

**SUBURBAN LAND AGENCY
FIRST GRANT CONTRACT – LAND READY AND
DWELLING CONSTRUCTION SCHEDULE**



ACT
Government

Suburban Land
Agency

DATE OF THIS CONTRACT				
LAND		Block	Section	Division
				North Wright
		[Street Address]		
OCCUPANCY		Vacant Possession		
CO-OWNERSHIP	Mark one <i>See clause 14</i>	<input type="checkbox"/> Tenants in common (<i>Show shares</i>)		<input type="checkbox"/> Joint Tenants
SELLER	Full name ACN/ABN Address	Suburban Land Agency 27 105 505 367 480 Northbourne Avenue, Dickson ACT 2602		
SELLER'S SOLICITOR	Firm	BAL Lawyers		
	Ref	Benjamin Grady		
	Phone	02 6274 0999		
	Address	GPO Box 240 Canberra City ACT 2601		
	Email	sla@ballawyers.com.au		
BUYER	Full Name ACN/ABN Address Email			
BUYER'S SOLICITOR	Firm			
	Ref			
	Phone			
	Fax			
	DX/Address			
	Email			
RESIDENTIAL WITHHOLDING TAX		New residential premises?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Potential Residential Premises?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		RW Amount required to be paid?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
PRICE	Price Less Deposit Balance	\$ \$ \$	(inclusive of GST) (5% of Price)	
EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE	<i>See clause 3</i>	The date that is 60 calendar days after the Sunset Date, subject to clause 3.5.		
DATE FOR COMPLETION	<i>See clause 4</i>	Refer to Clause 4.2		
STANDARD ANNEXURES	Documents annexed to this Contract	Annexure A – Specimen Crown Lease Annexure B – Deposited Plan Annexure C – Development Plans Annexure D – Dwelling Plans Annexure E – Inclusions List Annexure F – Energy Efficiency Rating Annexure G – Colour Scheme Schedule Annexure H – Clearance Certificate Annexure I – Eligibility Deed Annexure J – Construction Warranties		

SPECIAL CONDITIONS	<i>Indicate whether any special conditions apply</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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READ THIS BEFORE SIGNING			
Before signing this contract, you should ensure that you understand your rights and obligations. You should obtain accounting, financial, and legal advice before signing this contract.			
Authorised Delegate of the Suburban Land Agency signature:		<i>If an individual</i> Buyer signature:	
Delegate name:		Buyer name:	
Witness signature:		Buyer signature:	
Witness name:		Buyer name:	
		Witness signature:	
		Witness name:	
		<i>If a company</i>	Executed in accordance with s127 Corporations Act 2001 (Cth)
		Director/Secretary Signature:	
		Director/Secretary Name:	
		Director Signature:	
		Director Name:	

COOLING OFF PERIOD

1. The Buyer may rescind this Contract at any time before 5pm on the 5th Working Day after the Date of this Contract by giving written notice to the Seller except if paragraph 2 applies.
2. There is no cooling off period if:
 - (a) the Buyer is a corporation;
 - (b) the Property is sold by tender;
 - (c) the Property is sold by auction;
 - (d) the Contract is made on the same day as the Property was offered for sale by auction but passed in, and the Buyer was recorded in the bidders record at the auction as a bidder or a person for whom a bidder was bidding; or
 - (e) the Buyer gives the Seller a written certificate signed by a lawyer in the form required by the *Civil Law (Sale of Residential Property) Act 2003* (ACT) waiving the cooling off period.
3. If the Buyer exercises the cooling off right by rescinding this Contract in accordance with paragraph A, then the Buyer forfeits 0.25% of the Price to the Seller, and the Seller is required to return the balance of the Deposit within 15 Working Days of the date this Contract is rescinded.

SECTION 17 CERTIFICATE

I _____ of _____

certify as follows:

1. I am a lawyer as defined in the *Legislation Act 2001* (ACT).
2. I am giving this certificate for the purpose of s.13 of the *Civil Law (Sale of Residential Property) Act 2003* (ACT) (the **Act**) and in respect of a contract between Suburban Land Agency (the **Seller**) and **[BUYER]** (the Buyer) for the sale of residential property known as:

(street address)

being, Block _____ Section _____ Division North Wright (the **Contract**).

3. I do not act for the Seller nor am I a member or employee of a firm of which the lawyer acting for the Seller is a member or employee.
4. This certificate is given pursuant to s.13 of the Act.
5. I have explained to the Buyer:
 - (a) the nature of this certificate; and
 - (b) the effect of signing and giving this certificate to the Seller is that the Buyer waives the cooling off period in respect of the Contract.

Dated:

.....
Signature

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 Buyer 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):			An amount equivalent to 7% of the Price
	Is any of the consideration not expressed as an amount in money?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	If 'Yes', the GST inclusive market value of the non-monetary consideration:			Not Applicable
	Other details (including those required by regulation or the ATO forms): Not Applicable			

1. GRANT OF THE LEASE

- 1.1 The Seller, as delegate of the Territory Planning Authority and on behalf of the Commonwealth of Australia will grant, or will procure the grant of, the Lease to the Buyer on Completion.
- 1.2 The Lease will be granted substantially upon the same terms and conditions as set out in the Specimen Crown Lease.

2. TERMS OF PAYMENT

- 2.1 The Buyer must pay the Deposit to the Seller on the Date of this Contract.
- 2.2 The Deposit may be paid by cheque, EFTPOS, EFT or by Deposit Bond or Bank Guarantee in accordance with clause 3.
- 2.3 The Deposit is released to the Seller (when paid) and becomes the Seller's property absolutely (being part payment of the Price).
- 2.4 If the Deposit is:

- (a) not paid on time in accordance with clause 2.2;
- (b) paid by cheque, which is not honoured on first presentation; or
- (c) paid by EFTPOS or EFT and is not received as cleared funds in the Seller's account within 2 Working Days of the Date of this Contract,

the Buyer is in default of an essential term and the Seller may terminate this Contract immediately by giving written notice to the Buyer, without the notice otherwise necessary under clause 26, and clause 27 will apply.

- 2.5 Any money payable to the Seller by the Buyer must be paid to the Seller or as the Seller's Solicitor directs in writing.
- 2.6 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 will account to the Buyer for the Deposit, or part thereof, paid by the Buyer under this Contract.

- 2.7 The Seller is not liable to pay interest on the Deposit, or part thereof, if refunded to the Buyer pursuant to clause 2.6, provided that the Deposit is refunded to the Buyer within 15 Working Days of the date this Contract is rescinded or terminated by the Buyer due to the Seller's default.
- 2.8 The payment of the Deposit by the Buyer to the Seller does not create a charge over the Property to the value of the Deposit or any other amount.
- 2.9 On 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.

3. DEPOSIT BOND AND BANK GUARANTEE

- 3.1 The Deposit may be paid by way of a Deposit Bond or Bank Guarantee provided that at least 5 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; and
 - (b) provides the Seller with a copy of the proposed Deposit Bond or Bank Guarantee for approval,

and the Seller approves the proposed Deposit Bond or Bank Guarantee.

- 3.2 The Deposit Bond or Bank Guarantee must show the Seller as the beneficiary of the Deposit Bond or Bank Guarantee and have an expiry date of no earlier than the Earliest Date of Expiry of Deposit Bond or Bank Guarantee.
- 3.3 Upon the Buyer paying the amount stipulated in the Deposit Bond or Bank Guarantee to the Seller by unendorsed bank cheque on Completion, the Seller will return the Deposit Bond or Bank Guarantee to the Buyer.
- 3.4 The Buyer is in default if:
- (a) the Deposit Bond or Bank Guarantee has an expiry date prior to the Earliest Date of Expiry of Deposit Bond or Bank Guarantee and 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;
 - (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 administration.
- 3.5 If 30 calendar days prior to the expiration of the Deposit Bond or Bank Guarantee, Completion has not occurred, and the Seller has varied the Sunset Date in accordance with clause 5.4, then Buyer must promptly deliver to the Seller either:
- (a) a Deposit Bond or Bank Guarantee in identical terms with an expiry date no less than sixty (60) calendar days after the varied Sunset Date; or
 - (b) an unendorsed bank cheque for the amount covered by the Deposit Bond or Bank Guarantee,

else the Buyer will be in default.

- 3.6 If the Buyer is in default under clause 3.4 or clause 3.5 it will be deemed to be a failure by the Buyer to pay the Deposit under clause 2, and the Seller may terminate this Contract immediately by written notice to the Buyer without the notice necessary under clause 26, and clause 27 will apply.

4. DATE FOR COMPLETION

- 4.1 Completion must take place in Canberra on the Date for Completion or as otherwise determined by the Contract and if not specified or determined, within a reasonable time and at a time during normal business hours nominated by the Seller.
- 4.2 The Date for Completion is the date that is 42 calendar days from the date the Seller serves the Lease and Certificate of Occupancy for the Works on the Buyer as if it were a notice served in accordance with clause 35.
- 4.3 The Buyer may seek an extension to the Date for Completion by submitting a request in writing to the Seller's Solicitor (the Extension Request), which must:
- (a) state the period by which the Buyer seeks to extend the Date for Completion;
 - (b) state the reason for the Extension Request; and
 - (c) be accompanied by either:
 - (i) a cheque for the sum of \$440 (inclusive of GST) in favour of the Seller; or

- (ii) remittance advice for an electronic funds transfer of the sum of \$440 (inclusive of GST) to the Seller's Solicitor,

to be applied against the legal costs and disbursements incurred by the Seller in considering the Extension Request (the Extension Fee).

4.4 Upon receipt of the Extension Request, the Seller will either, at the Seller's absolute and unfettered discretion, accept or refuse the Extension Request.

4.5 The Buyer acknowledges and agrees the Extension Fee is payable to the Seller irrespective of whether the Seller accepts or refuses the Extension Request.

5. WORKS

5.1 The Buyer acknowledges that as at the Date of this Contract the Works have not been completed.

5.2 The Seller discloses and the Buyer acknowledges the following:

- (a) the Seller will engage suitably qualified persons to undertake the Works;
- (b) the Seller will use reasonable endeavours to ensure the Works are undertaken substantially in accordance with the Dwelling Plans and the Inclusions List, and in a proper and workmanlike manner;
- (c) the completion of the Works is subject to and conditional upon the Construction Contract; and
- (d) following completion of the Works, a Certificate of Occupancy for the Works will be procured.

5.3 If the Certificate of Occupancy for the Works has not issued by the Sunset Date, or as extended pursuant to clause 5.4, either Party may rescind this Contract by giving written notice to the other and the provisions of clause 29 will apply.

5.4 If the Works are delayed or there is otherwise a delay to the issuing of the Certificate of Occupancy for the Works 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 Authority;
- (b) weather sufficiently inclement to prevent the Seller completing the Works in such a time frame to allow the Certificate of Occupancy for the Works to be obtained by the specified date;
- (c) industrial dispute;
- (d) unavailability of labour, plant or materials; or
- (e) any other reasonable cause or event beyond the control of the Seller,

the Seller may by giving written notice to the Buyer extend the Sunset Date by up to twelve (12) months (but no more without the express consent of the Buyer).

5.5 Any notice given by the Seller pursuant to clause 5.4 must be in writing, given to the Buyer as soon as reasonably practicable and must set out:

- (a) the reasons for the delay in obtaining the Certificate of Occupancy for the Works; and
- (b) the new Sunset Date.

- 5.6 The Seller discloses and the Buyer acknowledges that, as the Date of this Contract, the Works do not include provision of reticulated gas to the boundary of the Land or to the improvements constructed on the Land.
- 5.7 Subject to any relevant law, if for any reason the Construction Contract comes to an end, whether by the effluxion of time or termination by a party to the Construction Contract, the Seller may rescind this Contract by giving written notice to the Buyer and clause 29 will apply.
- 5.8 The Seller discloses and the Buyer acknowledges that following Completion, construction work, including landscaping, may occur within the vicinity of the Property, (the Offsite Works).
- 5.9 The Offsite Works may result in:
- (a) associated traffic, noise and dust arising from the Offsite Works; and
 - (b) minor variations to the laneway and adjacent landscaped spaces in the vicinity of the Property.
- 5.10 The Seller will use reasonable endeavours to prevent the Offsite Works materially impacting the Buyer's use and enjoyment of the Property following Completion.
- 5.11 The Buyer may not make claim, objection, rescind, delay, or refuse to complete this Contract in respect of any Offsite Works

6. COLOUR SCHEME

- 6.1 The Buyer acknowledges that the colour scheme for the Dwelling is as set out in the Colour Scheme Schedule annexed to this Contract at Annexure G.
- 6.2 The Buyer may not make any claim, objection, rescind, delay, or refuse to complete this Contract in respect of the colour scheme selected for the Property.

7. SIGNING OF LEASE

- 7.1 The Buyer must, no later than 14 calendar 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 time specified for return of the Lease signed by the Buyer in clause 7.1 is an essential term.
- 7.3 The Buyer undertakes to register the Lease following Completion.
- 7.4 If the Buyer does not comply with clause 7.3, the Seller may make a claim against the Buyer due to financial loss incurred by the Seller as a result of the Buyer not registering the Lease.

8. VARIATIONS

- 8.1 The Buyer acknowledges that the Dwelling Plans, Specimen Crown Lease, the Deposited Plan and any other plans relating to the Land may be affected by one or more of the following:
- (a) the requirements of legislation;
 - (b) variations to the Territory Plan; or
 - (c) the requirements of any Authority,
- and may result in one or more of the following:
- (d) minor variations to the Dwelling Plans;

- (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 electricity, water, sewerage and stormwater services.
- 8.2 Any redefinition, road realignment or dedication or variation of easements will be deemed to be minor if it does not materially and detrimentally affect the use of the Land.
- 8.3 The Seller is permitted to make variations to:
- (a) the Inclusions, provided that inclusions of a similar quality and value are provided; and
 - (b) the Dwelling Plans, provided that the variations:
 - (i) are in the Seller's opinion reasonably necessary;
 - (ii) are necessary to comply with the Building Code of Australia as applicable in the Australian Capital Territory; or
 are required by any relevant Authority; and
 - (iii) do not result in any room as depicted in the Dwelling Plans being removed;
 - (iv) do not result in a reduction of more than 5% in the area of the Dwelling; or
 - (v) does not materially and detrimentally affect the Buyer's occupation of the Dwelling.
- 8.4 The Buyer:
- (a) acknowledges that it may not request variations, alterations, substitutions or additions to the Dwelling Plans, Inclusions or Specimen Crown Lease; and
 - (b) acknowledges and accepts that the design for the Works may not be fit for the Buyer's personal circumstances or intended use; and
 - (c) subject to a Certificate of Occupancy issuing for the Works, hereby releases and holds harmless the Seller from any claim the Buyer may have in relation to the design for the Works.
- 8.5 The Buyer cannot make a claim (including a claim for compensation under clause 25), objection or requisition or rescind or terminate this Contract in respect of any matter contemplated in clause 8.
- 9. NOT USED**
- 10. PROPERTY ACT**
- 10.1 The Buyer acknowledges that the Property Act applies to the extent that the Property is Residential Property.
- 10.2 The Seller discloses and the Buyer acknowledges that the Seller has taken all reasonable steps to obtain the Required Documents (as defined under s 9 of Property Act) and the Required Documents which are available, have been annexed to this Contract.
- 10.3 The Buyer may not make any claim, objection, rescind, delay, termination or refuse to complete this Contract due to the information contained in the Required Documents or due to any of the Required Documents not being available as at the Date of This Contract.

11. NON-CONFORMING TRANSFERS NOT TO BE USED

- 11.1 The Buyer is not permitted to use a transfer not made in conformity (as described under section 17(3) of the *Duties Act 1999* (ACT)) with this Contract, as the grant of the Lease will be the first grant of a Crown Lease over the Land.

12. ENTIRE AGREEMENT

- 12.1 Subject to clause 12.2, except where expressly stated in this Contract, 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, material supplied to the Buyer or understanding on anything connected with the subject matter of this Contract.
- 12.2 Clause 12.1 does not limit rights the Buyer may have at law regarding false or misleading representations by the Seller or material omissions regarding matters in the Seller's knowledge prior to entering into this Contract.

13. NO RELIANCE

- 13.1 Each Party has entered into this Contract without reliance upon any representation, statement or warranty (including sales and marketing material and preliminary artwork), whether oral or otherwise, except as set out in this Contract and the Buyer waives any and all rights the Buyer may have to rely on any such representation, statement or warranty made before the Date of this Contract.

14. CO-OWNERSHIP

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

15. NON-MERGER

- 15.1 If any term of this Contract may be given effect 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.

16. BUYER RELIES ON OWN ENQUIRIES

- 16.1 The Buyer acknowledges that it relies on its own enquiries in relation to the Lease and the Property 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 Lease or the Property;
 - (b) has not relied on any documentation made available by or on behalf of the Seller to the Buyer in relation to the Lease or the Property, 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, including but not limited to any Development of the Land.
- 16.2 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 Lease or the Property, or annexed to this Contract.
- 16.3 For the avoidance of doubt, the Seller will not be liable to the Buyer for any damage or loss caused to the Property, or the existence of any building waste on the Property, on or following the date of Completion, except where caused by the negligent or deliberate action or omission of the Seller, its employees, agents or contractors.

