

**CONTRACT FOR SALE
RESIDENTIAL LAND - LAND READY
SCHEDULE**



DATE OF THIS CONTRACT				
LAND		Block	Section	Division
				Denman Prospect
STAKEHOLDER		Terracon Legal Trust Account		
OCCUPANCY		Vacant Possession		
CO-OWNERSHIP	Mark one <i>See clause 34</i>	<input type="checkbox"/> Tenants in common (equal shares)	<input type="checkbox"/> Joint Tenants	
SELLER	Full name ACN/ABN Address	Capital Estate Developments Pty Limited ACN 137 573 623 ATF the Capital Estate Developments Trust ABN 22 117 906 634 of Level 4 Plaza Offices West, 21 Terminal Avenue, Canberra Airport ACT 2609		
SELLER'S SOLICITOR	Firm	Terracon Legal		
	Ref	Megan Telford / Benjamin Grady		
	Phone	(02) 6128 0755		
	Address	30 Bougainville Street, Griffith ACT 2603		
	Email	developments@terraconlegal.com.au		
BUYER	Full Name ACN/ABN Address			
BUYER'S SOLICITOR	Firm			
	Ref			
	Phone			
	Address			
	Email			
RESIDENTIAL WITHHOLDING TAX	<i>See page 2 and clauses 40 and 41</i>	New Residential Premises?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
		Potential Residential Land?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
		RW Amount required to be paid?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
PRICE	Price Less Deposit Balance	\$ \$ \$	(the Price is GST inclusive) (10% of Price)	
DATE FOR COMPLETION		On or before 30 days from the Date of This Contract		
ANNEXURES	Documents annexed to this Contract	Annexure A - Director's Guarantee Annexure B - Building and Siting Guidelines Annexure C - Restrictive Covenant	Annexure D - Permissive Caveat & Donation Deed Annexure E – Title Documents	
RESTRICTIONS ON TRANSFER	Mark one	<input checked="" type="checkbox"/> Yes <i>See clauses 20 and 21</i>	<input type="checkbox"/> No	
SPECIAL CONDITIONS	Mark one <i>See Annexure F (if any)</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
READ THIS BEFORE SIGNING				
Before signing, you should seek legal advice to ensure that you understand your rights and obligations in this Contract.				
Signed for and on behalf of the Seller by its Attorney under Power of Attorney registered no. in the presence of:		Buyer Signature:		
		Buyer Name:		
Attorney's Name:		Buyer Signature:		
Witness Signature:		Buyer Name:		
Witness Name:		Witness Signature:		
		Witness Name:		

RW Amount

(Residential Withholding Payment)

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

Supplier	Name	Capital Estate Developments Pty Limited ACN 137 573 623 as trustee for the Capital Estate Developments Trust		
	ABN	22 117 906 634	Phone	(02) 6279 4020
	Business address	Level 4, Plaza Offices – West, 21 Terminal Avenue, Canberra Airport ACT 2609		
	Email	capitalestatedevelopments@capitalestate.com.au		
Residential Withholding Tax	Supplier's portion of the RW Amount:	100%		
	RW Percentage:	7%		
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):	\${TBC}		
	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):			

1. **Transfer**

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

2. **Terms of Payment**

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

2.2 Despite clause 2.1, the Seller agrees to accept payment of the Deposit in two (2) instalments as follows:

(a) 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

(b) 5% of the Price on the Date for Completion (**Second Instalment**),

and in every respect time is of the essence of this clause 2.2.

2.3 If the Deposit is not paid on time in accordance with clause 2.2 or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default and immediately and without notice otherwise necessary under clause 9, clause 11 will apply

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

(a) to have a sum equal to 10% of the Price paid as the Deposit on the making of this Contract; and

(b) to keep or recover that sum as set out in clause 11.1, if the Buyer defaults under this Contract.

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

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

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

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

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

3. **Title to the Lease**

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

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

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

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

3.5 The Buyer must comply with the Lease from the date of Completion.

4. **Margin Scheme**

4.1 The Buyer and Seller agree that:

(a) the margin scheme applies to the supply of the Land; and .

(b) the Price is inclusive of any GST payable under the margin scheme.

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

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

5. Requisitions on Title Excluded

5.1 The Buyer may not raise any objection or requisition, claim compensation, delay Completion 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 Seller, previous occupants of the Land or otherwise; and
- (b) any provision of the Lease.

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

5.3 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 or if granted, without conditions imposed by the regulatory authorities or other Territory agencies.

6. Seller's and Buyer's Warranties

6.1 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.

6.2 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.

6.3 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.

7. Adjustment of Rates and Rent and Land Tax

7.1 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.

7.2 The parties will make any adjustment of the balance of the Price on Completion which is necessary to give effect to clause 7.1.

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

7.4 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.

8. Errors and Misdescriptions

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

8.2 If the Buyer makes a claim for compensation that exceeds 1% of the Price, the Seller may, within 14 days of receiving the Buyer's claim, rescind this Contract, and clause 13 will apply.

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

9. Damages for Delay in Completion

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

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

9.2 The Buyer must pay the sum specified in clause 9.1(b) in addition to any other damages to which the Seller is entitled both at law and under this Contract.

9.3 The Buyer agrees that:

- (a) the amount of any damages payable pursuant to clauses 9.1 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.

9.4 This clause is an essential condition of this Contract.

10. Notice to Complete and Default Notice

10.1 If Completion is not effected in accordance with clause 2.6, either party may, at any time after the Date for Completion, serve on the other party a notice requiring the party served to complete this Contract (**Notice to Complete**).

10.2 A Notice to Complete must:

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

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

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

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

10.5 Where one party is in default under this Contract (other than failing to effect Completion) the other party may at any time after the default serve the party in default a default notice (**Default Notice**).

10.6 A Default Notice must:

- (a) be in writing;
- (b) specify the default;
- (c) require the party served to rectify the default within seven (7) days after service of the Default Notice, excluding the date of service; and
- (d) state that it is served pursuant to this clause.

10.7 Upon service of a Default Notice the period of time to rectify the specified default is an essential condition of this Contract.

10.8 If the party serving the Default Notice under this clause varies the time provided by the Default Notice at the request of the other party, the time limits agreed to in the variation will remain an essential condition of this Contract. The consent to the variation must be in writing and be served on the other party.

10.9 The Parties agree that:

- (a) the periods of time referred to in clauses 10.2(a) and 10.6(c) and, if varied under clause 10.8, as varied, are fair and reasonable; and

- (b) where a Notice to Complete or a Default Notice is validly served, the defaulting party will be liable for the non-defaulting party's costs of serving the Default Notice, being \$600.00 (GST inclusive) which will be adjusted in favour of the Seller on Completion.

