



Future Homes Exemplar Plan A

Design Strategy / Architecture with IncluDesign

North / South at grade - Design Intent Plans

DRAWING LIST		
A852	Ground Floor Plan	1 to 100 at A1
A853	First Floor Plan	1 to 100 at A1
A854	Second Floor Plan	1 to 100 at A1
A855	Roof Plan	1 to 100 at A1
A856	Elevation Sheet 1	1 to 100 at A1
A857	Elevation Sheet 2	1 to 100 at A1
A857A	Elevation Sheet 3	1 to 100 at A1
A858	Section Sheet 1	1 to 100 at A1
A859	Section Sheet 2	1 to 100 at A1
A860	Apartment Type 1	1 to 50 at A1
A861	Apartment Type 2	1 to 50 at A1
A862	Apartment Type 3	1 to 50 at A1
A863	Apartment Type 4	1 to 50 at A1
A864	Apartment Type 5	1 to 50 at A1
A850A	External 3D Views	-
A850B	External 3D Views	-
A851	Internal 3D Views	-

DEVELOPMENT SUMMARY	
North/South at Grade Design Intent Plan	
Number of Apartments	13
Apartment Mix	
1 Bed 1 Bath	4
2 Bed 1 Bath + Study	1
2 Bed 2 Bath	3
3 Bed 2 Bath	5
Total NSA (m2)	1197.6
Total GFA (m2)	1727
Site Coverage	57%
Bicycle Spaces	19
Carparking Spaces	13

THE DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING TERMS AND CONDITIONS FOR LICENCE OF FUTURE HOMES EXEMPLAR PLANS

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Terms of Use

1. The Design Intent Plans

- (a) The Design Intent Plans are drawings which set out basic details of the Exemplar Plans.
- (b) The Design Intent Plans are provided solely for the purpose of the Licensee determining whether the Licensee wishes to acquire a licence to use the Exemplar Plans.
- (c) The Design Intent Plans are not to be used for building or seeking a permit to build.
- (d) Subject to these Terms of Use, the Licensor hereby grants to the Licensee a non-exclusive, royalty free revocable limited licence to reproduce the Design Intent Plans for the sole purpose of determining whether the Licensee wishes to acquire a licence to use the Exemplar Plans.
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- (a) The Guidance Documents set out the principles for use and adaptation of the Exemplar Plans. Subject to these Terms of Use, the Licensor hereby grants to the Licensee a non-exclusive, royalty free revocable limited licence to reproduce the Guidance Documents solely for:
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- (c) The Licensee may provide a reasonable number of copies of the Guidance Documents to its consultants and professional advisers for such purposes.

3. The Exemplar Plans

- (a) Subject to payment of the Licence Fee and to these Terms of Use, the Licensor hereby grants to the Licensee a non-exclusive, royalty bearing, revocable limited licence to reproduce and adapt the Exemplar Plans solely for and limited to the Purpose.
- (b) The use rights licensed under sub-clause 3(b) are limited as follows:
 - (i) the licensed rights expire if the Licensee has not submitted a planning application with the Responsible Authority to undertake development at the Site using the Exemplar Plans (as may be adapted hereunder) within 12 months of the later of accepting these Terms Of Use or any substitution of the Site agreed by the Licensor under clause 4(c) (or such longer period as the Licensor may in its discretion approve in writing);
 - (ii) the Licensee may make only so many copies of the Exemplar Plans as are reasonably required for the Purpose;
 - (iii) the Licensee may adapt the Exemplar Plans for use at the Site in a manner consistent with the Guidance Documents but has no more extensive right of alteration; and
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- (c) Subject to sub-clause 3(e), the State retains copyright and all other intellectual property rights in the Design Intent Plans, Exemplar Plans and Guidance Documents. The Licensee must not use the Design Intent Plans, Exemplar Plans or Guidance Documents save as expressly authorised under these Terms of Use.
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 - (i) the Licensee obtains no rights in relation to the Exemplar Plans other than as are licensed under clause 3(e);
 - (ii) the Licensee must only use such adaptation of the Exemplar Plans for the Purpose;
 - (iii) there is no further right of adaptation;
 - (iv) the Licensee must not license its rights in relation to the adaptation of the Exemplar Plans otherwise than to its builders and other consultants on a royalty free basis and solely for the Purpose;
 - (v) the Licensee may not assign, transfer, encumber or otherwise deal with its rights in relation to the adaptation of the Exemplar Plans; and
 - (vi) any adaptation of the Exemplar Plans must comply with subclauses 3(f) to 3(h) both inclusive.
- (f) The Licensee must ensure that all adaptations of the Exemplar Plans bear a statement in the following form:
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- (g) The Licensee must not remove or alter any copyright statement, disclaimer or identification information set out on the Design Intent Plans, Guidance Documents or Exemplar Plans (including any adaptation of the Plans).
- (h) The Licensee must not remove or alter on the Design Intent Plans, Guidance Documents or Exemplar Plans (including any adaptation of the Exemplar Plans) any statement constituting a right of attribution of an author, or any insignia or statement identifying a Contributor or identifying the Plans as produced under the Future Homes Project.

- (i) The Licensee must attribute the Future Homes Project in all publicity relating to the Purpose including in any two or three-dimensional representation of the Exemplar Plans. The form of the attribution shall be as reasonably specified by the Licensor from time to time.
- (j) The Licensee hereby grants to the State an irrevocable perpetual royalty free worldwide licence (together with the right of sublicense) to reproduce, publish and communicate any adaptation of the Exemplar Plans made by or on behalf of the Licensee for non-commercial research, education and other public policy purposes. For the purposes of this clause the Licensee must provide the Licensor with a copy of all such adaptations and procure a Moral Rights Release in favour of the Licensor.

4. Site

- (a) The Licensee must nominate a Site within the State of Victoria for use of the Plans.
- (b) The Exemplar Plans may only be used for building at the Site.
- (c) The Licensee may with the prior written consent of the Licensor request one substitution of the Site, provided that the Licensor will not consent to the Site being substituted under this clause 4(c) once the Licensee has submitted a planning application with the Responsible Authority to build on the Site.
- (d) In no case may the Licensee use the Exemplar Plans on more than one site or for the building of more than a single residential apartment development (without paying an additional licence fee and thereby obtaining an additional Licence).

5. Licensor warranties

- (a) The Licensor warrants that it is the sole legal and beneficial owner of Copyright in the Design Intent Plans, Guidance Documents and Exemplar Plans and has the right to grant the licences hereby granted under these Terms of Use.
- (b) The warranty in sub-clause 5(a) is subject to any Moral Rights endorsement appearing on the foregoing documents.
- (c) The Licensee must immediately notify the Licensor if it receives any claim that the Licensee's use of the Exemplar Plans (or any other document licensed under these Terms of Use) infringes another person's Intellectual Property, Moral or other rights.

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6. Victorian Planning Scheme

- (a) The Victoria Planning Provisions may provide a streamlined town planning process in certain municipal planning schemes for residential building developments adapted from the Exemplar Plans.
- (b) It is the sole responsibility of the Licensor to procure that any development proposal based upon the Exemplar Plans (including any adaptation of the Exemplar Plans) will be approved under particular planning scheme requirements or exempted from particular planning scheme requirements.
- (c) The Licensor gives no warranty, express or implied, that any particular development proposal based on the Exemplar Plans (including any adaptation of the Exemplar Plans) will be approved under particular planning scheme requirements or exempted from particular planning scheme requirements.
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- (e) The Licensor may have statutory functions and duties under the PEA (including as a Determining Referral Authority). Nothing in these Terms of Use fetters the discretion of the Department in carrying out its functions and duties and the Department does not enter into these Terms of Use in the course of carrying out any function or duty under the PEA.

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- (a) The Design Intent Plans, Guidance Documents, Exemplar Plans are provided on an as is basis without warranty of any kind.
- (b) The Exemplar Plans will require adaptation by the Licensee to the Site and to suit the Licensee's purposes.
- (c) The Design Intent Plans, Guidance Documents and Exemplar Plans and all associated material do not constitute professional advice.
- (d) The Exemplar Plans together with the Guidance Documents represent one or more options for achieving a particular energy performance (including NatHERS rating) and other environmentally sustainable design (ESD) principles. They do not cover all designs or specifications and energy and ESD performance and outcomes will vary depending on Site, final design, specification and other factors.

- (e) Any representation by the Licensor as to quantities, bills of quantities, or estimated construction costs are provided for guidance and do not constitute representations as to future matters. Quantities and costs may vary considerably depending upon many factors including the Site, final design, specification and other factors.
- (f) The Licensor is not an architect within the meaning of the Architects Act 1991 (Vic) and does not claim or hold itself as offering the services of an architect.

- (g) No communication or representation (in any form) made by or on behalf of the Licensor, its employees and agents whether in respect of Exemplar Plans, Design Intent Plans, Guidance Documents, any adaptation of those created by the Licensee, the Site or town planning requirements shall be taken as or relied upon by the Licensee or any other person as constituting professional advice of any kind.
- (h) It is the sole responsibility of the Licensee to make its own enquiries in relation to and obtain all necessary permits and approvals for any building development proposal based upon the Exemplar Plans.

