

**SUBURBAN LAND AGENCY
FIRST GRANT CONTRACT – LAND NOT READY
SCHEDULE**



ACT
Government

Suburban Land
Agency

DATE OF THIS CONTRACT				
LEASE DETAILS				
LAND		Block	Section	Division/District
		[Block]	[Section]	Macnamara
STAGE		Stage 1F as shown on Staging Plan		
OCCUPANCY		Vacant Possession		
CO-OWNERSHIP	Mark one <i>See clause 17</i>	<input type="checkbox"/> Tenants in common (<i>Show shares</i>)		<input type="checkbox"/> Joint Tenants
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	<i>See clause 43</i>	New Residential Premises?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
		Subdivision of potential residential land?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
		Buyer required to make a withholding payment?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
FOREIGN RESIDENTIAL WITHHOLDING TAX	<i>See clause 42</i>	Clearance certificate attached?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
PRICE	Price	[Price]	(The Price is GST inclusive)	
	Less Deposit	[Deposit]	(10% of Price)	
	Balance	[Balance]		
COMPLIANCE BOND		Not applicable		
REBATE		Not applicable		

EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE		Not applicable
DATE FOR COMPLETION	See clause 4	See clause 4.2
ESTIMATED DATE RANGE FOR WORKS	See clause 6.5	1 March 2027 – 31 August 2027

ANNEXURES

STANDARD ANNEXURES	Documents annexed to this Contract	Annexure A – Staging Plan Annexure B – Block Disclosure Plan Annexure C – Specimen Lease Annexure D – Special Conditions Annexure E – Clearance Certificate
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SPECIAL CONDITIONS	Indicate whether any special conditions apply	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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READ THIS BEFORE SIGNING

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

Authorised Delegate of the Suburban Land Agency signature:		If an individual: Buyer signature:	
Delegate name:		Buyer name:	
Witness signature:		Buyer signature:	
Witness name:		Buyer name:	
		Witness signature:	
		Witness name:	

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

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

RW AMOUNT

(Residential Withholding Payment) – Further Details

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

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

1 GRANT OF THE LEASE

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

2 TERMS OF PAYMENT

- 2.1 The Buyer must pay the Deposit to the Seller. The Seller agrees to accept the payment of the Deposit in two instalments as follows
 - (a) 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
 - (b) the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);
- 2.2 Subject to clause 2.8 the Deposit (including the First Instalment) is released to the Seller and must be applied to the Price on Completion.
- 2.3 If the First Instalment of the Deposit is:
 - (a) not paid on time or in accordance with clause 2.1; or
 - (b) paid by cheque and the cheque is not honoured on first presentation,the buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer without the notice otherwise necessary under clause 26 and the provisions of clause 27 will apply.

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

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

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

3 NOT USED

4 DATE FOR COMPLETION

- 4.1 Completion must take place in Canberra on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.
- 4.2 The Date for Completion will be the 'Date for Completion' stipulated in the Built Form Delivery Contract.
- 4.3 The Seller and the Buyer acknowledge and agree that the Date for Completion may be a date that is before the earlier date in the Estimated Date Range for Works.

5 NOT USED

6 WORKS

- 6.1 The Buyer acknowledges that at the Date of this Contract the Works may not have been completed.
- 6.2 The Seller discloses and the Buyer acknowledges that the Seller is not providing reticulated gas to the Land.
- 6.3 This Contract is subject to and conditional upon:
- (a) Operational Acceptance of the Works; and
 - (b) registration of a Deposited Plan for the Stage.
- 6.4 The Seller must use its best endeavours to obtain Operational Acceptance and register the Deposited Plan for the Stage by the last date in the Estimated Date Range for Works specified in the Schedule if it has not done so already on the Date of this Contract.
- 6.5 The Seller may by notice to the Buyer vary the last date of the Estimated Date Range for Works by up to 1 year (but no more without the express consent of the Buyer) where Operational Acceptance is delayed due to an event or events occurring beyond the Seller's reasonable control, including but not limited to:
- (a) any non-compliance with statutory time frames by any government or regulatory authority that delays Operational Acceptance;
 - (b) weather sufficiently inclement to prevent the Seller obtaining Operational Acceptance by the last date of the Estimated Date Range for Works;
 - (c) industrial dispute;
 - (d) unavailability of labour, plant or materials; or

(e) any other reasonable cause or event beyond the control of the Seller.

