

**SUBURBAN LAND AGENCY  
FIRST GRANT CONTRACT – LAND NOT READY (RZ4)  
SCHEDULE**



**ACT**  
Government

**Suburban Land**  
Agency

<b>DATE OF THIS CONTRACT</b>				
<b>LEASES DETAILS</b>				
<b>LAND</b>		Block	Section	Division/District
		<b>See Block Summary Table</b>		<b>Strathnairn</b>
<b>STAGE</b>		Stage 1 (EDP2) as shown on Staging Plan		
<b>OCCUPANCY</b>		Vacant Possession		
<b>CO-OWNERSHIP</b>	Mark one <i>See clause 17</i>	<input type="checkbox"/> Tenants in common (Show shares)		<input type="checkbox"/> Joint Tenants
<b>SELLER DETAILS</b>				
<b>SELLER</b>	Full name	<b>Suburban Land Agency</b>		
	ACN/ABN	27 105 505 367		
	Address	480 Northbourne Avenue, Dickson ACT 2602		
<b>SELLER'S SOLICITOR</b>	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		
<b>BUYER DETAILS</b>				
<b>BUYER</b>	Full Name			
	ACN/ABN			
	Address			
<b>BUYER'S SOLICITOR</b>	Firm			
	Ref			
	Phone			
	Fax			
	DX/Address			
	Email			
<b>PAYMENT DETAILS</b>				
<b>RESIDENTIAL WITHHOLDING TAX</b>	<i>See clause 43</i>	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
<b>FOREIGN RESIDENTIAL WITHHOLDING TAX</b>	<i>See clause 42</i>	Clearance certificate attached?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
<b>PRICE</b>	Price Less Deposit Balance	<b>See Block Summary Table</b> (The Price is GST inclusive) (10% of Price)		
<b>COMPLIANCE BOND</b>	<i>See clause 5</i>	<b>\$(compliance bond amount)</b>		

<b>EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE</b>	See clause 3.2	2 calendar months after the last date in the Estimated Date Range for Works
<b>DATE FOR COMPLETION</b>	See clause 4	Subject to clause 4.3, 30 Working Days from the date the Seller serves the Leases on the Buyer
<b>ESTIMATED DATE RANGE FOR WORKS</b>	See clause 6.5	1 February 2027 – 31 August 2027

#### ANNEXURES

<b>STANDARD ANNEXURES</b>	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 – Ginninderry Housing Design Requirements Annexure H – Clearance Certificate	
<b>SPECIAL CONDITIONS</b>	Indicate whether any special conditions apply	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

#### READ THIS BEFORE SIGNING

Before signing this contract you should ensure that you understand your rights and obligations. You should get advice from your solicitor.

Authorised Delegate of the Suburban Land Agency signature:		<b>If an individual:</b> 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:

<b>If a company:</b> 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):			

**BLOCK SUMMARY TABLE**

STAGE	SECTION	BLOCK	%	PRICE APPORTIONMENT PER BLOCK	DEPOSIT (10%)	BALANCE
	TOTAL					

SPECIMEN

## **1 GRANT OF THE LEASES**

- 1.1 The Seller will procure the grant of the Leases to the Buyer on Completion.
- 1.2 The Leases will be granted substantially upon the terms and conditions of the Specimen Lease.
- 1.3 The Seller discloses and the Buyer acknowledges and agrees that a separate Lease will be granted for each Block.

## **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 10 Working 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. **Despite the Price being apportioned per Block in the Block Summary Table, the Buyer agrees that the total Price must be paid on Completion without apportionment.**
- 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 Leases 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 Leases on the Buyer:
  - (a) sign the Leases; and
  - (b) return to the Seller's Solicitor the signed original Leases (in duplicate).
- 7.2 The Buyer undertakes to register the Leases 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 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 Leases 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 Leases 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 Leases, 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 Leases 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 10 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 fault 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 Leases 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:
  - (i) that party, as notified or used by that party from time to time; or
  - (ii) that party's solicitor specified on the Schedule, or otherwise as notified or used 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;

**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 42.5 and 42.6, 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 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.

- 42.3 If clause 42.2 does not apply, then:

- (a) the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 42.3(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 42.3(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 42.3(c) in payment of the Withholding Amount following Completion.

- 42.4 If clause 42.3 applies and the parties do not comply with clause 42.3(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 42.4.

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

- 42.6 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.
- 42.7 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 COMMONWEALTH SANCTIONS

- 47.1 In this clause 47, the following definitions apply:

**Consolidated List** means the document maintained by the Commonwealth in accordance with section 22 of the *Autonomous Sanctions Regulations 2011 (Cth)* and/or section 40 of the *Charter of the United Nations (Dealing with Assets) Regulations 2008 (Cth)*;

**Designated Person or Entity** means a person or entity who is a designated person or entity as defined in the *Autonomous Sanctions Regulations 2011 (Cth)* and/or who is a person or entity who is a designated person or entity as defined in the *Charter of the United Nations (Dealing with Assets) Regulations 2008 (Cth)*.

- 47.2 The Buyer warrants at the time it enters into this Contract it is not a Designated Person or Entity, or named as a person or entity on the Consolidated List.
- 47.3 The Buyer must not, prior to Completion, become a Designated Person or be named as a person or entity on the Consolidated List.
- 47.4 The Buyer must immediately notify the Seller if it breaches clause 47.3.
- 47.5 Clauses 47.2 and 47.3 are essential terms.
- 47.6 If the Buyer breaches the warranty in clause 47.2 or breaches clause 47.3 then immediately and without the notice otherwise necessary under clause 26, clause 27 applies.

## 48 DEFINITIONS

- 48.1 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 Civium (ACT) Pty Ltd ACN 604 557 879 trading as Civium Property Group;

**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 'Fill Plan' annexed to the Housing Design Requirements;

**Block Summary Table** means the table annexed to the Schedule;

**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 for every dwelling constructed on the Land;
- (b) a Certificate of Compliance has issued;
- (c) the dwellings erected on the Land correspond with the one for which endorsement was given by the Development Manager under clause 8.4;
- (d) all waste on the public verge and adjoining land has been removed;
- (e) Front Landscaping has been completed and all waste on the public verge and adjoining land has been removed;
- (f) clause 40 has been complied with; and
- (g) the Buyer has otherwise complied with the requirements of this Contract;

**Encumbrance** means an unregistered or statutory encumbrance, but does not include an encumbrance that is to be released or discharged on or before Completion or an easement 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 Housing Design Requirements 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 the Block Summary Table and to be the subject of the Leases;

**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.

## **49 INTERPRETATION**

### **49.1 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.

### **49.2 Headings are inserted for convenience only and are not part of this Contract.**

### **49.3 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.**

### **49.4 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



## ANNEXURE B – NOT USED

SPECIMEN

**ANNEXURE C – NOT USED**

SPECIMEN

## ANNEXURE D – SPECIMEN LEASE

SPECIMEN

Section 370  
*Planning Act*  
2023 applies

PLANNING ACT 2023

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

Blk Sec Suburb

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;
- (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  
HYDRAULIC MAINS  
STORMWATER  
DRAINS AND  
SEWER LINES

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 )  
presence of )

.....

Delegate

.....

Witness

Signed by )  
 )

.....

Signature

.....

Signature

.....

Name in full

.....

Name in full

.....

Sole Director/Director/Secretary

.....

Sole Director/Director/Secretary

## ANNEXURE E – SPECIAL CONDITIONS

### 50 PERMITTED NUMBER OF DWELLINGS

- 50.1 The Seller and the Development Manager must ensure that the Leases contain a purpose clause that is the same as the Specimen Lease but the number of dwellings described as \* (\*) are replaced with the words and numbers set out in the table below:

Block	Section	* (*)
[insert]	[insert]	[insert]

### 51 ENVIRONMENTAL CLEARANCE ZONE & VENTILATION

- 51.1 The Seller discloses that the Land is located within a former Environmental Clearance Zone associated with the closed landfill located in the West Belconnen Resource Management Centre as identified in the West Belconnen Concept Plan.
- 51.2 The Seller discloses that as a consequence of the Land formerly being included within the Environmental Clearance Zone, 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.
- 51.3 The Seller discloses and the Buyer acknowledges that the Advice may not be available before the Date for Completion.
- 51.4 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 Leases 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.
- 51.5 The Buyer must not make any objection, requisition or claim for compensation in relation to any matter referred to in this clause 51.
- 51.6 The provisions of this clause 51 take precedence over any other clause to the contrary in this Contract.

## 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 – GINNINDERRY HOUSING DESIGN REQUIREMENTS

SPECIMEN

# Design Requirements for Multi-Unit Housing RZ4

Block	Section	Suburb
a	BA	Strathnairn
ac	BF	Strathnairn
ad	BF	Strathnairn
t	BH	Strathnairn
u	BH	Strathnairn

Strathnairn & Macnamara

# Contents

<b>Part 1 - Introduction</b>	<b>4</b>
The Ginninderry vision: an inspiring 21st century community	4
Setting the highest standards	4
Innovative ideas and technologies	4
<b>Part 2 - Design Approval Process</b>	<b>5</b>
How the process works	5
Compliance Bond	5
<b>Part 3 - Design Requirements</b>	<b>6</b>
Public domain interface	6
Local character and context	7
Landscape design	7
Visual appearance and Facand Façade Articulation	8
Visual appearance and articulation to corners	8
Roof form	9
Roofing materials	9
Eaves, awnings and sunhoods	9
Mailbox	9
Bush fire requirements	9
Energy Efficiency Rating	9
Zoning	9
Building height	9
Building front setback	9
Fencing & courtyard walls	9
PPOS requirements	10
Natural ventilation	10
Dwelling size and layout	10
Garage and garage doors	10
Storage	10



**ACT**  
Government

**Suburban Land**  
Agency



**RIVERVIEW**  
GROUP

# Contents

## **Part 3 - Design Requirements**

End or Trip Facilities	11
Bin Locations	11
Ceiling heights	11
Glazing	11
Home Energy Systems	11
Appliance and fixtures	11
Hot water systems	12
Heating and cooling	12
Rainwater tanks	12
Electric Vehicle (EV) Charging Provision	13
Retaining walls	13
Vehicle access	14
Services and ancillary structures	14
Dog and cat containment	15

## **Part 4 - Appendices** 17

Appendix A - Block Disclosure Plans	
Appendix B - Planning Control Plans	
Appendix C - Fencing Control Plan	
Appendix D - Fill Plan	
Appendix E - Landscaping Planting Palette	
Appendix F - Intentionally Blank	
Housing Development Requirements Application Form	

# 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)

## 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:

- You must attend a pre application meeting with the Design Team prior to design submission. Pre application documents should include:
  - A concept site plan
  - Concept floor plans
  - Concept elevation and open space elevation
- 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
- 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 City & Environment Directorate (CED) 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



# Part 3: Design Requirements

The following information outlines the Design Requirements for Multi-Unit Housing - RZ4

