

**CONTRACT FOR SALE – LAND NOT  
READY SCHEDULE**



<b>DATE OF THIS CONTRACT</b>					
<b>LAND</b>		Block	Section	Division	Stage
				Denman Prospect	7
<b>STAKEHOLDER</b>					
<b>SELLER'S AGENT</b>					
<b>OCCUPANCY</b>		Vacant Possession			
<b>CO-OWNERSHIP</b>	Mark one <i>See clause 35</i>	<input type="checkbox"/> Tenants in common ( <i>Show shares</i> )		<input type="checkbox"/> Joint Tenants	
<b>SELLER</b>	Full name ACN/ABN Address	<b>CAPITAL ESTATE DEVELOPMENTS PTY LTD</b> 137 573 623 Level 4 Plaza Offices West, Terminal Avenue CANBERRA AIRPORT ACT 2609			
<b>SELLER'S SOLICITOR</b>	Firm	Clayton Utz			
	Ref	Carol Axiotis			
	Phone	02 6279 4036			
	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 Less Deposit Balance	\$ (The Price is GST inclusive) (10% of Price)			
<b>RESIDENTIAL WITHHOLDING TAX</b>	<i>See page 2 &amp; clause 42</i>	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>	<i>See clause 19</i>	In accordance with clause 19			
<b>SUNSET DATE</b>	<i>See clause 5</i>	16 December 2024			
<b>STANDARD ANNEXURES</b>	Documents annexed to this Contract	Annexure A - Director's Guarantee; Annexure B - Specimen Lease; Annexure C - Plan; Annexure D - Block Details Plan; Annexure E - Building and Siting Guidelines; Annexure F - Restrictive Covenant; Annexure G - Permissive Caveat & Donor Deed Annexure H - Title Documents Annexure J - Specimen DV Deed			
<b>RESTRICTIONS ON TRANSFER</b>		Refer clauses 21 & 22			
<b>SPECIAL CONDITIONS</b>	Special conditions apply	<input checked="" type="checkbox"/> Yes Annexure I (if applicable)		<input 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.					
CAPITAL ESTATE DEVELOPMENTS PTY LTD by its Attorney under Power of Attorney ACT Registration No.0143707, for which the Attorney has not received notice of revocation, 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 This Contract is subject to and conditional upon:

- (a) construction by the Seller of all the works necessary to comply with the development application for the Plan which has been lodged by the Seller, which is subject to approval under the Planning and Development Act, and any conditions of the approval of the development application including all onsite and offsite works to supply water, sewerage, electricity, storm water and gas services to or adjacent to each lot in the subdivision (but which specifically excludes the requirement to undertake any Associated Works); and
- (b) registration of a plan of subdivision substantially in the form of the Plan as a deposited plan.

5.2 Either party may rescind this Contract if the works referred to in clause 5.1 have not been completed or the Plan is not registered as a deposited plan on or before the Sunset Date.

5.3 The Sunset Date may be extended by the Seller giving written notice to the Buyer if events occur beyond the Seller's reasonable control preventing registration of the Plan as a deposited plan by the Sunset Date.

5.4 The Buyer acknowledges that the Land, the Plan, the Block Plans and the Crown Lease may be affected or amended by the requirements of legislation, 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.

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



- 5.6 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.
- 5.7 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 5.4 submit a claim to the Seller in respect of such (time being of the essence).
- 5.8 If the Buyer makes a claim in accordance with clause 5.7 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 of or rescind or terminate this Contract because of:

- (a) a change in the description of the Land; or
- (b) any minor variations between the size or location of the Land as shown on the Plan and the Land as shown on the Plan as registered if the variation does not exceed 5% of the area of the Land; or
- (c) any change between anything shown on the Plan and that thing shown on the Plan as registered which does not materially adversely affect the value 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:

- (a) 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; and
- (b) where a Notice to Complete or a Default Notice is validly served, the defaulting party will be liable for the non-defaulting party's costs for serving the notice, being \$165.00 (GST inclusive) which will be adjusted on Completion.

## 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 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.

17.5 If a notice is served in accordance with 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) 15 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 15 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 2007* (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 after Completion, 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 Plan, the Planning Control 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, the Planning Control Plans or the 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 42.14 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 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. **Alphabetical identifier for the Land**

- 44.1 The Buyer acknowledges that the alphabetical identifier for the Land in the Schedule:
- (a) is a temporary identifier for the Land; and
  - (b) describes the Land with the same alphabetical identifier in the Block Details Plan.
- 44.2 The Seller will inform the Buyer of the numerical identifier for the Land within a reasonable time of the Seller being notified of the numerical identifier by the Authority.
- 44.3 The Buyer agrees that the reference to:
- (a) the alphabetical identifier in the Block Details Plan will be a reference to the numerical identifier once issued; and
  - (b) the Land in the Transfer will be the numerical identifier.

#### 45. **Definitions and Interpretation**

- 45.1 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"; and 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 Provision</b>	has the same meaning as in the Planning and Development Act.
<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.



- Crown Lease** 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.
- Deposit Bond** means either:
- (a) a Deposit Insurance Bond issued to the Seller at the request of the Buyer in form and substance satisfactory to the Seller; or
  - (b) a bank guarantee issued by a bank operating in Australia in a form and substance satisfactory to the Seller.
- Development** has the same meaning as in the Planning and Development Act.
- Donation Deed** means the deed between the Seller as the Donor and Homes for Homes pursuant to which the Seller agrees to participate in the Homes for Homes Initiative, a copy of which is attached to this Contract as Annexure G;
- General Solar Installation** includes:
- (a) a minimum 3.7 kW solar array consisting of the following (or equivalent):
    - (i) one (1) inverter with 12 year warranty;
    - (ii) solar panels (12 year product warranty and 25 year efficiency guarantee);
    - (iii) five (5) year workmanship warranty on installation;
    - (iv) software based monitoring capability;
    - (v) ten (10) integrated optimisers (12 year product warranty);
    - (vi) extra cost of metering in lieu of standard metering; and
    - (vii) Authority inspection fee (up to \$240.00 GST exempt);
  - (b) panels mounted flat to the roof of a single level dwelling in a single array,
- and does not include (and for which the Buyer will incur additional installation charges):
- (c) split array;
  - (d) installation on a concrete, terracotta tile, flat or steep pitch roof or dwelling with raked ceilings; and
  - (e) installation items that fall outside those specified in paragraphs (a) and (b).
- Heritage Act** is the *Heritage Act 2004* (ACT).
- Heritage Register** is the heritage places register referred to in the Heritage Act.

<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>Plan</b>	means the proposed plan of the subdivision attached to this Contract as <b>Annexure C</b> .
<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 \$5,500.00 (GST inclusive) 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: (a) when used in a geographical sense, the Australian Capital Territory; and  (b) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self Government) Act 1998</i> (Cth).
<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.

45.2 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.

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

45.4 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.

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

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

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**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 \_\_\_\_\_ 202 .

**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.**

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**Annexure B**

**Crown Lease**

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



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Volume

Folio

CONDITIONS APPLICABLE

--	--

MOP (No.)

Annexure

SPECIMEN ONLY

--

LEASE No

AUSTRALIAN CAPITAL TERRITORY  
**CROWN LEASE**

SPECIMEN ONLY

**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.
--------------------------

6. RESERVATIONS AND STATUTORY RESTRICTIONS

The statutory restriction(s) is/are: Section 298 of the Planning and Development Act 2007.
---

7. VARIATIONS TO MEMORANDUM OF PROVISIONS

Not Applicable
----------------

**8. EXECUTION**

<b>SIGNED BY</b>	
<b>SIGNATURE OF LESSEE</b>	<b>SIGNATURE OF WITNESS</b>
	<b>NAME OF WITNESS (BLOCK LETTERS)</b>

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

**OFFICE USE ONLY**

<b>EXAMINED</b>	
<b>VOLUME: FOLIO</b>	
<b>REGISTERED:</b>	

**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

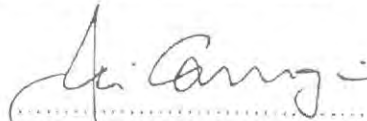
- 3.7 the Lessee will be entitled to a further Lease of the Land on such terms as the Act provides;

#### 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 )

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**Annexure C**

**Plan**

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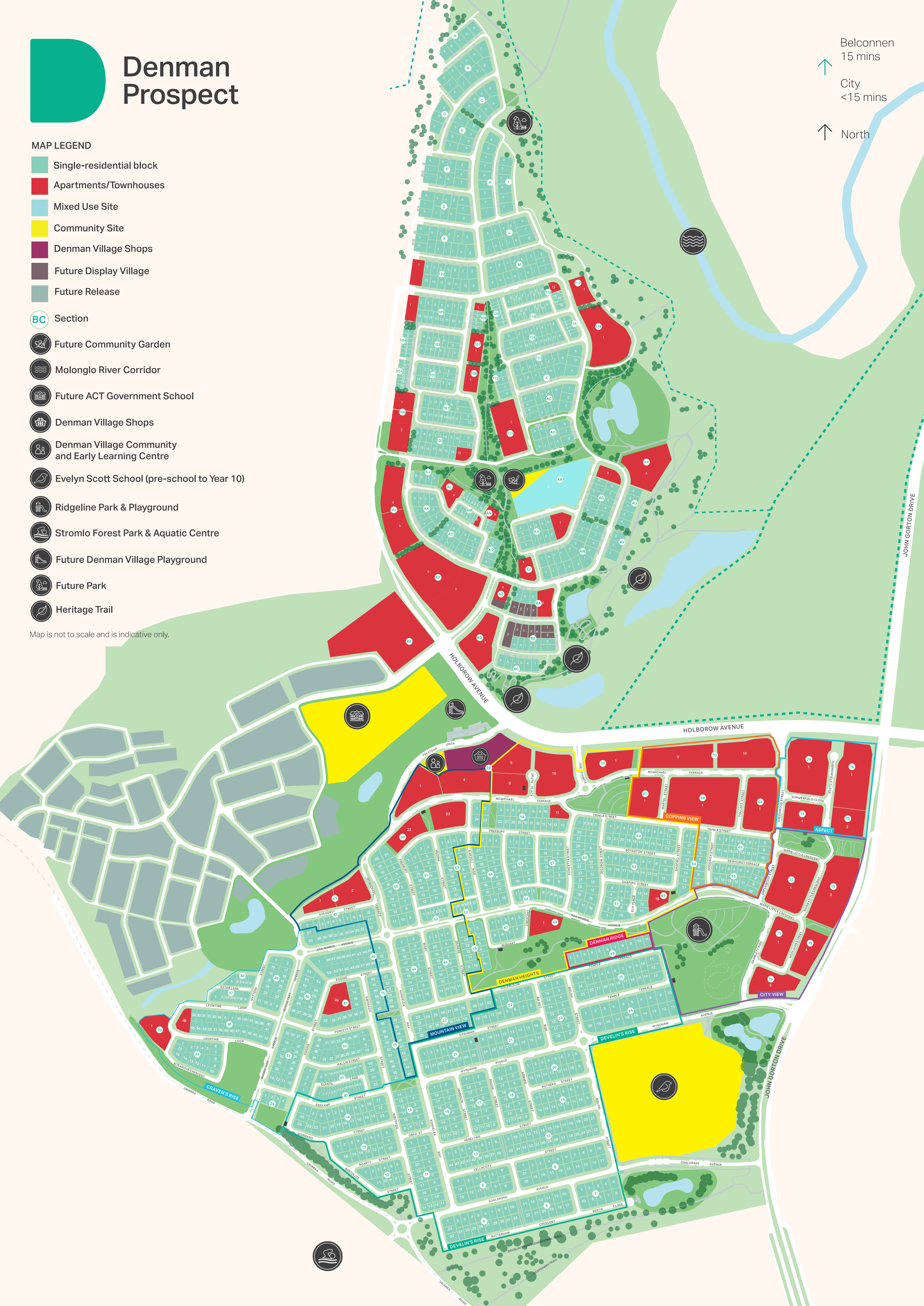
# Denman Prospect

## MAP LEGEND

- Single-residential block
- Apartments/Townhouses
- Mixed Use Site
- Community Site
- Denman Village Shops
- Future Display Village
- Future Release
- BC Section
- 🌳 Future Community Garden
- 🌊 Molonglo River Corridor
- 🏫 Future ACT Government School
- 🏪 Denman Village Shops
- 👨👩👧👦 Denman Village Community and Early Learning Centre
- 🎒 Evelyn Scott School (pre-school to Year 10)
- 🎡 Ridgeline Park & Playground
- 🏊 Stromlo Forest Park & Aquatic Centre
- 🎡 Future Denman Village Playground
- 🌳 Future Park
- 🌿 Heritage Trail

Map is not to scale and is indicative only.

Belconnen  
15 mins  
City  
<15 mins  
North





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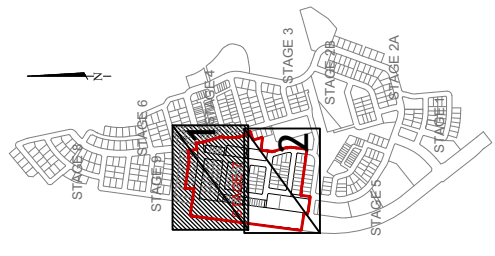
**Annexure D**

**Block Plans**

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KEY PLAN

<p>AMENDMENT DETAILS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>APPROVED</th> <th>CHECK</th> <th>DESIGN</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	APPROVED	CHECK	DESIGN	BY							<p>Authorised for Issue:</p> <p>BY: _____</p> <p>SIGN: _____</p>	<p>DATE: _____</p>	<p>SCALE 1:500 (A1)</p> <p>SCALE 1:1000 (A3)</p>	<p>FOR CONTINUATION REFER TO DRAWING 17-002349-04-BDD2</p>	<p>WAVE NO.</p>	<p>Denman Prospect</p> <p>CAPITAL ESTATE DEVELOPMENTS</p>	<p>calibre group</p> <p>calibregroup.com</p>	<p>PL PLACE LOGIC</p> <p>spire</p>	<p>DENMAN NORTH-STAGE 7</p>	<p>DISCLAIMER</p> <p>ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR</p> <p>PRIOR TO CONSTRUCTION. USE WRITTEN DIMENSIONS ONLY. DO NOT SCALE. NOT FOR CONSTRUCTION UNLESS STAMPED BY CERTIFYING AUTHORITY.</p>	<p>BLOCK DETAIL PLAN</p> <p>SECTION: 103, 104, 105, 107, 108, 123</p> <p>SHEET 1 OF 2</p> <p>17-002349-04 BDD1</p>
NO.	DATE	APPROVED	CHECK	DESIGN	BY																		

DRAFT





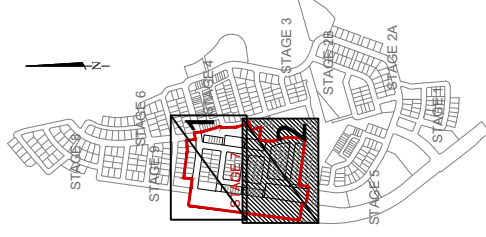
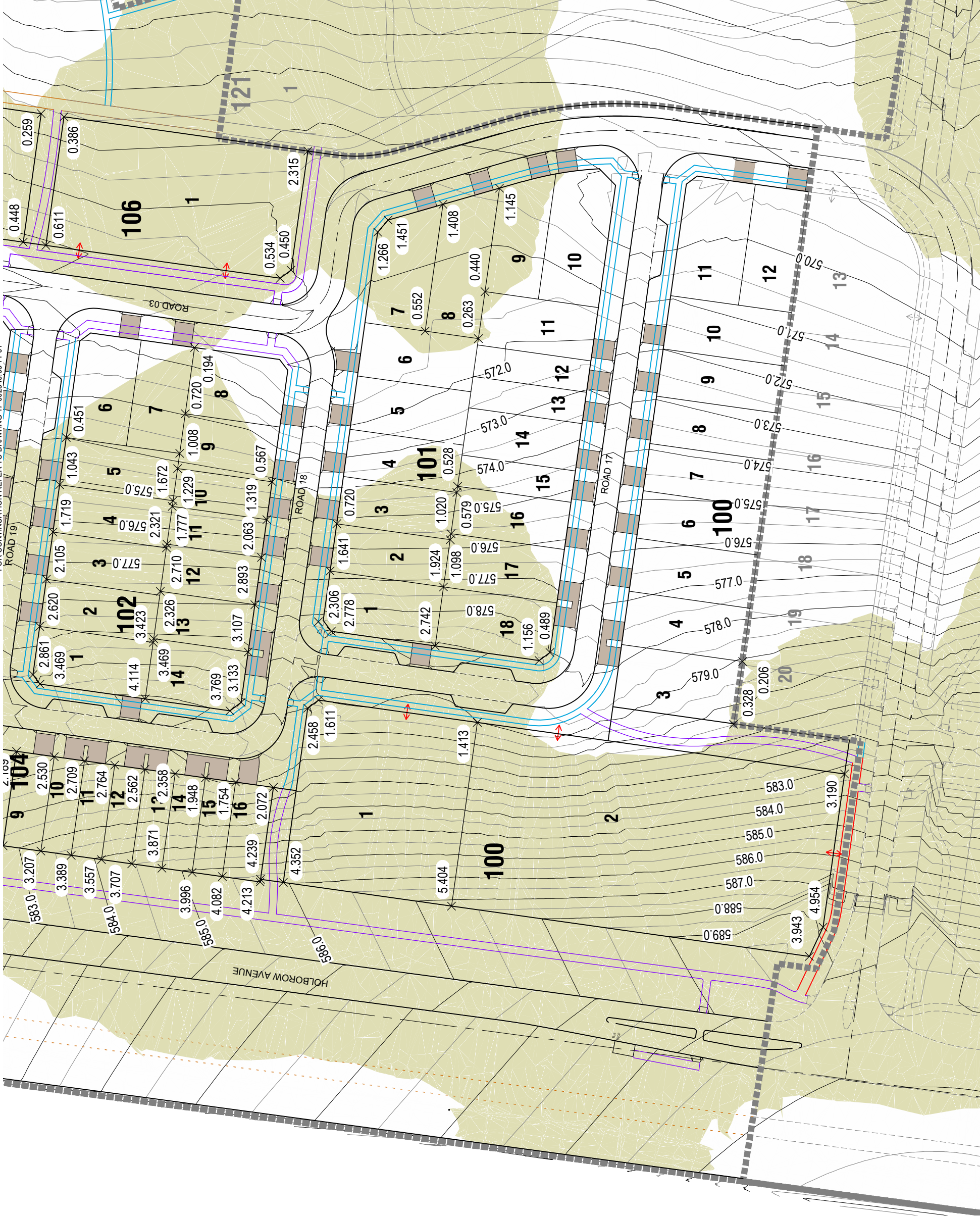






FOR CONTINUATION REFER TO DRAWING 17-002349.03-FP01

- LEGEND**
- STAGE BOUNDARY
  - DRIVEWAY
  - INDICATIVE DRIVEWAY LOCATION
  - SECTION IDENTIFIER
  - BLOCK IDENTIFIER
  - SERVICE EASEMENT
  - GRADING LIMITS
  - FILL
  - FINISHED CONTOURS @ 0.5m INTERVALS
  - FILL DEPTHS (IN METRES)



**KEY PLAN**

**NOTES:**

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.

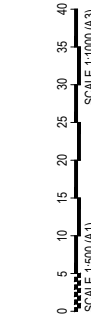


REV	DATE	BY	CHKD	APP'D

AMENDMENT DETAILS

FIRST ISSUE: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 CHECKED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**DRAFT**



**Denman Prospect**  
**CAPITAL ESTATE DEVELOPMENTS**

**calibre**  
 calbregroup.com

**PL PLACE LOGIC**  
**spire**

DENMAN NORTH-STAGE 7

FILL ON BLOCKS PLAN  
 SECTION: 100, 101, 102, 104, 106  
 SHEET 2 OF 2

17-002349.04 FP02

DISCLAIMER  
 ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR  
 WORKING TO THE WRITTEN DIMENSIONS ONLY. DO  
 NOT SCALE FOR CONSTRUCTION UNLESS STAMPED BY  
 CERTIFYING AUTHORITY

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**Annexure E**

**Building and Siting Guidelines**



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# Denman Prospect

## Building and Siting Guidelines

## How to use the Guidelines

- Approval process
- Façade design
- Siting and design
- Services and ancillary items
- Roof and solar requirement
- External colours and finishes
- Landscaping
- Sustainability

# Welcome to Denman Prospect

A place where we work with home owners and builders to create Canberra's most remarkable suburb.

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

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 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.



## How to use the Guidelines



All building designs must be approved and endorsed by the Design Coordinator. This includes external colour and material selections and landscaping plans.

The Design Coordinator may 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.

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 directions that must be complied with to meet the objectives.

# Approval process

## 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.

## Step 3 Approval



The Design Coordinator will 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 to your plans and specifications prior to or during the construction of your dwelling must be re-submitted to the Design Coordinator for endorsement.

## Step 5 Building Certification and/or ACTPLA Approval



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

## Step 6 Certificate of Occupancy



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

## Step 7 Practical Completion

Return of Compliance Bond & Landscaping Contribution

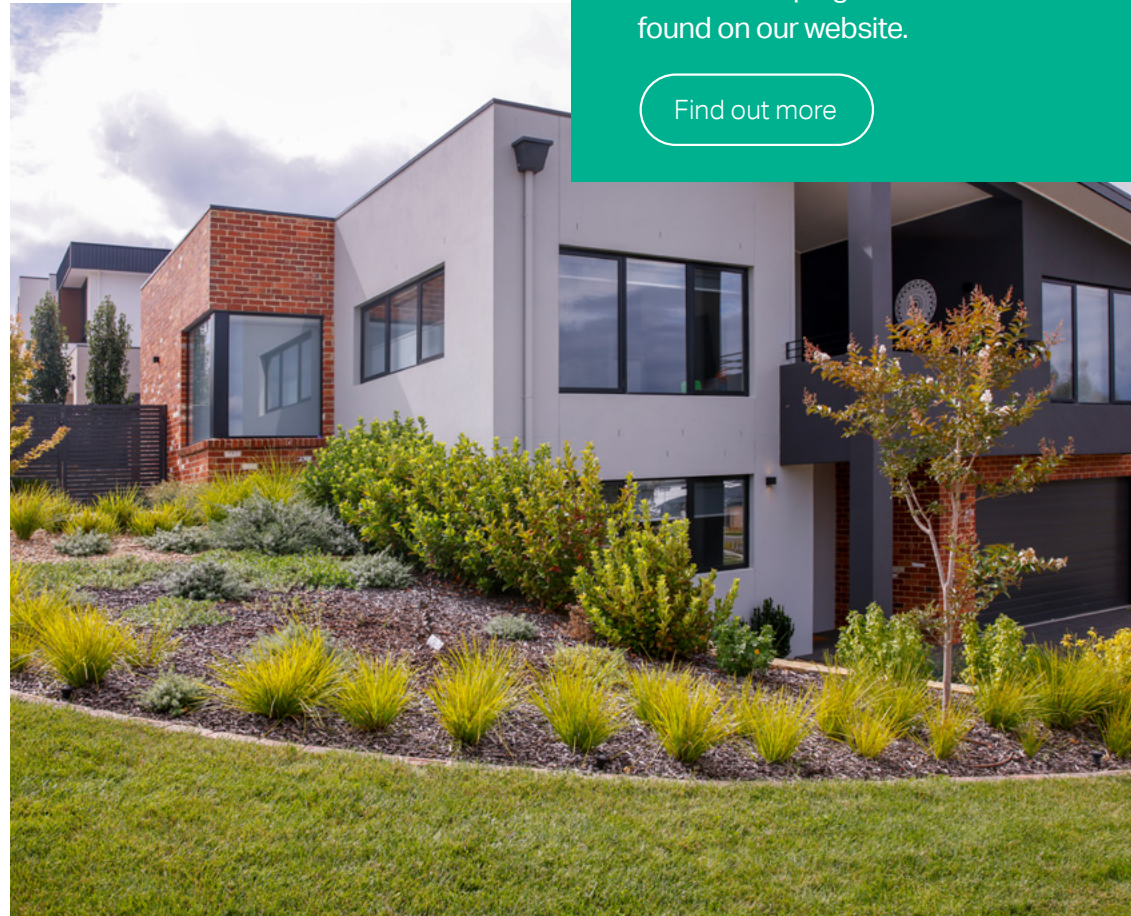


Once the Developer determines Practical Completion has been achieved, the online application for return of the Compliance Bond and payment of the Landscaping Contribution can be completed.



## Practical completion means:

- 1 The construction of the dwelling is complete and all aspects comply with the plans and specifications endorsed by the Developer.
- 2 Any damage to nature strips or public domain prior to or during construction has been rectified.
- 3 All landscaping, including reinstatement of the verge, has been completed.
- 4 All boundary fencing, return fencing, side gates and retaining walls have been constructed to the satisfaction of the Developer and as per the endorsed plans.



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

[Find out more](#)

# Façade design



Well-articulated façade elements combined with appropriate use of a neutral colour scheme and natural materials palette will ensure 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.



## Objectives

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

---

Ensure all corner blocks 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.

---

Ensure that dwellings on corner blocks address and 'wrap' the street corner through building articulation and design.

---

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

---

Ensure a balance within the streetscape through a 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 a minimum 1.5m deep.
- 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 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 or carports 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.
- The dwelling design on corner blocks must address the street corner and both street frontages. This may require additional treatments.





## Siting & design



Dwellings must be responsive to the natural topography of the Block. This respects the natural fall of the land and 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.

## Objectives

Create a home environment that promotes liveability, comfort and safety.

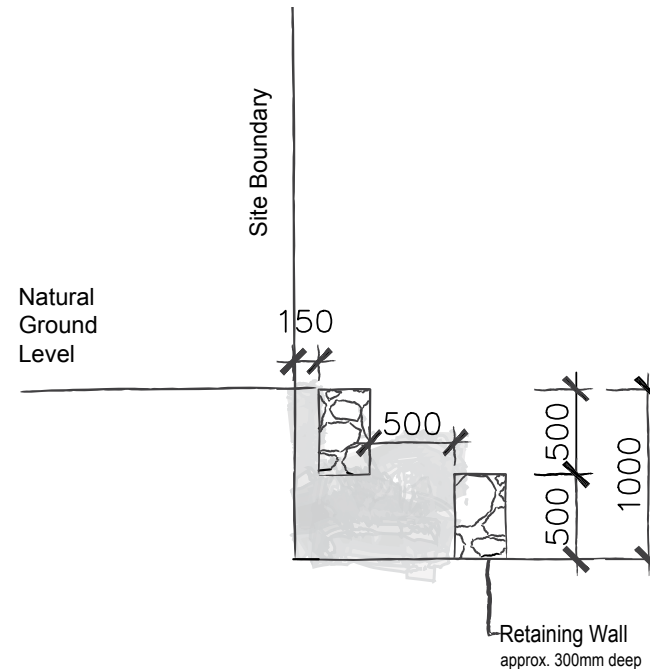
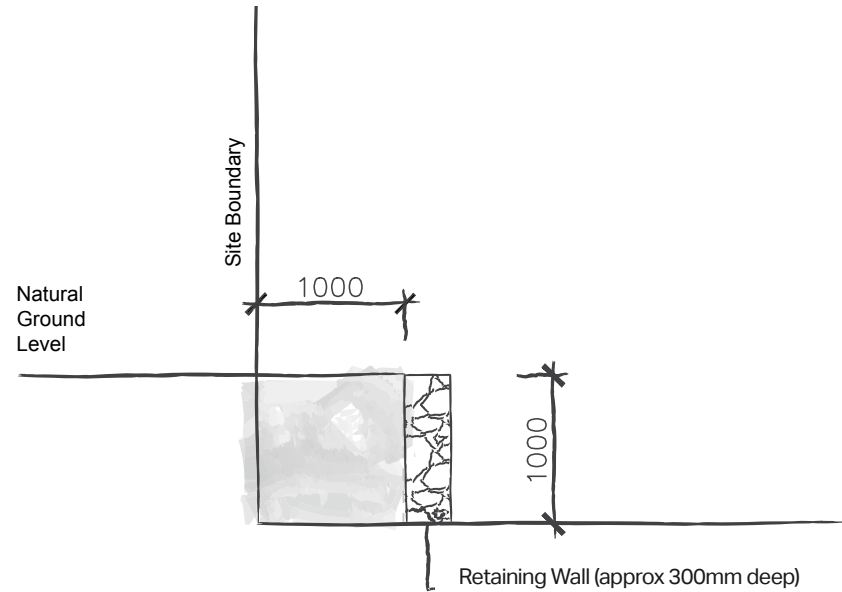
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Primary living areas should have functional connection with the outdoor private open space areas such as courtyards and alfresco areas.

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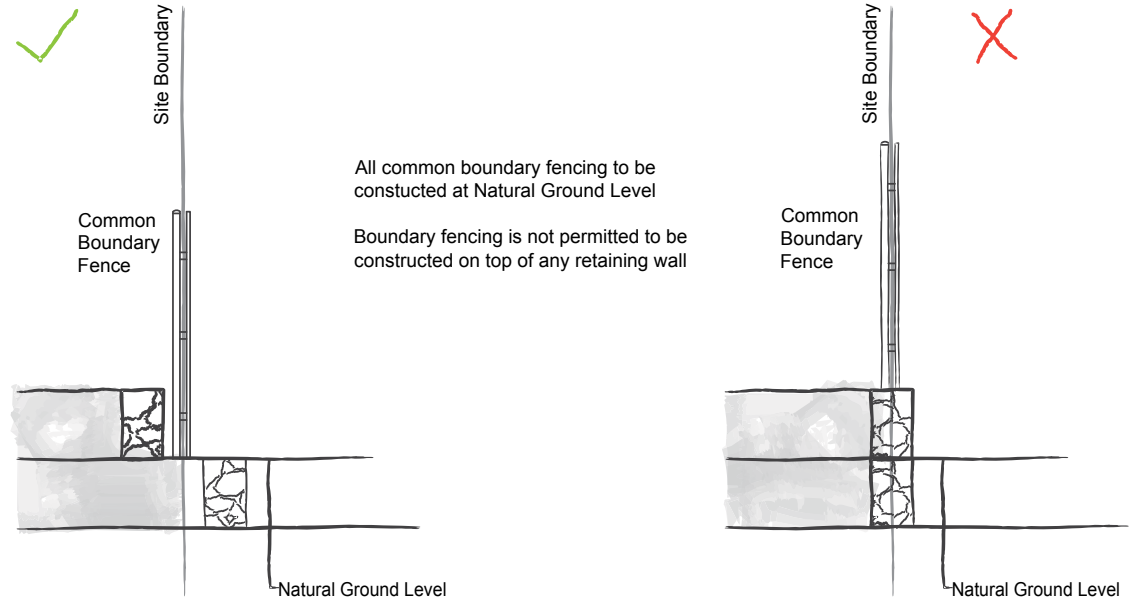
# Requirements

- 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.
- The finished level of the garage must not sit more than 1000mm above or below the level of the driveway crossover.

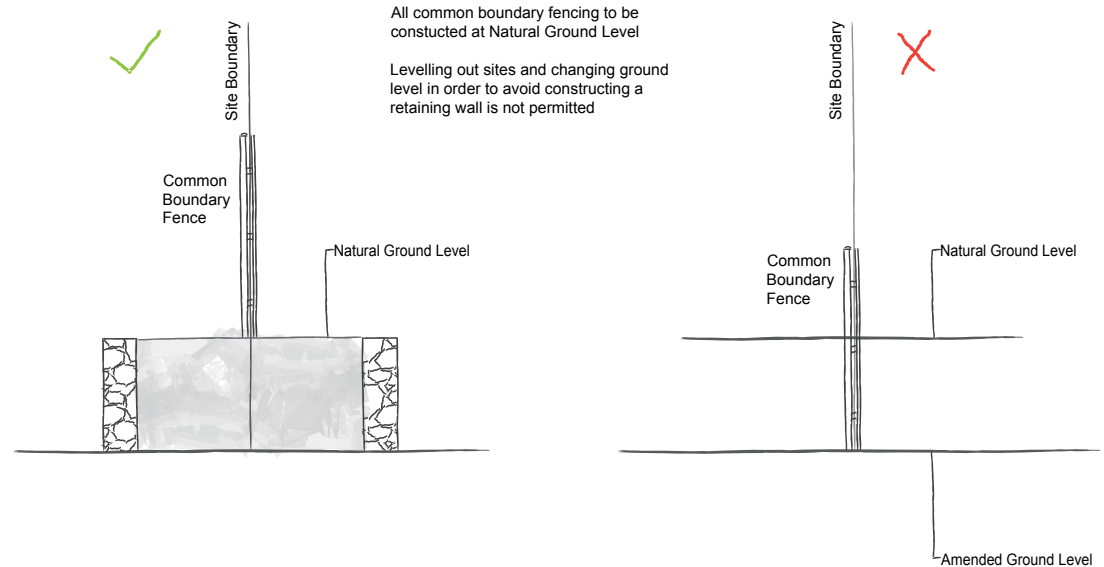


# Requirements

- 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 individual Blocks.



- 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.





## Services and ancillary items



### Objectives

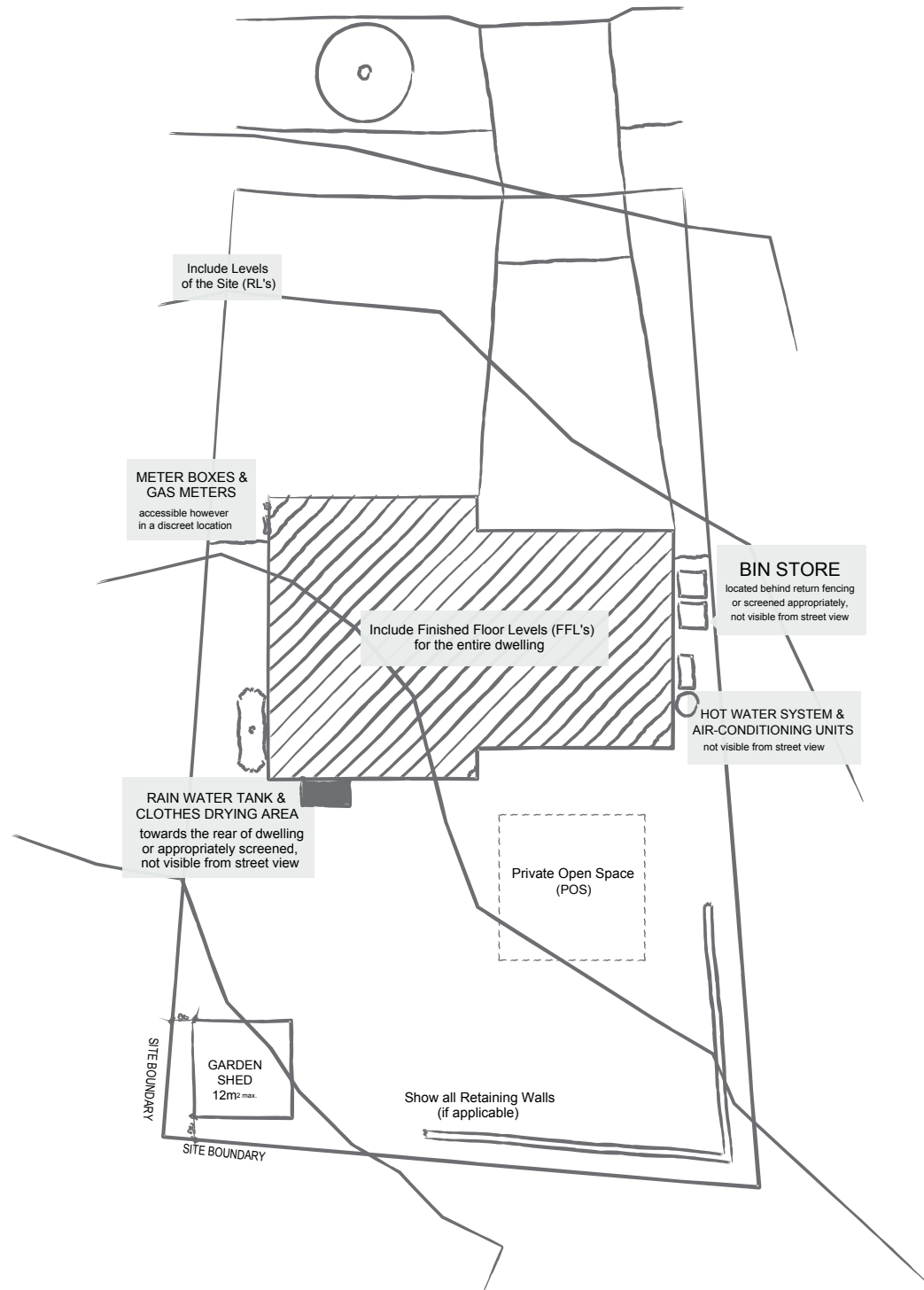
The streetscape and neighbourhood character of Denman Prospect should be protected by ensuring building and dwelling services and ancillary items are hidden from the public realm and view (where achievable). They should be located to the rear or side of dwellings.

---



## Requirements

- No service rooms such as bathrooms or laundries are to be located on the front façade or visible from the street.
- Evaporative coolers are to be colour matched to the roof and not visible from the street.
- Rainwater tanks are to be colour matched to the home and not visible from the street; either located towards the rear of the dwelling or appropriately screened.
- 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
    - Clothes drying areas
    - Sheds
    - Satellite dishes
    - Hot water systems
  - 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.







## Roof & solar requirement



Roofs have a significant impact on the overall aesthetics 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

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

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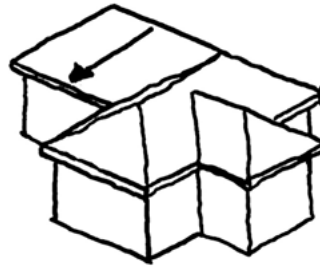
Ensure roofs have eaves and overhangs for shading of external walls for good passive solar performance.

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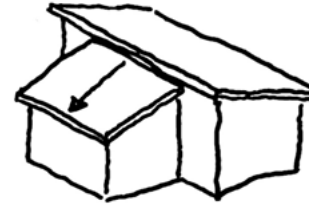
Homes are to use a range of building forms including high roof pitches, large eaves, and simple, natural colour palettes.

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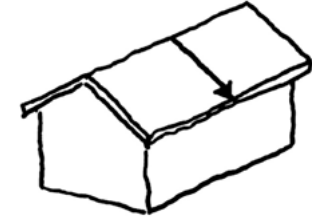
- Roof materials must be of one colour choice only.
- Consider the impact of mounting solar panels when designing roof form.
- Roof pitches are as follows:



Hip roofs between 20-25 degrees

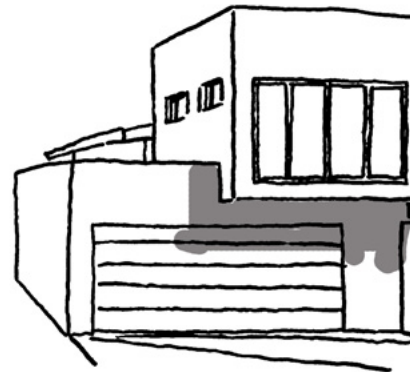


Gable roofs between 20-25 degrees

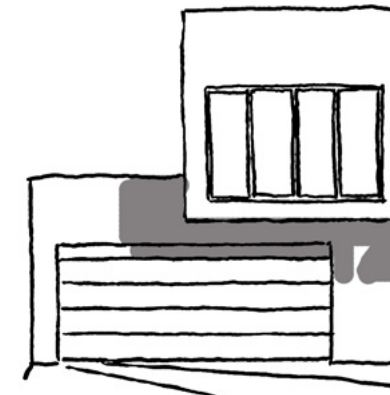


Skillion roof angles between 10-15 degrees

- Curved roofs are not permitted.
- 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.



