

SUBURBAN LAND AGENCY
FIRST GRANT CONTRACT – LAND NOT READY (RZ3)
SCHEDULE



ACT
Government

Suburban Land
Agency

DATE OF THIS CONTRACT				
LEASE DETAILS				
LAND		Block	Section	Division/District
		[Block]	[Section]	Macnamara
STAGE		[Stage 1E] as shown on Staging Plan		
OCCUPANCY		Vacant Possession		
CO-OWNERSHIP	Mark one See clause 17	<input type="checkbox"/> Tenants in common (Show shares)		<input type="checkbox"/> Joint Tenants
SELLER DETAILS				
SELLER	Full name	Suburban Land Agency		
	ACN/ABN Address	27 105 505 367 480 Northbourne Avenue, Dickson ACT 2602		
SELLER'S SOLICITOR	Firm	MV Law		
	Ref	Christine Murray/Rebecca Rezuk		
	Phone	02 6279 4499		
	Fax	02 6279 4455		
	Address	GPO Box 764 Canberra City ACT 2601		
	Email	ginninderry@mvlaw.com.au		
BUYER DETAILS				
BUYER	Full Name			
	ACN/ABN Address			
BUYER'S SOLICITOR	Firm			
	Ref			
	Phone			
	Fax			
	DX/Address			
	Email			
PAYMENT DETAILS				
RESIDENTIAL WITHHOLDING TAX	See clause 43	New Residential Premises?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
		Subdivision of potential residential land?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
		Buyer required to make a withholding payment?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
FOREIGN RESIDENTIAL WITHHOLDING TAX	See clause 42	Price/value of Land over \$750,000?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
		Clearance certificate attached?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
PRICE	Price	[Price] (The Price is GST inclusive)		
	Less Deposit Balance	[Deposit] [Balance] (10% of Price)		
COMPLIANCE BOND	See clause 5	[\$bond amount]		

EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE	See clause 3.2	2 calendar months after the last date in the Estimated Date Range for Works
DATE FOR COMPLETION	See clause 4	Subject to clause 4.3, 30 Working Days from the date the Seller serves the Lease on the Buyer
ESTIMATED DATE RANGE FOR WORKS	See clause 6.5	1 July 2025 – 31 December 2025

ANNEXURES

STANDARD ANNEXURES	Documents annexed to this Contract	Annexure A – Staging Plan Annexure B – Not used Annexure C – Not used Annexure D – Specimen Lease Annexure E – Special Conditions Annexure F – Director’s Guarantee Annexure G – Design Requirements for Multi-Unit Housing RZ3
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SPECIAL CONDITIONS	Indicate whether any special conditions apply	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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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:		If an individual: Buyer signature:	
Delegate name:		Buyer name:	
Witness signature:		Buyer signature:	
Witness name:		Buyer name:	
		Witness signature:	
		Witness name:	

Signed by the Buyer in accordance with section 127 of the Corporations Act 2001:

If a company: Director signature:	
Director name:	
Director/secretary signature:	
Director/secretary 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 Seller is part of a GST group where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

Supplier	Name	Suburban Land Agency		
	ABN	27 105 505 367	Phone	(02) 6205 0600
	Business address	480 Northbourne Avenue, Dickson ACT 2602		
	Email	suburbanlandaccounts@act.gov.au		
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):	[insert]		
	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):			



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**.

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 The Buyer must pay the Deposit to the Seller. The Seller agrees to accept the payment of the Deposit in two instalments as follows
 - (a) 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
 - (b) the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);
- 2.2 Subject to clause 2.8 the Deposit (including the First Instalment) is released to the Seller and must be applied to the Price on Completion.
- 2.3 If the First Instalment of the Deposit is:
 - (a) not paid on time or 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 26 and the provisions of clause 27 will apply.
If the Seller does not terminate this Contract in accordance with this clause 2.3 then this Contract remains on foot, subject to this clause 2.3, until either the Seller terminates the Contract pursuant to this clause 2.3, or waives the benefit of this clause 2.3 pursuant to clause 2.6.
- 2.4 If the Second Instalment of the Deposit is not paid on time in accordance with clause 2.1 then the Seller cannot immediately terminate this Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14 days after service of the Default Notice (excluding date of service).
- 2.5 For the avoidance of doubt, the Buyer must pay the full Price to the Seller, on or before Completion.
- 2.6 These clauses 2.1 to 2.6 inclusive are for the benefit of the Seller. The Seller may notify the Buyer in writing that the benefit of these clauses 2.1 to 2.6 inclusive is waived.
- 2.7 The obligations imposed on the Buyer by this clause 2 bind the Buyer notwithstanding any indulgence or extension of time by the Seller to the Buyer.
- 2.8 If this Contract is:
 - (a) rescinded; or
 - (b) terminated due to the default of the Sellerand the Buyer is entitled to a refund of the Deposit, then the Seller must refund the Deposit, or part thereof, within 15 Working Days.
- 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 in accordance with clause 2.8.

- 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.
- 2.11 On the Date for Completion the Buyer must pay to the Seller in Canberra the Balance of the Price, together with any other money payable under this Contract, by unendorsed bank cheque.
- 2.12 Any money payable to the Seller by the Buyer must be paid to the Seller or as the Seller's Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

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 the full amount of the Deposit (i.e. 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) pays the Seller's legal costs of \$330 (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 Should the Seller vary the last date of the Estimated Date Range for Works under clause 6.5 to a date beyond the expiry date for the Deposit Bond or Bank Guarantee, the Seller may notify the Buyer and the Buyer shall, within 5 Working Days of such notice, provide the Seller with a replacement Deposit Bond or Bank Guarantee on the same terms save that the date of the expiry is on or after the date 30 Working Days after the revised last day of the Estimated Date Range for Works, and the Earliest Date of Expiry of Deposit Bond or Bank Guarantee shall be varied accordingly.
- 3.4 The Deposit Bond or Bank Guarantee must show the Seller as the beneficiary of the Deposit Bond or Bank Guarantee.
- 3.5 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.
- 3.6 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, including any extension to that date due to a variation of the last date of the Estimated Date Range for Works under clause 6.5, and the Deposit Bond or Bank Guarantee 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 external administration.

- 3.7 If the Buyer is in default under clause 3.6 it will be deemed to be a failure by the Buyer to pay the First Instalment of the Deposit under clause 2.3, and immediately, and without the notice necessary under clause 26, clause 27 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 Subject to clause 4.3, the Date for Completion of this Contract will be 30 Working Days from the date the Seller serves the Lease on the Buyer, in accordance with clause 35 as if it were a notice.
- 4.3 The Seller and the Buyer acknowledge and agree that the Date for Completion:
- (a) cannot be a date before the date that the Seller satisfies the conditions of clause 6.3; and
 - (b) may be a date that is before the earlier date in the Estimated Date Range for Works.
- 4.4 The Seller shall 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 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 8, 11 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 the Development Manager, or which 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 other person.

6 WORKS

- 6.1 The Buyer acknowledges that at the Date of this Contract the Works may not have been completed.
- 6.2 The Seller discloses and the Buyer acknowledges that the Seller is not providing reticulated gas to the Land.
- 6.3 This Contract is subject to and conditional upon:
- (a) Operational Acceptance of the Works; and
 - (b) registration of a Deposited Plan for the Stage.
- 6.4 The Seller must use its best endeavours to obtain Operational Acceptance and register the Deposited Plan for the Stage by the last date in the Estimated Date Range for Works specified in the Schedule if it has not done so already on the Date of this Contract.
- 6.5 The Seller may by notice to the Buyer vary the last date of the Estimated Date Range for Works by up to 9 calendar months (but no more without the express consent of the Buyer) where Operational Acceptance is delayed due to an event or events occurring beyond the Seller's reasonable control, including but not limited to:
- (a) any non-compliance with statutory time frames by any government or regulatory authority that delays Operational Acceptance;
 - (b) weather sufficiently inclement to prevent the Seller obtaining Operational Acceptance by the last date of the Estimated Date Range for Works;
 - (c) industrial dispute;
 - (d) unavailability of labour, plant or materials; or
 - (e) any other reasonable cause or event beyond the control of the Seller.
- 6.6 Any notice of variation to the last date of the Estimated Date Range for Works must be in writing and set out:
- (a) the reasons in general terms for the delay to the Operational Acceptance of the Works; and
 - (b) the amended Estimated Date Range for Works.
- 6.7 Subject to clause 6.8, if Operational Acceptance and registration of a Deposited Plan for the Stage have not been obtained (or the Seller, acting reasonably, advised the Buyer that it is unable to be obtained) by the last date in the Estimated Date Range for Works specified in the Schedule or as amended, either party may rescind this Contract by notice to the other and the provisions of clause 29 will apply.
- 6.8 A party may only exercise its right to rescind this Contract within 28 days of:
- (a) the last date in the Estimated Date Range for Works specified in the Schedule, or as amended, in accordance with this Contract; or
 - (b) the date that the Seller gives notice to the Buyer that the last date in the Estimated Date Range for Works specified in the Schedule is unable to be obtained, which notice may be given at any time.

The right of the parties to rescind this Contract lapses after this date.

7 SIGNING OF LEASE

- 7.1 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).
- 7.2 The Buyer undertakes to register the Lease following Completion.

8 HOUSING DESIGN REQUIREMENTS

- 8.1 The Buyer must comply with the Housing Design Requirements and the Plans in respect of any dwelling to be constructed on the Land.
- 8.2 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.
- 8.3 In the event that a change is made to the Plans or Housing Design Requirements from the version that 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 Development Requirements rescind this Contract and clause 29 will apply.
- 8.4 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.
- 8.5 The Development Manager must not unreasonably withhold its endorsement to the erection or alteration of any building or improvement where they are in accordance with the Housing Design Requirements and the approval or consent of all relevant authorities.
- 8.6 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.
- 8.7 The Buyer acknowledges that the Land is not ready and, subject to clause 23, is unavailable for inspection.
- 8.8 Subject to clause 8.3, the Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 25 of this Contract in respect of any matter set out in the Housing Design Requirements.
- 8.9 In the event that 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.

9 VARIATION TO LAND AND HOUSING DESIGN REQUIREMENTS

- 9.1 The Buyer acknowledges that the Specimen Lease, the Housing Design Requirement, 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.
- 9.2 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.
- 9.3 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 25 of this Contract in respect of any matter set out in clause 9.1.

10 PLANNING CONDITIONS

- 10.1 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 from any liability, cause of action or any other claim in relation to disturbance, loss or detriment caused by the Territory Planning Authority granting or denying any consent or approval in relation to the Land.
- 10.2 The Buyer acknowledges the obligation to make its own enquiries and satisfy itself as to the currency and accuracy of information contained in the Territory Plan.
- 10.3 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.
- 10.4 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.

11 DRIVEWAY LAYBACKS AND CROSSOVERS AND VERGES

- 11.1 The Seller will construct any footpath to be located on the Land.
- 11.2 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.
- 11.3 The Buyer must pay regard to and not damage or affect any footpath located on the Land.
- 11.4 All driveway laybacks and crossovers are to be approved by the relevant authority.
- 11.5 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.

11.6 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 it is absolute discretion) of the Seller.

12 FRONT LANDSCAPING – NOT USED

13 PROPERTY ACT

13.1 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.

14 NON-CONFORMING TRANSFERS NOT TO BE USED

14.1 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.

15 ENTIRE AGREEMENT

15.1 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.

16 NO RELIANCE

16.1 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.

17 CO-OWNERSHIP

17.1 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 in the Schedule or if one alternative is not marked, as joint tenants.

18 NON-MERGER

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

19 BUYER RELIES ON OWN ENQUIRIES

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

19.2 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 25 of this Contract in respect of:

- (a) a Utility Service for the Land being a joint service or passing through another property, or any Utility Service 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) any matter contained in the Block Fill Plan or 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).
- 19.3 The Buyer acknowledges, understands and accepts that the existence of regarding, fill or other disability of or upon the Land may result in work for the construction of any building on the Land to be more extensive and expensive than it may otherwise have been in the absence of such regarding, fill, contamination of any substance or other disability.
- 19.4 The Buyer acknowledges that it relies on its own enquiries in relation to the Land and warrants that in entering into this Contract the Buyer:
- (a) 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 other than as set out in this Contract;
 - (b) 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
 - (c) is satisfied as to the nature, quality and condition of the Land and the purposes for which the Land may be used.
- 19.5 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.

20 SELLER WARRANTIES

- 20.1 The Seller warrants that at the Date of this Contract the Seller:
- (a) will be able to complete at Completion;
 - (b) has no knowledge of any unsatisfied judgment, order or writ issued by a court or tribunal affecting the Land;
 - (c) 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 or tribunal affecting the Land; and
 - (d) is not aware of any material change in the matters disclosed in the Housing Design Requirements.
- 20.2 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 or 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 or 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.
- 20.3 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.

21 ADJUSTMENTS

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

22 TERMS OF POSSESSION

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

23 INSPECTION OF LAND

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

23.2 Subject to clause 4.4, the Seller must leave the Land clean and tidy on Completion.

24 ERRORS AND MISDESCRIPTIONS

24.1 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.

24.2 This clause 24 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.

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

25 COMPENSATION CLAIMS BY BUYER

25.1 This clause 25 applies to claims for compensation arising out of this Contract made by the Buyer against the Seller including claims under clause 24.

25.2 To make a claim for compensation (including a claim under clause 24) 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 25.2(a) the Parties must complete (without any deduction to the Price) and:
 - (i) the claim must be finalised (subject to clause 25.2(b)(ii)) 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.

26 NOTICE TO COMPLETE AND DEFAULT NOTICE

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 Completion at the time, date and place specified in the Notice to Complete is an essential term.
- 26.5 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.
- 26.6 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).
- 26.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 26.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 26.9 Clauses 27 or 28 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 26.
- 26.10 If the Party serving a notice under this clause 26 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.

26.11 The parties agree that the time referred to in clauses 26.2 and 26.6(b) is fair and reasonable.

27 TERMINATION – BUYER’S DEFAULT

27.1 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 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.

27.2 Subject to clause 27.4, if this Contract is terminated by the Seller pursuant to clause 27.1, 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.

27.3 The Seller must refund the portion of the Deposit which exceeds 10% of the Price (if any).

27.4 In addition to any money forfeited to the Seller under clause 27.2, 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.

27.5 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 27.1, 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.

28 TERMINATION – SELLER’S DEFAULT

28.1 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.

28.2 If this Contract is terminated by the Buyer pursuant to clause 28.1, the Deposit must be refunded to the Buyer within 15 Working Days without any further authority being necessary.

29 RESCISSION

29.1 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.

30 DAMAGES FOR DELAY IN COMPLETION

- 30.1 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.
- 30.2 The party at fault must pay the amount specified in clause 30.1 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 30.3 The parties agree that:
- (a) the amount of any damages payable under clause 30.1(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.

31 FOREIGN BUYER

- 31.1 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).
- 31.2 This clause 31 is an essential term.

32 GST

- 32.1 The Buyer and the Seller agree that the Margin Scheme applies to the Supply of the Land.
- 32.2 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.

33 INSOLVENCY

- 33.1 If the Buyer suffers an Insolvency Event, the Buyer must immediately notify the Seller in writing.
- 33.2 If the Seller receives notice that the Buyer has suffered an Insolvency Event (either pursuant to clause 33.1 or by some other means), the Seller may terminate this Contract and clause 27 will apply.

34 POWER OF ATTORNEY

- 34.1 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.

35 NOTICES CLAIMS AND AUTHORITIES

- 35.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 35.2 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.

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

35.4 If a notice is served in accordance with clause 35.2(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.

35.5 If a notice is served in accordance with clause 35.2(b), the notice is taken to have been received on the day 2 Working Days after it was posted.

36 BUSHFIRE PROTECTION

36.1 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.

37 CAT CONTAINMENT

37.1 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.

38 GEOTECHNICAL INFORMATION

38.1 The Seller will make available to the Buyer, prior to Completion, a site classification certificate with respect to the Land.

38.2 The Seller warrants that any fill placed on the Land arising out of undertaking the Works will be compacted to 'Level 1 Inspection and Testing' in accordance with Australian Standard AS3798-2007.

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 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 When numerical block and section references are issued for the Land, prior to Completion the Seller's Solicitor will advise the Buyer's Solicitor of the numerical identifiers.

42 FOREIGN RESIDENT WITHHOLDING TAX

- 42.1 In this clause 42, 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 42.6 and 42.7, 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.

