

The Law Society of the Australian Capital Territory: Contract for Sale Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District Denman Prospect
	and known as					
Seller	Full name	CAPITAL ESTATE DEVELOPMENTS PTY LIMITED				
	ACN/ABN	137 573 623				
	Address	Level 4 Plaza Offices - West, Terminal Avenue, CANBERRA AIRPORT ACT 2609				
Seller Solicitor	Firm	Clayton Utz				
	Ref	Carol Axiotis				
	Phone	02 6279 4036	Fax	02 6279 4099		
	DX/Address	GPO Box 9806, CANBERRA ACT 2601				
Stakeholder	Name	Clayton Utz Trust Account				
Seller Agent	Firm					
	Ref					
	Phone		Fax			
	DX/Address					
Restriction on Transfer	Mark as applicable	<input type="checkbox"/> Nil	<input type="checkbox"/> section 251	<input type="checkbox"/> section 265	<input checked="" type="checkbox"/> section 298	
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease		<input type="checkbox"/> Land Rent Lease		
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession		<input type="checkbox"/> Subject to tenancy		
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description					
Date for Registration of Units Plan	Not applicable					
Date for Completion	Within 28 days of the date of this Contract					
Residential Withholding Tax	New residential premises?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes	
	Potential residential land?	<input type="checkbox"/> No			<input checked="" type="checkbox"/> Yes	
	Buyer required to make a withholding payment?	<input type="checkbox"/> No			<input checked="" type="checkbox"/> Yes (Insert details on p-3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?	<input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes	

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.

Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm					
	Ref					
	Phone		Fax			
	DX/Address					
Price	Price	(GST inclusive unless otherwise specified)				
	Less deposit (10% of Price)				<input type="checkbox"/> Deposit by Instalments (clause 52 applies)	
	Balance					
Date of This Contract						

Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:
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Read This Before Signing
Before signing this contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

Seller signature CAPITAL ESTATE DEVELOPMENTS PTY LIMITED by its attorney pursuant to Power of Attorney ACT Registration No.	Buyer signature
Seller Witness name and signature	Buyer Witness name and signature

Seller Disclosure Documents

The following marked documents are attached and form part of this Contract. The Buyer acknowledges that by execution of this Contract the Buyer certifies in writing that the Buyer received the marked documents prior to entering into this Contract.

- Crown lease of the Land (including variations)
- Current edition of the certificate of title for the crown lease
- Deposited Plan for the Land
- Energy Efficiency Rating Statement
- Encumbrances shown on the certificate of title (excluding any mortgage or other encumbrance to be discharged)
- If there is an encumbrance not shown on the certificate of title — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- Lease Conveyancing Inquiry Documents for the Property
- Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an "off-the-plan purchase")
- Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale, and if the Seller has obtained 2 or more reports in that period, each report.
- Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale and, if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.

If the Property is off-the-plan:

- proposed plan
- inclusions list

If the Property is a Unit where the Units Plan has registered:

- Units Plan concerning the Property
- current editions of the certificate of title for the Common Property
- (if the unit is a Class A Unit) minutes of meetings of the Owners Corporation and executive committee for the 2 years before the Property was advertised or offered for sale
- Section 119 Certificate
- registered variations to the articles of the Owners Corporation

Tenancy Summary

Premises		Expiry date	
Tenant name		Rent	
Commencement date		Rent review date	
Term		Rent review mechanism	

Managing Agent Details for Owners Corporation or Community Title Scheme (if no managing agent, secretary)

Name		Phone	
Address			

If the Property is a Unit where the Units Plan has not registered:

- proposed Units Plans or sketch plan
- inclusions list
- the Default Rules
- details of any contract the Developer intends the Owners Corporation to enter, including:
 - the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
 - any personal or business relationship between the Developer and another party to the contract
- the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered
- if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement

If the Property is a Lot that is part of a Community Title Scheme:

- Section 67 Statement, as first or top sheet
- Community Title Master Plan
- Community Title Management Statement

If the Property is a Lot that will form part of a Community Title Scheme:

- proposed Community Title Master Plan or sketch plan
- proposed Community Title Management Statement

GST

- Not applicable
- Input taxed supply of residential premises
- Taxable supply (including new residential premises)
- GST-free supply of going concern
- Margin scheme applies

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:		\$	
	RW Percentage:			%
	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?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	
	If 'Yes', the GST inclusive market value of the non-monetary consideration:		\$	
	Other details (including those required by regulation or the ATO forms):			

Cooling Off Period

(for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5pm on the 5th Business Day after the day this Contract is made except if any circumstance in paragraph 2 applies.
- 2 There is no cooling off period if:
 - the Buyer is a corporation; or
 - the Property is sold by tender; or
 - the Property is sold by auction; or
 - before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Sale of Residential Property Act signed by the Buyer Solicitor; or
 - this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.
- 3 A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.

Warnings

- 1 The Lease may be affected by the *Residential Tenancies Act 1997 (ACT)* or the *Leases (Commercial & Retail) Act 2001 (ACT)*.
- 2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.
- 4 The Buyer will usually have to pay stamp duty on the purchase of the Land. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.
- 5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- 6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- 7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

Developer in respect of a Unit has the meaning in the Unit Titles Act; in respect of a Lot has the meaning in the Community Title Act;

Developer Control Period has the meaning in the Unit Titles Management Act;

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Encumbrance has the meaning in the Sale of Residential Property Act but excludes a mortgage;

Energy Efficiency Rating Statement has the meaning in the Sale of Residential Property Act;

General Fund Contribution has the meaning in section 78(1) of the Unit Titles Management Act;

GST has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Rate means the prevailing rate of GST specified as a percentage;

Improvements means the buildings, structures and fixtures erected on and forming part of the Land;

Income includes the rents and profits derived from the Property;

Land Act means the *Land (Planning & Environment) Act 1991* (ACT);

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

Land Rent Act means the *Land Rent Act 2008* (ACT);

Land Rent Lease means a Lease that is subject to the Land Rent Act;

Lease means the lease of the Land having the meaning in the Planning Act;

Lease Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Legislation Act means the *Legislation Act 2001*;

Liability of the Owners Corporation means any actual or contingent liability of the Owners Corporation attributable to the Unit on a Unit Entitlement basis (other than normal operating expenses) or expenditure to be made by the Owners Corporation to fulfil its obligations under the Unit Titles Management Act;

Lot has the meaning in the Community Title Act;

Non-Land Rent Lease means a Lease that is not subject to the Land Rent Act;

Notice to Complete means a notice in accordance with clause 18.1 and clause 18.2 requiring a party to complete;

Owners Corporation means the Owners Corporation for the Unit constituted or to be constituted under the Unit Titles Management Act following registration of the Units Plan;

Pest Inspection Report has the meaning in the Sale of Residential Property Act;

Pest Treatment Certificate has the meaning in the Sale of Residential Property Act;

Planning Act means the *Planning and Development Act 2007* (ACT);

Planning and Land Authority has the meaning in the Legislation Act;

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

Property means the unexpired term of the Lease, the Improvements and the Goods, or (if the Land is a Unit) the unexpired term of the Unit Lease, the Improvements and the Goods;

Required Documents has the meaning in the Sale of Residential Property Act and includes a Section 119 Certificate but excludes a copy of this Contract;

Rescission Notice has the meaning in the Sale of Residential Property Act;

Residential Tenancies Act means the *Residential Tenancies Act 1997* (ACT);

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

Section 119 Certificate means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;

Section 56 Certificate means a certificate for a Lot issued under section 56 of the Community Title Act;

Section 67 Statement means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;

Service includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;

Staged Development has the meaning given by section 17(4) of the Unit Titles Act;

Tenancy Agreement includes a lease for any term and whether for residential purposes or otherwise;

unconditional consent referred to in section 298 of the Planning Act. A Restriction on Transfer referring to “section 298” refers to this restriction.

4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in section 251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in section 251 and section 252 of the Planning Act. A Restriction on Transfer referring to “section 251” refers to this restriction.

4.3A If the Lease is subject to a Restriction on Transfer under section 265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in sections 265 and 266 of the Planning Act. A Restriction on Transfer referring to “section 265” refers to this restriction.

4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

4.5 If the consent referred to in clauses 4.2, 4.3 or 4.3A is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.

5.2 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease in the form prescribed by the *Land Titles Act 1925* executed by the Seller, with the seller verification details having been completed, along with a copy of the seller verification declaration confirmation email (or emails, if applicable) issued to the Seller by the ACT Government, to be held by the Buyer on trust for the Seller until Completion only for the purpose of:

- 5.2.1 signing the transfer;
- 5.2.2 completing the Buyer details and Co-ownership details in the transfer in accordance with this Contract; and
- 5.2.3 stamping the transfer by the Buyer (if applicable),

and the Buyer must immediately return the transfer and the copy of the seller verification declaration confirmation email (or emails, if applicable) if the Seller demands it.

5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:

- 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
- 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.

6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:

- 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
 - 6.2.2 the Buyer is not entitled to vacant possession,
- then the Buyer may either:
- 6.2.3 rescind; or
 - 6.2.4 complete and sue the Seller for damages.

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

6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:

- 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
- 6.4.2 a wall being or not being a party wall or the Property being affected by an easement for support or not having the benefit of an easement for support;
- 6.4.3 any change in the Property due to fair wear and tear before Completion;
- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
- 6.4.6 the ownership or location of any dividing fence;

- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
 - (i) the Prescribed Terms; and
 - (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

- (a) any written Tenancy Agreement to which this Contract is subject;
- (b) a notice of attornment;
- (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
- (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.

9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

10. Inspection and condition of Property

- 10.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.
- 10.2 The Seller must leave the Property clean and tidy on Completion.

11. Inspection of building file

- 11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:
 - 11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and
 - 11.1.2 any notices issued by any authority in relation to the Land and Improvements.

12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
 - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or

money to be spent on or in relation to the Property or the Lease;

- 12.1.2 obtain approval for any Development conducted on the Land;
- 12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;
- 12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
- 12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13. Compliance Certificate

13.1 The Seller must give to the Buyer on Completion a Compliance Certificate unless:

- 13.1.1 the Lease does not contain a Building and Development Provision; or
- 13.1.2 the Lease is sold subject to non compliance with the Building and Development Provision within the meaning of clause 4.2; or
- 13.1.3 a Compliance Certificate has issued before the Date of this Contract and is either noted on the certificate of title for the Lease or the Seller gives to the Buyer other evidence acceptable to the Registrar General that a Compliance Certificate has issued.

13.2 The Seller must give to the Buyer on Completion evidence of approval to conduct any Development on the Land unless:

- 13.2.1 approval for the Development has been granted by the relevant authority before the Date of this Contract; or
- 13.2.2 the Development is disclosed as a Breach of Covenant in this Contract.

14. Off the plan purchase

- 14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 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.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
- 18.3.1 not be in default; and
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 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.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
- 18.6.2 must require the party served with the Default Notice to rectify the default within 7** days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
- 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
- 19.1.1 sue the Buyer for breach; or
- 19.1.2 resell the Property 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 Property within 12 months of termination.
- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20. Termination — Seller default

- 20.1 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:
- 20.1.1 terminate and seek damages; or
- 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.
- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
- 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

* Alter as necessary

** Alter as necessary

24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

25.1 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.

26. Notices claims and authorities

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

26.2 To serve a notice a party must:

26.2.1 leave it at; or

26.2.2 send it by a method of post requiring acknowledgment 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

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

26.2.4 by delivering it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

26.2.5 send it by facsimile to a party's solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent).

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

27. Unit title

27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.

28. Definitions and interpretation

28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice

to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970 (ACT)*.

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

31.1 Any adjustment under clause 8 must include an adjustment of the contributions to the Owners Corporation under section 78 and section 89.

