

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

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
						Denman Prospect
Seller	Full name	CAPITAL ESTATE DEVELOPMENTS PTY LIMITED				
	ACN/ABN	137 573 623				
	Address	Level 4 Plaza Offices - West, Terminal Avenue, CANBERRA AIRPORT ACT 2609				
Seller Solicitor	Firm	Clayton Utz				
	Email	conveyancing@claytonutz.com				
	Phone	02 6279 4036	Ref Alfonso del Rio / Carol Axiotis			
	DX/Address	GPO Box 9806, CANBERRA ACT 2601				
Stakeholder	Name	Clayton Utz Canberra Trust Account				
Seller Agent	Firm					
	Email					
	Phone		Ref			
	DX/Address					
Restriction on Transfer	Mark as applicable	<input type="checkbox"/> Nil	<input checked="" type="checkbox"/> section 370	<input type="checkbox"/> section 280	<input type="checkbox"/> section 306	<input type="checkbox"/> section 351
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease	<input type="checkbox"/> Land Rent Lease			
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession	<input type="checkbox"/> Subject to tenancy			
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Not Applicable				
Date for Registration of Units Plan		Not Applicable				
Date for Completion						
Electronic Transaction?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, using Nominated ELN:			
Land Tax to be adjusted?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes			
Residential Withholding Tax	New residential premises?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes			
	Potential residential land?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes			
	Buyer required to make a withholding payment?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes (insert details on p.3)			
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No	<input type="checkbox"/> Yes			
	Clearance Certificates attached for all the Sellers?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes			

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

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

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

Seller signature CAPITAL ESTATE DEVELOPMENTS PTY LIMITED by its attorney pursuant to Power of Attorney ACT Registration No. 0143707	Buyer signature
Seller witness name and signature	Buyer witness name and signature

Seller Disclosure Documents

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

- Crown lease of the Land (including variations)
- Current certified extract from the land titles register showing all registered interests affecting the Property
- Deposited Plan for the Land
- Energy Efficiency Rating Statement
- Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- If there is an encumbrance not shown on the land titles register — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- Lease Conveyancing Inquiry Documents for the Property
- Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an “off-the-plan purchase”)
- Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).
- Regulated Swimming Pool documentation required under section 9 (1)(ja) of the Sale of Residential Property Act (on and from 1 May 2024).

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

- Units Plan concerning the Property
- Current certified extract from the land titles register showing all registered interests affecting the Common Property
- Unit Title Certificate
- Registered variations to rules of the Owners Corporation
- (If the Unit is an Adaptable Housing Dwelling) drawings and plans demonstrating compliance with Australian Standard AS 4299-1995 (Adaptable Housing) as in force from time to time
- (If the Owners Corporation is a party to a Building Management Statement) Building Management Statement

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

Damages for delay in Completion – applicable interest rate and legal costs and disbursements amount (see clause 22)

Interest rate if the defaulting party is the Seller	% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$550.00 (GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

Schedule 1

RW Certificate

Supplier	Name	Capital Estate Developments Pty Ltd as Trustee for the Capital Estate Developments Trust		
	ABN	22 117 906 634	Phone	02 6275 2254
	Business address	Plaza Offices West, Level 4 Plaza Offices West, Terminal Avenue, Canberra Airport ACT 2609		
	Email	conveyancing@claytonutz.com		
Residential Withholding Tax	Supplier's portion of the RW Amount:			100%
	RW Percentage:			7%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			
	Is any of the consideration not expressed as an amount in money?	<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes
	If 'Yes', the GST inclusive market value of the non-monetary consideration:	\$ Not Applicable		
	Other details (including those required by regulation or the ATO forms):			

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 Seller is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:		\$	
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):		\$	
	Is any of the consideration not expressed as an amount in money?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	
	If 'Yes', the GST inclusive market value of the non-monetary consideration:		\$	
	Other details (including those required by regulation or the ATO forms):			

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

If there is a dispute, the Law Society encourages the use of informal procedures such as negotiation, independent expert appraisal or mediation to resolve the dispute.

Exchange of Contract

- 1 An Agent, authorised by the Seller, may:
 - insert:
 - the name and address of, and contact details for, the Buyer;
 - the name and address of, and contact details for, the Buyer Solicitor;
 - the Price;
 - the Date of this Contract,
 - insert in, or delete from, the Goods; and
 - exchange this Contract.
- 2 An Agent must not otherwise insert, delete or amend this Contract.
- 3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

The Seller agrees to sell and the Buyer agrees to buy the Property for the Price on these terms:

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

Adaptable Housing Dwelling has the meaning in the Sale of Residential Property Act;

Agent has the meaning in the Sale of Residential Property Act;

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;

- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

Building Act means the *Building Act 2004* (ACT);

Building and Development Provision has the meaning in the Planning Act;

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

Building and Compliance Inspection Report has the meaning in the Sale of Residential Property Act;

Building Management Statement has the meaning in the Land Titles Act;

Business Day means any day other than a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory;

Class A Unit has the meaning in the Sale of Residential Property Act;

Common Property for a Unit has the meaning in the Unit Titles Act;

Common Property for a Lot that forms part of a Community Title Scheme has the meaning in the Community Title Act;

Community Title Act means the *Community Title Act 2001* (ACT);

Community Title Body Corporate means the entity referred to as such in the Community Title Act;

Community Title Management Statement has the meaning in the Community Title Act;

Community Title Master Plan has the meaning in the Community Title Act;

Community Title Scheme has the meaning in the Community Title Act;

Completion means the time at which this Contract is completed and **Completed** has a corresponding meaning;

Compliance Certificate means a certificate issued for the Lease under section 296 of the *Planning and Development Act 2007*, Division 10.12.2 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

Covenant includes a restrictive covenant;

Default Notice means a notice in accordance with clause 18.5 and clause 18.6

Default Rules has the meaning in the Unit Titles Management Act;

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

Disclosure Update Notice has the meaning in section 260(2) of the Property Act;

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

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

Excluded Change has the meaning in section 259A(4) of the Property Act;

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

Land Titles Act means the *Land Titles Act 1925* (ACT);

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

Property Act means the *Civil Law (Property) Act 2006* (ACT);

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

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

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

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

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

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

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

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

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

Unapproved Structure has the meaning in the Sale of Residential Property Act;

Unit means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;

Unit Entitlement for the Unit has the meaning in the Unit Titles Act;

Unit Title is the Lease together with the rights of the registered lessee of the Unit;

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

Unit Titles Act means the *Unit Titles Act 2001* (ACT);

Unit Titles Management Act means the *Unit Titles (Management) Act 2011* (ACT);

Units Plan means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*; and

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

1.2 In this Contract:

- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- the singular includes the plural, and the plural includes the singular;
- a reference to a person includes a body corporate;
- a term not otherwise defined has the meaning in the Legislation Act; and
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

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

1.4 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.

1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.

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

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

1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

2. Terms of payment

2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.

2.2 The Deposit becomes the Seller’s property on Completion.

2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) 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.

2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.

2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.

2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).

2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

- 3.1 The Lease is or will before Completion be granted under the Planning Act.
- 3.2 The Lease is transferred subject to its provisions.
- 3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.
- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

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

5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.
- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
 - 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
 - 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
 - 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
 - 6.2.2 the Buyer is not entitled to vacant possession, then the Buyer may either:
 - 6.2.3 rescind; or
 - 6.2.4 complete and sue the Seller for damages.
- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
 - 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
 - 6.4.2 a wall being or not being a party wall or the Property being affected by an

easement for support or not having the benefit of an easement for support;

- 6.4.3 any change in the Property due to fair wear and tear before Completion;
- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
- 6.4.6 the ownership or location of any dividing fence;
- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

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

- 7.1.1 the Seller will be able to complete at Completion;
- 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
- 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
- 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

- 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
- 7.2.2 the Seller will have the capacity to complete;
- 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
- 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property;
- 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
- 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
- 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a

Non-Land Rent Lease and not a Land Rent Lease.

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

8. Adjustments

- 8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges, provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.
- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.
- 9.2 If the Property is sold subject to a tenancy, the Seller has:
 - 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
 - 9.2.2 completed the tenancy summary on page 2 of this Contract.
- 9.3 If the Property is sold subject to a tenancy:
 - 9.3.1 the Seller warrants that except as disclosed in this Contract:
 - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
 - (b) if applicable, the Seller has complied with the Residential Tenancies Act;

- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
- (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
 - (i) the Prescribed Terms; and
 - (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

- 11.1.2 any notices issued by any authority in relation to the Land and Improvements.

