

**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
		See Block Summary Table		Macnamara
STAGE		Stage 2 (EDP2) as shown on Staging Plan		
OCCUPANCY		Vacant Possession		
CO-OWNERSHIP	Mark one <i>See clause 17</i>	☐ Tenants in common (<i>Show shares</i>)		☐ Joint Tenants
SELLER DETAILS				
SELLER	Full name	Suburban Land Agency		
	ACN/ABN Address	27 105 505 367 480 Northbourne Avenue, Dickson ACT 2602		
SELLER'S SOLICITOR	Firm	MV Law		
	Ref	Christine Murray/Rebecca Rezuk		
	Phone	02 6279 4499		
	Fax	02 6279 4455		
	Address	GPO Box 764 Canberra City ACT 2601		
	Email	ginninderry@mvlaw.com.au		
BUYER DETAILS				
BUYER	Full Name			
	ACN/ABN Address			
BUYER'S SOLICITOR	Firm			
	Ref			
	Phone			
	Fax			
	DX/Address			
	Email			
PAYMENT DETAILS				
RESIDENTIAL WITHHOLDING TAX	<i>See clause 43</i>	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	<i>See clause 42</i>	Clearance certificate attached?	☐ No	☒ Yes
PRICE	Price Less Deposit Balance	See Block Summary Table (The Price is GST inclusive) (10% of Price)		
COMPLIANCE BOND	<i>See clause 5</i>	[\$compliance bond amount]		

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

ANNEXURES

STANDARD ANNEXURES	Documents annexed to this Contract	Annexure A – Staging Plan Annexure B – Block Details Plan Annexure C – Block Fill Plan Annexure D – Specimen Lease Annexure E – Special Conditions Annexure F – Director's Guarantee Annexure G – Ginninderry Housing Design Requirements Annexure H – Clearance Certificate	
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):			[insert]
	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):			

BLOCK SUMMARY TABLE

STAGE	SECTION	BLOCK	%	PRICE APPORTIONMENT PER BLOCK	DEPOSIT (10%)	BALANCE
	TOTAL		100%			

1 GRANT OF THE LEASES

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

2 TERMS OF PAYMENT

- 2.1 The Buyer must pay the Deposit to the Seller. The Seller agrees to accept the payment of the Deposit in two instalments as follows
 - (a) 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
 - (b) the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);
- 2.2 Subject to clause 2.8 the Deposit (including the First Instalment) is released to the Seller and must be applied to the Price on Completion.
- 2.3 If the First Instalment of the Deposit is:
 - (a) not paid on time or in accordance with clause 2.1; or
 - (b) paid by cheque and the cheque is not honoured on first presentation,the buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer without the notice otherwise necessary under clause 26 and the provisions of clause 27 will apply.
If the Seller does not terminate this Contract in accordance with this clause 2.3 then this Contract remains on foot, subject to this clause 2.3, until either the Seller terminates the Contract pursuant to this clause 2.3, or waives the benefit of this clause 2.3 pursuant to clause 2.6.
- 2.4 If the Second Instalment of the Deposit is not paid on time in accordance with clause 2.1 then the Seller cannot immediately terminate this Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 10 Working Days after service of the Default Notice (excluding date of service).
- 2.5 For the avoidance of doubt, the Buyer must pay the full Price to the Seller, on or before Completion.
- 2.6 These clauses 2.1 to 2.6 inclusive are for the benefit of the Seller. The Seller may notify the Buyer in writing that the benefit of these clauses 2.1 to 2.6 inclusive is waived.
- 2.7 The obligations imposed on the Buyer by this clause 2 bind the Buyer notwithstanding any indulgence or extension of time by the Seller to the Buyer.
- 2.8 If this Contract is:
 - (a) rescinded; or
 - (b) terminated due to the default of the Seller or pursuant to clause 48.4(c)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. **Despite the Price being apportioned per Block in the Block Summary Table, the Buyer agrees that the total Price must be paid on Completion without apportionment.**
- 2.12 Any money payable to the Seller by the Buyer must be paid to the Seller or as the Seller's Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

3 DEPOSIT BOND AND BANK GUARANTEE

- 3.1 The Deposit to be paid pursuant to clause 2.1 may be paid by way of a Deposit Bond or Bank Guarantee for the full amount of the Deposit (i.e. 10% of the Price) provided that at least 3 Working Days prior to the Date of this Contract the Buyer:
- (a) informs the Seller of their intention to provide a Deposit Bond or Bank Guarantee;
 - (b) provides the Seller with a copy of the proposed Deposit Bond or Bank Guarantee for approval; and
 - (c) pays the Seller's legal costs of \$330 (including GST) for the review and approval of the proposed Deposit Bond or Bank Guarantee,
- and the Seller approves the proposed Deposit Bond or Bank Guarantee.
- 3.2 The expiry date for the Deposit Bond or Bank Guarantee must not be earlier than the Earliest Date of Expiry of Deposit Bond or Bank Guarantee specified in the Schedule.
- 3.3 Should the Seller vary the last date of the Estimated Date Range for Works under clause 6.5 to a date beyond the expiry date for the Deposit Bond or Bank Guarantee, the Seller may notify the Buyer and the Buyer shall, within 5 Working Days of such notice, provide the Seller with a replacement Deposit Bond or Bank Guarantee on the same terms save that the date of the expiry is on or after the date 30 Working Days after the revised last day of the Estimated Date Range for Works, and the Earliest Date of Expiry of Deposit Bond or Bank Guarantee shall be varied accordingly.
- 3.4 The Deposit Bond or Bank Guarantee must show the Seller as the beneficiary of the Deposit Bond or Bank Guarantee.
- 3.5 The Buyer must pay the amount stipulated in the Deposit Bond or Bank Guarantee to the Seller by unendorsed bank cheque on Completion. Upon receipt of this payment, the Seller must return the original Deposit Bond or Bank Guarantee to the Buyer.
- 3.6 The Buyer is in default if:
- (a) the Deposit Bond or Bank Guarantee has an expiry date prior to the Earliest Date of Expiry of Deposit Bond or Bank Guarantee, including any extension to that date due to a variation of the last date of the Estimated Date Range for Works under clause 6.5, and the Deposit Bond or Bank Guarantee is not renewed to the satisfaction of the Seller at least 10 Working Days prior to the expiry of the Deposit Bond or Bank Guarantee; or

- (b) the provider of the Deposit Bond or Bank Guarantee is placed under external administration of any nature before Completion and the Buyer has not provided a replacement Deposit Bond or Bank Guarantee to the same value and on the same terms and conditions from a solvent party within 5 Working Days of the provider being placed in such external administration.
- 3.7 If the Buyer is in default under clause 3.6 it will be deemed to be a failure by the Buyer to pay the First Instalment of the Deposit under clause 2.3, and immediately, and without the notice necessary under clause 26, clause 27 applies.
- 4 DATE FOR COMPLETION**
- 4.1 Completion must take place in Canberra on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.
- 4.2 Subject to clause 4.3, the Date for Completion of this Contract will be 30 Working Days from the date the Seller serves the Leases on the Buyer, in accordance with clause 35 as if it were a notice.
- 4.3 The Seller and the Buyer acknowledge and agree that the Date for Completion:
- (a) cannot be a date before the date that the Seller satisfies the conditions of clause 6.3; and
 - (b) may be a date that is before the earlier date in the Estimated Date Range for Works.
- 4.4 The Seller shall not be liable to the Buyer for any damage or loss caused to the Land from the period commencing 10 Working Days before the Date for Completion and continuing after Completion, including depositing of building waste and materials, except where caused by the deliberate action or omission of the Seller, its employees, agents or contractors.
- 5 COMPLIANCE BOND**
- 5.1 The Buyer must provide to the Development Manager at Completion the Compliance Bond as security for the performance of the Buyer's obligations in respect of clauses 8, 11 and 40 of this Contract following Completion.
- 5.2 The Development Manager will not be required to hold the Compliance Bond in a trust account or act as a fiduciary in relation to the Compliance Bond.
- 5.3 The Buyer must notify the Development Manager when it considers it has reached Dwelling Completion and the Development Manager must inspect the Land within 10 Working Days of such notice.
- 5.4 If the Development Manager does not believe that Dwelling Completion has been achieved, it must notify the Buyer in writing of this identifying its reasons. The Development Manager will be entitled to charge an additional inspection fee of \$550 (GST inclusive) for each time that the Development Manager, following notification by the Buyer under clause 5.3, notifies the Buyer that Dwelling Completion has not been achieved.
- 5.5 Subject to clause 5.6(b) if, following its inspection under clause 5.3, the Development Manager believes Dwelling Completion was achieved within 2 years of Completion, then it must pay to the Buyer, or if agreed to by the Development Manager a person nominated by the Buyer, the Compliance Bond (less any amounts which under the terms of this Contract or the Housing Design Requirements are owing to the Seller or the Development Manager, or which the Seller or Development Manager may deduct from the Compliance Bond) within 20 Working Days of the inspection.

- 5.6 The Buyer agrees and acknowledges that the Buyer will not be entitled to a refund or repayment of the Compliance Bond unless the Buyer has:
- (a) in the Development Manager's reasonable opinion, complied with the Buyer's obligations under clauses 8, 11 and 40 of this Contract; and
 - (b) issued notification to the Development Manager under clause 5.3 within 30 months of Completion that has not been the subject of a notice issued by the Development Manager under clause 5.4.
- 5.7 The Buyer agrees that the benefit of the refund or repayment of the Compliance Bond under this clause 5 (if any) cannot be assigned to any other person.

6 WORKS

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

- (b) the date that the Seller gives notice to the Buyer that the last date in the Estimated Date Range for Works specified in the Schedule is unable to be obtained, which notice may be given at any time.

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

7 SIGNING OF LEASE

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

8 HOUSING DESIGN REQUIREMENTS

- 8.1 The Buyer must comply with the Housing Design Requirements and the Plans in respect of any dwelling to be constructed on the Land.
- 8.2 If there is any variation to the Housing Design Requirements prior to Completion, the Seller may notify the Buyer and provide:
 - (a) a copy of, or website link to, the final form of the amended document; or
 - (b) the variations,to the Buyer prior to Completion.
- 8.3 In the event that a change is made to the Plans or Housing Design Requirements from the version that are current as at the Date of this Contract which causes the Buyer a verifiable loss in excess of 5% of the Price, the Buyer may within 10 Working Days of being notified of the amended Plans or Housing Development Requirements rescind this Contract and clause 29 will apply.
- 8.4 No building or improvements are to be erected or altered on the Land without the written endorsement of the Development Manager. This obligation ceases to apply to the Land on Dwelling Completion.
- 8.5 The Development Manager must not unreasonably withhold its endorsement to the erection or alteration of any building or improvement where they are in accordance with the Housing Design Requirements and the approval or consent of all relevant authorities.
- 8.6 The Buyer must obtain from the relevant authorities all approvals necessary to erect any buildings or improvements on the Land and in accordance with the Housing Design Requirements.
- 8.7 The Buyer acknowledges that the Land is not ready and, subject to clause 23, is unavailable for inspection.
- 8.8 Subject to clause 8.3, the Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 25 of this Contract in respect of any matter set out in the Housing Design Requirements.
- 8.9 In the event that there is an inconsistency between:
 - (a) the Housing Design Requirements and the Deposited Plan, the Deposited Plan prevails; or
 - (b) the Housing Design Requirements and the Territory Plan, the Territory Plan prevails.

9 VARIATION TO LAND AND HOUSING DESIGN REQUIREMENTS

- 9.1 The Buyer acknowledges that the Specimen Lease, the Housing Design Requirement, the Plans and any other documentation made available in relation to the Land may be affected by one or more of the following:
- (a) the requirements of legislation;
 - (b) variations to the Territory Plan;
 - (c) the requirements of government authorities; and
 - (d) physical conditions affecting the Works,
- and may result in one or more of the following:
- (e) minor redefinition of the boundaries of the Land;
 - (f) minor road re-alignment or dedication; or
 - (g) minor variations of the easements relating to the provision of Utility Services.
- 9.2 Any redefinition, road realignment or dedication or variation of easements will be deemed to be minor if it does not materially and detrimentally affect the use of the Land.
- 9.3 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 25 of this Contract in respect of any matter set out in clause 9.1.

10 PLANNING CONDITIONS

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

11 DRIVEWAY LAYBACKS AND CROSSOVERS AND VERGES

- 11.1 The Seller will construct any footpath to be located on the Land.
- 11.2 The Buyer will be responsible for the construction of the driveway layback and crossover:
- (a) if there is no footpath on the Land, from the kerb to the property boundary; and
 - (b) if there is a footpath on the Land, from the kerb to the property boundary but excluding the footpath which must not be altered in any way.

- 11.3 The Buyer must pay regard to and not damage or affect any footpath located on the Land.
- 11.4 All driveway laybacks and crossovers are to be approved by the relevant authority.
- 11.5 The Buyer must not cause or allow any damage or destruction to the public domain adjoining the Land, being all verges, landscaping (including street trees), gutters, kerbs, footpaths and driveway laybacks and crossovers.
- 11.6 The Buyer must lay turf, complying with the Housing Design Requirements, in the verge areas between the front boundary of the Land and the kerb. Other forms of soft landscaping treatments to the verge areas may only be used with the prior written consent (which may be given it is absolute discretion) of the Seller.

12 FRONT LANDSCAPING – NOT USED

13 PROPERTY ACT

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

14 NON-CONFORMING TRANSFERS NOT TO BE USED

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

15 ENTIRE AGREEMENT

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

16 NO RELIANCE

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

17 CO-OWNERSHIP

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

18 NON-MERGER

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

19 BUYER RELIES ON OWN ENQUIRIES

- 19.1 The Buyer is not entitled to make any requisitions on the title to the Land.
- 19.2 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 25 of this Contract in respect of:

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

20 SELLER WARRANTIES

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

- (c) the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land; and
 - (d) the Seller is not aware of any encroachments by or upon the Land except as disclosed. This warranty does not extend to the location of any dividing fence.
- 20.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

21 ADJUSTMENTS

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

22 TERMS OF POSSESSION

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

23 INSPECTION OF LAND

- 23.1 The Buyer may on reasonable notice to the Seller inspect the Land during the period 10 Working Days prior to the Date for Completion.
- 23.2 Subject to clause 4.4, the Seller must leave the Land clean and tidy on Completion.

24 ERRORS AND MISDESCRIPTIONS

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

25 COMPENSATION CLAIMS BY BUYER

- 25.1 This clause 25 applies to claims for compensation arising out of this Contract made by the Buyer against the Seller including claims under clause 24.
- 25.2 To make a claim for compensation (including a claim under clause 24) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:
- (a) the Seller can rescind if in the case of a claim that is not a claim for delay:
 - (i) the Seller gives notice to the Buyer of an intention to rescind; and
 - (ii) the Buyer does not give notice to the Seller waiving the claim within 10 Working Days after receiving the notice; and
 - (b) if the Seller does not rescind under clause 25.2(a) the Parties must complete (without any deduction to the Price) and:
 - (i) the claim must be finalised (subject to clause 25.2(b)(ii)) either by agreement or, failing agreement, by an arbitrator appointed by the parties or, if an appointment is not made within 20 Working Days of

- Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (ii) the decision of the arbitrator is final, and binding save for:
 - A. manifest error by the arbitrator obvious on its face in the final determination by the arbitrator;
 - B. error in the application of law by the arbitrator in making his or her determination; or
 - C. improper or unlawful conduct by the arbitrator or either party that affected or might reasonably be thought to affect the arbitrator's determination;
 - (iii) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator;
 - (iv) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer; and
 - (v) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 3 calendar months after Completion.

26 NOTICE TO COMPLETE AND DEFAULT NOTICE

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

- 26.9 Clauses 27 or 28 will apply as applicable where the party served does not comply with the Notice to Complete or the Default Notice issued in accordance with this clause 26.
- 26.10 If the Party serving a notice under this clause 26 varies the time referred to in the notice at the request of the other party:
- (a) the time agreed to in the variation remains an essential term; and
 - (b) the consent to the variation must be in writing and be served on the other party.
- 26.11 The parties agree that the time referred to in clauses 26.2 and 26.6(b) is fair and reasonable.

27 TERMINATION – BUYER’S DEFAULT

- 27.1 If the Buyer does not comply with a Notice to Complete or a Default Notice served by the Seller or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate this Contract and may then either:
- (a) sue the Buyer for breach; or
 - (b) re-sell the Land and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer’s default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Land within 12 months of termination.
- 27.2 Subject to clause 27.4, if this Contract is terminated by the Seller pursuant to clause 27.1, the Seller is not required to refund the Deposit to the Buyer and the Deposit is forfeited to the Seller without further notice to the Buyer.
- 27.3 The Seller must refund the portion of the Deposit which exceeds 10% of the Price (if any).
- 27.4 In addition to any money forfeited to the Seller under clause 27.2, the Seller may retain on termination any other money paid by the Buyer (not including the Deposit) as security for any damages awarded to the Seller arising from the Buyer’s default provided that proceedings for the recovery of damages are commenced within 12 months of termination.
- 27.5 For the avoidance of doubt, if the Deposit is paid by Deposit Bond or Bank Guarantee in accordance with clause 3, and the Seller is entitled to terminate in accordance with clause 27.1, the Buyer acknowledges that the Seller is entitled to, and may, call upon the Deposit Bond or Bank Guarantee immediately after serving the termination notice.

28 TERMINATION – SELLER’S DEFAULT

- 28.1 If the Seller does not comply with a Notice to Complete or a Default Notice served by the Buyer or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- (a) terminate and seek damages; or
 - (b) enforce without further notice any other rights and remedies available to the Buyer.
- 28.2 If this Contract is terminated by the Buyer pursuant to clause 28.1, the Deposit must be refunded to the Buyer within 15 Working Days without any further authority being necessary.

29 RESCISSION

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

30 DAMAGES FOR DELAY IN COMPLETION

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

31 FOREIGN BUYER

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

32 GST

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

33 INSOLVENCY

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

34 POWER OF ATTORNEY

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

35 NOTICES CLAIMS AND AUTHORITIES

- 35.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 35.2 To serve a notice a party must:
- (a) leave it at; or
 - (b) send it by a method of post requiring acknowledgement of receipt by the addressee to,
the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract, or:
 - (c) serve it on that party's solicitor in any of the above ways; or
 - (d) send it by email to an email address of:
 - (i) that party, as notified or used by that party from time to time; or
 - (ii) that party's solicitor specified on the Schedule, or otherwise as notified or used from time to timeand, unless the receiving party indicates by immediate automatic response that the email address is unattended, the notice is taken to have been received at the time it was sent and if not sent before 5:00pm on a Working Day, on the next Working Day.
- 35.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 35.4 If a notice is served in accordance with clause 35.2(a), the notice is taken to have been received on the day that it is delivered or, if not delivered before 5:00pm on a Working Day, on the next Working Day.
- 35.5 If a notice is served in accordance with clause 35.2(b), the notice is taken to have been received on the day 2 Working Days after it was posted.

36 BUSHFIRE PROTECTION

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

37 CAT CONTAINMENT

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

38 GEOTECHNICAL INFORMATION

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

39 PRIVACY

- 39.1 The Buyer acknowledges that they have received, read, and understood the Ginninderry Privacy Policy and Ginninderry Privacy Collection Notice, and accepts that any information collected by the Development Manager, the Appointed Sales Agent, or the Seller pursuant to this Contract is held and used in accordance with the Ginninderry Privacy Policy and Ginninderry Privacy Collection Notice.
- 39.2 The Buyer consents to the Development Manager's, the Appointed Sales Agent's, and the Seller's use of any personal information provided by the Buyer to reasonably fulfil the purpose of this Contract and any of its functions, including:
- (a) disclosure of personal information to the ACT Revenue Office and other ACT and Commonwealth government agencies;
 - (b) for entering into, administering and completing this Contract;
 - (c) for planning and product development by the Seller and Development Manager;
 - (d) to comply with the Seller's obligations or to enforce its rights under this Contract;
 - (e) to owners of adjoining land to enable them to deal with the Buyer concerning any development or other work which they wish to undertake on their land (including disclosure of personal information to contractors to assist adjoining land owners to comply with their obligations to enforce their rights in relation to fencing);
 - (f) to surveyors, engineers and other parties who are engaged by the Seller or the Development Manager to carry out works which may affect the Land;
 - (g) to service providers engaged by the Seller or the Development Manager, such as legal advisors, financial advisors, environmental consultants, market research organisations, mail houses and delivery companies;
 - (h) to Evergen and any other home energy management system provider that the Development Manager has a data sharing agreement with;
 - (i) to any third party who has a right or entitlement to share in the monies paid or payable to the Seller under this Contract; and
 - (j) in other circumstances where the Seller, the Development Manager or the Appointed Sales Agent is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

40 MANDATORY SUSTAINABILITY REQUIREMENTS

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

41 LAND DESCRIPTION

- 41.1 The Seller advises and the Buyer acknowledges that the description of the Land in the Plans, Housing Design Requirements and associated documents may be by way of alphabetical block and section references.

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

42 FOREIGN RESIDENT WITHHOLDING TAX

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

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

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

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

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

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

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

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

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

- 42.3 If clause 42.2 does not apply, then:

- (a) the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 42.3(b)(i), within 5 days of written request from the Buyer; and
- (b) the Buyer must:
 - (i) lodge a purchaser payment notification form with the ATO; and
 - (ii) give evidence of compliance with clause 42.3(b)(i) to the Seller, no later than 5 days before the Date for Completion;
- (c) the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and
- (d) the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 42.3(c) in payment of the Withholding Amount following Completion.

- 42.4 If clause 42.3 applies and the parties do not comply with clause 42.3(d):

- (a) the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and
- (b) the Buyer charges the Land (for the benefit of the Seller) with the Buyer's obligations under this clause 42.4.

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

- 42.6 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Land of the Sellers that are subject to a Clearance Certificate.
- 42.7 Where a Clearance Certificate is provided by the Seller to the Buyer, the Seller warrants to the Buyer that the Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

43 RESIDENTIAL WITHHOLDING TAX

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

- 43.1 In this clause 43 the following words have the following meanings:
- ATO** means the Australian Taxation Office, and includes the Commissioner for Taxation;
- RW Amount** means the amount which must be paid under section 14-250 of the Withholding Law;
- RW Amount Information** means the information set out in the table entitled 'RW Amount (Residential Withholding Payment) — Further Details' set out in this Contract, and as provided or updated under this Contract;
- RW Percentage** means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Land from the Seller to the Buyer; and
- Withholding Law** means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.
- 43.2 The Seller must provide the Buyer with the RW Amount Information no later than 28 days prior to the Date for Completion.
- 43.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Land from the Seller to the Buyer.
- 43.4 The following clauses 43.5 to 43.14 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 43.5 Subject to any adjustments to the Price or non-monetary consideration that may arise after the date that the RW Amount Information is provided in accordance with clause 43.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14-255 of the Withholding Law in relation to the supply of the Land from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 43.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO at least 10 Working Days prior to the Date for Completion.

- 43.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.
- 43.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and give to the Seller on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 43.9 The Seller must forward the unendorsed bank cheque provided under clause 43.8 to the ATO within 5 Working Days following Completion and provide the Buyer with evidence of payment of the RW Amount to the ATO.
- 43.10 The Buyer and Seller must comply with all ATO requirements in relation to the Withholding Law and must also assist and co-operate with each other in order to ensure that those requirements are met. If necessary to give effect to this clause, the Buyer appoints the Seller as its agent for the purpose of completing any notification required to be given by the Buyer to the ATO.
- 43.11 The Seller may provide the Buyer with updated RW Amount Information at any time, and (if necessary) on more than one occasion, prior to Completion. If the Seller provides the Buyer with updated RW Amount Information in accordance with this clause, the Buyer must, within 3 Working Days of receipt of the RW Amount Information, provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO including the updated RW Amount Information.
- 43.12 The Seller indemnifies the Buyer against the amount of any penalties or interest charges imposed by the ATO on the Buyer (or the relevant recipient of the supply) arising from any failure by the Seller to forward the unendorsed bank cheque required by clause 43.8 to the ATO.

Potential Residential Land

- 43.13 If the 'Subdivision of potential residential land?' option on the Schedule is selected 'yes' and the Buyer (or the relevant recipient for GST purposes) is:
- (a) registered for GST purposes; and
 - (b) acquiring the Land for a creditable purpose;
- the Buyer must provide the Seller with a statement to that effect on the earlier of:
- (c) 10 Working Days before the Date for Completion; or
 - (d) 20 Working Days after the Date of this Contract.
- 43.14 Where the Buyer has provided the statement referred to in clause 43.13, the Buyer:
- (a) warrants to the Seller that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Land from the Seller to the Buyer; and
 - (b) indemnifies the Seller against the amount of any penalties or interest charges imposed by the ATO on the Seller (or the relevant entity making the supply of the Land).

44 BLOCK DETAILS PLAN

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

45 SERVICE PROVIDERS

- 45.1 The Buyer acknowledges and understands that the Seller is not a Utility Service provider and the Works do not include actual connections to services, substations or transformers that may be required for such connections.
- 45.2 The Buyer will be responsible for contacting all relevant service providers for Utility Services as soon as practicable to arrange servicing of the Land by those service providers to avoid delays to their developments caused as a consequence of being unable, for example, to access water or power.
- 45.3 The Seller does not routinely provide and will not warrant the location of any future substations.

46 DIRECTOR'S GUARANTEE

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

47 COMMONWEALTH SANCTIONS

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

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

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

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

48 ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING ACT

- 48.1 In this clause 48, the following definitions apply:

(a) **AML/CTF Laws** means:

- (i) the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*;
- (ii) the *Anti-Money Laundering and Counter-Terrorism Financing Rules 2025 (Cth)*; and
- (iii) such regulations and other rules as may be enacted for the purposes of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)* from time to time;

- (b) **CDD Information** has the meaning given in clause 48.2;
- (c) **PEP** means a politically exposed person, including:
 - (i) a domestic PEP, who is an individual that holds particular offices or positions,¹ and includes also certain offices of the Commonwealth in a foreign country, or to a public international organisation, to which appointments are made by the Governor-General;²
 - (ii) a foreign PEP, who is an individual who holds a prominent office or position or public function in or for the legislature, executive or judiciary of a foreign country;³ and
 - (iii) an international organisation PEP, who is an individual entrusted with a prominent public function, position or office of a public international organisation. This includes a head, deputy head or board member in a public international organisation. For example, a head, deputy head or board member of a United Nations body.

A PEP is also a family member of an individual listed above, or an individual who is known (based on information that's public or readily available) to have any of the following:

- (iv) joint beneficial ownership of a body corporate or legal arrangement with an individual listed in the above positions; or
 - (v) sole beneficial ownership of a body corporate or legal arrangement on behalf or for the benefit of an individual listed in the above positions; or
 - (vi) any other close business relations with an individual listed in the above positions.
- (d) **Proscribed Person** means any person or entity who:
 - (i) is proscribed under the *Charter of the United Nations Act 1945* (Cth) or the *Autonomous Sanctions Act 2011* (Cth);
 - (ii) is in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
 - (iii) appears in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction;

¹ Specifically: member of the legislature of the Commonwealth or a state or territory; member of the governing body of a political party represented in the legislature of the Commonwealth or a state or territory; Governor-General; Governor of a state; Administrator of a territory; Justice of the High Court; Judge of the Federal Court of Australia; Judge of the Supreme Court of a state or territory; accountable authority, or member of the accountable authority, of a Commonwealth entity within the meaning of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act); member of the governing body of a wholly-owned Commonwealth company within the meaning of the PGPA Act; Head (however described) of a department of state or territory, or an agency or authority of a state or territory that has a prominent public function; Head (however described) of a local government council in a state or territory; the chair of the board, chief executive officer or chief financial officer of a company or other incorporated body that's wholly-owned or majority-owned by a state or territory; Chief of the Defence Force, Vice Chief of the Defence Force, Chief of Navy, Chief of Army or Chief of Air Force; officer of the Navy of the rank of Vice Admiral or a higher rank; officer of the Army of the rank of Lieutenant General or a higher rank; officer of the Air Force of the rank of Air Marshal or a higher rank.

² Specifically: Ambassador; High Commissioner; Consul-General; Australian representative; Special representative; Representative; Permanent representative; Chargé d'affaires.

³ Specifically: head of state or head of government; member of the executive council of government; member of a legislature; minister, deputy minister or equivalent office or position; judge of a supreme court, constitutional court or other court of general jurisdiction or last resort; ambassador, high commissioner or charge d'affaires; high ranking military officer; head or board member of a government body; head or board member of a state-owned company or a state-owned bank; member of a governing body of a political party represented in a legislature.

- (iv) is declared or otherwise designated under any law relating to organised crime or gang activity;
- (v) acts on behalf, or for the benefit of, a person or entity listed above; or
- (vi) is closely connected to a person listed above (unless the Seller has expressly agreed that the Buyer is not a Proscribed Person despite the Buyer's connection with a person listed above).

