

## Standard Form Contract for Sale of Real Estate in Tasmania

### The Particulars of Sale (2018)

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The Standard Form Contract for Sale of Real Estate in Tasmania (2018) as approved for use by the Law Society of Tasmania and the Real Estate Institute of Tasmania is made up of two parts:

1. these agreed variables and non-standard clauses, known as “the Particulars of Sale (2018)”; and
2. the standard clauses known as “the Standard Conditions of Sale (2018)”.

The Standard Conditions of Sale are adopted as part of the Contract by signature of the Particulars of Sale.

The parties may add special clauses in the Particulars of Sale, for instance to make their agreement subject to finance, sale, inspection, or other issues.

The Particulars of Sale may vary the Standard Form Contract. The Particulars of Sale have priority if there is any inconsistency with the Standard Conditions of Sale.

The drafting of the Particulars of Sale should make evident changes to the provisions of the Standard Form Contract.

Words defined in the Particulars of Sale have that meaning when used in the Standard Conditions of Sale.

WORDS	DEFINITION
<b>Contract Date</b>	The ..... day of .....20.....
<b>Vendor</b> (The seller of the Property)	<i>Name:</i> NATALIE JAYNE DELL and LAUREN KATE DELL AS TRUSTEE FOR DELL UNIT TRUST <i>Address:</i> 6 Baker Court <i>Suburb:</i> BLACKSTONE HEIGHTS <i>State:</i> Tasmania <i>Postcode:</i> 7250 <i>Phone:</i> ..... <i>Email:</i> ..... <i>ABN:</i> .....
<b>Vendor's Solicitor or Conveyancer</b>	<i>Firm:</i> Archer Bushby <i>Person:</i> Kate Alcorso <i>Address:</i> 63 Charles Street, Launceston in Tasmania
<b>Purchaser</b> (The buyer of the Property)	<i>Name:</i> ..... <i>Address:</i> ..... <i>Suburb:</i> ..... <i>State:</i> ..... <i>Postcode:</i> ..... <i>Phone:</i> ..... <i>Email:</i> ..... <i>ABN:</i> .....
<b>Purchaser's</b>	<i>Firm:</i> ..... <i>Person:</i> .....

T-T0910408-1

Vendor Initials.....Witness Initials..... Purchaser Initials.....Witness Initials.....

WORDS	DEFINITION
<b>Solicitor or Conveyancer</b>	Address: .....
<b>Property</b> <i>(If part only, accurately describe part)</i>	The Vendor's property at: 34 Hillary Street, St Leonards in Tasmania  Property Identifier Number: 3417004  As described by Title Reference(s): Volume 166798 Folio 3
<b>Chattels</b>	Westinghouse induction cooktop, oven and dishwasher; Daiken heat pump; TV antenna; clothesline; fixed and fitted floor coverings; blinds as fitted.
<b>Sale Price</b> <i>(See Standard Condition 2)</i>	<i>(in words)</i> Four hundred and sixty five thousand dollars <i>(in figures)</i> \$465,000.00
<b>Chattels Value</b>	The part of the Sale Price attributable to the Chattels is: <i>(in words)</i> .....dollars <i>(in figures)</i> \$......
<b>Deposit</b> <i>(See Standard Condition 2)</i>	<i>(in words)</i> Forty six thousand five hundred dollars <i>(in figures)</i> \$46,500.00
<b>Deposit Holder</b> <i>(See Standard Condition 2)</i>	<i>(Insert name of person or organisation that will hold the Deposit)</i>  The Vendor
<b>Deposit Payment Time</b> <i>(See Standard Condition 2)</i>	<b>Either</b> <input checked="" type="checkbox"/> On the Contract Date <b>or</b> <input type="checkbox"/> Other date – <i>(specify)</i> : .....
<b>GST Treatment</b> <i>(See Standard Condition 10)</i>	Mark a box to indicate the GST Treatment. <b>Either</b> <input type="checkbox"/> The sale is not a taxable supply <b>or</b> <input checked="" type="checkbox"/> Margin Scheme - The sale is a taxable supply, the Sale Price includes GST and the Margin Scheme applies <b>or</b> <input type="checkbox"/> The sale is a GST-free supply according to the special clause added <b>or</b> <input type="checkbox"/> The sale is a taxable supply and GST is included in the Sale Price according to the special clause added <b>or</b> <input type="checkbox"/> The sale is a taxable supply and GST is added to the Sale Price according to the special clause added

WORDS	DEFINITION
<b>GST Withholding Treatment</b> (See Standard Condition 11)	<p>Mark a box to indicate the GST Withholding Treatment</p> <p><b>Either</b>      GST Withholding not required because:</p> <p style="padding-left: 100px;"><input type="checkbox"/> Sale is not a taxable supply</p> <p style="padding-left: 100px;"><input type="checkbox"/> Sale is GST-free</p> <p style="padding-left: 100px;"><input type="checkbox"/> Sale not new residential premises or potential residential land</p> <p style="padding-left: 100px;"><input type="checkbox"/> Property is potential residential land and Purchaser is registered with creditable purpose</p> <p><b>or</b>      GST Withholding required and:</p> <p style="padding-left: 100px;"><input checked="" type="checkbox"/> Property entirely new residential premises and/or potential residential land</p> <p style="padding-left: 100px;"><input type="checkbox"/> Property not entirely new residential premises and/or potential residential land</p>
<b>Completion Date</b> (See Standard Condition 3)	<p><b>Either</b>      The ..... day of .....20.....</p> <p><b>or</b>      <input checked="" type="checkbox"/> Another date On or before 21 days from the date of satisfaction of special clause 1.2</p>
<b>Availability</b> (See Standard Condition 3.b))	<p>On the Completion Date, the Vendor must make available to the Purchaser:</p> <p><b>Either</b>      <input checked="" type="checkbox"/> Vacant possession of the Property</p> <p><b>or</b>      <input type="checkbox"/> The right to receive rents and profits of the Property</p> <p><b>or</b>      <input type="checkbox"/> Otherwise (<i>specify</i>):            .....            .....</p>
<b>Purchaser's Required Use</b> (See Standard Condition 4a)	<p><b>Either</b>      <input checked="" type="checkbox"/> Residential</p> <p><b>or</b>      <input type="checkbox"/> Other (<i>specify</i>):            .....</p> <p><b>or</b>      <input type="checkbox"/> The Purchaser does not require any specified required use</p>
<b>Vendor Warranty</b> (See Standard Condition 9)	<p>The Standard Condition 9 exclusion of warranties applies:</p> <p><b>Either</b>      <input checked="" type="checkbox"/> without qualification</p>

WORDS	DEFINITION
	<p>or <input type="checkbox"/> except to the extent modified by any selection below:</p> <p><input type="checkbox"/> The Vendor warrants to best of the Vendor's knowledge, there are no outstanding completion or occupancy certificates, statutory orders or permit conditions on the Property</p> <p><input type="checkbox"/> The Vendor warrants that to the best of the Vendor's knowledge the attached statement is accurate</p>
<b>Cooling Off</b> (See Standard Condition 19)	<p>The Purchaser:</p> <p><b>Either</b> <input checked="" type="checkbox"/> Waives</p> <p>or <input type="checkbox"/> Confirms reliance on the Cooling Off provision in Standard Condition 19 of the Standard Conditions of Sale</p>

## SPECIAL CLAUSES

*Use Special Clauses to vary or add to the Standard Conditions of Sale.*

<b>Finance Clause</b>	<i>If this Contract is subject to finance, complete all relevant details below. All relevant details must be completed for the following clause to apply.</i>
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It is a condition precedent to the Purchaser's obligation to complete this Contract, that within the Finance Period, the Financier makes available to the Purchaser a loan of the Finance Amount, on terms currently available in transactions of a similar nature.

The Purchaser is the party benefited by this condition precedent.

<b>Finance Amount</b>	(Insert amount) Sufficient funds to complete
<b>Financier</b>	(Insert name) A financial institution
<b>Finance Period</b>	(Complete) Until the ..... day of .....20..... or/ (insert number) 21 days from the Contract Date or/ .....

<b>Subject to Sale Clause</b>	<i>If this Contract is subject to the signing and /or settlement of the sale of the Purchaser's Property, complete all relevant details below. All relevant details must be completed for the relevant provision/s to apply.</i>
<b>Purchaser's Property</b>	(Insert address) .....

- ~~**Subject to Contract:** It is a condition precedent to the Purchaser's obligation to complete this Contract, that within the nominated Contract Selling Period, the Purchaser obtains a contract for the sale of the Purchaser's Property that is free of any unsatisfied condition precedent. The Purchaser must offer the Purchaser's Property for sale for no more than the Maximum Asking Price.~~

<b>Contract Selling Period</b>	<p><b>Either</b> <input type="checkbox"/> Not applicable</p> <p><b>or</b> By the ..... day of .....20.../ or within.....days from.....</p>
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<b>Maximum Asking Price</b>	(Insert amount) \$.....
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- **Subject to Completion:** It is a condition precedent to the Purchaser's obligation to complete this Contract, that a sale of the Purchaser's Property is completed on or before the nominated Deadline for Settlement of Sale.

<b>Deadline for Settlement of Sale</b>	Either <input type="checkbox"/> Not applicable or The .... day of ..... 20.../ or within .... days from.....
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<b>Inspection Clause</b>	<i>If this Contract is subject to a building inspection, complete <b>all</b> relevant details below.</i>
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The Purchaser may have reasonable access to the Property during the Building Inspection Period to inspect buildings and other improvements on the property personally or by agents, at the Purchaser's cost. If, strictly within the Building Inspection Period, the Purchaser serves on the Vendor:

- a copy of a report, by a building inspector holding professional indemnity cover for that work or a licensed Building Services Provider under the *Occupational Licensing Act 2005 (Tas)*, both:
  - specifying one or more defects in buildings and other improvements on the Property; and
  - certifying such defects are likely to cost more to remedy than the Defect Limit;
- notice that the Purchaser terminates this Contract in response to that report;

then the parties' obligations under this Contract end and the Purchaser is entitled to a refund of the Deposit, but neither party is otherwise entitled to compensation.

<b>Building Inspection Period</b>	(Complete) ..... until the ..... day of ..... 20.... or (Insert number of days) ..... days from .....
<b>Defect Limit</b>	Either ..... per cent of the Sale Price or \$ .....

<b>Shorter Period Clause</b>	<i>If selected below the Vendor may shorten the period to satisfy Special Clauses.</i>
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The Vendor may, by notice in writing to the Purchaser, shorten to two (2) business days after the day on which that notice is given the period for satisfying:

Either <input type="checkbox"/> all of the special clauses to this Contract Or <input type="checkbox"/> the following special clauses.....
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**Additional Special Clauses are annexed** ☒

(Complete if there are attachments) The attached 31 annexure page(s) are part of this Contract.

**Cautionary Notes:**

**Subject to these Particulars of Sale, the Standard Conditions of Sale:**

- allow the Purchaser to terminate without penalty within a cooling off period; and
- provide for sale as is/where is, without promises about physical condition, permits or certificates.

**Take legal and other relevant advice as soon as possible.**

**This Contract creates critical timeframes.**

**Both Vendor and Purchaser should insure the Property from the Contract Date.**

**Contracts relating to the sale of residential premises or potential residential land trigger specific legal obligations on vendors and purchasers. The GST Treatment and GST Withholding Treatment clauses may avail a vendor of their legal obligations but only if the correct options are selected. In the case of a contract between associates, a contract involving non-monetary consideration or contract involving a GST mixed supply, the standard provisions are not sufficient and professional advice and special clauses are required.**

**By signature** the parties confirm:

- they have read these Particulars of Sale and the Standard Conditions of Sale 2018,
- their intention to be bound by this Contract for the sale of real estate, and
- they had the opportunity to take necessary advice before signing the Particulars of Sale.

*Vendor Signature* .....

in the presence of: *Witness Signature* .....

*Name, Address, Occupation of Witness*.....

*Purchaser Signature* .....

in the presence of: *Witness Signature* .....

*Name, Address, Occupation of Witness*.....

## **Annexed special conditions**

### **Special Clause 1 – Subject to completion of dwelling**

1.1 The Vendor will construct a residential dwelling on the Property:

- (a) in accordance with the Plans and Specifications (annexed hereto and marked A);
- (b) in accordance with any deviations agreed between the parties to the above mentioned Plans and Specification;
- (c) in a good and workman like manner.

The issue of a certificate of completion for the building and plumbing works undertaken in accordance with the Plans and Specifications will be sufficient evidence that the Vendor has complied with its obligations under this clause.

1.2 Completion of this Contract is subject to and conditional upon the Vendor obtaining, and providing to the Purchaser within 3 months of the date of this contract, a copy of:

- (a) a certificate of completion in relation to any plumbing work that has been done at the Property;
- (b) a certificate of completion for building works in relation to all improvements at the Property; and
- (c) a certificate of occupancy for the residential dwelling.

### **Special Clause 2 – Interest**

2.1 If the Purchaser breaches this Contract by failing to settle the sale on the Completion Date, and the Vendor agrees to allow the Purchaser additional time to complete this matter, then the Purchaser must pay to the Vendor:

- (a) Interest; and
- (b) the Vendor's reasonable legal costs of the delay;

from the Completion Date until either:-

- (a) the date of actual completion; or
- (b) this Contract is effectively terminated by either party or by law.

2.2 Interest under this Clause accrues daily, at the rate of ten (10) percent per annum, on all money that should have been paid by the Purchaser on the Completion Date, but that has not been either received by, or applied for the exclusive benefit of the Vendor.

2.3 Payment of interest and the Vendor's reasonable legal costs of the delay upon completion of this Contract is a condition precedent to the Vendor's obligation to complete.

The Vendor's right to recover interest under this Clause is intended;

- (a) to survive the termination of other contractual obligations between the parties under this Contract;
- (b) to be in addition to;

- (i) any right to forfeit the Deposit;
- (ii) any other rights, powers or remedies which the Vendor may have at law or in equity.

2.4 No interest is payable under this clause if the Purchaser's failure to complete is caused by the Vendor's wilful default.

**Special Clause 3 – Accept boundaries**

- 3.1 The Purchaser admits the identity of the Property with that described herein
- 3.2 The Purchaser is not entitled to require the Vendor to explain or reconcile differences or discrepancies in the description of the Property or in names, dimensions, areas or boundaries that affect or describe the Property and further will not have claim in respect to the same.

“A”

BUILDING SPECIFICATION

FOR

Lot 3, 34 Hillary St, ST LEONARDS 7250

BETWEEN

Dell Unit Trust  
**(the Home Owner)**

&

Mojo Enterprises (Tas) Pty Ltd  
**(the Builder)**

BUILDERS LICENSE NO CC154D

ITEM	DESCRIPTION	INITIAL ALTERATIONS
HOME OWNER	: <u>Dell Unit Trust</u>	
SITE ADDRESS	: <u>Lot 3, 34 Hillary St, ST LEONARDS 7250</u>	
COUNCIL	: <u>Launceston City Council.</u>	

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**PLEASE READ CAREFULLY BEFORE COMPLETING THE SPECIFICATION****INTERPRETATION AND USE OF SPECIFICATION**

- a) This specification forms part of the contract for the proposed work when signed and initialed by both parties.
- b) Where multiple choices are available, only one choice is permitted. If choice/s is/are not clarified by the Home Owner at the time of signing the choice/s is/are to be at the Builder's sole discretion.
- c) Any items not clearly defined in the plans, this specification and the standard inclusions are to be selected within the range as determined by the Builder as allowable for this style of building.
- d) The Home Owner acknowledges that the Builder [Mojo Enterprises (Tas) Pty Ltd the Builder] is the independent owner and operator of a GJ Gardner Homes franchise and agrees this building contract is exclusively between the Home Owner and the Builder [Mojo Enterprises (Tas) Pty Ltd the Builder].

**1. GENERAL**

- a) Unless otherwise specified, the works shall be constructed in accordance with the Australian Building Code (as amended), and all other relevant Local, State and Federal Authorities, and other statutory body's requirements.
- b) Unless otherwise specified, the Home Owner is responsible to provide a house site clear of any obstructions to building including removal of long grass, shrubs and trees where necessary.
- c) It is acknowledged by the Home Owner that it is their sole responsibility to peg the four corners of the dwelling before and after site works commence. The Builder takes no responsibility whatsoever for the wrong positioning of the dwelling on the block.
- d) The Home Owner acknowledges that it is their responsibility to provide all weather access suitable to allow vehicles and machinery, as normally used in the building industry, to drive in and out of the property.
- e) Unless otherwise specified, the contract price allows that town water supply will be available from an existing main of the Local Authority prior to commencement of construction. Where no such water or supply exists, the Home Owner is to arrange at their expense, a temporary fresh water supply for building purposes by means satisfactory to Builder, and to be available prior to commencement of construction.
- f) Unless otherwise specified, the contract price allows that town gas supply will be available from an existing main of the Local Authority prior to competition of construction. Where no such gas supply exists, the Home Owner is to arrange at their expense, approved gas tank/s prior to completion of construction.

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Purchaser's Initials

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Builder's Initials

ITEM	DESCRIPTION	INITIAL ALTERATIONS
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- g) This contract allows for 240 Volt single phase power being available prior to and during the construction of the dwelling. Where no such power is available the Home Owner is to arrange temporary power to the satisfaction of Builder at the Home Owner's expense.

## 2. LOCAL AUTHORITY

- a) Structural design of the home is as per the Local, State or other Authority, or Statutory body's requirements.
- b) Complying with statutory obligations and any notices and obtaining relevant approvals is the responsibility of Builder.
- c) The Builder and the Home Owner acknowledge that notwithstanding proper requests by the Builder the Local Authority does not on all occasions carry out final inspections in relation to the works. The Home Owner further acknowledges and irrevocable agrees that they will not make any objection to the lack of provision of a final inspection report subsequent to practical completion and further will not withhold or cause to be withheld any progress payments due to the Builder, either directly or through their financier that are due to be paid to the Builder on practical completion of the works.  
The Home Owner acknowledges and agrees that should their financier refuse to advance all or any funds until the provision of a final inspection report from the Local, State or other Authority which may not be available, the Builder will at the Home Owners cost obtain a final inspection report suitable to the financier from a qualified Engineer or a licensed Builder.
- d) Unless otherwise specified, all building fees are paid for by the Builder. Any Bonds called for or development application fees requested by any Local or Other Authority or statutory body are to be arranged and paid for by the Home Owner.
- e) It is the responsibility of the Home Owner to obtain any necessary building consents from relevant developer or land corporation where a covenant applies.
- f) An Engineer's soil report, footing and slab designs if required are to be provided by the Builder.
- g) Should this Contract not proceed for any reason whatsoever all moneys expended by the Builder on Local Authority fees, obtaining soil reports and footing and slab designs, engineers fees, drafting and an administration fee of \$250.00 for the costs of preparation of contracts and plans shall be deducted forthwith from any deposit paid by the Home Owner. If the deposit paid by the Home Owner is insufficient to cover such costs then the Home Owner shall pay such extra costs to the Builder within fourteen days after receiving notification that the same are due and payable.
- h) The colour selection must be completed before construction can commence. The colour selection should be completed before local authority, city, or finance approval has been received to enable the Home Owner's home to be built within the construction period stated in this contract. This colour selection does not form part of this contract and any item at a cost above standard allowance will be charged as an extra.
- i) Any valuations required by the lending body (other than final inspection) are to be the responsibility of the Home Owner to organize.
- j) The Builder takes no responsibility for any colour variation in the roof tile, brick, ceramic wall and floor tile, stucco, paint, between those shown in displays or brochures to those delivered by the manufacturer. These products may vary slightly

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 Purchaser's Initials

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 Builder's Initials

ITEM	DESCRIPTION	INITIAL ALTERATIONS
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in colour from time to time and any discrepancy is the responsibility of the manufacturer.

- k) The electrical plan is to be completed and returned to this office within seven days from the date the Home Owner signs the contract, failing which the standard electrical plan will apply.
- l) The Home Owner and the Builder hereby agree that any extension of time claimed for practical completion due to wet or inclement weather shall be based on notification pursuant the Contract and shall be claimed as per the logged days by the nearest post office or weather bureau.
- m) The Home Owner acknowledges that it is their responsibility to pay a deposit to the gas and or electrical authority to connect power and/or gas. Any delay by the electrical and or gas authority in connecting power shall not on its own delay practical completion or final payment to the Builder.
- n) Where due to soil conditions, Local, State or Other Authority requirements, pump out tanks, submersible pumps and irrigation systems are required over and above the normal septic system, the Home Owner agrees to bear the costs thereof and proceed by way of variation pursuant to the Contract.
- o) The Builder reserves the right to charge a \$250.00 fee for each variation requested by the Home Owner subsequent to signing of the contract. Variations are deemed to be changes, additions, deletions and alterations to contract, color selection, allowances or prior variation. Each variation will add one week to the contract time.
- p) The Builder accepts no responsibility to contact the owners of adjoining properties in relation to fencing. It is the Home Owners responsibility to contact the adjoining neighbors to arrange rebates. Should the Home Owner not arrange rebates, the Builder will install the fence(s) as per the contract at the Builder's discretion.
- q) The Home Owner acknowledges that they have not relied upon any representations made by the Builder, its agents, employees or workmen in entering into this contract other than those representations as are included in and form part of this contract.
- r) This contract has no allowance for termite treatment and any deviation from this will be at the Home Owners cost.
- s) Provisional cost, prime sum, to the value of items, or allowances in this contract will be adjusted with a margin of 20% for recovery of profit and administration as per the building contract. Adjustments will be made on receipt of final invoice and credited off the final progress claim. These allowances are non-transferable and will be subject to a 5% retention if deleted.

### 3. EXCAVATION

- a) The Home Owner acknowledges that after breaking the surface of the ground, if variations are required by Local, State or Other Authority, Engineers or due to the nature of site access or due to extra excavations or footings required if rock or other obstacles are encountered, then the Builder will notify the Home Owner as provided for in the contract and the cost of such variation together with a reasonable allowance for overheads and profits shall be adjusted against the contract sum.

### 4. SITE WORKS

- a) Site Works builder has allowed for a equal cut and fill with compaction.

Purchaser's Initials

Builder's Initials



ITEM	DESCRIPTION	INITIAL ALTERATIONS
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- b) Demolition of Existing Structure is not applicable.
- c) Excess soil from excavation to be removed from site by builder.
- d) Retaining Walls to be completed by builder.
- e) Retaining Wall Material is as per engineers design.
- f) Concrete Pump is included for foundations and slab only.
- g) Foundation and Slab design allowed for is dependent on a "H" class site.
- h) Site clean up and removal of all construction debris except the stock piled soil is the responsibility of the Builder.
- i) House Clean a builders clean is to be completed by the Builder prior to handover.

## 5. SLAB

- a) Main Slab Concrete is as per engineering requirements. Alfresco/Porch slabs may be poured as a separate slab to suit the Builder.
- b) Main Slab steel is as per engineering requirements.
- c) Slab Thickness is as per engineering requirements.

