

**CONTRACT FOR SALE
MULTI UNIT SITE - LAND NOT READY
SCHEDULE**



DATE OF THIS CONTRACT				
LAND		Block	Section	Division
				Denman Prospect
STAKEHOLDER		Clayton Utz Trust Account		
OCCUPANCY		Vacant Possession		
CO-OWNERSHIP	Mark one <i>See clause 35</i>	☐ Tenants in common (equal shares)		☐ 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 Level 4 Plaza Offices West, 21 Terminal Avenue Canberra Airport ACT 2609		
SELLER'S SOLICITOR	Firm	Clayton Utz		
	Ref	Alfonso del Rio/Carol Axiotis		
	Phone	(02) 6279 4009 / (02) 6279 4036		
	Address	Level 10, 2 Phillip Law Street, Canberra ACT 2601		
	Email	conveyancing@claytonutz.com		
BUYER	Full Name ACN/ABN Address			
BUYER'S SOLICITOR	Firm			
	Ref			
	Phone			
	Address			
	Email			
RESIDENTIAL WITHHOLDING TAX	<i>See page 2 & clauses 42 & 43</i>	New Residential Premises?	☒ No	☐ Yes
		Potential Residential Land?	☐ No	☒ Yes
		RW Amount required to be paid?	☐ No	☒ Yes
PRICE	Price Less Deposit Balance	(The Price is GST inclusive) (10% of Price)		
DATE FOR COMPLETION	<i>See clause 19</i>	See Clause 19		
SUNSET DATE	<i>See clause 5</i>	31 December 2027		
STANDARD ANNEXURES	Documents annexed to this Contract	Annexure A - Director's Guarantee; Annexure B - Specimen Lease; Annexure C - Plan; Annexure D - Block Plans; Annexure E - Multi Unit Development Guidelines; Annexure F - Restrictive Covenant; Annexure G - Permissive Caveat & Donor Deed; Annexure H - Title documents & Clearance Certificate;		
RESTRICTIONS ON TRANSFER		Refer clauses 22 & 23		
SPECIAL CONDITIONS	Special conditions apply	☐ Yes Annexure I (if applicable)		☒ No
READ THIS BEFORE SIGNING				
Before signing this contract you should ensure that you understand your rights and obligations. You should get advice from your solicitor.				
Signed for and on behalf of the Seller by its Attorney under Power of Attorney dated 17 June 2016 registered No. 0143707 in the presence of:		Buyer signature:		
		Buyer name:		
Attorney's name:		Buyer signature:		
Witness signature:		Buyer name:		
Witness name:		Witness signature:		
		Witness name:		

RW Amount

(residential withholding payment) — further details

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

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	conveyancing@claytonutz.com		
Residential Withholding Tax	Supplier's portion of the RW Amount:	100%		
	RW Percentage:	7%		
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			
	Is any of the consideration not expressed as an amount in money?	☒ No	☐ Yes	
	If 'Yes', the GST inclusive market value of the non-monetary consideration:			
	Other details (including those required by regulation or the ATO forms):			

1. Transfer

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

2. Terms of Payment

- 2.1 The Buyer must pay the Deposit to the Seller on the Date of this Contract.
- 2.2 If the Deposit is not paid on time in accordance with clause 2.1 or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default and immediately and without the notice otherwise necessary under clause 11, clause 12 will apply
- 2.3 The Buyer acknowledges that the Seller has an unconditional right:
- (a) to have a sum equal to 10% of the Price paid as Deposit on the making of this Contract; and
 - (b) to keep or recover that sum as set out in clause 12.1, if the Buyer defaults under this Contract.
- 2.4 Except if the Buyer provides a Deposit Bond in accordance with clause 27, and notwithstanding clause 2.1, the Seller agrees to accept payment of the Deposit in two instalments as follows:
- (a) the balance of 5% payable on on exchange (**First Instalment**),
 - (b) the balance of the Deposit payable on the Date for Completion (**Second Instalment**)
- and in every respect time is of the essence of this clause 2.4.
- 2.5 The Stakeholder will hold the Deposit.
- 2.6 The Deposit becomes the Seller's property on Completion.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller's solicitor may direct in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

3. Title to the Crown Lease

- 3.1 The Crown Lease is transferred subject to its provisions, conditions, covenants and reservations in it.
- 3.2 The title to the Crown Lease is, or before Completion will be, registered under the Land *Titles Act 1925* (ACT).

- 3.3 The Crown Lease must be transferred free from all Affecting Interests except as otherwise provided in this Contract.
- 3.4 The Buyer is not entitled to insist on any Affecting Interest being removed from the title to the Crown Lease before Completion if the Seller on Completion gives the Buyer any documents and registration fees necessary to remove the Affecting Interest.
- 3.5 The Buyer must comply with the Crown Lease.

4. Margin Scheme

- 4.1 The Buyer and Seller agree that:
- (a) the margin scheme applies to the supply of the Land; and .
 - (b) the Price is inclusive of any GST payable under the margin scheme.
- 4.2 Both the Buyer and the Seller agree that they are satisfied that the margin scheme validly applies to this supply within the reasonable scope of knowledge and application of the requirements of Division 75 of *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 4.3 In this clause "GST", "supply" and "margin scheme" have the same meaning respectively as in the *A New Tax System (Goods and Services) Act 1999* (Cth).

5. Buyer Acknowledgements

- 5.1 This Contract is subject to and conditional upon:
- (a) construction by the Seller of all the works necessary to comply with the development application for the Plan which has been lodged by the Seller, which is subject to approval under the Planning and Development Act, and any conditions of the approval of the development application including all onsite and offsite works to supply water, sewerage, electricity, storm water and gas services to or adjacent to each lot in the subdivision (but which specifically excludes the requirement to undertake any Associated Works); and
 - (b) registration of a plan of subdivision substantially in the form of the Plan as a deposited plan.
- 5.2 Either party may rescind this Contract if the works referred to in clause 5.1 have not been completed or the Plan is not registered as a deposited plan on or before the Sunset Date.
- 5.3 The Sunset Date may be extended by a total of up to twelve months by the Seller giving written notice to the Buyer if events occur beyond the Seller's reasonable control preventing registration of the Plan as a deposited plan by the Sunset Date.
- 5.4 The Buyer acknowledges that the Land, the Plan and the Crown Lease may be affected or amended by the requirements of legislation, government authorities and may result in one or more of the following:
- (a) minor redefinition of the boundaries of the Land;
 - (b) minor road re-alignment or dedication; and
 - (c) minor variations of the easements relating to the provision of electricity, gas, water, sewerage and storm water services.
- 5.5 If there is any amendment of the Plan and the Crown Lease the Seller will provide a copy of the final form of the amended document to the Buyer prior to Completion.

- 5.6 In this clause 5 any redefinition, road alignment or dedication or variation of easements will be deemed to be minor if it does not cause the Buyer a verifiable loss in excess of 5% of the Price.
- 5.7 If the Buyer believes that an redefinition, road alignment or dedication or variation of easements will cause the Buyer a verifiable loss in excess of 5% of the Price, it must, within 14 days from the date of receipt of the amended documents referred to in clause 5.4 submit a claim to the Seller in respect of such (time being of the essence).
- 5.8 If the Buyer makes a claim in accordance with clause 5.7 the Seller may, within 14 days of receiving the claim, rescind this Contract, and clause 14 will apply.

6. Requisitions on Title Excluded

- 6.1 The Buyer may not make any requisitions on the title to the Land.
- 6.2 The Buyer may not raise any objection or requisition, claim compensation, delay completion of or rescind or terminate this Contract in respect of:
- (a) the water supply, electricity or telecommunication lines or facilities, gas pipes or sewers (**Services**) for the Land which may be constructed under, on or over the Land, passing through or over any other land or the Services for any other property passing through or over the Land;
 - (b) the existence of regrading, fill or other disability of or upon the Land, whether caused by the Commonwealth of Australia, the Seller, previous occupants of the Land or otherwise; and
 - (c) any provision of the Crown Lease or the final form of the Crown Lease.
- 6.3 The Buyer acknowledges, understands and accepts that the existence of regrading, fill or other disability of or upon the Land may result in work for the construction of any building on the land being more extensive and expensive than it may otherwise have been in the absence of such regrading, fill or other disability.
- 6.4 The Buyer acknowledges that nothing in this Contract or the fact of Completion implies or means that any required approvals, consents or licences regarding planning, design, siting and any other matters relating to the Buyer's development of the Land will be granted by the regulatory authorities or other Territory agencies with or without conditions.

7. Seller's and Buyer's Warranties

- 7.1 The Seller warrants that at the date of this Contract:
- (a) the Seller is not aware of any claims, notices or proceedings that may lead to a judgment, order or writ affecting the Land;
 - (b) the Seller has no notice of the inclusion or proposed inclusion of the Land on the Heritage Register.
- 7.2 The Seller warrants that on Completion:
- (a) subject to clause 21, the Seller will have the capacity to complete this Contract;
 - (b) there will be no unsatisfied judgment, order or writ affecting the Land;
 - (c) the Seller is not aware of any encroachments by or upon the Land. This warranty does not extend to the location of any dividing fence.
- 7.3 The Buyer warrants that the Buyer has entered into this Contract relying entirely upon the Buyer's own inspection and evaluation of the Land and the warranties contained in

this Contract and that this Contract constitutes the whole of the representations, warranties, undertakings and conditions of sale.

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

8. Adjustment of Rates and Rent and Land Tax

- 8.1 Subject to clause 8.2:

- (a) the Seller is entitled to the rents and profits (**Income**) and is liable for all rates, land rent, land tax and other taxes and outgoings of a periodic nature (**Land Charges**) up to and including the date of Completion after which the Buyer will be entitled to the Income and liable for the Land Charges; and
- (b) the parties will make any adjustment of the balance of the Price on Completion to accommodate the Income and Land Charges.

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

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

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

9. Terms of Possession

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

10. Errors and Misdescriptions

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

- 10.2 Notwithstanding clause 10.1, the Buyer may not make any objection, requisition or claim or delay Completion of or rescind or terminate this Contract because of:

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

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

11. Notice to Complete and Default Notice

- 11.1 If Completion is not effected in accordance with clause 2.7, either party may, at any time after the Date for Completion, serve on the other party a notice requiring the party served to complete this Contract (**Notice to Complete**).
- 11.2 A Notice to Complete must:
- (a) appoint a time during business hours and a date not being less than 14 days after the service of the Notice to Complete (excluding the date of service) within which and a place in Canberra at which to complete this Contract; and
 - (b) state that it is served pursuant to this clause.
- 11.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
- (a) not be in default under this Contract; and
 - (b) be ready willing and able to complete but for some default or omission of the other party.
- 11.4 Completion of this Contract at the time date and place specified in the Notice to Complete is an essential condition of this Contract.
- 11.5 Where one party is in default under this Contract (other than failing to effect Completion) the other party may at any time after the default serve the party in default a default notice (**Default Notice**).
- 11.6 A Default Notice must:
- (a) be in writing;
 - (b) specify the default;
 - (c) require the party served to rectify the default within 7 days after service of the Default Notice (excluding the date of service); and
 - (d) state that it is served pursuant to this clause.
- 11.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default under this Contract.
- 11.8 Upon service of a Default Notice the period of time to rectify the specified default is an essential condition of this Contract.
- 11.9 Clause 12 or clause 13 will apply as appropriate where the party served does not comply with a Notice to Complete or a Default Notice which complies with this clause.
- 11.10 If the party serving the notice under this clause varies the time provided by the notice at the request of the other party, the time limits agreed to in the variation will remain an essential condition of this Contract. The consent to the variation must be in writing and be served on the other party.
- 11.11 The Parties agree that:
- (a) the periods of time referred to in clauses 11.2(a) and 11.6(c) and, if varied under clause 11.10, as varied, are fair and reasonable; and
 - (b) where a Notice to Complete or a Default Notice is validly served, the defaulting party will be liable for the non-defaulting party's costs of serving the notice, being \$165.00 (GST inclusive) which will be adjusted on Completion.

12. Termination of Contract – Buyer's Default

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

13. Termination of Contract – Seller's Default

- 13.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential condition of this Contract the Buyer may by notice in writing served on the Seller either:
- (a) terminate this Contract and seek damages against the Seller; or
 - (b) enforce against the Seller without further notice any other rights and remedies available to the Buyer.
- 13.2 Upon termination of this Contract by the Buyer, the Stakeholder is authorised to refund to the Buyer any money paid on account of the Price.

14. Rescission of Contract

- 14.1 If this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- (a) the Deposit and all other money paid by the Buyer under this Contract will be refunded immediately to the Buyer; and
 - (b) neither party will be liable to pay the other any sum for damages, costs or expenses.

15. Damages for Delay in Completion

- 15.1 If Completion does not occur on or before the Date for Completion, due to the default of the Buyer, the Buyer must pay to the Seller as liquidated damages on Completion:
- (a) interest on the Price at the rate of 10% per annum calculated on a daily basis from the Date for Completion to Completion; and
 - (b) the sum of \$550.00 (including GST) to be applied towards any additional legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.
- 15.2 The Buyer must pay the sum specified in clause 15.1(b) in addition to any other damages to which the Seller is entitled both at law and under this Contract.

- 15.3 The Buyer agrees that:
- (a) the amount of any damages payable pursuant to clauses 15.1 to the Seller is a genuine and honest pre-estimate of loss to the Seller for the delay in completion; and
 - (b) the damages will be paid on Completion.

15.4 This clause is an essential condition of this Contract.

16. Power of Attorney

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

17. Service of Notices

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

17.2 Any notice may be served by:

- (a) leaving it at; or
- (b) sending it by a method of post requiring acknowledgment of receipt by the addressee to,

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

- (c) by email to an address of the person to be served as stated in the Schedule (as updated or notified by that person from time to time) and, unless a notification is received by the sending party that it is not delivered or the email address is unattended, the notice is taken to have been received at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day; or
- (d) serving it on that party's solicitor:
 - (i) in any of the above ways; or
 - (ii) by facsimile unless it is not received (a notice is taken to have been received at the time shown in the transmission report confirming that the whole facsimile was sent).

