

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



DATE OF THIS CONTRACT		2026		
LAND		Block	Section	Division/District
		7	19	Wright
STAGE				
OCCUPANCY		Vacant Possession		
CO-OWNERSHIP	Mark one <i>See clause 13</i>	<input type="checkbox"/> Tenants in common <i>(Show shares)</i>		<input type="checkbox"/> Joint Tenants
CROWN LEASE ELECTION		<input checked="" type="checkbox"/> Standard Lease		
SELLER	Full name ABN Address	Suburban Land Agency 27 105 505 367 480 Northbourne Avenue, Dickson ACT 2602		
SELLER'S SOLICITOR	Firm	Griffin Legal		
	Ref	Nicole Platt / Rebecca Ellem		
	Phone	02 6198 3100		
	Fax	N/A		
	Address	GPO Box 1789, CANBERRA CITY ACT 2601		
	Email	sla.property@griffinlegal.com.au		
BUYER	Full Name ACN Address			
BUYER'S SOLICITOR	Firm			
	Ref			
	Phone			
	Fax			
	DX/Address			
	Email			
RESIDENTIAL WITHHOLDING TAX		New Residential Premises?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
		Potential Residential Land?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
		RW Amount required to be paid?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
PRICE	Price Less Deposit Balance	\$ (The Price is GST inclusive) \$ (5% of Price) – see clause 2 \$		
DATE FOR COMPLETION		On or before 42 days after the Date of this Contract		
STANDARD ANNEXURES	<i>Documents annexed to this Contract</i>	Annexure A – Background Documents; Annexure B – Specimen Crown Lease; Annexure C – Deposited Plan; Annexure D – Site Classification Certificate; Annexure E – Clearance Certificate		
SPECIAL CONDITIONS	<i>Indicate if special conditions apply</i>	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No

READ THIS BEFORE SIGNING

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

Authorised Delegate of the Suburban Land Agency signature:		Buyer signature:	
Delegate name:		Buyer name:	
Witness signature:		Buyer signature:	
Witness name:		Buyer name:	
		Witness Signature:	
		Witness Name:	
		Signed by the Buyer pursuant to section 127 of the Corporations Act 2001 (Cth):	

Director signature:	
Director name:	
Director/ Secretary signature:	
Director/ Secretary name:	

RW AMOUNT

(Residential Withholding Payment) – Further Details

The supplier will frequently be the Seller. However, sometimes further information will be required as to which entity is liable for GST (eg if the 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 or EFT.
- 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; or
 - (b) paid by cheque, which is not honoured on first presentation.

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 23, and clause 24 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 Land to the value of the Deposit or any other amount.
- 2.9 On Completion the Buyer must pay to the Seller the Balance of the Price, together with any other money payable under this Contract, by unendorsed bank cheque.

3. DATE FOR COMPLETION

- 3.1 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.
- 3.2 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 a cheque for the sum of \$440 (inclusive of GST) in favour of the Seller, to be applied against the legal costs and disbursements incurred by the Seller in considering the Extension Request (the **Extension Fee**).

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

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

4. SIGNING OF LEASE

4.1 The Buyer must, no later than 10 working days from the date the Seller serves the Lease on the Buyer:

- (a) sign the Lease; and
- (b) return to the Seller's Solicitor the signed original Lease.

4.2 The Buyer undertakes to register the Lease following Completion.

5. VARIATIONS

5.1 The Buyer acknowledges that the Specimen Crown Lease, Block Details 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 redefinition of the boundaries of the Land;
- (e) minor road re-alignment or dedication; or
- (f) minor variations of the easements relating to the provision of electricity, water, sewerage and stormwater services.

5.2 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.

5.3 The Buyer cannot make a claim (including a claim for compensation under clause 22), objection or requisition or rescind or terminate this Contract in respect of any matter contemplated in clause 5.1.

6. PLANNING CONDITIONS

6.1 The Buyer acknowledges that the Territory Planning Authority, and not the Seller, is responsible for the Territory Plan and all development consents and approvals sought by or on behalf of the Buyer in relation to the Land and the Buyer releases the Seller from any and all liability, cause of action or any other claim in relation to disturbance, loss or detriment caused by the Territory Planning Authority granting, delaying or denying any consent or approval in relation to the Land.

6.2 The Buyer acknowledges it is the Buyer's obligation to make enquiries and to satisfy itself as to the currency and accuracy of the information and requirements of the Planning Act and the Territory Plan in relation to any proposed Development of the Land.

6.3 The Buyer acknowledges that nothing in this Contract or the fact of Completion implies or means that any required approvals, consents or licences regarding planning, design, siting or any other matters relating to the Buyer's Development of the Land will be granted by the Territory Planning Authority or any other relevant Authority or if granted, with or without conditions.

7. PROPERTY ACT

7.1 The Property Act does not apply to this Contract as this Contract is not a sale of Residential Property and the grant of the Lease will be the first grant of a Crown lease over the Land.

8. NON-CONFORMING TRANSFERS NOT TO BE USED

8.1 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.

9. STAMP DUTY

9.1 The Buyer must pay all stamp duty in respect of any transfer of the land.

10. ENTIRE AGREEMENT

10.1 Subject to clause 10.2, 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.

10.2 Clause 10.1 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.

11. NO RELIANCE

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

12. CO-OWNERSHIP

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

13. NON-MERGER

13.1 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.

14. BUYER RELIES ON OWN ENQUIRIES

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

- (a) has not relied on any express or implied statement, warranty or representation whether oral, written or otherwise made by or on behalf of the Seller to the Buyer in connection with the Lease or the Land;
 - (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 Land, other than documentation forming part of this Contract; and
 - (c) is satisfied as to the nature, quality and condition of the Land and the purposes for which the Land may be used, including but not limited to any Development of the Land.
- 14.2 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 Land, or any document annexed to this Contract.
- 14.3 For the avoidance of doubt, the Seller will not be liable to the Buyer for any damage or loss caused to the Land, or the existence of any building waste on the Land, 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.
- 14.4 Nothing in this clause limits the 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.

15. PRIVACY

- 15.1 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.
- 15.2 The Buyer 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.

16. BUYER RIGHTS AND LIMITATIONS

- 16.1 The Buyer is not entitled to make any requisitions on the title to the Land.
- 16.2 Subject to clause 16.3, the Buyer cannot make a claim (including a claim for compensation under clause 22), objection or requisition or rescind or terminate this Contract in respect of:
- (a) a Utility Service for the Land being a joint service or passing through another property, or any Utility Service for another property passing through the Land;
 - (b) a promise, representation or statement about this Contract, the Land or the Lease, not made in this Contract;
 - (c) the size of any service ties for the supply of water on or to the Land;
 - (d) any matter contained in the Block Fill Plans or the existence of regrading, fill, contamination of any Substance or other disability of or upon the Land, whether caused by an Authority, the Seller, previous occupant of the Land or otherwise;
 - (e) any soil classification in relation to the Land; and
 - (f) anything disclosed in this Contract (except an Affecting Interest).

- 16.3 Nothing in this clause limits the 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.
- 16.4 The Buyer acknowledges, understands and accepts that the existence of regrading, fill, contamination, Substance or other disability of or upon the Land may result in work for the construction of any building on the Land being more extensive and expensive than it may otherwise have been in the absence of such regrading, fill, contamination, Substance or other disability.
- 16.5 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 Land.

17. SELLER WARRANTIES

- 17.1 The Seller warrants that at the Date of this Contract the Seller:
- (a) will be able to complete at Completion;
 - (b) has no knowledge of any unsatisfied judgment, order or writ issued by a court or tribunal affecting the Land; and
 - (c) has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land.
- 17.2 The Seller warrants that on Completion:
- (a) the Seller will have the capacity to complete;
 - (b) there will be no unsatisfied judgment, order or writ issued by a court or tribunal affecting the Land;
 - (c) the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land; and
 - (d) the Seller is not aware of any encroachments by or upon the Land except as disclosed. This warranty does not extend to the location of any dividing fence.
- 17.3 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.

18. ADJUSTMENTS

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

19. TERMS OF POSSESSION

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

20. INSPECTION OF LAND

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

21. ERRORS AND MISDESCRIPTIONS AND MATERIALLY DETRIMENTAL VARIATIONS

- 21.1 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.
- 21.2 This clause 21 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.
- 21.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.
- 21.4 For the avoidance of doubt and without limitation, clause 21.1(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.

22. COMPENSATION CLAIMS BY BUYER

- 22.1 To make a claim for compensation (including a claim under clause 21) 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 22.1(a) the Parties must complete and:
 - (i) the claim must be finalised (subject to clause 22.1(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.

23. NOTICE TO COMPLETE AND DEFAULT NOTICE

- 23.1 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.
- 23.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14 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.
- 23.3 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.
- 23.4 Completion at the time, date and place specified in the Notice to Complete is an essential term.
- 23.5 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.
- 23.6 A Default Notice must:
- (a) specify the default; and
 - (b) require the Party served with the Default Notice to rectify the default within 14 working days after service of the Default Notice (excluding the date of service).
- 23.7 At the time the Default Notice is served, the Party serving the Default Notice must not be in default.
- 23.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 23.9 Clauses 24 and 25 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.
- 23.10 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.
- 23.11 The Parties agree that the time referred to in clauses 23.2 and 23.6(b) is fair and reasonable.

24. TERMINATION – BUYER’S DEFAULT

- 24.1 If:

- (a) the Seller serves a notice on the Buyer in accordance with clause 23;
- (b) the Buyer is in default under clause 23;
- (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; or
- (f) re-sell the Land and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale of the Land and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Land within 12 months of termination of this Contract.

24.2 In addition to any money kept or recovered under clause 24.1, 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.

25. TERMINATION – SELLER'S DEFAULT

25.1 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.

26. RESCISSION

26.1 If this Contract is rescinded, it is rescinded from the beginning, and unless the Parties otherwise agree:

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

27. DAMAGES FOR DELAY IN COMPLETION

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

- (a) interest on the Price at the rate of 10% per annum calculated on a daily basis on and from the date that is 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 fault if Completion occurs on or later than 7 calendar days after the Date for Completion.

27.2 The Party at fault must pay the amount specified in clause 27.1 in addition to any other damages to which the Party not at fault is entitled both at law and under this Contract.

- 27.3 The Parties agree that:
- (a) the amount of any damages payable under clause 27.1(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.

28. FOREIGN BUYER

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

29. COMMONWEALTH SANCTIONS

- 29.1 In this clause 29, the following definitions apply:

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

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

- 29.2 The Buyer warrants at the time it enters into this Contract it is not a Designated Person or Entity or named as a person or entity on the Consolidated List.
- 29.3 The Buyer must not, prior to Completion, become a Designated Person or be named as a person or entity on the Consolidated List.
- 29.4 The Buyer must immediately notify the Seller if it breaches clause 29.3.
- 29.5 Clauses 29.2 and 29.3 are essential terms.
- 29.6 If the Buyer breaches the warranty in clause 29.2 or breaches clause 29.3 then immediately and without the notice otherwise necessary under clause 23, clause 24 applies.

