

SPIRAL ARCHITECTS LAB

Future Homes Exemplar Plan D

Spiral Architects Lab

North / South with basement - Design Intent Plans

DRAWING LIST		
A852	Basement Plan	1 to 100 at A1
A853	Ground Floor Plan	1 to 100 at A1
A854	First Floor Plan	1 to 100 at A1
A855	Second Floor Plan	1 to 100 at A1
A856	Roof Plan	1 to 100 at A1
A857	Apartment Type 1	1 to 50 at A1
A858	Apartment Type 2	1 to 50 at A1
A859	Apartment Type 3	1 to 50 at A1
A860	Apartment Type 4	1 to 50 at A1
A861	Apartment Type 5	1 to 50 at A1
A862	Apartment Type 6	1 to 50 at A1
A863	Elevation 1	1 to 100 at A1
A864	Elevation 2	1 to 100 at A1
A865	Elevation 3	1 to 100 at A1
A866	Elevation 4	1 to 100 at A1
A867	Elevation 5	1 to 100 at A1
A868	Section 1	1 to 100 at A1
A850	External 3D Views	-
A851	Internal 3D Views	-

DEVELOPMENT SUMMARY			
North/South with Basement			
Number of Apartments	17		
Apartment Mix			
l Bed 1 Bath	6		
2 Bed 1 Bath	8		
2 Bed 2 Bath	1		
3 Bed 1.5 Bath	2		
Total NSA (m2)	1397.5		
Total GFA (m2)	1752		
Site Coverage	58%		
Bicycle Spaces	21		
Carparking Spaces	17		





For Information

-2-

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 Exemplai
- (e) The Licensee may provide a reasonable number of copies to its consultants and professional advisers for such purpose.

2. The Guidance Documents

- (a) The Guidance Documents set out the principles for use and adaptation of the Exemplar Plans. (b) 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
- (i) determining together with the Design Intent Plans whether the Licensee wishes to acquire a licence to use the Exemplar Plans; and
- use in conjunction with the Exemplar Plans (if the Licensee obtains a licence to use the Exemplar Plans by payment of the Licence Fee) and solely for obtaining the Purpose.
- (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

-1-

(a) Subject to payment of the Licence Fee and to these erms of Use, the Licensor hereby grants to the icensee a non-exclusive, royalty bearing, revocable limited licence to reproduce and adapt the Exemplar Plans solely for and limited to the

(b) The use rights licensed under sub-clause 3(b) are limited as follows:

- 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 longe period as the Licensor may in its discretion approve in writing);
- the Licensee may make only so many copies of the Exemplar Plans as are reasonably required for the Purpose;
- 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
- (iv) the Licensee may sublicense such rights to its builders and other consultants but only to the extent necessary for the obtaining
- (c) Subject to sub-clause 3(e), the State retains ppyright 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.
- (d) The Licensee must not assign or licence for reward any right comprised in copyright in the Design Intent Plans, Guidance Documents, Exemplar Plans or any adaptation of the Exemplar Plans.

(e) The Licensee shall be the owner of the copyright in any adaptation of the Exemplar Plans constituting an original work and created by or on behalf of the Licensee, provided however that:

- (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
- (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)

(f) The Licensee must ensure that all adaptations of

the Exemplar Plans bear a statement in the following

"adapted from plans licensed by the State of Victoria, all rights in the original plans are reserved. The State of Victoria does not endorse or warrant these plans as adapted. The original terms of licence are available

www.planning.vic.gov.au/policy-andstrateay/futurehomes".

- (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).
- 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.

) 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. 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.

a) The Licensee must nominate a Site within the State of Victoria for use of the Plans.

The Exemplar Plans may only be used for

building at the Site. 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

. Licensor warranties

OFFICIAL

- (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
- (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.

(d) The Licensee must not institute or defend any legal proceedings in relation to the Exemplar Plans (or any other document licensed under these Terms of Use) without the prior written consent of the Licensor.

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) is endorsed by the relevant Determining Referral Authority.
- (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.

implied, that a streamlined planning process

(d) The Licensor gives no warranty, express or

will be adopted in any particular planning schemes. (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 function and duties and the Department does not enter into these

Terms of Use in the course of carrying out any function o

7. Acknowledgements & Disclaimers (a) The Design Intent Plans, Guidance Documents, Exemplar Plans are provided on an as is basis

duty under the PEA.

- 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 fo 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 constructions 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

- 3 -

and other factors. f) The Licensor is not an architect within the neaning of the Architects Act 1991 (Vic) and does not claim or hold itself as offering the services of an

g) No communication or representation (in any form) made by or on behalf of the Licensor, its employees and agents whether in respect of Exempla 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 nake its own enquiries in relation to and obtain all necessary permits and approvals for any building levelopment proposal based upon the Exempla

(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

(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

(a) The Licensee warrants to the Licensor as follows (i) the Licensee has taken professional advice and has determined without reliance on any representation by the Licensor that the Exemplar Plans and Guidance Documents are suitable for the purposes of the Licensee; (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 9. Limitation of liability

- (a) The Licensor gives no warranty express or implied that the Design Intent Plans, Guidance Documents or Exemplar Plans are fit for the purposes of the Licensee.
- (b) The Licensee uses the Design Intent Plans, Guidance Documents and Exemplar Plans and any associated material solely on its own risk. (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 Licenson warranties set out in these Terms of Use.

(d) This clause 9 (Limitation of liability) survives termination of these Terms of Use.

- (a) These Terms of Use and the licences granted hereunder are personal to the Licensee and may not be assigned, encumbered or otherwise dealt with by the Licensee.
- (b) These Terms of Use constitute the entire agreement between the Licensor and the Licensee with respect to their subject matter and supersede all previous communications, representations, inducements undertakings
- agreements or arrangements whatsoever. (c) Any waiver by the Licensor must be in writing and shall be effective only to the extent expressly set out in such waiver.

(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.

(f) The Licensor may terminate the licences

Licensee fails to perform any of its obligations

under or otherwise breaches a provision of

these Terms of Use and that failure or breach is

given a written notice by the Licensor requiring the

Licensee granted under these Terms of Use

shall terminate and the Licensee shall forthwith

material in the Licensee's possession custody or

cease to make any use of the Exemplar Plans

and Guidance Documents and upon demand

deliver up to the Licensor all copies of such

n) These Terms of Use may be executed in

counterparts. All executed counterparts are taken to

(i) These Terms of Use may be executed in any way

(ii) the Electronic Transactions (Victoria) Act 2000

(i) headings shall not affect interpretation;

(ii) a reference to the specific does not limit

reference to a natural person, company,

Contributors means the persons who

Plans and Guidance Documents;

Design Intent Plans means the

contributed to the development of the

conceptual drawings setting out basic

published by the Licensor through the

details of the Exemplar Plans and

(iii) a reference to a person includes a

partnership and joint venture.

The following terms have the following

(i) in the case of a corporation, the Corporations Act

(g) In the event of termination all rights of the

incapable of remedy, or if capable of remedy,

continues for 14 days after the Licensee is

breach to be remedied.

constitute one document.

11. Definitions and Interpretation

(a) In these Terms of Use:

the general;

meanings:

granted under these Terms of Use if the

writing signed by both the parties.

e) These Terms of Use may not be varied except in

Planning ABN 90 719 052 204: **Determining Referral Authority has** the meaning given to that term by the

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

Department means the Department of

invironment, Land, Water, and

Licensor to the Licensee subject to

(vi) Future Homes Project means the project conducted by the Licensor for the production of exemplar residential apartment designs and an associated streamlined planning process;

these Terms of Use:

(vii) Guidance Documents means the principle and adaptation guidance documents for the Exemplar Plans published by the Licensor from time to time and further described in the

and other proprietary rights in respect of trademarks, patents, circuit layouts, copyrights, confidential information and all other intellectua property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organization of July 1967, as amended

(viii) Intellectual Property Rights means statutor

(ix) Licence Fee means the licence fee set out in the Schedule;

(x) Licensee means the person identified in the schedule:

(xi) Licensor means the State of Victoria through the Department;

(xii) Moral Rights Release means a release by the author of their moral rights being the suite of rights conferred on a creator of copyright works by part IX of the Copyright Act 1968 or any analogous rights in respect of any other jurisdiction and Moral Rights

(xiii) PEA means the Planning and Environment

has a concomitant meaning;

(xiv) Purpose means the purpose of building residential apartments using the Exemplar Plans (and as may be adapted under these Terms of Use)

Site means the sire for the use of the Exemplar Plans nominated by the Licensee and identified in the chedule and must be a Site within the State of Victoria; and Victoria Planning Provisions means the Victoria lanning Provisions approved under part 1A of the PEA and as mended from time to time:

vii) Website means the website operated by or on behalf of the Licensor at URL https://www.planning.vic.gov.au/policyand-strategy/future-homes

IMPORTANT INSTRUCTIONS FOR ADAPTATION:

OFFICIAL

As required by the Terms of Use (see above), the following items must be reproduced on any adaptation of this Exemplar Design:

- 1. Legal disclaimer (see disclaimer at the bottom of this page)
- Victorian State Government logo
- Reference the Future Homes project (this can be done through the Future Homes wordmark)
- Reference to which exemplar design has been selected
- Insertion of the following statement on your adaptation plans: "adapted from plans licensed by the State of Victoria, all rights in the original plans are
- reserved. The State of Victoria does not endorse or warrant these plans as adapted. The original terms of licence are available at: https://www.planning.vic.gov.au/policy-and-

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.

OFFICIAL

OFFICIAL

at the Site;

OFFICIAL

strategy/future-homes"