## 6. FRAMING

- a) Ceiling heights unless otherwise shown on the plans are 2.4 meters ceilings.
- b) External wall framing is factory prefabricated 90 x 35 pine framing MPG10.
- c) Internal wall framing is factory prefabricated 90 x 35 mm Pine Framing MPG10.
- d) Roof framing is factory prefabricated timber trusses.

## 7. ROOFING

- a) Roofing is colourbond steel.
- b) Roof pitch is 22.5 degrees
- c) Gutters are 150 mm colourbond quad.
- d) Down Pipes are 90mm PVC.

## 8. WINDOWS & DOORS

- a) Window and door frames are powder coated aluminium.
- b) Windows and external sliding door glass is clear glass, double glazed with awning windows.
- c) Obscure Glass to bathroom, toilet and ensuite windows.
- d) Insect Screens are included to all opening windows and external sliding doors.

## 9. EXTERNAL FINISHES

- a) External walls are to be face brick from the Express range of bricks.
- b) External ceilings are to be 4.5 mm cement sheeted with joining strips or similar.
- c) Soffits are to be Hardies 4.5 mm cement sheeting.
- d) Gables are to be 4.5 mm Hardies cement sheeting or similar.
- e) Stone Work is not included.
- f) Masonry Finish is applied finish (render) to specified areas.

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Purchaser's Initials

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Builder's Initials

ITEM	DESCRIPTION	INITIAL ALTERATIONS
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**10. INTERNAL LININGS**

- a) Internal walls are to be lined with 10 mm plaster board.
- b) Internal Wall Finish is to be 10mm plaster board to level 4 finish.
- c) Cornice is to be 75mm coved.
- d) Internal ceilings are to be 10mm plaster board to level 4 finish.
- e) Garage walls and ceilings are to be 10 mm plaster board to level 4 finish.

**11. DOORS EXTERNAL**

- a) Front entrance door is to be a Corinthian Madison PMAD 101 translucent glass.
- b) Front door lock set is a Lane Touch Plus Oxford / Westminster entrance lockset.
- c) Laundry door is to be a sliding glass door.
- d) Garage Door is to be a Corinthian Solicore door.
- e) Other external door locks are Lane Touch Plus Oxford / Westminster entrance lockset.
- f) External Door Frames are to be powder coated aluminium with timber to roll-a-door jambs.
- g) Garage Roll-a-Door is a 2.1x 4.8 auto opening Pinch Free sectional panel lift.

**12. DOORS INTERNAL**

- a) Internal doors are to be Corinthian hollow core flush panel.
- b) Double doors are to match other Internal doors.
- c) Internal door frames are to be pre hung finger jointed pine.
- d) Internal door handles are to be Lane Oxford / Westminster, privacy locks to toilets, bathroom and ensuite.
- e) Robe door handles are to be Lane robe knobs.
- f) Internal door between garage and house is to match other internal doors.
- g) The door between the garage and the living area is fitted with a passage set.

**13. INTERIOR TRIM**

- a) Skirting's to be 67x18mm painted pencil round MDF.
- b) Door architraves to be 67x18mm painted pencil round MDF.
- c) Window architrave to be 67x18mm painted pencil round MDF.

**14. CUPBOARDS & ROBES**

- a) Walk in robe/s as shown on the plan, melamine shelf & hanging rail with 2 x shelving tower.
- b) Bedroom robes as per the plan, swing doors, including 445mm wide shelf, 1 x shelving tower, hanging rail.
- c) Linen cupboard/s as per the plan with swing door/s and four 445mm wide melamine shelves.
- d) Broom Cupboard is part of linen cupboard.

ITEM	DESCRIPTION	INITIAL ALTERATIONS
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**15. MAIN BATHROOM CABINETS**

- a) Main bathroom cabinets are included as per the plan.
- b) Tops are to be Formica High Gloss.
- c) Door style to be Formica Velour Finish.
- d) Handles "C" pull chrome from selected range.
- e) Drawers one set is included.

**16. MAIN BATHROOM FIXTURES**

- a) Bath tub is to be Base acrylic bath 1650mm long.
- b) Bath Taps are to be Mizu Bliss Mixer & Mizu Drift bath outlet.
- c) Vanity Basin/s to be Kado Arc drop-in vanity basin.
- d) Basin Taps are to be Mizu Bliss basin mixer.
- e) Shower Base is to be set down tiled 900 x 900.
- f) Shower taps are to be Mizu Bliss shower mixer & Nickles shower rail.
- g) Shower Screen to be aluminium framed with a pivot door with clear glass.
- h) Mirror to be polished edge 900mm high full length of vanity.
- i) Towel rail to be Mizu Drift 700mm in chrome.
- j) Soap holder/s are Mizu Drift chrome shower shelf.
- k) Tiles to shower enclosure walls to 2.0 m high, floor, skirting, vanity splashback to 200mm high x width of vanity, bath front, top and bath splashback to 400mm high
- l) Skirting is to be a split tile to 100mm high.
- m) Tile purchase allowance is from the Express range of tiles.
- n) Exhaust fan is to be 4 Heat/Light/Fan

**17. ENSUITE CABINETS**

- a) Ensuite cabinets are included as per the Plan.
- b) Ensuite Tops to be Formica High Gloss.
- c) Door Style to be Formica Velour Finish.
- d) Door handles to be "C" pull chrome from selected range.
- e) Drawers one set is included.

**18. ENSUITE FIXTURES**

- a) Vanity basin/s to be Kado Arc drop-in vanity basin.
- b) Basin taps are to be Mizu Bliss basin mixer.
- c) Shower base is to be set down tiled 1500 x 900.
- d) Shower taps are to be Mizu Bliss shower mixer & Nickles shower rail.
- e) Shower Screen is to be aluminium frame with pivot door and clear glass.
- f) Toilet a Posh Dominique close coupled toilet suite.
- g) Toilet roll holder to be Mizu Drift roll holder.
- h) Mirrors to be polished edge 900 high x full length of vanity.
- i) Towel rail to be Mizu Drift 700mm in chrome.
- j) Soap holder to be Mizu chrome shower shelf to shower.

Purchaser's Initials

Builder's Initials

ITEM	DESCRIPTION	INITIAL ALTERATIONS
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- k) Tiles to shower enclosure walls to 2.0 m high, ensuite floor, skirting and vanity splashback to 200mm high x width of vanity.
- l) Tile purchase allowance is from the Express range of tiles
- m) Skirting is to be a split tile to 100mm high.
- n) Exhaust fan is to be 4/Heat/Light/Fan

## 19. WATER CLOSET

- a) Toilet to be Posh Dominique close coupled toilet suite.
- b) Toilet Roll Holder to be Mizu Drift roll holder.
- c) Tiles to floor and skirt tile only.
- d) Skirting is to be split tile to 100mm high.
- e) Tile purchase allowance is from the Express range of tiles.
- f) Exhaust Fan to be a LED Light/Fan.

## 20. LAUNDRY CABINETS

- a) Laundry cabinets are included as per the plan.
- b) Tops are to be Formica High Gloss.
- c) Door Style to be Formica Velour Finish.
- d) Handles "C" pull chrome from selected range.

## 21. LAUNDRY FIXTURES

- a) Laundry tub to be a 45 liter Posh Solus drop in trough.
- b) Laundry taps are to be Base sink mixer with Posh Bristol washing machine stop taps.
- c) Tiles to floor, skirting and splashback to 400mm high x width of cabinet.
- d) Skirting is to be split tile to 100mm high.
- e) Tile purchase allowance is from the Express range of tiles.

## 22. KITCHEN CABINETS

- a) Kitchen cabinets are included as per plan finished in Lamine Velour Finish.
- b) Kitchen overhead cupboards are included as per plan finished in Laminex Velour Finish.
- c) Kitchen tops are to be Laminex Matt.
- d) Kitchen door style is to be Laminex Velour Finish.
- e) Door hinges are to be soft close.
- f) Kitchen cupboard door handles "C" chrome pull from selected range.
- g) Kitchen one set of four drawers is included.
- h) Drawer closing is soft close to all kitchen drawers
- i) Pot drawers two sets of three drawers are included.
- j) Pantry shelves are to be 4 Adjustable shelves.
- k) Fridge overhead cupboard is included to width of fridge space.
- l) Oven tower is not included.

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 Purchaser's Initials

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 Builder's Initials

ITEM	DESCRIPTION	INITIAL ALTERATIONS
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- m) Under bench microwave shelf is included with one drawer.
- n) Kitchen splashbacks are to be tiled to 600mm high to width of bench top.

## 23. KITCHEN APPLIANCES

- a) Kitchen sink to be Blanco Dinas 1 & 3/4 bowl stainless steel 1050mm.
- b) Kitchen tap to be Posh Solus MK11 Mixer.
- c) Cooktop to be Westinghouse WHI954BA 90cm Induction Cooktop
- d) Oven to be Westinghouse WVE916SA 90cm Electric Oven
- e) Range hood to be Westinghouse WRI700GA 70cm Intergrated Range Hood.
- f) Microwave is not included.
- g) Dishwasher to be Westinghouse WSF6606X Freestander.

## 24. PLUMBING

- a) Hot and cold water piping to be Rehau pipes or P.B pipes.
- b) Exterior Garden Taps two brass tap are included, one front and one rear.
- c) Water heater is to be Rinnai Hotflo 250 liter hot water cylinder.
- d) Sewer/ Stormwater Connection is allowed to local authority connection points provided on block only.

## 25. ELECTRICAL

- a) Mains are allowed from lead-in conduit connected to power turret to switchboard only.
- b) Phone/ NBN conduit it is the Home Owners responsibility for installation of in-ground conduit and of connection to phone service provider.
- c) The number of power points allowed for is two double power point per bed/living rooms & three to kitchen, one each to ancillary rooms and passages, plus 15 additional.
- d) Number of Internal lights included is, one LED Surface fixture per room plus LED downlights as per electrical plan.
- e) External Lights included is one batten fixture to front porch, 4 LED downlight to alfresco and two external batten fixtures.
- f) Number of LED internal surface mount lights included is 5.
- g) LED Down lights, 19 are included.
- h) Security lighting is a 20w LED flood light connected to a sensor to front of garage.
- i) Smoke detectors allowed for as per plan.
- j) External weatherproof power outlets included is one.
- k) TV points included is four.
- l) Phone/Data points included is three.
- m) TV Antenna is to be a standard digital.
- n) Alarm system is not included.

ITEM	DESCRIPTION	INITIAL ALTERATIONS
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**26. HEATING/COOLING**

- a) Heating/Cooling is to be a Daikin 11kw Reverse Cycle Heatpump, with back to back installation.

**27. INSULATION**

- a) Wall Insulation is R-2.0.
- b) Ceiling Insulation is R-4.0.
- c) Garage Insulation is not included.

**28. PAINTING**

- a) Interior walls are to be painted with one colour through out in low sheen wall paint, three coat system.
- b) Ceilings are to be painted with flat white ceiling paint, three coat system.
- c) Interior trim is to be one colour through out, finished in acrylic semi gloss.
- d) Internal doors to be one colour through out, finished in acrylic semi gloss.
- e) External walls painting is not applicable.
- f) Exterior trim to be painted with acrylic exterior paint.
- g) Front door is to be painted with acrylic exterior paint, in a light colour.
- h) External Doors to be painted with acrylic exterior paint, in a light colour.

**29. FLOOR COVERINGS**

- a) Floor coverings are included.
- b) Carpet is included to all Bedrooms, WIR, Lounge, Family & Hallways.
- c) Carpet supply is from the Collard range of carpet.
- d) Tile purchase allowance is from the Select range of tiles.
- e) Timber overlay is to Kitchen, Pantry, Dining, Hallway and Entry.
- f) Timber overlay supply is from the Clix range of flooring.

**30. EXTERNAL CONCRETE**

- a) Porch Surface is to be troweled/stipple finished concrete.
- b) Alfresco Surface is to be troweled/stipple finished concrete with cut/jointed expansion joints if required.
- c) Driveway is to be broom/stipple finished concrete with cut/jointed expansion joints if required.
- d) Driveway Size is as per site plan.
- e) Paths to be Broom/stipple Finished Concrete.
- f) Path Area is as shown on the plan.

**31. NON STANDARD ITEMS**

- a) Window Coverings are included, using roller blinds and panel glides in vibrate fabric to all windows and sliding doors excluding wet areas.
- b) Letter Box is to be metal.
- c) Fencing is to be 1800 mm high Colourbond Fencing Panels to 3 sides

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Purchaser's Initials

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Builder's Initials

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**ITEM DESCRIPTION****INITIAL  
ALTERATIONS**

- d) Clothes Line is to be a Wall Mount dual fold.

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Purchaser's Initials

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Builder's Initials

ITEM	DESCRIPTION	INITIAL ALTERATIONS
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Signed by Builder : ..... Dated : ...../...../.....  
 ... ..

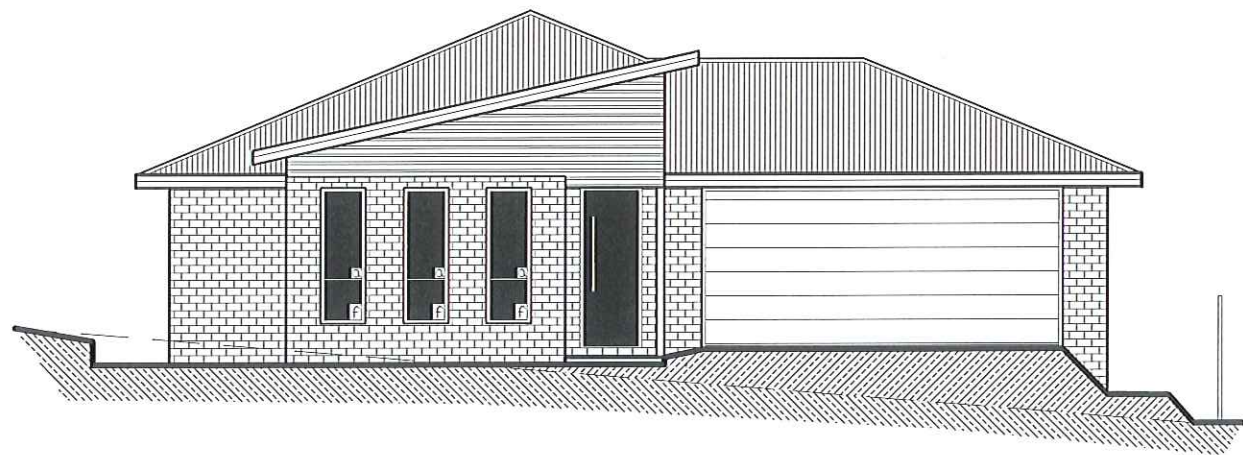
Signed by Purchaser : ..... Dated : ...../...../.....  
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\_\_\_\_\_  
 Purchaser's Initials

\_\_\_\_\_  
 Builder's Initials



G.J.Gardner.HOMES  
PROPOSED DWELLING  
FOR : G.J. GARDNER HOMES  
LOT : 3, No. 34  
HILLARY STREET  
ST. LEONARDS



sheet no.	01	of	17	cover sheet
	02	of	17	survey plan extract
	03	of	17	site plan
	04	of	17	plumbing plan
	05	of	17	floor plan
	06	of	17	elevations
	07	of	17	elevations
	08	of	17	setout plan
	09	of	17	reflecting ceiling plan
	10	of	17	insulation details / energy eff.
	11	of	17	roof plan
	12	of	17	window schedule
	13	of	17	section A - A
	14	of	17	section enlargement
	15	of	17	general notes
	16	of	17	wet area construction details
	17	of	17	wet area construction details

job no.	6451
attachements	soiltest
	wind class
	engineering design
	energy rating
	cert. title

corrosion enviroment	moderate
BAL rating	BAL low ( refer to report by UDS )
climate zone	7 ( to BCA )
cert. title	SP 166798/3
property ID	3417004
municipality	zone - general residential

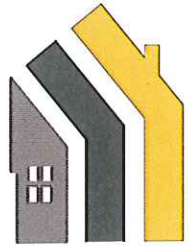
areas	land size	619m2
	floor area - dwelling	191.25m2
	floor area - porches / decks	13.47m2
	site cover	33.07 % (approx)

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HIA member



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06 MAR 2018



#### SURVEY EXTRACT

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IF ANY DOUBT - CONTACT A SUITABLY QUALIFIED LAND SURVEYOR.  
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DO NOT SETOUT FROM FENCES, DRIVEWAYS, ROADWAYS ETC.

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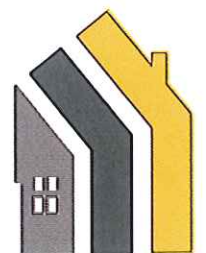
SURVEY EXTRACT

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amendment
1.
2.
3.
4.

PROPOSED DWELLING  
FOR : G.J. GARDNER HOMES  
LOT : 3, No. 34  
HILLARY STREET  
ST. LEONARDS

dwg no.	6451	version -	02
sheet:	02	of	17
date:	March 2018	print date	06 MAR 2019
scale	NTS		
bal	low	drawn:	JVZ



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ALL SITE DIMENSIONS ARE TO OUTSIDE  
CLADDING UNLESS OTHERWISE NOTED

CONFIRM ALL DIMENSIONS ON SITE  
PRIOR TO COMMENCEMENT OF WORKS

ALL SITE PREPARATION IS TO COMPLY  
WITH THE BCA

ENSURE FINISHED FLOOR LEVEL IS MIN  
150mm ABOVE FINISHED GROUND LEVEL  
ENSURE FINISHED FLOOR LEVEL OF A  
CONCRETE SLAB IS POSITIONED SO THAT  
THE ORG IS 150mm BELOW THE LOWEST  
PLUMBING FIXTURE AND ABOVE THE  
GROUND

THE BUILDER IS TO PROVIDE PROTECTION  
TO ADJOINING PROPERTIES AND  
BUILDINGS IN ACCORDANCE WITH  
THE BUILDING REGULATIONS

NOTE: ALL NEIGHBORING BUILDING LOCATIONS ARE APPROX ONLY; IF FURTHER INFORMATION IS REQUIRED CONSULT A LAND SURVEYOR.

THE LEVEL INFORMATION PROVIDED ON THESE PLANS IS LIMITED ONLY  
AND ONLY TO BE USED FOR THE PURPOSE INTENDED  
IF FURTHER INFORMATION IS REQUIRED CONSULT SURVEYOR

OUTDOOR CLOTHES DRYING AREA  
TO BE LOCATED ADJACENT AND  
ACCESSIBLE FROM LAUNDRY

ALL OTHER MATTERS NOT SPECIFICALLY MENTIONED ARE TO COMPLY WITH THE BCA - IF IN DOUBT ASK

CONCRETE OR PAVED PATH / DRIVEWAY  
TO ALL ACCESS DOORS TO DWELLING  
ALL DRIVEWAYS, PATIOS & PATHS ARE TO  
BE CONSTRUCTED TO DIRECT SAW AWAY  
FROM DWELLING @ 1:50 MINIMUM GRADE  
AND HAVE A MAX STEP HEIGHT OF 180mm

DO NOT SCALE: IF IN DOUBT ASK

GRATE DRAIN TO GARAGE DOOR OPENING  
TO DIRECT ALL STORMWATER AWAY FROM  
BUILDING OPENING. TO SAW SYSTEM

DRIVEWAY TO HAVE MAXIMUM 1:5 FALL  
THE DRIVEWAY / ACCESS IS TO BE CONSTRUCTED  
TO MEET THE REQUIREMENTS OF AS2890.1  
ENSURE ALL STORMWATER FROM THE DRIVEWAY IS  
DIRECTED TO EITHER THE STORMWATER SYSTEM OR  
ADJACENT GARDEN BEDS ( NOT NEIGHBOURING PROPERTY)

**DRAINAGE EASEMENT**  
NO WORKS INCLUDING EXCAVATION, FILLING OR BUILDINGS ARE TO BE CARRIED OUT / CONSTRUCTED WITHIN THE DRAINAGE EASEMENT WITHOUT PERMISSION OF THE COUNCIL OR TASWATER  
ADJACENT GARDEN BEDS ( NOT NEIGHBOURING PROPERTY) THE BUILDER IS TO IDENTIFY ALL SERVICE LOCATIONS AND PROTECT. PRIOR TO COMMENCEMENT OF WORKS

UNPROTECTED EMBANKMENTS  
TO COMPLY WITH PART 3.1  
OF BCA VOL. 2  
BATTER BACK  
LESS THAN 45 deg

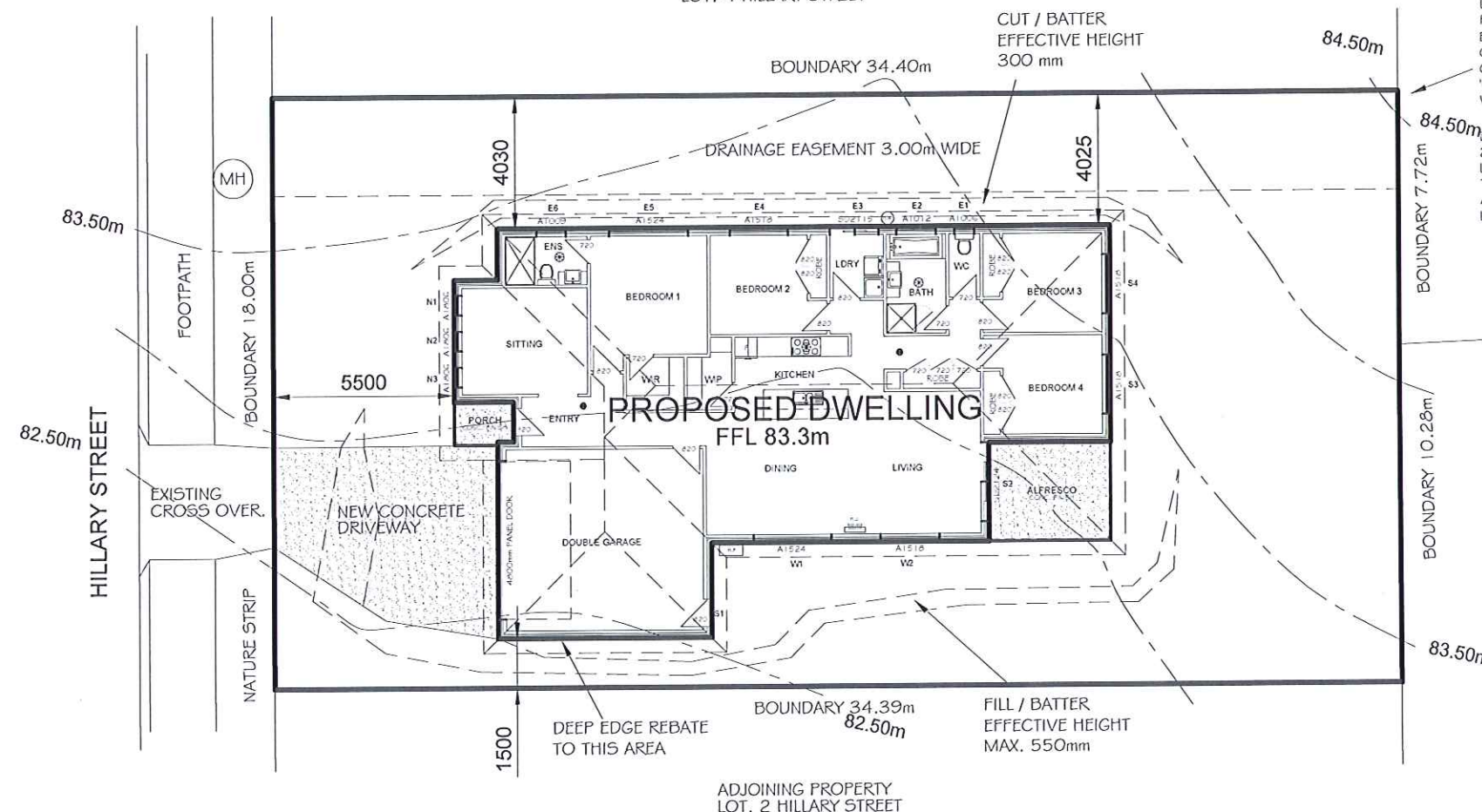
DIRECT ALL STORMWATER  
RUN-OFF AWAY FROM FOOTINGS  
VIA SPOON DRAIN

ADJOINING PROPERTY  
LOT. 4 HILLARY STREET

CUT / BATTER  
EFFECTIVE HEIGHT

SEDIMENT CONTROL  
BARRIER, SEDIMENT  
BUILT UP TO BE  
REMOVED FROM  
LOCATION PRIOR TO  
FINAL LANDSCAPING  
EROSION AND SEDIMENT  
CONTROL TO BE IN LINE WITH  
GENERAL REQUIREMENTS OF  
'GUIDELINES FOR SOIL AND  
WATER' MANAGEMENTS 1999

0m BUILDER TO ENSURE  
2m CLEAR ZONE OF  
LOWEST BOUNDARY  
TO ENSURE LEVELS  
ALONG BOUNDARY  
LINES ARE RETAINED



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BUILDER RESPONSIBLE FOR LOCATION OF EXISTING IN GROUND SERVICES ON SITE.  
COMPLETE A DIAL BEFORE YOU DIG PRIOR TO COMMENCING ON SITE.