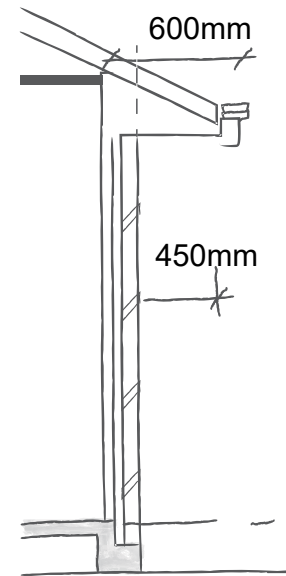
Side elevation



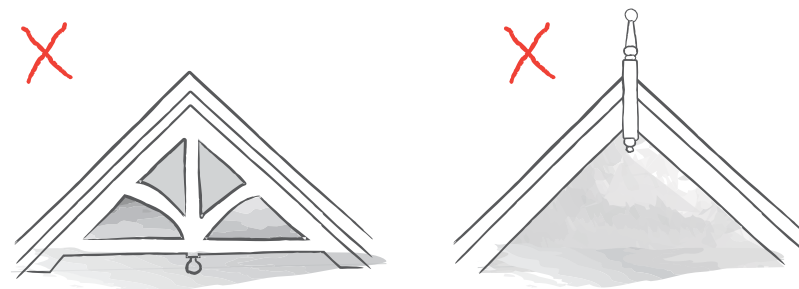
Front elevation



- Reflective roof materials are not permitted.
- White or light coloured roof materials are not permitted.
- 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. Eaves are measured from the timber frame.



- Top elements of the roof are to be a simple form. Finials, domes or decorative details are not 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, solar arrays may be fitted in view from the street however they must be fitted flat to the roof.



# External colours & finishes



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.

## Objectives

Incorporate palette of colours and finishes which complement the local streetscape and the neighbourhood character of Denman Prospect.


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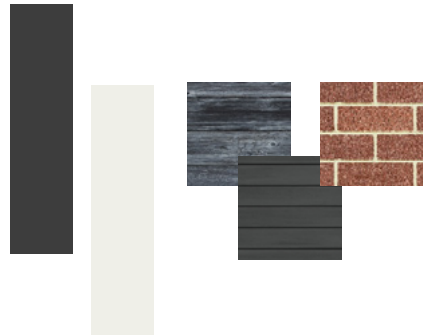
Establish a predominantly neutral colour scheme for streetscapes with light and dark contrast colours within facades to provide highlights to each home.

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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.

# Examples of colour palettes





## Requirements

- The base of the dwelling is to be solid, with no lightweight materials to be used at the base of the dwelling.
- The primary choice of colours for the dwelling should be neutral, of natural colour tones, reflecting the environment.
- Stronger, complementary accent colours are encouraged for key architectural elements.
- White on white 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 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
- 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 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.



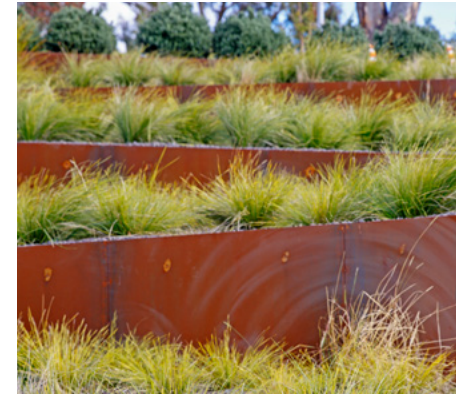
## Landscaping



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.

Landscape plans need to be submitted to the Design Coordinator for endorsement.



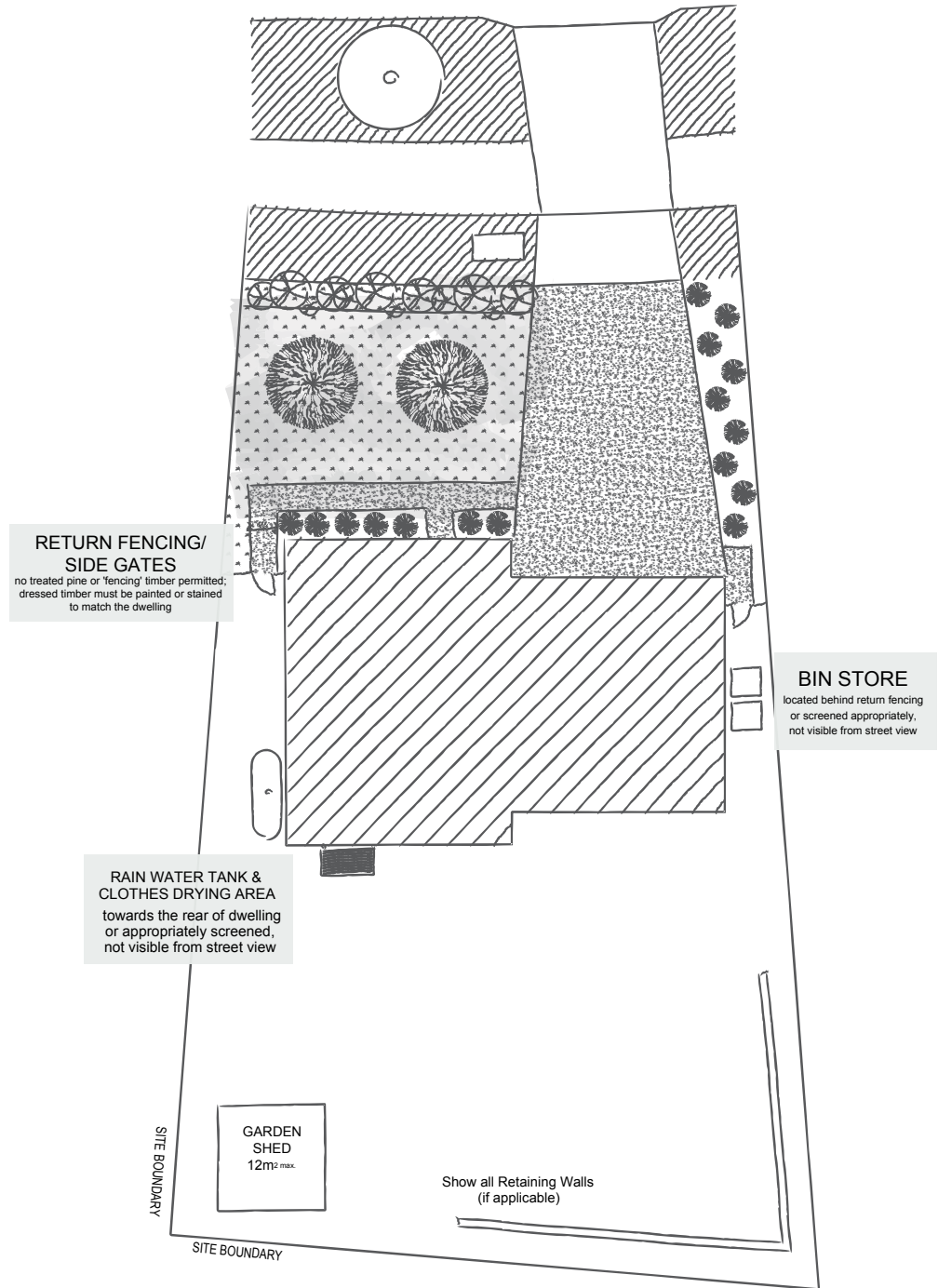
## Objectives

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

Deliver functional and easily maintained front gardens that complement modern lifestyles.

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).

Provide opportunities for the planting of shade trees and screening plants.



## Requirements

- All landscaped areas must be visible from the street must 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 home's 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 are not permitted.
  - Exposed levels of fill over a maximum overall height of 1000mm are not permitted.
  - Any exposed cut greater than 500mm must be retained.
  - Any fill greater than 500mm must be retained.
  - Letterboxes must be solid masonry, constructed on site.
- Planter box details incorporated into the front of the dwelling 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.

## Requirements

- Soft landscaping
  - Two (2) trees are required to be planted within the front garden if the frontage of the Block is 15m or greater.
  - 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.
  - The use of any type of artificial grass or synthetic turf is not permitted.
  - Brightly coloured/dyed wood mulches, or pebbles are not permitted.
  - Extensive areas of pebbles or gravel used as mulch is not permitted.
- Common boundary fencing & courtyard walls
  - 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.
  - Colourbond fencing is not permitted.
  - Solid masonry walls are not permitted.
  - Return fencing and side gates must be located at least 500mm behind the front building line.
  - 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.
- Chain mesh materials are not permitted.
- All details of courtyard wall design must be approved by the Design Coordinator.
- Modular wall systems are not permitted for use as courtyard walls.

For details about front fencing and courtyard wall controls, please refer to the Denman Prospect Precinct Code and the Block Details Plan for the relevant block.

[Find out more](#)



# Sustainability



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

Optimise the use of building materials throughout the design of your home.

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Ensure all corner blocks 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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Ensure that dwellings on corner blocks address and 'wrap' the street corner through building articulation and design.

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

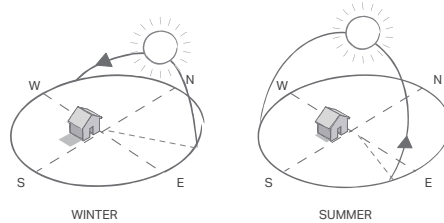
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Ensure a balance within the streetscape of variation of façade types and a level of consistency of dwelling articulation, materials and form.

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## Requirements

- All dwellings must have a 3kW solar array installed in accordance with these Guidelines and the Contract for Sale.
- Consider the use of retractable shade devices, deciduous trees, angled louvres or tinted glass.
- Solar arrays are to be fitted flat to the roof however if the block has poor solar orientation, 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.
- 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, ground floors are to be constructed with slab on ground.
- Cross ventilation must be considered in the internal dwelling layout, to promote breeze paths.
- Maximise insulation to walls, ceilings and subfloor spaces.

For further information about passive building design, visit the below link.

[Find out more](#)





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 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.

Surplus excavated soil 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 for rectifying 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, and deter illegal dumping.

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 the Block owner's responsibility.

# 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 have 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).



# 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.



**Annexure F**

**Restrictive Covenant**

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**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****202**

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.

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

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



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**Annexure G**

**Permissive Caveat**

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# Homes for Homes Donation Deed (Charge): ACT

Australia has a chronic shortage of social and affordable houses, projections show that the gap in supply will grow to one million by 2030. Homes for Homes is a not for profit initiative that raises funding from voluntary **tax-deductible donations** by vendors of registered properties (0.1% at time of sale). Homes for Homes then grants funding to increase the supply of social and affordable dwellings, reducing homelessness in Australia.

To support Homes for Homes, a property owner registers their property by completing and signing this Donation Deed and returning to Homes for Homes, GPO Box 4911, Melbourne, VIC, 3001.

## Deed is made between the Owner

Date 14/05/2021

Owner 1: First name:

Surname:

Company (if owner is a company, not an individual): Capital Estate Developments Pty Limited ACN 137 573 623

Phone: 02 6175 3300

Email: sales@capitalestate.com.au

Street no. and name: 21 Terminal Avenue

Suburb: Canberra Airport

State: ACT

Postcode: 2609

Owner 2: First name:

Surname:

Company (if owner is a company, not an individual):

Phone:

Email:

Street no. and name:

Suburb:

State:

Postcode:

## and Homes for Homes

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):

Street no. and name: Denman Prospect North

Suburb: Denman Prospect

State: ACT

Postcode: 2611

If known, please complete the below:

Certificate of Title Volume:

Folio: 2362:23 & 3005:496

District / Division: Denman Prospect

Unit:

Section: 1

Block: 11, 12 & 13

The Owner agrees to donate 0.1% of the Property Sale Price to Homes for Homes, upon sale of the Property.

## Executed as a Deed:

Signed, sealed and delivered by the Owner:

Owner 1 Name/company name Capital Estate Developments

Sign here ▶

Witnessed by Name: Gabbie Foster

Sign here ▶

Owner 2 Name/company name

Sign here ▶

Witnessed by Name:

Sign here ▶

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

Homes for Homes Name: Jon Whitehead

Signature

Witnessed by Name: Nicholas Andrijic

Signature

This Deed provides as follows:

## 1. Promise

- (a) When the Owner completes the sale of the Property, the Owner promises to Homes for Homes to donate 0.1% of the Sale Price of the Property to Homes for Homes (**Donation**).
- (b) The promise set out above will benefit and be enforceable by Homes for Homes or its permitted assigns.
- (c) The Owner agrees that this Deed binds, and will be enforceable against, the successors in title and registered proprietors from time to time of the Property.
- (d) The promises set out above will bind and be enforceable against every registered proprietor from time to time of the Property.
- (e) To the extent that there is more than one registered proprietor of the Property from time to time, the Owner covenants that this Deed binds each and every registered proprietor of the Property from time to time.

## 2. Sale of Property

- (a) On or before the Settlement Date, the Owner agrees to:
  - (i) Notify Homes for Homes that the Owner has agreed to sell the Property and details of the Sale Price, Owner, Property and Incoming Owner (**Details**); and
  - (ii) Make the Donation.
- (b) On receipt of the Donation and Details, Homes for Homes will issue a tax-deductible receipt for the Donation to the Owner.

## 3. Charge

- (a) The Owner grants a fixed charge over all of its interest and the interest of successors in title and registered proprietors from time to time in the Property to Homes for Homes as security for the due and punctual payment of the Donation each time the Property is sold / re-sold (**Charge**).
- (b) Homes for Homes acknowledges that the Charge will rank in priority after, and be subordinate to, any other encumbrances over the Property whether created before or after the Charge.
- (c) The Owner acknowledges that the Charge runs with the Property and gives Homes for Homes an equitable interest in the Property for the purpose of lodging a caveat on the certificate of title to the Property to give notice of equitable interest provided such caveat will allow dealings with the Property in priority to the interest of Homes for Homes.
- (d) If the Owner or any registered mortgagee requires consent to a dealing, Homes for Homes hereby consents to such dealing. If the Owner or any registered mortgagee requires specific written consent, Homes for Homes will provide consent on request and receiving relevant Details from the Owner or any such registered mortgagee.

## 4. Termination

The Owner'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 Owner notifies Homes for Homes in writing that the Owner no longer wishes to participate in Homes for Homes and make the Donation.

## 5. Discharge of the Charge

If a current Owner notifies Homes for Homes in writing that the Owner no longer wishes to participate in Homes for Homes and make the Donation, Homes for Homes agrees to discharge the Charge by instructing Homes for Homes' legal representative to lodge a withdrawal of caveat removing all of Homes for Homes' interest in the Property.

## 6. Privacy

Owner consents to the collection, use and disclosure of my personal information by Homes for Homes for the purposes of:

- (a) Entering into, administering and completing this Deed;
- (b) Disclosure to any third party who has a right or entitlement to share in the monies paid or payable to Homes for Homes under this Deed; and
- (c) Otherwise, 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 Owner 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** means the charitable initiative conducted by Homes for Homes Limited for the purpose of Homes for Homes raising funds from Donations and allocating / investing available funds to increase supply of social and affordable dwellings.
- (b) **Incoming Owner** means a purchaser, buyer or transferee of the Property from the Owner.
- (c) **Owner** means the current registered proprietor of the Property. When the Property was first participated in Homes for Homes, the Owner of the Property at that time is named in this Deed.
- (d) **Sale Price** means the price at which the Property is sold by the Owner (excluding GST).
- (e) **Settlement Date** means the date on which the Owner transfers the title to the Property to a third party and receives settlement funds.

### 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.
- (d) To the extent that the Property contains multiple lots or parts, this Deed applies to each lot or part severally.

### 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.





**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 PROSPECT			

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

**Full name, qualification\* and address of person before whom the declaration is made (in printed letters) (\*Must be authorised under the *Statutory Declarations Act 1959*)**

Signature of person making the declaration

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	

**Annexure H**

**Title documents**

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**AUSTRALIAN CAPITAL TERRITORY**  
**TITLE SEARCH**

**LAND**

Denman Prospect Section 1 Block 11 on Deposited Plan 11553

Denman Prospect Section 1 Block 12 on Deposited Plan 11553

Lease commenced on 02/07/2018, granted on 02/07/2018, terminating on 02/01/2028

Area is 735500 square metres or thereabouts

**Proprietor**

Capital Estate Developments Pty Limited

Level 4, Plaza Offices West, Terminal Avenue, Canberra Airport ACT 2609

**REGISTERED ENCUMBRANCES AND INTERESTS**

Original title is **Volume 2362 Folio 23**

**Restrictions**

Purpose Clause: Refer Crown Lease

Market Value Lease: Applies For Term Of Lease

S.251 Planning and Development Act 2007: Current

S.298 Planning and Development Act 2007: Current

Restriction on Assignment: Applies For Term Of Lease

Registered Date	Dealing Number	Description
23/08/2018	2172074	Application to Register a Crown Lease

***End of interests***

**ADMINISTRATIVE INTERESTS**

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

**ACT Planning and Land Authority** - For further information concerning the following administrative interests, please contact ACTPLA on (02) 6207 1923. ACTPLA administrative interests information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202038139	Development Application	01/02/2021	IMPACT TRACK - PUBLIC NOTIFICATION	APPROVAL CONDITIONAL	29/09/2021

**Description**

PROPOSAL FOR ESTATE DEVELOPMENT PLAN - Estate Development for Denman Prospect 2 Estate - Stage 2 (Block 13 Section 1) Services and other infrastructure to service 461 single residential blocks, 26 Multi-unit sites



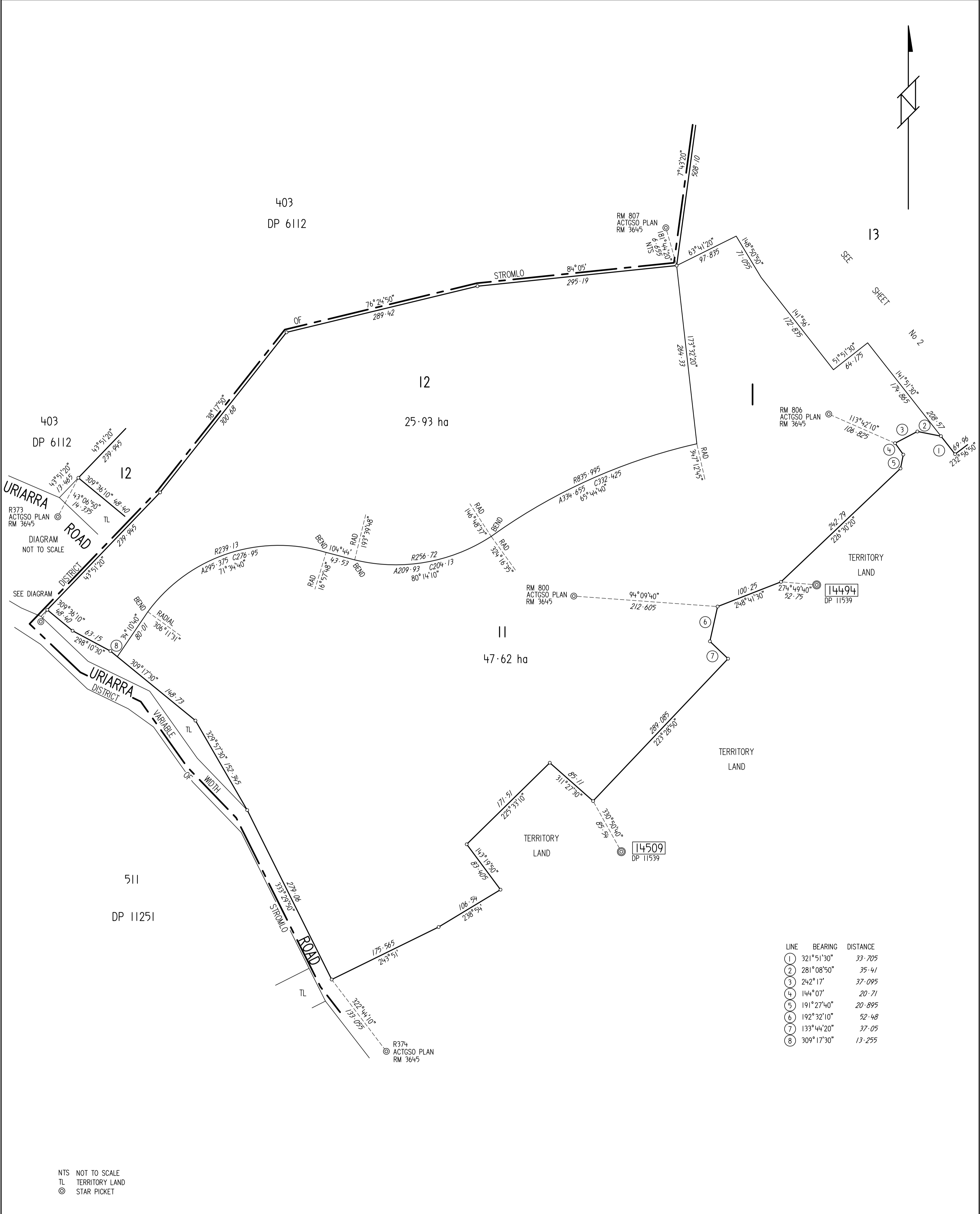
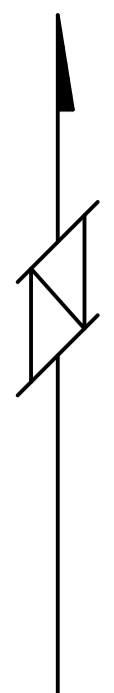
<b>Product</b>	Title Details
<b>Date/Time</b>	27/05/2022 08:28AM
<b>Customer Reference</b>	80171326 CED
<b>Order ID</b>	20220527000077
<b>Cost</b>	\$31.00

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(Block 13 Section 1) Services and other infrastructure to service 461 single residential blocks, 26 Multi-unit sites capable of accommodating 753 dwellings, areas of open space, a mixed use site, and community garden facility, off-site works and associated works.

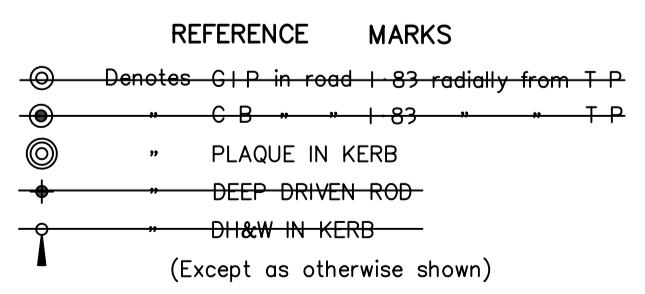
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LINE	BEARING	DISTANCE
1	321°51'30"	33.705
2	281°08'50"	35.41
3	242°17'	37.095
4	144°07'	20.71
5	191°27'40"	20.895
6	192°32'10"	52.48
7	133°44'20"	37.05
8	309°17'30"	13.255

NTS NOT TO SCALE  
 TL TERRITORY LAND  
 Ⓞ STAR PICKET



**NOTE:** Azimuth: A-B (Strom)  
 All easements are 2-5 metres wide  
 (Except as otherwise shown)

SURVEYOR'S REFERENCE: 18030 HL

MAIL McDONALD BARNESLY Pty Ltd  
 PO BOX 54 JAMISON ACT 2614  
 I, PETER WILLIAM MAYBERRY of PO BOX 54 JAMISON ACT 2614 a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan was computed and compiled from DP 6112, DP 11251 & DP 11539 and has been made in accordance with the Surveyors Practice Directions and was completed on 23 APRIL 2018  
 (Signature)  
 Surveyor, Registered under the Surveyors Act 2007 24 APRIL 2018  
 I certify that this plan is the plan prepared in accordance with the Districts Act 2002  
 26-04-2018 Surveyor-General of the ACT

**PLAN OF  
 BLOCKS 11-13 SECTION I**

DIVISION: DENMAN PROSPECT  
 DISTRICT: MOLONGLO VALLEY  
 AUSTRALIAN CAPITAL TERRITORY

SCALE 1:3000

0 50 100 150 200 250 METRES

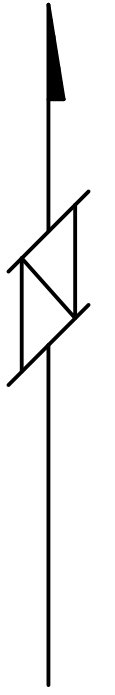
THIS IS SHEET 1 OF MY PLAN IN 2 SHEETS

Deposited in the office of the Registrar of Titles at Canberra  
 In the Australian Capital Territory at  
 10:55 am, 01/05/2018

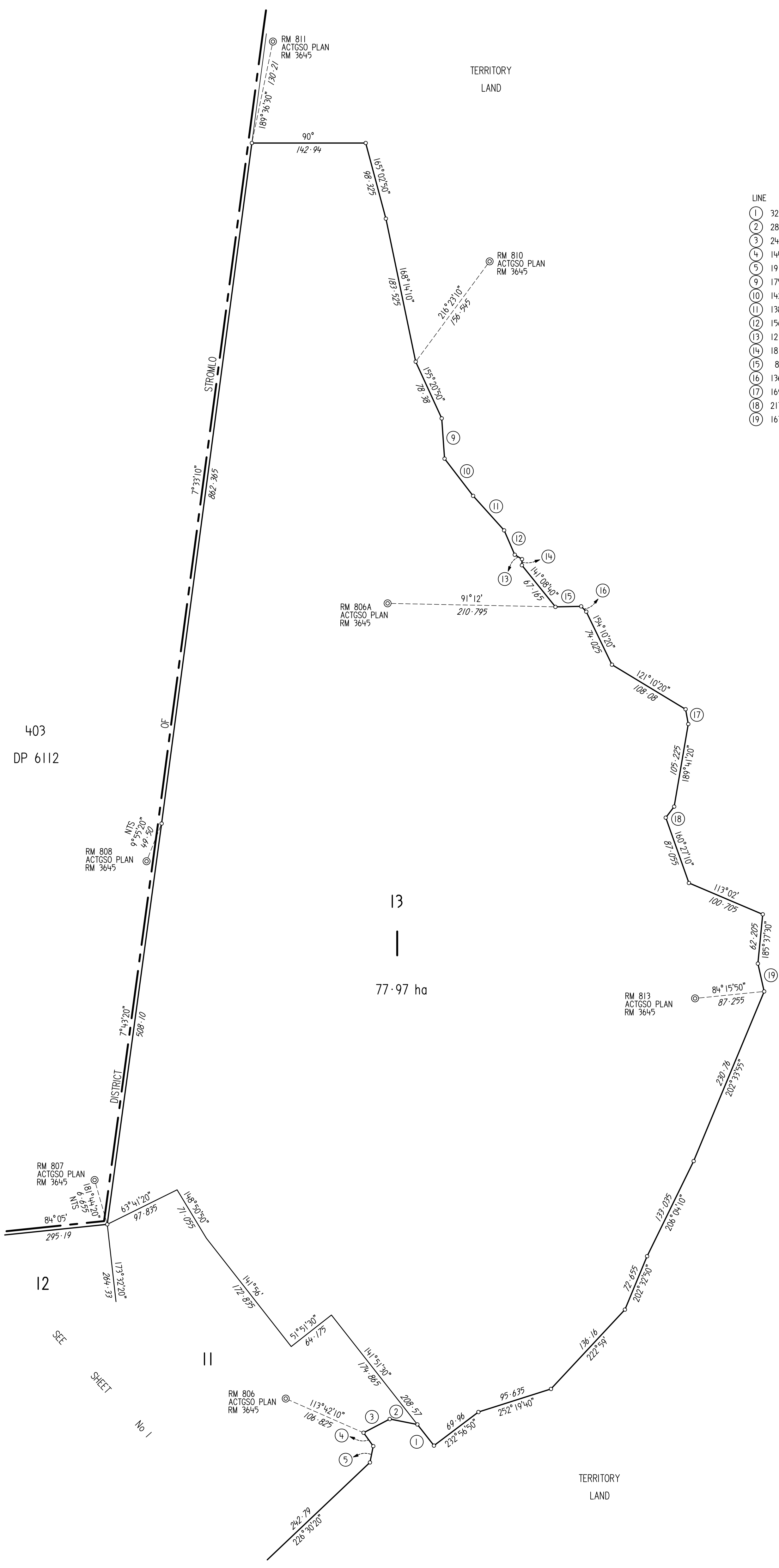
Approved  
 Alison Purvis  
 Registrar-General

Registrar of Titles

**DEPOSITED PLAN  
 11553/1**



LINE	BEARING	DISTANCE
①	321°51'30"	33.705
②	281°08'50"	35.41
③	242°17'	37.095
④	144°07'	20.71
⑤	191°27'40"	20.895
⑨	175°57'40"	50.705
⑩	142°31'40"	58.895
⑪	138°01'20"	58.255
⑫	156°30'	33.46
⑬	121°10'20"	10.68
⑭	181°19'40"	7.635
⑮	88°50'20"	32.32
⑯	136°17'20"	9.235
⑰	169°40'10"	18.885
⑱	217°15'	17.475
⑲	167°16'20"	35.85



403  
DP 6112

RM 808  
ACTGSO PLAN  
RM 3645

12

SEE  
SHEET  
No. 1

11

RM 806  
ACTGSO PLAN  
RM 3645

13

77.97 ha

RM 813  
ACTGSO PLAN  
RM 3645

TERRITORY  
LAND

TERRITORY  
LAND

NTS NOT TO SCALE

THIS IS SHEET 2 OF MY PLAN OF 2 SHEETS  
DATED 23 APRIL 2018

(Signature)

Surveyor, Registered under the Surveyors Act 2007 24 APRIL 2018

DEPOSITED PLAN

11553/2

SURVEYOR'S REFERENCE: 18030\_HL

SCALE 1:3000

0 50 100 150 200 250 METRES

# ORIGINAL

## HOLDING LEASE

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

Section 251  
Planning and  
Development Act  
2007 applies

Entered in Register Book Vol **2362** Folio **23**

AUSTRALIAN CAPITAL TERRITORY

  
Dave Peffer  
Registrar-General



PLANNING AND DEVELOPMENT ACT 2007

23 AUG 2018

Australian Capital Territory (Planning and Land  
Management) Act 1988 (C'th) (ss 29, 30 & 31)

LESSEE

LAND

TERM  
COMMENCEMENT

INTERPRETATION

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the **second** day of **July** Two thousand and eighteen WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to **CAPITAL ESTATE DEVELOPMENTS PTY LIMITED A.C.N. 137 573 623** having its registered office at Level 4, Plaza Offices West, Terminal Avenue Canberra Airport in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **73.55 hectares** or thereabouts and being **Blocks 11 & 12 Section 1 Division of Denman Prospect** as delineated on **Deposited Plan Number 11553** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term of one hundred and fourteen (114) months commencing on the **second** day of **July** Two thousand and eighteen ("the date of the commencement of the lease") to be used by the Lessee for the purpose set out in Clause 2(e) of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times provided in this lease and UPON AND SUBJECT TO the covenants conditions and agreements in this lease.

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) "deed" means the deed of agreement between the Lessee and the Authority a copy of which comprises Attachment A to this lease and which contains provisions as to planning, completion of the Works and associated activities;
- (d) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls, or from the centre lines of walls separating the building from any other building EXCLUDING any area used solely for rooftop fixed mechanical plant and/or basement carparking;

- (e) "Lessee" shall-
  - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (f) "premises" means the land and any building or other improvements on the land;
- (g) "Territory" means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) "works" means all the works and activities which the Lessee is or may be required to execute or engage in under the deed and includes design, remedial work, temporary work and variations of work;
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) 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.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

- (a) That the Lessee shall pay to the Authority rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

MANNER OF PAYMENT OF RENT

- (b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra without any deduction whatsoever;

COMPLETION OF WORKS

- (c) That the Lessee shall within ninety six (96) months from the date of execution of the deed or within such further time as may be approved in writing by the Authority complete the construction of the works;

- APPLICATION FOR LEASES (d) That the Lessee shall within six months or within such further time as may be approved in writing by the Authority from the date of the issue of the Certificate of Practical Completion (as defined in the deed) in relation to the completion of construction of a stage of the works (as referred to in Clause 2(c)) apply to the Authority for the grant of leases under the provisions of the Planning and Development Act 2007 in accordance with Clause 3(b) of this lease;
- PURPOSE (e) To use the premises only for the purpose of subdivision and constructing the works and building in accordance with the requirements of the deed;
- INDUSTRIAL CONDUCT UNDERTAKING (f) That the Lessee shall at all times from the date of the commencement of the lease until the completion of the works comply with the terms and conditions of the Industrial Conduct Undertaking which forms Schedule 1 to this lease;
- ADVERTISEMENTS (g) That the Lessee shall not display or permit to be displayed on the premises any advertisement sign or hoarding without the previous consent in writing of the Authority;
- CLEAN AND TIDY (h) That the Lessee shall at all times keep the premises clean tidy and free from debris dry herbage 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;
- ASSIGNMENT (i) That the Lessee shall not without the previous consent in writing of the Authority assign transfer or part with possession of the whole or any portion of the premises;
- SECURITY AND SAFETY (j) That the Lessee shall erect and maintain such barricades fencing signs and lighting as may be required in writing by the Authority to ensure the protection of the works and the safety and convenience of the general public;
- INDEMNITY AND INSURANCE (k) To indemnify and keep indemnified the Commonwealth, the Territory, the Authority, their officers servants and others employed in connection with this lease and the deed against all claims demands actions suits proceedings causes of action debts dues verdicts judgements costs and expenses in any way arising out of or by reason of anything done or omitted to be done by the Lessee its agents officers or employees including any contractor or contractors employed by the Lessee and any agent officer or employee of such a contractor pursuant to or as a consequence of the granting of this lease. The Lessee hereby undertakes to effect or cause to be effected and keep effective the following policies of insurance at all times during the continuance of this lease:
- (i) a policy insuring every agent officer and employee of the Lessee including any contractor or contractors employed by the Lessee in connection with the lease and every agent officer and employee of any such contractor against all loss damage or injury to the person or property of any such officer employee or contractor arising out of anything done or omitted to be done by the Lessee and any agent officer or employee of such a contractor pursuant to or as a consequence of the granting of this lease;

- (ii) an all risks public liability insurance policy to provide insurance cover against all loss injury or damage to any person or property other than the person or property of any agent officer or employee of the Lessee including any contractor or contractors employed by the Lessee in connection with the construction of the works and building and every agent officer and employee of such contractor arising out of anything done or omitted to be done by the Lessee or any of its agents officers or employees including any contractor or contractors employed by the Lessee and any agent officer or employee of such a contractor pursuant to or as a consequence of the granting of this lease whether such loss injury or damage is due to the negligence of the Lessee including any contractor or contractors employed by the Lessee in connection with the lease and any agent officer or employee of any such contractor or otherwise;

The amount insured shall be to the satisfaction of the Authority and the Lessee shall whenever reasonably required produce evidence of the currency of insurance with an insurer approved for this purpose by the Authority;

**BUILDING SUBJECT TO APPROVAL**

- (l) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the premises or make any structural alterations to any building on the premises;

**REPAIR**

- (m) That the Lessee shall at all times during the term of this lease maintain repair and keep in repair to the satisfaction of the Authority the works and building constructed in accordance with this lease and the deed;

**FAILURE TO REPAIR**

- (n) That if the Lessee has satisfactorily complied with the deed and if and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the works or building the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that such works or building is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the works or building and may require the Lessee to construct new works or building in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work will be paid by the Lessee to the Authority on demand and from the date of such demand until paid will for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

**RIGHT OF INSPECTION**

- (o) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority (under the terms of the deed) to enter and inspect the premises at all reasonable times and in any reasonable manner and to permit any person or persons authorised by the Authority access to the premises for the purpose of carrying out work additional to that undertaken by the Lessee under the deed;

**RATES AND CHARGES**

- (p) That the Lessee shall pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment;



PRESERVATION  
OF TREES

- (q) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
  - (ii) to which the Tree Protection Act 2005, applies.

3. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET ENJOYMENT

- (a) That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;

SURRENDER

- (b) That when the Lessee has obtained a Certificate of Practical Completion (as defined in the deed) in relation to the completion of construction of a stage of the works as specified in the deed as a separable part of the works to the satisfaction of the Authority the Lessee shall in accordance with the requirements of clause 5.2 of the deed surrender to the Authority this lease insofar as it relates to that stage and the Authority will grant to the Lessee under the provisions of the Planning and Development Act 2007 the relevant and specified separate leases in a form consistent with the deed;

NO COMPENSATION

- (c) Upon the expiration, surrender or sooner termination of all or part of the lease the Lessee shall not be entitled to receive any compensation from the Authority in respect of any buildings, erections or improvements upon the land.

4. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if;
- (i) any rent or other monies payable under this lease remains unpaid for three months next after the date appointed for payment thereof (whether such rent has been formally demanded or not); or
  - (ii) the works in accordance with Clause 2(c) of this lease are not completed within the period specified in the said Clause; or
  - (iii) the Lessee defaults in the performance or observance of any covenant condition or stipulation in the deed and fails to remedy that default in accordance with the provisions of the deed; or
  - (iv) the Lessee commits a breach of Clause 2(i) of this lease; or
  - (v) the Lessee fails to observe or perform any other of the covenants herein contained on the part of the Lessee to be observed or performed and has failed to remedy such breach within a period of three months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the

Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

ACCEPTANCE OF RENT

- (b) That acceptance of rent or other monies by the Authority during or after any period or event referred to in Clause 4(a) will not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clause;

NOTICES

- (c) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease will be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF POWERS

- (d) 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:
  - (i) the Authority;
  - (ii) 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
  - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

SCHEDULE 1

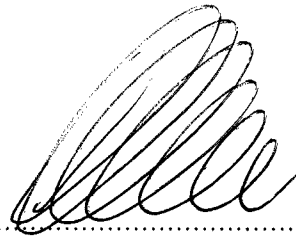
INDUSTRIAL CONDUCT UNDERTAKING

**CAPITAL ESTATE DEVELOPMENTS PTY LIMITED A.C.N. 137 573 623** having its registered office at Level 4, Plaza Offices West, Terminal Avenue Canberra Airport in the Australian Capital Territory hereby undertakes to the Authority that it will, while Lessee of the lease for Blocks 11 & 12 Section 1 Division of Denman Prospect, require any contractors and sub-contractors engaged in the undertaking of any works required to comply with the building and development covenant to be included in the lease for the Blocks to maintain a good industrial record and in particular undertake to:-

- a) comply with relevant awards, enterprise agreements and the National Employment Standards;
- b) prohibit "all in" or cash-in-hand payments;
- c) ensure good safety practices in accordance with the Work Health and Safety Act 2011 and other relevant legislation; and
- d) comply with the Fair Work Act 2009 in dealing with claims for payments relating to periods of industrial action.

Signed by **Capital Estate Developments Pty Limited** by its attorney **Danielle Mildren Partner Clayton Utz** pursuant to Power of Attorney ACT Registration No. 0143707

)  
)  
)  
)  
)



.....  
Signature of Attorney



.....  
Witness Signature

**Carol Axiotis**

.....  
Witness Name in full

IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this Lease.