The Seller may also by notice to the Buyer vary the last date of the Estimated Date Range for Works to reflect any extension of the Target Date made in accordance with the Built Form Delivery Contract.

6.6 Any notice of variation to the last date of the Estimated Date Range for Works must be in writing and set out:

- (a) the reasons in general terms for the delay to the Operational Acceptance of the Works; and
- (b) the amended Estimated Date Range for Works.

6.7 Subject to clause 6.8, if Operational Acceptance and registration of a Deposited Plan for the Stage have not been obtained (or the Seller, acting reasonably, advised the Buyer that it is unable to be obtained) by the last date in the Estimated Date Range for Works specified in the Schedule or as amended, either party may rescind this Contract by notice to the other and the provisions of clause 29 will apply.

6.8 A party may only exercise its right to rescind this Contract within 28 days of:

- (a) the last date in the Estimated Date Range for Works specified in the Schedule, or as amended, in accordance with this Contract; or
- (b) the date that the Seller gives notice to the Buyer that the last date in the Estimated Date Range for Works specified in the Schedule is unable to be obtained, which notice may be given at any time.

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

7 SIGNING OF LEASE

7.1 The Buyer must, no later than 5 Working Days from the date the Seller serves the Lease on the Buyer:

- (a) sign each copy of the Lease; and
- (b) return to the Seller's Solicitor the signed original Lease (in duplicate).

7.2 The Buyer undertakes to register the Lease following Completion.

8 NOT USED

9 VARIATION TO LAND

9.1 The Buyer acknowledges that the Specimen Lease, the Plans and any other documentation made available in relation to the Land may be affected by one or more of the following:

- (a) the requirements of legislation;
- (b) variations to the Territory Plan;
- (c) the requirements of government authorities; and
- (d) physical conditions affecting the Works,

and may result in one or more of the following:

- (e) minor redefinition of the boundaries of the Land;
- (f) minor road re-alignment or dedication; or
- (g) minor variations of the easements relating to the provision of Utility Services.

- 9.2 Any redefinition, road realignment or dedication or variation of easements will be deemed to be minor if it does not materially and detrimentally affect the use of the Land.
- 9.3 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 25 of this Contract in respect of any matter set out in clause 9.1.
- 10 NOT USED**
- 11 NOT USED**
- 12 NOT USED**
- 13 PROPERTY ACT**
- 13.1 The Property Act does not apply to this Contract as this Contract is not a sale of residential property and the grant of the Lease will be the first grant of a crown lease over the Land.
- 14 NON-CONFORMING TRANSFERS NOT TO BE USED**
- 14.1 The Buyer acknowledges that it will not be able to use the non-conforming transfer provisions of section 17(3) of the *Duties Act 1999* (ACT) in relation to the Contract, as the grant of the Lease will be the first grant of a crown lease over the Land.
- 15 ENTIRE AGREEMENT**
- 15.1 The Buyer agrees that this Contract and the Built Form Delivery Contract set out the entire agreement of the parties on the subject matter of this Contract and the Built Form Delivery Contract and supersede any prior agreement, advice, or material supplied to the Buyer or understanding on anything connected with the subject matter of this Contract.
- 16 NO RELIANCE**
- 16.1 Each party has entered into this Contract without reliance upon any representation, statement or warranty (including sales and marketing material and preliminary artwork) except as set out in this Contract.
- 17 CO-OWNERSHIP**
- 17.1 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Land in the specified manner of Co-ownership in the Schedule or if one alternative is not marked, as joint tenants.
- 18 NON-MERGER**
- 18.1 If any term of this Contract may be given effect to after Completion that term will not merge on Completion but will continue in force for as long as is necessary to give effect to it.
- 19 BUYER RELIES ON OWN ENQUIRIES**
- 19.1 The Buyer is not entitled to make any requisitions on the title to the Land.
- 19.2 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 25 of this Contract in respect of:

- (a) a Utility Service for the Land being a joint service or passing through another property, or any Utility Service for another property passing through the Land;
 - (b) a promise, representation or statement about this Contract, the Land or the Lease, not made in this Contract;
 - (c) the size of any service ties for the supply of water on or to the Land;
 - (d) the existence of regrading, fill, or other disability of or upon the Land, whether caused by the Commonwealth of Australia, the Seller, previous occupants of the Land or otherwise;
 - (e) any soil classification in relation to the Land; and
 - (f) anything disclosed in this Contract (except an Affecting Interest).
- 19.3 The Buyer acknowledges, understands and accepts that the existence of regrading, 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 regrading, fill, contamination of any substance or other disability.
- 19.4 The Buyer acknowledges that it relies on its own enquiries in relation to the Land and warrants that in entering into this Contract the Buyer:
- (a) has not relied on any express or implied statement, warranty or representation whether oral, written or otherwise made by or on behalf of the Seller to the Buyer in connection with the Land other than as set out in this Contract;
 - (b) has not relied on any documentation made available by or on behalf of the Seller to the Buyer in relation to the Land other than documentation forming part of this Contract; and
 - (c) is satisfied as to the nature, quality and condition of the Land and the purposes for which the Land may be used.
- 19.5 The Seller makes no warranty as to the accuracy or completeness of any document made available by or on behalf of the Seller to the Buyer in connection with the Land other than documentation forming part of this Contract.

20 SELLER WARRANTIES

- 20.1 The Seller warrants that at the Date of this Contract the Seller:
- (a) will be able to complete at Completion;
 - (b) has no knowledge of any unsatisfied judgment, order or writ issued by a court or tribunal affecting the Land; and
 - (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.
- 20.2 The Seller warrants that on Completion:
- (a) the Seller will have the capacity to complete;
 - (b) there will be no unsatisfied judgment, order or writ issued by a court or tribunal affecting the Land;
 - (c) the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land; and

- (d) the Seller is not aware of any encroachments by or upon the Land except as disclosed. This warranty does not extend to the location of any dividing fence.
- 20.3 The Seller gives no warranties as to the present condition of the Land, except as required by law.

21 ADJUSTMENTS

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

22 TERMS OF POSSESSION

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

23 NOT USED

24 ERRORS AND MISDESCRIPTIONS

- 24.1 The Buyer will be entitled to compensation on Completion (and the Price will be reduced accordingly) in full and final settlement if the Buyer suffers a loss as a result of an error of any kind or misdescription, and the Buyer makes a claim for compensation before Completion.
- 24.2 This clause 24 applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.
- 24.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

25 COMPENSATION CLAIMS BY BUYER

- 25.1 This clause 25 applies to claims for compensation arising out of this Contract made by the Buyer against the Seller including claims under clause 24.
- 25.2 To make a claim for compensation (including a claim under clause 24) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:
- (a) the Seller can rescind if in the case of a claim that is not a claim for delay:
 - (i) the Seller gives notice to the Buyer of an intention to rescind; and
 - (ii) the Buyer does not give notice to the Seller waiving the claim within 10 Working Days after receiving the notice; and
 - (b) if the Seller does not rescind under clause 25.2(a) the Parties must complete (without any deduction to the Price) and:
 - (i) the claim must be finalised (subject to clause 25.2(b)(ii)) either by agreement or, failing agreement, by an arbitrator appointed by the parties or, if an appointment is not made within 20 Working Days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (ii) the decision of the arbitrator is final, and binding save for:
 - A. manifest error by the arbitrator obvious on its face in the final determination by the arbitrator;
 - B. error in the application of law by the arbitrator in making his or her determination; or

- C. improper or unlawful conduct by the arbitrator or either party that affected or might reasonably be thought to affect the arbitrator's determination;
- (iii) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator;
- (iv) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer; and
- (v) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 3 calendar months after Completion.