CONTOURS ARE INDICATIVE ONLY, GENERATED FROM LEVELS SPECIFICALLY TAKEN FOR THE PROPOSED BUILDING IN ITS PROPOSED LOCATION. THE CONTOURS DO NOT ALLOW FOR LOCAL UNDULATIONS. IF FOR ANY REASON THE DWELLING DOES NOT SUIT THE LEVEL INFORMATION SHOWN, THE PROJECT MANAGER IS TO NOTIFY THE DESIGNER AND BUILDING SURVEYOR AT THE TIME THIS IS DETERMINED.

THE LOCATIONS OF SERVICES INDICATED ON THIS DRAWING ARE  
INDICATIVE ONLY AND ALL SERVICE LOCATIONS SHOULD BE  
CONFIRMED PRIOR TO STARTING ON SITE.

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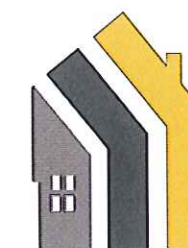
amendment
1 DEEP EDGE REBATE 15/3/2018
2
3
4

PROPOSED DWELLING  
FOR : G.J. GARDNER HOMES  
LOT : 3, No. 34  
HILLARY STREET  
ST. LEONARDS

## SITE PLAN

SCALE: 1:200

dwg no. 6451			version - 02	
sheet:	03	of	17	print date  06 MAR
date:		March 2018		
scale		1:200		
bal low			drawn: JVA	



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#### COLD WATER

FROM METER TO HOUSE USE  
25mm CLASS 'B' POLYETHYLENE.  
INSIDE HOUSE USE 20mm CLASS 'B' REHAU OR PB  
WITH 12mm CLASS 'B' REHAU OR PB BRANCH LINES.

AT THE PROPERTY BOUNDARY AN APPROVED  
BACKFLOW PROTECTION VALVE IS TO BE FITTED  
BEFORE EXTENDING THE DOMESTIC SUPPLY TO  
THE DWELLING.

#### HOT WATER

FROM HEATER USE 20mm REHAU CLASS 'B'  
WITH 15mm REHAU BRANCH LINES TO FIXTURES.  
INSTALL RMC OR EQUAL TEMPERING  
VALVE SET TO 50°C.

#### LEGEND OF DIAMETERS

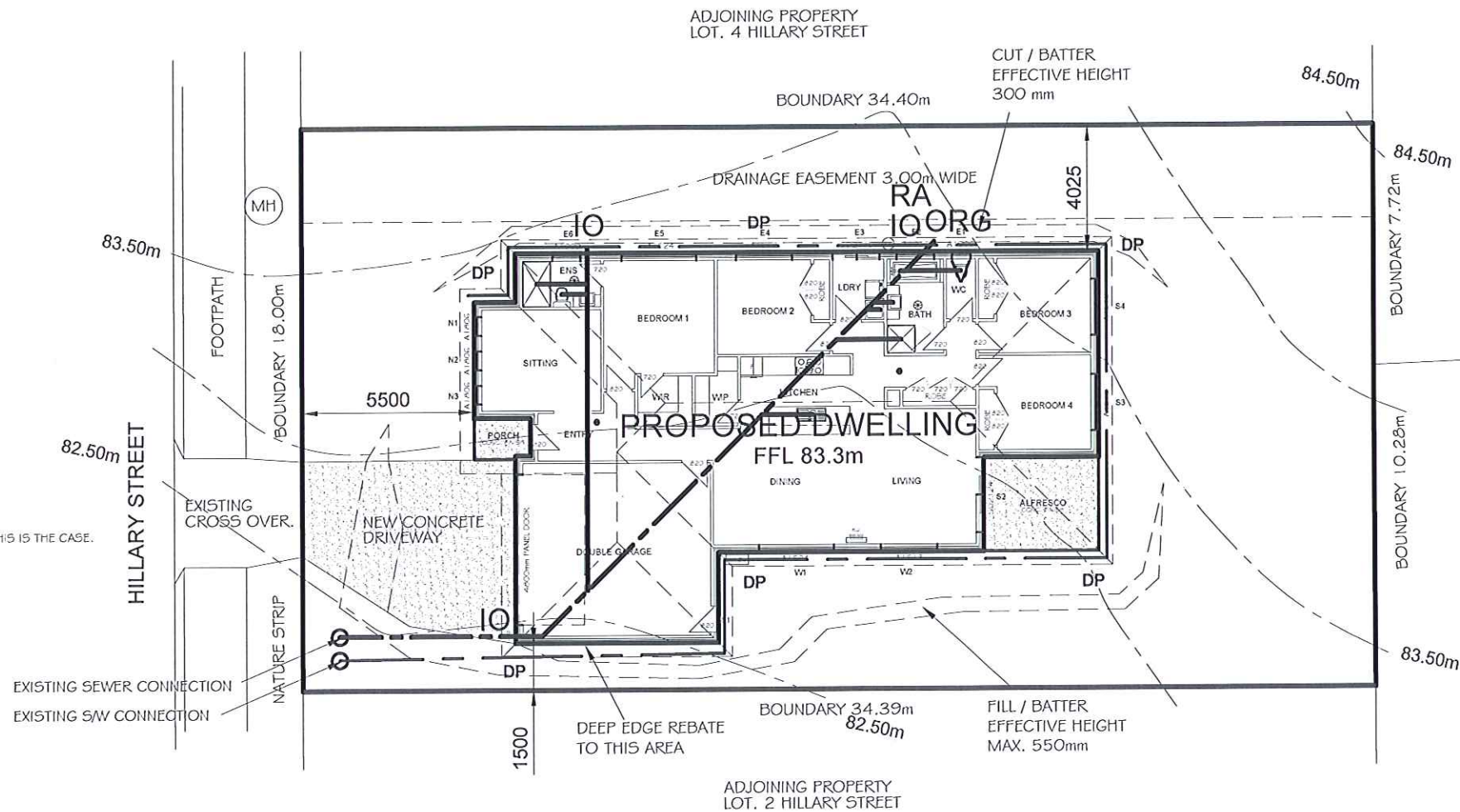
TROUGH = 50mm  
SINK = 50mm  
BATH = 40mm  
BASIN = 40mm  
SHOWER = 50mm  
WC = 100mm  
SEWER = 100mm  
STORMWATER = 90mm Ø uPVC  
DOWN PIPE = 90mm PVC TYP

DIRECT SEWER & STORMWATER RUN-OFF  
TO COUNCIL HOUSE CONNECTION POINTS  
TO COUNCIL REQUIREMENTS & AS3500

PLUMBING PLAN MAY VARY. PLUMBER TO PROVIDE NEW DETAILS IF THIS IS THE CASE.

ENSURE FINISHED FLOOR LEVEL OF CONCRETE SLAB IS  
POSITIONED SO THAT THE ORG IS 150mm BELOW THE  
LOWEST PLUMBING FIXTURE AND 75mm ABOVE THE GROUND

DRAINAGE EASEMENT  
NO WORKS INCLUDING EXCAVATION, FILLING OR BUILDINGS  
ARE TO BE CARRIED OUT / CONSTRUCTED WITHIN THE  
DRAINAGE EASEMENT WITHOUT PERMISSION OF  
THE COUNCIL OR TASWATER.  
ADJACENT GARDEN BEDS ( NOT NEIGHBOURING PROPERTY)  
THE BUILDER IS TO IDENTIFY ALL SERVICE LOCATIONS  
AND PROTECT, PRIOR TO COMMENCEMENT OF WORKS



LOCATE ALL EXISTING SERVICES  
PRIOR TO COMMENCEMENT OF SITE WORKS

LOCATION OF DRAINAGE CONNECTION POINTS APPROXIMATE ONLY.  
ALL SERVICE LOCATIONS, WITH CONSIDERATION TO GRADIENT / FALL,  
SHOULD BE CONFIRMED BEFORE COMMENCING ON SITE.

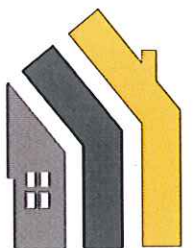
DRIVEWAY TO HAVE MAXIMUM 1:5 FALL  
THE DRIVEWAY / ACCESS IS TO BE CONSTRUCTED  
TO MEET THE REQUIREMENTS OF AS2890.1  
ENSURE ALL STORMWATER FROM THE DRIVEWAY IS  
DIRECTED TO EITHER THE STORMWATER SYSTEM OR  
ADJACENT GARDEN BEDS ( NOT NEIGHBOURING PROPERTY)

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## PLUMBING PLAN

SCALE: 1:200

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	1 DEEP EDGE REBATE 15/3/2018		sheet:	04	of	17
	2		date:	March 2018	print date	
	3		scale	1:200	06 MAR 2018	
	4		bal	low	drawn: JVZ	



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## NOTES

ALL SITE DIMENSIONS ARE TO  
OUTSIDE CLADDING UNLESS NOTED

DO NOT SCALE; IF IN DOUBT ASK

ENSURE FINISHED FLOOR LEVEL IS  
MINIMUM 150mm ABOVE FINISHED  
GROUND LEVEL

CONFIRM ALL DIMENSIONS ON SITE  
PRIOR TO COMMENCEMENT OF  
WORKS. THE BUILDER IS TO PROVIDE  
PROTECTION TO ADJOINING  
PROPERTIES AND BUILDINGS IN  
ACCORDANCE WITH THE BUILDING  
REGULATIONS

THE DOOR OF A FULLY ENCLOSED  
SANITARY COMPARTMENT MUST OPEN  
OUTWARDS, SLIDE OR BE READILY  
REMOVABLE FROM THE OUTSIDE OF  
THE COMPARTMENT UNLESS THERE IS  
A CLEAR SPACE OF AT LEAST 1200mm  
BETWEEN THE CLOSET PAN WITHIN  
THE SANITARY COMPARTMENT AND  
NEAREST PART OF THE DOORWAY

ALL OTHER MATTERS NOT  
SPECIFICALLY MENTIONED  
ARE TO COMPLY WITH THE BCA  
- IF IN DOUBT ASK

LOCATION OF HARD-WIRED SMOKE ALARMS.  
SUPPLY AND FIT WHERE INDICATED ON PLAN.  
TO BCA 3.7.2 REQUIREMENTS.  
SMOKE ALARMS MUST BE INTERCONNECTED  
WHERE THERE IS MORE THAN ONE ALARM.

CONCRETE OR PAVED PATH / DRIVEWAY  
TO ALL ACCESS DOORS TO DWELLING  
ALL DRIVEWAYS, PATIOS & PATHS ARE TO  
BE CONSTRUCTED TO DIRECT S/W AWAY  
FROM DWELLING @ 1:50 MINIMUM GRADE  
AND HAVE A MAX STEP HEIGHT OF 180mm

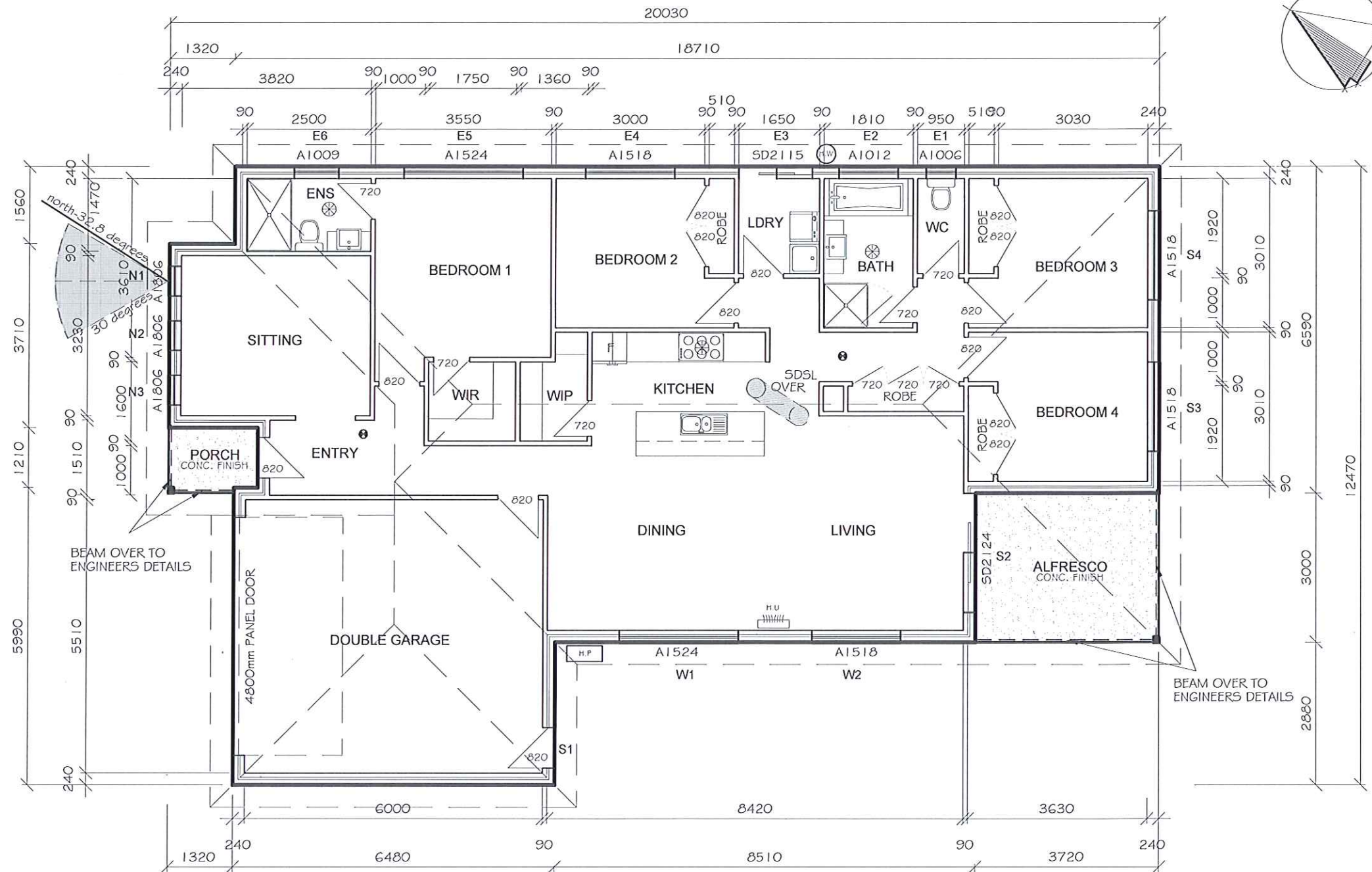
EXHAUST FAN DUCTED TO BUILDING EXTERIOR.  
FAN MUST BE FITTED WITH A SELF CLOSING  
DAMPER. WHERE THE FAN IS THE ONLY SOURCE  
OF VENTILATION IN A ROOM, HARDWIRE TO  
LIGHT SWITCH, AND TRIM 15mm NOM. OFF  
BOTTOM OF DOOR.

HOT WATER CYLINDER

REVERSE CYCLE HEAT PUMP INDOOR UNIT

REVERSE CYCLE HEAT PUMP OUTDOOR UNIT

SOLAR DOME SKYLIGHT  
DOME ON NORTH FACE OF ROOF  
TUBE TO BE INSTALLED WITHIN 30DEGREES OF NORTH  
TO MEET LCC 10.4.4 A1.



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FLOOR AREA 191.25m<sup>2</sup> (25.90sq)

**FLOOR PLAN**

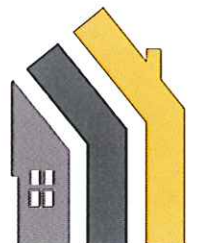
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amendment	
1	SKYLIGHT
2	
3	
4	

PROPOSED DWELLING  
FOR : G.J. GARDNER HOMES  
LOT : 3, No. 34  
HILLARY STREET  
ST. LEONARDS

dwg no.	6451	version	02
sheet:	05	of	17
date:	March 2018	print date	06 MAR 2018
scale	1:100		
bal	low	drawn:	JVZ

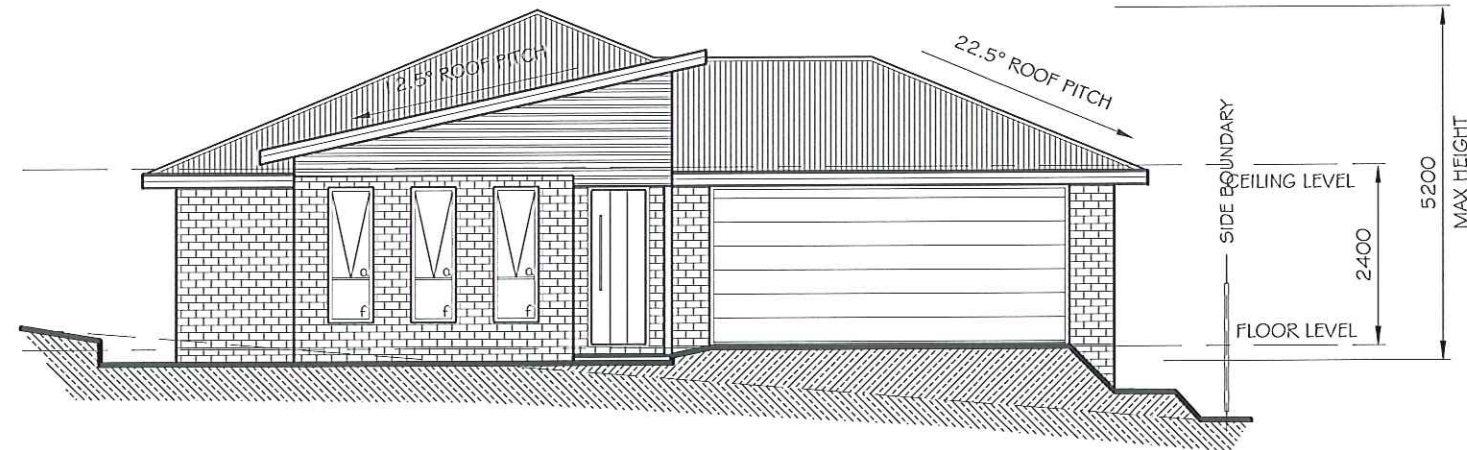


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www.urbantas.com.au



# CBRF

ROOF FRAMING (GREATER THAN 5 DEGREES)  
CUSTOM ORB OR SIMILAR APPROVED SHEET ROOFING  
COLORBOND COLOUR TO SELECTION, OVER ROOF  
BATTENS (TO AS 1684.2) AND APPROVED  
ROOF TRUSSES INSTALLED STRICTLY IN ACCORDANCE  
WITH MANUFACTURERS RECOMMENDATIONS.  
ALL FIXING DETAILS TO BE ADHERED TO.  
SISILATE ROOF PRIOR TO SHEETING  
ALL TRUSS LOADS ARE TO BE DISTRIBUTED TO  
PERIMETER WALLS ONLY - UNLESS OTHERWISE SPECIFIED  
REFER TO ENGINEERS DETAILS FOR ALL LINTEL SIZES



# EAV

450mm EAVE OVERHANG ALL ROUND  
FRAME FOR LEVEL EAVE AND LINE WITH FLEXBOARD  
SHEETING AND JOINING STRIP SYSTEM  
PAINTED FINISH

# FSC

COLORBOND PRE-COATED FOLDED METAL GUTTER  
AND FASCIA TRIM SYSTEM

## NORTH ELEVATION

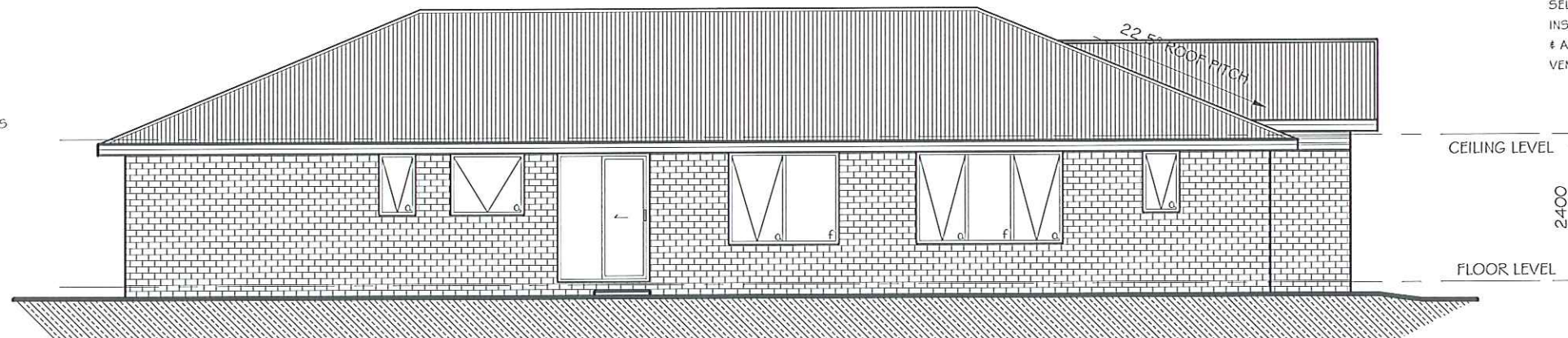
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# WDS

