



ADDENDUM

WHITLAM RESIDENTIAL PACKAGED LOTS

ISSUED IN ACCORDANCE WITH ATTACHMENT B SECTION 2.1 OF THE REQUEST FOR EXPRESSIONS OF INTEREST DATED 23 APRIL 2026

Addendum 2

RECITALS:

- A. Pursuant to Attachment B, section 2.1 of the Request for Expressions of Interest (**REOI**) the Suburban Land Agency may issue addenda to the REOI for the purposes of clarifying, supplementing or amending it.

ADDENDUM

1. Unless otherwise stated, terms defined in this Addendum have the same meaning given to them in the REOI.
2. The amendments to the REOI, First Grant Contract and Option Deed provided in the Attachments to this Addendum replace those released on 23 April 2026:

Attachment A Request for Expressions of Interest

Attachment B Specimen First Grant Contract

Attachment C Option Deed

3. For ease of reference, the changes to the Request for Expressions of Interest, the First Grant Contract and Option Deed are described in **Attachment D**. Attachment D is provided for information only.
4. The Specimen First Grant Contract is also amended to include the appointment of Civium (ACT) Pty Ltd as Sales Agent.
5. Clause 7 of the REOI is amended such that the indicative timetable for the REOI process is replaced with the following:

Task	Date for completion of task
REOI Release	23 April 2026
Questions Closing Date and Time	2:00pm AEST on 18 August 2026
REOI Closing Date and Time	2:00pm AEST on 1 September 2026
Evaluate Responses	22 September 2026
Notify Preferred Respondent(s)	23 September 2026
Enter into Option Deed(s) with Successful Respondent(s)	7 October 2026

6. The Call Option Expiry Date under the Option Deed has been extended from 1 March 2027 to 8 April 2027.
7. This Addendum is made on 15 July 2026.

Attachment A – Request for Expressions of Interest

**REQUEST FOR EXPRESSION OF INTEREST
FOR THE SALE OF
11 PACKAGED LOTS
IN WHITLAM (TOTAL 32 BLOCKS)**

**ISSUE DATE: 23 April 2026
CLOSING TIME AND DATE: 2:00pm AEST on 1
September 2026**

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1 THE SUBURBAN LAND AGENCY

The Suburban Land Agency (**SLA**) was established pursuant to section 37 of the *City Renewal Authority and Suburban Land Agency Act 2017* (ACT) and its functions include the sale of land on behalf of the Territory.

2 OPPORTUNITY

- 2.1 This Request for Expressions of Interest (**REOI**) from the SLA seeks expressions of interest from Community Housing Providers (**CHPs**) interested in purchasing one or more Packaged Lots from an offering of 32 residential Blocks, comprised of 11 Packaged Lots in Whitlam.
- 2.2 This opportunity is only open to CHPs registered under the National Regulatory System for Community Housing (**NRSCH**).
- 2.3 This REOI is subject to the Standard Terms and Conditions set out in Attachment B.

3 CALL OPTION DEED

- 3.1 The SLA may offer Respondents the opportunity to enter into Option Deeds conferring the right to call for Crown leases over Packaged Lots rather than immediately entering into Contracts for Sale. This will allow the Respondent to seek to secure funding (see below) prior to irrevocably committing to purchase the Land.
- 3.2 A copy of the Specimen Option Deed is contained in Attachment C to this REOI.
- 3.3 The consideration paid by the Respondent(s) for each Call Option Deed will be nominal (\$1.00).
- 3.4 The option period under the Option Deed will expire on 8 April 2027. If the Respondent does not exercise the option by that date, the option will lapse and the Respondent will have no right to enter into the Contract nor be granted a Crown lease in respect of the Land.

4 CONTRACT FOR SALE

- 4.1 Upon exercise of the option, the SLA and the Respondent will enter into the Contracts for Sale in respect of the subject Land.
- 4.2 The Contracts for Sale will be in a form substantially the same as the Specimen Contract for Sale.

5 FUNDING

- 5.1 The Housing Australia Future Fund (**HAFF**) and the National Housing Accord Facility (**NHAF**) are Commonwealth Government initiatives administered by Housing Australia.
- 5.2 The HAFF is a \$10 billion investment fund established by the Commonwealth Government and managed by the Housing Australia. Under the National Housing Accord, the Commonwealth Government has committed to delivering 10,000 new affordable homes over five years from 2024. The NHAF is the instrument through which Housing Australia will support the delivery of affordable homes via financing under the National Housing Accord. Further information is available on the [Housing Australia website](#).
- 5.3 CHPs that are registered charities are eligible to apply for funding under the HAFF Facility (HAFFF) and NHAF.
- 5.4 The ACT Government continues to explore potential opportunities for the Land, including avenues to secure funding through Housing Australia. Should any funding outcomes be confirmed, updates will be provided accordingly as part of the EOI process. However, the ACT Government cannot guarantee the outcomes of any Housing Australia processes, nor the availability or allocation of funding for the Land. More information about these processes are available from [Housing Australia](#).

6 PRICE OF BLOCKS

- 6.1 The Price of each Block and Packaged Lot is set out in the Land Schedule.
- 6.2 Prospective Respondents should note that:
- a) SLA will not negotiate the Price of any Packaged Lot;
 - b) the Price of each Packaged Lot is GST inclusive; and
 - c) SLA will apply the margin scheme (as set out in the *A New Tax System (Goods And Services Tax) Act 1999* (Cth)).

7 TIMEFRAMES AND QUESTIONS

An indicative timetable for the REOI process is set out below, however, the dates specified in the timetable are subject to change at SLA's absolute discretion.

Task	Date for completion of task
REOI Release	23 April 2026
Questions Closing Date and Time	2:00pm AEST on 18 August 2026
REOI Closing Date and Time	2:00pm AEST on 1 September 2026
Evaluate Responses	22 September 2026
Notify Preferred Respondent(s)	23 September 2026
Enter into Option Deed(s) with Successful Respondent(s)	7 October 2026

8 QUESTIONS

- 8.1 Following release of this REOI, prospective respondents may submit questions seeking clarification or additional details about the Packaged Lots, the Specimen Call Option Deed, Specimen Contract for Sale, Specimen Leases or any other aspect of the REOI. All questions must be directed to the Contact Person.
- 8.2 The Contact Person is:
- Civium (ACT) Pty Ltd, 3Lonsdale Street, Braddon ACT 2612
Andrew Smith
Mobile: 0409 600 471
Email: andrew.smith@civium.com.au
- Dania Khalil
Mobile: 0406 375 946
Email: danial.khalil@civium.com.au
- 8.3 SLA will answer questions submitted in accordance with this section as it deems relevant to this REOI. It will not provide answers that:
- a) may disclose confidential information or privileged information;
 - b) may, in the opinion of SLA, give an unfair advantage to any Respondent; or
 - c) in the opinion of SLA, are not in the best interests of SLA or the Territory to disclose.

- 8.4 All questions and answers, addenda or supplementary information will be circulated via email to prospective Respondents, unless the author of the question specifically requests otherwise and SLA consents, in its absolute discretion.

PART B – EXPRESSIONS OF INTEREST

9 ELEMENTS OF AN EXPRESSION OF INTEREST

- 9.1 Each REOI should include completed Returnable Schedules 1 - 3 inclusive. Details of these requirements are set out below.
- 9.2 Respondents should provide a response to each of the Returnable Schedules in accordance with the requirements set out in the relevant Returnable Schedule.

10 LODGING AN EXPRESSION OF INTEREST

- 10.1 Responses should be lodged no later than the Closing Time and Date.
- 10.2 Respondents should complete the Response Form, available online at <https://suburbanland.act.gov.au/community-housing-in-canberra/eoi-whitlam-single-residential-packaged-lots>. Attachments should be uploaded in either PDF, Word or Excel formats and comply with the page limits listed on the Response Form.
- 10.3 Responses should not be lodged via email, facsimile or in hard copy (paper) format, subject to clause 10.4.
- 10.4 In the event of technical difficulties with the Response Form, please email communityhousing@act.gov.au no later than the Closing Time and Date to note the issue and seek guidance from the SLA.
- 10.5 All queries and requests for technical or operational support regarding lodgement should be directed via email to communityhousing@act.gov.au a minimum of 24 hours prior to the Closing Time and Date.
- 10.6 Respondents have the right to withdraw their Response at any point during the Request process. All queries and requests to withdraw from the Request process should be directed via email to communityhousing@act.gov.au.

PART C – CONSIDERATION OF RESPONSES

11 CONSIDERATION

- 11.1 SLA will:
- confirm NRSCH registration with the ACT Registrar for Community Housing for all Compliant Responses;
 - consider REOIs based on the Priority Framework below:

Priority Level	Requirements
1	Aboriginal Community-Controlled Organisations that are CHPs or ACCO led consortia operating/providing service delivery in the Canberra region
2	- Operational dwellings in the ACT (the ACT must be either listed as a primary or other jurisdiction in NRSCH); and - NRSCH Registration Tier 2 or 3
3	Proposed projects in the ACT (as verified by the ACT Government, this could include providing evidence of option deeds, purchase contracts, land

	ownership, or ACT Government funding agreements); and
	• NRSCH Registration Tier 2 or 3
4	• Open to any registered CHP

c) To be considered as priority 1, ACCO-led consortia must demonstrate:

- 11.1.c.1 Lasting benefits or value retention for Aboriginal and/or Torres Strait Islander communities and their housing sector;
- 11.1.c.2 The ACCO must have a meaningful role in governance, decision making and dispute resolution of the ACCO-led consortium;
- 11.1.c.3 That, where appropriate, the grant of the Crown Lease will unlock other services or benefits to the Aboriginal and/or Torres Strait Islander communities;
- 11.1.c.4 How the grant of the Crown Lease will build capability in the ACCO; and
- 11.1.c.5 That the ACCO is participating in the ACCO-led consortium with informed and free consent given to the ACCO-led consortium prior to the lodging of the Response.

d) should the Priority Framework set out in section 11.1(b) of this REOI be met, and there is still excess demand for the Packaged Lots, SLA reserves the right to conduct a ballot process to determine the Preferred Respondent(s).

12 EXECUTION OF DOCUMENTS

- 12.1 At the conclusion of the assessment process, the Preferred Respondent(s) will be invited to enter into Option Deed(s) with SLA. If the Preferred Respondent(s) wish to proceed, the Preferred Respondent(s) or their legal representative will be required to provide a copy of the Option Deed(s) which has been properly executed by the Preferred Respondent(s) to SLA or its legal representative within seven days.
- 12.2 Following receipt of the Option Deed(s) that has been properly executed by the Preferred Respondent(s), SLA may execute and date the Option Deed(s), and the relationship between the parties will be governed by the Option Deed(s) from that point forwards.
- 12.3 No legal relations exist until the parties have entered into the Option Deed(s).

13 DEBRIEFING OF RESPONDENTS

Respondents may request a debriefing following the conclusion of the REOI process and should do so in writing to the Contact Officer. Debriefings will be limited to matters relevant to the Respondent's Response and the evaluation criteria contained in this REOI.

14 DEFINITIONS

Unless otherwise stated in this REOI, the following meanings apply to terms in this REOI.

Aboriginal Community Controlled Organisation (ACCO)	An ACCO that meets the Clause 44 definition found in Closing the Gap and demonstrates they operate/provide service delivery in the ACT or Canberra Region (for example, through existing ACT service delivery or ACT based governance arrangements).
ACT Registrar for Community Housing	the responsible administrator of the National Regulatory System for Community Housing with the registrars in all other participating jurisdictions.
Background Documentation	the documents referred to in the Background Document Schedule at Annexure C of the Specimen Contract for Sale and provided by email to prospective respondents together with this REOI.
Canberra Region	The Canberra Region is defined as “the area comprising the Australian Capital Territory and the Bombala, Boorowa, Cooma-Monaro, Eurobodalla, Goulburn-Mulwaree, Harden, Palerang, Queanbeyan, Snowy River, Upper Lachlan, Yass Valley and Young shires” in accordance with the Canberra Region Local Industry Participation Policy version 1.1
Clause 44	The Clause 44 definition is as follows: “Aboriginal and Torres Strait Islander community control is an act of self-determination. Under this Agreement, an Aboriginal and/or Torres Strait Islander Community-Controlled Organisation delivers services, including land and resource management, that builds the strength and empowerment of Aboriginal and Torres Strait Islander communities and people and is: ○ incorporated under relevant legislation and not-for-profit ○ controlled and operated by Aboriginal and/or Torres Strait Islander people ○ connected to the community, or communities, in which they deliver the services ○ governed by a majority Aboriginal and/or Torres Strait Islander governing body.”
Closing the Gap	the National Agreement on Closing the Gap, which is a commitment from all Australian governments and Aboriginal and Torres Strait Islander representatives to a fundamentally new way of developing and implementing policies and programs that impact on the lives of Aboriginal and Torres Strait Islander people. This agreement can be found at https://www.closingthegap.gov.au/national-agreement/national-agreement-closing-the-gap .
Closing Time and Date	the closing time on the closing date (as specified on the cover page and section 7 of this REOI) or such extended time and date approved by SLA at its discretion.

