

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
				10	94	Denman Prospect
		and known as 27 Stella Young Way				
Seller	Full name	HKG INVESTMENTS PTY LTD				
	ACN/ABN	651 699 400				
	Address	20 Bucknel Circuit, ISABELLA PLAINS ACT 2905				
Seller Solicitor	Firm	Clayton Utz				
	Email	conveyancing@claytonutz.com				
	Phone	02 6279 4034	Ref Alfonso del Rio/Amanda Noy			
	DX/Address	GPO Box 9806, CANBERRA ACT 2601				
Stakeholder	Name	Hive Property (ACT) Pty Ltd				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	eva@hiveproperty.co				
	Phone	0415 668 718	Ref Eva Bono			
	DX/Address	Level 1, 4 Campion Street, DEAKIN ACT 2600				
Restriction on Transfer	Mark as applicable	<input type="checkbox"/> Nil <input checked="" type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Not Applicable				
Date for Registration of Units Plan	Not Applicable					
Date for Completion	In accordance with special condition 56					
Electronic Transaction?	<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes, using Nominated ELN:			
Land Tax to be adjusted?	<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes			
Residential Withholding Tax	New residential premises?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes
	Potential residential land?			<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes
	Buyer required to make a withholding payment?			<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes (insert details on p.3)
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?			<input type="checkbox"/> No		<input type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?			<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.

Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm					
	Email					
	Phone		Ref			
	DX/Address					
Price	Price					(GST inclusive unless otherwise specified)
	Less deposit				(10% of Price)	<input type="checkbox"/> Deposit by Instalments (clause 52 applies)
	Balance					
Date of this Contract						

Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:
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Read This Before Signing: 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	Buyer signature
Seller witness name and signature	Buyer witness name and signature

Seller Disclosure Documents

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 certified extract from the land titles register showing all registered interests affecting the Property
- Deposited Plan for the Land
- Energy Efficiency Rating Statement
- Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- If there is an encumbrance not shown on the land titles register — 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 section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).
- Regulated Swimming Pool documentation required under section 9 (1)(ja) of the Sale of Residential Property Act (on and from 1 May 2024).

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

If the Property is a Unit where the Units Plan is not registered:

- Inclusions list
- Disclosure Statement

If the Property is a Unit where the Units Plan is registered:

- Units Plan concerning the Property
- Current certified extract from the land titles register showing all registered interests affecting the Common Property
- Unit Title Certificate
- Registered variations to rules of the Owners Corporation
- (If the Unit is an Adaptable Housing Dwelling) drawings and plans demonstrating compliance with Australian Standard AS 4299-1995 (Adaptable Housing) as in force from time to time
- (If the Owners Corporation is a party to a Building Management Statement) Building Management 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
- Margin scheme applies

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

Damages for delay in Completion – applicable interest rate and legal costs and disbursements amount (see clause 22)

Interest rate if the defaulting party is the Seller	% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$550.00 (GST inclusive)

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			

RW Amount

(residential withholding payment) — further details

The supplier will frequently be the Seller. However, sometimes further information will be required as to which entity is liable for GST (eg if the Seller is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:		\$	
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):		\$	
	Is any of the consideration not expressed as an amount in money?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	
	If 'Yes', the GST inclusive market value of the non-monetary consideration:		\$	
	Other details (including those required by regulation or the ATO forms):			

Cooling Off Period

(for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5pm on the 5th Business 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 (ACT)* or the *Leases (Commercial & Retail) Act 2001 (ACT)*.
- 2 If a consent to transfer is required by law, see clause 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 the purchase of the Land. 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 means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;

Adaptable Housing Dwelling has the meaning in the Sale of Residential Property Act;

Agent has the meaning in the Sale of Residential Property Act;

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- 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); or
- an Unapproved Structure;

Building Act means the *Building Act 2004* (ACT);

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;

Building Management Statement has the meaning in the Land Titles Act;

Business Day means 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 means the *Community Title Act 2001* (ACT);

Community Title Body Corporate means 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 means the time at which this Contract is completed and **Completed** has a corresponding meaning;

Compliance Certificate means a certificate issued for the Lease under section 296 of the *Planning and Development Act 2007*, Division 10.12.2 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

Covenant includes a restrictive covenant;

Default Notice means a notice in accordance with clause 18.5 and clause 18.6

Default Rules has the meaning in the Unit Titles Management Act;

Deposit means the deposit forming part of the Price;

Developer 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;

Disclosure Statement has the meaning in the Property Act;

Disclosure Update Notice has the meaning in section 260(2) of the Property 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;

Excluded Change has the meaning in section 259A(4) of the Property Act;

General Fund Contribution has the meaning in section 78(1) of the Unit Titles Management Act;

GST has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Rate means the prevailing rate of GST specified as a percentage;

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

Income includes the rents and profits derived from the Property;

Land Act means the *Land (Planning & Environment) Act 1991* (ACT);

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

Land Rent Act means the *Land Rent Act 2008* (ACT);

Land Rent Lease means a Lease that is subject to the Land Rent Act;

Land Titles Act means the *Land Titles Act 1925* (ACT);

Lease means 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 means the *Legislation Act 2001*;

Liability of the Owners Corporation means 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 means a Lease that is not subject to the Land Rent Act;

Notice to Complete means a notice in accordance with clause 18.1 and clause 18.2 requiring a party to complete;

Owners Corporation means 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 means the *Planning Act 2023* (ACT);

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;

Property means 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;

Property Act means the *Civil Law (Property) Act 2006* (ACT);

Required Documents has the meaning in the Sale of Residential Property Act and includes a Unit Title Certificate but excludes a copy of this Contract;

Rescission Notice has the meaning in the Sale of Residential Property Act;

Residential Tenancies Act means the *Residential Tenancies Act 1997* (ACT);

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

- Section 56 Certificate** means a certificate for a Lot issued under section 56 of the Community Title Act;
- Section 67 Statement** means a statement for a Lot complying with section 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** has the meaning given by section 17(4) 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** means 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 Title Certificate** means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;
- Unit Titles Act** means the *Unit Titles Act 2001* (ACT);
- Unit Titles Management Act** means the *Unit Titles (Management) Act 2011* (ACT);
- Units Plan** means 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*; and
- Withholding Law** means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.
- 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; and
 - 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 clause 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.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.
- 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 in cash (up to \$3,000.00) 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 clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 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 \$200.00).
- 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.
- 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 approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to “section 370” refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to “section 280” refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to “section 306” refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to “section 351” 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 clauses 4.2, 4.3, 4.3A or 4.3B 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 clause 21 applies.

5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.
- 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 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, provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.
- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 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 section 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 of this Contract.
- 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;
 - (b) if applicable, the Seller has complied with the Residential Tenancies Act;

- (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.

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. Electronic transaction

- 13.1 In this clause 13, the following words mean:

Adjustment Figures mean details of the adjustments to be made to the Price under this Contract;

Completion Time means the time of day on the Date for Completion when the Electronic Transaction is to be Completed;

Conveyancing Transaction has the meaning given in the Participation Rules;

Digitally Signed has the meaning given in the Participation Rules and **Digitally Sign** has a corresponding meaning;

Discharging Mortgagee means any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the Lease to be transferred to the Buyer;

ECNL means the *Electronic Conveyancing National Law (ACT) Act 2020* (ACT);

Effective Date means the date on which the Conveyancing Transaction is agreed to be an Electronic Transaction under clause 13.2.2 or, if clause 13.2.1 applies, the Date of this Contract;

Electronic Document means a caveat, a Crown lease or an instrument as defined in the Land Titles Act which may be created and Digitally Signed in an Electronic Workspace;

Electronic Transaction means a Conveyancing Transaction to be conducted for the parties by their legal representatives as Subscribers using an ELN and in accordance with the ECNL and the Participation Rules;

Electronic Transfer means a transfer of the Lease under the Land Titles Act to be prepared and Digitally Signed in the Electronic Workspace established for the purposes of the parties' Conveyancing Transaction;

Electronic Workspace has the meaning given in the Participation Rules;

Electronically Tradeable means a land title dealing that can be lodged electronically;

ELN has the meaning given in the Participation Rules;

FRCGW Remittance means a remittance which the Buyer must make in accordance with the Withholding Law and clauses 51.4 to 51.8;

GSTRW Payment means a payment which the Buyer must make in accordance with the Withholding Law and clauses 53.5 to 53.9;

Incoming Mortgagee means any mortgagee who is to provide finance to the Buyer on the security of the Lease and to enable the Buyer to pay the whole or part of the price;

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

Mortgagee Details mean the details which a party to the Electronic Transaction must provide about any Discharging Mortgagee of the Land as at Completion;

Nominated ELN means the ELN specified in the Schedule;

Participation Rules mean the participation rules as determined by the ECNL;

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

Title Data means the details of the title to the Lease made available to the Electronic Workspace by the Land Registry.

- 13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:
- 13.2.1 this Contract says that it is an Electronic Transaction; or
- 13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.
- 13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or
- 13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.
- 13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.4.1 each party must:
- (a) bear equally any disbursements or fees; and
- (b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and
- 13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.
- 13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:
- 13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;
- 13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;
- 13.5.3 the parties must conduct the Electronic Transaction:
- (a) in accordance with the Participation Rules and the ECNL; and
- (b) using the Nominated ELN, unless the parties otherwise agree;
- 13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

- Land Registry as a result of this transaction being an Electronic Transaction; and
- 13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.
- 13.6 The Seller must within 7 days of the Effective Date:
- 13.6.1 create an Electronic Workspace;
- 13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and
- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace:
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or

the Buyer's mortgagee at the time of financial settlement; and

13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.

13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:

13.15.1 holds them on Completion in escrow for the benefit of the other party; and

13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

14. Off the plan purchase and Compliance Certificate

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply:

14.1.1 where the Seller is obliged to construct Improvements by Completion, 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; and

14.1.2 on or before Completion, the Seller must at the Seller's expense give to the Buyer evidence that a Compliance Certificate has been obtained.

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.

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

17. Compensation claims by Buyer

17.1 To make a claim for compensation (including a claim under clause 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 clause 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.
- 18.3.2 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), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; 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 Clauses 19 or 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 clauses 18.2 and 18.6.2 is fair and reasonable.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 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

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

* Alter as necessary

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 clause 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 section 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 this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
22.1.3 the amount this Contract says on page 2 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.

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 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 clause 22.1.1 or clause 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* (Cth).

- 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; and
- 24.4.5 if for any reason (and despite clauses 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 clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
 - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
- in respect of the sale of the Property.
- 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 Unless the margin scheme applies the Seller must, on Completion, 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:
- 26.2.1 leave it at; or
 - 26.2.2 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
 - 26.2.3 serve it on that party's solicitor in any of the above ways; or
 - 26.2.4 deliver 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
 - 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 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 clause 39, the provisions of clause 17 will apply provided that clause 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 Clauses 3.1, 3.2 and 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 (ACT)*.
- 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 clause 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 clause 8 must include an adjustment of the contributions to the Owners Corporation under section 78 and section 89 of the Unit Titles Management Act.

32. Inspection of Unit

32.1 For the purposes of clause 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 clause 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 clause 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 section 78 and section 89 of the Unit Titles Management Act; 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 section 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 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 significantly prejudice the Buyer.

33.4 For the purposes of clause 7, Property includes the Common Property.

33.5 These warranties are in addition to those given in clause 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 clause 21 applies.

34.2 For the purposes of clause 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. Unit Title Certificate

36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(7) of the Units Title Management Act for the Unit Title Certificate attached.

37. Unregistered Units Plan

Warning: The following clauses 37, 38 and 39 do not encompass all obligations, rights and remedies under Part 2.9 of the Property Act for off the plan contracts.

- 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 clause 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 section 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 clause 37.1 applies, the Seller must give to the Buyer a Unit Title Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of the Contract:
- 37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and
- 37.9.2 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.
- 37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
- 38.1.1 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, were this Contract completed at the time it is rescinded; or
- 38.1.2 there would be a breach of a warranty provided in clause 37.10:
- (a) were this Contract completed at the time it is rescinded; and
- (b) the Buyer is significantly prejudiced by the breach,
- and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
- 38.2.1 under clause 38.1.1:
- (a) 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
- (b) in any other case — not later than 14 days after the later of the following happens:
- (i) the Date of this Contract; and
- (ii) another period agreed between the Buyer and Seller ends; or

38.2.2 under clause 38.1.2 – at any time before the Buyer is required to complete this Contract.

38.3 If the Buyer rescinds this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 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, 33.3 or 37.10 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 clause 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.

39.4 The Buyer may not claim compensation under this clause 39 only because of the breach of a warranty related to an amendment to the Development Statement that is an Excluded Change.

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 clause 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 clause 8 must include an adjustment of the contributions to the fund under section 45.

44. Inspection of property

44.1 For the purposes of clause 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 section 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 clause 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 clause 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:

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

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

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

Relevant Price means the higher of:

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

Withholding Amount means, subject to clauses 51.6 and 51.7, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and

Withholding Law means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.

51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

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 clauses 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 clause 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 clause 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 clause 51.4.3 in payment of the Withholding Amount following Completion.

51.5 If clause 51.4 applies and the parties do not comply with clause 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.

52. Deposit by Instalments

52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.

52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.

52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:

- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.

- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

Warning: The following clauses 53.1 to 53.9 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 53.1 In this clause 53 the following words have the following meanings:

RW Amount means the amount which the Buyer must pay under section 14-250 of the Withholding Law;

RW Amount Information means the completed RW Amount details referred to on page 3 of this Contract; and

RW Percentage means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.

- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

* Alter as necessary

- 53.8 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 RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
 - 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

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54. Restriction on Transfer

- (a) The Crown Lease is not subject to any restrictions on transfer or assignment except as disclosed in clause 4 and the Schedule.
 - (b) The Building and Development Provision of the Crown Lease has not been satisfied and completion is conditional on the issue of a consent to the transfer of the Crown Lease under Section 370 of the Planning Act (**Consent**).
-

55. Application for Consent to Second or Subsequent Transfer

55.1 Application

- (a) The Buyer **must**, on the Date of this Contract, provide to the Seller:
 - (i) a completed and executed consent to second or subsequent transfer application in the form prescribed by the ACT Government (attached to this Contract);
 - (ii) a Transfer executed by the Buyer Solicitor; and
 - (iii) any such information required from the Buyer to obtain Consent,collectively called the **Consent Application**.
- (b) The Buyer must, within 2 working days of a written request from the Seller Solicitor, pay the prescribed application fee of \$525.35 to the ACT Government for the second transfer application via the online link provided.
- (c) In every respect time is of the essence for provision of the Consent Application, and in the event that the Buyer defaults in its obligations under special condition 55.1(a) and 55.1(b) then the Buyer must pay interest on the entire Price at the rate of 10% per annum calculated on a daily basis from the day after the Consent Application was due to the date on which the Consent Application is provided to the Seller Solicitor.

55.2 Lodgement

The Seller must, within 2 business days of the receipt of the completed Consent Application make the necessary arrangements to lodge the Consent Application with the ACT Government.

55.3 Further Information

The Buyer will provide to the Seller any such further information as is required to process the Consent Application within 2 business days of being notified of its requirement by the Seller.

55.4 Rejection Fee

In the event that the lodgement is rejected by the ACT Government for insufficient information, the Buyer will pay any such rejection fee as is required within 2 business days of being notified by the Seller.

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56. Completion

56.1 Date for Completion

Completion of this Contract shall occur on the later of:

- (a) 30 days of the date of this Contract; and
- (b) 7 days from written notification from the Seller Solicitor to the Buyer Solicitor that Consent has been granted by the ACT Government.

56.2 Place and Time

Completion shall take place at the ACT Law Society Settlements Room in Canberra at a time during normal business hours nominated by the Seller.

57. Legal Fees (Default Notice and Notice to Complete)

- (a) Each time the Seller serves a default notice the Buyer must pay to the Seller a fee of \$550.00 (inclusive of GST) for issue of that notice. The seller may include this fee in the amount payable by the Buyer on Completion.
- (b) Each time the Seller serves a notice to complete the Buyer must pay to the Seller a fee of \$550.00 (inclusive of GST) for issue of that notice. The Seller may include this fee in the amount payable by the Buyer on Completion.

58. Personal Property Securities Act 2009 (PPSA)

- (a) The Seller discloses and the Buyer acknowledges that on Completion the Seller may be subject to charge(s) or notifications under the PPSA. The Buyer cannot require the Seller to take any action in relation to such charge or notification.
- (b) The Seller warrants that notwithstanding special condition 58(a), any charge or notification in relation to the Seller will not have an adverse effect upon the Land.

59. Electronic Transaction

59.1 Electronic signature

Each party warrants that immediately prior to entering into this Contract, it has unconditionally consented to:

- (a) the requirement for a signature under any law being met; and
- (b) any other party to this Contract executing it,

by any method of electronic signature that other party uses (at that other party's discretion), including signing on an electronic device or by digital signature.

59.2 Counterparts and electronic communication

- (a) This Contract may be executed in any number of counterparts by a party and by the parties on separate counterparts.
- (b) Each counterpart constitutes an original of this Contract, and all together constitute one agreement.

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- (c) Where this Contract is executed in counterparts, its date is taken to be the date on which the last of the parties to do so executes its counterpart(s).
- (d) Without limitation, the parties agree that their communication of an offer or acceptance of this Contract, including exchanging counterparts, may be by hand, post, facsimile or any electronic method that evidences that party's execution of this Contract.

60. Homes for Homes Initiative

- (a) The Buyer acknowledges and agrees that:
 - (i) The Seller is participating in the Homes for Homes Initiative.
 - (ii) The Estate Developer entered into the Donation Deed which binds the Seller, the Buyer and future owners of the Land until the Buyer or a future owner elects to exercise its right to withdraw the Land from the Homes for Homes Initiative.
 - (iii) By signing this Contract, the Buyer agrees (as Donor):
 - A. to the terms set out in the Donation Deed in respect of the Land; and
 - B. consents to the Buyer's details being provided to Homes for Homes for its use in operating the Homes for Homes Initiative.
 - (iv) Pursuant to the Donation Deed:
 - A. Homes for Homes is entitled to lodge the Permissive Caveat over the Land that permits subsequent dealings other than a transfer for which Homes for Homes consent is required;
 - B. Homes for Homes is required to give its consent to any dealings, and the Buyer may require a consent to be provided, at any time;
 - C. the Donor agrees to make a voluntary donation to Homes for Homes of 0.1% of the sale price when the Donor sells the Land; and
 - D. Homes for Homes consents to the Donor, or a successor in title, withdrawing the Land from the Homes for Homes Initiative at any time.
- (b) If the Buyer requires the Permissive Caveat be withdrawn, Homes for Homes will cooperate with the Buyer to facilitate the withdrawal after Completion, with any fee payable for registration of the withdrawal to be paid by the Buyer.

61. Public Domain

- (a) The Buyer, during the course of the construction of the dwelling on the Land must:
 - (i) ensure that the Public Domain adjoining the Land is protected during construction of the dwelling by way of appropriate, as determined by the Estate Developer (acting reasonably), 1.8 metre high fencing;
 - (ii) ensure that a gravel layer of at least 100mm is laid and maintained over the driveway crossover to protect it from damage; and

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- (iii) not cause or allow any damage or destruction to the Public Domain adjoining the Land.
- (b) If any damage or destruction is done to the Public Domain, the Buyer must promptly cause the damage to be rectified at the Buyer's cost.

62. Building and Siting Guidelines

- (a) The Buyer must comply with the Building and Siting Guidelines, in respect of any dwelling to be constructed on the Land, to the satisfaction of the Estate Developer.
- (b) The Estate Developer may in its discretion amend or vary the Building and Siting Guidelines.
- (c) The Buyer may not make any objection, requisition or claim for compensation in respect of the Plans and the Building and Siting Guidelines and/or any change or alteration to the Plans or the Building and Siting Guidelines (whether resulting from the Authority's requirements or otherwise).
- (d) No building or Improvements are to be erected on the Land without the written endorsement of the Estate Developer.
- (e) The Estate Developer will not unreasonably withhold its endorsement to the erection of any building or Improvements where they are in accordance with the Building and Siting Guidelines and the approval and consent of all relevant authorities.
- (f) The Buyer must obtain from the relevant authorities all approvals necessary to erect any buildings or Improvements on the Land and in accordance with the plans and specifications endorsed by the Estate Developer.
- (g) The Buyer acknowledges that the subdivision plan, block plan and fill plan attached to this Contract were the plans provided to the Seller when it purchased the Land, and that these plans are provided to the Buyer for information purposes only.
- (h) The Buyer shall not make any requisition, claim for compensation, delay Completion or rescind or terminate this Contract with respect to anything disclosed in special condition 62.

63. Mandatory solar requirements

- (a) The Buyer agrees, in compliance with the Building and Siting Guidelines, to install a minimum 3 kW single solar array (with arrangements being 6 x 2 arrays, 4 x 3 arrays or 3 x 4 arrays) to service the dwelling that is to be constructed on the Land.
- (b) The Estate Developer will provide the General Solar Installation to the Buyer for the Solar Amount.
- (c) The Solar Amount is payable by the Buyer to the Seller on Completion, additional to any other payments required on Completion.
- (d) The Buyer must:
 - (i) provide such assistance, comply with all laws, processes and requirements; and
 - (ii) execute such documents,as the Estate Developer and / or the provider of the General Solar Installation may reasonably require so as to ensure that:

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- (iii) the General Solar Installation is installed;
- (iv) the General Solar Installation is assigned to and will become the property of the Buyer following installation; and
- (v) any Small Scale Technology Certificates in relation to the General Solar Installation are assigned to the provider of the General Solar Installation such that the provider of the General Solar Installation will be entitled to all applicable rebates and / or subsidies for a 15 year period.