- 42.2 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.
- 42.3 If Clearance Certificates for all of the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.
- 42.4 If neither of clauses 42.2 or 42.3 apply, then:
- (a) the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 42.4(b)(i), within 5 days of written request from the Buyer; and
 - (b) the Buyer must:
 - (i) lodge a purchaser payment notification form with the ATO; and
 - (ii) give evidence of compliance with clause 42.4(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 42.4(c) in payment of the Withholding Amount following Completion.
- 42.5 If clause 42.4 applies and the parties do not comply with clause 42.4(d):
- (a) 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
 - (b) the Buyer charges the Land (for the benefit of the Seller) with the Buyer's obligations under this clause 42.5.
- 42.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 42.7 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.
- 42.8 Where a Clearance Certificate is provided by the 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.

43 RESIDENTIAL WITHHOLDING TAX

Warning: The following clauses 43.1 to 43.14 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

43.1 In this clause 43 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.

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

43.3 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.

43.4 The following clauses 43.5 to 43.14 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.

43.5 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 43.2 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.

43.6 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.

43.7 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.

43.8 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.

43.9 The Seller must forward the unendorsed bank cheque provided under clause 43.8 to the ATO within 5 Working Days following Completion and provide the Buyer with evidence of payment of the RW Amount to the ATO.

- 43.10 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 for the purpose of completing any notification required to be given by the Buyer to the ATO.
- 43.11 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.
- 43.12 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 43.8 to the ATO.

Potential Residential Land

- 43.13 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.
- 43.14 Where the Buyer has provided the statement referred to in clause 43.13, the Buyer:
- (a) warrants to the Seller 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; and
 - (b) 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).

44 BLOCK DETAILS PLAN

- 44.1 The Buyer acknowledges that the area of the Land specified in the Block Details Plan is subject to final survey and is subject to change and in the event of inconsistency with the area in the Deposited Plan, the Deposited Plan prevails.
- 44.2 Prior to the Date for Completion, the Seller will make a copy of the Deposited Plan for the Land available.

45 SERVICE PROVIDERS

- 45.1 The Buyer acknowledges and understands that the Seller is not a Utility Service provider and the Works do not include actual connections to services, substations or transformers that may be required for such connections.
- 45.2 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 developments caused as a consequence of being unable, for example, to access water or power.

45.3 The Seller does not routinely provide and will not warrant the location of any future substations.

46 DIRECTOR'S GUARANTEE

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

46.2 The guarantee is to be in the form attached as Annexure F.

47 DEFINITIONS

47.1 Definitions appear in the Schedule and as follows:

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;

Block Details Plan means the plan described as a 'Block Disclosure Plan' annexed to the Housing Design Requirements;

Block Fill Plan means the plan described as such and annexed to the Housing Design Requirements;

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 identified 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 26.5 and 26.6;

Deposit means the amount specified in the Schedule and which:

- (a) must be paid by the Buyer to the Seller in accordance with clause 2 or 3 as applicable; and
- (b) is to be held by the Seller as security for the performance of the Buyer's obligations under this Contract;

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 8.4;
- (d) Front Landscaping has been completed and all waste on the public verge and adjoining land has been removed;
- (e) clause 40 has been complied with; and
- (f) 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 identified in the Housing Design Requirements;

EvoEnergy means the energy networks division of ActewAGL that looks after poles and wires and gas infrastructure;

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

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 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);

Housing Design Requirements means the Ginninderry Design Requirements for Multi-Unit Housing RZ3 annexed to this Contract at Annexure G as amended from time to time;

Icon Water means Icon Water Limited (ACN 069 381 960), a company that owns, manages and operates all water and sewerage services for the ACT, or its successors and permitted assigns;

Improvements means the buildings, structures and fixtures erected on and forming part of the Land (if any);

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 26.1 and 26.2 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;

Operational Acceptance means that the Works are complete to the satisfaction of the TCCS, Icon Water, EvoEnergy and the Seller;

party means a party to this Contract and **parties** has the corresponding meaning;

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);

Schedule means the schedule to this Contract;

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

Staging Plan means the staging plan attached to this Contract at Annexure A;

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;

Supply has the meaning in the GST Law;

TCCS means the Transport Canberra and City Services Directorate or its successors or permitted assigns;

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 Service includes drainage, electricity, garbage collection, sewerage, telecommunications (including NBN) or water;

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

Works means the works that the Seller is required to undertake in order to comply with the development application in relation to, and obtain Operational Acceptance for, the Stage.

48 INTERPRETATION

48.1 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.

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

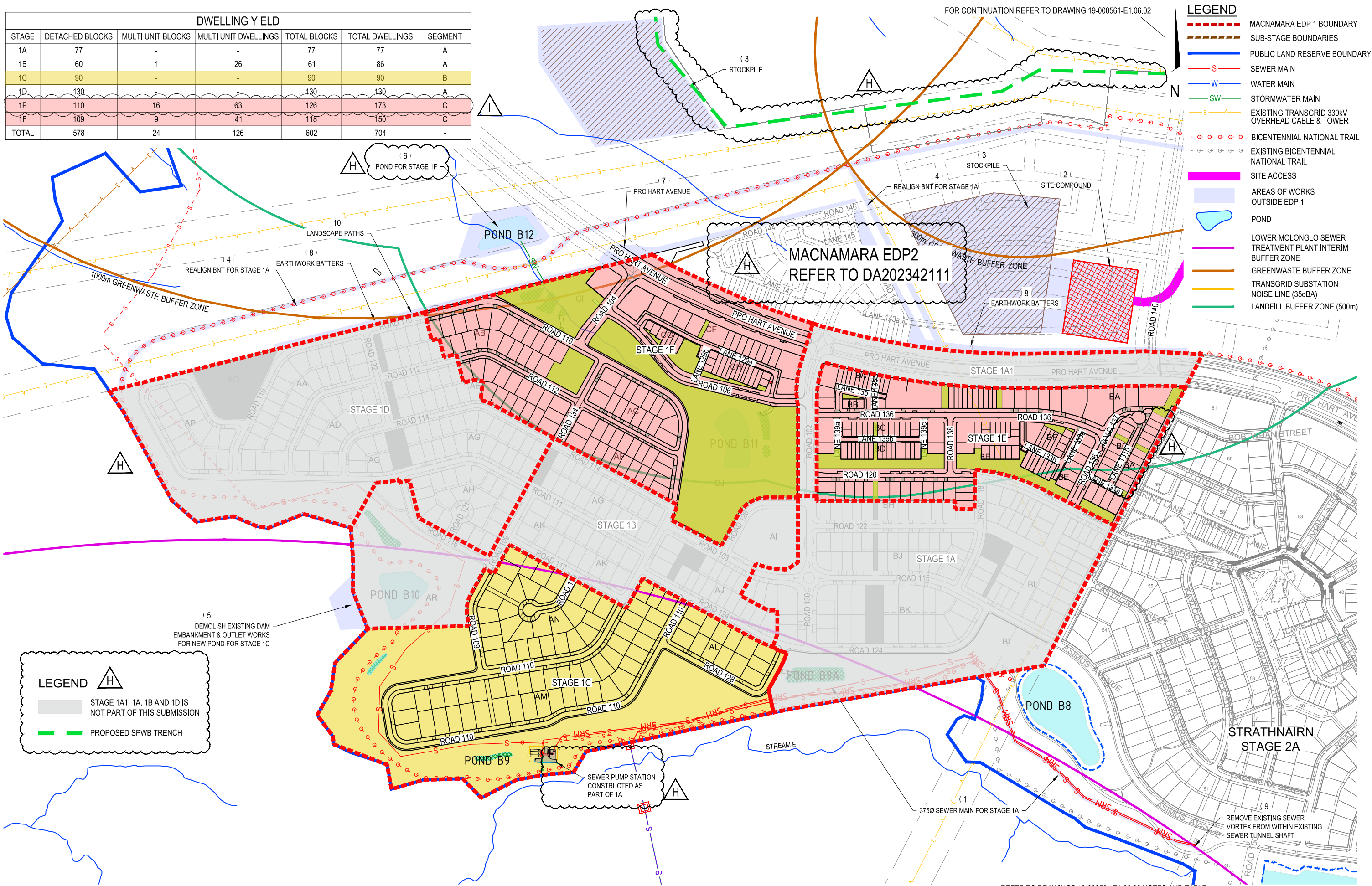
48.3 If the time for something to be done or to happen is not a Working Day, the time is extended to the next Working Day, except in the case of clause 2.1.

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

ANNEXURE A – STAGING PLAN

SPECIMEN

DWELLING YIELD						
STAGE	DETACHED BLOCKS	MULTI UNIT BLOCKS	MULTI UNIT DWELLINGS	TOTAL BLOCKS	TOTAL DWELLINGS	SEGMENT
1A	77	-	-	77	77	A
1B	60	1	26	61	86	A
1C	90	-	-	90	90	B
1D	130	-	-	130	130	A
1E	110	16	63	126	173	C
1F	109	9	41	118	150	C
TOTAL	578	24	126	602	704	-

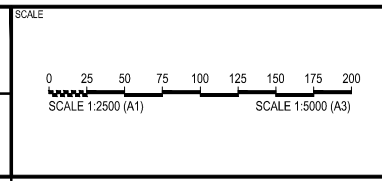


LEGEND	
	MACNAMARA EDP 1 BOUNDARY
	SUB-STAGE BOUNDARIES
	PUBLIC LAND RESERVE BOUNDARY
	SEWER MAIN
	WATER MAIN
	STORMWATER MAIN
	EXISTING TRANSGRID 330kV OVERHEAD CABLE & TOWER
	BICENTENNIAL NATIONAL TRAIL
	EXISTING BICENTENNIAL NATIONAL TRAIL
	SITE ACCESS
	AREAS OF WORKS OUTSIDE EDP 1
	POND
	LOWER MOLONGLO SEWER TREATMENT PLANT INTERIM BUFFER ZONE
	GREENWASTE BUFFER ZONE
	TRANSGRID SUBSTATION NOISE LINE (35dB(A))
	LANDFILL BUFFER ZONE (500m)

LEGEND	
	STAGE 1A1, 1A, 1B AND 1D IS NOT PART OF THIS SUBMISSION
	PROPOSED SPWB TRENCH

FIRST ISSUE	DESIGN	DRAWN	CHECK	APPROVED	DATE	AMENDMENT DETAILS
C	JK	JK	AK	AK	31/07/2020	ISSUE FOR DA
D	PL	JK	AK	AK	30/03/2021	RE-ISSUE FOR DA
E	JS	JS	AK	AK	08/10/2021	RE-ISSUE FOR DA
F	CPL	SKT	AK	AK	25/10/2022	No.10 OPEN SPACE PATH ALIGNMENT REVISED
G	YZ	YZ	QL	QL	28/02/2023	EASEMENTS REVISED STAGES 1A AND 1D
H	YZ	BM	QL	QL	07/09/2023	STAGE 1E AND 1F BLOCK COUNT UPDATED; STAGE 1F BOUNDARY UPDATED; STAGE 1E BLOCK LAYOUT UPDATED
I	YZ	YZ	QL	QL	16/11/2023	ISSUED FOR RECONSIDERATION
					01/12/2023	ISSUED FOR RECONSIDERATION; STAGE 1E DWELLING YIELD UPDATED

ESTATE DEVELOPMENT PLAN	Authorised for Issue:	SIGN:	DATE:
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CLIENT/CONSULTANTS

Ginninderry redbox designgroup
Tait Network

PROJECT	MACNAMARA EDP 1
DRAWING TITLE	STAGING PLAN
PROJECT No.	19-000561
DRAWING No.	E1.06.01
REVISION	1

FOR CONTINUATION REFER TO DRAWING 19-000561-E1.06.02
REFER TO DRAWINGS 19-000561-E1.06.02 NOTES AND TABLE

ANNEXURE B – NOT USED

SPECIMEN

ANNEXURE C – NOT USED

SPECIMEN

ANNEXURE D – SPECIMEN LEASE

SPECIMEN

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

Section 370
Planning Act
 2023 applies

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 *

LESSEE a company having its registered office at * _____ in the Australian Capital Territory (“the Lessee”) ALL THAT piece or parcel of land situate in the

LAND Australian Capital Territory containing **an area of * _____ 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

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 by 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) "dual occupancy housing" means the use of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (d) "dwelling" has the same meaning as in the *Planning (General) Regulation 2023*;
- (e) "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;
- (f) "multi-unit housing" means the use of land for more than one dwelling;
- (g) "premises" means the land and any building or other improvements on the land;
- (h) "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)*;

- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) 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 *Urban Forest Act 2023*, 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

.....
Signature

.....
Name in full

.....
Name in full

.....
Sole Director/Director/Secretary

.....
Sole Director/Director/Secretary

ANNEXURE E – SPECIAL CONDITIONS

49 ENVIRONMENTAL CLEARANCE ZONE

- 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 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 The Seller discloses and the Buyer agrees that adjustment of the Environmental Clearance Zone in accordance with clause 49.2 is a condition of the Seller obtaining Operational Acceptance and registering the Deposited Plan.
- 49.4 A delay in obtaining the adjustment of the Environmental Clearance Zone in accordance with clause 49.2 is an event beyond the Seller's reasonable control, and gives the Seller a right to vary the last date of the Estimated Date Range for Works in accordance with clause 6.5.
- 49.5 A failure to obtain the adjustment of the Environmental Clearance Zone in accordance with clause 49.2 by the last date in the Estimated Date Range for Works specified in the Schedule or as amended, gives either party the right to rescind this Contract by notice to the other in accordance with the provisions of clause 6.7.
- 49.6 The Buyer must not make any objection, requisition or claim for compensation in relation to any matter referred to in this clause 49.
- 49.7 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

51.1 The Seller and the 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 application words set out in the table below:

Block	Section	Dwelling Limits
X	X	X

SPECIMEN

ANNEXURE F – DIRECTOR’S GUARANTEE

SPECIMEN

DIRECTOR'S GUARANTEE

I/We, (name of Directors).....

of (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 for Sale, before, on and after Completion of this Contract for Sale; 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 Directors;
 - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the Buyer's Directors; and
 - (c) Completion of this deed.
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 Directors 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 _____ 20 ____ .

Signed sealed and delivered by

in the presence of:

Signature

Signature of Witness

Signature

Name of Witness in full

NOTE: All directors of the Buyer are to sign this guarantee. If the Buyer is a sole director company please write "Sole Director" after that director's signature.