- (i) It is the sole responsibility of the Licensee to obtain independent professional advice (including but not necessarily limited to architectural advice, engineering advice, town planning advice, construction advice and legal advice) in relation to the above matters and for any proposed building development based upon the Exemplar Plans including any adaptation of the Exemplar Plans and including but not limited to:

- (i) whether the Exemplar Plans and Guidance Documents are suitable for the Licensee's purposes including (but not limited to) development of the Site;
- (ii) specifications for any final design;
- (iii) the energy performance and ESD outcomes of any building development based upon the Exemplar Plans;
- (iv) bills of quantities and construction costs;
- (v) compliance with town planning guidelines

- (vi) compliance with the Building Code of Australia, National Construction Code, the requirements of Fire Rescue Victoria and all other regulatory requirements; and
- (vii) these Terms of Use

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- (ii) the Licensee has made its own assessment of the commercial value of the Exemplar Plans and Guidance Documents; and
- (iii) the Licensee has read and understood those Terms of Use and in particular the acknowledgments and disclaimers set out herein and has had an opportunity to obtain independent legal advice in relation to these Terms of Use

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- (c) To the maximum extent permitted by law, the Licensee hereby discharges and forever releases the Licensor and the Contributors from and against all claims, costs, damages, expenses and liability howsoever described and arising out of or incidental to the Licensee's use of the Design Intent Plans, Guidance Documents and Exemplar Plans and any associated material, provided however that this release does not apply in relation to a breach of the express Licensor warranties set out in these Terms of Use.

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- (d) These Terms of Use shall be read and construed according to the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of that state.
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- (g) In the event of termination all rights of the Licensee granted under these Terms of Use shall terminate and the Licensee shall forthwith cease to make any use of the Exemplar Plans and Guidance Documents and upon demand deliver up to the Licensor all copies of such material in the Licensee's possession custody or control.
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 - (ii) a reference to the specific does not limit the general;
 - (iii) a reference to a person includes a reference to a natural person, company, partnership and joint venture.
- (b) The following terms have the following meanings:-
 - (i) **Contributors** means the persons who contributed to the development of the Plans and Guidance Documents;
 - (ii) **Design Intent Plans** means the conceptual drawings setting out basic details of the Exemplar Plans and published by the Licensor through the Website;

- (iii) **Department** means the Department of Environment, Land, Water, and Planning ABN 90 719 052 204;
- (iv) **Determining Referral Authority** has the meaning given to that term by the PEA;
- (v) **Exemplar Plans** means the exemplar building plans & specifications developed under the Future Homes Project for a residential apartment building and made available to by the Licensor to the Licensee subject to these Terms of Use;
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- (xiv) **Purpose** means the purpose of building residential apartments using the Exemplar Plans (and as may be adapted under these Terms of Use) at the Site;

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- (xv) **Site** means the site for the use of the Exemplar Plans nominated by the Licensee and identified in the Schedule and must be a Site within the State of Victoria and
- (xvi) **Victoria Planning Provisions** means the Victoria Planning Provisions approved under part 1A of the PEA and as amended from time to time;
- (xvii) **Website** means the website operated by or on behalf of the Licensor at URL <https://www.planning.vic.gov.au/policy-and-strategy/future-homes>

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3. Reference the Future Homes project (this can be done through the Future Homes wordmark)
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An electronic folder containing both a PDF and an .ai file of these items has been shared with you in the same folder as the exemplar design.

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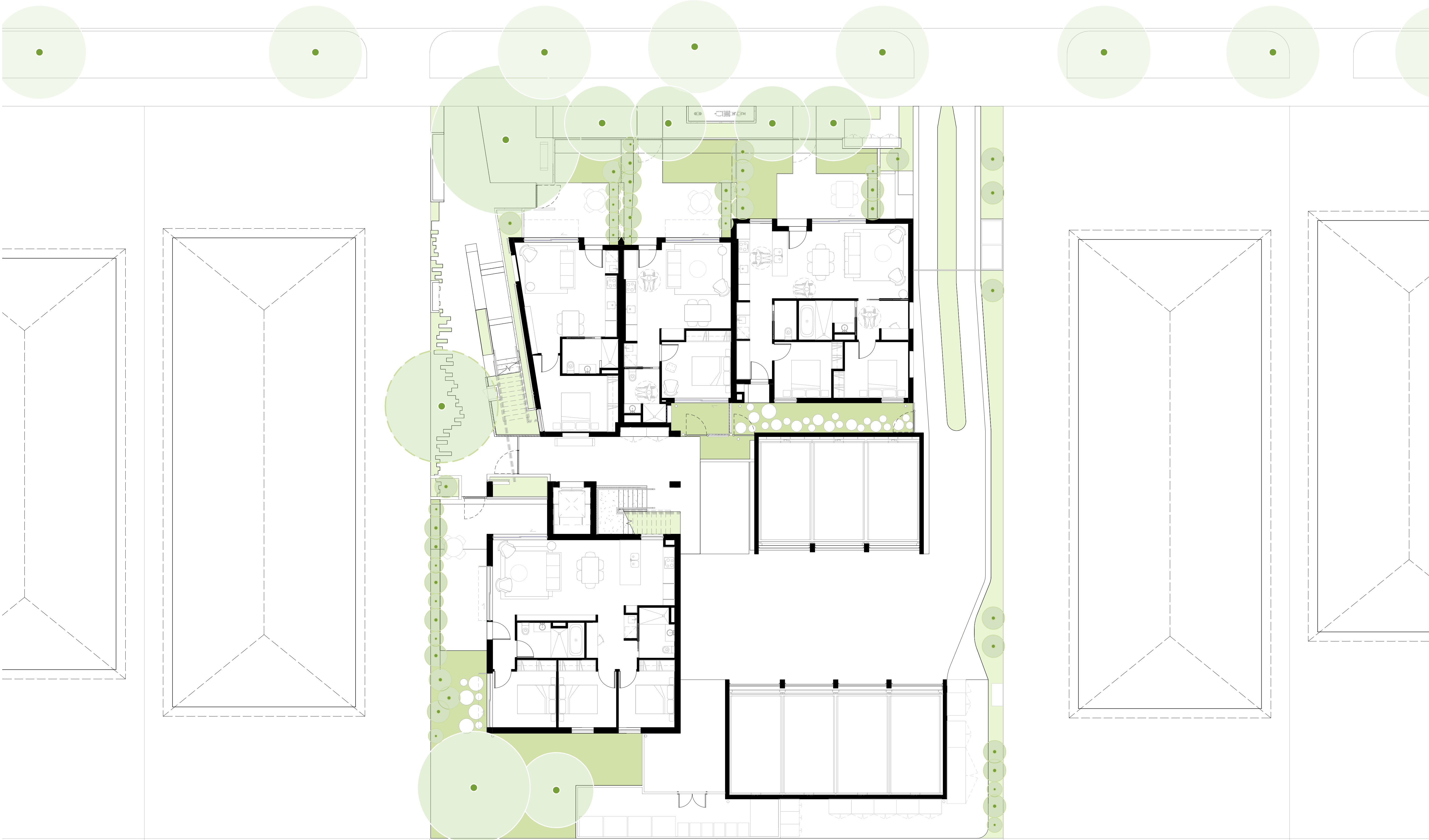


FUTURE HOMES

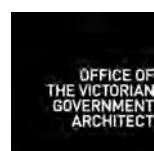
Project
Future Homes Exemplar Project
Client
Victorian Government

Drawing Name
Terms of Use
Date
31/08/2022
Status
For Information

Drawing Number
Scale
Revision
P1



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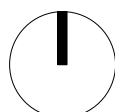


FUTURE HOMES

Project
Future Homes
Client
Victorian Government
Exemplar
Exemplar Plan A – North / South at Grade

Drawing
Overall Ground Floor Plan
Date
31/08/2022
Status
Design Development

Drawing No.
A852
Scale: @ A1
1 : 100
Revision
P1



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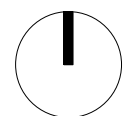


