

**SUBURBAN LAND AGENCY
FIRST GRANT CONTRACT – LAND READY
SCHEDULE**



ACT
Government

Suburban Land
Agency

DATE OF THIS CONTRACT				
LEASE DETAILS				
LAND		Block	Section	Division/District
				Macnamara
OCCUPANCY		Vacant Possession		
CO-OWNERSHIP	Mark one	☐ Tenants in common (Show shares)		☐ Joint Tenants
	See clause 16			
SELLER DETAILS				
SELLER	Full name	Suburban Land Agency		
	ACN/ABN	27 105 505 367		
	Address	480 Northbourne Avenue, Dickson ACT 2602		
SELLER'S SOLICITOR	Firm	MV Law		
	Ref	Christine Murray/Rebecca Rezuk		
	Phone	02 6279 4499		
	Fax	02 6279 4455		
	Address	GPO Box 764 Canberra City ACT 2601		
	Email	ginninderry@mvlaw.com.au		
BUYER DETAILS				
BUYER	Full Name			
	ACN/ABN			
	Address			
BUYER'S SOLICITOR	Firm			
	Ref			
	Phone			
	Fax			
	DX/Address			
	Email			
PAYMENT DETAILS				
RESIDENTIAL WITHHOLDING TAX	See clause 41	New Residential Premises?	☒ No	☐ Yes
		Subdivision of potential residential land?	☐ No	☒ Yes
		Buyer required to make a withholding payment?	☐ No	☒ Yes
FOREIGN RESIDENTIAL WITHHOLDING TAX	See clause 40	Clearance certificate attached?	☐ No	☒ Yes
PRICE	Price	\$ (The Price is GST inclusive)		
	Less Deposit	\$ (10% of Price)		
	Balance	\$		
COMPLIANCE BOND	See clause 5	\$7,500 ☐ Or \$10,000 ☐		
EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE	See clause 3.2	60 days after the Date for Completion		

DATE FOR COMPLETION	<i>See clause 4</i>	In accordance with clause 4.1
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ANNEXURES

STANDARD ANNEXURES	Documents annexed to this Contract	Annexure A – Deposited Plan Annexure B – Specimen Lease Annexure C – Special Conditions Annexure D – Director's Guarantee Annexure E – Clearance Certificate Annexure F – Housing Design Requirements
SPECIAL CONDITIONS	Indicate whether any special conditions apply	☒ Yes ☐ 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:		If an individual: Buyer signature:	
Delegate name:		Buyer name:	
Witness signature:		Buyer signature:	
Witness name:		Buyer name:	
		Witness signature:	
		Witness name:	

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

If a company: Director signature:	
Director name:	
Director/secretary signature:	
Director/secretary name:	

RW AMOUNT

(Residential Withholding Payment) – Further Details

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

Supplier	Name	Suburban Land Agency		
	ABN	27 105 505 367	Phone	(02) 6205 0600
	Business address	480 Northbourne Avenue, Dickson ACT 2602		
	Email	suburbanlandaccounts@act.gov.au		
Residential Withholding Tax	Supplier's portion of the RW Amount:			100%
	RW Percentage:			7%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			\$
	Is any of the consideration not expressed as an amount in money?			☐ Yes ☒ No
	If 'Yes', the GST inclusive market value of the non-monetary consideration:			\$
	Other details (including those required by regulation or the ATO forms):			

1 GRANT OF THE LEASE

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

2 TERMS OF PAYMENT

- 2.1 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 25 and the provisions of clause 26 will apply.

If the Seller does not terminate this Contract in accordance with this clause 2.3 then this Contract remains on foot, subject to this clause 2.3, until either the Seller terminates the Contract pursuant to this clause 2.3, or waives the benefit of this clause 2.3 pursuant to clause 2.6.

- 2.4 If the Second Instalment of the Deposit is not paid on time in accordance with clause 2.1 then the Seller cannot immediately terminate this Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14 days after service of the Default Notice (excluding date of service).
- 2.5 For the avoidance of doubt, the Buyer must pay the full Price to the Seller, on or before Completion.
- 2.6 These clauses 2.1 to 2.6 inclusive are for the benefit of the Seller. The Seller may notify the Buyer in writing that the benefit of these clauses 2.1 to 2.6 inclusive is waived.
- 2.7 The obligations imposed on the Buyer by this clause 2 bind the Buyer notwithstanding any indulgence or extension of time by the Seller to the Buyer.
- 2.8 If this Contract is:
 - (a) rescinded; or
 - (b) terminated due to the default of the Seller;and the Buyer is entitled to a refund of the Deposit, then the Seller must refund the Deposit, or part thereof, within 15 Working Days.

- 2.9 The Seller is not liable to pay interest on any refunded Deposit provided that the Deposit (so much of it that has been paid) is refunded to the Buyer in accordance with clause 2.8.
- 2.10 The payment of the Deposit by the Buyer to the Seller does not create a charge over the Land to the value of the Deposit or any other amount.
- 2.11 On the Date for Completion the Buyer must pay to the Seller in Canberra the Balance of the Price, together with any other money payable under this Contract, by unendorsed bank cheque.
- 2.12 Any money payable to the Seller by the Buyer must be paid to the Seller or as the Seller's Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

3 DEPOSIT BOND AND BANK GUARANTEE

- 3.1 The Deposit to be paid pursuant to clause 2.1 may be paid by way of a Deposit Bond or Bank Guarantee for the full amount of the Deposit (i.e. 10% of the Price) provided that at least 3 Working Days prior to the Date of this Contract the Buyer:
- (a) informs the Seller of their intention to provide a Deposit Bond or Bank Guarantee;
 - (b) provides the Seller with a copy of the proposed Deposit Bond or Bank Guarantee for approval; and
 - (c) pays the Seller's legal costs of \$330 (including GST) for the review and approval of the proposed Deposit Bond or Bank Guarantee,
- and the Seller approves the proposed Deposit Bond or Bank Guarantee.
- 3.2 The expiry date for the Deposit Bond or Bank Guarantee must not be earlier than the Earliest Date of Expiry of Deposit Bond or Bank Guarantee specified in the Schedule.
- 3.3 The Deposit Bond or Bank Guarantee must show the Seller as the beneficiary of the Deposit Bond or Bank Guarantee.
- 3.4 The Buyer must pay the amount stipulated in the Deposit Bond or Bank Guarantee to the Seller by unendorsed bank cheque on Completion. Upon receipt of this payment, the Seller must return the original Deposit Bond or Bank Guarantee to the Buyer.
- 3.5 The Buyer is in default if:
- (a) the Deposit Bond or Bank Guarantee has an expiry date prior to the Earliest Date of Expiry of Deposit Bond or Bank Guarantee and 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.
- 3.6 If the Buyer is in default under clause 3.5 it will be deemed to be a failure by the Buyer to pay the First Instalment of the Deposit under clause 2.3, and immediately, and without the notice necessary under clause 25, clause 26 applies.

4 DATE FOR COMPLETION

- 4.1 Completion must take place in Canberra on the Date for Completion. The Date for Completion is 30 Working Days after the date of this Contract
- 4.2 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 7, 10 and 39 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 7, 10 and 39 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.

6 SIGNING OF LEASE

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

7 HOUSING DESIGN REQUIREMENTS

- 7.1 The Buyer must comply with the Housing Design Requirements in respect of any dwelling to be constructed on the Land.
- 7.2 If there is any variation to the Housing Design Requirements prior to Completion, the Seller may notify the Buyer and provide:
- (a) a copy of, or website link to, the final form of the amended document; or
 - (b) the variations,
- to the Buyer prior to Completion.
- 7.3 In the event that a change is made to the Housing Design Requirements from the version that that are current as at the Date of this Contract which causes the Buyer a verifiable loss in excess of 5% of the Price, the Buyer may within 10 Working Days of being notified of the amended Housing Development Requirements rescind this Contract and clause 28 will apply.
- 7.4 No building or improvements are to be erected or altered on the Land without the written endorsement of the Development Manager. This obligation ceases to apply to the Land on Dwelling Completion.
- 7.5 The Development Manager must not unreasonably withhold its endorsement to the erection or alteration of any building or improvement where they are in accordance with the Housing Design Requirements and the approval or consent of all relevant authorities.
- 7.6 The Buyer must obtain from the relevant authorities all approvals necessary to erect any buildings or improvements on the Land and in accordance with the Housing Design Requirements.
- 7.7 The Buyer acknowledges that the Land is ready and is available for inspection.
- 7.8 Subject to clause 7.3, the Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 24 of this Contract in respect of any matter set out in the Housing Design Requirements.
- 7.9 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.

8 VARIATION TO LAND AND HOUSING DESIGN REQUIREMENTS

- 8.1 The Buyer acknowledges that the Specimen Lease, the Housing Design Requirement, 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 undertaken on the Land,
- and may result in one or more of the following:
- (e) minor redefinition of the boundaries of the Land;
 - (f) minor road re-alignment or dedication; or
 - (g) minor variations of the easements relating to the provision of Utility Services.

- 8.2 Any redefinition, road realignment or dedication or variation of easements will be deemed to be minor if it does not materially and detrimentally affect the use of the Land.
- 8.3 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 24 of this Contract in respect of any matter set out in clause 8.1.

9 PLANNING CONDITIONS

- 9.1 The Buyer acknowledges that the Territory Planning Authority is responsible for all statutory development consents and approvals sought by or on behalf of the Buyer in relation to the Land and the Buyer therefore releases the Seller 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.
- 9.2 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.
- 9.3 The Buyer acknowledges that the Territory Planning Authority is responsible for the Territory Plan and the Buyer will make no claim against the Seller whatsoever in this regard.
- 9.4 The Buyer acknowledges that nothing in this Contract (including the Housing Design Requirements) or the fact of Completion implies or means that any required approvals, consents or licences regarding planning, design, siting and any other matters relating to the Buyer's Development of the Land will be granted by the regulatory authorities or other agencies of the Australian Capital Territory with or without conditions.

10 DRIVEWAY CROSSOVERS AND VERGES

- 10.1 The Buyer will be responsible for the construction of the driveway crossover:
- (a) if there is no footpath on the Land, from the kerb to the property boundary; and
 - (b) if there is a footpath on the Land, from the kerb to the property boundary but excluding the footpath which must not be altered in any way.
- 10.2 The Buyer must pay regard to and not damage or affect any footpath located on the Land.
- 10.3 All driveway crossovers are to be approved by the relevant authority.
- 10.4 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 crossovers.
- 10.5 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 at the absolute discretion) of the Seller.

11 FRONT LANDSCAPING

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

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

12 PROPERTY ACT

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

13 NON-CONFORMING TRANSFERS NOT TO BE USED

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

14 ENTIRE AGREEMENT

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

15 NO RELIANCE

- 15.1 Each party has entered into this Contract without reliance upon any representation, statement or warranty (including sales and marketing material and preliminary artwork) except as set out in this Contract.

16 CO-OWNERSHIP

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

17 NON-MERGER

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

18 BUYER RELIES ON OWN ENQUIRIES

- 18.1 The Buyer is not entitled to make any requisitions on the title to the Land.
- 18.2 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 24 of this Contract in respect of:

- (a) a Utility Service for the Land being a joint service or passing through another property, or any Utility Service for another property passing through the Land;
 - (b) a promise, representation or statement about this Contract, the Land or the Lease, not made in this Contract;
 - (c) the size of any service ties for the supply of water on or to the Land;
 - (d) the existence of regrading, fill, or other disability of or upon the Land, whether caused by the Commonwealth of Australia, the Seller, previous occupants of the Land or otherwise;
 - (e) any soil classification in relation to the Land; and
 - (f) anything disclosed in this Contract (except an Affecting Interest).
- 18.3 The Buyer acknowledges, understands and accepts that the existence of 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.
- 18.4 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.
- 18.5 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.

19 SELLER WARRANTIES

- 19.1 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.
- 19.2 The Seller warrants that on Completion:
- (a) the Seller will have the capacity to complete;
 - (b) there will be no unsatisfied judgment, order or writ issued by a court 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.
- 19.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

20 ADJUSTMENTS

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

21 TERMS OF POSSESSION

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

22 INSPECTION OF LAND

- 22.1 The Buyer may on reasonable notice to the Seller inspect the Land during the period 10 Working Days prior to the Date for Completion.
- 22.2 Subject to clause 4.2, the Seller must leave the Land clean and tidy on Completion.

23 ERRORS AND MISDESCRIPTIONS

- 23.1 The Buyer will be entitled to compensation on Completion (and the Price will be reduced accordingly) in full and final settlement if the Buyer suffers a loss as a result of an error of any kind or misdescription, and the Buyer makes a claim for compensation before Completion.
- 23.2 This clause 23 applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.
- 23.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

24 COMPENSATION CLAIMS BY BUYER

- 24.1 This clause 24 applies to claims for compensation arising out of this Contract made by the Buyer against the Seller including claims under clause 23.
- 24.2 To make a claim for compensation (including a claim under clause 23) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:
- (a) the Seller can rescind if in the case of a claim that is not a claim for delay:
 - (i) the Seller gives notice to the Buyer of an intention to rescind; and
 - (ii) the Buyer does not give notice to the Seller waiving the claim within 10 Working Days after receiving the notice; and
 - (b) if the Seller does not rescind under clause 24.2(a) the Parties must complete (without any deduction to the Price) and:
 - (i) the claim must be finalised (subject to clause 24.2(b)(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.

25 NOTICE TO COMPLETE AND DEFAULT NOTICE

- 25.1 If Completion does not take place by the Date for Completion, either party may, at any time after the Date for Completion, serve on the other party a Notice to Complete.
- 25.2 A Notice to Complete must appoint a time during business hours and a date being not less than 10 Working Days after service of the Notice to Complete (excluding the date of service) by which, and a place in Canberra at which, to complete this Contract.
- 25.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
 - (a) not be in default; and
 - (b) be ready, willing and able to complete but for some default or omission of the other party.
- 25.4 Completion at the time, date and place specified in the Notice to Complete is an essential term.
- 25.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 25.6 A Default Notice must:
 - (a) specify the default; and
 - (b) require the party served with the Default Notice to rectify the default within 10 Working Days after service of the Default Notice (excluding the date of service).
- 25.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 25.8 The time specified in a Default Notice to rectify the specified default is an essential term.

- 25.9 Clauses 26 or 27 will apply as applicable where the party served does not comply with the Notice to Complete or the Default Notice issued in accordance with this clause 25.
- 25.10 If the Party serving a notice under this clause 25 varies the time referred to in the notice at the request of the other party:
- (a) the time agreed to in the variation remains an essential term; and
 - (b) the consent to the variation must be in writing and be served on the other party.
- 25.11 The parties agree that the time referred to in clauses 25.2 and 25.6(b) is fair and reasonable.

26 TERMINATION – BUYER’S DEFAULT

- 26.1 If the Buyer does not comply with a Notice to Complete or a Default Notice served by the Seller or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate this Contract and may then either:
- (a) sue the Buyer for breach; or
 - (b) re-sell the Land and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer’s default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Land within 12 months of termination.
- 26.2 Subject to clause 26.3, if this Contract is terminated by the Seller pursuant to clause 26.1, the Seller is not required to refund the Deposit to the Buyer and the Deposit is forfeited to the Seller without further notice to the Buyer.
- 26.3 The Seller must refund the portion of the Deposit which exceeds 10% of the Price (if any).
- 26.4 In addition to any money forfeited to the Seller under clause 26.2, the Seller may retain on termination any other money paid by the Buyer (not including the Deposit) as security for any damages awarded to the Seller arising from the Buyer’s default provided that proceedings for the recovery of damages are commenced within 12 months of termination.
- 26.5 For the avoidance of doubt, if the Deposit is paid by Deposit Bond or Bank Guarantee in accordance with clause 3, and the Seller is entitled to terminate in accordance with clause 26.1, the Buyer acknowledges that the Seller is entitled to, and may, call upon the Deposit Bond or Bank Guarantee immediately after serving the termination notice.

27 TERMINATION – SELLER’S DEFAULT

- 27.1 If the Seller does not comply with a Notice to Complete or a Default Notice served by the Buyer or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- (a) terminate and seek damages; or
 - (b) enforce without further notice any other rights and remedies available to the Buyer.
- 27.2 If this Contract is terminated by the Buyer pursuant to clause 27.1, the Deposit must be refunded to the Buyer within 15 Working Days without any further authority being necessary.

28 RESCISSION

- 28.1 If this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- (a) the Deposit and all other money paid by the Buyer must be refunded to the Buyer within 15 Working Days without any further authority being necessary; and
 - (b) neither party is liable to pay the other any amount for damages, costs or expenses.

29 DAMAGES FOR DELAY IN COMPLETION

- 29.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- (a) interest on the Price at the rate of 10% per annum calculated on a daily basis from the Date for Completion to Completion (inclusive); and
 - (b) the amount of \$660.00 (including GST) to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 5 Working Days after the Date for Completion.
- 29.2 The party at fault must pay the amount specified in clause 29.1 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 29.3 The parties agree that:
- (a) the amount of any damages payable under clause 29.1(a) to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion; and
 - (b) the damages must be paid on Completion.

30 FOREIGN BUYER

- 30.1 The Buyer warrants that the Commonwealth Treasurer cannot prohibit and has not prohibited the grant of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).
- 30.2 This clause 30 is an essential term.

31 GST

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

32 INSOLVENCY

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

33 POWER OF ATTORNEY

- 33.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

34 NOTICES CLAIMS AND AUTHORITIES

- 34.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 34.2 To serve a notice a party must:
- (a) leave it at; or
 - (b) send it by a method of post requiring acknowledgement of receipt by the addressee to,
- the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract, or:
- (c) serve it on that party's solicitor in any of the above ways; or
 - (d) send it by email to an email address of that party's solicitor specified on the Schedule, or otherwise as notified from time to time and, unless the receiving party indicates by immediate automatic response that the email address is unattended, the notice is taken to have been received at the time it was sent and if not sent before 5:00pm on a Working Day, on the next Working Day.
- 34.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 34.4 If a notice is served in accordance with clause 34.2(a), the notice is taken to have been received on the day that it is delivered or, if not delivered before 5:00pm on a Working Day, on the next Working Day.
- 34.5 If a notice is served in accordance with clause 34.2(b), the notice is taken to have been received on the day 2 Working Days after it was posted.

35 BUSHFIRE PROTECTION

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

36 CAT CONTAINMENT

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

37 GEOTECHNICAL INFORMATION

- 37.1 The Seller will make available to the Buyer, prior to Completion, a site classification certificate with respect to the Land.
- 37.2 The Seller warrants that any fill placed on the Land arising out of the Seller's undertaking works on the Land will be compacted to 'Level 1 Inspection and Testing' in accordance with Australian Standard AS3798-2007.

38 PRIVACY

- 38.1 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 or the Seller pursuant to this Contract is held and used in accordance with the Ginninderry Privacy Policy and Ginninderry Privacy Collection Notice.