32. Inspection of Unit

32.1 For the purposes of clause 10.1 Property includes the Common Property.

33. Seller warranties

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

33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:

(a) defects arising through fair wear and tear; and

(b) defects disclosed in this Contract;

33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;

33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;

In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.
- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of this Contract:
- 37.9.1 the Default Rules;
- 37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including:
- (a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
 - (b) any personal or business relationship between the Developer and another party to the contract;
- 37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;
- 37.9.4 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals; and
- 37.9.5 if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement.
- 37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.
- 37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:
- 37.11.1 the information disclosed within the items referred to in clauses 37.9.1 to 37.9.5 inclusive is incomplete or inaccurate; and
- 37.11.2 the Buyer is significantly prejudiced because the disclosure is incomplete or inaccurate.
- 38. Cancellation of Contract**
- 38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1, were this Contract completed at the time it is cancelled.
- 38.2 A notice under clause 38.1 must be given:
- 38.2.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
 - 38.2.2 in any other case — not later than 14 days after the later of the following happens:
 - (a) the Date of this Contract;
 - (b) another period agreed between the Buyer and Seller ends.
- 38.3 If the Buyer cancels this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.
- 39. Claims for compensation**
- 39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1 were this Contract to be completed.
- 39.2 The Buyer may, by written notice given to the Seller:
- 39.2.1 tell the Seller:
 - (a) about the breach; and
 - (b) that the Buyer will complete this Contract; and
 - 39.2.2 claim compensation for the breach.
- 39.3 A notice under clause 39.2 must be given:
- 39.3.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
 - 39.3.2 in any other case — not later than 14 days after the later of the following happens:
 - (a) the Buyer's copy of the Contract is received by the Buyer;
 - (b) another period agreed between the Buyer and Seller ends.

- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
 - 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48. Required first or top sheet

- 48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.
- 48.2 The Section 67 Statement must:
- 48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;
 - 48.2.2 state the name and address of:
 - (a) the body corporate of the scheme; or
 - (b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates — the manager;
 - 48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;
 - 48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;
 - 48.2.5 be signed by the Seller or a person authorised by the Seller; and
 - 48.2.6 be substantially complete.
- 48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.
- 48.4 The Buyer may rescind this Contract if:
- 48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and
 - 48.4.2 Completion has not taken place.

49. Notice to Community Title Body Corporate

- 49.1 The parties must comply with the rules and by-laws of the Community Title Body Corporate in relation to notification of the sale and purchase of the Lot.

50. Section 56 Certificate

- 50.1 The Seller must give to the Buyer a Section 56 Certificate at least 7 days before Completion.
- 50.2 On Completion, the Buyer must pay to the Seller the fee charged for the Section 56 Certificate.

51. Foreign Resident Withholding Tax

Warning: The questions in the Schedule regarding the Relevant Price and the Clearance Certificates are not binding, and are included to remind the parties of their obligations under the Withholding Law.

Warning: The following clauses 51.1 to 51.8 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 51.1 In this clause 51 the following words have the following meanings:
- CGT Asset** has the meaning in the *Income Tax Assessment Act 1997*;
- Clearance Certificate** means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;
- Relevant Percentage** means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;
- Relevant Price** means the higher of:
- the Price (including GST); and
 - the market value of the CGT Assets sold under this Contract;
- as at the Date of this Contract;
- Variation Certificate** means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;
- Withholding Amount** means, subject to clauses 51.6 and 51.7, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and
- Withholding Law** means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.
- 51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding

- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

Warning: The following clauses 53.1 to 53.9 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 53.1 In this clause 53 the following words have the following meanings:
- RW Amount** means the amount which the Buyer must pay under section 14-250 of the Withholding Law;
- RW Amount Information** means the completed RW Amount details referred to on page 3 of this Contract; and
- RW Percentage** means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.
- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 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 no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 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.
- 53.8 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 RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
- 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

Annexure A - Additional Clauses

54. Amendments to printed form of contract relating to RW payments

- 54.1 On the Schedule, delete "Buyer required to make a withholding payment?" and replace with "RW Amount required to be paid?".
- 54.2 Clause 53 is amended as follows:
- (a) Clause 53.1 in the definition of 'RW Amount' delete " the Buyer must pay" and replace with "must be paid";
 - (b) Clause 53.2 delete "no later than 7 days after the Date of this Contract" and replace with "not later than 28 days before the Date for Completion";
 - (c) Clause 53.3 delete "Buyer required to make a withholding payment?" and replace with "RW Amount required to be paid?";
 - (d) Clause 53.4 delete "Buyer required to make a withholding payment?" and replace with "RW Amount required to be paid?";
 - (e) Clause 53.6 delete clause and replace with:

"53.6 Subject to clause 53.11, 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 (or the relevant recipient of the supply within the meaning of the GST Act) by the ATO no later than 7 days prior to the Date for Completion."
 - (f) Clause 53.8 delete " retain" and replace with "give to the Seller";
 - (g) Clause 53.9 delete "Buyer" and replace with "Seller";
 - (h) Clause 53.9.2 delete "Seller" and replace with "Buyer" and insert the words and numeral "by the date that is 5 Business Days after Completion" at the end of the sentence;
 - (i) Clause 53.10 insert new clause:

"53.10 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."
 - (j) Clause 53.11 insert new clause:

"53.11 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 2 Business 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."

(k) Clause 53.12 insert new clause:

"53.12 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 53.9.1 to the ATO."

55. Potential Residential Land

55.1 If the 'Potential residential land?' 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:

- (a) 14 days before the Date for Completion; or
- (b) 28 days after the Date of This Contract

and if such a statement is provided the parties agree that notwithstanding any other provision of this contract, no RW Amount is required to be paid by the Buyer (or the relevant recipient of for GST purposes).

55.2 Where the Buyer has provided the statement referred to in clause 55.1, 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).

56. Requisitions on Title Excluded

56.1 The Buyer may not raise any objection or requisition, claim compensation, delay completion of or rescind or terminate this Contract in respect of:

- (a) the existence of regrading, fill or other disability of or upon the Land, whether caused by the Commonwealth of Australia, the Territory, the Seller, previous occupants of the Land or otherwise; or
- (b) any provision of the Lease.

56.2 The Buyer understands and accepts that the existence of regrading, fill 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 or other disability.

56.3 The Buyer acknowledges that nothing in this Contract or the fact of Completion implies or means that any required approvals, consents or licences regarding planning, design, siting and any other matters relating to the Buyer's development of the Land will be granted by the regulatory authorities or other Territory agencies with or without conditions.

57. Seller's and Buyer's Warranties

57.1 The Seller warrants that at the date of this Contract the Seller has no notice of the inclusion or proposed inclusion of the Land on the Heritage Register.

57.2 The Buyer warrants that the Buyer has entered into this Contract relying entirely upon the Buyer's own inspection and evaluation of the Land and the warranties contained in this Contract and that this Contract constitutes the whole of the representations, warranties, undertakings and conditions of sale.

57.3 The Seller will not be liable for any warranties, representations statements or promises made to the Buyer by the Seller or the Seller's agent or anyone else on behalf of the Seller, other than those set out in this Contract.

58. **Adjustment of Rates, Rent and Land Tax**

58.1 Clause 8 of this Contract is deleted.

58.2 Subject to clause 58.3:

(a) the Seller is entitled to the rents and profits (**Income**) and is liable for all rates, land rent, land tax and other taxes and outgoings of a periodic nature (**Land Charges**) up to and including the date of Completion after which the Buyer will be entitled to the Income and liable for the Land Charges; and

(b) the parties will make any adjustment of the balance of the Price on Completion to accommodate the Income and Land Charges.

58.3 If the Land is liable to land tax, the Seller will pay it on or before Completion and no apportionment of land tax will be made if the Buyer warrants (in writing if the Seller requires it) that the Buyer is or will on Completion be entitled to an exemption from land tax.

58.4 Any concessional Land Charges will be adjusted pursuant to this clause on the concessional amount of those Land Charges.

58.5 If any Land Charges have not been assessed in respect of the Land at Completion, the parties agree that on Completion the adjustment for the Land Charges will be done in accordance with the formula provided in Part 3 Section 14 (2 & 3) of the *Rates Act 2004* (ACT) in relation to a parcel of rateable land leased for residential purposes (**Formula**) where AUV in the Formula is the Price, provided that if the Formula does not exist at Completion, the Buyer agrees to accept an undertaking from the Seller to contribute its proportion of general rates within 14 days of a separate assessment issuing.

59. **Errors and Misdescriptions**

59.1 Clauses 16 and 17 of this Contract are deleted.

59.2 No error of any kind or misdescription of the Land will void this Contract but the Buyer will be entitled to compensation on Completion (and the Price will be reduced accordingly) for the error or misdescription if the Buyer makes a written claim for compensation before Completion.

59.3 If the Buyer makes a claim for compensation that exceeds 5% of the Price, the Seller may, within 14 days of receiving the claim, rescind this Contract, and clause 21 will apply.

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

60. Damages for Delay in Completion

60.1 Clause 22 of this Contract is deleted.

60.2 If Completion does not occur on or before the Date for Completion due to the default of the Buyer, the Buyer must pay to the Seller as liquidated damages on Completion:

- (a) interest on the Price at the rate of 10% per annum calculated on a daily basis from the Date for Completion to Completion; and
- (b) the sum of \$550.00 (including GST) to be applied towards any additional legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.

60.3 The Buyer must pay the sum specified in clause 60.2(b) in addition to any other damages to which the Seller is entitled both at law and under this Contract.

60.4 The Buyer agrees that:

- (a) the amount of any damages payable pursuant to clauses 60.1 to the Seller is a genuine and honest pre-estimate of loss to the Seller for the delay in completion; and
- (b) the damages will be paid on Completion.

60.5 This clause is an essential condition of this Contract.

61. Service of Notices

61.1 Clause 26 of this Contract is deleted.

61.2 Notices required or authorised by this Contract must be in writing.

61.3 Any notice may be served by:

- (a) leaving it at; or
- (b) sending it by a method of post requiring acknowledgment 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) by email to an address of the person to be served as stated in the Schedule (as updated or notified by that person from time to time) and, unless a notification is received by the sending party that it is not delivered or 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 Business Day, on the next Business Day; or
- (d) serving it on that party's solicitor:
 - (i) in any of the above ways; or
 - (ii) by facsimile unless it is not received (a notice is taken to have been received at the time shown in the transmission report confirming that the whole facsimile was sent).

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

61.5 If a notice is served in accordance with clause 61.3(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 Business Day, on the next Business Day.

61.6 If a notice is served in accordance with clause 61.3(b), the notice is taken to have been received on the day 2 Business Days after it was posted.

62. **Planning Conditions**

62.1 The Buyer acknowledges that the Planning and Land Authority is responsible for all development consents and approvals 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 Planning and Land Authority granting or denying any consent or approval in relation to the Land.

63. **Submission of Transfer**

63.1 Clause 5.2 of this Contract is deleted.

63.2 The Seller will provide the Buyer with a Transfer on or by the date that is 5 Business Days after the Date of this Contract.

63.3 The Buyer must return the Transfer, executed by the Buyer, within 10 Business Days of the date the Transfer is received by them under clause 63.1.

63.4 The Seller must execute the Transfer and provide it to the Buyer at Completion.

64. **Restrictions on Transfer**

64.1 Clause 4 of this Contract is deleted.

64.2 The Lease is not subject to any restrictions on transfer or assignment except as disclosed in clause 64.3 and the Schedule.

64.3 The Building and Development Provision of the Lease has not been satisfied and Completion is conditional on the issue of a consent to the transfer of the Lease under Section 298 of the Planning Act (**Consent**).

64.4 Any fee payable in connection with the application for Consent must be paid by the Buyer.

65. **Restrictive Covenant**

65.1 The Buyer must, in the Transfer, covenant with the Seller in the form of the Restrictive Covenant.

65.2 The Buyer will in a good and workmanlike manner to the reasonable satisfaction of the Seller at its own expense construct on the Land a dwelling that complies with the Building and Siting Guidelines and in accordance with the Restrictive Covenant.

66. **Homes for Homes Initiative**

66.1 The Buyer acknowledges and agrees that:

(a) The Seller is participating in the Homes for Homes Initiative.