Design Principle	Design Requirements
<p><b>Public Domain Interface</b></p> <p>Provide legible and attractive interfaces that achieve passive surveillance to public streets and lane-ways.</p>	<p>An entry door and entry porch to each dwelling is required to both the main frontage and the laneway frontage.</p> <p>Main frontages to streets and open space links must include a covered entry feature or portico with a minimum dimension of 1.5m x 1.5m.</p> <p>Laneway frontages must include a minimum 0.9(w) x 1.5m(d) articulated covered entry area.</p> <p>Blocks nominated with the rear laneway as the street address must have a front entry door, porch and mailbox to the laneway frontage</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"><li>• Habitable rooms have windows to provide passive surveillance (i.e. no 'blank' facades)</li><li>• Building entries and pathways are visible and legible from public domain.</li></ul>



Surveillance of Public Domain

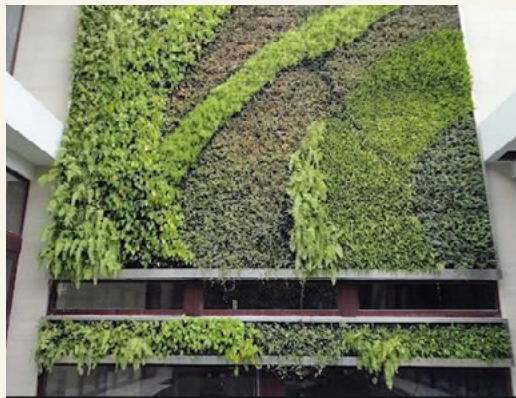


Clear entries behind courtyard walls

Design Principle	Design Requirements
<b>Local Character and Context</b>  The built form, articulation and scale relates to the local character of the area and its context.	<p>The design should sit comfortably within the Ginninderry Master Plan. Multi Unit housing is located throughout Ginninderry in prominent locations and on main arterials. As such, designs must 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>
<b>Landscape Design</b>  The landscape design requires healthy plant and tree growth space for medium and large sized trees.	<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 E for suggested Landscape Planting Palette.</p>

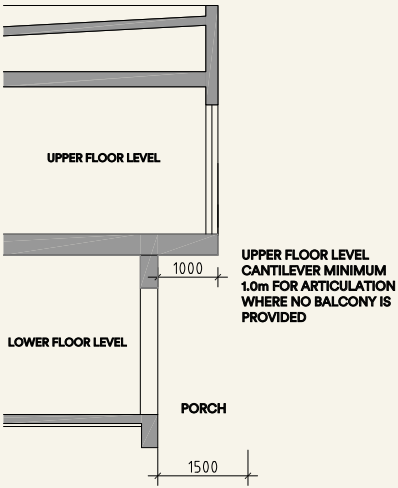


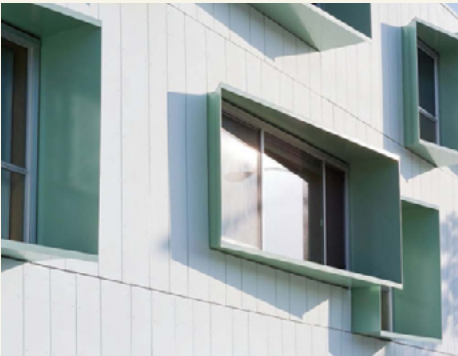
*Courtyard spaces should allow natural light and cross-ventilation to living spaces*



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



Design Principle	Design Requirements
<p><b>Visual Appearance and Façade Articulation</b></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 and laneways.</p> <p>The following elements help to provide functional articulation. The design must demonstrate how it responds to this requirement by incorporating the following:</p> <ul style="list-style-type: none"><li>• A covered entry feature or portico is mandatory to main frontages and laneways.</li><li>• A cantilever of 1.0m of the upper floor over lower floors is mandatory where a balcony is not provided</li><li>• A balcony, deck, pergola, terrace, or verandah</li><li>• Awnings, sunhoods, and louvres</li><li>• Eaves and vertical shading to western windows</li><li>• Screens to service/ancillary systems</li><li>• Blade walls and building projections</li><li>• Consideration of integration/ placement of downpipes</li><li>• Extruded box window treatments</li><li>• Access ramps as required</li></ul> <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>Multi-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

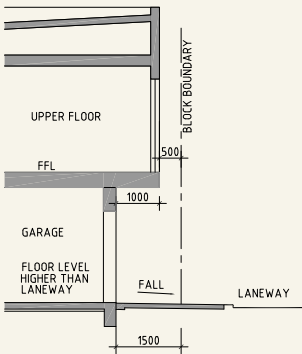


Passive Surveillance with articulated and screened balconies



Clearly articulated facades add value and character to the streetscape

Design Principle	Design Requirements
<b>Visual Appearance and Articulation to Building and Block Corners</b>	<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 5 metres.</p>
<b>Roof Form</b>	<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"> <li>• Gable roof – minimum 25 degrees if visible</li> <li>• Skillion – 10 to 15 degrees minimum if visible</li> <li>• Parapets – must return down side elevations incorporating boxed gutters where required to ensure the roof structure behind is not visible.</li> </ul>
<b>Roofing Materials</b>	Metal profile roof sheeting only. Refer to Approved Colours and Finishes palette Part 4.
<b>Eaves, Awnings and Sunhoods</b>	Minimum 600mm eaves required. Any windows that are not protected by an eave, i.e Parapet walls, require awnings or sunhoods.
<b>Mailbox</b>	<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>
<b>Bush Fire Requirements</b>	Refer to the Belconnen District Specification for bushfire requirements.
<b>Energy Efficiency Rating</b>	<p>A minimum NatHERS rating of 7.0 is required for each dwelling. A NatHERS Certificate and Whole of Home assessment must be provided. Ratings will be reviewed by an accredited assessor as required. The NatHERS Certificate must reflect the following mandatory requirements:</p> <ul style="list-style-type: none"> <li>• Insulation batts are to be provided to all subfloor spaces between floors (in addition to wet areas).</li> <li>• Thermally broken or uPVC window frames with double glazing.</li> </ul>
<b>Zoning</b>	Zone RZ4.
<b>Building Height</b>	Refer to the Residential Zones Policy
<b>Building Front Setback</b>	Refer to Territory Plan District and Zone Policies, and; District and Zone Technical Specifications and ACT Housing Design Guide (as applicable).
<b>Fencing &amp; Courtyard Walls</b>	Refer to Belconnen District Specification & Fencing Controls Plan.

Design Principle	Design Requirements
<b>PPOS Requirements</b>	Refer to Territory Plan District and Zone Policies, and; District and Zone Technical Specifications and ACT Housing Design Guide (as applicable).
<b>Natural Ventilation</b>	All habitable rooms must be naturally ventilated.
<b>Dwelling Size and Layout</b>	<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):            1 bed = 50m<sup>2</sup>   2 bed = 70m<sup>2</sup>   3+ bed = 95m<sup>2</sup></p> <p>Kitchens are not part of circulation spaces such as hallways.</p>
<b>Garage and Garage Doors</b> 	<p>Garages are to be located at least 1.0m behind the built form. This may include the setback from projecting upper floors, balconies and blade walls.</p> <p>Where garages address internal laneways articulation of at least a 500mm setback is required to every third terrace pack.</p> <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>
<b>Storage</b>	<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"> <li>• Studio dwellings = 2m<sup>2</sup></li> <li>• 1 bed dwellings = 3m<sup>2</sup></li> <li>• 2 bed dwellings = 4m<sup>2</sup></li> <li>• 3+ bed dwellings = 5m<sup>2</sup></li> </ul> <p>Refer to Residential Zones Specifications</p>
<b>End or Trip Facilities</b>	<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"> <li>- 1 space per 2 bed dwelling</li> <li>- 2 spaces per 3+ bed dwelling</li> <li>- 1 space per 10 dwellings for visitors</li> </ul>



Garage storage solutions



Bicycle storage solutions

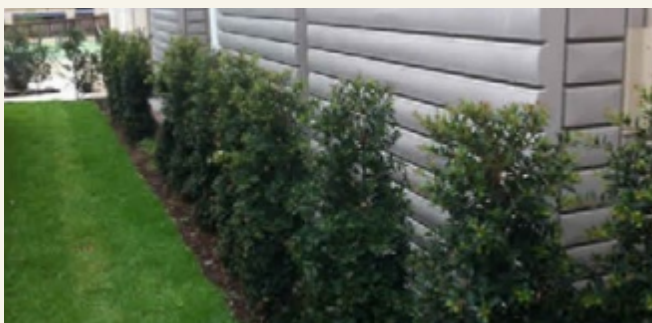


Laundry linen storage

Design Principle	Design Requirements
<b>Bin Locations</b>	<p>Developments that propose post occupancy waste management facilities must achieve endorsement from CED.</p> <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>
<b>Ceiling Heights</b>	<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"> <li>• 2.7m to ground floor habitable rooms</li> <li>• 2.7m to upper floor living areas</li> <li>• 2.5m to upper level bedrooms</li> </ul>
<b>Glazing</b>	<p>uPVC or thermally broken aluminum double glazing is required to all external windows and doors. Correct glazing type must be reflected on the NatHERs Certificate for the dwelling.</p>
<b>Home Energy Systems</b>	<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"> <li>Minimum PV size: <ul style="list-style-type: none"> <li>• 1-2 bedroom 3kW</li> <li>• 3 bedroom+ 4kW</li> </ul> </li> <li>Home Energy Systems must be a Reposit Power (battery is required) or Evergen.</li> <li>The solar inverter must be compatible with the chosen Home Energy Systems above.</li> <li>Where PV panels are located on a roof section fronting a street, they must be installed flush with the roof.</li> <li>All hardware components must be installed by a certified Solar Accreditation Australia installer.</li> </ol>
<b>Appliances and Fixtures</b>	<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
<b>Hot Water Systems</b>	<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>
<b>Heating and Cooling</b>	<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"> <li>reverse cycle air conditioning with: <ul style="list-style-type: none"> <li>Energy Efficiency Rating of 3.1 or higher for cooling cycle</li> <li>Coefficient of Performance of 3.5 or higher for heating cycle</li> <li>Outdoor unit with sound pressure level of 57dBA at 1.0m or lower for heating and cooling cycle</li> </ul> </li> <li>air conditioning with a cooling cycle only that achieves an Energy Efficiency Rating of 3.1 or higher</li> <li>ducted evaporative cooling with self-closing damper</li> <li>ground source heat pump.</li> </ol> <p>Considerations must be given to the location of any outdoor fan coil unit including screening and compliance with ACT EPA noise requirements.</p>
<b>Rainwater Tanks</b>	<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
<b>Electric Vehicle (EV) Charging</b>	<p>One EV Ready charging point per dwelling with:</p> <ul style="list-style-type: none"> <li>• 10 Amp General Power Outlet (GPO) single phase socket with electrical cabling/wiring capacity rated to 32 Amp single phase.</li> <li>• Wiring installed from the EV charger position to individual switchboard</li> <li>• Space for double-width circuit breaker in switchboard</li> <li>• Data cabling (home ethernet data point) to be provided next to the GPO with the ability to be patched/ connected with home NBN router.</li> </ul> <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>
<b>Retaining Walls</b>  <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><b>Minimum Requirements:</b></p> <ul style="list-style-type: none"> <li>• The height of site cuts along the side boundaries with attached neighbouring wall cannot exceed 500mm in height</li> <li>• Front fill retaining walls must not exceed 1.0m in height with tiered increments separated by 1.0m provided.</li> <li>• Where a retaining wall is required in combination with a courtyard wall the maximum combined height of retaining wall and courtyard wall is 2.2m. i.e. 1.0m high wall and 1.2m high courtyard</li> <li>• 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"> <li>- Approved face brick</li> <li>- Approved rendered masonry</li> <li>- Approved brickwork such as split face, honed or shot blast finishes</li> <li>- Approved stone faced masonry</li> <li>- Approved reinforced concrete finishes</li> </ul> </li> <li>• Timber, concrete sleepers or prefabricated modular systems are not permitted forward of the building line.</li> <li>• Retaining walls along side boundaries forward of the building line must be tapered or stepped in line with the finished ground level at the front boundary.</li> <li>• 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.</li> </ul>