ANNEXURE G – DESIGN REQUIREMENTS FOR MULTI-UNIT HOUSING RZ3

SPECIMEN

Design Requirements for Multi-Unit Housing RZ3

Block	Section
ax	BA
ab	BA
aa	BA
c	BA
q	BA
r	BA

Macnamara

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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 Multi-Unit Housing - RZ3 - Macnamara

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 within the Macnamara Master Plan. Multi Unit housing is located throughout Macnamara in prominent locations and on main arterials. As such, designs should provide a high quality, well articulated and active street frontage to the public domains.</p> <p>The design should respond to its orientation and provide private and communal open spaces that utilise the site’s assets, provide links and connections from the precinct to adjacent open spaces and thoroughfares.</p>
<p>Landscape Design</p> <p>The landscape design requires healthy plant and tree growth space for medium and large sized trees.</p>	<p>Tree planting on the site must meet or exceed the Territory Plan requirements for deep soil zones and tree sizes.</p> <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>

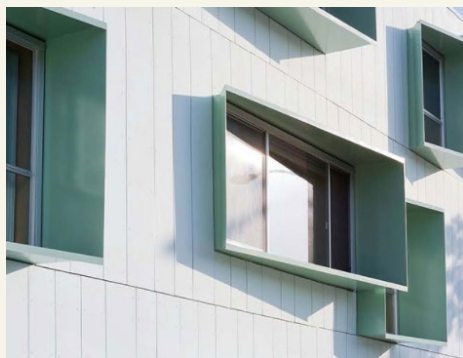


Courtyard spaces should allow natural light and cross-ventilation to living spaces



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



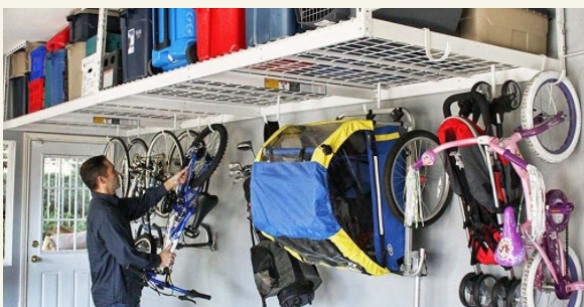
Passive Surveillance with articulated and screened balconies



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 RZ3.</p>
Building Height	<p>Up to 2 storeys permitted.</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>
PPOS Requirements	<p>Refer to Territory Plan District and Zone Policies, and; District and Zone Technical Specifications and ACT Housing Design Guide (as applicable).</p>

Design Principle	Design Requirements
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>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



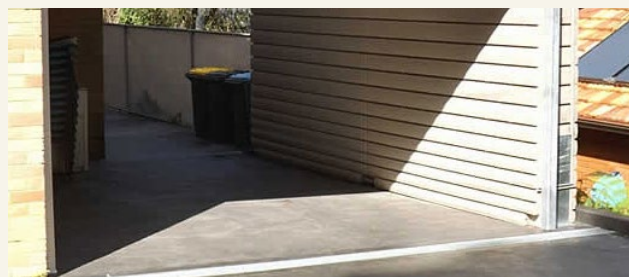
Laundry linen storage

Design Principle	Design Requirements
Bin Locations	<p>Storage for three bins must be provided including general waste, recycling and green waste. Bin locations should be integrated with the dwelling designs and screened from public view.</p> <p>Kitchen design 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 PV System with a Home Energy Management System and compatible inverter must be installed for all dwellings under the following provisions:</p> <ol style="list-style-type: none"> a. Minimum PV size: <ul style="list-style-type: none"> • 1-2 bedroom 3kW • 3 bedroom+ 4kW b. Home Energy Systems must be a Reposit Power (battery is required) or Evergen. c. The solar inverter must be compatible with the chosen Home Energy Systems above. 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 Solar Accreditation Australia 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 solar or heat pump hot water system installed. Roof top solar water collectors are not permitted on the roof fronting the street. Consideration must be given to the location of any tank including screening or placement within a cupboard or garage space.</p> <p>Hot water systems must be climate appropriate and have temperature application range down to -5 degrees ambient air temperature.</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

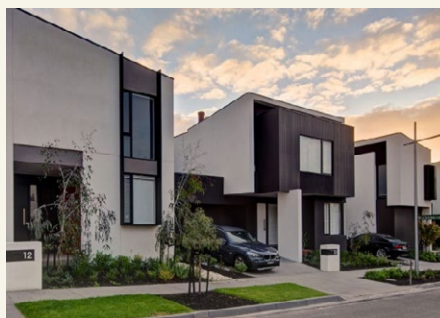


Rainwater tanks incorporated into a carport design shows clever and effective use of small spaces

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

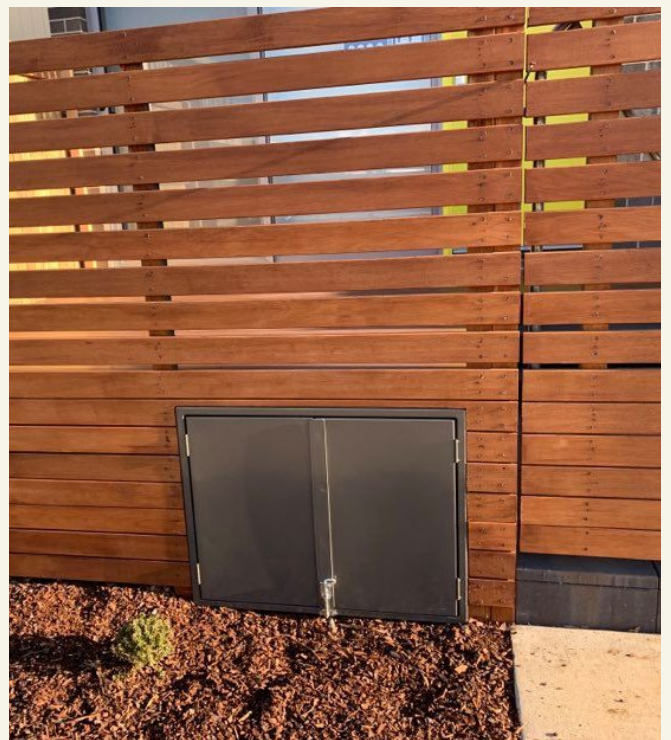
Design Principle	Design Requirements
<p>Vehicle Access</p>	<p>Minimum Requirements:</p> <ul style="list-style-type: none"> ● Driveways must be constructed from either <ul style="list-style-type: none"> - plain concrete or - maximum 5% Oxide finish
<p>Services and ancillary structures</p>	<p>Services 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 ● Storage tank for solar HWS is not permitted to be mounted on the roof fronting the street ● 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. ● Clothes drying lines and garbage bins are to be located to the rear of the terraces. If they are located to the side of the house within the Primary Building zone, they must be screened from public view. ● Sheds, outdoor structures are to be located to the rear of the terraces and away from public view.
<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





Part 4: Appendix A

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 – Bristle

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.

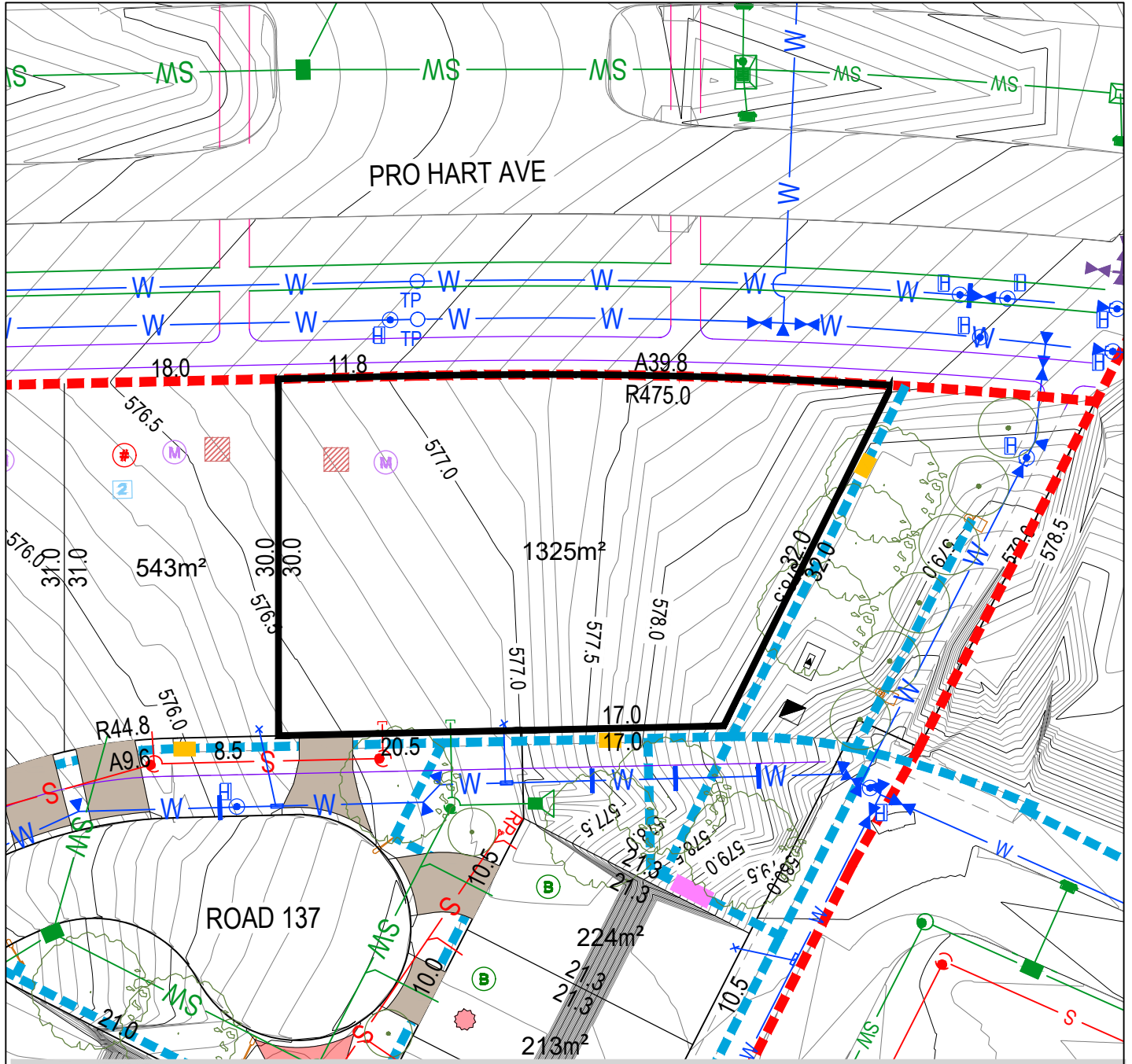
Cladding	
Retaining Walls	
Courtyard Walls	
Mailbox	
Feature Material	

F.O. Feature area only

Appendix B



Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:500

ISSUE DATE: 04/06/2024

LEGEND

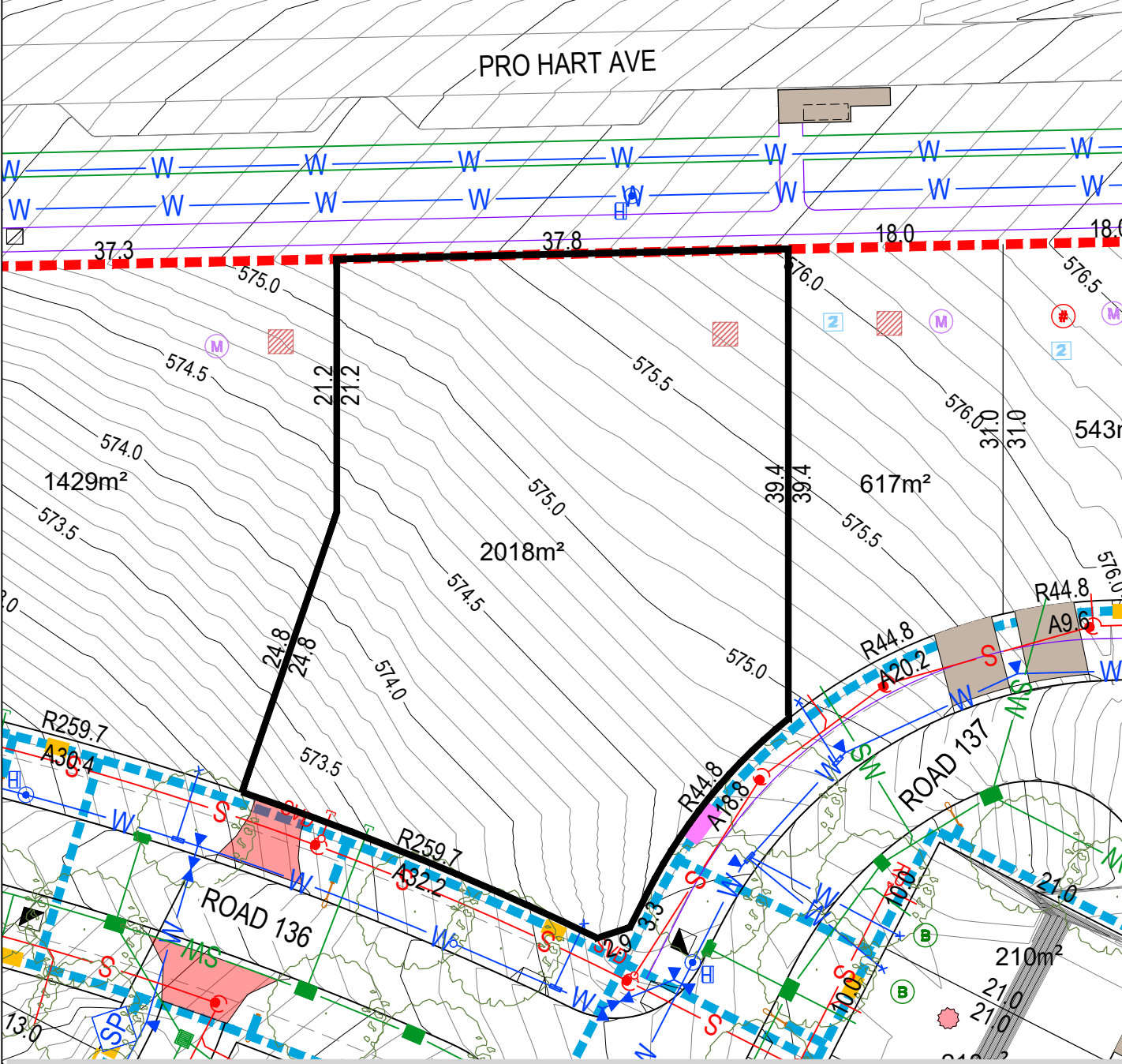
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|--|-----------------------|--|--|--|--|--|---|
| | STAGE BOUNDARY | | SEWER MAIN / MANHOLE / TIE | | SUBSTATION | | MANDATORY TWO(2) STOREYS |
| | LOT BOUNDARY | | STORMWATER MAIN / SUMP / MANHOLE / TIE | | NBNCa. PIT | | POTENTIALLY NOISE AFFECTED BLOCK |
| | EASEMENT | | WATER MAIN / STOP VALVE / HYDRANT / TIE | | STREETLIGHT \ OPEN SPACE PEDESTRIAN LIGHTING | | ONLY ONE ON BLOCK PARKING SPACE REQUIRED |
| | CONTOUR 0.5m INTERVAL | | WATER MAIN (IRRIGATION) | | ABOVE GROUND LINK PILLAR / MINI PILLAR | | BLOCKS EXEMPT FROM R3 AND R6 OF THE WATERWAYS |
| | CONTOUR 0.1m INTERVAL | | REINFORCED CONCRETE DRIVEWAY TO BE BUILT BY PURCHASER/ CONSTRUCTED | | WASTE COLLECTION POINT | | BLOCK SUBJECT TO MID-SIZED PROVISIONS |
| | RETAINING WALL | | STREET TREES | | PPOS MINIMUM AREA 12m² WITH A MINIMUM DIMENSION 1.8m | | MANDATORY SURVEILLANCE BLOCK |
| | SERVICES TRENCH | | SEWER MAINTENANCE ACCESS ROUTE REQUIRED | | MANDATORY ALTERNATE PPOS MINIMUM DIMENSIONS 3m x 4m | | BLOCKS WITH ALTERNATE R37A PROVISIONS TO THE SDHC |
| | | | | | MANDATORY REQUIREMENT TO BE DELIVERED AT UPPER FLOOR LEVEL | | MANDATORY LOT CONTROL WALL INDENT FOR WATER METER |
| | | | | | WATER TANK REQUIREMENTS REFER TABLE ON THE RIGHT | | |

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.