48.2 As at the Date of this Contract, before the Date of this Contract, and at such other times reasonably requested by (as the case may be):

- (a) the Seller;
- (b) the Seller's Solicitor; or
- (c) the Appointed Sales Agent or any agent of the Appointed Sales Agent appointed for the purposes of compliance with the AML/CTF Laws,

(**CDD Collector**), the Buyer must, promptly provide to the CDD Collector all information and documentation reasonably required by the CDD Collector to enable the Seller and the Appointed Sales Agent to comply with any applicable obligations under the AML/CTF Laws and the Seller's related compliance procedures (**CDD Information**), including but not limited to:

- (d) information to establish and verify the identity of the Buyer and, where applicable, any beneficial owners, controllers, directors, shareholders or other relevant persons associated with the Buyer;
- (e) information about whether the Buyer or any person the CDD Collector considers is associated with the Buyer, is a Proscribed Person or a PEP;
- (f) evidence of the source of wealth of the Buyer, and the source of funds to be used to complete the purchase of the Land; and
- (g) any other information or documentation reasonably requested by the CDD Collector for the purposes of customer identification, verification or ongoing customer due diligence.

48.3 The Buyer warrants that all information and documentation provided to the CDD Collector pursuant to this clause 48 is true, correct and complete in all material respects and is not misleading.

48.4 The Buyer acknowledges and agrees that:

- (a) the CDD Collector may disclose CDD Information to a government agency (including AUSTRAC) if required to comply with their obligations under any laws, including AML/CTF Laws;
- (b) the Seller may delay Completion if the Buyer fails to provide the information or documentation requested pursuant to clause 48.2 within 5 Working Days of the request, and any such delay will not constitute a breach by the Seller of this Contract;
- (c) the Seller may terminate this Contract immediately by written notice to the Buyer without the notice otherwise necessary under clause 26, and the Deposit will be refunded to the Buyer if:
 - (i) the Buyer is a Proscribed Person;
 - (ii) any CDD Information provided to a CDD Collector is not adequate, is inconsistent, is not provided to the CDD Collector in a timely manner or if circumstances otherwise arise that prevent the Seller from meeting its obligations under AML/CTF Laws;

- (iii) the Seller is not satisfied with the Buyer's compliance with all applicable laws, regulations or obligations, including AML/CTF Laws, sanctions laws, arms proliferation laws and laws relating to fraud or other criminal activity; or
 - (iv) the Buyer causes a CDD Collector to breach any applicable laws, regulations or obligations, or exposes it to a level of risk relating to money laundering, terrorism financing or arms proliferation that is inconsistent with its policies and procedures for the management of such risks; and
 - (d) except in relation to any breach of a statutory duty on the part of a CDD Collector, the Buyer must not make any claim against that CDD Collector by reason of any matter arising out of or in connection with this clause 48.
- 48.5 The Buyer indemnifies and will keep indemnified the Seller against all losses, costs, expenses, damages, claims, demands, actions and liabilities suffered or incurred by the Seller arising from or in connection with any breach by the Buyer of this clause 48 or any failure by the Buyer to provide accurate, complete or timely information or documentation as required under this clause 48, provided that this indemnity does not extend to any loss, cost, expense, damage, claim, demand, action or liability to the extent that it is caused by or contributed to by any act or omission of the Seller or its agents, and provided further that the Seller must take all reasonable steps to mitigate any loss, cost, expense, damage, claim, demand, action or liability for which it seeks to be indemnified under this clause 48.5.
- 48.6 This clause 48 will not merge on Completion but will continue in full force and effect.

49 DEFINITIONS

- 49.1 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 Ltd ACN 605 266 402;

Balance of the Price means the Price less the Deposit;

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

Block Details Plan means the plan described as a 'Block Disclosure Plan' annexed to this Contract at Annexure B;

Block Fill Plan means the plan described as 'Fill Plan' annexed to this Contract at Annexure C;

Block Summary Table means the table annexed to the Schedule;

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

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

Completion means the time at which this Contract is completed;

Compliance Bond means the amount identified in the Schedule;

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

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

Deposit means the amount specified in the Schedule and which:

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

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

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

Development has the meaning in the Planning Act;

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

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

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

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

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

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

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

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

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

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

Housing Design Requirements means the Ginninderry Housing Design Requirements – Macnamara Village annexed to this Contract at Annexure G as amended from time to time;

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

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

Income means the rents and profits derived from the Land;

Insolvency Event means the following:

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

Land means the land described in the Schedule and the Block Summary Table and to be the subject of the Leases;

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

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

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

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

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

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

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

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

Plans means:

- (a) the Staging Plan;

(b) the Block Fill Plan; and

(c) the Block Details Plan;

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

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

(b) the National Privacy Principles under the Privacy Act;

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

Schedule means the schedule to this Contract;

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

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

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

Supply has the meaning in the GST Law;

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

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

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

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

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

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

50 INTERPRETATION

50.1 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.

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

- 50.3 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.
- 50.4 If there is more than one Buyer or more than one Seller the obligations which they undertake bind them jointly and individually.

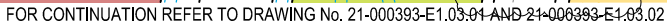
SPECIMEN

ANNEXURE A – STAGING PLAN

SPECIMEN

ANNEXURE B – BLOCK DETAILS PLAN

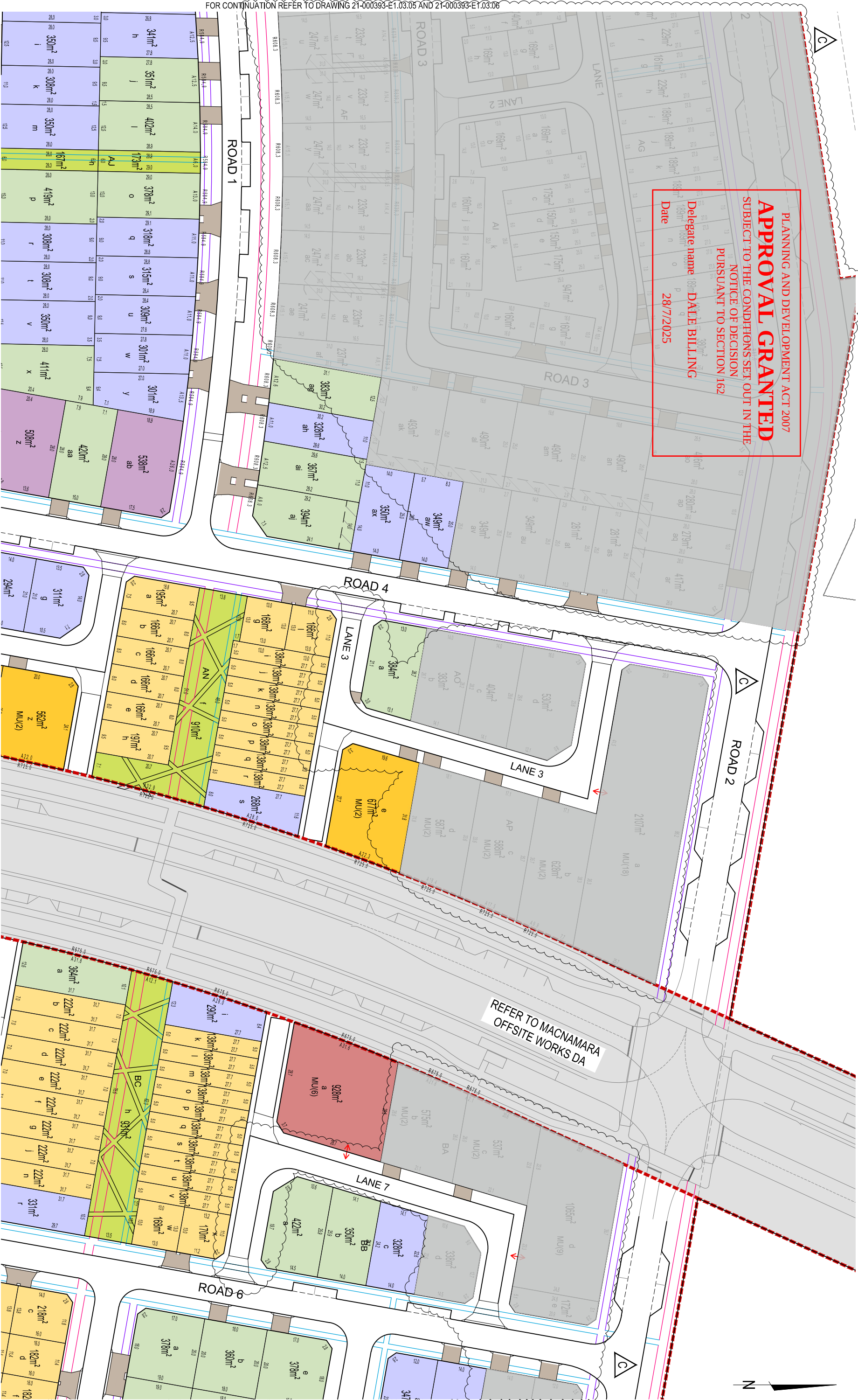
SPECIMEN



NOTES

1. REFER TO DRAWING 21-000393-E1.03.01 FOR BLOCK SUMMARY TABLE AND LEGEND.

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
SUBJECT TO THE CONDITIONS SET OUT IN THE
NOTICE OF DECISION
PURSUANT TO SECTION 162
Delegate name DALE BILLING
Date 28/7/2025



FOR CONTINUATION REFER TO DRAWING 21-000393-E1.03.05 AND 21-000393-E1.03.06

FOR CONTINUATION REFER TO DRAWING No. 21-000393-E1.03.01 AND 21-000393-E1.03.02

FOR CONTINUATION REFER TO DRAWING No. 21-000393-E1.03.03

INITIALS						STATUS						SCALE						CLIENT						PROJECT						DRAWING TITLE																																				
ISSUE		DES	DRN	CHK	APP	DATE	AMENDMENT DETAILS						ESTATE DEVELOPMENT PLAN						SCALE						CLIENT						PROJECT						DRAWING TITLE																													
		JS	SVT	9L		24/08/2023													0 5 10 15 20 25 30 35 40 SCALE 1:500 (A1) SCALE 1:1000 (A3)						© 2023 Egis Consulting Pty Ltd www.egis-group.com						MACNAMARA EDP 2						BLOCK DETAILS PLAN																													
													APPROVED												Ginninderry						SHEET 4 OF 7																																			
A		JS	SVT	9L	20/08/2024	20/08/2024	ISSUE FOR PR RESPONSE						BY:												*redbox																																									
B		JS	SVT	9L	20/08/2024	20/08/2024	BLOCKS NOMINATED AND DETAILS IMPORTED FOR PR/EA. AMENDMENTS AND OTHER DETAILS						NO:												design group																																									
C		JS	SVT	9L	20/08/2024	20/08/2024	ISSUE FOR 8180						DATE:												WAE No																																									
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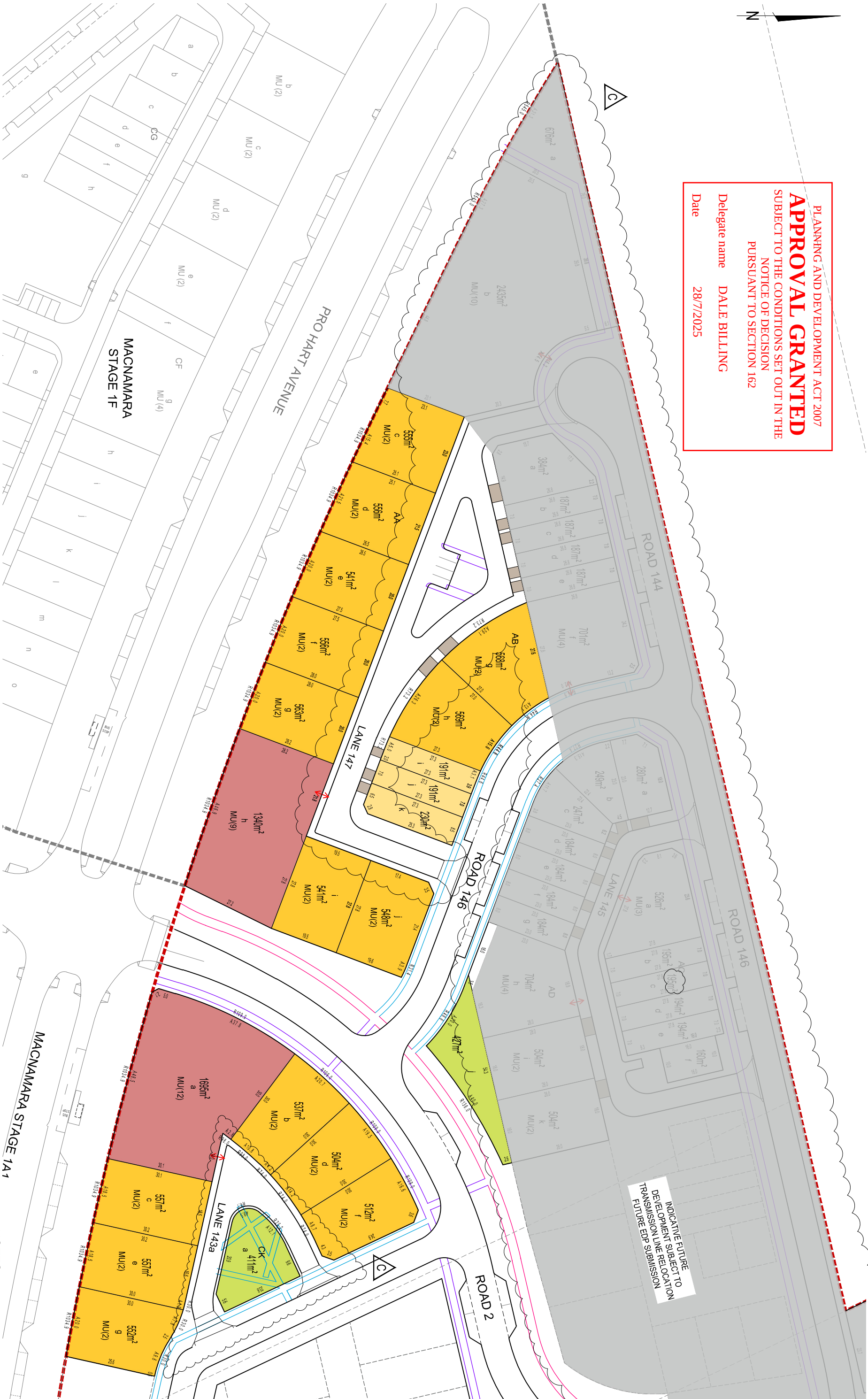
- NOTES
- REFER TO DRAWING 21-000393-E1.03.01 FOR BLOCK SUMMARY TABLE AND LEGEND.



PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
SUBJECT TO THE CONDITIONS SET OUT IN THE
NOTICE OF DECISION
PURSUANT TO SECTION 162

Delegate name DALE BILLING
Date 28/7/2025

INDICATIVE FUTURE
DEVELOPMENT SUBJECT TO
DEVELOPMENT LINE RELOCATION
TRANSMISSION EDP SUBMISSION



NOTES

1. REFER TO DRAWING 21-000393-E1.03.01 FOR BLOCK SUMMARY TABLE AND LEGEND.

REVISIONS						AMENDMENT DETAILS	
NO.	DES.	DRN.	CHK.	APP.	DATE		
1	JS	SRT	HL	9L	24/08/2023		
ESTATE DEVELOPMENT PLAN							
STATUS							
APPROVED							
BY:				NO.			
SIGN:				DATE:			
BLOCK DETAILS PLAN							
PROJECT No. DRAWING No. EDP No. REVISION							
21-000393 E1.03.07 . C							

DISCLAIMER: ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR PRIOR TO CONSTRUCTION. USE WRITTEN DIMENSIONS ONLY. DO NOT SCALE.

SCALE

0 5 10 15 20 25 30 35 40

SCALE 1:500 (A1)

SCALE 1:1000 (A3)

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CLIENT

MACNAMARA EDP 2

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design group

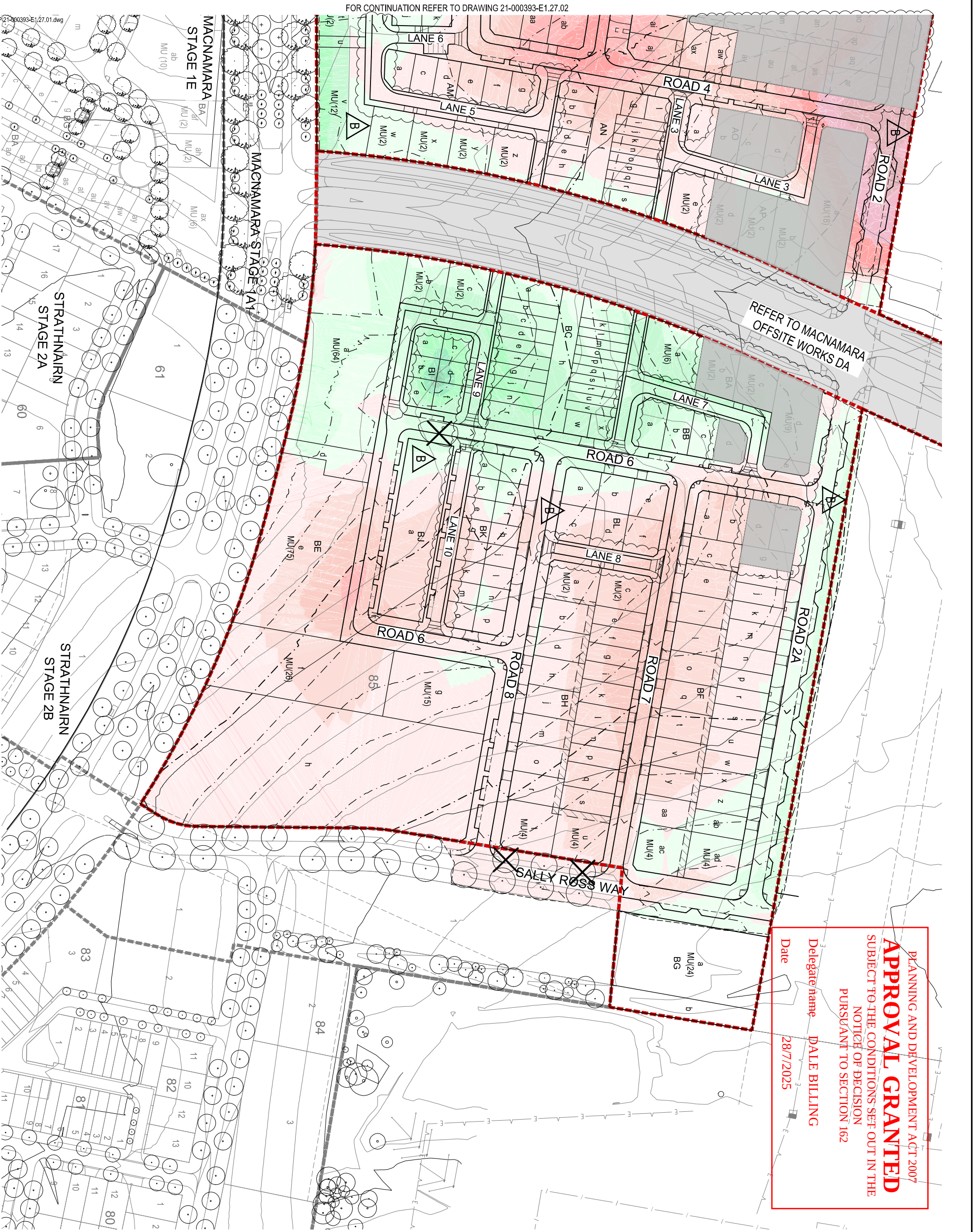
PROJECT TITLE

BLOCK DETAILS PLAN

SHEET 7 OF 7

ANNEXURE C – BLOCK FILL PLAN

SPECIMEN



PLANNING AND DEVELOPMENT ACT 2007

APPROVAL GRANTED

SUBJECT TO THE CONDITIONS SET OUT IN THE NOTICE OF DECISION PURSUANT TO SECTION 162

Delegate name **DALE BILLING**

Date **28/7/2025**

LEGEND

- MACNAMARA EDP 2 BOUNDARY
- PUBLIC LAND RESERVE BOUNDARY
- RETAINING WALL
- SITE REGRADING - NEW CONTOURS (1.0m CONTOUR INTERVAL)
- EXISTING CONTOURS (1.0m CONTOUR INTERVAL)
- GRADING LIMITS
- TREES RETAINED
- TREES TO BE REMOVED
- EXISTING 132 & 330KV POWER LINE AND EASEMENT
- ROCK OUTCROP
- CUT DEPTH GREATER THAN 5.5m
- CUT DEPTH 5.0m TO 5.5m
- CUT DEPTH 4.5m TO 5.0m
- CUT DEPTH 4.0m TO 4.5m
- CUT DEPTH 3.5m TO 4.0m
- CUT DEPTH 3.0m TO 3.5m
- CUT DEPTH 2.5m TO 3.0m
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- FILL DEPTH 3.5m TO 4.0m
- FILL DEPTH 4.0m TO 4.5m
- FILL DEPTH 4.5m TO 5.0m
- FILL DEPTH GREATER THAN 5.0m
- STAGE 3 IS NOT PART OF THIS SUBMISSION

DATE	CHK	DES	DATE
24/06/2023	91	91	24/06/2023

DATE	NO.	BY:

DATE	NO.	BY:

DATE	NO.	BY:

DATE	NO.	BY:

DATE	NO.	BY:

DATE	NO.	BY:

DATE	NO.	BY:

1. REFER TO DRAWING 21-000393-E1.27.07 FOR NOTES AND LEGEND.

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
SUBJECT TO THE CONDITIONS SET OUT IN THE
NOTICE OF DECISION
PURSUANT TO SECTION 162

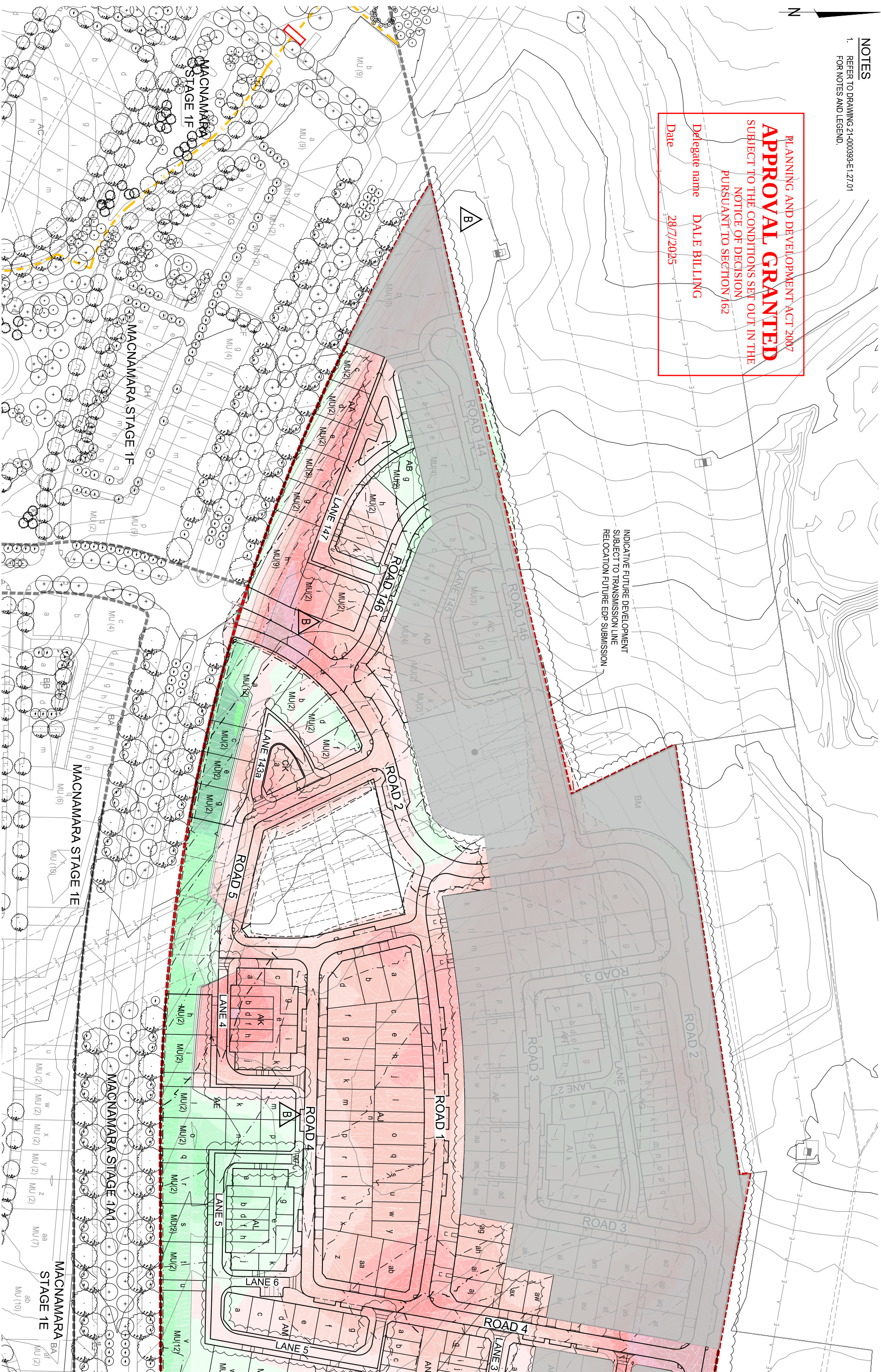
Delegate name DALE BILLING

Date 28/7/2025

~~DALE BILLING~~

28/7/2025

INDICATIVE FUTURE DEVELOPMENT
SUBJECT TO TRANSMISSION LINE
RELOCATION FUTURE EDP SUBMISSION



FOR CONTINUATION REFER TO DRAWING No. 21-000393-E1.27.01 AND 21-000393-E1.27.03

	INITIAL ISSUE	DSS	DRN	CHK	APP	DATE	AMENDMENT DETAILS
		JS	SRT	YH	9L	2406/2023	
A	JS	JS	YH	YH		2006/2024	BULE FROM FR RESPONSE
B	NAN	NN	YH	YH		07/02/2025	BULE FROM SIBS

STATUS
EST.

ESTATE DEVELOPMENT PLAN

APPROVED

BY:

BY:

SIGN:

No.

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SCALE



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CLIENT

PROJECT
MACNAMARA EDP 2

redbox
design group

Ginninderry

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DRAWING TITLE
FILL PLAN

SHEET 2 OF 2

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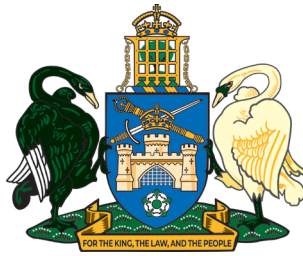
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ANNEXURE D – SPECIMEN LEASE

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 E – SPECIAL CONDITIONS

51 ENVIRONMENTAL CLEARANCE ZONE & VENTILATION

- 51.1 The Seller discloses that the Land is located within a former Environmental Clearance Zone associated with the closed landfill located in the West Belconnen Resource Management Centre as identified in the West Belconnen Concept Plan.
- 51.2 The Seller discloses that as a consequence of the Land formerly being included within the Environmental Clearance Zone, all lower floor enclosed rooms, including basements and non-habitable rooms such as garages and storerooms, must meet the ventilation requirements set out in Australian Standards 1668.2 or 1668.4 (as updated from time to time), until an accredited Site Auditor and the Environment Protection Authority advise in writing ('the Advice') that these requirements are no longer applicable.
- 51.3 The Seller discloses and the Buyer acknowledges that the Advice may not be available before the Date for Completion.
- 51.4 If the Advice is not available before the Date for Completion, then a restriction may be imposed on the Land, the form of which may include one or more of the following:
- (a) a planning control inserted into the Territory Plan 2023;
 - (b) a provision in the Leases for the Land; or
 - (c) an encumbrance registered on the title of the Land. If required, the Buyer acknowledges and agrees to execute all documents necessary in order for the encumbrance to be executed and registered on the title of the Land.
- 51.5 The Buyer must not make any objection, requisition or claim for compensation in relation to any matter referred to in this clause 51.
- 51.6 The provisions of this clause 51 take precedence over any other clause to the contrary in this Contract.

ANNEXURE F – DIRECTOR’S GUARANTEE

SPECIMEN

DIRECTOR'S GUARANTEE

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

of (address).....agree as follows:

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

Dated this day of 20 .