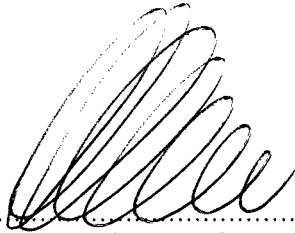
Signed by **Robert Taylor** )  
a delegate authorised to execute this lease )  
on behalf of the Commonwealth in the )  
presence of )

  
.....  
Delegate

**Sonja Clarkson**

  
.....  
Witness

Signed by **Capital Estate Developments** )  
**Pty Limited** by its attorney **Danielle** )  
**Mildren Partner Clayton Utz** pursuant to )  
Power of Attorney ACT Registration )  
No. 0143707 )

  
.....  
Signature of Attorney

  
.....  
Witness Signature

**Carol Axiotis**

.....  
Witness Name in full

**PLANNING AND LAND AUTHORITY**

**AND**

**CAPITAL ESTATE DEVELOPMENTS PTY LIMITED**

**A.C.N. 137 573 623**

---

**DENMAN PROSPECT 2 ESTATE**

---

---

**DEED OF AGREEMENT**

- . Estate Planning**
  - . Estate Development**
-

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**ANNEXURES**

- “A1” Estate Development Plan
- “A2” Special Project Conditions
- “A3” Leases Plan and List
- “A4” Stages Plan with Program
- “A5” General

**THIS DEED OF AGREEMENT** made the **SECOND** day of **JULY** 2018

**BETWEEN**

The **PLANNING AND LAND AUTHORITY** (“the Authority”)

**AND**

**CAPITAL ESTATE DEVELOPMENTS PTY LIMITED A.C.N. 137 573 623** (“the Developer”), having its registered office at Level 4, Plaza Offices West, Terminal Avenue, Canberra Airport, ACT 2609.

**WHEREAS:**

- A. The Authority was established as a body corporate under chapter 3, Part 3.1, of the *Planning and Development Act 2007* (ACT) and has the power to enter into this Deed,
- B. The Commonwealth is the owner of the Site, being land which is classified as Territory Land within the meaning of the *Australian Capital Territory (Planning and Land Management) Act 1988*(C’th).
- C. Under statutory powers and duties prescribed by the Commonwealth, the Territory, through the Authority, and on behalf of the Commonwealth.
  - (i) has responsibility for the management of Territory Land, and
  - (ii) may grant, dispose of, acquire, hold and administer leasehold estates in Territory Land;
- D. The Authority and the Developer have agreed that an estate will be developed on the Land in the manner contemplated by this Deed and the Holding Lease.

**NOW THIS DEED WITNESSETH:**

## PART 1

### INTERPRETATION

#### 1.1 Definitions

In this Deed, unless there is something in the subject or context inconsistent therewith, the following expressions shall have the following meanings:

“**ActewAGL**” means the joint venture company that owns, operates and maintains the electricity and gas services on behalf of Icon Water;

“**ACTIA**” means the ACT Insurance Authority;

“**Asset Acceptance**” means the Transport Canberra and City Services Directorate (TCCS) Asset Acceptance Group or its successors;

“**Authority**” means the Planning and Land Authority;

“**Block**” means a parcel of land designated in the proposed subdivision and for which a Lease will be sought in accordance with Clause 5.2 of this Deed;

“**Business Day**” means a day that is not a Saturday or Sunday, public holiday or bank holiday in the Territory;

“**Certificates**” means:

- (a) “**Certificate of Final Design Acceptance**” means a certificate given to the Developer by a Relevant Authority, certifying that design requirements have been met by the Developer prior to construction;
- (b) “**Certificate of Operational Acceptance**” means a certificate, given to the Developer by a Relevant Authority in respect of work to be handed over to that authority, certifying that the work is operational to the extent that it complies with the plans, specifications and requirements of that Relevant Authority;
- (c) “**Certificate of Practical Completion**” means a Certificate given by the Estate Manager to the Developer in accordance with the provisions of sub-clause 5.1.3; and
- (d) “**Final Certificate**” means a Certificate given by the Estate Manager to the Developer in accordance with the provisions of sub-clause 5.1.4;

“**Chartered Engineer**” means an engineer who has the chartered status of Chartered Professional Engineer (CPEng) and/or is registered as such on the National Professional Engineers Register (NPER) administered by Engineers Australia. The Chartered Professional Engineer must also meet the requirements of the Relevant Authorities, be acceptable to the Territory and be suitably experienced in the type of engineering work involved in this Project;

“**Commonwealth**” means the Commonwealth of Australia;

**“Consequent Leases”** means a lease granted or proposed to be granted under the *Planning and Development Act 2007 (ACT)* to the Developer in respect of an individual block;

**“DCL”** means the “Land Titles Act 1925 - Form 057-DCL - Determination/surrender of a crown lease”;

**“Deed”** means this Deed and references to it include its appendices, annexures, schedules, attachments and any contracts, agreements and procedures for which provision is made in or by virtue of this Deed and also includes any Deed subsequently executed by the parties with the expressed intention that it is supplementary to this Deed;

**“Defects Liability Period”** means the period of time listed in Annexure A5;

**“Design”** means any design which is relevant to the requirements of the Deed and includes such plans, specifications and other material which constitute the full documentation necessary for the carrying out of those requirements or any of them;

**“Developer”** means the person identified as the developer on page 1 of this Deed and any permitted assignees, and includes its employees, contractors, successors and agents;

**“Development Application”** means an application prepared by the Developer in respect of the Site to be lodged with the Authority for approval in accordance with the provisions of Chapter 7 of the *Planning and Development Act 2007 (ACT)*;

**“EPSDD”** means the Environment, Planning and Sustainable Development Directorate;

**“Estate”** means the residential, commercial or industrial (or a combination of these) land development project contemplated by the Estate Development Plan in Annexure A1;

**“Estate Manager”** means the person or body nominated by the Territory in Annexure “A5” to the Deed or nominated from time to time in writing by the Territory to act on behalf of the Territory in accordance with the provisions of the Deed;

**“Estate Development Plan”** means the Estate Development Plan in Annexure A1;

**“Final Design Certificate”** means a certificate, given to the Developer by the Estate Manager in respect of the design, certifying that the design is acceptable to the extent that it complies with the plans, specifications and requirements of the Relevant Authorities;

**“General Performance Undertaking”** means that security required under clause 6.4.1;

**“Holding Lease”** means the Lease granted by the Territory on behalf of the Commonwealth to the Developer under the *Planning and Development Act 2007 (ACT)* being the Lease to which this Deed is annexed;

**“Icon Water”** means the company that owns, operates and maintains the water and sewage services on behalf of ACT Government;



**“Interdependent Work”** means that part of the Works that is designated in the Deed as being works that required to be delivered in a defined timeframe to allow adjacent development/s dependent on these works to proceed in a timely manner;

**“Land Agency”** means the Land Development Agency, a corporation established by Chapter 4 Part 4.1 of the *Planning and Development Act 2007 (ACT)* or its successors;

**“Leased Land”** means land over which a lease has been issued by the Planning & Land Authority;

**“Lessee”** means the party to whom a Lease has been granted;

**“Minister”** means the Territory Minister with responsibility for land development, management and leasing, unless otherwise expressed within the Deed;

**“Notice to Commence Construction Work”** means a notice issued in accordance with clause 4.4;

**“Office of the Surveyor-General”** means the Office of the Surveyor-General in the Environment, Planning and Sustainable Development Directorate;

**“Planning & Land Authority”** means the Territory agency responsible for planning and approvals under the *Planning and Development Act 2007 (ACT)*;

**“Plan of Survey”** means a plan prepared by the Developer in accordance with the current Survey Practice Directions and the current associated Standards and Specifications for Deposited Plans as added to or varied from time to time;

**“Practical Completion”** means that point of time in the execution of a Stage when Certificates of Operational Acceptance for that Stage have been issued to the Developer by all Relevant Authorities and the Estate Manager has certified that there has been compliance with the relevant requirements of the Deed;

**“Programme”** means the Programme annexed to the Stages Plan (Annexure A4);

**“Project”** means the proposal to develop the works in accordance with this Deed;

**“Relevant Authority”** means, an authority, body or unit, whether corporate or not, having administrative or statutory responsibilities for, or nominated within the Deed to be responsible for, particular work or activities referred to in this Deed;

**“Scheduled Engineering Services”** means that part of the Works that is designated to be completed in accordance with a stipulated schedule in Annexure A4;

**“Security for Interdependent and Scheduled Engineering Services”** means the security require under clause 6.4.2;

**“Security for Uncompleted Work”** means that security set out in clause 6.4.3.1;

**“Separable part of the Works”** means a part of the Works specified in the Deed, or designated in writing from time to time by the Estate Manager, to be a separable part of the Works;

**“Site”** means the area containing the extent of works as shown in the Estate Development Plan at Annexure A1;

**“Special Project Conditions”** mean the Special Project Conditions in Annexure A2;

**“Specifications”** include:

- (a) standard specifications, special specifications and guidelines listed or referred to in the Deed; and
- (b) detailed specifications to be prepared by the Developer as a requirement of the Deed;

**“Stage”** means a separable part of the Works identified as a Stage in Annexure A4;

**“Standard Practices and Guidelines”** means the Standard Practices and Guidelines and Acts of the Territory as amended or added to from time to time and set out in Appendix (i) of the Deed;

**“TCCS”** means the Transport Canberra and City Services Directorate;

**“Territory”** means:

- (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);

**“Territory Plan”** means the Territory Plan 2008 as amended and varied from time to time;

**“Utilities”** means a Relevant Authority responsible for the supply of utility services of electricity, gas, water, sewerage, and telecommunications and the infrastructure associated with these services;

**“Works”** means all the Works and activities which the Developer is or may be required to execute and engage in under the Deed and includes all design, variations, remedial work and temporary work as specified in Annexure A1.1 and Annexure A2;

**“Works-as-Executed Plans”** means records to the satisfaction of the Territory accurately describing the constructed form of the Works.

## 1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- the singular includes the plural and vice versa, and a gender includes other genders;
- another grammatical form of a defined word or expression has a corresponding meaning;
- a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- a reference to A\$, \$A, dollar or \$ is to Australian currency;
- a reference to time is to time in the ACT;
- a reference to a Party is to a Party to this Agreement, and a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assigns and substitutes;
- a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- a word or expression defined in the *Corporations Act* has the meaning given to it in the *Corporations Act 2001*;
- the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- any agreement, representation, warranty or indemnity by two or more Parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- any agreement, representation, warranty or indemnity in favour of two or more Parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it;
- if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- clause headings and sub-clause headings in this Deed shall not be deemed to be part thereof and shall not be used in the interpretation or construction thereof.

## 1.3 Governance

This Deed shall be governed by and construed with reference to the laws for the time being in force in the Territory.

## **PART 2**

### **GENERAL OBLIGATIONS**

#### **2.1 General**

The Developer acknowledges that it has read the background information (if any) issued by the Land Agency for release of the Site.

Upon compliance with the requirements of the Holding Lease and the Deed, the Authority will grant one or more Consequent Leases to the Developer under the *Planning and Development Act 2007* (ACT), the Holding Lease being progressively surrendered for that purpose.

Where the Developer or its assignee, or associates, sells, transfers or assigns rights to any land within the Estate without the land being identified by Block and Section number in an approved Subdivision such action is unacceptable to the Territory unless the form of contract or document is acceptable to the legal profession or a member thereof.

#### **2.2 Authority as representative of the Territory**

In respect of this Deed, the Authority acts on behalf of the Territory and any rights and obligations of the Authority under this Deed are enforceable in respect of the Territory.

## **PART 3**

### **ESTATE PLANNING**

#### **3.1 Estate Development Plan**

The parties acknowledge that Annexure A1 (Estate Development Plan) and the associated Annexures A3 and A4 are indicative only. The Developer shall immediately and at its own cost prepare and submit to the Estate Manager for approval substitute Annexures A1, A3 and A4 in compliance with the requirements of the Deed and subject to conformity with the provisions of Annexure A2.

#### **3.2 Substitution of Annexures**

The Developer is entitled from time to time to submit to the Estate Manager for approval further proposals to vary each or any of Annexures A1, A3 and A4 subject to conformity with the provisions of Annexure A2. All costs of such a submission shall be borne by the Developer.

The Estate Manager may, at any time and from time to time direct the Developer to prepare and submit at its own cost to the Estate Manager a substitute Annexure A4.

#### **3.3 Procedures for Substitution of Annexure A1**

Proposals submitted by the Developer for substitution of Annexure A1 shall be submitted for approval by the Estate Manager in accordance with the requirements of:

1. The provisions of Clause 3.5 of this Deed of Agreement; and
2. The provisions of the “Guidelines for the Preparation of Estate Development Plans” or its successors.

Upon receipt of endorsement of the substitute Annexure A1 by the Estate Manager, the Developer shall submit the proposed substitute Annexure A1 to the Authority as a formal Development Application for approval in accordance with the provisions of Chapter 7 of the *Planning and Development Act 2007 (ACT)*.

The Developer shall pay all fees and charges associated with the Development Application.

In the event that consent is given to any substitution proposal, a Deed of Variation prepared by the Territory and duly executed by both parties shall be physically attached to the Deed.

#### **3.4 Procedures for Substitution of Annexures A3 and A4**

Proposals submitted by the Developer for substitution of Annexures A3 & A4 shall be considered by the Estate Manager. In the event that consent is given to any substitution

proposal to Annexure A3 and A4, a Deed of Variation prepared by the Territory and duly executed by both parties shall be physically attached to the Deed.

### **3.5 Project Planning Conditions**

#### **3.5.1 Standard and Special Planning Practices and Guidelines**

The Developer shall comply with:

- (a) the Standard Practices and Guidelines; and
- (b) the Special Project Conditions;

provided that in the event of conflict between the provisions of sub-clauses (a) and (b) the latter sub-clause shall prevail to the extent of the conflict or inconsistency.

### **3.6 Survey Requirements**

New surveys arising from proposed planning changes in respect of road, block or other boundaries shall be undertaken at the Developer's cost as directed by the Estate Manager and the Surveyor-General.

## **PART 4**

### **ESTATE DEVELOPMENT**

#### **4.1 Works**

##### **4.1.1 General**

The Developer shall, at its own cost and in accordance with the requirements of this Deed and the Holding Lease, undertake the design, construction and completion of the Works listed in Annexure A1, to the satisfaction of the Estate Manager.

Notwithstanding any approvals, endorsements, consents, comments or certificates made, given or issued by the Territory to the Developer in respect of design, there shall be no waiver or diminution of the continuing responsibilities of the Developer in respect of the efficiency and sufficiency of design.

To the extent that they are incidental and can be reasonably inferred as necessary for the full and proper compliance with the requirements of the Deed, the Developer shall at its own cost do all things and supply all materials.

##### **4.1.2 Standard and Special Practices and Guidelines**

Without diminishing any of the Developer's responsibility specified in 4.1.1 above, the Developer shall design, construct and complete the Works in accordance with:

- (a) the separate Standard Practices and Guidelines;
- (b) the Special Project Conditions; and
- (c) the regulations, standard practices and other requirements of the Relevant Authorities;

provided that in the event of conflict between the provisions of sub-clauses (a) and (b) or (c) the latter sub-clauses shall prevail to the extent of the conflict or inconsistency.

#### **4.2 Chartered Engineer**

After the execution of the Deed the Developer shall submit to the Estate Manager in writing the name of the Chartered Engineer whom he proposes to engage to undertake and provide on behalf of the Developer all engineering design, supervision of construction and certificates required under the Deed.

Evidence shall be supplied by the Developer to the Estate Manager that the proposed Chartered Engineer is within the criteria of a Chartered Engineer as defined in Part 1 of this Deed. The Developer is to ascertain the requirements of the Relevant Authorities in regards to the qualifications of the Chartered Engineer prior to submission of this evidence.



The Estate Manager shall have the right and power to accept or reject the nomination and will convey its written decision to the Developer within three (3) weeks from the date of the receipt by the Estate Manager of the proposal.

Upon engagement by the Developer of the Chartered Engineer, the Developer shall produce to the Estate Manager evidence that the Chartered Engineer holds a current professional indemnity insurance policy that covers design, construction and supervision responsibilities.

The Developer shall ensure that the Chartered Engineer carries out on his behalf all design, supervision of construction and certification requirements of the Deed and in this regard pays particular attention to the provisions of Part 4 of this Deed and to the provisions of the Standard Practices Guidelines and Acts of the Territory listed in Appendix (i) to the Deed.

In addition to any other certifications required by the Deed, the Developer shall ensure that the Chartered Engineer provides certifications that:

- (a) the Design is in accordance with the Deed requirements, as a pre-requisite to issue of a Final Design Certificate;
- (b) the Works have been properly constructed in accordance with the approved plans and specifications and Deed requirements, as a pre-requisite to issue of a Certificate of Practical Completion; and
- (c) the Work-as-Executed Plans are a true and accurate record of the Works as constructed.

The Estate Manager and representatives of Relevant Authorities may communicate directly with the Chartered Engineer, and any such communication shall be deemed to be with the Developer.

In the event that the Developer wishes to engage more than one Chartered Engineer he shall seek the approval of the Estate Manager. If the approval is granted the Developer shall, in respect of each proposed Chartered Engineer, follow all the above prescribed procedures.

### **4.3 Approvals**

#### **4.3.1 Engineering and Landscape**

Where engineering or landscape Design is required under the Deed, the Developer shall submit appropriate designs to all Relevant Authorities and the Estate Manager, and obtain all necessary approvals in accordance with:

- (a) the Deed including the Standard Practices and Guidelines; and
- (b) any oral or written directions given by the Estate Manager.

Notwithstanding any approval to a Design given by others, the Developer shall obtain a final or conditional Final Design Certificate from the Estate Manager.

### **4.3.2 Buildings**

No construction of buildings shall be commenced until the following approvals have been given:

- (a) approval by the Authority of a Development Application; and
- (b) plan approval by the Authority under the *Building Act 2004*.

### **4.4 Commencement of Construction Work**

The Developer shall be deemed to have been given access to the site of the Works on the date of execution of this Deed by both parties (or the date the last party executes this Deed where the parties do not execute this Deed on the same day). However, construction work, including site clearing and stripping of topsoil, shall not commence in respect of a Stage until the Estate Manager has issued to the Developer a written Notice to Commence Construction Work in respect of that Stage.

A Notice to Commence Construction Work will be issued by the Estate Manager when:

- (a) there is in existence a current Development Application approved by the Planning & Land Authority;
- (b) the Developer has lodged with the Estate Manager a General Performance Undertaking in accordance with Clause 6.4.1;
- (c) the Developer has, where required by the Estate Manager, lodged an additional Security for Interdependent and Scheduled Engineering Services in accordance with Clause 6.4.2 and Annexures A2 & A5;
- (d) the Developer has lodged with the Estate Manager written evidence of compliance with the insurance requirements set out in Clause 6.3 and Clause 4.2;
- (e) the Developer has received a Final Design Certificate from the Estate Manager as required by clause 4.3 above; and
- (f) the Developer has received approval of a construction access plan from the Estate Manager.

The issue of the relevant Certificate of Practical Completion will not occur without the presentation by the Developer of a relevant Final Design Certificate and a Notice to Commence Construction Work issued by the Estate Manager.

In the event of failure by the Developer to obtain a Notice to Commence Construction Work prior to commencement of construction, the Territory may withhold all approvals and suspend supervisory functions of the Estate Manager and any Relevant Authority during the term of the breach.

#### **4.5 Extent of Activities**

The Developer shall to the extent possible confine its activities to the Site unless prior approval is obtained from the Estate Manager to extend beyond the Site. In the event that the Developer believes it is necessary to occupy adjacent land, the Developer shall negotiate with all affected owners for suitable rights of occupation to that land. Upon agreement with all affected owners for rights of occupation to the adjacent land, the Developer shall present adequate documentation to the Estate Manager outlining the Developer's rights and conditions of such occupancy. The Developer must comply with all conditions of occupancy.

In the event that it requires a temporary licence to occupy adjacent unleased public land, the Developer shall obtain the approval of the Relevant Authority and then contact the Estate Manager with adequate documentation outlining the Developer's rights and conditions of such occupancy. The Developer must comply with all conditions of occupancy.

No undertaking is given by the Territory that adjacent unleased public land will be made available to the Developer.

The site compound, topsoil stockpiles and all other stockpiles shall be located to avoid damage to existing flora in areas approved by the Relevant Authorities.

Upon completion of the final stage of the Works or immediately after vacating the subject parcel of land, all disturbed areas shall be fully restored, seeded and straw mulched at the Developer's cost to the satisfaction of the Relevant Authority.

#### **4.6 Set Out of the Works**

The Surveyor-General will provide fixed survey reference points in the field and information on their level and co-ordinates. All costs associated with the provision of further survey reference points shall be borne by the Developer.

All other surveying work including engineering and boundary surveys shall be the responsibility of the Developer.

The Developer shall, at its own cost, install and level benchmarks to the requirements of the Surveyor-General.

The works shall be set out by the Developer in accordance with the requirements of the Surveyor-General.

#### **4.7 Survey Bench and Reference Mark Disturbance**

The Developer shall not disturb Survey Bench and Reference Marks without the specific consent of the Surveyor-General and compliance with the conditions of any consent.

#### **4.8 Disposal of Spoil**

The Developer shall dispose of spoil within his development area in accordance with the approved design. Excess spoil shall be transported to one of the major land-fill areas or to an area made available by the Territory.

#### **4.9 Liaison with Relevant Authorities**

##### **4.9.1. Preliminary Engineering Design**

In planning the Estate the Developer shall examine all Utility master plans to ascertain the impact of the proposed development on the Utilities existing and future infrastructure. The Developer shall obtain from each Utility written confirmation that arrangements where applicable have been made for servicing the development prior to final planning approval.

##### **4.9.2. Liaison with Utilities**

The Developer shall confirm with the Utilities providing water, sewerage electricity, gas and telecommunications services their individual requirements for provision of servicing of the Development.

Confirmation must be sought from the Utilities on the provision of installation of the following:

- (a) street lighting;
- (b) electricity reticulation;
- (c) gas reticulation;
- (d) telecommunications reticulation;
- (e) under road conduits; and
- (f) connection to existing water supply and sewerage networks.

The Developer shall confirm the design and construction phase requirements in order to enable an agreed development program to be established between the Utilities and the Developer prior to construction.

TCCS promote the provision of services via the use of shared trenching to enable rationalisation of trenching and construction practices. The following Utilities have developed a Shared Trench Agreement for use within developments:

Jemena (Gas)  
 ActewAGL Electricity Networks  
 TransACT Communications  
 Telstra Corporation  
 NBN Co Limited

Where required the Developer shall provide a trench for the purpose of “Shared Trenching” as required by the relevant Utilities.

#### 4.9.3. Construction Program

The Developer shall liaise directly with each Utility to confirm the following construction program:

- (a) Project scope;
- (b) Construction sequences and timing;
- (c) Responsibilities of all parties involved;
- (d) Project contact officers and principal contractors;
- (e) Site servicing requirements (including construction documentation and commissioning requirements);
- (f) Standards, specification and procedures applicable to the project; and
- (g) Utility resource availability and response times.

#### 4.9.4. Access by Others

The Developer shall permit access to the Site by the Utilities for the purpose of carrying out works additional to that required to be undertaken by the Developer

#### 4.9.5. Statements from Utilities

The Developer shall obtain at the appropriate stages of the development the following certificates *from the Utilities*:

- a) Certificate of Final Design Acceptance - written evidence that the respective Utilities design requirements have been met by the Developer prior to construction; and
- b) Certificates of Operational Acceptance - written evidence that the respective Utilities requirements have been met, which has allowed the Utility to successfully reticulate and commission its services in association with the Development.

#### 4.9.6 Utility Contacts

The following numbers are Utility contacts as the date of this Deed. The Territory takes no responsibility for any change of numbers.

Icon Water (Water & Sewerage)	(02) 6242 1499
Jemena (Gas)	(02) 6203 0640
ActewAGL Electricity Networks	(02) 6293 5738
Telstra Corporation	(02) 9397 2090
TransACT	(02) 6229 8047
NBN Co Limited	(02) 9926 1900

#### 4.10 Blasting

The Developer shall not, without the prior consent of the Estate Manager, carry out blasting or permit blasting to occur.

In the event that the Estate Manager gives consent to blasting it shall be carried out in accordance with the Standard Practices and Procedures and any direction of the Territory.

#### **4.11 Material and Work to be Subject to Examination and Testing**

Any material used or any work forming part of the Works under the Deed may at any time and from time to time be examined or tested by the Relevant Authorities to ensure that the material or work complies with this Deed and with the requirements of the Relevant Authorities.

#### **4.12 Statements from Relevant Authorities**

Prior to applying for the issue of Certificate of Practical Completion for any Stage, the Developer shall obtain a statement from each of the Relevant Authorities indicating that their requirements have been met.

These statements shall be lodged with the Estate Manager in accordance with clause 5.2 of the Deed.

#### **4.13 Street Names, Numbers and Signposting**

The Developer shall obtain from the Planning and Land Authority the name of each gazetted street or place and provide street name signs in accordance with the Planning and Land Authority's requirements. All street signs shall be in place prior to the issue of a Certificate of Practical Completion.

All street numbering shall be carried out in consultation with the Planning and Land Authority.

## **PART 5**

### **CERTIFICATES AND ISSUE OF CONSEQUENT LEASES**

#### **5.1 CERTIFICATES**

##### **5.1.1 Certificate of Final Design**

A certificate issued by the Estate Manager upon receipt of all written evidence that the respective Relevant Authorities design requirements have been met by the Developer prior to construction;

##### **5.1.2 Certificate of Operational Acceptance**

In respect of each Stage the Developer shall obtain a Certificate of Operational Acceptance from each Relevant Authority.

##### **5.1.3 Certificate of Practical Completion**

After the Developer has received a Certificate of Final Design and Certificates of Operational Acceptance from all Relevant Authorities for all Works within a Stage, the Developer shall apply to the Estate Manager for a Certificate of Practical Completion for that Stage and attach to the application copies of the Certificate of Final Design and the Certificates of Operational Acceptance issued by the Relevant Authorities.

Upon receipt of the above application, the Estate Manager will, if he is satisfied that there has been compliance with the terms of the Deed and the procedures referred to in Appendix (i), issue to the Developer a Certificate of Practical Completion for that Stage.

##### **5.1.4 Final Certificate**

After the Defects Liability Period has expired and if the Estate Manager is satisfied that the Works have been satisfactorily completed by the Developer in accordance with the terms of the Deed, including any remedial work required, and clearances have been obtained from all Relevant Authorities, the Estate Manager will issue to the Developer a Final Certificate, provided that if there are a number of Stages of the Works a separate Final Certificate shall issue in respect of each Stage.

#### **5.2 Issue of Consequent Leases**

The Developer shall, within six months (or within such further time as may be approved by the Estate Manager) from the date of issue of the Certificate of Practical Completion for the relevant Stage, apply to the Territory for the issue of Consequent Leases as specified in Annexure A3 to itself.

Applications to the Territory for the Consequent Leases shall be made by the Developer and at the Developers cost through the Estate Manager, and will require lodgement at the Developer's expense with the Estate Manager of the following:



- (a) as required by the Estate Manager, further statements from the Relevant Authorities that their requirements have been met;
- (b) for the relevant stage, an electronic version of:
  - (i) a Plan of Survey showing clearly the land being surrendered from the current holding lease, and the land intended to remain in the Holding Lease; and
  - (ii) a Plan of Survey of the blocks intended to be the subject of individual consequent Leases, in accordance with the Leases Plan;
  - (iii) once the examination process is finalised, the surveyor will receive instruction to plot the Plan of Survey on film and submit for the Surveyor-General's signature.
- (c) a completed Memorandum of Surrender of Crown Lease for the Land in the Holding Lease being surrendered in the relevant Stage;
- (d) a Security for Uncompleted Works or contribution in accordance with the requirements and provisions of sub-clause 6.4.3;
- (e) certification from a registered surveyor that all the bench and survey marks are in place to the Surveyor-Generals specifications; and
- (f) a Certificate of Occupancy of Use in respect of any building required to be constructed by the Developer under the Deed.

## **PART 6**

### **GENERAL**

#### **6.1 Assignment**

The Developer shall not, without the prior written approval of the Territory, which will not be unreasonably withheld, assign, mortgage, charge or encumber its interests in this Deed and/or the Holding Lease.

#### **6.2 Partnership**

Nothing in this Deed shall be deemed to create the relationship between the parties of a partnership or of principal and agent.

#### **6.3 Insurance**

##### **6.3.1 Work not to commence without Insurance**

The Developer shall not commence any activity on the site until it has produced to the Estate Manager, who in turn has received approval from the ACT Insurance Authority (hereafter for the purposes of clause 6.3 called "ACTIA"), and received approval of;

1. insurance policies required by the succeeding sub-clauses and by Clause 4.2; and
2. evidence as to their currency.

##### **6.3.2 Nature of Insurance**

The Developer shall take out and keep current insurance policies in respect of all the normal risks involved in its development and construction of the Works.

Such risks shall include risks relative to:

- (a) public risk;
- (b) loss or damage to Works;
- (c) workers compensation;
- (d) indemnities given by the Developer;

but may except risks relative to:

- (a) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any Government or public authority; or

- (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the Developer or its employees or agents or contractors.

### **6.3.3 Names of Insured**

The insurance policies shall be taken out in the name of the Developer or primary contractor, and the interests of the Commonwealth, Icon Water and the Territory noted on the policies.

### **6.3.4 Amounts and Terms of Policies**

The amounts and terms of the Policies shall be acceptable to the ACTIA. Any matters or changes affecting the Policies shall be referred in writing to the Estate Manager for approval by the ACTIA.

## **6.4 Security/Performance Undertakings and Contributions**

### **6.4.1 General Performance Undertaking**

The Developer shall lodge a General Performance Undertaking with the Estate Manager prior to seeking a Notice to Commence Construction Work from the Estate Manager.

The General Performance Undertaking shall be an Unconditional Deed of Undertaking by a bank, building society or financial institution approved in writing by the Territory and shall be:

- a) in the form approved in writing by the Territory; and
- b) for the amount specified in Annexure A5.

After the issue Certificate of Practical Completion for a Stage of the Works, the Developer may apply for a reduction in the level of security specified in Annexure A5 to a level equal to 5% of the security held against the Works in that Stage, plus the value of any outstanding works multiplied by the appropriate multiplying factor in Appendix (ii).

The Territory shall take the necessary action to release the General Performance Undertaking, or part thereof, within fourteen days (14) of the date of expiration of the Defects Liability Period for the particular stage of the works to which the whole undertaking, or part thereof, applies.

### **6.4.2 Security for Interdependent Work and Scheduled Engineering Services**

Where the list of Works contained in Annexure A1 contains work designated as Interdependent Works or Scheduled Engineering Services, the Developer shall lodge a Security for Interdependent and Scheduled Engineering Services with the Estate Manager prior to seeking a Notice to Commence Construction Work from the Estate Manager.

The Security for Interdependent and Scheduled Engineering Services work shall be an Unconditional Deed of Undertaking by a bank, building society or financial institution, or other security approved by the Territory, and shall be:

- a) in the form approved in writing by the Territory; and
- b) for the amount specified in Annexure A5.

The Territory shall take the necessary action to relinquish the Security for these works within fourteen (14) days of the issue of the Certificate of Practical Completion for the final Stage containing the Interdependent Works.

Notwithstanding anything to the contrary in this Deed the Territory will not relinquish the security unless, in addition to other requirements, the Developer has satisfactorily remedied any outstanding work defects.

### **6.4.3 Security or Contribution for Uncompleted Works**

For the purposes of this sub-clause 'Uncompleted Work' means work required by this Deed for which a Certificate of Practical Completion has not been issued.

Prior to the issue of a Certificate of Practical Completion within each Stage the Developer shall lodge with the Territory either:

- (a) a Security for Uncompleted Work in accordance with the requirements and provisions of sub-clause 6.4.3.1; or
- (b) a contribution to the Territory for all Uncompleted Work in accordance with the requirements and provisions of sub-clause 6.4.3.2.

#### **6.4.3.1 Security for Uncompleted Works**

The Security for Uncompleted Works shall be an Unconditional Deed of Undertaking by a bank, building society or financial institution approved in writing by the Territory, and shall be:

- (a) in the form approved in writing by the Territory/Authority; and
- (b) for an amount equal to the amount derived from the application of the sliding scale in the document headed "Security Scale for Assessing Security for Uncompleted Works" in APPENDIX (ii).

Where a Security for Uncompleted Works has been lodged by the Developer for a particular Stage, the Territory/Authority shall take the necessary action to relinquish the Security for Uncompleted Work within fourteen (14) days of the issue of the Final Certificate for that Stage of the Works.

Notwithstanding anything to the contrary in this Deed the Territory/Authority will not relinquish the security unless, in addition to other requirements, the Developer has satisfactorily remedied any outstanding work defects.

#### **6.4.3.2 Contributions for Uncompleted Work.**

Subject to the approval in writing by the Estate Manager, the Developer may lodge a contribution to the Territory for an amount determined by the Estate Manager to be equal to the value of any Uncompleted Work. The acceptance of this contribution by the Territory shall release the Developer of its obligations and responsibilities under the Deed in respect to the work to which the contribution relates.

#### **6.4.4 Liquidated Damages**

In the event that the Developer fails to complete the Interdependent Works specified in Annexure A2 within the time specified in Annexure A4, and the Estate Manager refuses an application for an extension of time or otherwise refuses to grant an extension of time under the provisions of clause 6.5.2 and (or) clause 6.5.3 of this Deed, the Developer shall be liable to the Territory, by way of pre estimated and liquidated damages and not as a penalty, for the amount or amounts stated in Annexure A5 of this Deed for the period that the works remain incomplete.

### **6.5 Times for Commencement and Completion**

#### **6.5.1 Program**

The Developer shall undertake the development of the Estate in accordance with the order and time provisions of the Stages Plan with Programme (Annexure A4) and in accordance with the commencement and completion dates specified in Annexure A5.

#### **6.5.2 Extensions of Time - Rights of Developer**

Any application by the Developer for a variation or extension of time shall be made under the provisions of clause 3.4 of this Deed. The Developer shall not be entitled to an extension of time for delays by Relevant Authorities where, in the opinion of the Estate Manager, the Developer did not provide the Relevant Authorities with adequate notice. The Developer will be entitled to extensions of time where delay is caused by matters beyond the reasonable control of the Developer. The Authority will not unreasonably withhold its approval to an application by the Developer for a variation or extension of time arising from such delay.

#### **6.5.3 Extensions of Time - Powers of Estate Manager**

Notwithstanding that the Developer has not made an application for a variation or extension of time, the Estate Manager may at any time and from time to time and for any reason it thinks sufficient, by written notice addressed to the Developer, extend time by nominating a date specified in the notice as the new and substituted date for completion of the Works.

## **6.6 Defects Liability and Liquidated Damages**

### **6.6.1 Times of Commencement and Periods**

The time of commencement for the Defects Liability Period under this Deed shall be the date of the issue of the Certificate of Practical Completion for the relevant Stage. The Defects Liability Period under this Deed for each stage of the Works shall be that stipulated in Annexure A5.

### **6.6.2 The Developer's Responsibility**

- (a) Any omissions and defects which existed at the commencement of a Defects Liability Period and which are notified to the Developer in writing during the Defects Liability Period shall be rectified by the Developer as directed irrespective of who is responsible for the defects.
- (b) Any omissions and defects referred to in the preceding paragraph of this sub-clause which are not rectified by the Developer and any other defects which become apparent during a Defects Liability Period which are due to any cause, including design, workmanship or materials for which the Developer is responsible shall be rectified by the Developer when directed to do so by the Estate Manager which, in that direction, shall state the omissions or defects or in what respect the relevant stage of the Works is otherwise defective and the date by which the rectification shall be completed, but no such direction shall be given by the Territory later than fourteen days after the expiration of that Defects Liability Period.
- (c) If any omission or defect is not rectified within the reasonable time stipulated in the direction given by the Estate Manager, the Estate Manager may rectify the omission or defect at the Developer's expense but without prejudice to any other rights that the Territory has against the Developer in respect of that omission or defect and the cost incurred by the Territory in so rectifying the omission or defect shall be a debt due from the Developer to the Territory which may be deducted or recovered by the Territory pursuant to clause 6.11 of the Deed.
- (d) If it becomes necessary for the Developer to execute any remedial work, the provisions of the Deed relating to the relevant stage of the Works shall apply to the remedial work as if it were the relevant stage of the Works and the Defects Liability Period for such remedial work shall be the Defects Liability Period that applies to the relevant stage of the Works and shall commence on the day on which the remedial work is completed, but the Estate Manager may approve, in respect of any remedial work, a shorter Defects Liability Period.
- (e) The Developer shall protect and maintain all the works that have been satisfactorily completed at the time of the relevant Authority's operational acceptance or construction compliance certificate until the issue of a Final Certificate by the Estate Manager.

### **6.6.3 Tests on Remedial Work**

If any remedial work is of such a character as may affect the efficiency of the Works or a part thereof the Estate Manager may, within one month after completion of that remedial work, notify the Developer that further tests are to be made in accordance with the provisions of the Deed. The costs of such further tests shall be borne by the Developer.

## **6.7 Service of Documents**

### **6.7.1 Service of Documents on the Developer**

Any document which is to be or may be issued or given to or served upon the Developer under the Deed shall be deemed to have been sufficiently issued or given to or served upon the Developer if it is handed to or is sent by prepaid post to or is left at the address of the Developer stated in the Deed or at such other address as is notified in writing by the Developer to the Estate Manager.

### **6.7.2 Service of Documents on the Territory**

Any document which is to be or may be issued or given to or served upon the Territory under the Deed shall be deemed to be sufficiently issued or given to or served upon the Territory if it is handed to the Estate Manager or is sent by prepaid post to or is left at the address of the Estate Manager stated in Annexure A5.

### **6.7.3 Service by Post**

Any document sent by registered post shall be deemed to have been issued or given to or served upon the Territory, as the case may be, at the time at which it would normally arrive in the ordinary course of the post at the address to which it is directed.

### **6.7.4 Service by Instantaneous Means**

Any document sent by email shall be deemed to have been issued to or served upon the Developer or given to or served upon the Territory, as the case may be, at the time and place of receipt of the document.

## **6.8 Documents**

### **6.8.1 Drawings and Specification**

Where any discrepancy exists between figured dimensions and scaled dimensions, the figured dimensions shall prevail.

Drawings made to larger scales and those showing details of particular parts of any work shall be taken as correct in preference to those made to smaller scales and for more general purposes.



### **6.8.2 Availability of Documents**

During the execution of the Works under the Deed, one copy of the Deed shall be kept by the Developer at the Site or other location approved in writing by the Estate Manager and shall be available at all times for reference by the Estate Manager and any persons nominated in writing by the Estate Manager.

### **6.9 Developer to Inform Itself**

The Developer shall be deemed to have:

- (a) examined carefully and to have acquired proper knowledge of the contents of the Deed;
- (b) examined all information relevant to the risks, contingencies and other circumstances relevant to the Works and which is obtainable by the making of reasonable enquiries;
- (c) examined all relevant standards and guidelines referred to in the Deed;
- (d) examined the Site and its surroundings;
- (e) satisfied itself as to its ability to comply with all its obligations under this Deed and of all matters and things necessary for the due and proper performance and completion of the Deed;
- (f) satisfied itself of the adequacy or otherwise of all planning and design requirements specified in the Deed;
- (g) ascertained the requirements of ActewAGL Electricity Networks regarding the provision of ducts, conduits etc to facilitate installation of its services, and contributions for installation of electricity reticulation and street lighting; and
- (h) ascertained from all other Relevant Authorities information regarding the provision of ducts, conduits and other requirements to enable and facilitate proper installation of the respective services.

Failure by the Developer to do all or any of the things in (a) to (h) inclusive it is deemed to have done under this clause shall not relieve the Developer of its liability to perform and complete the Deed in accordance with the terms and conditions thereof at its own cost.