- 38.2 The Buyer consents to the Development Manager'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 the providers of Household Energy Packages;
 - (i) to Evergen and any other home energy management system provider that the Development Manager has a data sharing agreement with;
 - (j) 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
 - (k) in other circumstances where the Seller or the Development Manager is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

39 MANDATORY SUSTAINABILITY REQUIREMENTS

- 39.1 The Buyer agrees, in compliance with the Housing Design Requirements, to comply with the Sustainability and Waste Management Requirements.
- 39.2 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.
- 39.3 The Seller and the Development Manager may engage a service provider at the cost of the Seller, to provide waste management services to the Land (**Nominated Waste Provider**). If the Buyer wishes to engage the services of the Nominated Waste Provider then the Buyer will need to follow the then current process (if any) for such engagement. If the Buyer does engage the Nominated Waste Provider to provide waste management services to the Land then the Buyer will, for the duration of such engagement, be deemed to have complied with the waste management component of the Housing Design Requirements.

- 39.4 The Buyer acknowledges that the Seller is not responsible for the acts or performance of any supplier identified in the Sustainability and Waste Management Requirements.

40 FOREIGN RESIDENT WITHHOLDING TAX

- 40.1 In this clause 40, 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 40.5 and 40.6, 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.

- 40.2 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.

- 40.3 If clause 40.2 does not apply, then:

- (a) the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 40.3(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 40.3(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 40.3(c) in payment of the Withholding Amount following Completion.

- 40.4 If clause 40.3 applies and the parties do not comply with clause 40.3(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 40.4.

- 40.5 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 40.6 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.
- 40.7 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.

41 RESIDENTIAL WITHHOLDING TAX

Warning: The following clauses 41.1 to 41.14 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 41.1 In this clause 41 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.
- 41.2 The Seller must provide the Buyer with the RW Amount Information no later than 28 days prior to the Date for Completion.
- 41.3 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.
- 41.4 The following clauses 41.5 to 41.14 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 41.5 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 41.2 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.
- 41.6 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.

- 41.7 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.
- 41.8 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.
- 41.9 The Seller must forward the unendorsed bank cheque provided under clause 41.8 to the ATO within 5 Working Days following Completion and provide the Buyer with evidence of payment of the RW Amount to the ATO.
- 41.10 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.
- 41.11 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.
- 41.12 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 41.8 to the ATO.

Potential Residential Land

- 41.13 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.
- 41.14 Where the Buyer has provided the statement referred to in clause 41.13, 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).

42 SERVICE PROVIDERS

- 42.1 The Buyer acknowledges and understands that the Seller is not a Utility Service provider and any works undertaken on the Land by the Seller do not include actual connections to services, substations or transformers that may be required for such connections.

- 42.2 The Buyer will be responsible for contacting all relevant service providers for Utility Services as soon as practicable to arrange servicing of the Land by those service providers to avoid delays to their developments caused as a consequence of being unable, for example, to access water or power.
- 42.3 The Seller does not routinely provide and will not warrant the location of any future substations.

43 DIRECTOR'S GUARANTEE

- 43.1 Where the Buyer is a corporation, all directors of that corporation must guarantee that corporation's performance of its obligation under its obligations under this Contract.
- 43.2 The guarantee is to be in the form attached as Annexure D.

44 COMMONWEALTH SANCTIONS

- 44.1 In this clause 44, 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)*.

- 44.2 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.
- 44.3 The Buyer must not, prior to Completion, become a Designated Person or be named as a person or entity on the Consolidated List.
- 44.4 The Buyer must immediately notify the Seller if it breaches clause 44.3.
- 44.5 Clauses 44.2 and 44.3 are essential terms.
- 44.6 If the Buyer breaches the warranty in clause 44.2 or breaches clause 44.3 then immediately and without the notice otherwise necessary under clause 25, clause 26 applies.

45 DEFINITIONS

- 45.1 Definitions appear in the Schedule and as follows:

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

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

Balance of the Price means the Price less the Deposit;

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

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 and, if none is identified in the Schedule, \$7,500;

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

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

Deposit means the amount specified in the Schedule 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 the deposited plan annexed to this Contract at Annexure A;

Development has the meaning in the Planning Act;

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

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

- (a) a Certificate of Occupancy has issued;
- (b) a Certificate of Compliance has issued;
- (c) the dwelling erected on the Land corresponds with the one for which endorsement was given by the Development Manager under clause 7.4;
- (d) clause 39 has been complied with; and
- (e) 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;

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

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

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

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

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

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

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

Housing Design Requirements means the Ginninderry Housing Design Requirements attached at Annexure G as amended from time to time;

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

Income means the rents and profits derived from the Land;

Insolvency Event means the following:

- (a) where the Buyer is a natural person and:
 - (i) the Buyer authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors;
 - (ii) a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or
 - (iii) the Buyer commits an act of bankruptcy; or
- (b) where the Buyer is a body corporate and:
 - (i) the Buyer becomes, or attempts are made for the Buyer to become an externally administered body corporate in accordance with the *Corporations Act 2001* (Cth); or
 - (ii) a controller (as defined by the *Corporations Act 2001* (Cth)) is appointed, or attempts are made to have a controller appointed for any of the Buyer's assets;

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

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

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

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

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

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

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

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

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 B;

Sustainability and Waste Management Requirements means the minimum sustainability 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 and includes, in relation to sustainability, the Household Energy Package;

Supply has the meaning in the GST Law;

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

46 INTERPRETATION

46.1 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.

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

46.3 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.

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

ANNEXURE A – DEPOSITED PLAN

SPECIMEN

DEPOSITED PLAN
16601/1

TITLE INFORMATION

AMENDS N/A

X PLAN X23048

PLAN OF

BLOCKS 1 - 14 SECTION 36
BLOCKS 1 - 45 SECTION 37
BLOCKS 1 - 31 SECTION 38

DIVISION : MACNAMARA
DISTRICT : BELCONNEN
AUSTRALIAN CAPITAL TERRITORY



I, STUART MURRAY MASON of Spire Australia Pty Ltd, a surveyor authorised to work in the ACT under Automatic Deemed Registration certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 10 APRIL 2025

8 MAY 2025

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

12/5/2025

Greg Ledwidge
Surveyor-General of the ACT

Date:

LEGEND AND NOTES

Subject Boundary	=====
Adjoining Boundary	=====
Easement	-----
Territorial Boundary	---+---
District Boundary	---+---
Division Boundary	-----

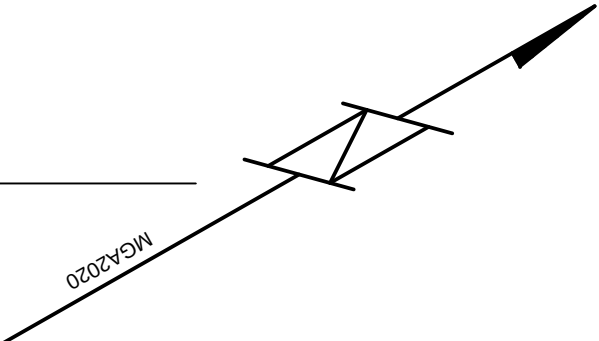
S&D PROPOSED SEWERAGE & DRAINAGE
SERVICE LAYOUT OF VIDE

SA PROPOSED SEWERAGE EASEMENT 2.5 WIDE

ALL EASEMENTS ARE 2.5 METRES WIDE
(EXCEPT AS OTHERWISE SHOWN)

15/05/2025 at 10:55am

SHEET 1 OF 6 SHEETS



ILMA

STONE

WAY

10

LOOP

ALICE

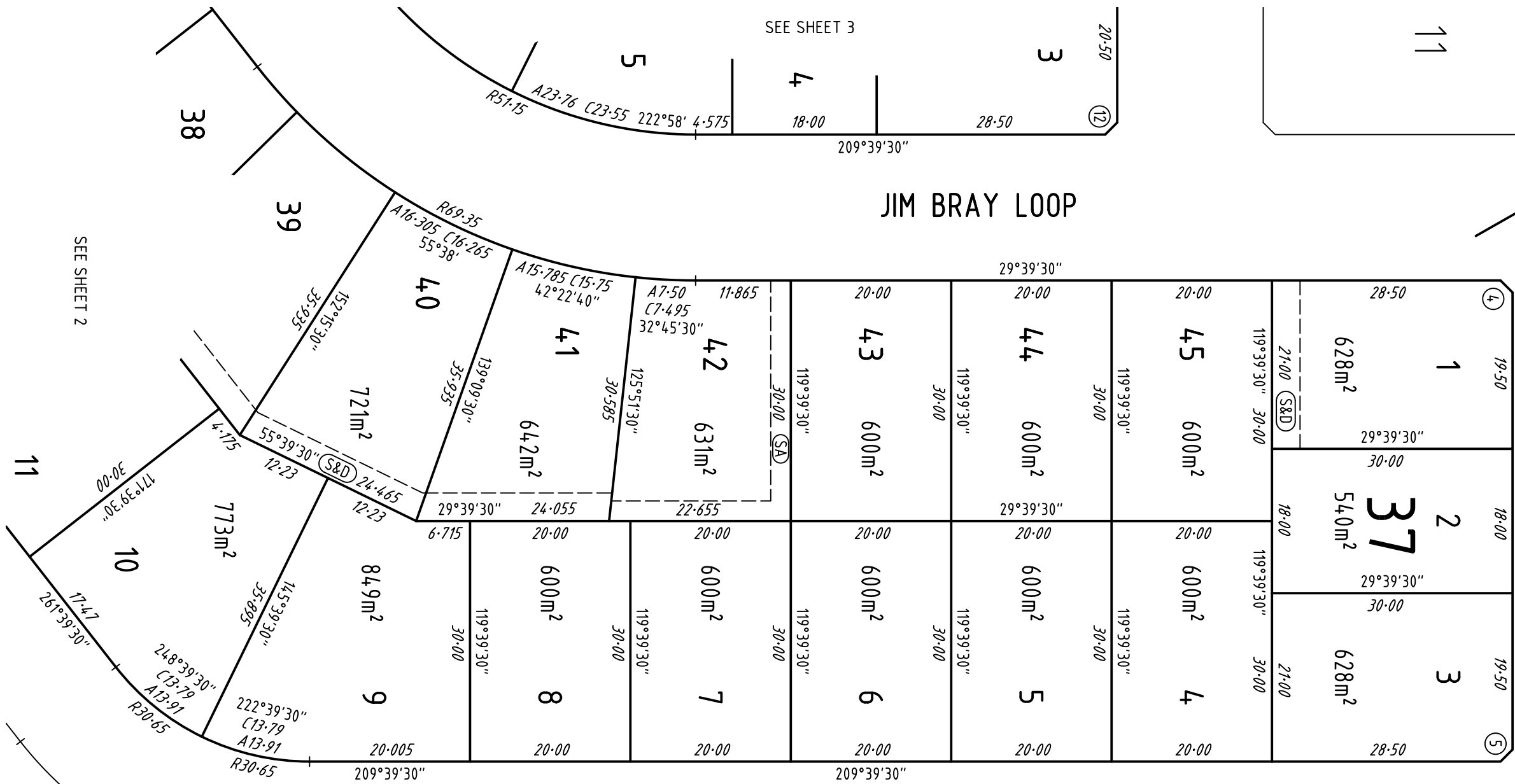
ANDERSON

TERRACE

JIM BRAY LOOP

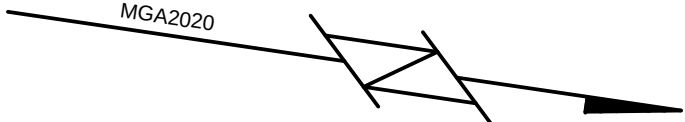
JIM BRAY

SEE SHEET 3



SHORT LINE TABLE			
LINE	BEARING	DISTANCE	RADIUS
①	155°09'30"	2-13	
②	344°39'30"	2-12	
③	74°39'30"	2-12	
④	74°39'30"	2-12	
⑤	164°39'30"	2-12	
⑫	164°39'30"	2-12	