26 NOTICE TO COMPLETE AND DEFAULT NOTICE

- 26.1 If Completion does not take place by the Date for Completion, either party may, at any time after the Date for Completion, serve on the other party a Notice to Complete.
- 26.2 A Notice to Complete must appoint a time during business hours and a date being not less than 10 Working Days after service of the Notice to Complete (excluding the date of service) by which, and a place in Canberra at which, to complete this Contract.
- 26.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
- (a) not be in default; and
 - (b) be ready, willing and able to complete but for some default or omission of the other party.
- 26.4 Completion at the time, date and place specified in the Notice to Complete is an essential term.
- 26.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 26.6 A Default Notice must:
- (a) specify the default; and
 - (b) require the party served with the Default Notice to rectify the default within 10 Working Days after service of the Default Notice (excluding the date of service).
- 26.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 26.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 26.9 Clauses 27 or 28 will apply as applicable where the party served does not comply with the Notice to Complete or the Default Notice issued in accordance with this clause 26.
- 26.10 If the Party serving a notice under this clause 26 varies the time referred to in the notice at the request of the other party:
- (a) the time agreed to in the variation remains an essential term; and
 - (b) the consent to the variation must be in writing and be served on the other party.

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

27 TERMINATION – BUYER’S DEFAULT

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

- (a) sue the Buyer for breach; or
- (b) re-sell the Land and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer’s default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Land within 12 months of termination.

27.2 Subject to clause 27.4, if this Contract is terminated by the Seller pursuant to clause 27.1, the Seller is not required to refund the Deposit to the Buyer and the Deposit is forfeited to the Seller without further notice to the Buyer.

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

27.4 In addition to any money forfeited to the Seller under clause 27.2, the Seller may retain on termination any other money paid by the Buyer (not including the Deposit) as security for any damages awarded to the Seller arising from the Buyer’s default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

28 TERMINATION – SELLER’S DEFAULT

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

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

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

29 RESCISSION

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

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

30 DAMAGES FOR DELAY IN COMPLETION

30.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:

- (a) interest on the Price at the rate of 10% per annum calculated on a daily basis from the Date for Completion to Completion (inclusive); and
 - (b) the amount of \$660.00 (including GST) to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 5 Working Days after the Date for Completion.
- 30.2 The party at fault must pay the amount specified in clause 30.1 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 30.3 The parties agree that:
- (a) the amount of any damages payable under clause 30.1(a) to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion; and
 - (b) the damages must be paid on Completion.

31 FOREIGN BUYER

- 31.1 The Buyer warrants that the Commonwealth Treasurer cannot prohibit and has not prohibited the grant of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).
- 31.2 This clause 31 is an essential term.

32 GST

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

33 INSOLVENCY

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

34 POWER OF ATTORNEY

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

35 NOTICES CLAIMS AND AUTHORITIES

- 35.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 35.2 To serve a notice a party must:
- (a) leave it at; or
 - (b) send it by a method of post requiring acknowledgement of receipt by the addressee to,

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

- (c) serve it on that party's solicitor in any of the above ways; or
 - (d) send it by email to an email address of that party's solicitor specified on the Schedule, or otherwise as notified from time to time and, unless the receiving party indicates by immediate automatic response that the email address is unattended, the notice is taken to have been received at the time it was sent and if not sent before 5:00pm on a Working Day, on the next Working Day.
- 35.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 35.4 If a notice is served in accordance with clause 35.2(a), the notice is taken to have been received on the day that it is delivered or, if not delivered before 5:00pm on a Working Day, on the next Working Day.
- 35.5 If a notice is served in accordance with clause 35.2(b), the notice is taken to have been received on the day 2 Working Days after it was posted.

