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

ACT Government | Suburban Land Agency

DATE OF THIS CONTRACT					
LEASE DETAILS					
LAND		Block	Section	Division/District	
		See Block Summary Table		**Macnamara**	
STAGE		**See Block Summary Table**			
OCCUPANCY		Vacant Possession			
CO-OWNERSHIP	Mark one *See clause 17*	☐ Tenants in common (*Show shares*)		☐ Joint Tenants	
SELLER DETAILS					
SELLER	Full name ACN/ABN Address	**Suburban Land Agency** 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 WITHOLDING TAX	*See clause 43*	New Residential Premises?		☒ No	☐ Yes
		Subdivision of potential residential land?		☐ No	☒ Yes
		Buyer required to make a withholding payment?		☐ No	☒ Yes
FOREIGN RESIDENTIAL WITHOLDING TAX	*See clause 42*	Clearance certificate attached?		☐ No	☒ Yes
PRICE	Price Less Deposit Balance	**See Block Summary Table**	(The Price is GST inclusive) (10% of Price)		
COMPLIANCE BOND	*See clause 5*	**$20,000**			

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

ANNEXURES			
STANDARD ANNEXURES	Documents annexed to this Contract	Annexure A – Staging Plan Annexure B – Block Fill Plan Annexure C – Block Details Plan Annexure D – Specimen Lease Annexure E – Special Conditions Annexure F – Director's Guarantee Annexure G – 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:	

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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):			

SPECIMEN

BLOCK SUMMARY TABLE

STAGE	SECTION	BLOCK	%	PRICE APPORTIONMENT PER BLOCK	DEPOSIT (10%)	BALANCE
EDP2 Stage 2			%	$	$	$
EDP2 Stage 2			%	$	$	$
	TOTAL		**100%**	**$**	**$**	**$**

SPECIMEN

1 GRANT OF THE LEASE

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

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.

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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

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(b) the provider of the Deposit Bond or Bank Guarantee is placed under external administration of any nature before Completion and the Buyer has not provided a replacement Deposit Bond or Bank Guarantee to the same value and on the same terms and conditions from a solvent party within 5 Working Days of the provider being placed in such external administration.

3.7 If the Buyer is in default under clause 3.6 it will be deemed to be a failure by the Buyer to pay the First Instalment of the Deposit under clause 2.3, and immediately, and without the notice necessary under clause 26, clause 27 applies.

4 DATE FOR COMPLETION

4.1 Completion must take place in Canberra on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

4.2 Subject to clause 4.3, the Date for Completion of this Contract will be 30 Working Days from the date the Seller serves the Lease on the Buyer, in accordance with clause 35 as if it were a notice.

4.3 The Seller and the Buyer acknowledge and agree that the Date for Completion:

(a) cannot be a date before the date that the Seller satisfies the conditions of clause 6.3; and

(b) may be a date that is before the earlier date in the Estimated Date Range for Works.

4.4 The Seller shall not be liable to the Buyer for any damage or loss caused to the Land from the period commencing 10 Working Days before the Date for Completion and continuing after Completion, including depositing of building waste and materials, except where caused by the deliberate action or omission of the Seller, its employees, agents or contractors.

5 COMPLIANCE BOND

5.1 The Buyer must provide to the Development Manager at Completion the Compliance Bond as security for the performance of the Buyer's obligations in respect of clauses 8, 11 and 40 of this Contract following Completion.

5.2 The Development Manager will not be required to hold the Compliance Bond in a trust account or act as a fiduciary in relation to the Compliance Bond.

5.3 The Buyer must notify the Development Manager when it considers it has reached Dwelling Completion and the Development Manager must inspect the Land within 10 Working Days of such notice.

5.4 If the Development Manager does not believe that Dwelling Completion has been achieved, it must notify the Buyer in writing of this identifying its reasons. The Development Manager will be entitled to charge an additional inspection fee of $550 (GST inclusive) for each time that the Development Manager, following notification by the Buyer under clause 5.3, notifies the Buyer that Dwelling Completion has not been achieved.

5.5 Subject to clause 5.6(b) if, following its inspection under clause 5.3, the Development Manager believes Dwelling Completion was achieved within 2 years of Completion, then it must pay to the Buyer, or if agreed to by the Development Manager a person nominated by the Buyer, the Compliance Bond (less any amounts which under the terms of this Contract or the Housing Design Requirements are owing to the Seller or the Development Manager, or which the Seller or Development Manager may deduct from the Compliance Bond) within 20 Working Days of the inspection.

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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.

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

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

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

7 SIGNING OF LEASE

7.1 The Buyer must, no later than 20 Working Days from the date the Seller serves the Lease on the Buyer:

(a) sign the Lease; and

(b) return to the Seller's Solicitor the signed original Lease.

7.2 The Buyer undertakes to register the Lease following Completion.

8 HOUSING DESIGN REQUIREMENTS

8.1 The Buyer must comply with the Housing Design Requirements and the Plans in respect of any dwelling to be constructed on the Land.

8.2 If there is any variation to the Housing Design Requirements prior to Completion, the Seller may notify the Buyer and provide:

(a) a copy of, or website link to, the final form of the amended document; or

(b) the variations,

to the Buyer prior to Completion.

8.3 In the event that a change is made to the Plans or Housing Design Requirements from the version that that are current as at the Date of this Contract which causes the Buyer a verifiable loss in excess of 5% of the Price, the Buyer may within 10 Working Days of being notified of the amended Plans or Housing Development Requirements rescind this Contract and clause 29 will apply.

8.4 No building or improvements are to be erected or altered on the Land without the written endorsement of the Development Manager. This obligation ceases to apply to the Land on Dwelling Completion.

8.5 The Development Manager must not unreasonably withhold its endorsement to the erection or alteration of any building or improvement where they are in accordance with the Housing Design Requirements and the approval or consent of all relevant authorities.

8.6 The Buyer must obtain from the relevant authorities all approvals necessary to erect any buildings or improvements on the Land and in accordance with the Housing Design Requirements.

8.7 The Buyer acknowledges that the Land is not ready and, subject to clause 23, is unavailable for inspection.

8.8 Subject to clause 8.3, the Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 25 of this Contract in respect of any matter set out in the Housing Design Requirements.

8.9 In the event that there is an inconsistency between:

(a) the Housing Design Requirements and the Deposited Plan, the Deposited Plan prevails; or

(b) the Housing Design Requirements and the Territory Plan, the Territory Plan prevails.

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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 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 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.

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11.3 The Buyer must pay regard to and not damage or affect any footpath located on the Land.

11.4 All driveway 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 crossovers.

11.6 The Buyer must lay turf or plant and establish grass seed to a coverage level equivalent to turfing, 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 besides grass/turf is not permitted on the verge areas.

12 FRONT LANDSCAPING

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

12.2 On or before Dwelling Completion, the Buyer must select a Front Landscaping garden design in accordance with the Housing Design Requirements and complete, sign and provide to the Seller the Front Landscaping Application Form.

12.3 Within approximately 3 months of Dwelling Completion, having regard to the Front Landscaping garden design selected and weather conditions, the Seller will commence the Front Landscaping.

12.4 The Buyer agrees to provide, or to procure its successor to provide, the Seller or the Development Manager or their nominated contractor with access to the Land at all times reasonably required by the Seller or the Development Manager or their nominated contractor for the sole purpose of providing the Front Landscaping.

12.5 The Buyer releases the Seller and the Development Manager from any liability, cause of action or other claim in relation to the Front Landscaping except to the extent caused by the negligent or deliberate act or omission of the Seller or the Development Manager or their agents. For clarity, this release does not extend to the Seller's nominated contractor.

13 PROPERTY ACT

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

14 NON-CONFORMING TRANSFERS NOT TO BE USED

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

15 ENTIRE AGREEMENT

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

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16 NO RELIANCE

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

17 CO-OWNERSHIP

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

18 NON-MERGER

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

19 BUYER RELIES ON OWN ENQUIRIES

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

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

(a) a Utility Service for the Land being a joint service or passing through another property, or any Utility Service for another property passing through the Land;

(b) a promise, representation or statement about this Contract, the Land or the Lease, not made in this Contract;

(c) the size of any service ties for the supply of water on or to the Land;

(d) any matter contained in the Block Fill Plan or the existence of regrading, fill, or other disability of or upon the Land, whether caused by the Commonwealth of Australia, the Seller, previous occupants of the Land or otherwise;

(e) any soil classification in relation to the Land; and

(f) anything disclosed in this Contract (except an Affecting Interest).

19.3 The Buyer acknowledges, understands and accepts that the existence of regarding, fill or other disability of or upon the Land may result in work for the construction of any building on the Land to be more extensive and expensive than it may otherwise have been in the absence of such regarding, fill, contamination of any substance or other disability.

19.4 The Buyer acknowledges that it relies on its own enquiries in relation to the Land and warrants that in entering into this Contract the Buyer:

(a) has not relied on any express or implied statement, warranty or representation whether oral, written or otherwise made by or on behalf of the Seller to the Buyer in connection with the Land other than as set out in this Contract;

(b) has not relied on any documentation made available by or on behalf of the Seller to the Buyer in relation to the Land other than documentation forming part of this Contract; and

(c) is satisfied as to the nature, quality and condition of the Land and the purposes for which the Land may be used.

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19.5 The Seller makes no warranty as to the accuracy or completeness of any document made available by or on behalf of the Seller to the Buyer in connection with the Land other than documentation forming part of this Contract.

20 SELLER WARRANTIES

20.1 The Seller warrants that at the Date of this Contract the Seller:

(a) will be able to complete at Completion;

(b) has no knowledge of any unsatisfied judgment, order or writ issued by a court or tribunal affecting the Land;

(c) has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land; and

(d) is not aware of any material change in the matters disclosed in the Housing Design Requirements.

20.2 The Seller warrants that on Completion:

(a) the Seller will have the capacity to complete;

(b) there will be no unsatisfied judgment, order or writ issued by a court or tribunal affecting the Land;

(c) the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land; and

(d) the Seller is not aware of any encroachments by or upon the Land except as disclosed. This warranty does not extend to the location of any dividing fence.

20.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

21 ADJUSTMENTS

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

22 TERMS OF POSSESSION

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

23 INSPECTION OF LAND

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

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

24 ERRORS AND MISDESCRIPTIONS

24.1 The Buyer will be entitled to compensation on Completion (and the Price will be reduced accordingly) in full and final settlement if the Buyer suffers a loss as a result of an error of any kind or misdescription, and the Buyer makes a claim for compensation before Completion.

24.2 This clause 24 applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.

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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:

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(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.

SPECIMEN

27.5 For the avoidance of doubt, if the Deposit is paid by Deposit Bond or Bank Guarantee in accordance with clause 3, and the Seller is entitled to terminate in accordance with clause 27.1, the Buyer acknowledges that the Seller is entitled to, and may, call upon the Deposit Bond or Bank Guarantee immediately after serving the termination notice.

28 TERMINATION – SELLER'S DEFAULT

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

(a) terminate and seek damages; or

(b) enforce without further notice any other rights and remedies available to the Buyer.

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

29 RESCISSION

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

(a) the Deposit and all other money paid by the Buyer must be refunded to the Buyer within 15 Working Days without any further authority being necessary; and

(b) neither party is liable to pay the other any amount for damages, costs or expenses.

30 DAMAGES FOR DELAY IN COMPLETION

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

(a) interest on the Price at the rate of 10% per annum calculated on a daily basis from the Date for Completion to Completion (inclusive); and

(b) the amount of $660.00 (including GST) to be applied towards any legal costs and disbursements incurred by the party not at default if Completion occurs later than 5 Working Days after the Date for Completion.

30.2 The party at fault must pay the amount specified in clause 30.1 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

30.3 The parties agree that:

(a) the amount of any damages payable under clause 30.1(a) to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion; and

(b) the damages must be paid on Completion.

31 FOREIGN BUYER

31.1 The Buyer warrants that the Commonwealth Treasurer cannot prohibit and has not prohibited the grant of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

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31.2 This clause 31 is an essential term.

32 GST

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

32.2 The Seller is solely liable for any GST payable in relation to this Contract and the Seller confirms that the Buyer has no obligation to pay any GST in addition to the Price.

33 INSOLVENCY

33.1 If the Buyer suffers an Insolvency Event, the Buyer must immediately notify the Seller in writing.

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

34 POWER OF ATTORNEY

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

35 NOTICES CLAIMS AND AUTHORITIES

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

35.2 To serve a notice a party must:

(a) leave it at; or

(b) send it by a method of post requiring acknowledgement of receipt by the addressee to,

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

(c) serve it on that party's solicitor in any of the above ways; or

(d) send it by email to an email address of:

(i) that party, as notified or used by that party from time to time; or

(ii) that party's solicitor specified on the Schedule, or otherwise as notified or used from time to time,

and, unless the receiving party indicates by immediate automatic response that the email address is unattended, the notice is taken to have been received at the time it was sent and if not sent before 5:00pm on a Working Day, on the next Working Day.

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

35.4 If a notice is served in accordance with clause 35.2(a), the notice is taken to have been received on the day that it is delivered or, if not delivered before 5:00pm on a Working Day, on the next Working Day.

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

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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

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(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.

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

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

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.

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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;

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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.

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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:

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

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

47.2 The Buyer warrants at the time it enters into this Contract it is not a Designated Person or Entity, or named as a person or entity on the Consolidated List.

47.3 The Buyer must not, prior to Completion, become a Designated Person or be named as a person or entity on the Consolidated List.

47.4 The Buyer must immediately notify the Seller if it breaches clause 47.3.

47.5 Clauses 47.2 and 47.3 are essential terms.

47.6 If the Buyer breaches the warranty in clause 47.2 or breaches clause 47.3 then immediately and without the notice otherwise necessary under clause 26, clause 27 applies.

48 DEFINITIONS

48.1 Definitions appear in the Schedule and as follows:

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

Appointed Sales Agent means Civium (ACT) Pty Ltd ACN 604 557 879 trading as Civium Property Group;

Balance of the Price means the Price less the Deposit;

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

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

Block Fill Plan means the plan described as 'Fill Plan' and annexed to this Contract as Annexure B;

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

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(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) clause 40 has been complied with; and

(e) the Buyer has otherwise complied with the requirements of this Contract;

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

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

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

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

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

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

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

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

Housing Design Requirements means the Requirements for Terrace Housing 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;

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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 Lease;

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

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

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

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

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

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

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

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

Plans means:

(a) the Staging Plan;

(b) the Block Fill Plan; and

(c) the Block Details Plan;

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

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

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

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

Schedule means the schedule to this Contract;

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

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

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

Supply has the meaning in the GST Law;

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

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

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

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

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

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

49 INTERPRETATION

49.1 In this Contract:

(a) a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;

(b) the singular includes the plural, and the plural includes the singular;

(c) a reference to a person includes a body corporate;

(d) a term not otherwise defined has the meaning in the *Legislation Act 2001* (ACT); and