64. Use of Land

The Buyer agrees that:

- (a) the use as set out in the Crown Lease is "single dwelling only" which is further defined as meaning a building used as a self contained residence;
- (b) the Buyer is required to construct on the Land a dwelling for residential purposes so as to comply with the Crown Lease use;
- (c) the Buyer in no circumstances is permitted to construct or operate a display or demonstration home on the Land.

65. Bushfire Protection

The Buyer acknowledges that the Land may be affected by legislation and regulations in connection with bushfire protection and that those requirements are subject to change.

66. Cat Containment

The Land is part of an area which has been declared to be a cat curfew area under the *Domestic Animals Act 2000 (ACT)* and cats located within areas declared to be cat curfew areas must be confined to their keeper's or carer's premises at all times.

67. Geotechnical Information

- (a) The Seller warrants that any fill placed on the Land will be compacted to "Level 1 Inspection and Testing" in accordance with Australian Standard AS3798-2007.
- (b) The Seller discloses that the Land is located in a former pine forest where significant amounts of organic material may be present.

68. No Solid Fuel Heating

The Buyer acknowledges that in accordance with the Crown Lease, the Buyer must not install or use a solid fuel heating system on the Land without the prior written approval of the Authority.

69. Personal Property Securities Act 2009 (PPSA)

- (a) The Seller discloses and the Buyer acknowledges that on Completion the Seller may be subject to charge(s) or notifications under the PPSA. The Buyer cannot require the Seller to take any action in relation to such charge or notification.
- (b) The Seller warrants that notwithstanding special condition 69(a), any charge or notification in relation to the Seller will not have an adverse effect upon the Land.

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70. Director's Guarantee

- (a) If the Buyer is a corporation, all officeholders of that corporation must guarantee that corporation's performance of its obligations under this Contract.
 - (b) The guarantee is to be in the form attached as Annexure A.
-

71. Merger

The terms of this Contract will not merge on Completion.

72. Definitions and Interpretation

- (a) In this Contract definitions appear in the Schedule and unless the contrary intention appears the following terms mean:

Authority means the ACT Planning and Land Authority.

Building and Siting Guidelines means the building and siting guidelines applicable to the Land, a copy of which are attached.

Building and Development Provision has the same meaning as in the Planning and Development Act.

Donation Deed means the deed between the Seller as the Donor and Homes for Homes pursuant to which the Seller agrees to participate in the Homes for Homes Initiative, a copy of which is attached to this Contract;

Estate Developer means Capital Estate Developments Pty Limited ACN 137 573 623 of Level 4 Plaza Offices - West, Terminal Avenue, CANBERRA AIRPORT ACT 2609 ([Email: r.vecera@capitalestate.com.au](mailto:r.vecera@capitalestate.com.au)).

General Solar Installation includes:

- (i) a minimum 3.7 kW solar array consisting of the following (or equivalent):
 - A. one (1) inverter with 12 year warranty;
 - B. solar panels (12 year product warranty and 25 year efficiency guarantee);
 - C. five (5) year workmanship warranty on installation;
 - D. software based monitoring capability;
 - E. ten (10) integrated optimisers (12 year product warranty);
 - F. extra cost of metering in lieu of standard metering; and
 - G. Authority inspection fee (up to \$240.00 GST exempt);
- (ii) panels mounted flat to the roof of a single level dwelling in a single array, and does not include (and for which the Buyer will incur additional installation charges):
- (iii) split array;
- (iv) installation on a concrete, terracotta tile, flat or steep pitch roof or dwelling with raked ceilings; and
- (v) installation items that fall outside those specified in paragraphs (i) and (ii).

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Homes for Homes means Homes for Homes Limited ACN 143 151 544, a 'not for profit' company limited by guarantee.

Homes for Homes Initiative means the Homes for Homes innovative solution that will generate a sustainable source of funds to build more social and affordable housing for homeless and disadvantaged Australians. Details can be found at www.homesforhomes.com

Permissive Caveat means the caveat attached to this Contract.

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

Practical Completion means when:

- (i) the dwelling on the Land is completed to a stage where the dwelling is suitable for use, and lawfully able to be occupied as a residential dwelling;
- (ii) a certificate of occupancy and a certificate of compliance have been issued with respect to the dwelling on the Land; and
- (iii) the landscaping and any fencing has been completed to the satisfaction of the Estate Developer.

Public Domain means all verges, landscaping (including street trees), gutters, kerbs, footpaths, cross-overs and any services to, from or over these areas.

Solar Amount means the amount of \$5,500.00 (GST inclusive) for General Solar Installation by the Estate Developer for the Buyer.

Transfer means a transfer of the Crown Lease in the form prescribed by the *Land Titles Act 1925 (ACT)*.

- (b) In this Contract:
 - (i) a reference to the Seller or to the Buyer includes the executors and administrators of any of them, if an individual, and the successors of any of them if a corporation;
 - (ii) the singular includes the plural, and vice versa;
 - (iii) a reference to a person includes a body corporate;
 - (iv) a reference to a clause or part of it or a Schedule Item is a reference to a clause or part of it or Schedule Item of this Contract;
 - (v) a term not otherwise defined has the same meaning as in the *Legislation Act 2001 (ACT)*;
 - (vi) a reference to an Act refers to any subordinate legislation made under it or any Act which replaces it.
- (c) Headings are inserted for convenience only and are not part of this Contract.
- (d) 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 clause 2.
- (e) A reference to "this Contract" includes the Schedule, Annexure clauses, the special conditions, and attachments (if any) forming part of this Contract.
- (f) If there is more than one buyer the obligations which they undertake bind them jointly and individually.

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73. Amendment to printed terms

The printed terms of the Contract are amended as follows:

- (a) delete clauses 9.2 and 9.3;
- (b) delete clause 13;
- (c) delete clause 14;
- (d) delete clause 15;
- (e) delete clause 17.1.1(a);
- (f) in clause 18, insert a new clause 18.12 to read as follows:
"18.12 Each time a Notice to Complete is served by the Seller in accordance with clause 18:
 - (a) the Seller may unilaterally extend the period for Completion under the Notice to Complete; or
 - (b) it may be withdrawn unilaterally by the Seller,by written notice to the Buyer in the Seller's absolute discretion and with or without the consent of the Buyer."
- (g) clause 20.2 is amended by adding "due to a default of the Seller," after "terminates";
- (h) delete clause 22.1.1;
- (i) in clause 26.2.5 add:
"Unless a notification is received by the sending party that it is not delivered or that the email address is unattended, the notice is taken to have been received at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day."; and
- (j) delete clauses 27 to 50 inclusive.

74. Merger and No Objection

- (a) The terms of this Contract will not merge on Completion.
- (b) The Buyer shall not make any requisition, claim for compensation, delay Completion or rescind or terminate this Contract with respect to any matter disclosed in special conditions.

75. Special Conditions Override Printed Terms

To the extent of any inconsistency between these Special Conditions and the Printed Terms of the Contract, these Special Conditions override the Printed Terms of the Contract.

Special Conditions
Block 10 Section 94 Denman Prospect

**Annexure A - Consent Application, Donation Deed, Title Search, Caveat 3277328
Homes for Homes, Caveat 3316288 Commissioner for Revenue, Crown Lease,
Memorandum of Provisions 2000049, Deposited Plan, Lease Conveyancing
Enquiry, Building and Design Guidelines**



ACT
Government

Environment, Planning and
Sustainable Development

Planning Act 2023

Consent to Second or Subsequent Transfer

A first transfer form should only be used when the first sale of the lease of undeveloped land is by the person who provided the infrastructure on the lease

Is this application for a first transfer? If No – Complete this form If Yes – Please use the Consent to First Transfer form

Please note: If applying for multiple first transfers please attach a list which contains the block, section, suburb, transferee details and is signed by the applicant.

Lease or Site Details (Please Print)

Block/s: 10

Unit number: _____

Section: 94

District: _____

Suburb: Denman Prospect

Street Address: 27 Stella Young Way

Applicant Details (Please Print)

Applicant name: _____

Email: _____

OR

Company name: Clayton Utz

Email: anoy@claytonutz.com

Postal address: GPO Box 9806, Canberra ACT 2601

Contact number: 02 6279 4034

Lessee Details (Please Print Names) - if more than two lessees, please attach these details to the application

1st Lessee

Lessee name: Phil Ma

Company Name (if applicable): HKG Investments Pty Ltd

Position held in company: Director

Australian Company Number (ACN): 651 699 400

Postal Address: 20 Bucknel Circuit

Suburb: ISABELLA PLAINS

State: ACT

Postcode: 2905

Email: phil@vamosgroup.com.au

Phone Number: 0409 909 595

2nd Lessee

Lessee name: _____

Company Name (if applicable): _____

Position held in company: _____

Australian Company Number (ACN): _____

Postal Address: _____

Suburb: _____

State: _____

Postcode: _____

Email: _____

Phone Number: _____

All lessees must sign authorising the lodgement of this application. In doing so the lessee gives authority to the applicant to negotiate any dealings in relation to the application through to its determination. If there are more than two lessees please ensure that the details and authorisation are attached to the application.

Buyers Details - If there are more than two buyers, please includes these details in an attachment

1st Buyers details

Name: _____

Company Name (if applicable): _____

Position held in company: _____

Australian Company Number (ACN): _____

Postal Address: _____

Suburb: _____

State: _____

Postcode: _____

Email: _____

Phone Number: _____

2nd Buyers details

Name: _____

Company Name (if applicable): _____

Position held in company: _____

Australian Company Number (ACN): _____

Postal Address: _____

Suburb: _____

State: _____

Postcode: _____

Email: _____

Phone Number: _____

All buyers must sign authorising the lodgement of this application. In doing so the buyer gives authority to the applicant to negotiate any dealings in relation to the application through to its determination. If there are more than two buyers please ensure that the details and authorisation are attached to the application.

Please note: To help you provide information a table titled "Documentation requirements – definitions and checklist" can be found at the end of this form.

Reason for Seller(s) transferring the land – please tick one

- Financial** – unable to finance development
- Personal** – medical, moving interstate or unemployment
- Unforeseen** – an unforeseen major event outside the seller(s) control
- Building contract** – if entered into between the seller(s) and buyer(s)

Evidence supporting the Seller(s) reason for transferring the land

Is there evidence provided supporting the seller(s) reasons for transferring the land specified in this application?

- Yes
- No

Evidence of financial capacity from the Buyer(s)

Is all the evidence for financial capacity from the buyer(s) to purchase the land and construct a dwelling on the block for the land specified in this application attached?

NOTE: *Dwelling does not exclude other developments of a non-residential nature.*

- Yes
- No

Transfer form

Is the transfer form for the land specified in this application attached?

- Yes
- No

Land Rent Scheme Crown lease

Is the Crown lease for the land specified in this application a Land Rent Scheme Lease?

- Yes
 No

If yes, has a letter been provided from the buyer(s) for the land stating that they are aware that they are purchasing a rental Crown lease?

- Yes
 No

Conflict of interest declaration

Does the applicant or lessee have any association with a delegate of the Territory Planning Authority or an entity likely to be consulted during the assessment process?

- Yes
o Please identify who: _____
o Details of the conflict: _____
 No

NOTE: There are penalties for deliberately giving false and misleading information. The Territory Planning Authority or Planning Minister may revoke an approval if satisfied that the approval was obtained by fraud or misrepresentation.

Other requirements

Lodgement and payment

A valid application for consent to transfer comprises a completed application for consent to transfer form accompanied by **all** of the required information or documents necessary for the application to be considered for approval. An application for consent to transfer is not lodged until all fees are paid.

Payment can be made at <https://forms.act.gov.au/smartforms/servlet/SmartForm.html?formCode=1215&tmFormVersion>

If the documentation is not acceptable for lodgement, you will receive written advice detailing the additional information required and/or any issues with your application. Once these documents are provided, the Territory Planning Authority will recommence the documentation check.

Applicant, lessee and buyer declaration

I/we the undersigned, hereby apply for approval for consent to transfer on the land specified in this application;

I/we declare that all the information given on this form and its attachments is true and complete;

I/we declare that this application is accompanied by all of the required information or documents for it to be considered;

I/we understand that this application will be considered lodged once the relevant application fees have been paid.

I/we understand that the documentation provided will be considered to be the relevant documentation associated with this application.

I/we the undersigned appoint the applicant whose signature appears below to act on my/our behalf in relation to this application for consent to transfer. This authorises the applicant to pay all application fees and liaise with EPSDD when required, alter, amend or provide further information as necessary and receive any communications relating to this application for consent to transfer.

I/we the undersigned buyers undertake to comply with the building and development covenants contained within the Crown lease on the land specified in this application.

If lodging on behalf of a company or organization:

I/we declare that I/we have the appropriate delegation or authority to sign on behalf of the company, organization or government agency

Applicant signature: _____ **Date:** _____

First lessee signature: _____ **Date:** _____

Second lessee signature: _____ **Date:** _____

First buyer signature: _____ **Date:** _____

Second buyer signature: _____ **Date:** _____

Please make sure you complete the documentation requirements checklist at the end of this form

Documentation requirements – definitions and checklist

Documentation Requirement	Required Information	Office Use Only
Evidence supporting the seller(s) reason for transferring the land	Evidence supporting the reasons stated in the seller(s) statutory declaration as to why the land is being transferred, i.e. financial, personal or unforeseen circumstance (e.g. declined loan, letter from an accountant, certificate from a doctor, moving interstate).	<input type="checkbox"/> Supplied <input type="checkbox"/> Not required
Building contract between the seller(s) and the buyer(s)	Copy of the relevant pages that contain the following information: <ul style="list-style-type: none"> • details of the land being transferred • details of the buyer(s) • details of the builder (must be the same name as registered on the Crown lease being transferred) • signatures of the buyer(s) • signature of the builder • the cost of the building work to construct the dwelling. 	<input type="checkbox"/> Supplied <input type="checkbox"/> Not required
Evidence of financial capacity from the buyer(s)	Provide one or more of the following documents (or like documents): <ul style="list-style-type: none"> • loan approval(s) from a financial institution connected to the buyer(s) AND the land being transferred • current bank statements in the buyer(s) name (not less than 4 weeks old) • current line of credit statement in the buyer(s) name; • deposit copies of trust accounts or receipts connected to the buyer • gifted money – statutory declaration from person gifting money AND evidence that that person has the money (eg. recent bank statement in persons name) • internet bank statements are not accepted if the account holders details 	<input type="checkbox"/> Supplied <input type="checkbox"/> Not required

Documentation Requirement	Required Information	Office Use Only
	<p>are not on the printout.</p> <ul style="list-style-type: none"> Letter from an accountant connected to the block and stating that the buyer(s) have the financial capacity to both purchase the land and construct a dwelling. 	
Building covenants (Required if relevant)	<p>If the Crown lease building covenants have not expired provide the following:</p> <ul style="list-style-type: none"> A letter from the buyer(s) stating the completion date within the Crown lease building covenants, that failure to build by the completion date will result in non-compliance and the buyer will be liable for any non-compliance fees incurred. <p>If the Crown lease building covenants have expired.</p> <ul style="list-style-type: none"> The Territory Planning Authority will correspond with the applicant after lodgement in relation to the non-compliance. 	<input type="checkbox"/> Supplied <input type="checkbox"/> Not required
Transfer form	<p>Available from the Access Canberra Land Titles website at https://www.accesscanberra.act.gov.au/building-and-property/land-title-lodgement-registration-and-search-forms-related-fees</p> <ul style="list-style-type: none"> block, section and suburb volume and folio numbers (where Crown lease is registered) consideration amount development status seller(s) details as registered on Crown lease buyer(s) details as to appear on Crown lease seller(s) signature and witness' signature buyer(s) signature and witness' signature 	<input type="checkbox"/> Supplied <input type="checkbox"/> Not required
Land rent scheme Crown lease (Required if relevant)	<p>If the Crown lease is a rental lease has a letter been provided from the:</p> <ul style="list-style-type: none"> buyer(s) stating that they are aware that they are purchasing a rental Crown lease. 	<input type="checkbox"/> Supplied <input type="checkbox"/> Not required

Privacy Notice

The personal information on this form is being collected to enable processing of your application. The collection of personal information is authorised by the *Planning Act 2023*. The information that you provide may be disclosed to the ACT Revenue Office, the Australian Valuation Office and the Registrar-General's Office. The information may be accessed by other government agencies, ACTEWAGL, ACTEW Corporation and other commercial organisations interested in development and building information. The EPSDD Information Privacy Policy can be found at www.environment.act.gov.au

Contact Details:

Environment, Planning and Sustainable Development Directorate
 (Holidays)
 Customer Service Centres
 GPO Box 158, Canberra City 2601
 480 Northbourne Avenue Dickson ACT 2602

Business Hours: 8.30am to 4.30pm weekdays (excluding Public
 Holidays)
 Phone: (02) 6207 1923
 Email: Leasing@act.gov.au
 Website: www.planning.act.gov.au

Leasing Services
Statutory Planning | Environment, Planning
and Sustainable Development Directorate
ACT Government
480 Northbourne Avenue
DICKSON ACT 2602

Email:
leasing@act.gov.au

Dear Sir/Madam

**Request for Consent to First Transfer
Acknowledgement Letter -
Block 10 Section 94 Denman Prospect**

I am/we are the proposed buyer/s of Block 10 Section 94 Denman Prospect from HKG Investments P/L.

I/we acknowledge the terms of the crown lease and associated memorandum of provisions, specifically the building covenants completion date of 3 October 2025.

I am/we are aware that failure to complete my/our dwelling by the building covenants completion date will result in non-compliance, and that I/we will be liable for any non-compliance fees (including extension of time fees) which may be applicable from the above date onwards.

Yours faithfully

Date:

Homes for Homes Donation Deed (Charge): ACT

Australia has a chronic shortage of social and affordable houses, projections show that the gap in supply will grow to one million by 2030. Homes for Homes is a not for profit initiative that raises funding from voluntary **tax-deductible donations** by vendors of registered properties (0.1% at time of sale). Homes for Homes then grants funding to increase the supply of social and affordable dwellings, reducing homelessness in Australia.

To support Homes for Homes, a property owner registers their property by completing and signing this Donation Deed and returning to Homes for Homes, GPO Box 4911, Melbourne, VIC, 3001.

Deed is made between the Owner

Date 14/05/2021

Owner 1: First name:

Surname:

Company (if owner is a company, not an individual): Capital Estate Developments Pty Limited ACN 137 573 623

Phone: 02 6175 3300

Email: sales@capitalestate.com.au

Street no. and name: 21 Terminal Avenue

Suburb: Canberra Airport

State: ACT

Postcode: 2609

Owner 2: First name:

Surname:

Company (if owner is a company, not an individual):

Phone:

Email:

Street no. and name:

Suburb:

State:

Postcode:

and Homes for Homes

Homes for Homes Limited ACN 143 151 544 of GPO Box 4911, Melbourne, VIC, 3001 (Homes for Homes)

Property:

The Property known as (Property address):

Street no. and name: Denman Prospect North

Suburb: Denman Prospect

State: ACT

Postcode: 2611

If known, please complete the below:

Certificate of Title Volume:

Folio: 2362:23 & 3005:496

District / Division: Denman Prospect

Unit:

Section: 1

Block: 11, 12 & 13

The Owner agrees to donate 0.1% of the Property Sale Price to Homes for Homes, upon sale of the Property.

Executed as a Deed:

Signed, sealed and delivered by the Owner:

Owner 1 Name/company name Capital Estate Developments

Sign here >

Witnessed by Name: Gabble Foster

Sign here >

Owner 2 Name/company name

Sign here >

Witnessed by Name:

Sign here >

Signed sealed and delivered by an authorised signatory of Homes for Homes Limited:

Homes for Homes Name: Jon Whitehead

Signature

Witnessed by Name: Nicholas Andrijic

Signature

This Deed provides as follows:

1. Promise

- (a) When the Owner completes the sale of the Property, the Owner promises to Homes for Homes to donate 0.1% of the Sale Price of the Property to Homes for Homes (**Donation**).
- (b) The promise set out above will benefit and be enforceable by Homes for Homes or its permitted assigns.
- (c) The Owner agrees that this Deed binds, and will be enforceable against, the successors in title and registered proprietors from time to time of the Property.
- (d) The promises set out above will bind and be enforceable against every registered proprietor from time to time of the Property.
- (e) To the extent that there is more than one registered proprietor of the Property from time to time, the Owner covenants that this Deed binds each and every registered proprietor of the Property from time to time.

2. Sale of Property

- (a) On or before the Settlement Date, the Owner agrees to:
 - (i) Notify Homes for Homes that the Owner has agreed to sell the Property and details of the Sale Price, Owner, Property and Incoming Owner (**Details**); and
 - (ii) Make the Donation.
- (b) On receipt of the Donation and Details, Homes for Homes will issue a tax-deductible receipt for the Donation to the Owner.

3. Charge

- (a) The Owner grants a fixed charge over all of its interest and the interest of successors in title and registered proprietors from time to time in the Property to Homes for Homes as security for the due and punctual payment of the Donation each time the Property is sold / re-sold (**Charge**).
- (b) Homes for Homes acknowledges that the Charge will rank in priority after, and be subordinate to, any other encumbrances over the Property whether created before or after the Charge.
- (c) The Owner acknowledges that the Charge runs with the Property and gives Homes for Homes an equitable interest in the Property for the purpose of lodging a caveat on the certificate of title to the Property to give notice of equitable interest provided such caveat will allow dealings with the Property in priority to the interest of Homes for Homes.
- (d) If the Owner or any registered mortgagee requires consent to a dealing, Homes for Homes hereby consents to such dealing. If the Owner or any registered mortgagee requires specific written consent, Homes for Homes will provide consent on request and receiving relevant Details from the Owner or any such registered mortgagee.

4. Termination

The Owner's obligations under this Deed to Homes for Homes will automatically terminate and the terms of this Deed will be of no force or effect if the Owner notifies Homes for Homes in writing that the Owner no longer wishes to participate in Homes for Homes and make the Donation.