30. GST

- 30.1 The Buyer and the Seller agree that:
- (a) the Margin Scheme applies to the supply of the Land to the Buyer under this Contract; and
 - (b) the Price is inclusive of any GST payable under the Margin Scheme.

- 30.2 The Seller warrants that it can use the Margin Scheme and promises that it will.

31. INSOLVENCY

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

31.2 If the Seller receives notice that the Buyer has suffered an Insolvency Event (either pursuant to clause 31.1 or by some other means), the Seller may terminate this Contract without notice otherwise being required under clause 23, and clause 24 will apply.

32. POWER OF ATTORNEY

32.1 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.

33. NOTICES CLAIMS AND AUTHORITIES

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

33.2 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.

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

33.4 If a notice is served in accordance with clause 33.2(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.

33.5 If a notice is served in accordance with clause 33.2(b), the notice is taken to have been received on the day that is 3 Working Days after it was posted.

33.6 If a notice is served in accordance with clause 33.2(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.

34. BUSHFIRE PROTECTION

34.1 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.

35. CAT CONTAINMENT

35.1 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.

36. GEOTECHNICAL INFORMATION

36.1 The Site Classification Certificate with respect to this Land has been disclosed in this Contract.

36.2 If there is any variation to the Site Classification Certificate prior to Completion, the Seller may notify the Buyer and provide:

- (a) a copy of the final form of the amended document; or
- (b) the variations,

to the Buyer prior to Completion.

36.3 The Buyer may not make any claim, objection or requisition or rescind or terminate this Contract in respect of any matter set out, or referred to, in the Site Classification Certificate.

37. NOT USED

38. SERVICE PROVIDERS

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

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 Land and a failure to do so may cause delays to the Buyer's Development due to there being no access to water or power; 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
- (c) 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

<p>Warning: The following clauses 39.1 to 39.15 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.</p>
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39.1 In this clause 39 the following words have the following meanings:

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

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

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

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

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

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 Land from the Seller to the Buyer.
- 39.4 The following clauses 39.5 to 39.15 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 Land 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.

Potential Residential Land

- 39.14 If the 'Potential Residential Premises?' option on the Schedule is selected 'yes' and the Buyer (or the relevant recipient for GST purposes) is:
- (a) registered for GST purposes; and
 - (b) acquiring the Land for a creditable purpose;

the Buyer must provide the Seller with a statement to that effect on the earlier of:

- (c) 10 Working Days before the Date for Completion; or
- (d) 20 Working Days after the Date of this Contract.

39.15 Where the Buyer has provided the statement referred to in clause 39.14 the Buyer indemnifies the Seller and will keep the Seller indemnified against the amount of any penalties or interest charges imposed by the ATO on the Seller (or the relevant entity making the supply of the Land).

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;
- (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. DEFINITIONS

41.1 Definitions appear in the Schedule and as follows:

ACT Revenue Office means the ACT Revenue Office of the Chief Minister, Treasury and Economic Development Directorate;

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

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

Authority means any government or regulatory authority and includes:

- (a) any provider of public Utility Services, whether statutory or not; and
- (b) 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;

Balance of the Price means the Price less the Deposit;

Block Boundary means the boundary of the Land as shown on the Block Details Plan and does not include the Verge;

Certificate of Compliance has the meaning in the Planning Act;

Certificate of Occupancy has the meaning given to it in the *Building Act 2004* (ACT) for the dwelling erected on the Land;

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

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

Completion means the time at which this Contract is completed;

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

Crown Lease means a Crown lease granted in accordance with the Planning Act in a form similar to the Specimen Crown Lease;

Default Notice means a notice in accordance with clauses 23.5 and 23.6;

Deposit means the amount specified in the Schedule which is 5% of the Price and which:

- (a) forms part of the Price; and
- (b) must be paid by the Buyer to the Seller in accordance with clause 2 or 3, as applicable;

Deposited Plan means a plan, on which the location and boundaries of the Land are defined, and registered under section 7 of the *Districts Act 2002* (ACT);

Development has the meaning in the Planning Act;

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

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

Improvements means the buildings, structures and fixtures erected on and forming part of the Land as at the Date of this Contract, if any;

Income means the rents and profits derived from the Land;

Insolvency Event means the following:

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

Kerb Line means the kerb line of the Land as shown on the Block Details Plan;

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

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

Lease means a Crown Lease in a form similar to the Specimen Crown Lease which may, where the Land is affected by an easement identified in the Housing Development Guide, include an annexure or additional provisions detailing the terms of an easement;

Margin Scheme has the meaning ascribed to it in the GST Law;

Notice to Complete means a notice in accordance with clauses 23.1 and 23.2 requiring a Party to complete this Contract;

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

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

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

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

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

Relevant Price means the higher of:

- (a) the Price (including GST); and
- (b) the market value of the CGT Assets sold under this Contract, as at the Date of this Contract;

Residential Property has the same meaning given to it in the Property Act.

Schedule means the schedule to this Contract;

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

Specimen Crown Lease means the specimen Crown Lease contained in Annexure B;

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:

- (a) asbestos;
- (b) polychlorinated biphenyls;
- (c) heavy metals;
- (d) chemicals;
- (e) contaminants; and
- (f) any other matter whether solid, liquid or gaseous form, or whether naturally occurring or man-made;

Suburban Land Agency means the agency established under section 37 of the *City Renewal Authority and Suburban Land Agency Act 2017* (ACT);

Supply has the meaning in the GST Law;

TCCS means Transport Canberra and City Services and its successors;

Territory Plan means the *Territory Plan 2008* (ACT), as amended and varied from time to time;

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

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.

Utility Service includes drainage, electricity, garbage collection, sewerage, telecommunications or water;

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

Verge means the verge in front of the Land and includes the area between the Block Boundary and the Kerb Line, commonly known as the nature strip;

Verge Assets means all concrete footpaths, driveways, kerbs, gutters, light poles, mini pillars, street trees and grassing located on the Verge at Completion, or as varied by the Buyer with the written consent of TCCS;

Withholding Amount means, subject to clause 41.5, 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;

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

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

42. INTERPRETATION

42.1 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.

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

42.3 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.

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

ANNEXURE A – BACKGROUND DOCUMENTS

LEGEND

22 SECTION IDENTIFIER

1 BLOCK IDENTIFIER

--- STAGE BOUNDARY



FILL



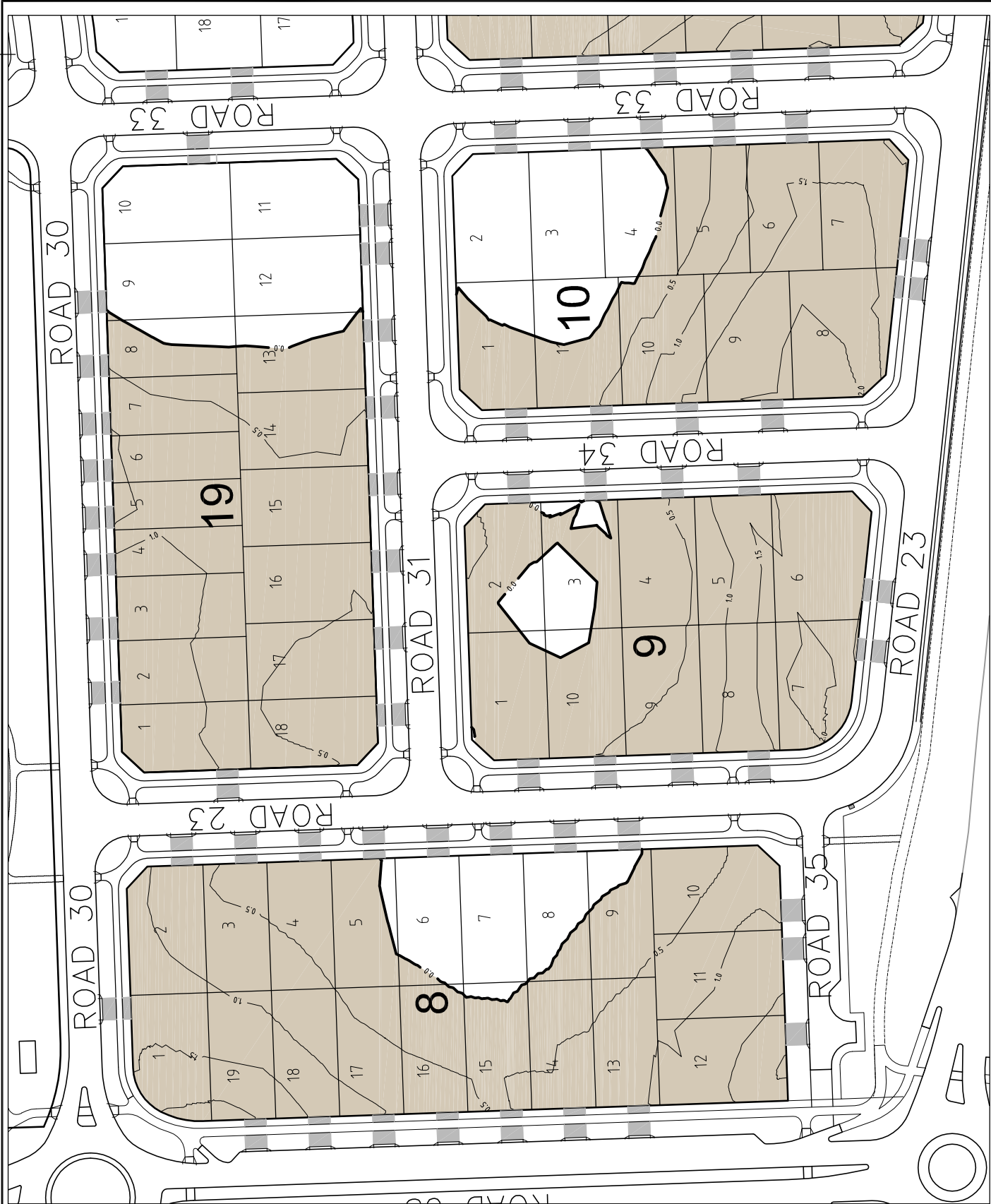
LIMIT OF FILL



ESTIMATED FILL DEPTH (m)

NOTE:

THIS PLAN INDICATES AREAS OF FILL OF WHICH THE DEVELOPER AND ITS AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE TERRITORY AND THE TERRITORY DOES NOT GUARANTEE ITS ACCURACY. IN NO WAY SHOULD THIS PLAN BE READ AS A CONCLUSIVE STATEMENT OF THE FULL EXTENT OF THE FILL THAT MAY BE FOUND ON THE LAND DEPICTED. LESSEES AND PURCHASERS SHOULD MAKE THEIR OWN INQUIRIES IN REGARD TO THE EXACT DRAINAGE, GEOTECHNICAL AND FILL CONDITIONS AFFECTING THEIR BLOCKS.