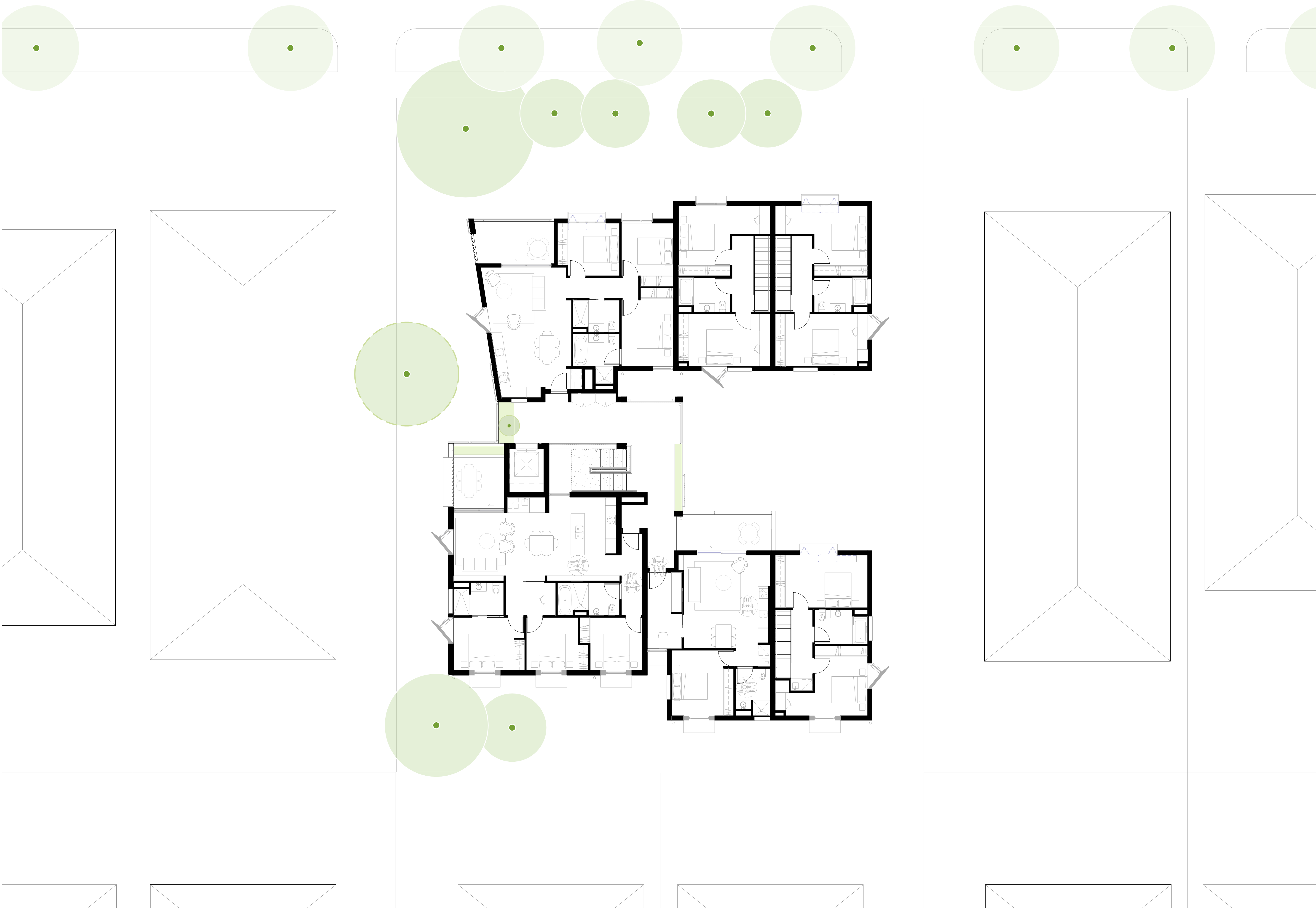
FUTURE HOMES

Project
Future Homes
Client
Victorian Government
Exemplar
Exemplar Plan A – North / South at Grade

Drawing
Overall First Floor Plan
Date
31/08/2022
Status
Design Development

Drawing No.
A853
Scale: @ A1
1 : 100
Revision
P1





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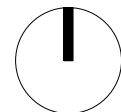


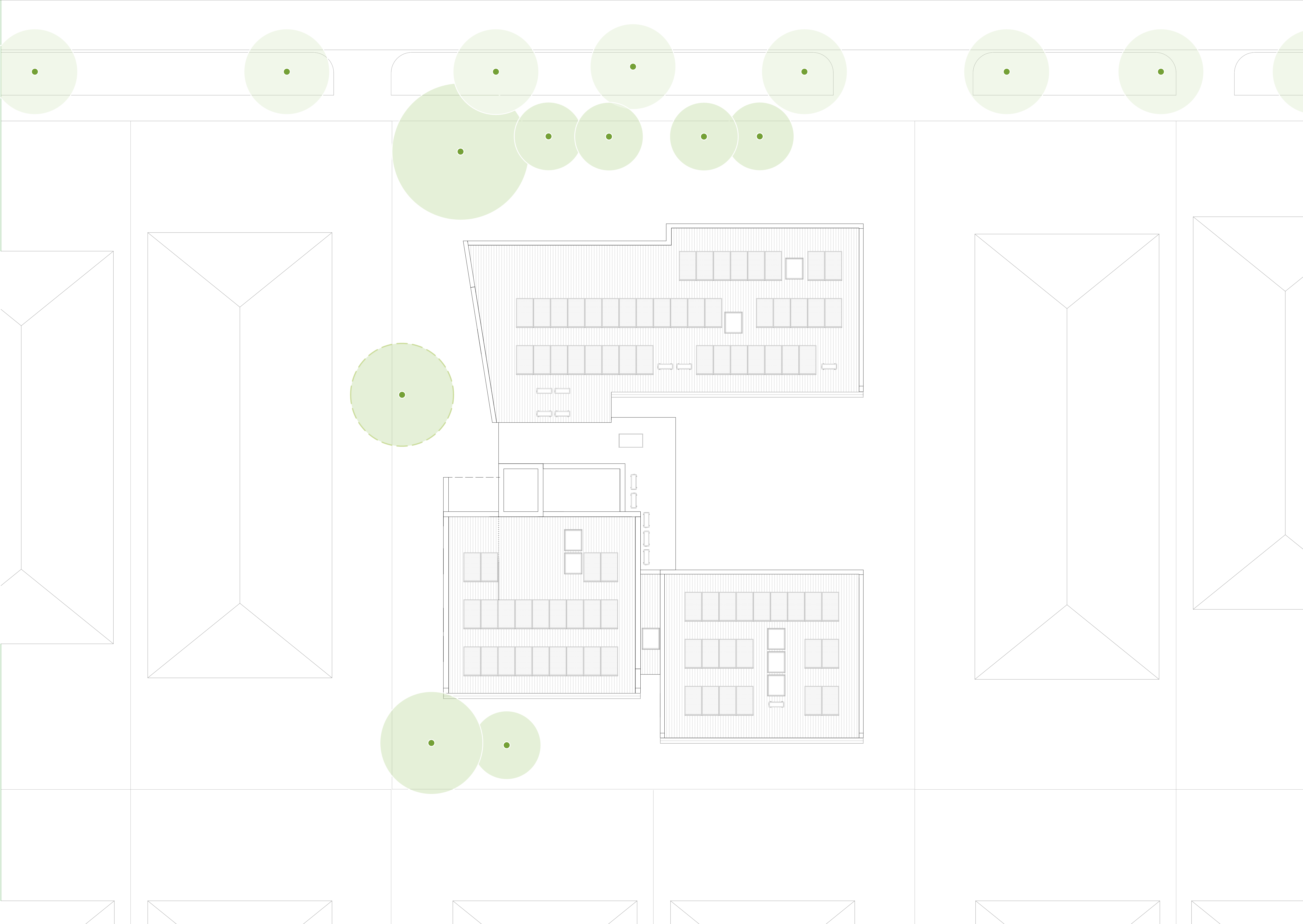
FUTURE HOMES

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Future Homes
Client
Victorian Government
Exemplar
Exemplar Plan A - North / South at Grade

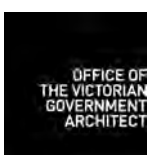
Drawing
Overall Second Floor Plan
Date
31/08/2022
Status
Design Development

Drawing No.
A854
Scale: @ A1
1 : 100
Revision
P1





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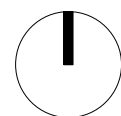


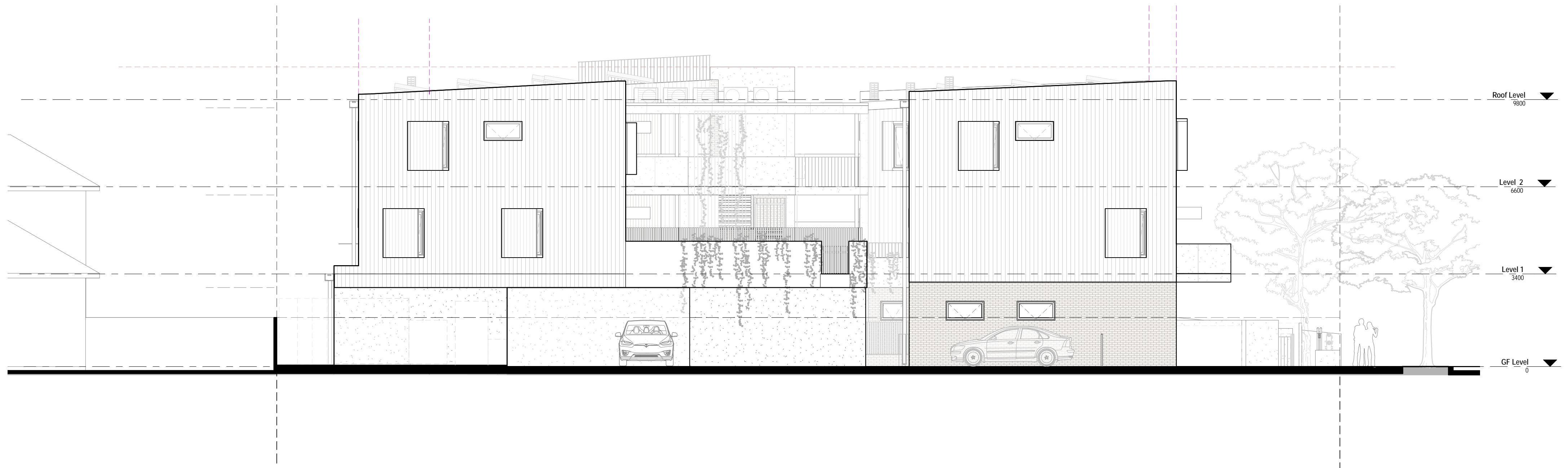
FUTURE HOMES

Project
Future Homes
Client
Victorian Government
Exemplar
Exemplar Plan A - North / South at Grade