WINDOWS & DOORS  
SELECTED ALUMINIUM FRAMED WINDOWS & DOORS  
SLIDING OR AWNING STYLE (CONFIRM WITH OWNER)  
SELECTED MDF REVEALS & TRIMS  
INSTALL TO MANUFACTURERS SPECIFICATIONS  
& AS2047. GLAZING TO BCA PART 3.6 & AS1288.  
VENTILATION TO BCA 3.8.5

# ACB

SELECTED AUSTRAL FIRED CLAY FACE BRICKS  
RAKED JOINTS, STRECHER BOND  
ARTICULATION JOINTS AS SHOWN ON  
ENGINEERS DRAWINGS  
OR AUSTRAL RENDER BLOCK  
WITH SELECTED APPLIED COATING  
(OWNER TO CONFIRM)  
STEEL LINTELS TO ENGINEERS DETAILS



## EAST ELEVATION

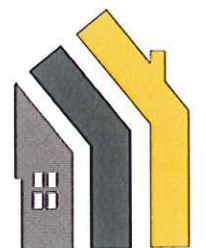
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NGL ——— NATURAL GROUND LEVEL  
FGL ——— FINISHED GROUND LEVEL

## ELEVATIONS

SCALE: 1:100



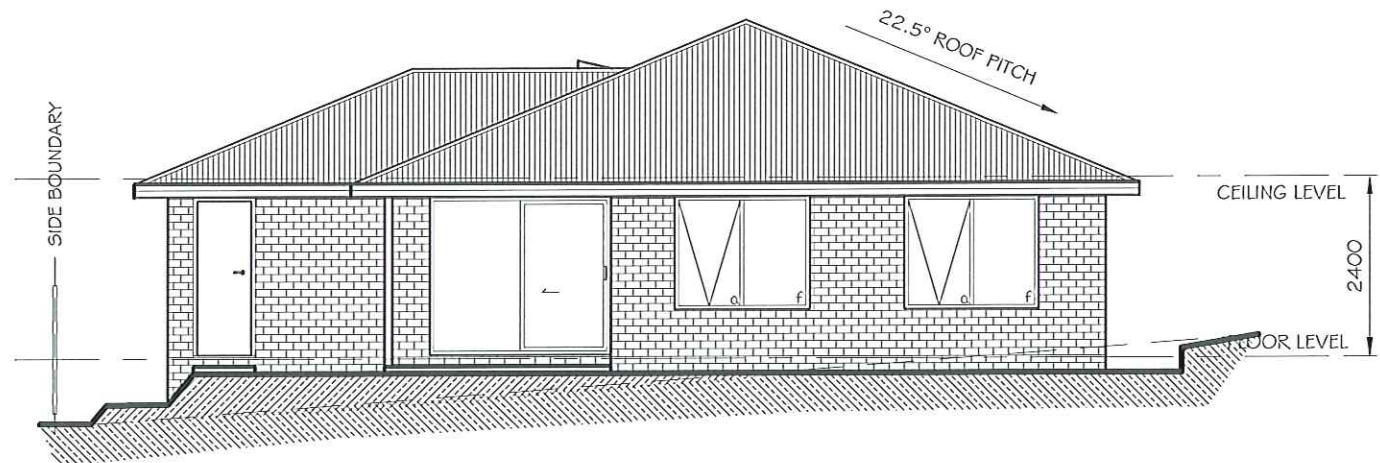
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	1		sheet:	06	of	17
	2		date:	March 2018	print date	
	3		scale	1:100	06 MAR 2018	
	4		bal	low	drawn: JVZ	



CBRF

ROOF FRAMING (GREATER THAN 5 DEGREES)  
CUSTOM ORB OR SIMILAR APPROVED SHEET ROOFING  
COLORBOND COLOUR TO SELECTION, OVER ROOF  
BATTENS (TO AS1684.2) AND APPROVED  
ROOF TRUSSES INSTALLED STRICTLY IN ACCORDANCE  
WITH MANUFACTURERS RECOMMENDATIONS.  
ALL FIXING DETAILS TO BE ADHERED TO.  
SISILATE ROOF PRIOR TO SHEETING  
ALL TRUSS LOADS ARE TO BE DISTRIBUTED TO  
PERIMETER WALLS ONLY - UNLESS OTHERWISE SPECIFIED  
REFER TO ENGINEERS DETAILS FOR ALL UNTEL SIZES



EAV

450mm EAVE OVERHANG ALL ROUND  
FRAME FOR LEVEL EAVE AND LINE WITH FLEXBOARD  
SHEETING AND JOINING STRIP SYSTEM  
PAINTED FINISH

FSC

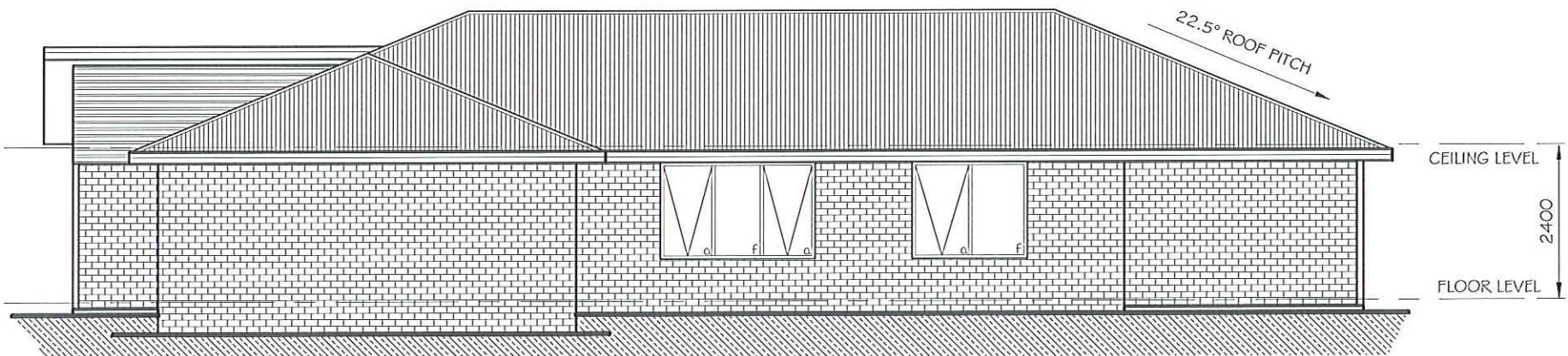
COLORBOND PRE-COATED FOLDED METAL GUTTER  
AND FASCIA TRIM SYSTEM

## SOUTH ELEVATION

SCALE: 1:100

ACB

SELECTED AUSTRAL FIRED CLAY FACE BRICKS  
RAKED JOINTS, STRECHER BOND  
ARTICULATION JOINTS AS SHOWN ON  
ENGINEERS DRAWINGS  
OR AUSTRAL RENDER BLOCK  
WITH SELECTED APPLIED COATING  
(OWNER TO CONFIRM)  
STEEL UNTELS TO ENGINEERS DETAILS



WDS

WINDOWS & DOORS  
SELECTED ALUMINIUM FRAMED WINDOWS & DOORS  
SLIDING OR AWNING STYLE (CONFIRM WITH OWNER)  
SELECTED MDF REVEALS & TRIMS  
INSTALL TO MANUFACTURERS SPECIFICATIONS  
& AS2047, GLAZING TO BCA PART 3.6 & AS1288.  
VENTILATION TO BCA 3.8.5

## WEST ELEVATION

SCALE: 1:100

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NGL ——— NATURAL GROUND LEVEL  
FGL ——— FINISHED GROUND LEVEL

## ELEVATIONS

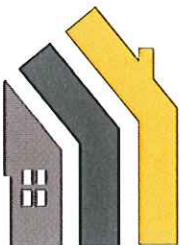
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amendment  
1  
2  
3  
4

PROPOSED DWELLING  
FOR : G.J. GARDNER HOMES  
LOT : 3, No. 34  
HILLARY STREET  
ST. LEONARDS

dwg no.	6451	version	02
sheet	07	of	17
date	March 2018	print date	06 MAR 2018
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NOTES

ALL SITE DIMENSIONS ARE TO  
OUTSIDE CLADDING UNLESS NOTED

DO NOT SCALE; IF IN DOUBT ASK

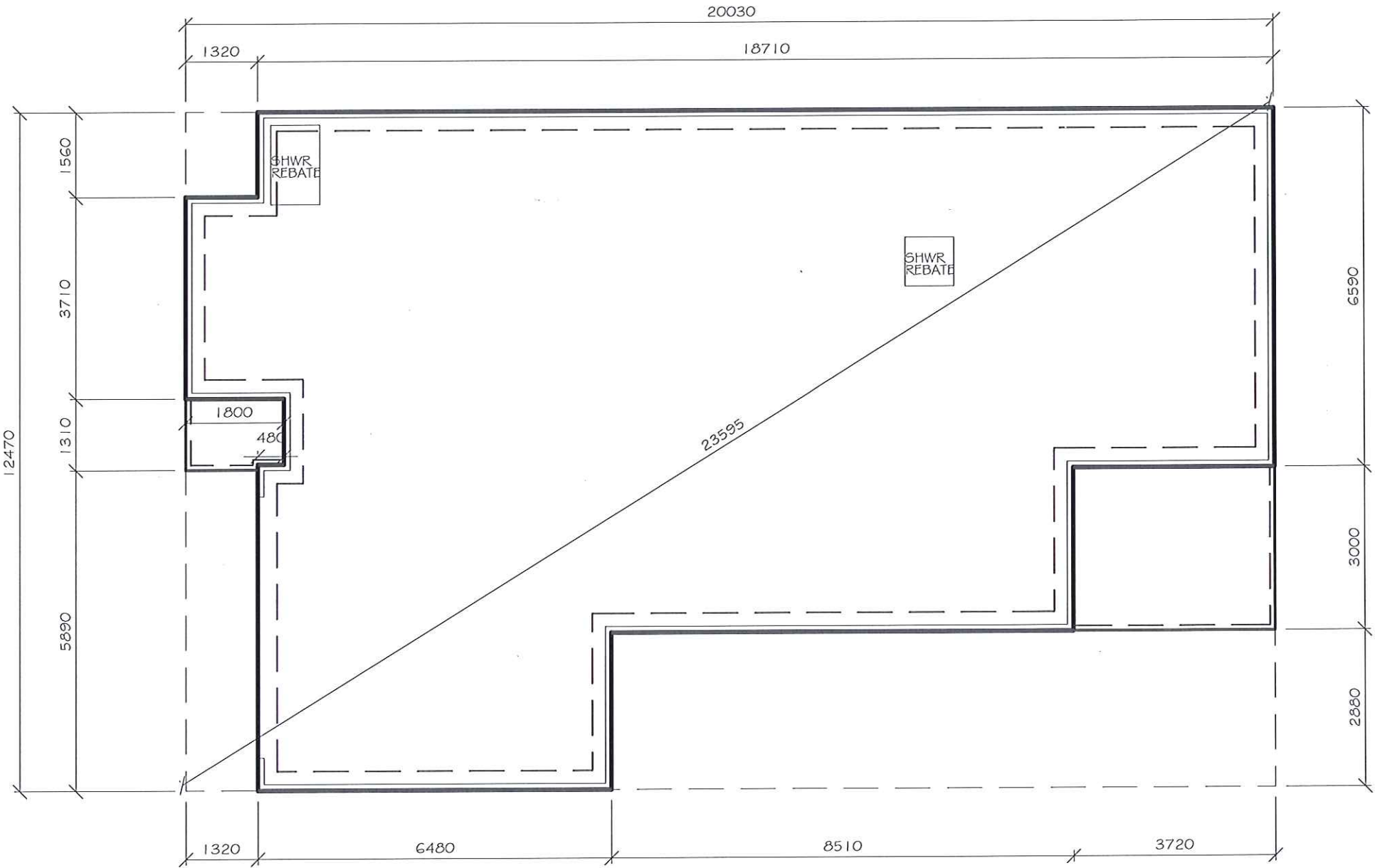
ENSURE FINISHED FLOOR LEVEL IS  
MINIMUM 150mm ABOVE FINISHED  
GROUND LEVEL

CONFIRM ALL DIMENSIONS ON SITE  
PRIOR TO COMMENCEMENT OF  
WORKS. THE BUILDER IS TO PROVIDE  
PROTECTION TO ADJOINING  
PROPERTIES AND BUILDINGS IN  
ACCORDANCE WITH THE BUILDING  
REGULATIONS

ALL SITE PREPARATION IS TO COMPLY  
WITH THE BCA  
ENSURE FINISHED FLOOR LEVEL OF  
A CONCRETE SLAB IS POSITIONED  
SO THAT THE ORG IS 150mm  
BELOW THE LOWEST PLUMBING  
FIXTURE AND ABOVE THE GROUND

THE BUILDING MATERIALS SELECTED  
FOR USE IN THIS PROJECT NEED TO  
MEET THE RELEVANT CORROSION  
RESISTANT REQUIREMENTS FOR THE  
SURROUNDING ENVIRONMENT AND  
COMPATIBILITY OF MATERIALS

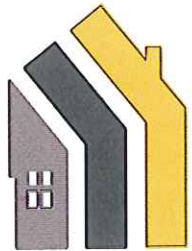
ALL OTHER MATTERS NOT  
SPECIFICALLY MENTIONED  
ARE TO COMPLY WITH THE BCA  
- IF IN DOUBT ASK



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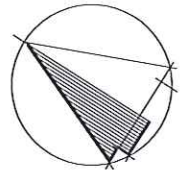
SETOUT PLAN  
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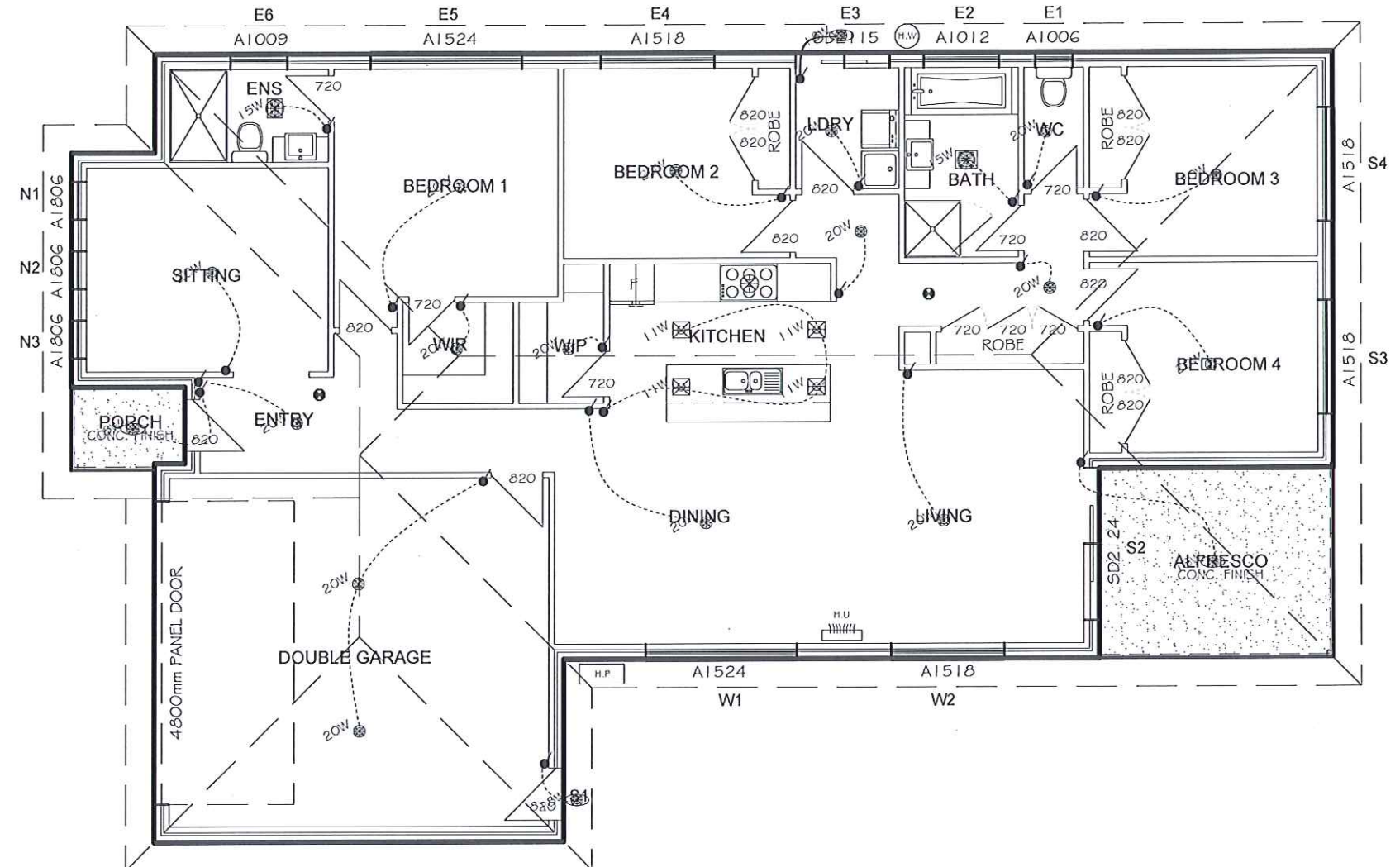
- 15W COMBINATION BATHROOM UNIT. 2No. HEAT LAMP, EXTRACTION FAN & LIGHT.  
2 X 275W HEAT LAMP + 1 X 15W CFL GLOBE
- 15W COMBINATION BATHROOM UNIT. 4No. HEAT LAMP, EXTRACTION FAN & LIGHT.  
4 X 275W HEAT LAMP + 1 X 15W CFL GLOBE
- 11W LED DOWN LIGHT - NO INSULATION OVER.  
11W PER UNIT.
- 20W BATTEN OR SURFACE MOUNT FIXED LIGHT.  
20W CFL GLOBE PER UNIT.
- 18W EXTERNAL BATTEN OR SURFACE MOUNT FIXED LIGHT FITTING WITH  
18W CFL GLOBE PER UNIT. GLOBE TO PROVIDE NOT LESS THAN 40 LUMENS / W
- 36W SINGLE TUBE FLUO FITTING
- LIGHT SWITCH
- LIGHT SWITCH WITH DIMMER

**LIGHTING / ELECTRICAL**  
ACTUAL LOCATIONS OF LIGHT FITTINGS, PENETRATIONS etc, MAY VARY FENDING  
FRAME LOCATIONS etc. IF THE MAXIMUM WATTAGE OF FITTINGS SHOWN ON THIS  
PLAN INCREASES, CONTACT DESIGNER & BUILDING SURVEYOR  
THE ELECTRICAL CONTRACTOR MUST INSTALL ALL CIRCUITS AND WIRING TO AS/NZS 3000,  
AS/NZS 3008.1.1, AS/NZS 3017, AND ELECTRICAL STANDARDS / REGULATIONS.  
ALL POWER OUTLETS, AND LOCATIONS ARE TO BE AGREE PRIOR TO COMMENCEMENT OF WORKS  
WHERE ELECTRICAL WORKS REQUIRES PENETRATIONS TO EXTERIOR OF BUILDING,  
CONFIRM WITH BUILDER WHAT (IF ANY) BUSHFIRE PROTECTION MEASURES ARE REQUIRED.

ARTIFICIAL LIGHTING TO BCA 3.12.5.5						
3.12.5.5 (a) (i) - HABITABLE AREA OF DWELLING ( class 1 building )						
NUMBER OF LIGHT FITTINGS TO HABITABLE ROOMS						
11W 	18W 	20W 	15W 	15W 	36W 	
4	0	14	1	1	0	20 No.
TOTAL No. OF WATTS OF LIGHT FITTINGS TO HABITABLE ROOMS						354 WATTS
SQUARE METRES OF FLOOR SPACE OF HABITABLE ROOMS						153.74 m2
CALCULATION OF WATTS PER SQUARE METRE TOTAL (5Wm2 max)						2.30 W / m2
MAXIMUM TOTAL ALLOWABLE NUMBER OF WATTS TO HABITABLE ROOMS						769 WATTS
PERCENTAGE OF ALLOWABLE WATTS ALLOCATED FOR HABITABLE AREAS						46 %

3.12.5.5 (a) (ii) - VERANDAH / BALCONY etc. ( attached to class 1 building )						
NUMBER OF LIGHT FITTINGS TO VERANDAH / BALCONY etc						I No.
11W 	18W 	20W 	15W 	15W 	36W 	
0	1	0	0	0	0	
TOTAL No. OF WATTS OF LIGHT FITTINGS TO VERANDAH / BALCONY etc						18 WATTS
SQUARE METRES OF FLOOR SPACE OF VERANDAH / BALCONY etc						11.16 m <sup>2</sup>
CALCULATION OF WATTS PER SQUARE METRE TOTAL (4W/m <sup>2</sup> max)						1.61 W / m <sup>2</sup>
MAXIMUM TOTAL ALLOWABLE NUMBER OF WATTS TO VERANDAH / BALCONY etc						45 WATTS
PERCENTAGE OF ALLOWABLE WATTS ALLOCATED FOR VERANDAH / BALCONY etc						40 %

3.12.5.5 (a) (iii) - GARAGE ( attached to class 1 building )						
NUMBER OF LIGHT FITTINGS TO GARAGE						
11W 	18W 	20W 	15W 	15W 	36W 	
0	0	2	0	0	0	
TOTAL No. OF WATTS OF LIGHT FITTINGS TO GARAGE						40 WATTS
SQUARE METRES OF FLOOR SPACE OF GARAGE						36.63 m <sup>2</sup>
CALCULATION OF WATTS PER SQUARE METRE TOTAL (3Wm <sup>2</sup> max)						1.09 W / m <sup>2</sup>
MAXIMUM TOTAL ALLOWABLE NUMBER OF WATTS TO GARAGE						110 WATTS
PERCENTAGE OF ALLOWABLE WATTS ALLOCATED FOR GARAGE						36 %



GENERALLY ALL ELECTRICAL INSTALLATION WORK SHALL BE CARRIED  
OUT BY A LICENSED ELECTRICAL CONTRACTOR. THIS WORK AND ALL  
MATERIALS TO BE USED IN CONNECTION WITH THE WORK SHALL  
STRICTLY COMPLY WITH THE RELEVANT REGULATIONS, BYLAWS OR  
CODES ADMINISTERED OR REQUIRED BY THE ELECTRICITY SUPPLY  
AUTHORITY. THE ELECTRICAL CONTRACTOR MUST BE REQUIRED TO  
GIVE ALL NOTICES IN RESPECT OF THE WORK AND OBTAIN ALL  
NECESSARY APPROVALS AND CONSENTS. THE ELECTRICAL  
CONTRACTOR MUST BE REQUIRED TO STRICTLY COMPLY WITH ALL  
SAFETY STANDARDS, REGULATIONS AND REQUIREMENTS AND TO  
MAKE GOOD ANY DAMAGE TO MAINS AND EQUIPMENT UNDER THE  
CONTROL OF THE ELECTRICITY SUPPLY AUTHORITY. THE ELECTRICAL  
CONTRACTOR MUST GIVE ALL NOTICES REQUIRED  
IN CONNECTION WITH THE WORK AND TO ARRANGE FOR THE  
INSPECTION AND APPROVAL OF THE WORK AS REQUIRED BY THE  
ELECTRICITY SUPPLY AUTHORITY. THE BUILDER WILL ADVISE THE  
OWNER WHEN THE OWNER'S APPLICATION AS THE RELEVANT  
CONSUMER MAY BE FORWARDED TO THE ELECTRICITY SUPPLY  
AUTHORITY. THE OWNER WILL BE RESPONSIBLE FOR SENDING A  
CONSUMER APPLICATION FORM TO THE ELECTRICITY SUPPLY  
AUTHORITY.