11. Termination of Contract – Buyer's Default

11.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential condition of this Contract then the Seller may by notice in writing served on the Buyer terminate this Contract and may then keep or recover and keep the Deposit (except so much of it as exceeds 10% of the Price) and either:

- (a) sue the Buyer for breach of Contract; or
- (b) resell the Land as owner and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default will be recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Land within 12 months of the date of the notice of termination.

11.2 In addition to any money kept or recovered pursuant to clause 11.1, the Seller may retain on termination any other money paid by the Buyer under this Contract, as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of the date of the notice of termination.

11.3 The parties hereby authorise the Stakeholder to, upon termination of this Contract by the Seller, pay to the Seller or as the Seller directs, the Deposit or any part thereof, and any other money paid by the Buyer on account of the Price

12. Termination of Contract – Seller's Default

12.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential condition of this Contract the Buyer may by notice in writing served on the Seller either:

- (a) terminate this Contract and seek damages against the Seller; or
- (b) enforce against the Seller without further notice any other rights and remedies available to the Buyer.

12.2 The parties hereby authorise the Stakeholder to, upon termination of this Contract by the Buyer, refund the Deposit or any part thereof, and any other money paid by the Buyer on account of Price, to the Buyer or as the Buyer's directs.

13. Rescission of Contract

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

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

14. Power of Attorney

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

15. Service of Notices

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

15.2 Any notice may be served by:

- (a) leaving it at; or
- (b) sending it by a method of post requiring acknowledgment of receipt by the addressee to, the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

- (c) by email to an address of the person to be served as stated in the Schedule (as updated or notified by that person from time to time) and, unless a notification is received by the sending party that it is not delivered or the email address is unattended, the notice is taken to have been received at the time it was sent and if not sent before 6:00pm on a Business Day, on the next Business Day; or
 - (d) serving it on that party's solicitor in any of the above ways.
- 15.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 15.4 If a notice is served in accordance with clause 15.2(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 Working Day, on the next Working Day.
- 15.5 If a notice is served in accordance with clause 15.2(a), the notice is taken to have been received on the day that is 2 Working Days after it was posted.
- 16. Planning Conditions**
- 16.1 The Buyer acknowledges that the Authority is responsible for all development consents and approvals in relation to the Land and the Buyer therefore releases the Seller from any liability, cause of action or any other claim in relation to disturbance, loss or detriment caused by the Authority granting or denying any consent or approval in relation to the Land.
- 17. Submission of Transfer**
- 17.1 The Seller will provide the Buyer with a Transfer (including the Restrictive Covenant and Acknowledgment Letter) on or by the date that is 5 Working Days after the Date of this Contract.
- 17.2 The Buyer must return the Transfer (including the Restrictive Covenant and Acknowledgment Letter), executed by the Buyer, within 10 Working Days of the date the Transfer is received by them under clause 17.1.
- 17.3 The Seller must execute the Transfer (including the Restrictive Covenant) and provide it to the Buyer at Completion.
- 18. Restrictions on Transfer**
- 18.1 The Lease is not subject to any restrictions on transfer or assignment except as disclosed in clause 18.2 and the Schedule.
- 18.2 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 pursuant to s.370 of the Planning Act (**Consent**).
- 18.3 Any fee payable in connection with the Consent must be paid by the Buyer or if not paid by the Buyer, reimbursed to the Seller by way of an adjustment in favour of the Seller on Completion.
- 19. Restrictive Covenant**
- 19.1 The Buyer must in the Transfer, covenant with the Seller in the form of the Restrictive Covenant.
- 19.2 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 building that complies with the Building and Siting Guidelines and in accordance with the Restrictive Covenant.
- 20. Homes for Homes Initiative**
- 20.1 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; and
- (d) pursuant to the Donation Deed:
- (i) Homes for Homes is entitled to lodge the Permissive Caveat over the Land;
 - (ii) the Permissive Caveat will permit the registration of subsequent dealings but prevents the registration of a transfer of the Land to which Homes for Homes' must consent;
 - (iii) Homes for Homes is required to give its consent to any transfer of the Land, and the Buyer may require a consent to be provided, at any time;
 - (iv) the Buyer agrees to make a voluntary donation to Homes for Homes for 0.1% of the sale price when the Buyer sells the Land; and
 - (v) Homes for Homes consents to the Buyer, or a successor in title, withdrawing the Land from the Homes for Homes Initiative at any time.
- 20.2 If the Buyer requires the Permissive Caveat to be withdrawn, Homes for Homes will cooperate with the Buyer to facilitate the withdrawal of the Permissive Caveat.

21. **Privacy**

- 21.1 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.

22. **Foreign Buyer**

- 22.1 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).
- 22.2 This clause 22 is an essential term.

23. **Driveway Crossovers**

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

24. **Deposit Bond**

- 24.1 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.
- 24.2 The Seller is not obliged to accept a Deposit Bond from the Buyer.

- 24.3 The Deposit Bond must not have an expiry date that is any earlier than the date that is three (3) months after the Date of this Contract.
- 24.4 The Deposit Bond must show the Seller as the beneficiary of the Deposit Bond.
- 24.5 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.
- 24.6 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.
- 24.7 The Seller acknowledges that payment under the Deposit Bond will, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the Deposit under clause 2.1 of this Contract.
- 24.8 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 to the Seller by either:
- (a) providing a replacement Deposit Bond by another Deposit Bond provider reasonably acceptable to the Seller; or
 - (b) paying the Deposit in accordance with clause 2.1 of the Contract,
- and this clause 24 is for the benefit of the Seller and the performance of the obligations by the Buyer pursuant to this clause 24 is an essential condition of this Contract.
- 25. Early Access to Land to Buyer for Investigations and Inspections**
- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 The Buyer may not assign its rights under this Contract.
- 26. Public Domain**
- 26.1 The Buyer, during the course of the construction of the dwellings on the Land must:
- (a) ensure that the Public Domain adjoining the Land is protected during construction of the dwellings 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.
- 26.2 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.
- 27. Building and Siting Guidelines**
- 27.1 The Buyer must comply with the Building and Siting Guidelines, in respect of any building to be constructed on the Land, to the satisfaction of the Seller.

