

# Contract for Sale

## SCHEDULE

<b>LAND</b>	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				Part existing 46 (To become 47)	50	Macquarie
		and known as Bowman Street, Macquarie				
<b>SELLER</b>	Full name ACN/ABN Address	<b>Bowman Development Corporation Pty Limited</b> ACN 161 471 067 Unit 5, 28 Eyre Street, Kingston ACT 2604				
<b>SELLER SOLICITOR</b>	Firm	<b>Bradley Allen Love Lawyers</b>				
	Ref	Susan Proctor				
	Phone	02 6274 0978				
	Fax	02 6274 0888				
	DX/Address	DX 5626 Canberra				
<b>STAKEHOLDER</b>	Name	Bradley Allen Love Lawyers Trust Account				
<b>SELLER AGENT</b>	Firm	<b>Colliers International (ACT) Pty Ltd</b>				
	Ref					
	Phone	02 6257 2121				
	Fax	02 6257 2937				
	DX/Address	GPO Box 449, Canberra ACT 2601				
<b>RESTRICTION ON TRANSFER</b>	Mark one	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> s. 251 <input type="checkbox"/> s. 265 <input type="checkbox"/> s. 298				
<b>LAND RENT</b>	Mark One	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>OCCUPANCY</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
<b>BREACH OF COVENANT OR UNIT ARTICLES</b>	Description (Insert other breaches)	As disclosed in the Required Documents				
<b>GOODS</b>	Description	As per Inclusions List				
<b>DATE FOR REGISTRATION OF UNITS PLAN</b>	In accordance with Special Condition 52					
<b>DATE FOR COMPLETION</b>	In accordance with Special Condition 66					

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.		
<b>BUYER</b>	Full Name ACN/ABN Address	
<b>BUYER SOLICITOR</b>	Firm	
	Ref	
	Phone	
	Fax	
	DX/Address	
<b>PRICE</b>	Price	\$ (GST inclusive unless otherwise specified)
	Less Deposit	\$ (10% of Price)
	Balance	\$
<b>DATE OF THIS CONTRACT</b>		

<b>CO-OWNERSHIP</b>	Mark one (Show shares)	<input type="radio"/> Joint tenants <input type="radio"/> Tenants in common in the following shares
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<b>READ THIS BEFORE SIGNING</b>
Before signing this contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

Seller signature Refer Execution Page	Buyer signature
Seller Witness signature Refer Execution Page	Buyer Witness signature

## REQUIRED DOCUMENTS (RESIDENTIAL PROPERTIES ONLY)

The following marked documents are attached and form part of this Contract. The Buyer acknowledges that by execution of this Contract the Buyer certifies in writing that the Buyer received the marked documents prior to entering into this Contract.

- ☒ Crown lease of the Land (including variations)
- ☒ Current edition of the certificate of title for the crown lease
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☐ Encumbrances shown on the certificate of title (excluding any mortgage or other encumbrances to be discharged)
- ☐ If there is an encumbrance not shown on the certificate of title – a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- ☒ Lease Conveyancing Inquiry Documents for the Property
- ☐ Building Conveyancing Inquiry Document (except if:
  - the Property is a class A Unit
  - the residence on the Property has not previously been occupied or sold as a dwelling or
  - this Contract is an "off-the-plan purchase")
- ☐ Building and Compliance Inspection Report(s) (except if s. 9(2)(a)(ii) or s.9(2)(a)(iii) of the Sale of Residential Property Act applies). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale, and if the Seller has obtained 2 or more reports in that period, each report.
- ☐ Pest information (except if the property is a class A Unit, or is a residence that has never been occupied):  
Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.  
If the Property is off-the-plan
  - ☐ proposed plan
  - ☐ inclusions list
- If the Property is a Unit where the Units Plan has registered:
  - ☐ Units Plan concerning the Property
  - ☐ current editions of the certificate of title for the Common Property
  - ☐ (if the unit is a Class A Unit) minutes of meetings of the Owners Corporation and executive committee for the 2 years before the Property was advertised or offered for sale
  - ☐ Section 119 Certificate
  - ☐ registered variations to the articles of the Owners Corporation
- If the Property is a Unit where the Units Plan has not registered:
  - ☒ proposed Units Plan or sketch plan
  - ☒ inclusions list
  - ☒ the Default Rules
  - ☒ details of any contract the Developer intends the Owners Corporation to enter, including—
    - the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
    - any personal or business relationship between the Developer and another party to the contract
  - ☒ the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered
  - ☒ if a Staged Development of the Units is proposed—the proposed Development Statement and any amendment to the statement
- If the Property is a Lot that is part of a Community Title Scheme:
  - ☐ Section 67 Statement, as first or top sheet
  - ☐ Community Title Master Plan
  - ☐ Community Title Management Statement
- If the Property is a Lot that will form part of a Community Title Scheme:
  - ☐ proposed Community Title Master Plan or sketch plan
  - ☐ proposed Community Title Management Statement

## GST

- ☐ Not applicable
- ☐ Input taxed supply of residential premises
- ☒ Taxable supply (including new residential premises)
- ☐ GST-free supply of going concern
- ☐ Buyer and Seller agree to apply margin scheme

## TENANCY

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

## ANNEXURES

- ☐ Annexure A – Subject to Finance
- ☐ Annexure B – Deposit by Instalments

## INVOICES

- ☐ Building and Compliance Inspection Report
- ☐ Pest Inspection Report

## ASBESTOS

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

## TENANCY SUMMARY

Premises		Expiry Date	
Tenant Name		Rent	
Commencement date		Rent review date	
Term		Rent review mechanism	

## MANAGING AGENT DETAILS FOR OWNERS CORPORATION OR COMMUNITY TITLE SCHEME (if no managing agent, secretary)

Name		Phone	
Address			



# Important Asbestos Advice for ACT homes built before 1985

**Asbestos is hazardous but it can be managed safely.**

**Follow the three steps for managing materials containing asbestos (MCAs) in your home.**

## Step 1. Identify where MCAs may be in your home

**When was your house built?**

- If your house was built before 1985, the table below gives you an indication of where you are likely to find MCAs in your home. There is also a diagram on the back of this sheet showing where MCAs are commonly found.
- If your house was built after 1985, it is unlikely to contain MCAs.
- If in doubt, assume that materials DO contain asbestos.

### Common locations of MCAs in ACT homes\*

(Percentage (%) of properties sampled where asbestos was detected)

Location	Pre 1965	1965–1979	1980–1984	1985–now <sup>†</sup>
Eaves	86%	92%	40%	0%
Garage/shed	80%	70%	15%	0%
Bathroom	54%	75%	50%	0%
Laundry	75%	80%	50%	0%
Kitchen	52%	23%	15%	0%

\* Results of 2005 Asbestos Survey of over 600 ACT Homes. <sup>†</sup> One MCA was found in a 1985 house supporting roof tiles on a gable end.

## Step 2. Assess the risk

**Visually check the condition of the MCA – is it cracked, broken, etc?**

- If it's in good condition and left undisturbed, it does not pose a health risk.
- If you suspect it is not in good condition, arrange for appropriate maintenance or removal by a qualified person.

## Step 3. Manage safely

**Make sure you remember to:**

- Keep an eye on MCAs to make sure they remain in good condition.
- Consider removal of the MCA by a qualified person, when renovating or doing home repairs.
- Inform tradespeople working on your home of the location of any possible MCAs.
- Engage a qualified person if you decide to obtain a professional asbestos report on MCAs in your home.

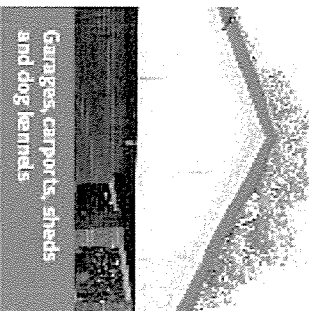
**For further information or advice on managing asbestos or home renovations visit the asbestos website [www.asbestos.act.gov.au](http://www.asbestos.act.gov.au) or call 13 22 81.**



**Asbestos Awareness.**  
Helping everyone breathe easier.

# Common locations of materials containing asbestos in ACT homes

If your house was built before 1985, some of the materials it was built from probably contain asbestos.



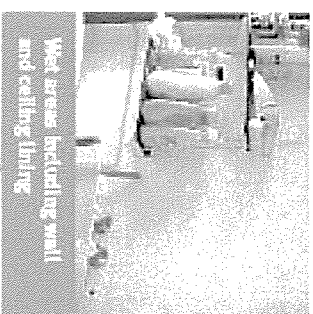
Garages, carports, sheds and dog kennels



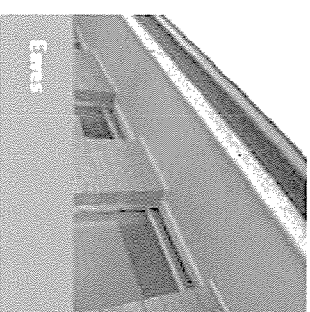
Corrugated asbestos roofing



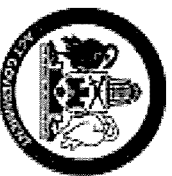
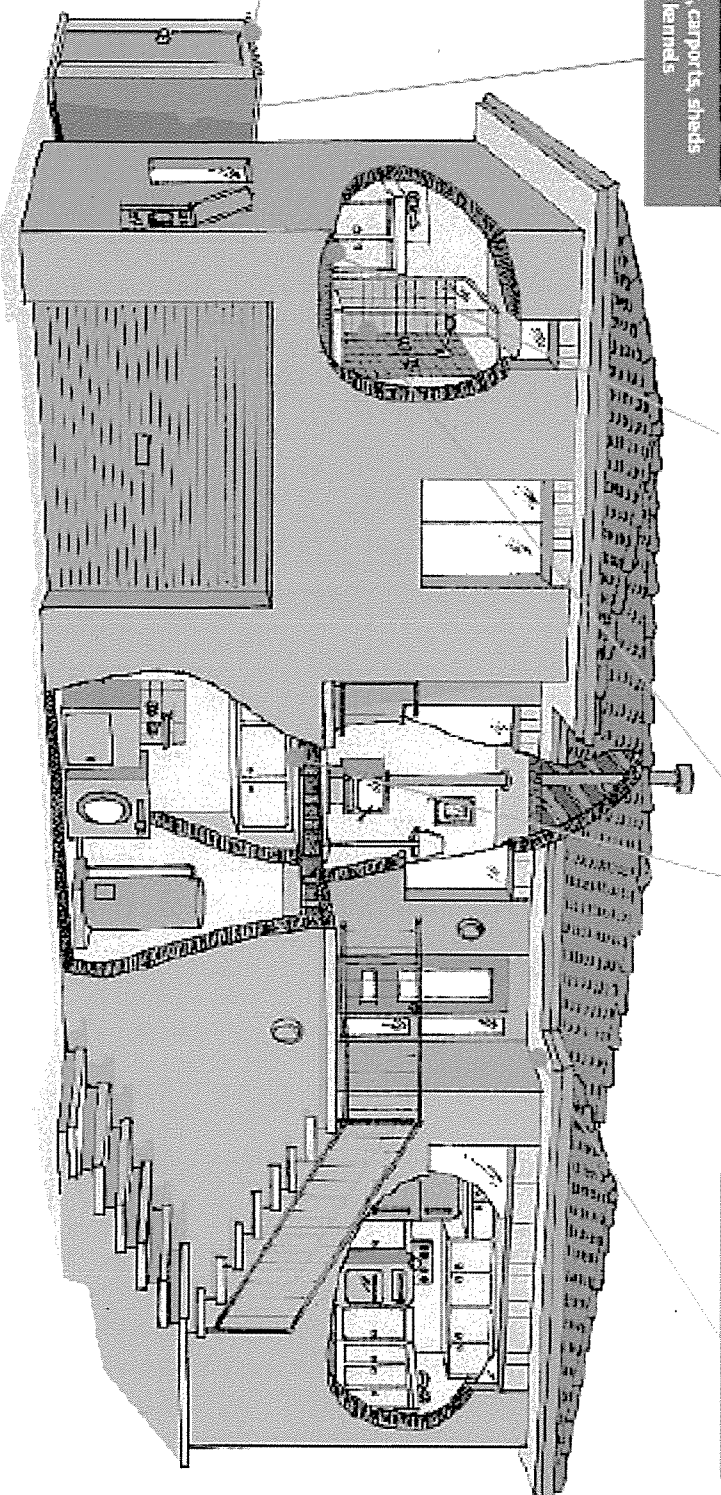
Wet areas including wall and ceiling lining



Wet areas including wall and ceiling lining



Frames



**Asbestos Awareness.**  
Helping everyone breathe easier.

EXECUTION PAGE

**Seller**

Signed at Canberra by )  
 )  
in my presence as Attorney for **BOWMAN** ) .....  
**DEVELOPMENT CORPORATION PTY LIMITED** )  
**ACN 161 471 067** under Power of Attorney registered )  
number: )  
who states that he/she has no notice of the revocation  
of such Power of Attorney under the authority of which  
he/she has just executed the within instrument and  
who is personally known to me.

.....  
Signature of Witness

.....  
Full Name of Witness

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## SPECIAL CONDITIONS

### 52. Definitions

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

**"Appointed Person"** means a director of the Seller.

**"Approvals"** includes, but is not limited to, all consents, finance arrangements, authorisations, registrations, filings, agreements, notifications, certificates, permissions, licence approvals, permits, authorities, insurances and exemptions necessary for undertaking and completing the Building Works.

**"Approval Date"** means 30 December 2017.

**"Area of the Unit"** means the total area combining the figures shown as "Living area" and "Balcony" on the Plan measured by the gross floor area being measured from the centre line of internal walls, the centre line of corridor walls and the external face of glazing and external walls and the balcony measured to the inner face of any balustrade, and excluding any void areas.

**"Asbestos"** has the same meaning given to it in the *Dangerous Substances Act 2004*.

**"Authority"** means any Government Department including Commonwealth, State or Local, body or instrumentality or any other Statutory Body which has jurisdiction over the Land or with whose systems the Land is or will be connected, and includes the registrar general of the Australian Capital Territory.

**"Bond"** means either:

- (a) a deposit bond issued to the Seller at the request of the Buyer in a form satisfactory to the Seller; or
- (b) a bank guarantee issued by a bank operating in Australia in a form satisfactory to the Seller.

**"Building Works"** means the construction of Parc - Stage 1 on the Land in accordance with the Plan and Development Statement.

**"Complex"** means the unit developments known as Macquarie Park Bowman Villas already erected on the Crown Lease and the unit development known as Parc – Stage 1 and the townhouses known as Redfern Rise – Stage 2 to be erected in stages over the Land as contained in the Crown Lease and as subdivided from time to time.

**"Crown Lease"** means part of the unexpired residue of the Lease contained in Crown Lease Volume 2124 Folio 64 Edition 1 Division Macquarie for Block 46 Section 50 and will be known as Division Macquarie Block 47 Section 50.

**"Date for Completion"** means the date determined pursuant to Special Condition 66.

**"Date for Registration of the Units Plan"** means 30 June 2019 and as otherwise extended pursuant to Special Condition 57.

**"Defect"** means any defect, fault or omission in the construction of the Unit as assessed against the National Construction Code (NCC) at the time construction of the Unit is completed.

**"Defects Liability Period"** means the period of 90 days commencing from the day following Completion.

**“Development Statement”** means the draft development statement annexed to this Contract and marked **“D”**

**“First Instalment of the Deposit”** means an amount equivalent to 5% of the Price.

**“Guarantee”** means the guarantee annexed to this Contract and marked **“A”**.

**“Inclusions”** means the inclusions listed in the Inclusions List.

**“Inclusions List”** means the list of inclusions annexed to this Contract and marked **“C”**.

**“Land”** means the part of Block 46 Section 50 Macquarie on which the Complex is to be erected.

**“Management Agreement”** means the management agency agreement between the Owners Corporation and Vantage Strata Pty Ltd for the management of the Owners Corporation following registration of the Units Plan annexed to this Contract and marked **“F”**.

**“Owners Corporation Budget”** means the budget for the first two (2) years of the Owners Corporation following registration of the Units Plan annexed to this Contract and marked **“E”**.

**“Plan”** means the Plan annexed to this Contract and marked **“B”**.

**“Rules”** means the rules of the Owners Corporation annexed to this Contract and marked **“G”**.

**“Staged Development Matter”** means any matter, other than the ordinary business of the Owners Corporation, that relates to the Development of the Land, including but not limited to:

- (a) any alterations to the Common Property ;
- (b) creating additional Common Property;
- (c) creating additional units in the Units Plan;
- (d) creating additional Unit Subsidiaries;
- (e) adjusting the boundaries of the Units Plan;
- (f) allocating an additional Unit Subsidiary to any unit in the Units Plan;
- (g) giving effect to the matters contained in the Contract;
- (h) creating or purporting to create any right, easement, restriction on use or positive covenant to any third party or authority; and/or
- (i) the staged Development of the Land.

**“Stages”** means Parc - Stage 1 and Redfern Rise – Stage 2 of the Complex as identified in the Development Statement.

**“Standard Terms”** means the standard Law Society of the Australian Capital Territory Contract for Sale (2016 edition) clauses forming part of this Contract.

**“Unit”** means the Unit the subject of this Contract and includes any Unit Subsidiaries.

**“Unit Subsidiary”** has the same meaning given to it in the *Unit Titles Act 2001* and as applicable for the Unit.

### **53. Amendments to Standard Terms**

The Standard Terms are varied or deleted as follows:

- (a) Clause 1.1 definition of "Land Charges" is amended by adding the words "including any Owners Corporation contributions" following the words "a periodic nature";
- (b) clauses 2.1, 2.2, 2.3 and 2.4 are deleted;
- (c) clause 5.2 is amended by deleting the words "Within 7 days after the Date of this Contract";
- (d) clauses 6.1 and 6.2 are deleted;
- (e) clauses 7.1.4, 7.2.3-7.2.6 are deleted;
- (f) clause 8 is deleted;
- (g) clause 10.1 is deleted;
- (h) clause 15.5 is deleted;
- (i) clause 17.1.1(a) is amended by deleting "5%" and replacing with "1%";
- (j) Clause 19.1 – the words in line 6 and 7 in brackets "(except so much of it as exceeds 10% of the Price)" are deleted and replaced with "(plus any GST assessed as payable on the deposit)";
- (k) clause 22.1.1 is amended by inserting the word "nil" before "%";
- (l) clause 22.1.2 is amended by inserting the word "ten" before "%" and the words "the date 7 days after" are deleted;
- (m) clause 28.2 is amended by deleting the words "or so much of as exceeds 5% of the Price";
- (n) clauses 32 and 33 are deleted;
- (o) clause 37.5 is amended by deleting the words "either the size or value of the Unit" and replacing with "the Area of the Unit";
- (p) clauses 37.3, 37.4 and 37.11.1 are deleted;
- (q) clauses 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50 are deleted.

## **54. Approvals**

54.1 Following the Date of this Contract, the Seller will take all reasonable steps to obtain the Approvals to commence the Building Works on the Land by the Approval Date.

54.2 In consideration of the Seller investigating the feasibility of the Building Works (or any part of it) and/or entering into the implementation of the Building Works (or any part of it), or creating the Building Works (or any part of it) and/or expending time and effort and/or other resources in connection with the proposed Building Works (or any part of it) and/or with the Building Works (or any part of it) the Buyer agrees that the Seller may by written notice to the Buyer:

- (a) extend the Approval Date; or
  - (b) rescind this Contract and the provisions of clause 21 will apply,
- if:
- (c) any Approvals are not given, or is withdrawn, changed, suspended or declared invalid; or



- (d) any Approvals are subject to conditions that the Seller is:
  - (i) unable to comply with; or
  - (ii) unwilling to comply with, or is dissatisfied with because, in the Seller's opinion, complying with the condition may prevent or hinder or delay the profitable completion and/or disposal of the Building Works or any part of it.

54.3 The Seller may rescind this Contract by written notice to the Buyer if the Seller is prevented from commencing, proceeding with or completing the Building Works due to any action, matter or thing outside the control of the Seller and the delay in the Building Works continues for a period of 90 days or more provided the Seller has taken all reasonable steps to remove the cause of the delay.

## **55. Staged Development**

55.1 The Seller discloses and the Buyer acknowledges that:

- (a) the Building Works are part of a mixed use staged development to be completed in accordance with the Development Statement;
- (b) some Services and common facilities may be shared between the Stages and the Complex;
- (c) some Services and common facilities may not be available on Completion if they are located in one of the Stages not yet completed or within the Complex;
- (d) the shared costs of the Services and common facilities may vary as the Stages are completed;
- (e) the Buyer is not liable to contribute funds to the Owners Corporation Budget for any uncompleted Stages;
- (f) the Owners Corporation will not use any amount from the Owners Corporation Budget in relation to any uncompleted Stages;
- (g) the Seller is permitted to make variations to the Development Statement;
- (h) at and following Completion there will be ongoing disruptions and inconveniences associated with subsequent Stages and Building Works;
- (i) as at the Date of this Contract the Seller has not concluded arrangements with providers for Services in relation to connection of Services to the Unit and the Complex;
- (j) the Seller may be required to enter into arrangements with providers for Services including but not limited to easements, exclusive licences and non-exclusives licences over the Common Property in this Unit Plan and or the rest of the Complex;
- (k) the Seller may be required to procure the Owners Corporation to ratify and/or agree to assume obligations under agreements in relation to those arrangements that are desirable or necessary for the operation of the Units Plan or to enter into arrangements with providers of Services following registration of the Units Plan and with respect to the Complex. It is not known as at the Date of this Contract the exact nature of those arrangements; and
- (l) it may be necessary to make variations to the Plan to meet the requirements of those Service providers.

55.2 The Buyer may make no objection, requisition or claim for compensation or delay completion or rescind or terminate this contract in respect of any matter disclosed in this Special Condition 55.

## **56. Building Works**

- 56.1 Subject to obtaining the Approvals, the Seller agrees to engage suitably qualified persons to undertake:
- (a) the construction on the Land of the Building Works; and
  - (b) the installation of the Inclusions in the Unit.
- 56.2 The Building Works are to be undertaken in accordance with the Plan and Development Statement in a proper and workmanlike manner.
- 56.3 Notwithstanding anything else in this Contract and in addition to clause 37.5, the Seller is permitted to make variations to:
- (a) the layout of the Unit (including any kitchen, bathroom, ensuite and laundry) to accommodate services, riser ducts and other structures arising out of final detailed design;
  - (b) the Inclusions, provided that inclusions of a similar quality are provided;
  - (c) Stage 1, provided that the location of the Unit does not change as a result of the variation; and
  - (d) the Plan or the Residential Building, provided that those variations do not result in any Unit Subsidiary as shown on the Plan being deleted.
- 56.4 The Buyer may make no objection, requisition or claim for compensation or delay completion or rescind or terminate this contract in respect of any matter disclosed in this Special Condition 56.

## **57. Units Plan**

- 57.1 Following completion of the Building Works, the Seller agrees to lodge for registration a Units Plan dividing Stage 1 on the Land into units, together with Common Property based on the Plan and Development Statement.
- 57.2 The unit entitlement of the Unit and all other units in Stage 1 will be in accordance with the allocation approved by the Authority.
- 57.3 In the event that the Units Plan is not registered by the Date for Registration of the Units Plan due to events beyond the reasonable control of the Seller, the Seller may extend the Date for Registration of the Units Plan by written notice to the Buyer.
- 57.4 Any one or more notices issued pursuant to Special Condition 57.3 may not extend the Date for Registration of the Units Plan by more than 12 months.
- 57.5 If the Units Plan is not registered by 30 June 2020, the Buyer may by written notice to the Seller require the Units Plan to be registered within 14 days of service of the written notice. If the Units Plan is not registered within the time frame specified in the written notice, the Buyer may any time after the expiry of the written notice rescind this Contract and the provisions of clause 21 will apply.
- 57.6 The Buyer cannot serve written notice rescinding the Contract if the Seller has already served written notice confirming the Units Plan has been registered pursuant to Special Condition 66.
- 57.7 The Buyer may not make any objection, requisition or claim, or delay completion, or rescind, or terminate this agreement in respect of any matter in this Special Condition 57.

**58. Unit Numbering**

- 58.1 The Seller discloses that the number allocated to the Unit as shown in the Plan may differ from the number allocated to the Unit following registration of the Units Plan. The Seller will notify the Buyer of the new unit number allocated to the Unit following registration of the Units Plan as soon as practicable. The Buyer may make no objection, requisition or claim or delay Completion if the number allocated to the Unit is changed.

**59. Car Parking**

- 59.1 The Unit includes a car parking space(s) as a Unit Subsidiary (ies) in Stage 1 in the location detailed in the Plan.
- 59.2 The location of the car parking space(s) detailed in the Plan may be changed by the Seller.
- 59.3 Where more than one car parking spaces are provided in a side by side configuration, the Seller may not alter the configuration of the car parking spaces such that they become tandem.
- 59.4 The Buyer may make no objection, requisition or claim or delay Completion:
- (a) due to the location of the car parking space(s) detailed in the Plan; or
  - (b) if the location of any car parking space is changed by the Seller.

**60. Storage**

- 60.1 The Unit includes a storage area as a Unit Subsidiary in Stage 1 in the location detailed in the Plan.
- 60.2 The location of the storage area detailed in the Plan may be changed by the Seller.
- 60.3 The Buyer may make no objection, requisition or claim or delay Completion:
- (a) due to the location of the storage area detailed in the Plan; or
  - (b) if the location of the storage area is changed by the Seller.

**61. Colour Selection**

- 61.1 The Buyer acknowledges the colour selection sheet attached to this Contract.
- 61.2 The Buyer must provide to the Seller a fully completed colour selection sheet on or before the Date of this Contract.
- 61.3 In the event that the Buyer fails to provide a fully completed colour selection sheet in accordance with this Special Condition, the Seller may, in its absolute discretion, complete the colour selection sheet on behalf of the Buyer.
- 61.4 The Buyer may make no claim, objection, rescind, delay or refuse to complete this Contract on the basis of the selection made by the Seller.

**62. Payment of Deposit by Instalments**

- 62.1 The Buyer must pay the Deposit to the Stakeholder on the Date of this Contract.
- 62.2 Notwithstanding Special Condition 62.1, the Seller will accept payment in two (2) instalments which the Buyer must pay as follows:
- (a) 5% of the Price on the Date of this Contract;
  - (b) the balance of the 10% deposit on the Date for Completion.

- 62.3 Time is of the essence with regard to Special Condition 62.2. The Buyer's obligations under Special Condition 62.2 bind the Buyer regardless of any indulgence, waiver or extension of time by the Seller to the Buyer.
- 62.4 The Deposit becomes the Seller's property on Completion or earlier termination of this Contract by the Seller due to the Buyer's default.
- 62.5 If the Deposit or any instalment of the Deposit is:
- (a) paid by cheque which is not honoured on first presentation; or
  - (b) not paid in accordance with the timeframes detailed in Special Condition 62.2;
- the Buyer is in default and the Seller may immediately and without notice otherwise necessary under clause 18 and clause 19 terminate this Contract.
- 62.6 The Buyer acknowledges that this Special Condition 62 is an essential term of this Contract.
- 62.7 This Special Condition does not apply if the Buyer pays the Deposit to the Seller by Bond in accordance with Special Condition 64.
- 63. Investment of Deposit**
- 63.1 The Seller and the Buyer authorise the Stakeholder:
- (a) to lodge the First Instalment of the Deposit as soon as practicable after the Date of this Contract in an interest bearing account at call in the name of the Stakeholder in trust for the Seller and the Buyer; and
  - (b) to withdraw the First Instalment of the Deposit and any interest earned on Completion, rescission or termination of this Contract (whichever occurs); and
  - (c) to pay the interest earned on the First Instalment of the Deposit in accordance with this Special Condition.
- 63.2 If this Contract is completed or rescinded, then the Seller and the Buyer are entitled to the interest earned on the First Instalment of the Deposit in equal shares.
- 63.3 If the Seller terminates this Contract due to a default by the Buyer, then the Seller is entitled to all interest earned on the First Instalment of the Deposit.
- 63.4 If the Buyer terminates this Contract due to a default by the Seller, then the Buyer is entitled to all interest earned on the First Instalment of the Deposit.
- 63.5 The Buyer acknowledges that bank charges and other similar charges and expenses are to be deducted from the total amount of interest before the interest is paid under this Special Condition 63.
- 63.6 Each party acknowledges that if it does not provide its Tax File Number to the Seller's solicitor before the First Instalment of the Deposit is invested then it is not entitled to be paid any interest in accordance with this Special Condition 63.
- 63.7 The parties acknowledge that the Stakeholder is not required to invest the First Instalment of the Deposit if the Deposit is less than \$10,000.00.
- 63.8 This Special Condition 63 does not apply in respect of the Deposit to the extent that the Deposit is paid by way of a Bond in accordance with Special Condition 64.

#### **64. Payment of Deposit by Bond**

- 64.1 The Buyer may pay the Deposit, being an amount equivalent to 10% of the Price, by delivering a Bond to the Seller's solicitor on or before the Date of this Contract.
- 64.2 Subject to Special Conditions 64.3 and 64.4, the delivery of the Bond to the Seller's solicitors will, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the Deposit in accordance with this Contract.
- 64.3 The Buyer must pay the amount stipulated in the Bond to the Seller by unendorsed bank cheque on the earlier of:
- (a) Completion of this Contract;
  - (b) termination of this Contract by the Seller due to the default of the Buyer; or
  - (c) any other time provided by the parties for the Deposit to be accounted for to the Seller.
- 64.4 If the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit then, to the extent that the amount has not already been paid by the Bond, the Buyer shall within 2 Business Days pay the Deposit (or so much of the Deposit as has not been paid) to the Stakeholder.
- 64.5 The Seller acknowledges that payment under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the Deposit under this Contract.
- 64.6 If 30 days prior to the expiration of the term of the Bond or if extended then 30 days prior to the expiration of the extended period of the Bond the Buyer has not either;
- (a) completed this Contract; or
  - (b) delivered to the Seller's solicitor a Bond in identical terms for an extended period; or
  - (c) paid the amount covered by the Bond by unendorsed bank cheque to the Stakeholder;
- the Buyer will be in default of this Contract.
- 64.7 If the Buyer is in default under this Special Condition 64 then immediately and without the notice otherwise necessary under Clause 18 the provisions of Clause 19 will apply.
- 64.8 The Buyer acknowledges that the Seller will have the right but not the obligation to renew the Bond on the Buyer's behalf and any payments made by the Seller to facilitate the renewal of the Bond shall be added to the Price on Completion.
- 64.9 If the insurance firm or bank issuing the Bond is placed under external administration of any nature before Completion, the Buyer must, within 24 hours, secure the Deposit referred to in the Contract to the Seller by either:
- (a) providing a replacement Bond by another bond provider reasonably acceptable to the Seller; or
  - (b) pay the Deposit in accordance with Special Condition 61 of this Contract;
- 64.10 This Special Condition 64 is for the benefit of the Seller.
- 64.11 The Buyer acknowledges that this Special Condition 64 is an essential term of the Contract.

#### **65. Pre-Completion Inspection**

- 65.1 The Seller or the Seller's Agent will provide notification to the Buyer that the Unit is ready for inspection prior to registration of the Units Plan.

- 65.2 The Buyer may attend the Unit and provide the Seller with a written list of Defects in relation to and located within the Unit within seven (7) days of the date of the inspection. The Buyer acknowledges that time is of the essence in respect of the time frame to provide written notice.
- 65.3 The Seller will use its best efforts to rectify any Defect notified to the Seller by the Buyer in accordance with Special Condition 65.2 prior to the Date for Completion.
- 65.4 If the Buyer submits a list of Defects in accordance with Special Condition 65.2, the Buyer may attend the Unit once more prior to the Date for Completion for the purposes of inspecting the rectification of the Defects notified to the Seller in accordance with Special Condition 65.2 ("the Second Inspection").
- 65.5 The Buyer acknowledges and agrees that it cannot submit a further list of Defects to the Seller at the time of the Second Inspection.
- 65.6 In the event that the Seller is unable to rectify any Defect notified in accordance with Special Condition 65.2 prior to the Second Inspection or the Date for Completion, the Buyer acknowledges and agrees that those unrectified Defects will be rectified in accordance with Special Condition 71 and the Buyer may make no claim, objection or delay Completion on the basis that the Seller is unable to rectify any Defect prior to the Date for Completion.

## **66. Completion**

- 66.1 Completion of this agreement is to take place within fourteen (14) days of written notification from the Seller to the Buyer of;
- (a) the registration of the Units Plan;
  - (b) the issue of the Unit Title in respect of the Unit; and
  - (c) the issue of all necessary approvals for occupation and use of the Unit.
- 66.2 Completion is to take place at the ACT Law Society Settlement Room at a time during normal business hours nominated by the Seller.
- 66.3 The Buyer acknowledges that the Compliance Certificate may be granted conditionally for reasons including but not limited to further landscaping or other works ("the Conditional Compliance Certificate").
- 66.4 The Seller agrees to comply with any conditions in the Conditional Compliance Certificate.
- 66.5 The Buyer may not make any objection, requisition or claim, or delay completion, or rescind, or terminate this agreement so long as the Buyer's occupation and use of the Unit is not materially restricted by the Conditional Compliance Certificate.

## **67. GST**

- 67.1 The Buyer acknowledges that the sale of the Unit is a taxable supply and that the Price is inclusive of GST.
- 67.2 A party's obligation to reimburse another party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.
- 67.3
- (a) If a payment under an indemnity gives rise to a liability to pay GST, the payer must pay, and indemnify the payee against, the amount of that GST.
  - (b) If a party has an indemnity for a cost on which that party must pay GST, the indemnity is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).

- (c) A party may recover payment under an indemnity before it makes the payment in respect of which the indemnity is given.

67.4 This Special Condition does not merge on completion.

67.5 In this Special Condition:

"**GST Act**" means A New Tax System (Goods & Services) Tax Act 1999.

"**GST**" means any tax imposed by the GST Act.

"**GST Rate**" means the prevailing rate of GST specified as a percentage.

"**taxable supply**" has the same meaning as in the GST Act.

## **68. Adjustments**

68.1 The Seller is entitled to the Income up to and including Completion. Following Completion the Buyer will be entitled to the Income.

68.2 The Seller is liable for all Land Charges up to and including the date of registration of the Units Plan. The Buyer is liable for all Land Charges following the date of registration of the Units Plan.

68.3 The parties agree that adjustments to the Price for Income and Land Charges under this Contract will be made on Completion with respect to Income from Completion and with respect to Land Charges from the date of registration of the Units Plan.

68.4 If any of the Land Charges contributions have not been assessed on Completion, all necessary adjustments between the Seller and the Buyer will be based upon the reasonable opinion of the Seller of the likely amounts. When actual assessments are made any adjustments will be promptly made between the parties.

68.5 If the Property is liable for land tax, the Seller will apportion the land tax payable between each of the units in the Units Plan according to unit entitlement of each unit regardless of whether the Buyer intends to reside in the Unit following Completion.

68.6 The Buyer may make no claim, objection, delay or refuse to complete due to any issues raised in this Special Condition 67.1.

## **69. Meter Connections**

69.1 The Buyer acknowledges that meters for supply of various services ("Meters") may not be connected to the Unit on completion and that the Buyer may be required to arrange and pay for the connection of the Meters to the Unit.

69.2 In the event that the Seller pays for the connection of the Meters to the Unit, then, on Completion, the Buyer must reimburse the Seller the cost for such connection.

## **70. Broadband or Voices Services**

70.1 The Buyer is responsible for payment of any moneys chargeable or charged by a telecommunications carrier for connection of the Unit to a broadband network or for activation of a broadband or voice service to the Unit (at any time before or after Completion).

70.2 In the event that the Seller pays such charges for the Unit before Completion, then, on Completion, the Buyer must reimburse the Seller the cost of the charges.

70.3 In the event that the Seller has not paid such charges for the Unit before Completion, then, on Completion, the Buyer must provide to the Seller a Bank Cheque drawn in favour of the telecommunications carrier for the full amount of that charge which the Seller will deliver to the telecommunications carrier.

70.4 This Special Condition 70 shall not merge on Completion of this Contract.

## **71. Defects Liability Period**

- 71.1 The Seller agrees to repair and make good at its own expense and in a proper and workmanlike manner any Defects in the Unit if:
- (a) a list of Defects are notified to the Seller in writing within the Defects Liability Period; and
  - (b) the Buyer makes the Unit available at the time or times notified to the Buyer by the Seller, its agents or contractors to enable rectification of the Defects to be completed in a prompt and timely manner.
- 71.2 The Seller is not required to repair or make good:
- (a) natural shrinkage in the Unit or Defects caused by natural shrinkage in the Unit; or
  - (b) minor faults or irregularities in natural materials used in the Unit; or
  - (c) superficial damage or faults in relation to building materials not located in the Unit; or
  - (d) any Defects in the Unit that arise from any act, omission or negligence of the Buyer, any occupier of the Unit or any guest, invitee, contractor or agent of the Buyer or any third party whether or not such third party is an invitee.
- 71.3 The Buyer acknowledges and agrees that the Seller is not required to fix or make good Defects relating to chips, cracks, scratches, marks, stains or any other superficial damage in finishes, balustrades, windows, Inclusions and appliances located within or adjacent to the Unit unless those defects are notified by the Buyer to the Seller accordance with Special Condition 65.2.
- 71.4 The Seller will not be liable to make good or repair any items within the Unit which are covered by a manufacturer's warranty.
- 71.5 Subject to Special Condition 71.8, the Buyer may submit only one list of Defects during the Defects Liability Period.
- 71.6 The Seller will repair and make good Defects notified by the Buyer to the Seller during the Defects Liability Period:
- (a) as soon as practicable after receiving the notice if the Defects:
    - (i) relates to supply or distribution of electricity or gas;
    - (ii) relates to sewerage or drainage; or
    - (iii) materially restrict or interfere with the proper use and enjoyment of the Unit by the Buyer;
  - (b) within 90 days of receipt of the notice for any other Defects.
- 71.7 The Buyer acknowledges that the Seller is under no obligation to repair or make good any Defects if the Defect arises from the act, omission or negligence of the Buyer, any occupier of the Unit or any guest, invitee, contractor or agent of the Buyer or any third party whether or not such third party is an invitee.
- 71.8 The submission of a list of Defects by the Buyer to the Seller during the Defects Liability Period for Defects listed in Special Condition 71.6(a) in no way derogates from the Buyer's rights to submit a list of Defects during the Defects Liability Period under Special Condition 71.5.



**72. Air Conditioning**

- 72.1 The Buyer acknowledges that following Completion it will be responsible for the repair and maintenance of the air conditioning system for to the Unit.

**73. Developer Disclosure**

- 73.1 The Seller discloses to the Buyer the following:

- (a) the Owners Corporation will enter into the Management Agreement;
- (b) the Owners Corporation will enter into contracts for Services contemplated by the Owners Corporation Budget;
- (c) the Seller does not intend that the Owners Corporation will enter into any contract where there is a personal or business relationship between the Seller and the other party to the contract;
- (d) the amount of the Buyer's contribution that will be used to service the contracts referred to in this Special Condition is based on the estimate detailed in the Owners Corporation Budget;
- (e) the Owners Corporation Budget has been prepared by a professional owners corporation manager;
- (f) the Rules;
- (g) the Schedule of Unit Entitlements; and
- (h) the Building Works will be a staged development to be completed in accordance with the Development Statement.

- 73.2 The Seller intends to pass a resolution during the Developer Control Period approving the keeping of animals on the following conditions:

- (a) the Buyer may keep up to two (2) small, quiet animals ("the Animals") within the Unit;
- (b) the Animals must remain within the boundary of the Unit at all times; and
- (c) the Owners Corporation may at any time revoke the approval to keep the Animals in the event that the Buyer's Animals cause a nuisance to other unit owners.

- 73.3 The Seller intends to pass a resolution during the Developer Control Period granting a special privilege to:

- (a) the Seller to erect signage for the purposes of selling and leasing activities in accordance with Special Condition 91.1; and
- (b) owners of any commercial unit for the purposes of erecting signage and outdoor seating areas in accordance with an approved signage plan approved by the Owners Corporation.

- 73.4 The Seller intends to pass the following resolutions during the Developer Control Period that:

- (a) the Owners Corporation may recover its legal fees and other costs from a unit owner incurred as a result of that unit owners breach or default;
- (b) unit owners are not permitted to display any signs in any external window to their unit or on the Common Property including "for sale" and "to let/lease" signs without the prior approval of the executive committee and in accordance with an approved signage plan approved by the Owners Corporation;

- (c) any window treatments used in a unit (including blinds, curtains, drapes, etc) when viewed from the outside of the unit must be coloured white, cream or black or otherwise approved by the Owners Corporation;
- (d) the owners of any commercial units will be responsible for the repairs and maintenance of:
  - (i) the common air conditioning system that services that unit despite the fact that part of the air conditioning plant may be located on the Common Property;
  - (ii) the commercial exhaust system that services that unit despite the fact that part of the ducting and plant may be located on the Common Property;
  - (iii) the waste management services that service that unit despite the fact that part of the waste management services may be located on the Common Property. The commercial unit owners must ensure that individual waste management services are maintained on a regular basis to the manufacturers specifications so as to minimise disturbance to other occupiers of units;
- (e) the Owners Corporation will grant any commercial units a special privilege to enable them to comply with their repair and maintenance obligations under Special Condition 73.4(d); and
- (f) a unit owner must not overload any floors, courtyard or balcony areas and must observe the maximum load limits in their unit and Common Property.

73.5 The Seller discloses that the contracts referred to in this Special Condition 73:

- (a) are not available as at the Date of this Contract as the Building Works have not been completed at the date of this Contract; and
- (b) will not be for a period longer than two (2) years.

73.6 The Buyer may make no objection, requisition or claim for compensation or delay completion or rescind or terminate this contract in respect of any matter disclosed in this Special Condition 73.

#### **74. Buyer Proxy**

74.1 The Buyer acknowledges and agrees that:

- (a) for a period of twelve (12) months from Completion ("the Proxy Period"), the Buyer and its mortgagee (if applicable) irrevocably appoints the Appointed Person as its proxy to vote on any matter set out in Special Condition 74.2 at any meeting of the Owners Corporation;
- (b) it has received valuable consideration for granting the proxy to the Appointed Person during the Proxy Period;
- (c) any act of the Appointed Person under proxy during the Proxy Period will be valid and enforceable as if it had been done by the Buyer;
- (d) it will ratify or confirm any act done by the Appointed Person under proxy during the Proxy Period; and
- (e) it must not vote in favour of any resolution of the Owners Corporation that would be inconsistent with this Special Condition.

74.2 The Appointed Person in its capacity as proxy for the Buyer may do anything in the name of the Buyer (and where relevant, its mortgagee) during the Proxy Period including but not limited to:

- (a) voting in favour of any resolution at a meeting of the Owners Corporation or providing consent in relation to a Staged Development Matter;
- (b) voting against any resolution at a meeting of the Owners Corporation or withholding consent to anything that may delay or prevent any Staged Development matter;
- (c) doing all things necessary in order to give effect to a resolution of the Owners Corporation in relation to any Staged Development Matter; and
- (d) exercising any rights, including rights to appoint a proxy or representative and voting rights, attaching to the Unit Entitlements.

74.3 In the event that the Buyer sells the Unit during the Proxy Period, the Buyer must do all things necessary to ensure that a transferee of the Unit from the Buyer:

- (a) enters into a written agreement with the Seller to give effect to this Special Condition; and
- (b) does not vote in favour of any resolution of the Owners Corporation that would be inconsistent with this Special Condition.

74.4 This Special Condition will not merge on Completion.

## **75. FIRB Approval**

75.1 The Buyer warrants that either:

- (a) it is not required to obtain permission from the Foreign Investment Review Board (“**FIRB**”) under the Foreign Acquisitions and Takeovers Act (“**FATA Act**”) in order to acquire the Property; or
- (b) it is required to obtain and has obtained permission from FIRB under the Act in order to acquire the Property in which case the remaining provisions of this Special Condition 75 apply.

75.2 The Buyer indemnifies the Seller against all costs, expenses, losses or damages incurred, paid or payable by the Seller arising from or connected with a breach of this warranty by the Buyer.

## **76. Asbestos**

76.1 The Seller discloses and the Buyer acknowledges that there may have been Asbestos in buildings on the Land which have been demolished prior to construction of the Building (“the Demolition”).

76.2 In the event that Asbestos is found during the Demolition, the Seller will remove the Asbestos in accordance with the relevant laws regarding the removal of Asbestos.

## **77. Guarantee**

77.1 If the Buyer is a corporation the Buyer must cause:

- (a) each director of that corporation; or
- (b) if the parent company of the Buyer is listed on a public stock exchange, that parent company,

to guarantee the obligations of the Buyer under this contract by duly completing and signing the Guarantee on or before the Date of this Contract.

77.2 If the Guarantee is not executed and delivered as required by this Special Condition 77:

- (a) the Buyer will be in breach of a fundamental and essential term of this Contract; and
- (b) the Seller will be entitled to enforce all remedies available under this Contract and at law for such breach.

## **78. Service of Notices**

78.1 Any notice served under this Contract must be in writing.

78.2 A notice may be served by:

- (a) leaving it at or sending it by registered post to the address of the party to be served as stated in the Front Schedule or as notified by that party to the other as that party's address for service under this Contract; or
- (b) serving it on a party's solicitor in any of the above ways or through the Document Exchange; or
- (c) sending it by facsimile transmission to a party's solicitor or to any other facsimile number notified in writing by that party as a facsimile number for service under this Contract; or
- (d) sending it by electronic mail ("email") to a party's solicitor email address as notified by the other solicitor from time to time. Service by email may be effected by sending it to the Buyer's solicitor's firm or an individual practitioner detailed in the Front Schedule.

78.3 A notice given or a document signed or served on behalf of any party hereto by its solicitor shall be deemed to have been given, signed or served by that party personally.

78.4 Any activity report or transmission advice slip issued by a facsimile machine to any party seeking to serve any other party by facsimile shall constitute sufficient and good proof of service for the purposes of this Contract.

78.5 Any delivery receipt issued by an email system to any party seeking to serve any other party by email shall constitute sufficient and good proof of service for the purposes of this Contract.