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

17.4 If a notice is served in accordance with clause 17.2(a), the notice is taken to have been received on the day that it is delivered or, if not delivered before 5:00pm on a Working Day, on the next Working Day.

17.5 If a notice is served in accordance with clause 17.2(c), the notice is taken to have been received on the day 2 Working Days after it was posted.

18. Planning Conditions

18.1 The Buyer acknowledges that the Authority is responsible for all development consents and approvals in relation to the Land and the Buyer therefore releases the Seller from any liability, cause of action or any other claim in relation to disturbance, loss or detriment caused by the Authority granting or denying any consent or approval in relation to the Land.

19. Date for Completion

- 19.1 The Date for Completion is the date that is 20 Working Days after written notification to the Buyer of the registration of the Crown Lease.

20. Submission of Transfer

- 20.1 The Seller will provide the Buyer with a Transfer, as if it is a notice, on or by the date that is 20 Working Days prior to the Date for Completion.
- 20.2 The Buyer must return the Transfer, executed by the Buyer, within 10 Working Days of the date the Transfer is received by them under clause 20.1.
- 20.3 The Seller must execute the Transfer and provide it to the Buyer at Completion.

21. Restrictions on Transfer

- 21.1 The Crown Lease is not subject to any restrictions on transfer or assignment except as disclosed in clause 21.2 and the Schedule.
- 21.2 The Building and Development Provision of the Lease has not been satisfied and Completion is conditional on the issue of a consent to the transfer of the Lease under Section 370 of the Planning Act (**Consent**).
- 21.3 Any application fee payable in connection with the application for Consent must be paid by the Buyer.

22. Restrictive Covenant

- 22.1 The Buyer must in the Transfer, covenant with the Seller in the form of the Restrictive Covenant.
- 22.2 The Buyer will in a good and workmanlike manner to the reasonable satisfaction of the Seller at its own expense construct on the Land a building that complies with the Multi Unit Development Guidelines and in accordance with the Restrictive Covenant.

23. Homes for Homes Initiative

- 23.1 The Buyer acknowledges and agrees that:
- (a) The Seller is participating in the Homes for Homes Initiative.
 - (b) The Seller has or will enter into the Donation Deed which binds the Seller, the Buyer and future owners of the Land until the Buyer or a future owner elects to exercise its right to withdraw the Land from the Homes for Homes Initiative.
 - (c) By signing this Contract, the Buyer agrees (as Donor):
 - (i) to the terms set out in the Donation Deed in respect of the Land;
and
 - (ii) consents to the Buyer's details being provided to Homes for Homes for its use in operating the Homes for Homes Initiative.
 - (d) Pursuant to the Donation Deed:
 - (i) Homes for Homes is entitled to lodge the Permissive Caveat over the Land that permits subsequent dealings other than a transfer for which Homes for Homes' consent is required;

- (ii) Homes for Homes is required to give its consent to any transfer, and the Buyer may require a consent to be provided, at any time; and
- (iii) the Buyer as Donor agrees to make a voluntary donation to Homes for Homes of 0.1% of the sale price when the Buyer sells the Land or any part of it.

23.2 The Buyer agrees:

- (a) to be bound by the Donation Deed; and
- (b) not to withdraw the Permissive Caveat while it is the owner of the Land or any part of the Land,

unless the Buyer provides the Seller with written evidence that the Buyer cannot secure finance to complete the Contract as a result of the Permissive Caveat in which case:

- (c) the Seller will procure the withdrawal of the Permissive Caveat at Completion; and
- (d) the Buyer will provide to the Seller a cheque in favour of 'Homes for Homes' at Completion for an amount being 0.1% of the Price which the Seller will provide to Homes for Homes.

23.3 The Buyer agrees to include clause 23.1 in its on-sale contracts for dwellings constructed on the Land.

24. Privacy

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

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

25. Driveway Crossovers

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

26. Foreign Buyer

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

27. Deposit Bond

- 27.1 If before the Date of this Contract the Seller notifies the Buyer that it will accept a Deposit Bond and approves the form and conditions of a proposed Deposit Bond, the Buyer may provide the Seller with the Deposit Bond for the amount that is 5% of the Price in lieu of the Deposit.
- 27.2 The Seller is not obliged to accept a Deposit Bond from the Buyer.
- 27.3 The Deposit Bond must not have an expiry date that is any earlier than the date that is 3 months after the Sunset Date of this Contract.
- 27.4 The Deposit Bond must show the Seller as the beneficiary of the Deposit Bond.
- 27.5 The Buyer must pay the amount stipulated in the Deposit Bond to the Seller in cash or by unendorsed bank cheque on Completion of this Contract or at such other time as may be provided for the Deposit to be accounted for to the Seller.
- 27.6 If:
- (a) the Seller serves on the Buyer a notice in writing claiming the Buyer has forfeited the Deposit; or
 - (b) in the Seller's opinion, the provider of the Deposit Bond or the relevant bank is unable to pay the amount referred to in the Deposit Bond,
- then to the extent that the amount has not already been paid under the Deposit Bond, the Buyer must immediately pay the Deposit, (or so much of it as has not been paid), to the Stakeholder.
- 27.7 The Seller acknowledges that payment under the Deposit Bond will, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the Deposit under clause 2.2 of this Contract.
- 27.8 If the provider of the Deposit Bond or the relevant bank is placed under external administration of any nature before Completion, the Buyer must, within 24 hours, secure the Deposit referred to in the Schedule 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 2.2 of the Contract,
- and this clause 27 is for the benefit of the Seller and the performance of the obligations by the Buyer pursuant to this clause 27 is an essential condition of this Contract.

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

- 28.1 The Seller may grant the Buyer access to the Land to enable the Buyer to undertake site investigations and inspections, provided that the written consent of the Seller is first obtained.
- 28.2 The Buyer must by notice in writing to the Seller, request the Seller's consent to the access, providing the Seller with reasons for, and the time that access is required so that the Seller can then consider whether its approval to the access will be given.
- 28.3 The Buyer indemnifies and must keep indemnified the Seller with respect to any claim, loss or damage incurred or suffered by the Seller as a result of the Buyer or any other person on behalf of the Buyer exercising its rights under this condition.
- 28.4 The Buyer may not assign its rights under this Contract.

29. Public Domain

- 29.1 The Buyer, during the course of the construction of the 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.
- 29.2 If any damage or destruction is done to the Public Domain, the Buyer must promptly cause the damage to be rectified at the Buyer's cost.

30. Multi Unit Development Guidelines

- 30.1 The Buyer must comply with the Multi Unit Development Guidelines, in respect of any building to be constructed on the Land, to the satisfaction of the Seller.
- 30.2 No Improvements are to be erected on the Land without the written endorsement of the Seller.
- 30.3 The Seller:
- (a) may in its discretion amend or vary the Multi Unit Development Guidelines; and
 - (b) must provide to the Buyer copies of any varied or amended Multi Unit Development Guidelines.
- 30.4 Subject to clause 30.5, the Buyer may not make any objection, requisition or claim for compensation in respect of the the Block Plans and the Multi Unit Development Guidelines and/or any change or alteration to the Block Plans or the Multi Unit Development Guidelines (whether resulting from the Authority's requirements or otherwise).
- 30.5 If a change is made to the Plan, the Block Plans or the Multi Unit Development Guidelines which causes the Buyer a verifiable loss in excess of 5% of the Price, the Buyer may within 10 Working Days of being notified of the amended Plan, Block Plans or Multi Unit Development Guidelines rescind this Contract and clause 14 will apply.
- 30.6 The Seller will not unreasonably withhold its endorsement to the erection of any Improvements where they are in accordance with the Multi Unit Development Guidelines and the approval and consent of all relevant authorities.

- 30.7 The Buyer must obtain from the relevant authorities all approvals necessary to erect any Improvements on the Land and in accordance with the plans and specifications endorsed by the Seller.
- 31. Not used**
- 32. Compliance Bond**
- 32.1 The Buyer will provide to the Seller at Completion the Compliance Bond as security for the performance of the Buyer's obligations in respect of clauses 29 and 30 of this Contract.
- 32.2 The Seller will hold the Compliance Bond in accordance with this clause 32 and may, in its discretion, deposit the Compliance Bond into an interest bearing account and any interest earned on the Compliance Bond will be the Seller's.
- 32.3 The purpose of the Compliance Bond is to ensure the Buyer's compliance with:
- (a) clauses 30.1 (that the Buyer will erect on the Land Dwellings that comply with plans and specifications endorsed by the Seller);
 - (b) clause 29.1(a) (to ensure protection of the Public Domain); and
 - (c) clause 29.1(c) (no damage to Public Domain).
- 32.4 If at any time the Buyer is in default with respect to clauses 29 or 30 then the Seller may without notice to the Buyer draw on the Compliance Bond and the amount drawn on will be applied against the damage suffered by the Seller by virtue of the breach.
- 32.5 Any Compliance Bond (or proportionate part of the Compliance Bond drawn on by the Seller) must be reinstated by the Buyer to the Seller within 5 Working Days of demand.
- 32.6 The Seller will return the Compliance Bond to the Buyer within 10 Working Days of the Buyer achieving Practical Completion (to the satisfaction of the Seller) as long as Practical Completion is achieved by the date that is no later than 48 months after Completion, after which time the Compliance Bond is forfeited to the Seller.
- 32.7 The Buyer must notify the Seller when it considers it has reached Practical Completion so that the Seller can inspect the Land and confirm that Practical Completion has been achieved to the satisfaction of the Seller.
- 32.8 The Buyer may pass on the cost of the Compliance Bond to the Buyer's builder by inserting in the form of building contract a requirement that the Compliance Bond be paid by the Buyer's builder.
- 32.9 The Buyer acknowledges that if the Buyer sells the Land, prior to the compliance requirements list in clause 32.3 being satisfied:
- (a) the Compliance Bond will be refunded to the Buyer once Practical Completion has been achieved; and
 - (b) the Buyer's transferee (including any subsequent transferee) will have no right under this Contract or the Building and Siting Requirements with respect to a refund of the Compliance Bond.
- 32.10 If the Buyer (including any transferee) commences construction of Improvements on the Land without first obtaining Seller endorsement of its plans and specifications in accordance with clause 30 then the Seller will be entitled immediately to pay the Compliance Bond to itself without accounting further to the Buyer.
- 32.11 The Buyer acknowledges that the amount of the Compliance Bond represents the agreed damages arising from the failure of the Buyer to comply with clause 29 or clause 30.

33. Block Plans

- 33.1 The Buyer acknowledges that the area of the Land specified in the Plan and the Block Plans is subject to final survey.
- 33.2 The Seller will provide the Buyer with a copy of the Deposited Plan prior to the Date for Completion upon request by the Buyer.

34. Co-ownership

- 34.1 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.

35. Director's Guarantee

- 35.1 If the Buyer is a corporation, all officeholders of that corporation must guarantee that corporation's performance of its obligations under this Contract.
- 35.2 The guarantee is to be in the form attached as **Annexure A**.

36. Merger

- 36.1 The terms of this Contract will not merge on Completion.

37. Bushfire Protection

- 37.1 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.

38. Cat Containment

- 38.1 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.

39. Geotechnical Information

- 39.1 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.
- 39.2 The Seller discloses that the Land is located in a former pine forest where significant amounts of organic material may be present.

40. No Solid Fuel Heating

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

41. Foreign Resident Capital Gains Withholding Payments

- 41.1 In this clause 41 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 41.7 applies, the amount that is 10% of the Price.

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

41.2 The Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
 - (b) give evidence of compliance with clause 41.2(a) to the Seller,
- no later than 5 days before the Date for Completion.

41.3 The Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 41.2(a) within 5 days of written request from the Buyer.

41.4 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.

41.5 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 41.4 in payment of the Withholding Amount following Completion.

41.6 If the parties do not comply with clause 41.5:

- (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 41.6.

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

41.8 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.

41.9 Clauses 41.2 to 41.7 do not apply if the Seller provides the Buyer with a current Clearance Certificate prior to Completion.

42. Residential Withholding Tax

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

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

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

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

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

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

- 42.2 The Seller must provide the Buyer with the RW Amount Information no later than 28 days before the Date for Completion.
- 42.3 If the 'RW Amount required to be paid?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-50 in relation to the supply of the Property from the Seller to the Buyer.
- 42.4 The following clauses 42.5 to 42.12 inclusive only apply if the 'RW Amount required to be paid?' option on the Schedule is selected 'yes'.
- 42.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 42.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14-255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 42.6 Subject to clause 42.11, the Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer (or the relevant recipient of the supply within the meaning of the GST Act) by the ATO no later than 7 days prior to the Date for Completion.
- 42.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or Completion.
- 42.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and give to the Seller on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 42.9 In relation to the unendorsed bank cheque required by clause 42.8, the Seller must:
- (a) forward the unendorsed bank cheque to the ATO immediately after Completion; and
 - (b) provide the Buyer with evidence of payment of the RW Amount to the ATO by the date that is 5 Working Days after Completion.
- 42.10 The Buyer and Seller must comply with all ATO requirements in relation to the Withholding Law and must also assist and co-operate with each other in order to ensure that those requirements are met. If necessary to give effect to this clause, the Buyer appoints the Seller as its agent for the purpose of completing any notification required to be given by the Buyer to the ATO.
- 42.11 The Seller may provide the Buyer with updated RW Amount Information at any time, and (if necessary) on more than one occasion, prior to Completion. If the Seller provides the Buyer with updated RW Amount Information in accordance with this clause, the Buyer must, within 2 Working Days of receipt of the RW Amount Information, provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO including the updated RW Amount Information."

42.12 The Seller indemnifies the Buyer against the amount of any penalties or interest charges imposed by the ATO on the Buyer (or the relevant recipient of the supply) arising from any failure by the Seller to forward the unendorsed bank cheque required by clause 42.9(a) to the ATO.

43. Potential Residential Land

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

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

the Buyer must provide the Seller with a statement to that effect on the earlier of:

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

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

43.2 Where the Buyer has provided the statement referred to in clause 43.1, 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).