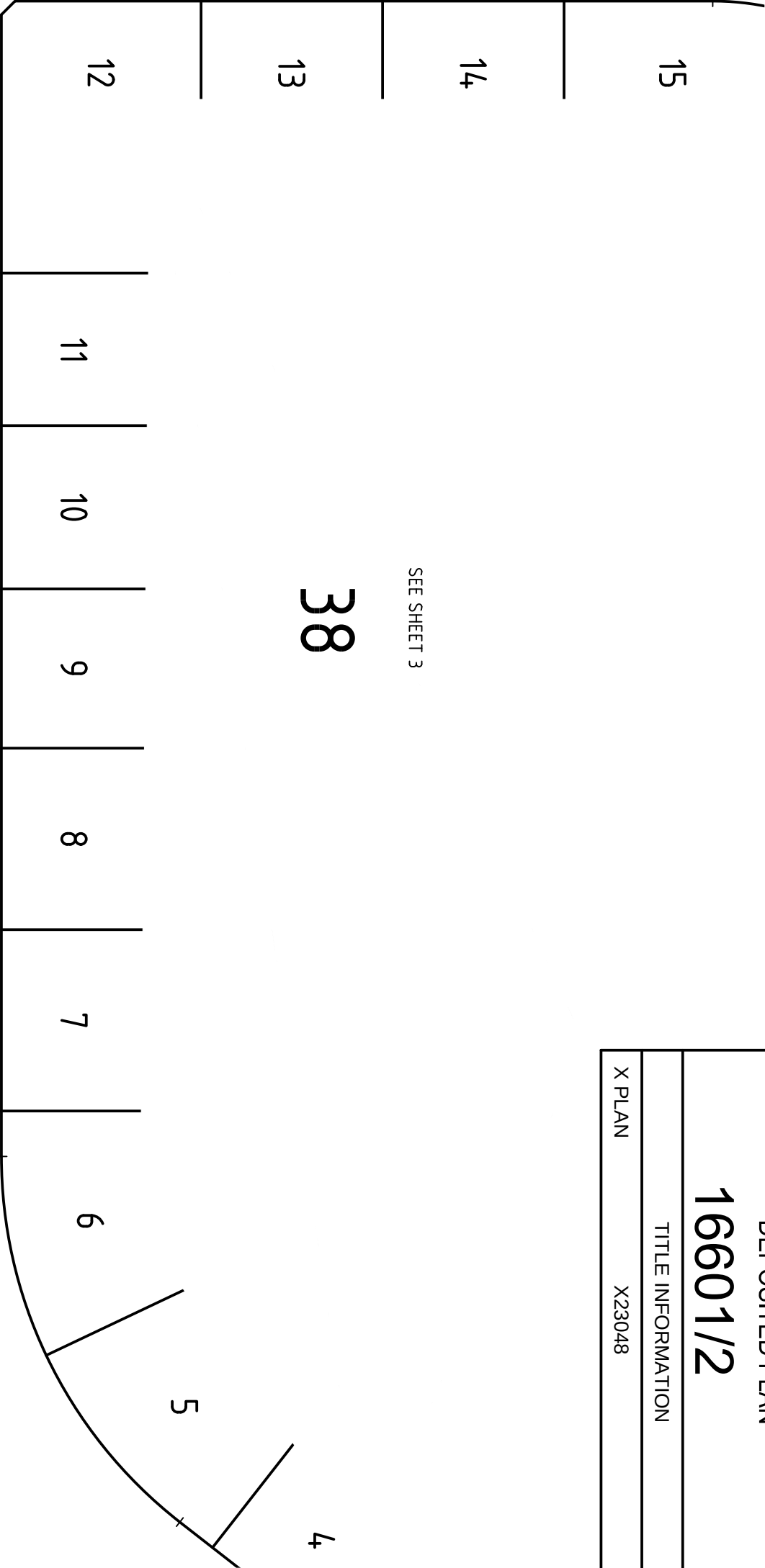
DIVISION OF STRATHNAIRN



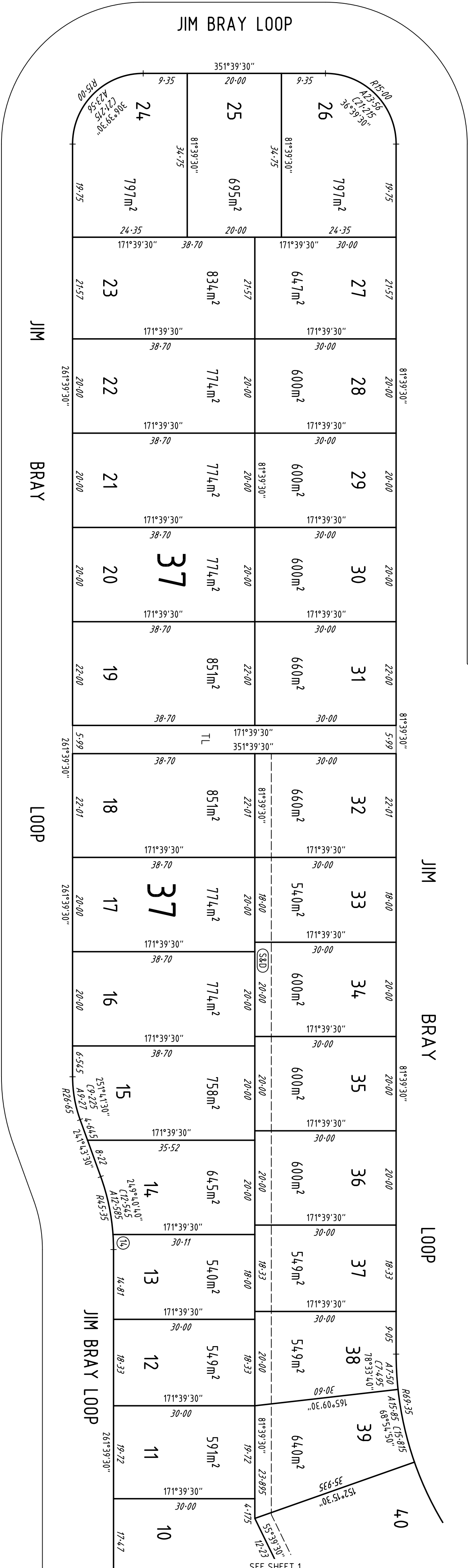
TERRITORY LAND

TERRITORY LAND

MOLLIE HOLMAN TERRACE

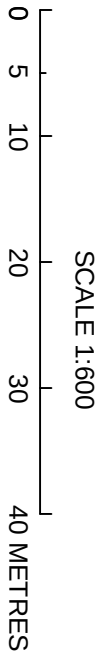


DEPOSITED PLAN	
16601/2	
TITLE INFORMATION	
X PLAN	X23048

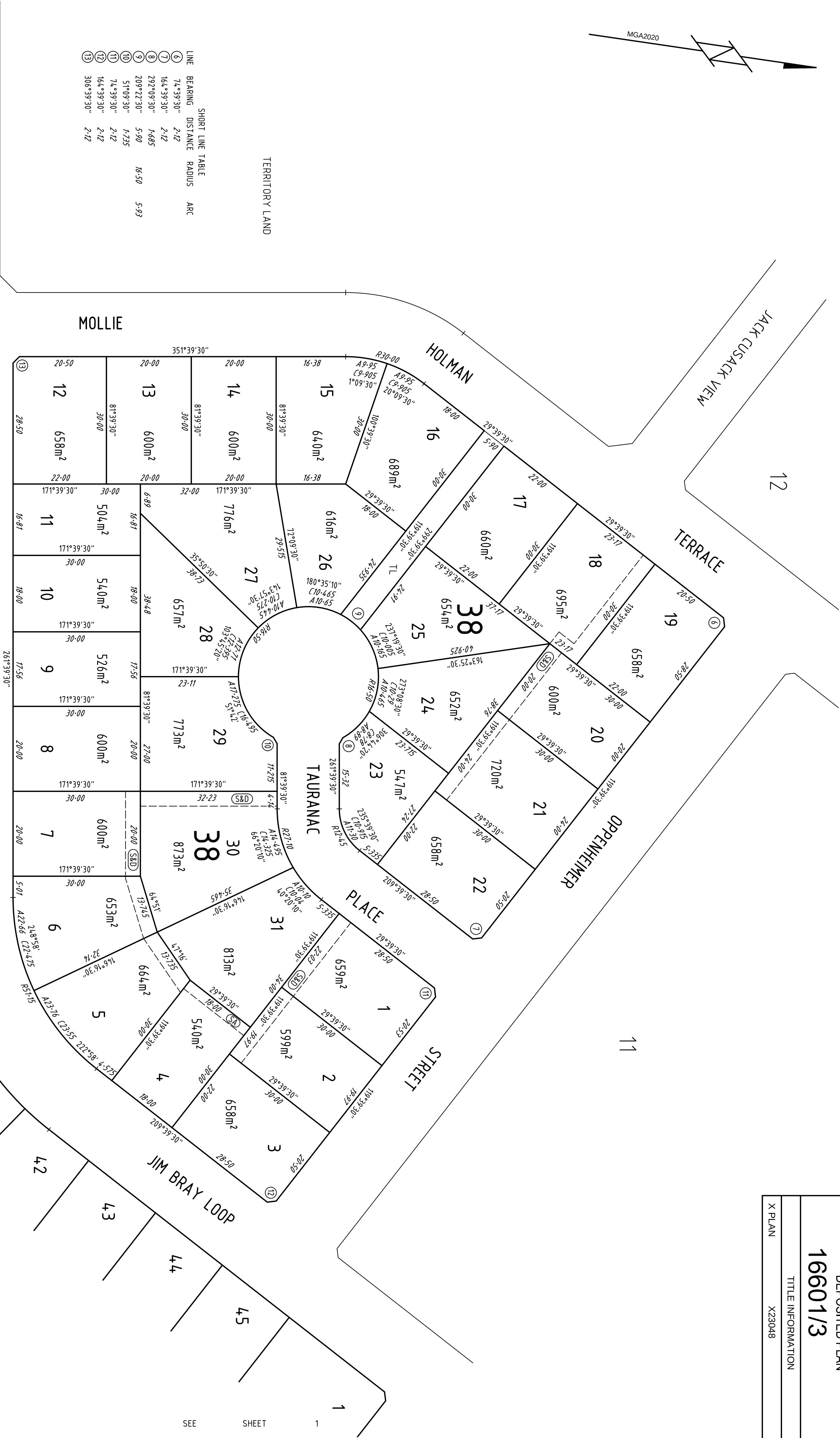
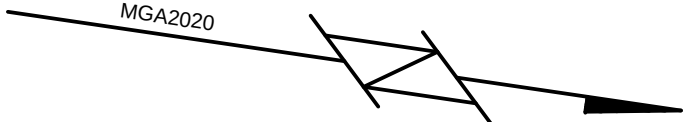


SHORT LINE TABLE			
LINE	BEARING	DISTANCE	RADIUS
14	259°38'4.0"	3.19	45.35

TERRITORY LAND



DEPOSITED PLAN	
16601/3	
TITLE INFORMATION	
X PLAN	X23048



SHORT LINE TABLE

LINE	BEARING	DISTANCE	RADIUS	ARC
⑥	74°39'30"	2-12		
⑦	164°39'30"	2-12		
⑧	292°09'30"	1-685		
⑨	209°22'30"	5-90	16-50	5-93
⑩	51°09'30"	1-735		
⑪	74°39'30"	2-12		
⑫	164°39'30"	2-12		
⑬	306°39'30"	2-12		

TERRITORY LAND

MOLLIE

JIM BRAY LOOP

JIM BRAY LOOP

STREET

TERRACE

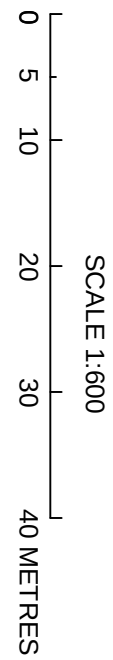
HOLMAN

TAUARANAC

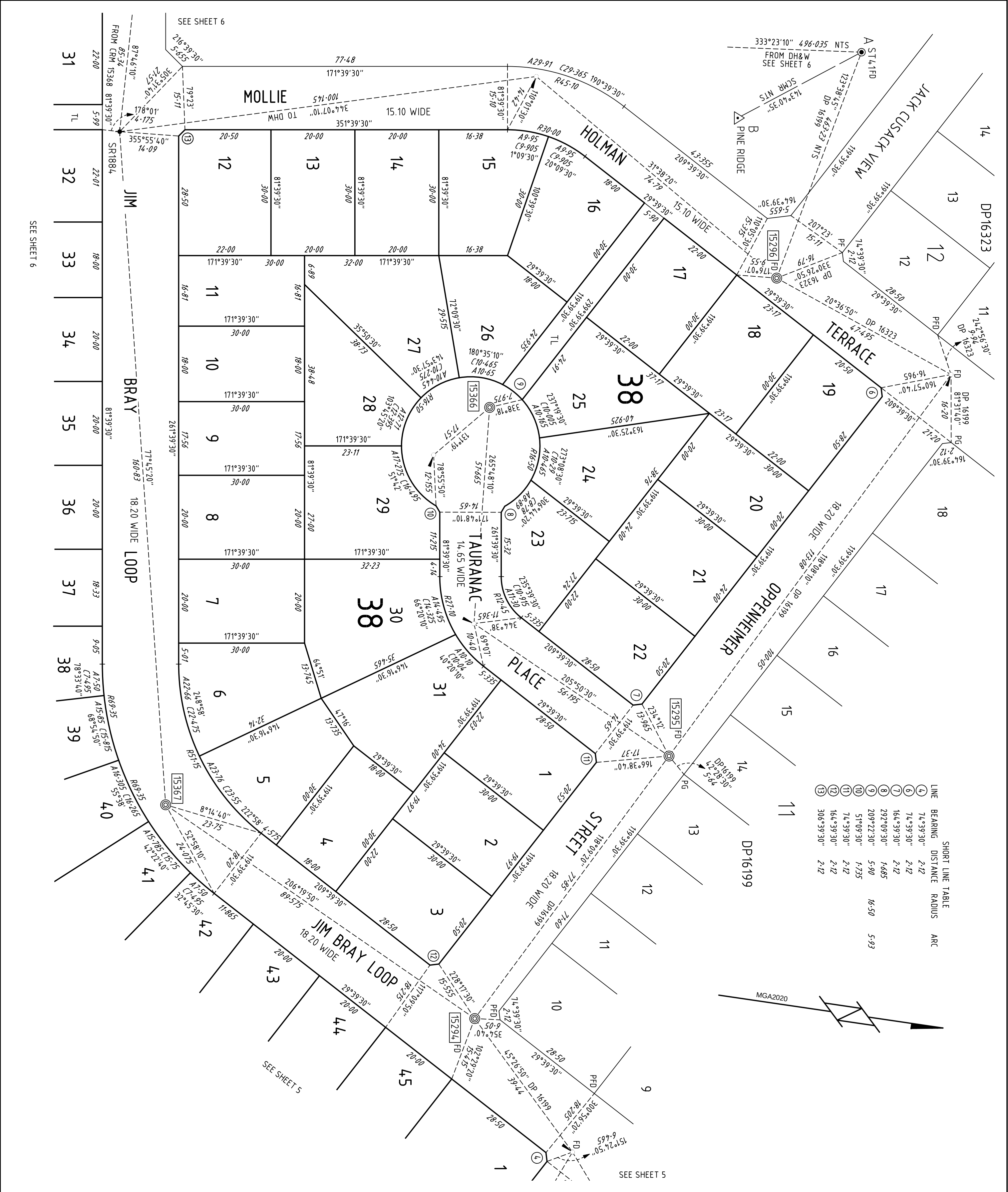
PLACE

OPPENHEIMER

JACK CUSACK VIEW



SCALE 1:600

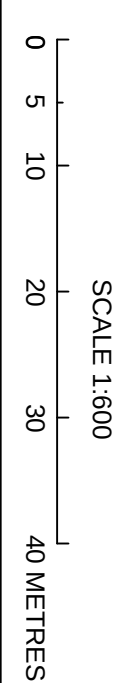


DEPOSITED PLAN
16601/04

SURVEY INFORMATION	
AMENDS	N/A
X PLAN	X23048

PLAN OF
BLOCKS 1 - 14 SECTION 36
BLOCKS 1 - 45 SECTION 37
BLOCKS 1 - 31 SECTION 38

DIVISION : MACNAMARA
DISTRICT : BELCONNEN
AUSTRALIAN CAPITAL TERRITORY



I, STUART MURRAY MASON of Spire Australia Pty Ltd, a surveyor authorised to work in the ACT under Automatic Deemed Registration certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 10 APRIL 2025

Surveyor's Reference: 322012SV/00
Registration No: SU007335
8 MAY 2025

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

Greg Leadridge
Surveyor-General of the ACT
Date: 12/5/2025

LEGEND AND NOTES

PFD PEG FOUND DISTURBED

ORIENTATION DATUM LINE A-B 14.3°04.35" SCMR
PLANS USED
DP 16056, DP 16199, DP 16323

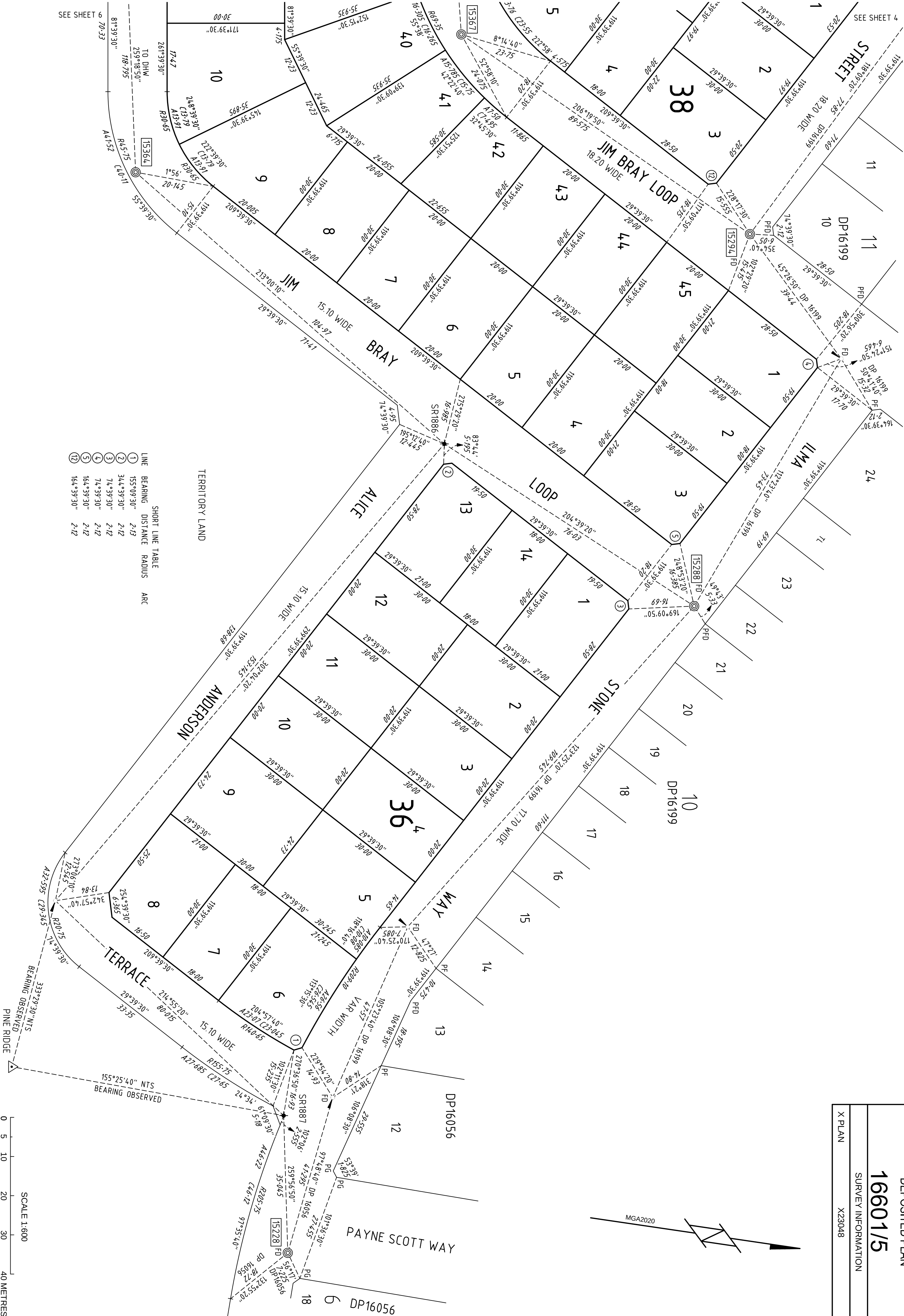
DEPOSITED PLAN

16601/5

SURVEY INFORMATION

X PLAN

X23048



LINE	BEARING	DISTANCE	RADIUS	ARC
①	155°09'30"	2.13		
②	344°39'30"	2.12		
③	74°39'30"	2.12		
④	74°39'30"	2.12		
⑤	164°39'30"	2.12		
⑥	164°39'30"	2.12		
⑦	164°39'30"	2.12		

SCALE 1:600

0 5 10 20 30 40 METRES

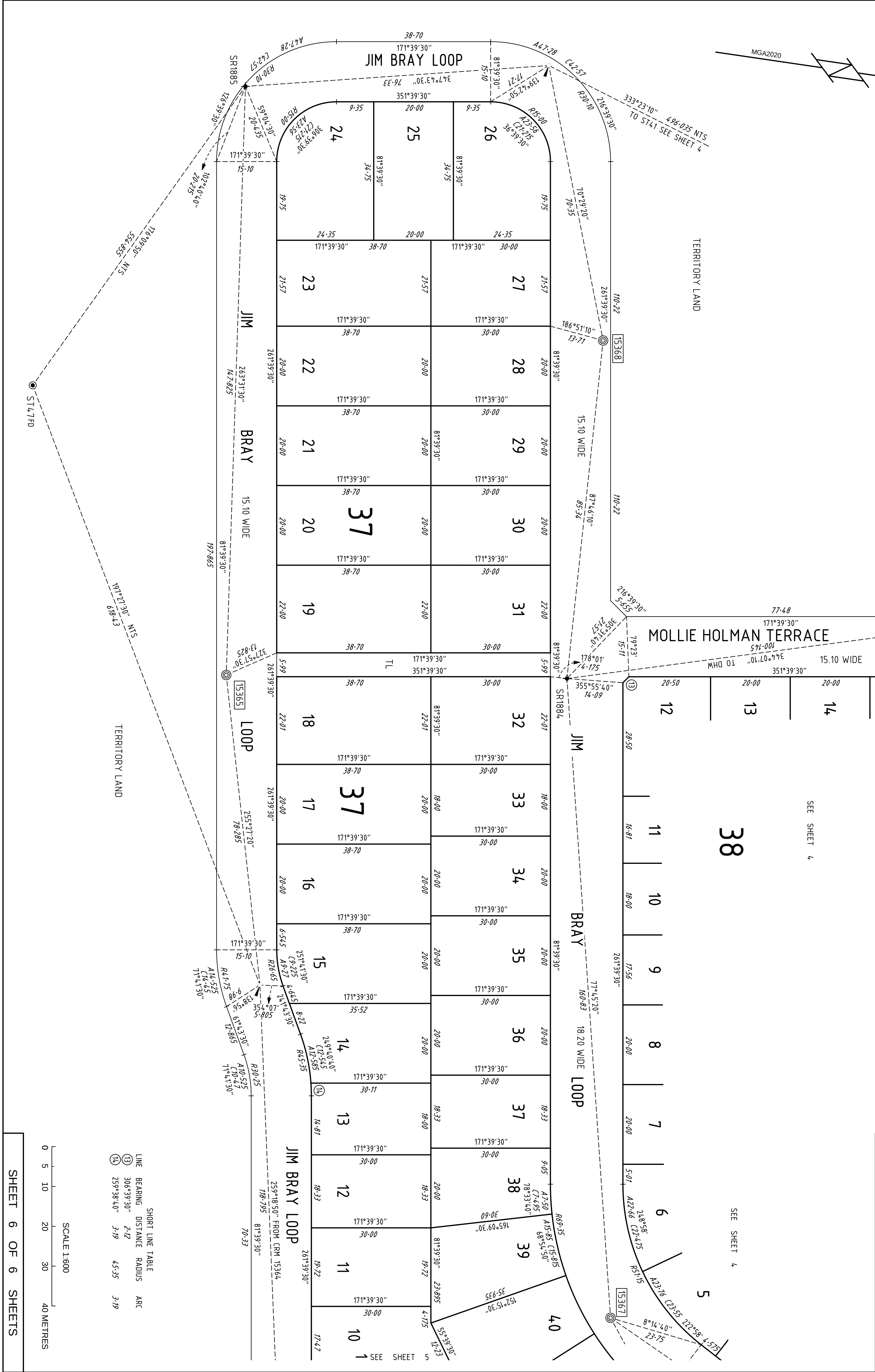
SHEET 5 OF 6 SHEETS

DEPOSITED PLAN

16601/6

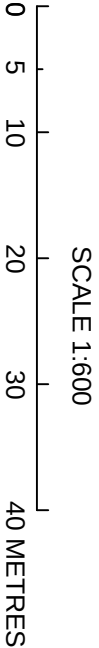
SURVEY INFORMATION

X PLANX23048



SHORT LINE TABLE

LINE	BEARING	DISTANCE	RADIUS	ARC
13	306°39'30"	2.12	45.35	3.19
14	259°38'40"	3.19	45.35	3.19

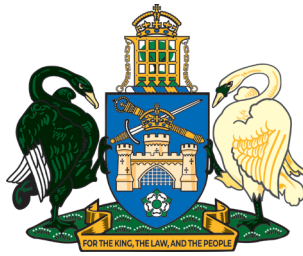


ANNEXURE B – SPECIMEN LEASE

SPECIMEN

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

LEASE No.



AUSTRALIAN CAPITAL TERRITORY

CROWN LEASE

PLANNING ACT 2023

AUSTRALIAN CAPITAL TERRITORY (PLANNING AND LAND MANAGEMENT) Act 1988 (C'th) ss. 29, 30 & 31

Volume

Folio

CONDITIONS APPLICABLE

MOP No.

Annexure

THE TERRITORY PLANNING AUTHORITY ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA IN EXERCISING ITS FUNCTIONS GRANTS TO THE LESSEE A LEASE OF THE LAND UNDER THE *PLANNING ACT 2023* FOR THE TERM AND SUBJECT TO THE PROVISIONS SET OUT BELOW.