## **79. Notice to Complete**

79.1 In the event that the Seller serves a Notice to Complete on the Buyer pursuant to clause 18, the Seller, in its absolute discretion, may by written notice to the Buyer:

- (a) extend the date for Completion under the Notice to Complete; or
- (b) withdraw the Notice to Complete.

## **80. Depreciation Schedule**

80.1 If the Buyer requests within six (6) months of the end of the financial year in which Completion takes place that the Seller provides taxation information in relation to the Unit, the Seller will provide the Buyer with the details of the Seller's quantity surveyor so that the Buyer can obtain information to claim any depreciation or other taxation benefits in respect of the Unit.

80.2 The Buyer must pay the cost of obtaining the information from the Seller's quantity surveyor.

## **81. Caveat**

81.1 The Buyer must not lodge a Caveat over the Land for registration in respect of the Unit prior to Completion.

## **82. Death**

- 82.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to a party at law or in equity had this Special Condition 82 not been included in this Contract, should the Buyer die prior to Completion, the Seller may rescind this Contract by notice in writing and the provisions of clause 21 will apply.

## **83. Insolvency of the Buyer**

- 83.1 If the Buyer before Completion:

- (a) in the case of an individual:
  - (i) commits an act of bankrupt; or
- (b) in the case of a corporation:
  - (i) enters into a scheme;
  - (ii) makes any arrangement for the benefit of its creditors;
  - (iii) an order is made to wind up the Buyer;
  - (iv) a liquidator, administrator or official manager is appointed in respect of the Buyer;
  - (v) a mortgagee enters into possession of all or a substantial part of the assets of the Buyer;
  - (vi) is deemed by any relevant legislation to be unable to pay its debts;
  - (vii) a receiver, receiver and manager or agent of a mortgagee is appointed to all or a substantial part of the assets of the Buyer,

then the Buyer is in default under this Contract and the Seller may terminate this Contract and the provisions of Clause 19 will apply.

## **84. Real Estate Agent**

- 84.1 The Buyer warrants that the Buyer was not introduced to the Seller or to the Property directly or indirectly by any real estate agent or any other person other than the Seller's Agent specified in this contract. The Buyer shall indemnify the Seller on demand (and if more than one, each of them) against any claims, suits, demands and actions by any agent or any other person arising out of or as a consequence of a breach of this warranty. This Special Condition 84 shall not merge on Completion of this Contract.

## **85. Co-Operation**

- 85.1 Each party agrees to complete all things required of it under, or contemplated by, this Contract in a timely manner and to provide all assistance reasonably required by the other party to assist in completion of the Building Works, registration of the Units Plan and Completion of this Contract.

## **86. Entire Agreement**

- 86.1 The Buyer acknowledges that this Contract constitutes the entire agreement between the parties and supersedes any prior or other agreement, advice, material supplied to the Buyer by the Seller or Seller's Agent, understanding or arrangement relating to the sale of the Unit by the Seller to the Buyer.

86.2 Further to Special Condition 83.1, the Buyer agrees that it has entered into this Contract without any reliance upon any representation, statement or warranty including but not limited to marketing material and preliminary art work provided by the Seller or Seller's Agent.

**87. Legal Advice**

87.1 The Buyer acknowledges that it had the opportunity to obtain independent legal advice prior to entering into this Contract.

**88. Severance**

88.1 Any provision of this Contract which is prohibited or unenforceable is ineffective to the extent of that prohibition or unenforceability but the validity or enforceability of the remaining provisions of this Contract are not affected.

**89. Inconsistency**

89.1 If there is any inconsistency between a Special Condition and the Standard Terms, the provisions of the Special Conditions shall prevail.

**90. Construction**

90.1 No rule of construction will apply to this Contract to the disadvantage of the Seller due to the fact that the Seller was responsible for the preparation of, or seeks to rely on, this Contract or any part of it.

**91. Resale and Signage**

**91.1 Selling and leasing by the Seller**

- (a) Both before and after Completion, the Seller and its agents may:
  - (i) continue to market unsold units as off the plan units until all of the units in the Complex are sold;
  - (ii) conduct selling and leasing activities on or about the Complex;
  - (iii) place and maintain, on or about the Complex, signs in connection with those selling and leasing activities; and
  - (iv) place and maintain, on or about the Complex, an office and other facilities for use by the Seller's sales and leasing personnel.

**91.2 Buyer's On Sale of Unit**

- (a) The Buyer acknowledges that if it on sells its Unit to a third party ("the On Buyer") prior to Completion or expiry of the Defects Liability Period, the Seller in its absolute discretion may deal with claims from the On Buyer under Special Condition 71.

**Annexure "A" - Guarantee and Indemnity**

TO:

.....(the Buyer)

has entered into a contract (the Contract) dated .....

with the Seller to purchase the Property from the Seller.

Under the terms of the Contract,

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

(full names(s) and addresses)

(the Guarantor) must execute and deliver this guarantee and indemnity to the Seller on or before the Date of this Contract.

The Guarantor wishes the Buyer to not be in breach of the Contract, and therefore covenants with the Seller as follows:

1. The Guarantor, as a principal obligor and not merely as surety, irrevocably and unconditionally guarantees to the Seller (and indemnifies the Seller in respect of) the due and punctual performance of all the obligations of the Buyer under or arising out of the Contract including (without limitation):
  - (a) the prompt payment of all amounts payable by the Buyer under the Contract;
  - (b) the prompt performance of all other obligations of the Buyer under the Contract; and
  - (c) the prompt payment of all amounts for which the Buyer may become liable in respect of any breach of the Contract.
2. The Guarantor agrees that the Guarantor's obligations under this guarantee and indemnity will be unconditional irrespective of:
  - (a) the validity, regularity and enforceability of any provision of the Contract;
  - (b) the absence of any action by the Seller or the Buyer to enforce the Contract;
  - (c) the waiver or consent of the Seller in respect of any provision of the Contract;
  - (d) the recovery of any judgment against the Buyer;

- (e) any action to enforce judgment against the Buyer;
  - (f) any variation of the terms of the Contract;
  - (g) any time or indulgence granted to the Buyer by the Seller;
  - (h) the dissolution of the Buyer;
  - (i) any change in the status, function, control or ownership of the Buyer;
  - (j) any consolidation, merger, conveyance or transfer by the Buyer;
  - (k) any other dealing, transaction or arrangement between the Seller and the Buyer; or
  - (l) any other circumstances which might otherwise constitute a legal or equitable discharge of or defence to a surety.
3. This guarantee and indemnity will be a continuing guarantee and indemnity which will not be discharged except by complete performance of all the obligations of the Buyer under or arising out of the Contract.
  4. The Seller may require the Guarantor to make a payment or perform any other obligation of the Buyer under or arising out of the Contract:
    - (a) without first asking the Buyer to do so; and
    - (b) irrespective of whether such payment or other obligation would be enforceable against the Buyer.
  5. The Guarantor agrees to pay and indemnify the Seller against all stamp duty (if any) in respect of this guarantee and indemnity.
  6. Where more than one (1) person is Guarantor under this guarantee and indemnity, the word Guarantor refers to, and this guarantee and indemnity binds, each of them individually and any two (2) or more of them jointly.

**SIGNED SEALED AND DELIVERED** by )  
 as Guarantor in the presence of: ) .....  
 Signature

.....  
 Signature of Witness

.....  
 Name of Witness in Full

**SIGNED SEALED AND DELIVERED** by )  
 as Guarantor in the presence of: ) .....  
 Signature

.....  
 Signature of Witness



.....  
Name of Witness in Full

**SIGNED SEALED AND DELIVERED** by

)

as Guarantor in the presence of:

)

.....  
Signature

.....  
Signature of Witness

.....  
Name of Witness in Full

**SIGNED SEALED AND DELIVERED** by

)

as Guarantor in the presence of:

)

.....  
Signature

.....  
Signature of Witness

.....  
Name of Witness in Full

**EXECUTED** by

)

in accordance with the Corporations Act:

)

)

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Name of Director

.....  
Name of Director/Secretary

## AUSTRALIAN CAPITAL TERRITORY

## TITLE SEARCH

Macquarie Section 50 Block 46 on Deposited Plan 11172

Lease commenced on 19/12/2013, granted on 19/12/2013, term terminating on 13/06/2104

Area is 1 hectares 6070 square metres or thereabouts

**Sole Proprietor:**

Bowman Development Corporation Pty Limited  
of 5/28 Eyre Street Kingston ACT 2601

Registered Date	Dealing Number	Description
		Original title is <b>Volume 2124 Folio 64</b> Purpose Clause: Refer Crown Lease Market Value Lease: Applies For Term Of Lease S.298 Planning and Development Act 2007: Current
15/01/2014	1899843	Application to Register a Crown Lease (DCL1899841) <b><i>End of interests</i></b>

**ORIGINAL**

Entered in Register Book Vol 2124 Folio 64

This is a market value  
lease - s238(2)(a)(ii) Planning  
and Development Act 2007, and

15 JAN 2014

  
Brett Phillips  
Registrar-General



AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

Australian Capital Territory (Planning and Land  
Management) Act 1988 (C'th) (ss 29, 30 & 31)

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the  
Regulations made under that Act on the *nineteenth* day of *December*  
Two thousand and thirteen WHEREBY THE PLANNING AND LAND  
LESSEE AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF  
AUSTRALIA ("the Commonwealth") in exercising its functions grants to  
**Bowman Development Corporation Pty Ltd A.C.N. 161 471 067** a company  
having its registered office at C/- 5, 28 Eyre Street Kingston in the Australian  
Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the  
LAND Australian Capital Territory containing **an area of 1.607 hectares** or thereabouts  
and being **Block 46 Section 50 Division of Macquarie** as delineated on **Deposited**  
**Plan Number 11172** in the Registrar-General's Office at Canberra in  
TERM the said Territory ("the land") RESERVING unto the Territory all minerals and the  
right to the use, flow and control of ground water under the surface of the land TO  
HOLD unto the Lessee for the term commencing on the *nineteenth* day of *December*  
**Two thousand and thirteen** ("the date of the commencement of the  
lease") to be used by the Lessee for the purpose set out in Clause 3(c) of this lease  
and terminating on the **thirteenth day of June Two thousand one hundred and**  
**four** ("the date of the commencement of the lease") only YIELDING AND  
PAYING THEREFOR rent in the amount and in the manner and at the times  
provided for in this lease and UPON AND SUBJECT TO the covenants conditions  
and agreements contained in this lease.

## INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) "caretaker's residence" means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;
- (d) "club" means the use of land as a meeting place for persons associated, or for a body incorporated, for a social, sporting, athletic, literary, political or other like purpose, and which is a licensed premise under the Liquor Act 2010;
- (e) "child care centre" means the use of land for the purpose of supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 2008 and which does not include residential care;
- (f) "commercial accommodation unit" means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;
- (g) "commercial accommodation use" means the use of the site for commercial accommodation unit, guest house, hotel, motel, serviced apartment, tourist resort but does not include a caravan park/camping ground or a group or organised camps;
- (h) "community activity centre" means the use of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;
- (i) community theatre, means the use of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;
- (j) "community use" means the use of the site for child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship, religious associated use;

- (k) “cultural facility” means the use of land for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;
- (l) “drink establishment” means the use of the site for the sale of alcoholic beverages and spirits to members of the public primarily for consumption on the premises, and which is a licensed premise under the Liquor Act 2010;
- (m) “dwelling”:
  - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
    - (A) :includes the following that are accessible from within the building, or the self-contained part of the building:
      - (1) not more than 2 kitchens;
      - (2) at least 1 bath or shower;
      - (3) at least 1 toilet pan; and
    - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
  - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (n) “educational establishment” means the use of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;
- (o) “financial establishment” means the use of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;
- (p) “guest house” means the use of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;
- (q) “gross floor area” means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement carparking;

- (r) “health facility” means the use of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to outpatients only;
- (s) “hospital” means the use of land for the medical care (including diagnosis, preventative care and counselling) of inpatients, whether or not out-patients are also provided with care or treatment, and may include associated residential accommodation;
- (t) “hotel” means the use of land for one or more commercial accommodation units and where the premise is licensed under the Liquor Act 2010. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public;
- (u) “indoor recreation facility” means the use of land for sporting activities where such use is primarily indoors;
- (v) “Lessee” shall:
  - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
- (w) “motel” means the use of land for one or more commercial accommodation units and where the units are provided with convenient space for parking of motor vehicles. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A motel may be licensed under the Liquor Act 2010;
- (x) “multi-unit housing” means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;

- (y) “non retail commercial use” means the use of land for business agency, financial establishment, office, public agency;
- (z) “office” means the use of land used for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (aa) “place of assembly” means the use of land for gatherings of people to attend functions, whether or not for the purposes of gain;
- (bb) “place of worship” means the use of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;
- (cc) “premises” means the land and any building or other improvements on the land;
- (dd) “religious associated use” means the use of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;
- (ee) “residential care accommodation” means the use of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support. Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;
- (ff) “residential use” means the use of land for caretaker's residence multi-unit housing residential care accommodation retirement complex single dwelling housing and supportive housing;
- (gg) “restaurant” means the use of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;
- (hh) “retirement complex” means the use of land for permanent residential accommodation for persons aged 55 years or over and which consists of a grouping of self-care units as well as a hostel and/or nursing home accommodation together with ancillary facilities provided for the use of residents. Ancillary facilities may include chapels, medical consulting rooms, meeting rooms, recreational facilities, therapy rooms, kiosk facilities and the like;

- (ii) “serviced apartment” means an apartment that is used as a commercial accommodation unit;
- (jj) “shop” means the use of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services;
- (kk) “single dwelling housing” means the use of land for residential purposes for a single dwelling only;
- (ll) “supportive housing” means the use of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings;
- (mm) “Territory” means:
  - (iv) when used in a geographical sense the Australian Capital Territory; and
  - (v) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (nn) “tourist resort” means the use of land for one or more commercial accommodation units together with a wide range of recreational and/or cultural facilities in a resort style setting. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A tourist resort may be licensed under the Liquor Act 2010;
- (oo) words in the singular include the plural and vice versa;
- (pp) words importing one gender include the other genders;
- (qq) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.



2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- |                                 |   |
|---------------------------------|---|
| RENT                            | (a) That the Lessee shall pay to the Authority rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;                  |
| MANNER OF<br>PAYMENT<br>OF RENT | (b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever. |

3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

- |                                |  |
|--------------------------------|--|
| COMMENCEMENT<br>OF DEVELOPMENT | (a) That the Lessee shall within twenty four (24) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority for that purpose commence to erect an approved development in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;   |
| COMPLETION<br>OF DEVELOPMENT   | (b) That the Lessee shall within sixty (60) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority complete the erection of the said approved development on the land in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable to such development;  |
| PURPOSE                        | (c) To use the premises only for one or more of the following purposes: <ul style="list-style-type: none"><li>(i) club;</li><li>(ii) commercial accommodation use;</li><li>(iii) community use EXCLUDING child care facility and hospital;</li><li>(iv) drink establishment;</li><li>(v) indoor recreation facility LIMITED TO gym/personal fitness;</li><li>(vi) non retail commercial use LIMITED TO office and financial establishment;</li><li>(vii) place of assembly;</li><li>(viii) residential use;</li><li>(ix) restaurant; and</li><li>(x) shop;</li></ul> |

PROVIDED ALWAYS THAT:

- (A) the maximum gross floor area per shop is 300 square metres;
- (B) the maximum combined gross floor area for office is 2000 square metres;
- (C) any building on the premises fronting a main pedestrian area will incorporate uses on the ground floor the generate activity in the public space;
- (D) prior to the commencement of residential use of on the premises a statement must be provided to the Authority to the effect that the potential for land contamination has been assessed in accordance with the ACT Government Strategic Plan- Contaminates sites management 1995 and the ACT Environment Protection Authority Contaminated Sites Environmental Protection Policy 2000 and it is demonstrated that the land is suitable for the proposed development; and
- (E) prior to the commencement of any of the following uses on the premises:

club,  
drink establishment,  
hotel, and  
restaurant

a Noise Management Plan, prepared by an accredited acoustic specialist who is a member of the Australian Acoustical Society, will be submitted to the Environment Protection Authority for endorsement and the said uses will not commence until such endorsement is obtained. The Noise Management Plan will detail the design, siting and construction methods which will be used to minimise the impact of noise on neighbours;

CARPARKING

- (d) That the Lessee shall provide and maintain an approved drained and sealed carparking area on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

LANDSCAPING

- (e) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

LIGHTING	(f) That the Lessee shall illuminate and keep illuminated all public access areas, carpark and driveways on the land at the Lessee's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
LOADING AND UNLOADING OF VEHICLES	(g) That the Lessee shall provide and maintain an area for the loading and unloading of vehicles on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
PRESERVATION OF TREES	<p>(h) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:</p> <p>(i) that has been identified in a development approval for retention during the period allowed for construction of the building; or</p> <p>(ii) to which the <u>Tree Protection Act 2005</u>, applies;</p>
FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY	(i) That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
SERVICE AREAS	(j) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
BUILDING SUBJECT TO APPROVAL	(k) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;
REPAIR	(l) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
FAILURE TO REPAIR	(m) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the

Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF  
INSPECTION

- (n) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND  
CHARGES

- (o) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment;

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET  
ENJOYMENT

That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or
  - (ii) an approved development in accordance with Clause 3(a) of this lease is not commenced within the period specified in the said Clause; or
  - (iii) an approved development in accordance with Clause 3(a) of this lease is not completed within the period specified in Clause 3(b); or
  - (iv) after completion of an approved development as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
  - (v) the Lessee shall fail to observe or perform any other of the covenants herein contained in this lease on the part of the Lessee to be observed or performed and shall have failed

to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

ACCEPTANCE  
OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(a) (i), (ii), (iii), (iv), or (v) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by said Clauses;

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES

- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF  
POWERS

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
- (i) the Authority;
  - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
  - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

Blk 46 Sec 50 Macquarie

49  
4  
DP2782

50

50

JAMISON

15.85 WIDE

CENTRE

STREET

TERRITORY LAND

58  
3  
DP6181

58  
4  
DP6584

MACVIE PLACE

38  
39  
DP10214

55

41

40  
DP10281

BLAXCELL PLACE

55  
13  
DP6744

BOWMAN

VAR WIDTH

DIVISION

TERRITORY LAND

50  
46  
1.607ha

9  
DP2301

STREET

44  
DP4294

46  
16  
DP4169

REFERENCE MARKS

- Denotes GIP in road 1.83 radially from TP
- PLAQUE IN KERB
- DEEP-DRIVEN-ROD
- DH&W IN KERB
- (Except as otherwise shown)

Azimuth: A-B (Strom)

Ref: 01249

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

I PHILIP JOHN ALLPRESS of LANDMARK SURVEYS PTY LTD, CANBERRA  
a surveyor registered under the Surveyors Act 2007 hereby certify that the survey  
represented on this plan is accurate and has been made in accordance with the  
Surveyors Practice Directions and was completed on 21 FEBRUARY 2013

(Signature) *Philip Allpress*  
Surveyor registered under the Surveyors Act 2007 14/11/13

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

*15-11-13*

Surveyor-General of the ACT

PLAN OF  
BLOCK 46 SECTION 50  
BEING A CONSOLIDATION OF BLOCKS 9, 43 & 44

DIVISION: MACQUARIE  
DISTRICT: BELCONNEN

AUSTRALIAN CAPITAL TERRITORY

SCALE 1:500

0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra in  
the Australian Capital Territory the thirteenth  
day of January 2014 at minutes  
past eleven o'clock in the fore noon

Approved *Brett Phillips*  
Registrar of Titles

DEPOSITED PLAN

11172

AMENDS DP2301 & DP10679



CUSTOMER SERVICE CENTRE  
DAME PATTIE MENZIES HOUSE  
16 CHALLIS STREET  
DICKSON ACT 2602

PHONE: 62071923

## LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

**LAND:** Please provide details of the land you are enquiring about.

Unit	0	Block	46	Section	50	Suburb	MACQUARIE
------	---	-------	----	---------	----	--------	-----------

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	( X )	( )
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	( X )	( )
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/>	( X )	( )
Certificate Number:		Dated:

**Please Note: There is no Crown Lease granted over block 47. Block still known as 46.**

4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)
6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007?	(see report)
7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land?	(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)
9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007?	(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)

Customer Service Centre

Date: 13-JUL-16 13:38:54

Applicant's Name : Bradley Allen Lawyers

E-mail Address : jocelyn.barkley@bradleyallenlove.com

Client Reference : KJB:161671

**Did you know? Lease Conveyancing enquiries can be lodged electronically at [www.canberraconnect.act.gov.au](http://www.canberraconnect.act.gov.au)**  
**For further information, please contact the Lease Conveyancing Officer on 62071923**





Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

13-JUL-2016 13:38

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**PLANNING AND LEASE MANAGER (PaLM)**  
**LEASE CONVEYANCING ENQUIRY REPORT**

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Page 1 of 12

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**INFORMATION ABOUT THE PROPERTY**

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**MACQUARIE Section 50/Block 46**

-

**Area(m2):** 16,078.9

**Subdivision Status:** Application not received under the Unit Titles Act.

**Heritage Status:** Nil.

**Assessment Status:** The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.



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13-JUL-2016 13:38

**PLANNING AND LEASE MANAGER (PaLM)**  
**LEASE CONVEYANCING ENQUIRY REPORT**

Page 2 of 12

**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

**Application** DA201629201 **Lodged** 08-APR-16 **Type** See Subclass

**-- Application Details -----**

**Description**

MIXED USE - COMMERCIAL - 74 RESIDENTIAL UNITS - 23 TOWNHOUSES. Proposed mixed use development, consisting of 74 residential apartments and 23 townhouses across 5 separate buildings. Ground floor consisting commercial retail tenancy with basement car park.

**-- Site Details -----**

<b>District</b>	<b>Division</b>	<b>Section</b>	<b>Block(s)</b>	<b>Unit</b>
Belconnen	Macquarie	50	46-46	

**-- Involved Parties -----**

<b>Role</b>	<b>Name</b>
Lessee	Bowman Development Corporation
Applicant	Dezignteam Pty Ltd

**-- Activities -----**

<b>Activity Name</b>	<b>Status</b>
Merit Track	Active

**Application** DA201528724 **Lodged** 01-FEB-16 **Type** See Subclass

**-- Application Details -----**

**Description**

SUBDIVISION. Please see application form for description.

**-- Site Details -----**

<b>District</b>	<b>Division</b>	<b>Section</b>	<b>Block(s)</b>	<b>Unit</b>
Belconnen	Macquarie	50	46-46	

**-- Involved Parties -----**

<b>Role</b>	<b>Name</b>
Lessee	Bowman Development Corporation
Applicant	Dezignteam Pty Ltd

**-- Activities -----**

<b>Activity Name</b>	<b>Status</b>
Merit Track	Approval Conditional



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

13-JUL-2016 13:38

**PLANNING AND LEASE MANAGER (PaLM)**  
**LEASE CONVEYANCING ENQUIRY REPORT**

Page 3 of 12

**Application** DA201425620      **Lodged** 03-JUN-14      **Type** See Subclass

**-- Application Details -----**

**Description**

MIXED USE -COMMERCIAL-95 RESIDENTIAL UNITS. Proposed construction of a new three (3) storey mixed use development to be spread between 7 buildings. Includes basement car parking, changes to relevant utilities, on and offsite works and associated landscaping.

**-- Site Details -----**

<b>District</b>	<b>Division</b>	<b>Section</b>	<b>Block(s)</b>	<b>Unit</b>
Belconnen	Macquarie	50	46-46	

**-- Involved Parties -----**

<b>Role</b>	<b>Name</b>
Lessee	Bowman Development Corporation
Applicant	Dezignteam Pty Ltd
Representor	Belconnen Community Council In

**-- Activities -----**

<b>Activity Name</b>	<b>Status</b>
Merit Track	Approval Conditional



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

13-JUL-2016 13:38

**PLANNING AND LEASE MANAGER (PaLM)**  
**LEASE CONVEYANCING ENQUIRY REPORT**

Page 4 of 12

**Application** DA201019390      **Lodged** 02-MAR-11      **Type** See Subclass

**-- Application Details -----**

**Description**

MIXED USE - DEMOLITION - LEASE VARIATION - CONSOLIDATION - COMMERCIAL - MULTI DWELLING - 322 RESIDENTIAL UNITS. Proposed consolidation of blocks 9, 43 and 44 of section 50; Demolition of the Jamison Inn and structures. Construction of eight buildings for commercial and residential use, of varying heights including basement car parking and off-site works. Please see application form for full details regarding the Lease Variation and Consolidation of the blocks.

**-- Site Details -----**

<b>District</b>	<b>Division</b>	<b>Section</b>	<b>Block(s)</b>	<b>Unit</b>
Belconnen	Macquarie	50	9-9	
Belconnen	Macquarie	50	43-44	
Belconnen	Macquarie	50	46-46	

**-- Involved Parties -----**

<b>Role</b>	<b>Name</b>
-------------	-------------



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

13-JUL-2016 13:38

**PLANNING AND LEASE MANAGER (PaLM)**  
**LEASE CONVEYANCING ENQUIRY REPORT**

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**Application** DA201019390 **Lodged** 02-MAR-11 **Type** See Subclass

Representor	Geue
Lessee	Land Division & Planning Divis
Lessee	Redevelopment Pty Ltd
Applicant	Townsend Associates Architects
Representor	Jack Kershaw
Representor	Anthony Hordern
Representor	Greg Delaney
Representor	Noel Atcherley
Representor	P K Donaldson
Representor	Patrick Moore
Representor	Geoff Skillen
Representor	Storness
Representor	Sonia Forsyth
Representor	Ann And Chris Thorpe
Representor	Mrs.G E Rose
Representor	Peter Wurfel
Representor	John Painter
Representor	Bruce & Beverly Barnes
Representor	Patricia Manson
Representor	Beth Browning
Representor	John Samuels
Representor	A Winders
Representor	Esther Margaret Brown
Representor	P A McGavin
Representor	Leon Tannahil
Representor	Anthony De Marco
Representor	Graham Wells
Representor	Anthony Scott
Representor	John Olle
Representor	Carl Thompson
Representor	Johanna Adams
Representor	John Myatt-Bocarro
Representor	Peter Guild
Representor	Tamsin Hnatiuk
Representor	Halina Zachara
Representor	Louise Fricker
Representor	Peter Hairsine And Leone Janse
Representor	Anthony Willis
Representor	Cate Lemann
Representor	Keith Alexander
Representor	Debra Saunders & Philip Keaton
Representor	Belconnen Community Council In
Representor	Peta Gould



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**PLANNING AND LEASE MANAGER (PaLM)**  
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**Application** DA201019390      **Lodged** 02-MAR-11      **Type** See Subclass

Representor	Jennifer Manning
Representor	Joeseeph Valenzisi
Representor	Beverley Suters
Representor	Nicole Lorimer
Representor	Ke & Ed Lafontaine
Representor	Ken Hungerford
Representor	Coles Supermarkets
Representor	C.R.A.G
Representor	Conservation Council Act Regio
Representor	Robyn Coghlan
Representor	Amanda Murtagh
Representor	Colin Lyons
Representor	Lorraine Mitchell
Representor	Arg
Representor	Alistair Coe
Representor	Margo Saunders
Representor	Margaret W
Representor	M A Stephenson
Representor	Esther Gallant
Representor	Janelle Redfern And Gene Schem
Representor	Ed And Barbara Peek
Representor	Ryan Gackle
Representor	Dominic Rogers
Representor	Tony Wu
Representor	Jade Redfern
Representor	Cwnad

**-- Activities -----**

**Activity Name**

Aat - Appeal  
Merit Track

**Status**

Active  
Approval Conditional



Dame Pattie Menzies Building  
16 Challis Street  
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**PLANNING AND LEASE MANAGER (PaLM)**  
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**Application** DA200602663 **Lodged** 01-JUN-06 **Type** Services

**-- Application Details -----**

**Description**

Services - Sub Station - Relocate south substation on unleased land

**-- Site Details -----**

<b>District</b>	<b>Division</b>	<b>Section</b>	<b>Block(s)</b>	<b>Unit</b>
Belconnen	Macquarie	50	16-16	
Belconnen	Macquarie	50	43-45	
Belconnen	Macquarie	50	46-46	

**-- Involved Parties -----**

<b>Role</b>	<b>Name</b>
Lessee	Dept Of Urban Services
Applicant	Amarso Pty Limited

**-- Activities -----**

<b>Activity Name</b>	<b>Status</b>
Da - No Notification	Approval Conditional

**Application** DA200404325 **Lodged** 10-NOV-04 **Type** Non-residential

**-- Application Details -----**

**Description**

COMMERCIAL-Construct a deck to the front of the hotel, currently a concrete area on a slight slope. We see a deck as being more practical and safer to public.

**-- Site Details -----**

<b>District</b>	<b>Division</b>	<b>Section</b>	<b>Block(s)</b>	<b>Unit</b>
Belconnen	Macquarie	50	9-9	
Belconnen	Macquarie	50	46-46	

**-- Involved Parties -----**

<b>Role</b>	<b>Name</b>
Applicant	Dohm Hotel Group P/L

**-- Activities -----**

<b>Activity Name</b>	<b>Status</b>
Da - No Notification	Approved



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**PLANNING AND LEASE MANAGER (PaLM)**  
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**Application** DA20004807 **Lodged** 08-JUN-00 **Type** Lease Variation

**-- Application Details -----**

**Description**

Lease variation - Include the words "Licensed Club".

**-- Site Details -----**

<b>District</b>	<b>Division</b>	<b>Section</b>	<b>Block(s)</b>	<b>Unit</b>
Belconnen	Macquarie	50	9-9	
Belconnen	Macquarie	50	46-46	

**-- Involved Parties -----**

<b>Role</b>	<b>Name</b>
Contact	O'Donnell
Applicant	Enima Pty Ltd
Lessee	Enima Pty Ltd

**-- Activities -----**

**Activity Name**

Da - (Dap)

**Status**

Approval Lapsed





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16 Challis Street  
Dickson, ACT 2602

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**PLANNING AND LEASE MANAGER (PaLM)**  
**LEASE CONVEYANCING ENQUIRY REPORT**

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**Application** DA930685      **Lodged** 05-FEB-93      **Type** Non-residential

**-- Application Details -----**

**Description**

**-- Site Details -----**

<b>District</b>	<b>Division</b>	<b>Section</b>	<b>Block(s)</b>	<b>Unit</b>
Belconnen	Macquarie	50	9-9	
Belconnen	Macquarie	50	46-46	

**-- Involved Parties -----**

<b>Role</b>	<b>Name</b>
-------------	-------------



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**PLANNING AND LEASE MANAGER (PaLM)**  
**LEASE CONVEYANCING ENQUIRY REPORT**

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**Application** DA930685

**Lodged** 05-FEB-93

**Type** Non-residential

Applicant	Enima P/L
Objector	Geue
Objector	Jack Kershaw
Objector	Anthony Hordern
Objector	Greg Delaney
Objector	Noel Atcherley
Objector	P K Donaldson
Objector	Patrick Moore
Objector	Geoff Skillen
Objector	Storness
Objector	Sonia Forsyth
Objector	Ann And Chris Thorpe
Objector	Mrs.G E Rose
Objector	Peter Wurfel
Objector	John Painter
Objector	Bruce & Beverly Barnes
Objector	Patricia Manson
Objector	Beth Browning
Objector	John Samuels
Objector	A Winders
Objector	Esther Margaret Brown
Objector	P A McGavin
Objector	Leon Tannahil
Objector	Anthony De Marco
Objector	Graham Wells
Objector	Anthony Scott
Objector	John Olle
Objector	Carl Thompson
Objector	Johanna Adams
Objector	John Myatt-Bocarro
Objector	Peter Guild
Objector	Tamsin Hnatiuk
Objector	Halina Zachara
Objector	Louise Fricker
Objector	Peter Hairsine And Leone Janse
Objector	Anthony Willis
Objector	Cate Lemann
Objector	Keith Alexander
Objector	Debra Saunders & Philip Keaton
Objector	Belconnen Community Council In
Objector	Peta Gould
Objector	Jennifer Manning
Objector	Joeseeph Valenzisi



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**PLANNING AND LEASE MANAGER (PaLM)**  
**LEASE CONVEYANCING ENQUIRY REPORT**

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**Application** DA930685      **Lodged** 05-FEB-93      **Type** Non-residential

Objector	Beverley Suters
Objector	Nicole Lorimer
Objector	Ke & Ed Lafontaine
Objector	Ken Hungerford
Objector	Coles Supermarkets
Objector	C.R.A.G
Objector	Conservation Council Act Regio
Objector	Robyn Coghlan
Objector	Amanda Murtagh
Objector	Colin Lyons
Objector	Lorraine Mitchell
Objector	Arg
Objector	Alistair Coe
Objector	Margo Saunders
Objector	Margaret W
Objector	M A Stephenson
Objector	Esther Gallant
Objector	Janelle Redfern And Gene Schem
Objector	Ed And Barbara Peek
Objector	Ryan Gackle
Objector	Dominic Rogers
Objector	Tony Wu
Objector	Jade Redfern
Objector	Cwnad

**-- Activities -----**

<b>Activity Name</b>	<b>Status</b>
Lease Var Subdivision	Withdrawn

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

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at [http://www.planning.act.gov.au/topics/design\\_build/da\\_assessment/exempt\\_work](http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work)

<b>Sect</b>	<b>Blk</b>	<b>DA No.</b>	<b>Description</b>	<b>Overlay Policy</b>	<b>Status</b>
58	3	201629451	DEMOLITION-NEW MULTI DWELLING- 10 UNIT DEVELOPMENT-Proposed	Approval Conditional	11-JUL-16



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**PLANNING AND LEASE MANAGER (PaLM)**  
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demolition of one existing residence and proposed construction of 10 residential units in a 2 storey development with a basement carpark.

**Please Note: A section master plan exists or is being considered over this section.**

**LAND USE POLICIES**

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <http://www.legislation.act.gov.au/ni/2008-27/current/default.asp>

**CONTAMINATED LAND SEARCH**

Information is recorded by the Environment Protection Authority (EPA) regarding the contamination status of the land. This information is available via the EPA Contaminated Land Search. For further information on how to perform a search, please go to:

[https://www.canberraconnect.act.gov.au/app/answers/detail/a\\_id/1564/kw/contaminated](https://www.canberraconnect.act.gov.au/app/answers/detail/a_id/1564/kw/contaminated) . For general information on land contamination in the ACT, please contact the Environment Protection Authority on 13 22 81.

**ASBESTOS SEARCH**

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

**CAT CONTAINMENT AREAS**

Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA (from 1 January 2017) LAWSON, MOLONGLO, MONCRIEFF, THE FAIR in north WATSON, THROSBY and WRIGHT. More information on cat containment is available at [www.tams.act.gov.au](http://www.tams.act.gov.au) or by phoning Access Canberra on 13 22 81.

**TREE PROTECTION ACT 2005**

The Tree Protection Act 2005 protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Territory and Municipal Services website [http://www.tams.act.gov.au/parks-recreation/trees\\_and\\_forests/act\\_tree\\_register](http://www.tams.act.gov.au/parks-recreation/trees_and_forests/act_tree_register) or for further information please call Access Canberra on 132281

----- END OF REPORT -----



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 1 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5.5	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	161.5	8.0	169.5

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					169.5 MJ/m <sup>2</sup> /ANNUM    5.5 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	None	Retail Space			
Suspended Concrete Slab	R 2.0	Basement Parking			SULAIMAN AKBARI
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			ASSESSOR
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	

HOUSE ENERGY RATING

169.5 MJ/m<sup>2</sup> / ANNUM 5.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 2 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

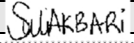
Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6	Conditioned	Unconditioned	Heat	Cool	Total
	86.1	3.8	148.5	8.4	156.9

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					156.9 MJ/m <sup>2</sup> / ANNUM    6    STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016 SULAIMAN AKBARI  ASSESSOR
Suspended Concrete Slab	None	Retail Space			
Suspended Concrete Slab	R 2.0	Basement Parking			
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	13.6	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 3 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

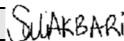
Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5	Conditioned	Unconditioned	Heat	Cool	Total
	45.8	8.0	193.2	19.8	213.0

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING  213.0 MJ/m <sup>2</sup> / ANNUM    5    STARS  15-07-2016  SULAIMAN AKBARI  ASSESSOR
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	None	Retail Space			
Suspended Concrete Slab	R 2.0	Parking			
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units			& Units/Shared Spaces
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	12.8	
Double Glazed Clear	Imp. Aluminium	4.40	0.66	7.2	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

Bedroom [x1] & Kitchen [x2] Windows to be Double Glazed

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 4 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5.5	Conditioned	Unconditioned	Heat	Cool	Total
	104.7	7.6	165.8	17.7	183.5

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					183.5 MJ/m <sup>2</sup> / ANNUM    5.5 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	None	Retail Space			
Suspended Concrete Slab	R 2.0	Basement Parking			SULAIMAN AKBARI
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			ASSESSOR
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	30.1	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	

**HOUSE ENERGY RATING**

183.5 MJ/m<sup>2</sup> / ANNUM 5.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 5 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5.0	Conditioned	Unconditioned	Heat	Cool	Total
	105.9	4.8	183.9	9.9	193.9

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value		Colour - solar absorptance		
Concrete	Unit Above		N/A		
Ceilings					
Construction Type	Insulation R Value		Insulation description		HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above		N/A		
Floors					193.9 MJ/m <sup>2</sup> / ANNUM 5 STAIRS
Construction Type	Insulation R Value		Insulation description		15-07-2016
Suspended Concrete Slab	None		Retail Space		SULAIMAN AKBARI
Suspended Concrete Slab	R 2.0		Basement Parking		SULAKBARI
Internal Walls					ASSESSOR
Construction Type	Insulation R Value		Insulation description		
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value		Colour - solar absorptance		
Concrete/Lined	R 2.0		Medium		
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only		Between Units & Units/Shared Spaces		
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	34.4	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	

HOUSE ENERGY RATING

193.9 MJ/m<sup>2</sup> / ANNUM 5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 6 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5.5	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	161.5	8.0	169.5

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					169.5 MJ/m <sup>2</sup> / ANNUM 5.5 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	None	Retail Space			
Suspended Concrete Slab	R 2.0	Basement Parking			SULAIMAN AKBARI
Internal Walls					SULAKBARI
Construction Type	Insulation R Value	Insulation description			ASSESSOR
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	

HOUSE ENERGY RATING

169.5 MJ/m<sup>2</sup> / ANNUM 5.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 7 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
7	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	91.2	11.0	102.2

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

102.2 MJ/m<sup>2</sup>/ANNUM 7 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI

ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 8 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
8.5	Conditioned	Unconditioned	Heat	Cool	Total
	86.1	3.8	32.9	11.2	44.1

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	<sup>+</sup> Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	13.6	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information

## HOUSE ENERGY RATING

44.1 MJ/m<sup>2</sup> / ANNUM 8.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 9 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5	Conditioned	Unconditioned	Heat	Cool	Total
	45.8	8.0	176.1	28.3	204.5

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					204.5 MJ/m <sup>2</sup> / ANNUM 5 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	Unit Below				
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			SULAIMAN AKBARI
Cavity wall	None				ASSESSOR
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units			& Units/Shared Spaces
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	12.8	
Double Glazed Clear	Imp. Aluminium	4.40	0.66	7.2	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

Bedroom [x1] & Kitchen [x2] Windows to be Double Glazed

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

HOUSE ENERGY RATING

204.5 MJ/m<sup>2</sup> / ANNUM 5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR

& Units/Shared Spaces





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 10 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.0	Conditioned	Unconditioned	Heat	Cool	Total
	104.7	7.6	135.8	18.0	153.8

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					HOUSE ENERGY RATING
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					153.8 MJ/m <sup>2</sup> /ANNUM 6 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			SULAIMAN AKBARI
Suspended Concrete Slab	Unit Below				SUAKBARI
Internal Walls					ASSESSOR
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	30.1	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 11 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
7.0	Conditioned	Unconditioned	Heat	Cool	Total
	105.9	4.8	101.2	16.9	118.1

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking	Between Units & Units/Shared Spaces			
Fire Rated - Party Wall	Fire/Acoustic Only				
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	
Single Glazed Clear	Imp. Aluminium	6.5	0.75	34.4	

HOUSE ENERGY RATING

118.1 MJ/m<sup>2</sup> /ANNUM 7 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI

ASSESSOR

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 12 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
7	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	91.2	11.0	102.2

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

102.2 MJ/m<sup>2</sup> / ANNUM 7 STARS

15-07-2016

SULAIMAN AKBARI

SUAKBARI

ASSESSOR





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 13 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
7	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	91.2	11.0	102.2

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

102.2 MJ/m<sup>2</sup> / ANNUM 7 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI

ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 14 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
8.5	Conditioned	Unconditioned	Heat	Cool	Total
	86.1	3.8	32.9	11.2	44.1

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	<sup>+</sup> Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	13.6	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

44.1 MJ/m<sup>2</sup> / ANNUM 8.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI

ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 15 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5	Conditioned	Unconditioned	Heat	Cool	Total
	45.8	8.0	176.1	28.3	204.5

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					204.5 MJ/m <sup>2</sup> / ANNUM    5    STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	Unit Below				
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			SULAKBARI ASSESSOR
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			& Units/Shared Spaces
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	12.8	
Double Glazed Clear	Imp. Aluminium	4.40	0.66	7.2	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

Bedroom [x1] & Kitchen [x2] Windows to be Double Glazed

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

204.5 MJ/m<sup>2</sup> / ANNUM 5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR

& Units/Shared Spaces



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 16 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.0	Conditioned	Unconditioned	Heat	Cool	Total
	104.7	7.6	135.8	18.0	153.8

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

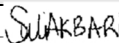
					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	
Single Glazed Clear	Imp. Aluminium	6.5	0.75	30.1	

HOUSE ENERGY RATING

153.8 MJ/m<sup>2</sup> / ANNUM 6 STARS

15-07-2016

SULAIMAN AKBARI

  
ASSESSOR

\*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

HOUSE ENERGY RATING

153.8 MJ/m<sup>2</sup> / ANNUM 6 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 17 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
7.0	Conditioned	Unconditioned	Heat	Cool	Total
	105.9	4.8	101.2	16.9	118.1

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					118.1 MJ/m <sup>2</sup> / ANNUM 7 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	Unit Below				
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			SULAIMAN AKBARI
Cavity wall	None				ASSESSOR
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	34.4	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

118.1 MJ/m<sup>2</sup> / ANNUM 7 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 18 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
7	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	91.2	11.0	102.2

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

102.2 MJ/m<sup>2</sup> /ANNUM 7 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 19 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	118.3	16.6	134.9

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Colorbond Roof	R 1.5	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Plasterboard	R 3.0				
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	<sup>+</sup> Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

134.9 MJ/m<sup>2</sup> / ANNUM 6.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 20 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	123.9	6.3	112.4	11.0	123.4

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Colorbond Roof	R 1.5	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Plasterboard	R 3.0				
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	<sup>+</sup> Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	26.8	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

123.4 MJ/m<sup>2</sup> / ANNUM 6.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI  
ASSESSOR





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 21 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.0	Conditioned	Unconditioned	Heat	Cool	Total
	105.9	4.8	132.8	23.1	155.9

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Colorbond	R 1.5	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Plasterboard	R 3.0				
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	34.4	

HOUSE ENERGY RATING			
155.9 MJ/m <sup>2</sup> / ANNUM	6	STARS	
15-07-2016			
SULAIMAN AKBARI			
SULAIMAN AKBARI			
ASSESSOR			

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

155.9 MJ/m<sup>2</sup> / ANNUM 6 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 22 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	118.3	16.6	134.9

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Colorbond Roof	R 1.5	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Plasterboard	R 3.0				
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	<sup>+</sup> Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

134.9 MJ/m<sup>2</sup> / ANNUM 6.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI

ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 23 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

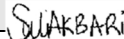
Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5	Conditioned	Unconditioned	Heat	Cool	Total
	70.6	12.9	202.0	13.6	215.6

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					215.6 MJ/m <sup>2</sup> / ANNUM    5    STAR
Construction Type	Insulation R Value	Insulation description			15-07-2016 SULAIMAN AKBARI  ASSESSOR
Suspended Concrete Slab	None	Retail Space			
Suspended Concrete Slab	R 2.0	Parking			
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units			& Units/Shared Spaces
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	11.7	
Double Glazed Clear	Imp. Aluminium	4.40	0.66	18.4	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

Bedroom [x2] & Dining [x2] Windows to be Double Glazed

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	

HOUSE ENERGY RATING

215.6 MJ/m<sup>2</sup> / ANNUM 5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI  
ASSESSOR

& Units/Shared Spaces



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 24 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5.0	Conditioned	Unconditioned	Heat	Cool	Total
	95.0	13.6	206.0	4.1	210.1

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	None	Retail Space			HOUSE ENERGY RATING
Suspended Concrete Slab	R 2.0	Basement Parking			
Internal Walls					210.1 MJ/m <sup>2</sup> / ANNUM    5    STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Cavity wall	None				SULAIMAN AKBARI
External Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Colour - solar absorptance			SULAIMAN AKBARI
Concrete/Lined	R 2.0	Medium			ASSESSOR
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	15.0	

## HOUSE ENERGY RATING

210.1 MJ/m<sup>2</sup> / ANNUM 5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 25 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5.5	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	161.5	8.0	169.5

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	None	Retail Space			
Suspended Concrete Slab	R 2.0	Basement Parking			
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

HOUSE ENERGY RATING	
169.5 MJ/m <sup>2</sup> /ANNUM	5.5 stars
15-07-2016	
SULAIMAN AKBARI	
SUAKBARI	
ASSESSOR	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	

## HOUSE ENERGY RATING

169.5 MJ/m<sup>2</sup>/ANNUM 5.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI

ASSESSOR





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 26 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	107.8	6.9	114.7	9.4	124.1

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					124.1 MJ/m <sup>2</sup> /ANNUM 6.5 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	None	Retail Space			SULAIMAN AKBARI
Suspended Concrete Slab	R 2.0	Parking			SULAKBARI
Internal Walls					ASSESSOR
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	34.4	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 27 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

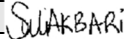
Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	89.88	4.8	115.2	10.4	125.6

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					125.6 MJ/m <sup>2</sup> /ANNUM 6.5 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	None	Retail Space			SULAIMAN AKBARI
Suspended Concrete Slab	R 2.0	Parking			
Internal Walls					ASSESSOR
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	23.7	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	

HOUSE ENERGY RATING

125.6 MJ/m<sup>2</sup> / ANNUM 6.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 28 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5	Conditioned	Unconditioned	Heat	Cool	Total
	70.6	12.9	183.70	20.5	204.2

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			& Units/Shared Spaces
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	11.7	
Double Glazed Clear	Imp. Aluminium	4.40	0.66	18.4	

**Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)**

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

**Bedroom [x2] & Dining [x2] Windows to be Double Glazed**

**External Shading (eg pergolas, verandas, louvres, awnings etc)**

Shading Devices as per Plans

**Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration**

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

204.2 MJ/m<sup>2</sup> / ANNUM 5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI

ASSESSOR





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 29 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
8.0	Conditioned	Unconditioned	Heat	Cool	Total
	95.0	13.6	51.1	6.9	58.0

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	<sup>+</sup> Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	15.0	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information

## HOUSE ENERGY RATING

58.0 MJ/m<sup>2</sup> / ANNUM 8 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 30 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
7	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	91.2	11.0	102.2

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	<sup>+</sup> Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

102.2 MJ/m<sup>2</sup> / ANNUM 7 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI

ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 31 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
7	Conditioned	Unconditioned	Heat	Cool	Total
	107.8	6.9	87.3	11.8	99.0

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					99.0 MJ/m² / ANNUM 7 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	Unit Below				
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			SULAIMAN AKBARI
Cavity wall	None				ASSESSOR
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m²)	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	34.4	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

99.0 MJ/m<sup>2</sup> / ANNUM 7 STARS

15-07-2016

SULAIMAN AKBARI

*SULAIMAN AKBARI*  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 32 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
7.0	Conditioned	Unconditioned	Heat	Cool	Total
	89.8	4.8	90.4	12.6	103.0

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	<sup>+</sup> Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	23.7	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

103.0 MJ/m<sup>2</sup> / ANNUM 7.0 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI

ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 33 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5	Conditioned	Unconditioned	Heat	Cool	Total
	70.6	12.9	183.70	20.5	204.2

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			& Units/Shared Spaces
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	11.7	
Double Glazed Clear	Imp. Aluminium	4.40	0.66	18.4	

**Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)**

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

**Bedroom [x2] & Dining [x2] Windows to be Double Glazed**

**External Shading (eg pergolas, verandas, louvres, awnings etc)**

Shading Devices as per Plans

**Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration**

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

204.2 MJ/m<sup>2</sup> / ANNUM 5 STARS

15-07-2016

SULAIMAN AKBARI

*SULAIMAN AKBARI*  
ASSESSOR





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 34 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
8.0	Conditioned	Unconditioned	Heat	Cool	Total
	95.0	13.6	51.1	6.9	58.0

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	15.0	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

58.0 MJ/m<sup>2</sup> / ANNUM 8 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 35 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
7	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	91.2	11.0	102.2

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

102.2 MJ/m<sup>2</sup> / ANNUM 7 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI

ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 36 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

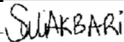
Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
7	Conditioned	Unconditioned	Heat	Cool	Total
	107.8	6.9	87.3	11.8	99.0

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			<div>HOUSE ENERGY RATING</div> <div>99.0 MJ/m<sup>2</sup> / ANNUM 7 STARS</div> <div>15-07-2016</div> <div>SULAIMAN AKBARI</div> <div> ASSESSOR</div>
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	34.4	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

99.0 MJ/m<sup>2</sup> / ANNUM 7 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 37 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
7.0	Conditioned	Unconditioned	Heat	Cool	Total
	89.8	4.8	90.4	12.6	103.0

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	23.7	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

103.0 MJ/m<sup>2</sup> / ANNUM 7.0 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI

ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 38 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	118.3	16.6	134.9

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Colorbond Roof	R 1.5	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Plasterboard	R 3.0				
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	<sup>+</sup> Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

134.9 MJ/m<sup>2</sup> / ANNUM 6.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI

ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 39 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	107.8	6.9	119.3	16.0	135.3

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Colorbond	R 1.5	Medium			
Ceilings					HOUSE ENERGY RATING
Construction Type	Insulation R Value	Insulation description			
Plasterboard	R 3.0				
Floors					
Construction Type	Insulation R Value	Insulation description			135.3 MJ/m <sup>2</sup> /ANNUM 6.5 STAR
Suspended Concrete Slab	Unit Below				15-07-2016
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			SULAKBARI
Cavity wall	None				ASSESSOR
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	34.4	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

HOUSE ENERGY RATING

135.3 MJ/m<sup>2</sup>/ANNUM 6.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 40 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	89.8	4.8	115.4	18.1	133.5

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Colorbond Roof	R 1.5	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Plasterboard	R 3.0				
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	23.7	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are lifted for additional information.