(e) a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

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

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

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

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ANNEXURE A – STAGING PLAN

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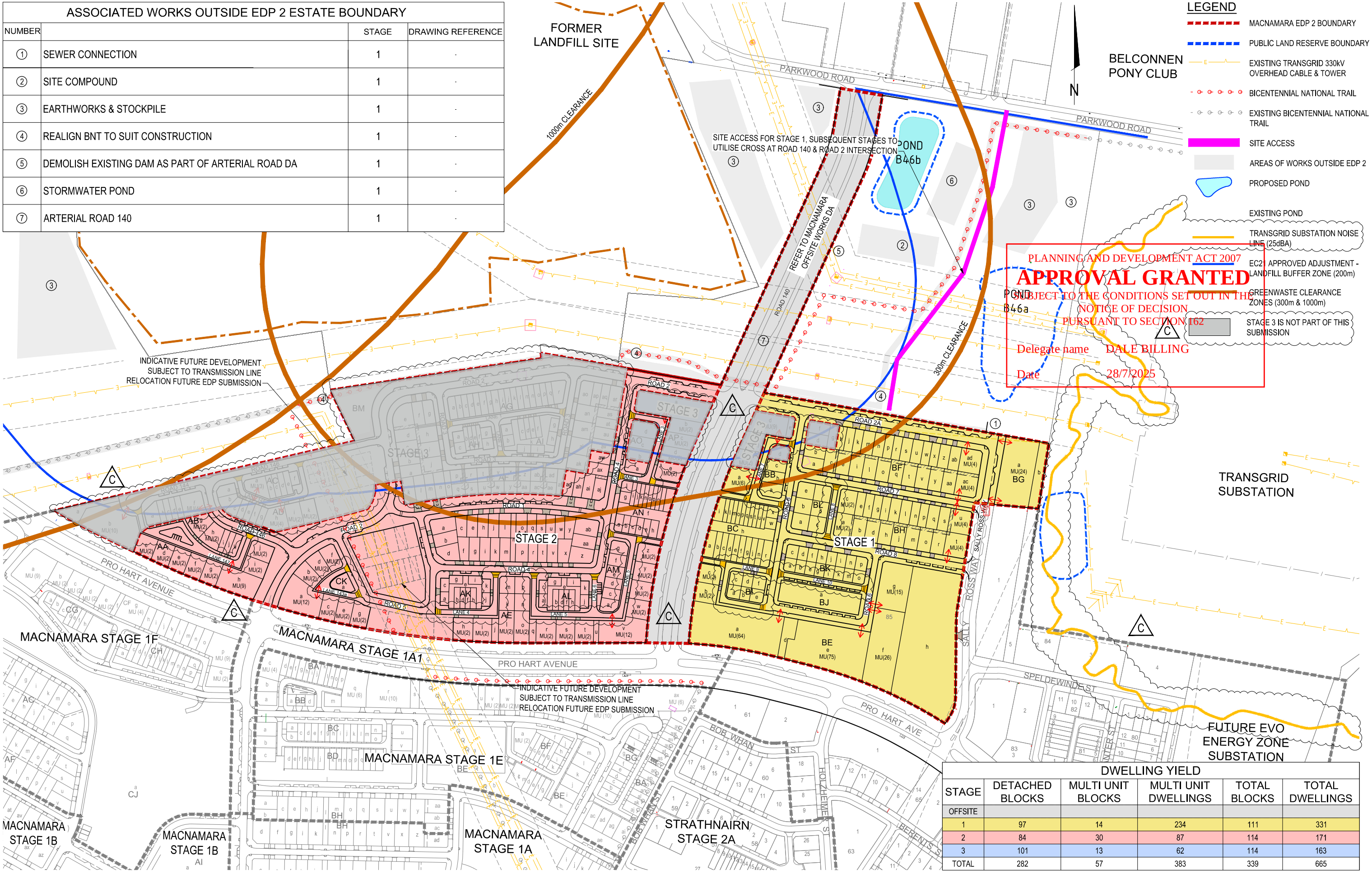
ASSOCIATED WORKS OUTSIDE EDP 2 ESTATE BOUNDARY

NUMBER		STAGE	DRAWING REFERENCE
①	SEWER CONNECTION	1	-
②	SITE COMPOUND	1	-
③	EARTHWORKS & STOCKPILE	1	-
④	REALIGN BNT TO SUIT CONSTRUCTION	1	-
⑤	DEMOLISH EXISTING DAM AS PART OF ARTERIAL ROAD DA	1	-
⑥	STORMWATER POND	1	-
⑦	ARTERIAL ROAD 140	1	-



LEGEND

- MACNAMARA EDP 2 BOUNDARY
- PUBLIC LAND RESERVE BOUNDARY
- EXISTING TRANSGRID 330kV OVERHEAD CABLE & TOWER
- BICENTENNIAL NATIONAL TRAIL
- EXISTING BICENTENNIAL NATIONAL TRAIL
- SITE ACCESS
- AREAS OF WORKS OUTSIDE EDP 2
- PROPOSED POND
- EXISTING POND
- TRANSGRID SUBSTATION NOISE LINE (25dBA)
- EC2 : APPROVED ADJUSTMENT - LANDFILL BUFFER ZONE (200m)
- GREENWASTE CLEARANCE ZONES (300m & 1000m)
- STAGE 3 IS NOT PART OF THIS SUBMISSION

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

DWELLING YIELD

STAGE	DETACHED BLOCKS	MULTI UNIT BLOCKS	MULTI UNIT DWELLINGS	TOTAL BLOCKS	TOTAL DWELLINGS
OFFSITE					
1	97	14	234	111	331
2	84	30	87	114	171
3	101	13	62	114	163
TOTAL	282	57	383	339	665

INITIAL ISSUE	DES	DRN	CHK	APP	DATE	AMENDMENT DETAILS
	JS	SKT			24/08/2023	
A	JS	JS			20/05/2024	ISSUE FOR FIR RESPONSE
B	MJ	EH			25/10/2024	TCCS COMMENTS RESPONSES
C	AMK	NN			07/02/2025	ISSUE FOR S165

STATUS: ESTATE DEVELOPMENT PLAN
APPROVED BY: NO: SIGN: DATE:
SCALE: 0 20 40 60 80 100 120 140 160 — SCALE 1:2000 (A1) SCALE 1:4000 (A3)

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egis
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CLIENT: Ginninderry
redbox design group
WAE No .

PROJECT: MACNAMARA EDP 2

DRAWING TITLE: STAGING PLAN .

PROJECT No.	DRAWING No.	EDP No	REVISION
21-000393	E1.06.01	.	C

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

ANNEXURE B – 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

ROAD 2 | ROAD 2A | ROAD 4 | ROAD 6 | ROAD 7 | ROAD 8 | LANE 3 | LANE 5 | LANE 6 | LANE 7 | LANE 8 | LANE 9 | LANE 10

REFER TO MACNAMARA OFFSITE WORKS DA

SALLY ROSS WAY

MACNAMARA STAGE 1A1

MACNAMARA STAGE 1E

STRATHNAIRN STAGE 2A

STRATHNAIRN STAGE 2B

FOR CONTINUATION REFER TO DRAWING 21-000393-E1.27.02

N

LEGEND

- MACNAMARA EDP 2 BOUNDARY
- PUBLIC LAND RESERVE BOUNDARY
- RETAINING WALL
- 570.0 — SITE REGRADING - NEW CONTOURS (1.0m CONTOUR INTERVAL)
- 570.0 — 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
- CUT DEPTH 2.0m TO 2.5m
- CUT DEPTH 1.5m TO 2.0m
- CUT DEPTH 1.0m TO 1.5m
- CUT DEPTH 0.5m TO 1.0m
- CUT DEPTH 0.0m TO 0.5m
- FILL DEPTH 0.0m TO 0.5m
- FILL DEPTH 0.5m TO 1.0m
- FILL DEPTH 1.0m TO 1.5m
- FILL DEPTH 1.5m TO 2.0m
- FILL DEPTH 2.0m TO 2.5m
- FILL DEPTH 2.5m TO 3.0m
- FILL DEPTH 3.0m TO 3.5m
- FILL DEPTH 3.5m TO 4.0m
- FILL DEPTH 4.0m TO 4.5m
- FILL DEPTH 4.5m TO 5.0m
- FILL DEPTH GREATER THAN 5.0m
- STAGE 3 IS NOT PART OF THIS SUBMISSION (B)

INITIAL ISSUE	DES	DRN	CHK	APP	DATE	AMENDMENT DETAILS
	JS	SKT			24/08/2023	
A	JS	JS			20/05/2024	ISSUE FOR FIR RESPONSE
B	AMK	NN			07/02/2025	ISSUE FOR S165

STATUS: ESTATE DEVELOPMENT PLAN

APPROVED

BY: NO:

SIGN: DATE:

SCALE: 0 10 20 30 40 50 60 70 80

SCALE 1:1000 (A1) SCALE 1:2000 (A3)

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CLIENT: Ginninderry | redbox design group

WAE No .

PROJECT: MACNAMARA EDP 2

DRAWING TITLE: FILL PLAN

SHEET 1 OF 2

PROJECT No.	DRAWING No.	EDP No	REVISION
21-000393	E1.27.01	.	B

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

W:\21-000393\CAD\EDP2\21-000393-E1.27.01.dwg Model: CIVIL

NOTES

1. REFER TO DRAWING 21-000393-E1.27.01 FOR NOTES AND LEGEND.

N

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 TRANSMISSION LINE RELOCATION FUTURE EDP SUBMISSION

ROAD 146 ROAD 144 LANE 145 LANE 147 ROAD 2 ROAD 3 LANE 1 LANE 2 ROAD 1 ROAD 4 LANE 3 LANE 4 LANE 5 LANE 6 ROAD 5 LANE 143a

MACNAMARA STAGE 1F

MACNAMARA STAGE 1E

MACNAMARA STAGE 1A1

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

INITIAL ISSUE	DES	DRN	CHK	APP	DATE	AMENDMENT DETAILS
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SCALE: 0 10 20 30 40 50 60 70 80 — SCALE 1:1000 (A1) SCALE 1:2000 (A3)

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CLIENT: Ginninderry redbox design group

WAE No .

PROJECT: MACNAMARA EDP 2

DRAWING TITLE: FILL PLAN

SHEET 2 OF 2

PROJECT No.	DRAWING No.	EDP No	REVISION
21-000393	E1.27.02	.	B

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ANNEXURE C – BLOCK DETAILS PLAN

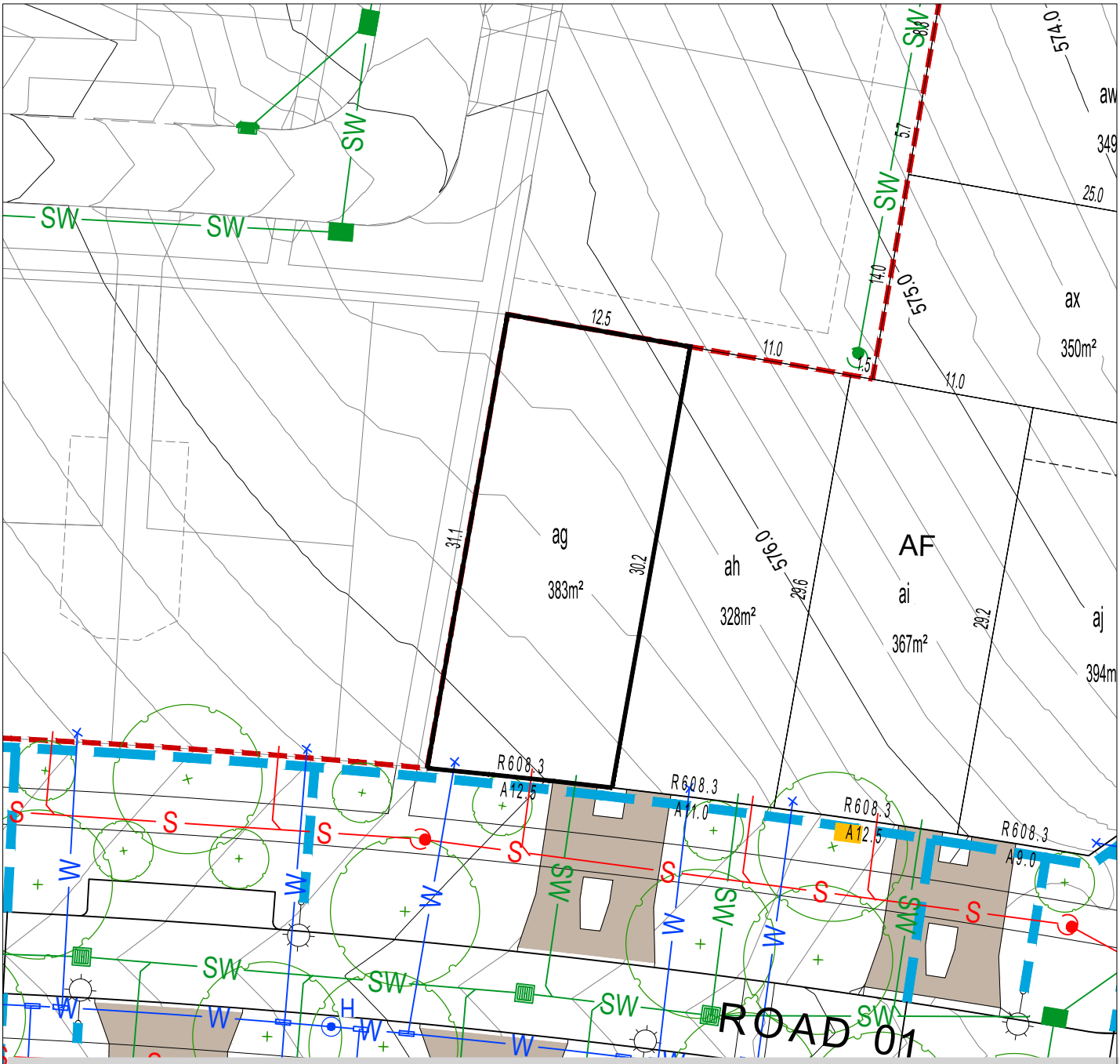
SPECIMEN

STAGE 2

Ginninderry

Section: AF
Block: ag

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:400 ISSUE DATE: MAY 2026

LEGEND

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

PLEASE NOTE: INFORMATION SHOWN IN THIS DRAWING IS PRELIMINARY ONLY, AND SUBJECT TO CHANGE PRIOR FINAL DESIGN
REFER ALSO TO PLANNING CONTROLS PLAN AND FENCING CONTROLS PLAN

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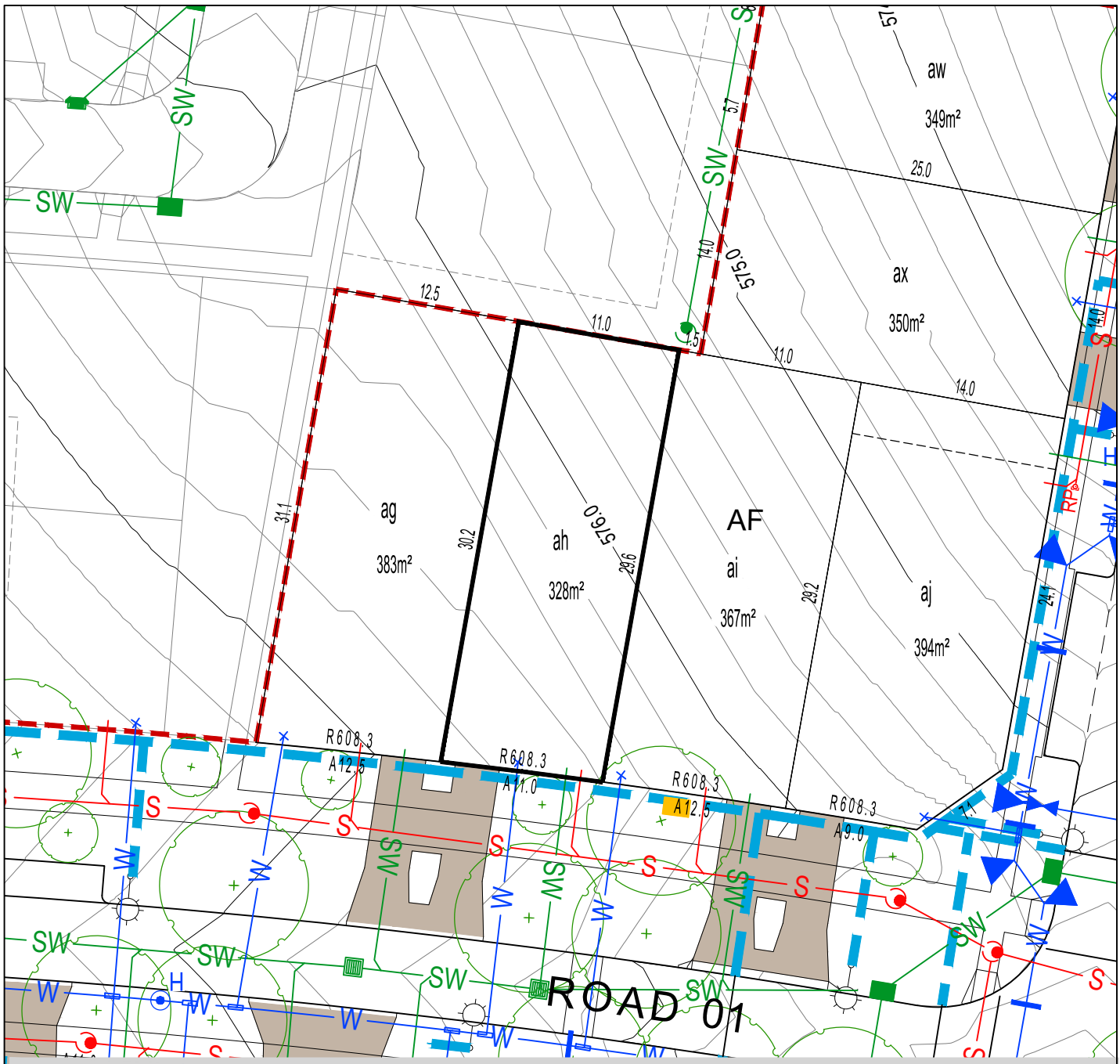
STAGE 2