Signed sealed and delivered by

in the presence of:

Signature

Signature of Witness

Signature

Name of Witness in full

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

ANNEXURE G – GINNINDERRY HOUSING DESIGN REQUIREMENTS

SPECIMEN

Ginninderry Housing Design Requirements for Terrace Housing

Block	Section	Suburb
g	AN	Macnamara
l	AN	Macnamara
i	AN	Macnamara
j	AN	Macnamara
k	AN	Macnamara
n	AN	Macnamara
o	AN	Macnamara
p	AN	Macnamara
q	AN	Macnamara
r	AN	Macnamara
s	AN	Macnamara

Block	Section	Suburb
a	AN	Macnamara
b	AN	Macnamara
c	AN	Macnamara
d	AN	Macnamara
e	AN	Macnamara
h	AN	Macnamara
g	AB	Macnamara
h	AB	Macnamara
i	AB	Macnamara
j	AB	Macnamara
k	AB	Macnamara

Terrace Housing

The Village Strathnairn & 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

The Housing Design Requirements 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.

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

ginninderry.com

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ACT
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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 will pay a Compliance Bond upon settlement of your block. The Compliance Bond helps to ensure that the house design and sustainability requirements are met in accordance with your approved plans. 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



Part 2:

Design Approval Process



Phase 1: Pre-Design

Understand requirements before designing.

- Read and understand all mandatory Ginninderry requirements.
- Pay your compliance bond at settlement.
- Provide these Design Requirements and accompanying Building Resources to your builder and designer.
- Meet with the Ginninderry team to discuss concept plans before design approval submission.



Phase 2: Design Review

The Ginninderry Design Team will review your plans.

- Once you have your house plans, complete the Ginninderry Design Application Form.
- Your plans will be assessed by the Ginninderry Design Team against the Housing Design Requirements and provide a Design Review.
 - If non compliant – you will need to revise and resubmit your application (Any additional design changes and amendments will be at your own cost. Admin fees may also apply).



Phase 3: Design Approval

Get your home design formally approved.

- Once all items raised in the Design Review have been addressed, you can submit your plans for Design Approval.
- Submit your plans with all required plans and documentation listed on the Design Application Form Checklist.
- If approved, you will receive stamped plans and an approval letter.
- You will then need to submit your Ginninderry approved plans to your Building Certifier for Building Approval or to the ACT Government for Development Approval (as appropriate).



Phase 4: Construction

Build your home according to approved plans.

- Begin construction after receiving all approvals.
- Notify Ginninderry of any changes to materials or appliances listed in your application (your approved application will be used to assess compliance).



Phase 5: Compliance

Confirm the build matches your approved plans and requirements.

- After receiving your Certificate of Occupancy, submit a Compliance Bond Refund Form.
- Ginninderry's Compliance Officer will conduct an inspection to check your home matches approved plans.
- Compliance bond conditions must be met.
- Refer to "Compliance Bond" in your Land Sales Contract for conditions of Compliance Bond refund.
 - If Compliant and all conditions have been met:
 - Compliance Bond amount is refunded.
 - If non compliant:
 - Issues must be rectified at your cost.
 - Additional inspections may incur fees.
 - If you choose not to rectify, the bond may be retained.

Part 3:

Design & Compliance Requirements

The following information outlines the Design Requirements for Terrace Housing within The Village.

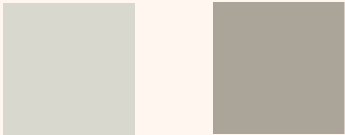
Design Principle	Design Requirements
Public Domain Interface Provide legible and attractive interfaces that achieve passive surveillance to public streets and lane-ways.	An entry door and entry porch to each dwelling is required to both the main frontage and the laneway frontage. Main frontages to streets and open space links must include a covered entry feature or portico with a minimum dimension of 1.5m x 1.5m. Laneway frontages must include a minimum 0.9(w) x 1.5m(d) articulated covered entry area. Blocks nominated with the rear laneway as the street address must have a front entry door, porch and mailbox to the laneway frontage. Windows fronting a public road from habitable rooms, balconies or decks overlook the public domain. Courtyard walls are to be provided to comply with the Belconnen District Specification and are required to be coordinated with all service requirements, including clearance to any water meters and free access to any electrical meter boxes. Where development frontages are adjacent to open spaces, parks, public walkways or located on a corner, the following requirements apply: • Terrace dwellings are a minimum of two storeys • Habitable rooms have windows to provide passive surveillance (i.e. no 'blank' facades) • Building entries and pathways are visible and legible from public domain • Courtyard walls fronting public spaces have transparency of 25% or greater of the surface wall area.



Surveillance of Public Domain



Clear entries behind courtyard walls

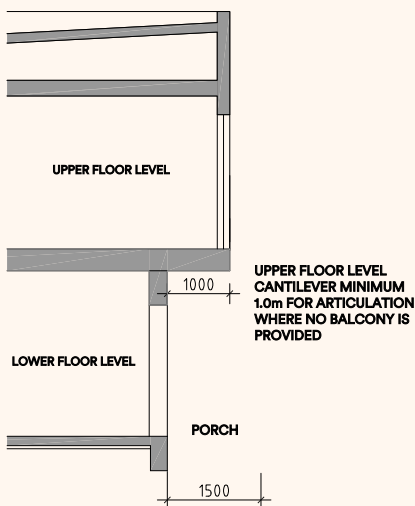
Design Principle	Design Requirements
Local Character and Context The built form, articulation and scale relates to the local character of the area and its context.	The terrace designs should sit comfortably within the Strathnairn & Macnamara Master Plans. Terrace housing is located throughout Ginninderry in prominent locations and on main arterials. As such, designs must provide a high quality, well articulated and active street frontage to the public domains. The design should respond to its orientation and provide private open spaces that utilise the site's assets, provide links and connections from the precinct to adjacent open spaces and thoroughfares.
Landscape Design The landscape design requires healthy plant and tree growth space for medium and large sized trees.	Frontages require 1 small tree with mature height of 5m. Rear or Internal courtyards must include 1 tree with mature height of 5-8m. The landscape plan proposes a combination of tree planting, for shade, mid height shrubs, lawn and ground covers. Include a mix of species that are appropriate for scale and shading. Synthetic or artificial grass is not permitted. Refer Appendix E for suggested Landscape Planting Palette.
Fencing & Landscaping Elements Front Courtyard Fencing  SURFMIST DUNE Front Fencing Materials  40 x 40MM - 40MM SPACING	Gardens integrate seamlessly with the public realm through the use of natural materials, structured fencing, and soft landscaping. A fencing plan must be provided with your application demonstrating the following required fencing and landscaping elements: - A stone or masonry mailbox must be provided to each dwelling. Prefabricated mailboxes are not permitted. - Front courtyard fencing, including the height, setback, length and material is allowed where permitted in accordance with the Planning (Exempt Development) Regulation and the Approved SDP Plan. - Front courtyard fencing must be constructed of 40mm x 40mm vertical aluminium battens face fixed to top & bottom rails with 40mm spacing between battens in a colour listed in the Exterior Material Palette at Part 4. - Side gates and side fences facing the street must be constructed of aluminium battens with a minimum 10mm gaps between battens to a maximum height of 1.8m and setback 1.0m behind the building's facade in a colour listed in the Exterior Material Palette at Part 4. - Inter-allotment fencing must be constructed at natural ground level using Colorbond "Neetasceen" panels with a maximum height of 1.8m in the colour "Dune" - The Buyer must lay turf or plant and establish grass seed to a coverage level equivalent to turfing, in the verge areas between the front boundary of the Land and the kerb. - The use of synthetic grass is not permitted in any location on your block.

Design Principle

Visual Appearance and Façade Articulation

To promote well designed buildings of high Architectural quality that contribute to the local character.

The facades of the terrace homes must be designed as an integrated pack to provide a consistent streetscape.



Design Requirements

The development is to incorporate articulation to frontages and laneways.

The following elements help to provide functional articulation. The design must demonstrate how it responds to this requirement by incorporating the following:

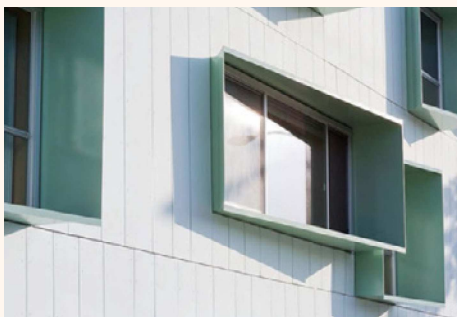
- A minimum of two storeys
- A covered entry feature or portico is mandatory to main frontages and laneways.
- A cantilever of 1.0m of the upper floor over lower floors is mandatory where a balcony is not provided
- A balcony, deck, pergola, terrace, or verandah
- Awnings, sunhoods, and louvres
- Eaves and vertical shading to western windows
- Screens to service/ancillary systems
- Blade walls and building projections
- Consideration of integration/ placement of downpipes
- Extruded box window treatments
- Access ramps as required

The overall streetscape must have a light base colour as the prominent wall finish with light weight cladding and include a mix of materials to provide articulation.

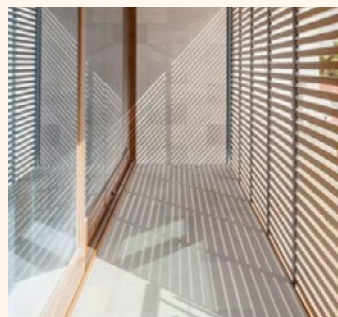
Multi storey designs must incorporate balconies at bookends/corners with a combination of solid and perforated metal or glass balustrades.

Facade glazing to street frontages must be more vertical in proportion with mullion spacing less than 1.0m. Openings of 2.4m wide or more must be a minimum of 3 panels.

Metal profile cladding systems or FC style boards with profile widths of a maximum 200mm are encouraged.



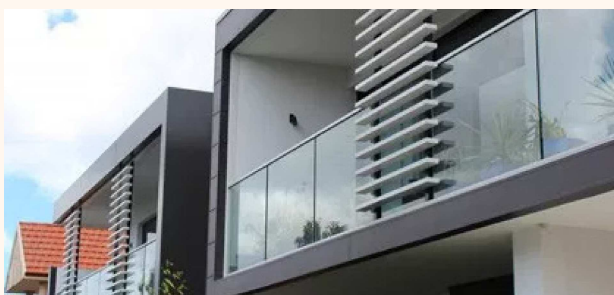
Sunhood and Awning



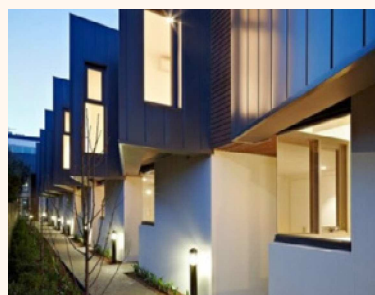
Light filled screened balconies.



Clearly articulated facades add value and character to the streetscape



Passive Surveillance with articulated and screened balconies

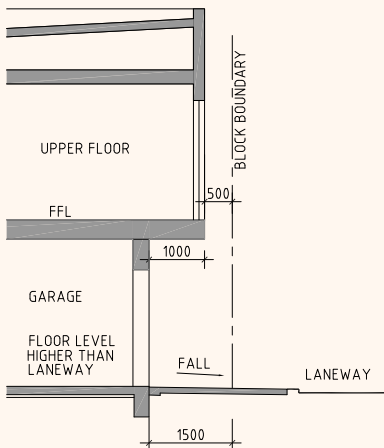


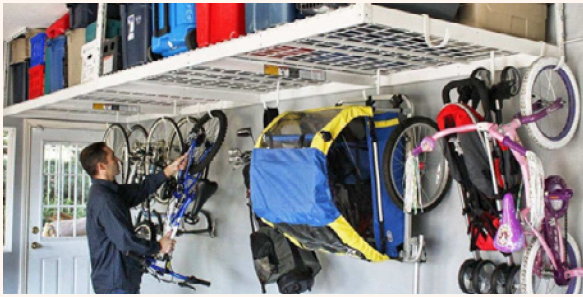
Clearly articulated facades add value and character to the streetscape

Design Principle	Design Requirements
Visual Appearance and Articulation to Corners	Refer to the block planning controls. Corner blocks are required to provide a minimum of 50% articulation to the secondary frontage. Articulation elements such as balconies, blade walls, pergolas, sunhoods, awnings, façade treatments, material use and expressed structure are required to add visual interest and avoid large blank wall planes to prominent corners. Buildings may need to be stepped back further on corners to permit balconies, glazing and larger eaves without encroachment into secondary front setbacks. All materials must wrap around the corner dwellings by at least 5 metres.
Facade Materials and Colours	• Facade colours must be selected from within the Exterior Material Palette at Part 5 • All street and public facing façades of dwellings must include a minimum of two complementary materials chosen from the Exterior Material Palette at Part 4. • Alternate facade colours and cladding materials may be considered if they align with the Exterior Material Palette and have a solar absorbance of less than 0.65. • Material changes are not permitted on external corner joints. Facade materials must return around the corners of dwellings to an internal corner joint, or a minimum of 5.0m. • Large areas of rendered finishes are not permitted without relief by either articulation or alternate materials. • The use of foam cladding materials is strongly discouraged. Where proposed, a maximum of 15% of the dwelling's façades may comprise of foam cladding elements. • External brickwork must be constructed using a smooth-faced, single-colour brick in neutral, mid-grey to earthy tones consistent with the Exterior Material Palette at Part 4 and sample colour schemes provided. • Bricks must present a uniform finish, with minimal tonal variation, no heavy texturing, mottling, or multi-coloured blends. • All proposed bricks must be submitted for approval. • Brickwork is permitted to the lower floor level and garage only • Exposed concrete slab edges to dwellings, porches and alfrescos are not permitted. • Tiled, stacked stone, or stone cladding applied elements are not permitted in The Village. • Downpipes are not permitted to be located on porches and must be integrated within architectural elements such as blade walls.

Design Principle	Design Requirements
Roof Form	The roof treatments are integrated into the building design and positively respond to open space and laneway and provide for individual expression for each dwelling. The roof form must consider how to integrate the solar panels. Lights and ventilation systems are integrated into the roof design. • Gable roof – minimum 25 degrees if visible • Skillion – 10 to 15 degrees minimum if visible • Parapets - must fully conceal the roof form and gutters and return down all elevations for the length of the facade. • Integrated roof forms that conceal multiple dwellings are not permitted. • Standard Colorbond roof profiles are permitted. • Roof colour must be selected from the Exterior Material Palette at Part 4
Roofing Materials	Metal profile roof sheeting only. Refer to Approved Colours and Finishes palette on the Housing Design Requirements Application Form.
Eaves, Awnings and Sunhoods	Minimum 600mm eaves required. Any windows that are not protected by an eave, i.e Parapet walls and lower storeys require sunhoods or awnings.
Mailbox	Mailboxes should be incorporated into a courtyard wall (where permitted). 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.
Bush Fire Requirements	Refer to the Belconnen District Declaration for bushfire ratings in Macnamara.

Design Principle	Design Requirements
Energy Efficiency Rating	A minimum NatHERS rating of 7.0 is required for each dwelling. A NatHERS Certificate and Whole of Home assessment must be provided. Ratings will be reviewed by an accredited assessor as required. The NatHERS Certificate must reflect the following mandatory requirements: • Insulation batts are to be provided to all subfloor spaces between floors (in addition to wet areas). • Thermally broken or uPVC window frames with double glazing.
Zoning	Zone RZ4.
Building Height	Refer to Territory Plan District and Zone Policies, and; District and Zone Technical Specifications and ACT Housing Design Guide (as applicable).
Building Front Setback	Refer to Territory Plan District and Zone Policies, and; District and Zone Technical Specifications and ACT Housing Design Guide (as applicable).
Fencing & Courtyard Walls	Refer to Belconnen District Specification & Fencing Controls Plan.
PPOS Requirements	Refer to Territory Plan District and Zone Policies, and; District and Zone Technical Specifications and ACT Housing Design Guide (as applicable).
Natural Ventilation	All habitable rooms must be naturally ventilated.
Dwelling Size and Layout	The dwelling has sufficient area to ensure the layout of rooms are functional, well organised and provide a high standard of amenity. Minimum Net Living Areas (NLA's) • 1 bed = 50m² • 2 bed = 70m² • 3+ bed = 95m² Kitchens are not part of circulation spaces such as hallways.
Garage and Garage Doors	Garages are to be located at least 1m behind the built form. This may include the setback from projecting upper floors and balconies. When rear loaded garages are permitted to be built to a zero allotment to a laneway articulation of at least a 500mm setback is required to every third terrace pack. Consider the use of masonry base elements to corners of garages and lightweight elements where appropriate. We may consider alternate articulation of rear laneways on architectural merit such as where surveillance units are adopted or unusual lot shapes require an alternate design response. Additional setbacks to a laneway may be required to accommodate services such as sewer, water and storm water ties and any other associated service. Provide panel lift or tilt up garage doors. Roller doors are not permitted.





Garage storage solutions



Bicycle storage solutions

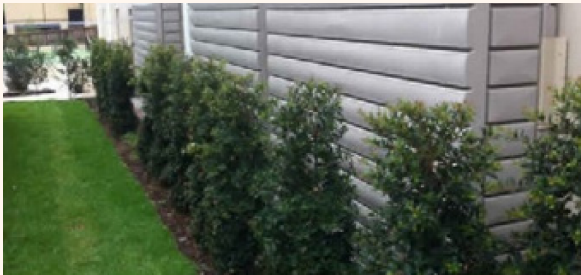


Laundry linen storage

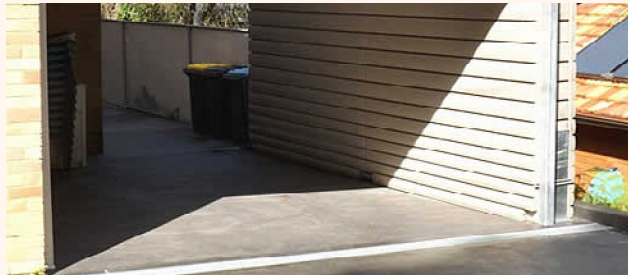
Design Principle	Design Requirements
Storage	Terrace designs must provide adequate storage and at least 50% of the required storage must be within the dwelling. Minimum Storage Area Provision: • 1 bed = 6m³ • 2 bed = 8m³ • 3+ bed = 10m³ External storage must be covered and secure and provide secure area for bicycles if not in the garage.
Bin Locations	Storage for three bins must be provided including general waste, recycling and green waste. Bin locations should be integrated with the dwelling designs and screened from public view. Kitchen design must allow for easy waste separation.
Ceiling Heights	Ceiling heights are to achieve sufficient natural ventilation and provide daylight access and spatial quality. Minimum ceiling heights: • 2.7m to ground floor habitable rooms • 2.7m to upper floor living areas • 2.5m to upper level bedrooms
Glazing	uPVC or thermally broken aluminum double glazing is required to all external windows and doors. Correct glazing type must be reflected on the NatHERs Certificate for the dwelling.

Design Principle	Design Requirements				
Home Energy Systems	Dwellings must be all-electric with no mains or bottled gas connections. A PV System with a Home Energy Management System and compatible inverter must be installed for all dwellings under the following provisions: Block Size (m2) - Mandatory PV Size a. Minimum PV Size: <table> <tr> <th>Block size (m2)</th><th>Mandatory minimum PV size (kW)</th></tr> <tr> <td>0 < 250</td><td>2</td></tr> </table> b. Home Energy Systems must be a Reposit Power (battery is required) or Evergen. c. The solar inverter must be compatible with the chosen Home Energy Systems above. d. Where PV panels are located on a roof section fronting a street, they must be installed flush with the roof. e. All hardware components must be installed by a certified Solar Accreditation Australia installer.	Block size (m2)	Mandatory minimum PV size (kW)	0 < 250	2
Block size (m2)	Mandatory minimum PV size (kW)				
0 < 250	2				
Appliances and Fixtures	Induction cooktops must be provided to all dwellings. All appliances, water fixtures and fittings must have a minimum 4 star rating under the water efficiency labeling and standards (WELS) scheme and (where required) a 4 star energy rating under the energy rating label (Energy Efficiency Rating) scheme. This includes showerheads, tap ware, toilets, fridges, freezers, washing machines, dryers and any other appliance provided with the dwelling.				
Hot Water Systems	All dwellings must have a solar or heat pump hot water system installed. Roof top solar water collectors are not permitted on the roof fronting the street. Consideration must be given to the location of any tank including screening or placement within a cupboard or garage space. Hot water systems must be climate appropriate and have temperature application range down to -5 degrees ambient air temperature.				

Design Principle	Design Requirements
Heating and Cooling	Passive heating and cooling must be considered for all dwellings including ceiling fans and thermal mass) If Mechanical heating and/ or cooling systems are installed they must be: - reverse cycle air conditioning with: - Energy Efficiency Rating of 3.1 or higher for cooling cycle - Coefficient of Performance of 3.5 or higher for heating cycle - Outdoor unit with sound pressure level of 57dBA at 1.0m or lower for heating and cooling cycle - air conditioning with a cooling cycle only that achieves an Energy Efficiency Rating of 3.1 or higher - ducted evaporative cooling with self-closing damper - ground source heat pump. Considerations must be given to the location of any outdoor fan coil unit including screening and compliance with ACT EPA noise requirements. Unit locations must be integrated with the design and are not permitted to be located adjacent to PPOS, on rooftops or where visible from the primary street frontage.

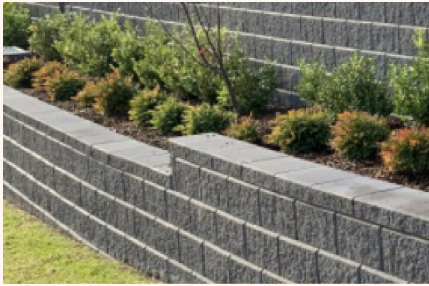


Narrow style rainwater tanks can be used where space requirements are restrictive



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

Design Principle	Design Requirements				
Rainwater Tanks	Rainwater Tanks should be considered for all dwellings. The following minimum size requirements apply: <table> <tr> <th>Block size (m2)</th><th>Mandatory minimum (litres)</th></tr> <tr> <td>0 < 250</td><td>Not mandatory, consider for environmental purposes</td></tr> </table>	Block size (m2)	Mandatory minimum (litres)	0 < 250	Not mandatory, consider for environmental purposes
Block size (m2)	Mandatory minimum (litres)				
0 < 250	Not mandatory, consider for environmental purposes				
Retaining Walls Extensive earthworks should be limited where possible to minimise the extent of retaining wall costs and the visual impacts to the streetscape.	Minimum Requirements: • The height of site cuts along the side boundaries with attached neighbouring wall cannot exceed 500mm in height • Front cut retaining walls must not exceed 400mm in height. • Front fill retaining walls must not exceed 1.0m in height with tiered increments separated by 1.0m provided. • 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 • Retaining wall forward of the front building line must be constructed from the following materials at the discretion of the Ginninderry Development Manager - Approved face brick - Approved rendered masonry - Approved brickwork such as split face, honed or shot blast finishes - Approved stone faced masonry - Approved reinforced concrete finishes • Timber, concrete sleepers or prefabricated modular systems are not permitted forward of the building line. • Retaining walls along side boundaries forward of the building line must be tapered or stepped in line with the finished ground level at the front boundary. • Where there are services such as water, electrical, communications, sewer and storm water, detailed coordination of all courtyard wall locations and associated services must be considered in the initial design process.				



Arch split face block



Streetscape



Well articulated dwelling designs provide a functional and more attractive streetscape

Design Principle

Services and ancillary structures

Design Requirements

Services such as water, electricity meter boxes, NBN, airconditioning units, hot water units and home energy system cabinets can have an adverse impact on the overall streetscape if not considered as part of the overall design.

The location of the above services will be required to be shown on the site plan as part of the design approval process.

Minimum Requirements:

- Water, electricity meter boxes, NBN and home energy system cabinets must be integrated into the front façade and located away from the front door
- Solar panels must sit flush with the roof line if located to the street frontages of the dwellings
- Storage tank for solar HWS is not permitted to be mounted on the roof fronting the street
- Aerials, satellite dishes, antennae, heat pumps, A/C units and evaporative units are to be located to the rear of the dwellings and must not be visible from the street.
- Clothes drying lines and garbage bins are to be located to the rear of the terraces. If they are located to the side of the house within the Primary Building zone, they must be screened from public view.
- Sheds, outdoor structures are to be located to the rear of the terraces and away from public view.
- No ancillary services are to be located within the PPOS.

Dog and Cat containment

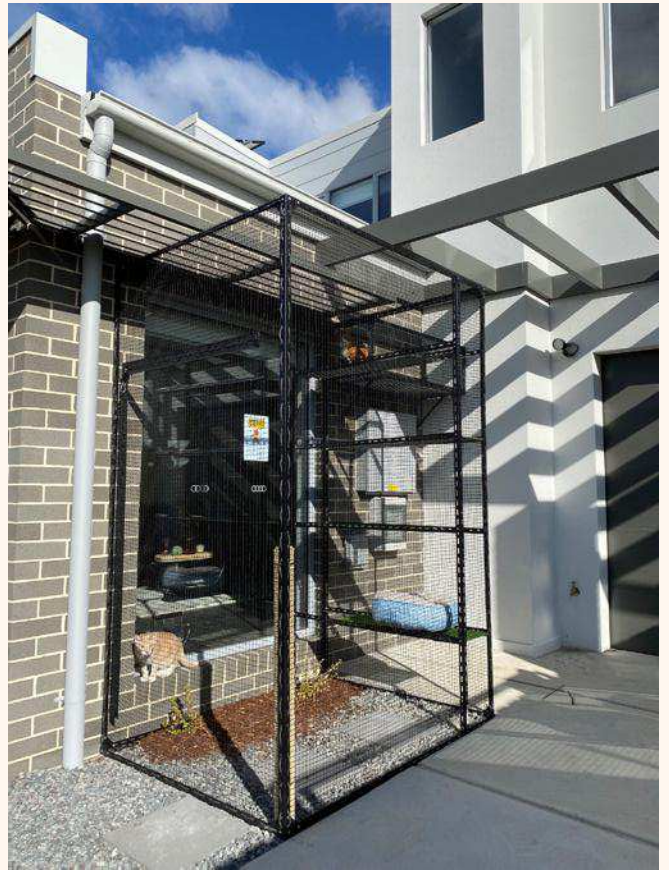
Minimum Requirements:

Suburbs within Ginninderry are Cat Containment and Dog on Leash areas. Designs should give consideration to responsible pet ownership principles including the use of enclosures or cat runs. More information can be obtained at: <https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment>

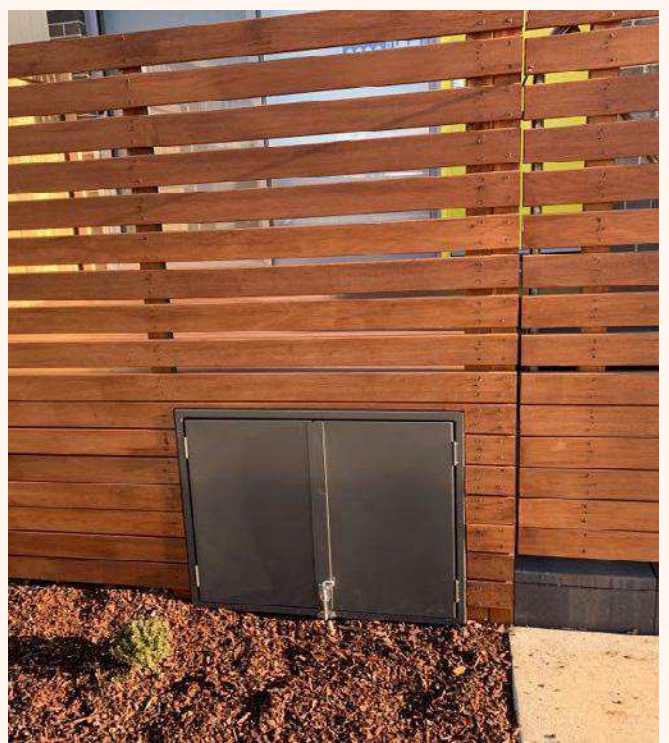
- Dogs must remain on leash in public areas except within designated un-leashed areas such as dog parks.
- Dogs are not permitted in the conservation corridor.



Cat containment



Integrated water meter details within courtyard walls



Part 4:

Exterior Material Palette

Dwellings must feature high-quality, well-proportioned façades that utilise articulation and varied materials to reduce building bulk. Every elevation is treated with architectural importance, contributing to the visual integrity of The Village.

Mandatory Elements

Colours and materials listed in this section are mandatory. No colours or materials outside of this range will be accepted.