12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
 - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;
 - 12.1.2 obtain approval for any Development conducted on the Land;
 - 12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;
 - 12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
 - 12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13. Electronic transaction

- 13.1 In this clause 13, the following words mean:

Adjustment Figures mean details of the adjustments to be made to the Price under this Contract;

Completion Time means the time of day on the Date for Completion when the Electronic Transaction is to be Completed;

Conveyancing Transaction has the meaning given in the Participation Rules;

Digitally Signed has the meaning given in the Participation Rules and **Digitally Sign** has a corresponding meaning;

Discharging Mortgagee means any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the Lease to be transferred to the Buyer;

ECNL means the *Electronic Conveyancing National Law (ACT) Act 2020 (ACT)*;

Effective Date means the date on which the Conveyancing Transaction is agreed to be an Electronic Transaction under clause 13.2.2 or, if clause 13.2.1 applies, the Date of this Contract;

Electronic Document means a caveat, a Crown lease or an instrument as defined in the Land Titles Act which may be created and Digitally Signed in an Electronic Workspace;

Electronic Transaction means a Conveyancing Transaction to be conducted for the parties by their legal representatives as Subscribers using an ELN and in accordance with the ECNL and the Participation Rules;

Electronic Transfer means a transfer of the Lease under the Land Titles Act to be prepared and Digitally Signed in the Electronic Workspace established for the purposes of the parties' Conveyancing Transaction;

Electronic Workspace has the meaning given in the Participation Rules;

Electronically Tradeable means a land title dealing that can be lodged electronically;

ELN has the meaning given in the Participation Rules;

FRCGW Remittance means a remittance which the Buyer must make in accordance with the Withholding Law and clauses 51.4 to 51.8;

GSTRW Payment means a payment which the Buyer must make in accordance with the Withholding Law and clauses 53.5 to 53.9;

Incoming Mortgagee means any mortgagee who is to provide finance to the Buyer on the security of the Lease and to enable the Buyer to pay the whole or part of the price;

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

Mortgagee Details mean the details which a party to the Electronic Transaction must provide about any Discharging Mortgagee of the Land as at Completion;

Nominated ELN means the ELN specified in the Schedule;

Participation Rules mean the participation rules as determined by the ECNL;

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

Title Data means the details of the title to the Lease made available to the Electronic Workspace by the Land Registry.

- 13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:
- 13.2.1 this Contract says that it is an Electronic Transaction; or
- 13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.
- 13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or
- 13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.
- 13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.4.1 each party must:
- (a) bear equally any disbursements or fees; and
- (b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and
- 13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.
- 13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:
- 13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;
- 13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;
- 13.5.3 the parties must conduct the Electronic Transaction:
- (a) in accordance with the Participation Rules and the ECNL; and
- (b) using the Nominated ELN, unless the parties otherwise agree;
- 13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

- Land Registry as a result of this transaction being an Electronic Transaction; and
- 13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.
- 13.6 The Seller must within 7 days of the Effective Date:
- 13.6.1 create an Electronic Workspace;
- 13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and
- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace:
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or

the Buyer's mortgagee at the time of financial settlement; and

13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.

13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:

13.15.1 holds them on Completion in escrow for the benefit of the other party; and

13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

14. Off the plan purchase and Compliance Certificate

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply:

14.1.1 where the Seller is obliged to construct Improvements by Completion, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached; and

14.1.2 on or before Completion, the Seller must at the Seller's expense give to the Buyer evidence that a Compliance Certificate has been obtained.

15. Goods

15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.

15.2 The Goods are included in the Price.

15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.

15.4 The Goods become the Buyer's property on Completion.

15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

16. Errors and misdescriptions

16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:

16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and

16.1.2 if the error is not corrected before Completion:

(a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and

(b) for an error that is not material — complete this Contract and make a claim for compensation.

16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.

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

17. Compensation claims by Buyer

17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:

(a) the total amount claimed exceeds 5% of the Price;

(b) the Seller gives notice to the Buyer of an intention to rescind; and

(c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and

17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:

(a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;

(b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest-bearing account at call in the name of

- the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (d) the decision of the arbitrator is final and binding;
 - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
 - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
 - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
 - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
- 18.3.1 not be in default; and

19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
- 19.1.1 sue the Buyer for breach; or
 - 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

* Alter as necessary

recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.

- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20. Termination – Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:

- 20.1.1 terminate and seek damages; or
- 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

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

22. Damages for delay in Completion

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

- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
- 22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
- 22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

at fault if Completion occurs later than 7 days after the Date for Completion.

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

- 22.3 The parties agree that:

- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
- 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

- 23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

- 23.2 This clause is an essential term.

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.

- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:

- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
- 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

- 24.4 If this Contract says this sale is the supply of a going concern:

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
- (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
 - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
- in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.
- 25. Power of attorney**
- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.
- 26. Notices claims and authorities**
- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
- 26.2.1 leave it at; or
 - 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,
- the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
- 26.2.3 serve it on that party's solicitor in any of the above ways; or
 - 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
 - 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 27. Unit title**
- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.
- 28. Definitions and interpretation**
- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".
- 29. Title to the Unit**
- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970 (ACT)*.
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.
- 30. Buyer rights limited**
- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in this Contract;

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

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

33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;

33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;

33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and

33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:

- (a) as set out in Schedule 4 to the Unit Titles Management Act; or

(b) in respect of a corporation established under the *Unit Titles Act 1970* (*repealed*) and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or

(c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;

except for any alterations to those rules registered under section 108.

33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.

33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.

33.4 For the purposes of clause 7, Property includes the Common Property.

33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.

34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

35.1 The parties must comply with the rules of the Owners Corporation in relation to notification of the sale and purchase of the Unit.

36. Unit Title Certificate

36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(7) of the Units Title Management Act for the Unit Title Certificate attached.

37. Unregistered Units Plan

Warning: The following clauses 37, 38 and 39 do not encompass all obligations, rights and remedies under Part 2.9 of the Property Act for off the plan contracts.

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.
- In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.
- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

Corporation from those set out in Schedule 4 of the Unit Title Management Act.

- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Unit Title Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of the Contract:
- 37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and
- 37.9.2 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals.
- 37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
- 38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3, were this Contract completed at the time it is rescinded; or
- 38.1.2 there would be a breach of a warranty provided in clause 37.10:
- (a) were this Contract completed at the time it is rescinded; and
- (b) the Buyer is significantly prejudiced by the breach,
- and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
- 38.2.1 under clause 38.1.1:
- (a) if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- (b) in any other case — not later than 14 days after the later of the following happens:
- (i) the Date of this Contract; and
- (ii) another period agreed between the Buyer and Seller ends; or

38.2.2 under clause 38.1.2 – at any time before the Buyer is required to complete this Contract.

38.3 If the Buyer rescinds this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

39. Claims for compensation

39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4, 33.3 or 37.10 were this Contract to be completed.

39.2 The Buyer may, by written notice given to the Seller:

39.2.1 tell the Seller:

- (a) about the breach; and
- (b) that the Buyer will complete this Contract; and

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

39.3.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or

39.3.2 in any other case – not later than 14 days after the later of the following happens:

- (a) the Buyer's copy of the Contract is received by the Buyer;
- (b) another period agreed between the Buyer and Seller ends.

39.4 The Buyer may not claim compensation under this clause 39 only because of the breach of a warranty related to an amendment to the Development Statement that is an Excluded Change.

40. Community title

40.1 The following clauses 41 to 50 inclusive apply if the Property is, or will on Completion form, a Lot within a Community Title Scheme.

41. Definitions and interpretation

41.1 A reference in these clauses 40 to 50 inclusive to a section or Part is a reference to a section or Part of the Community Title Act.

42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for

compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

43. Adjustment of contribution

43.1 Any adjustment under clause 8 must include an adjustment of the contributions to the fund under section 45.

44. Inspection of property

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

45. Unregistered Community Title Scheme

45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.

45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.

45.3 The Seller must attach a copy of the proposed Community Title Management Statement.

45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:

45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or

45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or

45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Lot described in the plan attached and referred to in the proposed Community Title Management Statement.

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the

Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

46. Incomplete development of Community Title Scheme

- 46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.
- 46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.
- 46.3 Without limiting the damages recoverable for breach of the warranty in clause 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

47. Incomplete development of Lot

- 47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.
- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
- 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the

Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

51.1 In this clause 51 the following words have the following meanings:

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

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

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

Relevant Price means the higher of:

- the Price (including GST); and
- the market value of the CGT Assets sold under this Contract;

as at the Date of this Contract;

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

Withholding Amount means, subject to clauses 51.6 and 51.7, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and

Withholding Law means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.