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

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	DEPOSITED PLAN	APPROXIMATE AREA
				square metres

2. LESSEE'S NAME AND ADDRESS

3. FORM OF TENANCY

4. TERM

GRANT DATE: _____ TERM IN YEARS: 99 FROM THE COMMENCEMENT DATE
COMMENCEMENT DATE: _____ EXPIRY DATE: _____

5. PURPOSE

SINGLE DWELLING HOUSING.

6. RESERVATIONS AND STATUTORY RESTRICTIONS

THE STATUTORY RESTRICTION(S) IS/ARE:

SECTION 370 OF THE *PLANNING ACT 2023*.

7. VARIATIONS TO MEMORANDUM OF PROVISIONS

Not Applicable

THIS DOCUMENT MUST BE LODGED AT THE REGISTRAR-GENERAL'S OFFICE FOR REGISTRATION

8. EXECUTION

SIGNED BY	
SIGNATURE OF WITNESS	
SIGNATURE OF LESSEE	NAME OF WITNESS (BLOCK LETTERS)

SIGNED BY A DELEGATE AUTHORISED TO EXECUTE THIS LEASE ON BEHALF OF THE COMMONWEALTH:	
SIGNATURE	SIGNATURE OF WITNESS
NAME OF SIGNATORY (BLOCK LETTERS)	

OFFICE USE ONLY

EXAMINED
VOLUME: FOLIO
REGISTERED:

DATE:

ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Crown Lease	2

1. The Authority, on behalf of the Commonwealth, grants over that part of the land ("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");
2. The service provider may:
 - (1) provide, maintain and replace services supplied by that service provider through the Land within the site of the Reservation; and
 - (2) do anything reasonably necessary for that purpose, including without limitation:
 - (a) entering or passing through the Land;
 - (b) taking anything on to the Land; and
 - (c) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
3. In exercising the powers in paragraph 2, the service provider must take all reasonable steps to:
 - (1) ensure that the work carried out on the Land causes as little disruption, inconvenience and damage as is practicable; and
 - (2) 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.
4. Paragraph 3(2), does not require the service provider to restore:
 - (1) the Land to a condition that would result in:
 - (a) an interference with:
 - (i) any service on or through the Land; or
 - (ii) access to any service on or through the Land; or
 - (b) a contravention of a law of the Territory; or

(2) any building or structure placed or constructed on any part of the Land comprising the Reservation;

5. 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;
6. 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 sewage.
7. Nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

SPECIMEN

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

Memorandum Of Provisions

Memorandum of Provisions No. 3287426

1. INTERPRETATION

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

- 1.1 'Act' – means the *Planning Act 2023*;
- 1.2 'Authority' - means the *Territory Planning Authority* established by section 16 of the *Planning Act 2023*;
- 1.3 'Building' - any building, structure or improvement on or under the Land;
- 1.4 'Class' - for a building or structure, means the class of building or structure under the building code as defined in the *Building Act 2004*;
- 1.5 'Commencement Date' - the Commencement Date specified in item 4;
- 1.6 'Commonwealth' – the Commonwealth of Australia;
- 1.7 'Dwelling' – has the same meaning as in the *Planning (General) Regulation 2023*;
- 1.8 'Land' - the Land specified in item 1;
- 1.9 'Lease' - the Crown lease incorporating these provisions;
- 1.10 'Lessee' includes:
 - (a) where the Lessee is or includes a person, the executors, administrators and assigns of that person; and
 - (b) where the Lessee is or includes a corporation, the successors and assigns of that corporation;
- 1.11 'Multi-unit housing' - means the use of land for more than one dwelling;
- 1.12 'Premises' - the Land and any Building at any time on the Land;
- 1.13 'Purpose' - the Purpose specified in item 5;

- 1.14 'Single dwelling housing' means the use of land for residential purposes for a single dwelling only;
- 1.15 'Territory':
- (a) when used in a geographical sense, the Australian Capital Territory; and
 - (b) when used in any other sense the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (C'th);
- 1.16 Where the Lessee comprises two or more persons or corporations, an agreement by the Lessee binds them jointly and individually;
- 1.17 The singular includes the plural and vice versa;
- 1.18 A reference to one gender includes the other genders;
- 1.19 A reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute;
- 1.20 A reference to an item is a reference to the corresponding item in the Lease.

2. LESSEE'S OBLIGATIONS

The Lessee must:

RENT

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

BUILDING SUBJECT TO APPROVAL

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

COMPLETE CONSTRUCTION

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

UNDERGROUND FACILITIES

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

PURPOSE

- 2.5 use the Land for the Purpose;

PRESERVATION OF TREES

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

REPAIR AND MAINTAIN

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

RIGHT OF INSPECTION

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

RATES AND CHARGES

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

CLEAN AND TIDY

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

3. MUTUAL OBLIGATIONS

The parties agree that:

OWNERSHIP OF MINERALS AND WATER

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

FAILURE TO REPAIR AND MAINTAIN

- 3.2 if the Lessee fails to repair and maintain the Premises in accordance with subclause 2.7, the Authority may, by written notice to the Lessee, require the Lessee to carry out the repairs and maintenance within a specified period of not less than one month;

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

TERMINATION

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

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

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

FURTHER LEASE

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

NOTICES

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

EXERCISE OF POWERS

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



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

ANNEXURE C – SPECIAL CONDITIONS

[Special Condition 1 only applies to those blocks as notified by the Seller]

1 CONSTRUCTION OF RETAINING WALLS

- 1.1 Following Completion, the Buyer will be required to construct retaining walls to be designed pursuant to the Ginninderry Housing Design Requirements.
- 1.2 If, within 12 months of Completion, the Buyer:
 - (a) satisfies the Design Approval Process;
 - (b) gives the Development Manager a copy of the Building Contract;
 - (c) gives the Development Manager a copy of the Commencement Notice; and
 - (d) provides evidence, to the satisfaction of the Development Manager, of payment of the first progress payment under the Building Contract (excluding any deposit),the Seller will pay the Retaining Wall Rebate to the Buyer.
- 1.3 If the Buyer does not satisfy the conditions of special condition 1.2, the Retaining Wall Rebate will not be paid to the Buyer.
- 1.4 The offer of the Retaining Wall Rebate is personal to the Buyer. If the Buyer sells the Land or otherwise transfers the Lease prior to satisfying the conditions of special condition 1.2, neither the Buyer nor the Buyer's transferee will be eligible for the Retaining Wall Rebate.
- 1.5 In this special condition 1:
 - (a) 'Building Contract' means an executed contract between the Buyer and a licensed builder for the construction of an approved dwelling on the Land including the retaining walls.
 - (b) 'Commencement Notice' means a building commencement notice issued by a certifier under the *Building Act 2004* (ACT) for a dwelling on the Land.
 - (c) 'Design Approval Process' means the required steps outlined in the Housing Design Requirements.
 - (d) 'Retaining Wall Rebate' means the GST-inclusive amount of \$64,000.00.

ANNEXURE D – 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 E – 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.

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

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

Yours sincerely

John Ford
Deputy Commissioner of Taxation

NEED HELP?

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

CONTACT US

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

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

ANNEXURE F – HOUSING DESIGN REQUIREMENTS

SPECIMEN

Ginninderry Housing Design Requirements

Single Dwelling Homes
Duplex Blocks

Macnamara

Acknowledgement of Country

Riverview Projects (ACT) Pty Ltd on behalf of the Ginninderry Joint Venture proudly acknowledges Australia's Aboriginal and Torres Strait Islander community and their rich culture and pays respect to their Elders past and present. We acknowledge Aboriginal and Torres Strait Islander peoples as Australia's first peoples and as the Traditional Owners and custodians of the land and water on which we rely.

We recognise and value the ongoing contribution of Aboriginal and Torres Strait Islander peoples and communities to Australian life and how this enriches us. We embrace the spirit of reconciliation, working towards the equality of outcomes and ensuring an equal voice.

Aboriginal and Torres Strait Islander people should be aware that this report may contain images or names of deceased persons.

Disclaimer of Liability

While every effort has been made to provide accurate and complete information, Riverview Projects (ACT) Pty Ltd does not warrant or represent that the information in this report is free from errors or omissions or is suitable for your intended use. Subject to any terms implied by law and which cannot be excluded, Riverview Projects (ACT) Pty Ltd accepts no responsibility for any loss, damage, cost or expense (whether direct or indirect) incurred by you as a result of any error, omission or misrepresentation in information.

Version Control

This report has been written by Riverview Projects (ACT) Pty Ltd as Development Manager for the Ginninderry Joint Venture.

The Housing Design Requirements may be updated from time to time. Your dwelling is assessed against the Design Requirements which are current at the time that your plans are submitted to Ginninderry for approval.

Where design discrepancies occur between neighbours using different versions of the Housing Design Requirements, the decision of the Design Manager will be final.

All illustrations and pictures are used to show an intended design outcome, but may not show a dwelling completely compliant with all other requirements of the Housing Design Requirements and should be used as a guide only.

NCC Update (ACT)

Note: The National Construction Code (NCC) with specific requirements to the ACT has been updated and is in effect from January 2024.

Provisions around adaptability and energy ratings have been revised. Designers should make themselves aware of these requirements.

Please contact us at designs@ginninderry.com or 1800 316 900

ginninderry.com

Follow us at:

 facebook.com/Ginninderry

 instagram.com/Ginninderry



ACT
Government

Suburban Land
Agency



RIVERVIEW
GROUP

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Part 1: Welcome to Ginninderry

Our Vision

The Ginninderry community is unique in our region. It extends across the ACT/NSW border to the west of Belconnen and will ultimately be home to approximately 30,000 residents over the next 30-40 years.

Ginninderry is governed by a joint venture, being the Suburban Land Agency and Riverview Developments (ACT) Pty Ltd with Riverview Projects (ACT) Pty Ltd acting as Development Manager.

A Vision was established for Ginninderry, when planning for the new community began, to be a “sustainable community of international significance in the Capital Region”. This Vision has formed the backbone of all decisions made at Ginninderry – ensuring that social, environmental and economic factors are taken into consideration in a triple bottom line approach.

The Ginninderry Project Vision can be read in full here: ginninderry.com/our-vision/

Your Responsibility

As a land owner at Ginninderry, you have become part of this Vision and the decisions that you make about the home that you build and the lifestyle you lead will impact your broader community.

As a requirement of your land contract, you have a responsibility to communicate the requirements set out within this document to your builder, your architect and/or designer.

It is strongly recommended that you include provisions in your building contract to ensure that your builder is responsible for site and waste management and repairs to surrounding public areas including the verge, street trees, footpath and services damaged during construction.

You are required to turf and maintain your street verge.

Setting High Standards

Every home built in Ginninderry is an important piece of our interconnected community and overall 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, awarded by the Green Building Council of Australia. To achieve this certification, we’ve shown that Ginninderry will be a world leading community, exhibiting international best practice in urban design and construction.

As residents, you 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:

- Well planned and designed
- Dynamic and vibrant
- A healthy place to live work and play
- Productive and prosperous
- Flexible, adaptable and resilient.

We’re Here to Help

Ginninderry’s Project Team is here to help you navigate the process of designing your home.

A free one-on-one consultation is available for each purchaser. You, your builder and/or designer are encouraged to meet with the project team throughout your design process, ideally before you start designing your home.

If you have questions relating to these design requirements you can book an appointment by:

Email: designs@ginninderry.com
Phone: 1800 316 900

Building Resources

The Ginninderry website contains a Building Resources page.

ginninderry.com/building/builders-resources/

This page provides an extensive suite of resources for you, your designer and builder to assist with the design of your home.

Forms

(required throughout the design approval process)

- Macnamara Housing Development Requirements Application Form
- Front Landscaping Application Form
- Compliance Bond Refund Form

Block Specific Plans

- Block Disclosure Plan
- Block Planning Controls Plan
- Fencing Controls Plan

Block Specific Reports

- BAL Rating Certificate (where nominated)
- Soil Classification Report
- Acoustics Report and Management (noise effected blocks only)
- Estate Development Plans

Best Practice Guides

- Designing and Building on Sloping Blocks
- Smart Living Brochure
- Fencing Requirements

Statutory Planning Controls

Ginninderry's Housing Design Requirements and supporting documents must always be read in conjunction with the relevant Territory Plan and Planning Regulation codes including but not limited to the following:

- Planning (Exempt Development) Single Dwelling Housing Development Control - Belconnen District Declaration 2023
- Planning (Exempt Development) Single Dwelling Housing Development Control Declaration 2023
- The Territory Plan 2023 including Zone, and District Policies

- Supporting Territory Plan documents; Residential Zones Technical Specifications and Housing Design Guides

Built Form Character of Macnamara

The intent of these Design Requirements is to promote well designed dwellings of a higher architectural quality that contribute to Ginninderry as a master planned community. By following these Design Requirements, your home will also be more efficient, cost less to run and will be more resilient to weather extremes. All these elements will help future proof your home and your investment.

Dwellings within Macnamara should reflect a Modern Australian style that responds to the Canberra climate and maximise opportunities each block presents. Dwelling designs should encourage well planned indoor/outdoor connections and provide appealing streetscapes. Entries, porches, balconies and verandahs should sit comfortably within each design contributing to a welcoming feel and provide natural surveillance of the street.

Merit Based Assessment

In instances where a concept or design may not sit within the framework of these Design Requirements, a Merit Based Assessment may be considered. The proposal will be assessed on the following demonstrable criteria:

- **Site Appreciation:** the design must consider house siting, orientation of the dwelling, solar access and light penetration.
- **Architectural Merit:** the architectural detailing must be well resolved and understood, enhancing the building performance and offering a sustainable design approach not simply stylistic features.
- **Sustainability:** rainwater tank size, solar panel (PV) size, water fixture ratings, appliance ratings, slab edge insulation and window performance must be above the minimum standards set within this document.
- **Efficiency:** must achieve a NatHERS rating of 7.5 or higher. Certificates will be reviewed by an accredited assessor as required.
- **Innovation:** innovative building technologies such as electric vehicle readiness, solar battery readiness, alternate void formers such as Biax or Visy pods, slab edge insulation or a lower embodied carbon design approach.

Part 2: Design Approval Process

Pre-Design Phase

Ensure that you read and understand all mandatory requirements for building at Ginninderry. Ensure that you provide a copy of these Design Requirements along with the accompanying Building Resources to your builder and designer. You are encouraged to arrange a meeting with the Ginninderry team to discuss your concept plans prior to finalising documentation for design approval.

Design Approval Phase

Once you have designed your home, you will need to fill out a Ginninderry Design Application Form and submit it along with all required supporting documentation.

The Ginninderry design team will review and assess your home designs against the requirements in this document. If your house design does not comply or you have provided insufficient documentation, you will be asked to amend and resubmit your application. Any additional design changes and amendments will be at your own cost. You may also be required to pay a re-submission admin fee.

Once approved, you will be issued with a stamped set of house plans and an approval letter. You will then be able to submit your Ginninderry approved plans to your Building Certifier for building approval or to the ACT Government (EPSDD) for Development Approval (as appropriate).

Construction Phase

Once you have received all of the relevant approvals, you can start construction of your home. Please make the Ginninderry team aware of any changes to materials, appliance models as provided in your Design Application Form as this document will be used to assess compliance.

Fill out and submit a Front Landscaping Application Form. This can be done up to 12 weeks prior to your home completion date.

Pre-Design Phase

Read and understand all mandatory requirements

Pay your compliance bond at settlement

Provide these requirements and technical information to your builder/designer

Select your builder/architect and design your home

Design Approval Phase

Fill out your Ginninderry Design Application Form

Submit Form along with all required plans and documentation

Ginninderry Design Assessment

✓
Ginninderry Design Approval and stamped plans issued.

✗
If Non-Compliant Comments issued to guide re-submission

Submit your stamped plans for Building Approval or Development Approval (as appropriate)

Construction Phase

Build your home

Notify Ginninderry of any changes to your designs or appliance selections

Fill out and submit a Landscape Application Form

Compliance Phase

Achieve Certification of Occupancy

Fill out a Compliance Bond Refund Form

Compliance Inspection Conducted

✓
Compliance Achieved and Bond Returned

✗
Non-Compliant Comments issued to help rectify

If still non-compliant: Bond will be retained

Front Landscaping Package Completed for compliant dwellings only.



Compliance Phase

Once you have received your Certificate of Occupancy, fill out and submit a Compliance Bond Refund Form. Ginninderry’s Compliance Officer will conduct a Compliance Inspection. Your home will be checked against your Design Approval documentation and these Requirements.

If your home is found to be compliant, your full Compliance Bond will be returned and your Front Landscaping Package will be completed free of charge. This includes a one-on-one appointment with a Ginninderry nominated company to finalise the front garden design and inclusions of your package.

If our Compliance Officer finds areas of non-compliance, you will be informed of these issues and offered the opportunity to rectify them. Once rectified, our Compliance Officer will conduct a second inspection to ensure compliance. Any rectification works required will be at your own cost. If multiple Compliance Inspections are required, you may be required to pay additional inspection fees (as set out in your Contract for Sale of Land).

If you chose not to rectify any areas of non-compliance, your bond will be retained by Ginninderry and you may not be eligible for a free Front Landscaping Package.

Eligibility for landscaping and retention of the Compliance Bond (either full or partial) is at the discretion of the Compliance Officer.

Why a Compliance Bond Process?

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 helps to ensure that the house design and sustainability requirements are met in accordance with your approved plans.

The Bond also helps to ensure that builders take care during construction to establish proper erosion and sediment controls, protect our waterways as well as the street trees, public verges and other public assets.

Once you receive your Certificate of Occupancy for your home, and subject to compliance being achieved as per these guidelines, the Compliance Bond will be returned to the party that paid the Bond.

If you are selling your land or home prior to design or completion, you should transfer the Compliance Bond to the new purchaser and advise Ginninderry at the time of transfer by completing a Transfer of Compliance Bond Form. This can be found at ginninderry.com/building/builders-resources/

Conditions of Compliance Bond Return and Front Landscaping

The conditions for the return of the Compliance Bond and Front Landscaping Package are:

- A Design Application Form and supporting documentation including House Plan set and sustainability checklist must be submitted to and approved by the Design Manager.
- The home must be built to the Approved Plans and in accordance with these Requirements.
- Any damage to the surrounding verges, street trees, footpath, services and adjoining land caused by the construction of your home must be rectified to the satisfaction of Ginninderry’s Compliance Officer and/or Estate Manager.
- All waste in the front garden on the public verge and adjoining lands has been removed.
- A Front Landscaping Application Form has been submitted and the front landscaping design has been agreed with the Ginninderry nominated landscape company.
- Building Construction (including driveways and fencing) must be completed within 24 months (2 years) of settlement.
- All hardscaping items completed including retaining walls, courtyard walls, mailbox, boundary fencing, street facing fencing (side gates).
- The home owner needs to have turfed the street verge.
- For designs previously approved a re-submission administration fee will be applicable and deductible from the compliance bond as follows. (at the discretion of the Design Manager or Compliance Officer)

Compliance Bond Amount and Associated Fees

Compliance Bond paid at settlement:

Block	≤ 600m ²	= \$7,500
	> 600m ²	= \$10,000
For all MU2 (Dual occupancy) Irrespective of block size		= \$10,000

Design Re-submission administrative fees:

1st Re-submission	= \$250
2nd Re-submission	= \$500
3rd Re-submission	= \$750

Additional Compliance Inspections:

Each additional inspection	= \$550
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Part 3:

Design and Compliance Requirements

The Design Requirement criteria below will be used to assess your Design Approval. It will also be used by our Compliance Team once you finish construction of your home to enable your Compliance Bond to be returned and your Free Front Landscaping Package to be installed.