Roof colour



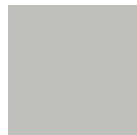
WALLABY



BLUEGUM



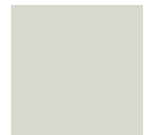
SHALE GREY



SOUTHERLY

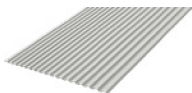


DUNE

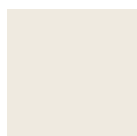


SURFMIST

Roof cladding

LYSAGHT
CUSTOM ORBLYSAGHT
KLIP LOKLYSAGHT
SPANDEKLYSAGHT
TRIMDEK

Façade colour

DULUX
WINDSPRAYDULUX
GAMELANDULUX
BLUEGUMDULUX
CAPITAL GREYDULUX
SOUTHERLYDULUX
DUNEDULUX
EVENING HAZEDULUX
SURFMISTDULUX
ANTIQUE
WHITE USA

Windows



MONUMENT



WOODLAND
GREY



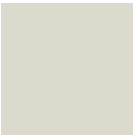
APO GREY



DUNE

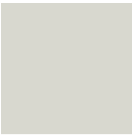


PAPERBARK



SURFMIST

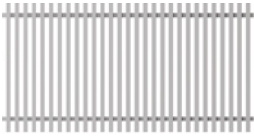
Front Courtyard Fencing



SURFMIST



DUNE



40 x 40MM - 40MM SPACING

Inter-Allotment Fencing



DUNE

Retaining Walls – to front of dwellings



MASONRY

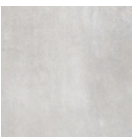


SPLIT-FACED
BLOCKS



STONE

Driveway – (verge crossing and on-block)



MAXIMUM
3% GREY OXIDE

Other elements

Colours and materials listed in this section are to be used to guide your selection choices. All of these elements will be assessed on a case-by-case basis for suitability, application and scale within the proposed built form. Colours or materials which depart from the general palette provided here will not be accepted. All proposed bricks are subject to approval by the Ginninderry Design Team.

Brickwork

External brickwork must be constructed using a smooth-faced, single-colour brick in neutral, mid-grey to earthy tones. Bricks are to present a uniform finish, with minimal tonal variation, no heavy texturing, mottling, or multi-coloured blends consistent with the below examples.

BRICK STANDARD



Feature brickwork is suitable for smaller applications to enhance architectural elements or façade features. Approval of feature brick is at the discretion of the Ginninderry Design Team.

BRICK FEATURE



Garage doors

Garage doors outside of this range may be permitted based on merit and at the discretion of the Ginninderry Design Team.



Cladding

FC WALL CLADDING PRE-FINISHED



COMPOSITE WALL CLADDING



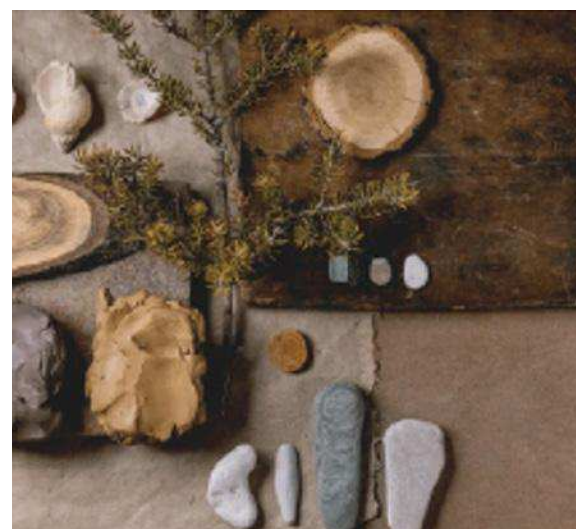
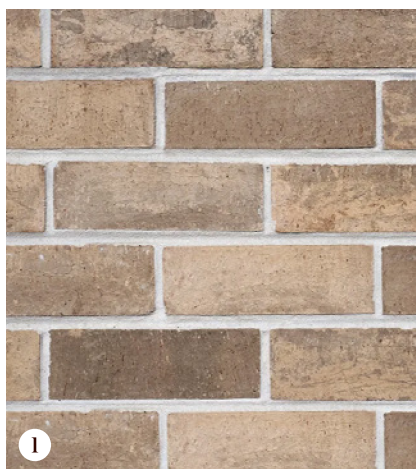
FC WALL CLADDING RAW



METAL WALL CLADDING

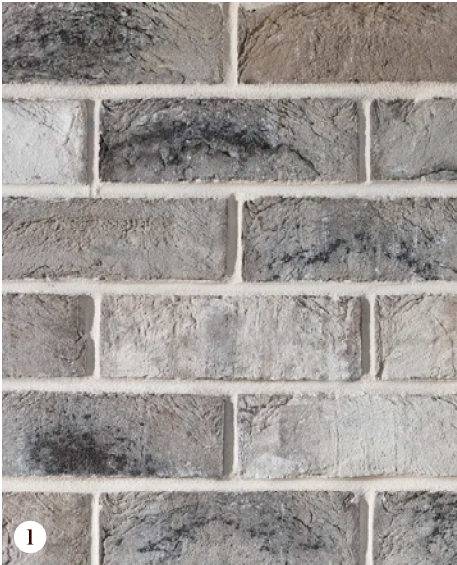


Sample Colour Schemes



1. Material Palette

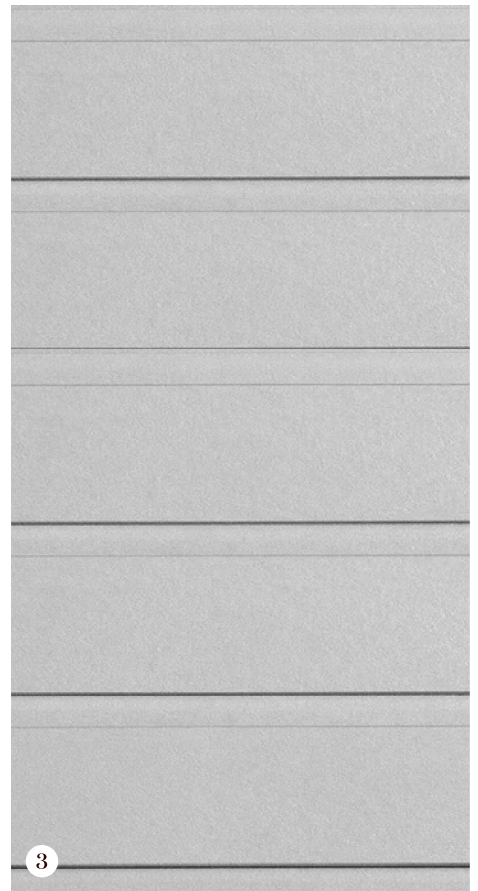
- | | |
|-----------------------------|-------------------------------|
| ① Brick | Australis - Coorong |
| ② Composite cladding | Castellated - Hazelwood |
| ③ Fibre cement cladding | Weathergroove - Woodsman 75mm |
| ④ Paint colours | Evening haze |
| ⑤ Roof colour | Surfmist |
| ⑥ Windows, flashing & trims | Basalt |



2. Material Palette

1 Brick	San Selmo Smoked - Opaque
2 Composite cladding	Slat
3 Fibre cement cladding	Shiplap - Hazelwood
4 Paint colours	Shiplap - Shale Grey
5 Roof colour	Southerly
6 Windows, flashing & trims	Apo Grey





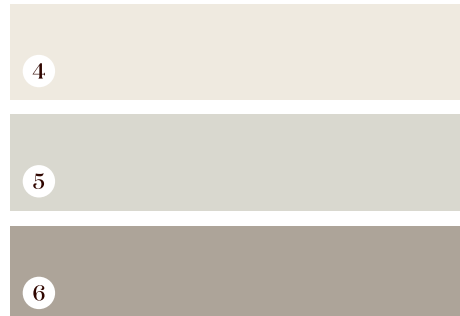
3. Material Palette

- | | |
|-----------------------------|---------------------------|
| ① Brick | Wilderness - Silver Birch |
| ② Composite cladding | Castellated - Blonde Oak |
| ③ Fibre cement cladding | Primeline - Weatherboard |
| ④ Paint colours | Bluegum |
| ⑤ Roof colour | Southerly |
| ⑥ Windows, flashing & trims | Monument |



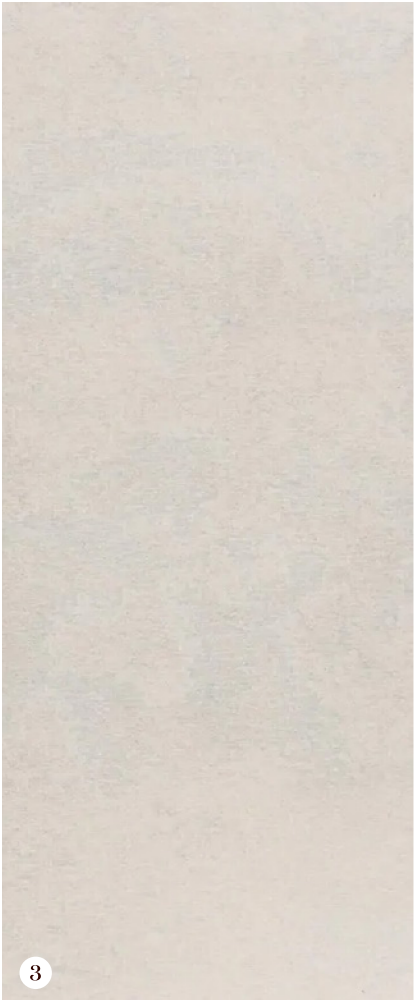
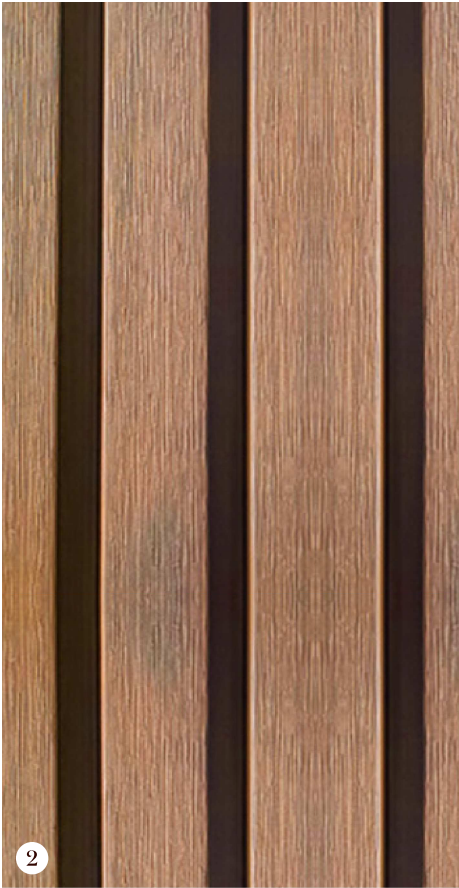
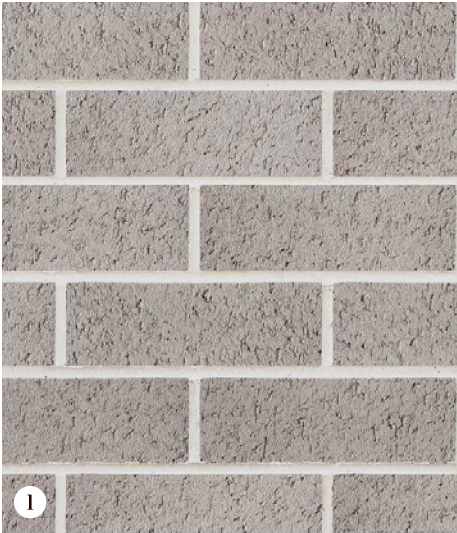
4. Material Palette

1 Brick	Whitsunday - Brampton
2 Composite cladding	Woodlands - Birch
3 Fibre cement cladding	Axon
4 Paint colours	Dulux White USA
5 Roof colour	Dune
6 Windows, flashing & trims	Paperbark



5. Material Palette

- | | |
|-----------------------------|-------------------------------|
| ① Brick | Metallix - Quartz |
| ② Composite cladding | Castellated - Blonde Oak |
| ③ Fibre cement cladding | Weathergroove - Woodsman 75mm |
| ④ Paint colours | Antique White USA |
| ⑤ Roof colour | Surfmist |
| ⑥ Windows, flashing & trims | Dune |

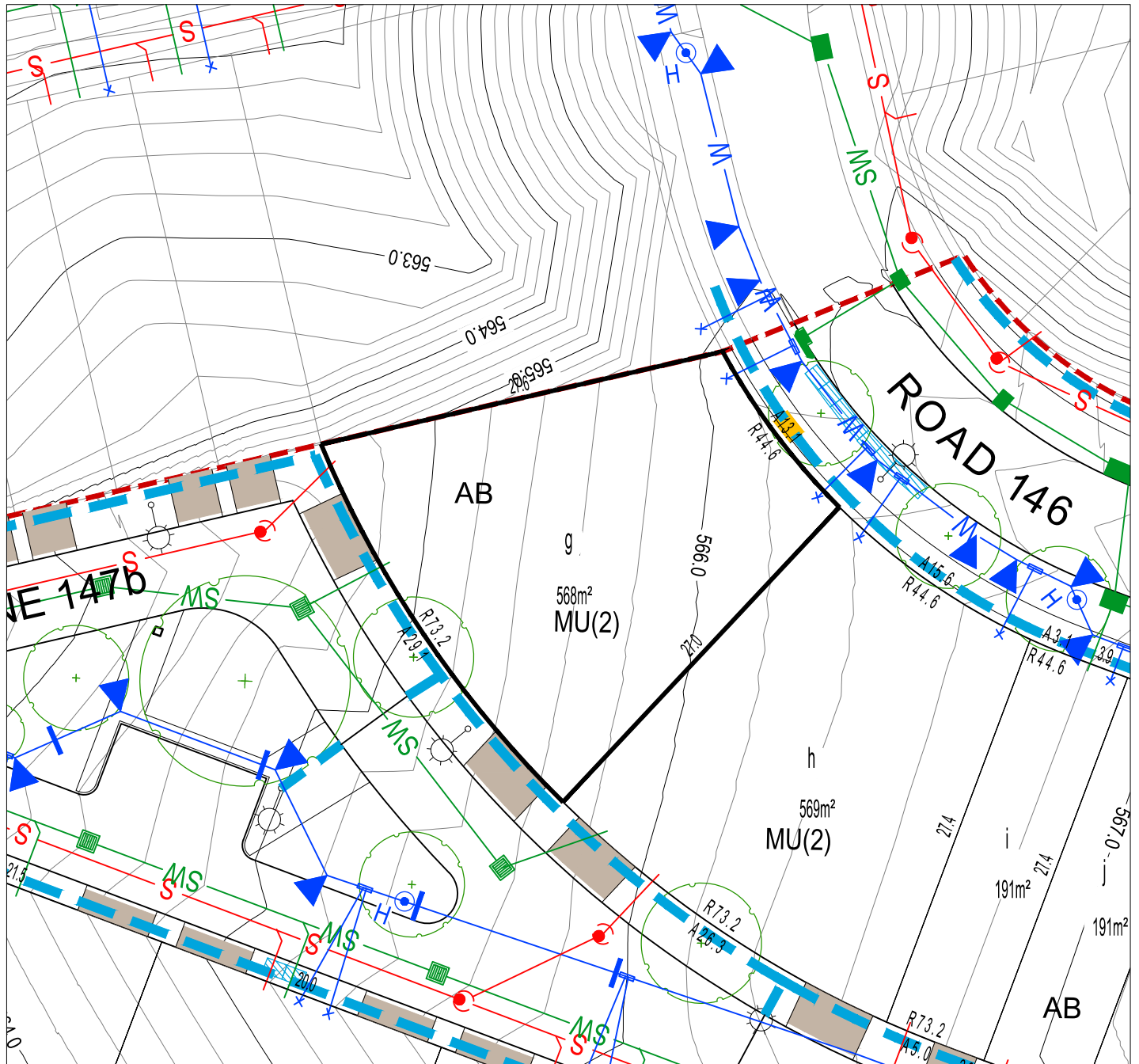


6. Material Palette

1	Brick	Urban One - Silver
2	Composite cladding	Castellated - Marine Teak
3	Fibre cement cladding	Weathergroove - Woodsman 75mm
4	Paint colours	Shale Grey
5	Roof colour	Woodland Grey

Part 5: Appendix A

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:400

ISSUE DATE: JUNE 2026

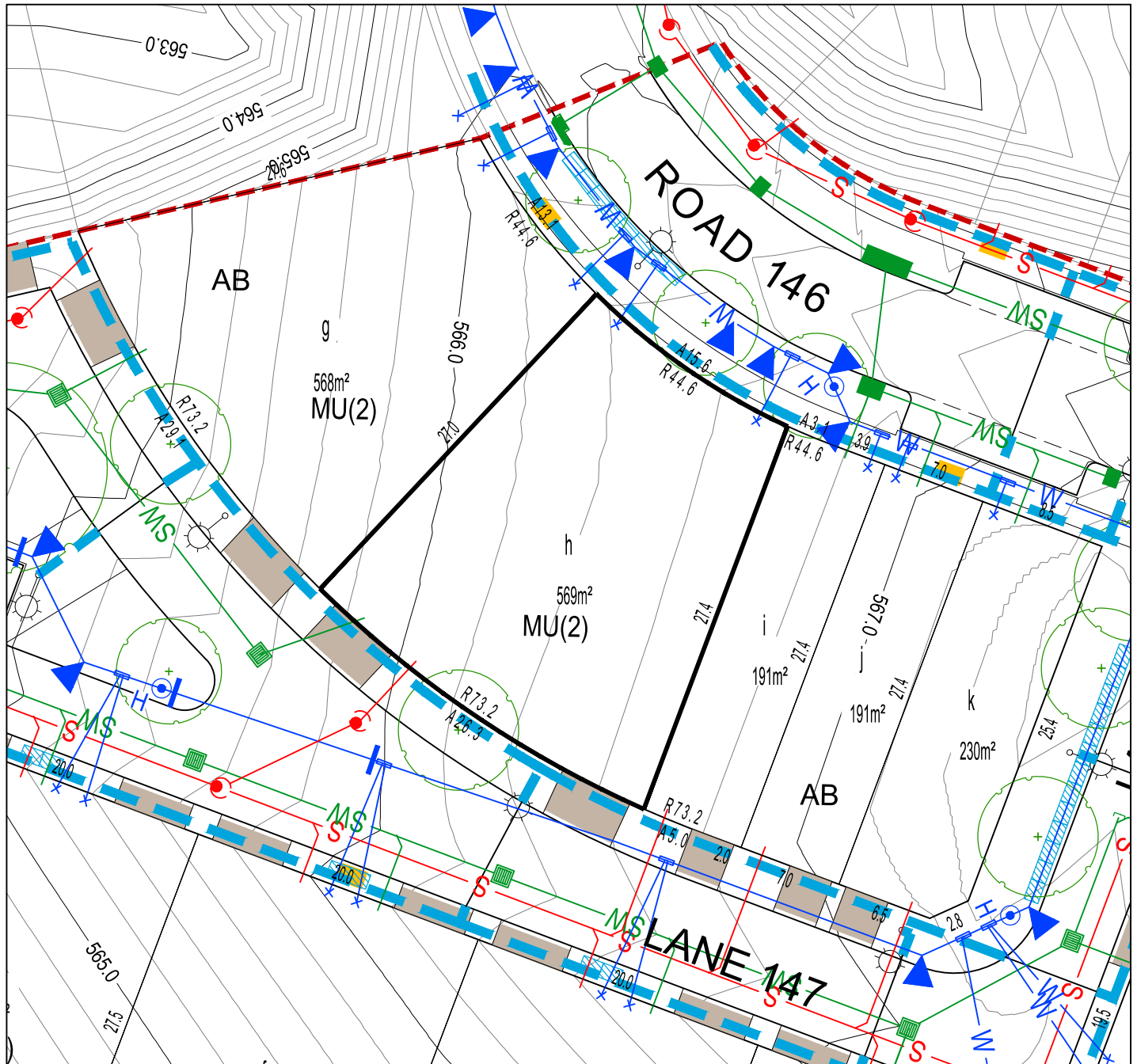
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	CONTOUR 1.0m INTERVAL		WATER MAIN / STOP VALVE / HYDRANT / TIE		STREETLIGHT		STREET TREES
	CONTOUR 0.2m INTERVAL		RETAINING WALL		ABOVE GROUND MINIPILLAR		
	REINFORCED CONCRETE DRIVEWAY BY PURCHASER		SEWER MAINTENANCE ACCESS ROUTE REQUIRED		IN GROUND MINIPILLAR		
	REINFORCED CONCRETE DRIVEWAY BY CIVIL CONTRACTOR				INDICATIVE SET BACK		
	STAGE BOUNDARY						

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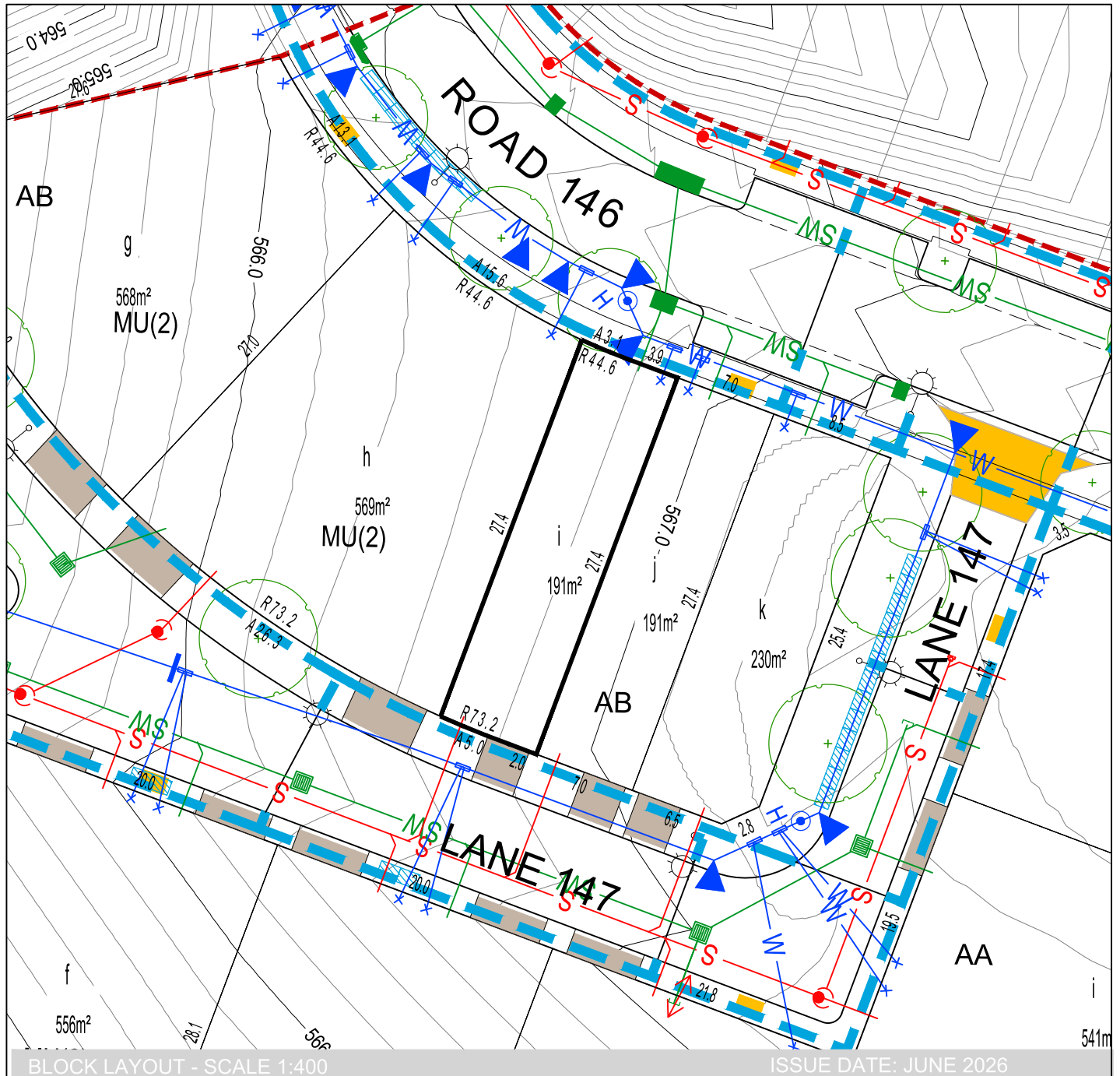
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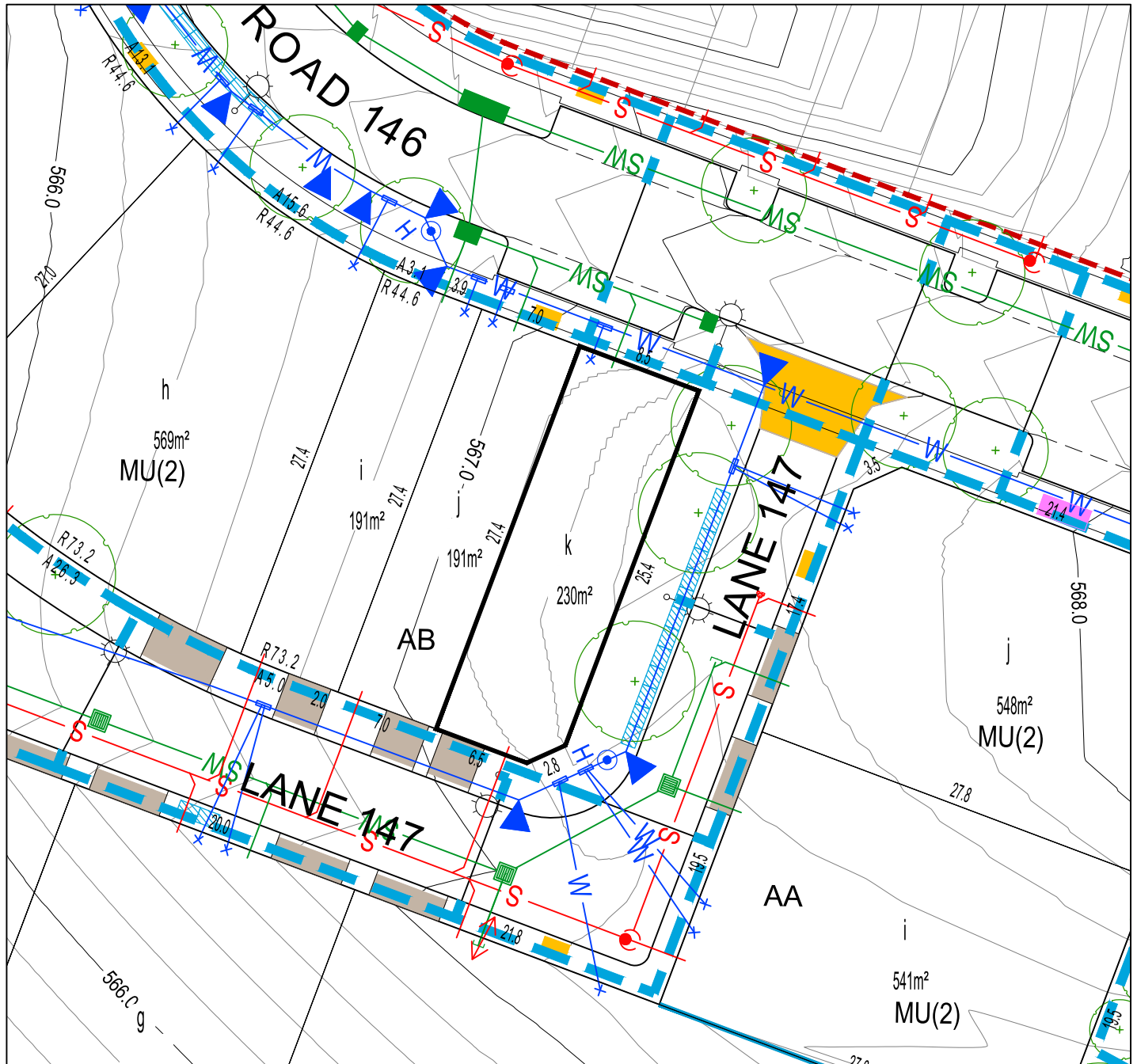
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Block Disclosure Plan