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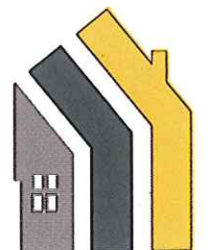
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**REFLECTED CEILING PLAN**

SCALE: 1:100

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	2.		date: March 2018	06 MAR 2018
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**BUILDING SEALING - BCA PART 3.12.3**

**GENERAL NOTES**

ENSURE ALL ROOF LIGHTS, WINDOWS & DOORS SERVING HABITABLE ROOMS ARE WEATHER STRIPPED AND SEALED TO BCA REQUIREMENTS  
MECHANICAL VENTILATION IS TO BE PROVIDED AND INSTALLED IN ACCORDANCE WITH THE BCA AND MUST BE EXHAUSTED BY WAY OF DUCTS TO THE EXTERIOR OF THE BUILDING IF IT IS THE ONLY SOURCE OF VENTILATION PROVIDED

CHIMNEYS AND FLUES MUST HAVE A DAMPER OR FLUE THAT CAN BE CLOSED TO SEAL THE CHIMNEY OR FLUE

ALL EXTERNAL WINDOWS AND DOORS ARE TO BE FITTED WITH A SEAL TO EACH EDGE WHEN SERVING A CONDITIONED SPACE

WHERE ALTERNATE CLADDINGS (THAT MEET THE PERFORMANCE PROVISIONS OF THE BCA) ARE SPECIFIED, REFER TO MANUFACTURERS SPECIFICATIONS FOR INSTALLATION

ROOFS, EXTERNAL WALLS & FLOORS, WINDOW FRAMES AND LIKE MUST BE CONSTRUCTED TO MINIMISE AIR LEAKAGE  
INTERNAL LINING SYSTEMS MUST BE CLOSE FITTING AT ALL JUNCTIONS OR SEALED BY CAULKING, SKIRTINGS, ARCHES, CORNICES OR THE LIKE - REFER TO BCA 3.12.3.5

**BUILDING FABRIC - BCA PART 3.12.1**  
**GENERAL NOTES**

WHERE REQUIRED, INSULATION MUST COMPLY WITH THE REQUIREMENTS OF AS/NZS4859.1

INSULATION MUST ABUT OR OVERLAP ADJOINING INSULATION OR COLUMNS, STUDS, NOGGINS (ETC) TO FORM A CONTINUOUS BARRIER WITH CEILINGS, WALLS, BULKHEADS, FLOORS OR THE LIKE THAT INHERENTLY CONTRIBUTE TO THE THERMAL BARRIER  
INSULATION MUST RETAIN ITS POSITION AND THICKNESS WHERE IT CROSSES ROOF BATTENS, WATER PIPES, CABLES ETC.

INSULATION MUST NOT AFFECT THE SAFE OR EFFECTIVE OPERATION OF A DOMESTIC SERVICE FITTING

REFLECTIVE INSULATION MUST BE FIXED TO ALL WALLS AND ROOFS  
REFLECTIVE INSULATION MUST BE INSTALLED CLOSELY FITTED AGAINST ANY PENETRATION, DOOR, WINDOW OR OPENING.  
REFLECTIVE INSULATION MUST ALSO BE LAPPED NOT LESS THAN 150mm OR TAPED TOGETHER AT LAPS

CONSIDERATION MUST BE GIVEN TO THE TYPE OF INSULATION INSTALLED IN EACH LOCATION. FACTORS SUCH AS ADJOINING BUILDING MATERIALS, SOUTH FACING ROOFS / WALLS, LIMITED ROOF / WALL SPACE AND CONDENSATION MUST BE CONSIDERED

WHERE ALTERNATE CLADDINGS (THAT MEET THE PERFORMANCE PROVISIONS OF THE BCA) ARE SPECIFIED, REFER TO MANUFACTURERS SPECIFICATIONS FOR INSTALLATION

**LEGEND**

⊗ BATTEN FIX LIGHTING / EXTERNAL FIX LIGHTING

⊗ DOWN LIGHT - NO INSULATION OVER

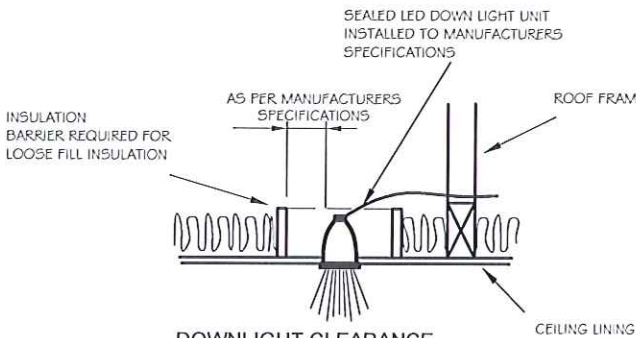
WALLS TO BE INSULATED WITH R2  
REFER TO REPORT BY OTHERS

AREA OF ROOF SPACE TO BE INSULATED WITH R4.  
REFER TO ENERGY RATING REPORT BY OTHERS FOR INSULATION SPECIFICATIONS

EXHAUST FAN OR SIMILAR.  
EXHAUST FANS MUST BE FITTED WITH A SEALING DEVICE / SELF CLOSING DAMPER.  
DUCT EXHAUST FAN TO EXTERIOR OF BUILDING (TO B.C.A 3.12.3.4)

LOCATION OF HARD-WIRED SMOKE DETECTORS - LOCATED NEAR ALL SLEEPING AREAS AND ON EACH STOREY

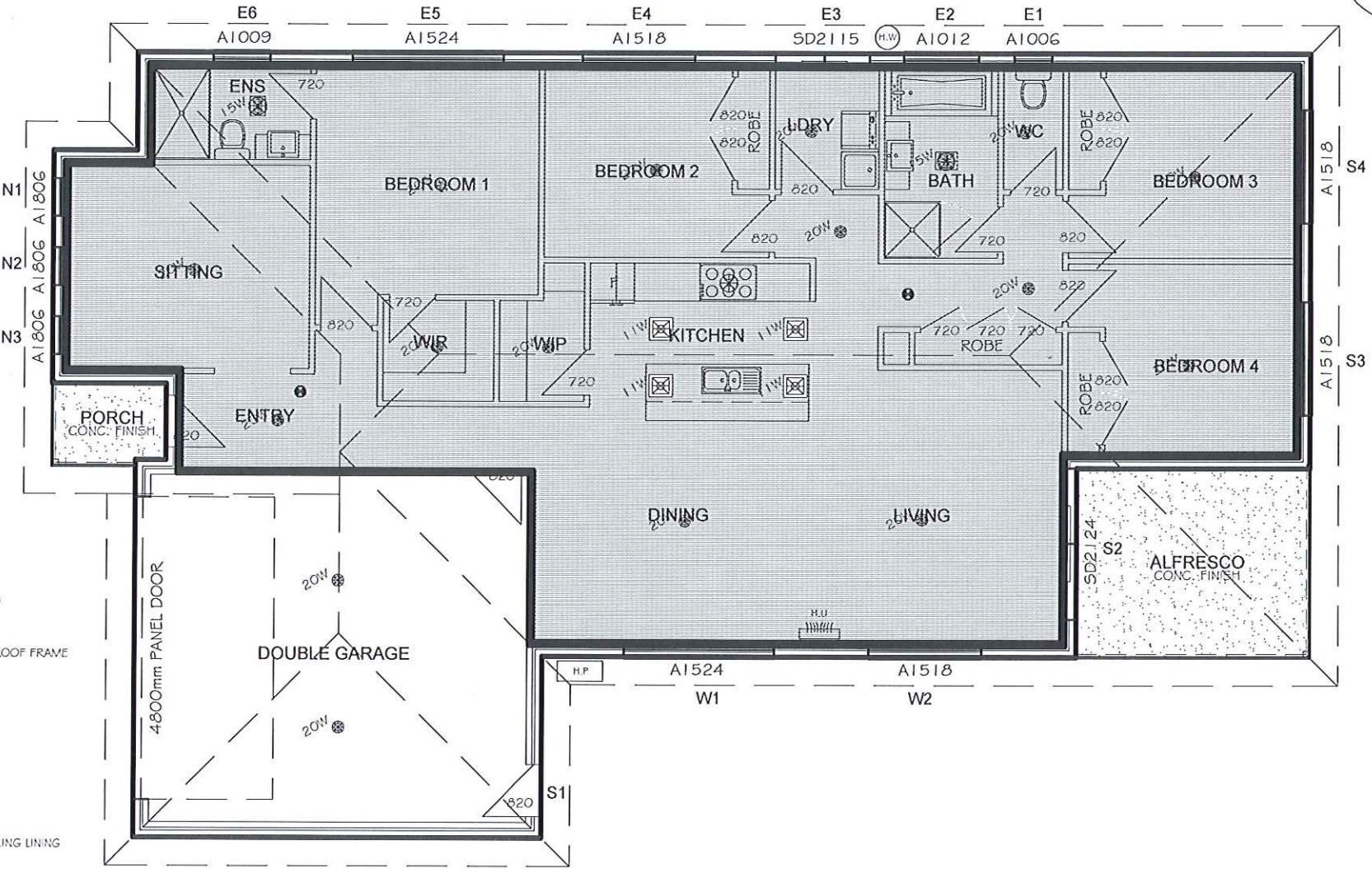
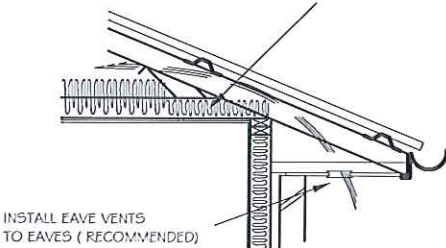
AREA OF SUBFLOOR TO BE INSULATED WITH R2.5 - REFER TO ENERGY RATING REPORT BY OTHERS FOR INSULATION SPECIFICATIONS



**DOWNLIGHT CLEARANCE NTS**

ALL DOWN LIGHTS ARE TO BE SEALED UNITS WITH APPROVED INSULATION BARRIERS. (SEALED TO PREVENT AIR LEAKAGE FROM LIVING ZONES INTO ROOF SPACE).  
IF VENTED DOWN LIGHTS ARE USED THE ENERGY REPORT WILL REQUIRE AMENDMENT.  
ALL LIGHTING IS TO BE INSTALLED STRICTLY IN ACCORDANCE WITH AS3000 AND THE MANUFACTURERS REQUIREMENTS.

INSTALL R4 INSULATION TO THE PERIMETER 450MM OF THE CEILING SPACE TO ASSIST CROSS-FLOW VENTILATION THROUGH THE ROOF SPACE.



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**ENERGY EFF. / INSULATION PLAN**

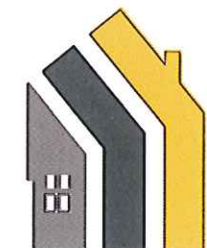
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amendment
1.
2.
3.
4.

**PROPOSED DWELLING  
FOR : G.J. GARDNER HOMES  
LOT : 3, No. 34  
HILLARY STREET  
ST. LEONARDS**

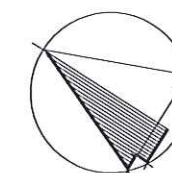
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sheet:	10	of	17
date:	March 2018	print date	06 MAR 2018
scale	1:100		
bal	low	drawn:	JVZ



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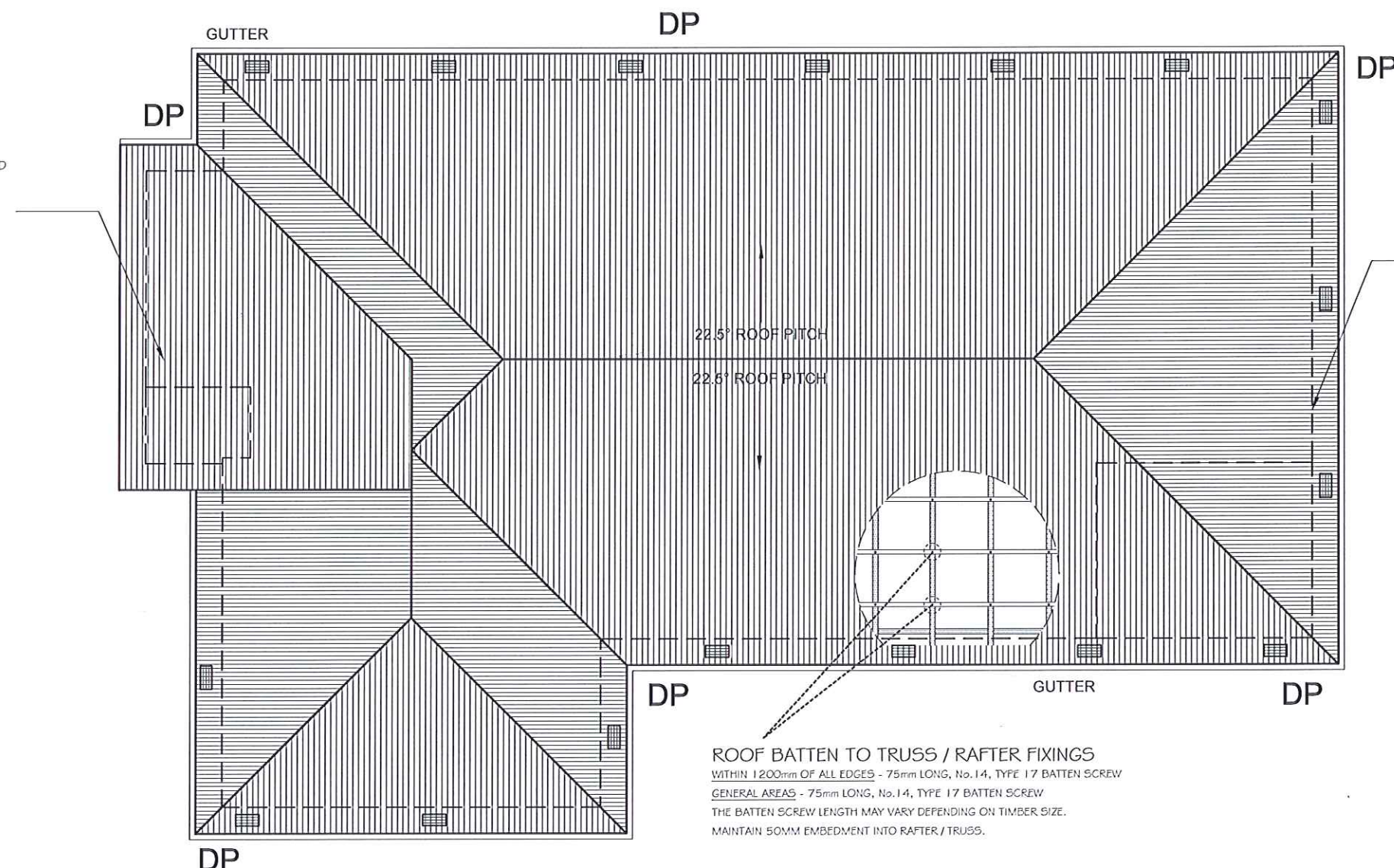
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# CBRF

ROOF FRAMING (GREATER THAN 5 DEGREES)  
CUSTOM ORB OR SIMILAR APPROVED SHEET ROOFING  
COLORBOND COLOUR TO SELECTION, OVER ROOF  
BATTENS (TO AS1684.2) AND APPROVED  
ROOF TRUSSES INSTALLED STRICTLY IN ACCORDANCE  
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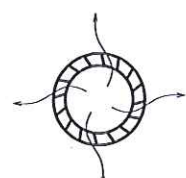
EAVES  
OVERHANG ROOFS 450mm  
FRAME FOR LEVEL EAVES AND  
LINE WITH FLEXBOARD SHEETING

FASCIA  
COLORBOND PRE - COATED FOLDED  
METAL GUTTER - FASCIA TRIM



## EAVE VENT

WHERE BAL RATING IS 12.5 OR ABOVE, AN EMBER GUARD MUST BE FITTED.  
SEE SPECIFIC CONSTRUCTION REQUIREMENTS SHEET FOR DETAILS.



## MECHANICAL ROOF EXTRACTION

WHERE BAL RATING IS 12.5 OR ABOVE, AN EMBER GUARD MUST BE FITTED.  
SEE SPECIFIC CONSTRUCTION REQUIREMENTS SHEET FOR DETAILS.

THE OWNER IS TO NOTIFY THE ROOF TRUSS MANUFACTURER OF  
INTENTION TO INSTALL SOLAR PANELS, HOT WATER OR OTHER LOADS  
INTENDED FOR THE ROOF SYSTEM THAT ARE TO BE INSTALLED  
PRIOR TO COMMENCEMENT OF WORKS

ROOF BATTEN TO TRUSS / RAFTER FIXINGS  
WITHIN 1200mm OF ALL EDGES - 75mm LONG, No.14, TYPE 17 BATTEN SCREW  
GENERAL AREAS - 75mm LONG, No.14, TYPE 17 BATTEN SCREW  
THE BATTEN SCREW LENGTH MAY VARY DEPENDING ON TIMBER SIZE.  
MAINTAIN 50MM EMBEDMENT INTO RAFTER / TRUSS.

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## ROOF PLAN

SCALE: 1:100



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	1.		sheet: 11 of 17	print date
	2.		date: March 2018	06 MAR 2018
	3.		scale 1:100	
	4.		bal low	drawn: JVZ

GLASS SUPPLIES WINDOWS & DOORS  
SELECTED ALUMINIUM FRAMED WINDOWS & DOORS  
SELECTED MDF REVEALS & TRIMS  
INSTALL TO MANUFACTURERS SPECIFICATIONS  
& AS2047. GLAZING TO BCA PART 3.6 & AS1288.  
VENTILATION TO BCA 3.8.5

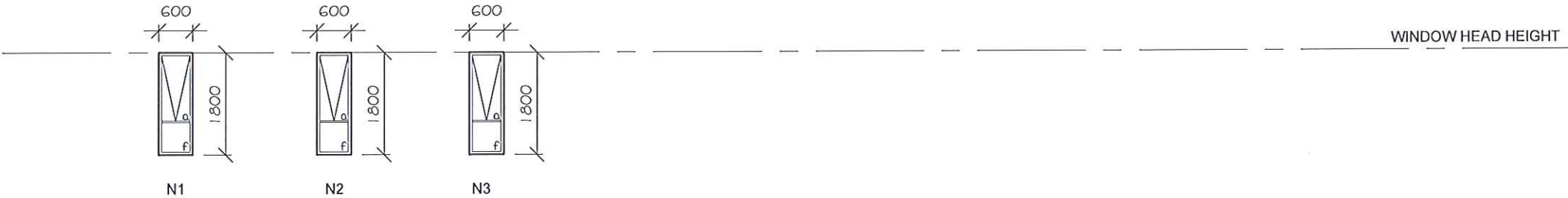
WINDOWS TO BE CONSTRUCTED TO SHGC & U VALUES  
AS SHOWN ON THE ENERGY RATING REPORT.

THE BUILDER TO PROVIDE / CONFIRM A SPECIFIC  
WINDOW SCHEDULE WITH THE GLAZIER PRIOR TO MAKE

ENSURE GLAZIER IS SUPPLIED WITH FULL SET OF DRAWINGS,  
ENERGY RATING AND WIND CLASSIFICATION

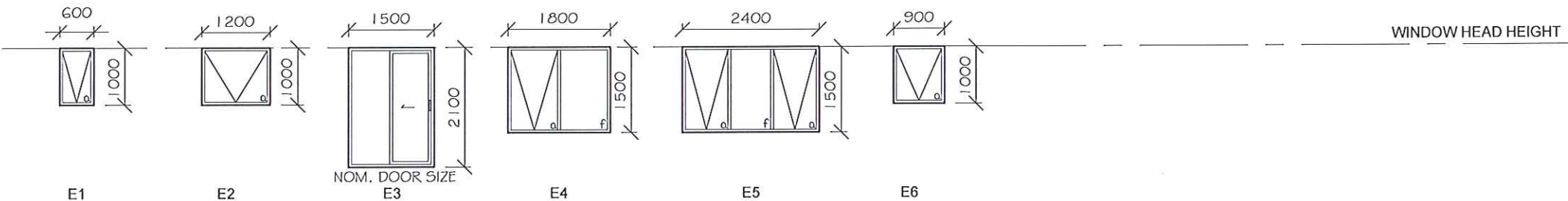
GLAZING: DOUBLE GLAZED

STYLE: AWNING



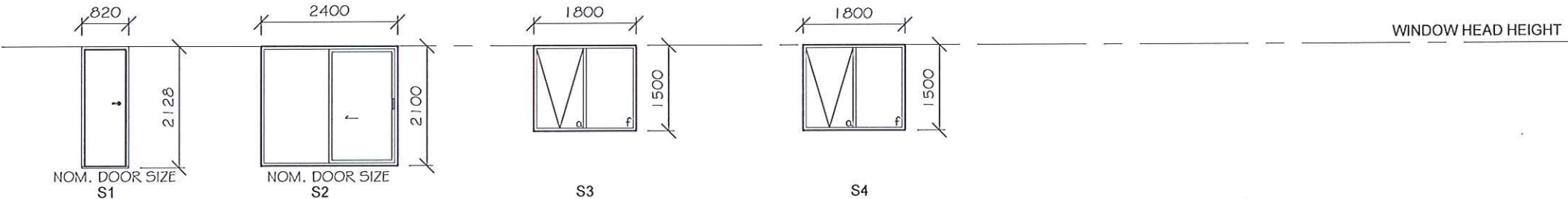
NORTH ELEVATION

SCALE: 1:100



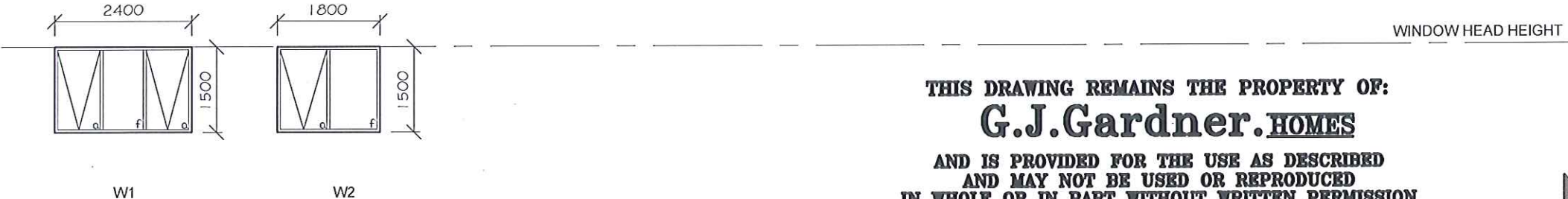
EAST ELEVATION

SCALE: 1:100



SOUTH ELEVATION

SCALE: 1:100



WEST ELEVATION

SCALE: 1:100

OBSCURE GLASS REQUIREMENTS TO BE DETERMINED BY BUILDER / OWNER

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WINDOW SCHEDULE

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	1		sheet:		12	of	17	print date
	2		date:		March 2018			06 MAR 2018
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### WALL FRAMING

ALL TIMBER FRAMING GENERALLY COMPLY WITH  
BCA 3.4.3 & AS 1684

WALL FRAMING TO BE MGPI O RADIATA FINE.