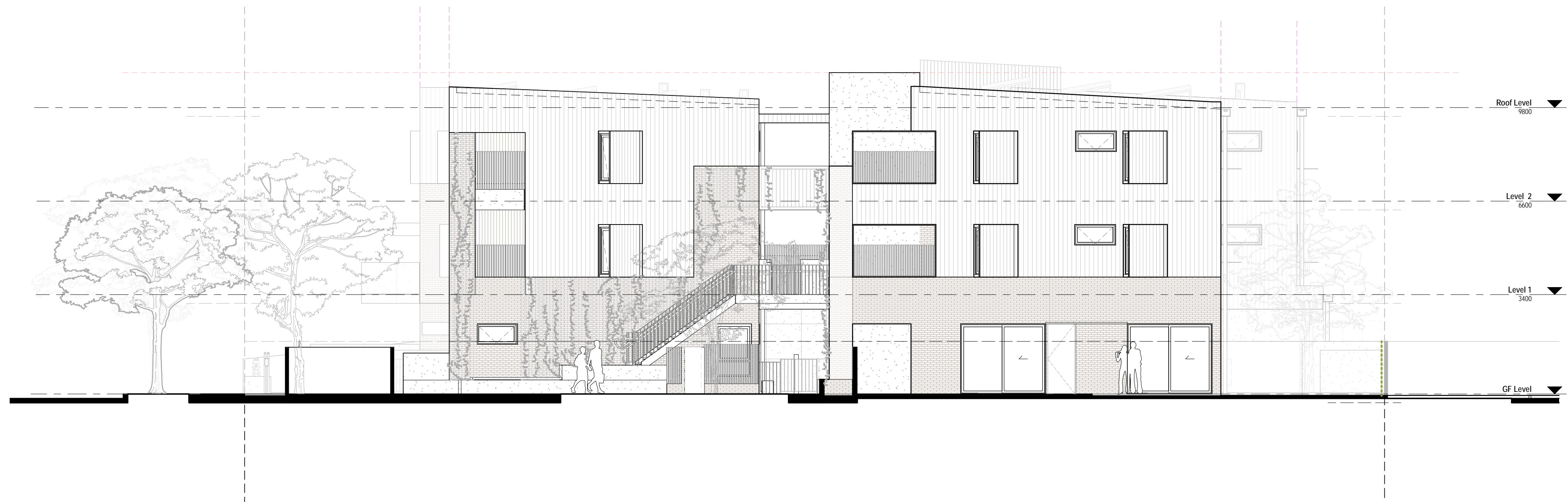
Drawing
Overall Roof Plan
Date
31/08/2022
Status
Design Development