BLOCK SIZE (m²)	MANDATORY MINIMUM WATER TANK SIZE (ML)
251-350	2
351-599	4
600-800	8
>801	10

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:500

ISSUE DATE: 04/06/2024

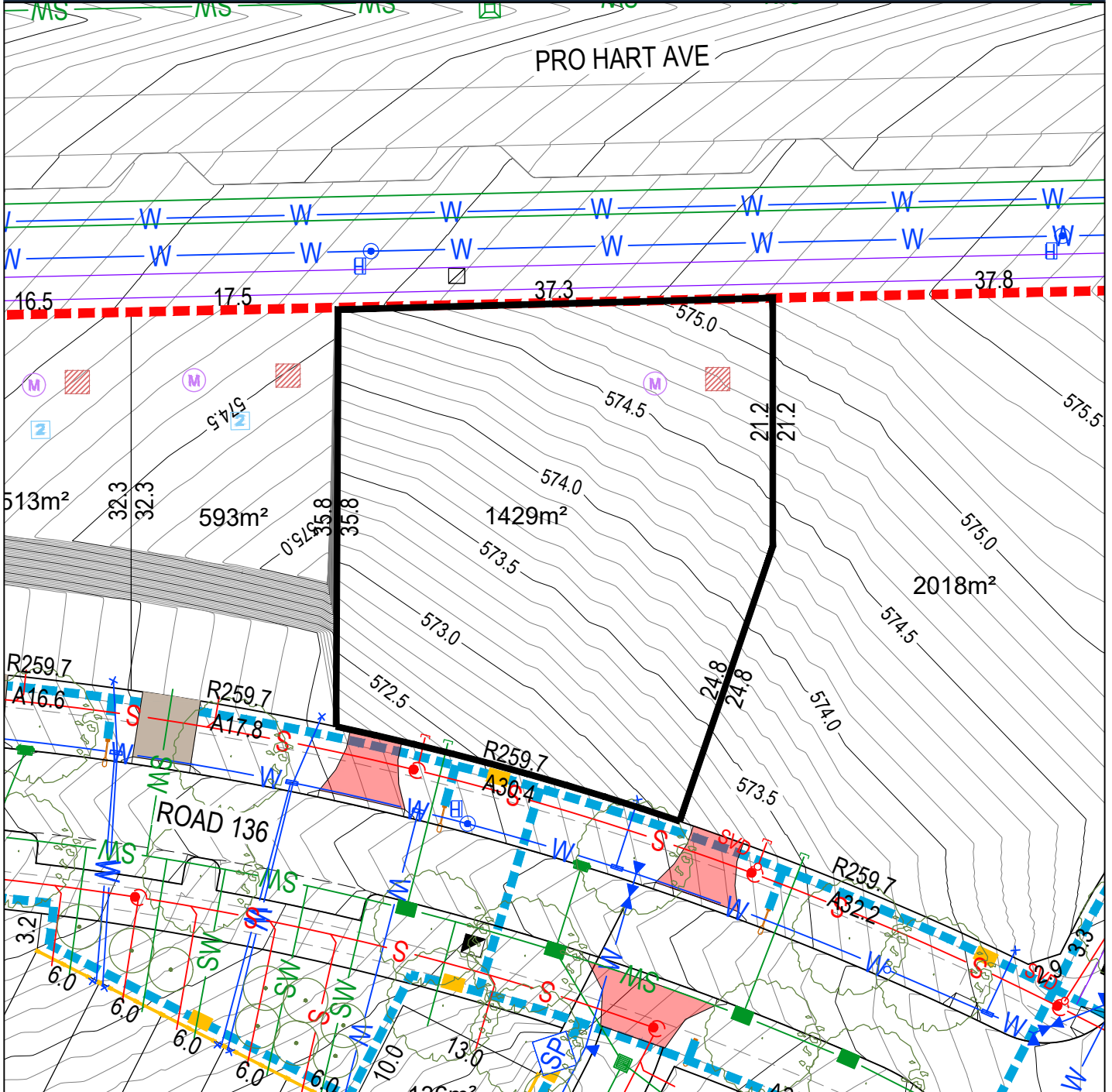
LEGEND	
	STAGE BOUNDARY
	LOT BOUNDARY
	EASEMENT
	CONTOUR 0.5m INTERVAL
	CONTOUR 0.1m INTERVAL
	RETAINING WALL
	SERVICES TRENCH
	SEWER MAIN / MANHOLE / TIE
	STORMWATER MAIN / SUMP / MANHOLE / TIE
	WATER MAIN / STOP VALVE / HYDRANT / TIE
	WATER MAIN (IRRIGATION)
	REINFORCED CONCRETE DRIVEWAY TO BE BUILT BY PURCHASER/ CONSTRUCTED
	STREET TREES
	SEWER MAINTENANCE ACCESS ROUTE REQUIRED
	SUBSTATION
	NBNCo. PIT
	STREETLIGHT \ OPEN SPACE PEDESTRIAN LIGHTING
	ABOVE GROUND LINK PILLAR / MINI PILLAR
	WASTE COLLECTION POINT
	MANDATORY ALTERNATE PPOS MINIMUM DIMENSIONS 3m x 4m
	PPOS MINIMUM AREA 12m² WITH A MINIMUM DIMENSION 1.8m
	MANDATORY REQUIREMENT TO BE DELIVERED AT UPPER FLOOR LEVEL
	WATER TANK REQUIREMENTS REFER TABLE ON THE RIGHT
	MANDATORY TWO(2) STOREYS
	POTENTIALLY NOISE AFFECTED BLOCK
	ONLY ONE ON BLOCK PARKING SPACE REQUIRED
	BLOCKS EXEMPT FROM R3 AND R6 OF THE WATERWAYS
	BLOCK SUBJECT TO MID-SIZED PROVISIONS
	MANDATORY SURVEILLANCE BLOCK
	BLOCKS WITH ALTERNATE R37A PROVISIONS TO THE SDHDC
	MANDATORY LOT CONTROL WALL INDENT FOR WATER METER

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BLOCK SIZE (m²)	MANDATORY MINIMUM WATER TANK SIZE (ML)
251-350	2
351-599	4
600-800	8
>801	10

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:500

ISSUE DATE: 04/06/2024

LEGEND

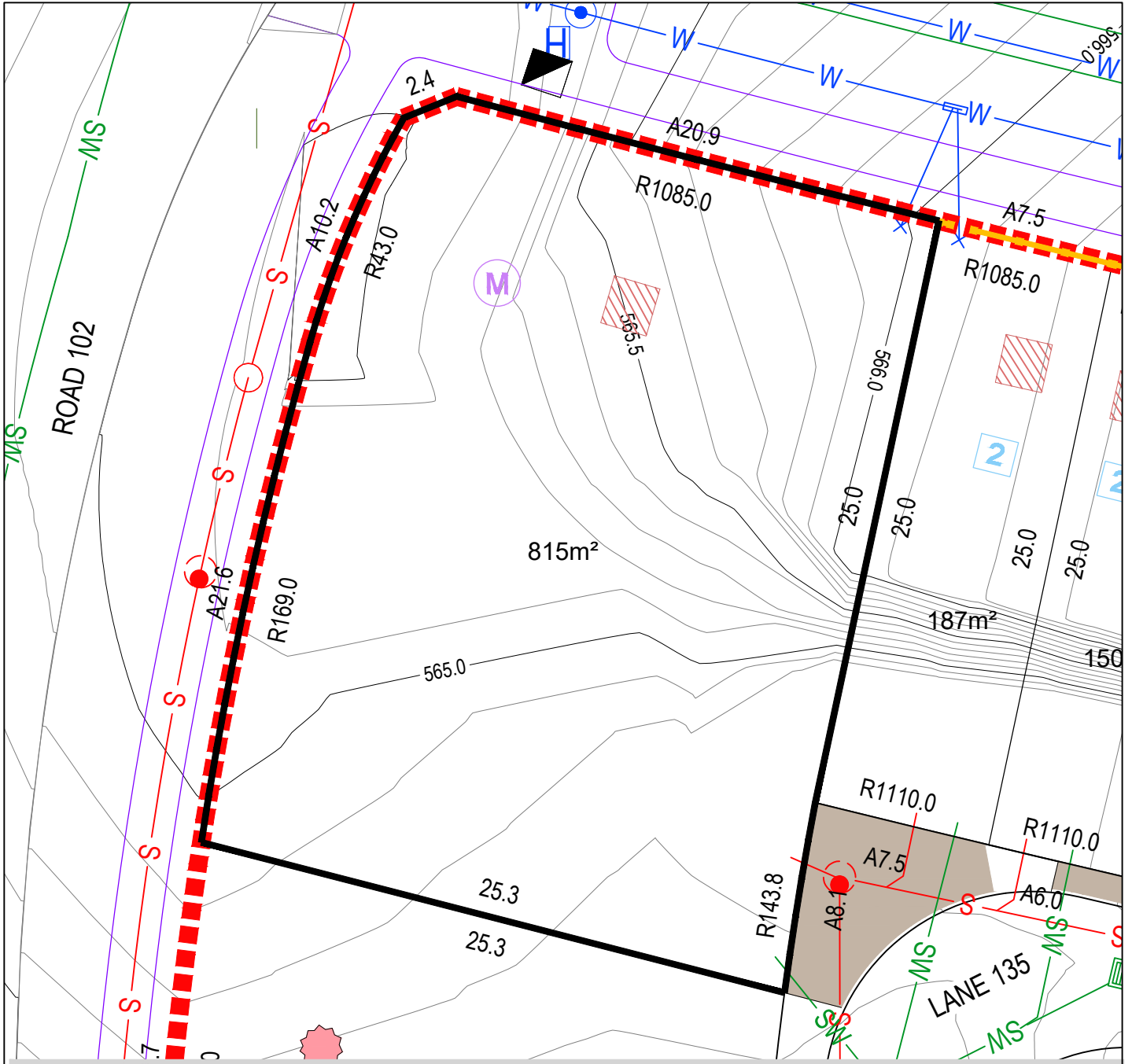
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	LOT BOUNDARY		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBNCa. PIT		POTENTIALLY NOISE AFFECTED BLOCK
	EASEMENT		WATER MAIN / STOP VALVE / HYDRANT / TIE		STREETLIGHT / OPEN SPACE PEDESTRIAN LIGHTING		ONLY ONE ON BLOCK PARKING SPACE REQUIRED
	550.0 CONTOUR 0.5m INTERVAL		WATER MAIN (IRRIGATION)		ABOVE GROUND LINK PILLAR / MINI PILLAR		BLOCKS EXEMPT FROM R3 AND R6 OF THE WATERWAYS
	CONTOUR 0.1m INTERVAL		REINFORCED CONCRETE DRIVEWAY TO BE BUILT BY PURCHASER/ CONSTRUCTED		WASTE COLLECTION POINT		BLOCK SUBJECT TO MID-SIZED PROVISIONS
	RETAINING WALL		STREET TREES		PPOS MINIMUM AREA 12m² WITH A MINIMUM DIMENSION 1.8m		MANDATORY SURVEILLANCE BLOCK
	SERVICES TRENCH		SEWER MAINTENANCE ACCESS ROUTE REQUIRED		MANDATORY REQUIREMENT TO BE DELIVERED AT UPPER FLOOR LEVEL		BLOCKS WITH ALTERNATE R37a PROVISIONS TO THE SDHC
							MANDATORY LOT CONTROL WALL INDENT FOR WATER METER

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

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BLOCK SIZE (m²)	MANDATORY MINIMUM WATER TANK SIZE (ML)
251-350	2
351-599	4
600-800	8
>801	10

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:250

ISSUE DATE: 04/06/2024

LEGEND

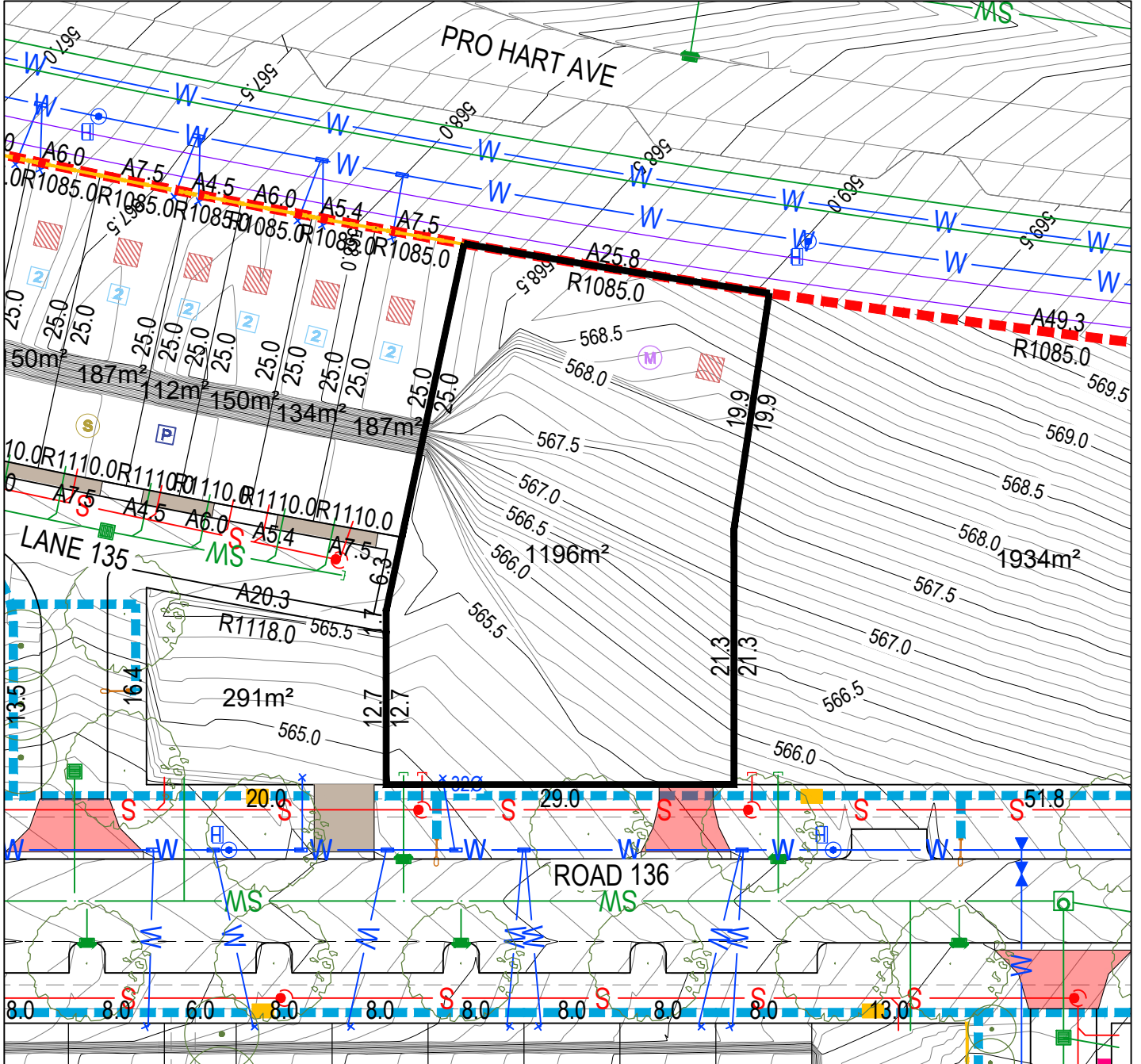
	STAGE BOUNDARY		SEWER MAIN / MANHOLE / TIE		SUBSTATION		MANDATORY TWO(2) STOREYS
	LOT BOUNDARY		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBNCa. PIT		POTENTIALLY NOISE AFFECTED BLOCK
	EASEMENT		WATER MAIN / STOP VALVE / HYDRANT / TIE		STREETLIGHT / OPEN SPACE PEDESTRIAN LIGHTING		ONLY ONE ON BLOCK PARKING SPACE REQUIRED
	CONTOUR 0.5m INTERVAL		WATER MAIN (IRRIGATION)		ABOVE GROUND LINK PILLAR / MINI PILLAR		BLOCKS EXEMPT FROM R3 AND R6 OF THE WATERWAYS
	CONTOUR 0.1m INTERVAL		REINFORCED CONCRETE DRIVEWAY TO BE BUILT BY PURCHASER/ CONSTRUCTED		WASTE COLLECTION POINT		BLOCK SUBJECT TO MID-SIZED PROVISIONS
	RETAINING WALL		STREET TREES		PPOS MINIMUM AREA 12m² WITH A MINIMUM DIMENSION 1.8m		MANDATORY SURVEILLANCE BLOCK
	SERVICES TRENCH		SEWER MAINTENANCE ACCESS ROUTE REQUIRED		MANDATORY REQUIREMENT TO BE DELIVERED AT UPPER FLOOR LEVEL		BLOCKS WITH ALTERNATE R37A PROVISIONS TO THE SDHDC
							MANDATORY LOT CONTROL WALL INDENT FOR WATER METER

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

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BLOCK SIZE (m²)	MANDATORY MINIMUM WATER TANK SIZE (ML)
251-350	2
351-599	4
600-800	8
>801	10