(b) The Seller has or will enter into the Donation Deed which binds the Seller, the Buyer and future owners of the Land until the Buyer or a future owner elects to exercise its right to withdraw the Land from the Homes for Homes Initiative.

- (c) By signing this Contract, the Buyer agrees (as Donor):
 - (i) to the terms set out in the Donation Deed in respect of the Land; and
 - (ii) consents to the Buyer's details being provided to Homes for Homes for its use in operating the Homes for Homes Initiative.
- (d) Pursuant to the Donation Deed:
 - (i) Homes for Homes is entitled to lodge the Permissive Caveat over the Land that permits subsequent dealings other than a transfer for which Homes for Homes consent is required;
 - (ii) Homes for Homes is required to give its consent to any dealings, and the Buyer may require a consent to be provided, at any time;
 - (iii) the Donor agrees to make a voluntary donation to Homes for Homes of 0.1% of the sale price when the Donor sells the Land; and
 - (iv) Homes for Homes consents to the Donor, or a successor in title, withdrawing the Land from the Homes for Homes Initiative at any time.

66.2 If the Buyer requires the Permissive Caveat be withdrawn, Homes for Homes will cooperate with the Buyer to facilitate the withdrawal.

67. **Privacy**

67.1 The Buyer consents to the collection, use and disclosure of the Personal Information of the Buyer by the Seller:

- (a) for entering into, administering and completing this contract and any development by the Seller referred to herein;
- (b) for planning and product development by the Seller;
- (c) to comply with the Seller's obligations or to enforce its rights under this Contract;
- (d) to owners of adjoining land to enable them to deal with the Buyer concerning any development of other work which they wish to undertake on their land (including disclosure of Personal Information to contractors to assist adjoining land owners to comply with their obligations and to enforce their rights in relation to fencing);
- (e) to surveyors, engineers and other parties who are engaged by the Seller to carry out works which may affect the Land;
- (f) to service providers engaged by the Seller, such as legal advisors, financial advisors, market research organisations, mail houses and delivery companies;
- (g) to any third party who has a right or entitlement to share in the monies paid or payable to the Seller under this Contract; and
- (h) in other circumstances where the Seller is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

68. **Driveway Crossovers**

68.1 The verge strip driveway crossovers associated with the Land have been approved by the relevant authority and constructed by the Seller.

69. **Deposit Bond**

69.1 If before the Date of this Contract the Seller notifies the Buyer that it will accept a Deposit Bond and approves the form and conditions of a proposed Deposit Bond, the Buyer may provide the Seller with the Deposit Bond in lieu of the Deposit.

69.2 The Seller is not obliged to accept a Deposit Bond from the Buyer.

69.3 The Deposit Bond must not have an expiry date that is any earlier than the date that is 3 months after the Sunset Date of this Contract.

69.4 The Deposit Bond must show the Seller as the beneficiary of the Deposit Bond.

69.5 The Buyer must pay the amount stipulated in the Deposit Bond to the Seller in cash or by unendorsed bank cheque on Completion of this Contract or at such other time as may be provided for the Deposit to be accounted for to the Seller.

69.6 If:

- (a) the Seller serves on the Buyer a notice in writing claiming the Buyer has forfeited the Deposit; or
- (b) in the Seller's opinion, the provider of the Deposit Bond or the relevant bank is unable to pay the amount referred to in the Deposit Bond,

then to the extent that the amount has not already been paid under the Deposit Bond, the Buyer must immediately pay the Deposit, (or so much of it as has not been paid), to the Stakeholder.

69.7 The Seller acknowledges that payment under the Deposit Bond will, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the Deposit under clause 2 of this Contract.

69.8 If the provider of the Deposit Bond or the relevant bank is placed under external administration of any nature before Completion, the Buyer must, within 24 hours, secure the Deposit referred to in Schedule Item 8(2) to the Seller by either:

- (a) providing a replacement Deposit Bond by another Deposit Bond provider reasonably acceptable to the Seller; or
- (b) paying the Deposit in accordance with clause 2 of the Contract,

and this clause 69 is for the benefit of the Seller and the performance of the obligations by the Buyer pursuant to this clause 69 is an essential condition of this Contract.

70. **Early Access to Land to Buyer for Investigations and Inspections**

70.1 The Seller may grant the Buyer access to the Land to enable the Buyer to undertake site investigations and inspections, provided that the written consent of the Seller is first obtained.

70.2 The Buyer must by notice in writing to the Seller, request the Seller's consent to the access, providing the Seller with reasons for, and the time that access is required so that the Seller can then consider whether its approval to the access will be given.

70.3 The Buyer indemnifies and must keep indemnified the Seller with respect to any claim, loss or damage incurred or suffered by the Seller as a result of the Buyer or any other person on behalf of the Buyer exercising its rights under this condition.

70.4 The Buyer may not assign its rights under this Contract.

71. **Public Domain**

71.1 The Buyer, during the course of the construction of the dwelling on the Land must:

- (a) ensure that the Public Domain adjoining the Land is protected during construction of the dwelling by way of appropriate, as determined by the Seller (acting reasonably), 1.8 metre high fencing;
- (b) ensure that a gravel layer of at least 100 mm is laid and maintained over the driveway crossover to protect it from damage; and
- (c) not cause or allow any damage or destruction to the Public Domain adjoining the Land.

71.2 If any damage or destruction is done to the Public Domain, the Buyer must promptly cause the damage to be rectified at the Buyer's cost.

72. **Building and Siting Guidelines**

72.1 The Buyer must comply with the Building and Siting Guidelines, in respect of any dwelling to be constructed on the Land, to the satisfaction of the Seller.

72.2 No building or Improvements are to be erected on the Land without the written endorsement of the Seller.

72.3 The Seller:

- (a) may in its discretion amend or vary the Building and Siting Guidelines; and
- (b) must provide to the Buyer copies of any varied or amended Building and Siting Guidelines.

72.4 Subject to clause 72.5, the Buyer may not make any objection, requisition or claim for compensation in respect of the Building and Siting Guidelines and/or any change or alteration to the Building and Siting Guidelines (whether resulting from the Planning and Land Authority's requirements or otherwise).

72.5 If a change is made to the the Building and Siting Guidelines which causes the Buyer a verifiable loss in excess of 5% of the Price, the Buyer may within 10 Business Days of being notified of the amended Building and Siting Guidelines rescind this Contract and clause 21 will apply.

72.6 The Seller will not unreasonably withhold its endorsement to the erection of any building or Improvements where they are in accordance with the Building and Siting Guidelines and the approval and consent of all relevant authorities.

72.7 The Buyer must obtain from the relevant authorities all approvals necessary to erect any buildings or Improvements on the Land and in accordance with the plans and specifications endorsed by the Seller.

73. **Mandatory solar requirements**

73.1 The Buyer agrees, in compliance with the Building and Siting Guidelines, to install a minimum 3 kW single solar array (with arrangements being 6 x 2 arrays, 4 x 3 arrays or 3 x 4 arrays) to service the dwelling that is to be constructed on the Land.

- 73.2 The Seller will provide the General Solar Installation to the Buyer for the Solar Amount.
- 73.3 The Solar Amount is payable by the Buyer to the Seller on Completion, additional to any other payments required on Completion.
- 73.4 The Buyer must:
- (a) provide such assistance, comply with all laws, processes and requirements; and
 - (b) execute such documents
- as the Seller and / or the provider of the General Solar Installation may reasonably require so as to ensure that:
- (c) the General Solar Installation is installed;
 - (d) the General Solar Installation is assigned to and will become the property of the Buyer following installation; and
 - (e) any small scale technology certificates in relation to the General Solar Installation are assigned to the provider of the General Solar Installation such that the provider of the General Solar Installation will be entitled to all applicable rebates and / or subsidies for a 15 year period.

74. Compliance Bond

- 74.1 The Buyer will provide to the Seller at Completion the Compliance Bond as security for the performance of the Buyer's obligations in respect of clauses 71, 72 and 73 of this Contract.
- 74.2 The Seller will hold the Compliance Bond in accordance with this clause 74 and may, in its discretion, deposit the Compliance Bond into an interest bearing account and any interest earned on the Compliance Bond will be the Seller's.
- 74.3 The purpose of the Compliance Bond is to ensure the Buyer's compliance with:
- (a) clause 72 (that the Buyer will erect on the Land a dwelling that complies with plans and specifications endorsed by the Seller);
 - (b) clause 73 (compliance with solar requirements);
 - (c) clause 71.1(a) (to ensure protection of the Public Domain); and
 - (d) clause 71.1(c) (no damage to Public Domain).
- 74.4 If at any time the Buyer is in default with respect to clauses 71, 72 or 73 then the Seller may without notice to the Buyer draw on the Compliance Bond and the amount drawn on will be applied against the damage suffered by the Seller by virtue of the breach.
- 74.5 Any Compliance Bond (or proportionate part of the Compliance Bond drawn on by the Seller) must be reinstated by the Buyer to the Seller within 5 Business Days of demand.
- 74.6 The Seller will return the Compliance Bond to the Buyer within 10 Business Days of the Buyer achieving Practical Completion (to the satisfaction of the Seller) as long as Practical Completion is achieved by the date that is no later than 18 months after Completion, after which time the Buyer agrees the Compliance Bond is forfeited to the Seller.

- 74.7 The Buyer must notify the Seller when it considers it has reached Practical Completion so that the Seller can inspect the Land and confirm that Practical Completion has been achieved to the satisfaction of the Seller.
- 74.8 The Buyer may pass on the cost of the Compliance Bond to the Buyer's builder by inserting in the form of building contract a requirement that the Compliance Bond be paid by the Buyer's builder.
- 74.9 The Buyer acknowledges that if the Buyer sells the Land, prior to the compliance requirements list in clause 74.3 being satisfied:
- (a) the Compliance Bond will be refunded to the Buyer once Practical Completion has been achieved; and
 - (b) the Buyer's transferee (including any subsequent transferee) will have no right under this Contract or the Building and Siting Requirements with respect to a refund of the Compliance Bond.
- 74.10 If the Buyer (including any transferee) commences construction of Improvements on the Land without first obtaining Seller endorsement of its plans and specifications in accordance with clause 72 then the Seller will be entitled immediately to pay the Compliance Bond to itself without accounting further to the Buyer.
- 74.11 The Buyer acknowledges that the sum of \$5,000 represents the agreed damages arising from the failure of the Buyer to comply with clause 71, clause 72 or clause 73.

75. **Landscaping Contribution**

75.1 If the Buyer:

- (a) complies with this Contract, including clauses 71, 72 and 73;
- (b) satisfies the criteria for the Compliance Bond to be returned to the Buyer under clause 74; and
- (c) effects Completion on or by the Date for Completion,

the Seller, subject to clauses 75.2, 75.3 and 75.4, will pay the Landscaping Contribution to the Buyer if the Buyer:

- (d) landscapes the front yard (being the area between the front of a dwelling and the front boundary of the Land), in accordance with a landscape plan endorsed by the Seller in accordance with clause 72; and
- (e) reinstates the verge including dryland grassing, streets trees, footpaths and driveways prior to applying for the Landscape Contribution; and

by the date that is the later of:

- (f) 6 calendar months after issue of the first certificate of occupancy for the Improvements on the Land; and
- (g) 18 months after Completion.

75.2 To be eligible for the Landscape Contribution, the Buyer must apply to the Seller for the Landscape Contribution by the date that is 9 months after the date a certificate of occupancy and a certificate of compliance have been issued with respect to the dwelling on the Land, as long as that date is not more than 18 months after Completion after which time the Buyer will no longer be eligible for the Landscape Contribution.

75.3 The Landscape Contribution will be paid to the Buyer within 20 Business Days of the Seller being provided with evidence, satisfactory to it, that the eligibility requirements for the Landscape Contribution have been met including the evidence being provided by the application dates specified in clause 75.2.