Ginninderry

Section: AF
Block: ah

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:400

ISSUE DATE: MAY 2026

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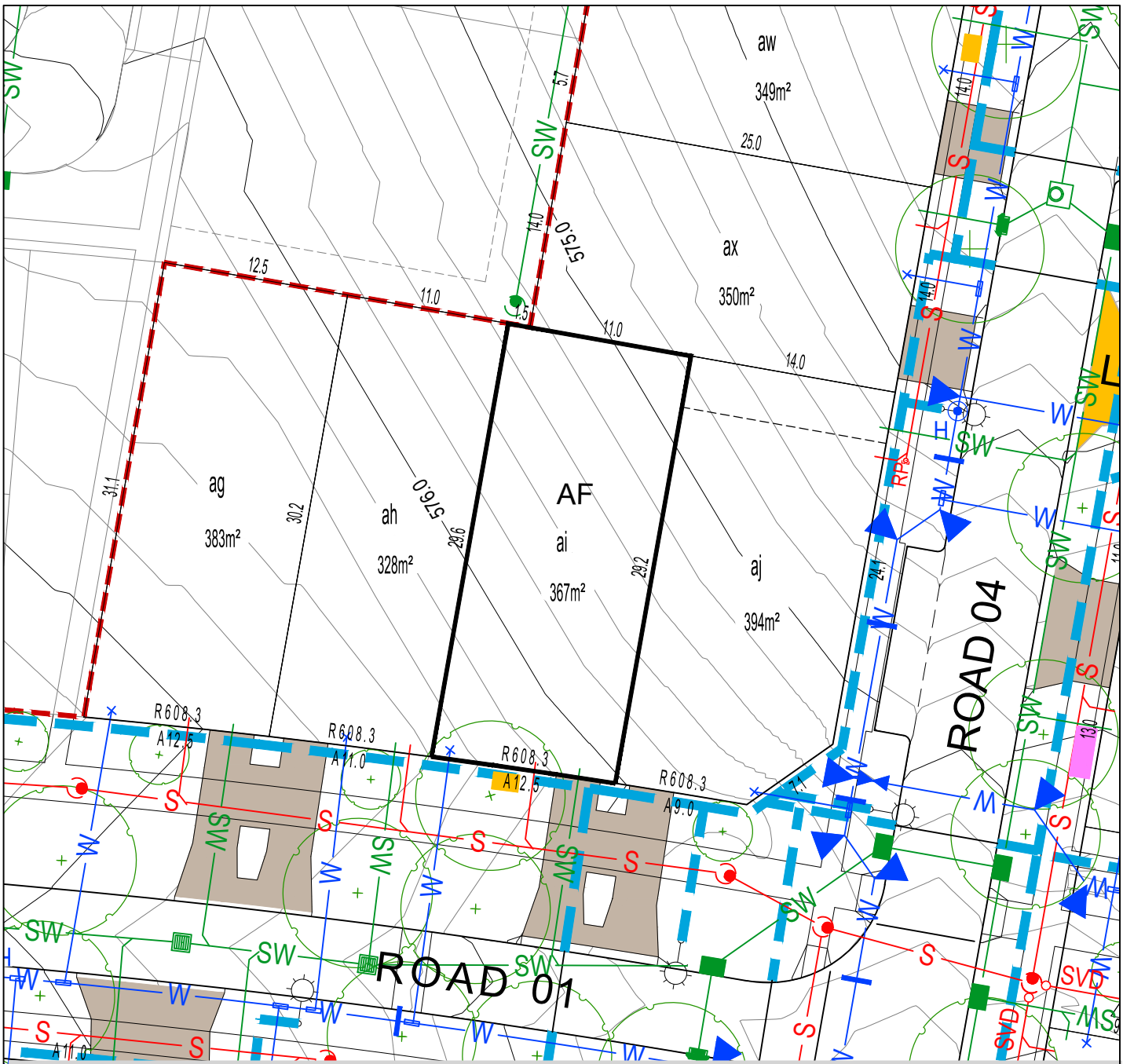
STAGE 2

Ginninderry

Section: AF
Block: ai

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:400

ISSUE DATE: MAY 2026

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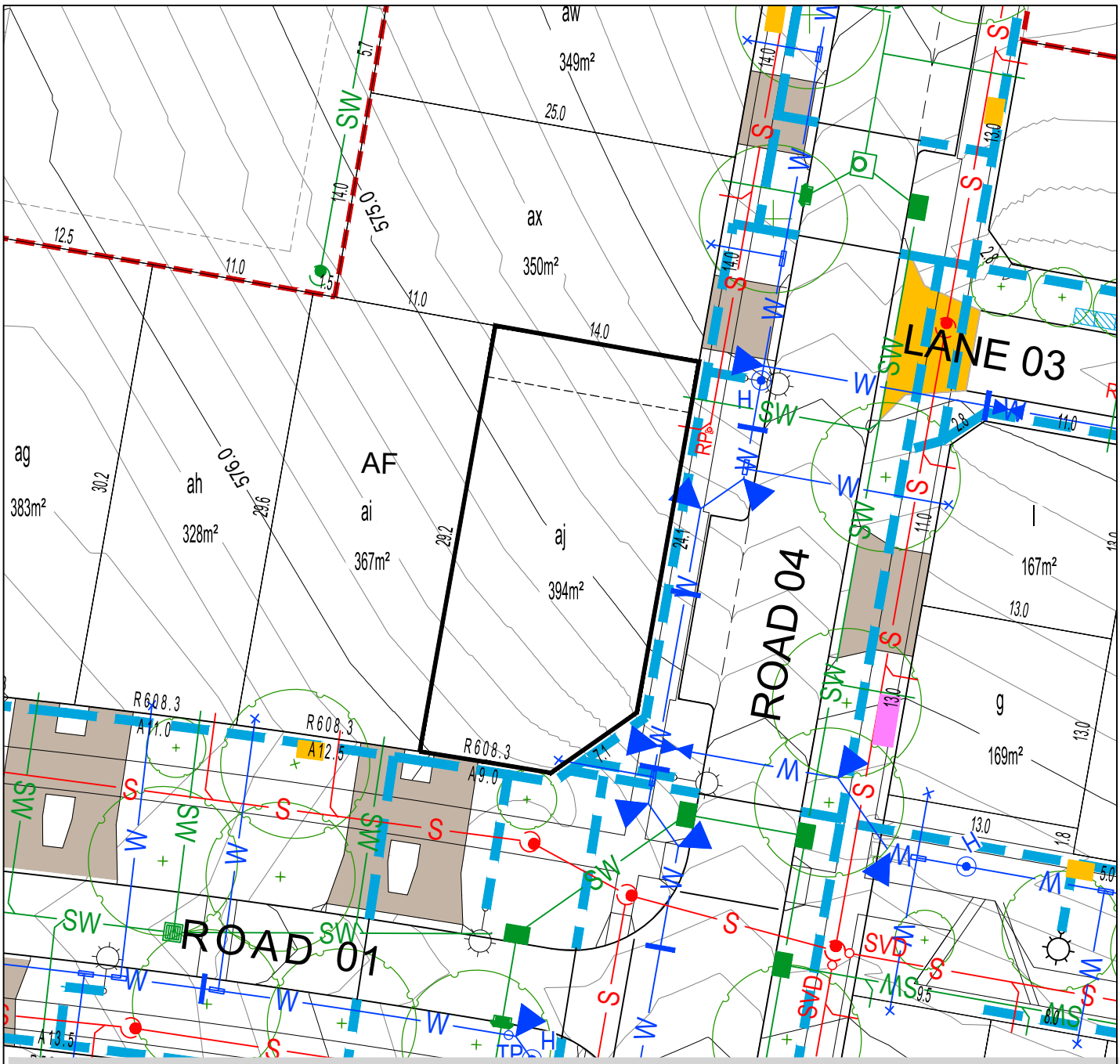
STAGE 2

Ginninderry

Section: AF
Block: aj

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:400

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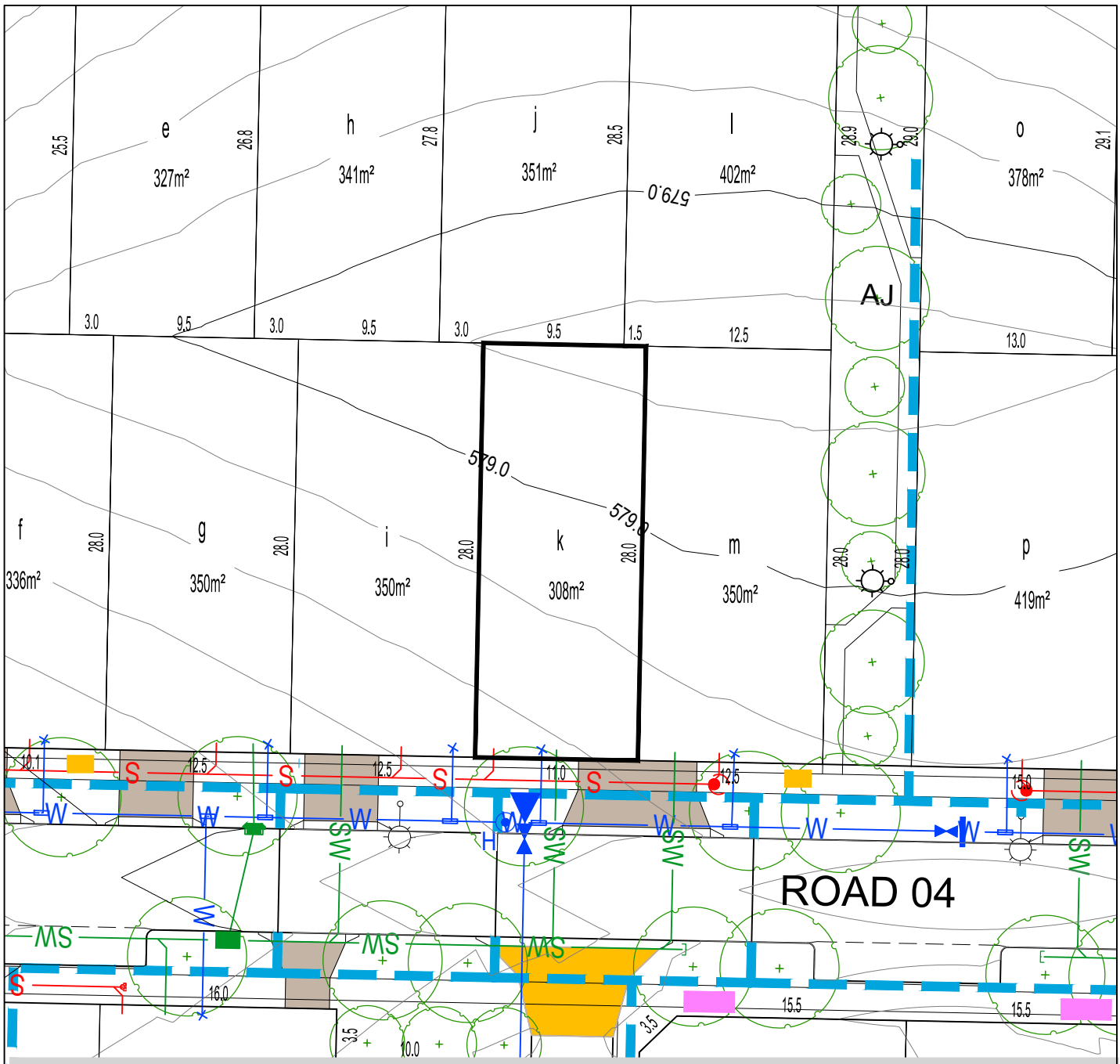
STAGE 2

Ginninderry

Section: AJ
Block: k

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:400

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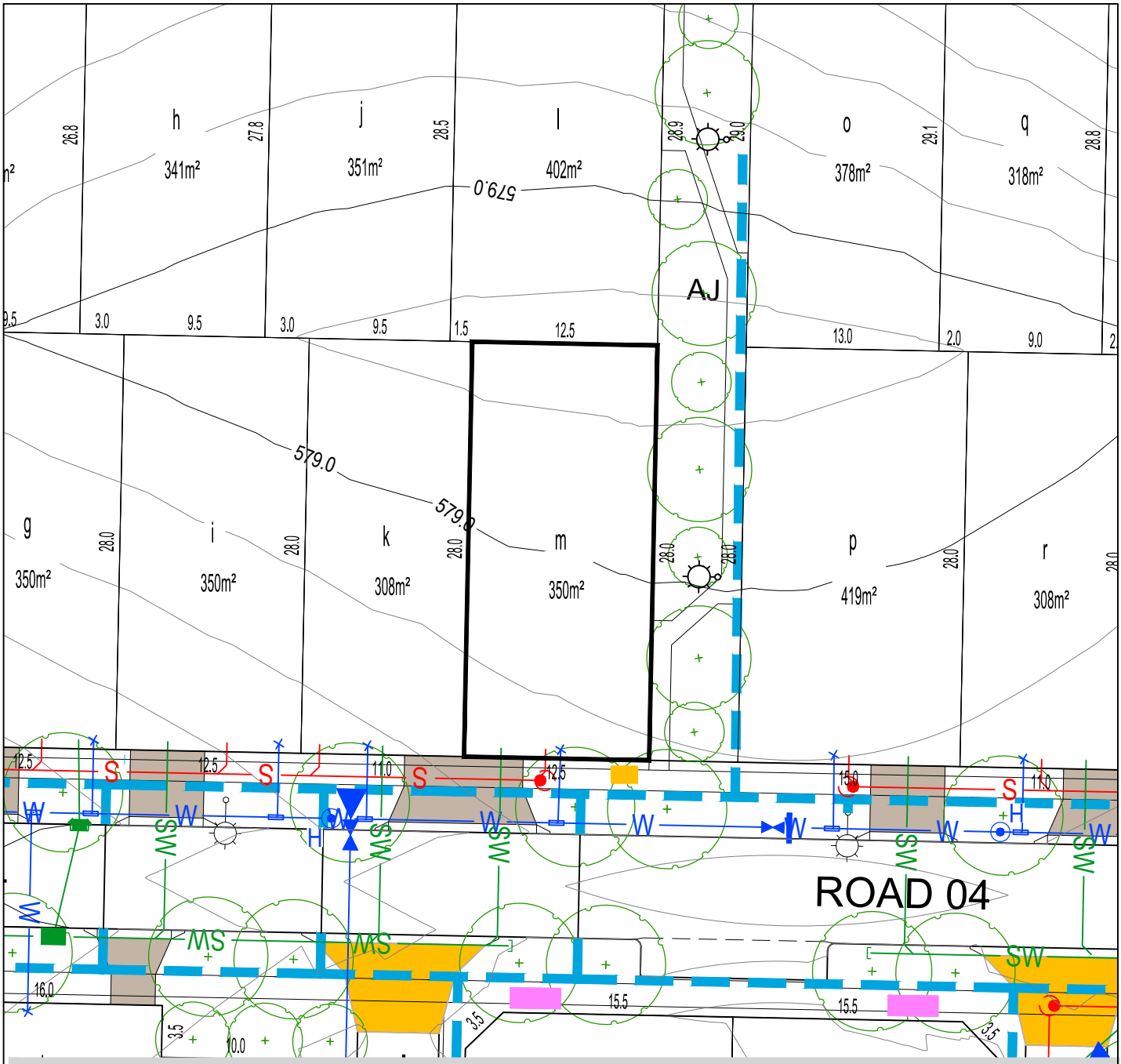
STAGE 2