Community Housing Provider (CHP)	an entity registered under the National Regulatory System for Community Housing and as defined in the Community Housing Provider National Law.
Community Housing Provider National Law	the appendix to the <i>Community Housing Providers (Adoption of the National Law) Act 2012</i> (NSW).
Compliant Response	a Response submitted by a Respondent in accordance with the terms set out in this REOI.
Contact Person	has the meaning given to it in section 8 of this REOI.
Contract for Sale or Contract	the contract for sale between SLA and the Successful Respondent in respect of a Packaged Lot (or Packaged Lots) (in or substantially in the terms of the Specimen Contract for Sale).
Crown Lease or Lease	has the same meaning as set out in section 235 of the Planning Act.
Housing Australia	the entity established under section 7 of the <i>Housing Australia Act 2008</i> (Cth).
Housing Australia Future Fund	together with the National Housing Accord, these are Commonwealth Government initiatives to improve housing outcomes for Australians and will collectively support the delivery of 20,000 new social and 20,000 new affordable homes across Australia over five years. These programs are administered by Housing Australia.
Land Schedule	means the schedule of the Packaged Lots set out in Returnable Schedule 2.
National Housing Accord	together with the National Australia Future Fund, these are Commonwealth Government initiatives to improve housing outcomes for Australians and will collectively support the delivery of 20,000 new social and 20,000 new affordable homes across Australia over five years. These programs are administered by Housing Australia.
National Regulatory System for Community Housing (NRSCH)	represents the national system for regulation of CHPs across all states and territories (except Victoria and Western Australia) which governs and manages the community housing sector in order to meet the housing needs of tenants and provide assurance for government and investors.
Option Deed	the deed between SLA and the Preferred Respondent(s) in respect of a Packaged Lot (or Packaged Lots).
Packaged Lot	means one or more of the following packaged lots: 1. Packaged Lot 1;

	2. Packaged Lot 2; 3. Packaged Lot 3; 4. Packaged Lot 4; 5. Packaged Lot 5; 6. Packaged Lot 6; 7. Packaged Lot 7; 8. Packaged Lot 8; 9. Packaged Lot 9; 10. Packaged Lot 10; and/or 11. Packaged Lot 11. with details of each packaged lot set out in the Land Schedule.
Planning Act	the <i>Planning Act 2023</i> (ACT).
Preferred Respondent	the Respondent(s) invited to enter into one or more Call Option Deeds with SLA in respect of a Packaged Lot (or Packaged Lots).
Price	the Price for each of the Packaged Lots set out in the Land Schedule.
Request for Expression of Interest or REOI	this request expression of interest, including all attachments, returnable schedules, annexures, schedules and appendixes.
Respondent	an entity that has lodged a Response responding to this REOI.
Response	a Response submitted in response to this REOI.
Returnable Schedules	the Returnable Schedules annexed to this REOI at Attachment A.
Specimen Call Option Deed	the specimen call option deed included in Attachment C to this REOI.
Specimen Contract for Sale or Specimen Contract	the specimen contract for sale included in Attachment D to this REOI.
Specimen Lease	the specimen Crown lease at Attachment E to this REOI.
Suburban Land Agency or SLA	the agency established by section 37 of the <i>City Renewal Authority and Suburban Land Agency Act 2017</i> (ACT).
Successful Respondent	the Respondent(s) who have entered into one or more Call Option Deeds with SLA in respect of a Packaged Lot (or Packaged Lots).

Territory	(1) when used in a geographical sense the Australian Capital Territory; and (2) when used in any other sense the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
Territory Plan	the <i>Territory Plan 2023</i> as amended and varied from time to time.

PART D – AML/CTF OBLIGATIONS AND REQUIREMENTS

15 DEFINITIONS

15.1 The following definitions apply in this Part D and to other Parts of this REOI as applicable:

AML/CTF Laws

means:

- (a) the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and such regulations and rules as may be enacted for the purposes of that Act from time to time;
- (b) the Anti-Money Laundering and Counter-Terrorism Financing Rules 2025 (Cth); and

such regulations and other rules as may be enacted for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) from time to time.

AUSTRAC

means the Australian Transaction Reports and Analysis Centre.

CDD Information

has the meaning given in clause 16.3;

PEP

means a politically exposed person, including:

- (a) a domestic PEP, who is an individual that holds particular offices or positions,¹ and

¹ Specifically: member of the legislature of the Commonwealth or a state or territory; member of the governing body of a political party represented in the legislature of the Commonwealth or a state or territory; Governor-General; Governor of a state; Administrator of a territory; Justice of the High Court; Judge of the Federal Court of Australia; Judge of the Supreme Court of a state or territory; accountable authority, or member of the accountable authority, of a Commonwealth entity within the meaning of the Public Governance, Performance and Accountability Act 2013 (PGPA Act); member of the governing body of a wholly-owned Commonwealth company within the meaning of the PGPA Act; Head (however described) of a department of state or territory, or an agency or authority of a state or territory that has a prominent public function; Head (however described) of a local government

includes also certain offices of the Commonwealth in a foreign country, or to a public international organisation, to which appointments are made by the Governor-General;²

- (b) a foreign PEP, who is an individual who holds a prominent office or position or public function in or for the legislature, executive or judiciary of a foreign country;³ and
- (c) an international organisation PEP, who is an individual entrusted with a prominent public function, position or office of a public international organisation. This includes a head, deputy head or board member in a public international organisation. For example, a head, deputy head or board member of a United Nations body.

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

- (d) joint beneficial ownership of a body corporate or legal arrangement with an individual listed in the above positions;
- (e) sole beneficial ownership of a body corporate or legal arrangement on behalf or for the benefit of an individual listed in the above positions; or
- (f) any other close business relations with an individual listed in the above positions.

Proscribed Person

means any person or entity who is:

- (a) proscribed under the Charter of the United Nations Act 1945 (Cth) or the Autonomous Sanctions Act 2011 (Cth);

council in a state or territory; the chair of the board, chief executive officer or chief financial officer of a company or other incorporated body that's wholly-owned or majority-owned by a state or territory; Chief of the Defence Force, Vice Chief of the Defence Force, Chief of Navy, Chief of Army or Chief of Air Force; officer of the Navy of the rank of Vice Admiral or a higher rank; officer of the Army of the rank of Lieutenant General or a higher rank; officer of the Air Force of the rank of Air Marshal or a higher rank.

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

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

- (b) is in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
- (c) appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction;
- (d) declared or otherwise designated under any law relating to organised crime or gang activity;
- (e) acts on behalf, or for the benefit of, a person or entity listed above; or

closely connected to a person listed above (unless SLA have expressly agreed that you are not a Proscribed Person despite your connection with a person listed above).

Related Bodies Corporate

has the meaning given in section 50 of the Corporations Act

SLA's Solicitor

means Griffin Legal of Level 1, 10 Moore Street, Canberra City in the Australian Capital Territory.

16 AML/CTF LAWS AND CUSTOMER DUE DILIGENCE

- 16.1 The Respondent acknowledges and agrees that the Suburban Land Agency, and any Sales Agent appointed by the Suburban Land Agency under clause 18, are required to comply with the AML/CTF Laws.
- 16.2 If a Sales Agent is appointed under clause 18, the Suburban Land Agency may be appointed as agent of the Sales Agent for the purpose of conducting customer due diligence in accordance with AML/CTF Laws.
- 16.3 Upon being notified that it is the Preferred Respondent, and at such other times requested by the Suburban Land Agency, the Preferred Respondent must promptly provide to (as the case may be):
 - a) the Suburban Land Agency;
 - b) the SLA's Solicitor; or
 - c) any appointed Sales Agent or any agent of the Sales Agent appointed,

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

- 16.3.c.1 information to establish and verify the identity of the Preferred Respondent and, where applicable, any beneficial owners, controllers, directors, shareholders or other relevant persons associated with the Preferred Respondent;

- 16.3.c.2 information about whether the Preferred Respondent or any person the Suburban Land Agency considers is associated with the Preferred Respondent, is a Proscribed Person or a PEP;
 - 16.3.c.3 evidence of the source of wealth of the Preferred Respondent and the source of funds used to purchase the Property; and
 - 16.3.c.4 any other information or documentation reasonably requested by the CDD Collector for the purposes of customer identification, verification or ongoing customer due diligence.
- 16.4 An indicative list of the information that may be required from the Preferred Respondent under clause 16.3 is provided in Attachment F.
- 16.5 The Preferred Respondent warrants that all information and documentation provided to a CDD Collector pursuant to this clause 16 is true, correct and complete in all material respects and is not misleading.
- 16.6 The Preferred Respondent acknowledges and agrees that:
- (a) a CDD Collector may disclose CDD Information to a government agency (including AUSTRAC) if required to comply with their obligations under any laws, including the AML/CTF Laws;
 - (b) the Suburban Land Agency may determine that it will not consider the Response any further if the Preferred Respondent fails to provide the information or documentation requested pursuant to this clause 16 within 5 Business Days of a request from a CDD Collector; and
 - (c) the Suburban Land Agency may set aside or exclude the Response if:
 - 16.6.a.1 the Preferred Respondent or anyone the Suburban Land Agency considers associated with the Preferred Respondent is a Proscribed Person;
 - 16.6.a.2 any CDD Information provided to a CDD Collector is not adequate, is inconsistent, is not provided to them in a timely manner or if circumstances otherwise arise that prevent the Suburban Land Agency or the Sales Agent from meeting their obligations under AML/CTF Laws;
 - 16.6.a.3 the Suburban Land Agency is not satisfied with the Preferred Respondent's compliance with all applicable laws, regulations or obligations, including the AML/CTF Laws, sanctions laws, arms proliferation laws and laws relating to fraud or other criminal activity; and
 - 16.6.a.4 the Preferred Respondent causes a CDD Collector to breach any applicable laws, regulations or obligations, or exposes them to a level of risk relating to money laundering, terrorism financing or arms proliferation that is inconsistent with their policies and procedures for the management of such risks.
- 16.7 To the maximum extent permitted by law, the Suburban Land Agency, and any Sales Agent appointed under clause 18 of this Part, will not be liable to the Respondent in any circumstances whatsoever for any cost, expense, loss, claim, or damage arising out of, or in connection with, any matter or thing arising out of or in connection with this clause 16.

17 RESERVATION OF RIGHTS – AML/CTF LAWS COMPLIANCE AND CDD INFORMATION

17.1 Without limiting any other part of this REOI, the Suburban Land Agency may, in its absolute discretion:

- a) perform financial, criminal records, reference, character checks, and checks for the purposes of complying with AML/CTF Laws, in relation to any Respondent, its partners, associates, or Related Bodies Corporate, subcontractors, officers, and staff (the Respondent may be requested to provide reasonable assistance in this regard);
- b) make any enquiries of any person, company, organisation, or matter related to any Respondent including (but not limited to) confirmation of any information provided by the Respondent in a Response including in respect of the CDD Information;
- c) seek advice of external consultants to assist in the assessment or review of compliance with the AML/CTF Laws; and
- d) at its absolute discretion, elect not to consider a Response submitted by a Respondent that does not provide any CDD Information requested by or under this REOI.

18 APPOINTMENT OF A SALES AGENT

18.1 Potential Respondents are advised that the Suburban Land Agency may elect to appoint a sales agent for the purposes of brokering the sale of the Crown Lease (**Sales Agent**).

18.2 If a Sales Agent is appointed by the Suburban Land Agency:

- a) Respondents may be notified of the identity of the Sales Agent; and
- b) the Sales Agent will be the only authorised contact person for all matters relating to this REOI from the date of the notice. Any unauthorised contact with any other Suburban Land Agency employees, contractors, agents, or consultants from Respondents in connection with this REOI may result in exclusion of the Respondent or a Response from the REOI.

19 NEGOTIATION AND EXCHANGE OF FIRST GRANT CONTRACT

19.1 If a Sales Agent is appointed by the Suburban Land Agency it will be appointed to broker the sale of the Crown Lease including but not limited to:

- a) conducting negotiations with one or more Respondents;
- b) managing AML/CTF Laws compliance matters;
- c) managing entry into the First Grant Contract; and/or
- d) conduct a 'best and final offer process' (BAFO Process), in which case the Sales Agent may:
 - 19.1.d.1 advise all or some of the Respondents of the terms and conditions of a 'best and final offer' process;
 - 19.1.d.2 request that the Respondent provide their 'best and final offer';
 - 19.1.d.3 evaluate whether a 'best and final offer' represents an acceptable commercial offer for the Land, taking into account the Reserve Price, the Respondent's price, terms of payment, and risk; and
 - 19.1.d.4 invite a Respondent to enter into negotiations to reach agreement and enter into the First Grant Contract on the basis of its 'best and final offer'.

ATTACHMENT A Returnable Schedules

The following pages should be detached, completed and lodged in accordance with section 10 of the REOI

- Returnable Schedule 1 - Respondent's details
- Returnable Schedule 2 – Package Lot nomination
- Returnable Schedule 3 - Warranty

RETURNABLE SCHEDULE 1 Respondent's Details/Lead Entity

Respondent's (Lead Entity) Name:

ACN/ABN: _____

NRSCH registration number:

Registered Office: _____

If you are not registered in the ACT, do you have any proposed projects in the ACT? YES/NO

If yes, please provide evidence as attachments to this schedule 1.

Principal Place of Business:

Trading and Business names:

Contact Person

Name: _____

Position: _____

Address: _____

Telephone Numbers: Business Telephone: _____ Mobile: _____

Email Address: _____

*Respondents that are a consortium should indicate the nature, structure and shareholding of the proposed consortium members and outline the proposed financial arrangements underpinning the consortium. This includes confirming which entity will purchase the Site. Supporting documents demonstrating the nature of the relationship between entities must be **attached** and listed below.*

Consortium Entity Details (provide details of each entity forming the consortium with the Lead Entity above)

Entity Name: _____

ACN/ABN: _____

NRSCH registration number:

Registered Office: _____

Principal Place of Business:

Trading and Business names:

Contact Person

Name: _____

Position: _____

Address: _____

Telephone Numbers: Business Telephone: _____ Mobile: _____

Email Address: _____

Additional Entity

Entity Name: _____

ACN/ABN: _____

NRSCH registration number:

Registered Office: _____

Principal Place of Business:

Trading and Business names:

Contact Person

Name: _____

Position: _____

Address: _____

Telephone Numbers: Business Telephone: _____ Mobile: _____

Email Address: _____

Supporting Documentation Attachments:

a) _____

b) _____

c) _____

d) _____

e) _____

ACCO-led consortium respondents must demonstrate:

1. Lasting benefits or value retention for Aboriginal and/or Torres Strait Islander communities and their housing sector;
2. The ACCO must have a meaningful role in governance, decision making and dispute resolution of the ACCO-led consortium;
3. That, where appropriate, the grant of the Crown Lease will unlock other services or benefits to the Aboriginal and/or Torres Strait Islander communities;
4. How the grant of the Crown Lease will build capability in the ACCO; and
5. That the ACCO is participating in the ACCO-led consortium with informed and free consent given to the ACCO-led consortium prior to the lodging of the Response.