/CTORIA
State



Future Homes Exemplar Project Victorian Government

Drawing Name Terms of Use 31/08/2022

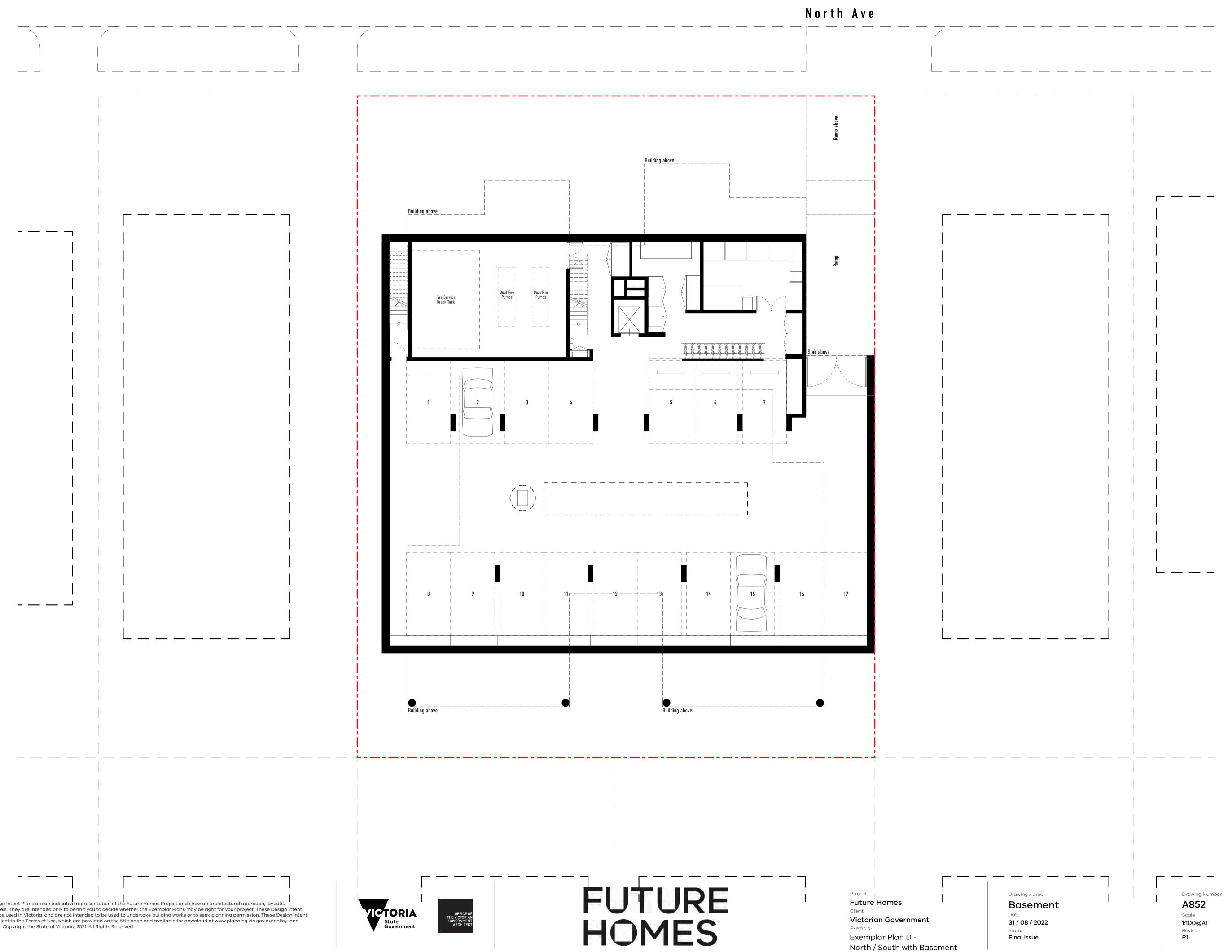
For Information

Drawing Number

Revision

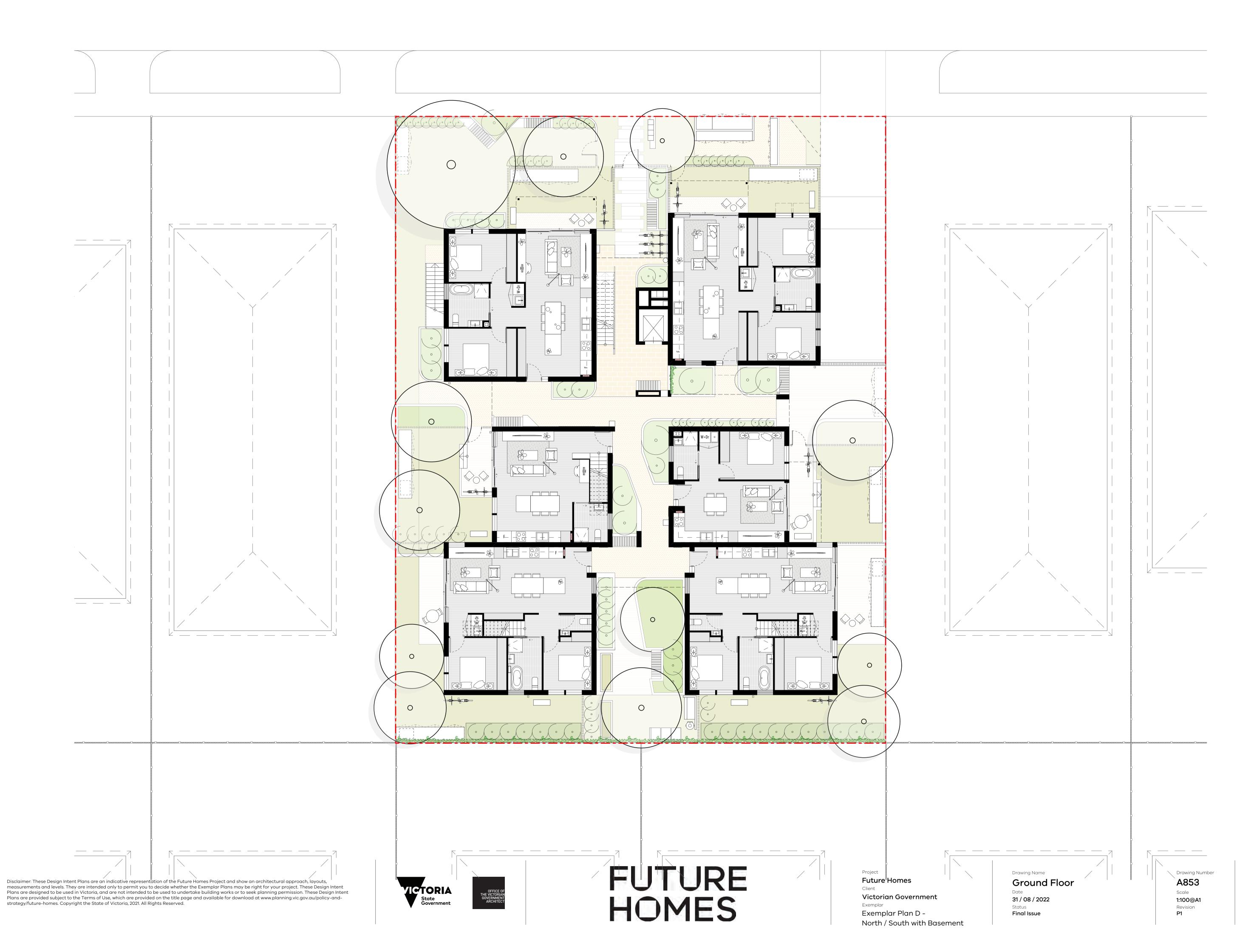
P1

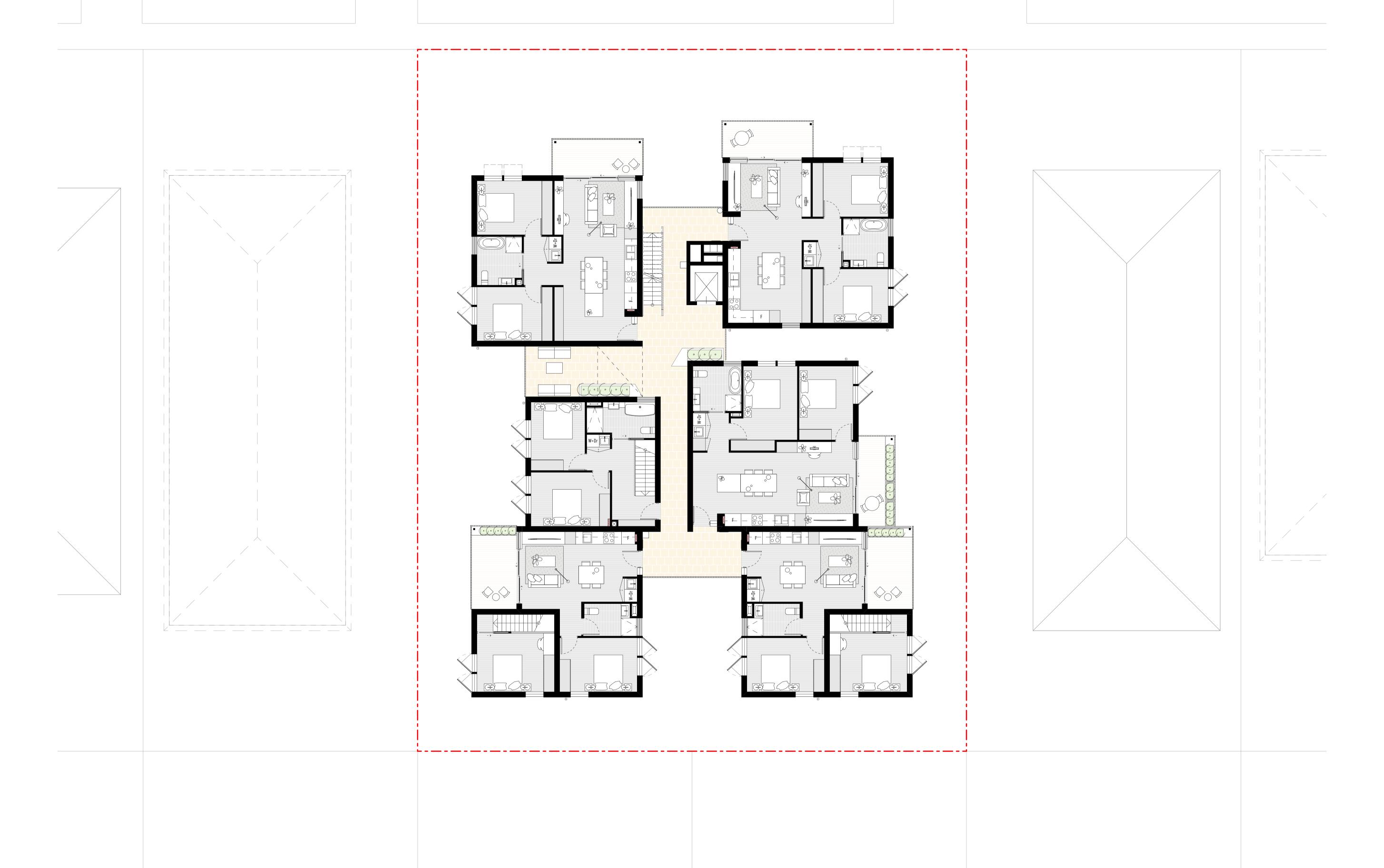
Disclaimer: These Design Intent Plans are an indicative representation of the Future Homes Project and show an architectural approach, layouts, measurements and levels. They are intended only to permit you to decide whether the Exemplar Plans may be right for your project. These Design Intent Plans are designed to be used in Victoria, and are not intended to be used to undertake building works or to seek planning permission. These Design Intent Plans are provided subject to the Terms of Use, which are provided on the title page and available for download at www.planning.vic.gov.au/policy-and-strategy/ future-homes. Copyright the State of Victoria, 2021. All rights reserved.



Disclaimer: These Design Intent Plans are an indicative representation of the Future Homes Project and show an architectural approach, layouts, measurements and levels. They are intended only to permit you to decide whether the Exemplar Plans may be right for your project. These Design Intent Plans are designed to be used in Victoria, and are not intended to be used to undertake building works or to seek planning permission. These Design Intent Plans are provided subject to the Terms of Use, which are provided on the title page and available for download at www.planning.vic.gov.au/policy-and-strategy/future-homes. Copyright the State of Victoria, 2021. All Rights Reserved.







Disclaimer: These Design Intent Plans are an indicative representation of the Future Homes Project and show an architectural approach, layouts, measurements and levels. They are intended only to permit you to decide whether the Exemplar Plans may be right for your project. These Design Intent Plans are designed to be used in Victoria, and are not intended to be used to undertake building works or to seek planning permission. These Design Intent Plans are provided subject to the Terms of Use, which are provided on the title page and available for download at www.planning.vic.gov.au/policy-and-strategy/future-homes. Copyright the State of Victoria, 2021. All Rights Reserved.