51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

51.4 If neither clauses 51.2 or 51.3 apply, then:

51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;

51.4.2 the Buyer must:

(a) lodge a purchaser payment notification form with the ATO; and

(b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

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

51.4.4 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 51.4.3 in payment of the Withholding Amount following Completion.

51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:

51.5.1 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

51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.

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

51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.

51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the Buyer that that Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

52. Deposit by Instalments

52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.

52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.

52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:

- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.

- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

- 53.1 In this clause 53 the following words have the following meanings:

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

RW Amount Information means the completed RW Amount details referred to on page 3 of this Contract; and

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

- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

* Alter as necessary

- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
 - 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

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Annexure A - Additional Clauses

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

54.1 Clause 53 is amended as follows:

- (a) Clause 53.1 in the definition of 'RW Amount' delete " the Buyer must pay" and replace with "must be paid";
- (b) Clause 53.2 delete
- (c) Clause 53.6 delete clause and replace with:

"53.6 Subject to clause 53.11, the Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer (or the relevant recipient of the supply within the meaning of the GST Act) by the ATO no later than 7 days prior to the Date for Completion."
- (d) Clause 53.8 delete " retain" and replace with "give to the Seller";
- (e) Clause 53.9 delete "Buyer" and replace with "Seller";
- (f) Clause 53.9.2 delete "Seller" and replace with "Buyer" and insert the words and numeral "by the date that is 5 Business Days after Completion" at the end of the sentence;
- (g) Clause 53.10 insert new clause:

"53.10 The Buyer and Seller must comply with all ATO requirements in relation to the Withholding Law and must also assist and co-operate with each other in order to ensure that those requirements are met. If necessary to give effect to this clause, the Buyer appoints the Seller as its agent for the purpose of completing any notification required to be given by the Buyer to the ATO."
- (h) Clause 53.11 insert new clause:

"53.11 The Seller may provide the Buyer with updated RW Amount Information at any time, and (if necessary) on more than one occasion, prior to Completion. If the Seller provides the Buyer with updated RW Amount Information in accordance with this clause, the Buyer must, within 2 Business Days of receipt of the RW Amount Information, provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO including the updated RW Amount Information."
- (i) Clause 53.12 insert new clause:

"53.12 The Seller indemnifies the Buyer against the amount of any penalties or interest charges imposed by the ATO on the Buyer (or the relevant recipient of the supply) arising from any failure by the Seller to forward the unendorsed bank cheque required by clause 53.9.1 to the ATO."

55. Potential Residential Land

55.1 If the 'Potential residential land?' is selected 'yes' and the Buyer (or the relevant recipient for GST purposes) is:

- (a) registered for GST purposes; and
- (b) acquiring the Land for a creditable purpose,

the Buyer must provide the Seller with a statement to that effect on the earlier of 14 days before the Date for Completion and if such a statement is provided the parties agree that notwithstanding any other provision of this contract, no RW Amount is required to be paid by the Buyer (or the relevant recipient of for GST purposes).

55.2 Where the Buyer has provided the statement referred to in clause 55.1, the Buyer indemnifies the Seller against the amount of any penalties or interest charges imposed by the ATO on the Seller (or the relevant entity making the supply of the Land).

56. **Requisitions on Title Excluded**

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

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

56.2 The Buyer understands and accepts that the existence of regrading, fill or other disability of or upon the Land may result in work for the construction of any building on the land being more extensive and expensive than it may otherwise have been in the absence of such regrading, fill or other disability.

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

57. **Seller's and Buyer's Warranties**

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

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

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

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

58.1 Clause 8 of this Contract is deleted.

58.2 Subject to clause 58.3:

- (a) the Seller is entitled to the rents and profits (**Income**) and is liable for all rates, land rent, land tax and other taxes and outgoings of a periodic

nature (**Land Charges**) up to and including the date of Completion after which the Buyer will be entitled to the Income and liable for the Land Charges; and

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

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

58.4 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.

59. **Errors and Misdescriptions**

59.1 Clauses 16 and 17 of this Contract are deleted.

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

59.3 If the Buyer makes a claim for compensation that exceeds 1% of the Price, the Seller may, within 14 days of receiving the claim, rescind this Contract, and clause 21 will apply.

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

60. **Damages for Delay in Completion**

60.1 Clause 22 of this Contract is deleted.

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

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

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

60.4 The Buyer agrees that:

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

60.5 This clause is an essential condition of this Contract.

61. Service of Notices

61.1 Clause 26 of this Contract is deleted.

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

61.3 Any notice may be served by:

(a) leaving it at; or

(b) sending it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

(c) by email to an address of the person to be served as stated in the Schedule (as updated or notified by that person from time to time) and, unless a notification is received by the sending party that it is not delivered or the email address is unattended, the notice is taken to have been received at the time it was sent and if not sent before 6:00pm on a Business Day, on the next Business Day; or

(d) serving it on that party's solicitor:

(i) in any of the above ways; or

(ii) by facsimile unless it is not received (a notice is taken to have been received at the time shown in the transmission report confirming that the whole facsimile was sent).

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

61.5 If a notice is served in accordance with clause 61.3(a), the notice is taken to have been received on the day that it is delivered or, if not delivered before 6:00pm on a Business Day, on the next Business Day.

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

62. Planning Conditions

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

63. Submission of Transfer

63.1 Clause 5.2 of this Contract is deleted.

63.2 The Seller will provide the Buyer with a Transfer (including the covenant and Acknowledgement Letter to Leasing Services) on or by the date that is 5 Business Days after the Date of this Contract.

63.3 The Buyer must return the Transfer (including the covenant and signed Acknowledgement Letter to Leasing Services), executed by the Buyer, within 10 Business Days of the date the Transfer is received by them under clause 63.1.

- 63.4 The Seller must execute the Transfer (including the covenant) and provide it to the Buyer at Completion.
64. **Restrictions on Transfer**
- 64.1 Clause 4 of this Contract is deleted.
- 64.2 The Lease is not subject to any restrictions on transfer or assignment except as disclosed in clause 64.3 and the Schedule.
- 64.3 The Building and Development Provision of the Lease has not been satisfied and Completion is conditional on the issue of a consent to the transfer of the Lease under Section 370 of the Planning Act (**Consent**).
- 64.4 Any fee payable in connection with the application for Consent must be paid by the Buyer.
65. **Restrictive Covenant**
- 65.1 The Buyer must, in the Transfer, covenant with the Seller in the form of the Restrictive Covenant.
- 65.2 The Buyer will in a good and workmanlike manner to the reasonable satisfaction of the Seller at its own expense construct on the Land a dwelling that complies with the Building and Siting Guidelines and in accordance with the Restrictive Covenant.
66. **Homes for Homes Initiative**
- 66.1 The Buyer acknowledges and agrees that:
- (a) The Seller is participating in the Homes for Homes Initiative.
 - (b) The Seller has or will enter into the Donation Deed which binds the Seller, the Buyer and future owners of the Land until the Buyer or a future owner elects to exercise its right to withdraw the Land from the Homes for Homes Initiative.
 - (c) By signing this Contract, the Buyer agrees (as Donor):
 - (i) to the terms set out in the Donation Deed in respect of the Land;
and
 - (ii) consents to the Buyer's details being provided to Homes for Homes for its use in operating the Homes for Homes Initiative.
- (b) Pursuant to the Donation Deed:
- (i) Homes for Homes is entitled to lodge the Permissive Caveat over the Land that permits subsequent dealings other than a transfer for which Homes for Homes consent is required;
 - (ii) Homes for Homes is required to give its consent to any dealings, and the Buyer may require a consent to be provided, at any time;
 - (iii) the Donor agrees to make a voluntary donation to Homes for Homes of 0.1% of the sale price when the Donor sells the Land;
and
 - (iv) Homes for Homes consents to the Donor, or a successor in title, withdrawing the Land from the Homes for Homes Initiative at any time.

