

**SUBURBAN LAND AGENCY
FIRST GRANT CONTRACT – LAND NOT READY
SCHEDULE**



ACT
Government

Suburban Land
Agency

| | | | | |
|--|----------------------------------|--|---|---|
| DATE OF THIS CONTRACT | | | | |
| LEASE DETAILS | | | | |
| LAND | | Block | Section | Division/District |
| | | | | Whitlam |
| OCCUPANCY | | Vacant Possession | | |
| 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 DETAILS | | | | |
| SELLER | Full name | Suburban Land Agency | | |
| | ACN/ABN | 27 105 505 367 | | |
| | Address | 480 Northbourne Avenue, Dickson ACT 2602 | | |
| SELLER'S SOLICITOR | Firm | MV Law | | |
| | Ref | Christine Murray/Rebecca Rezuk | | |
| | Phone | 02 6279 4499 | | |
| | Fax | 02 6279 4455 | | |
| | Address | GPO Box 764 Canberra City ACT 2601 | | |
| | Email | sla@mvlaw.com.au | | |
| BUYER DETAILS | | | | |
| BUYER | Full Name | | | |
| | ACN/ABN | | | |
| | Address | | | |
| BUYER'S SOLICITOR | Firm | | | |
| | Ref | | | |
| | Phone | | | |
| | Fax | | | |
| | DX/Address | | | |
| | Email | | | |
| PAYMENT DETAILS | | | | |
| RESIDENTIAL WITHHOLDING TAX | <i>See clause 40</i> | New Residential Premises? | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes |
| | | Potential Residential Premises? | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes |
| | | RW Amount required to be paid? | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes |
| PRICE | Price Less Deposit Balance | (The Price is GST inclusive) (5% of Price) | | |
| EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE | <i>See clause 3.2</i> | 42 days after the last date in the Estimated Date Range for Works. | | |
| DATE FOR COMPLETION | <i>See clause 4</i> | As per clause 4.2 | | |
| ESTIMATED DATE RANGE FOR WORKS | <i>See clause 5</i> | 1 January 2024 to 30 June 2024 | Section 73, Block 2-4 Section 74, Block 3, 5-11, 19-23 Section 75, Block 1, 6-13, 17-26, 31 | |
| | | 1 December 2023 to 31 March 2024 | Section 87, Block 6-14, Section 88, Block 6-11, 13-18, 21 | |

| ANNEXURES | | | |
|---------------------------|---|---|-----------------------------|
| STANDARD ANNEXURES | Documents annexed to this Contract | Annexure A – Whitlam Housing Development Guidelines Annexure B – Specimen Crown Lease Annexure C – Clearance Certificate Annexure D – Special Conditions | |
| SPECIAL CONDITIONS | Indicate whether any special conditions apply | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

READ THIS BEFORE SIGNING

Before signing this contract you should ensure that you understand your rights and obligations. You should get advice from your solicitor.

| | | | |
|--|--|--------------------|--|
| Authorised Delegate of the Suburban Land Agency signature: | | Buyer signature: | |
| Delegate name: | | Buyer name: | |
| Witness signature: | | Buyer signature: | |
| Witness name: | | Buyer name: | |
| | | Witness signature: | |
| | | Witness name: | |

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): | | | |
| | 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: | \$ | | |
| | Other details (including those required by regulation or the ATO forms): | | | |

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1 GRANT OF THE LEASE

- 1.1 The Seller, as delegate of the Planning and Land 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 terms and conditions of the Specimen Crown Lease.

2 TERMS OF PAYMENT

- 2.1 On the Date of this Contract, the Buyer must pay the Deposit to the Seller by cheque, credit card or debit card (no American Express, Diners Club or JCB cards) or deposit bond or bank guarantee.
- 2.2 Subject to clause 2.6 the Deposit is released to the Seller and must be applied to the Price on Completion.
- 2.3 If the Deposit is:
- (a) not paid on time; or
 - (b) paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 25) and clause 26 applies.

- 2.4 This clause 2 is for the benefit of the Seller and the obligations imposed on the Buyer by this clause 2 are essential. The obligations imposed on the Buyer by this clause 2 bind the Buyer notwithstanding any indulgence, waiver or extension of time by the Seller to the Buyer.
- 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, and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.6 If the 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 Land 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 to be paid pursuant to clause 2.1 may be accepted by way of a Deposit Bond or Bank Guarantee with a value equivalent to 5% of the Price 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 expiry date for the Deposit Bond or Bank Guarantee must not be earlier than the Earliest Date of Expiry of Deposit Bond or Bank Guarantee specified in the Schedule.
- 3.3 Should the Seller vary the last date of the Estimated Date Range for Works under clause 5.4 to a date beyond the expiry date for the Deposit Bond or Bank Guarantee, the Seller may notify the Buyer and the Buyer shall, within 5 Working Days of such notice, provide the Seller with a replacement Deposit Bond or Bank Guarantee on the same terms save that the date of the expiry is on or after the date 30 Working Days after the revised last day of the Estimated Date Range for Works and the Earliest Date of Expiry of Deposit Bond or Bank Guarantee shall be varied accordingly.
- 3.4 The Deposit Bond or Bank Guarantee must show the Seller as the beneficiary of the Deposit Bond or Bank Guarantee.
- 3.5 The Buyer must pay the amount stipulated in the Deposit Bond or Bank Guarantee to the Seller by unendorsed bank cheque on Completion.
- 3.6 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.
- 3.7 If the Buyer is in default under clause 3.6 it will be deemed to be a failure by the Buyer to pay the Deposit under clause 2, and immediately, and without the notice necessary under clause 25, clause 26 applies.

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.
- 4.2 Subject to clause 4.3, the Date for Completion of this Contract will be 42 Calendar Days from the date the Seller serves the Lease on the Buyer, in accordance with clause 34 as if it were a notice.
- 4.3 The Seller and the Buyer acknowledge and agree that the Date for Completion:
- (a) cannot be a date before the date that the Seller satisfies the conditions of clause

5.2; and

(b) may be a date that is before the earlier date in the Estimated Date Range for Works.

4.4 For the avoidance of any doubt, the Seller shall not be liable to the Buyer for any damage or loss caused to the Land after Completion, including building waste, save where caused by the negligent or deliberate action or omission of the Seller, its employees, agents or contractors.

5 WORKS

5.1 The Buyer acknowledges that at the Date of this Contract the Works may not have been completed.

5.2 This Contract is subject to and conditional upon:

(a) Operational Acceptance of the Works; and

(b) registration of a Deposited Plan.

5.3 The Seller must use its best endeavors to obtain Operational Acceptance and register the Deposited Plan by the earlier date in the Estimated Date Range for Works specified in the Schedule if it has not done so already on the Date of this Contract.

5.4 The Seller may by notice to the Buyer vary the last date of the Estimated Date Range for Works by up to six (6) months (but no more without the express consent of the Buyer) where Operational Acceptance or registration of a Deposited Plan is delayed due to an event or events occurring beyond the Seller's reasonable control, including but not limited to:

(a) any non-compliance with statutory time frames by any government or regulatory authority that delays Operational Acceptance;

(b) weather sufficiently inclement to prevent the Seller obtaining Operational Acceptance by the last date of the Estimated Date Range for Works;

(c) industrial dispute;

(d) unavailability of labour, plant or materials; or

(e) any other reasonable cause or event beyond the control of the Seller.

5.5 Any notice of variation to the last date of the Estimated Date Range for Works must be in writing as soon as reasonably practicable and must set out:

(a) the reasons for the delay to the Operational Acceptance of the Works or registration of a Deposited Plan; and

(b) the amended Estimated Date Range for Works.

5.6 If Operational Acceptance and registration of a Deposited Plan have not been obtained by the later date in the Estimated Date Range for Works specified in the Schedule or as amended, either Party may rescind this Contract by notice to the other and the provisions of clause 28 will apply.

5.7 The Seller discloses and the Buyer acknowledges that, as the date of this Contract, the Seller does not intend to provide reticulated gas to the Land.

6 SIGNING OF LEASE

- 6.1 The Buyer must, no later than 20 Working Days from the date the Seller serves the Lease on the Buyer:
- (a) sign each copy of the Lease; and
 - (b) return to the Seller's Solicitor the signed original Lease in duplicate.
- 6.2 The Buyer undertakes to register the Lease following Completion.

7 WHITLAM HOUSING DEVELOPMENT GUIDELINES

- 7.1 The Whitlam Housing Development Guidelines are annexed to this Contract for information only. If there is any variation to the Whitlam Housing Development Guidelines prior to Completion, the Seller may, but is not required to, notify the Buyer and provide:
- (a) a copy of the final form of the amended document; or
 - (b) the variations,
- to the Buyer prior to Completion.
- 7.2 The Buyer acknowledges that the Land is not ready and is not available for inspection.
- 7.3 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 24 of this Contract in respect of any matter set out in the Whitlam Housing Development Guidelines.
- 7.4 In the event that there is an inconsistency between the Whitlam Housing Development Guidelines and the Deposited Plan, the Deposited Plan prevails.

8 VARIATION TO WHITLAM HOUSING DEVELOPMENT GUIDELINES

- 8.1 The Buyer acknowledges that the Specimen Crown Lease, the Whitlam Housing Development Guidelines, the Block Details Plan and any other plans in relation to the Land may be affected by one or more of the following:
- (a) the requirements of legislation;
 - (b) variations to the Territory Plan;
 - (c) the requirements of government authorities; or
 - (d) physical conditions affecting the Works;
- and may result in one or more of the following:
- (e) minor redefinition of the boundaries of the Land;
 - (f) minor road re-alignment or dedication; or
 - (g) minor variations of the easements relating to the provision of electricity, water, sewerage and stormwater services.
- 8.2 Any redefinition, road realignment or dedication or variation of easements will be deemed to be minor if it does not materially and detrimentally affect the use of the Land.

- 8.3 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 24 of this Contract in respect of any matter set out in clause 8.1.

9 PLANNING CONDITIONS

- 9.1 The Buyer acknowledges that the Planning and Land Authority is responsible for all development consents and approvals sought by or on behalf of the Buyer in relation to the Land and the Buyer therefore releases the Seller from any liability, cause of action or any other claim in relation to disturbance, loss or detriment caused by the Planning and Land Authority granting or denying any consent or approval in relation to the Land.
- 9.2 The Buyer acknowledges the obligation to make its own enquiries and satisfy itself as to the currency and accuracy of information contained in the Territory Plan.
- 9.3 The Buyer acknowledges that the Planning and Land Authority is responsible for the Territory Plan and the Buyer will make no claim against the Seller whatsoever in this regard.
- 9.4 The Buyer acknowledges that nothing in this Contract or the fact of Completion implies or means that any required approvals, consents or licences regarding planning, design, siting and any other matters relating to the Buyer's Development of the Land will be granted by the regulatory authorities or other agencies of the Australian Capital Territory with or without conditions.

10 PROPERTY ACT

- 10.1 The Property Act does not apply to this Contract as this Contract is not a sale of residential property and the grant of the Lease will be the first grant of a Crown Lease over the Land.

11 NON-CONFORMING TRANSFERS NOT TO BE USED

- 11.1 The Buyer will not be able to use the non-conforming transfer provisions of section 17(3) of the *Duties Act 1999* (ACT) in relation to the Contract, as the grant of the Lease will be the first grant of a Crown Lease over the Land.

12 ENTIRE AGREEMENT

- 12.1 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.

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) except as set out in this Contract.

14 CO-OWNERSHIP

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

15 NON-MERGER

- 15.1 If any term of this Contract may be given effect to 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 Land 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 Land;
 - (b) has not relied on any documentation made available by or on behalf of the Seller to the Buyer in relation to the Land 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.
- 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 Land other than documentation forming part of this Contract.

17 PRIVACY

- 17.1 The Buyer acknowledges that they have received, read, and understood the Suburban Land Agency Information Privacy Policy and Suburban Land Agency Information Privacy Statement, 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 Suburban Land Agency Information Privacy Policy and Suburban Land Agency Information Privacy Statement.
- 17.2 The Buyer 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 disclosure of personal information to the ACT Revenue Office and other ACT and Commonwealth government agencies.

18 BUYER RIGHTS AND LIMITATIONS

- 18.1 The Buyer is not entitled to make any requisitions on the title to the Land.
- 18.2 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 24 of this Contract in respect of:
- (a) a Utility Service for the Land being a joint service or passing through another property, or any Utility Service for another property passing through the Land;
 - (b) a promise, representation or statement about this Contract, the Land 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) any matter contained in the Block Fill Plans or the existence of regrading, fill, contamination of any Substance or other disability of or upon the Land, whether caused by the Commonwealth of Australia, the Seller, previous occupants of the

Land or otherwise;

- (e) any soil classification in relation to the Land; and
- (f) anything disclosed in this Contract (except an Affecting Interest).

18.3 The Buyer acknowledges, understands and accepts that the existence of regrading, fill, contamination of any Substance or other disability of or upon the Land may result in work for the construction of any building on the Land being more extensive and expensive than it may otherwise have been in the absence of such regrading, fill, contamination of any Substance or other disability.

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 Land.

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 Land;
- (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 Land; and
- (d) is not aware of any material change in the matters disclosed in the Whitlam Housing Development Guidelines.

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 Land;
- (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 Land; and
- (d) the Seller is not aware of any encroachments by or upon the Land 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 any of the Improvements or condition of the Land, except as required by law.

20 ADJUSTMENTS

20.1 The Lease will be granted on Completion. As a result, there will be no adjustments of Income or Land Charges.

21 TERMS OF POSSESSION

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

22 INSPECTION OF LAND

22.1 The Buyer may on reasonable notice to the Seller inspect the Land during the period 10 Working Days prior to the Date for Completion.

23 ERRORS AND MISDESCRIPTIONS

23.1 The Buyer will be entitled to compensation on Completion (and the Price will be reduced accordingly) in full and final settlement if the Buyer suffers a loss as a result of an error of any kind or misdescription, and the Buyer makes a claim for compensation before Completion.

23.2 This clause 23 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.

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

24 COMPENSATION CLAIMS BY BUYER

24.1 This clause 24 applies to claims for compensation arising out of this Contract made by the Buyer against the Seller including claims under clause 23.

24.2 To make a claim for compensation (including a claim under clause 23) 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 24.2(a) the Parties must complete and:
 - (i) the claim must be finalised (subject to clause 24.2(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:
 - 1. manifest error by the arbitrator obvious on its face in the final determination by the arbitrator;
 - 2. error in the application of law by the arbitrator in making his or her determination; or
 - 3. 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 days after Completion.

25 NOTICE TO COMPLETE AND DEFAULT NOTICE

- 25.1 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.
- 25.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14 days after service of the Notice to Complete (excluding the date of service) by which, and a place in Canberra at which, to complete this Contract.
- 25.3 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.
- 25.4 Completion at the time, date and place specified in the Notice to Complete is an essential term.
- 25.5 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.
- 25.6 A Default Notice must:
 - (a) specify the default; and
 - (b) require the Party served with the Default Notice to rectify the default within 14 days after service of the Default Notice (excluding the date of service).
- 25.7 At the time the Default Notice is served, the Party serving the Default Notice must not be in default.
- 25.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 25.9 Clauses 26 or 27 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.
- 25.10 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.
- 25.11 The Parties agree that the time referred to in clauses 25.2 and 25.6(b) is fair and reasonable.

26 TERMINATION – BUYER’S DEFAULT

- 26.1 If:
 - (a) the Seller serves a notice on the Buyer in accordance with clause 2.3;

- (b) the Buyer is in default under clause 3.6;
- (c) the Buyer does not comply with a Notice to Complete or a Default Notice; or
- (d) the Buyer is otherwise in breach of an essential term,

then the Seller may by notice served on the Buyer terminate this Contract and may then either:

- (e) sue the Buyer for breach; or
- (f) re-sell the Land and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Land within 12 months of termination.

26.2 Subject to clause 26.3, if this Contract is terminated by the Seller pursuant to clause 26.1, the Seller is not required to refund the Deposit to the Buyer and the Deposit is forfeited to the Seller without further notice to the Buyer.

26.3 The Seller must refund the portion of the Deposit which exceeds 5% of the Price (if any).

26.4 In addition to any money forfeited to the Seller under clause 26.2, the Seller may retain on termination any other money paid by the Buyer (not including the Deposit) 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.

26.5 For the avoidance of doubt, if the Deposit is paid by Deposit Bond or Bank Guarantee in accordance with clause 3, and the Seller is entitled to terminate in accordance with clause 26.1, the Buyer acknowledges that the Seller is entitled to, and will, call upon the Deposit Bond or Bank Guarantee immediately after serving the termination notice.

27 TERMINATION – SELLER'S DEFAULT

27.1 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.

27.2 If this Contract is terminated by the Buyer pursuant to clause 27.1, the Deposit must be refunded to the Buyer within 15 Working Days without any further authority being necessary.

28 RESCISSION

28.1 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 without any further authority being necessary; and
- (b) neither Party is liable to pay the other any amount for damages, costs or expenses.

29 DAMAGES FOR DELAY IN COMPLETION

- 29.1 If Completion does not occur by the Date for Completion, due to the default of either Party, the Party who is at fault must pay the other Party as liquidated damages on Completion:
- (a) interest on the Price at the rate of 10% per annum calculated on a daily basis from the date 7 days after the Date for Completion to 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 fault if Completion occurs later than 7 days after the Date for Completion.
- 29.2 The Party at fault must pay the amount specified in clause 29.1 in addition to any other damages to which the Party not at fault is entitled both at law and under this Contract.
- 29.3 The Parties agree that:
- (a) the amount of any damages payable under clause 29.1(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.

30 FOREIGN BUYER

- 30.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the grant of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).
- 30.2 This clause is an essential term.

31 GST

- 31.1 The Buyer and the Seller agree that the Margin Scheme applies to the Supply of the Land.
- 31.2 The Seller warrants that it can use the Margin Scheme and promises that it will.

32 INSOLVENCY

- 32.1 If the Buyer suffers an Insolvency Event, the Buyer must immediately notify the Seller in writing.
- 32.2 If the Seller receives notice that the Buyer has suffered an Insolvency Event (either pursuant to clause 32.1 or by some other means), the Seller may terminate this Contract and clause 26 will apply.

33 POWER OF ATTORNEY

- 33.1 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.

34 NOTICES CLAIMS AND AUTHORITIES

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

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

34.4 If a notice is served in accordance with clause 34.2(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.

34.5 If a notice is served in accordance with clause 34.2(b), the notice is taken to have been received on the day 2 Working Days after it was posted.

35 BUSHFIRE PROTECTION

35.1 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.

36 CAT CONTAINMENT

36.1 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.

37 GEOTECHNICAL INFORMATION

37.1 The Seller will make available to the Buyer, prior to Completion, a site classification certificate with respect to the Land.

37.2 The Seller warrants that any fill placed on the Land arising out of undertaking the Works will be compacted to "Level 1 Controlled Fill" in accordance with Australian Standard AS3798-2007.

38 BLOCK DETAILS PLAN

38.1 The Buyer acknowledges that the area of the Land specified in the Block Details Plan is subject to final survey and is subject to change and in the event of inconsistency with the area in the Deposited Plan, the Deposited Plan prevails.

38.2 Prior to the Date for Completion, the Seller will make a copy of the Deposited Plan for the Land available.

39 SERVICE PROVIDERS

- 39.1 The Buyer acknowledges and understands that the Seller is not a Utility Service provider and Works in the Contract for Sale do not include actual connections to services, substations or transformers that may be required for such connections.
- 39.2 The Buyer will be responsible for contacting all relevant service providers for Utility Services as soon as practicable to arrange servicing of the Land by those service providers to avoid delays to their Developments caused as a consequence of being unable, for example, to access water or power.
- 39.3 The Seller does not routinely provide and will not warrant the location of any future substations.

40 RESIDENTIAL WITHHOLDING TAX

Warning: The following clauses 40.1 to 40.14 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 40.1 In this clause 40 the following words have the following meanings:
- ATO** means the Australian Taxation Office, and includes the Commissioner for Taxation;
- RW Amount** means the amount which must be paid under section 14-250 of the Withholding Law;
- 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;
- 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 Land from the Seller to the Buyer; and
- Withholding Law** means Subdivision 14 of Schedule 1 of the Taxation Administration Act 1953 (Cth) and associated provisions.
- 40.2 The Seller must provide the Buyer with the RW Amount Information no later than 28 days prior to the Date for Completion.
- 40.3 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 Land from the Seller to the Buyer.
- 40.4 The following clauses 40.5 to 40.14 inclusive only apply if the 'RW Amount required to be paid?' option on the Schedule is selected 'yes'.
- 40.5 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 40.2 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 Land from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

- 40.6 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.
- 40.7 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.
- 40.8 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.
- 40.9 The Seller must forward the unendorsed bank cheque provided under clause 40.8 to the ATO within 5 Working Days following Completion and provide the Buyer with evidence of payment of the RW Amount to the ATO.
- 40.10 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.
- 40.11 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. 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.
- 40.12 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 40.8 to the ATO.

Potential Residential Land

- 40.13 If the 'Potential Residential Premises?' option on the Schedule is selected 'yes' and the Buyer (or the relevant recipient for GST purposes) is:
- (a) registered for GST purposes; and
 - (b) acquiring the Land for a creditable purpose;
- the Buyer must provide the Seller with a statement to that effect on the earlier of:
- (c) 10 Working Days before the Date for Completion; or
 - (d) 20 Working Days after the Date of this Contract.
- 40.14 Where the Buyer has provided the statement referred to in clause 40.13 the Buyer indemnifies the Seller against the amount of any penalties or interest charges imposed by the ATO on the Seller (or the relevant entity making the supply of the Land).

41 FOREIGN RESIDENT WITHHOLDING TAX

- 41.1 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.
- 41.2 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.
- 41.3 If neither of clauses 41.1 or 41.2 apply, then:
- (a) the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 41.3(b)(i), within 5 days of written request from the Buyer;
 - (b) the Buyer must:
 - (i) lodge a purchaser payment notification form with the ATO; and
 - (ii) give evidence of compliance with clause 41.3(b)(i) to the Seller,no later than 5 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 41.3(c) in payment of the Withholding Amount following Completion.
- 41.4 If clause 41.3 applies and the parties do not comply with clause 41.3(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 41.4.
- 41.5 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 41.6 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.
- 42 VERGE BOND**
- 42.1 On Completion the Buyer must pay to the Seller the Verge Bond as security for the Buyer's obligations under this clause 42.
- 42.2 The Buyer acknowledges that on Completion the Verge and the Verge Assets are in good condition and repair.
- 42.3 During construction on the Land, the Buyer must protect the Verge Assets and remediate and make good any damage to the Verge Assets to the satisfaction of the Seller. Making good includes (but is not limited to) repairing Verge Assets and re-grassing or re-planting the Verge to the satisfaction of the Seller.
- 42.4 The Verge Bond will be repaid by the Seller to the Buyer if:

- (a) the Buyer receives a Certificate of Occupancy within 30 calendar months of Completion;
- (b) the Buyer claims the Verge Bond within 180 days of receiving the Certificate of Occupancy, using the form approved by the Seller; and
- (c) following the issue of the Certificate of Occupancy, evidence is provided (to the satisfaction of the Seller) that the Verge and Verge Assets are in good repair and condition and the Verge is clean and free from building materials, refuse and rubbish. Satisfactory evidence includes, but is not limited to, photographs of the Verge and the Verge Assets.

42.5 If the Buyer does not satisfy the conditions for repayment of the Verge Bond within the timeframes in clause 42.4, the Verge Bond is not repayable to the Buyer and the Verge Bond is forfeited to the Seller without further notice to the Buyer.

42.6 If the Buyer sells the Land or otherwise transfers the Crown Lease prior to satisfying the conditions of clause 42.4, the Buyer may request the Seller to agree to hold the Verge Bond for the benefit of the transferee on the same terms as this clause 42, and the Buyer will no longer be entitled to be repaid the Verge Bond.

43 ENERGY REBATE

43.1 If the Buyer:

- (a) constructs a dwelling on the Land that satisfies all of the mandatory requirements contained in the Whitlam Housing Development Guidelines within 30 calendar months of Completion;
- (b) constructs a dwelling on the Land that satisfies all of the Eligibility Requirements within 30 calendar months of Completion; and
- (c) within 180 days of receiving the Certificate of Occupancy and Certificate of Compliance:
 - (i) lodges the completed Rebate Application; and
 - (ii) provides evidence, to the satisfaction of the Seller, that all of the Eligibility Requirements have been met,

the Seller, subject to clause 43.3, will pay the Energy Rebate to the Buyer.

43.2 If the Buyer does not satisfy the conditions of clause 43.1, the Energy Rebate will not be paid to the Buyer.

43.3 If the Buyer sells the Land or otherwise transfers the Crown Lease prior to satisfying the conditions of clause 43.1, the Transferee will not be eligible for the Energy Rebate unless:

- (a) the Land is the subject of a building contract between the Buyer and the Transferee; and
- (b) the Seller is provided with:
 - (i) a completed Right to Transfer Rebate Form; and
 - (ii) evidence that the Transferee is the Crown lessee of the Land and has entered into a building contract with the Buyer for the construction of a dwelling on the Land,

and the Buyer acknowledges that any subsequent transferee will not be eligible for the Energy Rebate.

43.4 In this clause 43, "Eligibility Requirements" means installation and commissioning of all of the following in the dwelling on the Land:

- (a) a roof with a solar absorptance value of less than 0.5 (absorptance values as per the National Construction Code 2019 (NCC));
- (b) a solar photovoltaic (PV) system with a grid-connected inverter that:
 - (i) is purchased from a New Energy Tech Approved Sellers (NETCC)

- Approved Solar Retailer;
 - (ii) is installed on the roof of the dwelling located on the Land;
 - (iii) has a minimum total rated power output of 5 kilowatts (kW); and
 - (iv) is installed, commissioned, tested and certified by an ACT licensed tradesperson who is Clean Energy Council (CEC) accredited installer;
- (c) an electric heat pump or electric boost solar hot water system
- (d) an electric oven and an electric cooktop in the kitchen;
- (e) an electric heating and/or cooling system;
- (f) an energy monitoring and/or management system; and
- (g) an electric vehicle charge point in the garage or carport including:
 - (i) a dedicated 32 amp circuit with a 15 amp general power outlet located on the wall of the car space or garage; and
 - (ii) with installation carried out by an ACT licensed electrician.

43.5 The Energy Rebate is not partially payable. Failure to meet all of the Eligibility Requirements means that no amount of the Energy Rebate will be paid.

44 NOT USED

45 DEFINITIONS

45.1 Definitions appear in the Schedule and as follows:

ACT Revenue Office means the ACT Revenue Office of the Chief Minister, Treasury and Economic Development Directorate;

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;

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

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

Balance of the Price means the Price less the Deposit;

Bank Guarantee means a bank guarantee issued by a bank operating in Australia in a form satisfactory to the Seller;

Block Boundary means the boundary of the Land as shown on the Block Details Plan and does not include the Verge;

Block Details Plan means the plan described as such in the Whitlam Housing Development Guidelines;

Block Fill Plans means the plans described as such in the Whitlam Housing Development Guidelines;

Certificate of Compliance has the meaning in the *Planning and Development Act 2007* (ACT);

Certificate of Occupancy means a "Certificate of Occupancy" as that term is defined in the *Building Act 2004* (ACT) for the dwelling on the Land;

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

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

Completion means the time at which this Contract is completed;

Contract means the Schedule, terms and conditions and any annexure, additional clauses and attachments forming part of this contract;

Crown Lease means a crown lease that will be granted in accordance with the Planning Act in a form similar to the Specimen Crown Lease;

Default Notice means a notice in accordance with clauses 25.5 and 25.6;

Deposit means the amount specified in the Schedule and which:

- (a) must be paid by the Buyer to the Seller in accordance with clause 2 or 3 as applicable; and
- (b) is to be held by the Seller as security for the performance of the Buyer's obligations under this Contract;

Deposit Bond means a deposit insurance bond issued to the Seller at the request of the Buyer in a form satisfactory to the Seller;

Deposited Plan means plan relating to the Land and registered under section 7 of the *Districts Act 2002 (ACT)*;

Development has the meaning in the Planning Act;

Energy Rebate means \$10,000 (GST inclusive);

EvoEnergy means the energy networks division of ActewAGL that looks after poles and wires and gas infrastructure;

GST has the meaning ascribed to it under the GST Law and, where appropriate, includes voluntary and Notional GST. Expressions used in this Contract of Sale which are defined in the GST Law have the same meaning as given to them in the GST Law;

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

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

Income means the rents and profits derived from the Land;

Insolvency Event means the following:

- (a) where the Buyer is a natural person and:
 - (i) 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;
 - (ii) 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
 - (iii) the Buyer commits an act of bankruptcy; or
- (b) where the Buyer is a body corporate and:
 - (i) 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
 - (ii) 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;

Kerb Line means the kerb line of the Land as shown on the Block Details Plan;

Land means the land described in the Schedule and to be the subject of the Lease;

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

Lease means a Crown Lease granted in accordance with the Planning Act in a form similar to the Specimen Crown Lease as applicable to this Contract which may, where the Land is affected by an easement identified in the Whitlam Housing Development Guidelines, include an annexure or additional provisions detailing the terms of the easement;

Margin Scheme has the meaning in the GST Law;

Notice to Complete means a notice in accordance with clauses 25.1 and 25.2 requiring a Party to complete;

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;

Operational Acceptance means that the Works are complete to the satisfaction of the Australian Capital Territory, EvoEnergy and the Seller;

Party means a party to this Contract and **Parties** has the corresponding meaning;

Planning Act means the *Planning and Development Act 2007* (ACT);

Planning and Land Authority means the body corporate established in accordance with the Planning Act;

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

Rebate Application Form means the application form available at <https://suburbanland.act.gov.au/whitlam/> version number 1 dated March 2020;

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

Right to Transfer Rebate Form means the form of that title available in the Home Energy Rebate Program Eligibility Guidelines at <https://suburbanland.act.gov.au/whitlam/energy-rebate> pursuant to which a Buyer waives its right to receive the Energy Rebate and novates the rights and obligations of the Buyer under clauses 43.1 and 43.2 to the Transferee.

Schedule means the schedule to this Contract;

Specimen Crown Lease means the specimen crown lease at Annexure B;

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:

- (a) asbestos;
- (b) polychlorinated biphenyls;
- (c) heavy metals;
- (d) chemicals;
- (e) contaminants; and

(f) any other matter whether solid, liquid or gaseous form, or whether naturally occurring or man-made;

Suburban Land Agency means the agency established under section 37 of *the City Renewal Authority and Suburban Land Agency Act 2017* (ACT);

Suburban Land Agency Information Privacy Policy means the privacy policy provided by the Suburban Land Agency to the Buyer in accordance with the *Information Privacy Act 2014* (ACT) and which can be found at www.suburbanland.act.gov.au;

Suburban Land Agency Information Privacy Statement means the information privacy statement provided by the Suburban Land Agency to the Buyer in accordance with the *Information Privacy Act 2014* (ACT) and which can be found at www.suburbanland.act.gov.au;

Supply has the meaning in the GST Law;

TCCS means Transport Canberra and City Services or its successors;

Territory Plan means the *Territory Plan 2008* (ACT) as amended and varied from time to time;

Transferee is the person who buys the Land from the Buyer and who enters into a building contract with the Buyer (as builder) for the construction of a dwelling on the Land.

Utility Service includes drainage, electricity, garbage collection, sewerage, telecommunications or water;

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

Verge means the verge in front of the Land and includes the area between the Block Boundary and the Kerb Line, commonly known as the nature strip;

Verge Assets means all concrete footpaths, driveways, kerbs, gutters, light poles, mini pillars, street trees and grassing located on the Verge at Completion, or as varied by the Buyer with the written consent of TCCS;

Verge Bond means \$1,000 (GST inclusive);

Whitlam Housing Development Guidelines means the Whitlam Housing Development Guidelines at Annexure A or as amended from time to time;

Withholding Amount means, subject to clause 41.5, 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;

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

Working Days has the meaning given to it by the *Legislation Act 2001* (ACT); and

Works means the works that the Seller is required to undertake in order to comply with the development application in relation to and obtain Operational Acceptance for the Land.

46 INTERPRETATION

46.1 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.

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

46.3 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, except in the case of clause 2.1.

46.4 If there is more than one Buyer or more than one Seller the obligations which they undertake bind them jointly and individually.

ANNEXURE A –WHITLAM HOUSING DEVELOPMENT GUIDELINES



ACT
Government

Suburban Land
Agency

Whitlam Land Sales

Residential Estate Housing

Development Guide

Various Blocks - Stages 1 - 3 - November 2023



Housing Development Guide Whitlam - Single residential blocks in Stages 1, 2 & 3 – November 2023

Contents

| | |
|---|---|
| Contents | 1 |
| Version Control | 2 |
| Accessibility | 2 |
| Disclaimer | 3 |
| Specific Requirements | 4 |
| 1. Variations | 4 |
| 2. Additional Requirements | 4 |
| 2.1. Verge Bond | 4 |
| 2.2. Home Energy Package Rebate | 5 |
| 2.3. Gas | 5 |
| 2.4. Solid Fuel Heating Systems | 6 |
| 2.5. Acoustic Protection | 6 |
| 2.6. Mandatory Transparent Fence | 6 |
| 2.7. Mandatory Courtyard Wall | 6 |
| 2.8. Blocks over 500m ² – Side Setbacks | 7 |
| 2.9. Cut and Fill | 7 |
| 2.10. Mandatory Zero Setback (Refer to Whitlam District Specifications) | 7 |
| 2.11. Bushfire Attack Level (BAL) | 8 |
| 2.12. Access Requirements for Water Meter Located in Courtyard Wall | 8 |
| 2.13. Limited Development Potential Blocks | 8 |
| Annexure A - Estate Plan | 9 |

We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.



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|--|----|
| Annexure B - Block Details Table..... | 11 |
| Annexure C - Block Details Plans..... | 14 |
| Annexure D - Block Fill Plans..... | 31 |
| Annexure E - Whitlam Verge Bond Refund Form..... | 47 |
| Annexure F - Whitlam Noise Management Plan..... | 53 |

Version Control

This section of the Specific Requirements shows the different versions that have been issued. On each page of the document there is also a page number, issue date and a version number. You should make sure you are using the most recent version.

| Version | Date | Amendment Details |
|---------|---------------|--|
| 1.0 | August 2022 | Draft |
| 2.0 | June 2023 | Over the Counter Sales Documentation |
| 3.0 | November 2023 | Updated to reflect Nov 2023 Planning Changes |

Accessibility

The ACT Government is committed to making its information, services, events and venues as accessible as possible.

If you have difficulty reading a standard printed document and would like to receive this publication in an alternative format, such as large print, please phone Access Canberra on 13 22 81 or email the Suburban Land Agency at suburbanland@act.gov.au.

If English is not your first language and you require a translating and interpreting service, please phone 13 14 50.

We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.



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For speak and listen users, please phone 1300 555 727 and ask for Access Canberra on 13 22 81.

For more information on these services visit www.relayservice.com.au.

Disclaimer

The Suburban Land Agency makes no warranty regarding the accuracy or completeness of the information in this material and recommends obtaining independent legal, financial and accounting advice before considering purchasing land or making an offer to purchase land. The plans, examples and information contained herein are for illustrative purposes only and should not, without further inquiry, be relied upon as to their ultimate accuracy, to the extent permitted by law, the Suburban Land Agency will not be responsible for any loss or damage that may be incurred as a result of your reliance upon these materials.

We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.



Specific Requirements

1. Variations

The Suburban Land Agency reserves the right to vary this document from time to time. Variations will be issued via an addendum to affected buyers who have entered into a First Grant Contract for a Block.

2. Additional Requirements

Outlined below are requirements that apply to Single residential blocks in Stages 1, 2 & 3 – November 2023 .

2.1. **Verge Bond**

The ACT Government, Suburban Land Agency has installed and established as part of the estate works in your new community, new street trees and grassing to the verge areas. The trees and grass provide a green streetscape and contribute to shading your new home from summer sun, as well as contributing to the creation of habitat for native fauna in the area.

The street trees are looked after by the ACT Government's land custodian, Transport Canberra and City Services, whilst the verge grassing is the responsibility of the lease holder of the block behind the verge.

As part of the construction of your new home, you are required to protect the verge assets during construction and make good any damage upon completion of your landscape works. The verge includes the area forward of your property boundary line to the kerb and gutter and can include ACT Government assets such as concrete footpaths, driveways, kerb and gutters, light poles, mini pillars, street trees and grassing.

This can include but is not limited to re-grassing the verge if areas fail due to construction related activities. If there is other damage, from construction related activities, such as damage to the new street tree, or concrete footpath you are required to notify the Suburban Land Agency, so an assessment can be made as to the best way to repair these assets. If there is damage to ACT Government assets, please contact the Suburban Land Agency Place Management team at SLAPlacemanagement@act.gov.au.