DTC = Deemed to Comply

		Design Approval	Compliance Approval
1.0	Built Form Mandatory Requirements	DTC	DTC
1.1	Roof Design		
1.1.1	Homes must have a roof type that complies with the following: - Hip Roof with a pitch of ≥ 20 degrees - Skillion Roof with a pitch of ≥ 10 degrees OR ≥ 5 degrees if behind a parapet wall - Gable Roof with a pitch of ≥ 30 degrees - Parapets must fully conceal the roof form and return down both side elevations for the length of the facade.		
1.1.2	Roof design must consider placement and orientation of solar (PV) panels and roof mounted solar hot water systems (if used).		
1.1.3	Roof coverings must have a solar absorptance rating of ≤ 0.7 and must be selected from the External Colours and Finishes Schedule.		
1.1.4	One single roof colour and material must be used for the whole home.		
1.2	Eaves and Awnings		
1.2.1	Eaves must have a minimum depth of 600mm on all street-facing façades and north-facing façades. If eaves are not provided on these façades, an awning or sunhood of equal depth is required and must extend along the entire width of any windows. Eaves depth measured from outer face of cladding or masonry.		
1.2.2	Windows to any conditioned room with no eaves directly above must have an awning or sunhood with a minimum depth of 300mm which extends along the entire width of the window.		
1.2.3	Windows to any non-conditioned rooms may be excluded from having eaves, awnings or sunhoods such as laundries, WC or storage areas.		
1.3	Windows and Glazing		
1.3.1	Windows to primary street frontages must be more vertical in proportion than horizontal. This includes any sliding door unit. Horizontal slot windows for kitchens or bedrooms may be permitted on merit. Sliding windows are not permitted on front facades. Acceptable styles include awning, casement and tilt & turn windows.		

		Design Approval	Compliance Approval
		DTC	DTC
1.3	Windows and Glazing		
1.3.2	A primary living space must receive northern winter sunlight for a minimum of 3.0hrs on the winter solstice (June 21st).		
1.4	Entry Porch		
1.4.1	The front door of each dwelling must be clearly visible from a public street or laneway. For block frontages of 14.0m or less entries to the side of the home may be considered on Architectural Merit such as Articulation, façade material use and surveillance to the street.		
1.4.2	An entry porch or covered entry is mandatory for all homes. The covering must not be more than 3.0m above the entries finished ground level.		
1.4.3	Entry porches must have a minimum footprint dimension of 2.0m x 1.5m.		
1.4.4	Masonry elements and any masonry piers must terminate a minimum of 450mm from the soffit or gutter line to reduce bulk.		
1.4.5	Entry Posts shall be made of timber or steel and be a minimum of 150mm x 150mm. Posts are permitted within masonry piers or as stand alone elements.		
1.5	External Façade Elements		
1.5.1	Reproduction styles or historical Architectural styles will not be permitted.		
1.5.2	Street and public facing façades for each home must include a minimum of <u>two</u> complementary materials and/or finishes from the following: • Brick - smooth face (chosen from the External Colours and Finishes Schedule) • Masonry - painted, rendered or bagged finish • Foam cladding - rendered and painted • Metal wall cladding - pre-finished • Fibre cement sheeting - painted or rendered • Hardwood cladding • Plywood cladding - stained or painted • Tiled and stackstone style applied elements are not permitted to entry porches or front façades.		
1.5.3	Façade treatments must be used in genuine proportions and balance the entire façade. Isolated token uses of materials or single usage of a material will not be accepted. For example, infill panels are not permitted above windows.		
1.5.4	Material changes are not permitted on external corner joints. Facade materials must return around the corners of dwellings a minimum of 5.0m		
1.5.5	Façade articulation must be provided in the design using wall offsets and projections including features such as blade walls, bay windows, shading and awning elements.		
1.5.6	Facade treatments must continue down slab edges to finished ground level. Exposed concrete slab edges to dwellings, porches and alfrescos are not permitted. Refer to Figures 01 - 04.		
1.5.7	Rooms fronting the street should primarily be habitable (ie. living rooms, lounge rooms, bedrooms, study) to provide a direct visual connection with the street through the use of windows. Avoid service rooms to frontages.		
1.5.8	Façade colours including roof, wall, cladding, window frames, entry doors, garage doors, blades walls, piers and posts must be selected from the External Colours and Finishes Schedule.		

		Design Approval	Compliance Approval
		DTC	DTC
1.5	External Façade Elements		
1.5.9	Conservation Edge lots require a covered verandah with a minimum depth of 1.8m. The verandah must extend to 50% of the façade width and wrap corner blocks. Refer to sales release plan for lot types.		
1.5.10	Homes with more than one public frontage must address all frontages through articulation and material usage.		

Fig 01: Insulated Edge Beam

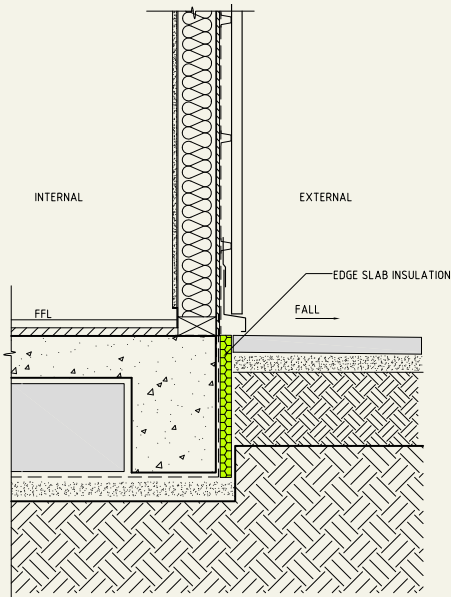


Fig 02: Insulated Stepped Slab

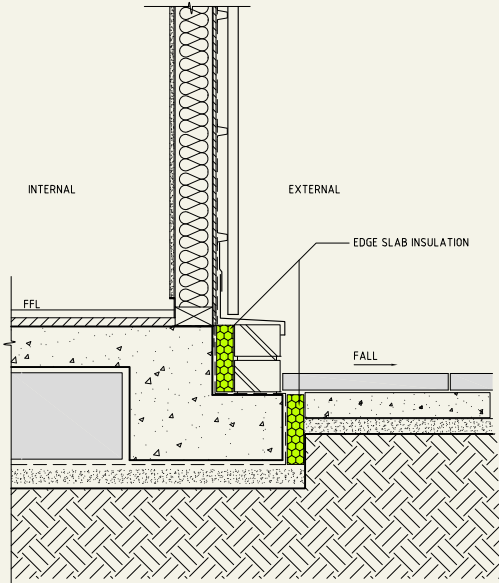


Fig 03: Insulated Deep Edge Beam

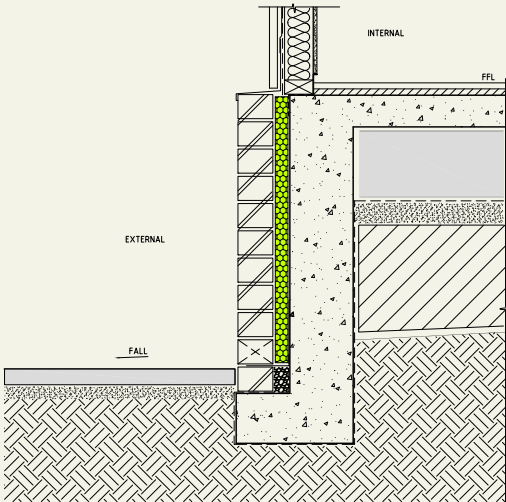
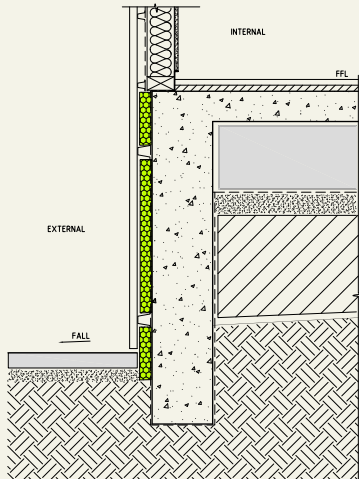


Fig 04: Insulated Deep Edge Beam



		Design Approval	Compliance Approval
		DTC	DTC
1.6	Corner Blocks and Open Space Frontages (additional requirements)		
1.6.1	Corner block homes must address both street, laneway or any open space frontages.		
1.6.2	House designs on corner blocks must incorporate one of the following: - extension of the entry porch to incorporate a verandah to wrap the corner - wrap-around corner windows with hoods, awnings or eyebrows - wrap-around decking - wrap-around balcony		
1.6.3	Façade materials must wrap around the corner of the building to a minimum of 5.0m. Material changes are not permitted on external corner joints.		
1.7	Duplex Blocks (additional requirements)		
1.7.1	Duplex blocks must be an integrated design with an adjoining wall system. Refer to Figure 07 below. Roof falls must fall to the street or rear of block and not to inter-allotment side boundaries.		
1.8	Garages and Carports		
1.8.1	For block frontages of 12.5m or greater garage doors can be either panel lift or tilt up only with a maximum width of 4.8m.		
1.8.2	For block frontages < 12.5m wide: only single width garage doors with a maximum width of 3.0m are permitted. Garage door widths must not exceed 35% overall façade width for blocks less than 12.5m wide. This applies to all street frontages. Garage doors can be either panel lift or tilt up only.		
1.8.3	Triple fronted garages are only permissible to rear loaded Streetscape Plus Blocks (MU2). Where a triple garage is proposed, articulation between the primary and secondary garage doors is required.		

Fig 05

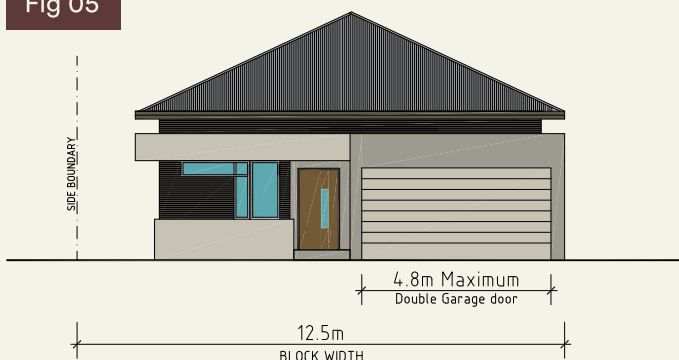


Fig 06

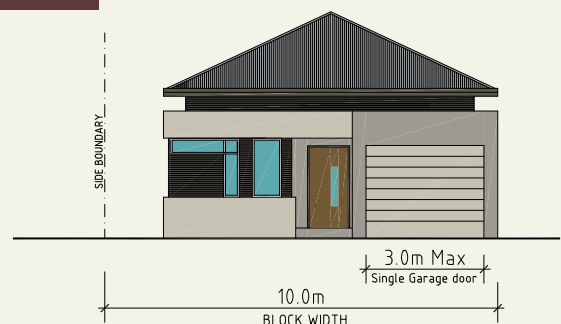
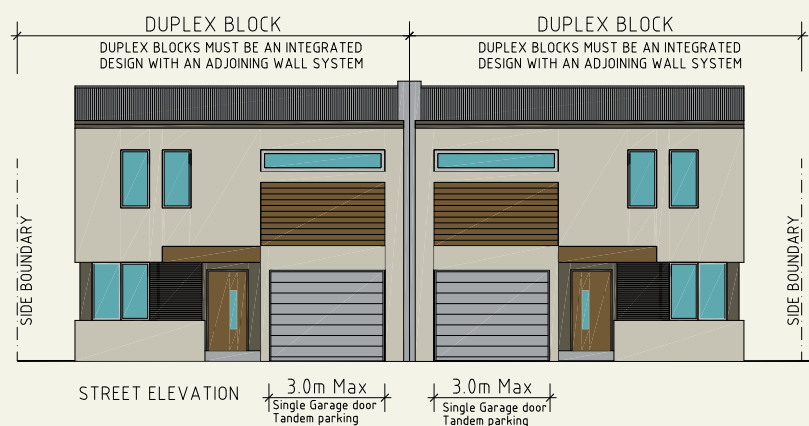


Fig 07



		Design Approval	Compliance Approval										
		DTC	DTC										
1.9	Driveway and Driveway Crossovers												
1.9.1	Driveway crossovers must be constructed in either plain concrete or a maximum 5% grey oxide pigment.												
1.9.2	On block driveways must be constructed in either plain concrete or a maximum 5% grey oxide pigment or an approved permeable paving system such as grass cell.												
2.0	Efficient Home Design												
2.1	Thermal Performance												
2.1.1	Your home must achieve a minimum 7 star NatHERS Rating and 7.5 stars if a merit based approval is proposed. NatHERs generated certificates and stamped plans are required for Design Approval. Certificates will be reviewed by an accredited assessor as required.												
2.2	Home Energy Systems												
2.2.1	The following minimum solar (PV) system size requirements apply: <table><tr><th>Block size (m²)</th><th>Minimum PV size (kW)</th></tr><tr><td>≤ 250</td><td>2</td></tr><tr><td>251 ≤ 350</td><td>3</td></tr><tr><td>351 ≤ 500</td><td>4</td></tr><tr><td>> 500</td><td>5</td></tr></table> Streetscape Plus Blocks (MU2) can elect whether to provide one single PV system or divide across dwellings.	Block size (m ²)	Minimum PV size (kW)	≤ 250	2	251 ≤ 350	3	351 ≤ 500	4	> 500	5		
Block size (m ²)	Minimum PV size (kW)												
≤ 250	2												
251 ≤ 350	3												
351 ≤ 500	4												
> 500	5												
2.2.2	One of the following approved home energy management systems must be installed and commissioned: • Evergen • Reposit (only available if installing a solar battery)												
2.2.3	Your solar inverter must be compatible with the home energy management system selected above.												
2.3	Hot Water Systems												
2.3.1	A solar or heat pump hot water system must be installed. Instantaneous or gas hot water systems are not permitted.												
2.3.2	Hot water systems must have a temperature application range appropriate for the Canberra Climate including operation with outdoor air temperatures of as low as -5°C.												
2.4	Heating and Cooling Systems												
2.4.1	If installed Reverse Cycle Air Conditioning Systems must have the following specifications: • Energy Efficiency Ratio (EER) of ≥ 3.1 for the cooling cycle • Coefficient of Performance (COP) of ≥ 3.5 for the heating cycle • Sound Pressure Level (SPL) of outdoor unit of ≤ 57dB at 1.0m for both heating and cooling cycle • Able to operate with outdoor air temperatures of -10°C (heating) and 45 °C (cooling)												
2.4.2	If installed, solid fuel heaters (eg. slow combustion wood heaters) must have an overall efficiency standard of not less than 65% and an emission standard of not greater than 1g/1kg. Note: ACT Government has banned all wood burning heaters from 2045.												

		Design Approval	Compliance Approval
		DTC	DTC
2.5	Rainwater Tanks and Water Saving		
2.5.1	The following minimum size requirements apply: <u>Block Size (m²) Minimum Tank Size (L)</u> ≤ 250 no minimum requirement 251 ≤ 350 2,000 351 ≤ 599 4,000 600 ≤ 800 8,000 ≥ 801 10,000		
2.5.2	Rainwater tanks must be connected to at least a toilet, laundry cold water and external taps.		
2.5.3	Water efficient fixtures and fittings must be installed with the following minimum star rating in accordance with the Water Efficiency Labelling and Standards (WELS) Scheme: • Showerheads: 3 star with flow rate 9L/min or less • Tapware in kitchen and wet areas: 4 star • Toilets: 4 star		
3.0	Site Works		
3.1	Building Construction Practices		
3.1.1	A Sediment and Erosion Control Plan must be provided with your Design Application for approval.		
3.2	Sloping and Benched Sites		
3.2.1	The dwelling design should consider the natural slope of the site. Blocks with 2.0m or greater level change should incorporate a split level design to address the majority of slope on the block.		
3.3	Cut and Fill		
3.3.1	Up sloping blocks should utilise front tiered retaining walls to reduce rear site cuts and retaining walls to a maximum of one 1.0m retaining wall. Refer to Figure 08.		
3.3.2	Down sloping blocks must have a front FFL (finished floor level) no lower than 380mm from top of kerb level measured at the mid point of the block resulting in a maximum retaining wall height of 400mm. Refer to Figure 09 & 10.		
3.3.3	Cross slope must be addressed by split level design between dwelling and garages.		
3.4	Retaining Walls		
3.4.1	The maximum height for retaining walls behind the building line is 1.0m.		
3.4.2	Retaining walls to any frontage are to be constructed in masonry only such as natural stone, rock faced, bagged or rendered or an Architectural splitface block.		
3.4.3	For blocks with grades of over 4.0m upsloping from the street, retaining walls may be terraced at 1.0m height increments and a 2.0m width between each terrace level. Refer to Figure 08		
3.4.4	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. ie 1.0m high wall + 1.2m high courtyard wall. Refer to SDHDC Belconnen District Declaration 2023 for any mandatory fencing requirements.		

		Design Approval	Compliance Approval
		DTC	DTC
3.4.3	Common retaining walls between adjoining blocks are not permitted. The boundary NGL (natural ground level) must remain unchanged with each block's owner constructing their own walls which are offset from the boundary by a minimum of 500mm.		
3.4.4	All proposed/required retaining walls, materials and heights should be shown on construction drawings for Ginninderry approval.		