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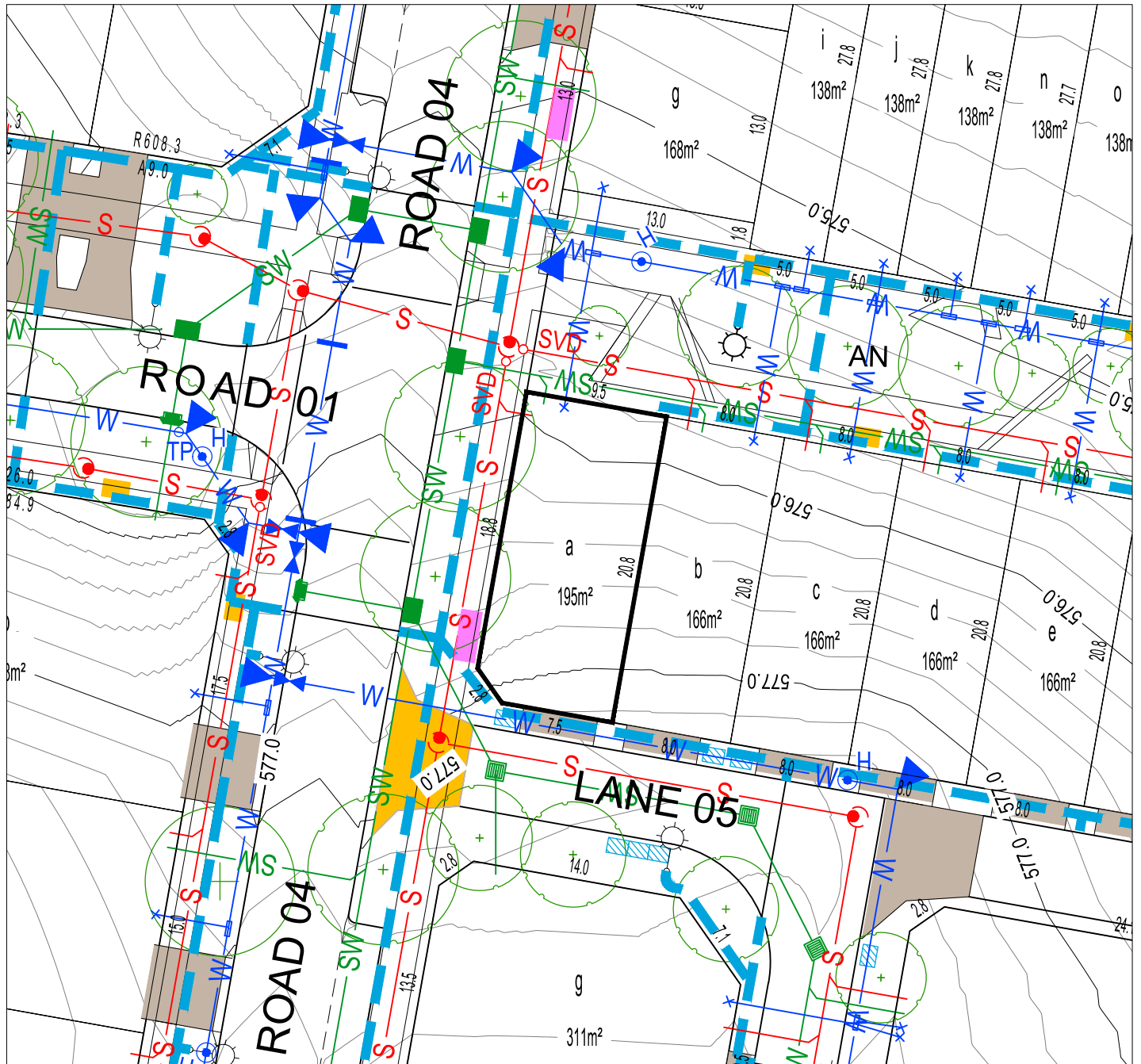
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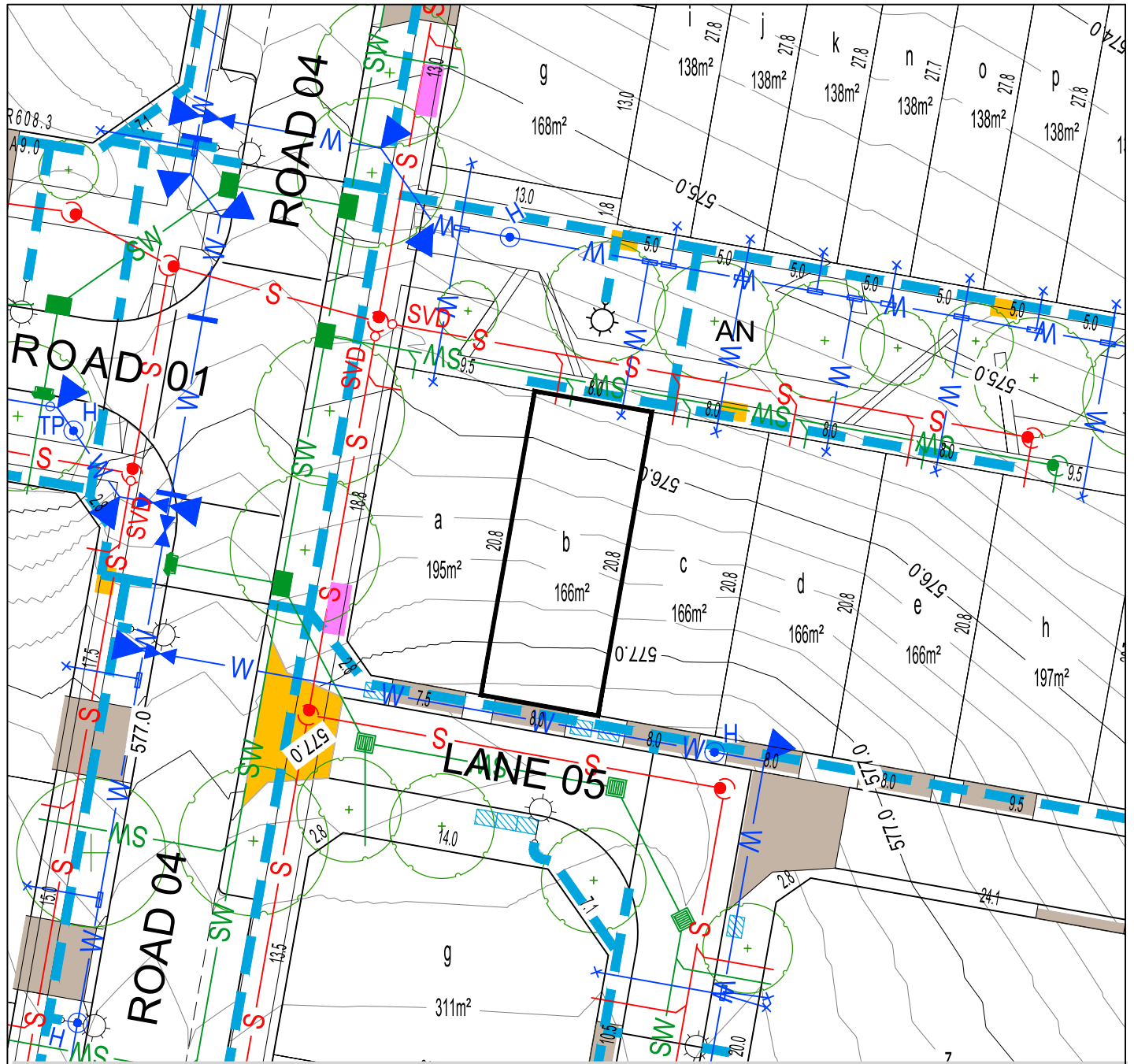
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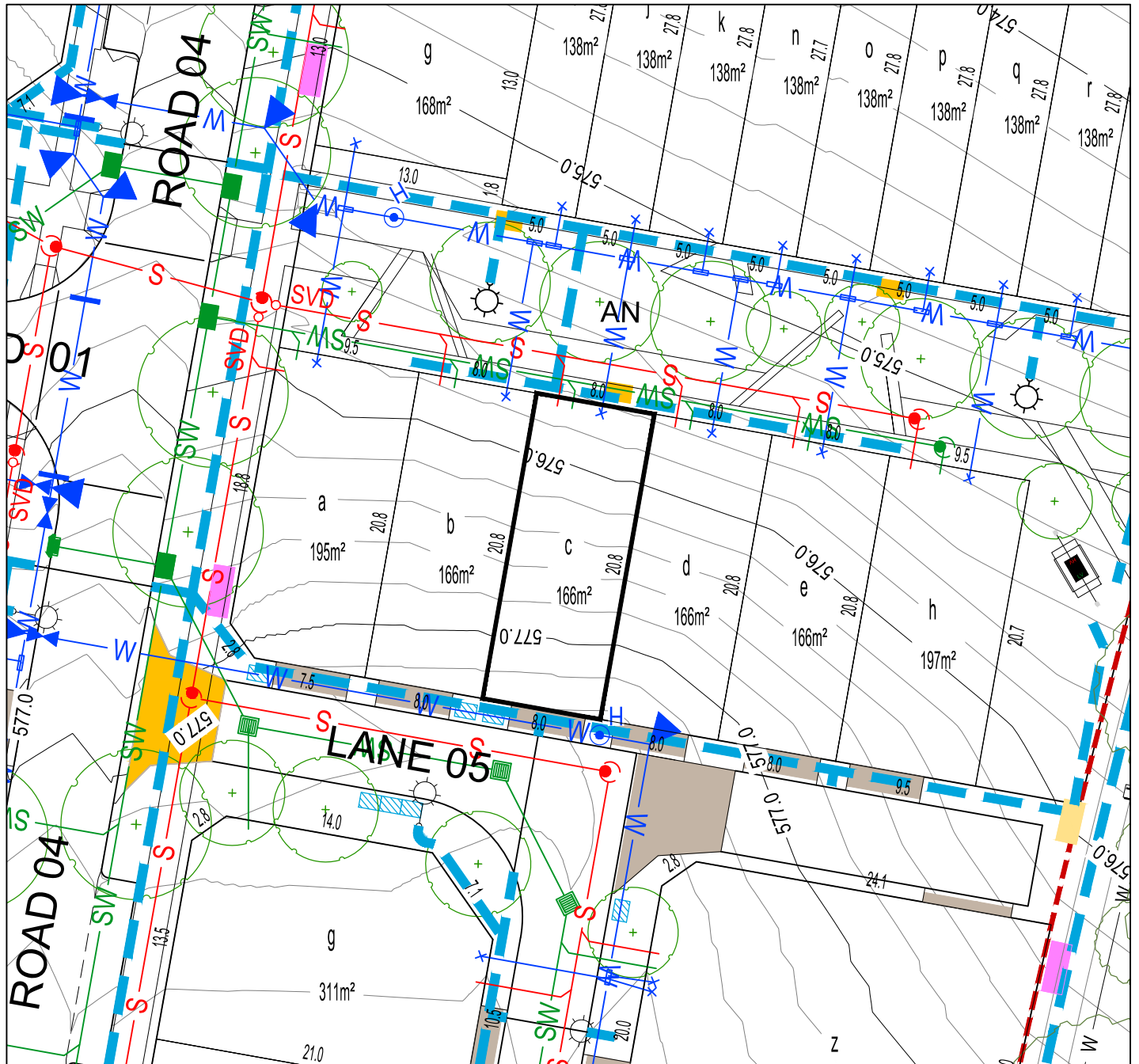
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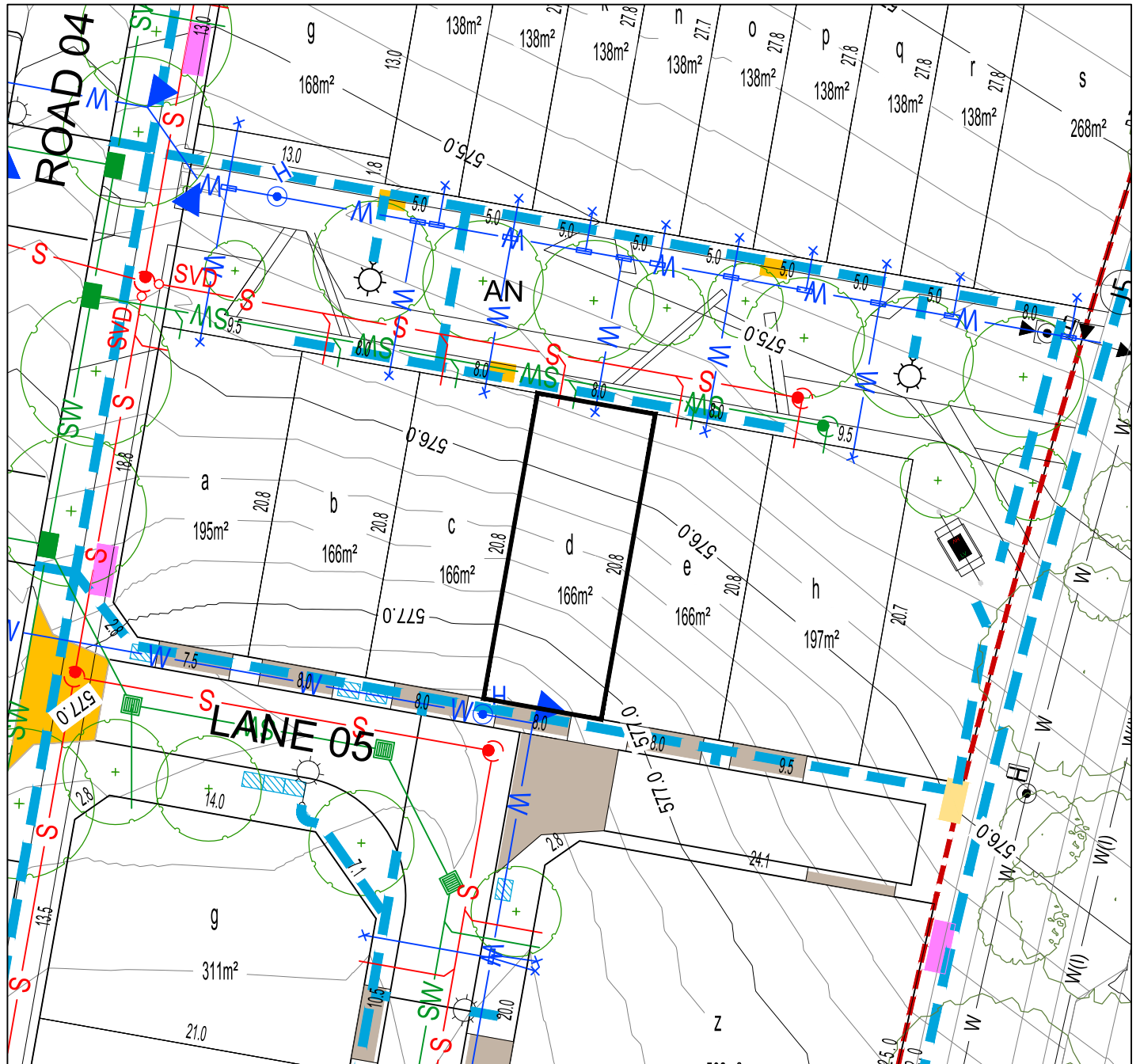
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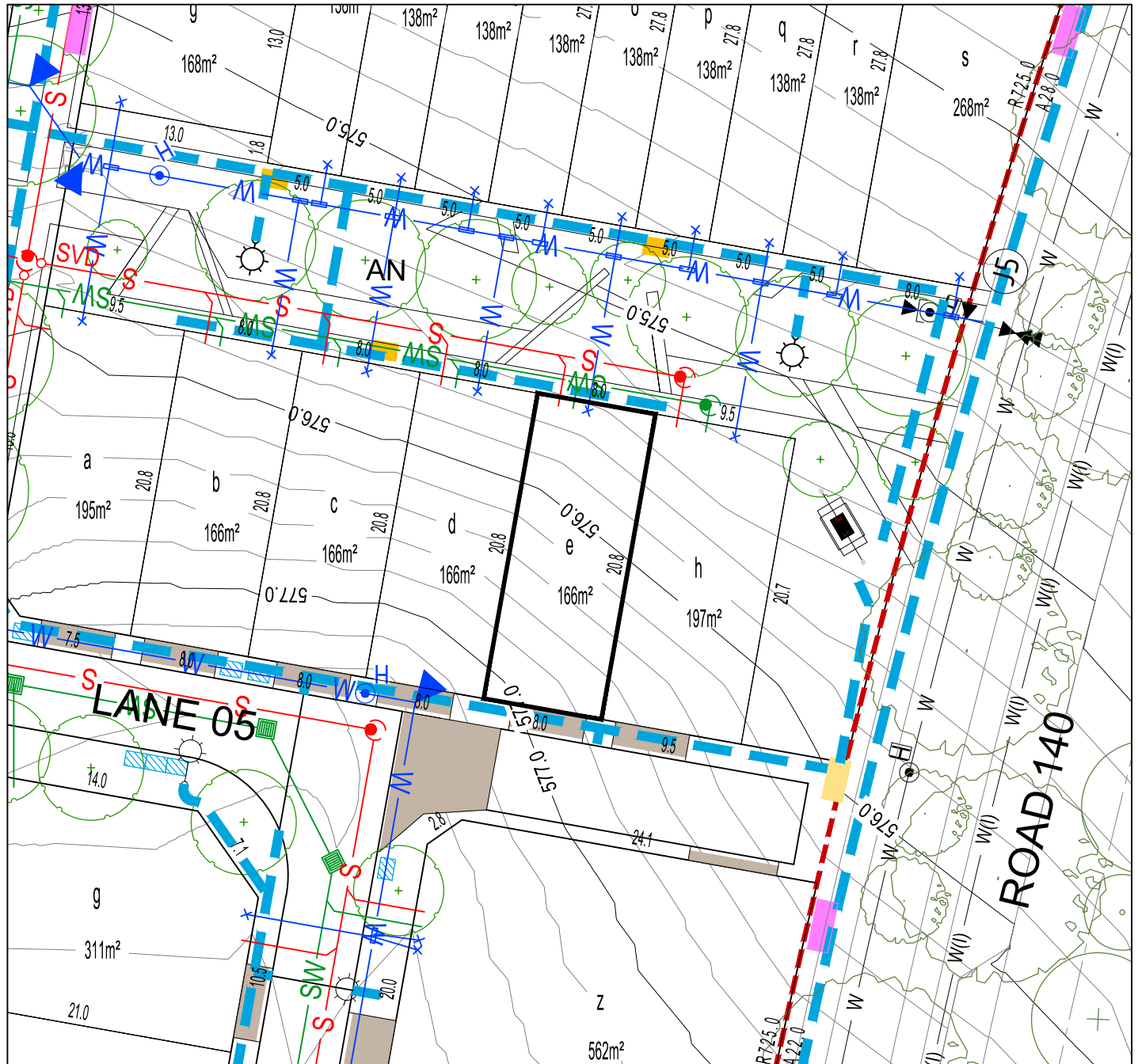
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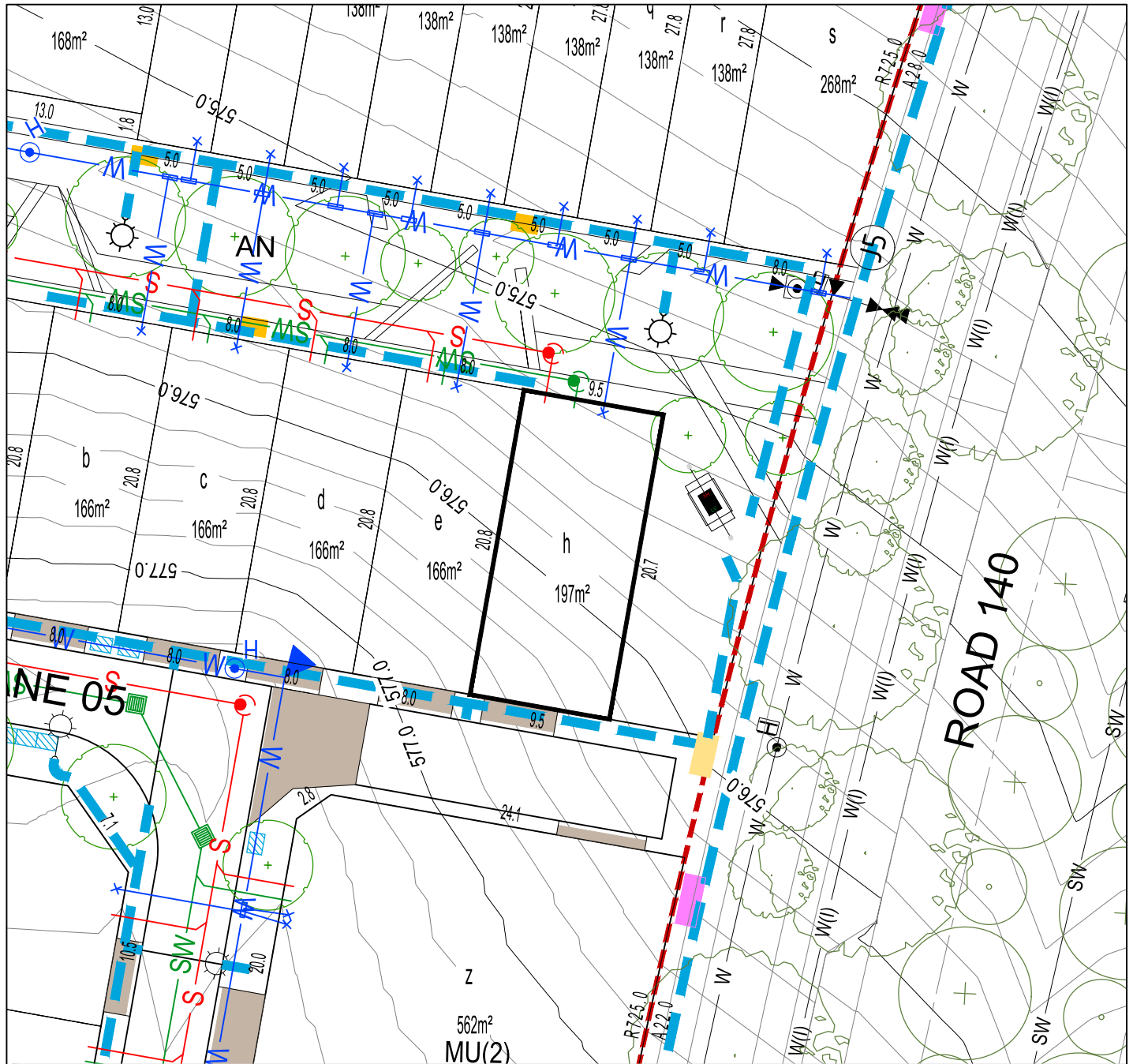
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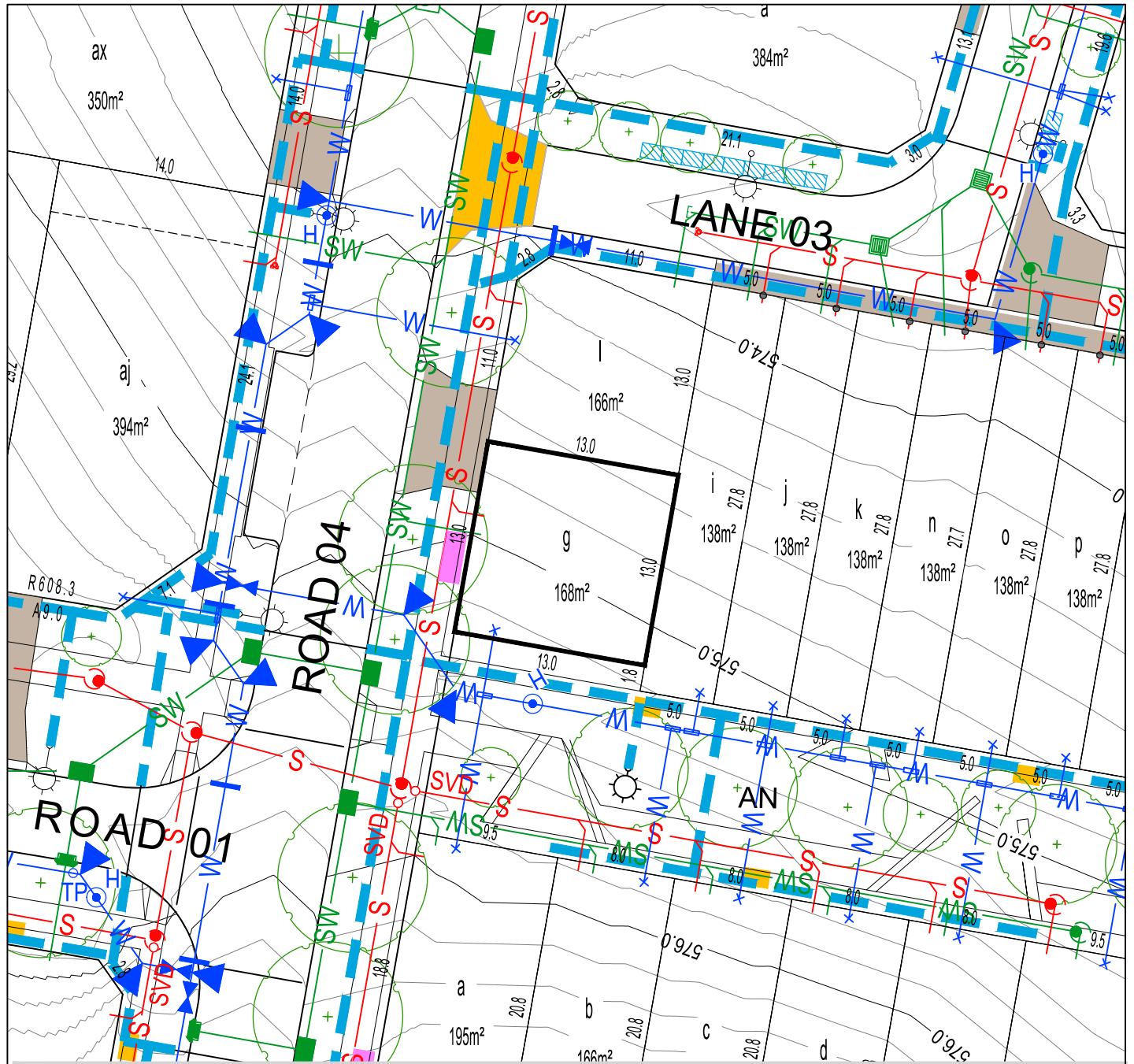
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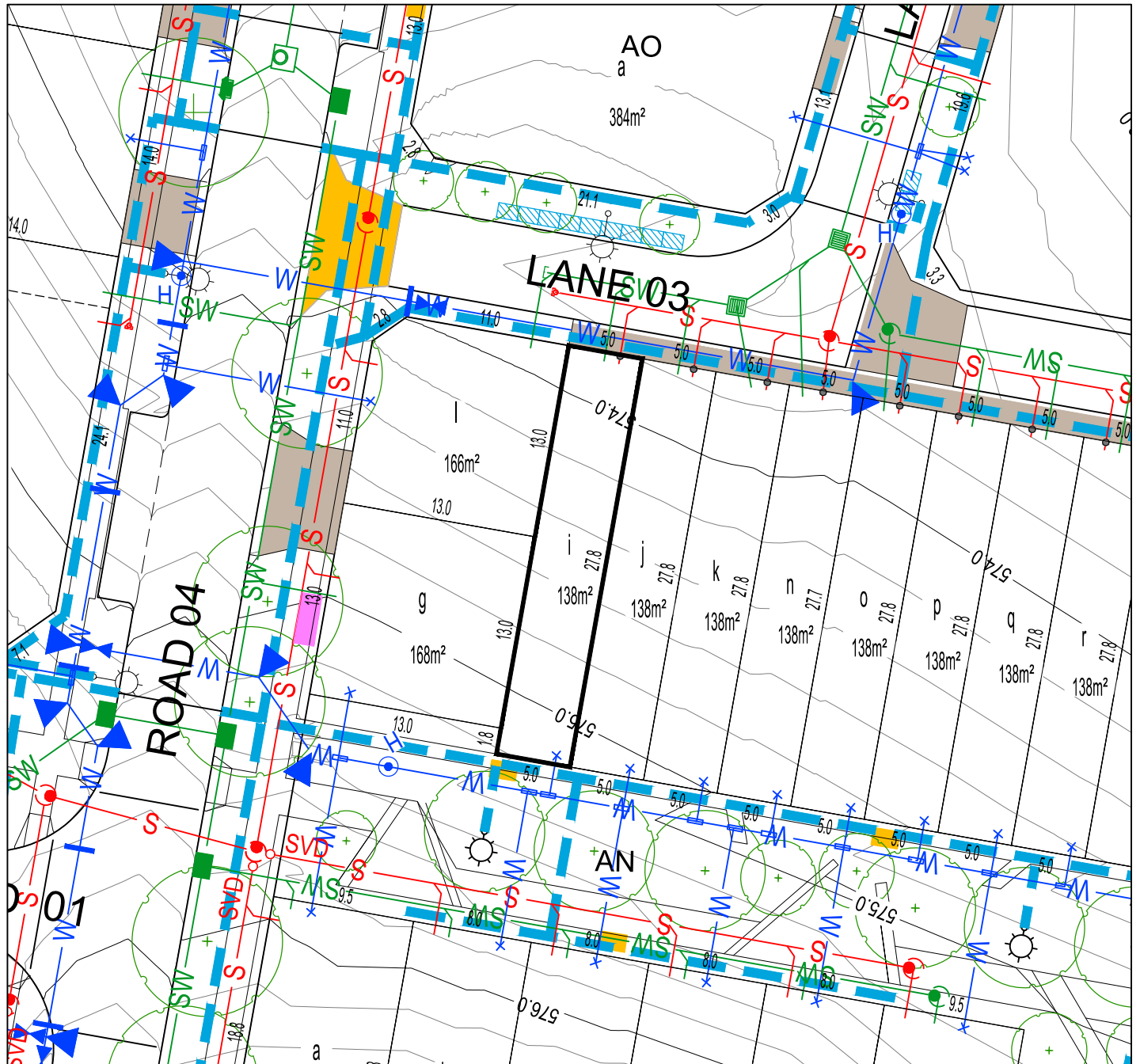
Block: 1