75.4 The Buyer acknowledges that, if the Buyer sells the Land, the Buyer's transferee (including any subsequent transferee) will not be eligible for the Landscape Contribution unless the Seller is provided with:

- (a) written confirmation that the Buyer has waived its right to apply for the Landscape Contribution; and
- (b) evidence that the Buyer's transferee is the Crown lessee of the Land and has satisfied the Landscape Contribution criteria set out in this clause 75 and the Building and Siting Guidelines.

76. **Use of Land**

76.1 The Buyer agrees that:

- (a) the use as set out in the Lease is "single dwelling only" which is further defined as meaning a building used as a self contained residence;
- (b) the Seller requires that the Buyer construct on the Land a dwelling for residential purposes so as to comply with the Lease use; and
- (c) the Buyer in no circumstances is permitted to construct or operate a display or demonstration home on the Land without the consent of the Seller.

77. **Director's Guarantee**

77.1 If the Buyer is a corporation, all officeholders of that corporation must guarantee that corporation's performance of its obligations under this Contract.

77.2 The guarantee is to be in the form attached as **Annexure B**.

78. **Merger**

78.1 The terms of this Contract will not merge on Completion.

79. **Bushfire Protection**

79.1 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.

80. **Cat Containment**

80.1 The Land is part of an area which has been 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.

81. **Geotechnical Information**

81.1 The Seller warrants that any fill placed on the Land will be compacted to "Level 1 Inspection and Testing" in accordance with Australian Standard AS3798-2007.

81.2 The Seller discloses that the Land is located in a former pine forest where significant amounts of organic material may be present.

82. **No Solid Fuel Heating**

82.1 The Buyer acknowledges that in accordance with the Lease, the Buyer must not install or use a solid fuel heating system on the Land without the prior written approval of the Authority.

83. **Terms of Payment**

83.1 Clauses 2 and 52 of this Contract are deleted.

83.2 The Buyer must pay the Deposit to the Seller on the Date of this Contract.

83.3 The Deposit may be paid by cheque but if it is not paid on time, or if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.

83.4 If the Deposit is not paid on time in accordance with clause 83.3 or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default and immediately and without the notice otherwise necessary under clause 18, clause 19 will apply

83.5 The Buyer acknowledges that the Seller has an unconditional right:

- (a) to have a sum equal to 10% of the Price paid as Deposit on the making of this Contract; and
- (b) to keep or recover that sum as set out in clause 19.1, if the Buyer defaults under this Contract.

83.6 Except if the Buyer provides a Deposit Bond in accordance with clause 69, and notwithstanding clause 83.2, the Seller agrees to accept payment of the Deposit in two instalments as follows:

- (a) 5% of the Price on the Date of this Contract (**First Instalment**); and
- (b) 5% of the Price on the Date for Completion (**Second Instalment**),

and in every respect time is of the essence of this clause 83.6.

83.7 The Stakeholder will hold the Deposit.

83.8 The Deposit becomes the Seller's property on Completion.

83.9 Completion must be effected on the Date for Completion or as otherwise determined by this Contract and if not so specified or determined, within a reasonable time.

83.10 The Buyer must pay to the Seller in Canberra on Completion the balance of the Price set out in the Schedule by unendorsed bank cheque.

83.11 The Buyer must give the Seller on Completion a written order signed by the Buyer or the Buyer's solicitor authorising the Stakeholder to account to the Seller for the Deposit.

83.12 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller's solicitor may direct in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

84. **Definitions and Interpretation**

84.1 In this Contract definitions appear in the Schedule and the Printed Terms and unless the contrary intention appears the following terms mean:

Additional Clauses means the clauses in this Contract that are additional to the Printed

Terms being clause 54 to clause 85.

Building and Siting Guidelines

means the building and siting guidelines applicable to the Land, a copy of which is attached as **Annexure C**.

Compliance Bond

means an amount of \$5,000.

Contract

means this contract for sale including the Printed Terms and these Additional Clauses and any annexure or schedule to it.

Deposit Bond

means either:

- (a) a Deposit Insurance Bond issued to the Seller at the request of the Buyer in form and substance satisfactory to the Seller; or
- (b) a bank guarantee issued by a bank operating in Australia in a form and substance satisfactory to the Seller.

Donation Deed

means the deed between the Seller as the Donor and Homes for Homes pursuant to which the Seller agrees to participate in the Homes for Homes Initiative.

General Solar Installation

includes:

- (a) a minimum 3 kW solar array consisting of the following (or equivalent):
 - (i) one (1) inverter with 10 year warranty;
 - (ii) eleven (11) 330W panels (10 year product warranty and 25 year efficiency guarantee);
 - (iii) ten (10) year workmanship warranty on installation;
 - (iv) extra cost of metering in lieu of standard metering; and
 - (v) Authority inspection fee (up to \$240.00 GST exempt);
- (b) panels mounted flat to the roof of a single level dwelling in a single array,

and does not include (and for which the Buyer will incur additional installation charges):

- (c) split array;
- (d) installation on a concrete, terracotta tile, flat or steep pitch roof or dwelling with raked ceilings; and
- (e) installation items that fall outside those specified in paragraphs (a) and (b).

Heritage Act

is the *Heritage Act 2004* (ACT).

Heritage Register

is the heritage places register referred to in the Heritage Act.

Homes for Homes

means Homes for Homes Limited ACN 143 151 544, a 'not for profit' company limited by guarantee.

Homes for Homes Initiative	means the Homes for Homes innovative solution that will generate a sustainable source of funds to build more social and affordable housing for homeless and disadvantaged Australians. Details can be found at www.homesforhomes.com .
Landscaping Contribution	means an amount of \$2,500.
Permissive Caveat	means the permissive caveat attached at Annexure E , registered on the certificate of title for the Land by Homes for Homes.
Personal Information	has the meaning given to it in the Privacy Act.
Practical Completion	means when: <ul style="list-style-type: none"> (a) the dwelling on the Land is completed to a stage where the dwelling is suitable for use, and lawfully able to be occupied as a residential dwelling; (b) a certificate of occupancy and a certificate of compliance have been issued with respect to the dwelling on the Land; and (c) the landscaping and any fencing has been completed to the satisfaction of the Seller.
Printed Terms	means the printed terms of the standard ACT Law Society Contract 2018 Edition.
Privacy Act	means the <i>Privacy Act 1988</i> (Cth) and any ancillary rules, regulations, guidelines, orders, directives, codes of conduct or practice or other instrument made or issued thereunder, including: <ul style="list-style-type: none"> (a) any consolidation, amendment re-enactment or replacement of any of them or the Privacy Act, and (b) the National Privacy Principles under the Privacy Act.
Public Domain	means all verges, landscaping (including street trees), gutters, kerbs, footpaths, cross-overs and any services to, from or over these areas.
Restrictive Covenant	means the form of covenant at Annexure D to this Contract.
Solar Amount	means the amount of \$3,500 plus GST for General Solar Installation by the Seller for the Buyer.
Territory	means: <ul style="list-style-type: none"> (a) when used in a geographical sense, the Australian Capital Territory; and (b) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self Government) Act 1998</i> (Cth).
Transfer	means a transfer of the Lease in the form prescribed by the <i>Land Titles Act 1925</i> (ACT).

84.2 In this Contract:

- (a) a reference to a clause or part of it or a Schedule Item is a reference to a clause or part of it or Schedule Item of this Contract; and

- (b) to the extent of any inconsistency between these Additional Clauses and the Printed Terms of the Contract, these Additional Clauses override the Printed Terms.

85. **Amendment to printed terms**

85.1 The Printed Terms are amended by deleting clause 6.1 and clauses 11 to 15 inclusive.

Annexure B

Director's Guarantee

I/we, (name of Director/s)

of (address).....

.....agree as follows:

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

Dated this _____ day of _____ 201 .

Signed by

in the presence of:

Signature of witness

Signature

Full name of witness

Capacity

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

Annexure C

Building and Siting Guidelines



Denman Prospect

Building and Siting Guidelines



Welcome to Denman Prospect

Welcome to Denman Prospect, a place where we work with home owners and builders to create Canberra's most remarkable suburb.

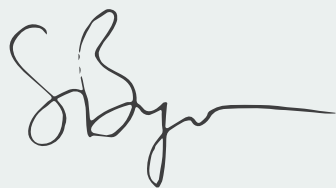
The aim of the Denman Prospect Building & Siting Guidelines is to assist in creating a coherent vision for our community.

The Guidelines have been designed to ensure all homes at Denman Prospect are built to a high standard and encourage a variety of built forms and examples of architecture.

The natural topography of Denman Prospect lends itself to interesting designs that respond well to the natural attributes of the site.

The requirements set out in these Guidelines will assist in providing you with peace of mind. We are committed to helping your investment grow into the future and protecting you from inappropriate development within the estate.

Denman Prospect offers access to everything Canberra, and the surrounding region, has to offer. We are proud to be delivering this remarkable suburb.

A handwritten signature in black ink, appearing to read 'S Byron', with a long horizontal flourish extending to the right.

Stephen Byron
Capital Airport Group

How to use the Guidelines

To ensure compliance with all the principles, objectives and requirements set out in the Denman Prospect Building & Siting Guidelines (the Guidelines), all building designs must be approved and endorsed by the Design Coordinator. This includes external colour and material selections as well as landscaping plans.

In consideration of these designs, the Design Coordinator may exercise their discretion to waive or vary a requirement where they deem it to be allowable or beneficial to the development.

Plans will be assessed against the Guidelines that are applicable at the time of plan submission. All decisions regarding the Guidelines are at the discretion of the Design Coordinator.

The Guidelines comprise of the following key sections:

Façade Design	8
Dwelling Siting & Design	10
Dwelling Services & Ancillary Items	13
Roofs & Solar Requirement	15
External Colours & Finishes	18
Landscaping	22
Sustainability	26

Under each section is a range of design elements that should be considered when designing your home, as well as *Objectives* and most importantly, developer *Requirements*.

Objectives indicate 'what is to be achieved', while **Requirements** provide specific direction that must comply to meet the objectives.

Process to Approval

The following steps illustrate the process for each purchaser in order to construct a dwelling in Denman Prospect:

Step 1 Review the Guidelines



Homes must be designed in accordance with the Guidelines. If you have any queries, preliminary advice may be sought from the Design Coordinator to ensure that concept designs will meet the requirements of the Guidelines.

Step 2 Submission



Designs are to be submitted for approval through the customer portal which can be accessed from the Denman Prospect website (www.denmanprospect.com.au). The online application includes a Design Approval Application Checklist.

Step 3 Approval



The Design Coordinator will promptly review and approve plans that comply with the Guidelines. Complete and compliant applications will be processed within 5-10 working days. Incomplete or non-compliant applications will need to be re-submitted as required.

Step 4 Re-Submission



Plans that do not include all required information or that do not comply with the Guidelines will be returned via email with feedback and the areas of non-compliance highlighted.

Once your plans have been stamped and approved any amendments made to your plans and specifications prior to or during the construction of your dwelling must be re-submitted to the Design Coordinator for endorsement.

Step 5 Building Certification and/or ACTPLA Approval



All plans must satisfy the Territory Plan and applicable code requirements for building and development in the ACT. Once your plans have been granted Developer Approval they will need to be submitted to the relevant authorities to be certified.

Step 6 Certificate of Occupancy



You cannot live on your Block until your dwelling is complete, a Certificate of Occupancy has been issued and all relevant approvals have been obtained.

Step 7 Practical Completion

Return of Compliance Bond & Landscaping Contribution



Once the Developer determines Practical Completion has been achieved, the online application for return of the Compliance Bond and payment of the Landscaping Contribution can be completed.

Practical Completion means:

- 1 The construction of the dwelling is complete and all aspects comply with the plans and specifications endorsed by the Developer.

- 2 Any damage to nature strips or public domain prior to or during construction has been rectified.

- 3 All landscaping, including reinstatement of the verge, has been completed.

- 4 All boundary fencing, return fencing, side gates and retaining walls have been constructed to the satisfaction of the Developer and as per the endorsed plans.



