

# COPY

CONTRACT FOR SALE – LAND NOT READY  
SCHEDULE



<b>DATE OF THIS CONTRACT</b>				
<b>LAND</b>		Block	Section	Division
		«Block»	«Section»	Denman Prospect
		Stage <insert>		
<b>STAKEHOLDER</b>		Clayton Utz Trust Account		
<b>SELLER'S AGENT</b>				
<b>OCCUPANCY</b>		Vacant Possession		
<b>CO-OWNERSHIP</b>	Mark one See clause 35	<input type="checkbox"/> Tenants in common (Show shares)	<input type="checkbox"/> Joint Tenants	
<b>SELLER</b>	Full name ACN/ABN Address	<b>Capital Estate Developments Pty Limited ACN 137 573 623 as trustee for the Capital Estate Developments Trust ABN 137 573 623</b> Level 4, 21 Terminal Avenue, Plaza Offices – West, Canberra Airport ACT 2609		
<b>SELLER'S SOLICITOR</b>	Firm	Clayton Utz		
	Ref	Carol Axiotis / Danielle Mildren		
	Phone	(02) 6279 4036 / (02) 6279 4020		
	Fax	(02) 6279 4099		
	Address	Level 10, 2 Phillip Law Street, Canberra ACT 2601		
	Email	conveyancing@claytonutz.com		
<b>BUYER</b>	Full Name ACN/ABN Address			
<b>BUYER'S SOLICITOR</b>	Firm			
	Ref			
	Phone			
	Fax			
	DX/Address			
	Email			
<b>PRICE</b>	Price	\$<<insert>>		(The Price is GST inclusive)
	Less Deposit	\$<<insert>>		(10% of Price)
	Balance	\$<<insert>>		
<b>RESIDENTIAL WITHHOLDING TAX</b>	See page 2 & clause 42	New Residential Premises?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
		Potential Residential Land?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
		RW Amount required to be paid?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
<b>DATE FOR COMPLETION</b>	See clause 19	In accordance with clause 19		
<b>STANDARD ANNEXURES</b>	Documents annexed to this Contract	Annexure A - Director's Guarantee; Annexure B - Specimen Lease; Annexure C - Deposited Plan; Annexure D - Block Plans; Annexure E - Building and Siting Guidelines; Annexure F - Restrictive Covenant; Annexure G - Permissive Caveat & Donor Deed		
<b>RESTRICTIONS ON TRANSFER</b>		Refer clauses 21 & 22		
<b>SPECIAL CONDITIONS</b>	Special conditions apply	<input type="checkbox"/> Yes Annexure I (if applicable)	<input checked="" type="checkbox"/> No	
<b>READ THIS BEFORE SIGNING</b>				
Before signing this contract you should ensure that you understand your rights and obligations. You should get advice from your solicitor.				
<b>Capital Estate Developments Pty Limited</b> by its Attorney under Power of Attorney ACT Registration No.0143707, in the presence of:		Buyer signature:		
		Buyer name:		
Attorney's name:		Buyer signature:		
Witness signature:		Buyer name:		
Witness name:		Witness signature:		
		Witness name:		

## RW Amount

(residential withholding payment) — further details

The supplier will frequently be the Seller. However, sometimes further information will be required as to which entity is liable for GST (eg if the Buyer is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

<b>Supplier</b>	Name	Capital Estate Developments Pty Limited ACN 137 573 623 as trustee for the Capital Estate Developments Trust		
	ABN	22 117 906 634	Phone	6279 4000
	Business address	Level 4, 21 Terminal Avenue, Plaza Offices – West, Canberra Airport ACT 2609		
	Email	conveyancing@claytonutz.com		
<b>Residential Withholding Tax</b>	Supplier's portion of the RW Amount:	100%		
	RW Percentage:	7%		
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):	\$		
	Is any of the consideration not expressed as an amount in money?	<input checked="" 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):			

**1. Transfer**

1.1 The Seller agrees to transfer the Crown Lease to the Buyer for the Price on the terms of this Contract.

**2. Terms of Payment**

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

2.2 The Deposit may be paid by cheque 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.

2.3 If the Deposit is not paid on time in accordance with clause 2.2 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 11, clause 12 will apply

2.4 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 12.1, if the Buyer defaults under this Contract.

2.5 Except if the Buyer provides a Deposit Bond in accordance with clause 27, and notwithstanding clause 2.1, 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 2.5.

2.6 The Stakeholder will hold the Deposit.

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

2.8 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.

2.9 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.

2.10 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.

2.11 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.

**3. Title to the Crown Lease**

3.1 The Crown Lease is transferred subject to its provisions, conditions, covenants and reservations in it.

3.2 The title to the Crown Lease is, or before Completion will be, registered under the Land *Titles Act 1925* (ACT).

3.3 The Crown Lease must be transferred free from all Affecting Interests except as otherwise provided in this Contract.

3.4 The Buyer is not entitled to insist on any Affecting Interest being removed from the title to the Crown Lease before Completion if the Seller on Completion gives the Buyer any documents and registration fees necessary to remove the Affecting Interest.

3.5 The Buyer must comply with the Crown Lease.

#### 4. **Margin Scheme**

4.1 The Buyer and Seller agree that:

- (a) the margin scheme applies to the supply of the Land; and
- (b) the Price is inclusive of any GST payable under the margin scheme.

4.2 Both the Buyer and the Seller agree that they are satisfied that the margin scheme validly applies to this supply within the reasonable scope of knowledge and application of the requirements of Division 75 of *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

4.3 In this clause "GST", "supply" and "margin scheme" have the same meaning respectively as in the *A New Tax System (Goods and Services) Act 1999* (Cth).

#### 5. **Buyer Acknowledgements**

5.1 The Buyer acknowledges that the Land, the Deposited Plan and the Crown Lease may be affected or amended by the requirements of legislation or government authorities and may result in one or more of the following:

- (a) minor redefinition of the boundaries of the Land;
- (b) minor road re-alignment or dedication; and
- (c) minor variations of the easements relating to the provision of electricity, gas, water, sewerage and storm water services.

5.2 If there is any amendment of the Deposited Plan or the Crown Lease the Seller will provide a copy of the final form of the amended document to the Buyer prior to Completion.

5.3 In this clause 5 any redefinition, road alignment or dedication or variation of easements will be deemed to be minor if it does not cause the Buyer a verifiable loss in excess of 5% of the Price.

5.4 If the Buyer believes that an redefinition, road alignment or dedication or variation of easements will cause the Buyer a verifiable loss in excess of 5% of the Price, it must, within 14 days from the date of receipt of the amended documents referred to in clause 5.1 submit a claim to the Seller in respect of such (time being of the essence).

5.5 If the Buyer makes a claim in accordance with clause 5.4 the Seller may, within 14 days of receiving the claim, rescind this Contract, and clause 14 will apply.

#### 6. **Requisitions on Title Excluded**

6.1 The Buyer may not make any requisitions on the title to the Land.

6.2 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 water supply, electricity or telecommunication lines or facilities, gas pipes or sewers (**Services**) for the Land which may be constructed under, on or

over the Land, passing through or over any other land or the Services for any other property passing through or over the Land;

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

6.3 The Buyer acknowledges, 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.

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

## 7. **Seller's and Buyer's Warranties**

7.1 The Seller warrants that at the date of this Contract:

- (a) the Seller is not aware of any claims, notices or proceedings that may lead to a judgment, order or writ affecting the Land;
- (b) the Seller has no notice of the inclusion or proposed inclusion of the Land on the Heritage Register.

7.2 The Seller warrants that on Completion:

- (a) subject to clause 21, the Seller will have the capacity to complete this Contract;
- (b) there will be no unsatisfied judgment, order or writ affecting the Land;
- (c) the Seller is not aware of any encroachments by or upon the Land. This warranty does not extend to the location of any dividing fence.

7.3 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.

7.4 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.

## 8. **Adjustment of Rates and Rent and Land Tax**

8.1 Subject to clause 8.2:

- (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.

8.2 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.

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

8.4 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.

## 9. **Terms of Possession**

9.1 The Seller must give the Buyer vacant possession of the Land on Completion.

## 10. **Errors and Misdescriptions**

10.1 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.

10.2 Notwithstanding clause 10.1, the Buyer may not make any objection, requisition or claim or delay Completion or rescind or terminate this Contract because of a change in the description of the Land.

10.3 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 14 will apply.

## 11. **Notice to Complete and Default Notice**

11.1 If Completion is not effected in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve on the other party a notice requiring the party served to complete this Contract (**Notice to Complete**).

11.2 A Notice to Complete must:

- (a) appoint a time during business hours and a date not being less than 14 days after the service of the Notice to Complete (excluding the date of service) within which and a place in Canberra at which to complete this Contract; and
- (b) state that it is served pursuant to this clause.

11.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:

- (a) not be in default under this Contract; and
- (b) be ready willing and able to complete but for some default or omission of the other party.

11.4 Completion of this Contract at the time date and place specified in the Notice to Complete is an essential condition of this Contract.

- 11.5 Where one party is in default under this Contract (other than failing to effect Completion) the other party may at any time after the default serve the party in default a default notice (**Default Notice**).
- 11.6 A Default Notice must:
- (a) be in writing;
  - (b) specify the default;
  - (c) require the party served to rectify the default within 7 days after service of the Default Notice (excluding the date of service); and
  - (d) state that it is served pursuant to this clause.
- 11.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default under this Contract.
- 11.8 Upon service of a Default Notice the period of time to rectify the specified default is an essential condition of this Contract.
- 11.9 Clause 12 or clause 13 will apply as appropriate where the party served does not comply with a Notice to Complete or a Default Notice which complies with this clause.
- 11.10 If the party serving the notice under this clause varies the time provided by the notice at the request of the other party, the time limits agreed to in the variation will remain an essential condition of this Contract. The consent to the variation must be in writing and be served on the other party.
- 11.11 The Parties agree that the periods of time referred to in clauses 11.2(a) and 11.6(c) and, if varied under clause 11.10, as varied, are fair and reasonable.

## 12. **Termination of Contract – Buyer's Default**

- 12.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential condition of this Contract then the Seller may by notice in writing served on the Buyer terminate this Contract and may then keep or recover and keep the Deposit (except so much of it as exceeds 10% of the Price) and either:
- (a) sue the Buyer for breach of Contract; or
  - (b) resell the Land as owner and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default will be recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Land within 12 months of the date of the notice of termination.
- 12.2 In addition to any money kept or recovered pursuant to clause 12.1, the Seller may retain on termination any other money paid by the Buyer under this Contract, 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 the date of the notice of termination.

## 13. **Termination of Contract – Seller's Default**

- 13.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential condition of this Contract the Buyer may by notice in writing served on the Seller either:
- (a) terminate this Contract and seek damages against the Seller; or

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

13.2 Upon termination of this Contract by the Buyer, the Stakeholder is authorised to refund to the Buyer any money paid on account of the Price.

#### 14. **Rescission of Contract**

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

- (a) the Deposit and all other money paid by the Buyer under this Contract will be refunded immediately to the Buyer; and
- (b) neither party will be liable to pay the other any sum for damages, costs or expenses.

#### 15. **Damages for Delay in Completion**

15.1 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.

15.2 The Buyer must pay the sum specified in clause 15.1(b) in addition to any other damages to which the Seller is entitled both at law and under this Contract.

15.3 The Buyer agrees that:

- (a) the amount of any damages payable pursuant to clauses 15.1 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.

15.4 This clause is an essential condition of this Contract.

#### 16. **Power of Attorney**

16.1 If this Contract or any document in connection with it is executed pursuant to a Power of Attorney, a true copy of the registered Power of Attorney must be produced without cost to the other party upon request.

#### 17. **Service of Notices**

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

17.2 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).

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

17.4 If a notice is served in accordance with:

- (a) clause 17.2(a), the notice is taken to have been received on the day that it is delivered or, if not delivered before 5:00pm on a Working Day, on the next Working Day; and
- (b) clause 17.2(b), the notice is taken to have been received on the day 2 Working Days after it was posted.

## 18. **Planning Conditions**

18.1 The Buyer acknowledges that the 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 Authority granting or denying any consent or approval in relation to the Land.

## 19. **Date for Completion**

19.1 The Date for Completion is the date that is the later of:

- (a) 10 Working Days after written notification to the Buyer of the registration of the Crown Lease; and
- (b) 20 Working Days after the Date of this Contract.

## 20. **Submission of Transfer**

20.1 The Seller will provide the Buyer with a Transfer, as if it is a notice, on or by the date that is 10 Working Days after the Date of this Contract.

20.2 The Buyer must return the Transfer, executed by the Buyer, within 10 Working Days of the date the Transfer is received by them under clause 20.1.

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

## 21. **Restrictions on Transfer**

21.1 The Crown Lease is not subject to any restrictions on transfer or assignment except as disclosed in clause 21.2 and the Schedule.

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

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

## 22. **Restrictive Covenant**

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

22.2 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.

## 23. **Homes for Homes Initiative**

23.1 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.

23.2 If the Buyer requires the Permissive Caveat be withdrawn, Homes for Homes will cooperate with the Buyer to facilitate the withdrawal, with any fee payable for registration of the withdrawal to be paid by the Buyer.

## 24. **Privacy**

24.1 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.

## 25. **Driveway Crossovers**

- 25.1 The verge strip driveway crossovers associated with the Land are to be approved by the relevant authority and constructed by the Seller.

## 26. **Foreign Buyer**

- 26.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the granting of the Crown Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).
- 26.2 This clause 26 is an essential term.

## 27. **Deposit Bond**

- 27.1 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.
- 27.2 The Seller is not obliged to accept a Deposit Bond from the Buyer.
- 27.3 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.
- 27.4 The Deposit Bond must show the Seller as the beneficiary of the Deposit Bond.
- 27.5 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.
- 27.6 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.

27.7 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 2.1 of this Contract.

27.8 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 2.1 of the Contract,

and this clause 27 is for the benefit of the Seller and the performance of the obligations by the Buyer pursuant to this clause 27 is an essential condition of this Contract.

## 28. **Early Access to Land to Buyer for Investigations and Inspections**

28.1 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.

28.2 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.

28.3 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.

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

## 29. **Public Domain**

29.1 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.

29.2 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.

## 30. **Building and Siting Guidelines**

30.1 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.

30.2 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.
- 30.3 Subject to clause 30.4, the Buyer may not make any objection, requisition or claim for compensation in respect of the Plans and the Building and Siting Guidelines and/or any change or alteration to the Plans or the Building and Siting Guidelines (whether resulting from the Authority's requirements or otherwise).
- 30.4 If a change is made to the Plans or the Building and Siting Guidelines which causes the Buyer a verifiable loss in excess of 5% of the Price, the Buyer may within 10 Working Days of being notified of the amended Plans and Building and Siting Guidelines rescind this Contract and clause 14 will apply.
- 30.5 No building or Improvements are to be erected on the Land without the written endorsement of the Seller.
- 30.6 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.
- 30.7 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.
- 31. Mandatory solar requirements**
- 31.1 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.
- 31.2 The Seller will provide the General Solar Installation to the Buyer for the Solar Amount.
- 31.3 The Solar Amount is payable by the Buyer to the Seller on Completion, additional to any other payments required on Completion.
- 31.4 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 the provider of the General Solar Installation will be entitled to all applicable rebates and / or subsidies for a 15 year period.
- 32. Compliance Bond**
- 32.1 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 29, 30 and 31 of this Contract.

- 32.2 The Seller will hold the Compliance Bond in accordance with this clause 32 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.
- 32.3 The purpose of the Compliance Bond is to ensure the Buyer's compliance with:
- (a) clauses 30.1 and 30.5 (that the Buyer will erect on the Land a dwelling that complies with plans and specifications endorsed by the Seller);
  - (b) clause 31 (compliance with solar requirements);
  - (c) clause 29.1(a) (to ensure protection of the Public Domain); and
  - (d) clause 29.1(c) (no damage to Public Domain).
- 32.4 If at any time the Buyer is in default with respect to clauses 29, 30 or 31 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.
- 32.5 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 Working Days of demand.
- 32.6 The Seller will return the Compliance Bond to the Buyer within 10 Working 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.
- 32.7 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.
- 32.8 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.
- 32.9 The Buyer acknowledges that if the Buyer sells the Land, prior to the compliance requirements list in clause 32.3 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.
- 32.10 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 30 then the Seller will be entitled immediately to pay the Compliance Bond to itself without accounting further to the Buyer.
- 32.11 The Buyer acknowledges that the sum of \$5,000.00 represents the agreed damages arising from the failure of the Buyer to comply with clause 29, clause 30 or clause 31.
- 33. Landscaping Contribution**
- 33.1 If the Buyer:
- (a) complies with this Contract, including clauses 29, 30 and 31;

- (b) satisfies the criteria for the Compliance Bond to be returned to the Buyer under clause 32; and
- (c) effects Completion on or by the Date for Completion,

the Seller, subject to clauses 33.2, 33.3 and 33.4, 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 30; 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.

33.2 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.

33.3 The Landscape Contribution will be paid to the Buyer within 20 Working 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 33.2.

33.4 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 33 and the Building and Siting Guidelines.

#### 34. **Use of Land**

34.1 The Buyer agrees that:

- (a) the use as set out in the Crown 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 Crown Lease use;
- (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.

35. **Co-ownership**

35.1 If the Buyer consists of more than one person, as between themselves, they agree to buy the Land in the manner set out in the Schedule or, if one alternative is not elected, as joint tenants.

36. **Director's Guarantee**

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

36.2 The guarantee is to be in the form attached as **Annexure A**.

37. **Merger**

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

38. **Bushfire Protection**

38.1 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.

39. **Cat Containment**

39.1 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.

40. **Geotechnical Information**

40.1 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.

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

41. **No Solid Fuel Heating**

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

42. **Residential Withholding Tax**

**Warning:** The following clauses 42.1 to 42.12 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

42.1 In this clause 42 the following words have the following meanings:

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

**RW Amount Information** means the RW Amount details identified on page 2 of this Contract and as provided or updated under this Contract;



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

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

- 42.2 The Seller must provide the Buyer with the RW Amount Information no later than 28 days before the Date for Completion.
- 42.3 If the 'RW Amount required to be paid?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-50 in relation to the supply of the Property from the Seller to the Buyer.
- 42.4 The following clauses 42.5 to 42.12 inclusive only apply if the 'RW Amount required to be paid?' option on the Schedule is selected 'yes'.
- 42.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 42.2 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.
- 42.6 Subject to clause 42.11, 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.
- 42.7 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.
- 42.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and give to the Seller on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 42.9 In relation to the unendorsed bank cheque required by clause 42.8, the Seller must:
- (a) forward the unendorsed bank cheque to the ATO immediately after Completion; and
  - (b) provide the Buyer with evidence of payment of the RW Amount to the ATO by the date that is 5 Working Days after Completion.
- 42.10 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.
- 42.11 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 Working Days of receipt of the RW Amount Information, provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO including the updated RW Amount Information."

42.12 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 42.9(a) to the ATO.

42.13 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:

- (c) 14 days before the Date for Completion; or
- (d) 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).

42.14 Where the Buyer has provided the statement referred to in clause 42.13, the Buyer indemnifies the Seller against the amount of any penalties or interest charges imposed by the ATO on the Seller (or the relevant entity making the supply of the Land).

#### 43. Foreign Resident Capital Gains Withholding Payments

43.1 In this clause 43 the following words have the following meanings:

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

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

**Withholding Amount** means, unless clause 43.7 applies, the amount that is 10% of the Price.

**Withholding Law** means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

43.2 The Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 43.2(a) to the Seller,

no later than 5 days before the Date for Completion.

43.3 The Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 43.2(a) within 5 days of written request from the Buyer.

43.4 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount.

43.5 The parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 43.4 in payment of the Withholding Amount following Completion.

- 43.6 If the parties do not comply with clause 43.5:
- (a) the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and / or failure to remit the Withholding Amount to the ATO; and
  - (b) the Buyer charges the Land (for the benefit of the Seller) with the Buyer's obligations under this clause 43.6.
- 43.7 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 43.8 If a Clearance Certificate is provided by the Seller to the Buyer, the Seller warrants to the Buyer that the Seller is:
- (a) the entity referred to in the Clearance Certificate;
  - (b) the relevant taxpayer for the capital gains tax payable on the sale of the Land.
- 43.9 Clauses 43.2 to 43.7 do not apply if:
- (a) the Price is less than \$750,000; or
  - (b) the Seller provides the Buyer with a current Clearance Certificate prior to Completion.

#### 44. **Definitions and Interpretation**

- 44.1 In this Contract definitions appear in the Schedule and unless the contrary intention appears the following terms mean:

<b>Affecting Interests</b>	means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat or writ.
<b>ATO</b>	means the Australian Taxation Office, and includes the Commissioner for Taxation.
<b>Authority</b>	means the ACT Planning and Land Authority.
<b>Block Plans</b>	means the plans titled "Block Details Plan" and "Fill on Blocks" attached to this Contract as <b>Annexure D</b> .
<b>Building and Siting Guidelines</b>	means the building and siting guidelines applicable to the Land, a copy of which is attached as <b>Annexure E</b> .
<b>Breach of Covenant</b>	means: <ul style="list-style-type: none"> <li>• a "Development" for which the relevant authority has not granted approval;</li> <li>• a breach of the Building and Development Provision of the Crown Lease;</li> <li>• a breach of a restrictive covenant registered on the Crown Lease;</li> <li>• a breach of any covenant of the Crown Lease.</li> </ul>
<b>Building and Development</b>	has the same meaning as in the Planning and Development Act.

**Provision**

<b>Completion</b>	is the date and time at which this Contract is completed.
<b>Compliance Bond</b>	means an amount of \$5,000.00.
<b>Covenant</b>	includes restrictive covenant.
<b>Crown Lease</b>	means the lease (as defined in the Planning and Development Act), substantially in the form of the Specimen Lease, that will be transferred to the Buyer in accordance with this Contract and, where the Land is affected by an easement, includes an annexure or additional provisions detailing the terms of the easement.
<b>Deposit Bond</b>	means either: <ul style="list-style-type: none"> <li>(a) a Deposit Insurance Bond issued to the Seller at the request of the Buyer in form and substance satisfactory to the Seller; or</li> <li>(b) a bank guarantee issued by a bank operating in Australia in a form and substance satisfactory to the Seller.</li> </ul>
<b>Deposited Plan</b>	means the survey plan delineating the Land, registered with Access Canberra and attached to this Contract as <b>Annexure C</b> .
<b>Donation Deed</b>	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, a copy of which is attached to this Contract as Annexure G;
<b>General Solar Installation</b>	includes: <ul style="list-style-type: none"> <li>(a) a minimum 3 kW solar array consisting of the following (or equivalent): <ul style="list-style-type: none"> <li>(i) one (1) inverter with 10 year warranty;</li> <li>(ii) eleven (11) 330W panels (10 year product warranty and 25 year efficiency guarantee);</li> <li>(iii) ten (10) year workmanship warranty on installation;</li> <li>(iv) extra cost of metering in lieu of standard metering; and</li> <li>(v) Authority inspection fee (up to \$240.00 GST exempt);</li> </ul> </li> <li>(b) panels mounted flat to the roof of a single level dwelling in a single array,</li> </ul> <p>and does not include (and for which the Buyer will incur additional installation charges):</p> <ul style="list-style-type: none"> <li>(c) split array;</li> <li>(d) installation on a concrete, terracotta tile, flat or steep pitch roof or dwelling with raked ceilings; and</li> <li>(e) installation items that fall outside those specified in paragraphs (a) and (b).</li> </ul>

<b>Heritage Act</b>	is the <i>Heritage Act 2004</i> (ACT).
<b>Heritage Register</b>	is the heritage places register referred to in the Heritage Act.
<b>Homes for Homes</b>	means Homes for Homes Limited ACN 143 151 544, a 'not for profit' company limited by guarantee.
<b>Homes for Homes Initiative</b>	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 <a href="http://www.homesforhomes.com">www.homesforhomes.com</a> .
<b>Land</b>	is the land described in the Schedule and which will be the subject of the Crown Lease.
<b>Landscaping Contribution</b>	means an amount of \$2,500.00.
<b>Permissive Caveat</b>	means the form of permissive caveat attached as <b>Annexure G</b> , registered or to be registered on the certificate of title for the Land by Homes for Homes.
<b>Personal Information</b>	has the meaning given to it in the Privacy Act.
<b>Planning and Development Act</b>	means the <i>Planning and Development Act 2007</i> (ACT).
<b>Practical Completion</b>	means when: <ul style="list-style-type: none"> <li>(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;</li> <li>(b) a certificate of occupancy and a certificate of compliance have been issued with respect to the dwelling on the Land; and</li> <li>(c) the landscaping and any fencing has been completed to the satisfaction of the Seller.</li> </ul>
<b>Privacy Act</b>	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"> <li>(a) any consolidation, amendment re-enactment or replacement of any of them or the Privacy Act, and</li> <li>(b) the National Privacy Principles under the Privacy Act.</li> </ul>
<b>Public Domain</b>	means all verges, landscaping (including street trees), gutters, kerbs, footpaths, cross-overs and any services to, from or over these areas.
<b>Restrictive Covenant</b>	means the form of covenant at <b>Annexure F</b> to this Contract.

<b>Solar Amount</b>	means the amount of \$3,500 plus GST for General Solar Installation by the Seller for the Buyer.
<b>Specimen Lease</b>	means the draft Crown Lease attached as <b>Annexure B</b> .
<b>Territory</b>	means: <ul style="list-style-type: none"> <li>(a) when used in a geographical sense, the Australian Capital Territory; and</li> <li>(b) when used in any other sense, the body politic established by section 7 of <i>the Australian Capital Territory (Self Government) Act 1998</i> (Cth).</li> </ul>
<b>Transfer</b>	means a transfer of the Crown Lease in the form prescribed by the <i>Land Titles Act 1925</i> (ACT).
<b>Working Day</b>	means any day other than a Saturday, Sunday, Public Holiday or Bank Holiday in the Territory.

44.2 In this Contract:

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

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

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

44.5 A reference to "this Contract" includes the Schedule, Annexure clauses, the special conditions, and attachments (if any) forming part of this Contract.

44.6 If there is more than one buyer the obligations which they undertake bind them jointly and individually.

**Annexure A**

**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 B**

**Crown Lease**



This is a market value lease -  
s238(2) (a) (ii) Planning  
and Development Act 2007



--	--

Volume

Folio

CONDITIONS APPLICABLE

--	--

MOP (No.)

Annexure

SPECIMEN ONLY

LEASE No

AUSTRALIAN CAPITAL TERRITORY  
**CROWN LEASE**

**PLANNING AND DEVELOPMENT ACT 2007**

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

THE PLANNING AND LAND AUTHORITY ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA IN EXERCISING ITS FUNCTIONS GRANTS TO THE LESSEE THE LAND FOR THE TERM AND SUBJECT TO THE PROVISIONS SET OUT BELOW.

THE MEMORANDUM OF PROVISIONS (MOP) No. 2,000,050 REGISTERED IN THE REGISTRAR-GENERAL'S OFFICE AND/OR ANY PROVISIONS SET OUT IN ANY ANNEXURE ARE PART OF THIS LEASE.

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

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	DEPOSITED PLAN	APPROXIMATE AREA
				square metres

2. LESSEE'S NAME AND ADDRESS

--

3. FORM OF TENANCY

--

4. TERM

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

5. PURPOSE

SINGLE DWELLING HOUSING.
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6. RESERVATIONS AND STATUTORY RESTRICTIONS

The statutory restriction(s) is/are: Section 298 of the Planning and Development Act 2007.
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7. VARIATIONS TO MEMORANDUM OF PROVISIONS

Not Applicable
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**8. EXECUTION**

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

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

**OFFICE USE ONLY**

EXAMINED	
VOLUME: FOLIO	
REGISTERED:	

DATE:



**ACT**  
Government

Justice and Community Safety

LAND TITLES  
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

**ANNEXURE**

**SPECIMEN ONLY**

Form 029 - ANN

Land Titles Act 1925

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

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Crown Lease	2

1. The Authority, on behalf of the Commonwealth, grants over that part of the land ("Land") identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
2. The service provider may:
  - (1) provide, maintain and replace services supplied by that service provider through the Land within the site of the Easement; and
  - (2) do anything reasonably necessary for that purpose, including without limitation:
    - (a) entering or passing through the Land;
    - (b) taking anything on to the Land; and
    - (c) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
3. In exercising the powers in paragraph 2, the service provider must take all reasonable steps to:
  - (1) ensure that the work carried out on the Land causes as little disruption, inconvenience and damage as is practicable; and
  - (2) ensure that the Land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out.
4. Paragraph 3(2) does not require the service provider to restore:
  - (1) the Land to a condition that would result in:
    - (a) an interference with:
      - (i) any service on or through the Land; or
      - (ii) access to any service on or through the Land; or
    - (b) a contravention of a law of the Territory; or

**SPECIMEN ONLY**

- (2) any building or structure placed or constructed on any part of the Land comprising the Easement
5. The Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the Land comprising the Easement UNLESS written advice from the service provider is obtained.
  6. For the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewage
  7. Nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

**SPECIMEN ONLY**

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

**Memorandum Of Provisions**

Memorandum of Provisions No.2,000,049

**1. INTERPRETATION**

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

- 1.1 'Act' - the Planning and Development Act 2007;
- 1.2 'Authority' – the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- 1.3 'Building' - any building, structure or improvement on or under the Land;
- 1.4 'Class' - for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- 1.5 'Commencement Date' - the Commencement Date specified in item 4;
- 1.6 'Commonwealth' – the Commonwealth of Australia;
- 1.7 'Dwelling' -
  - (a) means a Class 1 building, or a self-contained part of a Class 2 building, that:
    - (i) includes the following that are accessible from within the building, or the self-contained part of the building:
      - (1) not more than 2 kitchens;
      - (2) at least 1 bath or shower;
      - (3) at least 1 toilet pan; and
    - (ii) does not have access from another building that is either a Class 1 building or the self-contained part of a Class 2 building; and
  - (b) includes any ancillary parts of the building and any Class 10a buildings associated with the building;
- 1.8 'Land' - the Land specified in item 1;

- 1.9 'Lease' - the Crown lease incorporating these provisions;
- 1.10 'Lessee' includes:
- (a) where the Lessee is or includes a person, the executors, administrators and assigns of that person; and
  - (b) where the Lessee is or includes a corporation, the successors and assigns of that corporation;
- 1.11 'Multi-unit housing' means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- 1.12 'Premises' - the Land and any Building at any time on the Land;
- 1.13 'Purpose' - the purpose specified in item 5;
- 1.14 'Single dwelling housing' means the use of land for residential purposes for a single dwelling only;
- 1.15 'Territory':
- (a) when used in a geographical sense, the Australian Capital Territory; and
  - (b) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- 1.16 Where the Lessee comprises two or more persons or corporations, an agreement by the Lessee binds them jointly and individually;
- 1.17 The singular includes the plural and vice versa;
- 1.18 A reference to one gender includes the other genders;
- 1.19 A reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute;
- 1.20 A reference to an item is a reference to the corresponding item in the Lease.

## 2. LESSEE'S OBLIGATIONS

The Lessee must:

### RENT

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



## BUILDING SUBJECT TO APPROVAL

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

## COMPLETE CONSTRUCTION

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

## UNDERGROUND FACILITIES

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

## PURPOSE

- 2.5 use the Land for the Purpose;

## PRESERVATION OF TREES

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

## SOLID FUEL HEATING SYSTEM

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

## REPAIR AND MAINTAIN

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

## RIGHT OF INSPECTION

- 2.9 subject to the Act, permit anyone authorised by the Authority to enter and inspect the Premises at all reasonable times and in any reasonable manner;

## RATES AND CHARGES

- 2.10 pay all rates, taxes, charges and other statutory outgoings, which become payable on or in respect of the Land, as they fall due;

## CLEAN AND TIDY

- 2.11 at all times, keep the Premises clean, tidy and free from rubbish and other unsightly or offensive matter PROVIDED ALWAYS THAT should the Lessee fail to do so the Authority may, at the cost of the Lessee, cause any matter or thing to be removed from the Premises and restore the Premises to a clean and tidy condition.

## 3. MUTUAL OBLIGATIONS

The parties agree that:

## OWNERSHIP OF MINERALS AND WATER

- 3.1 all minerals on or in the Land and the right to the use, flow and control of ground water under the surface of the Land are reserved to the Territory;

## FAILURE TO REPAIR AND MAINTAIN

- 3.2 if the Lessee fails to repair and maintain the Premises in accordance with clause 2.8, the Authority may, by written notice to the Lessee, require the Lessee to carry out the repairs and maintenance within a specified period of not less than one month;
- 3.3 if the Authority believes that any Building is beyond repair, the Authority may, by written notice to the Lessee, require the Lessee to:
- (a) remove the Building; and
  - (b) construct a new Building to a standard acceptable to the Authority according to approved plans;
- within a specified period of not less than one month;
- 3.4 if the Lessee fails to comply with a notice given under clause 3.2 or 3.3, the Authority may enter the Premises, with anyone else and with any necessary equipment, and carry out the work which the Lessee should have carried out. The Lessee must pay to the Authority, on demand, the costs and expenses of that work;

## TERMINATION

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

Lessee of a written notice from the Authority specifying the nature of the failure;

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

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

#### FURTHER LEASE

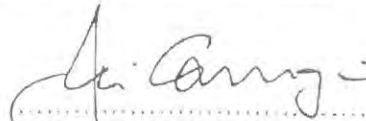
- 3.7 the Lessee will be entitled to a further Lease of the Land on such terms as the Act provides;

#### NOTICES

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

#### EXERCISE OF POWERS

- 3.9 Any and every right, power or remedy conferred on the Commonwealth or Territory in this Lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
- (a) the Authority;
  - (b) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
  - (c) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.