- 27.2 No building or Improvements are to be erected on the Land without the written endorsement of the Seller.
- 27.3 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.
- 27.4 Subject to clause 27.5, 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 Authority's requirements or otherwise).
- 27.5 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.
- 27.6 The Buyer must obtain from the relevant authorities all approvals necessary to erect any Improvements on the Land and in accordance with the plans and specifications endorsed by the Seller.
- 27.7 This clause will not merge on Completion.
- 28. Mandatory Solar Requirements**
- 28.1 The Buyer must, in compliance with the Building and Siting Guidelines, install all the elements of a General Solar Installation to service the dwelling that is to be constructed on the Land.
- 28.2 The Buyer must:
- (a) provide such assistance, comply with all laws, processes and requirements; and
 - (b) execute such documents
- as the provider of the General Solar Installation may reasonably require so as to ensure that:
- (c) the General Solar Installation is installed; and
 - (d) the General Solar Installation is assigned to and will become the property of the Buyer following installation.
- 29. Compliance Bond**
- 29.1 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 26, 27 and 28 of this Contract.
- 29.2 The Seller will hold the Compliance Bond in accordance with this clause 29 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.
- 29.3 The purpose of the Compliance Bond is to ensure the Buyer's compliance with:
- (a) clause 27 (that the Buyer will erect on the Land a dwelling that complies with plans and specifications endorsed by the Seller);
 - (b) clause 28 (compliance with solar requirements);
 - (c) clause 26.1(a) (to ensure protection of the Public Domain); and
 - (d) clause 26.1(c) (no damage to Public Domain).
- 29.4 If at any time the Buyer is in default with respect to clauses 26, 27 and 28 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.
- 29.5 Any Compliance Bond (or proportionate part of the Compliance Bond drawn on by the Seller) must be reinstated by the Buyer to the Seller within 5 Working Days of demand.
- 29.6 The Seller will return the Compliance Bond to the Buyer within 10 Working Days of the Buyer achieving Practical Completion (to the satisfaction of the Seller) as long as Practical Completion is

achieved by the date that is no later than 18 months after Completion, after which time the Compliance Bond is forfeited to the Seller.

- 29.7 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.
- 29.8 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.
- 29.9 The Buyer acknowledges that if the Buyer sells the Land, prior to the compliance requirements list in clause 29.3 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.
- 29.10 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 29 then the Seller will be entitled immediately to pay the Compliance Bond to itself without accounting further to the Buyer.
- 29.11 The Buyer acknowledges that the amount of the Compliance Bond represents the agreed damages arising from the failure of the Buyer to comply with clauses 26, 27 and 28.

30. Landscaping Contribution

- 30.1 If the Buyer:
- (a) complies with this Contract, including clauses 26, 27 and 28;
 - (b) satisfies the criteria for the Compliance Bond to be returned to the Buyer under clause 29; and
 - (c) effects Completion on or by the Date for Completion,
- the Seller, subject to clauses 30.2, 30.3 and 30.4, 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 27; and
 - (e) reinstates the verge including dryland grassing, streets trees, footpaths and driveways prior to applying for the Landscape Contribution,
- 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.
- 30.2 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.
- 30.3 The Landscape Contribution will be paid to the Buyer within 20 Working Days of the Seller being provided with evidence, satisfactory to it, that the eligibility requirements for the Landscape Contribution have been met including the evidence being provided by the application dates specified in clause 30.2.
- 30.4 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 30 and the Building and Siting Guidelines.

31. Use of Land

31.1 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.

32. Co-ownership

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

33. Director's Guarantee

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

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

34. Merger

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

35. Bushfire Protection

35.1 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.

36. Cat Containment

36.1 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.

37. Geotechnical Information

37.1 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.

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

38. No Solid Fuel Heating

38.1 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.

39. Foreign Resident Capital Gains Withholding Payments

39.1 In this clause 39 the following words have the following meanings:

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

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

Withholding Amount means, unless clause 39.7 applies, the amount that is 15% of the Price.

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

- 39.2 The Buyer must:
- (a) lodge a purchaser payment notification form with the ATO; and
 - (b) give evidence of compliance with clause 39.2(a) to the Seller,
- no later than 5 days before the Date for Completion.
- 39.3 The Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 39.2(a) within 5 days of written request from the Buyer.
- 39.4 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount.
- 39.5 The parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 39.4 in payment of the Withholding Amount following Completion.
- 39.6 If the parties do not comply with clause 39.5:
- (a) the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and / or failure to remit the Withholding Amount to the ATO; and
 - (b) the Buyer charges the Land (for the benefit of the Seller) with the Buyer's obligations under this clause 39.6.
- 39.7 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 39.8 If a Clearance Certificate is provided by the Seller to the Buyer, the Seller warrants to the Buyer that the Seller is:
- (a) the entity referred to in the Clearance Certificate;
 - (b) the relevant taxpayer for the capital gains tax payable on the sale of the Land.
- 39.9 Clauses 39.2 to 39.7 do not apply if the Seller provides the Buyer with a current Clearance Certificate prior to Completion.

40. **Residential Withholding Tax**

Warning: The following clauses 40.1 to 40.11 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 40.1 In this clause 40 the following words have the following meanings:
- RW Amount** means the amount which must be paid under section 14-250 of the Withholding Law;
- RW Amount Information** means the RW Amount details identified on page 2 of this Contract and as provided or updated under this Contract;
- RW Percentage** means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Land from the Seller to the Buyer; and
- Withholding Law** means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.
- 40.2 If the 'RW Amount required to be paid?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-50 in relation to the supply of the Property from the Seller to the Buyer.
- 40.3 The following clauses 40.4 to 40.11 inclusive only apply if the 'RW Amount required to be paid?' option on the Schedule is selected 'yes'.
- 40.4 Subject to any adjustments to the Price that may arise after the Date of this Contract 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.

- 40.5 Subject to clause 40.10, 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.
- 40.6 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or Completion.
- 40.7 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and give to the Seller on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 40.8 In relation to the unendorsed bank cheque required by clause 40.7, the Seller must:
- (a) forward the unendorsed bank cheque to the ATO immediately after Completion; and
 - (b) provide the Buyer with evidence of payment of the RW Amount to the ATO by the date that is 5 Working Days after Completion.
- 40.9 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.
- 40.10 The Seller may provide the Buyer with updated RW Amount Information at any time, and (if necessary) on more than one occasion, prior to Completion. If the Seller provides the Buyer with updated RW Amount Information in accordance with this clause, the Buyer must, within 2 Working Days of receipt of the RW Amount Information, provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO including the updated RW Amount Information."
- 40.11 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 40.8(a) to the ATO.

41. **Potential Residential Land**

- 41.1 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 not later than 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).

- 41.2 Where the Buyer has provided the statement referred to in clause 41.1, 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).

42. **Definitions and Interpretation**

- 42.1 In this Contract definitions appear in the Schedule 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.
Affecting Interests	any mortgage, encumbrance, lease, lien, charge, notice, order, caveat or writ.
ATO	the Australian Taxation Office and includes the Commissioner for Taxation.
Authority	the ACT Planning and Land Authority.