Fig 08: Up sloping block - Rear retaining wall controls

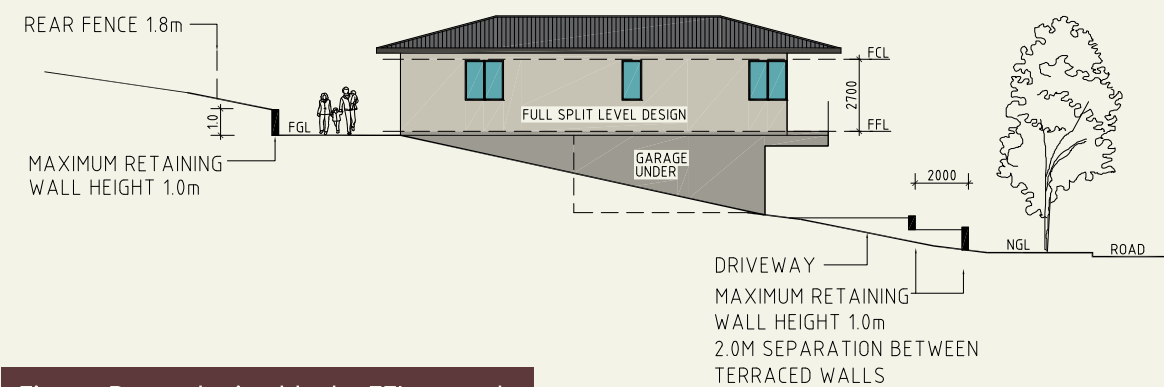


Fig 09: Down sloping block - FFL controls

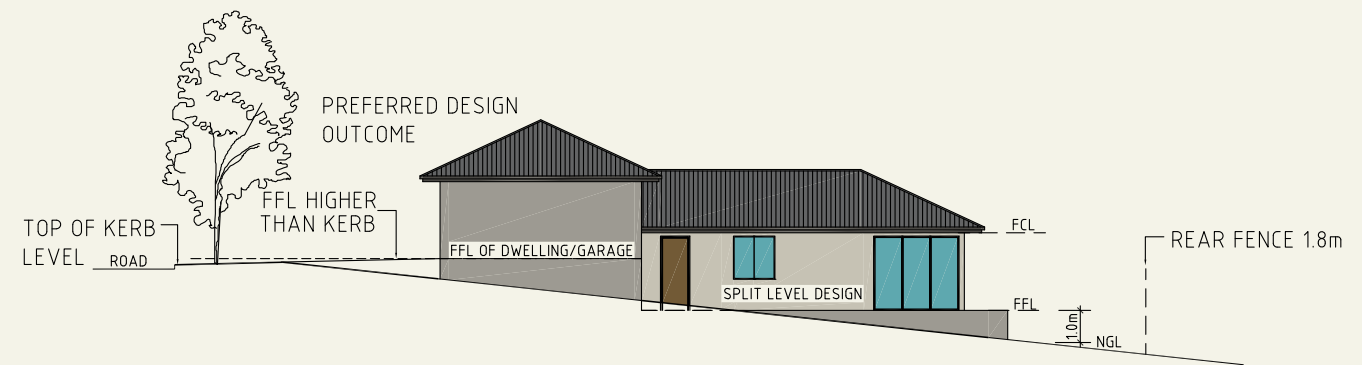
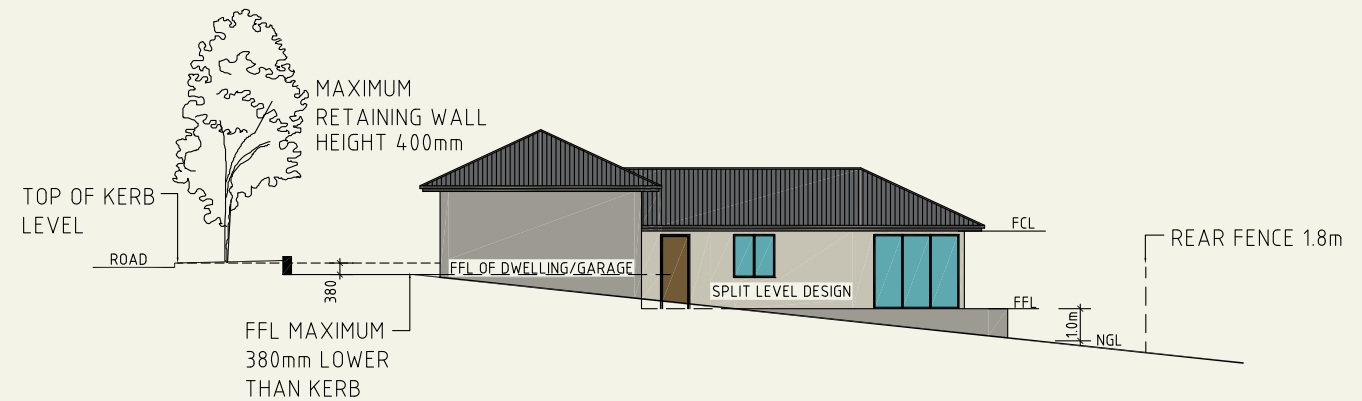


Fig 10: Down sloping block - FFL controls



		Design Approval	Compliance Approval
		DTC	DTC
4.0	Fencing and Courtyard Walls		
4.1	Fencing Plan		
4.1.1	A Fencing Plan must be provided with your Design Application. Refer to the building resources Fencing Control Plan for a general fencing requirements.		
4.2	Side and Rear Boundary Fencing (Inter-allotment Fencing)		
4.2.1	Fencing must sit at the Natural Ground Level (NGL).		
4.2.2	Fencing is to be a maximum of 1.8m high and can be: - timber paling fencing or lapped and capped timber paling fence - Colorbond – Colour “Jasper” and Profile: Neetascreen or Miniscreen only		
4.2.3	Must be setback a minimum of 1.0m behind the front building line.		
4.3	Street Facing Fencing (to the sides of your home)		
4.3.1	Must be setback a minimum of 1.0m behind the front building line.		
4.3.2	Fencing and gates are to be a maximum of 1.8m high and constructed of either - timber hardwood – stained or painted - powder-coated aluminium with slats vertical or horizontal Colour must be selected from External Colours and Finishes Schedule.		
4.3.3	Fencing and gates must be open form fencing with minimum 10mm gaps. Solid colorbond or timber is not permitted to face any street or laneway frontage or open space frontage.		
4.4	Courtyard Walls		
4.4.1	For all courtyard wall requirements, refer to the: - Building Resources – Block Specific Plans – Fencing Controls Plan - SDHDC Belconnen District Declaration 2023 & the Territory Plan 2023		
4.4.2	All courtyard walls will be constructed of masonry piers with infill panels of vertical or horizontal slats with a minimum 10mm gap.		
4.4.3	Infill panels can be constructed of timber hardwood – stained or painted, powder-coated aluminium slats or painted treated pine.		
4.4.4	Infill panels and render colours must be selected from External Colours and Finishes Schedule.		
4.5	Mailbox		
4.5.1	Mailboxes should be incorporated into a courtyard wall (where permitted).		
4.5.2	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.		
4.5.3	Prefabricated mailboxes are not permitted.		

		Design Approval	Compliance Approval
		DTC	DTC
5.0	Front Landscaping and Verge Treatments		
5.1	Ginninderry will provide a front landscape package for compliant dwellings only. Refer to page 7.		
5.2	The front verge is required to be turfed upon completion of the dwelling.		
5.3	The use of synthetic or artificial grass is not permitted in any location on your block or on the public verge in Macnamara.		
5.4	The use of gravels, pebbles, tanbark, paving or concrete is not permitted on any verges.		
6.0	Services and Ancillary Structures		
6.1	Integrated Services		
6.1.1	Water meters, electrical meters and NBN cabinets must be integrated within the building wall or screened from the street		
6.1.2	Solar panels and rooftop hot water systems must sit flush with the roof pitch if located to the front of the house. Aerials, satellite dishes and antennas must be located to the rear or side of the house.		
6.1.3	Heat pump hot water systems, air conditioning units, rainwater tanks and clothes drying lines are to be located to the rear or side of the house and must be screened from public view.		
6.1.4	A dedicated bin storage area is required for three bins (general waste, recycling and garden waste). This can either be within the garage or behind the street fronting fence. Bin storage area must be shown on plans.		
6.1.5	Sheds and outdoor structures can only be located in the rear yard and must not be visible from the street and public spaces.		
6.1.6	Please note that there is no mains gas connection to homes in Macnamara. This is part of Ginninderry's commitment to building a more sustainable and energy efficient suburb.		
7.0	Merit based approval will be assessed on the following demonstratable criteria		
7.1	Site Appreciation: the design must consider house siting, orientation of the dwelling, solar access and light penetration.		
7.2	Architectural Merit: the architectural detailing must be well resolved and understood, enhancing the building performance and offering a sustainable design approach not simply stylistic features.		
7.3	Sustainability: rainwater tank size, solar panel (PV) size, water fixture ratings, appliance ratings and window performance must be above the minimum standards set within this document.		
7.4	Efficiency: must achieve a NatHERS rating of 7.5 or higher. Certificates will be reviewed by an accredited assessor as required.		
7.5	Innovation: innovative building technologies such as electric vehicle readiness, solar battery readiness, alternate void formers such as Biax or Visy pods, slab edge insulation or a lower embodied carbon design approach.		

During Construction

As the land owner, you are responsible for the Construction Practices of your builder on your site. It is recommended that you include the following requirements in your Build Contract. This includes (but is not limited to) provisions to ensure that your builder is responsible for sediment and erosion control, site and waste management and repairs to surrounding public areas including the verge, street trees, footpath and services damaged during construction. Ginninderry's Project Estate Manager will monitor sites during construction. If your building is seen to not be complying with the following requirements you may be provided with a warning letter or compliance bond deduction.

		Compliance Approval
8.0	Construction Practices	DTC
8.1	Temporary Site Fencing	
8.1.1	On settling on your block, you should fence your site with temporary construction fencing to secure access and prevent dumping.	
8.2	Sediment and Erosion Control	
8.2.1	The measures shown on the approved Sediment and Erosion Control Plan must be established prior to commencing any construction.	
8.3	Drainage	
8.3.1	Adequate drainage must be provided to ensure that there will not be any concentrated overland flow from the block during or after construction.	
8.3.2	Adequate soil and stormwater management controls are maintained until the landscape on the block is established.	
8.4	Air and Noise Pollution	
8.4.1	All ACT Government requirements relating to air and noise pollution, including but not limited to the minimisation of dust, appropriate noise thresholds and hours of operation must be adhered to.	
8.4.2	Under no circumstance must waste material be burnt on site.	
8.5	Construction and Demolition Waste	
8.5.1	During construction on the block, builders must establish and maintain a waste enclosure or waste containment area on the block.	
8.5.2	All building materials and waste stock piles must be fully enclosed to prevent material being blown off the block.	
8.5.3	All building materials and waste stock piles must be located within the block and clear of verges. You must obtain approval from TCCS (Transport Canberra and City Services) if you wish to store material on the verge or other Territory owned land.	

Part 4: Built Form Examples

The term “built form” refers to the look of the homes and other buildings constructed at Ginninderry. The built form of your home will make a significant contribution to the attractiveness and long-term value of the development.

Some elements of the built form are more prominent than others and conditions are in place to manage their impact on the streetscape.

Roof Design & Colour

Refer to requirement 1.1

The roof of your home should be designed to consider optimal placement of solar panels and be integral to the design of your home. Your solar panels will work best if they are installed facing north at 30 degrees from horizontal.

Complicated roof designs lead to complicated and more expensive solar panel installations.

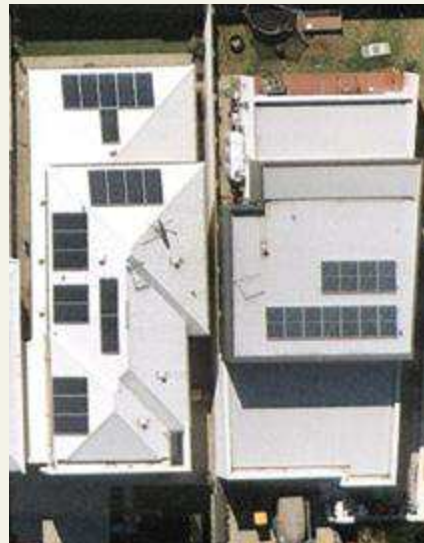
The colour and material that your roof is made from will also have an effect on how much heating and cooling is required by your home. Lighter roof colours help to save you energy by reflecting hot summer sun. They also help to reduce the urban heat island effect of the suburb. Roof materials are rated with a solar absorptance (SA) between 0 (lighter colours, less absorption) and 1 (darker colours with high absorption).



Darker roofs create excessive heat

A

B



Example A: Hip roof design with complicated solar panel configuration

Example B: Skillion roof design with simple solar panel configuration



Lighter roofs reduce heat transfer

Neighborhoods with lighter coloured roofs, good tree canopy coverage and reduced hard surface areas such as concrete and synthetic turf areas are significantly cooler in summer months.

Eaves and Awnings

Refer to requirement 1.2

Correctly designed eaves can be the simplest and least expensive shading method for your home. The size and effectiveness of your eaves depends on the orientation and size of your windows. Canberra is a cool climate region so maximise winter sun and avoid having any areas of your windows in permanent shade (such as windows that extend to the top of a wall under an eave).

Awnings or sunhoods can also be used as design features to provide interest and articulation to your home while also providing shading in summer.

External Vertical shading screens or deciduous planting should be considered for large windows facing east and west.



Example of an awning



Awnings provide weather protection and permit better operability of windows and cross ventilation.



Example showing sunhoods to windows.

Windows and Glazing

Refer to requirement 1.3

Windows and glass doors let in light, fresh air and provide good indoor and outdoor living connections. Windows are also the weakest link in the insulation of your building. The size and location of your windows throughout your home can significantly impact the NatHERS star rating of your home.

The performance of a window is determined not only by the glass, but also by the frame. By increasing the performance of your windows, you will increase your homes comfort and reduce energy consumption. If possible, consider using double glazing with thermally broken frames (frames that reduce the transfer of heat from outdoor to indoor). Aim for a window system with a low U-Value (less than 4.1) and for a solar heat gain coefficient of around 0.4 - 0.66.

The use of skylights is discouraged as they are typically not well sealed and are often impacted heavily in severe weather conditions such as bushfires and hail.



Awnings used in conjunction with eaves provide better summer sun protection.



External screens to shade western façades.



Window hoods and strong eave lines can inform the Architectural form whilst providing efficient shading and weather protection.



Western summer sun can only be controlled through vertical sun protection. Consider operable sliding louvres or screens to living areas facing due west.

Entry Porch and Verandahs

Refer to requirement 1.4

The entry for your home is an important feature that should help provide an attractive streetscape and welcoming feel to your home.

Porch and verandah designs should relate to the human scale and be roofed for weather protection. Posts and columns when utilised should be slender and reflect a lighter form and relate to the scale of smaller roofed areas above that are generally being supported.



A post and beam supporting a partial cantilever style porch entry is open and welcoming from the streetscape.



The entry provides good weather protection and articulates the dwelling to the street frontage.



Integrated roof line and single post provides a well covered and visible entry.



A more contemporary approach combines a blade wall and deep eave.

External Façade Elements

Refer to requirement 1.5

Well considered material use contributes to the dwelling design and streetscape. A simple palette of two or three materials is generally sufficient to define and characterise a dwelling.

Windows facing the street provide for good visual connection from your home. Habitable rooms such as living rooms, lounge rooms, bedrooms etc. allow for larger window openings and should therefore be located to the front of the home where orientation allows. Service and utility areas should be located to the rear and side of the dwelling wherever possible.

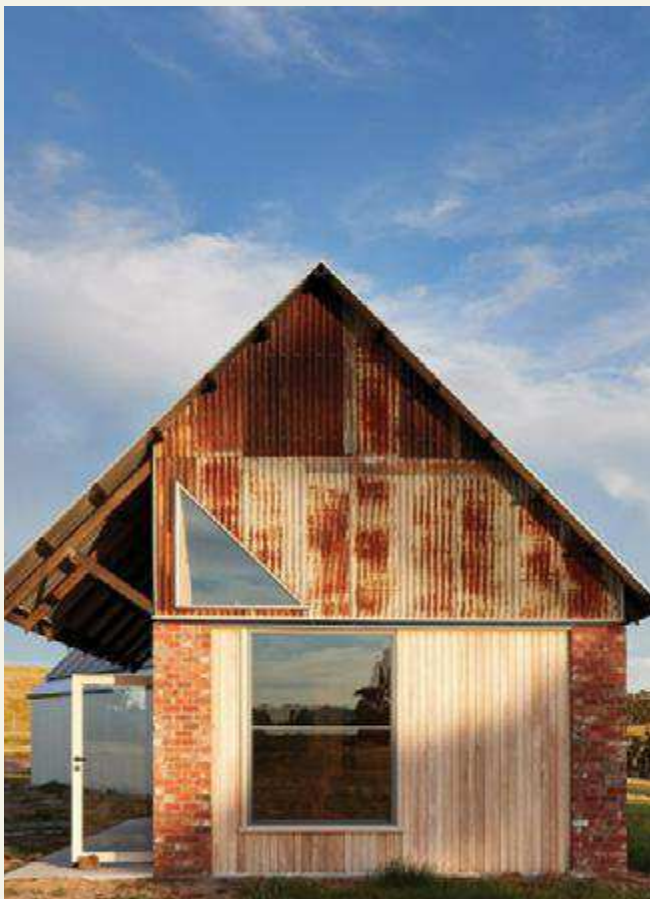
Reproduction or historical Architectural styles will not be permitted.



Example of a stained timber façade



Example of cladding, face brick and render to a façade



Recycled materials or materials with high recycled content can be integrated within a dwelling design.



Example of face brick, cladding and stained timber to a façade

Corner Blocks

Refer to requirement 1.6

Corner blocks are special and provide significant interest in more than one direction. As such, corner blocks must address all street, laneway or open space frontages. Corner blocks should consider wrapping porches around both street frontages to provide balanced articulation and functionality to the home design.



Example of cladding and window elements wrapping a corner



Example of porch articulation elements wrapping the corner

Garages and Carports

Refer to requirement 1.8

Garages are to have panel lift or tilt doors to all street and laneway frontages if a door is required. Garage doors can be integrated into the façade design to provide a modern aesthetic and colours should flow from the dwelling design. Roller-style garage doors or carports forward of the building line are not permitted in Macnamara.



Example of panel lift doors showing stained hardwood cladding and vertical glazed elements



Example of integrated timber tilt up garage door and vertical timber cladding

Driveways and Driveway Crossovers

Refer to requirement 1.9

Dark pavements and concretes can contribute significantly to the urban heat island effect. Therefore, lighter coloured concrete is mandated across Ginninderry.

Ginninderry has varying soil conditions which may require structural preparation of the subgrade and driveway slab design to minimise potential movement and cracking. Ensure your contractor/builder takes into account the site classification within the building resources area.



Permeable paving or living alternatives (such as grasscell) driveways can also be considered from the property boundary to the garage only.



Kerbs and footpaths are constructed in plain concrete and the driveway cross over must be constructed in either plain concrete or a maximum 5% grey oxide pigment.

Front Façade Elements



- 1.1.1 Eaves to skillion roof form
- 1.1.3 Light façade and roof colour
- 1.3.1 Vertical front windows
- 1.4.1 Visible front entry
- 1.4.2 Integrated porch design
- 1.9 Light coloured driveway and entry path

Front façade elements play an important role to enhance the dwelling and overall architectural character of Ginninderry.



1.2.1

Eaves to street frontage

1.4.1

Visible front entry

1.4.2

Expressed but integrated front verandah

1.4.5

Verandah posts protruding from low masonry blade wall elements.

1.5.6

Light façade material with accent colour

This is a good example of the proportion of the post complimenting house design.

Front Retaining Walls and Fencing

Refer to requirement 4.4

Front fencing and retaining walls play an important role in defining the public realm from the private realm.

Well constructed walls and fencing add value and contribute to the appeal of the streetscape.



Architectural split face block with capping stone terraced to reduce a single wall height.



Smooth face brick retaining wall with accent planting behind.



Mailbox integrated into a rendered pier and retaining wall.

Front Retaining Walls and Fencing Continued

Refer to requirement 4.4



Open form powder coated metal gates and rendered masonry piers.



Combination accent planting in front of an open form courtyard wall.



Open form powder coated metal fencing.