FUTURE
HOMES

Future Homes
Client

Client
Victorian Government
Exemplar
Exemplar Plan D -

North / South with Basement

First Floor Plan

Date
31 / 08 / 2022

Status
Final Issue

Drawing Number

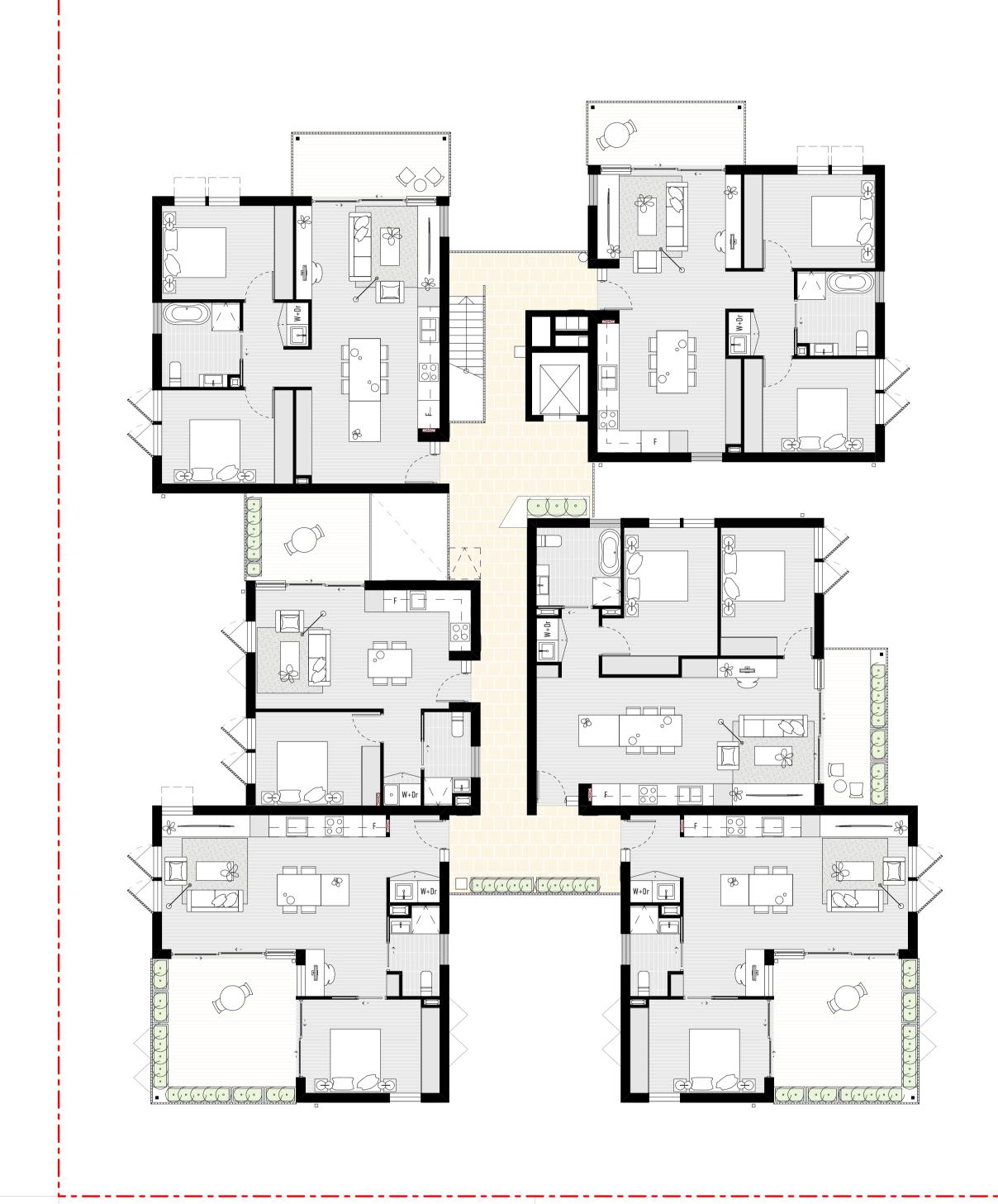
A854

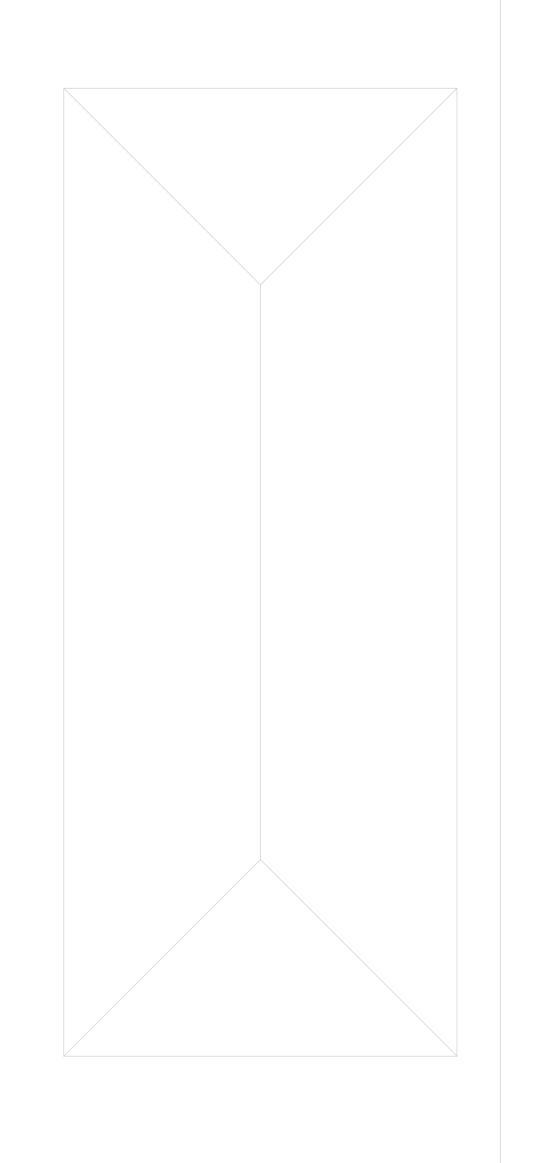
Scale

1:100@A1

Revision







Disclaimer: These Design Intent Plans are an indicative representation of the Future Homes Project and show an architectural approach, layouts, measurements and levels. They are intended only to permit you to decide whether the Exemplar Plans may be right for your project. These Design Intent Plans are designed to be used in Victoria, and are not intended to be used to undertake building works or to seek planning permission. These Design Intent Plans are provided subject to the Terms of Use, which are provided on the title page and available for download at www.planning.vic.gov.au/policy-and-strategy/future-homes. Copyright the State of Victoria, 2021. All Rights Reserved.