## HOUSE ENERGY RATING

133.5 MJ/m<sup>2</sup> / ANNUM 6.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI

ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 41 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5.0	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	203.5	9.2	212.7

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					212.7 MJ/m <sup>2</sup> / ANNUM 5 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	None	Retail Space			SULAIMAN AKBARI
Suspended Concrete Slab	R 2.0	Basement Parking			SULAKBARI
Internal Walls					ASSESSOR
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 42 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5	Conditioned	Unconditioned	Heat	Cool	Total
	59.8	4.7	168.6	20.8	189.4

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Suspended Concrete Slab	None	Retail Space			
Suspended Concrete Slab	R 2.0	Basement Parking			
Internal Walls					189.4 MJ/m <sup>2</sup> / ANNUM    5    STAR
Construction Type	Insulation R Value	Insulation description			15-07-2016
Cavity wall	None				
External Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Colour - solar absorptance			SULAKBARI
Concrete/Lined	R 2.0	Medium			.....
Cladding as selected	R 2.0 + Sarking				ASSESSOR
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	21.7	

## HOUSE ENERGY RATING

189.4 MJ/m<sup>2</sup> / ANNUM 5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 43 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5	Conditioned	Unconditioned	Heat	Cool	Total
	85.5	5.5	164.7	37.2	201.9

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	None	Retail Space			
Suspended Concrete Slab	R 2.0	Parking			
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			& Units/Shared Spaces
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	<sup>+</sup> Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	27.8	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

201.9 MJ/m<sup>2</sup> / ANNUM 5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI

ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 44 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5.5	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	176.4	11.3	187.7

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					187.7 MJ/m <sup>2</sup> / ANNUM 5.5 STAR
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	None	Retail Space			SULAIMAN AKBARI
Suspended Concrete Slab	R 2.0	Basement Parking			SULAKBARI
Internal Walls					ASSESSOR
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 45 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5.5	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	161.5	8.0	169.5

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					HOUSE ENERGY RATING
Construction Type	Insulation R Value	Insulation description			169.5 MJ/m <sup>2</sup> / ANNUM 5.5 STARS
Concrete/Plasterboard	Unit Above	N/A			
Floors					15-07-2016
Construction Type	Insulation R Value	Insulation description			SULAIMAN AKBARI
Suspended Concrete Slab	None	Retail Space			SULAKBARI
Suspended Concrete Slab	R 2.0	Basement Parking			ASSESSOR
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	

HOUSE ENERGY RATING

169.5 MJ/m<sup>2</sup>/ANNUM 5.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI

ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 46 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5	Conditioned	Unconditioned	Heat	Cool	Total
	111.7	7.5	170.7	25.8	196.5

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					196.5 MJ/m <sup>2</sup> /ANNUM 5 STA
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	None	Retail Space			
Suspended Concrete Slab	R 2.0	Basement Parking			SULAIMAN AKBARI
Internal Walls					SULAKBARI
Construction Type	Insulation R Value	Insulation description			ASSESSOR
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	45.9	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	

HOUSE ENERGY RATING

196.5 MJ/m<sup>2</sup> / ANNUM 5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 47 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5	Conditioned	Unconditioned	Heat	Cool	Total
	116.8	10.6	160.7	45.2	205.9

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Suspended Concrete Slab	None	Retail Space			
Suspended Concrete Slab	R 2.0	Basement Parking			
Internal Walls					205.9 MJ/m <sup>2</sup> / ANNUM 5 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Cavity wall	None				
External Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Colour - solar absorptance			SULAIMAN AKBARI ASSESSOR
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking	Between Units & Units/Shared Spaces			
Fire Rated - Party Wall	Fire/Acoustic Only				
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	54.2	

## HOUSE ENERGY RATING

205.9 MJ/m<sup>2</sup> / ANNUM 5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 48 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5	Conditioned	Unconditioned	Heat	Cool	Total
	99.8	6.5	204.5	8.7	213.2

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					213.2 MJ/m <sup>2</sup> /ANNUM 5 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	None	Retail Space			
Suspended Concrete Slab	R 2.0	Basement Parking			SULAIMAN AKBARI
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			ASSESSOR
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	28.9	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	

**HOUSE ENERGY RATING**

213.2 MJ/m<sup>2</sup>/ANNUM 5 STARS

15-07-2016

SULAIMAN AKBARI

*SULAIMAN AKBARI*  
ASSESSOR



## Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

### Property Information

Unit 49 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

### Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5	Conditioned	Unconditioned	Heat	Cool	Total
	99.1	6.4	191.4	15.3	206.7

### Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					206.7 MJ/m <sup>2</sup> /ANNUM    5    STARS
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	None	Retail Space			15-07-2016
Suspended Concrete Slab	R 2.0	Basement Parking			SULAIMAN AKBARI
Internal Walls					SULAKBARI
Construction Type	Insulation R Value	Insulation description			ASSESSOR
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	39.5	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers	No	
Vented downlights	Sealed Lighting	





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 50 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	121.2	13.6	134.7

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					134.7 MJ/m <sup>2</sup> / ANNUM      6.5 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	Unit Below				
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			SULAIMAN AKBARI ASSESSOR
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

134.7 MJ/m<sup>2</sup> / ANNUM 6.5 STARS

15-07-2016

SULAIMAN AKBARI

*Sulaiman Akbari*  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 51 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5.5	Conditioned	Unconditioned	Heat	Cool	Total
	59.8	4.7	158.6	21.3	179.9

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	
Single Glazed Clear	Imp. Aluminium	6.5	0.75	21.7	

HOUSE ENERGY RATING

179.9 MJ/m<sup>2</sup>/ANNUUM    5.5 STAR

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI

ASSESSOR

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

179.9 MJ/m<sup>2</sup>/ANNUM 5.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 52 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6	Conditioned	Unconditioned	Heat	Cool	Total
	85.5	5.5	109.7	38.5	148.2

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			& Units/Shared Spaces
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	27.8	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

148.2 MJ/m<sup>2</sup> /ANNUM 6 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI

ASSESSOR





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 53 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	109.5	15.5	125.1

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

125.1 MJ/m<sup>2</sup> / ANNUM 6.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 54 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
7	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	91.2	11.0	102.2

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

HOUSE ENERGY RATING		
102.2 MJ/m <sup>2</sup> /ANNUM	7	STARS
15-07-2016		
SULAIMAN AKBARI		
SULAKBARI		
ASSESSOR		

*\*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.*

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	0
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

102.2 MJ/m<sup>2</sup>/ANNUM 7 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 55 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

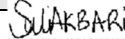
Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	111.7	7.5	109.0	27.7	136.7

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					HOUSE ENERGY RATING  136.7 MJ/m <sup>2</sup> /ANNUM    6.5 STARS  15-07-2016  SULAIMAN AKBARI  ASSESSOR
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	45.9	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

136.7 MJ/m<sup>2</sup> / ANNUM 6.5 STARS

15-07-2016

SULAIMAN AKBARI

*SULAIMAN AKBARI*  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 56 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6	Conditioned	Unconditioned	Heat	Cool	Total
	116.8	10.6	130.7	30.1	160.8

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					160.8 MJ/m <sup>2</sup> /ANNUM 6 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	Unit Below				
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			SULAKBARI
Cavity wall	None				ASSESSOR
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	54.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

160.8 MJ/m<sup>2</sup> / ANNUM 6 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 57 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	99.8	6.5	128.2	11.4	139.6

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	28.9	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

139.6 MJ/m<sup>2</sup> / ANNUM 6.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI

ASSESSOR





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 58 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5	Conditioned	Unconditioned	Heat	Cool	Total
	99.1	6.4	176.0	16.1	192.1

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					192.1 MJ/m <sup>2</sup> /ANNUM 5 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	Unit Below				
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			SULAKBARI
Cavity wall	None				ASSESSOR
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	39.5	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

192.1 MJ/m<sup>2</sup> / ANNUM 5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 59 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	121.2	13.6	134.7

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					134.7 MJ/m <sup>2</sup> / ANNUM 6.5 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	Unit Below				
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			SULAKBARI ASSESSOR
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

**HOUSE ENERGY RATING**

134.7 MJ/m<sup>2</sup>/ANNUM 6.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 60 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5.5	Conditioned	Unconditioned	Heat	Cool	Total
	59.8	4.7	158.6	21.3	179.9

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	<sup>+</sup> Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	21.7	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

179.9 MJ/m<sup>2</sup> / ANNUM 5.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI

ASSESSOR





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 61 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6	Conditioned	Unconditioned	Heat	Cool	Total
	85.5	5.5	109.7	38.5	148.2

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type		Insulation R Value		Colour - solar absorptance	
Concrete		Unit Above		N/A	
Ceilings					
Construction Type		Insulation R Value		Insulation description	
Concrete/Plasterboard		Unit Above		N/A	
Floors					
Construction Type		Insulation R Value		Insulation description	
Suspended Concrete Slab		Unit Below			
Internal Walls					
Construction Type		Insulation R Value		Insulation description	
Cavity wall		None			
External Walls					
Construction Type		Insulation R Value		Colour - solar absorptance	
Concrete/Lined		R 2.0		Medium	
Cladding as selected		R 2.0 + Sarking			
Fire Rated - Party Wall		Fire/Acoustic Only		Between Units	
					& Units/Shared Spaces
Windows					
Glass identification, colour, thickness (mm)*		Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )
Single Glazed Clear		Imp. Aluminium	6.5	0.75	27.8
Carpets, Internal Window Coverings and Pelmet <i> (features included in the rating must have a degree of permanency)</i>					
[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-“floor/window coverings included for EER purposes see inclusions for final allowances”					
External Shading <i> (eg pergolas, verandas, louvres, awnings etc)</i>					
Shading Devices as per Plans					
Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration					
Orientation (from nominal north)		0			*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category		Climate 24			
Ventilated skylights					
Seals to windows and doors		Yes			
Exhaust fans without dampers		No			
Vented downlights		Sealed Lighting			
					<div>HOUSE ENERGY RATING</div> <div>148.2 MJ/m<sup>2</sup> / ANNUM      6      STARS</div>

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

148.2 MJ/m<sup>2</sup> / ANNUM 6 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI

ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 62 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	109.5	15.5	125.1

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			HOUSE ENERGY RATING
Concrete	Unit Above	N/A			
Ceilings				125.1 MJ/m <sup>2</sup> /ANNUM 6.5 STARS	
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			15-07-2016
Floors					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			SUAKBARI ASSESSOR
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 63 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	109.5	15.5	125.1

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					125.1 MJ/m <sup>2</sup> /ANNUM 6.5 STAR
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	Unit Below				
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			SULAKBARI
Cavity wall	None				ASSESSOR
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

125.1 MJ/m<sup>2</sup> / ANNUM 6.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 64 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	111.7	7.5	109.0	27.7	136.7

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					136.7 MJ/m <sup>2</sup> /ANNUM 6.5 STAR
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	Unit Below				
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			SULAKBARI
Cavity wall	None				ASSESSOR
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	45.9	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

136.7 MJ/m<sup>2</sup> / ANNUM 6.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 65 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6	Conditioned	Unconditioned	Heat	Cool	Total
	116.8	10.6	130.7	30.1	160.8

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Concrete/Plasterboard	Unit Above	N/A			
Floors					160.8 MJ/m <sup>2</sup> /ANNUM 6 STAR
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	Unit Below				
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			SULAKBARI
Cavity wall	None				ASSESSOR
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined	R 2.0	Medium			
Cladding as selected	R 2.0 + Sarking				
Fire Rated - Party Wall	Fire/Acoustic Only	Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	54.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

160.8 MJ/m<sup>2</sup> / ANNUM 6 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI  
ASSESSOR





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 66 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.5	Conditioned	Unconditioned	Heat	Cool	Total
	99.8	6.5	128.2	11.4	139.6

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	28.9	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

139.6 MJ/m<sup>2</sup> / ANNUM 6.5 STARS

15-07-2016

SULAIMAN AKBARI

SUAKBARI

ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 67 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

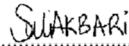
Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5	Conditioned	Unconditioned	Heat	Cool	Total
	99.1	6.4	176.0	16.1	192.1

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	N/A			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above	N/A			
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			192.1 MJ/m <sup>2</sup> / ANNUM 5 STARS
Concrete/Lined	R 2.0	Medium			15-07-2016 SULAIMAN AKBARI  ASSESSOR
Cladding as selected	R 2.0 + Sarking	Between Units & Units/Shared Spaces			
Fire Rated - Party Wall	Fire/Acoustic Only				
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	39.5	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.



## Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

### Property Information

Unit 68 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

### Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5.5	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	149.2	18.2	167.4

### Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Colorbond Roof	R 1.5	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Plasterboard	R 3.0				
Floors					167.4 MJ/m <sup>2</sup> / ANNUM 5.5 STAR
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	Unit Below				
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			SULAIMAN AKBARI
Cavity wall	None				ASSESSOR
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

### Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

### External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

### Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

**HOUSE ENERGY RATING**

167.4 MJ/m<sup>2</sup> / ANNUM 5.5 STARS

15-07-2016

SULAIMAN AKBARI

*SULAIMAN AKBARI*  
ASSESSOR





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 69 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5.5	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	149.2	18.2	167.4

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Colorbond Roof	R 1.5	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Plasterboard	R 3.0				
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					167.4 MJ/m² / ANNUM 5.5 STARS
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				15-07-2016
External Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Colour - solar absorptance			SULAIMAN AKBARI
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			ASSESSOR
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m²)	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

167.4 MJ/m<sup>2</sup> / ANNUM 5.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 70 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.0	Conditioned	Unconditioned	Heat	Cool	Total
	76.5	4.5	137.9	20.1	158.0

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Colorbond Roof	R 1.5	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Plasterboard	R 3.0				
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					158.0 MJ/m <sup>2</sup> /ANNUM 6 STARS
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				15-07-2016
External Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Colour - solar absorptance			SULAIMAN AKBARI
Concrete/Lined	R 2.0	Medium			ASSESSOR
Cladding as selected	R 2.0 + Sarking	Between Units & Units/Shared Spaces			
Fire Rated - Party Wall	Fire/Acoustic Only				
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	24.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 71 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5.5	Conditioned	Unconditioned	Heat	Cool	Total
	111.7	7.5	149.4	34.3	183.8

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Colorbond Roof	R 1.5	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			HOUSE ENERGY RATING
Plasterboard	R 3.0				
Floors					183.8 MJ/m <sup>2</sup> / ANNUM    5.5 STARS
Construction Type	Insulation R Value	Insulation description			15-07-2016
Suspended Concrete Slab	Unit Below				
Internal Walls					SULAIMAN AKBARI
Construction Type	Insulation R Value	Insulation description			SULAKBARI
Cavity wall	None				ASSESSOR
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	45.9	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

183.8 MJ/m<sup>2</sup> / ANNUM 5.5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 72 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5	Conditioned	Unconditioned	Heat	Cool	Total
	116.8	10.6	166.9	31.5	198.4

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Colorbond Roof	R 1.5	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Plasterboard	R 3.0				
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	<sup>+</sup> Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	54.2	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

198.4 MJ/m<sup>2</sup> / ANNUM 5 STARS

15-07-2016

SULAIMAN AKBARI

SULAKBARI  
ASSESSOR



# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 73 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5.5	Conditioned	Unconditioned	Heat	Cool	Total
	99.8	6.5	148.0	17.6	165.6

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Colorbond Roof	R 1.5	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Plasterboard	R 3.0				
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	
Single Glazed Clear	Imp. Aluminium	6.5	0.75	28.9	

HOUSE ENERGY RATING	
165.6 MJ/m <sup>2</sup> /ANNUM	5.5 STARS
15-07-2016	
SULAIMAN AKBARI	
SULAKBARI	
ASSESSOR	

*\*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.*

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.





# Energy Efficiency Rating Certificate for a single dwelling\*

Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

## Property Information

Unit 74 Block 46 Section 50  
Street Address "Parc", Bowman Street, Macquarie, ACT, 2614  
Property Owner Bowman Developments Corporation Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [Lic No. 2011217] Company Arc Essentials  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arc essentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
5	Conditioned	Unconditioned	Heat	Cool	Total
	99.1	6.4	190.6	23.5	214.2

## Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Colorbond Roof	R 1.5	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Plasterboard	R 3.0				
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined Cladding as selected Fire Rated - Party Wall	R 2.0 R 2.0 + Sarking Fire/Acoustic Only	Medium  Between Units & Units/Shared Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.5	0.75	39.5	

## Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

[Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-"floor/window coverings included for EER purposes see inclusions for final allowances"

## External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

## Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	No
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

## HOUSE ENERGY RATING

214.2 MJ/m<sup>2</sup> / ANNUM 5 STARS

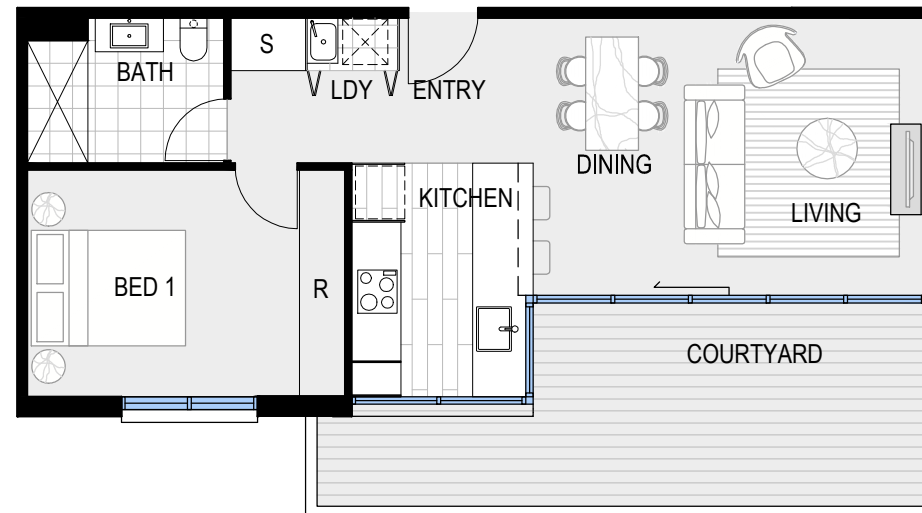
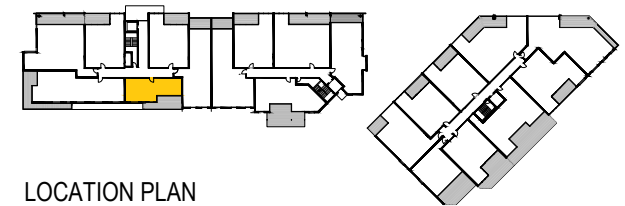
15-07-2016

SULAIMAN AKBARI

SULAIMAN AKBARI

ASSESSOR

## **Annexure “B” – Plan**



APARTMENT TYPE : 1A - C

1 BEDROOM

Living area: 57m<sup>2</sup>

Balcony : 17m<sup>2</sup>

Carspace : 1

UNIT NUMBERS: U3

2 Bowman st, Macquarie

SCALE: 1:100

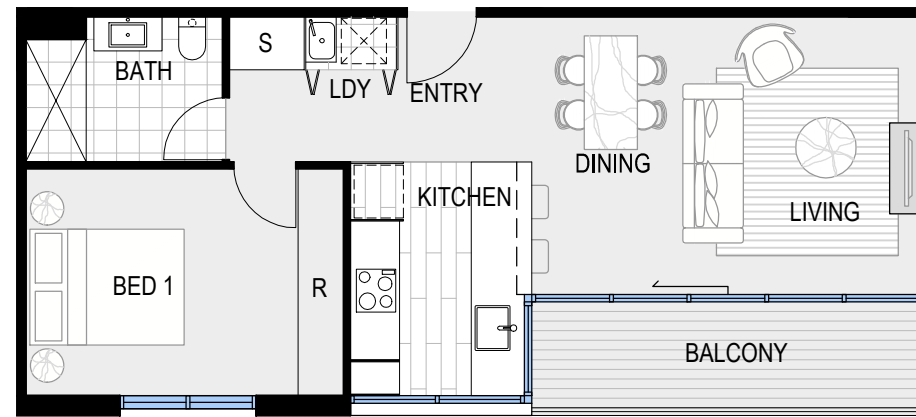
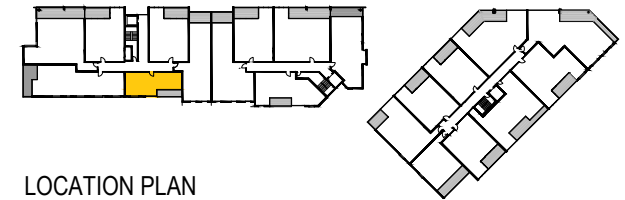


**parc.**

**PARC**

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.





# APARTMENT TYPE : 1A

## 1 BEDROOM

Living area: 57m<sup>2</sup>

Balcony : 7m<sup>2</sup>

Carspace : 1

UNIT NUMBERS: U9, U15,

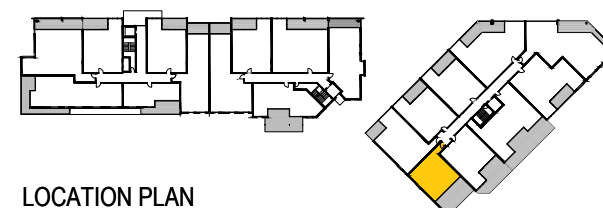
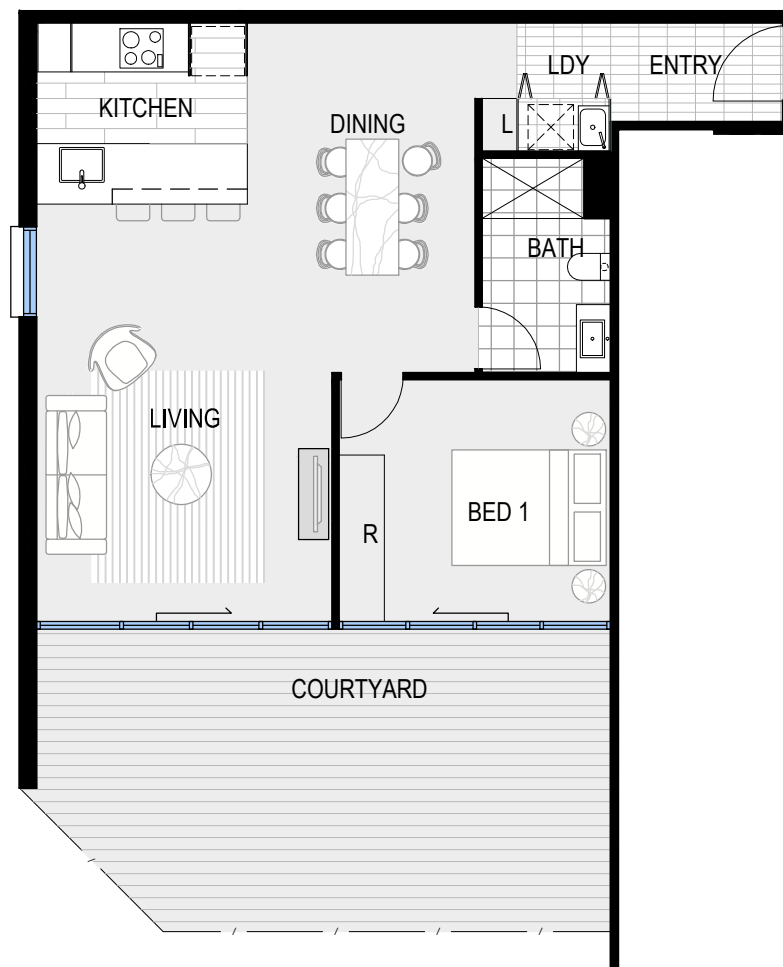
2 Bowman st, Macquarie

SCALE: 1:100



## PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



LOCATION PLAN

APARTMENT TYPE : 1B-C

1 BEDROOM

Living area: 68m<sup>2</sup>

Balcony : 29m<sup>2</sup>

Carspace : 1

UNIT NUMBERS: U42,

2 Bowman st, Macquarie

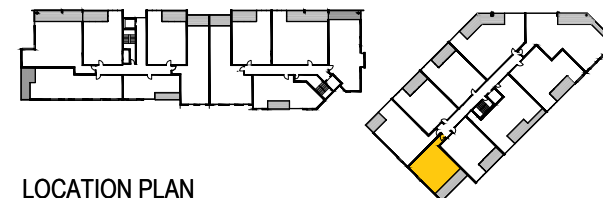
SCALE: 1:100



**parc.**

**PARC**

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



LOCATION PLAN

# APARTMENT TYPE : 1B

## 1 BEDROOM

Living area: 68m<sup>2</sup>

Balcony : 15m<sup>2</sup>

Carspace : 1

UNIT NUMBERS: U51, U60,

2 Bowman st, Macquarie

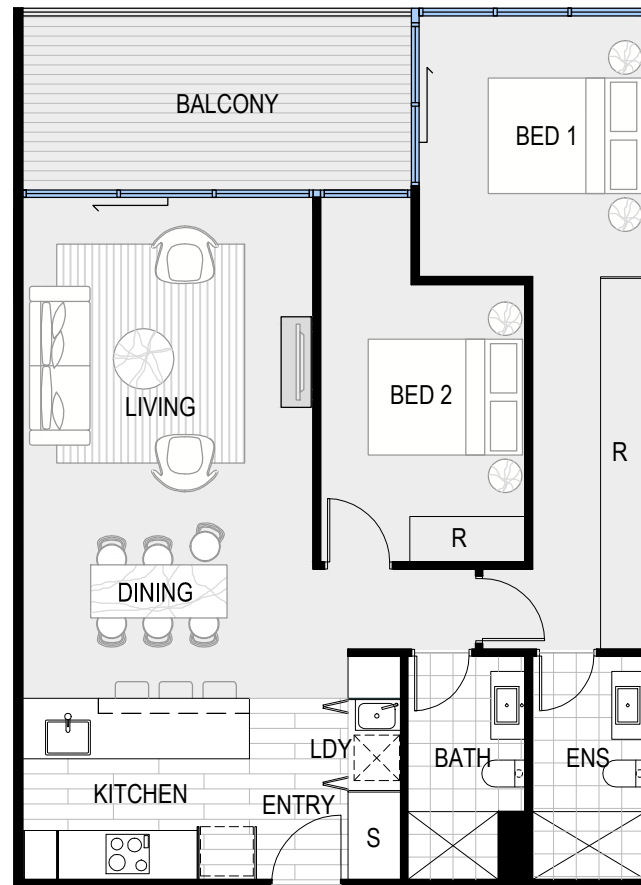
SCALE: 1:100



**parc.**

## PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



LOCATION PLAN

# APARTMENT TYPE : 2A

## 2 BEDROOM

Living area: 86m<sup>2</sup>

Balcony : 11m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U1, U6, U7, U12, U13, U18, U19, U22  
U38, U63, U70,

2 Bowman st, Macquarie

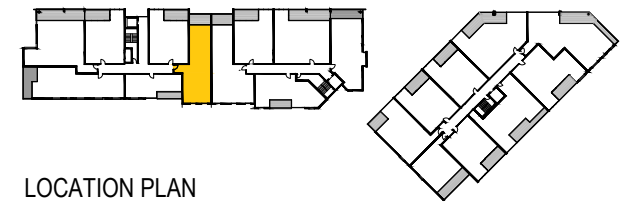
SCALE: 1:100



**parc.**

## PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



# APARTMENT TYPE : 2B

## 2 BEDROOM

Living area: 95m<sup>2</sup>

Balcony : 9m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U2, U8, U14,

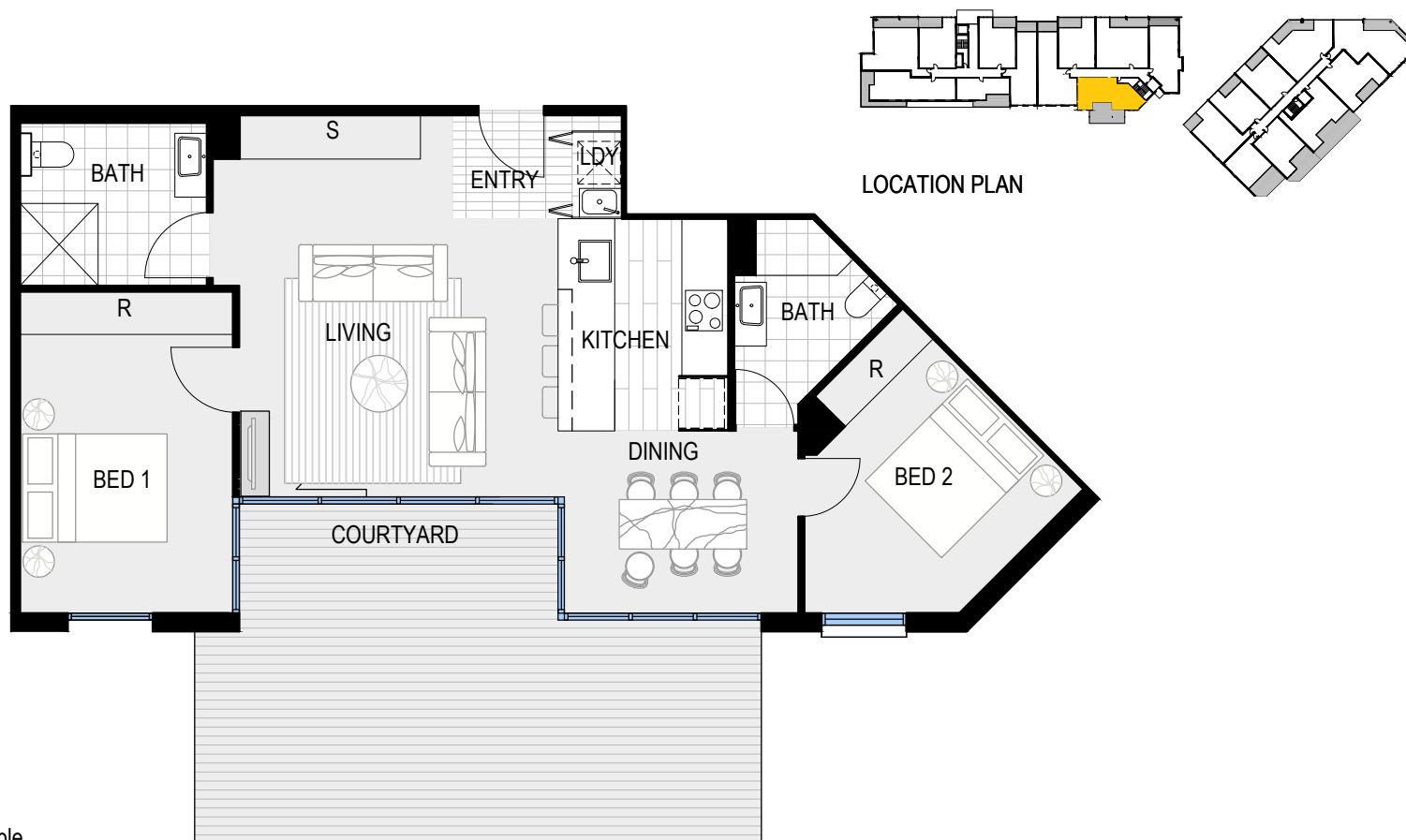
2 Bowman st, Macquarie

SCALE: 1:100



## PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



APARTMENT TYPE : 2C - C Adaptable

## 2 BEDROOM

Living area: 87m<sup>2</sup>

Balcony : 32m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U23,

2 Bowman st, Macquarie

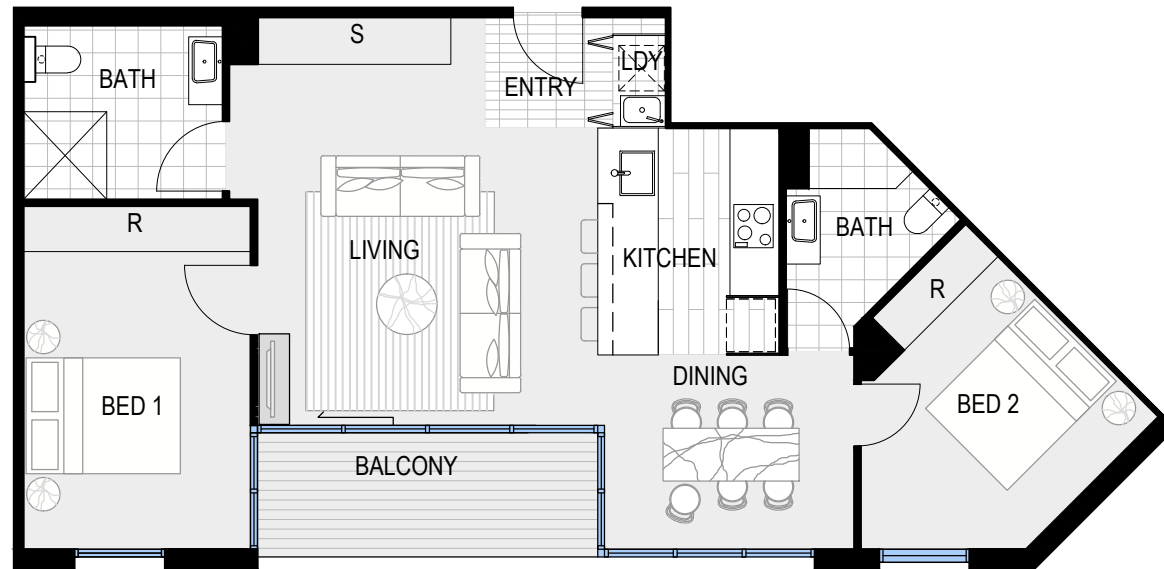
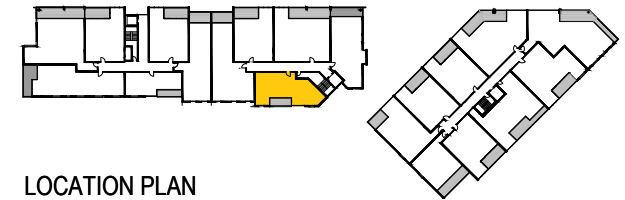
SCALE: 1:100 0 1 2 5 m



**parc.**

## PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



APARTMENT TYPE : 2C Adaptable

2 BEDROOM

Living area: 87m<sup>2</sup>

Balcony : 6m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U28, U33

2 Bowman st, Macquarie

SCALE: 1:100



**parc.**

**PARC**

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



# APARTMENT TYPE : 2D - C

## 2 BEDROOM

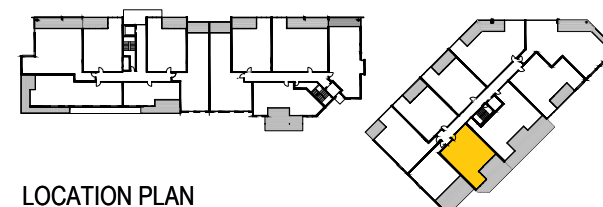
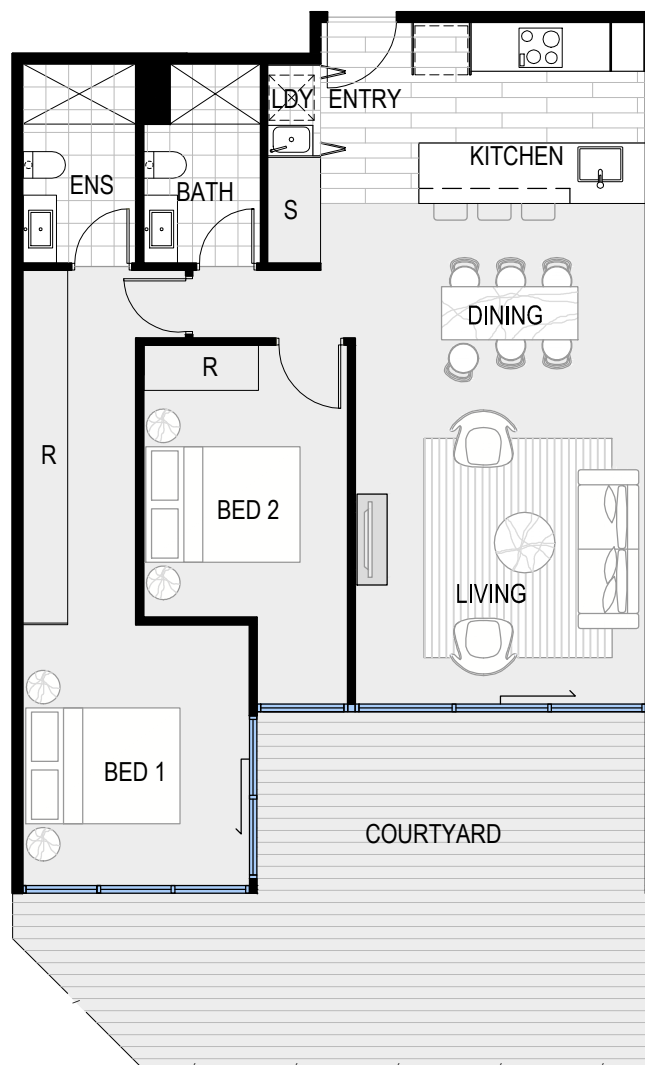
Living area: 84m<sup>2</sup>

Balcony : 29m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U41

2 Bowman st, Macquarie



LOCATION PLAN

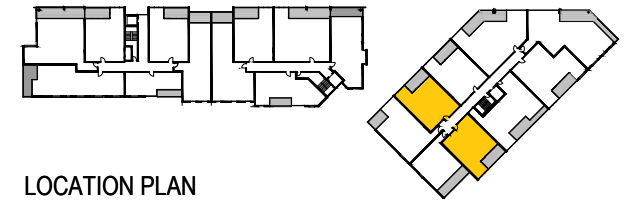
SCALE: 1:100 0 1 2 5 m



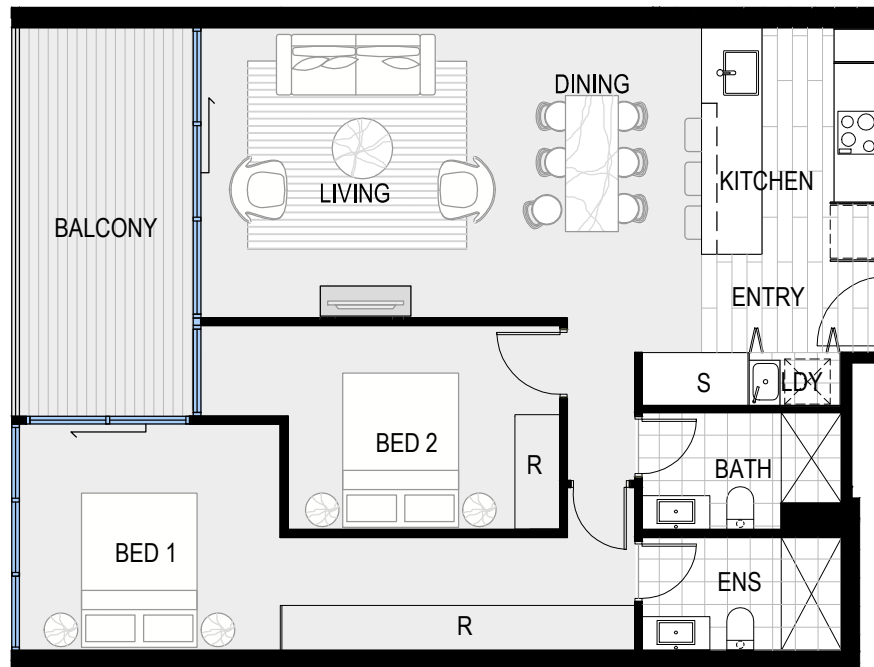
**parc.**

## PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



LOCATION PLAN



APARTMENT TYPE : 2D

2 BEDROOM

Living area: 84m<sup>2</sup>

Balcony : 11m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U44, U50, U53, U59, U62, U68, U69,

SCALE: 1:100

SCALE: 1:100

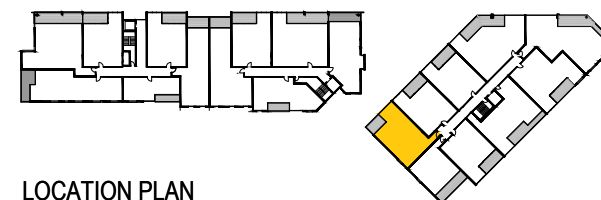


2 Bowman st, Macquarie

**parc.**

**PARC**

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



LOCATION PLAN

APARTMENT TYPE : 2E

2 BEDROOM

Living area: 94m<sup>2</sup>

Balcony : 8m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U43, U52, U61,

SCALE: 1:100

SCALE: 1:100



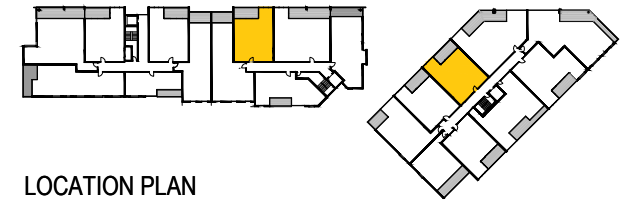
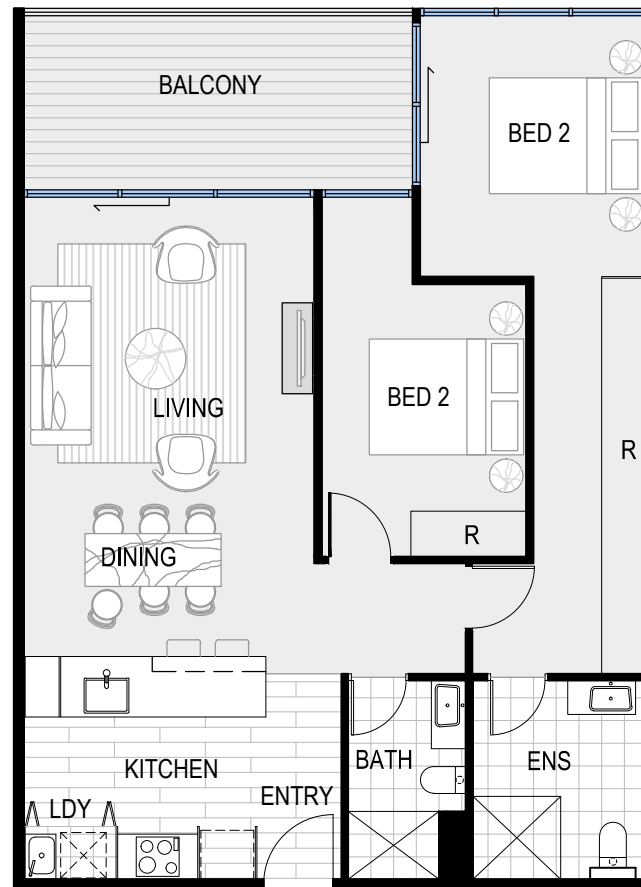
2 Bowman st, Macquarie

**parc.**

**PARC**

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.