To ensure the verges are returned to their original state post construction, a \$1000 bond will be required at the time of settlement. Within six months of receiving your certificate of occupancy and no later than 30 months after settlement of your block, and once the verge is returned back to its original and established condition, the bond paid at time of settlement (and as detailed in your sales contract), can be reimbursed to you.

If you would like to change the verge surface treatment from grass to something else, such as a garden, please contact Transport Canberra and City Services on 13 22 81.

To claim your bond following the completion of your house, you will need to complete the form at Annexure E and send it in via email to suburbanland@act.gov.au along with the following information:

We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.



- Certificate of occupancy
- Photos of the verge showing its current condition
- If relevant, written agreement from Transport Canberra and City Services to a change in the verge treatment

When assessing a claim for bond return, the Suburban Land Agency may conduct an inspection of the verge to verify that it has been returned to its original condition.

If the Suburban Land Agency is not satisfied that the verge is in an acceptable condition, at its sole discretion it may choose to not return the bond and instead use the funds to repair the verge to its original condition.

If you require the use of the verge during construction, please contact Access Canberra on 13 22 81.

2.2. Home Energy Package Rebate

The Home Energy Package Rebate supports Buyers or Eligible First Transferees in designing an energy efficient home that will increase health and comfort and lower your running costs throughout the life of your home. The Buyer or First Transferee of an Eligible Block will be entitled to receive a Rebate amount of \$10,000, where all the Eligibility Requirements have been fulfilled.

The Home Energy Package requires that Buyers or Eligible First Transferees of an Eligible Block include the following in the design and construction of their home:

1. **Energy:** Build an all-electric home that is not connected to the gas network; and
2. **Roof Colour:** Build a home that has a “light” coloured roof with a solar absorptance value of less than 0.5; and
3. **Hot Water System:** Install an electric heat pump or electric boost solar water heater; and
4. **Solar PV:** Install a Solar PV system with a minimum total rate output of 5kW; and
5. **Cooktop:** Install an electric oven and an electric cooktop in the kitchen; and
6. **Heating and Cooling:** Install an electric heating and/or cooling system; and
7. **Energy Monitoring:** Install an Energy Monitoring and/or Management system in the home; and
8. **EV Charging Point:** Install an electric vehicle charge point in the garage or carport.

For more information please refer to the “**Home Energy Rebate Program Eligibility Guidelines**” via the Suburban Land Agency website <http://suburbanland.act.gov.au/whitlam/energy-rebate> .

2.3. Gas

Whitlam Stage 3 will not be connected to a gas network and gas will not be available to residents’ homes. The gas network is available in Whitlam Stages 1 and 2. Residents in Stages 1 and 2 are able to have gas connected to their new homes.

We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.



2.4. Solid Fuel Heating Systems

All residents within Whitlam are required to comply with the Solid Fuel Heating restriction in the Memorandum of Provisions incorporated into the Crown Lease. Buyers are not to install or use a solid fuel heating system on the premises without the prior written approval of EPSDD.

2.5. Acoustic Protection

Facades facing John Gorton Drive and William Hovell Drive require acoustic protection measures to address external road noise. The purpose of this control is to create a façade within the primary building zone of noise affected blocks that stops the noise that may be associated with John Gorton Drive and William Hovell Drive travelling further into the suburb. The relevant blocks are identified on the Block Detail Table in Annexure B.

To achieve the above goal the design of the house must be able to demonstrate that a cross section drawn parallel to the front boundary within the primary building zone can achieve a vertical surface with a height of at least 3m, 4.5m or 6m (as indicated in the Block Detail Table in Annexure B) and the width of the block, excluding side setbacks.

Additionally, for noise affected blocks in Whitlam Stage 3, refer to the Whitlam Stage 3 Overarching Noise Management Plan for 'Noise Affected Blocks' by WSP (November 2020) in Annexure F for details of the acoustic protection measures that are required.

2.6. Mandatory Transparent Fence

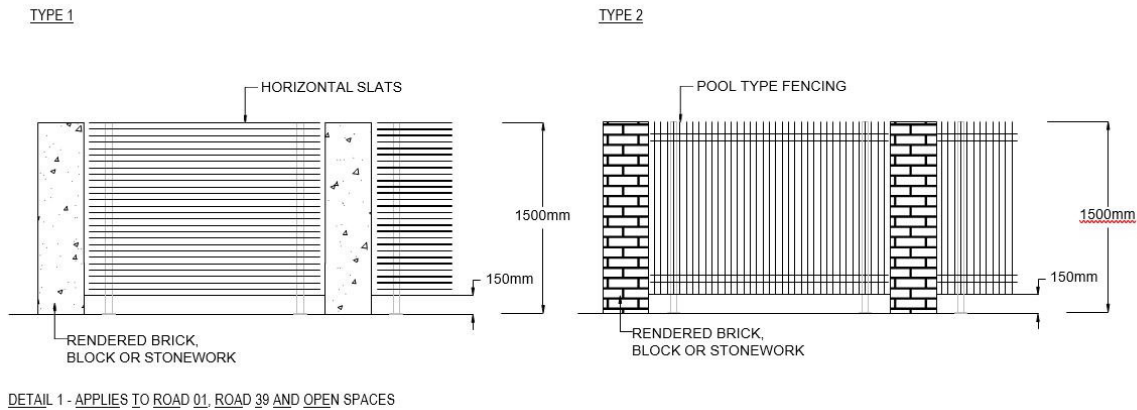
A number of blocks require a transparent or semi-transparent fence with a gate to be built along one edge. Depending on the location and block, certain blocks will need to install a maximum 1.5m height fence, other blocks will only require a 3m building setback for the transparent fence. The fence is to be visually softened with planting grown as a hedge along the boundary. This planting is required to be located wholly within the property boundary when grown. This provides better visual amenity from the street frontage.

2.7. Mandatory Courtyard Wall

A number of blocks require a courtyard wall to be built along one edge. This is generally where a block faces Sculthorpe Avenue or is adjoining an open space pedestrian link. The specific blocks are identified on the Block Details Plan and can be identified by a blue line.

The courtyard wall is to be 1.5m high and constructed of rendered brick or stonework in combination with feature panels. Acceptable examples are shown below. Where a wall is required along the front boundary, the wall is required to be setback 600mm from the front boundary to enable landscaping to be planted in front of the wall. (Refer to Detail-1, Type 1 & Type 2). Where a boundary wall is required on a side boundary, the courtyard wall should terminate 5m from the primary frontage.

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2.8. **Blocks over 500m² - Side Setbacks**

Blocks over 500m² are to have buildings setback a minimum 3m from the side property boundary 1 and 1.5m of the side boundary 2. Garages are also to be a minimum of 1.5m off the side boundary nominated, side boundary 2. There is to be no zero-side setback or no building right along the boundary. These setbacks provide for better visual amenity from the street frontage and between block.

2.9. **Cut and Fill**

Cut and fill requirements are required to minimize the effect of topography on the built form. This allows for better use of the sites and better outcomes of built homes.

Retaining walls along street frontages and adjacent to public open spaces are to be a maximum 1m height from the footpath level. We encourage the construction of buildings to incorporate any changes in levels within the design of the building. This will ensure the building will sit within the natural topography of the block. It will also ensure dwellings do not cut or fill more than the maximum 1.5m allowed within the ACT Territory Plan requirements. Any changes in the levels are to be softened through terraced landscaped areas of maximum 1m in height. This could be through terraced retaining walls with planting or grassing.

2.10. **Mandatory Zero Setback**

Certain mid-sized blocks as part of a terrace arrangement are nominated with a mandatory zero setback. Blocks nominated with a blue triangle in the terrace arrangement allows zero side setbacks on the length of the boundary that is indicated by the blue triangle. The purpose of this control is to allow those end blocks to have the same setbacks as the other terrace blocks and for a uniform look in the development.

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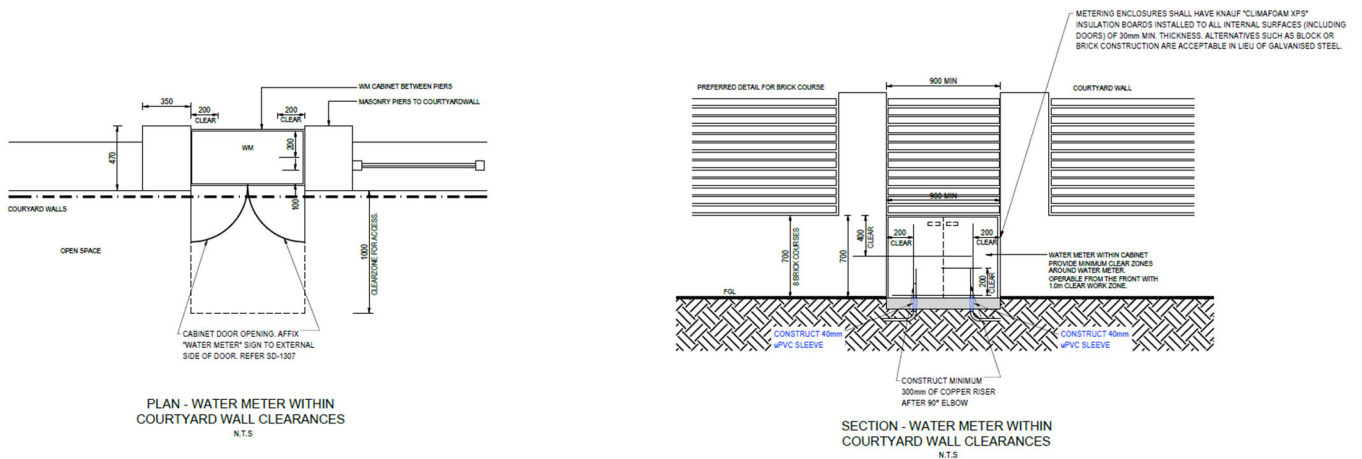


2.11. Bushfire Attack Level (BAL)

Your level of bush fire risk affects your development requirements – the higher the risk, the more protection you need. The term ‘bush fire attack level’, or BAL, is used to quantify this risk. Blocks identified will need to construct buildings using materials and with features that meet the Australian Standard Building requirements for the Bushfire Attack Level (BAL) required for that specified block location.

2.12. Access Requirements for Water Meter Located in Courtyard Wall

Specified blocks (as indicated in the Block Detail Table in Annexure B) require the water meter to be installed within the courtyard wall to meet ICON Water requirements.



2.13. Limited Development Potential Blocks

These nominated blocks may require additional design consideration due to block size, slope and orientation to ensure solar access and privacy compliance.

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Annexure A - Estate Plan

Below is the Estate Plan for Single residential blocks in Stages 1, 2 & 3 – November 2023 .

We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.



- Single Residential Blocks
- Terraces
- Multi Unit
- Mixed Use
- Local Centre
- Community Facility



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Annexure B - Block Details Table

Below are the Block Details Table for Whitlam:

- Stage 1 - Sections 4 & 16
- Stage 2 - Sections 10 & 46
- Stage 3 - Sections 73, 74, 75, 80, 83, 84, 85, 86, 87, 88, 89, 91, 92 & 93

We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.

| Stage | Section | Block | Area (m2) | Maximum dwelling(s) | Block Typology | Compact Block | Mid-Sized Block | Large Block | Blocks with mid-sized block provision between 500m2 and 550m2 | Corner Block | Limited Development Potential Block | Bushfire Prone Area Requirements Apply | Noise Protection Requirements Apply | Requires Fencing to Public Areas | Services Easement | Requires Access for Utility Providers | Mandatory Courtyard Wall | Side setback requirements min 3.0m side boundary 1 & 1.5m from side boundary 2 & garage. No zero setback. | Mandatory minimum building height (in metres) on primary frontage | Zoning | Block Detail Plan Page Number | Block Fill Plan Page Number |
|-------|---------|-------|-----------|---------------------|----------------|---------------|-----------------|-------------|---|--------------|-------------------------------------|--|-------------------------------------|----------------------------------|-------------------|---------------------------------------|--------------------------|---|---|--------|-------------------------------|-----------------------------|
| 1 | 4 | 11 | 601 | 1 | Large | | | √ | | | | | √ | | √ | | | √ | 6 | R21 | 15 | 32 |
| 1 | | 12 | 650 | 1 | Large | | | √ | | | | | √ | | √ | | | | 6 | R21 | 15 | 32 |
| 2 | 10 | 10 | 524 | 1 | Large | | | √ | √ | | | | √ | | | | | √ | 4.5 | R21 | 18 | 34 |
| 2 | | 12 | 524 | 1 | Large | | | √ | √ | | | | √ | | | | | √ | 4.5 | R21 | 18 | 32 |
| 2 | | 13 | 524 | 1 | Large | | | √ | √ | | | | √ | | | | | √ | 4.5 | R21 | 18 | 32 |
| 2 | | 14 | 516 | 1 | Large | | | √ | √ | | √ | | √ | | | | | √ | 4.5 | R21 | 18 | 32 |
| 2 | | 15 | 472 | 1 | Mid-size | | √ | | | √ | √ | | √ | | | √ | | | 4.5 | R21 | 18 | 32 |
| 1 | 16 | 2 | 441 | 1 | Mid-size | √ | | | | √ | | | | | | | | | | R21 | 16 | 36 |
| 2 | 46 | 12 | 547 | 1 | Large | | | √ | √ | | √ | | √ | | √ | √ | | √ | 3 | R21 | 19 | 35 |
| 2 | | 13 | 523 | 1 | Large | | | √ | √ | | √ | | √ | | √ | √ | | √ | 3 | R21 | 19 | 35 |
| 2 | | 15 | 449 | 1 | Mid-size | √ | | | | | | | √ | | | | | √ | 3 | R21 | 19 | 35 |
| 3 | 73 | 2 | 500 | 1 | Mid-size | √ | | | √ | | | | | | | | | | | R21 | 21 | 39 |
| 3 | | 3 | 500 | 1 | Mid-size | √ | | | √ | | | | | | | | | | | R21 | 21 | 39 |
| 3 | | 4 | 472 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 21 | 39 |
| 3 | 74 | 3 | 419 | 1 | Mid-size | √ | | | | | | | √ | | | | | | | R21 | 21 | 39 |
| 3 | | 5 | 478 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | R21 | 21 | 39 |
| 3 | | 6 | 482 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | R21 | 21 | 40 |
| 3 | | 7 | 483 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | R21 | 21 | 40 |
| 3 | | 8 | 460 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | R21 | 21 | 40 |
| 3 | | 9 | 456 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | R21 | 21 | 40 |
| 3 | | 10 | 455 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | R21 | 21 | 40 |
| 3 | | 11 | 488 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | R21 | 21 | 40 |
| 3 | | 19 | 438 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 21 | 39 |
| 3 | | 20 | 498 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 21 | 39 |
| 3 | | 21 | 453 | 1 | Mid-size | √ | | | | | | | √ | | | | | | | R21 | 21 | 39 |
| 3 | 22 | 453 | 1 | Mid-size | √ | | | | | | | √ | | | | | | | R21 | 21 | 39 | |
| 3 | 23 | 495 | 1 | Mid-size | √ | | | | | | | √ | | | | √ | | | R21 | 21 | 39 | |
| 3 | 75 | 1 | 512 | 1 | Large | | | √ | √ | √ | √ | | | √ | | | √ | | | R21 | 22 | 41 |
| 3 | | 6 | 484 | 1 | Mid-size | √ | | | | | | | | √ | √ | | √ | | | R21 | 22 | 41 |
| 3 | | 7 | 492 | 1 | Mid-size | √ | | | | | | | | √ | √ | √ | √ | | | R21 | 22 | 41 |
| 3 | | 8 | 480 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | R21 | 22 | 41 |
| 3 | | 9 | 474 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | R21 | 22 | 40 |
| 3 | | 10 | 447 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | R21 | 23 | 40 |
| 3 | | 11 | 437 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | R21 | 23 | 40 |
| 3 | | 12 | 480 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | R21 | 23 | 40 |
| 3 | | 13 | 487 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | R21 | 23 | 40 |
| 3 | | 17 | 488 | 1 | Mid-size | √ | | | | | √ | | | | √ | | | | | R21 | 23 | 40 |
| 3 | | 18 | 474 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 23 | 40 |
| 3 | | 19 | 481 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 23 | 40 |
| 3 | | 20 | 448 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 23 | 40 |
| 3 | | 21 | 443 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 23 | 40 |
| 3 | | 22 | 490 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 23 | 40 |
| 3 | 23 | 429 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 23 | 40 | |
| 3 | 24 | 436 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 23 | 40 | |
| 3 | 25 | 483 | 1 | Mid-size | √ | | | | | | | | | √ | | | √ | | R21 | 22 | 41 | |
| 3 | 26 | 546 | 1 | Large | | | √ | √ | | | | | | √ | | | √ | | R21 | 22 | 41 | |
| 3 | 31 | 458 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 22 | 41 | |
| 3 | 80 | 9 | 319 | 1 | Mid-size | √ | | | | | √ | | | | | | | | | R21 | 27 | 47 |
| 3 | 83 | 4 | 443 | 1 | Mid-size | √ | | | | √ | | | | | | | | | | R21 | 30 | 43 |
| 3 | | 17 | 604 | 1 | Large | | | √ | | | | √ | | | | | | | | R21 | 29 | 44 |
| 3 | | 18 | 557 | 1 | Large | | | √ | | | | √ | | | | | | | | R21 | 29 | 44 |
| 3 | | 20 | 449 | 1 | Mid-size | √ | | | | | | √ | | | | | | | | R21 | 29 | 44 |
| 3 | | 26 | 509 | 1 | Large | | | √ | √ | | | √ | | | | | | | | R21 | 29 | 43 |
| 3 | | 27 | 499 | 1 | Mid-size | √ | | | | | | √ | | | | | | | | R21 | 30 | 43 |
| 3 | | 30 | 584 | 1 | Large | √ | | | | | | √ | | | | | | √ | | R21 | 30 | 43 |
| 3 | 84 | 31 | 586 | 1 | Large | √ | | | | | √ | | | | √ | √ | | √ | R21 | 30 | 43 | |
| 3 | 85 | 1 | 594 | 1 | Large | √ | | | | √ | | | | | | | | √ | | R21 | 30 | 43 |
| 3 | | 2 | 598 | 1 | Large | √ | | | | | √ | | | | | | | √ | | R21 | 30 | 43 |
| 3 | | 3 | 599 | 1 | Large | √ | | | | | √ | | | | | | | √ | | R21 | 30 | 43 |
| 3 | | 1 | 587 | 1 | Large | √ | | | | | √ | | | | | | | √ | | R21 | 30 | 43 |
| 3 | | 2 | 538 | 1 | Large | √ | | | √ | √ | | | | | | | | √ | | R21 | 30 | 43 |
| 3 | | 3 | 656 | 1 | Large | √ | | | √ | √ | | | | | | | | √ | | R21 | 30 | 43 |
| 3 | | 5 | 419 | 1 | Mid-size | √ | | | | | √ | | | | | | | | | R21 | 30 | 43 |
| 3 | | 7 | 449 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 30 | 43 |
| 3 | | 9 | 494 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 30 | 43 |
| 3 | | 10 | 450 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 30 | 43 |
| 3 | | 11 | 499 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 30 | 43 |
| 3 | | 12 | 499 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 29 | 43 |
| 3 | | 13 | 499 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 29 | 44 |
| 3 | | 14 | 469 | 1 | Mid-size | √ | | | | | √ | | √ | | | | | | | R21 | 29 | 44 |
| 3 | 86 | 1 | 428 | 1 | Mid-size | √ | | | | | | | | √ | | | √ | | | R21 | 28 | 42 |
| 3 | | 2 | 500 | 1 | Mid-size | √ | | | √ | | | | | √ | | | water meter | √ | | R21 | 28 | 42 |
| 3 | | 3 | 489 | 1 | Mid-size | √ | | | | | | | | √ | | | water meter | √ | | R21 | 28 | 42 |
| 3 | | 4 | 425 | 1 | Mid-size | √ | | | | | | | | √ | | | | √ | | R21 | 28 | 42 |
| 3 | | 6 | 572 | 1 | Large | | | √ | | | | | | | √ | √ | | √ | | R21 | 28 | 42 |
| 3 | | 7 | 500 | 1 | Mid-size | √ | | | √ | | | | | | √ | √ | | | | R21 | 28 | 42 |
| 3 | | 8 | 500 | 1 | Mid-size | √ | | | √ | | | | | | √ | √ | | | | R21 | 28 | 42 |
| 3 | | 9 | 500 | 1 | Mid-size | √ | | | √ | | | | | | √ | √ | | | | R21 | 28 | 42 |
| 3 | | 10 | 500 | 1 | Mid-size | √ | | | √ | | | | | | | | | | | R21 | 28 | 42 |
| 3 | | 11 | 494 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 28 | 42 |
| 3 | | 12 | 479 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 28 | 42 |
| 3 | | 13 | 479 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 28 | 42 |
| 3 | | 14 | 409 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 29 | 44 |
| 3 | | 18 | 479 | 1 | Mid-size | √ | | | | | √ | | √ | | | | | | | R21 | 29 | 42 |
| 3 | | 19 | 479 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 28 | 42 |
| 3 | | 20 | 494 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 28 | 42 |
| 3 | | 21 | 500 | 1 | Mid-size | √ | | | √ | | | | | | | | | | | R21 | 28 | 42 |
| 3 | 22 | 500 | 1 | Mid-size | √ | | | √ | | | | | | √ | √ | | | | R21 | 28 | 42 | |
| 3 | 23 | 422 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 28 | 42 | |
| 3 | 24 | 422 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 28 | 42 | |
| 3 | 25 | 493 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 28 | 42 | |
| 3 | 26 | 422 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 28 | 42 | |
| 3 | 27 | 430 | 1 | Mid-size | √ | | | | | | | | | | | | | | R21 | 28 | 42 | |

| Stage | Section | Block | Area (m2) | Maximum dwelling(s) | Block Typology | Compact Block | Mid-Sized Block | Large Block | Blocks with mid-sized block provision between 500m2 and 550m2 | Corner Block | Limited Development Potential Block | Bushfire Prone Area Requirements Apply | Noise Protection Requirements Apply | Requires Fencing to Public Areas | Services Easement | Requires Access for Utility Providers | Mandatory Courtyard Wall | Side setback requirements min 3.0m side boundary 1 & 1.5m from side boundary 2 & garage. No zero setback. | Mandatory minimum building height (in metres) on primary frontage | Zoning | Block Detail Plan Page Number | Block Fill Plan Page Number | |
|-------|---------|-------|-----------|---------------------|----------------|---------------|-----------------|-------------|---|--------------|-------------------------------------|--|-------------------------------------|----------------------------------|-------------------|---------------------------------------|--------------------------|---|---|--------|-------------------------------|-----------------------------|----|
| 3 | 87 | 6 | 580 | 1 | Large | | | √ | | | | | | | | | | < | | RZ1 | 28 | 42 | |
| 3 | | 7 | 455 | 1 | Mid-size | √ | | | | | | | | | | | | | | | RZ1 | 28 | 42 |
| 3 | | 8 | 419 | 1 | Mid-size | √ | | | | | | | | | | | | | | | RZ1 | 28 | 42 |
| 3 | | 9 | 427 | 1 | Mid-size | √ | | | | | | | | | | | | | | | RZ1 | 28 | 42 |
| 3 | | 10 | 427 | 1 | Mid-size | √ | | | | | | | | | | | | | | | RZ1 | 28 | 42 |
| 3 | | 11 | 419 | 1 | Mid-size | √ | | | | | | | | | | | | | | | RZ1 | 28 | 42 |
| 3 | | 12 | 419 | 1 | Mid-size | √ | | | | | | | | | | | | | | | RZ1 | 28 | 42 |
| 3 | | 13 | 419 | 1 | Mid-size | √ | | | | | | | | | | | | | | | RZ1 | 28 | 42 |
| 3 | | 14 | 419 | 1 | Mid-size | √ | | | | | | | | | | | | | | | RZ1 | 28 | 42 |
| 3 | | 15 | 397 | 1 | Mid-size | √ | | | | | √ | √ | √ | | | √ | | | | | RZ1 | 28 | 42 |
| 3 | | 16 | 378 | 1 | Mid-size | √ | | | | | | | √ | | | √ | √ | | | | RZ1 | 28 | 42 |
| 3 | | 17 | 369 | 1 | Mid-size | √ | | | | | | | √ | | | | | | | | RZ1 | 28 | 42 |
| 3 | | 19 | 479 | 1 | Mid-size | √ | | | | | | | | | | √ | √ | | | | RZ1 | 28 | 42 |
| 3 | | 20 | 479 | 1 | Mid-size | √ | | | | | | | | | | √ | √ | | | | RZ1 | 28 | 42 |
| 3 | | 21 | 479 | 1 | Mid-size | √ | | | | | | | | | | √ | √ | | | | RZ1 | 28 | 42 |
| 3 | | 22 | 479 | 1 | Mid-size | √ | | | | | | | | | | √ | √ | | | | RZ1 | 28 | 42 |
| 3 | | 25 | 422 | 1 | Mid-size | √ | | | | | | | | | | √ | √ | | | | RZ1 | 28 | 42 |
| 3 | | 26 | 572 | 1 | Large | | | | √ | | | | | | | √ | √ | | | | RZ1 | 28 | 42 |
| 3 | | 27 | 492 | 1 | Mid-size | √ | | | | | | | | | | | | | | | RZ1 | 28 | 42 |
| 3 | | 88 | 6 | 500 | 1 | Mid-size | √ | | | √ | | | | | | | | | | | RZ1 | 28 | 42 |
| 3 | | | 7 | 555 | 1 | Large | | | √ | | | | | | | √ | √ | | √ | | RZ1 | 28 | 42 |
| 3 | | | 8 | 500 | 1 | Mid-size | √ | | | √ | | | | | | √ | √ | | | | RZ1 | 28 | 42 |
| 3 | | | 9 | 500 | 1 | Mid-size | √ | | | √ | | | | | | √ | √ | | | | RZ1 | 28 | 42 |
| 3 | | | 10 | 500 | 1 | Mid-size | √ | | | √ | | | | | | √ | √ | | | | RZ1 | 28 | 42 |
| 3 | | | 11 | 479 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | RZ1 | 28 | 42 |
| 3 | | | 13 | 402 | 1 | Mid-size | √ | | | | | | | √ | | √ | √ | | | | RZ1 | 28 | 42 |
| 3 | | | 14 | 444 | 1 | Mid-size | √ | | | | | | | √ | | √ | √ | | | | RZ1 | 28 | 42 |
| 3 | 15 | | 552 | 1 | Large | | | √ | | | √ | | √ | | | √ | | | | RZ1 | 28 | 42 | |
| 3 | 16 | | 479 | 1 | Mid-size | √ | | | | | | | | | | | | | | | RZ1 | 28 | 42 |
| 3 | 17 | | 500 | 1 | Mid-size | √ | | | √ | | | | | | | | | | | | RZ1 | 28 | 42 |
| 3 | 18 | 500 | 1 | Mid-size | √ | | | √ | | | | | | | | | | | | RZ1 | 28 | 42 | |
| 3 | 21 | 614 | 1 | Large | | | √ | | | | | | | | | | | | | RZ1 | 28 | 42 | |
| 3 | 89 | 7 | 502 | 1 | Large | | | √ | √ | | | | | | √ | √ | | | | RZ1 | 26 | 46 | |
| 3 | 91 | 5 | 377 | 1 | Mid-size | √ | | | | | √ | | | | | | | | | RZ1 | 26 | 45 | |
| 3 | | 10 | 456 | 1 | Mid-size | √ | | | | √ | | √ | | | | | | | | RZ1 | 26 | 45 | |
| 3 | 92 | 11 | 489 | 1 | Mid-size | √ | | | | | √ | √ | | | | | | 3 | | RZ1 | 24 | 38 | |
| 3 | | 12 | 489 | 1 | Mid-size | √ | | | | | | √ | √ | | | | | 3 | | RZ1 | 24 | 38 | |
| 3 | 93 | 1 | 483 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | RZ1 | 25 | 45 | |
| 3 | | 2 | 481 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | RZ1 | 25 | 45 | |
| 3 | | 3 | 495 | 1 | Mid-size | √ | | | | | √ | | | | √ | √ | | | | RZ1 | 25 | 45 | |
| 3 | | 4 | 475 | 1 | Mid-size | √ | | | | | √ | | | | √ | √ | | | | RZ1 | 25 | 45 | |
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| 3 | | 8 | 449 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | RZ1 | 25 | 45 | |
| 3 | | 9 | 449 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | RZ1 | 25 | 45 | |
| 3 | | 10 | 449 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | RZ1 | 25 | 45 | |
| 3 | | 11 | 449 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | RZ1 | 25 | 45 | |
| 3 | | 12 | 449 | 1 | Mid-size | √ | | | | | | | | | √ | √ | | | | RZ1 | 25 | 45 | |



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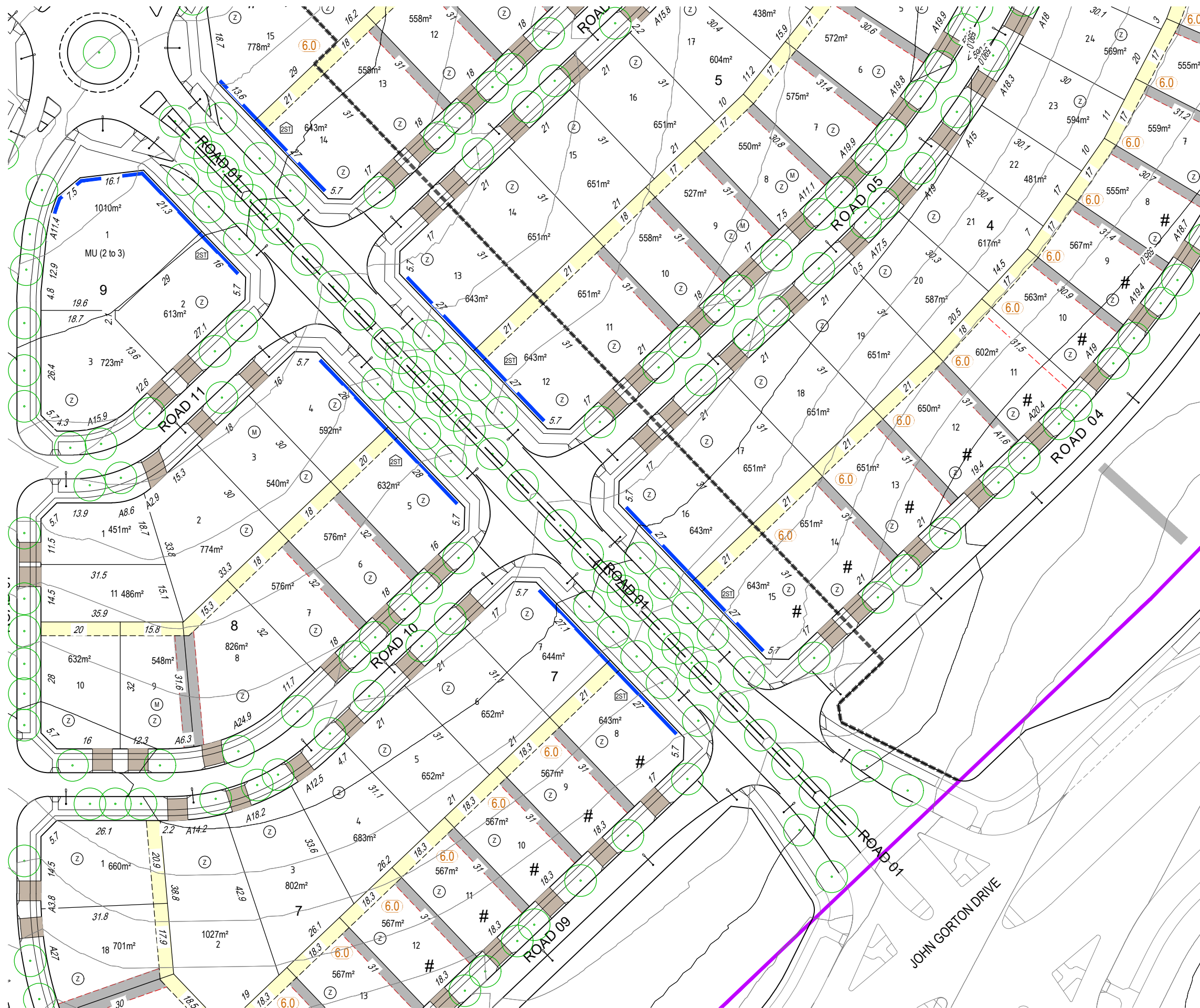
Annexure C - Block Details Plans

Below are the Block Details Plans for Whitlam - Stage 1 - Sections 4 & 16

***Please Note that:**

- Due to a recent change in survey standards, some blocks in the Block Details Plans show incorrect block size. Please refer to the Block Details Table in Annexure B for the correct block size.
- The following Block Details Plans contain references to recently superseded Single Dwelling Housing Development Code. The requirements shown in the Block Detail Plans still apply. Refer to the Molonglo Valley District Specifications - <https://www.legislation.act.gov.au/ni/2023-738/> for more detail about these requirements.

We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.