36 BUSHFIRE PROTECTION

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

37 CAT CONTAINMENT

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

38 GEOTECHNICAL INFORMATION

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

39 PRIVACY

- 39.1 The Buyer acknowledges that they have received, read, and understood the Ginninderry Privacy Policy and Ginninderry Privacy Collection Notice, and accepts that any information collected by the Development Manager, the Appointed Sales Agent, or the Seller pursuant to this Contract is held and used in accordance with the Ginninderry Privacy Policy and Ginninderry Privacy Collection Notice.
- 39.2 The Buyer consents to the Development Manager's, the Appointed Sales Agent's, and the Seller's use of any personal information provided by the Buyer to reasonably fulfil the purpose of this Contract and any of its functions, including:
- (a) disclosure of personal information to the ACT Revenue Office and other ACT and Commonwealth government agencies;
 - (b) for entering into, administering and completing this Contract;
 - (c) for planning and product development by the Seller and Development Manager;
 - (d) to comply with the Seller's obligations or to enforce its rights under this Contract;

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

40 NOT USED

41 LAND DESCRIPTION

- 41.1 The Seller advises and the Buyer acknowledges that the description of the Land in the Plans and associated documents may be by way of alphabetical block and section references.
- 41.2 When numerical block and section references are issued for the Land, prior to Completion the Seller's Solicitor will advise the Buyer's Solicitor of the numerical identifiers.

42 FOREIGN RESIDENT WITHHOLDING TAX

- 42.1 In this clause 42, the following definitions apply:

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

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

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

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

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

Withholding Amount means, subject to clauses 42.5 and 42.6, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and

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

- 42.2 If Clearance Certificates for all of the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

- 42.3 If clause 42.2 does not apply, then:
- (a) the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 42.3(b)(i), within 5 days of written request from the Buyer; and
 - (b) the Buyer must:
 - (i) lodge a purchaser payment notification form with the ATO; and
 - (ii) give evidence of compliance with clause 42.3(b)(i) to the Seller, no later than 5 days before the Date for Completion;
 - (c) the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and
 - (d) the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 42.3(c) in payment of the Withholding Amount following Completion.
- 42.4 If clause 42.3 applies and the parties do not comply with clause 42.3(d):
- (a) the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and
 - (b) the Buyer charges the Land (for the benefit of the Seller) with the Buyer's obligations under this clause 42.4.
- 42.5 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 42.6 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Land of the Sellers that are subject to a Clearance Certificate.
- 42.7 Where a Clearance Certificate is provided by the Seller to the Buyer, the Seller warrants to the Buyer that the Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

43 RESIDENTIAL WITHHOLDING TAX

Warning: The following clauses 43.1 to 43.12 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 43.1 In this clause 43 the following words have the following meanings:

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

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

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

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

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

- 43.2 The Seller must provide the Buyer with the RW Amount Information no later than 28 days prior to the Date for Completion.
- 43.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Land from the Seller to the Buyer.
- 43.4 The following clauses 43.5 to 43.12 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 43.5 Subject to any adjustments to the Price or non-monetary consideration that may arise after the date that the RW Amount Information is provided in accordance with clause 43.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14-255 of the Withholding Law in relation to the supply of the Land from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 43.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO at least 10 Working Days prior to the Date for Completion.
- 43.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.
- 43.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and give to the Seller on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 43.9 The Seller must forward the unendorsed bank cheque provided under clause 43.8 to the ATO within 5 Working Days following Completion and provide the Buyer with evidence of payment of the RW Amount to the ATO.
- 43.10 The Buyer and Seller must comply with all ATO requirements in relation to the Withholding Law and must also assist and co-operate with each other in order to ensure that those requirements are met. If necessary to give effect to this clause, the Buyer appoints the Seller as its agent for the purpose of completing any notification required to be given by the Buyer to the ATO.
- 43.11 The Seller may provide the Buyer with updated RW Amount Information at any time, and (if necessary) on more than one occasion, prior to Completion. If the Seller provides the Buyer with updated RW Amount Information in accordance with this clause, the Buyer must, within 3 Working Days of receipt of the RW Amount Information, provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO including the updated RW Amount Information.
- 43.12 The Seller indemnifies the Buyer against the amount of any penalties or interest charges imposed by the ATO on the Buyer (or the relevant recipient of the supply) arising from any failure by the Seller to forward the unendorsed bank cheque required by clause 43.8 to the ATO.