5. Discharge of the Charge

If a current Owner notifies Homes for Homes in writing that the Owner no longer wishes to participate in Homes for Homes and make the Donation, Homes for Homes agrees to discharge the Charge by instructing Homes for Homes' legal representative to lodge a withdrawal of caveat removing all of Homes for Homes' interest in the Property.

6. Privacy

Owner consents to the collection, use and disclosure of my personal information by Homes for Homes for the purposes of:

- (a) Entering into, administering and completing this Deed;
- (b) Disclosure to any third party who has a right or entitlement to share in the monies paid or payable to Homes for Homes under this Deed; and
- (c) Otherwise, in circumstances where Homes for Homes is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act 1988 (Cth).

7. General

The Owner will do all things and execute all documents necessary to give full effect to this Deed and the transactions contemplated by it.

8. Definitions and interpretation

8.1 Definitions in this Deed

- (a) **Homes for Homes** means the charitable initiative conducted by Homes for Homes Limited for the purpose of Homes for Homes raising funds from Donations and allocating / investing available funds to increase supply of social and affordable dwellings.
- (b) **Incoming Owner** means a purchaser, buyer or transferee of the Property from the Owner.
- (c) **Owner** means the current registered proprietor of the Property. When the Property was first participated in Homes for Homes, the Owner of the Property at that time is named in this Deed.
- (d) **Sale Price** means the price at which the Property is sold by the Owner (excluding GST).
- (e) **Settlement Date** means the date on which the Owner transfers the title to the Property to a third party and receives settlement funds.

8.2 Interpretation

- (a) The singular includes the plural and the plural includes the singular.
- (b) Words of any gender include all genders.
- (c) A reference to a party to a document includes that party's successors in title and registered proprietors from time to time of the Property.
- (d) To the extent that the Property contains multiple lots or parts, this Deed applies to each lot or part severally.

8.3 Counterparts

- (a) This Deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Deed by signing any counterpart.



CAVEAT

Form 036 - X

Land Titles Act 1925

I/We forbid the registration of any instrument affecting the land stated below in the "Action required by this Caveat" section of the form, unless this Caveat is withdrawn by me/us or by order of the court or lapses fully or partially in order to allow registration of an instrument.

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
CLAYTON UTZ LAWYERS	Conveyancing@claytonutz.com	02 6279 4036

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
	DENMAN PROPSECT			

CAVEATOR (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS (including postcode)
HOMES FOR HOMES LIMITED ACN 143 151 544	GPO Box 4911 MELBOURNE VIC 3001

REPRESENTING SOLICITOR DETAILS FOR CAVEATOR (Complete if applicable – otherwise state below "Not Applicable")		
Name of Firm	Solicitor Email Address	Solicitor Name

FORM OF TENANCY – (to be completed where more than one Caveator is listed)

Joint Tenants
 Tenants in Common in Equal Shares
 Tenants in Common in (the following shares) - (Please state Caveator's name and shares out in full)

REGISTERED PROPRIETOR/S (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS (including postcode)
CAPITAL ESTATE DEVELOPMENTS PTY LIMITED ACN 137 573 623	Level 4, Plaza Offices West, 21 Terminal Avenue, Canberra Airport ACT 2609

NATURE OF THE ESTATE OR INTEREST IN THE LAND (for information regarding what is considered a caveatable interest see instructions)

An equitable interest as charge pursuant to a charge granted under the Homes for Homes Donation Deed between the Caveator and Capital Estate Developments Pty Limited to secure payment of 0.1% of the sale proceeds upon the sale of the Land

ADDRESS FOR SERVICE OF NOTICES FOR THE CAVEATOR (Must be an address in the Australian Capital Territory – including postcode)
PO Box 253 Canberra ACT 2601

ACTION REQUIRED BY THIS CAVEAT (Tick the appropriate box – one box should be Ticked)

- (a) Prevention of all instruments with the land (refer to statutory exceptions overleaf)
- (b) Prevention of all instruments with the land other than those dealings as identified at S104(5) *Land Titles Act 1925*
- (c) Prevention of instruments as follows: Transfer without Caveator's consent

STATUTORY DECLARATION

(must be an individual – a corporation cannot make a declaration – this form cannot be executed under Power of Attorney)

I, _____ of Level 10, 2 Phillip Law Street, Canberra, Clayton Utz,

Legal Practitioner (occupation)

~~I am the caveator~~ / I act for the caveator in the capacity of (please state) – Legal adviser

I/we declare that to the best of my knowledge, information and belief, that the Caveator has a good and valid claim to the Estate and Interest set out in "Nature of Estate or Interest in the land"; and the caveat does not require leave of the Supreme Court (S107c(1) *Land Titles Act 1925*).

And I make this solemn declaration by virtue of the *Statutory Declarations Act 1959*, and subject to the penalties provided by that Act for the making of false declarations, conscientiously believing the statements contain in this declaration to be true in every particular.

STUATUTORY DECLARATION EXECUTION

Declared at Canberra on the _____ day of 2020	Full name, qualification* and address of person before whom the declaration is made (in printed letters) (*Must be authorised under the <i>Statutory Declarations Act 1959</i>)
Signature of person making the declaration	Signature of person before whom the declaration is made

OFFICE USE ONLY

Lodged by		Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	
Registration date		Production number	

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Denman Prospect Section 94 Block 10 on Deposited Plan 16048

Lease commenced on 04/10/2023, granted on 04/10/2023, terminating on 03/10/2122

Area is 663 square metres or thereabouts

Proprietor

HKG INVESTMENTS PTY LTD

17/27 YALLOURN STREET, FYSHWICK ACT 2609

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 3018 Folio 293**

Restrictions

Market Value Lease: Applies For Term Of Lease

Memorandum of Provisions applies: Refer MOP 2000049

Purpose Clause: Refer Crown Lease

S.298 Planning and Development Act 2007: Current

Restrictive Covenant: Created By T 3310370

Registered Date	Dealing Number	Description
27/10/2023	3277328	Caveat by Homes for Homes Limited (ACN: 143 151 544)
01/05/2024	3310372	Mortgage to National Australia Bank Limited (ACN: 004 044 937)
29/05/2024	3316288	Overriding First Charge in favour of Commissioner for Revenue under Section 56H (1) of the Taxation Administration Act 1999 with first priority

End of interests



Chief Minister, Tre



3277328

CAVEAT

Form 036 - X

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Clayton Utz	conveyancing@claytonutz.com	80171326	6279 4036

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
3018:293	Denman Prospect	94	10	

REGISTERED PROPRIETOR/S (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS (including postcode)
CAPITAL ESTATE DEVELOPMENTS PTY LIMITED ACN 137 573 623	Level 4 Plaza Offices - West, Terminal Avenue, CANBERRA AIRPORT ACT 2609

CAVEATOR (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS (including postcode)
HOMES FOR HOMES LIMITED ACN 143 151 544	GPO Box 4911 MELBOURNE VIC 3001

FORM OF TENANCY – (to be completed where more than one Caveator is listed)

Joint Tenants Tenants in Common in (the following shares) - (Please state Caveator's name and shares out in full)

ADDRESS FOR SERVICE OF NOTICES FOR THE CAVEATOR (Must be an address in the Australian Capital Territory – including postcode)	EMAIL ADDRESS FOR SERVICE OF NOTICES FOR THE CAVEATOR (optional)
PO Box 253 Canberra ACT 2601	enquiries@homesforhomes.org.au

NATURE OF THE ESTATE OR INTEREST IN THE LAND (for information, see guidance notes)

An equitable interest as charge pursuant to a charge granted under the Homes for Homes Donation Deed between the Caveator and Capital Estate Developments Pty Limited to secure payment of 0.1% of the sale proceeds upon the sale of the Land

REPRESENTING SOLICITOR DETAILS FOR CAVEATOR (Complete if applicable – otherwise state below "Not Applicable")		
Name of Firm	Solicitor Email Address	Solicitor Name
Clayton Utz	conveyancing@claytonutz.com	Alfonso del Rio

ACTION REQUIRED BY THIS CAVEAT (Tick the appropriate box – one box should be Ticked)		
(a)	Prevention of all instruments with the land (refer to statutory exceptions overleaf).	<input type="checkbox"/>
(b)	Prevention of all instruments with the land other than those dealings as identified at S104(5) Land Titles Act 1925	<input type="checkbox"/>
(c)	Prevention of instruments as follows; Transfer	<input checked="" type="checkbox"/>

CERTIFICATION *Delete the inapplicable

Caveator

- *The Certifier has taken reasonable steps to verify the identity of the Caveator or his, her or its administrator or attorney.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:



Alfonso del Rio
Legal Practitioner
for: Clayton Utz Lawyers

on behalf of the Caveator

OFFICE USE ONLY

Lodged by		Registered date / by	LMT - 27/10/2023
Data entered by		Attachments/Annexures	



COPY

CAPITAL ESTATE DEVELOPMENTS PTY LIMITED
Level 4 Plaza Offices-West Terminal Avenue
Canberra Airport ACT 2609

NOTICE TO REGISTERED PROPRIETOR OF LODGEMENT OF CAVEAT

Section 105(1) Land Titles Act 1925

This letter is to provide notice that a caveat has been lodged with this office affecting the land of which you are the registered owner. A copy of the caveat is attached (interest in land provided).

A caveat is a document, which is entered in the land titles register to protect an interest in land. The existence of a caveat on the register relating to your land does not give the caveator the right to do anything with the land. However, it does prevent the registration of any change in the register until notice of that change has been given to the caveator.

Upon receiving notice of any proposed changes in the register relating to your land the caveator may apply to the Supreme Court for an order preventing the registration of that change. If the caveator elects not to seek such an order the changes can be registered.

The caveat will remain on the register until it is withdrawn or otherwise disposed of. You should seek independent legal advice if you require further information regarding the caveat and its effect.

LAND AFFECTED BY CAVEAT

VOL:FOL	DIVISION:SECTION:BLOCK:UNIT
3018:293	Denman Prospect:94:10:

CAVEAT NUMBER

3277328

CAVEATOR

Homes for Homes Limited

REGISTERED PROPRIETOR(S)

CAPITAL ESTATE DEVELOPMENTS PTY LIMITED

Leanne Taunton
Deputy Registrar-General
27/10/2023

Access Canberra
Land Titles
GPO Box 158 Canberra ACT 2601
Phone 132 281
ABN 68 367 113 536



3316288

OVER-RIDING STATUTORY CHARGE

OC

Land Titles Act 1925

The applicant is a person who is entitled to benefit from a statutory charge, and applies to have a statutory charge on the land described below and recorded in the register pursuant to the grounds set out below.

Note - After registration of this document, this encumbrance will have priority on title.

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Commissioner for ACT Revenue	debtmanagement@act.gov.au	02 6207 0028

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
3018:293	Denman Prospect	94	10	

FULL NAME OF REGISTERED PROPRIETOR/S (Surname Last) (ACN required for all companies)
HKG INVESTMENTS PTY LTD(ACN 651699400)

APPLICANT / CHARGEЕ FULL NAME AND ADDRESS (Surname Last) (ACN required for all companies)
Commissioner for ACT Revenue – GPO Box 293 Canberra ACT 2601

DETAILS OF STATUTORY CHARGE TO BE REGISTERED
Pursuant to section 56H of the <i>Taxation Administration Act 1999</i> , tax payable to the Commissioner for ACT Revenue is a charge on land.

CERTIFICATION <i>*Delete the inapplicable</i>
Applicant
<p>*The Certifier has taken reasonable steps to verify the identity of the Applicant or his, her or its administrator or attorney.</p> <p>*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.</p> <p>*The Certifier has retained the evidence to support this Registry Instrument or Document.</p> <p>*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.</p>
<p>Signed By:</p> <p>Name : Sungeun Dalton Delegate for the Commissioner of ACT Revenue On the: 29 May 2024 for: ACT Revenue Office on behalf of the Applicant</p>
<p>Witness name: Amanda Smith ACT Revenue Office, GPO BOX 293, Canberra ACT 2601 Witness signature: </p>

OFFICE USE ONLY			
Lodged/Data by		Registered by/date	LMT - 29/05/2024

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



AUSTRALIAN CAPITAL
TERRITORY
CROWN LEASE

3018

Volume

293

Folio

2,000,049

MOP No.

No

Annexure

PLANNING AND DEVELOPMENT Act 2007

AUSTRALIAN CAPITAL TERRITORY (PLANNING AND LAND MANAGEMENT) Act 1998 (C'th) ss. 29, 30 & 31

THE PLANNING AND LAND AUTHORITY ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA IN EXERCISING ITS FUNCTIONS GRANTS TO THE LESSEE A LEASE OF THE LAND UNDER THE PLANNING AND DEVELOPMENT ACT 2007 FOR THE TERM AND SUBJECT TO THE PROVISIONS SET OUT BELOW.

THE MEMORANDUM OF PROVISIONS (MOP) No 2,000,049 REGISTERED IN THE REGISTRAR-GENERAL'S OFFICE AND/OR ANY PROVISIONS SET OUT IN ANY ANNEXURE ARE PART OF THIS LEASE.

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	DEPOSITED PLAN	APPROXIMATE AREA
DENMAN PROSPECT	94	10	16048	663 square metres

2. LESSEE'S NAME AND ADDRESS

CAPITAL ESTATE DEVELOPMENTS PTY LIMITED A.C.N. 137 573 623 having its registered office at Level 4, Plaza Offices – West, Terminal Avenue Canberra Airport ACT

3. FORM OF TENANCY

SOLE PROPRIETOR

4. TERM

GRANT DATE: 4 OCT 2023 TERM IN YEARS: 99 FROM THE COMMENCEMENT DATE
COMMENCEMENT DATE: 4 OCT 2023 EXPIRY DATE: 3 OCT 2122

5. PURPOSE

SINGLE DWELLING HOUSING.

6. RESERVATIONS AND STATUTORY RESTRICTIONS

THE STATUTORY RESTRICTION(S) IS/ARE:
SECTION 298 OF THE PLANNING AND DEVELOPMENT ACT 2007.

7. VARIATIONS TO MEMORANDUM OF PROVISIONS

Not Applicable

8. EXECUTION

SIGNED BY

**Capital Estate Developments Pty
Limited** by its attorney **Alfonso del Rio
Partner Clayton Utz** pursuant to Power of
Attorney ACT Registration No. 0143707



Signature of Attorney

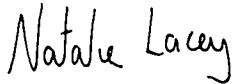


Signature of Witness

Carol Axiotis

Name of Witness in full

SIGNED BY A DELEGATE AUTHORISED TO EXECUTE THIS LEASE ON BEHALF OF THE COMMONWEALTH:



SIGNATURE

Natalie Maree Lacey

NAME OF SIGNATORY (BLOCK LETTERS)



SIGNATURE OF WITNESS

Jaeyoung Park

OFFICE USE ONLY

EXAMINED

VOLUME: FOLIO 3018:293

REGISTERED: LMT

DATE: 26/10/2023



ACT
Government

Justice and Community Safety

OFFICE OF REG
ACT Justice and Community

mop

2000049

MEMORANDUM OF PROVISIONS

Form 049 - MOP

Land Titles Act 1925

This memorandum contains provisions that are intended for inclusion in instruments to be lodged for registration by:

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Monica Saad	Environment and Sustainable Development Directorate, 16 Challis Street, Dickson ACT 2602	6207 2112



NAME OF ORGANISATION WHO DEVELOPED THE MOP (Applicant)
ENVIRONMENT AND SUSTAINABLE DEVELOPMENT DIRECTORATE


NATURE OF INSTRUMENT TYPE (For Example – Memorandum of Sublease)
MEMORANDUM OF PROVISIONS

PROVISIONS (Please state provisions in full. If not enough space provided, please use Form 029 – ANN - Annexure)

I, Monica Saad, being a delegate of the Environment and Sustainable Development Directorate (ESDD) in exercising its functions, APPLY to you to register the attached Memorandum of Provisions. I certify that this memorandum (comprising five (5) pages) is lodged on behalf of ESDD and contains provisions that are to be incorporated by reference in such Crown leases as referred to this memorandum.

Memorandum of Provisions No. 2,000,049 is submitted herewith in accordance with section 103A of the Land Titles Act 1925.

EXECUTION	
Print full name of Applicant/Applicant's Solicitor MONICA SAAD  Signature or common seal of applicant Dated - 17 April 2014	Print full name and address of witness Environment & Sustainable Development Directorate Dame Pattie Menzies House 16 Challis Street DICKSON ACT 2602 Signature of witness  Dated - 17 April 2014

OFFICE USE ONLY			
Lodged by		Attachments / Annexures	
Data entered by			
Registered by		Registration Date	28 APR 2014

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

Memorandum Of Provisions

Memorandum of Provisions No.2,000,049

1. INTERPRETATION

IN THIS LEASE, unless the contrary intention appears, the following terms mean:

- 1.1 'Act' - the Planning and Development Act 2007;
- 1.2 'Authority' – the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- 1.3 'Building' - any building, structure or improvement on or under the Land;
- 1.4 'Class' - for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- 1.5 'Commencement Date' - the Commencement Date specified in item 4;
- 1.6 'Commonwealth' – the Commonwealth of Australia;
- 1.7 'Dwelling' -
- (a) means a Class 1 building, or a self-contained part of a Class 2 building, that:
 - (i) 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
 - (ii) 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
 - (b) includes any ancillary parts of the building and any Class 10a buildings associated with the building;
- 1.8 'Land' - the Land specified in item 1;

- 1.9 'Lease' - the Crown lease incorporating these provisions;
- 1.10 'Lessee' includes:
- (a) where the Lessee is or includes a person, the executors, administrators and assigns of that person; and
 - (b) where the Lessee is or includes a corporation, the successors and assigns of that corporation;
- 1.11 'Multi-unit housing' means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- 1.12 'Premises' - the Land and any Building at any time on the Land;
- 1.13 'Purpose' - the purpose specified in item 5;
- 1.14 'Single dwelling housing' means the use of land for residential purposes for a single dwelling only;
- 1.15 'Territory':
- (a) when used in a geographical sense, the Australian Capital Territory; and
 - (b) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- 1.16 Where the Lessee comprises two or more persons or corporations, an agreement by the Lessee binds them jointly and individually;
- 1.17 The singular includes the plural and vice versa;
- 1.18 A reference to one gender includes the other genders;
- 1.19 A reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute;
- 1.20 A reference to an item is a reference to the corresponding item in the Lease.

2. LESSEE'S OBLIGATIONS

The Lessee must:

RENT

- 2.1 pay to the Authority the rent of 5 cents per annum if and when demanded;

BUILDING SUBJECT TO APPROVAL

- 2.2 not, without the prior written approval of the Authority, except where exempt by law, construct any Building, or make any structural alterations in or to any Building;

COMPLETE CONSTRUCTION

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

UNDERGROUND FACILITIES

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

PURPOSE

- 2.5 use the Land for the Purpose;

PRESERVATION OF TREES

- 2.6 during the period allowed for construction, not damage or remove trees identified in a development approval for retention or to which the Tree Protection Act 2005 applies, without the prior written approval of the Territory;

SOLID FUEL HEATING SYSTEM

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

REPAIR AND MAINTAIN

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

RIGHT OF INSPECTION

- 2.9 subject to the Act, permit anyone authorised by the Authority to enter and inspect the Premises at all reasonable times and in any reasonable manner;

RATES AND CHARGES

- 2.10 pay all rates, taxes, charges and other statutory outgoings, which become payable on or in respect of the Land, as they fall due;

CLEAN AND TIDY

- 2.11 at all times, keep the Premises clean, tidy and free from rubbish and other unsightly or offensive matter PROVIDED ALWAYS THAT should the Lessee fail to do so the Authority may, at the cost of the Lessee, cause any matter or thing to be removed from the Premises and restore the Premises to a clean and tidy condition.