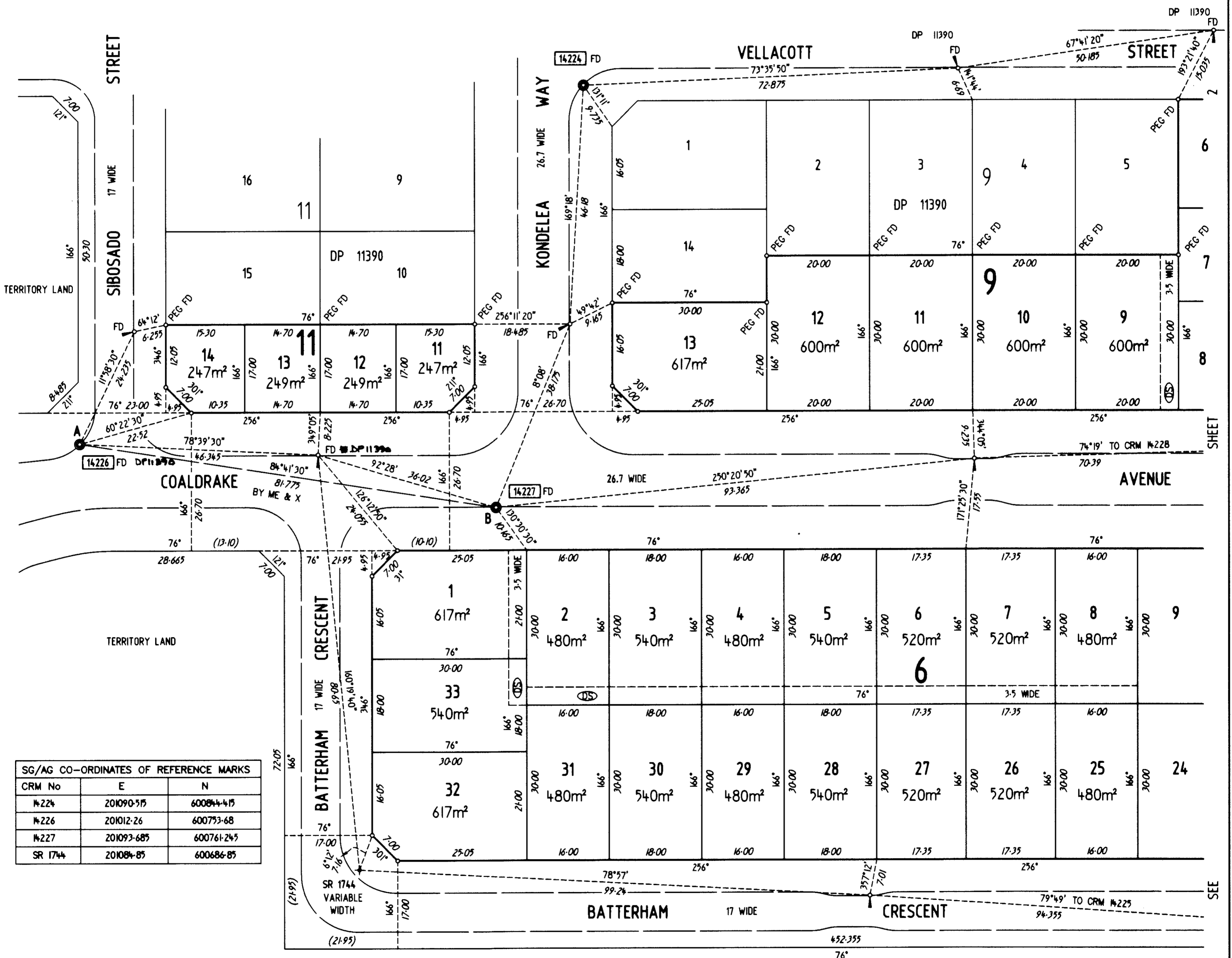
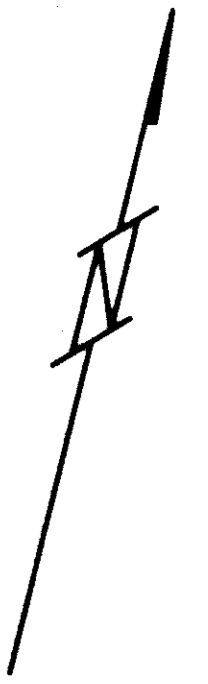
Signed by **JIM CORRIGAN** )  
a delegate authorised to execute this )  
Memorandum of Provisions on behalf )  
of the Commonwealth )



**Annexure C**

**Deposited Plans**





SG/AG CO-ORDINATES OF REFERENCE MARKS		
CRM No	E	N
M 224	201090-515	600844-415
M 226	201012-26	600753-68
M 227	201093-685	600761-245
SR 1744	201084-85	600686-85

Ⓢ DENOTES PROPOSED DRAINAGE & SEWERAGE SERVICE EASEMENT

THIS IS SHEET 1 OF MY PLAN IN 6 SHEETS

REFERENCE MARKS

- ⊙ Denotes GIP
- ⊙ Denotes PLAQUE IN KERB
- + Denotes DEEP DRIVEN ROD
- ⊙ Denotes DH&W IN KERB
- ⊙ (Except as otherwise shown)

NOTE

All Easements are 2.5 metres wide  
(Except as otherwise shown)

Azimuth: A-B (Strom)

Field Books:  
Surveyor's Ref : 08046.32\_ST\_1A1

I, DAVID GEOFFREY SLOAN  
of LANDdata SURVEYS Pty Ltd CANBERRA  
a surveyor registered under the Surveyors Act 2007 hereby certify  
that the survey represented on this plan is accurate and has been  
made in accordance with the Surveyors Practice Directions  
and was completed on 4 APRIL 2016

(Signature) *David Sloan* 29-04-2016

Surveyor registered under the Surveyors Act 2007.

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

*David Sloan* 4-05-2016

Surveyor-General of the ACT

PLAN OF  
BLOCKS 1-33 SECTION 6, BLKS 1-10 SEC 7, BLKS 1-21 SEC 8, BLKS 6-13 SEC 9,  
BLKS 8-36 SEC 10, BLKS 11-14 SEC 11, BLKS 9&10 SEC 17,  
BLKS 3-12 SEC 18, BLKS 1-16 SEC 19, BLKS 1-16 SEC 20, BLKS 13-20 SEC 21,  
BLKS 1-9 SEC 22, BLKS 1-16 SEC 23, BLKS 1-20 SEC 24 & BLKS 1-24 SEC 25

DIVISION: DENMAN PROSPECT  
DISTRICT: MOLONGLO VALLEY  
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:500

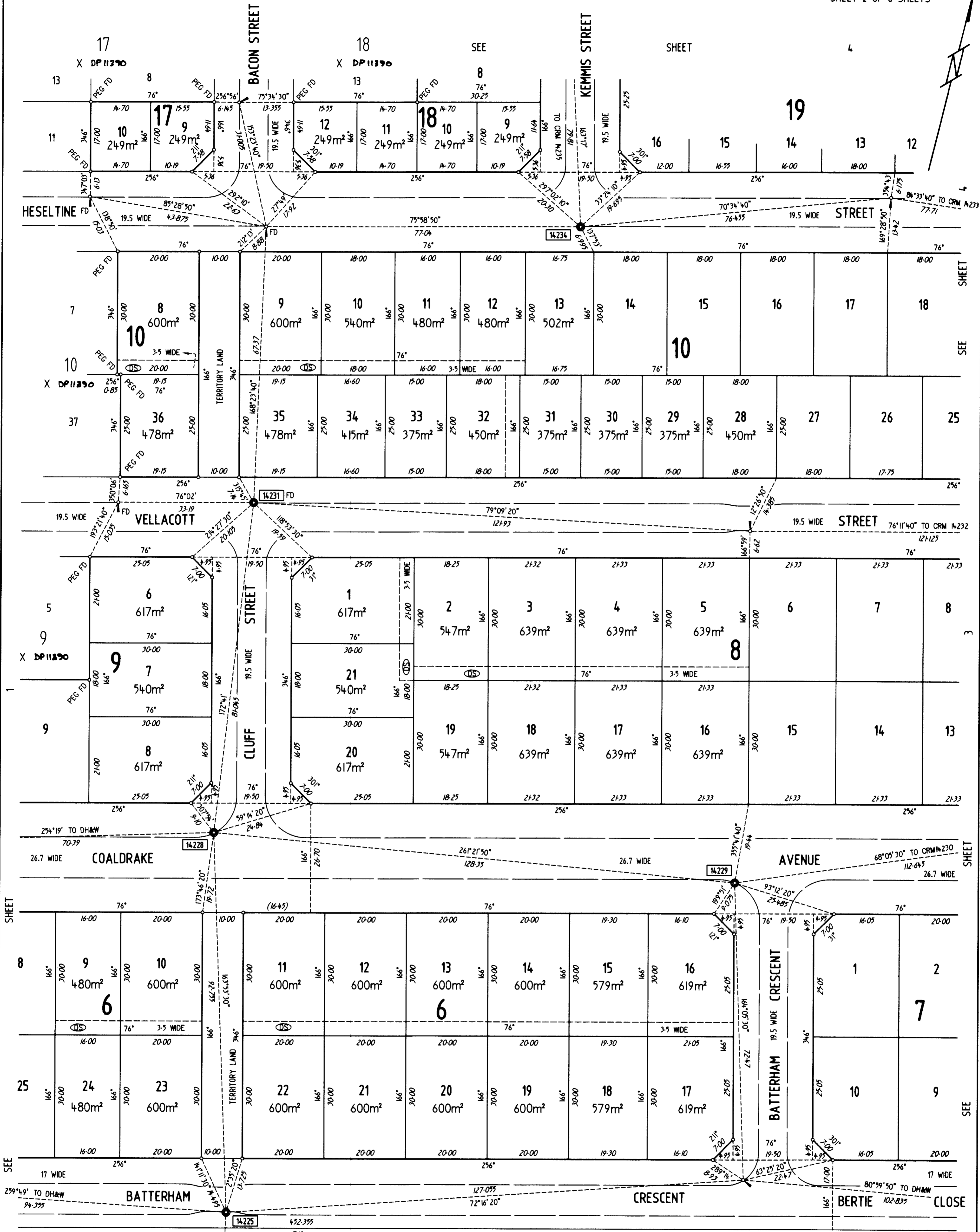


Deposited in the office of the Registrar of Titles at Canberra  
in the Australian Capital Territory the Ninth  
day of ~~May~~ *May* 2016 at ~~—~~ *—* minutes  
past ~~—~~ *—* o'clock in the ~~fore~~ *fore* noon

Approved *David Snowden*  
David Snowden  
Registrar-General



DEPOSITED PLAN  
11396/1

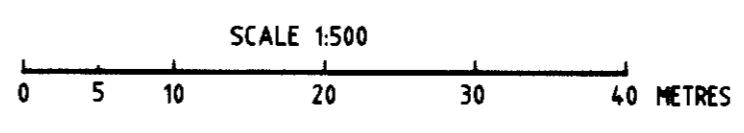


SG/AG CO-ORDINATES OF REFERENCE MARKS

CRM No	E	N
N225	201275.12	600722.999
N228	201249.38	600811.67
N229	201376.28	600830.94
N231	201239.06	600892.099
N234	201300.25	600976.71
SRM 803	201320.96	600490.609

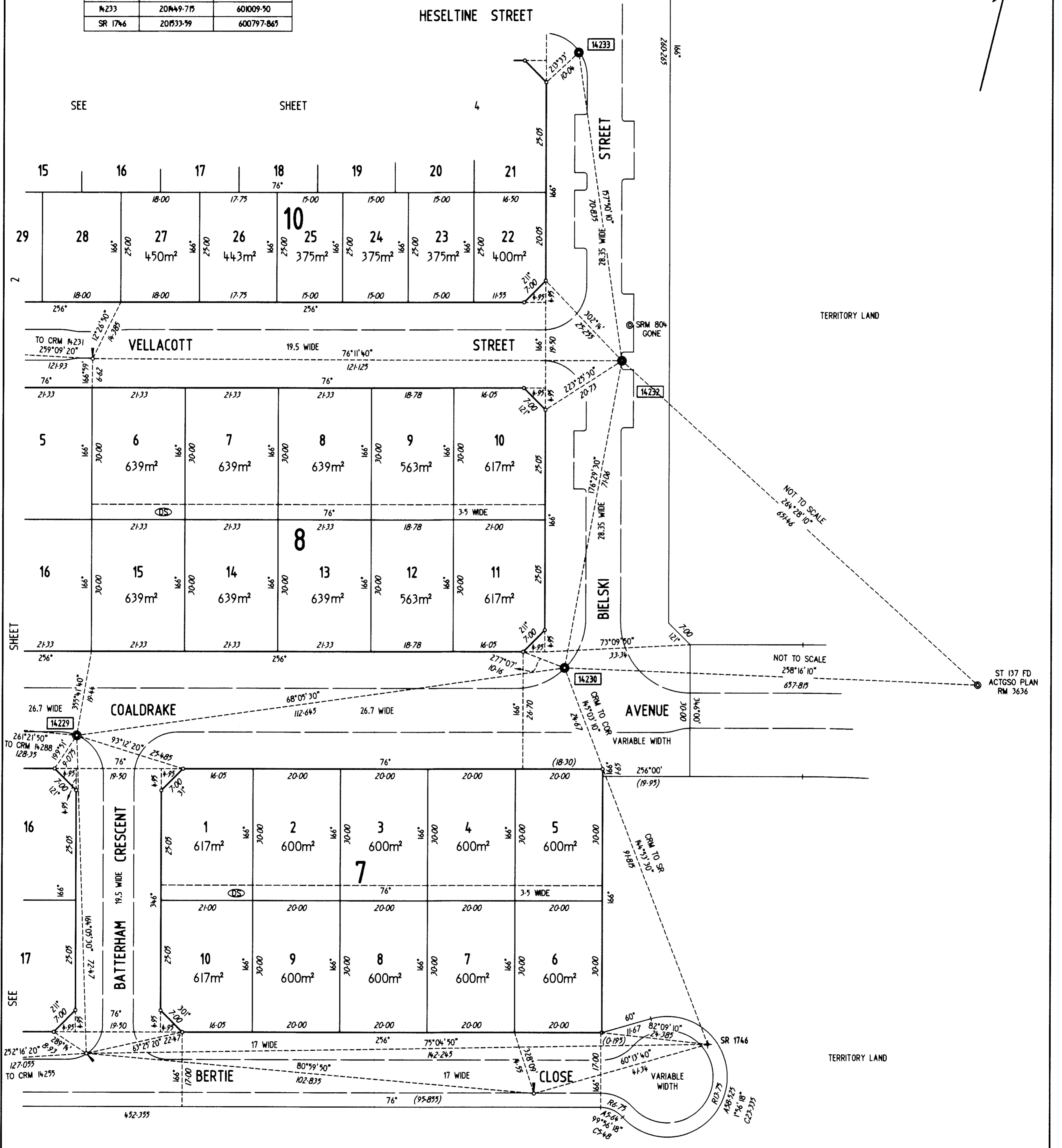
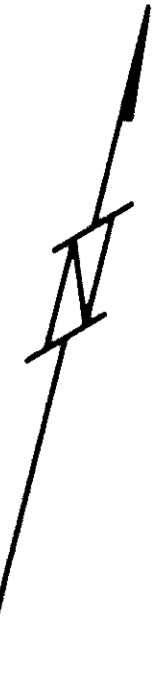
THIS IS SHEET 2 OF MY PLAN IN 6 SHEETS  
 DATED 29-04-2016  
 (Signature) *David H...*  
 Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN  
**11396/2**





SG/AG CO-ORDINATES OF REFERENCE MARKS		
CRM No	E	N
14229	201376.28	600830.94
14230	201480.785	600872.975
14232	201476.44	600943.90
14233	201449.715	601009.50
SR 1746	201533.99	600797.865



SEE SHEET 4

SEE SHEET 2

SHEET 2

SEE SHEET 17

TERRITORY LAND

TERRITORY LAND

TERRITORY LAND

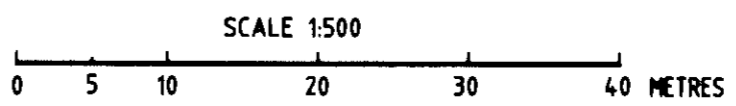
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DATED 27-04-2016

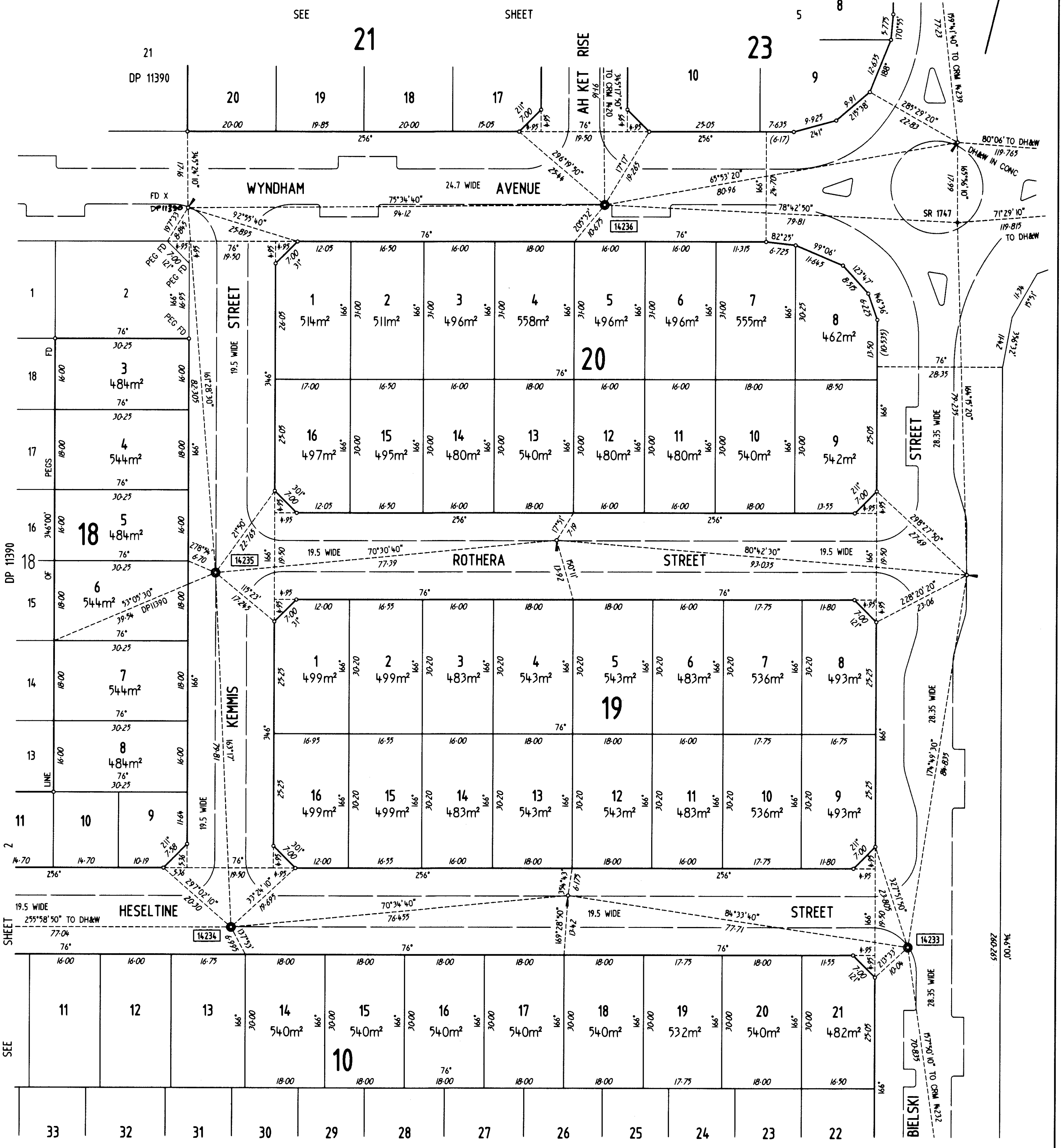
(Signature) *Paul H.*  
 Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN

11396/3



SG/AG CO-ORDINATES OF REFERENCE MARKS		
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M233	201449.715	601009.90
M234	201300.25	600976.71
M235	201277.295	601053.15
M236	201342.30	601154.63
SR 1747	201420.565	601170.25



DP 11390

DP 11390

DP 11390

DP 11390

DP 11390

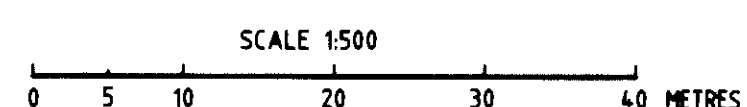
DP 11390

DP 11390

DP 11390

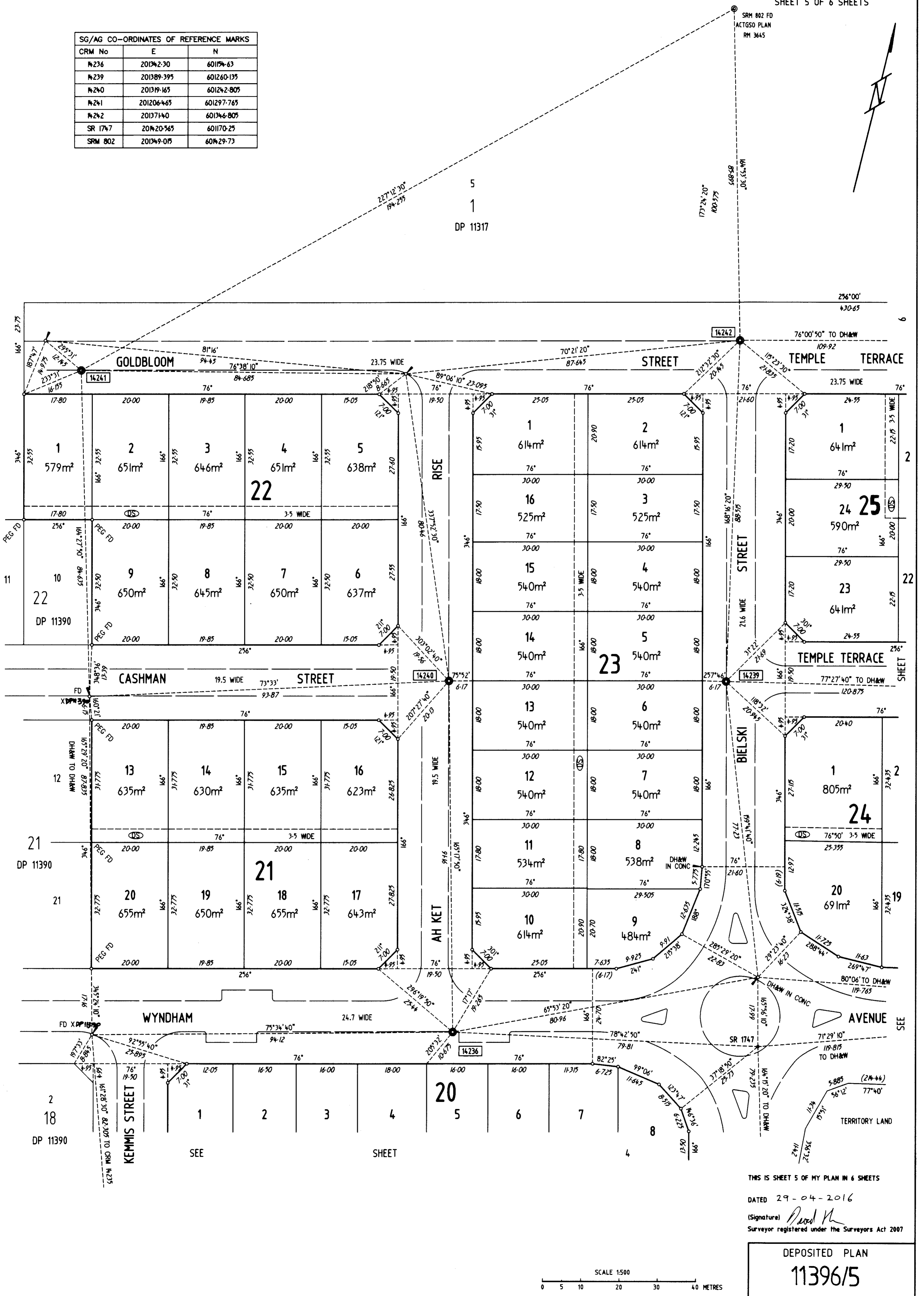
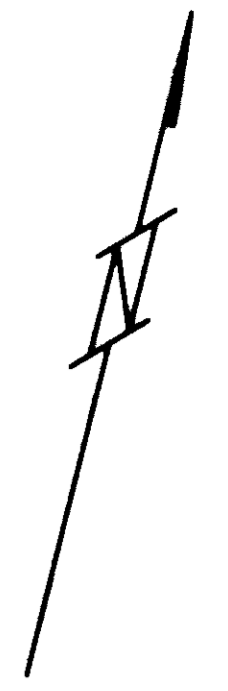
THIS IS SHEET 4 OF MY PLAN IN 6 SHEETS  
 DATED 29-04-2016  
 (Signature) *[Signature]*  
 Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN  
**11396/4**



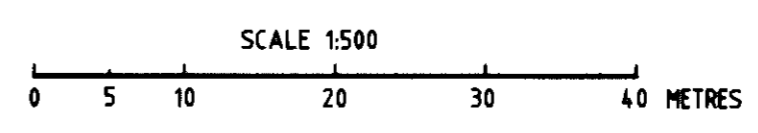
X20995/4

SG/AG CO-ORDINATES OF REFERENCE MARKS		
CRM No	E	N
M236	201342.30	601194.63
M239	201389.395	601260.135
M240	201319.165	601242.805
M241	201206.465	601297.765
M242	201371.40	601346.805
SR 1747	201420.565	601170.25
SRM 802	201349.015	601429.73



THIS IS SHEET 5 OF MY PLAN IN 6 SHEETS  
 DATED 29-04-2016  
 (Signature) *David M...*  
 Surveyor registered under the Surveyors Act 2007

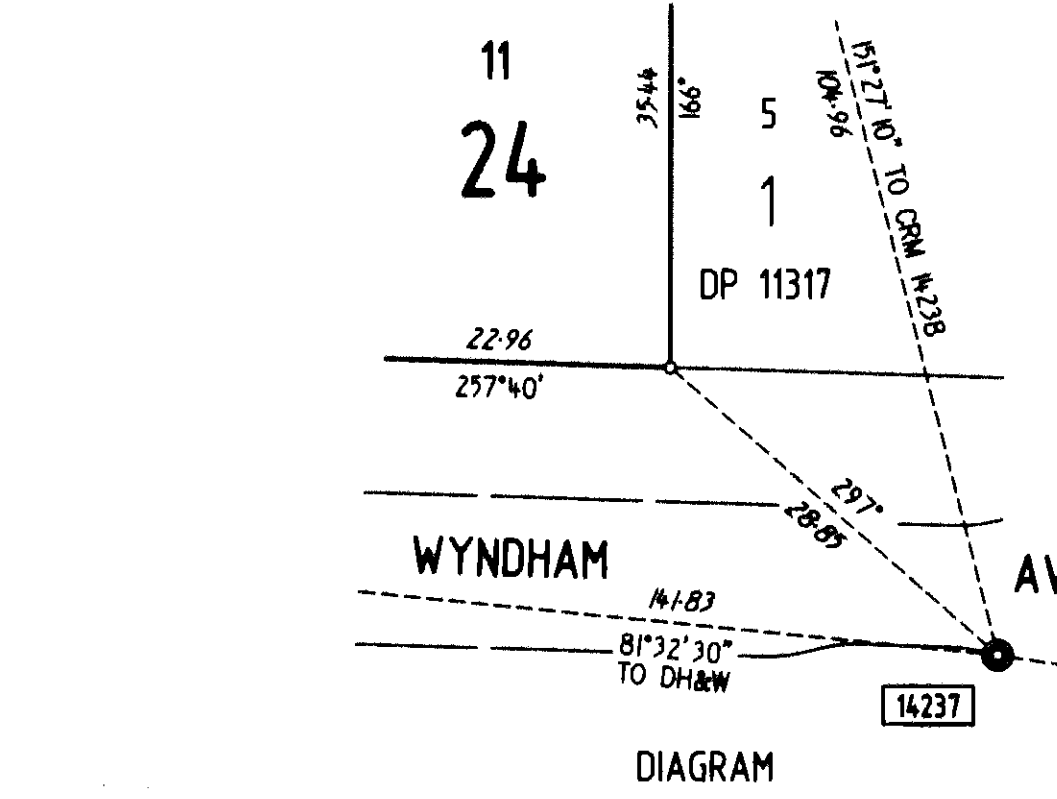
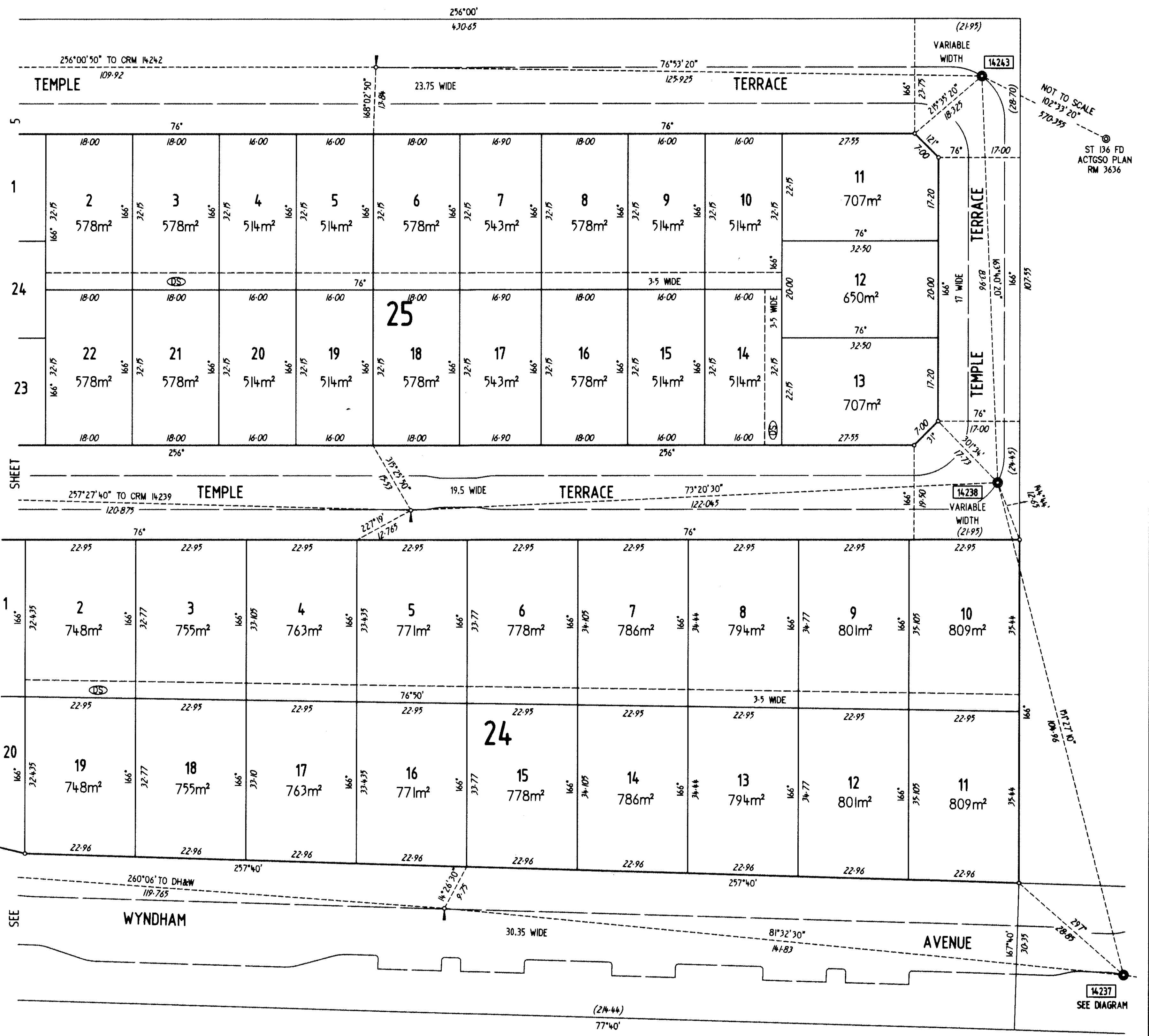
DEPOSITED PLAN  
**11396/5**



X20995/5

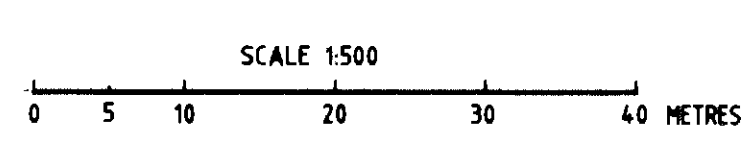
SG/AG CO-ORDINATES OF REFERENCE MARKS		
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14238	201624.305	601321.365
14243	201600.705	601401.935
ST 137	202157.415	601277.94