More information regarding the application process for the return of the Compliance Bond and payment of the Landscaping Contribution can be found on our website:
www.denmanprospect.com.au

It is important to engage with the Design Coordinator early to ensure your journey to endorsement as Compliant is streamlined. Your plans and specifications will be endorsed as Compliant once the Design Coordinator determines that the requirements of these Guidelines have been met to the Design Coordinator's satisfaction, taking into consideration design merit. The Design Coordinator holds the final say for approval.

Design Approach

The vision for Denman Prospect is one where building forms and architectural styles reflect traditional aesthetics; an illustration of the essential qualities that define Canberra's most prominent suburbs.

Each individual dwelling design should contribute to the surrounding environment and to the estate in a positive way.

Owners are encouraged to construct innovative and appropriate designs that present a cohesive residential image for the entire estate and boast the values and principles embraced in Canberra's older suburbs.

A major objective of the Guidelines is to ensure that the creation of the desired built form and landscape will stimulate a sense of resident interaction and of neighbourhood pride.

The architectural vision seeks to create a development of contemporary Australian architecture and integrate built forms seamlessly across the development.



Façade Design

This will be achieved through clean and simple building forms and well-articulated façade elements combined with appropriate use of a neutral colour scheme and natural materials palette. The result is that each home establishes a high-quality, individual statement within a holistically designed series of streetscapes and neighbourhoods.

However, this needs to be balanced to ensure that the development is not made up of homes with design characteristics that are too similar. Providing variety in the facades along a street provides diversity and visual interest and ensures individual homes are differentiated.

Important to Note

For corner Blocks, where the Design Coordinator considers that the dwelling design does not appropriately or adequately address the street corner and both street frontages, additional treatments may be required to obtain approval.

Objectives

To ensure all dwellings are well-articulated and proportioned in order to reduce the overall mass of the building.

To ensure all corner lots which have any façade facing a street, park or other open space are designed such that all primary facades present well and are articulated when viewed from public areas.

To ensure that dwellings on corner lots address and 'wrap' the street corner through building articulation and design.

To avoid repetition of façade types within the streetscape (excludes terrace and row housing typologies).

To ensure a balance within the streetscape of variation of façade types and a level of consistency of dwelling articulation, materials and form.

Requirements

- All dwelling entries are to have an articulated and covered area of minimum 1.5m deep.
- Entry doors are to be simple and have clean lines.
- A verandah or entry pergola is desired to front the street.
- At least one living space is desirable to front the street.
- Sliding windows and/or doors are not permitted on any front elevation.
- Glazed balustrades are not permitted to front the street.
- Repetitive housing types will not be permitted; 1 repeat in 5 dwellings at a maximum with a minimum of 50% change.
- All external columns are to be of a substantial size, be well proportioned and be at least 200mm x 200mm; blade walls are acceptable and preferred.
- The maximum total width of garage door openings is the lesser of:
 - 6 metres; or
 - 50% of the frontage of the dwelling
- Garage doors are to be plain panel lift doors; roller doors are not permitted.
- Single tandem garages are not permitted.
- Extensive blank walls visible from the street are not permitted.
- Large areas of brick render are not permitted without relief by either articulation or alternate materials.
- Up lighting is permitted only where it is directional in function, onto the façade surface, within the property.

Dwelling Siting & Design

Dwellings must be responsive to the natural topography of the Block. Not only does this respect the natural fall of the land but it also encourages the opportunity for views, natural ventilation and reduces retaining wall heights. It also ensures that natural waterflow and runoff across Blocks is maintained and does not undermine neighbouring Blocks.

Any setback requirements outlined by the developer are identified in the Block Details Plans which form part of the Contract for Sale of the land.

Energy efficiency should also be considered when siting your home. The location and orientation of your dwelling, as well as location and arrangement of internal living spaces can influence solar access opportunities and cross ventilation in your home.

Important to Note

Topography of the Block should be considered first and foremost, with dwelling designs being considered to suit the natural fall and slope of each individual Block to minimise the need for retaining walls.

Dwellings which have been designed without any consideration of the Blocks natural fall and slope will not obtain Developer Approval and will need to be further considered and resubmitted.

Objectives

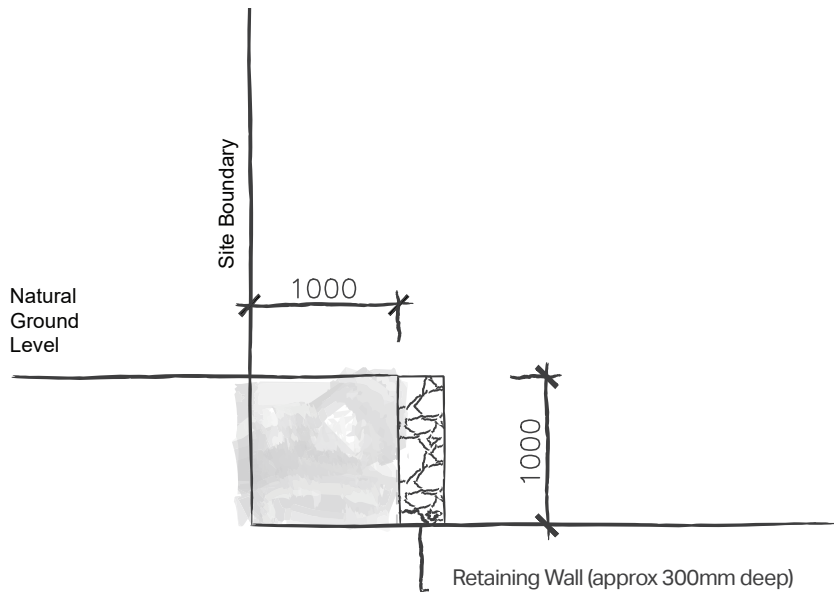
To create a home environment that promotes liveability, comfort and safety.

Primary living areas should have functional connection with the outdoor private open space areas such as courtyards and alfresco areas.

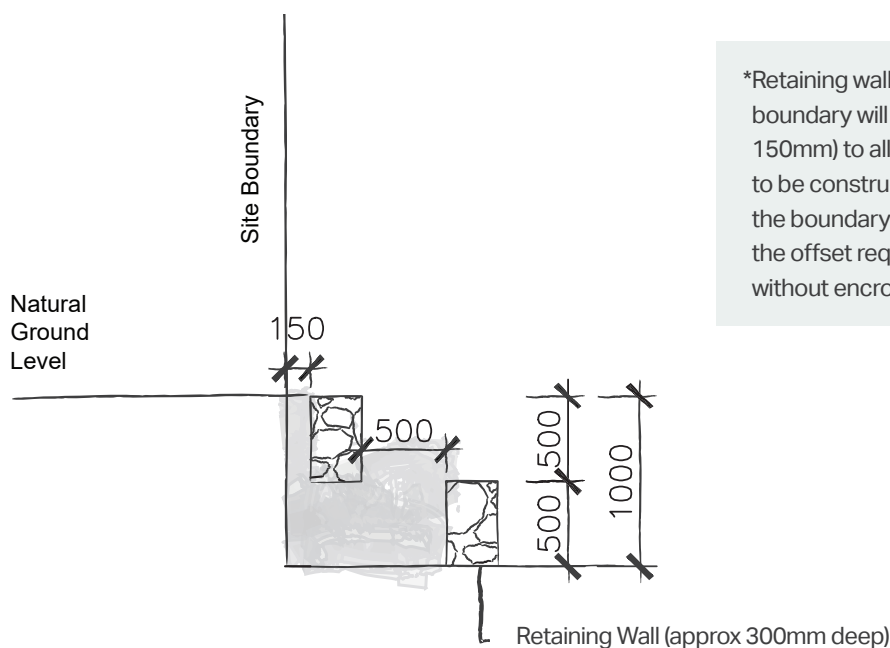
Inclusions for front balconies and entry porches create usable and interesting outdoor spaces that provide opportunities for residents to engage with passers-by.

Requirements

- Side setbacks on Blocks with a width of 17.6m or greater should be at least 1000mm on the side of the garage and no zero setback will be permitted.
- The principle private open space (PPOS) cannot be cut or filled more than 600mm from the floor level of the associated living space.
- The maximum overall retaining wall height is 1000mm. Retaining walls will be measured cumulatively at finished levels.

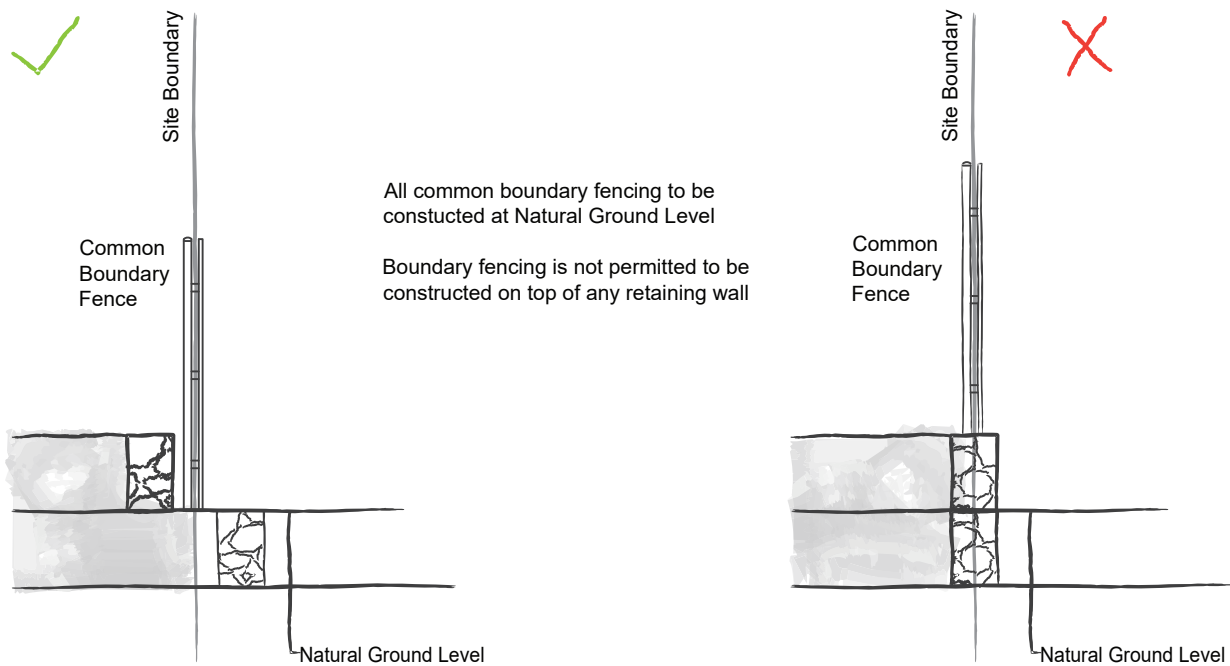


- The maximum height for a retaining wall on a boundary* is 500mm Any retaining wall over 500mm high must be offset from the boundary equal to its height. For example, a retaining wall 800mm high will need to be offset 800mm from the boundary.