### **6.10 Indemnity**

The Developer shall indemnify and keep indemnified the Territory, and Planning and Land Authority against all costs, loss or damage from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Territory and Planning and Land Authority, its agents or officers, or any Relevant Authorities, their agents, or officers in respect of damage to persons or property arising out of the Developers performance or lack or performance of its obligations under this Deed.

The indemnification in the preceding paragraph shall not extend to loss or damage which is the direct result of negligence of the Territory, Planning and Land Authority, its agents, officers or the Relevant Authorities.

### **6.11 Recovery of Moneys**

Without limiting the right of the Territory under any other provision in the Deed, the amount of any debt due from the Developer to the Territory under or by virtue of any provision of the Deed may be deducted by the Territory from the security provided by the Developer under the Deed. Nothing in this clause shall affect the right of the Territory to recover from the Developer the whole amount of the debt or any balance that remains owing after deduction.

### **6.12 Failure by the Developer**

In the event that the Developer fails to comply with clause 6.4 of the Deed relating to the lodgement of security or with clause 6.3 of the Deed relating to the production of satisfactory evidence as to the currency of insurance cover, the Territory may by notice in writing inform the Developer that it will within seven (7) days of the date of the notice treat the failure as a default by the Developer within the meaning of clause 6.13 of the Deed.

### **6.13 Default by the Developer**

#### **6.13.1 Procedures**

If the Developer defaults in the performance or observance of any covenant, condition or stipulation in the Deed, the Territory may call upon the Developer, by notice in writing, to show cause within a reasonable period specified in the notice why the powers hereafter contained in this clause should not be exercised.

The notice in writing shall state that it is a notice under the provision of this clause and shall specify the default or neglect on the part of the Developer upon which it is based.

If the Developer fails within the period specified in the notice in writing to show cause to the satisfaction of the Territory why the powers hereafter contained should not be exercised, the Territory, without prejudice to any other rights that it may have under the Deed against the Developer, may take any or any combination of the following actions:

- (a) entry by the Territory and its representatives upon the Site and the carrying out by it of that work and those remedial measures it considers necessary.
- (b) implementation by the Territory of its powers and rights relative to the security provided by the Developer under the provisions of clause 6.4.

#### **6.13.2 Engagement of Others**

If the Territory elects to exercise the power conferred on it by sub-paragraph (a) of sub-clause 6.13.1 it may let Contracts to others and employ persons other than the Developer to carry out activities on the Site.

### 6.13.3 Preservation of Rights

Any action taken by the Territory under sub-clauses 6.13.1 or 6.13.2 or both shall not diminish any of its powers or rights under the remaining provisions of this Deed.

### 6.14 Disputes

Excepting those disputes or differences that arise from planning decisions of the Territory or Authority, or which relate to the interpretation of the provisions of this Deed, all disputes or differences arising out of the Deed or concerning the performance or the non-performance by either party of its obligations under the Deed shall be decided as follows:

- (a) the Developer shall not later than fourteen (14) Business Days after the dispute or difference arises, submit the matter at issue in writing, with detailed particulars, to the Estate Manager for decision and the Estate Manager shall, as soon as practicable thereafter, give its decision to the Developer in writing;
- (b) if the Developer is dissatisfied with the decision given by the Estate Manager pursuant to the preceding paragraph, it may, not later than 28 days after the decision of the Estate Manager is given to it pursuant to paragraph (a), give notice in writing to the Estate Manager requiring that the matter at issue be referred to an expert for determination. If the Territory and the Developer cannot agree on an expert within 56 days after the dispute or difference arises, either party may request the President of the Law Society of the ACT to appoint an expert. The expert must have reasonable qualifications and commercial and practical experience in the matters in dispute and have no interest or duty which conflicts with their role as an expert.
- (c) The expert will be instructed to:
  - (i) promptly fix a reasonable date, time and place for receiving submissions or information from the parties or from any other persons as he or she thinks fit;
  - (ii) accept oral or written submissions from the parties as to the subject matter of the dispute within 14 days of being appointed;
  - (iii) not be bound by the rules of evidence; and
  - (iv) make a determination in writing with appropriate reasons for that determination within 35 days of being appointed.
- (d) The expert will be required to keep confidential matters coming to the expert's knowledge by reason of the performance of his or her duties.
- (e) The expert will have the following powers:
  - (i) to obtain information independently as to facts and if necessary technical or financial matters to which the dispute relates;
  - (ii) to receive written submissions, sworn and unsworn written statements and photocopy documents and to act on those submissions;

- (iii) to consult with such other professionally qualified persons as he or she thinks fit; and
  - (iv) to take such measures as he or she thinks fit to expedite the completion of the resolution of the dispute.
- (f) Any person appointed as an expert will not be an arbitrator and the law relating to arbitration will not apply to him or her or to a determination reached or the procedures by which a determination is reached.
  - (g) In the absence of manifest error, the decision of the expert will bind the parties.
  - (h) The costs of the expert and any advisers are to be borne by one or both parties as determined at the discretion of the expert taking into account the expert's decision in the dispute.
  - (i) Each party must give the expert all information and assistance that the expert may reasonably require. Each party will be entitled to be legally represented in respect of any representations that they may wish to make to the expert, whether orally or in writing.
  - (j) Each party must bear their own costs in relation to a dispute under this clause.

## **6.15 Suspension of the Works**

### **6.15.1 Suspension by the Territory**

Whenever the suspension of the whole or any part of the Works becomes necessary:

- (a) because of an act, default or omission of:
  - (i) the Territory or a Relevant Authority, or an employee or professional consultant or agent of the Territory; or
  - (ii) the Developer or an employee or agent of the Developer; or
  - (iii) a contractor or an employee or agent of that contractor; or
- (b) for the protection or safety of:
  - (i) the employees or agents of the Developer or of a contractor or the employees, professional consultants or agents of the Territory, Planning and Land Authority, the Land Agency or a Relevant Authority or any other person concerned in the performance of the whole or any part of the Works;
  - (ii) executed Works or any part of the executed Works; or
  - (iii) the public or any property.

The Estate Manager shall direct the Developer in writing to suspend the progress of the whole or any part of the Works specified in the order for such time or times as the Estate Manager may think fit.

#### **6.15.2 Suspension by the Developer**

Should the Developer wish to suspend the progress of the whole or any part of the Works it shall so notify the Estate Manager in writing and explain the reasons for the suspension.

The Estate Manager shall thereupon, if it thinks it necessary or reasonable so to do, grant permission for a suspension of the whole or any part of the Works for such time or times as it may think fit.

#### **6.15.3 Recommencement of Work**

The Estate Manager shall, when the reason for any suspension no longer exists, direct the Developer to recommence work on the relevant part of the Works and the Developer shall comply with the direction.

#### **6.15.4 Cost of Suspension**

The extra cost, if any, of completing a separable part of the Works incurred by the Developer by reason of any suspension under sub-clause 6.15.1 or sub-clause 6.15.2 shall be borne and paid for by the Developer provided however that if the suspension is due to an act, default or omission of the Territory, Planning and Land Authority, the Land Agency or a Relevant Authority or an employee, professional consultant or agent of the Territory, Planning and Land Authority, the Land Agency or a Relevant Authority then without prejudice to its other remedies the Developer shall be entitled to payment of the amount of the aforesaid extra cost incurred by it that is attributable to such an act, default or omission.

#### **6.15.5 Obligation of Developer**

The suspension of the progress of the whole or any part of the Works under the Deed in pursuance of this clause shall not affect the obligation of the Developer to perform the activities required by the Deed within the prescribed period or within an extended period allowed by the Territory under the provisions of clause 6.5.

### **6.16 Governing Law**

This Deed shall be governed by and construed with reference to the laws for the time being in force in the Territory.

### **6.17 Requirements of Statutes and Subordinate Legislation**

#### **6.17.1 Compliance with Statutory Requirements**

The Developer shall at its own cost do all things necessary to comply with the requirements of all Acts and Ordinances of the Parliament of the Commonwealth and all Acts of the Australian Capital Territory and with the requirements of all Ordinances, Regulations, by-laws

and proclamations made or issued under any such Act or Ordinance and with the lawful requirements of public and other authorities in any way affecting or applicable to the Works.

#### **6.17.2 Surrender of Documents Evidencing Approval of Authorities**

Upon demand in writing made by the Estate Manager at any time and from time to time the Developer shall surrender to the Estate Manager certified copies of the originals of any documents in its possession issued by or evidencing the approval of Relevant Authorities in connection with the relevant separable part of the Works.

### **6.18 Variations (Works)**

#### **6.18.1 Variations to the Works**

If, at any time during the progress of a Stage of the Works the Territory reasonably determines that the form, quality or quantity of such Work should be varied, the Estate Manager may direct the Developer to do all or any one or more of the following things:

- (a) increase, decrease or omit any part of the said Stage of the Works;
- (b) change the character or quality of any material or work;
- (c) change the levels, lines, positions or dimensions of any part of the said Stage of the Works; or
- (d) execute additional work.

No variations to the Work shall be made by the Developer if it has not received a specific written request or consent from the Estate Manager.

#### **6.18.2 Valuation of Variations and Procedures**

If the variation of Works is required under clause 6.18.1 is, in the reasonable opinion of the Territory, of a minor nature, no monetary or other adjustment shall be made in respect of or affecting either party.

If the variation specified is greater than a variation of a minor nature, and if the parties agree upon a valuation, payment shall be made in accordance with the provisions of (c) and (d) below within thirty days of notification in writing to the Developer by the Estate Manager.

If the variation specified is greater than a variation of a minor nature and if the parties cannot agree upon a valuation, the variation shall be referred in writing by the parties to a valuer. The valuer shall be selected by the Developer from three persons nominated by the Territory. The decision of the valuer shall be final, binding and conclusive. The cost of any such valuation shall be borne equally between the parties.

In respect of the procedures in the preceding paragraph, the matter at issue shall be decided by a decision of the valuer for the payment by one of the parties to the other of a sum of money decided upon as follows:

- (a) firstly a decision shall be made as to whether the variation affects the Developer in a detrimental or disadvantageous manner or whether the variation affects the Developer in a beneficial or advantageous manner;
- (b) secondly the variation shall be valued in terms of advantage or disadvantage to the Developer;
- (c) in the event that the variation is of disadvantage to the Developer, the decision shall be for payment by the Territory to the Developer of 100% of the value of the disadvantage; and
- (d) in the event that the variation is of advantage to the Developer, the decision shall be for payment by the Developer to the Territory of 100% of the value of the advantage.

Where sums are payable under this sub-clause they shall be paid within thirty days after the date the decision of the valuer is issued by the valuer to the parties.

## **6.19 Other Variations**

### **6.19.1 Other Variations Deemed Necessary by the Territory**

If at any time during the currency of the project the Territory is of the opinion that, for the reasons of good planning and land management, other variations, not elsewhere provided for within this Deed, should be made, the Territory may deem these variations as necessary and by written notice delivered to the Developer specify in detail the nature of the variation and the consequential alterations in the content of the Annexures to the Deed.

### **6.19.2 Valuation of Variations and Procedures**

The procedures for determining the valuation of variations specified in sub-clause 6.18.2 shall also be used to determine the valuation of variations made under sub-clause 6.19.1.

## **6.20 Estate Manager**

The Estate Manager shall be responsible for the general administration of this Deed on behalf of the Territory.

The Works shall be executed by the Developer in accordance with the Deed and in accordance with any written direction of the Estate Manager pursuant to the provisions of the Deed. For the purposes of this sub-clause, "direction" includes any agreement, approval, authorisation, certification, decision, demand, determination, explanation, instruction, notice, notification, order, permission, rejection, request or requirements which the Estate Manager may make, give or issue pursuant to the provisions of the Deed.

In the event that the Developer fails, as a result of its own fault, to comply with a written direction of the Estate Manager or the Estate Manager's representative, the Territory shall have the right and the power, by written notice signed by the Estate Manager or the Estate Manager's Representative, to cease carrying out the normal approval and supervisory



processes required by Deed until the failure has been remedied. The use of the power shall not diminish the rights of the Territory under Clause 6.15 of the Deed.

#### **6.21 Estate Manager's Representatives**

The Estate Manager may from time to time in writing nominate and appoint persons to exercise such of the powers, duties, discretions and authorities vested in the Estate Manager as seen fit and shall give notice to the Developer of the name of each person so appointed and the extent of the powers, duties, discretions and authorities referred to in the notice.

The Estate Manager shall not at any time appoint more than one person to exercise a particular power, duty, discretion or authority vested in him.

An appointment under this clause does not prevent the exercise of a power, duty, discretion or authority by the Estate Manager and the Estate Manager may at any time revoke any such appointment by written notice to the Developer.

Where the word "Estate Manager" is used in the Deed it shall, so far as concerns the powers, discretions and authorities exercisable by the Estate Manager's Representative by virtue of his appointment under the clause, be deemed to include the Estate Manager's Representative.

#### **6.22 Developer's Representatives**

The Developer shall have during the currency of the Deed a technically and otherwise competent representative acceptable to the Estate Manager present on the Site at all periods during which there are any activities relating to the execution of the Works and of any subsequent changes.

Any direction as defined in clause 6.20 shall:

- (a) if given to the representative on the Site in respect of the execution of the Works on the Site be deemed to be issued or given to or served upon the Developer in respect of the execution of the Works on the site; or
- (b) if given to the representative at any other place in respect to the execution of part of the Works in that place shall be deemed to be issued or given to or served upon the Developer in respect to the execution of that part of the Works at that place.

#### **6.23 Territory's Right of Access**

At all times during the currency of this Deed the Estate Manager, his authorised Representative, Officers of the Territory and all Relevant Authorities, their delegates, nominees and agents shall have the right of entry and access to the Site.

#### **6.24 Access by Others**

The Developer shall permit access to the Site by persons and bodies for the purpose of the carrying out of work additional to that required to be undertaken by the Developer.

## **6.25 Vesting of Pipes and Materials**

No pipes or material found on the land, irrespective of who placed such pipes or material, shall vest in the Developer or a subsequent Lessee, excepting such existing sewer and stormwater pipes and structures specified in writing by the Territory and ActewAGL as abandoned.

## **6.26 Royalties, Patent and Other Industrial Property Rights and Fees**

### **6.26.1 Payments**

Unless otherwise provided for in the Deed or this clause, all payments (whether or not accrued due and payable at the date of the Deed) for royalties and patent rights, registered designs, trademarks or names, copyright and other protected rights and all fees then or thereafter to become payable for or in connection with any land, matter or thing used or required to be used in performance of this Deed or to be supplied under the Deed, shall be the responsibility of the Developer which shall make the payments at the times they become due.

### **6.26.2 Indemnity**

The Developer hereby indemnifies the Commonwealth, the Territory, Planning and Land Authority, the Land Agency and all Relevant Authorities against any action, suit, proceeding or claim or demand, in respect of all costs or expenses arising, whether directly or indirectly, from or incurred by reason of any infringement or alleged infringement of letters patent, registered design, trade mark or name, copyright or other protected rights in respect of any machine, equipment, work, material or thing, system or method of using, fixing of or working, or any arrangement used or fixed or supplied by the Developer for the purposes of this Deed.

### **6.26.3 Exceptions to Indemnity**

The indemnity shall not extend to any infringement or alleged infringement of any letters patent, registered design, trade mark or name, copyright or other protected right:

- (a) due to the use by the Territory of the Works or part thereof otherwise than in accordance with this Deed; or
- (b) resulting from the necessity of the compliance by the Developer with the provision of this Deed unless:
  - (i) the Territory has clearly indicated that such compliance will result in an infringement if the appropriate permission or licence is not obtained from the person lawfully able to grant the same; or
  - (ii) the Developer was aware at any time prior to compliance that such compliance would result in an infringement.

#### **6.26.4 Claims against the Territory and Planning and Land Authority**

In the event of any claim or demand being made or action, suit or proceeding being brought against the Territory, or Planning and Land Authority in respect of any matters covered by the indemnity in clause 6.26.2, the Estate Manager shall immediately notify the Developer in writing thereof, and the Developer shall, with the assistance of the Territory, if it makes a request in writing for such assistance, but at the sole expense of the Developer, conduct any litigation that may arise therefrom and all negotiations for the settlement of the claim, demand, action, suit or proceeding. The Developer shall not make any settlement or consent to any judgement order or verdict against the Territory, or Planning and Land Authority without first obtaining the written consent of the Territory, or Planning and Land Authority.

#### **6.26.5 Admissions by the Territory**

The Territory shall not make any admission in relation to any claim, demand, action, suit or proceeding against the Territory with respect to any matter covered by the indemnity unless within seven days after the date of the receipt by it of the notification in writing from the Territory referred to in the preceding paragraph of this clause the Developer fails to open negotiations for the settlement of the claim, demand, action, suit or proceeding or to take all reasonably necessary and proper steps to defend any claim, demand, action, suit or proceeding.

The Developer may be required to furnish to the Territory a signed statement or a statutory declaration that all payments and all fees referred to in sub-clause 6.26.1 have been paid or satisfied.

#### **6.27 Protection of Persons and Property**

The Developer shall provide, erect and maintain all barricades, guards, fencing, temporary roadways, footpaths, signs and lighting and provide and maintain all surveillance and traffic flagging lawfully required by the Territory or any other Relevant Authority or necessary for the protection of the Works or of other property or for the safety and convenience of the public and others and shall remove the same when no longer required.

The Developer shall unless otherwise permitted by the Relevant Authority avoid obstruction or damage to roadways and footpaths, drains, watercourses, public utilities and other services on or adjacent to the site which are visible or the location of which can be ascertained by the Developer from the Relevant Authority or from the Deed and shall have any obstruction removed immediately and at its own cost shall have made good all damage caused by it, its employees, agents or contractors or the employees of any such agents or contractors to the satisfaction of the Relevant Authority.

The Developer shall avoid interference with or damage to all property on or adjacent to the Site, provide temporary protection therefore and shall carry out repair and reinstating work in respect of all damage caused by it, its employees, agents or subcontractors, either directly or indirectly.

The Developer shall take all reasonable steps to prevent nuisance to the owners, tenants or occupiers of properties adjacent to the Site and to the public generally.

Where upon notification in writing the Developer does not comply with the above clauses, the Territory reserves the right to rectify, protect or otherwise make good the Works or part thereof at the Developer's expense.

## **6.28 Arrangements with Relevant Authorities**

Unless there are contrary provisions in the Specifications of Relevant Authorities the Developer shall, at its own cost and in accordance with any requirements set out in the Deed arrange and provide, after liaison with and subject to the requirements of the Relevant Authorities:

- (a) for the supply of electricity, telecommunications and gas services to individual Blocks within stages of the Works the Developer is required to complete hereunder;
- (b) connection to existing water supply and sewer mains; and
- (c) for the installation of lights in the proposed streets and the proposed public places within the aforesaid stages.

## **6.29 Care of the Works**

The Developer shall be liable for the care of separable parts of the Works, the temporary works and all material and plant brought on to the Site by or on behalf of the Developer.

## **6.30 Materials and Work**

### **6.30.1 Quality of Materials and Work**

Materials used in the Works and standards of workmanship shall be in conformity with the requirements of the Relevant Authorities and the provisions of this Deed. In the absence of any such requirements or provisions in respect of any material or standard of workmanship, that material or standard of workmanship, as the case may be, shall be of a kind which is suitable for its purpose and is consistent with the nature and character of the Works.

Unless otherwise specified by the Relevant Authorities, or in the Deed, any materials to be incorporated in the Works shall be new and, where applicable, materials and workmanship shall be in accordance with the relevant Australian standards of Standards Australia.

### **6.30.2 Materials or Work not Complying with the Deed**

The Estate Manager, either on instruction from and on behalf of the Relevant Authorities or on its own behalf, may at any time during the currency of this Deed reject any material or work forming part of the relevant Stage of the Works which is not in accordance with the requirements of the Relevant Authorities or the Deed and may direct its replacement, correction or removal and such rejection or direction shall be made or given as soon as possible after the discovery by the Estate Manager or the Relevant Authorities of its non-compliance with the requirements of the Relevant Authorities or the Deed. If the Estate Manager directs the Developer to replace or correct any material or work, the Developer shall commence the work promptly and to the satisfaction of the Relevant Authorities and the

Estate Manager. If the Estate Manager directs the Developer to remove from the Site any material which is not in accordance with the requirements of the Relevant Authorities or the Deed, the Developer shall do so promptly. All such replacements, corrections and removals shall be at the Developer's expense.

### **6.31 Protection of the Environment**

The Developer shall avoid damage to the environment and shall comply carefully with the requirements of the Relevant Authority and the Deed. When in doubt as to any action it should take in respect of the environment it shall seek and obtain the direction of the Estate Manager.

### **6.32 Urgent Repairs**

If at any time the Territory determines that any remedial, protective, repair or other like work is urgently necessary to prevent loss of or damage to the Works or to any property or to prevent personal injury to or the death of any person, the Territory shall as soon as practicable thereafter notify the Developer of that determination and the Developer shall carry out the work immediately on receipt of that notice. If the Developer is unable or unwilling to do the work immediately, the Territory may arrange for the work to be carried out by others.

If the work carried out by others on behalf of the Territory is work which the Territory determines that the Developer was liable to do at its own expense under the Deed, all costs and charges properly incurred by the Territory in doing the work shall be a debt due from the Developer to the Territory which may deduct the sum due from moneys derived from the security held by the Territory.

### **6.33 Consents and Approvals**

Where a party is required to give consent or approval under this Deed, that party agrees that its consent or approval will not be unreasonably withheld.

### **6.34 Confidentiality**

All material, information and documents made available by one party to the other in relation to the Project shall be treated as confidential and must not be disclosed to any person unless required by law or unless the disclosure is required to a parties legal or accounting advisors.

### **6.35 Works as Executed Information**

The Developer shall, with or before the issue of a Certificate of Practical Completion for the Works, or a Stage of the Works, provide Works as Executed Plans to the following Authorities:

- (a) Office of the Surveyor-General (through the Estate Manager) to the satisfaction of this entity:

- (i) One CD of all drawings in digital format relating to hydraulic services and also the easement requirements for electrical reticulation, water and sewerage.
- (b) TCCS Asset Acceptance to the satisfaction of Asset Acceptance:
  - (i) Works as Executed Plans in accordance with TCCS Reference Document 8 at [http://www.tccs.act.gov.au/Development\\_and\\_Project\\_Support/standards-codes-and-guidelines/page/tams\\_reference\\_documents](http://www.tccs.act.gov.au/Development_and_Project_Support/standards-codes-and-guidelines/page/tams_reference_documents)
- (c) Icon Water to the satisfaction of this entity:
  - (i) One set of Works as Executed Plan in the form of transparencies detailing hydraulic services as per requirements of Icon Water WS&S standards; and
  - (ii) One CD of all drawings in digital format (as per OSG above).

The Estate Manager may withhold the release of Security for Uncompleted Works, approvals and/or the Consequent Leases until this clause has been complied with.

## **PART 7**

### **7. SPECIAL CONDITIONS**

#### **7.1 Premium**

The total premium payable for the Crown Lease for Block 13 Section 1 Denman Prospect by the Developer to the Territory is \$73,000,000.00 GST inclusive (**Premium**).

#### **7.2 Premium instalments**

The Premium must be paid in three instalments as follows:

(a) Instalment 1

- (i) On the date of this Deed, the Developer must pay to or as directed by the Territory \$3,650,000.00 (GST inclusive).
- (ii) Notwithstanding clause 7.2(a)(i), the Territory agrees to accept a bank guarantee for Instalment 1, in a form previously approved by the Land Agency (or its successor), in lieu of payment of Instalment 1.

(b) Instalment 2

On 28 June 2019, the Developer must pay to or as directed by the Territory, an amount equal to \$36,500,000.00 GST inclusive less the amount actually paid under clause 7.2(a).

(c) Instalment 3

On 30 June 2020,

the Developer must pay to or as directed by the Territory, the balance of the Premium being the amount of \$36,500,000.00 (GST inclusive).

Once payment of the Premium has been received in full (including any payment that may be required under clause 7.3), and as long as the Developer has complied with clause A2.1.2.3(b) of this Deed to the satisfaction of the Territory, the Developer can apply for, and has the right to be granted, the Crown Lease for Block 13 Section 1 Denman Prospect.

The balance of the Premium may be reduced by the value of any claim resulting from clause 7.4 only if the determination of any advantage or disadvantage to the Developer has been finalised in accordance with clause 6.18 prior to the date the balance of the Premium is due as determined by this clause.

### 7.3 Default interest

If the Developer defaults in payment of any instalment required pursuant to either clause 7.2(b) or clause 7.2(c), the Developer must pay the Default Interest as follows:

- (a) the Territory (or any other body appointed by the Territory) will invoice the Developer for the Default Interest; and
- (b) the Developer must pay to the Territory (or as directed in the invoice issued under this clause 7.3), the amount of the invoice within 7 Business Days of the date of that invoice.

### 7.4 Molonglo Valley Interceptor Odour Plume Works

If no leases, or only some leases, can be issued for the parts of Block 11, 12 or 13 Section 1 Denman Prospect as a result of odour plumes and/or the Odour Plume Works, the Territory agrees that:

- (a) the Developer will be entitled to make a claim for an adjustment in its favour; and
- (b) the valuation and payment procedure set out in clause 6.18 of this Deed will apply.

### 7.5 Definitions

In this Part 7:

**Australian Securities Exchange** means ASX Limited (ABN 98 008 624 691) and its related companies.

**Default Interest** is the interest calculated at the Default Interest Rate on the outstanding amount payable under either clause 7.2(b) or clause 7.2(c) of this Part 7, whichever is applicable, that is outstanding at 5:00 pm each day, compounded daily, during the Default Period;

**Default Interest Rate** means the interest rate that is 6% higher than the 30 day Bank Bill Swap Benchmark Rate interest rate published by the Australian Securities Exchange in respect Default Period referred to in the relevant invoice;

**Default Period** is the period between:

- (a) the day after the relevant payment under clause 7.2(b) or clause 7.2(c) was due for payment by the Developer; and
- (b) the date that payment was received by the Territory.

**Land Agency** means the Land Development Agency ABN 20 419 925 579, a corporation established by section 31 of the Planning and Development Act 2007 (ACT), or its successor.



**Odour Plume Works** means the Molonglo Valley Interceptor Sewer Odour Plumes Works to be undertaken by the Territory referred to at A2.3.10.3 in this Deed.

IN WITNESS WHEREOF the parties hereto have executed this Deed of Agreement the day and year first hereinbefore written.

**Robert Taylor**

SIGNED by )  
a person duly authorised by the )  
Planning and Land Authority )  
in the presence of: )

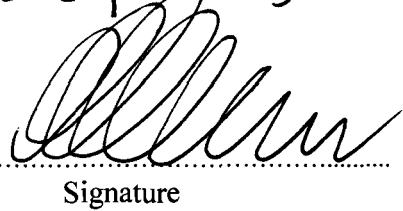


**Sonja Clarkson**

S. Clarkson

SIGNED by **Capital Estate Developments** )  
**Pty Limited A.C.N. 137 573 623** by its )  
~~in accordance with s.127(1) of the~~ **attorney** )  
~~Corporations Act 2001~~ by authority ~~of the Board~~ **pursuant** )  
of the Board in the presence of: **to Power of Attorney Act Regn No. 0143707** )

Brendan Ding  
Witness Signature

  
Signature

BRENDA IV. DING  
Witness Name in full

DANIELLE MILDREN  
Name in full

.....  
Director/Secretary

CLAYTON UTZ PARTNER  
Director/Secretary

**APPENDIX (i)****STANDARD PRACTICES, GUIDELINES AND ACTS OF THE TERRITORY  
(not exhaustive)****Part 1 - Planning***Territory Plan**National Capital Plan**Planning and Development Act 2007 (ACT)**Environment Protection Act 1997***Part 2 - Engineering, Environmental and Building***Icon Water: Water and Sewerage Service and Installation Rules**Icon Water: Building requirements for Icon Water approval**Environment Protection Guidelines for Construction and Land Development in the ACT 2007**Guide to Traffic Engineering Practice (All current Parts), Austroads**TCCS - Design Standards for Urban Infrastructure Works**Building Code of Australia**Icon Water: Water Supply and Sewer Standards Release 2 (July 2000) and subsequent amendments**Land Capability Guidelines**Community Safety Guidelines**ACT Parking and Vehicular Access Guidelines**Nature Conservation Act, 1980**Assessment of Site Contamination, National Environment Protection measures**TCCS - Requirements for Submission Requesting Design Acceptance**TCCS - Landscape Management and Protection Plans (LMPP) - Requirements for the Protection of Public Landscape Assets Adjacent to Development Works*

*TCCS - Requirements for Submission Requesting Operational Acceptance of Hard Public Infrastructure Works*

*TCCS - Requirements for Works as Executed Quality Records*

*TCCS - Requirements for Submission Requesting Final Acceptance of Hard Landscape Assets and Civil Works*

### **Part 3 - Landscape**

*TCCS - Design Standards for Urban Infrastructure Works*

*Icon Water: Water Supply and Sewer Standards Release 2 (July 2000) and subsequent amendments*

*Relevant Australian/NZ standards*

*TCCS - Landscape Management and Protection Plans (LMPP) - Requirements for the Protection of Public Landscape Assets Adjacent to Development Works*

*TCCS - Requirements for Soft Landscape Consolidation and Handover*

### **Part 4 - Specifications**

*TCCS - Standard Specifications for Urban Infrastructure Works*

### **Part 5 - Procedures**

*Guidelines for the Preparation of Estate Development Plans - latest version*

*Icon Water: Water Supply and Sewer Standards Release 2 (July 2000) and subsequent amendments*

*TCCS - Requirements for Submission Requesting Design Acceptance*

*TCCS - Requirements for Submission Requesting Operational Acceptance of Hard Public Infrastructure Works*

*TCCS - Requirements for Works as Executed Quality Records*

*TCCS - Requirements for Submission Requesting Final Acceptance of Hard Landscape Assets and Civil Works*

*TCCS - Requirements for Soft Landscape Consolidation and Handover*

*TCCS - Landscape Management and Protection Plans (LMPP) - Requirements for the Protection of Public Landscape Assets Adjacent to Development Works*

**Part 6 - Acts Applicable to the Territory (a non-exclusive list)**

Utilities Act (ACT), 2000

Land Titles Act 1925

Disability Discrimination Act 1992

Environment Protection Act 1997

Environment Protection and Biodiversity Conservation Act 1999

Building Act 2004

Building and Services Act 1924 - Canberra Sewerage and Water Supply Regulations

Public Unleased Land Act 2013

Electricity and Water Act 1988

Electricity Act 1975

Telecommunications Act 1997 (Commonwealth)

Gas Pipelines Access Act 1988

Australian Capital Territory (Planning and Land Management) Act 1988  
(Commonwealth)

Motor Vehicles (Dimensions and Mass) Act 1990

Planning and Development Act 2007 (ACT)

Heritage Act 2004

Nature Conservation Act 1980

Tree Protection Act 2005

Building and Construction Industry Training Levy Act 1999

Community Titles Act 2001

Unit Titles Act 2001

Public Roads Act 1902

Water resources Act 2007

Wherever in the aforementioned material:

- (i) the word “Agent” appears it shall for the purposes of this Deed be deemed to refer to the Developer;
- (ii) reference is made to the preparation of any material by the Authority, the reference shall be deemed to be to the preparation by the Developer at its own cost wherever the context permits.

**APPENDIX (ii)****SECURITY SCALE****FOR ASSESSING SECURITY FOR UNCOMPLETED WORKS**

OUTSTANDING WORKS ESTIMATE (\$)		MULTIPLIER APPLIED AS PER CLAUSE 6.4.2.1 (b)
0 to	\$50,000	1.29
0 to	\$100,000	1.27
0 to	\$150,000	1.25
0 to	\$250,000	1.24
0 to	\$350,000	1.23
0 to	\$500,000	1.22
0 to	\$700,000	1.21
0 to	\$1,050,000	1.20
0 to	\$1,550,000	1.19
0 to	\$2,000,000	1.18
	\$2,000,000 or greater	1.17

**ANNEXURE A1**

**ESTATE DEVELOPMENT PLAN**



### **A1.1 List of Works (Clause 4.1 of the Deed refers)**

The work to be completed by the Developer under the Deed includes the preparation and approval of an Indicative Development Plan and a detailed Estate Development Plan, engineering design, construction and completion of all works including but not limited to the following:

- (a) roadworks, carparks (temporary and permanent), floodways, paths, cycleways, fire trails, equestrian trails, traffic control devices, street signs and temporary traffic management, fencing and retaining walls;
- (b) services including sewer reticulation and services, water supply, water services, stormwater, temporary cut-off drains, telecommunications reticulation, underground electricity reticulation, substations, street and pathway lighting, gas reticulation and relocation of existing services;
- (c) landscaping and paving including street tree planting, tree removal/surgery, open space landscaping, road verge landscaping including grassing and grassing of other disturbed areas, floodway landscaping and urban edge treatment;
- (d) water quality control measures, erosion and sediment control works for subdivision construction and measures to be left in place for residential building work;
- (e) offsite works as detailed in clause A2.3.2 of Annexure A2;
- (f) Indicative Development Plan submission in accordance with clause A2.1.2 of Annexure A2;
- (g) interdependent works as detailed in clause A2.3.3 of Annexure A2;
- (h) studies, investigations and design work in accordance with clause A2.1.6 of Annexure A2;
- (i) fencing in accordance with clause A2.2.9 of Annexure A2;
- (j) serviced land to be returned to the Territory as detailed in clause A2.5.3 of Annexure A2; and
- (k) any other works required by the Territory and Relevant Authorities

in accordance with approved plans and specifications.

Some detailed engineering studies for the Estate have been carried out by the Territory for part of the estate and will be made available to the developer at scheduled costs.

All submissions of Estate Development Plans for approval, as well as amendments to a previously approved plan, shall be accompanied by a digital file in the format required by the Office of the Surveyor-General (OSG).

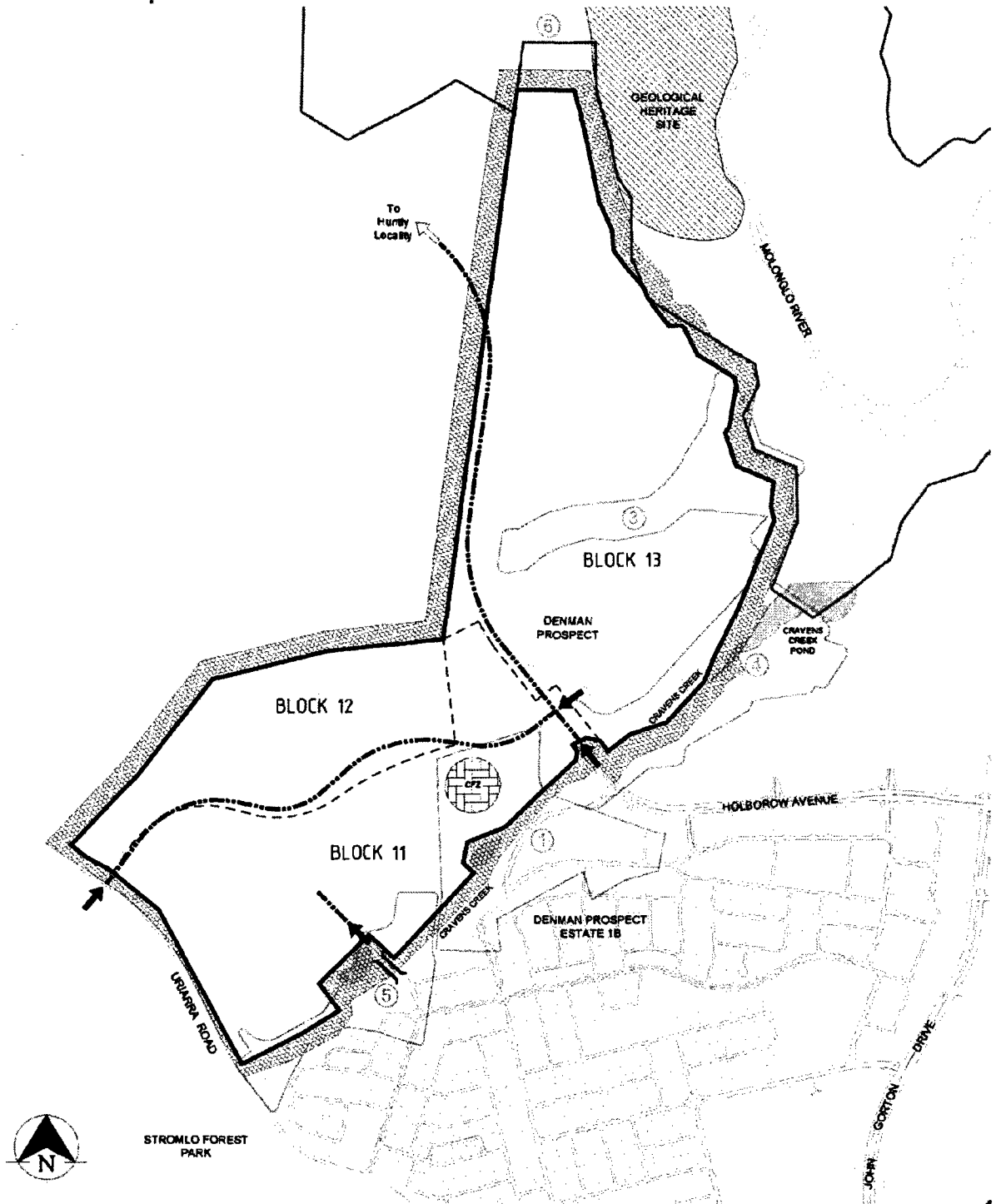
The Developer shall complete a single Estate Development Plan for the whole Estate unless agreed otherwise by the Authority.

### **A1.2 Building Works**

#### **A1.2.1 Developer Building Works**

Building works are permitted on the leased land by the Lessee in accordance with the Holding Lease and relevant approvals by the Territory. These building works are not included in the works required to be completed under the Deed and are therefore not subject to the issue of a Certificate of Practical Completion under the Deed.

Estate Development Plan



LEGEND

	HOLDING LEASE (HL)		GEOLOGICAL HERITAGE SITE		IMMEDIATE ACCESS POINT		POND BROTHERS
	INDICATIVE ARTERIAL / COLLECTOR ROAD		OFFSITE WORKS		ROAD CONNECTION TO FUTURE DEVELOPMENT		EXISTING CREEK
	STAGED HL BLOCKS		COMMUNITY FACILITY ZONE (CFZ)		SPECIAL AREAS		CREEK OR SWAMP
	HOLDING LEASE BLOCK IDENTIFIER		5 MHP CONDUIT (ITERATION PLAN)				

**ANNEXURE A2**

**SPECIAL PROJECT CONDITIONS**

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## **A2.1 SPECIAL PLANNING CONDITIONS AND GUIDELINES**

### **A2.1.1 General**

For the duration of the design and construction period the Developer shall engage a project management team that includes a Chartered Engineer in accordance with clause 4.2 and a Town Planner qualified for corporate membership of the Planning Institute Australia and with substantial experience in the fields of urban and subdivision design to provide advice on all aspects of the development.

#### **A2.1.1.1 Land Suitable for Development**

The area available for development is indicative only on the Estate Development Plan (EDP) in this Annexure.

Setback requirements from existing boundaries to determine the final land dimensions available for development must be confirmed with the Territory prior to submission of the EDP.

The Developer may be permitted to design and construct infrastructure outside the holding lease, subject to Territory approval, and provided that the works do not encroach the Molonglo River Reserve public land boundary as shown on the Territory Plan.