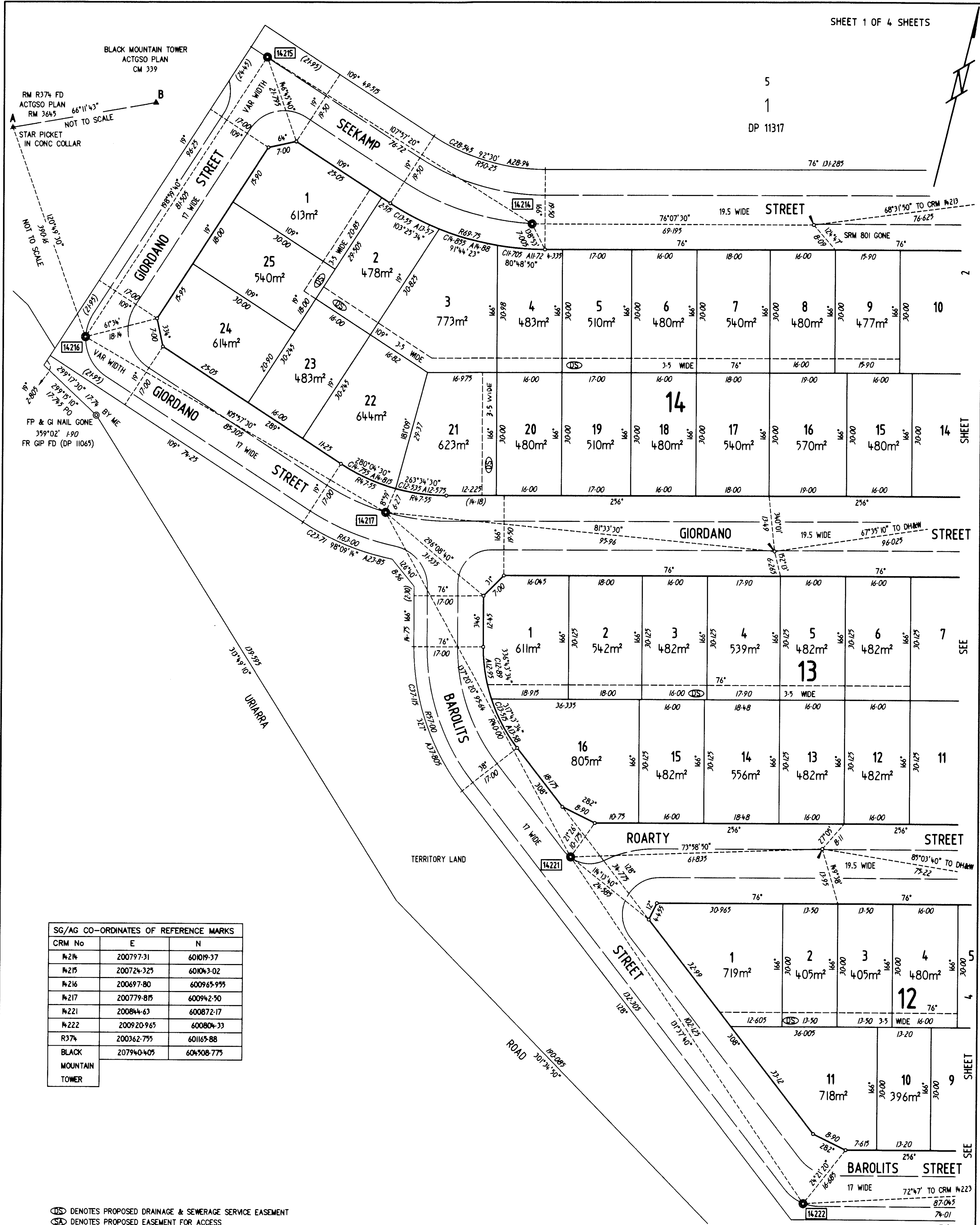
5  
1  
DP 11317



THIS IS SHEET 6 OF MY PLAN IN 6 SHEETS  
 DATED 29-04-2016  
 (Signature) David W.  
 Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN  
**1139616**





CRM No	E	N
#214	200797.31	601019.37
#215	200724.325	601043.02
#216	200697.80	600965.995
#217	200779.815	600942.50
#221	200844.63	600872.17
#222	200920.965	600804.33
R374	200362.755	601165.88
BLACK MOUNTAIN TOWER	207940.405	604308.775

Ⓧ DENOTES PROPOSED DRAINAGE & SEWERAGE SERVICE EASEMENT  
 Ⓜ DENOTES PROPOSED EASEMENT FOR ACCESS

THIS IS SHEET 1 OF MY PLAN IN 4 SHEETS

**REFERENCE MARKS**

- ⊙ Denotes GIP
- ⊕ Denotes PLAQUE IN KERB
- ⊙ Denotes DEEP DRIVEN ROD
- ⊙ Denotes DH&W IN KERB
- ⊙ Denotes DH&W IN KERB (Except as otherwise shown)

**NOTE**

All Easements are 2.5 metres wide (Except as otherwise shown)

Azimuth: A-B (Strom)

Field Books:  
 Surveyor's Ref : 08046.32\_ST\_1A2

I, WILLIAM ROBERT CAMPBELL of LANDdata SURVEYS Pty Ltd CANBERRA a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 4 APRIL 2016

(Signature) *William Robert Campbell* 19-04-2016  
 Surveyor registered under the Surveyors Act 2007.

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

*William Robert Campbell* 19-04-2016  
 Surveyor-General of the ACT

**PLAN OF**  
 BLOCKS 1-5&14 SECTION 9, BLKS 1-7&37-44 SEC 10, BLKS 1-10&15-22 SEC 11  
 BLKS 1-11 SEC 12, BLKS 1-16 SEC 13, BLKS 1-25 SEC 14,  
 BLKS 1-14 SEC 15, BLKS 1-18 SEC 16, BLKS 1-8&11-18 SEC 17,  
 BLKS 1-2&13-18 SEC 18, BLKS 1-12&21-32 SEC 21 & BLKS 10-13 SEC 22

DIVISION: DENMAN PROSPECT  
 DISTRICT: MOLONGLO VALLEY  
 AUSTRALIAN CAPITAL TERRITORY

SCALE 1:500

0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the Twenty second day of April 2016 at ten minutes past ten o'clock in the fore noon

Approved *David Snowden*  
 David Snowden  
 Registrar-General

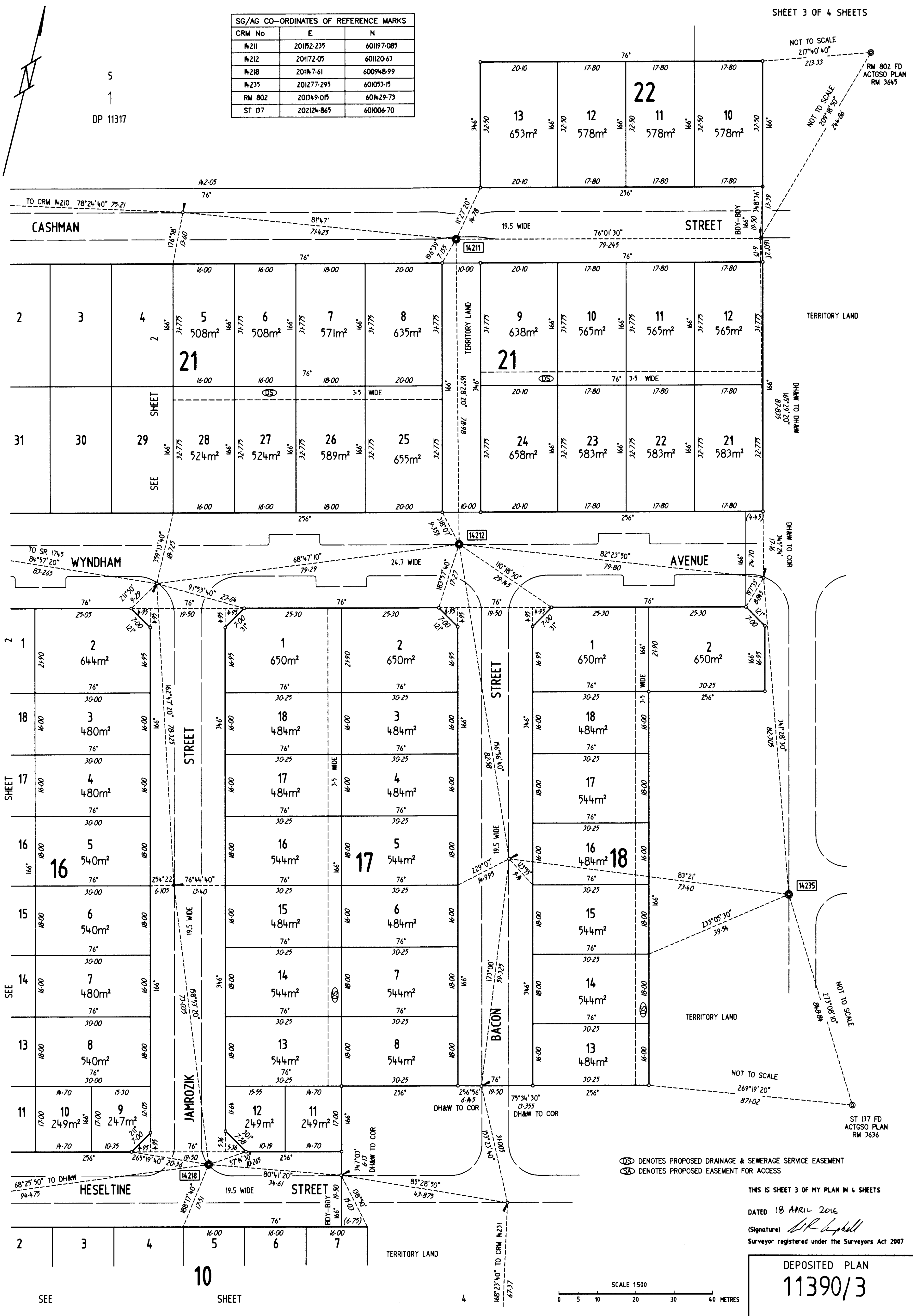
**DEPOSITED PLAN**  
 11390/1

X20988/1



CRM No	E	N
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M212	201172-05	601120-63
M218	201117-61	600948-99
M235	201277-295	601053-15
RM 802	201319-015	601129-73
ST 137	202124-865	601006-70

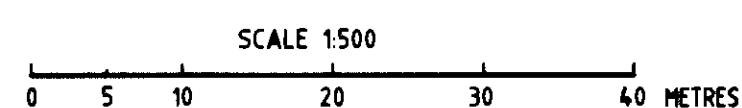
5  
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DP 11317

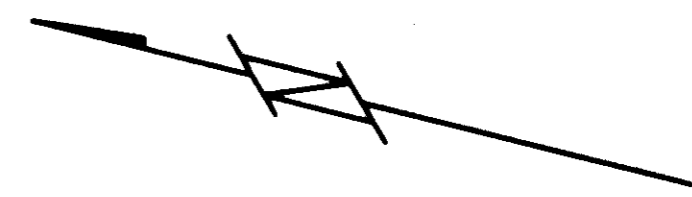


Ⓧ DENOTES PROPOSED DRAINAGE & SEWERAGE SERVICE EASEMENT  
Ⓧ DENOTES PROPOSED EASEMENT FOR ACCESS

THIS IS SHEET 3 OF MY PLAN IN 4 SHEETS  
DATED 18 APRIL 2016  
(Signature) *D.R. Lyell*  
Surveyor registered under the Surveyors Act 2007

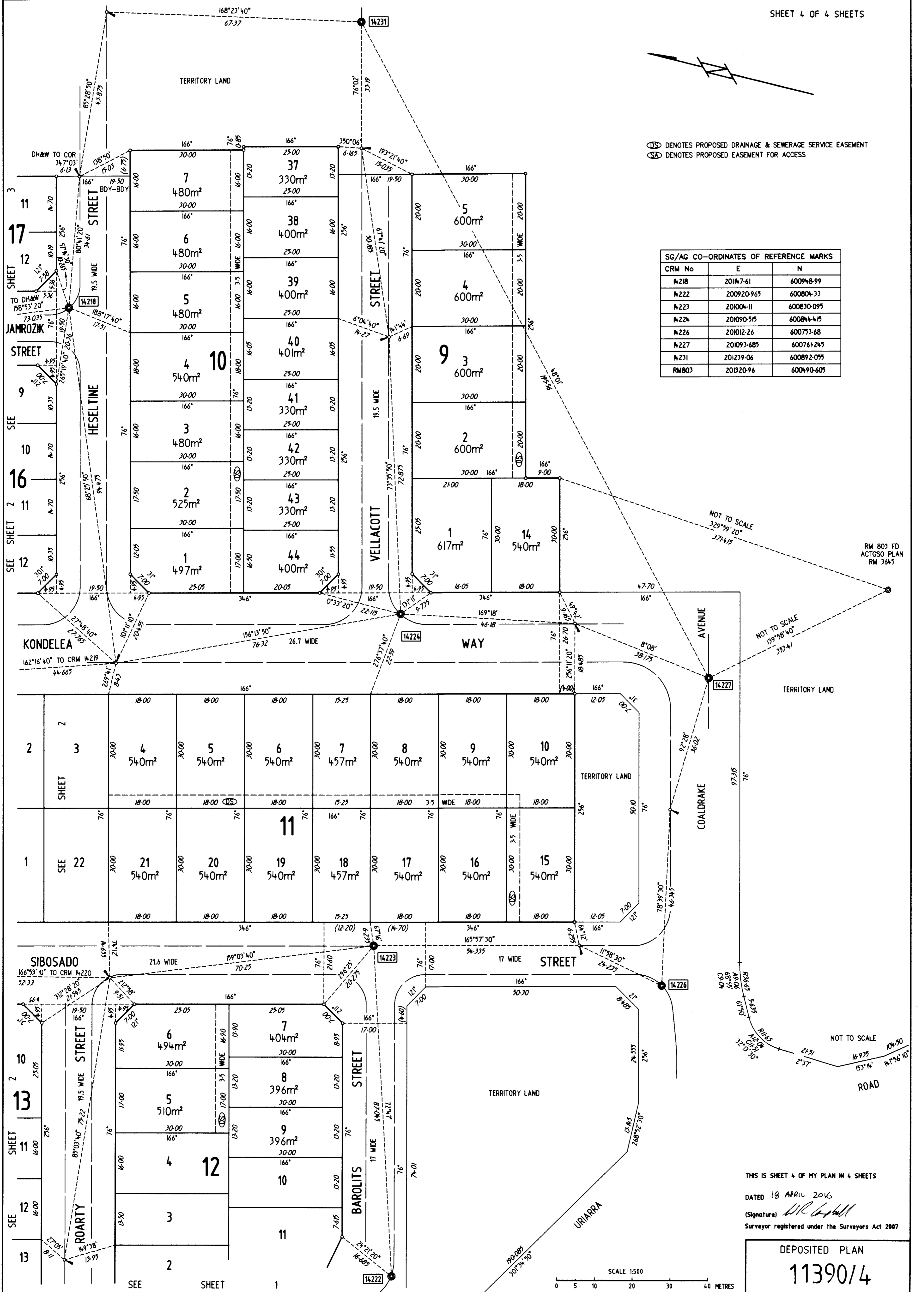
DEPOSITED PLAN  
11390/3





Ⓢ DENOTES PROPOSED DRAINAGE & SEWERAGE SERVICE EASEMENT  
 ⓐ DENOTES PROPOSED EASEMENT FOR ACCESS

CRM No	E	N
M218	201047-61	600948-99
M222	200920-965	600804-33
M223	201004-11	600830-095
M224	201090-515	600844-415
M226	201012-26	600753-68
M227	201093-685	600761-245
M231	201239-06	600892-095
RM803	201320-96	600490-605



NOT TO SCALE  
 325°59'20"  
 371.415

RM 803 FD  
 ACTGSO PLAN  
 RM 3645

NOT TO SCALE  
 139°58'40"  
 353.41

TERRITORY LAND

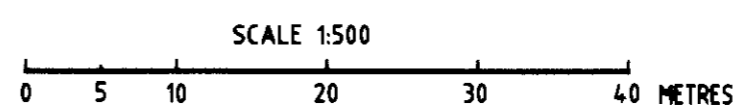
TERRITORY LAND

NOT TO SCALE  
 104°30'  
 16.935  
 153°14'  
 141°56'10"

ROAD

THIS IS SHEET 4 OF MY PLAN IN 4 SHEETS  
 DATED 18 APRIL 2016  
 (Signature) *[Handwritten Signature]*  
 Surveyor registered under the Surveyors Act 2007

DEPOSITED PLAN  
**11390/4**



X20988/4



**Annexure D**

**Block Plans**



# LEGEND

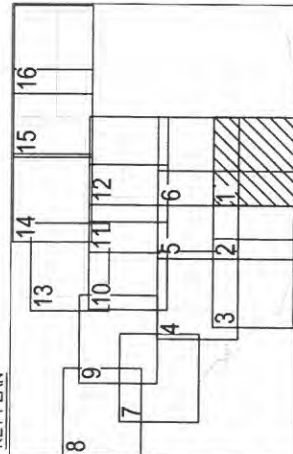
- 450m<sup>2</sup> BLOCK AREA (m<sup>2</sup>)
- 30.0 BLOCK DIMENSIONS
- SINGLE DWELLING DRIVEWAY
- FOOTPATHS
- INDICATIVE TREE LOCATION
- COMBINED SERVICE EASEMENT 3.5m WIDE
- BLOCK REQUIRES UTILITY MAINTENANCE ACCESS EASEMENT  
Maintenance and emergency access routes are required where sewerage mains are located on leased land and buyers must comply with the requirements of Utility Providers by law.  
Contact Icon Water on (02) 6248 3111 or [talktous@iconwater.com.au](mailto:talktous@iconwater.com.au) for further information.

- (C)** CORNER BLOCK  
Dwellings sited on corner blocks (or having two or more frontages) should present an attractive elevation on all frontages by providing window and articulation elements in wall planes facing both streets. Two storey buildings are encouraged.
- (O)** BLOCK ADJACENT TO OPEN SPACE  
Corner blocks adjacent to the school site will not be permitted to have a secondary driveway crossing accessed from Road 03.
- (2.5)** BUILDINGS LOCATED IN A DESIGNATED BUSHFIRE PRONE AREA ARE TO BE CONSTRUCTED IN ACCORDANCE WITH AS 3959-2009 (NATIONAL CONSTRUCTION CODE VOLUME 2, 3.7.4 BUSHFIRE AREAS)

- FENCING BY DEVELOPER
- NO SECONDARY DRIVEWAY PERMITTED

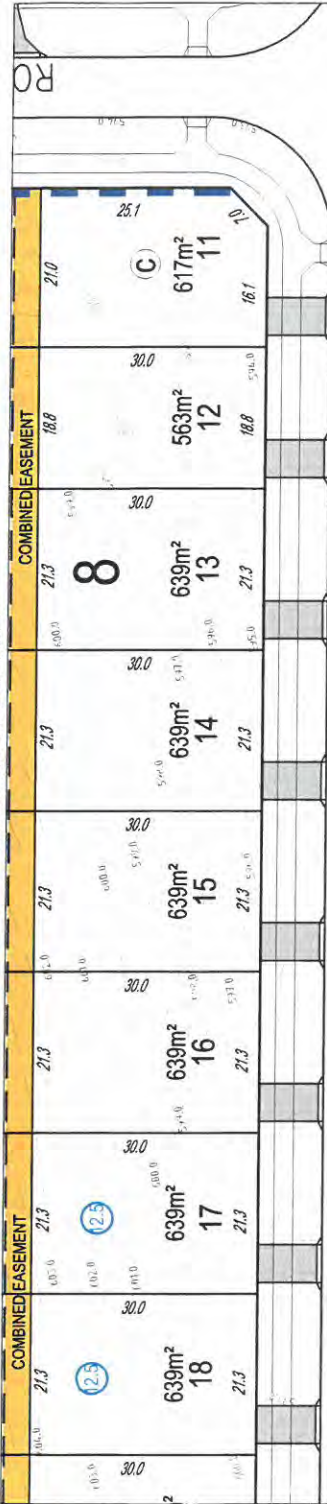
- NOTES:**
- PLAN SUBJECT TO SURVEY - FINAL DIMENSIONS AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS AND DISTANCES ARE IN METRES.
  - CONTOUR INTERVAL IS 0.5m. CONTOURS REPRESENT PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE. LEVELS SHOULD BE VERIFIED BY LESSEES.
  - POSITION OF HYDRAULIC & ELECTRICAL SERVICES TO BE CONFIRMED BY ENGINEERING PLANS.

## KEY PLAN

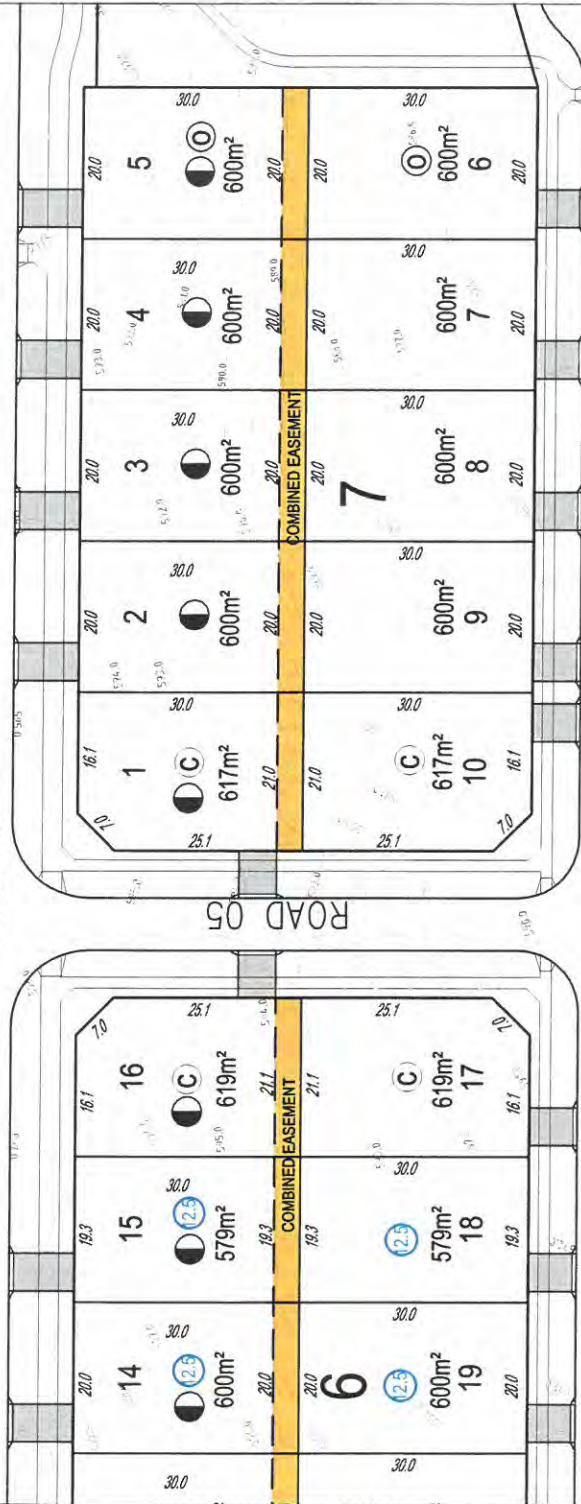


FOR CONTINUATION REFER TO BDP 6

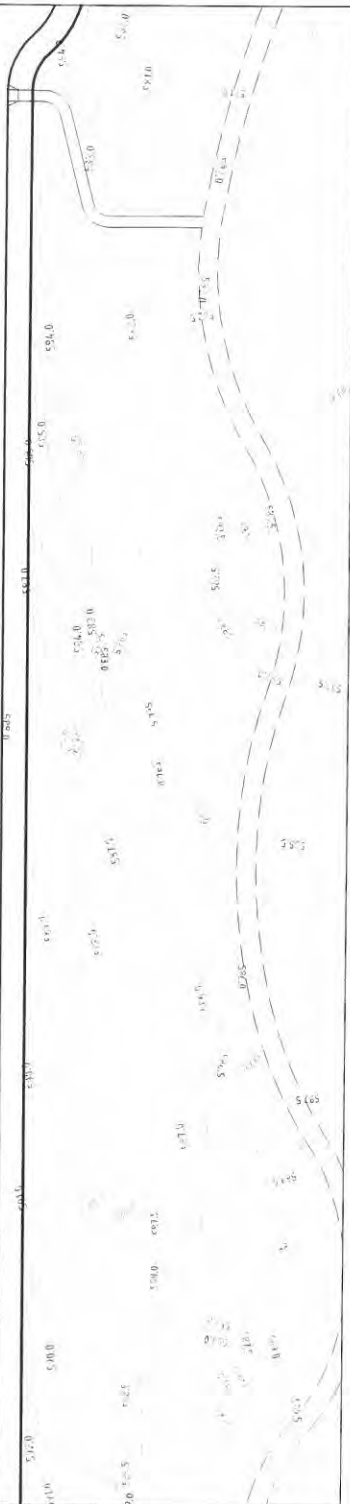
FOR CONTINUATION REFER TO BDP 2



## ROAD 02



## ROAD 04



### AMENDMENT DETAILS

NO.	DESCRIPTION (SEE APPROVAL DATE)	DATE
A	FOR COMMENT	10/03/15
B	FOR COMMENT	22/04/15
C	FOR COMMENT	20/04/15
D	FOR COMMENT	21/11/15
E	FOR COMMENT	
F	FOR COMMENT	

### SCALE (METRES)



### CLIENT

**CAPITAL ESTATE DEVELOPMENTS**

### CONSULTANTS

**SPACELAB CONSULTING**  
**calibre CONSULTING**

### CLIENT

**DENMAN PROSPECT ESTATE**  
STAGE 1A

### DRAWING TITLE

BLOCK DETAILS PLAN  
SHEET 1 OF 16

### DRAWING NUMBER

13-1032 BDP1A.1

### AMEND

D



# LEGEND

- 450m<sup>2</sup> BLOCK AREA (m<sup>2</sup>)
- 30.0 BLOCK DIMENSIONS
- SINGLE DWELLING DRIVEWAY
- FOOTPATHS
- INDICATIVE TREE LOCATION
- COMBINED SERVICE EASEMENT 3.5m WIDE
- BLOCK REQUIRES UTILITY MAINTENANCE ACCESS EASEMENT

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## BLOCK ADJACENT TO OPEN SPACE

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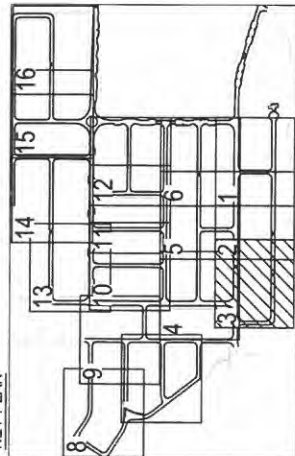
BUILDINGS LOCATED IN A DESIGNATED BUSHFIRE PRONE AREA ARE TO BE CONSTRUCTED IN ACCORDANCE WITH AS 3959-2009 (NATIONAL CONSTRUCTION CODE VOLUME 2, 3, 7, 4 BUSHFIRE AREAS)

- FENCING BY DEVELOPER
- NO SECONDARY DRIVEWAY PERMITTED

## NOTES:

- PLAN SUBJECT TO SURVEY - FINAL DIMENSIONS AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS AND DISTANCES ARE IN METRES.
- CONTOUR INTERVAL IS 0.5m. CONTOURS REPRESENT PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE. LEVELS SHOULD BE VERIFIED BY LESSEES.
- POSITION OF HYDRAULIC & ELECTRICAL SERVICES TO BE CONFIRMED BY ENGINEERING PLANS.

## KEY PLAN



## REVISIONS

NO.	DESCRIPTION	DATE
1	NA	13.03.15
2	NA	13.03.15
3	NA	13.03.15
4	NA	13.03.15
5	NA	13.03.15
6	NA	13.03.15
7	NA	13.03.15
8	NA	13.03.15
9	NA	13.03.15
10	NA	13.03.15
11	NA	13.03.15
12	NA	13.03.15
13	NA	13.03.15
14	NA	13.03.15
15	NA	13.03.15
16	NA	13.03.15

## AMENDMENT DETAILS

NO.	DESCRIPTION	DATE
1	NA	13.03.15
2	NA	13.03.15
3	NA	13.03.15
4	NA	13.03.15
5	NA	13.03.15
6	NA	13.03.15
7	NA	13.03.15
8	NA	13.03.15
9	NA	13.03.15
10	NA	13.03.15
11	NA	13.03.15
12	NA	13.03.15
13	NA	13.03.15
14	NA	13.03.15
15	NA	13.03.15
16	NA	13.03.15

## CLIENT

**CAPITAL ESTATE DEVELOPMENTS**

## DENMAN PROSPECT ESTATE

STAGE 1A

## CONSULTANTS

**SPACELAB CONSULTANTS**  
 13-1032 BDPTA.3

## CONSULTANTS

**calibre CONSULTANTS**

## DRAWING TITLE

BLOCK DETAILS PLAN  
 SHEET 3 OF 16

## DRAWING NUMBER

13-1032 BDPTA.3

## AME NO

D

FOR CONTINUATION REFER TO BDP 4

FOR CONTINUATION REFER TO BDP 4

FOR CONTINUATION REFER TO BDP 2



# LEGEND

- 450m<sup>2</sup> BLOCK AREA (m<sup>2</sup>)
- 30.0 BLOCK DIMENSIONS
- SINGLE DWELLING DRIVEWAY
- FOOTPATHS
- INDICATIVE TREE LOCATION
- COMBINED SERVICE EASEMENT 3.5m WIDE
- BLOCK REQUIRES UTILITY MAINTENANCE ACCESS EASEMENT  
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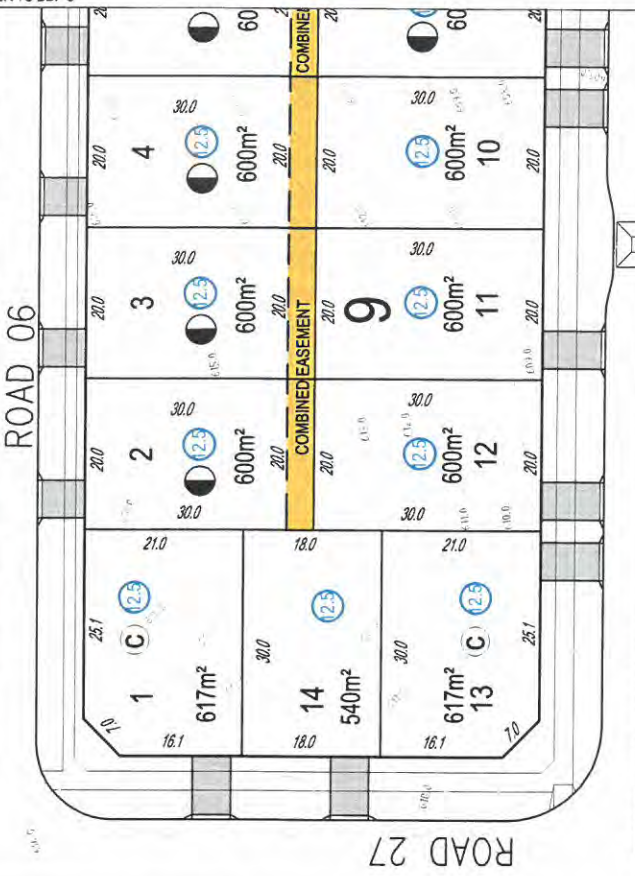
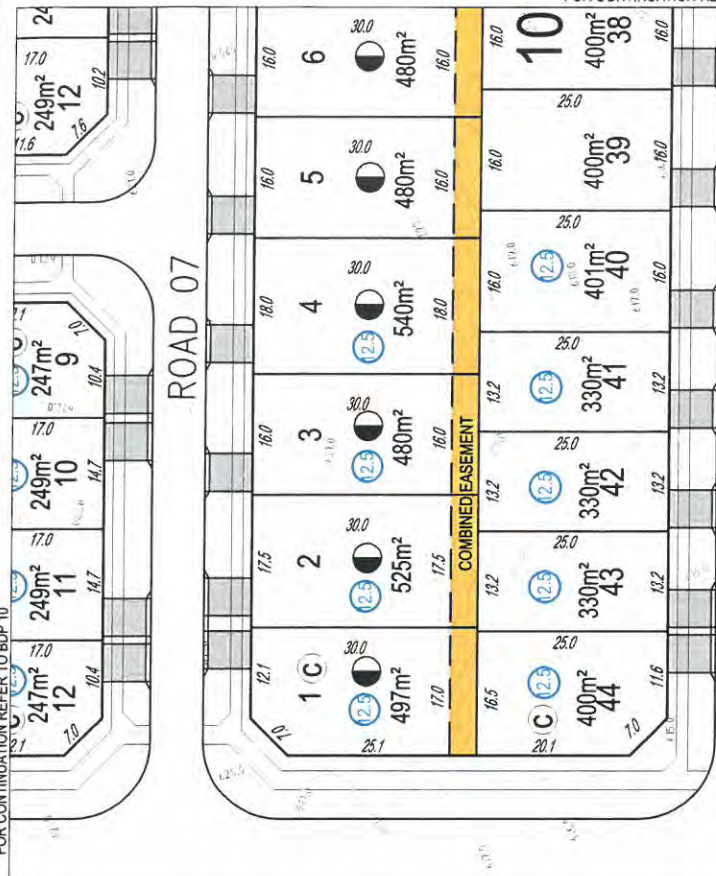
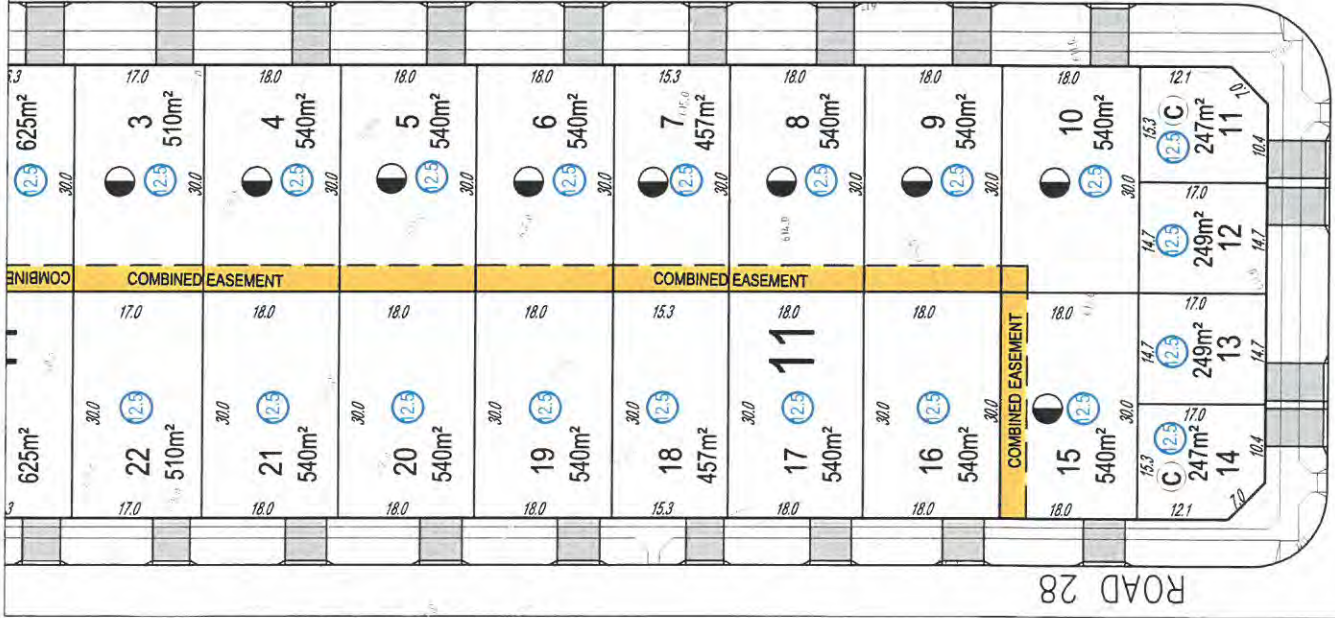
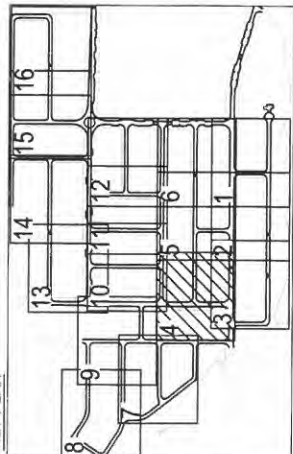
FOR CONTINUATION REFER TO BDP 7