RETURABLE SCHEDULE 2 Package Lot nomination

Respondents are to nominate their preferred Packaged Lot(s). Please state whether you wish to purchase each Packaged Lot (by writing “Yes” in the column where indicated) and provide your order of preference (numbered from 1 to a maximum of 11, with 1 being your highest preference) in the tables below.

Respondents should set out conditions (if any) relating to its preferred Packaged Lots where indicated at the end of this Returnable Schedule. Should clarifications be required, Attachment B, Section 4 of this REOI governs this process.

LOT NO	BLOCK DETAILS						RESPONDENTS TO COMPLETE	
	Suburb	Section	Block	Area	Zoning	Easements	Price (GST Inclusive, using the Margin Scheme)	Order of Preference (1 to 11)
Packaged Lot 1	Whitlam	77	1	314	RZ1	N/A	\$568,675	
	Whitlam	77	2	126	RZ1	N/A	\$228,195	
	Whitlam	77	3	126	RZ1	N/A	\$228,195	
	Whitlam	77	4	196	RZ1	N/A	\$354,969	
	Whitlam	77	5	196	RZ1	N/A	\$354,969	
	Whitlam	77	6	196	RZ1	N/A	\$354,969	
	Whitlam	77	7	196	RZ1	N/A	\$354,969	
	Whitlam	77	8	196	RZ1	N/A	\$354,969	
	Whitlam	77	9	243	RZ1	N/A	\$440,089	

LOT NO	BLOCK DETAILS						RESPONDENTS TO COMPLETE		
Lot No	Suburb	Section	Block	Area	Zoning	Easements	Price (GST Inclusive, using the Margin Scheme)	Write “Yes” in this column if you wish to enter into a Call Option Deed for the corresponding Packaged Lot	Order of Preference (1 to 11)
Packaged Lot 6	Whitlam	88	2	232	RZ1	N/A	\$465,000		
	Whitlam	88	3	232	RZ1	N/A	\$465,000		
	Whitlam	88	4	232	RZ1	N/A	\$465,000		
	Whitlam	88	5	249	RZ1	N/A	\$495,000		
Total price for Packaged Lot 6 \$2,390,000									
Packaged Lot 7	Whitlam	83	2	410	RZ1	N/A	\$640,000		
	Whitlam	83	3	376	RZ1	N/A	\$605,000		
Total price for Packaged Lot 7 \$1,245,000									
Packaged Lot 8	Whitlam	83	22	450	RZ1	N/A	\$685,000		
	Whitlam	83	21	450	RZ1	N/A	\$685,000		
Total price for Packaged Lot 8 \$1,370,000									
Packaged Lot 9	Whitlam	85	16	419	RZ1	N/A	\$630,000		
	Whitlam	85	15	419	RZ1	N/A	\$630,000		
Total price for Packaged Lot 9 \$1,260,000									

LOT NO	BLOCK DETAILS						RESPONDENTS TO COMPLETE		
Lot No	Suburb	Section	Block	Area	Zoning	Easements	Price (GST Inclusive, using the Margin Scheme)	Write “Yes” in this column if you wish to enter into a Call Option Deed for the corresponding Packaged Lot	Order of Preference (1 to 11)
Packaged Lot 10	Whitlam	86	16	401	RZ1	N/A	\$650,000		
	Whitlam	86	15	416	RZ1	N/A	\$635,000		
	Total price for Packaged Lot 10						\$1,285,000		
Packaged Lot 11	Whitlam	87	24	423	RZ1	N/A	\$670,000		
	Whitlam	87	23	422	RZ1	N/A	\$670,000		
	Total price for Packaged Lot 11						\$1,340,000		

Conditions:

Respondents who have written “Yes” in the column entitled “Write “Yes” in this column if you wish to enter into a Call Option Deed for the corresponding “Packaged Lot” for more than one Packaged Lot must respond to the questions set out below.

1. Does the Respondent wish to purchase all Packaged Lots it has written “Yes” to in the table above? Please write “yes” or “no” .

2. If the Respondent does not wish to purchase all Packaged Lots it has written "Yes" to in the table above, Respondents must set out conditions (if any) relating to its preferred Packaged Lots in this text box.

WARRANTY

The Respondent warrants to Suburban Land Agency that:

- (1)

it has undertaken reasonable checks and searches and it is not aware of any information, relationships or other matters that may give rise to a conflict of interest or the potential for a conflict of interest in respect of this response that has not been disclosed to Suburban Land Agency in writing;
- (2)

it has read and understood the REOI, and this Response is submitted in accordance with the REOI (including all addenda);
- (3)

it has obtained, or had reasonable opportunity to obtain, appropriate experts' advice in respect of the Land;
- (4)

it accepts that it is Suburban Land Agency's usual practice to make publicly available after exchange of contract the purchasers' details including its name, the Packaged Lot details and the purchase price on Suburban Land Agency's website;
- (5)

it has submitted the expression of interest taking into account the matters acknowledged above; and
- (6)

all information in expression of interest is true and correct at the time of lodgement.

Dated this _____ day of _____ 20__

ATTACHMENT B Standard TERMS and CONDITIONS

1 **RETURNABLE SCHEDULES**

In completing the Returnable Schedules Respondents must ensure that all Returnable Schedules and all attachments and supporting material are written in English.

2 **ADDENDA**

2.1 SLA may issue addenda to this REOI for the purposes of clarifying or amending it.

2.2 Addenda become part of the REOI and Respondents must, on submitting a Response, confirm in the Warranty that they have sighted all addenda and have submitted the Response taking into account any matters in addenda.

2.3 SLA will issue addenda via email to prospective Respondents.

3 **CLOSING TIME AND DATE**

SLA may, at any time before the Closing Time and Date, change the Closing Time and Date to a later time or date. If SLA changes the Closing Time and Date, it will use reasonable endeavours to notify that change to prospective Respondents.

4 **SLA'S RIGHTS**

4.1 SLA may at any time:

- e) cancel, add to or amend the information, requirements, terms, procedures or processes set out in this REOI, including after the Closing Time and Date;
- f) provide additional information to prospective Respondents including by way of addenda;
- g) suspend or terminate the REOI process;
- h) admit or exclude any Respondent from the REOI process;
- i) accept or reject or shortlist any Response, regardless of its compliance or non-compliance with this REOI;
- j) request and rely on any clarification or additional information from any Respondent;
- k) enter into negotiations with any one or more Respondents;
- l) discontinue negotiations with any Respondents;
- m) elect not to proceed to select any successful Respondent or any preferred Respondent(s);
- n) in respect of documents lodged by a Respondent, complete and deal with documents in accordance with section 7 of Attachment B.

4.2 Any time or date in this REOI is for the sole convenience of SLA. The establishment of a time or date in this REOI does not create an obligation on the part of SLA, to take any action or extend any right to any Respondent to expect that any action be taken on the date established. SLA may notify Respondents if SLA exercises any of the rights listed in this REOI but will not be obliged to provide any reasons for its actions.

4.3 If this REOI provides that SLA “may” do a thing, it may do so in its absolute discretion, at any time and without having to notify any Respondent(s) or provide any reason(s).

5 **EXCLUSIONS OF LIABILITY**

- 5.1 Participation in any stage of this REOI process or in relation to any matter concerning the REOI process will be at each Respondent's sole risk, cost and expense. SLA will not be liable in any circumstances whatsoever for:
- a) any cost, expense, loss, claim or damage arising out of, or in connection with, any Respondent's participation in this REOI process including the preparation and submission of a Response, participation in a presentation or interview, arranging and conducting a site visit or the preparation and negotiation of a contract;
 - b) any cost, expense, loss, claim or damage arising or resulting from the exercise of any of SLA's rights referred to in this REOI; or
 - c) any failure by SLA to inform Respondents of the exercise of any of SLA's rights or discretions under the REOI.
- 5.2 SLA will not be liable to any Respondent on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi contractual or restitutionary grounds or any rights with similar legal or equitable basis whatsoever or in negligence as a consequence of any matter or thing relating or incidental to a Respondent's participation in the REOI process, including, without limitation, instances where SLA:
- a) varies or terminates this REOI process or any negotiations with a Respondent;
 - b) decides not to proceed with or to change any aspect of the REOI;
 - c) exercises or fails to exercise any of its rights under or in relation to this REOI; or
 - d) makes information available or provides information to a Respondent relating to its assets, procedures, plans, Response, existing arrangements for the project or any other future arrangements.

6 DISCLAIMER

The SLA will consider expressions of interest submitted in response to this REOI taking into account the matters contained herein, however Respondents should note the matters below.

- 6.1 This REOI does not represent an offer by the SLA to procure the grant of a Crown lease or Option to acquire a Crown lease to any entity on any terms or conditions.
- 6.2 While this REOI sets out matters that the SLA may take into account in considering whether to procure the grant of one or more Crown leases to entities that submit expressions of interest, the SLA's decision to procure any such Crown leases is unfettered by any matters set out in this REOI and at its absolute discretion.
- 6.3 The SLA may amend, add to, vary or withdraw this REOI at anytime and for any reason.
- 6.4 Entities that submit an expression of interest do so entirely at their own risk and costs on the basis of their own due diligence investigations, inquiries, advice and knowledge and the SLA and its officers, employees, agents, consultants and advisors are not under any duty at any time to disclose any fact matter or circumstance concerning the SLA, the Land or the process by which the SLA will consider such expressions of interest.
- 6.5 Prospective Respondents should independently satisfy themselves as to the accuracy of this REOI and all information provided to them and must conduct their own inquiries, investigations, analysis and appraisal of the Land and are encouraged to seek appropriate professional advice about the Land and this REOI.
- 6.6 The release of this REOI does not create or evidence any contractual or other enforceable obligations or any other binding undertaking of any kind by the SLA (including one that could give rise to any promissory estoppel, quantum meruit or on

any other contractual, quasi contractual or restitutionary grounds or any rights with a similar legal or equitable basis) in relation to:

- a) the conduct of this process;
- b) whether, to whom and on what terms any offer to procure Crown leases will be made; or
- c) whether or not the SLA in fact enters into an Option or Contract for Sale with any party on any terms and conditions.

6.7 The SLA:

- a) is not, and will not be, responsible or liable for the accuracy, currency, reliability or completeness of any information provided in this REOI;
- b) makes no express or implied representation or warranty that any estimate or forecast will be achieved or that any statement as to future matters will prove correct;
- c) expressly disclaims any and all liability arising from all information provided to any person including errors or omissions contained in the information;
- d) expressly disclaims any and all liability arising from any predication or statement as to any future development, use of land or any other event whatsoever discussed or described in this document;
- e) except so far as liability under any statute cannot be excluded, accepts no responsibility arising in any way from errors in or omissions from this REOI or any information provided to Tenderers in negligence;
- f) does not represent that they apply any expertise which can be relied upon by any person or entity;
- g) has no responsibility to inform anyone of any matter arising or of which they become aware which may affect or qualify any information provided in any way;
- h) accepts no liability for any loss or damage suffered by any person as a result of that person, or any other person, placing any reliance on the contents of this REOI; and
- i) assumes no duty of disclosure or fiduciary duty to any interested party.

6.8 Prospective Respondents should:

- a) review the Land Schedule for further details about the Packaged Lots (including the price and restrictions of each Packaged Lot)
- b) review the Background Documentation in respect of the Packaged Lots.

6.9 This REOI is not an offer by SLA to enter into an Option Deed or Contract for Sale, nor does it constitute any recommendation in relation to any matter about the Land, and it does not include any investment, accounting, financial, legal or tax advice.

6.10 This REOI has been prepared for prospective Respondents' sole use in deciding whether to respond to this REOI or to undertake further investigation of the opportunity described in it. Neither the information in this REOI nor any other information provided to Respondents by SLA, its officers, employees, agents or advisors contains or purports to contain all the information that Respondents would desire or require to assess the opportunity for participation in the REOI process and the projects contemplated by the REOI. Respondents must:

- a) decide whether to submit a Response on the basis of their own due diligence investigations, inquiries, advice and knowledge and SLA and its officers, employees, agents, consultants and advisors are not under any duty at any time

to disclose any fact matter or circumstance concerning SLA, the REOI process, the projects contemplated by the REOI or anything else; and

- b) independently satisfy themselves as to the accuracy of this REOI and all information provided to them and must conduct their own inquiries, investigations, analysis and appraisal of this REOI and must seek appropriate professional advice about this REOI and all information provided to them with respect to:
 - i. the projects contemplated by the REOI; and
 - ii. all assumptions, uncertainties and contingencies, which may affect the projects contemplated by the REOI.

7 OWNERSHIP OF REOI AND RESPONSES

- 7.1 In this REOI the expression “Intellectual Property Rights” means present and future copyright, registered and unregistered trademarks, industrial designs and registered or registrable patents, semiconductor and circuit layout rights, trade, business and company names, trade secrets, or any other proprietary rights and any rights to registration of those rights in Australia or elsewhere.
- 7.2 All documents in this REOI are the property of SLA. All Intellectual Property Rights contained in this REOI are retained by SLA and/or any third party who has given SLA permission to incorporate them in this REOI. No part of this REOI may be reproduced, stored in a retrieval system or transmitted in any form, by any method, including electronic, for any purpose, except as expressly permitted under applicable legislation or by permission of SLA. However, Respondents may reproduce any information provided by SLA to them in electronic format as part of this REOI for the sole and exclusive purpose of preparing their Response.
- 7.3 SLA may, at any stage during the REOI process, require Respondents to:
 - a) return to SLA; or
 - b) destroy and provide SLA with certification of the destruction of,
 - c) any information supplied by SLA to Respondents, in any material form, in connection with the REOI.
- 7.4 Upon lodgement, all Responses will become the property of SLA. SLA may make further copies of, and use, any Response for the purpose of conducting the REOI process and evaluating Responses. However, any Intellectual Property Rights in the information contained in the Responses will not pass to SLA simply by virtue of the lodgement of that Response.