Breach of Covenant	means: (a) a "Development" for which the relevant authority has not granted approval; (b) a breach of the Building and Development Provision of the Lease; (c) a breach of a restrictive covenant registered on the Lease; (d) a breach of any covenant of the Lease.
Building and Development Provision	has the same meaning as in the Planning Act.
Building and Siting Guidelines	the building and siting guidelines applicable to the Land, a copy of which is attached as Annexure B .
Contract	means this contract for sale including any Special Conditions and any annexure or schedule to it.
Completion	is the date and time at which this Contract is completed.
Compliance Bond	the amount of \$12,000.
Covenant	includes Restrictive Covenant.
Lease	the Crown lease (as defined in the Planning Act) for the Land, that will be transferred to the Buyer in accordance with this Contract and, where the Land is affected by an easement, includes an annexure or additional provisions detailing the terms of the seament..
Deposit Bond	either: (a) a Deposit Insurance Bond issued to the Seller at the request of the Buyer in form and substance satisfactory to the Seller; or (b) a bank guarantee issued by a bank operating in Australia in a form and substance satisfactory to the Seller.
Development	has the same meaning as in the Planning Act.
Donation Deed	the deed between the Seller as the Donor and Homes for Homes pursuant to which the Seller agrees to participate in the Homes for Homes Initiative, a copy of which is attached to this Contract as Annexure D ;
General Solar Installation	includes: (a) a minimum 6.6kW solar array consisting of the following (or equivalent): (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 (vii) Authority inspection fee; and (b) home energy management system.
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	Homes for Homes Limited ACN 143 151 544, a 'not for profit' company limited by guarantee.
Homes for Homes Initiative	the Homes for Homes innovative solution that will generate a sustainable source of funds to build more social and affordable housing for homeless and

	disadvantaged Australians. Details can be found at www.homesforhomes.com .
Improvements	the buildings, structures and fixtures erected on and forming part of the Land.
Land	is the land described in the Schedule and which will be the subject of the Lease.
Landscaping Contribution	means an amount of \$5,000.
Permissive Caveat	the form of permissive caveat attached as Annexure D , registered or to be 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.
Planning Act	the <i>Planning Act 2023</i> (ACT).
Practical Completion	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.
Privacy Act	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	all verges, landscaping (including street trees), gutters, kerbs, footpaths, cross-overs and any services to, from or over these areas.
Restrictive Covenant	the form of covenant at Annexure C to this Contract.
Special Conditions	means the special conditions (if any) contained in Annexure F
Territory	(a) when used in a geographical sense, means the Australian Capital Territory; and <ul style="list-style-type: none"> (b) when used in any other sense, means the body politic established by section 7 of the <i>Australian Capital Territory (Self Government) Act 1998</i> (Cth).
Transfer	a transfer of the Lease in the form prescribed by the <i>Land Titles Act 1925</i> (ACT).
Working Day	any day other than a Saturday, Sunday, Public Holiday or Bank Holiday in the Territory.

42.2 In this Contract:

- (a) a reference to the Seller or to the Buyer includes the executors and administrators of any of them, if an individual, and the successors of any of them if a corporation;
- (b) the singular includes the plural, and vice versa;
- (c) a reference to a person includes a body corporate;
- (d) a reference to a clause or part of it or a Schedule Item is a reference to a clause or part of it or Schedule Item of this Contract;
- (e) a term not otherwise defined has the same meaning as in the *Legislation Act 2001* (ACT);

- (f) a reference to an Act refers to any subordinate legislation made under it or any Act which replaces it.
- 42.3 Headings are inserted for convenience only and are not part of this Contract.
- 42.4 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.
- 42.5 A reference to "this Contract" includes the Schedule, Annexure clauses, the special conditions, and attachments (if any) forming part of this Contract.
- 42.6 If there is more than one buyer the obligations which they undertake bind them jointly and individually.
- 43. ELECTRONIC TRANSACTION**
- 43.1 In this clause 43, **Platform** means an electronic conveyancing platform specified by the Seller or its solicitor from time to time, by written notice to the Buyer.
- 43.2 For the purposes of the *Electronic Transactions Act 2001 (ACT)* and the *Electronic Transactions Act 1999 (Cth)*, each party consents to:
- (a) the electronic signing of this Contract;
 - (b) the electronic exchange of this Contract;
 - (c) the electronic Completion of this Contract (if available at the time of Completion); and
 - (d) notices being served or received under this Contract electronically, including by email, whether performed via the Platform or otherwise.
- 43.3 The parties each warrant that:
- (a) the electronically signed and exchanged Contract; and
 - (b) if reasonably required by any party, a print out of the Contract which has been electronically signed and exchanged,
- is sufficient evidence of:
- (c) the parties' intention to enter into and be bound by the Contract;
 - (d) the parties' consent to conducting this Contract electronically; and
 - (e) the Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.
- 43.4 Where the Buyer is a corporation, the Buyer warrants that:
- (a) it has complied with its constitution and any provisions of the *Corporations Act 2001 (Cth)* that apply to the Buyer as replaceable rules;
 - (b) the persons signing on behalf of the Buyer:
 - (i) have been duly appointed;
 - (ii) have the authority to exercise the powers and perform the duties customarily exercised or performed by that kind of officer or agent of a similar company;
 - (iii) properly perform their duties to the Buyer; and
 - (iv) hold the office or role that they hold out that they occupy, when signing this Contract;
 - (c) it considers that this Contract has been duly executed with the intention of the Buyer being bound to perform this Contract.
- 43.5 The parties acknowledge and agree that:
- (a) this clause 43 does not diminish the obligations of the parties to:

- (i) provide the transfer and other documents or instruments on paper, signed and duly attested in accordance with the *Land Titles Act 1925* (ACT);
- (ii) sign and duly attest, in accordance with *Civil Law (Property) Act 2006* (ACT):
 - A. documents, pursuant to a power of attorney; and
 - B. deeds generally; and
- (b) the parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

43.6 The parties warrant that a signed original front page of this Contract is held and can be produced if reasonably requested by any party, if not already handed over in accordance with this clause 43.

Annexure A

Director's Guarantee

I/we, (name of Director/s)

of (address).....

.....agree as follows:

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

Dated this _____ day of _____ 2026

Signed by

in the presence of:

Signature of witness

Signature

Full name of witness

Capacity

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

Annexure B

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.