FUTURE
HOMES

Future Homes

Victorian Government Exemplar Plan D -

North / South with Basement

Drawing Name Second Floor Plan 31 / 08 / 2022 Final Issue

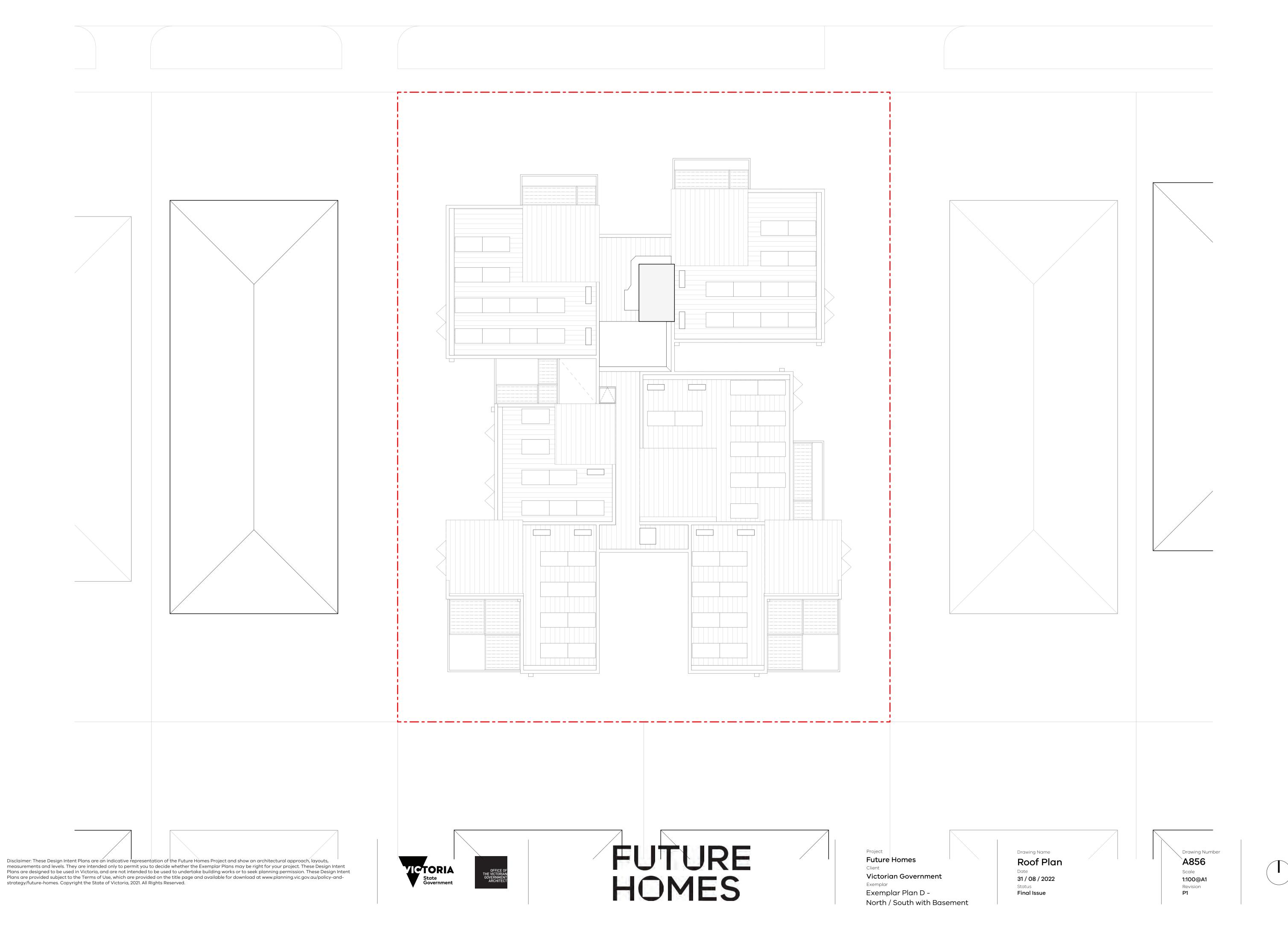
Drawing Number

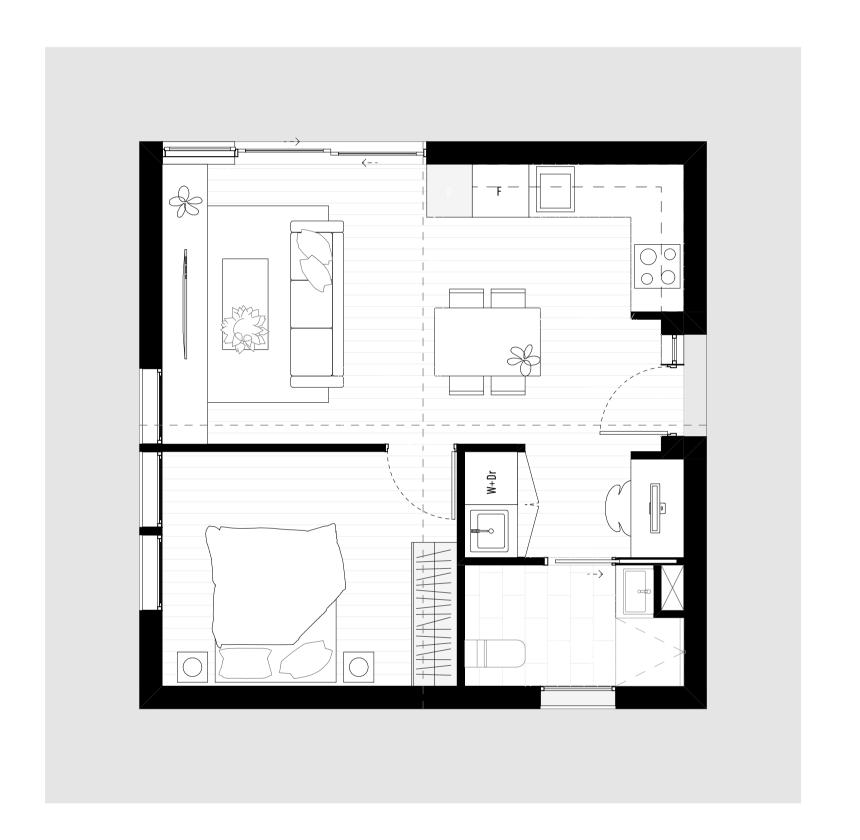
A855

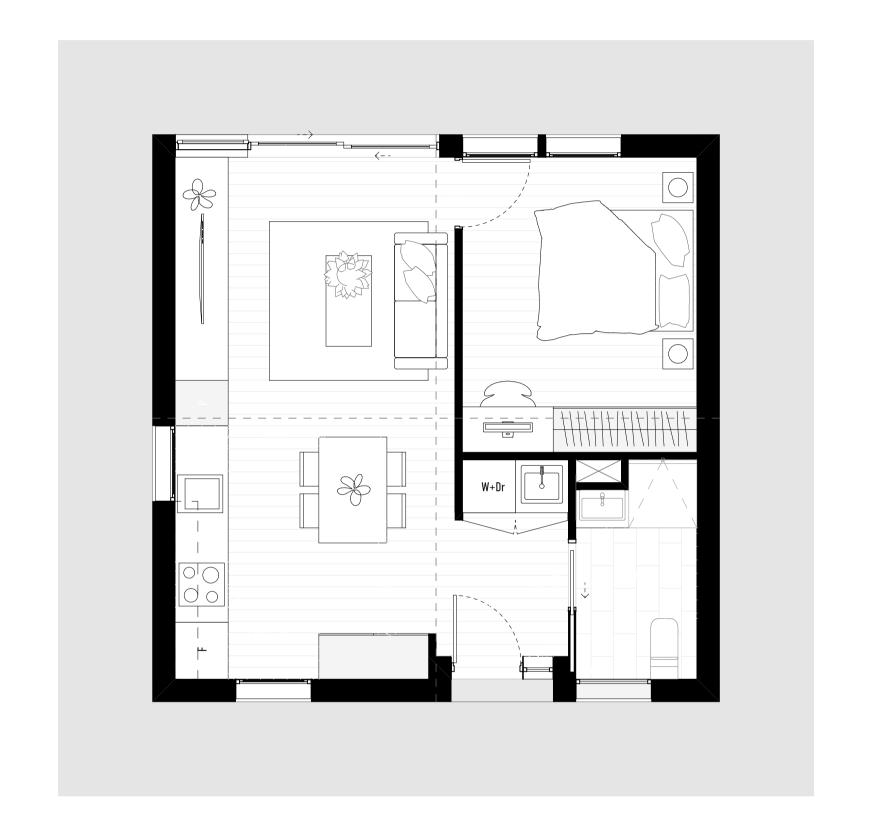
1:100@A1 Revision

Scale









7.5 x 7.5 Module (4 Atoms)1 Bedroom + 1 Bathroom









Apartment Type 1
Date
31 / 08 / 2022
Status
Final Issue

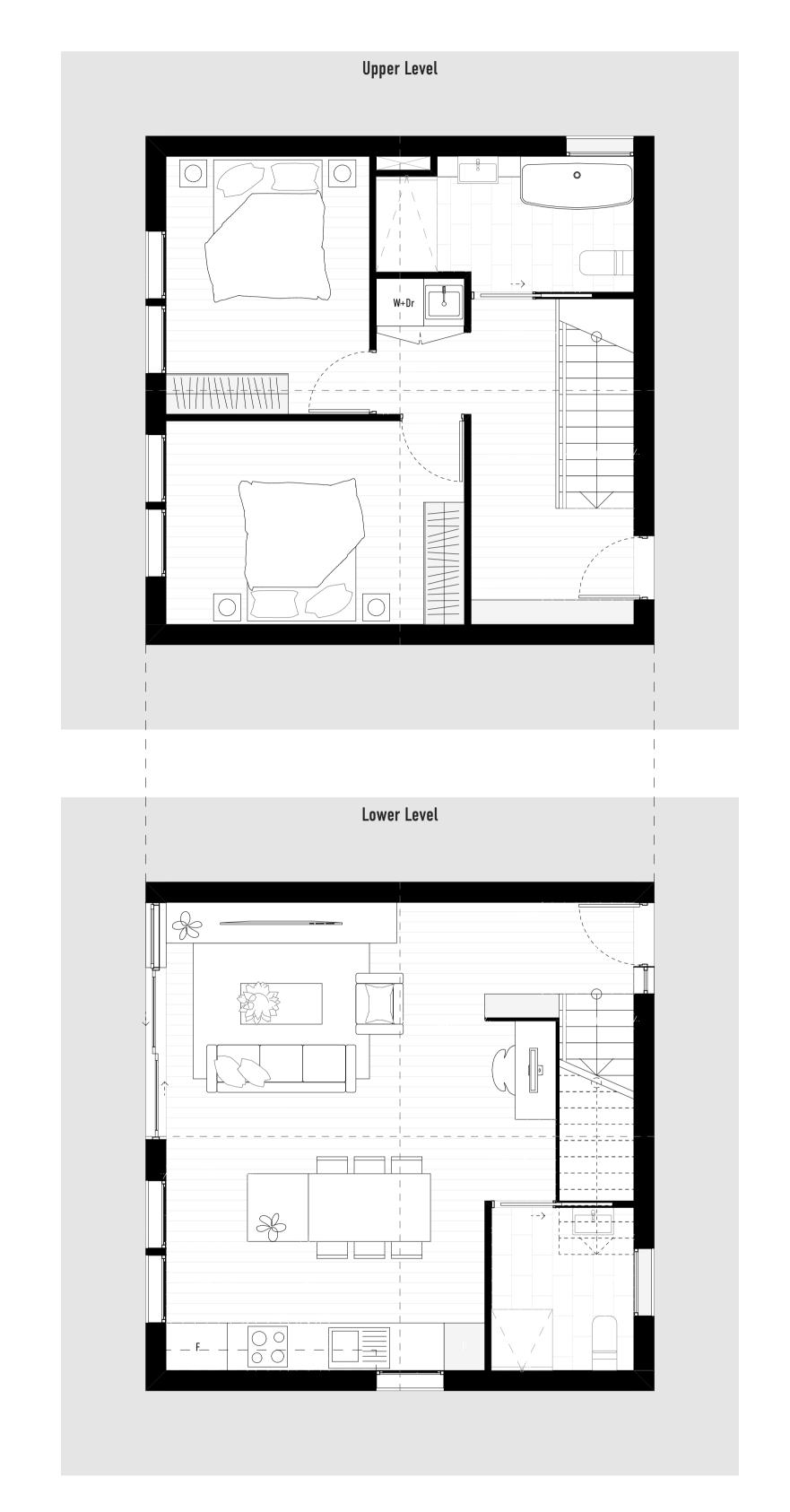
Drawing Number