Arch split face block



Streetscape



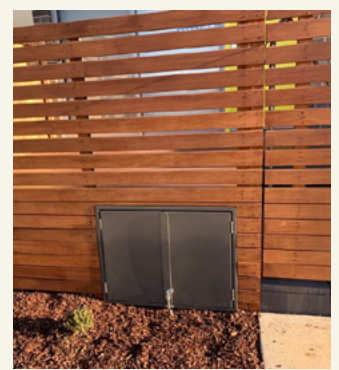
Well articulated dwelling designs provide a functional and more attractive streetscape

Design Principle	Design Requirements
<b>Vehicle Access</b>	<p><b>Minimum Requirements:</b></p> <ul style="list-style-type: none"> <li>• Driveways must be constructed from either <ul style="list-style-type: none"> <li>- plain concrete or</li> <li>- maximum 5% Oxide finish</li> </ul> </li> </ul>
<b>Services and ancillary structures</b>	<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><b>Minimum Requirements:</b></p> <ul style="list-style-type: none"> <li>• Water, electricity meter boxes, NBN and home energy system cabinets must be integrated into the front façade and located away from the front door</li> <li>• Solar panels must sit flush with the roof line if located to the street frontages of the dwellings</li> <li>• Storage tank for solar HWS is not permitted to be mounted on the roof fronting the street</li> <li>• 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.</li> <li>• 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.</li> <li>• Sheds, outdoor structures are to be located to the rear of the terraces and away from public view.</li> </ul>

Design Principle	Design Requirements
<b>Dog and Cat containment</b>	<p><b>Minimum Requirements:</b></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: <a href="https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment">https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment</a></p> <ul style="list-style-type: none"> <li>• Dogs must remain on leash in public areas except within designated un-leashed areas such as dog parks.</li> <li>• Dogs are not permitted in the conservation corridor.</li> </ul>



Cat containment



Integrated water meter details within courtyard walls

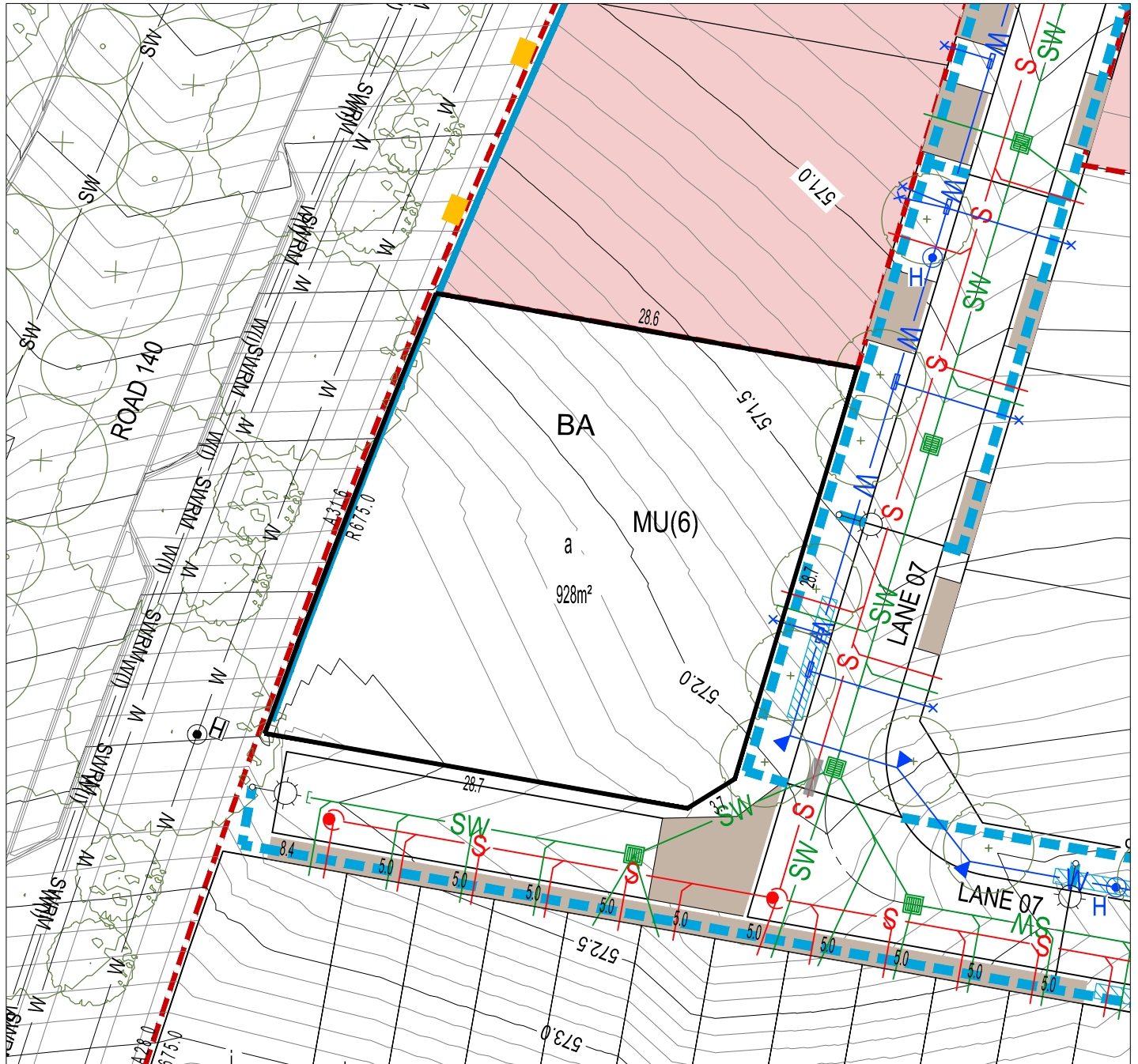




# Part 4: Appendix A



### Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:400

ISSUE DATE: October 2025

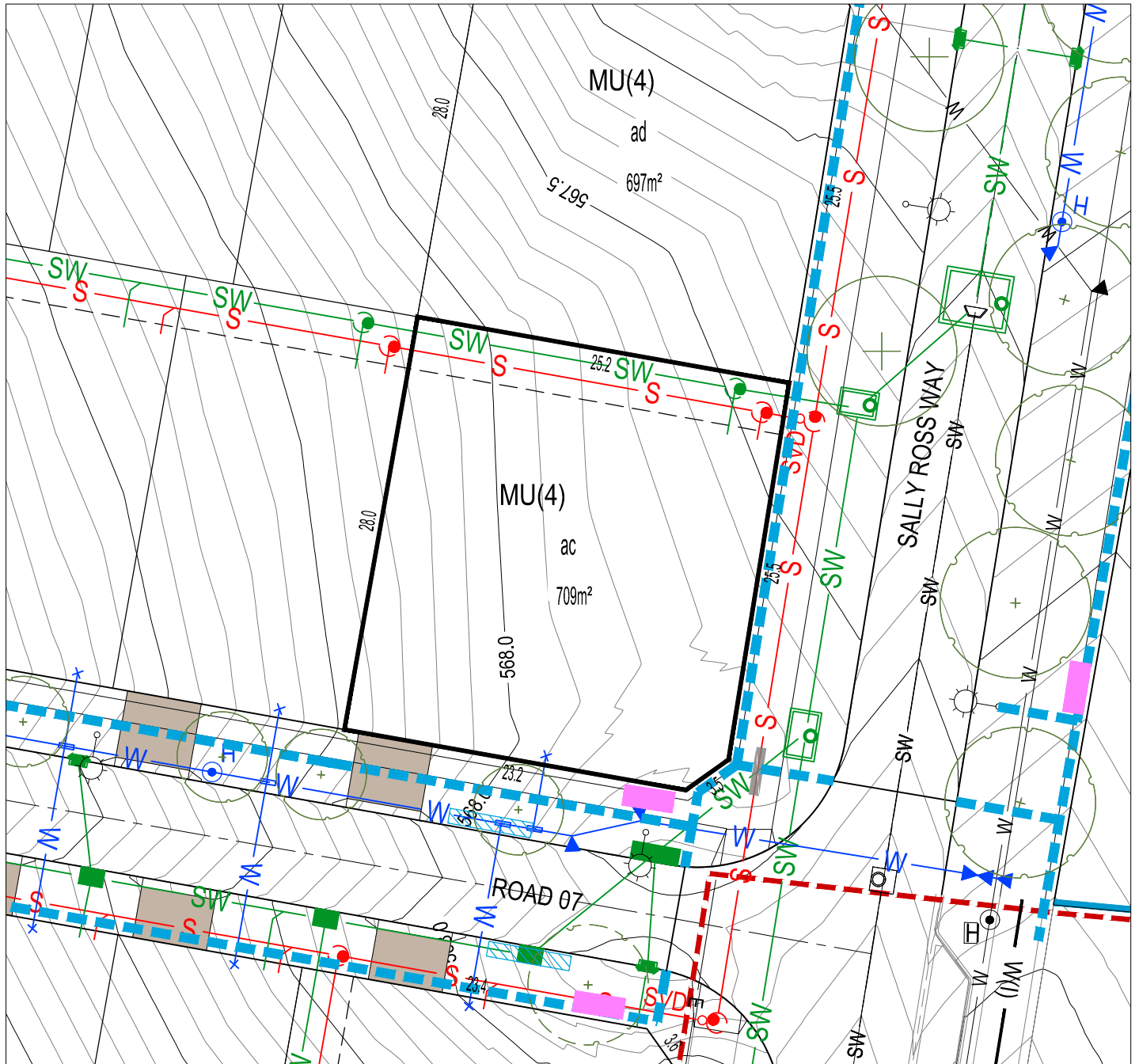
#### LEGEND

	LOT BOUNDARY		SEWER MAIN / MANHOLE / TIE		SERVICES TRENCH		WASTE COLLECTION POINT
	EASEMENT		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBNC PIT		SUBSTATION
	CONTOUR 0.5m INTERVAL		WATER MAIN / STOP VALVE / HYDRANT / TIE		STREETLIGHT		STREET TREES
	CONTOUR 0.1m INTERVAL				ABOVE GROUND MINIPILLAR		
	RETAINING WALL				IN GROUND MINIPILLAR		
	REINFORCED CONCRETE DRIVEWAY BY PURCHASER						
	REINFORCED CONCRETE DRIVEWAY BY CIVIL CONTRACTOR						
	STAGE BOUNDARY						

