



DATE OF THIS CONTRACT				
LAND		Block	Section	Division/District
		1	84	Strathnairn
OCCUPANCY		Vacant Possession		
CO-OWNERSHIP	Mark one <i>See clause 16</i>	<input type="checkbox"/> Tenants in common <i>(Show shares)</i>		<input type="checkbox"/> Joint Tenants
SELLER	Full name ACN/ABN Address	Suburban Land Agency 27 105 505 367 480 Northbourne Avenue, Dickson ACT 2602		
SELLER'S SOLICITOR	Firm	Clayton Utz		
	Ref	Alfonso del Rio / Megan Telford		
	Phone	(02) 6279 4049		
	Fax	(02) 6279 4099		
	Address	GPO Box 9806 Canberra ACT 2601		
	Email	ginninderry@claytonutz.com		
BUYER	Full Name ACN/ABN Address			
	Email			
BUYER'S SOLICITOR	Firm			
	Ref			
	Phone			
	Fax			
	DX/Address			
	Email			
RESIDENTIAL WITHOLDING TAX		New residential premises?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
		Subdivision of potential residential land?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
		Buyer required to make a withholding payment?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No (insert details on p.2)
FOREIGN RESIDENTIAL WITHOLDING TAX		Price/value of Land over \$750,000	<input type="checkbox"/> Yes	<input type="checkbox"/> No
		Clearance Certificate attached?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
PRICE	Price	\$ (The Price is GST inclusive)		
	Less Deposit	\$ (5% of Price)		
	Balance	\$		
COMPLIANCE BOND	<i>See clause 5</i>	\$120,000.00		
EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE	<i>See clause 3</i>	31 January 2025		
DATE FOR COMPLETION	<i>See clause 4</i>	Subject to clause 49.2 on or before 5 December 2024		
STANDARD ANNEXURES	Documents annexed to this Contract	Annexure A - Deposited Plan Annexure B - Specimen Lease; Annexure C - Special Conditions; Annexure D - Housing Design Requirements, Annexure E - Director's Guarantee		
SPECIAL CONDITIONS	Indicate whether any special conditions apply	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
READ THIS BEFORE SIGNING				
Before signing this contract you should ensure that you understand your rights and obligations. You should get advice from your solicitor.				
Authorised Delegate of the Suburban Land Agency signature:		Buyer signature:		
Delegate name:		Buyer name:		
Witness signature:		Buyer signature:		
Witness name:		Buyer name:		
		Witness signature:		
		Witness name:		

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 Buyer 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	Suburban Land Agency	
	ABN	27105505367	Phone (02) 6205 0600
	Business address	480 Northbourne Avenue, Dickson ACT 2601	
	Email		
Residential Withholding Tax	Supplier's portion of the RW Amount:	100%	
	RW Percentage:	7%	
	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"/> Yes <input checked="" type="checkbox"/> No	
	If 'Yes', the GST inclusive market value of the non-monetary consideration:	\$	
	Other details (including those required by regulation or the ATO forms):		

1 GRANT OF THE LEASE

- 1.1 The Seller will procure the grant of the Lease to the Buyer on Completion.
- 1.2 The Lease will be granted substantially upon the terms and conditions of the Specimen Lease.

2 TERMS OF PAYMENT

- 2.1 On the Date of this Contract, the Buyer must pay the Deposit to the Seller.
- 2.2 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque.
- 2.3 The Deposit is released to the Seller (when paid) and become the Seller's property absolutely (being part payment of the Price).
- 2.4 If the Deposit is:
 - (a) not paid on time and in accordance with clause 2.1; or
 - (b) 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 25) and clause 26 applies.
- 2.5 If the Seller does not terminate this Contract in accordance with clause 2.4, then this Contract remains on foot, subject to this clause 2.5, until the Seller terminates the Contract pursuant to clause 2.4 or waives the benefit of clause 2.4 pursuant to clause 2.7.
- 2.6 This clause 2 is for the benefit of the Seller and the obligations imposed on the Buyer by this clause 2 are essential. The obligations imposed on the Buyer by this clause 2 bind the Buyer notwithstanding any indulgence, waiver or extension of time by the Seller to the Buyer.
- 2.7 The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of this clause 2 is waived.
- 2.8 If the Contract is:
 - (a) rescinded; or
 - (b) terminated due to the default of the Seller, and the Buyer is entitled to a refund of the Deposit,then the Seller will account to the Buyer for the Deposit paid.
- 2.9 The Seller is not liable to pay interest on any refunded Deposit provided that the Deposit (so much of it that has been paid) is refunded to the Buyer within 15 Working Days of the date the Contract is terminated due to the Seller's default or rescinded.
- 2.10 The payment of the Deposit by the Buyer to the Seller does not create a charge over the Land to the value of the Deposit or any other amount.

3 DEPOSIT BOND AND BANK GUARANTEE

- 3.1 The Deposit to be paid pursuant to clause 2.1 may be paid by way of a Deposit Bond or Bank Guarantee (for 10% of the Price) provided that at least 3 Working Days prior to the Date of this Contract the Buyer:

- (a) informs the Seller of their intention to provide a Deposit Bond or Bank Guarantee;
 - (b) provides the Seller with a copy of the proposed Deposit Bond or Bank Guarantee for approval; and
 - (c) pay the Seller's legal costs of \$330.00 (including GST) for the review and approval of the proposed Deposit Bond or Bank Guarantee, and the Seller approves the proposed Deposit Bond or Bank Guarantee.
- 3.2 The expiry date for the Deposit Bond or Bank Guarantee must not be earlier than the Earliest Date of Expiry of Deposit Bond or Bank Guarantee specified in the Schedule.
- 3.3 The Deposit Bond or Bank Guarantee must:
- (a) show the Seller as the beneficiary of the Deposit Bond or Bank Guarantee; and
 - (b) be for an amount that is not less than 10% of the Price.
- 3.4 The Buyer must pay the amount stipulated in the Deposit Bond or Bank Guarantee to the Seller by unendorsed bank cheque on Completion. Upon receipt of this payment, the Seller must return the original Deposit Bond or Bank Guarantee to the Buyer.
- 3.5 The Buyer is in default if:
- (a) the Deposit Bond or Bank Guarantee has an expiry date prior to the Earliest Date of Expiry of Deposit Bond or Bank Guarantee and is not renewed to the satisfaction of the Seller at least 10 Working Days prior to the expiry of the Deposit Bond or Bank Guarantee; or
 - (b) the provider of the Deposit Bond or Bank Guarantee is placed under external administration of any nature before Completion and the Buyer has not provided a replacement Deposit Bond or Bank Guarantee to the same value and on the same terms and conditions from a solvent party within 5 Working Days of the provider being placed in such administration.
- 3.6 If the Buyer is in default under clause 3.5 it will be deemed to be a failure by the Buyer to pay the Deposit under clause 2 and immediately, and without the notice necessary under clause 25, clause 26 applies.

4 DATE FOR COMPLETION

- 4.1 Completion must take place in Canberra on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.
- 4.2 The Seller will not be liable to the Buyer for any damage or loss caused to the Land from the period commencing 10 Working Days before the Date for Completion and continuing after Completion, including depositing of building waste and materials, except where caused by the negligent or deliberate action or omission of the Seller, its employees, agents or contractors.

5 COMPLIANCE BOND

- 5.1 The Buyer must provide to the Development Manager at Completion the Compliance Bond as security for the performance of the Buyer's obligations in respect of clauses 7, 10 and 40 of this Contract following Completion.

- 5.2 The Development Manager will not be required to hold the Compliance Bond in a trust account or act as a fiduciary in relation to the Compliance Bond.
- 5.3 The Buyer must notify the Development Manager when it considers it has reached Dwelling Completion and the Development Manager must inspect the Land within 10 Working Days of such notice.
- 5.4 If the Development Manager does not believe that Dwelling Completion has been achieved, it must notify the Buyer in writing of this identifying its reasons. The Development Manager will be entitled to charge an additional inspection fee of \$550 (GST inclusive) for each time that the Development Manager, following notification by the Buyer under clause 5.3, notifies the Buyer that Dwelling Completion has not been achieved.
- 5.5 Subject to clause 5.6(b) if following its inspection under clause 5.3, the Development Manager believes Dwelling Completion was achieved within 2 years of Completion then it must pay to the Buyer, or if agreed to by the Development Manager a person nominated by the Buyer, the Compliance Bond (less any amounts which under the terms of this Contract or the Housing Design Requirements are owing to the Seller or Development Manager may deduct from the Compliance Bond) within 20 Working Days of the inspection.
- 5.6 The Buyer agrees and acknowledges that the Buyer will not be entitled to a refund or repayment of the Compliance Bond unless the Buyer has:
- (a) in the Development Manager's reasonable opinion, complied with the Buyer's obligations under clauses 8, 11 and 40 of this Contract; and
 - (b) issued notification to the Development Manager under clause 5.3 within 30 months of Completion that has not been the subject of a notice issued by the Development Manager under clause 5.4.
- 5.7 The Buyer agrees that the benefit of the refund or repayment of the Compliance Bond under this clause 5 (if any) cannot be assigned to any person.

6 SIGNING OF LEASE

- 6.1 The Buyer must, no later than 20 Working Days from the date the Seller serves the Lease on the Buyer:
- (a) sign each copy of the Lease; and
 - (b) return to the Seller's Solicitor the signed original Lease (in duplicate).
- 6.2 The Buyer undertakes to register the Lease following Completion.

7 HOUSING DESIGN REQUIREMENTS AND SELLER APPROVAL

- 7.1 The Buyer must comply with the Housing Design Requirements and the Plans in respect of any dwelling to be constructed on the Land.
- 7.2 If there is any variation to the Housing Design Requirements prior to Completion, the Seller may notify the Buyer and provide:
- (a) a copy of, or website link to, the final form of the amended document; or
 - (b) the variations,
- to the Buyer prior to Completion.

- 7.3 In the event that a change is made to the Plans or Housing Design Requirements from the version that are current as at the Date of this Contract which causes the Buyer a verifiable loss in excess of 5% of the Price, the Buyer may within 10 Working Days of being notified of the amended Plans or Housing Design Requirements rescind this Contract and clause 28 will apply.
- 7.4 No building or improvements are to be erected or altered on the Land without the written endorsement of the Development Manager. This obligation ceases to apply to the Land on Dwelling Completion.
- 7.5 The Development Manager must not unreasonably withhold its endorsement to the erection or alteration of any building or improvements where they are in accordance with the Housing Design Requirements and the approval and consent of all relevant authorities.
- 7.6 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 Housing Design Requirements.
- 7.7 The Buyer acknowledges that the Land is ready and available for inspection.
- 7.8 The Buyer enters into this Contract in reliance upon the Deposited Plan annexed to this Contract and on the Buyer's own enquiries.
- 7.9 If there is an inconsistency between:
- (a) the Housing Design Requirements and the Deposited Plan, the Deposited Plan prevails; or
 - (b) the Housing Design Requirements and the Territory Plan, the Territory Plan prevails.
- 7.10 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 24 of this Contract in respect of any matter set out in the Housing Design Requirements.

8 VARIATION TO LAND AND HOUSING DESIGN REQUIREMENTS

- 8.1 The Buyer acknowledges that the Specimen Lease, the Housing Design Requirements, the Plans and any other documentation made available in relation to the Land may be affected by one or more of the following:
- (a) the requirements of legislation;
 - (b) variations to the Territory Plan;
 - (c) the requirements of government authorities; and
 - (d) physical conditions affecting the Works
- and may result in one or more of the following:
- (e) minor redefinition of the boundaries of the Land;
 - (f) minor road re-alignment or dedication; or
 - (g) minor variations of the easements relating to the provision of Utility Services.
- 8.2 Any redefinition, road realignment or dedication or variation of easements will be deemed to be minor if it does not materially and detrimentally affect the use of the Land.

- 8.3 The area of the Land specified in the Block Details Plan is subject to final survey and in the event of inconsistency with the area in the Deposited Plan, the Deposited Plan prevails.
- 8.4 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 24 of this Contract in respect of any matter set out in clause 8.1 or clause 8.3.

9 PLANNING CONDITIONS

- 9.1 The Buyer acknowledges that the Territory Planning Authority is responsible for all statutory development consents and approvals sought by or on behalf of the Buyer in relation to the Land and the Buyer therefore releases the Seller and Development Manager from any liability, cause of action or any other claim in relation to disturbance, loss or detriment caused by the Territory Planning Authority granting, with or without conditions, or denying any consent or approval in relation to the Land.
- 9.2 The Buyer acknowledges the obligation to make it's own enquiries and to satisfy itself as to the currency and accuracy of information contained in the Territory Plan.
- 9.3 The Buyer acknowledges that the Territory Planning Authority is responsible for the Territory Plan and the Buyer will make no claim against the Seller whatsoever in this regard.
- 9.4 The Buyer acknowledges that nothing in this Contract (including the Housing Design Requirements) or the fact of Completion implies or means that any required approvals, consents or licences regarding planning, design, siting and any other matters relating to the Buyer's Development of the Land will be granted by the regulatory authorities or other agencies of the Australian Capital Territory with or without conditions.

10 DRIVEWAY LAYBACKS AND CROSSOVERS AND VERGES

- 10.1 The Seller will construct any footpath to be located on the Land.
- 10.2 The Buyer will be responsible for the construction of the driveway layback and crossover:
- (a) if there is no footpath on the Land, from the kerb to the property boundary; and
 - (b) if there is a footpath on the Land, from the kerb to the property boundary but excluding the footpath which must not be altered in any way.
- 10.3 The Buyer must pay regard to and not damage or affect any footpath located on the Land.
- 10.4 All driveway laybacks crossovers are to be approved by the relevant authority.
- 10.5 The Buyer must not cause or allow any damage or destruction to the public domain adjoining the Land, being all verges, landscaping (including street trees), gutters, kerbs, footpaths and driveway laybacks and crossovers.
- 10.6 The Buyer must lay turf, complying with the Housing Design Requirements, in the verge areas between the front boundary of the Land and the kerb. Other forms of soft landscaping treatments to the verge areas may only be used with the prior written consent (which may be given in its absolute discretion) of the Seller.

11 FRONT LANDSCAPING

- 11.1 Subject to the Buyer complying with this Contract and achieving Dwelling Completion within 2 years of Completion, the Seller will provide the Front Landscaping to the Land.

- 11.2 On or before Dwelling Completion, the Buyer must select a Front Landscaping garden design in accordance with the Housing Design Requirements and complete, sign and provide to the Seller the Front Landscaping Application Form.
- 11.3 Within approximately 3 months of Dwelling Completion, having regard to the Front Landscaping garden design selected and weather conditions, the Seller will commence the Front Landscaping.
- 11.4 The Buyer agrees to provide, or to procure its successor to provide, the Seller or the Development Manager or their nominated contractor with access to the Land at all times reasonably required by the Seller or the Development Manager or their nominated contractor for the sole purpose of providing the Front Landscaping.
- 11.5 The Buyer releases the Seller and the Development Manager from any liability, cause of action or any other claim in relation to the Front Landscaping except to the extent caused by the negligent or deliberate action or omission of the Seller or the Development Manager or their agents. For clarity, this release does not extend to the Seller's nominated contractor.

12 PROPERTY ACT

- 12.1 The Property Act does not apply to this Contract as this Contract is not a sale of residential property and the grant of the Lease will be the first grant of a crown lease over the Land.

13 NON CONFORMING TRANSFERS NOT TO BE USED

- 13.1 The Buyer acknowledges that it will not be able to use the non conforming transfer provisions of section 17(3) of the *Duties Act 1999* (ACT) in relation to the Contract as the grant of the Lease will be the first grant of a crown lease over the Land.

14 ENTIRE AGREEMENT

- 14.1 The Buyer agrees that this Contract sets out the entire agreement of the parties on the subject matter of this Contract and supersedes any prior agreement, advice or material supplied to the Buyer or understanding on anything connected with the subject matter of this Contract.

15 NO RELIANCE

- 15.1 Each party has entered into this Contract without reliance upon any representation, statement or warranty (including sales and marketing material and preliminary artwork) except as set out in this Contract.
- 15.2 The Buyer:
- (a) relies on its own enquiries in relation to the Land; and
 - (b) warrants that in entering into this Contract the Buyer:
 - (i) has not relied on any express or implied statement, warranty or representation whether oral, written or otherwise made by or on behalf of the Seller to the Buyer in connection with the Land;
 - (ii) has not relied on any documentation made available by or on behalf of the Seller to the Buyer in relation to the Land other than documentation forming part of this Contract; and

- (iii) is satisfied as to the nature, quality and condition of the Land and the purposes for which the Land may be used.

15.3 The Seller makes no warranty as to the accuracy or completeness of any document made available by or on behalf of the Seller to the Buyer in connection with the Land other than documentation forming part of this Contract.

16 CO OWNERSHIP

16.1 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Land in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.

17 NON MERGER

17.1 If any term of this Contract may be given effect to after Completion that term will not merge but will continue in force for as long as necessary to give effect to it.

18 BUYER RIGHTS AND LIMITATIONS

18.1 The Buyer is not entitled to make any requisitions on the title to the Land.

18.2 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 24 of this Contract in respect of:

- (a) Utility Services for the Land being a joint service or passing through another property, or any Utility Services for another property passing through the Land;
- (b) a promise, representation or statement about this Contract, the Land or the Lease, not made in this Contract;
- (c) the size of any service ties for the supply of water on or to the Land;
- (d) the existence of regrading, fill or other disability of or upon the Land, whether caused by the Commonwealth of Australia, the Seller, previous occupants of the Land or otherwise;
- (e) any soil classification in relation to the Land; and
- (f) anything disclosed in this Contract (except an Affecting Interest).

18.3 The Buyer acknowledges, understands and accepts that the existence of regrading, fill, contamination, or any Substance or other disability of or upon the Land may result in work for the construction of any building on the Land being more extensive and expensive than it may otherwise have been in the absence of such regrading, fill, contamination or any Substance or other disability.

18.4 The Seller makes no warranty or representation as to the environmental condition or state of the soil, ground water, contamination or the existence or non-existence of any Substance on or affecting the Land.

19 SELLER WARRANTIES

19.1 The Seller warrants that at the Date of this Contract:

- (a) the Seller will be able to complete at Completion;

- (b) the Seller has no knowledge of any unsatisfied judgment, order or writ issued by a court and tribunal affecting the Land;
- (c) the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court and tribunal affecting the Land; and
- (d) the Seller is not aware of any material change in the matters disclosed in the Housing Design Requirements.

19.2 The Seller warrants that on Completion:

- (a) the Seller will have the capacity to complete;
- (b) there will be no unsatisfied judgment, order or writ issued by a court and tribunal affecting the Land;
- (c) the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment order or writ issued by a court and tribunal affecting the Land; and
- (d) the Seller is not aware of any encroachments by or upon the Land except as disclosed. This warranty does not extend to the location of any dividing fence.

19.3 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.

20 ADJUSTMENTS

20.1 The Lease will be granted on Completion. As a result, there will be no adjustments of Income or Land Charges.

21 TERMS OF POSSESSION

21.1 The Seller must give the Buyer vacant possession of the Land on Completion unless otherwise marked in the Schedule.

22 INSPECTION OF LAND

22.1 The Buyer may on reasonable notice to the Seller inspect the Land during the period 10 Working Days prior to the Date for Completion.

22.2 Subject to clause 4.2, the Seller must leave the Land clean and tidy on Completion.

23 ERRORS AND MISDESCRIPTIONS

23.1 The Buyer will be entitled to compensation on Completion (and the Price will be reduced accordingly) in full and final settlement if the Buyer suffers a loss as a result of an error of any kind or misdescription and the Buyer makes a claim for compensation before Completion.

23.2 This clause 23 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.

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

24 COMPENSATION CLAIMS BY BUYER

- 24.1 This clause 24 applies to claims for compensation arising out of this Contract made by the Buyer against the Seller including claims under clause 23.
- 24.2 To make a claim for compensation (including a claim under clause 23) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:
- (a) the Seller can rescind if in the case of a claim that is not a claim for delay:
 - (i) the Seller gives notice to the Buyer of an intention to rescind; and
 - (ii) the Buyer does not give notice to the Seller waiving the claim within 10 Working Days after receiving the notice; and
 - (b) if the Seller does not rescind under clause 24.2(a), the Parties must complete (without any deduction to the Price) and:
 - (i) the claim must be finalised (subject to clause 24.2(b)(v)) either by agreement or, failing agreement, by an arbitrator appointed by the parties or, if an appointment is not made within 20 Working 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;
 - (ii) the decision of the arbitrator is final and binding save for:
 - a. manifest error by the arbitrator obvious on its face in the final determination by the arbitrator;
 - b. error in the application of law by the arbitrator in making his or her determination; or
 - c. improper or unlawful conduct by the arbitrator or either party that affected or might reasonably be thought to affect the arbitrator's determination;
 - (iii) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator;
 - (iv) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer; and
 - (v) 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 3 calendar months after Completion.

25 NOTICE TO COMPLETE AND DEFAULT NOTICE

- 25.1 If Completion does not take place by the Date for Completion, either party may, at any time after the Date for Completion, serve on the other party a Notice to Complete.
- 25.2 A Notice to Complete must appoint a time during business hours and a date being not less than 10 Working 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.
- 25.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
- (a) not be in default; and

- (b) be ready, willing and able to complete but for some default or omission of the other party.
- 25.4 Completion at the time, date and place specified in the Notice to Complete is an essential term.
- 25.5 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.
- 25.6 A Default Notice must:
 - (a) specify the default; and
 - (b) require the party served with the Default Notice to rectify the default within 5 Working Days after service of the Default Notice (excluding the date of service).
- 25.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 25.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 25.9 Clauses 26 or 27 will apply as applicable where the party served does not comply with the Notice to Complete or the Default Notice issued in accordance with this clause 25.
- 25.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party;
 - (a) the time agreed to in the variation remains an essential term; and
 - (b) the consent to the variation must be in writing and be served on the other party.
- 25.11 The parties agree that the time referred to in clauses 25.2 and 25.6(b) is fair and reasonable.

26 TERMINATION – BUYER DEFAULT

- 26.1 If the Buyer does not comply with a Notice to Complete or a Default Notice served by the Seller or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate this Contract and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
 - (a) sue the Buyer for breach; or
 - (b) re-sell the Land and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Land within 12 months of termination.
- 26.2 Subject to clause 26.4, if this Contract is terminated by the Seller pursuant to clause 26.1, the Seller is not required to refund the Deposit to the Buyer and the Deposit is forfeited to the Seller without further notice to the Buyer.
- 26.3 The Seller must refund the portion of the Deposit which exceeds 10% of the Price (if any).
- 26.4 In addition to any money forfeited to the Seller under clause 26.2, the Seller may retain on termination any other money paid by the Buyer (not including the Deposit) 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.

- 26.5 For the avoidance of doubt, if the Deposit is paid by Deposit Bond or Bank Guarantee in accordance with clause 3, and the Seller is entitled to terminate in accordance with clause 26.1, the Buyer acknowledges that the Seller is entitled to, and may, call upon the Deposit Bond or Bank Guarantee immediately after serving the termination notice.

27 TERMINATION – SELLER DEFAULT

- 27.1 If the Seller does not comply with a Notice to Complete or a Default Notice served by the Buyer or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:

- (a) terminate and seek damages; or
- (b) enforce without further notice any other rights and remedies available to the Buyer.

- 27.2 If this Contract is terminated by the Buyer pursuant to clause 27.1 the Deposit must be refunded to the Buyer within 15 Working Days without any further authority being necessary.

28 RESCISSION

- 28.1 If this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

- (a) the Deposit and all other money paid by the Buyer must be refunded to the Buyer within 15 Working Days without any further authority being necessary; and
- (b) neither party is liable to pay the other any amount for damages, costs or expenses.

29 DAMAGES FOR DELAY IN COMPLETION

- 29.1 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:

- (a) interest on the Price at the rate of 10% per annum calculated on a daily basis from the Date for Completion to Completion (inclusive); and
- (b) the amount of \$660.00 (including GST) to be applied towards any legal costs and disbursements incurred by the party not at default if Completion occurs later than 5 Working Days after the Date for Completion.

- 29.2 The party at fault must pay the amount specified in clause 29.1 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

- 29.3 The parties agree that:

- (a) the amount of any damages payable under clauses 29.1(a) to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
- (b) the damages must be paid on Completion.

30 FOREIGN BUYER

- 30.1 The Buyer warrants that the Commonwealth Treasurer cannot prohibit and has not prohibited the grant of the Lease under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.
- 30.2 This clause is an essential term.

31 GST

- 31.1 The Buyer and the Seller agree that the Margin Scheme applies to the Supply of the Land.
- 31.2 The Seller warrants that it can use the Margin Scheme and promises that it will.
- 31.3 The Seller is solely liable for any GST payable in relation to this Contract and the Seller confirms that the Buyer has no obligation to pay any GST in addition to the Price.

32 INSOLVENCY

- 32.1 If the Buyer suffers an Insolvency Event, the Buyer must immediately notify the Seller in writing.
- 32.2 If the Seller receives notice that the Buyer has suffered an Insolvency Event (either pursuant to clause 32.1 or by some other means), the Seller may terminate this Contract and clause 26 will apply.

33 POWER OF ATTORNEY

- 33.1 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.

34 NOTICES CLAIMS AND AUTHORITIES

- 34.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

- 34.2 To serve a notice a party must:

- (a) leave it at; or
- (b) send it by a method of post requiring acknowledgement of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

- (c) serve it on that party's solicitor in any of the above ways; or
- (d) send it by email to an email address of that party's solicitor specified on the Schedule or otherwise as notified from time to time and, unless the receiving party indicates by immediate automatic response 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 Working Day, on the next Working Day.

- 34.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

34.4 If a notice is served in accordance with clause 34.2(a), the notice is taken to have been received on the day that it is delivered or, if not delivered before 5:00pm on a Working Day, on the next Working Day.