ISSUE	REASON FOR ISSUE	DATE	DESIGN	DRAWN	CHECKED	APPROVED FOR ISSUE
A	FINAL	20.05.10	SE	IM	IM	IM
B	CHANGE TO BLOCK IDENTIFIERS	27.06.10	SE	IM	IM	IM
C	CHANGE TO BLOCK IDENTIFIERS, BC AND AP	27.06.10	SE	IM	IM	IM
D	SECTION AW UPDATED	21.10.10	SE	IM	IM	IM
E	FILL CHANGES	19.12.10	SE	IM	IM	IM
F	FINAL APPROVED	20.12.10	SE	IM	IM	IM

CLIENT
Land Development Agency
 CANBERRA FIRST

CONSULTANT
JEA
 Urban Planning + Landscape Architecture

Cardno Young
 LANDSCAPE ARCHITECTS
 14/15 GARDNER STREET, ACTON, ACT 2601
 Phone: 02 924 9311 Fax: 02 924 9312
 www.cardnoyoung.com.au

PROJECT
WRIGHT Residential Estate

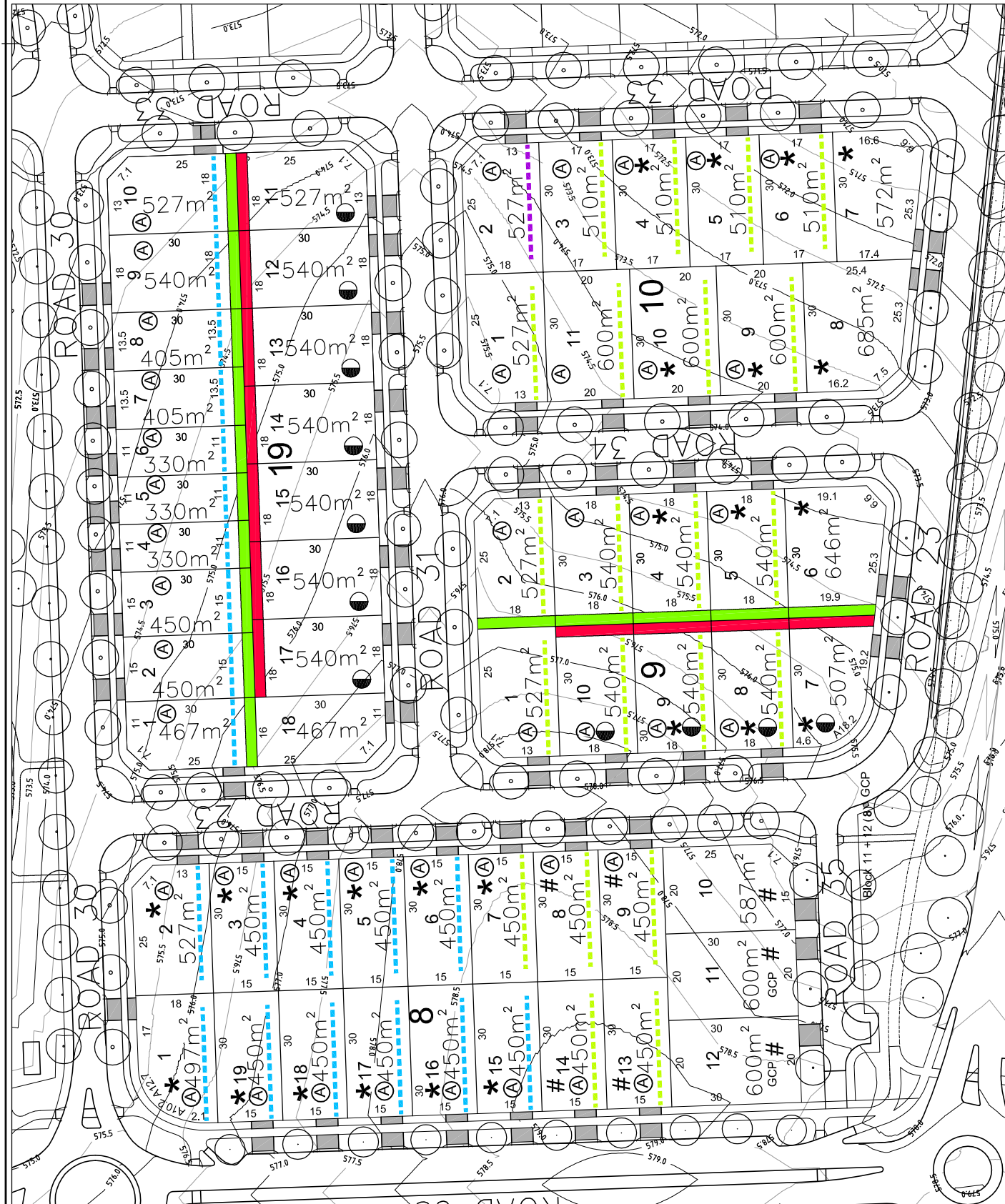
DRAWING
 BLOCK FILL PLAN

SCALE 1:4
 1:1250
PROJECT No 09/859
DRAWING No BFP 3
ISSUE F

LEGEND

- 5 BLOCK IDENTIFIER
- 13 BLOCK AREA (m²)
- 450m²
- 30.0
- 3.5m WIDE COMBINED SERVICE EASEMENT
- 2.5m WIDE STORMWATER EASEMENT
- 2.5m WIDE SEWER EASEMENT
- 3.5m WIDE BLOCK REQUIRES UTILITY MAINTENANCE ACCESS EASEMENT. REFER TO SECTION 4.9
- PROPOSED STREET TREE (Subject to Change)
- DRIVEWAY (Subject to Change)
- FOOTPATHS
- POTENTIAL MULTI UNIT DRIVEWAY (Subject to Change)
- BUSH FIRE MITIGATION MEASURES APPLY TO THESE BLOCKS. BUILDINGS TO BE CONSTRUCTED TO BUILDING CODE OF AUSTRALIA BAL-12.5 AS 3959-1989.
- BUSH FIRE MITIGATION MEASURES APPLY TO THESE BLOCKS. BUILDINGS TO BE CONSTRUCTED TO BUILDING CODE OF AUSTRALIA BAL-19 AS 3959-1989.
- GCP
- GARBAGE COLLECTION POINT
- ASPECT OF NORTHERN BOUNDARY IS 0-9° (REFER TABLE 1, SECTION 4.2)
- ASPECT OF NORTHERN BOUNDARY IS 10-19° (REFER TABLE 1, SECTION 4.2)
- ASPECT OF NORTHERN BOUNDARY IS 20-29° (REFER TABLE 1, SECTION 4.2)
- ASPECT OF NORTHERN BOUNDARY IS 30-39° (REFER TABLE 1, SECTION 4.2)
- ASPECT OF NORTHERN BOUNDARY IS 40-50° (REFER TABLE 1, SECTION 4.2)
- INDICATIVE SOLAR SETBACK FOR LOWER FLOOR IS 1.5m +/- 0.1m AND FOR UPPER FLOOR IS 4.6m +/- 0.4m
- INDICATIVE SOLAR SETBACK FOR LOWER FLOOR IS 1.5m +/- 0.1m AND FOR UPPER FLOOR IS 5.2m +/- 0.4m
- INDICATIVE SOLAR SETBACK FOR LOWER FLOOR IS 1.8m +/- 0.1m AND FOR UPPER FLOOR IS 5.6m +/- 0.4m
- INDICATIVE SOLAR SETBACK FOR LOWER FLOOR IS 2.0m +/- 0.1m AND FOR UPPER FLOOR IS 6.3m +/- 0.4m
- INDICATIVE SOLAR SETBACK FOR LOWER FLOOR IS 2.2m +/- 0.1m AND FOR UPPER FLOOR IS 7.7m +/- 0.4m

NOTES:
 THE ABOVE INDICATIVE SOLAR SETBACKS HAVE BEEN CALCULATED AS PER RULES IN SECTION 4.2 'SOLAR ENVELOPE GUIDELINES' ASSUMING LOWER FLOOR BUILDING HEIGHT IS 3M AND UPPER FLOOR BUILDING HEIGHT IS 6M TOTAL SOLAR SETBACKS APPLY EXCEPT WHERE THE 'RESIDENTIAL ZONES - SINGLE DWELLING CODES' OR 'EASEMENTS' HAVE GREATER SETBACKS.
 IT IS THE BUYER'S RESPONSIBILITY TO ENSURE COMPLIANCE WITH THE RULES/CRITERIA IN THE 'RESIDENTIAL ZONES - SINGLE DWELLING CODES' AND SECTION 4.2 'SOLAR ENVELOPE GUIDELINES' OF THIS DOCUMENT. THE SETBACKS SHOWN HERE ARE ONLY EXAMPLES OF COMPLIANCE WITH THE LEGISLATION AND MAY VARY DEPENDING ON THE DESIGN OF YOUR HOUSE AND THE FINAL GRADING OF YOUR BLOCK.
 PLAN SUBJECT TO SURVEY - FINAL DIMENSIONS AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS. DISTANCES ARE IN METRES.
 CONTOUR INTERVAL IS 0.5m.
 CONTOURS REPRESENT DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE. LEVELS SHOULD BE VERIFIED BY LESSEES.
 POSITION OF HYDRAULIC & ELECTRICAL SERVICES TO BE CONFIRMED BY ENGINEERING PLANS.



ISSUE	REASON FOR ISSUE	DATE	DESIGN
1	CHANGES TO SECTION INCLUSIONS	21.05.10	JE
2	CHANGES TO CONTOUR FORMATING	26.05.10	JE
3	CHANGES TO SECTION INCLUSIONS	27.05.10	JE
4	UPDATED DIMENSIONS IN AD. AS. AT. AU. & PD.	07.08.10	JE
5	SECTIONS AD. AND PD UPDATED	20.10.10	JE
6	SECTIONS AD. AND PD UPDATED	20.10.10	JE
7	TRANS APPROVED/UPDATED TO NUMERICAL	03.02.11	JE

CLIENT Land Development Agency
 CANBERRA FIRST

CONSULTANT JEA
 Urban Planning + Landscape Architecture

PROJECT WRIGHT Residential Estate
 BLOCK DETAILS PLAN

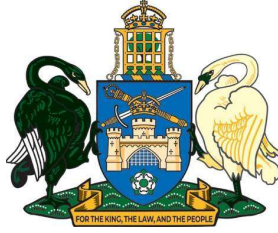
DRAWING NO: 09/859
 PROJECT NO: BOP 3
 SCALE: @ A4
 1:1000
 ISSUE: J

JEAN YOUNG ARCHITECTS
 Level 2, 110 The Esplanade, Canberra ACT 2601
 Phone: 02 616 571 544
 Fax: 02 616 571 545
 Email: info@jeayoung.com.au
 www.jeayoung.com.au

ANNEXURE B – SPECIMEN CROWN LEASE

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

LEASE No.