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

67. Privacy

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

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

68. Driveway Crossovers

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

69. Deposit Bond

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

71. **Public Domain**

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

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

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

72. Building and Siting Guidelines

- 72.1 The Buyer must comply with the Building and Siting Guidelines, in respect of any dwelling to be constructed on the Land, to the satisfaction of the Seller.
- 72.2 No building or Improvements are to be erected on the Land without the written endorsement of the Seller.
- 72.3 The Seller:
- (a) may in its discretion amend or vary the Building and Siting Guidelines; and
 - (b) must provide to the Buyer copies of any varied or amended Building and Siting Guidelines.
- 72.4 Subject to clause 72.5, the Buyer may not make any objection, requisition or claim for compensation in respect of the Building and Siting Guidelines and/or any change or alteration to the Building and Siting Guidelines (whether resulting from the Planning and Land Authority's requirements or otherwise).
- 72.5 If a change is made to the the Building and Siting Guidelines which causes the Buyer a verifiable loss in excess of 5% of the Price, the Buyer may within 10 Business Days of being notified of the amended Building and Siting Guidelines rescind this Contract and clause 21 will apply.
- 72.6 The Seller will not unreasonably withhold its endorsement to the erection of any building or Improvements where they are in accordance with the Building and Siting Guidelines and the approval and consent of all relevant authorities.
- 72.7 The Buyer must obtain from the relevant authorities all approvals necessary to erect any buildings or Improvements on the Land and in accordance with the plans and specifications endorsed by the Seller.

73. Mandatory solar requirements

- 73.1 The Buyer must, in compliance with the Building and Siting Guidelines, install all the elements of a General Solar Installation including a minimum 6.6 kW solar array and a home energy management system, to service the dwelling that is to be constructed on the Land.
- 73.2 The Seller will provide the General Solar Installation to the Buyer for the Solar Amount.
- 73.3 The Solar Amount is payable by the Buyer to the Seller on Completion, additional to any other payments required on Completion.
- 73.4 The Buyer must:
- (a) provide such assistance, comply with all laws, processes and requirements; and
 - (b) execute such documents

as the Seller and / or the provider of the General Solar Installation may reasonably require so as to ensure that:

- (c) the General Solar Installation is installed;
- (d) the General Solar Installation is assigned to and will become the property of the Buyer following installation; and

- (e) any small scale technology certificates in relation to the General Solar Installation are assigned to the provider of the General Solar Installation such that the provider of the General Solar Installation will be entitled to all applicable rebates and / or subsidies for a 15 year period.

74. **Compliance Bond**

- 74.1 The Buyer will provide to the Seller at Completion the Compliance Bond as security for the performance of the Buyer's obligations in respect of clauses 71, 72 and 73 of this Contract.
- 74.2 The Seller will hold the Compliance Bond in accordance with this clause 74 and may, in its discretion, deposit the Compliance Bond into an interest bearing account and any interest earned on the Compliance Bond will be the Seller's.
- 74.3 The purpose of the Compliance Bond is to ensure the Buyer's compliance with:
 - (a) clause 72 (that the Buyer will erect on the Land a dwelling that complies with plans and specifications endorsed by the Seller);
 - (b) clause 73 (compliance with solar requirements);
 - (c) clause 71.1(a) (to ensure protection of the Public Domain); and
 - (d) clause 71.1(c) (no damage to Public Domain).
- 74.4 If at any time the Buyer is in default with respect to clauses 71, 72 or 73 then the Seller may without notice to the Buyer draw on the Compliance Bond and the amount drawn on will be applied against the damage suffered by the Seller by virtue of the breach.
- 74.5 Any Compliance Bond (or proportionate part of the Compliance Bond drawn on by the Seller) must be reinstated by the Buyer to the Seller within 5 Business Days of demand.
- 74.6 The Seller will return the Compliance Bond to the Buyer within 10 Business Days of the Buyer achieving Practical Completion (to the satisfaction of the Seller) as long as Practical Completion is achieved by the date that is no later than 18 months after Completion, after which time the Buyer agrees the Compliance Bond is forfeited to the Seller.
- 74.7 The Buyer must notify the Seller when it considers it has reached Practical Completion so that the Seller can inspect the Land and confirm that Practical Completion has been achieved to the satisfaction of the Seller.
- 74.8 The Buyer may pass on the cost of the Compliance Bond to the Buyer's builder by inserting in the form of building contract a requirement that the Compliance Bond be paid by the Buyer's builder.
- 74.9 The Buyer acknowledges that if the Buyer sells the Land, prior to the compliance requirements list in clause 74.3 being satisfied:
 - (a) the Compliance Bond will be refunded to the Buyer once Practical Completion has been achieved; and
 - (b) the Buyer's transferee (including any subsequent transferee) will have no right under this Contract or the Building and Siting Requirements with respect to a refund of the Compliance Bond.
- 74.10 If the Buyer (including any transferee) commences construction of Improvements on the Land without first obtaining Seller endorsement of its plans and specifications in

accordance with clause 72 then the Seller will be entitled immediately to pay the Compliance Bond to itself without accounting further to the Buyer.

74.11 The Buyer acknowledges that the amount of the Compliance Bond represents the agreed damages arising from the failure of the Buyer to comply with clause 71, clause 72 or clause 73.

75. Landscaping Contribution

75.1 If the Buyer:

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

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

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

by the date that is the later of:

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

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

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

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

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

76. **Use of Land**

76.1 The Buyer agrees that:

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

77. **Director's Guarantee**

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

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

78. **Merger**

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

79. **Bushfire Protection**

79.1 The Buyer acknowledges that the Land may be affected by legislation and regulations in connection with bushfire protection and that those requirements are subject to change.

80. **Cat Containment**

80.1 The Land is part of an area which has been declared to be a cat curfew area under the *Domestic Animals Act 2000* (ACT) and cats located within areas declared to be cat curfew areas must be confined to their keeper's or carer's premises at all times.

81. **Geotechnical Information**

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

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

82. **No Solid Fuel Heating**

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

83. **Terms of Payment**

83.1 Clauses 2 and 52 of this Contract are deleted.

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

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

- 83.4 If the Deposit is not paid on time in accordance with clause 83.3 or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default and immediately and without the notice otherwise necessary under clause 18, clause 19 will apply
- 83.5 The Buyer acknowledges that the Seller has an unconditional right:
- (a) to have a sum equal to 10% of the Price paid as Deposit on the making of this Contract; and
 - (b) to keep or recover that sum as set out in clause 19.1, if the Buyer defaults under this Contract.
- 83.6 Except if the Buyer provides a Deposit Bond in accordance with clause 69, and notwithstanding clause 83.2, the Seller agrees to accept payment of the Deposit in two instalments as follows:
- (a) 5% of the Price on the Date of this Contract (**First Instalment**); and
 - (b) 5% of the Price on the Date for Completion (**Second Instalment**),
- and in every respect time is of the essence of this clause 83.6.
- 83.7 The Stakeholder will hold the Deposit.
- 83.8 The Deposit becomes the Seller's property on Completion.
- 83.9 Completion must be effected on the Date for Completion or as otherwise determined by this Contract and if not so specified or determined, within a reasonable time.
- 83.10 The Buyer must pay to the Seller in Canberra on Completion the balance of the Price set out in the Schedule by unendorsed bank cheque.
- 83.11 The Buyer must give the Seller on Completion a written order signed by the Buyer or the Buyer's solicitor authorising the Stakeholder to account to the Seller for the Deposit.
- 83.12 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller's solicitor may direct in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

84. **Definitions and Interpretation**

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

Acknowledgement Letter	means a letter from the Buyer(s) stating the completion date within the Crown lease building covenants, that failure to build by the completion date will result in non-compliance and the Buyer(s) will be liable for any non-compliance fees incurred.
Additional Clauses	means the clauses in this Contract that are additional to the Printed Terms being clause 54 to clause 85.
Building and Sitting Guidelines	means the building and sitting guidelines applicable to the Land, a copy of which is attached as Annexure C .
Compliance Bond	means an amount of \$10,000.