34.5 If a notice is served in accordance with clause 34.2(b), the notice is taken to have been received on the day 2 Working Days after it was posted.

35 BUSHFIRE PROTECTION

35.1 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.

36 CAT CONTAINMENT

36.1 The Land is part of an area which is 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.

37 GEOTECHNICAL INFORMATION

37.1 The Seller discloses the existence of the Site Classification Certificate which the Buyer acknowledges is available for its examination.

37.2 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 24 of this Contract in respect of any matter set out in the Site Classification Certificate.

38 RIVER CORRIDOR CONSERVATION MANAGEMENT TRUST

38.1 The appropriate conservation management of the heritage and ecological value of the Murrumbidgee river corridor is of critical importance to its long term health and sustainability.

38.2 The Seller and/or Development Manager may establish a body (**River Corridor Conservation Management Trust**) to undertake that management, subject to receipt of funds under clause 38.3.

38.3 The Buyer acknowledges that the ACT Government may, as a means of ensuring ongoing funding of the River Corridor Conservation Management Trust, impose a levy (or similar charge) on the Land.

39 PRIVACY

39.1 The Buyer acknowledges that they have received, read, and understood the Ginninderry Privacy Policy and Ginninderry Privacy Collection Notice, and accepts that any information collected by the Development Manager, the Appointed Sales Agent, or the Seller pursuant to this Contract is held and used in accordance with the Ginninderry Privacy Policy and Ginninderry Privacy Collection Notice.

39.2 The Buyer consents to the Development Manager's, the Appointed Sales Agent's and the Seller's use of any personal information provided by the Buyer to reasonably fulfil the purpose of this Contract and any of its functions, including:

- (a) disclosure of personal information to the ACT Revenue Office and other ACT and Commonwealth government agencies;
- (b) for entering into, administering and completing this Contract;
- (c) for planning and product development by the Seller and Development Manager;

- (d) to comply with the Seller's obligations or to enforce its rights under this Contract;
- (e) to owners of adjoining land to enable them to deal with the Buyer concerning any development or other work which they wish to undertake on their land (including disclosure of personal information to contractors to assist adjoining land owners to comply with their obligations to enforce their rights in relation to fencing);
- (f) to surveyors, engineers and other parties who are engaged by the Seller or the Development Manager to carry out works which may affect the Land;
- (g) to service providers engaged by the Seller or the Development Manager, such as legal advisors, financial advisors, environmental consultants, market research organisations, mail houses and delivery companies;
- (h) to Evergen and any other home energy management system provider that the Development Manager has a data sharing agreement with;
- (i) to any third party who has a right or entitlement to share in the monies paid or payable to the Seller under this Contract; and
- (j) in other circumstances where the Seller, the Development Manager or the Appointed Sales Agent is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

40 MANDATORY SUSTAINABILITY REQUIREMENTS

- 40.1 The Buyer agrees, in compliance with the Housing Design Requirements, to comply with the Sustainability and Waste Management Requirements.
- 40.2 The Buyer acknowledges that management of waste is an important issue during the construction process. The Buyer must ensure that any person undertaking the construction process on the Land manages waste in a manner consistent with the Housing Design Requirements.

41 LAND DESCRIPTION

- 41.1 The Buyer acknowledges and understands that the Seller advises and the Buyer acknowledges that the description of the Land in the Plans, Housing Design Requirements and associated documents may be by way of alphabetical block and section references.
- 41.2 Numerical block and section references in the Schedule have issued for the Land and the Land reference includes the former alphabetical block and section references for the Land.

42 SERVICE PROVIDERS

- 42.1 The Seller is not a Utility Service provider and any works undertaken on the Land by the Seller do not include actual connections to services, substations, transformers or any other thing that may be required for such connections.
- 42.2 The Buyer will be responsible for contacting all relevant service providers for Utility Services as soon as practicable to arrange servicing of the Land by those service providers to avoid delays to their Development caused as a consequence of being unable to access a Utility Service.

43 DIRECTOR'S GUARANTEE

- 43.1 Where the Buyer is a corporation, all directors of that corporation must guarantee that corporation's performance of its obligations under this Contract.

43.2 The guarantee is to be in the form attached as Annexure E.

44 FOREIGN RESIDENT WITHHOLDING TAX

44.1 In this clause 44, the following definitions apply:

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

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

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:

- (a) the Price (including GST); and
- (b) 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 44.6 and 44.7 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 (Cth)* and associated provisions.

44.2 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.

44.3 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.

44.4 If neither clause 44.2 or 44.3 apply, then:

- (a) the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 44.4(b)(i), within 5 days of written request from the Buyer;
- (b) the Buyer must:
 - (i) lodge a purchaser payment notification form with the ATO; and
 - (ii) give evidence of compliance with clause 44.4(b)(i) to the Seller;no later than 5 days before the Date for Completion;

- (c) 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
- (d) 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 44.4(c) in payment of the Withholding Amount following Completion.

44.5 If clause 44.4 applies and the parties do not comply with clause 43.4(d):

- (e) 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
- (f) the Buyer charges the Land (for the benefit of the Seller) with the Buyer's obligations under this clause 44.5.

44.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.

44.7 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 Land of the Sellers that are subject to a Clearance Certificate.

44.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the Buyer that the 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.

Warning: The following clauses 45.1 to 45.14 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

45 RESIDENTIAL WITHHOLDING TAX

45.1 In this clause 45 the following words have the following meanings:

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

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

RW Amount Information means the information set out in the table entitled "RW Amount (Residential Withholding Payment) — Further Details" set out in this Contract; and as provided or updated under this Contract.

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 Land from the Seller to the Buyer; and

Withholding Law means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.

45.2 The Seller must provide the Buyer with the RW Amount Information no later than 28 days prior to the Date for Completion.

- 45.3 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 Land from the Seller to the Buyer.
- 45.4 The following clauses 45.5 to 45.14 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 45.5 Subject to any adjustments to the Price or non-monetary consideration that may arise after the date that the RW Amount Information is provided in accordance with clause 45.2 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 Land from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 45.6 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 at least 10 Working Days prior to the Date for Completion.
- 45.7 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.
- 45.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and give to the Seller on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 45.9 The Seller must forward the unendorsed bank cheque provided under clause 45.8 to the ATO within 5 Working Days following Completion and provide the Buyer with evidence of payment of the RW Amount to the ATO.
- 45.10 The Buyer and Seller must comply with all ATO requirements in relation to the Withholding Law and must also assist and co-operate with each other in order to ensure that those requirements are met. If necessary to give effect to this clause, the Buyer appoints the Seller as its agent of the purpose of completing any notification required to be given by the Buyer to the ATO.
- 45.11 The Seller may provide the Buyer with updated RW Amount Information at any time, and (if necessary) on more than one occasion, prior to Completion. If the Seller provides the Buyer with updated RW Amount Information in accordance with this clause, the Buyer must, within 3 Working Days of receipt of the RW Amount Information, 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 including the updated RW Amount Information.
- 45.12 The Seller indemnifies the Buyer against the amount of any penalties or interest charges imposed by the ATO on the Buyer (or the relevant recipient of the supply) arising from any failure by the Seller to forward the unendorsed bank cheque required by clause 45.8 to the ATO.

Potential Residential Land

- 45.13 If the 'Subdivision of potential residential land?' option on the Schedule is selected 'yes' and the Buyer (or the relevant recipient for GST purposes) is:
- (a) registered for GST purposes; and
 - (b) acquiring the Land for a creditable purpose;

the Buyer must provide the Seller with a statement to that effect on the earlier of:

- (c) 10 Working Days before the Date for Completion; or
- (d) 20 Working Days after the Date of this Contract.

45.14 Where the Buyer has provided the statement referred to in clause 45.13 the Buyer indemnifies the Seller against the amount of any penalties or interest charges imposed by the ATO on the Seller (or the relevant entity making the supply of the Land).

46 DEFINITIONS

46.1 Definitions appear in the Schedule and as follows:

ACT Revenue Office means the ACT Revenue Office of the Chief Minister, Treasury and Economic Development Directorate;

Affecting Interest means any mortgage, Encumbrance, lease, lien, charge, notice, order, caveat, writ or other interest;

Appointed Sales Agent means Riverview Sales and Marketing Pty Limited ACN 605 266 402;

Balance of the Price means the Price less the Deposit;

Bank Guarantee means a bank guarantee issued by a bank operating in Australia in a form satisfactory to the Seller;

Certificate of Compliance has the meaning in the *Planning Act 2023* (ACT);

Certificate of Occupancy means a 'Certificate of Occupancy' as that term is defined in the *Building Act 2004* (ACT) for the dwelling on the Land;

Completion means the time at which this Contract is completed;

Compliance Bond means the amount set out in the Schedule;

Contract means the Schedule, terms and conditions and any annexure, additional clauses and attachments forming part of this Contract;

Default Notice means a notice in accordance with clauses 25.5 and 25.6;

Deposit means the amount specified in the Schedule;

Deposit Bond means a deposit insurance bond issued to the Seller at the request of the Buyer in a form satisfactory to the Seller;

Deposited Plan means a plan relating to the Land registered under section 7 of the *Districts Act 2002* (ACT);

Development has the meaning in the *Planning Act*;

Development Manager means Riverview Projects (ACT) Pty Ltd ACN 165 870 539, ABN 30 165 870 539;

Dwelling Completion means the point at which all of the following have been satisfied in relation to the Land:

- (a) a Certificate of Occupancy has issued;
- (b) a Certificate of Compliance has issued;

- (c) the dwelling erected on the Land corresponds with the one for which endorsement was given by the Development Manager under clause 7.4;
- (d) clause 10 has been complied with and there is no damage to any public domain (as identified in clause 10.5);
- (e) clause 48 has been complied with;
- (f) clause 40 has been complied with; and
- (g) the Buyer has otherwise complied with the requirements of this Contract;

Encumbrance means an unregistered or statutory encumbrance, but does not include an encumbrance that is to be released or discharged on or before Completion or an easement identifies in the Housing Design Requirements;

Front Landscaping means the Seller providing landscaping to the front of the dwelling constructed on the Land selected, with such landscaping to be in compliance with the Housing Design Requirements;

Front Landscaping Application Form means a form described as such and made available to the Buyer prior to Dwelling Completion;

Ginninderry Privacy Collection Notice means the Privacy Collection Notice available at <https://ginninderry.com/privacy-collection-notice/> as amended time to time;

Ginninderry Privacy Policy means the Privacy Policy available at <https://ginninderry.com/privacy-policy/> as amended from time to time;

GST has the meaning ascribed to it under the GST Law and, where appropriate, includes voluntary and Notional GST. Expressions used in this Contract of Sale which are defined in the GST Law have the same meaning as given to them in the GST Law;

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Household Energy Package includes the mandatory items of photo voltaic arrays, inverter and demand management system and such other items as identified in the Housing Design Requirements;

Housing Design Requirements means the Housing Design Requirements annexed to this Contract as Annexure D;

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

Income means the rents and profits derived from the Land;

Insolvency Event means the following:

- (a) where the Buyer is a natural person and:
 - (i) the Buyer authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors;
 - (ii) a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or
 - (iii) the Buyer commits an act of bankruptcy; or

- (b) where the Buyer is a body corporate and:
- (i) the Buyer becomes, or attempts are made for the Buyer to become an externally administered body corporate in accordance with the *Corporations Act 2001* (Cth); or
 - (ii) a controller (as defined by the *Corporations Act 2001* (Cth)) is appointed, or attempts are made to have a controller appointed for any of the Buyer's assets;

Land means the land described in the Schedule and to be the subject of the Lease;

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

Lease means a Crown lease that is not subject to the provisions of the *Land Rent Act 2008* (ACT) that will be granted in accordance with the Planning Act in a form similar to the Specimen Lease and which may, where the Land is affected by an easement identified in the Housing Design Requirements, include an annexure or additional provisions detailing the terms of the easement;

Margin Scheme has the meaning given to that term in the GST Law;

Notice to Complete means a notice in accordance with clauses 25.1 and 25.2 requiring a party to complete;

Notional GST means, where the supplier is the Commonwealth and an obligation exists to make voluntary or notional GST payments under section 177-1 of the GST Law, those voluntary or notional payments are made by or on behalf of the Commonwealth. For the avoidance of doubt Notional GST amounts will be calculated as if the GST Law applies to the relevant supplies;

Personal Information has the meaning given to it in the Privacy Act;

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

Plans means:

- (a) the Staging Plan;
- (b) the Block Fill Plan; and
- (c) the Block Details Plan.

Privacy Act means the *Privacy Act 1988* (Cth) and any ancillary rules, regulations, guidelines, orders, directives, codes of conduct or practice or other instrument made or issued thereunder, including:

- (a) any consolidation, amendment re-enactment or replacement of any of them or the Privacy Act, and
- (b) the National Privacy Principles under the Privacy Act;

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

Site Classification Certificate means the site classification certificate with respect to the Land available at www.Ginninderry.com or as otherwise advised by the Seller from time to time.

Specimen Lease means the specimen Crown lease annexed to this Contract at Annexure B;

Substance means any substance or thing which is or may be an emission to the environment or harmful to the environment or the health or safety of any person or may cause damage to property and includes:

- (a) asbestos;
- (b) polychlorinated biphenyls;
- (c) heavy metals;
- (d) chemicals;
- (e) contaminants; and
- (f) any other matter whether solid, liquid or gaseous form, or whether naturally occurring or man-made;

Supply has the meaning of the GST Law;

Sustainability and Waste Management Requirements means the minimum sustainability and waste requirements in relation to the dwelling to be constructed on the Land as set out in the sustainability and waste management requirements parts of the Housing Design Requirements;

Territory Plan means the *Territory Plan 2023 (ACT)* as amended and varied from time to time;

Territory Planning Authority means the body corporate established in accordance with the Planning Act;

Utility Services includes drainage, electricity, garbage collection, gas, sewerage, telecommunications (including NBN) or water; and

Working Days has the meaning given to it by the *Legislation Act 2001 (ACT)*.

47 INTERPRETATION

47.1 In this Contract:

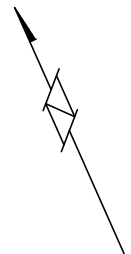
- (a) a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- (b) the singular includes the plural, and the plural includes the singular;
- (c) a reference to a person includes a body corporate;
- (d) a term not otherwise defined has the meaning in the *Legislation Act 2001 (ACT)*; and
- (e) a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

47.2 Headings are inserted for convenience only and are not part of this Contract.

47.3 If the time for something to be done or to happen is not a Working Day, the time is extended to the next Working Day, except in the case of clause 2.1.

47.4 If there is more than one Buyer or more than one Seller the obligations which they undertake bind them jointly and individually.

ANNEXURE A – DEPOSITED PLAN

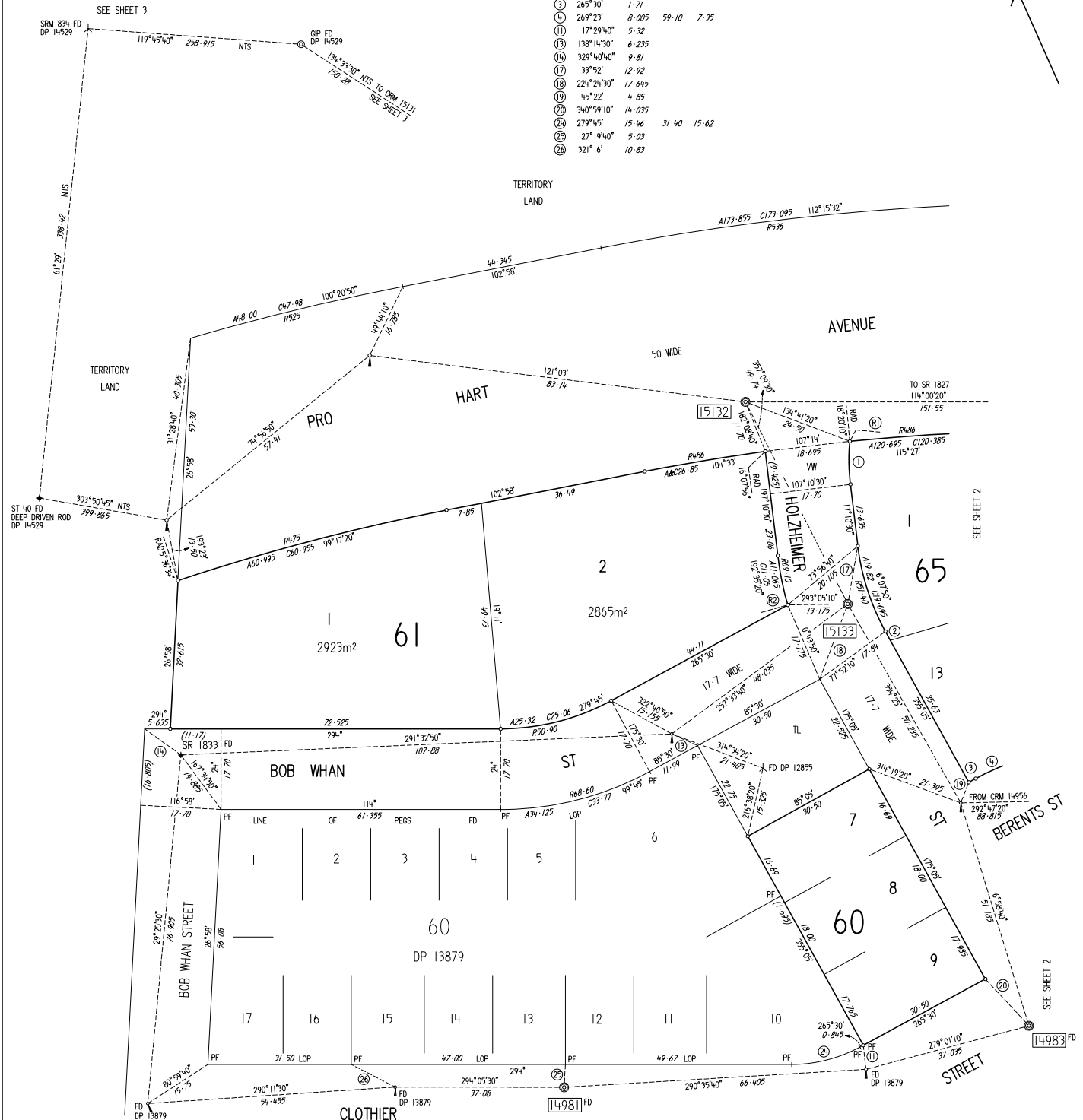


SHORT LINE TABLE

LINE	BEARING	DISTANCE	RADIUS	ARC
①	23°12'50"	9.46	44.90	9.475
②	355°05'	2.24		
③	265°30'	1.71		
④	269°23'	8.005	59.10	7.35
⑤	17°29'40"	5.32		
⑥	138°14'30"	6.235		
⑦	329°40'40"	9.81		
⑧	33°52'	12.92		
⑨	224°24'30"	17.645		
⑩	45°22'	4.85		
⑪	340°59'10"	14.035		
⑫	279°45'	15.46	31.40	15.62
⑬	27°19'40"	5.03		
⑭	321°16'	10.83		

RADIAL LINE TABLE

LINE	BEARING
Ⓡ1	299°15'41"
Ⓡ2	278°00'04"



REF MARK	EASTING	NORTHING	ORIGIN
CRM 14981	198 144.52	610 274.055	DP 13879
CRM 14983	198 243.26	610 244.895	DP 13879
CRM 15132	198 242.125	610 395.37	PLACED
CRM 15133	198 244.59	610 345.695	PLACED
SR 1827	198 380.565	610 333.72	DP 12855
SR 1833	198 097.345	610 374.97	DP 13879
ST 40	197 783.355	610 446.055	DP 14529
SRM 834	198 080.72	610 807.625	DP 14529

- REFERENCE MARKS
- ⊙ Denotes GIP in road - 83 radially from T-P
 - ⊙ - C-B - 1-83 - T-P
 - ⊙ - PLAQUE IN KERB
 - ⊙ - DEEP DRIVEN ROD
 - ⊙ - D&W IN KERB
 - ⊙ - STAR PICKET
- (Except as otherwise shown)

NOTE: Azimuth: A-B (Strom)
SEE SHEET 3
Field Books:
All easements are 2.5 metres wide
(Except as otherwise shown)

LOP LINE OF PEGS FOUND
NTS NOT TO SCALE
TL TERRITORY LAND
VW VARIABLE WIDTH
FOR CLARITY ON THIS PLAN KERBING HAS NOT BEEN SHOWN
THE DIVISION LINE BETWEEN HOLT & STRATHNAIRN HAS BEEN SHOWN OFFSETTED TO THEIR ACTUAL COMMON BOUNDARY LINE

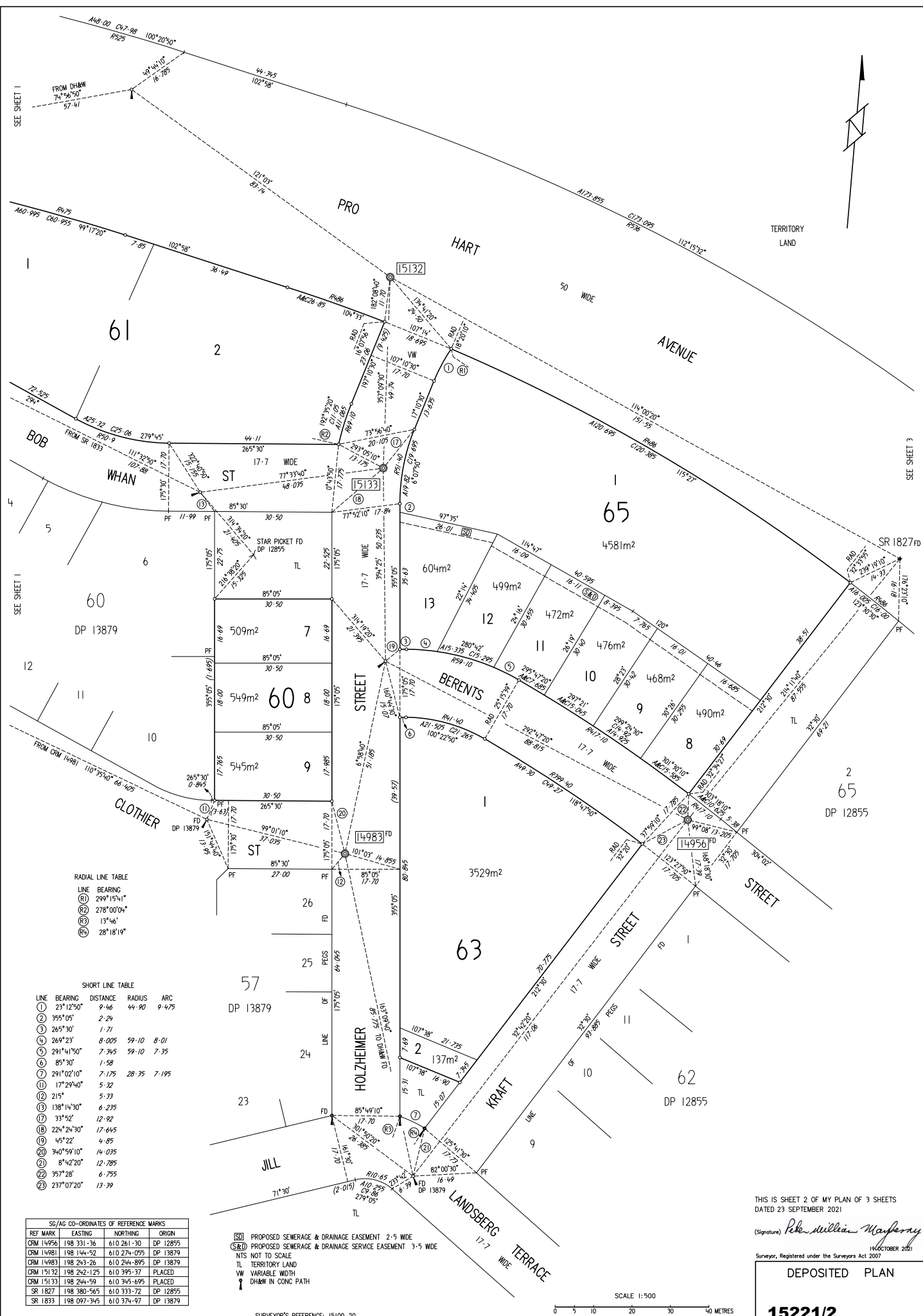
MAIL McDONALD BARNESLEY (02) 6251 4976
I, PETER WILLIAM MAYERBERRY of survey@mbmsurveyors.com.au
a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 23 SEPTEMBER 2021
(Signature) *Peter William Mayerberry*
Surveyor, Registered under the Surveyors Act 2007 19 OCTOBER 2021
I certify that this plan is the plan prepared in accordance with the Districts Act 2002
25 October 2021
Surveyor-General of the ACT

PLAN OF
BLOCKS 7-9 SECTION 60, BLKS 1-2 SEC 61,
BLKS 1-2 SEC 63, BLKS 1 & 8-13 SEC 65,
BLK 1 SEC 83 & BLK 1 SEC 84
DIVISION: STRATHNAIRN
DISTRICT: BELCONNEN
AUSTRALIAN CAPITAL TERRITORY
SCALE 1:500
0 5 10 20 30 40 METRES

THIS IS SHEET 1 OF MY PLAN OF 3 SHEETS

Deposited in the office of the Registrar of Titles at Canberra
In the Australian Capital Territory at
8:44 am, 04/11/2021
Approved
David Pryce
Registrar-General
Registrar of Titles

DEPOSITED PLAN
15221/1



RADIAL LINE TABLE

LINE	BEARING
(1)	299°15'41"
(2)	278°00'04"
(3)	13°46'
(4)	28°18'19"