Ginninderry

Section: AJ
Block: m

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:400

ISSUE DATE: MAY 2026

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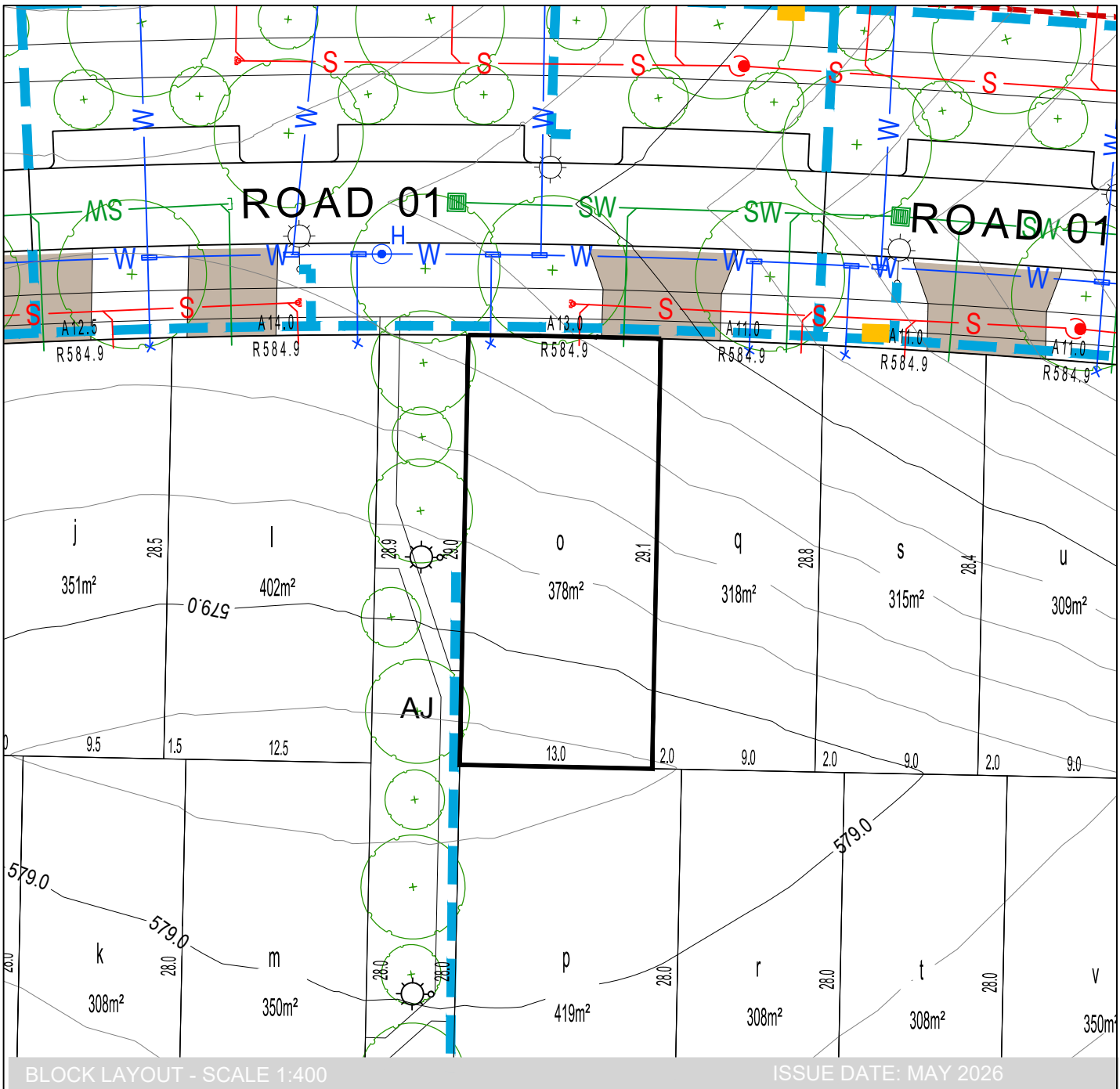
Ginninderry

STAGE 2

Section: AJ
Block: o

Block Disclosure Plan



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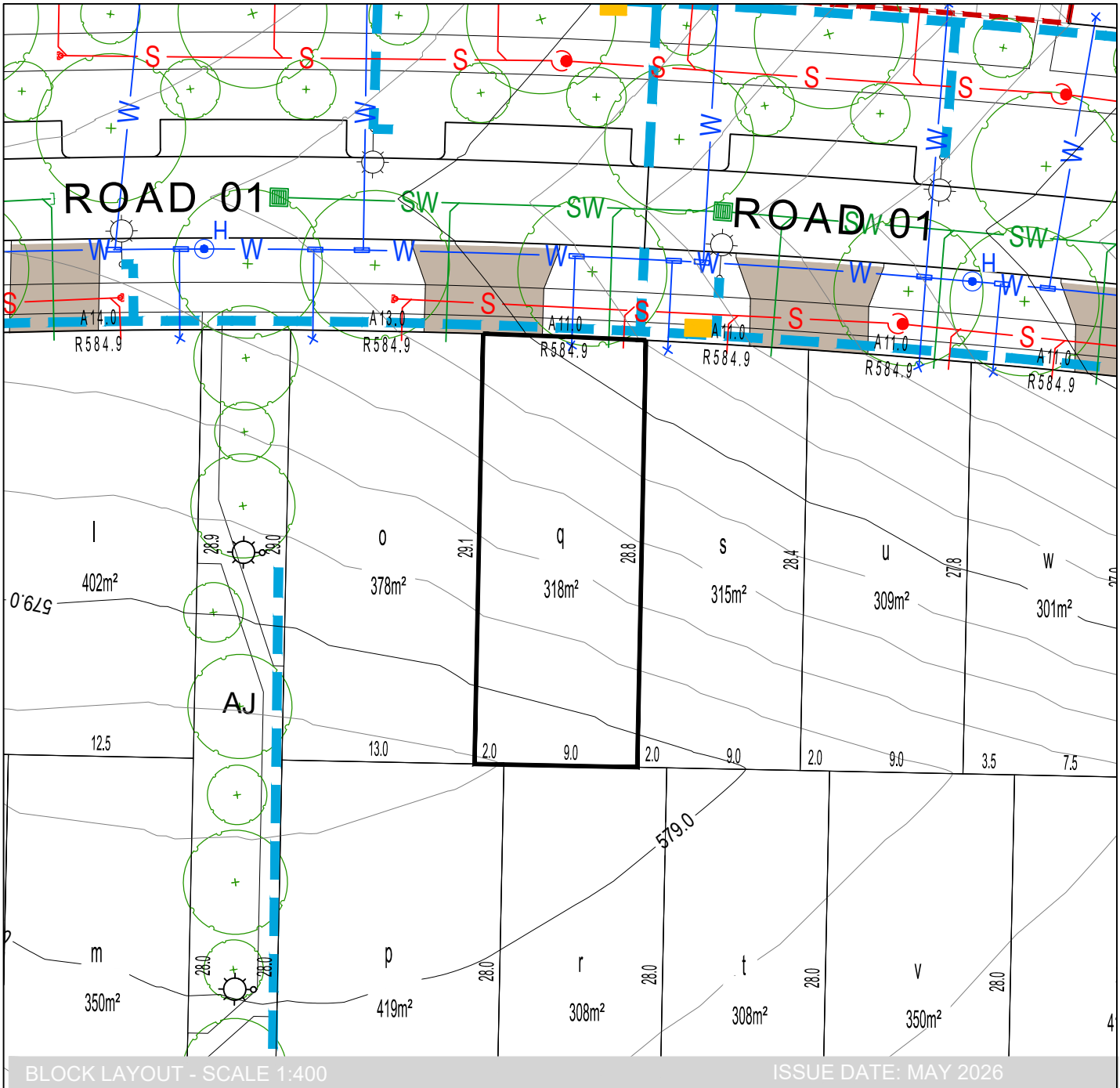
Ginninderry

STAGE 2

Section: AJ
Block: q

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:400

ISSUE DATE: MAY 2026

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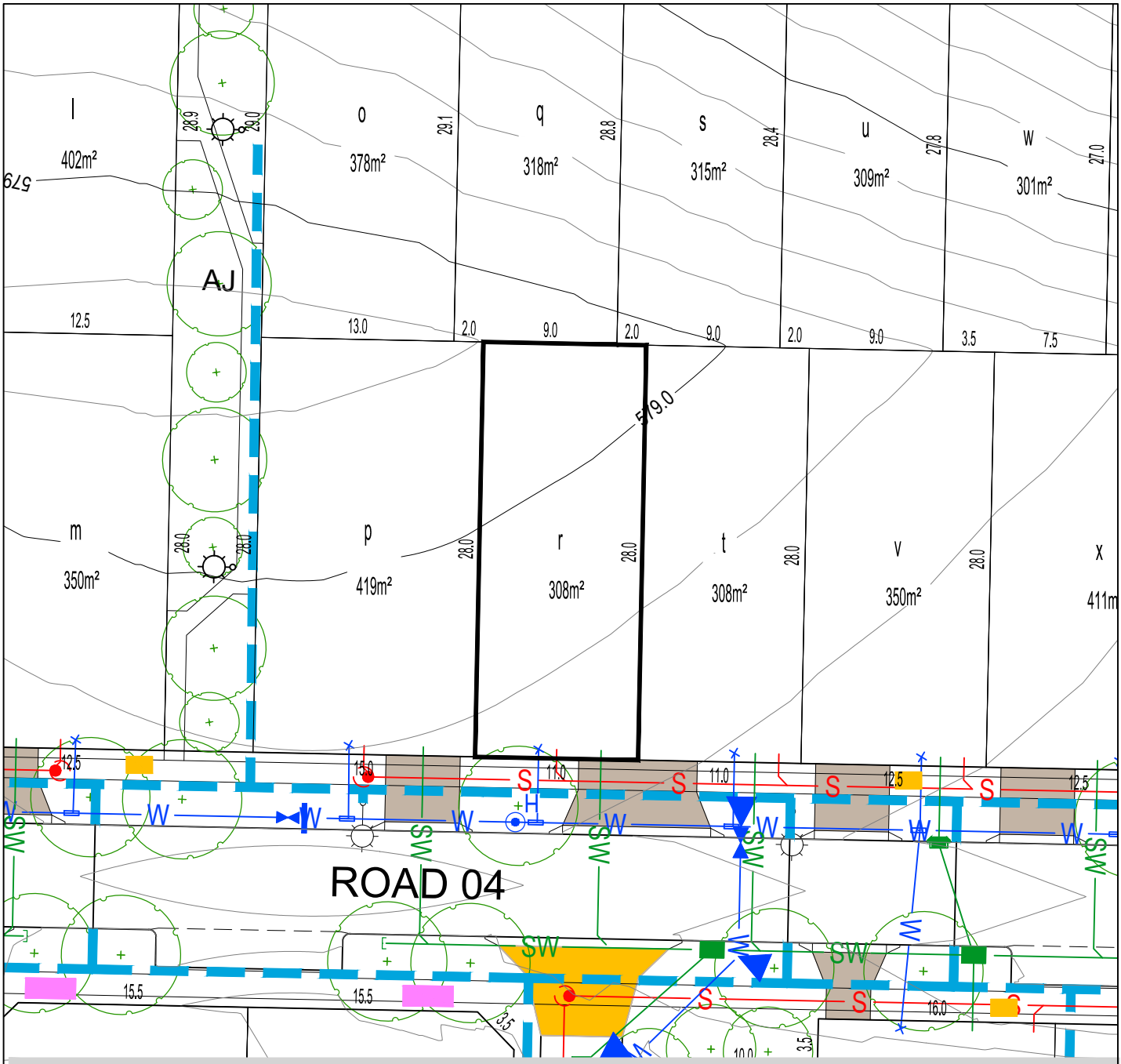
STAGE 2

Ginninderry

Section: AJ
Block: r

Block Disclosure Plan



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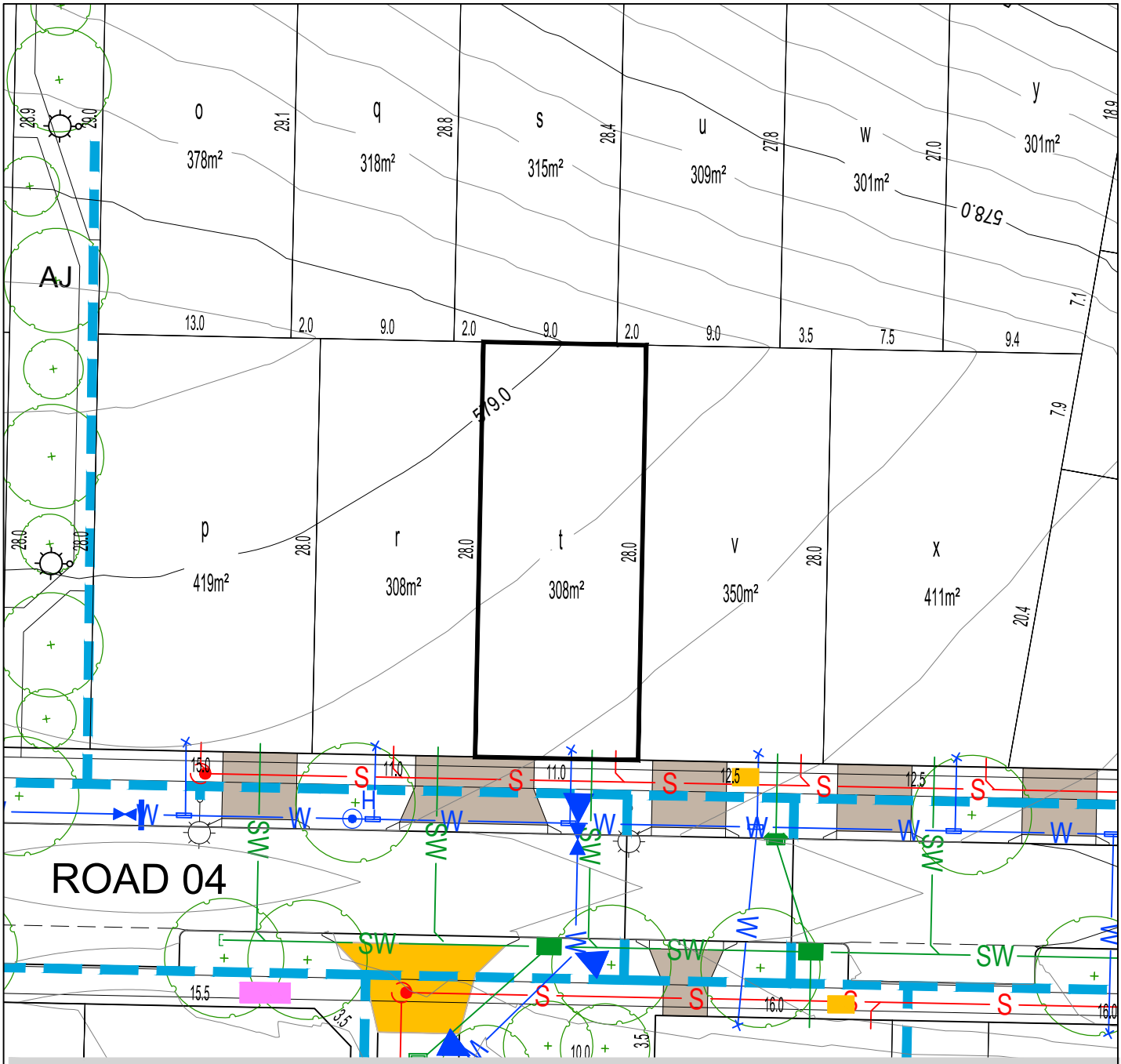
STAGE 2

Ginninderry

Section: AJ
Block: t

Block Disclosure Plan



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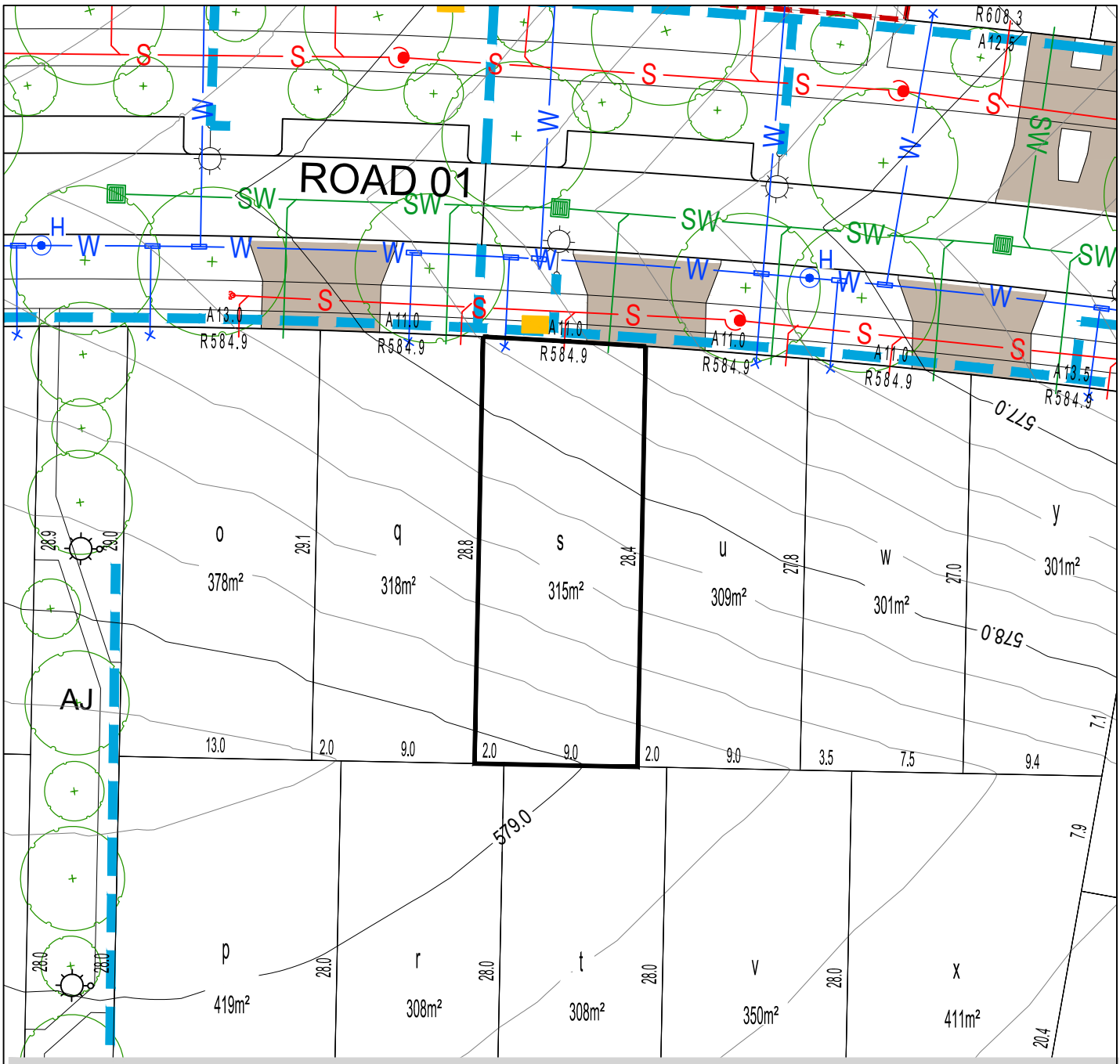
STAGE 2