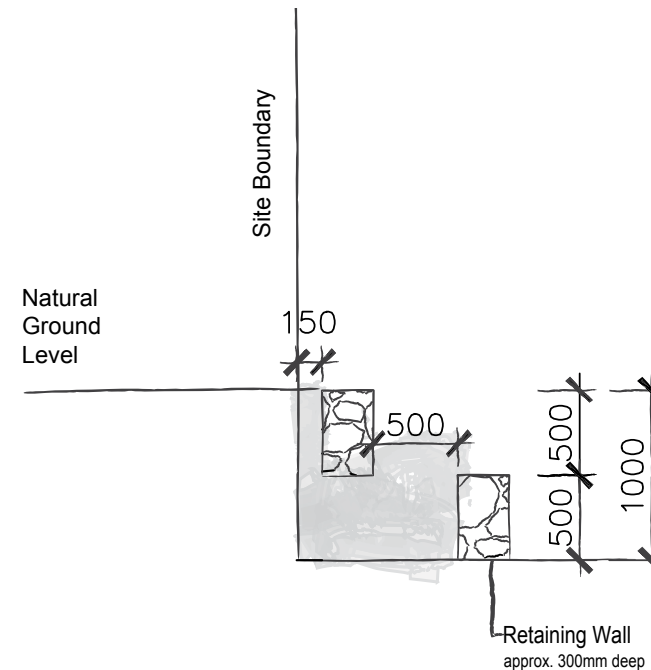
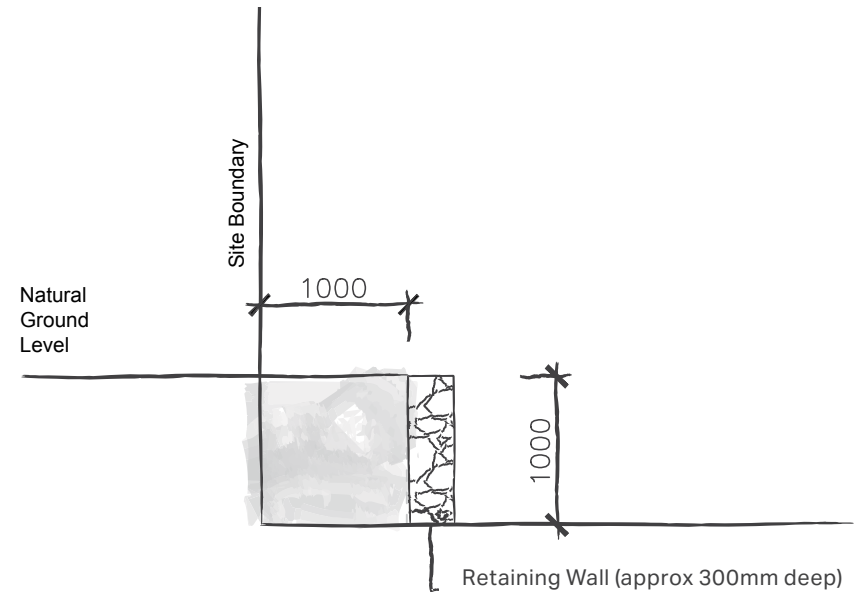
Objectives

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.

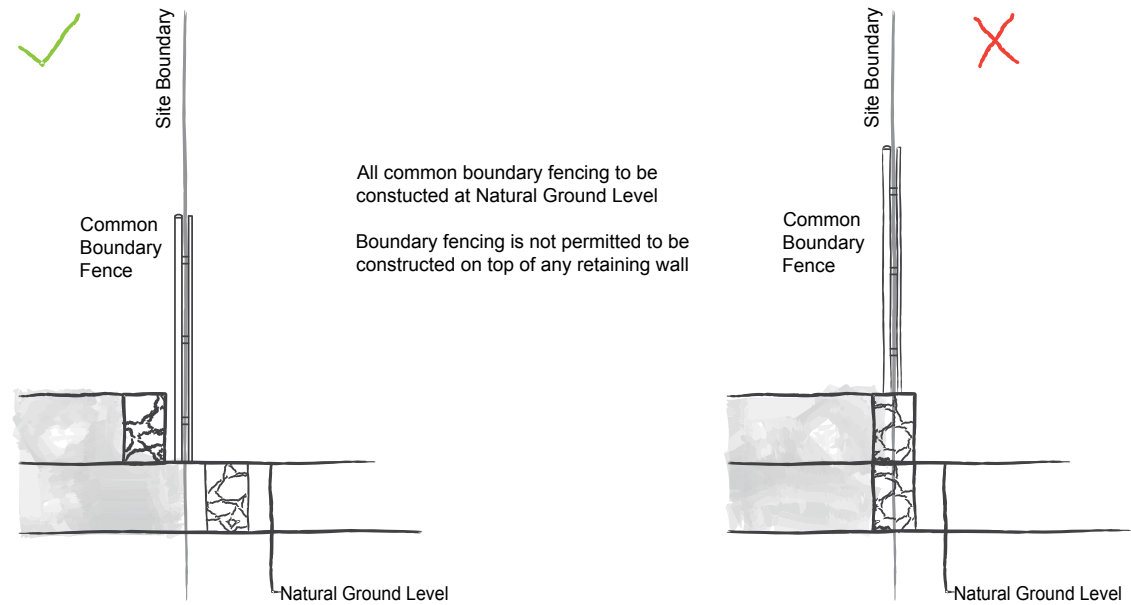
Requirements

- 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.