- ### LEGEND
- 1 BLOCK IDENTIFIER
 - 2 SECTION IDENTIFIER
 - 31 BLOCK DIMENSIONS (m)
 - 651m² BLOCK AREA (m²)
 - * MANDATORY HABITABLE ROOM ABOVE GARAGE
 - # FACADES FACING JOHN GORTON DRIVE AND WILLIAM HOVELL DRIVE REQUIRE ACOUSTIC PROTECTION MEASURES TO ADDRESS EXTERNAL ROAD NOISE. REFER TO RESIDENTIAL ZONES - SINGLE DWELLING HOUSING DEVELOPMENT CONTROL - WHITLAM - FOR DETAILS.
 - ▲ MANDATORY ZERO SETBACK (NOMINATED AS SIDE BOUNDARY 2 FOR THE PURPOSE OF R15 OF SDHDC)
 - (6.0) MINIMUM BUILDING HEIGHT (IN METRES) ALONG THE PRIMARY BLOCK FRONTAGES FOR ACOUSTIC PROTECTION OF 1 OR 2 STOREY BUILT FRONT
 - (M) MID SIZE CODE APPLIED TO THESE BLOCKS (500m²<-550m²) (FOR THE PURPOSE OF R21 OF THE SDHDC)
 - (Z) BLOCKS OVER 500m² - SIDE SETBACKS ARE MINIMUM 3.0m AND 1.5m FOR GARAGE. NO ZERO SETBACK (PROVISION OF R14 SDHDC DOES NOT APPLY)
 - (PST) MANDATORY 2 STOREY BUILT FORM
 - BUS STOP PAD
 - DRIVEWAY LOCATION
 - STREET LIGHT
 - UTILITY MAINTENANCE ACCESS EASEMENT
 - INTEGRATED HOUSING DEVELOPMENT
 - STORMWATER AND SEWER EASEMENT
 - LIMITED DEVELOPMENT POTENTIAL BLOCK (R.49 ESTATE DEVELOPMENT CODE)
 - FOOTPATH
 - STAGE BOUNDARY
 - MANDATORY COURTYARD WALL TO MAX HEIGHT OF 1.5m , CONSTRUCTED OF RENDERED BRICK, BLOCK OR STONEMARK IN COMBINATION WITH FEATURE PANELS, AND SETBACK 600m FROM THE FRONT BOUNDARY TO INCORPORATE LANDSCAPING. REFER TO DRAWING PCP1, DETAIL-1, TYPE 1 & TYPE 2 COURTYARD WALL ALONG SECONDARY FRONTAGE TO TERMINATE @ 5m FROM PRIMARY FRONTAGE
 - 567.0 ESTATE BOUNDARY
 - (○) DESIGN CONTOUR (@ INTERVAL 1m)
 - (○) INDICATIVE TREE LOCATIONS

- ### NOTES
1. CONTOUR INTERVAL IS 1m. CONTOURS REPRESENTS PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE. LEVELS SHOULD BE VERIFIED BY LESSEES
 2. PLAN SUBJECT TO SURVEY- FINAL DIMENSIONS, AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS.
 3. REFER TO HOUSING DEVELOPMENT GUIDELINES FOR DETAILS OF:
 - MAXIMUM RETAINING WALL HEIGHTS.
 - MAXIMUM LEVEL CHANGES.
 - SDHDC = SINGLE DWELLING HOUSING DEVELOPMENT CODE
- DISCLAIMER**
 THE SUBURBAN LAND AGENCY MAKES NO WARRANTY REGARDING THE ACCURACY OR COMPLETENESS OF INFORMATION ON THIS PUBLICATION AND RECOMMENDS OBTAINING INDEPENDENT LEGAL ADVICE BEFORE CONSIDERING PURCHASING LAND OR MAKING AN OFFER TO PURCHASE LAND.

| REVISED ELEMENTS | DESIGN | DRAWN | CHECK | APPROVED | DATE |
|------------------|--------|-------|-------|----------|------------|
| | JW | JW | CJC | AW | 26/02/2020 |

| AMENDMENT DETAILS | STATUS |
|-----------------------|---------------|
| | DETAIL DESIGN |
| Authorised for Issue: | |
| BY: | |
| SIGN: | DATE: |

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| SCALE 1:1000 (A3) |

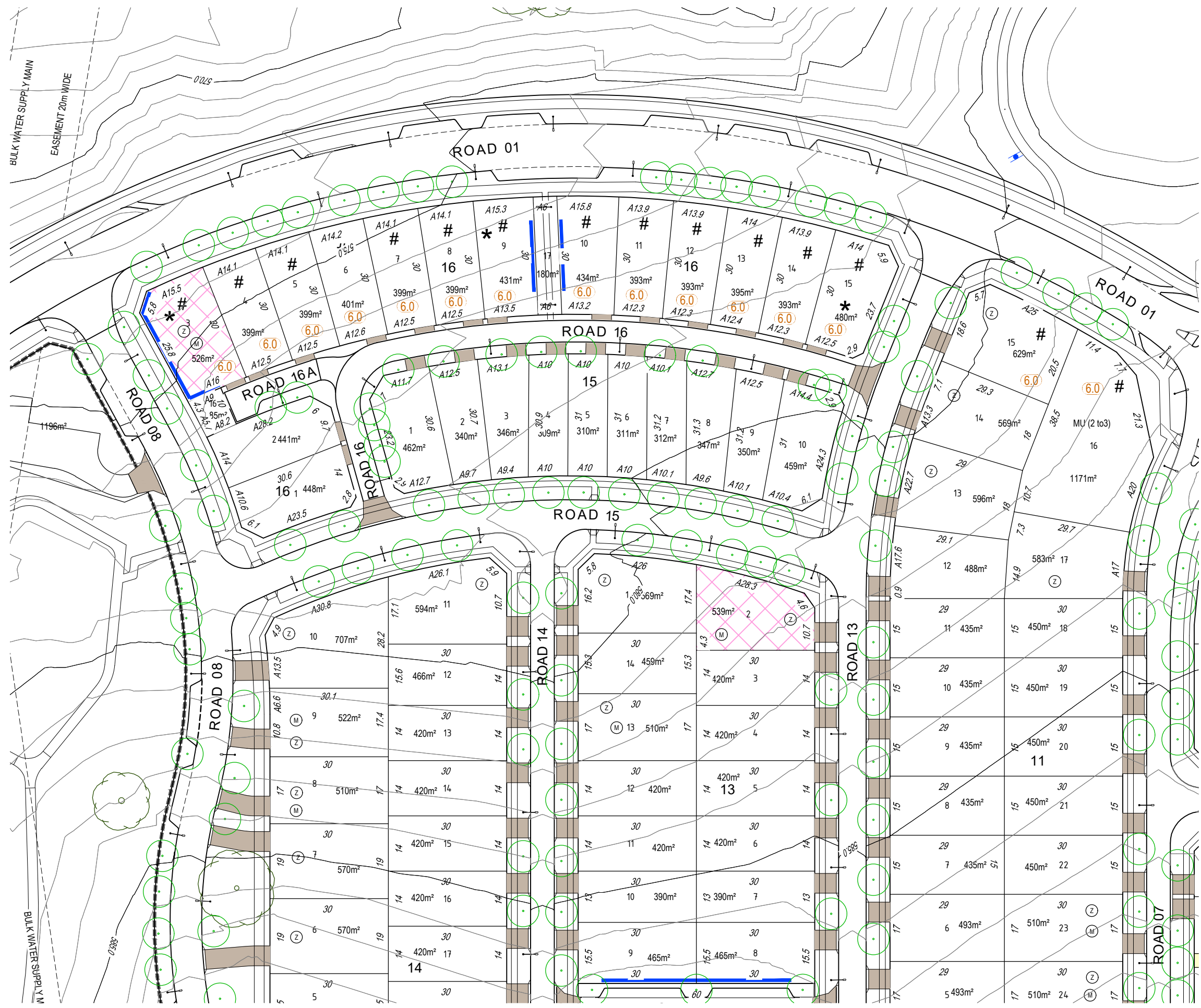
| WAE No. | CLIENT |
|---------|----------------|
| | ACT Government |



| PROJECT | DRAWING TITLE |
|------------------------|--------------------|
| WHITLAM ESTATE STAGE 1 | BLOCK DETAILS PLAN |

| PROJECT No. | DRAWING No. | REVISION |
|-------------|-------------|----------|
| 16-003589 | 2001 | A |

SHEET 2 OF 13 Page 15



LEGEND

- 1 BLOCK IDENTIFIER
- 2 SECTION IDENTIFIER
- 3/ BLOCK DIMENSIONS (m)
- 651m² BLOCK AREA (m²)
- * MANDATORY HABITABLE ROOM ABOVE GARAGE
- # FACADES FACING JOHN GORTON DRIVE AND WILLIAM HOVELL DRIVE REQUIRE ACOUSTIC PROTECTION MEASURES TO ADDRESS EXTERNAL ROAD NOISE. REFER TO RESIDENTIAL ZONES - SINGLE DWELLING HOUSING DEVELOPMENT CONTROL - WHITLAM - FOR DETAILS.
- ▲ MANDATORY ZERO SETBACK (NOMINATED AS SIDE BOUNDARY 2 FOR THE PURPOSE OF R15 OF SDHDC)
- (6.0) MINIMUM BUILDING HEIGHT (IN METRES) ALONG THE PRIMARY BLOCK FRONTAGES FOR ACOUSTIC PROTECTION OF 1 OR 2 STOREY BUILT FRONT
- (M) MID SIZE CODE APPLIED TO THESE BLOCKS (500m²-<550m²) (FOR THE PURPOSE OF R21 OF THE SDHDC)
- (Z) BLOCKS OVER 500m² - SIDE SETBACKS ARE MINIMUM 3.0m AND 1.5m FOR GARAGE. NO ZERO SETBACK (PROVISION OF R14 SDHDC DOES NOT APPLY)
- (ST) MANDATORY 2 STOREY BUILT FORM
- BUS STOP PAD
- DRIVEWAY LOCATION
- STREET LIGHT
- UTILITY MAINTENANCE ACCESS EASEMENT
- INTEGRATED HOUSING DEVELOPMENT
- STORMWATER AND SEWER EASEMENT
- LIMITED DEVELOPMENT POTENTIAL BLOCK (R.49 ESTATE DEVELOPMENT CODE)
- FOOTPATH
- STAGE BOUNDARY
- MANDATORY COURTYARD WALL TO MAX HEIGHT OF 1.5m , CONSTRUCTED OF RENDERED BRICK, BLOCK OR STONEWORK IN COMBINATION WITH FEATURE PANELS, AND SETBACK 600m FROM THE FRONT BOUNDARY TO INCORPORATE LANDSCAPING. REFER TO DRAWING PCP1, DETAIL-1, TYPE 1 & TYPE 2 COURTYARD WALL ALONG SECONDARY FRONTAGE TO TERMINATE @ 5m FROM PRIMARY FRONTAGE
- 567.0 ESTATE BOUNDARY
- DESIGN CONTOUR (@ INTERVAL 1m)
- INDICATIVE TREE LOCATIONS

NOTES

1. CONTOUR INTERVAL IS 1m. CONTOURS REPRESENTS PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE. LEVELS SHOULD BE VERIFIED BY LESSEES
2. PLAN SUBJECT TO SURVEY- FINAL DIMENSIONS, AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS.
3. REFER TO HOUSING DEVELOPMENT GUIDELINES FOR DETAILS OF:
 - MAXIMUM RETAINING WALL HEIGHTS.
 - MAXIMUM LEVEL CHANGES.
 - SDHDC = SINGLE DWELLING HOUSING DEVELOPMENT CODE

DISCLAIMER

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| DESIGN | DRAWN | CHECK | APPROVED | DATE |
|--------|-------|-------|----------|------------|
| JW | JW | CJC | AW | 26/02/2020 |

| REVISED | DATE | DESCRIPTION |
|---------|------------|-----------------|
| A | 18/03/2021 | UPDATED GRADING |

AMENDMENT DETAILS

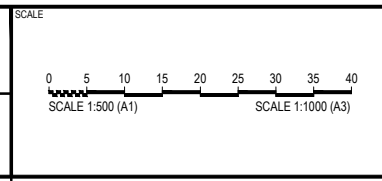
STATUS

DETAIL DESIGN

Authorised for Issue:

BY:

SIGN: DATE:



WAE No. ---

CLIENT

CREATING TIMELESS PLACES

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PROJECT

WHITLAM ESTATE STAGE 1

DISCLAIMER

ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR PRIOR TO CONSTRUCTION. USE WRITTEN DIMENSIONS ONLY, DO NOT SCALE. NOT FOR CONSTRUCTION UNLESS STAMPED BY CERTIFYING AUTHORITY

| DRAWING TITLE | PROJECT No. | DRAWING No. | REVISION |
|---------------------------|-------------|-------------|----------|
| BLOCK DETAILS PLAN | 16-003589 | 2003 | A |



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Below are the Block Details Plan for Whitlam - Stage 2 - Sections 10 & 46

***Please Note that:**

- Due to a recent change in survey standards, some blocks in the Block Details Plans show incorrect block size. Please refer to the Block Details Table in Annexure B for the correct block size.
- The following Block Details Plans contain references to recently superseded Single Dwelling Housing Development Code. The requirements shown in the Block Detail Plans still apply. Refer to the Molonglo Valley District Specifications - <https://www.legislation.act.gov.au/ni/2023-738/> for more detail about these requirements.

We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.



LEGEND

- a BLOCK IDENTIFIER
- A SECTION IDENTIFIER
- 31 BLOCK DIMENSIONS (m)
- 651m² BLOCK AREA (m²)
- * MANDATORY HABITABLE ROOM ABOVE GARAGE
- * ADDITIONAL NOISE AFFECTED BLOCKS - PROPOSED BUILDINGS ARE REQUIRED TO COMPLY WITH THE FOLLOWING:
 - Single-level dwellings must be a minimum height of 3m and a maximum height of 4.5m to comply with the NMP; or
 - Dwellings in excess of 4.5m height will require an individual acoustic assessment to be submitted as part of the development application.
- # FACADES FACING JOHN GORTON DRIVE AND WILLIAM HOVELL DRIVE REQUIRE ACOUSTIC PROTECTION MEASURES TO ADDRESS EXTERNAL ROAD NOISE. REFER TO RESIDENTIAL ZONES - SINGLE DWELLING HOUSING DEVELOPMENT CONTROL - WHITLAM - FOR DETAILS.
- ▲ MANDATORY ZERO SETBACK (NOMINATED AS SIDE BOUNDARY 2 FOR THE PURPOSE OF R15 OF SDHC)
- 6.0 MINIMUM BUILDING HEIGHT (IN METRES) ALONG THE PRIMARY BLOCK FRONTAGES FOR ACOUSTIC PROTECTION OF 1 OR 2 STOREY BUILT FRONT
- (M) MID SIZE CODE APPLIED TO THESE BLOCKS (500m²-550m²) (FOR THE PURPOSE OF R21 OF THE SDHC)
- (Z) BLOCKS OVER 500m² - SIDE SETBACKS ARE MINIMUM 3.0m AND 1.5m FOR GARAGE. NO ZERO SETBACK (PROVISION OF R14 SDHC DOES NOT APPLY)
- (EST) MANDATORY 2 STOREY BUILT FORM
- BUS STOP PAD
- DRIVEWAY LOCATION
- STREET LIGHT
- UTILITY MAINTENANCE ACCESS EASEMENT
- INTEGRATED HOUSING DEVELOPMENT
- STORMWATER AND SEWER EASEMENT
- LIMITED DEVELOPMENT POTENTIAL BLOCK (R.49 ESTATE DEVELOPMENT CODE)
- FOOTPATH
- STAGE BOUNDARY
- RETAINING WALL BUILT BY DEVELOPER
- MANDATORY COURTYARD WALL TO MAX HEIGHT OF 1.5m, CONSTRUCTED OF RENDERED BRICK, BLOCK OR STONEMWORK IN COMBINATION WITH FEATURE PANELS, AND SETBACK 600m FROM THE FRONT BOUNDARY TO INCORPORATE LANDSCAPING, REFER TO DRAWING PCP.1, DETAIL-1, TYPE 1 & TYPE 2 COURTYARD WALL ALONG SECONDARY FRONTAGE TO TERMINATE @ 5m FROM PRIMARY FRONTAGE
- 567.0 ESTATE BOUNDARY
- DESIGN CONTOUR (@ INTERVAL 1m)
- /// INDICATIVE TREE LOCATIONS
- ▶ RIGHT OF WAY FOR EMERGENCY VEHICLES
- ◻ EXISTING SUBSTATION
- ◻ SUBSTATION

NOTES

1. CONTOUR INTERVAL IS 1m. CONTOURS REPRESENTS PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE, LEVELS SHOULD BE VERIFIED BY LESSEES
2. PLAN SUBJECT TO SURVEY- FINAL DIMENSIONS, AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS.
3. REFER TO HOUSING DEVELOPMENT GUIDELINES FOR DETAILS OF:
 - MAXIMUM RETAINING WALL HEIGHTS.
 - MAXIMUM LEVEL CHANGES.
 - SDHC = SINGLE DWELLING HOUSING DEVELOPMENT CODE

DISCLAIMER
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FOR CONTINUATION REFER TO DRAWING No. 16-003589.2-2002

FOR CONTINUATION REFER TO DRAWING No. 16-003589.2-2001

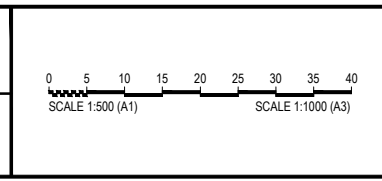
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| 2 | SY | EH | SY | <i>GA</i> | 10/02/2021 |
| 3 | MU | EH | GA | <i>GA</i> | 06/04/2022 |

AMENDMENT DETAILS

| | |
|---|---------------------------------------|
| 1 | UPDATED DETAILED DESIGN GRADING |
| 2 | LEGEND AND BLOCKS INFORMATION UPDATED |
| 3 | CONTOURS UPDATED |

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Authorised for Issue:
 BY: _____
 SIGN: _____ DATE: _____

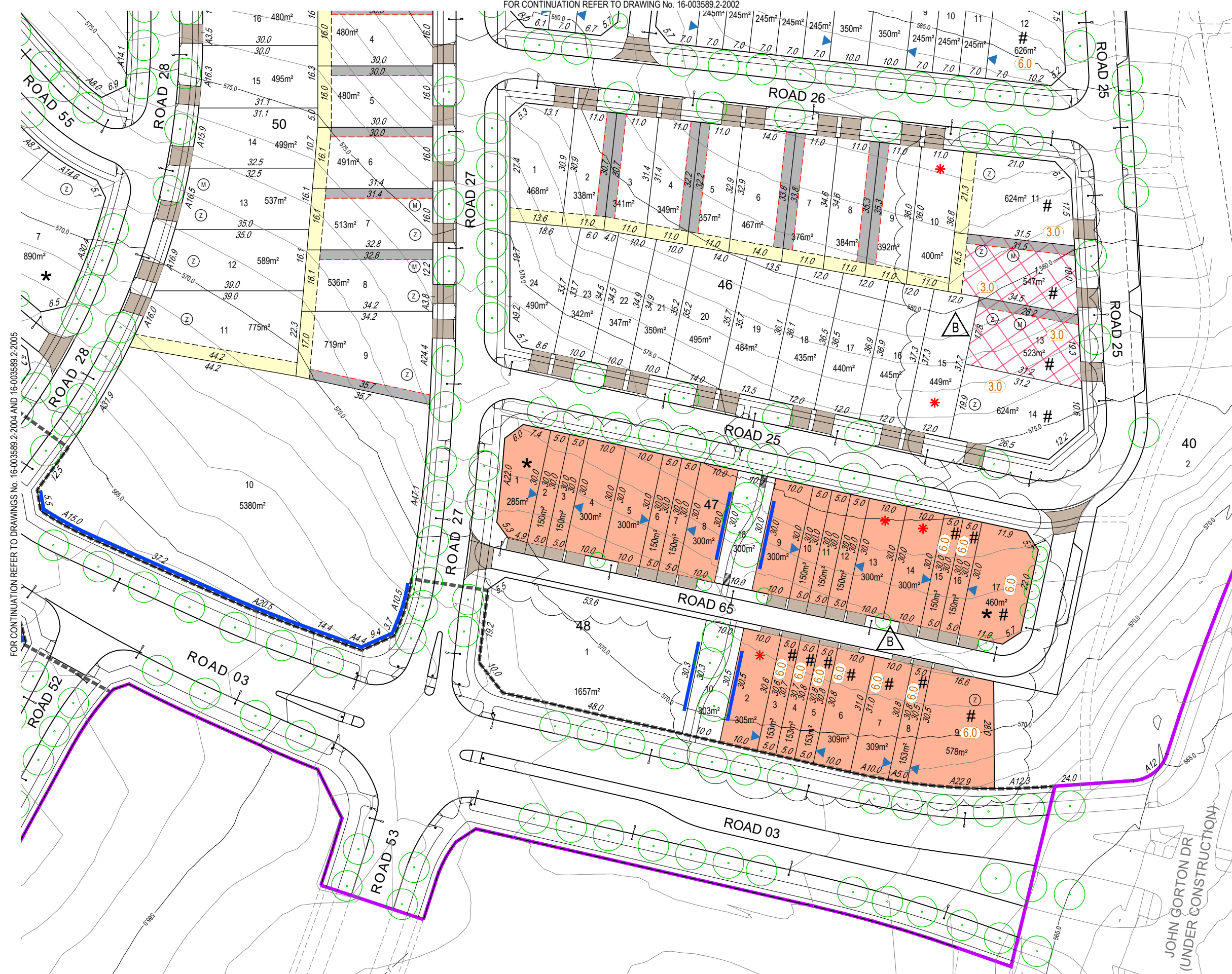


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WHITLAM ESTATE STAGE 2

DISCLAIMER
 ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR PRIOR TO CONSTRUCTION. USE WRITTEN DIMENSIONS ONLY, DO NOT SCALE. NOT FOR CONSTRUCTION UNLESS STAMPED BY CERTIFYING AUTHORITY



LEGEND

- a BLOCK IDENTIFIER
- A SECTION IDENTIFIER
- 31 BLOCK DIMENSIONS (m)
- 651m² BLOCK AREA (m²)
- * MANDATORY HABITABLE ROOM ABOVE GARAGE
- ▲ ADDITIONAL NOISE AFFECTED BLOCKS - PROPOSED BUILDINGS ARE REQUIRED TO COMPLY WITH THE FOLLOWING:
 - Single-level dwellings must be a minimum height of 3m and a maximum height of 4.5m to comply with the NMP; or
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- 6.0 MINIMUM BUILDING HEIGHT (IN METRES) ALONG THE PRIMARY BLOCK FRONTAGES FOR ACOUSTIC PROTECTION OF 1 OR 2 STOREY BUILT FRONT
- (M) MID SIZE CODE APPLIED TO THESE BLOCKS (500m²-550m²) (FOR THE PURPOSE OF R21 OF THE SDHC)
- (Z) BLOCKS OVER 500m² - SIDE SETBACKS ARE MINIMUM 3.0m AND 1.5m FOR GARAGE. NO ZERO SETBACK (PROVISION OF R14 SDHC DOES NOT APPLY)
- ESTI MANDATORY 2 STOREY BUILT FORM
- BUS STOP PAD
- DRIVEWAY LOCATION
- STREET LIGHT
- UTILITY MAINTENANCE ACCESS EASEMENT
- INTEGRATED HOUSING DEVELOPMENT
- STORMWATER AND SEWER EASEMENT
- LIMITED DEVELOPMENT POTENTIAL BLOCK (R.49 ESTATE DEVELOPMENT CODE)
- FOOTPATH
- STAGE BOUNDARY
- RETAINING WALL BUILT BY DEVELOPER
- MANDATORY COURTYARD WALL TO MAX HEIGHT OF 1.5m, CONSTRUCTED OF RENDERED BRICK, BLOCK OR STONEMWORK IN COMBINATION WITH FEATURE PANELS, AND SETBACK 600m FROM THE FRONT BOUNDARY TO INCORPORATE LANDSCAPING, REFER TO DRAWING PCP.1, DETAIL-1, TYPE 1 & TYPE 2 COURTYARD WALL ALONG SECONDARY FRONTAGE TO TERMINATE @ 5m FROM PRIMARY FRONTAGE
- 57.0 ESTATE BOUNDARY
- DESIGN CONTOUR (@ INTERVAL 1m)
- INDICATIVE TREE LOCATIONS
- ▶ RIGHT OF WAY FOR EMERGENCY VEHICLES
- ◻ EXISTING SUBSTATION

NOTES

- CONTOUR INTERVAL IS 1m. CONTOURS REPRESENTS PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE, LEVELS SHOULD BE VERIFIED BY LESSEES
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- REFER TO HOUSING DEVELOPMENT GUIDELINES FOR DETAILS OF:
 - MAXIMUM RETAINING WALL HEIGHTS.
 - MAXIMUM LEVEL CHANGES.
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FOR CONTINUATION REFER TO DRAWINGS No. 16-003589.2-2004 AND 16-003589.2-2005

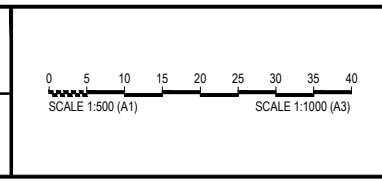
FOR CONTINUATION REFER TO DRAWING No. 16-003589.2-2002

FOR CONTINUATION REFER TO DRAWING No. 16-003589.2-2001

| REVISED | DESIGN | DRAWN | CHECK | APPROVED | DATE | AMENDMENT DETAILS |
|---------|--------|-------|-------|----------|------------|---------------------------------------|
| ISSUE | CRG | BEI | SY | AA | | |
| A | PL | PL | SY | AA | 13/01/2021 | UPDATED DETAILED DESIGN GRADING |
| B | SY | EH | SY | AA | 10/02/2021 | LEGEND AND BLOCKS INFORMATION UPDATED |

DETAIL DESIGN

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 BY: _____
 SIGN: _____ DATE: _____



WHITLAM ESTATE STAGE 2

DISCLAIMER
 ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR PRIOR TO CONSTRUCTION. USE WRITTEN DIMENSIONS ONLY, DO NOT SCALE. NOT FOR CONSTRUCTION UNLESS STAMPED BY CERTIFYING AUTHORITY



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Below are the Block Details Plans for Whitlam - Stage 3 - Sections 73, 74, 75, 80, 83, 84, 85, 86, 87, 88, 89, 91, 92 & 93

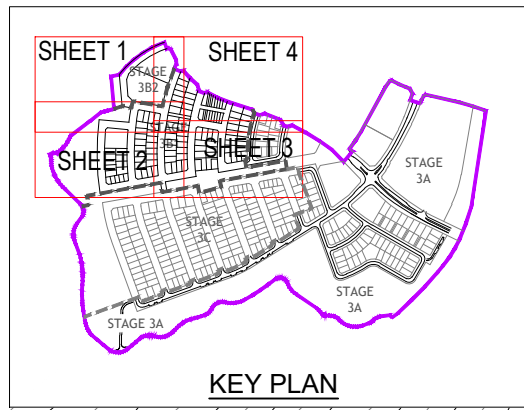
***Please Note that:**

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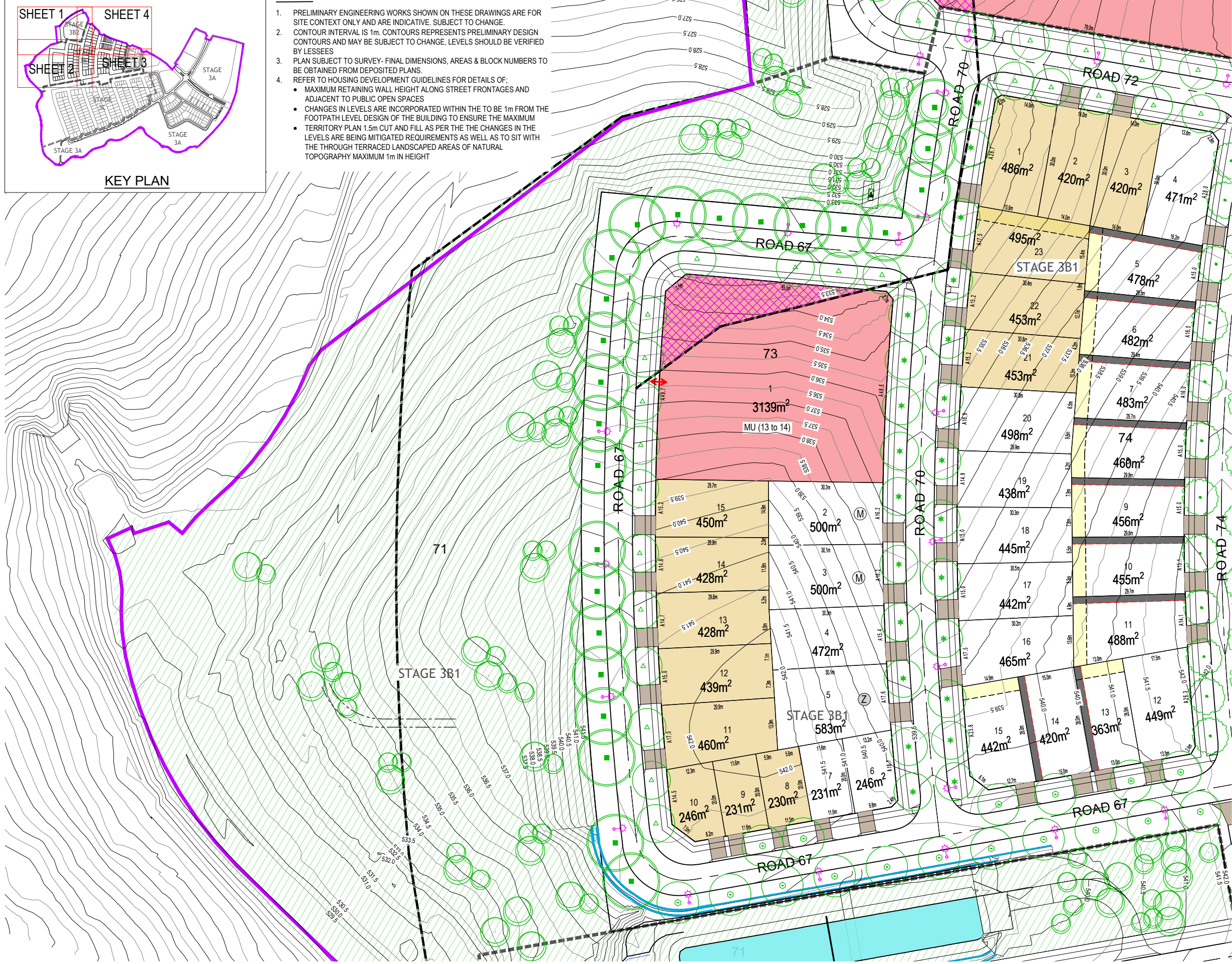
We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.



NOTES

- PRELIMINARY ENGINEERING WORKS SHOWN ON THESE DRAWINGS ARE FOR SITE CONTEXT ONLY AND ARE INDICATIVE. SUBJECT TO CHANGE.
- CONTOUR INTERVAL IS 1m. CONTOURS REPRESENTS PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE, LEVELS SHOULD BE VERIFIED BY LESSEES
- PLAN SUBJECT TO SURVEY- FINAL DIMENSIONS, AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS.
- REFER TO HOUSING DEVELOPMENT GUIDELINES FOR DETAILS OF:
 - MAXIMUM RETAINING WALL HEIGHT ALONG STREET FRONTAGES AND ADJACENT TO PUBLIC OPEN SPACES
 - CHANGES IN LEVELS ARE INCORPORATED WITHIN THE TO BE 1m FROM THE FOOTPATH LEVEL DESIGN OF THE BUILDING TO ENSURE THE MAXIMUM TERRITORY PLAN 1.5m CUT AND FILL AS PER THE THE CHANGES IN THE LEVELS ARE BEING MITIGATED REQUIREMENTS AS WELL AS TO SIT WITH THE THROUGH TERRACED LANDSCAPED AREAS OF NATURAL TOPOGRAPHY MAXIMUM 1m IN HEIGHT

FOR CONTINUATION REFER TO DRAWING No. 18-001248.3B-2001



LEGEND

- 1 BLOCK IDENTIFIER
- 3 SECTION IDENTIFIER
- 30.0m BLOCK DIMENSIONS (m)
- 500m² BLOCK AREA (m²)
- * MANDATORY HABITABLE ROOM ABOVE GARAGE (R62 OF ESTATE DEVELOPMENT CODE)
- # FACADES FACING JOHN GORTON DRIVE REQUIRE ACOUSTIC PROTECTION MEASURES TO ADDRESS EXTERNAL ROAD NOISE.
 - REFER TO WHITLAM STAGE 3 - OVERARCHING NOISE MANAGEMENT PLAN FOR 'NOISE AFFECTED' BLOCKS BY WSP (NOVEMBER 2020)
- ▲ MANDATORY ZERO SETBACK (NOMINATED AS SIDE BOUNDARY 2 FOR THE PURPOSE OF R15 OF SINGLE DWELLING HOUSING DEVELOPMENT CODE)
- (M) MID SIZED BLOCK CONTROLS (500m²-<550m²) APPLY TO THESE BLOCKS (FOR THE PURPOSE OF R21 OF THE SINGLE HOUSING DEVELOPMENT CODE)
- (Z) BLOCKS OVER 550m² - SIDE SETBACK REQUIREMENTS FOR LOWER FLOOR LEVEL IN THE TABLE 5 AND TABLE 6B UNDER SINGLE DWELLING HOUSING DEVELOPMENT DO NOT APPLY. SETBACKS REQUIRED ARE:
 - A MINIMUM 3.0m FROM SIDE BOUNDARY 1;
 - A MINIMUM 1.5m FROM SIDE BOUNDARY 2; AND
 - A GARAGE MUST BE SETBACK A MINIMUM OF 1.5m FROM SIDE BOUNDARY 2, SO AS TO ALIGN WITH THE VERGE CROSSING LOCATION
- BUS STOP PAD
- DRIVEWAY LOCATION
- STREET LIGHT
- UTILITY MAINTENANCE ACCESS PASSAGE 1.8m WIDE
- STORMWATER AND SEWER EASEMENT (3.5m WIDE UNLESS NOTED OTHERWISE)
- ▨ AREA SUBJECT TO APZ REQUIREMENT
- ▨ LIMITED DEVELOPMENT POTENTIAL BLOCK (R.49 OF ESTATE DEVELOPMENT CODE)
- FOOTPATH
- RETAINING WALL BUILT BY DEVELOPER
- MANDATORY COURTYARD WALL TO MAX HEIGHT OF 1.5m
 - CONSTRUCTED OF RENDERED BRICK, BLOCK OR STONEMASK IN COMBINATION WITH FEATURE PANELS, AND SETBACK 600mm FROM THE FRONT BOUNDARY TO INCORPORATE LANDSCAPING. REFER TO DRAWING PCP4, DETAIL-1, TYPE 1 & TYPE 2;
 - COURTYARD WALL ALONG SECONDARY FRONTAGE TO TERMINATE AT 5m FROM PRIMARY FRONTAGE.
- NO VEHICLE ACCESS TO THIS SECTION OF BOUNDARY
- 3m SETBACK TO RZ1 BLOCKS
- APZ
- ESTATE BOUNDARY
- STAGE BOUNDARY
- ▨ OPEN SPACE
- ▨ INTEGRATED HOUSING DEVELOPMENT
- ▨ BUILDINGS TO COMPLY WITH AS 3959:2018 - BUSHFIRE ATTACK LEVEL (BAL) - 19 (MODERATE)
- ▨ BUILDINGS TO COMPLY WITH AS 3959:2018 - BUSHFIRE ATTACK LEVEL (BAL) - 12.5 (LOW)
- 567.0 DESIGN CONTOUR (@ INTERVAL 1m)
- INDICATIVE TREE LOCATIONS
- SUBSTATION
- ↔ INDICATIVE MULTI UNIT DRIVEWAY LOCATION

FOR CONTINUATION REFER TO DRAWING No. 18-001248.3B-2004

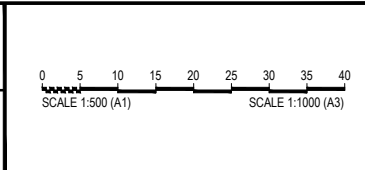
FOR CONTINUATION REFER TO DRAWING No. 18-001248.3B-2003

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| ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE |
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| 1 | MJ | EH | CA | CA | 24/06/2022 |

| AMENDMENT DETAILS | |
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HDG
 Authorised for Issue:
 BY: _____
 SIGN: _____ DATE: _____

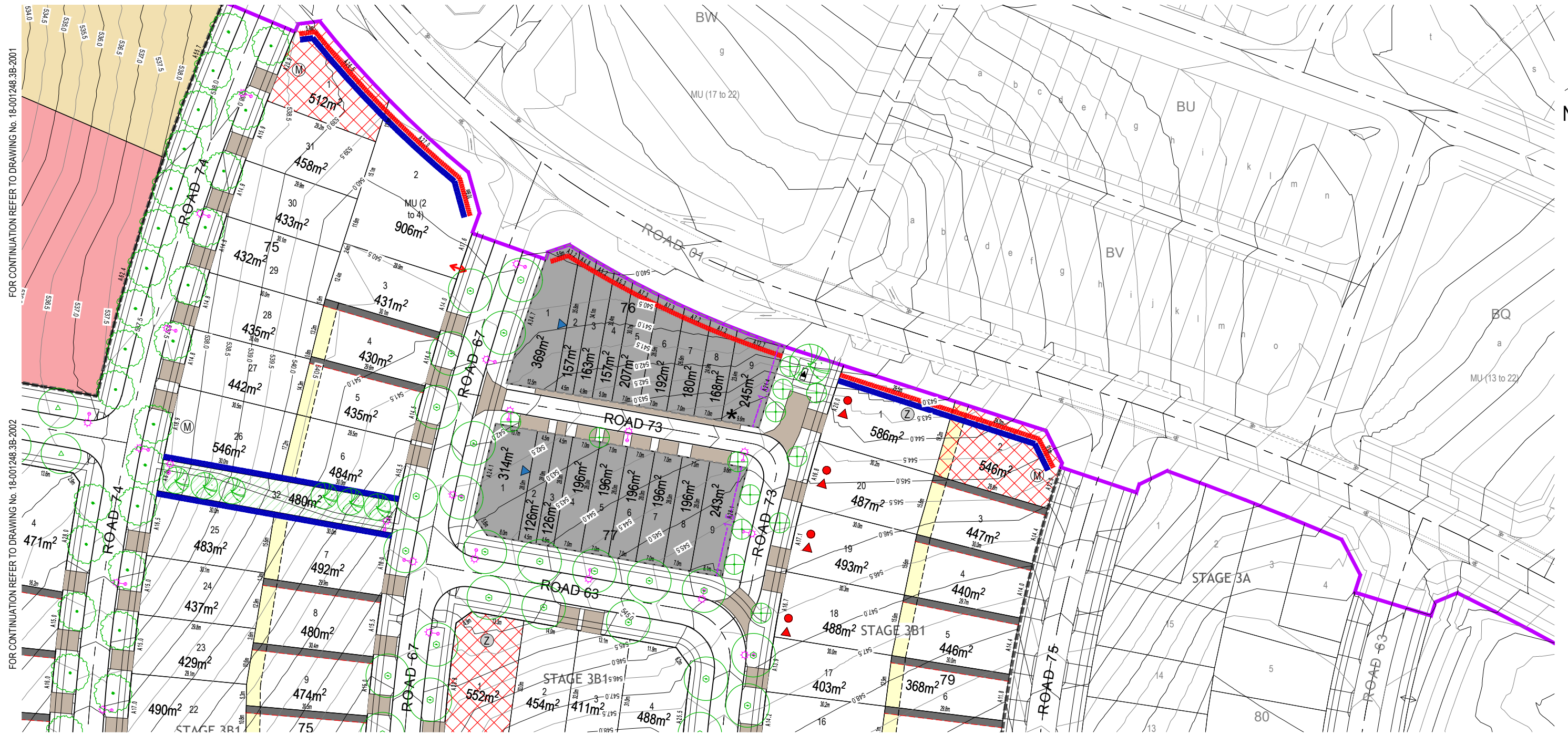


WHITLAM ESTATE - STAGE 3B
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FOR CONTINUATION REFER TO DRAWING No. 18-001248.3B-2001