AUSTRALIAN CAPITAL TERRITORY

CROWN LEASE

PLANNING ACT 2023

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

Volume

Folio

CONDITIONS APPLICABLE

MOP No.

Annexure

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

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

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	DEPOSITED PLAN	APPROXIMATE AREA
				square metres

2. LESSEE'S NAME AND ADDRESS

3. FORM OF TENANCY

4. TERM

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

5. PURPOSE

SINGLE DWELLING HOUSING.

6. RESERVATIONS AND STATUTORY RESTRICTIONS

THE STATUTORY RESTRICTION(S) IS/ARE:
SECTION 370 OF THE *PLANNING ACT 2023*.

7. VARIATIONS TO MEMORANDUM OF PROVISIONS

Not Applicable

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

8. EXECUTION

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

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

OFFICE USE ONLY

EXAMINED
VOLUME: FOLIO
REGISTERED:

DATE:



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.

- *Standard – No Solid Fuel Heating*

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:

Witnessed By:

Delegate of the Territory Planning Authority
8 December 2023

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. 3287425

1. INTERPRETATION

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

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

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

2. LESSEE'S OBLIGATIONS

The Lessee must:

RENT

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

BUILDING SUBJECT TO APPROVAL

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

COMPLETE CONSTRUCTION

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

UNDERGROUND FACILITIES

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

PURPOSE

- 2.5 use the Land for the Purpose;

PRESERVATION OF TREES

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

SOLID FUEL HEATING SYSTEM

- 2.7 not install or use a solid fuel heating system on the Premises without the prior written approval of the Authority;

REPAIR AND MAINTAIN

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

RIGHT OF INSPECTION

- 2.9 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

- 2.10 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

- 2.11 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 clause 2.8, 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 clause 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 clause 3.5 shall not be affected by:

- (a) the acceptance of rent or other money by the Authority during or after the notice has been given; or
- (b) any delay in exercising any right, power or remedy under the Lease;

FURTHER LEASE

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

NOTICES

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

EXERCISE OF POWERS

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

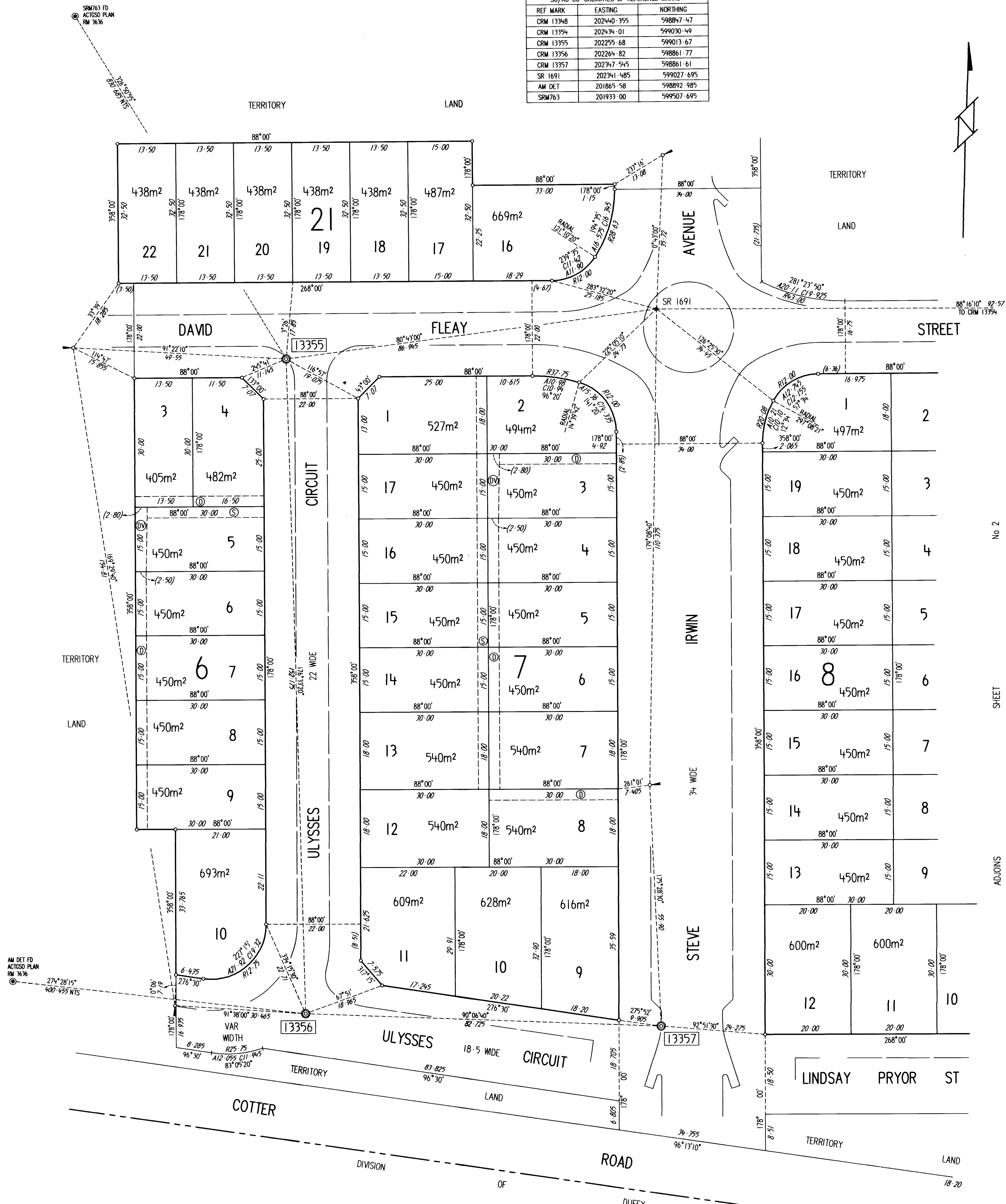
- (a) the Authority;
- (b) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (c) an authority or person to whom the Authority has delegated all its powers or functions under the *Planning Act 2023*.



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

ANNEXURE C – DEPOSITED PLAN

REF MARK	EASTING	NORTHING
CRM 13348	202440.355	598847.47
CRM 13354	202434.01	599030.49
CRM 13355	202255.68	599013.67
CRM 13356	202264.82	598861.77
CRM 13357	202347.545	598861.61
SR 1691	202341.485	599027.695
AM DET	201865.58	598892.985
SRM763	201933.00	599507.695



No 2 SHEET ADJOINING

- Ⓢ PROPOSED SEWERAGE SERVICE EASEMENT
- Ⓣ PROPOSED DRAINAGE SERVICE EASEMENT
- Ⓥ PROPOSED DRAINAGE SERVICE EASEMENT VARIABLE WIDTH
- NTS NOT TO SCALE

AMENDED
 BY D.P. No. 11295
 on 14th April 2015

THIS IS SHEET 1 OF MY PLAN IN 6 SHEETS

- REFERENCE MARKS**
- ⊙ Denotes GIP in road - 83 radially from T.P.
 - ⊙ - C - B - I - B3 - T - P
 - ⊙ - PLAQUE IN KERB
 - ⊙ - DEEP DRIVEN ROD
 - ⊙ - DH&W IN KERB
 - (Except as otherwise shown)

NOTE: Azimuth: A-B (Strom)
 All easements are 2.5 metres wide
 (Except as otherwise shown)
 Field Books:

MAIL McDONALD BARNESLEY Pty Ltd
 of PO BOX 54 JAMISON ACT 2614
 a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 17 November 2011.

(Signature) *Robert Richards*
 2-12-2011 Surveyor, Registered under the Surveyors Act 2007

I certify that this plan is the plan prepared in accordance with the Districts Act 2002

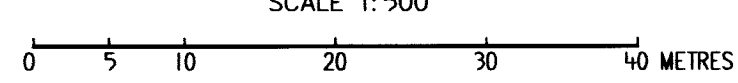
W.P. Hines 2-12-2011
 Surveyor-General of the ACT

PLAN OF SUBDIVISION
 BLOCKS 3-10 SECTION 6, BLKS 1-17 SEC 7, BLKS 1-19 SEC 8,
 BLKS 1-10 SEC 9, BLKS 1-11 SEC 10, BLKS 1-12 SEC 11,
 BLKS 1-17 SEC 12, BLKS 1-13 SEC 13, BLKS 1-6 SEC 14,
 BLK 1 SEC 15, BLK 1 SEC 16, BLKS 1-18 SEC 17,
 BLKS 1-11 SEC 18, BLKS 1-18 SEC 19, BLKS 16-22 SEC 21
 DIVISION: WRIGHT DISTRICT: MOLONGLO VALLEY
 AUSTRALIAN CAPITAL TERRITORY
 SCALE 1:500

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the 21st day of December 2015 at *11:11* minutes past *9* o'clock in the forenoon.