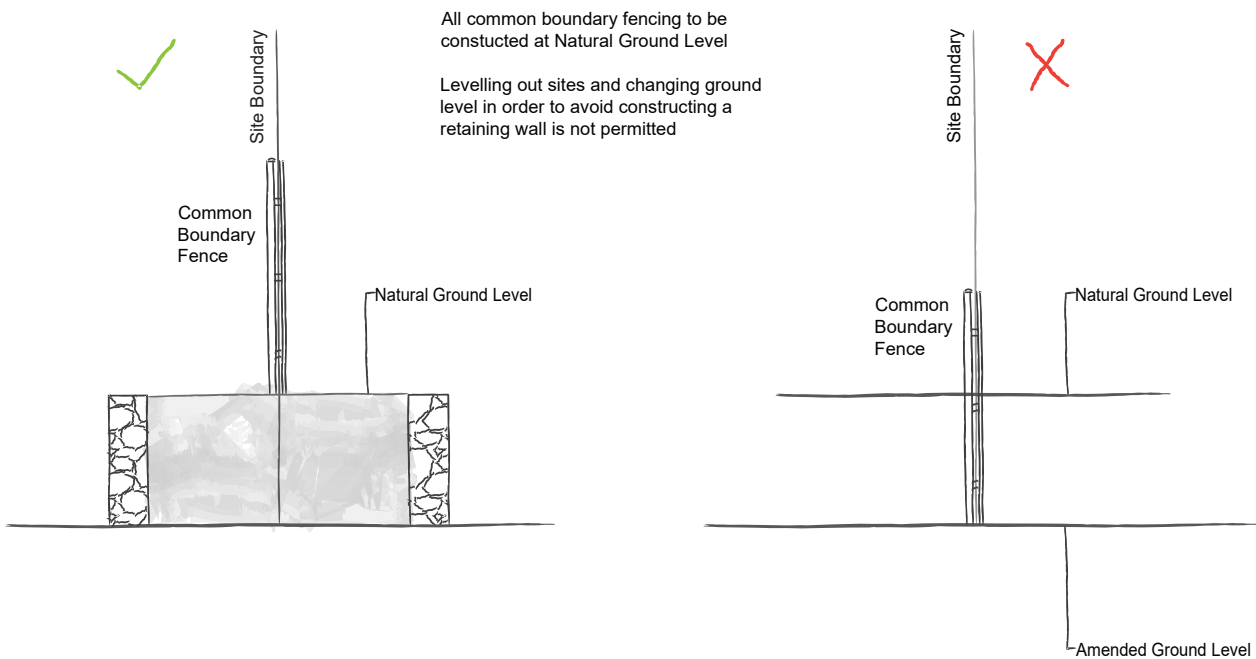


*Retaining walls permitted to be built on the boundary will need to be offset enough (approx. 150mm) to allow for the common boundary fence to be constructed at natural ground level, on the boundary line and to take into consideration the offset required to allow for sub-soil drainage without encroaching on the neighbour's Block.

- Common retaining walls between neighbours are not permitted; if retaining walls are required to address cut or fill they must be built within the boundaries of any individual Block.



- Flattening or amending natural ground level between two sites in order to avoid construction of previously approved retaining walls is not permitted; if a design requires the site to be cut or filled, approved plans need to be adhered to with each owner being responsible for retaining the cut or fill on their site rather than liaising with adjacent sites to alter the ground level.



- Minimum floor to ceiling height in any habitable room is 2550mm (unless previously agreed to by the Design Coordinator) however ceiling heights of 2700mm or greater are encouraged.

Dwelling Services & Ancillary Items

Each dwelling will require services and items that are essential for everyday living, but may not contribute to an appealing streetscape environment.

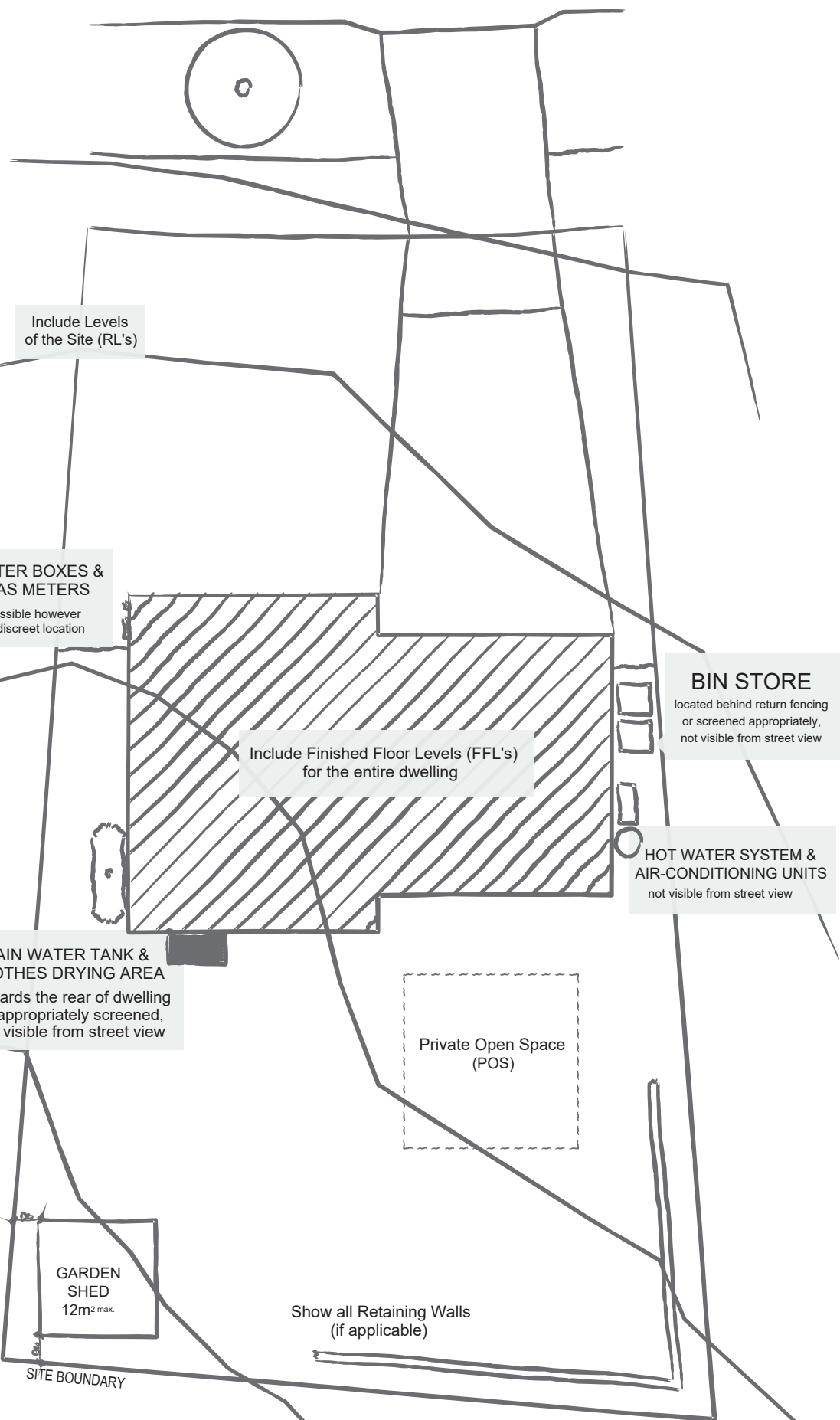
To create an attractive suburb we have identified some of these services and items to consider throughout the early stages of the design process so they can be appropriately located and hidden from street view.

Objectives

The streetscape and neighbourhood character of Denman Prospect should be protected by ensuring building and dwelling services and ancillary items are hidden from the public realm and view (where achievable). They should be located to the rear or side of dwellings.

Requirements

- No service rooms such as bathrooms or laundries are to be located on the front façade or visible from the street.
- Evaporative coolers are to be colour matched to the roof and not visible from the street.
- Rainwater tanks are to be colour matched to the home and not visible from the street; either located towards the rear of the dwelling or appropriately screened.
- Hot water system heaters are not to be visible from the street.
- None of the following services/items are to be visible from the street. They must be screened from public views and located to the rear of the home.
 - Air-conditioning units
 - Service lines
 - Clothes drying areas
 - Sheds
 - Satellite dishes
- No exposed ductwork or plumbing is permitted; downpipes are permitted however to be kept to a minimum on the front elevation and colour matched to the dwelling.
- Garden sheds cannot be greater than 12m² and must be at least 900mm from any boundary. Prior to any construction, detailed designs must be submitted to the Design Coordinator for endorsement.
- Storage areas for both waste and recycling bins must be suitably screened and shown on the plans.
- Meter boxes and gas meters are to be located in the least visually obtrusive location from public view.
- Security doors must be of a contemporary design, coloured to match window frames. Diagonal grid types of privacy mesh will not be permitted.



Include Levels of the Site (RL's)

METER BOXES & GAS METERS
accessible however in a discreet location

Include Finished Floor Levels (FFL's) for the entire dwelling

BIN STORE
located behind return fencing or screened appropriately, not visible from street view

HOT WATER SYSTEM & AIR-CONDITIONING UNITS
not visible from street view

RAIN WATER TANK & CLOTHES DRYING AREA
towards the rear of dwelling or appropriately screened, not visible from street view

Private Open Space (POS)

GARDEN SHED
12m² max.

Show all Retaining Walls (if applicable)

Example of items to include in the Site Plan

Roofs & Solar Requirement

Roofs have a significant impact on the overall aesthetics of a building. They influence the character and amenity of a neighbourhood and can contribute to the passive performance of a building.

Contemporary roof lines and articulated roof shapes with hips/gables are preferable, as well as skillion roofs. Roofs with eaves of at least 600mm (from the frame) are required as this has practical implications; providing shade in the summer and protection in the winter.

The roof is to have clean lines and no decorative interpretations of traditional country homes or references.

Objectives

To ensure dwellings incorporate clean, simple and well-proportioned roof lines.

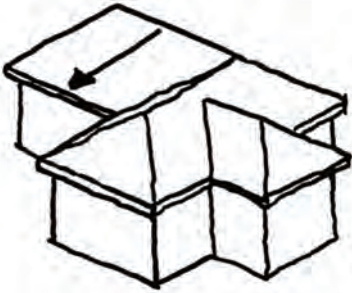
To encourage a range of contemporary roof lines within a streetscape that contribute positively to the character and amenity of the neighbourhood.

To ensure roofs have eaves and overhangs for shading of external walls for good passive solar performance.

Homes are to use a range of building forms including high roof pitches, large eaves, and simple, natural colour palettes.

Requirements

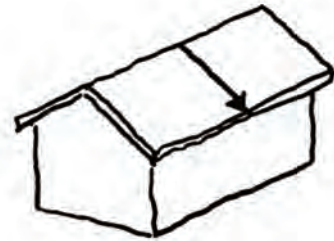
- Roof materials must be of one colour choice only.
- Consider the impact of mounting solar panels when designing roof form.
- All tiled roofs are to be of a flat profile concrete or terracotta tile.
- Roof pitches are as follows:



Hip roofs between 20-25 degrees

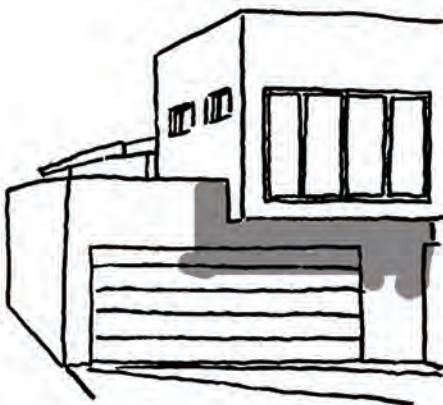


Gable roofs between 20-25 degrees



Skillion roof angles between 10-15 degrees

- No curved roofs will be permitted.
- Flat roof houses are generally not permitted. If the design is of a high quality, it may be permitted, however this is at the discretion of the Design Coordinator.
- Where parapets are incorporated they must fully conceal the roof from the public and return the entire length of the primary build zone, for upper and lower levels, on both sides of the dwelling.

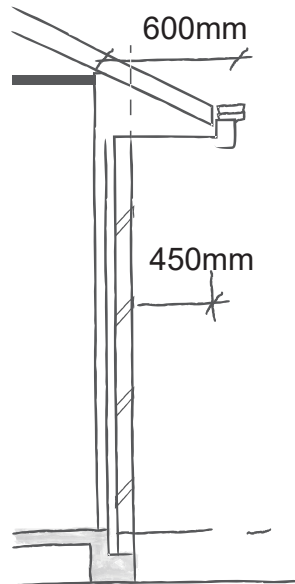


Side elevation

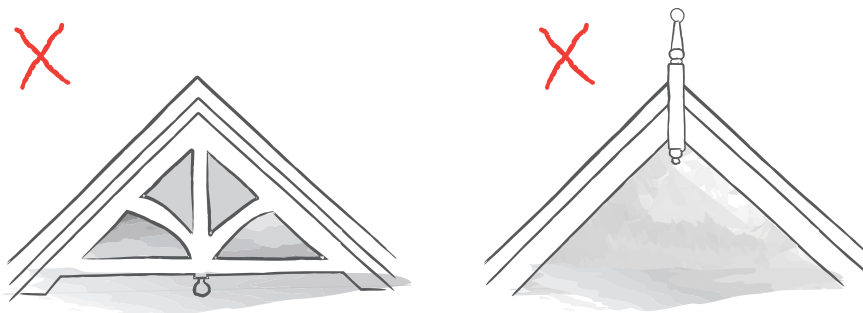


Front elevation

- No reflective roof materials will be permitted.
- No white or light coloured roof materials will be permitted.
- All gutters, down pipe treatments and rain head overflows are to be sympathetic to the style of the home, complementary to the colour and style of the dwelling and not decorative in profile.
- A minimum roof eave of 600mm in depth is required, however 900mm or wider eaves are strongly encouraged. For clarity, eaves are measured from the timber frame.