3. MUTUAL OBLIGATIONS

The parties agree that:

OWNERSHIP OF MINERALS AND WATER

- 3.1 all minerals on or in the Land and the right to the use, flow and control of ground water under the surface of the Land are reserved to the Territory;

FAILURE TO REPAIR AND MAINTAIN

- 3.2 if the Lessee fails to repair and maintain the Premises in accordance with clause 2.8, the Authority may, by written notice to the Lessee, require the Lessee to carry out the repairs and maintenance within a specified period of not less than one month;
- 3.3 if the Authority believes that any Building is beyond repair, the Authority may, by written notice to the Lessee, require the Lessee to:
- (a) remove the Building; and
 - (b) construct a new Building to a standard acceptable to the Authority according to approved plans;
- within a specified period of not less than one month;
- 3.4 if the Lessee fails to comply with a notice given under clause 3.2 or 3.3, the Authority may enter the Premises, with anyone else and with any necessary equipment, and carry out the work which the Lessee should have carried out. The Lessee must pay to the Authority, on demand, the costs and expenses of that work;

TERMINATION

- 3.5 if:
- (a) the Lessee at any time does not use the Land for a period of one year for the Purpose; or
 - (b) the Lessee fails to do any of the things which the Lessee has agreed to do in this Lease and that failure continues for three months (or such longer period as may be specified by the Authority) after the date of service on the

Lessee of a written notice from the Authority specifying the nature of the failure;

THEN the Authority on behalf of the Commonwealth may terminate the Lease by giving a written notice of termination to the Lessee. That termination will not adversely affect any other right or remedy which the Authority or the Commonwealth may have against the Lessee for the Lessee's failure;

- 3.6 the power of the Authority on behalf of the Commonwealth to terminate the Lease under clause 3.5 shall not be affected by:
- (a) the acceptance of rent or other money by the Authority during or after the notice has been given; or
 - (b) any delay in exercising any right, power or remedy under the Lease;

FURTHER LEASE

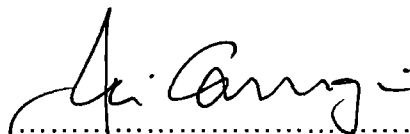
- 3.7 the Lessee will be entitled to a further Lease of the Land on such terms as the Act provides;

NOTICES

- 3.8 any written communication to the Lessee is given if signed on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Land or at the last-known address of the Lessee or affixed in a conspicuous position on the Premises;

EXERCISE OF POWERS

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



Signed by **JIM CORRIGAN**)
a delegate authorised to execute this)
Memorandum of Provisions on behalf)
of the Commonwealth)

STROMLO

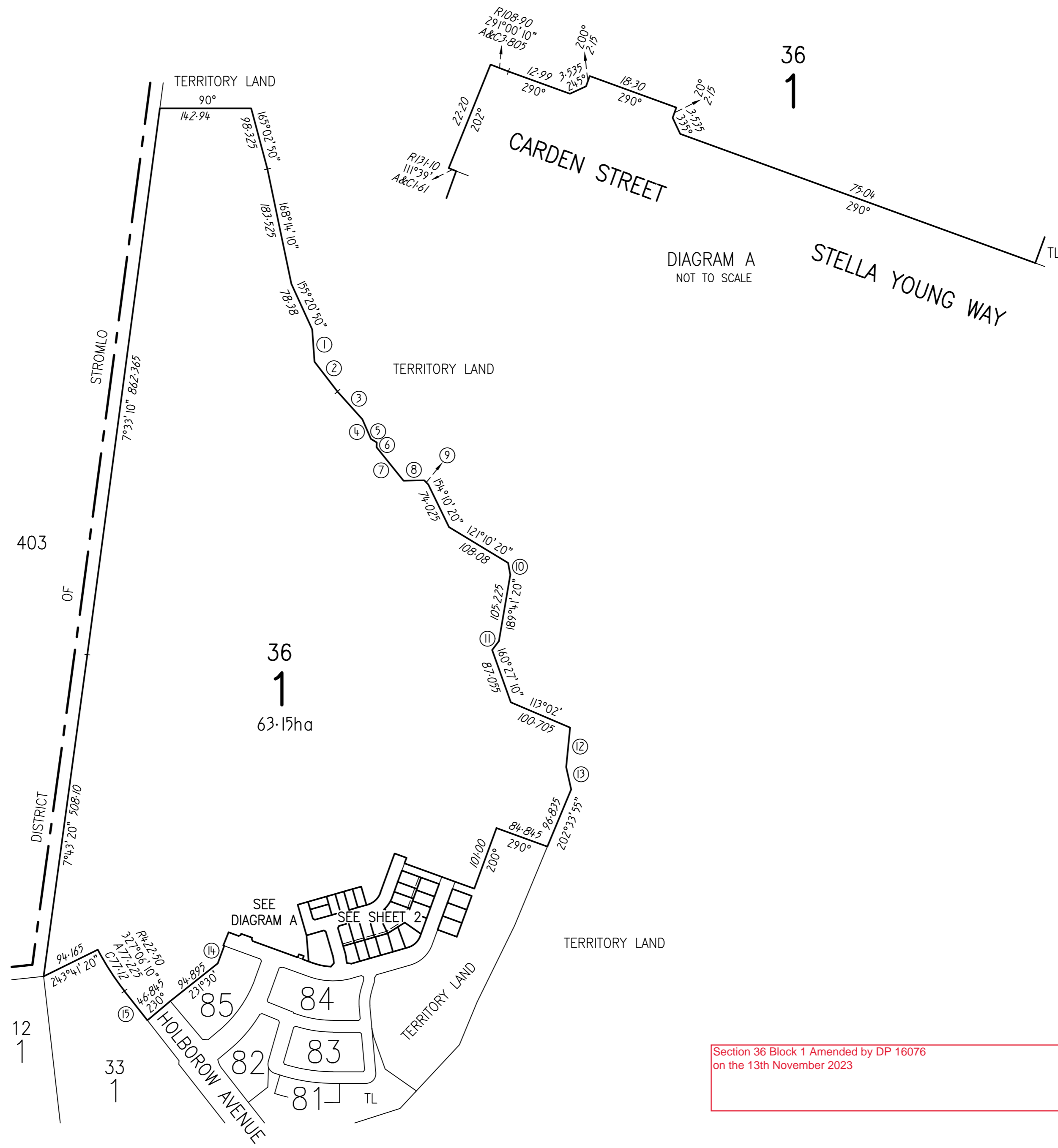


DIAGRAM A
NOT TO SCALE

36
1

36
1
63.15ha

SHORT LINE TABLE		
LINE	BEARING	DISTANCE
1	175°57' 40"	50.705
2	142°31' 40"	58.895
3	138°01' 20"	58.255
4	156°30'	33.46
5	121°10' 20"	10.68
6	181°19' 40"	7.635
7	141°08' 40"	67.165
8	88°50' 20"	32.32
9	136°17' 20"	9.235
10	169°40' 10"	18.885
11	217°15'	17.475
12	185°37' 30"	62.205
13	167°16' 20"	35.85
14	200°	29.215
15	321°52'	58.195

Section 36 Block 1 Amended by DP 16076
on the 13th November 2023

DEPOSITED PLAN

16048/1

TITLE INFORMATION

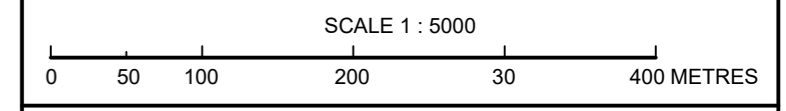
AMENDS X22664

X PLAN X22708

PLAN OF

BLOCK 36 SECTION 1
BLOCK 1 SECTION 93
BLOCKS 7-25 SECTION 94
BLOCKS 1-3 SECTION 95
BLOCKS 7-12 SECTION 97
BEING A SUBDIVISION OF
BLOCK 35 SECTION 1

DIVISION : DENMAN PROSPECT
DISTRICT : MOLONGLO VALLEY
AUSTRALIAN CAPITAL TERRITORY



I, Matthew Dean Stevenson of Lonergan Surveying Pty Ltd 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 20/07/2023

[Signature]
SURVEYORS REFERENCE 22312_S2A Date 07/09/23

I certify that this plan has been examined in accordance with the Districts Act 2002

[Signature]
14/9/2023
Date
Surveyor-General of the ACT

LEGEND AND NOTES

- Subject Boundary _____
- Adjoining Boundary _____
- Easement - - - - -
- District Boundary - - - - -

THIS PLAN IS PARTLY COMPILED FROM X22664

- (S&D) PROPOSED DRAINAGE AND SEWERAGE SERVICE EASEMENT 3.5 WIDE
- (S&D*) PROPOSED DRAINAGE AND SEWERAGE EASEMENT 3.5 WIDE

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

Deposited in the office of the Registrar of Titles at Canberra
In the Australian Capital Territory at

3:32 pm, 25/10/2023

Approved *[Signature]*
David Pryce
Registrar-General





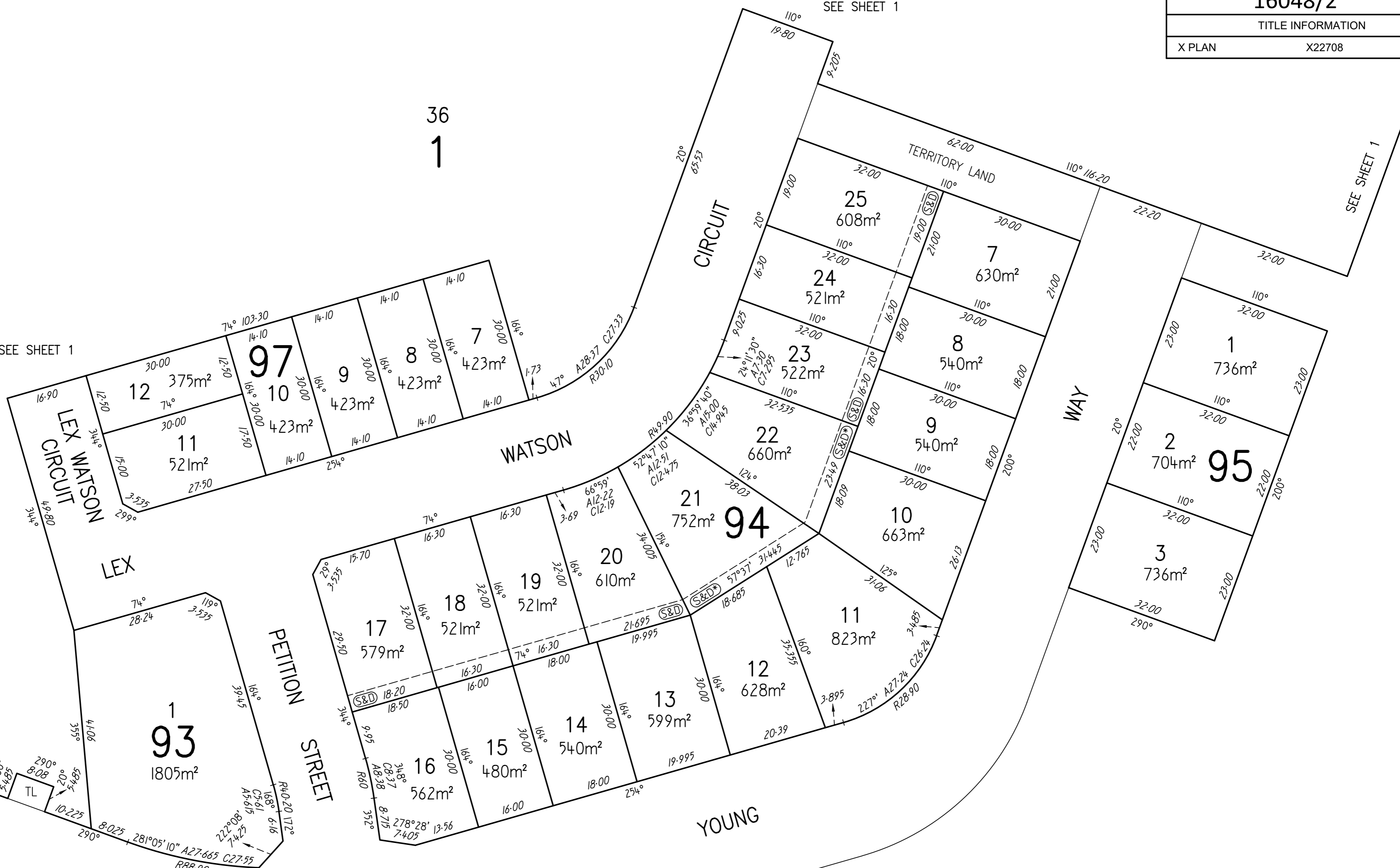
36
1

SEE SHEET 1

SEE SHEET 1

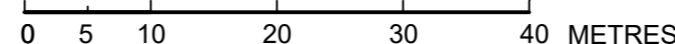
SEE SHEET 1

SEE SHEET 1



84

SCALE 1:600

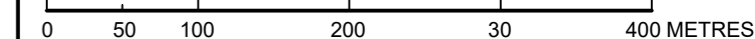


PLAN OF

BLOCK 36 SECTION 1
 BLOCK 1 SECTION 93
 BLOCKS 7-25 SECTION 94
 BLOCKS 1-3 SECTION 95
 BLOCKS 7-12 SECTION 97
 BEING A SUBDIVISION OF
 BLOCK 35 SECTION 1

DIVISION : DENMAN PROSPECT
 DISTRICT : MOLONGLO VALLEY
 AUSTRALIAN CAPITAL TERRITORY

SCALE 1 : 5000



I, Matthew Dean Stevenson of Lonergan Surveying Pty Ltd 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 20/07/2023

SURVEYORS REFERENCE 22312_S2A Date 07/09/23

I certify that this plan has been examined in accordance with the Surveyors Practice Directions and Surveyor-General Guideline No. 6.

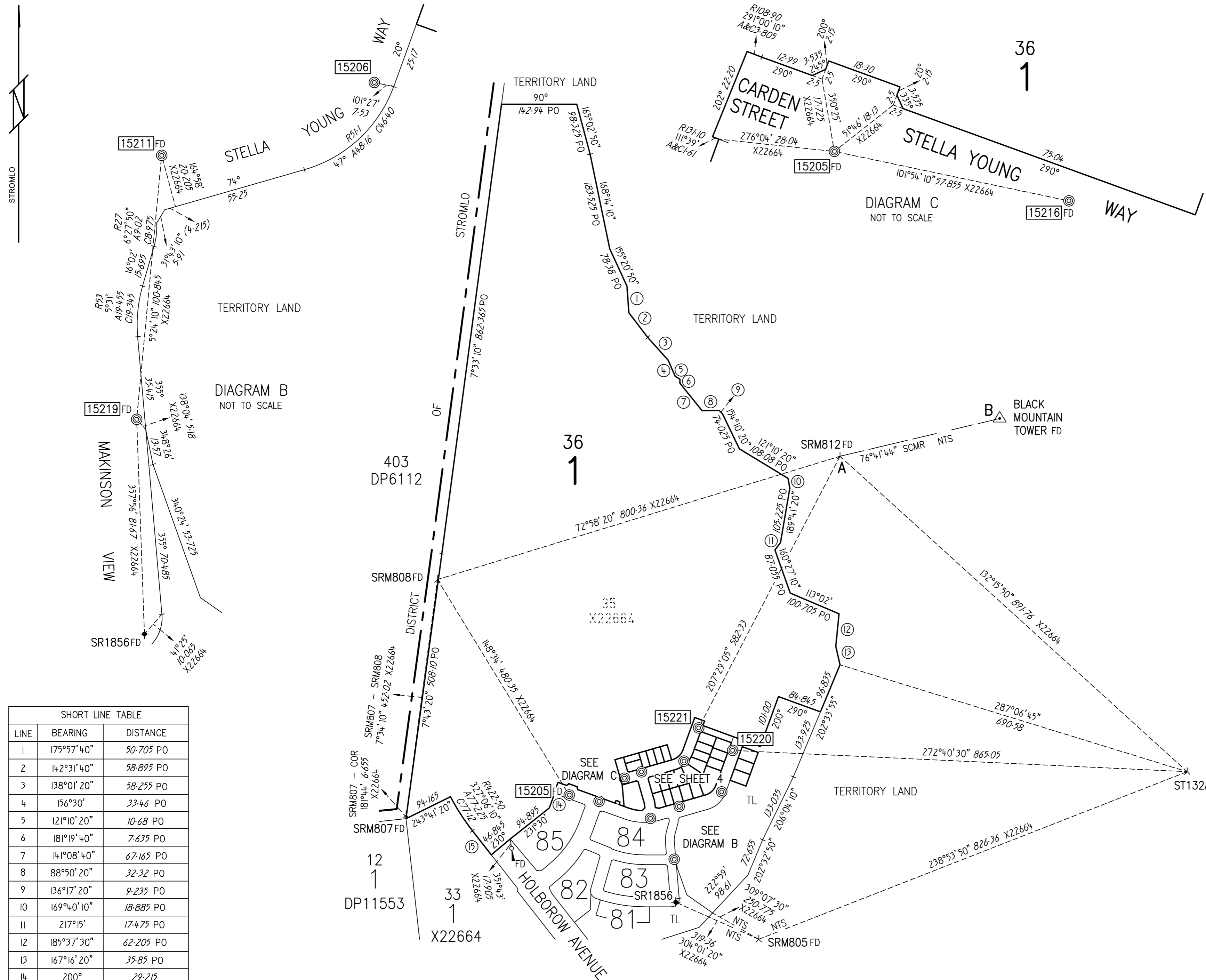
[Signature]
 14/9/2023
 Surveyor-General of the ACT Date

LEGEND AND NOTES

THIS PLAN IS PARTLY COMPILED FROM X22664

Orientation Datum Line A - B 76°41'44" SCMR
 All Easements are 2.5 metres wide (except as otherwise shown)

PLANS USED
 X22664



SHORT LINE TABLE		
LINE	BEARING	DISTANCE
1	175°57'40"	50.705 PO
2	142°31'40"	58.895 PO
3	138°01'20"	58.255 PO
4	156°30'	33.46 PO
5	121°10'20"	10.68 PO
6	181°19'40"	7.635 PO
7	141°08'40"	67.165 PO
8	88°50'20"	32.32 PO
9	136°17'20"	9.235 PO
10	169°40'10"	18.885 PO
11	217°15'	17.475 PO
12	185°37'30"	62.205 PO
13	167°16'20"	35.85 PO
14	200°	29.215
15	321°52'	58.195



**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	10	Section	94	Suburb	DENMAN PROSPECT
-------------	----------	--------------	-----------	----------------	-----------	---------------	------------------------

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 : If the property is being sold, then an Extension of Time needs to be submitted to allow a minimum of 6 months for completion of building work.

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: 06-JAN-25 08:44:17

Applicant's Name :

E-mail Address :

Client Reference :

Amanda Noy

anoy@claytonutz.com

81035582 HKG

**Did you know? Lease Conveyancing enquiries can be lodged electronically at 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

06-JAN-2025 08:44

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

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

DENMAN PROSPECT Section 94/Block 10

Area(m2): 663.2

Unimproved Value: \$790,000

Year: 2024

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.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
94	20	202443022	PLANNING ACT 2023 - PROPOSAL FOR NEW DWELLING - Construction of a new two storey dwelling with attached garage, basement, landscaping and associated works.	Approval Conditional	27-SEP-24

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 not recorded by the Environment Protection Authority regarding the contamination status of the land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

06-JAN-2025 08:44

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

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.

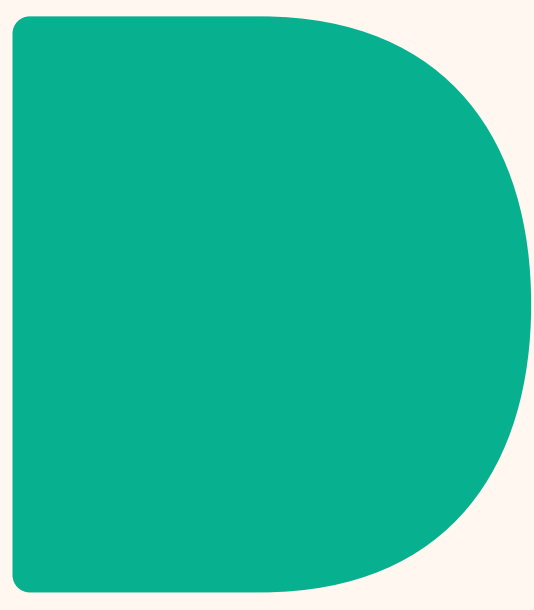
CAT CONTAINMENT AREAS

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 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 or for further information please call Access Canberra on 132281

---- END OF REPORT ----



Denman Prospect

MAP LEGEND

- Single-residential block
- Apartments/Townhouses
- Mixed Use Site
- Community Site
- Denman Village Shops
- Future Display Village
- Future Release
- Shared path
- BC Section
- Future Community Garden
- Molonglo River Corridor
- Future ACT Government School
- Denman Village Shops
- Denman Village Community and Early Learning Centre
- Evelyn Scott School (pre-school to Year 10)
- Stromlo Forest Park & Aquatic Centre
- Future Park
- Heritage Trail
- Cyclist access

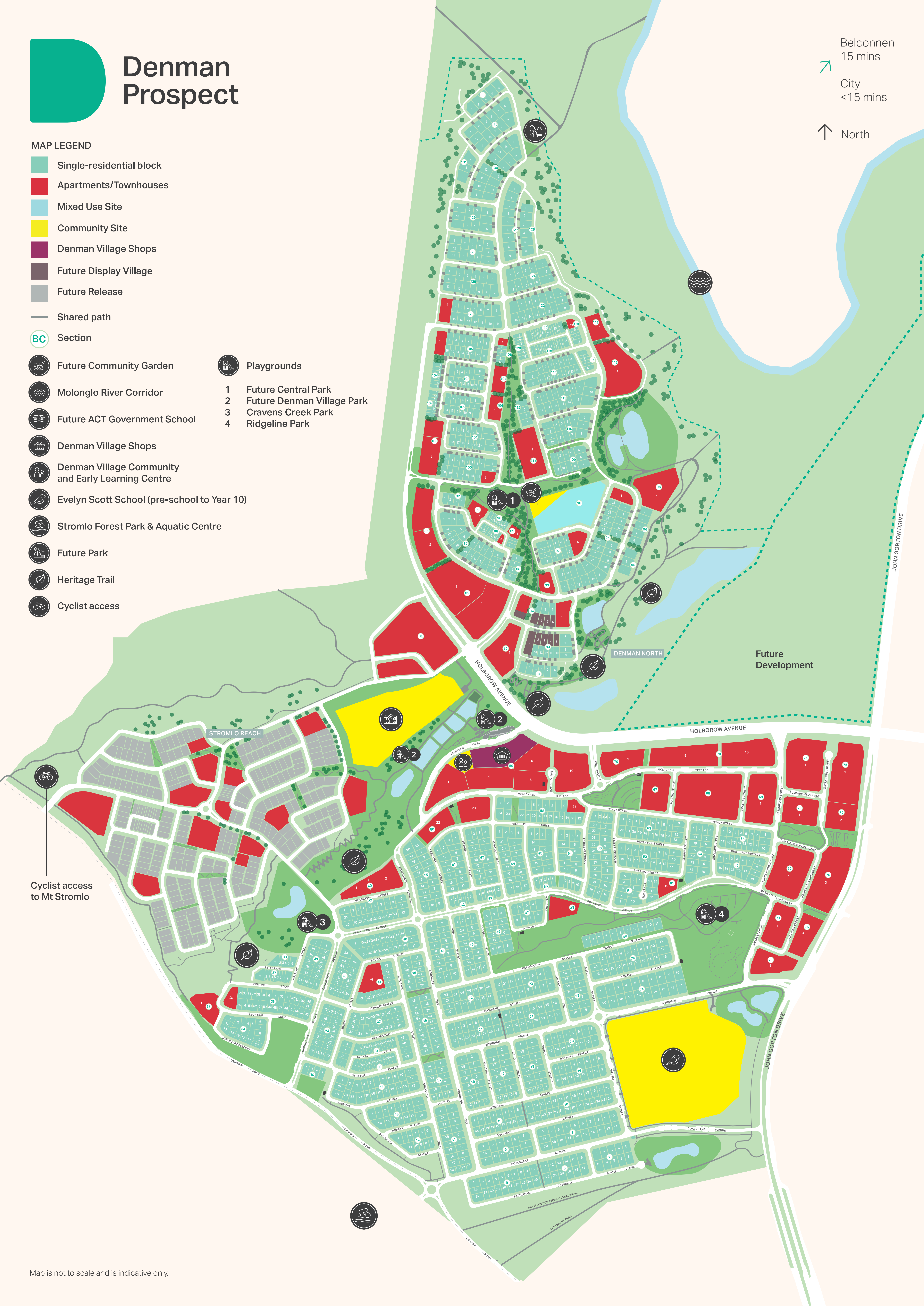
- Playgrounds
- 1 Future Central Park
- 2 Future Denman Village Park
- 3 Cravens Creek Park
- 4 Ridgeline Park