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:500

ISSUE DATE: 04/06/2024

LEGEND

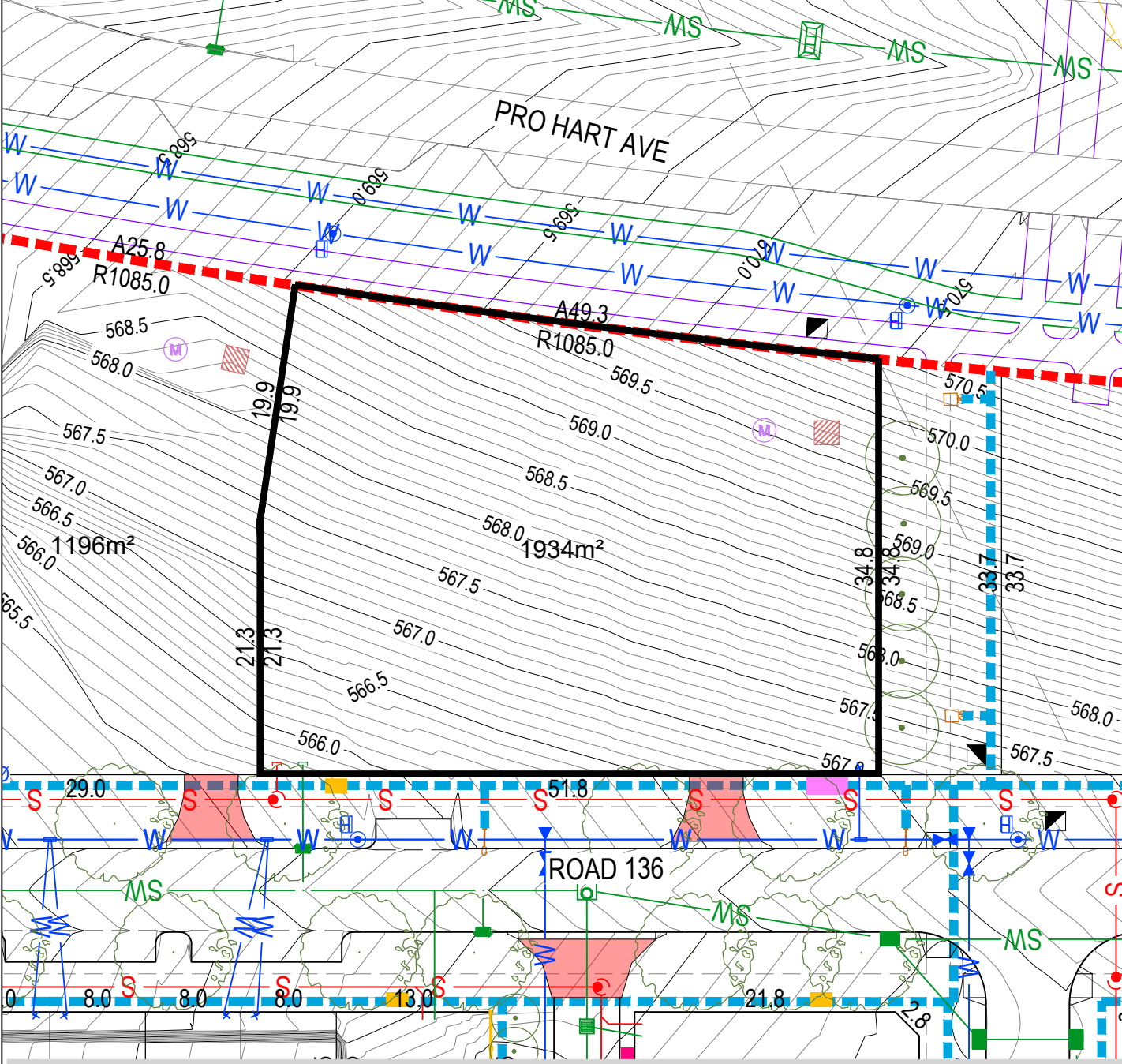
- | | | | |
|-----------------------------|--|--|---|
| STAGE BOUNDARY | SEWER MAIN / MANHOLE / TIE | SUBSTATION | MANDATORY TWO(2) STOREYS |
| LOT BOUNDARY | STORMWATER MAIN / SUMP / MANHOLE / TIE | NBNC Co. PIT | POTENTIALLY NOISE AFFECTED BLOCK |
| EASEMENT | WATER MAIN / STOP VALVE / HYDRANT / TIE | STREETLIGHT / OPEN SPACE PEDESTRIAN LIGHTING | ONLY ONE ON BLOCK PARKING SPACE REQUIRED |
| 550.0 CONTOUR 0.5m INTERVAL | WATER MAIN (IRRIGATION) | ABOVE GROUND LINK PILLAR / MINI PILLAR | BLOCKS EXEMPT FROM R3 AND R6 OF THE WATERWAYS |
| CONTOUR 0.1m INTERVAL | REINFORCED CONCRETE DRIVEWAY TO BE BUILT BY PURCHASER/ CONSTRUCTED | WASTE COLLECTION POINT | BLOCK SUBJECT TO MID-SIZED PROVISIONS |
| RETAINING WALL | STREET TREES | PPOS | MANDATORY SURVEILLANCE BLOCK |
| SERVICES TRENCH | SEWER MAINTENANCE ACCESS ROUTE REQUIRED | MINIMUM AREA 12m² WITH A MINIMUM DIMENSION 1.8m | BLOCKS WITH ALTERNATE R37A PROVISIONS TO THE SDHC |
| | | MANDATORY REQUIREMENT TO BE DELIVERED AT UPPER FLOOR LEVEL | MANDATORY LOT CONTROL WALL INDENT FOR WATER METER |
| | | WATER TANK REQUIREMENTS REFER TABLE ON THE RIGHT | |

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.

BLOCK SIZE (m²)	MANDATORY MINIMUM WATER TANK SIZE (ML)
251-350	2
351-599	4
600-800	8
>801	10

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:500

ISSUE DATE: 04/06/2024

LEGEND

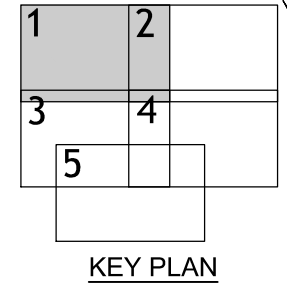
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|--|-----------------------|--|--|--|--|--|--|
| | STAGE BOUNDARY | | SEWER MAIN / MANHOLE / TIE | | SUBSTATION | | MANDATORY TWO(2) STOREYS |
| | LOT BOUNDARY | | STORMWATER MAIN / SUMP / MANHOLE / TIE | | NBNCa. PIT | | POTENTIALLY NOISE AFFECTED BLOCK |
| | EASEMENT | | WATER MAIN / STOP VALVE / HYDRANT / TIE | | STREETLIGHT \ OPEN SPACE PEDESTRIAN LIGHTING | | ONLY ONE ON BLOCK PARKING SPACE REQUIRED |
| | CONTOUR 0.5m INTERVAL | | WATER MAIN (IRRIGATION) | | ABOVE GROUND LINK PILLAR / MINI PILLAR | | BLOCKS EXEMPT FROM R3 AND R6 OF THE WATERWAYS |
| | CONTOUR 0.1m INTERVAL | | REINFORCED CONCRETE DRIVEWAY TO BE BUILT BY PURCHASER/ CONSTRUCTED | | WASTE COLLECTION POINT | | BLOCK SUBJECT TO MID-SIZED PROVISIONS |
| | RETAINING WALL | | STREET TREES | | MANDATORY ALTERNATE PPOS MINIMUM DIMENSIONS 3m x 4m | | MANDATORY SURVEILLANCE BLOCK |
| | SERVICES TRENCH | | SEWER MAINTENANCE ACCESS ROUTE REQUIRED | | PPOS MINIMUM AREA 12m² WITH A MINIMUM DIMENSION 1.8m | | BLOCKS WITH ALTERNATE R37A PROVISIONS TO THE SDHDC |
| | | | | | MANDATORY REQUIREMENT TO BE DELIVERED AT UPPER FLOOR LEVEL | | MANDATORY LOT CONTROL WALL INDENT FOR WATER METER |
| | | | | | WATER TANK REQUIREMENTS REFER TABLE ON THE RIGHT | | |

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BLOCK SIZE (m²)	MANDATORY MINIMUM WATER TANK SIZE (ML)
251-350	2
351-599	4
600-800	8
>801	10

Appendix C



- LEGEND**
- - - MACNAMARA EDP 1 BOUNDARY
 - PUBLIC LAND RESERVE BOUNDARY
 - RETAINING WALL
 - SITE REGRADING - NEW CONTOURS (1.0m CONTOUR INTERVAL)
 - EXISTING CONTOURS (1.0m CONTOUR INTERVAL)
 - - - GRADING LIMITS
 - TREES RETAINED
 - TREES TO BE REMOVED
 - EXISTING 132 & 330KV POWER LINE AND EASEMENT
 - PTWL BUFFER ZONE
 - ROCK OUTCROP
 - STAGE 1A1, 1A, 1B AND 1D IS NOT PART OF THIS SUBMISSION
 - - - PROPOSED SPWB TRENCH

- CUT DEPTH GREATER THAN 5.5m
- CUT DEPTH 5.0m TO 5.5m
- CUT DEPTH 4.5m TO 5.0m
- CUT DEPTH 4.0m TO 4.5m
- CUT DEPTH 3.5m TO 4.0m
- CUT DEPTH 3.0m TO 3.5m
- CUT DEPTH 2.5m TO 3.0m
- CUT DEPTH 2.0m TO 2.5m
- CUT DEPTH 1.5m TO 2.0m
- CUT DEPTH 1.0m TO 1.5m
- CUT DEPTH 0.5m TO 1.0m
- CUT DEPTH 0.0m TO 0.5m
- FILL DEPTH 0.0m TO 0.5m
- FILL DEPTH 0.5m TO 1.0m
- FILL DEPTH 1.0m TO 1.5m
- FILL DEPTH 1.5m TO 2.0m
- FILL DEPTH 2.0m TO 2.5m
- FILL DEPTH 2.5m TO 3.0m
- FILL DEPTH 3.0m TO 3.5m
- FILL DEPTH 3.5m TO 4.0m
- FILL DEPTH 4.0m TO 4.5m
- FILL DEPTH 4.5m TO 5.0m
- FILL DEPTH GREATER THAN 5.0m

FOR CONTINUATION REFER TO DRAWING 19-000561-E1.27.02

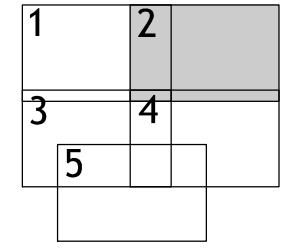
FOR CONTINUATION REFER TO DRAWING 19-000561-E1.27.03

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STAGES 1A1, 1A, 1B AND 1D ARE NOT PART OF THIS SUBMISSION



FOR CONTINUATION REFER TO DRAWING 19-000561-E1.27.01



KEY PLAN

NOTES

- REFER TO 19-000561-E1.27.01 FOR NOTES AND LEGEND

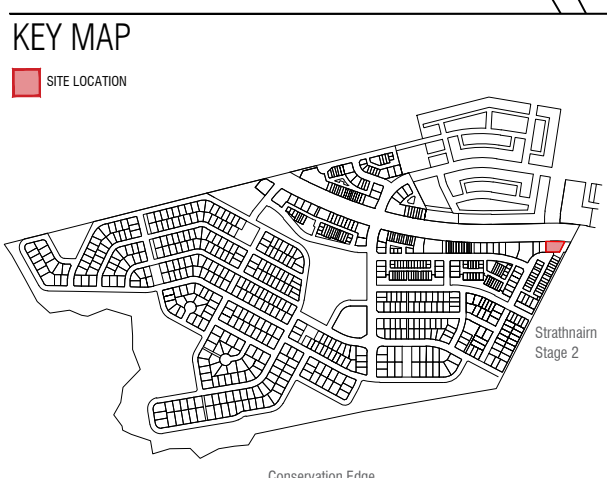
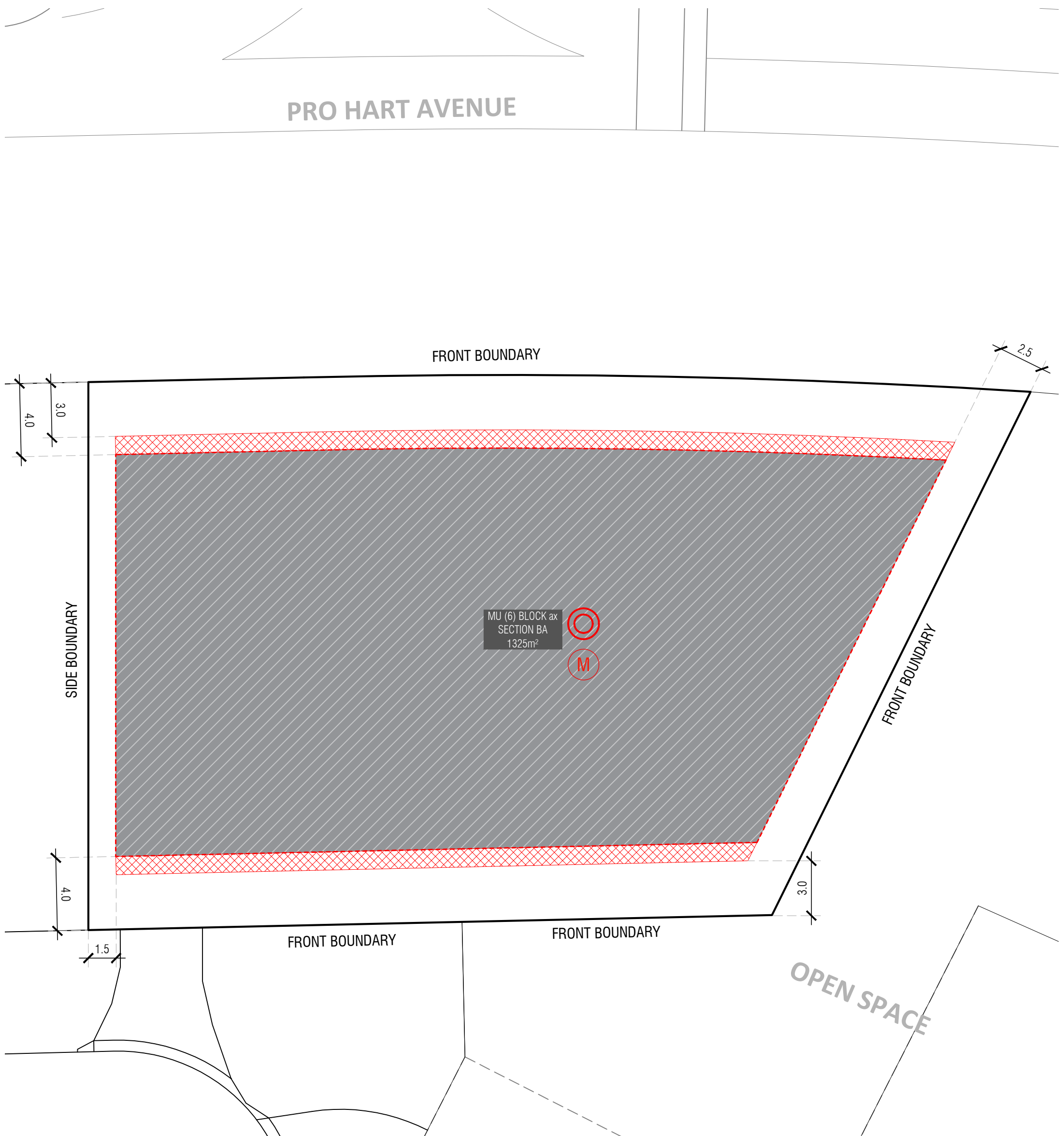
FOR CONTINUATION REFER TO DRAWING 19-000561-E1.27.04

FIRST ISSUE	DESIGN	DRAWN	CHECK	APPROVED	DATE	AMENDMENT DETAILS	STATUS	SCALE	WAE No.	PROJECT	DRAWING TITLE
A	JK	JK	t	cu	20/08/2020	BLOCK AND SECTION NUMBERS UPDATED, BLOCKS AMENDED UNDER AND ADJACENT OVERHEAD LINES	ESTATE DEVELOPMENT PLAN	0 10 20 30 40 50 60 70 80 SCALE 1:1000 (A1) SCALE 1:2000 (A3)	Ginninderry redbox designgroup Tait Network	MACNAMARA EDP 1	FILL PLAN
B	JK	JK	cu	cu	18/12/2020	LAYOUT CHANGES & UPDATES FOR EDP COMMENTS	Authorised for Issue:				
C	PL	JK	cu	cu	30/03/2021	ISSUE FOR DA	BY:				
D	CPL	SKT	cu	cu	01/03/2023	EASEMENT ADDED w/BH	SIGN:				
E	YZ	SR	w	QL	16/11/2023	ISSUED FOR RECONSIDERATION	DATE:				
F	YZ	JS	w	QL	20/03/2024	ISSUED FOR RECONSIDERATION					

PROJECT No. 19-000561 DRAWING No. E1.27.02 REVISION F

Appendix D

PRO HART AVENUE



- ### LEGEND
- Block Boundary
 - Boundary as Defined by Territory Plan
 - Potentially Noise Affected Blocks. Refer to the Belconnen District Specification
 - Blocks Exempt from on-block. Water Sensitive Urban Design Provisions. Refer to the Belconnen District Specification

- ### MINIMUM BOUNDARY SETBACKS
- Stage 1 EDP refer to the Belconnen District Specification
 - Lower floor level - external wall or unscreened element (Excluding Garages/Carports)
 - Upper floor level (front setbacks) - external wall or unscreened element
 - Upper floor level (side setbacks) - external wall
 - Articulation Elements (Articulation Zone) refer to Belconnen District Specification
- ### INDICATIVE BUILDING FOOTPRINTS
- (based on min. building setbacks **only** This does not take into account easements, site coverage or building envelopes)
- Lower Floor Level
 - Upper Floor Levels

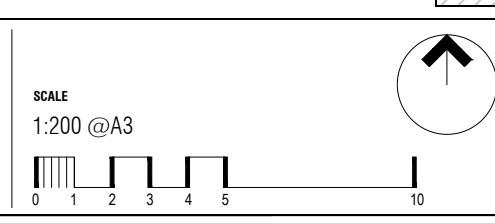
BLOCK INFORMATION

STAGE	1E
ZONE	RZ3
SECTION	BA
BLOCK	ax
SITE COVERAGE	Refer to Residential Zones Policy and Belconnen District Specification
HOUSING TYPE	MULTI UNIT SITE (6)

REV	DRAWN	CHECKED	APPROVED	DATE
A	DZ	DZ	JM	29/04/24
B	DZ	DZ	JM	01/05/24

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.