- Dormer windows and skylights are encouraged to increase natural light and ventilation.
- Top elements of the roof are to be a simple form; no finials, domes or decorative details are permitted.



- No stuck on or applied elements are permitted.
- All solar arrays are to be fitted to the rear of the dwelling and not visible from the street. Where Block orientation does not allow adequate solar aspect and following review and specific approval from the Design Coordinator, solar arrays may be fitted in view from the street however they must be fitted flat to the roof.
- Arrays mounted on sections of roof where the pitch is less than 15 degrees may require frames, at an additional cost to the owner.

External Colours & Finishes

Colours play an important role in influencing the look and feel of a streetscape. To provide a sense of harmony and consistency, a palette of complementary neutral colours and natural materials is suggested, that reflect the local landscape character of Denman Prospect.

Architectural interest is often achieved in dwellings by the use of combinations of single and double storey elements with a well-proportioned home being further enhanced by the appropriate choice of colours and finishes.

Important to Note

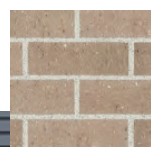
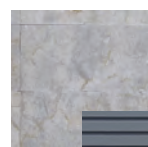
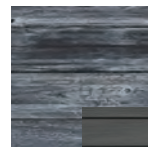
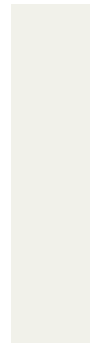
External colours and finishes will be assessed based on whether they are complementary to the overall architectural design and style of the dwelling, and will be assessed against surrounding dwellings that have already been submitted and granted developer approval.

Objectives

To incorporate within all new dwellings a selected palette of colours and finishes which complement the local streetscape and the neighbourhood character of Denman Prospect.

To maintain a consistently high standard of dwelling design through controlling the variety of colours and finishes that can be used on dwelling facades.

To establish a predominantly neutral colour scheme for streetscapes with light and dark contrast colours within facades to provide highlights to each home.





Requirements

- The base of the dwelling is to be solid, either masonry or rendered, with no lightweight materials to be used at the base of the dwelling.
- The primary choice of colours for your dwelling should be neutral, of natural colour tones, reflecting the environment.
- Darker colours should be used at the base of the dwelling with complementary balancing lighter colours on upper floors.
- Stronger, complementary accent colours are encouraged for key elements such as entry ways and on architectural elements.
- Cream on cream colour choices will not be permitted.
- All sides of the dwelling are to be treated with equal importance and be comprised of equal quality materials.
- Change of colour or material is not permitted at any external junction, or along a continuous plane without adequate articulation
- Where masonry treatments of brick are used, a single colour with a smooth face is permitted.
- The front elevation must comprise of a mix of materials to complement the natural environment of the Molonglo Valley.
- The use of one material for the entire home will not be permitted.
- Driveway materials are to be one of the following:
 - Exposed aggregate concrete
 - Oxide tinted
 - Asphalt with a paved edge
- Select stencilled concrete driveways are permitted however the design will need to be submitted and approved by the Design Coordinator prior to commencing works.
- Plain concrete or Pebblecrete driveways are not be permitted.
- Bright, fluorescent or metallic colours and materials are not permitted.
- Shiny or reflective materials that promote glare are not permitted.

Landscaping

Your front garden should provide you with a sense of ownership and a welcome arrival. Residential landscape treatments should be designed to achieve a contemporary character that complements the architecture of the built form, so that an integrated design outcome is achieved contributing to a visually consistent streetscape.

Landscape materials should be robust, easily maintained and present well to the street so that the overall streetscape character is enhanced.

A front garden enhances amenity and adds value to both the dwelling and the community. By establishing connections to the natural attributes of the site and siting the home appropriately, it has the potential to create a flawless connection from your front landscape to the streetscape.

All landscape plans will need to be submitted to the Design Coordinator for endorsement.

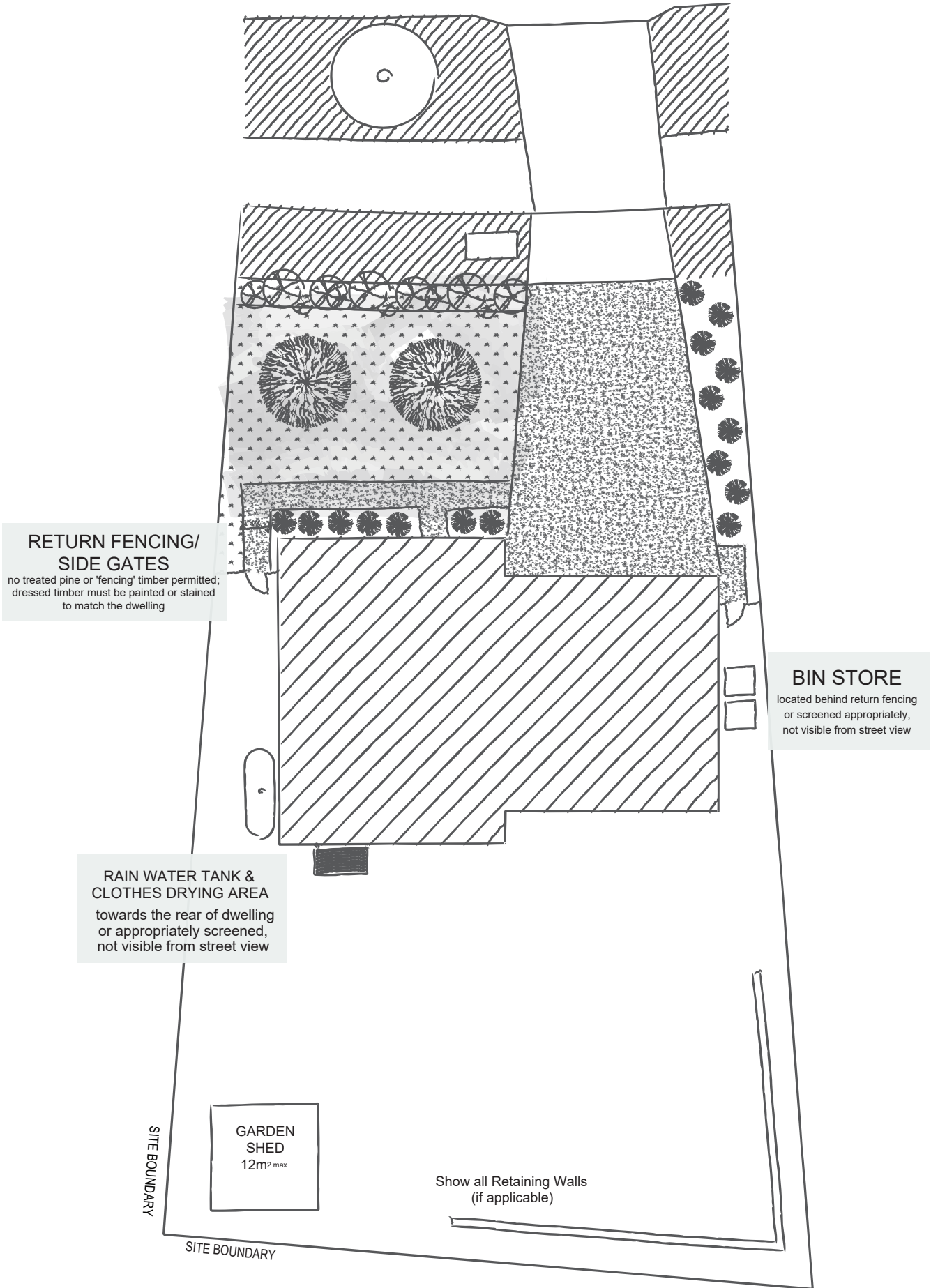
Objectives

To achieve a contemporary, natural form landscape outcome to the front of all homes.

To deliver functional and easily maintained front gardens that complement modern lifestyles.

To minimise the area of hardstand (e.g. concrete and paving) and maximise the amount of soft landscape (e.g. garden beds, turf and permeable surfaces).

To provide opportunities for the planting of shade trees and screening plants.



Example of items to include
in the Landscape Plan

Requirements

- All landscaped areas visible from the street shall be completed before the Compliance Bond is released and the Landscaping Contribution is paid.
- Verge Reinstatement
 - The verge must be re-grassed as part of the overall landscaping works; Installation of alternate treatments to the verge must be approved by TCCS and this approval provided to the Design Coordinator prior to commencement of works.
- Hard Landscaping
 - Landscape design should clearly define the homes entry.
 - The maximum width for pathways is 1000mm.
 - The use of gravel or crushed granite is restricted to pathways and no plain concrete is permitted.
 - All retaining walls are to be of stone pitch (mortared stone).
 - Exposed cuts over a maximum overall height of 1000mm will not be permitted.
 - Exposed levels of fill over a maximum overall height of 1000mm will not be permitted.
 - Any exposed cut greater than 500mm must be retained.
 - Any fill greater than 500mm must be retained.
 - Letterboxes must be made of materials that complement the dwelling and garden design. No metal, pre-fabricated or off-the-shelf letterboxes are permitted.
 - Planter box details incorporated into the front of the dwelling or as part of the letterbox are encouraged to help incorporate landscaping level changes, however they are not to be a dominating element. They must complement the style and choice of materials used within the dwelling's form and be constructed of either stone pitch or rendered masonry. Planter boxes are not to be incorporated in place of retaining walls.
 - Garden bed edging must not protrude more than 150mm from the surrounding ground level.
- Soft Landscaping
 - Two (2) trees are required to be planted within the front garden if the frontage of the Block is greater than 15m.
 - One (1) tree is required to be planted within the front garden if the frontage of the Block is less than 15m.
 - All required trees planted in the front garden are to be of a minimum height of 2.5m at the time of planting, with adequate deep root zone suitable to sustain the selected tree.
 - High quality trees must be preserved on Blocks for shade and amenity.
 - The use of any type of artificial grass or synthetic turf will not be permitted.
 - Brightly coloured/dyed wood mulches, or pebbles will not be permitted; river stones with an approximate diameter of 50mm will be considered acceptable for mulched areas.
 - Extensive areas of pebbles or gravel used as mulch is not permitted.

□ Common Boundary Fencing & Courtyard Walls

- Front fencing is not permitted.
- Common boundary fencing must be constructed at Natural Ground Level (that is, the level prior to any site cut being made and not on top of any retaining wall), material must be hardwood paling and max height is 1.8m.
- No Colourbond fencing is permitted.
- No solid masonry walls are permitted.
- Return fencing and side gates must be located at least 500mm behind the front building line on the Block's boundaries.
- Treated pine is not permitted for return fencing or side gates; any timber return fencing or side gates must be either stained or painted to match the dwelling.
- Courtyard walls are permitted on corner Blocks and must have a level of transparency with landscaping incorporated. Planter boxes will be considered at the discretion of the Design Coordinator.
- Courtyard walls are to be a mix of materials, masonry and either vertical or horizontal timber or powder coated slats.
- Treated pine is not permitted for courtyard wall slats; timber slats must be either stained or painted to match the dwelling.
- Courtyard walls must have a minimum 300mm solid base in the same material as the courtyard wall piers.
- No chain mesh materials are permitted.
- The use of opaque materials such as glass or Colourbond fencing is not permitted for courtyard walls.
- All courtyard wall piers must be located outside the easements.
- All details of courtyard wall design must be approved by the Design Coordinator.
- Where dwellings are located adjacent to open space, front courtyard walls are permitted and are required to be a maximum of 1.5m high, with a minimum of 50% transparency.
- Maximum height for courtyard walls on corner Blocks is 1.5m.