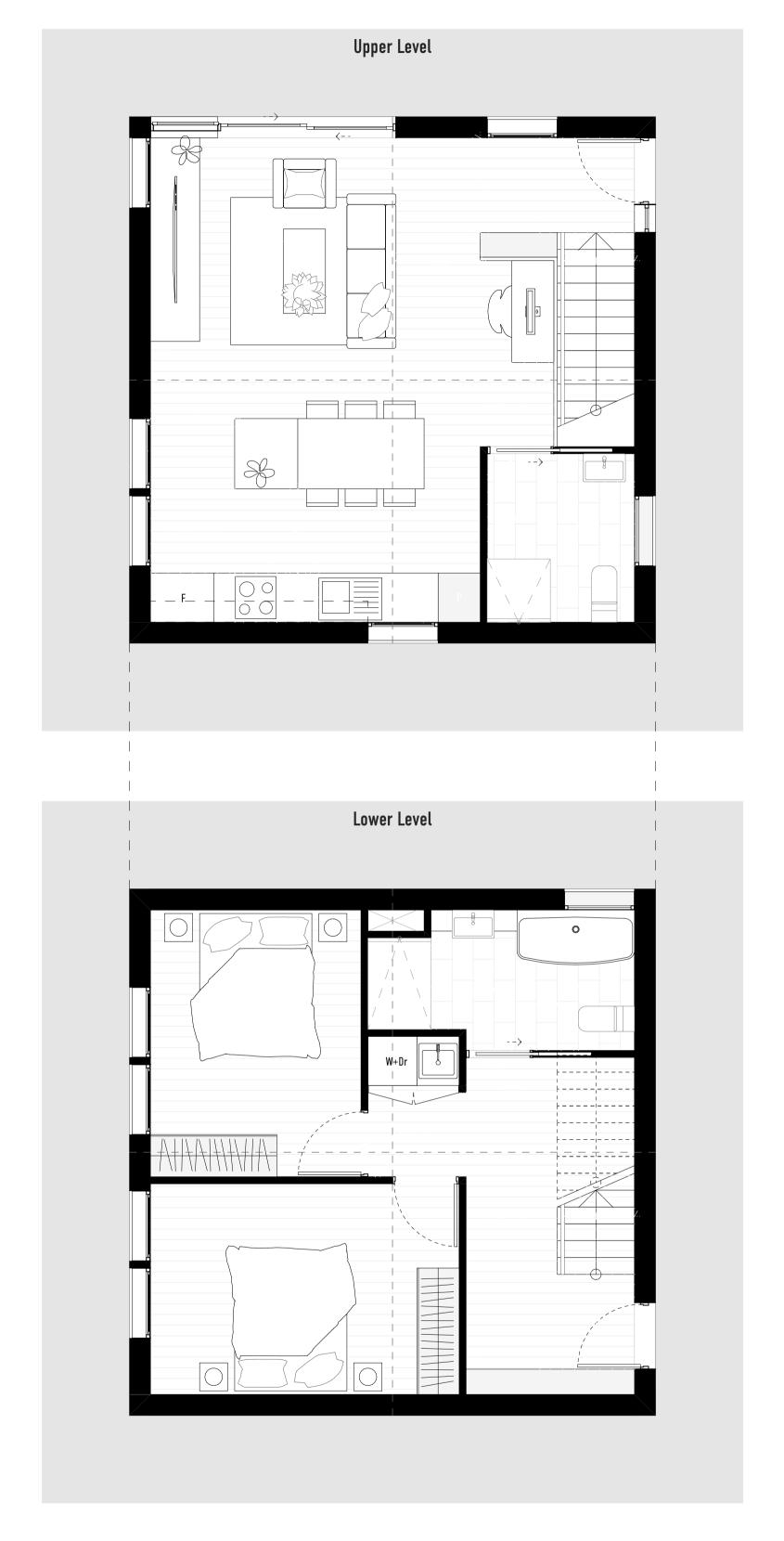
A857

Scale
1:50@A1

Revision
P1







7.5 x 7.5 Module (8 Atoms)
2 Bedroom + 2 Bathroom









North / South with Basement

Drawing Name

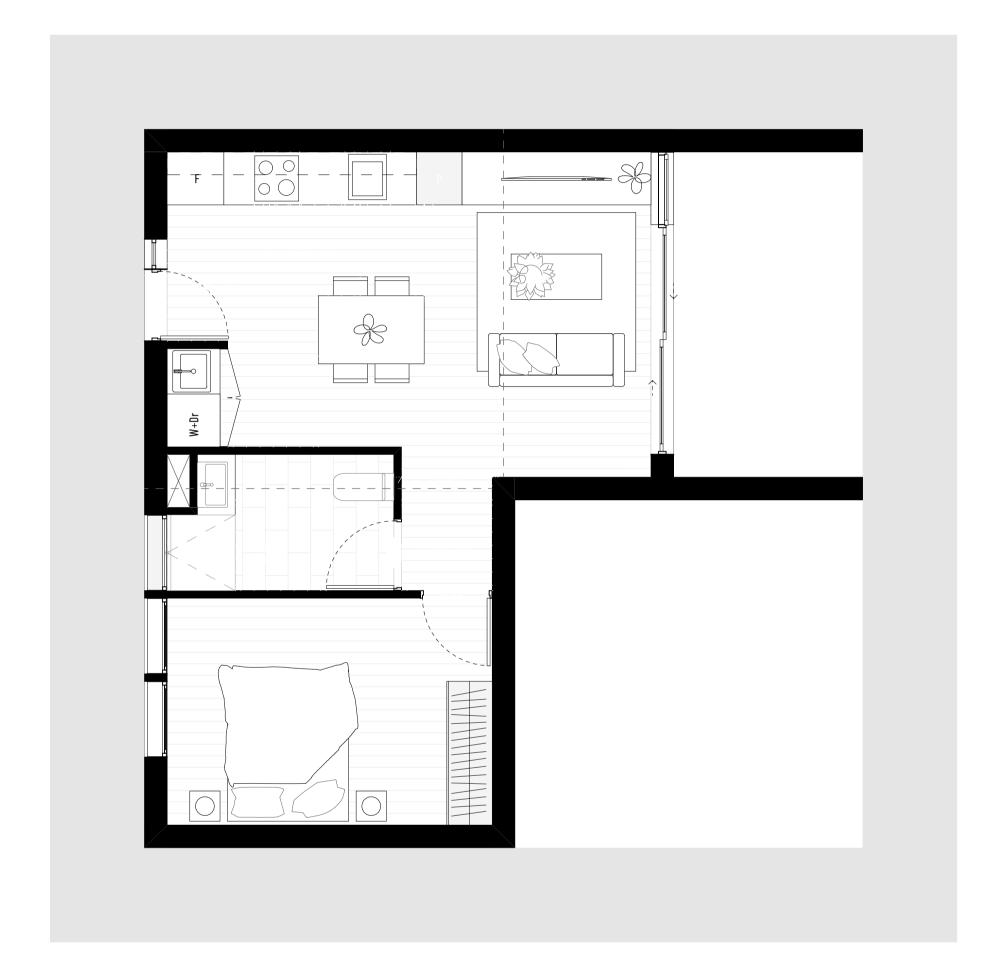
Apartment Type 2

Date
31 / 08 / 2022

Status

A858
Scale
1:50@A1
Revision
P1





9.5 x 9.5 Module (2.5 Atoms) 1 Bedroom + 1 Bathroom

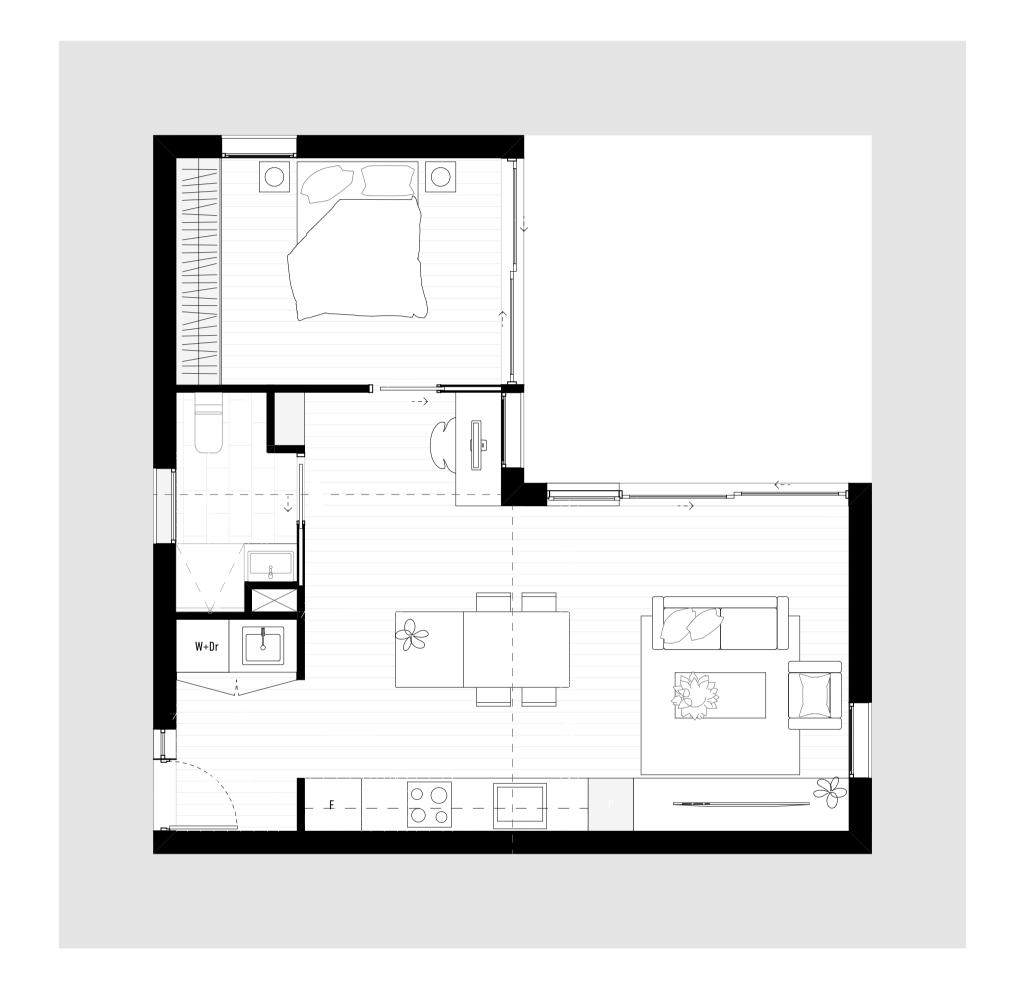






North / South with Basement

Scale



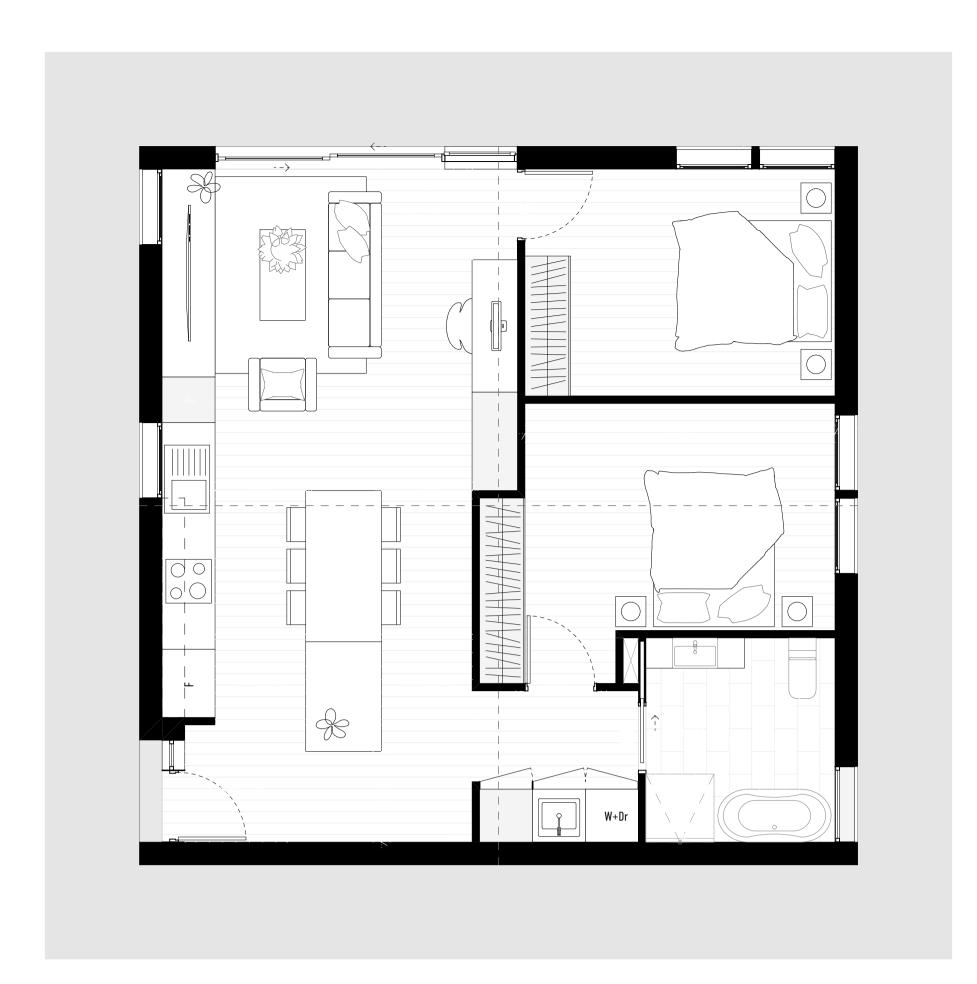
9.5 x 9.5 Module (3 Atoms)
1 Bedroom + 1 Bathroom + Study