Ginninderry

Section: AJ
Block: s

Block Disclosure Plan



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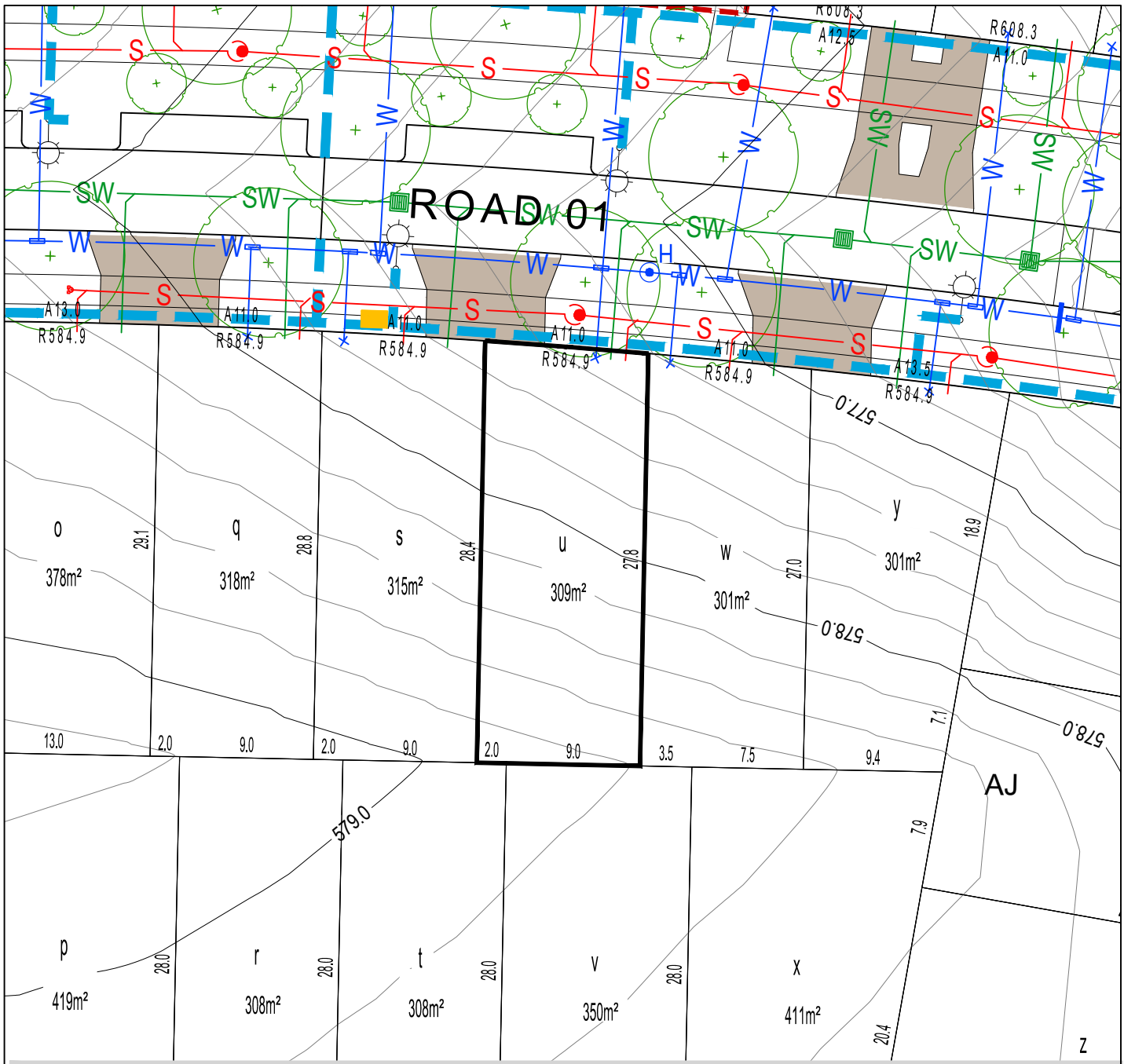
Disclaimer: All care has been taken in the preparation of this material. No responsibility is taken by the vendor for any errors or omissions, and details may be subject to change. All road designs, contours, block sizes, block dimensions, easements, services, ties and trees are preliminary only and are subject to change.

Ginninderry

STAGE 2

Section: AJ
Block: u

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:400

ISSUE DATE: MAY 2026

LEGEND

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

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Ginninderry

STAGE 2

Section: AJ
Block: w

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:400 ISSUE DATE: MAY 2026

LEGEND

- LOT BOUNDARY
- EASEMENT
- 550.0 CONTOUR 1.0m INTERVAL
- CONTOUR 0.2m INTERVAL
- REINFORCED CONCRETE DRIVEWAY BY PURCHASER
- REINFORCED CONCRETE DRIVEWAY BY CIVIL CONTRACTOR
- STAGE BOUNDARY
- SEWER MAIN / MANHOLE / TIE
- STORMWATER MAIN / SUMP / MANHOLE / TIE
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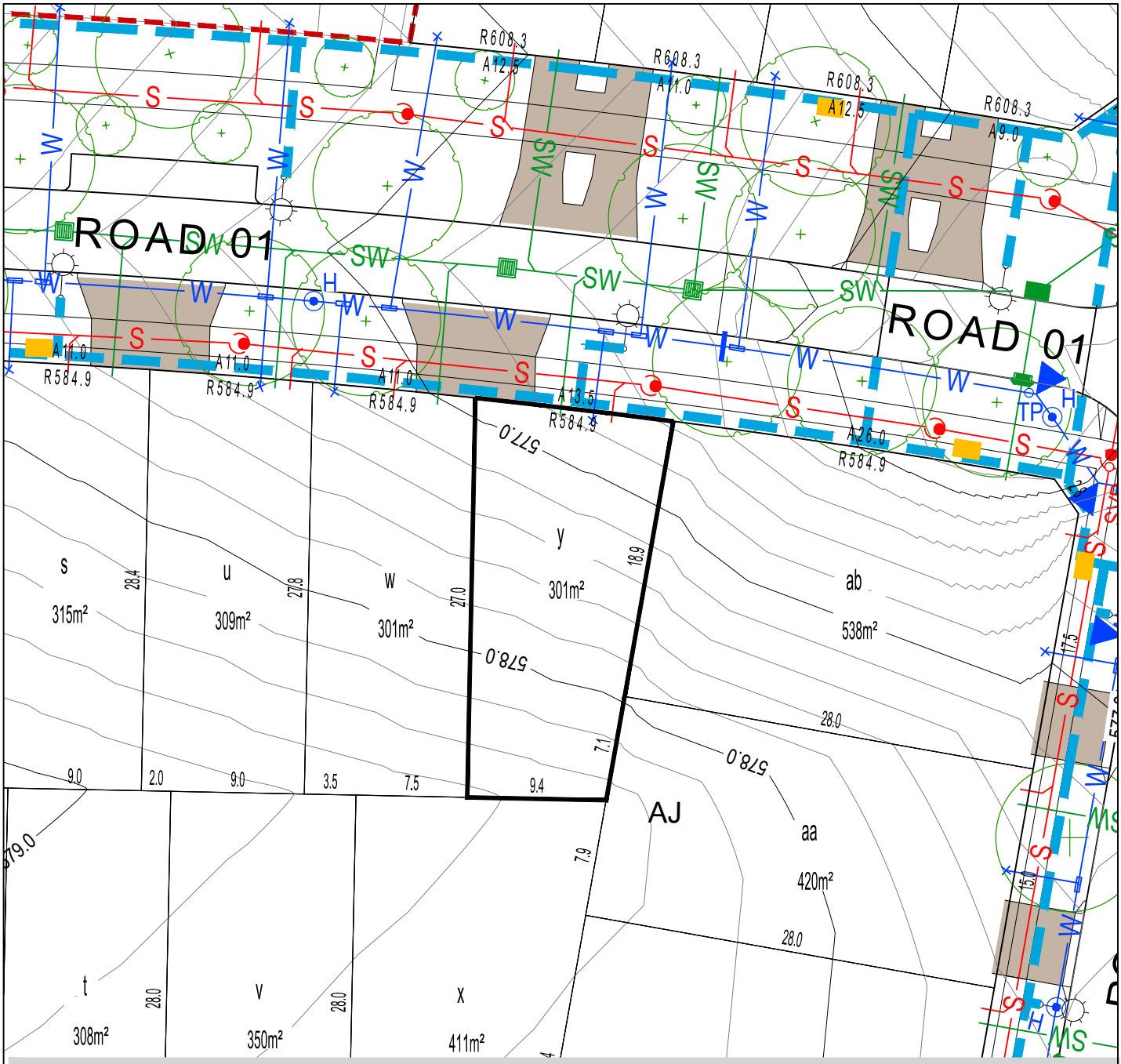
Ginninderry

STAGE 2

Section: AJ
Block: y

Block Disclosure Plan



BLOCK LAYOUT - SCALE 1:400 ISSUE DATE: MAY 2026

LEGEND

- LOT BOUNDARY
- EASEMENT
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ANNEXURE D – SPECIMEN LEASE

SPECIMEN

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

LEASE No.

Volume

Folio

CONDITIONS APPLICABLE

MOP No.

Annexure

AUSTRALIAN CAPITAL TERRITORY

CROWN LEASE

PLANNING ACT 2023

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

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

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

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	DEPOSITED PLAN	APPROXIMATE AREA
				square metres

2. LESSEE'S NAME AND ADDRESS

3. FORM OF TENANCY

4. TERM

GRANT DATE:

TERM IN YEARS: 99 FROM THE COMMENCEMENT DATE

COMMENCEMENT DATE:

EXPIRY DATE:

5. PURPOSE

SINGLE DWELLING HOUSING.

6. RESERVATIONS AND STATUTORY RESTRICTIONS

THE STATUTORY RESTRICTION(S) IS/ARE:

SECTION 370 OF THE *PLANNING ACT 2023*.

7. VARIATIONS TO MEMORANDUM OF PROVISIONS

Not Applicable

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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)

SPECIMEN

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

SPECIMEN

(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.

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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;

SPECIMEN

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;

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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;

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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;

SPECIMEN

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)

SPECIMEN

ANNEXURE E –SPECIAL CONDITIONS

1 ENVIRONMENTAL CLEARANCE ZONE & VENTILATION

1.1 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.

1.2 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.

1.3 The Seller discloses and the Buyer acknowledges that the Advice may not be available before the Date for Completion.

1.4 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 Lease for the Land; or

(c) an encumbrance registered on the title of the Land. If required, the Buyer acknowledges and agrees to execute all documents necessary in order for the encumbrance to be executed and registered on the title of the Land.

1.5 The Buyer must not make any objection, requisition or claim for compensation in relation to any matter referred to in this Special Condition 1.

1.6 The provisions of this Special Condition 1 take precedence over any other clause to the contrary in this Contract.

2 CONSTRUCTION OF DUPLEXES

2.1 The dwellings erected on the blocks by the buyer must be an integrated design with an adjacent wall system. Roof falls must fall to the street or rear of the block and not to inter-allotment side boundaries.

2.2 The Buyer agrees that the Plans will not be endorsed by the Development Manager under clause 8 unless the design reflects the requirements of Special Condition 2.1.

2.3 The Buyer acknowledges and agrees that the Compliance Bond will not be paid to the Buyer in accordance with clause 5 if the dwellings erected on the Blocks do not reflect the requirements of Special Condition 2.1

2.4 Notwithstanding the Housing Design Requirements and clause 5.5, the Buyer agrees that the benefit of the refund or repayment of the Compliance Bond under clause 5 (if any) cannot be assigned to any other person.

3 ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING ACT

3.1 In this Special Condition 3, the following definitions apply:

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

(i) the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth);

SPECIMEN

(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 Special Condition 3.2;

(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);

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[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.*

(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;

(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).

3.2 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.

3.3 The Buyer warrants that all information and documentation provided to the CDD Collector pursuant to this Special Condition 3 is true, correct and complete in all material respects and is not misleading.

3.4 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 Special Condition 3.2 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, and the Deposit will be refunded to the Buyer if:

SPECIMEN

(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 Special Condition 3.

3.5 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 Special Condition 3 or any failure by the Buyer to provide accurate, complete or timely information or documentation as required under this Special Condition 3, 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 Special Condition 3.5.

3.6 This Special Condition 3 will not merge on Completion but will continue in full force and effect.

3.7 The provisions of this Special Condition 3 take precedence over any other clause to the contrary in this Contract.

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ANNEXURE F – DIRECTOR'S GUARANTEE

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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: <u>All directors</u> 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.

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ANNEXURE G – HOUSING DESIGN REQUIREMENTS

SPECIMEN



Ginninderry

Ginninderry Housing Design Requirements

Single Dwelling Homes
Duplex Blocks

The Village
Strathnairn & Macnamara

Version 1.0 | June 2026

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
or 1800 316 900

ginninderry.com

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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).
- Complete and submit the Front Landscaping Application Form (up to 12 weeks before completion).

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.
        - Free Front Landscaping Package is provided.
    - 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, and you will not be eligible for free landscaping.

Phase 6: Front Landscaping

Commence your front free front landscaping package.

- The Ginninderry Landscaping Team will begin designing your garden with you once you have submitted the Front Landscaping Application Form.
- The Front Landscaping Application Form may be submitted up to 12 weeks prior to dwelling completion.
- Once you have agreed on a garden design with our Landscaping Team, and upon satisfying the contract and design requirements, the landscaping will be approved to proceed.

Part 3: Summary: Housing Design Requirements - The Village

The Village at Ginninderry represents a refined urban centre defined by architectural excellence and climate-resilient design. These Housing Design Requirements ensure that every home contributes to a cohesive, neighbourhood identity whilst assisting to provide healthy, low-cost living dwellings for its occupants.

A Vision of Contemporary Urban Living

Dwellings in The Village are designed to balance private sanctuary with active public engagement. The "Contemporary Urban" aesthetic prioritises:

- Architectural Rigour: Clean lines and articulated facades that reduce visual bulk.
- Urban Interaction: Prominent entries and vertical glazing that provide natural surveillance and a welcoming street presence.
- Human Scale: A clear hierarchy between public and private realms through the use of recessed terraces and usable porches.

Key Design Requirements

To protect your investment and uphold a high standard streetscape quality, mandatory requirements apply to dwelling design. A summary of Design Requirements include:

Feature	Requirement Overview
Roofing	Refined profiles including Gables (25 -35 degrees), Skillion (15 degrees), or fully concealed Parapets to all elevations. Mandatory roofing colours to promote reduction in Urban Heat Island Effect.
Glazing	Public-facing façades must feature modern window styles with a vertical emphasis (height > width). Sliding windows are prohibited on street-facing facades. Double glazing for thermal and acoustic performance.
Shading	A minimum eave depth of 600mm is required on all façades. Where eaves are not provided, integrated sunhoods or awnings must be provided.
Materials & Colours	A curated palette of high-quality masonry and complementary cladding to ensure visual integrity. Reduction in height of masonry elements and colours which align with the approved palette. Façades must utilise at least two complementary materials from the approved palette.
Entry & Porch	Every home must feature a usable, covered entry porch that is a minimum 1.5m x 2.1m with a separate pedestrian path to the front boundary.

Feature	Requirement Overview
Corner Blocks and Public Facing Facades	Dwellings with multiple public frontages must address all streetscapes with equal architectural quality and include wrap-around features like verandas or corner windows.
Garages & Driveways	Garages must remain secondary to the home's architecture to reduce dominance. Panel lift doors are required on any public-facing or laneway frontage.
Sustainability	Mandatory solar PV system, all electric dwellings, heat pump hot water systems, and rainwater tanks. Size/capacity of solar PV system and rainwater tanks are subject to block size.
Site Response	Dwellings must respond to natural topography, utilising split-level designs on sloping land to minimise retaining wall heights.
Fencing	Front courtyard fencing must be constructed of vertical aluminium battens in approved colours. Standard Colorbond fencing in the approved colour is required for inter-allotment boundaries.

Built-in Value and Occupant Wellbeing

Beyond these mandatory controls, Ginninderry advocates for dwelling performance. By investing in airtightness, high-performance insulation, and passive solar orientation, residents can achieve lower running costs and improved indoor air quality.