**morris**  
property  
group



APARTMENT TYPE : 2F Adaptable

### 2 BEDROOM

Living area: 86m<sup>2</sup>

Balcony : 12m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U25, U30, U35, U45, U54,

2 Bowman st, Macquarie

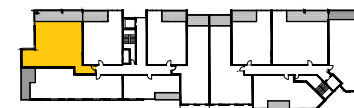
SCALE: 1:100



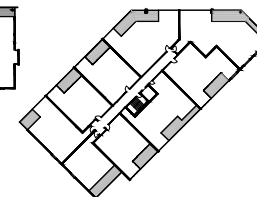
**parc.**

### PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



LOCATION PLAN



APARTMENT TYPE : 3A

3 BEDROOM

Living area: 119m<sup>2</sup>

Balcony : 23m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U5, U11, U17, U21

2 Bowman st, Macquarie

SCALE: 1:100 0 1 2 5 m

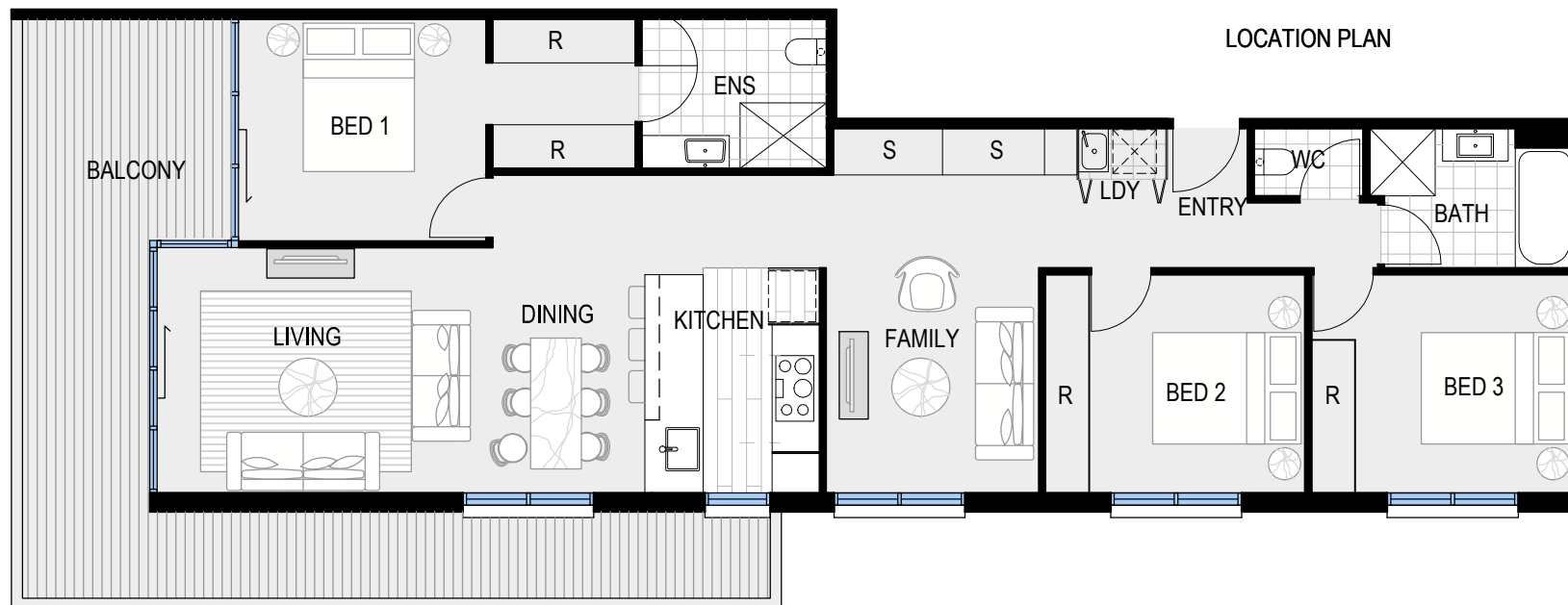


**parc.**

**PARC**

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.

**morris**  
property  
group



LOCATION PLAN

APARTMENT TYPE : 3B - C

3 BEDROOM

Living area: 116m<sup>2</sup>

Balcony : 27m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U4

2 Bowman st, Macquarie

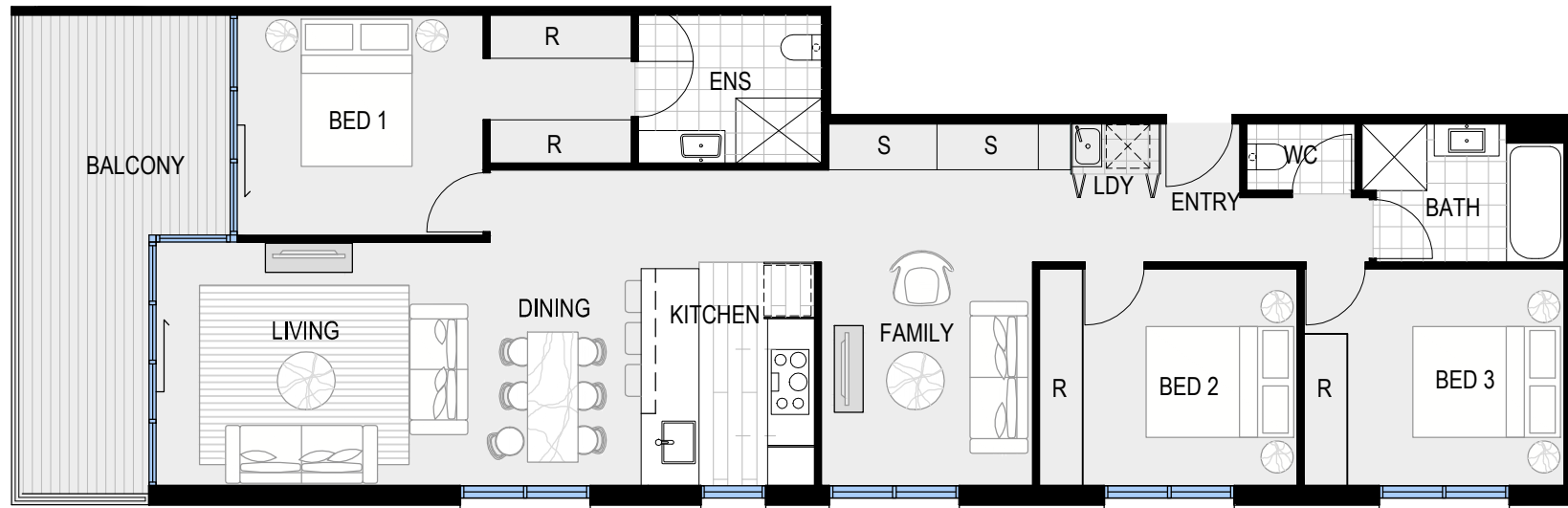
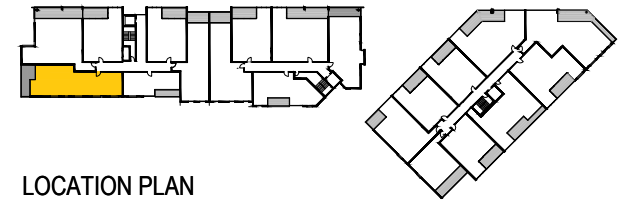
SCALE: 1:100



**parc.**

**PARC**

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



# APARTMENT TYPE : 3B

## 3 BEDROOM

Living area: 116m<sup>2</sup>

Balcony : 15m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U10, U16,

2 Bowman st, Macquarie

SCALE: 1:100

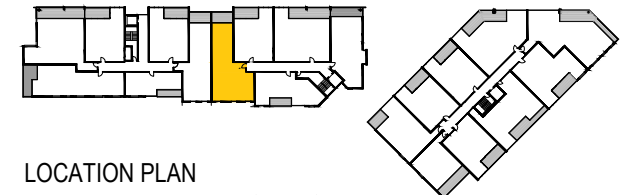


**parc.**

## PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.





APARTMENT TYPE : 3C

3 BEDROOM

Living area: 114m<sup>2</sup>

Balcony : 9m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U24, U29, U34,

2 Bowman st, Macquarie

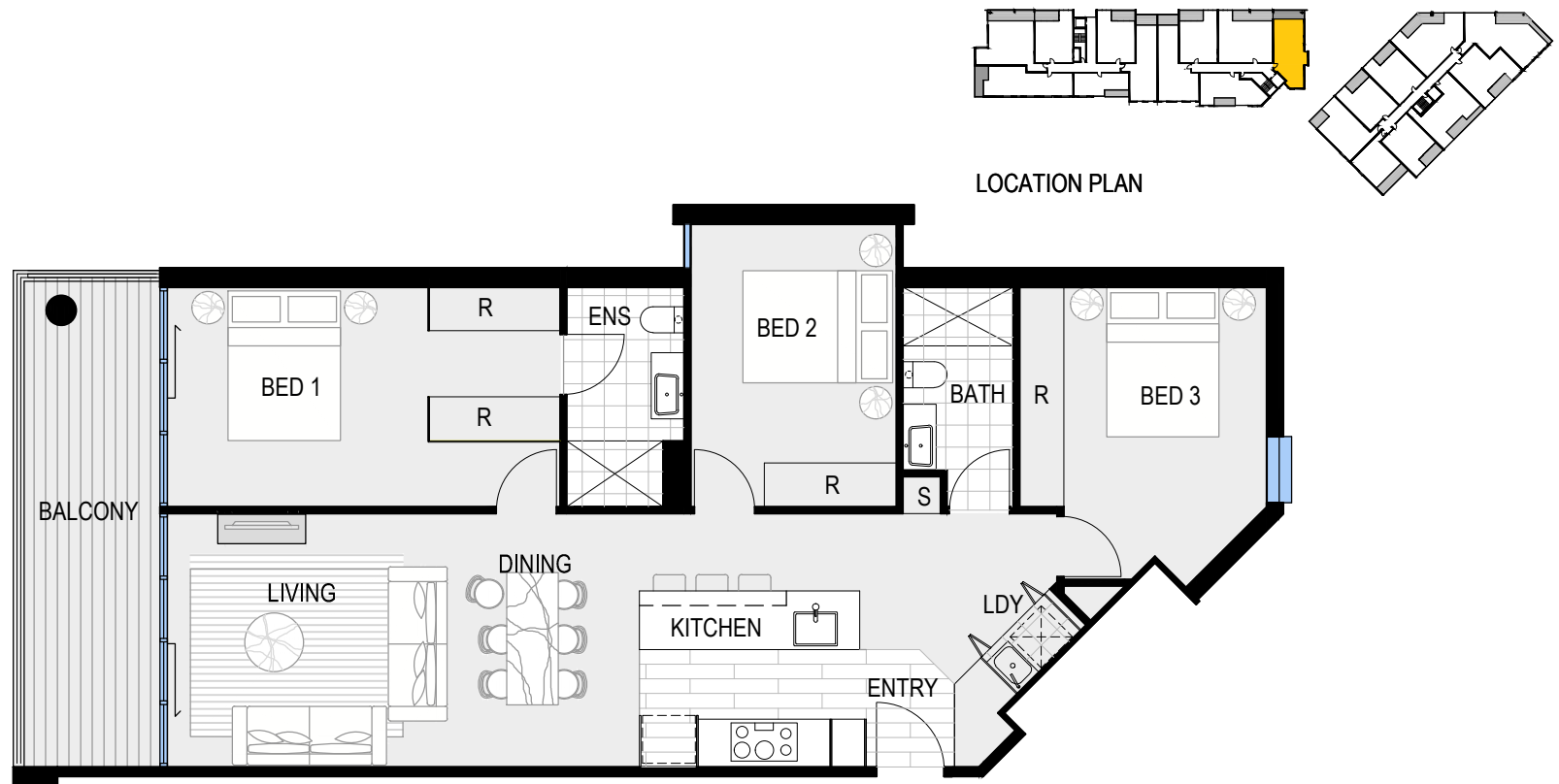
SCALE: 1:100



**parc.**

**PARC**

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



APARTMENT TYPE : 3D

3 BEDROOM

Living area: 98m<sup>2</sup>

Balcony : 12m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U27, U32, U37, U40

2 Bowman st, Macquarie

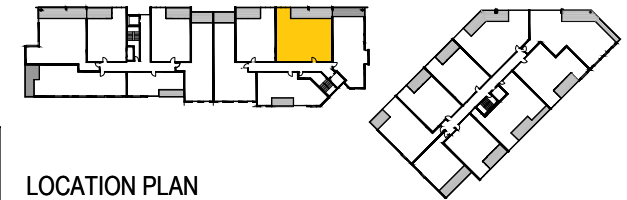
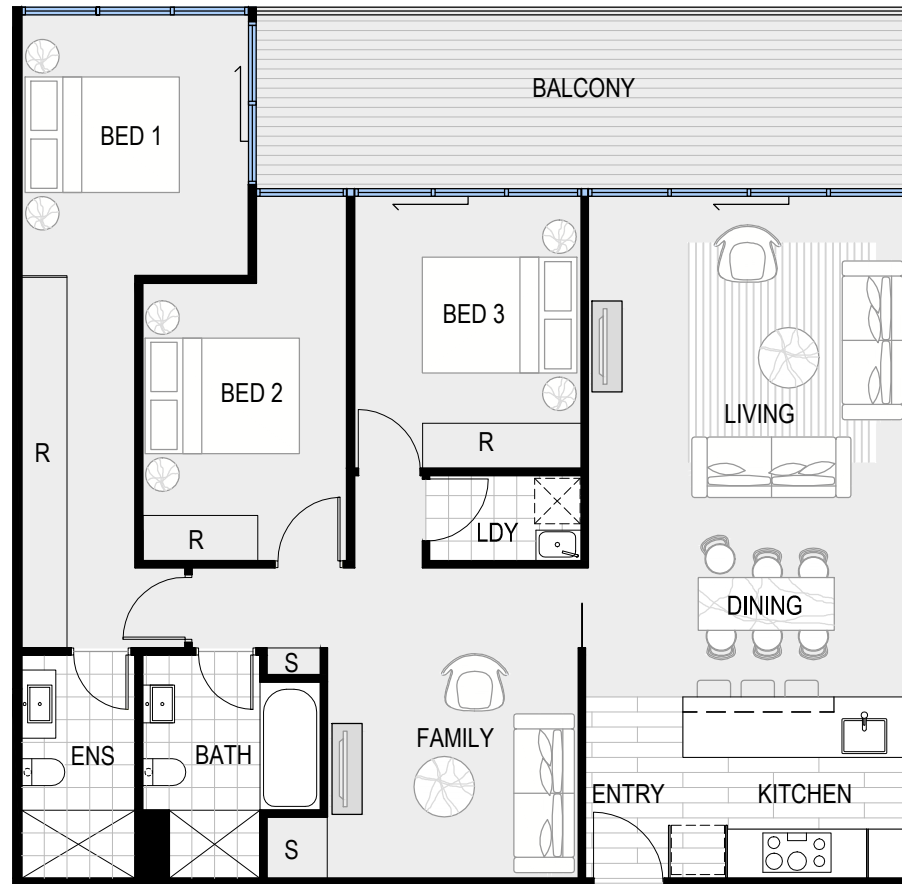
SCALE: 1:100



**parc.**

**PARC**

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



LOCATION PLAN

# APARTMENT TYPE : 3E

## 3 BEDROOM

Living area: 118m<sup>2</sup>

Balcony : 19m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U26, U31, U36, U39

2 Bowman st, Macquarie

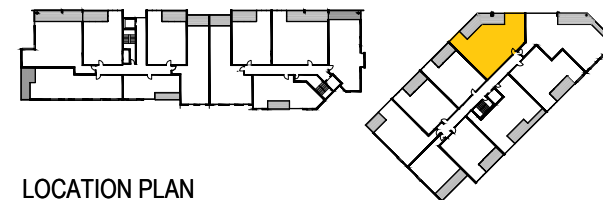
SCALE: 1:100



**parc.**

## PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



LOCATION PLAN

APARTMENT TYPE : 3F

3 BEDROOM

Living area: 124m<sup>2</sup>

Balcony : 23m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U46, U55, U64, U71

2 Bowman st, Macquarie

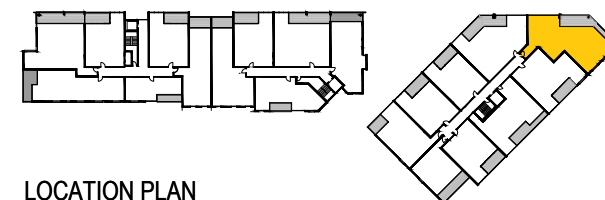
SCALE: 1:100



**parc.**

**PARC**

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



LOCATION PLAN

APARTMENT TYPE : 3G

3 BEDROOM

Living area: 138m<sup>2</sup>

Balcony : 22m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U47, U56, U65, U72,

2 Bowman st, Macquarie

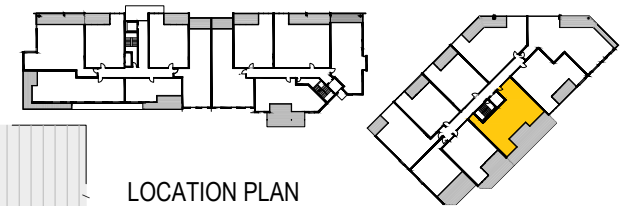
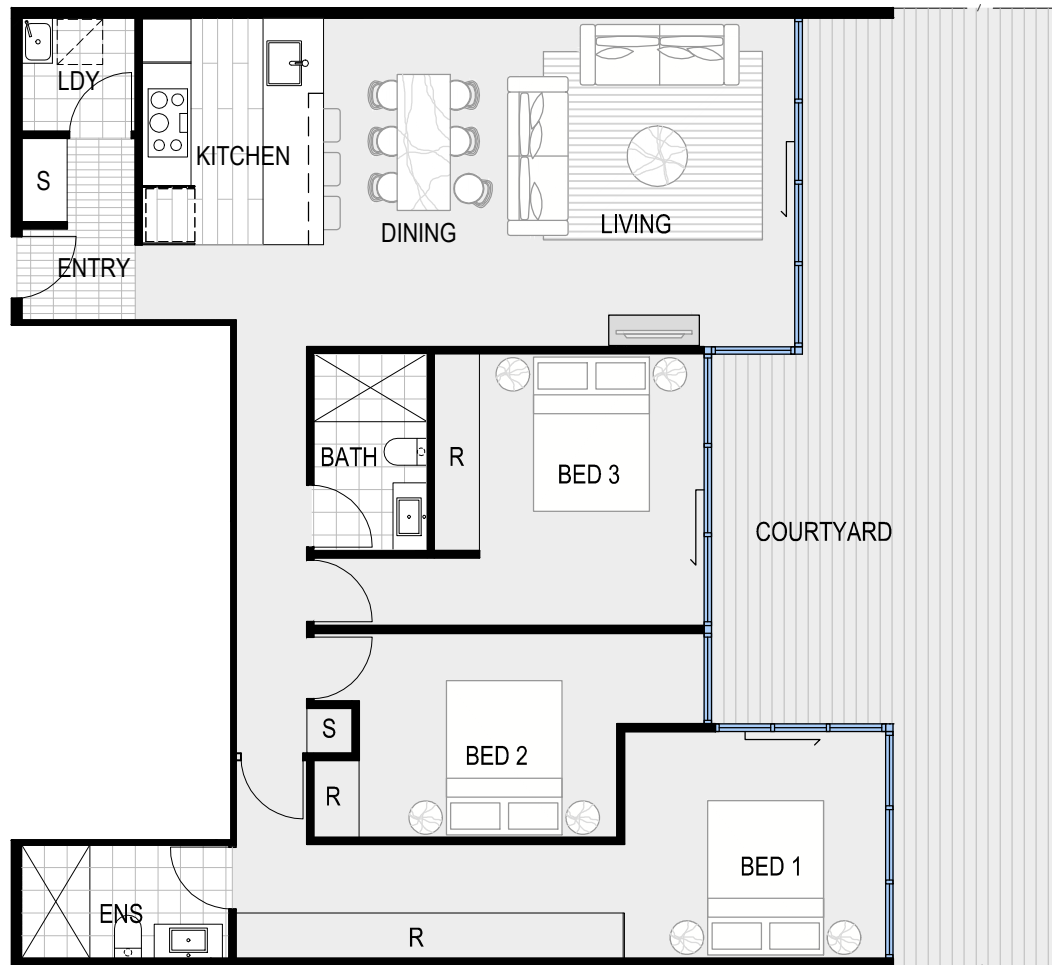
SCALE: 1:100 0 1 2 5 m



**parc.**

**PARC**

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



APARTMENT TYPE : 3H - C

3 BEDROOM

Living area: 110m<sup>2</sup>

Balcony : 46m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U49

2 Bowman st, Macquarie

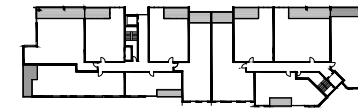
SCALE: 1:100 0 1 2 5 m



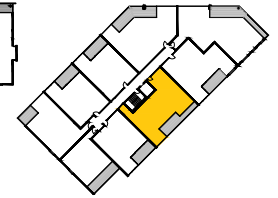
**parc.**

**PARC**

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



LOCATION PLAN



# APARTMENT TYPE : 3H

## 3 BEDROOM

Living area: 110m<sup>2</sup>

Balcony : 16m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U58, U67, U74,

2 Bowman st, Macquarie

SCALE: 1:100

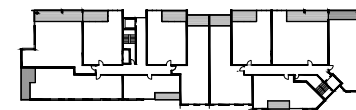


**parc.**

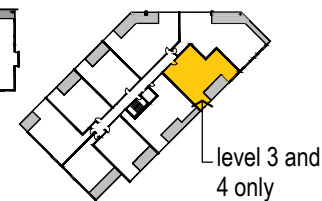
## PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.





LOCATION PLAN



level 3 and 4 only

APARTMENT TYPE : 3J

3 BEDROOM

Living area: 107m<sup>2</sup>

Balcony : 11m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U66, U73,

2 Bowman st, Macquarie

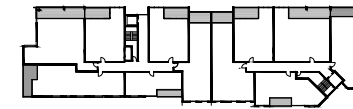
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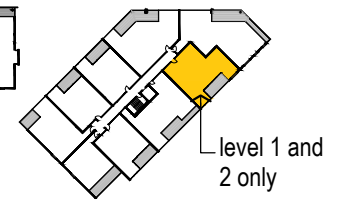
**parc.**

**PARC**

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



LOCATION PLAN



level 1 and 2 only

APARTMENT TYPE : 3K Adaptable

3 BEDROOM

Living area: 107m<sup>2</sup>

Balcony : 11m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U48, U57

2 Bowman st, Macquarie

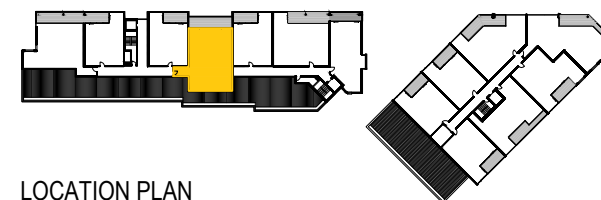
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**parc.**

**PARC**

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



LOCATION PLAN  
LEVEL 4

# APARTMENT TYPE : 3L

## 3 BEDROOM

Living area: 133m<sup>2</sup>

Balcony : 25m<sup>2</sup>

Carspace : 2

UNIT NUMBERS: U20,

2 Bowman st, Macquarie

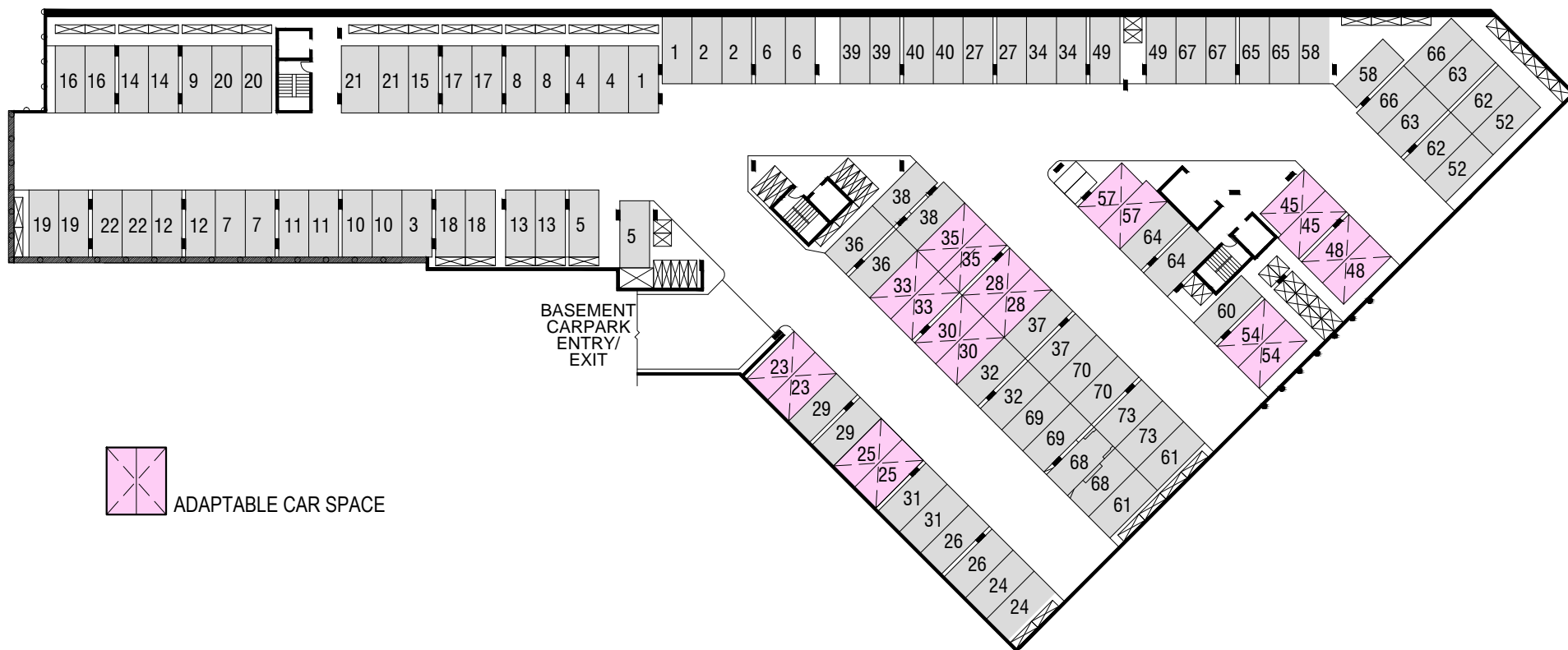
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**parc.**

## PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



BASEMENT PARKING PLAN



0 5 10 25m

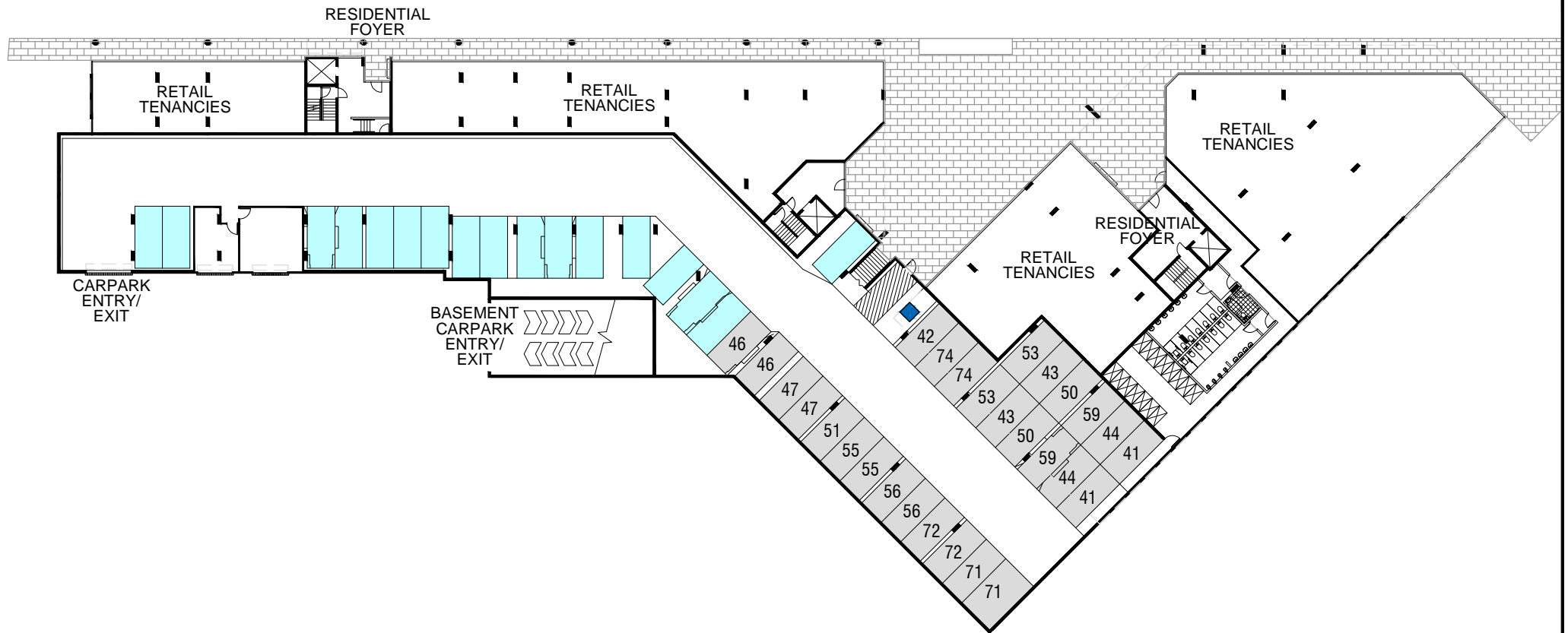


2 Bowman st, Macquarie

**parc.**

# PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
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GROUND FLOOR PLAN

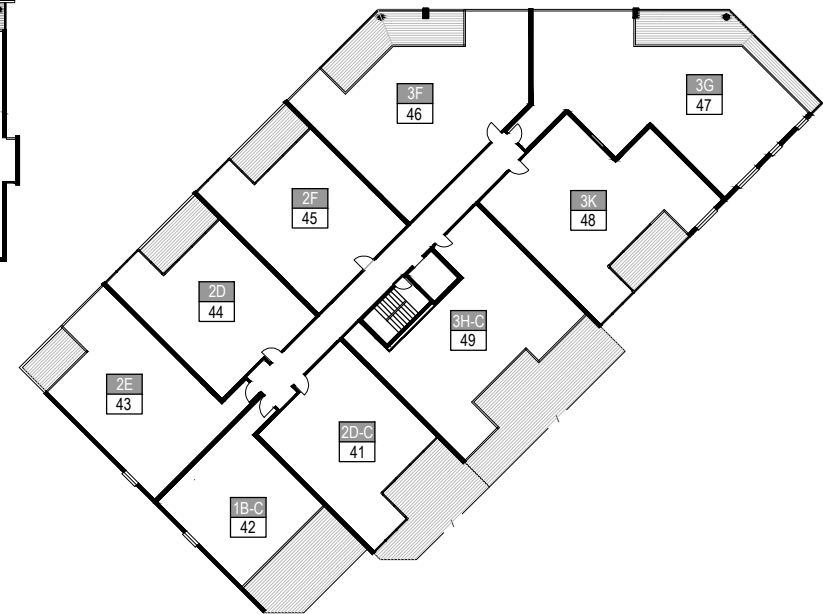
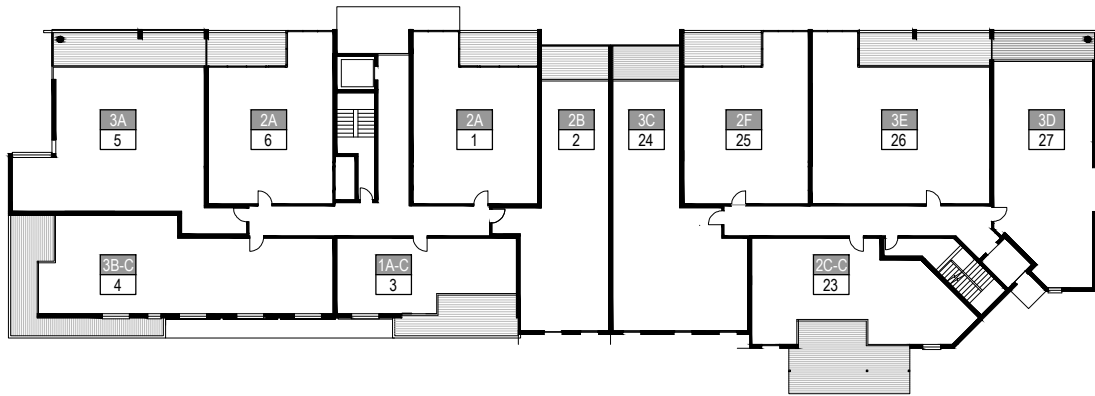
2 Bowman st, Macquarie

**parc.**

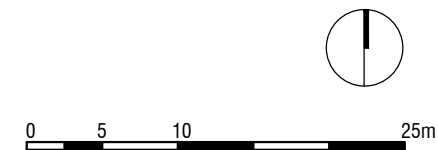
### PARC

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BUILDING A LEVEL 1

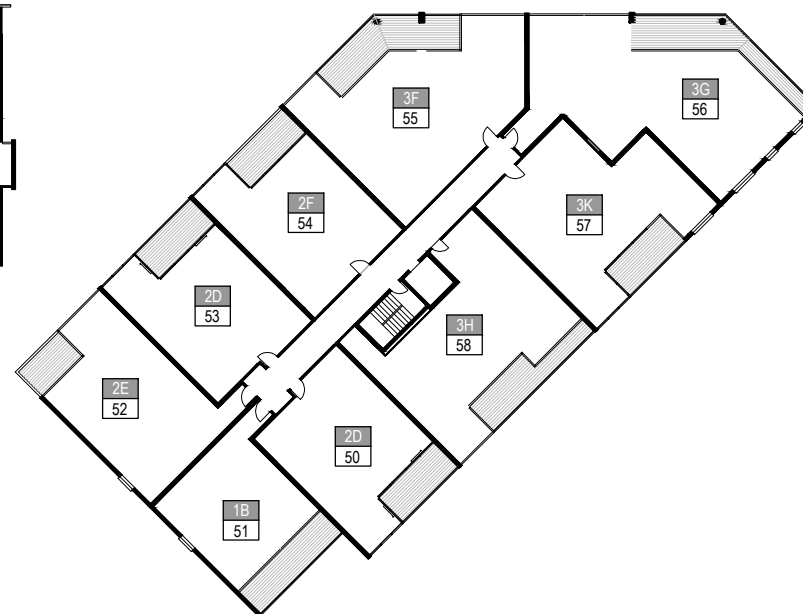
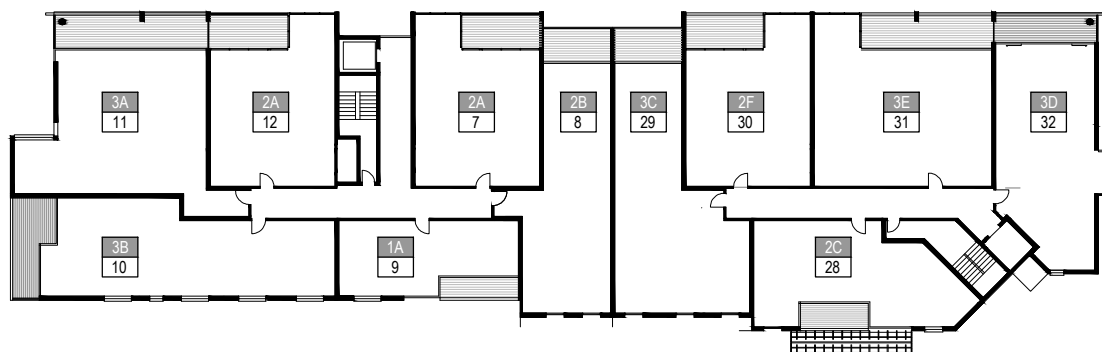


2 Bowman st, Macquarie

**parc.**

## PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
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BUILDING A LEVEL 2



0 5 10 25m

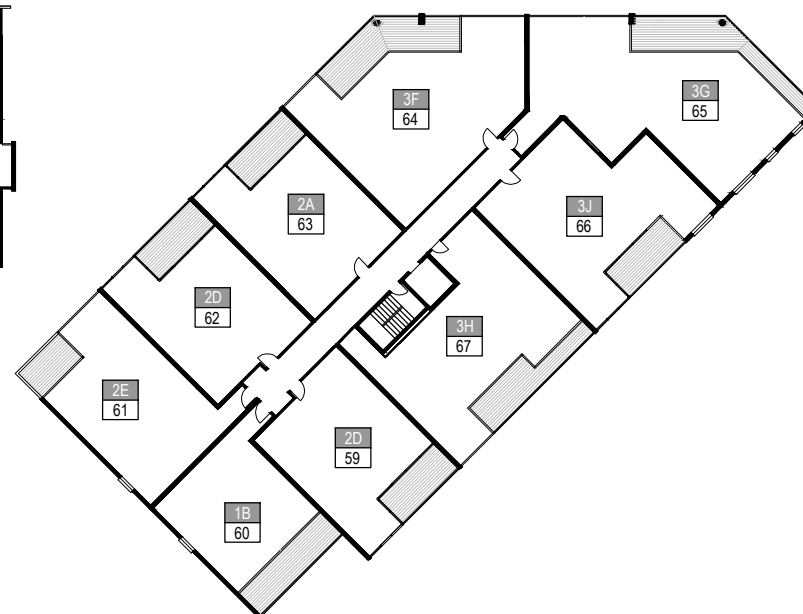
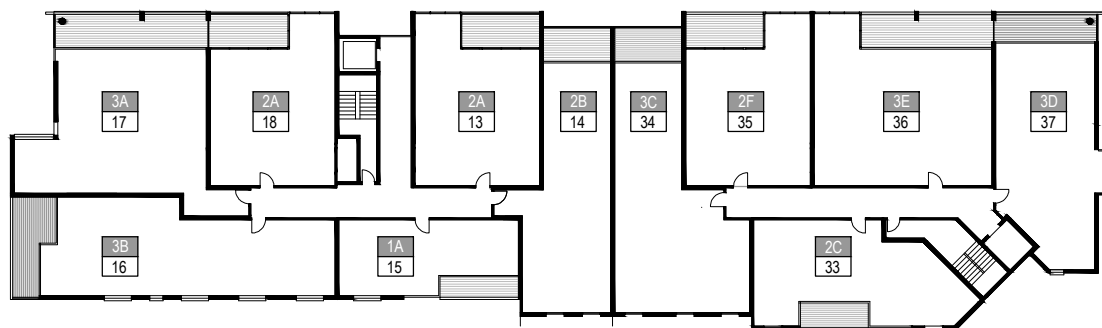


2 Bowman st, Macquarie

**parc.**

## PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



## BUILDING A LEVEL 3



2 Bowman st, Macquarie

**parc.**

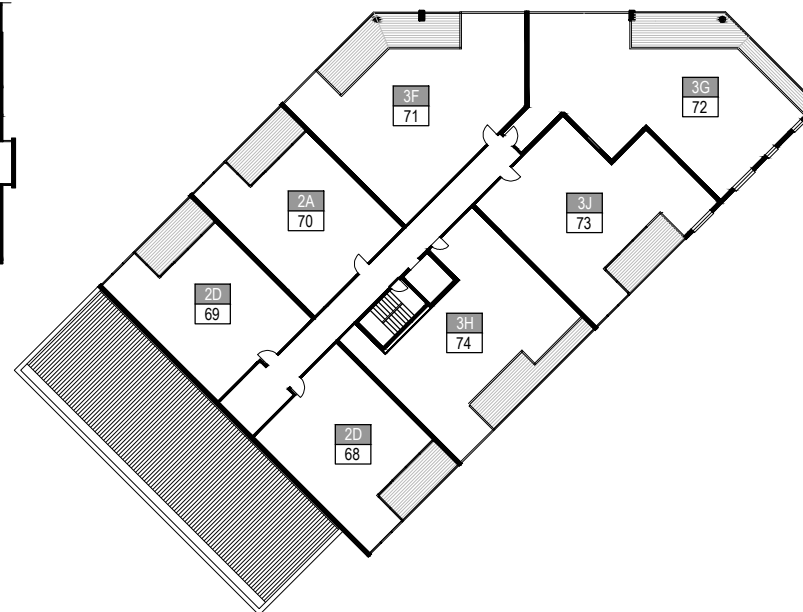
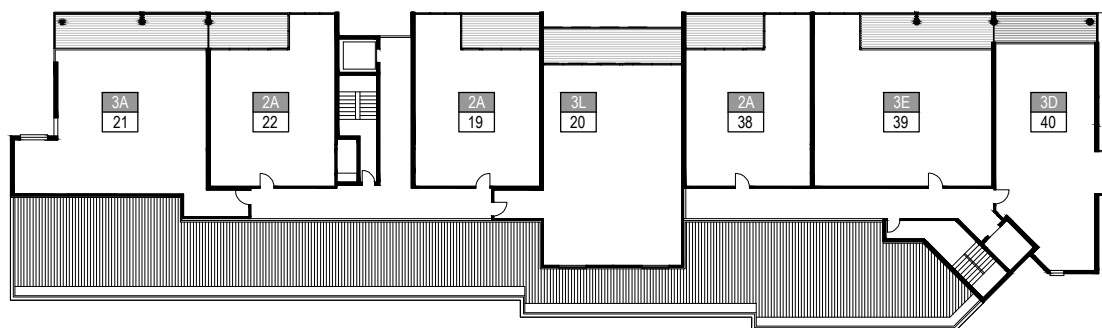
## PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls. External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



**morris**  
property  
group





BUILDING A LEVEL 4

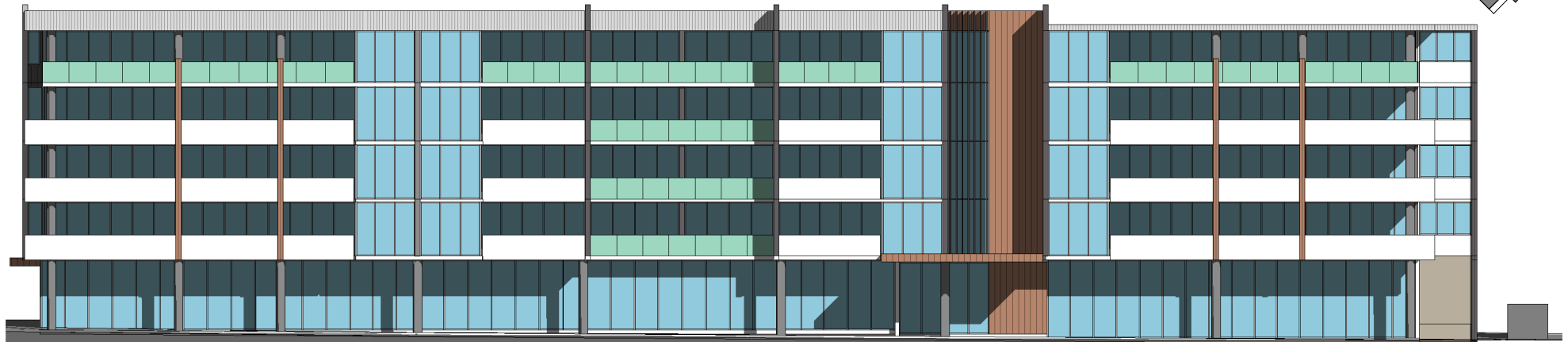
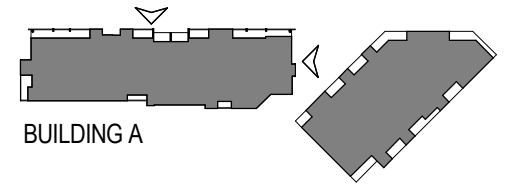


2 Bowman st, Macquarie

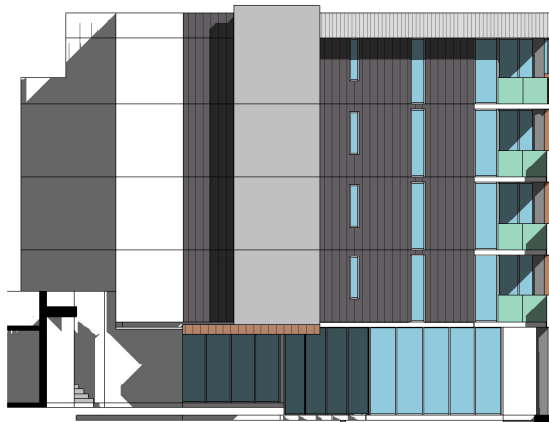


## PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



NORTH ELEVATION



EAST ELEVATION

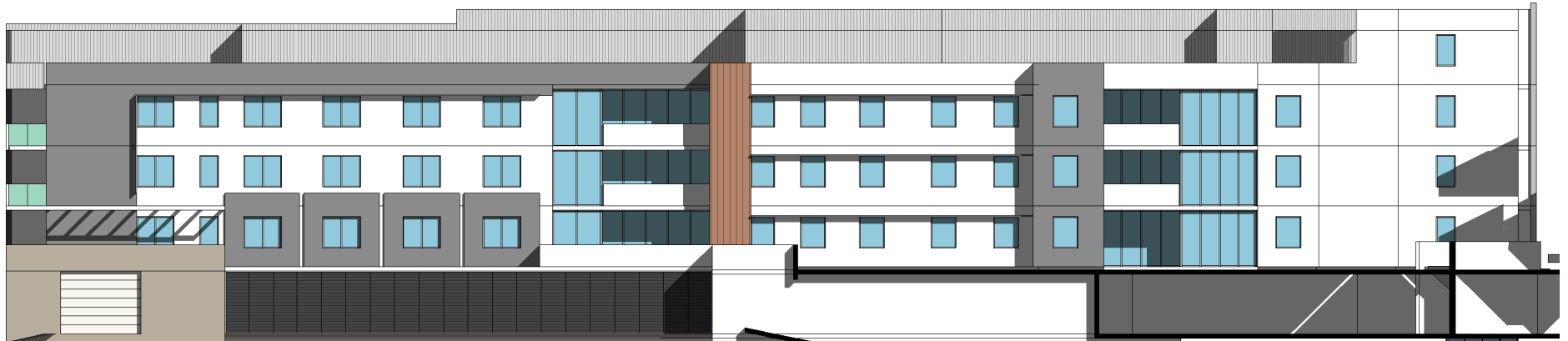
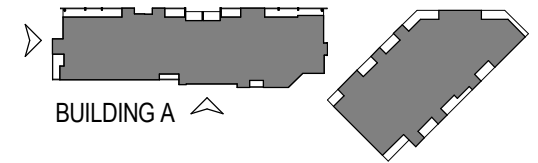
2 Bowman st, Macquarie



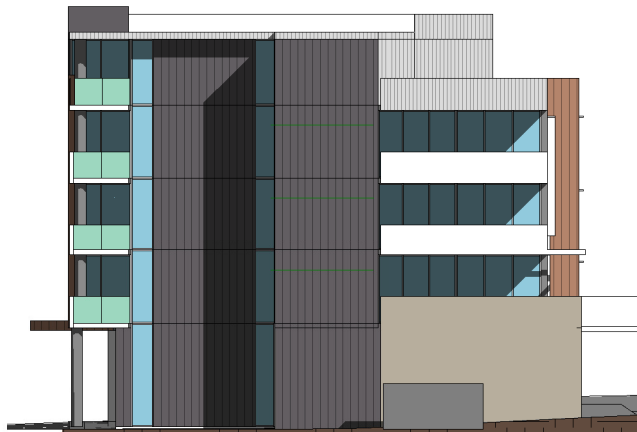
**parc.**

## PARC

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



SOUTH ELEVATION



WEST ELEVATION

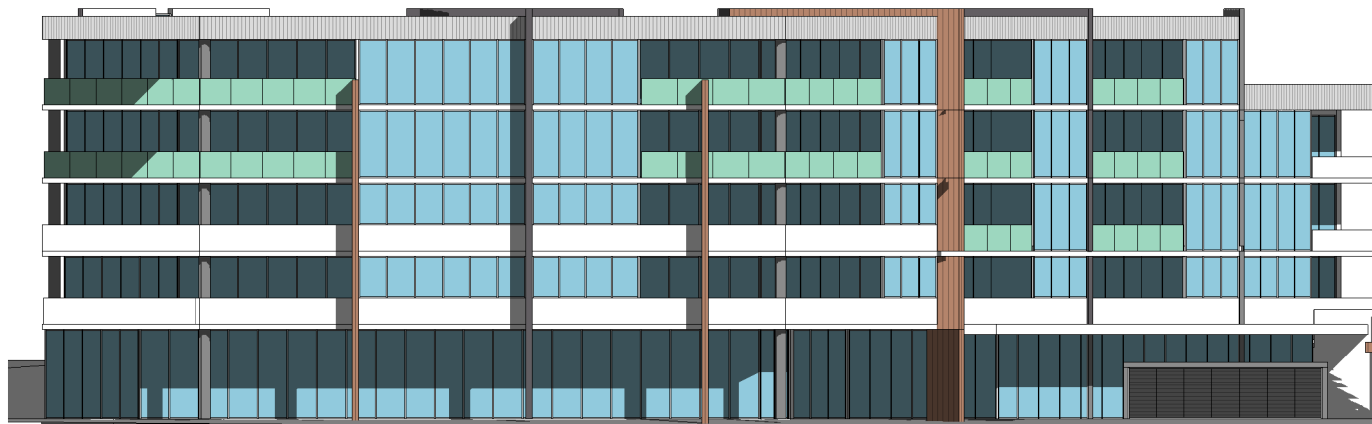
2 Bowman st, Macquarie



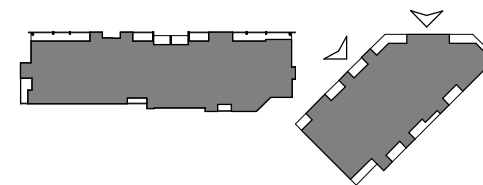
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## PARC

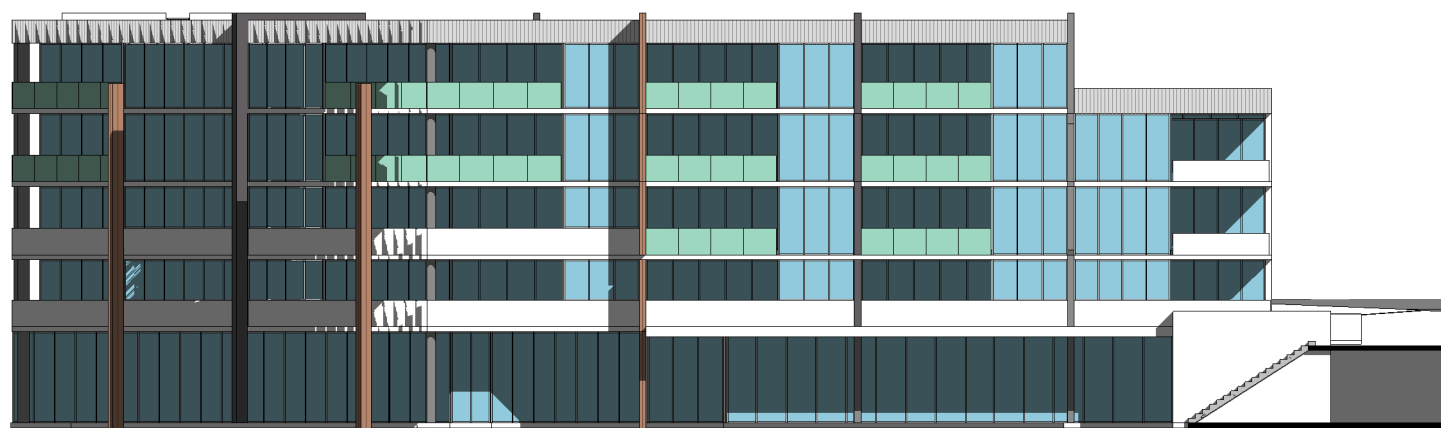
Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.