FOR CONTINUATION REFER TO DRAWING No. 18-001248.3B-2002

FOR CONTINUATION REFER TO DRAWING No. 18-001248.3B-2003



LEGEND

- 1 BLOCK IDENTIFIER
- 3 SECTION IDENTIFIER
- 30m BLOCK DIMENSIONS (m)
- 500m² BLOCK AREA (m²)
- * MANDATORY HABITABLE ROOM ABOVE GARAGE (R62 OF ESTATE DEVELOPMENT CODE)
- # FACADES FACING JOHN GORTON DRIVE REQUIRE ACOUSTIC PROTECTION MEASURES TO ADDRESS EXTERNAL ROAD NOISE.
 - REFER TO WHITLAM STAGE 3 - OVERARCHING NOISE MANAGEMENT PLAN FOR 'NOISE AFFECTED' BLOCKS BY WSP (NOVEMBER 2020)
- ▲ MANDATORY ZERO SETBACK (NOMINATED AS SIDE BOUNDARY 2 FOR THE PURPOSE OF R15 OF SINGLE DWELLING HOUSING DEVELOPMENT CODE)
- c STREET LIGHT
- THE EXCEPTIONS TO MINIMUM FRONT BOUNDARY SETBACKS IDENTIFIED IN TABLES 2C AND 3C OF THE SINGLE DWELLING HOUSING DEVELOPMENT CODE DO NOT APPLY TO THESE BLOCKS
- ▲ THE MAXIMUM TOTAL WIDTH OF GARAGE DOORS AND EXTERNAL WIDTH OF CARPORTS IS THE LESSER OF THE FOLLOWING:
 - 6m
 - 50% of the facade of the dwelling
- (M) MID SIZED BLOCK CONTROLS (500m²-550m²) APPLY TO THESE BLOCKS (FOR THE PURPOSE OF R21 OF THE SINGLE HOUSING DEVELOPMENT CODE)
- (Z) BLOCKS OVER 550m² - SIDE SETBACK REQUIREMENTS FOR LOWER FLOOR LEVEL IN THE TABLE 5 AND TABLE 6B UNDER SINGLE DWELLING HOUSING DEVELOPMENT DO NOT APPLY. SETBACKS REQUIRED ARE:
 - A MINIMUM 3.0m FROM SIDE BOUNDARY 1;
 - A MINIMUM 1.5m FROM SIDE BOUNDARY 2; AND
 - A GARAGE MUST BE SETBACK A MINIMUM OF 1.5m FROM SIDE BOUNDARY 2, SO AS TO ALIGN WITH THE VERGE CROSSING LOCATION
- BUS STOP PAD
- DRIVEWAY LOCATION

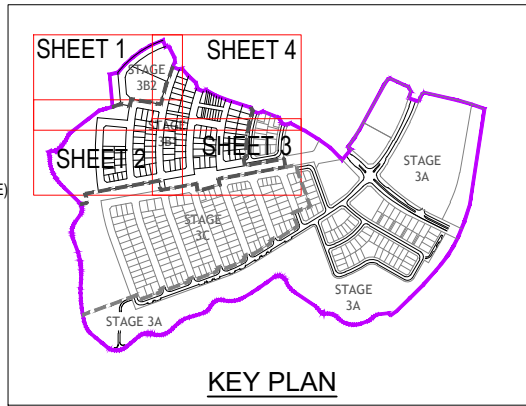
- UTILITY MAINTENANCE ACCESS PASSAGE 1.8m WIDE
- STORMWATER AND SEWER EASEMENT (3.5m WIDE UNLESS NOTED OTHERWISE)
- AREA SUBJECT TO APZ REQUIREMENT
- LIMITED DEVELOPMENT POTENTIAL BLOCK (R.49 OF ESTATE DEVELOPMENT CODE)
- FOOTPATH
- RETAINING WALL BUILT BY DEVELOPER
- MANDATORY COURTYARD WALL TO MAX HEIGHT OF 1.5m
 - CONSTRUCTED OF RENDERED BRICK, BLOCK OR STONEMASONRY IN COMBINATION WITH FEATURE PANELS, AND SETBACK 600mm FROM THE FRONT BOUNDARY TO INCORPORATE LANDSCAPING. REFER TO DRAWING PCP4, DETAIL-1, TYPE 1 & TYPE 2;
 - COURTYARD WALL ALONG SECONDARY FRONTAGE TO TERMINATE AT 5m FROM PRIMARY FRONTAGE.
- ACOUSTIC CONTOUR - L15, HOUR 60DBA FOR DAYTIME
- NO VEHICLE ACCESS TO THIS SECTION OF BOUNDARY
- 3m SETBACK TO R21 BLOCKS
- 1.5--- MINIMUM 1.5m SIDE SETBACK, APPLICABLE TO LOWER FLOOR LEVEL
- APZ
- ESTATE BOUNDARY
- STAGE BOUNDARY
- OPEN SPACE
- INTEGRATED HOUSING DEVELOPMENT
 - BUILDINGS TO COMPLY WITH AS 3959:2018 - BUSHFIRE ATTACK LEVEL (BAL) - 19 (MODERATE)
 - BUILDINGS TO COMPLY WITH AS 3959:2018 - BUSHFIRE ATTACK LEVEL (BAL) - 12.5 (LOW)
- 567.0 DESIGN CONTOUR (@ INTERVAL 1m)
- INDICATIVE TREE LOCATIONS
- SUBSTATION
- ↔ INDICATIVE MULTI UNIT DRIVEWAY LOCATION

NOTES

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- CONTOUR INTERVAL IS 1m. CONTOURS REPRESENTS PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE, LEVELS SHOULD BE VERIFIED BY LESSEES
- PLAN SUBJECT TO SURVEY- FINAL DIMENSIONS, AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS.
- REFER TO HOUSING DEVELOPMENT GUIDELINES FOR DETAILS OF:
 - MAXIMUM RETAINING WALL HEIGHT ALONG STREET FRONTAGES AND ADJACENT TO PUBLIC OPEN SPACES
 - CHANGES IN LEVELS ARE INCORPORATED WITHIN THE TO BE 1m FROM THE FOOTPATH LEVEL DESIGN OF THE BUILDING TO ENSURE THE MAXIMUM TERRITORY PLAN 1.5m CUT AND FILL, AS PER THE THE CHANGES IN THE LEVELS ARE BEING MITIGATED REQUIREMENTS AS WELL AS TO SIT WITH THE THROUGH TERRACED LANDSCAPED AREAS OF NATURAL TOPOGRAPHY MAXIMUM 1m IN HEIGHT

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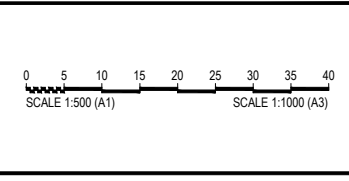


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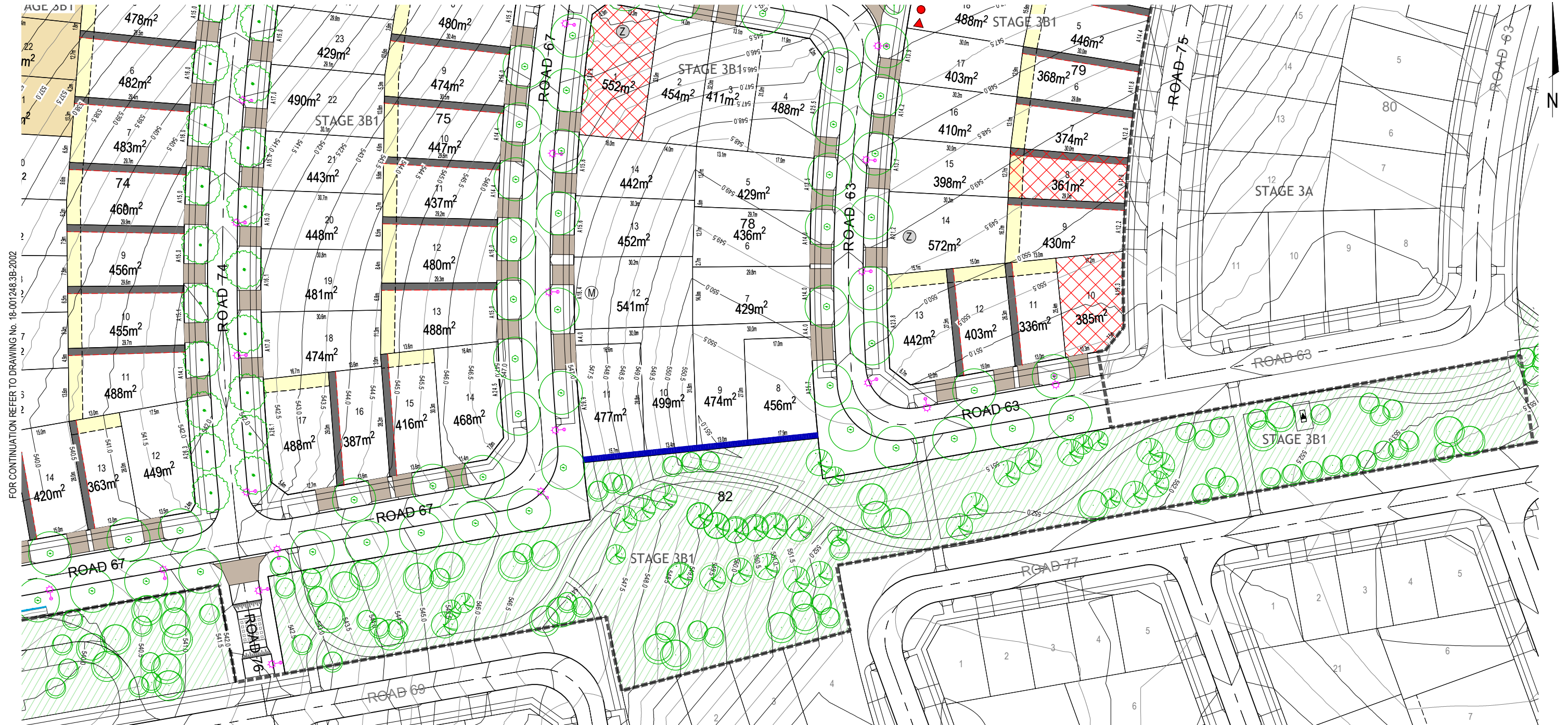
AMENDMENT DETAILS

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WHITLAM ESTATE - STAGE 3B
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FOR CONTINUATION REFER TO DRAWING No. 18-001248.3B-2002

LEGEND

- 1 BLOCK IDENTIFIER
- 3 SECTION IDENTIFIER
- 30m BLOCK DIMENSIONS (m)
- 500m² BLOCK AREA (m²)
- * MANDATORY HABITABLE ROOM ABOVE GARAGE (R62 OF ESTATE DEVELOPMENT CODE)
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- ▶ MANDATORY ZERO SETBACK (NOMINATED AS SIDE BOUNDARY 2 FOR THE PURPOSE OF R15 OF SINGLE DWELLING HOUSING DEVELOPMENT CODE)
- ⊕ STREET LIGHT
- THE EXCEPTIONS TO MINIMUM FRONT BOUNDARY SETBACKS IDENTIFIED IN TABLES 2C AND 3C OF THE SINGLE DWELLING HOUSING DEVELOPMENT CODE DO NOT APPLY TO THESE BLOCKS
- ▲ THE MAXIMUM TOTAL WIDTH OF GARAGE DOORS AND EXTERNAL WIDTH OF CARPORTS IS THE LESSER OF THE FOLLOWING:
 - 6m
 - 50% of the facade of the dwelling
- Ⓜ MID SIZED BLOCK CONTROLS (500m²-550m²) APPLY TO THESE BLOCKS (FOR THE PURPOSE OF R21 OF THE SINGLE HOUSING DEVELOPMENT CODE)
- Ⓩ BLOCKS OVER 550m² - SIDE SETBACK REQUIREMENTS FOR LOWER FLOOR LEVEL IN THE TABLE 5 AND TABLE 6B UNDER SINGLE DWELLING HOUSING DEVELOPMENT DO NOT APPLY. SETBACKS REQUIRED ARE:
 - A MINIMUM 3.0m FROM SIDE BOUNDARY 1;
 - A MINIMUM 1.5m FROM SIDE BOUNDARY 2; AND
 - A GARAGE MUST BE SETBACK A MINIMUM OF 1.5m FROM SIDE BOUNDARY 2, SO AS TO ALIGN WITH THE VERGE CROSSING LOCATION
- BUS STOP PAD
- DRIVEWAY LOCATION

- UTILITY MAINTENANCE ACCESS PASSAGE 1.8m WIDE
- STORMWATER AND SEWER EASEMENT (3.5m WIDE UNLESS NOTED OTHERWISE)
- LIMITED DEVELOPMENT POTENTIAL BLOCK (R.49 OF ESTATE DEVELOPMENT CODE)
- FOOTPATH
- RETAINING WALL BUILT BY DEVELOPER
- MANDATORY COURTYARD WALL TO MAX HEIGHT OF 1.5m
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- ACOUSTIC CONTOUR - L15, HOUR 60DBA FOR DAYTIME
- NO VEHICLE ACCESS TO THIS SECTION OF BOUNDARY
- 3m SETBACK TO RZ1 BLOCKS

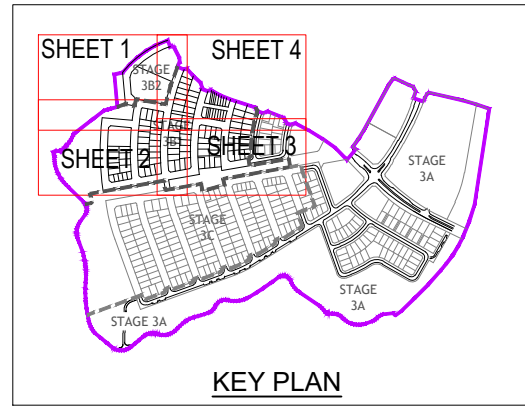
- APZ
- ESTATE BOUNDARY
- STAGE BOUNDARY
- OPEN SPACE
- BUILDINGS TO COMPLY WITH AS 3959:2018 - BUSHFIRE ATTACK LEVEL (BAL) - 12.5 (LOW)
- 567.0 DESIGN CONTOUR (@ INTERVAL 1m)
- INDICATIVE TREE LOCATIONS
- SUBSTATION
- ↔ INDICATIVE MULTI UNIT DRIVEWAY LOCATION

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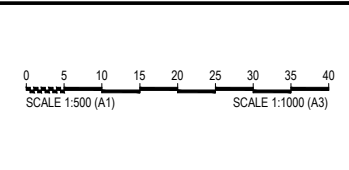
AMENDMENT DETAILS

HDG

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BY:

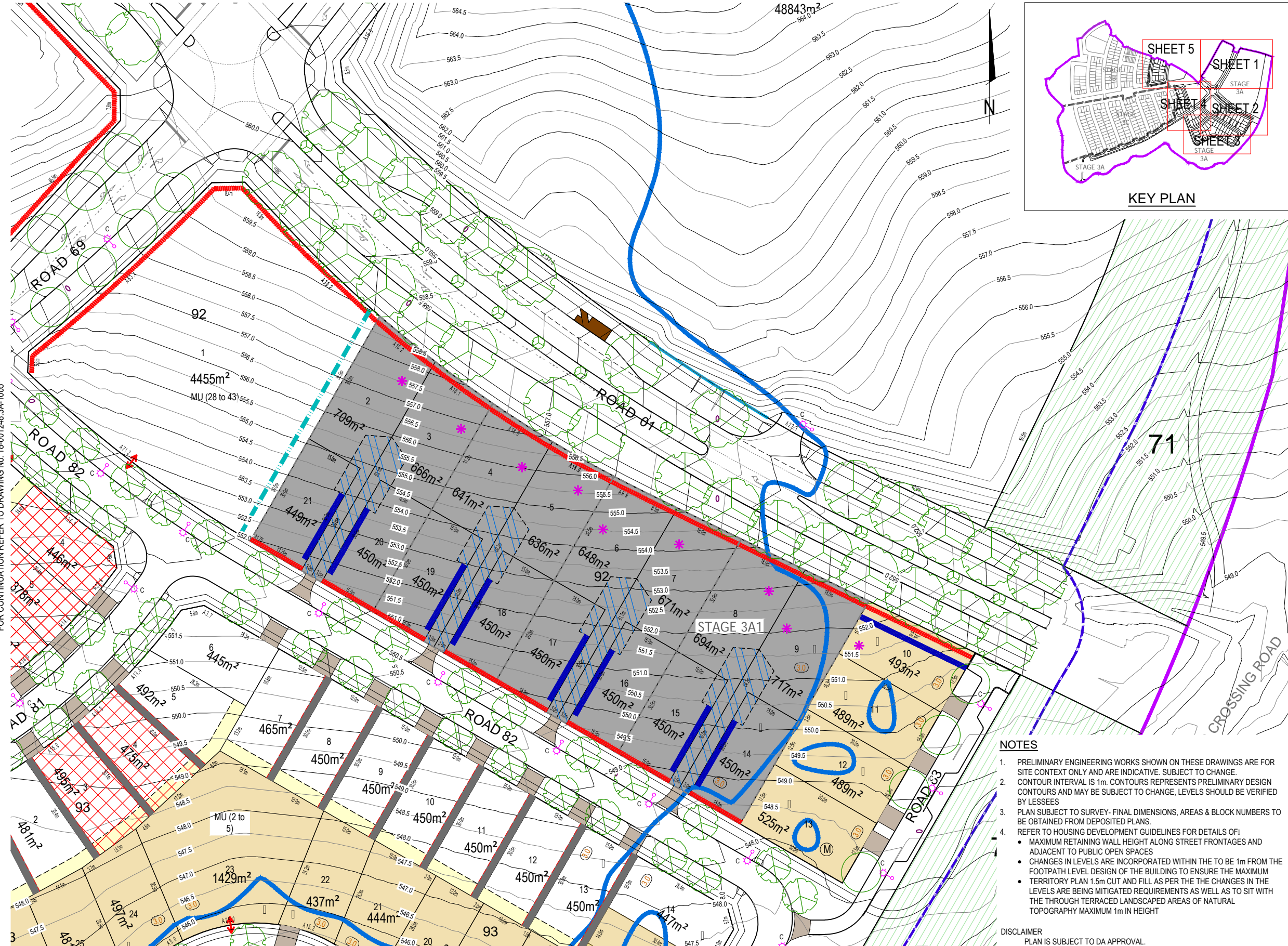
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WHITLAM ESTATE - STAGE 3B

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FOR CONTINUATION REFER TO DRAWING No. 18-001248.3A-1001



LEGEND

- 1 BLOCK IDENTIFIER
- 3 SECTION IDENTIFIER
- 30m BLOCK DIMENSIONS (m)
- 500m² BLOCK AREA (m²)
- * MANDATORY HABITABLE ROOM ABOVE GARAGE (R62 OF ESTATE DEVELOPMENT CODE)
- * FINISHED FLOOR LEVEL (FFL) OF ANY DWELLING ENTRANCE ACCESSIBLE FROM THE FRONT BOUNDARY MUST BE NO LOWER THAN THE FRONT BOUNDARY RL WHERE THE PATHWAY FROM THAT ENTRANCE CONNECTS TO THE FRONT BOUNDARY
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- 3.0 MINIMUM BUILDING HEIGHT (IN METRES) ALONG THE PRIMARY BLOCK FRONTAGES FOR ACOUSTIC PROTECTION.
- (M) MID SIDE BLOCK CONTROLS (500m² - 550m²) APPLY TO THESE BLOCKS (FOR THE PURPOSE OF R21 OF THE SINGLE HOUSING DEVELOPMENT CODE)
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- STAGE BOUNDARY
- OPEN SPACE
- BUILDFERS TO COMPLY WITH AS 3959:2018 - BUSHFIRE ATTACK LEVEL (BAL) - 12.5 (LOW)
- INTEGRATED HOUSING DEVELOPMENT
- RIGHT OF ACCESS AND SERVICES EASEMENT
 - INTERNAL DRIVEWAY MUST BE OF A UNIFORM PERMEABLE DESIGN
- 567.0 DESIGN CONTOUR (@ INTERVAL 1m)
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- SUBSTATION
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FOR CONTINUATION REFER TO DRAWING No. 18-001248.3A-1005

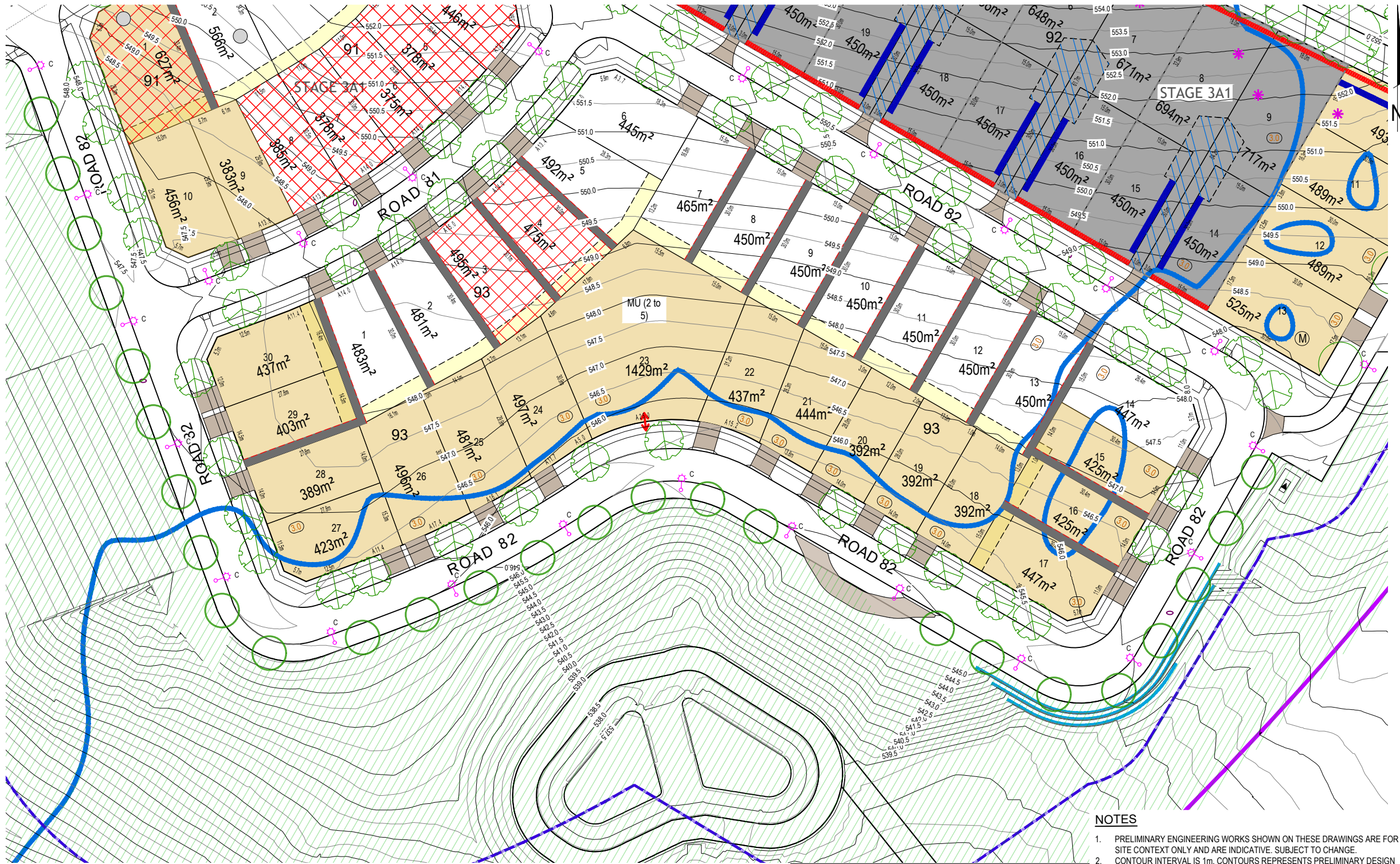
FOR CONTINUATION REFER TO DRAWING No. 18-001248.3A-1003

| <p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>FIRST ISSUE</th> <th>DESIGN</th> <th>DRAWN</th> <th>CHECK</th> <th>APPROVED</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>MU</td> <td>EH</td> <td>gargan</td> <td>gargan</td> <td>19/11/2021</td> </tr> <tr> <td>B</td> <td>MU</td> <td>EH</td> <td>gargan</td> <td>gargan</td> <td>21/02/2022</td> </tr> <tr> <td>C</td> <td>MU</td> <td>EH</td> <td>gargan</td> <td>gargan</td> <td>22/02/2022</td> </tr> <tr> <td>D</td> <td>MU</td> <td>EH</td> <td>gargan</td> <td>gargan</td> <td>10/06/2022</td> </tr> <tr> <td>E</td> <td>MU</td> <td>EH</td> <td>gargan</td> <td>gargan</td> <td>20/06/2022</td> </tr> <tr> <td>F</td> <td>MU</td> <td>EH</td> <td>gargan</td> <td>gargan</td> <td>25/07/2022</td> </tr> </tbody> </table> | FIRST ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE | A | MU | EH | gargan | gargan | 19/11/2021 | B | MU | EH | gargan | gargan | 21/02/2022 | C | MU | EH | gargan | gargan | 22/02/2022 | D | MU | EH | gargan | gargan | 10/06/2022 | E | MU | EH | gargan | gargan | 20/06/2022 | F | MU | EH | gargan | gargan | 25/07/2022 | <p>AMENDMENT DETAILS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>LEGEND UPDATED</td> <td>21/02/2022</td> </tr> <tr> <td>2</td> <td>SPACELAB COMMENTS ADDRESSED</td> <td>22/02/2022</td> </tr> <tr> <td>3</td> <td>BLOCK & SECTION NO. UPDATED</td> <td>10/06/2022</td> </tr> <tr> <td>4</td> <td>BLOCK AND SECTION NO. UPDATED FOR LEGEND</td> <td>20/06/2022</td> </tr> <tr> <td>5</td> <td>BLOCK 21 SECTION 92 FRONT BOUNDARY DIMENSIONS UPDATED</td> <td>25/07/2022</td> </tr> </tbody> </table> | NO. | DESCRIPTION | DATE | 1 | LEGEND UPDATED | 21/02/2022 | 2 | SPACELAB COMMENTS ADDRESSED | 22/02/2022 | 3 | BLOCK & SECTION NO. UPDATED | 10/06/2022 | 4 | BLOCK AND SECTION NO. UPDATED FOR LEGEND | 20/06/2022 | 5 | BLOCK 21 SECTION 92 FRONT BOUNDARY DIMENSIONS UPDATED | 25/07/2022 | <p>DETAIL DESIGN</p> <p>Authorised for Issue:</p> <p>BY: _____</p> <p>SIGN: _____ DATE: _____</p> | <p>0 5 10 15 20 25 30 35 40</p> <p>SCALE 1:500 (A1) SCALE 1:1000 (A3)</p> | <p>WAE No. _____</p> <p>ACT Government</p> <p>Suburban Land Agency</p> | <p>calibre</p> <p>calbregroup.com</p> | <p>SPACELAB</p> <p>CREATING TIMELESS PLACES</p> | <p>WHITLAM ESTATE - STAGE 3A</p> <p>DISCLAIMER ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR PRIOR TO CONSTRUCTION. USE WRITTEN DIMENSIONS ONLY, DO NOT SCALE. NOT FOR CONSTRUCTION UNLESS STAMPED BY CERTIFYING AUTHORITY</p> | <p>BLOCK DETAILS PLAN - SHEET 2</p> <p>SHEET 2 OF 5 Page 24</p> <p>18-001248.3A 2002 E</p> |
|---|---|------------|--------|----------|------------|------|---|----|----|--------|--------|------------|---|----|----|--------|--------|------------|---|----|----|--------|--------|------------|---|----|----|--------|--------|------------|---|----|----|--------|--------|------------|---|----|----|--------|--------|------------|---|-----|-------------|------|---|----------------|------------|---|-----------------------------|------------|---|-----------------------------|------------|---|--|------------|---|---|------------|--|--|--|--|--|--|---|
| FIRST ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A | MU | EH | gargan | gargan | 19/11/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B | MU | EH | gargan | gargan | 21/02/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C | MU | EH | gargan | gargan | 22/02/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D | MU | EH | gargan | gargan | 10/06/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E | MU | EH | gargan | gargan | 20/06/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F | MU | EH | gargan | gargan | 25/07/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 1 | LEGEND UPDATED | 21/02/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | SPACELAB COMMENTS ADDRESSED | 22/02/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | BLOCK & SECTION NO. UPDATED | 10/06/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | BLOCK AND SECTION NO. UPDATED FOR LEGEND | 20/06/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | BLOCK 21 SECTION 92 FRONT BOUNDARY DIMENSIONS UPDATED | 25/07/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

FOR CONTINUATION REFER TO DRAWING No. 18-001248.3A-1004

FOR CONTINUATION REFER TO DRAWING No. 18-001248.3A-1002

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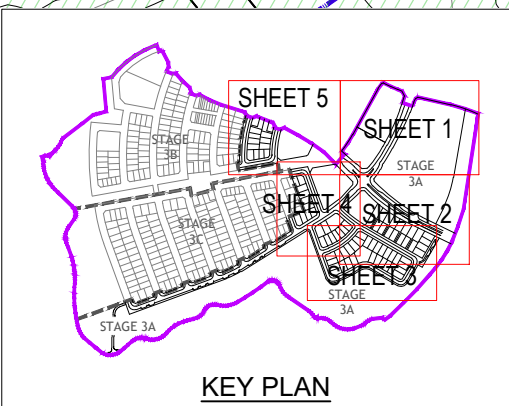
| LEGEND | |
|-------------------|--|
| 1 | BLOCK IDENTIFIER |
| 3 | SECTION IDENTIFIER |
| 30m | BLOCK DIMENSIONS (m) |
| 500m ² | BLOCK AREA (m ²) |
| * | MANDATORY HABITABLE ROOM ABOVE GARAGE (R62 OF ESTATE DEVELOPMENT CODE) |
| * | FINISHED FLOOR LEVEL (FFL) OF ANY DWELLING ENTRANCE ACCESSIBLE FROM THE FRONT BOUNDARY MUST BE NO LOWER THAN THE FRONT BOUNDARY RL WHERE THE PATHWAY FROM THAT ENTRANCE CONNECTS TO THE FRONT BOUNDARY |
| # | FACADES FACING JOHN GORTON DRIVE REQUIRE ACOUSTIC PROTECTION MEASURES TO ADDRESS EXTERNAL ROAD NOISE <ul style="list-style-type: none"> REFER TO WHITLAM STAGE 3 - OVERARCHING NOISE MANAGEMENT PLAN FOR NOISE AFFECTED BLOCKS BY WSP (NOVEMBER 2020) |
| ▲ | MANDATORY ERO SETBACK (NOMINATED AS SIDE BOUNDARY 2 FOR THE PURPOSE OF R15 OF SINGLE DWELLING HOUSING DEVELOPMENT CODE) |
| 3.0 | MINIMUM BUILDING HEIGHT (IN METRES) ALONG THE PRIMARY BLOCK FRONTAGES FOR ACOUSTIC PROTECTION. |
| (M) | MID SIZED BLOCK CONTROLS (500m ² - 550m ²) APPLY TO THESE BLOCKS (FOR THE PURPOSE OF R21 OF THE SINGLE HOUSING DEVELOPMENT CODE) |
| ● | BLOCKS OVER 550m ² - SIDE SETBACK REQUIREMENTS FOR LOWER FLOOR LEVEL IN THE TABLE 5 AND TABLE 6B UNDER SINGLE DWELLING HOUSING DEVELOPMENT DO NOT APPLY. SETBACKS REQUIRED ARE: <ul style="list-style-type: none"> A MINIMUM 3.0m FROM SIDE BOUNDARY 1 A MINIMUM 1.5m FROM SIDE BOUNDARY 2 AND A GARAGE MUST BE SETBACK A MINIMUM OF 1.5m FROM SIDE BOUNDARY 2, SO AS TO ALIGN WITH THE VERGE CROSSING LOCATION |
| ■ | BUS STOP PAD |
| ■ | DRIVEWAY LOCATION |
| c | STREET LIGHT |
| ■ | UTILITY MAINTENANCE ACCESS PASSAGE 1.8m WIDE |
| --- | STORMWATER AND SEWER EASEMENT (3.5m WIDE UNLESS NOTED OTHERWISE) |
| ▨ | LIMITED DEVELOPMENT POTENTIAL BLOCK (R.49 OF ESTATE DEVELOPMENT CODE) |
| --- | FOOTPATH |
| --- | RETAINING WALL BUILT BY DEVELOPER |
| --- | MANDATORY COURTYARD WALL TO MAX HEIGHT OF 1.5m <ul style="list-style-type: none"> CONSTRUCTED OF RENDERED BRICK, BLOCK OR STONEMASONRY IN COMBINATION WITH FEATURE PANELS, AND SETBACK 600m FROM THE FRONT BOUNDARY TO INCORPORATE LANDSCAPING. REFER TO DRAWING PCP4, DETAIL-1, TYPE 1 & TYPE 2 COURTYARD WALL ALONG SECONDARY FRONTAGE TO TERMINATE AT 5m FROM PRIMARY FRONTAGE. |
| --- | ACOUSTIC CONTOUR - L15, HOUR 60DBA FOR DAYTIME |
| --- | NO VEHICLE ACCESS TO THIS SECTION OF BOUNDARY |
| --- | 3m SETBACK TO R 1 BLOCKS |
| --- | AP |
| --- | ESTATE BOUNDARY |
| --- | STAGE BOUNDARY |
| ▨ | OPEN SPACE |
| ▨ | BUILDINGS TO COMPLY WITH AS 3959:2018 - BUSHFIRE ATTACK LEVEL (BAL) - 12.5 (LOW) |
| ▨ | INTEGRATED HOUSING DEVELOPMENT |
| ▨ | RIGHT OF ACCESS AND SERVICES EASEMENT <ul style="list-style-type: none"> INTERNAL DRIVEWAY MUST BE OF A UNIFORM PERMEABLE DESIGN |
| --- | DESIGN CONTOUR (@ INTERVAL 1m) |
| ○ | INDICATIVE TREE LOCATIONS |
| ■ | SUBSTATION |
| ↔ | INDICATIVE MULTI UNIT DRIVEWAY LOCATION |

NOTES

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- PLAN SUBJECT TO SURVEY - FINAL DIMENSIONS, AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS.
- REFER TO HOUSING DEVELOPMENT GUIDELINES FOR DETAILS OF
 - MAXIMUM RETAINING WALL HEIGHT ALONG STREET FRONTAGES AND ADJACENT TO PUBLIC OPEN SPACES
 - CHANGES IN LEVELS ARE INCORPORATED WITHIN THE TO BE 1m FROM THE FOOTPATH LEVEL DESIGN OF THE BUILDING TO ENSURE THE MAXIMUM
 - TERRITORY PLAN 1.5m CUT AND FILL AS PER THE THE CHANGES IN THE LEVELS ARE BEING MITIGATED REQUIREMENTS AS WELL AS TO SIT WITH THE THROUGH TERRACED LANDSCAPED AREAS OF NATURAL TOPOGRAPHY MAXIMUM 1m IN HEIGHT