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 Disclosure Plan



BLOCK LAYOUT - SCALE 1:400

ISSUE DATE: October 2025

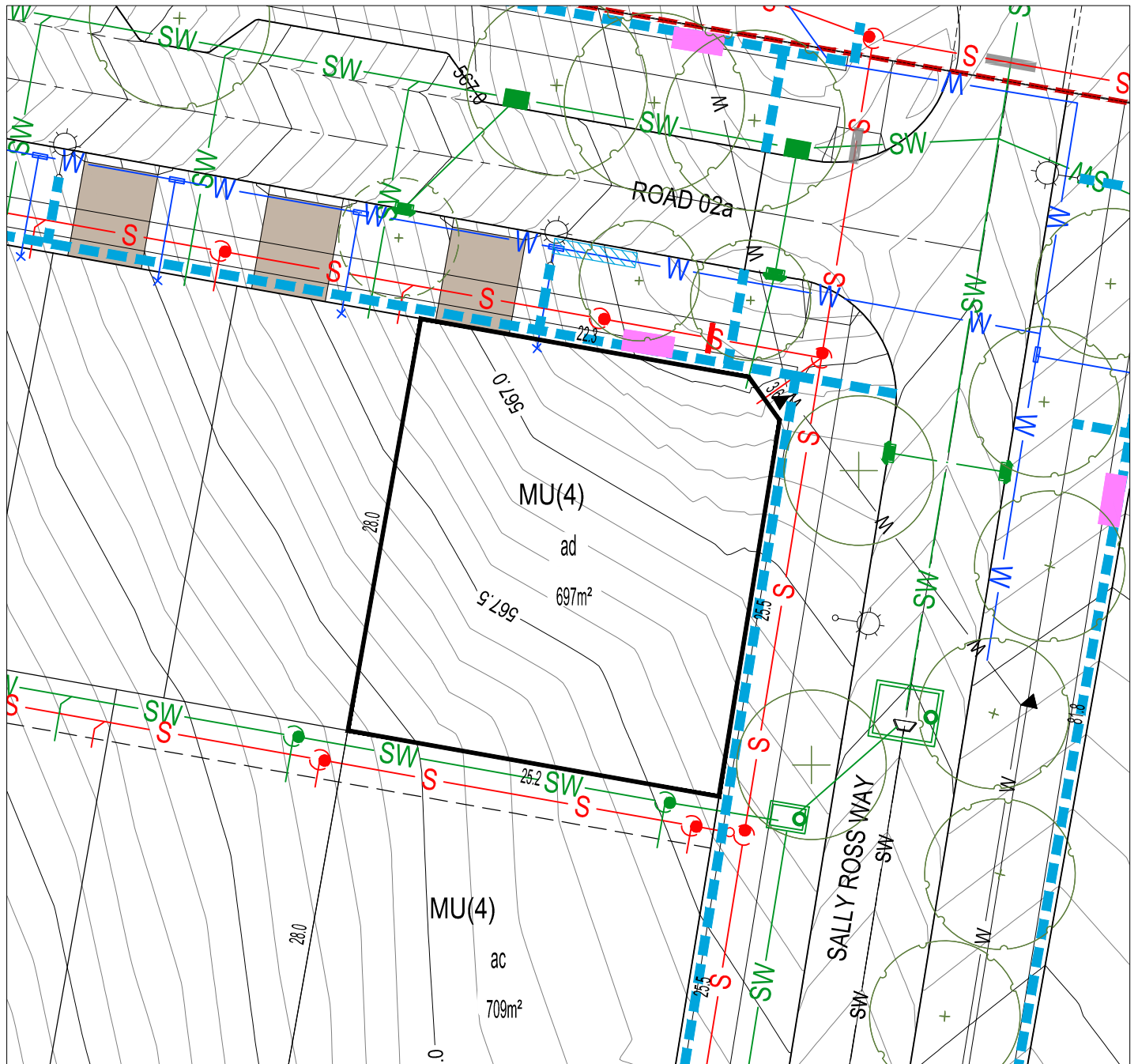
#### LEGEND

	LOT BOUNDARY		SEWER MAIN / MANHOLE / TIE		SERVICES TRENCH		WASTE COLLECTION POINT
	EASEMENT		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBN Co. PIT		SUBSTATION
	CONTOUR 0.5m INTERVAL		WATER MAIN / STOP VALVE / HYDRANT / TIE		STREETLIGHT		STREET TREES
	CONTOUR 0.1m INTERVAL				ABOVE GROUND MINIPILLAR		
	RETAINING WALL				IN GROUND MINIPILLAR		
	REINFORCED CONCRETE DRIVEWAY BY PURCHASER						
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### Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:400

ISSUE DATE: October 2025

#### LEGEND

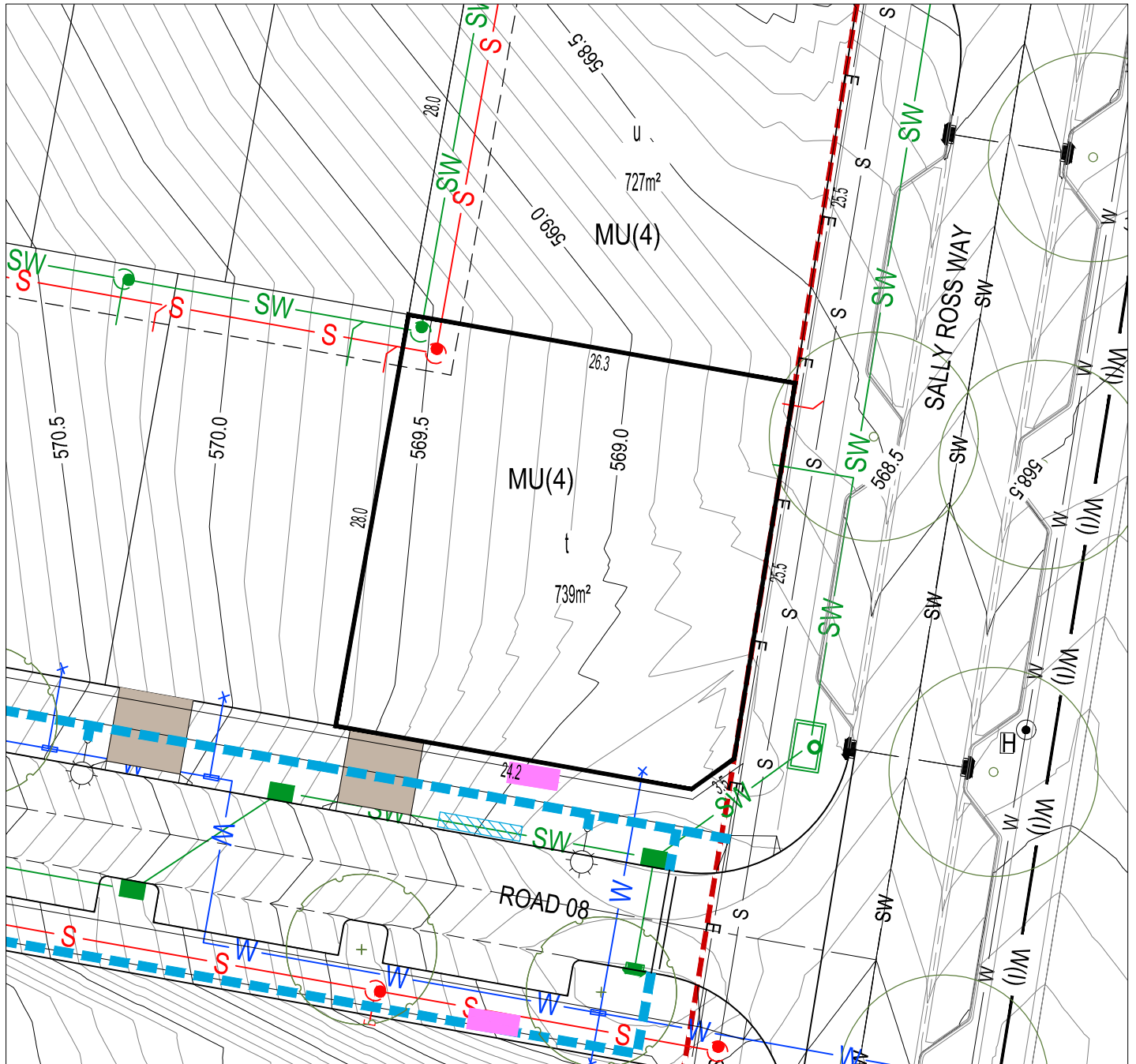
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	EASEMENT		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBN Co. PIT		SUBSTATION
	CONTOUR 0.5m INTERVAL		WATER MAIN / STOP VALVE / HYDRANT / TIE		STREETLIGHT		STREET TREES
	CONTOUR 0.1m INTERVAL				ABOVE GROUND MINIPILLAR		
	RETAINING WALL				IN GROUND MINIPILLAR		
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	REINFORCED CONCRETE DRIVEWAY BY CIVIL CONTRACTOR						
	STAGE BOUNDARY						