Belconnen
15 mins

City
<15 mins

North

Cyclist access to Mt Stromlo



LEGEND

STAGE BOUNDARY	
BLOCK SECTION AND IDENTIFIER	BA a
BLOCK AREA / BOUNDARY LENGTH	400m ² 4.54
3.5m COMBINED EASEMENT (Sewer and Stormwater)	
MANDATORY SIDE BOUNDARY 2 GARAGE LOCATION	
MINIMUM 0.0m SETBACK - GARAGE/CARPORT ONLY - side boundary setbacks apply for a maximum wall length of 8m	
MINIMUM 0.9m SETBACK - GARAGE/CARPORT ONLY - The maximum wall length of 8m	
MINIMUM 1.0m SETBACK - GARAGE/CARPORT ONLY - The maximum wall length of 8m	
MINIMUM 4.5m SETBACK - GARAGE ONLY	
BUILT FORM SETBACKS	
MINIMUM SETBACK 4m - ALL FLOORS	
MINIMUM SETBACK 1.5m (UPPER FLOOR LEVEL ONLY) - side boundary setbacks apply to the upper floor level to the nominated boundary within the Primary Building Zone only - Unscreened element for upper floor walls at nominated setbacks apply as per the relevant Territory Plan code	
MINIMUM 0.0m SETBACK - ALL FLOORS - Setbacks apply to all floor levels to the nominated boundary within the Primary Building Zone only - Unscreened element for walls at nominated setbacks apply as per the relevant Territory Plan code	
MINIMUM 1.0m SETBACK - UPPER FLOOR LEVEL ONLY - Side boundary setbacks apply to the upper floor level to the nominated boundary within the Primary Building Zone only - Unscreened element for upper floor walls at nominated setbacks apply as per the relevant Territory Plan code	
MINIMUM 1.5m SETBACK - ALL FLOORS - Side boundary setbacks apply to all floor levels to the nominated boundary within the Primary Building Zone only - Unscreened element for upper floor walls at nominated setbacks apply as per the relevant Territory Plan code	
MINIMUM 3.0m SETBACK - ALL FLOORS	
LIMITED DEVELOPMENT OPPORTUNITY	
MANDATORY MINIMUM 2 STOREYS	
MANDATORY 3 STOREYS	
MAXIMUM 2 STOREYS	
MAXIMUM 3 STOREYS	
MAXIMUM 4 STOREYS	
MANDATORY SURVEILLANCE BLOCK	

LEGEND

MANDATORY SIDE BOUNDARY 2 - REFER SINGLE DWELLING HOUSING DEVELOPMENT CODE	
MID SIZED BLOCK (500m ² - 549m ²). R21 OF THE SINGLE DWELLING HOUSING DEVELOPMENT CODE APPLIES	
VISITOR PARKING CONTROL - provide all visitor parking requirements as determined by the PARKING AND VEHICULAR ACCESS GENERAL CODE within the block	
POTENTIALLY NOISE AFFECTED BLOCK	
NO BUILD ZONE	
NO VEHICLE ACCESS PERMITTED	
INTEGRATED DEVELOPMENT PARCEL	
ALTERNATIVE PPOS DELIVERY PERMITTED - Principal Private Open Space permitted above the garage. All other PPOS requirements apply as per the relevant Territory Plan code	
STREETLIGHT	
STREET TREE	
DRIVEWAY LOCATION (RESIDENTIAL)	
HEAVY DUTY DRIVEWAY LOCATION	
INDICATIVE MULTI UNIT DRIVEWAY LOCATION	
INDICATIVE BUS STOP LOCATION	
SUBSTATION	
PATH (1.5 - 3.0m wide)	
UTILITY MAINTENANCE ACCESS EASEMENT Block requires utility maintenance access easement. Maintenance and emergency access routes are required where sewerage mains are located on leased land and buyers must comply with the requirements of utility providers law. Contact icon water on (02) 62483111 or talktous@iconwater.com.au for further information.	
BUILT FORM FEATURE Building feature to address the corner of the road and form a gateway feature into the Estate.	
KEY LOCATION FOR COMMERCIAL USE Such as cafe adjacent to the central park. The total limit of commercial GFA is 600m ² , and a Commercial GFA of Max. 200m ² per tenancy.	
DOUBLE FRONTAGE BUILT FORM FEATURE Blocks nominated to provide building response to both front boundaries via provision of habitable rooms that overlook both front boundaries.	
PEDESTRIAN ACCESS REQUIRED All front boundaries nominated must provide pedestrian access. Where multi unit site exceeds 10 dwellings multiple entries must be provided.	
BAL 12.5 BUILDING STANDARD TO AS 3959-2009	
GARAGE OPENING CONTROL Garage opening may exceed 50% of building facade width. Upper Floor must provide building articulation.	

LEGEND

RETAINING WALL	
RAISED PLATFORM	

LEGEND

FRONT FENCING AND COURTYARD CONTROLS

COURTYARD WALLS RULES FOR ALL BLOCKS (UNLESS NOMINATED OTHERWISE)

Courtyard Walls are permitted where Principal Private Open Space is located in the front zone. Courtyard walls are to comply with the following:

- Constructed only of brick, block or stonework, any of which may be combined with feature panels.
- Maximum height of 1.5m
- 0.7m minimum setback from the front boundary to facilitate a planting zone forward from the wall
- Where the length of wall exceeds 6m, it must be articulated by way of an increased setback for a gate and/or an articulated planting zone as follows:
 - a) Gate: A pedestrian gate entry must be setback a minimum 1.5m from front boundary
 - b) Articulated Planting Zone: An additional increased setback from the wall, of minimum of 1m.

FRONT FENCES AND COURTYARD WALLS for nominated blocks addressing Urban Open Spaces

No fences permitted to nominated front boundary(s). Courtyard walls are permitted forward of the building zone and are to comply with the following:

- Constructed only of brick, block or stonework, any of which may be combined with feature panels.
- Maximum height of 1.8m.
- 0.5m minimum setback from the front boundary to facilitate a planting zone forward from the wall
- Where the length of the wall exceeds 5m, it must be articulated by way of an increased setback for a gate and/or articulated planting zone as follows:
 - a) Gate: a pedestrian gate entry must be setback a minimum 1.5m from front boundary.
 - b) Articulated Planting Zone: An additional increased setback from the wall, of a minimum of 1m.

FRONT FENCES AND COURTYARD WALLS for nominated blocks fronting Open Spaces

Solid fences are not permitted. Courtyard walls are permitted forward of the building zone and are to comply with the following:

- Pedestrian access is mandatory and to be achieved by gates and/or pathway connections into the block.
- Constructed only of brick, block or stonework, any of which may be combined with feature panels.
- Maximum height of 1.8m.
- 1.0m minimum setback from the front boundary to facilitate a planting zone forward from the wall
- Where the length of the wall exceeds 6m, it must be articulated by way of an increased setback for a gate and/or articulated planting zone as follows:
 - a) Gate: a pedestrian gate entry must be setback a minimum 2.0m from front boundary.
 - b) Articulated Planting Zone: An additional increased setback from the wall, of a minimum of 1m.

NO FENCING PERMITTED

No fencing permitted to nominated front boundary. Landscape boundary treatment only. Where multi unit site fronts open space, landscape treatment is to provide vehicular barrier.

COMMUNITY GARDEN FENCE CONTROL

Pool type fence with rabbit proof chain link fence inlay. Maximum 1.5m height

NOTES

1. BLOCK EASEMENTS, DIMENSIONS, AREAS AND NUMBERS ARE SUBJECT TO SURVEY. REFER TO DEPOSITED PLANS FOR CONFIRMATION OF DETAILS.

2. STREET TREES, STREET LIGHTS AND SUBSTATION LOCATIONS ARE INDICATIVE ONLY.

3. ALL DIMENSIONS ARE IN METRES.

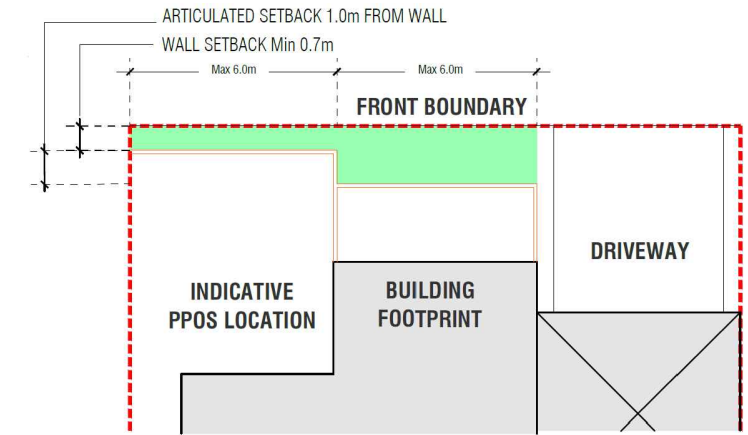


FIGURE 1. EXAMPLE - COURTYARD WALL, SHOWING ARTICULATED PLANTING ZONE SETBACK

PLANTING ZONE

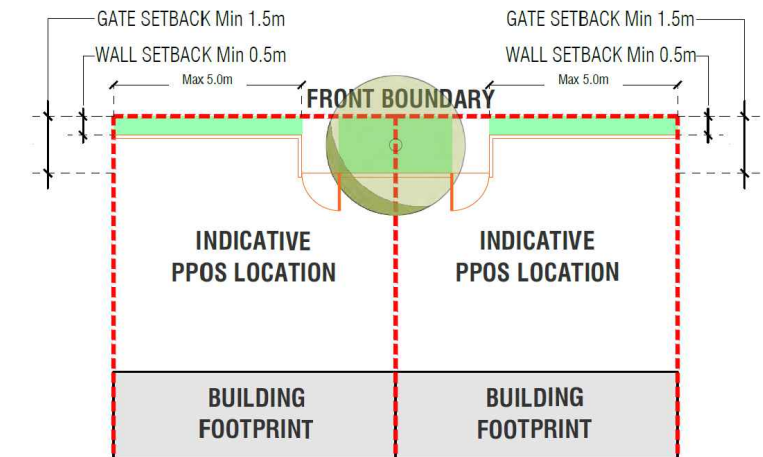


FIGURE 2. EXAMPLE - COURTYARD WALL LOCATION, SHOWING A TERRACE HOME FRONTING URBAN OPEN SPACE, WITH AN INCREASED SETBACK FOR A GATE ENTRY.

PLANTING ZONE TREE PLANTING GATE

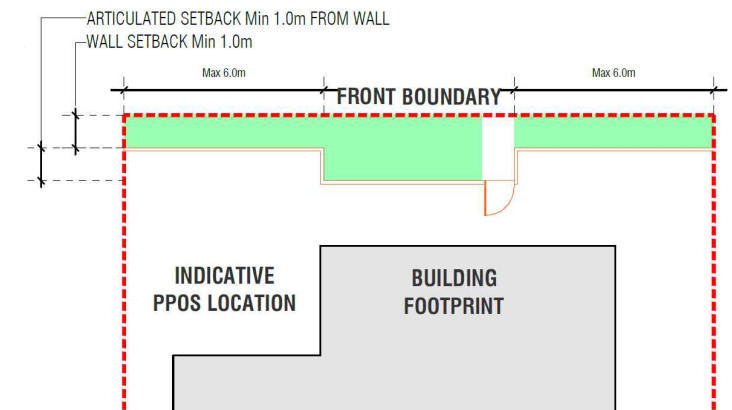
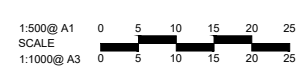


FIGURE 3. EXAMPLE - COURTYARD WALL, SHOWING A HOME FRONTING OPEN SPACE, WITH AN ARTICULATED GATE ENTRY AND PLANTING ZONE.

PLANTING ZONE GATE

file name: 308664CS001.dwg; layout name: CS000; plotted by: Jordana Brecken; file location: G:\308664CS001\ACAD\sales plans\stage 1 & 2; plot date: 28/04/2022 9:43 AM; Sheet of: Sheets

D	BLOCK NUMBERS ADJUSTED	C.J.C	20-04-22
C	BACK OF BLOCK WATER SERVICING ITEMS REMOVED FROM LEGEND	BC	20-09-21
B	AMENDED IN ACCORDANCE WITH CLIENT COMMENTS	BC	27-07-21
A	ISSUED TO CLIENT	BC	03-05-21
Rev	Amendments	Approved	Date



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Suite 3, Level 1, 243 Northbourne Ave Lyneham 2602
Australian Capital Territory Australia T 61 2 6102 1000
spiire.com.au ABN 55 050 029 635

Designed
R. MURDOCK

Checked
B. CARGILL

Authorised
B. CARGILL

Date
20-04-21

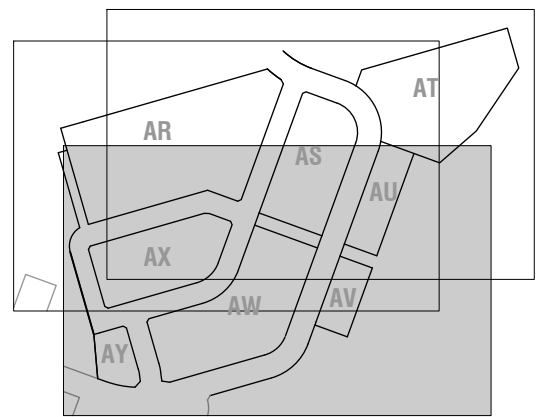
DENMAN PROSPECT 2
STAGES 1 2A & 2B
BLOCK DETAIL PLAN
LEGEND
ACT
CED

Drg No
308664CS000

Rev
D



KEY PLAN

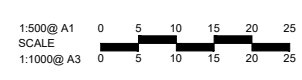


NOTES:

- 1. REFER TO DRAWING 308664CS000 FOR LEGEND.

file name: 308664CS001.dwg; input name: CS010; plotted by: Benjamin Cargill; plot date: 23/01/2023 6:49 AM; Sheet 1 of 2; plot date: 23/01/2023 6:49 AM; Sheet 1 of 2

Rev	Amendments	Approved	Date
C	AV, AU WATER TIES MOVED TO FRONT OF BLOCK	BC	20-09-21
B	AMENDED IN ACCORDANCE WITH CLIENT COMMENTS	BC	27-07-21
A	ISSUED TO CLIENT	BC	07-05-21



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Designed
 R. MURDOCK
 Authorised
 B. CARGILL



Checked
 B. CARGILL
 Date
 07-05-2021

DENMAN PROSPECT 2
STAGES 1 2A & 2B
 BLOCK DETAIL PLAN
 STAGE 2 - SECTION AX, AY, AW, AV
 ACT
 CED

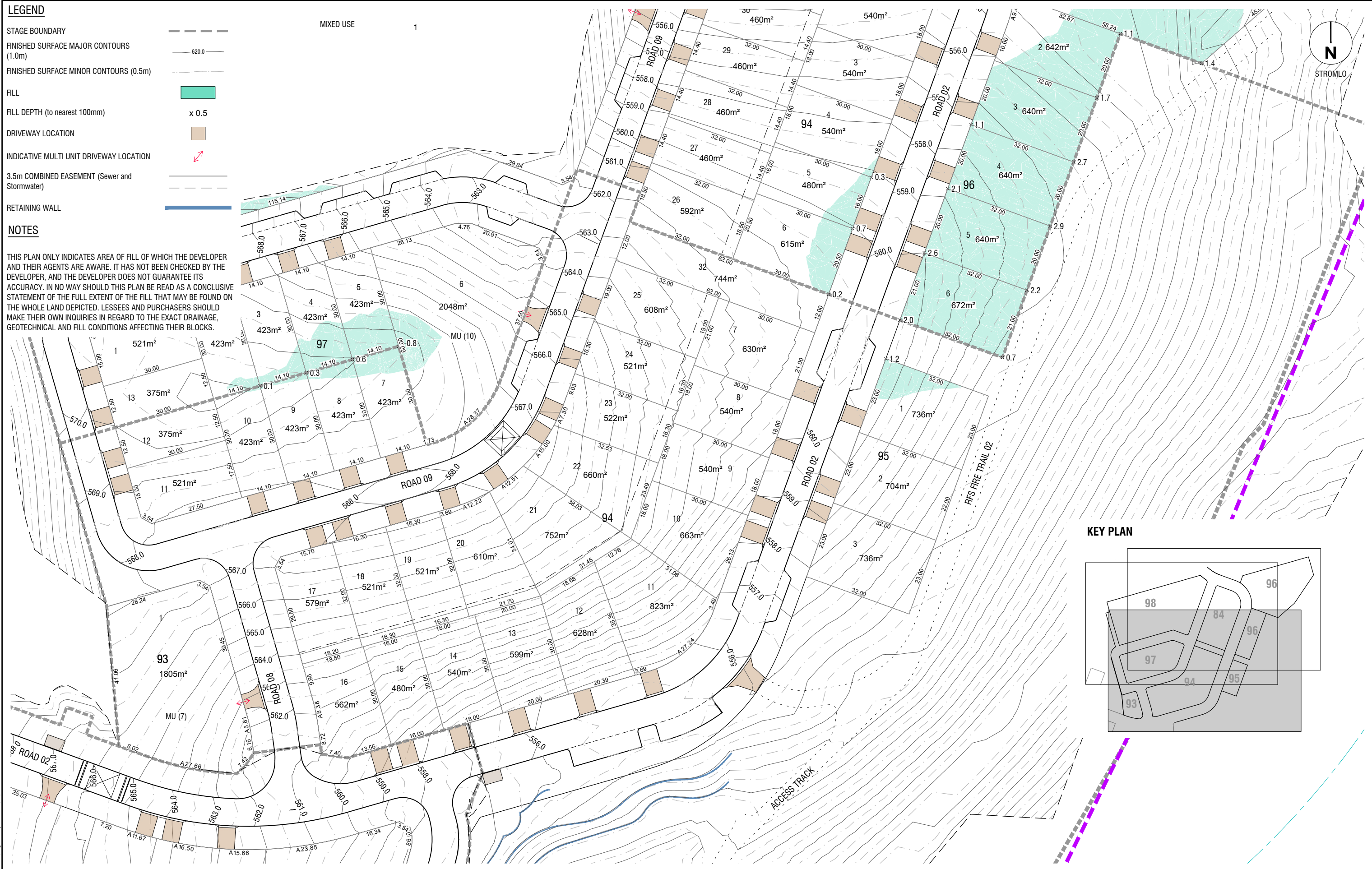
Drg No
308664CS010
 Rev
C

LEGEND

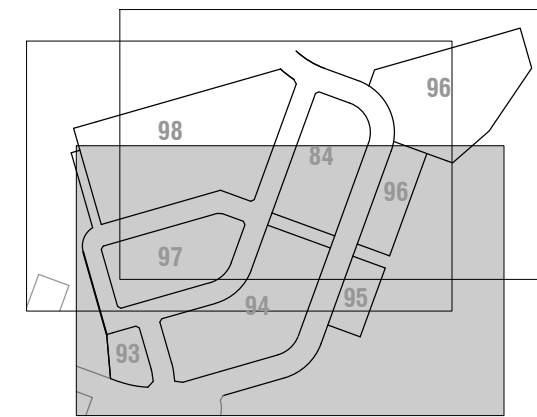
- STAGE BOUNDARY
- FINISHED SURFACE MAJOR CONTOURS (1.0m)
- FINISHED SURFACE MINOR CONTOURS (0.5m)
- FILL
- FILL DEPTH (to nearest 100mm)
- DRIVEWAY LOCATION
- INDICATIVE MULTI UNIT DRIVEWAY LOCATION
- 3.5m COMBINED EASEMENT (Sewer and Stormwater)
- RETAINING WALL

NOTES

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

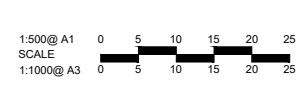


KEY PLAN



file name: 308664CS040.dwg; input name: CS040; plotted by: Jing Zhang; plot date: 19/05/2023 4:18 PM; Sheet: 1 of 2; plot date: 19/05/2023 4:18 PM; Sheet: 1 of 2

Rev	Amendments	Approved	Date
C	FILL ON BLOCKS UPDATED	C.J.C	18-05-23
B	FILL ON BLOCKS UPDATED	BC	20-09-21
A	ISSUED TO CLIENT	BC	10-05-21



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 Australian Capital Territory Australia T 61 2 6102 1000
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CAPITAL ESTATE DEVELOPMENTS
 Designed R. MURDOCK
 Authorised B. CARGILL

Denman Prospect
 Checked B. CARGILL
 Date 10-05-2021

DENMAN PROSPECT 2
STAGES 1 2A & 2B
 FILL ON BLOCK PLAN
 STAGE 2 - SECTION AS, AU, AT
 ACT
 CED

Drg No **308664CS040** Rev **C**

SITE CLASSIFICATION REPORT SUMMARY

BLOCK:	10	SECTION:	94	SUBURB:	Denman Prospect
JOB No:	88231.50			DATE:	August 2023
CLIENT:	Capital Estate Developments Pty Ltd			REV:	0

Classification Procedures:

Existing Subsurface Conditions: Refer attached test pit log(s) – Pit(s) 21,22 and Drawing 1.