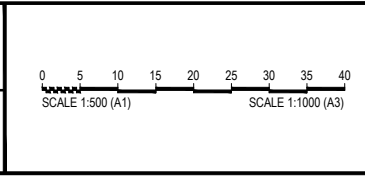
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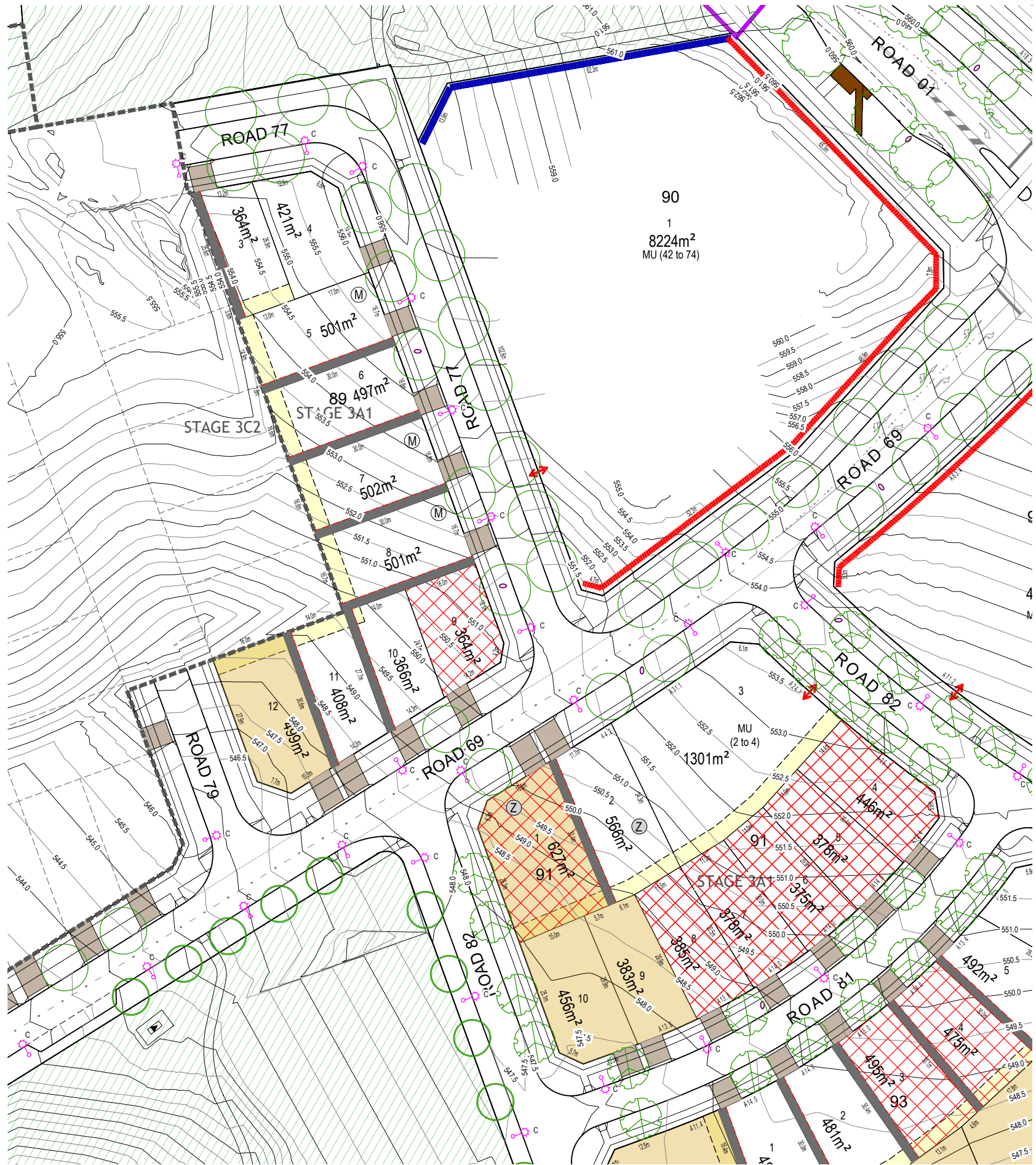


| FIRST ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE | AMENDMENT DETAILS |
|-------------|--------|-------|-------|----------|------------|--|
| A | MJ | EH | GD | GD | 21/02/2022 | LEGEND AND CONTOURS UPDATED |
| B | MJ | EH | GD | GD | 22/02/2022 | SPACELAB COMMENTS ADDRESSED |
| C | MJ | EH | GD | GD | 10/06/2022 | BLOCK & SECTION NO. UPDATED |
| D | MJ | EH | GD | GD | 20/06/2022 | BLOCK AND SECTION NO. UPDATED FOR LEGEND |

| | |
|----------------------|-----------------------|
| DETAIL DESIGN | Authorised for Issue: |
| BY: | GD |
| SIGN: | DATE: |



WHITLAM ESTATE - STAGE 3A
 BLOCK DETAILS PLAN - SHEET 3
 SHEET 3 OF 5
 18-001248.3A 2003

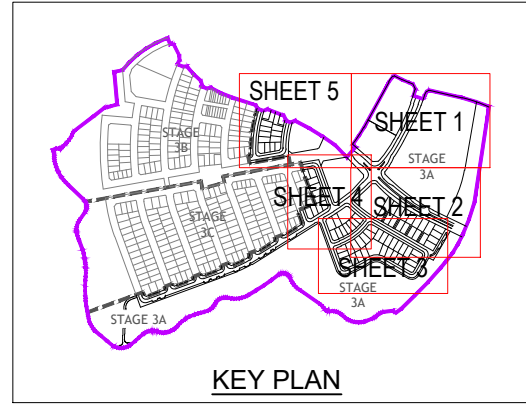


FOR CONTINUATION REFER TO DRAWING No. 18-001248.3A-1002

FOR CONTINUATION REFER TO DRAWING No. 18-001248.3A-1003

FOR CONTINUATION REFER TO DRAWING No. 18-001248.3A-1003

- LEGEND**
- 1 BLOCK IDENTIFIER
 - 3 SECTION IDENTIFIER
 - 30m BLOCK DIMENSIONS (m)
 - 500m² BLOCK AREA (m²)
 - * MANDATORY HABITABLE ROOM ABOVE GARAGE (R62 OF ESTATE DEVELOPMENT CODE)
 - * FINISHED FLOOR LEVEL (FLL) OF ANY DWELLING ENTRANCE ACCESSIBLE FROM THE FRONT BOUNDARY MUST BE NO LOWER THAN THE FRONT BOUNDARY RL WHERE THE PATHWAY FROM THAT ENTRANCE CONNECTS TO THE FRONT BOUNDARY
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 - ▲ MANDATORY ZERO SETBACK (NOMINATED AS SIDE BOUNDARY 2 FOR THE PURPOSE OF R15 OF SINGLE DWELLING HOUSING DEVELOPMENT CODE)
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 - (M) MID SIZED BLOCK CONTROLS (500m²-550m²) APPLY TO THESE BLOCKS (FOR THE PURPOSE OF R21 OF THE SINGLE HOUSING DEVELOPMENT CODE)
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 - BUS STOP PAD
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 - LIMITED DEVELOPMENT POTENTIAL BLOCK (R.49 OF ESTATE DEVELOPMENT CODE)
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 - ACOUSTIC CONTOUR - L15, HOUR 60DBA FOR DAYTIME
 - NO VEHICLE ACCESS TO THIS SECTION OF BOUNDARY
 - 3m SETBACK TO RZ1 BLOCKS
 - APZ
 - ESTATE BOUNDARY
 - STAGE BOUNDARY
 - OPEN SPACE
 - BUILDINGS TO COMPLY WITH AS 3959:2018 - BUSHFIRE ATTACK LEVEL (BAL) - 12.5 (LOW)
 - 567.0 DESIGN CONTOUR (@ INTERVAL 1m)
 - INDICATIVE TREE LOCATIONS
 - SUBSTATION
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- NOTES**
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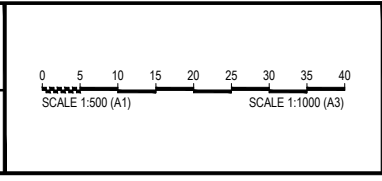
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|-------------|--------|-------|--------|----------|------------|
| | AM | EH | Garban | | 19/11/2021 |
| A | MJ | EH | Garban | | 10/06/2022 |
| B | MJ | EH | Garban | | 20/06/2022 |

AMENDMENT DETAILS

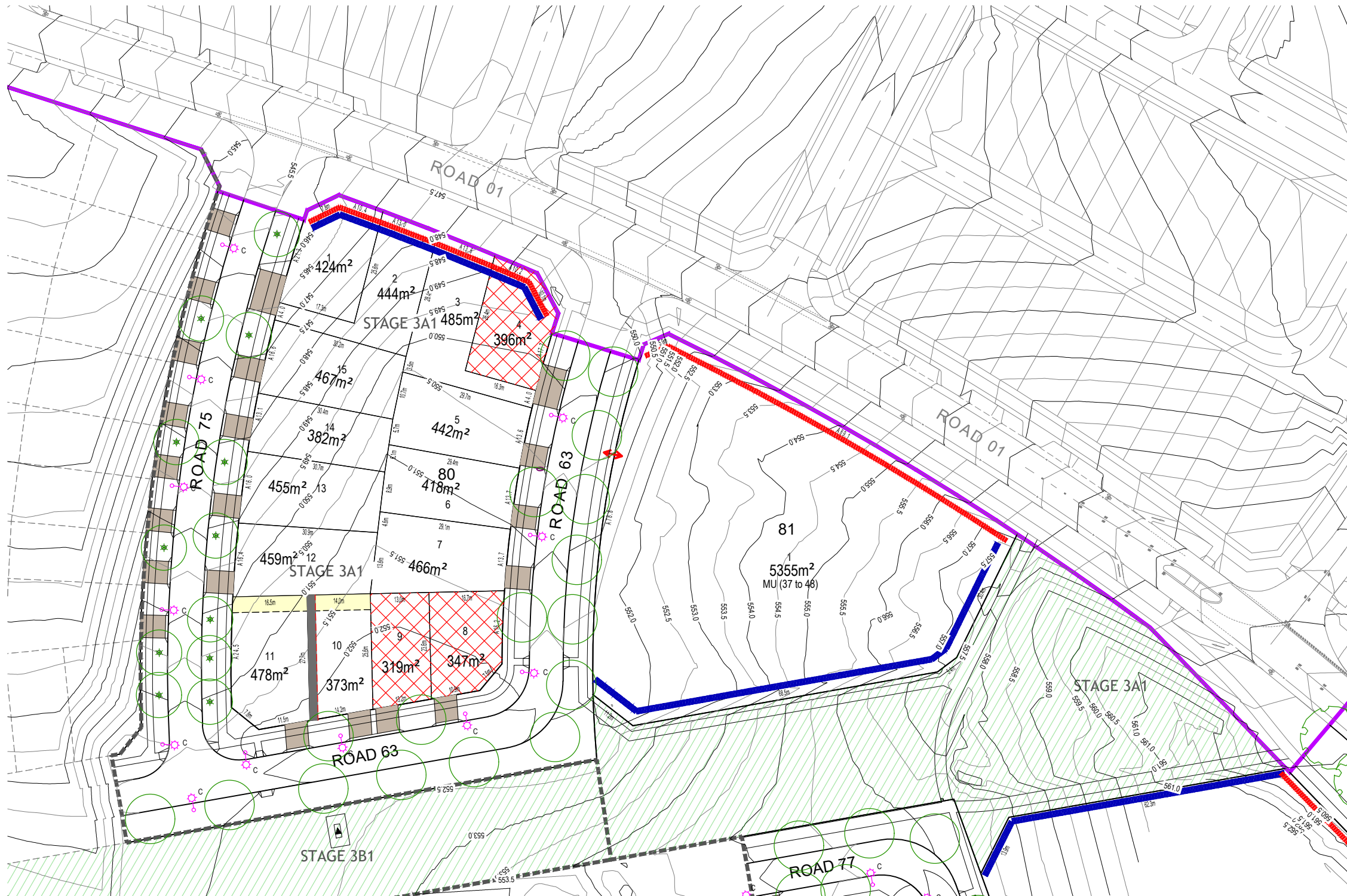
DETAIL DESIGN

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 BY: _____
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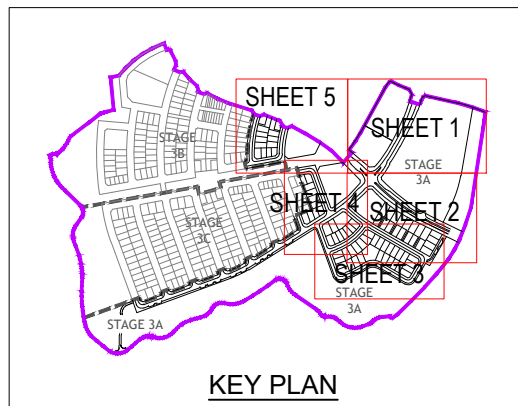


WHITLAM ESTATE - STAGE 3A

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LEGEND

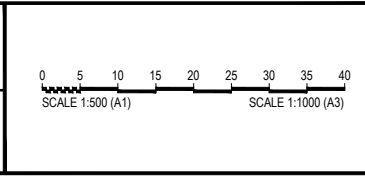
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DISCLAIMER

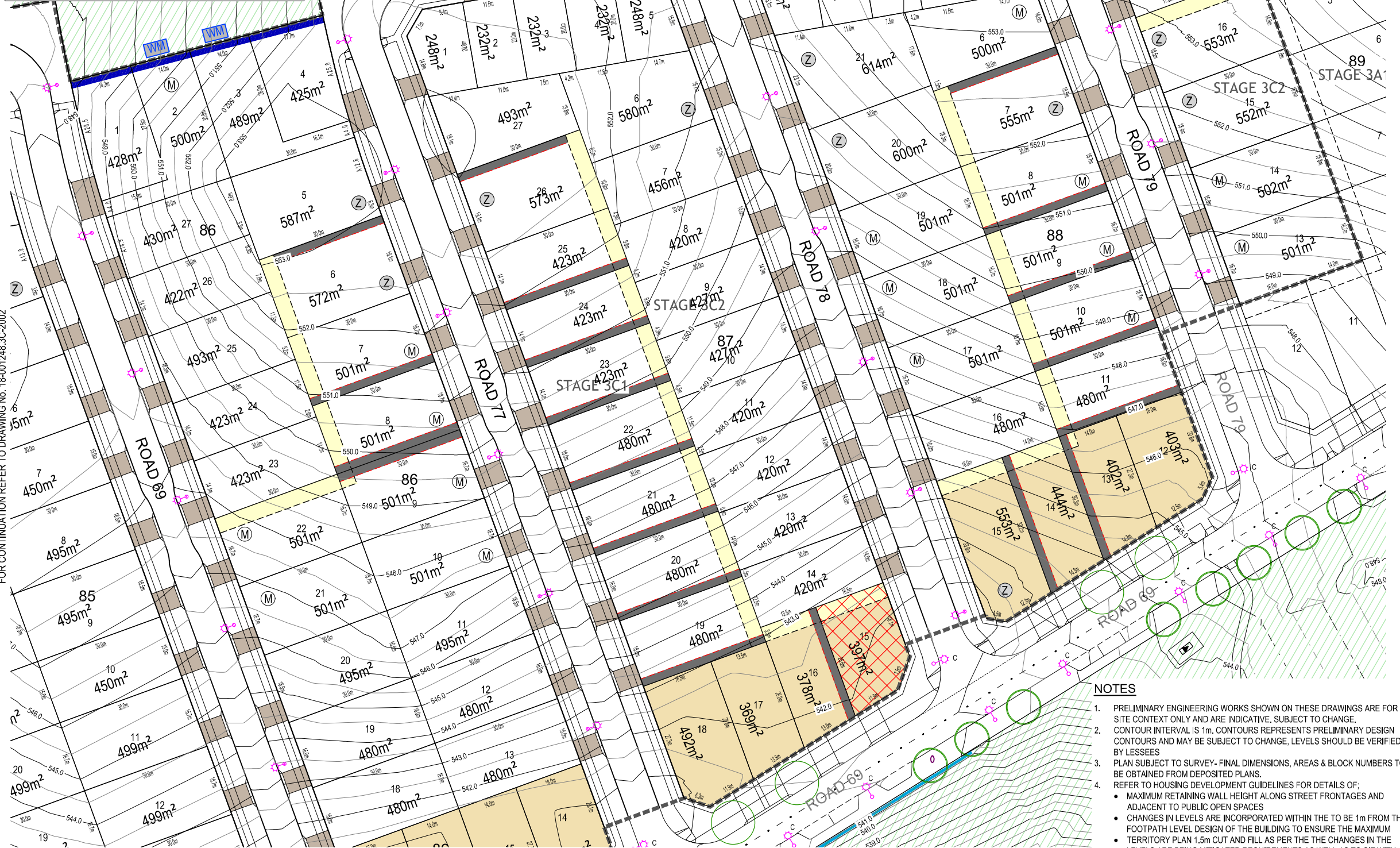
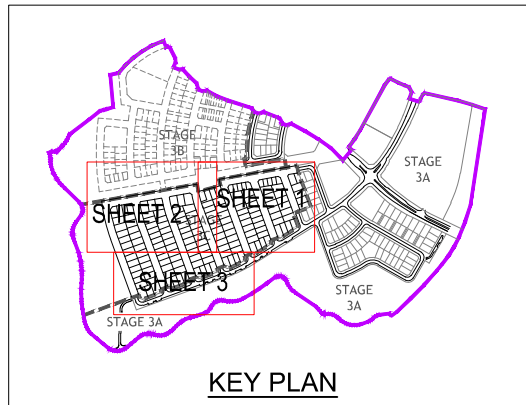
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| | AM | EH | EH | Barbara | 19/11/2021 | |
| A | MJ | EH | Barbara | Barbara | 21/02/2022 | SECTION CI UPDATED |
| B | MJ | EH | Barbara | Barbara | 10/06/2022 | BLOCK & SECTION NO. UPDATED |
| C | MJ | EH | Barbara | Barbara | 20/06/2022 | BLOCK AND SECTION NO. UPDATED FOR LEGEND |

| | |
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| DETAIL DESIGN | |
| Authorised for Issue: | BY: |
| SIGN: | DATE: |



WHITLAM ESTATE - STAGE 3A
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 - ACOUSTIC CONTOUR - L15, HOUR 60DBA FOR DAYTIME
 - NO VEHICLE ACCESS TO THIS SECTION OF BOUNDARY
 - 3m SETBACK TO R21 BLOCKS
 - APZ
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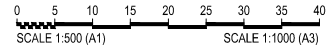
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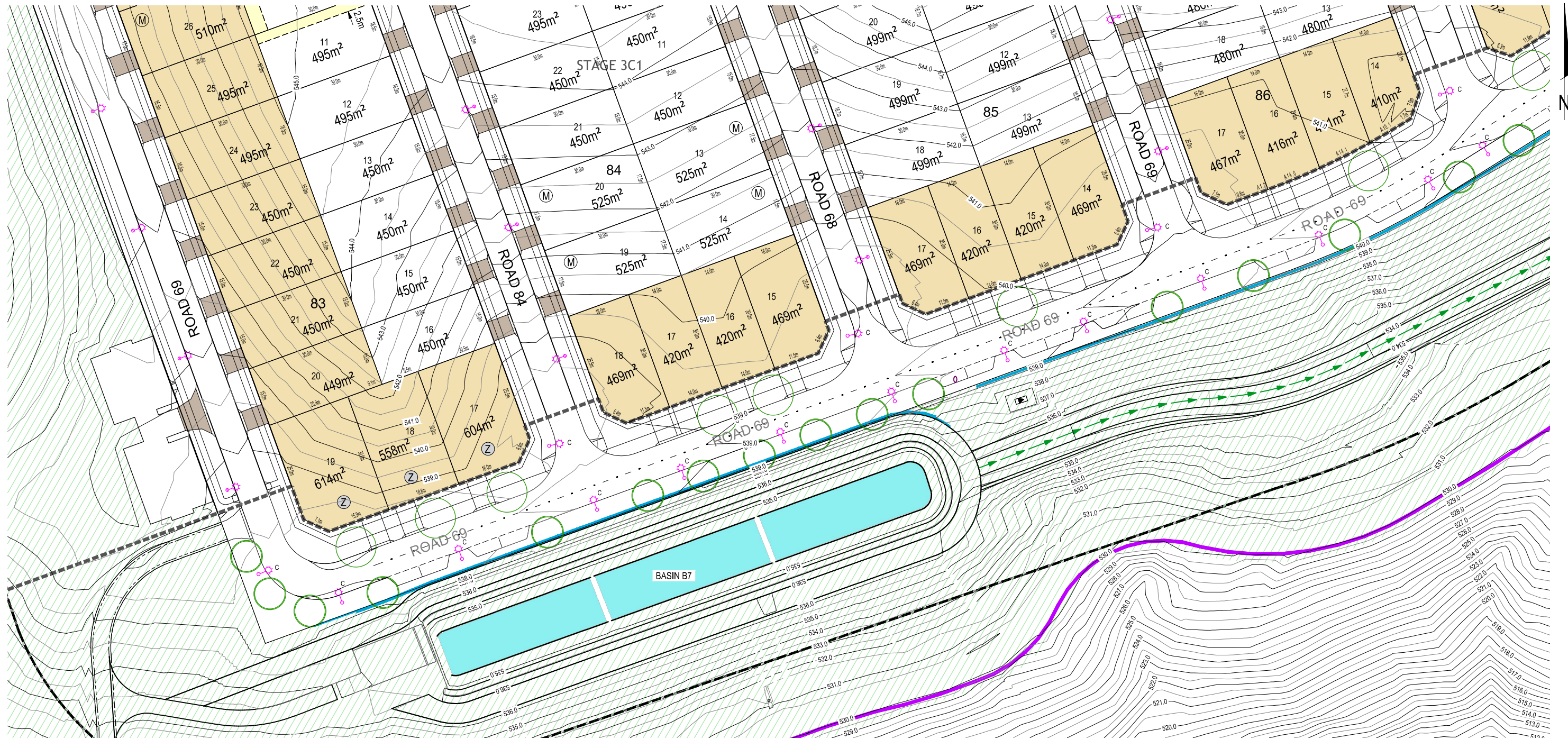
FOR CONTINUATION REFER TO DRAWING No. 18-001248.3C-2003

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|-------------|--------|-------|-------|----------|------------|---|
| A | MJ | EH | GH | GH | 22/02/2022 | SECTION CO AND CN UPDATED |
| B | MJ | EH | GH | GH | 15/03/2022 | STREET LIGHTS ADDED |
| C | MJ | EH | GH | GH | 10/06/2022 | BLOCK & SECTION NO. UPDATED |
| D | MJ | EH | GH | GH | 20/06/2022 | BLOCK AND SECTION NO. UPDATED FOR LEGEND |
| E | MJ | EH | GH | GH | 12/07/2022 | COURTYARD WALL OFFSET ADDED FOR BLOCK 2 & 3, SECTION #6 |
| F | MJ | EH | GH | GH | 23/11/2022 | CONTOURS OUTPUT FIXED |

HDG
 Authorised for Issue:
 BY: _____
 SIGN: _____ DATE: _____



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|--|--|--|--|---|--------------|
| | | | | WHITLAM ESTATE - STAGE 3C BLOCK DETAILS PLAN - SHEET 1 SHEET 1 OF 4 18-001248.3C 2001 | Page 28 F |
|--|--|--|--|---|--------------|



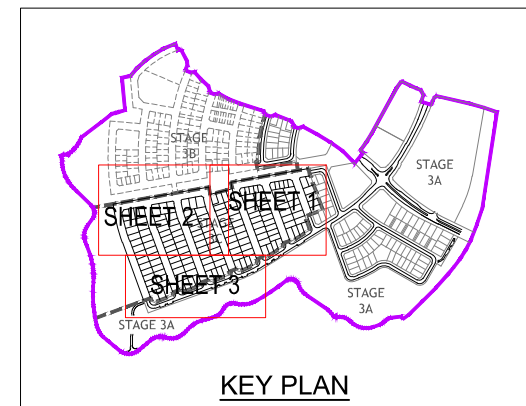
LEGEND

- 1 BLOCK IDENTIFIER
3 SECTION IDENTIFIER
30m BLOCK DIMENSIONS (m)
500m² BLOCK AREA (m²)
MANDATORY HABITABLE ROOM ABOVE GARAGE (R62 OF ESTATE DEVELOPMENT CODE)
FINISHED FLOOR LEVEL (FFL) OF ANY DWELLING ENTRANCE ACCESSIBLE FROM THE FRONT BOUNDARY MUST BE NO LOWER THAN THE FRONT BOUNDARY RL WHERE THE PATHWAY FROM THAT ENTRANCE CONNECTS TO THE FRONT BOUNDARY
FACADES FACING JOHN GORTON DRIVE REQUIRE ACOUSTIC PROTECTION MEASURES TO ADDRESS EXTERNAL ROAD NOISE.
MANDATORY ZERO SETBACK (NOMINATED AS SIDE BOUNDARY 2 FOR THE PURPOSE OF R15 OF SINGLE DWELLING HOUSING DEVELOPMENT CODE)

- (3.0) MINIMUM BUILDING HEIGHT (IN METRES) ALONG THE PRIMARY BLOCK FRONTAGES FOR ACOUSTIC PROTECTION.
(M) MID SIZED BLOCK CONTROLS (500m²-<550m²) APPLY TO THESE BLOCKS (FOR THE PURPOSE OF R21 OF THE SINGLE HOUSING DEVELOPMENT CODE)
(Z) BLOCKS OVER 550m² - SIDE SETBACK REQUIREMENTS FOR LOWER FLOOR LEVEL IN THE TABLE 5 AND TABLE 6B UNDER SINGLE DWELLING HOUSING DEVELOPMENT DO NOT APPLY. SETBACKS REQUIRED ARE:
• A MINIMUM 3.0m FROM SIDE BOUNDARY 1;
• A MINIMUM 1.5m FROM SIDE BOUNDARY 2; AND
• A GARAGE MUST BE SETBACK A MINIMUM OF 1.5m FROM SIDE BOUNDARY 2, SO AS TO ALIGN WITH THE VERGE CROSSING LOCATION
BUS STOP PAD
DRIVEWAY LOCATION
STREET LIGHT

- UTILITY MAINTENANCE ACCESS PASSAGE 1.8m WIDE
STORMWATER AND SEWER EASEMENT (3.5m WIDE UNLESS NOTED OTHERWISE)
LIMITED DEVELOPMENT POTENTIAL BLOCK (R.49 OF ESTATE DEVELOPMENT CODE)
FOOTPATH
RETAINING WALL BUILT BY DEVELOPER
MANDATORY COURTYARD WALL TO MAX HEIGHT OF 1.5m
• CONSTRUCTED OF RENDERED BRICK, BLOCK OR STONEWORK IN COMBINATION WITH FEATURE PANELS, AND SETBACK 600m FROM THE FRONT BOUNDARY TO INCORPORATE LANDSCAPING. REFER TO DRAWING PCP4, DETAIL-1, TYPE 1 & TYPE 2;
• COURTYARD WALL ALONG SECONDARY FRONTAGE TO TERMINATE AT 5m FROM PRIMARY FRONTAGE.
ACOUSTIC CONTOUR - L15, HOUR 60DBA FOR DAYTIME
NO VEHICLE ACCESS TO THIS SECTION OF BOUNDARY
3m SETBACK TO RZ1 BLOCKS

- APZ
ESTATE BOUNDARY
STAGE BOUNDARY
OPEN SPACE
BUILDINGS TO COMPLY WITH AS 3959:2018 - BUSHFIRE ATTACK LEVEL (BAL) - 12.5 (LOW)
DESIGN CONTOUR (@ INTERVAL 1m)
INDICATIVE TREE LOCATIONS
SUBSTATION
INDICATIVE MULTI UNIT DRIVEWAY LOCATION



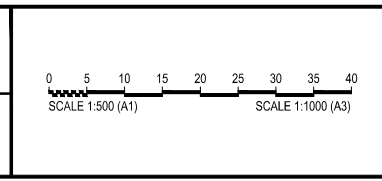
NOTES

- 1. PRELIMINARY ENGINEERING WORKS SHOWN ON THESE DRAWINGS ARE FOR SITE CONTEXT ONLY AND ARE INDICATIVE. SUBJECT TO CHANGE.
2. CONTOUR INTERVAL IS 1m. CONTOURS REPRESENTS PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE. LEVELS SHOULD BE VERIFIED BY LESSEES
3. PLAN SUBJECT TO SURVEY- FINAL DIMENSIONS, AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS.
4. REFER TO HOUSING DEVELOPMENT GUIDELINES FOR DETAILS OF:
• MAXIMUM RETAINING WALL HEIGHT ALONG STREET FRONTAGES AND ADJACENT TO PUBLIC OPEN SPACES
• CHANGES IN LEVELS ARE INCORPORATED WITHIN THE TO BE 1m FROM THE FOOTPATH LEVEL DESIGN OF THE BUILDING TO ENSURE THE MAXIMUM
• TERRITORY PLAN 1.5m CUT AND FILL AS PER THE THE CHANGES IN THE LEVELS ARE BEING MITIGATED REQUIREMENTS AS WELL AS TO SIT WITH THE THROUGH TERRACED LANDSCAPED AREAS OF NATURAL TOPOGRAPHY MAXIMUM 1m IN HEIGHT

DISCLAIMER
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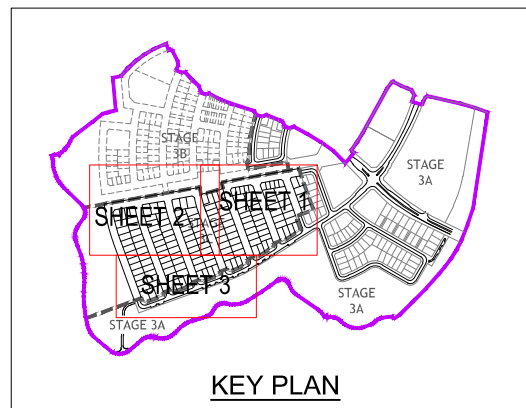
Table with columns: FIRST ISSUE, DESIGN, DRAWN, CHECK, APPROVED, DATE, AMENDMENT DETAILS. Includes rows A through G with dates and descriptions of amendments.

HDC
Authorised for Issue:
BY:
SIGN:
DATE:



WHITLAM ESTATE - STAGE 3C
DISCLAIMER
ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR PRIOR TO CONSTRUCTION. USE WRITTEN DIMENSIONS ONLY. DO NOT SCALE. NOT FOR CONSTRUCTION UNLESS STAMPED BY CERTIFYING AUTHORITY

BLOCK DETAILS PLAN - SHEET 3
SHEET 3 OF 4
18-001248.3C 2003
Page 29
G



NOTES

- PRELIMINARY ENGINEERING WORKS SHOWN ON THESE DRAWINGS ARE FOR SITE CONTEXT ONLY AND ARE INDICATIVE. SUBJECT TO CHANGE. CONTOUR INTERVAL IS 1m. CONTOURS REPRESENTS PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE. LEVELS SHOULD BE VERIFIED BY LESSEES
- PLAN SUBJECT TO SURVEY- FINAL DIMENSIONS, AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS.
- REFER TO HOUSING DEVELOPMENT GUIDELINES FOR DETAILS OF:
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 - CHANGES IN LEVELS ARE INCORPORATED WITHIN THE TO BE 1m FROM THE FOOTPATH LEVEL DESIGN OF THE BUILDING TO ENSURE THE MAXIMUM
 - TERRITORY PLAN 1.5m CUT AND FILL AS PER THE THE CHANGES IN THE LEVELS ARE BEING MITIGATED REQUIREMENTS AS WELL AS TO SIT WITH THE THROUGH TERRACED LANDSCAPED AREAS OF NATURAL TOPOGRAPHY MAXIMUM 1m IN HEIGHT



LEGEND

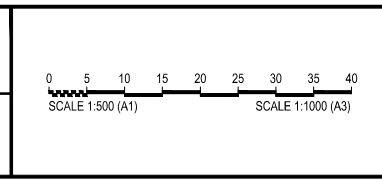
- 1 BLOCK IDENTIFIER
- 3 SECTION IDENTIFIER
- 30m BLOCK DIMENSIONS (m)
- 500m² BLOCK AREA (m²)
- * MANDATORY HABITABLE ROOM ABOVE GARAGE (R62 OF ESTATE DEVELOPMENT CODE)
- * FINISHED FLOOR LEVEL (FFL) OF ANY DWELLING ENTRANCE ACCESSIBLE FROM THE FRONT BOUNDARY MUST BE NO LOWER THAN THE FRONT BOUNDARY RL WHERE THE PATHWAY FROM THAT ENTRANCE CONNECTS TO THE FRONT BOUNDARY
- # FACADES FACING JOHN GORTON DRIVE REQUIRE ACOUSTIC PROTECTION MEASURES TO ADDRESS EXTERNAL ROAD NOISE.
 - REFER TO WHITLAM STAGE 3 - OVERARCHING NOISE MANAGEMENT PLAN FOR NOISE AFFECTED BLOCKS BY WSP (NOVEMBER 2020)
- ▲ MANDATORY ZERO SETBACK (NOMINATED AS SIDE BOUNDARY 2 FOR THE PURPOSE OF R15 OF SINGLE DWELLING HOUSING DEVELOPMENT CODE)
- Ⓜ MINIMUM BUILDING HEIGHT (IN METRES) ALONG THE PRIMARY BLOCK FRONTAGES FOR ACOUSTIC PROTECTION.
- Ⓜ MID SIZED BLOCK CONTROLS (500m²-550m²) APPLY TO THESE BLOCKS (FOR THE PURPOSE OF R21 OF THE SINGLE HOUSING DEVELOPMENT CODE)
- Ⓜ BLOCKS OVER 550m² - SIDE SETBACK REQUIREMENTS FOR LOWER FLOOR LEVEL IN THE TABLE 5 AND TABLE 6B UNDER SINGLE DWELLING HOUSING DEVELOPMENT DO NOT APPLY. SETBACKS REQUIRED ARE:
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 - A GARAGE MUST BE SETBACK A MINIMUM OF 1.5m FROM SIDE BOUNDARY 2, SO AS TO ALIGN WITH THE VERGE CROSSING LOCATION
- BUS STOP PAD
- DRIVEWAY LOCATION
- c STREET LIGHT
- UTILITY MAINTENANCE ACCESS PASSAGE 1.8m WIDE
- STORMWATER AND SEWER EASEMENT (3.5m WIDE UNLESS NOTED OTHERWISE)
- LIMITED DEVELOPMENT POTENTIAL BLOCK (R.49 OF ESTATE DEVELOPMENT CODE)
- FOOTPATH
- RETAINING WALL BUILT BY DEVELOPER
- MANDATORY COURTYARD WALL TO MAX HEIGHT OF 1.5m
 - CONSTRUCTED OF RENDERED BRICK, BLOCK OR STONEWORK IN COMBINATION WITH FEATURE PANELS, AND SETBACK 600m FROM THE FRONT BOUNDARY TO INCORPORATE LANDSCAPING. REFER TO DRAWING PCP4, DETAIL-1, TYPE 1 & TYPE 2;
 - COURTYARD WALL ALONG SECONDARY FRONTAGE TO TERMINATE AT 5m FROM PRIMARY FRONTAGE.
- WM WATER METER TO BE INSTALLED WITHIN COURTYARD WALL TO MEET ICON WATER REQUIREMENTS. REFER DRAWING 18-001248.3C-2004 FOR DETAILS
- ACOUSTIC CONTOUR - L15, HOUR 60DBA FOR DAYTIME
- NO VEHICLE ACCESS TO THIS SECTION OF BOUNDARY
- 3m SETBACK TO R21 BLOCKS
- APZ
- ESTATE BOUNDARY
- STAGE BOUNDARY
- OPEN SPACE
- BUILDINGS TO COMPLY WITH AS 3959:2018 - BUSHFIRE ATTACK LEVEL (BAL) - 12.5 (LOW)
- DESIGN CONTOUR (@ INTERVAL 1m)
- INDICATIVE TREE LOCATIONS
- SUBSTATION
- INDICATIVE MULTI UNIT DRIVEWAY LOCATION

FOR CONTINUATION REFER TO DRAWING No. 18-001248.3C-2003

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| FIRST ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE | AMENDMENT DETAILS |
|-------------|--------|-------|-------|----------|------------|---|
| A | MJ | EH | GL | GL | 19/11/2021 | |
| B | MJ | EH | GL | GL | 09/03/2022 | SECTION CS BLOCKS 1 AND 9 EASEMENT ACCESS REVISED |
| C | MJ | EH | GL | GL | 11/03/2022 | SECTION CS BLOCK 9 EASEMENT ACCESS UPDATED |
| D | MJ | EH | GL | GL | 15/03/2022 | STREET LIGHTS ADDED |
| E | MJ | EH | GL | GL | 10/06/2022 | BLOCK & SECTION NO. UPDATED |
| F | MJ | EH | GL | GL | 20/06/2022 | BLOCK AND SECTION NO. UPDATED FOR LEGEND |
| G | MJ | EH | GL | GL | 12/07/2022 | COURTYARD WALL OFFSET ADDED FOR BLOCK 2 & 3, SECTION #6 |
| H | MJ | EH | GL | GL | 23/11/2022 | CONTOURS OUTPUT FINED |

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WHITLAM ESTATE - STAGE 3C
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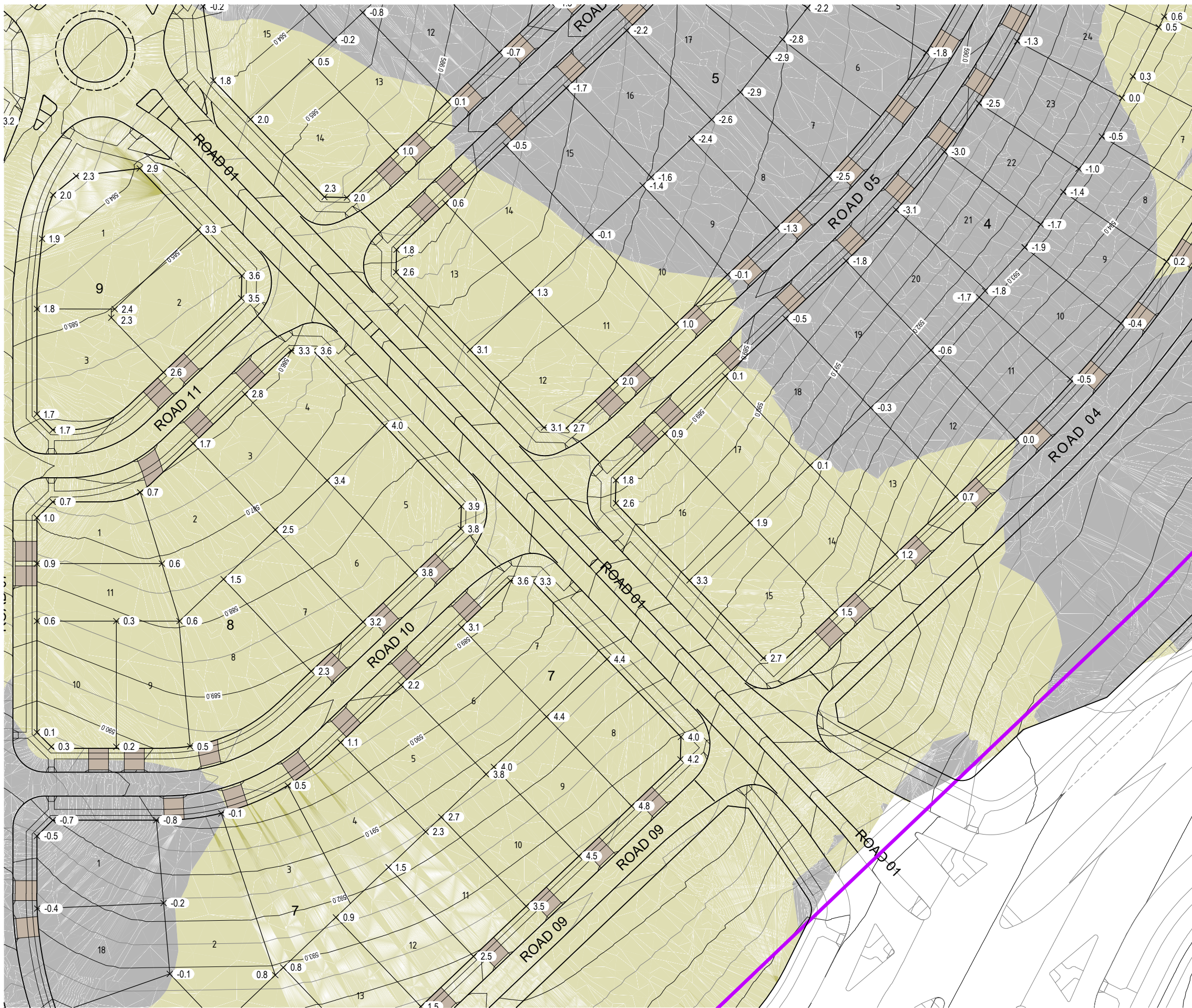
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Annexure D - Block Fill Plans

Below are the Block Fill Plan for Whitlam - Stage 1 - Sections 4 & 16

We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.