Contract	means this contract for sale including the Printed Terms and these Additional Clauses and any annexure or schedule to it.
Deposit Bond	means either: <ul style="list-style-type: none"> (a) a Deposit Insurance Bond issued to the Seller at the request of the Buyer in form and substance satisfactory to the Seller; or (b) a bank guarantee issued by a bank operating in Australia in a form and substance satisfactory to the Seller.
Donation Deed	means the deed between the Seller as the Donor and Homes for Homes pursuant to which the Seller agrees to participate in the Homes for Homes Initiative.
General Solar Installation	includes: <ul style="list-style-type: none"> (a) a minimum 6.6 kW solar array consisting of the following (or equivalent): <ul style="list-style-type: none"> (i) one (1) inverter with 10 year warranty; (ii) array of solar panels (10 year product warranty and 25 year efficiency guarantee); (iii) ten (10) year workmanship warranty on installation; (iv) extra cost of metering in lieu of standard metering; and (v) Authority inspection fee (up to \$240.00 GST exempt); (b) panels mounted flat to the roof of a single level dwelling in a single array, (c) home energy management system, <p>and includes, if selected by the Buyer prior to the date of this Contract, a battery system,</p> <p>but does not include (and for which the Buyer may incur additional installation charges):</p> <ul style="list-style-type: none"> (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 <i>Heritage Act 2004</i> (ACT).
Heritage Register	is the heritage places register referred to in the Heritage Act.
Homes for Homes	means Homes for Homes Limited ACN 143 151 544, a 'not for profit' company limited by guarantee.
Homes for Homes	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

Initiative	www.homesforhomes.com .
Landscaping Contribution	means an amount of \$5,000.
Leasing Services	means a part of the Statutory Planning section of the Environment, Planning and Sustainable Development Directorate of the ACT Government.
Permissive Caveat	means the permissive caveat attached at Annexure E , registered on the certificate of title for the Land by Homes for Homes.
Personal Information	has the meaning given to it in the Privacy Act.
Practical Completion	means when: <ul style="list-style-type: none"> (a) the dwelling on the Land is completed to a stage where the dwelling is suitable for use, and lawfully able to be occupied as a residential dwelling; (b) a certificate of occupancy and a certificate of compliance have been issued with respect to the dwelling on the Land; and (c) the landscaping and any fencing has been completed to the satisfaction of the Seller.
Printed Terms	means the printed terms of the standard ACT Law Society Contract 2018 Edition.
Privacy Act	means the <i>Privacy Act 1988</i> (Cth) and any ancillary rules, regulations, guidelines, orders, directives, codes of conduct or practice or other instrument made or issued thereunder, including: <ul style="list-style-type: none"> (a) any consolidation, amendment re-enactment or replacement of any of them or the Privacy Act, and (b) the National Privacy Principles under the Privacy Act.
Public Domain	means all verges, landscaping (including street trees), gutters, kerbs, footpaths, cross-overs and any services to, from or over these areas.
Restrictive Covenant	means the form of covenant at Annexure D to this Contract.
Solar Amount	means the amount of: <ul style="list-style-type: none"> (a) \$6,150.00 (GST inclusive) for General Solar Installation (without battery); or (b) if selected by the Buyer prior to the date of this Contract, \$10,695 (GST Inclusive) for General Solar Installation (with battery).
Territory	means: <ul style="list-style-type: none"> (a) when used in a geographical sense, the Australian Capital Territory; and (b) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self Government) Act 1998</i> (Cth).

Transfer

means a transfer of the Lease in the form prescribed by the *Land Titles Act 1925* (ACT).

84.1 In this Contract:

- (a) a reference to a clause or part of it or a Schedule Item is a reference to a clause or part of it or Schedule Item of this Contract; and
- (b) to the extent of any inconsistency between these Additional Clauses and the Printed Terms of the Contract, these Additional Clauses override the Printed Terms.

85. Amendment to printed terms

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

Annexure C

Building and Siting Guidelines



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 result for the entire estate and boast the values and principles embraced in Canberra's older suburbs.

A key 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 Compliance team. This includes external colour and material selections and landscaping plans.

The Design Compliance team 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 Compliance team.

Under each section is a range of design elements that should be considered when designing your home, as well as objectives and 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 Compliance team to ensure that concept designs will meet the requirements of the Guidelines.

Step 2 **Submission**



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

Step 3 **Approval**



The Design Compliance team 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 Compliance team 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.
- 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 or acrylic panel doors.
- 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.
- 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.

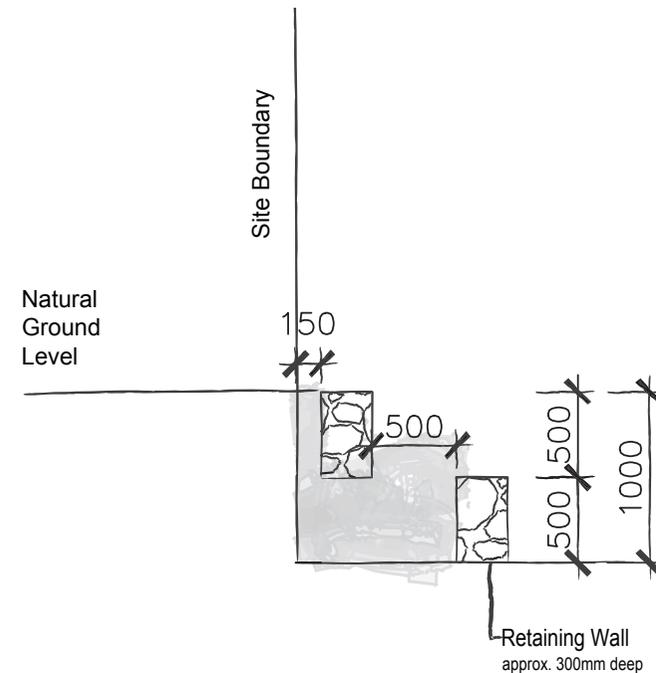
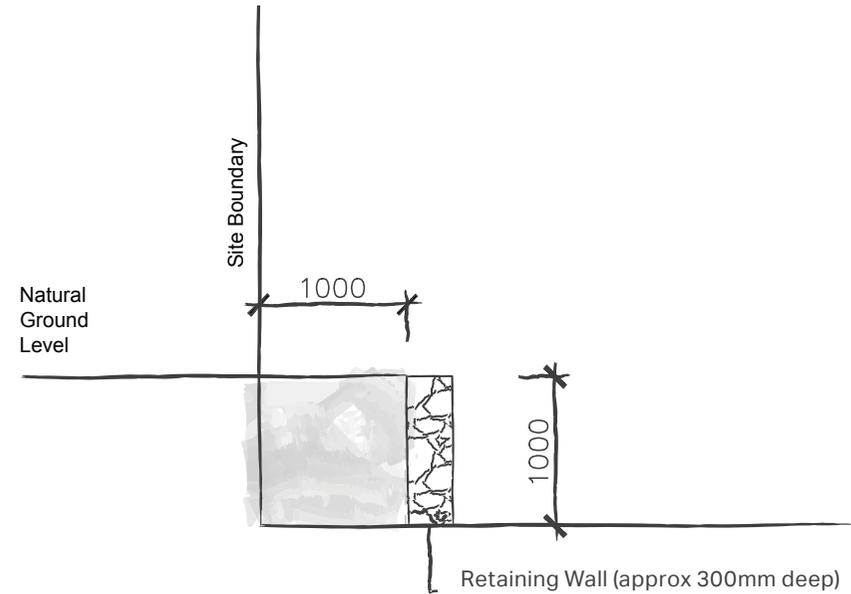
Objectives

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

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

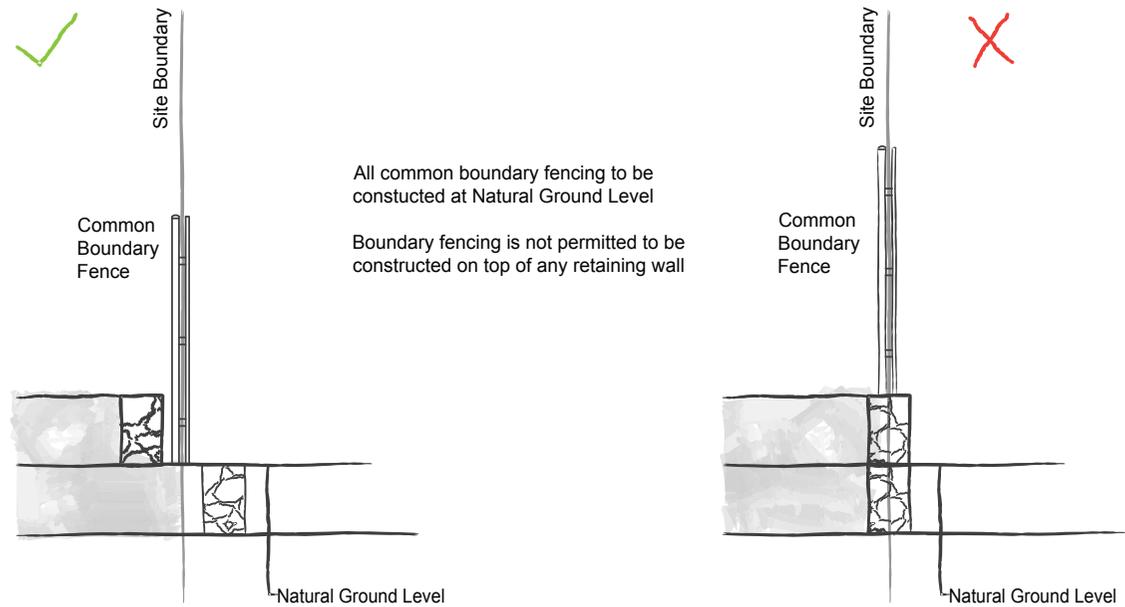
Requirements

- All retaining wall heights are measured according to the relative levels (design contours at 1000mm intervals according to Australian Height Datum) shown on the Block Details Plans.
- 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 site more than 1000mm above or below the RL (reduced level) of the driveway crossover.