- 16.4 Nothing in this clause limits rights the Buyer may have at law regarding false or misleading representations by the Seller or material omissions regarding matters in the Seller's knowledge prior to entering into this Contract.

17. PRIVACY

- 17.1 The Buyer acknowledges that they have received, read, and understood the SLA Privacy Policy and accepts that any information collected by the Seller pursuant to this Contract, or previously in relation to this Contract, is held and used in accordance with the SLA Privacy Policy.

- 17.2 The Buyer:

- (a) consents to 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 but not limited to disclosure of personal information to the ACT Revenue Office and other relevant Authorities; and
- (b) to the extent SLA has complied with the SLA Privacy Policy, releases the SLA from any claim and/ or liability arising from the improper use of the Buyer's information by a third party following the provision of the Buyer's information by the SLA as contemplated under subclause (a).

18. BUYER RIGHTS AND LIMITATIONS

- 18.1 The Buyer is not entitled to make any requisitions on the title to the Property.

- 18.2 Subject to clause 18.3, the Buyer cannot make a claim (including a claim for compensation under clause 25), objection or requisition or rescind or terminate this Contract in respect of:

- (a) a Utility Service for the Property being a joint service or passing through another property, or any Utility Service for another property passing through the Property;
- (b) a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- (c) the size of any service ties for the supply of water on or to the Land;
- (d) the existence of regrading, fill, contamination of any Substance or other disability of or upon the Property, whether caused by an Authority, the Seller, previous occupant of the Property or otherwise;
- (e) any soil classification in relation to the Land;
- (f) any boundary fencing of the Land; and
- (g) anything disclosed in this Contract (except an Affecting Interest).

- 18.3 Nothing in this clause limits rights the Buyer may have at law regarding false or misleading representations by the Seller regarding matters in the Seller's knowledge prior to entering into this Contract.

- 18.4 The Buyer acknowledges that the Seller makes no warranty or representation as to the environmental condition or state of the soil, ground water, contamination or the existence or non-existence of any Substance on or affecting the Property and subject to the issuing of the Certificate of Occupancy for the Works, accepts the condition or state of the soil, ground water, contamination or the existence or non-existence of any Substance on or affecting the Property as at the date the Certificate of Occupancy for the Works is issued.

19. SELLER WARRANTIES

- 19.1 The Seller warrants that at the Date of this Contract the Seller:

- (a) will be able to complete at Completion;
- (b) has no knowledge of any unsatisfied judgment, order or writ issued by a court or tribunal affecting the Property; and
- (c) has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Property.

19.2 The Seller warrants that on Completion:

- (a) the Seller will have the capacity to complete;
- (b) there will be no unsatisfied judgment, order or writ issued by a court or tribunal affecting the Property;
- (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 Property; and
- (d) the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence.

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

20. ADJUSTMENTS

20.1 As the Lease will be granted on Completion, there will be no adjustments of Income or Land Charges between the Parties on Completion.

21. TERMS OF POSSESSION

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

22. PRE-SETTLEMENT INSPECTION

22.1 Within fourteen (14) calendar days of either the Seller notifying the Buyer that the Property is ready for inspection or the Seller serving the Buyer the Certificate of Occupancy for the Works, whichever is the earlier, the Buyer may attend the Property at a time notified by the Seller and provide the Seller with a written list of Defects (if any) in the Property. The Buyer acknowledges that time is of the essence in this respect.

22.2 The Seller will use reasonable endeavours to procure the Contractor to rectify any reasonable defect notified in accordance with clause 22.1 prior to the Date for Completion.

22.3 The Buyer warrants that the list of Defects submitted to the Seller pursuant to clause 22.1 originates from the Buyer's inspection of the Property and are not prepared by or submitted on behalf of any other person.

22.4 If any Defects notified in accordance with this clause 22 are unable to be rectified prior to the Date for Completion, the Buyer acknowledges and agrees those Defects will be rectified in accordance with clause 23.

22.5 For the avoidance of doubt the Buyer may only inspect the Property once prior to completion.

23. DEFECTS

23.1 The Seller will use reasonable endeavours to arrange for the Contractor to repair and make good at its own expense and in a proper and workmanlike manner, any Defect in the Property if:

- (a) subject to subclause (b), a written list of Defects is delivered to the Seller within the Defects Liability Period; and
 - (b) the Buyer makes the Property available at the time or times notified to the Buyer by the Contractor, the Seller, its agents, or contractors to enable rectification of the Defects to be completed in a prompt and timely manner.
- 23.2 The Buyer acknowledges that the Seller is not required to make reasonable endeavours for the Contractor to repair or make good:
 - (a) natural shrinkage in building materials used in construction of the Dwelling;
 - (b) minor faults or irregularities in natural materials used in construction of the Dwelling;
 - (c) superficial damage or faults in relation to building materials not located in the Dwelling;
 - (d) any Defects in the Property that arise from any act, omission or negligence of the Buyer, any occupier of the Property or any guest, invitee, contractor, or agent of the Buyer or any third party whether such third party is an invitee or not;
 - (e) any items within the Property which are covered by a manufacturer's warranty, the benefit of which will be assigned to the Buyer on Completion; or
 - (f) any chips, cracks, scratches, marks, stains or any other superficial damage in finishes, balustrades, windows, Inclusions, or appliances located within or adjacent to the Property unless those defects are notified by the Buyer to the Seller accordance with clause 22.1
- 23.3 The Buyer may submit only one (1) list of Defects to the Seller during the Defects Liability Period and warrants the list of Defects submitted to the Seller originate from the Buyer's inspection of the Dwelling and are not prepared by or submitted on behalf of any other person.
- 23.4 The Seller will use reasonable endeavours to arrange for the Contractor to repair and make good any Defects notified by the Buyer to the Seller during the Defects Liability Period:
 - (a) as soon as practicable after receiving the notice if the Defects:
 - (i) relate to supply or distribution of electricity;
 - (ii) relate to sewerage or drainage; or
 - (iii) materially restrict or interfere with the proper use and enjoyment of the Property by the Buyer;
 - (b) where possible, and subject to the availability of materials and trades, within 90 calendar days of the date that the Defects Liability Period expires; or
 - (c) where due to events outside the control of the Seller or the Contractor, the Contractor is not able to attend to the rectification of Defects in accordance with clause 23.4(b), within a reasonable period following the expiry of the Defects Liability Period.
- 23.5 The submission of a list of Defects by the Buyer to the Seller during the Defects Liability Period for Defects listed in clause 23.4(a) in no way derogates from the Buyer's rights to submit a list of Defects during the Defects Liability Period under clause 23.1.
- 23.6 The Seller discloses and the Buyer acknowledges that:
 - (a) the statutory warranties for residential buildings under the Building Act do not apply to the Works;

- (b) notwithstanding clause 23.6(a), the Construction Contract binds the Contractor to provide warranties substantially in the form of the statutory warranties under the Building Act, being the Construction Warranties; and
 - (c) the benefit of the Construction Warranties will be assigned to the Buyer on completion, to the extent that the Construction Warranties apply to the Dwelling.
- 23.7 The Construction Warranties are annexed to this Contract as Annexure J.
- 23.8 Subject to the Seller's obligations under this clause 23 being satisfied, from the date that is twelve (12) months from the date of the Certificate of Occupancy for the Works for the Dwelling, the Buyer:
- (a) releases the Seller from any and all obligations relating to the rectification of Defects; and
 - (b) indemnifies the Seller and will keep the Seller indemnified from all costs, damages, loss or liability arising from the Works, including but not limited to any Defects arising from poor workmanship.
- 23.9 Despite this clause 23, if the Seller's rights under the Construction Warranties, or in relation to arranging rectification of Defects are found to be unenforceable, the Buyer may not make any claim, objection, delay completion, rescind or terminate this contract in against the Seller in relation to the Works, including but not limited to any Defects arising from poor workmanship.

24. ERRORS, AND MISDESCRIPTIONS AND MATERIALLY DETRIMENTAL VARIATIONS

- 24.1 The Buyer will be entitled to make a claim for compensation prior to Completion if the Buyer suffers a material loss as a result of:
- (a) an error of any kind or misdescription of the Land in this Contract and the error has not been or cannot be rectified by the Seller by Completion; or
 - (b) changes to the boundaries of the Land or dedications and variations of easement relating to the provision of electricity, water, sewerage and stormwater services made after the Date of this Contract and prior to Completion, only where the change, dedication or variation materially and detrimentally affects use of the Land and which the Buyer could not have discovered prior to the Date of this Contract.
- 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 of the Land.
- 24.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.
- 24.4 For the avoidance of doubt and without limitation, clause 24.1(a) applies to misdescriptions or errors in the Contract arising from material differences between express pre-contractual representations or material omissions made by the Seller (that were not withdrawn or corrected prior to the Date of this Contract) and the terms of this Contract.

25. COMPENSATION CLAIMS BY BUYER

- 25.1 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 total amount claimed exceeds 5% of the Price;
 - (ii) the Seller gives notice to the Buyer of an intention to rescind; and

- (iii) the Buyer does not give notice to the Seller waiving the claim within 10 Working Days after receiving the notice;
- (b) if the Seller does not rescind under clause 25.1(a) the Parties must complete and:
 - (i) the claim must be finalised (subject to clause 25.1(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 90 calendar days 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 14 calendar days after service of the Notice to Complete (excluding the date of service) by which, and a place in Canberra at which, to complete this Contract.
- 26.3 At the time the Notice to Complete is served the Party serving the Notice to Complete must:
 - (a) not be in default; and
 - (b) be ready, willing and able to complete but for some default or omission of the other Party.
- 26.4 Completion at the time, date and place specified in the Notice to Complete is an essential term.
- 26.5 Where one Party is in default (other than failing to complete) the other Party may at any time after the default serve the Party in default a Default Notice.
- 26.6 A Default Notice must:
 - (a) specify the default; and
 - (b) require the Party served with the Default Notice to rectify the default within 14 calendar 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 and 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.
- 26.10 If the Party serving a notice under this clause 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.
- 26.12 If the Seller serves on the Buyer a Notice to Complete or Default Notice in accordance with this clause 26, the Buyer must, on Completion, pay to the Seller the sum of \$440.00 (inclusive of GST) to be applied towards the legal costs and disbursements incurred by the Seller.

27. TERMINATION – BUYER’S DEFAULT

- 27.1 If:
- (a) the Seller serves a notice on the Buyer in accordance with clause 2.4;
 - (b) the Buyer is in default under clause 3.6;
 - (c) the Buyer does not comply with a Notice to Complete or a Default Notice; or
 - (d) the Buyer is otherwise in breach of an essential term,
- then the Seller may by written notice served on the Buyer terminate this Contract and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 5% of the Price) and either:
- (e) sue the Buyer for breach of contract; or
 - (f) re-sell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale of the Property 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 Property within 12 months of termination of this Contract.
- 27.2 In addition to any money kept or recovered under clause 27.1, the Seller may retain on termination any other money paid by the Buyer 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 of this Contract.
- 27.3 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 will, call upon the Deposit Bond or Bank Guarantee immediately upon termination this Contract.

28. TERMINATION – SELLER’S DEFAULT

- 28.1 If the Seller does not comply with a Notice to Complete or a Default Notice 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.

29. RESCISSION

- 29.1 The Buyer may seek a rescission of this Contract by submitting a request in writing to the Seller's Solicitor (the Rescission Request), which must:
- (a) state the reason(s) for the Rescission Request;
 - (b) provide evidence supporting the reason for the Rescission Request; and
 - (c) be accompanied by either:
 - (i) a cheque for the sum of \$330 (inclusive of GST) in favour of the Seller; or
 - (ii) remittance advice for an electronic funds transfer of the sum of \$330 (inclusive of GST) to the Seller's Solicitor,to be applied against the legal costs and disbursements incurred by the Seller in considering the Rescission Request (the Rescission Request Fee).
- 29.2 Upon receipt of the Rescission Request, the Seller will either, at the Seller's absolute and unfettered discretion, accept or refuse the Rescission Request.
- 29.3 The Buyer acknowledges and agrees the Rescission Request Fee is payable to the Seller irrespective of whether the Seller accepts or refuses the Rescission Request.
- 29.4 If the Seller agrees to the Rescission Request, it is a condition of the Seller's agreement that:
- (a) the rescission is documented by way of deed; and
 - (b) the Buyer pays the Seller's costs associated with the preparation and execution of the deed.
- 29.5 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 immediately 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 one 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 that is seven (7) calendar days after the Date for Completion to the date of 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 7 calendar 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 the Commonwealth Treasurer cannot prohibit and has not prohibited the purchase of the Property and/or grant of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

31.2 This clause is an essential term of this Contract.

32. GST

32.1 The Buyer and the Seller agree that:

(a) the Margin Scheme applies to the supply of the Property to the Buyer under this Contract; and

(b) the Price is inclusive of any GST payable under the Margin Scheme.

32.2 The Seller warrants that it can, and promises that it will, use the Margin Scheme.

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 without notice otherwise being required under clause 26, and clause 27 will apply.

34. POWER OF ATTORNEY

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

35. NOTICES CLAIMS AND AUTHORITIES

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

35.2 To serve a notice a Party must:

(a) leave it at; or

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

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

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

(d) send it by email to an email address of that Party's solicitor specified on the Schedule, or otherwise as notified from time to time.

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 that is 2 Working Days after it was posted.

35.6 If a notice is served in accordance with clause 35.2(d), 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.

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 Buyer acknowledges that the Land will become 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. SERVICE PROVIDERS

- 38.1 The Buyer acknowledges that that Seller is not a Utility Service provider, and that the Works will include connection to services to the Property which will require the Buyer to establish accounts with service providers after completion.

- 38.2 The Buyer acknowledges:

- (a) that the Buyer is responsible for contacting all relevant service providers for Utility Services to arrange for servicing of the Property; and
- (b) the Seller has not and does not provide any representation or warranty relating to the existence, or future installation or location, of any future substations,

and the Buyer may not make any claim, objection or requisition or rescind or terminate this Contract, and releases the Seller in respect of any claim or cause of action, relating to any matter set out, or referred to, in this clause.

39. RESIDENTIAL WITHHOLDING TAX

Warning: The following clauses 39.1 to 39.13 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.
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- 39.1 In this clause 39 the following words have the following meanings:

- (a) RW Amount means the amount which must be paid under section 14-250 of the Withholding Law;
- (b) 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;
- (c) 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 Property from the Seller to the Buyer; and

- 39.2 The Seller must provide the Buyer with the RW Amount Information no later than 28 calendar days prior to the Date for Completion.

- 39.3 If the 'RW Amount required to be paid?' 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 Property from the Seller to the Buyer.

- 39.4 The following clauses 39.5 to 39.13 inclusive only apply if the 'RW Amount required to be paid ?' option on the Schedule is selected 'yes'.

- 39.5 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 39.2 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 Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 39.6 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.
- 39.7 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.
- 39.8 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.
- 39.9 The Seller must forward the unendorsed bank cheque provided under clause 39.8 to the ATO within 5 Working Days following Completion and provide the Buyer with evidence of payment of the RW Amount to the ATO.
- 39.10 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.
- 39.11 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.
- 39.12 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.
- 39.13 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 39.8 to the ATO.

40. FOREIGN RESIDENT WITHHOLDING TAX

- 40.1 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.
- 40.2 If a Clearance Certificate for the Seller is attached to this Contract or provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.
- 40.3 If neither of clauses 40.1 or 40.2 apply, then:
- (a) the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 40.3(b)(i), within 5 calendar days of written request from the Buyer; and
 - (b) the Buyer must:
 - (i) lodge a purchaser payment notification form with the ATO; and
 - (ii) give evidence of compliance with clause 40.3(b)(i) to the Seller, no later than 5 calendar days before the Date for Completion;

- (c) the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and
 - (d) the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 40.3(c) in payment of the Withholding Amount following Completion.
- 40.4 If clause 40.3 applies and the parties do not comply with clause 40.3(d):
- (a) the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and
 - (b) the Buyer charges the Land (for the benefit of the Seller) with the Buyer's obligations under this clause 40.4.
- 40.5 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 40.6 Where a Clearance Certificate is provided by the Seller to the Buyer, the Seller warrants to the Buyer that the Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

41. LEGAL ADVICE

- 41.1 The Buyer acknowledges that it has had the opportunity to obtain independent legal advice prior to entering into this Contract and has received such advice or waived its right to obtain such advice.

42. INSURANCE

- 42.1 The Buyer acknowledges that the risk associated with the Property passes from the Seller to the Buyer on completion.