SHORT LINE TABLE

LINE	BEARING	DISTANCE	RADIUS	ARC
(1)	23°12'50"	9.46	44.90	9.475
(2)	355°05'	2.24		
(3)	265°30'	1.71		
(4)	265°05'	8.005	59.10	8.01
(5)	291°41'50"	7.345	59.10	7.35
(6)	85°30'	1.58		
(7)	291°02'10"	7.175	28.35	7.195
(8)	17°28'40"	5.32		
(9)	215°	5.33		
(10)	138°14'30"	6.235		
(11)	33°52'	12.92		
(12)	224°24'30"	17.645		
(13)	45°22'	4.85		
(14)	340°59'10"	14.035		
(15)	8°42'20"	12.785		
(16)	357°28'	6.755		
(17)	237°07'20"	13.39		

SG/AG CO-ORDINATES OF REFERENCE MARKS

REF MARK	EASTING	NORTHING	ORIGIN
CRM 14956	198 331.36	610 261.30	DP 12855
CRM 14981	198 144.52	610 274.055	DP 13879
CRM 14983	198 243.26	610 244.895	DP 13879
CRM 15132	198 242.125	610 395.37	PLACED
CRM 15133	198 244.59	610 345.495	PLACED
SR 1827	198 380.545	610 333.72	DP 12855
SR 1833	198 097.345	610 374.47	DP 13879

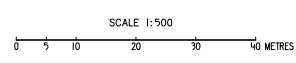
- (S) PROPOSED SEWERAGE & DRAINAGE EASEMENT 2.5 WIDE
- (SD) PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 WIDE
- NTS NOT TO SCALE
- TL TERRITORY LAND
- VW VARIABLE WIDTH
- DHWM IN CONC PATH

THIS IS SHEET 2 OF MY PLAN OF 3 SHEETS DATED 23 SEPTEMBER 2021

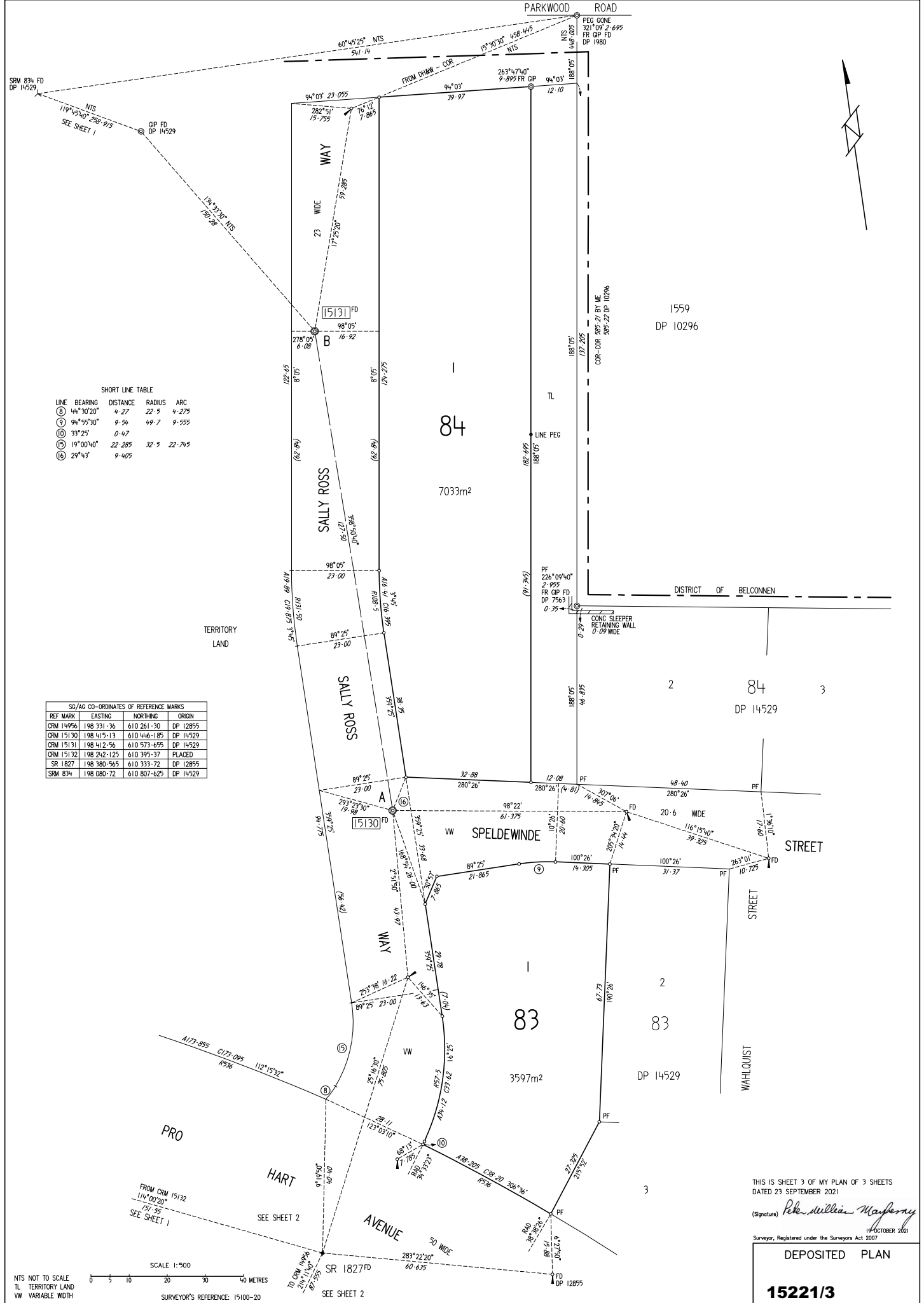
(Signature) *Peter William Masonry*
 19 OCTOBER 2021
 Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

15221/2



SURVEYOR'S REFERENCE: 15100-20



SHORT LINE TABLE

LINE	BEARING	DISTANCE	RADIUS	ARC
(8)	44°30'20"	4.27	22.5	4.275
(9)	94°55'30"	9.54	49.7	9.555
(10)	33°25'	0.47		
(15)	19°00'40"	22.285	32.5	22.745
(16)	29°43'	9.405		

SG/AG CO-ORDINATES OF REFERENCE MARKS

REF MARK	EASTING	NORTHING	ORIGIN
CRM 14956	198 331.36	610 261.30	DP 12855
CRM 15130	198 415.13	610 446.185	DP 14529
CRM 15131	198 412.56	610 573.655	DP 14529
CRM 15132	198 242.125	610 395.37	PLACED
SR 1827	198 380.545	610 333.72	DP 12855
SRM 834	198 080.72	610 807.625	DP 14529

SCALE 1:500
 0 5 10 20 30 40 METRES
 SURVEYOR'S REFERENCE: 15100-20

THIS IS SHEET 3 OF MY PLAN OF 3 SHEETS
 DATED 23 SEPTEMBER 2021

(Signature) *Pete William Mayberry*
 14 OCTOBER 2021
 Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN
15221/3

ANNEXURE B - SPECIMEN LEASE

This is a market value lease
– s263 (2) (a) (ii)
Planning Act 2023

AUSTRALIAN CAPITAL TERRITORY

PLANNING ACT 2023

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

LEASE GRANTED pursuant to the *Planning Act 2023* and the Regulations made under that Act on the _____ day of _____ Two thousand and twenty four WHEREBY THE TERRITORY PLANNING AUTHORITY (“the Authority”) ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA (“the Commonwealth”) in exercising its functions grants to * _____ a company having its registered office at * _____ in the Australian Capital Territory (“the Lessee”) ALL THAT piece or parcel of land situate in the Australian Capital Territory containing **an area of * _____ square metres** or thereabouts and being **Block * Section * Division of *** as delineated on **Deposited Plan Number _____** in the Registrar-General’s Office at Canberra in the said Territory (“the land”) RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO

LESSEE

LAND

TERM

HOLD unto the Lessee for the term of ninety nine years commencing on the day of _____ Two thousand and twenty four (“the date of the commencement of the lease”) to be used by the Lessee for the purpose set out in Clause 3(b) of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times provided for in this lease and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

INTERPRETATION 1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the Territory Planning Authority established under section 16 of the *Planning Act 2023*;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) "class" for a building or structure, means the class of building or structure under the building code as defined in the *Building Act 2004*;
- (d) "dual occupancy housing" means the use of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (e) "dwelling" has the same meaning as in the *Planning (General) Regulation 2023*;
- (f) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
- (g) "multi-unit housing" means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (h) "premises" means the land and any building or other improvements on the land;
- (i) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and

(ii) when used in any other sense the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988 (C'th)*;

(j) words in the singular include the plural and vice versa;

(k) words importing one gender include the other genders;

(l) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

(a) That the Lessee shall pay to the Authority rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

MANNER OF
PAYMENT OF
RENT

(b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever.

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

COMPLETION
OF DEVELOPMENT

(a) That the Lessee shall within forty eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority complete the erection of an approved development on the land in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable to such development;

PURPOSE

(b) To use the land for the purpose of multi-unit housing for not more than * (*) dwellings;

RESERVATION FOR
SERVICES

(c) That:

(i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a 'proposed services easement' on the Deposited Plan, a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");

(ii) the service provider may:

- (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Reservation; and
- (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
- (iii) in exercising the powers in Clause 3(c)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 3(c)(iii)(B), does not require the service provider to restore:
 - (A) the land to a condition that would result in:
 - (1) an interference with:
 - (i) any service on or through the land; or
 - (ii) access to any service on or through the land; or
 - (2) a contravention of a law of the Territory; or
 - (B) any building or structure placed or constructed on any part of the land comprising the Reservation;
- (v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Reservation UNLESS written advice from the service provider is obtained;
- (vi) for the purposes of the Reservation, “services”, includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and

- (vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;
- PROVISION OF HYDRAULIC MAINS STORMWATER DRAINS AND SEWER LINES (d) That the Lessee shall provide and thereafter maintain hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants on the land in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- PROVISION OF STORAGE AREAS CARPARKING AND ILLUMINATION (e) That the Lessee shall provide and thereafter maintain storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- PROVISION OF FACILITIES FOR ELECTRICAL AND TELEPHONE CABLES (f) That the Lessee shall provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;
- LANDSCAPING (g) That the Lessee shall provide and thereafter maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- PRESERVATION OF TREES (h) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 (ii) to which the *Tree Protection Act 2005*, applies;
- SERVICE AREAS (i) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (j) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;
- REPAIR (k) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;

FAILURE TO REPAIR

- (l) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF INSPECTION

- (m) Subject to the provisions of the *Planning Act 2023* to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND CHARGES

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

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET ENJOYMENT

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

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) an approved development in accordance with Clause 3(a) of this lease is not completed within the period specified in the said Clause; or

- (iii) after completion of an approved development as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iv) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

ACCEPTANCE
OF RENT

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

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning Act 2023 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES

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

EXERCISE OF
POWERS

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the *Planning Act 2023*.

IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

Signed by)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the) Delegate
presence of)

.....
Witness

Signed by)
)

.....
Signature

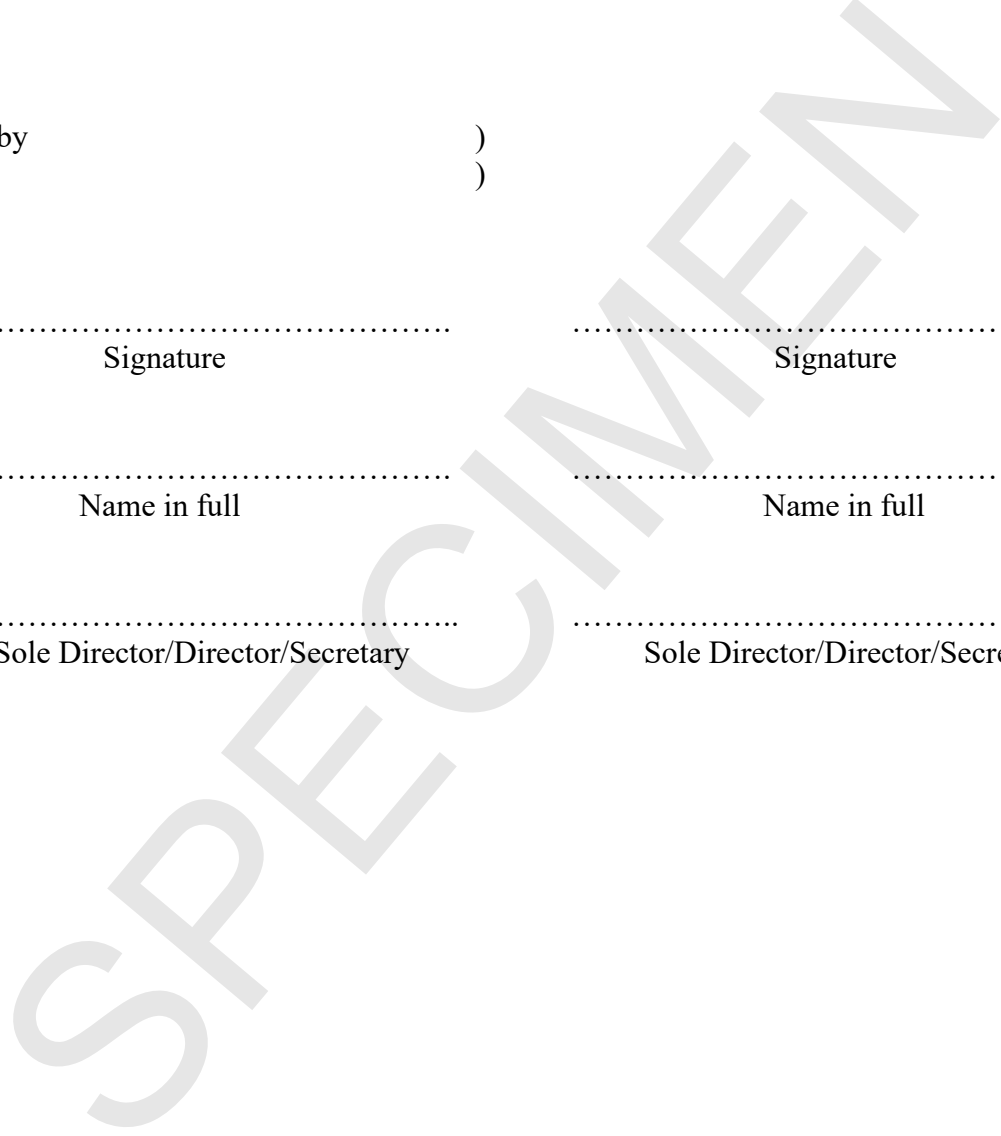
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Signature

.....
Name in full

.....
Name in full

.....
Sole Director/Director/Secretary

.....
Sole Director/Director/Secretary





3287426

LAND TITLES
ACCESS CANBERRA

Chief Minister, Treasury and Economic Development Directorate

MEMORANDUM OF PROVISIONS

Form 049 - MOP

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Natalie Lacey	Natalie.Lacey@act.gov.au		6205 9803

NAME OF ORGANISATION WHO DEVELOPED THE MOP (Applicant)

Environment Planning 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, Natalie Lacey being a public servant delegate of the Environment, Planning and Sustainable Development Directorate (EPSDD) of 480 Northbourne Avenue Dickson certify that this memorandum (comprising of 5 pages) is lodged on behalf of EPSDD and contains provisions that are to be incorporated by reference in such Crown Lease as refer to this memorandum.

- Standard Suburb

CERTIFICATION *Delete the inapplicable

Applicant

*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: *Natalie Lacey*
 Delegate of the Territory Planning Authority
 8 December 2023

Witnessed By:
 Full Name of Witness: Jaeyoung Park

OFFICE USE ONLY			
Lodged by	LMT	Registered date / by	LMT - 11/12/2023
Data entered by		Attachments/Annexures	

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

Memorandum Of Provisions

Memorandum of Provisions No. 3287426

1. INTERPRETATION

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

- 1.1 'Act' – means the *Planning Act 2023*;
- 1.2 'Authority' - means the *Territory Planning Authority* established by section 16 of the *Planning Act 2023*;
- 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' – has the same meaning as in the *Planning (General) Regulation 2023*;
- 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;
- 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;

REPAIR AND MAINTAIN

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

RIGHT OF INSPECTION

- 2.8 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

- 2.9 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

- 2.10 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 subclause 2.7, 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 subclause 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 subclause 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 Act 2023*.



.....
Signed by Craig Weller)
a delegate authorised to execute this)
Memorandum of Provisions on behalf)
of the Commonwealth)

ANNEXURE C - SPECIAL CONDITIONS

48 FRONT LANDSCAPING

- 48.1 Notwithstanding clause 11 the Buyer acknowledges that it is solely responsible for providing the Font Landscaping to the Land.
- 48.2 This Contract is amended as follows:
- (a) in clause 5.1 inserting "special condition 48.1" after "10" ; and
 - (b) in clause 46.1 amending the definition of "Front Landscaping" by deleting the words " Seller providing".

For clarity, the Buyer acknowledges that the purpose of these amendments is to require the undertaking of the Front Landscaping as an obligation which is secured by the Compliance Bond.

49 ENVIRONMENTAL CLEARANCE ZONES

- 49.1 The Seller discloses that at the Date of this Contract the Land is located within the Environmental Clearance Zone associated with the closed landfill located in the West Belconnen Resource Management Centre as identified in the West Belconnen Concept Plan.
- 49.2 Prior to completion the Seller must use all reasonable endeavours to procure the adjustment of the Environmental Clearance Zone so that it no longer applies to the Land.
- 49.3 A failure to obtain the adjustment of the Environmental Clearance Zone in accordance with clause 49.2 by 31 January 2025, gives either party the right to rescind this Contract by notice to the other in accordance with the provisions of clause 28.
- 49.4 The Buyer must not make any objection, requisition or claim for compensation in relation to any matter referred to in this clause 49.
- 49.5 The provisions of this clause 49 take precedence over any other clause to the contrary in this Contract.

50 VENTILATION

- 50.1 The Seller discloses that as a consequence of the Land being included within the Environmental Clearance Zone at the Date of this Contract, all lower floor enclosed rooms, including basements and non-habitable rooms such as garages and storerooms, must meet the ventilation requirements set out in Australian Standards 1668.2 or 1668.4 (as updated from time to time), until an accredited Site Auditor and the Environment Protection Authority advise in writing ('the Advice') that these requirements are no longer applicable.
- 50.2 The Seller discloses and the Buyer acknowledges that the Advice may not be available before the Date for Completion.
- 50.3 If the Advice is not available before the Date for Completion, then a restriction may be imposed on the Land, the form of which may include one or more of the following:
- (a) a planning control inserted into the Territory Plan 2023;

- (b) a provision in the Lease for the Land; or
- (c) an encumbrance registered on the title of the Land. If required, the Buyer acknowledges and agrees to execute all documents necessary in order for the encumbrance to be executed and registered on the title of the Land.

50.4 The Buyer must not make any objection, requisition or claim for compensation in relation to any matter referred to in this clause 50.

50.5 The provisions of this clause 50 take precedence over any other clause to the contrary in this Contract.

51 PERMITTED NUMBER OF DWELLINGS

The Seller and Development Manager must ensure that the Lease contains a purpose clause that is the same as the Specimen Lease but the words <<Dwelling Limits>> are replaced with the applicable words set out in the table below:

Block	Section	Dwelling Limits
1	84	70

ANNEXURE D - HOUSING DESIGN REQUIREMENTS

Design Requirements for Block 1 Section 84 MU

Strathnairn

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Part 1: Introduction

The Ginninderry vision: an inspiring 21st century community

The Ginninderry community will be unique in our region. It extends across the ACT/NSW border to the west of Belconnen and is being developed by a Joint Venture between the ACT Suburban Land Agency (SLA) and Riverview Developments (ACT) Pty Ltd.

From the start, our vision for Ginninderry has been to build a community of international significance, with innovation, diversity and ecological criteria at its core. Now we're bringing this vision to life.

Setting the highest standards

The multi-unit site at Ginninderry will form part of a whole neighbourhood design.

The project team has established high expectations for Ginninderry, perhaps best illustrated by the project's accreditation as Canberra's first 6 Star Green Star Community, through the Green Building Council of Australia. To achieve this certification, we've shown that Ginninderry will be a worldleading community, exhibiting international best practice in urban design and development.

All residents at Ginninderry will benefit from a vast conservation corridor, well connected pedestrian and cycling pathways, tree lined streets and easy access to public transport.

Ginninderry aspires to be recognised as a world leader in sustainable development, delivering a community that is:

- better planned and designed
- more dynamic and vibrant
- a healthy place to live work and play
- productive and prosperous
- flexible, adaptable and resilient.

Innovative ideas and technologies

Like all communities, Ginninderry will evolve and change over time, and so too will building design technologies and materials. It is quite possible that innovative energy, comfort and cost outcomes may be achieved by using new technologies, practices and principles not contemplated in this document.

At the discretion of the Development Manager, mandatory requirements may be varied if better alternatives and solutions are proposed, that do not compromise the overall integrity of Ginninderry's design philosophy.

Part 2:

Design Approval

Process

Multi-unit designs at Ginninderry need to comply with the following:

- These Design Requirements
- Plans relating to this block in Part 4 Appendices
- Relevant Territory Plan District and Zone Policies (as applicable)
- Relevant District and Zone Technical Specifications and ACT Housing Design Guide (as applicable)
- Any damage caused by the construction of the multi-unit site to the surrounding verges, street trees, footpath, services and adjoining land has been rectified to the satisfaction of Transport Canberra and City Services (TCCS) and our Development Manager
- All waste on the public verge and adjoining land has been removed
- The purchaser (builder) may not seek to transfer the compliance bond requirements to the ultimate owner of the dwelling(s)
- If found to be compliant, your full Compliance Bond will be returned

Compliance Bond

An important part of the Contract for Sale of land at Ginninderry is the requirement for the payment of a Compliance Bond at the time of settlement. The Compliance Bond is to ensure the adherence to these Design Requirements.

Minimum Requirements

The conditions for the return of the Compliance Bond are:

- The design(s) has been submitted to and approved by the Development Manager prior to building commencement.
- The multi-unit homes have been built to the approved design in accordance with the Design Requirements
- A letter from your solar installer certifying that the PV system with inverter and Home Energy Management System has been installed to comply with the Sustainability Requirements



Part 3: Design Requirements

The following information outlines the Design Requirements for Block 1 Section 84 within Strathnairn.

Design Principle	Design Requirements
<p>Public Domain Interface</p> <p>Provide legible and attractive interfaces that achieve passive surveillance to public streets and lane-ways.</p>	<p>Front doors of each dwelling are clearly visible from a public street or lane-way and include a covered entry feature or portico.</p> <p>Windows fronting a public road from habitable rooms, balconies or decks overlook the public domain.</p> <p>Courtyard walls are to be provided to comply with the Belconnen District Specification and are required to be coordinated with all service requirements, including clearance to any water meters and free access to any electrical meter boxes.</p> <p>Where development frontages are adjacent to open spaces, parks, public walkways or located on a corner, the following requirements apply:</p> <ul style="list-style-type: none"> • Habitable rooms have windows to provide passive surveillance (i.e. no 'blank' facades) • Building entries and pathways are visible and legible from public domain.



Surveillance of Public Domain



Clear entries behind courtyard walls

Design Principle	Design Requirements
<p>Local Character and Context</p> <p>The built form, articulation and scale relates to the local character of the area and its context.</p>	<p>The design should sit comfortably with the Strathnairn Master Plan. Block 1 Section 84 is situated on Sally Ross Way and will be opposite the proposed future local centre for Strathnairn & Macnamara. The design should provide a high quality, well articulated and active street frontage to the public domain.</p> <p>The design should respond to its prominent location opposite a proposed commercial local centre providing easy pedestrian connections and interfaces through well designed communal open spaces.</p> <p>The site's western frontage is to Sally Ross Way, a future connecting road link between Parkwood Road and Pro Hart Avenue.</p> <p>To the south, Block 1 Section 83 via Speldewinde Street is a multi-unit development. A multi-unit site Block 2 Section 84 is located to the east and to the north adjoining boundary a proposed RZ5 MU site.</p>
<p>Landscape Design</p> <p>The landscape design requires healthy plant and tree growth space for medium and large sized trees.</p>	<p>Planting in open space areas must include either:</p> <ul style="list-style-type: none"> - 19 x medium tree and 1 x large trees, or;- 9 x medium trees and 1 x large tree. - 1 x medium trees and 10 x large trees. <p>Minimum planting area and dimensions - refer to Residential Zones Technical Specifications.</p> <p>The landscape plan proposes a combination of tree planting, for shade, mid height shrubs, lawn and ground covers.</p> <p>Include a mix of species that are appropriate for scale and shading.</p> <p>Synthetic or artificial grass is not permitted</p> <p>The verge areas between the front boundary of the land and the kerb must be turfed.</p> <p>Refer Appendix B for suggested Landscape Planting Palette.</p>



Courtyard spaces should allow natural light and cross-ventilation to living spaces



An example of a vertical greenwall to help soften small courtyard areas

Design Principle	Design Requirements
<p>Visual Appearance and Façade Articulation</p> <p>To promote well designed buildings of high Architectural quality that contribute to the local character.</p> <p>The facades of the multi-unit homes must be designed as an integrated pack to provide an consistent streetscape.</p>	<p>The development is to incorporate articulation to frontages.</p> <p>The following elements help provide functional articulation. The design must demonstrate how it responds to the following elements:</p> <ul style="list-style-type: none"> • Covered entry feature or portico is mandatory • A balcony, deck, pergola, terrace, or veranda • Extruded box window treatments • Bay windows • Awnings, sunhood, and louvres • Eaves • Access ramps as required <p>The overall streetscape must have a light base colour as the prominent wall finish with light weight cladding and include a mix of materials to provide articulation.</p> <p>Double storey designs must incorporate balconies at bookends/ corners with a combination of solid and perforated metal or glass balustrades.</p> <p>Facade glazing to street frontages must be more vertical in proportion with mullion spacing less than 1.0m. Openings of 2.4m wide or more must be a minimum of 3 panels.</p> <p>Metal profile cladding systems or FC style boards with profile widths of a maximum 200mm are encouraged.</p>



Sunhood and Awning



Light filled screened balconies.