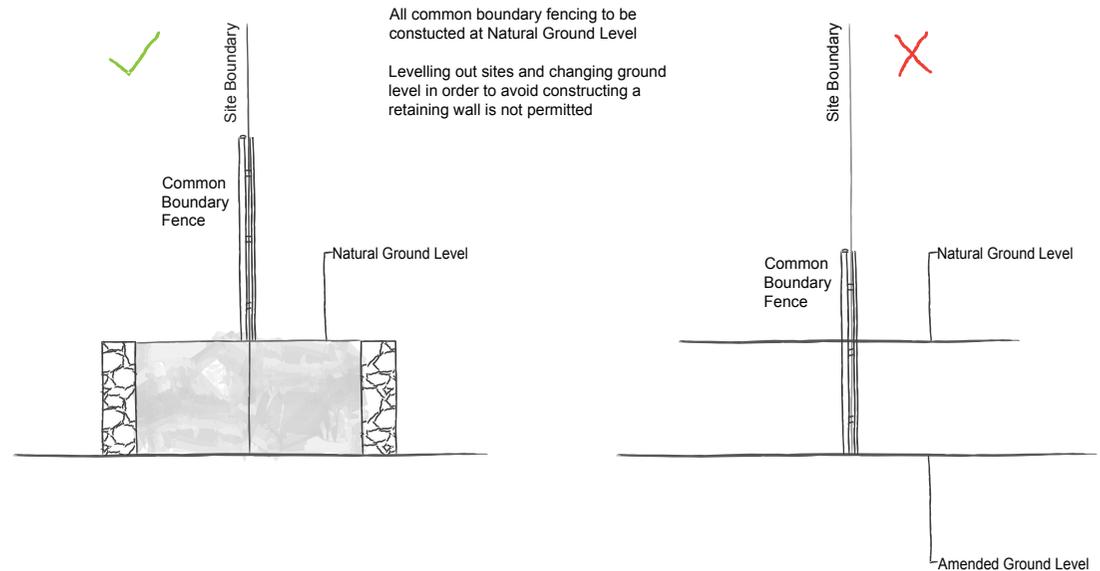


Requirements

- 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

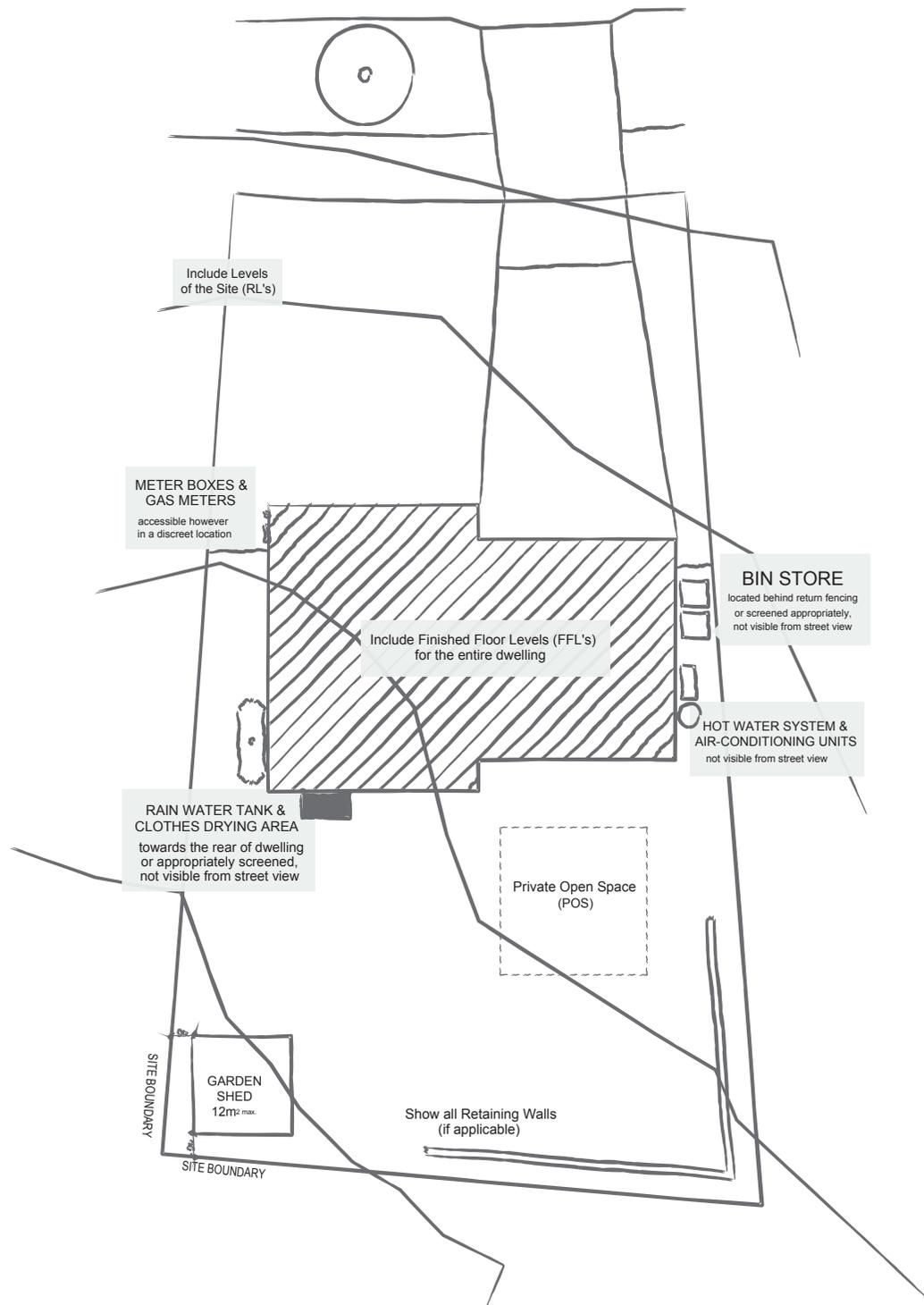
Objectives

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, laundries, kitchens or walk-in-pantries are to be located on the front façade or visible from the street. Windows to these areas are also not permitted on the front elevation.
- 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 12m² and must be at least 900mm from any boundary. Prior to any construction, detailed designs must be submitted to the Design Coordinator for endorsement.
- Storage areas for both waste and recycling bins must be suitably screened and shown on the plans.
- Meter boxes and gas meters are to be located in the least visually obtrusive location from public view.
- Security doors must be of a contemporary design, coloured to match window frames. Diagonal grid types of privacy mesh will not be permitted.





→ 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.

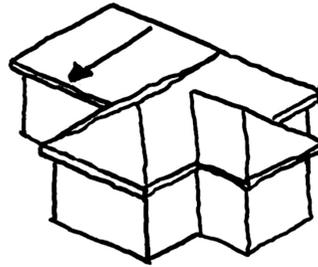
Objectives

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

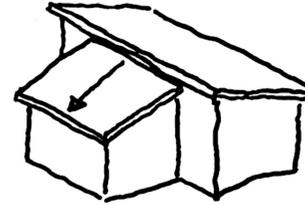
Ensure roofs have eaves and overhangs for shading of external walls for good passive solar performance.

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

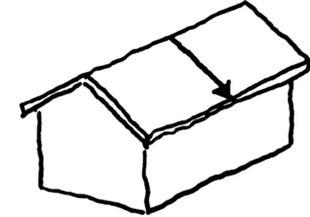
- Roof materials must be of one colour choice only.
- Consider the impact of mounting solar panels when designing roof form.
- Roof pitches are as follows:
 - Curved roofs are not permitted.
 - Where parapets are incorporated they must fully conceal the roof from the public and return the entire length of the primary build zone, for upper and lower levels, on both sides of the dwelling.