43. ELIGIBILITY CRITERIA

- 43.1 Residency Status Warranty
- (a) The Buyer acknowledges that to be eligible to purchase the Property, the Buyer must be, either:
 - (i) an Australian citizen;
 - (ii) a Permanent Resident residing in Australia; or
 - (iii) a New Zealand citizen residing in Australia.
 - (b) The Buyer warrants, both on the Date of this Contract and on the date of Completion:
 - (i) that the Buyer is either:
 - A. an Australian Citizen;
 - B. a Permanent Resident residing in Australia; or
 - C. a New Zealand citizen residing in Australia, and
 - (ii) that the Buyer has no intention and is not aware of any potential change to the Buyer's residency status.
 - (iii) that the Buyer has not facilitated any sub-sale or on-sale of any part of the Property under the First Grant Contract.

43.2 Undertakings

(a) The Buyer hereby undertakes:

- (i) not to facilitate any sub-sale or on-sale, sell, transfer, agree to sell or transfer or market the Property for sale between the Date of this Contract and the date of Completion;
- (ii) during the Occupation Period:
 - A. to reside in the Property continuously as the Buyer's principal place of residence;
 - B. not to sell, transfer or otherwise dispose of the Property; and
 - C. not to lease, licence or otherwise allow the Property to be occupied by someone else, except where the Buyer resides in the Property during the term of the lease or licence;
- (iii) to inform the Seller:
 - A. of any change to the Buyer's residency status; and
 - B. of any breach or potential breach of any Undertakings; andwithin 14 calendar days of the Buyer becoming aware of the change, breach or potential breach (as applicable); and
- (iv) to disclose the terms of the Eligibility Deed to the Buyer's financier, lender and/or mortgagee (if any).

43.3 The Buyer acknowledges and agrees that the Seller may request reasonable evidence as to the accuracy of the warranties given by the Buyer pursuant to clause 43.1 and the Buyer's compliance with the undertakings given by the Buyer pursuant to clause 43.2. and the Buyer must comply with the Seller's request promptly.

43.4 On the Date of This Contract, the Buyer must deliver to the Seller a wet-signed original Eligibility Deed duly signed by the Buyer.

43.5 The Buyer acknowledges and agrees:

- (a) having had the opportunity to review the Eligibility Deed and obtaining legal advice regarding the terms of the Eligibility Deed prior to entering into this Date of this Contract;
- (b) if the Buyer is in breach of the warranties and undertakings given by the Buyer pursuant to this clause 43, the Seller may impose restrictions or prohibit the Buyer from participating in any future offerings of land; and
- (c) the warranties and undertakings given by the Buyer pursuant to this clause 43 are an essential term of this Contract and do not merge on Completion.

43.6 Despite any other provision of this Contract, if the Buyer is in breach of any of the warranties and undertakings given by the Buyer pursuant to this clause 43, the Seller may rescind this Contract by giving written notice to the Buyer and clause 29 will apply.

44. SUSTAINABILITY INITIATIVES

44.1 The Seller discloses and the Buyer acknowledges that the Seller may following Completion, seek to evaluate the operational performance of the design and sustainability standards relating to the Property and the Works. To assist with this evaluation, the Seller may seek the Buyer's feedback in the form of a survey or other data collection methods.

45. DEFINITIONS

45.1 Definitions appear in the Schedule and as follows:

- (a) **ActewAGL** means a joint venture company that owns, operates and maintains the electricity, gas, water and sewage services on behalf of Icon Water Limited (ACN 069 381 960) or its successors and permitted assigns;
- (b) **ACT Revenue Office** means the ACT Revenue Office of the Chief Minister, Treasury and Economic Development Directorate;
- (c) **Affecting Interest** means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ or other interest;
- (d) **ATO** means the Australian Taxation Office, and includes the Commissioner for Taxation;
- (e) **Authority** means any government or regulatory authority and includes:
 - (i) any provider of public Utility Services, whether statutory or not; and
 - (ii) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Land or any part of it, including any ACT or Commonwealth government agency;
- (f) **Balance of the Price** means the Price less the Deposit;
- (g) **Bank Guarantee** means a bank guarantee issued by a bank operating in Australia in a form satisfactory to the Seller;
- (h) **Building Act** means the *Building Act 2004* (ACT);
- (i) **Certificate of Occupancy** has the same meaning given to that term in the Building Act;
- (j) **CGT Asset** has the meaning in the *Income Tax Assessment Act 1997* (Cth);
- (k) **Clearance Certificate** means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;
- (l) **Colour Scheme Schedule** means the colour scheme schedule for the Property which is annexed to this Contract at Annexure G;
- (m) **Completion** means the time at which this Contract is completed;
- (n) **Construction Warranties** means the construction warranty special conditions extracted from the Construction Contract annexed to this contract as Annexure J;
- (o) **Contract** means the Schedule, terms and conditions and any annexure, additional clauses and attachments forming part of this contract;
- (p) **Contractor** means the contractor engaged by the Seller and who will be a party to the Construction Contract;
- (q) **Construction Contract** means the contract to be entered into between the Seller and the Contractor under which the Contractor will undertake and complete the Works and attend to rectification of any reasonable defects;
- (r) **Crown Lease** means a Crown lease granted in accordance with the Planning Act in a form similar to the Specimen Crown Lease;
- (s) **Default Notice** means a notice in accordance with clauses 24.5 and 24.6;

- (t) **Defect** means any defect, fault, or omission in the construction of the Works as assessed against the National Construction Code at the time the Dwelling was built, and expressly excludes:
 - (i) any matter arising from the act, omission or negligence of the Buyer or any occupier, or their guest, invitee, contractor or agent, or any other third party;
 - (ii) natural shrinkage in the Dwelling or faults caused by natural shrinkage in the Dwelling;
 - (iii) minor faults or irregularities in natural materials used in the Dwelling; and
 - (iv) defects not located in the Dwelling or on the Land.
- (u) **Defects Liability Period** means the period of ninety (90) calendar days commencing on the earlier of the date on which Completion occurs and the date that the Seller grants the Buyer access or occupation of the Dwelling.
- (v) **Deposit** means the amount specified in the Schedule which is 5% of the Price and which:
 - (i) forms part of the Price; and
 - (ii) must be paid by the Buyer to the Seller in accordance with clause 2 or 3, as applicable;
- (w) **Deposit Bond** means a deposit insurance bond issued to the Seller at the request of the Buyer in a form satisfactory to the Seller;
- (x) **Deposited Plan** means the deposited plan relating to the Land, a copy of which is annexed to this Contract at Annexure B;
- (y) **Development** has the meaning in the Planning Act;
- (z) **Dwelling** means the dwelling to be constructed on the Land substantially in accordance with the Dwelling Plans;
- (aa) **Dwelling Plans** means the Dwelling Plans annexed to this Contract as Annexure D;
- (bb) **EvoEnergy** means the energy networks division of ActewAGL that manages poles and wires and gas infrastructure;
- (cc) **Eligibility Deed** means the Eligibility Deed annexed to this contract as Annexure I;
- (dd) **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;
- (ee) **GST Law** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- (ff) **Improvements** means the buildings, structures and fixtures erected on and forming part of the Land as at the Date of this Contract, if any;
- (gg) **Inclusions** means the inclusions listed in the Inclusions List;
- (hh) **Inclusions List** means the Inclusions List annexed to this contract as Annexure F;
- (ii) **Income** means the rents and profits derived from the Land;
- (jj) **Insolvency Event** means the following:
 - (i) where the Buyer is a natural person and:

- A. 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;
 - B. 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
 - C. the Buyer commits an act of bankruptcy; or
- (ii) where the Buyer is a body corporate and:
 - A. 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
 - B. 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;
- (kk) **Land** means the land described in the Schedule and to be the subject of the Lease;
- (ll) **Land Charges** means rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Land;
- (mm) **Lease** means a Crown Lease in a form similar to the Specimen Crown Lease;
- (nn) **Margin Scheme** has the meaning ascribed to it in the GST Law;
- (oo) **Notice to Complete** means a notice in accordance with clauses 26.1 and 26.2 requiring a Party to complete this Contract;
- (pp) **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;
- (qq) **Occupation Period** means the period of twelve (12) commencing on the date of Completion or the date that the Buyer first takes occupation of the Property, whichever is the earlier.
- (rr) **Party** means a party to this Contract and Parties has the corresponding meaning;
- (ss) **Planning Act** means the *Planning Act 2023* (ACT);
- (tt) **Property** means the Land and the Dwelling as defined in this Contract;
- (uu) **Property Act** means the *Civil Law (Sale of Residential Property) Act 2003* (ACT);
- (vv) **Relevant Percentage** means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;
- (ww) **Relevant Price** means the higher of:
 - (i) the Price (including GST); and
 - (ii) the market value of the CGT Assets sold under this Contract, as at the Date of this Contract;
- (xx) **Residential Property** has the same meaning given to it in the Property Act.

- (yy) **Schedule** means the schedule to this Contract;
- (zz) **SLA Privacy Policy** means the privacy policy and/or statement published from time to time on the website managed by the Suburban Land Agency.
- (aaa) **Specimen Crown Lease** means the specimen Crown Lease contained in Annexure A;
- (bbb) **Substance** means any substance or thing which is or may be an emission to the environment or harmful to the environment or the health or safety of any person or may cause damage to property and includes:
 - (i) asbestos;
 - (ii) polychlorinated biphenyls;
 - (iii) heavy metals;
 - (iv) chemicals;
 - (v) contaminants; and
 - (vi) any other matter whether solid, liquid or gaseous form, or whether naturally occurring or man-made;
- (ccc) **Suburban Land Agency** means the agency established under section 37 of the *City Renewal Authority and Suburban Land Agency Act 2017* (ACT);
- (ddd) **Sunset Date** means 30 June 2025 or as otherwise extended pursuant to clause 5.
- (eee) **Supply** has the meaning in the GST Law;
- (fff) **TCCS** means Transport Canberra and City Services and its successors;
- (ggg) **Territory Plan** means the *Territory Plan 2008* (ACT), as amended and varied from time to time;
- (hhh) **Territory Planning Authority** means the body corporate established in accordance with the Planning Act;
- (iii) **Transferee** is the person who buys the Land from the Buyer and who enters into a building contract with the Buyer (as builder) for the construction of a dwelling on the Land.
- (jjj) **Utility Service** includes drainage, electricity, garbage collection, sewerage, telecommunications or water;
- (kkk) **Variation Certificate** means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;
- (lll) **Withholding Amount** means, subject to clause 39.5, 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;
- (mmm) **Withholding Law** means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions;
- (nnn) **Working Days** has the meaning given to it by the *Legislation Act 2001* (ACT); and
- (ooo) **Works** means the construction of a single dwelling house on the Land substantially in accordance with the Dwelling Plans, and the installation of the Inclusions.

46. INTERPRETATION

46.1 In this Contract:

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

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

46.3 If the time for something to be done or to happen is not a Working Day, the time is extended to the next Working Day.

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

ANNEXURE A – SPECIMEN CROWN LEASE

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:
Nil

7. VARIATIONS TO MEMORANDUM OF PROVISIONS

Not Applicable

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

8. EXECUTION

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

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

OFFICE USE ONLY

EXAMINED
VOLUME: FOLIO
REGISTERED:

DATE:



3287424

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate

MEMORANDUM OF PROVISIONS

Form 049 - MOP

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Customer Reference Number	Contact Telephone Number
Natalie Lacey	Natalie.Lacey@act.gov.au		6205 9803

NAME OF ORGANISATION WHO DEVELOPED THE MOP (Applicant)

Environment Planning and Sustainable Development Directorate

NATURE OF INSTRUMENT TYPE (For Example – Memorandum of Sublease)

Memorandum of Provisions

PROVISIONS (Please state provisions in full. If not enough space provided, please use Form 029 – ANN - Annexure)

I, Natalie Lacey being a public servant delegate of the Environment, Planning and Sustainable Development Directorate (EPSDD) of 480 Northbourne Avenue Dickson certify that this memorandum (comprising of 5 pages) is lodged on behalf of EPSDD and contains provisions that are to be incorporated by reference in such Crown Lease as refer to this memorandum.

- No Development Covenants

CERTIFICATION *Delete the inapplicable

Applicant

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:

Delegate of the Territory Planning Authority
8 December 2023

Witnessed By:

Full Name of Witness: Jaeyoung Park

OFFICE USE ONLY

Lodged by	LMT	Registered date / by	LMT - 11/12/2023
Data entered by		Attachments/Annexures	

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

Memorandum Of Provisions

Memorandum of Provisions No. 3287424

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 'Commonwealth' – the Commonwealth of Australia;
- 1.6 'Dwelling' – has the same meaning as in the *Planning (General) Regulation 2023*;
- 1.7 'Land' - the Land specified in item 1;
- 1.8 'Lease' - the Crown lease incorporating these provisions;
- 1.9 '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;
- 1.10 'Multi-unit housing' - means the use of land for more than one dwelling;
- 1.11 'Premises' - the Land and any Building at any time on the Land;
- 1.12 'Purpose' - the Purpose specified in item 5;

- 1.13 'Single dwelling housing' means the use of land for residential purposes for a single dwelling only;
- 1.14 '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);
- 1.15 Where the Lessee comprises two or more persons or corporations, an agreement by the Lessee binds them jointly and individually;
- 1.16 The singular includes the plural and vice versa;
- 1.17 A reference to one gender includes the other genders;
- 1.18 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;
- 1.19 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;

PURPOSE

- 2.3 use the Land for the Purpose;

PRESERVATION OF TREES

- 2.4 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

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

RIGHT OF INSPECTION

- 2.6 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

- 2.7 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

- 2.8 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 2.5, the Authority may, by written notice to the Lessee, require the Lessee to carry out the repairs and maintenance within a specified period of not less than one month;
- 3.3 if the Authority believes that any Building is beyond repair, the Authority may, by written notice to the Lessee, require the Lessee to:
- (a) remove the Building; and
 - (b) construct a new Building to a standard acceptable to the Authority according to approved plans;

within a specified period of not less than one month;

- 3.4 if the Lessee fails to comply with a notice given under subclause 3.2 or 3.3, the Authority may enter the Premises, with anyone else and with any necessary equipment, and carry out the work which the Lessee should have carried out. The Lessee must pay to the Authority, on demand, the costs and expenses of that work;

TERMINATION

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

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

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

FURTHER LEASE

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

NOTICES

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

EXERCISE OF POWERS

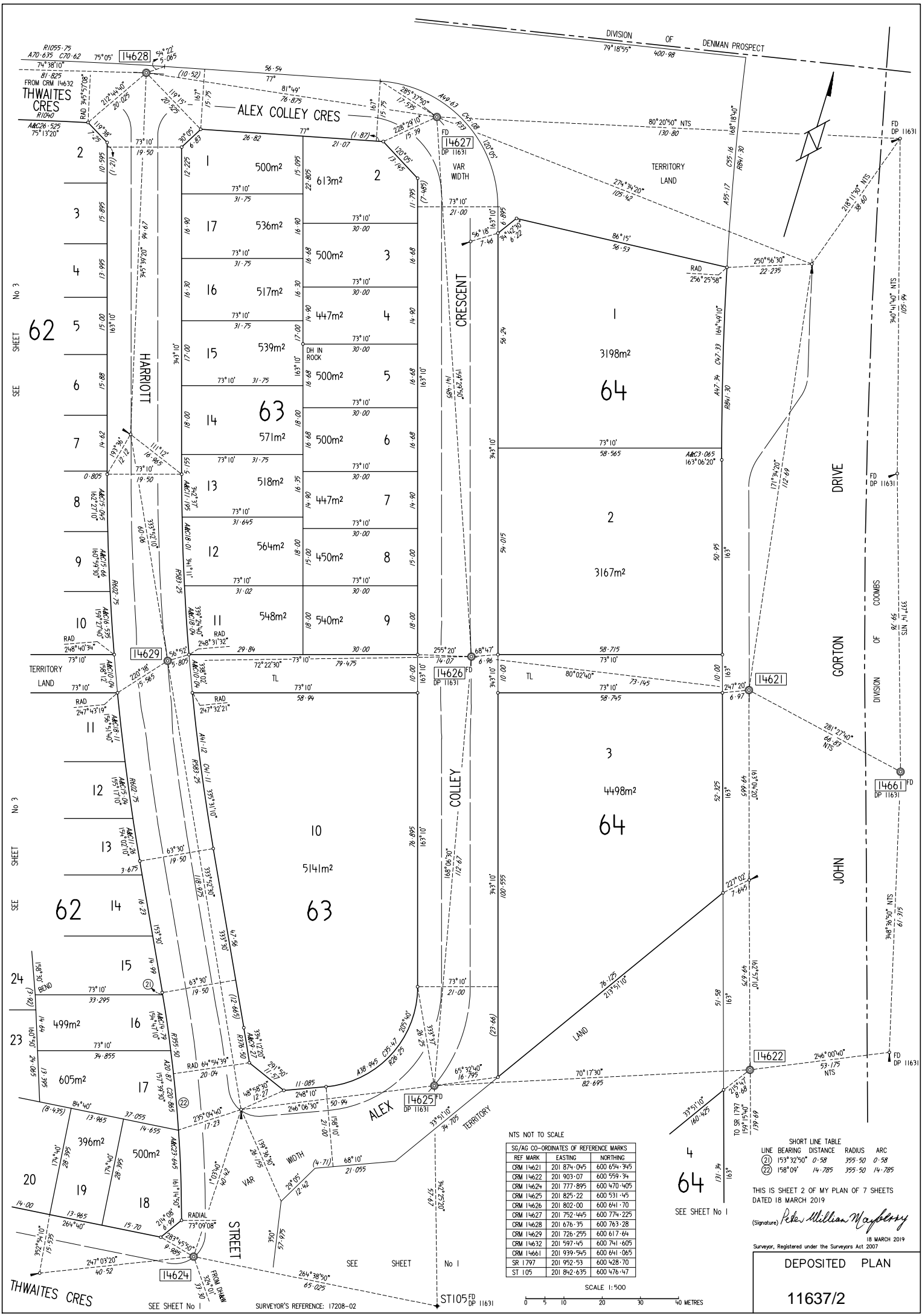
- 3.9 Any and every right, power or remedy conferred on the Commonwealth or Territory in this Lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:

- (a) the Authority;
- (b) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (c) an authority or person to whom the Authority has delegated all its powers or functions under the *Planning Act 2023*.