Laboratory Results: Previous laboratory testing results indicated liquid limit ranging from 25-80%, plasticity index ranging from 12-57%, and linear shrinkage ranging from 6-20%.

Site Classification: Site classification in accordance with AS2870:2011 provides guidance on the patterns and magnitude of moisture related seasonal ground movements that must be considered in design. Based on the current soil profile / state, on limited subsurface information, soil reactivity and allowing for variation in the subsoil profile, the natural soil profile would be equivalent to Class S (slightly reactive) conditions. If the building pad, following site excavations exposes entirely weathered rock, a Class A (non-reactive) classification may be appropriate. Should groundwater be encountered during any site cut, Class P conditions would be warranted. Appropriate drainage measures would then be required to control the groundwater seepages to possibly enable the conventional Class S site classification indicated above. Therefore the site classification must be reassessed should the subsurface profile change by either cutting or filling and/or if the presence of service trenches, retaining walls or submerged structures are within the zone of influence of the proposed footings. Reference must be made to the comments provided below.

Footing Systems: Reference must be made to AS2870:2011 which indicates footing systems that are appropriate for each site classification. All footings must be found within a uniform bearing stratum of suitable strength/material, below the zone of influence of any service trenches, backfill zones, retaining walls or underground structures. Masonry walls should be articulated in accordance with current best practice. Dwelling design must ensure suitable drainage and uniform moisture conditions are maintained in the vicinity of footings. Footing systems must be confirmed by a structural engineer taking into consideration any onsite or offsite constraints.

Maintenance Guidelines: Reference should be made to the attached CSIRO Sheet BTF 18 'Foundation Maintenance & Footing Performance' to comments about gardens, landscaping and trees on the performance of foundation soils and in particular in respect to maintaining good surface drainage. It notes that minor cracking in most structures is inevitable, and it describes site maintenance practices aimed at minimising foundation movements that can lead to cracking damage.

Comments/

Limitations:

The successful purchaser must make their own interpretations, deductions and conclusions from the information made available and will need to accept full responsibility for such interpretations, deductions and conclusions.

Development specific geotechnical investigations must be undertaken.

Additional topsoils / fill may have been spread subsequent to the investigation.

Site preparation prior to the construction should include removal of all vegetation, topsoil and any uncontrolled fill.

All new fill must be placed under controlled conditions (AS 3798:2007), otherwise Class P conditions would be warranted in those fill areas.

Some variability in subsurface conditions must be anticipated.

Moisture condition of site soils and/or the presence of groundwater may vary considerably from time of investigation compared to at the time of construction. Groundwater seepages are highly likely after heavy or prolonged rain.

Hard rock excavation must be anticipated. It is recommended that excavation depths be minimal to reduce potential site costs.

The above site classification is provided on the basis that all building materials/waste and stockpiles are removed from site and have not been spread across the site.

It is recommended that footing excavations be inspected by a geotechnical engineer.

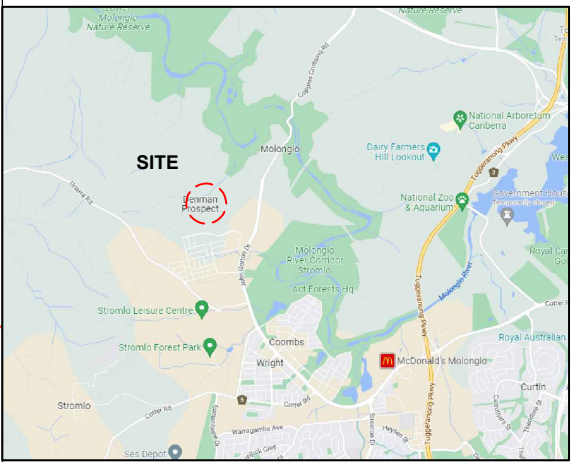
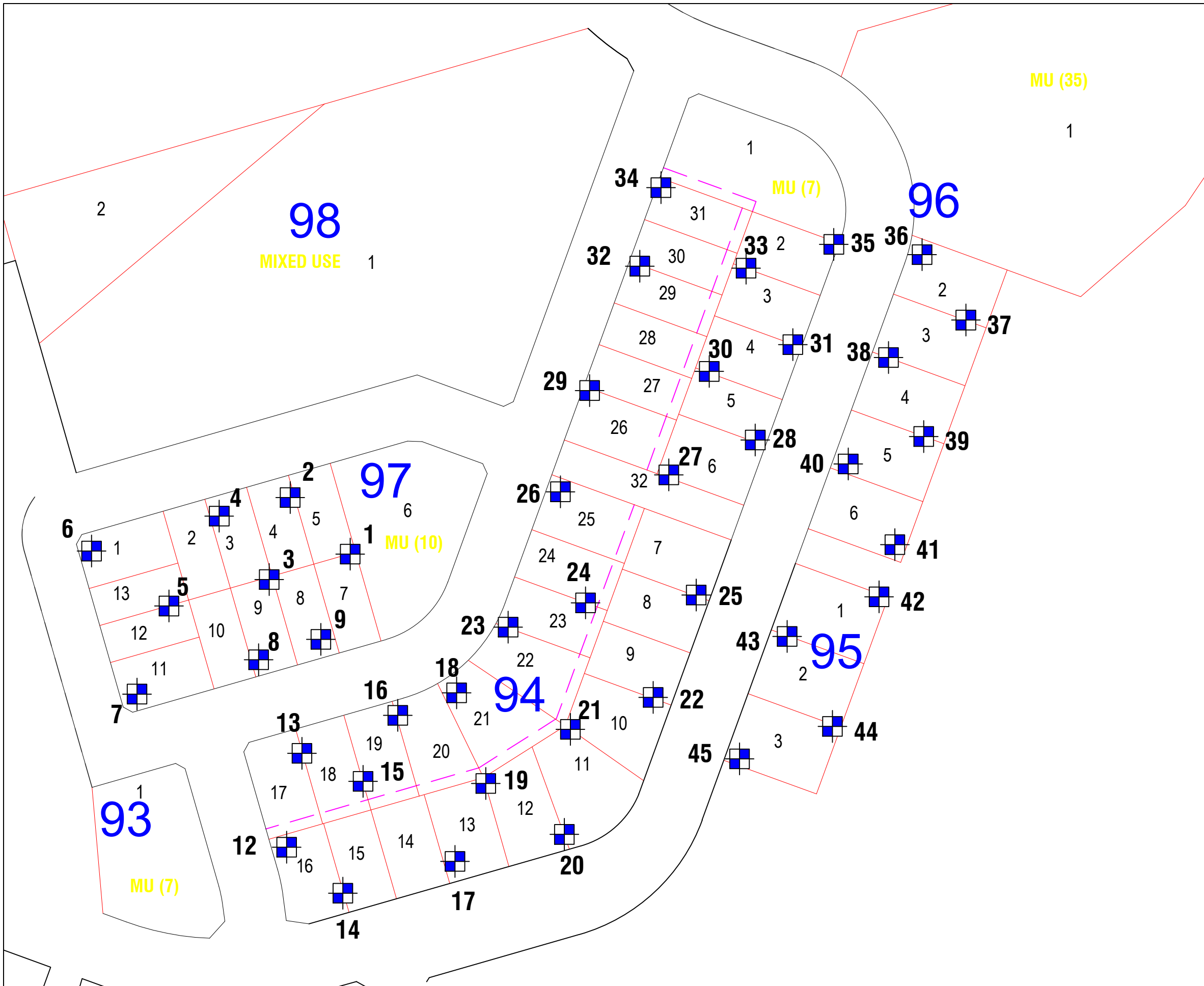
This report must be read in conjunction with the attached "Limitations" and notes "About this Report".

References: AS 2870:2011, Residential Slabs and Footings, Standards Australia.

Attachments: Limitations & About this Report
Explanatory Notes
Test Pit Log(s) Pit(s) 21,22
Drawing 1



Douglas Partners
Geotechnics | Environment | Groundwater



Locality Plan

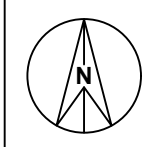
- LEGEND**
- Approximate Test Pit Location
 - XY Block Number
 - XY** Section Number

NOTE: Base drawing from Woden Contractors



CLIENT: Capital Estate Developments Pty Ltd
 OFFICE: Canberra DRAWN BY: GM
 SCALE: As Shown DATE: 31.07.2023

TITLE: **Test Location Plan**
Proposed Residential Subdivision
Stage 2, Denman North Estate, Denman Prospect



PROJECT No: 88231.50
 DRAWING No: 1
 REVISION: 0

TEST PIT LOG

CLIENT: Capital Estate Developments Pty Ltd
PROJECT: Proposed Residential Subdivision
LOCATION: Stage 2 Denman North Estate, Denman Prospect

SURFACE LEVEL: 563.0 AHD
EASTING: 201356
NORTHING: 602407

PIT No: 21
PROJECT No: 88231.50
DATE: 2/8/2023
SHEET 1 OF 1

RL	Depth (m)	Description of Strata	Graphic Log	Sampling & In Situ Testing				Water	Dynamic Penetrometer Test (blows per mm)										
				Type	Depth	Sample	Results & Comments		5	10	15	20							
563		TOPSOIL FILL/Silty Clayey SAND (SC): fine to coarse grained, pale grey brown, low plasticity fines, dry to moist, TOPSOIL FILL																	
	0.2	FILL/Sandy CLAY (CL-CI): low to medium plasticity, brown, fine to coarse grained sand, trace fine to medium gravel, dry to moist, w<PL, hard, regrade FILL																	
	0.3	DACITIC IGNIMBRITE: fine to coarse grained, brown yellow brown, dry to moist, medium strength, moderately weathered, fractured																	
	0.5	Pit discontinued at 0.5m -Bucket refusal																	
562	1																		

RIG: CAT 304C CR mini excavator fitted with a 300mm wide bucket

LOGGED: GM/WT

SURVEY DATUM: ACT Stromlo

WATER OBSERVATIONS: No free groundwater observed

REMARKS: Surface levels and coordinates are approximate only and must not be relied upon.

- Sand Penetrometer AS1289.6.3.3
- Cone Penetrometer AS1289.6.3.2

SAMPLING & IN SITU TESTING LEGEND			
A	Auger sample	G	Gas sample
B	Bulk sample	P	Piston sample
BLK	Block sample	U	Tube sample (x mm dia.)
C	Core drilling	W	Water sample
D	Disturbed sample	>	Water seep
E	Environmental sample	≡	Water level
		PID	Photo ionisation detector (ppm)
		PL(A)	Point load axial test Is(50) (MPa)
		PL(D)	Point load diametral test Is(50) (MPa)
		pp	Pocket penetrometer (kPa)
		S	Standard penetration test
		V	Shear vane (kPa)

TEST PIT LOG

CLIENT: Capital Estate Developments Pty Ltd
PROJECT: Proposed Residential Subdivision
LOCATION: Stage 2 Denman North Estate, Denman Prospect

SURFACE LEVEL: 560.0 AHD
EASTING: 201386
NORTHING: 602416

PIT No: 22
PROJECT No: 88231.50
DATE: 1/8/2023
SHEET 1 OF 1

RL	Depth (m)	Description of Strata	Graphic Log	Sampling & In Situ Testing				Water	Dynamic Penetrometer Test (blows per mm)					
				Type	Depth	Sample	Results & Comments		5	10	15	20		
560		TOPSOIL FILL/Silty Clayey SAND (SC): fine to coarse grained, pale grey brown, low plasticity fines, dry to moist, TOPSOIL FILL												
	0.15	FILL/Sandy CLAY (CL): low plasticity, brown, fine to coarse grained sand, with fine to coarse gravel, dry to moist, w<PL, hard, regrade FILL												
	0.4	DACITIC IGNIMBRITE: fine to coarse grained, white red brown, dry to moist, medium strength, moderately weathered, fractured												
	0.7	Pit discontinued at 0.7m -Bucket slow progress												
559	1													

RIG: CAT 304C CR mini excavator fitted with a 300mm wide bucket

LOGGED: GM/WT

SURVEY DATUM: ACT Stromlo

WATER OBSERVATIONS: No free groundwater observed

REMARKS: Surface levels and coordinates are approximate only and must not be relied upon.

- Sand Penetrometer AS1289.6.3.3
- Cone Penetrometer AS1289.6.3.2

SAMPLING & IN SITU TESTING LEGEND			
A	Auger sample	G	Gas sample
B	Bulk sample	P	Piston sample
BLK	Block sample	U	Tube sample (x mm dia.)
C	Core drilling	W	Water sample
D	Disturbed sample	▷	Water seep
E	Environmental sample	≡	Water level
		PID	Photo ionisation detector (ppm)
		PL(A)	Point load axial test Is(50) (MPa)
		PL(D)	Point load diametral test Is(50) (MPa)
		pp	Pocket penetrometer (kPa)
		S	Standard penetration test
		V	Shear vane (kPa)



Denman North

Building and Siting Guidelines



18
Barolds Street

Welcome to Denman Prospect

Welcome to Denman Prospect, a place where we work with home owners and builders to create Canberra's most remarkable suburb.

The aim of the Denman North Building & Siting Guidelines is to assist in creating a coherent vision for our community.

The Guidelines have been designed to ensure all homes at Denman Prospect are built to a high standard and encourage a variety of built forms and examples of architecture.

The natural topography of Denman Prospect lends itself to interesting designs that respond well to the natural attributes of the site.

The requirements set out in these Guidelines will assist in providing you with peace of mind. We are committed to helping your investment grow into the future and protecting you from inappropriate development within the estate.

Denman Prospect offers access to everything Canberra, and the surrounding region, has to offer. We are proud to be delivering this remarkable suburb.

A handwritten signature in black ink, appearing to read 'S Byron', with a long horizontal flourish extending to the right.

Stephen Byron
Capital Estate Developments

How to use the Guidelines

To ensure compliance with all the principles, objectives and requirements set out in the Denman North Building & Siting Guidelines (the Guidelines), all building designs must be approved and endorsed by the Design Coordinator. This includes external colour and material selections as well as landscaping plans.

In consideration of these designs, the Design Coordinator may exercise their discretion to waive or vary a requirement where they deem it to be allowable or beneficial to the development.

Plans will be assessed against the Guidelines that are applicable at the time of plan submission. All decisions regarding the Guidelines are at the discretion of the Design Coordinator.

The Guidelines comprise of the following key sections:

Façade Design	8
Dwelling Siting & Design	10
Dwelling Services & Ancillary Items	13
Roofs & Solar Requirement	15
External Colours & Finishes	18
Landscaping	22
Sustainability	26

Under each section is a range of design elements that should be considered when designing your home, as well as Objectives and most importantly, developer Requirements.

Objectives indicate 'what is to be achieved', while Requirements provide specific direction that must comply to meet the objectives.

Process to Approval

The following steps illustrate the process for each purchaser in order to construct a dwelling in Denman Prospect:

Step 1 Review the Guidelines



Homes must be designed in accordance with the Guidelines. If you have any queries, preliminary advice may be sought from the Design Coordinator to ensure that concept designs will meet the requirements of the Guidelines.

Step 2 Submission



Designs are to be submitted for approval through the customer portal which can be accessed from the Denman Prospect website (www.denmanprospect.com.au). The online application includes a Design Approval Application Checklist.

Step 3 Approval



The Design Coordinator will promptly review and approve plans that comply with the Guidelines. Complete and compliant applications will be processed within 5-10 working days. Incomplete or non-compliant applications will need to be re-submitted as required.

Step 4 Re-Submission



Plans that do not include all required information or that do not comply with the Guidelines will be returned via email with feedback and the areas of non-compliance highlighted.

Once your plans have been stamped and approved any amendments made to your plans and specifications prior to or during the construction of your dwelling must be re-submitted to the Design Coordinator for endorsement.

Step 5 Building Certification and/or ACTPLA Approval



All plans must satisfy the Territory Plan and applicable code requirements for building and development in the ACT. Once your plans have been granted Developer Approval they will need to be submitted to the relevant authorities to be certified.

Step 6 Certificate of Occupancy



You cannot live on your Block until your dwelling is complete, a Certificate of Occupancy has been issued and all relevant approvals have been obtained.

Step 7 Practical Completion

Return of Compliance Bond & Landscaping Contribution



Once the Developer determines Practical Completion has been achieved, the online application for return of the Compliance Bond and payment of the Landscaping Contribution can be completed.

Practical Completion means:

- 1 The construction of the dwelling is complete and all aspects comply with the plans and specifications endorsed by the Developer.
- 2 Any damage to nature strips or public domain prior to or during construction has been rectified.
- 3 All landscaping, including reinstatement of the verge, has been completed.
- 4 All boundary fencing, return fencing, side gates and retaining walls have been constructed to the satisfaction of the Developer and as per the endorsed plans.



More information regarding the application process for the return of the Compliance Bond and payment of the Landscaping Contribution can be found on our website:
www.denmanprospect.com.au

It is important to engage with the Design Coordinator early to ensure your journey to endorsement as Compliant is streamlined. Your plans and specifications will be endorsed as Compliant once the Design Coordinator determines that the requirements of these Guidelines have been met to the Design Coordinator's satisfaction, taking into consideration design merit. The Design Coordinator holds the final say for approval.

Design Approach

The vision for Denman Prospect is one where building forms and architectural styles reflect traditional aesthetics; an illustration of the essential qualities that define Canberra's most prominent suburbs.

Each individual dwelling design should contribute to the surrounding environment and to the estate in a positive way.

Owners are encouraged to construct innovative and appropriate designs that present a cohesive residential image for the entire estate and boast the values and principles embraced in Canberra's older suburbs.

A major objective of the Guidelines is to ensure that the creation of the desired built form and landscape will stimulate a sense of resident interaction and of neighbourhood pride.

The architectural vision seeks to create a development of contemporary Australian architecture and integrate built forms seamlessly across the development.



Façade Design

This will be achieved through clean and simple building forms and well-articulated façade elements combined with appropriate use of a neutral colour scheme and natural materials palette. The result is that each home establishes a high-quality, individual statement within a holistically designed series of streetscapes and neighbourhoods.

However, this needs to be balanced to ensure that the development is not made up of homes with design characteristics that are too similar. Providing variety in the facades along a street provides diversity and visual interest and ensures individual homes are differentiated.

Important to Note

For corner Blocks, where the Design Coordinator considers that the dwelling design does not appropriately or adequately address the street corner and both street frontages, additional treatments may be required to obtain approval.

Objectives

To ensure all dwellings are well-articulated and proportioned in order to reduce the overall mass of the building.

To ensure all corner lots which have any façade facing a street, park or other open space are designed such that all primary facades present well and are articulated when viewed from public areas.

To ensure that dwellings on corner lots address and 'wrap' the street corner through building articulation and design.

To avoid repetition of façade types within the streetscape (excludes terrace and row housing typologies).

To ensure a balance within the streetscape of variation of façade types and a level of consistency of dwelling articulation, materials and form.

Requirements

- All dwelling entries are to have an articulated and covered area of minimum 1.5m deep.
- Entry doors are to be simple and have clean lines.
- A verandah or entry pergola is desired to front the street.
- At least one living space is desirable to front the street.
- Sliding windows are not permitted on any front elevation.
- Glazed balustrades are not permitted to front the street.
- Repetitive housing types will not be permitted; 1 repeat in 5 dwellings at a maximum with a minimum of 50% change.
- All external columns and/or posts are to be of a substantial size, be well proportioned and be at least 200mm x 200mm; blade walls are acceptable and preferred.
- The maximum total width of garage door openings is the lesser of:
 - 6 metres; or
 - 50% of the frontage of the dwelling
- Garage doors are to be plain panel lift doors; roller doors are not permitted.
- Single tandem garages are not permitted.
- Extensive blank walls visible from the street are not permitted.
- Large areas of brick render are not permitted without relief by either articulation or alternate materials.
- Up lighting is permitted only where it is directional in function, onto the façade surface, within the property.

Dwelling Siting & Design

Dwellings must be responsive to the natural topography of the Block. Not only does this respect the natural fall of the land but it also encourages the opportunity for views, natural ventilation and reduces retaining wall heights. It also ensures that natural waterflow and runoff across Blocks is maintained and does not undermine neighbouring Blocks.

Any setback requirements outlined by the developer are identified in the Block Details Plans which form part of the Contract for Sale of the land.

Energy efficiency should also be considered when siting your home. The location and orientation of your dwelling, as well as location and arrangement of internal living spaces can influence solar access opportunities and cross ventilation in your home.

Important to Note

Topography of the Block should be considered first and foremost, with dwelling designs being considered to suit the natural fall and slope of each individual Block to minimise the need for retaining walls.

Dwellings which have been designed without any consideration of the Blocks natural fall and slope will not obtain Developer Approval and will need to be further considered and resubmitted.