Any fencing or gates that face a street or laneway are required to be open form powder coated aluminium or open form painted or stained timber fencing.

Side and Rear Fencing

Refer to requirement 4.2



Side and rear fencing establish the inter-allotment boundaries. Ginninderry permits either “Jasper” colorbond or timber fencing.



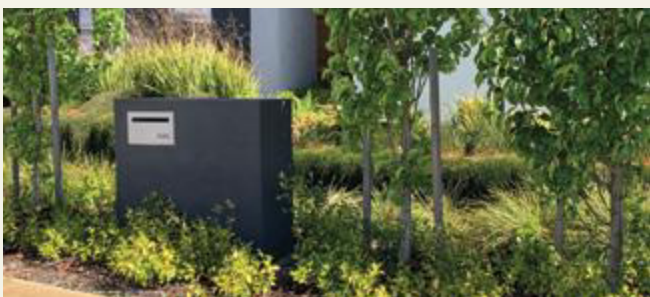
Timber inter-allotment fencing.

Mailboxes

Refer to requirement 4.5



Mailbox integrated into rendered blade wall and entry gate.



Mailboxes are required to be integrated into blade or courtyard walls or be constructed within a masonry pier.



Free standing stone faced mailbox.

Architectural Merit-based Designs

Refer to requirement 7.0



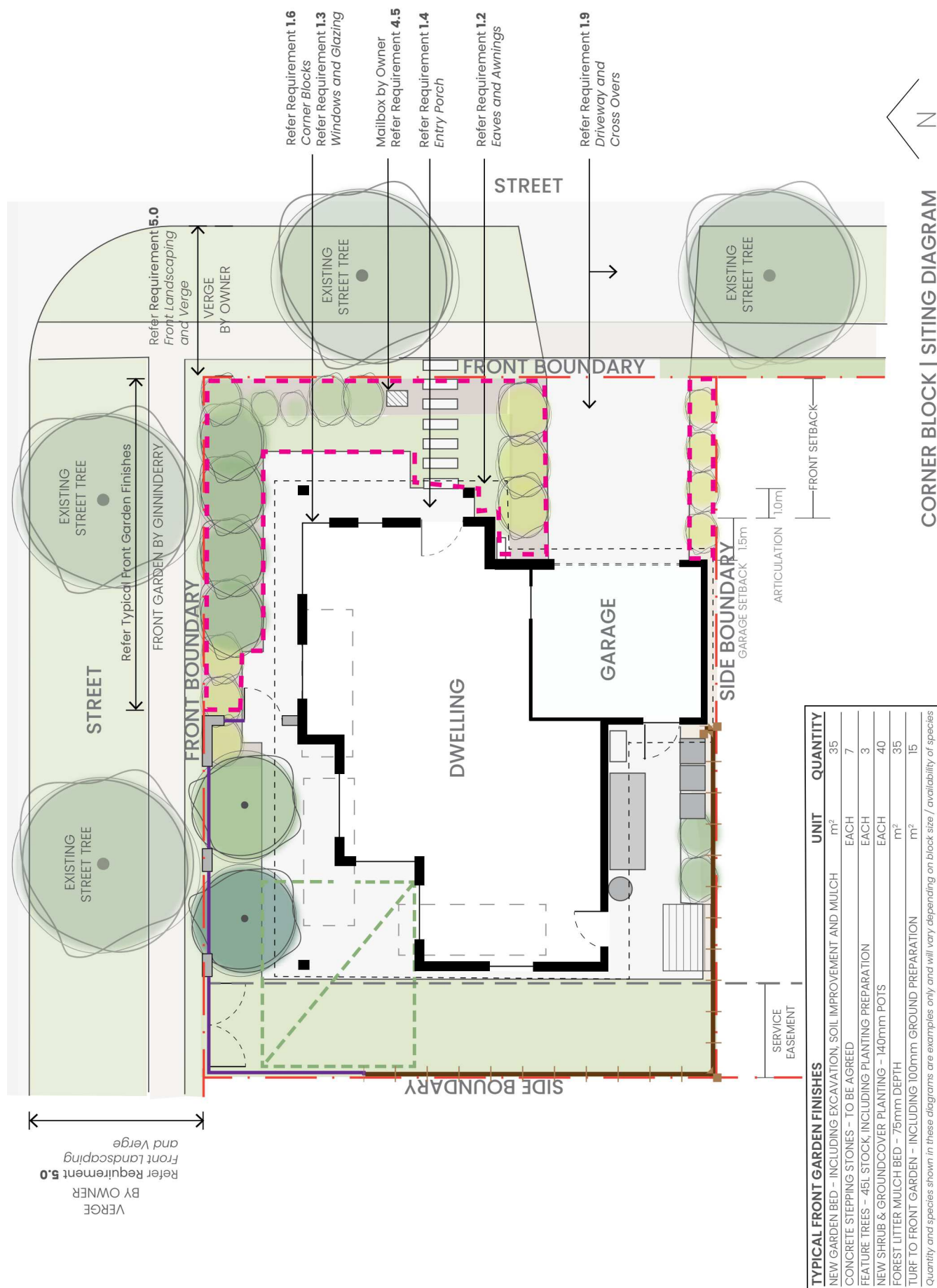
Dwellings that sit outside the general housing requirement design may be considered on architectural merit. Refer to the demonstrable criteria element 7.0.

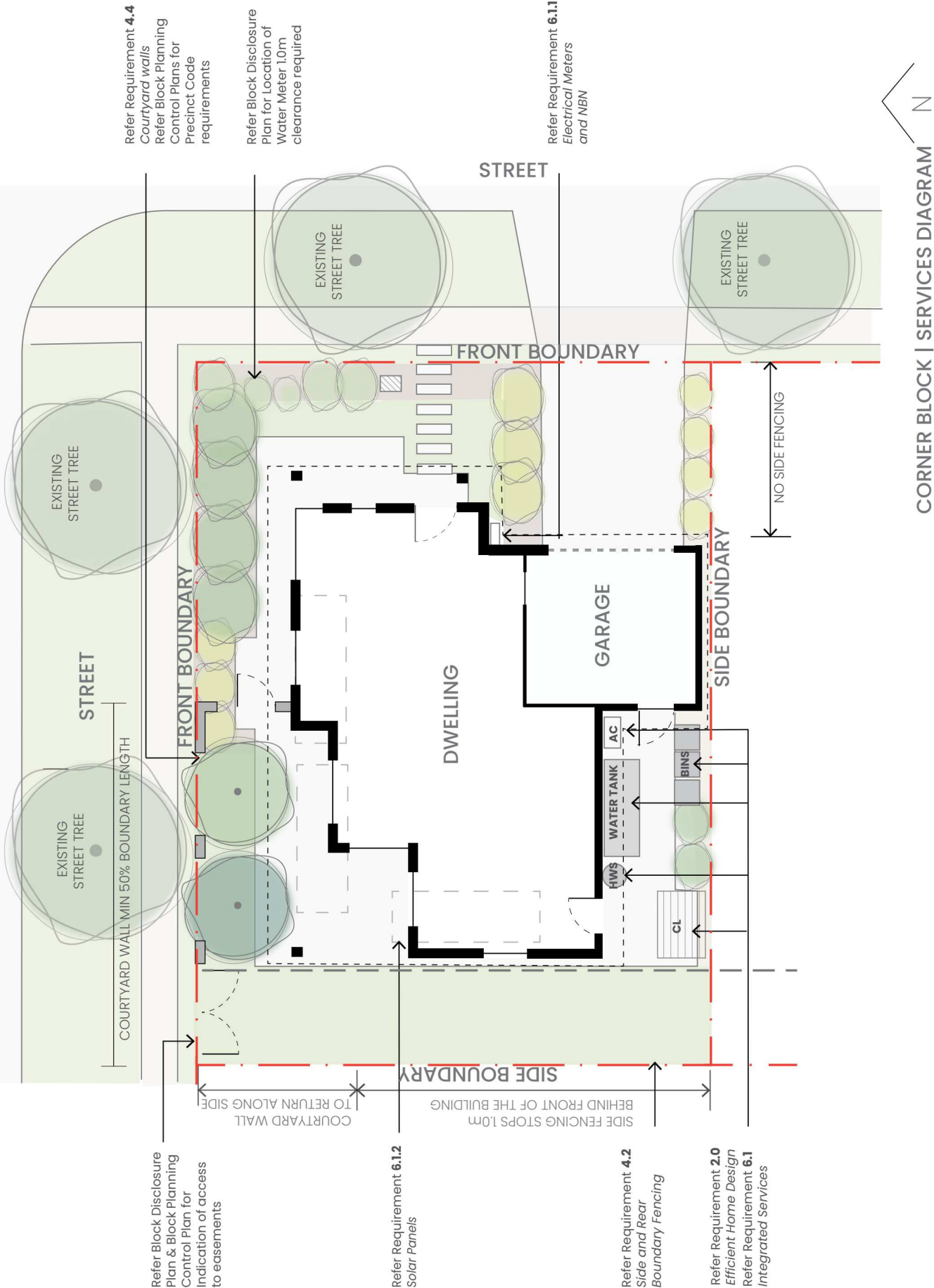
Part 5:

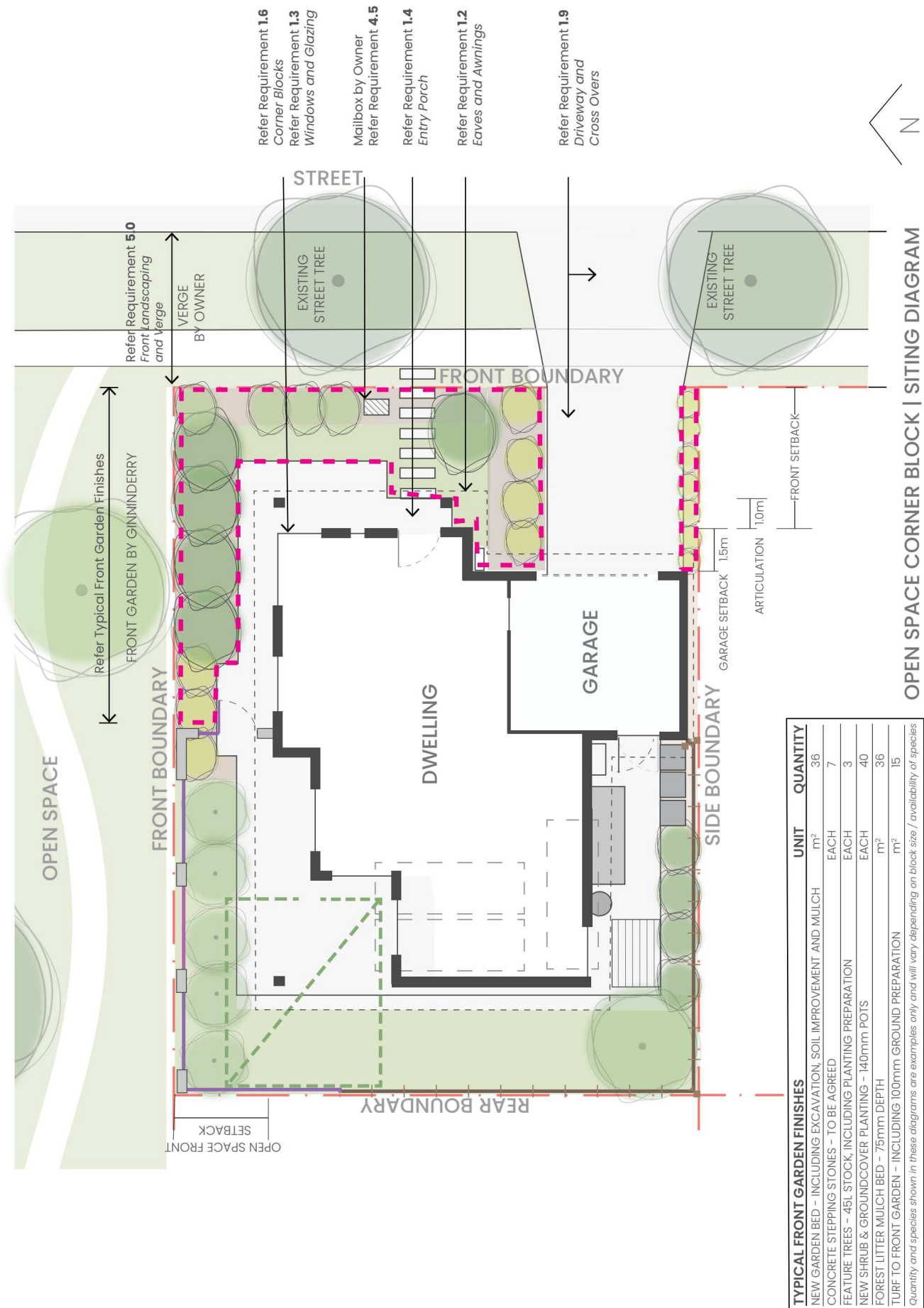
Glossary.

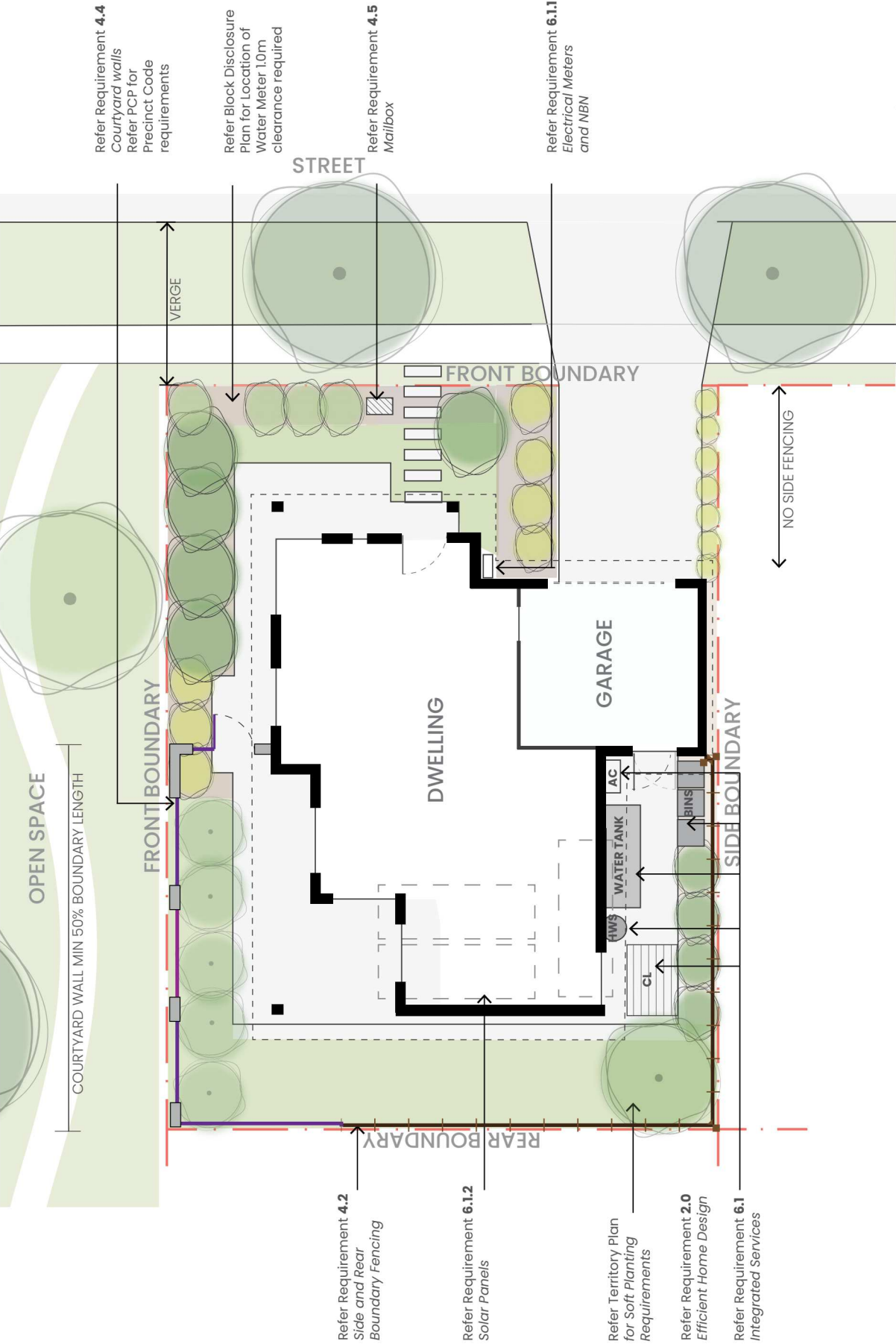
Street Facing Façade	The wall of your home that faces the street
Façade	Any part of the building which faces the street or open space
Conditioned/Habitable Rooms	Any room in your home where the temperature is maintained by mechanical means
Non-conditioned Rooms	Typically include laundry bathrooms, garages, storage rooms
Verge	Also called a nature strip, is the land between your property boundary and the roadside kerb. In the ACT it is the block owners responsibility to maintain the verge
Inter-allotment	Refers to the side boundary of an adjoining block
Dwelling	Refers to the home or house
Building Line	Refers to front point of where the building sits on the block
Cladding	A material fixed to the façade to provide a skin or layer to a building
Eaves	Edges of a roof which overhang the face of a wall
Soffit	Underside of an eave
Crossover	Area within the verge from the kerb to the front boundary where vehicle access is required
PV	Photovoltaic - also known as solar panels
NatHERS	Nationwide house energy rating scheme. For more info visit nathers.gov.au
EER	Energy Efficiency Ratio
Solar Absorptance	Amount of heat a material (such as a roof covering) absorbs. Lighter colour roofs will generally absorb less heat keeping your house cooler in summer
Glazing	Any part of a window, door or opening made of glass
Turf	A surface layer of earth including established grass plant with roots and soil. Turf is commonly installed in slabs or rolls
Synthetic or Artificial Grass	A synthetic material of man made fibres such as nylon or plastic which is manufactured in threads to imitate natural grass.