STUDS - 90x35 @ 450 CRS.

NOGGINGS - 90x35

OPEN STUDS - 90x35

ALL LINTELS TO BE DESIGNED BY  
TRUSS MANUFACTURER, TAKING  
INTO ACCOUNT WHERE GIRDER,  
TRUSSES, ETC, ARE LOCATED

TOP & BOTTOM PLATES - 90x35  
BRACING TO ENGINEERS DETAILS

ALL TIMBER FRAMEWORK IS TO BE CONSTRUCTED  
IN ACCORDANCE WITH AS 1684

### ROOF FRAMING (GREATER THAN 5 DEGREES)

CUSTOM ORB OR SIMILAR APPROVED SHEET ROOFING  
COLORBOND COLOUR TO SELECTION, OVER ROOF

BATTENS (TO AS 1684.2) AND APPROVED  
ROOF TRUSSES INSTALLED STRICTLY IN ACCORDANCE  
WITH MANUFACTURERS RECOMMENDATIONS.

ALL FIXING DETAILS TO BE ADHERED TO.

SISILATE ROOF PRIOR TO SHEETING

ALL TRUSS LOADS ARE TO BE DISTRIBUTED TO  
PERIMETER WALLS ONLY.

### EAVES

OVERHANG ROOFS 450mm  
FRAME FOR LEVEL EAVES AND  
LINE WITH FLEXBOARD SHEETING

### FASCIA

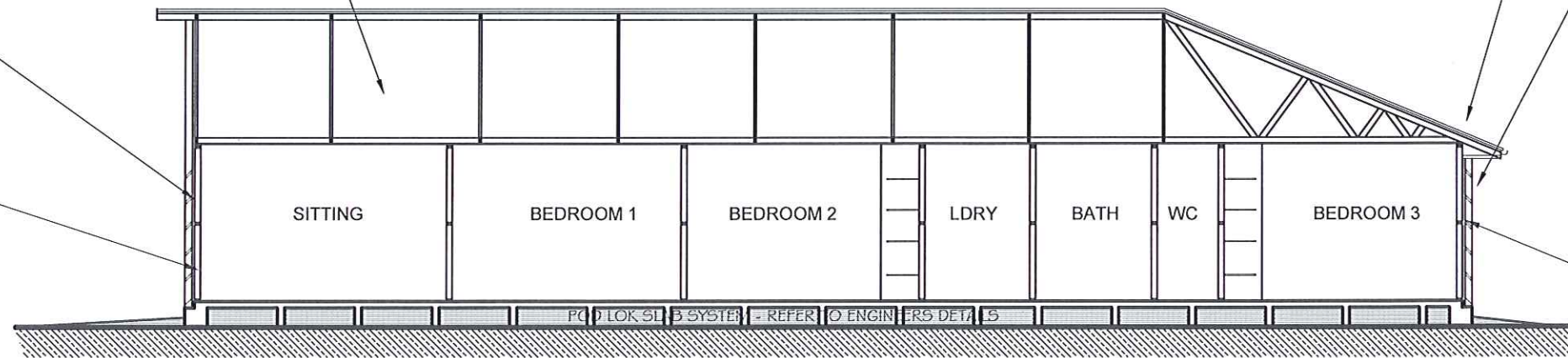
COLORBOND PRE - COATED FOLDED  
METAL GUTTER - FASCIA TRIM

### WALL CLADDING

RENDERED SELECTED AUSTRAL BRICKS  
RAKED JOINTS, STRECHER BOND  
ARTICULATION JOINTS AS SHOWN ON  
ENGINEERS DRAWINGS  
OR AUSTRAL RENDER BLOCK  
WITH SELECTED APPLIED COATING  
(OWNER TO CONFIRM)  
STEEL LINTELS TO ENGINEERS DETAILS

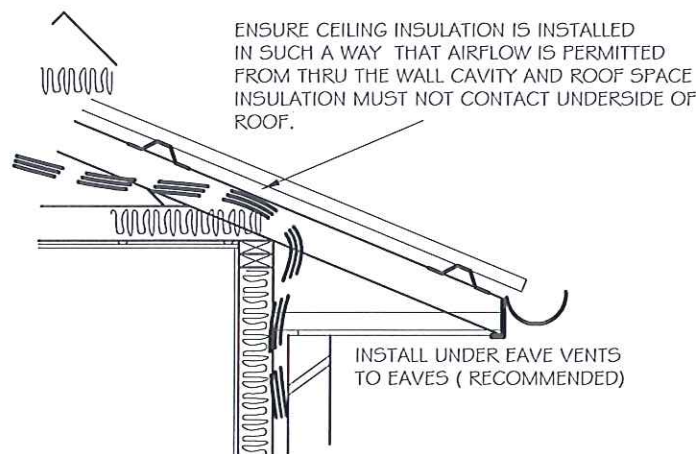
### PLASTER

LINE WALLS AND CEILINGS INTERNALLY  
WITH 10mm PLASTERBOARD SHEETING.  
SCOTIA CORNICE MOULD TO CEILING  
JUNCTION WITH WALL.  
PLASTERBOARD LININGS TO WET AREAS  
TO BE "VILLABOARD", W.R. BOARD  
OR OTHER APPROVED WATERPROOF LINING  
ALL UNDER ROOFS - ENTRY ROOFS ETC  
TO BE "VILLABOARD", W.R. BOARD  
OR OTHER APPROVED WATERPROOF LINING  
UNLESS OTHERWISE NOTED



### WINDOWS & DOORS

SELECTED ALUMINIUM FRAMED WINDOWS & DOORS  
SLIDING OR AWNING STYLE (CONFIRM WITH OWNER)  
SELECTED MDF REVEALS & TRIMS  
INSTALL TO MANUFACTURERS SPECIFICATIONS  
& AS2047. GLAZING TO BCA PART 3.6 & AS 1288.  
VENTILATION TO BCA 3.8.5



ALL SITE PREPARATION IS TO COMPLY  
WITH THE BCA  
ENSURE FINISHED FLOOR LEVEL OF  
A CONCRETE SLAB IS POSITIONED  
SO THAT THE ORG IS 150mm  
BELOW THE LOWEST FLUMBING  
FIXTURE AND ABOVE THE GROUND

THE BUILDING MATERIALS SELECTED  
FOR USE IN THIS PROJECT NEED TO  
MEET THE RELEVANT CORROSION  
RESISTANT REQUIREMENTS FOR THE  
SURROUNDING ENVIRONMENT AND  
COMPATIBILITY OF MATERIALS

THE DOOR OF A FULLY ENCLOSED  
SANITARY COMPARTMENT MUST OPEN  
OUTWARDS, SLIDE OR BE READILY  
REMOVABLE FROM THE OUTSIDE OF  
THE COMPARTMENT UNLESS THERE IS  
A CLEAR SPACE OF AT LEAST 1200mm  
BETWEEN THE CLOSET PAN WITHIN  
THE SANITARY COMPARTMENT AND  
NEAREST PART OF THE DOORWAY

CONSTRUCTION OF STAIRS TO  
BCA PART 3.9.1, TREADS 240mm MIN  
& RISERS 190mm MAX

ALL OTHER MATTERS NOT SPECIFICALLY MENTIONED  
ON THESE DRAWINGS ARE TO COMPLY WITH BCA.  
IF IN DOUBT ASK.

MECHANICAL VENTILATION IS TO BE PROVIDED AND INSTALLED  
IN ACCORDANCE WITH THE BCA AND MUST BE EXHAUSTED BY  
WAY OF DUCTS TO THE EXTERIOR OF THE BUILDING IF IT IS THE  
ONLY SOURCE OF VENTILATION PROVIDED

TRUSS PLAN AND LINTEL SIZES ARE TO BE FOWARDED  
TO BUILDING SURVEYOR PRIOR TO FRAME INSPECTION

GUTTERS & DOWNPIPES  
TO BCA 3.5.2

WALL CLADDING TO  
BCA 3.5.3

ROOF CLADDING TO  
BCA 3.5.1

VENTILATION TO  
BCA 3.8.5

ALUMINIUM WINDOWS TO AS2047  
GLAZING TO BCA PART 3.6  
& AS 1288

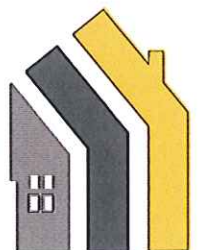
WET AREA LININGS  
TO BCA PART 3.8.1

GLAZED SHOWER SCREENS, DOORS  
IF REQUIRED  
& BATH ENCLOSURES TO  
BCA PART 3.6.9 & AS 1288

CONSTRUCTION OF SANITARY  
COMPARTMENT TO BCA 3.8.3.3  
LIFT-OFF HINGES TO DOORS

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**SECTION A - A**  
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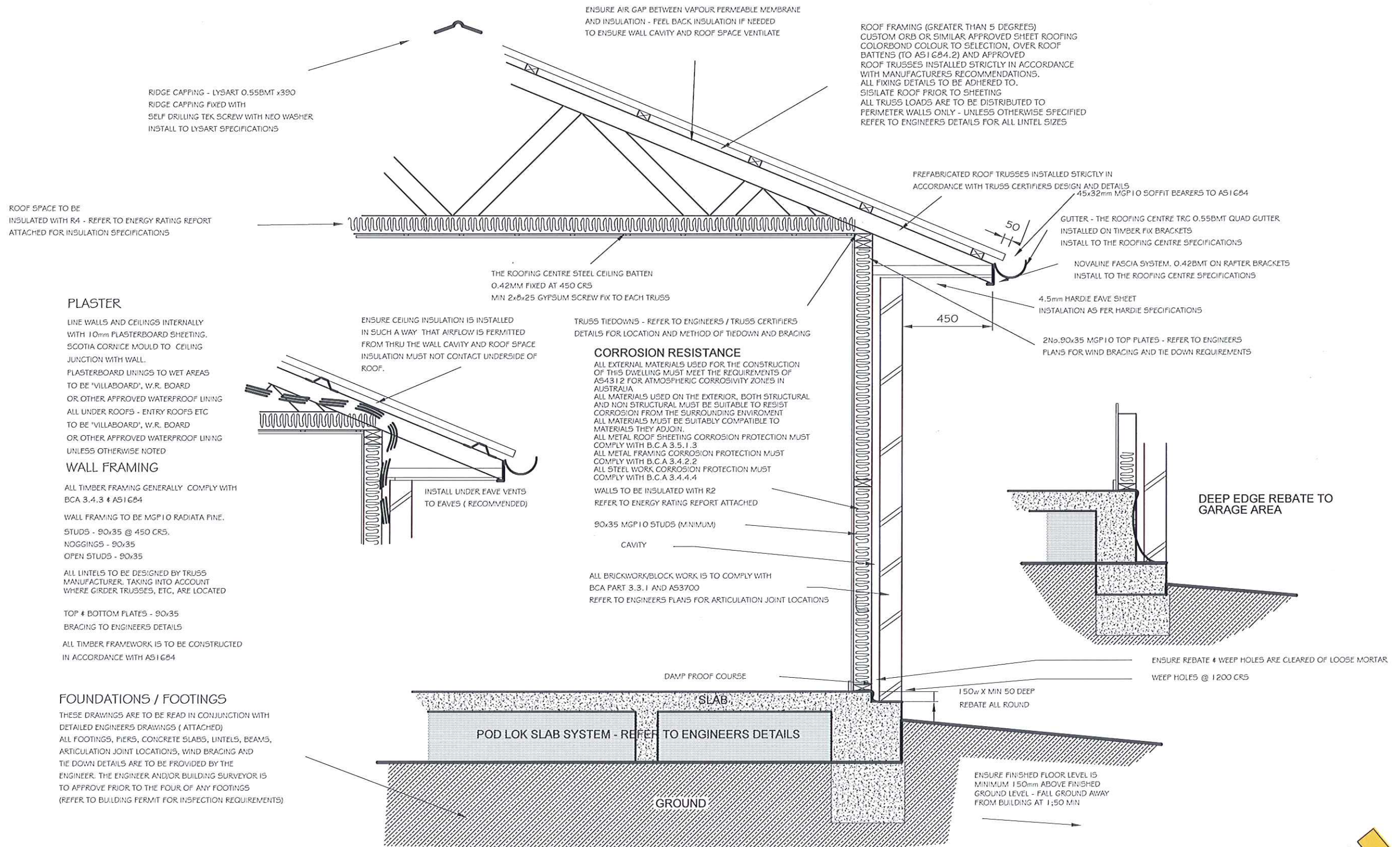
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amendment
1
2
3
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PROPOSED DWELLING  
FOR : G.J. GARDNER HOMES  
LOT : 3, No. 34  
HILLARY STREET  
ST. LEONARDS

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date:	March 2018	print date	06 MAR 2018
scale	1:100		
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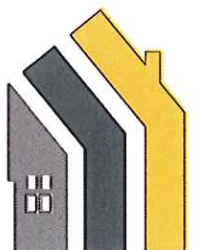


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## TYPICAL SECTION - ENLARGEMENT

SCALE: NTS

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GENERAL NOTES

PRELIMINARY SITE WORKS

SITE PREPARATION

- CLEAR THE AREA TO BE OCCUPIED BY THE BUILDING;
- PROVIDE SUFFICIENT CLEARANCE FOR CONSTRUCTION OF THAT BUILDING; AND
- REMOVE VEGETABLE MATTER FROM THE GROUND WHERE ANY STRUCTURAL COMPONENTS ARE TO BE CONSTRUCTED.

CONCRETE WORKS

READY MIX CONCRETE

READY MIX CONCRETE SHALL, UNLESS OTHERWISE SPECIFIED, BE GRADE 20 (20mpa) AND HAVE A NOMINAL SLUMP ON 80mm. REFER TO ENGINEERS DETAILS WHERE APPLICABLE

CONCRETE DIMENSIONS

THE BUILDER SHALL ENSURE THE EXCAVATED TRENCHES, BOXING AND FRAMEWORK IS OF SUFFICIENT STRENGTH AND CORRECTLY PROPORTIONED TO ENSURE THAT ALL FINISHED CONCRETE IS IN ACCORDANCE WITH THE REQUIREMENTS OF THESE AND ENGINEERS APPROVED BY THE BUILDING SURVEYOR

FOOTINGS / SLABS

STRIP AND PAD FOOTINGS

- THE GROUND IS TO BE EXCAVATED TO ACCOMMODATE STRIP AND PAD FOOTINGS TO A DEPTH OR SIZES SHOWN ON THESE OR ENGINEERS DRAWINGS APPROVED BY THE RELEVANT BUILDING SURVEYOR; AND
- EXCAVATIONS ARE CLEANED OUT AND EXCESS WATER IS REMOVED PRIOR TO THE PLACING OF REINFORCING STEEL.

CONCRETE STUMPS

CONCRETE STUMPS ARE TO COMPLY WITH THE REQUIREMENTS OF THE BUILDING CODE OF AUSTRALIA (B.C.A.).

CONCRETE SLAB ON GROUND

UNLESS OTHERWISE SPECIFIED, CONCRETE SLABS ON GROUND AND RAFT SLABS SHALL BE PREPARED, REINFORCED AND CONSTRUCTED IN ACCORDANCE WITH THE MANDATORY REQUIREMENTS OF THE B.C.A. OR ENGINEERS DETAILS WHERE APPLICABLE

CONCRETE LANDINGS, RAMPS AND STEPS

- NO PART OF CONCRETE LANDINGS, RAMPS AND STEPS SHALL BE LESS THAN 75mm THICK OR AS SPECIFIED BY AND ENGINEER.
- CONCRETE LANDINGS LANDINGS SHALL BE OF DIMENSIONS NOT LESS THAN REQUIRED IN THE B.C.A.
- CONCRETE RAMPS CONCRETE RAMPS SHALL BE CONSTRUCTED WITH A GRADIENT OF NOT LESS THAN THE PROPORTIONS OF 1 VERTICAL TO 8 HORIZONTAL (1:14 MINIMUM GRADIENT IF OTHERWISE SPECIFIED FOR DISABLED PERSONS).
- CONCRETE STEPS CONCRETE STEPS SHALL HAVE TREADS AND RISERS TO THE SIZES REQUIRED BY THE B.C.A. RISERS AND TREADS RESPECTIVELY SHALL BE OF UNIFORM SIZE.

CONCRETE PAVING

CONCRETE PAVING, UNLESS OTHERWISE SPECIFIED, SHALL BE GRADE 20 (20mpa) CONCRETE AND HAVE A THICKNESS OF NOT LESS THAN 90mm. PAVING ABUTTING THE BUILDING SHALL BE GRADED TO PROVIDE A FALL AWAY FROM THE BUILDING OF NOT LESS THAN 10mm OVER A DISTANCE OF 1m.

CONTROL JOINTS SHALL BE INSTALLED TO LIMIT THE UNJOINED LENGTH OF PAVING TO A MAXIMUM OF 1.5 TIMES THE WIDTH OR 4.5m WHICHEVER IS THE LESSER. CONTROL JOINTS ARE TO EXTEND AT LEAST 10mm INTO THE DEPTH OF THE PAVING.

WHERE CONCRETE PAVING ABUTS THE WALL OF A BUILDING A MINIMUM 10mm SPACE IS TO BE ALLOWED BETWEEN THE CONCRETE AND THE BUILDING AND FILLED WITH A WATER RESISTANT, COMPRESSIBLE MATERIAL.

ALL CONCRETE PAVING IS TO BE LOCATED AT LEAST 10mm BELOW VENTS OR WEEP HOLES INSTALLED IN WALLS.

WOOD HEATER, HARTH AND CHIMNEY

IF REQUIRED, THESE ARE TO BE INSTALLED IN ACCORDANCE WITH THE B.C.A.

FLOORING

REFER TO OWNERS REQUIREMENTS FOR TYPE OF FLOORING.

CARPENTRY AND JOINERY

GENERALLY

ALL FRAMING WORKS SHALL COMPLY THE REQUIREMENTS OF THE B.C.A.

JOINERY

ALL JOINERY IS TO BE AGREED UPON BETWEEN THE OWNER AND BUILDER PRIOR TO COMMENCEMENT OF ANY SITE ALL JOINERY IS TO BE ADEQUATELY SEALED ALL ROUND

SERVICE PLATFORM IN ROOF SPACE

WHERE A GAS DUCTED HEATING UNIT OR SIMILAR IS TO BE INSTALLED WITHIN A ROOF SPACE, A PLATFORM SUPPORTED 25mm ABOVE THE TOP PLATE IS TO BE CONSTRUCTED. THE PLATFORM IS TO BE FULLY DECKED WITH TIMBER AND SHALL NOT BE SUPPORTED ON WALL FRAMEWORK OVER DOOR OR OTHER OPENINGS OR ON CEILING JOISTS OR ROOF TRUSSES UNLESS ADEQUATE PROVISION IS MADE TO TAKE THE ADDED LOAD. THE DECK IS TO BE OF A SUFFICIENT SIZE TO ALLOW FULL SUPPORT OF THE UNIT AND A DRIP TRAY IS TO BE PROVIDED UNDER THE DECK IF REQUIRED BY THE MANUFACTURER.

EXTERNAL CLADDING

REFER TO ELEVATION SHEETS / AND OR SECTION SHEETS/ FOR EXTERNAL WALL CLADDING DETAILS. IN THE CASE WHERE A WALL CLADDING IS SUBSTITUTED WITH AN ALTERNATE PRODUCT, THE BUILDER IS TO NOTIFY (AT-LEAST) THE DESIGNER, ENERGY RATER, ENGINEER AND BUILDING SURVEYOR WITH DETAILS & SPECIFICATIONS OF THE SUBSTITUTED PRODUCTS. IT IS THE RESPONSIBILITY OF THE BUILDER TO ENSURE THESE PRODUCTS ARE SUITABLE FOR THE SURROUNDING ENVIRONMENTAL CONDITIONS

TIMBER STEPS, RAMPS, LANDINGS, BALUSTRADES AND HANDRAILS

WHERE INDICATED ON THE RELEVANT DRAWINGS, TIMBER STEPS, STAIRS, RAMPS, LANDINGS, BALUSTRADES AND HANDRAILS ARE TO BE CONSTRUCTED AND INSTALLED AS INDICATED AND IN ACCORDANCE WITH THE B.C.A.

PLUMBING

GENERALLY PLUMBING WORKS SHALL BE CARRIED OUT BY PLUMBERS WHO HAVE THE NECESSARY LICENSES OR REGISTRATIONS REQUIRED BY THE GOVERNING STATE OR LOCAL AUTHORITY AND WHO ARE QUALIFIED TO PROVIDE THE REQUIRED CERTIFICATE OF COMPLIANCE.

TAPS AND FITTINGS REFER TO OWNERS REQUIREMENTS.

HOT WATER UNIT INSTALLATION SEE OWNERS REQUIREMENTS FOR TYPE, SIZE AND LOCATION OF HOT WATER UNIT.

FLUE INSTALLATION WHERE THE PROJECT REQUIREMENTS PROVIDE FOR THE INSTALLATION OF A HEATING AFFUANCE THAT REQUIRES A FLUE, THE FLUE MUST BE INSTALLED IN ACCORDANCE WITH THE B.C.A.

INSTALLATION OF DOOR AND WINDOW FRAMES

THE BUILDER SHALL INSTALL AND FIX IN POSITION ALL DOOR AND WINDOW FRAMES AS PER PLANS. ALUMINUM AND TIMBER WINDOW FRAMES SHALL BE INSTALLED INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS INSTRUCTIONS AND THE B.C.A.