44 BLOCK DISCLOSURE PLAN

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

45 NOT USED

46 NOT USED

47 COMMONWEALTH SANCTIONS

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

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

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

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

48 DEFINITIONS

- 48.1 Definitions appear in the Schedule and as follows:

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

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

Balance of the Price means the Price less the Deposit;

Block Disclosure Plan means the plan annexed to this Contract as Annexure B;

Built Form Delivery Contract means the 'Ginninderry – Built Form Delivery Contract' for the Land dated on the date of this Contract between the Developer and the Buyer as buyer;

Completion means the time at which this Contract is completed;

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

Default Notice means a notice in accordance with clauses 26.5 and 26.6;

Deposit means the amount specified in the Schedule and which:

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

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

Developer means Suburban Land Agency ABN 27 105 505 367 and Riverview Developments (ACT) Pty Ltd ACN 165 870 557;

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

Domestic Partner has the meaning given to that term in section 169(1) of the *Legislation Act 2001* (ACT);

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 Block Disclosure Plan;

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

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);

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

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 Block Disclosure Plan, include an annexure or additional provisions detailing the terms of the easement;

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

Notice to Complete means a notice in accordance with clauses 26.1 and 26.2 requiring a party to complete;

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

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

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

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

Plans means:

- (a) the Staging Plan; and
- (b) the Block Disclosure Plan,

copies of which are annexed to this Contract.

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 C;

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

Supply has the meaning in the GST Law;