44. Definitions and Interpretation

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

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.
Block Plans	the plans titled "Block Details Plan" and "Fill on Blocks Plan" attached to this Contract as Annexure D .
Breach of Covenant	means: • a "Development" for which the relevant authority has not granted approval; • a breach of the Building and Development Provision of the Crown Lease; • a breach of a restrictive covenant registered on the Crown Lease; • a breach of any covenant of the Crown Lease.
Building and Development Provision	has the same meaning as in the Planning and Development Act.
Completion	is the date and time at which this Contract is completed.

Compliance Bond	the amount of \$160,000.00
Covenant	includes restrictive covenant.
Crown Lease	the lease (as defined in the Planning and Development Act), substantially in the form of the Specimen Lease, that includes a purpose of a maximum of 22 multi-unit Dwellings, that will be transferred to the Buyer in accordance with this Contract.
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.
Deposited Plan	the plan relating to the Land and registered under Section 7 of the <i>Districts Act 2002</i> (ACT).
Development	has the same meaning as in the Planning and Development 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 G;
Dwelling	a separately titled unit constructed on the Land with a separate unit title within a registered units plan.
Heritage Act	is the Heritage Act 2004 (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 Crown Lease.
Multi Unit Development Guidelines	the building and siting guidelines applicable to the Land, a copy of which is attached as Annexure E .
Permissive Caveat	the form of permissive caveat attached as Annexure G , 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.
Plan	the proposed plan of the subdivision that comprises the Land, attached to this Contract as Annexure C .

Planning and Development Act

the Planning and Development Act 2007 (ACT).

Practical Completion

when:

- (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 Privacy Act 1988 (Cth) and any ancillary rules, regulations, guidelines, orders, directives, codes of conduct or practice or other instrument made or issued thereunder, including:

- (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 F** to this Contract.

Specimen Lease

the draft Crown Lease attached as **Annexure B**.

Territory

- (a) when used in a geographical sense, means the Australian Capital Territory; and
- (b) when used in any other sense, means the body politic established by section 7 of the Australian Capital Territory (Self Government) Act 1998 (Cth).

Transfer

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

Working Day

any day other than a Saturday, Sunday, Public Holiday or Bank Holiday in the Territory.

44.2 In this Contract:

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

- (f) a reference to an Act refers to any subordinate legislation made under it or any Act which replaces it.
- 44.3 Headings are inserted for convenience only and are not part of this Contract.
- 44.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.2.
- 44.5 A reference to "this Contract" includes the Schedule, Annexure clauses, the special conditions, and attachments (if any) forming part of this Contract.
- 44.6 If there is more than one buyer the obligations which they undertake bind them jointly and individually.

Annexure A

Director's Guarantee

..... of (address).....

.....agree as follows:

1. We are Directors of the Buyer.
2. In consideration of the Seller entering into this Contract at my/our request, 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) 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 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. 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

Full name of witness

Signed by
in the presence of:

Signature of witness

Full name of witness

Signature

Capacity

Signature

Capacity

Annexure B

Crown Lease

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

AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

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

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the
Regulations made under that Act on the day of

Two thousand and eighteen WHEREBY THE PLANNING AND LAND
AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF
AUSTRALIA ("the Commonwealth") in exercising its functions grants to

LESSEE «Lessee» having its registered office at «Address» in the Australian Capital
Territory ("the Lessee") ALL THAT piece or parcel of land situate in the
Australian Capital Territory containing an area of «BlockArea» square metres

LAND or thereabouts and being **Block** «block» **Section** «section» **Division of**

as delineated on **Deposited Plan Number** in the Registrar-

General's Office at Canberra in the said Territory ("the land") RESERVING unto
the Territory all minerals and the right to the use, flow and control of ground water

TERM under the surface of the land TO HOLD unto the Lessee for the term of ninety nine
years commencing on the day of Two thousand and
eighteen ("the date of the commencement of the lease") to be used by the Lessee
for the purpose set out in Clause 3(b) of this lease only YIELDING AND PAYING
THEREFOR rent in the amount and in the manner and at the times provided for in
this lease and UPON AND SUBJECT TO the covenants conditions and
agreements contained in this lease.

INTERPRETATION 1. IN THIS LEASE unless the contrary intention appears:

- (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) “class” for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (d) “dual occupancy housing” means the use of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (e) “dwelling”:
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (f) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;

- (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
- (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
- (g) “multi-unit housing” means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (h) “premises” means the land and any building or other improvements on the land;
- (i) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’t);
- (j) words in the singular include the plural and vice versa;
- (k) words importing one gender include the other genders;
- (l) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

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

MANNER OF
PAYMENT OF
RENT

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

3. THE LESSEE FURTHER COVENANTS WITH THE
COMMONWEALTH as follows:

COMPLETION
OF DEVELOPMENT

- (a) That the Lessee shall within forty eight (48) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority complete the erection of an approved development on the land in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable to such development;

PURPOSE

- (b) To use the land for the purpose of multi-unit housing for «Dwelling Limits» dwellings;

SOLID FUEL
HEATING

- (c) That the Lessee shall not without the prior written consent of the Authority install or use a solid fuel heating system on the premises;

EASEMENTS

- (d) That:
- (i) the Authority, on behalf of the Commonwealth, grants over that part of the land ("Land") identified as an easement for services on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
 - (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the Land within the site of the Easement; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the Land;
 - (2) taking anything on to the Land; and

- (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
- (iii) in exercising the powers in Clause 3(d)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the Land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the Land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 3(d)(iii)(B), does not require the service provider to restore:
 - (A) the Land to a condition that would result in:
 - (1) an interference with:
 - (i) any service on or through the Land; or
 - (ii) access to any service on or through the Land; or
 - (2) a contravention of a law of the Territory; or
 - (B) any building or structure placed or constructed on any part of the Land comprising the Easement;
- (v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the Land comprising the Easement UNLESS written advice from the service provider is obtained;
- (vi) for the purposes of the Easement, “services”, includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewage; and
- (vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;

PROVISION OF
HYDRAULIC MAINS
STORMWATER
DRAINS AND
SEWER LINES

- (e) That the Lessee shall provide and thereafter maintain hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants on the land in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

PROVISION OF
STORAGE AREAS
CARPARKING
AND ILLUMINATION

- (f) That the Lessee shall provide and thereafter maintain storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

PROVISION OF
FACILITIES FOR
ELECTRICAL AND
TELEPHONE CABLES

- (g) That the Lessee shall provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;

LANDSCAPING

- (h) That the Lessee shall provide and thereafter maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

PRESERVATION
OF TREES

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

SERVICE AREAS

- (j) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;

BUILDING
SUBJECT TO
APPROVAL

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

REPAIR

- (l) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;

FAILURE TO
REPAIR

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

RIGHT OF
INSPECTION

- (n) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND
CHARGES

- (o) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET
ENJOYMENT

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

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) an approved development in accordance with Clause 3(a) of this lease is not completed within the period specified in the said Clause; or
 - (iii) after completion of an approved development as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (iv) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

ACCEPTANCE OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(a) (i), (ii), (iii) or (iv) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES

- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee

does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

EXERCISE OF POWERS

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

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

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

.....
Witness

Signed by)
by:)

..... Signature Signature

..... Name in full Name in full

..... Director/Secretary Director/Secretary

Annexure C

Plan

Denman Prospect

MAP LEGEND

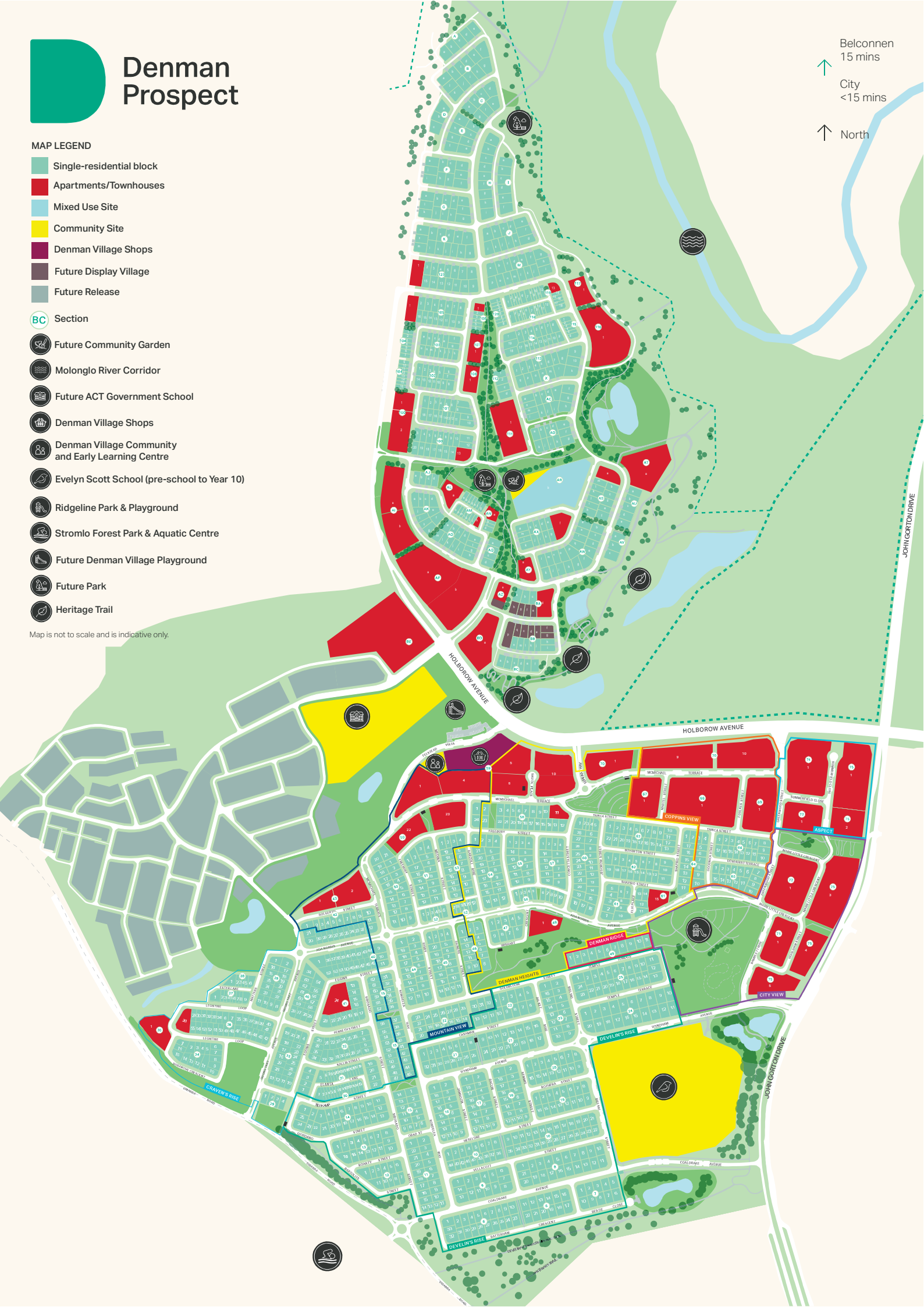
- Single-residential block
- Apartments/Townhouses
- Mixed Use Site
- Community Site
- Denman Village Shops
- Future Display Village
- Future Release

BC Section

- Future Community Garden
- Molonglo River Corridor
- Future ACT Government School
- Denman Village Shops
- Denman Village Community and Early Learning Centre
- Evelyn Scott School (pre-school to Year 10)
- Ridgeline Park & Playground
- Stromlo Forest Park & Aquatic Centre
- Future Denman Village Playground
- Future Park
- Heritage Trail

Map is not to scale and is indicative only.

Belconnen
15 mins
City
<15 mins
North



Annexure D

Block Plans

LEGEND

STAGE BOUNDARY

5.0m WIDE DRIVEWAY

HD2
HEAVY DUTY DRIVEWAY

MU DRIVEWAY INDICATIVE LOCATION

143
SECTION IDENTIFIER

1
BLOCK IDENTIFIER

512m²
BLOCK AREA

25.0
BLOCK DIMENSIONS

INDICATIVE TREE LOCATION

COMBINED SERVICE EASEMENT 3.5m WIDE

SUBSTATION

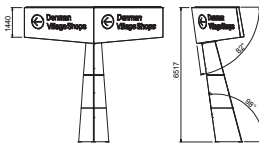
ELECTRICAL STREET LIGHT POLE

COMBINED SERVICE EASEMENT 2.5m WIDE

BLOCK REQUIRES UTILITY MAINTENANCE ACCESS EASEMENT.
WHERE SEWERAGE MAINS ARE LOCATED ON LEASED LAND AND
BUYERS MUST COMPLY WITH THE REQUIREMENTS OF UTILITY
PROVIDERS LAW. CONTACT ICON WATER ON (02) 6624831111 OR
mkhou@iconwater.com.au FOR FURTHER INFORMATION.