Part 6: Example Landscaping Plans









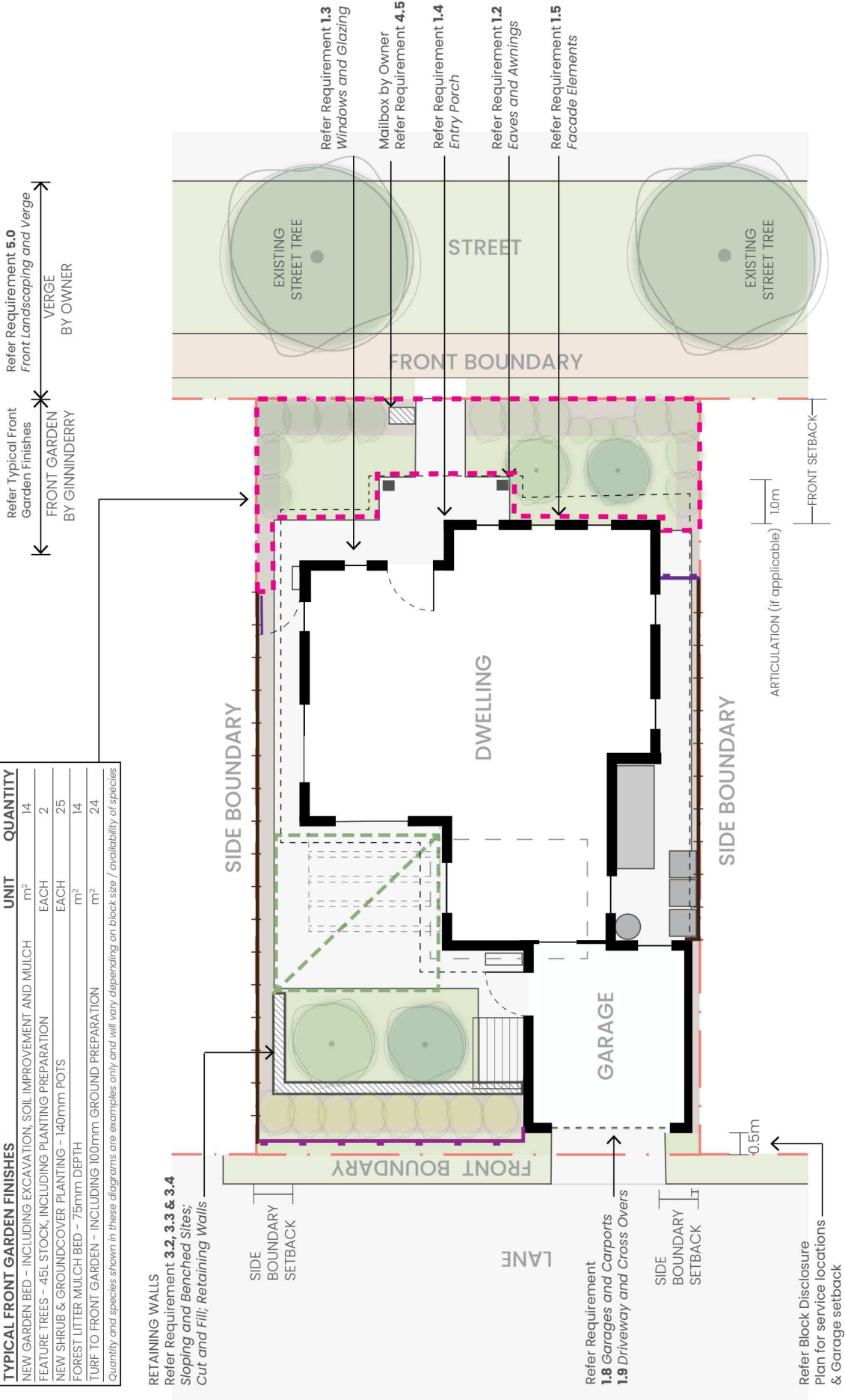
OPEN SPACE CORNER BLOCK | SERVICES DIAGRAM

TYPICAL FRONT GARDEN FINISHES		
NEW GARDEN BED – INCLUDING EXCAVATION, SOIL IMPROVEMENT AND MULCH	UNIT	QUANTITY
FEATURE TREES – 45L STOCK, INCLUDING PLANTING PREPARATION	m ²	14
NEW SHRUB & GROUND COVER PLANTING – 140mm POTS	EACH	2
FOREST LITTER MULCH BED – 75mm DEPTH	EACH	25
TURF TO FRONT GARDEN – INCLUDING 100mm GROUND PREPARATION	m ²	14
	m ²	24

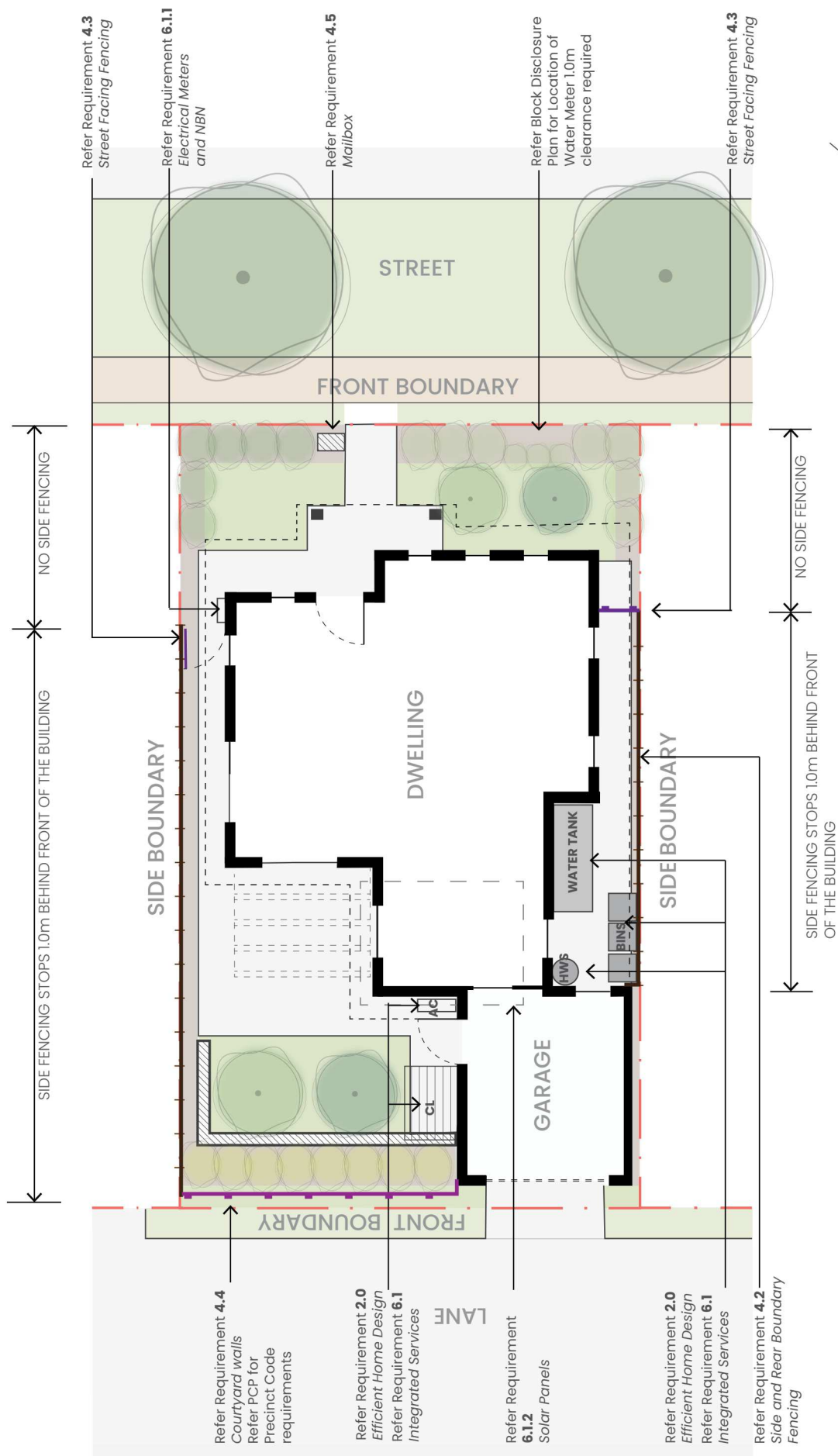
Quantity and species shown in these diagrams are examples only and will vary depending on block size / availability of species

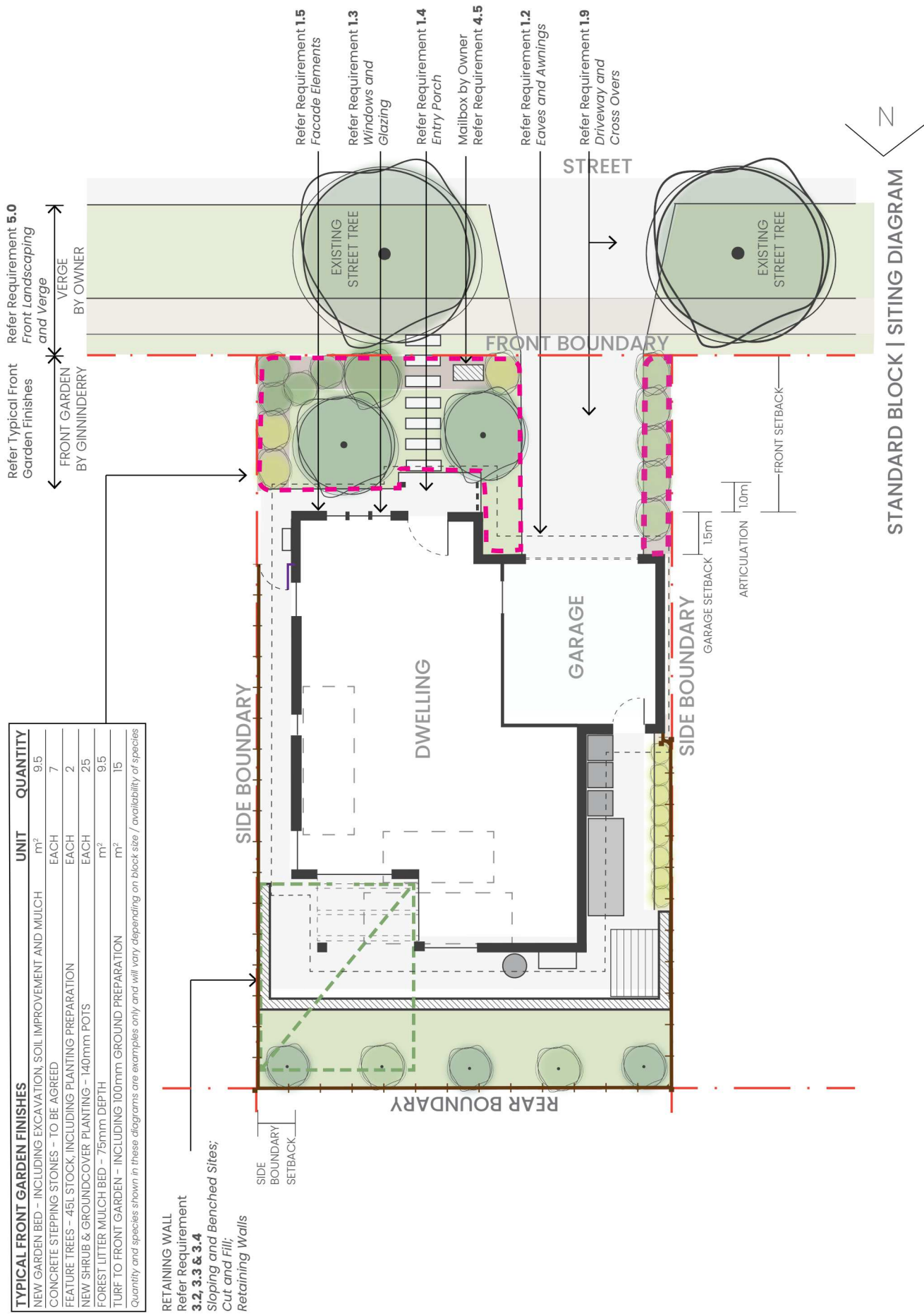
RETAINING WALLS

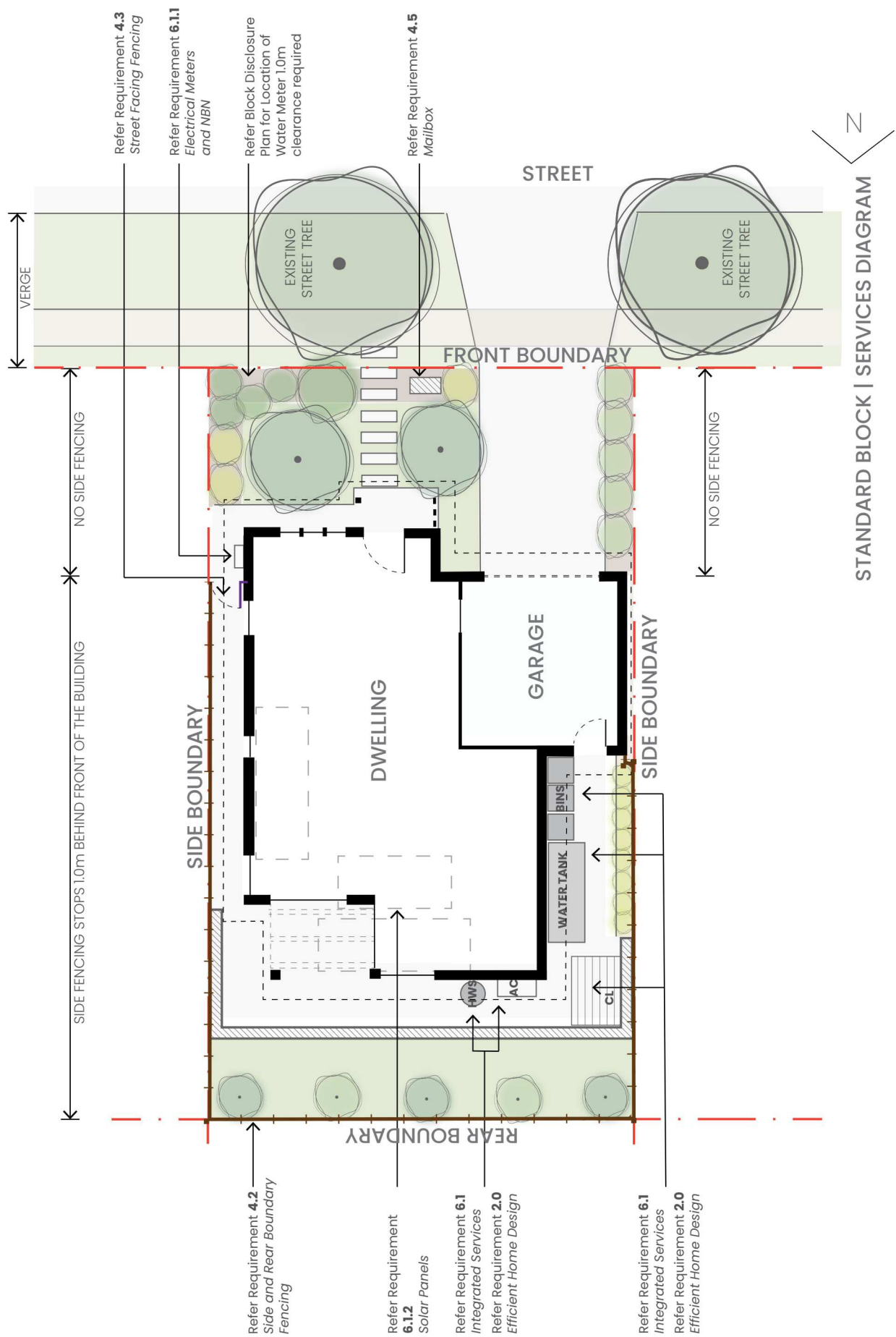
Refer Requirement 3.2, 3.3 & 3.4
Sloping and Benched Sites:
Cut and Fill; Retaining Walls



REAR LOADED BLOCK | SITING DIAGRAM







Part 7: Appendix

Design Application Form

Please fill in and submit to designs@ginninderry.com

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

Property details

Block/ Section	
Block size	

Purchaser details

Name	
Phone	
Mobile	
Email	

Designer details

Name	
Company	
Phone	
Mobile	
Email	

Builder details

Name	
Company	
Phone	
Mobile	
Email	

Contact us:

E: designs@ginninderry.com

P: 1800 316 900

Required documentation:

1. Site plan @ 1:200

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

2. Sediment and Erosion Control Plan @ 1:200

3. Floor Plans @ 1:100

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

4. Elevations @ 1:100

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

5. Sections @ 1:100

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

6. Roof Plan @ 1:100

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

7. Landscape / Fencing Plan @ 1:200

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

8. External Colours and Finishes Schedule

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

9. NatHERS EER Certificate

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

10. Sustainability Schedule

External Colours and Finishes Schedule

Please tick the boxes below

Metal Roof – Colorbond

☐ Basalt	☐ Dune	☐ Evening Haze	☐ Gully	☐ Windspray
☐ Jasper	☐ Shale Grey	☐ Surfmist	☐ Wallaby	☐ Paperbark
☐ Dover White	☐ Southerly	☐ Bluegum		

Facia & Gutters

☐ Basalt	☐ Dune	☐ Evening Haze	☐ Gully	☐ Windspray
☐ Jasper	☐ Shale Grey	☐ Surfmist	☐ Wallaby	☐ Paperbark
☐ Dover White	☐ Southerly	☐ Bluegum		

Garage Doors

☐ Basalt	☐ Dune	☐ Evening Haze	☐ Gully	☐ Windspray		
☐ Jasper	☐ Shale Grey	☐ Surfmist	☐ Wallaby	☐ Ultra Silver		
☐ Precious Silver	☐ Silver Medalist	☐ Blushed Teak	☐ Classic Cedar	☐ Iron Bark	☐ Kwila	
☐ Merbau	☐ Silky Oak	☐ Weathered Timber	☐ Western Red Cedar			

Window Frames

☐ Basalt	☐ Dune	☐ Evening Haze	☐ Gully	☐ Windspray
☐ Jasper	☐ Shale Grey	☐ Surfmist	☐ Wallaby	☐ Paperbark
☐ Dover White	☐ Southerly	☐ Bluegum		

Façade Colours Walls / Render / Cladding

☐ Basalt	☐ Cove	☐ Dune	☐ Evening Haze	☐ Gully	☐ Windspray
☐ Jasper	☐ Natural Pearl	☐ Shale Grey	☐ Surfmist	☐ Wallaby	☐ Ultra Silver
☐ Precious Silver	☐ Silver Medalist	☐ Beige Royal	☐ Braid	☐ Cru	☐ Lexicon
☐ Light Rice	☐ Linseed	☐ Natural White	☐ Oyster Linen	☐ Terrace White	☐ Toffee Fingers
☐ Tuft	☐ Warm Neutral				

Bricks – Austral

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

Bricks – PGH

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

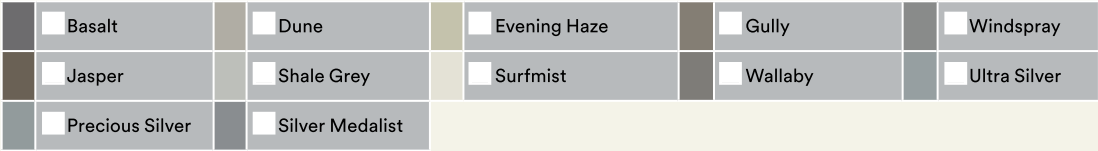
F.O. Feature area only

Fence Colour - Colorbond

Side and Rear Boundary Fencing



Fence Infill Panel / Street Facing Fencing - Colorbond



Additional Colours & Finishes - Subject to Approval

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

Cladding	
Retaining Walls	
Courtyard Walls	
Mailbox	
Feature Material	

F.O. Feature area only

Block		Section		Size (m²)	
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Solar PV Array

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

Water Fixtures note:

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

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

Please contact us at designs@ginninderry.com,
1800 316 900 or visit ginninderry.com

Follow us at:

 facebook.com/Ginninderry

 instagram.com/Ginninderry



Suburban Land
Agency



RIVERVIEW
GROUP

Ginninderry 