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

ANNEXURE B – DEPOSITED PLAN



NTS NOT TO SCALE

SG/AG CO-ORDINATES OF REFERENCE MARKS	REF MARK	EASTING	NORTHING
CRM 14621	201 874.045	600 694.345	
CRM 14622	201 903.07	600 599.34	
CRM 14624	201 777.895	600 470.405	
CRM 14625	201 825.22	600 531.45	
CRM 14626	201 802.00	600 641.70	
CRM 14627	201 752.445	600 774.225	
CRM 14628	201 676.35	600 763.28	
CRM 14629	201 726.255	600 617.64	
CRM 14632	201 597.45	600 741.605	
CRM 14661	201 939.545	600 641.065	
SR 1797	201 952.53	600 428.70	
ST 105	201 842.635	600 476.47	

SHORT LINE TABLE

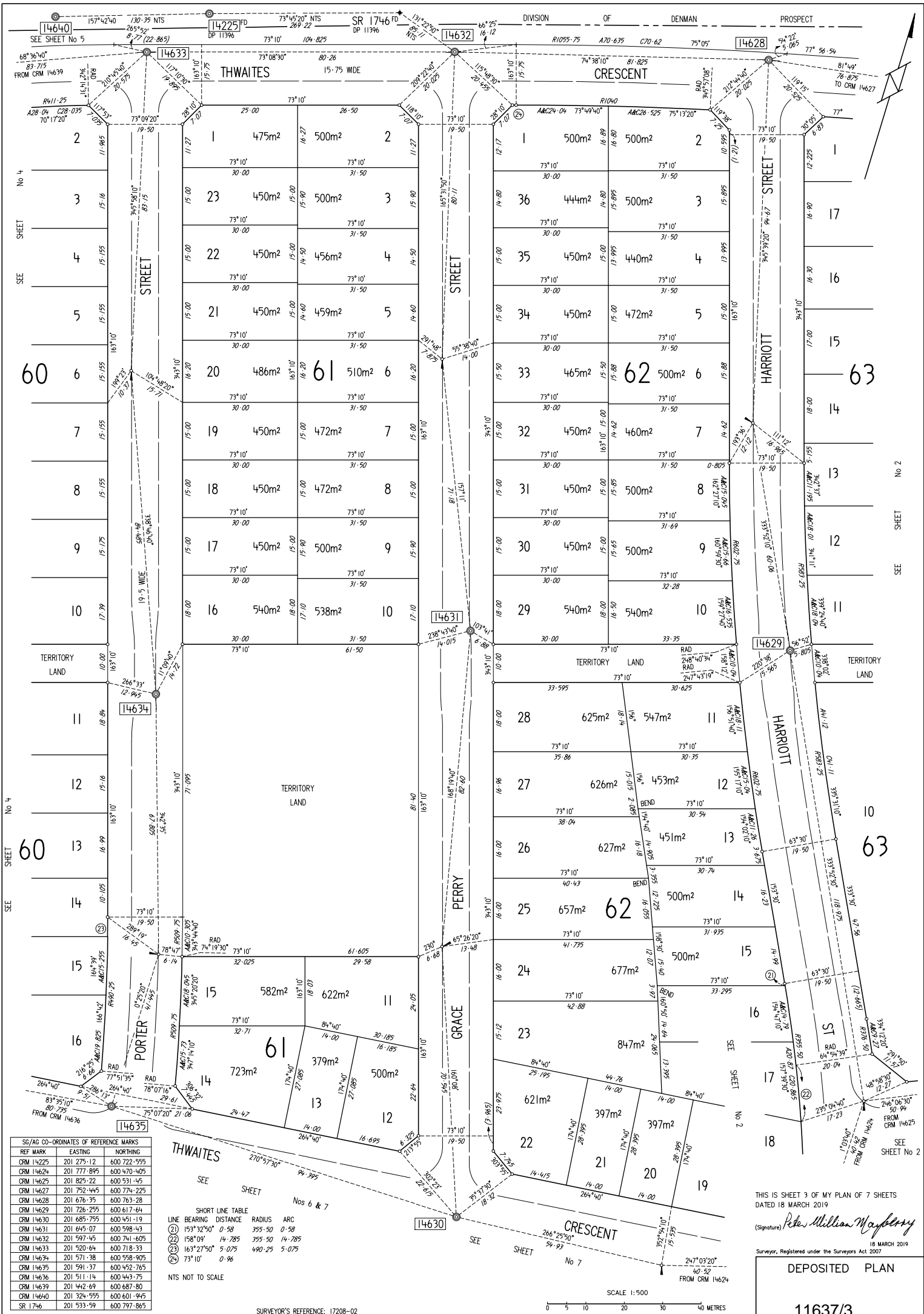
LINE	BEARING	DISTANCE	RADIUS	ARC
①	153°32'50"	0.58	355.50	0.58
②	158°09'	14.785	355.50	14.785

THIS IS SHEET 2 OF MY PLAN OF 7 SHEETS
DATED 18 MARCH 2019

Peter William Mayberry
(Signature)

18 MARCH 2019
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN
11637/2



SG/AG CO-ORDINATES OF REFERENCE MARKS			
REF MARK	EASTING	NORTHING	
CRM 14225	201 275.12	600 722.555	
CRM 14624	201 777.895	600 470.405	
CRM 14625	201 825.22	600 531.45	
CRM 14627	201 752.445	600 774.225	
CRM 14628	201 676.35	600 763.28	
CRM 14629	201 726.255	600 617.64	
CRM 14630	201 685.755	600 451.19	
CRM 14631	201 645.07	600 598.43	
CRM 14632	201 597.45	600 741.605	
CRM 14633	201 520.64	600 718.33	
CRM 14634	201 571.38	600 558.905	
CRM 14635	201 591.37	600 452.765	
CRM 14636	201 511.14	600 443.75	
CRM 14639	201 442.69	600 687.80	
CRM 14640	201 324.555	600 601.945	
SR 1746	201 533.59	600 797.865	

SHORT LINE TABLE			
LINE	BEARING	DISTANCE	RADIUS ARC
(21)	153°32'50"	0.58	355.50 0.58
(22)	158°09'	14.785	355.50 14.785
(23)	163°27'50"	5.075	490.25 5.075
(24)	73°10'	0.96	

NTS NOT TO SCALE

SURVEYOR'S REFERENCE: 17208-02

THIS IS SHEET 3 OF MY PLAN OF 7 SHEETS
DATED 18 MARCH 2019
(Signature) Peter William Mayberry
18 MARCH 2019
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

11637/3

X21656/3



SEE SHEET No 5

SEE SHEET No 5

RADIAL TABLE
LINE BEARING

(R)	340° 26' 03"
(R)	340° 14' 45"
(R)	339° 10' 37"
(R)	338° 30' 43"

SG/AG CO-ORDINATES OF REFERENCE MARKS	REF MARK	EASTING	NORTHING
CRM 14630	201 685-755	600 451-19	
CRM 14632	201 597-45	600 741-605	
CRM 14633	201 520-64	600 718-33	
CRM 14634	201 571-38	600 558-905	
CRM 14635	201 591-37	600 452-765	
CRM 14636	201 511-14	600 443-75	
CRM 14637	201 498-655	600 516-89	
CRM 14638	201 464-375	600 595-83	
CRM 14639	201 442-69	600 687-80	
CRM 14640	201 324-955	600 601-945	
CRM 14643	201 360-445	600 521-065	
CRM 14644	201 382-02	600 393-87	
CRM 14646	201 612-235	600 405-315	
SR 1798	201 457-72	600 365-12	

SHORT LINE TABLE

LINE	BEARING	DISTANCE	RADIUS	ARC
(25)	50° 13' 30"	3-235	411-25	3-235
(26)	84° 40'	2-535		
(27)	79° 19' 10"	4-94	26-50	4-945
(28)	62° 08' 20"	10-87	26-50	10-945
(29)	231° 43' 20"	5-085	56-77	5-085

(S&D) PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3-5 WIDE
NTS NOT TO SCALE

SURVEYOR'S REFERENCE: 17208-02

SEE SHEET No 6

SCALE 1:500
0 5 10 20 30 40 METRES

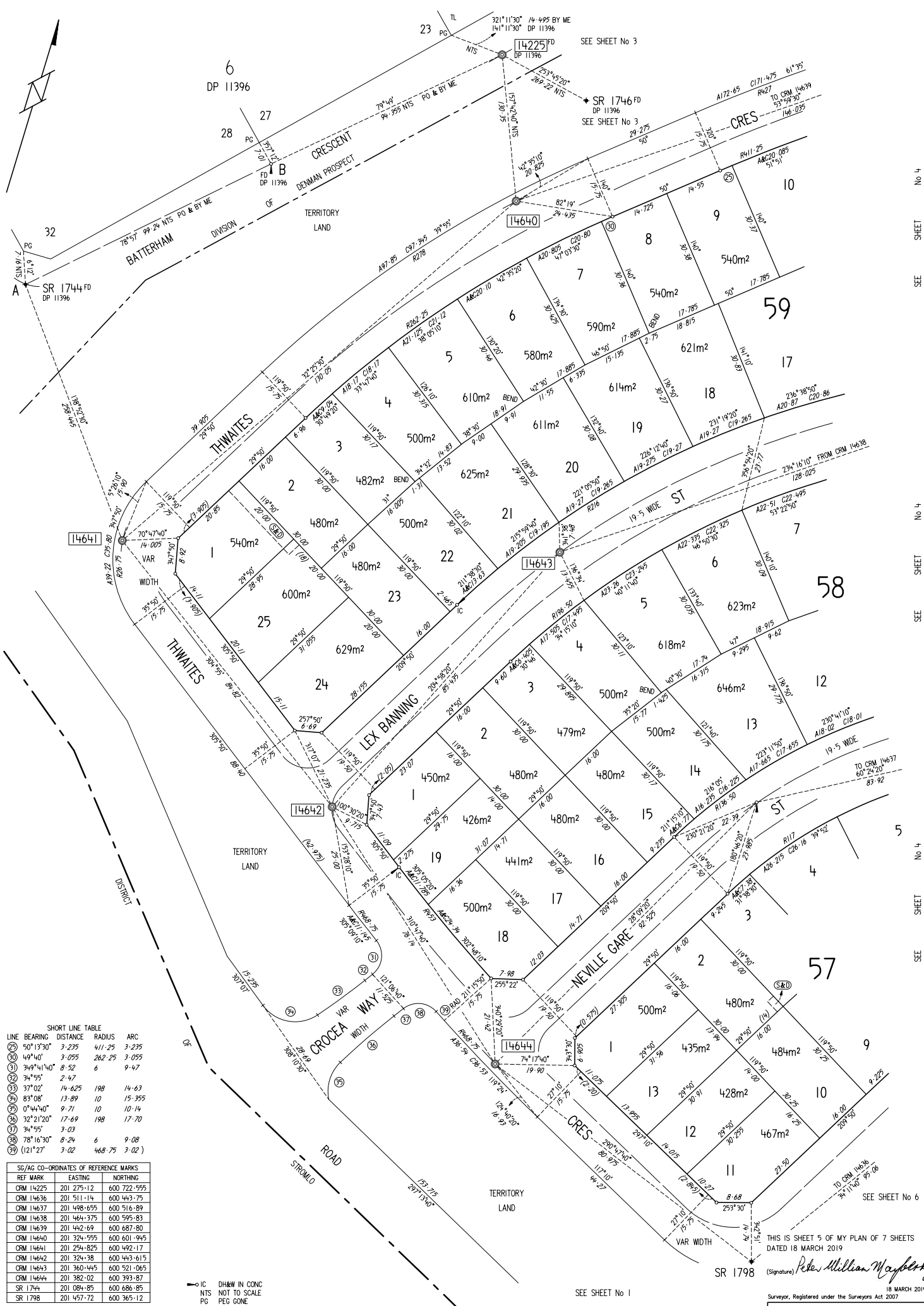
THIS IS SHEET 4 OF MY PLAN OF 7 SHEETS
DATED 18 MARCH 2019
(Signature) Peter William Mayberry

18 MARCH 2019
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

11637/4

X21656/4



SHORT LINE TABLE

LINE	BEARING	DISTANCE	RADIUS	ARC
25	50°13'30"	3.235	411.25	3.235
26	49°40'	3.055	262.25	3.055
31	349°41'40"	8.52	6	9.47
32	34°55'	2.47		
33	37°02'	14.625	198	14.63
34	83°08'	13.89	10	15.355
35	0°44'40"	9.71	10	10.14
36	32°21'20"	17.69	198	17.70
37	34°55'	3.03		
38	78°16'30"	8.24	6	9.08
39	(121°27'	3.02	468.75	3.02

SG/AG CO-ORDINATES OF REFERENCE MARKS

REF MARK	EASTING	NORTHING
CRM 14225	201 275.12	600 722.555
CRM 14636	201 511.14	600 443.75
CRM 14637	201 498.655	600 516.89
CRM 14638	201 464.375	600 595.83
CRM 14639	201 442.69	600 687.80
CRM 14640	201 324.555	600 601.945
CRM 14641	201 254.825	600 492.17
CRM 14642	201 324.38	600 443.615
CRM 14643	201 360.445	600 521.065
CRM 14644	201 382.02	600 393.87
SR 1744	201 084.85	600 686.85
SR 1798	201 457.72	600 365.12

IC DH&W IN CONC
NTS NOT TO SCALE
PC FEG GONE
SM 803 GONE
(S&D) PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 WIDE

SURVEYOR'S REFERENCE: 17208-02

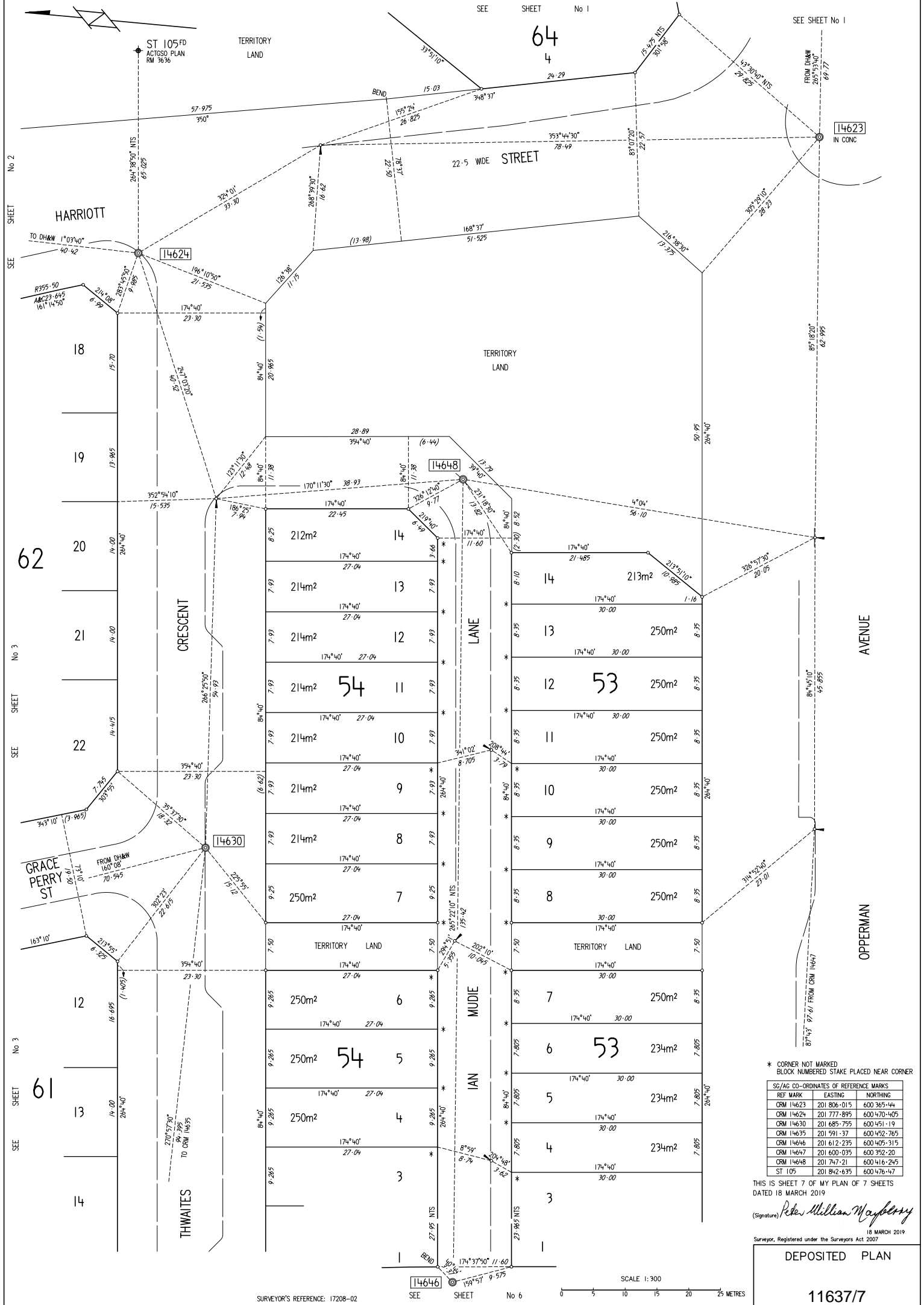
SCALE 1:500
0 5 10 20 30 40 METRES

THIS IS SHEET 5 OF MY PLAN OF 7 SHEETS
DATED 18 MARCH 2019
Peter William Mayberry
(Signature)
18 MARCH 2019
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