SOLAR PANELS MOUNTED TO BACK OF SIGN

1.440
PYLON SIGN



MINIMUM 0.0m SETBACK - ALL FLOORS
- SETBACKS APPLY TO ALL FLOOR LEVELS TO THE NOMINATED
BOUNDARY WITHIN THE PRIMARY BUILDING ZONE ONLY
- UNSCREENED ELEMENT FOR WALLS AT NOMINATED
SETBACKS APPLY AS PER THE RELEVANT TERRITORY CODE



MINIMUM 1.5m SETBACK - ALL FLOORS
- SIDE BOUNDARY SETBACKS APPLY TO ALL FLOOR LEVELS TO THE
NOMINATED BOUNDARY WITHIN THE PRIMARY BUILDING ZONE ONLY
- UNSCREENED ELEMENT FOR UPPER FLOOR WALLS AT NOMINATED SETBACKS
APPLY AS PER THE RELEVANT TERRITORY PLAN CODE



MINIMUM 1.5m SETBACK - UPPER FLOOR LEVEL ONLY
- SIDE BOUNDARY SETBACKS APPLY TO UPPER FLOORS LEVEL TO THE
NOMINATED BOUNDARY WITHIN THE PRIMARY BUILDING ZONE ONLY
- UNSCREENED ELEMENT FOR UPPER FLOOR WALLS AT NOMINATED
SETBACKS APPLY AS PER THE RELEVANT TERRITORY PLAN CODE



MINIMUM 2.0m SETBACK - ALL FLOORS
- SIDE BOUNDARY SETBACKS APPLY TO ALL FLOOR LEVELS WITHIN THE
PRIMARY AND REAR BUILDING ZONE
- UNSCREENED ELEMENT FOR WALLS AT NOMINATED SETBACKS APPLY AS PER
THE RELEVANT TERRITORY CODE



MINIMUM 3.0m SETBACK - ALL FLOORS
- FRONT, REAR BOUNDARY AND SIDE BOUNDARY SETBACKS APPLY TO
ALL FLOOR LEVELS WITHIN THE PRIMARY AND REAR BUILDING ZONE
- UNSCREENED ELEMENT FOR WALLS AT NOMINATED
SETBACKS APPLY AS PER THE RELEVANT TERRITORY CODE



MINIMUM 1.0m SETBACK - GARAGE / CARPORT ONLY
- THE MAXIMUM WALL LENGTH OF 6m



MINIMUM 2.0m SETBACK - GARAGE / CARPORT ONLY
- THE MAXIMUM WALL LENGTH OF 6m



LIMITED DEVELOPMENT OPPORTUNITY



MANDATORY MINIMUM 2 STOREYS



MANDATORY SURVEILLANCE BLOCK



MANDATORY SIDE BOUNDARY 2



BLOCKS SUBJECT TO MIDSIZE BLOCK PROVISIONS



POTENTIALLY NOISE AFFECTED BLOCK



MIN. 6m SETBACK NO BUILD ZONE, LANDSCAPE ZONE



PEDESTRIAN ACCESS REQUIRED
ALL FRONT BOUNDARIES NOMINATED MUST PROVIDE
PEDESTRIAN ACCESS. WHERE MULTI UNIT SITE EXCEEDS 10
DWELLINGS MULTIPLE ENTRIES MUST BE PROVIDED.



BAL 12.5 BUILDING STANDARD



DOUBLE FRONTAGE BUILT FROM FEATURE
BLOCKS NOMINATED TO PROVIDE BUILDING RESPONSE TO
BOTH FRONT BOUNDARIES VIA PROVISION OF HABITABLE
ROOMS THAT OVERLOOK BOTH FRONT BOUNDARIES.



NO VEHICLES ACCESS PERMITTED



TIMBER FENCE BY DEVELOPER



COURTYARD WALL BY DEVELOPER



FOR NOMINATED BLOCKS
NO FENCES PERMITTED TO NOMINATED FRONT BOUNDARY(S).
COURTYARD WALLS ARE PERMITTED AND ARE TO BE:
- CONSTRUCTED ONLY OF BRICK, BLOCK OR STONEWORK, ANY OF
WHICH MAY BE COMBINED WITH FEATURE PANELS.
- MAXIMUM HEIGHT OF 1.8m.
- LOCATED ON THE BLOCK BOUNDARY OR IN A LOCATION SETBACK
FROM THE BLOCK BOUNDARY AS REQUIRED TO PERMIT ACCESS
BY SERVICE AUTHORITIES



NO FRONT FENCING PERMITTED
NO FENCING PERMITTED TO NOMINATED FRONT BOUNDARY.
LANDSCAPE BOUNDARY TREATMENT ONLY
WHERE MULTI-UNIT SITE FRONTS OPEN SPACE, LANDSCAPE
TREATMENT IS TO PROVIDE VEHICLE BARRIER



DISTRICT WATER METER

NOTES

1. BLOCK EASEMENTS, DIMENSIONS, AREAS AND NUMBERS ARE SUBJECT TO SURVEY, REFER TO DEPOSITED PLANS FOR CONFIRMATION OF DETAILS.
2. STREET TREES, STREET LIGHTS AND SUBSTATION LOCATIONS ARE INDICATIVE ONLY.
3. ALL DIMENSIONS ARE IN METRES.



ISSUE	REASON FOR ISSUE	DATE	DESIGN	DRAWN	CHECKED	APPROVED FOR ISSUE
A	FOR INFORMATION	21/08/2024	NA	NA	NA	NA
B	FOR INFORMATION	21/08/2024	NA	NA	NA	NA
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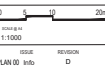
DRAWING STATUS
Having checked this drawing against the approved STANTBEC
specification in the approved for issue column, this drawing
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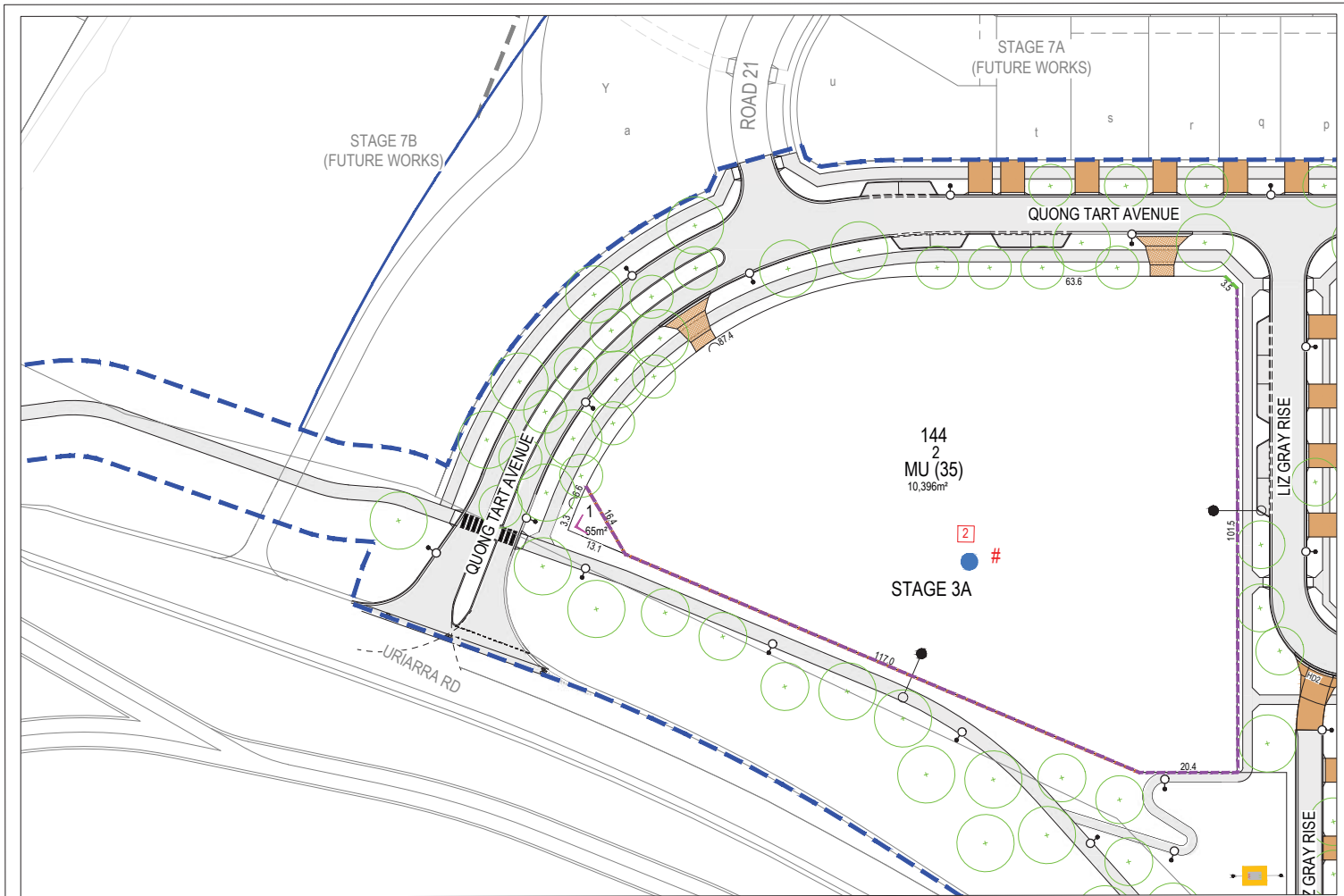
CLIENT



PROJECT
STROMLO REACH
STAGE 3A

DRAWING BLOCK DETAIL PLAN SHEET 1	
PROJECT No 20400271449	DRAWING No BLOCK DETAIL PLAN (B) 1a/b
ISSUE D	REVISION





ISSUE	PERSON FOR ISSUE	DATE	DESIGN	DRAWN	CHECKED	APPROVED FOR ISSUE
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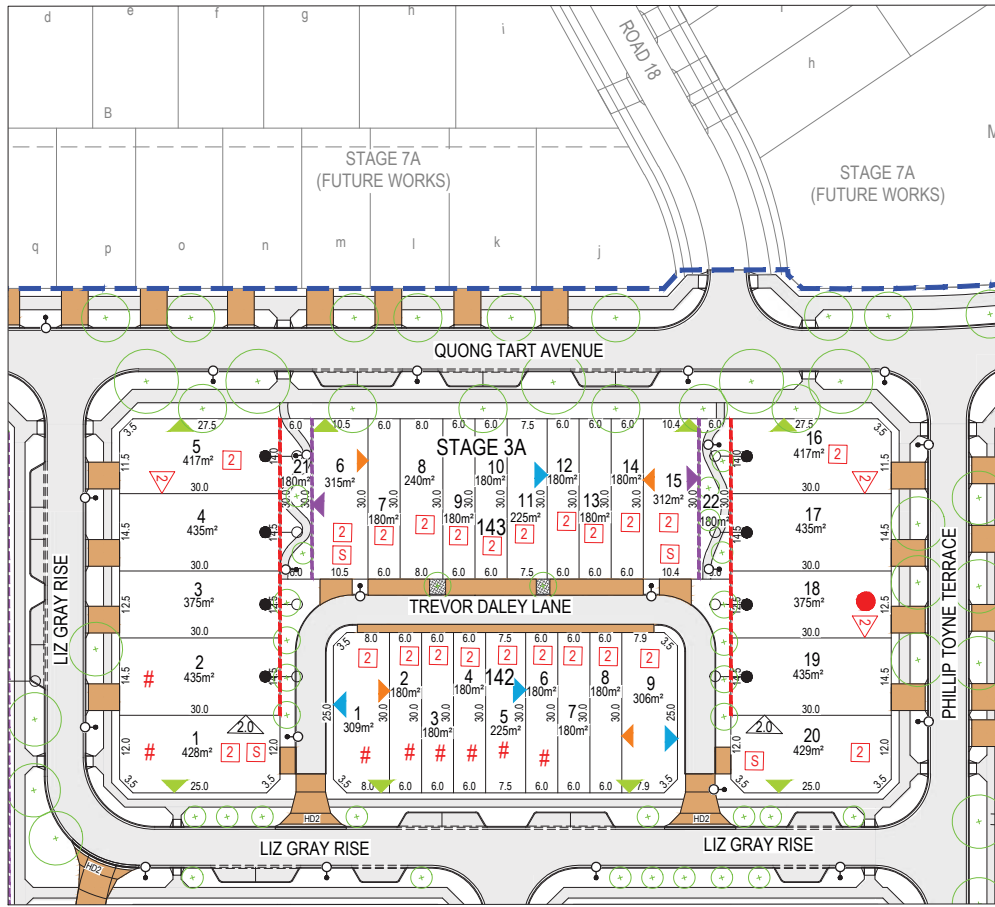
CAPITAL ESTATE DEVELOPMENTS

Denman Prospect

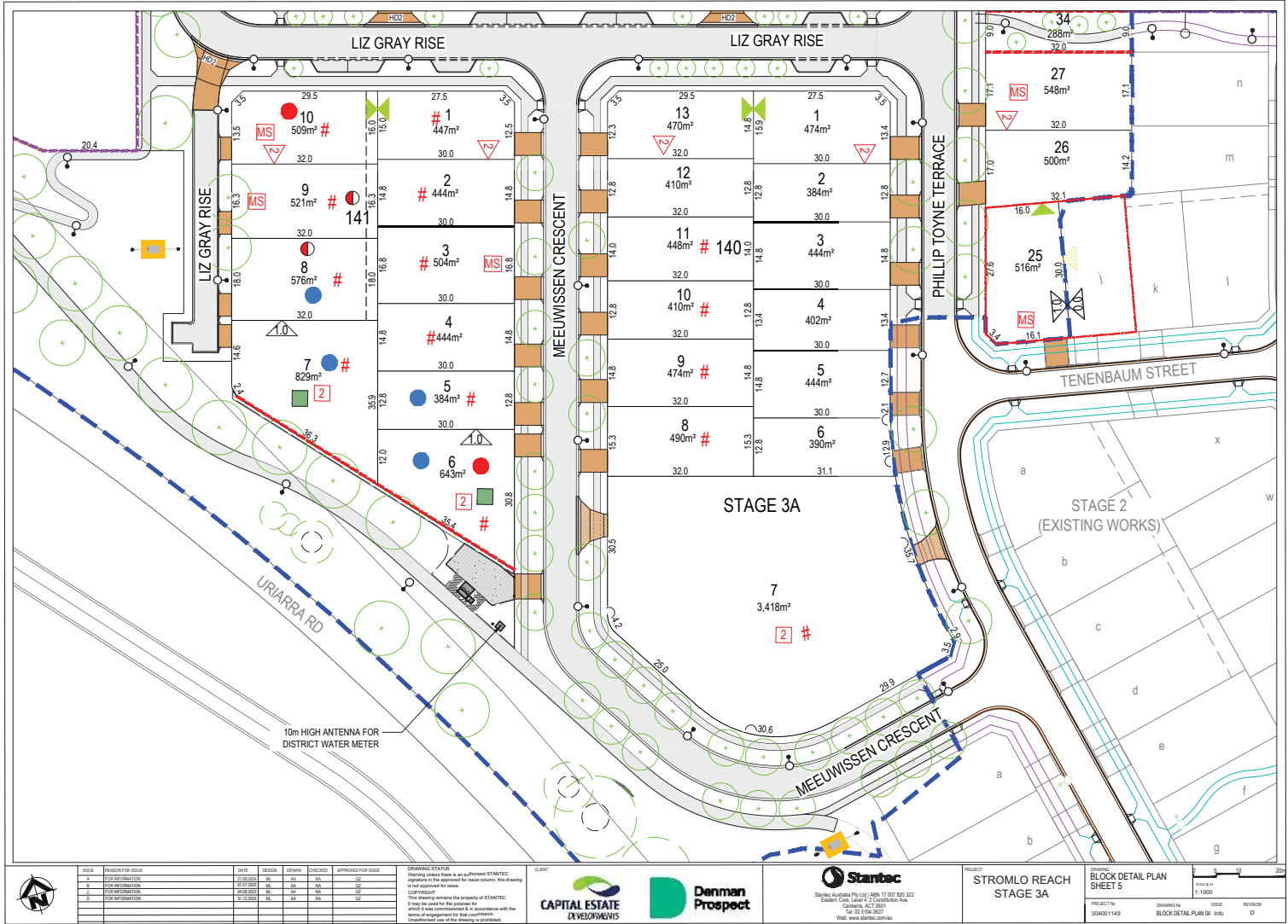
Stantec Australia Pty Ltd (ABN 17 007 820 322)
Eastern City, Level 12, 200 Collins St
Melbourne, VIC 3000
Tel: 03 9594 2022
Email: www.stantec.com.au