Approved *Brett Phillips*
 Registrar-General
 Registrar of Titles

DEPOSITED PLAN
 10887/1

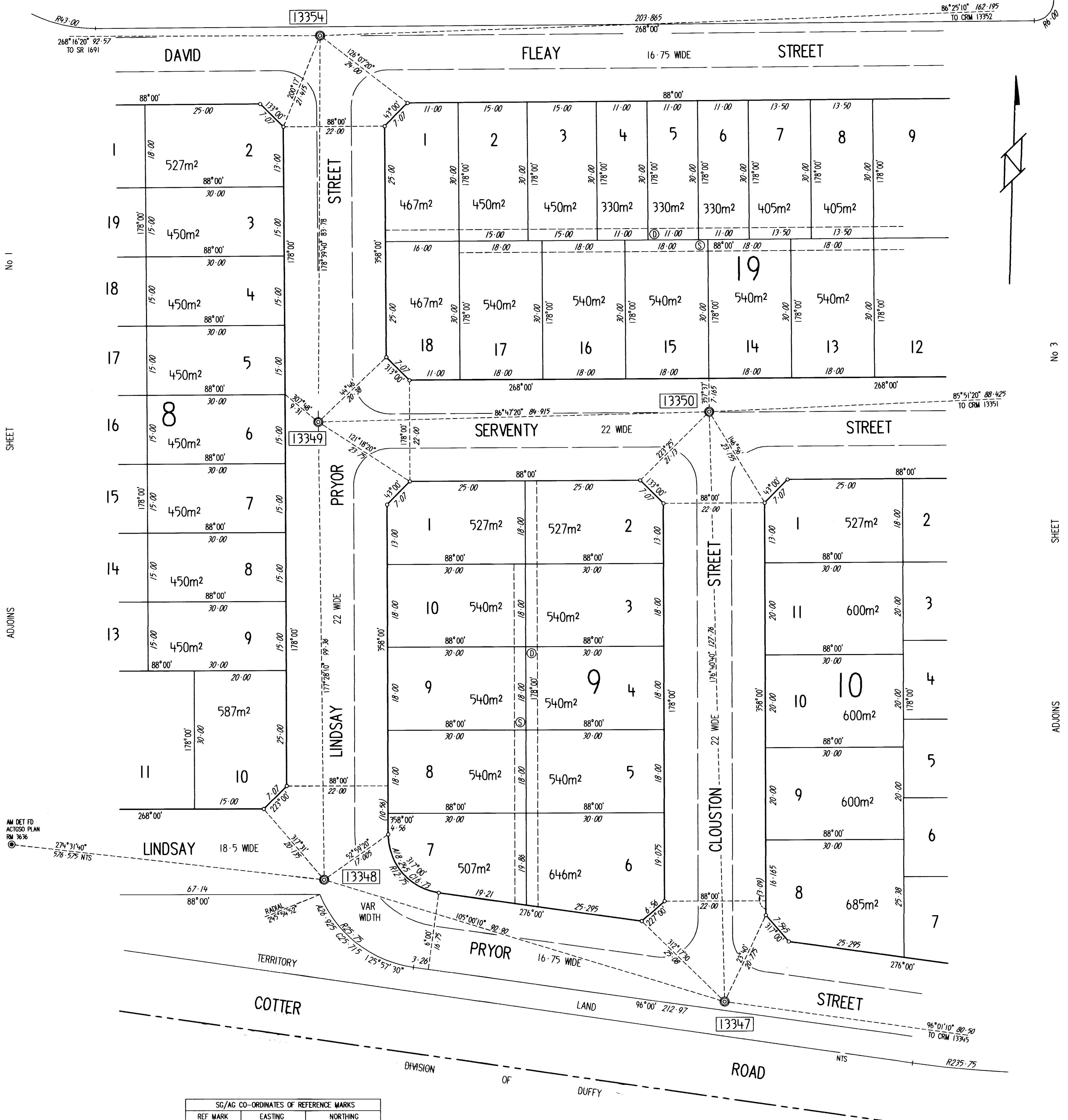


*21

X20016

TERRITORY

LAND



No 1 SHEET ADJOINS

No 3 SHEET ADJOINS

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CRM 13352	202595.89	599040.62
CRM 13354	202434.01	599030.49
CRM 13357	202347.545	598861.61
SR 1691	202341.485	599027.695
AM DET	201865.58	598892.985

- Ⓢ PROPOSED SEWERAGE SERVICE EASEMENT
- Ⓣ PROPOSED DRAINAGE SERVICE EASEMENT
- NTS NOT TO SCALE

THIS IS SHEET 2 OF MY PLAN IN 6 SHEETS
 DATED 2.12.2011
 (Signature) *Robert Richards*
 Surveyor, Registered under the
 Surveyors Act 2007

DEPOSITED PLAN
 10887/2

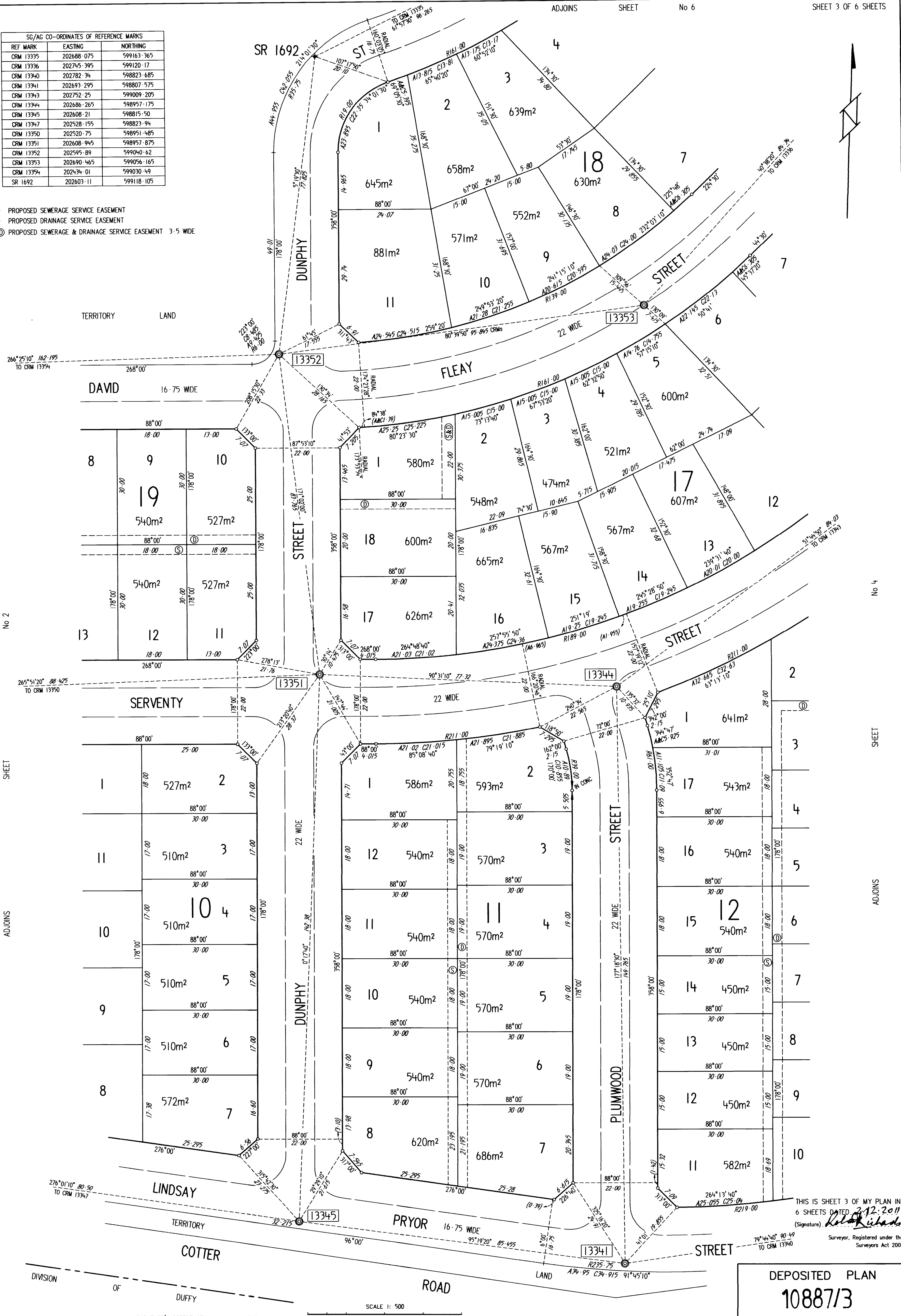
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SURVEYOR'S REFERENCE: 09323_DPI_SH2

X20016 2

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CRM 13340	202782.34	598823.685
CRM 13341	202693.295	598807.575
CRM 13343	202752.25	599009.205
CRM 13344	202686.265	598957.175
CRM 13345	202608.21	598815.50
CRM 13347	202528.155	598823.94
CRM 13350	202520.75	598951.485
CRM 13351	202608.945	598957.875
CRM 13352	202595.89	599040.62
CRM 13353	202690.465	599056.165
CRM 13354	202434.01	599030.49
SR 1692	202603.11	599118.105

- Ⓢ PROPOSED SEWERAGE SERVICE EASEMENT
- Ⓣ PROPOSED DRAINAGE SERVICE EASEMENT
- Ⓢ&Ⓣ PROPOSED SEWERAGE & DRAINAGE SERVICE EASEMENT 3.5 WIDE



No 2

SHEET

ADJOINS

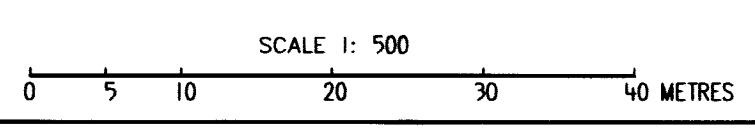
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SHEET

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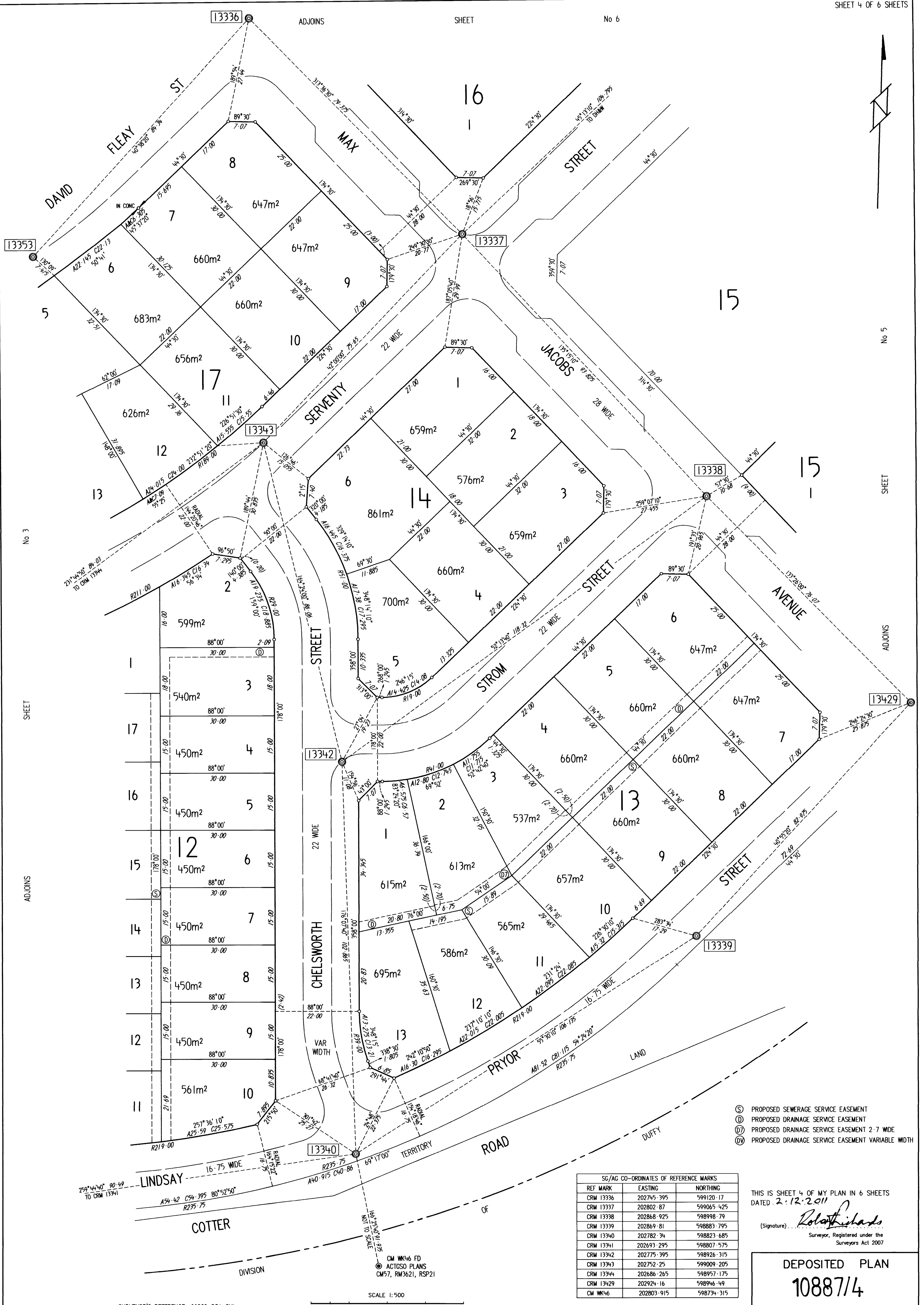
THIS IS SHEET 3 OF MY PLAN IN 6 SHEETS DATED 2.12.2011.
 (Signature) *Kulakubanda*
 Surveyor, Registered under the Surveyors Act 2007