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BLOCK LAYOUT - SCALE 1:400

ISSUE DATE: October 2025

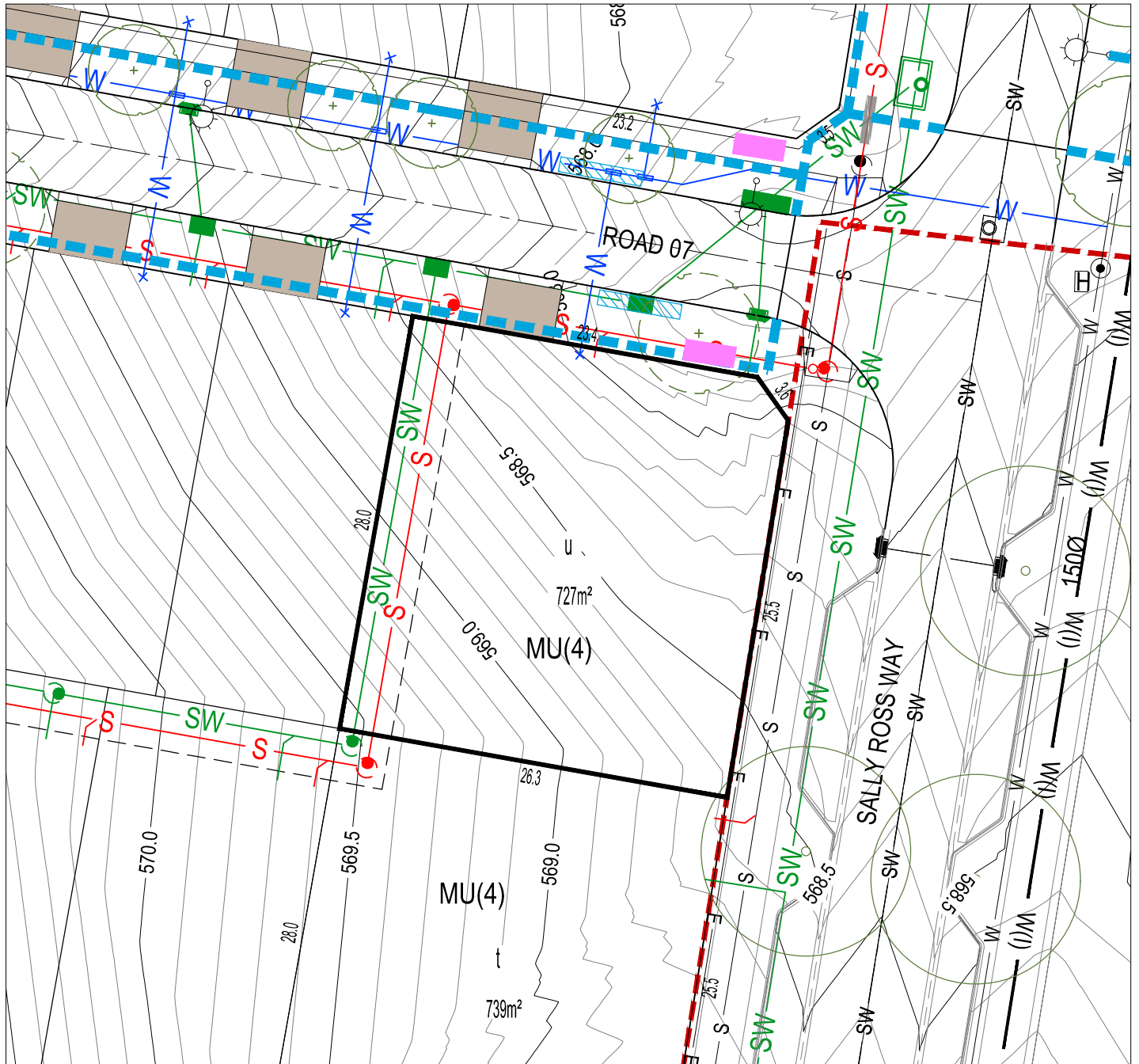
#### LEGEND

	LOT BOUNDARY		SEWER MAIN / MANHOLE / TIE		SERVICES TRENCH		WASTE COLLECTION POINT
	EASEMENT		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBNCo. PIT		SUBSTATION
	CONTOUR 0.5m INTERVAL		WATER MAIN / STOP VALVE / HYDRANT / TIE		STREETLIGHT		ABOVE GROUND MINIPILLAR
	CONTOUR 0.1m INTERVAL				IN GROUND MINIPILLAR		STREET TREES
	RETAINING WALL						
	REINFORCED CONCRETE DRIVEWAY BY PURCHASER						
	REINFORCED CONCRETE DRIVEWAY BY CIVIL CONTRACTOR						
	STAGE BOUNDARY						

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BLOCK LAYOUT - SCALE 1:400

ISSUE DATE: October 2025

#### LEGEND

	LOT BOUNDARY		SEWER MAIN / MANHOLE / TIE		SERVICES TRENCH		WASTE COLLECTION POINT
	EASEMENT		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBN Co. PIT		SUBSTATION
	CONTOUR 0.5m INTERVAL		WATER MAIN / STOP VALVE / HYDRANT / TIE		STREETLIGHT		ABOVE GROUND MINIPILLAR
	CONTOUR 0.1m INTERVAL				IN GROUND MINIPILLAR		STREET TREES
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	REINFORCED CONCRETE DRIVEWAY BY PURCHASER						
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# Appendix B



LEGEND

COMMON LEGEND FOR ALL PLANNING CONTROLS PLANS.  
NOT ALL ITEMS LISTED WILL APPEAR ON THIS SHEET  
PLANNING CONTROL PLAN PROVISIONS AS PER DRAFT  
MACNAMARA PREINCT CODE

MACNAMARA EDP2 BOUNDARY  
INDICATIVE FUTURE DEVELOPMENT  
SUBJECT TO TRANSMISSION LINE  
RELOCATION AND FUTURE EDP SUBMISSION

GENERAL CONTROLS

- ① LIMITED DEVELOPMENT POTENTIAL
- ▭ INTEGRATED DEVELOPMENT PARCEL
- ⑤ MANDATORY SURVEILLANCE BLOCK
- # BLOCKS 500m² TO <550m² SUBJECT TO MIDSIZE BLOCK PROVISIONS
- 🌀 NOISE AFFECTED BLOCKS

③ GARAGE MUST BE A MINIMUM OF 1.5M BEHIND THE FRONT BUILDING LINE  
R NOMINATED AS REAR BOUNDARY

EASEMENT

▨ MAXIMUM BUILDING HEIGHT 8.5M FOR PART OF BLOCK WITHIN 9 METRES OF SOUTHERNMOST BOUNDARY

▨ BLOCK SUBJECT TO COMMUNITY TITLED SCHEME

● GATE, STREET ADDRESS AND LETTERBOX TO BE OFF LANE (AS INDICATED)

🌳 BLOCKS WITH ALTERNATE R37A PROVISIONS TO THE SDPDC

Ⓜ BLOCKS EXEMPT FROM R3 AND R6 OF THE WATERWAYS: WATER SENSITIVE URBAN DESIGN GENERAL CODE: DETENTION AND WATER QUALITY TARGETS HAVE BEEN FULLY MET DOWNSTREAM

② MINIMUM 2 STOREIES

WATER TANK REQUIREMENTS

BLOCK SIZE (M²)	MANDATORY MINIMUM TANK SIZE (KL)
251 ≤ 350	2
351 ≤ 599	4
600 ≤ 800	8
> 801	10

POS MINIMUM DIMENSIONS 3m x 4m

POS

③ - MINIMUM AREA 12m² WITH A MINIMUM DIMENSION 1.8M  
- MANDATORY REQUIREMENT TO BE DELIVERED AT UPPER FLOOR LEVEL

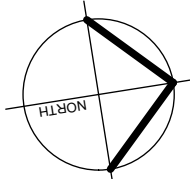
④ ONLY ONE ON BLOCK PARKING SPACE REQUIRED

BUILT FORM SETBACKS

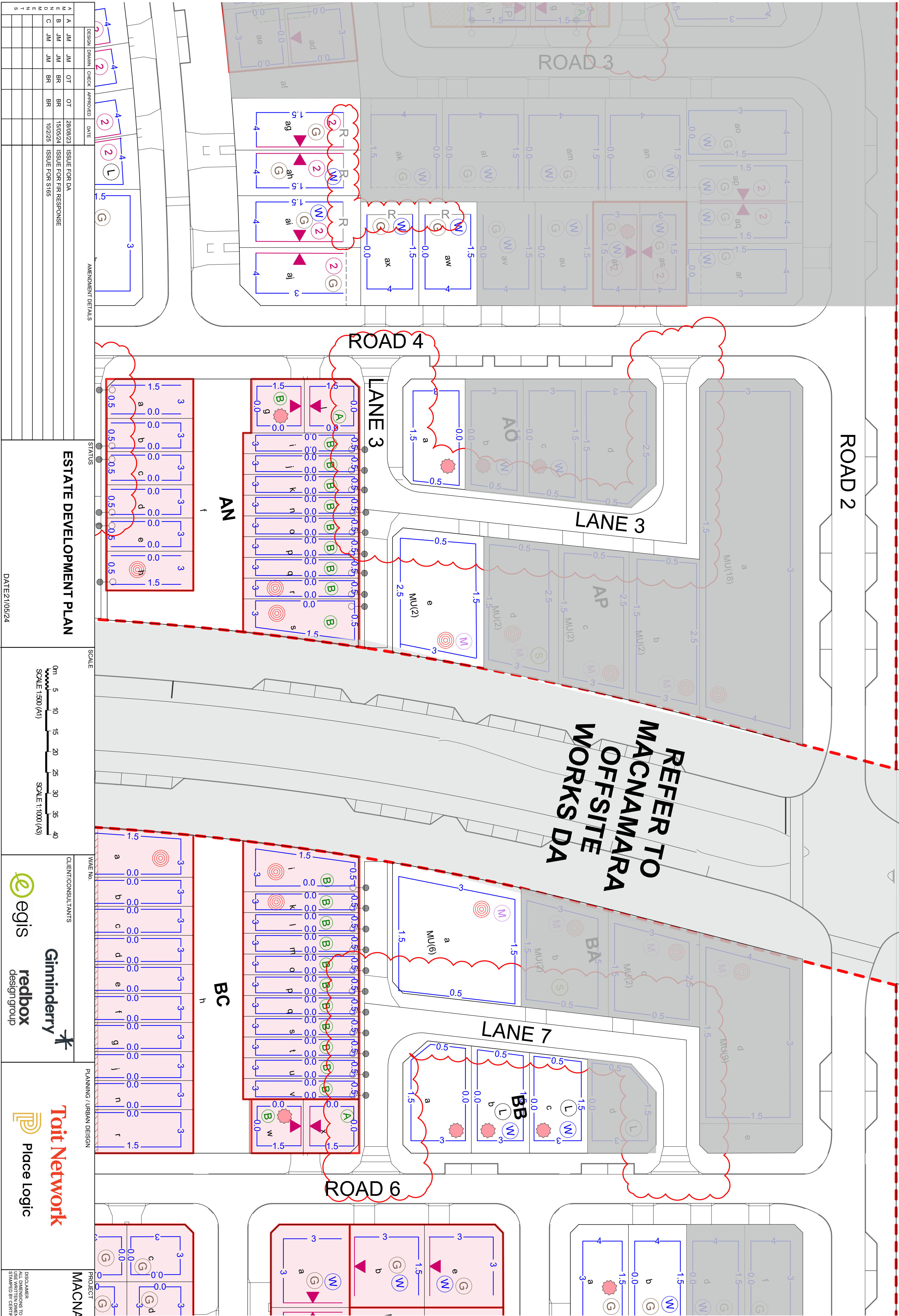
MINIMUM BOUNDARY SETBACKS APPLY TO ALL FLOORS EXCEPT SIDE SETBACKS FOR GARAGES AND CARPORTS

▬ MINIMUM SETBACK (METRES)

- ANY PART OF A BUILDING THAT IS SITED OUTSIDE OF THE BUILDING ENVELOPE OR SOLAR BUILDING ENVELOPE IS REQUIRED TO BE BUILT TO THE NOMINATED BOUNDARY FOR THE PURPOSE OF R6 AND R7A OF THE SINGLE DWELLING HOUSING CODE

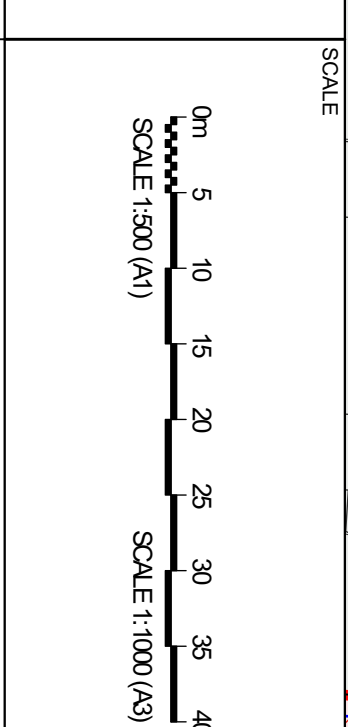


PLANNING AND DEVELOPMENT ACT 2007  
**APPROVAL GRANTED**  
SUBJECT TO THE CONDITIONS SET OUT IN THE  
PLANNING CONTROL PLAN PROVISIONS AS PER DRAFT  
MACNAMARA PREINCT CODE  
PLANNING TO SECTION 162  
Delegate name DATE BILLING  
28/7/2025  
Date