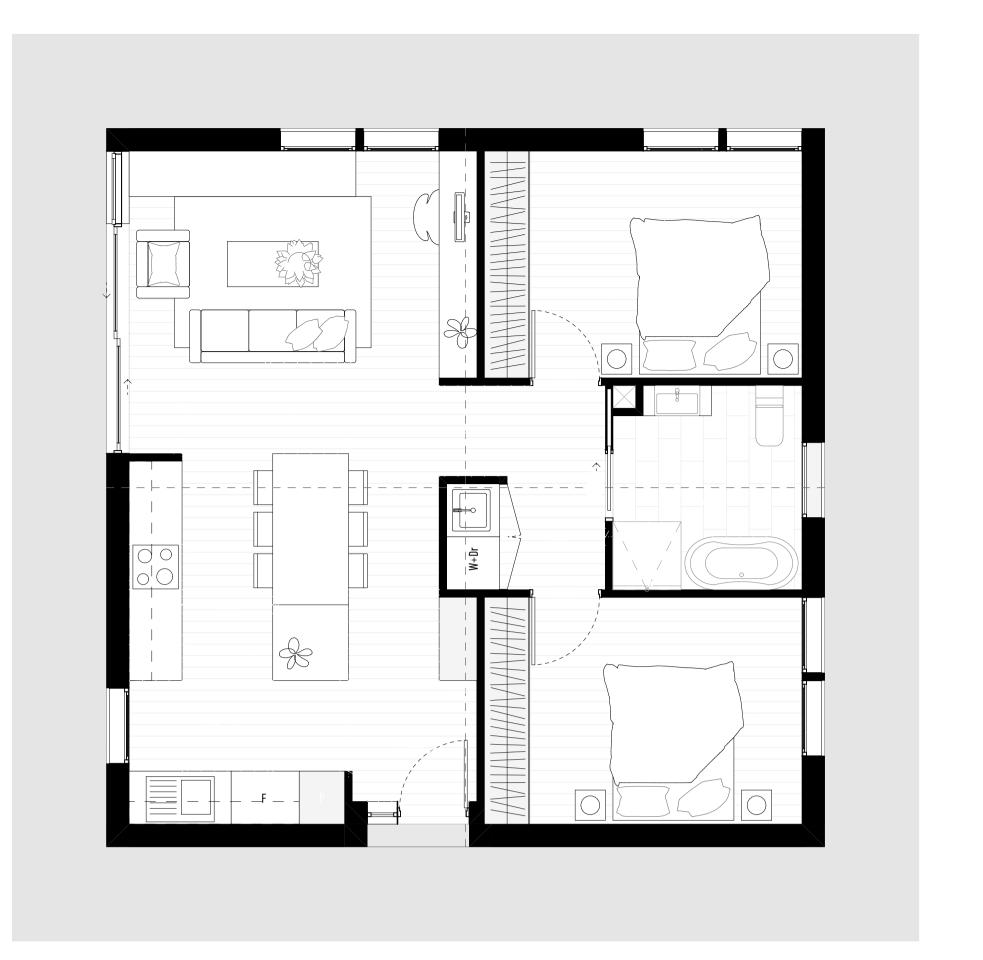


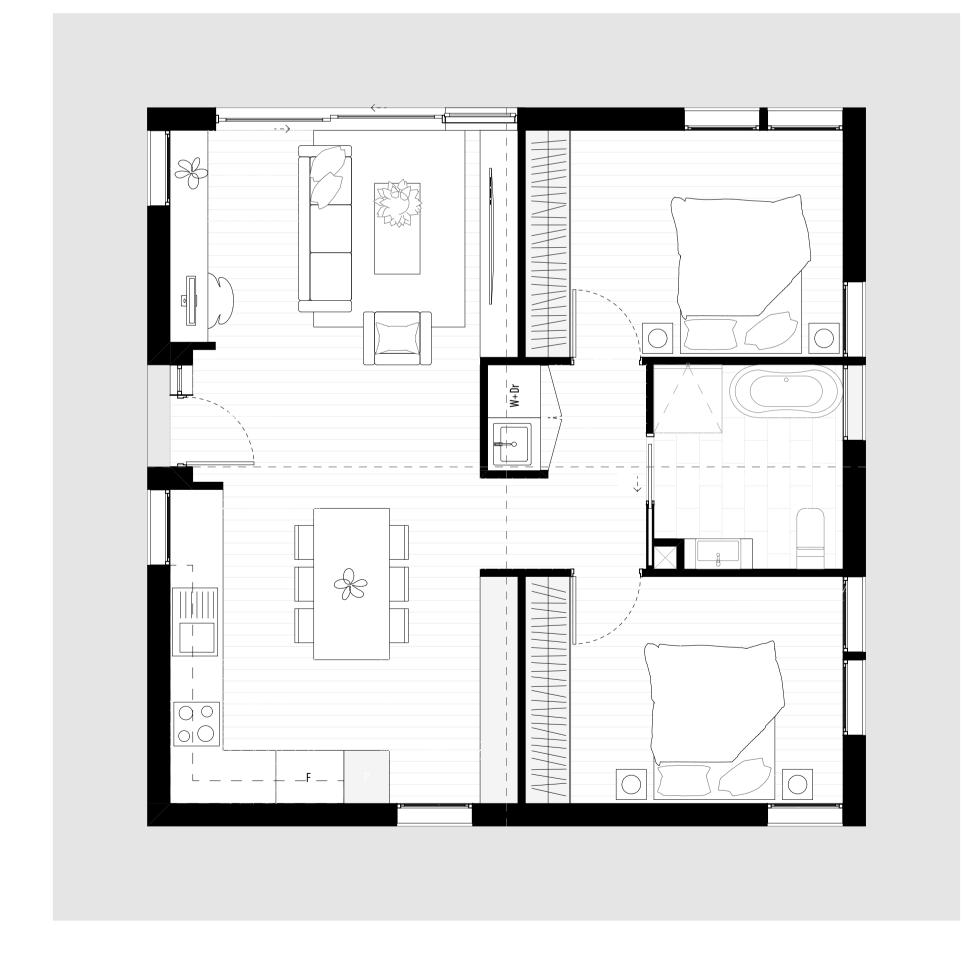


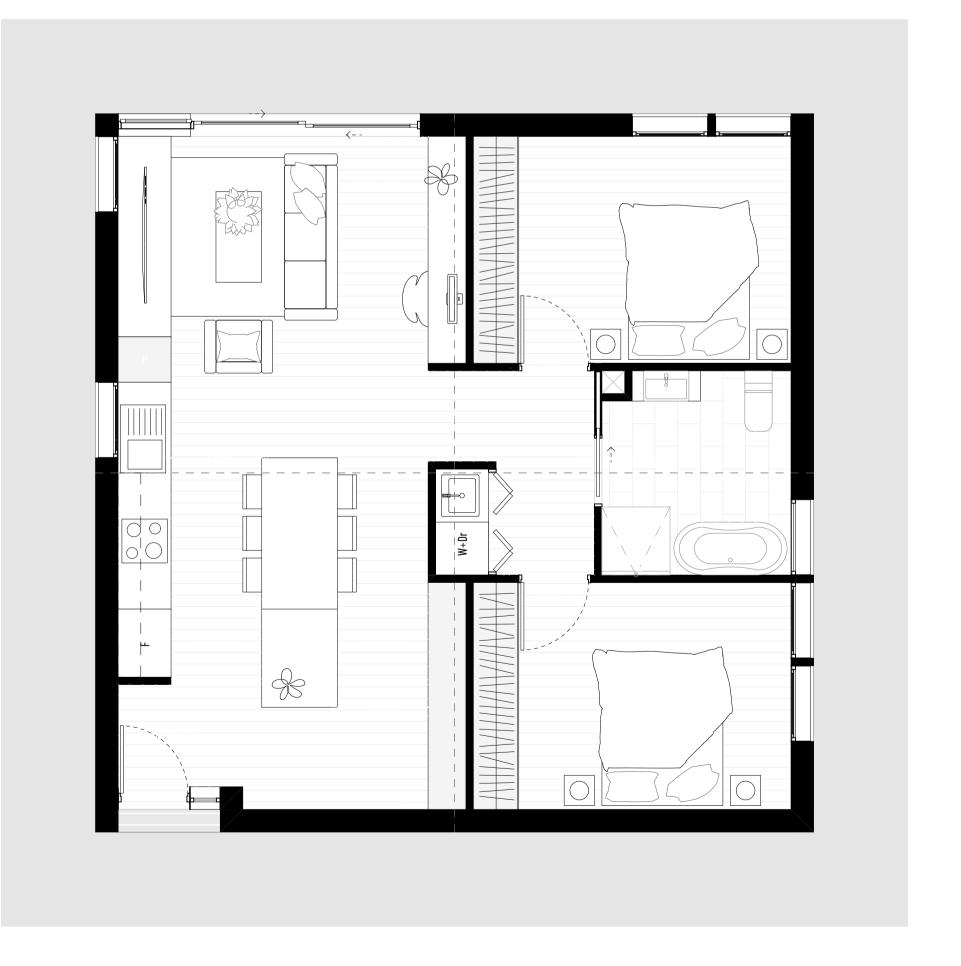












9.5 x 9.5 Module (4 Atoms)2 Bedroom + 1 Bathroom







Project
Future Homes
Client
Victorian Government
Exemplar
Exemplar Plan D -

North / South with Basement

Apartment Type 5
Date
31 / 08 / 2022
Status
Final Issue

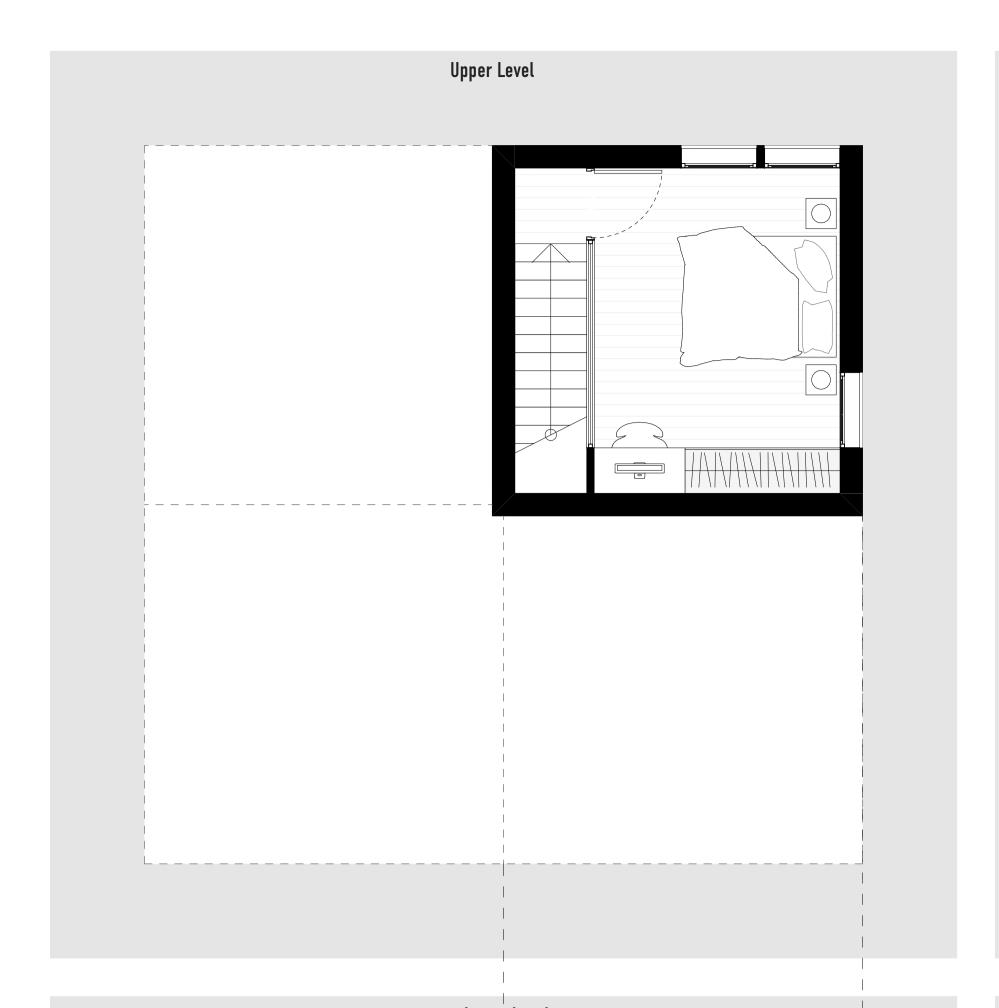