8 DISCLOSURE OF CONFIDENTIAL INFORMATION

- 8.1 Any requests for information contained in Responses to be treated as confidential information will be considered by SLA in its absolute discretion.
- 8.2 Notwithstanding any other provision in this REOI, the Preferred Respondent’s details including their name, Land details and Price will be made publicly available after execution of the Contract for Sale.
- 8.3 If SLA provides Respondents with information expressly stated as confidential information, the Respondents must not disclose that information to any person other than to their employees or advisers directly involved in the preparation of their Response. Respondents must comply with this obligation both during and after the REOI process, for so long as such information is considered by SLA to be confidential information.

9 APPLICABLE LAW

The law applying in the Australian Capital Territory applies to this REOI process.

10 SECURITY, PROBITY AND FINANCIAL CHECKS

SLA may perform security or financial (including credit) checks in relation to Respondents, their directors, partners, associates, or related entities and their officers or employees. This may also include contact with financial advisers and auditors to clarify information or seek additional information. These checks may require individuals to sign forms verifying information relating to an individual and/or authorising the provision of confidential or personal information. Respondents must provide, at their cost, all reasonable assistance to SLA in this regard.

11 CONFLICTS OF INTEREST

A conflict of interest may exist, for example, if the Respondent or any of its personnel has a relationship (whether professional, commercial or personal) with another party who is able to influence the matter (such as SLA personnel or advisers). If a Respondent identifies that a conflict of interest exists or might arise in its participation in the REOI process, the Respondent must notify the Contact Person of the relevant circumstances as soon as practicable after becoming aware of the conflict or potential conflict, identify that actual or potential conflict of interest in writing in its Response, and complete the warranty in the Returnable Schedules in relation to conflict of interest. If the conflict or potential conflict arises after the lodgement of the Response, the relevant Respondent must notify the Sales Agent as soon as possible.

12 FALSE AND MISLEADING CLAIMS

Respondents are advised that giving false or misleading information is an offence. SLA may reject any Response which is found to have made a false or misleading claim or statement.

13 UNLAWFUL INDUCEMENTS

Respondents and their officers, employees, agents or advisers must not have violated and must not violate any applicable laws or SLA or Territory policies regarding the offering of inducements in connection with the preparation of their response.

14 IMPROPER ASSISTANCE

Respondents must not communicate with nor solicit information concerning or relating to the REOI process from employees of SLA or of the Territory, except as otherwise permitted in this REOI.

ATTACHMENT C CALL OPTION DEED (SPECIMEN)

ATTACHMENT D Contract for Sale (specimen)

ATTACHMENT E Crown Lease and Memorandum of Provisions (specimen)

ATTACHMENT F – INDICATIVE CDD INFORMATION

This Attachment F contains an indicative list of CDD Information that a Preferred Respondent may be required to provide to a CDD Collector pursuant to clause 16 of Part D of this REOI.

PART 1 - INFORMATION TO BE PROVIDED BY ALL RESPONDENTS

Politically Exposed Persons (PEP)	
<i>Is any individual (including any beneficial owner) connected with the response to this Returnable Schedule 2, or the Respondent, a Politically Exposed Person for the purposes of the AML/CTF Laws?</i>	[Insert details]

PART 2 - INFORMATION TO BE PROVIDED DEPENDING ON ENTITY TYPE

Respondent is a body corporate, partnership, unincorporated association	
1.	<i>Full name</i>
2.	<i>Any business name (where different to the full name)</i>
3.	<i>Any other names the Respondent is commonly known by</i>
4.	<i>A unique identifier (if any has been given, such as an ABN)</i>
5.	<i>Address of the principal place of business or operations</i>
6.	<i>Address of any registered office</i>
7.	<i>Evidence of the existence of the body corporate, partnership, unincorporated association</i>
8.	<i>Information about the powers that bind and govern the body corporate, partnership, unincorporated association</i>
9.	<i>The full name, and if applicable director identification number, of the individual, or each member of the group of individuals, with primary responsibility for the governance and executive decisions of the Respondent (eg for a company, the names of the directors; for a partnership, the names of the partners).</i>
10.	<i>Information about:</i> <i>general commercial activity or sector you operate in (e.g. real estate developer, law firm, food services, real estate agency etc)</i> <i>kinds of products and services offered by the business</i> <i>if not engaged in commercial activity, the purpose of the corporate body, partnership, unincorporated association (e.g. being set up for managing personal assets, or a social or charitable purpose such as a tennis club or wildlife rescue association)</i>
11.	<i>Identity of any beneficial owner of the body corporate, partnership, unincorporated association, meaning an individual who: (a) ultimately owns (either directly or indirectly) 25% or more of the body corporate, partnership, unincorporated association; or (b) controls (directly or indirectly) the body corporate, partnership, unincorporated association. See information required for Individuals in the table below **</i>

Respondent is a trust (i.e. trust or equivalent foreign legal arrangement)	
1.	Full name
2.	Kind of trust or equivalent (such as discretionary trust, fixed trust or unit trust)
3.	Any business names
4.	Any other names commonly known by
5.	A unique identifier (if any)
6.	Address of the principal place of business or operations
7.	Evidence of the trust's existence (e.g provision of the trust deed and any variation deeds or equivalent instrument, a will, or letter of administration)
8.	Information about powers that bind and govern the trust (refers to the trust deed or other legal authority that defines the governance and running of the trust; examples of defined roles include trustees, appointors, settlors, protectors, guardians, office holders and beneficiaries.
9.	The full name of the individual(s) with primary responsibility for governance and executive decisions
10.	Information about: - the general commercial activity or sector the trust operates in (e.g. real estate development wealth management, legal services, remitting money, superannuation administration or self-managed super fund) - if not engaged in commercial activity, the purpose of the trust – including being set up for managing personal assets, or a social or charitable purpose such as a tennis club or wildlife rescue association. - the reasons the trust is seeking to purchase the land - the identity of each beneficiary of the trust or equivalent; or - if the nature of the trust or equivalent means it is not possible to identify each beneficiary, a description of each class of beneficiary.
12.	Information about the identity of the trustees of the trust – See information required for Individuals in the table below **
13.	Identity of any beneficial owner of the trust, meaning an individual who: (a) ultimately owns (either directly or indirectly) 25% or more of the trust; or (b) controls (directly or indirectly) the trust. See information required for Individual Respondents in the table below **

Respondent is an individual (beneficial owner or trustee)	
1.	Full name
2.	Other names(s) if any by which the individual is known
3.	Date of Birth
4.	Residential Address
5.	A unique identifier (if any e.g passport, driver's licence or foreign national identity number)
6.	Occupation

Attachment B – Specimen First Grant Contract

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



ACT
Government

Suburban Land
Agency

DATE OF THIS CONTRACT				
LEASE DETAILS				
LAND		Block	Section	Division/District
				As set out in the Land Schedule
OCCUPANCY		Vacant Possession		
CO-OWNERSHIP	Mark one <i>See clause 13</i>	☐ Tenants in common (Show shares)		☐ Joint Tenants
SELLER DETAILS				
SELLER	Full name	Suburban Land Agency		
	ACN/ABN	27 105 505 367		
	Address	480 Northbourne Avenue, Dickson ACT 2602		
SELLER'S SOLICITOR	Firm	Griffin Legal		
	Ref	Nicole Platt/Rebecca Ellem		
	Phone	02 6198 3100		
	Fax			
	Address	Level 1, 10 Moore Street Canberra ACT		
	Email	sla.property@griffinlegal.com.au		
BUYER DETAILS				
BUYER	Full Name			
	ACN/ABN			
	Address			
BUYER'S SOLICITOR	Firm			
	Ref			
	Phone			
	Fax			
	DX/Address			
	Email			
PAYMENT DETAILS				
RESIDENTIAL WITHOLDING TAX	<i>See clause 39</i>	New Residential Premises?	☒ No	☐ Yes
		Potential Residential Premises?	☐ No	☒ Yes
		RW Amount required to be paid?	☐ No	☒ Yes
PRICE	Price Less Deposit Balance	(The Price is GST inclusive) (5% of Price)		
EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE	<i>See clause 3.2</i>	60 days after the Date for Completion		
DATE FOR COMPLETION		On or before 30 Working Days after the Date of this Contract		

ANNEXURES			
STANDARD ANNEXURES	Documents annexed to this Contract	Annexure A – Housing Development Guide – Combined Single Residential Stage 3 Whitlam – 202601 v3 Annexure B – Specimen Crown Lease Annexure C – Deposited Plan Annexure D – Site Classification Certificate Annexure E – Clearance Certificate	
SPECIAL CONDITIONS	Indicate whether any special conditions apply	☐ Yes	☒ No
READ THIS BEFORE SIGNING			
Before signing this contract you should ensure that you understand your rights and obligations. You should get advice from your solicitor.			
Authorised Delegate of the Suburban Land Agency signature:		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 <i>Corporations Act 2001</i> (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):		\$	
	Is any of the consideration not expressed as an amount in money?		☐ Yes ☒ No	
	If 'Yes', the GST inclusive market value of the non-monetary consideration:		Not Applicable	
	Other details (including those required by regulation or the ATO forms):			

LAND SCHEDULE

[illegible]

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 terms and conditions of the Specimen Crown Lease.

2 TERMS OF PAYMENT

- 2.1 On the Date of this Contract, the Buyer must pay the Deposit to the Seller by cheque, credit card or debit card (no American Express, Diners Club or JCB cards) or deposit bond or bank guarantee.
- 2.2 Subject to clause 2.6 the Deposit is released to the Seller and must be applied to the Price on Completion.

- 2.3 If the Deposit is:

- (a) not paid on time; or
- (b) paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 24) and clause 25 applies.

- 2.4 This clause 2 is for the benefit of the Seller and the obligations imposed on the Buyer by this clause 2 are essential. The obligations imposed on the Buyer by this clause 2 bind the Buyer notwithstanding any indulgence, waiver or extension of time by the Seller to the Buyer.

- 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, and payment in accordance with that direction will be sufficient discharge to the person paying.

- 2.6 If the Contract is:

- (a) rescinded; or
- (b) terminated due to the default of the Seller,

and the Buyer is entitled to a refund of the Deposit, then the Seller must refund the Deposit, or part thereof, within 15 Working Days.

- 2.7 The Seller is not liable to pay interest on any refunded Deposit provided that the Deposit is refunded to the Buyer in accordance with clause 2.6.

- 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 DEPOSIT BOND AND BANK GUARANTEE

- 3.1 The Deposit to be paid pursuant to clause 2.1 may be accepted by way of a Deposit Bond or Bank Guarantee with a value equivalent to 5% of the Price provided that at least 3 Working Days prior to the Date of this Contract the Buyer:

- (a) informs the Seller of their intention to provide a Deposit Bond or Bank Guarantee; and
- (b) provides the Seller with a copy of the proposed Deposit Bond or Bank Guarantee for approval,

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

- 3.2 The expiry date for the Deposit Bond or Bank Guarantee must not be earlier than the Earliest Date of Expiry of Deposit Bond or Bank Guarantee specified in the Schedule.
- 3.3 The Deposit Bond or Bank Guarantee must show the Seller as the beneficiary of the Deposit Bond or Bank Guarantee.
- 3.4 The Buyer must pay the amount stipulated in the Deposit Bond or Bank Guarantee to the Seller by unendorsed bank cheque on Completion.
- 3.5 The Buyer is in default if:
 - (a) the Deposit Bond or Bank Guarantee has an expiry date prior to the Earliest Date of Expiry of Deposit Bond or Bank Guarantee and is not renewed to the satisfaction of the Seller at least 10 Working Days prior to the expiry of the Deposit Bond or Bank Guarantee; or
 - (b) the provider of the Deposit Bond or Bank Guarantee is placed under external administration of any nature before Completion and the Buyer has not provided a replacement Deposit Bond or Bank Guarantee to the same value and on the same terms and conditions from a solvent party within 5 Working Days of the provider being placed in such administration.
- 3.6 If the Buyer is in default under clause 3.5 it will be deemed to be a failure by the Buyer to pay the Deposit under clause 2, and immediately, and without the notice necessary under clause 24, clause 25 applies.

4 DATE FOR COMPLETION

- 4.1 Completion must take place in Canberra on the Date for Completion or as otherwise determined by the Contract and if not specified or determined, within a reasonable time.
- 4.2 The Seller shall not be liable to the Buyer for any damage or loss caused to the Land after Completion, including building waste, save where caused by the negligent or deliberate action or omission of the Seller, its employees, agents or contractors.

5 SIGNING OF LEASE

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

6 WHITLAM HOUSING DEVELOPMENT GUIDE

- 6.1 The Whitlam Housing Development Guide are annexed to this Contract for information only.

If there is any variation to the Whitlam Housing Development Guide prior to Completion, the Seller may, but is not required to, 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.

- 6.2 The Buyer acknowledges that the Land is ready and available for inspection.
- 6.3 The Buyer enters into this Contract in reliance upon the Deposited Plan annexed to this Contract and on the Buyer's own enquiries.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 23 of this Contract in respect of any matter set out in the Whitlam Housing Development Guide.
- 6.5 In the event that there is an inconsistency between the Whitlam Housing Development Guide and the Deposited Plan, the Deposited Plan prevails.