DEPOSITED PLAN
 10887/3



SURVEYOR'S REFERENCE: 09323_DPI_SH3

X20016/3



- ⊙ PROPOSED SEWERAGE SERVICE EASEMENT
- ⊕ PROPOSED DRAINAGE SERVICE EASEMENT
- ⊖ PROPOSED DRAINAGE SERVICE EASEMENT 2.7 WIDE
- ⊗ PROPOSED DRAINAGE SERVICE EASEMENT VARIABLE WIDTH

SG/AG CO-ORDINATES OF REFERENCE MARKS		
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CRM 13340	202782.34	598823.685
CRM 13341	202693.295	598807.575
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DATED 2.12.2011

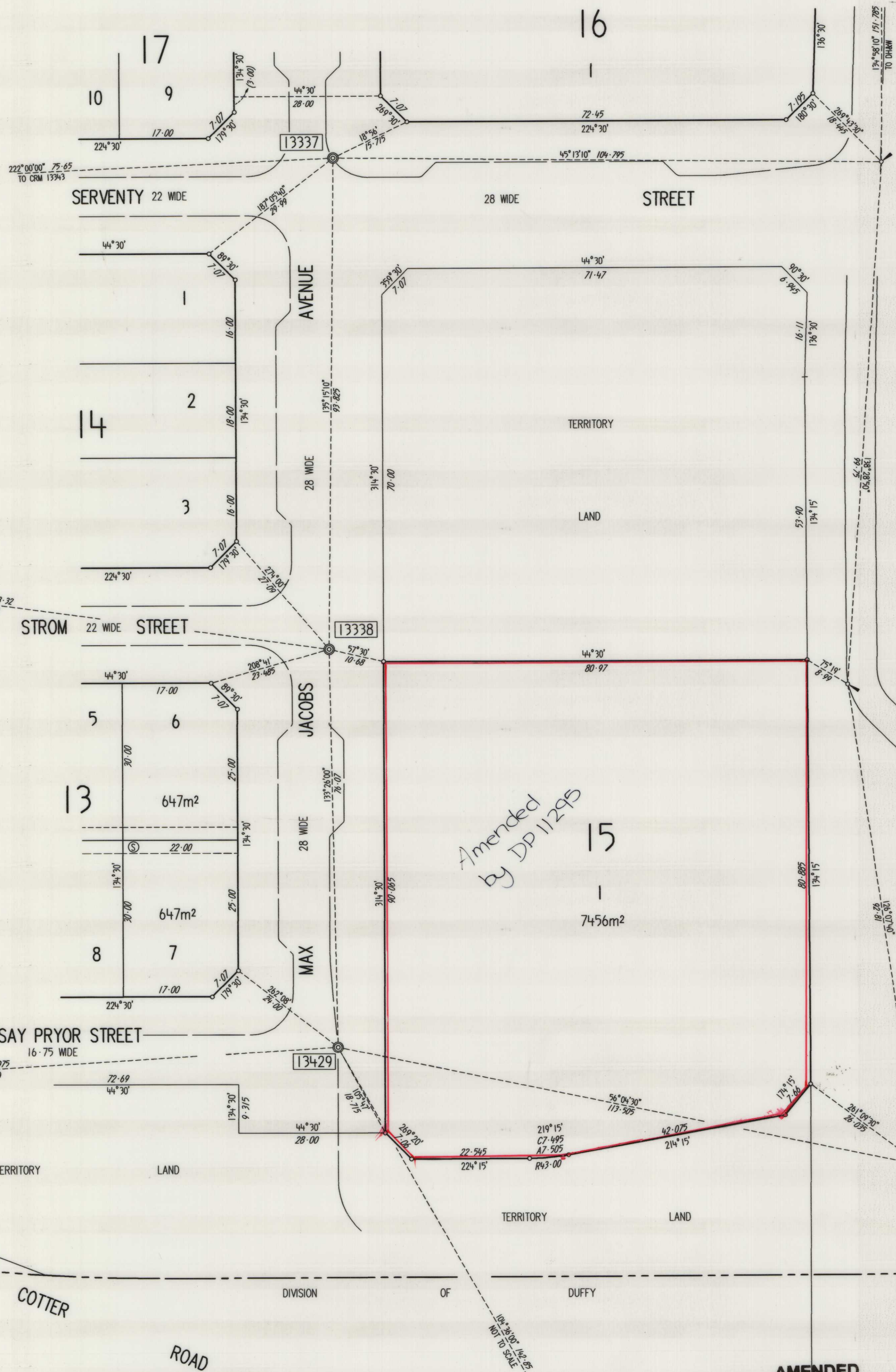
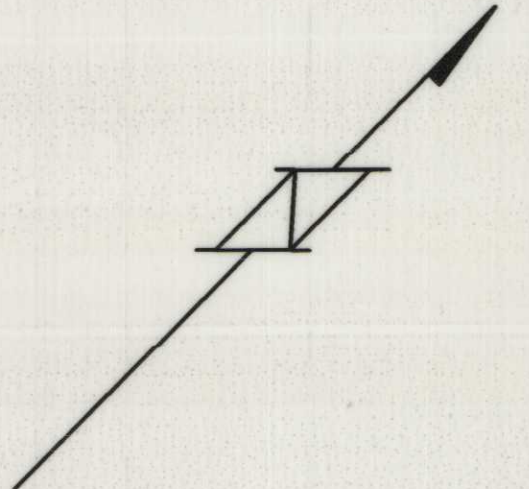
(Signature) *Roloff Lillard*
Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN
10887/4

ADJOINS

SHEET

No 6



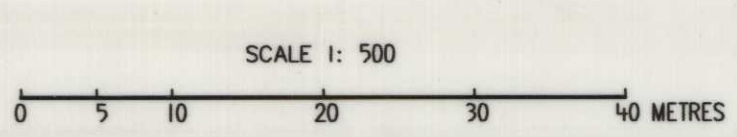
Amended by DP 11295

AMENDED
BY D.P. No. 11295
on 14th April 2015

SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
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CRM 13338	202868.925	598998.79
CRM 13339	202869.81	598883.795
CRM 13342	202775.395	598926.315
CRM 13343	202752.25	599009.205
CRM 13429	202924.16	598946.49
R435	203062.40	598910.48

- Ⓢ PROPOSED SEWERAGE SERVICE EASEMENT
- Ⓣ PROPOSED DRAINAGE SERVICE EASEMENT
- Ⓞ PROPOSED DRAINAGE SERVICE EASEMENT VARIABLE WIDTH

SURVEYOR'S REFERENCE: 09323_DP1_SH5



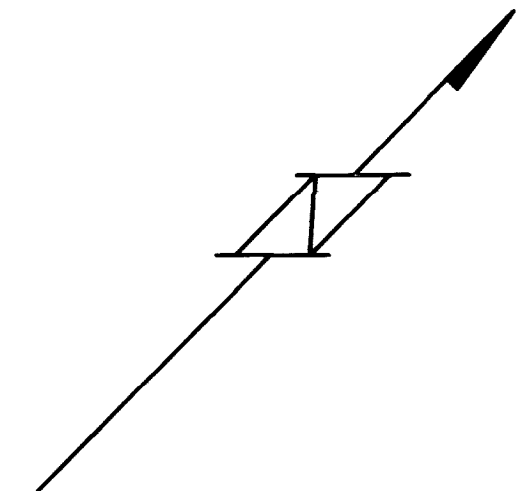
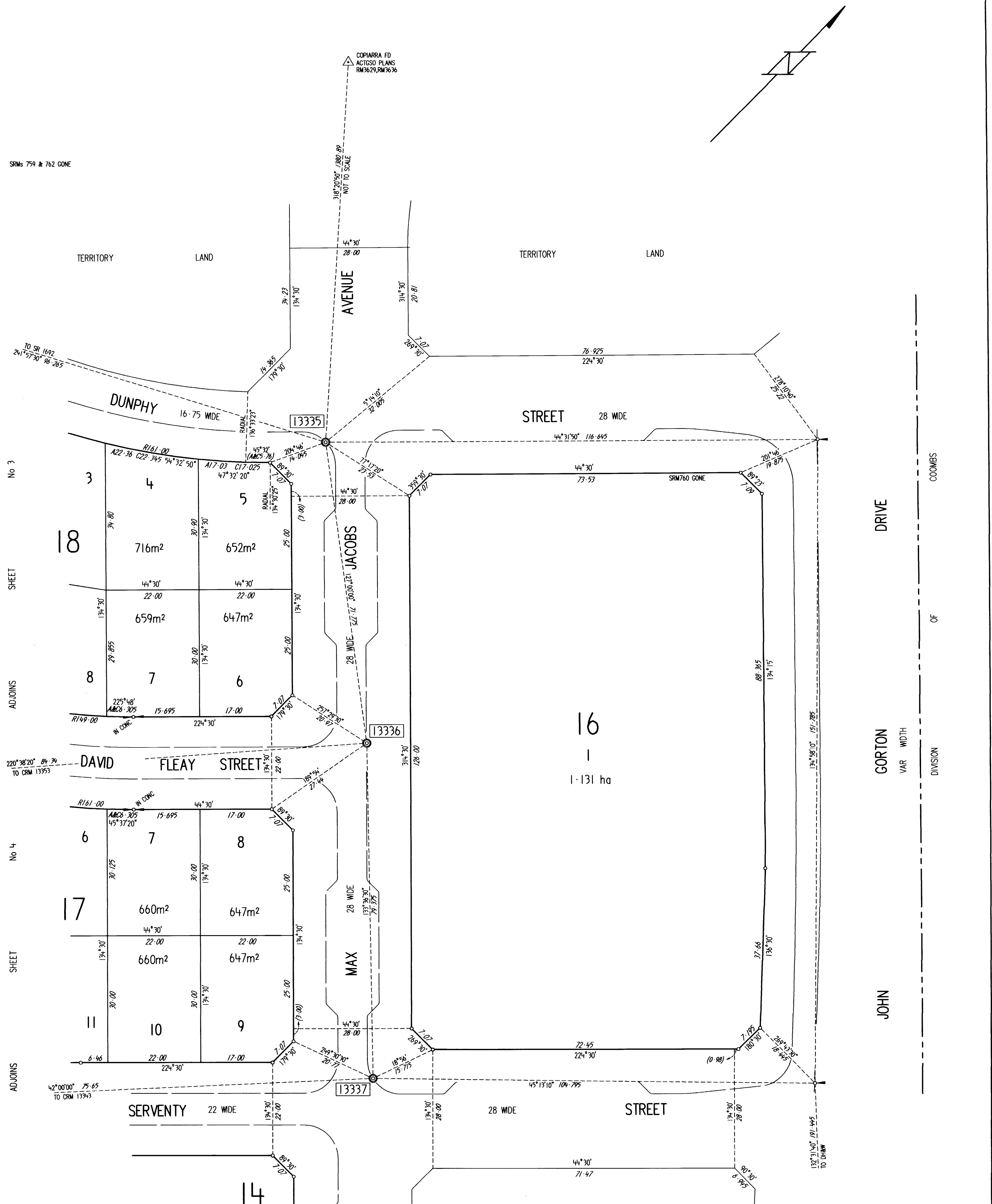
THIS IS SHEET 5 OF MY PLAN OF 6 SHEETS
DATED 2.12.2011