Clearly articulated facades add value and character to the streetscape



Passive Surveillance with articulated and screened balconies



Clearly articulated facades add value and character to the streetscape

Design Principle	Design Requirements
Visual Appearance and Articulation to Corners	<p>Refer to the block planning controls.</p> <p>Articulation elements such as balconies, blade walls, pergolas, sunhoods, awnings, façade treatments, material use and expressed structure are required to add visual interest and avoid large blank wall planes to prominent corners.</p> <p>Buildings may need to be stepped back further on corners to permit balconies, glazing and larger eaves without encroachment into secondary front setbacks. All materials must wrap around the corner dwellings by at least 4 metres.</p>
Roof Form	<p>The roof treatments are integrated into the building design and positively respond to open space and laneway and provide for individual expression for each dwelling.</p> <p>The roof form must consider how to integrate the solar panels. Lights and ventilation systems are integrated into the roof design.</p> <ul style="list-style-type: none"> • Gable roof – minimum 25 degrees if visible • Skillion – 10 to 15 degrees minimum if visible
Roofing Materials	<p>Metal profile roof sheeting only. Refer to Approved Colours and Finishes palette Part 4</p>
Eaves, Awnings and Sunhoods	<p>Minimum 450mm eaves required. Any windows that are not protected by an eave, i.e Parapet walls, require awnings or sunhoods, except south facing windows.</p>
Mailbox	<p>Mailboxes should be incorporated into a courtyard wall (where permitted).</p> <p>Standalone mailboxes must compliment the home and must be constructed of masonry such as smooth face brick, stone faced masonry, rendered or bagged masonry or natural stone.</p> <p>Any pre-fabricated stand alone mailboxes must be of a high quality and may only be approved on merit.</p>
Bush Fire Requirements	<p>There are no bush fire requirements within Strathnairn.</p>
Energy Efficiency Rating	<p>A minimum NatHERS rating of 7.0 is required for each dwelling.</p>
Zoning	<p>Zone RZ5.</p>
Building Height	<p>Refer to Refer to Territory Plan District and Zone Policies, and; District and Zone Technical Specifications and ACT Housing Design Guide (as applicable).</p>
Building Front Setback	<p>Refer to Territory Plan District and Zone Policies, and; District and Zone Technical Specifications and ACT Housing Design Guide (as applicable).</p>
Fencing & Courtyard Walls	<p>Refer to Belconnen District Specification & Fencing Controls Plan.</p>

Design Principle	Design Requirements
PPOS Requirements	Refer to Territory Plan District and Zone Policies, and; District and Zone Technical Specifications and ACT Housing Design Guide (as applicable).
Natural Ventilation	All habitable rooms must be naturally ventilated.
Dwelling Size and Layout	<p>The dwelling has sufficient area to ensure the layout of rooms are functional, well organised and provide a high standard of amenity.</p> <p>Minimum Net Living Areas (NLA's)</p> <ul style="list-style-type: none"> • 1 bed = 50m² • 2 bed = 70m² • 3+ bed = 95m² <p>Kitchens are not part of circulation spaces such as hallways.</p>
Garage and Garage Doors	<p>Consider the use of masonry base elements to corners of garages and lightweight elements where appropriate.</p> <p>Provide panel lift or tilt up garage doors. Roller doors are not permitted.</p>
Storage	<p>Multi-unit designs must provide adequate internal storage for each unit.</p> <p>Minimum internal dwelling storage:</p> <ul style="list-style-type: none"> • Studio dwellings = 2m² • 1 bed dwellings = 3m² • 2 bed dwellings = 4m² • 3+ bed dwellings = 5m² <p>For dwellings without an associated garage, an enclosed waterproofed storage area with minimum area of at least 1.5m² is provided.</p> <p>Refer to Residential Zones Specifications</p>
End or Trip Facilities	<p>Onsite bicycle parking and access pathway is to be provided in accordance with Residential Zones Specification.</p> <p>The following minimum bicycle parking spaces are to be provided:</p> <ul style="list-style-type: none"> • 1 space per 2 bed dwelling • 2 spaces per 3+ bed dwelling • 1 space per 10 dwellings for visitors



Garage storage solutions



Bicycle storage solutions



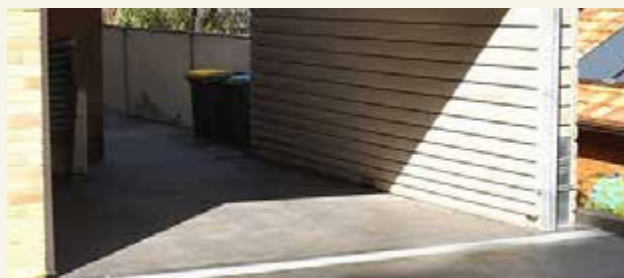
Laundry linen storage

Design Principle	Design Requirements
Bin Locations	<p>Developments that propose post occupancy waste management facilities must achieve endorsement from TCCS.</p> <p>Bin locations must be screened from public view.</p> <p>Kitchen designs of dwellings must allow for easy waste separation.</p>
Ceiling Heights	<p>Ceiling heights are to achieve sufficient natural ventilation and provide daylight access and spatial quality.</p> <p>Minimum ceiling heights:</p> <ul style="list-style-type: none"> • 2.7m to ground floor habitable rooms • 2.7m to upper floor living areas • 2.5m to upper level bedrooms
Glazing	<p>uPVC or thermally broken aluminum double glazing is required to all external windows and doors.</p>
Home Energy Systems	<p>Dwellings must be all-electric with no mains or bottled gas connections.</p> <p>A Solar PV equitable sharing system such as Allume SolShare must be installed to provide solar energy to each dwelling within the development.</p> <ol style="list-style-type: none"> a. Minimum PV allocation: 1.7kW per unit (sized in consultation with Allume and/or your solar contractor). b. Monitoring Portal must be provided to each resident. c. The solar inverter must be a hybrid inverter with future-proofing capacity for a solar battery. d. Where PV panels are located on a roof section fronting a street, they must be installed flush with the roof. e. All hardware components must be installed by a certified Clean Energy Council Installer.
Appliances and Fixtures	<p>Induction cooktops must be provided to all dwellings.</p> <p>All appliances, water fixtures and fittings must have a minimum 4 star rating under the water efficiency labeling and standards (WELS) scheme and (where required) a 4 star energy rating under the energy rating label (Energy Efficiency Rating) scheme.</p> <p>This includes showerheads, tap ware, toilets, fridges, freezers, washing machines, dryers and any other appliance provided with the dwelling.</p>

Design Principle	Design Requirements
<p>Hot Water Systems</p>	<p>All dwellings must have a heat pump hot water system with separate compressor installed where possible.</p> <p>Instantaneous hot water systems may be acceptable in dwellings with studio or 1 bed configurations above ground floor only.</p> <p>Further installation of instantaneous hot water systems may be accepted if an additional 1kW of solar is provided per dwelling with an instantaneous hot water unit if deemed appropriate offsetting by Allume or solar contractor.</p>
<p>Heating and Cooling</p>	<p>Passive heating and cooling must be considered for all dwellings including ceiling fans and thermal mass)</p> <p>If Mechanical heating and/ or cooling systems are installed they must be:</p> <ol style="list-style-type: none"> a. reverse cycle air conditioning with: <ul style="list-style-type: none"> • Energy Efficiency Rating of 3.1 or higher for cooling cycle • Coefficient of Performance of 3.5 or higher for heating cycle • Outdoor unit with sound pressure level of 57dBA or lower for heating and cooling cycle b. air conditioning with a cooling cycle only that achieves an Energy Efficiency Rating of 3.1 or higher c. ducted evaporative cooling with self-closing damper d. ground source heat pump. <p>Considerations must be given to the location of any outdoor fan coil unit including screening and compliance with ACT EPA noise requirements.</p>
<p>Rainwater Tanks</p>	<p>Minimum requirement as per Residential Zones Specification.</p> <p>Please consider addition Water Sensitive Urban Design and Rainwater tank provisions for soft planting and environmental purposes.</p>



Narrow style rainwater tanks can be used where space requirements are restrictive



Rainwater tanks incorporated into a carport design shows clever and effective use of small spaces

Design Principle	Design Requirements
<p>Electric Vehicle (EV) Charging</p>	<p>One EV Ready charging point per dwelling with:</p> <ul style="list-style-type: none"> • 10 Amp General Power Outlet (GPO) single phase socket with electrical cabling/wiring capacity rated to 32 Amp single phase. • Wiring installed from the EV charger position to individual switchboard • Space for double-width circuit breaker in switchboard • Data cabling (home ethernet data point) to be provided next to the GPO with the ability to be patched/ connected with home NBN router. <p>If any future higher specification requirements are provided by the National Construction Code or ACT Government Territory Plan, the requirements from the National Construction Code or ACT Government Territory Plan take precedence</p>
<p>Retaining Walls</p> <p>Extensive earthworks should be limited where possible to minimise the extent of retaining wall costs and the visual impacts to the streetscape.</p>	<p>Minimum Requirements:</p> <ul style="list-style-type: none"> • The height of site cuts along the side boundaries with attached neighbouring wall cannot exceed 500mm in height • Retaining wall forward of the front building line must be constructed from the following materials at the discretion of the Ginninderry Development Manager <ul style="list-style-type: none"> - Approved face brick - Approved rendered masonry - Approved brickwork such as split face, honed or shot blast finishes - Approved stone faced masonry - Approved reinforced concrete finishes • Timber, concrete sleepers or prefabricated modular systems are not permitted forward of the building line. • Retaining walls alongside boundaries forward of the building line must be tapered or stepped in line with the finished ground level at the front boundary. • Where there are services such as water, electrical, communications, sewer and storm water, detailed coordination of all courtyard wall locations and associated services must be considered in the initial design process.



Arch split face block



Streetscape



Well articulated dwelling designs provide a functional and more attractive streetscape

Design Principle	Design Requirements
<p>Vehicle Access</p>	<p>Block 1 Section 84 is to be accessed via Holzheimer Street.</p> <p>Minimum Requirements:</p> <ul style="list-style-type: none"> • Driveways must be constructed from either <ul style="list-style-type: none"> - plain concrete or - maximum 5% Oxide finish
<p>Services and ancillary structures</p>	<p>Services such as water, electricity meter boxes, NBN and home energy system cabinets can have an adverse impact on the overall streetscape if not considered as part of the overall design.</p> <p>The location of the above services will be required to be shown on the site plan as part of the design approval process.</p> <p>Minimum Requirements:</p> <ul style="list-style-type: none"> • Water, electricity meter boxes, NBN and home energy system cabinets must be integrated into the front façade and located away from the front door • Solar panels must sit flush with the roof line if located to the street frontages of the dwellings • Aerials, satellite dishes, antennae, heat pumps, A/C units and evaporative units are to be located to the rear of the dwellings and must not be visible from the street.
<p>Dog and Cat containment</p>	<p>Minimum Requirements:</p> <p>Suburbs within Ginninderry are Cat Containment and Dog on Leash areas. Designs should give consideration to responsible pet ownership principles including the use of enclosures or cat runs. More information can be obtained at: https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment</p> <ul style="list-style-type: none"> • Dogs must remain on leash in public areas except within designated un-leashed areas such as dog parks. • Dogs are not permitted in the conservation corridor.



Cat containment



Integrated water meter details within courtyard walls





Site location map



Part 4: Appendix A

Landscape Concept Planting Palette

Edible Plants

Below is a list of edible plants that Ginninderry encourages you to plant when landscaping your garden.

Code	Botanical Name	Common Name	Mature Plant Size	Container Size	Spacing
Small Trees					
Mad	<i>Malus domestica</i>	Apple	3m x 3m	100L	-
Pyc	<i>Prunus cerasifera</i>	Cherry Plum	5m x 5m	100L	-
PrpA	<i>Prunus persica</i> 'Anzac'	Australian Peach	4m x 4m	100L	-
PrsAB	<i>Prunus salicina</i> 'Angelina Burdett'	Plum	4-10m x 2-4m	100L	-
Large Shrubs					
Cil	<i>Citrus limon</i> 'Meyer'	Meyer Lemon	3m x 2m	25L/300mm	1.5/m ²
Fes	<i>Feijoa sellowiana</i>	Pineapple Guava	4m x 2m	25L/300mm	1.5/m ²
Mia	<i>Microcitrus australasica</i>	Finger Lime	4m x 2m	25L/300mm	1.5/m ²
Small Shrubs					
Roo	<i>Rosemarinus officinalis</i>	Rosemary	0.5-1.5m x 1m	5L/200mm	3/m ²
Vac	<i>Vaccinium corymbosum</i>	Blueberry - Blue Rose	1-2m x 1-2m	5L/200mm	3/m ²
Cij	<i>Citrus japonica</i>	Kumquat	2-3m x 3m	5L/200mm	3/m ²
Groundcovers/ Climbers					
Fra	<i>Fragaria ananassa</i>	Strawberry	0.3m H	2.5L/150mm	4/m ²

Small Trees



Malus domestica



Malus domestica – fruit



Prunus cerasifera



Prunus persica



Prunus salicina - fruit

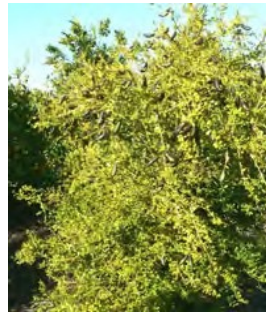
Large Shrubs



Citrus limon



Feijoa sellowiana



Microcitrus australasica

Groundcovers



Fragaria ananassa

Small Shrubs



Rosemarinus officinalis



Vaccinium corymbosum



Citrus japonica

Landscape Concept Planting Palette

Native Plants

Below is a list of native plants that Ginninderry encourages you to plant when landscaping your garden.

Code	Botanical Name	Common Name	Mature Plant Size	Container Size	Spacing
Large Shrubs (Hedging)					
BNm	<i>Banksia marginata</i>	Silver Banksia	5m x 3m	25L/300mm	1.5/m ²
BNsp	<i>Banksia spinulosa</i>	Hairpin Banksia	3m x 3m	25L/300mm	1.5/m ²
Cbf	<i>Callistemon 'Great Balls of Fire'</i>	Bottlebrush	2m x 2m	25L/300mm	1.5/m ²
Ckp	<i>Callistemon 'King's Park Special'</i>	Bottlebrush	2-4m x 3-4m	25L/300mm	1.5/m ²
Cra	<i>Callistemon viminalis 'Red Alert'</i>	Creek Bottlebrush	4m x 2m	25L/300mm	1.5/m ²
Gpp	<i>Grevillea 'Poorinda Peter'</i>	Poorinda Peter Grevillea	3m x 4m	25L/300mm	1.5/m ²
Gpq	<i>Grevillea 'Poorinda Queen'</i>	Poorinda Queen Grevillea	3m x 4m	25L/300mm	1.5/m ²
Gho	<i>Grevillea 'Red Hooks'</i>	Red Hooks Grevillea	3m x 4m	25L/300mm	1.5/m ²
Small Shrubs					
Anf	<i>Anigozanthus 'Bush Gem'</i>	Kangaroo Paw	0.6m x 1m	5L/200mm	3/m ²
Bkl	<i>Baeckea linifolia</i>	Flax-leaf Heath Myrtle	1-2.5m x 0.5-2m	5L/200mm	3/m ²
Gco	<i>Grevillea confertifolia</i>	Dense-leaf Grevillea	2m x 1-2m	5L/200mm	3/m ²
Gla	<i>Grevillea lanigera</i>	Wooly Grevillea	0.5-1m x 1-2m	5L/200mm	3/m ²
Wab	<i>Westingia sp. 'Aussie Box'</i>	Coast Rosemary	1.5m x 1.5m	5L/200mm	3/m ²
Small Shrubs (Hedging to Frontage)					
Cvc	<i>Callistemon viminalis 'Captain Cook'</i>	Bottlebrush		5L/200mm	3/m ²
Etm	<i>Philothea myoporoides</i>	Long-leaf Waxflower	1.5-2m x 2m	5L/200mm	3/m ²
Gba	<i>Grevillea baueri</i>	Bauer's Grevillea	0.6-1.5m x 2m	5L/200mm	3/m ²
Wew	<i>Westingia fruticosa 'Grey Box'</i>	Coastal Rosemary	2m x 4m	5L/200mm	3/m ²
Groundcover/Climbers					
Acc	<i>Acacia cognata 'limelight'</i>	Dwarf River Wattle	0.5m x 1m	2.5L/150mm	4/m ²
Asfp	<i>Astartea fascicularis</i>	Winter Pink	0.3m x 1.5m	2.5L/150mm	4/m ²
BNsp	<i>Banksia spinulosa 'Birthday Candle'</i>	Birthday Candle Banksia	0.5m x 1.5m	2.5L/150mm	4/m ²
BRm	<i>Brachyscome multifida</i>	Rock Daisy	0.3m x 1.5m	2.5L/150mm	4/m ²
Coc	<i>Convolvulus cneorum</i>	Bush Morning Glory	0.6m x 1m	2.5L/150mm	4/m ²
Gbr	<i>Grevillea sp. 'Bronze Rambler'</i>	Bronze Rambler Grevillea	0.3m x 2m	2.5L/150mm	4/m ²

Hav	Hardenbergia violacea	Purple Coral Pea	3m x 1m	2.5L/150mm	4/m ²
Myp	Myoporum parvifolium	Creeping Boobialla	0.2m x 2m	2.5L/150mm	4/m ²
RHs	Rhagodia spinescens 'Aussie Flat Bush'	Aussie Flat Bush	0.3-0.5m x 1m	2.5L/150mm	4/m ²
Vih	Viola hederacea	Australian Native Violet	0.1m x 0.5m	2.5L/150mm	4/m ²
Grasses					
Dlc					
Dic	Dianella caerulea 'Cassa Blue'	Cassa Blue Flax Lily	0.7m x 1m	Growtube	6/m ²
DII	Dianella longifolia	Pale Flax Lily	0.6m x 0.4m	Growtube	6/m ²
Dir	Dianella revoluta	Black Anther Flax Lily	0.5m x 0.5m	Growtube	6/m ²
DIt	Dianella tasmanica	Blue Flax Lily	0.7m x 1m	Growtube	6/m ²
LDIC	Lomandra longifolia 'Cassica'	Cassica Mat Rush	1.2m x 0.8m	Growtube	6/m ²
LDIT	Lomandra longifolia 'Tanika'	Tanika Mat Rush	0.5m x 0.5m	Growtube	6/m ²
POAIE	Poa labillardieri	Tussock Grass	0.6m x 0.4m	Growtube	6/m ²
THt	Themeda triandra	Kangaroo Grass	1m x 0.5m	Growtube	6/m ²

Large Shrubs (Hedging)



Banksia marginata



Banksia spinulosa



Callistemon 'Balls of Fire'



Callistemon 'Kings Park'



Callistemon 'Red Alert'



Grevillea 'Poorinda Peter'



Grevillea 'Poorinda Queen'



Grevillea 'Red Hooks'

Small Shrubs



Angiozanthus 'Bush Gem'



Baeckea linifolia



Grevillea confertifolia



Grevillea lanigerav

Small Shrubs (Hedging to Frontage)



Callistemon viminalis



Philotheca myoproides



Grevillea baueri



Westringia 'Grey Box'

Groundcover/Climbers



Acacia cognata 'Limelight'



Astartea fascicularis



Banksia 'Birthday Candles'



Brachyscome multifida



Convolvulus cneorum



Grevillea 'Bronze Rambler'



Hardenbergia violacea



Myoporum parvifolium



Rhagodia spinescens

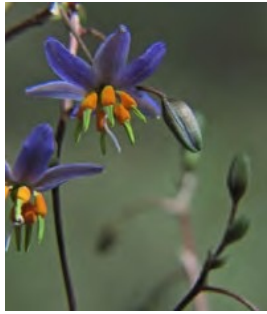


Viola hederacea

Grasses



Camellia sasanqua



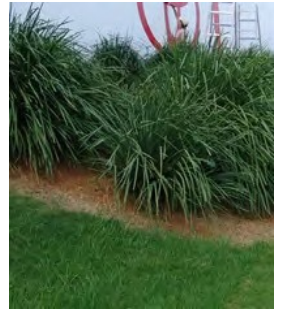
Cupressus sp.



Michelia figo



Thuja sp.



Viburnum tinus



Lomandra 'Tanika'



Poa labillardieri



Themeda triandra

Landscape Concept Planting Palette

Exotic Plants

Below is a list of exotic plants that Ginninderry encourages you to plant when landscaping your garden.

Code	Botanical Name	Common Name	Mature Plant Size	Container Size	Spacing
Small trees/Large Shrubs					
Acb	<i>Acer buergeranum</i>	Trident Maple	5m x 3m	100L	
Acj	<i>Acer japonicum</i>	Japanese Maple	5m x 5m	100L	
Cil	<i>Citrus x Lemon</i>	Lemon	-	25L/300mm	1.5/m ²
Cra	<i>Cordyline Australis</i>	Cabbage Tree	2m x 1.5m	5L/200mm	3/m ²
CNc	<i>Cornus capitata</i>	Evergreen Dogwood	3m x 3m	25L/300mm	1.5/m ²
Dyk	<i>Diospyros kaki</i>	Japanese Persimmon	6-8m x 6m	100L	-
Dia	<i>Dicksonia antarctica</i>	Soft Tree Fern	2-4m x 2.5m	25L/300mm	-
Kop	<i>Koelreuteria paniculata</i>	Golden Rain Tree	5m x 8m	100L	-
Lai	<i>Lagerstroemia indica</i>	Crepe Myrtle	3m x 2m	25L/300mm	-
MGl	<i>Magnolia grandiflora 'Little Gem'</i>	-	6m x 3m	100L	-
Mgso	<i>Magnolia soulangeana</i>	Saucer Magnolia	4m (h)	100L	-
Mgst	<i>Magnolia stellata</i>	Star Magnolia	4-6m x 4.5m	100L	-
Pcp	<i>Prunus cerasifera 'Pissardii'</i>	Cherry Plum	5m x 5m	100L	-
Pcs	<i>Prunus cerasifera 'Spire'</i>	Black Cherry Plum	6m x 2m	100L	-
Pyc	<i>Pyrus calleryana</i>	Ornamental Pear	11m x 4m	100L	-
Large Shrubs (Hedging)					
CAMs	<i>Camellia sasanqua</i>	Sasanqua Camellia	4m x 3m	25L/300mm	1.5/m ²
Cup	<i>Cupressus sp.</i>	Cypress Sp.	-	25L/300mm	-
Eiv	<i>Escallonia sp. 'Iveyi'</i>	Escallonia	3m x 3m	25L/300mm	1.5/m ²
Mlf	<i>Michelia figo</i>	Port Wine Magnolia	2m x 2m	25L/300mm	1.5/m ²
Pitt	<i>Pittosporum tenuifolium 'Green Pillar'</i>	Pittosporum	3m x 2m	25L/300mm	1.5/m ²
Pla	<i>Prunus laurocerasus</i>	Cherry Laurel	5m x 3m	25L/300mm	-
Plu	<i>Prunus lusitanica</i>	Portugese Laurel	4m x 2m	25L/300mm	-
THj	<i>Thuja Sp.</i>	Cedar Sp.	-	25L/300mm	-
VIO	<i>Viburnum odoratissimum</i>	Sweet Viburnum	4-6m x 4m	25L/300mm	1.5/m ²
VIT	<i>Viburnum tinus</i>	Lauristinus	3m x 3m	25L/300mm	1.5/m ²

Small Shrubs					
Azs	Azalea sp.	Azalea		5L/200mm - 25L/300mm	3/m ²
Bey	Beschorneria yuccoides	Mexican Lily	1-1.5m x 1-2m	25L/300mm	-
Epp	Escallonia sp. 'Pink Pixie'	Escallonia	0.8m x 0.8m	5L/200mm	3/m ²
LVA	Lavandula angustifolia	White English Lavender	0.3m x 0.3m	5L/200mm	3/m ²
LOn	Lonicera nitida	Dwarf Honeysuckle	2m x 3m	25L/300mm	1.5/m ²
NNn	Nandina domestica 'Nana'	Dwarf Screen Bamboo	0.3m x 2m	5L/200mm	3/m ²
Small Shrubs (Hedging to Frontage)					
ABg	Abelia grandiflora	Glossy Abelia	1.5m x 1.2m	5L/200mm	3/m ²
BUs	Buxus sempervirens	English Box	2m x 1m	5L/200mm	3/m ²
CYt	Choisya ternata	Mexican Orange Blossom	1.5m x 1.5m	25L/300mm	1.5/m ²
Erk	Escallonia sp. 'Red Knight'	Escallonia	1.5m x 1.5m	25L/300mm	1.5/m ²
GAf	Gardenia augusta 'Florida'	Gardenia Florida	1-1.5m x 1m	5L/200mm	3/m ²
Groundcovers/Climbers					
AJr	Ajuga reptans	Common Bugle	0.1m x 0.3m	2.5L/150mm	4/m ²
COPk	Coprosma x kirkii	Mirror Plant	0.6m x 1m	2.5L/150mm	4/m ²
HEc	Hedera canariensis (green form only)	Canary Island Ivy	n/a	2.5L/150mm	4/m ²
HYc	Hypericum calycinum	Aaron's Beard	0.3m x 0.5m	2.5L/150mm	4/m ²
RSI	Rosmarinus lavandulaceus	Creeping Rosemary	0.3m x 0.3m	2.5L/150mm	4/m ²
TRj	Trachelospermum jasminoides	Chinese Star Jasmine	n/a	2.5L/150mm	4/m ²
Vla	Vitis amurensis	Ornamental Grape Vine	n/a	2.5L/150mm	-
Grasses					
LIEg	Liriope 'Evergreen Giant'	Evergreen Giant Lily	0.4m x 0.7m	Growtube	6/m ²
Opn	Ophiopogon planiscapus 'Nigrescens'	Black Mondo Grass	0.2m x 0.8m	Growtube	6/m ²

Grasses



Liriope 'Evergreen Giant'



Ophiopogon 'Nigrescens'

Small Trees/ Large Shrubs



Acer buergerianum



Acer japonicum



Citrus x limon



Cordyline australis



Cornus capitata



Diospyros kaki



Koelreuteria paniculata



Lagerstroemia indica



Magnolia grandiflora



Magnolia soulangeana



Magnolia stellata



Prunus cerasifera 'Pissardii'



Prunus cerasifera 'Spire'



Ptrus calleryana

Large Shrubs (Hedging)



Camellia sasanqua



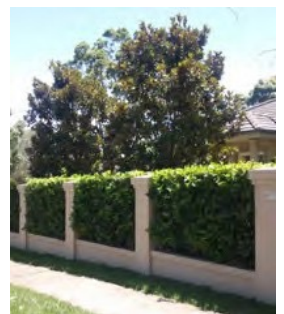
Cupressus sp.