The Developer acknowledges a draft Molonglo River Reserve Management Plan has been prepared by the Territory for approval and the public land boundary adjacent to the Estate is subject to change.

Consequent lease boundaries and public domain requirements will be determined in accordance with Territory approvals.

#### **A2.1.1.2 Staging of Delayed Settlement for Holding Lease Blocks**

The blocks comprising the Holding Lease will be granted as leases in two separate stages.

The initial Holding Lease for this Estate shall comprise Blocks 11 and 12 Section 1 Denman Prospect and will be granted at settlement of the sales process. A delayed settlement and a Crown Lease over Block 13 will be granted in accordance with Part 7 of this Deed.

Immediately following the granting of a Crown Lease for Block 13, the Developer will lodge a Development Application with the Authority to facilitate the surrender of the existing Holding Lease and the granting of a consolidated Holding Lease incorporating the new block.

Subsequent to the granting of the Crown Lease for Block 13, no further consequent leases will be granted until the issued Crown Lease has been consolidated into the Holding Lease (refer to Annexure A3).

The Developer shall liaise with the Estate Manager in relation to the expected date for the Territory to issue the Crown Lease and approve the consolidation into the Holding Lease. The Developer shall adjust its construction and sales programme accordingly.

The Developer will have:

- a) no claim or cause of action against the Territory or any other governmental or statutory agency or authority under this Deed of Agreement; and
- b) no entitlement to terminate this Deed of Agreement

arising from any failure or delay in the Developer obtaining Operational Acceptance on any development in the Estate arising from a delay in the subsequent granting of either of the Crown Leases or subsequent consolidation into the Holding Lease in accordance with this clause.

In this Deed, all references to:

- “Holding Lease” refers to the lease of the land comprising all of the Estate; and
- “Holding Lease Boundary” refers to the boundary for the Estate as if the land was consolidated.

From the date of this Deed, the terms of this Deed apply to the extent that this Deed can apply to the land identified as Block 13 and will have the full benefit of this Deed on the granting of a Holding Lease over all of the Estate.

Prior to the consolidation of the Holding Lease to incorporate Block 13, the terms of this Deed allow the Developer to prepare an EDP in respect of the whole of the Estate.

## **A2.1.2 Indicative Development Plan and Estate Development Plan(s)**

### **A2.1.2.1 Requirement for an Indicative Development Plan Process**

The Site forms part of the suburb of Denman Prospect. In the interest of delivering an integrated design and development outcome for the whole suburb of Denman Prospect, the Environment, Planning and Sustainable Development Directorate (EPSDD), prepared the Molonglo Valley Stage 2 Planning and Design framework April 2012 (PDF) and the Molonglo Valley Stage 2 draft planning and design framework Important Planning Requirements for the first land release area June 2011 (IPRs). The Site forms part of the IPRs first release area. The traditional approach of preparing more detailed statutory concept plans/precinct codes to guide future development has not been possible for this suburb. Due to site complexities and the need for more detailed investigation and planning, there is a reasonable requirement for further government signoff to planning outcomes and resolution of the complexities through a separate Indicative Development Plan (IDP) process prior to an EDP submission.

The specified outcomes in these planning documents are to be delivered by this Deed of Agreement. An EDP cannot be submitted until the Authority and all Relevant Authorities have endorsed planning outcomes through the separate IDP process set out in clause A2.1.2.2. Any development proposal to be submitted as an EDP must be endorsed by the Estate Manager on behalf of the Authority as addressing the planning outcomes of the IDP and the Deed.

### **A2.1.2.2 Indicative Development Plan Process**

The Developer shall liaise with the Authority as early as possible. The Authority will provide direction on IDP required outcomes, studies, documentation requirements, and the Relevant Authorities referral process.

A single Indicative Development Plan (IDP) for the Estate shall be endorsed by the Authority prior to preparing and lodging any Estate Development Plan (EDP). The Developer is required to demonstrate through the IDP that its development planning has been sufficiently resolved and meets the requirements of the Territory Plan’s Structure Plan for Molonglo and North Weston (Structure Plan), PDF, IPRs and this Deed

The Developer will require a letter of endorsement from the Land Development Agency (LDA) for any submission of an IDP or amendment to the endorsed IDP prior to lodging it with the Authority for circulation or endorsement. The Estate Manager will not accept a submission for circulation that does not meet this requirement. The Developer should contact the Project Director, Molonglo, Land Development Agency, Chief Minister, Treasury and Economic Development Directorate or equivalent position for assistance in this matter.



Upon receipt of the IDP and LDA endorsement, the Estate Manager will circulate the submission to all Relevant Authorities for comment and prepare a consolidated response with advice from the Authority for the Developer.

After adequately addressing the comments provided by the Relevant Authorities, the Developer shall amend the IDP where required and submit the revised IDP to the Estate Manager. Upon acceptance of the IDP, the Estate Manager, on behalf of the Authority, may endorse the IDP as sufficiently addressing the PDF, the IPRs and Deed requirements to be progressed to an EDP submission.

The Developer acknowledges that endorsement by the Estate Manager of the Indicative Development Plan is provided solely for the Estate Manager's own purposes including ensuring compliance with the Deed of Agreement and is not to be interpreted as being, or deemed to be, an acceptance or approval by the Territory of the IDP for statutory purposes.

#### **A2.1.2.3 Indicative Development Plan Requirements**

The Developer is required to demonstrate through the IDP that its development planning has been sufficiently resolved at a conceptual planning level to a level of detail required by the Authority to allow adequate assessment of an EDP.

The IDP submission shall demonstrate the following as a minimum to the satisfaction of the Authority:

- a) the proposed development concept meets the requirements specified in the specific planning requirements of the Deed, the PDF and the IPRs;
- b) the edges of the Estate are defined including the limit of development, open space requirements, edge road conditions and the boundary of Block 10 for consolidation into the Holding Lease;
- c) the areas surrounding the natural and cultural heritage items to be excluded and/or protected from development are identified and defined;
- d) stormwater management and all service infrastructure can be resolved to the satisfaction of Relevant Authorities;
- e) land for open space and community facilities and their landscape treatments are identified and are capable of meeting Territory requirements;
- f) the movement network including roads, bus routes, pedestrian, equestrian and cycle networks are adequate and integrate with adjacent developments and open space areas;
- g) the Holborow Avenue extension to the potential future development area to the west of the Estate currently occupied by the Huntly farm (Huntly Locality) is integrated into the development. The submission shall include the proposed landscape treatments and demonstration of provisions to maintain amenity and protect adjacent residents from noise when the future road ultimate development is completed by the Territory. The entry to the future development of Huntly Locality is to be environmentally sound and economically efficient for future development by the Territory;
- h) the bush fire measures proposed are capable of meeting Territory requirements;
- i) the complex planning issues related to the integration of the development with special areas and adjacent developments are resolved;

- j) the land, blocks, traffic impact and access to the community facility hand back sites including school, oval and Community Garden to meet Territory standards and requirements. Provide a development intentions plan, as required by EPSDD, in the IDP and EDP submissions to demonstrate that the areas, block shapes, zoning, adjacent roads, access and Community Garden proposed for the hand back sites are capable of meeting the requirements of Relevant Authorities;
- k) protection of the Molonglo River Reserve; and
- l) the master plans for the development of Cravens Creek, the parks and playgrounds, the paths and trails, the bushfire risk assessment and the traffic impact assessment have been completed in sufficient detail and to a standard acceptable to EPSDD to adequately assess the IDP submission.

Dependent upon the development proposal, EPSDD may request further information after reviewing the initial submission. The Developer must provide all investigations and studies to a level of detail required by the Authority to allow adequate assessment of the development proposal.

#### **A2.1.2.4 Estate Development Plan**

The parties acknowledge that Annexure A1 of the Deed (Estate Development Plan) is only indicative. The Developer shall at its own cost prepare and then submit to the Estate Manager for approval by the Authority a substitute Estate Development Plan (EDP) in accordance with the requirements of the Deed and conforming with the endorsed IDP.

The Developer shall prepare the EDP in accordance with the requirements of Annexure A1, the relevant Territory standards, TCCS Design Standards for Urban Infrastructure, the endorsed Indicative Development Plan, the requirements of the Specific Planning Requirements in clause A2.1.3 and the requirements set out in the latest version of Guidelines for the Preparation of Estate Development Plans or its successor and the Estate Development Code of the Territory Plan.

The Developer will require a letter of endorsement from the Land Development Agency (LDA) for any submission of a new EDP or amendment to the approved EDP prior to lodging it with the Authority for circulation or approval. The endorsement must state that the EDP submission is at a minimum consistent with the endorsed IDP. The Estate Manager will not accept a submission for circulation that does not meet this requirement. The Developer should contact the Project Director, Molonglo, Land Development Agency, Chief Minister, Treasury and Economic Development Directorate or equivalent position for assistance in this matter.

Upon receipt of the Estate Development Plan, the Estate Manager will circulate the plan to all Relevant Authorities for comment and prepare a consolidated response with advice from EPSDD to the Developer.

After addressing the comments by the Relevant Authorities, the Developer shall amend the EDP where necessary and submit a revised EDP to the Estate Manager for a completeness check. Upon acceptance of the documentation, the Estate Manager shall certify that the EDP may be submitted as a Development Application (EDP DA).

This plan shall be submitted as an EDP DA and will be assessed provided the following requirements and the requirements of all relevant authorities are satisfied:

- a) the proposed land-use shall be consistent with the Territory Plan;
- b) the submission is consistent with the endorsed IDP;

- c) a draft EDP showing the proposed planning for the entire Estate shall be submitted with the first application or as otherwise agreed by EPSDD;
- d) the Specific Planning Requirements shown on plans included in this Annexure are to be complied with;
- e) all submissions of Estate Development Plans for approval, as well as amendments to a previously approved plan shall be accompanied by a digital file in the format required by the Office of the Surveyor-General (OSG). Digital data for inclusion in the Digital Cadastral Data Base (DCDB) will be provided to OSG in a format complying with the requirements of the Planning and Land Authority Minimum Standards for the Provision of Digital Data for Inclusion in the Cadastral Data Base. Data will be supplied to OSG upon request after approval of the Estate Development Plans.
- f) the EDP shall incorporate a table detailing the number of blocks to be released as consequent leases and the category of the blocks in accordance with Annexure A3.

#### **A2.1.3 Specific Planning Requirements**

To ensure consistency with the planning requirements for the Estate articulated in the Structure Plan, PDF and the IPRs, the following Specific Planning Requirements must be addressed in the IDP and EDP.

- a. Within that component of Special Area 1 located within or adjacent to the Holding Lease, the Developer is required to provide the community facilities set out in clause A2.2.6.2.
- b. Provide and demonstrate an extension of the Holborow Avenue through the Estate to the future Huntly Locality development is capable of meeting the requirements of clause A2.3.8.3 and demonstrate capacity to accommodate the ultimate development of the Huntly Locality.
- c. Provide a road as a sub-arterial, major collector or collector through the Estate connecting Holborow Avenue to Uriarra Road, capable of meeting the requirements set out in clause A2.3.8.2 and demonstrate capacity to accommodate the ultimate development of the Huntly Locality.
- d. Undertake the development of Cravens Creek open space in Special Area 5 upstream of Special Area 1, capable of meeting the requirements set out in clause A2.2.6.4.
- e. Undertake the development of Cravens Creek Pond precinct open space in Special Area 4 downstream of Holborow Avenue, capable of meeting the requirements set out in clause A2.2.6.3.
- f. Undertake the development of the northern watercourse open space in Special Area 3, capable of meeting the requirements set out in clause A2.2.6.5.
- g. Provide a continuous and appropriately graded and lit trunk path within the site/development area adjacent to the Molonglo River Reserve public land boundary with an integrated habitat management and APZ. The path should link with the proposed open space landscaped area adjacent to the Lower Molonglo Geological Site to the proposed networks within the Site in Special Area 1 and Cravens Creek Pond in Special Area 4.
- h. Demonstrate that the development has a minimum impact on the adjacent Molonglo River Reserve and the Lower Molonglo Geological Site.

- i. Stormwater management ponds and sediment control ponds are to be located within the Site and outside of the Molonglo River Reserve public land boundary.
- j. Prepare a paths and trails master plan (refer to clause A2.2.5.1).
- k. Prepare a Cravens Creek open space master plan, including a parks and playgrounds master plan.
- l. Provide a continuous and appropriately graded and lit shared path connection from Stromlo Forest Park on Uriarra Road to the Molonglo River Park Promenade at Cravens Creek Pond in Special Area 4.
- m. Along the western edge of the Holding Lease:
  - Identify limits of development in steep topography;
  - Define the bushfire management asset protection zones;
  - Provide continuous edge roads as required by Relevant Authorities; and
  - Plan the development to reduce the number of prominent cut and fill embankments and reduce the visual impact of any prominent cut and fill embankments with retaining walls and landscaping.
- n. Provide efficient bus-capable roads that connect to and integrate with bus routes in Denman Prospect Stage 1A, the Denman Prospect 1B Estate and John Gorton Drive. The location of bus stops shall consider any future and ultimate development of the Huntly Locality to ensure that there is no need to relocate bus stops within the Estate.
- o. Integrate the development and infrastructure with Denman Prospect Stage 1A and Denman Prospect 1B Estate. Provide roads, services and pathway networks that connect the Estate efficiently to adjacent developments and networks.
- p. Define the urban edges. The Inner Asset Protection Zones (IAPZ) are to be inside holding lease boundary unless agreed otherwise by Relevant Authorities. Buffer zones protecting habitat and/or environmentally sensitive areas adjacent to the Site must be in accordance with the boundary conditions set out in the IPRs or as determined by Relevant Authorities.
- q. Provision of equestrian trails within the urban edge to the satisfaction of the Territory in accordance with the requirements of the ACT Parks and Conservation Service, in consultation with the ACT Equestrian Association (refer to clause A2.2.11).
- r. Provide Bushfire Protection Measures including off-site fire trails in accordance with Relevant Authorities requirements.
- s. Liaise with Relevant Authorities to determine Outer Asset Protection Zones (OAPZ) and Strategic Fire Advantage Zone (SFAZ) requirements and management.
- t. Provide a trunk sewer main outside the Molonglo River Reserve public land boundary connecting to the trunk sewer across the Molonglo River link bridge.
- u. Retain high value trees in accordance with clause A2.2.2.
- v. Provide pedestrian and cycle priority streets in accordance with clause A2.2.5.
- w. Provide open space landscaping in accordance with an approved EDP.
- x. Provide Water Sensitive Urban Design measures as required.
- y. Provide permanent water quality control measures, including any swales, floodways

and cut off drains to treat runoff discharged from the Estate works, future residential areas and open space in accordance with clause A2.3.9.3.

- z. Provide local parks and playgrounds where required by Relevant Authorities.
- aa. Provide sewer pump stations to service areas below the catchment serviced by gravity sewers where permitted by Icon Water.
- bb. Provide a heritage interpretation outcome within the Cravens Creek open space occurring within Special Areas 1, 4 and 5 for the Aboriginal heritage item MV18 (located within 1B Estate). The interpretation is to be developed in consultation with Recognised Aboriginal Organisations and subject to ACT Heritage Council approval.
- cc. Meet the 20% affordable housing requirement (refer clause A2.1.8).
- dd. The Developer is to carry out estate and offsite works in a manner that protects and is consistent with the conservation of the Lower Molonglo Geological Site. The responsibility for the conservation of the Lower Molonglo Geological Site remains the responsibility of the Territory.

#### **A2.1.4 Variations to Specific Planning Requirements**

Where an Estate Development Plan is at variance with the Specific Planning Requirements set out in this section, other than with respect to the quantum of development permitted, then the Territory may approve the Estate Development Plan, provided it meets the requirements of the Territory Plan, or the Territory has agreed prior to the lodgement of the Estate Development Plan, to a Technical Amendment or full Variation to the Territory Plan.

#### **A2.1.5 Background Documents**

The following documents are referenced for the sub-division planning and the preparation of the Estate Development Plan:

<b>Category</b>	<b>Document</b>
Air Quality	Molonglo Valley Air Quality Assessment February 2011
Bushfire	Stromlo Park Fire Management Plan 2012 Assessment to Determine Asset Protection Zones to the Western Edge of Molonglo Stage 2, ACT Molonglo 2 Preliminary ACT Emergency Services Agency Bushfire Advice Bushfire Risk Strategy Molonglo Stage 3, Denman Prospect & the Molonglo River Corridor, ACT, April 2016 ACT Emergency Services Agency Bushfire Advice, August 2016
Conservation and Environmental Management Plans	ESDD Report for Molonglo 2 & 3 Master Plan Erosion and Sediment Control Strategy
Contamination	Phase 1 Environmental Site Assessment Stage 2 Molonglo (west) ACT (Part 1) Phase 1 Environmental Site Assessment Stage 2 Molonglo (west) ACT (Part 2) Phase 1 Environmental Site Assessment Stage 2 Molonglo (west)

<b>Category</b>	<b>Document</b>
	ACT
	Sampling and Analysis Quality Plan Molonglo Stage 2
	Phase 2 Environmental site Assessment Molonglo Stage 2 MV2-C1
	Phase 2 Environmental site Assessment Molonglo Stage 2 MV2-C2
	Phase 2 Environmental site Assessment Molonglo Stage 2 MV2-C4
	Phase 2 Environmental site Assessment Molonglo Stage 2 MV2-C4-A3
	Site Audit Report, MV2-C4-A1 and MV2-C4-A2 Molonglo Stage 2 ACT
	Site Audit Report, MV2-C4 excluding A1 A2 A3 Molonglo Stage 2 ACT
	Site Audit Report MV2-C1-A2 and MV2-C2 Molonglo Stage 2 ACT
	Site Audit Report MV2-C4-A3, Molonglo Stage 2 ACT
	Interim Advice No. 1 – Molonglo Stage 2, ACT Contaminated Land Management Strategy March 2012
	Interim Advice No. 2 – Molonglo Stage 2, ACT MV2-C4 House Block, Review of Remediation Works Plan
	Endorsement of Phase 1 Environmental Site Assessment Report - Molonglo Stage 2 Redevelopment Area
	Endorsement of Site Audit Statement and Report MV2-C4-A1 and MV2-C4-A2, Molonglo Stage 2
	Endorsement of Site Audit Statement and Report Molonglo Valley Stage 2 Part MV2 Audit Area
	Endorsement of Site Audit Statement and Report MV2-C1-A2 and MV2-C2 - Molonglo Stage 2
	Unexpected Finds Protocol, Molonglo 2, March 2013
	Auditor Endorsement - Molonglo 2 Unexpected Finds Protocol March 2015
Environmental Approvals	Molonglo Valley Plan for the Protection of Matters of National Environmental Significance - NES plan
	Endorsement of Molonglo Valley Plan for the Protection of Matters of National Environmental Significance - NES plan
	Draft Strategic Assessment Report of the Molonglo Valley Plan for the Protection of Matters of National Environmental Significance
	Molonglo Development Stage 2 Vegetation Assessment October 2010

Category	Document
	Preliminary Risk Assessment Molonglo Valley Urban Development Stage 2 and Supporting Infrastructure
	Molonglo Valley Stage 2 - Urban Development, Infrastructure and Link Bridge. Application for s211 Exemption Consideration Report July 2013.
	Planning and Development (Environmental Impact Statement - Molonglo Valley Stage 2 - Urban Development, Infrastructure and Link Bridge) Exemption 2013. Notifiable Instrument NI2013-338 (29 July 2013)
	Request for S211 Exemption Molonglo Stage 2 Area B1 Appendix C Preliminary Risk Assessment
	Request for S211 Exemption Molonglo Stage 2 Area B1
	Molonglo Valley Stage 2 Urban Development Area B1 and Associated Infrastructure Application for s211 Exemption Consideration Report
	Request for S211 Exemption Molonglo Valley Stage 2 (Part) and Link Bridge
	Molonglo Valley Stage 2 part Link Bridge and Sewer 3 Central Application for s211 Exemption Consideration Report
	(Revoked) Planning and Development Environmental Impact Statement - Molonglo Valley Stage 2 Part, Link Bridge and Sewer 3 Central Exemption 2012
	Denman Prospect Deferred Area & Bushfire Protection Zone Application for S211 Exemption, September 2016
Geotechnical Investigations	Report on Preliminary Geotechnical Investigation Proposed Residential Development Molonglo 2
	Factual Report on Geotechnical Investigation Proposed Residential Development Molonglo 2
	Factual Report on Preliminary Geotechnical Investigation Proposed Residential Development Stages B1 and B2 Molonglo 2
Heritage	Molonglo 2 Aboriginal Grinding Grooves Site MV18 Management and Interpretation Strategy June 2012
	Heritage Advice Molonglo 2 Aboriginal Grinding Grooves Site MV18 Management and Interpretation Strategy June 2012
	Molonglo Future Urban Development Stage 2 Aboriginal Site MV18 Conservation Management Plan October 2011
	Heritage Advice Molonglo Future Urban Development Stage 2 Aboriginal Site MV18 Conservation Management Plan August 2011
	Molonglo 2 Aboriginal Grinding Grooves Site MV18 Facilitation

<b>Category</b>	<b>Document</b>
	report on the development of a Site Management and Interpretation Strategy June 2012
	Heritage Advice Molonglo 2 Aboriginal Grinding Grooves Site MV18 Facilitation report on the development of a Site Management and Interpretation Strategy Sept 2012
	Molonglo Stage 2 Detailed Heritage Assessment – Aboriginal and Historical Heritage August 2010
	A Geological Assessment of Molonglo 2 Aboriginal Grinding Grooves Site (MV18) final
	Unanticipated Aboriginal Cultural Heritage Finds Policy for Denman Prospect Stages 1A and 1B, 2015.
	ACT Heritage Council Endorsement of the ‘Unanticipated Aboriginal Cultural Heritage Finds Policy – Denman Prospect Stages 1A and 1B, 2015’ (7 May 2015)
Hydraulics	Molonglo Valley Odour Study Final Draft V2 18 April 2012
	Molonglo 2 - Water sewer and stormwater Master Plans and Concept Designs Volume 1 Final Master Plan Report
	Molonglo 2 Hydraulic Master Planning Drawings
Lighting	Molonglo Valley Light Impact Study Final Report March 2006
Offsite Works Cost Opinion	Brown Consulting Offsite Works Cost Opinion January 2013
Planning	Molonglo Valley Stage 2 Draft Planning and Design Framework, Important Planning Requirements First Land Release Area June 2011
	Molonglo Valley Stage 2 Planning and Design Framework April 2012
	Structure Plan Molonglo and North Weston, Effective 7 May 2010
	Development Application Number 201426498, Block 1 Section 2 Denman Prospect, Notice of Decision and approved drawings, 18 February 2015
	Formal Correction of Notice of Decision Development Application 201426498, Block 1 Section 2 Denman Prospect, 19 March 2015
TCCS Detailed Design	TAMS Detailed Design approval for Denman Prospect Stage 1A dated May 2015
Survey	Molonglo Master Survey
Tree survey	Molonglo Stage 2 Tree Assessment Area 1



<b>Category</b>	<b>Document</b>
	Molonglo Stage 2 Tree Assessment Area 1 Drawings
	Molonglo Stage 2 Tree Assessment Area 1 Spreadsheet

<b>Category</b>	<b>Project</b>	<b>Documents</b>	<b>Issue Date</b>
Hydraulics	Molonglo 2 Water, Sewer and Stormwater master plan	Molonglo 2 - Water sewer and Stormwater Master Plans and Concept Designs Volume 1 Final Master Plan Report	Nov-11
		Molonglo 2 Hydraulic Master Planning Drawings	Nov-11
	300mm Water Main	Molonglo 2 - 300mm Water main for Intermediate Pressure Zone. DR Report	Apr-13
		Molonglo 2 Water Main Detailed For Construction Drawings Stage 1	Jul-12
		Molonglo 2 Water Main Detailed For Construction Drawings Stage 2, and revisions	Apr-13
	Cravens' Creek Master Plan	Cravens' Creek Master Planning Report 2013	Mar-13
	Cravens' Creek Water Quality Control Pond	Cravens' Creek Water Quality Control Pond Final Design (DR) Report, including Appendices	Mar-14
		Cravens' Creek Water Quality Control Pond WAE Drawings (Folder)	Mar-15
	Group centre hydraulics	Molonglo 2 Group Centre hydraulics Masterplan 2013 - Final Report and drawings	
	Molonglo Trunk Sewer and Stormwater Diversion	Molonglo Trunk Sewer and Stormwater Diversion Volume 1 - Final Sketch Plan Report	Mar-12
		Molonglo Trunk Sewer and Stormwater Diversion For Construction Drawings	Oct-12
	Sewer 3 Central	Sewer 3 Central Development Application Report	Jan-13
		Sewer 3 Central WAE Drawings, and revisions	Mar-14
Denman Prospect 2 Sewer Options Bridge Sewer to MVIS WAE drawings		Nov-14	

<b>Category</b>	<b>Project</b>	<b>Documents</b>	<b>Issue Date</b>
	Sewer Link Bridge	Molonglo Link Bridge – For Construction Drawings	Mar-14
		Molonglo Link Bridge – FSP Report Vol.1 and 2	Feb-13
		Bridge WAE drawings	
Roads	John Gorton Drive 1D	John Gorton Drive 1D FSP Report	Dec-11
		John Gorton Drive 1D Sedimentation Ponds and Inlets structures	Sep-13
		John Gorton Drive 1D/2A transition DA amendment report.	Apr-12
		John Gorton Drive Molonglo Infrastructure - Stage 1D and 1D/2A transition area (including Molonglo Trunk Sewer Extension and Stormwater Diversion, Opperman Ave intersection, Pond at Wyndam Ave) WAE drawings.	Apr-15
	John Gorton Drive 2A	John Gorton Drive Extension to Molonglo 2 Final Sketch Plan Report	May-12
		John Gorton Drive Extension to Molonglo 2 Revised DR Report	May-15
		John Gorton Drive WAE Drawings and revisions	Sep-12
	Uriarra Link Road and Intersections	Uriarra Road Intersections and Link from JGD DR Report	Mar-13
		Uriarra Road Intersections and Link from JGD WAE drawings, and revisions, including Intersection No.1	
	East West Arterial	East West Arterial Stage 1- Final Design Report	Aug-13
		East West Arterial Stage 1- FC drawings	Dec-14
		East West Arterial Stage 2 – Final Design Report	May-14
		East West Arterial Stage 2- FC drawings	Dec-14
		Farnham Valve Farm	Dec-14
		Group Centre Borrow Site	Dec-14
		Low Zone Watermain Stage 1	Mar-14
		Low Zone Watermain Stage 2	Dec-14

Category	Project	Documents	Issue Date
		Extra Low Zone Watermain	Dec-14
Misc	Urban Edge	Molonglo 2 Urban Edge Landscape Masterplan final drawings	Sep-14
	Molonglo Valley Interceptor	MVIS Update Report	May -16

The above information will be made available to the Developer if required at scheduled costs.

The Developer shall make his own interpretations, deductions and conclusions from the information made available and shall accept full responsibility for such interpretations, deductions or conclusions.

#### **A2.1.6 Studies and Investigations**

The Developer shall prepare and submit for approval to the Estate Manager the following studies and investigations, which will inform the initial IDP and EDP submissions. These studies and investigations include but are not limited to the following:

- The ACT Heritage Council has approved, under Section 61K of the *Heritage Act 2004*, a Conservation Management Plan (CMP) for Aboriginal place MV 18 located within the 1B Estate. The Developer shall review the MV18 CMP, and in consultation with Representative Aboriginal Organisations and prepare and implement a Heritage interpretation strategy within the Cravens Creek open space area (occurring within Special Areas 1, 4 and 5) subject to the approval of the ACT Heritage Council;
- The development area has been assessed under the Commonwealth Government's Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act 1999). The Site must be developed in accordance with the Approval Decision under s146B of the EPBC Act 1999 for the Molonglo Valley Plan for the Protection of Matters of National Environmental Significance, ACT. The Developer will be required to address any further matters relating to the Site under the EPBC Act 1999 at their own cost;
- The development area has been assessed under the ACT Planning and Development Act 2007 regarding the expected environmental impact of the proposed development. The proposed development has been granted a Ministerial exemption from the requirement for an Environment Impact Statement (EIS) under Section 211 of the Planning and Development Act 2007. The Developer will be required to address any further environmental matters relating to the Site under the ACT Planning and Development Act 2007 at their own cost.
- A detailed Traffic Assessment is required to be undertaken within the local network including connections to adjacent developments, Special Areas of Denman Prospect, Uriarra Road, John Gorton Drive, Holborow Avenue and its connection to any future development in the Huntly Locality. Noise modeling particularly for Holborow Avenue, Uriarra Road and the arterial/collector road between Uriarra Road and Holborow Avenue is to be undertaken including recommendations for noise protection measures for adjacent development under a Huntly Locality development scenario west of the Estate. It should also determine whether any Local Area Traffic Management (LATM) measures in adjacent developments are required;

- A Bush Fire Risk Assessment is to be undertaken and the outcomes incorporated into the development to the satisfaction of the Authority, TCCS, ACT Parks and Conservation Service and ESA;
- A Phase 1 and Phase 2 Contamination Assessment has been carried out for the site including the Site audits endorsed by the EPA. The Site has been found suitable for the proposed and permitted uses by an independent auditor and the findings endorsed by the EPA subject to the implementation of an auditor-endorsed unexpected finds protocol. The document entitled “Unexpected Finds Protocol Molonglo Stage 2” by AECOM Australia Pty Ltd dated 15 March 2013 has been approved for this purpose;
- The Developer shall develop an Unexpected Finds Protocol for Unexploded Ordnance and will be required to address any further contamination issues relating to the Site including any remediation at its own cost;
- A master plan for open spaces in Special Areas (refer to clause A2.2.6.1);
- A parks and playgrounds master plan (refer to clause A2.2.6.7);
- A Community Garden submission (refer to clause A2.5.9);
- A paths and trails network master plan is to be prepared for submission with the IDP. The master plan will reflect the existing trails within the Molonglo River Reserve and adjacent to the Site, proposed trails and paths within the Site, multiple connections to the adjacent 1B Estate development across Cravens Creek, and recreational paths (refer to clause A2.2.5.1); and
- Undertake archaeological salvage in accordance with clause A2.5.1 (2).

#### **A2.1.7 Urban Design Principles**

##### **A2.1.7.1 General**

The urban design and planning principles outlined in the PDF and the IPR are to be adopted for the final estate design. The subdivision design should provide for a high level of integration of housing development with its natural landscape setting in terms of colour, form, material, landscape and layout.

The general principles that will be considered in assessing the EDP will include:

- Mix of housing types and opportunities for affordable living;
- Development of an integrated diverse community with a strong identity and sense of place;
- Adaptable and solar efficient housing;
- Street layout connectivity and integration with adjacent land uses and other subdivisions;
- Provide a high level of permeability and connectivity with adjoining suburbs;
- Protect public open spaces with ‘edge’ roads;
- Compatibility with adjacent land uses including open space;
- Provide safe, compact and walking-friendly residential precincts with easy access to recreational, commercial and community facilities;
- Promote active travel;

- Provision of local public open space and appropriate playground equipment;
- Retain/enhance landscape character;
- Water sensitive urban design;
- Enhance external views; and
- Dwelling entries to address street frontages and public open space where an edge road have been provided.

#### **A2.1.7.2 Public Open Space**

All Landscape works shall adhere to the ACT Government 'Design Standards for Urban Infrastructure' and the 'Standard Specification for Urban Infrastructure Works' to the satisfaction of Transport Canberra and City Services (TCCS) and the Estate Manager.

Public open spaces are to be provided in accordance with the *Estate Development Code* of the Territory Plan. Long straight narrow open space areas with rear fences adjoining are to be avoided. Open spaces shall be well modulated and coordinated with the building form by varying setbacks and boundary openings maximising personal security for users of the open space area by enabling casual surveillance of the area from the nearby dwellings. In designing setbacks the Developer needs to ensure that spaces do not allow for potential entrapment areas.

The Developer should ensure that dwellings front and overlook public open spaces as per the requirements of the Territory Plan.

#### **A2.1.7.3 Infrastructure**

The Developer shall ensure that the infrastructure provided meets the following requirements.

- *"Age Friendly Cities" checklist prepared by the World Health Organisation; and*
- *The ACT Governments' "Towards Zero Growth" Healthy Weight Action Plan*

#### **A2.1.8 Affordable Housing Requirement**

##### **A2.1.8.1 Defined Terms**

In this section, the following words have the following meanings:

**Affordable Dwelling** means a house and land package on a separately titled block, or unit within a Registered Units Plan, that is offered for sale to an End User for the Affordable Price.

**Affordable Housing Action Plan** means the Territory's Affordable Housing Action Plan issued in April 2007 and amended and revised from time to time.

**Affordable Price** means price for an Affordable Dwelling, determined on the date of execution of a contract for sale, corresponding to the Net Living Area of the dwelling as specified in the Government's Affordable Housing Threshold Policy which at 1 July 2016 provided a three tier price as follows:

#### **THREE TIER AFFORDABLE HOUSING THRESHOLDS (T1, T2, T3)**

	<b>Net living area</b>	<b>Price</b>
T1	< 80m <sup>2</sup>	\$296,000
T2	81-105m <sup>2</sup>	\$348,000
T3	> 105m <sup>2</sup>	\$382,000

**Dwellings** means any separately titled unit, house or other residential dwelling within the Estate including each house on a block and each unit on a separate unit title within a Registered Units Plan.

**End User** means a person who purchases the Dwelling with the intention of personally residing in the Dwelling.

**Net Living Area** for apartments means the areas measured to the outside face of external walls and to the centre line of party walls between both units and common areas. For detached housing areas are measured to the outside face of external walls including internal walls between the living areas and garage (but excluding the garage).

**Registered Units Plan** means a unit plan registered under section 7 of the *Unit Titles Act 2001*.

#### **A2.1.8.2 Development to be consistent with ACT Affordable Housing Action Plan**

- (1) The developer shall ensure that the required number of house and land packages and multi-unit dwelling sales in this estate are sold in a manner that is consistent with the Affordable Housing Action Plan.
  - (a) Consistent with sub-clause (1) the developer shall ensure that no less than twenty per cent (20%) of the total Dwellings sold to End Users are Affordable Dwellings.
- (2) For the avoidance of doubt, the Developer is not required to personally sell all Affordable Dwellings to End Users, however, the Developer shall ensure that the requirements of sub-clause (a) above are met, notwithstanding any intermediate sale to a person or entity that is not an End User in respect of any Dwelling and that it is able to provide verification of compliance consistent with this section.

#### **A2.1.8.3 Indexation of Affordable Price**

The indexation of the Affordable Price shall occur on the first day of July each year in accordance with the indexation formula as determined by the ACT Government. The current indexing formula is published on the Economic Development Directorate Website at [ACT Affordable Housing Requirement - Indexation Method - Economic Development](#). It will remain current until 30 June of the same financial year.

#### **A2.1.8.4 Territory may withhold leases**

In accordance with **Annexure A4.1.3**, the Territory may, at its absolute discretion, decline to issue leases for blocks accounting for up to 20 per cent of the total number of Dwellings until the conditions in respect of Affordable Housings set out in this section have been fulfilled to the satisfaction of the Estate Manager.

#### **A2.1.8.5 Certification and Approval by the Estate Manager**

The Developer will produce documentation, to the satisfaction of the Estate Manager, confirming that no less than twenty percent (20%) of the total Dwellings sold to End Users are Affordable Dwellings.

#### **A2.1.8.6 Developer to verify sale of Affordable Dwellings**

- (1) The Developer shall, on demand, produce documentation to the satisfaction of the Estate Manager, demonstrating compliance with the terms of this section.
- (2) Documentation required by the Estate Manager to verify compliance may include but is not limited to:

- (a) a schedule of block and sections sold, including sales prices of Net Living Areas of all Affordable Dwellings; and
- (b) copies of unconditional contract/s for each sale of an Affordable Dwelling to End Users.

**A2.1.9 Housing Type**

A range of housing types and densities are required to be provided in the suburb to accommodate a variety of lifestyles and demographic groups.

## **A2.2 SPECIAL LANDSCAPE CONDITIONS AND GUIDELINES**

### **A2.2.1 General**

For the duration of the Design and Construction period the Developer shall engage a Landscape Architect qualified for corporate membership of the Australian Institute of Landscape Architects with substantial experience in landscape design to provide advice and supervision on all aspects of the Estate landscape design and construction.

All facilities and related landscaping are to be designed and constructed in accordance with TCCS Design Standards for Urban Infrastructure, the *Standard Specification for Urban Infrastructure Works (Section 9 Landscape)*, or subsequent revisions as published by TCCS.

These can be viewed online at

[http://www.tccs.act.gov.au/Development\\_and\\_Project\\_Support/standards-codes-and-guidelines](http://www.tccs.act.gov.au/Development_and_Project_Support/standards-codes-and-guidelines).

### **A2.2.2 Existing Vegetation**

The Developer shall employ an arborist acceptable to membership of the Arboriculture Australia to carry out a tree survey of the Estate and associated areas containing offsite works. The survey shall identify and accurately locate the existing trees within the Holding Lease boundary and those immediately adjacent. The assessment shall include the quality of trees and make recommendations on retention status. Trees classified as 'registered' or 'regulated', as defined in accordance with the definitions in the *Tree Protection Act 2005*, are to be recorded.

The Developer shall plan the subdivision and develop the Estate to ensure that:

- a) All regulated trees that are to remain are not impacted upon by the development and are protected (mandatory requirement);
- b) Regulated trees are to be removed or damaged only if approval to damage or remove the tree has been obtained by application under a Tree Management Plan;
- c) Other trees, assessed as not being regulated are to be retained where possible and require approval from the Planning and Land Authority (Authority) before they can be removed;
- d) If all reasonable design alternatives have been considered then the Developer may make an application to the Authority requesting that Regulated Trees be removed to achieve a better design outcome;
- e) The Developer shall abide by any decision made by the Authority and/or the Conservator in relation to any regulated tree. The Conservator makes its decision based on the health and safety of the trees.

Registered, Regulated and Culturally Important Trees that are to be retained are required to be adequately fenced to the tree protection zone that is a minimum two metres past the canopy spread. Careful grading of areas adjacent to registered, regulated and culturally important trees is required to ensure minimum ground disturbance and damage to these trees. Under boring or hand digging of services may be required in the vicinity of registered, regulated and culturally important trees, which are to be retained.

Where the tree assessment recommends remedial pruning of a tree to be retained, this shall be undertaken at the Developer's cost. The Developer shall arrange for these works to be carried out by a member of Arboriculture Australia.

The Developer must prepare a Tree Management Plan detailing how trees are to be protected during construction and any works that may impact on the trees, such as services, and obtain



approval from the Conservator and/or the Authority before commencing works on site or removing trees from the site.

Any tree nominated for removal in an approved Tree Management Plan, ACT Parks and Conservation may subject to meeting their requirements, request any of these trees to be removed and stored at a nominated location. The Developer will be responsible for the removal of the nominated trees and their transportation only to an offsite storage area nominated by ACT Parks and Conservation for future use.

### **A2.2.3 Type of Landscaping**

The tree species selected for street trees and other public open spaces shall be responsive to this overarching landscape character as well as the need for solar access and place making. Verge widths and building setbacks should take into account service requirements and appropriate soil volumes for a range of street trees to be planted in line with TCCS *Design Standards 23* to ensure that there is adequate space for species diversity to be maintained.

Landscaping shall be provided by the Developer (which may include public art, subject to approval) at the main entries to the Estate from Uriarra Road, Holborow Avenue and roads from Denman Prospect 1B Estate.