PROJECT
STROMLO REACH
STAGE 3A

DRAWING
BLOCK DETAIL PLAN
SHEET 2
PROJECT No: 2040021149
DRAWING No: BLOCK DETAIL PLAN 01
SCALE: 1:1000
ISSUE: D



ISSUE	PERSON FOR ISSUE	DATE	DESIGN	DRAWN	CHECKED	APPROVED FOR ISSUE	DRAWING STATUS	CLIENT	PROJECT	DRAWING	PROJECT NO.	DRAWING NO.	ISSUE	REVISION
A	FOR INFORMATION	10/08/2020	NA	NA	NA	NA	Working status drawing - Not authorized for construction	CAPITAL ESTATE DEVELOPMENTS	STROMLO REACH	BLOCK DETAIL PLAN SHEET 3	20400011409	20400011409	1:1000	D
B	FOR INFORMATION	10/08/2020	NA	NA	NA	NA	Working status drawing - Not authorized for construction	Denman Prospect	STROMLO REACH	BLOCK DETAIL PLAN SHEET 3	20400011409	20400011409	1:1000	D
C	FOR INFORMATION	10/08/2020	NA	NA	NA	NA	Working status drawing - Not authorized for construction	Stantec	STROMLO REACH	BLOCK DETAIL PLAN SHEET 3	20400011409	20400011409	1:1000	D
D	FOR INFORMATION	10/08/2020	NA	NA	NA	NA	Working status drawing - Not authorized for construction	Stantec Australia Pty Ltd (ABN 17 007 820 322)	STROMLO REACH	BLOCK DETAIL PLAN SHEET 3	20400011409	20400011409	1:1000	D
E	FOR INFORMATION	10/08/2020	NA	NA	NA	NA	Working status drawing - Not authorized for construction	Stantec Australia Pty Ltd (ABN 17 007 820 322)	STROMLO REACH	BLOCK DETAIL PLAN SHEET 3	20400011409	20400011409	1:1000	D



ISSUE	REASON FOR ISSUE	DATE	DESIGN	CHECKED	APPROVED FOR ISSUE
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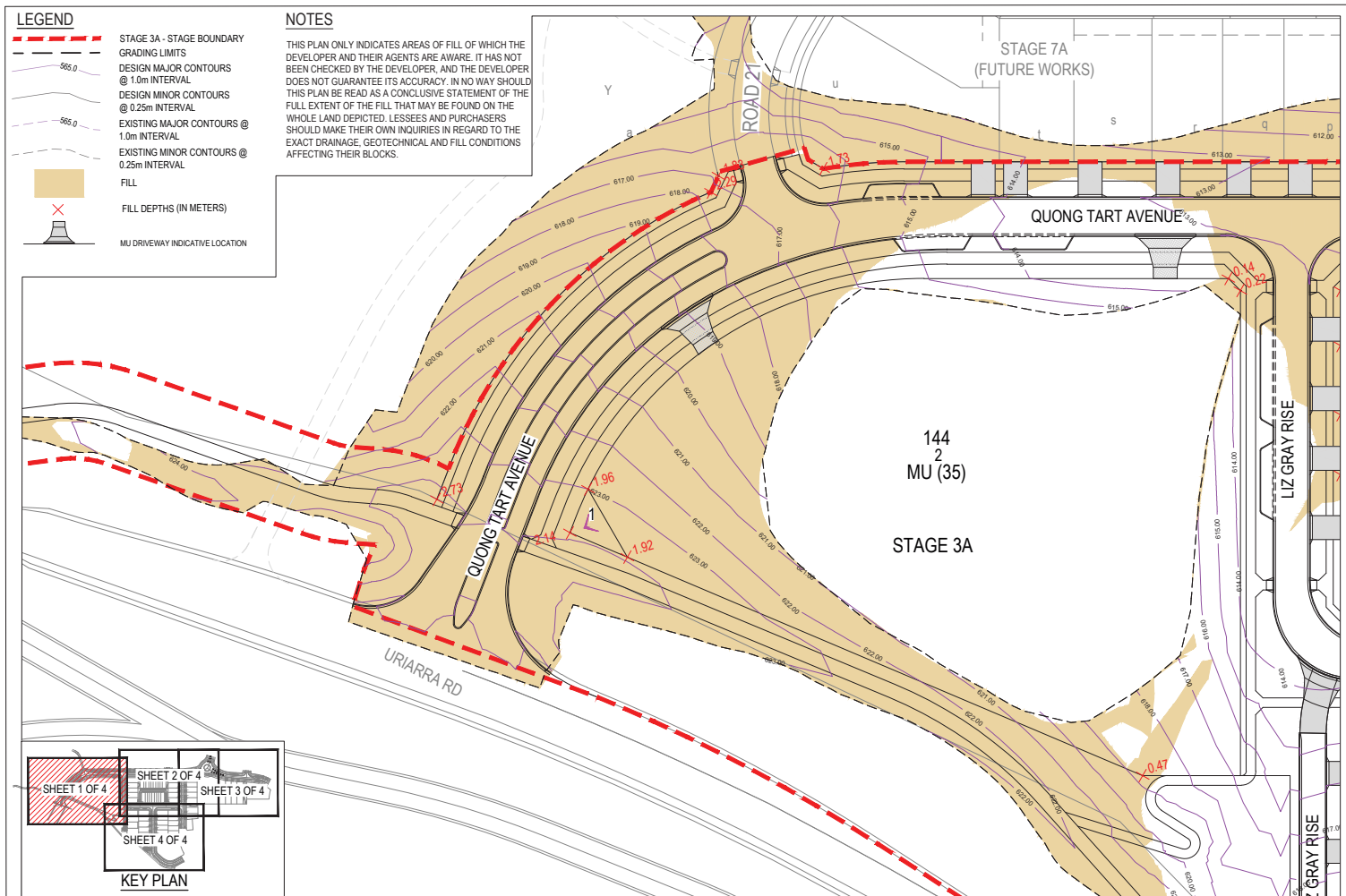
DRAWING STATUS:
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PROJECT: STROMLO REACH
STAGE 3A

PROJECT NO.	DRAWING NO.	ISSUE	REVISION
2040021149	BLOCK DETAIL PLAN 04	web	D

DRAWING: BLOCK DETAIL PLAN
SHEET 5
Scale: 1:1000

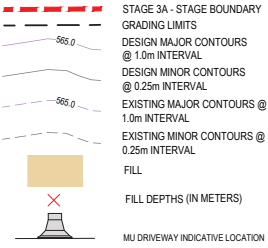


ISSUE	PERSON FOR ISSUE	DATE	DESIGN	DRAWN	CHECKED	APPROVED FOR ISSUE	DRAWING STATUS	CLIENT	PROJECT	DRAWING
A	FOR INFORMATION	11.08.2020	NA	NA	NA	NA	Working status from a new authorized SPACELAB signature in the approved for issue column, this drawing is not approved for issue	CAPITAL ESTATE DEVELOPMENTS	STORMLO REACH STAGE 3A	FILL ON BLOCKS SHEET 1
B	FOR INFORMATION	07.07.2021	NA	NA	NA	NA	COPYRIGHT	Denman Prospect		
C	FOR INFORMATION	01.12.2020	NA	NA	NA	NA	It may be used for the purpose for which it was commissioned & is inconsistent with the work of management for the corporation. Unauthorized use of this drawing is prohibited.	Stantec Australia Pty Ltd (ABN 17 007 820 322) Eastern Creek, Unit 1/2 Constitution Ave California, ACT 2601 Tel: 02 9356 2627 Email: www.stantec.com.au		

PROJECT No	2040011449	DRAWING No	BLOCK FILL 01	ISSUE	1	REVISION	C
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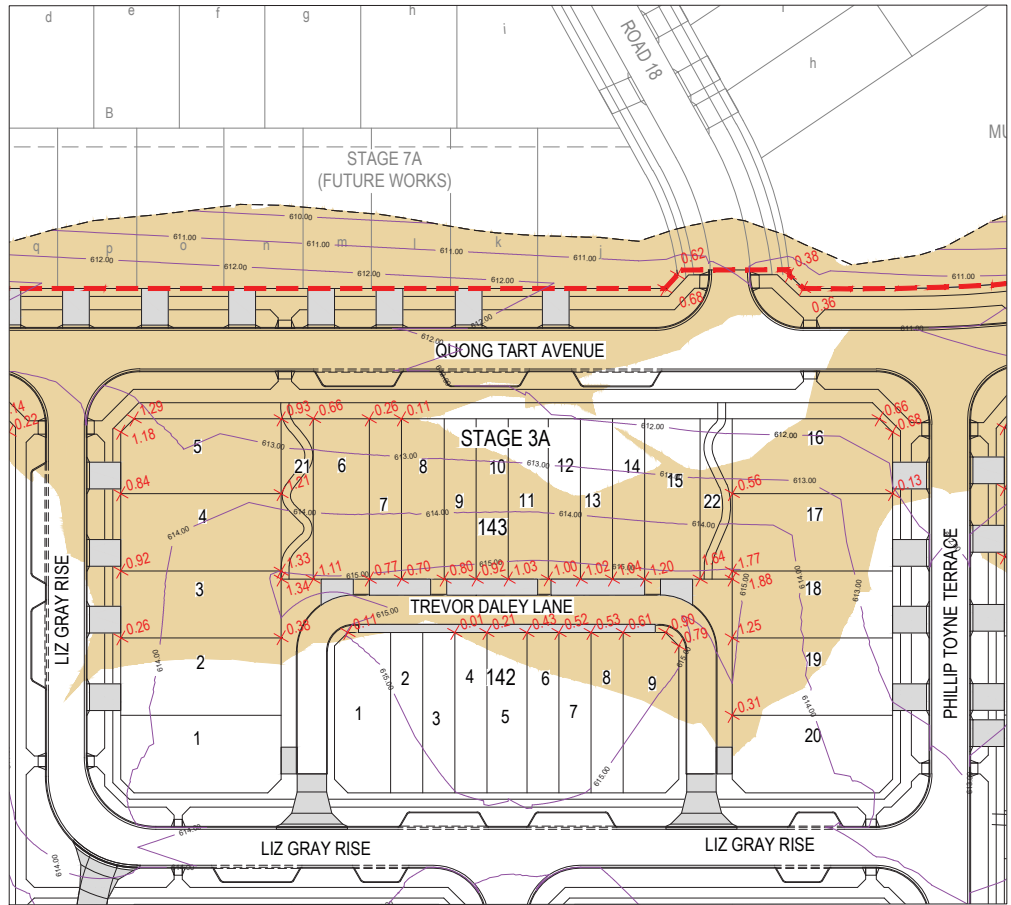
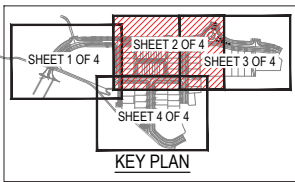
Scale: 1:1000