Block Disclosure Plan

	LOT BOUNDARY		SEWER MAIN / MANHOLE / TIE		SERVICES TRENCH		WASTE COLLECTION POINT
	EASEMENT		STORMWATER MAIN / SUMP / MANHOLE / TIE		NB/Co. PIT		SUBSTATION
	CONTOUR 1.0m INTERVAL		WATER MAIN / STOP VALVE / HYDRANT / TIE		STREETLIGHT		STREET TREES
	CONTOUR 0.2m INTERVAL		RETAINING WALL		ABOVE GROUND MINIPILLAR		
	REINFORCED CONCRETE DRIVEWAY BY PURCHASER		SEWER MAINTENANCE ACCESS ROUTE REQUIRED		IN GROUND MINIPILLAR		
	REINFORCED CONCRETE DRIVEWAY BY CIVIL CONTRACTOR				INDICATIVE SET BACK		
	STAGE BOUNDARY						

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Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:400

ISSUE DATE: JUNE 2026

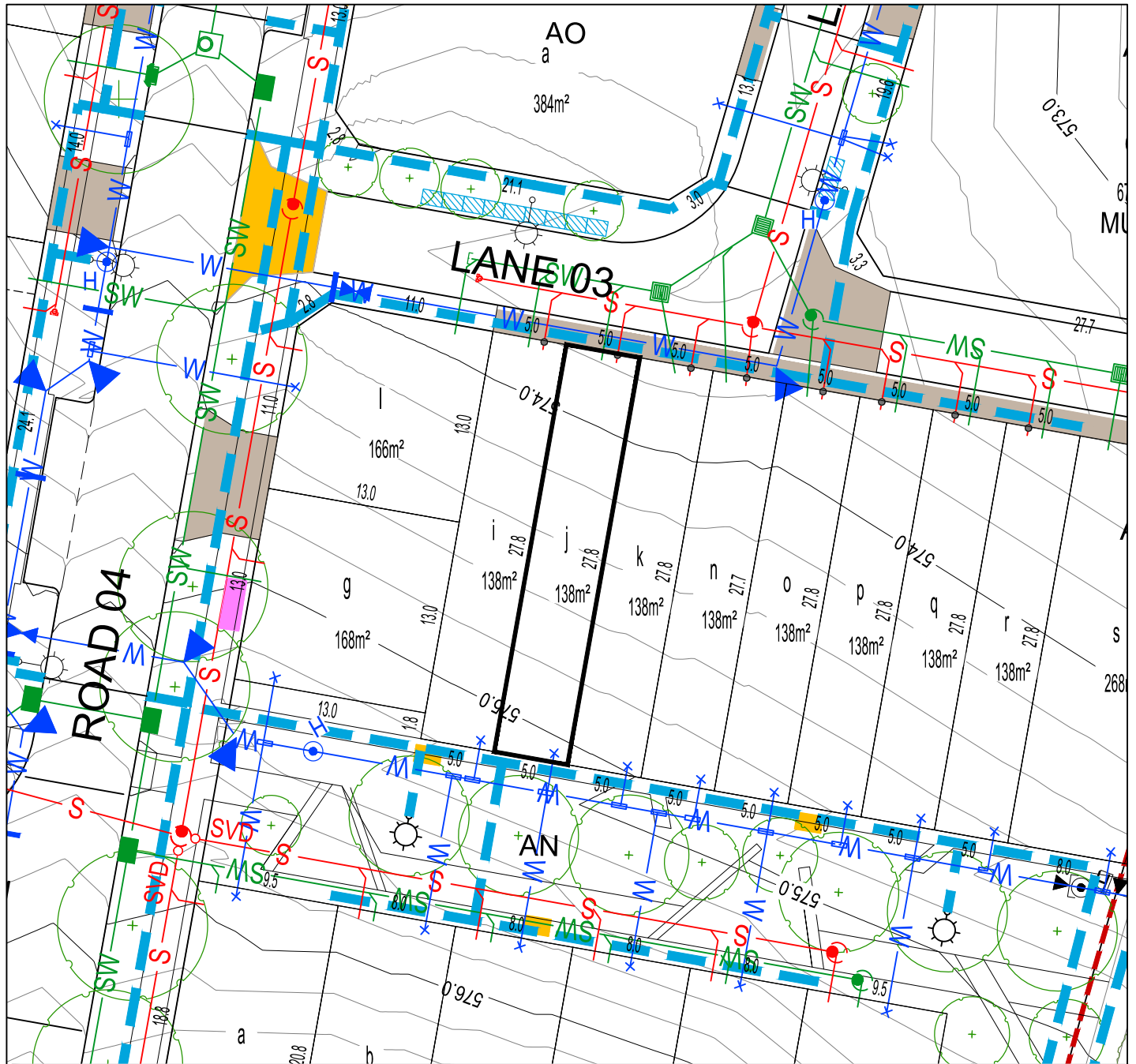
LEGEND

	LOT BOUNDARY		SEWER MAIN / MANHOLE / TIE		SERVICES TRENCH		WASTE COLLECTION POINT
	EASEMENT		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBNCo. PIT		SUBSTATION
	CONTOUR 1.0m INTERVAL		WATER MAIN / STOP VALVE / HYDRANT / TIE		STREETLIGHT		ABOVE GROUND MINIPILLAR
	CONTOUR 0.2m INTERVAL		RETAINING WALL		IN GROUND MINIPILLAR		INDICATIVE SET BACK
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ISSUE DATE: JUNE 2026

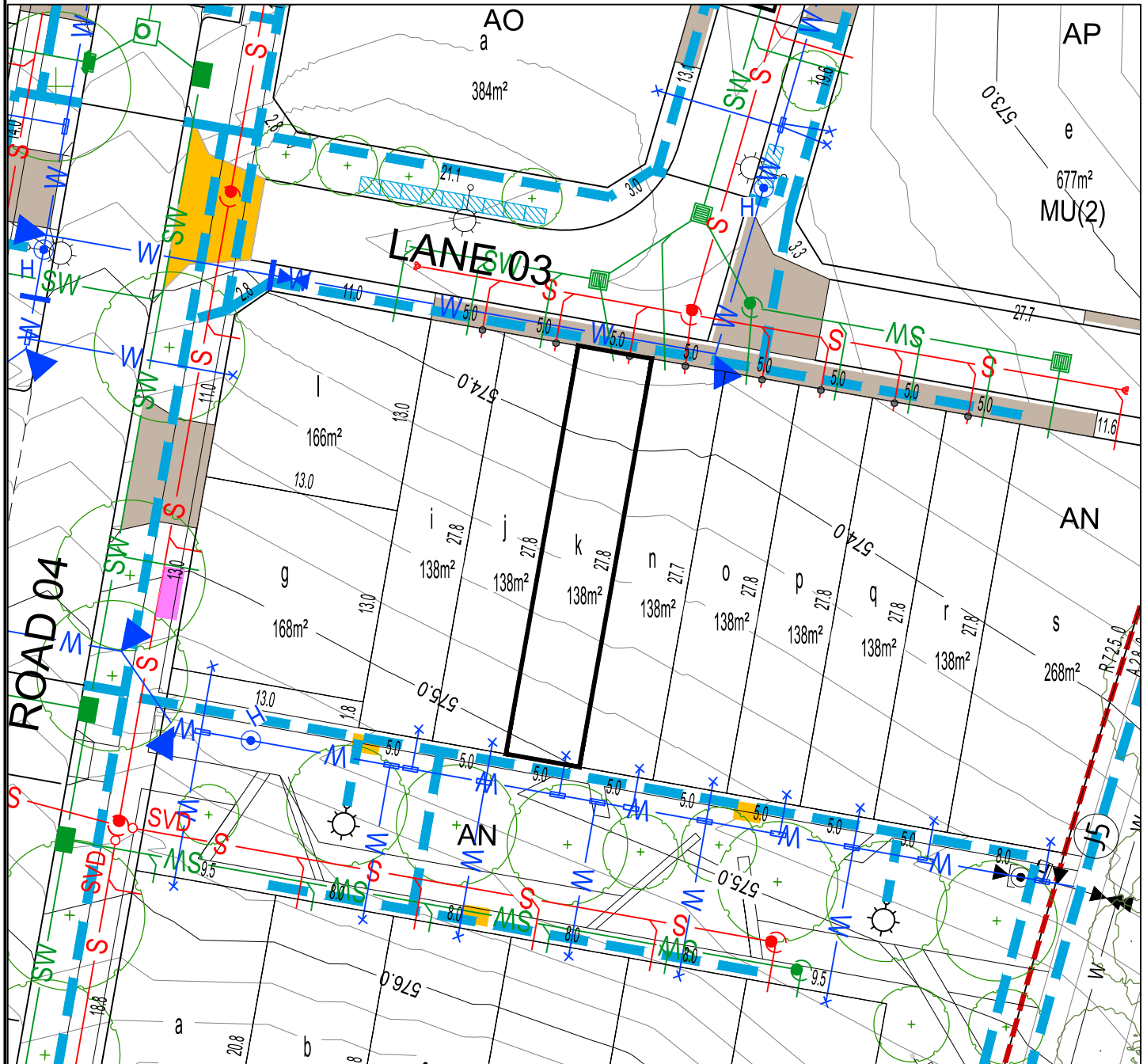
LEGEND

	LOT BOUNDARY		SEWER MAIN / MANHOLE / TIE		SERVICES TRENCH		WASTE COLLECTION POINT
	EASEMENT		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBNC PIT		SUBSTATION
	CONTOUR 1.0m INTERVAL		WATER MAIN / STOP VALVE / HYDRANT / TIE		STREETLIGHT		STREET TREES
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	STAGE BOUNDARY						

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Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:400

ISSUE DATE: JUNE 2026

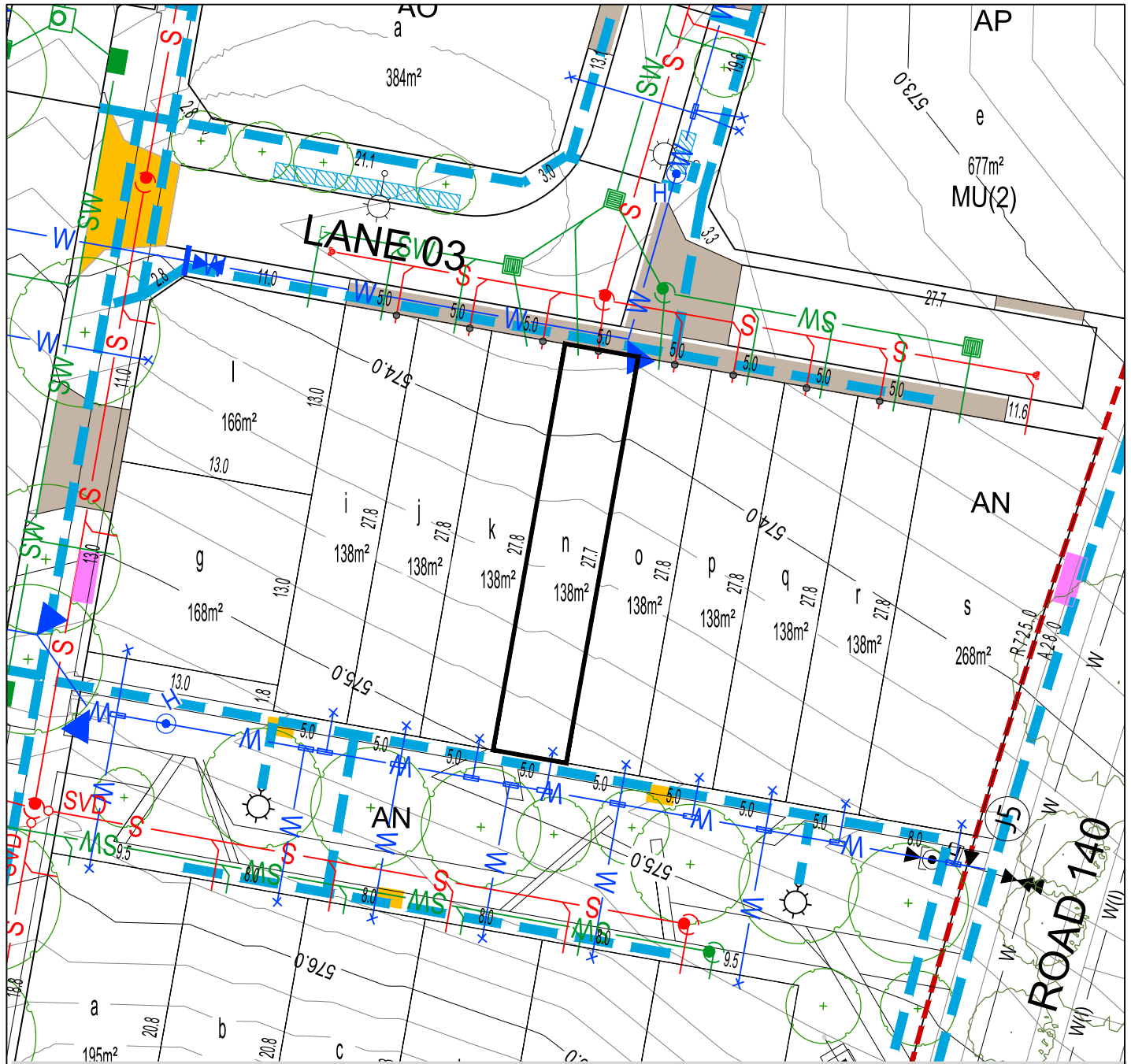
LEGEND

	LOT BOUNDARY		SEWER MAIN / MANHOLE / TIE		SERVICES TRENCH		WASTE COLLECTION POINT
	EASEMENT		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBNCo. PIT		SUBSTATION
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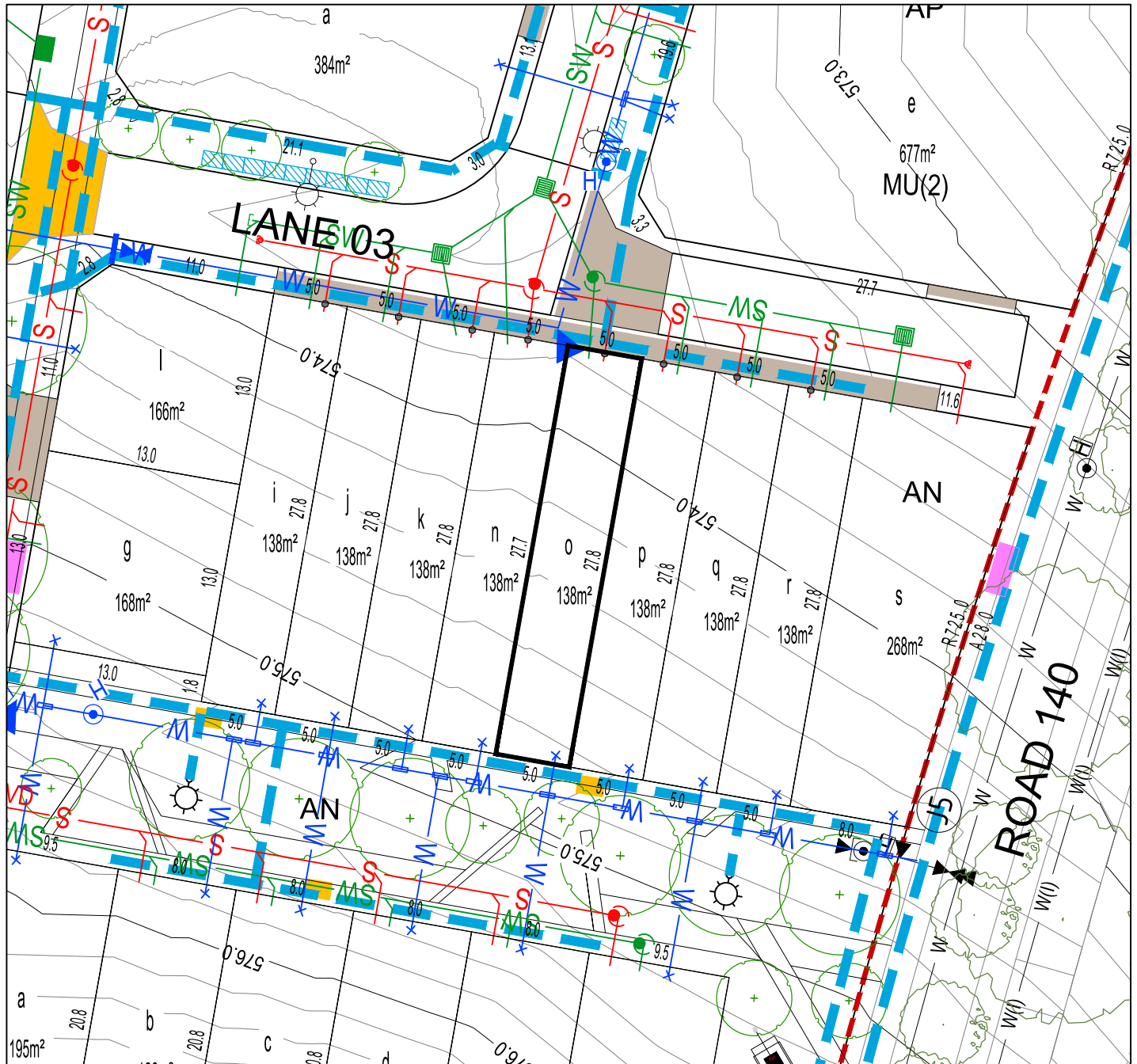
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	EASEMENT		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBNCo. PIT		SUBSTATION
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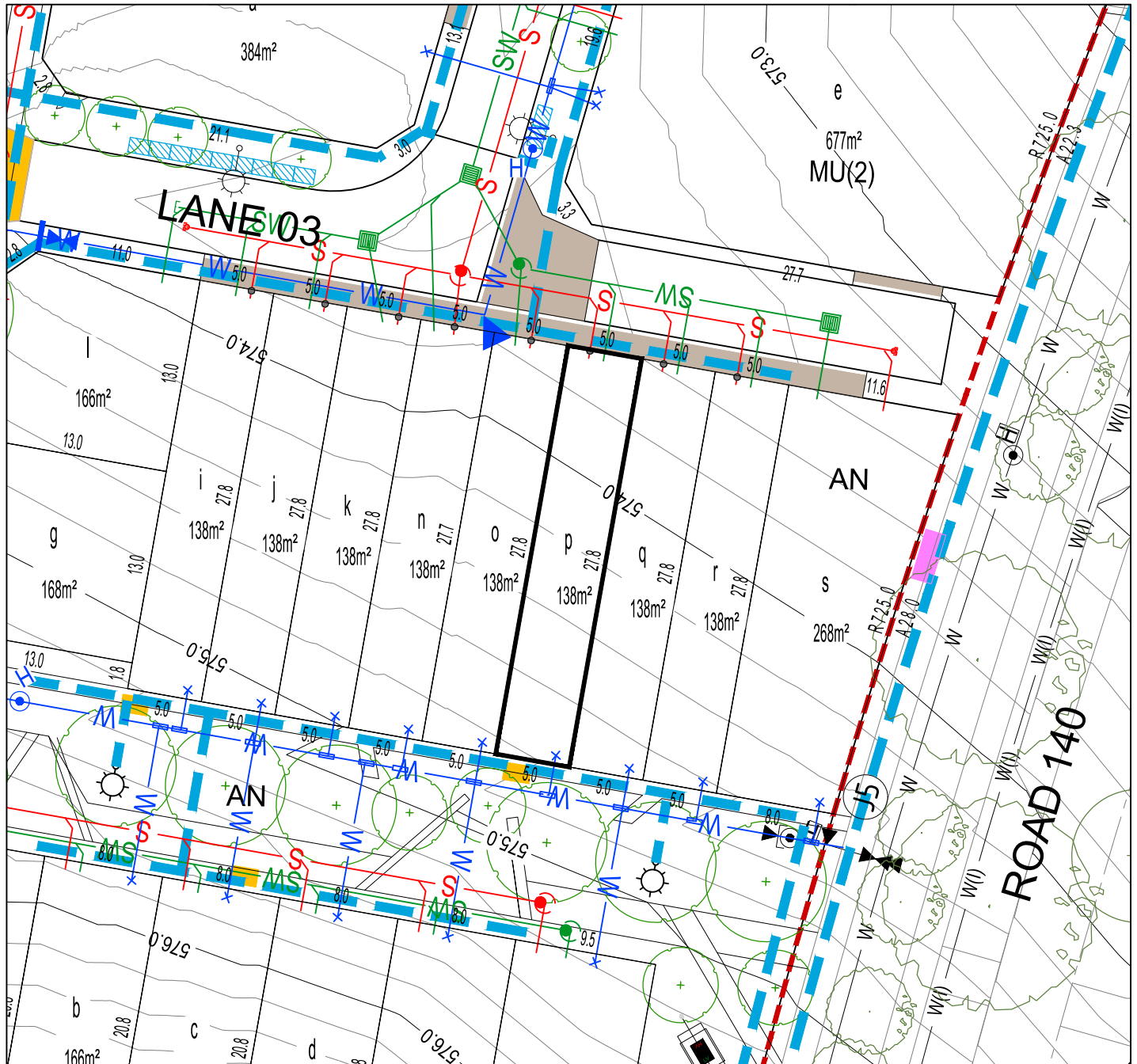
LEGEND

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	EASEMENT		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBNCo. PIT		SUBSTATION
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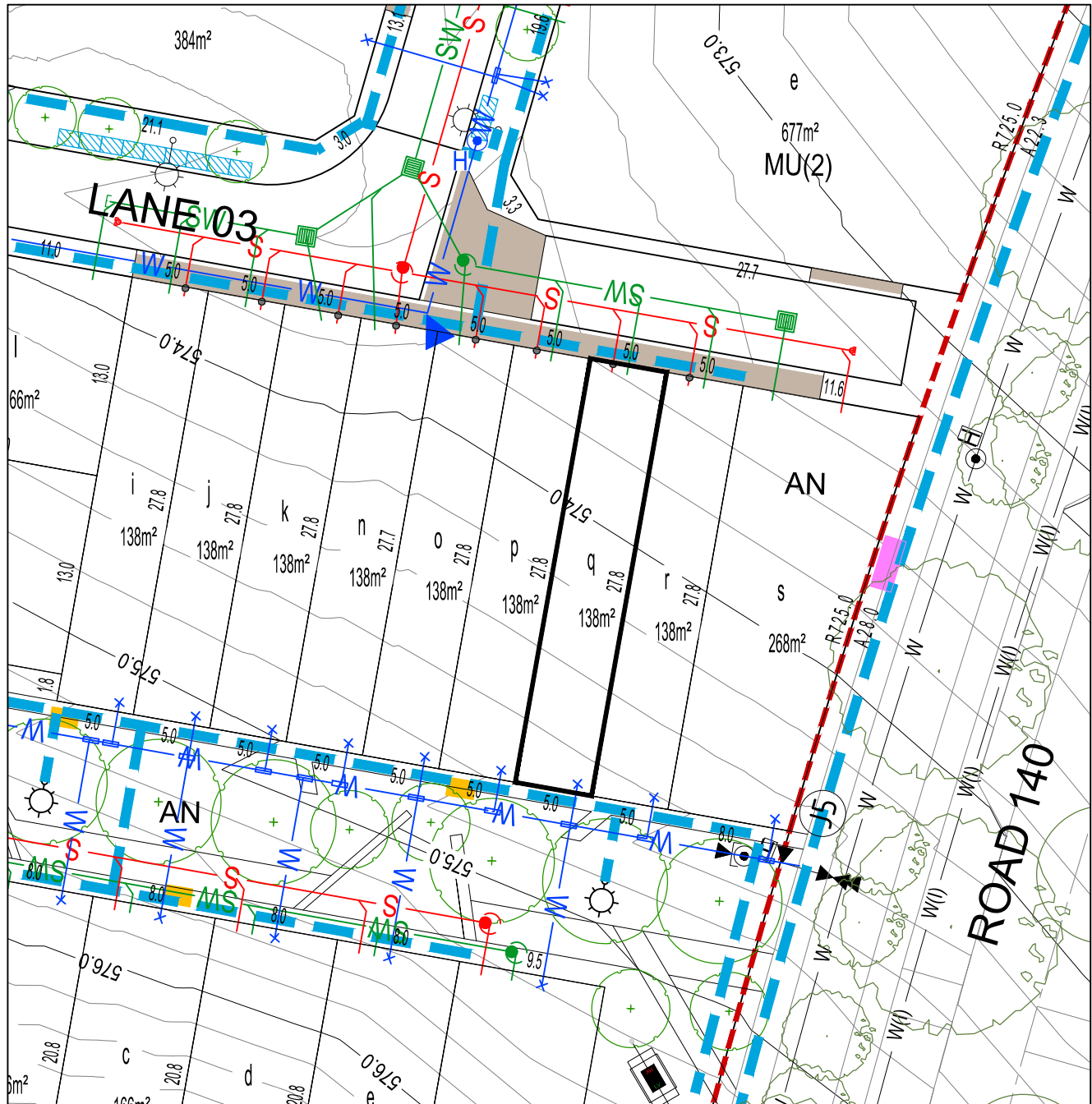
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	EASEMENT		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBNCo. PIT		SUBSTATION
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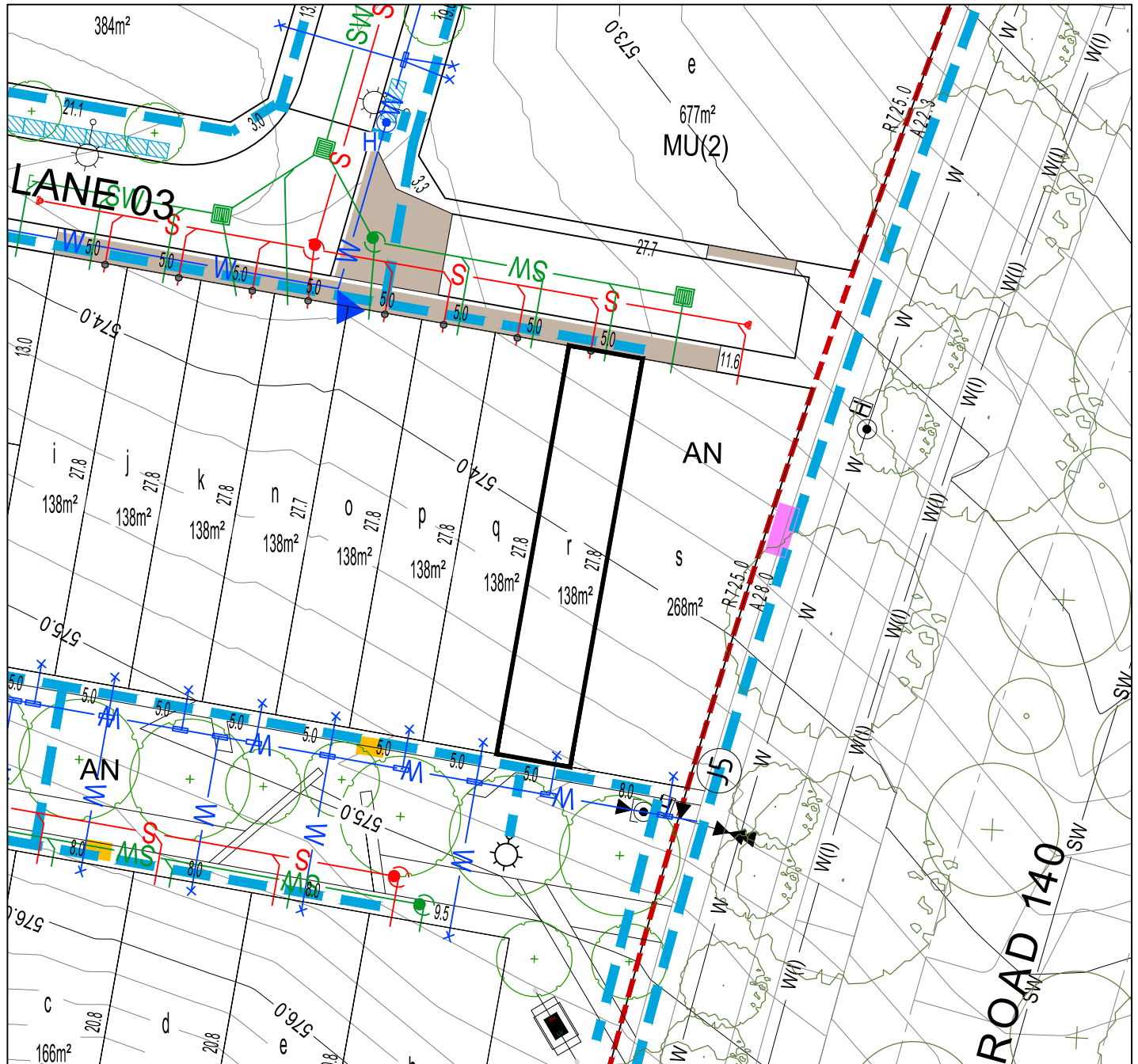
LEGEND