Sustainability

The design and development of Denman Prospect has been undertaken with sustainability at its core. Central to the vision for Denman Prospect is the creation of a sustainable, resilient and enjoyable place for people to live, work and play.

Home owners should aim to apply sustainable design principles to the design and construction of their own homes with a focus on reducing energy, waste and water needs.

Objectives

To advocate and lead sustainable best building practices through optimising the use of building materials throughout the design of your home.

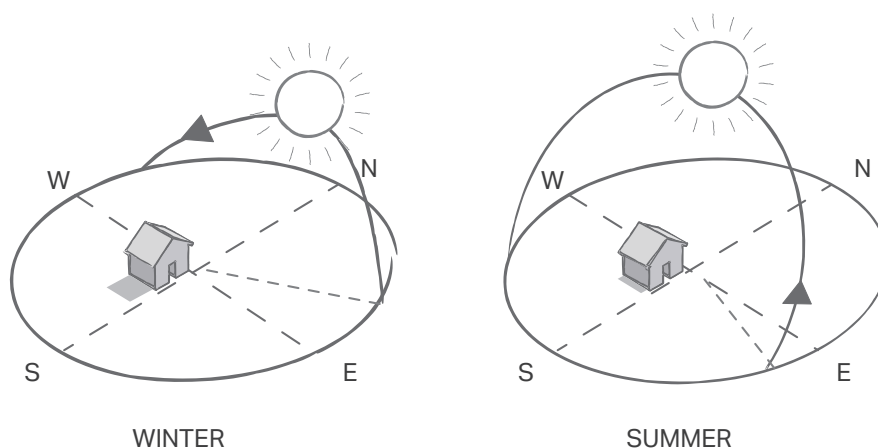
To protect and conserve water within the home and garden.

To increase energy efficient design through location and orientation of living spaces including the use of architectural forms such as eaves, window awnings and screens.



Requirements

- Dwellings need to comply with the ACT Environment WSUD requirements (at a minimum) inclusive of AAA rated taps, dual flush toilets and the use of rainwater tanks.
- Appliances must have a 5-star minimum energy performance standard rating under the Greenhouse and Energy Minimum Standards Act 2012 (Cth) (including determinations made under that Act).
- All dwellings are to have a mandatory 3kW solar array installed in accordance with these Guidelines and the Contract for Sale.
- All solar arrays are to be fitted flat to the roof however if there is poor solar orientation due to the Block orientation, following specific approval from the Design Coordinator, arrays on frames may be permitted.
- Solar Passive design principles must be considered with regards to solar access.
- Dwellings should be designed to maximise the winter morning sun and minimise the excessive summer afternoon sun in living areas and private open spaces.



- Consider the use of retractable shade devices, deciduous trees, angled louvres or tinted glass.
- The use of materials with low embodied energy is encouraged, for example recycled timber for flooring.
- The use of horizontal shading devices is strongly encouraged.
- Where possible, living spaces and ground floors are to be constructed with slab on ground noting some sloping Blocks may require a lighter weight construction (subfloor insulation is to be used on these Blocks)
- Cross ventilation must be considered in the internal dwelling layout, to promote breeze paths across the short axis of the dwelling.
- Maximise insulation to walls, ceilings and subfloor spaces

For further information about passive building design, visit www.yourhome.gov.au/passive-design

Other elements to consider

Regrading and Fill

You should make your own enquiries in relation to any regrading, filling or similar work performed at Denman Prospect. This work has been undertaken on Denman Prospect prior to or during Block servicing and may include, for example, filling former gullies and agricultural dams.

Block Maintenance

Before, during and after construction of your home, your Block is required to be kept clear of excessive weeds and rubbish and maintained to an acceptable standard.

Excavation material, rubbish or builders waste is to be stored in a covered bin and may not be deposited on adjoining properties, nature strips or in public areas during construction.

You are responsible for rubbish removal and for keeping your Block and adjoining street clean at all times during the construction of your home and landscaping.

Excavated soil that is surplus to your Block's needs must be removed and disposed of at a location approved by the Territory.

Adequate drainage of the Block must be provided for, to ensure there will not be any concentrated overland flow through the Block, particularly during construction.

Construction on the Block that alters access of stormwater to the existing stormwater system must not result in concentration of runoff onto adjacent Blocks.

Deliveries and Storage

All building materials, temporary toilets and building equipment must be stored within the property boundaries of your Block.

The nature strip, footpaths, roadways, neighbouring Blocks and public areas must be kept clear.

You will be responsible to rectify any damage caused by deliveries or by vehicles associated with the construction of your home to areas outside your Block.

Your builder and their subcontractors are not to park on the adjoining Blocks, surrounding public areas or on the nature strips.

Site Security

During periods in which your Block is unoccupied or building works are not in progress, it is advisable to ensure adequate fencing is erected to restrict public access.

In this regard, the minimum acceptable standard of fencing to the site is 1.8m high temporary construction fencing properly constructed, erected and clad internally with hessian or geotextile fabric.

All openings to the site are to be provided by gates, which are not at any time to swing out from the site or obstruct the footpath or roadway.

Street Tree and Verge Protection

Any damage to street trees or tree fencing during construction is the responsibility of the property owner to repair.

Any damage to the surrounding public areas including streets, street trees, footpaths, nature strips, driveway crossovers, services and adjoining land caused by the construction of your home is your responsibility.

Following completion of construction of your dwelling you can request removal of the fencing around your verge tree by sending an email with your request to design@capitalestate.com.au



Definitions

Block means a residential block of land within Denman Prospect.

Block Details Plans means the plan of that name attached to the Contract and available for download from www.denmanprospect.com.au.

Buyer means the buyer specified in a Contract and includes any successor in title, the executors and administrators if an individual, and the successors of them if a corporation.

Capital Estate Developments means Capital Estate Developments Pty Ltd ACN 137 573 623, the developer of Denman Prospect and the seller under the Contract to the first transferee of the Crown lease for the Block.

Compliance Bond means the amount of \$5,000.

Compliant means that the Buyer's plans and specifications satisfy the requirements in this Guideline.

Note: The Design Coordinator's endorsement of Buyers' plans and specifications as Compliant means only that they comply, to the satisfaction of the Design Coordinator, with the requirements in these Guidelines. The Design Coordinator's endorsement does not constitute approval for building or development or that the plans and specifications comply with the Territory Plan or with any requirement of the Environment and Planning Directorate or any other relevant authority, or that any necessary building or development approval will be given (whether with or without amendments to the plans and specifications)

Contract means the Contract for Sale of the transfer of the Crown lease for a Block.

General Solar Installation means a mandatory 3kW solar array consisting of:

- One (1) inverter with a 10-year warranty;
- Twelve (12) panels with a 25-year linear performance warranty and a 10 year warranty on the panels

- Extra cost metering in lieu of a standard meter
- ACTPLA inspection fee (up to \$240 GST exempt)

With panels mounted flat to the roof of a single level dwelling in a single array.

More information can be accessed from www.denmanprospect.com.au

Landscaping Contribution means the amount of \$2,500.

Practical Completion means when:

- The dwelling on the Land is completed to a stage where the dwelling is suitable for use, and lawfully able to be occupied as a residential dwelling.
- A Certificate of Occupancy and a Certificate of Compliance have been issued with respect to the dwelling on the Block.
- The landscaping and any fencing has been completed to the satisfaction of the Design Coordinator.
- Any damage to the Public Domain has been rectified.

Public Domain means all verges, landscaping (including street trees), gutters, kerbs, footpaths, cross-overs and any services to, from or over these areas.

Solar Amount means the amount for the General Solar Installation by Capital Estate Developments as specified in the Contract.

Territory Land means land that has not been leased under the Planning and Development Act 2007 (ACT) and is under control of the Territory, including public open spaces.

Territory means the body politic established by section 7 of the Australian Capital Territory (Self Government Act 1998 (Cth).

Territory Plan means the Territory Plan 2008.

Interpretation

In these Guidelines:

- A reference to “you” and “your” means the Buyer.
- The singular includes the plural.
- A reference to a person includes a body corporate.
- A reference to an Act include a reference to any subordinate legislation made under it or any Act which replaces it.
- The word “including” is used without limitation

Warnings and Disclaimer

This Guideline:

- may be updated from time to time. If changes are made the updated version will be available on the Denman Prospect website at www.denmanprospect.com.au;
- must be adhered to and should be read in conjunction with your Contract and all applicable laws; and does not replace or fully represent the codes, conditions, legislative and regulatory requirements or the terms and conditions of the Contract.

Buyers should:

- make their own independent enquiries and satisfy themselves as to the accuracy of the information provided;
- seek their own legal, financial, development and other advice including interpretation of legislation, regulations, the Crown lease for the Block, Territory policies, planning constraints, etc., which apply to or in any way affect any Block being offered for sale by Capital Estate Developments;
- be aware of the location, nature and extent of any fill on Blocks;
- be aware of any additional construction requirements due to bushfire mitigation measures being required for Blocks located in a home asset protection zone; and
- be aware of the Block specific requirements and sustainability and design requirements described in this Guideline.

Capital Estate Developments disclaims all liability (including liability for negligence) in respect of:

- the information included in this Guideline, including attachments;
- any matter contained in the Block Fill Plans or the existence of regrading, fill or other disability on any land within Denman Prospect, whether caused by the Commonwealth of Australia, the Territory, Capital Estate Developments its agents or servants, previous owners or occupants or otherwise; and
- any plans and specifications that are endorsed by the Design Coordinator as Compliant where those plans and specification do not comply with these Guidelines, the Territory Plan or the requirements of any code or relevant authority including ACTPLA.



**Denman
Prospect**



A PART OF THE
MOLONGLO
VALLEY



denmanprospect.com.au

Annexure D

Restrictive Covenant

THIS IS THE ANNEXURE TO MEMORANDUM OF TRANSFER BETWEEN CAPITAL ESTATE DEVELOPMENTS PTY LIMITED ACN 137 573 623 AS TRANSFEROR AND AS TRANSFEREE

DATED

201

The Buyer covenants with the Seller as follows:

1. In these restrictions on user:

Building and Siting Guidelines means the guidelines referred to in the Contract for Sale.

Contract for Sale means the contract for sale entered into between the Transferor and the Transferee for the Land.

Lease means the Lease of the Land.

Improvements means the buildings, structures and fixtures erected on and forming part of the Land.

Land means the land the subject of this transfer.

Transferor means the Seller, its successors, nominees or assigns.

Transferee means the Buyer, its executors, administrators, successors and assigns.

2. No building or Improvements are to be erected on the Land without the consent in writing of the Transferor and the approval and consent of all relevant authorities.
3. The Transferor must not unreasonably withhold its consent to the erection of any building or Improvements where it is in accordance with the Lease and the Building and Siting Guidelines.
4. The Transferor or, if it is wound up or otherwise ceases to exist, the body politic established by Section 7 of the *Australian Capital Territory (Self Government) Act 1988* (Cth) has the power by deed to waive, vary or release any of these covenants.
5. Any waiver, variation or release of these covenants must be done at the cost of the Transferee.
6. The land affected by these covenants is the Land and the following blocks in the division of Denman Prospect:

[insert]
7. The land burdened by these covenants is the Land.
8. The parcels of land benefited by these covenants are the blocks referred to in clause 6 other than the Land.
9. These restrictions on user shall be released on the date that a certificate of occupancy for all improvements made to the Land has been issued by the relevant authority and a copy provided to the Transferor.

Annexure E

Required Documents

- Title search
- Lease
- Deposited Plan
- Lease Conveyancing Enquiry
- Caveat