AMENDMENT DETAILS					
	DESIGN	DRAWN	CHECK	APPROVED	DATE
A	JM	JM	OT	OT	28/09/23
B	JM	JM	BR	BR	15/05/24
C	JM	JM	BR	BR	10/2/25
D					
E					
F					
G					
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I					
J					
K					
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Q					
R					
S					
T					
U					
V					
W					
X					
Y					
Z					

ESTATE DEVELOPMENT PLAN	
STATUS	DATE
DATE21/09/24	



CLIENT/CONSULTANTS

Ginninderry

egis

redbox design group

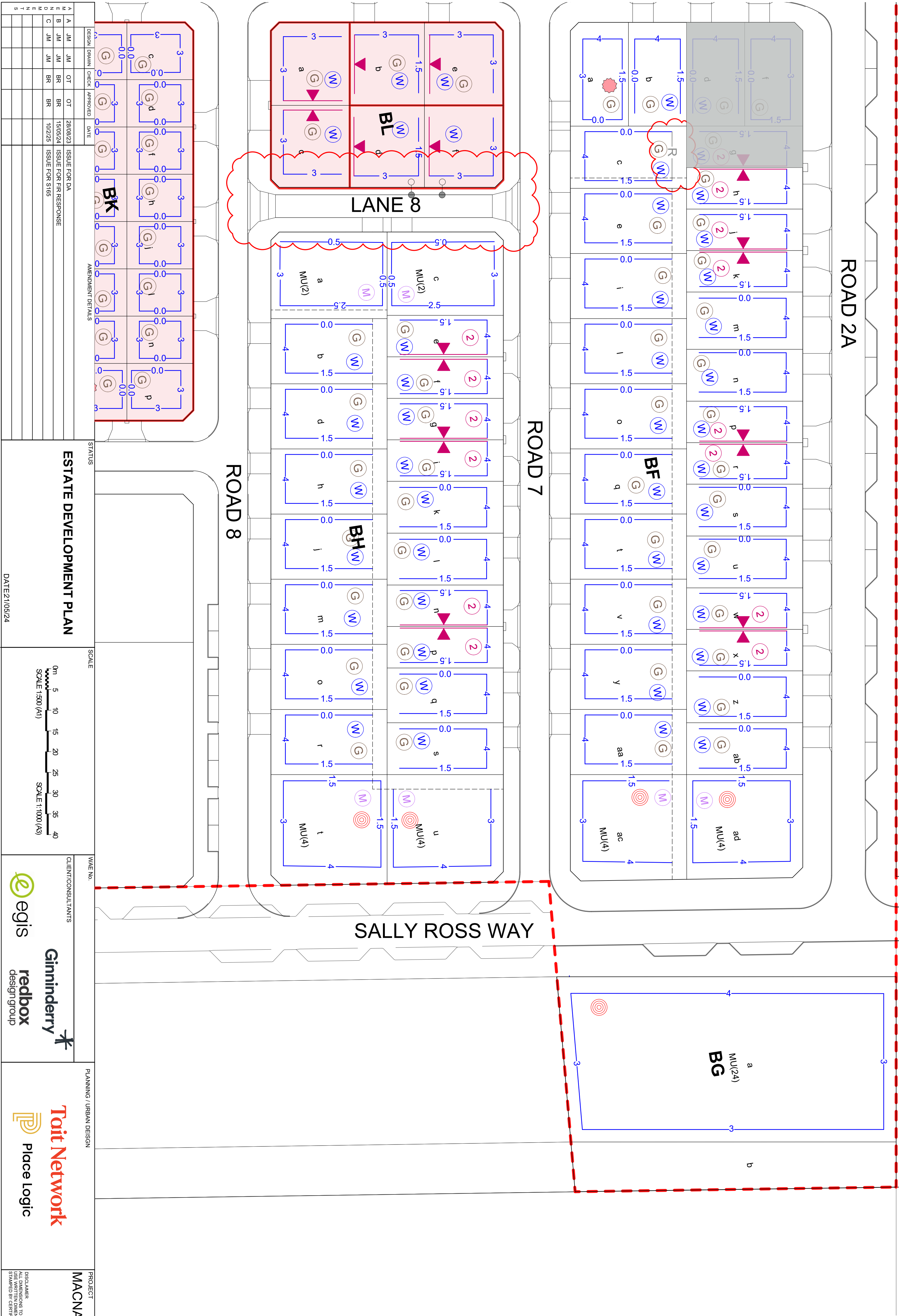
PLANNING / URBAN DESIGN

Tait Network

Place Logic

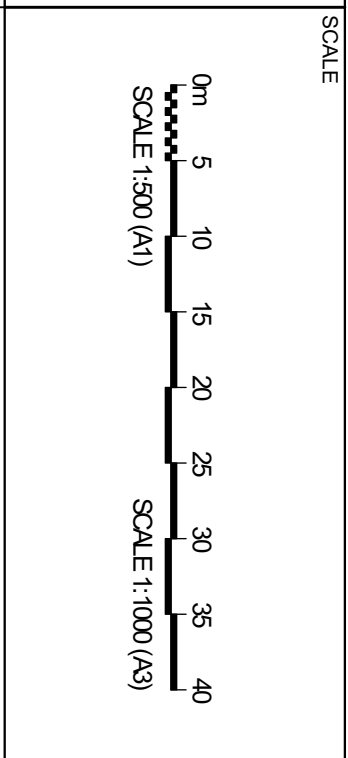
PROJECT	
MACNAMARA EDP 2	
DRAWING TITLE	
PLANNING CONTROLS PLAN SHEET 2 OF 7	
PROJECT NO.	DRAWING NO.
21-000393E1.31.02	C





DESIGN		CHECK		APPROVED		DATE	
A	JM	JM	OT	OT		26/06/23	ISSUE FOR DA
B	JM	JM	BR	BR		15/09/24	ISSUE FOR FIR RESPONSE
C	JM	JM	BR	BR		10/02/25	ISSUE FOR S166
D							
E							
F							
G							
H							
I							

STATUS	
ESTATE DEVELOPMENT PLAN	



CLIENT/CONSULTANTS

**Ginninderry**

**redbox** design group

PLANNING / URBAN DESIGN

**Tait Network**

**Place Logic**

PROJECT		DRAWING TITLE	
MACNAMARA EDP 2		PLANNING CONTROLS	
		PLAN SHEET 3 OF 7	
DISCLAIMER: ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR PRIOR TO CONSTRUCTION. SCALE NOT TO EXCEED CONSTRUCTION UNLESS STATED BY CERTIFYING AUTHORITY.		PROJECT NO.	21-000393E1.31.03
		DRAWING NO.	C

LEGEND

- COMMON LEGEND FOR ALL PLANNING CONTROLS PLANS.  
NOT ALL ITEMS LISTED WILL APPEAR ON THIS SHEET
- PLANNING CONTROL PLAN PROVISIONS AS PER DRAFT  
MACNAMARA PREINCENT CODE
- MACNAMARA EDP2 BOUNDARY
  - INDICATIVE FUTURE DEVELOPMENT SUBJECT TO TRANSMISSION LINE RELOCATION AND FUTURE EDP SUBMISSION

GENERAL CONTROLS

- L LIMITED DEVELOPMENT POTENTIAL
- I INTEGRATED DEVELOPMENT PARCEL
- S MANDATORY SURVEILLANCE BLOCK
- # BLOCKS 500m² TO <550m² SUBJECT TO MIDSIZE BLOCK PROVISIONS
- NOISE AFFECTED BLOCKS

- G GARAGE MUST BE A MINIMUM OF 1.5M BEHIND THE FRONT BUILDING LINE
- R NOMINATED AS REAR BOUNDARY
- E EASEMENT

- MAXIMUM BUILDING HEIGHT 8.5M FOR PART OF BLOCK WITHIN 9 METRES OF SOUTHERNMOST BOUNDARY
- BLOCK SUBJECT TO COMMUNITY TITLED SCHEME
- GATE, STREET ADDRESS AND LETTERBOX TO BE OFF LANE (AS INDICATED)

- BLOCKS WITH ALTERNATE R37A PROVISIONS TO THE SPHDC
- BLOCKS EXEMPT FROM R3 AND R6 OF THE WATERWAYS: WATER SENSITIVE URBAN DESIGN GENERAL CODE. DETENTION AND WATER QUALITY TARGETS HAVE BEEN FULLY MET DOWNSTREAM
- MINIMUM 2 STORIES

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- PPOS MINIMUM DIMENSIONS 3m x 4m
- PPOS
- B - MINIMUM AREA 12m² WITH A MINIMUM DIMENSION 1.8M
- MANDATORY REQUIREMENT TO BE DELIVERED AT UPPER FLOOR LEVEL
- P - ONLY ONE ON BLOCK PARKING SPACE REQUIRED