These choices foster long-term health benefits and create a resilient home that offers genuine value over minimum-standard builds.

A Shared Vision for The Village

By adhering to these design standards, your new home is contributing to Ginninderry's shared vision for a sophisticated, sustainable, and resilient urban community. These requirements ensure that every home in The Village benefits from a high-quality streetscape, enhanced privacy, thermal comfort and lower-cost living.

Prioritising architectural and environmental performance today ensures your investment can remain a sanctuary for years to come.

We look forward to working with you and your design team to bring your new home to life within The Village at Ginninderry.

Part 4: Design and Compliance Requirements

The Design Requirements in this document will be used to assess your Design Approval. This document can be used as a checklist for your design to ensure your new home is complying with The Village Housing Design Requirements.

1. Roof Design

Roof styles and pitches are refined to promote a contemporary profile, ensuring architectural consistency and harmony across the urban streetscape.

Homes must have a roof type that complies with the following:

- ☐ Gable roof with a minimum pitch of 25-35 degrees
- ☐ Skillion Roof with a pitch of 15 degrees (or 2.5 degrees where enclosed by a parapet).
- ☐ Parapets are permitted to Garages with a maximum parapet height of 3.5m from Finished Ground Level.
- ☐ Parapets must fully conceal the roof form, returning down all elevations to fully conceal roof pitch and gutters.
- ☐ Multi-storey homes may use complying parapet roof designs to the dwelling and garage.
- ☐ Single storey homes are permitted complying parapets to garages only.
- ☐ Faux and raked parapets are not permitted.
- ☐ The roof of a dwelling or garage is not permitted to fall toward a side boundary where the boundary setback is less than 900mm.
- ☐ Roofs to dwellings and garages within 900mm of a boundary must fall to the front or rear of the block (away from an adjoining inter-allotment boundary).
- ☐ Other roof forms are not permitted within The Village.

Duplex Blocks:

- ☐ Duplex blocks must be an integrated design with an adjoining wall system. Roof falls must fall to the street or rear of block and not to inter-allotment side boundaries.

1.2 Roof Colour

Roof colours in The Village are a curated selection of mid to light tones to assist in reducing the urban heat island effect. These specifically selected colours prioritise thermal performance and climate resilience while maintaining a sophisticated, cohesive aesthetic across The Village.

- ☐ Permitted roof colours are listed in the Exterior Material Palette in Part 5.
- ☐ Permitted roof cladding styles are listed in the Exterior Material Palette in Part 5.
- ☐ A single roof colour and roof cladding style must be used for the whole dwelling.
- ☐ Roof colours outside of the Exterior Material Palette at Part 5 are not permitted in The Village.

1.3 Eaves, Awnings & Shade

Cantilevered elements are designed to provide functional weather protection and solar relief while adding essential depth and shadow to the building's exterior.

- ☐ Eaves must have a minimum depth of 600mm on all facades of the dwelling. Eaves depth is measured from the outer face of cladding/masonry.
- ☐ Where eaves are not provided, windows and doors to any conditioned room are required to have a sunhood, awning or pergola for solar and weather protection on all facades of the dwelling.
- ☐ Consider the use of projections and cantilevers to upper floors to provide shading to lower floor windows and doors.

1.4 Windows and Glazing

Glazing configurations favour a clean, modern aesthetic with a vertical emphasis to draw in natural light and enhance the home's contemporary proportions.

- ☐ Windows on primary street frontages, including sliding door units, must be more vertical in proportion (height > width).
- ☐ Sliding windows are prohibited on all public facing façades. Acceptable styles include awning, casement, and tilt & turn.
- ☐ Sliding doors on public facing facades must include a minimum of three sections (two-panel sliders are not permitted).
- ☐ Obscure windows are not permitted to front facing facades.
- ☐ Horizontal window slots are not permitted to public facing facades.
- ☐ Double glazing is required to all windows.
- ☐ Thermally broken aluminium or uPVC framed windows are strongly encouraged due to their exceptional thermal and acoustic performance in Canberra's climate.

1.5 Dwelling Entry

All dwellings must feature a usable, articulated entry porch and a separate pedestrian pathway on their primary frontage to encourage public-private engagement and strengthen the sense of neighbourhood community.

- ☐ A covered entry porch with minimum dimensions of 1.5m x 2.1m is mandatory for all homes.
- ☐ Dwellings may be required to be setback further than the minimum allowable front setback to provide a useable porch area to the primary street frontage.
- ☐ Blocks with dual frontages to a laneway require a second entry point and from the laneway.
- ☐ Secondary porch entries to laneway frontages must be covered with a minimum dimension of 0.9m x 0.9m
- ☐ The front door of each dwelling must be clearly visible from a public street or laneway. For block frontages of 14.0m or less, entries to the side of the home may be considered on Architectural Merit.
- ☐ Entry posts and porch supports must be lightweight, masonry piers are not permitted. Timber or metal posts have a minimum dimension of 150mm x 150mm.
- ☐ A separate path from the front boundary to the porch entry is required for all dwellings.

1.6 Façade Composition and Materials

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.

Façade Articulation:

- ☐ Façade articulation must be provided in the design using wall offsets and projections including features such as blade walls, bay windows, shading and awning elements, decks and balconies.
- ☐ All sides of the dwelling must be treated with equal importance and comprised of equal quality materials.
- ☐ Façade articulation and material treatments must be used in genuine proportions and balance the entire façade. Isolated token uses of articulation or materials will not be accepted.
- ☐ Reproduction styles or historical Architectural styles are not permitted.
- ☐ Dwellings with identical facades and/or colour schemes are not permitted where adjacent to each other (excluding Duplex Blocks). In the event two applications request the same façade design or colour scheme, approval will be granted to the first application received.

Façade Materials & Colours:

- ☐ Façade colours must be selected from within the Exterior Material Palette at Part 5
- ☐ All street and public facing facades of dwellings must include a minimum of two complementary materials chosen from the Exterior Material Palette at Part 5.
- ☐ Alternate façade 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.
- ☐ The use of foam cladding materials is strongly discouraged. Where proposed, a maximum of 15% of thedwelling's facades may comprise of foam cladding elements.
- ☐ 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.
- ☐ 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.

External Brickwork:

- 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 5 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 Application:

- Single storey homes may have a maximum brickwork height of 2.4m with lightweight cladding used for the remainder of the dwelling on all facades of the dwelling.
- Garages may have full height brickwork.
- Multi-storey homes may have brickwork to the ground floor level and garage only with lightweight cladding used for the remainder of the dwelling on all facades.

1.7 Corner blocks and multiple frontages

Secondary frontages are designed to contribute meaningfully to the public realm, ensuring a consistent and high-quality streetscape from all facades.

- Frontages to streets, public open space and laneways must be addressed in the same manner as primary frontages.
- Homes with more than one public frontage must address all frontages through articulation and material usage.
- Secondary public facing frontages must have a maximum 5.0m unarticulated wall length.
- Articulation of a minimum depth of 1.0m must be provided. The roof form must step with the dwelling's articulation (no under eave extensions or cut off eaves).
- 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.
- House design on corner blocks must incorporate one of the following:
  - extension of the entry porch to incorporate a verandah to wrap the corner
  - wrap-around corner windows with hoods, awnings or eyebrows
  - wrap-around decking
  - wrap-around balcony

1.8 Garages and Driveway

Vehicle access and storage are integrated to remain secondary to the dwelling's architecture, ensuring a clean and consistent streetscape.

- Blocks under 12.5m wide are permitted a single width driveway crossover and maximum 3.0m wide garage door.
- For all other blocks, garage doors can be panel lift or tilt-up only with a maximum width of 4.8m.
- Roller doors are not permitted to frontages including rear laneways.
- Plain concrete or a maximum of 3% grey oxide pigment is permitted to driveways on the verge and on the block.

1.9 Dwelling layout

Internal and external spaces are arranged to capture optimal northern sunlight and provide practical, private zones for year-round comfort.

- Rooms fronting the street must primarily be habitable (ie. living rooms, lounge rooms, bedrooms, study) to provide a direct visual connection with the street through the use of windows.
- Windows must provide solar access to primary living spaces which are oriented to the north to maximise solar access during winter.
- A primary living space such as living rooms, dining room or kitchen must receive solar access via a window.
- Finished floor to finished ceiling height to all living spaces must be a minimum of 2.7m.

1.10 Slope, Site Cut & Retaining

Dwellings must be designed to respect the natural topography of the land, using split-level designs to minimise excavation and heavy site modification.

- ☐ Blocks with 1.5m or greater level change across the whole block must incorporate a split-level design to adequately address the majority of slope on the block.
- ☐ Cut dominant responses to block slope are not permitted.
- ☐ All retaining wall heights will be measured from the Site Cut level at the underside of the slab.
- ☐ Downward sloping blocks are permitted a maximum of one 700mm height front retaining wall.
- ☐ Upward sloping blocks are permitted a maximum of one 1.0m rear retaining wall.
- ☐ Cross slope must be addressed by split level design between dwelling and garages.
- ☐ The maximum front fill retaining wall height is 1.0m. Front retaining walls may be terraced with planting zones provided between tiers.
- ☐ All required retaining walls, must be shown on the site plan and elevations.
- ☐ All retaining walls, footings and drainage must be constructed within the block boundary by offsetting the wall a minimum of 300mm from property boundaries.
- ☐ Drainage through retaining walls / weep holes must be connected to the stormwater network and must fall within the block boundary.
- ☐ Retaining walls in front of the home and where visible to the public realm must be constructed of an approved material from the External Material Palette at Part 5.
- ☐ Common retaining walls between adjoining blocks are not permitted. Each block's owner is responsible for constructing their own walls.
- ☐ The Natural Ground Level of the boundary must not be altered as a result of a site cut or fill.
- ☐ The maximum height of a combined front retaining wall and courtyard fence is 2.2m.
- ☐ Courtyard fencing must be offset by 600mm from retaining walls over 1.0m to allow planting.

1.11 Fencing & Landscaping Elements

Gardens integrate seamlessly with the public realm through the use of natural materials, structured fencing, and soft landscaping. Ginninderry will provide a front garden landscape package for compliant dwellings only. A fencing plan must be provided with your application demonstrating the following required fencing and landscaping elements:

- ☐ A separate path from the block's front boundary to the porch area must be provided to each dwelling.
- ☐ 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 5.
- ☐ 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 façade in a colour listed in the Exterior Material Palette at Part 5.
- ☐ 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.

1.12 Sustainability

Dwellings are specified to achieve high thermal performance and reduced environmental impact, maintaining Ginninderry's commitment to sustainable urban living. These standards ensure every home is equipped for energy efficiency and long-term climate resilience.

- ☐ Your home must achieve a minimum 7 star NatHERS Rating, 7.5 stars is strongly encouraged. NatHERs generated certificates and stamped plans are required for Design Approval. Non-Accredited NatHERs Certificates will be reviewed by an accredited assessor if required.
- ☐ Minimum solar (PV) system size requirements apply to the following block sizes (m2):
  - ○ ≤ 250 2kW
  - ○ 251 ≤ 350 3kW
  - ○ 351 ≤ 500 4kW
  - ○ > 500 5kW
- ☐ One of the following approved home energy management systems must be installed and commissioned:
  - ○ Evergen
  - ○ Reposit (only available if installing a solar battery)
- ☐ Your solar inverter must be compatible with the home energy management system selected above.
- ☐ A solar or heat pump hot water system must be installed. Instantaneous electric, gas and electric storage hot water systems are not permitted.
- ☐ Hot water systems must have a temperature application range appropriate for the Canberra Climate including operation with outdoor air temperatures of as low as -5°C.
- ☐ If installed Reverse Cycle Air Conditioning Systems must have the following -5˚C specifications:
  - ○ Energy Efficiency Ratio (EER) of ≥ 3.1 for the cooling cycle
  - ○ Coefficient of Performance (COP) of ≥ 3.5 for the heating cycle
  - ○ Sound Pressure Level (SPL) of outdoor unit of ≤ 57dBa at 1.0m for both heating and cooling cycle
  - ○ Able to operate with outdoor air temperatures of -10°C (heating) and 45°C (cooling)
- ☐ Minimum rain water tank size (L) requirements apply to the following block sizes (m2):
  - ○ ≤ 250 no minimum requirement
  - ○ 251 ≤ 350 2,000
  - ○ 351 ≤ 599 4,000
  - ○ 600≤ 800 8,000
  - ○ ≥ 801 10,000
- ☐ Water efficient fixtures and fittings must be installed with the following minimum star rating in accordance with the Water Efficiency Labelling and Standards (WELS) Scheme:
  - ○ Showerheads: 3 star with flow rate 9L/min or less
  - ○ Tapware in kitchen and wet areas: 4 star
  - ○ Toilets: 4 star
- ☐ Solar panels and rooftop hot water systems must sit flush with the roof pitch if located to the front of the house. Aerials, satellite dishes and antennas must be located to the rear or side of the house.

1.13 Services & Ancillary Structures

Utility elements and external structures are concealed or integrated into the building's design to maintain a clean, uncluttered exterior.

- ☐ Water meters, electrical meters and NBN cabinets must be integrated within the building wall or screened from the street.
- ☐ Solar panels and rooftop hot water systems must sit flush with the roof pitch if located to the front of the house. Aerials, satellite dishes and antennas must be located to the rear or side of the house.
- ☐ Heat pump hot water systems, air conditioning units, rainwater tanks and clothes drying lines are to be located to the rear or side of the house and must be screened from street view.
- ☐ A dedicated bin storage area is required for three bins (general waste, recycling and garden waste). This can either be within the garage or behind the street fronting fence.
- ☐ Sheds and outdoor structures can only be located in the rear yard and must not be visible from the street and public spaces.

1.14 Beyond the Minimum: Designing for Performance

Ginninderry encourages a shift in focus from large floor areas to the enduring quality and health of the home.

By prioritising airtightness, superior insulation, and high-performance glazing over non-essential aesthetic finishes, dwellings can achieve significantly higher thermal comfort and lower daily running costs.

Investing in multifunctional spaces over single-use rooms and passive solar design maximising the benefit of your block's orientation, you can ensure that your well designed, well-built home outperforms a building constructed only to minimum standards.

This approach fosters a healthier living environment with improved indoor air quality and long-term occupant wellbeing, creating a resilient home that offers genuine value and sustainable, low-cost living.

1.15 Merit Based Approval

In instances where a concept or design may not sit within the framework of these Design Requirements, a Merit Based Assessment may be considered. The proposal will be assessed each of the below demonstrable criteria that encourage resilience, sustainability, innovation and architectural brilliance:

- ☐ Site Appreciation: the design must consider house siting, orientation of the dwelling, solar access and light penetration.
- ☐ Architectural Merit: the architectural detailing must be well resolved and understood, enhancing the building performance and offering a sustainable design approach not simply stylistic features.
- ☐ Sustainability: rainwater tank size, solar panel (PV) size, water fixture ratings, appliance ratings, slab edge insulation and window performance must be above the minimum standards set within this document.
- ☐ Efficiency: must achieve a NatHERS rating of 8.0 or higher. Certificates will be reviewed by an accredited assessor as required.
- ☐ Innovation: innovative building technologies such as electric vehicle readiness, solar battery readiness, alternate void formers such as Biax or Visy pods, slab edge insulation or a lower embodied carbon design approach.

1.16 Construction Practices

As the land owner, you are responsible for the Construction Practices of your builder on your site. It is recommended that you include the following requirements in your Build Contract. This includes (but is not limited to) provisions to ensure that your builder is responsible for sediment and erosion control, site and waste management and repairs to surrounding public areas including the verge, street trees, footpath and services damaged during construction.

Ginninderry's Project Estate Manager will monitor sites during construction. If your building is seen to not be complying with the following requirements you may be provided with a warning letter or compliance bond deduction.

Temporary Site Fencing:

- ☐ On settling on your block, you should fence your site with temporary construction fencing to secure access and prevent dumping.

Sediment & Erosion Control:

- ☐ The measures shown on the approved Sediment and Erosion Control Plan must be established prior to commencing any construction.

Drainage:

- ☐ Adequate drainage must be provided to ensure that there will not be any concentrated overland flow from the block during or after construction.
- ☐ Adequate soil and stormwater management controls are maintained until the landscape on the block is established.

Air & Noise Pollution:

- ☐ All ACT Government requirements relating to air and noise pollution, including but not limited to the minimisation of dust, appropriate noise thresholds and hours of operation must be adhered to.
- ☐ Under no circumstance must waste material be burnt on site.

Construction and Demolition Waste:

- ☐ During construction on the block, builders must establish and maintain a waste enclosure or waste containment area on the block.
- ☐ All building materials and waste stock piles must be fully enclosed to prevent material being blown off the block.
- ☐ All building materials and waste stock piles must be located within the block and clear of verges. You must obtain approval from TCCS (Transport Canberra and City Services) if you wish to store material on the verge or other Territory owned land.