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

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

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

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

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

49 INTERPRETATION

49.1 In this Contract:

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

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

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

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

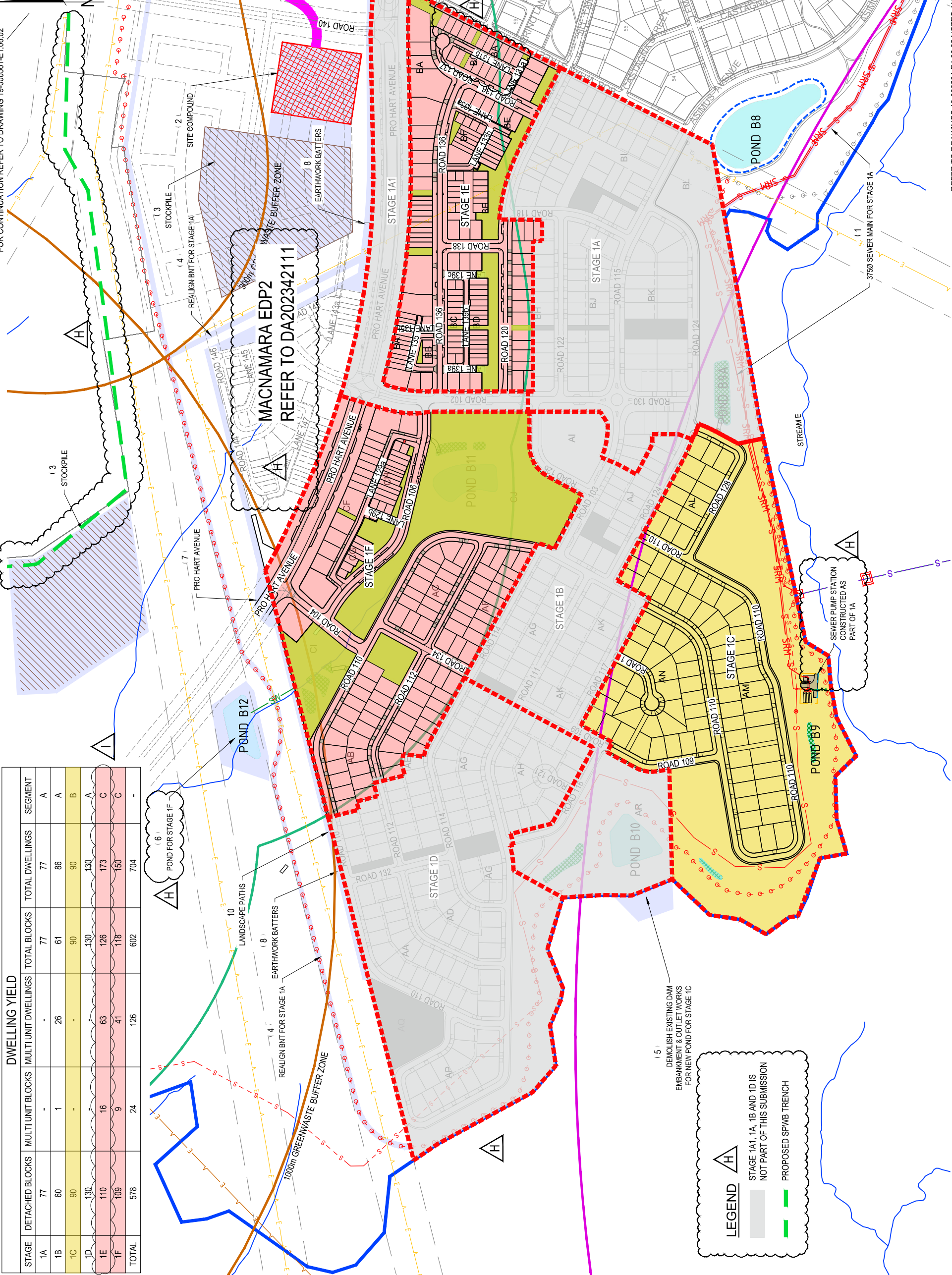
ANNEXURE A – STAGING PLAN

SPECIMEN

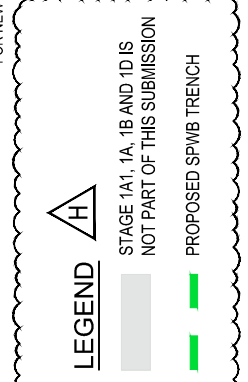
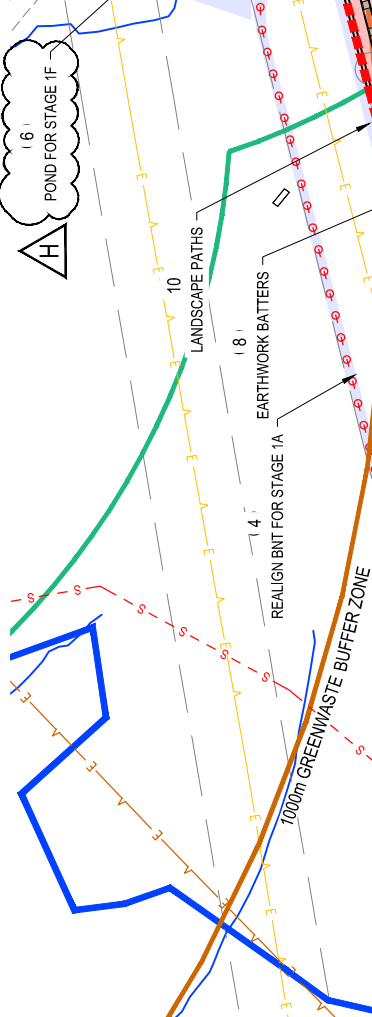
LEGEND

- MACNAMARA EDP 1 BOUNDARY
- SUB-STAGE BOUNDARIES
- PUBLIC LAND RESERVE BOUNDARY
- SEWER MAIN
- WATER MAIN
- STORMWATER MAIN
- EXISTING TRANSGRID 330KV OVERHEAD CABLE & TOWER
- BICENTENNIAL NATIONAL TRAIL
- EXISTING BICENTENNIAL NATIONAL TRAIL
- SITE ACCESS
- AREAS OF WORKS OUTSIDE EDP 1
- POND
- LOWER MOLONGLO SEWER TREATMENT PLANT INTERIM BUFFER ZONE
- GREENWASTE BUFFER ZONE
- TRANSGRID SUBSTATION NOISE LINE (350BA)
- LANDFILL BUFFER ZONE (500m)