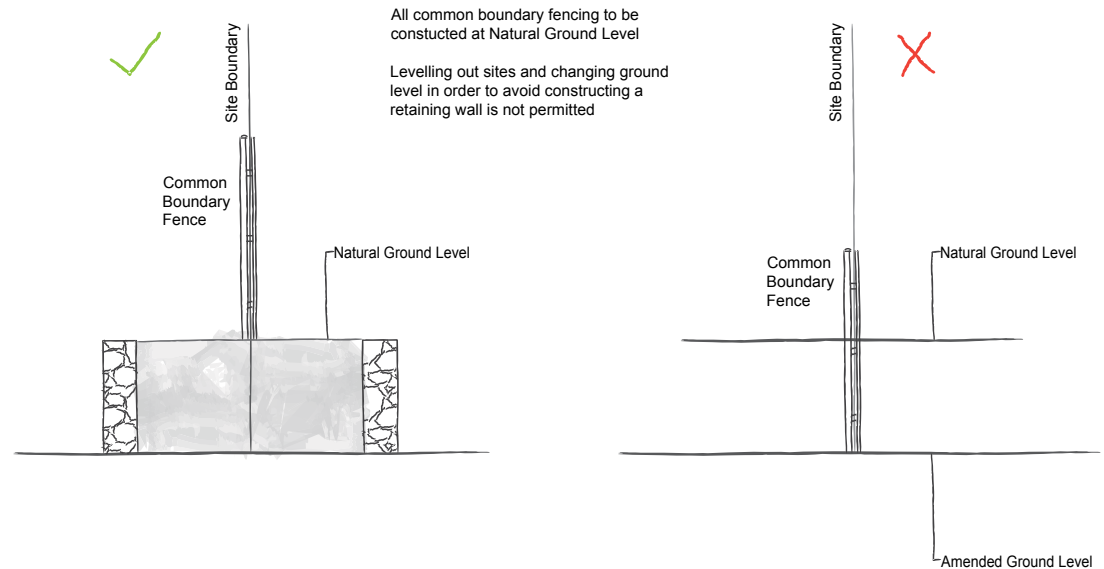


Requirements

- 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

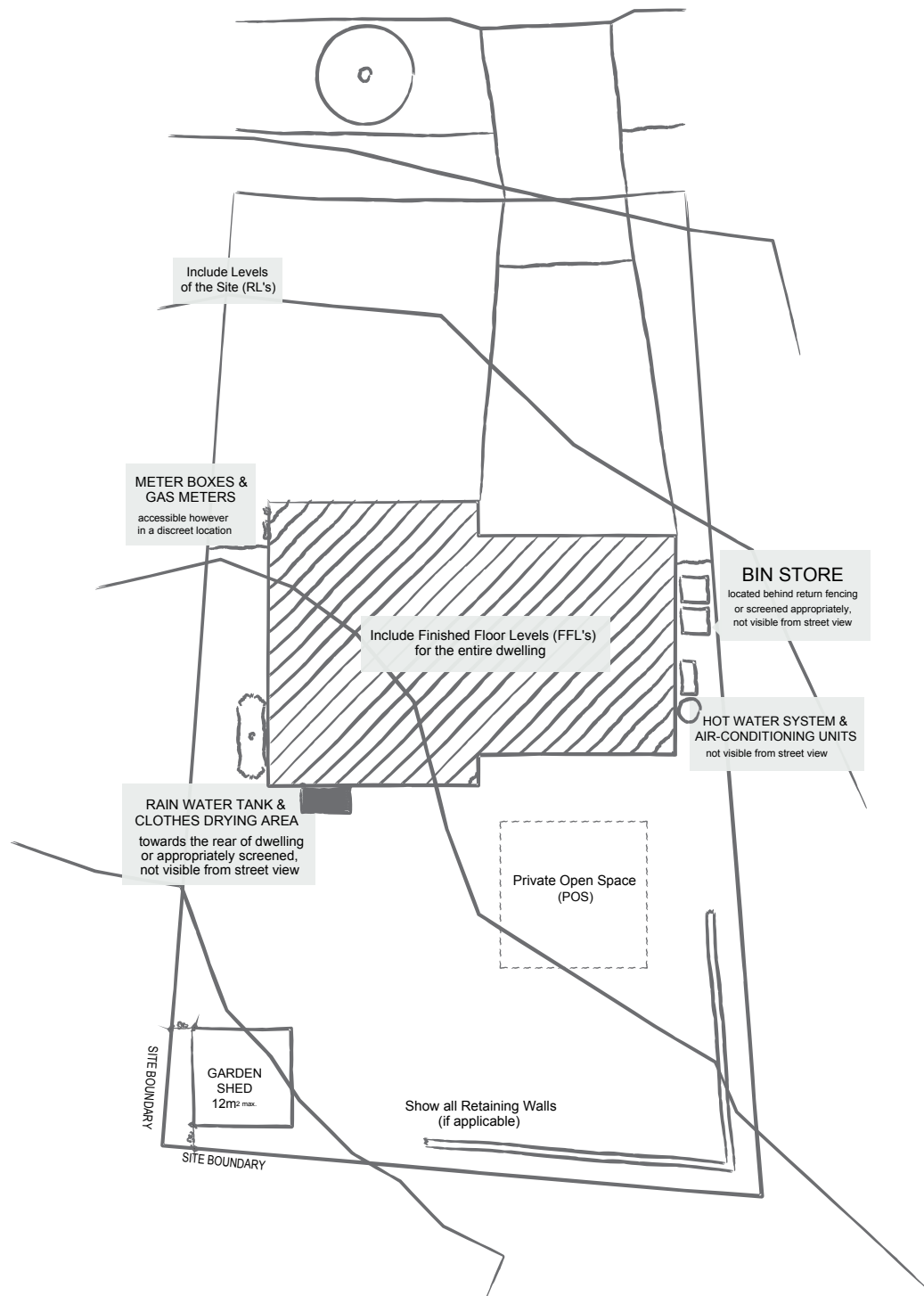
Objectives

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.

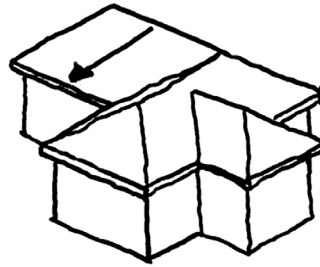
Objectives

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

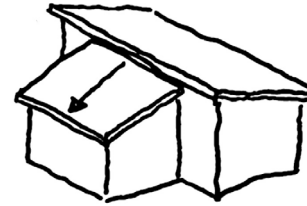
Ensure roofs have eaves and overhangs for shading of external walls for good passive solar performance.

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

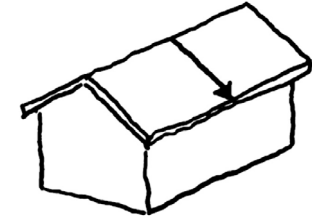
- Roof materials must be of one colour choice only.
- Consider the impact of mounting solar panels when designing roof form.
- Roof pitches are as follows:
- Curved roofs are not permitted.
- Where parapets are incorporated they must fully conceal the roof from the public and return the entire length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