WARNING

THIS PLAN ONLY INDICATES AREAS OF FILL OF WHICH THE DEVELOPER AND THEIR AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE TERRITORY, AND THE TERRITORY DOES NOT GUARANTEE ITS ACCURACY. IN NO WAY SHOULD THIS PLAN BE READ AS A CONCLUSIVE STATEMENT OF THE FULL EXTENT OF THE FILL THAT MAY BE FOUND ON THE WHOLE LAND DEPICTED. LESSEES AND PURCHASERS SHOULD MAKE THEIR OWN INQUIRIES IN REGARD TO THE EXACT DRAINAGE, GEOTECHNICAL AND FILL CONDITIONS AFFECTING THEIR BLOCKS.

LEGEND

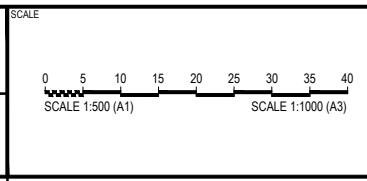
- 1 BLOCK IDENTIFIER
- 2 SECTION IDENTIFIER
- AREA OF KNOWN FILL (DEPTH IN METRES)
- AREA OF KNOWN CUT (DEPTH IN METRES)
- DESIGN CONTOUR (@ INTERVAL 0.5m)
- STAGE BOUNDARY
- ESTATE BOUNDARY
- × 0.3 FILL DEPTHS (IN METRES)

DRAFT

| FIRST ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE |
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| AA | BB | | | | |

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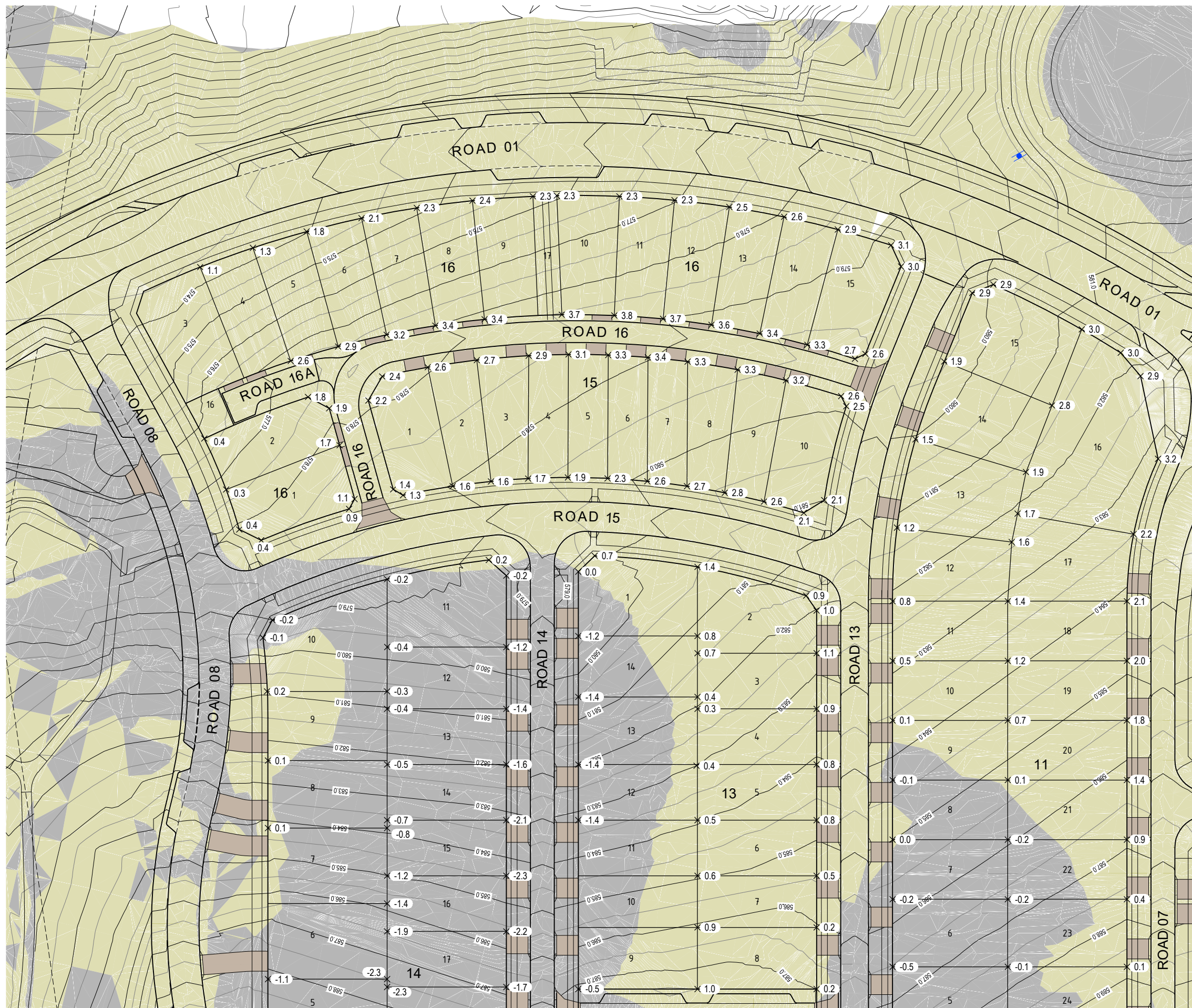
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PROJECT
WHITLAM ESTATE STAGE 1

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| DRAWING TITLE | FILL ON BLOCKS | Page 32 |
| SHEET 2 OF 13 | PROJECT No. 16-003589 | DRAWING No. 1001 |
| REVISION | --- | --- |



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LEGEND

- 1 BLOCK IDENTIFIER
- 2 SECTION IDENTIFIER
- AREA OF KNOWN FILL (DEPTH IN METRES)
- AREA OF KNOWN CUT (DEPTH IN METRES)
- DESIGN CONTOUR (@ INTERVAL 0.5m)
- STAGE BOUNDARY
- ESTATE BOUNDARY
- x 0.3 FILL DEPTHS (IN METRES)

| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="font-size: 8px;">FIRST ISSUE</th> <th style="font-size: 8px;">DESIGN</th> <th style="font-size: 8px;">DRAWN</th> <th style="font-size: 8px;">CHECK</th> <th style="font-size: 8px;">APPROVED</th> <th style="font-size: 8px;">DATE</th> </tr> <tr> <td style="text-align: center;">AA</td> <td style="text-align: center;">BB</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> | FIRST ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE | AA | BB | | | | | <p style="font-size: 10px;">AMENDMENT DETAILS</p> | <p style="font-size: 10px;">STATUS</p> <p style="font-size: 12px; font-weight: bold;">DETAIL DESIGN</p> <p style="font-size: 8px;">Authorised for Issue:</p> <p style="font-size: 8px;">BY:</p> <p style="font-size: 8px;">SIGN: DATE:</p> | <p style="font-size: 8px;">SCALE</p> | <p style="font-size: 8px;">WAE No. ---</p> <p style="font-size: 8px;">CLIENT</p> <div style="display: flex; align-items: center; gap: 5px;"> <div style="font-size: 8px;"> <p>ACT Government</p> </div> <div style="font-size: 8px;"> <p>Suburban Land Agency</p> </div> <div style="font-size: 8px;"> <p>calibre © calibregroup.com</p> </div> <div style="font-size: 8px;"> <p>SPACELAB CREATING TIMELESS PLACES</p> </div> </div> | <p style="font-size: 8px;">PROJECT</p> <p style="font-size: 10px;">WHITLAM ESTATE STAGE 1</p> <p style="font-size: 8px;">DISCLAIMER ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR PRIOR TO CONSTRUCTION. USE WRITTEN DIMENSIONS ONLY, DO NOT SCALE. NOT FOR CONSTRUCTION UNLESS STAMPED BY CERTIFYING AUTHORITY</p> | <p style="font-size: 8px;">DRAWING TITLE</p> <p style="font-size: 10px;">FILL ON BLOCKS</p> <p style="font-size: 8px;">SHEET 4 OF 13</p> <p style="font-size: 8px;">PROJECT No. 16-003589 DRAWING No. 1003 REVISION ---</p> |
|--|-------------|--------|-------|----------|----------|------|----|----|--|--|--|--|---|---|--------------------------------------|--|--|---|
| FIRST ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE | | | | | | | | | | | | | |
| AA | BB | | | | | | | | | | | | | | | | | |

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Below are the Block Fill Plan for Whitlam - Stage 2 - Sections 10 & 46

We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.



WARNING

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- LEGEND**
- f BLOCK IDENTIFIER
 - AD SECTION IDENTIFIER
 - AREA OF KNOWN FILL (DEPTH IN METRES)
 - AREA OF KNOWN CUT (DEPTH IN METRES)
 - DESIGN CONTOUR (@ INTERVAL 0.5m)
 - STAGE BOUNDARY
 - ESTATE BOUNDARY
 - x 0.3 FILL DEPTHS (IN METRES)

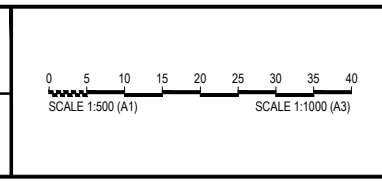
FOR CONTINUATION REFER TO DRAWING No. 16-003589.2-1002

FOR CONTINUATION REFER TO DRAWING No. 16-003589.2-1001

| FIRST ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE |
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| CWG | BLD | SY | AM | | |
| | | | | <i>AM</i> | |
| A | PL | PL | SY | <i>AM</i> | 13/01/2021 |

DETAIL DESIGN

Authorised for Issue:
BY: _____
SIGN: _____ DATE: _____



WHITLAM ESTATE STAGE 2

DISCLAIMER
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WARNING

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LEGEND

- f BLOCK IDENTIFIER
- AD SECTION IDENTIFIER
- [Yellow shaded area] AREA OF KNOWN FILL (DEPTH IN METRES)
- [Grey shaded area] AREA OF KNOWN CUT (DEPTH IN METRES)
- 567.0 — DESIGN CONTOUR (@ INTERVAL 0.5m)
- STAGE BOUNDARY
- ESTATE BOUNDARY
- × 0.3 FILL DEPTHS (IN METRES)

FOR CONTINUATION REFER TO DRAWING No. 16-003589.2-1005

FOR CONTINUATION REFER TO DRAWING No. 16-003589.2-1001

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|--|-------------|--------|-------|----------|----------|------|--|--|--|--|--|--|---|-----|-------------|------|--|--|--|---|--|--------------------|--|---|--|----------------|
| FIRST ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE | | | | | | | | | | | | | | | | | | | | | |
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| NO. | DESCRIPTION | DATE | | | | | | | | | | | | | | | | | | | | | | | | |
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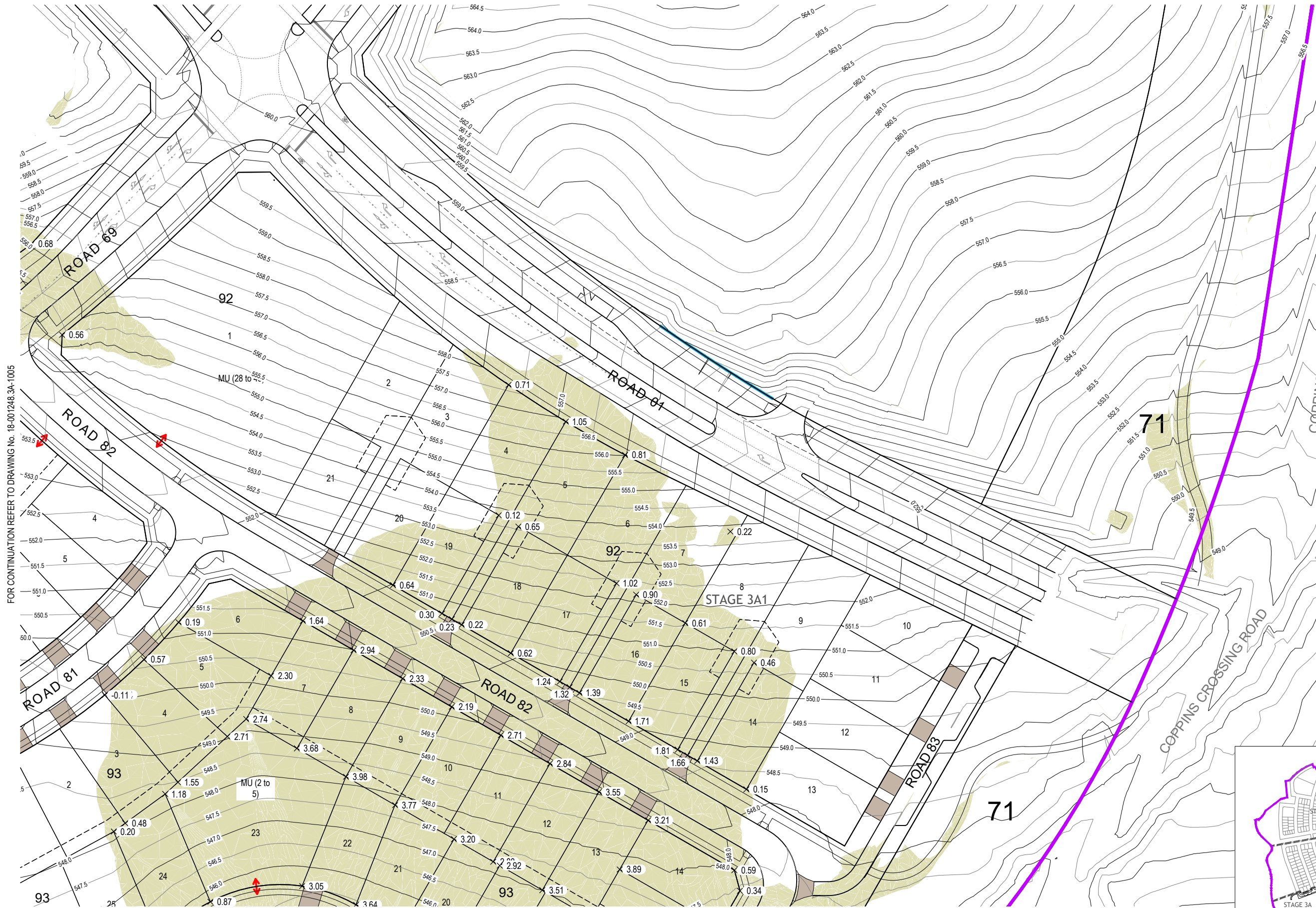
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Below are the Block Fill Plans for Whitlam - Stage 3 - Sections 73, 74, 75, 80, 83, 84, 85, 86, 87, 88, 89, 91, 92 & 93

We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.

FOR CONTINUATION REFER TO DRAWING No. 18-001248.3A-1001



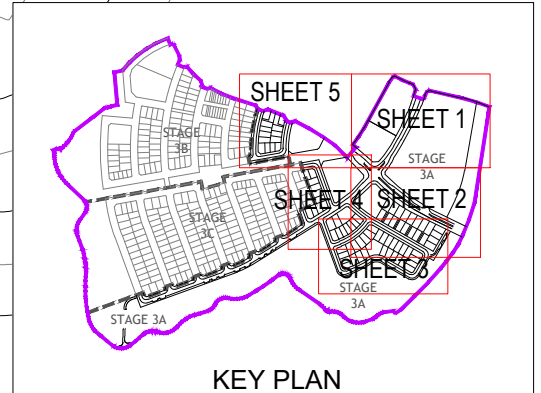
- LEGEND**
- 1 BLOCK IDENTIFIER
 - 3 SECTION IDENTIFIER
 - AREA OF KNOWN FILL (DEPTH IN METRES)
 - DESIGN CONTOUR (@ INTERVAL 0.5m)
 - STAGE BOUNDARY
 - ESTATE BOUNDARY
 - × 0.3 FILL DEPTHS (IN METRES)
 - INDICATIVE MULTI UNIT DRIVEWAY LOCATION

WARNING

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FOR CONTINUATION REFER TO DRAWING No. 18-001248.3A-1005

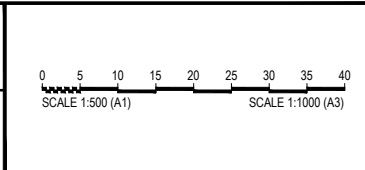
FOR CONTINUATION REFER TO DRAWING No. 18-001248.3A-1003



| FIRST ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE | AMENDMENT DETAILS |
|-------------|--------|-------|--------|----------|------------|--|
| | AM | EH | Garban | | 19/11/2021 | |
| A | MU | EH | Garban | | 10/06/2022 | BLOCK & SECTION NO. UPDATED |
| B | MU | EH | Garban | | 20/06/2022 | BLOCK AND SECTION NO. UPDATED FOR LEGEND |

DETAIL DESIGN

Authorised for issue:
BY: _____
SIGN: _____ DATE: _____



WHITLAM ESTATE - STAGE 3A

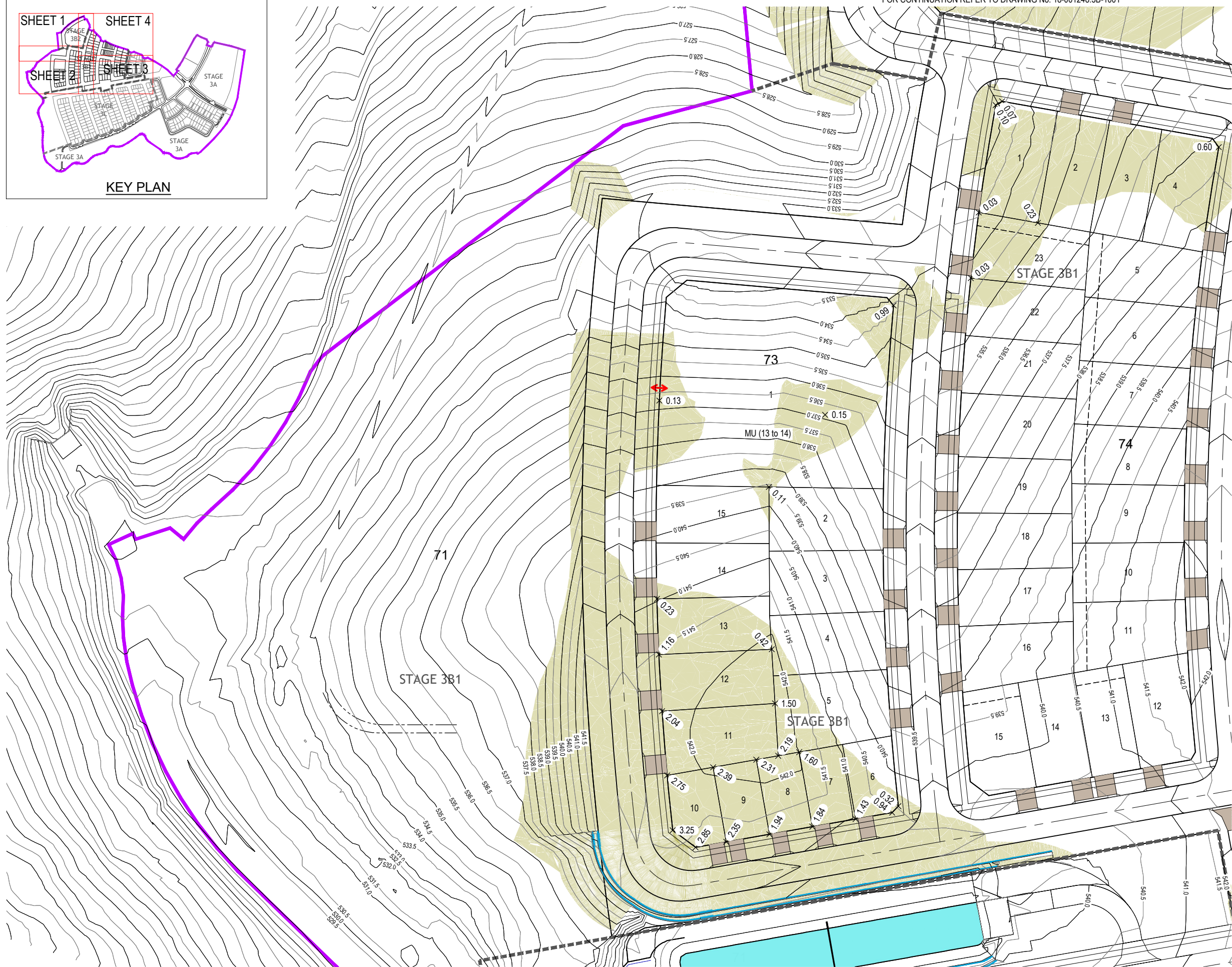
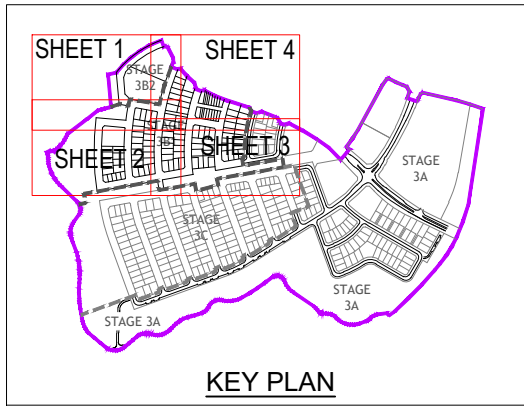
DISCLAIMER
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FILL ON BLOCKS PLAN - SHEET 2

SHEET 2 OF 5 Page 38

18-001248.3A 1002 B

FOR CONTINUATION REFER TO DRAWING No. 18-001248.3B-1001



LEGEND

- 1 BLOCK IDENTIFIER
- 3 SECTION IDENTIFIER
- AREA OF KNOWN FILL (DEPTH IN METRES)
- DESIGN CONTOUR (@ INTERVAL 0.5m)
- STAGE BOUNDARY
- ESTATE BOUNDARY
- × 0.3 FILL DEPTHS (IN METRES)
- INDICATIVE MULTI UNIT DRIVEWAY LOCATION

WARNING

PLAN IS SUBJECT TO DA APPROVAL. THIS PLAN ONLY INDICATES AREAS OF FILL OF WHICH THE DEVELOPER AND THEIR AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE TERRITORY, AND THE TERRITORY DOES NOT GUARANTEE ITS ACCURACY. IN NO WAY SHOULD THIS PLAN BE READ AS A CONCLUSIVE STATEMENT OF THE FULL EXTENT OF THE FILL THAT MAY BE FOUND ON THE WHOLE LAND DEPICTED. LESSEES AND PURCHASERS SHOULD MAKE THEIR OWN INQUIRIES IN REGARD TO THE EXACT DRAINAGE, GEOTECHNICAL AND FILL CONDITIONS AFFECTING THEIR BLOCKS.

FOR CONTINUATION REFER TO DRAWING No. 18-001248.3B-1004

FOR CONTINUATION REFER TO DRAWING No. 18-001248.3B-1003

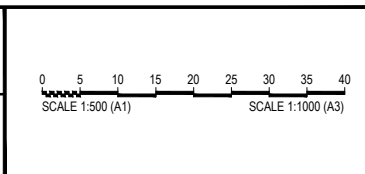
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|-------------|--------|-------|-------|----------|------------|
| | MJ | EH | CA | CA | 24/06/2022 |

AMENDMENT DETAILS

| NO. | DESCRIPTION | DATE |
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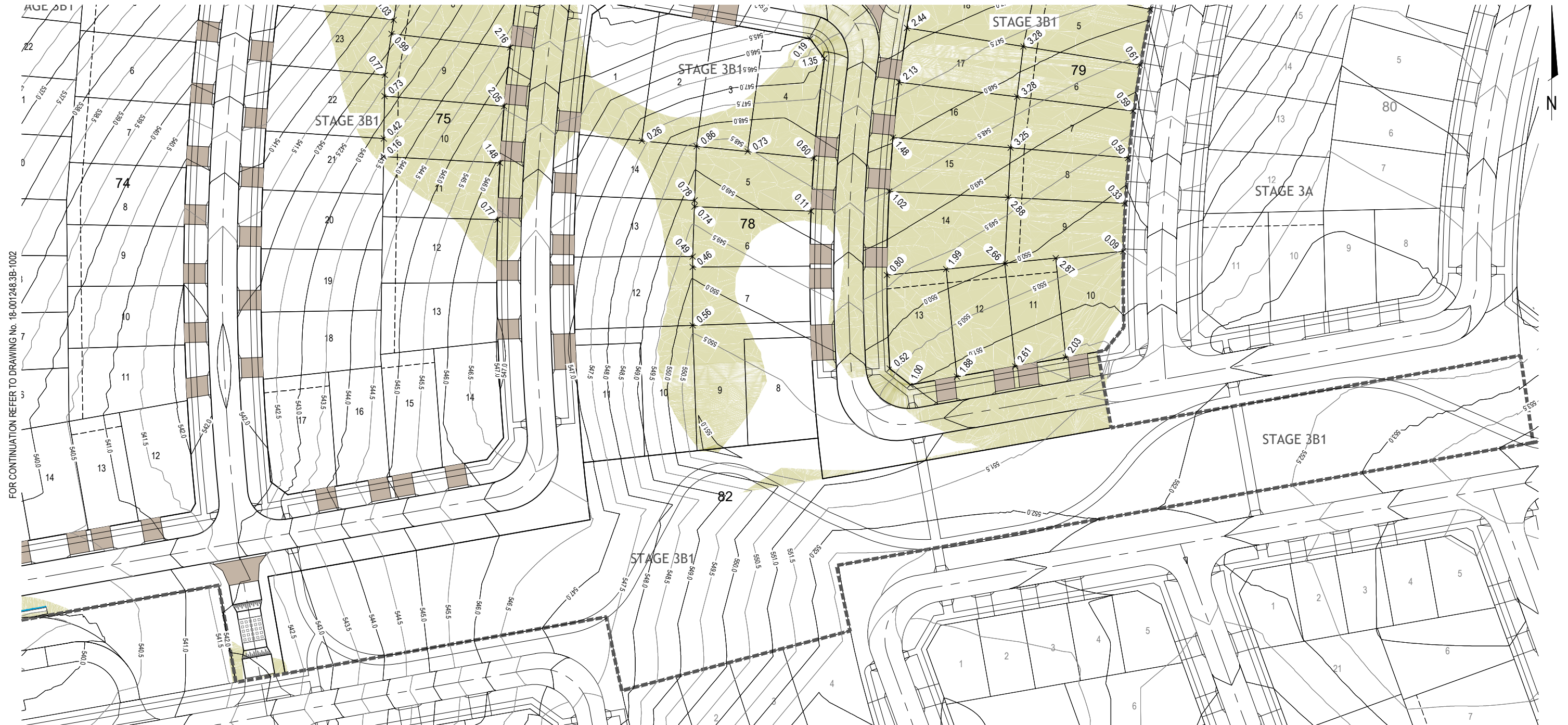
HDG

Authorised for issue:
BY: _____
SIGN: _____ DATE: _____

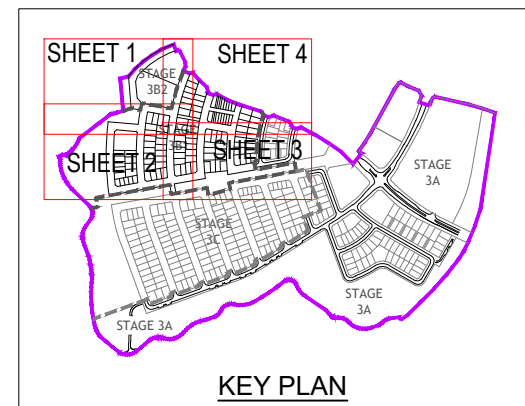


WHITLAM ESTATE - STAGE 3B

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FOR CONTINUATION REFER TO DRAWING No. 18-001248.3B-1002



WARNING

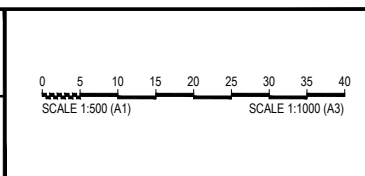
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LEGEND

- 1 BLOCK IDENTIFIER
- 3 SECTION IDENTIFIER
- AREA OF KNOWN FILL (DEPTH IN METRES)
- DESIGN CONTOUR (@ INTERVAL 0.5m)
- STAGE BOUNDARY
- ESTATE BOUNDARY
- x 0.3 FILL DEPTHS (IN METRES)
- ↔ INDICATIVE MULTI UNIT DRIVEWAY LOCATION

| FIRST ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE | AMENDMENT DETAILS |
|-------------|--------|-------|---------|----------|------------|-------------------|
| ISSUE NO. | MJ | EH | Carolan | | 24/06/2022 | |
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HDG
 Authorised for Issue:
 BY:
 SIGN: DATE:

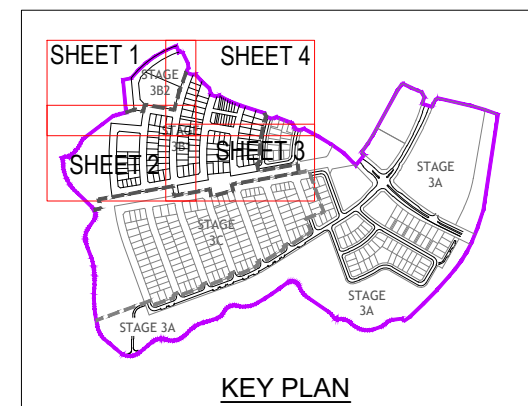
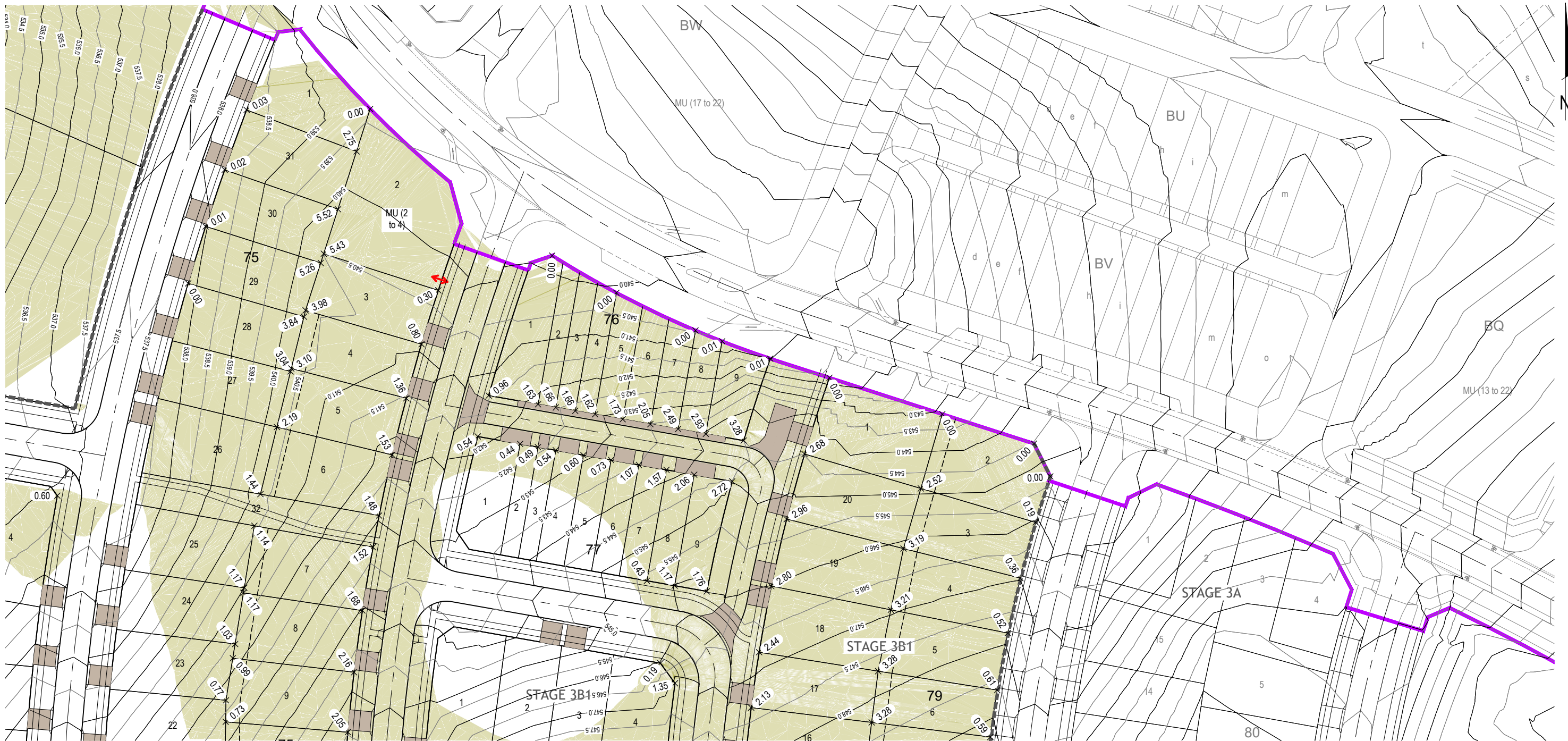


WHITLAM ESTATE - STAGE 3B
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FOR CONTINUATION REFER TO DRAWING No. 18-001248.3B-1001

FOR CONTINUATION REFER TO DRAWING No. 18-001248.3B-1002

FOR CONTINUATION REFER TO DRAWING No. 18-001248.3B-1003



WARNING

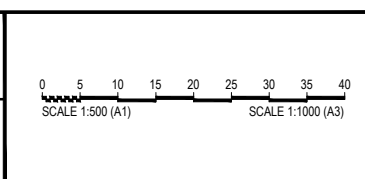
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- 3 SECTION IDENTIFIER
- AREA OF KNOWN FILL (DEPTH IN METRES)
- DESIGN CONTOUR (@ INTERVAL 0.5m)
- STAGE BOUNDARY
- ESTATE BOUNDARY
- FILL DEPTHS (IN METRES)
- INDICATIVE MULTI UNIT DRIVEWAY LOCATION

| FIRST ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE | AMENDMENT DETAILS |
|-------------|--------|-------|-------|----------|------------|-------------------|
| MJ | EH | | | | 24/06/2022 | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

HDG
 Authorised for Issue:
 BY:
 SIGN: DATE:



WHITLAM ESTATE - STAGE 3B
 DISCLAIMER
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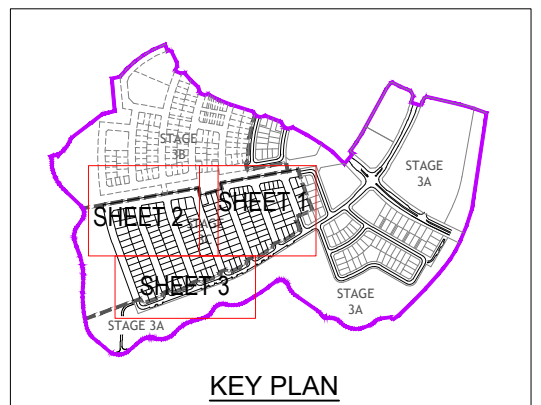
- LEGEND**
- 1 BLOCK IDENTIFIER
 - 3 SECTION IDENTIFIER
 - AREA OF KNOWN FILL (DEPTH IN METRES)
 - DESIGN CONTOUR (@ INTERVAL 0.5m)
 - STAGE BOUNDARY
 - ESTATE BOUNDARY
 - × 0.3 FILL DEPTHS (IN METRES)
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FOR CONTINUATION REFER TO DRAWING No. 18-001248.3C-1002

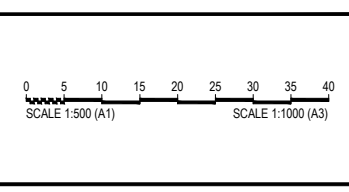
FOR CONTINUATION REFER TO DRAWING No. 18-001248.3C-1003



| FIRST ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE | AMENDMENT DETAILS |
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| B | MJ | EH | GA | GA | 10/06/2022 | BLOCK & SECTION NO. UPDATED |
| C | MJ | EH | GA | GA | 20/06/2022 | BLOCK AND SECTION NO. UPDATED FOR LEGEND |

DETAIL DESIGN

Authorised for Issue:
BY: _____
SIGN: _____ DATE: _____



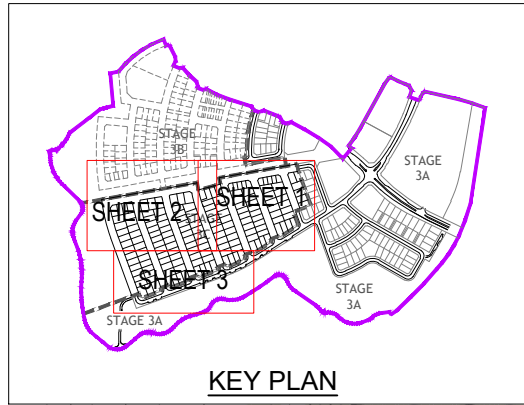
WHITLAM ESTATE - STAGE 3C

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FILL ON BLOCKS PLAN - SHEET 1

SHEET 1 OF 3 Page 42

18-001248.3C 1001 C



- LEGEND**
- 1 BLOCK IDENTIFIER
 - 3 SECTION IDENTIFIER
 - AREA OF KNOWN FILL (DEPTH IN METRES)
 - DESIGN CONTOUR (@ INTERVAL 0.5m)
 - STAGE BOUNDARY
 - ESTATE BOUNDARY
 - × 0.3 FILL DEPTHS (IN METRES)
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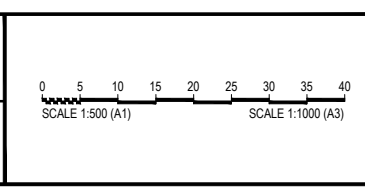
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FOR CONTINUATION REFER TO DRAWING No. 18-001248.3C-1003

| FIRST ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE | AMENDMENT DETAILS |
|-------------|--------|-------|-------|----------|------------|--|
| A | MJ | EH | GD | GD | 19/11/2021 | |
| B | MJ | EH | GD | GD | 08/03/2022 | CONTOURS UPDATED |
| C | MJ | EH | GD | GD | 10/06/2022 | BLOCK & SECTION NO. UPDATED |
| D | MJ | EH | GD | GD | 20/06/2022 | BLOCK AND SECTION NO. UPDATED FOR LEGEND |

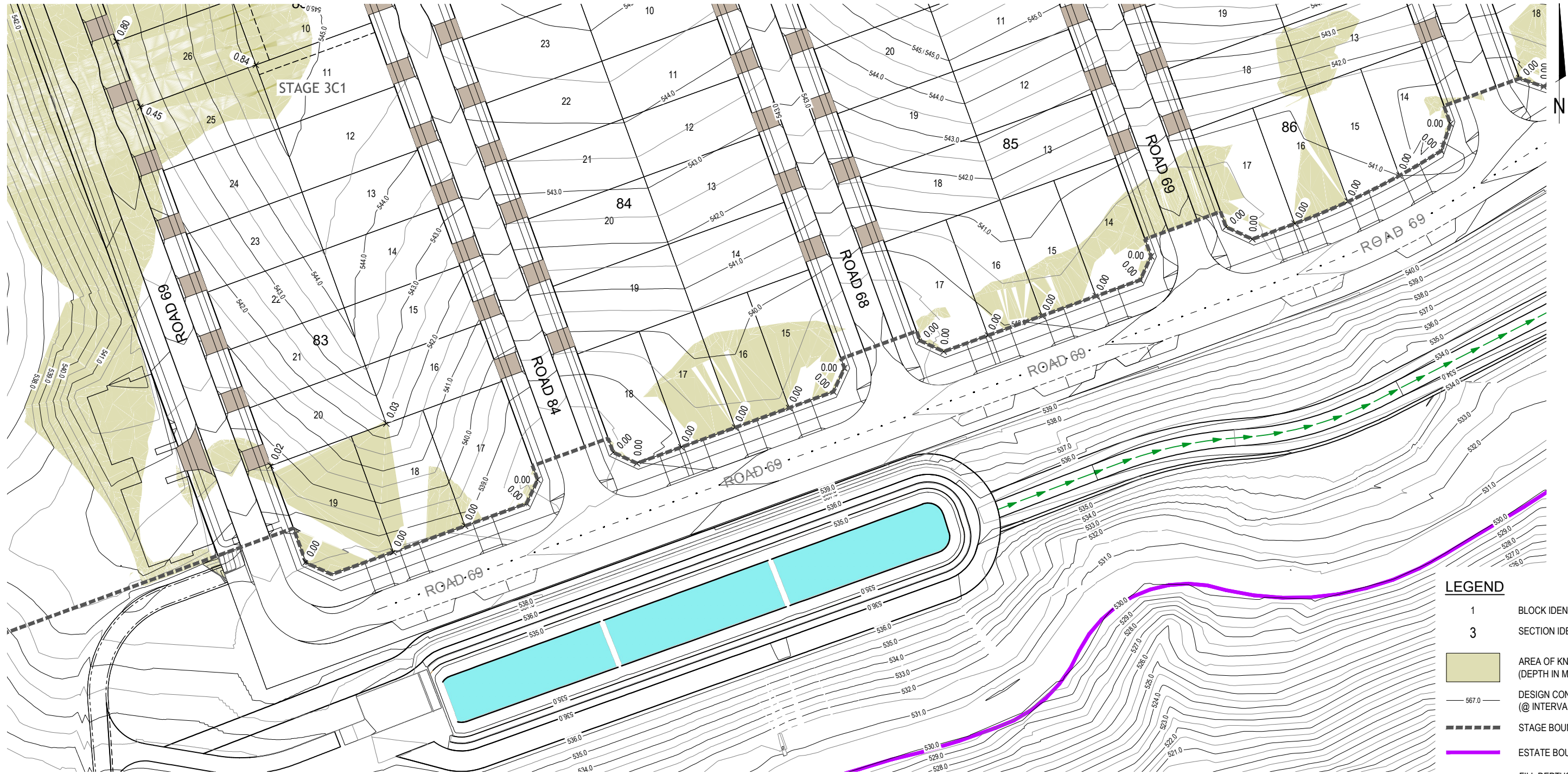
DETAIL DESIGN

Authorised for Issue:
BY: _____
SIGN: _____ DATE: _____



WHITLAM ESTATE - STAGE 3C

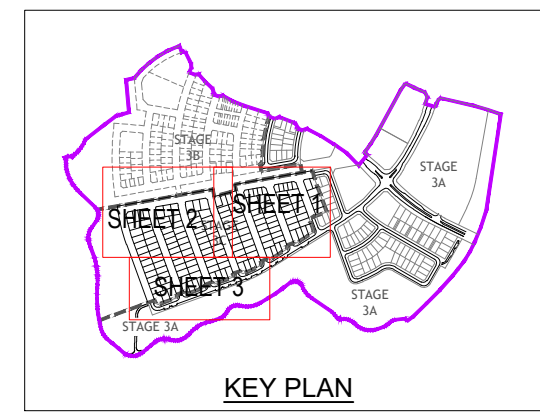
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- LEGEND**
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 - AREA OF KNOWN FILL (DEPTH IN METRES)
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 - STAGE BOUNDARY
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 - × 0.3 FILL DEPTHS (IN METRES)
 - INDICATIVE MULTI UNIT DRIVEWAY LOCATION

WARNING

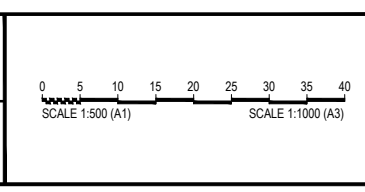
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|-------------|--------|-------|-------|----------|------------|--|
| A | MJ | EH | GD | GD | 19/11/2021 | |
| B | MJ | EH | GD | GD | 08/03/2022 | CONTOURS UPDATED |
| C | MJ | EH | GD | GD | 10/06/2022 | BLOCK & SECTION NO. UPDATED |
| | MJ | EH | GD | GD | 20/06/2022 | BLOCK AND SECTION NO. UPDATED FOR LEGEND |

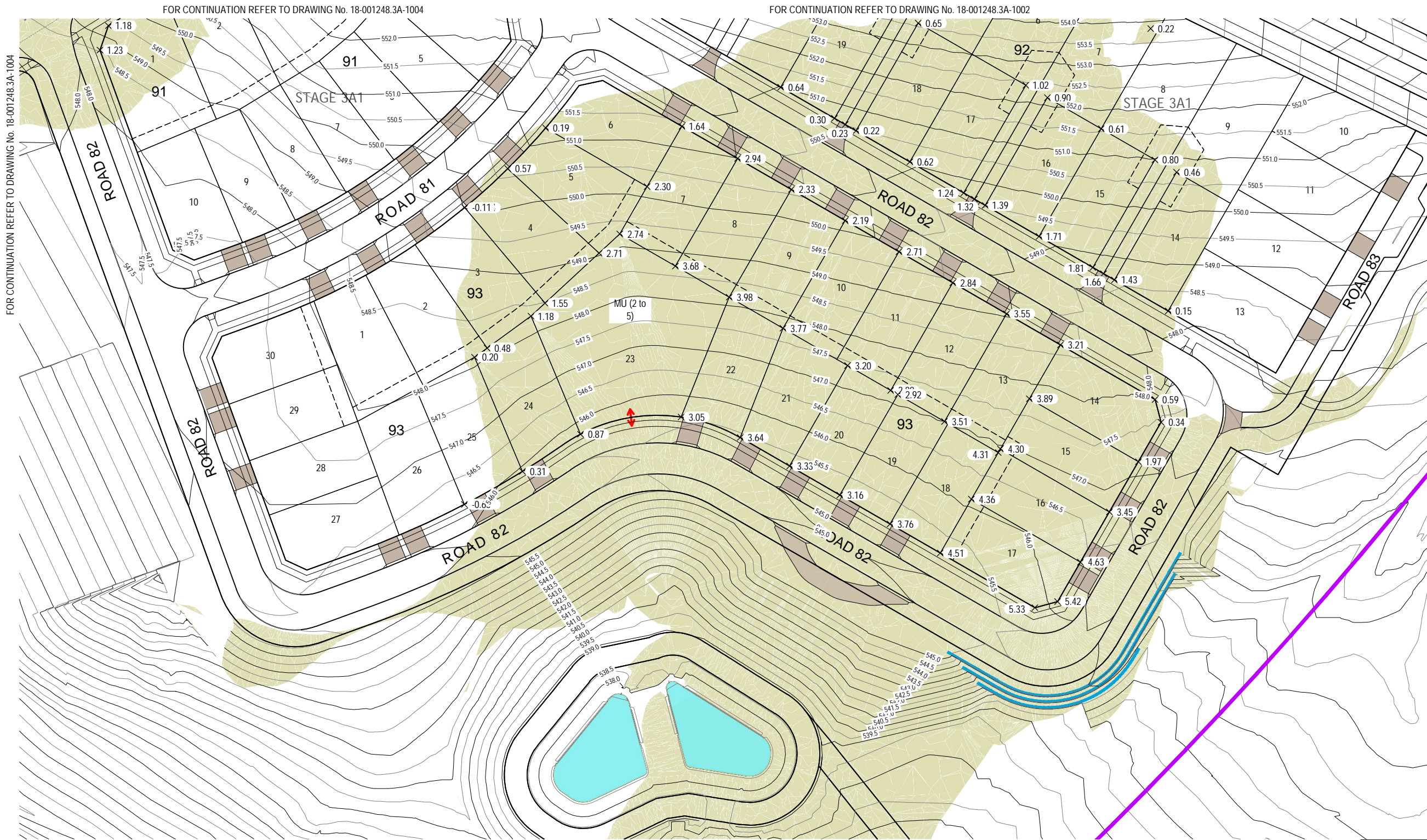
DETAIL DESIGN

Authorised for Issue:
BY: _____
SIGN: _____ DATE: _____



WHITLAM ESTATE - STAGE 3C

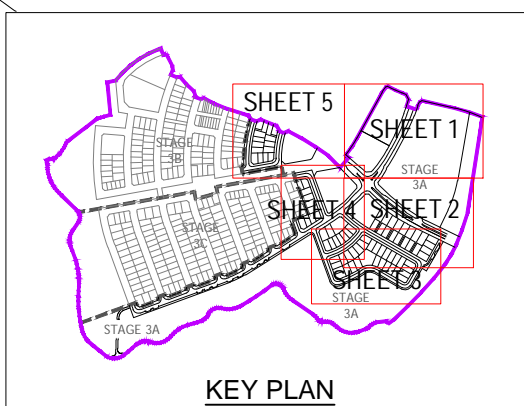
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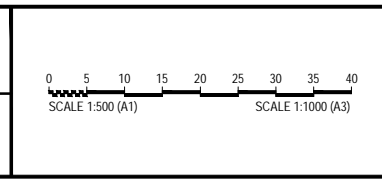


| FIRST ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE |
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| | AM | EH | GA | GA | 19/11/2021 |
| A | MJ | EH | GA | GA | 10/06/2022 |
| B | MJ | EH | GA | GA | 20/06/2022 |

| AMENDMENT DETAILS | |
|-------------------|-------------|
| NO. | DESCRIPTION |
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DETAIL DESIGN

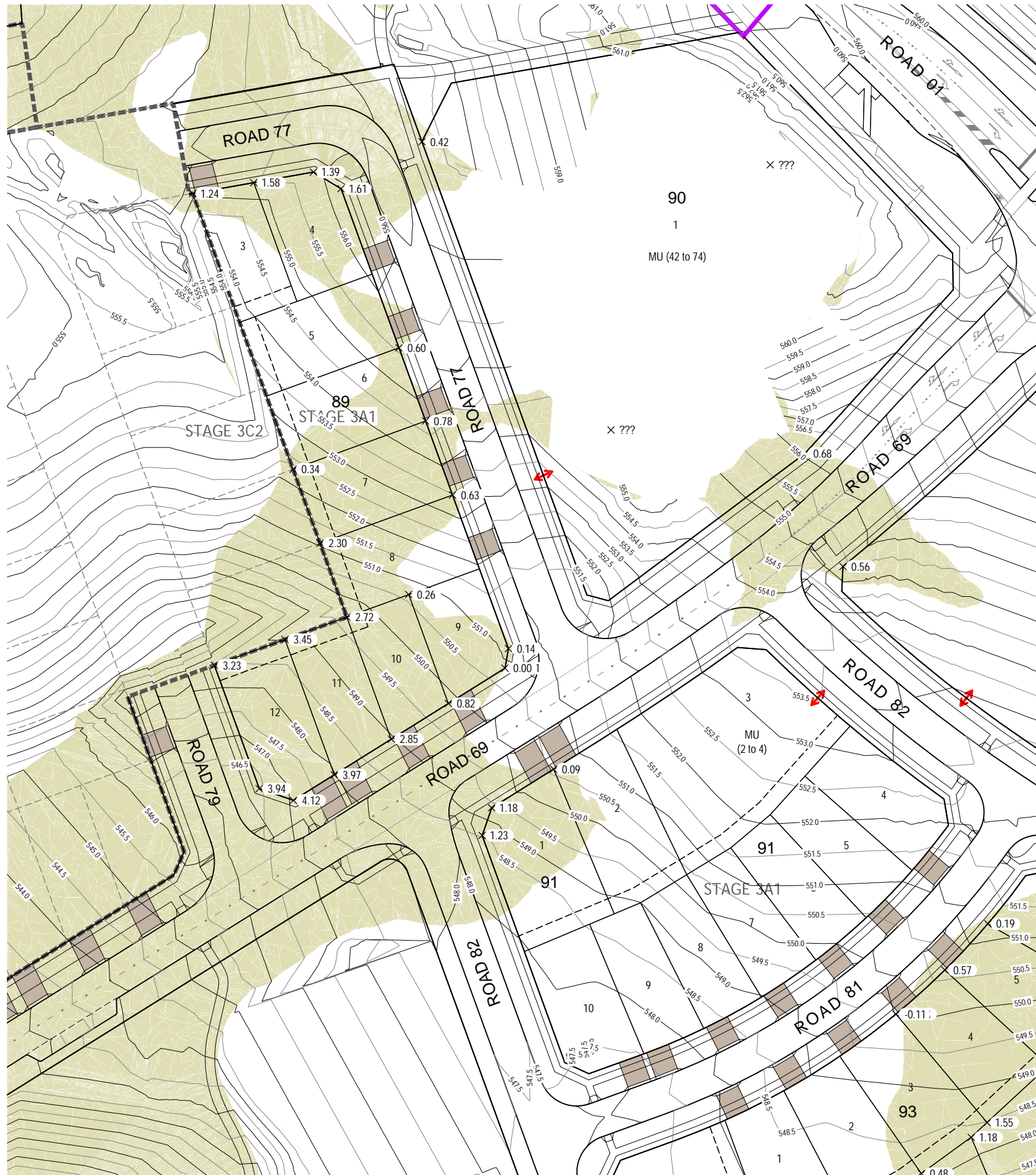
Authorised for Issue:
BY: _____
SIGN: _____ DATE: _____



WHITLAM ESTATE - STAGE 3A

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FOR CONTINUATION REFER TO DRAWING No. 18-001248.3A-1005



FOR CONTINUATION REFER TO DRAWING No. 18-001248.3A-1002

FOR CONTINUATION REFER TO DRAWING No. 18-001248.3A-1003

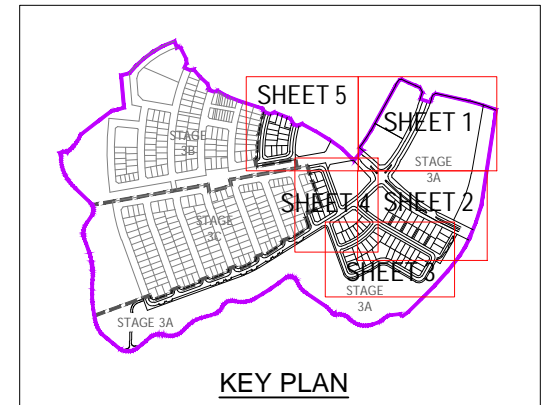
FOR CONTINUATION REFER TO DRAWING No. 18-001248.3A-1003

LEGEND

- 1 BLOCK IDENTIFIER
- 3 SECTION IDENTIFIER
- AREA OF KNOWN FILL (DEPTH IN METRES)
- DESIGN CONTOUR (@ INTERVAL 0.5m)
- STAGE BOUNDARY
- ESTATE BOUNDARY
- × 0.3 FILL DEPTHS (IN METRES)
- INDICATIVE MULTI UNIT DRIVEWAY LOCATION

WARNING

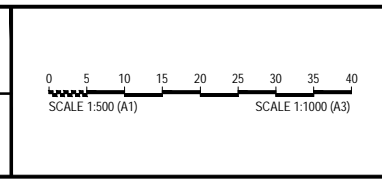
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|-------------|--------|-------|-------|----------|------------|--|
| | AM | EH | GA | GA | 19/11/2021 | |
| A | MJ | EH | GA | GA | 10/06/2022 | BLOCK & SECTION NO. UPDATED |
| B | MJ | EH | GA | GA | 20/06/2022 | BLOCK AND SECTION NO. UPDATED FOR LEGEND |

DETAIL DESIGN

Authorised for Issue:
BY: _____
SIGN: _____ DATE: _____



WHITLAM ESTATE - STAGE 3A

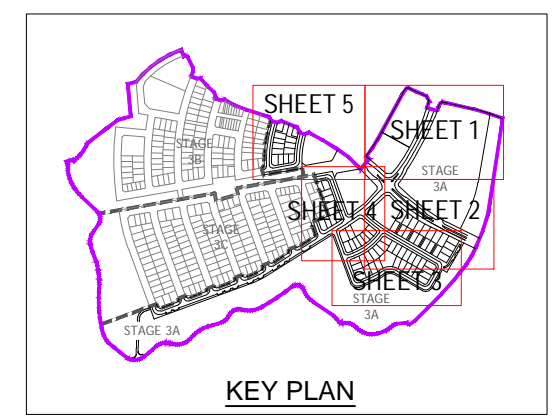
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- LEGEND**
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 - 3 SECTION IDENTIFIER
 - AREA OF KNOWN FILL (DEPTH IN METRES)
 - 567.0 — DESIGN CONTOUR (@ INTERVAL 0.5m)
 - STAGE BOUNDARY
 - ESTATE BOUNDARY
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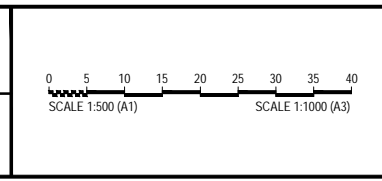
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| FIRST ISSUE | DESIGN | DRAWN | CHECK | APPROVED | DATE |
|-------------|--------|-------|-------|----------|------------|
| | AM | EH | GA | GA | 19/11/2021 |
| A | MJ | EH | GA | GA | 10/06/2022 |
| B | MJ | EH | GA | GA | 20/06/2022 |

| AMENDMENT DETAILS | |
|--|------------|
| SECTION NO GRADING UPDATED, BLOCK & SECTION NO UPDATED | 10/06/2022 |
| BLOCK AND SECTION NO. UPDATED FOR LEGEND | 20/06/2022 |

DETAIL DESIGN

Authorised for Issue:
BY: _____
SIGN: _____ DATE: _____



WHITLAM ESTATE - STAGE 3A

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ACT
Government

Suburban Land
Agency

Annexure E – Whitlam Verge Bond Refund Form

Application form for the Whitlam Verge Bond Refund.

We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.



ACT
Government

Suburban Land
Agency

APPLICATION For the Whitlam Verge Bond Refund

OCTOBER 2021

APPLICATION

For the Whitlam Verge Bond Refund

As part of the construction of your new home, you are required to protect the verge assets during construction and make good any damage upon completion of your landscape works. The verge includes the area forward of your property boundary line to the kerb and gutter and can include ACT Government assets such as concrete footpaths, driveways, kerb and gutters, light poles, mini pillars, street trees and grassing.

During construction on the Land, the Buyer must protect the Verge Assets and remediate and make good any damage to the Verge Assets to the satisfaction of the Seller. Making good includes (but is not limited to) repairing Verge Assets and re-grassing or re-planting the Verge to the satisfaction of the Suburban Land Agency.

To ensure the verges are returned to their original state post construction, a \$1000 bond was required at the time of settlement. Within six months of receiving your certificate of occupancy and no later than 30 months after settlement of your block, and once the verge is returned back to its original and established condition, the bond paid at time of settlement (and as detailed in your sales contract), can be reimbursed to you via this application form.



! Important

- This Application Form must be read in conjunction with the Whitlam Housing Development Guide's relevant to your stage.
- This Application Form must be fully completed by the Buyer or the Eligible Transferee.
- The Declaration in Section 2 of this Application Form must be signed by each person who is the Buyer or Transferee of the Block.
- The documents set out in Section 3 of this Application Form must be submitted to the Agency with this Application Form.
- Application Forms which are not complete or signed, or which are not accompanied by the required supporting documents, may not be considered by the Agency.

SECTION 1: APPLICATION DETAILS

Buyer/Eligible Transferee Name

- Buyer who is the current Crown Lessee; or
- Eligible Transferee who is the current Crown Lessee

First Name _____ Last Name _____

First Name _____ Last Name _____

Company Name (if any) _____

Block Details

Description of Block on First Grant Contract Block _____ Section _____ Suburb _____

Street Address of Block _____

Buyer or Eligible Transferee's Contact Details

Postal Address _____

Phone Number _____

Email Address _____

SECTION 2: DECLARATION

Buyer/Eligible Transferee Name

- I am:
 - The Buyer listed in the First Grant Contract and the current Crown Lessee; or
 - An Eligible Transferee and have notified the Suburban Land Agency and am the current Crown Lessee.
- I certify that this Application Form is submitted within six months of receiving a certificate of occupancy and no later than 30 months after settlement of the block.
- I certify that any Verges adjacent to the Block and effected works on the Block have been restored as they were prior to Settlement or been accepted by Transport Canberra City Services (TCCS).
- I certify that I have remediated and made good any damage to the Verge Assets to the satisfaction of the Suburban Land Agency. Making good includes (but is not limited to) repairing Verge Assets and re-grassing or re-planting the Verge to the satisfaction of the Seller.
- I certify that all Verges adjacent to the Block are clean and free from building materials, refuse or rubbish.
- I certify that documents provided with this Application Form are true and complete copies of the relevant documents.
- I certify that the information contained in this Application form is true and complete in all respects.
- I as the Buyer or Eligible Transferee give permission of the Agency to inspect the Block and take photos as necessary.

Signature of the Buyer/Eligible Transferee /Application 1 _____ Date ____/____/____

Signature of the Buyer/Eligible Transferee /Application 1 _____ Date ____/____/____

SECTION 3: SUPPORTING DOCUMENTS

I attached copies of the following documents:

- Photos of the current verge condition
- Certificate of Occupancy and Use
- A letter of approval from TCCS for any work conducted in the Verge (if required)
- Email confirmation of transfer of block (if required)

SECTION 4: PAYMENT DETAILS

FOR REFUND OF THE VERGE BOND

The refund is to be paid to the Buyer/Eligible Transferee's bank account, details below.

(The bank must be an Australian Bank).

Bank Name _____

Bank Branch _____

Account Name _____

BSB No. _____ Account Number _____



Submitting your application form

Completed Application Forms should be sent via email with the required supporting documentation to suburbanland@act.gov.au

or send it by post:

Whitlam Verge Bond Refund
Suburban Land Agency
GPO Box 158, Canberra ACT 2601



ACT
Government

Suburban Land
Agency



ACT
Government

Suburban Land
Agency

Annexure F – Whitlam Noise Management Plan

Whitlam Stage 3 Noise Management Plan

We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.

CALIBRE CONSULTING (ACT)

WHITLAM STAGE 3

OVERARCHING NOISE MANAGEMENT PLAN FOR 'NOISE AFFECTED' BLOCKS

NOVEMBER 2020



Question today Imagine tomorrow Create for the future

Whitlam Stage 3 Overarching Noise Management Plan for 'noise affected' blocks



Calibre Consulting (ACT)

WSP

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Canberra ACT 2601
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Canberra ACT 2600

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Fax: +61 2 6201 9666
wsp.com

| REV | DATE | DETAILS |
|-----|------------|---|
| 3 | 02/11/2020 | Revised issue to reflect change in assumed dwelling height |
| 4 | 18/11/2020 | Revised issue to clarify modelled building heights and address minor comments |

| | NAME | DATE | SIGNATURE |
|--------------|-----------------|------------|--|
| Prepared by: | Linnea Eriksson | 18/11/2020 |  |
| Reviewed by: | Zhang Lai | 18/11/2020 |  |
| Approved by: | Zhang Lai | 18/11/2020 | |

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TABLE OF CONTENTS

| | | |
|-------|---|----|
| | EXECUTIVE SUMMARY | ii |
| 1 | INTRODUCTION | 1 |
| 2 | PREVIOUS NOISE ASSESSMENT | 3 |
| 3 | PLANNING REQUIREMENTS | 5 |
| 3.1 | ACT HOUSING DEVELOPMENT CODES | 5 |
| 3.2 | ROADS ACT NOISE MANAGEMENT GUIDELINES | 6 |
| 3.3 | ROAD TRAFFIC NOISE INTRUSION | 6 |
| 4 | ROAD NOISE MODELLING APPROACH | 8 |
| 4.1 | TRAFFIC FORECAST | 8 |
| 4.2 | NOISE MONITORING | 8 |
| 4.3 | NOISE MODEL VALIDATION | 10 |
| 5 | FAÇADE CONSTRUCTION ASSESSMENT | 11 |
| 5.1 | RECOMMENDED MINIMUM CONSTRUCTIONS | 11 |
| 5.1.1 | GLAZING | 11 |
| 5.1.2 | WALLS | 12 |
| 5.1.3 | VENTILATION | 13 |
| 6 | CONCLUSIONS | 14 |

EXECUTIVE SUMMARY

WSP Australia Pty Ltd has prepared an overarching Noise Management Plan (NMP) suitable for inclusion in the Development Application (DA) of the 'noise affected' residential blocks located adjacent to the arterial road within Stage 3 of the Whitlam development.

The assessment has been prepared in reference to the planning requirements of the Single Dwelling Housing Development Code and Multi Unit Housing Development Code.

The purpose of this report is to provide information for land purchasers to guide the selection of façade glazing with respect to meeting the road traffic noise intrusion requirements of these codes. Following this guidance does not guarantee Development Application Approval, and further detailed assessment may be required on a site-by-site basis especially if the proposed construction departs from the recommendations contained in this report. Information is provided for costing and selection purposes only.

Accepting that external road noise planning guidelines at certain future residential blocks will be exceeded, the primary objectives of this NMP are to:

- Predict and assess the likely road traffic noise levels impacting on the future building façade of developments on the 'noise affected' blocks in Whitlam Stage 3.
- Provide indicative acoustic building envelope construction requirements that respond to these road traffic noise levels.

It is noted that a residential land block is considered 'noise affected' if the predicted external road noise levels exceed the planning guidelines for external road noise per the Roads ACT Noise Management Guidelines.

Three dimensional computer noise modelling has been undertaken based on the appropriate input parameters, which resulted in prediction of the likely future road traffic noise levels impacting on the façade of the future dwellings adjacent to the arterial road.

Indicative building envelope construction requirements have been recommended in order to meet the internal noise level goals as discussed in Section 5.1.

Implementation of the suggested construction (subject to detailed design) is expected to allow the proposed development at the residential blocks adjacent to the arterial road to meet the current planning requirements.

Recommended minimum façade glazing requirements for all 'noise affected' blocks are tabulated on a block-by-block basis in Appendix A.

1 INTRODUCTION

WSP Australia Pty Ltd has been commissioned by Calibre Consulting to prepare an overarching Noise Management Plan for Whitlam Stage 3.

In accordance to the Single Dwelling Housing Development Code (SDHDC) and the Multi Unit Housing Development Code (MUHDC), a NMP and noise assessment is required to be prepared for any land blocks located adjacent to an arterial road carrying road traffic of 12,000 vehicles per day and above.

The proposed development location is presented in Figure 1.1. Road noise assessments were previously conducted as part of the preparation of the Estate Development Plan (WSP report reference *PS115022-190827-TJG-Whitlam 3 Noise Rev1* dated 2 October 2019 and *PS115022-200423-Whitlam 2 Noise MEM01-Rev01* dated 29 April 2020). A revised version of the 3-dimensional road noise model used for the EDP studies will serve as the basis of the assessment for this NMP.

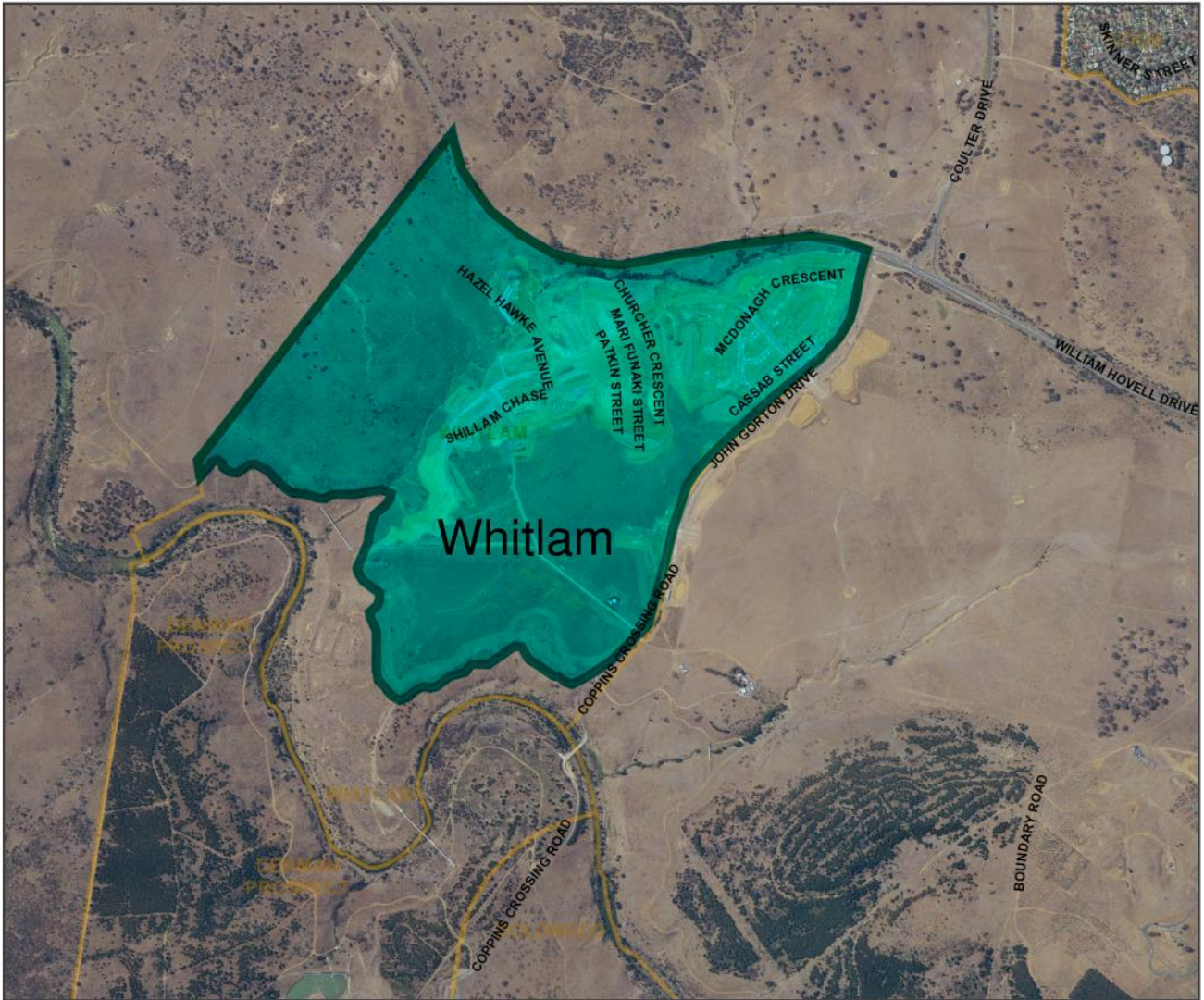
The primary objectives of this NMP are to:

- Predict and assess the likely road traffic noise levels impacting on the future building façade of developments on the ‘noise affected’ blocks in Whitlam Stage 3
- Provide indicative acoustic building envelope construction requirements that respond to these road traffic noise levels.

It should be noted that predicted results in this report for Stage 3 supersedes results presented in *PS115022-190827-TJG-Whitlam 3 Noise Rev1* dated 2 October 2019.

It is noted that a residential land block is considered ‘noise affected’ if the predicted external road noise levels exceed the planning guidelines for external road noise per the Roads ACT Noise Management Guidelines.

The purpose of this report is to provide information for developers to guide the selection of façade glazing with respect to meeting the road traffic noise intrusion requirements of these codes. Following this guidance does not guarantee Development Application Approval, and further detailed assessment may be required on a site-by-site basis. Information is provided for costing and selection purposes only.