Drawing Number

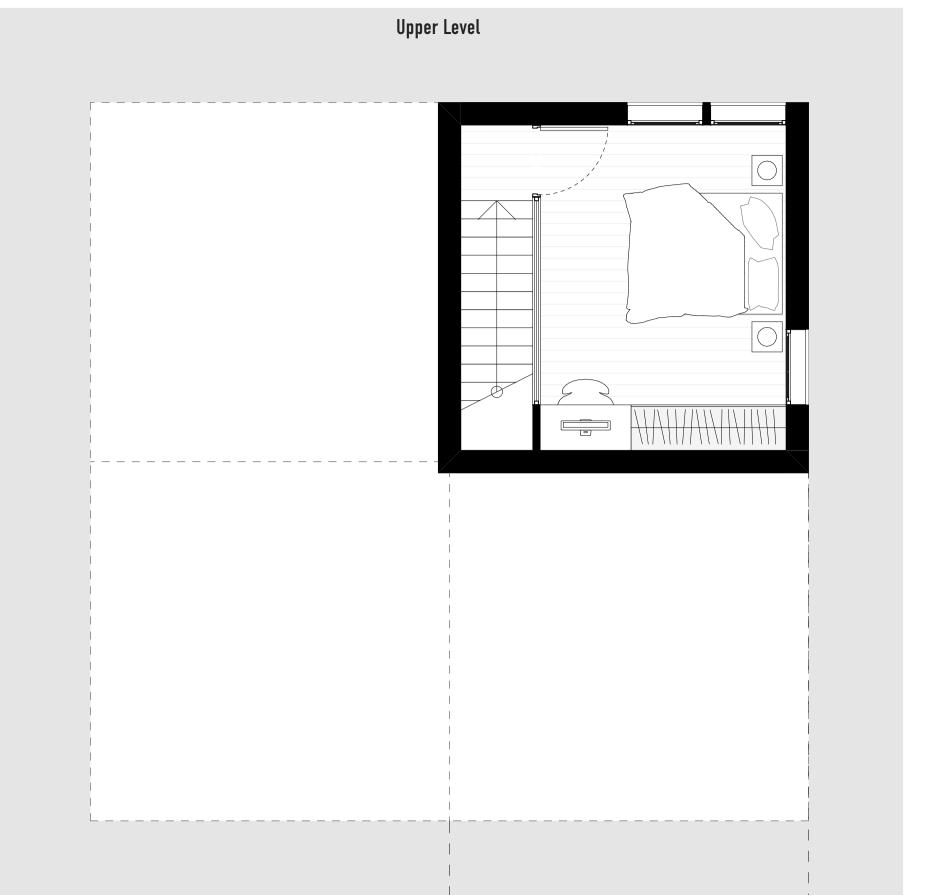
A861

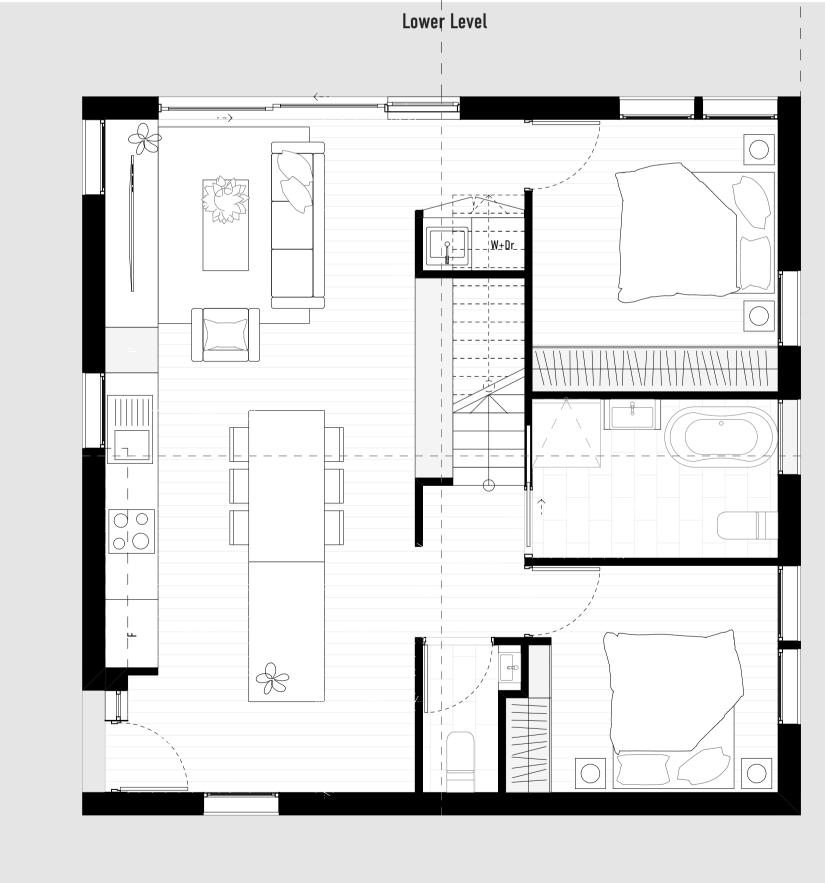
Scale
1:50@A1

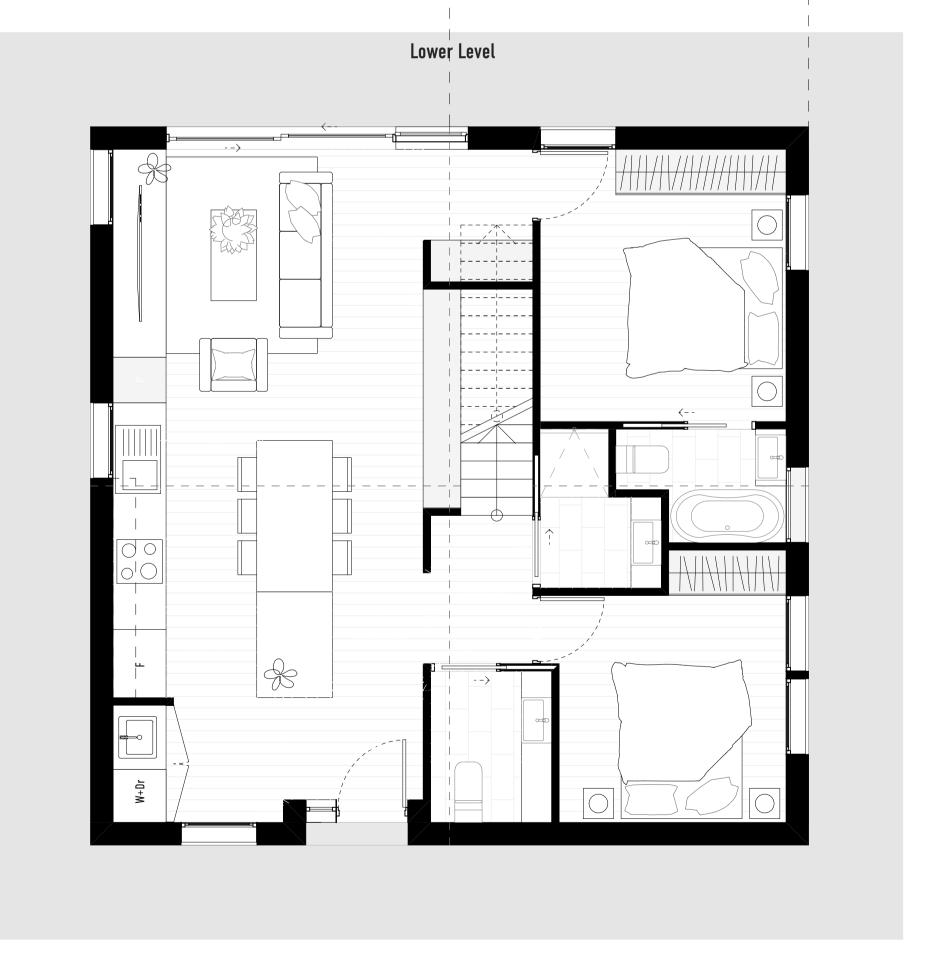
Revision











9.5 x 9.5 Module (5 Atoms) 3 Bedroom + 2 Bathroom







Future Homes

North / South with Basement

Drawing Name Apartment Type 6 Victorian Government 31 / 08 / 2022 Exemplar Plan D -Final Issue