NORTH ELEVATION



BUILDING B



NORTH WEST ELEVATION

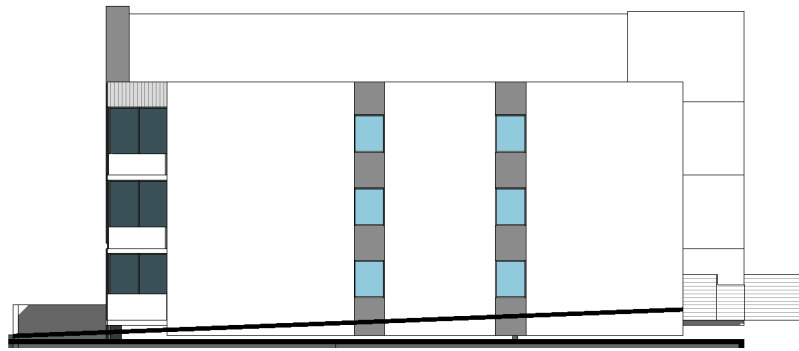
2 Bowman st, Macquarie



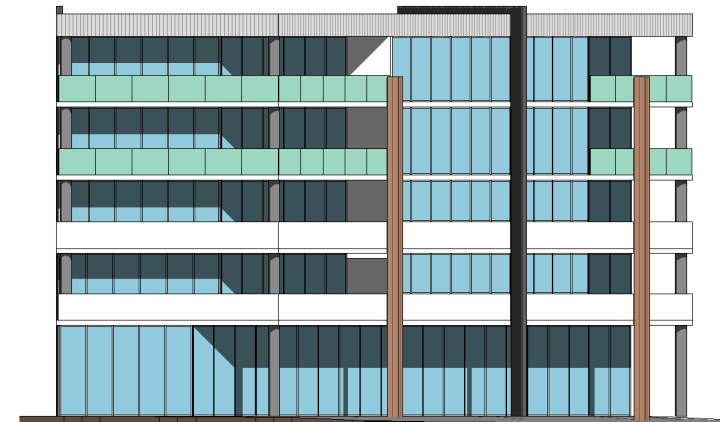
**parc.**

## PARC

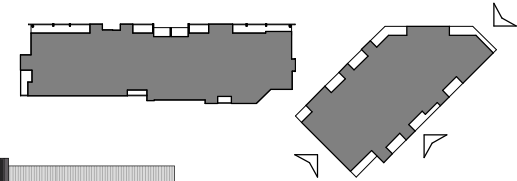
Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
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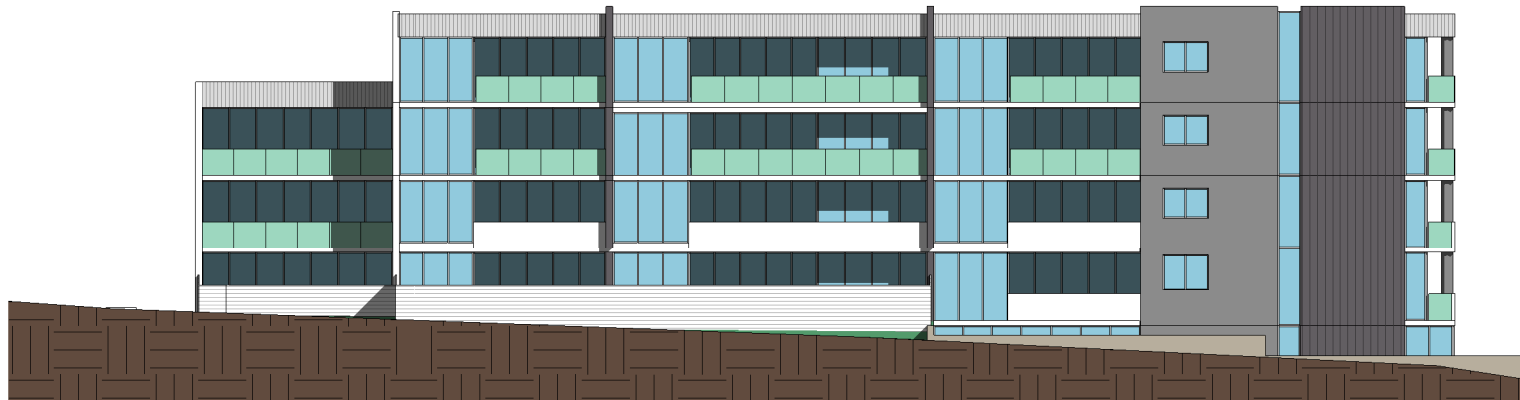
SOUTH WEST ELEVATION



NORTH EAST ELEVATION



BUILDING B



SOUTH EAST ELEVATION

2 Bowman st, Macquarie



**parc.**

# **PARC**

Areas taken from centreline of internal walls/corridor walls and external face of glazing/external walls.  
External area taken to internal face of courtyard balustrade. Void area excluded from calculations.

## **Annexure “C” – Inclusions List**



## SCHEDULE OF INCLUSIONS

Common Areas and Building Finishes	ITEM	DESCRIPTION
	EXTERNAL WALLS	Reinforced concrete (off-form and painted finish) / glazing / aluminium/ aluminium composite panel / block and render / stone cladding and other finishes to Architect's detailed design
	FLOORS	Reinforced concrete suspended slab
	LANDSCAPING	To Landscape Architect's detailed design
	CORRIDORS AND LOBBIES	Floor finish, wall finish, lighting and features to Architect's detailed design including floor tiles and carpet
	LIFTS	Lifts servicing all floors and basements as shown on plans
	LETTER BOXES	1x lockable letterbox per apartment located near building entry
	FIRE SERVICES	Common areas and car parking levels as required by Building Code of Australia (BCA)  Detection system to residential apartments comprising smoke alarms and or sound alert system as required by BCA
	WASTE DISPOSAL	Ground floor waste room and basement waste transfer room  Supply of bins to garbage rooms, supply of recycling bins by Territory and Municipal Services. Waste management generally the responsibility of Body Corporate
Access Control	ITEM	DESCRIPTION
	ACCESS CONTROL	Access control system including programmable proximity reader for floor by floor lift control, vehicle entry and exit to car park
	VISITOR ACCESS	Voice intercom to unit at ground floor lobby
	KEYS	Each apartment will be provided with 2x keys for apartment front door



## SCHEDULE OF INCLUSIONS

### General Apartment Finishes

ITEM	DESCRIPTION
ACOUSTIC	To BCA requirements
THERMAL/ENERGY EFFICIENCY	To BCA requirements
EXTERNAL WALLS	Precast, rendered blockwork paint, feature powder coated aluminium façade treatment and other finishes to Architect's detailed design
INTERNAL WALLS	Plasterboard and paint finish to Architect's detailed design
CEILING FINISH	Suspended plasterboard, paint finish
WINDOWS/EXTERNAL SLIDING DOORS	Aluminium framed window and sliding door sections
ACCESS CONTROL	Intercom handset providing access control from main entry to apartment, location to Architect's detailed design
TELEPHONE/DATA	<p>The building will be provided with a telephone backbone suitable for each apartment to have 4x exchange lines</p> <p>Provision of high speed fibre is subject to availability of infrastructure to the site</p>
BASEMENT	Non-waterproof basement including spoon drain to perimeter walls for collection of water ingress to Architect's detailed design and BCA requirements
GROUND FLOOR CAR PARKING	Non-water proof ground floor car parking structure with permeable façade for natural light and ventilation to Architect's detailed design and BCA requirements
CAR PARKING	Allocated on-site car park as per plan
STORAGE	Allocated non-waterproof chain wire storage compartment as per plan





## SCHEDULE OF INCLUSIONS

### APARTMENT AIR CONDITIONING

Reverse cycle air conditioning split system:

1-bedroom: to Living

2-bedroom: to Living and Main Bedroom

3-bedroom: Ducted reverse cycle air conditioning system to living rooms and all bedrooms

### Balcony

#### ITEM

#### DESCRIPTION

LIGHTING

Surface mounted light fitting to Architect's detailed design

FLOOR

Tiles

CEILING

Applied textured paint finish

POWER

1x Outdoor double GPO per apartment

TAP

Balcony tap to 3 bed apartments only

BALUSTRADES

To BCA requirements and Architect's detailed design, which may include concrete up-stand with applied paint finish, framed or frameless glass, metalwork balustrade

### Entry

#### ITEM

#### DESCRIPTION

LIGHTING

Lighting to BCA requirements and Architect's detailed design

FLOOR

Tiles or Carpet  
*Refer plan and Purchaser's Selections*

### Living Room

#### ITEM

#### DESCRIPTION

LIGHTING

Lighting to BCA requirements and to Architect's detailed design

FLOOR

Carpet  
*Refer Purchaser's Selections*

POWER

3x double GPOs

TV

Free to Air and cable outlet  
**See Communications and Data Services,**  
*below, for further details*

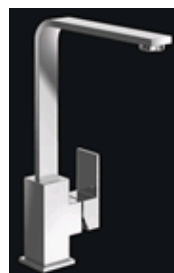
## SCHEDULE OF INCLUSIONS

### Dining Room

ITEM	DESCRIPTION
LIGHTING	Lighting to BCA requirements and to Architect's detailed design
FLOOR	Carpet <i>Refer Purchaser's Selections</i>
POWER	1x double GPO

### Kitchen

ITEM	DESCRIPTION
LIGHTING	Lighting to BCA requirements and to Architect's detailed design
FLOOR	Tiles <i>Refer Purchaser's selections</i>
POWER	2x double GPOs; 1x single GPO for refrigerator  Power to appliances as required
BENCHTOP	Solid composite stone benchtop <i>Refer Purchaser's Selections</i>
SPLASH BACK	Tile splash back <i>Refer Purchaser's Selections</i>
JOINERY DOORS and DRAWERS	Soft close doors and drawers laminate and feature laminate to Architect's detailed design <i>Refer Purchaser's Selections</i>
JOINERY CARCASS	Melamine – water resistant board
JOINERY HANDLES – CUPBOARDS / DRAWERS	Finger pull or handles to Architect's detailed design
TAPWARE	Paco Jaanson 'Scondro' sink mixer



## SCHEDULE OF INCLUSIONS

SINK

Sink

OVEN (1 & 2 bedroom apartments)

AEG BE2003001M 5-function 60cm oven, finish stainless steel



OVEN (3 bedroom apartments)

Westinghouse WVE916SA 10-function 90cm oven, finish stainless steel



MICROWAVE (1 & 2 bedroom apartments)

AEG MCD2664EM inbuilt microwave



## SCHEDULE OF INCLUSIONS

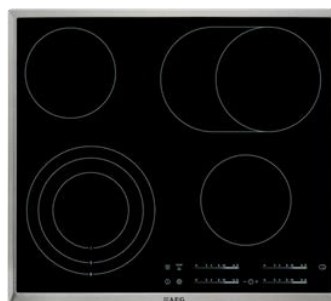
MICROWAVE (3 bedroom apartments)

Westinghouse WMS281SB inbuilt microwave



COOKTOP (1 & 2 bedroom apartments)

AEG HK654070XB 4-zone ceramic touch control 60cm cooktop



COOKTOP (3 bedroom apartments)

Westinghouse WHC944BA 4-zone ceramic touch control 90cm cooktop



RANGE HOOD

Concealed under cupboard rangehood

## SCHEDULE OF INCLUSIONS

DISHWASHER

AEG F78601VI1P fully integrated dishwasher



### Laundry

ITEM	DESCRIPTION
LIGHTING	Lighting to BCA requirements and Architect's detailed design
FLOOR	Tiles <i>Refer Purchaser's Selections</i>
POWER	1x double GPO
WALLS	Plaster board/paint finish/skirting tile
LAUNDRY SINK TAPWARE	Laundry mixer
SINK	Single bowl laundry tub
SPLASHBACK	Tiled above sink
DRYER	Midea 6kg front load dryer



## SCHEDULE OF INCLUSIONS

WASHING MACHINE

Midea 6kg front load washing machine



HOT & COLD WASHING  
MACHINE COCKS

Provided and connected to washing  
machine

MECHANICAL VENTILATION

Where required to meet BCA requirements

LAUNDRY DOORS

Joinery doors to Architect's detailed design

### Main Bedroom

ITEM	DESCRIPTION
LIGHTING	Lighting to BCA requirements and to Architect's detailed design
FLOOR	Carpet <i>Refer Purchaser's Selections</i>
POWER	3x double GPO
TV	Free to Air and cable outlet <b>See Communications and Data Services, below, for further details</b>
WALK-IN WARDROBE <i>where shown on plan</i>	Detailed wardrobe fitout to Architect's detailed design including shelves and removable hanging rails
WARDROBE <i>where shown on plan</i>	Detailed wardrobe fitout to Architect's detailed design including shelves, removable hanging rails, mirror sliding doors

## SCHEDULE OF INCLUSIONS

Ensuite	ITEM	DESCRIPTION
(where shown on plan)	LIGHTING	Lighting to BCA requirements and to Architect's detailed design
	FLOOR	Tiles <i>Refer Purchaser's Selections</i>
	POWER	1x double GPO
	WALLS	Ceramic tiles & Plasterboard to architects detailed design. <i>Refer Purchaser's Selections</i>
	VANITY CABINET & MIRROR	Laminate with Melamine Carcass and mirror door to Architect's detailed design <i>Refer Purchaser's Selections</i>
	TOILET SUITE	Paco Jaanson Daytona toilet suite; or equal
		
	VANITY BASIN	Paco Jaanson Purity basin, or equal
		

## SCHEDULE OF INCLUSIONS

VANITY TAPSET

Paco Jaanson Scandro basin mixer, or equal



SHOWER MIXER

Paco Jaanson Scandro shower mixer; or equal



SHOWER ROSE

Paco Jaanson Scandro rail shower; or equal



TOILET ROLL HOLDER

Toilet roll holder

TOWEL RAILS

2x Towel rail

SHOWER SHELF

Shower shelf

SHOWER SCREEN

Semi-frameless to Architect's detailed design

MECHANICAL VENTILATION

To BCA requirements



## SCHEDULE OF INCLUSIONS

### Bathroom

ITEM	DESCRIPTION
LIGHTING	Lighting to BCA requirements and to Architect's detailed design
POWER	1x double GPO
FLOOR	Tiles <i>Refer Purchaser's Selections</i>
WALLS	Ceramic tiles & Plasterboard to architects detailed design. <i>Refer Purchaser's Selections</i>
VANITY CABINET & MIRROR	Laminate with Melamine Carcass and mirror door to Architect's detailed design <i>Refer Purchaser's Selections</i>
TOILET SUITE	Paco Jaanson Daytona toilet suite; or equal



### VANITY BASIN

Paco Jaanson Purity basin, or equal



## SCHEDULE OF INCLUSIONS

VANITY TAPSET

Paco Jaanson Scondro basin mixer, or equal



SHOWER MIXER

Paco Jaanson Scondro shower mixer; or equal



SHOWER ROSE

Paco Jaanson Scondro rail shower; or equal



BATH  
*Where shown on plan*

Paco Jaanson Val Nueva drop in bath with tiled hob, bath spout and mixer; or equal



TOILET ROLL HOLDER

Toilet roll holder



## SCHEDULE OF INCLUSIONS

TOWEL RAILS	2x Towel rail
SHOWER SHELF	Shower shelf
SHOWER SCREEN	Semi-frameless to Architect's detailed design
MECHANICAL VENTILATION	To BCA requirements

### Bedrooms 2 & 3 (where shown on plan)

<i>ITEM</i>	<i>DESCRIPTION</i>
LIGHTING	Lighting to BCA requirements and to Architect's detailed design
POWER	2x double GPO
FLOOR	Carpet <i>Refer Purchaser's Selections</i>
WARDROBE	Detailed wardrobe fitout to Architect's detailed design including shelves, removable hanging rails, mirror sliding doors

### Family Room (where shown on plan)

<i>ITEM</i>	<i>DESCRIPTION</i>
LIGHTING	Lighting to BCA requirements and to Architect's detailed design
POWER	2x double GPO
FLOOR	Carpet <i>Refer Purchaser's Selections</i>
TV	Free to Air and Foxtel outlet See <b>Communications and Data Services</b> , below, for further details



## SCHEDULE OF INCLUSIONS

Communications and Data Services	<i>ITEM</i>	<i>DESCRIPTION</i>
	DIGITAL TV	Pre-wire and connection to Free-to-air TV channels in rooms specified
	PAY TV	<p>Installation in building of infrastructure enabling connection to Foxtel services.</p> <p>Pre-wire for Foxtel to each apartment in rooms specified.</p> <p>Future subscription and final connection to Foxtel services by Purchaser.</p> <p>Installation of additional system controls and/or cabling within the apartment may be required to suit Purchaser's or service provider's requirements. Provision of cabling per this inclusions list does not guarantee access to any particular Foxtel service.</p>



## SCHEDULE OF INCLUSIONS

Purchaser's Selections	ITEM	DESCRIPTION
	COLOUR SCHEME SELECTIONS	There are two colour schemes: <ul style="list-style-type: none"><li>• Scheme 1 'Hyde'</li><li>• Scheme 2 'Central'</li></ul>
	NATURAL MATERIALS	Purchasers are advised that the finishes proposed for use in the apartments include natural materials such as granite, marble, limestone, reconstituted stone products, and timber. Natural materials may display characteristics which vary from the samples shown on the display colour boards due to the intrinsic nature of such naturally occurring materials.
	LIGHT, GPO'S, BATHROOM ACCESSORIES	Light fittings, GPO's, intercom system, free-to-air TV and Foxtel outlets, telecommunication outlets and bathroom accessories are subject to detailed architectural design.  Minor variations in location and quantities of these items may occur following detailed architectural design.
	PRODUCT SUBSTITUTION	The Seller reserves the right to substitute any specified inclusions with that of a similar quality.

## **Annexure “D” – Development Statement**



**DRAFT DEVELOPMENT STATEMENT**

**JULY 2016**

**Bowman Development Corporation Pty Limited  
C/- Morris Property Group  
Unit 5, 28 Eyre Street  
Kingston ACT 2604**



## Draft Development Statement

### Block 47 Section 50 Macquarie

(1)(a) **Description of the Land:**

The land is known as Block 47 Section 50 Macquarie. The street address is 2 Bowman Street, Macquarie and the land area is 9,784 square metres or thereabouts.

(1)(b) **DA:**

Development application DA 201629201 was lodged on 22 March 2016 for the redevelopment of Block 47 Section 50 Macquarie, consisting of 74 apartments and 23 townhouses.

Plans relating to the proposed development are provided at *Attachment 1*.

The built form comprises the following:

- 74 apartments across two x 4 storey buildings with basement car parking and ground floor retail; and
- 23 townhouses across three x 2 storey buildings with double garages at street level.

(1)(c) **Staging Overview:**

(i) **Description of Work:**

The Development is to be carried out in two Stages in accordance with the following staging schedule and staging plans.

A copy of the staging plans is included at *Attachment 2*.

Management aspects of each stage are detailed overleaf.





**Draft Development Statement**  
**Block 47 Section 50 Macquarie**

**Stage 1:**

<b>No Apartments</b>	74
<b>Buildings</b>	A & B
<b>Units</b>	1 - 74
<b>Commencement Date</b>	1 December 2016
<b>Completion Date</b>	1 December 2018

**Description of Work:**

Construction of Buildings A & B and associated landscaped works, in accordance with the attached plans (refer *Attachment 1*).

In addition to the construction of Buildings A & B the following works will have been undertaken:

- Driveway and verge works to part of the site servicing Buildings A & B providing vehicular access off Bowman Street
- Verge and landscaping works to part of the site servicing Buildings A & B
- Infrastructure works including relocation and recommissioning of sewer tie, water mains, electrical and gas connections to the Development, to individual units and common property as required

A copy of the staging plans is included at *Attachment 2*.

**Access for Residents:**

From completion of Stage 1, vehicular and pedestrian access to Buildings A & B is via Bowman Street.

Appropriate signage will be provided clearly indicating access arrangements.

**Inter Stage Fencing:**

Fencing between completed stages and stages under construction will be with chain mesh temporary fencing or timber hoarding. These fences will be located as per the respective staging plan boundaries and be in place until the adjoining stage has been issued with a Certificate of Occupancy.

**Landscaping:**

All landscaping within each stage, as indicated on the respective staging plan will be completed in accordance with the landscape plans and planting schedules as per the DA plans as attached.

**Common Property:**

All Common Property within each stage, as indicated on the respective staging plan, will be completed in accordance with the DA plans as attached. All Common Property within each stage will be for the exclusive use of residents with only maintenance access required from time to time.



**Draft Development Statement**  
**Block 47 Section 50 Macquarie**

**Stage 2:**

<b>No Townhouses</b>	23
<b>Buildings</b>	C, D & E
<b>Units</b>	75 - 97
<b>Commencement Date</b>	1 July 2017
<b>Completion Date</b>	1 July 2019

**Description of Work:**

Construction of Buildings C, D & E including townhouses and associated landscaped works, in accordance with the attached plans (refer *Attachment 1*).

In addition to the construction of Buildings C, D & E the following works will have been undertaken:

- Driveway and landscape works to part of the site servicing Buildings C, D & E
- Verge works to part of the site servicing Buildings C, D & E
- Water, electrical and gas connections to individual units as required

A copy of the staging plans is included at *Attachment 2*.

**Access for Residents:**

From completion of Stage 2, vehicular and pedestrian access to Buildings C, D & E is via Bowman Street.

Appropriate signage will be provided clearly indicating access arrangements.

**Inter Stage Fencing:**

Fencing between completed stages and stages under construction will be with chain mesh temporary fencing or timber hoarding. These fences will be located as per the respective staging plan boundaries and be in place until the adjoining stage has been issued with a Certificate of Occupancy.

**Landscaping:**

All landscaping within each stage, as indicated on the respective staging plan will be completed in accordance with the landscape plans and planting schedules as per the DA plans as attached.

**Common Property:**

All Common Property within each stage, as indicated on the respective staging plan, will be completed in accordance with the DA plans as attached. All Common Property within each stage will be for the exclusive use of residents with only maintenance access required from time to time.



**Draft Development Statement**  
**Block 47 Section 50 Macquarie**

**(ii) Schedule of Commencement and Completion Dates:**

Stage Number	No of Units	Unit Numbers	Commencement Date	Completion Date
1	74	1 – 74	1 December 2016	1 December 2018
2	23	75 – 97	1 July 2017	1 July 2019

**(iii) Arrangements for Access:**

Access arrangements have been designed to limit any inconvenience to residents, these include:

- Designated vehicular and pedestrian access for all residents from Bowman Street, including visitor parking.
- Designated pedestrian access following completion of the relevant stage.
- Designated construction access for both workers and deliveries separate to resident access.
- Detailed signage clearly identifying access arrangements.

**(iv) Permitted Uses of Common Property:**

All Common Areas within any given stage will be fully completed in accordance with the DA Plans and be usable without limitations by all residents as intended. The permitted uses of common property during each stage is provided later in this document.

**(v) Landscaping:**

Landscaping within each of the identified stage boundaries will be completed in accordance with DA documents prior to occupation of that stage.

**(1)(d) Developer's Undertakings**

**(i) Damage during construction**

The Developer must pay the reasonable expenses incurred by the owners corporation in repairing any damage to the common property, or to units, in the completed stages of the development that is caused in carrying out the development.

**(ii) Expenses during construction**

The Developer must pay for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service in carrying out the development.

**(1)(e) Make good**

The Developer must make good, as soon as practicable, any damage to the common property or units in the completed stages of the development that is caused in carrying out the development.

**(1)(f) Methods and materials**

The standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths to be carried out in the development must not be inferior to or substantially different from those of the buildings and other works in the completed stages of the development.



**Draft Development Statement**

**Block 47 Section 50 Macquarie**

**(1)(g) Survey**

After the completion of any subsequent stage of the development, and after the completion of the entire development, ACTPLA must be provided with a report by a registered surveyor about the position of fully or partially completed buildings in relation to the boundaries of the units and of the parcel.

**(2) Apportionment of Expenses associated with Common Property:**

Expenses for the use or maintenance of the common property of the staged development shall be treated in accordance with the *Unit Titles (Management) Act*.

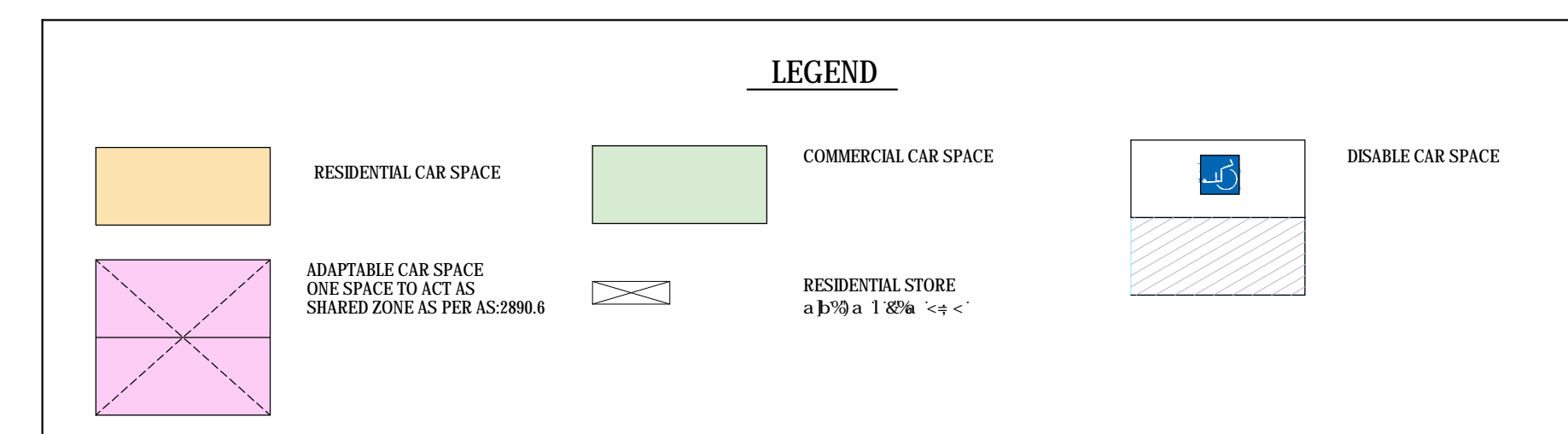
## **ATTACHMENT 1**

### **DA Plans**









MARCH -- 2016  
BUILDING A & B  
Overall Basement Plan

SCALE 1:200 @A1 918 MPG- MAC/ DA-A100  
BLOCK 46 SECTION 50 MACQUARIE

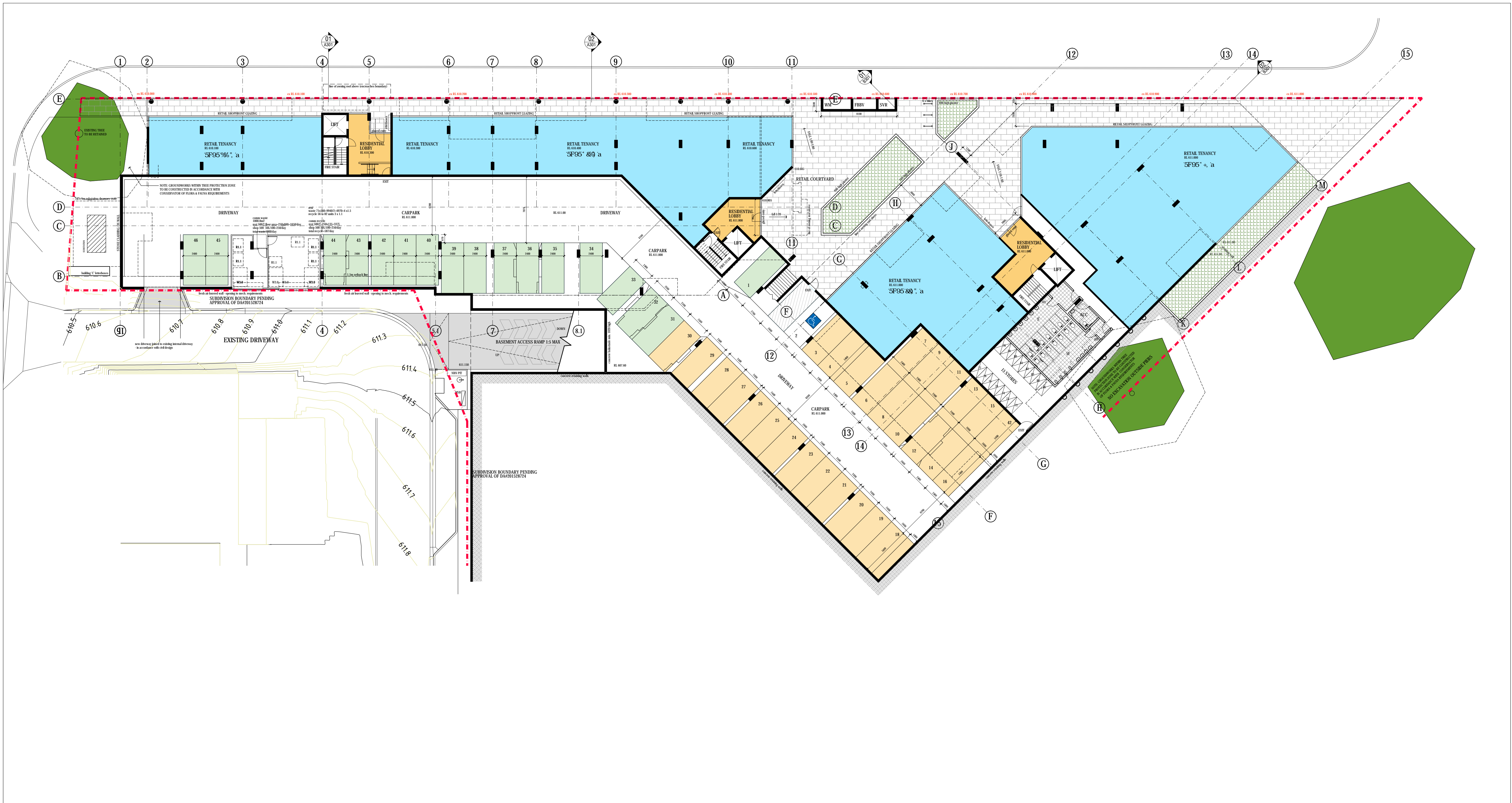


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**LEGEND**

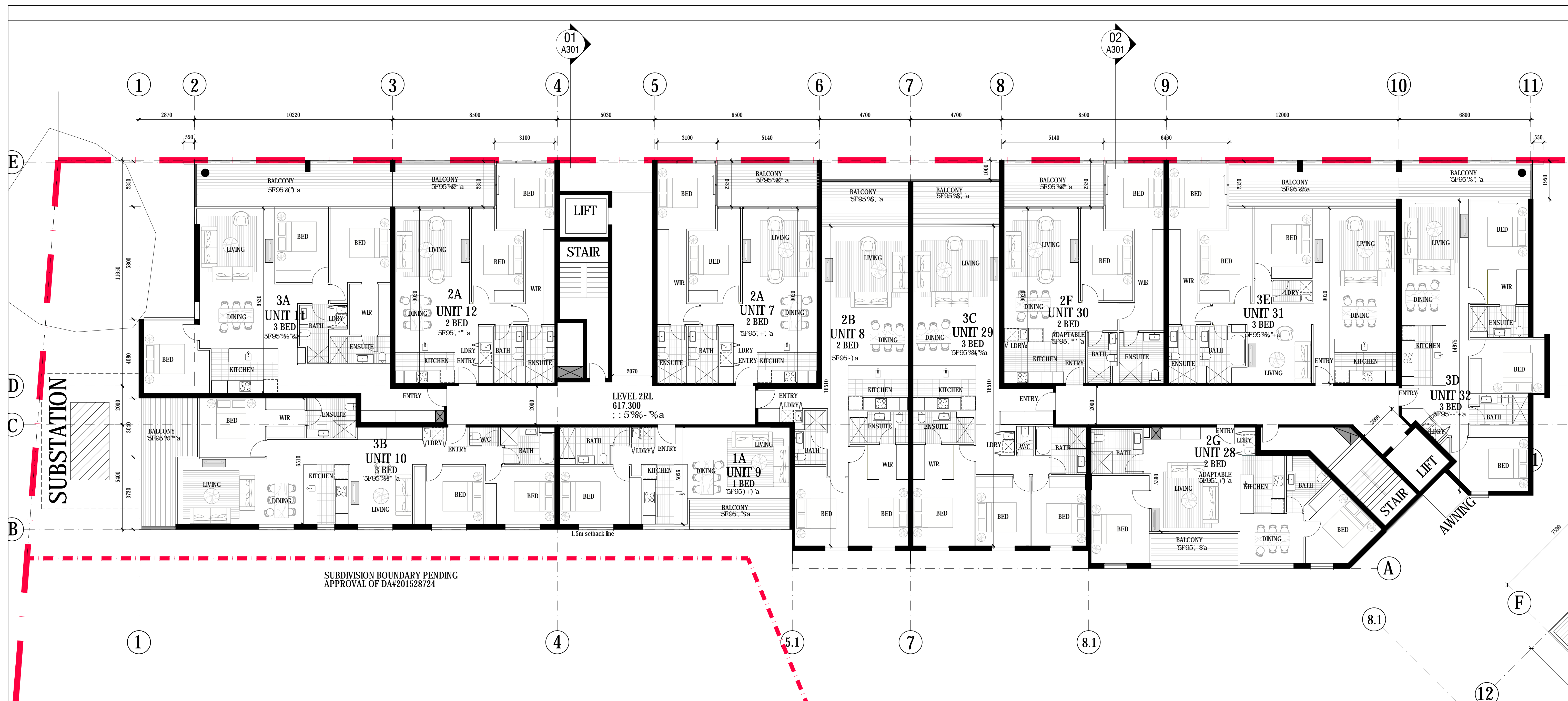
	RESIDENTIAL CAR SPACE		COMMERCIAL CAR SPACE		DISABLE CAR SPACE
	ADAPTABLE CAR SPACE ONE SPACE TO ACT AS SHARED ZONE AS PER AS:2890.6		RESIDENTIAL STORE a 3'0" a 1'2" a 1'2" a 1'2"		

AMENDMENTS	
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# MARCH -- 2016 BUILDING A Level 2 Plan

SCALE 1:100 @A1 918 MPG- MAC/ DA-A105

BLOCK 46 SECTION 50 MACQUARIE

[illegible]

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MARCH -- 2016  
BUILDING A  
Level 3 Plan

SCALE 1:100 @A1 918 MPG- MAC/ DA-A106  
BLOCK 46 SECTION 50 MACQUARIE



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MARCH -- 2016  
BUILDING A  
Level 4 Plan