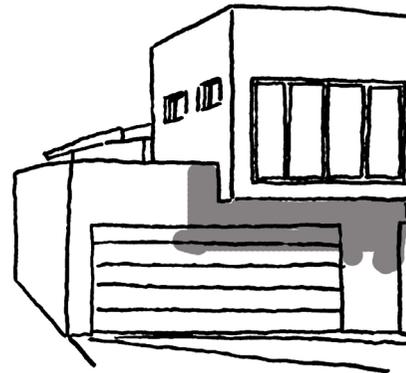
Hip roofs between 20-25 degrees



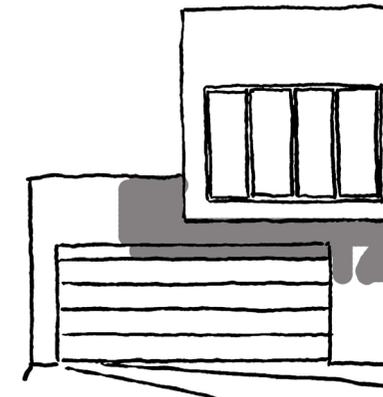
Gable roofs between 20-25 degrees



Skillion roof angles between 10-15 degrees

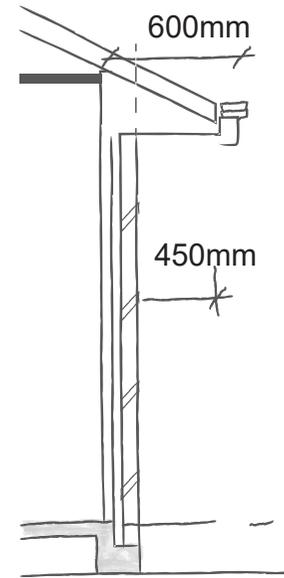


Side elevation

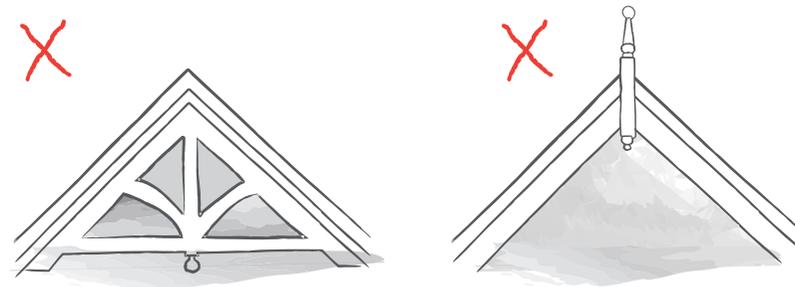


Front elevation

- 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.

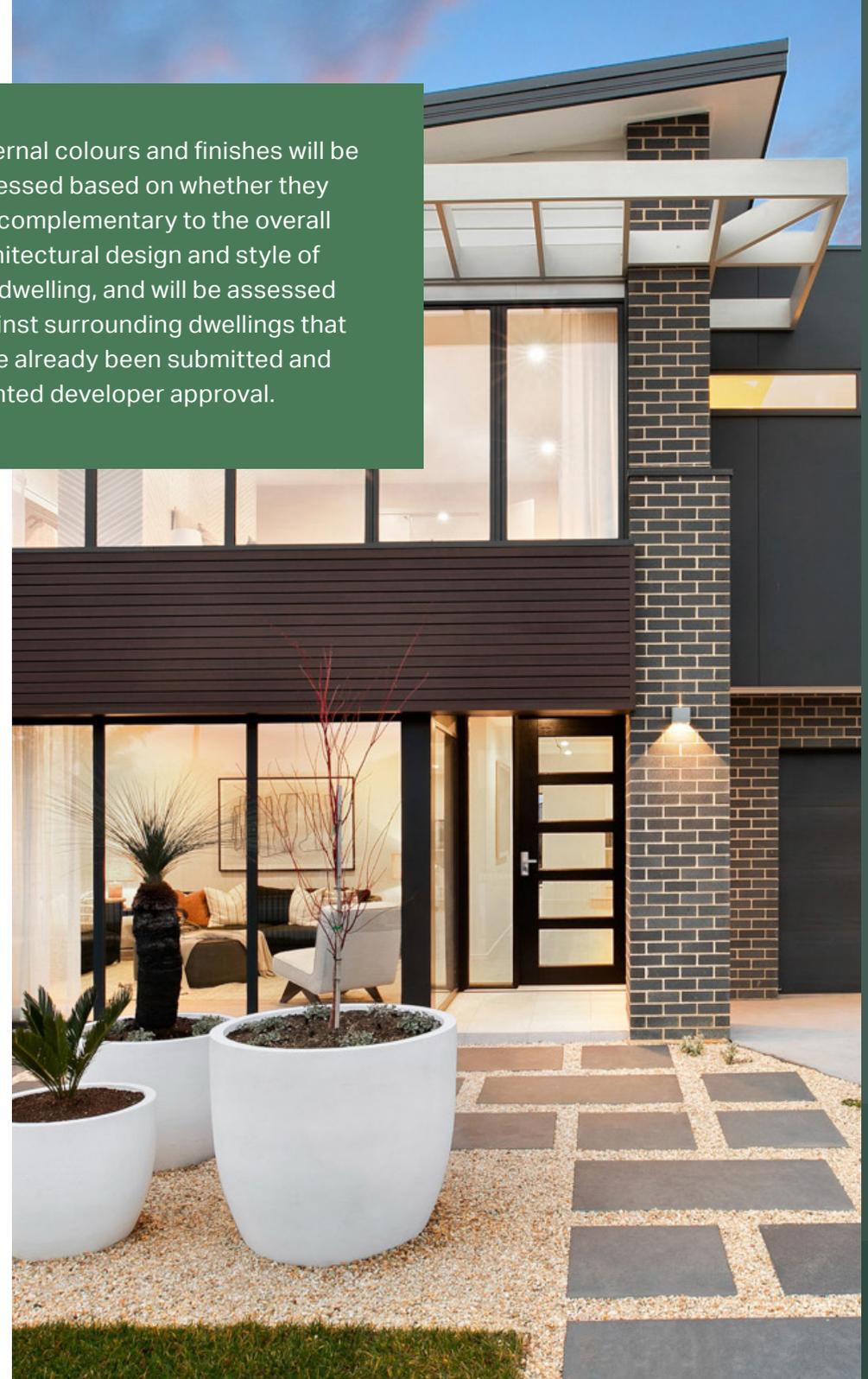
Objectives

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

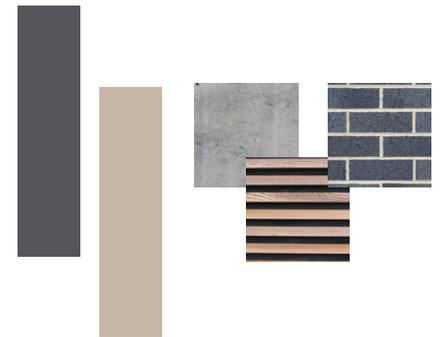
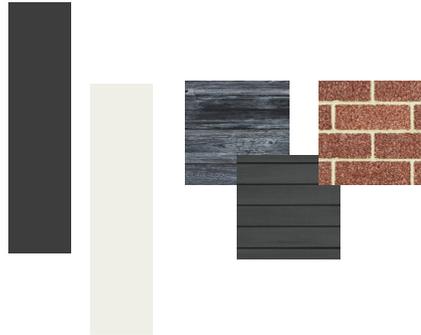
Maintain a consistently high standard of dwelling design through controlling the variety of colours and finishes that can be used on dwelling facades.

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

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 3% - 10%
- Stencilled concrete driveways are permitted however the design will need to be submitted and approved by the Design Compliance team 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.