(Signature) *Robert Richards*
Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN
10887/5

X20016

SRMs 759 & 762 GONE



SG/AG CO-ORDINATES OF REFERENCE MARKS		
REF MARK	EASTING	NORTHING
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CRM 13336	202745.395	599120.17
CRM 13337	202802.87	599065.425
CRM 13343	202752.25	599009.205
CRM 13353	202690.465	599056.165
SR 1692	202603.11	599118.105
COIARRA	201770.325	600195.155

THIS IS SHEET 6 OF MY PLAN OF 6 SHEETS
DATED 2.12.2011

(Signature) *Robert Richards*
Surveyor, Registered under the
Surveyors Act 2007

DEPOSITED PLAN
1088716

SCALE 1: 500
0 5 10 20 30 40 METRES

ANNEXURE D – SITE CLASSIFICATION CERTIFICATE

SITE CLASSIFICATION REPORT SUMMARY

BLOCK: 7 **SECTION:** 19 **SUBURB:** Wright
JOB No: 46231.13 **DATE:** October 2011
CLIENT: Cardno Young Pty Ltd

CLASSIFICATION PROCEDURES:

LABORATORY TESTING:

Results of plasticity testing on clay soils indicating: LL = 34-80%, PL = 18-21% and LS = 7.0-16.0%.

Where: LL=Liquid Limit, PL=Plastic Limit & LS =Linear Shrinkage

EXISTING SUBSURFACE CONDITIONS:

Test Pit 7: Located on the boundary of Blocks 5 & 6 Section 19. Moderately compacted silty sand topsoil filling to 0.2 m, well compacted medium plasticity gravelly sandy clay filling to 1.3 m, very stiff medium plasticity silty clay to 1.7 m then moderately dense clayey sand to 1.8 m overlying extremely low strength Dacite bedrock to the limit of investigation depth of 2.0 m.

Test Pit 8: Located on the boundary of Blocks 7 & 8 Section 19. Moderately compacted silty sand topsoil filling to 0.15 m then well compacted medium plasticity gravelly sandy clay filling to 0.8 m overlying very stiff high plasticity clay to the limit of investigation depth of 2.0 m.

BULK EARTHWORKS:

Filling within the block placed under Level 1 control as defined in AS 3798 – 2007 (Ref 1). The range in depth of filling across the block has been estimated to be 0.4 – 1.0 m.

SITE CLASSIFICATION: Class M* (moderately reactive/filled block) as determined in accordance with the requirements of AS2870-2011 (Ref 2). The classification must be reassessed should the soil profile change either by adding fill or removing soil from the block. Reference should be made to the comments provided below.

FOOTING SYSTEMS: Reference must be made to AS2870-2011 (Ref 2) which indicates footing systems that are appropriate for Class M* sites. Footing systems are to be confirmed by a structural engineer.

MAINTENANCE GUIDELINES: CSIRO Sheet BTF 18 'Foundation Maintenance & Footing Performance' (attached). Refer to comments about gardens, landscaping and trees on the performance of foundation soils.

COMMENTS:

The classification must be reassessed should the soil profile change either by adding fill or removing soil from the block.

Additional topsoils / filling may have been spread subsequent to the investigation.

Some variability in subsurface conditions must be anticipated.

Site preparation prior to the construction of a dwelling should include removal of all vegetation, topsoil and any uncontrolled filling.

Depending on the depth of site cut and trenches, rock excavation may be required.

All new filling must be placed under controlled conditions (AS 3798-2007).

All footings should found within a uniform bearing stratum of suitable strength/material.

REFERENCES:

1. AS 3798-2007 'Guidelines on Earthworks for Commercial and Residential Developments', Standards Association of Australia.
2. AS 2870-2011 'Residential Slabs and Footings,' Standards Association of Australia.

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Douglas Partners
Geotechnics • Environment • Groundwater

About this Inspection Report

Douglas Partners



Introduction

These notes are provided to amplify DP's inspection report in regard to the limitations of carrying out inspection work. Not all notes are necessarily relevant to this report.

Standards

This inspection report has been prepared by qualified personnel to current engineering standards of interpretation and analysis.

Copyright and Limits of Use

This inspection report is the property of DP and is provided for the exclusive use of the client for the specific project and purpose as described in the report. It should not be used by a third party for any purpose other than to confirm that the construction works addressed in the report have been inspected as described. Use of the inspection report is limited in accordance with the Conditions of Engagement for the commission.

DP does not undertake to guarantee the works of the contractors or relieve them of their responsibility to produce a completed product conforming to the design.

Reports

This inspection report may include advice or opinion that is based on engineering and/or geological interpretation, information provided by the client or the client's agent, and information gained from:

- an investigation report for the project (if available to DP);
- inspection of the work, exposed ground conditions, excavation spoil and performance of excavating equipment while DP was on site;
- investigation and testing that was carried out during the site inspection;
- anecdotal information provided by authoritative site personnel; and

- DP's experience and knowledge of local geology.

Such information may be limited by the frequency of any inspection or testing that was able to be practically carried out, including possible site or cost constraints imposed by the client/contractor(s). For these reasons, the reliability of this inspection report is limited by the scope of information on which it relies.

Every care is taken with the inspection report as it relates to interpretation of subsurface conditions and any recommendations or suggestions for construction or design. However, DP cannot anticipate or assume responsibility for:

- unexpected variations in subsurface conditions that are not evident from the inspection; and
- the actions of contractors responding to commercial pressures.

Should these issues occur, then additional advice should be sought from DP and, if required, amendments made.

This inspection report must be read in conjunction with any attached information. This inspection report should be kept in its entirety without separation of individual pages or sections. DP cannot be held responsible for interpretations or conclusions from review by others of this inspection report or test data, which are not otherwise supported by an expressed statement, interpretation, outcome or conclusion stated in this inspection report.

Foundation Maintenance and Footing Performance: A Homeowner's Guide



BTF 18
replaces
Information
Sheet 10/91

Buildings can and often do move. This movement can be up, down, lateral or rotational. The fundamental cause of movement in buildings can usually be related to one or more problems in the foundation soil. It is important for the homeowner to identify the soil type in order to ascertain the measures that should be put in place in order to ensure that problems in the foundation soil can be prevented, thus protecting against building movement.

This Building Technology File is designed to identify causes of soil-related building movement, and to suggest methods of prevention of resultant cracking in buildings.

Soil Types

The types of soils usually present under the topsoil in land zoned for residential buildings can be split into two approximate groups – granular and clay. Quite often, foundation soil is a mixture of both types. The general problems associated with soils having granular content are usually caused by erosion. Clay soils are subject to saturation and swell/shrink problems.

Classifications for a given area can generally be obtained by application to the local authority, but these are sometimes unreliable and if there is doubt, a geotechnical report should be commissioned. As most buildings suffering movement problems are founded on clay soils, there is an emphasis on classification of soils according to the amount of swell and shrinkage they experience with variations of water content. The table below is Table 2.1 from AS 2870, the Residential Slab and Footing Code.

Causes of Movement

Settlement due to construction

There are two types of settlement that occur as a result of construction:

- Immediate settlement occurs when a building is first placed on its foundation soil, as a result of compaction of the soil under the weight of the structure. The cohesive quality of clay soil mitigates against this, but granular (particularly sandy) soil is susceptible.
- Consolidation settlement is a feature of clay soil and may take place because of the expulsion of moisture from the soil or because of the soil's lack of resistance to local compressive or shear stresses. This will usually take place during the first few months after construction, but has been known to take many years in exceptional cases.

These problems are the province of the builder and should be taken into consideration as part of the preparation of the site for construction. Building Technology File 19 (BTF 19) deals with these problems.

Erosion

All soils are prone to erosion, but sandy soil is particularly susceptible to being washed away. Even clay with a sand component of say 10% or more can suffer from erosion.

Saturation

This is particularly a problem in clay soils. Saturation creates a bog-like suspension of the soil that causes it to lose virtually all of its bearing capacity. To a lesser degree, sand is affected by saturation because saturated sand may undergo a reduction in volume – particularly imported sand fill for bedding and blinding layers. However, this usually occurs as immediate settlement and should normally be the province of the builder.

Seasonal swelling and shrinkage of soil

All clays react to the presence of water by slowly absorbing it, making the soil increase in volume (see table below). The degree of increase varies considerably between different clays, as does the degree of decrease during the subsequent drying out caused by fair weather periods. Because of the low absorption and expulsion rate, this phenomenon will not usually be noticeable unless there are prolonged rainy or dry periods, usually of weeks or months, depending on the land and soil characteristics.

The swelling of soil creates an upward force on the footings of the building, and shrinkage creates subsidence that takes away the support needed by the footing to retain equilibrium.

Shear failure

This phenomenon occurs when the foundation soil does not have sufficient strength to support the weight of the footing. There are two major post-construction causes:

- Significant load increase.
- Reduction of lateral support of the soil under the footing due to erosion or excavation.
- In clay soil, shear failure can be caused by saturation of the soil adjacent to or under the footing.

GENERAL DEFINITIONS OF SITE CLASSES

Class	Foundation
A	Most sand and rock sites with little or no ground movement from moisture changes
S	Slightly reactive clay sites with only slight ground movement from moisture changes
M	Moderately reactive clay or silt sites, which can experience moderate ground movement from moisture changes
H	Highly reactive clay sites, which can experience high ground movement from moisture changes
E	Extremely reactive sites, which can experience extreme ground movement from moisture changes
A to P	Filled sites
P	Sites which include soft soils, such as soft clay or silt or loose sands; landslip; mine subsidence; collapsing soils; soils subject to erosion; reactive sites subject to abnormal moisture conditions or sites which cannot be classified otherwise

The normal structural arrangement is that the inner leaf of brickwork in the external walls and at least some of the internal walls (depending on the roof type) comprise the load-bearing structure on which any upper floors, ceilings and the roof are supported. In these cases, it is internally visible cracking that should be the main focus of attention, however there are a few examples of dwellings whose external leaf of masonry plays some supporting role, so this should be checked if there is any doubt. In any case, externally visible cracking is important as a guide to stresses on the structure generally, and it should also be remembered that the external walls must be capable of supporting themselves.