Part 5:
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.

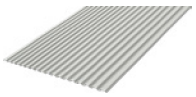
Mandatory Elements

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 ORB



LYSAGHT KLIP LOK



LYSAGHT SPANDEK



LYSAGHT TRIMDEK

Façade colour

DULUX WINDSPRAY | DULUX GAMELAN | DULUX BLUEGUM | DULUX CAPITAL GREY | DULUX SOUTHERLY | DULUX DUNE

DULUX EVENING HAZE | DULUX SURFMIST | DULUX ANTIQUE WHITE USA

Windows

MONUMENT

WOODLAND GREY

APO GREY

DUNE

PAPERBARK

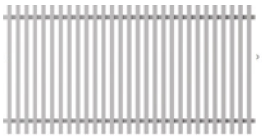
SURFMIST

Front Courtyard Fencing

SURFMIST

DUNE

Front Fencing Materials



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



SAN SELMO CLASSICO LIMEWASH

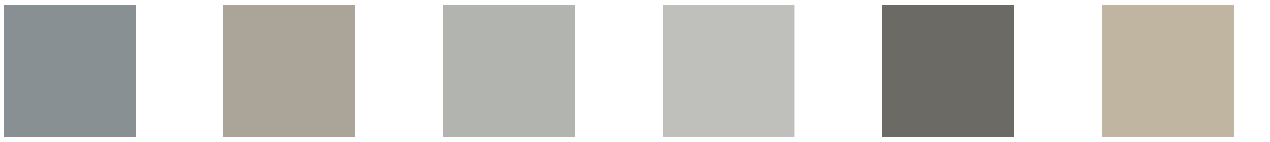
SAN SELMO SMOKED OPAQUE SLAT

AUSTRALIS COORONG

BOWRAL HIGHLANDS PENROSE

Garage doors

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



BLUEGUM

DUNE

SHALE GREY

SOUTHERLY

WALLABY

EVENING HAZE

SURFMIST

WINDSPRAY

Cladding

FC WALL CLADDING PRE-FINISHED


CEMINTEL WOODLANDS GREY GUM

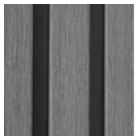

CEMINTEL WOODLANDS LIME


CEMINTEL WOODLANDS TEAK


CEMINTEL WOODLANDS BIRCH

CEMINTEL BARESTONE

COMPOSITE WALL CLADDING


COEN CASTELLATED SHALE GREY


COEN CASTELLATED MARINE TEAK


COEN CASTELLATED BEACH


COEN SHIPLAP SHALE GREY


COEN SHIPLAP MARINE TEAK


COEN SHIPLAP BEACH


EKODECK SHIPLAP HAZELWOOD


EKODECK CASTELLATED HAZELWOOD


EKODECK CASTELLATED BLONDE OAK

FC WALL CLADDING RAW

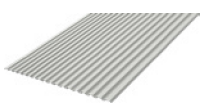

WEATHERTEX WEATHERGROOVE WOODSMAN 75MM


WEATHERTEX WEATHERGROOVE WOODSMAN 1200MM

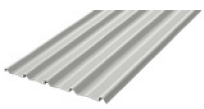

JAMES HARDIE AXON


JAMES HARDIE PRIMELINE WEATHERBOARD

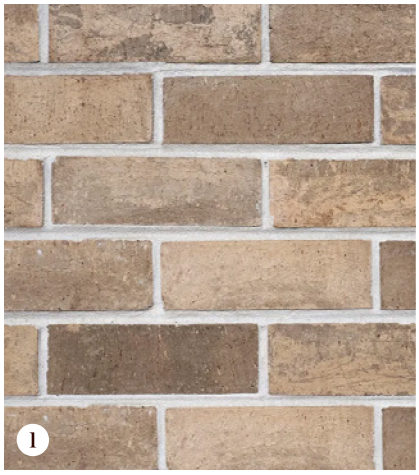
METAL WALL CLADDING


LYSAGHT PANELRIB


LYSAGHT SPANDEK


LYSAGHT TRIMDEK

Sample Colour Schemes







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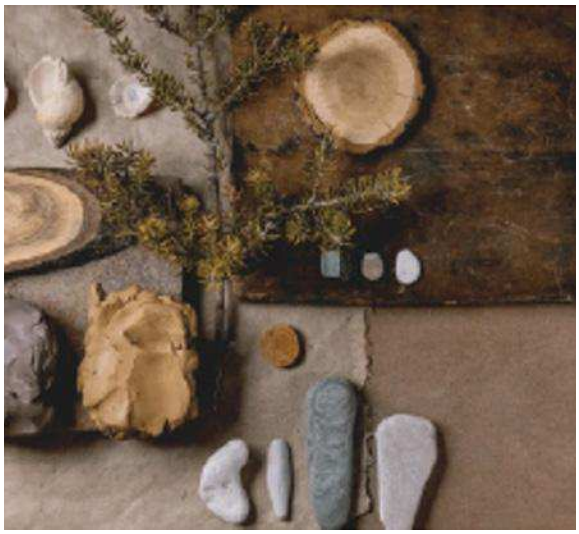
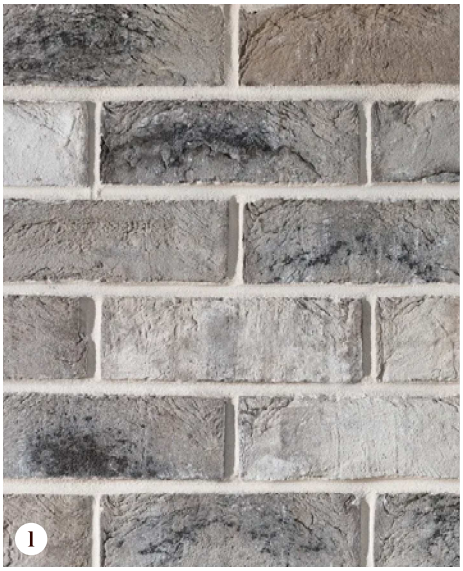


1. Material Palette

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













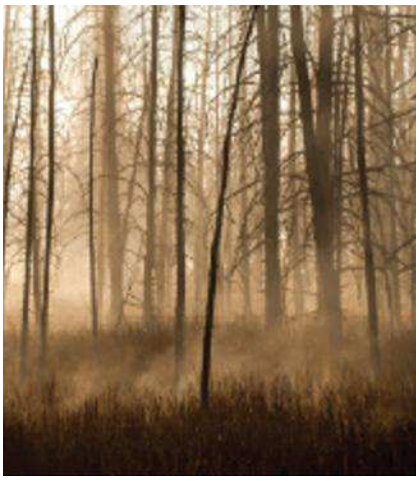


2. Material Palette

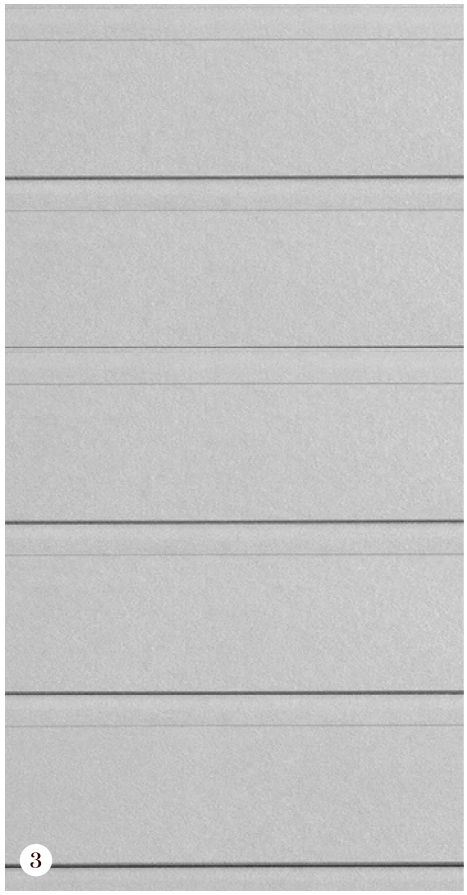
1 Brick	San Selmo Smoked - Opaque
2 Composite cladding	Slat
3 Fibre cement cladding	Shiplap - Hazelwood
4 Paint colours	Shiplap - Shale Grey
5 Roof colour	Southerly
6 Windows, flashing & trims	Apo Grey













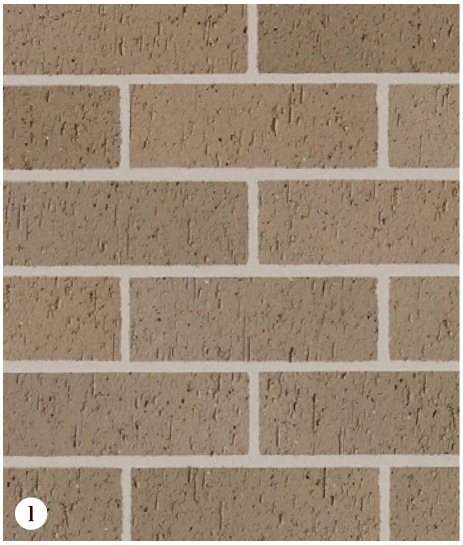






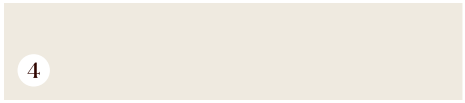
3. Material Palette

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





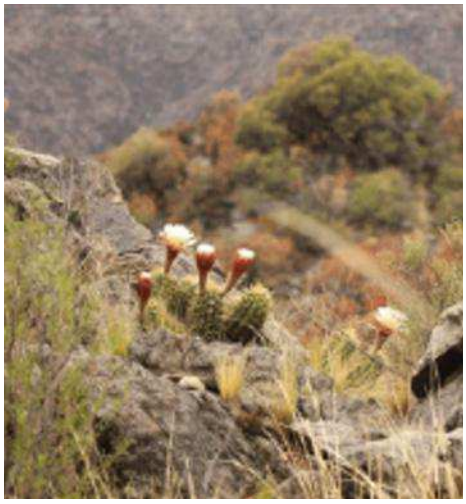








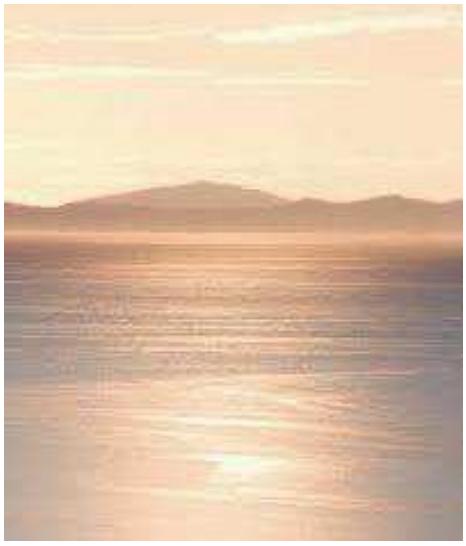




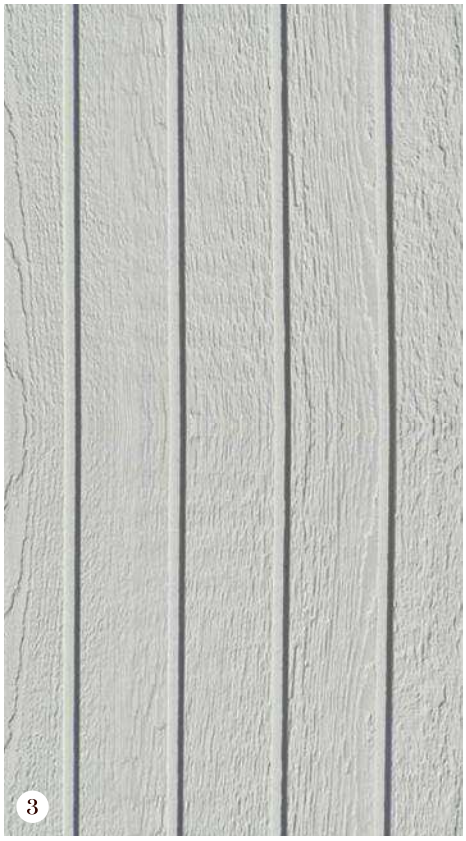
4. Material Palette

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











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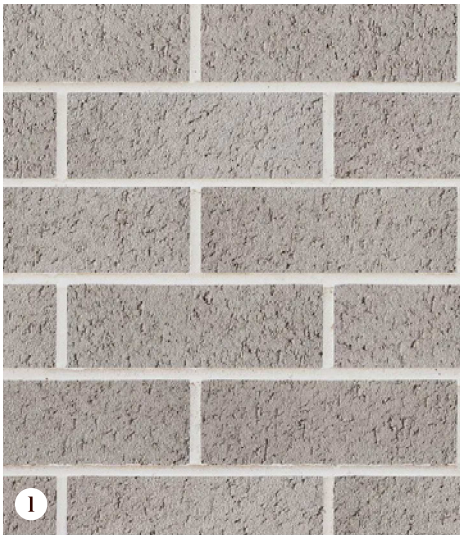
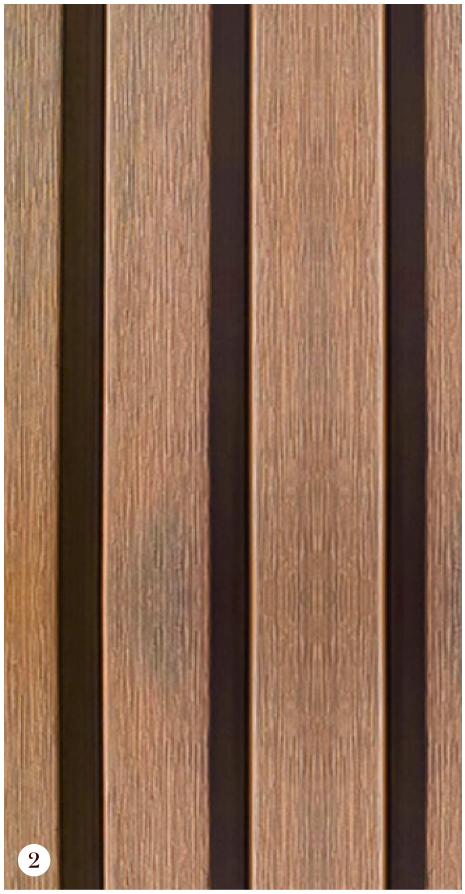
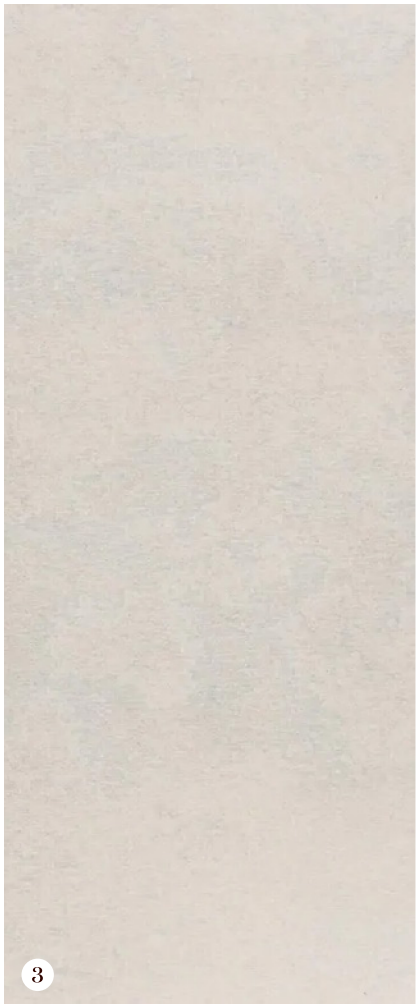
5. Material Palette