Ginninderry

BLOCK PLANNING CONTROLS
BUILDING & SITING CONTROLS PLAN

PRO HART AVENUE

FRONT BOUNDARY

SIDE BOUNDARY

MU (6) BLOCK ax
SECTION BA
1325m²

FRONT BOUNDARY

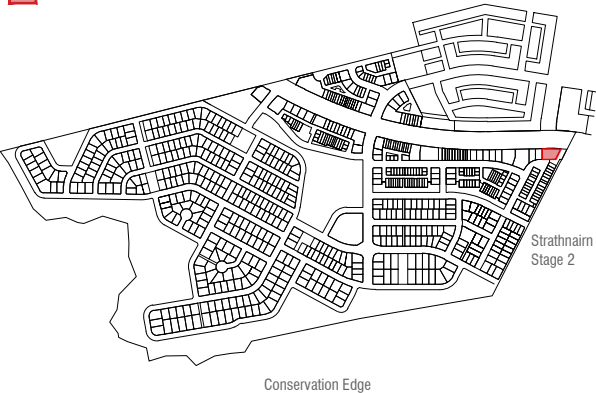
FRONT BOUNDARY

FRONT BOUNDARY

OPEN SPACE

KEY MAP

SITE LOCATION



LEGEND

- Block Boundary
- Boundary as Defined by Territory Plan

BOUNDARY FENCING

- Side, Rear and Boundaries Fronting Rear Lane**
Maximum height 1.8m from NGL | Minimum setback 0m (100%) | **Min 1m behind the front building line**
- 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 Miniscreen and colour "Jasper". Refer to Ginninderry Design Requirements (Macnamara)

- Mandatory F2, Adjacent to Open Space Fencing** Refer to Belconnen District Specifications
Mandatory height: 1.8m
Minimum Boundary Length: 50%
Minimum setback from boundary: Nil
- Mandatory F1, Courtyard Wall** Refer to Belconnen District Specifications
Mandatory height: 1.5m
Minimum Boundary Length: 100% (full length of boundary)
Minimum setback from boundary: 800m
- F4, Courtyard Wall** Refer to Belconnen District Specifications
Mandatory height: 1.5m
Minimum Boundary Length: 50%
Minimum setback from boundary: Nil
- Construction and Finish**
No fences are permitted forward of the building line. Courtyard walls are permitted in instances where specified in the Belconnen District Specifications & Residential Zones Specifications (whichever is applicable).
Courtyard wall 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 (Macnamara)

PRINCIPLE PRIVATE OPEN SPACE
Refer to Belconnen District Specification and Residential Zones Specification

Return Boundary Fencing to Building Line or Side Fence

BLOCK INFORMATION

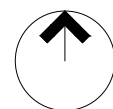
STAGE	1E
ZONE	RZ3
SECTION	BA
BLOCK	ax
SITE COVERAGE	Refer to Residential Zones Policy and Belconnen District Specification
HOUSING TYPE	MULTI UNIT SITE (6)

REV	DRAWN	CHECKED	APPROVED	DATE
A	DZ	DZ	JM	29/04/24
B	DZ	DZ	JM	01/05/24

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SCALE
1:200 @A3



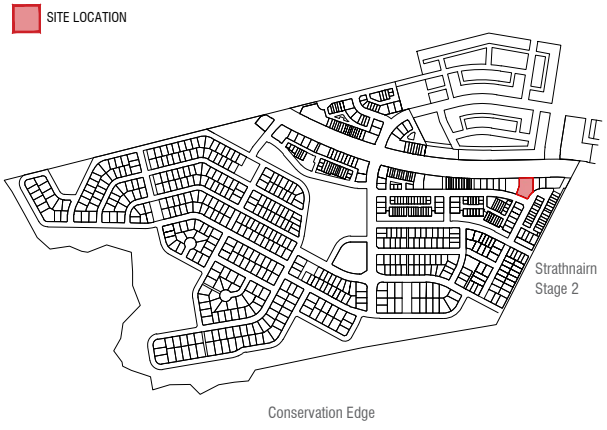
Ginninderry

BLOCK PLANNING CONTROLS
FENCING CONTROLS PLAN






MU (10) BLOCK ab
SECTION BA
2018m²


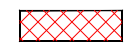
KEY MAP





LEGEND

-  Block Boundary
-  Boundary as Defined by Territory Plan
-  Potentially Noise Affected Blocks.
Refer to the Belconnen District Specification

MINIMUM BOUNDARY SETBACKS

-  Stage 1 EDP refer to the Belconnen District Specification
Lower floor level - external wall or unscreened element (Excluding Garages/Carports)
Upper floor level (front setbacks) - external wall or unscreened element
Upper floor level (side setbacks) - external wall
-  Articulation Elements (Articulation Zone) refer to Belconnen District Specification

INDICATIVE BUILDING FOOTPRINTS

- (based on min. building setbacks **only** This does not take into account easements, site coverage or building envelopes)
-  Lower Floor Level
 -  Upper Floor Levels

BLOCK INFORMATION

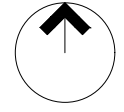
STAGE	1E
ZONE	RZ3
SECTION	BA
BLOCK	ab
SITE COVERAGE	Refer to Residential Zones Policy and Belconnen District Specification
HOUSING TYPE	MULTI UNIT SITE (10)

REV	DRAWN	CHECKED	APPROVED	DATE
A	DZ	DZ	JM	24/04/24
B	DZ	DZ	JM	01/05/24

DO NOT SCALE OFF DRAWINGS. DIMENSIONS ARE IN METRES.

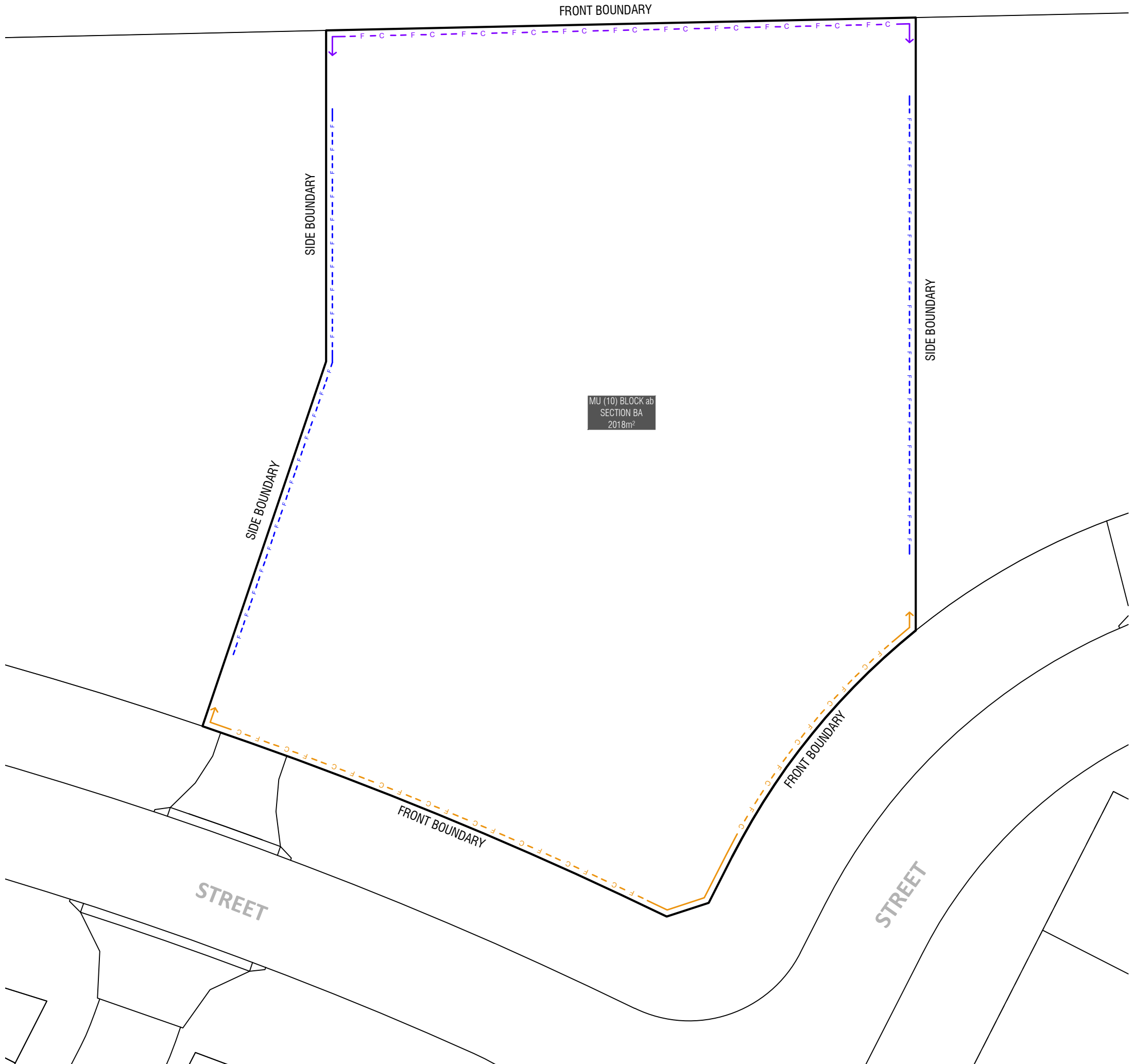
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SCALE
1:250 @A3

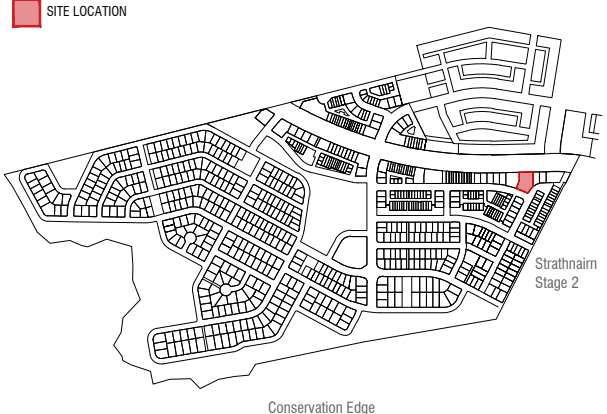


Ginninderry

BLOCK PLANNING CONTROLS
BUILDING & SITING CONTROLS PLAN



KEY MAP



LEGEND

- Block Boundary
- Boundary as Defined by Territory Plan

BOUNDARY FENCING

- Side, Rear and Boundaries Fronting Rear Lane
Maximum height 1.8m from NGL | Minimum setback 0m (100%) | Min 1m behind the front building line
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 Miniscreen and colour "Jasper". Refer to Ginninderry Design Requirements (Macnamara)
 - Mandatory F1, Courtyard Wall** Refer to Belconnen District Specifications
Mandatory height: 1.5m
Minimum Boundary Length: 100% (full length of boundary)
Minimum setback from boundary: 800m
 - F4, Courtyard Wall** Refer to Belconnen District Specifications
Mandatory height: 1.5m
Minimum Boundary Length: 50%
Minimum setback from boundary: Nil
- Construction and Finish**
No fences are permitted forward of the building line. Courtyard walls are permitted in instances where specified in the Belconnen District Specifications & Residential Zones Specifications (whichever is applicable).
Courtyard wall 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 (Macnamara)

PRINCIPLE PRIVATE OPEN SPACE
Refer to Belconnen District Specification and Residential Zones Specification



Return Boundary Fencing to Building Line or Side Fence

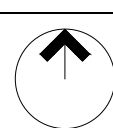
BLOCK INFORMATION

STAGE	1E
ZONE	RZ3
SECTION	BA
BLOCK	ab
SITE COVERAGE	Refer to Residential Zones Policy and Belconnen District Specification
HOUSING TYPE	MULTI UNIT SITE (10)

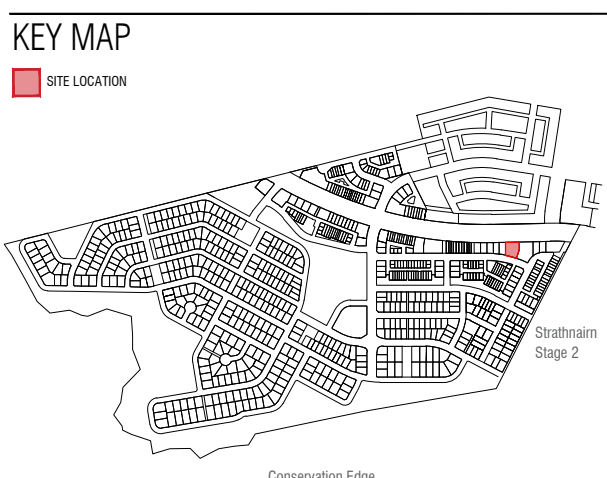
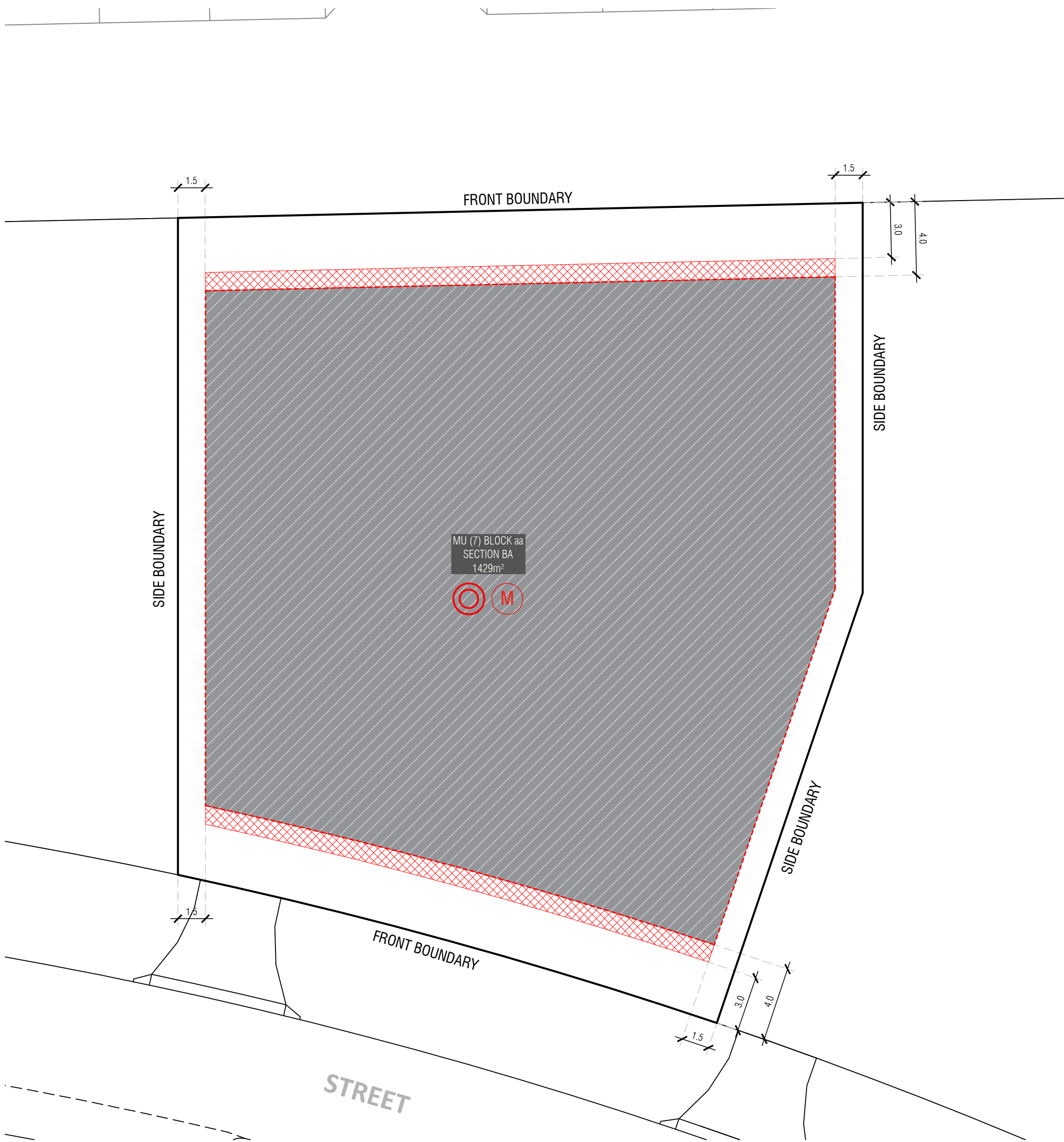
REV	DRAWN	CHECKED	APPROVED	DATE
A	DZ	DZ	JM	24/04/24
B	DZ	DZ	JM	01/05/24