Objectives

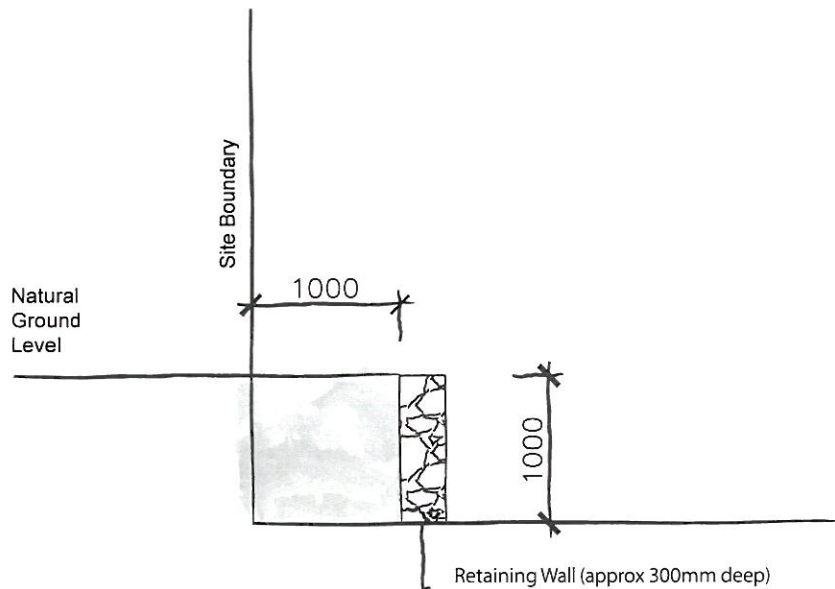
To create a home environment that promotes liveability, comfort and safety.

Primary living areas should have functional connection with the outdoor private open space areas such as courtyards and alfresco areas.

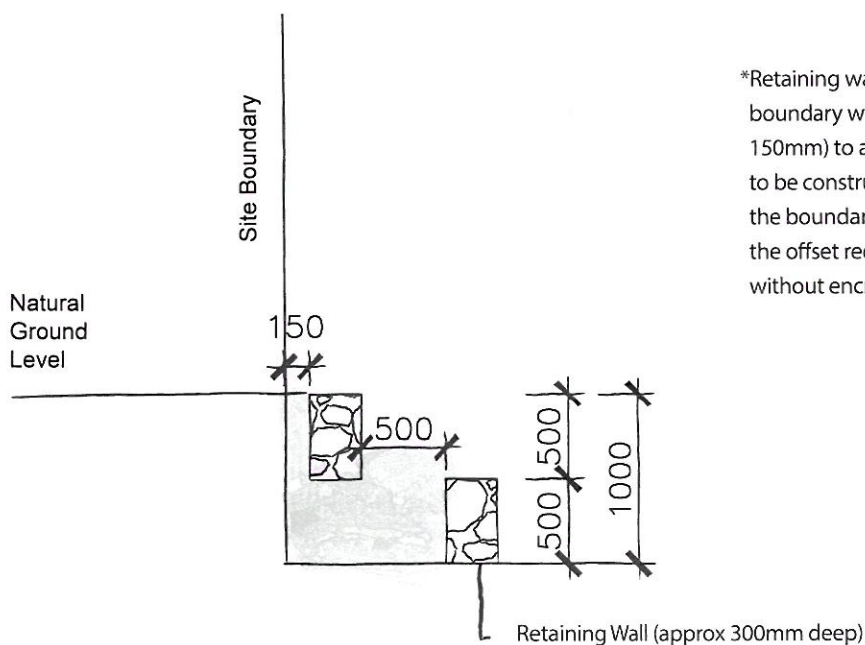
Inclusions for front balconies and entry porches create usable and interesting outdoor spaces that provide opportunities for residents to engage with passers-by.

Requirements

- Side setbacks on Blocks with a width of 17.6m or greater should be at least 1000mm on the side of the garage and no zero setback will be permitted. Refer to the Block Details Plan for setback requirements.
- The principle private open space (PPOS) cannot be cut or filled more than 600mm from the floor level of the associated living space.
- The maximum overall retaining wall height is 1000mm. Retaining walls will be measured cumulatively at finished levels.

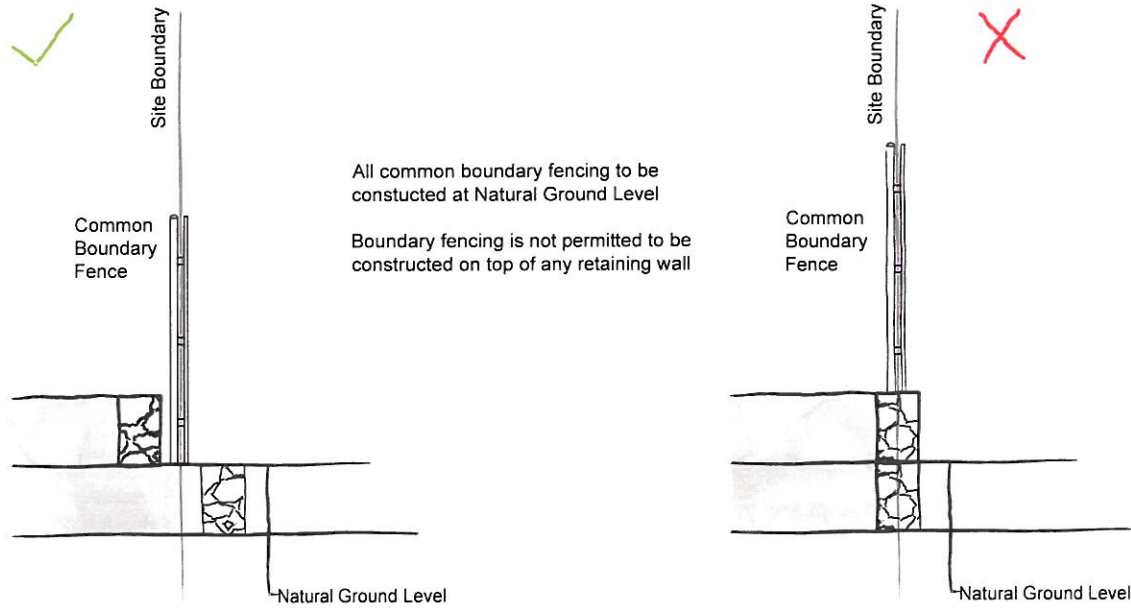


- The maximum height for a retaining wall on a boundary* is 500mm. Any retaining wall over 500mm high must be offset from the boundary equal to its height. For example, a retaining wall 800mm high will need to be offset 800mm from the boundary.

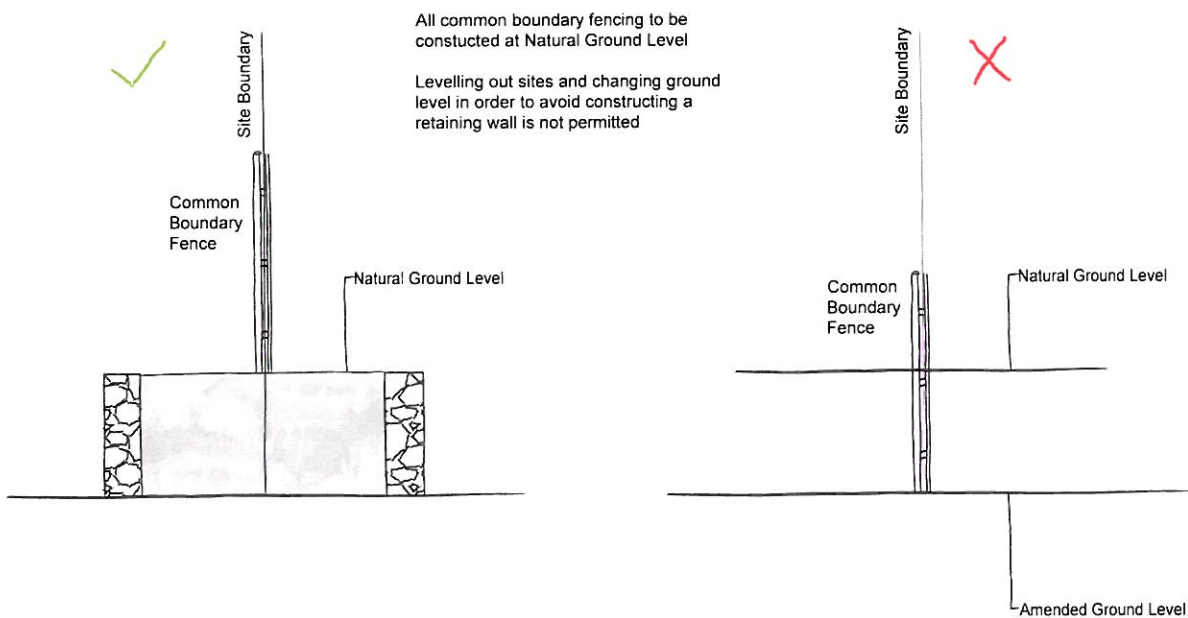


*Retaining walls permitted to be built on the boundary will need to be offset enough (approx. 150mm) to allow for the common boundary fence to be constructed at natural ground level, on the boundary line and to take into consideration the offset required to allow for sub-soil drainage without encroaching on the neighbour's Block.

- Common retaining walls between neighbours are not permitted; if retaining walls are required to address cut or fill they must be built within the boundaries of any individual Block.



- Flattening or amending natural ground level between two sites in order to avoid construction of previously approved retaining walls is not permitted; if a design requires the site to be cut or filled, approved plans need to be adhered to with each owner being responsible for retaining the cut or fill on their site rather than liaising with adjacent sites to alter the ground level.



- Minimum floor to ceiling height in any habitable room is 2550mm (unless previously agreed to by the Design Coordinator) however ceiling heights of 2700mm or greater are encouraged.
- The finished level of the garage must not sit more than 1000mm above or below the level of the driveway crossover.

Dwelling Services & Ancillary Items

Each dwelling will require services and items that are essential for everyday living, but may not contribute to an appealing streetscape environment.

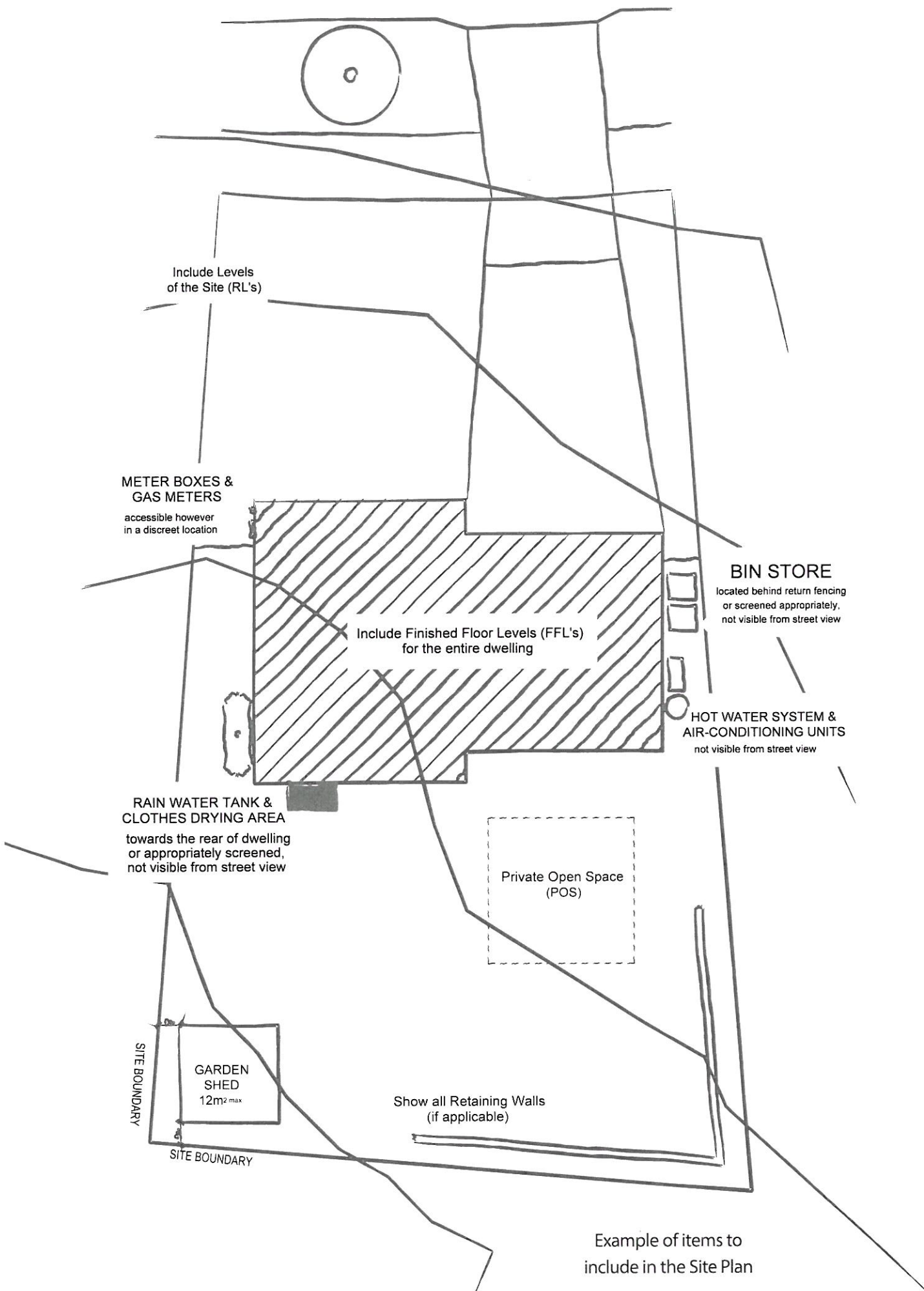
To create an attractive suburb we have identified some of these services and items to consider throughout the early stages of the design process so they can be appropriately located and hidden from street view.

Objectives

The streetscape and neighbourhood character of Denman Prospect should be protected by ensuring building and dwelling services and ancillary items are hidden from the public realm and view (where achievable). They should be located to the rear or side of dwellings.

Requirements

- No service rooms such as bathrooms, laundries, pantries or kitchen splashbacks are to be located on the front façade or visible from the street.
- Evaporative coolers are to be colour matched to the roof and not visible from the street.
- Rainwater tanks are to be colour matched to the home and not visible from the street; either located towards the rear of the dwelling or appropriately screened.
- Hot water system heaters are not to be visible from the street.
- None of the following services/items are to be visible from the street. They must be screened from public views and located to the rear of the home.
 - Air-conditioning units
 - Service lines
 - Clothes drying areas
 - Sheds
 - Satellite dishes
- No exposed ductwork or plumbing is permitted; downpipes are permitted however to be kept to a minimum on the front elevation and colour matched to the dwelling.
- Garden sheds cannot be greater than 12m² and must be at least 900mm from any boundary. Prior to any construction, detailed designs must be submitted to the Design Coordinator for endorsement.
- Storage areas for both waste and recycling bins must be suitably screened and shown on the plans.
- Meter boxes and gas meters are to be located in the least visually obtrusive location from public view.
- Security doors must be of a contemporary design, coloured to match window frames. Diagonal grid types of privacy mesh will not be permitted.



Example of items to include in the Site Plan

Roofs & Solar Requirement

Roofs have a significant impact on the overall aesthetics of a building. They influence the character and amenity of a neighbourhood and can contribute to the passive performance of a building.

Contemporary roof lines and articulated roof shapes with hips/gables are preferable, as well as skillion roofs. Roofs with eaves of at least 600mm (from the frame) are required as this has practical implications; providing shade in the summer and protection in the winter.

The roof is to have clean lines and no decorative interpretations of traditional country homes or references.

Objectives

To ensure dwellings incorporate clean, simple and well-proportioned roof lines.

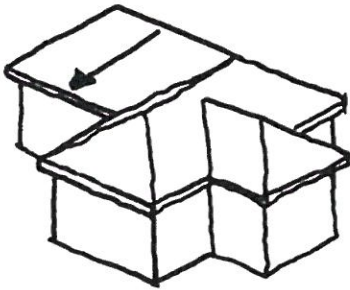
To encourage a range of contemporary roof lines within a streetscape that contribute positively to the character and amenity of the neighbourhood.

To ensure roofs have eaves and overhangs for shading of external walls for good passive solar performance.

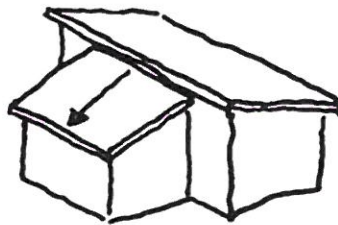
Homes are to use a range of building forms including high roof pitches, large eaves, and simple, natural colour palettes.

Requirements

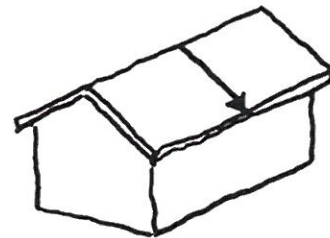
- Roof materials must be of one colour choice only.
- Consider the impact of mounting solar panels when designing roof form.
- All tiled roofs are to be of a flat profile concrete or terracotta tile.
- Roof pitches are as follows:



Hip roofs between 20-25 degrees

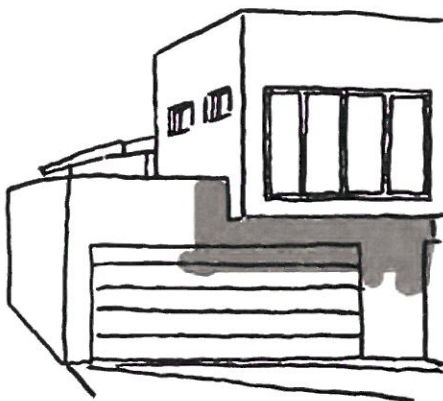


Gable roofs between 20-25 degrees

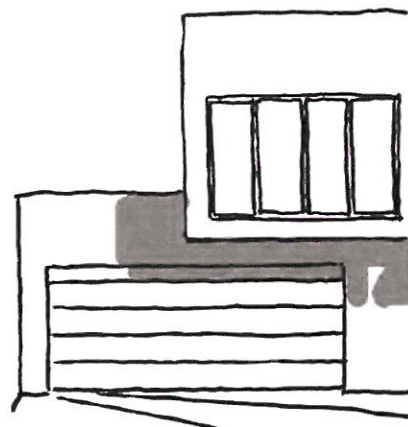


Skillion roof angles between 10-15 degrees

- No curved roofs will be permitted.
- Flat roof houses are generally not permitted. If the design is of a high quality, it may be permitted, however this is at the discretion of the Design Coordinator.
- Where parapets are incorporated they must fully conceal the roof from the public and return the entire length of the primary build zone, for upper and lower levels, on both sides of the dwelling.

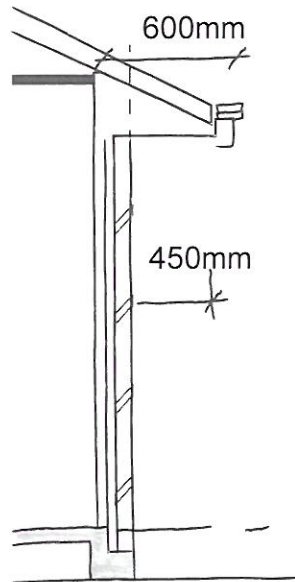


Side elevation

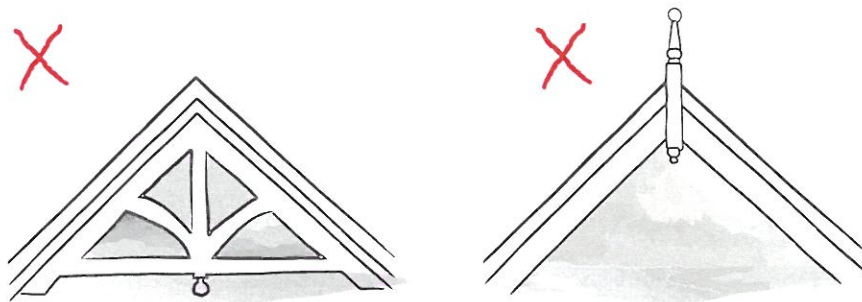


Front elevation

- No reflective roof materials will be permitted.
- No white or light coloured roof materials will be permitted.
- All gutters, down pipe treatments and rain head overflows are to be sympathetic to the style of the home, complementary to the colour and style of the dwelling and not decorative in profile.
- A minimum roof eave of 600mm in depth is required, however 900mm or wider eaves are strongly encouraged. For clarity, eaves are measured from the timber frame.



- Dormer windows and skylights are encouraged to increase natural light and ventilation.
- Top elements of the roof are to be a simple form; no finials, domes or decorative details are permitted.



- No stuck on or applied elements are permitted.
- All solar arrays are to be fitted to the rear of the dwelling and not visible from the street. Where Block orientation does not allow adequate solar aspect and following review and specific approval from the Design Coordinator, solar arrays may be fitted in view from the street however they must be fitted flat to the roof.
- Arrays mounted on sections of roof where the pitch is less than 15 degrees may require frames, at an additional cost to the owner.

External Colours & Finishes

Colours play an important role in influencing the look and feel of a streetscape. To provide a sense of harmony and consistency, a palette of complementary neutral colours and natural materials is suggested, that reflect the local landscape character of Denman Prospect.

Architectural interest is often achieved in dwellings by the use of combinations of single and double storey elements with a well-proportioned home being further enhanced by the appropriate choice of colours and finishes.

Important to Note

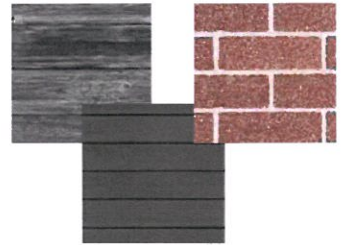
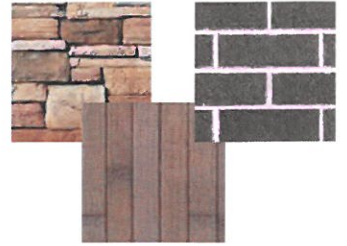
External colours and finishes will be assessed based on whether they are complementary to the overall architectural design and style of the dwelling, and will be assessed against surrounding dwellings that have already been submitted and granted developer approval.