FOR CONTINUATION REFER TO BDP 5

## NOTES:

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## KEY PLAN



FOR CONTINUATION REFER TO BDP 10

FOR CONTINUATION REFER TO BDP 3

CLIENT

**CAPITAL ESTATE DEVELOPMENTS**

**DENMAN PROSPECT ESTATE**  
STAGE 1A

CONSULTANTS

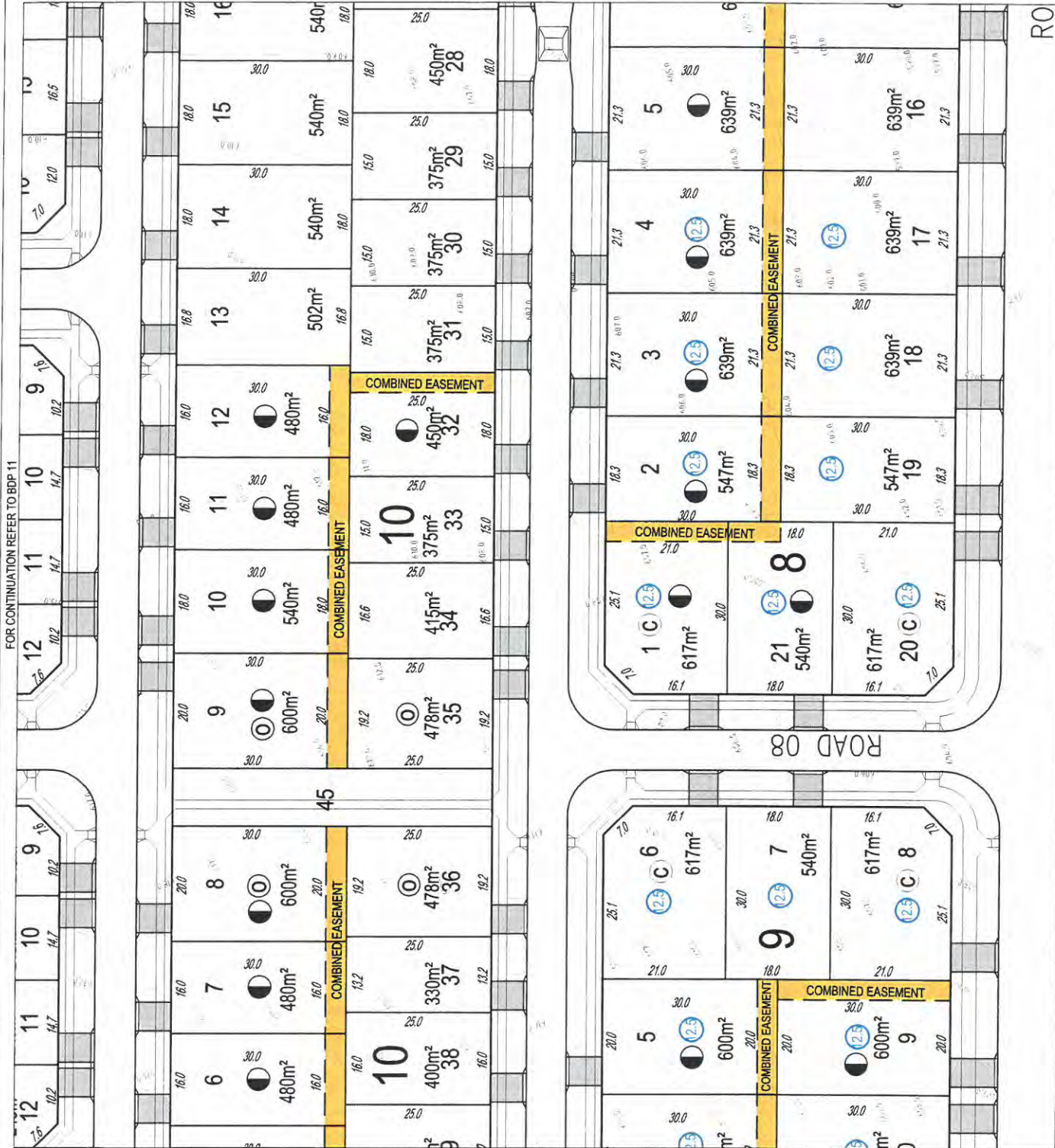
**SPACELAB CONSULTING**  
**calibre**  
CONSULTING

DRAWING TITLE  
**BLOCK DETAILS PLAN**  
SHEET 4 OF 16  
DRAWING NUMBER  
13-1032 BDP1A.4  
AMEND.  
D

SCALE (METRES)

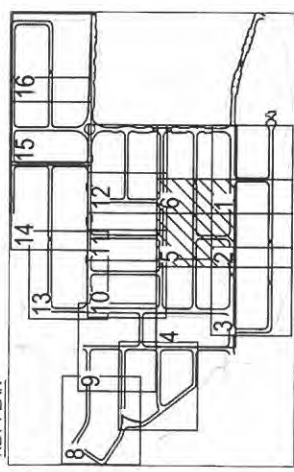


NO.	REVISION	DATE	BY	CHKD BY	APPROVED BY
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23	ISSUE FOR COMMENT	13/03/18	JE	JE	JE
24	ISSUE FOR COMMENT	13/03/18	JE	JE	JE



- LEGEND**
- 450m² BLOCK AREA (m²)
  - 30.0 BLOCK DIMENSIONS
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<p>DRAWING NUMBER</p> <p><b>13-1032 BDP1A.5</b></p>		<p>AREA NO.</p> <p><b>D</b></p>																																																																														





**LEGEND**

- 450m<sup>2</sup> BLOCK AREA (m<sup>2</sup>)
- 30.0 BLOCK DIMENSIONS
- SINGLE DWELLING DRIVEWAY
- FOOTPATHS
- INDICATIVE TREE LOCATION
- COMBINED SERVICE EASEMENT 3.5m WIDE

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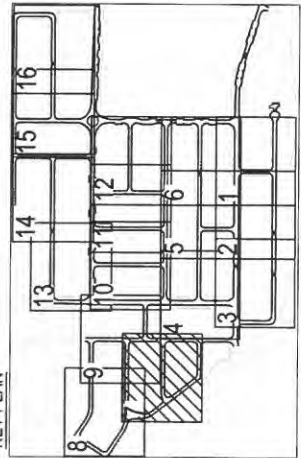
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**KEY PLAN**



FOR CONTINUATION REFER TO BDP 8

FOR CONTINUATION REFER TO BDP 9



DATE	REVISION	DESCRIPTION
13/03/15	1	FOR COMMENT
23/04/15	2	UPDATES MADE AS PER CLIENTS REVIEW
20/04/15	3	UPDATES MADE AS PER CLIENTS REVIEW
24/11/15	4	UPDATES MADE AS PER CLIENTS REVIEW
24/11/15	5	UPDATES MADE AS PER CLIENTS REVIEW
24/11/15	6	UPDATES MADE AS PER CLIENTS REVIEW

CLIENT

**CAPITAL ESTATE DEVELOPMENTS**

**DENMAN PROSPECT ESTATE**  
 STAGE 1A

CONSULTANTS

**SPACELAB**  
 CONSULTING ENGINEERS ARCHITECTS

**calibre**  
 CONSULTING ENGINEERS ARCHITECTS

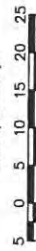
DRAWING TITLE  
**BLOCK DETAILS PLAN**

SHEET 7 OF 16

DRAWING NUMBER  
 13-1032 BDP-1A.7

AMEND

D



SCALE ( METRES )

1:1000

# LEGEND

450m<sup>2</sup> BLOCK AREA (m<sup>2</sup>)

30.0 BLOCK DIMENSIONS

SINGLE DWELLING DRIVEWAY

FOOTPATHS

INDICATIVE TREE LOCATION

COMBINED SERVICE EASEMENT 3.5m WIDE

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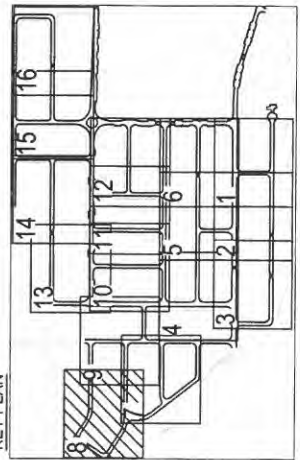
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## KEY PLAN



## REVISIONS

NO.	DATE	BY	REASON
A	14.03.19	JE	FOR COMMENT
B	22.04.19	JE	UPDATES MADE AS PER CLIENTS REVIEW
C	20.06.19	JE	UPDATES MADE AS PER CLIENTS REVIEW
D	24.11.19	JE	UPDATES MADE AS PER CLIENTS REVIEW
E			
F			

## CLIENT

**CAPITAL ESTATE DEVELOPMENTS**

## CONSULTANTS

**DENMAN PROSPECT ESTATE STAGE 1A**



**SPACELAB CONSULTING ENGINEERS ARCHITECTS**



**calibre CONSULTANTS**

## DRAWING TITLE

**BLOCK DETAILS PLAN SHEET 8 OF 16**

## DRAWING NUMBER

**13-1032 BDP1A.8**

## AMEND

**D**

FOR CONTINUATION REFER TO BDP 9

FOR CONTINUATION REFER TO BDP 7

ROAD 25

ROAD 23

ROAD 23



FOR CONTINUATION REFER TO BDP 9

FOR CONTINUATION REFER TO BDP 7

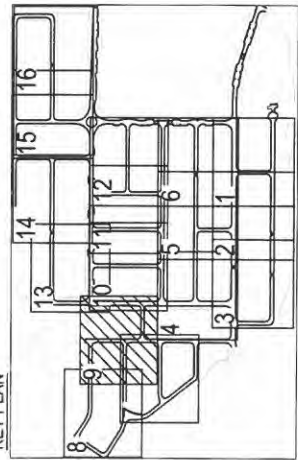
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- 30.0 BLOCK DIMENSIONS
- SINGLE DWELLING DRIVEWAY
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KEY PLAN



FOR CONTINUATION REFER TO BDP 8

FOR CONTINUATION REFER TO BDP 10



FOR CONTINUATION REFER TO BDP 7

<p>CLIENT</p> <p><b>DENMAN PROSPECT ESTATE</b></p> <p>STAGE 1A</p>		<p>CONSULTANTS</p> <p><b>SPACELAB</b></p> <p>CONSULTANTS</p>		<p>DRAWING TITLE</p> <p><b>BLOCK DETAILS PLAN</b></p> <p>SHEET 9 OF 16</p>																
<p>SCALE ( METRES )</p> <p>5 0 5 10 15 20 25</p> <p>1:1000</p>		<p>CLIENT</p> <p><b>CAPITAL ESTATE DEVELOPMENTS</b></p>		<p>DRAWING NUMBER</p> <p>13-1032 BDP1A.9</p>																
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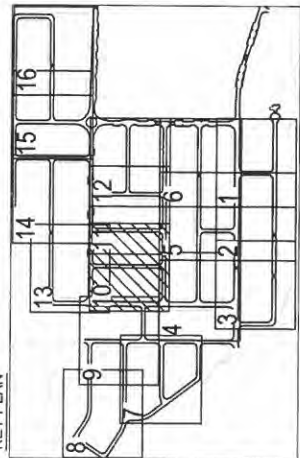
**LEGEND**

- 450m<sup>2</sup> BLOCK AREA (m<sup>2</sup>)
- 30.0 BLOCK DIMENSIONS
- SINGLE DWELLING DRIVEWAY
- FOOTPATHS
- INDICATIVE TREE LOCATION
- COMBINED SERVICE EASEMENT 3.5m WIDE
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- FENCING BY DEVELOPER
- NO SECONDARY DRIVEWAY PERMITTED

FOR CONTINUATION REFER TO BDP 9

- NOTES:**
- PLAN SUBJECT TO SURVEY - FINAL DIMENSIONS AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS AND DISTANCES ARE IN METRES.
  - CONTOUR INTERVAL IS 0.5m. CONTOURS REPRESENT PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE. LEVELS SHOULD BE VERIFIED BY LESSEES.
  - POSITION OF HYDRAULIC & ELECTRICAL SERVICES TO BE CONFIRMED BY ENGINEERING PLANS.

KEY PLAN



FOR CONTINUATION REFER TO BDP 11

SCALE ( METRES )



1:1000

CLIENT

**CAPITAL ESTATE**  
DEVELOPMENTS

**DENMAN PROSPECT**  
ESTATE  
STAGE 1A

CONSULTANTS

**SPACELAB**  
CONSULTANTS  
**calibre**  
CONSULTANTS

FOR CONTINUATION REFER TO BDP 4

DRAWING TITLE  
BLOCK DETAILS PLAN  
SHEET 10 OF 16

DRAWING NUMBER  
13-1032 BDP1A.10

AMEND

D

FOR CONTINUATION REFER TO BDP 14

FOR CONTINUATION REFER TO BDP 13

FOR CONTINUATION REFER TO BDP 12

FOR CONTINUATION REFER TO BDP 10

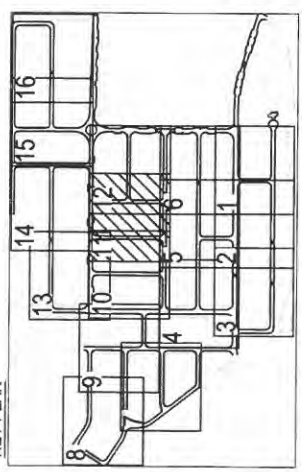
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**KEY PLAN**



<p>FOR CONTINUATION REFER TO BDP 14</p>	<p>FOR CONTINUATION REFER TO BDP 13</p>	<p>FOR CONTINUATION REFER TO BDP 12</p>	<p>FOR CONTINUATION REFER TO BDP 10</p>	<p>FOR CONTINUATION REFER TO BDP 5</p>	<p>FOR CONTINUATION REFER TO BDP 1</p>																																																																														
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**LEGEND**

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- FOOTPATHS
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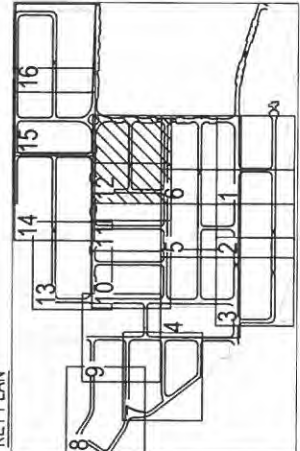
**FENCING BY DEVELOPER**

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**KEY PLAN**



FOR CONTINUATION REFER TO BDP 14

FOR CONTINUATION REFER TO BDP 15

FOR CONTINUATION REFER TO BDP 11

FOR CONTINUATION REFER TO BDP 6



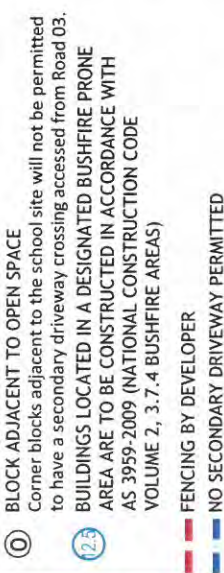
<p>DATE: 14/03/15                  DRAWN: [ ]                  CHECKED: [ ]                  APPROVED: [ ]</p>	<p>AMENDMENT DETAILS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>14/03/15</td> <td>FOR COMMENT</td> </tr> <tr> <td>2</td> <td>22/04/15</td> <td>UPDATES MADE AS PER CLIENT'S REVIEW</td> </tr> <tr> <td>3</td> <td>20/06/15</td> <td>UPDATES MADE AS PER CLIENT'S REVIEW</td> </tr> <tr> <td>4</td> <td>24/11/15</td> <td>UPDATES MADE AS PER CLIENT'S REVIEW</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	14/03/15	FOR COMMENT	2	22/04/15	UPDATES MADE AS PER CLIENT'S REVIEW	3	20/06/15	UPDATES MADE AS PER CLIENT'S REVIEW	4	24/11/15	UPDATES MADE AS PER CLIENT'S REVIEW	<p>CLIENT: <b>CAPITAL ESTATE DEVELOPMENTS</b></p> <p>CONTRACT: <b>DENMAN PROSPECT ESTATE STAGE 1A</b></p> <p>CONSULTANTS: <b>SPACELAB CONSULTING ENGINEERS PTY LTD</b></p> <p>DRAWING NUMBER: <b>13-1032 BDP-1A-12</b></p> <p>DRAWING TITLE: <b>BLOCK DETAILS PLAN SHEET 12 OF 16</b></p> <p>AMEND: <b>D</b></p>	<p>SCALE (METRES)</p> <p>1:1000</p>
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**LEGEND**

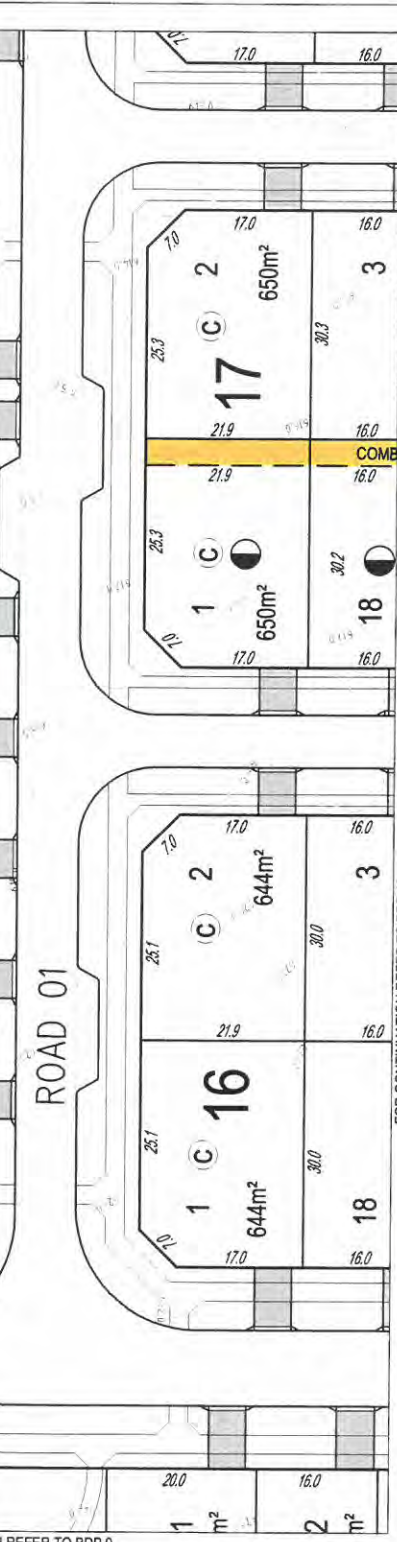
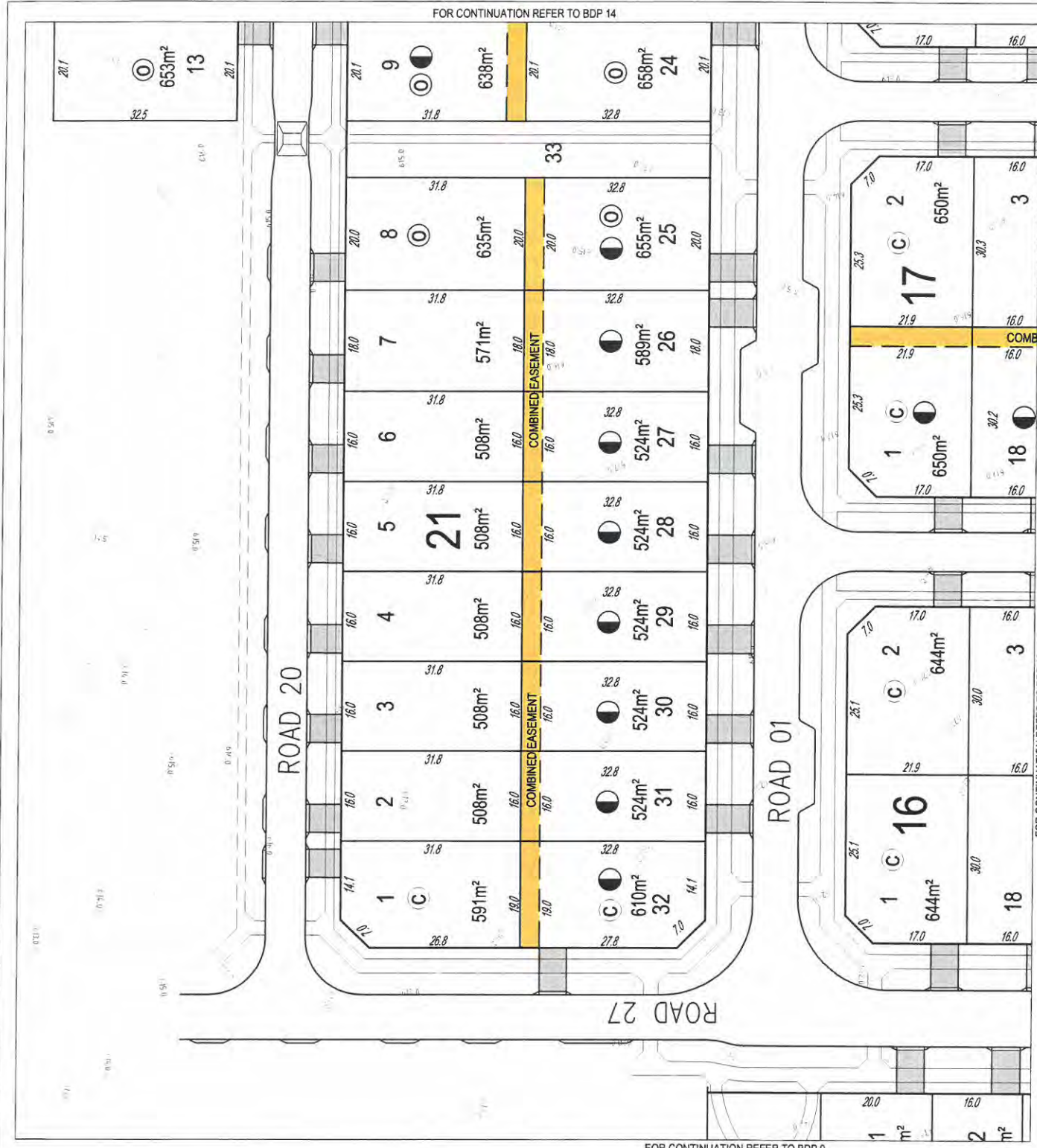
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FOR CONTINUATION REFER TO BDP 9



<p>CONSULTANTS</p> <p><b>SPACELAB</b> ARCHITECTS &amp; PLANNERS PTY. LTD.</p> <p><b>calibre</b> DESIGN PTY. LTD.</p>		<p>DRAWING NUMBER</p> <p>13-1032 BDP/TA.13</p>	<p>AMEND</p> <p>E</p>
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<p>SCALE ( METRES )</p> <p>5 0 5 10 15 20 25</p> <p>1:1000</p>		<p>FOR CONTINUATION REFER TO BDP 9</p> <p>FOR CONTINUATION REFER TO BDP 10</p> <p>FOR CONTINUATION REFER TO BDP 11</p>	

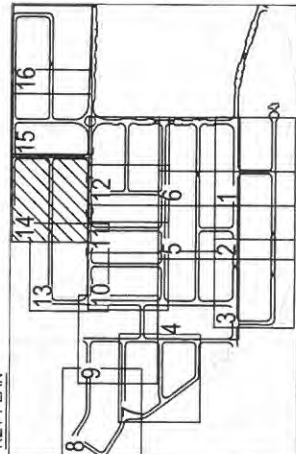
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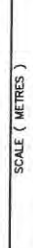
**KEY PLAN**



FOR CONTINUATION REFER TO BDP 13

FOR CONTINUATION REFER TO BDP 11

FOR CONTINUATION REFER TO BDP 12



1:1000

NO.	DESCRIPTION	DATE
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AMENDMENT DETAILS

FOR CONTINUATION REFER TO BDP 11  
FOR CONTINUATION REFER TO BDP 12  
FOR CONTINUATION REFER TO BDP 15

CAPITAL ESTATE DEVELOPMENTS

DENMAN PROSPECT ESTATE STAGE 1A

CONSULTANTS



DRAWING TITLE

BLOCK DETAILS PLAN SHEET 14 OF 16

DRAWING NUMBER

13-1032 BDP/1A.14

ALLEN

D



**LEGEND**

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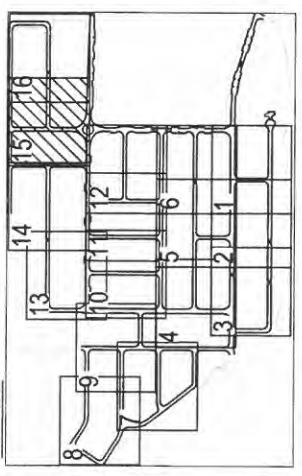
**FENCING BY DEVELOPER**

NO SECONDARY DRIVEWAY PERMITTED

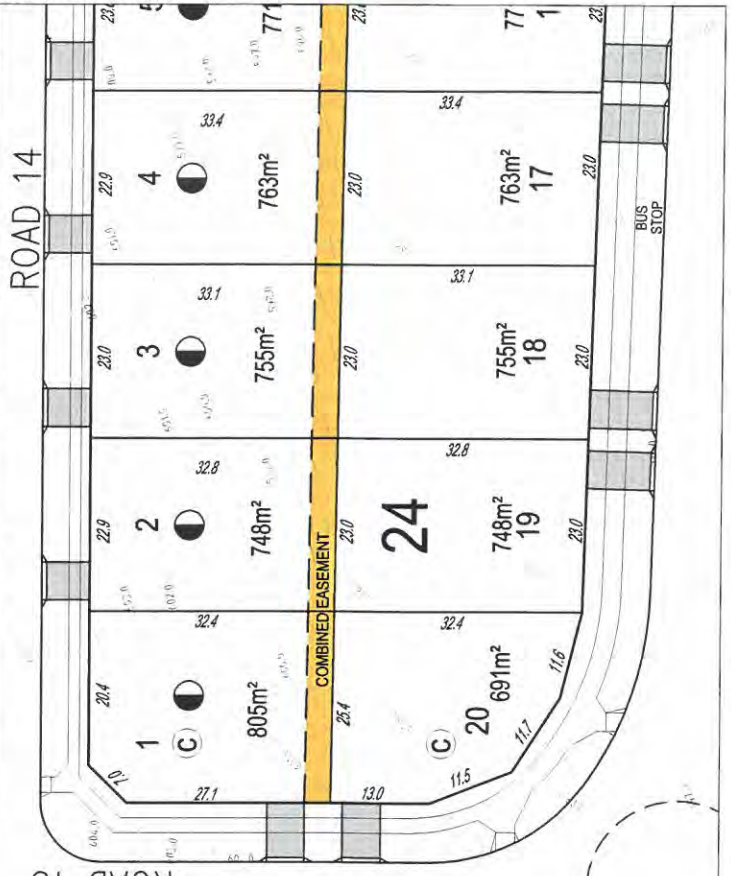
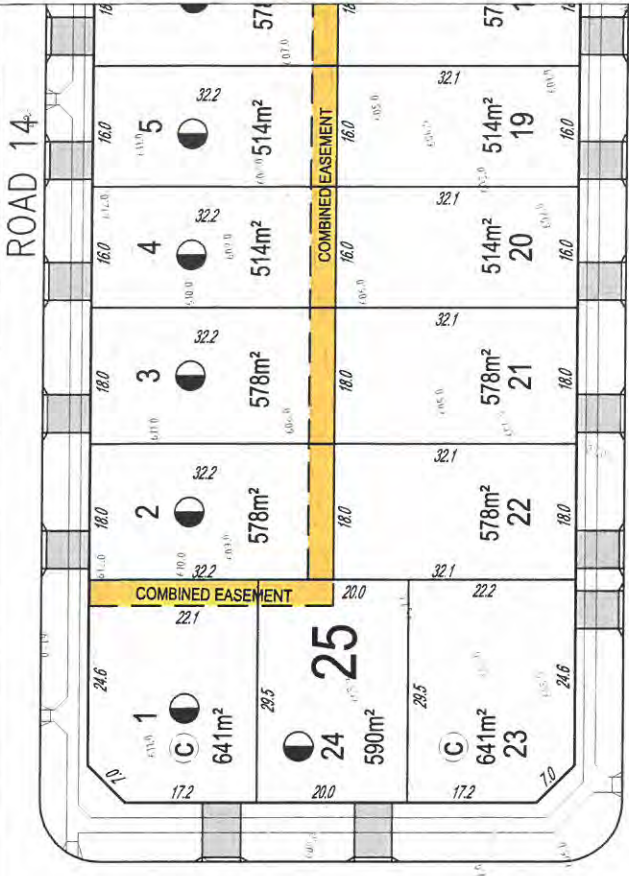
**NOTES:**

- PLAN SUBJECT TO SURVEY - FINAL DIMENSIONS AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS AND DISTANCES ARE IN METRES.
- CONTOUR INTERVAL IS 0.5m. CONTOURS REPRESENT PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE. LEVELS SHOULD BE VERIFIED BY LESSEES.
- POSITION OF HYDRAULIC & ELECTRICAL SERVICES TO BE CONFIRMED BY ENGINEERING PLANS.