Effects on framed structures

Timber or steel framed buildings are less likely to exhibit cracking due to swell/shrink than masonry buildings because of their flexibility. Also, the doming/dishing effects tend to be lower because of the lighter weight of walls. The main risks to framed buildings are encountered because of the isolated pier footings used under walls. Where erosion or saturation cause a footing to fall away, this can double the span which a wall must bridge. This additional stress can create cracking in wall linings, particularly where there is a weak point in the structure caused by a door or window opening. It is, however, unlikely that framed structures will be so stressed as to suffer serious damage without first exhibiting some or all of the above symptoms for a considerable period. The same warning period should apply in the case of upheaval. It should be noted, however, that where framed buildings are supported by strip footings there is only one leaf of brickwork and therefore the externally visible walls are the supporting structure for the building. In this case, the subfloor masonry walls can be expected to behave as full brickwork walls.

Effects on brick veneer structures

Because the load-bearing structure of a brick veneer building is the frame that makes up the interior leaf of the external walls plus perhaps the internal walls, depending on the type of roof, the building can be expected to behave as a framed structure, except that the external masonry will behave in a similar way to the external leaf of a full masonry structure.

Water Service and Drainage

Where a water service pipe, a sewer or stormwater drainage pipe is in the vicinity of a building, a water leak can cause erosion, swelling or saturation of susceptible soil. Even a minuscule leak can be enough to saturate a clay foundation. A leaking tap near a building can have the same effect. In addition, trenches containing pipes can become watercourses even though backfilled, particularly where broken rubble is used as fill. Water that runs along these trenches can be responsible for serious erosion, interstrata seepage into subfloor areas and saturation.

Pipe leakage and trench water flows also encourage tree and shrub roots to the source of water, complicating and exacerbating the problem.

Poor roof plumbing can result in large volumes of rainwater being concentrated in a small area of soil:

- Incorrect falls in roof guttering may result in overflows, as may gutters blocked with leaves etc.

- Corroded guttering or downpipes can spill water to ground.
- Downpipes not positively connected to a proper stormwater collection system will direct a concentration of water to soil that is directly adjacent to footings, sometimes causing large-scale problems such as erosion, saturation and migration of water under the building.

Seriousness of Cracking

In general, most cracking found in masonry walls is a cosmetic nuisance only and can be kept in repair or even ignored. The table below is a reproduction of Table C1 of AS 2870.

AS 2870 also publishes figures relating to cracking in concrete floors, however because wall cracking will usually reach the critical point significantly earlier than cracking in slabs, this table is not reproduced here.

Prevention/Cure

Plumbing

Where building movement is caused by water service, roof plumbing, sewer or stormwater failure, the remedy is to repair the problem. It is prudent, however, to consider also rerouting pipes away from the building where possible, and relocating taps to positions where any leakage will not direct water to the building vicinity. Even where gully traps are present, there is sometimes sufficient spill to create erosion or saturation, particularly in modern installations using smaller diameter PVC fixtures. Indeed, some gully traps are not situated directly under the taps that are installed to charge them, with the result that water from the tap may enter the backfilled trench that houses the sewer piping. If the trench has been poorly backfilled, the water will either pond or flow along the bottom of the trench. As these trenches usually run alongside the footings and can be at a similar depth, it is not hard to see how any water that is thus directed into a trench can easily affect the foundation's ability to support footings or even gain entry to the subfloor area.

Ground drainage

In all soils there is the capacity for water to travel on the surface and below it. Surface water flows can be established by inspection during and after heavy or prolonged rain. If necessary, a grated drain system connected to the stormwater collection system is usually an easy solution.

It is, however, sometimes necessary when attempting to prevent water migration that testing be carried out to establish watertable height and subsoil water flows. This subject is referred to in BTF 19 and may properly be regarded as an area for an expert consultant.

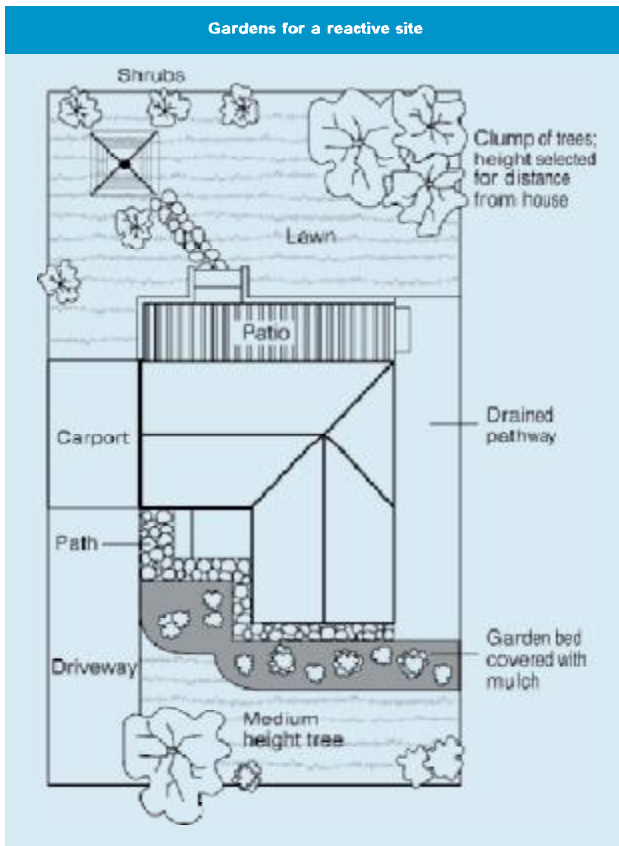
Protection of the building perimeter

It is essential to remember that the soil that affects footings extends well beyond the actual building line. Watering of garden plants, shrubs and trees causes some of the most serious water problems.

For this reason, particularly where problems exist or are likely to occur, it is recommended that an apron of paving be installed around as much of the building perimeter as necessary. This paving

CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS

Description of typical damage and required repair	Approximate crack width limit (see Note 3)	Damage category
Hairline cracks	<0.1 mm	0
Fine cracks which do not need repair	<1 mm	1
Cracks noticeable but easily filled. Doors and windows stick slightly	<5 mm	2
Cracks can be repaired and possibly a small amount of wall will need to be replaced. Doors and windows stick. Service pipes can fracture. Weathertightness often impaired	5–15 mm (or a number of cracks 3 mm or more in one group)	3
Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Window and door frames distort. Walls lean or bulge noticeably, some loss of bearing in beams. Service pipes disrupted	15–25 mm but also depend on number of cracks	4



- Water that is transmitted into masonry, metal or timber building elements causes damage and/or decay to those elements.
- High subfloor humidity and moisture content create an ideal environment for various pests, including termites and spiders.
- Where high moisture levels are transmitted to the flooring and walls, an increase in the dust mite count can ensue within the living areas. Dust mites, as well as dampness in general, can be a health hazard to inhabitants, particularly those who are abnormally susceptible to respiratory ailments.

The garden

The ideal vegetation layout is to have lawn or plants that require only light watering immediately adjacent to the drainage or paving edge, then more demanding plants, shrubs and trees spread out in that order.

Overwatering due to misuse of automatic watering systems is a common cause of saturation and water migration under footings. If it is necessary to use these systems, it is important to remove garden beds to a completely safe distance from buildings.

Existing trees

Where a tree is causing a problem of soil drying or there is the existence or threat of upheaval of footings, if the offending roots are subsidiary and their removal will not significantly damage the tree, they should be severed and a concrete or metal barrier placed vertically in the soil to prevent future root growth in the direction of the building. If it is not possible to remove the relevant roots without damage to the tree, an application to remove the tree should be made to the local authority. A prudent plan is to transplant likely offenders before they become a problem.

Information on trees, plants and shrubs

State departments overseeing agriculture can give information regarding root patterns, volume of water needed and safe distance from buildings of most species. Botanic gardens are also sources of information. For information on plant roots and drains, see Building Technology File 17.

Excavation

Excavation around footings must be properly engineered. Soil supporting footings can only be safely excavated at an angle that allows the soil under the footing to remain stable. This angle is called the angle of repose (or friction) and varies significantly between soil types and conditions. Removal of soil within the angle of repose will cause subsidence.

Remediation

Where erosion has occurred that has washed away soil adjacent to footings, soil of the same classification should be introduced and compacted to the same density. Where footings have been undermined, augmentation or other specialist work may be required. Remediation of footings and foundations is generally the realm of a specialist consultant.

Where isolated footings rise and fall because of swell/shrink effect, the homeowner may be tempted to alleviate floor bounce by filling the gap that has appeared between the bearer and the pier with blocking. The danger here is that when the next swell segment of the cycle occurs, the extra blocking will push the floor up into an accentuated dome and may also cause local shear failure in the soil. If it is necessary to use blocking, it should be by a pair of fine wedges and monitoring should be carried out fortnightly.

This BTF was prepared by John Lewer FAIB, MIAMA, Partner, Construction Diagnosis.

should extend outwards a minimum of 900 mm (more in highly reactive soil) and should have a minimum fall away from the building of 1:60. The finished paving should be no less than 100 mm below brick vent bases.

It is prudent to relocate drainage pipes away from this paving, if possible, to avoid complications from future leakage. If this is not practical, earthenware pipes should be replaced by PVC and backfilling should be of the same soil type as the surrounding soil and compacted to the same density.

Except in areas where freezing of water is an issue, it is wise to remove taps in the building area and relocate them well away from the building – preferably not uphill from it (see BTF 19).

It may be desirable to install a grated drain at the outside edge of the paving on the uphill side of the building. If subsoil drainage is needed this can be installed under the surface drain.

Condensation

In buildings with a subfloor void such as where bearers and joists support flooring, insufficient ventilation creates ideal conditions for condensation, particularly where there is little clearance between the floor and the ground. Condensation adds to the moisture already present in the subfloor and significantly slows the process of drying out. Installation of an adequate subfloor ventilation system, either natural or mechanical, is desirable.

Warning: Although this Building Technology File deals with cracking in buildings, it should be said that subfloor moisture can result in the development of other problems, notably:

The information in this and other issues in the series was derived from various sources and was believed to be correct when published.

The information is advisory. It is provided in good faith and not claimed to be an exhaustive treatment of the relevant subject.

Further professional advice needs to be obtained before taking any action based on the information provided.

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ANNEXURE E – 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

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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

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Yours sincerely

John Ford
Deputy Commissioner of Taxation

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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**.