SCALE 1:100 @A1 918 MPG- MAC/ DA-A107  
BLOCK 46 SECTION 50 MACQUARIE

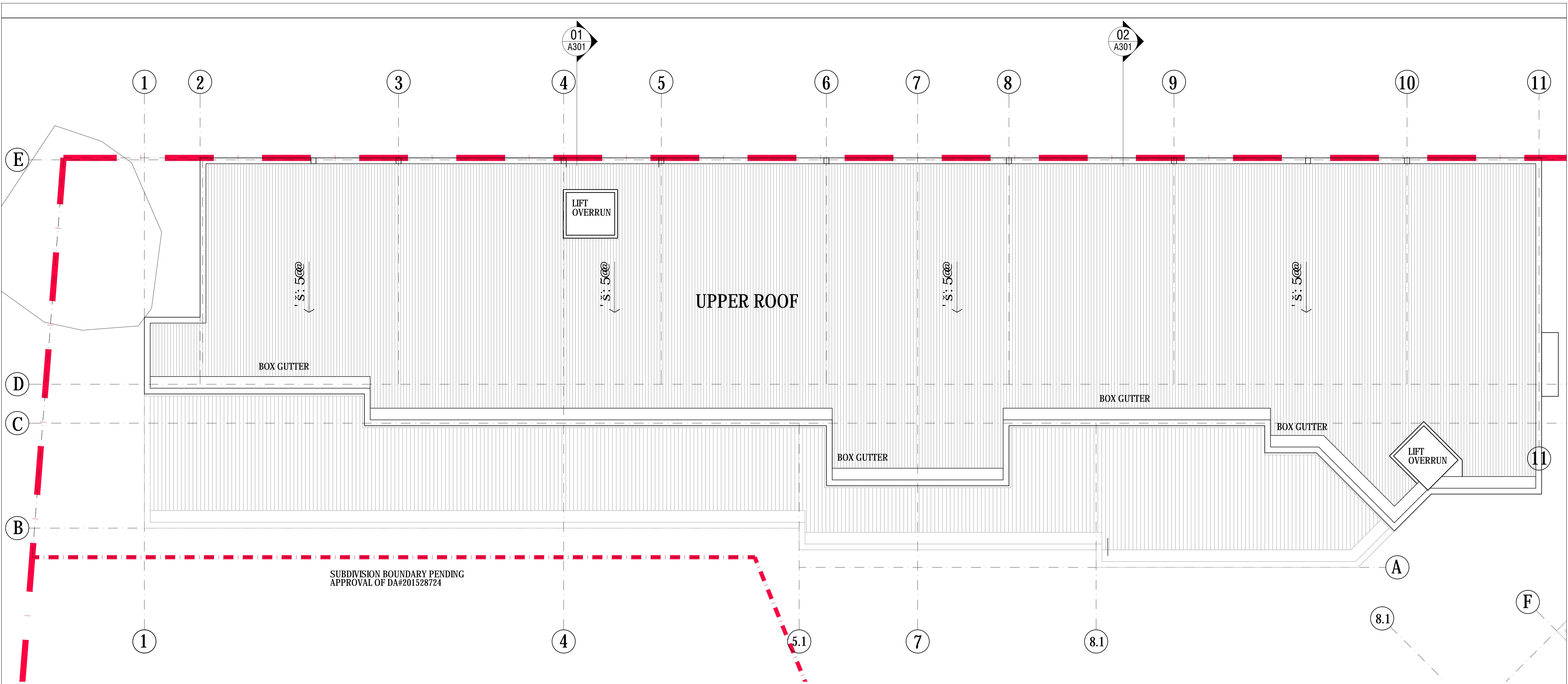


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01	21.03.16 DA SUBMISSION



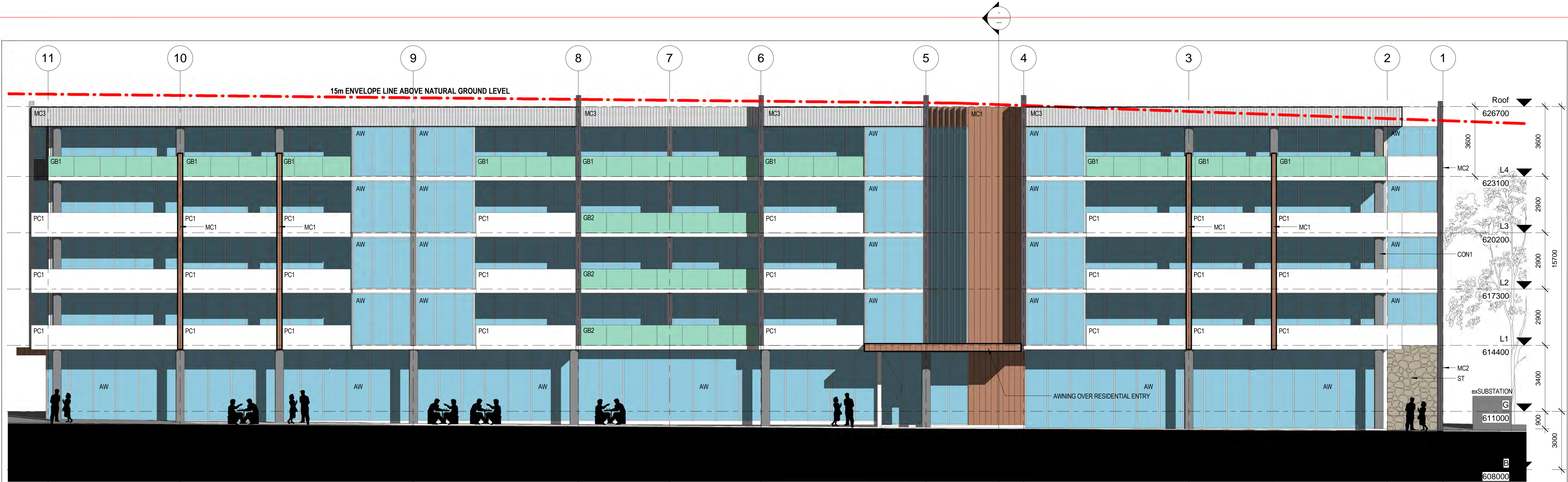
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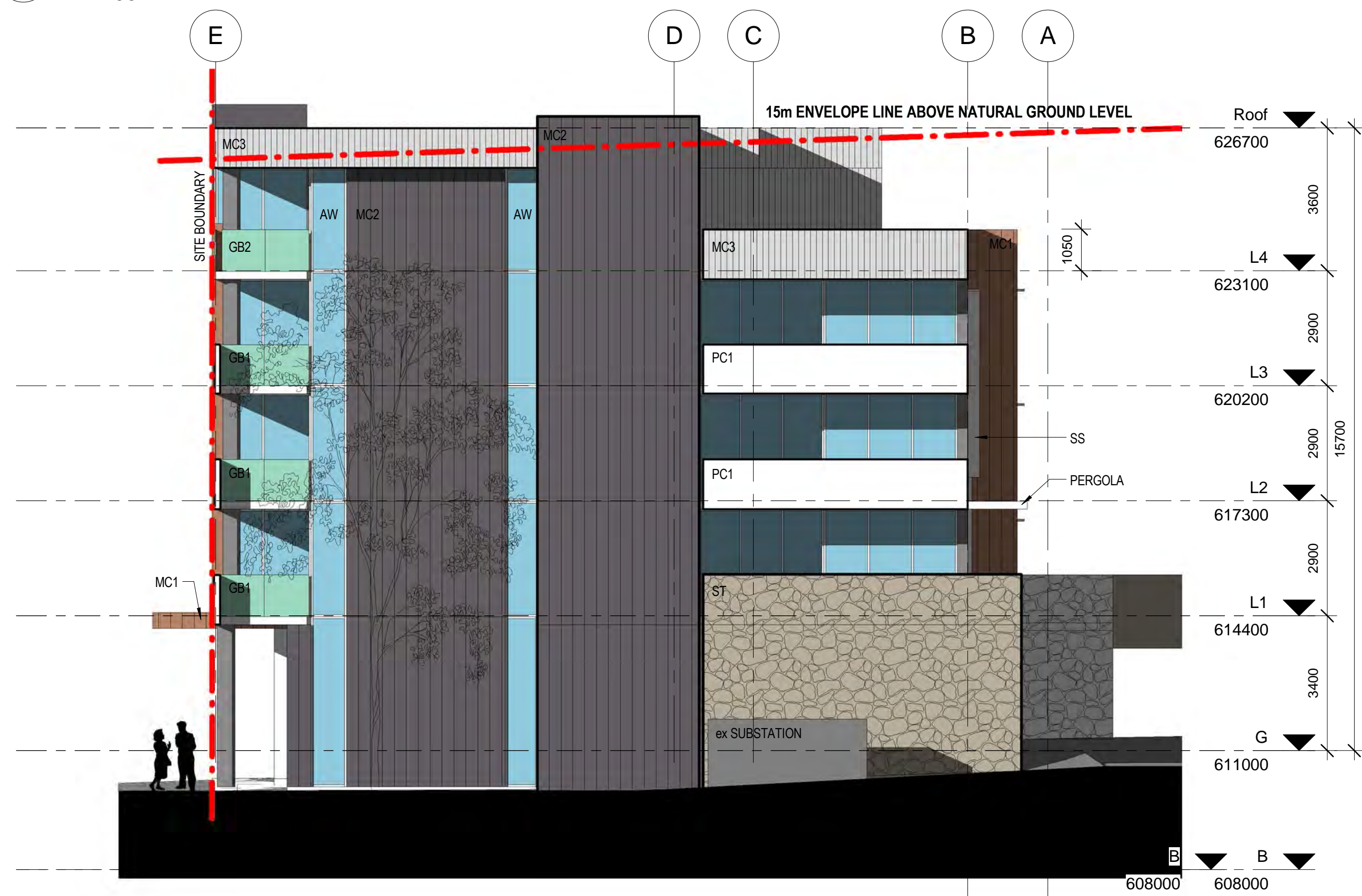


AMENDMENTS	
01	21.03.16 DA SUBMISSION





1 Building A - North  
1 : 100



2 Building A - West  
1 : 100

#### EXTERNAL FINISHES LEGEND

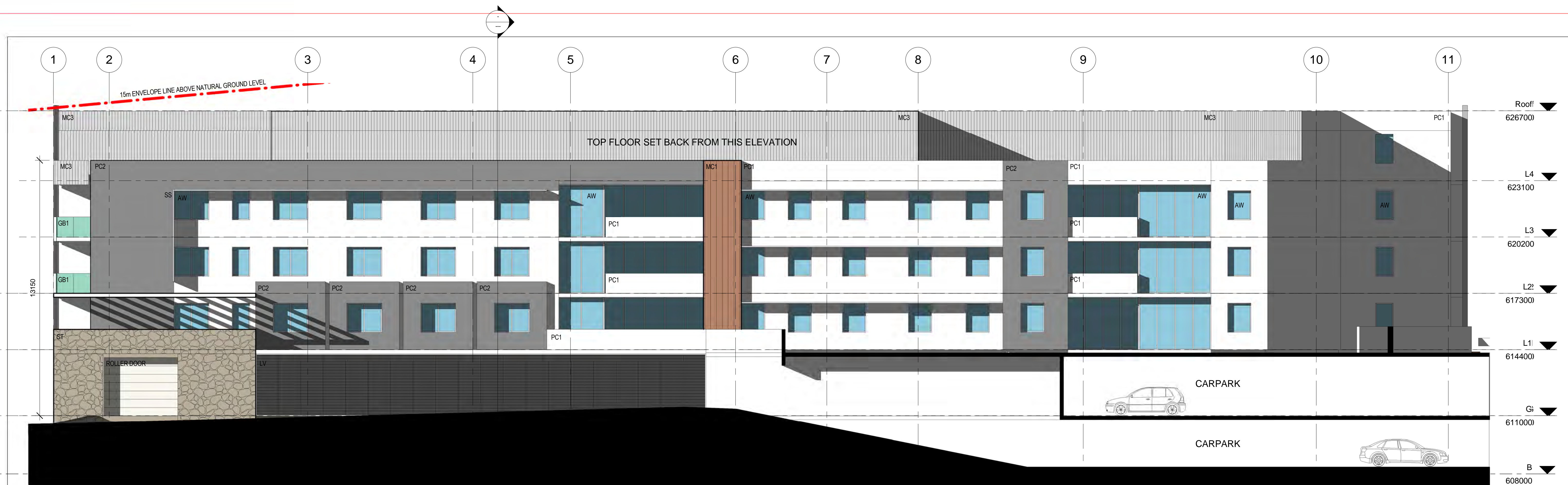
AW	ALUMINIUM FRAMED WINDOW
LV	ALUMINIUM LOUVRE - 'MONUMENT'
MC1	METAL CLADDING - TAN FINISH
MC2	METAL CLADDING - GREY FINISH
MC3	METAL CLADDING - SILVER GREY FINISH
GB1	GLASS BALUSTRADE - OBSCURE
GB2	GLASS BALUSTRADE - CLEAR
PC1	PRECAST CONCRETE - WHITE
PC2	PRECAST CONCRETE - GREY
SS	ALUMINIUM SUNSHADE
ST	STONE CLADDING

#### GLAZING NOTES

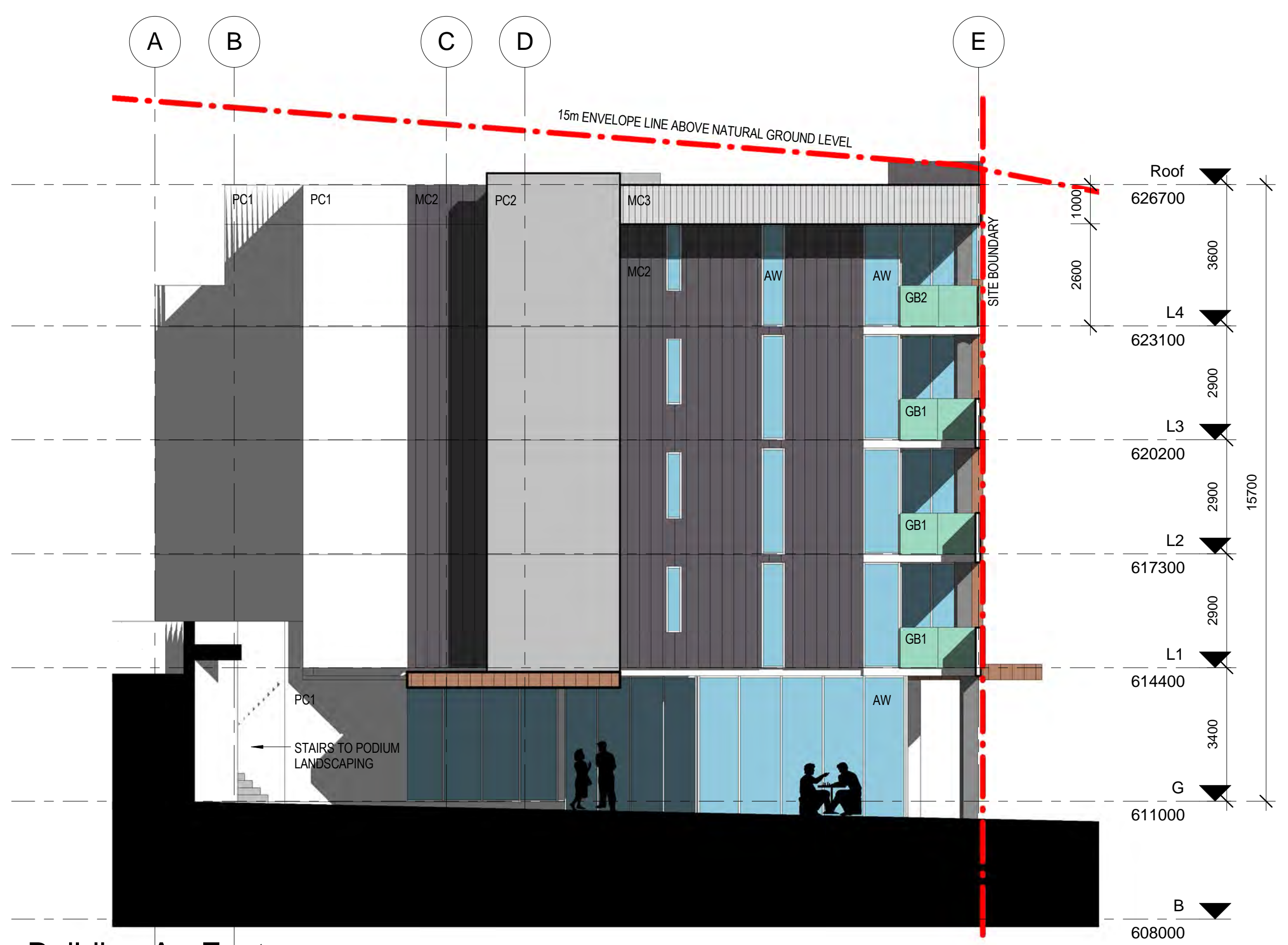
GLAZING TO ALL RESIDENCES TO BE MINIMUM  
6mm FLOAT WITH AN INSTALLED STC RATING OF 29  
RETAIL GLAZING TO BE MINIMUM 10.38mm LAMINATED

AMENDMENTS	DATE	BY	REASON
01	21.03.16	DA	SUBMISSION





1 Building A - South  
1 : 100

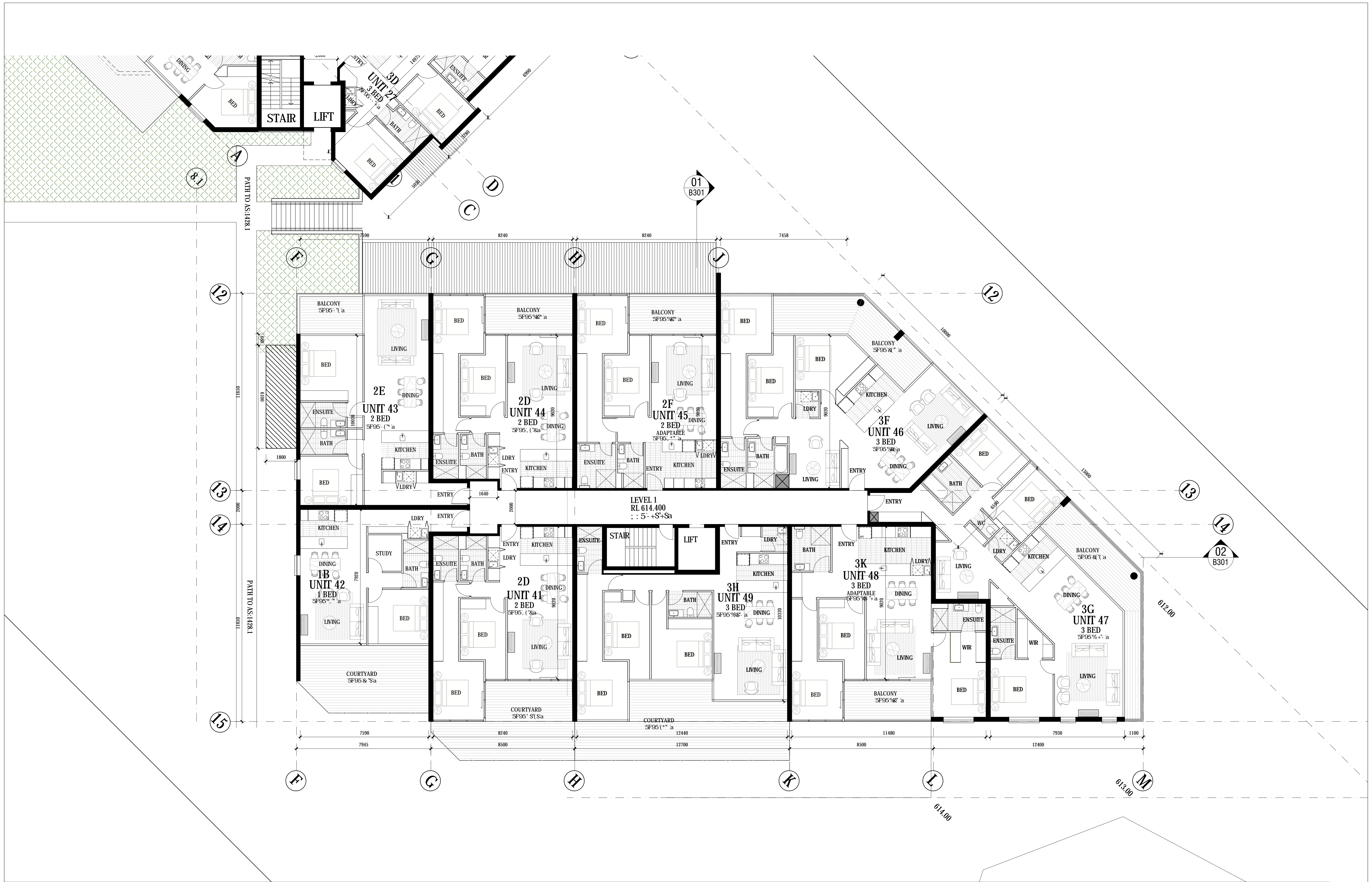


2 Building A - East  
1 : 100

- EXTERNAL FINISHES LEGEND**
- AW ALUMINIUM FRAMED WINDOW
  - LV ALUMINIUM LOUVRE - MONUMENT
  - MC1 METAL CLADDING - TAN FINISH
  - MC2 METAL CLADDING - GREY FINISH
  - MC3 METAL CLADDING - SILVER GREY FINISH
  - GB1 GLASS BALUSTRADE - OBSCURE
  - GB2 GLASS BALUSTRADE - CLEAR
  - PC1 PRECAST CONCRETE - WHITE
  - PC2 PRECAST CONCRETE - GREY
  - SS ALUMINIUM SUNSHADE
  - ST STONE CLADDING
- GLAZING NOTES**
- GLAZING TO ALL RESIDENCES TO BE MINIMUM 6mm FLOAT WITH AN INSTALLED STC RATING OF 29
- RETAIL GLAZING TO BE MINIMUM 10.38mm LAMINATED

AMENDMENTS	DA SUBMISSION
01/21.03.16	





MARCH -- 2016  
BUILDING B  
Level 1 Plan

SCALE 1:100 @A1 918 MPG- MAC/ DA-B103  
BLOCK 46 SECTION 50 MACQUARIE



AMENDMENTS	
01	21.03.16 DA SUBMISSION











MARCH -- 2016  
 BUILDING B  
 Level 3 Plan

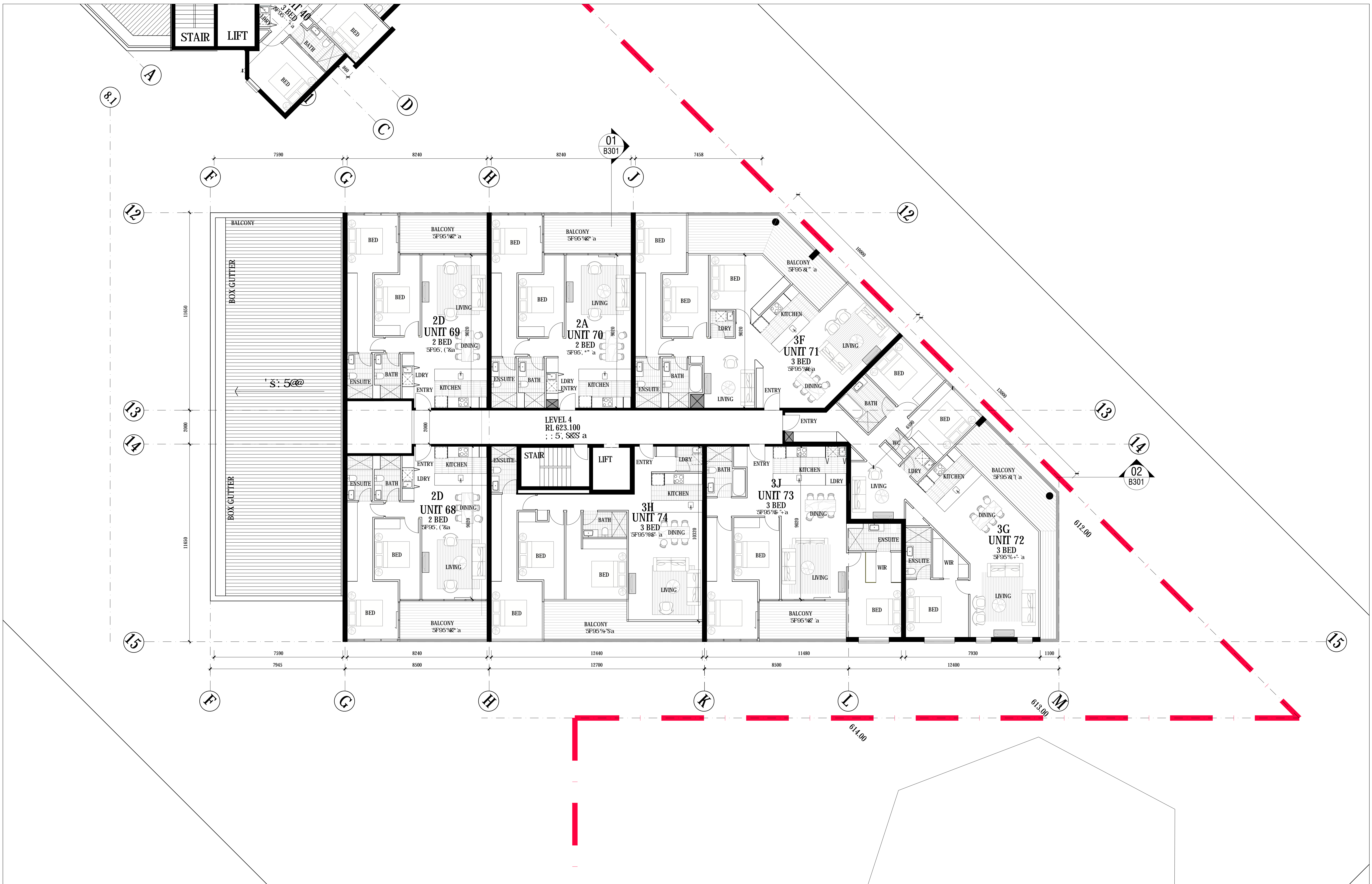
SCALE 1:100 @A1 918 MPG- MAC/ DA-B105  
 BLOCK 46 SECTION 50 MACQUARIE



AMENDMENTS	
01	21.03.16 DA SUBMISSION







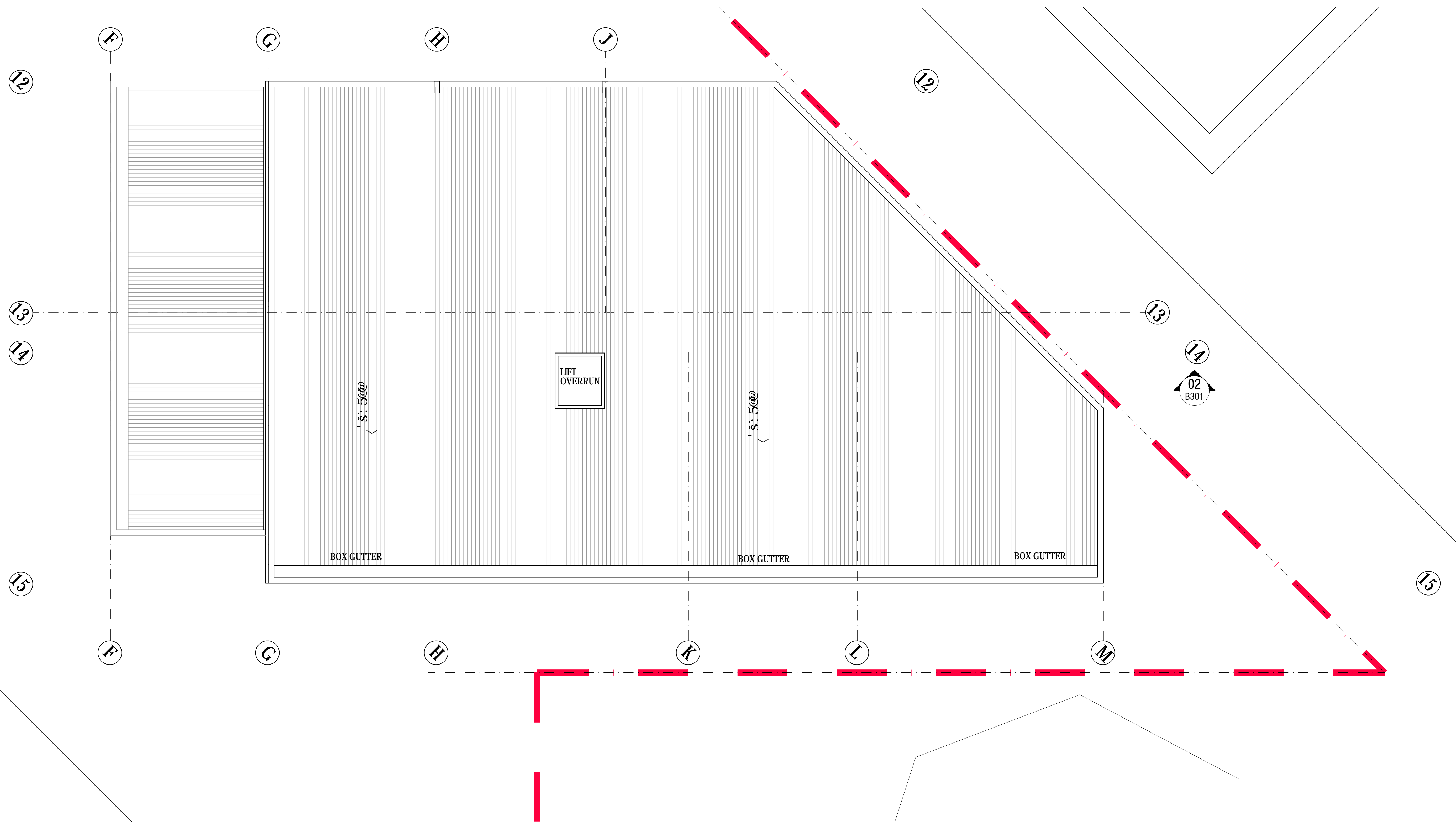
MARCH -- 2016  
BUILDING B  
Level 4 Plan

SCALE 1:100 @A1 918 MPG- MAC/ DA-B106  
BLOCK 46 SECTION 50 MACQUARIE



AMENDMENTS	
01	21.03.16 DA SUBMISSION





MARCH -- 2016  
BUILDING B  
Roof Plan

SCALE 1:100 @A1 918 MPG- MAC/ DA-B107  
BLOCK 46 SECTION 50 MACQUARIE



AMENDMENTS	
01	21.03.16 DA SUBMISSION



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- EXTERNAL FINISHES LEGEND**
- AW ALUMINIUM FRAMED WINDOW
  - LV ALUMINIUM LOUVRE - 'MONUMENT'
  - MC1 METAL CLADDING - TAN FINISH
  - MC2 METAL CLADDING - GREY FINISH
  - MC3 METAL CLADDING - SILVER GREY FINISH
  - GB1 GLASS BALUSTRADE - OBSCURE
  - GB2 GLASS BALUSTRADE - CLEAR
  - PC1 PRECAST CONCRETE - WHITE
  - PC2 PRECAST CONCRETE - GREY
  - SS ALUMINIUM SUNSHADE
  - ST STONE CLADDING

**GLAZING NOTES**

GLAZING TO ALL RESIDENCES TO BE MINIMUM 6mm FLOAT WITH AN INSTALLED STC RATING OF 29

RETAIL GLAZING TO BE MINIMUM 10.38mm LAMINATED

1 Building B - North  
1 : 100

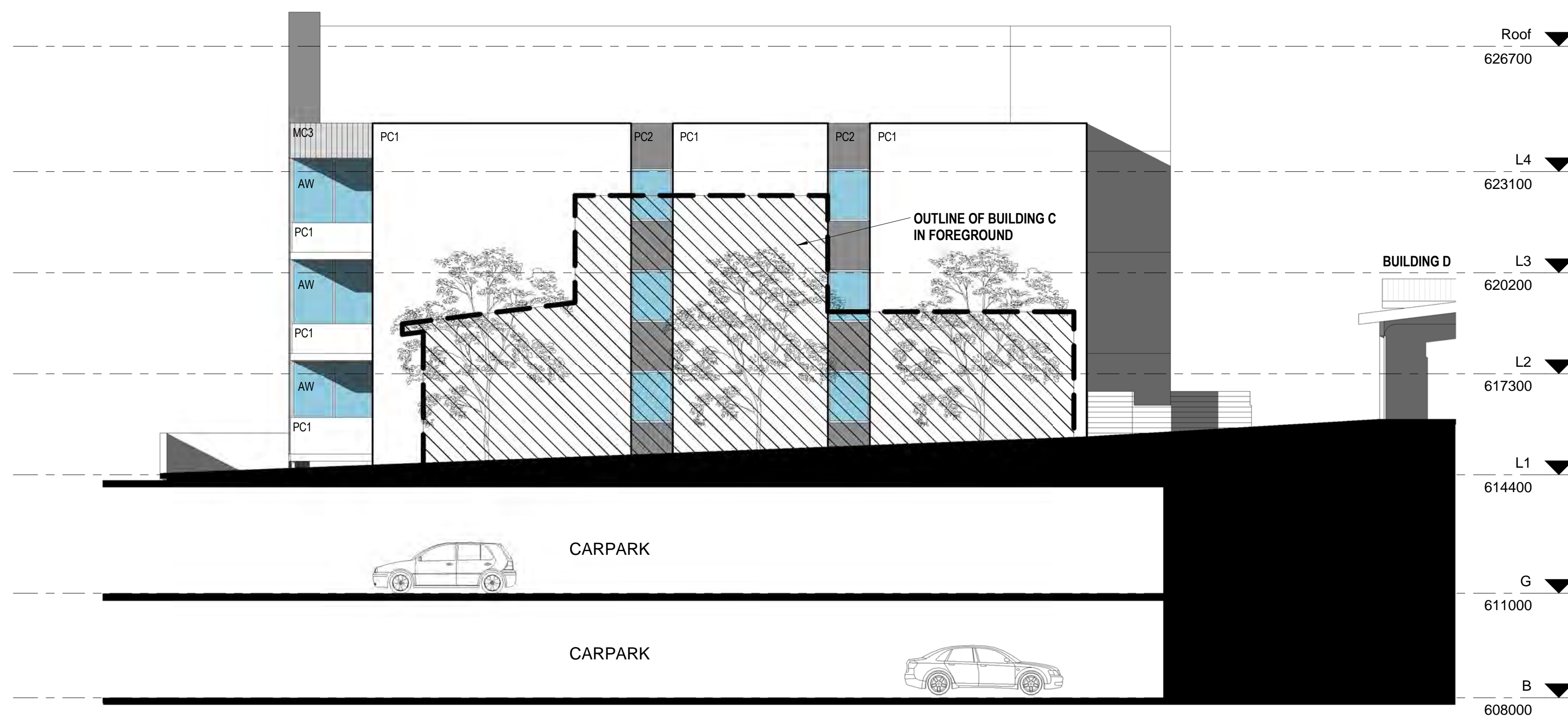


2 Building B - North West  
1 : 100

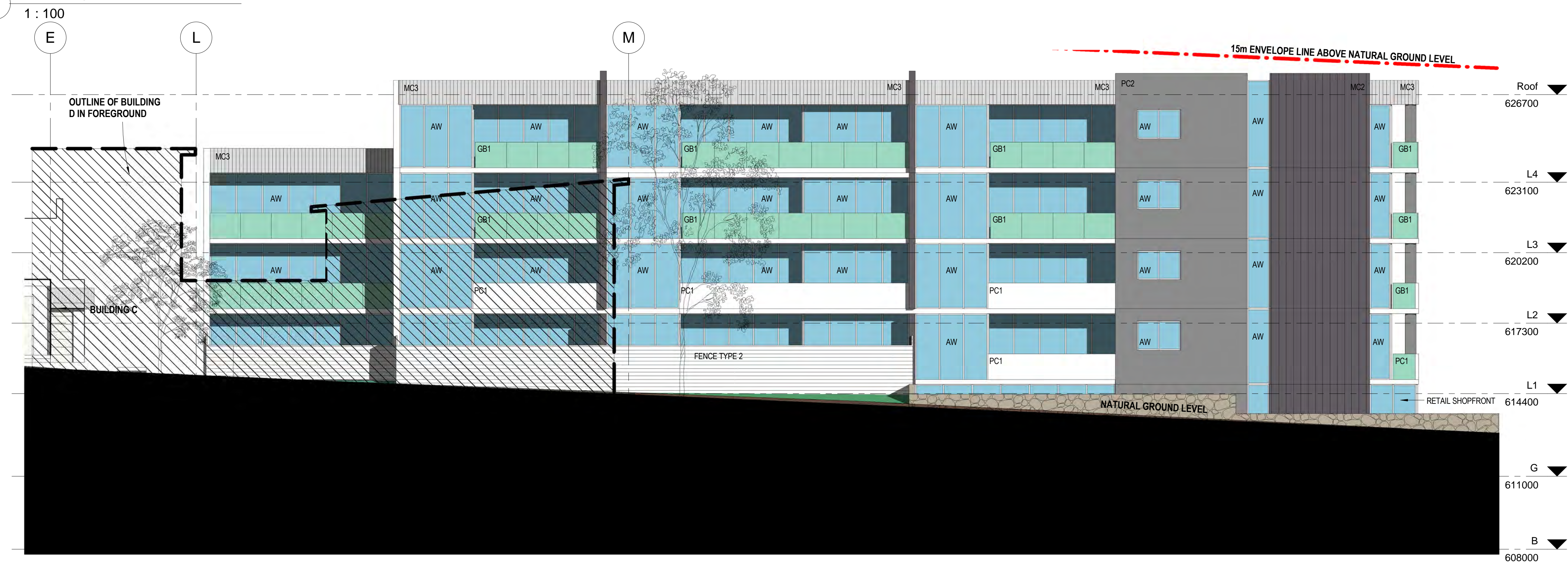
AMENDMENTS	
01	21.03.16 DA SUBMISSION



- EXTERNAL FINISHES LEGEND**
- AW ALUMINIUM FRAMED WINDOW
  - LV ALUMINIUM LOUVRE - 'MONUMENT'
  - MC1 METAL CLADDING - TAN FINISH
  - MC2 METAL CLADDING - GREY FINISH
  - MC3 METAL CLADDING - SILVER GREY FINISH
  - GB1 GLASS BALUSTRADE - OBSCURE
  - GB2 GLASS BALUSTRADE - CLEAR
  - PC1 PRECAST CONCRETE - WHITE
  - PC2 PRECAST CONCRETE - GREY
  - SS ALUMINIUM SUNSHADE
  - ST STONE CLADDING
- GLAZING NOTES**
- GLAZING TO ALL RESIDENCES TO BE MINIMUM 6mm FLOAT WITH AN INSTALLED STC RATING OF 29
- RETAIL GLAZING TO BE MINIMUM 10.38mm LAMINATED



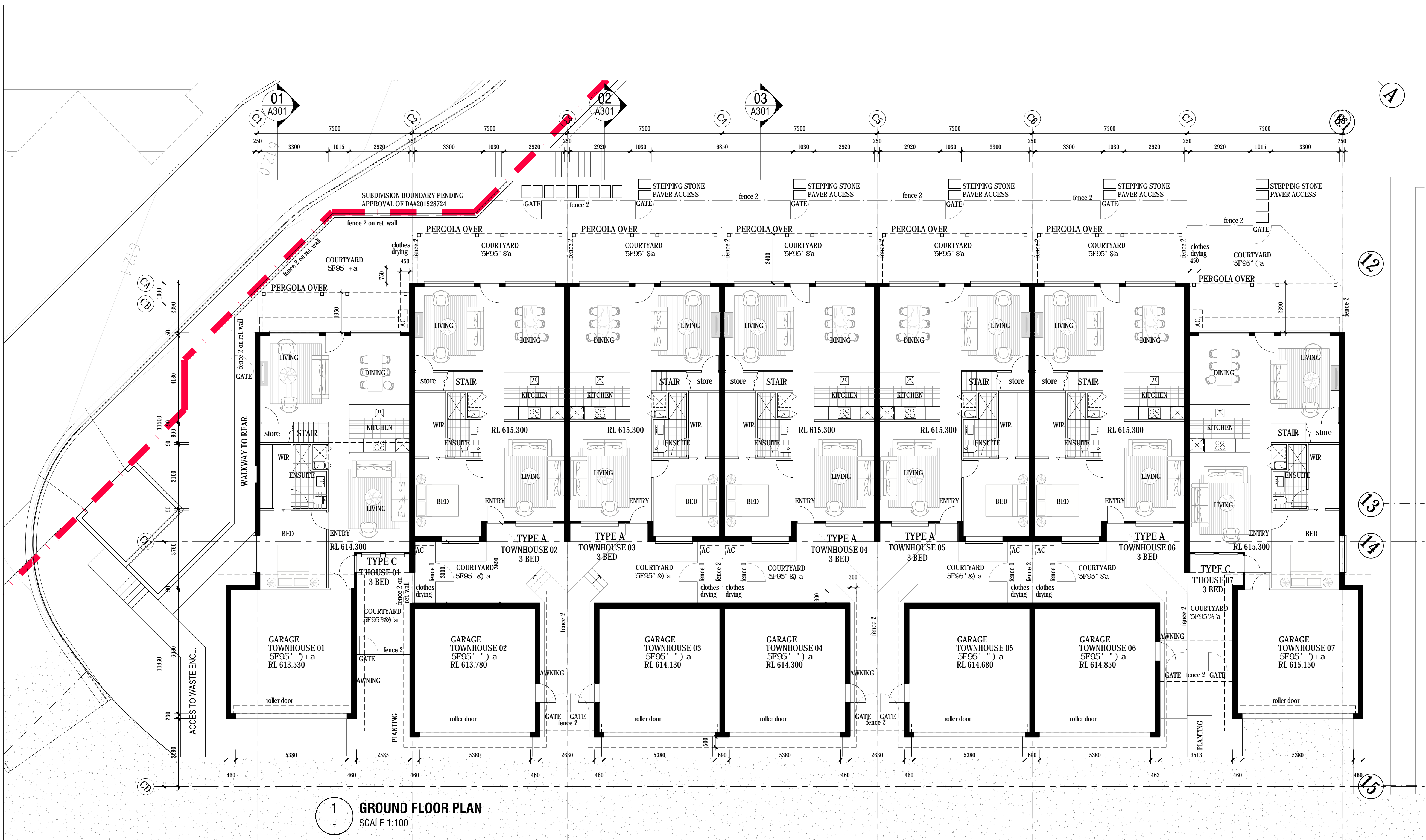
1 Building B - South West



2 Building B - South East

AMENDMENTS	
01	21.03.16 DA SUBMISSION





MARCH -- 2016  
BUILDING C  
GROUND FLOOR PLAN

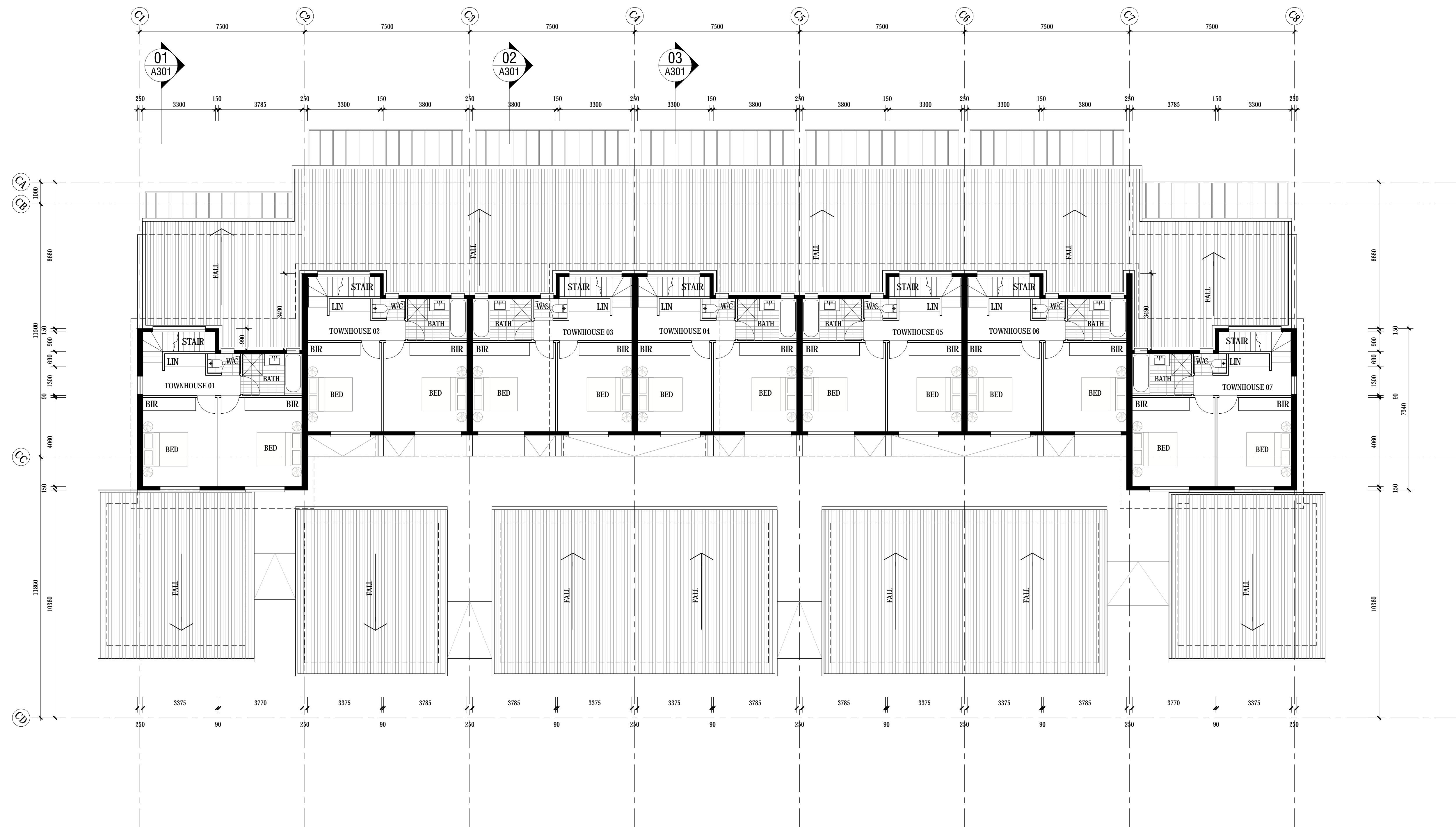
SCALE 1:100 @A1 918 MPG- MAC/ DA-C101  
BLOCK 46 SECTION 50 MACQUARIE



AMENDMENTS	
01	21.03.16 DA SUBMISSION



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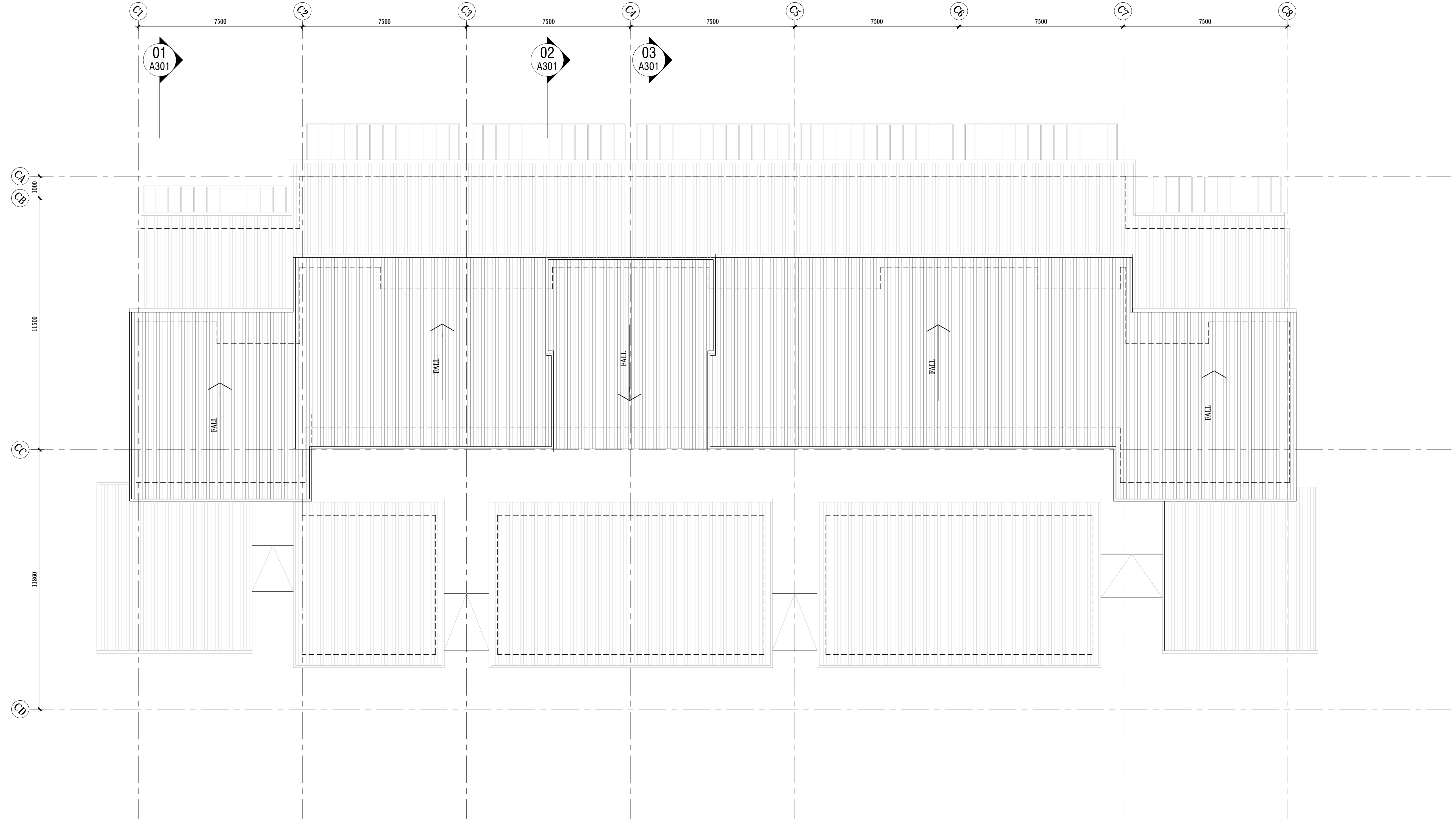
1 LEVEL 1 PLAN  
SCALE 1:100