7 VARIATION TO WHITLAM HOUSING DEVELOPMENT GUIDE

- 7.1 The Buyer acknowledges that the Specimen Crown Lease, the Whitlam Housing Development Guide, the Block Details Plan, the Deposited Plan and any other plans in relation to the Land may be affected by one or more of the following:

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

and may result in one or more of the following:

- (e) minor redefinition of the boundaries of the Land;
- (f) minor road re-alignment or dedication; or
- (g) minor variations of the easements relating to the provision of electricity, water, sewerage and stormwater services.

- 7.2 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.
- 7.3 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 23 of this Contract in respect of any matter set out in clause 7.1.

8 PLANNING CONDITIONS

- 8.1 The Buyer acknowledges that the Territory Planning Authority is responsible for all development consents and approvals sought by or on behalf of the Buyer in relation to the Land and the Buyer therefore releases the Seller from any liability, cause of action or any other claim in relation to disturbance, loss or detriment caused by the Territory Planning Authority granting or denying any consent or approval in relation to the Land.

- 8.2 The Buyer acknowledges the obligation to make its own enquiries and satisfy itself as to the currency and accuracy of information contained in the Territory Plan.
- 8.3 The Buyer acknowledges that the Territory Planning Authority is responsible for the Territory Plan and the Buyer will make no claim against the Seller whatsoever in this regard.
- 8.4 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 and any other matters relating to the Buyer's Development of the Land will be granted by the regulatory authorities or other agencies of the Australian Capital Territory with or without conditions.

9 PROPERTY ACT

- 9.1 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.

10 NON-CONFORMING TRANSFERS NOT TO BE USED

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

11 ENTIRE AGREEMENT

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

12 NO RELIANCE

- 12.1 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.

13 CO-OWNERSHIP

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

14 NON-MERGER

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

15 BUYER RELIES ON OWN ENQUIRIES

- 15.1 The Buyer acknowledges that it relies on its own enquiries in relation to the Land and warrants that in entering into this Contract the Buyer:
- (a) has not relied on any express or implied statement, warranty or representation whether oral, written or otherwise made by or on behalf of the Seller to the Buyer in connection with the Land;

- (b) has not relied on any documentation made available by or on behalf of the Seller to the Buyer in relation to the Land other than documentation forming part of this Contract; and
 - (c) is satisfied as to the nature, quality and condition of the Land and the purposes for which the Land may be used.
- 15.2 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 Land other than documentation forming part of this Contract.

16 PRIVACY

- 16.1 The Buyer acknowledges that they have received, read, and understood the Suburban Land Agency Information Privacy Policy and Suburban Land Agency Information Privacy Statement, 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 Suburban Land Agency Information Privacy Policy and Suburban Land Agency Information Privacy Statement.
- 16.2 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 disclosure of personal information to the ACT Revenue Office and other ACT and Commonwealth government agencies.

17 BUYER RIGHTS AND LIMITATIONS

- 17.1 The Buyer is not entitled to make any requisitions on the title to the Land.
- 17.2 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 23 of this Contract in respect of:
 - (a) a Utility Service for the Land being a joint service or passing through another property, or any Utility Service for another property passing through the Land;
 - (b) a promise, representation or statement about this Contract, the Land or the Lease, not made in this Contract;
 - (c) the size of any service ties for the supply of water on or to the Land;
 - (d) any matter contained in the Block Fill Plans or the existence of regrading, fill, contamination of any Substance or other disability of or upon the Land, whether caused by the Commonwealth of Australia, the Seller, previous occupants of the Land or otherwise;
 - (e) any soil classification in relation to the Land; and
 - (f) anything disclosed in this Contract (except an Affecting Interest).
- 17.3 The Buyer acknowledges, understands and accepts that the existence of regrading, fill, contamination of any 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 of any Substance or other disability.
- 17.4 The Buyer acknowledges that the Seller makes no warranty or representation as to the environmental condition or state of the soil, ground water, contamination or the existence or non-existence of any Substance on or affecting the Land.

18 SELLER WARRANTIES

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

- (a) will be able to complete at Completion;
- (b) has no knowledge of any unsatisfied judgment, order or writ issued by a court or tribunal affecting the Land;
- (c) has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land; and
- (d) is not aware of any material change in the matters disclosed in the Whitlam Housing Development Guide.

18.2 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.

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

19 ADJUSTMENTS

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

20 TERMS OF POSSESSION

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

21 INSPECTION OF LAND

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

22 ERRORS AND MISDESCRIPTIONS

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

22.2 This clause 22 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.

- 22.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

23 COMPENSATION CLAIMS BY BUYER

- 23.1 This clause 23 applies to claims for compensation arising out of this Contract made by the Buyer against the Seller including claims under clause 22.

- 23.2 To make a claim for compensation (including a claim under clause 22) 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 23.2(a) the Parties must complete and:
 - (i) the claim must be finalised (subject to clause 23.2(b)(ii)) either by agreement or, failing agreement, by an arbitrator appointed by the Parties or, if an appointment is not made within 20 Working Days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a Party;
 - (ii) the decision of the arbitrator is final, and binding save for:
 - 1. manifest error by the arbitrator obvious on its face in the final determination by the arbitrator;
 - 2. error in the application of law by the arbitrator in making his or her determination; or
 - 3. 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 days after Completion.

24 NOTICE TO COMPLETE AND DEFAULT NOTICE

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 Completion at the time, date and place specified in the Notice to Complete is an essential term.
- 24.5 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.
- 24.6 A Default Notice must:
 - (a) specify the default; and
 - (b) require the Party served with the Default Notice to rectify the default within 14 days after service of the Default Notice (excluding the date of service).
- 24.7 At the time the Default Notice is served, the Party serving the Default Notice must not be in default.
- 24.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 24.9 Clauses 25 or 26 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.
- 24.10 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.
- 24.11 The Parties agree that the time referred to in clauses 24.2 and 24.6(b) is fair and reasonable.

25 TERMINATION – BUYER’S DEFAULT

- 25.1 If:
 - (a) the Seller serves a notice on the Buyer in accordance with clause 2.3;
 - (b) the Buyer is in default under clause 3.5;
 - (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 notice served on the Buyer terminate this Contract and may then 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 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.
- 25.2 Subject to clause 25.3, if this Contract is terminated by the Seller pursuant to clause 25.1,

the Seller is not required to refund the Deposit to the Buyer and the Deposit is forfeited to the Seller without further notice to the Buyer.

- 25.3 The Seller must refund the portion of the Deposit which exceeds 5% of the Price (if any).
- 25.4 In addition to any money forfeited to the Seller under clause 25.2, 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.
- 25.5 For the avoidance of doubt, if the Deposit is paid by Deposit Bond or Bank Guarantee in accordance with clause 3, and the Seller is entitled to terminate in accordance with clause 25.1, the Buyer acknowledges that the Seller is entitled to, and will, call upon the Deposit Bond or Bank Guarantee immediately after serving the termination notice.

26 TERMINATION – SELLER'S DEFAULT

- 26.1 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.
- 26.2 If this Contract is terminated by the Buyer pursuant to clause 26.1, the Deposit must be refunded to the Buyer within 15 Working Days without any further authority being necessary.

27 RESCISSION

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

28 DAMAGES FOR DELAY IN COMPLETION

- 28.1 If Completion does not occur by the Date for Completion, due to the default of either Party, the Party who is at fault must pay the other Party as liquidated damages on Completion:
- (a) interest on the Price at the rate of 10% per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion (inclusive); and
 - (b) the amount of \$660.00 (including GST) to be applied towards any legal costs and disbursements incurred by the Party not at fault if Completion occurs later than 7 days after the Date for Completion.
- 28.2 The Party at fault must pay the amount specified in clause 28.1 in addition to any other damages to which the Party not at fault is entitled both at law and under this Contract.
- 28.3 The Parties agree that:
- (a) the amount of any damages payable under clause 28.1(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.

29 FOREIGN BUYER

29.1 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).

29.2 This clause is an essential term.

30 GST

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

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 and clause 25 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 and, unless the receiving Party indicates by immediate automatic response that the email address is unattended, the notice is taken to have been received at the time it was sent and if not sent before 5:00pm on a Working Day, on the next Working Day.

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 2 Working Days after it was posted.

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 the 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 cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 23 of this Contract in respect of any matter set out in the Site Classification Certificate.

37 BLOCK DETAILS PLAN

37.1 The Buyer acknowledges that the area of the Land specified in the Block Details Plan is subject to final survey and is subject to change and in the event of inconsistency with the area in the Deposited Plan, the Deposited Plan prevails.

38 SERVICE PROVIDERS

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

38.2 The Buyer will be responsible for contacting all relevant service providers for Utility Services as soon as practicable to arrange servicing of the Land by those service providers to avoid delays to their Development caused as a consequence of being unable, for example, to access water or power.

38.3 The Seller does not routinely provide and will not warrant the location of any future substations.

39 RESIDENTIAL WITHHOLDING TAX

Warning: The following clauses 39.1 to 39.14 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 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 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 39.14 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. 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.
- 39.12 The Seller indemnifies the Buyer against the amount of any penalties or interest charges imposed by the ATO on the Buyer (or the relevant recipient of the supply) arising from any failure by the Seller to forward the unendorsed bank cheque required by clause 39.8 to the ATO.

Potential Residential Land

- 39.13 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.
- 39.14 Where the Buyer has provided the statement referred to in clause 39.13 the Buyer indemnifies the Seller against the amount of any penalties or interest charges imposed by the ATO on the Seller (or the relevant entity making the supply of the Land).

40 FOREIGN RESIDENT WITHHOLDING TAX

- 40.1 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.
- 40.2 If clause 40.1 does not apply, then:
- (a) the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 40.2(b)(i), within 5 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 40.2(b)(i) to the Seller,no later than 5 days before the Date for Completion;
 - (c) the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and

- (d) the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 40.2(c) in payment of the Withholding Amount following Completion.

40.3 If clause 40.2 applies and the parties do not comply with clause 40.2(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 40.3.

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

40.5 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 VERGE BOND

41.1 On Completion the Buyer must pay to the Seller the Verge Bond as security for the Buyer's obligations under this clause 41.

41.2 The Buyer acknowledges that on Completion the Verge and the Verge Assets are in good condition and repair.

41.3 During construction on the Land, the Buyer must protect the Verge Assets and remediate and make good any damage to the Verge Assets to the satisfaction of the Seller. Making good includes (but is not limited to) repairing Verge Assets and re-grassing or re-planting the Verge to the satisfaction of the Seller.

41.4 The Verge Bond will be repaid by the Seller to the Buyer if:

- (a) the Buyer receives a Certificate of Occupancy within 30 calendar months of Completion;
- (b) the Buyer claims the Verge Bond within 180 days of receiving the Certificate of Occupancy, using the form approved by the Seller; and
- (c) following the issue of the Certificate of Occupancy, evidence is provided (to the satisfaction of the Seller) that the Verge and Verge Assets are in good repair and condition and the Verge is clean and free from building materials, refuse and rubbish. Satisfactory evidence includes, but is not limited to, photographs of the Verge and the Verge Assets.

41.5 If the Buyer does not satisfy the conditions for repayment of the Verge Bond within the timeframes in clause 41.4, the Verge Bond is not repayable to the Buyer and the Verge Bond is forfeited to the Seller without further notice to the Buyer.

41.6 If the Buyer sells the Land or otherwise transfers the Crown Lease prior to satisfying the conditions of clause 41.4, the Buyer may request the Seller to agree to hold the Verge Bond for the benefit of the transferee on the same terms as this clause 41, and the Buyer will no longer be entitled to be repaid the Verge Bond.

42 ENERGY REBATE

42.1 If the Buyer:

- (a) constructs a dwelling on the Land that satisfies all of the mandatory requirements contained in the Whitlam Housing Development Guide within 30 calendar months of Completion;
- (b) constructs a dwelling on the Land that satisfies all of the Eligibility Requirements within 30 calendar months of Completion; and
- (c) within 180 days of receiving the Certificate of Occupancy and Certificate of Compliance:
 - (i) lodges the completed Rebate Application; and
 - (ii) provides evidence, to the satisfaction of the Seller, that all of the Eligibility Requirements have been met,

the Seller, subject to clause 42.3, will pay the Energy Rebate to the Buyer.

42.2 If the Buyer does not satisfy the conditions of clause 42.1, the Energy Rebate will not be paid to the Buyer.

42.3 If the Buyer sells the Land or otherwise transfers the Crown Lease prior to satisfying the conditions of clause 42.1, the Transferee will not be eligible for the Energy Rebate unless:

- (a) the Land is the subject of a building contract between the Buyer and the Transferee; and
- (b) the Seller is provided with:
 - (i) a completed Right to Transfer Rebate Form; and
 - (ii) evidence that the Transferee is the Crown lessee of the Land and has entered into a building contract with the Buyer for the construction of a dwelling on the Land,

and the Buyer acknowledges that any subsequent transferee will not be eligible for the Energy Rebate.

42.4 In this clause 42, "Eligibility Requirements" means installation and commissioning of all of the following in the dwelling on the Land:

- (a) a roof with a solar absorptance value of less than 0.5 (absorptance values as per the National Construction Code 2019 (NCC));
- (b) a solar photovoltaic (PV) system with a grid-connected inverter that:
 - (i) is purchased from a New Energy Tech Approved Sellers (NETCC) Approved Solar Retailer;
 - (ii) is installed on the roof of the dwelling located on the Land;
 - (iii) has a minimum total rated power output of 5 kilowatts (kW); and
 - (iv) is installed, commissioned, tested and certified by an ACT licensed tradesperson who is Clean Energy Council (CEC) accredited installer;
- (c) an electric heat pump or electric boost solar hot water system with a minimum of 28 Small-Scale Technology Certificates (STCs);
- (d) an electric oven and an electric cooktop in the kitchen;
- (e) an electric heating and/or cooling system;
- (f) an energy monitoring and/or management system; and
- (g) an electric vehicle charge point in the garage or carport including:
 - (i) a dedicated 32 amp circuit with a 15 amp power point located on the wall of the car space or garage; and
 - (ii) with installation carried out by an ACT licensed electrician.