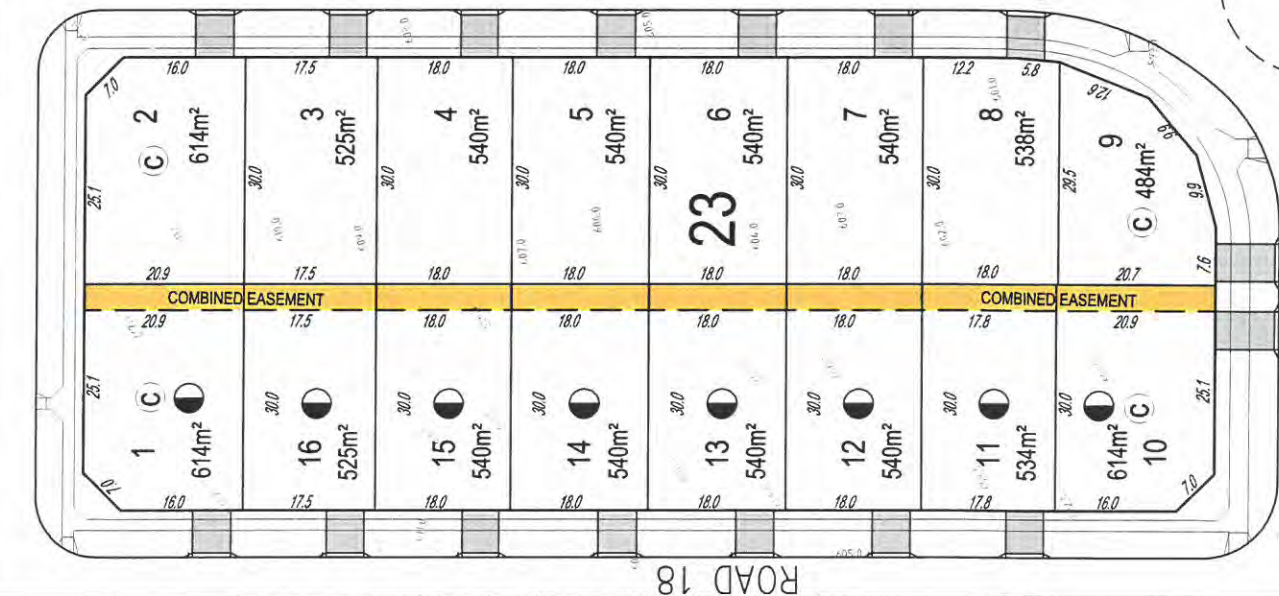
**KEY PLAN**



FOR CONTINUATION REFER TO BDP 16



ROAD 15



ROAD 18

FOR CONTINUATION REFER TO BDP 14

ROAD 01

DRAWING TITLE	BLOCK DETAILS PLAN
DRAWING NUMBER	SHEET 15 OF 16
PROJECT NUMBER	13-1032 BDP/14
DATE	D

CONSULTANTS

**DENMAN PROSPECT ESTATE**  
STAGE 1A

CLIENT

SCALE ( METRES )

1:1000

NO.	REVISION/DESCRIPTION	DATE
1	ISSUED FOR COMMENT	20/04/15
2	ISSUED FOR COMMENT	20/04/15
3	ISSUED FOR COMMENT	20/04/15
4	ISSUED FOR COMMENT	20/04/15
5	ISSUED FOR COMMENT	20/04/15
6	ISSUED FOR COMMENT	20/04/15
7	ISSUED FOR COMMENT	20/04/15
8	ISSUED FOR COMMENT	20/04/15
9	ISSUED FOR COMMENT	20/04/15
10	ISSUED FOR COMMENT	20/04/15
11	ISSUED FOR COMMENT	20/04/15
12	ISSUED FOR COMMENT	20/04/15
13	ISSUED FOR COMMENT	20/04/15
14	ISSUED FOR COMMENT	20/04/15
15	ISSUED FOR COMMENT	20/04/15
16	ISSUED FOR COMMENT	20/04/15
17	ISSUED FOR COMMENT	20/04/15
18	ISSUED FOR COMMENT	20/04/15
19	ISSUED FOR COMMENT	20/04/15
20	ISSUED FOR COMMENT	20/04/15
21	ISSUED FOR COMMENT	20/04/15
22	ISSUED FOR COMMENT	20/04/15
23	ISSUED FOR COMMENT	20/04/15
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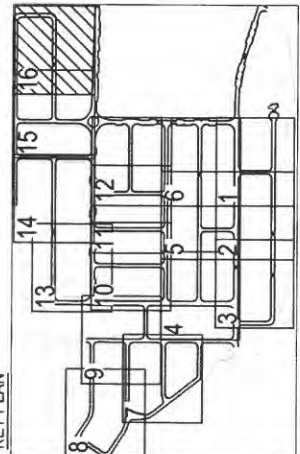
# LEGEND

- 450m<sup>2</sup> BLOCK AREA (m<sup>2</sup>)
- 30.0 BLOCK DIMENSIONS
- SINGLE DWELLING DRIVEWAY
- FOOTPATHS
- INDICATIVE TREE LOCATION
- COMBINED SERVICE EASEMENT 3.5m WIDE
- BLOCK REQUIRES UTILITY MAINTENANCE ACCESS EASEMENT  
Maintenance and emergency access routes are required where sewerage mains are located on leased land and buyers must comply with the requirements of Utility Providers by law. Contact Icon Water on (02) 6248 3111 or [talktous@iconwater.com.au](mailto:talktous@iconwater.com.au) for further information.
- CORNER BLOCK  
Dwellings sited on corner blocks (or having two or more frontages) should present an attractive elevation on all frontages by providing window and articulation elements in wall planes facing both streets. Two storey buildings are encouraged.
- BLOCK ADJACENT TO OPEN SPACE  
Corner blocks adjacent to the school site will not be permitted to have a secondary driveway crossing accessed from Road 03.
- BUILDINGS LOCATED IN A DESIGNATED BUSHFIRE PRONE AREA ARE TO BE CONSTRUCTED IN ACCORDANCE WITH AS 3959-2009 (NATIONAL CONSTRUCTION CODE VOLUME 2, 3, 7.4 BUSHFIRE AREAS)
- FENCING BY DEVELOPER
- NO SECONDARY DRIVEWAY PERMITTED

## NOTES:

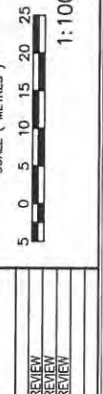
- PLAN SUBJECT TO SURVEY - FINAL DIMENSIONS AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS AND DISTANCES ARE IN METRES.
- CONTOUR INTERVAL IS 0.5m. CONTOURS REPRESENT PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE. LEVELS SHOULD BE VERIFIED BY LESSEES.
- POSITION OF HYDRAULIC & ELECTRICAL SERVICES TO BE CONFIRMED BY ENGINEERING PLANS.

## KEY PLAN



FOR CONTINUATION REFER TO BDP 15

REV	DESCRIPTION	DATE
A	FOR COMMENT	13.03.15
B	FOR COMMENT	13.03.15
C	FOR COMMENT	13.03.15
D	FOR COMMENT	13.03.15
E	FOR COMMENT	13.03.15
F	FOR COMMENT	13.03.15



CLIENT  
**CAPITAL ESTATE**  
DEVELOPMENTS

DENMAN PROSPECT  
ESTATE  
STAGE 1A

CONSULTANTS  
**SPACELAB**  
CONSULTING ENGINEERS  
AND ARCHITECTS




DRAWING NUMBER  
13-1032 BDP/TA.16

DRAWING TITLE  
BLOCK DETAILS PLAN  
SHEET 16 OF 16

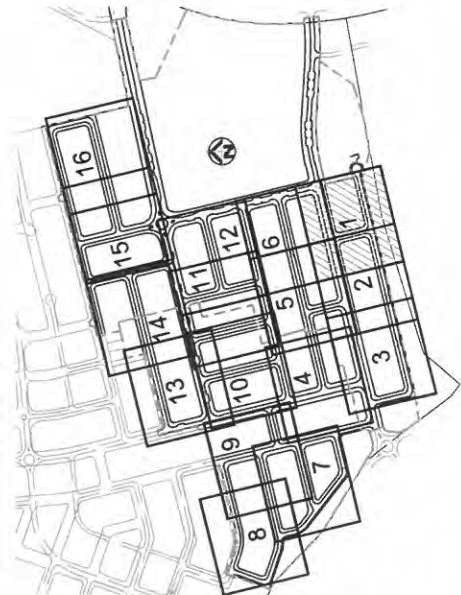
AMEND  
D

# WARNING

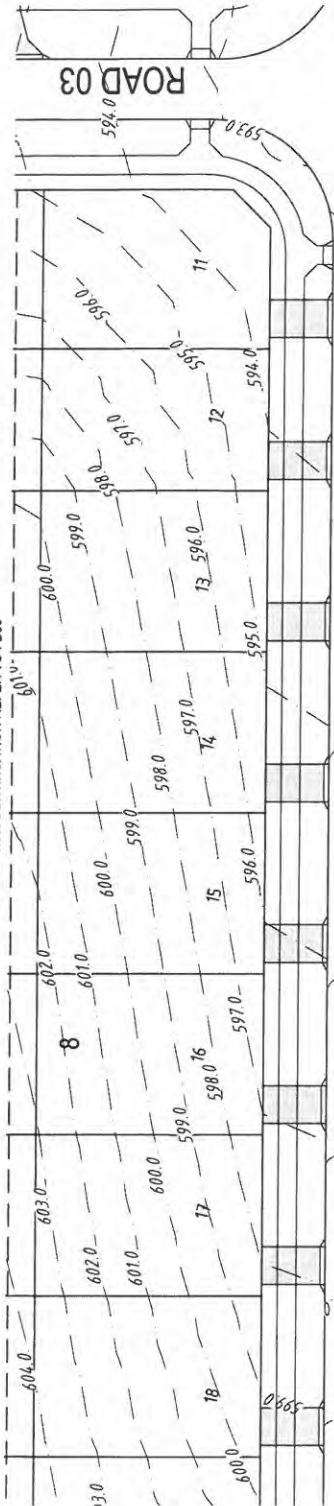
THIS PLAN ONLY INDICATES AREAS OF FILL OF WHICH THE DEVELOPER AND THEIR AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE DEVELOPER, AND THE DEVELOPER DOES NOT GUARANTEE ITS ACCURACY. IN NO WAY SHOULD THIS PLAN BE READ AS A CONCLUSIVE STATEMENT OF THE FULL EXTENT OF THE FILL THAT MAY BE FOUND ON THE WHOLE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

-  AREA OF KNOWN FILL (DEPTH IN METRES)
-  STAGE BOUNDARY
-  DESIGN GRADING CONTOURS (1.0m INTERVALS)

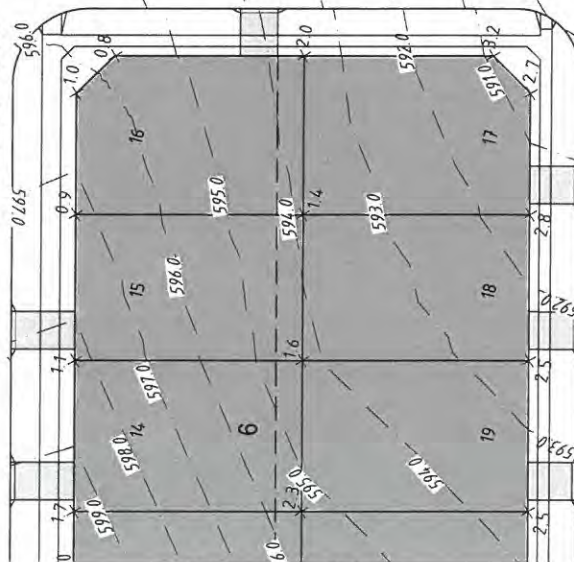
## KEY PLAN



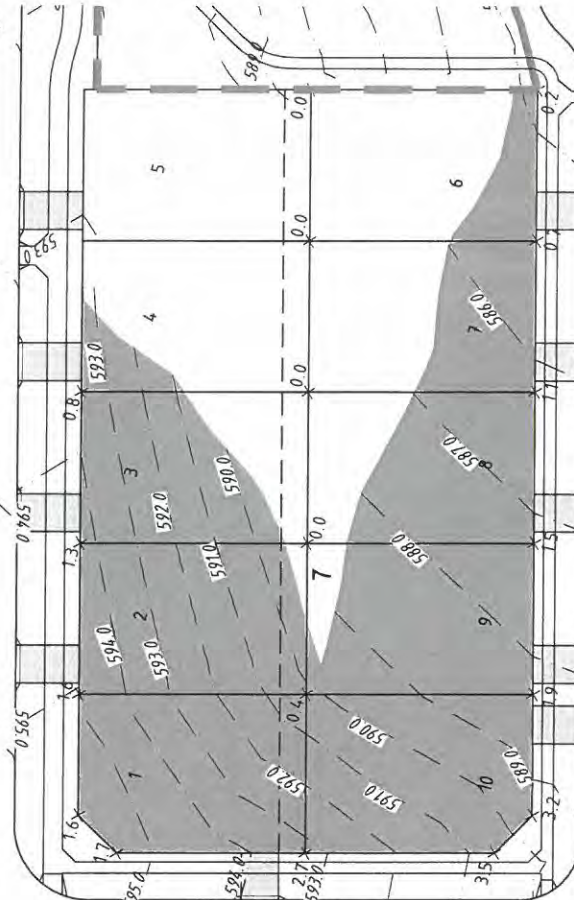
FOR CONTINUATION REFER TO FB06



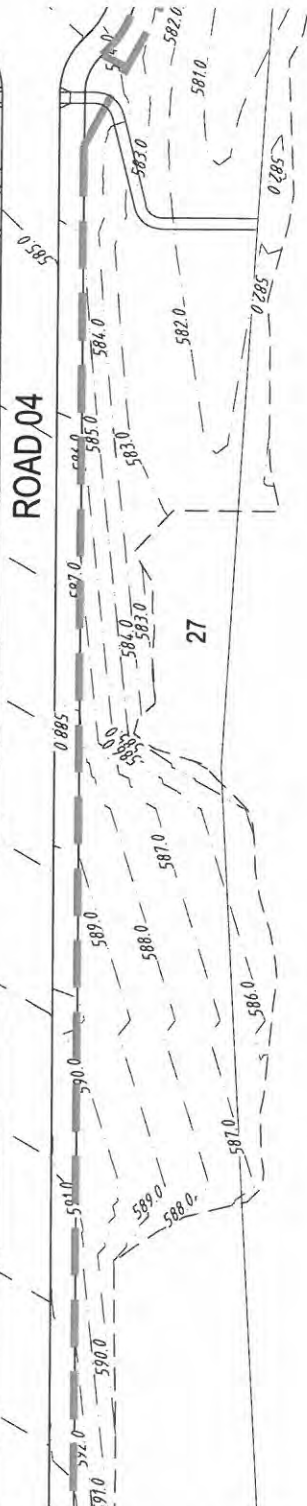
ROAD 02



ROAD 05



ROAD 04



ROAD 03

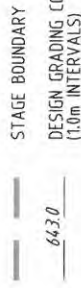
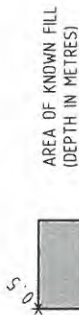
FOR CONTINUATION REFER TO FB02



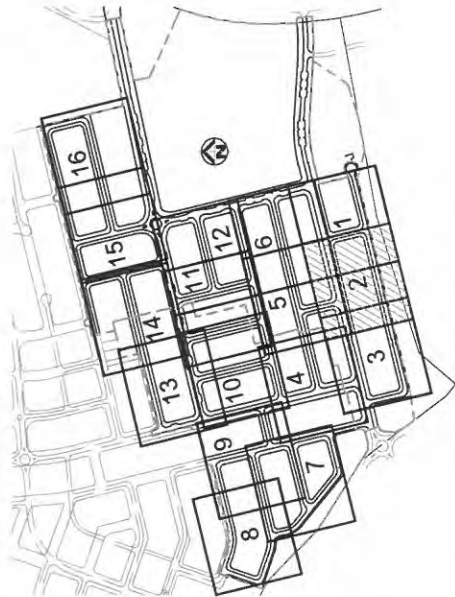
REV	DATE	BY	CHKD	DESCRIPTION
A	14/01/2023	EH	CPH	27/03/18 BLOCK AND SECTION NUMBER UPDATED
B	14/01/2023	EH	CPH	27/03/18 DRIVEWAYS AMENDED
C	14/01/2023	EH	CPH	24/11/18 WARNING NOTES REVISED
D				
E				

# WARNING

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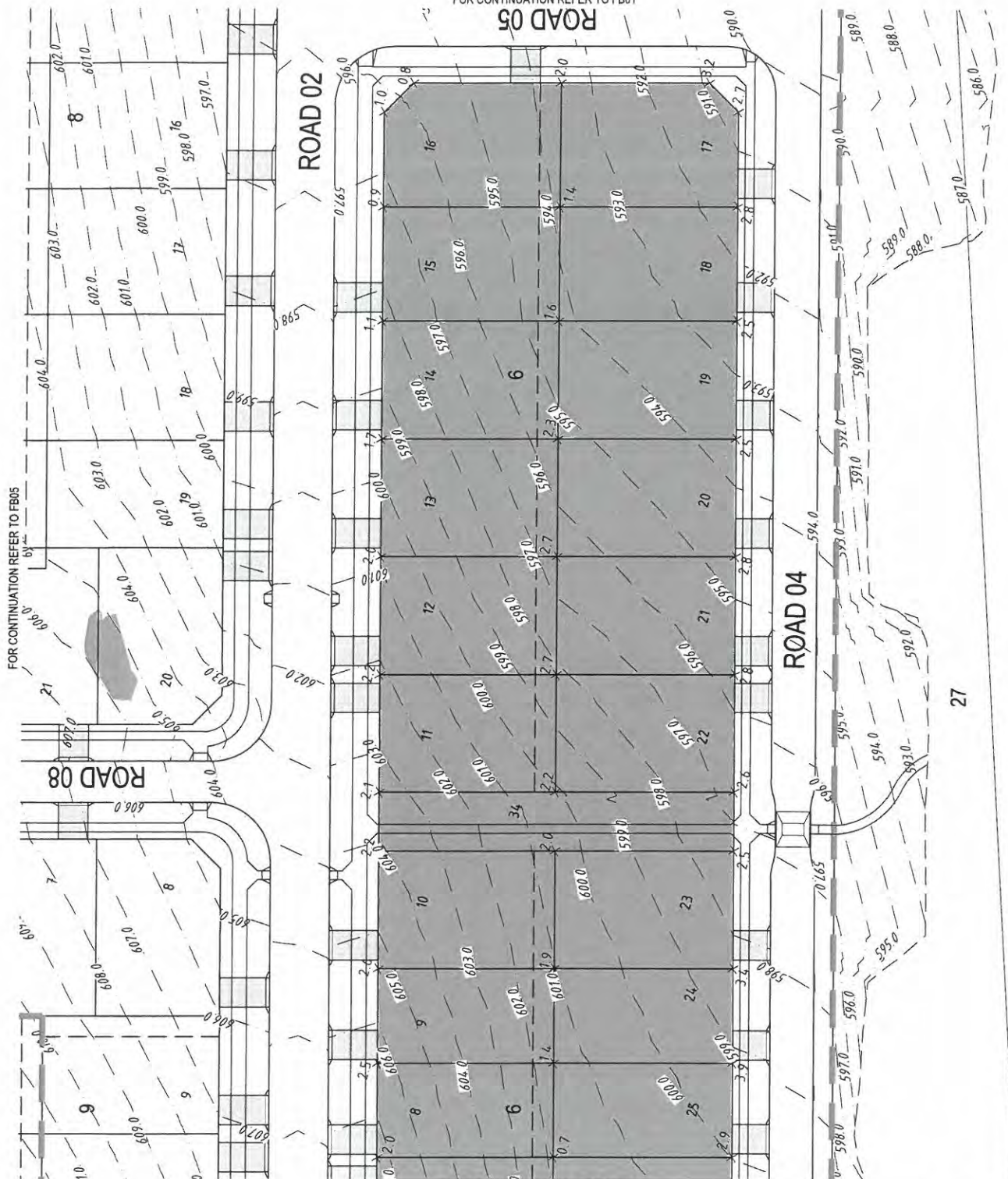
# KEY PLAN



FOR CONTINUATION REFER TO FB05

FOR CONTINUATION REFER TO FB03

FOR CONTINUATION REFER TO FB01



REV	DESCRIPTION	CHECKED	DATE
A	HA - E.H. NPS - TC	27/03/18	27/03/18
B	NPS - E.H. NPS - TC	27/04/18	27/04/18
C	NPS - E.H. NPS - TC	04/11/18	04/11/18
D			
E			



CLIENT  
**DENMAN PROSPECT  
ESTATE**  
STAGE 1A

CONSULTANTS  
**SPACELAB**

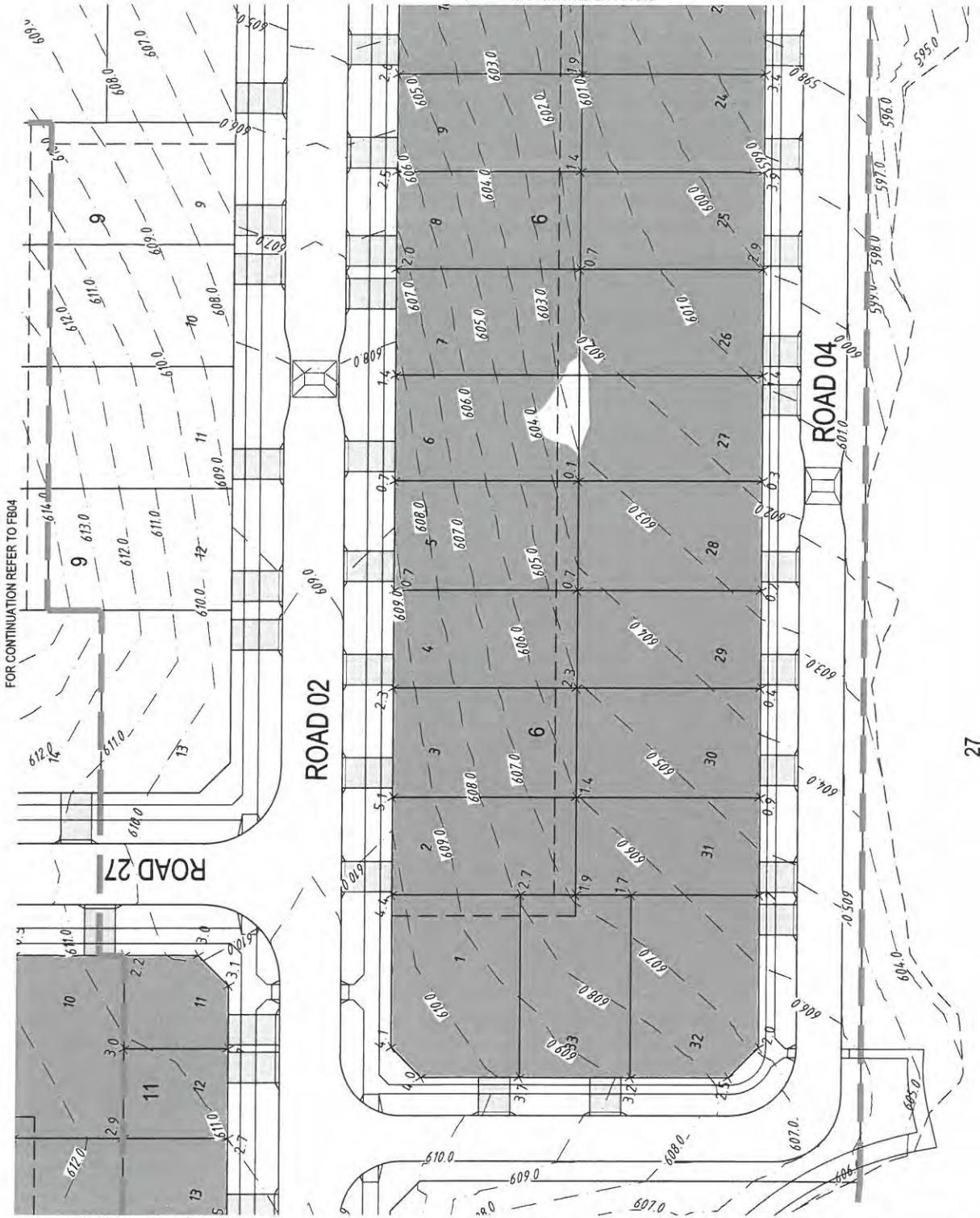


DRAWING TITLE  
**FILL ON BLOCKS  
SHEET 2 OF 16**

DRAWING NUMBER  
C13173.LR02

AMEND.  
R

FOR CONTINUATION REFER TO FB02






FOR CONTINUATION REFER TO FB04

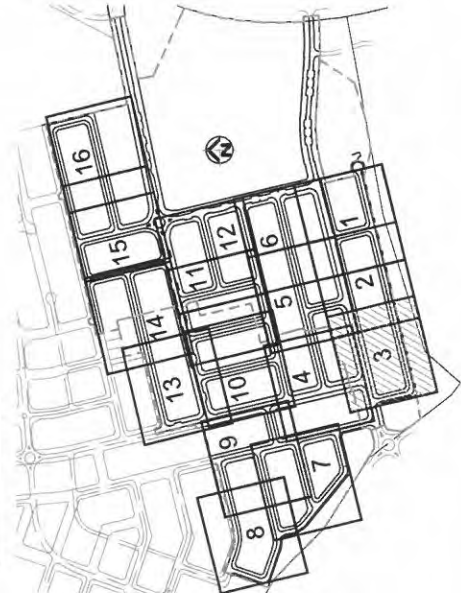
FOR CONTINUATION REFER TO FB04

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-  AREA OF KNOWN FILL (DEPTH IN METRES)
-  STAGE BOUNDARY
-  DESIGN GRADING CONTOURS (1.0m INTERVALS)

### KEY PLAN



DRAWING TITLE  
FILL ON BLOCKS  
SHEET 3 OF 16

DRAWING NUMBER  
C12177JCR13

AMEND.  
R



DENMAN PROSPECT  
ESTATE  
STAGE 1A



CLIENT




REV	DATE	DESCRIPTION
A	14/01/18	INITIALS AND SECTION NUMBER UPDATED
B	14/01/18	DRIVEWAYS AMENDED
C	14/01/18	WARNING NOTES REVISED
D		
E		



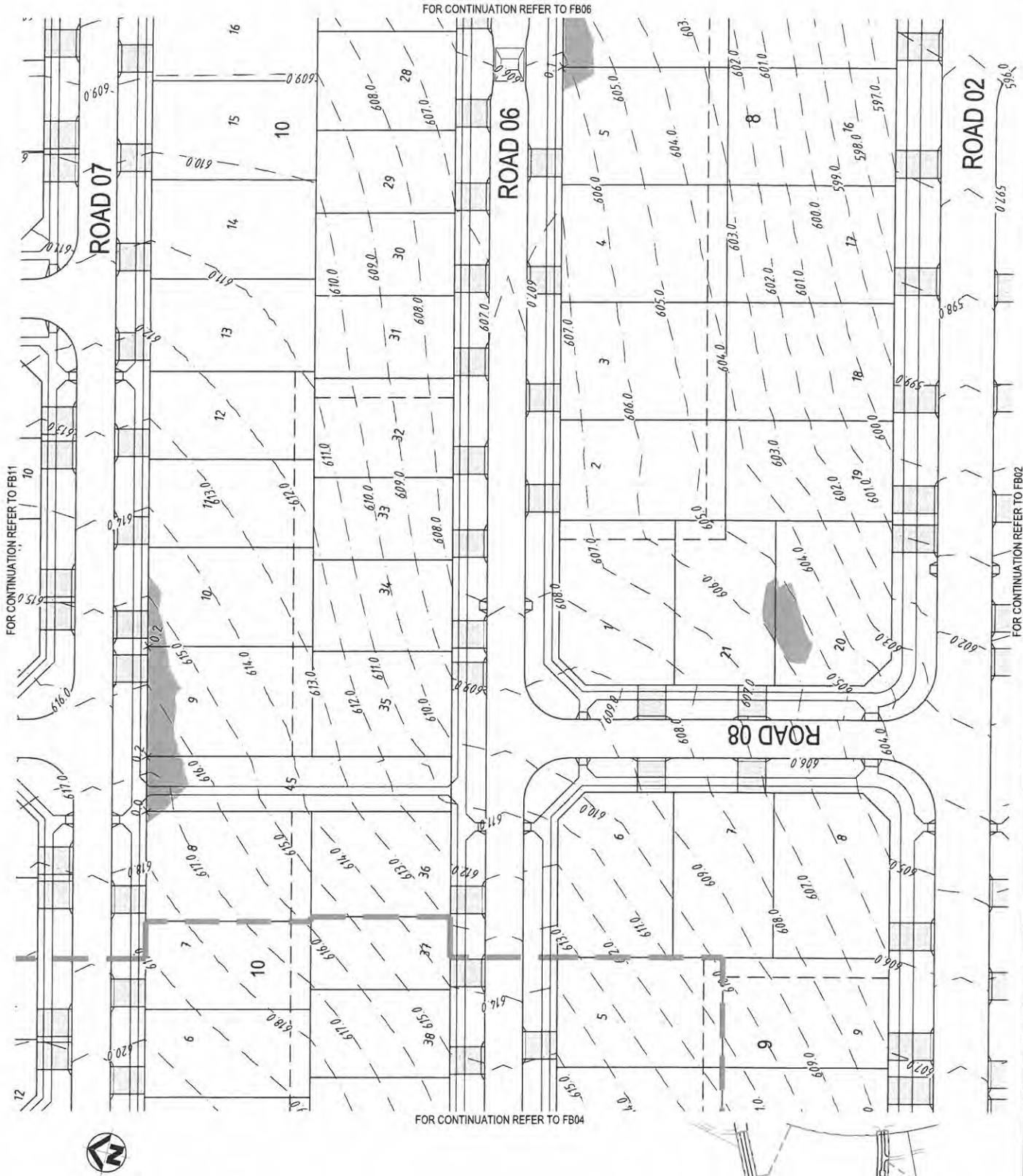
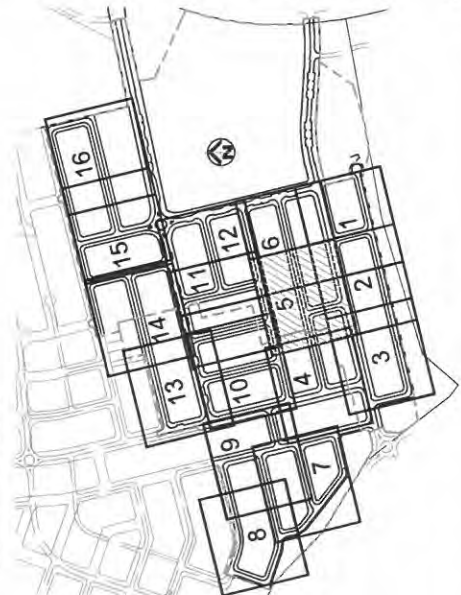
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5.0  
 AREA OF KNOWN FILL (DEPTH IN METRES)

--- STAGE BOUNDARY  
 64.3.0  
 --- DESIGN GRADING CONTOURS (1.0m INTERVALS)

# KEY PLAN







FOR CONTINUATION REFER TO FB11

FOR CONTINUATION REFER TO FB04




FOR CONTINUATION REFER TO FB06

FOR CONTINUATION REFER TO FB02

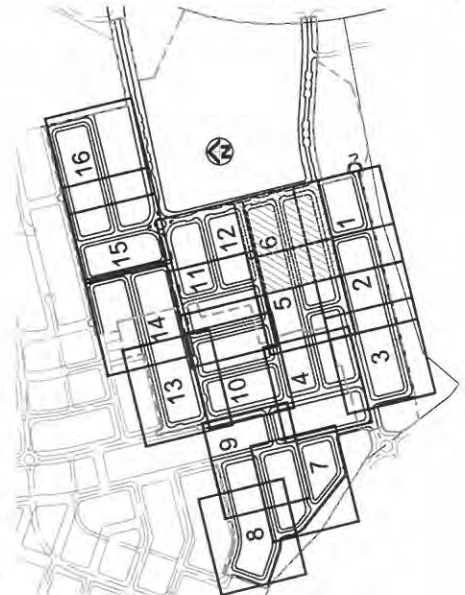
		DRAWING TITLE <b>FILL ON BLOCKS</b> SHEET 5 OF 16	DRAWING NUMBER <b>C13173_CRAFC</b>	AWARD <b>R</b>
		CLIENT <b>DENMAN PROSPECT ESTATE</b> STAGE 1A		
		SCALE ( METRES )  1:1000		
AMENDMENT DETAILS A: HA, EH, NPBE, CPB, 27/03/15 B: NPBE, EH, NPBE, TC, 22/04/15 DRIVEWAYS AMENDED C: NPBE, EH, NPBE, TC, 24/11/15 WARNING NOTES REVISED D: E:		CONSULTANTS <b>SPACELAB</b>		

# WARNING

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- 
 AREA OF KNOWN FILL (DEPTH IN METRES)
- 
 STAGE BOUNDARY
- 
 DESIGN GRADING CONTOURS (1.0m INTERVALS)