11637/5

X21656/5



* CORNER NOT MARKED
BLOCK NUMBERED STAKE PLACED NEAR CORNER

SG/AG CO-ORDINATES OF REFERENCE MARKS	REF MARK	EASTING	NORTHING
CRM 14623	201 806-015	600 365-44	
CRM 14624	201 777-895	600 470-405	
CRM 14630	201 685-755	600 451-19	
CRM 14635	201 591-37	600 452-765	
CRM 14646	201 612-235	600 405-315	
CRM 14647	201 600-035	600 352-20	
CRM 14648	201 747-21	600 416-245	
ST 105	201 842-635	600 476-47	

THIS IS SHEET 7 OF MY PLAN OF 7 SHEETS
DATED 18 MARCH 2019
Peter William Mayberry
(Signature)
18 MARCH 2019
Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN

11637/7

ANNEXURE C – DEVELOPMENT PLANS



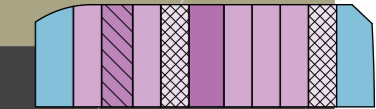
THWAITES CRESCENT

THWAITES CRESCENT

IAN MUDIE LANE

PORTER STREET

OPPERMAN AVENUE



LEGEND

TYPE 3
SINGLE LEVEL 3 BED

TYPE 4A
SINGLE LEVEL 2 BED

TYPE 4B
SINGLE LEVEL 3 BED

TYPE 5 -
TWO LEVEL 3 BED, DUAL
KEY STUDIO + GARAGE TO MEET
SURVEILLANCE REQUIREMENTS

TYPE 6 - SURVEILLANCE
TWO LEVEL 3 BED R.T.G ON
UPPER LEVEL + GARAGE TO
MEET SURVEILLANCE
REQUIREMENTS

TYPE 7
SINGLE LEVEL 2 BED WITH
CARPORT
7.45m BLOCK WIDTH

TYPE 7A
SINGLE LEVEL 2 BED WITH
CARPORT
8.25m BLOCK WIDTH

TYPE 7B
SINGLE LEVEL 2 BED WITH
CARPORT
9.25m BLOCK WIDTH

TYPE 7C
SINGLE LEVEL 2 BED WITH
CARPORT
7.4M BLOCK WIDTH

MASTER PLAN

SCALE: 1 : 500 @ A3

FOR CONSTRUCTION

NOTES
Contractor must verify all dimensions on the job before commencing any work or drawing of any shop drawings.
Do not scale drawings.

9/08/2024 12:52:12 PM

REVISION	Rev	Status or Amendment	Dwn	Chk
10.05.23	8	ISSUE FOR COORDINATION	AH	NB
30.05.23	9	FINAL SKETCH PLANS	AH	NB
23.06.23	10	ISSUE FOR COORDINATION	AH	NB
03.07.23	11	ISSUE FOR BA REVIEW	AH	NB
24.09.23	A	ISSUE FOR INFORMATION	AH	NB
20.09.23	B	ISSUE FOR TENDER	AH	NB
6.10.23	C	ISSUE FOR CONSTRUCTION	AH	JM
11.04.24	D	CONSTRUCTION UPDATE	AH	JM
15.04.24	E	CONSTRUCTION UPDATE	AH	JM

REVIEW	File name (MA office use only):	Design review (MA office use only):
Drawn	Author	Date
Checked & Coordinated	Checker	Date
Verified	Approver	Date

CLIENT
Suburban Land Agency

CONSULTANTS
Architecture
Traffic
Structure
Civil
Electrical
Mechanical
Fire
Acoustic
Hydraulic
Landscape
Survey
Town Planning

MATHER ARCHITECTURE

AGN 158 854 570

A: Studio 9 level 1 | 132-142 Bunda Street | Civic | ACT | 2601
PH: 02 6247 8209
E: contact@matherarchitecture.com
W: www.matherarchitecture.com

nominated architect:
Jeremy Mather | Director | Architect ACT 2316 NSW 9349 RAAIA RIBA

DRAWING INFORMATION
Project
Date 11/15/22
Block
Drawing Title
MASTER PLAN
Section 55+56
Drawing No.
Division WRIGHT

COMPACT HOUSING
NORTH WRIGHT

A0.050

Project No. 2223
Scale: As indicated
Revision: E

ANNEXURE D – DWELLING PLANS

A Sustainable Precinct by SLA

North Wright

STAGE 1

Home 3 is positioned to offer enviable views of either Stromlo Forest or Canberra’s iconic Black Mountain. Spacious, open plan living provides comfort and accessibility in every season. Raked ceilings and high-set windows maximise natural light and airflow. This compact, airtight design is extremely energy efficient to run, featuring a cleverly concealed European laundry, and a carport that doubles as an outdoor entertaining area. Considered north-facing courtyard design and corner block landscaping maintains privacy, while still being connected to the open planned spaces.

Levels	1
Bedrooms	3
Bathrooms	1
Living Area	116m ²
Carport	18m ²

JOIN OUR COMMUNITY

suburbanland.act.gov.au/north-wright

CALL US TODAY

1800 777 952

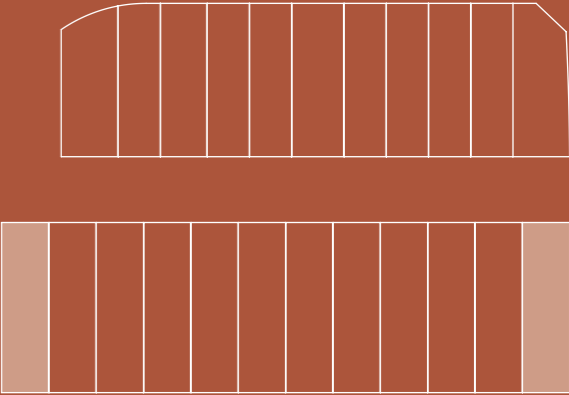


ACT
Government

Suburban Land
Agency

The Suburban Land Agency (SLA) makes no warranty regarding the accuracy or completeness of information in this publication and recommends obtaining independent legal, financial and accounting advice before considering purchasing. The plans, examples and information contained herein are for illustrative purposes only and should not, without further inquiry, be relied upon as to their ultimate accuracy. To the extent permitted by law, the SLA will not be responsible for any loss or damage that may be incurred as a result of your reliance upon these materials. Plans and rendered images copyright Suburban Land Agency.

HOME
3



SINGLE LEVEL



3 BED



1 BATH

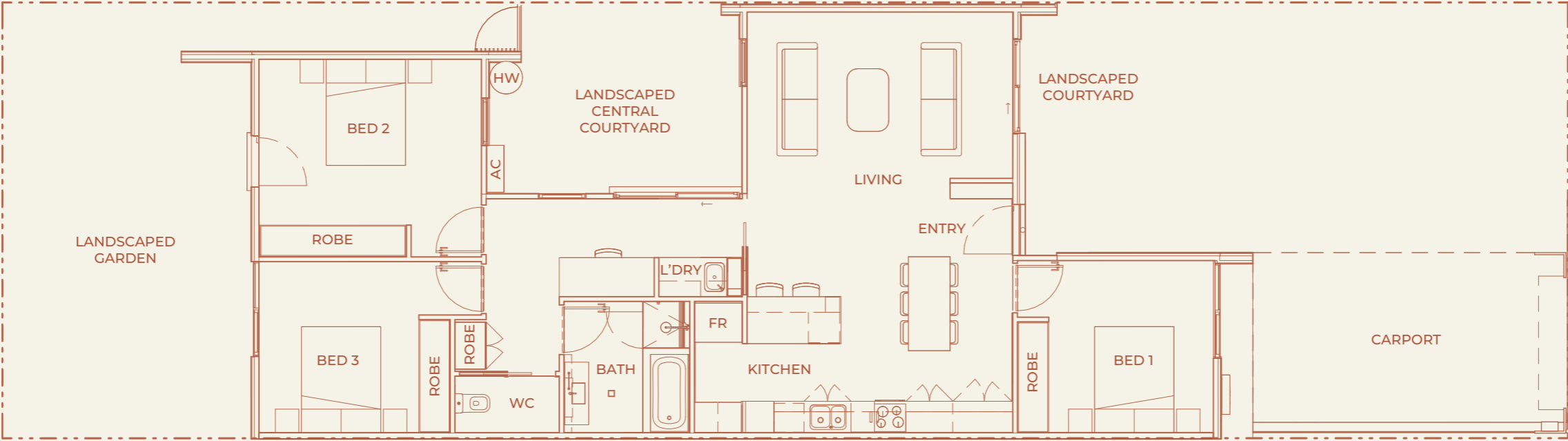
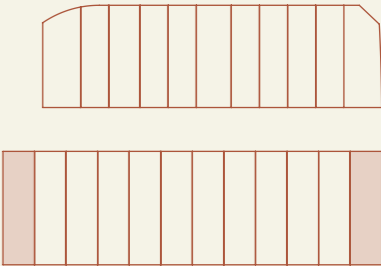


CARPORT



EER 7.9

The buyer is advised that any furniture shown is not included.
The buyer is advised that as construction is not yet complete, variations to the floor plan may occur in accordance with the First Grant Contract.



HOME 3
SINGLE LEVEL, 3 BED

SCALE
1 : 100 @ A3

SECTION 55
BLOCKS 1 AND 12*

Asterisk (*) indicates a home with a mirrored plan

A Sustainable Precinct by SLA

North Wright

STAGE 1

Home 4a offers a flexible, multi-functional floorplan. North-facing orientation, raked ceilings and high-set windows maximise natural light and airflow. This compact, airtight design is extremely energy efficient to run, featuring a cleverly concealed European laundry. Central courtyard design and block landscaping maintains privacy, while street-facing elements promote passive surveillance.

Room To Grow

This floorplan has been designed to evolve to your future needs. Featuring flexible spaces, this clever design also allows for future extensions for a garage and an extra bedroom.

Levels	1
Bedrooms	2 + RTG
Bathrooms	1
Living Area	99m ²
Carport	18m ²

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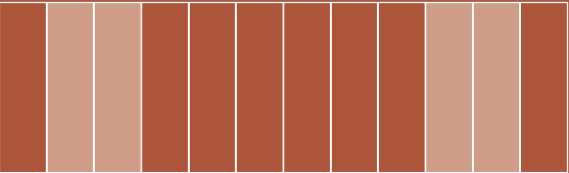
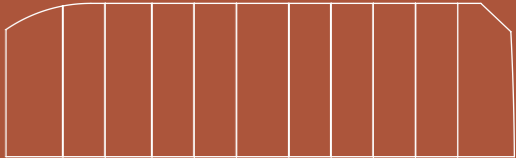
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HOME

4a



SINGLE LEVEL



2 BED + ROOM TO GROW



1 BATH

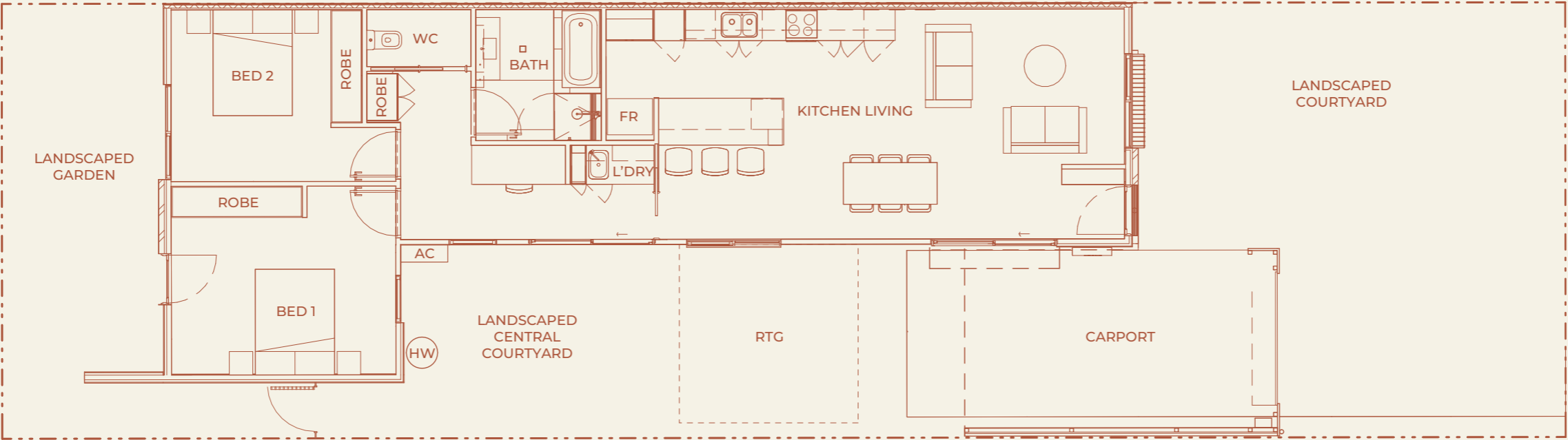
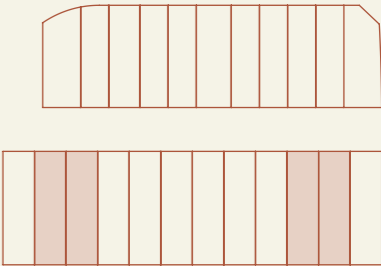


CARPORT



EER 7.7-8.2

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HOME 4a
SINGLE LEVEL, 2 BED + ROOM TO GROW

SCALE
1 : 100 @ A3

SECTION 55
BLOCKS 2, 3*, 10 AND 11*

Asterisk (*) indicates a home with a mirrored plan

A Sustainable Precinct by SLA

North Wright

STAGE 1

Home 4b offers a flexible floorplan. Spacious, open plan living meets Livable Silver Housing Design standards to provide comfort and accessibility in every season. North-facing orientation, raked ceilings and high-set windows with Stromlo Park views maximise natural light and airflow. This compact, airtight design is extremely energy efficient to run. A private central courtyard sits at the heart of the home, while front and rear gardens blend into the surrounding landscape and nearby park.