LEGEND



NOTES

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



ISSUE	REASON FOR ISSUE	DATE	DESIGN	DRAWN	CHECKED	APPROVED FOR ISSUE
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B	FOR INFORMATION	07.07.2020	NA	NA	NA	NA
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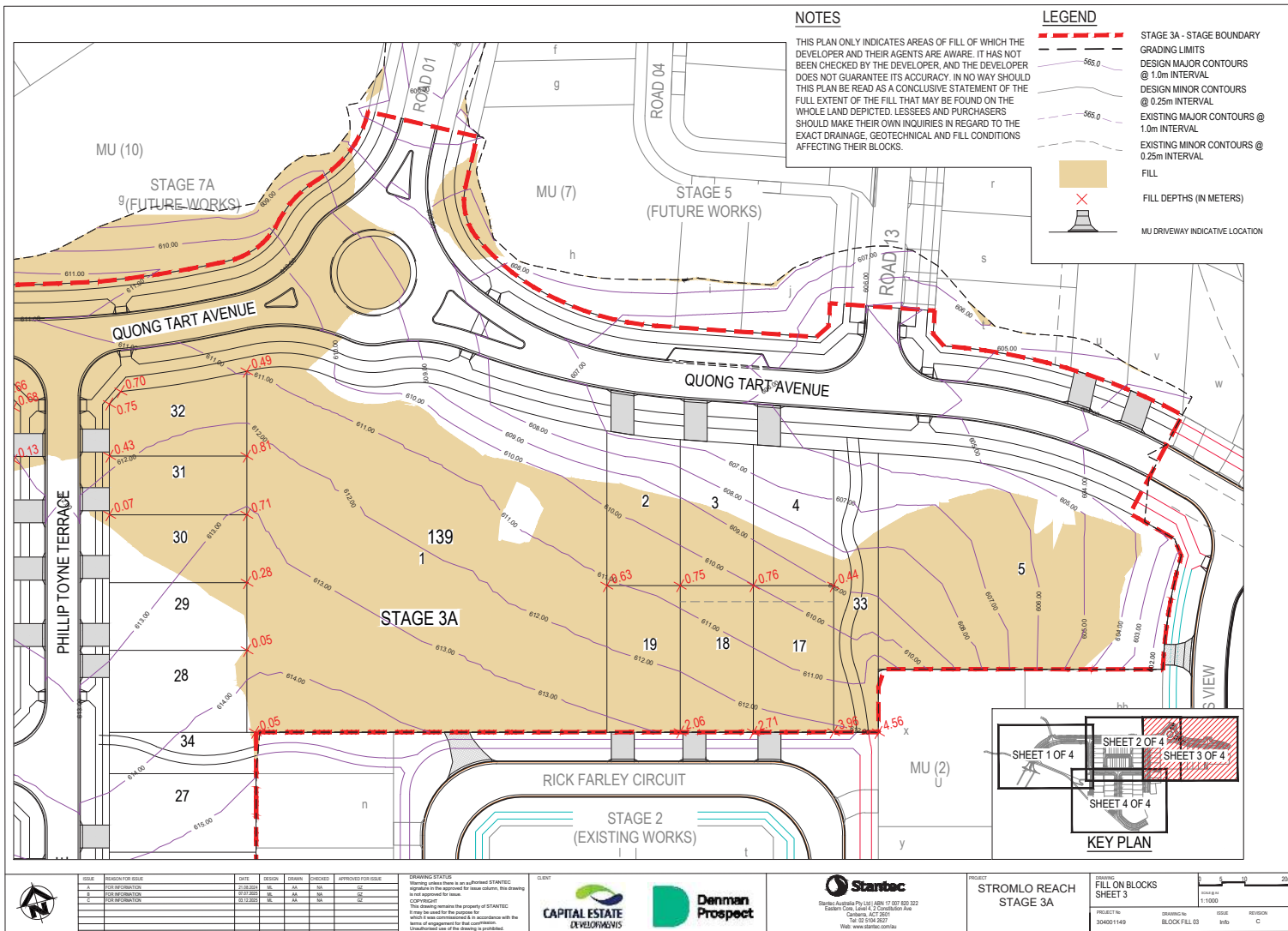
DRAWING STATUS
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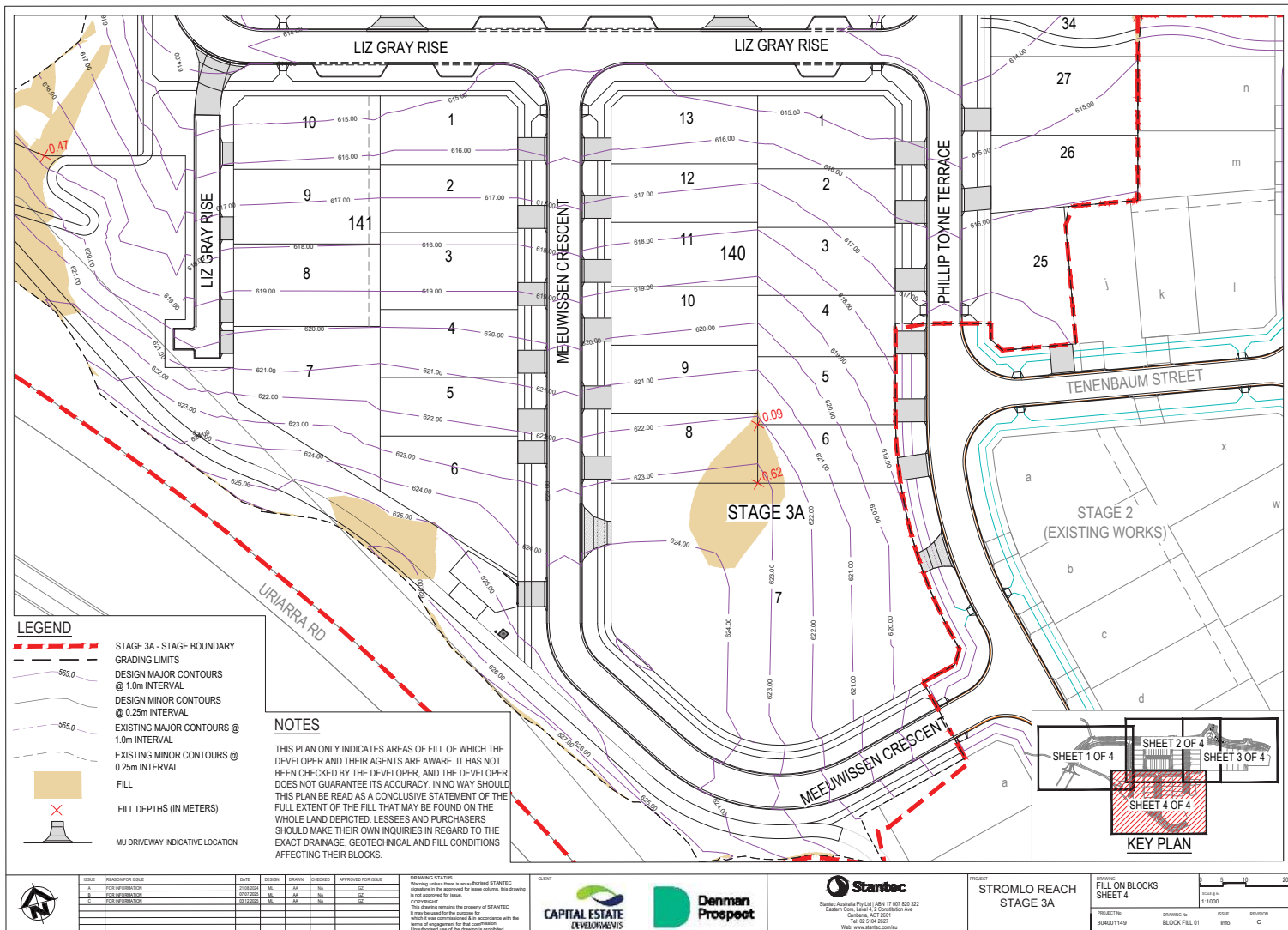
CLIENT



PROJECT
STROMLO REACH
STAGE 3A

DRAWING		FILL ON BLOCKS		SHEET 2	
PROJECT No	2040021149	DRAWING No	BLOCK FILL S2	ISSUE	REVISION
				Web	C





Annexure E

Multi Unit Development Guidelines

Denman Prospect

Multi Unit Development Guidelines



Denman
Prospect



Our Objective

To contribute to the urban fabric and character of Denman Prospect by delivering developments that possess timeless qualities & incorporate superior detail and finishes.

To create a vibrant and inclusive environment that provides residents and visitors with spaces that draw in the surroundings and overall, create an ease of living.



Design Requirements

Recognise and respond to the natural setting of the site.

Provide appropriate scale, mass and height with relationship to street character.

Enhance neighbourhood character through the use of high quality materials and finishes.

Landscape design should contribute to the private and public space and enhance interactions between buildings.

Maximise views and natural light.

Incorporate environmentally sustainable design principals.

Focus on activating all edges of the site by creating visual and pedestrian links that are both practical and beautiful.



Design Specifics

Site Context and Surrounding

Use the natural topography of the site to introduce level changes, maximise views and reduce oversite into other units.

Ensure buildings respond creatively to their existing context to reveal and express natural topography while contributing positively to the pedestrian environment.

Create walkable areas within the site itself and consider the interface to the street.

Consideration is to be given for the size and shape of site, easements, topography, solar envelopes, prevailing winds, views, response to street frontages and neighbouring amenity.

Review and consider architectural styles of nearby buildings.

Central passageways through sites are not to be used as carparks; if and where this cannot be avoided permeable surfaces are to be used and the softscape is to be of high quality.

Retain the street network by connecting internal passageways at appropriate intervals.

Carpark entries are to be discrete and integrated into the building design: they are not to be large blank openings in the street facade.

Waste and recycling bins are to be within storage areas, screened from all sides including from above; they are to be discretely located and have minimal visual impact.



Design Specifics

Building Mass and Scale

Create a consistent pattern of built form by patterning the building heights whilst still relating to the street; buildings are to vary in height, setbacks or step the mass of the building to create sensitive interfaces with adjacent buildings and open spaces.

The building respects the scale and form of the adjacent development, creating an appropriate relationship.

Buildings greater than 4 storeys are to step back/inward at street interfaces. Changes in depth create visual interest and also reduce the height impact on the development.

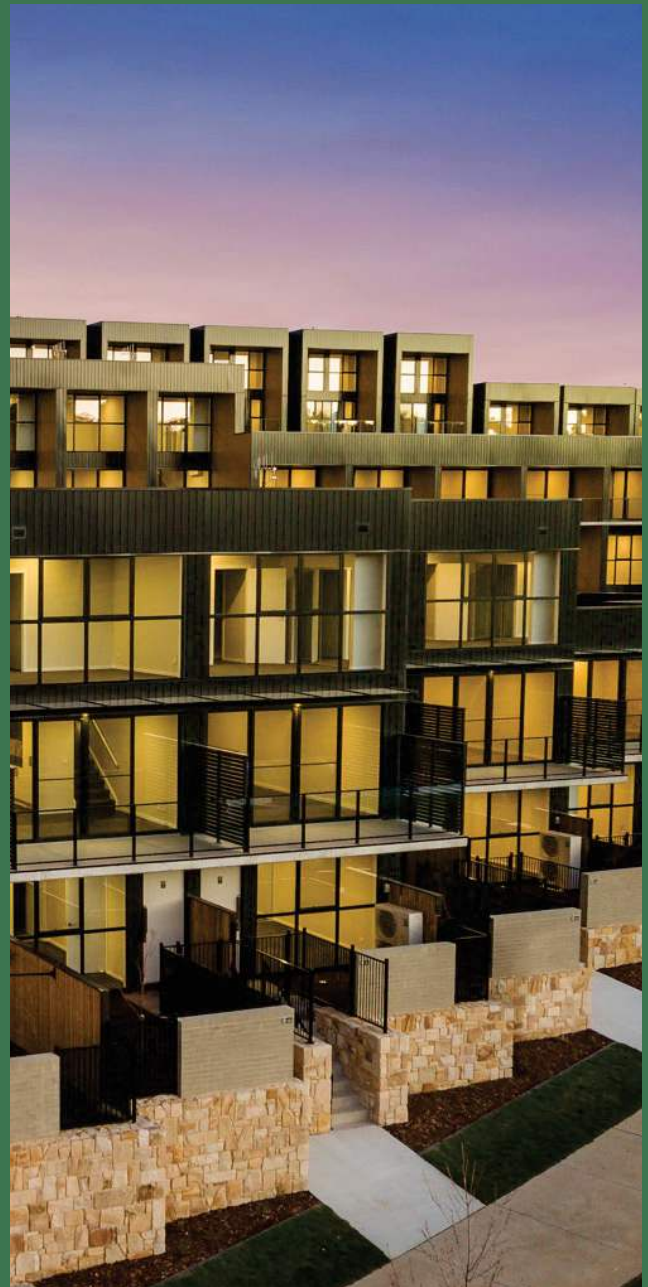
All buildings are to provide articulation, especially to the street, through clever use and balance of recessed & cantilevered detail.

Where there are multiple buildings on the site, massing is to be sympathetic to the street, surrounding buildings and open spaces, whilst preserving good solar access and encouraging the use of natural ventilation.

Large blank parapet walls will not be permitted on the uppermost floor of the building; this façade is to be articulated or use alternate materials to 'top' the building design.

Side setbacks are generally not permitted between terraces; if there is an isle between terraces, this façade is to be articulated and be of equal quality of the front elevation and take into account safety and solar access.

All sides of the building are to be treated with equal importance.



Design Specifics

Roof

Roof elements contribute to the overall building design and can have a significant impact on the building.

All roof elements should be of high quality and considered with each design.

Variation in roof design creates visual interest and continuous long lengths of unarticulated roofing are to be avoided.

No reflective roof materials will be permitted.

Rain and stormwater collection, lift overruns, plant and equipment is to be screened and incorporated into the roof design with minimal visibility from the public domain.

Consideration to be given to the use of the roof for recreation area, solar panels or services.



Design Specifics

Materiality & Finishes

Use of lightweight materials should be avoided at the base of the building; we encourage the use of solid elements at lower levels with lightweight materials used on the upper floor.

Large expanses of Colorbond facades are not permitted.

Use of primary reds, greens, yellows and the like against a neutral building is not acceptable; the colour scheme of the building is to be timeless in nature.

Strong contrasting colours will only be considered if the entire scheme of the building is fully integrated into the building and essential to the design. This will be at the discretion of the Denman Prospect Design & Compliance Team.

No finial and decorative details are permitted, no stuck on and applied elements are permitted.

No exposed plant, ductwork or plumbing is permitted.

Where visual screening devices are required to limit views between units, they are to be integrated into the building design and not impact natural light.



Use the best possible materials and reveal the qualities of those materials and the craftsmanship of their assembly.

— Karl Fredrich Schinkel

Design Specifics

Internal Layout and Design

Provide a range of dwelling diversity within the unit mix.

Provide windows and balconies overlooking streets and public spaces, maximising these outlooks is encouraged through clever incorporation of elements such as fixed glazing, stacking doors, juliet balconies and winter gardens.

Living spaces should front the street and/ or public spaces with private open spaces encouraged to be to the rear of the dwellings.

Internal layouts are to maximise views, natural light and ventilation whilst minimising the potential for overlooking into other units.

Any balcony should incorporate a covered element such as a roof or pergola.

Street entries to units are to be easily identifiable and are to accentuate and identify the building entry providing a transition from the street.

Multiple entries are encouraged and ground floor units are to have direct access to the street.

Consider the use of internal spaces and the relative size of habitable areas; it is inappropriate to design a main bedroom with walk in robe and double ensuite when there is inadequate space for a 3 seat sofa and dining table in the main living area.



Design Specifics

Landscape Intent

Consider the use of private open space and location of services; manipulation of nib walls and incorporation of privacy screening can not only reduce visual impact to the street but also the practical impact to the resident.

All courtyard walls are to be no higher than 1.8m in height, are to have a solid base no higher than 600mm high and incorporate transparent elements.