AMENDMENTS	
01	21.03.16 DA SUBMISSION





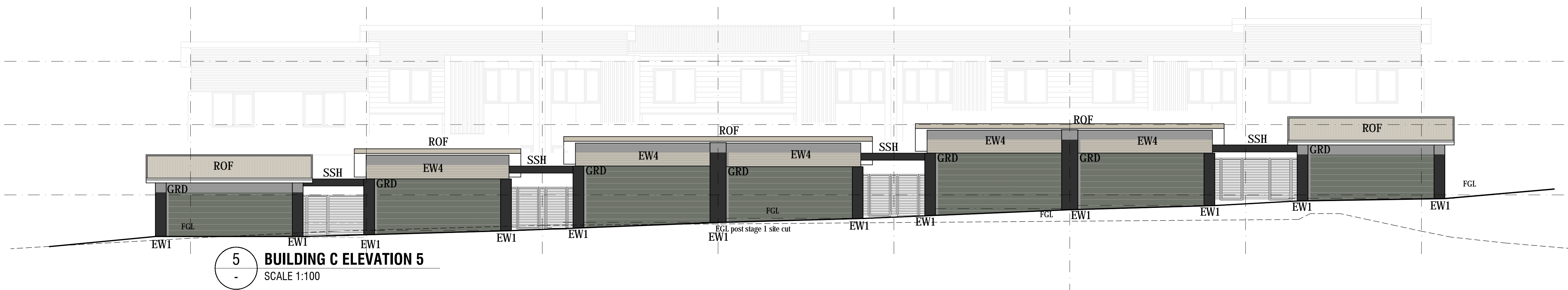
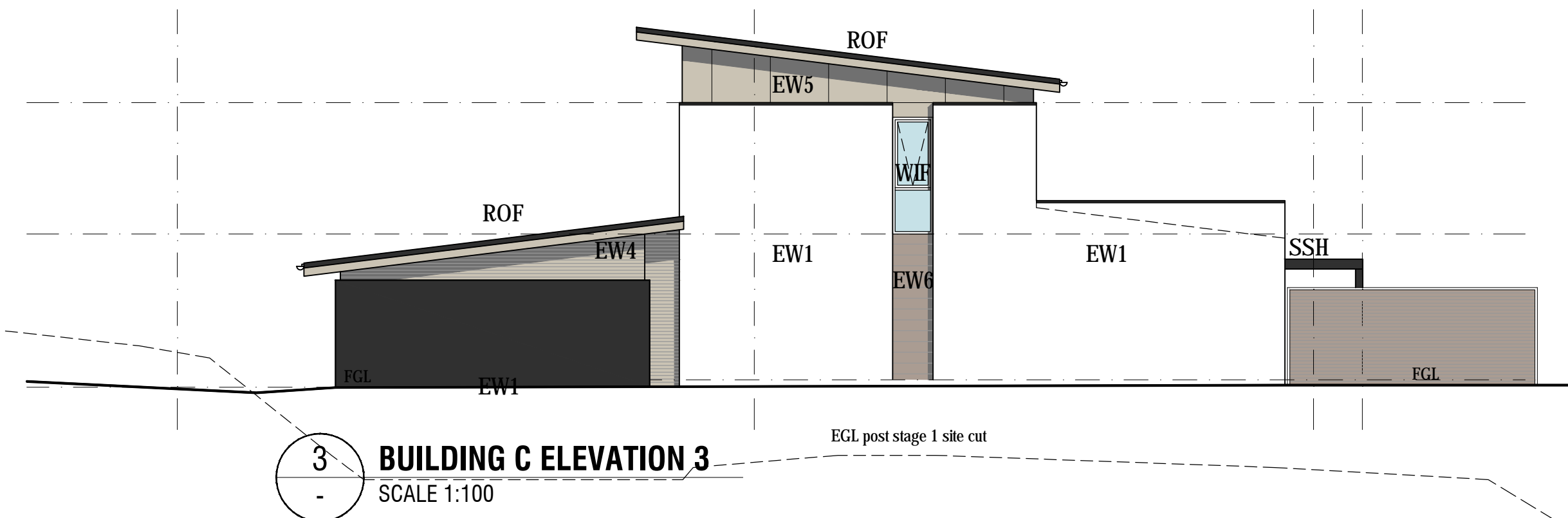
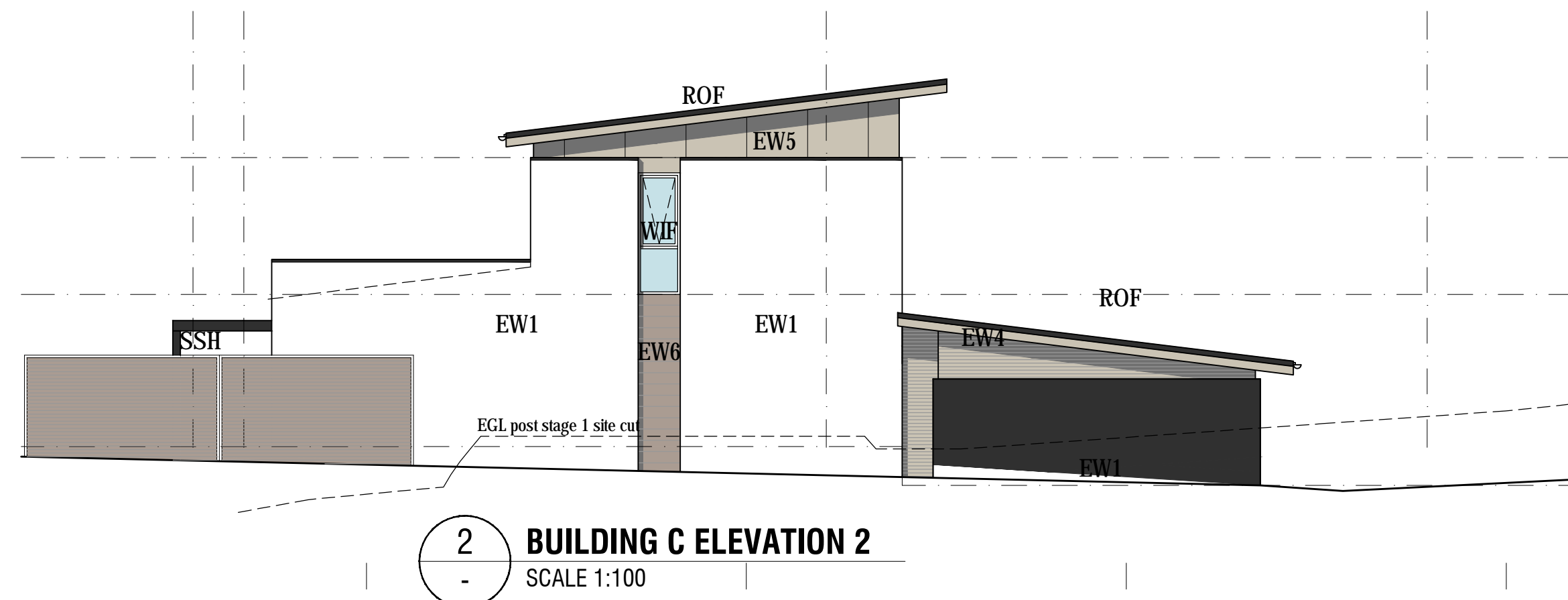
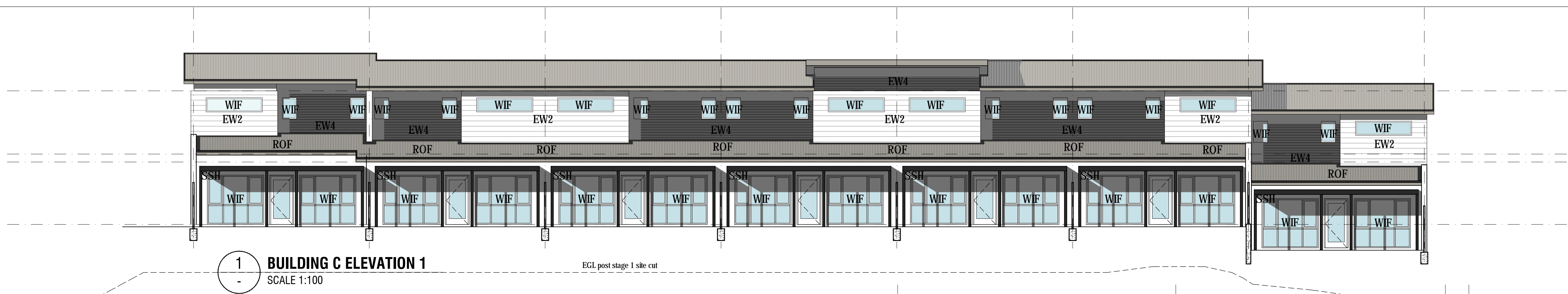


1 ROOF PLAN  
- SCALE 1:100

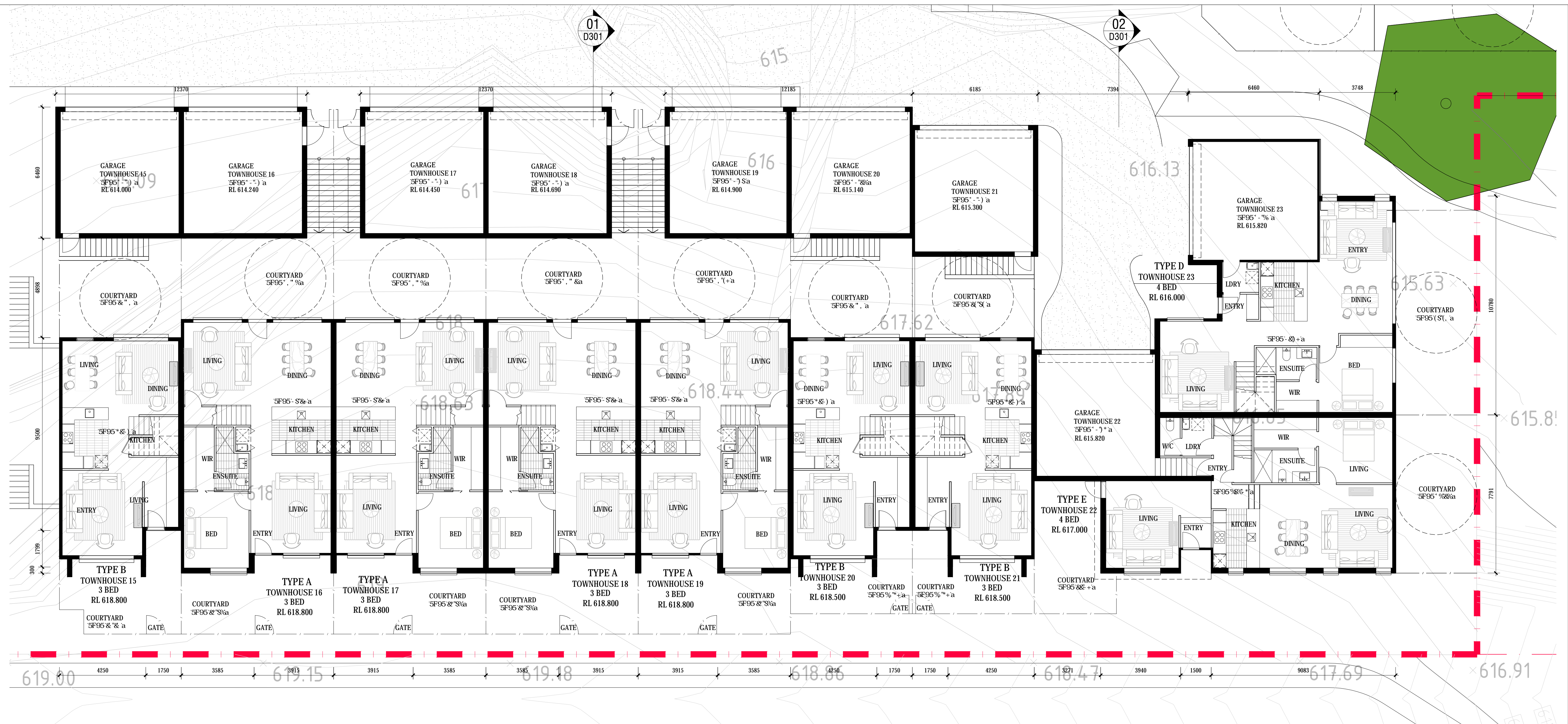


AMENDMENTS	
01	21.03.16 DA SUBMISSION









BUILDING D GFA			
: FCI B8:	@CCF	100%	100%
: FGH:	@CCF	100%	100%

MARCH -- 2016  
BUILDING D  
GROUND FLOOR PLAN

SCALE 1:100 @A1 918 MPG- MAC/ DA-D 101  
BLOCK 46 SECTION 50 MACQUARIE



AMENDMENTS	
01	21.03.16 DA SUBMISSION



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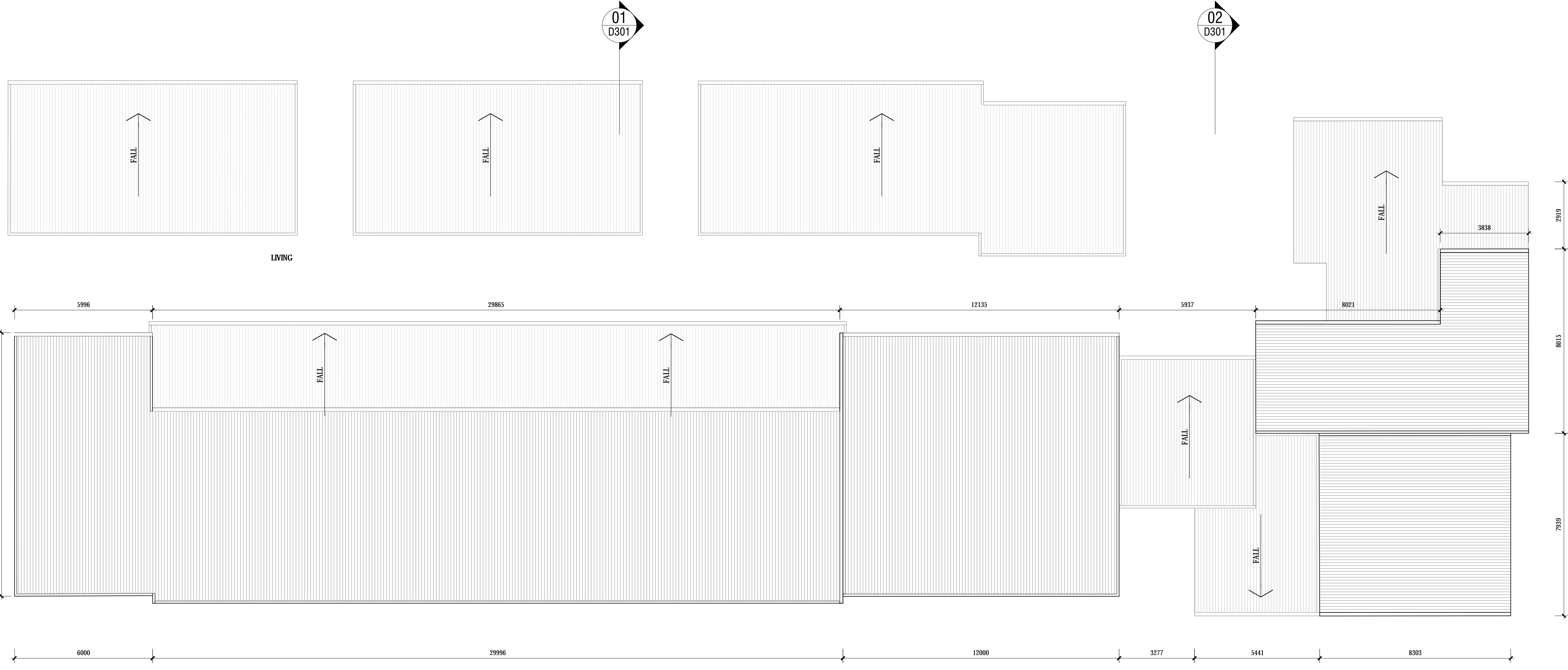
01 BUILDING D LEVEL 1 PLAN  
SCALE 1:100

BUILDING D GFA	
: FCI B8: @CCF	7882
: FGH: @CCF	7791



AMENDMENTS	
01	21.03.16 DA SUBMISSION

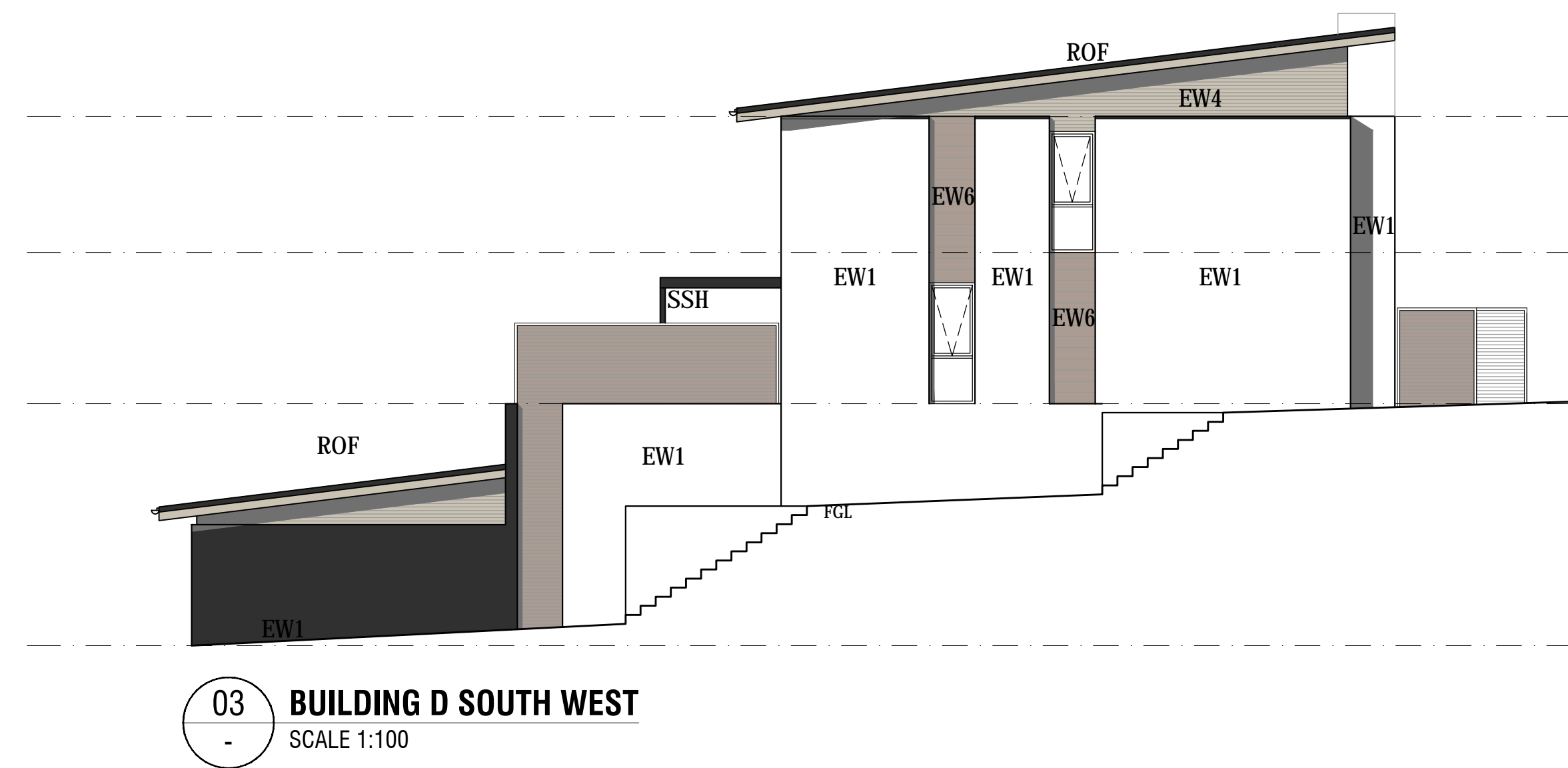
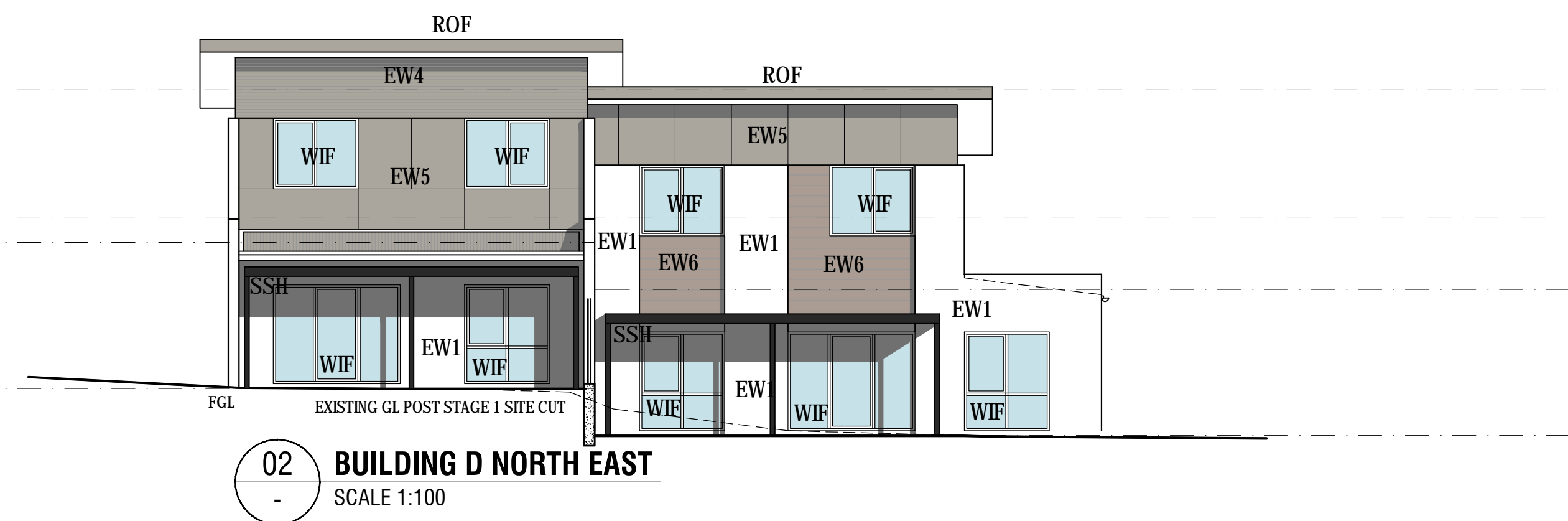
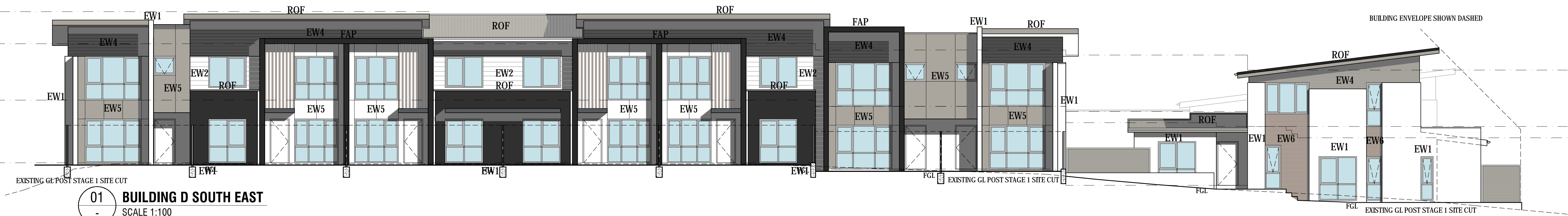


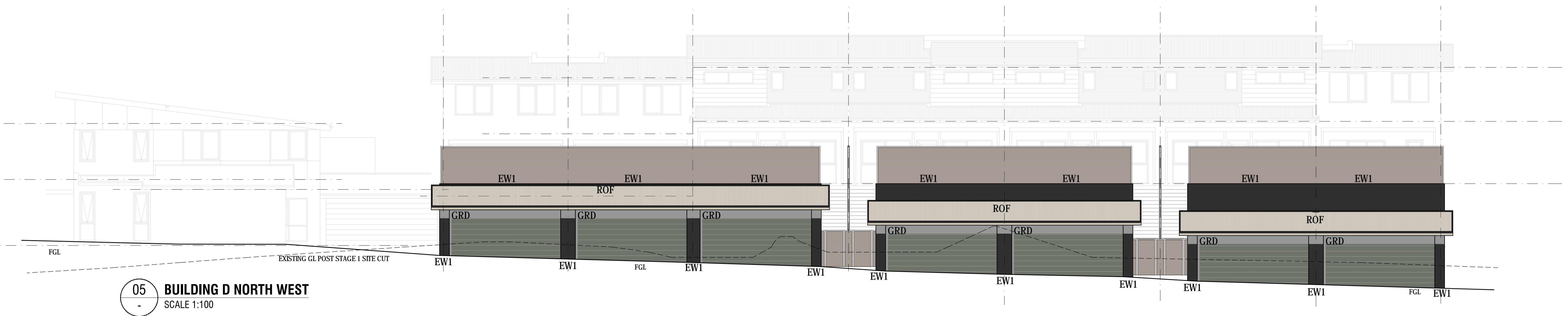
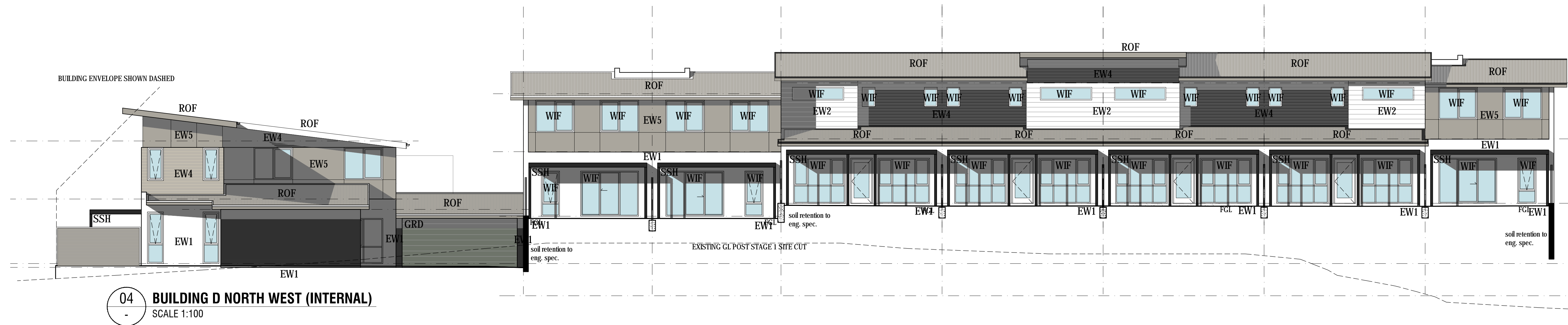


01 BUILDING D ROOF PLAN  
- SCALE 1:100

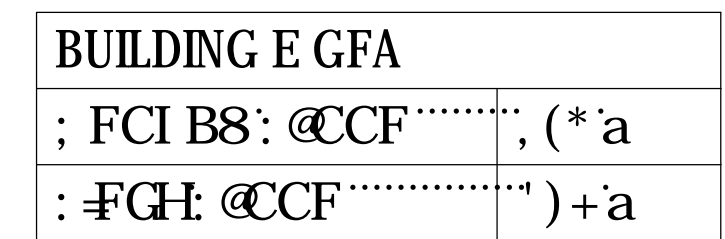


AMENDMENTS	
01 21.03.16	DA SUBMISSION













01 **BUILDING E LEVEL 1 PLAN**  
- SCALE 1:100

BUILDING E GFA	
GROUND FLOOR	846
FIRST FLOOR	357

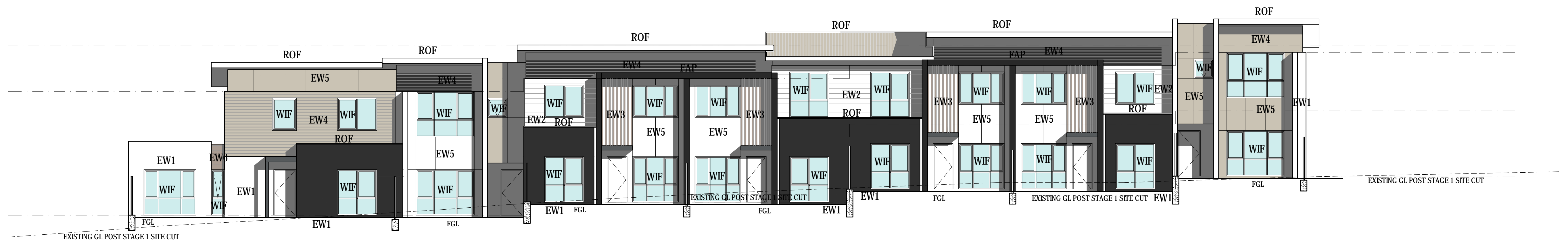


AMENDMENTS	
01 21.03.16	DA SUBMISSION

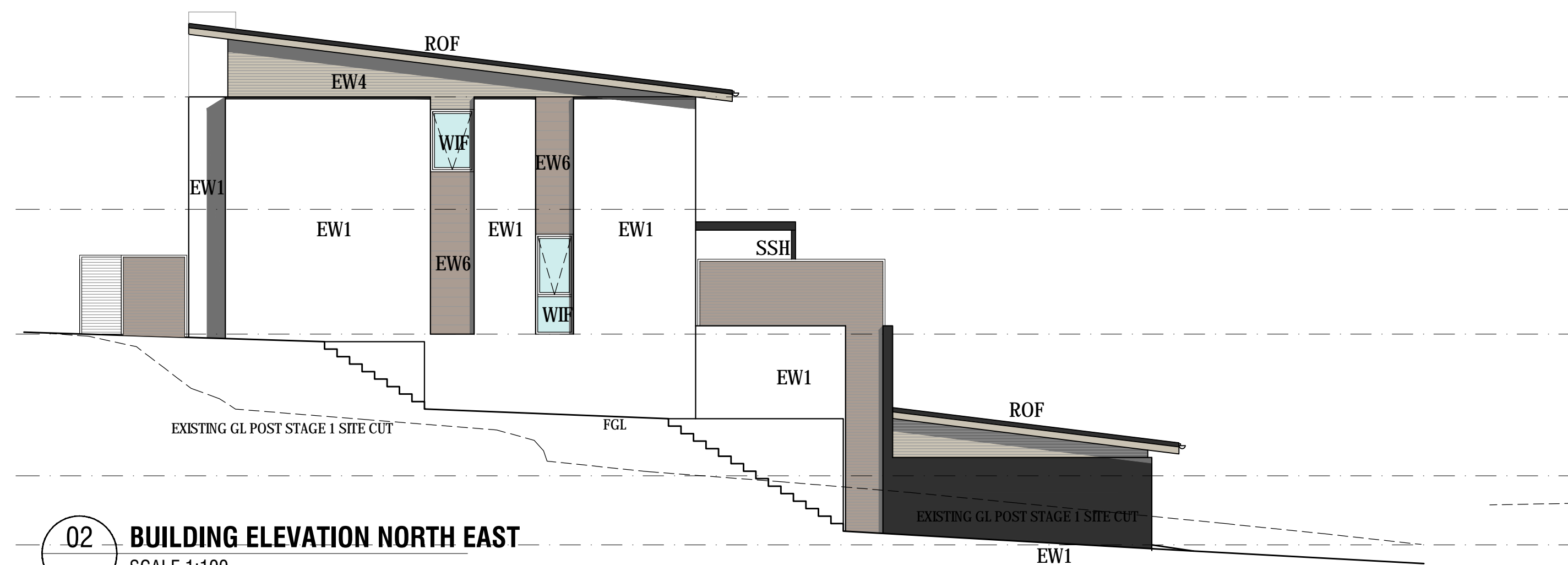




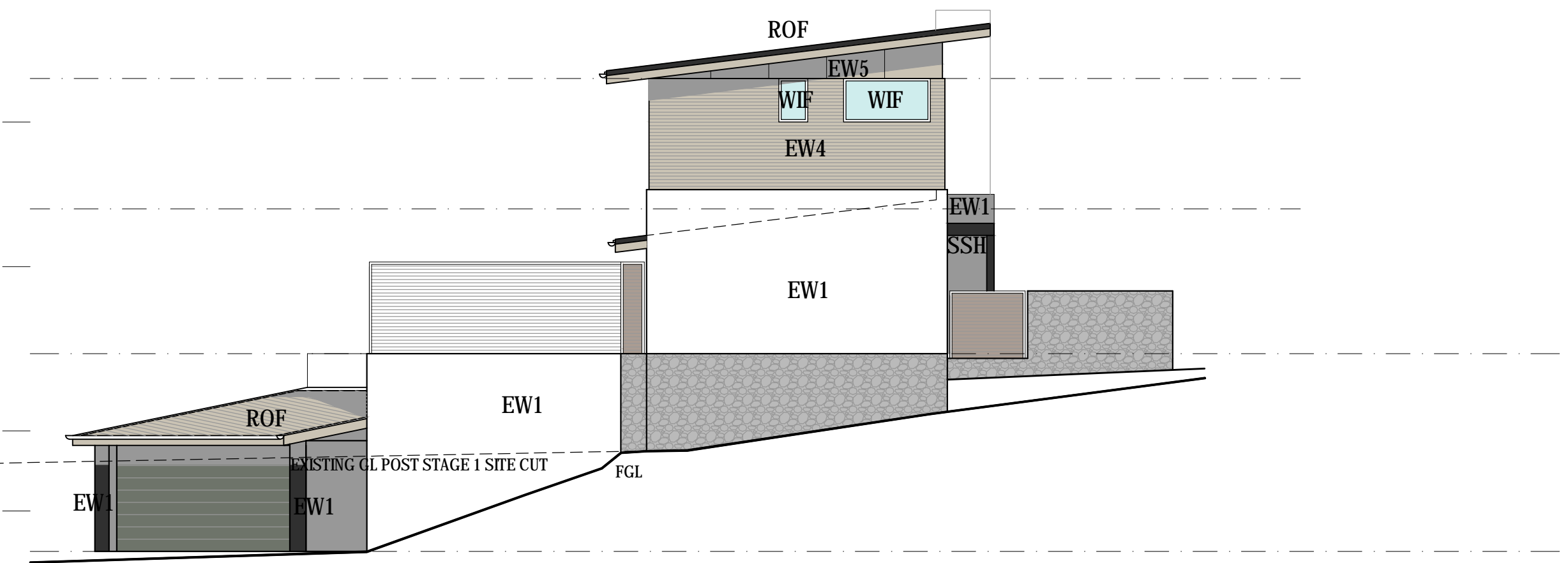
01 BUILDING E ROOF PLAN  
- SCALE 1:100



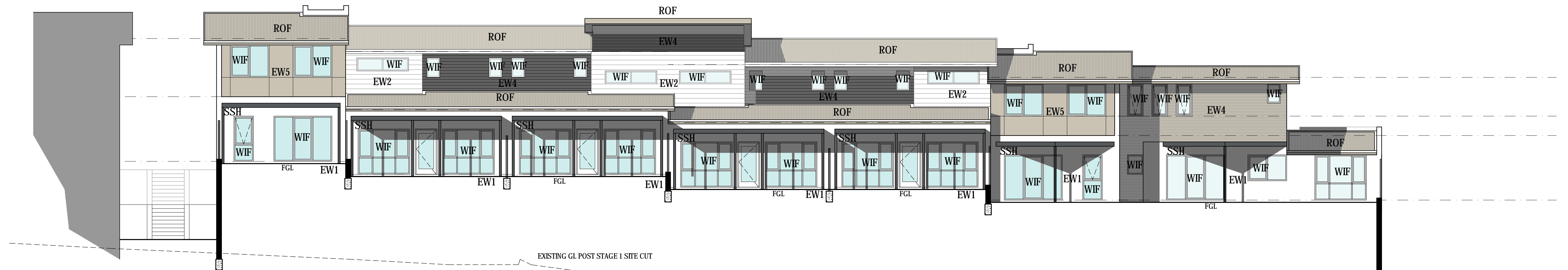
01 BUILDING ELEVATION SOUTH EAST  
SCALE 1:100



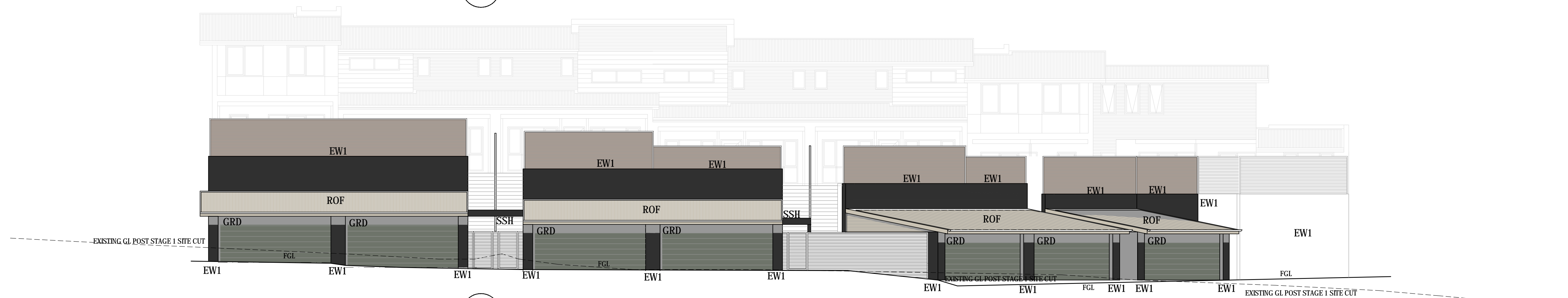
02 BUILDING ELEVATION NORTH EAST  
SCALE 1:100



03 BUILDING ELEVATION SOUTH WEST  
SCALE 1:100



04 BUILDING ELEVATION NORTH WEST (INTERNAL)  
SCALE 1:100



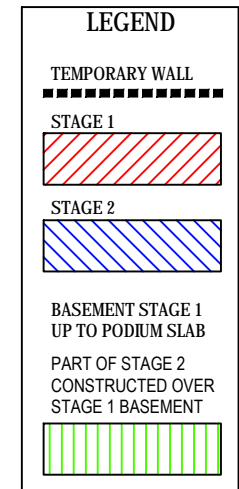
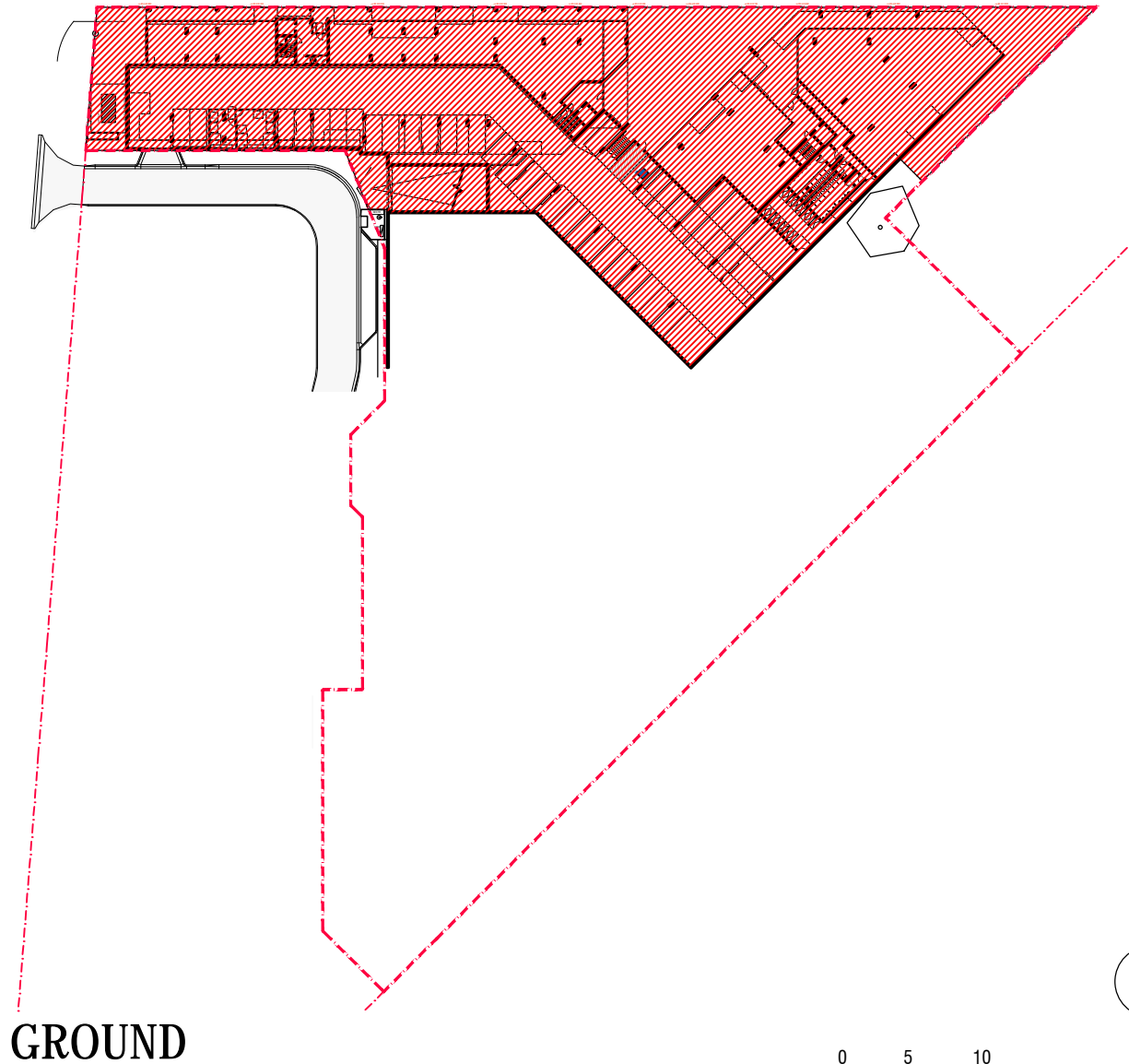
05 BUILDING ELEVATION NORTH WEST (GARAGES)  
SCALE 1:100

## **ATTACHMENT 2**

### **Staging Plan**







2 Bowman st, Macquarie



## PARC

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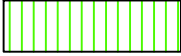


**LEGEND**

TEMPORARY WALL  


STAGE 1  


STAGE 2  


BASEMENT STAGE 1  
 UP TO PODIUM SLAB  
 PART OF STAGE 2  
 CONSTRUCTED OVER  
 STAGE 1 BASEMENT  


## LEVEL 2

2 Bowman st, Macquarie



**parc.**

### PARC

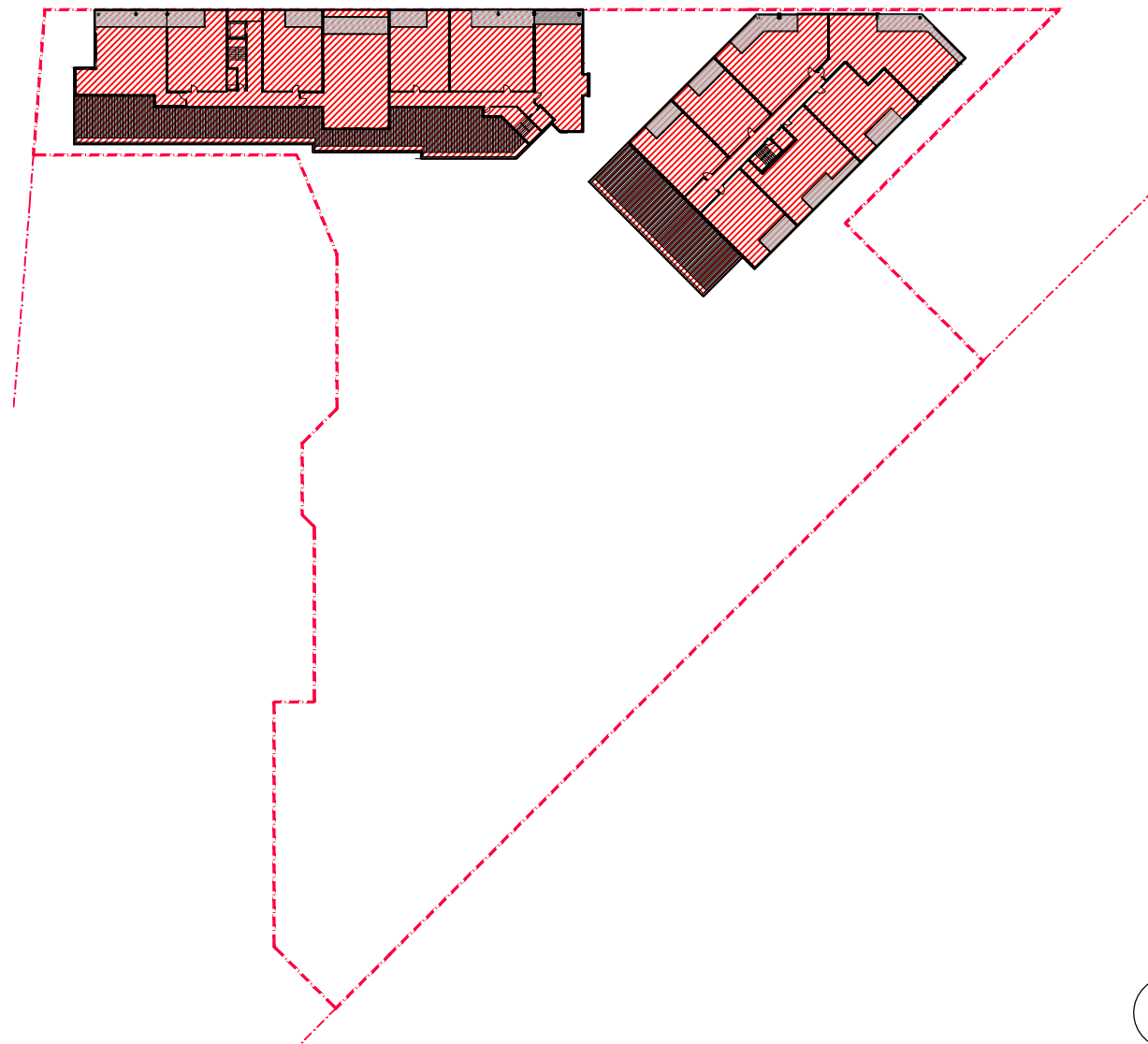
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**LEGEND**