FOR CONTINUATION REFER TO DRAWING 19-0000561-E1.06.02



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



REFER TO DRAWINGS 19-0000561-E1.06.02 NOTES AND TABLE

PROJECT: MACNAMARA EDP 1
 DRAWING TITLE: STAGING PLAN
 PROJECT NO.: 19-0000561
 DRAWING NO.: E1.06.01
 REVISION: 1

CLIENT/CONSULTANTS: Ginninderry, redbox designgroup, Tait Network
 egis logo

SCALE: 0 25 50 75 100 125 150 175 200
 SCALE 1:2500 (A1)
 SCALE 1:5000 (A3)

ESTATE DEVELOPMENT PLAN
 AUTHORED BY: [Name]
 BY: [Name]
 DATE: [Date]

REV	DATE	ISSUED FOR	BY	CHKD	APPD
1	19/10/2021	ISSUE FOR DA	[Name]	[Name]	[Name]
2	25/11/2021	RE-ISSUE FOR DA	[Name]	[Name]	[Name]
3	28/02/2022	NO.10 OPEN SPACE PATH ALIGNMENT REVISED	[Name]	[Name]	[Name]
4	07/09/2022	EMERGENCY REVISIONS STAGES 1A AND 1D	[Name]	[Name]	[Name]
5	11/11/2022	STAGE 1E AND 1F BLOCK COUNT UPDATED, STAGE 1E BLOCK LAYOUT UPDATED	[Name]	[Name]	[Name]
6	11/11/2022	ISSUED FOR RECONSIDERATION	[Name]	[Name]	[Name]
7	01/12/2022	ISSUED FOR RECONSIDERATION, STAGE 1E DWELLING YIELD UPDATED	[Name]	[Name]	[Name]

ANNEXURE B – BLOCK DISCLOSURE PLAN

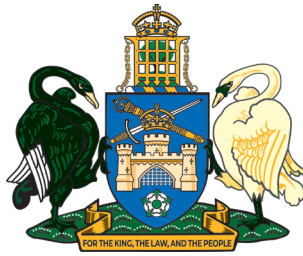
SPECIMEN

ANNEXURE C – SPECIMEN LEASE

SPECIMEN

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

LEASE No.



Volume

Folio

CONDITIONS APPLICABLE

MOP No.

Annexure

AUSTRALIAN CAPITAL TERRITORY

CROWN LEASE

PLANNING ACT 2023

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

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 LESSEE	SIGNATURE OF WITNESS
	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)

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ANNEXURE D – SPECIAL CONDITIONS

1 BUYER'S WARRANTY

- 1.1 On the Date of this Contract the Buyer warrants that:
- (a) it does not own, and has not entered into a contract to purchase, in Australia or overseas, either alone or jointly with any other person, any real property; and
 - (b) its Domestic Partner does not own, and has not entered into a contract to purchase, in Australia or overseas, either alone or jointly with any other person, any real property.
- 1.2 A breach of the warranty in special condition 1.1 is a default by the Buyer and entitles the Seller to serve on the Buyer a Default Notice and the provisions of clause 26 apply.

2 INTERDEPENDENT CONTRACT

- (a) The making of this Contract is conditional upon the Developer and the Buyer simultaneously entering into the Built Form Delivery Contract in respect of the Land.
- (b) Completion of this Contract is conditional upon the Developer and the Buyer simultaneously completing the Built Form Delivery Contract.
- (c) If the Developer has the right to terminate the Built Form Delivery Contract, the SLA is taken to have the right to terminate this Contract simultaneously by notice to the Buyer and clause 27 will apply.
- (d) If the Buyer has the right to terminate the Built Form Delivery Contract, the Buyer is taken to have the right to terminate this Contract simultaneously by notice to the SLA and clause 28 will apply.
- (e) If the Built Form Delivery Contract is lawfully rescinded, this Contract is simultaneously rescinded without the requirement for any notice to be given under this Contract, and clause 29 will apply.

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**.