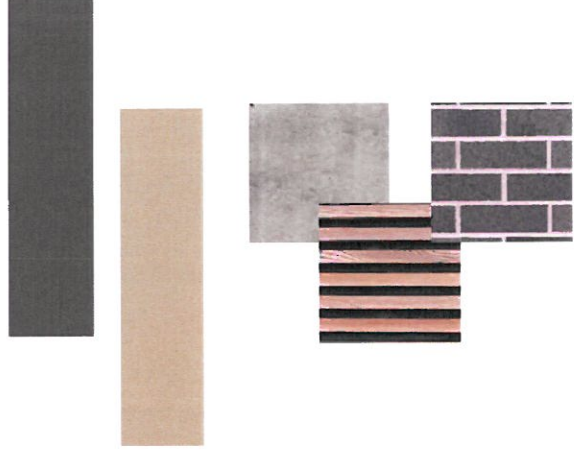
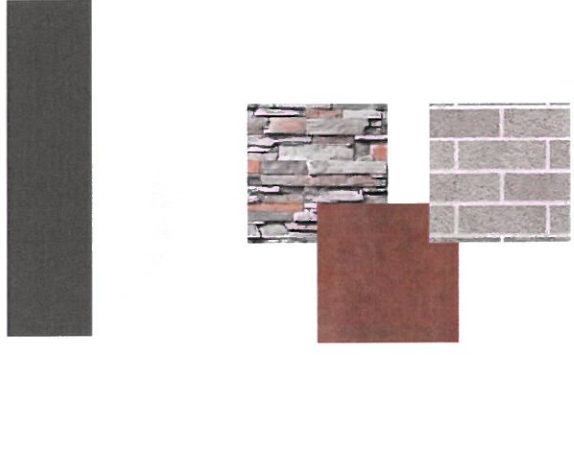
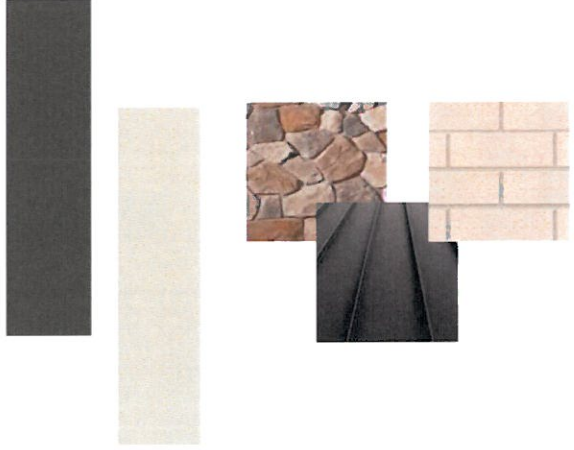
Objectives

To incorporate within all new dwellings a selected palette of colours and finishes which complement the local streetscape and the neighbourhood character of Denman Prospect.

To maintain a consistently high standard of dwelling design through controlling the variety of colours and finishes that can be used on dwelling facades.

To establish a predominantly neutral colour scheme for streetscapes with light and dark contrast colours within facades to provide highlights to each home.





Requirements

- The base of the dwelling is to be solid, either masonry or rendered, with no lightweight materials to be used at the base of the dwelling.
- The primary choice of colours for your dwelling should be neutral, of natural colour tones, reflecting the environment.
- Darker colours should be used at the base of the dwelling with complementary balancing lighter colours on upper floors.
- Stronger, complementary accent colours are encouraged for key elements such as entry ways and on architectural elements.
- Cream on cream colour choices will not be permitted.
- All sides of the dwelling are to be treated with equal importance and be comprised of equal quality materials.
- Change of colour or material is not permitted at any external junction, or along a continuous plane without adequate articulation
- Where masonry treatments of brick are used, a single colour with a smooth face is permitted.
- The front elevation must comprise of a mix of materials to complement the natural environment of the Molonglo Valley.
- The use of one material for the entire home will not be permitted.
- Driveway materials are to be one of the following:
 - Exposed aggregate concrete
 - Oxide tinted
 - Asphalt with a paved edge
- Select stencilled concrete driveways are permitted however the design will need to be submitted and approved by the Design Coordinator prior to commencing works.
- Plain concrete or Pebblecrete driveways are not be permitted.
- Bright, fluorescent or metallic colours and materials are not permitted.
- Shiny or reflective materials that promote glare are not permitted.
- Tiles are not permitted for use as external cladding, unless otherwise approved by the Design Coordinator.

Landscaping

Your front garden should provide you with a sense of ownership and a welcome arrival. Residential landscape treatments should be designed to achieve a contemporary character that complements the architecture of the built form, so that an integrated design outcome is achieved contributing to a visually consistent streetscape.

Landscape materials should be robust, easily maintained and present well to the street so that the overall streetscape character is enhanced.

A front garden enhances amenity and adds value to both the dwelling and the community. By establishing connections to the natural attributes of the site and siting the home appropriately, it has the potential to create a flawless connection from your front landscape to the streetscape.

All landscape plans will need to be submitted to the Design Coordinator for endorsement.

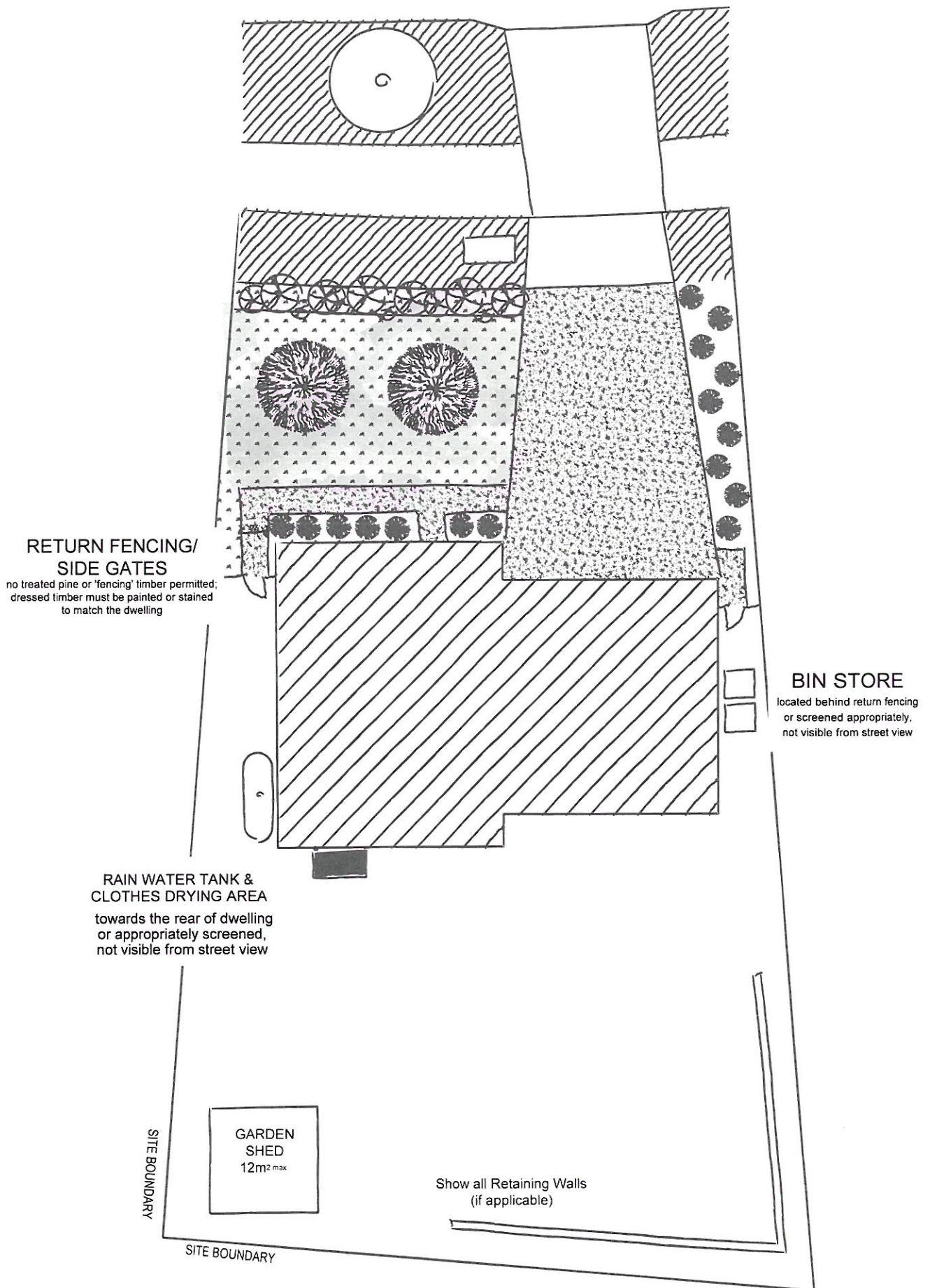
Objectives

To achieve a contemporary, natural form landscape outcome to the front of all homes.

To deliver functional and easily maintained front gardens that complement modern lifestyles.

To minimise the area of hardstand (e.g. concrete and paving) and maximise the amount of soft landscape (e.g. garden beds, turf and permeable surfaces).

To provide opportunities for the planting of shade trees and screening plants.



Example of items to include
in the Landscape Plan

Requirements

- All landscaped areas visible from the street shall be completed before the Compliance Bond is released and the Landscaping Contribution is paid.
- Verge Reinstatement
 - The verge must be re-grassed as part of the overall landscaping works; Installation of alternate treatments to the verge must be approved by TCCS and this approval provided to the Design Coordinator prior to commencement of works.
 - Plastic and/or weed mat are not permitted on any verge area.
- Hard Landscaping
 - Landscape design should clearly define the homes entry.
 - The maximum width for pathways is 1000mm.
 - The use of gravel or crushed granite is restricted to pathways and no plain concrete is permitted.
 - All retaining walls are to be of stone pitch (mortared stone).
 - Exposed cuts over a maximum overall height of 1000mm will not be permitted.
 - Exposed levels of fill over a maximum overall height of 1000mm will not be permitted.
 - Any exposed cut greater than 500mm must be retained.
 - Any fill greater than 500mm must be retained.
 - Letterboxes must be made of materials that complement the dwelling and garden design. No metal, pre-fabricated or off-the-shelf letterboxes are permitted.
 - Planter box details incorporated into the front of the dwelling or as part of the letterbox are encouraged to help incorporate landscaping level changes, however they are not to be a dominating element. They must complement the style and choice of materials used within the dwelling's form and be constructed of either stone pitch or rendered masonry. Planter boxes are not to be incorporated in place of retaining walls.
 - Garden bed edging must not protrude more than 150mm from the surrounding ground level.
- Soft Landscaping
 - Two (2) trees are required to be planted within the front garden if the frontage of the Block is greater than 15m.
 - One (1) tree is required to be planted within the front garden if the frontage of the Block is less than 15m.
 - All required trees planted in the front garden are to be of a minimum height of 2.5m at the time of planting, with adequate deep root zone suitable to sustain the selected tree.
 - High quality trees must be preserved on Blocks for shade and amenity.
 - The use of any type of artificial grass or synthetic turf will not be permitted.
 - Brightly coloured/dyed wood mulches, or pebbles will not be permitted; river stones with an approximate diameter of 50mm will be considered acceptable for mulched areas.
 - Extensive areas of pebbles or gravel are not permitted without sufficient relief from appropriate planting.

□ Common Boundary Fencing & Courtyard Walls*

- Common boundary fencing must be constructed at Natural Ground Level (that is, the level prior to any site cut being made and not on top of any retaining wall), material must be hardwood paling and max height is 1.8m.
- No Colourbond fencing is permitted.
- No solid masonry walls are permitted.
- Return fencing and side gates must be located at least 500mm behind the front building line on the Block's boundaries.
- Treated pine is not permitted for return fencing or side gates; any timber return fencing or side gates must be either stained or painted to match the dwelling.
- No chain mesh materials are permitted.
- All details of courtyard wall design must be approved by the Design Coordinator.
- Modular wall systems are not permitted for use as courtyard walls.

*For details about front fencing and courtyard wall controls, please refer to the Denman Prospect Precinct Code and the Block Details Plan for the relevant block.

Sustainability

The design and development of Denman Prospect has been undertaken with sustainability at its core. Central to the vision for Denman Prospect is the creation of a sustainable, resilient and enjoyable place for people to live, work and play.

Home owners should aim to apply sustainable design principles to the design and construction of their own homes with a focus on reducing energy, waste and water needs.

Objectives

To advocate and lead sustainable best building practices through optimising the use of building materials throughout the design of your home.

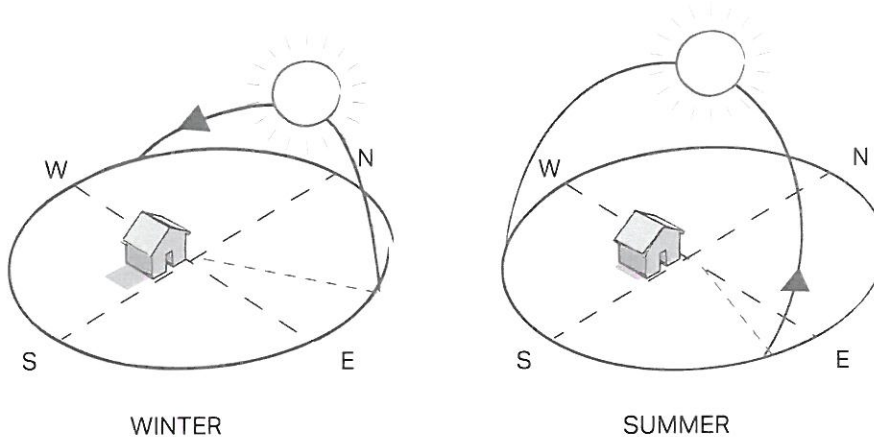
To protect and conserve water within the home and garden.

To increase energy efficient design through location and orientation of living spaces including the use of architectural forms such as eaves, window awnings and screens.



Requirements

- Dwellings need to comply with the ACT Environment WSUD requirements (at a minimum) inclusive of AAA rated taps, dual flush toilets and the use of rainwater tanks.
- Appliances must have a 5-star minimum energy performance standard rating under the Greenhouse and Energy Minimum Standards Act 2012 (Cth) (including determinations made under that Act).
- All dwellings are to have a mandatory 3.7kW solar array installed in accordance with these Guidelines and the Contract for Sale.
- All solar arrays are to be fitted flat to the roof however if there is poor solar orientation due to the Block orientation, following specific approval from the Design Coordinator, arrays on frames may be permitted.
- Solar Passive design principles must be considered with regards to solar access.
- Dwellings should be designed to maximise the winter morning sun and minimise the excessive summer afternoon sun in living areas and private open spaces.



- Consider the use of retractable shade devices, deciduous trees, angled louvres or tinted glass.
- The use of materials with low embodied energy is encouraged, for example recycled timber for flooring.
- The use of horizontal shading devices is strongly encouraged.
- Where possible, living spaces and ground floors are to be constructed with slab on ground noting some sloping Blocks may require a lighter weight construction (subfloor insulation is to be used on these Blocks)
- Cross ventilation must be considered in the internal dwelling layout, to promote breeze paths across the short axis of the dwelling.
- Maximise insulation to walls, ceilings and subfloor spaces

For further information about passive building design, visit www.yourhome.gov.au/passive-design

Other elements to consider

Regrading and Fill

You should make your own enquiries in relation to any regrading, filling or similar work performed at Denman Prospect. This work has been undertaken on Denman Prospect prior to or during Block servicing and may include, for example, filling former gullies and agricultural dams.

Block Maintenance

Before, during and after construction of your home, your Block is required to be kept clear of excessive weeds and rubbish and maintained to an acceptable standard.

Excavation material, rubbish or builders waste is to be stored in a covered bin and may not be deposited on adjoining properties, nature strips or in public areas during construction.

You are responsible for rubbish removal and for keeping your Block and adjoining street clean at all times during the construction of your home and landscaping.

Excavated soil that is surplus to your Block's needs must be removed and disposed of at a location approved by the Territory.

Adequate drainage of the Block must be provided for, to ensure there will not be any concentrated overland flow through the Block, particularly during construction.

Construction on the Block that alters access of stormwater to the existing stormwater system must not result in concentration of runoff onto adjacent Blocks.

Deliveries and Storage

All building materials, temporary toilets and building equipment must be stored within the property boundaries of your Block.

The nature strip, footpaths, roadways, neighbouring Blocks and public areas must be kept clear.

You will be responsible to rectify any damage caused by deliveries or by vehicles associated with the construction of your home to areas outside your Block.

Your builder and their subcontractors are not to park on the adjoining Blocks, surrounding public areas or on the nature strips.

Site Security

During periods in which your Block is unoccupied or building works are not in progress, it is advisable to ensure adequate fencing is erected to restrict public access.

In this regard, the minimum acceptable standard of fencing to the site is 1.8m high temporary construction fencing properly constructed, erected and clad internally with hessian or geotextile fabric.

All openings to the site are to be provided by gates, which are not at any time to swing out from the site or obstruct the footpath or roadway.

Street Tree and Verge Protection

Any damage to street trees or tree fencing during construction is the responsibility of the property owner to repair.

Any damage to the surrounding public areas including streets, street trees, footpaths, nature strips, driveway crossovers, services and adjoining land caused by the construction of your home is your responsibility.

Following completion of construction of your dwelling you can request removal of the fencing around your verge tree by sending an email with your request to design@capitalestate.com.au



Definitions

Block means a residential block of land within Denman Prospect.

Block Details Plans means the plan of that name attached to the Contract and available for download from www.denmanprospect.com.au.

Buyer means the buyer specified in a Contract and includes any successor in title, the executors and administrators if an individual, and the successors of them if a corporation.

Capital Estate Developments means Capital Estate Developments Pty Ltd ACN 137 573 623, the developer of Denman Prospect and the seller under the Contract to the first transferee of the Crown lease for the Block.

Compliance Bond means the amount of \$5,000.

Compliant means that the Buyer's plans and specifications satisfy the requirements in this Guideline.

Note: The Design Coordinator's endorsement of Buyers' plans and specifications as Compliant means only that they comply, to the satisfaction of the Design Coordinator, with the requirements in these Guidelines. The Design Coordinator's endorsement does not constitute approval for building or development or that the plans and specifications comply with the Territory Plan or with any requirement of the Environment and Planning Directorate or any other relevant authority, or that any necessary building or development approval will be given (whether with or without amendments to the plans and specifications)

Contract means the Contract for Sale of the transfer of the Crown lease for a Block.

General Solar Installation means a mandatory 3.7kW solar array consisting of:

- One (1) inverter with a 12-year warranty;
- Ten (10) panels with a 25-year efficiency guarantee and a 10 year product warranty
- Five (5) year workmanship on installation.

- Software based monitoring capability.
- Ten (10) integrated optimisers.
- Extra cost metering in lieu of a standard meter
- ACTPLA inspection fee (up to \$240 GST exempt)

With panels mounted flat to the roof of a single level dwelling in a single array.

More information can be accessed from www.denmanprospect.com.au

Landscaping Contribution means the amount of \$2,500.

Practical Completion means when:

- The dwelling on the Land is completed to a stage where the dwelling is suitable for use, and lawfully able to be occupied as a residential dwelling.
- A Certificate of Occupancy and a Certificate of Compliance have been issued with respect to the dwelling on the Block.
- The landscaping and any fencing has been completed to the satisfaction of the Design Coordinator.
- Any damage to the Public Domain has been rectified.

Public Domain means all verges, landscaping (including street trees), gutters, kerbs, footpaths, cross-overs and any services to, from or over these areas.

Solar Amount means the amount for the General Solar Installation by Capital Estate Developments as specified in the Contract.

Territory Land means land that has not been leased under the Planning and Development Act 2007 (ACT) and is under control of the Territory, including public open spaces.

Territory means the body politic established by section 7 of the Australian Capital Territory (Self Government Act 1998 (Cth).

Territory Plan means the Territory Plan 2008.

Interpretation

In these Guidelines:

- A reference to “you” and “your” means the Buyer.
- The singular includes the plural.
- A reference to a person includes a body corporate.
- A reference to an Act include a reference to any subordinate legislation made under it or any Act which replaces it.
- The word “including” is used without limitation

Warnings and Disclaimer

This Guideline:

- may be updated from time to time. If changes are made the updated version will be available on the Denman Prospect website at www.denmanprospect.com.au;
- must be adhered to and should be read in conjunction with your Contract and all applicable laws; and does not replace or fully represent the codes, conditions, legislative and regulatory requirements or the terms and conditions of the Contract.

Buyers should:

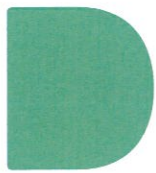
- make their own independent enquiries and satisfy themselves as to the accuracy of the information provided;
- seek their own legal, financial, development and other advice including interpretation of legislation, regulations, the Crown lease for the Block, Territory policies, planning constraints, etc., which apply to or in any way affect any Block being offered for sale by Capital Estate Developments;
- be aware of the location, nature and extent of any fill on Blocks;
- be aware of any additional construction requirements due to bushfire mitigation measures being required for Blocks located in a home asset protection zone; and
- be aware of the Block specific requirements and sustainability and design requirements described in this Guideline.

Capital Estate Developments disclaims all liability (including liability for negligence) in respect of:

- the information included in this Guideline, including

attachments;

- any matter contained in the Block Fill Plans or the existence of regrading, fill or other disability on any land within Denman Prospect, whether caused by the Commonwealth of Australia, the Territory, Capital Estate Developments its agents or servants, previous owners or occupants or otherwise; and
- any plans and specifications that are endorsed by the Design Coordinator as Compliant where those plans and specification do not comply with these Guidelines, the Territory Plan or the requirements of any code or relevant authority including ACTPLA.



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