Solid masonry walls are not permitted without the incorporation of transparent elements.

No Chainmesh, Colorbond or standard pool fencing permitted.

All retaining walls are to be stone or stone faced unless otherwise approved by the Developer.

All units with a courtyard to the street are to incorporate as a minimum one tree at 2.5m min mature height at the time of planting.

Screening plants are encouraged to separate courtyards and provide privacy to the street.

The landscape design is to define and enhance the entry points, complement the public open spaces and be designed in a way to ensure visual surveillance is maintained.

Landscape to the street is to be continuous and consistent with the street character.

Letterbox design is to be incorporated and integrated with the building design.



Design Specifics

Environmental

Ensure the building design considers appropriate access to outlook and daylight.

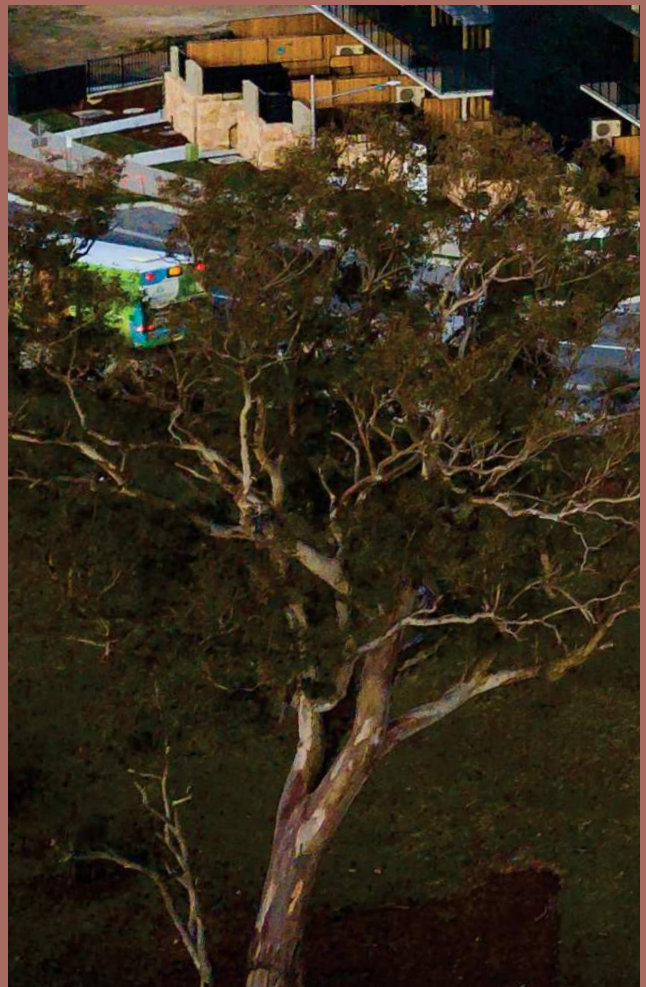
Ensure the design maximises the winter sun whilst minimises the summer sun.

Ensure visual impact into private open spaces is appropriate.

Maximise insulation to walls, ceilings and subfloors.

All separate title terrace homes are to incorporate a min 6.6kW solar array as outlined in the Denman Prospect Building and Siting Guidelines.

The installation of solar panels to all terraces is strongly encouraged. At the very least, provision which enables future installation of arrays and batteries is strongly suggested.



Use the best possible materials and reveal the qualities of those materials and the craftsmanship of their assembly.

— Karl Fredrich Schinkel



denmanprospect.com.au

Reference Documents

Territory Plan - Multi Unit Housing Development Code
and Applicable General Codes

Disclaimer: Whilst all care has been taken for errors or omissions, details may be subject to change without notice. Certain elements within this brochure were produced prior to design, construction or completion of parts of Denman Prospect. The information contained in this brochure is preliminary and subject to change without notice. Any dimensions and areas shown are approximate and, in some instances, subject to survey completion. Prospective buyers are advised that they must rely on their own enquiries and should seek further information and obtain appropriate expert advice. Elements of artwork, plans and images are indicative only, and are not to be relied upon as a definitive reference. Capital Property Group, Capital Airport Group Pty Ltd, and Capital Estate Developments will not be responsible for any loss or damage that may be incurred as a result of your reliance upon these documents.

Annexure F

Restrictive Covenant

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

DATED

202

The Buyer covenants with the Seller as follows:

1. In these restrictions on user:

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

Crown Lease means the Crown lease of the Land.

Land means the land the subject of this transfer.

Multi Unit Development Guidelines means the guidelines referred to in the Contract for Sale.

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

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

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

Block	Section	Division of Denman Prospect
-------	---------	-----------------------------
7. The land burdened by these covenants is the Land.
8. The parcels of land benefited by these covenants are the blocks referred to in clause 6 other than the Land.
9. These restrictions on user shall be released on the date that a Certificate of Occupancy for all improvements made to the Land has been issued by the relevant authority and a copy provided to the Transferor.

TRANSFEROR

Signed for and on behalf of the Transferor by its Attorney under Power of Attorney dated 24 June 2016 registered No. 0143707 in the presence of:

Signature of Witness

Full Name of Witness

Signature of Attorney who declares that the Attorney has not received any notice of the revocation of the power of attorney

Full name of Attorney

TRANSFeree

Signed by the **Transferee** in the presence of:

Signature of witness

Full name of witness

Signature of Transferee

Full name of Transferee

Signature of witness

Full name of witness

Signature of Transferee

Full name of Transferee

Annexure G

Permissive Caveat

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
		86	1	

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, Terminal Avenue, 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 the 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
Clayton Utz	conveyancing@claytonutz.com	Alfonso del Rio

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). | ☐ |
| (a) | Prevention of all instruments with the land other than those dealings as identified at <i>S104(5) Land Titles Act 1925</i> | ☐ |
| (b) | Prevention of instruments as follows; Transfer | ☒ |

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:

Alfonso del Rio
Legal Practitioner
for: Clayton Utz Lawyers

on behalf of the Caveator

OFFICE USE ONLY

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

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 143 151 644 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

Homes for Homes Donation Deed (Charge)

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.

Annexure H

Title documents & Clearance Certificate

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Denman Prospect Section 1 Block 12 on Deposited Plan 11553

Denman Prospect Section 1 Block 33 on Deposited Plan 15994

Lease commenced on 21/08/2023, granted on 21/08/2023, terminating on 01/01/2028

Area is 72.42 hectares or thereabouts

Proprietor

CAPITAL ESTATE DEVELOPMENTS PTY LIMITED

LEVEL 4 PLAZA OFFICE WEST, 21 TERMINAL AVENUE, CANBERRA AIRPORT ACT 2609

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 3018 Folio 84**

Restrictions

Market Value Lease: Applies For Term Of Lease

Purpose Clause: Refer Crown Lease

Restriction on Transfer/Assignment: Applies For Term Of Lease

S.251 Planning and Development Act 2007: Applies For Term Of Lease

S.298 Planning and Development Act 2007: Current

Registered Date	Dealing Number	Description
18/09/2023	3269913	Application to Register a Crown Lease
16/06/2025	3388386	Mortgage to Canberra Airport Holdings Pty Limited (ACN: 008 608 928)

End of interests

ADMINISTRATIVE INTERESTS

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

Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202240758	Development Application	12/10/2022	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	04/08/2023

NOTIFICATION**Description**

PROPOSAL FOR MULTI UNIT DEVELOPMENT - Stage 1 of 'The Borough' development, consisting of 2 new 6 storey buildings comprising 162 residential units with basement carparking, landscaping and associated works.

Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202341900	Development Application	13/07/2023	IMPACT TRACK - PUBLIC NOTIFICATION	APPROVAL CONDITIONAL	27/02/2024

Description

Re-notification of the proposal to correct block and section identifiers and timeframes for comment (see web link for further clarification). PROPOSAL FOR ESTATE DEVELOPMENT PLAN FOR DENMAN PROSPECT 2 ESTATE - Stromlo Reach EDP proposal for the creation of 295 single residential blocks, 15 multi-unit sites to accommodate 839 dwellings, 14 open space blocks including a Community Recreation Irrigated Park, 1 Community Facility block, 1 Transport Services Zone block, earthworks, construction of roads, infrastructure, servicing, tree removals, off-site works and associated works. The proposal also includes ongoing provisions for blocks to be incorporated into the Denman Prospect Precinct Map & Code.

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

Section 251
Planning and
Development Act
2007 applies

Entered in Register Book Vol 3018

Folio84

AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

David Pryce
 Registrar-General


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

18/09/2023

LESSEE

LAND

 TERM
 COMMENCEMENT

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the twenty first day of August Two thousand and twenty three WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to **CAPITAL ESTATE DEVELOPMENTS PTY LIMITED A.C.N. 137 573 623** having its registered office at **Level 4, Plaza Offices West, Terminal Avenue Canberra Airport** in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **72.42 hectares** or thereabouts and being **Blocks 12 & 33 Section 1 Division of Denman Prospect** as delineated on **Deposited Plan Number 11553 & 15994** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee for the term commencing on the twenty first day of August Two thousand and twenty three ("the date of the commencement of the lease") and terminating on the first day of January Two thousand and twenty eight to be used by the Lessee for the purpose set out in Clause 2(e) of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times provided in this lease and UPON AND SUBJECT TO the covenants conditions and agreements in this lease.

INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) "deed" means the deed of agreement between the Lessee and the Authority a copy of which comprises Attachment A to the lease registered as Vol 2362 Folio 23 in the Registrar-General's Office and which contains provisions as to planning, completion of the Works and associated activities;
- (d) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls, or from the centre lines of walls separating the building from any other building EXCLUDING any area used solely for rooftop fixed mechanical plant and/or basement carparking;

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

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

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

MANNER OF PAYMENT OF RENT

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

COMPLETION OF WORKS

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

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

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

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

**BUILDING SUBJECT
TO APPROVAL**

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

REPAIR

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

**FAILURE TO
REPAIR**

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

**RIGHT OF
INSPECTION**

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

**RATES AND
CHARGES**

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

PRESERVATION
OF TREES

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

3. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET ENJOYMENT

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

SURRENDER

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

NO COMPENSATION

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

4. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

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

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

ACCEPTANCE OF RENT

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

NOTICES

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

EXERCISE OF
POWERS

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

SCHEDULE 1

INDUSTRIAL CONDUCT UNDERTAKING

CAPITAL ESTATE DEVELOPMENTS PTY LIMITED A.C.N. 137 573 623 having its registered office at Level 4, Plaza Offices West, Terminal Avenue Canberra Airport in the Australian Capital Territory hereby undertakes to the Authority that it will, while Lessee of the lease for Blocks 12 & 33 Section 1 Division of Denman Prospect, require any contractors and sub-contractors engaged in the undertaking of any works required to comply with the building and development covenant to be included in the lease for the Blocks to maintain a good industrial record and in particular undertake to:-

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

Signed by
CAPITAL ESTATE DEVELOPMENTS)
PTY LIMITED (A.C.N. 137 573 623) by)
its attorney **Alfonso del Rio, Partner Clayton Utz,**)
pursuant to Power of Attorney ACT)
Registration No. 0143707)

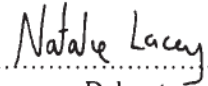
Signature of Attorney

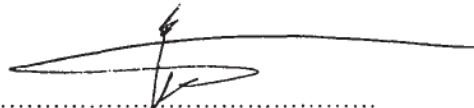
Signature of Witness

Carol Axiotis
Name of witness in full

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

Signed by **Natalie Maree Lacey**)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of **Jaeyoung Park**)


.....
Delegate

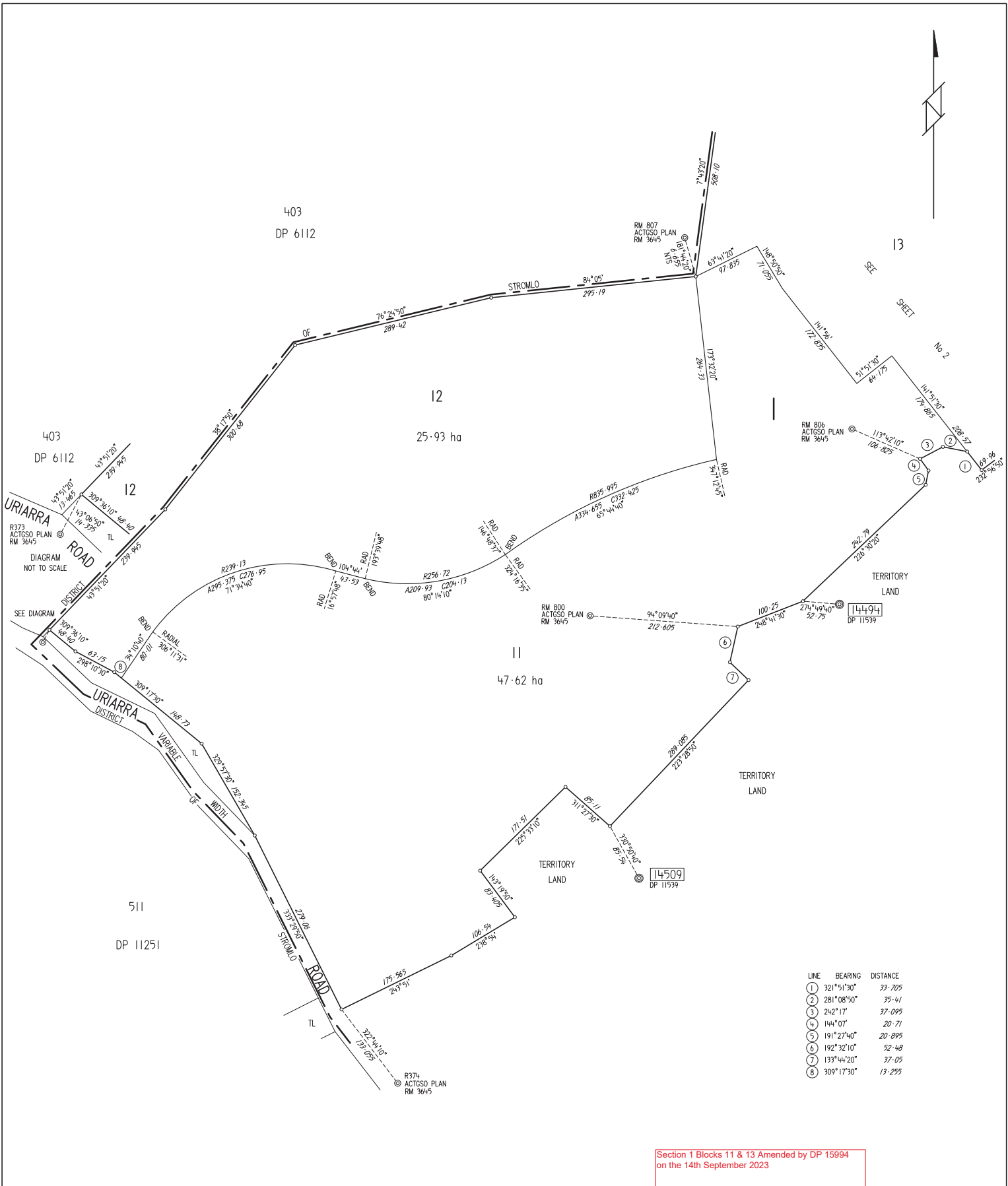

.....
Witness

Signed by
CAPITAL ESTATE DEVELOPMENTS)
PTY LIMITED (A.C.N. 137 573 623) by)
its attorney **Alfonso del Rio, Partner Clayton Utz,**)
pursuant to Power of Attorney ACT)
Registration No. 0143707)