Street tree planting adjacent to open space along the western boundary is to reflect the natural habitat, with no exotic trees and only trees of local provenance to be planted along the western edge of the edge road. The Developer shall implement the edge conditions set out for the development boundaries in the IPRs or as modified and approved by the EDP.

All public realm spaces are to have planting and surface finishes provided by the Developer, with detail plans approved by TCCS and the Authority. Plant species selections and design/layout shall mitigate fire risk and consider the management requirements of various agencies and authorities, including the Emergency Services Agency (ESA), Icon Water and ActewAGL, which has requirements limiting the proximity of certain species to underground services and overhead powerlines. Tree planting near sewer or water mains shall comply with the Icon Water "Water Supply and Sewerage Standards" and later amendments unless otherwise approved in writing by Icon Water.

### **A2.2.4 Landscape Master Plan and Detailed Landscape Plans**

The Developer shall prepare and submit a Landscape Master Plan for the Estate with the IDP and EDP submissions. This plan shall complement and enhance the principles of urban design identified for the Estate in the Deed.

The Landscape Master Plan and the Detailed Landscape Plans are required to incorporate:

- a) Plantings within public open space within the Holding Lease and off-site works;
- b) Plantings on streets within the Estate;
- c) Use of advanced sized plant stock for all trees;
- d) All edge road treatments;
- e) Species selection, particularly adjacent to the Molonglo River Reserve to ensure that plantings do not have any detrimental effect on the important environmental values located within the river corridor;
- f) The initial landscaping of Holborow Avenue road reservation to the Huntly Locality to be in the context of the long-term landscape strategy for the EWA; and

- g) The restriction of vehicle access to public open space in a temporary or permanent nature as required by the Territory.

New pedestrian lighting shall be provided throughout the Site and integrated with other landscape elements and street furniture to the satisfaction of the Territory.

The Detailed Landscape Plans for all public areas including open space and road verges within and adjoining the Site shall incorporate the principles established in the Landscape Master Plan and be designed in accordance with the standard Territory practices relating to landscape. After the Detailed Landscape Plans have been endorsed by the TCCS, they shall be formally submitted in electronic form to the Estate Manager prior to lease issue.

#### **A2.2.5 Pedestrian and Cycleway Active Travel Facilities**

Pedestrian and cycleway active travel facilities and related landscaping are to be designed and constructed in accordance with the *Design Standards for Urban Infrastructure* published by TCCS.

Pathways shall be constructed as approved on the EDP Plan in addition to the normal path requirements for a subdivision.

Pathways should be made attractive and interesting by modulation of the open space corridor, included pathways, by the use of landscaping. In these corridors, plants (for example groups of deciduous trees, groups of native species or mixed screen planting) should be grouped in low maintenance mulched beds that are shaped to accommodate maintenance equipment.

Pathways should be efficient to use and shall be built to the ACT standards for lighting, crossings and safety. Pathways should be built to accessible standards detailed in AS1428.2 (walkways/continuous accessible paths). Pathway design should anticipate desire lines.

Pathway corridors should be a minimum width of 6 metres and any stormwater overland flow proposed within these corridors should demonstrate that overland flow will not inundate adjacent leases during the 1 in 100 year rainfall event.

All pathways leading into adjoining open space should have vehicle restriction structures. Where possible, corridors shall allow for emergency vehicle access.

Any fencing, shrub planting, corners, residue spaces, or sudden change of direction that may cause security problems shall not be permitted.

Where it is necessary for pathways to be constructed prior to the completion of dwellings, the pathway must be constructed to a minimum standard of 100mm thick reinforced concrete with design in accordance with the requirements of Relevant Authorities. Where practical, footpaths are to drain to a pervious area, such as a mulched garden or grassed area, rather than by draining directly to a piped system.

##### **A2.2.5.1 Project Specific Requirements**

The Developer is required to prepare a path and trail network master plan to reflect the existing and proposed trails within the Molonglo River Reserve, the proposed paths and trails within the Site, connections to the 1B Estate across Craven's Creek and to Stromlo Forest Park (refer to clause A2.1.6). The master plan should also show connections to the surrounding development area including schools, shops, playgrounds, bus stops etc. The Developer is required to construct these paths and trail connections, including all associated works such as gates, barriers, retaining walls, lighting, stormwater management and landscaping as required by the Territory.

The Territory is currently finalising the Molonglo River Reserve draft Management Plan. Its approval may influence the approval of works, planning and design outcomes relevant to this Estate.

The Developer is required to provide a continuous pedestrian and cycle priority street network that prioritises pedestrian and cycling through the suburb and into adjacent areas. Generally a maximum grade of 5% is required unless modified in accordance with Territory requirements and approvals. The networks will provide convenient, safe and attractive route to group and local centres, schools, and open spaces. Frequent pedestrian crossing points to reduce the impact of the road as a barrier to neighbourhood movement shall be provided on high volume roads.

The Developer shall provide a continuous, appropriately-graded, paved shared path from Stromlo Forest Park at Uriarra Road to the Molonglo River Park Promenade at Cravens Pond adjacent to Special Area 4. The path is to be lit to Territory requirements. The path width and design required may be in excess of TCCS published standards.

A continuous shared path is to be provided from Cravens Creek Pond along the edge of the Molonglo River Reserve east of the Estate to the lookout Park at the northern edge of the Holding Lease adjacent to the Lower Molonglo Geological Site. The path is to be paved and lit in accordance with Territory requirements. The path width and design required may be in excess of TCCS published standards.

All shared paths and other secondary paths identified in the EDP approval will be constructed by the Developer. This shall include all associated works identified in the Detail Design approval from TCCS such as gates, lighting, retaining walls, batters, stormwater management and landscaping. All works are to be outside the Molonglo River Reserve public land boundary.

## **A2.2.6 Special Areas landscaping, playgrounds and other Recreational Facilities**

### **A2.2.6.1 Cravens Creek Corridor Planning**

The Developer is to prepare a Cravens Creek Corridor (the Corridor) development master plan for submission with the IDP. The master plan shall be informed by the Denman Prospect Urban Design and Landscape vision (Cia Landscape - Colour and Group - GSA 2014).

The Corridor is to serve as the main pedestrian and 'other users' connection between Stromlo Forest Park and Molonglo River Reserve and is divided into several Special Areas. The following requirements for the Corridor are common to all areas with additional Special Area requirements identified in the separate relevant sections below.

A lit trunk shared path is to be provided through the Corridor from Uriarra Road to Cravens Creek Pond in Special Area 4, traversing around existing and new ponds in the Corridor and shall link to existing paths in adjacent developments and open space. It shall continue from Special Area 4 along the edge of the Molonglo River Reserve to Special Area 6 (refer to clause A2.2.5.1).

Opportunities for environmental connectivity through biodiversity corridors are to be included where appropriate subject to bushfire considerations. Open space corridors are to be designed in consultation with ACT Parks and Conservation Service for wildlife connectivity providing a corridor of mature native shrubs and trees from the Molonglo River Reserve through to Mount Stromlo.

Secondary and meandering paths through the Corridor are to connect to the suburban path network, provide seating, lookouts, play areas and areas of interest, with lighting where required by Relevant Authorities.

A variety of street furniture including seating is to be provided at regular distances and at key locations within the Corridor.

All paths are to be outside Molonglo River Reserve except for fire trails and connections from the development to the existing trails within the Molonglo River Reserve. Gravel paths are to be limited.

Car parking is to be provided in the adjacent edge roads to the Corridor, the Molonglo River Reserve, Cravens Creek Pond and be identified in the master plan. All car parks are to be indented and meet Territory standards and requirements.

Edge planting to Cravens Creek and ponds should be native to minimise spraying and hand weeding.

Signage and way-finding elements are to be provided throughout the Corridor.

All areas are to be accessible to the elderly and persons with disabilities.

Where viewing platforms are to be provided, they are to meet current design standards.

Individual requirements for the various Special Areas are identified below.

#### **A2.2.6.2 Cravens Creek Community - Special Area 1**

Within that component of Special Area 1 of a minimum area of 9.6ha located within or adjacent to the Holding Lease, the Developer is required to provide the following community facilities:

- a) Serviced sites of an area at least 5.0ha minimum appropriately zoned for community facility purposes to be returned to the Territory at no charge. The site shall be satisfactory to the Territory and the Education and Training Directorate (ETD) to accommodate a school, an oval and associated playing courts;
  - i. The school site should be a relatively flat and regular shaped block of at least 3.5ha in area and an additional area of at least 0.5ha to accommodate associated playing courts. The block shall have street frontage on two sides with one being a higher order bus-capable road, with the site located close to a higher order / arterial road, safe access across higher order / arterial roads, connecting to the Estate's path network and the local centre facilities;
  - ii. The school oval site should be at least 1.0ha in area, unencumbered flat land supporting the provision of one combination football/rugby field and additional space to support informal play and physical activity requirements and capable of after-hours community access;
  - iii. The remaining area for the community facility site should be as far as possible unencumbered flat land;
- b) Provide open space landscaping, integrated with the other facilities to be provided within Special Area 1 in the Denman Prospect 1B Estate, stormwater treatment, pedestrian/cycle access including a safe pedestrian crossing over Cravens Creek to the local centre in 1B Estate, appropriate road access, parking and set down facilities and associated open space;
- c) Provide a Community Recreation Irrigated Park (CRIP) in an approved location in Special Area 1. The CRIP shall be an irrigated low maintenance space having a minimum area of 1.5ha in accordance with TCCS Design Standards for Urban Infrastructure DS24 - Sportsground Design. It shall contain as a minimum, unless otherwise approved by Relevant Authorities, high quality landscaping, shade trees, kick around space, kick around space, tennis court, petanque/bocce court, a toilet block, community barbecues, picnic

shelters, children's playground, cricket pitch or cricket nets, exercise equipment, and/or enclosed fitness/gym equipment, drinking fountain, children's play area/junior bike circuit and basketball half court. Car parking is to be provided to service the CRIP either through on-street indented parking bays or in a sealed car park in accordance with the EDP approval. The number of car parks is to be determined by Relevant Authorities as part of the IDP/EDP approvals.

- d) Provide a Community Garden (refer to clause A2.5.9); and
- e) The Developer is required to provide development intention plans as required by EPSDD in the IDP and EDP submissions to demonstrate that the areas, block shapes, zoning, adjacent roads and access proposed for the proposed hand back sites are capable of meeting the requirements of Relevant Authorities.

In addition to the requirements of clause A2.2.6.1, the landscaped area is to have a more urban character that distinguishes it from Cravens Creek Pond precinct.

#### **A2.2.6.3 Cravens Creek Downstream Open Space (Special Area 4)**

The Developer shall develop the Cravens Creek Pond precinct open space downstream of Holborow Avenue in Special Area 4 to meet the following Territory requirements:

- Provide a recreation open space to Relevant Authority requirements with an approximate area of 6.8ha;
- Providing stormwater overland flow paths, WSUD facilities, biodiversity corridors and habitat protection where required;
- Provide a lit shared path linked to the school, the community open space and local centre precinct in Special Area 1, the Cravens Creek Pond and the Molonglo River Reserve path network;
- This area is to serve and be treated as a transitional space between the urban area and the Molonglo River Reserve;
- The Developer will provide direct access from an edge road adjacent to the Molonglo River Reserve to a sealed car park accommodating a minimum of 15 cars to service the Craven Creek Pond. This will include providing appropriate pedestrian access from the car park to the Molonglo River Reserve as required by Relevant Authorities; and
- The open space design should include as a minimum activity nodes/garden rooms to provide for passive and/or active recreational spaces around the pond. This could include such facilities as a fitness station, a drinking fountain/seat and interpretive signage. Other nodes could include such facilities as a meditative space or a small picnic table or seating for a quiet picnic or a fishing spot.

#### **A2.2.6.4 Cravens Creek Upstream Open Space (Special Area 5)**

The Developer is required to develop the Cravens Creek open space upstream of Special Area 1 in Special Area 5 to meet the following Territory requirements:

- Providing a landscaped linear open space with an approximate area of 7.0ha;
- Terrace the landscape to respond to sloping landform to form battered planted tiers between level areas of mown grass for recreation parkland;

- Providing stormwater overland flow paths, WSUD facilities and integration with the permanent water quality control ponds provided by others;
- Provide a lit shared path linking the adjoining Stromlo Forest Park to Special Area 1 and Special Area 4;
- Provide additional secondary pedestrian paths connecting to the opposite sides of the linear park and to the shared path. These paths should link to seating nooks, creek or pond edges and the adjacent Denman Prospect 1B Estate;
- Provide an edge road and landscaped buffer adjacent to Cravens Creek along the Holding Lease boundary in accordance with clause A2.3.8.2. The extent of this edge road is subject to agreement with Relevant Authorities; and
- Provide for heritage interpretation within the Craven Creek open space for Aboriginal places and objects as required by the ACT Heritage Council.

#### **A2.2.6.5 Northern Watercourse Open Space (Special Area 3)**

The Developer is required to undertake the development of the northern watercourse open space in Special Area 3 to meet the following Territory requirements:

- Providing stormwater overland flow paths and WSUD facilities;
- Create pockets of native vegetation to encourage connectivity to the Estate circulation areas linking nature to the Estate and Molonglo River Reserve;
- Any remaining charred hardwood stumps are to be used in the landscape, subject to Relevant Authority agreement; and
- Provide informal seating and paths to viewing platforms with natural and planted edges.

#### **A2.2.6.6 Special Area 6**

The Developer is required to identify a location for a landscaped lookout and park adjacent to the Lower Molonglo Geological Site in Special Area 6 to meet Territory requirements.

The nearest edge roads in the Estate are to be connected by access trails to the existing fire trails in the Molonglo River Reserve providing access to the park. Provision is to be made for vehicle access and a car park to service the lookout and park as required by the Relevant Authority.

An access trail from the Estate edge road is to be connected to the existing fire trail in the Molonglo River Reserve to the north of the Estate. The Developer must demonstrate in the IDP and EDP submissions that the access trail is capable of being upgraded to a road (by others) in the future to provide access to the Molonglo River Reserve. The location of the access trail, connection to the edge road, the potential for a future intersection and road to the Molonglo River Reserve is to ensure minimal deferential effect to adjacent residents or the street network.

No disturbance is to occur within the Lower Molonglo Geological Site (refer to clause A2.5.1).

#### **A2.2.6.7 Playgrounds and Parks**

Playgrounds, public facilities and sports grounds are to be designed in accordance with the Design Standards for Urban Infrastructure published by TCCS.

These can be viewed online at

[http://www.tccs.act.gov.au/Development\\_and\\_Project\\_Support/standards-codes-and-guidelines](http://www.tccs.act.gov.au/Development_and_Project_Support/standards-codes-and-guidelines).

A master plan for the provision of playgrounds and parks within the Estate is to be prepared confirming the provision, type and location of playgrounds to ensure that they are distributed through the Estate and open space areas. The master plan should also show relationship to the playgrounds, parks, recreational areas, schools and recreation locations in adjacent developments. This master plan shall be submitted with the IDP to demonstrate their viability and connectivity for the interim and ultimate development.

None of these facilities are to be located within the Molonglo River Reserve.

The Developer will be required to deliver the local playgrounds and parks in the locations endorsed in the IDP and approved in any future EDP DA:

- Each local park shall be a minimum area of 5000m<sup>2</sup> and provide quality places including public facilities (for example, barbecues, public art, playground, landscaping, lighting and parking etc) as required by Relevant Authorities.
- An independent test installation inspection of playgrounds in accordance with AS4685.0:2017 will be required.

#### **A2.2.7 Footpaths and Verge Planting**

Footpaths in verges are to be constructed to the requirements of the Relevant Authority. Footpaths are to be to a standard capable of resisting forces occasioned by building activity. Notionally this will involve 100mm thick reinforced concrete to design details acceptable to the Relevant Authorities.

Trees shall be planted on the street verges of the new residential streets to create a strong identifiable landscape character. Verge widths and building setbacks should take into account service requirements and appropriate soil volumes for a range of street trees to be planted in line with TCCS Design Standards 23 to ensure that there is adequate space for species diversity to be maintained.

Street trees are to be suitably protected by staking. Stakes shall have a minimum cross section of 65mm x 65mm and 1.8 metres high. Grassing is to be dryland grass in accordance with the requirements of the Relevant Authority.

The Developer will comply with the relevant TCCS design standards, standard specification and reference documents for installation and maintenance of soft landscape elements (including street trees and verge grassing), and be responsible for preparing and submitting all operational acceptance, consolidation and handover packages to TCCS for the works. All fees and charges associated with this requirement will be met by the Developer.

#### **A2.2.8 Fuel Management Zone**

A Bush Fire Risk Assessment is to be undertaken and submitted with the IDP and EDP and the outcomes incorporated into the design to the satisfaction of the Authority, TCCS, ACT Parks and Conservation Service and ESA.

It is the Developer's responsibility to ensure the appropriate bushfire protection measures, including the maintenance of protection zones, are undertaken in accordance with all relevant standards until Final Certificates are granted.

The IPRs set out indicative conditions for the boundaries and development edges of the Holding Lease. The Developer shall resolve all edge conditions including buffers, edge roads, bushfire and habitat protection buffers, equestrian and fire trails to be included in the EDP as part of the IDP process.

### **Inner Asset Protection Zone**

The extent of Inner Asset Protection Zones (IAPZ) to be provided inside the Holding Lease boundary unless otherwise agreed by Relevant Authorities is to be confirmed as part of the IDP and EDP processes. All IAPZ must be located outside the Molonglo River Reserve public land boundary. The Developer will be required to identify and confirm the width of the IAPZ.

No leases may be created within the IAPZ. Some public open space assets such as edge roads, fire trails, stormwater flow controls and landscaping may be provided within the IAPZ subject to the approval of the Relevant Authorities.

House Asset Protection Zones (including specifying construction standards and identifying Bushfire Attack Levels) are to be confirmed as part of the Bushfire Risk Management Plan. Higher levels of house construction may be required for blocks adjacent to permanent IAPZ's.

### **Outer Asset Protection Zone**

The Developer will be required to liaise with the Territory to confirm the extent of the Outer Asset Protection Zone (OAPZ) as well as coordinate timing and delivery of protective measures external to the Holding Lease.

The Developer is required to liaise with Stromlo Forest Park to co-ordinate fuel management in the OAPZ suitable for the protection of the Estate.

Construction and maintenance of any OAPZ (temporary or permanent) within the land managed by the Developer is the responsibility of the Developer.

### **Strategic Fire Advantage Zone**

The Developer will be required to liaise with the Territory to confirm the extent of the Strategic Fire Advantage Zone (SFAZ) as well as coordinate timing and delivery of protective measures external to the Holding Lease.

Construction and maintenance of any SFAZ (temporary or permanent) within the land managed by the Developer is the responsibility of the Developer.

### **Temporary Asset Protection Zone**

Where an Asset Protection Zone (APZ) and any associated protective measures are provided as a temporary measure (e.g. at a stage boundary or at the Estate interface to future development areas) the Developer will be required to establish and maintain the APZ in coordination with and to the satisfaction of the Territory. The removal of any temporary protective measures (including APZs) is only to occur with the prior consent of the Territory.

### **Fire trails**

The Developer will install or upgrade fire trails adjacent to the Estate as required by Relevant Authorities. This will also include associated works such as improved stormwater and erosion management outside the Molonglo River Reserve where possible or to control access with gates and barriers.

#### **A2.2.9 Fencing**

A Fencing Control Plan, including temporary and permanent fencing, shall be prepared to the satisfaction of the Estate Manager. The plan shall be submitted with the draft Estate Development Plan and circulated to agencies for comment. The plan shall be approved separately from the EDP by the Estate Manager.



Permanent and temporary fencing, as approved by TCCS, are to be constructed to the satisfaction of the Estate Manager around the perimeter of the Holding lease where required or where suitable fencing does not already exist.

New or replacement fencing may be required to protect open space areas including the Molonglo River Reserve. The location and fencing design is to be in accordance with ACT Parks and Conservation Service. Any boundary fencing and its alignment shall be constructed to the satisfaction of the Territory along the perimeter of the Molonglo River Reserve.

The Developer is responsible for the ongoing maintenance of all fencing around the perimeter of the Holding Lease until the issue of a Final Certificate by the Estate Manager.

The Developer shall ensure that construction traffic is excluded from entering areas of public open space.

The Developer shall liaise with TCCS and the Tree Protection Unit with respect to fencing and tree protection.

All fencing works are to be completed to the satisfaction of the Estate Manager prior to any construction works commencing on site.

The open space ponds in Cravens Creek are to be constructed by the Developer of the 1B Estate and are to be fenced prior to any on site or off-site works being undertaken by the Developer.

#### **A2.2.10 Developments Adjacent to Rural Leases**

Stock-proof fencing and its alignment, as approved by EPSDD, shall be constructed to the satisfaction of the Territory along the perimeter of the Holding Lease.

The Developer shall ensure that construction traffic is excluded from entering adjacent rural land and open space areas.

Fencing between the Estate and the adjacent rural land shall be permanent and remain in place after completion of the Estate.

The Developer shall liaise with the TCCS, EPSDD and/or Environment Protection and Heritage Units, respectively, with regard to fencing and tree protection.

All fencing works are to be completed to the satisfaction of the Territory prior to any construction works commencing on site.

Prior to constructing any temporary or permanent fencing, the Developer is required to make provision for continual access to the adjoining rural leases for the duration of the Holding Lease. All contact with rural lessees will be through the Estate Manager, who will arrange for liaison with these adjacent rural lessees.

Where fencing works result in adjacent licensees being denied access to water for stock, the Developer will provide alternative access to water to the adjacent lessees, in close consultation with ACT Parks and Conservation.

If access to water cannot be provided through opening up access to dams, then the Developer will be required to install troughs (to EPSDD requirements) connected to the town water supply via a temporary 25mm poly pipe (not rural grade).

All cut-off drains constructed on the perimeter of the Estate are to be contained within the Holding Lease unless otherwise approved by Relevant Authorities.

#### **A2.2.11 Equestrian Facilities**

The Developer shall provide equestrian trails within the urban edge to link to existing or proposed equestrian trail network to the requirements of the Relevant Authorities and in consultation with the ACT Equestrian Association. All proposed equestrian trails will be shown on the IDP submission to demonstrate their viability and connectivity for the interim and ultimate development.

## **A2.3 SPECIAL ENGINEERING CONDITIONS AND GUIDELINES**

### **A2.3.1 Existing Plans and Information**

The plans and information listed in the background documents in clause A2.1.5 are available at scheduled costs to the Developer.

The Territory does not warrant or guarantee that the information made available shows completely the existing site or sub-surface conditions.

The Developer shall make his own interpretations, deductions and conclusions from the information made available and shall accept full responsibility for such interpretations, deductions or conclusions. The Territory has not carried out any detailed engineering design for this subdivision. In planning the Estate, the Developer shall examine background documents referred to in clause A2.1.5 and any master plans prepared by the relevant Authorities.

The Developer shall liaise with TCCS, Icon Water and ActewAGL in respect to detail engineering design issues.

The Developer is required to identify and remove all obsolete assets located within the Holding Lease boundary to the satisfaction of the Territory.

### **A2.3.2 Offsite Works**

The Developer shall carry out the design and construction to the satisfaction of the Territory of:

- a) Connection to and the continuation of Holborow Avenue within the Holding Lease from the existing Holborow Ave to the east of the Holding Lease including road works, services, paths, landscaping and associated works (refer to clause A2.3.8.3);
- b) Connection of the internal road network to Uriarra Road including road works, services, paths, landscaping and associated works (refer to clause A2.3.8.2);
- c) Connection to the road crossing in Cravens Creek and the pond which is delivered by Denman Prospect 1B Estate (refer to clauses A2.3.7, A2.3.8.2, and A2.3.8.4);
- d) Bushfire Protection Measures including fire trails;
- e) Sewer, stormwater and water mains required to service the Estate including connections to services outside the Holding Lease and the removal of any mains to be abandoned (refer to clauses A2.3.9, A2.3.10, A2.3.11, and A2.3.12);
- f) Utilities (i.e. Gas, telecommunications, electricity) to service the Estate and including connections from outside the Holding Lease boundary from future residential areas (refer clauses A2.3.14, A2.3.15 and A2.3.16);
- g) Temporary and permanent fences (refer clause A2.2.9);
- h) Temporary and Permanent Water Quality Control measures, associated discharge downstream of ponds and any necessary upstream swales, floodways and cut off drains to treat runoff discharged from the Estate works into the ponds in Cravens Creek and future residential areas and open space. Pond outflow, drainage paths and overland flow paths that flow into and within the Molonglo River Reserve are to be stabilised, restored, managed and upgraded. Any associated tracks and trials shall be upgraded to withstand any additional flows (refer to clause A2.3.9.3);
- i) Edge roads and landscaping of Cravens Creek along the Holding Lease boundary in Special Area 1 (refer to clauses A2.2.6.2 and A2.3.8.2). This is to include integration with the Community Facilities, permanent water quality control ponds installed by

the adjacent Denman Prospect 1B Estate and any edge road car parking and associated works;

- j) Edge roads and landscaping of Cravens Creek along the Holding Lease boundary in Special Area 5 (refer to clauses A2.2.6.4 and A2.3.8.2). This is to include integration with permanent water quality control ponds installed by the adjacent Denman Prospect 1B Estate and any edge road car parking and associated works;
- k) Cravens Creek open space landscaping in Special Area 4 including integration with the Molonglo River Reserve in accordance with clause A2.2.6.3;
- l) The northern watercourse open space in Special Area 3 in accordance with clause A2.2.6.5;
- m) Special Area 6, the lookout park, associated trails and pathways in accordance with clause A2.2.6.6;
- n) Connection to external path networks and associated works;
- o) Edge roads, fire trails, bushfire protection measures and associated works (refer to clause A2.2.6, A2.2.8 and A2.3.8); and
- p) Equestrian trails (refer to clause A2.2.11).

### **A2.3.3 Interdependent and or Scheduled Engineering Services**

There are no interdependencies.

### **A2.3.4 Program and Staging**

#### **A2.3.4.1 Staging Plan**

A Staging Plan is required to be submitted as part of the EDP submission. This plan shall be circulated with the EDP as supporting documentation and approved separately by the Estate Manager.

The staging plan is to include the blocks to be turned off within a particular stage as well as the scope of works that will be carried out within that stage. Each stage of the Estate must be able to be released and surrendered from the holding lease as a stand-alone estate with fully functioning services and road network. The batch of leases for issue must be consistent with the approved stage. Partial issue of leases within a stage will not be considered. This does not apply to stages that include only infrastructure works that have been set aside for later completion (e.g. outstanding verge works secured by bonds).

Subsequent amendments to the staging plan shall be submitted to the Estate Manager who will consider approving the amendment subject to the endorsement of all the Relevant Authorities. Approval of an amended Staging plan shall not be unreasonably withheld.

#### **A2.3.4.2 Construction Program**

Within fourteen (14) calendar days after the date of approval of the Estate Development Plan, the Developer shall submit to the Estate Manager a detailed construction program, in bar chart form, which shall include the Interdependent and Scheduled Engineering Services. For each item of work there shall be a bar chart showing planned progress with planned monthly quantities and with space or other provision for entering actual progress. If the Estate Manager considers that this bar chart is not satisfactory, the Developer may be required to provide an amended bar graph within seven (7) days of being requested to do so.

The Developer shall revise and update the bar chart at monthly intervals, making adjustments in a form satisfactory to the Estate Manager, having regard to actual progress in each item of work for the preceding period, against planned progress.

#### **A2.3.5 Liquidated Damages**

There are no liquidated damages associated with the Deed.

#### **A2.3.6 Construction Access**

The Developer shall prepare and submit for approval a Construction Access Plan within 14 days of approval of the Estate Development Plan. A Notice to Commence Construction in accordance with clause 4.4 shall not be issued until the Construction Access Plan is approved.

The Developer shall ensure that the construction access point is stabilised to the criteria set out in the Environmental Protection Guidelines for "Construction & Development in the ACT" - August 2007 available from the Environment Protection Authority, telephone 132 281.

The Construction Access point for this Estate is from the existing road stubs connected to the Estate or as approved by the Territory.

The Developer shall consider the access to the Estate in its planning and shall provide continuous access for all authorised traffic entering and leaving the Estate. The Developer shall obtain approval from the TCCS prior to seeking approval from the Estate Manager for all roads and tracks accessing the Estate. These roads and tracks shall be included in the Construction Access Plan.

Parking for contractors and construction vehicles shall be on the holding lease or as approved by the Estate Manager.

The Developer shall erect a sign located inside the holding lease boundary stating;

"CONSTRUCTION SITE - AUTHORISED ENTRY ONLY"

#### **A2.3.7 Co-operation and Co-ordination with the Territory and other Developers**

The Developer shall coordinate the Estate works and fully cooperate with all other developers and the Territory involved in carrying out work, which will affect and be affected by the work and other activities of the Developer.

The Developer is required to liaise with the Territory regarding defects liability completion dates for adjacent capital works projects being delivered by the Territory.

The Developer may also be required to amend its construction and marketing schedules based on the progress of the capital works projects being delivered by the Territory.

The Developer is required to liaise with the Developer of the adjacent Denman Prospect 1B Estate and the LDA regarding the planning, construction schedules and completion dates for roads, services and landscaping along the interface between the Estates.

Estate works will include co-operation and co-ordination with:

- the Territory, consultants and contractors involved in the delivery of all projects listed at clause A2.3.1 Existing Plans and Information;
- Education and Training Directorate for education facilities located in Special Area 1;
- Utility providers responsible for gas, water, sewer, stormwater, telecommunication, electricity and any other networks and connections;

- The Developer of the adjacent Denman Prospect 1B Estate. This will include the timing on the delivery of the Cravens Creek road crossing and associated pond works.

The Developer will have:

- a) no claim or cause of action against the Territory or any other government or statutory agency or authority under this Deed of Agreement; and
- b) no entitlement to terminate this Deed of Agreement;

arising from any failure or delay in the Developer obtaining Operational Acceptance on any stage in the Estate arising from a delay or non completion of the adjacent capital works projects or works in Denman Prospect 1B Estate.

### **A2.3.8 Road Network**

#### **A2.3.8.1 General**

The Developer shall take all action required by the Territory to open new public roads or to close existing roads no longer required in accordance with current procedures, Statutes and Regulations. Further advice on procedures and lead times required may be sought from the Office of the Surveyor-General.

The Developer shall meet all costs associated with the opening of public roads including the opening of roads constructed as off-site works.

All roads are to be designed to Territory standards, including the *Estate Development Code* of the Territory Plan, and the approval of TCCS. Suppliers of products and services to TCCS must be pre-qualified to meet ISO9001 Quality Assurance System requirements.

It is the Developer's responsibility to nominate the verge width and road reservation width on the EDP for approval. The Developer is to ensure that all services, pathways and tree planting required can be provided for within the road and verge widths nominated. In locations where existing trees are to be maintained within verges the Developer will be required to show that services, formalised verge indented parking spaces, pathways and trees can be accommodated in a manner that will allow the tree to be retained in accordance with Tree Retention requirements. The adoption and use of a combination of absolute minimum design standards for designing future TCCS assets are not endorsed.

The roads to be designed as part of the Works (including roads within the Estate and Off-Site Works) will be subject to an independent Road Safety Audit. The Developer is required to commission an independent Road Safety Audit and address all issues raised in the Audit to the satisfaction of TCCS. The Road Safety Audit and the Developer's response to the Audit must be submitted with the Detailed Design Submission for Design Acceptance and as part of the request for Operational Acceptance.

Any proposed on-road parallel parking shall have a minimum parking space width of 2.8 metres.

The Developer is required to also liaise with the Authority and Emergency Services Agency (ESA) regarding the provision of edge roads to open space and the provision of suitable access for emergency services vehicles and provide a road design solution to the approval of the Authority, ESA and TCCS. In particular, edge roads as a minimum are to consist of a clear carriageway width of 7.5m plus an indented parking bay of minimum width 2.8m unless the Authority, ESA and TCCS specify other requirements or unless approval to do otherwise is obtained.

The Developer is required to provide a road network suitable for required bus routes. The Developer will be required to liaise with ACTION and TCCS with respect to provision of and location of bus stops and Local Area Traffic Measures (LATM's) to ensure that the requirements of each Relevant Authority is addressed adequately.

The Developer may also be required to provide bus stops adjacent to the Estate in locations requested by the Territory.

Subsequent to DA approval, detailed design acceptance for works shall be submitted to TCCS in accordance with its requirements including TCCS documents entitled Ref-04, Ref-06, and Ref-11, Design Standards for Urban Infrastructure and the Standard Specification for Urban Infrastructure Works. All roads and access are to be subject to independent third party Road Safety Audits and audit reports are to accompany various submissions as required by TCCS.

For any approved modifications to intersections and/or the road network, the Developer must at their own expense reinstate any works and "make good" any damage to the existing road infrastructure in the estate where it adjoins the approved works. This may include but is not limited to landscaping, drainage, line marking, road signage and pavements.

#### **A2.3.8.2 Project Specific Requirements**

The Estate road network must deliver:

- Integration with Denman Prospect 1A and 1B Estates, Special Area 1, and connections to Holborow Avenue, John Gorton Drive and Uriarra Road;
  - Design a road network to accommodate the Estate and demonstrate that the main roads within the Estate can be readily expanded in the future by others to accommodate the ultimate development of adjacent areas.
- Provide a road as a sub-arterial, major collector, or collector connecting Holborow Avenue to Uriarra Road, including;
  - Providing frequent intersection access to the adjoining development, required cycleway and pedestrian infrastructure, frequent crossing points to reduce the impact of the road as a barrier to neighbourhood movement and mobility, bus routes and stops, retaining walls, landscaping and associated works;
  - Providing a front-of-house address for buildings (i.e. no rear fences) to maintain a positive urban character in the developments adjacent to Holborow Avenue. The Developer is to provide design cross sections in the IDP to demonstrate attractive architectural urban outcomes;
- Bus capable collector roads linking in an integrated manner with Denman Prospect 1A and Denman Prospect 1B Estates, Holborow Avenue and John Gorton Drive. One bus capable road must link with the road connection across Cravens Creek;
- A pedestrian and cycle priority street network in accordance with clause A2.2.5;
- A road network and associated infrastructure that allows for adequate future development of the adjacent land by the Territory;
- Edge roads with landscape buffers in accordance with the IPR's or as required by Relevant Authorities and endorsed by the Authority in the EDP. Appropriate access for emergency services is to be provided. The landscape buffer and edge roads that form part of the permanent IAPZ where approved and must be designed to meet all relevant Territory standards;

- No road, verge or road batters associated with the development are permitted within the Molonglo River Reserve;
- Edge roads and landscape buffer adjacent to Cravens Creek east of the Holding Lease boundary. The extent of the edge roads and landscaping is subject to approval of the Relevant Authorities; and
- Car parking in edge roads adjacent to the Cravens Creek corridor, the Molonglo River Reserve and Cravens Creek Pond identified in the master plan. All car parks are to be indented and meet Territory standards and requirements.

### **A2.3.8.3 Holborow Avenue**

The Developer is required to undertake the planning and a preliminary concept design of Holborow Avenue in its ultimate configuration to allow for future duplication from its existing location east of the Holding Lease to the western boundary of the Holding Lease for the future development area in the Huntly Locality.

The IDP submission should include the following:

- a strategic transport model, intersection modelling and a traffic noise assessment of the arterial road through the Estate and the ultimate development scenario of an adjacent development areas of Huntly Locality and Denman Prospect Stage 3;
- planning for Holborow Avenue and a report with supporting information to a level of detail as required by Relevant Authorities;
- demonstrate that the land provided for the ultimate configuration of Holborow Avenue will cater for future intersection expansion and includes as a minimum;
  - 1 dedicated full right turn lane from Holborow Avenue to collector road;
  - 4 lane arterial road to service the adjacent area;
  - Provision of ultimate active travel also needs to be incorporated;
- feasibility design should extend sufficiently into the future Huntly Locality development area to demonstrate that the arterial entry minimises impacts on sensitive environmental areas and is an economically-sound design and cost effective for future Territory implementation;
- The proposed design should provide for cycleway and pedestrian infrastructure and frequent crossing points to reduce the impact of the road as a barrier to neighbourhood movement and mobility;
- Bus stop locations;
- Sufficient corridor land is available to accommodate all bulk earth works, retaining walls and landscaping; and
- noise abatement measures.

The development adjacent to Holborow Avenue should provide front-of-house address for buildings (i.e. no rear fences) to maintain a positive urban character in the developments. The Developer is to provide design cross sections in the IDP to demonstrate attractive architectural urban outcomes can be achieved.

The Developer shall construct the earthwork formation for the ultimate configuration from the existing Holborow Avenue to the western boundary of the Holding Lease for the future



development area in the Huntly Locality. This shall include setting the road gazettal boundaries for the ultimate road layout, landscaping and retaining walls where required, noise abatement, stormwater works to protect the earthworks and other associated works as required by the Territory.

The Developer shall construct the initial or first stage of the road carriageway for the length of Holborow Avenue necessary to meet the proposed Estate requirements and must include bus stop locations, cycling, pedestrian crossings, intersections and all associated works. Signalisation of the Holborow Avenue / Uriarra Road connector road intersection is to be provided if required by the Relevant Authorities.

No road, verge, batters, etc. associated with the development are permitted within the Molonglo River Reserve.

#### **A2.3.8.4 Cravens Creek Road Crossing**

The Developer is required to co-ordinate with the Territory to ensure the connection, location and the design of the Cravens Creek road crossing meet the Territory requirements for integration with a lit shared path. The connecting road shall also provide a suitable access for pedestrian traffic between Estates.

The Developer shall liaise and coordinate with the Developer of Denman Prospect 1B Estate to determine the timeframes for construction and defects liability expiry and ensure a timely handover to the satisfaction of the Territory.

The Developer is to adjust its sales and marketing program and construction timetable to meet the above requirements.

#### **A2.3.9 Stormwater**

The Developer shall provide for:

- The stormwater drainage network to fully service the Estate;
- Any stormwater infrastructure that traverses through future leased land shall have an appropriately sized easement and/or open space reserve created over it;
- The Stormwater Master Plan including overland flow paths to be supported by hydrological data;
- The Stormwater Master Plan must also demonstrate that considerations and assessments have been made regarding the proposed stormwater main network and overland flow paths are sized in relation to future developments upstream and downstream of the Estate;
- Cut-off drains to ensure that each stage of construction is protected from runoff from rural land upstream; and
- Water quality improvement measures in accordance with ACT Government guidelines.

Easements shall be in accordance with clause A2.3.12 and TCCS requirements and a deposited plan shall be prepared showing the location. The Developer shall ensure any overland flow greater than the 100 ARI gap flow (i.e. 100 year ARI overland flow where a pipe system is half blocked) does not have any significant adverse effects on any residential block and roadway to the satisfaction of TCCS and the Estate Manager.

The Developer shall address all the hydraulic implications of features such as traffic calming devices (e.g. raised brick features in roadways), and provide solutions to these flow obstructions that satisfy all hydraulic standards.

Stormwater is to be connected to the existing stormwater drainage system where provided. Existing details of outlets and pipes are to be checked as necessary.

Engineered waterways shall be designed in accordance with Design Standards for Urban Infrastructure Part 1.7 and to the satisfaction of TCCS.

#### **A2.3.9.1 Water Sensitive Urban Design**

The ACT Government is committed to the sustainable use and management of water resources and has committed to implementing best practice water management strategies outlined in "*Waterways: Water Sensitive Urban Design General Code*" of the Territory Plan.

The Developer shall ensure that the requirements of this document are included in the Estate Development Plan for all residential leases within the Estate.