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	EASEMENT		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBN Co. PIT		SUBSTATION
	CONTOUR 1.0m INTERVAL		WATER MAIN / STOP VALVE / HYDRANT / TIE		STREETLIGHT		ABOVE GROUND MINIPILLAR
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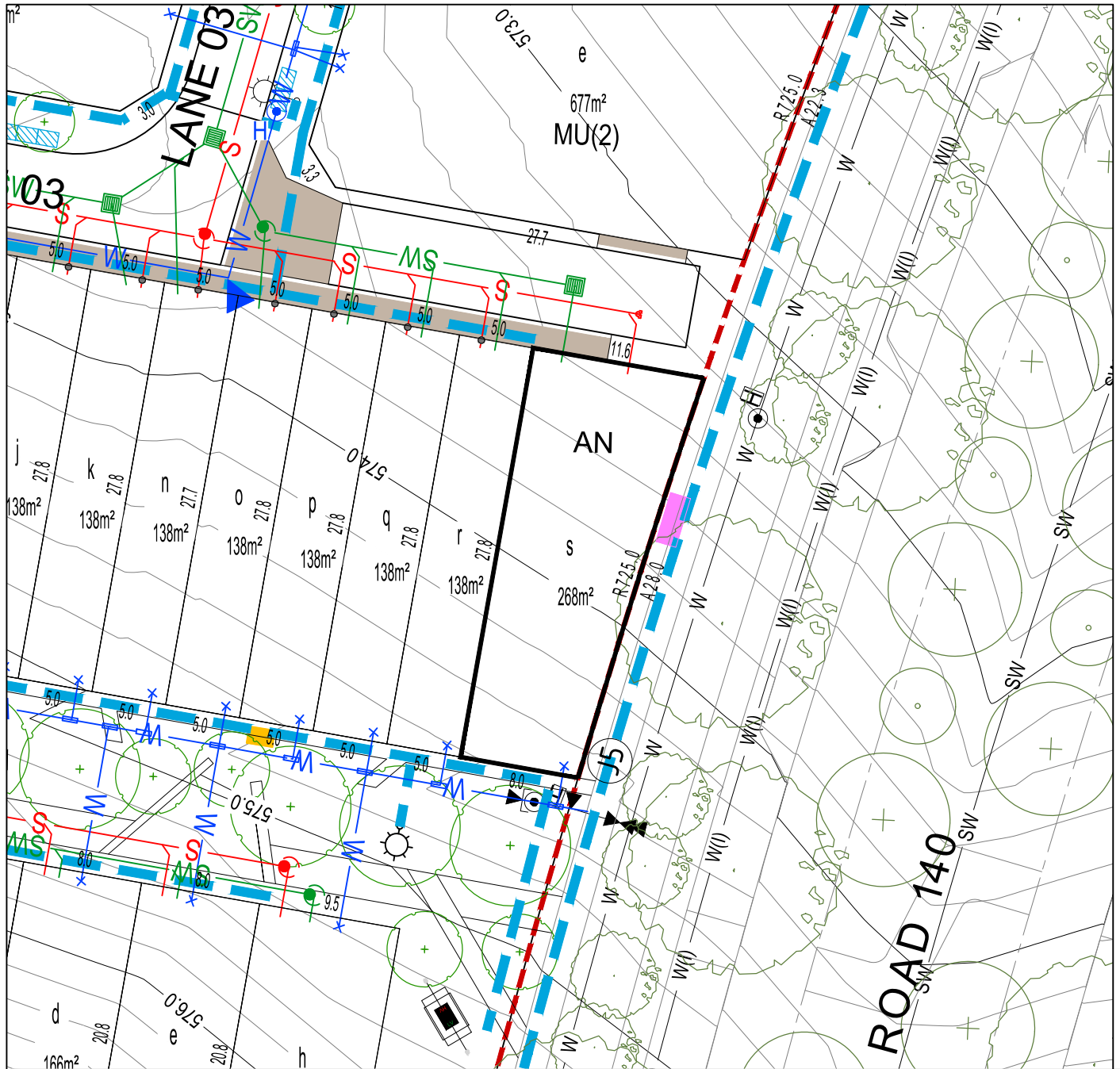
LEGEND

	LOT BOUNDARY		SEWER MAIN / MANHOLE / TIE		SERVICES TRENCH		WASTE COLLECTION POINT
	EASEMENT		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBNCo. PIT		SUBSTATION
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Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:400

ISSUE DATE: JUNE 2026

LEGEND

	LOT BOUNDARY		SEWER MAIN / MANHOLE / TIE		SERVICES TRENCH		WASTE COLLECTION POINT
	EASEMENT		STORMWATER MAIN / SUMP / MANHOLE / TIE		NBNCo. PIT		SUBSTATION
	CONTOUR 1.0m INTERVAL		WATER MAIN / STOP VALVE / HYDRANT / TIE		STREETLIGHT		STREET TREES
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	REINFORCED CONCRETE DRIVEWAY BY CIVIL CONTRACTOR				INDICATIVE SET BACK		
	STAGE BOUNDARY						

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Appendix B

The site plan illustrates a three-unit residential development. The layout is bounded by a STREET to the north and a LANE to the south. The development is divided into three units, each containing a block and a garage. The units are labeled as follows:

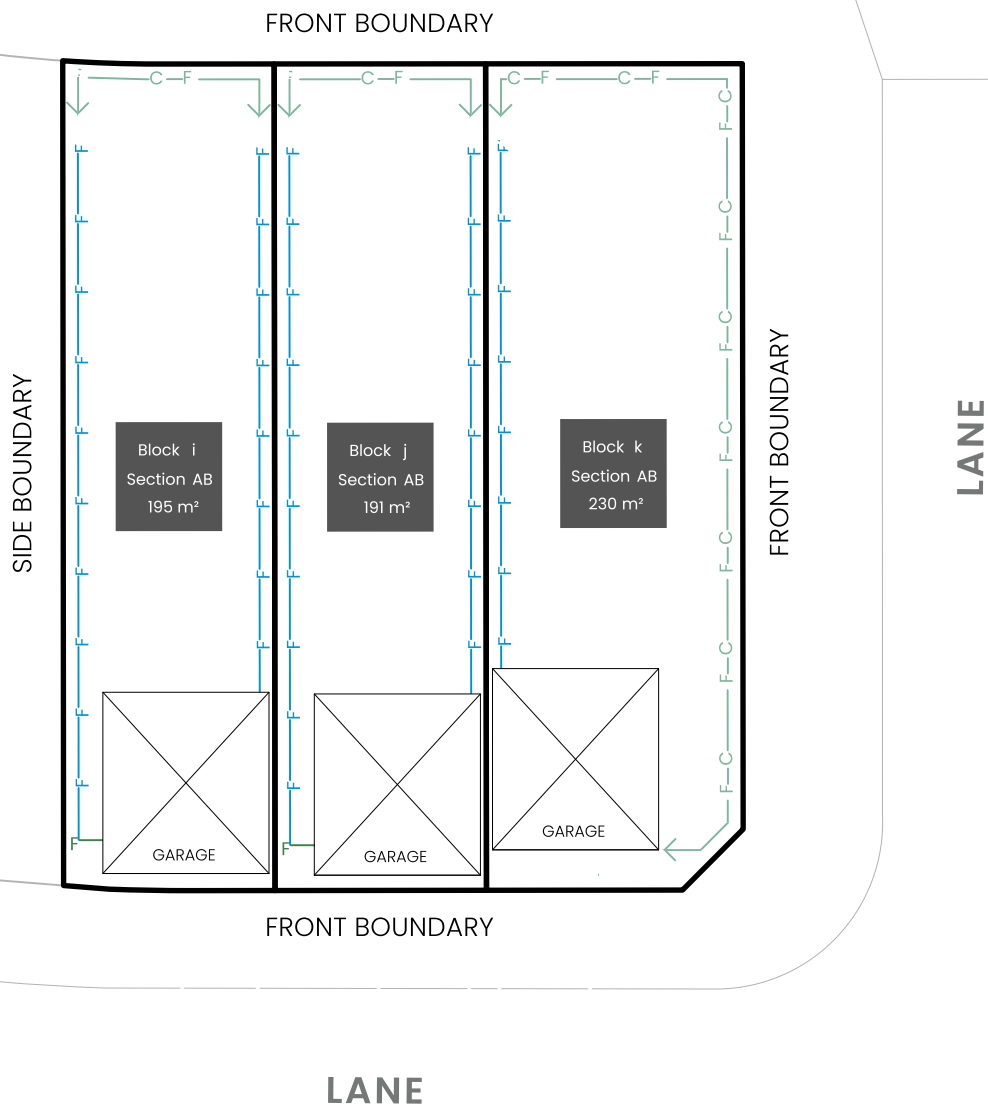
- Unit 1 (Left):** Block i, Section AB, 195 m². The garage is located at the bottom of the unit.
- Unit 2 (Middle):** Block j, Section AB, 191 m². The garage is located at the bottom of the unit.
- Unit 3 (Right):** Block k, Section AB, 230 m². The garage is located at the bottom of the unit.

The plan also shows the following boundaries and features:

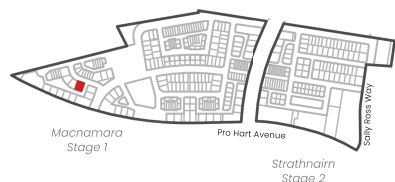
- Boundaries:** The development is bounded by a STREET to the north, a LANE to the south, and a SIDE BOUNDARY to the west. The front boundary is indicated by a dashed red line.
- Garages:** Each unit has a garage, represented by a rectangle with an 'X' inside. The garages are located at the bottom of each unit.
- Dimensions:** The plan includes various dimensions: 1.5, 3, 1, 0.5, and 5.0. These dimensions are used to specify the size of the blocks, garages, and the overall development.

Ginninderry 
BLOCK PLANNING CONTROLS
BUILDING & SITING CONTROLS PLAN

STREET



KEY MAP

 SITE LOCATION

LEGEND



Block Boundary



Garage Location

Boundary Type

As defined by Territory Plan Definitions



Mandatory Fencing Type F2:

Refer to the EDP Planning Controls Plans
Mandatory height: 1.8m
Minimum Boundary Length: 50%
Minimum setback from boundary: Nil



Street facing side gate/fence:

Minimum 1.0m behind the front building line
Maximum height 1.8m
Construction and Finish:
To be open form (min. 10mm gaps), either treated hardwood, powdercoated aluminium. Refer to Ginninderry Housing Design Requirements (Macnamara)



Inter-Allotment Fencing: side and rear boundaries

Maximum height 1.8m from NGL | Minimum setback 0m (100%)

Min 1.0m behind the front building line

Construction and Finish

Inter-allotment fencing to be max 1.8m high timber paling fencing or lapped and capped timber paling fencing. If Colorbond is used, the profile must be Neetascreeen or Miniscreen and in the approved colour as per Ginninderry Housing Design Requirements. Refer to Ginninderry Housing Design Requirements.

Return Boundary Fencing to Building Line or Side Fence



BLOCK INFORMATION

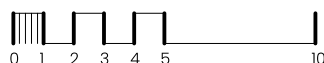
STAGE	2
ZONE	RZ4
SECTION	AB
BLOCK	i, j, k
CLASSIFICATION	Compact
HOUSING TYPE	Single Dwellings

REV	DRAWN	CHECKED	APPROVED	DATE
A	AM	JM	JM	03/06/26

DO NOT SCALE OFF DRAWINGS. DIMENSIONS ARE IN METRES.

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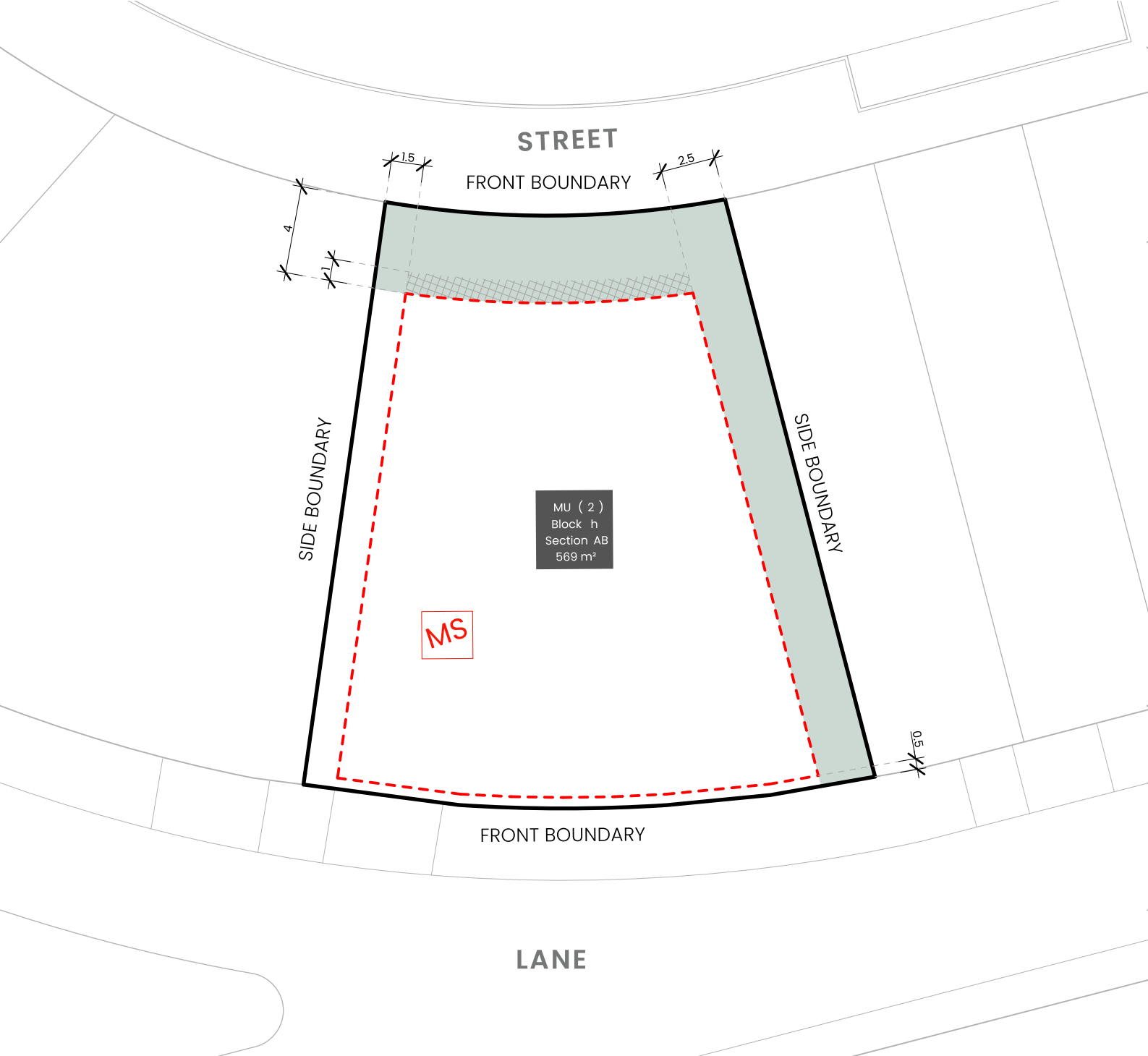
SCALE
1:250 @A4



Ginninderry

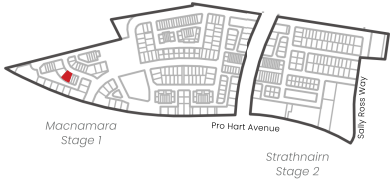
BLOCK PLANNING CONTROLS

FENCING CONTROLS PLAN



KEY MAP

 SITE LOCATION



LEGEND

 **Block Boundary**

 **Boundary Type**
As defined by Territory Plan Definitions

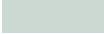
 **Blocks 500sqm < 550sqm**
Subject to mid size block provisions by EDP Planning Controls Plan

INDICATIVE BUILDING AREA

Note: Based on min. building setbacks. This does not take into account site coverage or building envelopes.

 **Indicative Articulation Zone**

 **Nominated Minimum Setback - All Floors**
(except for side setbacks to garages and carports)
Refer to EDP Planning Controls Plan

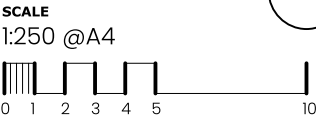
 **Indicative Planting Area**

BLOCK INFORMATION	
STAGE	2
ZONE	RZ4
SECTION	AB
BLOCK	h
CLASSIFICATION	Refer to Residential Zones Policy and Belconnen District Specifications
HOUSING TYPE	Multi Unit Site (2)

REV	DRAWN	CHECKED	APPROVED	DATE
A	AM	JM	JM	03/06/26

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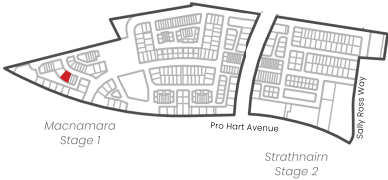
Ginninderry 

BLOCK PLANNING CONTROLS
BUILDING & SITING CONTROLS PLAN



KEY MAP

 SITE LOCATION



LEGEND



Block Boundary



Boundary Type

As defined by Territory Plan Definitions



Inter-Allotment Fencing: side and rear boundaries

Maximum height 1.8m from NGL. | Minimum setback 0m (100%)
Min 1.0m behind the front building line

Construction and Finish

Inter-allotment fencing to be max 1.8m high timber paling fencing or lapped and capped timber paling fencing. If Colorbond is used, the profile must be Neetascreeen or Miniscreen and in the approved colour as per Ginninderry Housing Design Requirements. Refer to Ginninderry Housing Design Requirements.

Return Boundary Fencing to Building Line or Side Fence



Mandatory Fencing Type F2:

Refer to the EDP Planning Controls Plans
Mandatory height: 1.8m
Minimum Boundary Length: 50%
Minimum setback from boundary: Nil

Construction and Finish

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

Courtyard wall must be a combination of solid and semi-transparent elements that are constructed of the following: masonry or stonework; dressed hardwood timber; or powder-coated aluminium.

Openings to be a minimum of 10mm.

Refer to Fencing Control Plan and Ginninderry Housing Design Requirements.

BLOCK INFORMATION

STAGE	2
ZONE	RZ4
SECTION	AB
BLOCK	h
CLASSIFICATION	Refer to Residential Zones Policy and Belconnen District Specifications
HOUSING TYPE	Multi Unit Site (2)

REV	DRAWN	CHECKED	APPROVED	DATE
A	AM	JM	JM	03/06/26

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SCALE
1:250 @A4




Ginninderry
BLOCK PLANNING CONTROLS
FENCING CONTROLS PLAN



KEY MAP

 SITE LOCATION



LEGEND



Block Boundary

BOUNDARY

Boundary Type

As defined by Territory Plan Definitions



Blocks 500sqm < 550sqm

Subject to mid size block provisions by EDP Planning Controls Plan

INDICATIVE BUILDING AREA

Note: Based on min. building setbacks. This does not take into account site coverage or building envelopes.



Indicative Articulation Zone



Nominated Minimum Setback - All Floors
(except for side setbacks to garages and carports)
Refer to EDP Planning Controls Plan



Indicative Planting Area

BLOCK INFORMATION

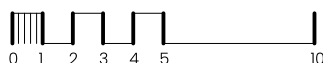
STAGE	2
ZONE	RZ4
SECTION	AB
BLOCK	g
CLASSIFICATION	Refer to Residential Zones Policy and Belconnen District Specifications
HOUSING TYPE	Multi Unit Site (2)

REV	DRAWN	CHECKED	APPROVED	DATE
A	AM	JM	JM	03/06/26

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SCALE
1:250 @A4



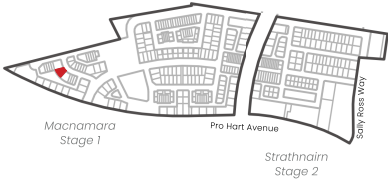
Ginninderry

BLOCK PLANNING CONTROLS
BUILDING & SITING CONTROLS PLAN



KEY MAP

 SITE LOCATION



LEGEND



Block Boundary



Boundary Type

As defined by Territory Plan Definitions



Inter-Allotment Fencing: side and rear boundaries

Maximum height 1.8m from NGL. | Minimum setback 0m (100%)
Min 1.0m behind the front building line

Construction and Finish

Inter-allotment fencing to be max 1.8m high timber paling fencing or lapped and capped timber paling fencing. If Colorbond is used, the profile must be Neetascreeen or Miniscreen and in the approved colour as per Ginninderry Housing Design Requirements. Refer to Ginninderry Housing Design Requirements.

Return Boundary Fencing to Building Line or Side Fence



Mandatory Fencing Type F2:

Refer to the EDP Planning Controls Plans
Mandatory height: 1.8m
Minimum Boundary Length: 50%
Minimum setback from boundary: Nil

Construction and Finish

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

Courtyard wall must be a combination of solid and semi-transparent elements that are constructed of the following: masonry or stonework; dressed hardwood timber; or powder-coated aluminium.

Openings to be a minimum of 10mm.

Refer to Fencing Control Plan and Ginninderry Housing Design Requirements.

BLOCK INFORMATION

STAGE	2
ZONE	RZ4
SECTION	AB
BLOCK	g
CLASSIFICATION	Refer to Residential Zones Policy and Belconnen District Specifications
HOUSING TYPE	Multi Unit Site (2)

REV	DRAWN	CHECKED	APPROVED	DATE
A	AM	JM	JM	03/06/26

DO NOT SCALE OFF DRAWINGS. DIMENSIONS ARE IN METRES.
INFORMATION ON THIS PLAN IS TO BE USED AS A GUIDE ONLY FOR THE DESIGN PROCESS. APPROVED EDP PLANNING CONTROLS NEED TO BE CHECKED AGAINST DISTRICT TECHNICAL SPECIFICATIONS UPSETS. PLANS TO BE READ IN CONJUNCTION WITH THE TERRITORY PLAN ALONG WITH BLOCK DISCLOSURE PLANS AND THE GINNINDERRY DESIGN REQUIREMENTS TO CONFIRM ALL CURRENT CONTROLS PERTAINING TO YOUR BLOCK.

SCALE
1:250 @A4




Ginninderry
BLOCK PLANNING CONTROLS
FENCING CONTROLS PLAN



KEY MAP

■ SITE LOCATION



LEGEND

- Block Boundary**
- Boundary Type**
As defined by Territory Plan Definitions
- Indicative Garage Location**
- Noise Affected Blocks**
Refer to EDP Planning Controls Plans
- Street Address**
Gate, street address and letterbox to be off lane (as indicated)
Refer to EDP Planning Controls Plan

MINIMUM BOUNDARY SETBACKS

- Indicative Articulation Zone**
- Nominated Minimum Setback - All Floors**
(except for side setbacks to garages and carports)
Refer to EDP Planning Controls Plan
- Indicative Planting Area**
- Indicative Principal Private Open Space Area**

BLOCK INFORMATION

STAGE	2
ZONE	RZ4
SECTION	AN
BLOCK	a,b,c,d,e,h
CLASSIFICATION	Compact
HOUSING TYPE	Single Dwellings

REV	DRAWN	CHECKED	APPROVED	DATE
A	AM	JM	JM	03/06/26

DO NOT SCALE OFF DRAWINGS. DIMENSIONS ARE IN METRES.

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

SCALE
1:350 @A4



Ginninderry

BLOCK PLANNING CONTROLS
BUILDING & SITING CONTROLS PLAN



KEY MAP

■ SITE LOCATION



LEGEND



Block Boundary



Garage Location



Boundary Type

As defined by Territory Plan Definitions



Inter-Allotment Fencing: side and rear boundaries

Maximum height 1.8m from NGL | Minimum setback 0m (100%)

Min 1.0m behind the front building line

Construction and Finish

Inter-allotment fencing to be max 1.8m high timber paling fencing or lapped and capped timber paling fencing. If Colorbond is used, the profile must be Neetascreeen or Miniscreen and in the approved colour as per Ginninderry Housing Design Requirements. Refer to Ginninderry Housing Design Requirements.



Return Boundary Fencing to Building Line or Side Fence



Mandatory Fencing Type F3:

Refer to the EDP Planning Controls Plans

Mandatory height: 1.5m

Minimum Boundary Length: 50%

Minimum setback from boundary: Nil



Mandatory Fencing Type F2:

Refer to the EDP Planning Controls Plans

Mandatory height: 1.8m

Minimum Boundary Length: 50%

Minimum setback from boundary: Nil



Street facing side gate/fence:

Minimum 1.0m behind the front building line

Maximum height 1.8m

Construction and Finish:

To be open form (min. 10mm gaps), either treated hardwood, powdercoated aluminium. Refer to Ginninderry Housing Design Requirements (Macnamara)

Construction and Finish

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

Courtyard wall must be a combination of solid and semi-transparent elements that are constructed of the following: masonry or stonework; dressed hardwood timber; or powder-coated aluminium.

Openings to be a minimum of 10mm.

Refer to Fencing Control Plan and Ginninderry Housing Design Requirements.

BLOCK INFORMATION

STAGE	2
ZONE	RZ4
SECTION	AN
BLOCK	a,b,c,d,e,h
CLASSIFICATION	Compact
HOUSING TYPE	Single Dwellings

REV	DRAWN	CHECKED	APPROVED	DATE
A	AM	JM	JM	03/06/26

DO NOT SCALE OFF DRAWINGS. DIMENSIONS ARE IN METRES.

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

SCALE
1:350 @A4





KEY MAP

■ SITE LOCATION



LEGEND



Block Boundary

BOUNDARY

Boundary Type

As defined by Territory Plan Definitions



Indicative Garage Location



Noise Affected Blocks

Refer to EDP Planning Controls Plans



Street Address

Gate, street address and letterbox to be off lane (as indicated)

Refer to EDP Planning Controls Plan



PPOS minimum dimensions 3mx4m



PPOS Requirements

- Minimum area 12m² with a minimum dimension 1.8m
- Mandatory requirement to be delivered at upper floor level

MINIMUM BOUNDARY SETBACKS



Indicative Articulation Zone



Nominated Minimum Setback - All Floors
(except for side setbacks to garages and carports)
Refer to EDP Planning Controls Plan



Indicative Planting Area



Indicative Principal Private Open Space Area

BLOCK INFORMATION

STAGE	2
ZONE	RZ4
SECTION	AN
BLOCK	l,g,i,j,k,n,o,p,q,r,s
CLASSIFICATION	Compact
HOUSING TYPE	Single Dwellings

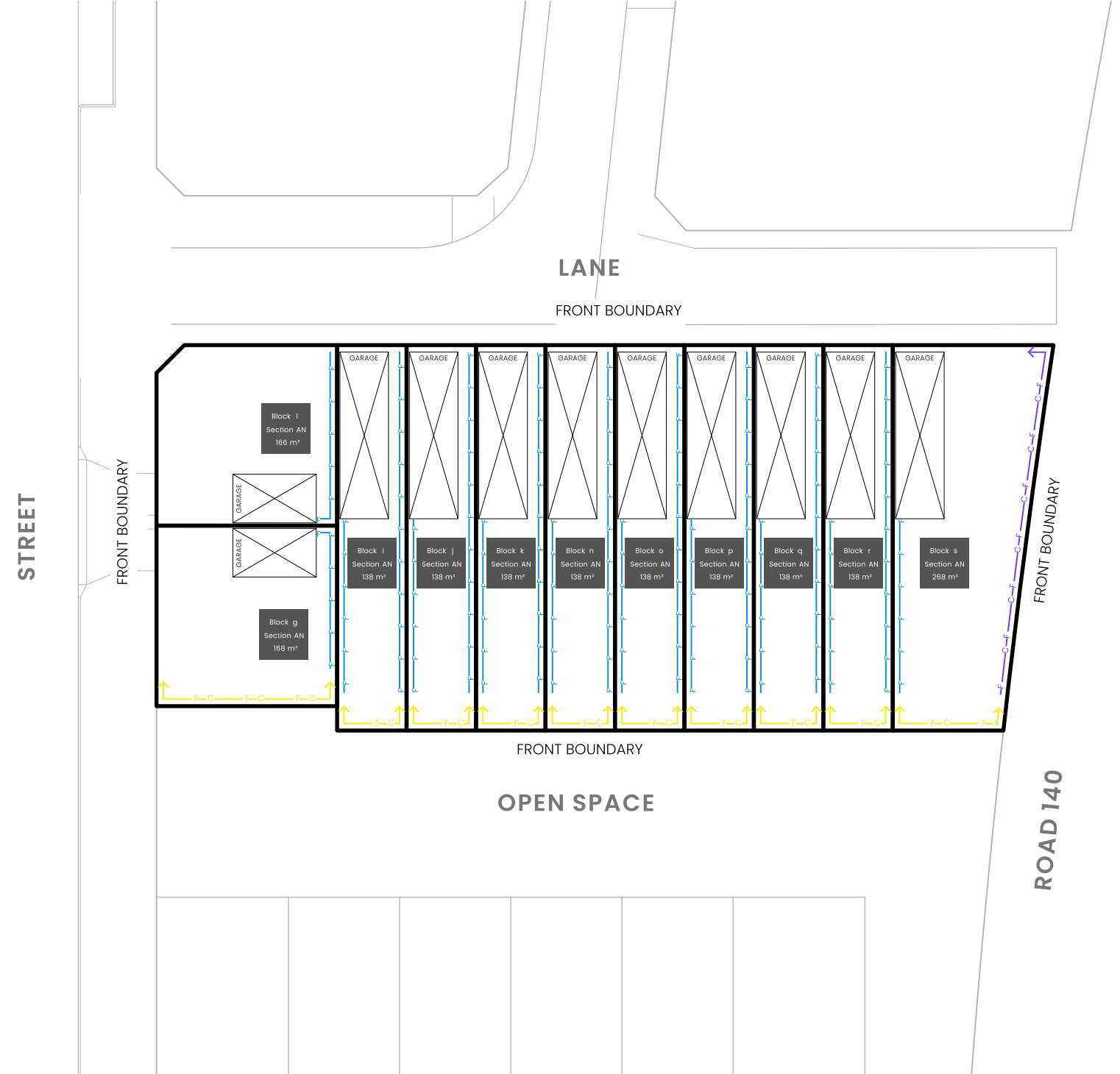
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B	AM	JM	JM	09/06/26

DO NOT SCALE OFF DRAWINGS. DIMENSIONS ARE IN METRES.