Levels	1
Bedrooms	3
Bathrooms	1
Living Area	113m ²
Carport	18m ²

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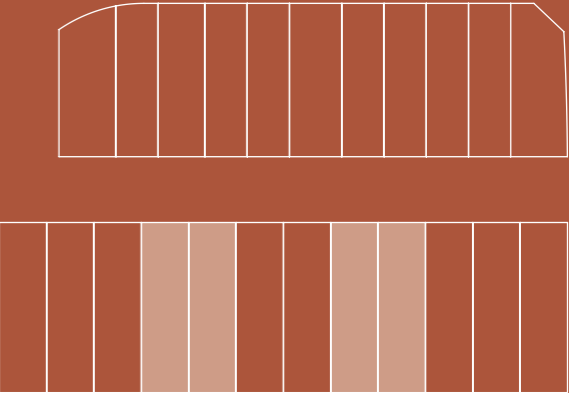
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HOME

4b



SINGLE LEVEL



3 BED



1 BATH

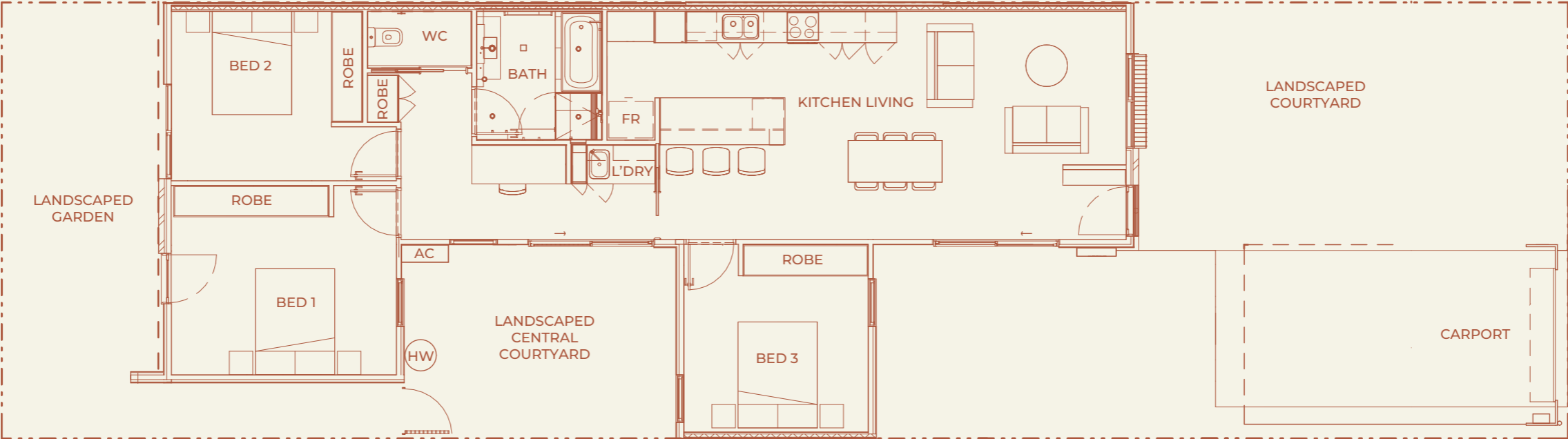
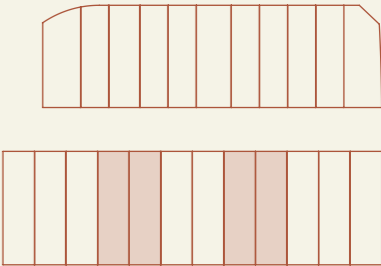


CARPORT



EER 7.4-8.0

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HOME 4b
SINGLE LEVEL, 3 BED

SCALE
1 : 100 @ A3

SECTION 55
BLOCKS 4, 5*, 8 AND 9*

Asterisk (*) indicates a home with a mirrored plan

A Sustainable Precinct by SLA

North Wright

STAGE 1

Home 5 is a double-storey 2-bathroom floorplan positioned to offer enviable views of both Stromlo Forest and Canberra’s iconic Black Mountain. North-facing orientation, raked ceilings maximise natural light and airflow. This compact, dual key design with European laundry includes a separate self-contained unit. Garage, courtyard design and landscaping maintain privacy, while street-facing elements promote passive surveillance.

Dual Key Studio

The dual key design provides a fully self contained unit. This floor plan allows for greater flexibility with a secondary unit that has its own entry, bathroom and kitchenette.

Levels	2
Bedrooms	3
Bathrooms	2
Living Area Ground Floor	106m ²
Living Area First Floor	38m ²
Garage	25m ²

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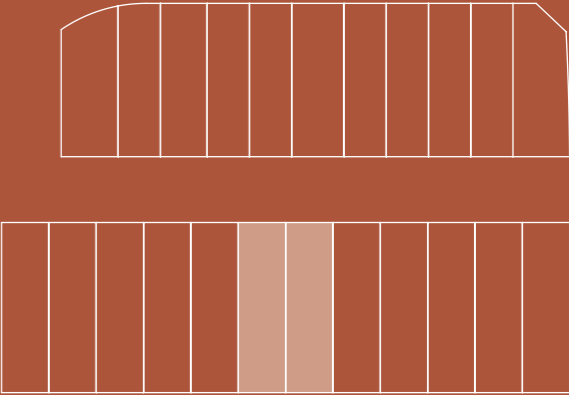


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HOME
5



TWO LEVEL



3 BED, DUAL KEY STUDIO



2 BATH

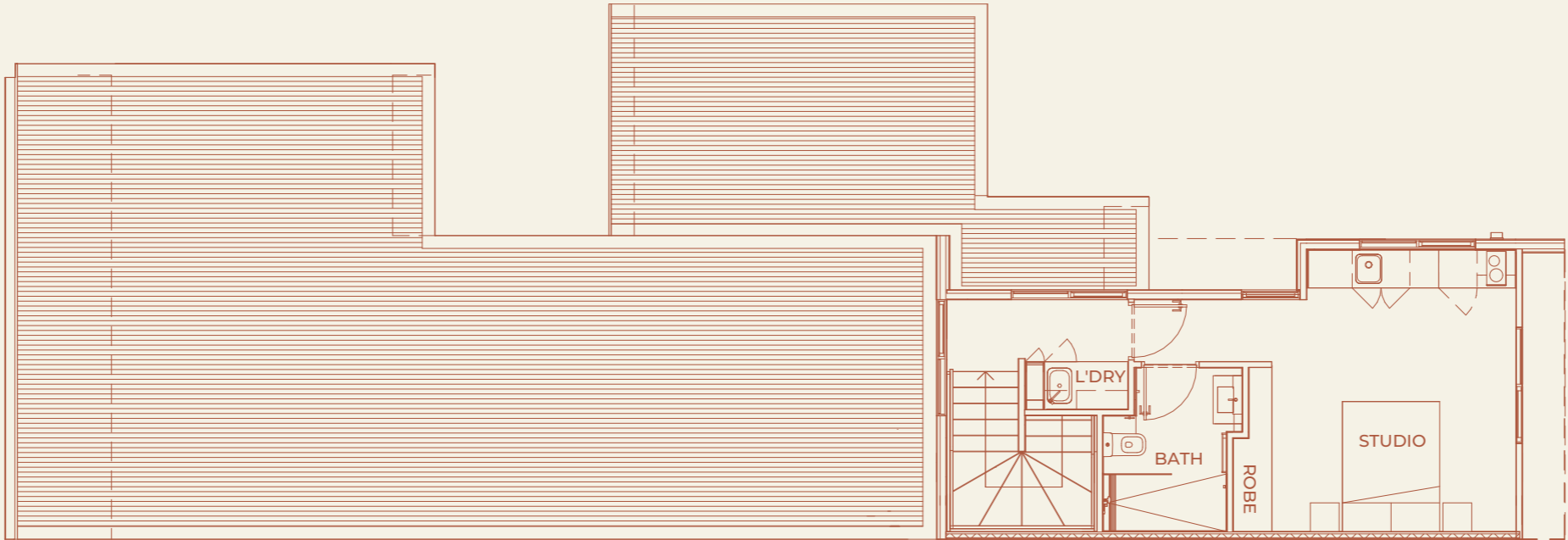
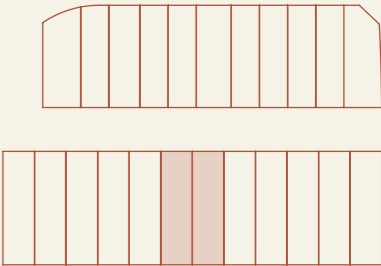


GARAGE

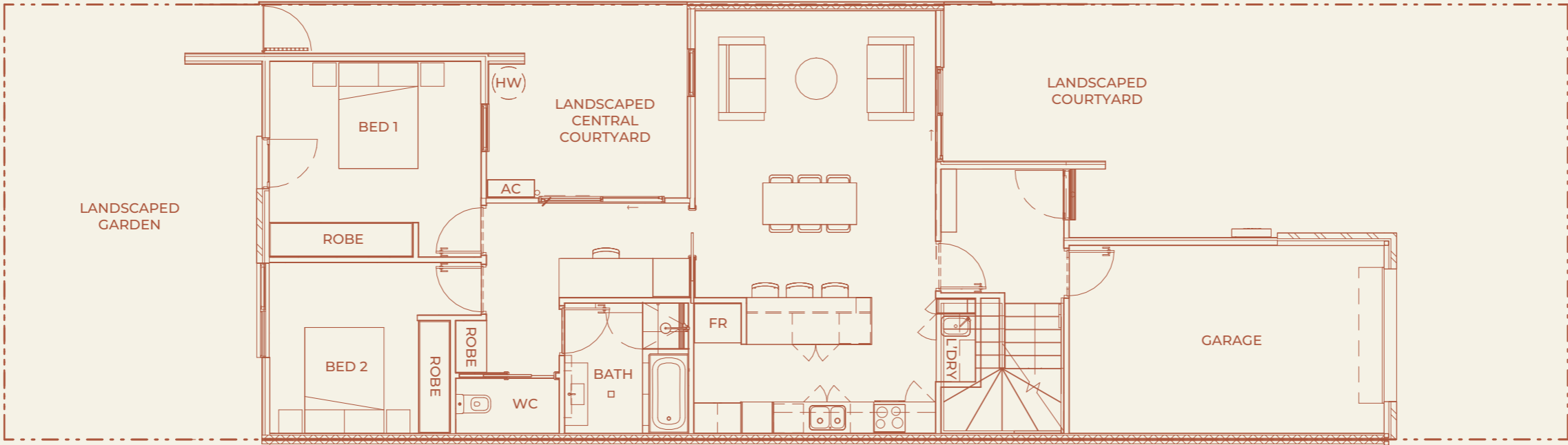


EER 7.2-7.4

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FIRST FLOOR



GROUND FLOOR

HOME 5
TWO LEVEL, 3 BED, DUAL KEY STUDIO

SCALE
1 : 100 @ A3

SECTION 55
BLOCKS 6 AND 7*

Asterisk (*) indicates a home with a mirrored plan

A Sustainable Precinct by SLA

North Wright

STAGE 1

Home 6 is a double-storey 2-bathroom floorplan positioned to offer enviable views. Open plan living meets Livable Silver Housing Design standards to provide comfort and accessibility. North-facing orientation, maximises natural light and airflow, making it extremely energy efficient to run. Positioned at the entry points, these corner block homes feature garages and cleverly designed courtyards and landscaping to offer privacy. Street facing elements promote passive surveillance.

Levels	2
Bedrooms	3
Bathrooms	2
Living Area Ground Floor	78m ²
Living Area First Floor	51m ²
Garage	24m ²

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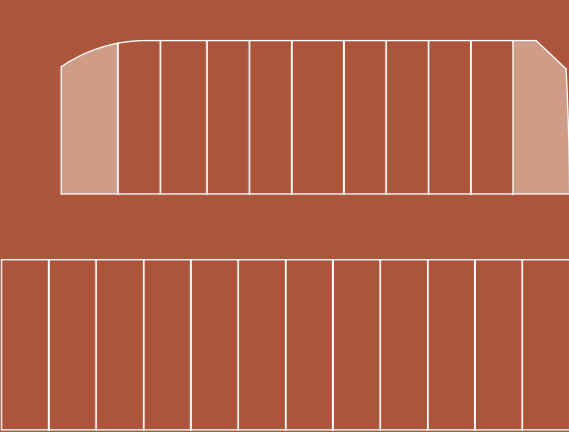


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HOME 6



TWO LEVEL



3 BED



2 BATH

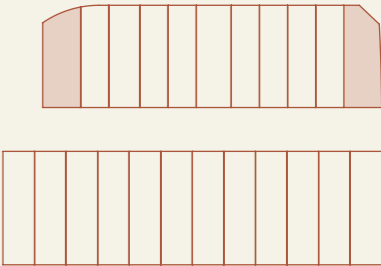


GARAGE

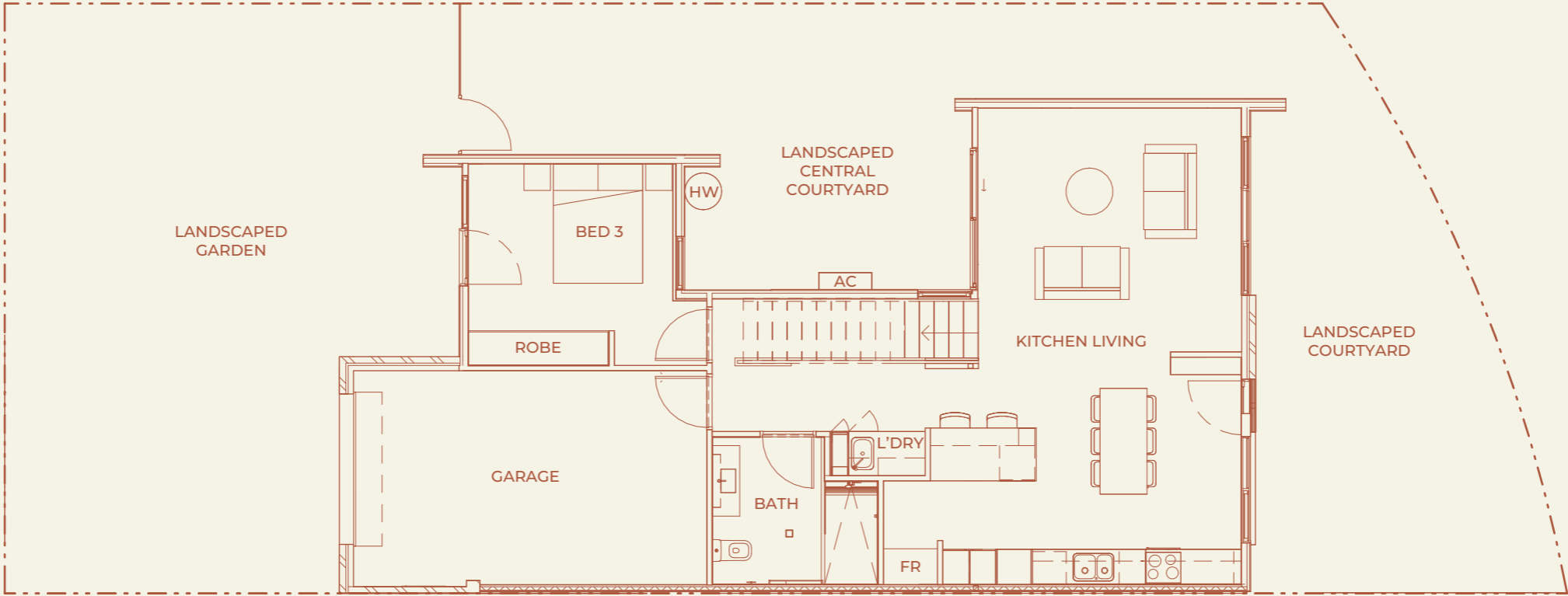


EER 7.8-8.0

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The buyer is advised that as construction is not yet complete, variations to the floor plan may occur in accordance with the First Grant Contract.



FIRST FLOOR



GROUND FLOOR

HOME 6
TWO LEVEL, 3 BED

SCALE
1 : 100 @ A3

SECTION 56
BLOCKS 1 AND 11*

Asterisk (*) indicates a home with a mirrored plan

A Sustainable Precinct by SLA

North Wright

STAGE 1

Home 7 is defined by spacious, open plan living that meets Livable Silver Housing Design standards to provide comfort and accessibility in every season. North-facing orientation, raked ceilings and high-set windows maximise natural light and airflow. This-compact, airtight design is extremely energy efficient to run with the highest Energy Efficiency Rating of the Precinct. It features a cleverly concealed European laundry, separate toilet to bathroom, and a carport doubling as an outdoor entertaining area. The northern courtyard provides a private oasis, with the front garden offering both privacy and connection to your neighbours.