TEMPORARY WALL

STAGE 1

STAGE 2

BASEMENT STAGE 1  
 UP TO PODIUM SLAB  
 PART OF STAGE 2  
 CONSTRUCTED OVER  
 STAGE 1 BASEMENT

LEVEL 4

2 Bowman st, Macquarie



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## **Annexure “E” – Owners Corporation Budget**



BUILDING ▲ TRUST

Proposed Budget & Contribution Schedule For:  
**BLOCK 9 SECTION 50 MACQUARIE ACT**  
**'Parc.'**

Prepared by Vantage Strata Pty Ltd:  
 Corner of Giles St & Jardine St  
 KINGSTON ACT 2604

<b>ADMINISTRATION FUND</b>		
<b>CATEGORY</b>	<b>Amount</b>	
	<b>Year 1</b>	<b>Year 2</b>
<b><u>EXPENSES</u></b>		
BANK FEES & CHARGES	\$ 300.00	\$ 310.50
BAS PREP/LODGMNT	\$ 400.00	\$ 414.00
BUILDING MANAGEMENT	\$ 30,328.00	\$ 31,389.48
CLEANING - BASEMENT	\$ -	\$ 3,000.00
CLEANING - GENERAL	\$ 28,600.00	\$ 29,601.00
CLEANING - WINDOWS	\$ -	\$ 7,500.00
ELECTRICITY - COMMON AREAS	\$ 19,000.00	\$ 19,665.00
FEES & PERMITS	\$ 250.00	
FIRE MONITORING	\$ -	\$ 2,000.00
FIRE PROTECTION	\$ 1,000.00	\$ 3,000.00
INSURANCE - BUILDING & PL	\$ 25,000.00	\$ 26,250.00
MAINTENANCE - ELECTRICAL	\$ 1,000.00	\$ 1,035.00
MAINTENANCE - GENERAL BUILDING	\$ 1,500.00	\$ 1,575.00
MAINTENANCE - GROUNDS & MOWING	\$ 6,600.00	\$ 6,930.00
MAINTENANCE - LIFT	\$ 1,000.00	\$ 13,500.00
MAINTENANCE - PLUMBING	\$ 1,500.00	\$ 1,575.00
MAINTENANCE - PUMPS/PLANT	\$ 1,000.00	\$ 2,500.00
MISCELLANEOUS (Sundries)	\$ 250.00	\$ 250.00
SECURITY - KEYS & SWIPES	\$ 250.00	\$ -
SINKING FUND FORECAST REPORT	\$ 1,350.00	\$ -
STRATA MANAGEMENT	\$ 29,100.00	\$ 31,050.00
TELEPHONE LINES - LIFTS, FIP, HOT WATER	\$ 2,400.00	\$ 2,520.00
WASTE MANAGEMENT & ENCLOSURE CLEANING	\$ 1,000.00	\$ 1,050.00
WATER CONSUMPTION	\$ 19,500.00	\$ 20,475.00
CONTINGENCY / SINKING FUND CONTRIBUTION	\$ 10,000	\$ 15,000
GST 10%	\$ 18,133	\$ 22,059
<b>Totals</b>	<b>\$ 199,461</b>	<b>\$ 242,649</b>



## **SUPPORTING NOTES:**

Bank Fees & Charges, Bas Prep/Lodgment, and Strata Management	-	Fixed expenses relating to the administration and management of the Owners Corporation as per Vantage Strata draft management agreement as provided with disclosure documents
Building Management	-	Allowance for on site building / facilities management combining supervisory and some janitorial services. Building manager scope includes organisation of essential trades and preventative maintenance services, reporting of issues requiring attention, quality control of regular service providers (cleaners etc.). Based on 12 hours per week. Also includes cost of \$2,328.00pa for specialist building/facilities management software "building link" for asset registration and maintenance and resident communication portal
Cleaning - Basement	-	Allowance for annual cleaning of the basement (commencing in year 2) using pressurised water and manual scrubbers. Assumes adequate drainage from the basement without the need for machine water suction. Estimate based on costs for similar buildings
Cleaning - General	-	Allowance for regular cleaning of the common areas including basements. Based on estimate by Canberra Room Service in June 2016. Based on two visits per week at 5.5 man hours each visit charged at \$50.00 per hour
Cleaning - Windows	-	Allowance for annual cleaning of the external windows and façade commencing in year 2. Estimate based on similar sized buildings
Electricity - Common Areas	-	Allowance for the cost of communal power for common area lighting and mechanical/plant (lifts etc.) estimated based on costs for similar buildings
Fees & Permits	-	Allowance for registration of Owners Corporation "Rules" (previously referred to as articles), lodgment of the certificate of title for safe keeping with the registrar general, and other ad hoc fees of a similar nature that might be incurred
Fire Monitoring	-	Allowance for the back to base monitoring of the Fire Indicator Panel
Fire Protection	-	Allowance for the inspection and servicing of fire equipment throughout the building. Budget based on costs of similar sized development. Assumes 12 months of costs are covered as part of the installation of the equipment as negotiated by the developer/builders with small allowance for works not covered by DLP. Budget estimate for year 2 based on similar buildings with a minor allowance in year 1 for items not covered by warranty
Insurance (Building & PL)	-	Allowance for the provision of compulsory building insurance for all structures including apartments and common assets. Based on a sum insured value of \$31,500,000.00 as advised by MPG in June 2016 with public liability policy of \$20M. Based on budget quote provided by All Insure in June 2016
Maintenance - Electrical, General Building & Plumbing	-	Allowance for unforeseen maintenance of common areas including building, lighting/electrical & plumbing infrastructure.
Maintenance Grounds & Mowing	-	Allowance for regular grounds maintenance of common grounds including mowing. Based on budget estimate provided by InStyle in June 2016
Maintenance Lift	-	Allowance for maintenance and servicing of lift mechanics for 3 lifts as well as the cost of emergency call outs resulting from failures and breakdowns. Assumes 12 months of costs are covered as part of the installation of the equipment as negotiated by the developer/builders. Based on \$4,500.00 + GST per lift for preventive scheduled maintenance and servicing per year thereafter in accordance with average lift maintenance contracts
Maintenance Pumps/Plant	-	Allowance for servicing & preventative maintenance of pumps and plant of common areas. Due to initial 12 months DLP allowance \$1,000.00 in year 1 only
Miscellaneous	-	Allowance for minor expenses of a general nature
Security - Keys & Swipes	-	Allowance for cutting / programming of additional keys and swipes for supply to contractors etc
Sinking Fund Forecast	-	Known expense based on rate card of QIA Strata Reports to prepare compulsory Sinking Fund forecast in the first year only
Telephone	-	Allowance for cost of phone lines to common areas for one main Fire Indicator Panel in building A or B and 3 Lifts. Budget is based on average cost of \$50.00 per line per month
Waste Management & Enclosure Cleaning	-	Allowance for removal of illegally dumped rubbish and 6 monthly clean out of the garbage enclosure to eliminate odors. Residents are required to take rubbish down to the common waste room. Commercial tenants are required to make their own provision for collection of rubbish and other waste management
Water	-	Allowance for the consumption of water for common property and apartments. Assumes an average apartment consumption cost of \$200.00 p/a
Contingency/Sinking Fund Contribution	-	Allowance for shortfalls in estimates or unforeseen expenses not budgeted for above.

Unit	UES	Budget Year 1	Budget Year 2
1	91	\$1,815.09	\$2,208.11
2	95	\$1,894.88	\$2,305.17
3	60	\$1,196.76	\$1,455.89
4	106	\$2,114.28	\$2,572.08
5	115	\$2,293.80	\$2,790.46
6	91	\$1,815.09	\$2,208.11
7	93	\$1,854.99	\$2,256.64
8	97	\$1,934.77	\$2,353.70
9	61	\$1,216.71	\$1,480.16
10	106	\$2,114.28	\$2,572.08
11	117	\$2,333.69	\$2,838.99
12	93	\$1,854.99	\$2,256.64
13	95	\$1,894.88	\$2,305.17
14	98	\$1,954.72	\$2,377.96
15	63	\$1,256.60	\$1,528.69
16	109	\$2,174.12	\$2,644.87
17	119	\$2,373.58	\$2,887.52
18	95	\$1,894.88	\$2,305.17
19	98	\$1,954.72	\$2,377.96
20	120	\$2,393.53	\$2,911.79
21	122	\$2,433.42	\$2,960.32
22	98	\$1,954.72	\$2,377.96
23	86	\$1,715.36	\$2,086.78
24	108	\$2,154.18	\$2,620.61
25	92	\$1,835.04	\$2,232.37
26	114	\$2,273.85	\$2,766.20
27	101	\$2,014.55	\$2,450.75
28	85	\$1,695.42	\$2,062.52
29	110	\$2,194.07	\$2,669.14
30	93	\$1,854.99	\$2,256.64
31	115	\$2,293.80	\$2,790.46
32	103	\$2,054.45	\$2,499.28
33	87	\$1,735.31	\$2,111.05
34	112	\$2,233.96	\$2,717.67
35	95	\$1,894.88	\$2,305.17
36	117	\$2,333.69	\$2,838.99
37	105	\$2,094.34	\$2,547.81
38	98	\$1,954.72	\$2,377.96
39	119	\$2,373.58	\$2,887.52
40	108	\$2,154.18	\$2,620.61
41	86	\$1,715.36	\$2,086.78
42	70	\$1,396.23	\$1,698.54
43	90	\$1,795.15	\$2,183.84
44	90	\$1,795.15	\$2,183.84

45	92	\$1,835.04	\$2,232.37
46	120	\$2,393.53	\$2,911.79
47	132	\$2,632.88	\$3,202.97
48	98	\$1,954.72	\$2,377.96
49	107	\$2,134.23	\$2,596.34
50	86	\$1,715.36	\$2,086.78
51	69	\$1,376.28	\$1,674.28
52	91	\$1,815.09	\$2,208.11
53	91	\$1,815.09	\$2,208.11
54	93	\$1,854.99	\$2,256.64
55	122	\$2,433.42	\$2,960.32
56	134	\$2,672.77	\$3,251.50
57	100	\$1,994.61	\$2,426.49
58	103	\$2,054.45	\$2,499.28
59	88	\$1,755.26	\$2,135.31
60	71	\$1,416.17	\$1,722.81
61	95	\$1,894.88	\$2,305.17
62	93	\$1,854.99	\$2,256.64
63	95	\$1,894.88	\$2,305.17
64	124	\$2,473.31	\$3,008.85
65	135	\$2,692.72	\$3,275.76
66	101	\$2,014.55	\$2,450.75
67	105	\$2,094.34	\$2,547.81
68	91	\$1,815.09	\$2,208.11
69	97	\$1,934.77	\$2,353.70
70	98	\$1,954.72	\$2,377.96
71	127	\$2,533.15	\$3,081.64
72	139	\$2,772.51	\$3,372.82
73	105	\$2,094.34	\$2,547.81
74	107	\$2,134.23	\$2,596.34
75	103	\$2,054.45	\$2,499.28
76	101	\$2,014.55	\$2,450.75
77	101	\$2,014.55	\$2,450.75
78	101	\$2,014.55	\$2,450.75
79	101	\$2,014.55	\$2,450.75
80	101	\$2,014.55	\$2,450.75
81	103	\$2,054.45	\$2,499.28
82	113	\$2,253.91	\$2,741.93
83	113	\$2,253.91	\$2,741.93
84	115	\$2,293.80	\$2,790.46
85	113	\$2,253.91	\$2,741.93
86	113	\$2,253.91	\$2,741.93
87	113	\$2,253.91	\$2,741.93
88	113	\$2,253.91	\$2,741.93
89	113	\$2,253.91	\$2,741.93
90	113	\$2,253.91	\$2,741.93
91	113	\$2,253.91	\$2,741.93
92	113	\$2,253.91	\$2,741.93

93	113	\$2,253.91	\$2,741.93
94	113	\$2,253.91	\$2,741.93
95	113	\$2,253.91	\$2,741.93
96	135	\$2,692.72	\$3,275.76
97	135	\$2,692.72	\$3,275.76
<b>97</b>	<b>10000</b>	<b>\$199,460.80</b>	<b>\$242,648.98</b>

Administration Fund		
Y1	Y2	Aggregate Entitlements
\$ 199,460.80	\$ 242,648.98	10000

## **Annexure “F” – Management Agreement**





## Management Agreement

Vantage Strata Pty Ltd

ACN 602 359 482

'The Griffin', Corner Giles & Jardine Streets, KINGSTON, 2604

Tel: 1800 878 728, Fax: 02 6100 9945, Email: [info@vantagestrata.com.au](mailto:info@vantagestrata.com.au)

## **1     The Parties**

### **1.1   OWNERS CORPORATION**

UNITS PLAN NUMBER: **TBA**

ABN: **TBA**

Complex Name: **Parc.**

Street Address: **2 Bowman Street, MACQUARIE ACT 2614**

BLOCK: **9**

SECTION: **50**

NUMBER OF UNITS: **97**

### **1.2   MANAGER**

NAME:           VANTAGE STRATA Pty Ltd

ACN:            602 359 482

ABN:            79 602 359 486

Licence No:    184 01909

ADDRESS:       'The Griffin', Corner Giles & Jardine Streets, Kingston ACT, 2604

POSTAL ADDRESS: PO Box 4259, Kingston, ACT, 2604

Phone:          1800 878 728

Fax:            02 6100 9945

e-mail:          [info@vantagestrata.com.au](mailto:info@vantagestrata.com.au)

## **2. Terms & Conditions**

### **2.1 Duration of Agreement**

This contract remains in force for a period of 2 years, commencing \_\_\_\_\_ (insert date of registration) ending on the second anniversary following registration of the Units Plan.

### **2.2 Termination of Agreement**

- a) The Owners Corporation may terminate this contract under section 55 of the Unit Titles (Management) Act 2011, where the Manager fails to remedy a specified breach of its obligations under the Act or where the Manager otherwise becomes unable or unsuitable to act in the best interests of the Owners Corporation (for example, Insolvency, proved misbehaviour).
- b) If the Owners Corporation terminates this contract it agrees to pay to the Manager all fees, charges and reimbursements the Manager is entitled to under this agreement and pursuant to any relevant legislation up until expiration of the contract, unless this contract is otherwise terminated by operation of law, when such monies owed will be paid up until the date of termination.
- c) Any termination is without prejudice to either parties pre-existing rights and obligations.
- d) This agreement will continue unless terminated or superseded by a new agreement.

### **2.3 Remuneration**

#### **a) Management Fees**

##### **i) Core functions.**

The manager is entitled to be paid an annual fee for carrying out the core functions identified in clause 6.1.1.

The fee is:

\$300.00 + GST per unit per annum for the first twelve months  
commencing on registration; and

\$ 325.00 + GST per unit per annum for twelve months commencing on  
the first anniversary of registration.

## **ii) Non-Core functions**

When the Manager is required to perform any of the non-core functions as set out clause 6.1.2 a separate charge will be incurred which shall be in addition to the annual fee and will be charged as follows;

a) if the non-core function is carried out between the hours of 9am and 6 pm Monday to Friday each week, the charge shall be calculated pro rata in 6 minute increments at the rate determined in 'Schedule B'.

b) if the non-core function is carried out on a public holiday, on a Saturday or Sunday or outside the hours of 9am and 6pm, the charge shall be calculated pro rata in 6 minute increments at the rate determined in 'Schedule B'.

## **b) Reimbursement**

The Manager is entitled to be paid within 14 days of rendering an invoice for work done.

The annual fee will be invoiced by one instalment annually in advance, payable within 60 days of this contract being signed unless agreed otherwise.

The Manager shall be entitled to be reimbursed for all expenditure lawfully incurred in carrying out its functions on behalf of the Owners Corporation, such expenditure includes but is not limited to the cost of engaging courier services, postal charges, filing fees and the like.

## **2.4 Review Of Management Fees and Charges**

Management fees will be indexed at 3.5% annually on each anniversary of the agreement unless otherwise agreed.

## **3. Promises and Obligations of Owners Corporation.**

The Owners Corporation agrees to do the following;

- a) Revoke in writing and finalise any pre-existing appointment given to any other Manager.
- b) Immediately inform the Manager of any material changes affecting the property.
- c) Meet all obligations imposed by the Unit Titles (Management) Act which have not or cannot be delegated under this contract; for example, maintaining a minimum of \$10m public liability insurance cover as required by section 102 of the Act and regulation 7.
- d) Pay all remuneration as set out in this contract.

- e) Reimburse the Manager as indicated in this contract.
- f) Promptly give reasonable instructions to the Manager when requested.
- g) Immediately notify the Manager of any changes to the contact details of persons on the Executive Committee with whom the Manager may need to liaise.
- h) At the start of this contract ensure, so far as it is reasonably practicable to do so, that the property is a reasonable state of repair and meets all building requirements of Territory, State (where applicable) and Commonwealth authorities; for example, stairs and balconies are properly constructed and secure, any pool is properly fenced.
- i) Provide keys or access cards, which will allow the Manager access to all common areas.
- j) Provide to the Manager all documents, records, statements sufficient to enable it to carry out its delegated functions under this contract or otherwise required by operation of law.
- k) Provide adequate authority and delegation to the Executive Committee of its powers and functions so as to enable decisions to be made in the best interests of the Corporation between General or other meetings of the Corporation.
- l) Maintain adequate funds to ensure the present and future financial needs of the Corporation can be met.
- m) Advise the Manager as soon as practical of any defects with the property which may require repair, replacement, restoration or renewal and make prompt decisions in respect of any work which may need to be undertaken.
- n) Advise the Manager of any report or information held or known or suspected by the Corporation as to the presence of asbestos on the property.

#### **4. Owners Corporation Acknowledgment**

The Owners Corporation acknowledges that:

- a) The Managers contractual obligations are limited to those given or accepted pursuant to this contract.
- b) The authority vested in the Manager by this contract extends to the persons employed or engaged by the Manager.
- c) The Manager assumes no responsibility for the ongoing state of repair of the property otherwise than when directed in writing to do so, but by negligent act or omission failed to carry out those instructions.
- d) The Manager cannot be held responsible for non-payments of accounts if renewals, notices or accounts or redirection notices are not received and is not liable for interest charges that may accrue as a result. If insufficient funds are held by the Owners Corporation to pay accounts, the Manager is not liable for any charges that may be levied by suppliers.



- e) The Manager is not required to act on instructions which the Manager considers to be unreasonable or unlawful.
- f) The Manager is authorised to deduct monies from any account operated by it on behalf of the Corporation for any monies due and payable to the Manager and for which an account has been rendered to the Corporation but remains unpaid after a period of 14 days.

## **5. Promises and Obligations of Manager**

- a) The Manager warrants that it holds a licence as a real estate agent under the Agents Act 2003.
- b) The Manager will act in the best interests of the Owners Corporation unless it is unlawful to do so.
- c) The Manager will act honestly, fairly and professionally in exercising its functions. It will always act honestly, fairly and professionally in exercising its functions.
- d) The Manager will ensure that its employees comply with the Act and Code when exercising functions under this contract.
- e) The Manager will always ensure that goods and services obtained on behalf or supplied to the Owners Corporation are acquired at a competitive price.
- f) The Manager will keep the Owners Corporation informed of matters in which it acts on behalf of the Corporation by preparing regular reports to the Executive. Reports include information transmitted by email, sent by letter or given verbally.
- g) The Manager will keep and maintain all records relating to transactions carried out by it on behalf of the Owners Corporation and will account to the Corporation for all monies received, paid or disbursed on its behalf.
- h) The Manager will take out and maintain public liability insurance coverage in the sum of \$10m, or as otherwise required by legislation, for any act or omission in the exercise of its functions which may cause death, injury, loss or damage to the property of anyone.

## **6. Manager's Functions**

The Owners Corporation authorises and engages the Manager to perform the core functions as identified within this clause. In addition the Owners Corporation may from time to time request the Manager to perform functions which are non-core function which will be subject to additional fees as set out in 'Schedule B'.

### **6.1.1 Core Functions.**

The following are core functions performed on behalf of and in the name of the Corporation as part of the annual fee without additional charge:

#### **a) Accounting and Financial Management**

- i) Establish and operate a bank account in the name of the Units Plan.
- ii) Receive and bank all monies or levies owed.
- iii) Pay all invoices by the due date.
- iv) Generate and distribute levy and other notices necessary to meet the actual and anticipated financial needs of the Corporation.
- v) Provide financial statements to the Executive committee.
- vi) Manage all administrative, sinking and other funds necessary for the efficient running of the Corporation.
- vii) Engage professional assistance to facilitate the preparation and lodgement of taxation returns and Business Activity Statements (BAS).
- viii) Provide reconciled accounts including balance sheets, statements of income and expenditure and levy status reports, which may be required for meetings under the Act.
- ix) Invest monies held on behalf of the Corporation as directed by a licensed and qualified third party.
- x) Prepare all necessary budgets to enable the Corporation to make informed decisions.
- xi) Engage professional assistance to facilitate the issue of notices, letters of demand and relative legal action for any monies owed by members or third parties to the Corporation. Any fees relating to the recovery of the debt to be levied against the Owners Corporation and then recovered from the individual owner/s if applicable.
- xii) Act as treasurer for the Owners Corporation, subject to the authority delegated by the Executive Committee.

## **b) Meetings and Secretarial Support**

- i) Prepare and distribute notices for the Annual General Meeting (AGM).
- ii) Prepare all necessary financial statements for presentation at the AGM or any other formal meeting required to be held under the Act.
- iii) Prepare and distribute minutes of any meetings.
- iv) Provide advice on the conduct of meetings.
- v) Arrange facilities and administrative support to enable the meetings to be held in an efficient and timely manner.
- vi) Attend the AGM for up to two hours in each calendar year.
- vii) Attend a meeting with the Executive Committee for up to 90 minutes in each calendar year.
- viii) Maintain the corporate register, minute book and electronic rolls.
- ix) Correspond on behalf of the Corporation to owners and third parties and maintain appropriate records of such correspondence.
- x) Retain the common seal and use as appropriately required.
- xi) Act as secretary for the Owners Corporation, subject to the authority delegated by the Executive Committee.
- xii) If necessary, arrange for the registration of an ABN (Australia Business Number) for the Owners Corporation.
- xiii) Electronically store Owners Corporation records, including service and management contracts.
- xiv) Act as public officer for the Owners Corporation, subject to the authority delegated by the Executive Committee.

## **c) Advice and Administration**

- i) Provide advice and assistance to the Executive Committee and to members of the Corporation on matters relating to compliance under the Act.
- ii) Arrange for appropriate accounting, legal or other professional advice to be obtained in order to protect the interests of the Corporation or individual members with such advice to be at the cost of the Corporation or the members.
- iii) Enter contracts on behalf of and bind the Corporation in respect of all necessary dealings with third parties.

#### **d) Insurance**

- i) Renew insurances from time to time via an appropriately licensed insurance broker.
- ii) Provide information to an appropriately licensed insurance broker to assist in preparation and lodgement of routine insurance claims.
- iii) Arrange appropriate valuations as may be required to ensure effective insurance coverage.

#### **e) Repairs and Maintenance**

- i) Arrange for routine and minor repairs and maintenance of the common property to be carried out by suitably qualified persons.

#### **6.1.2 Non-Core Functions**

The following are non-core functions which shall be subject to charges as determined in 'Schedule B'.

##### **a. Attendances at Courts or Tribunals**

- i) Where it is necessary to attend a court or tribunal to collect or file documents, appear or give evidence on behalf of the corporation.
- ii) Where it is necessary to brief lawyers in connection with proceedings concerning the Corporation or to attend conferences or meetings with witnesses associated with such proceedings.
- iii) Preparing records or other documents which may be used in connection with legal or other proceedings involving the Corporation.

##### **b. Administrative**

- i) Assisting and advising the Executive Committee in drafting changes to the Rules of the Corporation.
- ii) Any enforcement action which may need to be taken against any member of the Corporation who has failed to comply with any notice of demand or levy or other charge imposed.
- iii) Arranging any additional financial or specific purpose reports requested by the Executive Committee.

- iv) Arranging for facilities management tasks which are not of a routine nature or attending the Property to deal with an emergency situation which may cause significant loss to the Corporation.
- v) Meeting with insurance representatives, loss adjusters or contractors to facilitate works which may be necessary to effect repairs, rectification or restoration of the property.
- vi) When it is necessary to prepare additional or non-standard notices or correspondence as a result of defaults by members of the Corporation including activities such as referral to a debt collector.
- vii) Preparation of section 119 certificates and requisitions (billed directly to the applicant).
- viii) Preparation of circulars or special publications necessary for the efficient running of the corporation.
- ix) Attending the AGM or Executive Committee meetings in excess of that provided for as a core function.
- x) Attending and facilitating general meetings. The cost of general meetings called by individual unit owners, will be recovered directly from those individual owners.
- xi) Issuing Infringement Notices. Cost to be recovered from the offending party.
- xii) Corresponding with insurance brokers other than Vantage Strata's preferred broker.
- xiii) The preparation and provision of 'reminder notices' to those owners in arrears. The Owners Corporation agrees that the manager is to process and address reminder notices to those parties in arrears, as per pricing indicated in 'Schedule B'. (The charge will initially be levied against the Owners Corporation and later recovered from the applicable debtor /owner and credited back to the Owners Corporation).
- xiv) The manager will from time to time levy charges for the replacement or supply of additional remotes, swipes, fob's and keys against the Owners Corporation's account. These amounts will then be recovered from the individual unit owner/s and credited back to the Owners Corporation.
- xv) The management fees quoted under section 6.1.1 'Core Functions' above, include all correspondence and circulation charges related to those activities. This includes but is not limited to, data, printing, stationery and postage costs. Over and above this, a postage charge will be levied on all other letters posted or hand delivered. In respect of general meetings, this cost will be billed to the party calling the general meeting.
- xvi) Registering of rules, a fee will be levied as per Schedule B. The standard application fee levied by the Office Of Regulatory Services will apply over and above this fee.



- xvii) Preparation of BAS (Business Activity Statements) for those Owners Corporations registered for GST, charge as per 'Schedule B'.
- xviii) Preparation of annual tax return, charge as per 'Schedule B'.
- xiv) Sending of SMS messages under instruction of the Executive Committee, charge as per 'Schedule B'.

## **7. Rebates, Commissions, Referral Fees or Discounts**

Should the manager enter into a business arrangement with a service provider, whereby the manager will earn a commission, rebate, referral fee or discount, these arrangements will be disclosed to the Owners Corporation, in accordance with 'Schedule C – Disclosure Schedule'.

## **8. Indemnity**

The Owners Corporation indemnifies the Agent from and against all actions, claims, demands, losses, costs, damages or expenses arising out of or in respect of this agreement.

- a) Without prejudice to the generality of the above clause, the Owners Corporation indemnifies the Manager from and against all actions, claims, demands, losses, costs, damages or expenses arising out of or in respect of the Owner Corporation's failure to give sufficient instructions or authority to the Manager, or failure to provide sufficient funds to or for the Manager to carry out any instruction or authority given.

## **9. Entire Contract**

This document embodies the entire contract between the parties other than any other statutory provisions which impose obligations or duties on either of the parties. This document supersedes any previous negotiations, representations of the parties.

## **10. Severance**

In the event any clause or condition in this contract is held by a Court or Tribunal to be invalid or unenforceable for any reason whatsoever, that clause or condition shall be read down to the extent necessary to give efficacy to this agreement or otherwise shall be severed and the remainder of this contract shall continue to have full effect and bind the parties accordingly.

**11. Governing Law**

This contract shall be governed by the laws of the Australian Capital Territory and the parties subject themselves to the exclusive jurisdiction of the Courts and Tribunals of that Territory.

**12 Definitions**

In this contract a reference to the Act or Regulations is a reference to the Unit Titles (Management) Act 2011 or the Regulations of the same name as amended from time to time.

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## **Schedules A - C**

<u>Item</u>	<u>Charge (Excluding GST)</u>
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### **Schedule A**

#### **Core Functions**

All Items	As reflected in clause 2.3 a) i) above.
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### **Schedule B**

#### **Non Core Functions**

Monday to Friday between 9am and 6pm	\$150 per hour, calculated pro rata in 6 minute increments.
Monday to Friday between 6pm and 9am	\$200 per hour, calculated pro rata in 6 minute increments.
Public Holiday, Saturday and Sunday	\$200 per hour, calculated pro rata in 6 minute increments.

#### **Non Core Functions Attracting A Flat Rate**

Preparation Of Section 119 Certificates	As per the fee prescribed by regulation.
Issuing Of Infringement Notices	\$150
First Reminder Notice	\$40
Second Reminder Notice	\$40
Third Reminder Notice & Transfer to Debt Collectors	\$80
Postage	\$2.25 per unit
Registering Of Rules at The Office Of Regulatory Services	\$150
Preparation Of BAS Return	\$100 per quarterly return
Preparation Of Annual Tax Return	\$200
Sending Of SMS messages as instructed by Executive Committee	\$0.45 per SMS
Banking Software & Infrastructure Fee	\$300

### **Schedule C - Disclosure Schedule**

<u>Name Of Company</u>	<u>Rate Of Referral Fee, Rebate, Commission Or Discount Received</u>
MGA Insurance Brokers	Referral Fee of up To 52.50% of any commissions received by the broker.

**The Owners Corporation 'ACKNOWLEDGES & AGREES' that:**

1. It has read and understood the terms of this contract.
2. It agrees to be bound by the terms and conditions of this contract.
3. The person(s) executing this contract have the legal authority to do so on behalf of the Owners Corporation and have been duly authorised to do so.
4. All information given to the Manager about the property is true and correct in all respects and is neither misleading nor deceptive nor likely to be either.
5. The Owners Corporation has had the opportunity to obtain independent legal advice before entering into this agreement.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_\_\_\_

For and on behalf of the Owners Corporation

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Attach Common Seal:

For and on behalf of Vantage Strata

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

## **Annexure “G” - Rules**

## Schedule 4      Default rules

(see s 106)

*Note*      The owners corporation may amend the default rules under s 108.

### 1      **Definitions—default rules**

- (1) In these rules:

*executive committee representative* means a person authorised in writing by the executive committee under rule 10 (4).

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

- (2) A word or expression in the Act has the same meaning in these rules.

### 2      **Payment of rates and taxes by unit owners**

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

### 3      **Repairs and maintenance**

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

### 4      **Erections and alterations**

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
- (a) in accordance with the express permission of the owners corporation by unopposed resolution; and



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

*Note* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see [Legislation Act](#), s 126 and s 132).

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

## **5 Use of common property**

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.

## **6 Hazardous use of unit**

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

## **7 Use of unit—nuisance or annoyance**

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

## **8 Noise**

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely

to cause substantial annoyance to an owner, occupier or user of another unit.

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

## **9        Illegal use of unit**

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

## **10       What may an executive committee representative do?**

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
  - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
  - (b) carry out any maintenance required under the Act or these rules;
  - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—

- (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or
  - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

## **11 Seal of owners corporation**

For the attaching of the seal of the owners corporation to a document to be effective—

- (a) the seal must be attached by decision of the executive committee; and

*Note* Executive committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the committee (see sch 2, s 2.10).

- (b) the seal must be attached in the presence of 2 executive members; and
- (c) the executive members witnessing the attaching of the seal must sign the document as witnesses.



## COLOUR SCHEME SELECTION

\_\_\_\_\_  
Buyers Name

\_\_\_\_\_  
Mobile Number

\_\_\_\_\_  
Buyers Name

\_\_\_\_\_  
Mobile Number

\_\_\_\_\_  
Unit Number

**PLEASE TICK ONE BOX ONLY**

**HYDE**

☐

**CENTRAL**

☐

\_\_\_\_\_  
Signed by the Buyer

\_\_\_\_\_  
Signed by the Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## COOLING OFF PERIOD (for residential property only)

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

## WARNINGS

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

## DISPUTES

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

## EXCHANGE OF CONTRACT

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

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

## 1 Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

**Balance of the Price** the Price less the Deposit;

### **Breach of Covenant**

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;
- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit);
- an Unapproved Structure;

**Building Act** the *Building Act 2004*;

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

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

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

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

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

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

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

**Community Title Act** the *Community Title Act 2001*;

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

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

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

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

**Completion** the time at which this Contract is completed;

**Compliance Certificate** a certificate issued for the Lease under s. 296 of the Planning Act or under s. 28 of the *City Area Leases Act 1936*; or s. 180 of the Land Act

**Covenant** includes restrictive covenant;

**Default Notice** a notice in accordance with cl. 18.5 and cl. 18.6;

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

**Deposit** the deposit forming part of the Price;

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

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

**Development** has the meaning in the Planning Act;

**Development Statement** has the meaning in the Unit Titles Act;

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

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

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

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

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

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



**Income** rents and profits derived from the Property;

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

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

**Land Rent Act** the *Land Rent Act 2008*;

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

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

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

**Legislation Act** the *Legislation Act 2001*;

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

**Lot** has the meaning in the Community Title Act;

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

**Notice to Complete** a notice in accordance with cl. 18.1 and cl. 18.2 requiring a party to complete;

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

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

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

**Planning Act** the *Planning and Development Act 2007*;

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

**Prescribed Building** has the meaning in the Building Act;

**Prescribed Terms** has the meaning in the *Residential Tenancies Act 1997*;

**Property** the unexpired term of the Lease, the Improvements and the Goods, or (if the

Land is a Unit) the unexpired term of the Unit Lease, the Improvements and the Goods;

**Required Documents** has the meaning in the Sale of Residential Property Act and includes a Section 119 Certificate but excludes a copy of this Contract;

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

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

**Section 119 Certificate** a certificate for the Unit issued under s. 119 of the Unit Titles Management Act;

**Section 56 Certificate** a certificate for a Lot issued under s. 56 of the Community Title Act;

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

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

**Staged Development** – see s. 17(3) of the Unit Titles Act;

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

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

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

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

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

**Unit Titles Act** the *Unit Titles Act 2001*;

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

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

1.2

In this Contract:

- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;

- the singular includes the plural, and the plural includes the singular;
- a reference to a person includes a body corporate;
- a term not otherwise defined has the meaning in the Legislation Act;
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

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

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

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

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

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

## 2 Terms of payment

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

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

2.3 The Deposit may be paid by cheque or cash but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.

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

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

2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200).

2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that

direction will be sufficient discharge to the person paying.

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

## 3 Title to the Lease

3.1 The Lease is or will before Completion be granted under the Planning Act.

3.2 The Lease is transferred subject to its provisions.

3.3 The title to the Lease is or will before Completion be registered under the *Land Titles Act 1925*.

3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.

3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

## 4 Restrictions on transfer

4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.

4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the unconditional consent referred to in s. 298 of the Planning Act. A Restriction on Transfer referring to "s. 298" refers to this restriction.

4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in s.251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in s. 251 and s. 252 of the Planning Act. A Restriction on Transfer referring to "s. 251" refers to this restriction.

4.3A If the Lease is subject to a Restriction on Transfer under s.265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in ss. 265 and 266 of the Planning Act. A Restriction on Transfer referring to "s. 265" refers to this restriction.

4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the

consent. The Seller must pay all associated fees in connection with the application.

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

## 5 Particulars of title and submission of transfer

- 5.1 Unless cl. 5.3 applies the Seller need not provide particulars of title.

- 5.2 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease executed by the Seller in the form prescribed by the *Land Titles Act 1925* to be held by the Buyer on trust for the Seller until Completion only for the purpose of:

5.2.1 signing;

5.2.2 completing the Buyer details and Co-ownership in accordance with this Contract; and

5.2.3 stamping by the Buyer,

and the Buyer must immediately return the transfer if the Seller demands it.

- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

## 6 Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:

6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and

6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.

- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:

6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or

6.2.2 the Buyer is not entitled to vacant possession,

then the Buyer may either:

6.2.3 rescind; or

6.2.4 complete and sue the Seller for damages.

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

- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:

6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;

6.4.2 a wall being or not being a party wall or the Property being affected by an easement for support or not having the benefit of an easement for support;

6.4.3 any change in the Property due to fair wear and tear before Completion;

6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;

6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;

6.4.6 the ownership or location of any dividing fence;

6.4.7 the ownership of any fuel storage tank; and

6.4.8 anything disclosed in this Contract (except an Affecting Interest).

## 7 Seller warranties

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

7.1.1 the Seller will be able to complete at Completion;

7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;

7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and

7.1.4 the Seller is not aware of any material change in the matters

disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

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

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

## 8 Adjustments

8.1 Subject to cl. 8.2:

- 8.1.1 the Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges; and
- 8.1.2 the parties must pay any adjustment of the Income and Land Charges calculated under this clause on Completion.

8.2 If the Property is liable to land tax, the Seller must pay it on or before Completion and no adjustment of land tax will be made if the Buyer warrants (in writing if the Seller requires it) that the Buyer is or will on Completion be entitled to an exemption from land tax.

8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.

8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.

8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by s. 18 of the Sale of Residential Property Act on Completion.

## 9 Terms of possession

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

9.2 If the Property is sold subject to a tenancy, the Seller has:

- 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
- 9.2.2 completed the tenancy summary on page 2.

9.3 If the Property is sold subject to a tenancy:

- 9.3.1 the Seller warrants that except as disclosed in this Contract:
  - (a) if applicable, the rental bond has been provided in accordance with the *Residential Tenancies Act 1997*;
  - (b) if applicable, the Seller has complied with the *Residential Tenancies Act 1997*;
  - (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
  - (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;

- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
  - (i) the Prescribed Terms; and
  - (ii) any other terms approved by the Residential Tenancies Tribunal

9.3.2 The Seller must hand to the Buyer on Completion:

- (a) any written Tenancy Agreement to which this Contract is subject;
- (b) a notice of attornment;
- (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
- (d) if applicable, any other notice required to be signed by the Seller under the *Residential Tenancies Act 1997*.

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

## 10 Inspection and condition of Property

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

## 11 Inspection of building file

11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:

- 11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and

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

## 12 Additional Seller obligations

12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:

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

## 13 Compliance Certificate

13.1 The Seller must give to the Buyer on Completion a Compliance Certificate unless:

- 13.1.1 the Lease does not contain a Building and Development Provision; or
- 13.1.2 the Lease is sold subject to non compliance with the Building and Development Provision within the meaning of cl. 4.2; or
- 13.1.3 a Compliance Certificate has issued before the Date of this Contract and is either noted on the certificate of title for the Lease or the Seller gives to the Buyer other evidence acceptable to the Registrar General that a Compliance Certificate has issued.

13.2 The Seller must give to the Buyer on Completion evidence of approval to conduct any Development on the Land unless:

- 13.2.1 approval for the Development has been granted by the relevant authority before the Date of this Contract; or

13.2.2 the Development is disclosed as a Breach of Covenant in this Contract.

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

## 14 Off the plan purchase

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and cl. 4.2 does not apply, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached.

## 15 Goods

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

15.2 The Goods are included in the Price.

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

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

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

## 16 Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

## 17 Compensation claims by Buyer

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

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

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

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

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

17.1.2 If the Seller does not rescind under cl. 17.1.1, the parties must complete and:

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

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

(c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;

(d) the decision of the arbitrator is final and binding;

(e) the costs of the arbitration must be shared equally by



the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;

(f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;

(g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and

(h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

## 18 Notice to Complete and Default Notice

18.1 If Completion does not take place in accordance with cl. 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.

18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14\* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.

18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:

18.3.1 not be in default; and

18.3.2 be ready willing and able to complete but for some default or omission of the other party.

18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.

18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.

18.6 A Default Notice:

18.6.1 must specify the default;

18.6.2 must require the party served with the Default Notice to rectify the default within 7\* days after service of the Default Notice (excluding the date of service); and

18.6.3 cannot be used to require a party to complete this Contract.

18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.

18.8 The time specified in a Default Notice to rectify the specified default is an essential term.

18.9 Cl. 19 or cl. 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.

18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

18.11 The parties agree that the time referred to in cl. 18.2 and cl. 18.6.2 is fair and reasonable.

## 19 Termination - Buyer default

19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:

19.1.1 sue the Buyer for breach; or

19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.

19.2 In addition to any money kept or recovered under cl. 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default

provided that proceedings for the recovery of damages are commenced within 12 months of termination.

## 20 Termination - Seller default

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

20.1.1 terminate and seek damages; or

20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

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

## 21 Rescission

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

21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and

21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

## 22 Damages for delay in Completion

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

22.1.1 if the defaulting party is the Seller interest on the Price at the rate of % per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion;

\*Insert percentage

22.1.2 if the defaulting party is the Buyer interest on the Price at the rate of % per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and

\*Insert percentage

22.1.3 the amount of \$440\* (including GST) to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.

\*Alter as necessary

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

22.3 The parties agree that:

22.3.1 the amount of any damages payable under cl 22.1.1 or cl 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and

22.3.2 the damages must be paid on Completion.

## 23 Foreign Buyer

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

23.2 This clause is an essential term.

## 24 GST

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

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

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

24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but

24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

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

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

## 25 Power of attorney

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

## 26 Notices claims and authorities

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

- 26.2 To serve a notice a party must:
- (a) leave it at; or
- (b) send it by a method of post requiring acknowledgment of receipt by the addressee to, the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
- (c) serve it on that party's solicitor in any of the above ways; or
- (d) by delivering it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
- (e) send it by facsimile to a party's solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent).

- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

## 27 Unit title

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

## 28 Definitions and interpretation

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

## 29 Title to the Unit

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

**30 Buyer rights limited**

- 30.1 In addition to cl. 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

**31 Adjustment of contribution**

- 31.1 Any adjustment under cl. 8 must include an adjustment of the contributions to the Owners Corporation under s.78 and s.89.

**32 Inspection of Unit**

- 32.1 For the purposes of cl. 10.1 Property includes the Common Property.

**33 Seller warranties**

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

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

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

- 33.1.2 The Owners Corporation records do not disclose any defects to which the warranty in cl. 33.1.1 applies;

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

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

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

- 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under s. 78 and s. 89; and

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

- (a) as set out in Schedule 4 to the Unit Titles Management Act; or
- (b) in respect of a corporation established under the *Unit Titles Act 1970 (repealed)* and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or
- (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;

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

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

- 33.3 The Seller warrants that at Completion:

- 33.3.1 to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to materially prejudice the Buyer.

- 33.4 For the purposes of cl. 7, Property includes the Common Property.

- 33.5 These warranties are in addition to those given in cl. 7.

**34 Damage or destruction before Completion**

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

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

**35 Notice to Owners Corporation**

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

**36 Section 119 Certificate**

- 36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to s. 119(5) for the Section 119 Certificate attached.

**37 Unregistered Units Plan**

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and cl. 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.

- 37.6 After the Owners Corporation has been constituted under s. 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.
- 37.8 If cl. 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of this Contract:
- 37.9.1 the Default Rules;
- 37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including—
- (a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
- (b) any personal or business relationship between the Developer and another party to the contract;
- 37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;
- 37.9.4 if a right to approve the keeping of animals during the Developer Control Period is reserved—details of the reservation, including the kind and number of animals; and
- 37.9.5 if a Staged Development of the Units is proposed—the proposed Development Statement and any amendment to the statement.
- 37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.
- 37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:
- 37.11.1 the information disclosed within the items referred to in clauses 37.9.1 to 37.9.5 inclusive is incomplete or inaccurate; and

37.11.2 the Buyer is significantly prejudiced because the disclosure is incomplete or inaccurate.

### **38 Cancellation of Contract**

38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1, were this Contract completed at the time it is cancelled.

38.2 A notice under cl. 38.1 must be given:

38.2.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or

38.2.2 in any other case – not later than 14 days after the later of the following happens:

- (a) the Date of this Contract;
- (b) another period agreed between the Buyer and Seller ends.

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

### **39 Claims for compensation**

39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1 were this Contract to be completed.

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under cl. 39.2 must be given:

39.3.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or

39.3.2 in any other case – not later than 14 days after the later of the following happens:

- (a) the Buyer's copy of the Contract is received by the Buyer;
- (b) another period agreed between the Buyer and Seller ends.

### **40 Community title**

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

### **41 Definitions and interpretation**

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

### **42 Buyer rights limited**

42.1 In addition to cl. 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

### **43 Adjustment of contribution**

43.1 Any adjustment under cl. 8 must include an adjustment of the contributions to the fund under s.45.

### **44 Inspection of property**

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

### **45 Unregistered Community Title Scheme**

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

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

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



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

45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or

45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or

45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement;

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

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

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

#### **46 Incomplete development of Community Title Scheme**

46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.

46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.

46.3 Without limiting the damages recoverable for breach of the warranty in cl. 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in

accordance with the terms of the Community Title Scheme.

#### **47 Incomplete development of Lot**

47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.

47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme;

47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority;

47.4 The Buyer must:

47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and

47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

#### **48 Required first or top sheet**

48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.

48.2 The Section 67 Statement must:

48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;

48.2.2 state the name and address of:

(a) the body corporate of the scheme; or

(b) if it is the duty of the Community Title Body Corporate manager to act

for the Community Title  
Body Corporate in  
supplying Section 56  
Certificates - the manager;

48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;

48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;

48.2.5 be signed by the Seller or a person authorised by the Seller; and

48.2.6 be substantially complete.

48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under cl. 48.1.

48.4 The Buyer may rescind this Contract if:

48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and

48.4.2 Completion has not taken place.

#### 49 Notice to Community Title Body Corporate

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

#### 50 Section 56 Certificate

50.1 The Seller must give to the Buyer a Section 56 Certificate at least 7 days before Completion.

50.2 On Completion, the Buyer must pay to the Seller the fee charged for the Section 56 Certificate.

#### 51 Foreign Resident Withholding Tax

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

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

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

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

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

**Clearance Certificate** a certificate issued under s. 14-220 of the Withholding Law that covers the date of Completion;

**Relevant Price** the higher of:

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

as at the Date of this Contract;

**Variation Certificate** a certificate issued under s. 14-235 of the Withholding Law that covers the date of Completion;

**Withholding Amount** subject to cl. 51.6 and cl. 51.7, 10% of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and

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

51.2 If the Relevant Price is less than \$2,000,000.00, the parties acknowledge that there are no obligations under the Withholding Law.

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

51.4 If neither cl. 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

51.4.4 the parties must both, on the date of Completion, attend the offices of

an authorised collection agent of the ATO to deposit the bank cheque referred to in cl 51.4.3 in payment of the Withholding Amount following Completion.

- 51.5 If cl. 51.4 applies and the parties do not comply with cl 51.4.4:
- 51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and
- 51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.
- 51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 51.7 **Where** Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.
- 51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the Buyer that that Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.