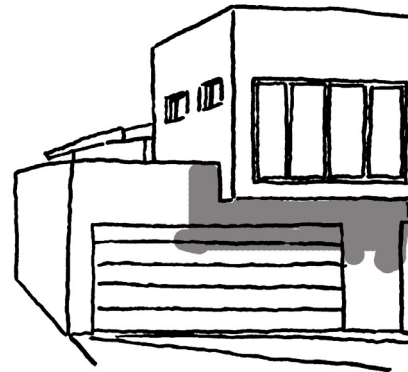
Hip roofs between 20-25 degrees



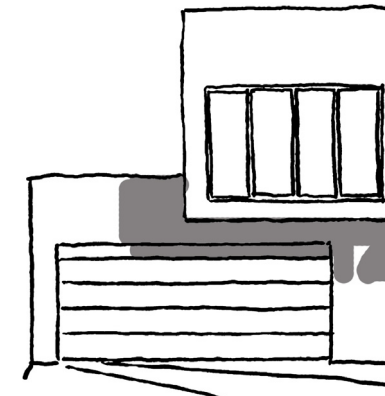
Gable roofs between 20-25 degrees



Skillion roof angles between 10-15 degrees

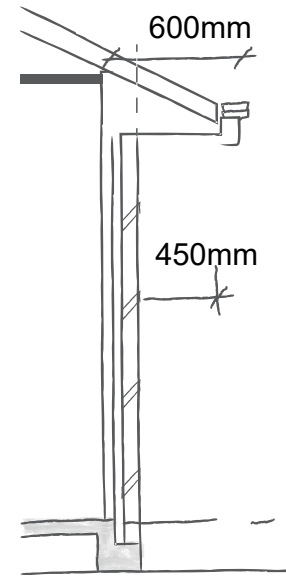


Side elevation

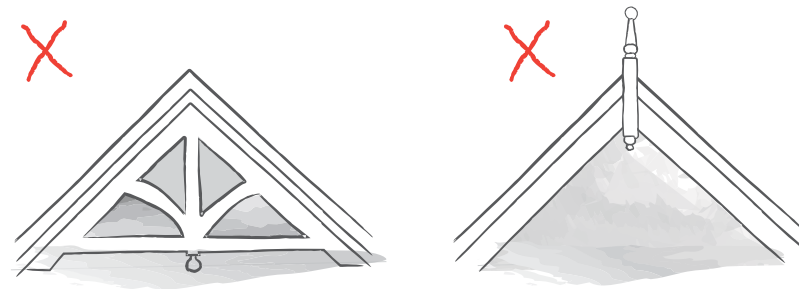


Front elevation

- 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.

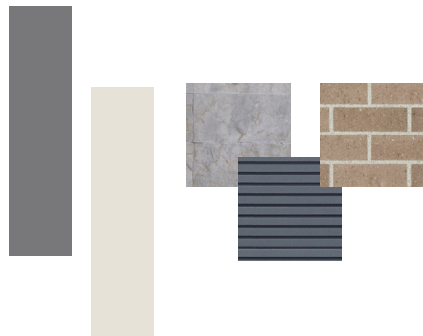
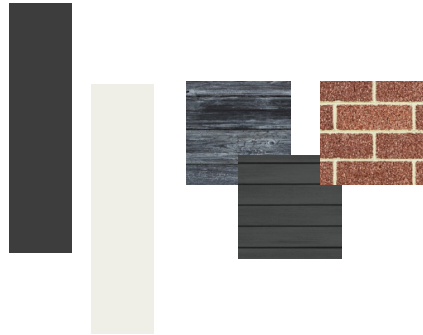
Maintain a consistently high standard of dwelling design through controlling the variety of colours and finishes that can be used on dwelling facades.

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.

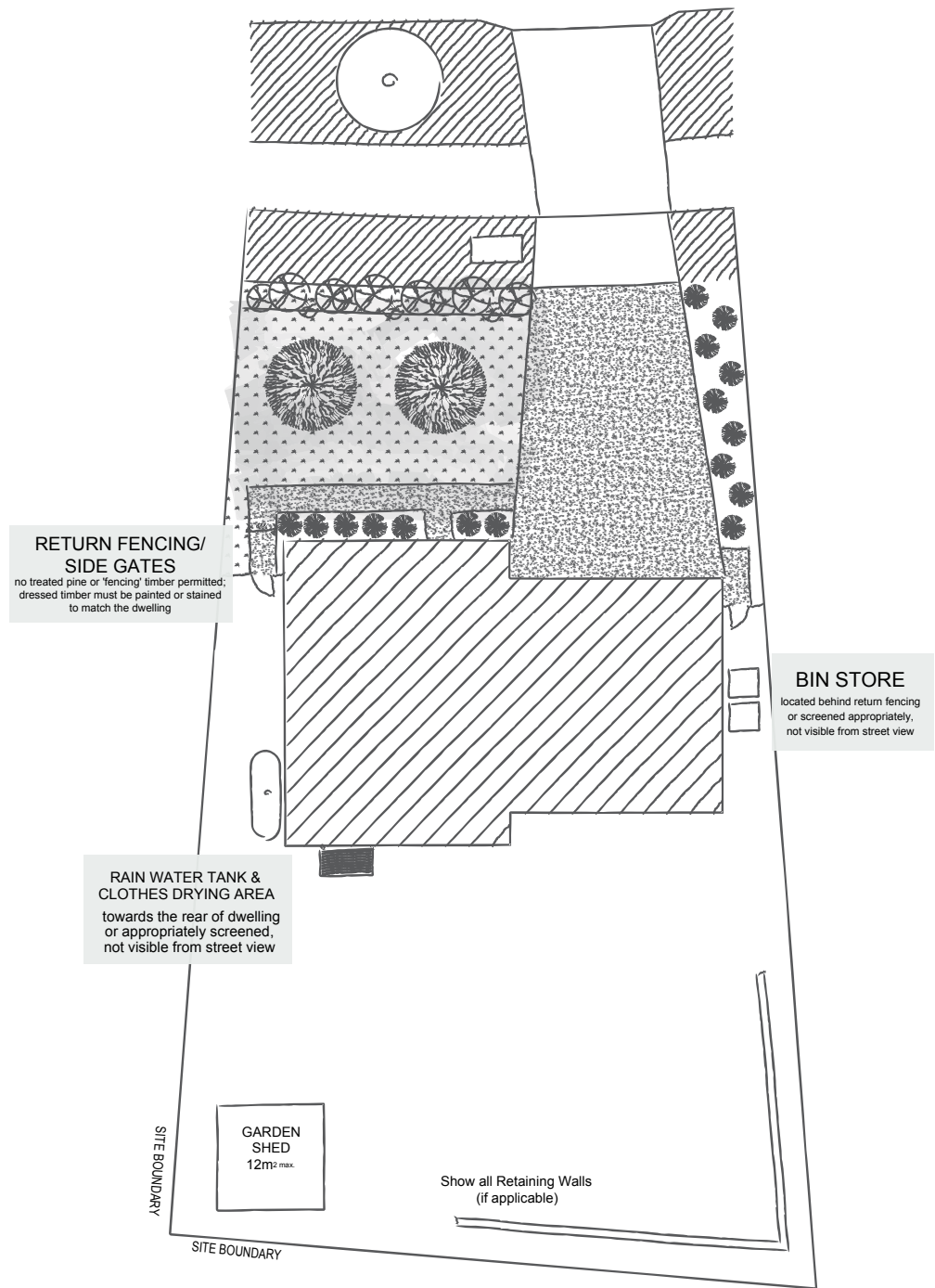
Objectives

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 façades present well and are articulated when viewed from public areas.

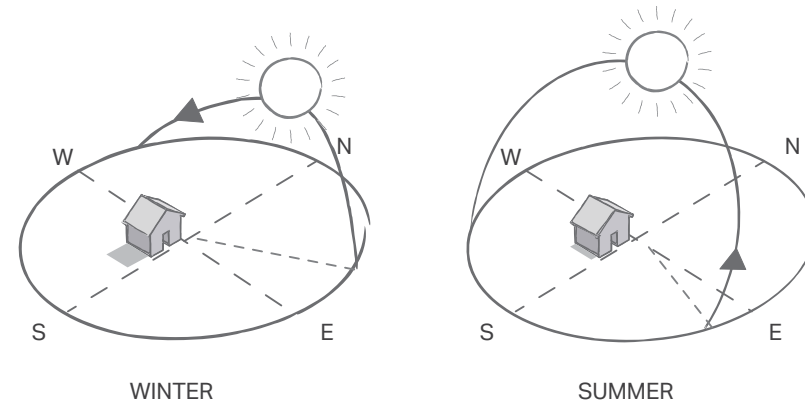
Ensure that dwellings on corner blocks address and 'wrap' the street corner through building articulation and design.