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

SCALE
1:400 @A4





KEY MAP

SITE LOCATION



LEGEND



Block Boundary



Garage Location



Boundary Type

As defined by Territory Plan Definitions



Inter-Allotment Fencing: side and rear boundaries

Maximum height 1.8m from NGL | Minimum setback 0m (100%)

Min 1.0m behind the front building line

Construction and Finish

Inter-allotment fencing to be max 1.8m high timber paling fencing or lapped and capped timber paling fencing. If Colorbond is used, the profile must be Neetascreen or Miniscreen and in the approved colour as per Ginninderry Housing Design Requirements. Refer to Ginninderry Housing Design Requirements.

Return Boundary Fencing to Building Line or Side Fence



Mandatory Fencing Type F3:

Refer to the EDP Planning Controls Plans
Mandatory height: 1.5m
Minimum Boundary Length: 50%
Minimum setback from boundary: Nil



Mandatory Fencing Type F1:

Refer to Planning (Exempt Development) SDHDC - Belconnen District Declaration
Mandatory height: 1.5m
Minimum Boundary Length: 100%
Minimum setback from boundary: 800mm

Construction and Finish

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

Courtyard wall must be a combination of solid and semi-transparent elements that are constructed of the following: masonry or stonework; dressed hardwood timber; or powder-coated aluminium.

Openings to be a minimum of 10mm.

Refer to Fencing Control Plan and Ginninderry Housing Design Requirements.

BLOCK INFORMATION

STAGE	2
ZONE	RZ4
SECTION	AN
BLOCK	l,g,i,j,k,n,o,p,q,r,s
CLASSIFICATION	Compact
HOUSING TYPE	Single Dwellings

REV	DRAWN	CHECKED	APPROVED	DATE
A	AM	JM	JM	03/06/26
B	AM	JM	JM	09/06/26

DO NOT SCALE OFF DRAWINGS. DIMENSIONS ARE IN METRES.

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

SCALE
1:400 @A4



Ginninderry

BLOCK PLANNING CONTROLS
BUILDING & SITING CONTROLS PLAN

Appendix C

Delegate name DALE BILLING

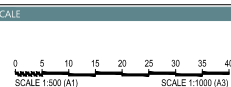
Date 28/7/2025

INDICATIVE FUTURE
DEVELOPMENT SUBJECT TO
TRANSMISSION LINE RELOCATION
FUTURE EDP SUBMISSION

FOR CONTINUATION REFER TO DRAWING No. 21-000393-E1.03.05 AND 21-000399-E1.03.06

PROJECT No.	DRAWING No.	EDP No.	REVISION
21-000393	E1.03.07	.	C

INITIAL	DES	DRN	CHK	APP	DATE		STATUS
	AS	SAT		9L	30/08/2021	AMENDMENT DETAILS	ESTATE DEVELOPMENT PLAN
A	JB	JB			20/09/2024	REUSE FOR FEN RESPONSE	APPROVED
B	SB	SAT			20/09/2024	FLOODS NORMALISED AND DETAILS UPDATED FOR AREA, DIMENSIONS AND OPEN SPACE DETAILS	BY: NO.
P	SNR	SN			27/07/2023	RDS-57676-388L	SIGN: DATE:



CLIENT **Ginninderry**  **redbox**
design group

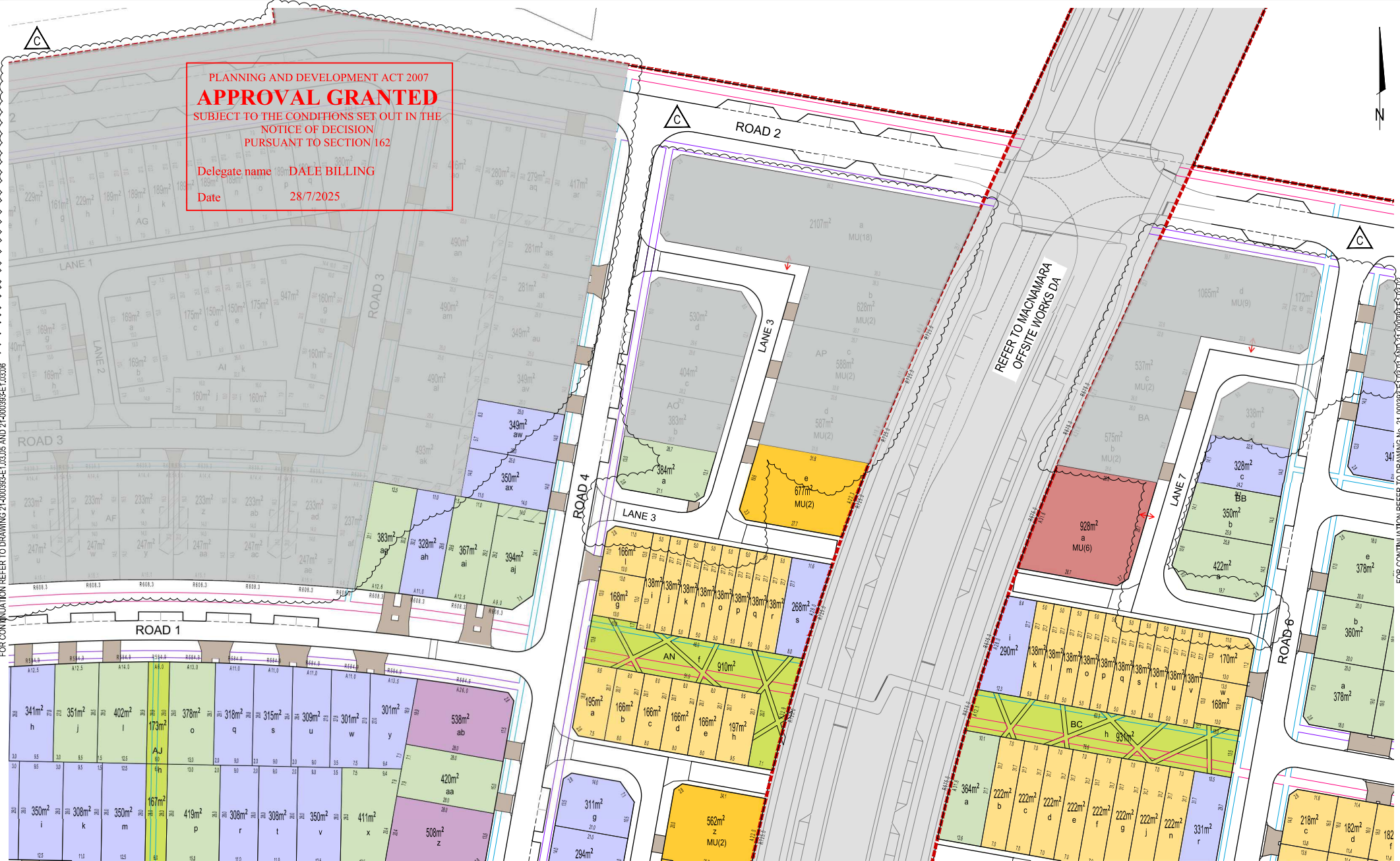
PROJECT	DRAWING TITLE			
MACNAMARA EDP 2	BLOCK DETAILS PLAN			
SHEET 7 OF 7				
PROJECT No.	DRAWING No.	EDP No.	REVISION	
21-000393	E1.03.07	.	C	

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
SUBJECT TO THE CONDITIONS SET OUT IN THE
NOTICE OF DECISION
PURSUANT TO SECTION 162

Delegate name DALE BILLING

Date 28/7/2025

FOR CONTINUATION REFER TO DRAWING 21-000393-E1.03.05 AND 21-000393-E1.03.06



FOR CONTINUATION REFER TO DRAWING No. 21-000393-E1.03.03

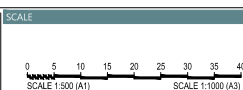
FOR CONTINUATION REFER TO DRAWING No. 21-000393-E1.03.01 AND 21-000393-E1.03.02

NOTES

1. REFER TO DRAWING 21-000393-E1.03.01 FOR BLOCK SUMMARY TABLE AND LEGEND.

INITIAL	DES	DRN	CHK	APP	DATE	AMENDMENT DETAILS
	JS	SKT			24/08/2023	
A	JS	JS			26/09/2024	BLK FOR FVIR RESPONSE
B	HH	SKT			20/10/2024	BLOCKS NORMALISED AND DETAILS UPDATED FOR AREA, DIMENSIONS AND OPEN SPACE DETAILS
C	AWK	NN			27/02/2025	BLK FOR FVIR

STATUS	ESTATE DEVELOPMENT PLAN
APPROVED	
BY:	NO:
SIGN:	DATE:



CLIENT	Ginninderry redbox design group
WAE No	

PROJECT	MACNAMARA EDP 2
---------	-----------------

DRAWING TITLE	BLOCK DETAILS PLAN
SHEET 4 OF 7	
PROJECT No.	21-000393
DRAWING No.	E1.03.04
EDP No.	
REVISION	C

Appendix D

Appendix E

Landscape Concept Planting Palette

Edible Plants

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

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

Small Trees



Malus domestica



Malus domestica – fruit



Prunus cerasifera



Prunus persica



Prunus salicina - fruit

Large Shrubs



Citrus limon



Feijoa sellowiana



Microcitrus australasica

Groundcovers



Fragaria ananassa

Small Shrubs



Rosemarinus officinalis



Vaccinium corymbosum



Citrus japonica

Landscape Concept Planting Palette

Native Plants

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

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

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

Large Shrubs (Hedging)



Banksia marginata



Banksia spinulosa



Callistemon 'Balls of Fire'



Callistemon 'Kings Park'



Callistemon 'Red Alert'



Grevillea 'Poorinda Peter'



Grevillea 'Poorinda Queen'

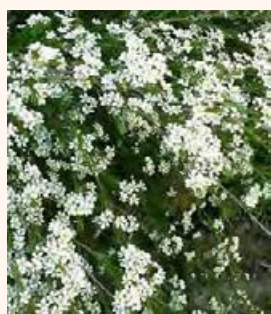


Grevillea 'Red Hooks'

Small Shrubs



Angiozanthus 'Bush Gem'



Baeckea linifolia



Grevillea confertifolia



Grevillea lanigerav

Small Shrubs (Hedging to Frontage)



Callistemon viminalis



Philotheca myoproides



Grevillea baueri



Westringia 'Grey Box'

Groundcover/Climbers



Acacia cognata 'Limelight'



Astartea fascicularis



Banksia 'Birthday Candles'



Brachyscome multifida



Convolvulus cneorum



Grevillea 'Bronze Rambler'



Hardenbergia violacea



Myoporum parvifolium



Rhagodia spinescens



Viola hederacea

Grasses



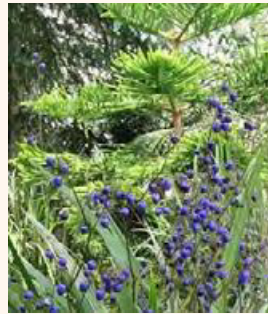
Camellia sasanqua



Cupressus sp.



Michelia figo



Thuja sp.



Viburnum tinus



Lomandra 'Tanika'



Poa labillardieri



Themeda triandra

Landscape Concept Planting Palette

Exotic Plants

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

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

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

Grasses



Liriope 'Evergreen Giant'



Ophiopogon 'Nigrescens'

Small Trees/ Large Shrubs



Acer buergerianum



Acer japonicum



Citrus x limon



Cordyline australis



Cornus capitata



Diospyros kaki



Koelreuteria paniculata



Lagerstroemia indica



Magnolia grandiflora



Magnolia soulangeana



Magnolia stellata



Prunus cerasifera 'Pissardii'



Prunus cerasifera 'Spire'



Pteris calleryana

Large Shrubs (Hedging)



Camellia sasanqua



Cupressus sp.



Michelia figo



Thuja sp.

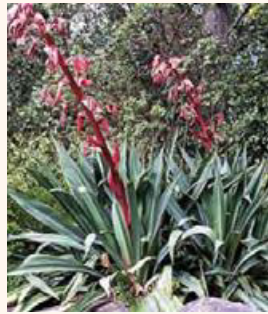


Viburnum tinus

Small Shrubs



Camellia sasanqua



Cupressus sp.



Michelia figo

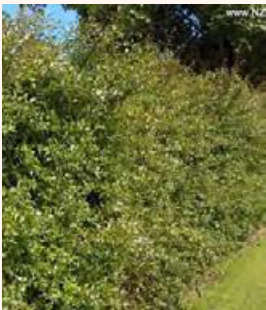


Thuja sp.



Viburnum tinus

Small Shrubs (Hedging to Frontage)



Abelia grandiflora



Buxus sempervirens



Choisya ternata



Gardenia augusta

Groundcover/Climbers



Ajuga reptans



Coprosma x 'Kirkii'



Hedera canariensis



Hypericum calycinum



Rosmarinus lavandulaceus



Trachelospermum sp.



Vitis amurensis

Pest Plant List

Not for use at Ginninderry

Botanical Name	Common Name	Reason
<i>Acacia baileyana</i>	Cootamundra Wattle	Pest Plants and Animals (Pest Plants) Declaration 2005
<i>Acer negundo</i>	Box Elder	Highly invasive plant species detrimental to native conservation areas
<i>Ailanthus altissima</i>	Tree of Heaven	Declared pest plant of the ACT
<i>Alnus glutinosa</i>	Black Alder	Declared pest plant of the ACT
<i>Alternanthera philoxeroides</i>	Alligator Weed	Declared pest plant of the ACT
<i>Andropogon gayanus</i>	Gamba Grass	Declared pest plant of the ACT
<i>Annona glabra</i>	Pond Apple	Declared pest plant of the ACT
<i>Anredera cordifolia</i>	Madeira Vine	Declared pest plant of the ACT
<i>Araujia sericifera</i>	Moth Plant	Highly invasive plant species detrimental to native conservation areas
<i>Asparagus aethiopicus</i>	Ground Asparagus Fern	Declared pest plant of the ACT
<i>Asparagus africanus</i>	Climbing Asparagus Fern	Declared pest plant of the ACT
<i>Asparagus asparagoides</i>	Bridal Creeper	Declared pest plant of the ACT
<i>Asparagus asparagoides</i> Western Cape Form	Bridal Creeper – Western Cape Form	Declared pest plant of the ACT
<i>Asparagus declinatus</i>	Bridal Veil	Declared pest plant of the ACT
<i>Asparagus plumosa</i>	Climbing Asparagus Fern	Declared pest plant of the ACT
<i>Asparagus scandens</i>	Asparagus Fern	Declared pest plant of the ACT
<i>Asphodelus fistulosus</i>	Onion Weed	Highly invasive plant species detrimental to native conservation areas
<i>Austrocylindropuntia</i> (ALL species)	Coral Cacti	Declared pest plant of the ACT
<i>Cabomba caroliniana</i>	Cabomba (aquatic)	Declared pest plant of the ACT
<i>Carduus nutans</i>	Nodding Thistle	Declared pest plant of the ACT
<i>Carduus pycnocephalus</i>	Slender Thistle	Declared pest plant of the ACT
<i>Carduus tenuiflorus</i>	Slender Thistle	Declared pest plant of the ACT
<i>Carthamus lanatus</i>	Saffron Thistle	Declared pest plant of the ACT
<i>Celtis australis</i>	Nettle Tree	Declared pest plant of the ACT

Botanical Name	Common Name	Reason
<i>Centaurea maculosa</i>	Spotted Knapweed	Declared pest plant of the ACT
<i>Chrysanthemoides monilifera</i>	Bitou Bush / Boneseed	Declared pest plant of the ACT
<i>Cortaderia jubata</i>	Pampas Grass	Declared pest plant of the ACT
<i>Cortaderia selloana</i>	Pampas Grass	Declared pest plant of the ACT
<i>Cotoneaster franchettii</i>	Cotoneaster	Declared pest plant of the ACT
<i>Cotoneaster glaucophyllus</i>	Cotoneaster	Declared pest plant of the ACT
<i>Cotoneaster pannosus</i>	Cotoneaster	Declared pest plant of the ACT
<i>Cotoneaster salicifolius</i>	Willow-leaf Cotoneaster	Declared pest plant of the ACT
<i>Cotoneaster simonsii</i>	Cotoneaster	Declared pest plant of the ACT
<i>Crataegus monogyna</i>	Hawthorn	Declared pest plant of the ACT
<i>Cryptostegia grandiflora</i>	Rubber Vine	Declared pest plant of the ACT
<i>Cylindropuntia</i> (ALL species)	Pear Cacti	Declared pest plant of the ACT
<i>Cytisus</i> (ALL species)	Broom species	Declared pest plant of the ACT
<i>Echium plantagineum</i>	Paterson's Curse	Declared pest plant of the ACT
<i>Echium vulgare</i>	Viper's Bugloss	Declared pest plant of the ACT
<i>Eichornia crassipes</i>	Water Hyacinth	Declared pest plant of the ACT
<i>Elodea candensis</i>	Elodea (aquatic plant)	Declared pest plant of the ACT
<i>Equisetum</i> species	Horsetail	Declared pest plant of the ACT
<i>Eragrostis curvula</i>	African Love Grass	Declared pest plant of the ACT
<i>Erica lusitanica</i>	Spanish Heath	Pest Plants and Animals (Pest Plants) Declaration 2005
<i>Gazania rigens</i>	Gazania	Highly invasive plant species detrimental to native conservation areas
<i>Genista</i> (ALL species)	Broom species	Declared pest plant of the ACT
<i>Gymnocoronis spilanthoides</i>	Senegal Tea Plant	Declared pest plant of the ACT
<i>Hedera helix</i>	English Ivy	Declared pest plant of the ACT
<i>Hieracium aurantiacum</i>	Orange Hawkweed	Declared pest plant of the ACT
<i>Hieracium pilosella</i>	Mouse-ear Hawkweed	Declared pest plant of the ACT
<i>Hymenachne amplexicaulis</i>	Hymenachne	Declared pest plant of the ACT
<i>Hypericum perforatum</i>	St John's Wort	Declared pest plant of the ACT
<i>Ipomoea purpurea</i>	Morning Glory	Highly invasive plant species detrimental to native conservation areas
<i>Iris pseudacorus</i>	Yellow Flag Iris (aquatic plant)	Declared pest plant of the ACT
<i>Jatropha gossypifolia</i>	Bellyache Bush	Declared pest plant of the ACT
<i>Kochia scoparia</i>	Kochia	Declared pest plant of the ACT
<i>Lagarosiphon major</i>	Lagarosiphon	Declared pest plant of the ACT
<i>Lantana camara</i>	Lantana	Declared pest plant of the ACT

Botanical Name	Common Name	Reason
<i>Leucanthemum vulgare</i>	Ox-eye Daisy	Highly invasive plant species detrimental to native conservation areas. Pest plant of NSW.
<i>Ligustrum lucidum</i>	Broad-leaf privet	Declared pest plant of the ACT
<i>Ligustrum sinense</i>	Narrow-leaf privet	Declared pest plant of the ACT
<i>Limnolobos laevigatum</i>	Frogbit (aquatic)	Declared pest plant of the ACT
<i>Lonicera japonica</i>	Japanese Honeysuckle	Declared pest plant of the ACT
<i>Lycium ferocissimum</i>	African Boxthorn	Declared pest plant of the ACT
<i>Macfadyena unguis-cati</i>	Cat's Claw Creeper	Declared pest plant of the ACT
<i>Mimosa pigra</i>	Mimosa	Declared pest plant of the ACT
<i>Miscanthus sinensis</i> (ALL varieties)	Chinese Fairy Grass	Declared pest plant of the ACT
<i>Myriophyllum aquaticum</i>	Parrot's Feather	Declared pest plant of the ACT
<i>Nassella tenuissima</i>	Mexican Feather Grass	Declared pest plant of the ACT
<i>Nassella charruana</i>	Lobed Needlegrass	Declared pest plant of the ACT
<i>Nassella neesiana</i>	Chilean Needle Grass	Declared pest plant of the ACT
<i>Nassella trichotoma</i>	Serrated Tussock	Declared pest plant of the ACT
<i>Olea oleaster</i>	Wild Olive	Highly invasive plant species detrimental to native conservation areas
<i>Onopordum acanthium</i>	Scotch Thistle	Declared pest plant of the ACT
<i>Onopordum illyricum</i>	Illyrian Thistle	Declared pest plant of the ACT
<i>Opuntia</i> (ALL species) (excludes <i>O. ficus-indica</i>)	Prickly Pears	Declared pest plant of the ACT
<i>Parkinsonia aculeata</i>	Parkinsonia	Declared pest plant of the ACT
<i>Parthenium hysterophorus</i>	Parthenium Weed	Declared pest plant of the ACT
<i>Pennisetum setaceum</i>	African Fountain Grass	Declared pest plant of the ACT
<i>Phyllostachys aurea</i>	Yellow Bamboo	Declared pest plant of the ACT
<i>Pinus radiata</i>	Radiata Pine	Declared pest plant of the ACT
<i>Pistia stratiotes</i>	Water Lettuce	Declared pest plant of the ACT
<i>Populus alba</i>	White Poplar	Declared pest plant of the ACT
<i>Populus nigra</i> 'Italica'	Lombardy Poplar	Declared pest plant of the ACT
<i>Prosopis</i> spp.	Mesquite	Declared pest plant of the ACT
<i>Pyracantha angustifolia</i>	Firethorn	Declared pest plant of the ACT
<i>Pyracantha coccinea</i>	Scarlet Firethorn	Declared pest plant of the ACT
<i>Pyracantha fortuneana</i>	Firethorn	Declared pest plant of the ACT
<i>Pyrus calleryana</i>	Ornamental Pear	Emerging pest plant in the ACT
<i>Robinia pseudoacacia</i>	False Acacia	Declared pest plant of the ACT
<i>Rosa rubiginosa</i>	Sweet Briar, Briar Rose	Declared pest plant of the ACT

Botanical Name	Common Name	Reason
Rubus fruticosus (aggregate) All species except for the permitted cultivars: R. armeniacus and R. ulmifolius species hybrid R. armeniacus species hybrid R. ursinus and R. armeniacus species hybrid	All Blackberry except for the permitted cultivars: Black Satin, Chester Thornless, Dirksen Loch Ne and Chehale.	Declared pest plant of the ACT
Sagittaria platyphylla	Sagittaria	Declared pest plant of the ACT
Salix ALL species of willow, except for the permitted species: Salix babylonica S. babylonica S. caladendron S. reichardtii	All Willows except for the permitted species: Weeping Willow Weeping Willow Pussy Willow Sterile Pussy Willow	Declared pest plant of the ACT
Salvinia molesta	Salvinia	Declared pest plant of the ACT
Senecio madagascariensis	Fireweed	Declared pest plant of the ACT
Solanum elaeagnifolium	Silverleaf Nightshade	Declared pest plant of the ACT
Solanum sisymbriifolium	Sticky Nightshade	Highly invasive plant species detrimental to native conservation areas
Sorbus sp.	Service Tree, Rowan	Declared pest plant of the ACT
Spartium junceum	Spanish Broom	Declared pest plant of the ACT
Tamarix aphylla	Athel Pine	Declared pest plant of the ACT
Toxicodendron succedaneum	Rhus Tree	Declared pest plant of the ACT
Tradescantia spp.	Wandering Jew, Purple Heart	Highly invasive plant species detrimental to native conservation areas
Ulex europaeus	Gorse	Declared pest plant of the ACT
Vinca major	Periwinkle	Declared pest plant of the ACT
Xanthium occidentale	Noogoora Burr	Declared pest plant of the ACT
Xanthium spinosum	Bathurst Burr	Declared pest plant of the ACT
Zantedeschia aethiopica	Arum Lily	Highly invasive plant species detrimental to native conservation areas
Landscaping Plant Species		
Agapanthus species	Agapanthus	Multiple varieties where the seed is easily distributed and forms dense monocultures in conservation areas
Nandina domestica	Sacred Bamboo	Berries toxic to birds, seed easily distributed into the conservation zone
Photinia species	Photinia	Seed easily distributed into conservation zone
Wisteria sinensis	Chinese Wisteria	Spread by seed, particularly along established waterways



Housing Development Requirements Application Form

Design Application Form

Please fill in and submit to designs@ginninderry.com

(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. Planting / Fencing Plan @ 1:200

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

8. External Colours and Finishes Schedule

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

9. NatHERS EER Certificate

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

10. Sustainability Schedule

Minimum Documentation Requirements

The following minimum documentation is required for the first Design Review submission:

- **Design Application Form** - listing purchaser, designer and builder contact details.
- **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
- **Floor Plans – 1:100**
 - Fully dimensioned floor plan for each level
 - Show all room names
 - All internal walls / doors
 - Finished levels
 - Area schedule
- **Elevations – 1:100**
 - North/South/East/West
 - Natural Ground Level & Finished Ground Level
 - Finished Floor & Ceiling Levels
 - Roof Pitch
 - Eave/Awning/Sunhood Dimensions
 - Extent of cut/fill and all retaining walls (required where level change is more than 0.5m)
- **Sections – 1:100 – minimum two**
 - Section A-A
 - Section B-B
 - Natural Ground Level & Finished Ground Level
 - All structure/internals walls
 - Extent of cut/fill and all retaining walls (required where level change is more than 0.5m)
- **Roof Plan – 1:100**
 - Roof Pitches
 - Eaves Depths
 - Solar Panel Size and Location
 - Roof Material and Colour
- **Fencing Plan – 1:200**
 - All side and rear fencing – location, colour and material
 - All front courtyard fencing – location, colour and material
 - Mailbox – location, colour and material
 - Retaining walls – location, colour and material
 - Area schedule of soft planting zone / canopy cover / paved or non-permeable areas
- **Sediment & Erosion Control Plan – 1:200**

Following your first Design Review and after addressing all comments and requirements, the full design submission for Ginninderry Design Approval must include all items listed above in addition to the below listed items:

External Colours & Finishes Schedule

- All facades must identify all materials and colours
- Must be consistent with Ginninderry External Colours & Finishes Schedule (also required).

☐ **NatHERs Certificate**

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

☐ **Sustainability Schedule**

- Completed form, all fields are required.

Sustainability Schedule

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

[illegible]

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

EER/COP Min: >3/>3.5 SPL Heat/Cool: <57/<57 at 1.0m Temp range: -10°C to 43°C		RCAC Other, please specify	
		Must be connected to a toilet, laundry cold water and external taps	
<250m2: n/a 251<350m2: 2,000Lt 351<599m2: 4,000Lt 600<800m2: 8,000Lt >801 m2: 10,000Lt			

Water Fixtures note:

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

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

Water Fixtures: (Includes all sink mixers, bath mixers, shower heads, toilet suites)

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



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

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ACT
Government

Suburban Land
Agency



RIVERVIEW
GROUP

Ginninderry*

ANNEXURE H – CLEARANCE CERTIFICATE

SPECIMEN



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

Our reference: 2410894950853
Phone: 13 28 66

15 January 2024

Your foreign resident capital gains withholding clearance certificate

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

Hello

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

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**.