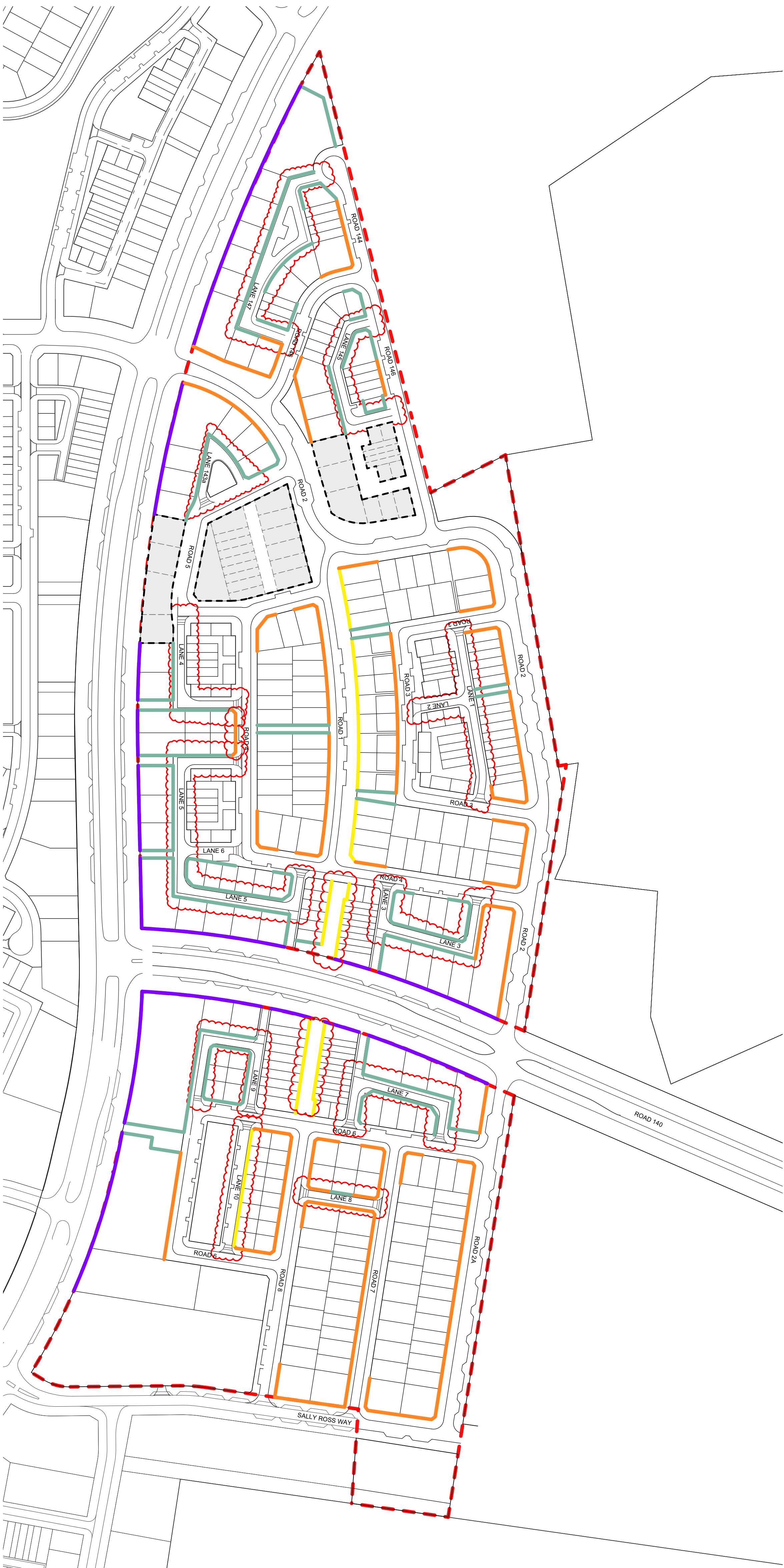
BUILT FORM SETBACKS

- MINIMUM BOUNDARY SETBACKS APPLY TO ALL FLOORS EXCEPT SIDE SETBACKS FOR GARAGES AND CARPORTS
- MINIMUM SETBACK (METRES)
- ANY PART OF A BUILDING THAT IS SITED OUTSIDE OF THE BUILDING ENVELOPE OR SOLAR BUILDING ENVELOPE IS REQUIRED TO BE BUILT TO THE NOMINATED BOUNDARY FOR THE PURPOSE OF R6 AND R7A OF THE SINGLE DWELLING HOUSING CODE



# Appendix C





COMMON LEGEND FOR ALL BLOCK COMPLIANCE PLANS  
NOT ALL ITEMS LISTED WILL APPEAR ON THIS SHEET.

- FENCING CONTROL APPLIES TO ALL COURTYARD WALLS AND FENCES FORWARD OF THE BUILDING LINE.

FENCING CONTROL APPLIES TO ALL COURTYARD WALLS AND FENCES FORWARD OF THE BUILDING LINE.

WHERE LOCATED ABOVE RETAINING WALL GREATER THAN 1M, FENCING TO BE SETBACK A MINIMUM OF 600MM FROM THE BOUNDARY, PROVIDING SUFFICIENT SPACE FOR PLANTING. THE MAXIMUM COMBINED HEIGHT OF WALL AND FENCE IS 2.2M FROM THE FOOTPATH.

ALL FENCING MUST NOT EXCEED A 2.5 METRE HEIGHT FROM FINISHED GROUND LEVEL

COURTYARD WALLS ARE TO BE PROVIDED TO NOMINATED BOUNDARIES

## MATERIALS PERMITTED:

- A COMBINATION OF SOLID AND SEMI-TRANSPARENT ELEMENTS AS FOLLOWS:
  - MASONRY OR STONework; AND IF COURTYARD WALL IS OVER 600MM IN HEIGHT THE WALL MUST INCLUDE INFILL PANELS THAT ARE SEMI-TRANSPARENT USING MATERIALS OF DRESSED OR PAINTED HARDWOOD TIMBER OR POWDER COATED ALUMINIUM SLATS (OPENINGS TO BE MINIMUM 100MM).

**MATERIALS NOT PERMITTED:**

CHAIN MESH FENCING  
STANDARD COLORBOND FENCING  
UNTREATED TIMBER SLAT FENCING  
TIMBER SLEEPERS  
POOL FENCING

## SERVICES

## SERVICES

ALL WALLS & FENCES MUST ACCOMMODATE SERVICE REQUIREMENTS FOR WATER METERS AND MINI PILLARS AND ANY OTHER REQUIRED SERVICE. ADDITIONAL SETBACKS AND CLEARANCES AROUND SERVICES ARE PERMITTED.

AMENDMENT DETAILS					STATUS	SCALE	DATE: 21/05/24		
REGION	DRAWN	CHECK	APPROVED	DATE					
A	JM	OT	OT	28/09/23					
B	JM	BR	BR	15/05/24					
C	JM	BR	BR	10/2/25					
D									
E									
F									
G									
H									
ESTATE DEVELOPMENT PLAN							DATE: 21/05/24		
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SCALE 1:200 (A2)							SCALE 1:200 (A2)		
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# Appendix D







# Appendix E

# Landscape Concept Planting Palette

## Edible Plants

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

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

### Small Trees



*Malus domestica*



*Malus domestica* – fruit



*Prunus cerasifera*



*Prunus persica*



*Prunus salicina* - fruit



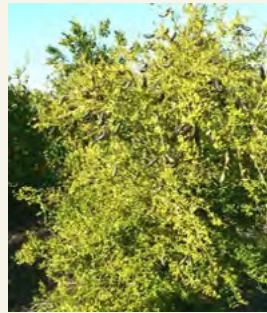
## Large Shrubs



*Citrus limon*

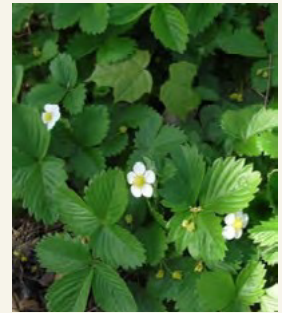


*Feijoa sellowiana*



*Microcitrus australasica*

## Groundcovers



*Fragaria ananassa*

## Small Shrubs



*Rosemarinus officinalis*



*Vaccinium corymbosum*



*Citrus japonica*

# Landscape Concept Planting Palette

## Native Plants

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

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

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

## Large Shrubs (Hedging)



*Banksia marginata*



*Banksia spinulosa*



*Callistemon 'Balls of Fire'*



*Callistemon 'Kings Park'*



*Callistemon 'Red Alert'*



*Grevillea 'Poorinda Peter'*



*Grevillea 'Poorinda Queen'*



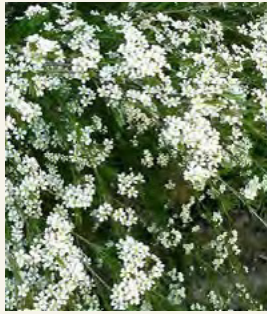
*Grevillea 'Red Hooks'*



## Small Shrubs



*Angiozanthus 'Bush Gem'*



*Baeckea linifolia*



*Grevillea confertifolia*



*Grevillea lanigerav*

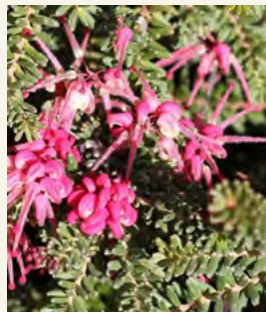
## Small Shrubs (Hedging to Frontage)