JOINERY

- GENERALLY ALL JOINERY WORK SHALL BE IN ACCORDANCE WITH THE OWNERS REQUIREMENTS
- WINDOWS WINDOWS SHALL BE OF THE TYPE REFERRED TO BY OWNER AND MAY BE OF STOCK SIZE OR SPECIAL SIZE. IF A NOMINAL SIZE IS SHOWN ON THE RELEVANT PLAN THEN THE CLOSEST MANUFACTURED STOCK SIZE TO THAT NOMINAL SIZE MAY BE USED. IF THE SIZE, SHGVS OR THE U VALUES (OR BRAND IF APPLICABLE) VARY FROM THAT OF THE GLAZING CALCULATOR OR ENERGY RATING, AND AMENDED ENERGY RATING WILL BE REQUIRED
- EXTERNAL DOOR FRAMES EXTERNAL DOOR FRAMES SHALL BE OF THE TYPE REFERRED TO BY OWNER AND MAY BE OF STOCK SIZE OR SPECIAL SIZE. IF A NOMINAL SIZE IS SHOWN ON THE RELEVANT PLAN THE THE CLOSEST MANUFACTURED STOCK SIZE TO THAT NOMINAL SIZE CAN BE USED.
- DOORS EXTERNAL AND INTERNAL DOORS ARE TO BE AS SPECIFIED BY OWNER.
- DOOR HARDWARE AND FURNITURE ALL DOORS ARE TO BE FITTED WITH HINGES, SLIDING RACKS, LATCHES, LOCKS AND FURNITURE AS SPECIFIED BY OWNER. IF REQUIRED BY THE B.C.A. SANITARY COMPARTMENT DOORS ARE TO BE FITTED WITH LIFT OFF HINGES.
- ARCHITRAVES AND SKIRTINGS REFER TO OWNERS REQUIREMENTS FOR THE TYPE AND SIZE OFSKIRTINGS AND ARCHITRAVES.
- ANGLE MOLDINGS WHERE CONSIDERED NECESSARY, FIX QUADS OR OTHER SUITABLE MOLDINGS TO INTERNAL ANGLES.
- KITCHEN CUPBOARDS REFER TO OWNERS REQUIREMENTS.
- LAUNDRY TROUGH AND BASE REFER TO OWNERS REQUIREMENTS.
- BATHROOM VANITY CUPBOARD REFER TO OWNERS REQUIREMENTS.

ROOF ACCESS OPENING

WHERE REQUIRED FOR ACCESS INTO THE ROOF SPACE, A ROOF ACCESS OPENING HAVING CLEAR DIMENSIONS OF AT LEAST 400mm x 600mm IS TO BE PROVIDED BY TRIMMING BETWEEN CEILING JOISTS IN A CONVENIENT POSITION. THE ROOF ACCESS OPENING IS TO BE FITTED WITH A COVER OF MATERIAL SIMILAR TO THE CEILING LINING OR AS OTHERWISE SPECIFIED.

SUBFLOOR ACCESS OPENING

WHERE BUILDING HAS A RAISED SUBFLOOR THE BUILDER IS TO PROVIDE AN ACCESS OPENING FOR FUTURE MAINTENCE PURPOSES AND SHOULD BE AT LEAST 600mm WIDE WITH A STEEL OR TREATED PINE DOOR INSTALLED

FRAMING FOR PARAPET, BOX AND CONCEALED GUTTERS

WHERE REQUIRED, FRAME UP IS TO ALLOW FOR THE PROPER INSTALLATION OF PARAPET, BOX AND CONCEALED GUTTERS. THE FRAMING SHALL BE SET UP TO GIVE A GUTTER SUFFICIENT AND A FALL TOWARDS A DOWNSPIPE.

INSULATION

WALL INSULATION AND SKIRTING WALL INSULATION AND SARKING OR REFLECTIVE FOIL INSULATION SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE RELEVANT ENERGY REPORT BY AN ACCREDITED ENERGY RATER OR THE REQUIREMENTS OF THE B.C.A. SARKING OR REFLECTIVE FOIL INSULATION SHALL BE SECURELY FIXED TO THE OUTSIDE EDGE OF STUDS PRIOR TO THE FIXING OF EXTERNAL CLADDINGS. SARKING OR REFLECTIVE FOIL INSULATION SHALL HAVE THE TOP SHEET LAPPED EXTERNALLY OVER THE LOWER SHEET AND CARE SHALL BE TAKEN TO PREVENT TEARS OR HOLES FROM OCCURRING IN THE SHEETS. IF REQUIRED BY THE RELEVANT ENERGY REPORT OR THE B.C.A., ROCKWOOL, FIBREGLASS OR POLYSTYRENE FOAM INSULATION SHALL BE FIXED BETWEEN OR TO STUDS BEFORE THE INSTALLATION OF INTERNAL LININGS. WHERE INSULATION MATERIALS ARE FIXED BETWEEN STUDS IN CAVITY WALL CONSTRUCTION, THE BUILDER SHALL ENSURE THAT THE INSULATION SHALL NOT FALL OR PROJECT INTO THE CAVITY SPACE.

ELECTRICAL

THE OWNER IS TO PROVIDE AN ELECTRICAL PLAN SHOWING ALL FIXTURE LOCATIONS INCLUDING LIGHTING, POWER OUTLETS AND AFFUANCES THAT ARE TO BE INSTALLED, PRIOR TO COMMENCEMENT OF ANY WORKS ON SITE.

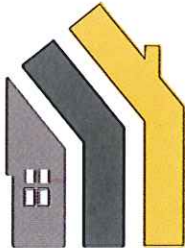
GENERALLY ALL ELECTRICAL INSTALLATION WORK SHALL BE CARRIED OUT BY A LICENSED ELECTRICAL CONTRACTOR. THIS WORK AND ALL MATERIALS TO BE USED IN CONNECTION WITH THE WORK SHALL STRICTLY COMPLY WITH THE RELEVANT REGULATIONS, BYLAWS OR CODES ADMINISTERED OR REQUIRED BY THE ELECTRICITY SUPPLY AUTHORITY. THE ELECTRICAL CONTRACTOR MUST BE REQUIRED TO GIVE ALL NOTICES IN RESPECT OF THE WORK AND OBTAIN ALL NECESSARY APPROVALS AND CONSENTS. THE ELECTRICAL CONTRACTOR MUST BE REQUIRED TO STRICTLY COMPLY WITH ALL SAFETY STANDARDS, REGULATIONS AND REQUIREMENTS AND TO MAKE GOOD ANY DAMAGE TO MAINS AND EQUIPMENT UNDER THE CONTROL OF THE ELECTRICITY SUPPLY AUTHORITY. THE ELECTRICAL CONTRACTOR MUST GIVE ALL NOTICES REQUIRED IN CONNECTION WITH THE WORK AND TO ARRANGE FOR THE INSPECTION AND APPROVAL OF THE WORK AS REQUIRED BY THE ELECTRICITY SUPPLY AUTHORITY. THE BUILDER WILL ADVISE THE OWNER WHEN THE OWNERS APPLICATION AS THE RELEVANT CONSUMER MAY BE FORWARDED TO THE ELECTRICITY SUPPLY AUTHORITY. THE OWNER WILL BE RESPONSIBLE FOR SENDING A CONSUMER APPLICATION FORM TO THE ELECTRICITY SUPPLY AUTHORITY.

ALL POWER, AV OR SIMILAR OUTLETS TO BE MOUNTED AT AN EVEN AESTHETIC HEIGHT ( WHERE PRACTICALLY POSSIBLE )

ENVIRONMENT	LOCATION	MINIMUM PROTECTION COATING	
		ALL STEEL MEMBERS / CONSTRUCTION COMPONENTS	
<b>MODERATE</b>  MORE THAN 1km FROM BREAKING SURF OR MORE THAN 100m FROM SALT WATER NOT SUBJECT TO BREAKING SURF  OR NON-HEAVY INDUSTRIAL AREAS	<b>EXTERNAL</b>	OPTION 1. 2 COATS ALKYD PRIME; OR OPTION 2. 2 COATS ALKYD GLOSS OPTION 3. HOT DIPPED GALVANIZED 300g/m2 MIN. OPTION 4. HOT DIPPED GALVANIZED 100g/m2 MIN. PLUS- • 1 COAT SOLVENT BASED VINYL PRIMER; OR • 1 COAT SOLVENT GLOSS OR ALKYD.	
<b>SEVERE</b>  WITHIN 1km FROM BREAKING SURF OR WITHIN 100m OF SALT WATER NOT SUBJECT TO BREAKING SURF  OR HEAVY INDUSTRIAL AREAS AREAS	<b>INTERNAL</b>	OPTION 1. 2 COATS ALKYD PRIME OPTION 2. 2 COATS ALKYD GLOSS	
	<b>EXTERNAL</b>	OPTION 1. INORGANIC ZINC PRIMER PLUS 2 COATS VINYL GLOSS FINISHING COATS OPTION 2. HOT DIPPED GALVANIZED 300g/m2 MIN. OPTION 3. HOT DIPPED GALVANIZED 100g/m2 MIN. PLUS- • 2 COATS SOLVENT BASED PRIMER; OR • 2 COATS VINYL GLOSS OR ALKYD.	HOT DIPPED GALVANIZED 600g/m2
<b>IMPORTANT</b> NOTE; MANY PERFORMANCE PROVISION BASED PRODUCTS ARE NOT SUITABLE FOR INSTALATION IN MOST COSTAL AREAS OF TASMANIA AND IT IS THE RESPONSIBILITY OF THE BUILDER TO OBTAIN FULL SPECIFICATIONS OF OF THE PARTICULAR PRODUCT PRIOR TO CONSTRUCTION; FULL DETAILS OF ALL PRODUCTS USED ARE TO BE PROVIDED TO BUILDING SURVEYOR, INTIALED AND DATED			

GENERAL NOTES

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	1		sheet:		15	of	17	print date		
	2		date:		March 2018					
	3		scale		1:100					
	4		bal		low		drawn: JVZ			



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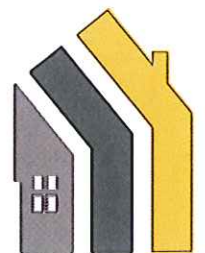
# WET AREA / A

## WET AREAS - BCA PART 3.8.1

WATERPROOFING AND WATER RESISTANCE REQUIREMENTS FOR BUILDING ELEMENTS IN WET AREAS:				
VESSEL OR AREA WHERE THE FIXTURE IS INSTALLED	FLOORS AND HORIZONTAL SURFACES	WALLS	WALL JUNCTION AND JOINTS	PENETRATIONS
ENCLOSED SHOWER WITH HOB	WATERPROOF ENTIRE ENCLOSED SHOWER AREA INCL HOB	WATERPROOF TO NOT LESS THAN 150mm ABOVE THE SHOWER FLOOR SUBSTRATE OR NOT LESS THAN 25mm ABOVE THE MAX. RETAINED WATER LEVEL, WHICH EVER IS GREATER WITH THE REMAINDER BEING WATER RESISTANT TO MIN 1800mm ABOVE THE FFL;	WATERPROOF INTERNAL & EXTERNAL CORNERS & HORIZONTAL JOINTS WITHIN A HEIGHT OF 1800mm ABOVE FLOOR LEVEL AND NOT LESS THAN 40mm WIDTH EITHER SIDE OF THE JUNCTION	WATERPROOF ALL PENETRATIONS
ENCLOSED SHOWER WITHOUT HOB	WATERPROOF ENTIRE ENCLOSED SHOWER AREA INCL WATERSTOP	WATERPROOF TO NOT LESS THAN 150mm ABOVE THE SHOWER FLOOR SUBSTRATE WITH THE REMAINDER BEING WATER RESISTANT TO MIN 1800mm ABOVE THE FFL;	WATERPROOF INTERNAL & EXTERNAL CORNERS & HORIZONTAL JOINTS WITHIN A HEIGHT OF 1800mm ABOVE FLOOR LEVEL AND NOT LESS THAN 40mm WIDTH EITHER SIDE OF THE JUNCTION	WATERPROOF ALL PENETRATIONS
ENCLOSED SHOWER WITH STEP DOWN	WATERPROOF ENTIRE ENCLOSED SHOWER AREA INCL THE STEPDOWN	WATERPROOF TO NOT LESS THAN 150mm ABOVE THE SHOWER FLOOR SUBSTRATE OR NOT LESS THAN 25mm ABOVE THE MAX. RETAINED WATER LEVEL, WHICH EVER IS GREATER WITH THE REMAINDER BEING WATER RESISTANT TO MIN 1800mm ABOVE THE FFL;	WATERPROOF INTERNAL & EXTERNAL CORNERS & HORIZONTAL JOINTS WITHIN A HEIGHT OF 1800mm ABOVE FLOOR LEVEL AND NOT LESS THAN 40mm WIDTH EITHER SIDE OF THE JUNCTION	WATERPROOF ALL PENETRATIONS
ENCLOSED SHOWER WITH PRE-FORMED SHOWER BASE	N/A	WATER RESISTANT TO A HEIGHT NOT LESS THAN 1800mm ABOVE THE FFL;	WATERPROOF INTERNAL & EXTERNAL CORNERS & HORIZONTAL JOINTS WITHIN A HEIGHT OF 1800mm ABOVE FLOOR LEVEL AND NOT LESS THAN 40mm WIDTH EITHER SIDE OF THE JUNCTION	WATERPROOF ALL PENETRATIONS
UN-ENCLOSED SHOWERS	WATERPROOF ENTIRE UN-ENCLOSED SHOWER FLOOR	WATERPROOF TO NOT LESS THAN 150mm ABOVE THE SHOWER FLOOR SUBSTRATE NOT LESS THAN 25mm ABOVE THE MAX RETAINED WATER LEVEL THE REMAINDER BEING WATER RESISTANT TO MIN 1800mm ABOVE THE FFL;	WATERPROOF INTERNAL & EXTERNAL CORNERS & HORIZONTAL JOINTS WITHIN A HEIGHT OF 1800mm ABOVE FLOOR LEVEL AND NOT LESS THAN 40mm WIDTH EITHER SIDE OF THE JUNCTION	WATERPROOF ALL PENETRATIONS
AREAS OUTSIDE THE SHOWER AREA FOR CONCRETE AND COMPRESSED FIBRE CEMENT SHEETING	WATER RESISTANT TO ENTIRE FLOOR	N/A	WATERPROOF ALL WALL / FLOOR JUNCTIONS. WHERE A FLASHING IS USED THE HORIZONTAL LEG MUST NOT BE LESS THAN 40mm	N/A
AREAS OUTSIDE THE SHOWER AREA FOR TIMBER AND PARTICLE BOARD FLOORING	WATERPROOF TO ENTIRE FLOOR	N/A	WATERPROOF ALL WALL / FLOOR JUNCTIONS. WHERE A FLASHING IS USED THE HORIZONTAL LEG MUST NOT BE LESS THAN 40mm	N/A
AREAS ADJACENT TO BATHS AND SPAS FOR CONCRETE AND COMPRESSED FIBRE CEMENT SHEETING	WATER RESISTANT TO ENTIRE FLOOR	WATER RESISTANT TO A HEIGHT OF NOT LESS THAN 150mm ABOVE THE VESSEL AND EXPOSED SURFACES BELOW THE VESSEL LIP TO FLOOR LEVEL	WATERPROOF EDGES OF THE VESSEL AND JUNCTION OF BATH ENCLOSURE WITH FLOOR. WHERE THE LIP OF THE BATH IS SUPPORTED BY A HORIZONTAL SURFACE, THIS AREA MUST BE WATERPROOF FOR SHOWERS OVER A BATH AND WATER RESISTANT FOR ALL OTHER CASES	WATERPROOF ALL TAP AND SPOUT PENETRATIONS ON HORIZONTAL SURFACES
AREAS ADJACENT TO BATHS AND SPAS FOR TIMBER AND PARTICLE BOARD FLOORING	WATERPROOF ENTIRE FLOOR	WATER RESISTANT TO A HEIGHT OF NOT LESS THAN 150mm ABOVE THE VESSEL AND EXPOSED SURFACES BELOW THE VESSEL LIP TO FLOOR LEVEL	WATERPROOF EDGES OF THE VESSEL AND JUNCTION OF BATH ENCLOSURE WITH FLOOR. WHERE THE LIP OF THE BATH IS SUPPORTED BY A HORIZONTAL SURFACE, THIS AREA MUST BE WATERPROOF FOR SHOWERS OVER A BATH AND WATER RESISTANT FOR ALL OTHER CASES	WATERPROOF ALL TAP AND SPOUT PENETRATIONS ON HORIZONTAL SURFACES
INSERTED BATHS	N/A FOR FLOOR UNDER BATH; WATERPROOF ENTIRE SHELF AREA, INCORPORATING WATERSTOP UNDER THE BATH LIP AND PROJECT NOT LESS THAN 5mm ABOVE THE TILE SURFACE	N/A FOR WALL UNDER BATH. WATERPROOF TO NOT LESS THAN 150mm ABOVE THE LIP OF THE BATH	N/A FOR WALL UNDER BATH	WATERPROOF ALL TAP AND SPOUT PENETRATIONS ON HORIZONTAL SURFACES
WALLS ADJOINING OTHER VESSELS (SINKS, TUBS, BASINS)	N/A	WATER RESISTANT TO A HEIGHT OF NOT LESS THAN 150mm ABOVE THE VESSEL IF THE VESSEL IS WITHIN 75mm OF THE WALL	WHERE THE VESSEL IS FIXED TO A WALL, WATERPROOF EDGES FOR EXTENT OF THE VESSEL	WATERPROOF ALL TAP AND SPOUT PENETRATIONS ON HORIZONTAL SURFACES
LAUNDRIES & WCS	WATER RESISTANT TO ENTIRE FLOOR	WATERPROOF ALL WALL / FLOOR JUNCTIONS TO NOT LESS THAN 25mm ABOVE THE FINISHED FLOOR LEVEL, SEALED TO FLOOR.	WATERPROOF ALL WALL / FLOOR JUNCTIONS WHERE A FLASHING IS USED THE HORIZONTAL LEG MUST BE NOT LESS THAN 40mm	N/A

## WET AREA GENERAL NOTES - SHEET A

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	1		sheet:	16	of	17
	2		date:	March 2018	print date	06 MAR 2018
	3		scale	1:100		
	4		bal	low	drawn:	JVZ



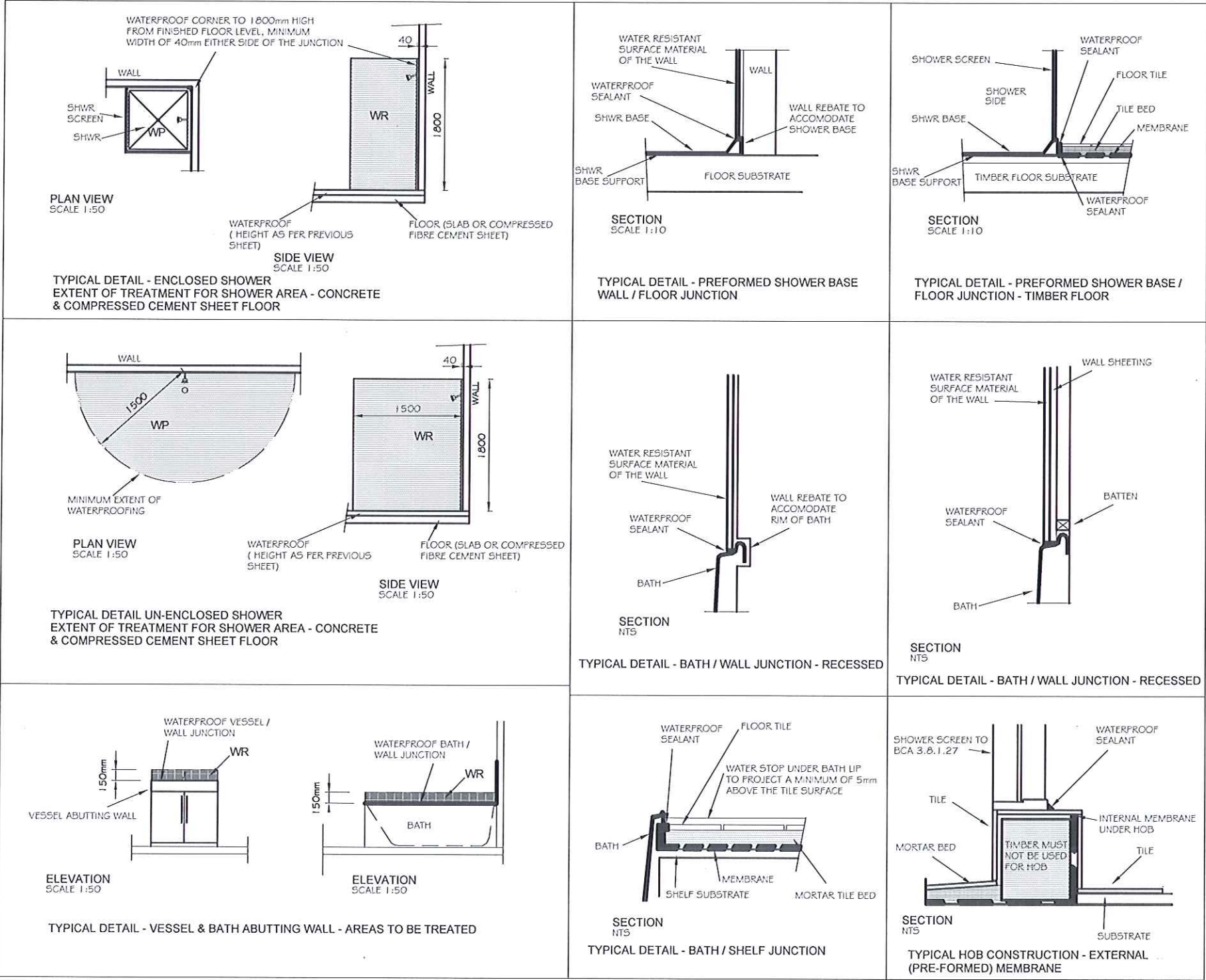
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# WET AREA / B

**WET AREAS - BCA PART 3.8.1**  
**GENERAL NOTES**  
WET AREAS MUST BE WATER PROOF OR WATER RESISTANT IN ACCORDANCE WITH BCA 3.8.1.1  
WHERE A SHOWER IS TO BE INSTALLED OVER A BATH, REFER TO BCA 3.8.1  
FOR DEFINITIONS OF WATERPROOF & WATER RESISTANT REFER TO BCA 3.8.3 & 3.8.4  
PERFORMED SHOWER BASES MUST BE INSTALLED IN A MANOR TO AVOID DISTORTION OR CRACKING  
PERFORMED BATHS & SPAS MUST BE INSTALLED IN A MANOR TO AVOID DISTORTION OR CRACKING  
ALL FLASHINGS ARE TO BE INSTALLED BCA 3.8.1.1  
ALL PENETRATIONS MUST COMPLY WITH BCA 3.8.1.9  
WET AREA FLOORS MUST BE INSTALLED SO THAT WATER FLOWS TO THE WASTE WITHOUT PONDING REFER TO BCA 3.8.1.10  
BOND BREAKERS MUST BE INSTALLED AT ALL WALL / FLOOR, HOB / WALL JUNCTIONS AND AT MOVEMENT JOINTS  
BOND BREAKERS MUST OF THE TYPE COMPATIBLE WITH THE FLEXIBILITY CLASS OF THE MEMBRANE USED

## WET AREA GENERAL NOTES / DETAILS SHEET B

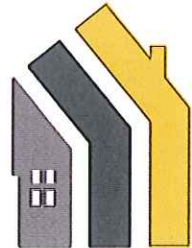


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PROPOSED DWELLING  
FOR : G.J. GARDNER HOMES  
LOT : 3, No. 34  
HILLARY STREET  
ST. LEONARDS

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**Standard Form Contract for Sale of Real Estate in Tasmania  
The Standard Conditions of Sale (2018)**

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The Standard Form Contract for Sale of Real Estate in Tasmania, as approved for use by the Law Society of Tasmania and the Real Estate Institute of Tasmania, is made up of two parts:

1. the agreed variables and non-standard clauses, known as “the Particulars of Sale (2018)”; and
2. the standard clauses known as “the Standard Conditions of Sale (2018)”.