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Ginninderry
BLOCK PLANNING CONTROLS
FENCING CONTROLS PLAN



- LEGEND**
- Block Boundary
 - BOUNDARY**
 Boundary as Defined by Territory Plan
 - Potentially Noise Affected Blocks.
Refer to the Belconnen District Specification
 - Blocks Exempt from Water Sensitive Urban Design Provisions. Water quality targets have been fully met downstream. *Refer to the Belconnen District Specification*

- MINIMUM BOUNDARY SETBACKS**
- Stage 1 EDP
refer to the Belconnen District Specification
Lower floor level - external wall or unscreened element (Excluding Garages/Carports)
Upper floor level (front setbacks) - external wall or unscreened element
Upper floor level (side setbacks) - external wall
 - Articulation Elements (Articulation Zone)
refer to Belconnen District Specification
- INDICATIVE BUILDING FOOTPRINTS**
(based on min. building setbacks **only** This does not take into account easements, site coverage or building envelopes)
- Lower Floor Level
 - Upper Floor Levels

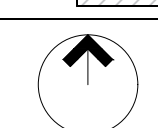
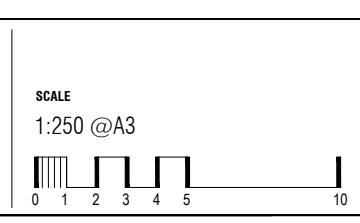
BLOCK INFORMATION

STAGE	1E
ZONE	RZ3
SECTION	BA
BLOCK	aa
SITE COVERAGE	<i>Refer to Residential Zones Policy and Belconnen District Specification</i>
HOUSING TYPE	MULTI UNIT SITE (7)

REV	DRAWN	CHECKED	APPROVED	DATE
A	DZ	DZ	JM	24/04/24
B	DZ	DZ	JM	01/05/24

DO NOT SCALE OFF DRAWINGS. DIMENSIONS ARE IN METRES.

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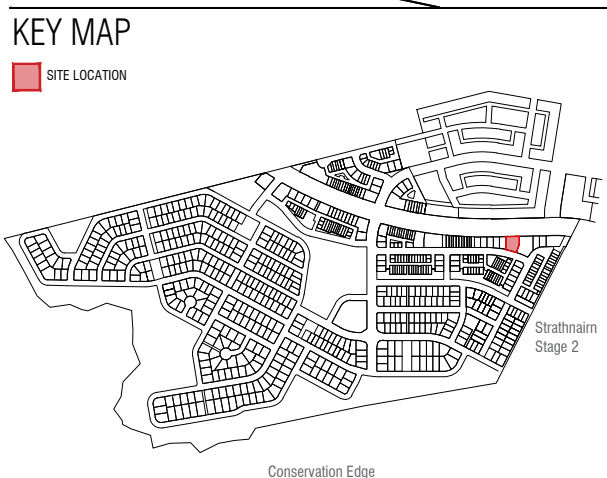
Ginninderry

BLOCK PLANNING CONTROLS
BUILDING & SITING CONTROLS PLAN

PRO HART AVENUE



MU (7) BLOCK aa
SECTION BA
1429m²



BLOCK INFORMATION	
STAGE	1E
ZONE	RZ3
SECTION	BA
BLOCK	aa
SITE COVERAGE	Refer to Residential Zones Policy and Belconnen District Specification
HOUSING TYPE	MULTI UNIT SITE (7)

REV	DRAWN	CHECKED	APPROVED	DATE
A	DZ	DZ	JM	24/04/24
B	DZ	DZ	JM	01/05/24

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LEGEND

- Block Boundary
- Boundary as Defined by Territory Plan

BOUNDARY FENCING

- Side, Rear and Boundaries Fronting Rear Lane**
Maximum height 1.8m from NGL | Minimum setback 0m (100%) | Min 1m behind the front building line
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 Miniscreen and colour "Jasper". Refer to Ginninderry Design Requirements (Macnamara)
- Mandatory F1, Courtyard Wall** Refer to Belconnen District Specifications
Mandatory height: 1.5m
Minimum Boundary Length: 100% (full length of boundary)
Minimum setback from boundary: 800m
- F4, Courtyard Wall** Refer to Belconnen District Specifications
Mandatory height: 1.5m
Minimum Boundary Length: 50%
Minimum setback from boundary: Nil

Construction and Finish
No fences are permitted forward of the building line. Courtyard walls are permitted in instances where specified in the Belconnen District Specifications & Residential Zones Specifications (whichever is applicable).
Courtyard wall 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.

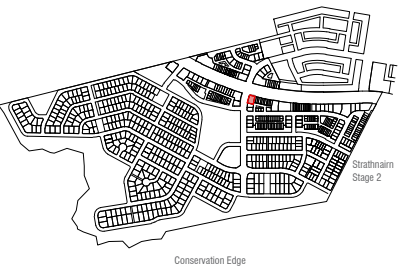
Refer to Fencing Control Plan and Ginninderry Design Requirements (Macnamara)

Return Boundary Fencing to Building Line or Side Fence



KEY MAP

■ SITE LOCATION



LEGEND

- Block Boundary
- BOUNDARY**
- Boundary as Defined by Territory Plan
- Potentially Noise Affected Blocks.
Refer to the Belconnen District Specification
- Blocks Exempt from Water Sensitive Urban Design Provisions. Water quality targets have been fully met downstream. *Refer to the Belconnen District Specification*
- MINIMUM BOUNDARY SETBACKS**
- Residential Zones Technical Specifications
front setbacks: refer to Schedule 1 Table 4
side and rear setbacks: refer to Schedule 2 Table 10
- Ground Floor - Unscreened
- Upper Floor - Unscreened

MINIMUM BOUNDARY SETBACKS

- Macnamara Stage 1 EDP
refer to the Belconnen District Specification
Lower floor level - external wall or unscreened element (Excluding Garages/Carports)
Upper floor level (front setbacks) - external wall or unscreened element
Upper floor level (side setbacks) - external wall
- All Floor Levels - External Wall (Screened)
Refer to the Residential Zones Specification
- Articulation Elements (Articulation Zone)
refer to Belconnen District Specification

INDICATIVE BUILDING FOOTPRINTS

- (based on min. building setbacks **only** This does not take into account easements, site coverage or building envelopes)
- Lower Floor Level
 - Upper Floor Levels

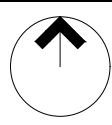
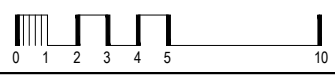
BLOCK INFORMATION

STAGE	1E
ZONE	RZ4
SECTION	BA
BLOCK	C
SITE COVERAGE	<i>Refer to Residential Zones Policy and Belconnen District Specification</i>
HOUSING TYPE	MULTI UNIT SITE (4)

REV	DRAWN	CHECKED	APPROVED	DATE
A	DZ	DZ	JM	19/04/24
B	DZ	DZ	JM	01/05/24

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SCALE
1:250 @A4



Ginninderry

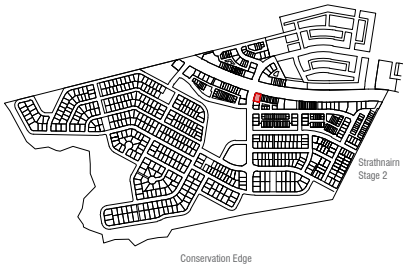
BLOCK PLANNING CONTROLS
BUILDING & SITING CONTROLS PLAN



MU (4) BLOCK c
SECTION BA
815m²

KEY MAP

SITE LOCATION



LEGEND

- Block Boundary
- BOUNDARY Boundary as Defined by Territory Plan

PRINCIPLE PRIVATE OPEN SPACE
Refer to Belconnen District Specification and Residential Zones Specification



Return Boundary Fencing to Building Line or Side Fence

BOUNDARY FENCING



Side, Rear and Boundaries Fronting Rear Lane
Maximum height 1.8m from NGL | Minimum setback 0m (100%) | **Min 1m behind the front building line**
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 Miniscreen and colour "Jasper". Refer to Ginninderry Housing Design Requirements (Macnamara)



Mandatory F1, Courtyard Wall Refer to Belconnen District Specifications
Mandatory height: 1.5m
Minimum Boundary Length: 100% (full length of boundary)
Minimum setback from boundary: 800m



F4, Courtyard Wall Refer to Belconnen District Specifications
Mandatory height: 1.5m
Minimum Boundary Length: 50%
Minimum setback from boundary: Nil

Construction and Finish
No fences are permitted forward of the building line. Courtyard walls are permitted in instances where specified in the Belconnen District Specifications & Residential Zones Specifications (whichever is applicable).
Courtyard wall 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 (Macnamara)

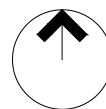
BLOCK INFORMATION

STAGE	1E
ZONE	RZ4
SECTION	BA
BLOCK	C
SITE COVERAGE	Refer to Residential Zones Policy and Belconnen District Specification
HOUSING TYPE	MULTI UNIT SITE (4)

REV	DRAWN	CHECKED	APPROVED	DATE
A	DZ	DZ	JM	19/04/24
B	DZ	DZ	JM	01/05/24

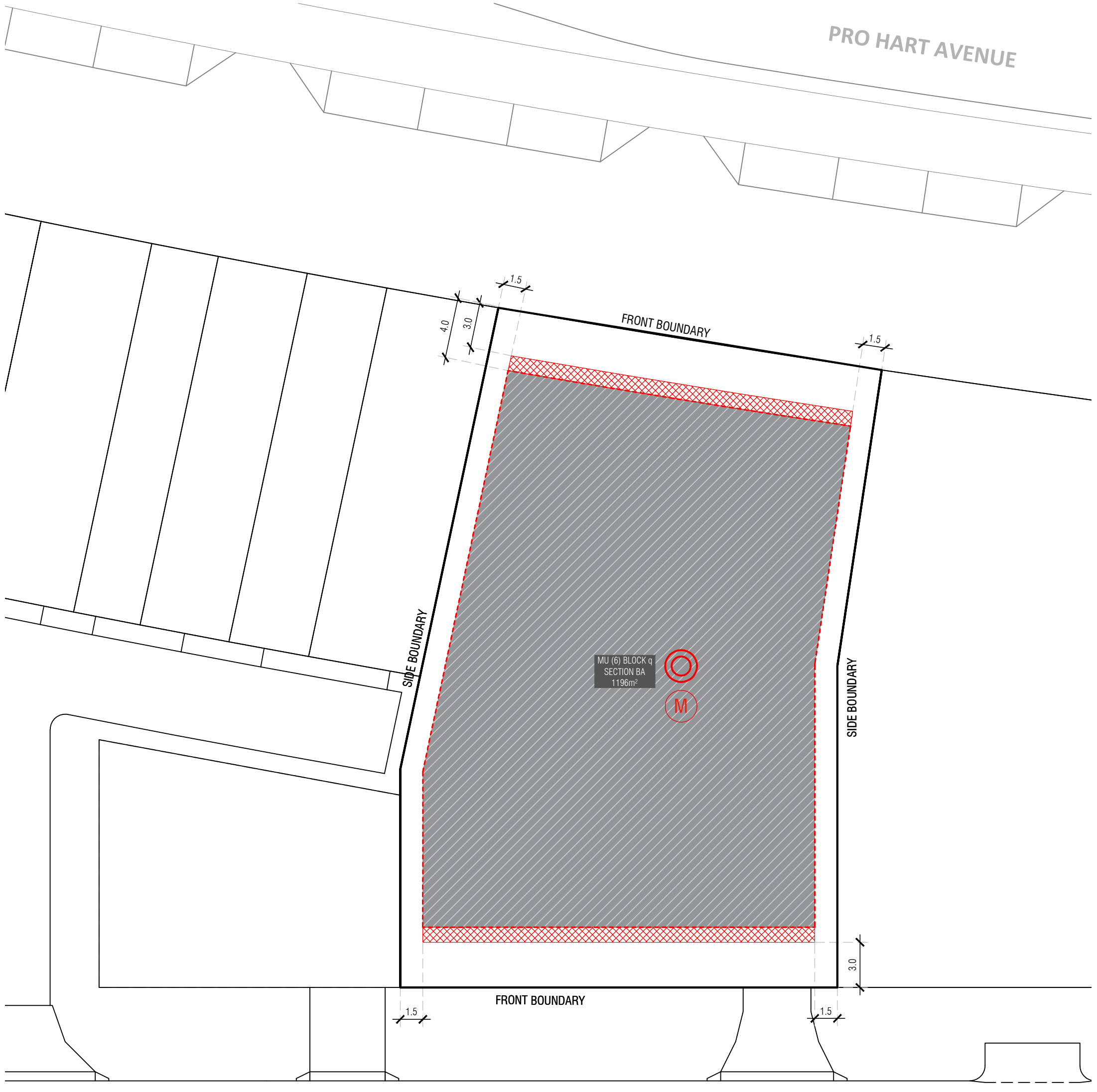
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SCALE
1:250 @A4



Ginninderry
BLOCK PLANNING CONTROLS
FENCING CONTROLS PLAN

PRO HART AVENUE



MU (6) BLOCK q
SECTION BA
1196m²



STREET

KEY MAP

SITE LOCATION



LEGEND

- Block Boundary
- Boundary as Defined by Territory Plan
- Potentially Noise Affected Blocks.
Refer to the Belconnen District Specification
- Blocks Exempt from Water Sensitive Urban Design Provisions. Water quality targets have been fully met downstream.
Refer to the Belconnen District Specification

MINIMUM BOUNDARY SETBACKS

- Stage 1 EDP
refer to the Belconnen District Specification
Lower floor level - external wall or unscreened element (Excluding Garages/Carports)
Upper floor level (front setbacks) - external wall or unscreened element
Upper floor level (side setbacks) - external wall
- Articulation Elements (Articulation Zone)
refer to Belconnen District Specification

INDICATIVE BUILDING FOOTPRINTS

- (based on min. building setbacks **only** This does not take into account easements, site coverage or building envelopes)
- Lower Floor Level
 - Upper Floor Levels

BLOCK INFORMATION

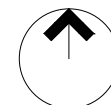
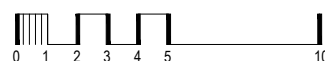
STAGE	1E
ZONE	RZ3
SECTION	BA
BLOCK	q
SITE COVERAGE	<i>Refer to Residential Zones Policy and Belconnen District Specification</i>
HOUSING TYPE	MULTI UNIT SITE (6)