*Callistemon viminalis*



*Philotheca myoproides*



*Grevillea baueri*

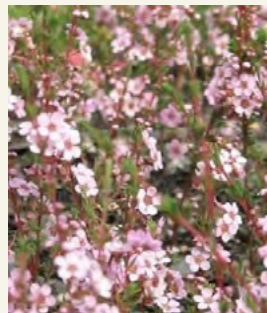


*Westringia 'Grey Box'*

## Groundcover/Climbers



*Acacia cognata 'Limelight'*



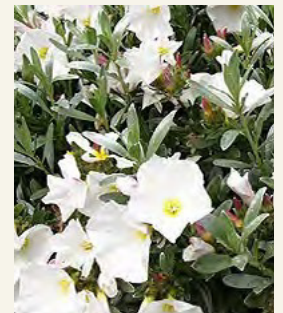
*Astartea fascicularis*



*Banksia 'Birthday Candles'*



*Brachyscome multifida*



*Convolvulus cneorum*



*Grevillea 'Bronze Rambler'*



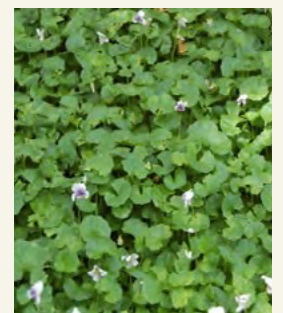
*Hardenbergia violacea*



*Myoporum parvifolium*



*Rhagodia spinescens*



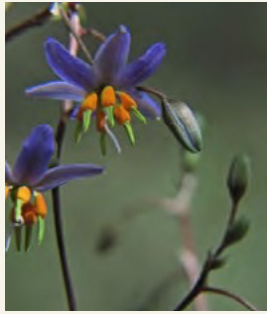
*Viola hederacea*



## Grasses



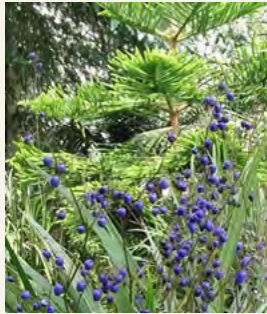
*Camellia sasanqua*



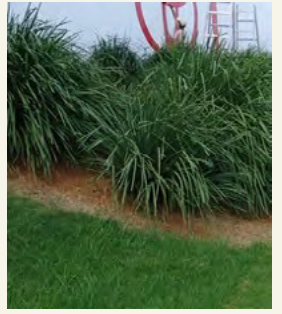
*Cupressus sp.*



*Michelia figo*



*Thuja sp.*



*Viburnum tinus*



*Lomandra 'Tanika'*



*Poa labillardieri*



*Themeda triandra*

# Landscape Concept Planting Palette

## Exotic Plants

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

Code	Botanical Name	Common Name	Mature Plant Size	Container Size	Spacing
Small trees/Large Shrubs					
Acb	Acer buergeranum	Trident Maple	5m x 3m	100L	
Acj	Acer japonicum	Japanese Maple	5m x 5m	100L	
Cil	Citrus x Lemon	Lemon	-	25L/300mm	1.5/m2
Cra	Cordyline Australis	Cabbage Tree	2m x 1.5m	5L/200mm	3/m <sup>2</sup>
CNc	Cornus capitata	Evergreen Dogwood	3m x 3m	25L/300mm	1.5/m <sup>2</sup>
Dyk	Diospyros kaki	Japanese Persimmon	6-8m x 6m	100L	-
Dia	Dicksonia antarctica	Soft Tree Fern	2-4m x 2.5m	25L/300mm	-
Kop	Koelreuteria paniculata	Golden Rain Tree	5m x 8m	100L	-
Lai	Lagerstroemia indica	Crepe Myrtle	3m x 2m	25L/300mm	-
MGI	Magnolia grandiflora 'Little Gem'	-	6m x 3m	100L	-
Mgso	Magnolia soulangeana	Saucer Magnolia	4m (h)	100L	-
Mgst	Magnolia stellata	Star Magnolia	4-6m x 4.5m	100L	-
Pcp	Prunus cerasifera 'Pissardii'	Cherry Plum	5m x 5m	100L	-
Pcs	Prunus cerasifera 'Spire'	Black Cherry Plum	6m x 2m	100L	-
Pyc	Pyrus calleryana	Ornamental Pear	11m x 4m	100L	-
Large Shrubs (Hedging)					
CAMs	Camellia sasanqua	Sasanqua Camellia	4m x 3m	25L/300mm	1.5/m <sup>2</sup>
Cup	Cupressus sp.	Cypress Sp.	-	25L/300mm	-
Eiv	Escallonia sp. 'Iveyi'	Escallonia	3m x 3m	25L/300mm	1.5/m <sup>2</sup>
MIlf	Michelia figo	Port Wine Magnolia	2m x 2m	25L/300mm	1.5/m <sup>2</sup>
Pitt	Pittosporum tenuifolium 'Green Pillar'	Pittosporum	3m x 2m	25L/300mm	1.5/m2
Pla	Prunus laurocerasus	Cherry Laurel	5m x 3m	25L/300mm	-
Plu	Prunus lusitanica	Portugese Laurel	4m x 2m	25L/300mm	-
THj	Thuja Sp.	Cedar Sp.	-	25L/300mm	-
VIO	Viburnum odoratissimum	Sweet Viburnum	4-6m x 4m	25L/300mm	1.5/m <sup>2</sup>
VIT	Viburnum tinus	Lauristinus	3m x 3m	25L/300mm	1.5/m <sup>2</sup>

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

## Grasses



*Liriope 'Evergreen Giant'*



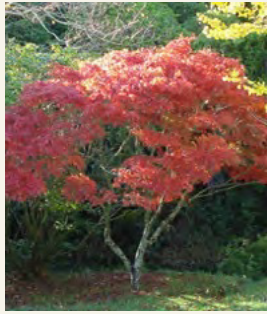
*Ophiopogon 'Nigrescens'*



## Small Trees/ Large Shrubs



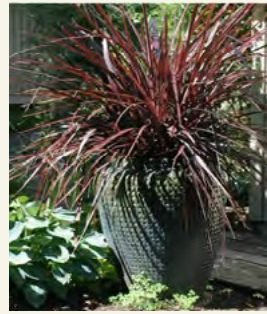
*Acer buergerianum*



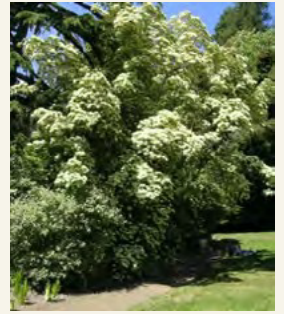
*Acer japonicum*



*Citrus x limon*



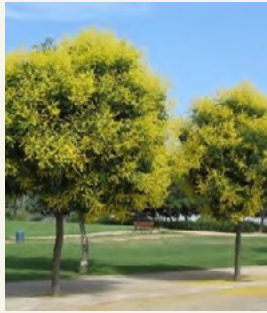
*Cordyline australis*



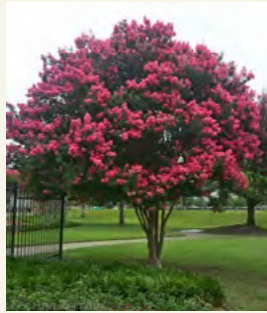
*Cornus capitata*



*Diospyros kaki*



*Koelreuteria paniculata*



*Lagerstroemia indica*



*Magnolia grandiflora*



*Magnolia soulangeana*



*Magnolia stellata*



*Prunus cerasifera 'Pissardii'*



*Prunus cerasifera 'Spire'*



*Ptrus calleryana*

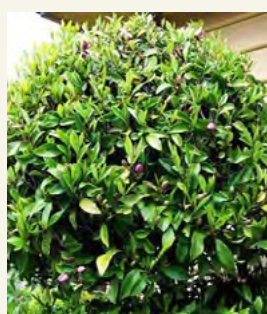
## Large Shrubs (Hedging)



*Camellia sasanqua*



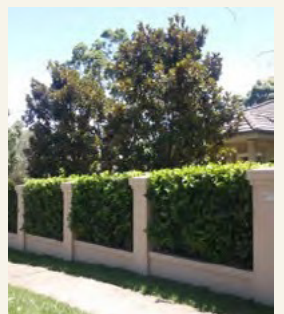
*Cupressus sp.*



*Michelia figo*



*Thuja sp.*



*Viburnum tinus*



## Small Shrubs



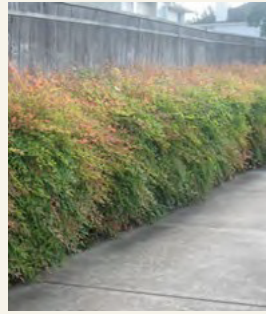
*Camellia sasanqua*



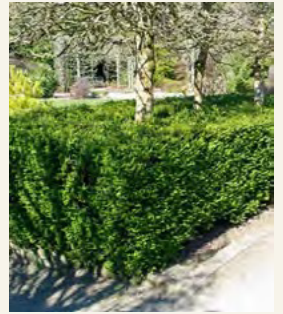
*Cupressus sp.*



*Michelia figo*



*Thuja sp.*



*Viburnum tinus*

## Small Shrubs (Hedging to Frontage)



*Abelia grandiflora*



*Buxus sempervirens*

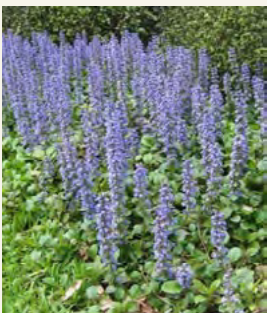


*Choisya ternata*



*Gardenia augusta*

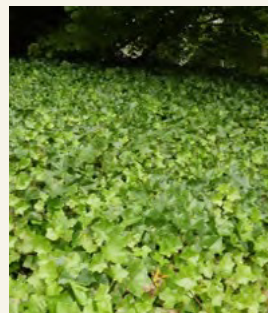
## Groundcover/Climbers



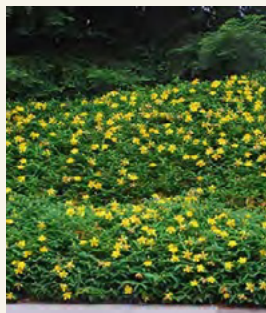
*Ajuga reptans*



*Coprosma x 'Kirkii'*



*Hedera canariensis*



*Hypericum calycinum*



*Rosmarinus lavandulaceus*



*Trachelospermum sp.*



*Vitis amurensis*

# Pest Plant List

## Not for use at Ginninderry

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

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



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

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

# Housing Development Requirements Application Form

# Design Application Form

Please fill in and submit to [designs@ginninderry.com](mailto:designs@ginninderry.com)

(A Design re-submission administration fee will apply after the 1<sup>st</sup> 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](mailto: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. Planting / 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

## 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	<input type="checkbox"/> Woodland Grey	

## Facia & Gutters

<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	<input type="checkbox"/> Woodland Grey	

## 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	<input type="checkbox"/> Woodland Grey		

## Window Frames

<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	<input type="checkbox"/> Woodland Grey	

## 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	<input type="checkbox"/> Woodland Grey			



Fence Colour - Colorbond

Side and Rear Boundary Fencing

☐ 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			

External Colours and Finishes Schedule:

All specified colours and materials for the building’s exterior must be listed below. Please include brand, specification, profile and colour of proposed materials, sample photos/swatches should also be provided.

	Brand	Type/Range:	Colour
Bricks:			
Cladding 1:			
Cladding 2:			
Feature Material:			
Sunhoods/awnings:			
Retaining walls:			
Courtyard walls:			
Mailbox:			

F.O. Feature area only

# Sustainability Schedule

Block		Section		Size (m²)	
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Minimum Requirements as per element 2.0 Efficient Home Design

## Solar PV Array

<250m²: 2kW 251<350m²: 3kW 351<500m²: 4kW >500m²: 5kW	Size (kW)
--	-----------

Home Energy Management System	<input type="checkbox"/> Evergen <input type="checkbox"/> Reposit (battery only)
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**Inverter:** Must be compatible with Home Energy Management System selected above

Brand	
Model No.	

## Battery (optional):

Brand	
Size (kWh)	

**Hot Water System:** Temperature range to -5C

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

\*Include model of storage tank and solar collectors (if applicable)

## Air Conditioning System (if installed):

EER/COP Min: >3/>3.5 SPL Heat/Cool: <57/<57 at 1.0m Temp range: -10°C to 43°C	<input type="checkbox"/> RCAC <input type="checkbox"/> Other, please specify
---	---

Brand			
Indoor Model No.			
Outdoor Model No.			
EER		COP	
SPL Cooling		SPL Heating	

**Rainwater Tank:** Must be connected to a toilet, laundry cold water and external taps

<250m²: n/a 251<350m²: 2,000Lt 351<599m²: 4,000Lt 600<800m²: 8,000Lt >801 m²: 10,000Lt	Size (L)
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## 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: (Includes all sink mixers, bath mixers, shower heads, toilet suites)

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

# Front Landscaping Application Form

## Property details

Block	
Section	
Block size	
Suburb	

## Purchaser details

Name	
Phone	
Mobile	
Email	
Application date	
Anticipated move in date	
Preferred start date	
Preferred finishes & plants*	

## Required documents

### 1. Front Landscaping Application Form

### 2. Approved 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
- Services and easements
- Finished floor levels for the house and garage as well as gradient of driveway

## Please note:

1. Following receipt of your application a representative from a Ginninderry nominated landscape company will organise a consultation and develop a landscape plan for your front garden
2. Typical front garden finishes are indicated on the example block plan diagrams within Part 1 of the Ginninderry Housing Design Requirements.
3. We are unable to assess your application until we receive all required documents.
4. The front landscape offer covers soft landscaping works only.
5. Submit this form up to 12 weeks before your anticipated move in date.
6. Typical native, exotic and edible plant species suitable for use at Ginninderry are available. Refer to Building Resources on the website for more information.
7. We will provide a minimum of 2 trees in the landscape package

\*Subject to availability

**Ginninderry** 

## ANNEXURE H – CLEARANCE CERTIFICATE

SPECIMEN



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.

<b>Reference number</b>	2410894950853
<b>Vendor name</b>	SUBURBAN LAND AGENCY
<b>Vendor address</b>	480 NORTHBOURNE AVENUE DICKSON ACT 2602
<b>Clearance certificate period</b>	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](https://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**.