The use of the MUSIC (Model for Urban Stormwater Improvement Conceptualisation - CRCCH) modelling program is strongly recommended to determine the essential details of the proposed stormwater quality measures. The hydrological and hydraulic aspects of the catchments and proposed measures should also be confirmed by calculations and through the use of programs such as XP-RAFTS. The "*Waterways: Water Sensitive Urban Design General Code*" of the Territory Plan provides detailed guidance here including parameters for use in the modelling tools recommended.

#### **A2.3.9.2 Stormwater Ponds, Floodways and Inlet Structures**

The Stormwater drainage system is to be designed to ensure that the Estate does not adversely affect existing and future downstream and upstream systems and if possible mitigates existing problems.

Design of the pond should be in accordance with "*Waterways: Water Sensitive Urban Design General Code*" of the Territory Plan and TCCS "*Design Standards for Urban Infrastructure*" requirements.

#### **A2.3.9.3 Project Specific Requirements**

A stormwater concept plan for the whole area is to be provided as part of the IDP and EDP submissions.

The Developer will be required to provide temporary and permanent Water Quality Control Measures as part of the Water Sensitive Urban Design on Site. However, if an EDP approves temporary and permanent Water Quality Control Measures outside the Holding Lease, then these works will form part of the offsite works for the Estate. The Developer will be required to manage, maintain, remove or handover these offsite assets in accordance with the requirements of clause A2.3.9 until the issue of a Final Certificate in accordance with this Deed.

The locations of cut-off drains to be constructed to support the Estate are to be agreed with the Territory at the IDP stage. These may be required to be contained within the Holding Lease.

The stormwater services should integrate with the existing stormwater services and ponds in Cravens Creek to be provided by Denman Prospect 1B Estate.

If the Developer requires the use of these ponds for sediment and pollution management for this Estate, the ponds will not be available for use until the 1B Estate defects liability has expired. Once available for use, the Developer shall assume full responsibility for the future management of runoff into the ponds, including their maintenance until the issue of a Final Certificate in accordance with this Deed.

The Developer is responsible for the maintenance of all floodways, GPT's, inlet structures, temporary and permanent ponds in both the onsite and offsite works for the Estate until issue of Final Certificate. The Developer must clean out all ponds, floodways and structures of deposited materials prior to applying for a Final Acceptance and handover to TCCS. The Developer will be required to provide security for the uncompleted works prior to the issue of the Practical Completion Certificate.

The Developer must plan and provide stormwater infrastructure that is suitable to allow for future servicing of any development adjacent to the Holding Lease boundary.

No temporary or permanent stormwater management measures for the Estate are to be installed in the Molonglo River Reserve.

Any pond outflow, drainage paths and overland flow paths that flow into and within the Molonglo River Reserve are to be stabilised, restored, managed and upgraded, as required, to ensure no detrimental impacts such as erosion or effects on the pink tail worm lizard habitat in accordance with the requirements of Relevant Authorities. In particular, outflows should be controlled to maintain existing hydrological flows and assets such as maintenance trails are protected from high velocity and high volume flows.

### **A2.3.10 Existing and Future Sewers**

#### **A2.3.10.1 General Requirements**

The Developer will be required to enter into a separate Hydraulic Services Deed of Agreement with Icon Water and lodge a security deposit as a requirement of the Hydraulic Services Deed of Agreement with Icon Water.

The Developer shall design and construct sewer mains and services in accordance with the Icon Water "Water Supply and Sewerage Standards" and later amendments and as approved by Icon Water.

A sewer concept plan shall be submitted with the first EDP submission. A separate sewer master plan shall be submitted to Icon Water. A written acceptance of the sewer master plan by Icon Water is required to accompany the lodgement of the EDP Development Application.

The Developer shall not commence work on any sewer mains and water mains until the sewer master plan and detailed design has been approved by Icon Water. The sewer master plan is to take into account all adjacent catchments and future land releases of upstream estates to the satisfaction of the Territory.

The Developer shall liaise with Icon Water to determine existing pipe locations and diameters and confirm capacities for the proposed development. The alignments of new sewers are shown as notional only on the Engineering Services Plan. The Developer is to confirm alignments and sewer grades, special structures, and connection points before submitting the sewer master plan. The Developer is to calculate flood levels and ensure that sewers are above the flood levels in accordance with the Icon Water - Water Supply and Sewerage Standards.

The Developer shall liaise with Icon Water for the execution of any necessary connections or disconnections to the existing network in accordance with the Hydraulic Deed.

Work-As-Executed (WAE) drawings will be required by Icon Water before handover of these assets and issue of Icon Water Provisional Certificate. The WAE drawings must be certified as accurate by the Developer or the Developer's consultant in accordance with the Icon Water - Water Supply and Sewerage Standards.

### **A2.3.10.2 Project Specific Requirements**

The Developer shall design and construct in accordance with Territory approvals:

- (a) the upgrade of and / or connection to any sewer infrastructure external to the Site to adequately service the Site. The sewer infrastructure should be integrated with the sewer infrastructure to be delivered in the 1B Estate;
- (b) Provide a trunk sewer main along the Block 13 boundary outside of the Molonglo River Reserve and connect to the trunk sewer across the Molonglo Link bridge;
- (c) Provide sewer pump stations to service developable areas below the reach of the gravity catchment where approved by Icon Water;
- (d) the relocation and / or removal of existing and redundant sewer infrastructure associated with the Site where required;
- (e) The Developer must plan for and provide sewer infrastructure suitable for future servicing of any development adjacent to the Holding Lease boundary; and
- (f) any other works required by Territory as a result of an audit on submitted plans for design approval.

### **A2.3.10.3 Molonglo Valley Interceptor Sewer (MVIS) Odour Plumes**

The Territory acknowledges the odour plumes from the MVIS on adjacent land may reduce the developable land available on Block 13 or delay the development of land on Block 13.

While the parties acknowledge the full extent of the effect of the odour plumes has not been determined, the Territory will at its own cost undertake works to reduce odour impacts from the MVIS no later than 30 June 2021.

If these works do not resolve the impact of the odour plumes on the developable land available on Block 13, or the works are not completed by 30 June 2021, the Developer may make a claim for any resulting losses in accordance with clause 6.18 but only after the parties agree or have determined any net advantage or disadvantage to the Developer arising from delay in completing such works.

No leases can be issued in areas affected by existing and future odour plumes until mitigation works are completed.

### **A2.3.11 Water Supply**

#### **A2.3.11.1 General Requirements**

The Developer will be required to enter into a separate Hydraulic Services Deed of Agreement with Icon Water and lodge a security deposit as a requirement of the Hydraulic Services Deed of Agreement with Icon Water.

The Developer shall design and construct new water mains, valves and other fittings and services in accordance with the Icon Water - Water Supply and Sewerage Standards and later amendments, and as approved by Icon Water.

A water supply concept plan shall be submitted with the first EDP submission. A separate water master plan shall be submitted to Icon Water. A written acceptance of the water master plan by Icon Water is required to accompany the lodgement of the EDP Development Application.

The Developer shall not commence work on any water supply mains until the water supply master Plan and detailed design has been approved by Icon Water.

The water supply network must be designed to ensure it meets the clearance requirements for any Exceptional and High Value trees that are to be retained.

The Developer shall liaise with Icon Water for the execution of any necessary connections or disconnections to the existing network in accordance with the Hydraulic Deed.

Work As Executed drawings will be required by Icon Water before handover of these assets and issue of Icon Water Provisional Certificate. The WAE drawings must be certified as accurate by the Developer or the Developer's consultant in accordance with the Icon Water - Water Supply and Sewerage Standards, and be submitted in the format required by Icon Water to allow translation to the Icon Water database.

The Developer shall not commence construction work in areas where an adequate public water supply cannot be provided to the satisfaction of Icon Water and the Estate Manager.

#### **A2.3.11.2 Project Specific Requirements**

The Developer shall design and construct in accordance with Territory approvals:

- (a) upgrading of and connection to any infrastructure external to the Site to adequately service the Site and support fire services required by Icon Water and the Emergency Services Agency;
- connect to the intermediate zone supply main in Uriarra Road;
  - Connect to the offsite main adjacent to the Holborow Ave for the low zone;
  - Provide a new pressure reducing valve (PRV) and connection to the offsite main adjacent to Holborow Avenue to supply the extra low zone. Dependent on the extent of the development proposed in the extra low zone, an additional PRV and connection may be required by Icon Water; and
  - Any other connections to water supply services outside of the Holding Lease boundary.

All PRVs are to be shown on the approved water supply master plan as well as detailed drawings and Work as Executed records.

Any temporary PRVs required are to be located to Icon Water's approval. Any PRV identified as a temporary installation is to be removed and made good at the Developer's cost once the permanent supply is operational.

- (b) The water supply infrastructure should integrate with the water supply infrastructure being delivered in adjoining and future developments adjacent to the Estate.
- (c) The Territory and Icon Water are undertaking a number of capital works projects to provide water supply to Denman Prospect. The Developer will liaise with Icon Water and the Territory in relation to the construction program and defects liabilities for these projects.
- (d) The removal of redundant water infrastructure associated with the Site where required; and
- (e) any other works required by Territory as a result of an audit on submitted plans for design approval.

#### **A2.3.12 Service and Stormwater Easements**

The Developer shall create service easements for any service infrastructure (pipes and cables) that are allowed to pass through private leases. The design shall include details of access

provisions required for normal maintenance requirements. Easements and open spaces shall be in accordance with TCCS requirements and other service provider guidelines.

Floodways and overland flows are to be in public open space. Trunk sewers are to be in open space to the requirements of Icon Water. Easements and public open spaces containing services shall be accessible to the Territory for any reconstruction, operation and maintenance at any time. Easements or open spaces required for other services (such as a trunk sewer) are to be in accordance with the requirements of the service provider and asset owner.

#### **A2.3.13 Spoil Disposal**

The Developer is to allow for the disposal of spoil at an approved landfill site in a manner suitable to ACT NoWaste and the Environment Protection Authority.

Spoil is not to be stockpiled on adjacent unleased Territory land without written approval from the Estate Manager. Where more than 100 cubic metres of soil is placed on land that has a Territory Plan Non-Urban Zone or P4 Overlay, an Environmental Authorisation is required.

An approved Environmental Authorisation is required to be submitted with the application for approval to stockpile to the Estate Manager where more than 100 cubic metres of spoil is contemplated.

Further information can be viewed online at [http://www.environment.act.gov.au/environment\\_protection](http://www.environment.act.gov.au/environment_protection) or contact the Environment Protection Authority on 132 281.

#### **A2.3.14 Natural Gas**

The Developer is required to provide suitable excavations to allow Jemena to connect to existing mains.

#### **A2.3.15 Shared Trenching**

The Developer shall supply and co-ordinate shared trenches for the installation of underground services including electricity (ActewAGL), telecommunications (Telstra, TransACT and NBN Co.) and natural gas (Jemena). All services within the Estate are to be underground. The Developer shall supply all excavation and backfilling operations necessary to suit the specific requirements of all of the agencies.

The Developer shall obtain copies of the existing plans of all service providers' asset locations. Should it be necessary to relocate an existing asset within the development it is the Developers responsibility to liaise directly with the asset owner and to carry out any works required by the asset owner as part of the development.

#### **A2.3.16 Utility Service Providers**

During all stages of contract documentation and construction the Developer is to liaise and co-ordinate with the service providers.

#### **Electricity**

Customer Connections Team  
ActewAGL Distribution  
Cnr Oakden & Anketell Streets  
Greenway ACT 2900  
Telephone: 02 6893 5880  
Email: [enworks@actewagl.com.au](mailto:enworks@actewagl.com.au)

### **Water and Sewer**

Manager - Hydraulic Asset Acceptance  
Icon Water  
12 Hoskins Street  
Mitchell ACT 2911  
Telephone: 02 6242 1499 Fax: 02 6242 1459

### **Natural Gas**

Network Development Manager  
Jemena Asset Management  
Unit 1 / 5-7 Johns Place  
Hume ACT 2620  
Telephone: 02 6203 0640 Fax: 02 6203 0601

### **Telstra**

Network & Technology  
Telstra Operations  
4/52 Railway Parade  
Burwood NSW 2134  
Telephone: 02 9397 2090 Fax: 02 8217 7188

In addition to the information provided in this clause, Telstra has provided the following additional information:

- Telstra can install pit and pipe to NBN Co specifications on a fee for service basis. A quotation can be provided upon request once the Estate Development Plan has been approved. However, the Developer is free to choose other contractors for the work.

Early notification of any proposed development will enable Telstra to deliver services with minimal disruption and enable coordination of trenching with other infrastructure. To provide early notification, planned property developments can be registered with Telstra via the [www.telstrasmartcommunity.com](http://www.telstrasmartcommunity.com) website.

### **TransACT Capital Communications**

Network Design and Construction Manager, Access Network  
TransACT Communications Pty Limited  
3rd Floor, TransACT House  
470 Northbourne Ave  
Dickson ACT 2602  
Telephone: 02 6229 8047

In addition to the information provided in this clause, TransACT has provided the following additional information:

- TransACT are available to discuss with the Developer the provision of TransACT services, including Fibre to the Site, services and products for infill and broad acre Greenfield developments.
- TransACT are available to provide pit and pipe Designs and pit and pipe installation services to NBN Co specifications for Developers on a fee for service basis.

- For large scale and high-rise developments TransACT are available to provide internal Designs and installation services to meet Fibre to the Unit requirements.

For further information on TransACT's services for Greenfield Developments, Developers can contact:

Group Manager Network Design and Construction, Access Network  
TransACT Communications Pty Limited  
3rd Floor, TransACT House  
470 Northbourne Ave  
Dickson ACT 2602  
Telephone: 02 6229 8047  
Email: [rod.barrett@transact.com.au](mailto:rod.barrett@transact.com.au)

Or

Network Design Manager  
TransACT Communications Pty Limited  
3rd Floor, TransACT House  
470 Northbourne Ave  
Dickson ACT 2602  
Telephone: 02 6229 8072  
Email: [wayne.read@transact.com.au](mailto:wayne.read@transact.com.au)

For large scale and high-rise developments, communications rooms, with appropriate space and internal facilities, such as internal cable ducting and risers, may be required to be provided by the Developer, to facilitate equipment location and access to each unit.

Dependant on technology, there may be a requirement for the provision of external street cabinets where suitable locations would need to be determined by TransACT in consultation with the Developer or their agent.

TransACT has existing aerial services on and adjacent to the Site. TransACT's existing infrastructure will require re-locating with the costs to be borne by the Developer.

#### **National Broadband Network**

NBN Co Limited  
Unit 2, 16 National Circuit  
Barton ACT 2600  
Telephone: 02 9926 1900 Fax: 9926 1901

NBN Co Limited is the infrastructure provider of last resort for telecommunication services. The Developer is responsible for the provision of trenching, ducting and pits to NBN specifications.

- Installation of trenches, pit and pipe is the developer's responsibility. Infrastructure is to be installed to NBN Co. specification. Further information can be obtained from the NBN Co. website at <http://www.nbnco.com.au/develop-or-plan-with-the-nbn.html>.
- The developer may request fibre infrastructure from NBN Co by filling in the online application form at the following website at <http://www.nbnco.com.au/develop-or-plan-with-the-nbn/new-developments.html>.

The Developer can choose any other fibre provider providing they meet NBN specifications and open access requirements.



If the Developer chooses NBN Co as its telecommunications provider, early notification to NBN Co Limited of any proposed development will enable the delivery of services with minimal disruption and enable coordination of trenching with other infrastructure providers.

The Developer is required to enter into contractual arrangements with NBN Co prior to the submission of the first Estate Development Plan submission to ensure adequate consultation with the service provider in relation to master planning connection to the network. Written evidence that NBN Co design requirements have been met for pit and pipe is required prior to lodging any detailed design submission to TCCS (refer clause 4.9.5).

#### **A2.3.16.1 Telecommunications in New Developments**

The Developer is responsible for the provision of telecommunications infrastructure and cost for pit and pipe infrastructure including lead in pipes to the block boundary unless otherwise arranged under contract with the network provider. In addition to pit and pipe infrastructure, the Developer may be responsible for backhaul and incur charges to the nearest point of interconnection.

Developers have a choice of network provider in all cases and can purchase network components (including the network itself and the pit-and-pipe infrastructure through which it typically runs) as they wish, noting that under the arrangements a non-NBN provider would be obliged to provide solutions that provide NBN consistent outcomes.

The Developer is not responsible for the extension from the lead-in pipe beyond Block boundary to the building for future telecommunication cable installation.

The Australian Government's revised policy for the provision of telecommunications infrastructure in new developments via the website at <https://www.communications.gov.au/policy/policy-listing/telecommunications-new-developments>

#### **A2.3.17 Electricity Supply**

All electrical reticulation shall be underground and ActewAGL Electricity Networks will require sites for electrical substations to provide electricity reticulation to the development. The sites will be determined by ActewAGL Electricity Networks in conjunction with the Developer or their agent. The cost of relocation of any existing assets shall be borne by the Developer. Estate Development Plans for Industrial or Commercial areas require an identified easement to ActewAGL approval to be identified on the plan. This would normally be in addition to the shared trench location.

The Developer may be required to install special earthing (if a substation is found to be within 100 metres of any special facilities (e.g. child care, public pool, etc) to less than 1 ohm.

The contact for electricity related matters is:

#### **ActewAGL Electricity Networks**

Customer Connections Team  
ActewAGL Distribution  
Cnr Oakden & Anketell Streets  
Greenway ACT 2900  
Telephone: 02 6893 5880  
Email: [enworks@actewagl.com.au](mailto:enworks@actewagl.com.au)

### **A2.3.18 Lighting Requirements**

The Developer shall be responsible for the design, approval and construction of lighting identified as offsite works in all adjacent roads, intersections, relevant shared paths and open space areas, and other works to be upgraded by the Developer.

The Developer will need to liaise with ActewAGL during the initial planning phase of the development to confirm the existing network connection.

All urban municipal lighting shall be designed to Design Standards for Urban Infrastructure (DSUI) and the Standard Specification for Urban Infrastructure Works (SSUIW) and constructed to TCCS approval. Control of the obtrusive effect of outdoor lighting has to be assessed and designed in accordance with current standards. The Developer and/or agent shall consult TCCS to determine the extent of works and design standards and include in the design submission Iso Lux diagrams for the lighting design and the lighting schedule. The Developer shall obtain connection approval from service provider ActewAGL for network connection. The cost of relocation or damage to any existing assets shall be borne by the Developer. The contact for street lighting matters is TCCS Asset Acceptance.

All external lights within the Site must comply with Australian Standards AS4282 Control of the obtrusive effects of outdoor lighting.

#### **A2.3.18.1 Project Specific Requirements**

The Developer is required to provide or upgrade lighting in pedestrian walkways, shared paths, recreation open spaces where required, intersections and road verges provided by or affected by the development of the Site.

The Developer is required to address Mount Stromlo Observatory Light Pollutant Impacts (refer to clause A2.5.6).

#### **A2.3.19 House Numbers and Hydrant Markers**

At each fire hydrant location, adjacent to a road the Developer shall provide and install a hydrant marker. Hydrant markers are to be installed in accordance with the Icon Water - Water Supply and Sewerage Standards - Drawing No. WSS 027.

All reflective components shall conform to AS 1906 Retro-reflective Materials and Devices for Road Traffic Control Purposes.

#### **A2.3.20 Information on Environmental Protection**

Under the *Environment Protection Act 1997*, a person conducting an activity on a site of 0.3 hectares or more is required to enter into an Environmental Protection Agreement or hold an Environmental Authorisation with the Environment Protection Authority.

The Developer or its construction manager shall design, construct and implement all required environment protection measures as necessary to control Water, Air and Noise pollution issues. These measures are set out in the "Information on Environmental Protection", relevant legislation, and the directions of the relevant authorities are in Appendix (i). The information on Environmental Protection is available from the Planning and Land Authority shopfront.

The Developer shall prevent dust entering the adjacent estates by following a program of continuous dust laying and watering the areas of the Estate being worked.

For each outfall from the Holding Lease with a catchment equal to or in excess of 1 hectare in area, the Developer shall construct a temporary pollution control pond with a minimum capacity

of 150 cubic metres per hectare of catchment for the purpose of intercepting all stormwater flows exiting the Holding Lease.

The Developer must allow for the temporary pollution control pond to be wholly contained within the boundaries of the Holding Lease and for all costs associated with the design, construction, management and maintenance, and removal and restoration at the time of expiration of the Holding Lease.

These settlement ponds after approved dosing may be discharged into a water quality control pond and under no circumstances shall they be directly discharged into the stormwater system.

Environment Protection Guidelines for "Construction and Land Development in the ACT" are available from the Environment Protection Authority or can be viewed online at [http://www.environment.act.gov.au/data/assets/pdf\\_file/0019/146233/Construction\\_and\\_land\\_guidelines.pdf](http://www.environment.act.gov.au/data/assets/pdf_file/0019/146233/Construction_and_land_guidelines.pdf).

Any queries in relation to this section can be obtained by contacting:

Environment Protection Authority  
Level 2 Nth Bldg, Dame Pattie Menzies House  
16 Challis Street  
Dickson ACT 2602  
Telephone: 132 281

With any introduction of water restrictions, Developers shall provide plans detailing what steps are to be taken to secure a source of water for the project during construction. The plan should detail the following:

- recycling of water;
- source of water (where water is to be sourced from a waterway, approval is required from the EPA Water Resources Unit, contact 132 281);
- use of storage dams on the Site; and
- other methods used to minimise water use (alternative for dust suppression may be to minimise disturbed areas during construction through staging of works).

#### **A2.3.21 Protection of Existing Works**

Protection of existing works including footpaths, cyclepaths, bushfire protection measures, roadworks, services, grassing, floodways, log barriers, fences and landscaping within and adjacent to the lease boundary shall be the responsibility of the Developer. The Developer must ensure that all existing and new landscape infrastructure is fully protected during the construction process. To assist in the protection of the above works, where applicable, the Developer shall utilise a temporary fencing mechanism to restrict access to unleased Territory Land (open space) areas and/or through existing suburbs to this Estate.

The Developer is also responsible for maintaining and the management of fuel loads in the bushfire protection zones until a Final Certificate is issued by the Territory.

The Developer is responsible for the maintenance and cleaning out of all ponds and Gross Pollutant Traps (GPT) draining the Site until and just prior to the issue of a Final Certificate.

**A2.3.22 Landscape Management and Protection Plan**

The Developer must prepare a Landscape Management and Protection Plan that complies with “Guidelines for the Protection of Public Landscape Assets Adjacent to Development Works Ref-04” to be submitted to Asset Acceptance for approval.

**A2.3.23 Acoustic Protection**

The Developer shall consider possible traffic noise intrusion into the area of the Holding Lease. The Developer shall accommodate any traffic noise intrusion by appropriate high quality urban design and planning of any buildings on consequent leases.

The sound protection shall be an integral part of the housing and lease landscaping requiring minimum maintenance by the Territory. The Developer is to submit sufficiently detailed plans of the measures proposed to the Estate Manager for approval. The plans shall include, amongst others, detail engineering design and material specification.

The Developer shall accommodate any constraints caused by traffic noise intrusion in the planning of consequent lease boundaries or building design controls in conditions contained in the consequent leases.

The Developer shall also take into consideration noise impacts associated with the adjacent Stromlo Forest Park (refer clause A2.5.5).

The Developer shall liaise with the Authority listed below before commencing and concluding acoustic protection design:

Environment Planning and Sustainable Development Directorate  
Major Project and Transport  
Dame Pattie Menzies House  
16 Challis Street  
Dickson ACT 2602  
Telephone: 132281

**A2.3.24 Access for Maintenance Authorities**

The Developer is required to liaise with and provide access to all service authorities who own assets within the holding lease area.

## **A2.4 CONDITIONS RELATING TO CONSEQUENT LEASES**

### **A2.4.1 General**

The Development Application approval of an Estate Development Plan approves the subdivision of the holding lease into blocks and the provision of infrastructure. All blocks must comply with the requirements of the Territory Plan and any special planning requirements at variance to current code provisions of the Territory Plan will need approval and the Authority's agreement to a Technical Amendment/s or Full Variation to the Territory Plan prior to the lodgement of the Estate Development Plan as a Development Application. Such Technical Amendments will not actually occur until after the Estate Development Plan has been approved.

The approved staging plan in Annexure A4 will form the basis of the batch of leases to be issued for each approved stage. Partial issue of leases within an approved stage will not be considered.

### **A2.4.2 Subdivision – Multi-Unit Sites**

Prospective lessees are advised that each block is offered for development and retention as a single, unsubdivided lease. An application for subdivision, however, may be made in accordance with the *Unit Titles Act 2001* to create individual parcels for each unit permitted in a multi-unit lease. It should be noted, however, that in such instances the Territory will not accept applications for subdivision into individual leases, the creation of public roads or the vesting of land or services in the Territory unless the following requirements are met with:

- a) Plans of the whole site shall be submitted to and approved by the Territory at the time of lodgement of first plans for design and siting consideration which meet the requirements as specified under clause A2.1.2;
- b) In the case of hydraulic services that are to become part of the public system, these must be designed and built in accordance with the current Guidelines published by Icon Water (for water and sewerage) and by TCCS (for stormwater). All certificates, inspections and approvals required by these documents must be obtained before the services will be accepted by the Territory.

### **A2.4.3 Alterations to Subdivision**

Alterations to the Estate Development Plan shown on Sheet # of Annexure A1 which involve subdivision, the creation of additional public roads or the vesting of further land or services in the Territory will not be considered unless:

- a) each intended consequent lease is separately accessed from an abutting external public road;
- b) each intended consequent lease will be serviced by separate public utility services in accordance with Territory practice;
- c) no concentrated discharge of surface stormwater occurs from one intended lease to an adjacent one;
- d) proposed public roads have been approved by the Relevant Authority prior to the commencement of works; and
- e) the requirements identified in **clause A2.1.2** can be satisfied.

### **A2.4.4 Request for Consequent Leases**

The Developer is required to submit a written request for each stage of consequent leases. The request will contain the following information:

- Estate Name and Stage;
- a complete schedule of blocks in the stage in accordance with the approved staging plan;
- number of dwellings permitted on each block, including the minimum or maximum number of units and special conditions (e.g. surveillance unit must be built over double garage);
- the purpose clause for each block; and
- any other special lease conditions (e.g. shared driveways, carcourts, Community Title).

#### **A2.4.5 Utility Assets within the Holding Lease**

All discrete Utility plant, whether existing or proposed, such as pumping stations, mobile phone towers, wind turbines, electrical substations, telecommunication facilities, and the like, within that portion of the Holding Lease that is being surrendered under the terms of clause 5.2 of this Deed, are to be located on a separate parcel of land, with an assigned block and section number, and depicted on the Deposited Plan.

## **A2.5 OTHER SPECIAL PROJECT CONDITIONS AND GUIDELINES**

### **A2.5.1 Places of Heritage/Cultural Significance**

The Developer's attention is drawn to the *Heritage Act 2004* (the Act) which provides for the protection and management of places and objects of heritage significance, and for all Aboriginal places and objects.

Prior to any Development Application being lodged for Denman Prospect 2 Estate, the Developer is to:

1. Develop and obtain ACT Heritage Council approval of an Aboriginal heritage interpretation outcome within the Cravens Creek corridor, as part of the Denman Prospect 2 development.

This heritage interpretation outcome is required as part of the 'Conservation Management Plan' for the Aboriginal grinding groove site recorded as 'MV18' and located within the Denman Prospect 1B area. Delivery of this outcome as part of the Denman Prospect 2 Estate is also a Land Development Agency commitment to the ACT Heritage Council, dated 24 March 2016.

The Aboriginal heritage interpretation outcome is to be developed in consultation with the Representative Aboriginal Organisations, and should be informed by recommendations presented within the "*Indigenous (RAO) Cultural Heritage Management Action and Conservation Plan for Site MV18 Molonglo 2 Grinding Grooves*" (Aboriginal Archaeologists Australia 2016); which can be provided by the ACT Heritage Council on application.

2. Undertake additional archaeological salvage of the following Aboriginal places located within the Denman Prospect 2 Estate: MV1; MV2; MV4; MV5; MV6; MV9; MV16; MVF1; MVF3; MVF7; MVF9, MVF12; and MVF13. Approval for additional archaeological salvage is to be obtained from the ACT Heritage Council under Section 61H of the *Heritage Act 2004* prior to the commencement of archaeological salvage.
3. Prepare and seek ACT Heritage Council endorsement of a cultural heritage assessment of any potential development impacts to the registered 'Lower Molonglo Geological Site' which is located adjacent to Denman Prospect 2 Estate in Special Area 6. This assessment should consider direct and indirect effects of development to the heritage place, and if effects are identified, provide recommendations that will ensure its conservation and responsible management.
4. Prepare and seek ACT Heritage Council endorsement of an 'Unanticipated Discovery Protocol' (UDP), to describe how any additional Aboriginal places and objects encountered within Denman Prospect 2 Estate will be managed.

The Denman Prospect 2 Estate contains a historic survey marker tree, recorded as 'MHS1'. Prior heritage assessment of the marker tree concluded that it does not meet the heritage significance criteria set out in the *Heritage Act 2004*. Conservation of the marker tree is therefore not a *Heritage Act 2004* requirement; however, the ACT Heritage Council would support its retention if possible. Should development impacts to be marker tree be proposed, an archival recording of the marker tree is to be undertaken in accordance with professional standards and submitted to the ACT Heritage Council for its records.

Further information on *Heritage Act 2004* requirements may be obtained from ACT Heritage on 13 22 81 or [heritage@act.gov.au](mailto:heritage@act.gov.au).

### **A2.5.2 Places of Ecological Significance**

Areas of ecological significance (mature and over mature trees or clumps of trees with native under storey) are to be considered within the design of the suburb.

Notwithstanding any work already undertaken by the Territory, as described in clause A2.1.5, additional environmental referrals or approvals may be required.

A referral under the *EPBC Act 1999* may be required and must be made and endorsed by the relevant Commonwealth Authority prior to the submission of the first Estate Development Plan. If any further referrals under the EPBC Act 1999 are required, they are to be at the Developers cost.

Additional approvals may also be required under the relevant ACT Government legislation.

### **A2.5.3 Serviced Land to be returned to the Territory**

In addition to its other obligations under the Deed, the Developer shall service and hand back to the Territory at no charge the following land in accordance with clause A2.2.6.2.

#### **A2.5.3.1 Serviced land within Special Areas**

In accordance with clause A2.5.9 and A3.1 provide a Community Garden on a serviced block suitable for hand over to the Territory. The block must be appropriately zoned for an outdoor recreation facility and capable of lease issue.

In accordance with clause A2.1.3(a) provide serviced blocks appropriately zoned and capable of lease issue for a school with a minimum area of 3.5 ha, an oval with a minimum area of 1.0 ha and playing courts with a minimum area of 0.5 ha suitable for hand over to the Territory.

In accordance with clause A2.2.6.2(e) and A3.1, design and construct a CRIP on a serviced block with a minimum area of 1.5 ha, suitable for handover to the Territory. The block must be appropriately zoned for an outdoor recreation facility and capable of lease issue.

#### **A2.5.3.2 Identification of Serviced land**

At the Indicative Development Plan stage, the Developer shall negotiate all blocks to be handed back with the Estate Manager to ensure blocks are in accordance with Territory standards and requirements. The Developer will include a feasibility development plan demonstrating each proposed hand back site as suitable for its purpose and meets Territory requirements.

The IPD and EDP submissions cannot be submitted to the Estate Manager for consideration unless the LDA provides a letter of endorsement and supports the blocks as suitable for return to the Territory.

### **A2.5.4 Contamination Assessment and Remediation**

The Territory has engaged consultants who have undertaken a number of detailed contamination studies. A Phase 1 Contamination Assessment and a Phase 2 Contamination Assessment have been carried out for the Site. A Site audit has been undertaken for the Estate and the Site Audit Statement has been endorsed by the EPA. The Site has been found suitable for the proposed and permitted uses by an independent auditor and the findings endorsed by the EPA subject to the implementation of an auditor-endorsed unexpected finds protocol. The document entitled "Unexpected Finds Protocol Molonglo Stage 2" by AECOM Australia Pty Ltd dated 15 March 2013 has been approved for this purpose.

The Developer shall develop an Unexpected Finds Protocol for Unexploded Ordinance for approval by the EPA.



In completing the above works, the Developer is required to follow the endorsed site audit statements and Unexpected Finds Protocol and will be responsible for the cost of suitably qualified consultants, auditors and any fees or costs associated with any remediation works or obtaining any further approval of the works by the EPA.

The Developer will be required to address any further contamination issues relating to the Site including any remediation at its own cost.

#### **A2.5.5 Stromlo Forest Park**

Developer should be aware that Stromlo Forest Park (SFP) is currently managed by Territory Venues and Events (TVE), which is an ACT Government Agency. SFP is a facility designed to host major sporting and similar events and it is likely that SFP will regularly host major events. As part of the planning for these events, TVE may seek and be granted Environmental Authorisations to enable amplified commentary or music to exceed allowable noise limits, which may be audible to residents in the Estate during event times.

#### **A2.5.6 Mount Stromlo Observatory Light Pollutant Impacts**

Developments within a 5km radius of the Mount Stromlo Observatory are required to protect the night sky from light pollution to aid in the ongoing operations of the Observatory.

The Developer must design Estate layouts to ensure that lighting is not directed upwards and/or towards the Stromlo Observatory and that the impacts of light pollution are minimised. This includes consideration of the design and placement of street lights, illuminated signage, the orientation of roads (and direction of car headlights) and other related issues.

In addition, Developers should make land purchasers aware of the proximity of Mount Stromlo Observatory and the need to minimise light pollution. This includes:

- that external exterior lights should not be directed upwards and / or towards the Stromlo Observatory; and
- that land purchasers should consider the choice of materials, colours and finishes that are illuminated at night.

#### **A2.5.7 Solid Fuel Heating Systems**

The Developer notes requirements related to Solid Fuel Heating Systems restrictions will be incorporated into the Memorandum of Provisions in all Consequent Crown Leases. The Developer must not install or use a solid fuel heating system in any dwelling without the prior written approval of the Territory (currently represented in this capacity by EPSDD). The Developer must also inform potential Buyers of such a restriction prior to sale of any part of the Land.

#### **A2.5.8 Cat Containment**

The Territory amended the Domestic Animals Act 2000 (ACT) to protect native wildlife in the Molonglo River Corridor. This requires all cats in designated areas to be kept inside the owner's home or in an enclosed outdoor run at all times. The Developer must inform potential Buyers of Territory legislation regarding cat containment prior to sale of any part of the Land.

#### **A2.5.9 Community Garden**

Land for the cultivation of produce primarily for personal use by those people undertaking the gardening, including demonstration gardening or other environmental activities which encourage the involvement of schools, youth groups and citizens in gardening activities, is to be designed, constructed and returned to the Territory. The design and construction of the Community

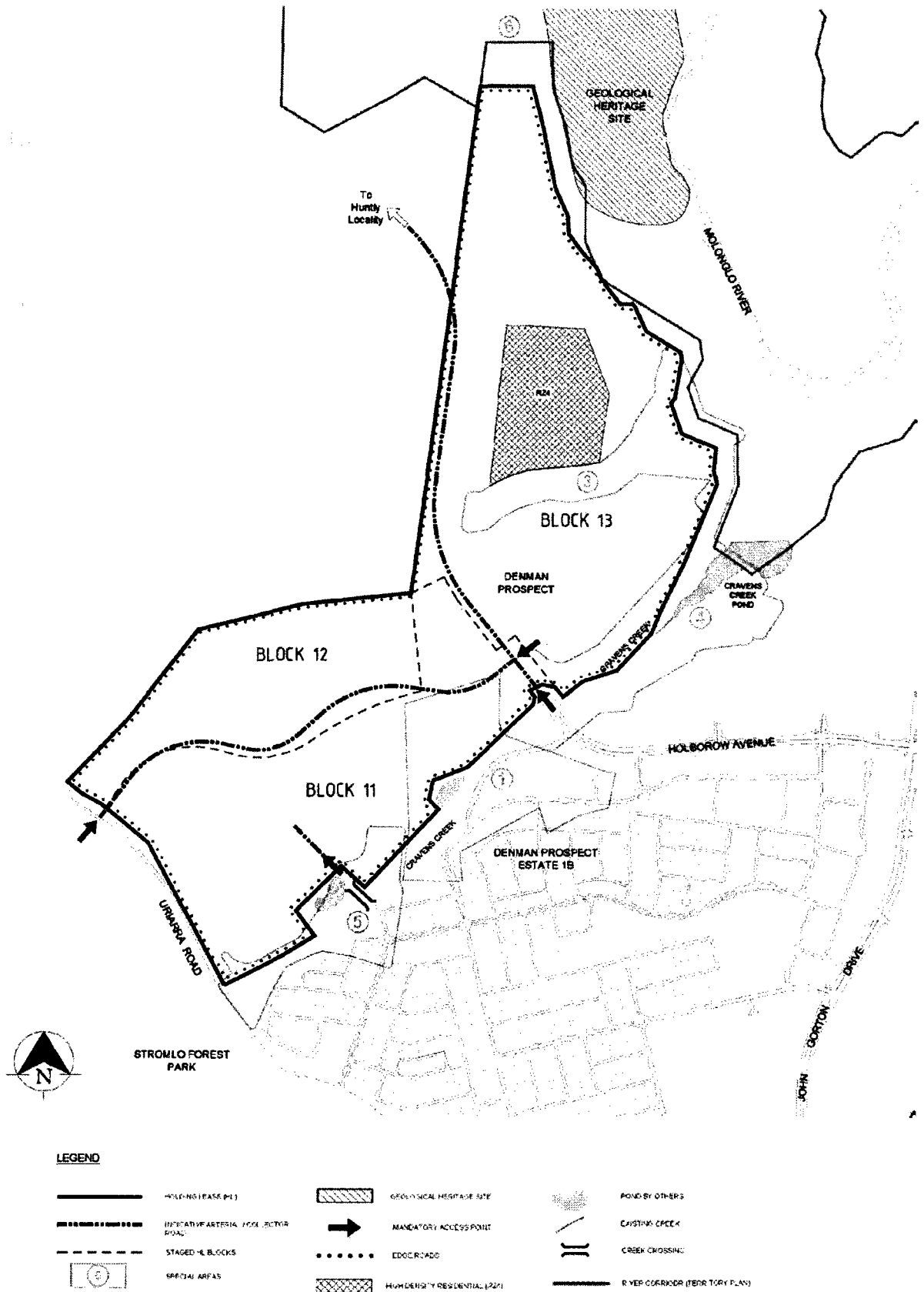
Garden should provide facilities that meet all Relevant Authority requirements and address the following criteria as a minimum:

- (a) provide a separate block capable of lease issue as 'an outdoor recreation facility' to the Territory;
- (b) a block with a minimum area of 2500m<sup>2</sup> or as required by the Relevant Authorities;
- (c) the Community Garden is to be designed to Relevant Authorities requirements, including meeting the requirements of the *Guide to Community Gardens in the ACT* published by the Environment, Planning and Sustainable Development Directorate, February 2016 or equivalent can be viewed online at [http://www.planning.act.gov.au/topics/significant\\_projects/planning\\_studies/community\\_gardens\\_in\\_the\\_act/guide\\_to\\_community\\_gardens\\_in\\_the\\_act](http://www.planning.act.gov.au/topics/significant_projects/planning_studies/community_gardens_in_the_act/guide_to_community_gardens_in_the_act);
- (d) the land should be of a suitable and appropriate gradient, orientation and be positioned in or adjacent to Special Areas 1 or 4, ideally in close proximity to a school or childcare facility;
- (e) the Community Garden design is to be submitted for endorsement with the IDP submission;
- (f) provide security fencing for the perimeter of the block to deter anti social behaviour and animals;
- (g) access for members through a lockable gate or gates;
- (h) suitably sized garden beds with appropriate soils for organic gardening;
- (i) adequate water supply, providing at least 1 tap per 4 garden plots with a water meter accessible from outside the perimeter fence;
- (j) community facilities including a covered area for BBQs, meeting and sheltering from the sun and rain;
- (k) a children's play space;
- (l) storage areas for soils;
- (m) a minimum 6m by 8 m storage shed on a concrete slab for tools and hoses etc;
- (n) a composting area;
- (o) a notice board;
- (p) an adequate power supply where required; and
- (q) other associated works as required by approvals.