REV	DRAWN	CHECKED	APPROVED	DATE
A	DZ	DZ	JM	24/04/24
B	DZ	DZ	JM	01/05/24

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SCALE
1:250 @A3



Ginninderry

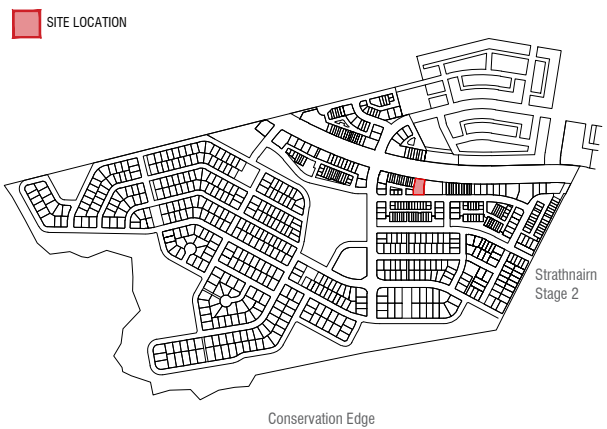
BLOCK PLANNING CONTROLS
BUILDING & SITING CONTROLS PLAN



MU (6) BLOCK q
SECTION BA
1196m²

STREET

KEY MAP



LEGEND

- Block Boundary
- Boundary as Defined by Territory Plan

BOUNDARY FENCING

- Side, Rear and Boundaries Fronting Rear Lane
Maximum height 1.8m from NGL | Minimum setback 0m (100%) | Min 1m behind the front building line
- 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 Miniscreen and colour "Jasper". Refer to Ginninderry Design Requirements (Macnamara)

- Mandatory F1, Courtyard Wall** Refer to Belconnen District Specifications
Mandatory height: 1.5m
Minimum Boundary Length: 100% (full length of boundary)
Minimum setback from boundary: 800m
- F4, Courtyard Wall** Refer to Belconnen District Specifications
Mandatory height: 1.5m
Minimum Boundary Length: 50%
Minimum setback from boundary: Nil

Construction and Finish
No fences are permitted forward of the building line. Courtyard walls are permitted in instances where specified in the Belconnen District Specifications & Residential Zones Specifications (whichever is applicable).
Courtyard wall 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 (Macnamara)

PRINCIPLE PRIVATE OPEN SPACE
Refer to Belconnen District Specification and Residential Zones Specification

Return Boundary Fencing to Building Line or Side Fence

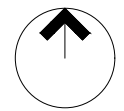
BLOCK INFORMATION

STAGE	1E
ZONE	RZ3
SECTION	BA
BLOCK	q
SITE COVERAGE	Refer to Residential Zones Policy and Belconnen District Specification
HOUSING TYPE	MULTI UNIT SITE (6)

REV	DRAWN	CHECKED	APPROVED	DATE
A	DZ	DZ	JM	24/04/24
B	DZ	DZ	JM	01/05/24

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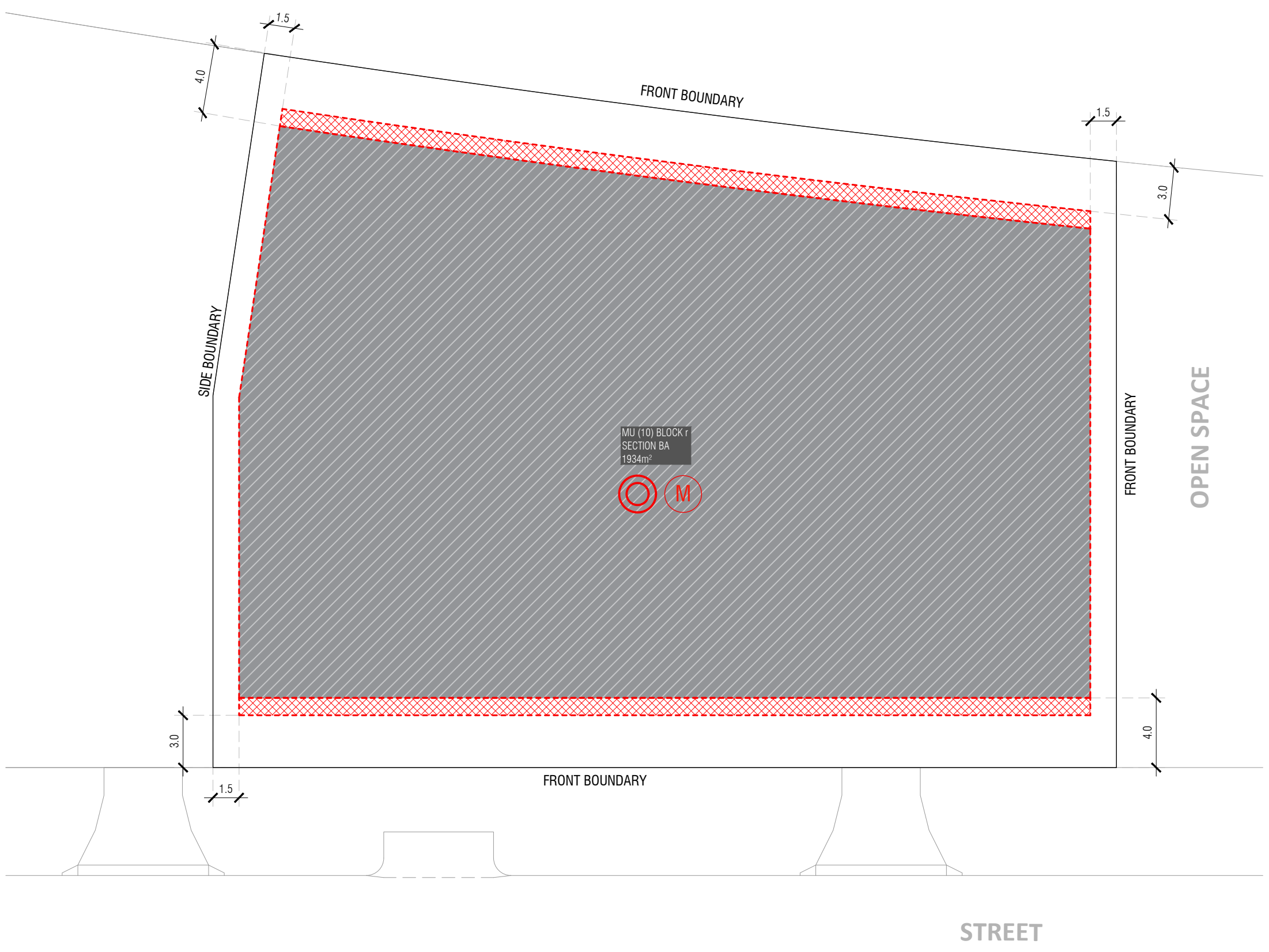


Ginninderry

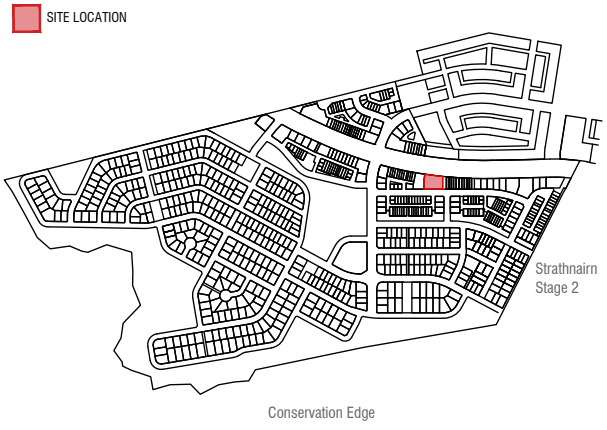
BLOCK PLANNING CONTROLS
FENCING CONTROLS PLAN

PRO HART AVENUE

PRO HART AVENUE



KEY MAP



LEGEND

- Block Boundary
- Boundary as Defined by Territory Plan
- Potentially Noise Affected Blocks. Refer to the Belconnen District Specification
- Blocks Exempt from Water Sensitive Urban Design Provisions. Water quality targets have been fully met downstream. Refer to the Belconnen District Specification

MINIMUM BOUNDARY SETBACKS

- Stage 1 EDP refer to the Belconnen District Specification
- Lower floor level - external wall or unscreened element (Excluding Garages/Carports)
- Upper floor level (front setbacks) - external wall or unscreened element
- Upper floor level (side setbacks) - external wall
- Articulation Elements (Articulation Zone) refer to Belconnen District Specification

INDICATIVE BUILDING FOOTPRINTS

- (based on min. building setbacks only This does not take into account easements, site coverage or building envelopes)
- Lower Floor Level
 - Upper Floor Levels

BLOCK INFORMATION

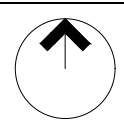
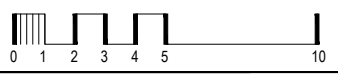
STAGE	1E
ZONE	RZ3
SECTION	BA
BLOCK	r
SITE COVERAGE	Refer to Residential Zones Policy and Belconnen District Specification
HOUSING TYPE	MULTI UNIT SITE (10)

REV	DRAWN	CHECKED	APPROVED	DATE
A	DZ	DZ	JM	24/04/24
B	DZ	DZ	JM	01/05/24
C	SG	DZ	JM	05/06/24

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SCALE
1:250 @A3

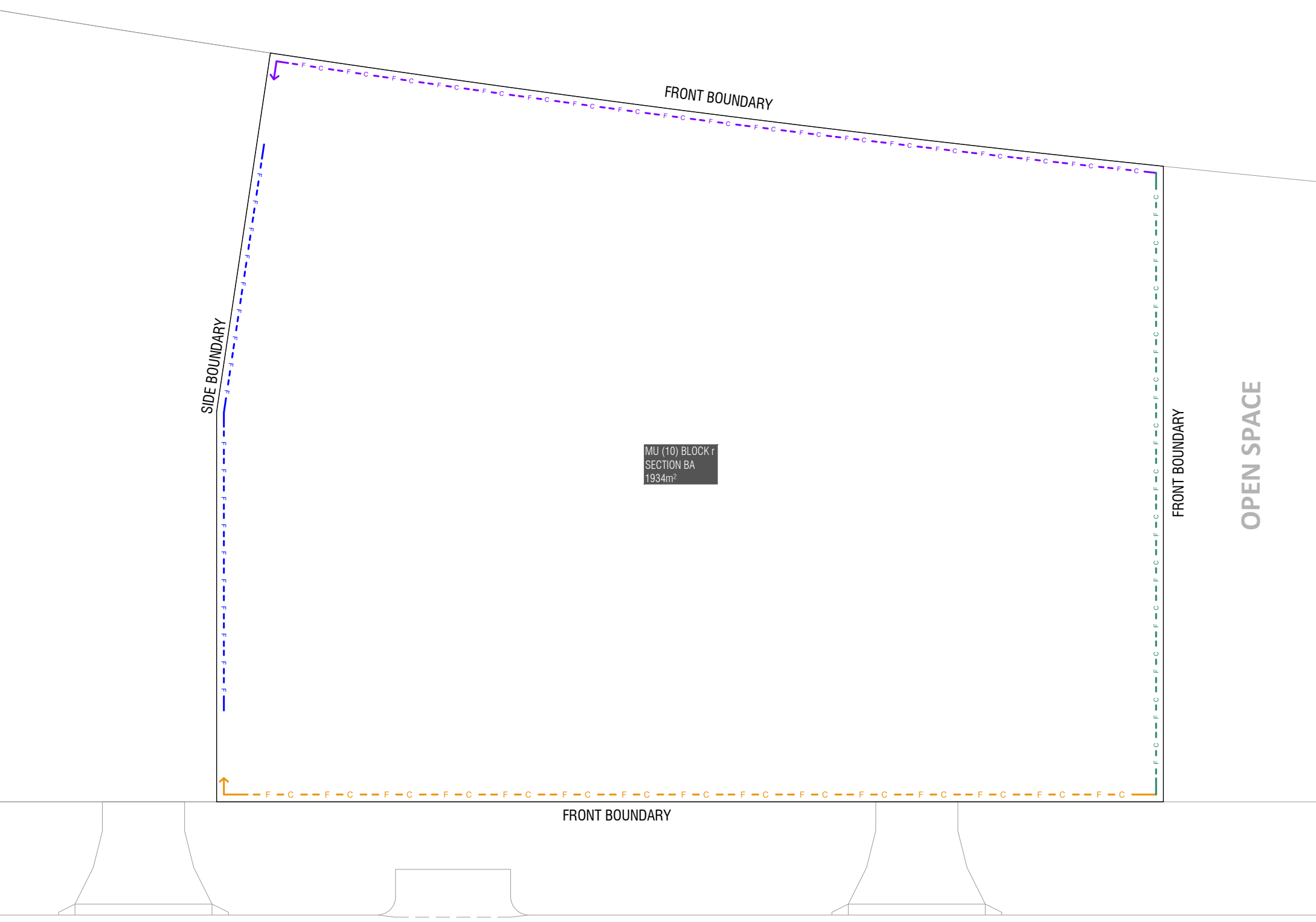


Ginninderry

BLOCK PLANNING CONTROLS
BUILDING & SITING CONTROLS PLAN

PRO HART AVENUE

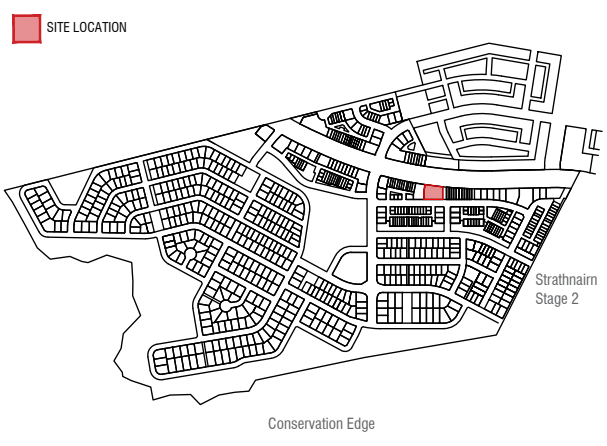
PRO HART AVENUE



OPEN SPACE

STREET

KEY MAP



LEGEND

- Block Boundary
- Boundary as Defined by Territory Plan

BOUNDARY FENCING

- Side, Rear and Boundaries Fronting Rear Lane**
Maximum height 1.8m from NGL | Minimum setback 0m (100%) | **Min 1m behind the front building line**
- 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 Miniscreen and colour "Jasper". Refer to Ginninderry Design Requirements (Macnamara)

- Mandatory F2, Adjacent to Open Space Fencing** Refer to Belconnen District Specifications
Mandatory height: 1.8m
Minimum Boundary Length: 50%
Minimum setback from boundary: Nil
- Mandatory F1, Courtyard Wall** Refer to Belconnen District Specifications
Mandatory height: 1.5m
Minimum Boundary Length: 100% (full length of boundary)
Minimum setback from boundary: 800m
- F4, Courtyard Wall** Refer to Belconnen District Specifications
Mandatory height: 1.5m
Minimum Boundary Length: 50%
Minimum setback from boundary: Nil
- Construction and Finish**
No fences are permitted forward of the building line. Courtyard walls are permitted in instances where specified in the Belconnen District Specifications & Residential Zones Specifications (whichever is applicable).
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 - 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 (Macnamara)

PRINCIPLE PRIVATE OPEN SPACE
Refer to Belconnen District Specification and Residential Zones Specification

Return Boundary Fencing to Building Line or Side Fence

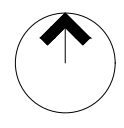
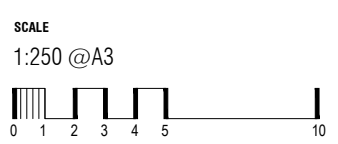
BLOCK INFORMATION

STAGE	1E
ZONE	RZ3
SECTION	BA
BLOCK	r
SITE COVERAGE	Refer to Residential Zones Policy and Belconnen District Specification
HOUSING TYPE	MULTI UNIT SITE (10)

REV	DRAWN	CHECKED	APPROVED	DATE
A	DZ	DZ	JM	24/04/24
B	DZ	DZ	JM	01/05/24
C	SG	DZ	JM	05/06/24

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Ginninderry

BLOCK PLANNING CONTROLS
FENCING CONTROLS PLAN

**Macnamara
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 – Bristle

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

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