Drawing No.
A855
Scale: @ A1
1 : 100
Revision
P1





1 East Elevation
1 : 100



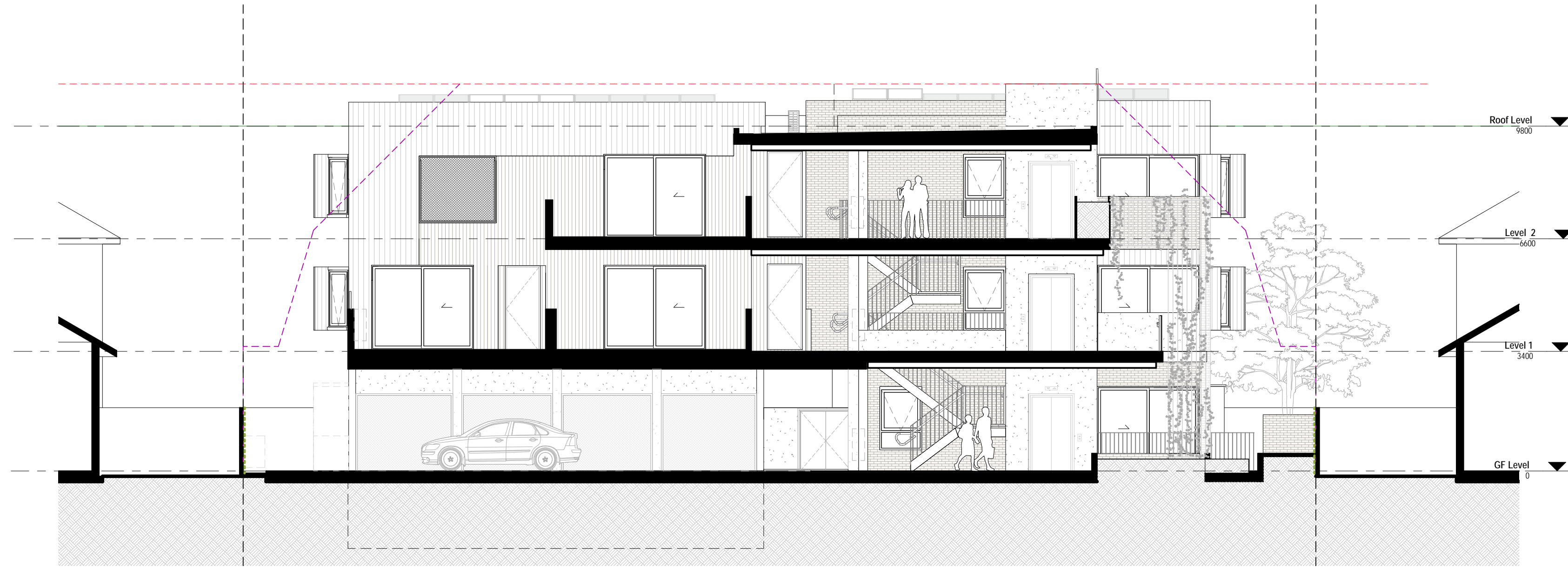
2 West Elevation
1 : 100



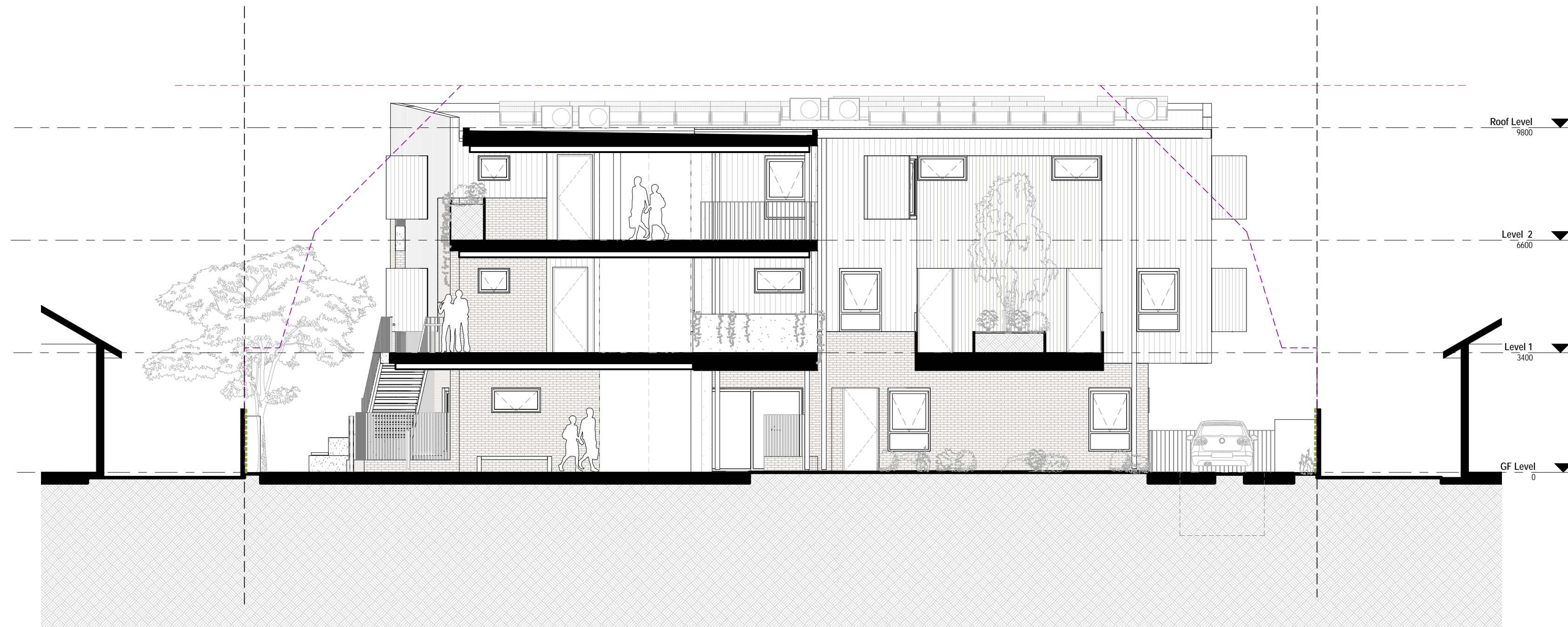
1 North Elevation
1 : 100



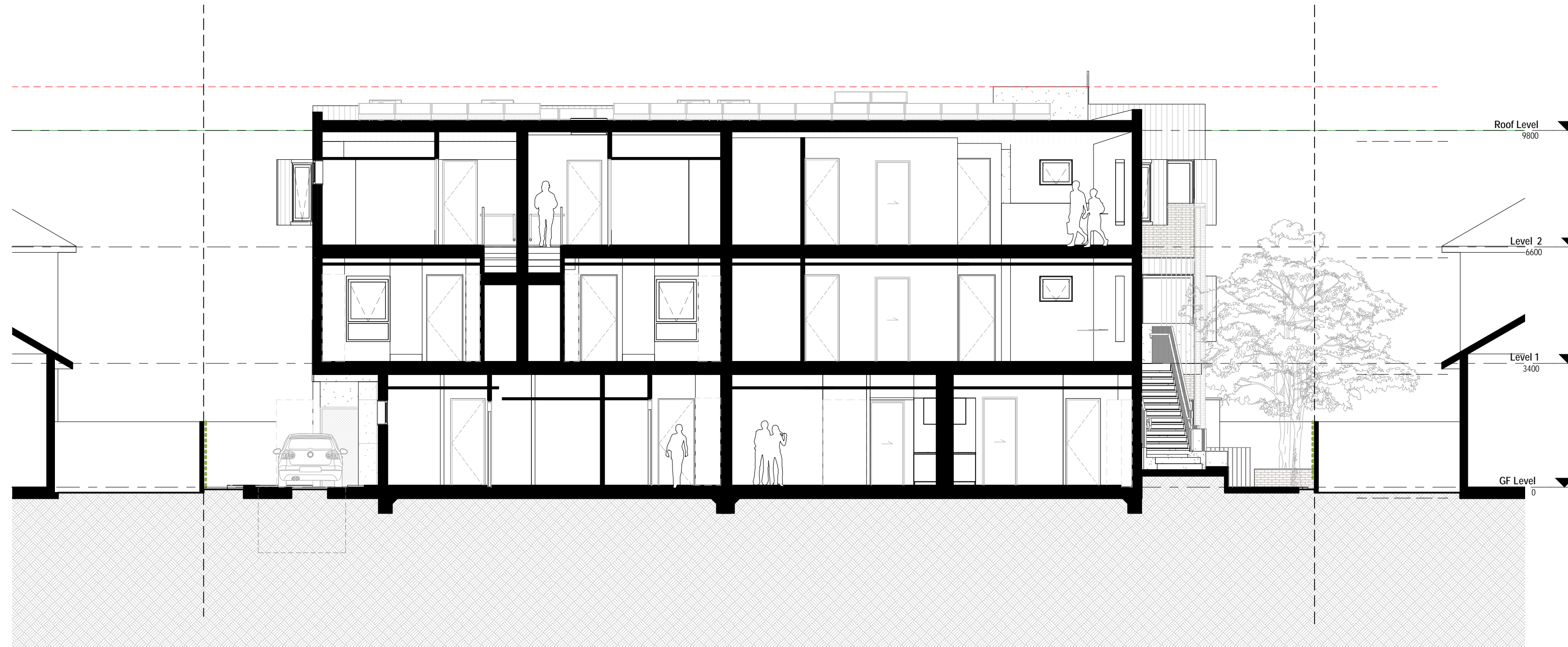
2 South Elevation
1 : 100



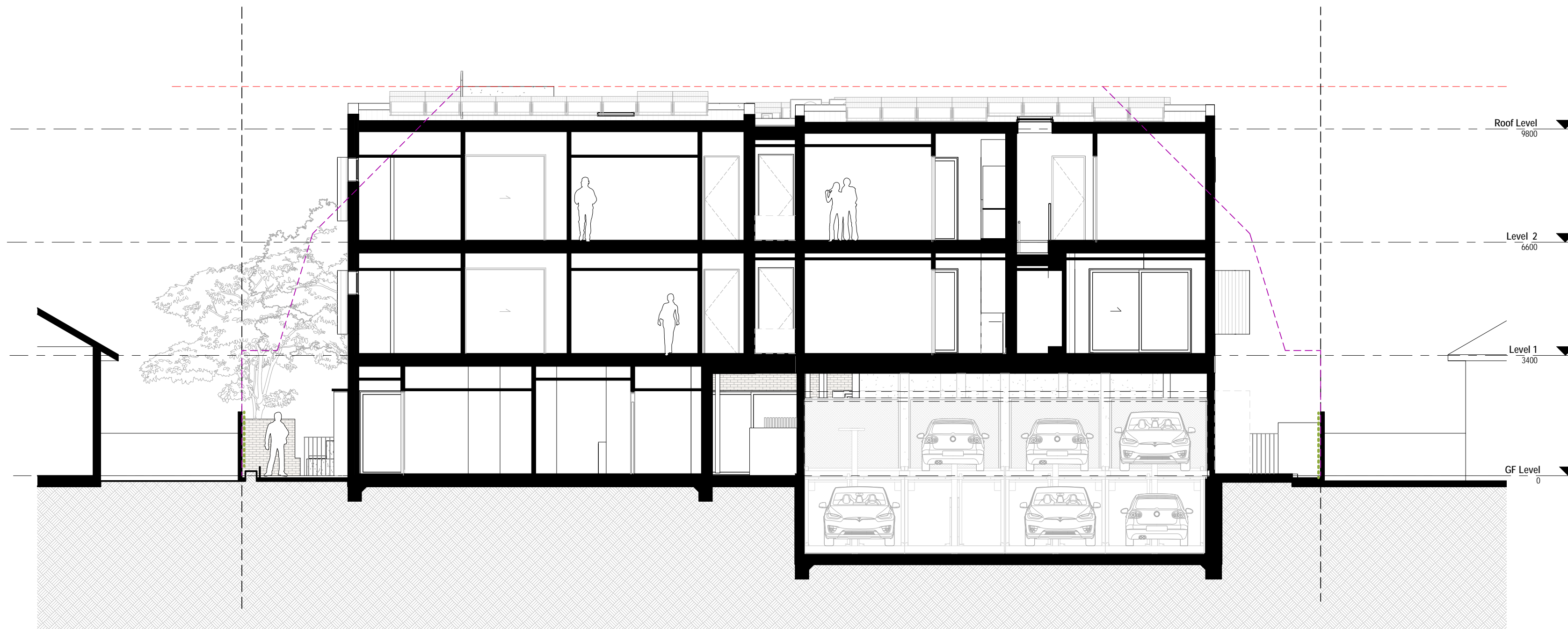
1 Int. North Elevation
1 : 100



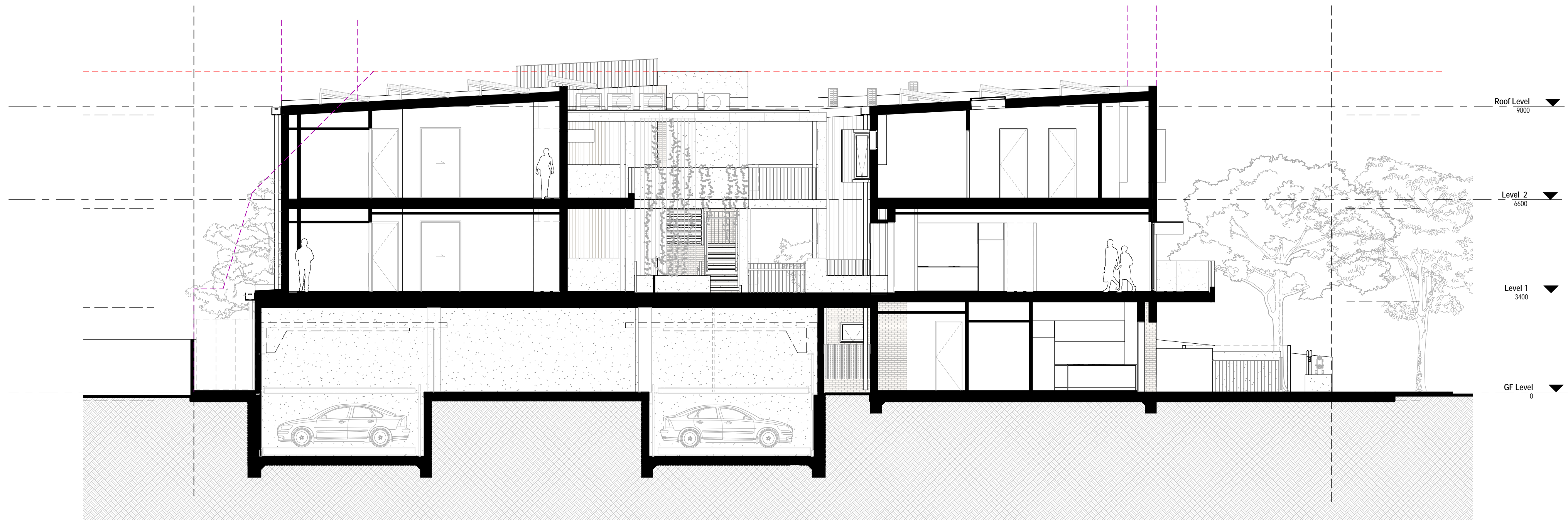
2 Int. South Elevation
1 : 100



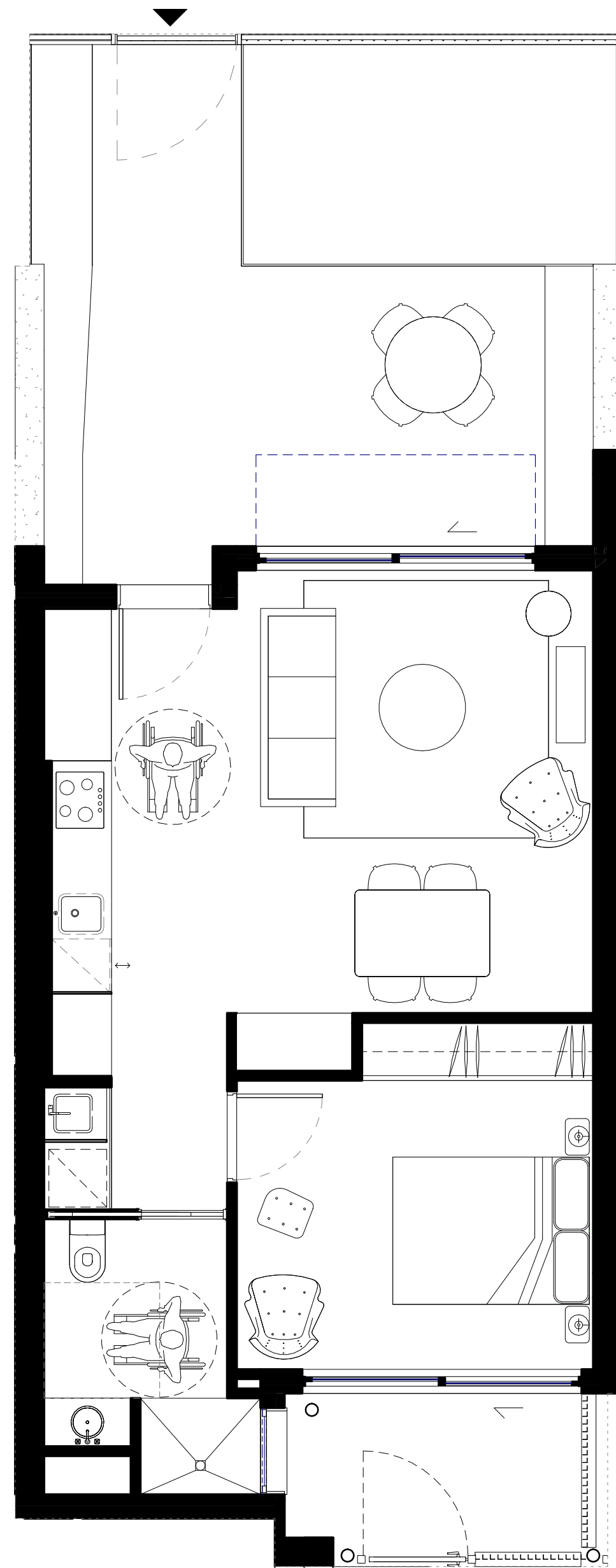
1 Cross Section 2
1 : 100