The Standard Conditions of Sale are adopted as part of the Contract by signature of the Particulars of Sale.

The parties may add special clauses in the Particulars of Sale, for instance to make their agreement subject to finance, sale, inspection or other issues.

The Particulars of Sale may vary the Standard Form Contract and will have priority if there is any inconsistency with the Standard Conditions of Sale.

The drafting of the Particulars of Sale should make evident changes to the provisions of the Standard Form Contract.

Words defined in the Particulars of Sale have that meaning when used in the Standard Conditions of Sale.

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**1 Agreement to sell and buy**

The Vendor agrees to sell, and the Purchaser agrees to buy, free from encumbrances, the Property and the Chattels.

---

**2 Sale Price and Deposit**

- a) The Sale Price is payable as follows:
  - i) the Deposit, to the Deposit Holder as stakeholder at the Deposit Payment Time; and
  - ii) the balance, either in cash or by a cheque drawn by a bank, on the Completion Date.
- b) The Chattels Value is included in the Sale Price.
- c) If no Chattels Value is included in the Particulars of Sale, then the Chattels Value will be the written down value of the Chattels in the Vendor’s taxation records for the year ending 30 June before the Completion Date.
- d) If the Chattels do not have a written down value in the Vendor’s taxation records, then the Chattels Value is nil.

---

**3 Completion**

- a) The parties must complete this Contract on the Completion Date.
- b) On the Completion Date the Vendor must:
  - i) make the Property available to the Purchaser as specified in the Particulars of Sale under the heading “Availability”;
  - ii) deliver to the Purchaser the documents of title to the Property and possession of the Chattels; and
- c) On the Completion Date the Purchaser must:
  - i) pay all money payable on the Completion Date under this Contract;
  - ii) authorise release of the Deposit held by the Deposit Holder; and
  - iii) satisfy all the Purchaser’s other obligations under this Contract due to be performed on or before the Completion Date.
- d) No later than two (2) business days prior to completion of this Contract the Vendor must supply to the Purchaser all the information relating to the Vendor and to the Property (including without limitation a Transferor (Vendor) Transaction Certificate in the form prescribed by the Tasmanian State Revenue Office)

required by the Purchaser for assessment and payment of duty on and registration of the transfer of the title to the Property and the Chattels.

- e) Notwithstanding any other term of this Contract the Purchaser will not be obliged to complete the Contract any earlier than the date which is two (2) business days from the date upon which the said information is provided by the Vendor to the Purchaser.

---

#### **4 Conditions precedent to completion**

- a) It is a condition precedent to the Purchaser's obligation to complete this Contract that, except as disclosed in the Particulars of Sale, there is no legal restriction:
  - i) at the Contract Date still existing at the Completion Date,
  - ii) that may hinder or prevent the Purchaser from using the Property for the Purchaser's Required Use,
  - iii) which is not a restriction applicable to use of all property in Tasmania.
- b) The term "legal restriction" includes, without limitation, restriction by:
  - i) an easement,
  - ii) a covenant,
  - iii) a requirement or order of a statutory body, or
  - iv) a requirement or order of a statutory planning agreement, planning scheme or planning permit.
- c) The party benefited by a condition precedent may waive the benefit of the condition precedent.
- d) Apart from the condition precedent in clause 4(a), the party benefited by a condition precedent must use all reasonable endeavours to fulfil the condition precedent within the period stated for doing so.
- e) To be effective, a waiver of a condition precedent must be given within the period allowed for its satisfaction.
- f) If the party specified to benefit by a condition precedent does not give unconditional notice of either satisfaction or waiver of that condition precedent, in one of the ways specified in clause 16, before the period for satisfying that condition precedent expires, then the other party may treat this Contract as at an end, and each party:
  - i) is then released from their obligation to further perform the Contract, apart from the return to the Purchaser of any deposit paid; and
  - ii) retains the rights they have against the other party because of a prior breach.

---

#### **5 Ownership**

Ownership of the Property and the Chattels passes on completion.

---

#### **6 Removal of goods**

- a) Before completion the Vendor must remove from the Property all items not included in the sale.
- b) The Vendor cannot claim from the Purchaser for items left on the Property for more than seven (7) days after written notice to remove. That notice will not be effective if served before completion.
- c) The Vendor must indemnify the Purchaser against all claims made against the Purchaser about items not included in the sale, but left on the Property after completion.

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#### **7 Easements and covenants**

Except as the Contract otherwise provides, the Purchaser accepts the Property:

- a) together with all easements and covenants benefiting it, and
- b) subject to all easements and covenants that are:
  - i) registered,
  - ii) apparent from an inspection of the Property, or
  - iii) disclosed in this Contract, and
- c) the Purchaser cannot object to any such easements or covenants.

---

## 8 Title warranties

The Vendor warrants to the Purchaser that, at completion:

- a) the Vendor will provide a good marketable documentary title to the Property;
- b) none of the Chattels will be encumbered in any way;
- c) the Chattels and the Property will either be the Vendor's absolute property, or the Vendor will have the power to require a transfer of the title to the Purchaser; and
- d) the Property will be free from charges payable to any authority, either now or in the future, for anything that has occurred before the Contract Date. The Vendor indemnifies the Purchaser against all liability of that kind.

---

## 9 Other warranties

- a) Subject to the risk of accidental damage to the Property and the Chattels passing to the Purchaser from the date of contract, the Vendor warrants to the Purchaser that, at completion the Property and the Chattels will be at least as clean, tidy and in good repair as when last inspected by the Purchaser prior to the contract.
- b) Except as otherwise agreed in the Contract or as required by law, the Property is sold "As Is/ Where Is" and, the Vendor makes no legally binding warranty, description, or representation of any kind as to:
  - i) the physical nature of the Property; or
  - ii) the Property having any permits or certificates of completion or occupancy.

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## 10 GST

- a) If the GST Treatment in the Contract is "The sale is not a taxable supply" the Vendor warrants to the Purchaser that one or more of the following applies:
  - i) the sale is not in the course or furtherance of an enterprise carried on by the Vendor;
  - ii) the Vendor is neither registered, nor required to be registered, for GST; or
  - iii) the sale is an input taxed supply of residential premises to be used predominantly for residential accommodation, and not new residential premises.
- b) If the GST Treatment in the Contract is "The sale is not a taxable supply":
  - i) the Vendor cannot recover from the Purchaser any GST payable on supplies under this Contract; and
  - ii) the Vendor makes no warranty that the Purchaser will receive any GST Tax Credits on supplies under this Contract.
- c) If the GST Treatment in the Contract is 'Margin Scheme' the Sale Price is inclusive of GST and the parties agree that the margin scheme applies.
- d) If there is no indication of GST Treatment in the Contract then this clause 10 does not apply to this Contract.
- e) A word defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has that meaning when used about GST in this Contract.
- f) This clause 10 does not merge on completion

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## 11 GST Withholding Treatment

- a) The parties agree and acknowledge that the indication as to GST Withholding Treatment, together with the balance of this Contract, serves as notice from the Vendor as required by section 14-255 of the *Taxation Administration Act 1953* (Cth).
- b) If the GST Withholding Treatment in the Contract is 'GST Withholding not required because Sale is not a taxable supply' then the Vendor notifies and warrants to the Purchaser that no withholding is required and that the sale is not a taxable supply.
- c) If the GST Withholding Treatment in the Contract is 'GST Withholding not required because Sale is GST-free' then the Vendor notifies the Purchaser that no withholding is required.
- d) If the GST Withholding Treatment in the Contract is 'GST Withholding not required because Sale not new residential premises or potential residential land' then the Vendor notifies and warrants to the Purchaser that no withholding is required and that:
  - i) the Property is not new residential premises (unless the new residential premises have been created through substantial renovations of a building or is new commercial residential premises); and
  - ii) the Property is not potential residential land that is included in a property subdivision plan (unless the Property contains a building that is in use for a commercial purpose).

- e) If the GST Withholding Treatment in the Contract is 'GST Withholding not required because the Property is potential residential land and the Purchaser is registered and has a creditable purpose' then:
- i) the Vendor warrants to the Purchaser that the Property is potential residential land that is included in a property subdivision plan and does not contain a building that is in use for a commercial purpose; and
  - ii) the Purchaser warrants to the Vendor that:
    - (1) the Purchaser is registered for GST; and
    - (2) the Purchaser is acquiring the Property for a creditable purpose,
 and, in reliance on the Purchaser's warranty, the Vendor notifies the Purchaser that no withholding is required.
- f) If the GST Withholding Treatment in the Contract is 'GST Withholding required and Property entirely new residential premises and/or potential residential land' then the following clauses apply:
- i) The Vendor hereby notifies the Purchaser that the Purchaser must withhold the following amount ('the Withholding Amount') pursuant to section 14-250 of the *Taxation Administration Act 1953* (Cth):
    - (1) If the GST Treatment in the Contract is 'Margin Scheme' then 7% of the Contract Price;
    - (2) If the GST Treatment in the Contract is 'The sale is a taxable supply and GST is included in the Sale Price according to the special clause added' then 1/11<sup>th</sup> of the Contract Price; or
    - (3) If the GST Treatment in the Contract is 'The sale is a taxable supply and GST is added to the Sale Price according to the special clause added' then 10% of the Contract Price, and the Contract Price is the Sale Price.
  - ii) The Purchaser must lodge with the Australian Taxation Office;
    - (1) Form 1 (GST property settlement withholding notification online form), and provide the Payment Reference Number ('PRN') and Lodgement Reference Number to the Vendor, along with the payment slip that contains the PRN and is produced when Form 1 is lodged ('the Payment Slip'), prior to completion as a condition precedent to the Vendor's obligation to complete this Contract; and
    - (2) Form 2 (GST property settlement date confirmation online form), which the Purchaser warrants that the Purchaser will lodge on the date of completion.
  - iii) The Purchaser must procure a cheque drawn by a bank for the Withholding Amount ('the Withholding Cheque') payable to the Deputy Commissioner of Taxation and that cheque must be dealt with at completion or when the Purchaser first provides consideration, other than a deposit held on trust, to the Vendor if that is earlier than completion ('the Withholding Date').
  - iv) If the Vendor is represented by a Solicitor or Licensed Conveyancer ('the Vendor's Representative') then this clause 11(f)(iv) applies:
    - (1) The Purchaser must provide the Withholding Cheque to the Vendor's Representative on the Withholding Date and the parties agree that this fulfils the Purchaser's obligations to withhold the GST Withholding Amount.
    - (2) The Vendor must provide the Purchaser with an acknowledgement of receipt for the Withholding Cheque.
    - (3) The Vendor warrants that the Vendor will forward the Withholding Cheque, together with the Payment Slip, to the Deputy Commissioner of Taxation, as soon as practicable after the Withholding Date.
  - v) If the Vendor is not represented by a Solicitor or Licensed Conveyancer then the Purchaser warrants that the Purchaser will forward the Withholding Cheque, together with the Payment Slip, to the Deputy Commissioner of Taxation as soon as practicable after the Withholding Date.
  - vi) Unless the GST Treatment in the Contract is 'The sale price is a taxable supply and GST is added to the Sale Price according to the special clause added' then the balance of the Sale Price referred to in clause 2(a)(ii) of this Contract is taken to be net of the Withholding Amount.
  - vii) If the Purchaser makes a nomination pursuant to clause 12 of this Contract, then the nominee must fulfil the obligations in this clause 11(f).
- g) If the GST Withholding Treatment in the Contract is 'GST Withholding required and Property is not entirely new residential premises and/or potential residential land' the Vendor must serve written notice on the Purchaser complying with section 14-255 of the *Taxation Administration Act 1953* (Cth) at least three (3) Business Days prior to the Withholding Date and to which clauses 11(f)(i)-(vii) of this Contract applies.
- h) If no GST Withholding Treatment is indicated in the Contract and the property is residential premises or potential residential land, the Vendor must provide the Purchaser with a written notification in accordance with section 14-255 of the *Taxation Administration Act 1953* (Cth) at least three (3) Business Days prior to the Withholding Date and in relation to which clauses 11(f)(iii)-(vii) of this Contract applies despite there being no GST Withholding Treatment indicated.
- i) If the Vendor does not fulfil the Vendor's obligation in clause 11(g) or 11(h) then the Purchaser may, at the Purchaser's discretion:
- i) provide to, at the Purchaser's discretion:

- (1) the Vendor's Representative on the Withholding Date (in which case clause 11(f)(iv)(3) applies); or
- (2) to the Deputy Commissioner of Taxation as soon as practicable after the Withholding Date (in which case the Purchaser warrants to do so), a cheque drawn by a bank payable to the Deputy Commissioner of Taxation for the Withholding Amount as determined by clause 11(f)(i)(3) of this Contract, but if the Withholding Amount is indeterminable, then for 10% of the Sale Price; and
- ii) provide to the Vendor or the Vendor's Representative a cheque drawn by a bank for the balance referred to in clause 2(a)(ii) of this Contract net of the amount of the cheque referred to in clause 11(i)(i), but the Purchaser must notify the Vendor in writing prior to the Withholding Date of the Purchaser's intention to exercise this discretion and that notification must specify whether the Purchaser elects to provide the cheque in accordance with clause 11(i)(i)(1) or 11(i)(i)(2), and if the discretion is exercised then the Vendor must treat the above as fulfilling the Purchaser's obligations in clause 2(a)(ii) of this Contract.
- i) Where the Vendor provides a notification for the purpose of section 14-255 of the *Taxation Administration Act 1953* (Cth) that is separate from this Contract, the Vendor warrants to the Purchaser that the contents of that notification are accurate.
- k) Where one party makes a warranty to the other party in this clause 11, that party also indemnifies the other party for all liability, costs and expenses that result from the breach of that warranty.
- l) A word defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) or Taxation Administration Act 1953 (Cth) has that meaning when used about GST in this Contract.
- m) This clause does not merge on completion.

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## 12 Nominee

- a) The Purchaser may nominate, in writing, other persons or corporations to complete this Contract.
- b) The Purchaser remains personally liable to the Vendor to perform all the Purchaser's obligations under this Contract regardless of any nomination.

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## 13 Joint and several liability

Each person or corporation named as comprising a party to this Contract is liable both jointly and severally.

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## 14 Rights after completion

After completion:

- a) the Purchaser retains the benefit of title warranties to the Chattels; and
- b) each party retains the benefit of all provisions requiring or contemplating that the other party must do something after completion.

---

## 15 Boundary fences

- a) The Purchaser cannot require the Vendor to contribute to the cost of erecting or repairing a dividing fence or wall between the Property and any adjoining land owned by the vendor.
- b) The Purchaser indemnifies the Vendor against all claims of that kind.

---

## 16 Notices

- a) Unless the contract otherwise requires, a party may serve notices in other ways, but a notice given by one party to the other is properly given if:
  - i) signed by any one or more persons or companies constituting the party giving the notice, or their solicitor or conveyancer, and
  - ii) given to the receiving party or their solicitor or conveyancer, either
    - (1) personally; or
    - (2) by post to, or left at, the receiving party's address shown on this Contract; or
    - (3) by post to, or left at, the office of the receiving party's solicitor or conveyancer; or
    - (4) by facsimile transmission; or
    - (5) by email sent to an email address the recipient has, in the course of this transaction, nominated, acknowledged or used.
- b) A notice is properly given if given to any one or more of the persons or companies constituting the receiving



party for all of them.

- c) A notice is taken to be received:
  - i) if hand delivered, on delivery;
  - ii) if sent by prepaid post, five days after the date of posting;
  - iii) if sent by facsimile, at the time shown of correct and complete transmission to the recipient's facsimile number by the sending machine; or
  - iv) if sent by email, when the email becomes capable of being retrieved by the recipient at an electronic address nominated, acknowledged or used by the recipient.

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## 17 Time

In this Contract:

- a) when a period dated or calculated from a given day, act, or event, is prescribed or allowed for any purpose, that period excludes that day, or the day of that act or event, as the case may be;
- b) time extends until the next Business Day if the time for doing something falls on a day other than a Business Day;
- c) a "Business Day" is a day other than a Saturday, Sunday, or a statutory holiday (as defined in the Statutory Holidays Act 2000) applicable to an area in which any part of the Property is located; and
- d) only Business Days are counted for periods shorter than seven (7) days specified in this Contract.

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## 18 Default

- a) After the Completion Date, a party may, by fourteen (14) days notice to the other, make the time for completion essential so that failure to complete will constitute a fundamental breach of this Contract justifying termination.
- b) If the Purchaser fails to complete the Contract in accordance with its terms then, unless the failure is due to the Vendor's wilful default, on termination of the Contract:
  - i) the deposit is forfeited to the Vendor; and
  - ii) in addition to any other remedies available:
    - (1) the Vendor may resell the Property and the Chattels in any manner and on any terms the Vendor chooses;
    - (2) the Vendor may claim any loss on resale from the Purchaser as liquidated damages; and
    - (3) any profit on resale will belong to the Vendor.

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## 19 Cooling Off

Unless the Particulars of Sale otherwise provide, the Purchaser may terminate the contract, by serving on the Vendor notice of such termination within three (3) Business Days of when the contract is made, and then:

- a) the obligations of the parties to complete ends; and
- b) the Purchaser will be entitled to any deposit paid but neither party will be otherwise entitled to any compensation.

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## 20 Foreign resident withholding tax

- a) For the purposes of this clause:

**"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date of completion of this Contract;

**"CGT Withholding Amount"** means the amount determined under s14-200(3) (a) of the Withholding Law or, if a copy is provided to the Purchaser prior to completion of this Contract, a lesser amount specified in a variation notice under s14-235 of the Withholding Law; and

**"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

- b) This clause applies (despite any other provision of this Contract) if:
  - i) The market value of the Property at the Contract Date is \$750,000.00 or more and this sale is not otherwise an excluded transaction under s14-215 of the Withholding Law; and
  - ii) The Vendor has not given to the Purchaser at least two (2) business days prior to completion of this Contract for each person comprising the Vendor:
    - A. An ATO Clearance Certificate; or
    - B. A variation notice under s14-235 of the Withholding Law which remains current at the date of completion of this Contract varying the CGT Withholding Amount to nil.
- c) If this clause applies then:
  - i) The Purchaser or the Purchaser's duly authorised representative must lodge a Foreign Resident Capital Gains Withholding Purchaser Payment Notification Form with the Australian Taxation Office for each person comprising the Purchaser and give copies to the Vendor with the payment reference numbers (PRN) on or before completion of this Contract;
  - ii) The Purchaser or the Purchaser's duly authorised representative must on completion of this Contract:
    - A. Show to the Vendor or the Vendor's duly authorised representative a cheque drawn by a bank for the CGT Withholding Amount payable to the Deputy Commissioner of Taxation and provide to the Vendor or the Vendor's duly authorised representative a photocopy of that cheque; or
    - B. Provide to the Vendor or the Vendor's duly authorised representative such other assurance that payment of the CGT Withholding Amount will be made as may be approved and accepted by or on behalf of the Vendor.
  - iii) The Purchaser must pay the CGT Withholding Amount to the Australian Taxation Office and give the Vendor within two (2) business days of completion of this Contract evidence that it has done so;

and the monies otherwise payable by the Purchaser to the Vendor upon completion of this Contract will be reduced by the amount of the CGT Withholding Amount.

- d) For the purposes of this clause the market value of the Property is taken to be the Sale Price less any GST included in the Contract Price for which the Purchaser is entitled to an input tax credit unless:
  - i) The Contract Price is for assets in addition to the Property; and
  - ii) No later than two (2) business days prior to the date of completion of this Contract, the Vendor gives to the Purchaser a valuation of the Property as at the Contract Date prepared by a registered valuer; in which case the market value of the Property will be as stated in the valuation.

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## 21 Payment and apportionment of charges

- a) The Vendor must pay all land tax, rates, contributions to any body corporate related to the Property, charges and assessments charged, or to be charged, against the Property ("the Charges") for the period ending on the 30th of June after completion ("the Adjustment Period").
- b) The Charges for the Adjustment Period must be apportioned as at the earlier of:
  - i) the date of possession; and
  - ii) the date of completion.
- c) Any rebate, indemnity or concession available to the Vendor must be ignored when calculating the Charges, unless the rebate, indemnity or concession reduces a Charge to zero, in which case there must be no apportionment of that Charge.
- d) Land tax must be apportioned as if the Property were the Vendor's only Tasmanian land.



### CAUTIONARY NOTES

- *Clause 20 (d) specifies the meaning of the market value of the Property **for the purposes of clause 20**, but not for the purposes of the Withholding Law.*
- *Clause 11(f)(i) specifies the meaning of Withholding Amount and Contract Price for the purpose of clause 11, but not for the purpose of the GST Withholding provisions in the Taxation Administration Act 1935 (Cth).*
- *The provisions of clause 11 and clause 20 do not exhaustively specify all of the statutory obligations of the Vendor and the Purchaser pursuant to the Taxation Administration Act 1935 (Cth).*
- *The Vendor's and the Purchaser's compliance with the provisions of clause 11 and clause 20 may not necessarily constitute full compliance with their statutory obligations.*
- *The parties should take appropriate professional advice with respect to:*
  - *The market value of the Property for the purposes of the Withholding Law;*
  - *The Withholding Amount and the Contract Price for the purpose of the Taxation Administration Act 1935 (Cth); and*
  - *The Vendor's and the Purchaser's statutory obligations pursuant to the Taxation Administration Act 1935 (Cth).*

**The parties confirm they have:**

- **carefully read the Standard Conditions of Sale and the Particulars of Sale, and**
- **had the opportunity to take necessary advice before signing the Particulars of Sale.**

*Vendor Signature* .....  
in the presence of: *Witness Signature* .....

*Purchaser Signature* .....  
in the presence of: *Witness Signature* .....

**© Law Society of Tasmania**

*Property Address* .....  
*File Reference* .....