Michelia figo



Thuja sp.



Viburnum tinus

Small Shrubs



Camellia sasanqua



Cupressus sp.



Michelia figo



Thuja sp.



Viburnum tinus

Small Shrubs (Hedging to Frontage)



Abelia grandiflora



Buxus sempervirens



Choisya ternata



Gardenia augusta

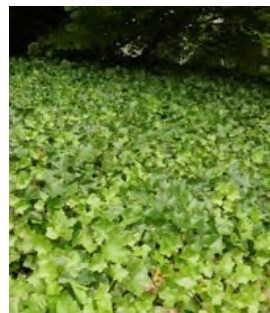
Groundcover/Climbers



Ajuga reptans



Coprosma x 'Kirkii'



Hedera canariensis



Hypericum calycinum



Rosmarinus lavandulaceus



Trachelospermum sp.



Vitis amurensis

Pest Plant List

Not for use at Ginninderry

Botanical Name	Common Name	Reason
<i>Ailanthus altissima</i>	Tree of Heaven	Declared pest plant of the ACT
<i>Alnus glutinosa</i>	Black Alder	Declared pest plant of the ACT
<i>Alternanthera philoxeroides</i>	Alligator Weed	Declared pest plant of the ACT
<i>Andropogon gayanus</i>	Gamba Grass	Declared pest plant of the ACT
<i>Annona glabra</i>	Pond Apple	Declared pest plant of the ACT
<i>Anredera cordifolia</i>	Madeira Vine	Declared pest plant of the ACT
<i>Asparagus aethiopicus</i>	Ground Asparagus Fern	Declared pest plant of the ACT
<i>Asparagus africanus</i>	Climbing Asparagus Fern	Declared pest plant of the ACT
<i>Asparagus asparagoides</i>	Bridal Creeper	Declared pest plant of the ACT
<i>Asparagus asparagoides</i> Western Cape Form	Bridal Creeper – Western Cape Form	Declared pest plant of the ACT
<i>Asparagus declinatus</i>	Bridal Veil	Declared pest plant of the ACT
<i>Asparagus plumosa</i>	Climbing Asparagus Fern	Declared pest plant of the ACT
<i>Asparagus scandens</i>	Asparagus Fern	Declared pest plant of the ACT
<i>Austrocylindropuntia</i> (ALL species)	Coral Cacti	Declared pest plant of the ACT
<i>Cabomba caroliniana</i>	Cabomba	Declared pest plant of the ACT
<i>Carduus nutans</i>	Nodding Thistle	Declared pest plant of the ACT
<i>Carduus pycnocephalus</i>	Slender Thistle	Declared pest plant of the ACT
<i>Carduus tenuiflorus</i>	Slender Thistle	Declared pest plant of the ACT
<i>Carthamus lanatus</i>	Saffron Thistle	Declared pest plant of the ACT
<i>Celtis australis</i>	Nettle Tree	Declared pest plant of the ACT
<i>Centaurea maculosa</i>	Spotted Knapweed	Declared pest plant of the ACT
<i>Chrysanthemoides monilifera</i>	Bitou Bush / Boneseed	Declared pest plant of the ACT
<i>Cortaderia jubata</i>	Pampas Grass	Declared pest plant of the ACT
<i>Cortaderia selloana</i>	Pampas Grass	Declared pest plant of the ACT
<i>Cotoneaster franchettii</i>	Cotoneaster	Declared pest plant of the ACT
<i>Cotoneaster glaucophyllus</i>	Cotoneaster	Declared pest plant of the ACT
<i>Cotoneaster pannosus</i>	Cotoneaster	Declared pest plant of the ACT
<i>Cotoneaster salicifolius</i>	Willow-leaf Cotoneaster	Declared pest plant of the ACT
<i>Cotoneaster simonsii</i>	Cotoneaster	Declared pest plant of the ACT

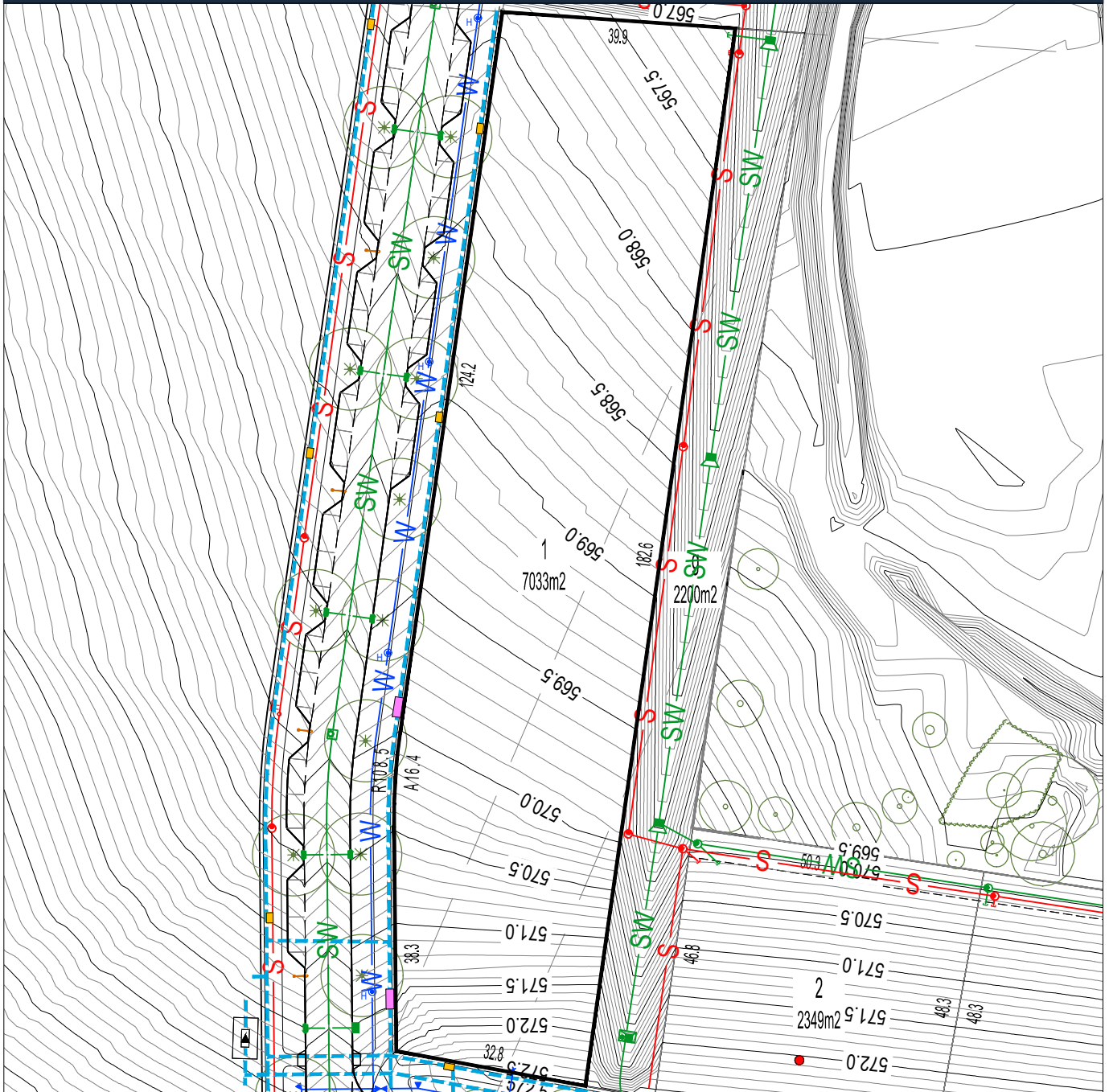
Botanical Name	Common Name	Reason
<i>Crataegus monogyna</i>	Hawthorn	Declared pest plant of the ACT
<i>Cryptostegia grandiflora</i>	Rubber Vine	Declared pest plant of the ACT
<i>Cylindropuntia</i> (ALL species)	Pear Cacti	Declared pest plant of the ACT
<i>Cytisus</i> (ALL species)	Broom species	Declared pest plant of the ACT
<i>Echium plantagineum</i>	Paterson's Curse	Declared pest plant of the ACT
<i>Echium vulgare</i>	Viper's Bugloss	Declared pest plant of the ACT
<i>Eichornia crassipes</i>	Water Hyacinth	Declared pest plant of the ACT
<i>Equisetum</i> species	Horsetail	Declared pest plant of the ACT
<i>Eragrostis curvula</i>	African Love Grass	Declared pest plant of the ACT
<i>Genista</i> (ALL species)	Broom species	Declared pest plant of the ACT
<i>Gymnocoronis spilanthoides</i>	Senegal Tea Plant	Declared pest plant of the ACT
<i>Hedera helix</i>	English Ivy	Declared pest plant of the ACT
<i>Hieracium aurantiacum</i>	Orange Hawkweed	Declared pest plant of the ACT
<i>Hieracium pilosella</i>	Mouse-ear Hawkweed	Declared pest plant of the ACT
<i>Hymenachne amplexicaulis</i>	Hymenachne	Declared pest plant of the ACT
<i>Hypericum perforatum</i>	St John's Wort	Declared pest plant of the ACT
<i>Jatropha gossypifolia</i>	Bellyache Bush	Declared pest plant of the ACT
<i>Kochia scoparia</i>	Kochia	Declared pest plant of the ACT
<i>Lagarosiphon major</i>	Lagarosiphon	Declared pest plant of the ACT
<i>Lantana camara</i>	Lantana	Declared pest plant of the ACT
<i>Ligustrum lucidum</i>	Broad-leaf privet	Declared pest plant of the ACT
<i>Ligustrum sinense</i>	Narrow-leaf privet	Declared pest plant of the ACT
<i>Lonicera japonica</i>	Japanese Honeysuckle	Declared pest plant of the ACT
<i>Lycium ferocissimum</i>	African Boxthorn	Declared pest plant of the ACT
<i>Macfadyena unguis-cati</i>	Cat's Claw Creeper	Declared pest plant of the ACT
<i>Mimosa pigra</i>	Mimosa	Declared pest plant of the ACT
<i>Miscanthus sinensis</i> (ALL varieties)	Chinese Fairy Grass	Declared pest plant of the ACT
<i>Myriophyllum aquaticum</i>	Parrot's Feather	Declared pest plant of the ACT
<i>Nassella tenuissima</i>	Mexican Feather Grass	Declared pest plant of the ACT
<i>Nassella charruana</i>	Lobed Needlegrass	Declared pest plant of the ACT
<i>Nassella neesiana</i>	Chilean Needle Grass	Declared pest plant of the ACT
<i>Nassella trichotoma</i>	Serrated Tussock	Declared pest plant of the ACT
<i>Onopordum acanthium</i>	Scotch Thistle	Declared pest plant of the ACT
<i>Onopordum illyricum</i>	Illyrian Thistle	Declared pest plant of the ACT
<i>Opuntia</i> (ALL species) (excludes <i>O. ficus-indica</i>)		
Prickly Pears	Declared pest plant of the ACT	
<i>Parkinsonia aculeata</i>	Parkinsonia	Declared pest plant of the ACT
<i>Parthenium hysterophorus</i>	Parthenium Weed	Declared pest plant of the ACT
<i>Pennisetum setaceum</i>	African Fountain Grass	Declared pest plant of the ACT

Botanical Name	Common Name	Reason
<i>Phyllostachys aurea</i>	Yellow Bamboo	Declared pest plant of the ACT
<i>Pinus radiata</i>	Radiata Pine	Declared pest plant of the ACT
<i>Pistia stratiotes</i>	Water Lettuce	Declared pest plant of the ACT
<i>Populus alba</i>	White Poplar	Declared pest plant of the ACT
<i>Populus nigra</i> 'Italica'	Lombardy Poplar	Declared pest plant of the ACT
<i>Prosopis</i> spp.	Mesquite	Declared pest plant of the ACT
<i>Pyracantha angustifolia</i>	Firethorn	Declared pest plant of the ACT
<i>Pyracantha coccinea</i>	Scarlet Firethorn	Declared pest plant of the ACT
<i>Pyracantha fortuneana</i>	Firethorn	Declared pest plant of the ACT
<i>Robinia pseudoacacia</i>	False Acacia	Declared pest plant of the ACT
<i>Rosa rubiginosa</i>	Sweet Briar, Briar Rose	Declared pest plant of the ACT
<i>Rubus fruticosus</i> (aggregate) All species except for the permitted cultivars: <i>R. armeniacus</i> and <i>R. ulmifolius</i> species hybrid <i>R. armeniacus</i> species hybrid <i>R. ursinus</i> and <i>R. armeniacus</i> species hybrid	All Blackberry except for the permitted cultivars: Black Satin, Chester Thornless, Dirksen Loch Ne and Chehale.	Declared pest plant of the ACT
<i>Sagittaria platyphylla</i>	Sagittaria	Declared pest plant of the ACT
<i>Salix</i> ALL species of willow, except for the permitted species: <i>Salix babylonica</i> <i>S. babylonica</i> <i>S. caladendron</i> <i>S. reichardtii</i>	All Willows except for the permitted species: Weeping Willow Weeping Willow Pussy Willow Sterile Pussy Willow	Declared pest plant of the ACT
<i>Salvinia molesta</i>	Salvinia	Declared pest plant of the ACT
<i>Senecio madagascariensis</i>	Fireweed	Declared pest plant of the ACT
<i>Solanum elaeagnifolium</i>	Silverleaf Nightshade	Declared pest plant of the ACT
<i>Sorbus</i> sp.	Service Tree, Rowan	Declared pest plant of the ACT
<i>Spartium junceum</i>	Spanish Broom	Declared pest plant of the ACT
<i>Tamarix aphylla</i>	Athel Pine	
<i>Toxicodendron succedaneum</i>	Rhus Tree	Declared pest plant of the ACT
<i>Ulex europaeus</i>	Gorse	Declared pest plant of the ACT
<i>Vinca major</i>	Periwinkle	Declared pest plant of the ACT
<i>Xanthium occidentale</i>	Noogoora Burr	Declared pest plant of the ACT
<i>Xanthium spinosum</i>	Bathurst Burr	Declared pest plant of the ACT
Landscaping Plant Species		
<i>Agapanthus</i> species	Agapanthus	Multiple varieties where the seed is easily distributed and forms dense monocultures in conservation areas

Botanical Name	Common Name	Reason
Nandina domestica	Sacred Bamboo	Berries toxic to birds, seed easily distributed into the conservation zone
Photinia species	Photinia	Seed easily distributed into conservation zone
Wisteria sinensis	Chinese Wisteria	Spread by seed, particularly along established waterways

Appendix B

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:1000

ISSUE DATE: May 2020

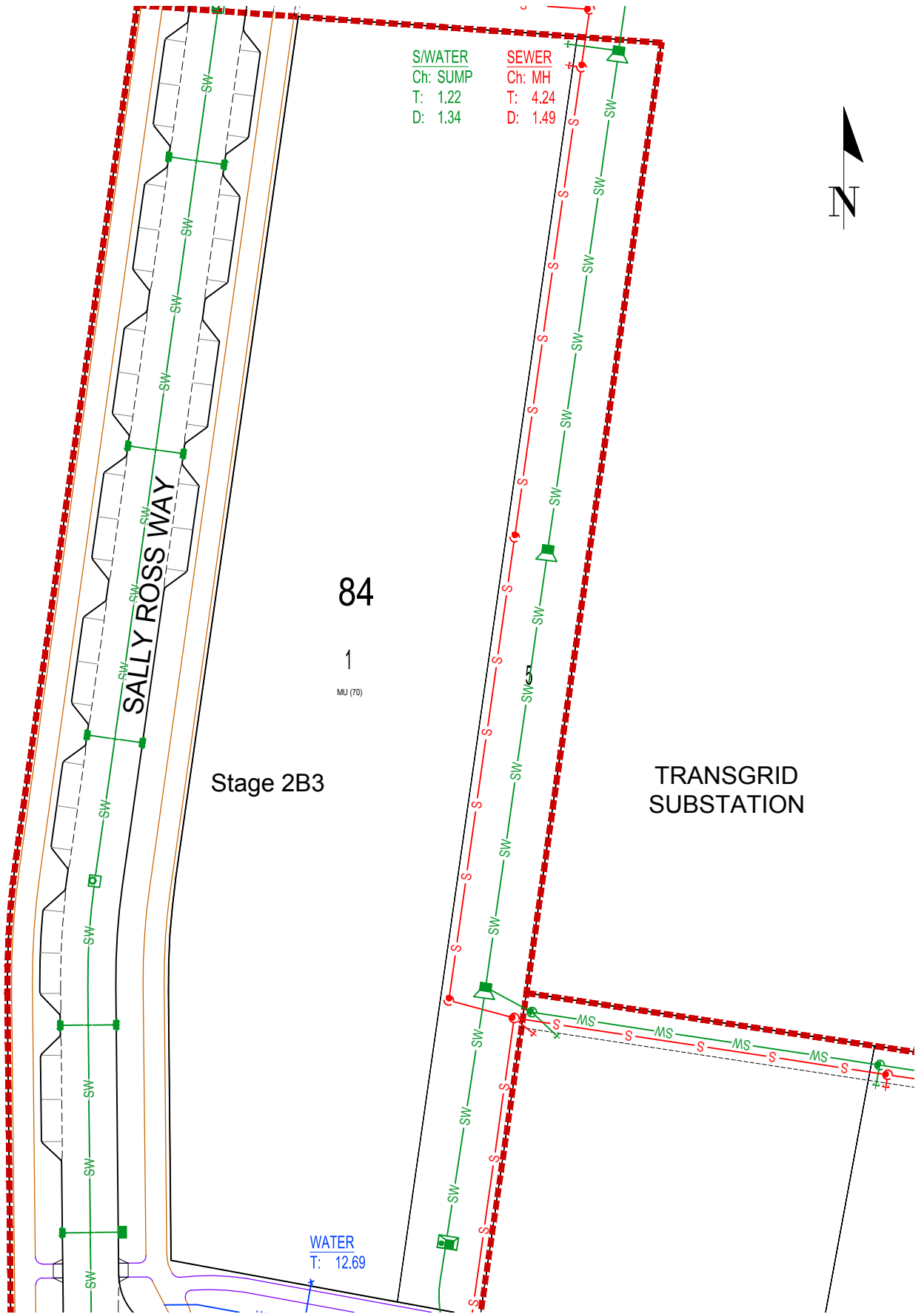
LEGEND

	LOT BOUNDARY		SEWER MAIN / MANHOLE / TIE		SERVICES TRENCH		WASTE COLLECTION POINT
	EASEMENT		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBN Co. PIT		SUBSTATION
	CONTOUR 0.5m INTERVAL		WATER MAIN / STOP VALVE / HYDRANT / TIE		STREETLIGHT / OPEN SPACE PEDESTRAIN LIGHTING		STREET TREES
	CONTOUR 0.1m INTERVAL		WATER MAIN (IRRIGATION)		ABOVE GROUND MINIPILLAR		GARAGE OFFSET FROM REAR BOUNDARY
	RETAINING WALL		REINFORCED CONCRETE DRIVEWAY BY PURCHASER		IN GROUND MINIPILLAR		BLOCK SUBJECT TO MID-SIZED PROVISIONS
	SEWER MAINTENANCE ACCESS ROUTE REQUIRED		POTENTIALLY NOISE AFFECTED BLOCK		FRONT FENCING AND WALLS BY DEVELOPER		MANDATORY LOT CONTROL - WALL INDENT FOR WATER METER
	ONLY ONE (1) ONSITE PARKING SPACE REQUIRED						

PLEASE NOTE: INFORMATION SHOWN IN THIS DRAWING IS PRELIMINARY ONLY, AND SUBJECT TO CHANGE PRIOR FINAL DESIGN REFER ALSO TO PLANNING CONTROLS PLAN AND FENCING CONTROLS PLAN

Disclaimer: All care has been taken in the preparation of this material. No responsibility is taken by the vendor for any errors or omissions, and details may be subject to change. All road designs, contours, block sizes, block dimensions, easements, services, ties and trees are preliminary only and are subject to change.

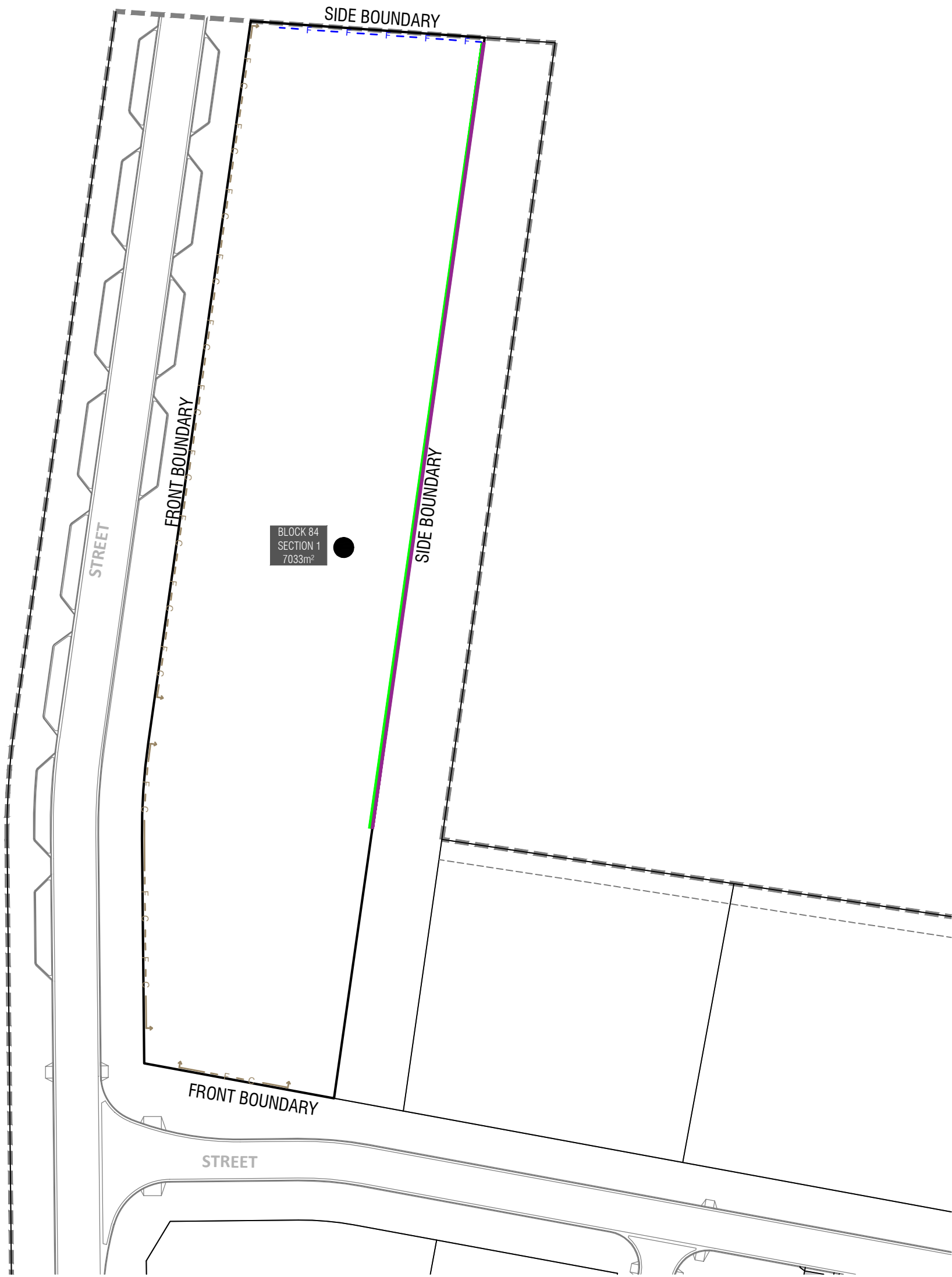
Appendix C



WORKS AS EXECUTED INFORMATION PROVIDED BY
 HUON CONTRACTORS PTY LTD

STRATHNAIRN



Appendix D






KEY MAP



LEGEND

-  Block Boundary
- SITE COVERAGE**
refer to Residential Zone Policy
- PRINCIPLE PRIVATE OPEN SPACE**
refer to Belconnen District Specifications and Residential Zones Specifications
-  Principal Private Open Space and Daytime Living Area for the identified block to be oriented toward the western alignment by Planning Controls Plan