Levels	1
Bedrooms	2
Bathrooms	1
Living Area	87-95m ²
Carport	18m ²

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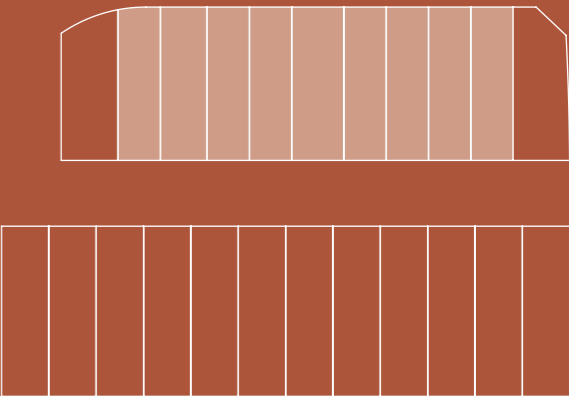


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HOME 7



SINGLE LEVEL



2 BED



1 BATH

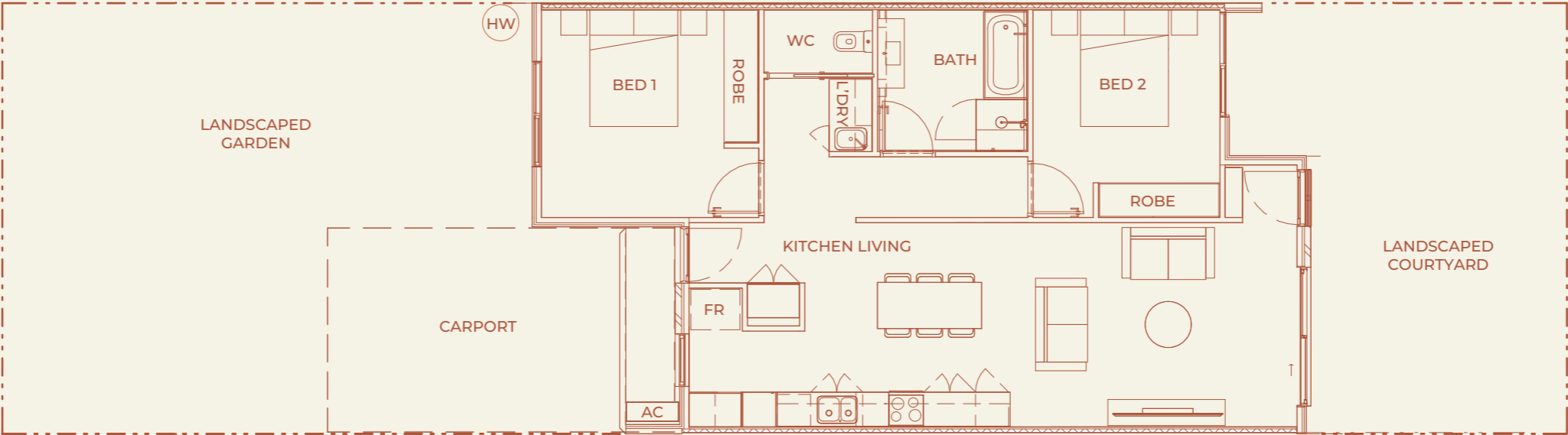
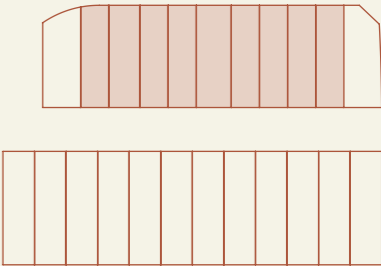


CARPORT



EER 8.4-8.9

The buyer is advised that any furniture shown is not included.
The buyer is advised that as construction is not yet complete, variations to the floor plan may occur in accordance with the First Grant Contract.



HOME 7
SINGLE LEVEL, 2 BED

SCALE
1 : 100 @ A3

SECTION 56
BLOCKS 2,3*,4,5*,6,7*,8,9*,10

Asterisk (*) indicates a home with a mirrored plan

ANNEXURE E – INCLUSIONS LIST

A Sustainable
Precinct by SLA
North Wright

STAGE 1

incisions

GENERAL

Windows and sliding doors	Double glazed, aluminium framed, powder-coated windows throughout.
Flyscreen	Flyscreen to all window frames and sliding doors.
Cladding	Mix of recycled brick, lightweight steel cladding and Weathertex cladding or equivalent.
Roofing	Corrugated steel roofing, custom orb (Southerly), Lysalight.
Carport/garage with garage door	Motorised single garage door with 2x remote door controls. Stratco or equivalent.
Fire rating	As per Australian Standards (AS) and National Construction Code (NCC) requirements.
Energy efficiency rating	All homes will have a minimum Energy Efficiency Rating (NatHERS) from 7.2 to 8.9 stars.
3000L rainwater tank	With garden tap. Kingspan or equivalent.
Storage shed	Size: 1860 x 770 x 1950mm. Stratco or equivalent.
Letterbox	Stainless steel wall mount letterbox. Sandleford or equivalent.
Clothesline	Single folding frame clothesline or equivalent. Size: 2.2 x 0.68m.
Fencing	Mix of recycled hardwood, steel mesh, recycled brick and metal.
Door bell	Honeywell Home or equivalent.
Hot water unit	ENVIROSUN® Energy Efficient Heat Pump Hot Water Heater 246L capacity.
Split system air conditioner	1 x LG WH18SL 5.0kW (ground floor) and 1 x WH12SK 3.5kW (first floor).
Heat Recovery and Ventilation (HRV) System	Decentralised HRV system, Steibel Eltron Model number: VLR 70 S/VLR 70L or equivalent unit.
Demand Management System	Evergen home energy management system, capable of home power management.
Landscaping	Fully landscaped with a mix of paving, hard and soft landscaping (including climate-wise plants) per the landscape plans.
Solar panels	Rooftop solar panels, minimum 5kW.
Ceiling height	2.55m minimum ceiling height, with square set cornices.
EV ready	GPO provided in garage for charging station.
NBN ready	Pre-wired for NBN connection.
Maintenance	90 day maintenance period after settlement.

KITCHEN AND LAUNDRY

Kitchen benchtop, laundry bench	Paperock or equivalent. 25mm ply substrate with high-pressure laminate (HPL) with nano technology. • Colour scheme 1: Dusk • Colour scheme 2: Dawn
Kitchen and laundry cabinets	Polytec or equivalent. Moisture resistant medium density fibreboard. Soft close with round flush handles. • Colour scheme 1: Dusk • Colour scheme 2: Dawn
Cooktop	60cm induction cooktop – 4 zones. Fisher & Paykel or equivalent.
Oven	60cm built-in oven 5 functions or equivalent. Fisher & Paykel or equivalent.
Rangehood	60cm undermount rangehood or equivalent. Fisher & Paykel or equivalent.
Kitchen sink	Polar 390mm 1 ½ bowl flushline sink, top mount.
Laundry sink	Single 30L flushline tub, top mount.
Kitchen/laundry mixer	Round pin or equivalent gooseneck sink mixer. Clark or equivalent.

BATHROOM

Vanity mixer	Round pin basin mixer. Clark or equivalent.
Vanity and basin	Mont Albert 1200mm wall hung vanity unit. Finish: Light ash, textured. Top and basin: Casa integrated ceramic benchtop and undermount basin with single tap.
Bath spout	Round basin/bath outlet. Clark or equivalent.
Bath mixer	Round pin shower/basin/bath mixer. Clark or equivalent.
Towel rail	Round 900mm and 300mm single towel rails.
Toilet	Luna Square Cleanflush wall-faced toilet suite. Caroma or equivalent.
Toilet roll holder	Round Toilet Roll Holder. Clark or equivalent.
Shower head	Round II Rail Shower. Clark or equivalent.
Shower screen	Creative Glass frameless front and return. Polished chrome hardware with hinged door.
Shower shelf	400mm. Clark or equivalent.
Bathtub	Caroma stirling rectangle bath. 1525 x 770 x 330mm.
Exhaust	Eco Tactic Vivid 3 in 1 bathroom.
Mirror	Rectangular mirror with shelf.

LIGHTING AND FANS

External	Wall-mounted LED fittings located in the garden, courtyard and front door.
Internal	Primary recessed internal LED lighting.
Pendant light	Bamboo disc pendant located in the kitchen.
Bathroom light	Minimalist Glass Dome Wall Sconce or equivalent.
Ceiling fans	Skyfan 3 Blade ceiling fan or equivalent. 6-speed LCD remote control included. In each bedroom and living room.

POWER

ROOM/SPACE	ELECTRICAL REQUIREMENTS
Entry/living/dining	<ul style="list-style-type: none">• TV Antenna Outlet connected to antennae• 2 x DGPOs• 1 x data outlet• 2 x DGPOs with USB
Kitchen	<ul style="list-style-type: none">• Power for appliances including cooktop, fridge, exhaust, dishwasher, oven, microwave• 2 x DGPOs above kitchen bench with USB TYPE C• 1 x DGPOs
Laundry	<ul style="list-style-type: none">• 2 x DGPO• 2 x GPOs for a washing machine and a dryer
Bathroom	<ul style="list-style-type: none">• 1 x DGPO wall mounted• 1 x GPO for a future infrared heat panel
Bedrooms	<ul style="list-style-type: none">• 2 x DGPOs• 1 x GPO for a future infrared heat panel (if required)• 1 x USB outlet associated with at least one DGPO
Study	<ul style="list-style-type: none">• 2 x DGPO to study desk area• 1 x data outlet connected to NBN• 1 x USB outlet
External/garage/carport	<ul style="list-style-type: none">• 3 x IP rated DGPOs for dwelling Types 3-6 / 2 x IP rated DPOs for Type 7

DUAL KEY (HOME 5)

Cooktop	30cm induction cooktop – 4 zones. Fisher & Paykel or equivalent.
Sink	Polar 405mm single bowl flushline sink.
Vanity basin	Mont Albert 750mm wall hung vanity unit. Finish: Light ash, textured. Top and basin: Casa integrated ceramic benchtop and undermount basin with single mixer tap.
Towel rail	Round 600mm single towel rail.

FINISHES AND COLOUR SCHEME

COLOUR SCHEME – DUSK

Kitchen, laundry benchtops	Indigo.
Kitchen, laundry cabinets	White.
L-shaped shelves and joinery features	Light Concrete.
Paint general	Dulux: Snowy Mountains Quarter (SW1G3).
Feature paint to raked ceilings only	Dulux: Figurine Half (S11E1H).
Feature paint to bathroom walls	Dulux Wash&Wear®: Figurine Half (S11E1H).
Feature paint to internal doors	Dulux: Figurine Half, Semi-Gloss (S11E1H).
Carpet	Eco+ Triexta Carpet Sheer Wonder: Cut Pile Twist, Steel Blue (885).
Flooring	Marmoleum: Real, Slate Grey (3137).
Floor tiles	Porcelain Tile with Terrazzo Effect: ‘White’, 300mm x 300mm. Floors + Two full tile high around skirting (600mm).
Wall tiles	Marlow, Ceramic Glazed Wall Tile: ‘Ocean’, 75mm x 300mm. Skirting 2 tiles high in WC, Vanity wall to approx. 1125mm, shower to approx. 2100mm, and as shown in plans.

COLOUR SCHEME – DAWN

Kitchen, laundry benchtops	Forest.
Kitchen, laundry cabinets	White.
L-shaped shelves and joinery features	Blush.
Paint general	Dulux: Snowy Mountains Quarter (SW1G3).
Feature paint to raked ceilings only	Dulux: Taupe White Half (S10A1H).
Feature paint to bathroom walls	Dulux Wash&Wear®: Taupe White Half (S10A1H).
Feature paint to internal doors	Dulux: Taupe White Half, Semi-Gloss (S10A1H).
Carpet	Eco+ Triexta Carpet Sheer Wonder: Cut Pile Twist, Woodland Green (980).
Flooring	Marmoleum: Real, Serene Grey (3146).
Floor tiles	Porcelain Tile with Terrazzo Effect: ‘Cloud’, 300mm x 300mm. Floors + Two full tile high around skirting (600mm).
Wall tiles	Marlow, Ceramic Glazed Wall Tile: ‘Tide’, 75mm x 300mm. Skirting 2 tiles high in WC, Vanity wall to approx. 1125mm, shower to approx. 2100mm, and as shown in plans.

FINISHES AND COLOUR SCHEME

Internal doors	Corinthian Doors or equivalent.
Door hardware	Lockwood or equivalent.
Wardrobe including doors	Sliding wardrobe doors. Colour ultra matte white laminate with handles.

COLOUR SCHEME SCHEDULE

Block and Section	Home Type	Colour Scheme	Internal Living Area	EER
Block 1, Section 55	Type 3	Dusk	116m ²	7.9
Block 2, Section 55	Type 4a	Dawn	99m ²	8.2
Block 3, Section 55	Type 4a	Dusk	99m ²	7.9
Block 4, Section 55	Type 4b	Dawn	113m ²	8.0
Block 5, Section 55	Type 4b	Dusk	113m ²	7.4
Block 6, Section 55	Type 5	Dawn	144m ²	7.2
Block 7, Section 55	Type 5	Dusk	144m ²	7.4
Block 8, Section 55	Type 4b	Dawn	113m ²	7.8
Block 9, Section 55	Type 4b	Dusk	113m ²	7.7
Block 10, Section 55	Type 4a	Dawn	99m ²	8.2
Block 11, Section 55	Type 4a	Dusk	99m ²	7.7
Block 12, Section 55	Type 3	Dawn	116m ²	7.9
Block 1, Section 56	Type 6	Dusk	129m ²	7.8
Block 2, Section 56	Type 7	Dawn	87m ²	8.8
Block 3, Section 56	Type 7	Dusk	95m ²	8.9
Block 4, Section 56	Type 7	Dawn	87m ²	8.8
Block 5, Section 56	Type 7	Dusk	87m ²	8.4
Block 6, Section 56	Type 7	Dawn	88m ²	8.5
Block 7, Section 56	Type 7	Dusk	87m ²	8.8
Block 8, Section 56	Type 7	Dawn	87m ²	8.9
Block 9, Section 56	Type 7	Dusk	87m ²	8.8
Block 10, Section 56	Type 7	Dawn	87m ²	8.7
Block 11, Section 56	Type 6	Dawn	129m ²	8.0

DISCLAIMERS

- The buyer is advised that the where natural materials are proposed for the finishes, those natural materials may display varying characteristics from the display finishes board and/or display homes due to the nature of such naturally occurring materials.
- The buyer is advised that minor variations in location and quantities of light fittings, GPOs, telecommunication outlets, and TV outlets may occur.
- Please refer to the individual products and appliances for the manufacturers warranty.
- The buyer is advised that there may be a substitution of inclusions in accordance with the First Grant Contract.

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ANNEXURE F – ENERGY EFFICIENCY RATING

ANNEXURE G – COLOUR SCHEME SCHEDULE

Land Reference	Street Address	Colour Scheme
Block 1, Section 55	4 Ian Mudie Lane, North Wright ACT 2611	Dusk
Block 2, Section 55	6 Ian Mudie Lane, North Wright ACT 2611	Dawn
Block 3, Section 55	8 Ian Mudie Lane, North Wright ACT 2611	Dusk
Block 4, Section 55	10 Ian Mudie Lane, North Wright ACT 2611	Dawn
Block 5, Section 55	12 Ian Mudie Lane, North Wright ACT 2611	Dusk
Block 6, Section 55	14 Ian Mudie Lane, North Wright ACT 2611	Dawn
Block 7, Section 55	16 Ian Mudie Lane, North Wright ACT 2611	Dusk
Block 8, Section 55	18 Ian Mudie Lane, North Wright ACT 2611	Dawn
Block 9, Section 55	20 Ian Mudie Lane, North Wright ACT 2611	Dusk
Block 10, Section 55	22 Ian Mudie Lane, North Wright ACT 2611	Dawn
Block 11, Section 55	24 Ian Mudie Lane, North Wright ACT 2611	Dusk
Block 12, Section 55	26 Ian Mudie Lane, North Wright ACT 2611	Dawn
Block 1, Section 56	57 Thwaites Crescent, North Wright ACT 2611	Dusk
Block 2, Section 56	55 Thwaites Crescent, North Wright ACT 2611	Dawn
Block 3, Section 56	53 Thwaites Crescent, North Wright ACT 2611	Dusk
Block 4, Section 56	51 Thwaites Crescent, North Wright ACT 2611	Dawn
Block 5, Section 56	49 Thwaites Crescent, North Wright ACT 2611	Dusk
Block 6, Section 56	47 Thwaites Crescent, North Wright ACT 2611	Dawn
Block 7, Section 56	45 Thwaites Crescent, North Wright ACT 2611	Dusk
Block 8, Section 56	43 Thwaites Crescent, North Wright ACT 2611	Dawn
Block 9, Section 56	41 Thwaites Crescent, North Wright ACT 2611	Dusk
Block 10, Section 56	39 Thwaites Crescent, North Wright ACT 2611	Dawn
Block 11, Section 56	37 Thwaites Crescent, North Wright ACT 2611	Dawn

ANNEXURE H – FRWT CLEARANCE CERTIFICATE



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

Our reference: 2410894950853
Phone: 13 28 66

15 January 2024

Your foreign resident capital gains withholding clearance certificate

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

Hello

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

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

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

Yours sincerely

John Ford
Deputy Commissioner of Taxation

NEED HELP?

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

CONTACT US

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

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

ANNEXURE I – ELIGIBILITY DEED

DATED:

2024

Suburban Land Agency ABN 27 105 505 367

(Seller)

xxxx

(Buyer)

ELIGIBILITY DEED



ELIGIBILITY DEED

THIS DEED made on

2024

BETWEEN **Suburban Land Agency ABN 27 105 505 367** of 480 Northbourne Avenue, Dickson in the Australian Capital Territory
(the **Seller**)

AND **XXXX** of **xxxxxx** in the **Australian Capital Territory**
(the **Buyer**)

RECITALS:

- A. By the First Grant Contract, the Seller agreed to sell, and the Buyer agreed to buy the Property.
- B. Pursuant to clause 43 of the First Grant Contract, the Buyer provides the Residency Status Warranty and the Undertakings.
- C. The parties acknowledge and agree that the Residency Status Warranty and Undertakings do not merge on Completion and to preserve the Residency Status Warranty and Undertakings, the Buyer reaffirms the Residency Status Warranty and Undertakings on the terms contained in this Deed.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context requires otherwise:

"Business Day" means a day that is not a Saturday, Sunday, bank holiday or public holiday in the Australian Capital Territory.