42.5 The Seller discloses and the Buyer acknowledges that, as the date of this Contract, the Seller does not intend to provide reticulated gas to the Land.

42.6 The Energy Rebate is not partially payable. Failure to meet all of the Eligibility Requirements means that no amount of the Energy Rebate will be paid.

43 NOT USED

44 DEFINITIONS

44.1 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;

ActewAGL means a joint venture company that owns, operates and maintains the electricity, gas, water and sewage services on behalf of Icon Water Limited (ACN 069 381 960) or its successors and permitted assigns;

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;

Balance of the Price means the Price less the Deposit;

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

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

Block Details Plan means the plan described as such in the Whitlam Housing Development Guide;

Block Fill Plans means the plans described as such in the Whitlam Housing Development Guide;

Certificate of Compliance has the meaning in the Planning Act;

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

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 that will be 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 24.5 and 24.6;

Deposit means the amount specified in the Schedule and which:

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

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

Deposited Plan means plan relating to the Land and registered under section 7 of the *Districts Act 2002* (ACT), attached at Annexure C in this Contract;

Development has the meaning in the Planning Act;

Energy Rebate means \$10,000 (GST inclusive);

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

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 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 granted in accordance with the Planning Act in a form similar to the Specimen Crown Lease as applicable to this Contract which may, where the Land is affected by an easement identified in the Whitlam Housing Development Guide, include an annexure or additional provisions detailing the terms of the easement;

Margin Scheme has the meaning in the GST Law;

Notice to Complete means a notice in accordance with clauses 24.1 and 24.2 requiring a Party to complete;

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

Operational Acceptance means that the Works are complete to the satisfaction of the Australian Capital Territory, EvoEnergy and the Seller;

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

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

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

Rebate Application Form means the application form available at <https://suburbanland.act.gov.au/whitlam/> version number 1 dated March 2020;

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

Right to Transfer Rebate Form means the form of that title in the Home Energy Rebate Program Eligibility Guidelines at <https://suburbanland.act.gov.au/whitlam/energy-rebate> pursuant to which a Buyer waives its right to receive the Energy Rebate and novates the rights and obligations of the Buyer under clauses 42.1 and 42.2 to the Transferee.

Schedule means the schedule to this Contract;

Site Classification Certificate means the Site Classification Certificate annexed to this Contract at Annexure D;

Specimen Crown Lease means the specimen crown lease at 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);

Suburban Land Agency Information Privacy Policy means the privacy policy provided by the Suburban Land Agency to the Buyer in accordance with the *Information Privacy Act 2014* (ACT) and which can be found at www.suburbanland.act.gov.au;

Suburban Land Agency Information Privacy Statement means the information privacy statement provided by the Suburban Land Agency to the Buyer in accordance with the *Information Privacy Act 2014* (ACT) and which can be found at www.suburbanland.act.gov.au;

Supply has the meaning in the GST Law;

TCCS means Transport Canberra and City Services or its successors;

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

Territory Planning Authority means the corporation of that name 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;

Verge Bond means \$1,000 (GST inclusive);

Whitlam Housing Development Guide means the Whitlam Housing Development Guide at Annexure A or as amended from time to time;

Withholding Amount means, subject to clause 40.4, 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

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

45 INTERPRETATION

45.1 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.

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

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

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

46. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING ACT

46.1. In this clause 46, the following definitions apply:

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

- (b) **CDD Information** has the meaning given in clause 46.2;
- (c) **PEP means a politically exposed person, including:**
 - (i) a domestic PEP, who is an individual that holds particular offices or positions,¹ and includes also certain offices of the Commonwealth in a foreign country, or to a public international organisation, to which appointments are made by the Governor-General;²
 - (ii) a foreign PEP, who is an individual who holds a prominent office or position or public function in or for the legislature, executive or judiciary of a foreign country;³ and
 - (iii) an international organisation PEP, who is an individual entrusted with a prominent public function, position or office of a public international organisation. This includes a head, deputy head or board member in a public international organisation. For example, a head, deputy head or board member of a United Nations body.

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

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

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

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

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

- (vi) is closely connected to a person listed above (unless the Seller has expressly agreed that the Buyer is not a Proscribed Person despite the Buyer's connection with a person listed above).

(e) **Seller's Estate Agent** means Civium (ACT) Pty Limited ABN 75 604 557 879.

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

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

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

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

46.3. The Buyer warrants that all information and documentation provided to the CDD Collector pursuant to this clause 46 is true, correct and complete in all material respects and is not misleading.

46.4. The Buyer acknowledges and agrees that:

- (a) the CDD Collector may disclose CDD Information to a government agency (including AUSTRAC) if required to comply with their obligations under any laws, including AML/CTF Laws;
- (b) the Seller may delay Completion if the Buyer fails to provide the information or documentation requested pursuant to clause 46.2 within 5 Working Days of the request, and any such delay will not constitute a breach by the Seller of this Contract;
- (c) the Seller may terminate this Contract, and the Deposit will be refunded to the Buyer if:
 - (i) the Buyer is a Proscribed Person;
 - (ii) any CDD Information provided to a CDD Collector is not adequate, is inconsistent, is not provided to the CDD Collector in a timely manner or if circumstances otherwise arise that prevent the Seller from meeting its obligations under AML/CTF Laws;
 - (iii) the Seller is not satisfied with the Buyer's compliance with all applicable laws, regulations or obligations, including AML/CTF Laws, sanctions laws, arms proliferation laws and laws relating to fraud or other criminal activity; and
 - (iv) the Buyer causes the Seller or the Seller's Estate Agents to breach any applicable laws, regulations or obligations, or exposes it to a level of risk relating

to money laundering, terrorism financing or arms proliferation that is inconsistent with its policies and procedures for the management of such risks; and

- (d) except in relation to any breach of a statutory duty on the part of the Seller, the Seller's Solicitor and the Seller's Estate Agent, the Buyer must not make any claim against the Seller, the Seller's Solicitor and the Seller's Estate Agent by reason of any matter arising out of or in connection with this clause 46.

46.5. The Buyer indemnifies and will keep indemnified the Seller against all losses, costs, expenses, damages, claims, demands, actions and liabilities suffered or incurred by the Seller arising from or in connection with any breach by the Buyer of this clause 46 or any failure by the Buyer to provide accurate, complete or timely information or documentation as required under this clause 46, provided that this indemnity does not extend to any loss, cost, expense, damage, claim, demand, action or liability to the extent that it is caused by or contributed to by any act or omission of the Seller or its agents, and provided further that the Seller must take all reasonable steps to mitigate any loss, cost, expense, damage, claim, demand, action or liability for which it seeks to be indemnified under this clause.

46.6. This clause 46 will not merge on Completion but will continue in full force and effect.

ANNEXURE A – WHITLAM HOUSING DEVELOPMENT GUIDE

ANNEXURE B – SPECIMEN CROWN LEASE

ANNEXURE C – DEPOSITED PLAN

ANNEXURE D – SITE CLASSIFICATION CERTIFICATE

ANNEXURE E – CLEARANCE CERTIFICATE

Attachment C – Option Deed



OPTION FOR GRANT OF CROWN LEASE

Date

Parties

SUBURBAN LAND AGENCY
ABN 27 105 505 367

AND

XXXXXXXXXXXXXXXXXX
ACN XXX XXX XXX

Prepared by

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Level 1, 10 Moore Street
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Ph: (02) 6198 3100
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Version

Final

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PARTIES: **SUBURBAN LAND AGENCY ABN 27 105 505 367**, a Territory authority established by section 37 of the *City Renewal Authority and Suburban Land Agency Act 2017* (**Grantor**) and

XXXXXXXXXXXXXXXXXX of [INSERT ADDRESS] in the Australian Capital Territory (**Grantee**).

BACKGROUND

- A. The Grantee wishes to purchase an option to enter into a contract for the purchase of the Crown Lease in respect of the Premises.
 - B. The Grantor has agreed to grant to the Grantee an option to acquire the first grant of the Crown Lease on the terms of the Contract.
-

IT IS AGREED by the parties as follows.

1 Interpretation

1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires.

Assignee means any Related Body Corporate to which the Grantee proposes to assign the Call Option to under **clause 10** of this Deed.

Authorised Officer means:

- (1) in the case of the Grantor, the Chief Executive Officer, any person properly delegated by the Chief Executive Officer to carry out the function in questions or an officer whose title contains the word “manager” or a person performing the functions of any of them; and
- (2) in the case of the Grantee, a director or secretary or any other person appointed by the Grantee to act as an Authorised Officer for the purpose of this deed.

Business Day means a day on which banks are open for general banking business in the Australian Capital Territory (not being a Saturday, Sunday or public holiday).

Call Option means the option granted under **clause 2.1** (“Grant of

	Call Option”).
Call Option Expiry Date	means the date so described in Item 5 .
Call Option Fee	means the amount so described in Item 4 .
Contract for Sale or Contract	means a document in the form of Annexure “B” .
Controller	has the meaning it has in the Corporations Act.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Costs	includes costs, charges and expenses, including those incurred in connection with advisers.
Crown Lease	means the Crown Lease to be granted under the Planning Act for the Premises in accordance with the Contract.
Grantee	means the entity set out in Item 2 .
Grantee’s Solicitor	means the firm of solicitors so described in Item 7 or, if the Grantor notifies the Grantee that another firm is its solicitor, then that firm.
Grantor	means the entity set out in Item 1 .
Grantor’s Solicitor	means the firm of solicitors so described in Item 6 or, if the Grantor notifies the Grantee that another firm is its solicitor, then that firm.
GST	has the meaning it has in the GST Act.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
GST exclusive market value	has the meaning it has in the GST Act.
Insolvency	A person is Insolvent if: (1) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or (2) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property; or (3) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a

	reconstruction or amalgamation while solvent on terms approved by the Financier); or
(4)	an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
(5)	it is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand; or
(6)	it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the Grantor reasonably deduces it is so subject); or
(7)	it is otherwise unable to pay its debts when they fall due; or
(8)	something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.
Item	means an item in the Schedule.
Permitted Assignee	means an Assignee who is a Registered Community Housing Provider.
Planning Act	means the <i>Planning Act 2023</i> (ACT).
Premises	means the packaged lot consisting of the blocks of land described in Item 3 of the Schedule which is the subject of the Contract.
Registered Community Housing Provider	has the same meaning as set out in the <i>Planning (General) Regulation 2023</i> (ACT).
Related Body Corporate	has the meaning it has in the Corporations Act.
Schedule	means the schedule attached to this deed.
Tax Invoice	has the meaning it has in the GST Act.
Territory Planning Authority	means the territory planning authority established in accordance with the Planning Act or (if applicable in

relation to the Development Application) the relevant Minister.

1.2 Reference to certain general terms

Unless the contrary intention appears, in this deed:

- (1) a reference to a document (including this deed) includes any variation or replacement of it;
- (2) a reference to a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this deed;
- (3) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (4) the word “law” includes common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (5) the singular includes the plural and vice versa;
- (6) the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any authority;
- (7) a reference to a body or authority includes a reference, if that body or authority ceases to exist, to the body or authority which has substantially the same functions and objects as the first body or authority;
- (8) a reference to a particular person includes the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (9) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (10) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (11) a reference to a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (12) a reference to Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (13) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (14) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

- (15) a reference to accounting standards is a reference to the accounting standards as defined in the Corporations Act, and a reference to an accounting term is a reference to that term as it is used in those accounting standards, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- (16) the words “including”, “for example” or “such as” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (17) if an act under this deed to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the next day;
- (18) a reference to time is a reference to the time in the State or Territory in which the Land is situated; and
- (19) a reference to anything (including any amount) is a reference to the whole and each part of it.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.

2 Consideration and Grants of Option

2.1 Grant of Call Option

In consideration of the payment of the Call Option Fee by the Grantee to the Grantor, the Grantor grants to the Grantee an option for the Grantee for the grant of the Crown Lease for the price and on the terms set out in the Contract.

3 Duration of Option

3.1 Call Option

The Call Option ends at 4.00 pm on the Call Option Expiry Date.

4 Exercise of Call Option

4.1 What the Grantee must do

If the Grantee wants to exercise the Call Option, the Grantee must deliver to the Grantor’s Solicitor before the Call Option ends:

- (1) a notice of exercise of Call Option in the form of Annexure “A” signed by the Grantee; and
- (2) the Contract in duplicate completed with particulars of the Grantee as purchaser and signed by the Grantee as purchaser, signed by the Grantee as the Developer which is annexed to the Contract; and
- (3) an unendorsed bank cheque drawn in favour of the Grantor under the Contract for the amount shown as the deposit in the Contract; and

- (4) if applicable, a copy of the power of attorney under which the notice of exercise of Call Option or the Contract or both are signed.

4.2 Signing notice of exercise of Call Option and Contract

The Grantee must sign the notice of exercise of Call Option and the Contract either:

- (1) personally, if an individual, or as prescribed under section 127 of the Corporations Act if a company; or
- (2) by an attorney under a power of attorney.

4.3 Delivery – exercise of Call Option

The items in clause 4.1 (“What the Grantee must do”) must all be delivered at the same time by leaving them at the Grantor’s Solicitor’s address specified in the Schedule.

4.4 Strict compliance required - Call Option

If the Grantee purports to exercise the Call Option other than by complying with this clause 4, then the purported exercise is invalid.

5. Binding Agreements

5.1 Contract binding – exercise of Call Option

If the Grantee exercises the Call Option in accordance with clause 4 (“Exercise of Call Option”), then:

- (1) the Contract binds the Grantor and the Grantee from the time that the items in clause 4.1 are delivered to the Grantor’s Solicitor; and
- (2) within ten Business Days after the items in clause 4.1 are delivered to the Grantor’s Solicitor, the Grantor must deliver to the Grantee the Contract, completed with particulars of the Grantee, signed by the Grantor and dated the date the Grantor signed the Contract.