BOUNDARY FENCING

-  **Side, Rear and Rear Lane Boundaries**
Maximum height 1.8m | Minimum setback 0m (100%) | **Not forward of building line**
refer to EPSDD: Fences and Freestanding Walls Factsheet 2014
- Construction and Finish**
Inter-allotment fencing to be max 1.8m high timber paling fencing or lapped and capped timber paling fencing.
If Colorbond is used, the profile must be Neetascreen or a mini orb profile colour "Basalt". refer to Ginninderry Design Requirements
-  Landscape screening treatment of a 4.5m mesh fence accompanying rear located 1.8m solid timber fence - by Ginninderry in accordance with Belconnen District Specification
-  A 3.0m minimum planting zone for evergreen climbing must be established along the length of the landscape screening fence - by Purchaser in accordance with Belconnen District Specifications

--- F - C ---

Mandatory Village/Green Link, Courtyard Walls and Fencing
Maximum height: PPOS screen 1.5m | otherwise 1.2m
Minimum setback: 100% @ 0m
refer to Fencing Controls Plan

Construction and Finish
Front Courtyard walls and fencing forward of the building line (where permitted) must be a combination of solid and semi-transparent elements that are constructed of the following:

- masonry or stonework;
- dressed hardwood timber; or
- powder-coated aluminium.
- Openings to be a minimum of 10mm.

refer to Fencing Control Plan and Ginninderry Design Requirements



Return Boundary Fencing to Building Line or Side Fence

BLOCK INFORMATION

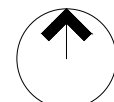
STAGE	2B3
ZONE	RZ 5
SECTION	84
BLOCK	1
PLOT RATIO	N/A
HOUSING TYPE	MULTI UNIT SITE (70)

REV	DRAWN	CHECKED	APPROVED	DATE
C	DZ	DZ	DZ	02/02/24

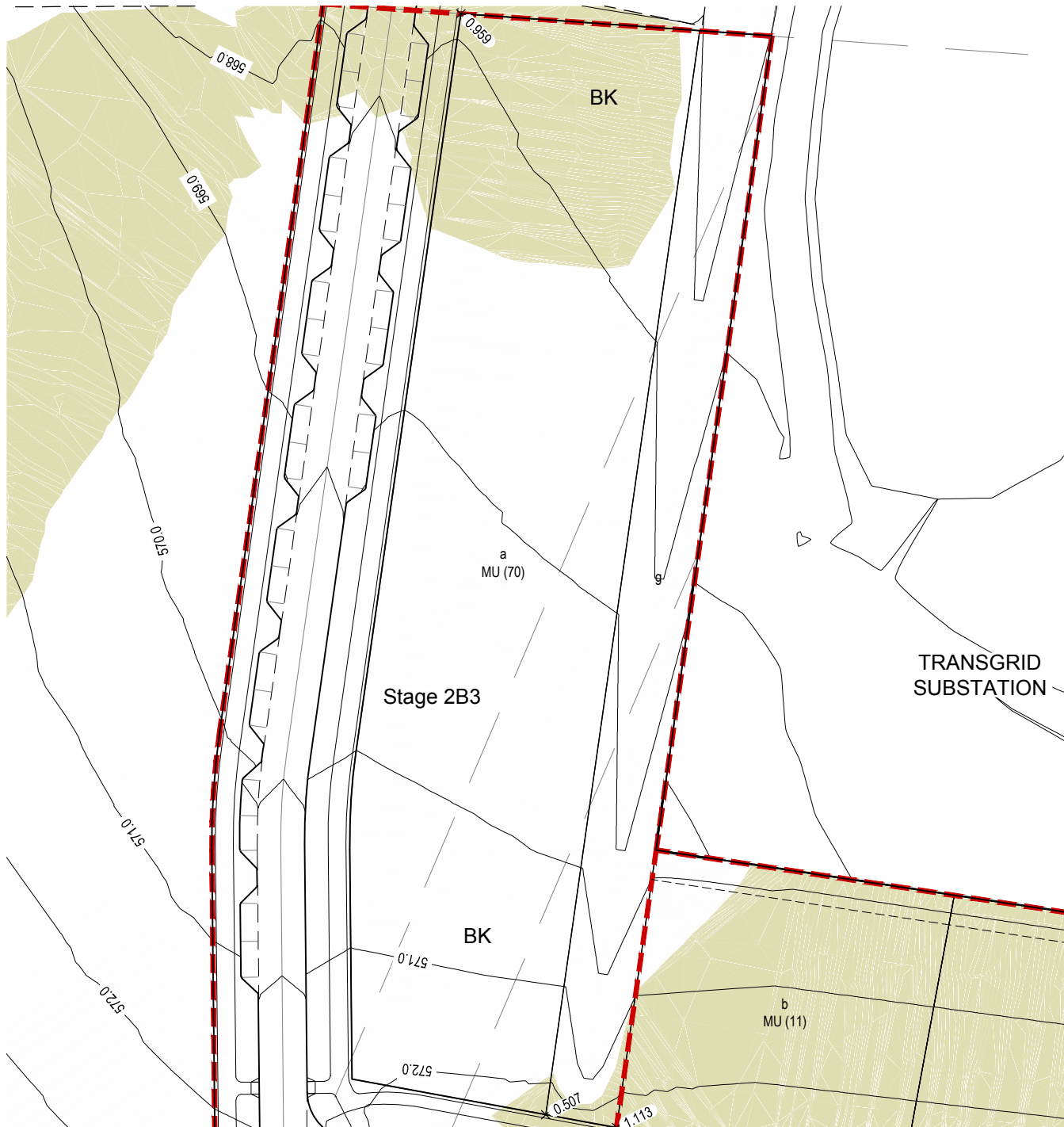
DO NOT SCALE OFF DRAWINGS. DIMENSIONS ARE IN METRES.

INFORMATION ON THIS PLAN IS TO BE USED AS A GUIDE ONLY FOR THE DESIGN PROCESS. APPROVED EDP PLANNING CONTROLS NEED TO BE CHECKED AGAINST DISTRICT SPECIFICATIONS UPLIFTS. PLANS TO BE READ IN CONJUNCTION WITH THE TERRITORY PLAN ALONG WITH BLOCK DISCLOSURE PLANS AND THE GINNINDERRY DESIGN REQUIREMENTS TO CONFIRM ALL CURRENT CONTROLS PERTAINING TO YOUR BLOCK.





SCALE
1:750 @A3



Appendix E

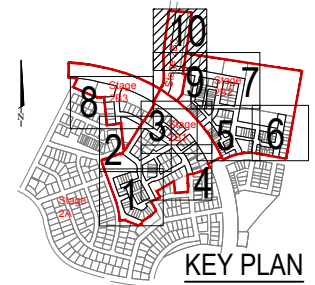


LEGEND

-  GRADING LIMITS
-  FILL
-  DESIGN CONTOURS @ 1m INTERVALS
-  × 0.3 FILL DEPTHS (IN METRES)

WARNING

THIS PLAN ONLY INDICATES AREAS 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.



FIRST ISSUE	DESIGN PL	DRAWN JG	CHECKED	APPROVED	DATE

AMENDMENT DETAILS

NO.	DATE	DESCRIPTION

DRAFT

GROUP GSA
Cia landscapes + colour

SCALE (METRES)

1:1000

Ginninderry

PROJECT: STRATHNAIRN STAGE 2B

calibre CONSULTING
www.calibreconsulting.co

DRAWING TITLE: BLOCK FILL PLANS STAGE 2B - SHEET 10 OF 10 SECTIONS BK

DRAWING NUMBER: 18-000337-FB10

REV. NO.

Appendix F

SITE CLASSIFICATION REPORT SUMMARY

BLOCK:	1(a)	SECTION:	84 (BK)	SUBURB:	Strathnairn
JOB No:	77356.39			DATE:	Oct 2021
CLIENT:	Calibre Professional Services Pty Ltd			REV:	0

Classification Procedures:

Existing Subsurface Conditions: Refer attached test pit log(s) – Pit(s) 36,37,38,39,40 and Drawing 1.

Bulk Earthworks: Controlled fill within the block was placed under Level 1 control as defined in AS 3798:2007.

Laboratory Results: Previous laboratory testing results indicated liquid limit ranging from 22 - 84%, plasticity index ranging from 2 - 60% and linear shrinkage ranging from 0.5 - 15.0%.

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 worst case current soil profile / state, on limited subsurface information, soil reactivity and allowing for variation in the subsoil profile, the site would be equivalent to worst case high range Class H1* (highly reactive/filled) conditions. It must be noted that part of the block would be equivalent to Class S* (slightly reactive/filled) conditions or Class M* (moderately reactive/filled) conditions. Therefore the classification must be reassessed should the soil profile change either by adding fill or removing soil from the block and/or if the presence of service trenches or retaining walls are within the zone of influence of the block. Reference must be made to the comments provided below. 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: Given the high range nature of the site classification, consideration should be given to adopting a footing system stiffer than the typical Class H1 systems. 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.

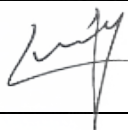
The above site classification is provided on the basis that all building materials/waste and stockpiles are removed from site and have not been spread across the site.

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.
AS 3798:2007, Guidelines on Earthworks for Commercial and Residential Developments, Standards Australia.

Attachments: Limitations & About this Report
Explanatory Notes
Test Pit Log(s) Pit(s) 36,37,38,39,40
Drawing 1



Limitations

Douglas Partners (DP) has prepared this report for this project at Stage 2B3, Strathnairn in accordance with DP's proposal CAN190130.P.001.Rev0 dated 31 May 2019 and acceptance received from Calibre Professional Services Pty Ltd dated 30 April 2020. The work was carried out under DP's Conditions of Engagement. This report is provided for the exclusive use of Calibre Professional Services Pty Ltd for this project only and for the purposes as described in the report. It should not be used by or relied upon for other projects or purposes on the same or other site or by a third party. Any party so relying upon this report beyond its exclusive use and purpose as stated above, and without the express written consent of DP, does so entirely at its own risk and without recourse to DP for any loss or damage. In preparing this report DP has necessarily relied upon information provided by the client and/or their agents.

The results provided in the report are indicative of the sub-surface conditions on the site only at the specific sampling and/or testing locations, and then only to the depths investigated and at the time the work was carried out. Sub-surface conditions can change abruptly due to variable geological processes and also as a result of human influences. Such changes may occur after DP's field testing has been completed.

DP's advice is based upon the conditions encountered during this investigation. The accuracy of the advice provided by DP in this report may be affected by undetected variations in ground conditions across the site between and beyond the sampling and/or testing locations. The advice may also be limited by budget constraints imposed by others or by site accessibility.

This report must be read in conjunction with all of the attached and should be kept in its entirety without separation of individual pages or sections. DP cannot be held responsible for interpretations or conclusions made by others unless they are supported by an expressed statement, interpretation, outcome or conclusion stated in this report.

This report, or sections from this report, should not be used as part of a specification for a project, without review and agreement by DP. This is because this report has been written as advice and opinion rather than instructions for construction.

The scope for work for this investigation/report did not include the assessment of surface or sub-surface materials or groundwater for contaminants, within or adjacent to the site. Should evidence of filling of unknown origin be noted in the report, and in particular the presence of building demolition materials, it should be recognised that there may be some risk that such filling may contain contaminants and hazardous building materials.

The contents of this report do not constitute formal design components such as are required, by the Health and Safety Legislation and Regulations, to be included in a Safety Report specifying the hazards likely to be encountered during construction and the controls required to mitigate risk. This design process requires risk assessment to be undertaken, with such assessment being dependent upon factors relating to likelihood of occurrence and consequences of damage to property and to life. This, in turn, requires project data and analysis presently beyond the knowledge and project role respectively of DP. DP may be able, however, to assist the client in carrying out a risk assessment of potential hazards contained in the Comments section of this report, as an extension to the current scope of works, if so requested, and provided that suitable additional information is made available to DP. Any such risk assessment would, however, be necessarily restricted to the geotechnical components set out in this report and to their application by the project designers to project design, construction, maintenance and demolition.



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About this Report

Douglas Partners



Introduction

These notes have been provided to amplify DP's report in regard to classification methods, field procedures and the comments section. Not all are necessarily relevant to all reports.

DP's reports are based on information gained from limited subsurface excavations and sampling, supplemented by knowledge of local geology and experience. For this reason, they must be regarded as interpretive rather than factual documents, limited to some extent by the scope of information on which they rely.

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Borehole and Test Pit Logs

The borehole and test pit logs presented in this report are an engineering and/or geological interpretation of the subsurface conditions, and their reliability will depend to some extent on frequency of sampling and the method of drilling or excavation. Ideally, continuous undisturbed sampling or core drilling will provide the most reliable assessment, but this is not always practicable or possible to justify on economic grounds. In any case the boreholes and test pits represent only a very small sample of the total subsurface profile.

Interpretation of the information and its application to design and construction should therefore take into account the spacing of boreholes or pits, the frequency of sampling, and the possibility of other than 'straight line' variations between the test locations.

Groundwater

Where groundwater levels are measured in boreholes there are several potential problems, namely:

- In low permeability soils groundwater may enter the hole very slowly or perhaps not at all during the time the hole is left open;

- A localised, perched water table may lead to an erroneous indication of the true water table;
- Water table levels will vary from time to time with seasons or recent weather changes. They may not be the same at the time of construction as are indicated in the report; and
- The use of water or mud as a drilling fluid will mask any groundwater inflow. Water has to be blown out of the hole and drilling mud must first be washed out of the hole if water measurements are to be made.

More reliable measurements can be made by installing standpipes which are read at intervals over several days, or perhaps weeks for low permeability soils. Piezometers, sealed in a particular stratum, may be advisable in low permeability soils or where there may be interference from a perched water table.

Reports

The report has been prepared by qualified personnel, is based on the information obtained from field and laboratory testing, and has been undertaken to current engineering standards of interpretation and analysis. Where the report has been prepared for a specific design proposal, the information and interpretation may not be relevant if the design proposal is changed. If this happens, DP will be pleased to review the report and the sufficiency of the investigation work.

Every care is taken with the report as it relates to interpretation of subsurface conditions, discussion of geotechnical and environmental aspects, and recommendations or suggestions for design and construction. However, DP cannot always anticipate or assume responsibility for:

- Unexpected variations in ground conditions. The potential for this will depend partly on borehole or pit spacing and sampling frequency;
- Changes in policy or interpretations of policy by statutory authorities; or
- The actions of contractors responding to commercial pressures.

If these occur, DP will be pleased to assist with investigations or advice to resolve the matter.

About this Report

Site Anomalies

In the event that conditions encountered on site during construction appear to vary from those which were expected from the information contained in the report, DP requests that it be immediately notified. Most problems are much more readily resolved when conditions are exposed rather than at some later stage, well after the event.

Information for Contractual Purposes

Where information obtained from this report is provided for tendering purposes, it is recommended that all information, including the written report and discussion, be made available. In circumstances where the discussion or comments section is not relevant to the contractual situation, it may be appropriate to prepare a specially edited document. DP would be pleased to assist in this regard and/or to make additional report copies available for contract purposes at a nominal charge.

Site Inspection

The company will always be pleased to provide engineering inspection services for geotechnical and environmental aspects of work to which this report is related. This could range from a site visit to confirm that conditions exposed are as expected, to full time engineering presence on site.



Sampling

Sampling is carried out during drilling or test pitting to allow engineering examination (and laboratory testing where required) of the soil or rock.

Disturbed samples taken during drilling provide information on colour, type, inclusions and, depending upon the degree of disturbance, some information on strength and structure.

Undisturbed samples are taken by pushing a thin-walled sample tube into the soil and withdrawing it to obtain a sample of the soil in a relatively undisturbed state. Such samples yield information on structure and strength, and are necessary for laboratory determination of shear strength and compressibility. Undisturbed sampling is generally effective only in cohesive soils.

Test Pits

Test pits are usually excavated with a backhoe or an excavator, allowing close examination of the in-situ soil if it is safe to enter into the pit. The depth of excavation is limited to about 3 m for a backhoe and up to 6 m for a large excavator. A potential disadvantage of this investigation method is the larger area of disturbance to the site.

Large Diameter Augers

Boreholes can be drilled using a rotating plate or short spiral auger, generally 300 mm or larger in diameter commonly mounted on a standard piling rig. The cuttings are returned to the surface at intervals (generally not more than 0.5 m) and are disturbed but usually unchanged in moisture content. Identification of soil strata is generally much more reliable than with continuous spiral flight augers, and is usually supplemented by occasional undisturbed tube samples.

Continuous Spiral Flight Augers

The borehole is advanced using 90-115 mm diameter continuous spiral flight augers which are withdrawn at intervals to allow sampling or in-situ testing. This is a relatively economical means of drilling in clays and sands above the water table. Samples are returned to the surface, or may be collected after withdrawal of the auger flights, but they are disturbed and may be mixed with soils from the sides of the hole. Information from the drilling (as distinct from specific sampling by SPTs or undisturbed samples) is of relatively low

reliability, due to the remoulding, possible mixing or softening of samples by groundwater.

Non-core Rotary Drilling

The borehole is advanced using a rotary bit, with water or drilling mud being pumped down the drill rods and returned up the annulus, carrying the drill cuttings. Only major changes in stratification can be determined from the cuttings, together with some information from the rate of penetration. Where drilling mud is used this can mask the cuttings and reliable identification is only possible from separate sampling such as SPTs.

Continuous Core Drilling

A continuous core sample can be obtained using a diamond tipped core barrel, usually with a 50 mm internal diameter. Provided full core recovery is achieved (which is not always possible in weak rocks and granular soils), this technique provides a very reliable method of investigation.

Standard Penetration Tests

Standard penetration tests (SPT) are used as a means of estimating the density or strength of soils and also of obtaining a relatively undisturbed sample. The test procedure is described in Australian Standard 1289, Methods of Testing Soils for Engineering Purposes - Test 6.3.1.

The test is carried out in a borehole by driving a 50 mm diameter split sample tube under the impact of a 63 kg hammer with a free fall of 760 mm. It is normal for the tube to be driven in three successive 150 mm increments and the 'N' value is taken as the number of blows for the last 300 mm. In dense sands, very hard clays or weak rock, the full 450 mm penetration may not be practicable and the test is discontinued.

The test results are reported in the following form.

- In the case where full penetration is obtained with successive blow counts for each 150 mm of, say, 4, 6 and 7 as:
4,6,7
N=13
- In the case where the test is discontinued before the full penetration depth, say after 15 blows for the first 150 mm and 30 blows for the next 40 mm as:
15, 30/40 mm

Sampling Methods

The results of the SPT tests can be related empirically to the engineering properties of the soils.

Dynamic Cone Penetrometer Tests / Perth Sand Penetrometer Tests

Dynamic penetrometer tests (DCP or PSP) are carried out by driving a steel rod into the ground using a standard weight of hammer falling a specified distance. As the rod penetrates the soil the number of blows required to penetrate each successive 150 mm depth are recorded. Normally there is a depth limitation of 1.2 m, but this may be extended in certain conditions by the use of extension rods. Two types of penetrometer are commonly used.

- Perth sand penetrometer - a 16 mm diameter flat ended rod is driven using a 9 kg hammer dropping 600 mm (AS 1289, Test 6.3.3). This test was developed for testing the density of sands and is mainly used in granular soils and filling.
- Cone penetrometer - a 16 mm diameter rod with a 20 mm diameter cone end is driven using a 9 kg hammer dropping 510 mm (AS 1289, Test 6.3.2). This test was developed initially for pavement subgrade investigations, and correlations of the test results with California Bearing Ratio have been published by various road authorities.



Description and Classification Methods

The methods of description and classification of soils and rocks used in this report are generally based on Australian Standard AS1726:2017, Geotechnical Site Investigations. In general, the descriptions include strength or density, colour, structure, soil or rock type and inclusions.

Soil Types

Soil types are described according to the predominant particle size, qualified by the grading of other particles present:

Type	Particle size (mm)
Boulder	>200
Cobble	63 - 200
Gravel	2.36 - 63
Sand	0.075 - 2.36
Silt	0.002 - 0.075
Clay	<0.002

The sand and gravel sizes can be further subdivided as follows:

Type	Particle size (mm)
Coarse gravel	19 - 63
Medium gravel	6.7 - 19
Fine gravel	2.36 – 6.7
Coarse sand	0.6 - 2.36
Medium sand	0.21 - 0.6
Fine sand	0.075 - 0.21

Definitions of grading terms used are:

- Well graded - a good representation of all particle sizes
- Poorly graded - an excess or deficiency of particular sizes within the specified range
- Uniformly graded - an excess of a particular particle size
- Gap graded - a deficiency of a particular particle size with the range

The proportions of secondary constituents of soils are described as follows:

In fine grained soils (>35% fines)

Term	Proportion of sand or gravel	Example
And	Specify	Clay (60%) and Sand (40%)
Adjective	>30%	Sandy Clay
With	15 – 30%	Clay with sand
Trace	0 - 15%	Clay with trace sand

In coarse grained soils (>65% coarse)

- with clays or silts

Term	Proportion of fines	Example
And	Specify	Sand (70%) and Clay (30%)
Adjective	>12%	Clayey Sand
With	5 - 12%	Sand with clay
Trace	0 - 5%	Sand with trace clay

In coarse grained soils (>65% coarse)

- with coarser fraction

Term	Proportion of coarser fraction	Example
And	Specify	Sand (60%) and Gravel (40%)
Adjective	>30%	Gravelly Sand
With	15 - 30%	Sand with gravel
Trace	0 - 15%	Sand with trace gravel

The presence of cobbles and boulders shall be specifically noted by beginning the description with 'Mix of Soil and Cobbles/Boulders' with the word order indicating the dominant first and the proportion of cobbles and boulders described together.

Soil Descriptions

Cohesive Soils

Cohesive soils, such as clays, are classified on the basis of undrained shear strength. The strength may be measured by laboratory testing, or estimated by field tests or engineering examination. The strength terms are defined as follows:

Description	Abbreviation	Undrained shear strength (kPa)
Very soft	VS	<12
Soft	S	12 - 25
Firm	F	25 - 50
Stiff	St	50 - 100
Very stiff	VSt	100 - 200
Hard	H	>200
Friable	Fr	-

Cohesionless Soils

Cohesionless soils, such as clean sands, are classified on the basis of relative density, generally from the results of standard penetration tests (SPT), cone penetration tests (CPT) or dynamic penetrometers (PSP). The relative density terms are given below:

Relative Density	Abbreviation	Density Index (%)
Very loose	VL	<15
Loose	L	15-35
Medium dense	MD	35-65
Dense	D	65-85
Very dense	VD	>85

Soil Origin

It is often difficult to accurately determine the origin of a soil. Soils can generally be classified as:

- Residual soil - derived from in-situ weathering of the underlying rock;
- Extremely weathered material – formed from in-situ weathering of geological formations. Has soil strength but retains the structure or fabric of the parent rock;
- Alluvial soil – deposited by streams and rivers;

- Estuarine soil – deposited in coastal estuaries;
- Marine soil – deposited in a marine environment;
- Lacustrine soil – deposited in freshwater lakes;
- Aeolian soil – carried and deposited by wind;
- Colluvial soil – soil and rock debris transported down slopes by gravity;
- Topsoil – mantle of surface soil, often with high levels of organic material.
- Fill – any material which has been moved by man.

Moisture Condition – Coarse Grained Soils

For coarse grained soils the moisture condition should be described by appearance and feel using the following terms:

- Dry (D) Non-cohesive and free-running.
- Moist (M) Soil feels cool, darkened in colour.
Soil tends to stick together.
Sand forms weak ball but breaks easily.
- Wet (W) Soil feels cool, darkened in colour.
Soil tends to stick together, free water forms when handling.

Moisture Condition – Fine Grained Soils

For fine grained soils the assessment of moisture content is relative to their plastic limit or liquid limit, as follows:

- 'Moist, dry of plastic limit' or 'w < PL' (i.e. hard and friable or powdery).
- 'Moist, near plastic limit' or 'w ≈ PL' (i.e. soil can be moulded at moisture content approximately equal to the plastic limit).
- 'Moist, wet of plastic limit' or 'w > PL' (i.e. soils usually weakened and free water forms on the hands when handling).
- 'Wet' or 'w ≈ LL' (i.e. near the liquid limit).
- 'Wet' or 'w > LL' (i.e. wet of the liquid limit).



Rock Strength

Rock strength is defined by the Unconfined Compressive Strength and it refers to the strength of the rock substance and not the strength of the overall rock mass, which may be considerably weaker due to defects.

The Point Load Strength Index $Is_{(50)}$ is commonly used to provide an estimate of the rock strength and site specific correlations should be developed to allow UCS values to be determined. The point load strength test procedure is described by Australian Standard AS4133.4.1-2007. The terms used to describe rock strength are as follows:

Strength Term	Abbreviation	Unconfined Compressive Strength MPa	Point Load Index * $Is_{(50)}$ MPa
Very low	VL	0.6 - 2	0.03 - 0.1
Low	L	2 - 6	0.1 - 0.3
Medium	M	6 - 20	0.3 - 1.0
High	H	20 - 60	1 - 3
Very high	VH	60 - 200	3 - 10
Extremely high	EH	>200	>10

* Assumes a ratio of 20:1 for UCS to $Is_{(50)}$. It should be noted that the UCS to $Is_{(50)}$ ratio varies significantly for different rock types and specific ratios should be determined for each site.

Degree of Weathering

The degree of weathering of rock is classified as follows:

Term	Abbreviation	Description
Residual Soil	RS	Material is weathered to such an extent that it has soil properties. Mass structure and material texture and fabric of original rock are no longer visible, but the soil has not been significantly transported.
Extremely weathered	XW	Material is weathered to such an extent that it has soil properties. Mass structure and material texture and fabric of original rock are still visible
Highly weathered	HW	The whole of the rock material is discoloured, usually by iron staining or bleaching to the extent that the colour of the original rock is not recognisable. Rock strength is significantly changed by weathering. Some primary minerals have weathered to clay minerals. Porosity may be increased by leaching, or may be decreased due to deposition of weathering products in pores.
Moderately weathered	MW	The whole of the rock material is discoloured, usually by iron staining or bleaching to the extent that the colour of the original rock is not recognisable, but shows little or no change of strength from fresh rock.
Slightly weathered	SW	Rock is partially discoloured with staining or bleaching along joints but shows little or no change of strength from fresh rock.
Fresh	FR	No signs of decomposition or staining.
<i>Note: If HW and MW cannot be differentiated use DW (see below)</i>		
Distinctly weathered	DW	Rock strength usually changed by weathering. The rock may be highly discoloured, usually by iron staining. Porosity may be increased by leaching or may be decreased due to deposition of weathered products in pores.