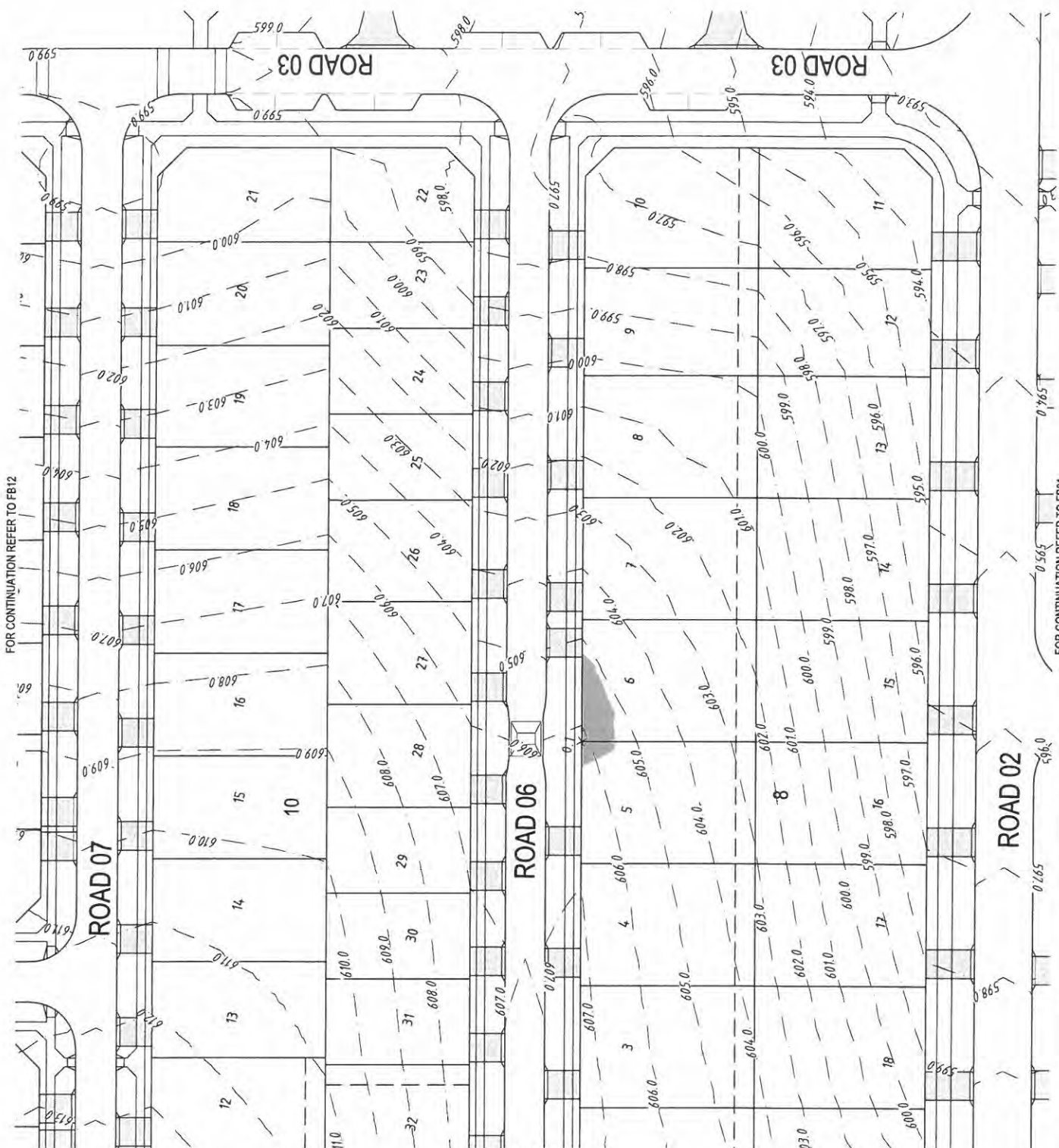
# KEY PLAN



FOR CONTINUATION REFER TO FB12

FOR CONTINUATION REFER TO FB05

FOR CONTINUATION REFER TO FB01



CLIENT



CONSULTANTS



**DENIMAN PROSPECT ESTATE**  
STAGE 1A



DRAWING TITLE  
**FILL ON BLOCKS**  
SHEET 6 OF 16

DRAWING NUMBER  
C13172.00A/F

AMEND R

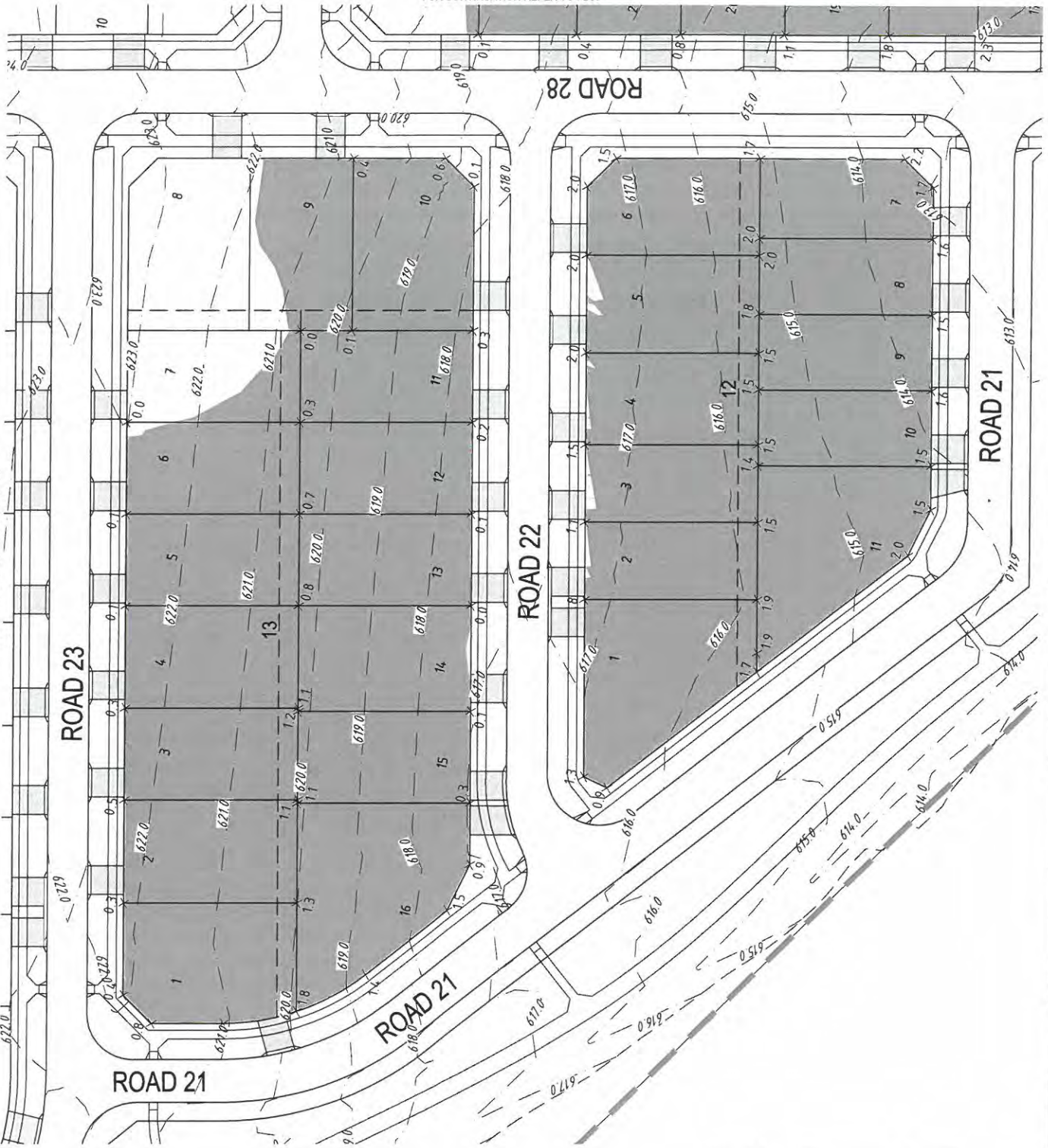


REV	DATE	DESCRIPTION
1	27.03.15	AMENDMENT DETAILS
2	27.03.15	BLOCK AND SECTION NUMBER UPDATED
3	27.03.15	DATE
4	27.03.15	DATE
5	27.03.15	DATE
6	27.03.15	DATE
7	27.03.15	DATE
8	27.03.15	DATE
9	27.03.15	DATE
10	27.03.15	DATE
11	27.03.15	DATE
12	27.03.15	DATE
13	27.03.15	DATE
14	27.03.15	DATE
15	27.03.15	DATE
16	27.03.15	DATE
17	27.03.15	DATE
18	27.03.15	DATE
19	27.03.15	DATE
20	27.03.15	DATE
21	27.03.15	DATE
22	27.03.15	DATE
23	27.03.15	DATE
24	27.03.15	DATE
25	27.03.15	DATE
26	27.03.15	DATE
27	27.03.15	DATE
28	27.03.15	DATE
29	27.03.15	DATE
30	27.03.15	DATE
31	27.03.15	DATE
32	27.03.15	DATE



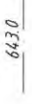
FOR CONTINUATION REFER TO FB09

FOR CONTINUATION REFER TO FB08

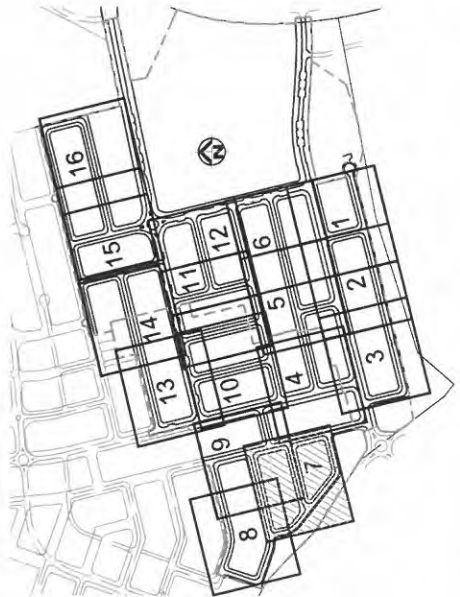


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-  AREA OF KNOWN FILL (DEPTH IN METRES)
-  STAGE BOUNDARY
-  DESIGN GRADING CONTOURS (1.0m INTERVALS)

**KEY PLAN**




<p>CLIENT</p> <p>ACT</p>	<p>CONSULTANTS</p> <p>SPACELAB</p>	<p>DENMAN PROSPECT ESTATE</p> <p>STAGE 1A</p>	<p>DRAWING TITLE</p> <p>FILL ON BLOCKS</p> <p>SHEET 7 OF 16</p>	<p>DRAWING NUMBER</p> <p>C141473.ER07</p>	<p>AMEND.</p> <p>C</p>																		
<p>SCALE (METRES)</p> <p>0 5 10 15 20 25</p> <p>1:1000</p>		<p>AMENDMENT DETAILS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>A</td> <td>14/01/2023</td> <td>INITIAL BLOCK AND SECTION NUMBER UPDATED</td> </tr> <tr> <td>B</td> <td>14/01/2023</td> <td>INITIAL BLOCK 1, SECTION TO DRIVEWAY UPDATED</td> </tr> <tr> <td>C</td> <td>14/01/2023</td> <td>INITIAL DRIVEWAYS AMENDED</td> </tr> <tr> <td>D</td> <td>14/01/2023</td> <td>INITIAL WARNING NOTES REVISED</td> </tr> <tr> <td>E</td> <td></td> <td></td> </tr> </table>				REV	DATE	DESCRIPTION	A	14/01/2023	INITIAL BLOCK AND SECTION NUMBER UPDATED	B	14/01/2023	INITIAL BLOCK 1, SECTION TO DRIVEWAY UPDATED	C	14/01/2023	INITIAL DRIVEWAYS AMENDED	D	14/01/2023	INITIAL WARNING NOTES REVISED	E		
REV	DATE	DESCRIPTION																					
A	14/01/2023	INITIAL BLOCK AND SECTION NUMBER UPDATED																					
B	14/01/2023	INITIAL BLOCK 1, SECTION TO DRIVEWAY UPDATED																					
C	14/01/2023	INITIAL DRIVEWAYS AMENDED																					
D	14/01/2023	INITIAL WARNING NOTES REVISED																					
E																							



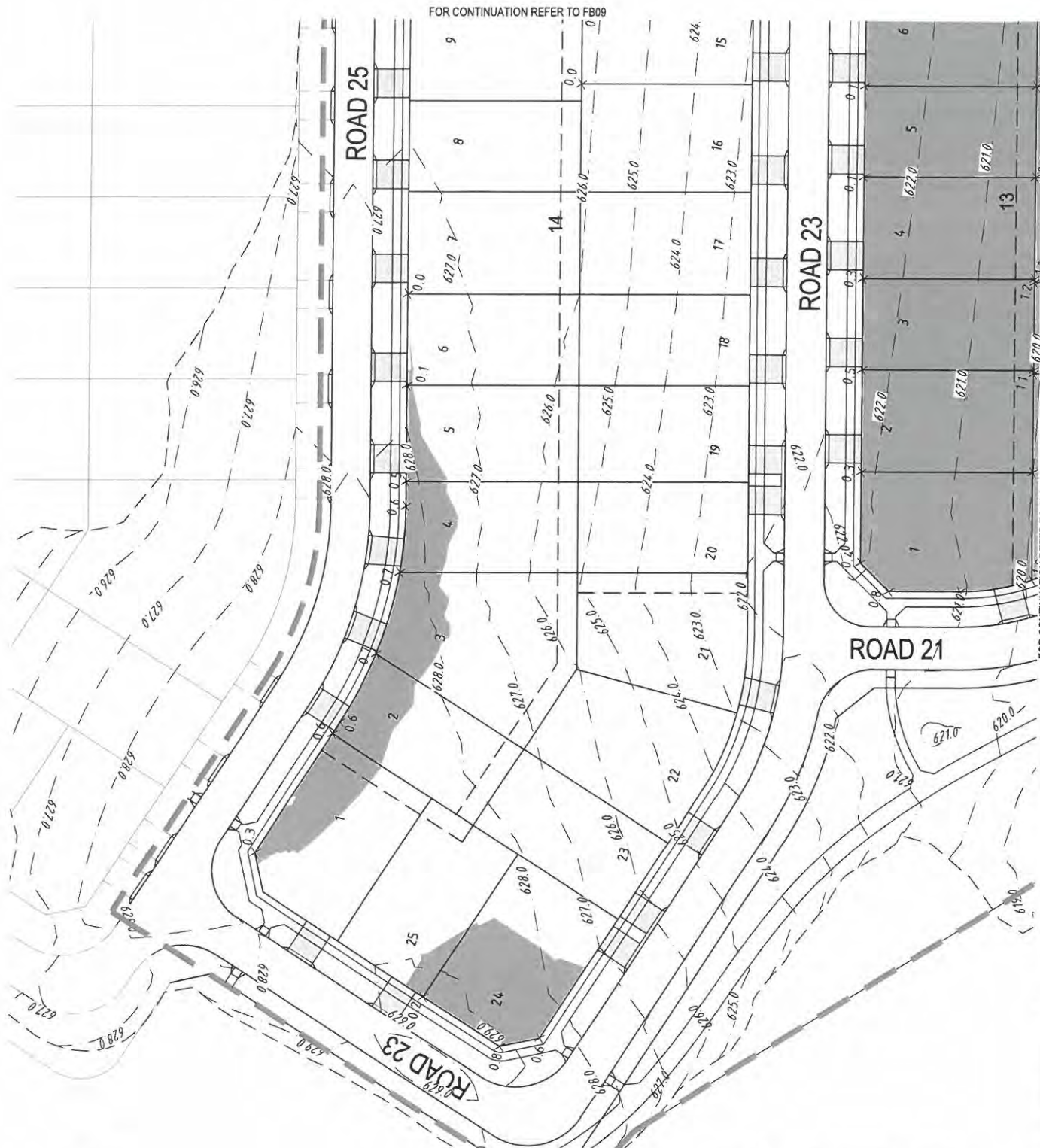
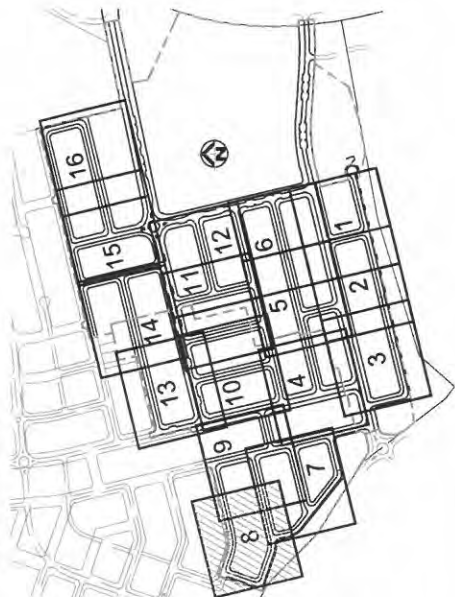
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0.5  
 AREA OF KNOWN FILL (DEPTH IN METRES)




--- STAGE BOUNDARY  
 --- 643.0 DESIGN GRADING CONTOURS (1.0m INTERVALS)

## KEY PLAN




FOR CONTINUATION REFER TO FB09

FOR CONTINUATION REFER TO FB07

					
CLIENT <b>DENMAN PROSPECT ESTATE</b> STAGE 1A		CONSULTANTS <b>SPACELAB</b>		DRAWING TITLE <b>FILL ON BLOCKS</b> SHEET 8 OF 16	
SCALE (METRES) 1 0 5 10 15 20 25 1:1000		DRAWING NUMBER C131791CR1A		AMEND. C	
AMENDMENT DETAILS A1 A HA EH NP8 CP1 27.01.15 BLOCK AND SECTION NUMBER UPDATED B NP8 DC NP8 TC 22.04.15 BLOCK 4, SECTION 14 DRIVEWAY UPDATED C NP8 EH NP8 TC 22.04.15 DRIVEWAYS AMENDED D NP8 EH NP8 TC 24.11.15 WARNING NOTES REVISED E					

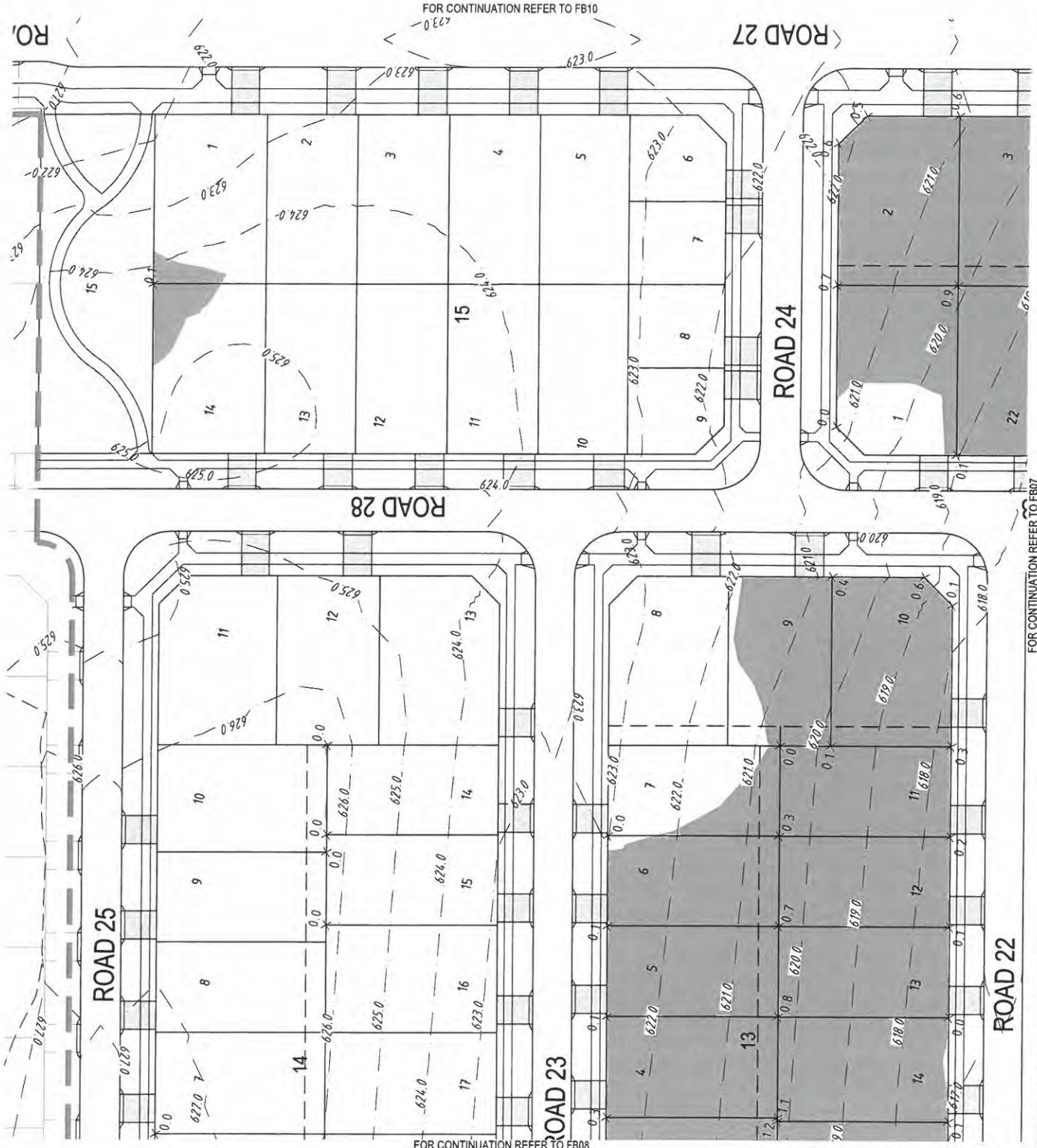
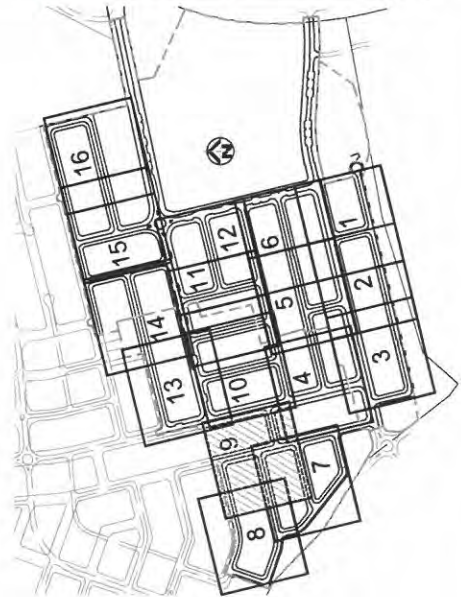
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5.0  
  
 AREA OF KNOWN FILL  
 (DEPTH IN METRES)

---  
 STAGE BOUNDARY  
 - - - - -  
 64.3.0  
 DESIGN GRADING CONTOURS  
 (1.0m INTERVALS)

### KEY PLAN



FOR CONTINUATION REFER TO FB08

FOR CONTINUATION REFER TO FB07

DRAWING TITLE  
**FILL ON BLOCKS**  
 SHEET 9 OF 16  
 DRAWING NUMBER  
 C/13177/CR10  
 AMBRO  
 B



CONSULTANTS  
**DENMAN PROSPECT**  
**ESTATE**  
 STAGE 1A



CLIENT



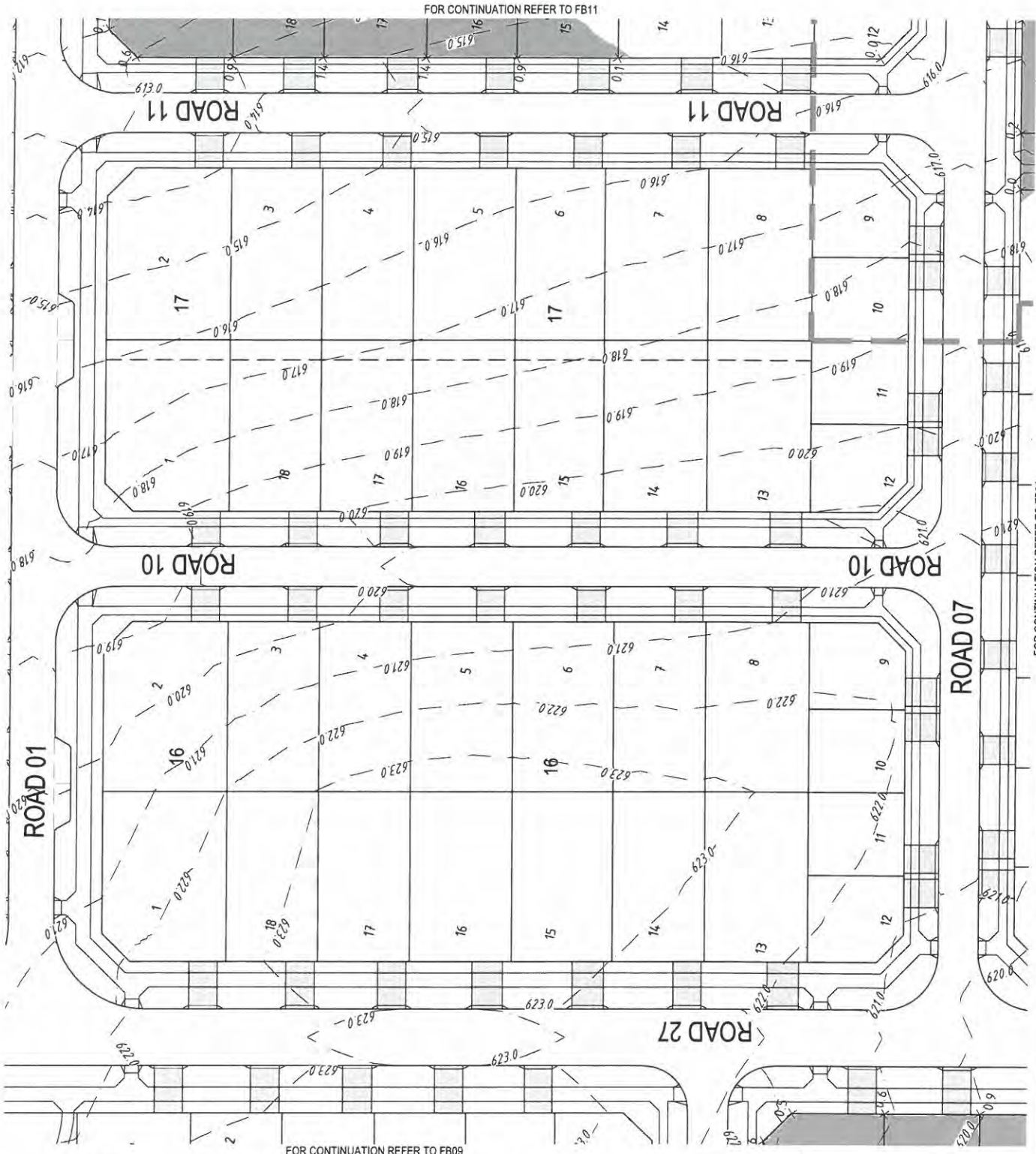
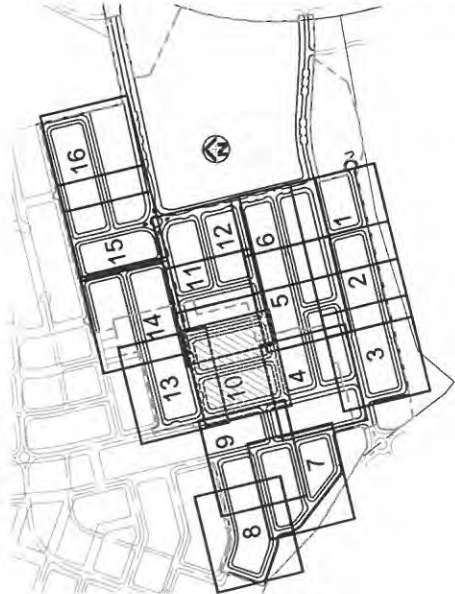
NO.	DATE	BY	CHECKED	REVISION	DESCRIPTION
1	15/08/18	TC	TC	2.0	SECTION 15 FILL ALL BLOCKS & SECTION NO. UPDATED
2	22/08/18	TC	TC	2.0	DRAWINGS AMENDED
3	14/11/18	TC	TC	2.0	WARNING NOTES REVISED
4					
5					
6					

# WARNING

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- 
 AREA OF KNOWN FILL (DEPTH IN METRES)
- 
 STAGE BOUNDARY
- 
 DESIGN GRADING CONTOURS (1.0m INTERVALS)

# KEY PLAN



REVISIONS NO. DATE BY 1 14/01/2018 NPB TC 27.03.15 BLOCK AND SECTION NUMBER UPDATED 2 18/01/2018 NPB TC 27.03.15 DRIVEWAYS AMENDED 3 18/01/2018 NPB TC 24.11.15 WARNING NOTES REVISED 4 18/01/2018 NPB TC 24.11.15	CLIENT <b>DENMAN PROSPECT ESTATE</b> STAGE 1A CONSULTANTS <b>calibre</b> CONSULTANTS <b>SPACELAB</b>	DRAWING TITLE <b>FILL ON BLOCKS</b> SHEET 10 OF 16 DRAWING NUMBER C13172.FR-10 AMEND. R	SCALE ( METRES ) 0 5 10 15 20 25 1:1000
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FOR CONTINUATION REFER TO FB14

FOR CONTINUATION REFER TO FB13

FOR CONTINUATION REFER TO FB12

FOR CONTINUATION REFER TO FB10

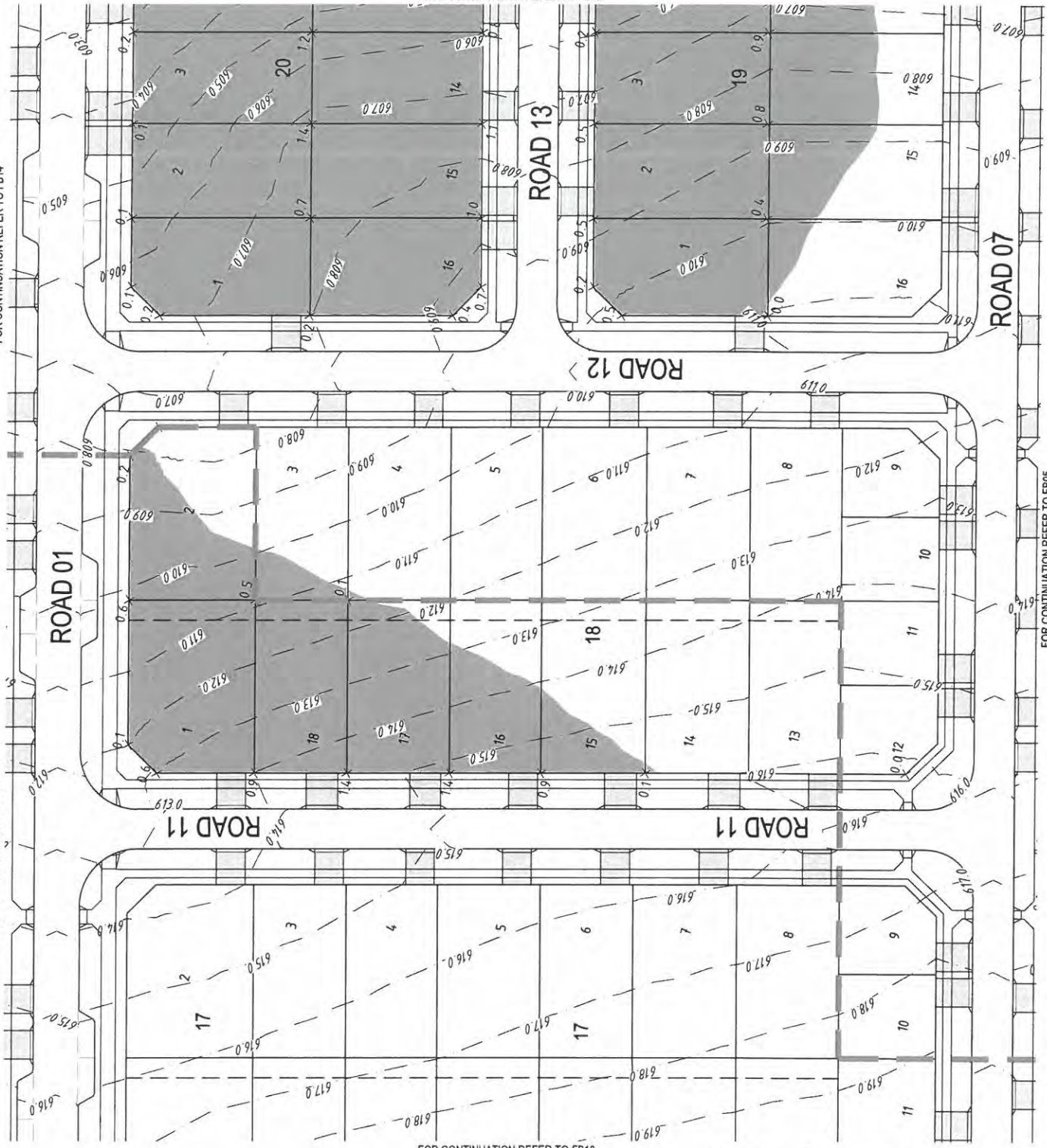
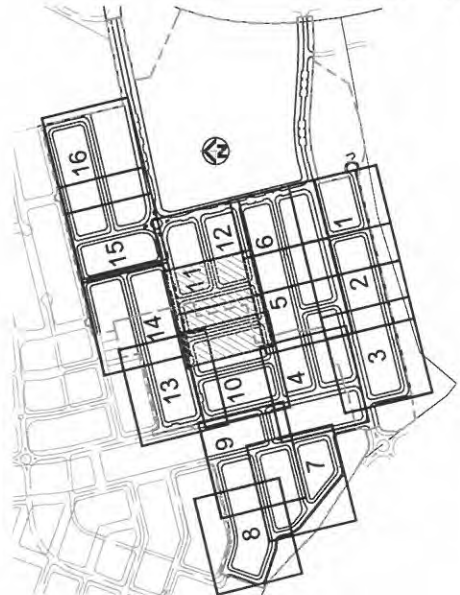
FOR CONTINUATION REFER TO FB05