Source: ACTmapi, accessed 28 May 2020

Figure 1.1 Aerial photograph of the project site

2 PREVIOUS NOISE ASSESSMENT

During EDP process of Whitlam Stage 3, a road noise modelling and assessment has been undertaken to predict the likely road noise impact on future residential blocks. A summary of that EDP road noise assessment is as follow:

- Assessment conducted per the current Roads ACT Noise Management Guidelines (NMG, 2018), which is discussed in Section 3.2.
- Without specific noise mitigation measures, several land blocks with direct line of sight to John Gorton Drive were predicted to exceed the external noise planning guideline levels per the NMG.
- The NMG requires that either the external noise planning guidelines or the internal noise levels per Australian Standard AS 2107 should be met at residential dwellings.

Due to predicted exceedances of the external noise planning guidelines the EDP study investigated possible road noise mitigation measures. A summary of the mitigation assessment undertaken is presented in Table 2.1.

Table 2.1 Contextualised mitigation investigation – Whitlam Stage 3

| MITIGATION OPTION | METHOD/S | DISCUSSION |
|-------------------------------|---|--|
| Land planning | Provision of appropriate setback distances | The provision of greater setback distances would reduce expected noise levels at the proposed residential receivers through distance attenuation; However, increasing the setback distance will significantly reduce the development yield of the proposed subdivision, likely to a degree that the development is not feasible. |
| At the source | Quieter road pavement or reduced speed limit | The implementation of quieter road pavement along John Gorton Drive is desirable from an Acoustic engineering aspect (can reduce up to 2dB) and desirable from an urban design and estate amenity aspect; However, the high upfront cost to re-construct or overlay the existing WHD road pavement as well as the already partially constructed John Gorton Drive makes this option undesirable; This option has been rejected by TCCS due to requirement to maintain the pavement surface in future maintenance |
| Along the noise transfer path | Noise barriers etc, height required up to 4.5 metres high Utilising residential building heights along first row of houses most exposed to arterial road traffic noise to act as barriers for subsequent rows. | The installation of noise barriers would be desirable from an acoustic engineering aspect, reducing the expected noise levels at the proposed residential receivers; However, this option is undesirable from an urban design and estate amenity aspect. Installing very large and intrusive barriers well in excess of the surrounding domestic dwellings will be over bearing on the adjacent estate. It is also undesirable from biodiversity aspect as barriers don't permit movement of animals. This option would also require significant upfront infrastructure costs. Locating the noise barrier at source of noise where it is effective (ie edge of road John Gorton Drive carriageway) is not possible due to space constraints as a result of other already constructed features as part of John Gorton Drive 3a and 3b.. |

| MITIGATION OPTION | METHOD/S | DISCUSSION |
|-------------------|---|--|
| At the receiver | Planning of the urban design and built form to provide suitable acoustic amenity. | Accepting that external road noise levels are higher than planning guidelines and achieving an acceptable internal noise level using appropriate building envelope construction. |

Upon detailed assessment of the options, it was resolved that providing mitigation at the receivers through suitable building design represents the most feasible outcome. This is also an acceptable mitigation measure per the current NMG to be discussed in Section 3.2 below.

3 PLANNING REQUIREMENTS

The relevant noise criteria applicable to the project site have been established in accordance with the following documents:

- Single Dwelling Housing Development Code (SDHDC)
- Multi Unit Housing Development Code (MUHDC)
- Roads ACT Noise Management Guidelines (2018)

3.1 ACT HOUSING DEVELOPMENT CODES

With regard to potential noise intrusion to the proposed residential units, Rule 67 of the MUHDC and Rule 42 of the SDHDC states that:

Where a block has one or more of the following characteristics:

- i) identified in a precinct code as being potentially affected by noise from external sources**
- ii) adjacent to a road carrying or forecast to carry traffic volumes greater than 12,000 vehicles per day**
- iii) located in a commercial zone**
- iv) adjacent to a commercial or industrial zone**

dwellings should be constructed to comply with the relevant sections of all of the following:

- a) AS/NZS 2107:2000 – Acoustics – Recommended design sound levels and reverberation times for building interiors (the relevant satisfactory recommended interior design sound level)*
- b) AS/NZS 3671 – Acoustics – Road Traffic Noise Intrusion Building Siting and Design*

For other than road traffic noise, compliance with this rule is demonstrated by a noise management plan prepared by a member of the Australian Acoustical Society with experience in the assessment of noise, and endorsed by the EPA. For other than road traffic noise, the noise level immediately adjacent to the dwelling is assumed to be the relevant noise zone standard specified in the ACT Environment Protection Regulation 2005.

For road traffic noise, compliance with this rule is demonstrated by an acoustic assessment and noise management plan, prepared by a member of the Australian Acoustical Society with experience in the assessment of road traffic noise, and endorsed by the ACT Government entity responsible for Transport Planning.

As emboldened in the quotation above, the proposed development triggers Rule 67 by being identified as being located adjacent to a road carrying traffic volumes greater than 12,000 vehicles per day. Details of the predicted vehicle count on the arterial roads around the Whitlam developments are presented in Section 4.

It should be noted that AS2107:2000 currently referenced in the SDHDC and MUHDC has been superseded by a revised issue dated 2016. The older version was however referenced in this NMP as per required by the SDHDC and MUHDC.

3.2 ROADS ACT NOISE MANAGEMENT GUIDELINES

Proposed noise sensitive developments located adjacent to arterial or major collector roads in the ACT are to be planned, designed, and constructed in line with the Roads ACT Noise Management Guidelines (NMG, 2018).

The NMG provides road traffic noise planning guideline levels for new developments based on the land / building usage. Based on our interpretation of the NMG, the proposed project is classified as ‘New Developments on Existing Roads’ and the noise planning guidelines applicable are as follows:

- External noise levels for proposed noise sensitive residential developments located adjacent to arterial or major collector roads (based on existing conditions at the receiver):
 - 60 dBA daytime $L_{eq, 15\text{-hour}}$ from 7am to 10pm (1 metre from façade).
 - 55 dBA $L_{eq, 9\text{-hour}}$ from 10pm to 7am (1 metre from façade).

OR

- Internal noise levels that meet the Australian Standard AS 2107

Internal noise levels provided in AS 2107:2000 relevant to the Whitlam development are outlined in Table 3.1

Table 3.1 AS2107:2016 relevant internal noise levels

| OCCUPANCY TYPES | AS2107 SATISFACTORY DESIGN SOUND LEVEL | | PROPOSED PROJECT ASSESSMENT LEVEL |
|-----------------------------|--|---------|-----------------------------------|
| | RECOMMENDED | MAXIMUM | |
| Sleeping areas ¹ | 30 dBA | 40 dBA | ≤35 dB L_{Aeq-9h} (night-time) |
| Living areas ¹ | 35 dBA | 45 dBA | ≤40 dB $L_{Aeq-15h}$ (daytime) |

(1) Based on recommended design targets for the category of *Houses and apartments near major road*.

AS2107 uses the L_{Aeq} descriptor, which describes a steady state sound level of equivalent energy to the time varying noise level over a given period. The time period used for assessment purposes should be representative of the time period that the building will be in use. This assessment will be based on the predicted $L_{Aeq-15min}$ for daytime (7 am to 10 pm) and night time (10 pm to 7 am) as the basis for assessing living areas and bedrooms respectively.

The sound transmission loss performance of the façade of the development shall be designed to achieve the recommended internal noise levels shown in Table 3.1.

3.3 ROAD TRAFFIC NOISE INTRUSION

AS 3671:1989 *Acoustics – Road traffic noise intrusion – Building siting and construction* (AS3671) is concerned with road traffic noise intrusion to buildings near to major roads. AS3671 provides guidelines for determining necessary building envelope constructions to achieve the internal noise levels recommended in AS2107.

Table 3.2 outlines the recommended building construction categories required to achieve satisfactory internal noise levels for a residential building, as per AS2107 (see Table 3.1). This is a guideline only, and the actual reduction afforded will depend upon the frequency content of the noise. Where significant low frequency noise is evident, the guidelines in AS3671 may not be sufficient.

Table 3.2 AS3671 residential building construction categories

| BUILDING TYPE | RESIDENTIAL BUILDING CONSTRUCTION CATEGORY | | | |
|---|--|-----------------------|-----------------------|-----------------------|
| | Category 1 | Category 2 | Category 3 | Category 4 |
| External road traffic noise level, dB L _{Aeq} | ≤45 | >45 ≤60 | >60 ≤75 | >75 |
| Most onerous proposed project assessment level, dB L _{Aeq} | Sleeping areas ≤35 | Sleeping areas ≤35 | Sleeping areas ≤35 | Sleeping areas ≤35 |
| Resulting necessary Traffic Noise Reduction (TNR) | ≤10 | >10 ≤25 | >25 ≤35 | >40 |

According to AS3671, the categories referenced in Table 3.2 are:

- Category 1 – Standard construction: openings including open windows may comprise up to 10% of the exposed façade.
- Category 2 – Standard construction except for lightweight elements or all glass facades (both of which require acoustic advice). Windows, doors and other openings should be closed.
- Category 3 – Special construction as advised in the Standard. Windows, doors and other openings should be closed.
- Category 4 – Special acoustic advice should be sought.

Following noise predictions for this project, all of the development blocks assessed (see Appendix A) were found to be either **Category 2 or 3**, requiring closable windows and a degree of acoustic consultancy support in final glazing selections.

4 ROAD NOISE MODELLING APPROACH

Road noise modelling has been conducted using the SoundPLAN (version 7.4) suite of acoustic prediction software, using the Calculation of Road Traffic Noise (CoRTN) algorithm (UK Department of Environment Welsh Office 1988). Details of these noise assessments are presented in *PS115022-190827-TJG-Whitlam 3 Noise Rev1* (2 October 2019) and *PS115022-200423-Whitlam 2 Noise MEM01-Rev01* (29 April 2020).

4.1 TRAFFIC FORECAST

Traffic forecast figures have been provided in the AM peak format to assist with the modelling of the future scenario. These figures were converted to 18-hour traffic volumes to suit the relevant noise assessment time period.

Based on traffic counts obtained by WSP in 2016 and presented Table 4.1, the ratio of the 18-hour volume over the AM peak volume was determined to be 9.5 for William Hovell Drive. For noise assessment purposes, a conservative conversion factor of 9.7 has been applied to the 2031 forecasted AM peak values for all road sections to obtain the 18-hour volumes (Table 4.2) to inform the modelling and assessment of the future scenario. Heavy vehicle percentages have been adopted from the existing traffic counts.

Table 4.1 Traffic count results

| ROAD | DIRECTION | SPEED LIMIT, KM/H | 18-HOUR | | 15 HOUR | | 9 HOUR | |
|----------------------|-----------|-------------------|---------|-----|---------|-----|--------|----|
| | | | LV | HV | LV | HV | LV | HV |
| William Hovell Drive | Eastbound | 90 | 8,526 | 319 | 7625 | 289 | 1254 | 48 |
| | Westbound | | 7,915 | 355 | 7505 | 336 | 552 | 25 |

(2) Results from traffic counting in 2016 obtained by WSP for Calibre Consulting

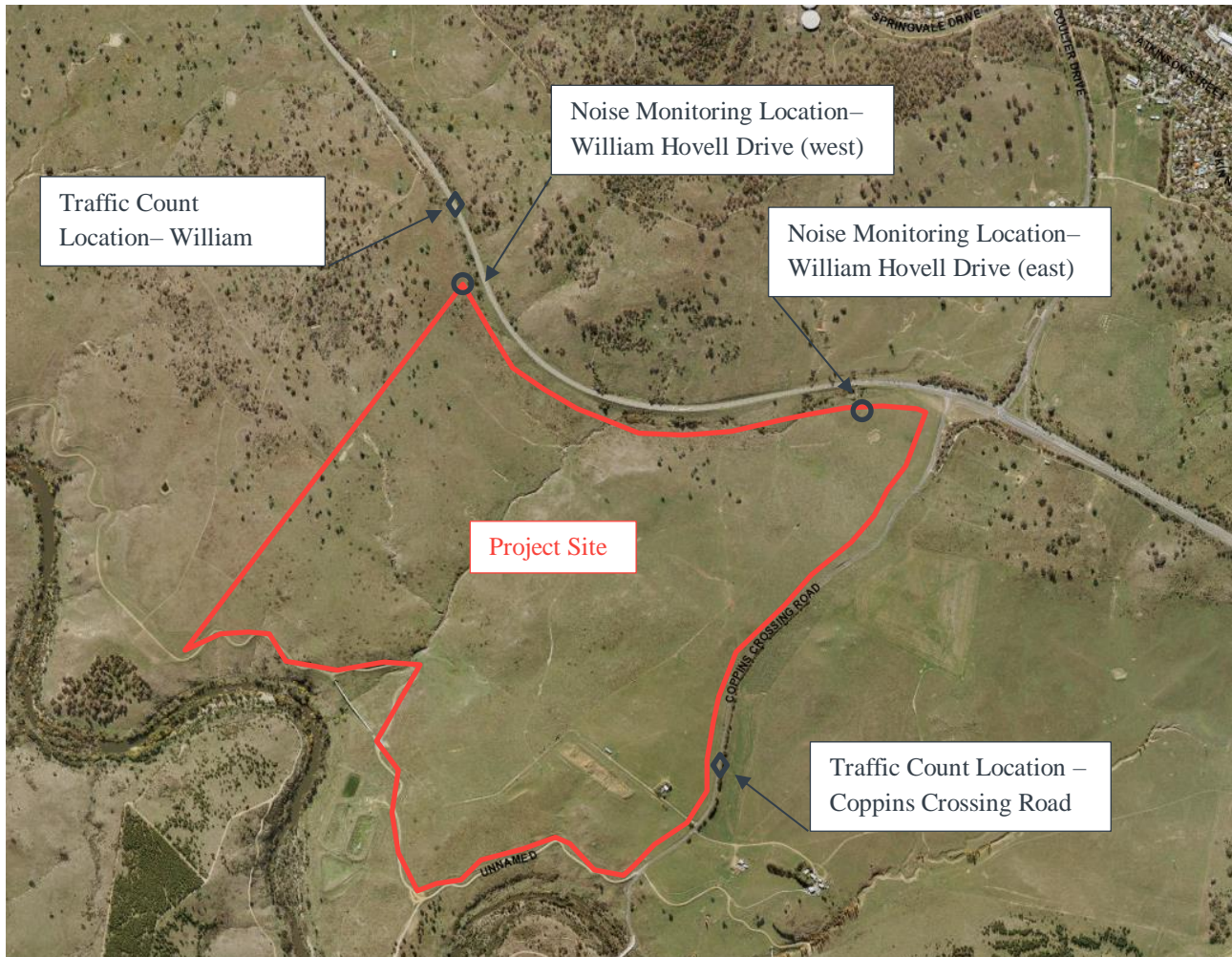
Table 4.2 2031 forecast traffic flow volumes

| ROAD SECTION | MODELLED VEHICLE SPEED | 2031 AM PEAK | 2031 18-HR VOLUME | % HEAVY VEHICLES |
|---|------------------------|--------------|-------------------|------------------|
| William Hovel Drive, west of Coulter Drive | 90 km/hr | 2,680 | 25,996 | 7.6% |
| William Hovell Drive, east of Coulter Drive | 80 km/hr | 2,307 | 22,378 | 7.6% |
| Coulter Drive | 80 km/hr | 1,920 | 18,624 | 6.2% |
| John Gorton Drive, between William Hovell Drive and the new access intersection | 80 km/hr | 2,947 | 28,586 | 6.5% |
| John Gorton Drive, south of the new access intersection | 80 km/hr | 3,289 | 31,903 | 6.5% |
| New access road, west of John Gorton Drive | 50 km/hr | 294 | 2,852 | 6.5% |
| New access road, east of John Gorton Drive | 50 km/hr | 341 | 3,308 | 6.5% |

4.2 NOISE MONITORING

To gain an understanding of the road traffic noise levels generated by the existing section of William Hovell Drive adjacent to Whitlam, environmental noise monitoring was performed in 2017 as part of the Whitlam Stages 1 and 2 Road

Noise Impact Assessment (2270809B, dated 20th July 2018). Noise monitoring was conducted at two representative locations within the project area. In addition, traffic counts were conducted concurrently with the noise monitoring. This information served as the basis for calibration of the noise model. This calibrated model is used as the bases for the Stage 3 assessment. The noise and traffic monitoring locations are presented in Figure 4.1. The noise monitoring locations were selected such that there is a clear line of sight to the traffic flow along William Hovell Drive at both extents of the project site.



Source: ACTmapi, accessed 10 August 2017

Figure 4.1 Aerial photograph of the project site including approximate locations of noise monitoring and traffic counts

Unattended noise monitoring was conducted using an ARL type EL-316 noise logger (S/N 16-306-008) and a Norsonic Nor140 sound level meter (S/N 1406503). The instruments' signal chain calibration was checked at the commencement and conclusion of the noise monitoring, with the variation in recorded calibrated levels not exceeding ± 0.5 dB.

All unattended noise monitoring equipment was programmed to continuously record statistical noise level indices in 15 minute intervals including L_{Amax} , L_{A1} , L_{A10} , L_{A50} , L_{A90} , L_{A99} , L_{Amin} and L_{Aeq} .

All traffic counters were programmed to record continuously in one hour intervals including a breakdown of all 13 vehicle classifications according to AustRoads94 scheme.

The noise monitoring results collected at the selected representative locations are summarised in Table 4.3. These results have been used collectively as part of the model calibration process. All noise monitoring and traffic results are presented as the average of all 18-hour, 15-hour, and 9-hour periods during the overall monitoring period for assessment.

Table 4.3 Noise monitoring dates and results

| LOCATION (REFER TO FIGURE 4.1) | DESCRIPTION AND DATES | NOISE LEVEL, dBA | | |
|--------------------------------------|---|---------------------------|--|--|
| | | L ₁₀ , 18-hour | L _{eq} , 15-hour | L _{eq} , 9-hour |
| William Hovell Drive (west) | Existing greenfield site Saturday 3 June to Friday 9 June 2017 (inclusive) | 69 | 66 2.7 dB lower than L ₁₀ , 18-hour | 60 8.7 dB lower than L ₁₀ , 18-hour |
| William Hovell Drive (east) | Existing greenfield site Saturday 3 June to Friday 9 June 2017 (inclusive) | 64 | 62 2.6 dB lower than L ₁₀ , 18-hour | 56 8.1 dB lower than L ₁₀ , 18-hour |

4.3 NOISE MODEL VALIDATION

The noise modelling has been conducted using the SoundPLAN (version 7.4) suite of acoustic prediction software, using the Calculation of Road Traffic Noise (CoRTN) algorithm (UK Department of Environment Welsh Office 1988).

The noise monitoring and traffic count results presented in Table 4.1 and Table 4.3 were used to perform a noise model calibration process for existing traffic levels. For the purpose of this assessment noise and traffic survey data collected in 2017 are considered suitable for use as they provide a reliable mean to allow appropriate calibration of the computer noise model. The traffic count results were input to the noise model, and the predicted noise levels output by the model were compared against the measured noise levels. The results of the calibration process are provided in Table 4.4.

Table 4.4 Model validation results

| LOCATION (REFER TO FIGURE 4.1) | MEASURED NOISE LEVEL, DBA L ₁₀ , 18-HOUR | PREDICTED NOISE LEVEL, DBA L ₁₀ , 18-HOUR | DIFFERENCE, DB |
|-----------------------------------|--|---|----------------|
| William Hovell Drive (west) | 69 | 66 | -3 |
| William Hovell Drive (east) | 64 | 65 | +1 |

According to the NSW Environment Noise Management Manual (ENMM) released by the NSW Roads and Maritime Services (RMS, previously Roads and Traffic Authority, RTA), it was noted that “*it should be recognised that noise prediction modelling has some accuracy limitations and will commonly produce acceptable errors of around 2 dBA*”.

This approach to validation has generally been accepted in the ACT and various other interstate jurisdictions.

Considering that the difference between the measured and predicted noise levels at the selected representative receivers is an average of ± 2 dB, it can be concluded that the noise model provides results which enable a reliable assessment of the project. A +1 dB correction factor has been provided to all model results as a conservative approach.

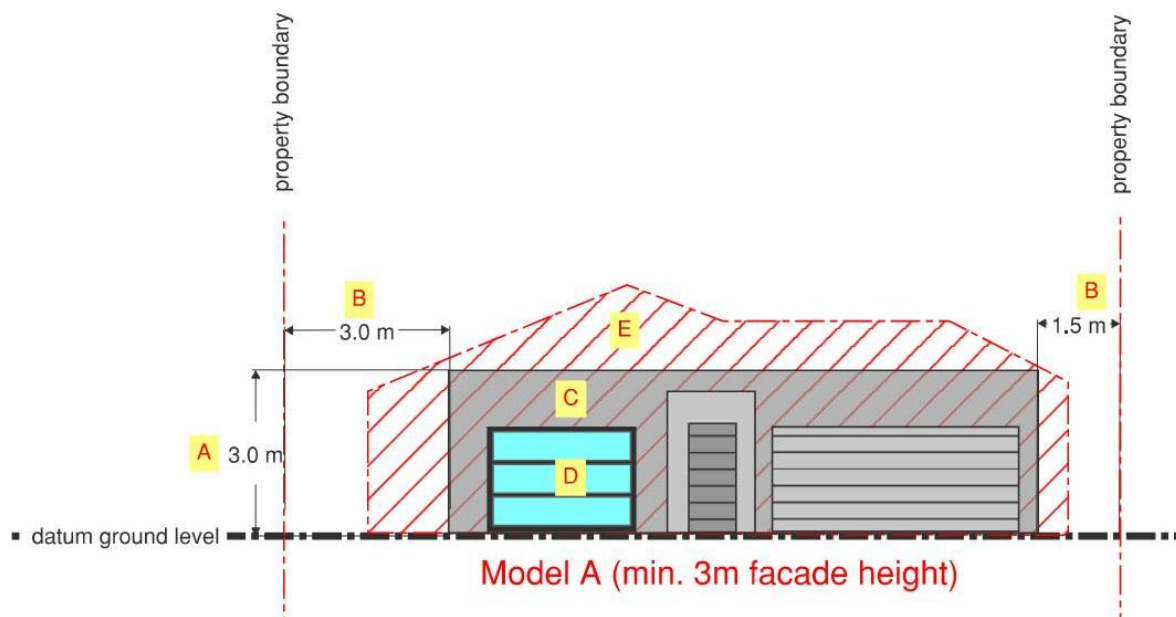
Modelling of both existing and future scenarios has been performed assuming Dense Graded Asphalt (DGA) for all road pavement surfaces.

5 FAÇADE CONSTRUCTION ASSESSMENT

Based on the modelling parameters presented above, the predicted road traffic noise levels are presented in Table A.1 in Appendix A. For the purpose of this assessment, single storey buildings with direct frontage to John Gorton Drive are assumed to be 3 metres in height (as illustrated in Figure 5.1).

Corresponding façade wall and glazing recommendations are described in Section 5.1. As the minimum glazing requirements vary from block to block these are also tabulated in Table A.1 for clarity.

A graphical representation of the identified “noise affected” blocks are also presented in Appendix B. It should be noted that only the daytime L_{eq} noise contours are presented as this represented the most onerous scenario of noise impact.



(A: minimum overall building height; B: minimum setback from side boundaries; C: building façade construction, Section 5.1.2; D: glazing minimum requirements, Section 5.1.1; E: example of building that meets minimum required height and width as modelled.)

Figure 5.1 Modelled dwelling for Whitlam Stage 3

5.1 RECOMMENDED MINIMUM CONSTRUCTIONS

5.1.1 GLAZING

The following recommendations for glazing are applicable for façades that have direct and partial frontage to the arterial road. This means that an occupant inside the space would have direct line of sight to the road. For façades that face away from the arterial road, standard glazing constructions without specific sound insulation requirements would be suitable. This means that for each final block configuration, the actual position of side and rear windows would need to be reviewed. This will be particularly important for corner blocks or end terraces. The following construction recommendations are provided to suit the predicted external noise levels:

- **Type A:** Glazing meeting ≥ 36 dB R_w (≥ 34 dB $R_w + C_{tr}$)
 - ≥ 12.38 mm laminated glass, or;
 - A double-glazed system of ≥ 6 mm float glass | ≥ 12 mm air gap | ≥ 10.38 mm laminated glass

- **Type B:** Glazing meeting ≥ 34 dB R_w (≥ 32 dB $R_w + C_{tr}$)
 - ≥ 10.38 mm laminated glass, or;
 - A double-glazed system of ≥ 6 mm float glass | ≥ 12 mm air gap | ≥ 10 mm float glass
- **Type C:** Glazing meeting ≥ 32 dB R_w (≥ 30 dB $R_w + C_{tr}$)
 - ≥ 6.38 mm laminated glass, or;
 - A double-glazed system of ≥ 6 mm float glass | ≥ 12 mm air gap | ≥ 6 mm float glass

It should be noted that glazing types used in this assessment are based on WSP’s understanding of glazing types that are likely to be considered ‘standard’ in the industry that typically do not require special custom orders. This however can change between different suppliers/ manufacturers and is subject to change. Table 5.1 presents the glazing type for each assessed receiver location and associated maximal area of the façade that can be glazed while still achieving the planning requirements for internal noise levels for each enclosed internal room.

Table 5.1 Glazing type and associated maximal glazed area recommended at façade

| GLAZING TYPE | MAXIMUM GLAZED FACADE AREA FOR EACH ENCLOSED ROOM |
|--------------|---|
| Type A | ≤ 5.4 m ² |
| Type B | ≤ 6.0 m ² |
| Type C | ≤ 6.6 m ² |

Note: for assessment purposes, a bedroom was assumed to be approximately 3.5 metres x 3.5 metres, while a living room is assumed to be 5.5 metres by 5.5 metres.

It should be noted that the glazing types and adopted glazing areas above represent one possible construction combination. Other combinations are possible and can be capable of meeting the planning requirements. To change the required R_w value of a glazing by 2 dB, this will correlate with a change of the prescribed maximum glazed façade area by 60%. For example, if a ‘noise affected’ block is assigned Type A glazing in Appendix A, this will be accompanied by a maximum glazing for each enclosed room of ≤ 5.4 m². If a developer decides to use a Type B glazing instead, the originally prescribed maximum glazing area for a room should be reduced to 60% i.e. from ≤ 5.4 m² down to ≤ 3.2 m².

In addition to the above, it should be noted that the selected glazing frame system must not degrade the overall sound insulation performance of the glazing pane.

5.1.2 WALLS

In general, a well-mortared brick veneer or any masonry construction is acoustically suitable on this development without further recommendations.

If lightweight cladding is used on the façade with direct and partial frontage to the arterial road the following typical minimum constructions would provide adequate façade sound insulation to meet the internal noise levels given in Table 3.1:

- External cladding
 - ≥ 9 mm compressed fibre cement board (or boards of total surface mass ≥ 13 kg/m²), or
- Insulated cavity
 - ≥ 90 mm frame fully filled with fibrous acoustic insulation (≥ 14 kg/m³)
- Internal cladding
 - ≥ 2 layers of 13 mm standard core plasterboard (or other boards of surface mass ≥ 8.5 kg/m² each layer)

For other areas, a similar lightweight construction as above is suitable but with a single layer of plasterboard for the internal lining.

It should be noted that there are a wide range of equivalent lightweight constructions that would provide similar façade sound insulation. Any proposed design that does not meet the nominated facade requirements for glazing, height and materials as detailed above should be reviewed by an acoustic consultant as design progresses.

5.1.3 *VENTILATION*

It is assumed that openable windows will be the principal form of ventilation for these sites. All noise assessment has been undertaken assuming that windows can be closed by the occupant.

If permanently open in-wall passive ventilation is pursued for these buildings, the associated reduction in overall composite façade sound insulation performance should be reviewed by an acoustic consultant at the design stage.

6 CONCLUSIONS

WSP Australia has prepared an overarching Noise Management Plan suitable for inclusion in the Development Application of the 'noise affected' residential blocks in Whitlam Stage 3.

The assessment has been prepared in reference to the planning requirements of the Single Dwelling Housing Development Code and Multi Unit Housing Development Code in regard to building envelope sound insulation performance.

The primary objectives of this NMP are to:

- Predict and assess the likely road traffic noise levels impacting on the future building façade of developments on the 'noise affected' blocks in Whitlam Stage 3.
- Provide indicative acoustic building envelope construction requirements that respond to these road traffic noise levels.

Three-dimensional computer noise modelling has been undertaken based on the appropriate input parameters, which resulted in prediction of the likely future road traffic noise levels impacting on the façade of the future dwellings adjacent to the arterial road.

Indicative building envelope construction requirements have been recommended in order to meet the internal noise level goals as discussed in Section 5.1. Implementation of the suggested constructions (subject to detailed design) are expected to allow the proposed development at the residential blocks adjacent to the arterial road to meet the current planning requirements.

Recommended façade glazing requirements are tabulated on a block-by-block basis in Appendix A. A graphical representation of the identified "noise affected" blocks are also presented in Appendix B. It should be noted that only the daytime L_{eq} noise contours are presented as this represented the most onerous scenario of noise impact.

The intent of the indicative building envelope when assessed with the minimum standards proposed for facade wall construction and glazing is to clarify that a dwelling that meets or exceeds these recommendations therefore meets the assessed criteria of this NMP. These are intended to achieve the current planning requirements for noise affected residential blocks covered within this report.

APPENDIX A

PREDICTED ROAD TRAFFIC NOISE
LEVELS AND ASSOCIATED GLAZING
PERFORMANCES



A1 PREDICTED ROAD TRAFFIC NOISE LEVELS AND ASSOCIATED GLAZING PERFORMANCES

Table A.1 summarises the predicted facade sound pressure level for each development block during the day and night time periods, and gives associated minimum glazing performance requirements. Note that all modelled buildings are single storey.

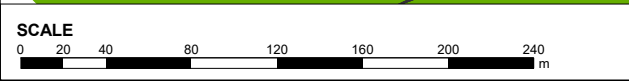
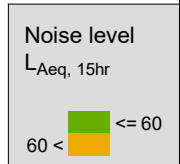
Table A.1 Predicted external façade road noise levels for 'noise affected' blocks

| RECEIVER/ BLOCK | DAY TIME $L_{EQ, 15-HOUR}$ DBA | NIGHT TIME $L_{eq, 9-hour}$ dBA | GLAZING TYPE (SEE SECTION 5.1.1) |
|--------------------|--------------------------------|---------------------------------|----------------------------------|
| | GROUND | GROUND | GROUND |
| W3 R55 - B9 S92 | 67 | 61 | Type A |
| W3 R56 - B10 S92 | 67 | 61 | Type A |
| W3 R57 - B11 S92 | 67 | 61 | Type A |
| W3 R66 - B12 S92 | 67 | 61 | Type A |
| W3 R67 - B13 S92 | 67 | 61 | Type A |
| W3 R79 - B13 S93 | 67 | 61 | Type A |
| W3 R80 - B14 S93 | 64 | 58 | Type B |
| W3 R81 - B15 S93 | 65 | 60 | Type A |
| W3 R81 - B16 S93 | 65 | 60 | Type A |
| W3 R82 - B17 S93 | 66 | 60 | Type A |
| W3 R93 - B18 S93 | 62 | 57 | Type B |
| W3 R92 - B19 S93 | 62 | 56 | Type B |
| W3 R91 - B20 S93 | 61 | 56 | Type C |
| W3 R90 - B21 S93 | 61 | 55 | Type C |
| W3 R90 - B22 S93 | 61 | 55 | Type C |
| W3 R90 - B23 S93 | 61 | 55 | Type C |
| W3 R90 - B24 S93 | 61 | 55 | Type C |
| W3 R109 - B25 S93 | 61 | 55 | Type C |
| W3 R107 - B26 S93 | 61 | 55 | Type C |
| W3 R106 - B27 S93 | 61 | 55 | Type C |

APPENDIX B

NOISE CONTOUR MAP AND
IDENTIFICATION OF 'NOISE AFFECTED'
BLOCKS





| | |
|----------------------------|-------------------------------------|
| Date: 10/19/2020 | Prediction Algorithm: |
| Appendix: | Prediction Height: 1.5m |
| Map Number: 1 | Coordinate System: ACT Stromlo Grid |
| Client: Calibre Consulting | Author: TJG |



PS115022 - Whitlam Subdivision-3metres dwelling height
Daytime $L_{Aeq, 15-hour}$, 1.5 meters above ground
including +2.5 dB facade r

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480 Northbourne Avenue
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Telephone (02) 6205 0600 (General)
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Disclaimer: The Suburban Land Agency makes no warranty to the accuracy or completeness of information in this publication and recommends obtaining independent legal, financial and accounting advice before considering purchasing land or making an offer to purchase land.

ANNEXURE B –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 1998 (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:
SECTION 370 OF THE PLANNING ACT 2023.

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: |
|--------------|

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

Memorandum Of Provisions

Memorandum of Provisions No. 3287425

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 'Commencement Date' - the Commencement Date specified in item 4;
- 1.6 'Commonwealth' – the Commonwealth of Australia;
- 1.7 'Dwelling' - has the same meaning as in the *Planning (General) Regulation 2023*;
- 1.8 'Land' - the Land specified in item 1;
- 1.9 'Lease' - the Crown lease incorporating these provisions;
- 1.10 '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;
- 1.11 'Multi-unit housing' - means the use of land for more than one dwelling;
- 1.12 'Premises' - the Land and any Building at any time on the Land;
- 1.13 'Purpose' - the purpose specified in item 5;

- 1.14 'Single dwelling housing' means the use of land for residential purposes for a single dwelling only;
- 1.15 '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)*;
- 1.16 Where the Lessee comprises two or more persons or corporations, an agreement by the Lessee binds them jointly and individually;
- 1.17 The singular includes the plural and vice versa;
- 1.18 A reference to one gender includes the other genders;
- 1.19 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;
- 1.20 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;

COMPLETE CONSTRUCTION

- 2.3 within twenty-four (24) months from the Commencement Date or within such further time as may be approved in writing by the Authority, complete construction of an approved development on the Land as approved by the Authority at a cost of not less than one hundred and eighty thousand dollars (\$180,000) per Dwelling;

UNDERGROUND FACILITIES

- 2.4 ensure that facilities for electrical and telephone cables are installed underground to a standard acceptable to the Authority;

PURPOSE

- 2.5 use the Land for the Purpose;

PRESERVATION OF TREES

- 2.6 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;

SOLID FUEL HEATING SYSTEM

- 2.7 not install or use a solid fuel heating system on the Premises without the prior written approval of the Authority;

REPAIR AND MAINTAIN

- 2.8 repair and maintain the Premises to the satisfaction of the Authority;

RIGHT OF INSPECTION

- 2.9 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

- 2.10 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

- 2.11 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 clause 2.8, 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 clause 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 clause 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:

- (a) the Authority;
- (b) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (c) an authority or person to whom the Authority has delegated all its powers or functions under the *Planning Act 2023*.



.....
 Signed by Craig Weller)
 a delegate authorised to execute this)
 Memorandum of Provisions on behalf)
 of the Commonwealth)

ANNEXURE C – CLEARANCE CERTIFICATE



SUBURBAN LAND AGENCY
C/o AKIYO FUJITA-PHILPOT
ACT GOVERNMENT SOLICITOR
LEVEL 6 12 MOORE STREET
CANBERRA CITY ACT 2601

Our reference: 2410205113219
Phone: 13 28 66

16 May 2019

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 | 2410205113219 |
| Vendor name | SUBURBAN LAND AGENCY |
| Vendor address | ACT GOVERNMENT SOLICITOR LEVEL 6 12 MOORE STREET CANBERRA CITY ACT 2601 |
| Clearance certificate period | 2 May 2019 to 5 May 2024 |

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

Yours sincerely

Tim Dyce
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 D – SPECIAL CONDITIONS

SPECIAL CONDITIONS

1 AMENDMENTS TO STANDARD TERMS

1.1 Definitions

In this special condition 1:

- (a) 'Special Conditions' means this special condition 1.
- (b) 'Standard Terms' means clauses 1 to 46 (inclusive) of this Contract.

1.2 Amendments

The Standard Terms are amended as follows:

- (a) The following defined terms and their definitions are deleted:
 - (i) **Certificate of Compliance** has the meaning in the *Planning and Development Act 2007* (ACT).
 - (ii) **Planning Act** means the *Planning and Development Act 2007* (ACT).
 - (iii) **Planning and Land Authority** means the body corporate established in accordance with the Planning Act.
 - (iv) **Territory Plan** means the *Territory Plan 2008* (ACT) as amended and varied from time to time.
- (b) The following defined terms and their definitions are added:
 - (i) **Certificate of Compliance** has the meaning in the Planning Act.
 - (ii) **Planning Act** means the *Planning Act 2023* (ACT).
 - (iii) **Territory Plan** means the *Territory Plan 2023* (ACT) as amended and varied from time to time.
 - (iv) **Territory Planning Authority** means the corporation of that name established in accordance with the Planning Act.
- (c) The references to 'the Planning and Land Authority' in clauses 1 and 8 of the Standard Terms are amended to 'the Territory Planning Authority'.

1.3 Inconsistency

Where there is any inconsistency between these Special Conditions and the Standard Terms, these Special Conditions prevail.