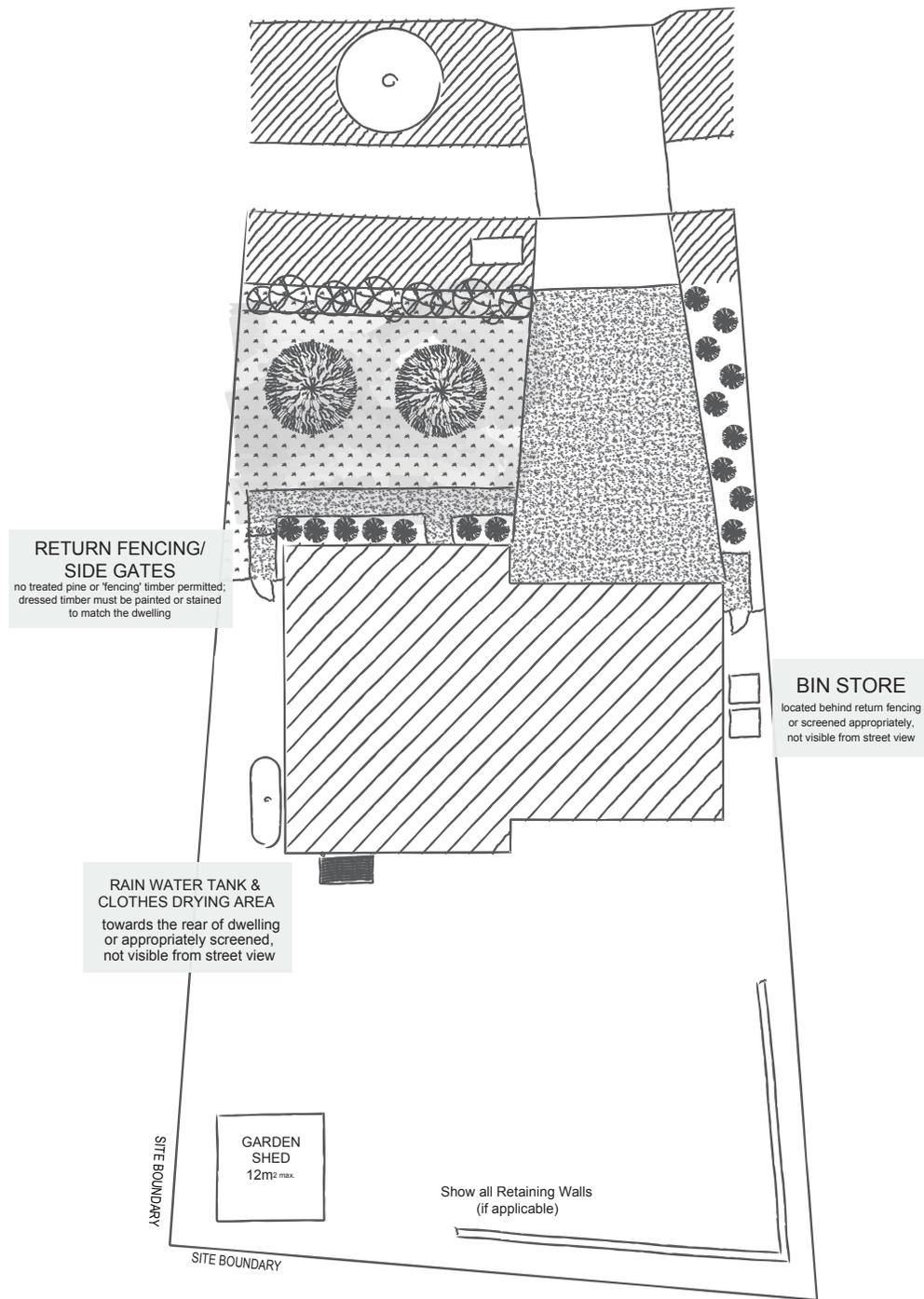
Objectives

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.
- Size & location of letterboxes must comply with Australia Post Conditions of Delivery.
- 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 Compliance team.
- 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 Compliance team.
- 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.

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.

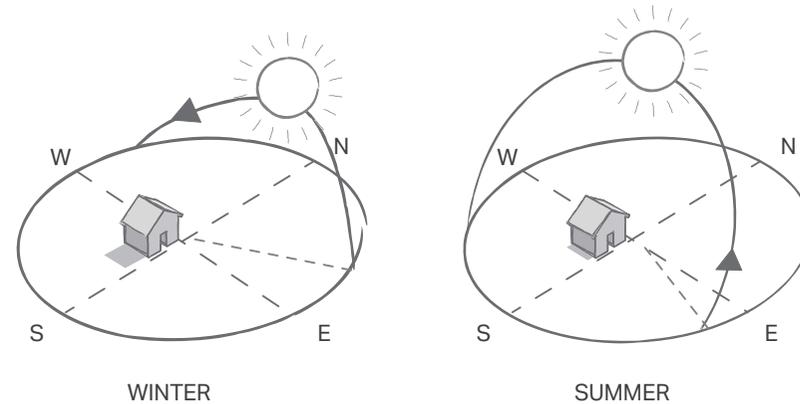
Ensure that dwellings on corner blocks address and 'wrap' the street corner through building articulation and design.

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

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

Requirements

- The Developer may, in its sole and absolute discretion, allow you to do your own general solar installation on such terms and conditions as it sees fit. If satisfied that the general solar installation complies with its requirements the Developer will return the Solar Amount paid by you on completion.
- All dwellings must have a 6.6kW solar array installed in accordance with these Guidelines and the Contract for Sale. Refer to Solar Inclusions on Page 32 of this document for more details.
- All dwellings must have a Home Energy Management System 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.

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 \$10,000.

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

Note: The Design Compliance team's endorsement of Buyers' plans and specifications as Compliant means only that they comply, to the satisfaction of the Design Compliance team, with the requirements in these Guidelines. The Design Compliance team'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 6.6kW solar array consisting of:

- One (1) inverter with a 10-year warranty;

- 25-year warranty on solar panels
- Extra cost metering in lieu of a standard meter
- ACTPLA inspection fee (up to \$240 GST exempt)

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

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

Landscaping Contribution means the amount of \$5,000.

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)).

Territory Plan means the Territory Plan 2008.



Interpretation

In these Guidelines:

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

This Guideline:

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

Buyers should:

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



Warnings and Disclaimer

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.



Solar Inclusions

1. Solar units must be compliant with laws and the requirements contained in the Evoenergy Guidelines
2. The home owner must have a fully operational connection from the premises to the distribution network under a deemed AER approved connection contract, a deemed standard connection contract or a negotiated connection contract
3. The home owner must enter into a contract with a retailer in relation to the sale and export of energy to and from their premises
4. The home owner must ensure that only a licensed or accredited person carries out the design and installation of the embedded generating unit
5. The meter at the premises must be capable of measuring and recording both import and export electricity flow, in accordance with the energy laws and the requirements contained in the Evoenergy Guidelines
6. The home owner must not act contrary to or interfere with, remove or otherwise damage any switches, stickers, tags or other notices (safety notices) placed by Evoenergy or their electrical contractor on the embedded generating unit. These safety notices may without limitation say things such as “do not operate”, “danger” or similar
7. The home owner must obtain and maintain any necessary approvals in relation to the construction and ongoing operation of the embedded generating unit
8. The home owner must ensure that the embedded generating unit is regularly maintained including but not limited to maintenance of the electrical protection system in accordance with Evoenergy Guidelines.
9. The home owner must manage, operate and maintain the embedded generating unit in accordance with the requirements of:
 - a. (i) Evoenergy Guidelines;
 - b. (ii) any Australian Standards listed in or referred to by the Evoenergy Guidelines;
 - c. (iii) the requirements of the energy laws and all regulatory requirements.
10. The home owner must manage, operate and maintain the embedded generating unit so as to protect and avoid any damage to, or any other adverse effect upon Evoenergy’s distribution network, and any other plant, equipment, property or other person connected to Evoenergy’s distribution network
11. The home owner agrees to indemnify Evoenergy against any injury, loss or damage suffered by Evoenergy or a third party in connection with the installation, operation and maintenance of the embedded generating unit, including in relation to the export of energy from the embedded generating unit into our distribution network.

Annexure D

Restrictive Covenant

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

DATED

The Buyer covenants with the Seller as follows:

1. In these restrictions on user:

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

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

Lease means the Lease of the Land.

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

Land means the land the subject of this transfer.

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

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

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

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

Annexure E

Required Documents

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



THE TRUSTEE FOR CAPITAL ESTATE DEVELOPMENTS
TRUST
L 4 21 TERMINAL AVE
CANBERRA AIRPORT ACT 2609

Our reference: 7166604537596

Phone: **13 28 66**

22 January 2026

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	2411177963940
Vendor name	CAPITAL ESTATE DEVELOPMENTS PTY LIMITED THE TRUSTEE FOR CAPITAL ESTATE DEVELOPMENTS TRUST
Clearance Certificate Period	21 January 2026 to 21 January 2027

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

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 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.