Rock Descriptions

Degree of Fracturing

The following classification applies to the spacing of natural fractures in diamond drill cores. It includes bedding plane partings, joints and other defects, but excludes drilling breaks.

Term	Description
Fragmented	Fragments of <20 mm
Highly Fractured	Core lengths of 20-40 mm with occasional fragments
Fractured	Core lengths of 30-100 mm with occasional shorter and longer sections
Slightly Fractured	Core lengths of 300 mm or longer with occasional sections of 100-300 mm
Unbroken	Core contains very few fractures

Rock Quality Designation

The quality of the cored rock can be measured using the Rock Quality Designation (RQD) index, defined as:

$$\text{RQD \%} = \frac{\text{cumulative length of 'sound' core sections} \geq 100 \text{ mm long}}{\text{total drilled length of section being assessed}}$$

where 'sound' rock is assessed to be rock of low strength or stronger. The RQD applies only to natural fractures. If the core is broken by drilling or handling (i.e. drilling breaks) then the broken pieces are fitted back together and are not included in the calculation of RQD.

Stratification Spacing

For sedimentary rocks the following terms may be used to describe the spacing of bedding partings:

Term	Separation of Stratification Planes
Thinly laminated	< 6 mm
Laminated	6 mm to 20 mm
Very thinly bedded	20 mm to 60 mm
Thinly bedded	60 mm to 0.2 m
Medium bedded	0.2 m to 0.6 m
Thickly bedded	0.6 m to 2 m
Very thickly bedded	> 2 m

Symbols & Abbreviations

Douglas Partners



Introduction

These notes summarise abbreviations commonly used on borehole logs and test pit reports.

Drilling or Excavation Methods

C	Core drilling
R	Rotary drilling
SFA	Spiral flight augers
NMLC	Diamond core - 52 mm dia
NQ	Diamond core - 47 mm dia
HQ	Diamond core - 63 mm dia
PQ	Diamond core - 81 mm dia

Water

▷	Water seep
▽	Water level

Sampling and Testing

A	Auger sample
B	Bulk sample
D	Disturbed sample
E	Environmental sample
U ₅₀	Undisturbed tube sample (50mm)
W	Water sample
pp	Pocket penetrometer (kPa)
PID	Photo ionisation detector
PL	Point load strength Is(50) MPa
S	Standard Penetration Test
V	Shear vane (kPa)

Description of Defects in Rock

The abbreviated descriptions of the defects should be in the following order: Depth, Type, Orientation, Coating, Shape, Roughness and Other. Drilling and handling breaks are not usually included on the logs.

Defect Type

B	Bedding plane
Cs	Clay seam
Cv	Cleavage
Cz	Crushed zone
Ds	Decomposed seam
F	Fault
J	Joint
Lam	Lamination
Pt	Parting
Sz	Sheared Zone
V	Vein

Orientation

The inclination of defects is always measured from the perpendicular to the core axis.

h	horizontal
v	vertical
sh	sub-horizontal
sv	sub-vertical

Coating or Infilling Term

cln	clean
co	coating
he	healed
inf	infilled
stn	stained
ti	tight
vn	veneer

Coating Descriptor

ca	calcite
cbs	carbonaceous
cly	clay
fe	iron oxide
mn	manganese
slt	silty

Shape

cu	curved
ir	irregular
pl	planar
st	stepped
un	undulating

Roughness

po	polished
ro	rough
sl	slickensided
sm	smooth
vr	very rough


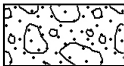
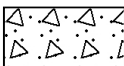

Other

fg	fragmented
bnd	band
qtz	quartz






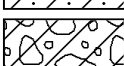


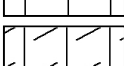
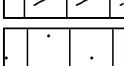

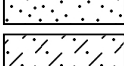
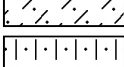
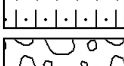
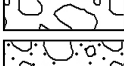
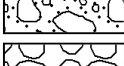

Symbols & Abbreviations

Graphic Symbols for Soil and Rock




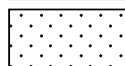
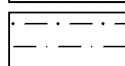
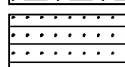
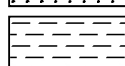

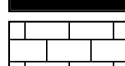
General

	Asphalt
	Road base
	Concrete
	Filling

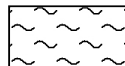
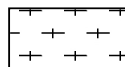
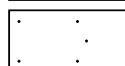
Soils

	Topsoil
	Peat
	Clay
	Silty clay
	Sandy clay
	Gravelly clay
	Shaly clay
	Silt
	Clayey silt
	Sandy silt
	Sand
	Clayey sand
	Silty sand
	Gravel
	Sandy gravel
	Cobbles, boulders
	Talus

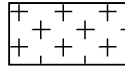

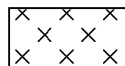
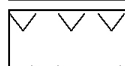

Sedimentary Rocks

	Boulder conglomerate
	Conglomerate
	Conglomeratic sandstone
	Sandstone
	Siltstone
	Laminite
	Mudstone, claystone, shale
	Coal
	Limestone

Metamorphic Rocks

	Slate, phyllite, schist
	Gneiss
	Quartzite

Igneous Rocks

	Granite
	Dolerite, basalt, andesite
	Dacite, epidote
	Tuff, breccia
	Porphyry

Foundation Maintenance and Footing Performance: A Homeowner's Guide



PUBLISHING
BTF 18-2011
replaces
Information
Sheet 10/91

Buildings can and often do move. This movement can be up, down, lateral or rotational. The fundamental cause of movement in buildings can usually be related to one or more problems in the foundation soil. It is important for the homeowner to identify the soil type in order to ascertain the measures that should be put in place in order to ensure that problems in the foundation soil can be prevented, thus protecting against building movement.

This Building Technology File is designed to identify causes of soil-related building movement, and to suggest methods of prevention of resultant cracking in buildings.

Soil Types

The types of soils usually present under the topsoil in land zoned for residential buildings can be split into two approximate groups – granular and clay. Quite often, foundation soil is a mixture of both types. The general problems associated with soils having granular content are usually caused by erosion. Clay soils are subject to saturation and swell/shrink problems.

Classifications for a given area can generally be obtained by application to the local authority, but these are sometimes unreliable and if there is doubt, a geotechnical report should be commissioned. As most buildings suffering movement problems are founded on clay soils, there is an emphasis on classification of soils according to the amount of swell and shrinkage they experience with variations of water content. The table below is Table 2.1 from AS 2870-2011, the Residential Slab and Footing Code.

Causes of Movement

Settlement due to construction

There are two types of settlement that occur as a result of construction:

- Immediate settlement occurs when a building is first placed on its foundation soil, as a result of compaction of the soil under the weight of the structure. The cohesive quality of clay soil mitigates against this, but granular (particularly sandy) soil is susceptible.
- Consolidation settlement is a feature of clay soil and may take place because of the expulsion of moisture from the soil or because of the soil's lack of resistance to local compressive or shear stresses. This will usually take place during the first few months after construction, but has been known to take many years in exceptional cases.

These problems are the province of the builder and should be taken into consideration as part of the preparation of the site for construction. Building Technology File 19 (BTF 19) deals with these problems.

Erosion

All soils are prone to erosion, but sandy soil is particularly susceptible to being washed away. Even clay with a sand component of say 10% or more can suffer from erosion.

Saturation

This is particularly a problem in clay soils. Saturation creates a bog-like suspension of the soil that causes it to lose virtually all of its bearing capacity. To a lesser degree, sand is affected by saturation because saturated sand may undergo a reduction in volume, particularly imported sand fill for bedding and blinding layers. However, this usually occurs as immediate settlement and should normally be the province of the builder.

Seasonal swelling and shrinkage of soil

All clays react to the presence of water by slowly absorbing it, making the soil increase in volume (see table below). The degree of increase varies considerably between different clays, as does the degree of decrease during the subsequent drying out caused by fair weather periods. Because of the low absorption and expulsion rate, this phenomenon will not usually be noticeable unless there are prolonged rainy or dry periods, usually of weeks or months, depending on the land and soil characteristics.

The swelling of soil creates an upward force on the footings of the building, and shrinkage creates subsidence that takes away the support needed by the footing to retain equilibrium.

Shear failure

This phenomenon occurs when the foundation soil does not have sufficient strength to support the weight of the footing. There are two major post-construction causes:

- Significant load increase.
- Reduction of lateral support of the soil under the footing due to erosion or excavation.

In clay soil, shear failure can be caused by saturation of the soil adjacent to or under the footing.

GENERAL DEFINITIONS OF SITE CLASSES

Class	Foundation
A	Most sand and rock sites with little or no ground movement from moisture changes
S	Slightly reactive clay sites, which may experience only slight ground movement from moisture changes
M	Moderately reactive clay or silt sites, which may experience moderate ground movement from moisture changes
H1	Highly reactive clay sites, which may experience high ground movement from moisture changes
H2	Highly reactive clay sites, which may experience very high ground movement from moisture changes
E	Extremely reactive sites, which may experience extreme ground movement from moisture changes

Notes

1. Where controlled fill has been used, the site may be classified A to E according to the type of fill used.
2. Filled sites. Class P is used for sites which include soft fills, such as clay or silt or loose sands; landslip; mine subsidence; collapsing soils; soil subject to erosion; reactive sites subject to abnormal moisture conditions or sites which cannot be classified otherwise.
3. Where deep-seated moisture changes exist on sites at depths of 3 m or greater, further classification is needed for Classes M to E (M-D, H1-D, H2-D and E-D).

Tree root growth

Trees and shrubs that are allowed to grow in the vicinity of footings can cause foundation soil movement in two ways:

- Roots that grow under footings may increase in cross-sectional size, exerting upward pressure on footings.
- Roots in the vicinity of footings will absorb much of the moisture in the foundation soil, causing shrinkage or subsidence.

Unevenness of Movement

The types of ground movement described above usually occur unevenly throughout the building's foundation soil. Settlement due to construction tends to be uneven because of:

- Differing compaction of foundation soil prior to construction.
- Differing moisture content of foundation soil prior to construction.

Movement due to non-construction causes is usually more uneven still. Erosion can undermine a footing that traverses the flow or can create the conditions for shear failure by eroding soil adjacent to a footing that runs in the same direction as the flow.

Saturation of clay foundation soil may occur where subfloor walls create a dam that makes water pond. It can also occur wherever there is a source of water near footings in clay soil. This leads to a severe reduction in the strength of the soil which may create local shear failure.

Seasonal swelling and shrinkage of clay soil affects the perimeter of the building first, then gradually spreads to the interior. The swelling process will usually begin at the uphill extreme of the building, or on the weather side where the land is flat. Swelling gradually reaches the interior soil as absorption continues. Shrinkage usually begins where the sun's heat is greatest.

Effects of Uneven Soil Movement on Structures

Erosion and saturation

Erosion removes the support from under footings, tending to create subsidence of the part of the structure under which it occurs. Brickwork walls will resist the stress created by this removal of support by bridging the gap or cantilevering until the bricks or the mortar bedding fail. Older masonry has little resistance. Evidence of failure varies according to circumstances and symptoms may include:

- Step cracking in the mortar beds in the body of the wall or above/below openings such as doors or windows.
- Vertical cracking in the bricks (usually but not necessarily in line with the vertical beds or perpend).

Isolated piers affected by erosion or saturation of foundations will eventually lose contact with the bearers they support and may tilt or fall over. The floors that have lost this support will become bouncy, sometimes rattling ornaments etc.

Seasonal swelling/shrinkage in clay

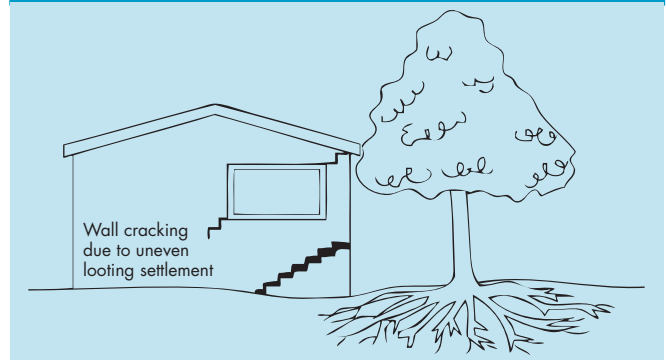
Swelling foundation soil due to rainy periods first lifts the most exposed extremities of the footing system, then the remainder of the perimeter footings while gradually permeating inside the building footprint to lift internal footings. This swelling first tends to create a dish effect, because the external footings are pushed higher than the internal ones.

The first noticeable symptom may be that the floor appears slightly dished. This is often accompanied by some doors binding on the floor or the door head, together with some cracking of cornice mitres. In buildings with timber flooring supported by bearers and joists, the floor can be bouncy. Externally there may be visible dishing of the hip or ridge lines.

As the moisture absorption process completes its journey to the innermost areas of the building, the internal footings will rise. If the spread of moisture is roughly even, it may be that the symptoms will temporarily disappear, but it is more likely that swelling will be uneven, creating a difference rather than a disappearance in symptoms. In buildings with timber flooring supported by bearers and joists, the isolated piers will rise more easily than the strip footings or piers under walls, creating noticeable doming of flooring.

As the weather pattern changes and the soil begins to dry out, the external footings will be first affected, beginning with the locations where the sun's effect is strongest. This has the effect of lowering the

Trees can cause shrinkage and damage



external footings. The doming is accentuated and cracking reduces or disappears where it occurred because of dishing, but other cracks open up. The roof lines may become convex.

Doming and dishing are also affected by weather in other ways. In areas where warm, wet summers and cooler dry winters prevail, water migration tends to be toward the interior and doming will be accentuated, whereas where summers are dry and winters are cold and wet, migration tends to be toward the exterior and the underlying propensity is toward dishing.

Movement caused by tree roots

In general, growing roots will exert an upward pressure on footings, whereas soil subject to drying because of tree or shrub roots will tend to remove support from under footings by inducing shrinkage.

Complications caused by the structure itself

Most forces that the soil causes to be exerted on structures are vertical – i.e. either up or down. However, because these forces are seldom spread evenly around the footings, and because the building resists uneven movement because of its rigidity, forces are exerted from one part of the building to another. The net result of all these forces is usually rotational. This resultant force often complicates the diagnosis because the visible symptoms do not simply reflect the original cause. A common symptom is binding of doors on the vertical member of the frame.

Effects on full masonry structures

Brickwork will resist cracking where it can. It will attempt to span areas that lose support because of subsided foundations or raised points. It is therefore usual to see cracking at weak points, such as openings for windows or doors.

In the event of construction settlement, cracking will usually remain unchanged after the process of settlement has ceased.

With local shear or erosion, cracking will usually continue to develop until the original cause has been remedied, or until the subsidence has completely neutralised the affected portion of footing and the structure has stabilised on other footings that remain effective.

In the case of swell/shrink effects, the brickwork will in some cases return to its original position after completion of a cycle, however it is more likely that the rotational effect will not be exactly reversed, and it is also usual that brickwork will settle in its new position and will resist the forces trying to return it to its original position. This means that in a case where swelling takes place after construction and cracking occurs, the cracking is likely to at least partly remain after the shrink segment of the cycle is complete. Thus, each time the cycle is repeated, the likelihood is that the cracking will become wider until the sections of brickwork become virtually independent.

With repeated cycles, once the cracking is established, if there is no other complication, it is normal for the incidence of cracking to stabilise, as the building has the articulation it needs to cope with the problem. This is by no means always the case, however, and monitoring of cracks in walls and floors should always be treated seriously.

Upheaval caused by growth of tree roots under footings is not a simple vertical shear stress. There is a tendency for the root to also exert lateral forces that attempt to separate sections of brickwork after initial cracking has occurred.

The normal structural arrangement is that the inner leaf of brickwork in the external walls and at least some of the internal walls (depending on the roof type) comprise the load-bearing structure on which any upper floors, ceilings and the roof are supported. In these cases, it is internally visible cracking that should be the main focus of attention, however there are a few examples of dwellings whose external leaf of masonry plays some supporting role, so this should be checked if there is any doubt. In any case, externally visible cracking is important as a guide to stresses on the structure generally, and it should also be remembered that the external walls must be capable of supporting themselves.

Effects on framed structures

Timber or steel framed buildings are less likely to exhibit cracking due to swell/shrink than masonry buildings because of their flexibility. Also, the doming/dishing effects tend to be lower because of the lighter weight of walls. The main risks to framed buildings are encountered because of the isolated pier footings used under walls. Where erosion or saturation causes a footing to fall away, this can double the span which a wall must bridge. This additional stress can create cracking in wall linings, particularly where there is a weak point in the structure caused by a door or window opening. It is, however, unlikely that framed structures will be so stressed as to suffer serious damage without first exhibiting some or all of the above symptoms for a considerable period. The same warning period should apply in the case of upheaval. It should be noted, however, that where framed buildings are supported by strip footings there is only one leaf of brickwork and therefore the externally visible walls are the supporting structure for the building. In this case, the subfloor masonry walls can be expected to behave as full brickwork walls.

Effects on brick veneer structures

Because the load-bearing structure of a brick veneer building is the frame that makes up the interior leaf of the external walls plus perhaps the internal walls, depending on the type of roof, the building can be expected to behave as a framed structure, except that the external masonry will behave in a similar way to the external leaf of a full masonry structure.

Water Service and Drainage

Where a water service pipe, a sewer or stormwater drainage pipe is in the vicinity of a building, a water leak can cause erosion, swelling or saturation of susceptible soil. Even a minuscule leak can be enough to saturate a clay foundation. A leaking tap near a building can have the same effect. In addition, trenches containing pipes can become watercourses even though backfilled, particularly where broken rubble is used as fill. Water that runs along these trenches can be responsible for serious erosion, interstrata seepage into subfloor areas and saturation.

Pipe leakage and trench water flows also encourage tree and shrub roots to the source of water, complicating and exacerbating the problem. Poor roof plumbing can result in large volumes of rainwater being concentrated in a small area of soil:

- Incorrect falls in roof guttering may result in overflows, as may gutters blocked with leaves etc.

- Corroded guttering or downpipes can spill water to ground.
- Downpipes not positively connected to a proper stormwater collection system will direct a concentration of water to soil that is directly adjacent to footings, sometimes causing large-scale problems such as erosion, saturation and migration of water under the building.

Seriousness of Cracking

In general, most cracking found in masonry walls is a cosmetic nuisance only and can be kept in repair or even ignored. The table below is a reproduction of Table C1 of AS 2870-2011.

AS 2870-2011 also publishes figures relating to cracking in concrete floors, however because wall cracking will usually reach the critical point significantly earlier than cracking in slabs, this table is not reproduced here.

Prevention/Cure

Plumbing

Where building movement is caused by water service, roof plumbing, sewer or stormwater failure, the remedy is to repair the problem. It is prudent, however, to consider also rerouting pipes away from the building where possible, and relocating taps to positions where any leakage will not direct water to the building vicinity. Even where gully traps are present, there is sometimes sufficient spill to create erosion or saturation, particularly in modern installations using smaller diameter PVC fixtures. Indeed, some gully traps are not situated directly under the taps that are installed to charge them, with the result that water from the tap may enter the backfilled trench that houses the sewer piping. If the trench has been poorly backfilled, the water will either pond or flow along the bottom of the trench. As these trenches usually run alongside the footings and can be at a similar depth, it is not hard to see how any water that is thus directed into a trench can easily affect the foundation’s ability to support footings or even gain entry to the subfloor area.

Ground drainage

In all soils there is the capacity for water to travel on the surface and below it. Surface water flows can be established by inspection during and after heavy or prolonged rain. If necessary, a grated drain system connected to the stormwater collection system is usually an easy solution.

It is, however, sometimes necessary when attempting to prevent water migration that testing be carried out to establish watertable height and subsoil water flows. This subject is referred to in BTF 19 and may properly be regarded as an area for an expert consultant.

Protection of the building perimeter

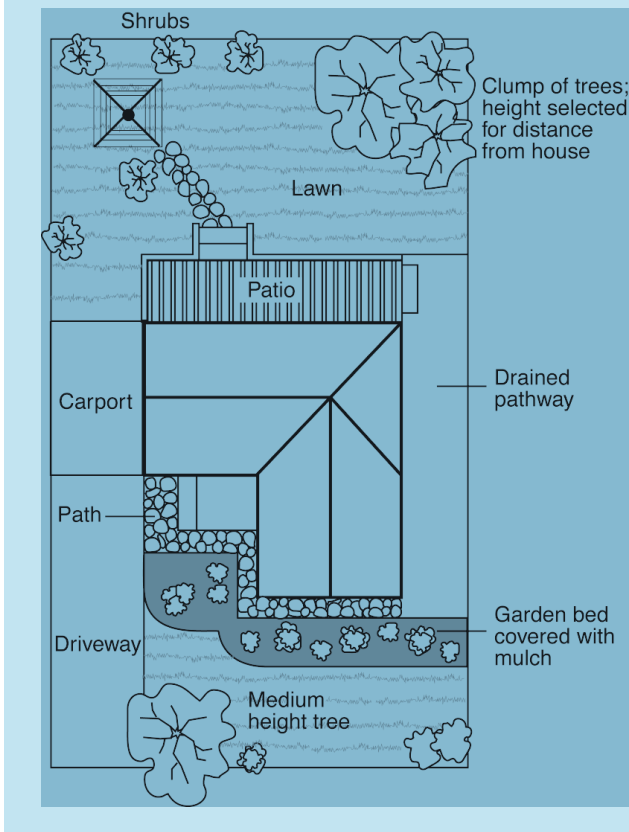
It is essential to remember that the soil that affects footings extends well beyond the actual building line. Watering of garden plants, shrubs and trees causes some of the most serious water problems.

For this reason, particularly where problems exist or are likely to occur, it is recommended that an apron of paving be installed around as much of the building perimeter as necessary. This paving should

CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS

Description of typical damage and required repair	Approximate crack width limit (see Note 3)	Damage category
Hairline cracks	<0.1 mm	0
Fine cracks which do not need repair	<1 mm	1
Cracks noticeable but easily filled. Doors and windows stick slightly.	<5 mm	2
Cracks can be repaired and possibly a small amount of wall will need to be replaced. Doors and windows stick. Service pipes can fracture. Weathertightness often impaired.	5–15 mm (or a number of cracks 3 mm or more in one group)	3
Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Window and door frames distort. Walls lean or bulge noticeably, some loss of bearing in beams. Service pipes disrupted.	15–25 mm but also depends on number of cracks	4

Gardens for a reactive site



extend outwards a minimum of 900 mm (more in highly reactive soil) and should have a minimum fall away from the building of 1:60. The finished paving should be no less than 100 mm below brick vent bases.

It is prudent to relocate drainage pipes away from this paving, if possible, to avoid complications from future leakage. If this is not practical, earthenware pipes should be replaced by PVC and backfilling should be of the same soil type as the surrounding soil and compacted to the same density.

Except in areas where freezing of water is an issue, it is wise to remove taps in the building area and relocate them well away from the building – preferably not uphill from it (see BTF 19).

It may be desirable to install a grated drain at the outside edge of the paving on the uphill side of the building. If subsoil drainage is needed this can be installed under the surface drain.

Condensation

In buildings with a subfloor void such as where bearers and joists support flooring, insufficient ventilation creates ideal conditions for condensation, particularly where there is little clearance between the floor and the ground. Condensation adds to the moisture already present in the subfloor and significantly slows the process of drying out. Installation of an adequate subfloor ventilation system, either natural or mechanical, is desirable.

Warning: Although this Building Technology File deals with cracking in buildings, it should be said that subfloor moisture can result in the development of other problems, notably:

- Water that is transmitted into masonry, metal or timber building elements causes damage and/or decay to those elements.
- High subfloor humidity and moisture content create an ideal environment for various pests, including termites and spiders.
- Where high moisture levels are transmitted to the flooring and walls, an increase in the dust mite count can ensue within the living areas. Dust mites, as well as dampness in general, can be a health hazard to inhabitants, particularly those who are abnormally susceptible to respiratory ailments.

The garden

The ideal vegetation layout is to have lawn or plants that require only light watering immediately adjacent to the drainage or paving edge, then more demanding plants, shrubs and trees spread out in that order.

Overwatering due to misuse of automatic watering systems is a common cause of saturation and water migration under footings. If it is necessary to use these systems, it is important to remove garden beds to a completely safe distance from buildings.

Existing trees

Where a tree is causing a problem of soil drying or there is the existence or threat of upheaval of footings, if the offending roots are subsidiary and their removal will not significantly damage the tree, they should be severed and a concrete or metal barrier placed vertically in the soil to prevent future root growth in the direction of the building. If it is not possible to remove the relevant roots without damage to the tree, an application to remove the tree should be made to the local authority. A prudent plan is to transplant likely offenders before they become a problem.

Information on trees, plants and shrubs

State departments overseeing agriculture can give information regarding root patterns, volume of water needed and safe distance from buildings of most species. Botanic gardens are also sources of information. For information on plant roots and drains, see Building Technology File 17.

Excavation

Excavation around footings must be properly engineered. Soil supporting footings can only be safely excavated at an angle that allows the soil under the footing to remain stable. This angle is called the angle of repose (or friction) and varies significantly between soil types and conditions. Removal of soil within the angle of repose will cause subsidence.