No further leases will be issued until the Community Garden is completed and accepted by the Territory for handover in accordance with the schedule in Annexure A4.

The Certificate of Practical Completion for the Community Gardens will be issued by the Estate Manager on behalf of the Territory.

Specific Planning Requirements Plan



**ANNEXURE A3**

**LEASES PLAN AND LIST**

### A3.1 LIST OF LEASES

SECTION	BLOCKS	DWELLING
To be completed by Developer	To be completed by Developer	To be completed by Developer

The total dwellings including multi-unit sites for the Estate is to be a maximum of 1210 dwellings.

The Developer shall service and hand back to the Territory at no charge the following sites in accordance with clause A2.5.3:

- (a) a serviced block to accommodate a school, oval and associated play courts (refer clause A2.2.6.2);
- (b) a serviced block to accommodate a CRIP (refer clause A2.2.6.2); and
- (c) a block to accommodate a Community Garden (refer to clause A2.5.10).

The hand back sites proposed to be individual blocks are to be appropriately zoned prior to being handed back to the Territory.

A table summarising the uses and GFA is to be included in any Development Application submission detailed in Annexure A2.

Notes:

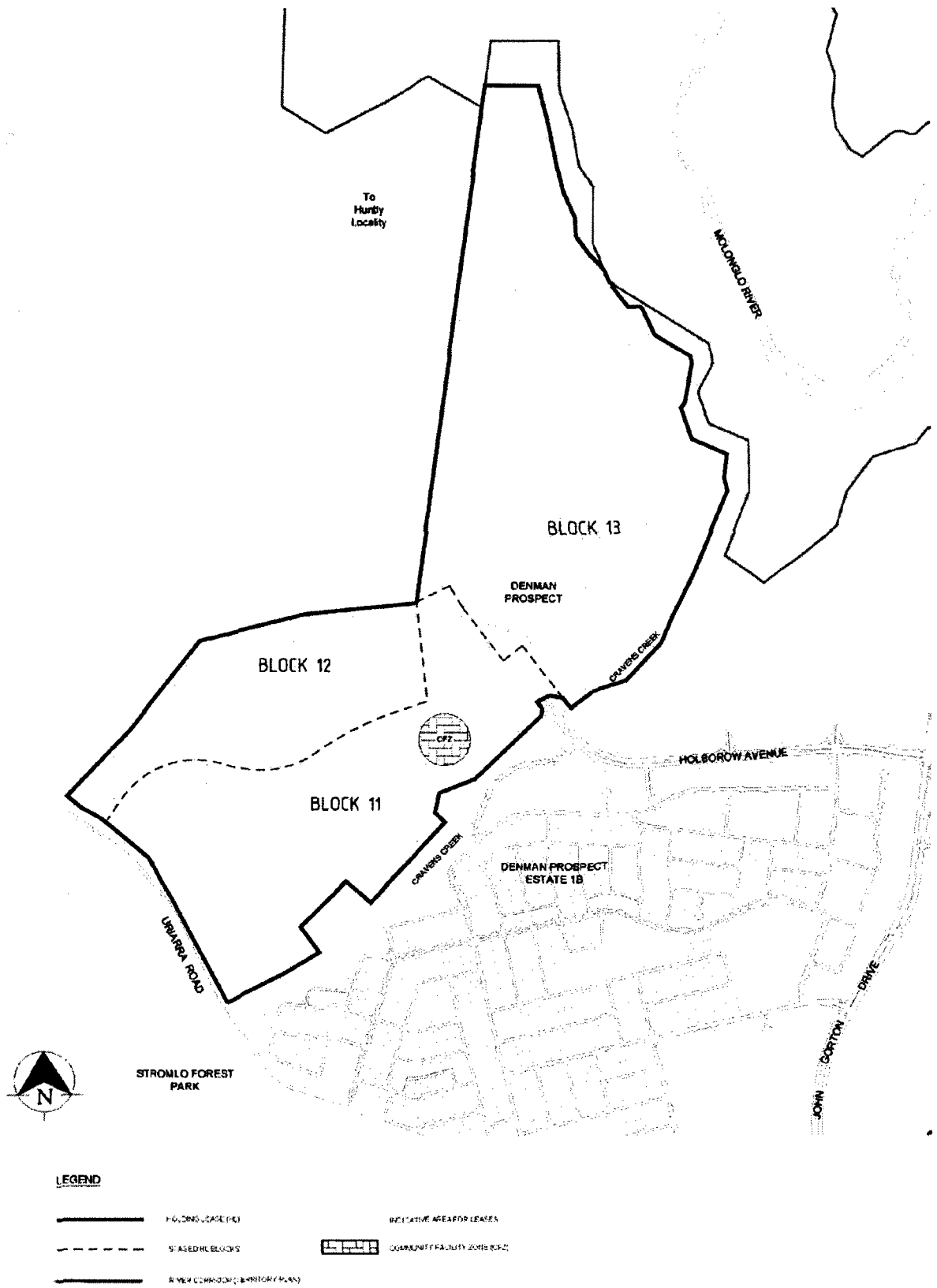
1. The following abbreviations shall be used when completing the list of Leases.

<b>SR1</b>	<b>Single Residential</b>	<b>0 - 250 square metres</b>
<b>SR2</b>	<b>Single Residential</b>	<b>251 - 350 square metres</b>
<b>SR3</b>	<b>Single Residential</b>	<b>351 - 450 square metres</b>
<b>SR4</b>	<b>Single Residential</b>	<b>451 - 650 square metres</b>
<b>SR5</b>	<b>Single Residential</b>	<b>650 + square metres</b>
<b>MU</b>	<b>Multi-Unit (number of dwellings)</b>	

**A table summarising the blocks by type and quantity is to be included on the EDP submission detailed in clause A2.1.2.**

2. Block and Section numbers refer to relevant areas depicted and identified on the leases plan.

Leases Plan and List



**ANNEXURE A4**

**STAGES PLAN WITH PROGRAM**

## **A4.1 STAGES AND PROGRAM**

### **A4.1.1 General**

The Developer shall in accordance with the provisions of **clause 3.1** of the Deed prepare a Stages Plan and Program conforming with the requirements of **clauses A4.1.2 and A4.1.3** below.

The Stages Plan mentioned above shall be submitted to the Estate Manager with the Estate Development Plan submission. This plan will be circulated to Relevant Authorities for comment. After consideration of these comments the Estate Manager will give consideration to approval of the Staging Plan separate to the EDP DA approval. Subsequent changes to the approved staging plan will require Agency consultation, support and separate approval by the Estate Manager.

The approved staging plan will form the basis of:

1. Batches of consequent leases to be issued; and
2. Practical Completion of works to be handed back to the Territory.

### **Definitions**

#### **Civil works**

All works listed in Annexure A1 with the exception of building works, Open Space landscaping, Street Tree planting, drive ways and verge works.

#### **Open space landscaping**

All landscaping, including the provision and installation of furniture, playgrounds and associated items, on the estate with the exception of street tree planting and verge works within the road reserves.

### **A4.1.2 Stages**

The Works detailed in Annexure A1 shall be completed in one or more stages.

Each of the individual Stages containing consequent leases shall contain provision for a batch of not less than **sixty (60)** consequent leases to be issued upon Practical Completion of that stage, unless otherwise approved by the Estate Manager.

- 1) The following works are required to be delivered in individual stages.
  - a) A separate stage for areas that may be affected by the Cravens Creek road crossing and the external pond works by Denman Prospect 1B Estate (refer clause A2.3.8.4 and A2.3.9.3);
  - b) A separate stage for areas affected by odour plumes to be mitigated by Territory works.
- 2) Civil Works and Open Space Landscaping
  - a) All civil works required to be handed back to the Relevant Authority within the stage including road, hydraulic and other service connections, to the public system, shall be able to operate as a standalone subdivisional unit and /or an integrated component of the public infrastructure.
  - b) Landscaping of public open space (excluding street tree planting) contiguous with a Stage of the civil works shall be carried out as part of that Stage or the



succeeding Stage, with the exception of landscaping of public open space contiguous with the final Stage of the civil works, which shall be carried out as part of that Stage.

- c) Careful consideration shall be given by the Developer to criteria relevant to access, hydraulic services and service authority requirements.
  - d) The hand back sites shall be incorporated in a stage contiguous with a Stage of the civil and landscaping works to be carried out as part of that Stage.
- 3) Street Tree Planting, Footpaths and Driveways
- a) Street tree planting and footpaths, unless otherwise specified, shall be combined and carried out during the construction of individual stages.
  - b) Repair of verge grassing and any missing or damaged street trees and footpaths will be carried out by the Developer progressively upon completion of dwellings to the satisfaction of the Estate Manager. The Developer is to provide a schedule of works upon request of the Estate Manger.
  - c) Driveway construction may be carried out progressively upon completion of dwellings erected after the issue of consequent leases.

#### **A4.1.3 Program**

The whole of the works shall be completed within **ninety six (96) months** the date of execution of the Deed.

##### 1) Civil Works

Stages shall be commenced in numerical order however work on individual stages may proceed concurrently.

- a) The following works will be completed prior to the start of any construction works on the Holding Lease:
  - (i) All fencing works, both temporary and permanent, relevant to a stage (refer to clause A2.2.9);
  - (ii) Works required to provide water to stock (refer to clause A2.2.10).
- b) The stage which includes handover of separate serviced blocks for the school and oval including works to provide a pedestrian connection to the local centre must be completed no later than **five (5) years** after the execution of the Deed. No consequent leases shall be issued after this date until these works are completed to the satisfaction of the Territory.
- c) A stage which includes handover of Community Gardens must be completed no later than **five (5) years** after the execution of the Deed. No consequent leases shall be issued after this date until these works are completed to the satisfaction of the Territory.
- d) The stage which includes handover of the CRIP must be completed no later than **five (5) years** after the execution of the Deed. No consequent leases shall be issued after this date until these works are completed to the satisfaction of the Territory.
- e) The landscaping in each of the following areas must be completed within stages that also contain the residential consequent leases adjacent to each of these areas:

- i) Special Area 4;
- ii) Special Area 5;
- iii) The Northern Watercourse Open Space in Special Area 3; and
- iv) The Park in Special Area 6.

No consequent leases shall be issued after this date until these works are completed to the satisfaction of the Territory.

- f) Unless defined elsewhere, offsite works detailed in clause A2.3.2 shall be completed concurrently with the relevant estate development stages.
  - g) Offsite works detailed in clause A2.3.2 and Interdependent and/or Scheduled Engineering Services detailed in clause A2.3.3 shall be fully completed within **ninety six (96) months** of the date of execution of the Deed of Agreement. After **96 months**, no further consequential leases shall be issued until these works are completed to the satisfaction of the Territory.
  - h) In preparing its program the Developer shall take into consideration completion dates for any roads and services being constructed by adjacent Developers and the Territory. Liaise with the adjacent Developers and the Territory where necessary to ascertain all relevant anticipated completion dates.
  - i) Leases for up to 20% of the total number of dwelling units will be withheld until clause A2.1.8.4 has been fulfilled to the satisfaction of the Estate Manager.
- 2) Street Tree Planting, Footpaths and Driveways
- a) Street tree planting and footpaths, unless otherwise specified, shall be combined and carried out during the construction of individual stages.
  - b) Driveway construction may be carried out upon completion of dwellings erected after the issue of consequent leases.

**ANNEXURE A5**

**GENERAL**

**A5.1 GENERAL**

- |   |          |   |
|---|----------|---|
| 1. The Estate Manager shall be:   | c.6.20   | Manager<br><br>Deed Management - Planning Delivery<br>Division – Environment, Planning and<br>Sustainable Development Directorate |
| 2. Address for service of documents   | cl.6.7   | 16 Challis Street<br><br>Dickson ACT 2602   |
| 3. The amount of security for:  | cl.6.4   |   |
| General Performance Undertaking   | cl.6.4.1 | \$NIL .....   |
| Interdependent works and Scheduled<br>Engineering Services  | cl.6.4.2 | \$NIL .....   |
| 4. The date for giving possession of site is:   | cl.4.4   | The date of execution of this Deed by the<br>latest executing party.  |
| 5. The time for completion of the whole of<br>the Works shall be  | A4       | Reference Annexure A4   |
| 6. The Stages of the Works shall be those<br>set out in   | A4       | Reference Annexure A4   |
| 7. The Stages of the Works shall be the<br>time specified in respect of that stage of<br>the Works in the Stages Plan with<br>Program | A4       | Reference Annexure A4   |
| 8. The Defects Liability Period in respect<br>of each Stage of the Works shall be   | cl.6.6   | <b>Fifty two (52)</b> weeks from the relevant<br>Certificate of Practical Completion  |
| 9. Liquidated damages for the<br>Interdependent Works and Scheduled<br>Engineering Services   | cl.6.4.4 | \$NIL ...../week  |



**CUSTOMER SERVICE CENTRE  
DAME PATTIE MENZIES HOUSE  
16 CHALLIS STREET  
DICKSON ACT 2602**

**PHONE: 62071923**

## LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

**LAND:** Please provide details of the land you are enquiring about.

<b>Unit</b>	<b>0</b>	<b>Block</b>	<b>11</b>	<b>Section</b>	<b>1</b>	<b>Suburb</b>	<b>DENMAN PROSPECT</b>
-------------	----------	--------------	-----------	----------------	----------	---------------	------------------------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991 and Planning & Development Act 2007

- |  | <b>No</b> | <b>Yes</b>   |
|--|-----------|--------------|
| 1. Have any notices been issued relating to the Crown Lease?   | ( X )     | ( )          |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease?   | ( X )     | ( )          |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/>   | ( X )     | ( )          |
| Certificate Number:  |           | Dated:       |
| 4. Has an application for Subdivision been received under the Unit Titles Act?   |           | (see report) |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?  |           | (see report) |
| 6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? |           | (see report) |
| 7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land?  |           | (see report) |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)   |           | (see report) |
| 9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007?  |           | (see report) |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?   |           | (see report) |

Customer Service Centre

Date: 27-MAY-22 08:37:44

Applicant's Name :

E-mail Address :

Client Reference :

Axiotis, Carol

conveyancing@claytonutz.com

80171326

**Did you know? Lease Conveyancing enquiries can be lodged electronically at [www.canberraconnect.act.gov.au](http://www.canberraconnect.act.gov.au)  
For further information, please contact the Lease Conveyancing Officer on 62071923**



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

27-MAY-2022 08:37

**PLANNING AND LEASE MANAGER (PaLM)**  
**LEASE CONVEYANCING ENQUIRY REPORT**

Page 1 of 4

**INFORMATION ABOUT THE PROPERTY**

**DENMAN PROSPECT Section 1/Block 11**

**Area(m2):** 476,240.7

**Unimproved Value:** \$57,000,000

**Year:** 2021

**Subdivision Status:** Application not received under the Unit Titles Act.

**Heritage Status:** Nil.

**Assessment Status:** The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.

**DENMAN PROSPECT Section 1/Block 12**

**Area(m2):** 259,373.5

**Subdivision Status:** Application not received under the Unit Titles Act.

**Heritage Status:** Nil.

**Assessment Status:** The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.



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**PLANNING AND LEASE MANAGER (PaLM)  
 LEASE CONVEYANCING ENQUIRY REPORT**

Page 2 of 4

**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

**Application** DA202038139      **Lodged** 01-FEB-21      **Type** See Subclass

**-- Application Details -----**

**Description**

PROPOSAL FOR ESTATE DEVELOPMENT PLAN - Estate Development for Denman Prospect 2 Estate - Stage 2 (Block 13 Section 1) Services and other infrastructure to service 461 single residential blocks, 26 Multi-unit sites capable of accommodating 753 dwellings, areas of open space, a mixed use site, and community garden facility, off-site works and associated works.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Molonglo Valley	Denman Prospect	1	11-11	
Molonglo Valley	Denman Prospect	1	13-13	

**-- Involved Parties -----**

Role	Name
Lessee	Capital Estate Developments
Lessee	Environment Planning & Sustain
Applicant	Capital Estate Developments
Representor	Daniels, Niklas
Representor	Rasanen, Kirk
Representor	Lim, Ricky
Representor	Kershaw, Jack
Representor	Wang, Jessie

**-- Activities -----**

Activity Name	Status
Impact Track	Approval Conditional

**DEVELOPMENT APPLICATIONS ON THE ADJACENT PROPERTIES (LAST 2 YEARS ONLY)**

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at [http://www.planning.act.gov.au/topics/design\\_build/da\\_assessment/exempt\\_work](http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work)

Sect	Blk	DA No.	Description	Overlay Policy	Status
0	511	202139705	PROPOSAL FOR PUBLIC WORKS Construction of new on-road cycle lanes, widening of the existing road, extension to 3 existing stormwater culverts, reconfiguration	Approval Conditional	21-MAR-22



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**PLANNING AND LEASE MANAGER (PaLM)  
LEASE CONVEYANCING ENQUIRY REPORT**

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0	511		of existing intersection to accommodate new cycle lanes, removal and re-installation of road barriers, rails and fencing, regrading of drainage channels and batters, landscaping, tree removal, service relocation, street lighting, and other associated works.	
1	13	202037497	PROPOSAL FOR TREE REMOVAL - Clearit Approval Conditional of pine trees in preparation for the upcoming bushfire season, sediment and erosion control works, site stabilisation and other associated works.	09-OCT-20
1	13	202038139	PROPOSAL FOR ESTATE DEVELOPMENT Approval Conditional PLAN - Estate Development for Denman Prospect 2 Estate - Stage 2 (Block 13 Section 1) Services and other infrastructure to service 461 single residential blocks, 26 Multi-unit sites capable of accommodating 753 dwellings, areas of open space, a mixed use site, and community garden facility, off-site works and associated works.	29-SEP-21
2	7	202037798	PROPOSAL FOR PUBLIC WORKS Approval Conditional Proposed John Gorton Drive expansion comprising of 1.7km dual carriageway, a new 225 metre bridge over the Molonglo River, separated share paths, two new signalised intersections, bridge pier footings, lighting and servicing, stormwater management, tree removal, landscape rehabilitation and other associated works.	12-FEB-21
2	7	202037205	PROPOSAL FOR SIGNAGE - Installation of temporary solar powered directional pole sign and associated works.	01-OCT-20

**LAND USE POLICIES**

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <http://www.legislation.act.gov.au/ni/2008-27/current/default.asp>

**CONTAMINATED LAND SEARCH**

Information is not recorded by the Environment Protection Authority regarding the contamination status of the land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.





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**PLANNING AND LEASE MANAGER (PaLM)**  
**LEASE CONVEYANCING ENQUIRY REPORT**

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**ASBESTOS SEARCH**

ACT Government records indicate that asbestos (loose fill or otherwise) is not present on this land. However, the accuracy of this information is not guaranteed. If the property was built prior to 1 January 2004, you should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos) on the premises.

**CAT CONTAINMENT AREAS**

Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: **BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA** (from 1 January 2017) **LAWSON, MOLONGLO, MONCRIEFF, THE FAIR** in north **WATSON, THROSBY** and **WRIGHT**. More information on cat containment is available at [www.tams.act.gov.au](http://www.tams.act.gov.au) or by phoning Access Canbe

**TREE PROTECTION ACT 2005**

The Tree Protection Act 2005 protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Territory and Municipal Services website [http://www.tams.act.gov.au/parks-recreation/trees\\_and\\_forests/act\\_tree\\_register](http://www.tams.act.gov.au/parks-recreation/trees_and_forests/act_tree_register) or for further information please call Access Canberra on 132281

----- END OF REPORT -----

**AUSTRALIAN CAPITAL TERRITORY**  
**TITLE SEARCH**

**LAND**

Denman Prospect Section 1 Block 13 on Deposited Plan 11553

Lease commenced on 23/10/2020, granted on 23/10/2023, terminating on 01/01/2028

Area is 77.97 hectares or thereabouts

**Proprietor**

CAPITAL ESTATE DEVELOPMENTS PTY LIMITED

LEVEL 4 PLAZA OFFICES WEST, 21 TERMINAL AVENUE, CANBERRA AIRPORT ACT 2609

**REGISTERED ENCUMBRANCES AND INTERESTS**

Original title is **Volume 3005 Folio 496**

**Restrictions**

Market Value Lease: Current

Purpose Clause: Refer Crown Lease

Restriction on Transfer/Assignment: Applies For Term Of Lease

S.251 Planning and Development Act 2007: Applies For Term Of Lease

S.298 Planning and Development Act 2007: Current

Registered Date	Dealing Number	Description
23/02/2021	3059870	Application to Register a Crown Lease

***End of interests***

**ADMINISTRATIVE INTERESTS**

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

**ACT Planning and Land Authority** - For further information concerning the following administrative interests, please contact ACTPLA on (02) 6207 1923. ACTPLA administrative interests information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202038139	Development Application	01/02/2021	IMPACT TRACK - PUBLIC NOTIFICATION	APPROVAL CONDITIONAL	29/09/2021

**Description**

PROPOSAL FOR ESTATE DEVELOPMENT PLAN - Estate Development for Denman Prospect 2 Estate - Stage 2 (Block 13 Section 1) Services and other infrastructure to service 461 single residential blocks, 26 Multi-unit sites capable of accommodating 753 dwellings, areas of open space, a mixed use site, and community garden facility, off-site works and associated works.



<b>Product</b>	Title Details
<b>Date/Time</b>	27/05/2022 08:27AM
<b>Customer Reference</b>	80171326 CED
<b>Order ID</b>	20220527000073
<b>Cost</b>	\$31.00

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site works and associated works.

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# ORIGINAL

## HOLDING LEASE

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

Section 251  
Planning and  
Development Act  
2007 applies

Entered in Register Book Vol 3005 Folio 496

AUSTRALIAN CAPITAL TERRITORY

  
David Pryce  
Registrar-General



PLANNING AND DEVELOPMENT ACT 2007

23 FEB 2021

Australian Capital Territory (Planning and Land  
Management) Act 1988 (C'th) (ss 29, 30 & 31)

LESSEE

LAND

TERM  
COMMENCEMENT

INTERPRETATION

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the ~~twentythird~~ day of ~~October~~ Two thousand and twenty WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to CAPITAL ESTATE DEVELOPMENTS PTY LIMITED A.C.N. 137 573 623 having its registered office at Level 4, Plaza Offices West, Terminal Avenue Canberra Airport in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of 77.97 hectares or thereabouts and being Block 13 Section 1 Division of Denman Prospect as delineated on Deposited Plan Number 11553 in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term commencing on the ~~twentythird~~ day of ~~October~~ Two thousand and twenty ("the date of the commencement of the lease") and terminating on the first day of January Two thousand and twenty eight to be used by the Lessee for the purpose set out in Clause 2(e) of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times provided in this lease and UPON AND SUBJECT TO the covenants conditions and agreements in this lease.

I. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) "deed" means the deed of agreement between the Lessee and the Authority a copy of which comprises Attachment A to the lease registered as Vol 2362 Folio 23 in the Registrar-General's Office and which contains provisions as to planning, completion of the Works and associated activities;
- (d) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls, or from the centre lines of walls separating the building from any other building EXCLUDING any area used solely for rooftop fixed mechanical plant and/or basement carparking;

- (e) "Lessee" shall-
  - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (f) "premises" means the land and any building or other improvements on the land;
- (g) "Territory" means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) "works" means all the works and activities which the Lessee is or may be required to execute or engage in under the deed and includes design, remedial work, temporary work and variations of work;
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) 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.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- |                           |  |
|---------------------------|--|
| RENT                      | (a) That the Lessee shall pay to the Authority rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Authority relating thereto and served on the Lessee; |
| MANNER OF PAYMENT OF RENT | (b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra without any deduction whatsoever;      |
| COMPLETION OF WORKS       | (c) That the Lessee shall within ninety six (96) months from the date of execution of the deed or within such further time as may be approved in writing by the Authority complete the construction of the works;                |

- APPLICATION FOR LEASES (d) That the Lessee shall within six months or within such further time as may be approved in writing by the Authority from the date of the issue of the Certificate of Practical Completion (as defined in the deed) in relation to the completion of construction of a stage of the works (as referred to in Clause 2(c)) apply to the Authority for the grant of leases under the provisions of the Planning and Development Act 2007 in accordance with Clause 3(b) of this lease;
- PURPOSE (e) To use the premises only for the purpose of subdivision and constructing the works and building in accordance with the requirements of the deed;
- INDUSTRIAL CONDUCT UNDERTAKING (f) That the Lessee shall at all times from the date of the commencement of the lease until the completion of the works comply with the terms and conditions of the Industrial Conduct Undertaking which forms Schedule I to this lease;
- ADVERTISEMENTS (g) That the Lessee shall not display or permit to be displayed on the premises any advertisement sign or hoarding without the previous consent in writing of the Authority;
- CLEAN AND TIDY (h) That the Lessee shall at all times keep the premises clean tidy and free from debris dry herbage 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;
- ASSIGNMENT (i) That the Lessee shall not without the previous consent in writing of the Authority assign transfer or part with possession of the whole or any portion of the premises;
- SECURITY AND SAFETY (j) That the Lessee shall erect and maintain such barricades fencing signs and lighting as may be required in writing by the Authority to ensure the protection of the works and the safety and convenience of the general public;
- INDEMNITY AND INSURANCE (k) To indemnify and keep indemnified the Commonwealth, the Territory, the Authority, their officers servants and others employed in connection with this lease and the deed against all claims demands actions suits proceedings causes of action debts dues verdicts judgements costs and expenses in any way arising out of or by reason of anything done or omitted to be done by the Lessee its agents officers or employees including any contractor or contractors employed by the Lessee and any agent officer or employee of such a contractor pursuant to or as a consequence of the granting of this lease. The Lessee hereby undertakes to effect or cause to be effected and keep effective the following policies of insurance at all times during the continuance of this lease:
- (i) a policy insuring every agent officer and employee of the Lessee including any contractor or contractors employed by the Lessee in connection with the lease and every agent officer and employee of any such contractor against all loss damage or injury to the person or property of any such officer employee or contractor arising out of anything done or omitted to be done by the Lessee and any agent officer or employee of such a contractor pursuant to or as a consequence of the granting of this lease;

- (ii) an all risks public liability insurance policy to provide insurance cover against all loss injury or damage to any person or property other than the person or property of any agent officer or employee of the Lessee including any contractor or contractors employed by the Lessee in connection with the construction of the works and building and every agent officer and employee of such contractor arising out of anything done or omitted to be done by the Lessee or any of its agents officers or employees including any contractor or contractors employed by the Lessee and any agent officer or employee of such a contractor pursuant to or as a consequence of the granting of this lease whether such loss injury or damage is due to the negligence of the Lessee including any contractor or contractors employed by the Lessee in connection with the lease and any agent officer or employee of any such contractor or otherwise;

The amount insured shall be to the satisfaction of the Authority and the Lessee shall whenever reasonably required produce evidence of the currency of insurance with an insurer approved for this purpose by the Authority;

**BUILDING SUBJECT TO APPROVAL**

- (l) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the premises or make any structural alterations to any building on the premises;

**REPAIR**

- (m) That the Lessee shall at all times during the term of this lease maintain repair and keep in repair to the satisfaction of the Authority the works and building constructed in accordance with this lease and the deed;

**FAILURE TO REPAIR**

- (n) That if the Lessee has satisfactorily complied with the deed and if and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the works or building the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that such works or building is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the works or building and may require the Lessee to construct new works or building in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work will be paid by the Lessee to the Authority on demand and from the date of such demand until paid will for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

**RIGHT OF INSPECTION**

- (o) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority (under the terms of the deed) to enter and inspect the premises at all reasonable times and in any reasonable manner and to permit any person or persons authorised by the Authority access to the premises for the purpose of carrying out work additional to that undertaken by the Lessee under the deed;

**RATES AND CHARGES**

- (p) That the Lessee shall pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment;

PRESERVATION  
OF TREES

- (q) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
  - (ii) to which the Tree Protection Act 2005, applies.

3. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET ENJOYMENT

- (a) That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;

SURRENDER

- (b) That when the Lessee has obtained a Certificate of Practical Completion (as defined in the deed) in relation to the completion of construction of a stage of the works as specified in the deed as a separable part of the works to the satisfaction of the Authority the Lessee shall in accordance with the requirements of clause 5.2 of the deed surrender to the Authority this lease insofar as it relates to that stage and the Authority will grant to the Lessee under the provisions of the Planning and Development Act 2007 the relevant and specified separate leases in a form consistent with the deed;

NO COMPENSATION

- (c) Upon the expiration, surrender or sooner termination of all or part of the lease the Lessee shall not be entitled to receive any compensation from the Authority in respect of any buildings, erections or improvements upon the land.

4. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if;
- (i) any rent or other monies payable under this lease remains unpaid for three months next after the date appointed for payment thereof (whether such rent has been formally demanded or not); or
  - (ii) the works in accordance with Clause 2(c) of this lease are not completed within the period specified in the said Clause; or
  - (iii) the Lessee defaults in the performance or observance of any covenant condition or stipulation in the deed and fails to remedy that default in accordance with the provisions of the deed; or
  - (iv) the Lessee commits a breach of Clause 2(i) of this lease; or
  - (v) the Lessee fails to observe or perform any other of the covenants herein contained on the part of the Lessee to be observed or performed and has failed to remedy such breach within a period of three months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;



ACCEPTANCE OF RENT

- (b) That acceptance of rent or other monies by the Authority during or after any period or event referred to in Clause 4(a) will not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clause;

NOTICES

- (c) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease will be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF POWERS

- (d) 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:
- (i) the Authority;
  - (ii) 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
  - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

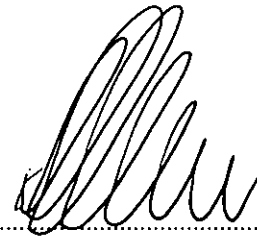
SCHEDULE 1

INDUSTRIAL CONDUCT UNDERTAKING

**CAPITAL ESTATE DEVELOPMENTS PTY LIMITED A.C.N. 137 573 623** having its registered office at Level 4, Plaza Offices West, Terminal Avenue Canberra Airport in the Australian Capital Territory hereby undertakes to the Authority that it will, while Lessee of the lease for Block 13 Section 1 Division of Denman Prospect, require any contractors and sub-contractors engaged in the undertaking of any works required to comply with the building and development covenant to be included in the lease for the Blocks to maintain a good industrial record and in particular undertake to:-

- a) comply with relevant awards, enterprise agreements and the National Employment Standards;
- b) prohibit "all in" or cash-in-hand payments;
- c) ensure good safety practices in accordance with the Work Health and Safety Act 2011 and other relevant legislation; and
- d) comply with the Fair Work Act 2009 in dealing with claims for payments relating to periods of industrial action.

Signed by  
**CAPITAL ESTATE DEVELOPMENTS** )  
**PTY LIMITED (A.C.N. 137 573 623)** by )  
its attorney **Danielle Mildren, Partner Clayton** )  
**Utz, pursuant to Power of Attorney ACT** )  
**Registration No. 0143707** )



.....  
Signature of Attorney



.....  
Signature of Witness

**Carol Axiotis**

.....  
Name of witness in full

IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this Lease.

Signed by **Sonja Clarkson** )  
a delegate authorised to execute this lease )  
on behalf of the Commonwealth in the )  
presence of **Natalie Maree Lacey** )

*S. Clarkson*  
.....  
Delegate

*Natalie Lacey*  
.....  
Witness

Signed by  
**CAPITAL ESTATE DEVELOPMENTS** )  
**PTY LIMITED (A.C.N. 137 573 623)** by )  
its attorney **Danielle Mildren, Partner Clayton** )  
**Utz, pursuant to Power of Attorney ACT** )  
**Registration No. 0143707** )

*[Handwritten Signature]*  
.....  
Signature of Attorney

*[Handwritten Signature]*  
.....  
Signature of Witness

**Carol Axiotis**  
.....  
Name of witness in full



**CUSTOMER SERVICE CENTRE  
DAME PATTIE MENZIES HOUSE  
16 CHALLIS STREET  
DICKSON ACT 2602**

**PHONE: 62071923**

## LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

**LAND:** Please provide details of the land you are enquiring about.

<b>Unit</b>	<b>0</b>	<b>Block</b>	<b>13</b>	<b>Section</b>	<b>1</b>	<b>Suburb</b>	<b>DENMAN PROSPECT</b>
-------------	----------	--------------	-----------	----------------	----------	---------------	------------------------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991 and Planning & Development Act 2007

- |  | <b>No</b> | <b>Yes</b>   |
|--|-----------|--------------|
| 1. Have any notices been issued relating to the Crown Lease?   | ( X )     | ( )          |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease?   | ( X )     | ( )          |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/>   | ( X )     | ( )          |
| Certificate Number:  |           | Dated:       |
| 4. Has an application for Subdivision been received under the Unit Titles Act?   |           | (see report) |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?  |           | (see report) |
| 6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? |           | (see report) |
| 7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land?  |           | (see report) |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)   |           | (see report) |
| 9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007?  |           | (see report) |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?   |           | (see report) |

Customer Service Centre

Date: 27-MAY-22 08:37:59

Applicant's Name :

E-mail Address :

Client Reference :

Axiotis, Carol

conveyancing@claytonutz.com

801717326

**Did you know? Lease Conveyancing enquiries can be lodged electronically at [www.canberraconnect.act.gov.au](http://www.canberraconnect.act.gov.au)  
For further information, please contact the Lease Conveyancing Officer on 62071923**



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

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27-MAY-2022 08:37

**PLANNING AND LEASE MANAGER (PaLM)**  
**LEASE CONVEYANCING ENQUIRY REPORT**

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**INFORMATION ABOUT THE PROPERTY**

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**DENMAN PROSPECT Section 1/Block 13**

**Area(m2):** 779,725.3

**Subdivision Status:** Application not received under the Unit Titles Act.

**Heritage Status:** Nil.

**Assessment Status:** The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.



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**PLANNING AND LEASE MANAGER (PaLM)  
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**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

**Application** DA202038139      **Lodged** 01-FEB-21      **Type** See Subclass

**-- Application Details -----**

**Description**

PROPOSAL FOR ESTATE DEVELOPMENT PLAN - Estate Development for Denman Prospect 2 Estate - Stage 2 (Block 13 Section 1) Services and other infrastructure to service 461 single residential blocks, 26 Multi-unit sites capable of accommodating 753 dwellings, areas of open space, a mixed use site, and community garden facility, off-site works and associated works.

**-- Site Details -----**

<b>District</b>	<b>Division</b>	<b>Section</b>	<b>Block(s)</b>	<b>Unit</b>
Molonglo Valley	Denman Prospect	1	11-11	
Molonglo Valley	Denman Prospect	1	13-13	

**-- Involved Parties -----**

<b>Role</b>	<b>Name</b>
Lessee	Capital Estate Developments
Lessee	Environment Planning & Sustain
Applicant	Capital Estate Developments
Representor	Daniels, Niklas
Representor	Rasanen, Kirk
Representor	Lim, Ricky
Representor	Kershaw, Jack
Representor	Wang, Jessie

**-- Activities -----**

<b>Activity Name</b>	<b>Status</b>
Impact Track	Approval Conditional



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**PLANNING AND LEASE MANAGER (PaLM)  
 LEASE CONVEYANCING ENQUIRY REPORT**

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**Application** DA202037497      **Lodged** 18-AUG-20      **Type** See Subclass

**-- Application Details -----**

**Description**

PROPOSAL FOR TREE REMOVAL - Clearing of pine trees in preparation for the upcoming bushfire season, sediment and erosion control works, site stabilisation and other associated works.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Molonglo Valley	Denman Prospect	1	13-13	

**-- Involved Parties -----**

Role	Name
Lessee	Suburban Land Agency
Applicant	Capital Estate Developments
Representor	Mcinerney, Karen

**-- Activities -----**

Activity Name	Status
Impact Track	Approval Conditional

**DEVELOPMENT APPLICATIONS ON THE ADJACENT PROPERTIES (LAST 2 YEARS ONLY)**

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at [http://www.planning.act.gov.au/topics/design\\_build/da\\_assessment/exempt\\_work](http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work)

Sect	Blk	DA No.	Description	Overlay Policy	Status
1	11	202038139	PROPOSAL FOR ESTATE DEVELOPMENT PLAN - Estate Development for Denman Prospect 2 Estate - Stage 2 (Block 13 Section 1) Services and other infrastructure to service 461 single residential blocks, 26 Multi-unit sites capable of accommodating 753 dwellings, areas of open space, a mixed use site, and community garden facility, off-site works and associated works.	Approval Conditional	29-SEP-21
2	7	202037798	PROPOSAL FOR PUBLIC WORKS Proposed John Gorton Drive expansion comprising of 1.7km dual carriageway, a new 225 metre bridge over the Molonglo River,	Approval Conditional	12-FEB-21



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**PLANNING AND LEASE MANAGER (PaLM)**  
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2	7		separated share paths, two new signalised intersections, bridge pier footings, lighting and servicing, stormwater management, tree removal, landscape rehabilitation and other associated works.	
2	7	202037205	PROPOSAL FOR SINAGE - Installation of temporary solar powered directional pole sign and associated works.	Approval Conditional 01-OCT-20

**LAND USE POLICIES**

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <http://www.legislation.act.gov.au/ni/2008-27/current/default.asp>

**CONTAMINATED LAND SEARCH**

Information is not recorded by the Environment Protection Authority regarding the contamination status of the land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.

**ASBESTOS SEARCH**

ACT Government records indicate that asbestos (loose fill or otherwise) is not present on this land. However, the accuracy of this information is not guaranteed. If the property was built prior to 1 January 2004, you should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos) on the premises.

**CAT CONTAINMENT AREAS**

Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA (from 1 January 2017) LAWSON, MOLONGLO, MONCRIEFF, THE FAIR in north WATSON, THROSBY and WRIGHT. More information on cat containment is available at [www.tams.act.gov.au](http://www.tams.act.gov.au) or by phoning Access Canbe

**TREE PROTECTION ACT 2005**

The Tree Protection Act 2005 protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Territory and Municipal Services website [http://www.tams.act.gov.au/parks-recreation/trees\\_and\\_forests/act\\_tree\\_register](http://www.tams.act.gov.au/parks-recreation/trees_and_forests/act_tree_register) or for further information please call Access Canberra on 132281

---- END OF REPORT ----





CAPITAL ESTATE DEVELOPMENTS PTY LIMITED  
C/- DANIELLE MILDREN  
LEVEL 10  
2 PHILLIP LAW STREET  
CANBERRA ACT 2601

Our reference: 7132311599186

Phone: 13 28 66

23 August 2022

## Your foreign resident capital gains withholding clearance certificate

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

Hello,

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

Notice number	2410711394857
Vendor name	CAPITAL ESTATE DEVELOPMENTS PTY LIMITED
Clearance Certificate Period	22 August 2022 to 22 August 2023

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

Yours faithfully,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.