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











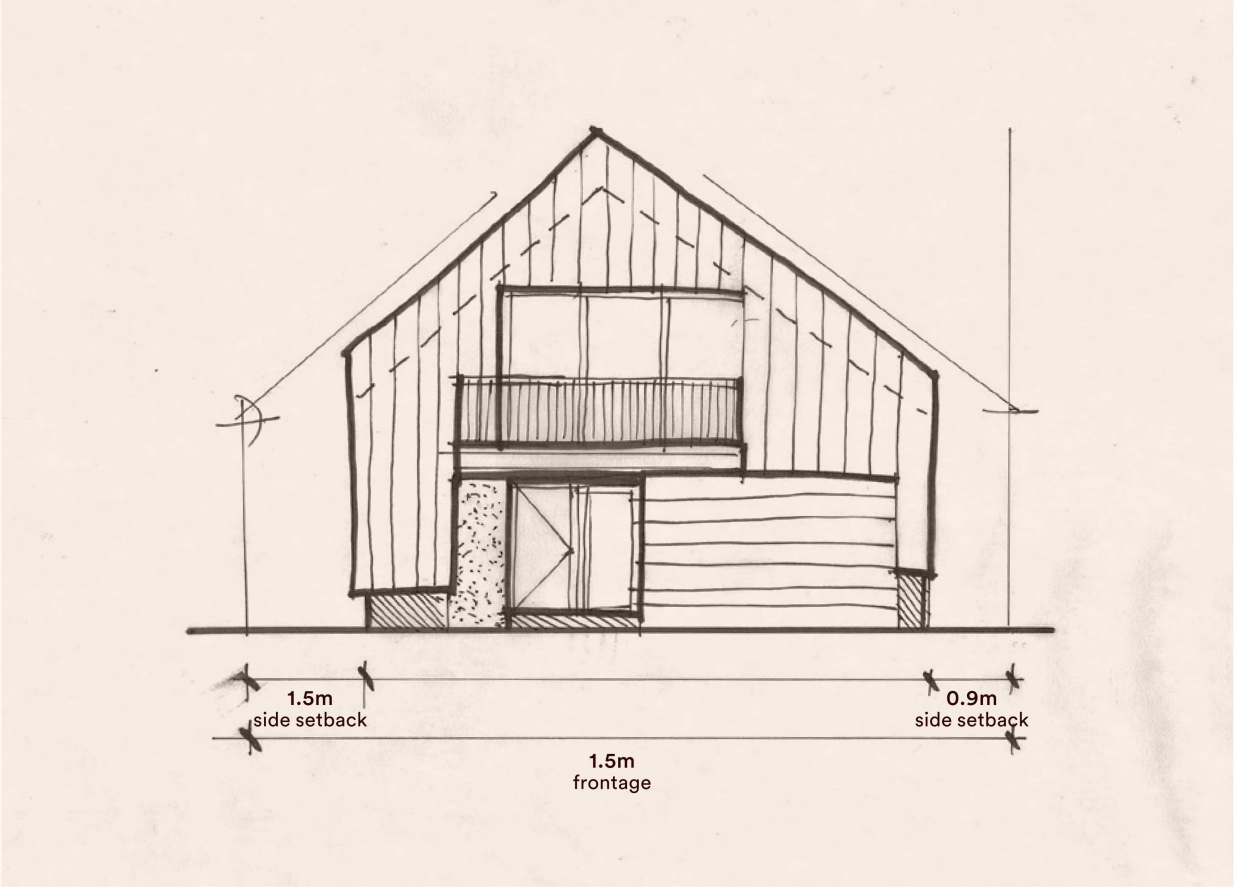


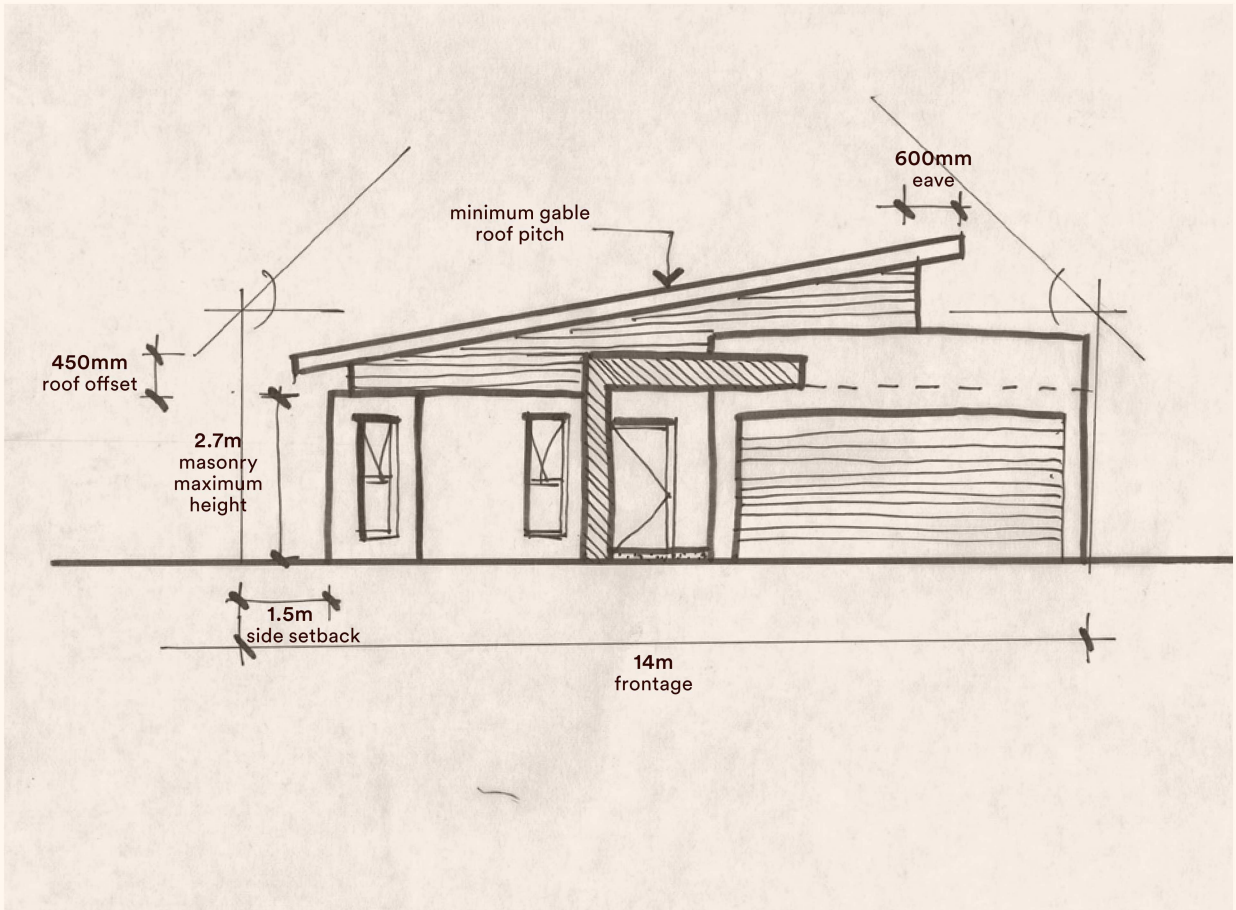


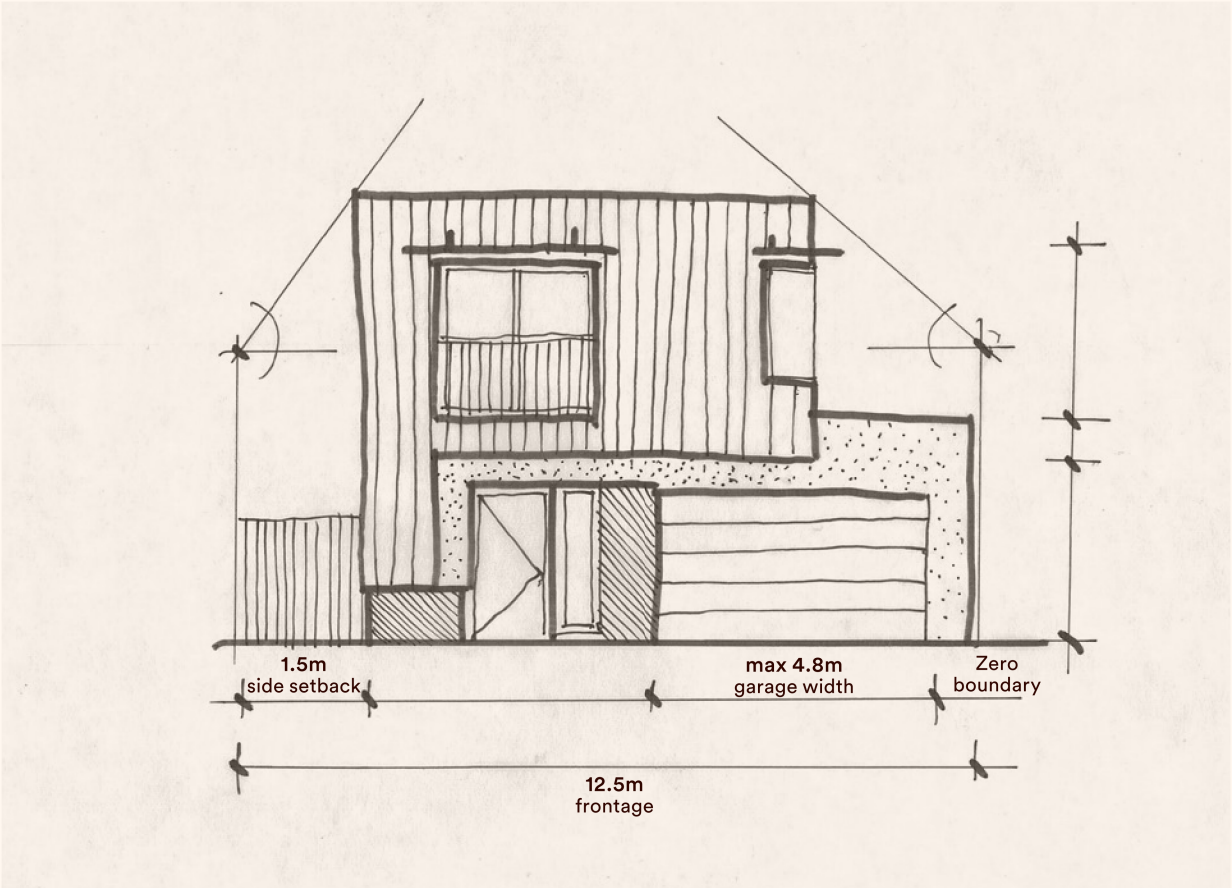
6. Material Palette

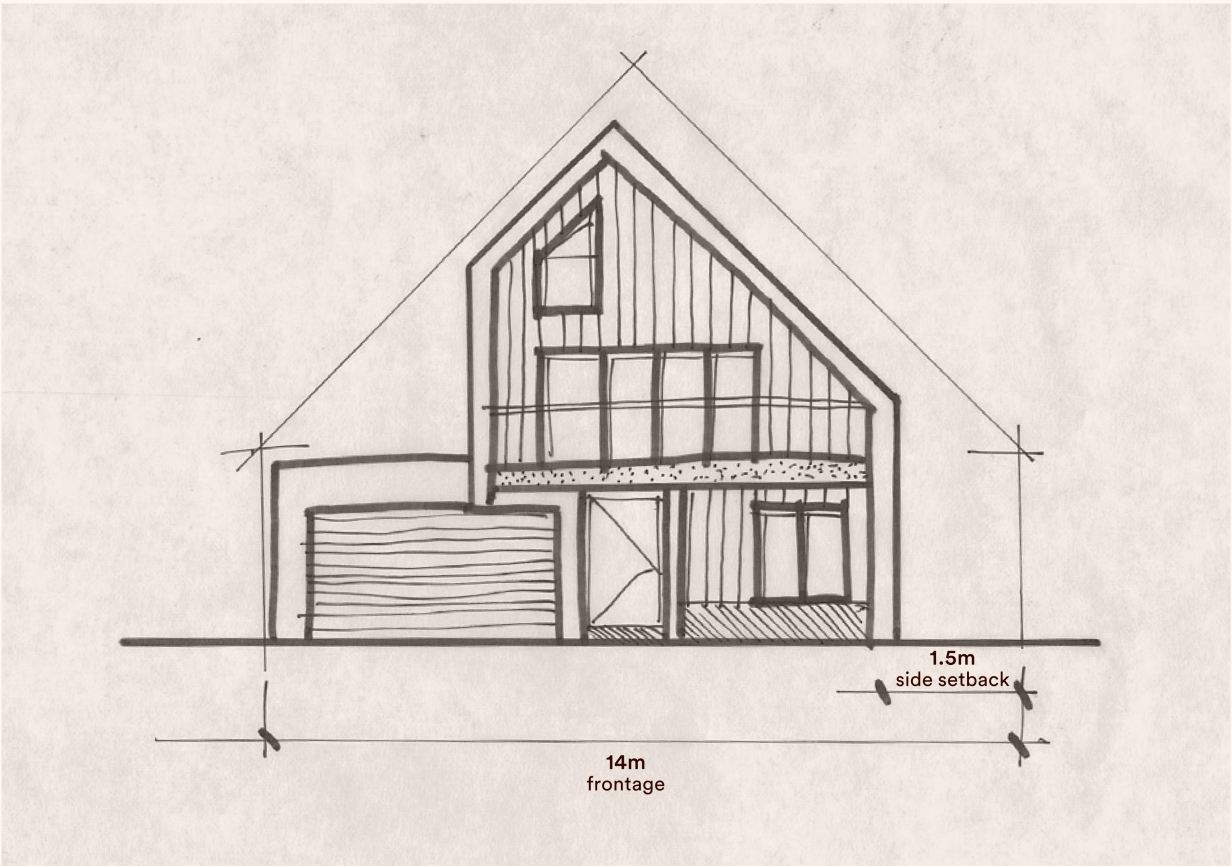
1 Brick	Urban One - Silver
2 Composite cladding	Castellated - Marine Teak
3 Fibre cement cladding	Weathergroove - Woodsman 75mm
4 Paint colours	Shale Grey
5 Roof colour	Woodland Grey

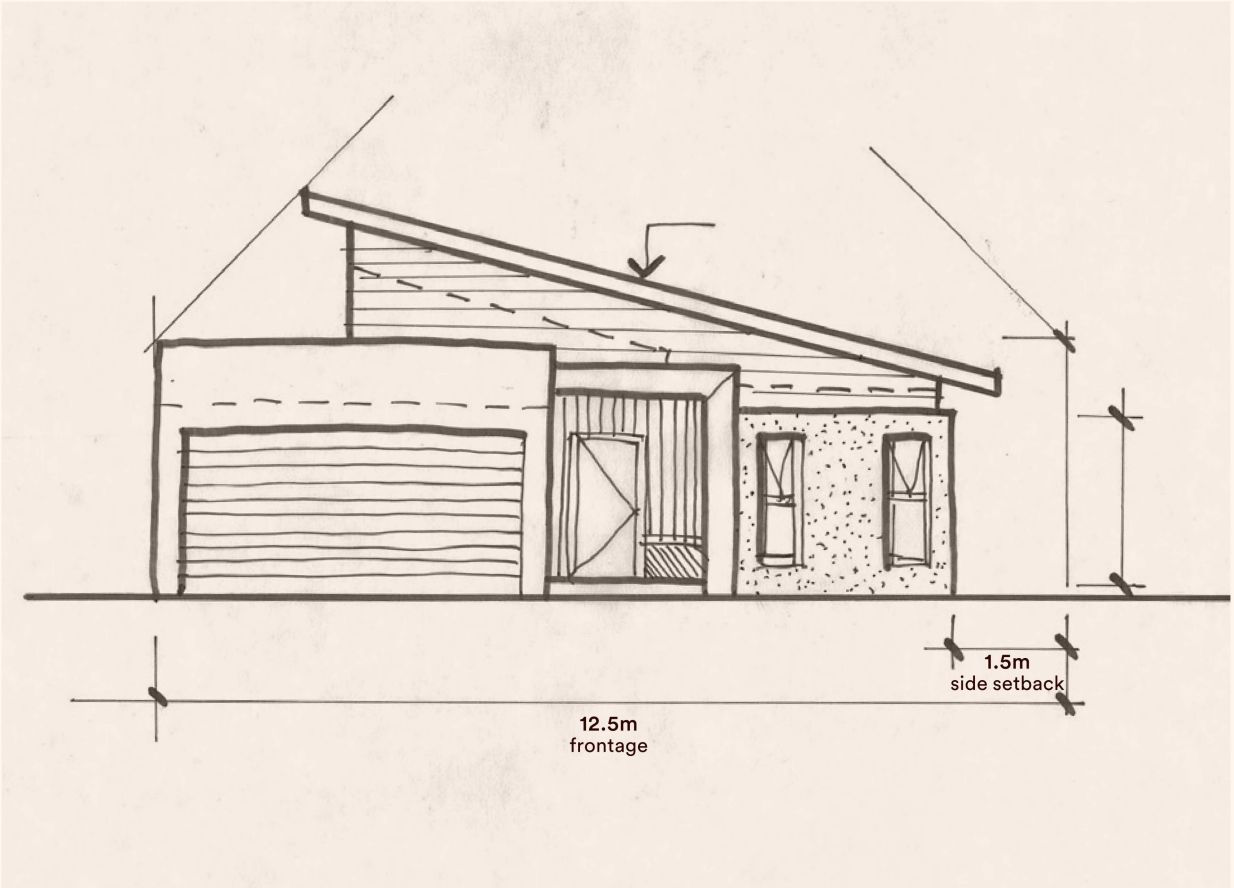
Façade Controls






1.5m
side setback
max 4.8m
garage width
Zero
boundary
12.5m
frontage


1.5m
side setback
14m
frontage


1.5m
side setback
12.5m
frontage

Part 6: 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.



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

Australian Government
Australian Taxation Office

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**.