Remediation

Where erosion has occurred that has washed away soil adjacent to footings, soil of the same classification should be introduced and compacted to the same density. Where footings have been undermined, augmentation or other specialist work may be required. Remediation of footings and foundations is generally the realm of a specialist consultant.

Where isolated footings rise and fall because of swell/shrink effect, the homeowner may be tempted to alleviate floor bounce by filling the gap that has appeared between the bearer and the pier with blocking. The danger here is that when the next swell segment of the cycle occurs, the extra blocking will push the floor up into an accentuated dome and may also cause local shear failure in the soil. If it is necessary to use blocking, it should be by a pair of fine wedges and monitoring should be carried out fortnightly.

This BTF was prepared by John Lewer FAIB, MIAMA, Partner, Construction Diagnosis.

The information in this and other issues in the series was derived from various sources and was believed to be correct when published.

The information is advisory. It is provided in good faith and not claimed to be an exhaustive treatment of the relevant subject.

Further professional advice needs to be obtained before taking any action based on the information provided.

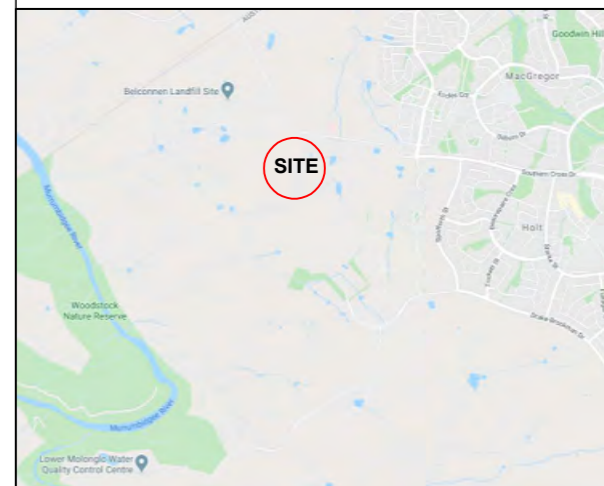
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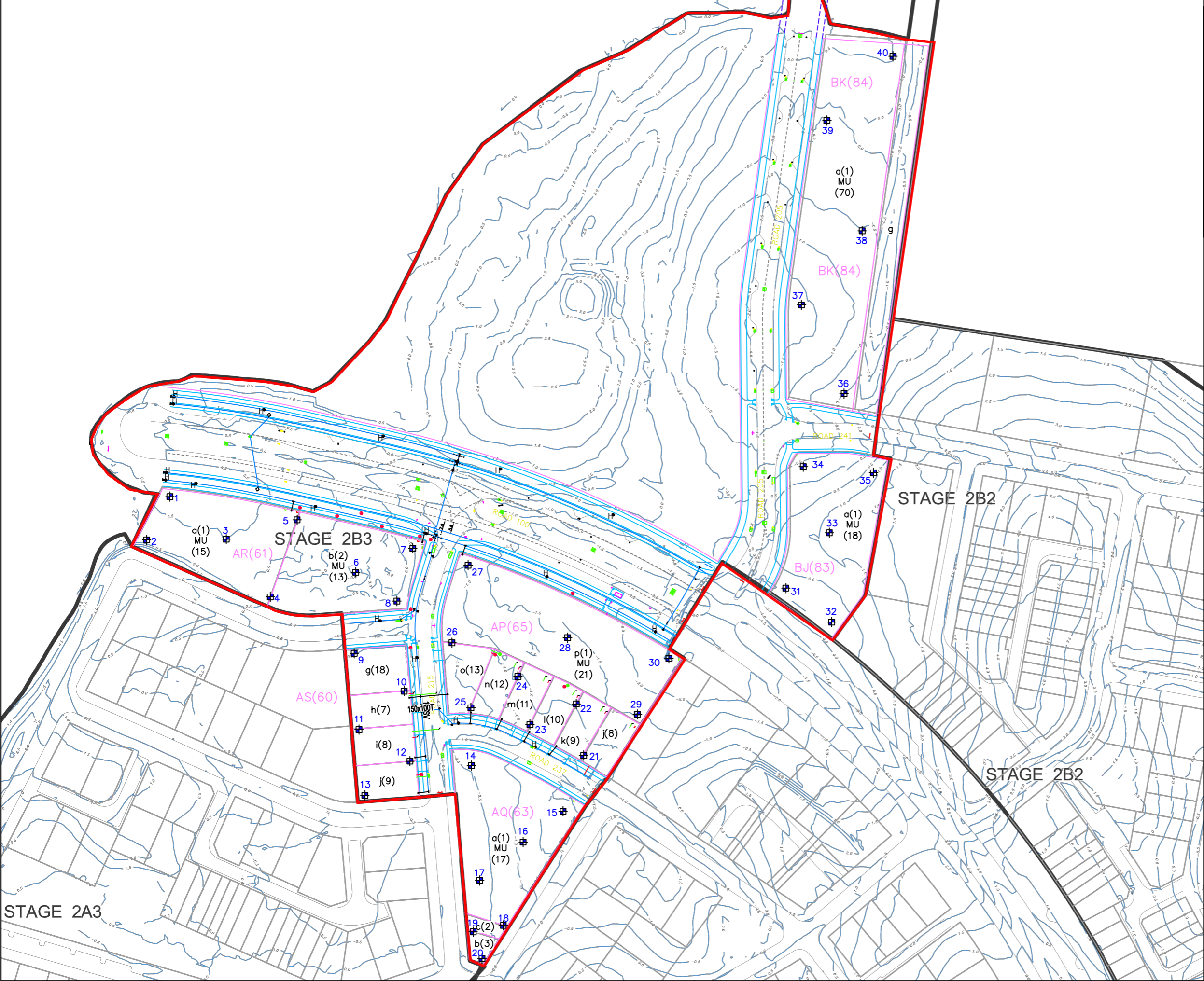
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

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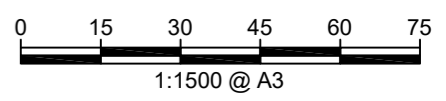


Locality Plan



LEGEND

-  Approximate Test Pit Location
-  Site Boundary
- 1(a) Block Numbers
- 71(BP) Section Numbers



Note: Base drawing taken from Calibre Professional Services



CLIENT: Calibre Professional Services Pty Ltd
 OFFICE: Canberra DRAWN BY: APH
 SCALE: As Shown DATE: 06.09.21

TITLE: **Test Pit Location Plan**
Proposed Residential Subdivision
Strathnairn Stage 2B3, Strathnairn



PROJECT No: 77356.39
 DRAWING No: 1
 REVISION: 0

TEST PIT LOG

CLIENT: Calibre Professional Services Pty Ltd
PROJECT: Proposed Residential Subdivision
LOCATION: Stage 2B3, Strathnairn

SURFACE LEVEL: 572 AHD
EASTING: 198448
NORTHING: 610457

PIT No: 36
PROJECT No: 77356.39
DATE: 10/9/2021
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						
572	0.1	TOPSOIL FILL/Silty Sandy CLAY (CL): low plasticity, grey, fine to coarse grained sand, dry to moist, w<PL, FILL	[Cross-hatch pattern]															
	0.25	FILL/CLAY (CI): medium plasticity, yellow brown, with fine to coarse grained sand, trace fine to medium gravel, moist to dry, w>PL, inferred very stiff, regrade FILL	[Cross-hatch pattern]															
		Silty CLAY (CI): medium plasticity, red brown, trace fine to coarse grained sand, dry to moist, w<PL, very stiff	[Diagonal lines pattern]	D	0.5													
		-from 1.2m, with ironstone nodules up to 3mm in size	[Diagonal lines pattern]	D	1.2		pp = 260-290											
571	1.55	SILTSTONE: fine grained, grey, dry to moist, medium to high strength, moderately weathered, highly fractured to fractured	[Dotted pattern]	D	1.7													
	1.8	Pit discontinued at 1.8m -limit of investigation																
570	2																	

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

LOGGED: LSDJ

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: Calibre Professional Services Pty Ltd
PROJECT: Proposed Residential Subdivision
LOCATION: Stage 2B3, Strathnairn

SURFACE LEVEL: 570 AHD
EASTING: 198427
NORTHING: 610501

PIT No: 37
PROJECT No: 77356.39
DATE: 10/9/2021
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						
570	0.05	FILL/Clayey SAND (SC): fine to coarse grained, grey, low plasticity fines, with fine to medium gravel, dry to moist, inferred dense to very dense, FILL SILTSTONE: fine grained, yellow grey, dry to moist, medium to high strength, moderately weathered, highly fractured to fractured, sub-vertical joints		D	0.5													
	0.6	Pit discontinued at 0.6m -refusal																
569	1																	
568	2																	

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

LOGGED: LSDJ

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			
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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: Calibre Professional Services Pty Ltd
PROJECT: Proposed Residential Subdivision
LOCATION: Stage 2B3, Strathnairn

SURFACE LEVEL: 568.8 AHD
EASTING: 198457
NORTHING: 610537

PIT No: 38
PROJECT No: 77356.39
DATE: 10/9/2021
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							
	0.05	FILL/CLAY (CI/CH): medium to high plasticity, grey brown, with fine to coarse grained sand and fine to medium gravel, moist to dry, w<=PL, inferred very stiff, FILL																	
	0.4	CLAY (CI/CH): medium to high plasticity, orange brown, with ironstone nodules and gravel to 10mm in size, moist to dry, w<PL, hard		D	0.2		pp >400												
	1.0	SILTSTONE: fine grained, yellow grey, dry to moist, trace weathered silty clay seams, medium to high strength, moderately weathered, highly fractured to fractured, sub-vertical joints																	
	1.0	Pit discontinued at 1.0m -refusal																	
	2.0																		

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

LOGGED: LSDJ

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: Calibre Professional Services Pty Ltd
PROJECT: Proposed Residential Subdivision
LOCATION: Stage 2B3, Strathnairn

SURFACE LEVEL: 568.5 AHD
EASTING: 198440
NORTHING: 610592

PIT No: 39
PROJECT No: 77356.39
DATE: 13/10/2021
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	
568	0.15	FILL/Sandy CLAY (CI) : medium plasticity, yellow-brown, fine to coarse grained sand, dry to moist, w<PL, hard, FILL	[Cross-hatch pattern]										
	0.55	FILL/Silty CLAY (CI): medium plasticity, brown, with gravel, trace cobbles and fine to medium grained sand, moist to dry, w<PL, very stiff, FILL	[Cross-hatch pattern]										
	0.9	Gravelly CLAY (CI): medium plasticity, brown-grey, fine to medium gravel, with ironstone nodules, fine to medium grained sand, dry to moist, w<PL, very stiff	[Gravel pattern]										
	1.4	Silty CLAY (CH): high plasticity, yellow-grey, with gravel, dry to moist, w<PL, hard, residual	[Diagonal lines]										
567	1.6	SILTSTONE: grey, medium strength, moderately weathered, fractured	[Dotted pattern]										
	1.6	Pit discontinued at 1.6m -slow progress											
2													

RIG: CASE 580 backhoe fitted with a 300mm wide bucket

LOGGED: APH

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: Calibre Professional Services Pty Ltd
PROJECT: Proposed Residential Subdivision
LOCATION: Stage 2B3, Strathnairn

SURFACE LEVEL: 567.2 AHD
EASTING: 198472
NORTHING: 610623

PIT No: 40
PROJECT No: 77356.39
DATE: 13/10/2021
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		
567		FILL/Silty CLAY (CI): medium plasticity, orange-yellow-brown, with gravel, moist to dry, w<PL, very stiff, FILL												
	0.9	Silty CLAY (CH): high plasticity, yellow-grey, moist to dry, w<PL, very stiff												
	1.5	Silty CLAY (CI): medium plasticity, orange-brown, with fine to coarse grained sand, trace gravel, moist to dry, w<PL, very stiff, residual												
	1.8	Pit discontinued at 1.8m -limit of investigation												
565														

RIG: CASE 580 backhoe fitted with a 300mm wide bucket

LOGGED: APH

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)

**Strathnairn
Housing Development
Requirements
Application Form**

Design Application Form

Please fill in and submit to designs@ginninderry.com

(A Design re-submission administration fee will apply after the 1st approval)

Property details

Block/ Section	
Block size	

Purchaser details

Name	
Phone	
Mobile	
Email	

Designer details

Name	
Company	
Phone	
Mobile	
Email	

Builder details

Name	
Company	
Phone	
Mobile	
Email	

Contact us:

E: designs@ginninderry.com

P: 1800 316 900

Required documentation:

1. Site plan @ 1:200

- Overall Building Footprint with setback dimensions to the boundaries
- North point site contours
- Services and Easements
- Location of all AC, HWS, RWT, Solar Battery, Fan units, clothes lines
- Extent of retaining walls
- Location and dimensions of (PPOS)
- Finished floor levels for the house and garage
- Area schedule of the dwelling including block size / POS / PPOS / all GFA / Garage / carports / hardstands

2. Sediment and Erosion Control Plan @ 1:200

3. Floor Plans @ 1:100

- Fully dimensioned floor plan for each level
- Show all room names
- All internal walls / doors
- Finished levels
- Area schedule

4. Elevations @ 1:100

- North / South / East / West
- NGL & FGL
- FFL / FCL
- Roof Pitch
- Extent of Cut and Fill

5. Sections @ 1:100

- Section A-A
- Section B-B
- NGL & FGL
- All structure / internal walls
- Extent of Cut and Fill and retaining walls

6. Roof Plan @ 1:100

- Roof pitches
- Eaves depths
- Solar panel location
- Roof material & colour

7. Landscape / Fencing Plan @ 1:200

- All side and rear fencing (refer to PCP's for each block)
- All courtyard walls
- Mail box type, material and location
- Extent of all retaining walls
- Area schedule of soft planting zone / canopy cover / paved or non-permeable areas

8. External Colours and Finishes Schedule

- Front façades @ 1:100
- Identify all front façade materials and colours
- Schedule or a table specification and image of proposed materials (if alternate from the pre-approved finishes)

9. NatHERS EER Certificate

- NatHERS energy efficiency rating report and certificate generated by NatHERS approved software package
- NatHERS stamped plans

10. Sustainability Schedule

External Colours and Finishes Schedule

Please tick the boxes below

Roof Tiles – Monier

Atura	<input type="checkbox"/> Mist Grey	<input type="checkbox"/> Saltspray	<input type="checkbox"/> Seashell	<input type="checkbox"/> Wildrice
Horizon	<input type="checkbox"/> Mist Grey	<input type="checkbox"/> Saltspray	<input type="checkbox"/> Seashell	<input type="checkbox"/> Wildrice

Roof Tiles – Lutum

Vogue	<input type="checkbox"/> Quartz	<input type="checkbox"/> Cotton
Contour	<input type="checkbox"/> Quartz	<input type="checkbox"/> Cotton
Slimline	<input type="checkbox"/> Quartz	<input type="checkbox"/> Cotton

Roof Tiles – Bristile

Prestige	<input type="checkbox"/> Silver Gum	<input type="checkbox"/> Aspen		
Classic	<input type="checkbox"/> Alabaster	<input type="checkbox"/> Linen	<input type="checkbox"/> Silver Gum	<input type="checkbox"/> Aspen, Vanilla
Planum	<input type="checkbox"/> Turron	<input type="checkbox"/> Ghost White		

Metal Roof – Colorbond

<input type="checkbox"/> Basalt	<input type="checkbox"/> Dune	<input type="checkbox"/> Evening Haze	<input type="checkbox"/> Gully	<input type="checkbox"/> Windspray
<input type="checkbox"/> Jasper	<input type="checkbox"/> Shale Grey	<input type="checkbox"/> Surfmist	<input type="checkbox"/> Wallaby	<input type="checkbox"/> Paperbark
<input type="checkbox"/> Dover White	<input type="checkbox"/> Southerly	<input type="checkbox"/> Bluegum		

Fence Colour - Colorbond

Side and Rear Boundary Fencing

<input type="checkbox"/> Jasper

Fence Infill Panel / Street Facing Fencing - Colorbond

<input type="checkbox"/> Basalt	<input type="checkbox"/> Dune	<input type="checkbox"/> Evening Haze	<input type="checkbox"/> Gully	<input type="checkbox"/> Windspray
<input type="checkbox"/> Jasper	<input type="checkbox"/> Shale Grey	<input type="checkbox"/> Surfmist	<input type="checkbox"/> Wallaby	<input type="checkbox"/> Ultra Silver
<input type="checkbox"/> Precious Silver	<input type="checkbox"/> Silver Medalist			

Garage Doors

<input type="checkbox"/> Basalt	<input type="checkbox"/> Dune	<input type="checkbox"/> Evening Haze	<input type="checkbox"/> Gully	<input type="checkbox"/> Windspray	
<input type="checkbox"/> Jasper	<input type="checkbox"/> Shale Grey	<input type="checkbox"/> Surfmist	<input type="checkbox"/> Wallaby	<input type="checkbox"/> Ultra Silver	
<input type="checkbox"/> Precious Silver	<input type="checkbox"/> Silver Medalist	<input type="checkbox"/> Blushed Teak	<input type="checkbox"/> Classic Cedar	<input type="checkbox"/> Iron Bark	<input type="checkbox"/> Kwila
<input type="checkbox"/> Merbau	<input type="checkbox"/> Silky Oak	<input type="checkbox"/> Weathered Timber	<input type="checkbox"/> Western Red Cedar		

Façade Colours Walls / Render / Cladding

<input type="checkbox"/> Basalt	<input type="checkbox"/> Cove	<input type="checkbox"/> Dune	<input type="checkbox"/> Evening Haze	<input type="checkbox"/> Gully	<input type="checkbox"/> Windspray
<input type="checkbox"/> Jasper	<input type="checkbox"/> Natural Pearl	<input type="checkbox"/> Shale Grey	<input type="checkbox"/> Surfmist	<input type="checkbox"/> Wallaby	<input type="checkbox"/> Ultra Silver
<input type="checkbox"/> Precious Silver	<input type="checkbox"/> Silver Medalist	<input type="checkbox"/> Beige Royal	<input type="checkbox"/> Braid	<input type="checkbox"/> Cru	<input type="checkbox"/> Lexicon
<input type="checkbox"/> Light Rice	<input type="checkbox"/> Linseed	<input type="checkbox"/> Natural White	<input type="checkbox"/> Oyster Linen	<input type="checkbox"/> Terrace White	<input type="checkbox"/> Toffee Fingers
<input type="checkbox"/> Tuft	<input type="checkbox"/> Warm Neutral				

Bricks – Austral

La Paloma	<input type="checkbox"/> Miro				
Urban One	<input type="checkbox"/> Silver	<input type="checkbox"/> Chiffon	<input type="checkbox"/> Pepper		
Wilderness Design	<input type="checkbox"/> Silver Birch	<input type="checkbox"/> Blue Gum	<input type="checkbox"/> Blackbutt		
Everyday Life	<input type="checkbox"/> Engage	<input type="checkbox"/> Freedom	<input type="checkbox"/> Leisure		
Whitsunday Range	<input type="checkbox"/> Brampton	<input type="checkbox"/> Orpheus			
San Selmo Smoked	<input type="checkbox"/> Grey Cashmere (F.O.)	<input type="checkbox"/> Cloudy Silver (F.O.)	<input type="checkbox"/> Opaque Slate (F.O.)	<input type="checkbox"/> Wild Storm (F.O.)	
Metallix	<input type="checkbox"/> Quartz	<input type="checkbox"/> Platinum	<input type="checkbox"/> Titanium	<input type="checkbox"/> Cuprum	
	<input type="checkbox"/> Bronze	<input type="checkbox"/> Gun Metal Blue			
Park Lane	<input type="checkbox"/> Biltmore	<input type="checkbox"/> Dorchester	<input type="checkbox"/> Mayfair		
	<input type="checkbox"/> Westminster	<input type="checkbox"/> Chesterfield (F.O.)			

F.O. Feature area only

Bricks – PGH

Alfresco	 <input type="checkbox"/> Vino	 <input type="checkbox"/> Chocolatto	 <input type="checkbox"/> Truffle	 <input type="checkbox"/> Espresso
	 <input type="checkbox"/> Urban Blue			
Dry Pressed Architectural	 <input type="checkbox"/> Bennelong Blue	 <input type="checkbox"/> Bradfield Bronze		
	 <input type="checkbox"/> Macquarie Blend	 <input type="checkbox"/> Tinto Cream	 <input type="checkbox"/> Silver Shadow	
	 <input type="checkbox"/> McKinlay Brown	 <input type="checkbox"/> Monash Grey		
Dark and Stormy	 <input type="checkbox"/> Monsoon	 <input type="checkbox"/> Thunder	 <input type="checkbox"/> Whirlwind	 <input type="checkbox"/> Zephyr
Foundations	 <input type="checkbox"/> Gravel	 <input type="checkbox"/> Stone		
Highlands	 <input type="checkbox"/> Blackheath	 <input type="checkbox"/> Leura (F.O.)		
Manhattan	 <input type="checkbox"/> Chelsea (F.O.)	 <input type="checkbox"/> East Hampton (F.O.)	 <input type="checkbox"/> Tribeca (F.O.)	
Metallic	 <input type="checkbox"/> Nickel Flash	 <input type="checkbox"/> Pewter	 <input type="checkbox"/> Blue Steel Flash	
Morada	 <input type="checkbox"/> Blanco	 <input type="checkbox"/> Ceniza	 <input type="checkbox"/> Nero (F.O.)	 <input type="checkbox"/> Gris
Opaline	 <input type="checkbox"/> Tourmaline	 <input type="checkbox"/> Garnet	 <input type="checkbox"/> Tiger Eye	
Pure Linens	 <input type="checkbox"/> Cinders & Soot	 <input type="checkbox"/> Flannel Grey	 <input type="checkbox"/> Pebble Creek	 <input type="checkbox"/> Whispering White
Smooth	 <input type="checkbox"/> Mineral	 <input type="checkbox"/> Volcanic	 <input type="checkbox"/> Cream	 <input type="checkbox"/> Pearl Grey
	 <input type="checkbox"/> Brown	 <input type="checkbox"/> Terracota	 <input type="checkbox"/> Choc Tan	 <input type="checkbox"/> Copper Glow
	 <input type="checkbox"/> Black & Tan			
Urban Essence	 <input type="checkbox"/> Melbourne Blue (F.O.)	 <input type="checkbox"/> Storm (F.O.)		
Velour	 <input type="checkbox"/> Terracota	 <input type="checkbox"/> Cream	 <input type="checkbox"/> Pearl Grey	 <input type="checkbox"/> Red
	 <input type="checkbox"/> Brown	 <input type="checkbox"/> Choc Tan	 <input type="checkbox"/> Mineral	 <input type="checkbox"/> Volcanic

Additional Colours & Finishes - Subject to Approval

Please include brand, specification, profile and colour of proposed materials, sample photos/swatches should also be provided.

Cladding	
Retaining Walls	
Courtyard Walls	
Mailbox	
Feature Material	

F.O. Feature area only

Sustainability Schedule

Minimum Requirements as per element 2.0 Efficient Home Design

Solar PV Array

Size (kW)	
Home Energy Management System	<input type="checkbox"/> Evergen <input type="checkbox"/> Reposit (battery only)
Inverter:	
Brand	
Model No.	

Battery (optional):

Brand	
Size (kWh)	

Hot Water System:

	<input type="checkbox"/> Solar <input type="checkbox"/> Heat Pump
Brand	
Model No.	

Air Conditioning System (if installed):

	<input type="checkbox"/> RCAC <input type="checkbox"/> Other, please specify
Brand	
Indoor Model No.	
Outdoor Model No.	

Rainwater Tank:

Size (L)	
	<input type="checkbox"/> Connected to at least a toilet, laundry cold water and external taps

Water Fixtures note:

Please complete or provide equivalent selection list (must clearly show star rating)

Note: Specification sheets, builders inclusions lists sheets or contract excerpts will not be accepted.

Water Fixtures:

Room	Type	Model	Flow Rate	Star Rating
Eg. Kitchen	Eg. Sink mixer	Eg. Clark6310	Eg. 5L/min	Eg. 4 Star

Ginninderry 

ANNEXURE E - DIRECTOR'S GUARANTEE

I/we, the Director/s of _____ **[insert Buyer]**
of _____ **[insert Address]** agree as follows:

- 1. I/We am/are a Director/s of the Buyer.
- 2. In consideration of the Seller entering into this Contract at my/our request, I/we agree to guarantee to the Seller:
 - (a) the performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion of this Contract; and
 - (b) the payment of all money payable to the Seller or to third parties under this Contract or otherwise.
- 3. This is a continuing guarantee and binds me/us notwithstanding:
 - (a) my/our subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Guarantor;
 - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the Buyer's Guarantor; and
 - (c) Completion of this Contract.
- 4. In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me/us without having instituted legal proceedings against the Buyer or any other of the Buyer's Guarantor and without first exhausting the Seller's remedies against the Buyer.
- 5. I/we agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Dated this _____ day of _____ 2024

Signed, sealed and delivered in the presence of:

Signature of witness

Full name of witness

Signed, sealed and delivered in the presence of:

Signature of witness

Full name of witness

Signature of Guarantor

Full name of Guarantor

Address of Guarantor

Signature of Guarantor

Full name of Guarantor

Address of Guarantor



SUBURBAN LAND AGENCY
C/o MATHILDE CASTELLA
480 NORTHBOURNE AVENUE
DICKSON ACT 2602

Our reference: 2410894950853
Phone: 13 28 66

15 January 2024

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below.

Reference number	2410894950853
Vendor name	SUBURBAN LAND AGENCY
Vendor address	480 NORTHBOURNE AVENUE DICKSON ACT 2602
Clearance certificate period	11 January 2024 to 13 January 2029

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

John Ford
Deputy Commissioner of Taxation

NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at ato.gov.au/FRCGW

CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- › **13 28 66** if located in Australia, or
- › **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.