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-  AREA OF KNOWN FILL (DEPTH IN METRES)
-  STAGE BOUNDARY
-  DESIGN GRADING CONTOURS (1.0m INTERVALS)

### KEY PLAN



DRAWING TITLE  
FILL ON BLOCKS  
SHEET 11 OF 16

DRAWING NUMBER  
C13172\_FCR 11

AMEND  
B






CONSULTANTS  
**DENMAN PROSPECT ESTATE**  
STAGE 1A



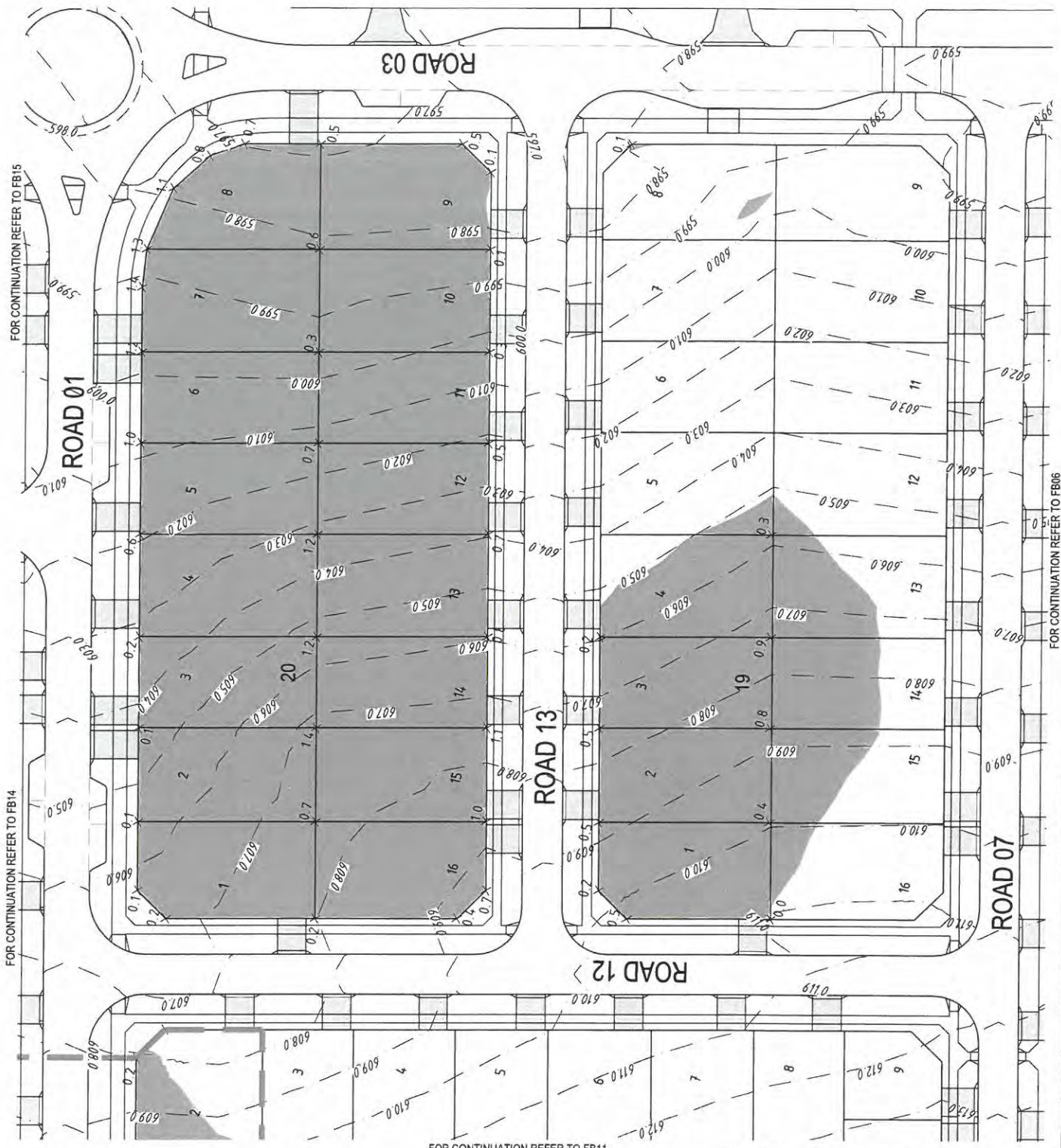
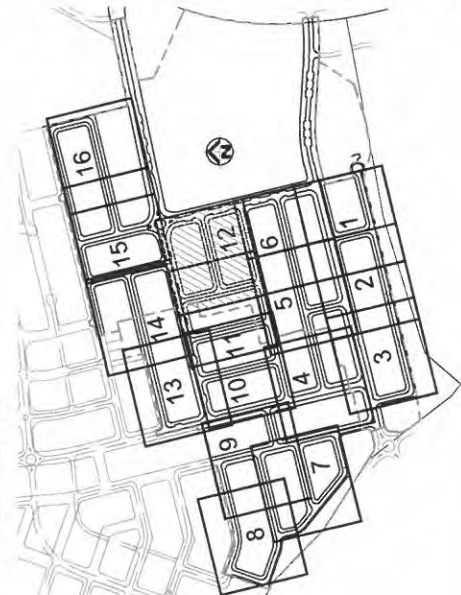
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A	1.0	EH	20.03.15	BLOCK AND SECTION NUMBER UPDATED
B	1.0	NPB	22.04.15	ROADS AMENDED
C	1.0	NPB	22.04.15	WARNING NOTES REVISED
D				
E				

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-  STAGE BOUNDARY
-  DESIGN GRADING CONTOURS (1.0m INTERVALS)

# KEY PLAN



FOR CONTINUATION REFER TO FB14

FOR CONTINUATION REFER TO FB15

FOR CONTINUATION REFER TO FB11

FOR CONTINUATION REFER TO FB06

REV	DESCRIPTION	DATE
A	INITIAL ISSUE	27/03/18
B	IN RESPONSE TO COMMENTS FROM THE COUNCIL	27/04/18
C	IN RESPONSE TO COMMENTS FROM THE COUNCIL	28/11/18
D	IN RESPONSE TO COMMENTS FROM THE COUNCIL	28/11/18
E	IN RESPONSE TO COMMENTS FROM THE COUNCIL	28/11/18



CLIENT  
DENMAN PROSPECT ESTATE  
STAGE 1A

CONSULTANTS  
SPACELAB

calibre CONSULTANTS

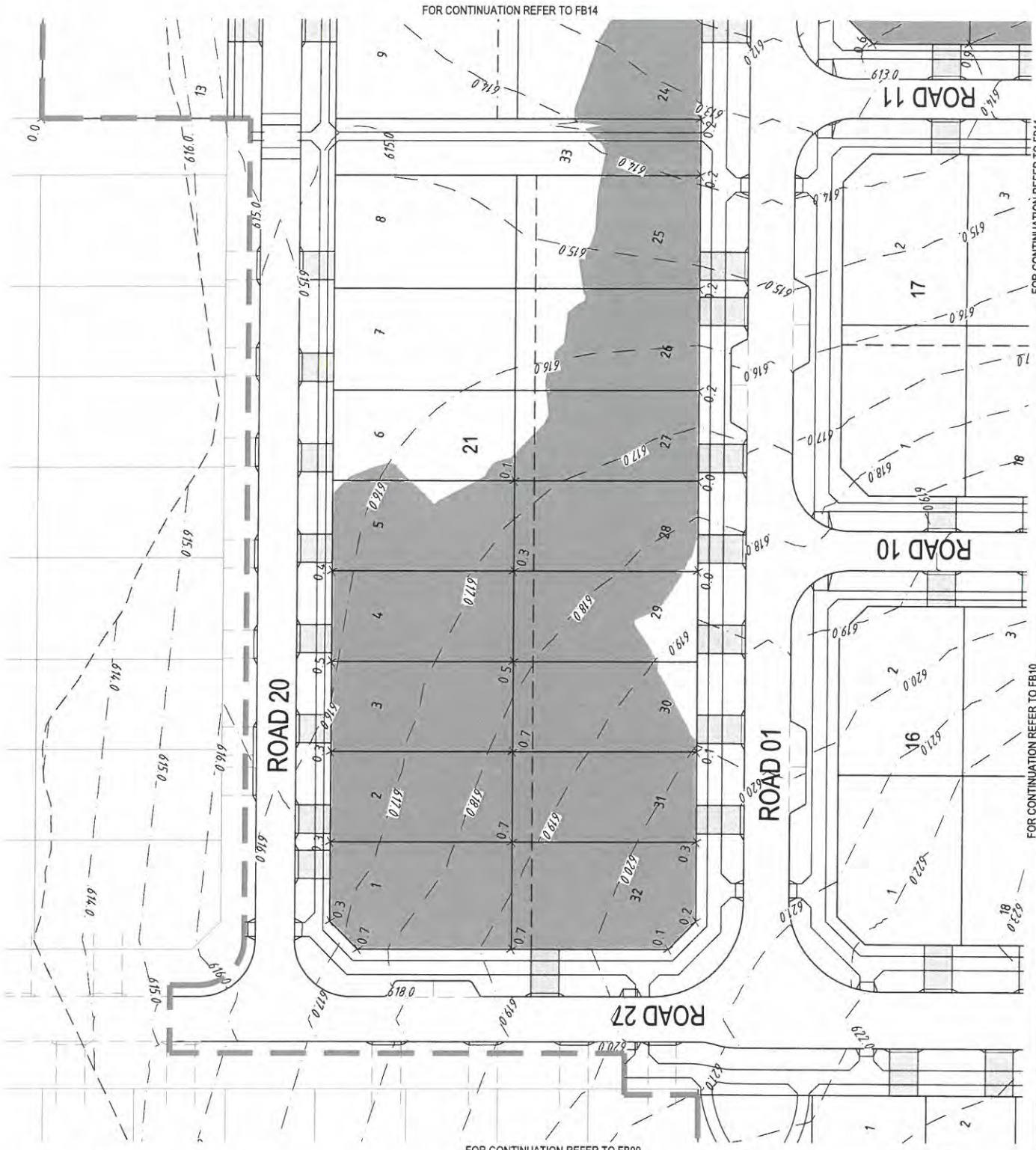
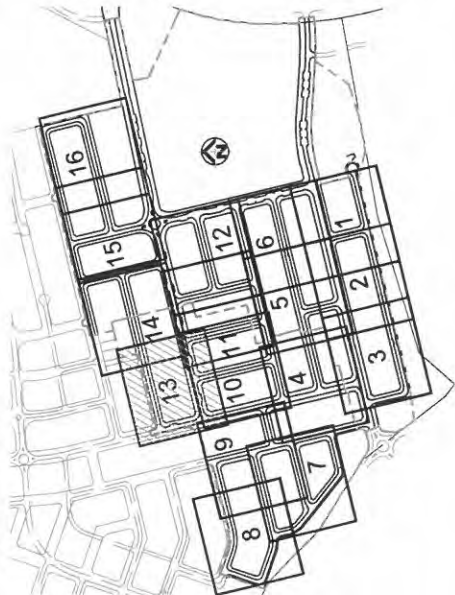
DRAWING TITLE  
FILL ON BLOCKS  
SHEET 12 OF 16  
DRAWING NUMBER  
C131792\_FR12  
AMEND. R

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-  AREA OF KNOWN FILL (DEPTH IN METRES)
-  STAGE BOUNDARY
-  DESIGN GRADING CONTOURS (1.0m INTERVALS)

# KEY PLAN





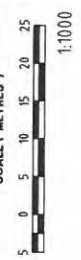
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FOR CONTINUATION REFER TO FB14

FOR CONTINUATION REFER TO FB11

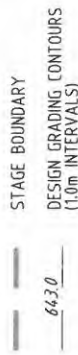
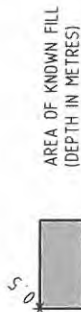
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<b>AMENDMENT DETAILS</b> A. NPE, EH, NPE, TC 27.03.13 BLOCK AND SECTION NUMBER UPDATED B. NPE, EH, NPE, TC 22.04.13 DRIVEWAYS AMENDED C. NPE, EH, NPE, TC 24.11.13 WARNING NOTES REVISED D. E.		<b>CLIENT</b> DENMAN PROSPECT ESTATE STAGE 1A	<b>CONSULTANTS</b> SPACELAB  calibre 	<b>DRAWING TITLE</b> FILL ON BLOCKS SHEET 13 OF 16	<b>DRAWING NUMBER</b> C13172_CR13	<b>AMEND.</b> R
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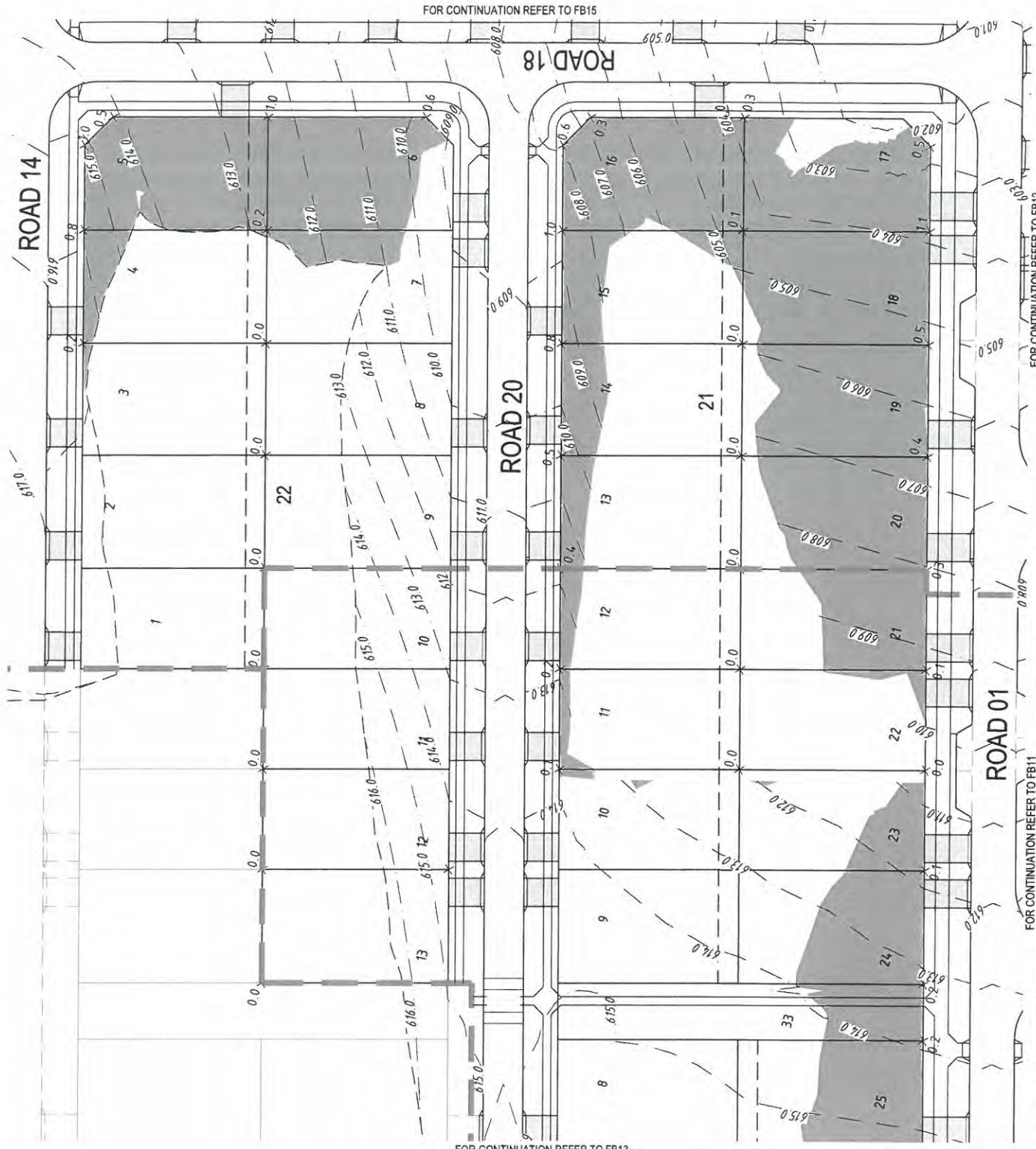
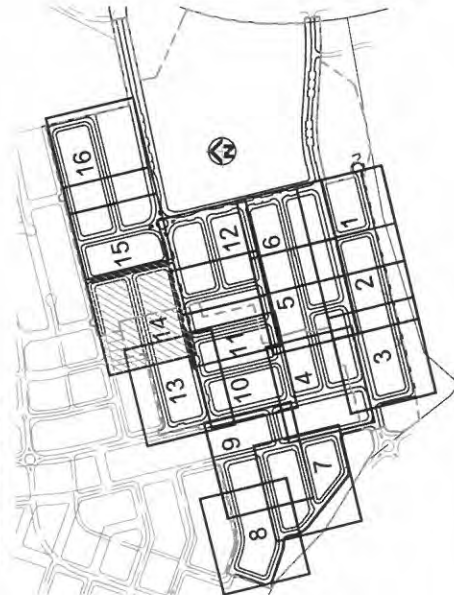


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## KEY PLAN



FOR CONTINUATION REFER TO FB15

FOR CONTINUATION REFER TO FB13

FOR CONTINUATION REFER TO FB12

FOR CONTINUATION REFER TO FB11

CLIENT



REV	DESCRIPTION	DATE
A	HA, EH, NP, TC, ZFA, 15 BLOCK AND SECTION NUMBER UPDATED	27/03/18
B	NP, EH, NP, TC, ZFA, 15 DRIVEWAYS AMENDED	27/03/18
C	NP, EH, NP, TC, DA, 11, 15 WARNING NOTES REVISED	28/11/18
D		
E		

**DENMAN PROSPECT ESTATE**  
STAGE 1A





DRAWING TITLE  
**FILL ON BLOCKS**  
SHEET 14 OF 16

DRAWING NUMBER  
C13172\_LCR14  
AMEND.  
R

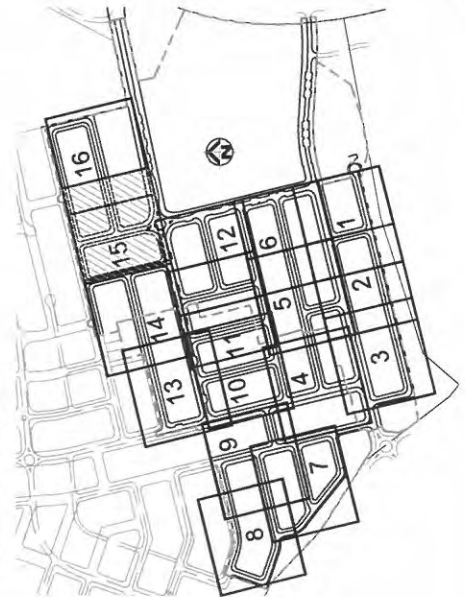


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-  STAGE BOUNDARY
-  DESIGN GRADING CONTOURS (1.0m INTERVALS)

# KEY PLAN



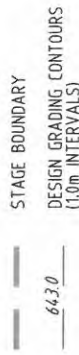
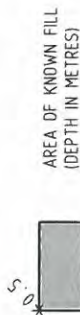
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FOR CONTINUATION REFER TO FB14

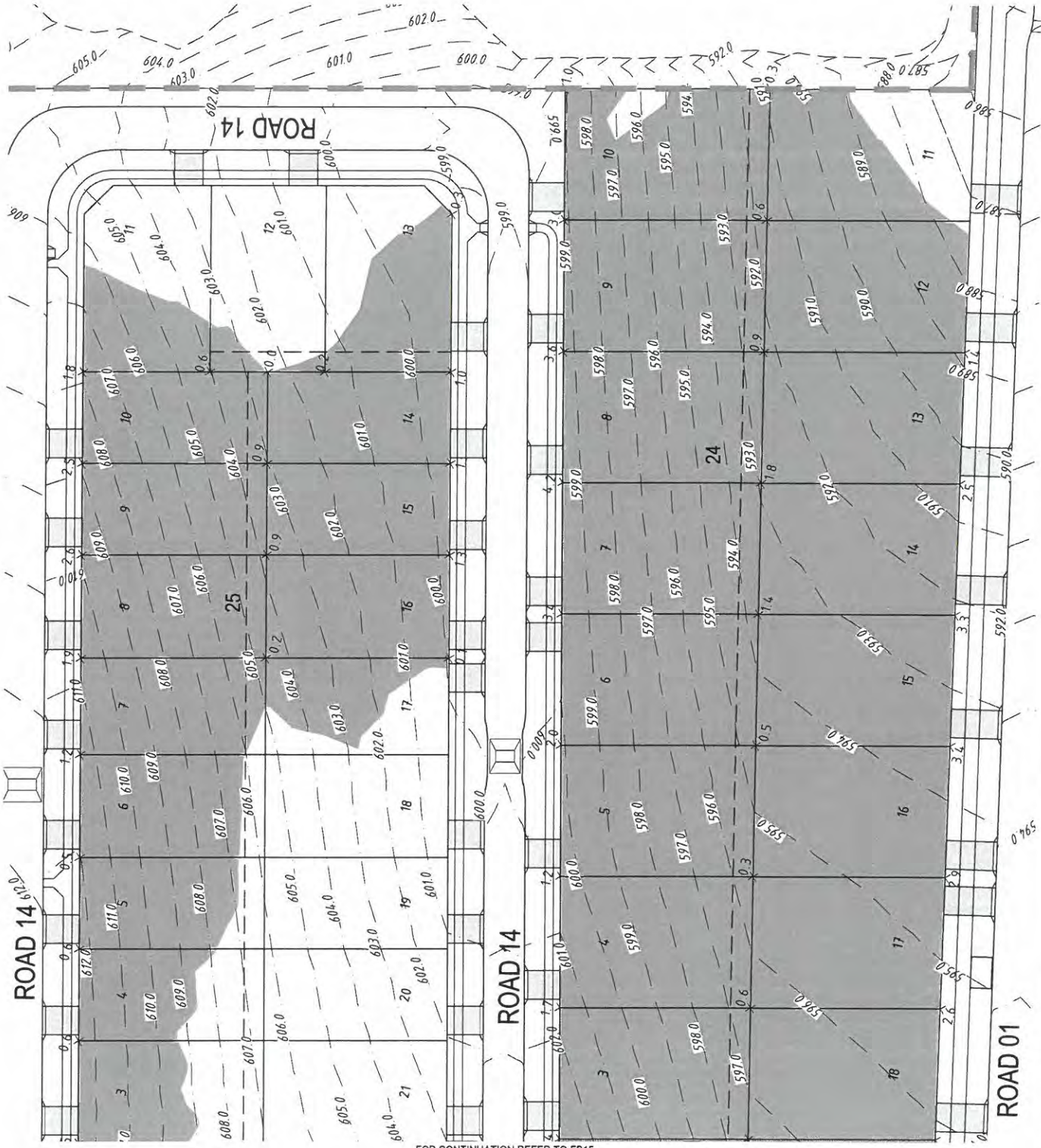
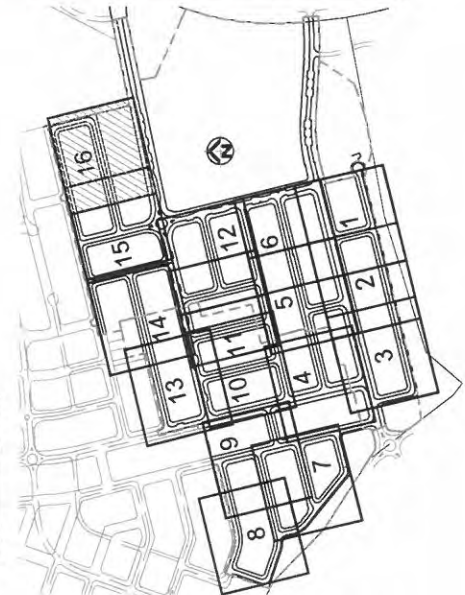
<p>DATE: 17/03/18          CHECKED: NPE/TC          DRAWN: NPE/TC          DESIGNED: NPE/TC          APPROVED: NPE/TC</p>	<p>AMENDMENT DETAILS</p>	<p>CLIENT: DENMAN PROSPECT ESTATE STAGE 1A</p>	<p>CONSULTANTS: SPACELAB</p>	<p>DRAWING TITLE: FILL ON BLOCKS SHEET 15 OF 16</p>	<p>AMEND: B</p>
<p>SCALE (METRES)</p>  <p>1:1000</p>		<p>FOR CONTINUATION REFER TO FB12</p>			

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# KEY PLAN



FOR CONTINUATION REFER TO FB15

NO.	DESIGN DRAWN	CHECKED	APPROVED	DATE	AMENDMENT DETAILS
1	LA	LA	LEH	27.03.15	BLOCK AND SECTION NUMBER UPDATED
2	LA	LA	LEH	27.03.15	ROADWAYS ADJUSTED
3	LA	LA	LEH	24.11.15	WARNING NOTES REVISED
4	LA	LA	LEH		
5	LA	LA	LEH		



**DENMAN PROSPECT ESTATE**  
STAGE 1A

**SPACELAB**  
CONSULTANTS



DRAWING TITLE: **FILL ON BLOCKS**  
SHEET 16 OF 16  
DRAWING NUMBER: **C-13177\_CR16**  
AMEND: **B**

**Annexure E**

**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:

<b>Façade Design</b>	<b>8</b>
<b>Dwelling Siting &amp; Design</b>	<b>10</b>
<b>Dwelling Services &amp; Ancillary Items</b>	<b>13</b>
<b>Roofs &amp; Solar Requirement</b>	<b>15</b>
<b>External Colours &amp; Finishes</b>	<b>18</b>
<b>Landscaping</b>	<b>22</b>
<b>Sustainability</b>	<b>26</b>

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](http://www.denmanprospect.com.au)). The online application includes a Design Approval Application Checklist.

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## 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.

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

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- 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](http://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.

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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).

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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.

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

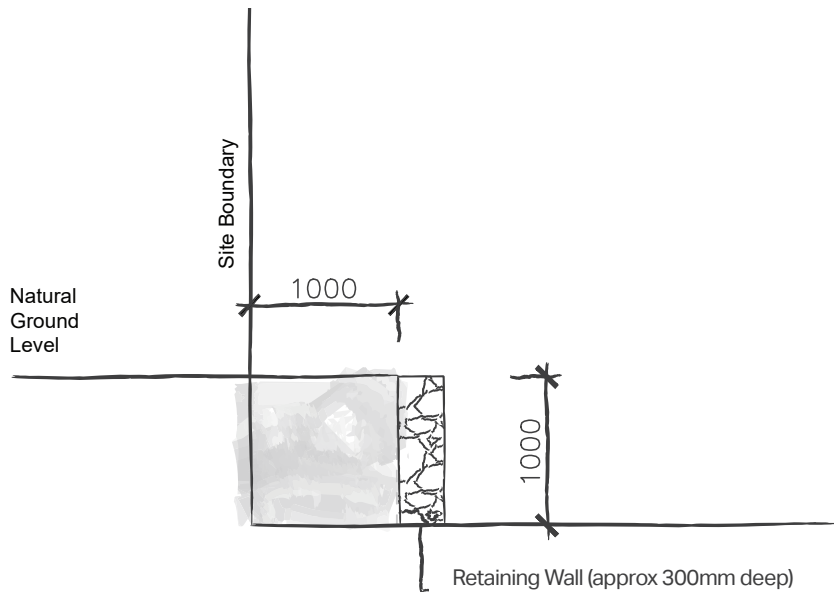
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Inclusions for front balconies and entry porches create usable and interesting outdoor spaces that provide opportunities for residents to engage with passers-by.

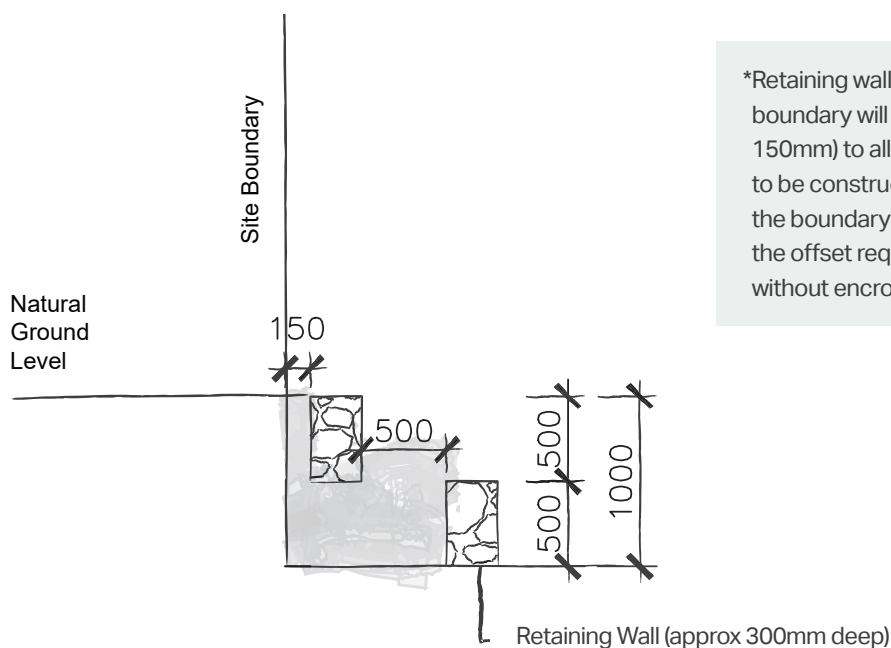
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## Requirements

- 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.

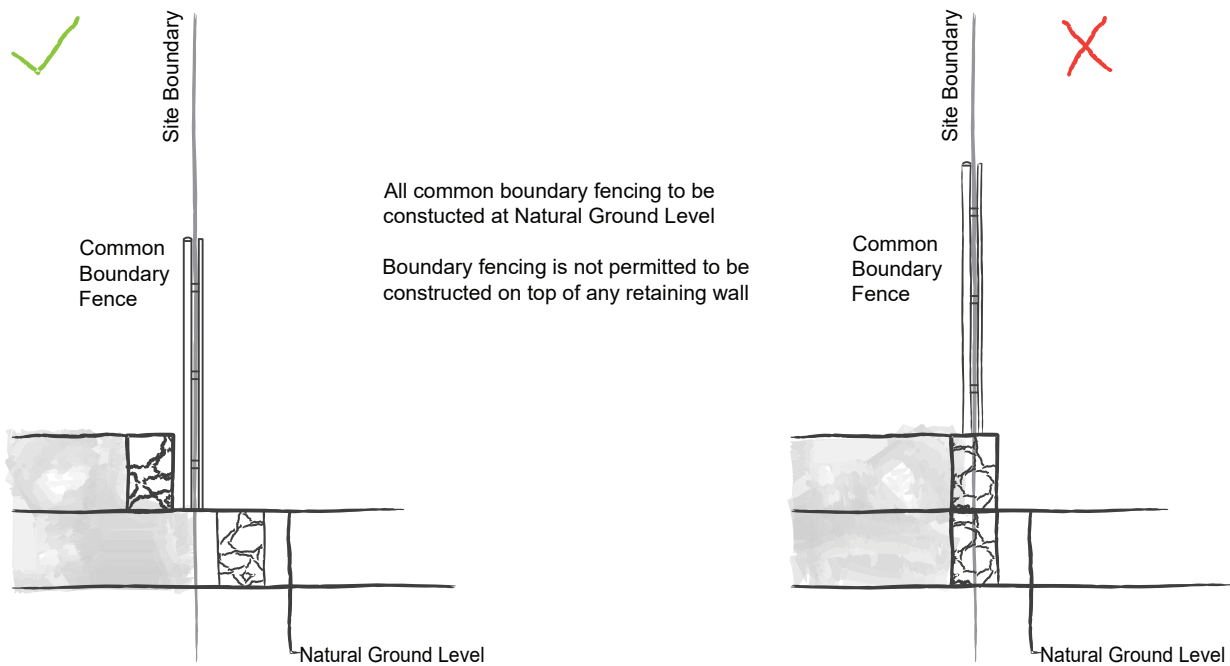


- The maximum height for a retaining wall on a boundary\* is 500mm Any retaining wall over 500mm high must be offset from the boundary equal to its height. For example, a retaining wall 800mm high will need to be offset 800mm from the boundary.