Drawing Number A862 Scale 1:50@A1 Revision P1













North / South with Basement

Drawing Name

Elevations 1

Date
31 / 08 / 2022

Status

Final Issue

Drawing Number

A863

Scale
1:100@A1

Revision





North 1.10



South 1:100









North / South with Basement

Drawing Name
Elevations 2

Date
31 / 08 / 2022

Status

Drawing Number

A864

Scale
1:100@A1

Revision





Fact 1·1



West 1:100







Project
Future Homes
Client
Victorian Government
Exemplar
Exemplar Plan D -

North / South with Basement

Drawing Name

Elevations 3

Date
31 / 08 / 2022

Status

Final Issue

Drawing Number

A865

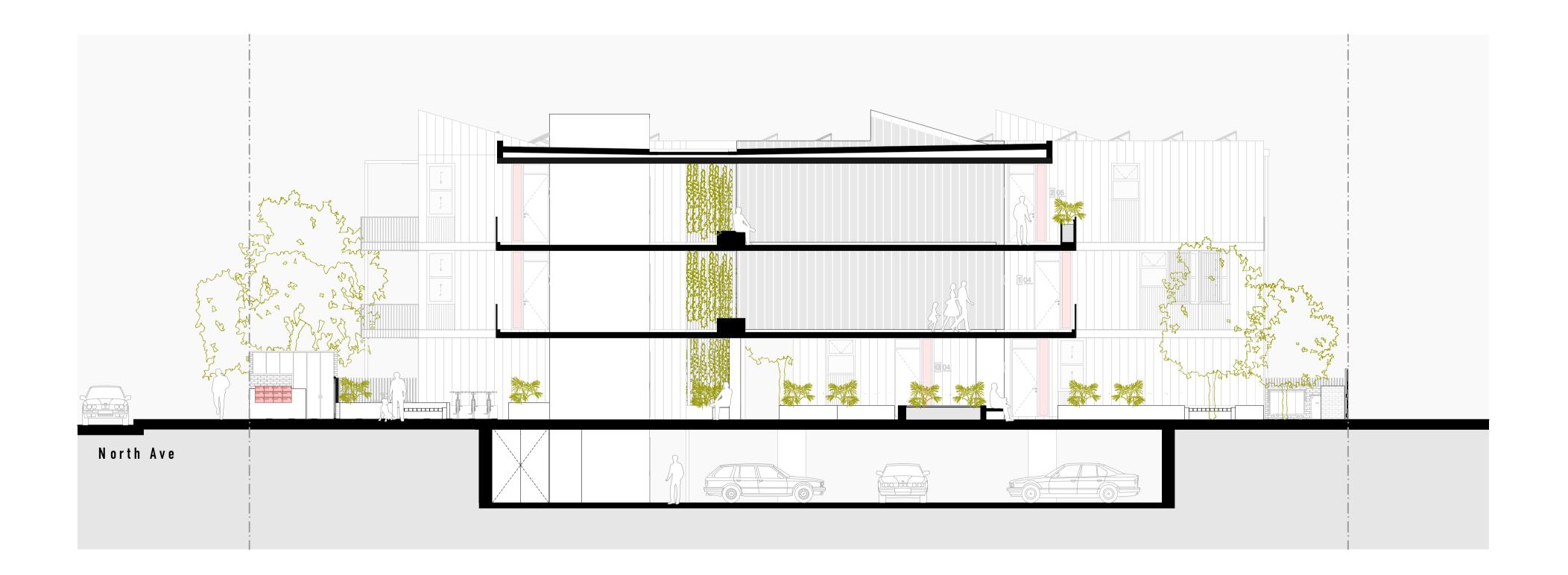
Scale
1:100@A1

Revision
P1





Internal Elevation C 1:10



Internal Elevation D 1:100









Drawing Name

Elevations 4

Date
31 / 08 / 2022

Status
Final Issue

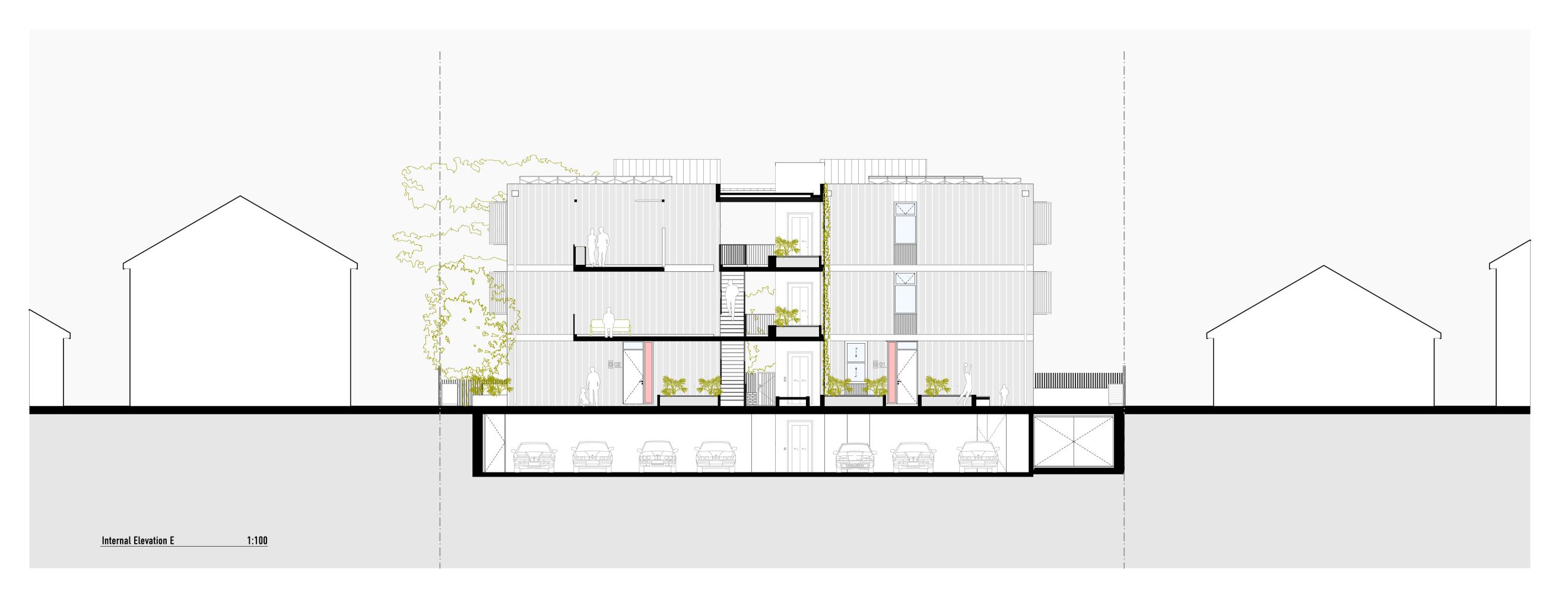
Drawing Number

A866

Scale
1:100@A1

Revision
P1













Future Homes
Client
Victorian Government

Exemplar Plan D -

North / South with Basement

Exemplar

Elevation

Date
31 / 08 / 2022

Status

Final Issue

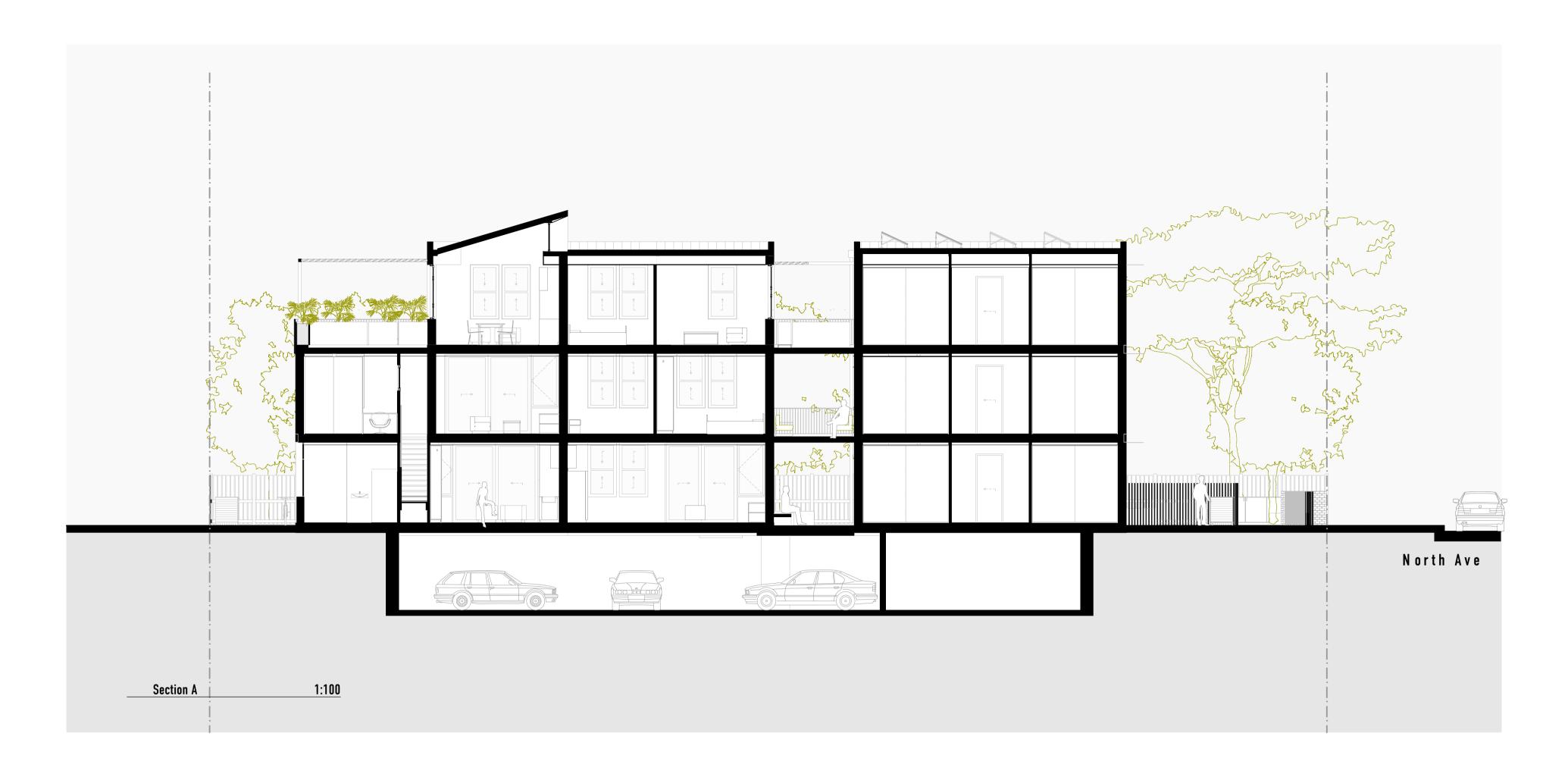
Drawing Number

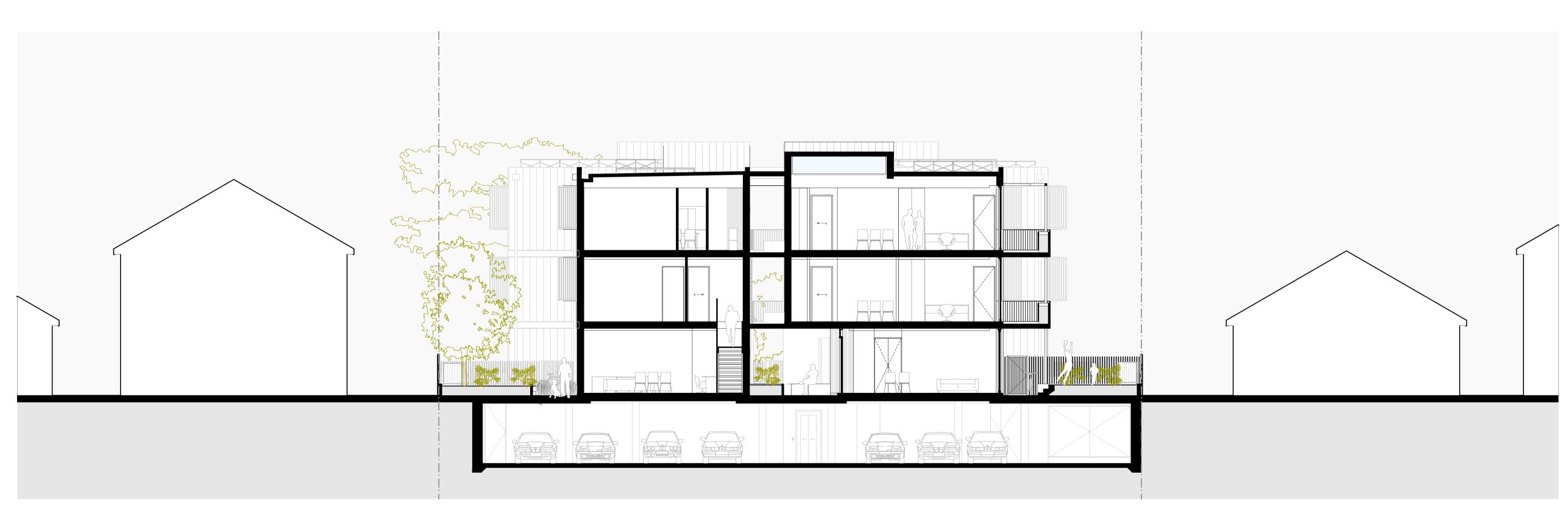
A867

Scale
1:100@A1

Revision
P1







Section B 1:100









North / South with Basement









Communal Open Space



Communal Open Space



Veggie Patch







Project
Future Homes

uture Homes ent

Client
Victorian Government

Exemplar
Exemplar Plan D North / South with Basement

External 3D Views

31 / 08 / 2022

Final Issue

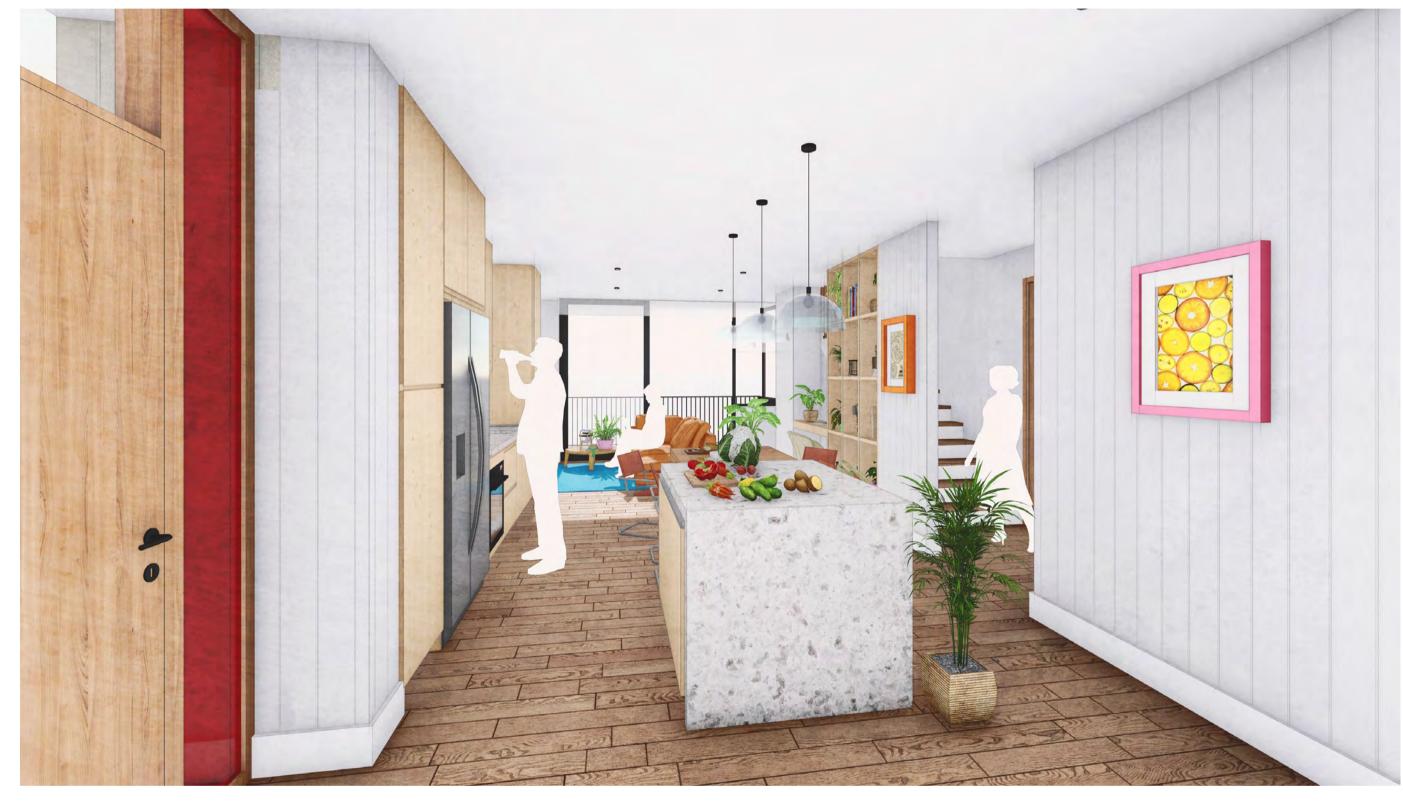
Drawing Number
A850

Scale

@A1

Revision







3B 2B







North / South with Basement

Drawing Name

Drawing Number