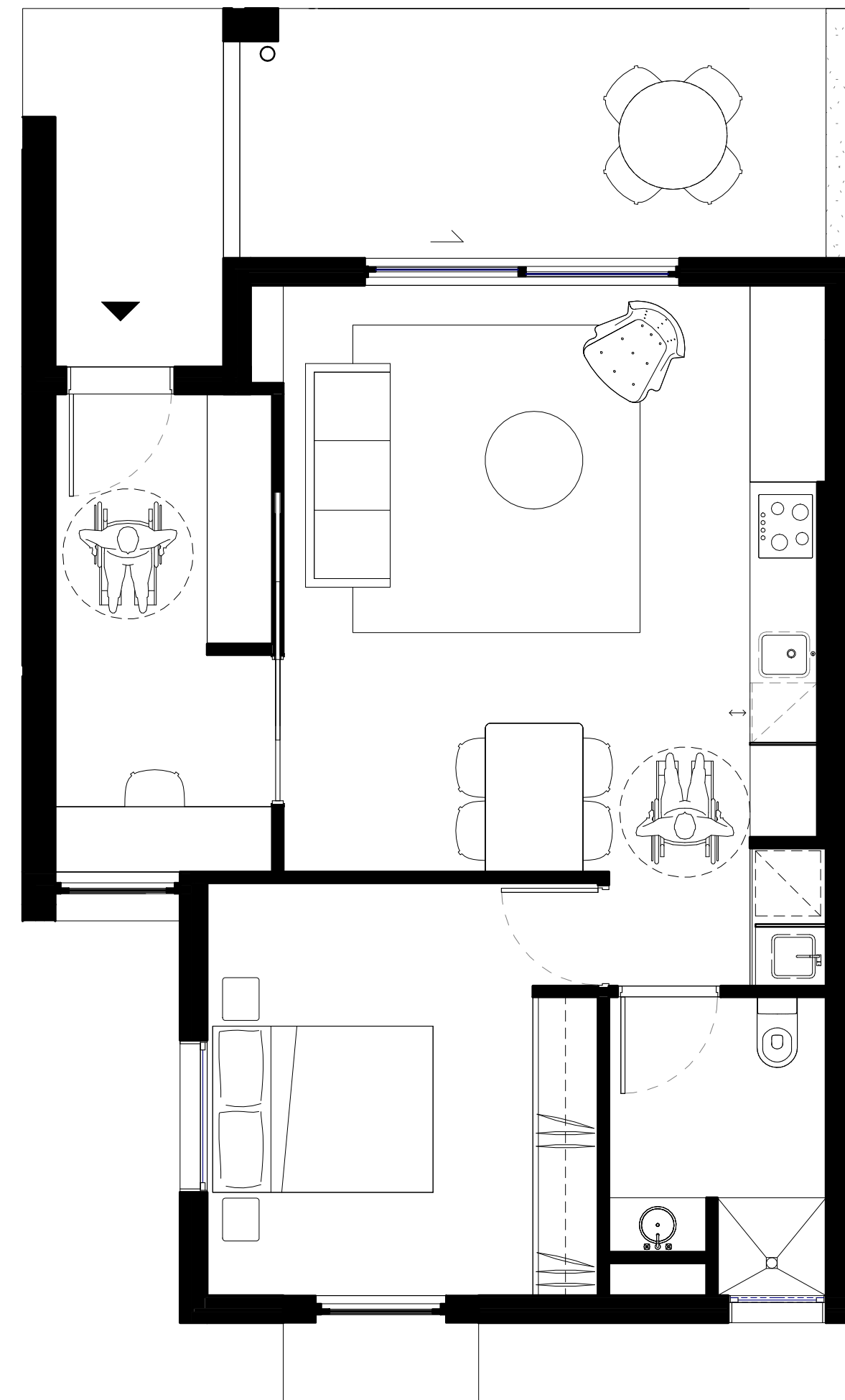
2 Cross Section 2
1 : 100



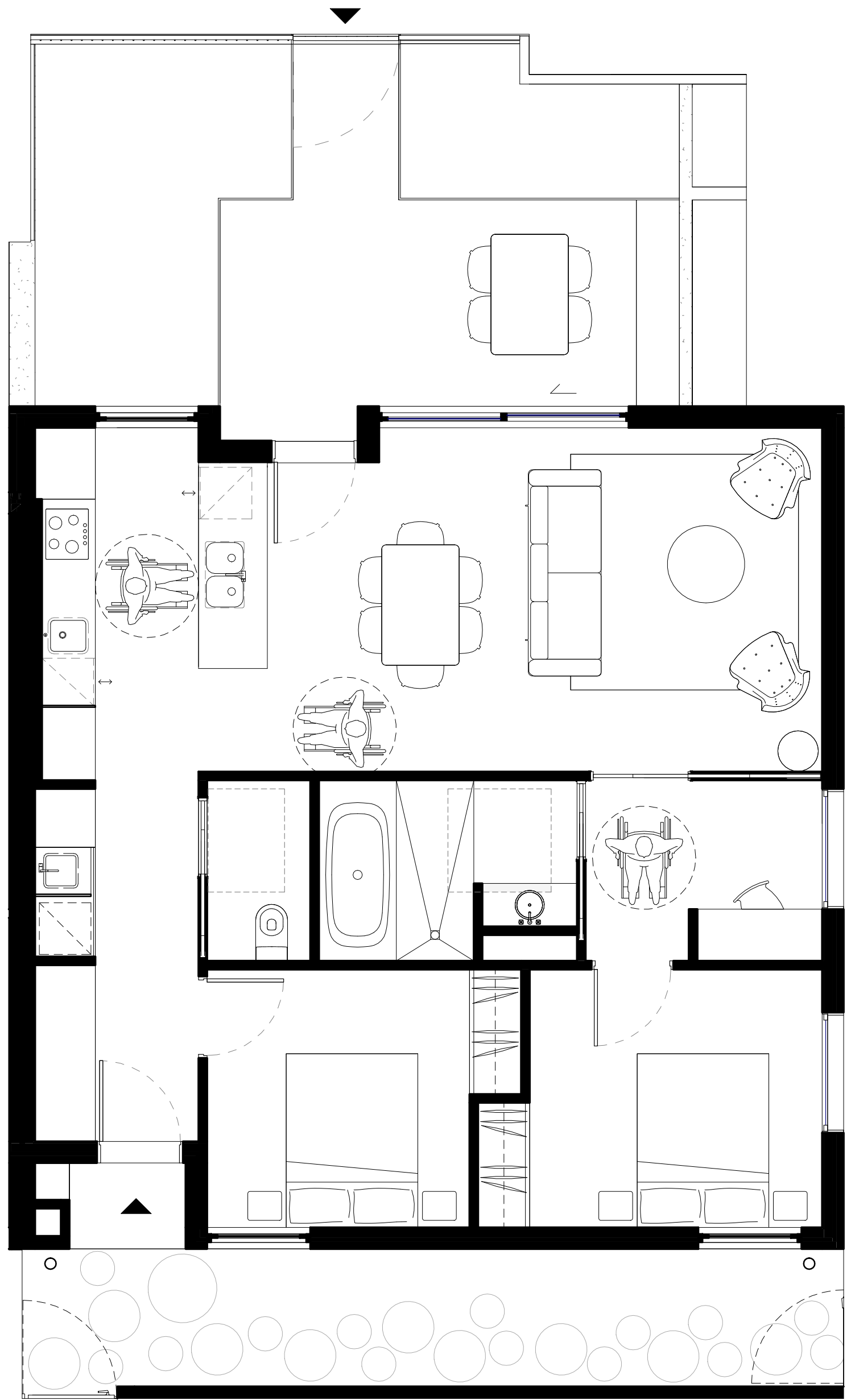
1 Long Section
1 : 100



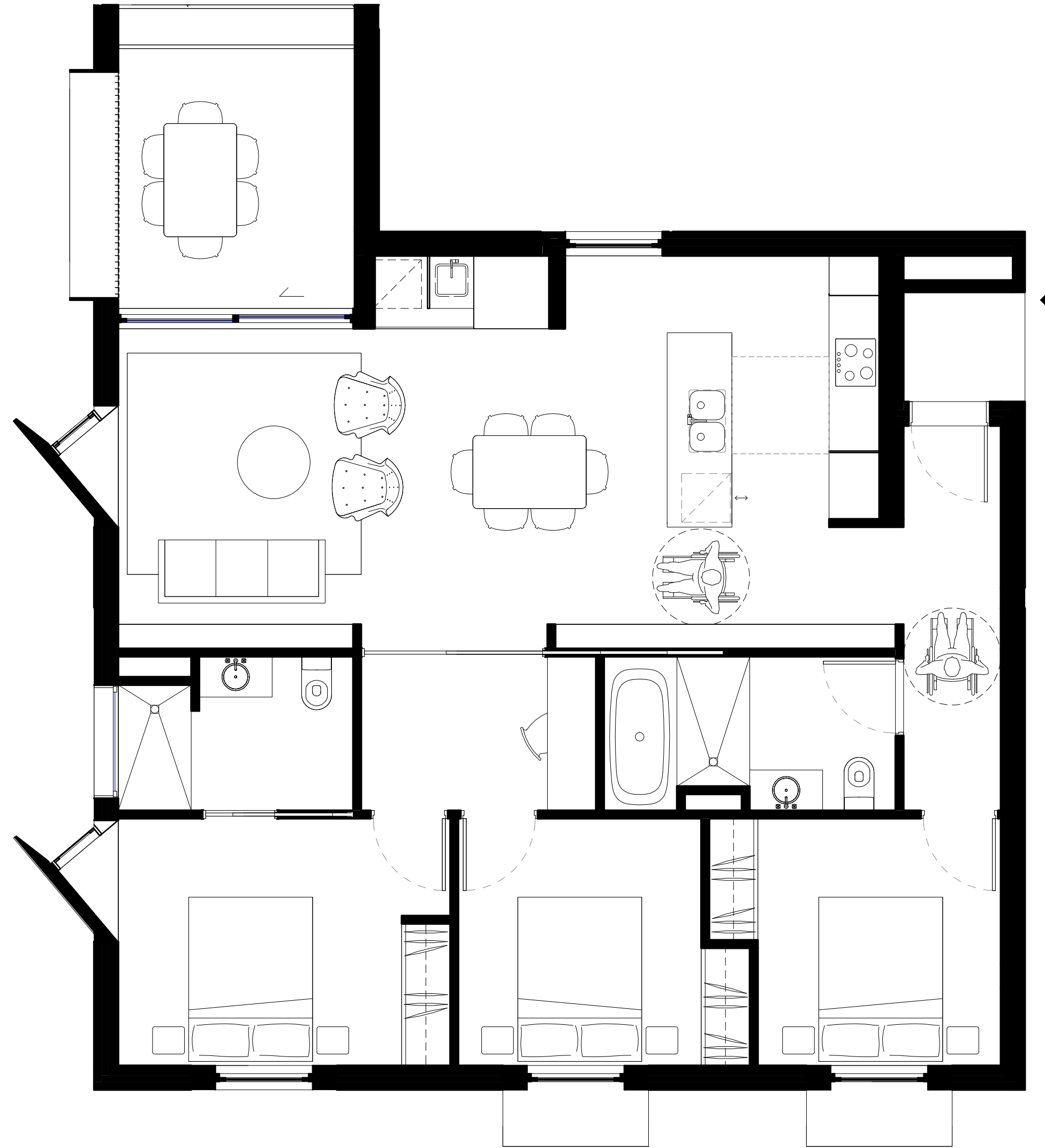
1 Type 1 - 1Bx1b
1 : 50



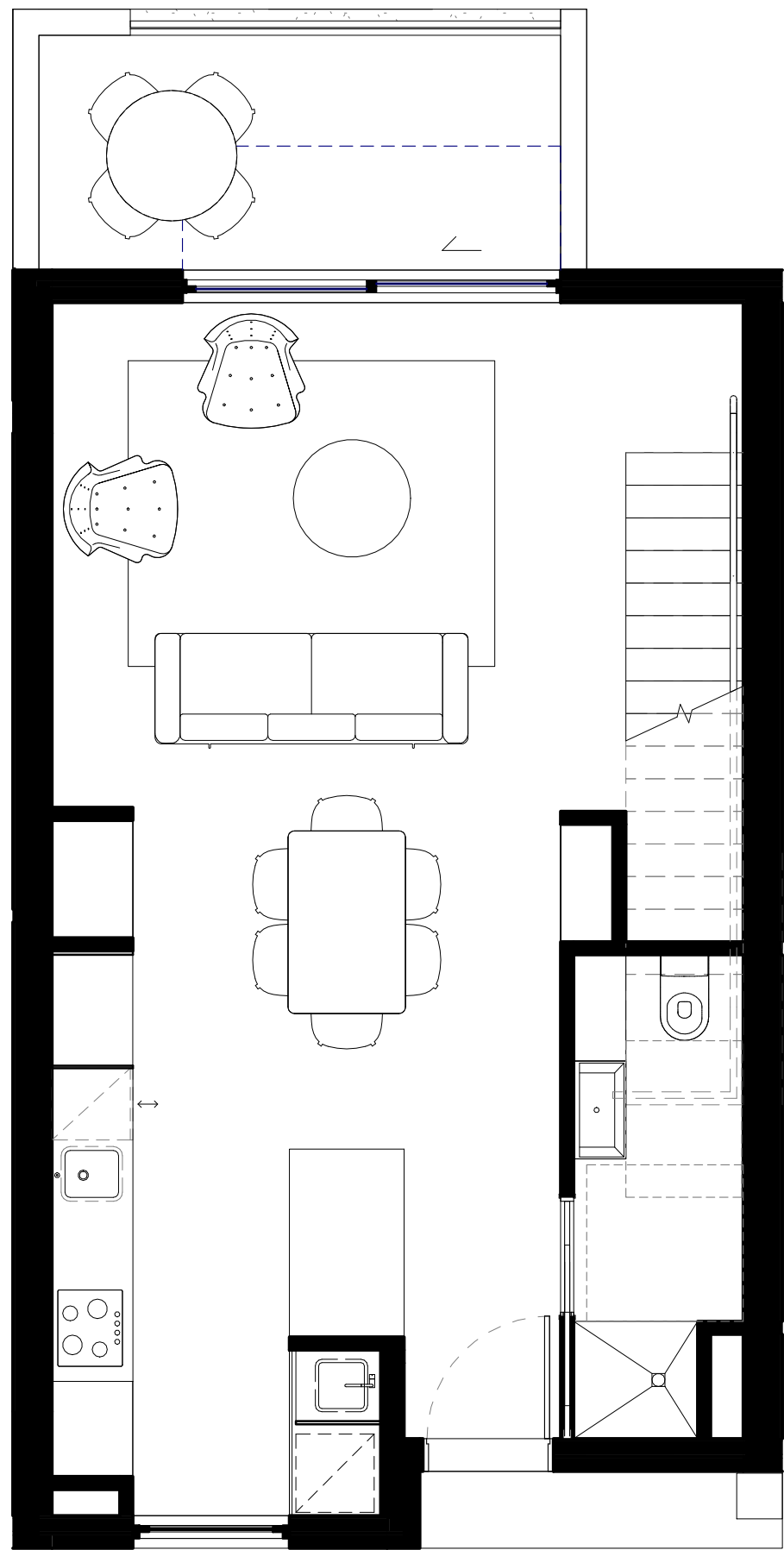
2 Type 1- 1Bx1b_op2 Copy 1
1 : 50



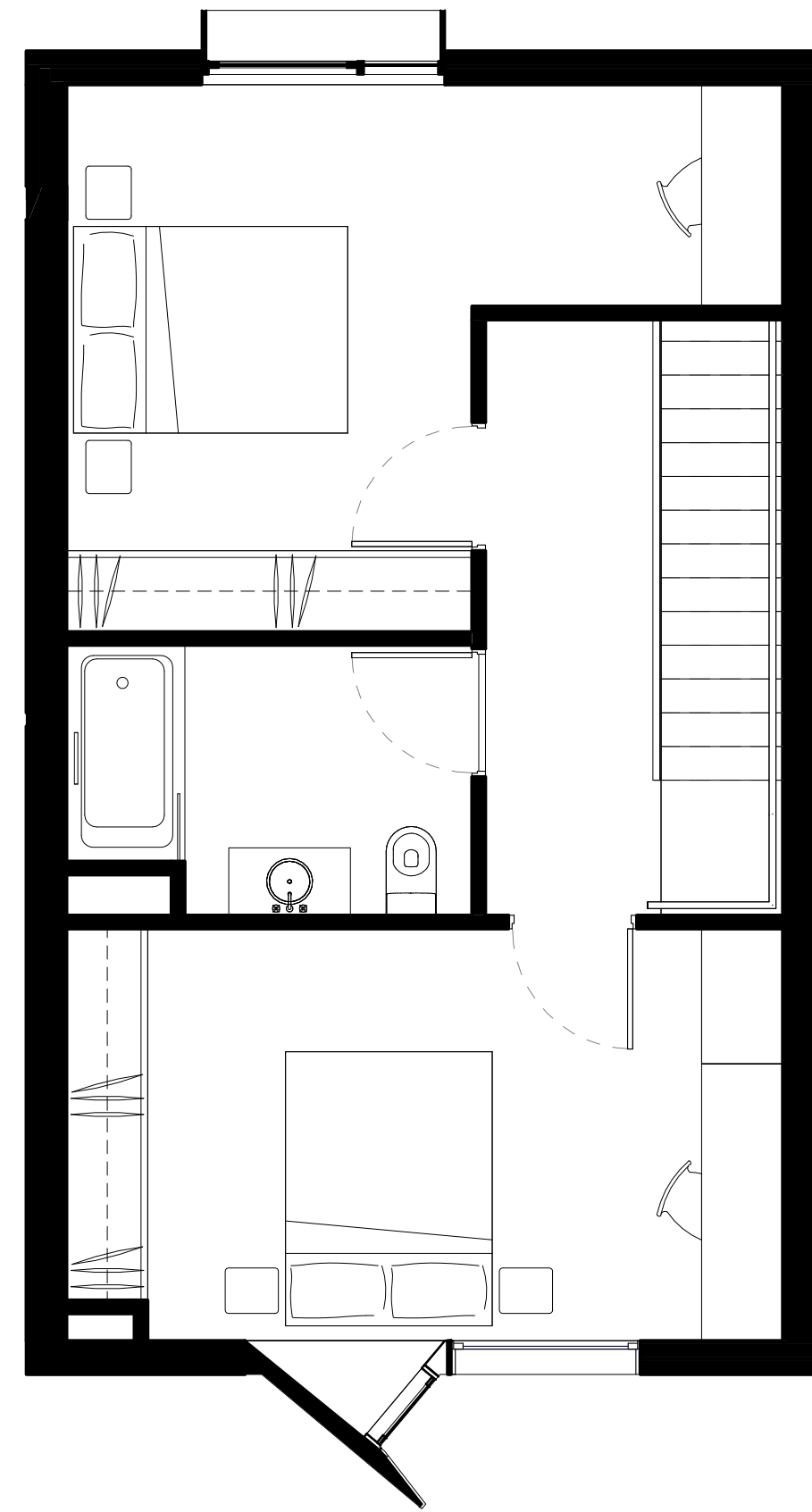
1 Type 2 - 2Bx1b
1 : 50



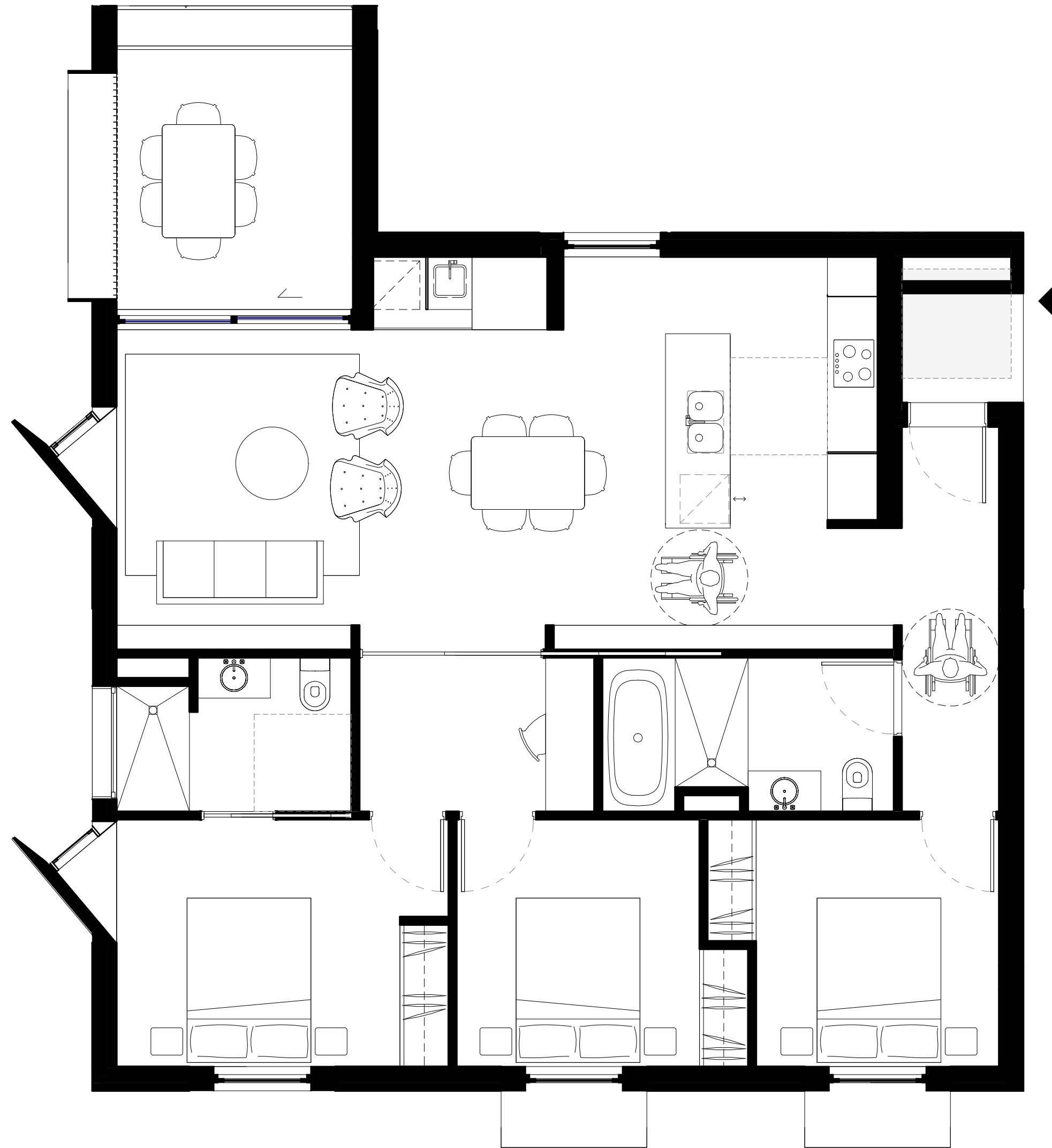
1 Type 3 - 3Bx2b
1 : 50



1 Type 4 - TH L1
1 : 50



2 Type 4 - TH L2
1 : 50



1 Unit 1.6 - Exemplar Version
1 : 50



2 Unit 1.6 Adaptation
1 : 50



North West Streetview



Courtyard View



North West Streetview including Trees

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FUTURE HOMES

Project
Future Homes
Client
Victorian Government
Exemplar
Exemplar Plan A – North / South at Grade

Drawing
External 3D Views
Date
31/08/2022
Status
Design Development

Drawing No.
A850a
Scale: @ A1
Revision
P1



Streetview



Courtyard View



Threshold Garden View

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Drawing
External 3D Views

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Design Development

Drawing No.
A850b

Scale: @ A1

Revision
P1



Interior View 01



Interior View 02

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FUTURE HOMES

Project
Future Homes
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Victorian Government
Exemplar
Exemplar Plan A – North / South at Grade

Drawing
Indicative Interior 3D views
Date
31/08/2022
Status
Design Development

Drawing No.
A851
Scale: @ A1
Revision
P1