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

- All dwellings must have a minimum 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 general solar arrays must be reviewed and approved by the Developer prior to installation to ensure compliance.
- 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.
- The solar system must be approved by the Developer and installed before the Compliance Bond is released.



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 \$12,000.

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 minimum 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.

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.
12. Our preferred supplier for solar installation is Harvey Norman Commercial:

Toby Billerwell
Denman Prospect Solar Account
DenmanProspect@au.harveynorman.com
0429 504 306

Ahmad Bilal
Denman Prospect Solar Engineer
ahmad.bilal@au.harveynorman.com
02 6202 2013

Annexure C

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:
2. **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.
Transferee means the Buyer, its executors, administrators, successors and assigns.
Transferor means the Seller, its successors, nominees or assigns.
3. 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.
4. 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.
5. The Transferor or, if it is wound up or otherwise ceases to exist, the body politic established by Section 7 of *the Australian Capital Territory (Self Government) Act 1988* has the power by deed to waive, vary or release any of these covenants.
6. Any waiver, variation or release of these covenants must be done at the cost of the Transferee.
7. The land affected by these covenants is the Land and the following blocks in the division of Denman Prospect:

Block	Section	Division of Denman Prospect
-------	---------	-----------------------------
8. The land burdened by these covenants is the Land.
9. The parcels of land benefited by these covenants are the blocks referred to in clause 7 other than the Land.
10. 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 D

Permissive Caveat & Donation Deed

Homes for Homes Donation Deed (Charge): ACT

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

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

Deed is made between the Owner

Date 14/05/2021

Owner 1: First name:

Surname:

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

Phone: 02 6175 3300

Email: sales@capitalestate.com.au

Street no. and name: 21 Terminal Avenue

Suburb: Canberra Airport

State: ACT

Postcode: 2609

Owner 2: First name:

Surname:

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

Phone:

Email:

Street no. and name:

Suburb:

State:

Postcode:

and Homes for Homes

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

Property:

The Property known as (Property address):

Street no. and name: Denman Prospect North

Suburb: Denman Prospect

State: ACT

Postcode: 2611

If known, please complete the below:

Certificate of Title Volume:

Folio: 2362:23 & 3005:496

District / Division: Denman Prospect

Unit:

Section: 1

Block: 11, 12 & 13

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

Executed as a Deed:

Signed, sealed and delivered by the Owner:

Owner 1 Name/company name Capital Estate Developments

Sign here ▶

Witnessed by Name: Gabbie Foster

Sign here ▶

Owner 2 Name/company name

Sign here ▶

Witnessed by Name:

Sign here ▶

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

Homes for Homes Name: Jon Whitehead

Signature

Witnessed by Name: Nicholas Andrijic

Signature

This Deed provides as follows:

1. Promise

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

2. Sale of Property

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

3. Charge

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

4. Termination

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

5. Discharge of the Charge

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

6. Privacy

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

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

7. General

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

8. Definitions and interpretation

8.1 Definitions in this Deed

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

8.2 Interpretation

- (a) The singular includes the plural and the plural includes the singular.
- (b) Words of any gender include all genders.
- (c) A reference to a party to a document includes that party's successors in title and registered proprietors from time to time of the Property.
- (d) To the extent that the Property contains multiple lots or parts, this Deed applies to each lot or part severally.

8.3 Counterparts

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



CAVEAT

Form 036 - X

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number

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

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

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

FORM OF TENANCY – (to be completed where more than one Caveator is listed)
<input type="checkbox"/> Joint Tenants <input type="checkbox"/> Tenants in Common in (the following shares) - (Please state Caveator’s name and shares out in full)

ADDRESS FOR SERVICE OF NOTICES FOR THE CAVEATOR (Must be an address in the Australian Capital Territory – including postcode)	EMAIL ADDRESS FOR SERVICE OF NOTICES FOR THE CAVEATOR (optional)
PO Box 253 CANBERRA ACT 2601	

NATURE OF THE ESTATE OR INTEREST IN THE LAND (for information, see guidance notes)
An equitable interest as charge pursuant to a charge granted under the Homes for Homes Donation Deed between the Caveator and Capital Estate Developments Pty Limited to secure payment of 0.1% of the sale proceeds upon sale of the Land

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

ACTION REQUIRED BY THIS CAVEAT (Tick the appropriate box – one box should be Ticked)		
(a)	Prevention of all instruments with the land (refer to statutory exceptions overleaf).	<input type="checkbox"/>
(b)	Prevention of all instruments with the land other than those dealings as identified at S104(5) Land Titles Act 1925	<input type="checkbox"/>
(c)	Prevention of instruments as follows; Transfer	<input type="checkbox"/>



CAVEAT

Form 036 - X

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Customer Reference Number	Contact Telephone Number

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
	DENMAN PROSPECT			

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

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

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

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

ADDRESS FOR SERVICE OF NOTICES FOR THE CAVEATOR (Must be an address in the Australian Capital Territory – including postcode)	EMAIL ADDRESS FOR SERVICE OF NOTICES FOR THE CAVEATOR (optional)
PO Box 253 CANBERRA ACT 2601	enquiries@homesforhomes.org.au

NATURE OF THE ESTATE OR INTEREST IN THE LAND (for information, see guidance notes)

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

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

ACTION REQUIRED BY THIS CAVEAT (Tick the appropriate box – one box should be Ticked)		
(a)	Prevention of all instruments with the land (refer to statutory exceptions overleaf).	<input type="checkbox"/>
(b)	Prevention of all instruments with the land other than those dealings as identified at S104(5) Land Titles Act 1925	<input type="checkbox"/>
(c)	Prevention of instruments as follows; Transfer	<input checked="" type="checkbox"/>

CERTIFICATION **Delete the inapplicable***Caveator**

- *The Certifier has taken reasonable steps to verify the identity of the Caveator or his, her or its administrator or attorney.
- *The Certifier has retained the evidence to support this Registry Instrument or Document.
- *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:

<Name of certifying party>

<Capacity of certifying party>

for: <Company name>

on behalf of the Caveator

OFFICE USE ONLY

Lodged by		Registered date / by	
Data entered by		Attachments/Annexures	

Annexure E

Title Documents