6. Call Option Fee

If the Call Option is exercised in accordance with clause 4 (“Exercise of Call Option”), then the Call Option Fee is part of the deposit under the Contract. If the Call Option is not exercised, then the Call Option Fee becomes the property of the Grantor absolutely.

7. Caveat

7.1 No caveat

The Grantee may not lodge a caveat against the title to:

- (1) the Premises; or
- (2) if the Premises is not a separate parcel of land, the land of which the Premises forms part.

7.2 Grantor is Grantee’s attorney

The Grantee for valuable consideration irrevocably appoints the Grantor and each Authorised Officer of the Grantor individually as the Grantee’s attorney to sign and lodge a withdrawal of any caveat showing the Grantee as caveator against the title to the Premises, or if the Premises is not a separate parcel of land against the title to the land of which the Premises forms part, if the Grantee does not comply with clause 7.1 (“No caveat”).

7.3 Ratification

The Grantee agrees to ratify anything an attorney does under clause 7.2 (“Grantor is Grantee’s attorney”).

7.4 Indemnity for lodgement of caveats

The Grantee indemnifies the Grantor against any liability or loss arising from, and any Costs incurred in connection with, any caveat lodged against the title to the Premises for or by the Grantee.

8. GST

8.1 Unless otherwise stated all amounts payable by one party to the other party under this Deed are exclusive of GST.

8.2 A recipient of a taxable supply made under this Deed must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST law to the recipient.

8.3 A party’s obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

8.4 Each party must issue an adjustment note to the other party as soon as it

becomes aware of an adjustment event relating to a taxable supply by it under this Deed.

- 8.5** Despite anything to the contrary, the GST treatment for the supply of the Crown lease is dealt with under clause 30 of the Contract for Sale.

9. Duties

The Grantee agrees to pay or reimburse the Grantor on demand for all duties (including fines and penalties), fees, taxes and charges which are payable in connection with this Deed and the Contract or a payment, receipt or other transaction contemplated by either of them

10. Assignment

10.1 No assignment without consent

- (1) The Grantee must not assign or purport to assign the right to the Call Option without the consent of the Grantor.
- (2) Where the Grantee requests the Grantor's consent to assignment of the Call Option under subclause (1) it must:
 - (a) make the request in writing;
 - (b) make the request no less than 10 Business Days prior to the Call Option Expiry;
 - (c) provide details of the proposed Assignee including name, address, ACN (if applicable) and evidence of the ownership and management of the proposed Assignee; and
 - (d) provide evidence the proposed Assignee is a Permitted Assignee.

10.2 Grantor's obligation

- (1) Where the Grantee requests the Grantor's consent under this clause 10 ("Assignment") the Grantor may, subject to paragraph (2):
 - (a) give its consent, or not give its consent, in its absolute discretion; and / or
 - (b) give its consent subject to conditions,unless this Deed expressly contemplates otherwise.
- (2) Where the Grantee requests the Grantor consent to the assignment of the Call Option, the Grantor must consent to that assignment, if and only if:
 - (a) the request is consistent with clause 10.1(2) ("No assignment without consent");
 - (b) the proposed Assignee is an entity that is wholly owned and controlled by the Grantee; and

- (c) at the time the Grantee requests the Grantor's consent to the assignment, the proposed Assignee is a Permitted Assignee.

10.3 Effects of consent to assignment

- (1) Where the Grantor consents to a request for assignment of the Call Option, the Grantee is required to procure the Assignee to enter into a deed with it and the Grantor in order to give effect to the assignment of the Call Option from the Grantee to the Assignee. Such deed shall provide that:
 - (a) the Assignee covenants that, on and from the date of the transfer of the Grantee's interests in the Call Option the Assignee is bound by, and will comply with, the terms and conditions of this Deed as if it had been the Grantee;
 - (b) the Grantor shall be immediately and forever discharged and relieved from any obligations to the Grantee in respect of the Call Option;
 - (c) the Grantee waives any right to the Call Option or any other rights under this Deed; and
 - (d) the Grantee releases and indemnifies the Grantor against any claims, rights or actions in respect of the conduct of the Grantee or the Assignee in respect of the rights and obligations under this Deed.

11. Notices and other communications

10.1 Form

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be in writing, signed by the sender (if an individual) or an Authorised Officer of the sender and marked for the attention of the person identified in the Schedule or, if the recipient has notified otherwise, then marked for attention in the way last notified.

10.2 Delivery

Communications must be:

- (1) left at the address set out or referred to in the Schedule; or
- (2) sent by prepaid ordinary post to the address set out or referred to in the Schedule; or
- (3) given in any other way permitted by law.

12. General

11.1 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the approval or consent.

11.2 Variation and waiver

A provision of this deed, or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

11.3 No merger

The warranties, undertakings and indemnities in this deed do not merge on the Put Option Expiry Date.

11.4 Indemnities

The indemnities in this deed are continuing obligations, independent from the other obligations of the parties under this deed and continue after this deed ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this deed.

11.5 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on this deed or any part of it.

11.6 Confidentiality

Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of this deed) except:

- (1) to any person in connection with an exercise of rights or a dealing with rights or obligations under this deed;
- (2) to officers, employees, legal and other advisers and auditors of any party;
or
- (3) to any party to this deed or any Related Body Corporate of any party to this deed, provided the recipient agrees to act consistently with this clause; or
- (4) with the consent of the party who provided the information (such consent not to be unreasonably withheld); or
- (5) as required by any law or stock exchange.

Each party consents to disclosures made in accordance with this clause.

11.7 Governing law

This deed is governed by the law in force in the Australian Capital Territory and the parties submit to the non-exclusive jurisdiction of the courts of that place.

11.8 Serving documents

Without preventing any other method of service, any document in a court action may be served on a party by being delivered to or left at that party's address for service of notices under clause 10 ("Notices and other communications").

SCHEDULE 1

CONTRACT DETAILS

Item 1. Grantor	Suburban Land Agency, a Territory authority established by section 37 of the <i>City Renewal Authority and Suburban Land Agency Act 2017</i> (ACT) ABN 27 105 505 367 of 480 Northbourne Avenue Dickson ACT 2602.
Item 2. Grantee	XXXXXXXXXXXXXXXXXX ACN XXX XXX XXX of [INSERT ADDRESS]
Item 3. Premises	Block ** Section ** Whitlam
Item 4. Call Option Fee	\$1.00 (plus GST)
Item 5. Call Option Expiry Date	8 April 2027.
Item 6. Grantor's Solicitor	Griffin Legal Contact Officer: Level 1, 10 Moore Street Canberra ACT 2601 (02) 6198 3100
Item 7. Grantee's Solicitor	XXXXXXXXXXXXXXXXXX Contact Officer: [INSERT DETAILS]

Annexure A – Notice of Exercise of Call Option

To: Suburban Land Agency (“Grantor”)

XXXXXXXXXX exercises the call option granted for grant of Crown Lease between the Grantor and the Grantee in the deed dated [**Insert date of Deed**].

Dated:

Annexure B – Contract for Sale

DATE OF THIS DEED

SIGNED AS A DEED

SIGNED for and on behalf of the)
SUBURBAN LAND AGENCY)
in the presence of:) Signature of Territory delegate

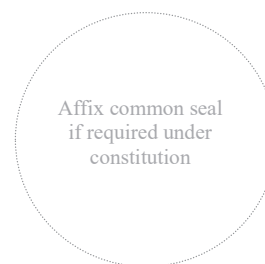
.....
Signature of witness

.....
Print name

.....
Print name

SIGNED by or for and on behalf of)
XXXXXXXXXXXXXXXXXXXX)
(ACN XXX XXX XXX)) Signature of director/ authorised
in the presence of: officer/ individual

.....
Print name



Note:

Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the constitution.

Attachment D

REQUEST FOR EXPRESSIONS OF INTEREST

1. (INSERTION OF PART D – AML/CTF OBLIGATIONS AND REQUIREMENTS)

A new "Part D – AML/CTF Obligations and Requirements" is inserted following Part C of the REOI as follows:

PART D – AML/CTF OBLIGATIONS AND REQUIREMENTS

15 DEFINITIONS

15.1 The following definitions apply in this Part D and to other Parts of this REOI as applicable:

AML/CTF Laws	<i>means:</i> (a) <i>the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and such regulations and rules as may be enacted for the purposes of that Act from time to time;</i> (b) <i>the Anti-Money Laundering and Counter-Terrorism Financing Rules 2025 (Cth); and such regulations and other rules as may be enacted for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) from time to time.</i>
AUSTRAC	<i>means the Australian Transaction Reports and Analysis Centre.</i>
CDD Information	<i>has the meaning given in clause 16.3;</i>
PEP	<i>means a politically exposed person, including:</i> (a) <i>a domestic PEP, who is an individual that holds particular offices or positions,¹ and includes also certain offices of the Commonwealth in a foreign country, or to a public international organisation, to which appointments are made by the Governor-General;²</i> (b) <i>a foreign PEP, who is an individual who holds</i>

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

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

a prominent office or position or public function in or for the legislature, executive or judiciary of a foreign country;³ and

- (c) an international organisation PEP, who is an individual entrusted with a prominent public function, position or office of a public international organisation. This includes a head, deputy head or board member in a public international organisation. For example, a head, deputy head or board member of a United Nations body.*

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

- (d) joint beneficial ownership of a body corporate or legal arrangement with an individual listed in the above positions;*
- (e) sole beneficial ownership of a body corporate or legal arrangement on behalf or for the benefit of an individual listed in the above positions*
- (f) any other close business relations with an individual listed in the above positions.*

Proscribed Person *means any person or entity who is:*

- (a) proscribed under the Charter of the United Nations Act 1945 (Cth) or the Autonomous Sanctions Act 2011 (Cth);*
- (b) is in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;*
- (c) appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction;*
- (d) declared or otherwise designated under any law relating to organised crime or gang activity;*
- (e) acts on behalf, or for the benefit of, a person or entity listed above; or*

closely connected to a person listed above (unless SLA have expressly agreed that you are not a Proscribed Person despite your connection with a person listed above).

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

Related Bodies Corporate has the meaning given in section 50 of the Corporations Act

SLA's Solicitor means Griffin Legal of Level 1, 10 Moore Street, Canberra City in the Australian Capital Territory.

16 AML/CTF LAWS AND CUSTOMER DUE DILIGENCE

- 16.1 The Respondent acknowledges and agrees that the Suburban Land Agency, and any Sales Agent appointed by the Suburban Land Agency under clause 18, are required to comply with the AML/CTF Laws.
- 16.2 If a Sales Agent is appointed under clause 18, the Suburban Land Agency may be appointed as agent of the Sales Agent for the purpose of conducting customer due diligence in accordance with AML/CTF Laws.
- 16.3 Upon being notified that it is the Preferred Respondent, and at such other times requested by the Suburban Land Agency, the Preferred Respondent must promptly provide to (as the case may be):
- (a) the Suburban Land Agency;
 - (b) the SLA's Solicitor; or
 - (c) any appointed Sales Agent or any agent of the Sales Agent appointed,
(**CDD Collector**) all information and documentation reasonably required by the CDD Collector to enable the Suburban Land Agency and any Sales Agent to comply with any applicable obligations under the AML/CTF Laws and the Suburban Land Agency's related compliance procedures (**CDD Information**), including but not limited to:
 - (i) information to establish and verify the identity of the Preferred Respondent and, where applicable, any beneficial owners, controllers, directors, shareholders or other relevant persons associated with the Preferred Respondent;
 - (ii) information about whether the Preferred Respondent or any person the Suburban Land Agency considers is associated with the Preferred Respondent, is a Proscribed Person or a PEP;
 - (iii) evidence of the source of wealth of the Preferred Respondent and the source of funds used to purchase the Property; and
 - (iv) any other information or documentation reasonably requested by the CDD Collector for the purposes of customer identification, verification or ongoing customer due diligence.
- 16.4 An indicative list of the information that may be required from the Preferred Respondent under clause 16.3 is provided in Attachment F.
- 16.5 The Preferred Respondent warrants that all information and documentation provided to a CDD Collector pursuant to this clause 16 is true, correct and complete in all material respects and is not misleading.
- 16.6 The Preferred Respondent acknowledges and agrees that:
- (a) a CDD Collector may disclose CDD Information to a government agency (including AUSTRAC) if required to comply with their obligations under any laws, including the AML/CTF Laws;
 - (b) the Suburban Land Agency may determine that it will not consider the Response any further if the Preferred Respondent fails to provide the information or documentation requested pursuant to this clause 16 within 5 Business Days of a request from a CDD Collector; and
 - (c) the Suburban Land Agency may set aside or exclude the Response if:

- (A) *the Preferred Respondent or anyone the Suburban Land Agency considers associated with the Preferred Respondent is a Proscribed Person;*
- (B) *any CDD Information provided to a CDD Collector is not adequate, is inconsistent, is not provided to them in a timely manner or if circumstances otherwise arise that prevent the Suburban Land Agency or the Sales Agent from meeting their obligations under AML/CTF Laws;*
- (C) *the Suburban Land Agency is not satisfied with the Preferred Respondent's compliance with all applicable laws, regulations or obligations, including the AML/CTF Laws, sanctions laws, arms proliferation laws and laws relating to fraud or other criminal activity; and*
- (D) *the Preferred Respondent causes a CDD Collector to breach any applicable laws, regulations or obligations, or exposes them to a level of risk relating to money laundering, terrorism financing or arms proliferation that is inconsistent with their policies and procedures for the management of such risks.*

16.7 *To the maximum extent permitted by law, the Suburban Land Agency, and any Sales Agent appointed under clause 18 of this Part, will not be liable to the Respondent in any circumstances whatsoever for any cost, expense, loss, claim, or damage arising out of, or in connection with, any matter or thing arising out of or in connection with this clause 16.*

17 RESERVATION OF RIGHTS – AML/CTF LAWS COMPLIANCE AND CDD INFORMATION

17.1 *Without limiting any other part of this REOI, the Suburban Land Agency may, in its absolute discretion:*

- (a) *perform financial, criminal records, reference, character checks, and checks for the purposes of complying with AML/CTF Laws, in relation to any Respondent, its partners, associates, or Related Bodies Corporate, subcontractors, officers, and staff (the Respondent may be requested to provide reasonable assistance in this regard);*
- (b) *make any enquiries of any person, company, organisation, or matter related to any Respondent including (but not limited to) confirmation of any information provided by the Respondent in a Response including in respect of the CDD Information;*
- (c) *seek advice of external consultants to assist in the assessment or review of compliance with the AML/CTF Laws; and*
- (d) *at its absolute discretion, elect not to consider a Response submitted by a Respondent that does not provide any CDD Information requested by or under this REOI.*

18 APPOINTMENT OF A SALES AGENT

18.1 *Potential Respondents are advised that the Suburban Land Agency may elect to appoint a sales agent for the purposes of brokering the sale of the Crown Lease (**Sales Agent**).*

18.2 *If a Sales Agent is appointed by the Suburban Land Agency:*

- (a) *Respondents may be notified of the identity of the Sales Agent; and*
- (b) *the Sales Agent will be the only authorised contact person for all matters relating to this REOI from the date of the notice. Any unauthorised contact with any other Suburban Land Agency employees, contractors, agents, or consultants from Respondents in*

connection with this REOI may result in exclusion of the Respondent or a Response from the REOI.