"Caveat" means a caveat in favour of the Seller to be registered over the title for the Property substantially in the form annexed to this Deed as Annexure A.

"Claim" means a claim, notice, demand, action, proceeding, litigation, investigation, or judgement however arising, whether present or future, actual or contingent, and whether involving a third party or a party to this Deed.

"Completion" means the time at which the First Grant Contract is completed.

"First Grant Contract" means the First Grant Contract – Land Ready and Dwelling Construction between the Seller and the Buyer dated **xxxx** under which the Seller has agreed to sell, and the Buyer has agreed to buy the Property.

"Deed" means the agreement between the parties constituted by this Deed and "this Deed" shall have a corresponding meaning and shall include all schedules, appendices, exhibits and annexures to this Deed.

"Occupation Period" means the period of twelve (12) months commencing on the date of Completion or the date that the Buyer first takes occupation of the Property, whichever is the earlier.

"SLA Privacy Policy" means the privacy policy and/or statement published from time to time on the website managed by the Suburban Land Agency.

"Property" means the unexpired residue of the Crown lease granted over the land known as [street address], being Block x Section x in the Division of North Wright, including the improvements erected on the land.

"Residency Status Warranty" means the Buyer's warranty that the Buyer is either:

- (a) an Australian Citizen;
- (b) a Permanent Resident residing in Australia; or
- (c) a New Zealand citizen residing in Australia,

and restated in clause 2 of this Deed.

"Undertakings" means the undertakings given by the Buyer pursuant to clause 43 of the First Grant Contract and restated under clause 2 of this Deed, being an undertaking;

- (d) to reside in the Property as the Buyer's principal place of residence;
- (e) not to sell, transfer or otherwise dispose of the Property; and
- (f) not to lease, licence or otherwise allow the Property to be occupied by someone else, except where the Buyer resides in the Property during the term of the lease or licence,

within the Occupation Period.

1.2 Interpretation

In the interpretation of this Deed, unless contrary intention appears :

- (a) no provision of this Deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Deed or that provision;
- (b) a reference to "currency", "A\$", "\$A", "dollar" or "\$" is a reference to Australian currency;
- (c) "including" and similar expressions are not and must not be treated as words of limitation; and
- (d) headings and tables of contents are inserted for convenience only and have no effect on interpretation.

- 1.3 Any term not defined in this Deed that is defined in the First Grant Contract shall have the meaning given to that term in the First Grant Contract.

2. BUYER WARRANTY AND UNDERTAKINGS

2.1 Residency Status Warranty

- (a) The Buyer warrants:
 - (i) that the Buyer is either:
 - 1. an Australian Citizen;
 - 2. a Permanent Resident residing in Australia; or
 - 3. a New Zealand citizen residing in Australia,

and that the Buyer has no intention and is not aware of any potential change to the Buyer's residency status; and

- (ii) that the Buyer has not facilitated any sub-sale or on-sale of any part of the Property under the First Grant Contract.
- (b) The Buyer acknowledges that the Seller may request reasonable evidence from the Buyer of the Buyer's compliance with the Residency Status Warranty and the Buyer must comply with the Seller's request promptly.

2.2 Undertakings

- (a) The Buyer hereby undertakes:

- (i) during the Occupation Period:

1. to reside in the Property continuously as the Buyer's principal place of residence;
2. not to sell, transfer or otherwise dispose of the Property; and
3. not to lease, licence or otherwise allow the Property to be occupied by someone else, except where the Buyer resides in the Property during the term of the lease or licence; and

- (ii) to inform the Seller:

1. of any change to the Buyer's residency status; and
2. of any breach or potential breach of any Undertakings,

within 14 calendar days of the Buyer becoming aware of the change, breach or potential breach (as applicable); and

- (iii) to disclose the terms of this Deed to the Buyer's financier, lender and/or mortgagee (if any).

- (b) The Buyer acknowledges that the Seller may request reasonable evidence from the Buyer of the Buyer's compliance with the Undertakings and the Buyer must comply with the Seller's request promptly.

3. CAVEAT

- 3.1 As security for the Buyer's compliance with the Undertakings, the Buyer hereby irrevocably authorises and consents to the Seller lodging the Caveat over the Property.

- 3.2 The Seller must, within 10 Working Days of either:

- (a) the Occupation Period expiring; or
- (b) the Property being sold pursuant to a power of sale by the Buyer's mortgagee and the mortgagee submitting a written request with the Seller for the withdrawal of the Caveat,

prepare and lodge a withdrawal of the Caveat.

- 3.3 If the Buyer requests that the Caveat is removed prior to the expiry of the Occupation Period and the Seller agrees, the Buyer must pay to the Seller on demand the Seller's costs associated with the withdrawal of the Caveat.

3.4 The Seller must:

- (a) not lodge the Caveat in priority to the mortgage to be registered on the Property title immediately following Completion in favour of the Buyer's mortgagee (if any); and
- (b) except if the Buyer is or will be in breach of the Residency Status Warranty or the Undertakings, consent to the lodgement of any dealing on title within 10 working days of the Buyer submitting a written request with the Seller.

4. DEFAULT & TERMINATION

4.1 If the Buyer:

- (a) breaches any of the warranties given by the Buyer pursuant to clause 2.1(a);
- (b) breaches any one or more of the Undertakings given by the Buyer pursuant to clause 2.2; or
- (c) is otherwise in breach of any other provision of this Deed,

regardless of whether the Buyer has given notice to the Seller in accordance with clause 2.2(a)(ii), the Seller may at any time thereafter terminate this Deed at the Seller's election by giving written notice to the Buyer.

4.2 If the Buyer is in breach of this Deed:

- (a) the Buyer must compensate the Seller for the loss or damages suffered by reason of the Buyer's breach;
- (b) the Seller may recover from the Buyer damages arising from the Buyer's breach; and/or
- (c) the Seller may impose restrictions or prohibitions on the Buyer participating in any future offerings of land.

5. PRIVACY

5.1 The Buyer acknowledges that they have received, read, and understood the SLA Privacy Policy and accepts that any information collected by the Seller pursuant to this Deed, or previously in relation to this Deed, is held and used in accordance with the SLA Privacy Policy.

5.2 The Buyer:

- (a) consents to the Seller's use of any personal information provided by the Buyer to reasonably fulfil the purpose of this Deed and any of its functions, including but not limited to disclosure of personal information to the ACT Revenue Office and other relevant Authorities; and
- (b) to the extent SLA has complied with the SLA Privacy Policy, releases the SLA from any claim and/ or liability arising from the improper use of the Buyer's information by a third party following the provision of the Buyer's information by the SLA as contemplated under clause 5.2(a).

6. MISCELLANEOUS

6.1 No Waiver

- (a) Any delay or failure to enforce any term of this Deed will not be deemed to be a waiver.
- (b) There is no implied waiver by either party in respect of any term of this Deed and any waiver granted by either party shall be without prejudice to any other rights.

- (c) Any waiver must be in writing and does not cover subsequent breaches of the same or a different kind.
- (d) A waiver by a party of its rights under this Deed is only effective in relation to the particular obligation or breach in respect of which it is given.

6.2 Costs

The Buyer shall pay its own costs and expenses including legal costs in connection with the negotiation, and execution of this Deed.

6.3 Stamp Duty

- (a) The Buyer must pay all stamp duty and other similar taxes, including fines and penalties, which may be payable to or required to be paid by any Authority or determined to be payable in connection with the execution, delivery, performance or enforcement of the First Grant Contract and this Deed or any payment, receipt or other transaction or document contemplated by the First Grant Contract and this Deed.
- (b) Despite any other term of this Deed or the First Grant Contract, the Buyer indemnifies the Seller and will keep the Seller indemnified against any loss or liability incurred or suffered by it as a result of any delay or failure by the Buyer to pay any taxes in accordance with clause 6.3(a).

6.4 Indemnity

The Buyer indemnifies the Seller and will keep the Seller indemnified in respect of any stamp duty or other tax payable in relation to the First Grant Contract, and any claim, costs, loss, damages, or liability arising from a breach of this Deed by the Buyer.

6.5 Variation

No variation to this Deed (including this clause) by any party is effective unless confirmed in writing and signed by the parties. A variation is effective only to the extent for which it is made or given.

6.6 Entire Agreement

This Deed:

- (a) is the entire agreement of the parties concerning everything connected with the subject matter of this Deed; and
- (b) supersedes any prior representations, statements, promises or understanding on anything connected with that subject matter.

6.7 Governing Law

This Deed shall be governed by and construed in accordance with the laws of the Australian Capital Territory and the Commonwealth of Australia, and the parties submit themselves to the exclusive jurisdiction of the Courts of those jurisdictions and those that have jurisdiction to hear any appeals from them.

6.8 Severability

If any provision of this Deed is void, unenforceable or illegal in the jurisdiction governing this Deed, then it is to be read down so as to be valid and enforceable or if it cannot be read down, the provision (or where possible the offending words), is severed from this Deed and the rest of this Deed remains in force.

6.9 Counterparts

This Deed may be executed in any number of counterparts, all of which taken together constitute one and the same document.

EXECUTED as a Deed.

SELLER

Authorised Delegate of the Suburban Land Agency:

Delegate name:

Witness Signature

Witness Name (please print)

BUYER

EXECUTED by

XXXX

Witness Signature

Witness Name (please print)

EXECUTED by

XXXX

.....
Witness Signature

Witness Name (please print)

Annexure A



CAVEAT

Form 036 - X

Land Titles Act 1925

LODGING PARTY DETAILS				
Name	Email Address	Customer Reference Number	Contact Telephone Number	

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
	North Wright			

REGISTERED PROPRIETOR/S (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS (including postcode)

CAVEATOR (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS (including postcode)
Suburban Land Agency	480 Northbourne Avenue, Dickson ACT 2602

FORM OF TENANCY – (to be completed where more than one Caveator is listed)

☐ Joint Tenants ☐ Tenants in Common in (the following shares) - (Please state Caveator's name and shares out in full)

ADDRESS FOR SERVICE OF NOTICES FOR THE CAVEATOR (Must be an address in the Australian Capital Territory – including postcode)	EMAIL ADDRESS FOR SERVICE OF NOTICES FOR THE CAVEATOR (optional)
C/- BAL Lawyers, Level 9, 40 Marcus Clarke Street, Canberra ACT 2601	SLA@ballawyers.com.au

NATURE OF THE ESTATE OR INTEREST IN THE LAND (for information, see guidance notes)

Pursuant to clause 3 of the Eligibility Deed between the Caveator and the Registered Proprietor dated _____.

REPRESENTING SOLICITOR DETAILS FOR CAVEATOR (Complete if applicable – otherwise state below "Not Applicable")		
Name of Firm	Solicitor Email Address	Solicitor Name
BAL Lawyers	SLA@ballawyers.com.au	Benjamin Grady

ACTION REQUIRED BY THIS CAVEAT (Tick the appropriate box – one box must be Ticked)

- (a) Prevention of all instruments with the land (note the statutory exceptions at *S104(4) Land Titles Act 1925*) ☒
- (b) Prevention of all instruments with the land other than those dealings as identified at *S104(5) Land Titles Act 1925* ☐
- (c) Prevention of instruments as follows; ☐

CERTIFICATION *Delete the inapplicable**Caveator**

*The Certifier has taken reasonable steps to verify the identity of the Caveator or his, her or its administrator or attorney.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:

<Name of certifying party>

<Capacity of certifying party>

for: <Company name>

on behalf of the Caveator

OFFICE USE ONLY

Lodged by

Registered date / by

Data entered by

Attachments/Annexures

ANNEXURE J – CONSTRUCTION WARRANTIES

- b. acknowledge that the Principal wishes to ensure that the third party purchasers receive the benefit of the statutory regime set out in Part 6 of the Building Act (including the warranties that are implied by s.88 of the Building Act and the rights to claim against the insurance policies required in Division 6.3) noting that an owner's successors in title would ordinarily succeed to the right of the owner in relation to those statutory warranties and claims against the fidelity fund;
 - c. agree to contractually bind themselves to Part 6 of the Building Act (including those parts of the *Building (General) Regulation 2008* (ACT) (**the Building Regulations**) that apply to the interpretation of the Building Act) as if that Part were extracted in full in this Item 30; and
 - d. agree that a reference to the Building Act and the Building Regulations includes all delegated legislation made under those instruments, and any amendments consolidations, replacements or re-enactments of any of them.
2. The parties agree that to the extent that there is a change in the Building Act or the Building Regulations (from that which appears in this Special Condition) then the higher standard (either under this Contract, or the Building Act or Building Regulations) will apply.
3. For the purposes of this Item 30:
- a. the term "builder" is to be read as a reference to "the Contractor";
 - b. the term "completion day" is to be interpreted according to the Building Act and is not necessarily the Actual Date of Completion;
 - c. the term "contract" is a reference to this Contract (including the Special Conditions);
 - d. the term "owner" and "third party purchaser" mean the person(s) or operating authority(ies) to whom title in the land where the building was built is transferred under a contract for the sale of a residential building; and
 - e. the term "work" is a reference to the Works (in whole or in part), and all other words used in this Item 30 (which are defined in the Building Act or Building Regulations) have the meaning given to them under those instruments.
4. Item 30 is to be interpreted to the same standard as if Part 6 of the Building Act applied to the parties in the ordinary course.

Warranties & Defect Liability Period

5. The Contractor warrants the following in relation to the works:
- a. that the work has been or will be carried out in accordance with the Building Act;
 - b. that the work has been or will be carried out in a proper and skilful way and –
 - i. in accordance with the approved plans; or
 - ii. if the work involves or involved handling asbestos or disturbing friable asbestos – in accordance with approved plans that comply with the Building Act in relation to the asbestos;
 - c. that good and proper materials for the work have been or will be used in carrying out the work;
 - d. if the work has not been completed, and the contract does not state a day by which, or a period within which, the work is to be completed – that the work will be carried out with reasonable promptness;
 - e. if the owner of the land where the work is being or is to be carried out is not the builder, and the owner expressly makes known to the builder, or an employee or agent of the builder, the particular purpose for which the work is required, or the result that the owner desires to be achieved by the work, so as to show that the owner is relying on the builder's skill and judgment – that the work and any material used in carrying out the work is or will be reasonably fit for the purpose or of such a nature and quality that they might reasonably be expected to achieve the result.

6. The warranties referred to in Item 30.1.c and in Item 30.4 end at the end of the period prescribed under the Building Regulations after the completion day for the work which (as at the date of this Contract) are:
 - a. for residential building work in relation to a structural element of a building – 6 years after the completion day for the work; or
 - b. for residential building work in relation to a non-structural element of a building – 2 years after the completion day for the work.
7. The warranties in this Item 30 are in addition to the warranties contained elsewhere in the Contract (including in other Special Conditions).
8. The right to seek remedial action for breaches of the warranties in this Item 30 and the Building Act (as incorporated in this Item 30) apply in addition to the rights and obligations set out in the *Defects* provisions in clauses 45, 46, 67 of the Contract (and all other clauses which aid in the interpretation of those clauses).

Complying residential building work insurance

9. The Contractor must obtain and maintain an insurance policy for insurable residential building work which complies with s.90 of the Building Act as if that section were extracted in full in this Item 30.9.
10. The parties agree that Division 6.3 of the Building Act applies as if it were extracted in full in this Item 30.10.

Assignment

11. In order for the third party purchasers to take the benefit of the contractual regime set out in this Item 30 the parties acknowledge and agree that:
 - a. the Principal may assign its rights and benefits under Item 30 to any third party purchaser(s) of the Works and must give notice of that assignment to the Contractor;
 - b. the Principal may (in its absolute discretion) determine who the third party purchaser(s) will be;
 - c. the Principal may assign its rights and benefits to multiple third party purchasers at any time and from time to time (such that the warranties, the defect liability period, and the insurance obligations set out in this Item 30 run with each block of land sold or transferred);
 - d. the Contractor must not take any adverse position or object to the standing of any third party purchaser to enforce the rights and benefits assigned to them by the Principal;
 - e. (notwithstanding any assignment) the Principal reserves its rights to enforce this Special Condition including Item 30.11.d (for its own benefit and for the benefit of any third party purchaser).
12. The Contractor indemnifies the Principal from and against any claim, action, loss, damage, expense of liability the Principal may sustain or incur in connection with a breach of Item 30.
13. The release of the *Post-Completion Undertaking* pursuant to clause 33.3.2 of the Contract does not (and is not to be construed as):
 - a. the Principal releasing the Contractor from any claim for breach of warranty under this Item 30 which are unknown as at the date of the release of the *Post-Completion Undertaking*; or
 - b. the Principal waiving any rights to enforce the claims referred to in Item 30.13.a (either in its own right or on behalf of any third party purchaser).