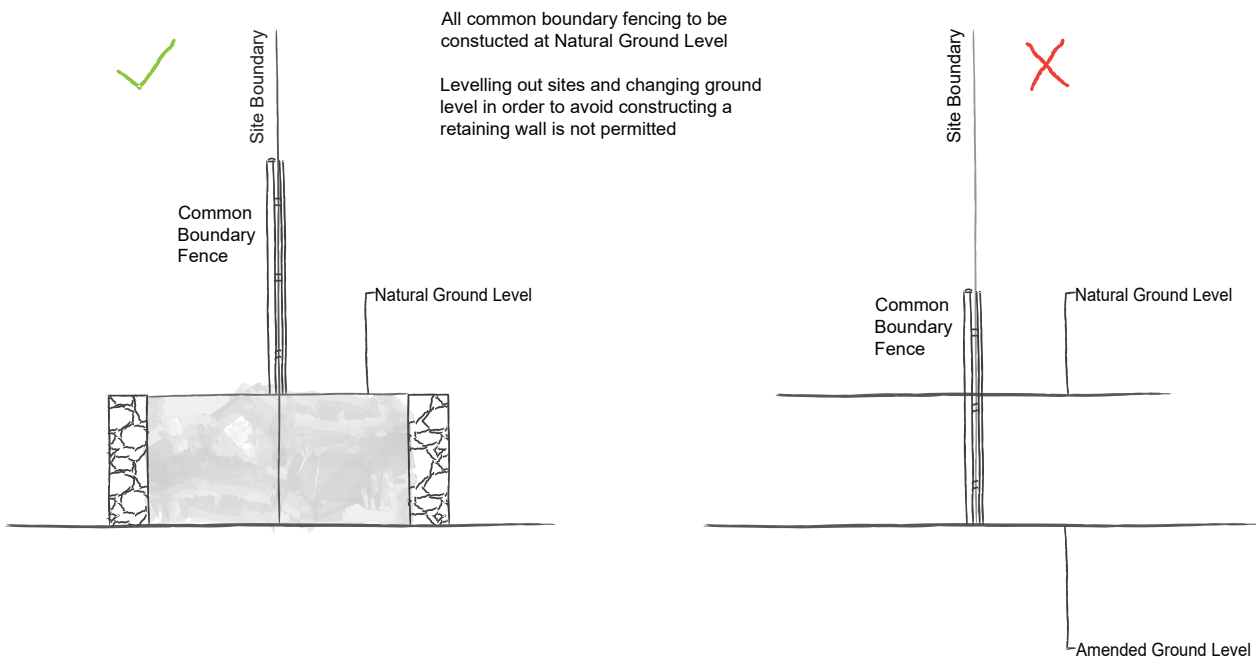


\*Retaining walls permitted to be built on the boundary will need to be offset enough (approx. 150mm) to allow for the common boundary fence to be constructed at natural ground level, on the boundary line and to take into consideration the offset required to allow for sub-soil drainage without encroaching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

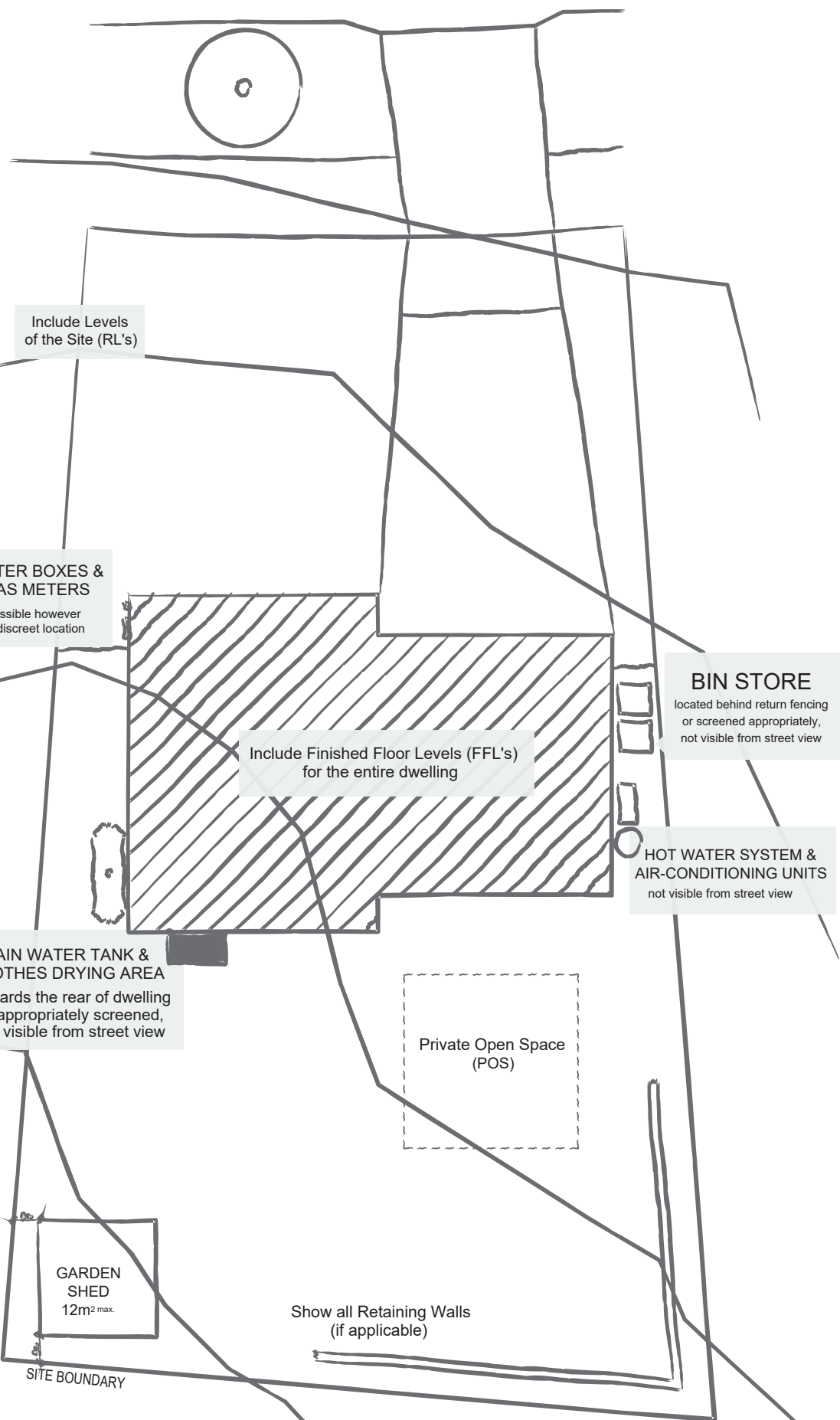
## Objectives

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.

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## 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 12m<sup>2</sup> 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**  
12m<sup>2</sup> 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.

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

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

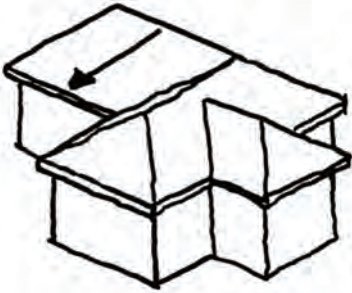
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Homes are to use a range of building forms including high roof pitches, large eaves, and simple, natural colour palettes.

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## Requirements

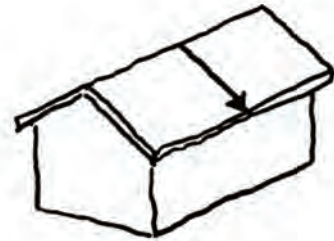
- Roof materials must be of one colour choice only.
- Consider the impact of mounting solar panels when designing roof form.
- All tiled roofs are to be of a flat profile concrete or terracotta tile.
- Roof pitches are as follows:



Hip roofs between 20-25 degrees

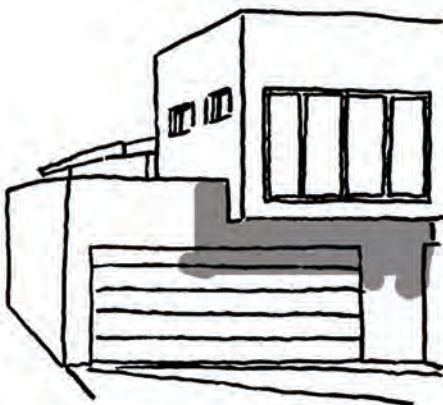


Gable roofs between 20-25 degrees



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.

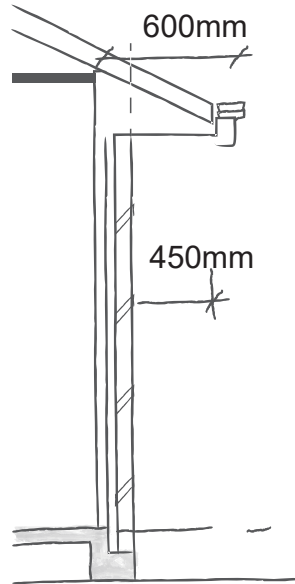


Side elevation

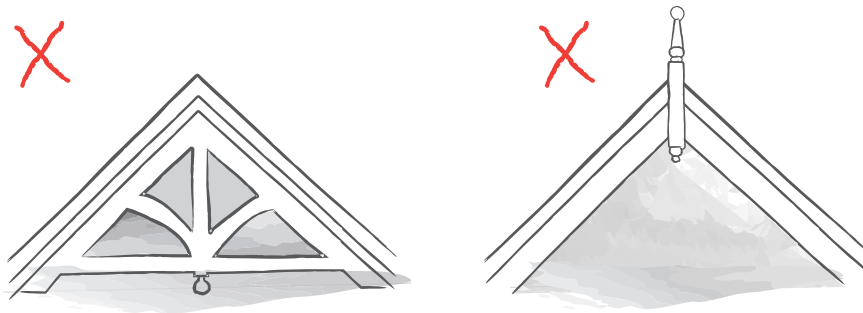


Front elevation

- 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.

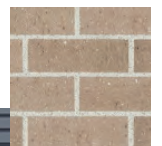
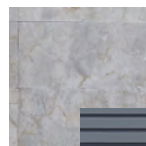
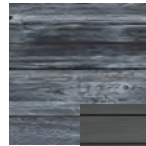
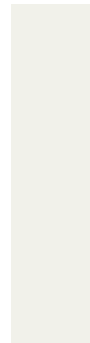
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To maintain a consistently high standard of dwelling design through controlling the variety of colours and finishes that can be used on dwelling facades.

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

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## 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.

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

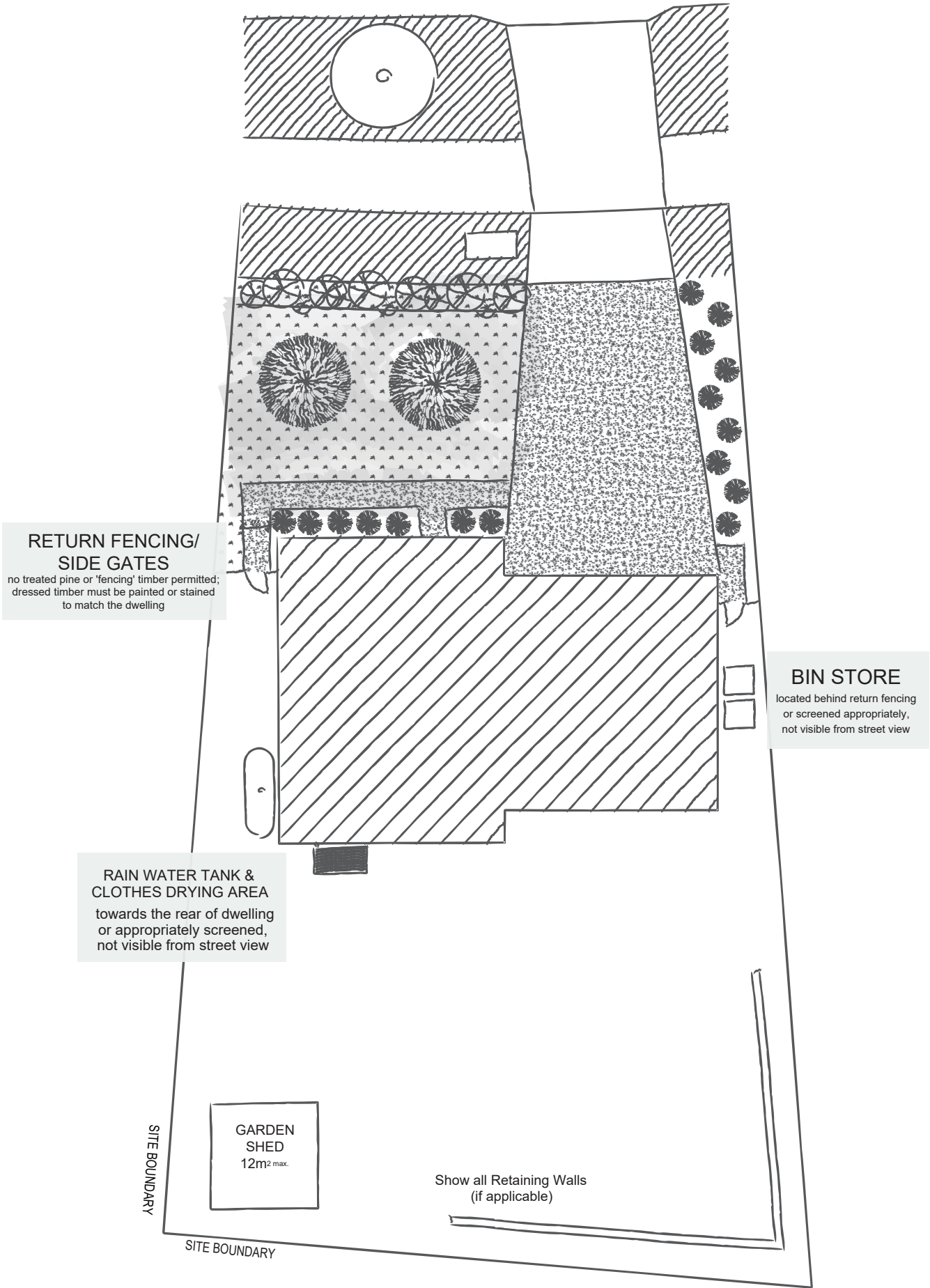
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To minimise the area of hardstand (e.g. concrete and paving) and maximise the amount of soft landscape (e.g. garden beds, turf and permeable surfaces).

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

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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.

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To protect and conserve water within the home and garden.

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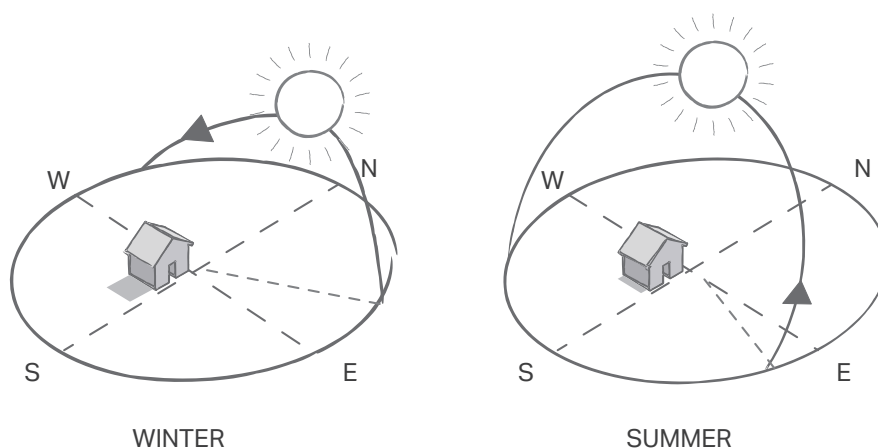
To increase energy efficient design through location and orientation of living spaces including the use of architectural forms such as eaves, window awnings and screens.

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## 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](http://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](mailto: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](http://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](http://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](http://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](http://denmanprospect.com.au)

## Annexure F

### 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.

**Crown Lease** means the Crown lease 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 Crown Lease and the Building and Siting Guideliness.
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* 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:
 

Block	Section	Division of Denman Prospect
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 G**

**Permissive Caveat**







**CAVEAT**

Form 036 - X

Land Titles Act 1925

I/We forbid the registration of any instrument affecting the land stated below in the "Action required by this Caveat" section of the form, unless this Caveat is withdrawn by me/us or by order of the court or lapses fully or partially in order to allow registration of an instrument.

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
CLAYTON UTZ LAWYERS	Conveyancing@claytonutz.com	02 6279 4036

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
	DENMAN PROPECT			

CAVEATOR (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS (including postcode)
HOMES FOR HOMES LIMITED ACN 143 151 544	GPO Box 4911 MELBOURNE VIC 3001

REPRESENTING SOLICITOR DETAILS FOR CAVEATOR (Complete if applicable – otherwise state below "Not Applicable")		
Name of Firm	Solicitor Email Address	Solicitor Name

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

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

REGISTERED PROPRIETOR/S (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS (including postcode)
CAPITAL ESTATE DEVELOPMENTS PTY LIMITED ACN 137 573 623	Level 4, Plaza Offices West, 21 Terminal Avenue, Canberra Airport ACT 2609

**NATURE OF THE ESTATE OR INTEREST IN THE LAND** (for information regarding what is considered a caveatable interest see instructions)

An equitable interest as charge pursuant to a charge granted under the Homes for Homes Donation Deed between the Caveator and Capital Estate Developments Pty Limited to secure payment of 0.1% of the sale proceeds upon the sale of the Land

**ADDRESS FOR SERVICE OF NOTICES FOR THE CAVEATOR** (Must be an address in the Australian Capital Territory – including postcode)

PO Box 253 Canberra ACT 2601

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

- |     |  |                          |
|-----|--|--------------------------|
| (a) | Prevention of all instruments with the land (refer to statutory exceptions overleaf).                                      | <input type="checkbox"/> |
| (b) | Prevention of all instruments with the land other than those dealings as identified at <i>S104(5) Land Titles Act 1925</i> | <input type="checkbox"/> |
| (c) | Prevention of instruments as follows: Transfer without Caveator's consent  | <input type="checkbox"/> |

**STATUTORY DECLARATION**

(must be an individual – a corporation cannot make a declaration – this form cannot be executed under Power of Attorney)

I, \_\_\_\_\_ of Level 10, 2 Phillip Law Street, Canberra, Clayton Utz,  
 Legal Practitioner (occupation)

~~I am the caveator~~ / I act for the caveator in the capacity of (please state) – Legal adviser

I/~~we~~ declare that to the best of my knowledge, information and belief, that the Caveator has a good and valid claim to the Estate and Interest set out in "Nature of Estate or Interest in the land"; and the caveat does not require leave of the Supreme Court (*S107c(1) Land Titles Act 1925*).

And I make this solemn declaration by virtue of the *Statutory Declarations Act 1959*, and subject to the penalties provided by that Act for the making of false declarations, conscientiously believing the statements contain in this declaration to be true in every particular.

**STATUTORY DECLARATION EXECUTION**

Declared at Canberra on the _____ day of 2020          Signature of person making the declaration	<b>Full name, qualification* and address of person before whom the declaration is made (in printed letters) (*Must be authorised under the <i>Statutory Declarations Act 1959</i>)</b>          Signature of person before whom the declaration is made
---	---

**OFFICE USE ONLY**

Lodged by		Certificate of title lodged	
Data entered by		Certificates attached to title	
Registered by		Attachments / Annexures	
Registration date		Production number	

# Homes for Homes Donation Deed (Charge)

Please return completed and signed Deed to:  
Homes for Homes, GPO Box 4911, Melbourne VIC 3001



Date 10 / 9 / 2015

This Deed is made between (Donor)

Name CAPITAL ESTATE DEVELOPMENTS PTY LIMITED ACN 137 573 623

Address LEVEL 1, 2 BRINDABELLA CIRCUIT  
CANBERRA AIRPORT ACT 2609

And Homes for Homes Limited, ACN 143 151 544 of  
GPO Box 4911, Melbourne VIC 3001 (Homes for Homes)

Property The Property known as:  
Property address: DENMAN PROSPECT, ACT (STAGE 1A1)  
(SEE SCHEDULE OF BLOCKS ATTACHED)

Being the whole of the land contained in

Unit            Block            Section            Division            OR

Certificate of Title Volume            Folio

Background The Donor agrees to donate 0.1% of the Property sale price upon sale of the Property, to Homes for Homes

## Executed as a Deed

Signed, sealed and delivered by the Donor

Name Capital Estate Developments P/L

Sign here >

Witnessed in the presence of,

Name STEPHEN LESLIE CARSON

Sign here >

Signed, sealed and delivered by an authorised signatory of Homes for Homes Limited.

Name DAMIAN ATKINS

Sign here >

Witnessed in the presence of

Name Jemma Fulton

Sign here >

**This Deed provides as follows:**

### **1. Promise**

- (a) When the Donor sells the Property, the Donor promises to Homes for Homes to donate 0.1% of the sale price of the Property to the Homes for Homes Initiative (Donation).
- (b) The promises set out above will bind and be enforceable against every registered proprietor from time to time of the Property.
- (c) The promises set out above will benefit and be enforceable by Homes for Homes or its permitted assigns.
- (d) This Donor agrees that this Deed binds the successors in title and registered proprietors from time to time of the Property.

### **2. Sale of Property**

- (a) Within 30 days or earlier after the settlement date, the Donor agrees to notify Homes for Homes of a sale of the Property (including details of the Incoming Purchaser) and make the Donation to Homes for Homes.
- (b) On receipt of the Donation, Homes for Homes must as soon as practicable issue a tax deductible receipt for the Donation to the Donor.

### **3. Charge**

- (a) The Donor charges all of its interest in the Property to Homes for Homes as security for the due and punctual payment of the Donation (Charge).
- (b) Homes for Homes acknowledges that the Charge will not take priority over any other encumbrances over the Property.
- (c) The Donor acknowledges that the Charge gives Homes for Homes an equitable interest in the Property for the purpose of lodging a permissive caveat on the certificate of title to the Property to protect its interest provided such caveat will allow dealings with the Property in priority to the interest of Homes for Homes. If the Donor requires consent to a dealing, Homes for Homes will provide consent to any subsequent dealing on request from the Donor.

### **4. Termination**

The Donor's obligations under this Deed to Homes for Homes will automatically terminate and the terms of this Deed will be of no force or effect if the Donor notifies Homes for Homes that the Donor no longer wishes to participate in the Homes for Homes Initiative and make the Donation to Homes for Homes.

### **5. Discharge of the Charge**

If the Donor (the current or a subsequent owner of the property) notifies Homes for Homes that the Donor no longer wishes to participate and make the Donation to Homes for Homes, Homes for Homes guarantees to discharge the Charge, by providing the Donor with a signed form of withdrawal of the permissive caveat, which will allow the Donor to withdraw the permissive caveat on payment of the requisite land title's office fee at any time.

### **6. Privacy**

The Donor consents to the collection, use and disclosure of their personal information by Homes for Homes for the purposes of:

- (a) entering into, administering and completing this Deed
- (b) providing to any third party who has a right or entitlement to share in the monies paid or payable to the Homes for Homes Initiative under this Deed
- (c) in circumstances where Homes for Homes is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act 1988 (Cth)

### **7. General**

The Donor will do all things and execute all documents necessary to give full effect to this Deed and the transactions contemplated by it.

### **8. Definitions and Interpretation**

#### **8.1 Definitions**

In this Deed:

- (a) **Homes for Homes Initiative** means that an owner of land will donate 0.1% of the sale price of its Property to the Homes for Homes Initiative when the Property is sold
- (b) **Incoming Party** means a purchaser or transferee of the Property from the Donor
- (c) **Sale price** means the price at which the Property is sold by the Donor (excluding GST)

#### **8.2 Interpretation**

- (a) The singular includes the plural and the plural includes the singular.
- (b) Words of any gender include all genders
- (c) A reference to a party to a document includes that party's successors in title and registered proprietors from time to time of the Property

#### **8.3 Counterparts**

- (a) This Deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Deed by signing any counterpart.


Schedule - Denman Prospect Stage 1A1

Block	Section	Block	Section	Block	Section	Block	Section	Block	Section
1	6	1	8	22	10	6	20	3	24
2	6	2	8	23	10	7	20	4	24
3	6	3	8	24	10	8	20	5	24
4	6	4	8	25	10	9	20	12	24
5	6	5	8	26	10	10	20	13	24
6	6	6	8	27	10	11	20	14	24
7	6	7	8	28	10	12	20	15	24
8	6	8	8	29	10	13	20	16	24
9	6	9	8	30	10	14	20	17	24
10	6	10	8	31	10	16	20	18	24
11	6	11	8	32	10	5	21	19	24
12	6	12	8	33	10	6	21	20	24
13	6	13	8	34	10	9	21	1	25
14	6	14	8	35	10	10	21	2	25
15	6	15	8	36	10	11	21	3	25
16	6	16	8	15	11	12	21	4	25
17	6	17	8	8	17	1	22	5	25
18	6	18	8	9	17	2	22	6	25
19	6	19	8	3	18	3	22	7	25
20	6	20	8	4	18	4	22	8	25
21	6	21	8	5	18	5	22	9	25
22	6	6	9	6	18	6	22	10	25
23	6	7	9	7	18	7	22	11	25
24	6	8	9	8	18	8	22	12	25
25	6	9	9	1	19	9	22	13	25
26	6	10	9	2	19	1	23	14	25
27	6	11	9	3	19	2	23	15	25
28	6	12	9	4	19	3	23	16	25
29	6	13	9	5	19	4	23	17	25
30	6	8	10	6	19	5	23	18	25
31	6	9	10	7	19	6	23	19	25
32	6	10	10	8	19	7	23	20	25
33	6	11	10	10	19	8	23	21	25
1	7	12	10	11	19	9	23	22	25
2	7	13	10	12	19	10	23	23	25
3	7	14	10	13	19	11	23	24	25
4	7	15	10	14	19	12	23		
5	7	18	10	16	19	13	23		
6	7	17	10	1	20	14	23		
7	7	18	10	2	20	15	23		
8	7	19	10	3	20	16	23		
9	7	20	10	4	20	1	24		
10	7	21	10	5	20	2	24		

# Homes for Homes Donation Deed (Charge)

Please return completed and signed Deed to:  
Homes for Homes, GPO Box 4911, Melbourne VIC 3001

**HOMES FOR  
HOMES**

A social enterprise by 

Date 10 / 9 / ~~2014~~ 2015

This Deed is made between (Donor)

Name CAPITAL ESTATE DEVELOPMENTS PTY  
LIMITED ACN 137 573 623

Address LEVEL 1, 2 BRINDABELLA CIRCUIT  
CANBERRA AIRPORT ACT 2609

And Homes for Homes Limited, ACN 143 151 544 of  
GPO Box 4911, Melbourne VIC 3001 (Homes for Homes)

Property The Property known as  
Property  
address: DENMAN PROSPECT, ACT (STAGE 1A2)  
(SEE SCHEDULE OF BLOCKS ATTACHED)

Being the whole of the land contained in

Unit	Block	Section	Division	OR

Certificate of Title Volume: Folio:

Background The Donor agrees to donate 0.1% of the Property sale price,  
upon sale of the Property, to Homes for Homes

## Executed as a Deed

Signed, sealed and delivered by the Donor

Name Capital Estate Developments  
pty

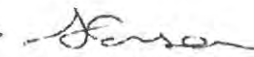
Sign here >



Witnessed in the presence of

Name STEPHEN LESLIE CARSON

Sign here >

  
Company Secretary

Signed, sealed and delivered by an authorised signatory  
of Homes for Homes Limited.

Name DAMIAN ATKINS

Sign here >



Witnessed in the presence of

Name: Jemma Fulton

Sign here >



This Deed provides as follows:

### 1. Promise

- (a) When the Donor sells the Property, the Donor promises to Homes for Homes to donate 0.1% of the sale price of the Property to the Homes for Homes Initiative (Donation).
- (b) The promises set out above will bind and be enforceable against every registered proprietor from time to time of the Property.
- (c) The promises set out above will benefit and be enforceable by Homes for Homes or its permitted assigns.
- (d) This Donor agrees that this Deed binds the successors in title and registered proprietors from time to time of the Property.

### 2. Sale of Property

- (a) Within 30 days or earlier after the settlement date, the Donor agrees to notify Homes for Homes of a sale of the Property (including details of the Incoming Purchaser) and make the Donation to Homes for Homes.
- (b) On receipt of the Donation, Homes for Homes must as soon as practicable issue a tax deductible receipt for the Donation to the Donor.

### 3. Charge

- (a) The Donor charges all of its interest in the Property to Homes for Homes as security for the due and punctual payment of the Donation (Charge).
- (b) Homes for Homes acknowledges that the Charge will not take priority over any other encumbrances over the Property.
- (c) The Donor acknowledges that the Charge gives Homes for Homes an equitable interest in the Property for the purpose of lodging a permissive caveat on the certificate of title to the Property to protect its interest provided such caveat will allow dealings with the Property in priority to the interest of Homes for Homes. If the Donor requires consent to a dealing, Homes for Homes will provide consent to any subsequent dealing on request from the Donor.

### 4. Termination

The Donor's obligations under this Deed to Homes for Homes will automatically terminate and the terms of this Deed will be of no force or effect if the Donor notifies Homes for Homes that the Donor no longer wishes to participate in the Homes for Homes Initiative and make the Donation to Homes for Homes.

### 5. Discharge of the Charge

If the Donor (the current or a subsequent owner of the property) notifies Homes for Homes that the Donor no longer wishes to participate and make the Donation to Homes for Homes, Homes for Homes guarantees to discharge the Charge, by providing the Donor with a signed form of withdrawal of the permissive caveat, which will allow the Donor to withdraw the permissive caveat on payment of the requisite land title's office fee at any time.

### 6. Privacy

The Donor consents to the collection, use and disclosure of their personal information by Homes for Homes for the purposes of:

- (a) entering into, administering and completing this Deed
- (b) providing to any third party who has a right or entitlement to share in the monies paid or payable to the Homes for Homes Initiative under this Deed
- (c) in circumstances where Homes for Homes is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act 1988 (Cth)

### 7. General

The Donor will do all things and execute all documents necessary to give full effect to this Deed and the transactions contemplated by it.

### 8. Definitions and Interpretation

#### 8.1 Definitions

In this Deed:

- (a) **Homes for Homes Initiative** means that an owner of land will donate 0.1% of the sale price of its Property to the Homes for Homes Initiative when the Property is sold
- (b) **Incoming Party** means a purchaser or transferee of the Property from the Donor
- (c) **Sale price** means the price at which the Property is sold by the Donor (excluding GST)

#### 8.2 Interpretation

- (a) The singular includes the plural and the plural includes the singular.
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#### 8.3 Counterparts

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- (b) All counterparts, taken together, constitute one instrument.
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Schedule - Denman Prospect Stage 1A2

Block	Section	Block	Section	Block	Section	Block	Section
1	9	6	12	25	14	2	18
2	9	7	12	1	15	13	18
3	9	8	12	2	15	14	18
4	9	9	12	3	15	15	18
5	9	10	12	4	15	16	18
14	9	11	12	5	15	17	18
1	10	1	13	6	15	18	18
2	10	2	13	7	15	1	21
3	10	3	13	8	15	2	21
4	10	4	13	9	15	3	21
5	10	5	13	10	15	13	21
6	10	6	13	11	15	14	21
7	10	7	13	14	15	15	21
37	10	8	13	1	16	16	21
38	10	9	13	2	16	17	21
39	10	10	13	3	16	18	21
40	10	11	13	4	16	19	21
41	10	12	13	5	16	20	21
42	10	13	13	6	16	21	21
43	10	14	13	7	16	22	21
44	10	15	13	8	16	23	21
2	11	16	13	13	16	24	21
3	11	1	14	14	16	25	21
4	11	3	14	15	16	26	21
5	11	4	14	17	16	27	21
6	11	5	14	18	16	28	21
7	11	6	14	1	17	29	21
8	11	7	14	2	17	30	21
9	11	10	14	3	17	31	21
10	11	11	14	4	17	32	21
16	11	12	14	5	17	10	22
17	11	13	14	6	17	11	22
18	11	14	14	7	17	12	22
19	11	15	14	10	17	13	22
20	11	16	14	11	17	14	18
21	11	17	14	12	17	15	18
22	11	18	14	13	17	16	18
1	11	19	14	14	17	17	18
1	12	20	14	15	17	18	18
2	12	21	14	16	17		
3	12	22	14	17	17		
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5	12	24	14	1	18		



# Homes for Homes Donation Deed (Charge)

Please return completed and signed Deed to:  
Homes for Homes, GPO Box 4911, Melbourne VIC 3001



Date 14 / 10 / 2016

This Deed is made between (Donor)

Name: CAPITAL ESTATE DEVELOPMENTS PTY LIMITED  
ACN 137 513 623  
Address: LEVEL 1, 2 BRINDABELLA CIRCUIT  
CANBERRA AIRPORT ACT 2609

And Homes for Homes Limited, ACN 143 161 544 of  
GPO Box 4911, Melbourne VIC 3001 (Homes for Homes)

Property The Property known as:  
Property address: STAGE 1B DENMAN PROSPECT

Being the whole of the land contained in:

Unit: Block: 5 & 6 Section: 1 Division: DENMAN PROSPECT OR

Certificate of Title Volume.

Folio:

Background

The Donor agrees to donate 0.1% of the Property sale price,  
upon sale of the Property, to Homes for Homes.

Executed as a Deed

Signed, sealed and delivered by the Donor: *an authorised signatory of*

Name: STEPHEN BYRON

Witnessed in the presence of

Name: Michelle Knighton

Signed, sealed and delivered by an authorised signatory  
of Homes for Homes Limited:

Name: DAMIAN ATKINS

Witnessed in the presence of:

Name: Emma O'Halloran

Sign here >

Sign here >

Sign here >

Sign here >

Improving the outcomes for all  
Australians through stable housing.

Commercial in Confidence.



## **This Deed provides as follows:**

### **1. Promise**

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