19 NEGOTIATION AND EXCHANGE OF FIRST GRANT CONTRACT

19.1 *If a Sales Agent is appointed by the Suburban Land Agency it will be appointed to broker the sale of the Crown Lease including but not limited to:*

- (a) conducting negotiations with one or more Respondents;*
- (b) managing AML/CTF Laws compliance matters;*
- (c) managing entry into the First Grant Contract; and/or*
- (d) conduct a 'best and final offer process' (**BAFO Process**), in which case the Sales Agent may:*
 - (i) advise all or some of the Respondents of the terms and conditions of a 'best and final offer' process;*
 - (ii) request that the Respondent provide their 'best and final offer';*
 - (iii) evaluate whether a 'best and final offer' represents an acceptable commercial offer for the Land, taking into account the Reserve Price, the Respondent's price, terms of payment, and risk; and*
 - (iv) invite a Respondent to enter into negotiations to reach agreement and enter into the First Grant Contract on the basis of its 'best and final offer'.*

2. NEW ATTACHMENT F – INDICATIVE CDD INFORMATION

A new Attachment F is inserted after Attachment E as follows:

ATTACHMENT F – INDICATIVE CDD INFORMATION

This Attachment F contains an indicative list of CDD Information that a Preferred Respondent may be required to provide to a CDD Collector pursuant to clause 16 of Part D of this REOI.

PART 1 - INFORMATION TO BE PROVIDED BY ALL RESPONDENTS

Politically Exposed Persons (PEP)	
<i>Is any individual (including any beneficial owner) connected with the response to this Returnable Schedule 2, or the Respondent, a Politically Exposed Person for the purposes of the AML/CTF Laws?</i>	[Insert details]

PART 2 - INFORMATION TO BE PROVIDED DEPENDING ON ENTITY TYPE

Respondent is a body corporate, partnership, unincorporated association	
1.	<i>Full name</i>
2.	<i>Any business name (where different to the full name)</i>
3.	<i>Any other names the Respondent is commonly known by</i>
4.	<i>A unique identifier (if any has been given, such as an ABN)</i>
5.	<i>Address of the principal place of business or operations</i>
6.	<i>Address of any registered office</i>
7.	<i>Evidence of the existence of the body corporate, partnership, unincorporated association</i>
8.	<i>Information about the powers that bind and govern the body corporate, partnership, unincorporated association</i>
9.	<i>The full name, and if applicable director identification number, of the individual, or each member of the group of individuals, with primary responsibility for the governance and executive decisions of the Respondent (eg for a company, the names of the directors; for a partnership, the names of the partners).</i>
10.	<i>Information about:</i> <i>general commercial activity or sector you operate in (e.g. real estate developer, law firm, food services, real estate agency etc)</i> <i>kinds of products and services offered by the business</i> <i>if not engaged in commercial activity, the purpose of the corporate body, partnership, unincorporated association (e.g. being set up for managing personal assets, or a social or charitable purpose such as a tennis club or wildlife rescue association)</i>
11	<i>Identity of any beneficial owner of the body corporate, partnership, unincorporated association, meaning an individual who: (a) ultimately owns (either directly or indirectly) 25% or more of the body corporate, partnership, unincorporated</i>

association; or (b) controls (directly or indirectly) the body corporate, partnership, unincorporated association. See information required for Individuals in the table below **

Respondent is a trust (i.e. trust or equivalent foreign legal arrangement	
1.	Full name
2.	Kind of trust or equivalent (such as discretionary trust, fixed trust or unit trust)
3.	Any business names
4.	Any other names commonly known by
5.	A unique identifier (if any)
6.	Address of the principal place of business or operations
7.	Evidence of the trust's existence (e.g provision of the trust deed and any variation deeds or equivalent instrument, a will, or letter of administration)
8.	Information about powers that bind and govern the trust (refers to the trust deed or other legal authority that defines the governance and running of the trust; examples of defined roles include trustees, appointors, settlors, protectors, guardians, office holders and beneficiaries.
9.	The full name of the individual(s) with primary responsibility for governance and executive decisions
10.	Information about: - the general commercial activity or sector the trust operates in (e.g. real estate development wealth management, legal services, remitting money, superannuation administration or self-managed super fund) - if not engaged in commercial activity, the purpose of the trust – including being set up for managing personal assets, or a social or charitable purpose such as a tennis club or wildlife rescue association. - the reasons the trust is seeking to purchase the land - the identity of each beneficiary of the trust or equivalent; or - if the nature of the trust or equivalent means it is not possible to identify each beneficiary, a description of each class of beneficiary.
12.	Information about the identity of the trustees of the trust – See information required for Individuals in the table below **
13.	Identity of any beneficial owner of the trust, meaning an individual who: (a) ultimately owns (either directly or indirectly) 25% or more of the trust; or (b) controls (directly or indirectly) the trust. See information required for Individual Respondents in the table below **
** Where information is required about an individual (beneficial owner or trustee)	
1.	Full name
2.	Other name(s) (if any) that the individual is commonly known by
3.	Date of birth
4.	Residential address

5.	<i>A unique identifier (if any, e.g. passport, driver's licence or foreign national identity number)</i>
6.	<i>Occupation</i>

SPECIMEN FIRST GRANT CONTRACT

1. **(INSERTION OF AML CLAUSE)** A new clause 46 is inserted as follows:

46. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING ACT

46.1. *In this clause 46, the following definitions apply:*

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

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

(b) **CDD Information** has the meaning given in this clause 48.2;

(c) **PEP** means a politically exposed person, including:

- (i) *a domestic PEP, who is an individual that holds particular offices or positions,⁴ and includes also certain offices of the Commonwealth in a foreign country, or to a public international organisation, to which appointments are made by the Governor-General;⁵*
- (ii) *a foreign PEP, who is an individual who holds a prominent office or position or public function in or for the legislature, executive or judiciary of a foreign country;⁶ and*
- (iii) *an international organisation PEP, who is an individual entrusted with a prominent public function, position or office of a public international organisation. This includes a head, deputy head or board member in a public international organisation. For example, a head, deputy head or board member of a United Nations body.*

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

- (iv) *joint beneficial ownership of a body corporate or legal arrangement with an individual listed in the above positions; or*

⁴ Specifically: member of the legislature of the Commonwealth or a state or territory; member of the governing body of a political party represented in the legislature of the Commonwealth or a state or territory; Governor-General; Governor of a state; Administrator of a territory; Justice of the High Court; Judge of the Federal Court of Australia; Judge of the Supreme Court of a state or territory; accountable authority, or member of the accountable authority, of a Commonwealth entity within the meaning of the Public Governance, Performance and Accountability Act 2013 (PGPA Act); member of the governing body of a wholly-owned Commonwealth company within the meaning of the PGPA Act; Head (however described) of a department of state or territory, or an agency or authority of a state or territory that has a prominent public function; Head (however described) of a local government council in a state or territory; the chair of the board, chief executive officer or chief financial officer of a company or other incorporated body that's wholly-owned or majority-owned by a state or territory; Chief of the Defence Force, Vice Chief of the Defence Force, Chief of Navy, Chief of Army or Chief of Air Force; officer of the Navy of the rank of Vice Admiral or a higher rank; officer of the Army of the rank of Lieutenant General or a higher rank; officer of the Air Force of the rank of Air Marshal or a higher rank.

⁵ Specifically: Ambassador; High Commissioner; Consul-General; Australian representative; Special representative; Representative; Permanent representative; Chargé d'affaires.

⁶ Specifically: head of state or head of government; member of the executive council of government; member of a legislature; minister, deputy minister or equivalent office or position; judge of a supreme court, constitutional court or other court of general jurisdiction or last resort; ambassador, high commissioner or charge d'affaires; high ranking military officer; head or board member of a government body; head or board member of a state-owned company or a state-owned bank; member of a governing body of a political party represented in a legislature.

- (v) *sole beneficial ownership of a body corporate or legal arrangement on behalf or for the benefit of an individual listed in the above positions; or*
 - (vi) *any other close business relations with an individual listed in the above positions.*
 - (d) **Proscribed Person** means any person or entity who:
 - (i) *is proscribed under the Charter of the United Nations Act 1945 (Cth) or the Autonomous Sanctions Act 2011 (Cth);*
 - (ii) *is in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;*
 - (iii) *appears in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction;*
 - (iv) *is declared or otherwise designated under any law relating to organised crime or gang activity;*
 - (v) *acts on behalf, or for the benefit of, a person or entity listed above; or*
 - (vi) *is closely connected to a person listed above (unless the Seller has expressly agreed that the Buyer is not a Proscribed Person despite the Buyer's connection with a person listed above).*
 - (e) **Seller's Estate Agent** means Civium (ACT) Pty Limited ABN 75 604 557 879.
- 46.2. *As at the Date of this Contract, before the Date of this Contract, and at such other times reasonably requested by (as the case may be):*
- (a) *the Seller;*
 - (b) *the Seller's Solicitor;*
 - (c) *the Seller's Estate Agent (if appointed) or any agent of the Seller's Estate Agent appointed for the purposes of compliance with the AML/CTF Laws,*
- (CDD Collector)**, *the Buyer must, promptly provide to the CDD Collector all information and documentation reasonably required by the CDD Collector to enable the Seller and the Seller's Estate Agent (if appointed) to comply with any applicable obligations under the AML/CTF Laws and the Seller's related compliance procedures (CDD Information), including but not limited to:*
- (d) *information to establish and verify the identity of the Buyer and, where applicable, any beneficial owners, controllers, directors, shareholders or other relevant persons associated with the Buyer;*
 - (e) *information about whether the Buyer or any person the CDD Collector considers is associated with the Buyer, is a Proscribed Person or a PEP;*
 - (f) *evidence of the source of wealth of the Buyer, and the source of funds to be used to complete the purchase of the Property; and*
 - (g) *any other information or documentation reasonably requested by the CDD Collector for the purposes of customer identification, verification or ongoing customer due diligence.*
- 46.3. The Buyer warrants that all information and documentation provided to the CDD Collector pursuant to this clause 46 is true, correct and complete in all material respects and is not misleading.
- 46.4. The Buyer acknowledges and agrees that:
- (a) *the CDD Collector may disclose CDD Information to a government agency (including AUSTRAC) if required to comply with their obligations under any laws, including AML/CTF Laws;*
 - (b) *the Seller may delay Completion if the Buyer fails to provide the information or*

documentation requested pursuant to clause 46.2 within 5 Working Days of the request, and any such delay will not constitute a breach by the Seller of this Contract;

- (c) the Seller may terminate this Contract, and the Deposit will be refunded to the Buyer if:*
 - (i) the Buyer is a Proscribed Person;*
 - (ii) any CDD Information provided to a CDD Collector is not adequate, is inconsistent, is not provided to the CDD Collector in a timely manner or if circumstances otherwise arise that prevent the Seller from meeting its obligations under AML/CTF Laws;*
 - (iii) the Seller is not satisfied with the Buyer's compliance with all applicable laws, regulations or obligations, including AML/CTF Laws, sanctions laws, arms proliferation laws and laws relating to fraud or other criminal activity; and*
 - (iv) the Buyer causes the Seller or the Seller's Estate Agents to breach any applicable laws, regulations or obligations, or exposes it to a level of risk relating to money laundering, terrorism financing or arms proliferation that is inconsistent with its policies and procedures for the management of such risks; and*
 - (d) except in relation to any breach of a statutory duty on the part of the Seller, the Seller's Solicitor and the Seller's Estate Agent, the Buyer must not make any claim against the Seller, the Seller's Solicitor and the Seller's Estate Agent by reason of any matter arising out of or in connection with this clause 46.*
- 46.5. The Buyer indemnifies and will keep indemnified the Seller against all losses, costs, expenses, damages, claims, demands, actions and liabilities suffered or incurred by the Seller arising from or in connection with any breach by the Buyer of this clause 46 or any failure by the Buyer to provide accurate, complete or timely information or documentation as required under this clause 48, provided that this indemnity does not extend to any loss, cost, expense, damage, claim, demand, action or liability to the extent that it is caused by or contributed to by any act or omission of the Seller or its agents, and provided further that the Seller must take all reasonable steps to mitigate any loss, cost, expense, damage, claim, demand, action or liability for which it seeks to be indemnified under this clause.*
- 46.6. This clause 46 will not merge on Completion but will continue in full force and effect.*