.....
Signature of Attorney


.....
Signature of Witness

Carol Axiotis
.....
Name of witness in full



NTS NOT TO SCALE
TL TERRITORY LAND
◎ STAR PICKET

REFERENCE MARKS
Denotes G.P. in road - 83 radially from T.P.
G.B. - 83 - T.P.
PLAQUE IN KERB
DEEP-DRIVEN-ROD
B.H.W. IN KERB
(Except as otherwise shown)

NOTE: Azimuth: A-B (Strom)
All easements are 2-5 metres wide
(Except as otherwise shown)
Field Books:
SURVEYOR'S REFERENCE: 18030 HL

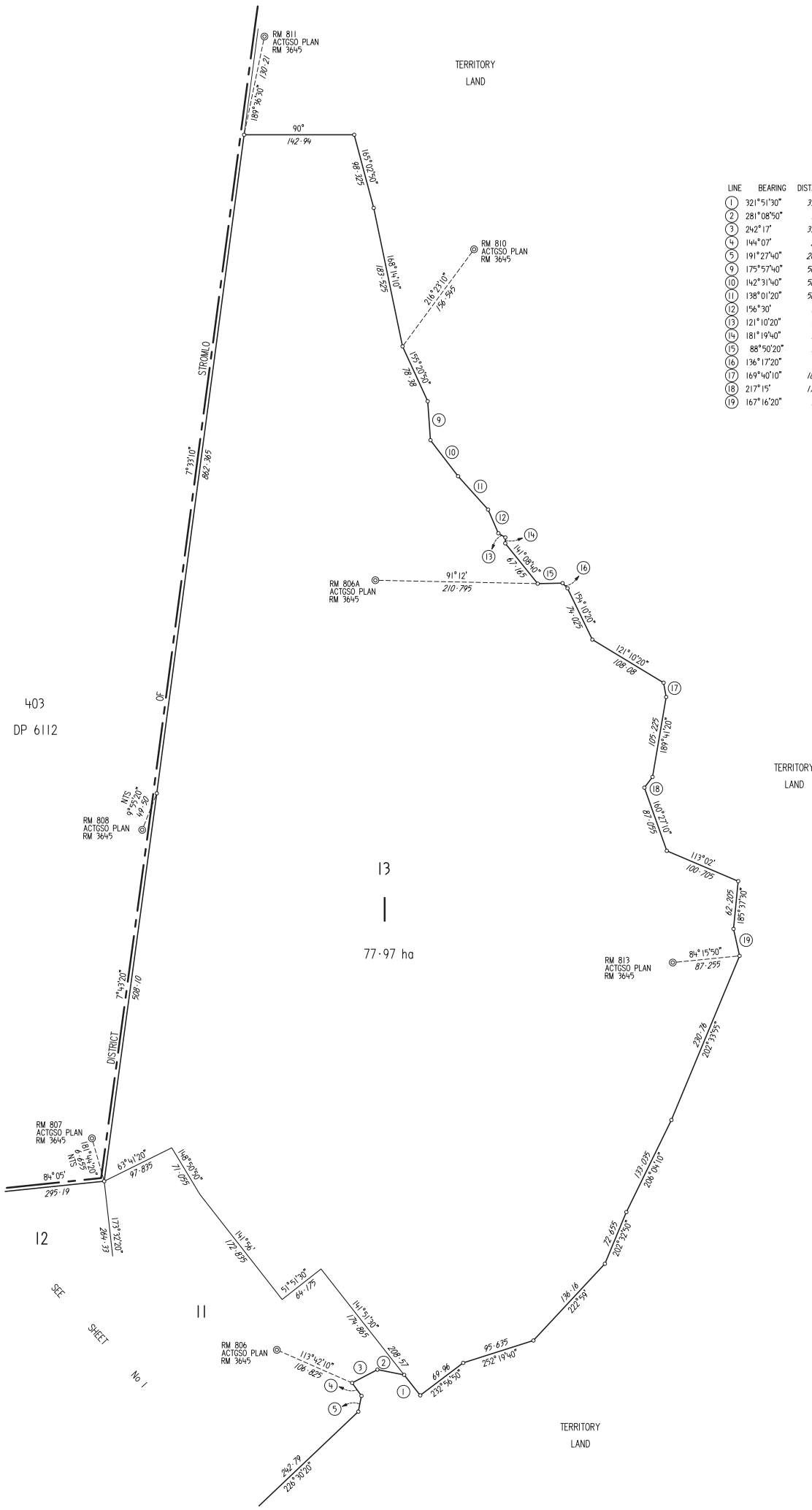
MAIL McDONALD BARNESLEY Pty Ltd
I, PETER WILLIAM MAYBERRY of PO BOX 54 JAMISON ACT 2614
a surveyor registered under the Surveyors Act 2007 hereby certify that the
survey represented on this plan was computed and compiled from
DP 6112, DP 11251 & DP 11539 and has been made in
accordance with the Surveyors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

PLAN OF
BLOCKS 11-13 SECTION I
DIVISION: DENMAN PROSPECT
DISTRICT: MOLONGLO VALLEY
AUSTRALIAN CAPITAL TERRITORY
SCALE 1:3000
0 50 100 150 200 250 METRES

THIS IS SHEET 1 OF MY PLAN IN 2 SHEETS

Deposited in the office of the Registrar of Titles at Canberra
in the Australian Capital Territory at
10:55 am, 01/05/2018
Approved
Alison Purdie
Registrar-General
Registrar of Titles

DEPOSITED PLAN
11553/1



LINE	BEARING	DISTANCE
1	321°51'30"	33.705
2	281°08'50"	35.41
3	242°17'	37.095
4	144°07'	20.71
5	191°27'40"	20.895
6	175°57'40"	50.705
7	142°31'40"	58.895
8	138°01'20"	58.255
9	156°30'	33.46
10	121°10'20"	10.68
11	181°19'40"	7.635
12	88°50'20"	32.32
13	136°17'20"	9.235
14	169°40'10"	18.885
15	217°15'	17.475
16	167°16'20"	35.85

NTS NOT TO SCALE

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

(Signature)

Surveyor, Registered under the Surveyors Act 2007 24 APRIL 2018

DEPOSITED PLAN

11553/2

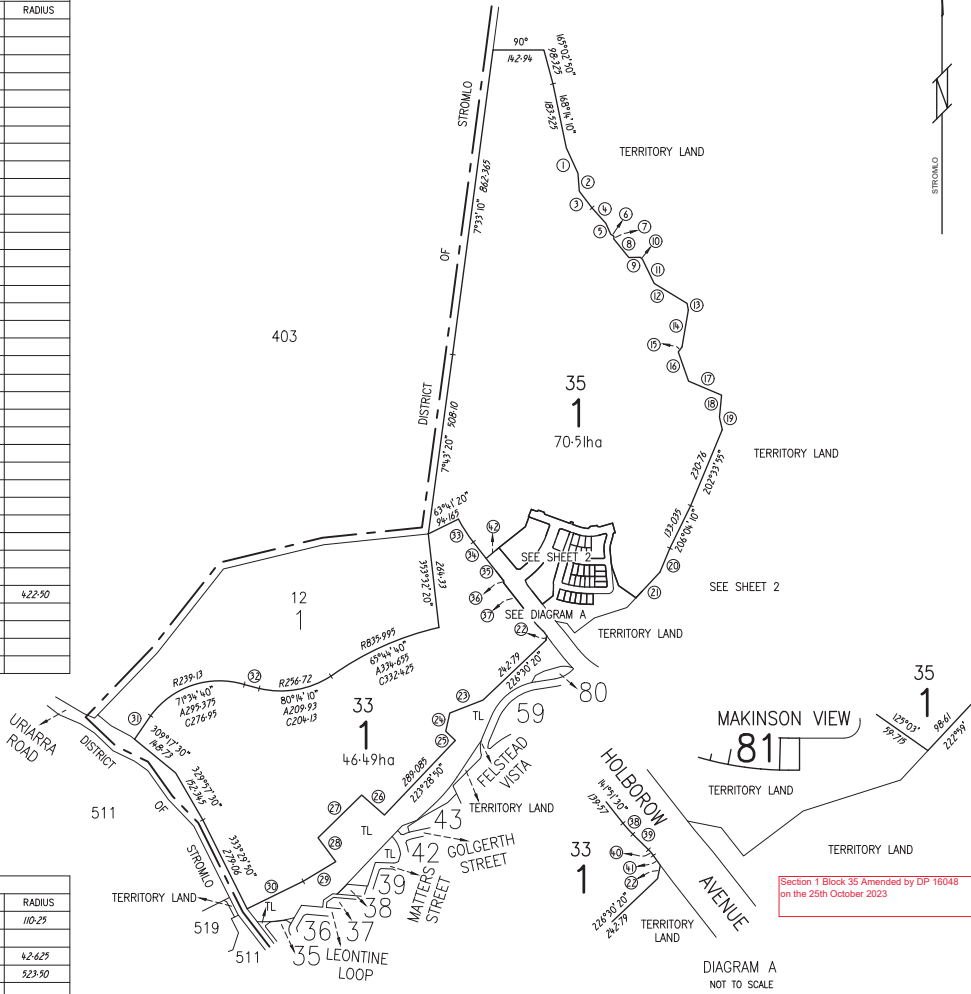
SCALE 1:3000

0 50 100 150 200 250 METRES

SURVEYOR'S REFERENCE: 18030_HL

SHORT LINE TABLE				
LINE	BEARING	DISTANCE	ARC	RADIUS
1	199°20'30"	78.38		
2	179°57'40"	50.705		
3	162°53'140"	58.895		
4	138°01'20"	58.255		
5	156°30'	33.46		
6	121°10'20"	10.68		
7	181°19'40"	7.435		
8	161°08'40"	67.165		
9	88°10'20"	32.32		
10	136°17'20"	9.235		
11	194°10'20"	74.025		
12	121°10'20"	108.08		
13	169°40'10"	18.885		
14	189°41'20"	105.225		
15	217°15'	174.75		
16	160°27'10"	87.055		
17	113°02'	100.705		
18	189°37'30"	62.205		
19	167°16'20"	35.85		
20	202°32'50"	72.655		
21	222°59'	98.61		
22	191°27'40"	12.765		
23	248°41'30"	100.25		
24	192°32'10"	52.48		
25	133°44'20"	37.05		
26	311°27'30"	85.11		
27	229°33'10"	171.51		
28	163°19'50"	83.405		
29	238°54'	106.54		
30	243°51'	175.565		
31	34°10'40"	80.01		
32	104°44'	63.53		
33	167°06'10"	77.12	77.225	422.50
34	141°52'	58.195		
35	141°52'	80.30		
36	184°53'30"	5.54		
37	141°51'30"	139.57		

SHORT LINE TABLE				
LINE	BEARING	DISTANCE	ARC	RADIUS
38	138°15'40"	13.83	13.84	110.25
39	134°40'	20.555		
40	199°39'40"	7.07	7.08	42.425
41	144°44'10"	11.225	11.225	523.50
42	230°	46.845		



DEPOSITED PLAN
15994/1

TITLE INFORMATION

AMENDS DP11553

X PLAN XZ2664

PLAN OF
BLOCKS 33 & 35 SECTION 1
BLOCKS 1-6 SECTION 81
BLOCK 1 SECTION 82
BLOCKS 1-14 SECTION 83
BLOCKS 1-9 SECTION 84
BLOCK 4 SECTION 85
BEING A SUBDIVISION OF
BLOCKS 11 & 13 SECTION 1
DIVISION : DENMAN PROSPECT
DISTRICT : MOLONGLO VALLEY
AUSTRALIAN CAPITAL TERRITORY

SCALE 1 : 7500

100 200 400 600 METRES

I, Matthew Dean Stevenson of Loneragan Surveying Pty Ltd a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 25/05/2023

SURVEYORS REFERENCE 22312_S1

Date 18/07/23

I certify that this plan has been examined in accordance with the Districts Act 2002

19/7/2023

Date

Surveyor-General of the ACT

LEGEND AND NOTES

Subject Boundary

Adjoining Boundary

Easement

District Boundary

THIS PLAN IS PARTLY COMPILED FROM DP11553

S&D PROPOSED DRAINAGE AND SEWERAGE SERVICE EASEMENT 3.5 WIDE

S&D+P PROPOSED DRAINAGE AND SEWERAGE EASEMENT 3.5 WIDE

S PROPOSED SEWERAGE EASEMENT VAR WIDTH

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

Deposited in the office of the Registrar of Titles at Canberra

In the Australian Capital Territory at

10:54 am, 14/09/2023

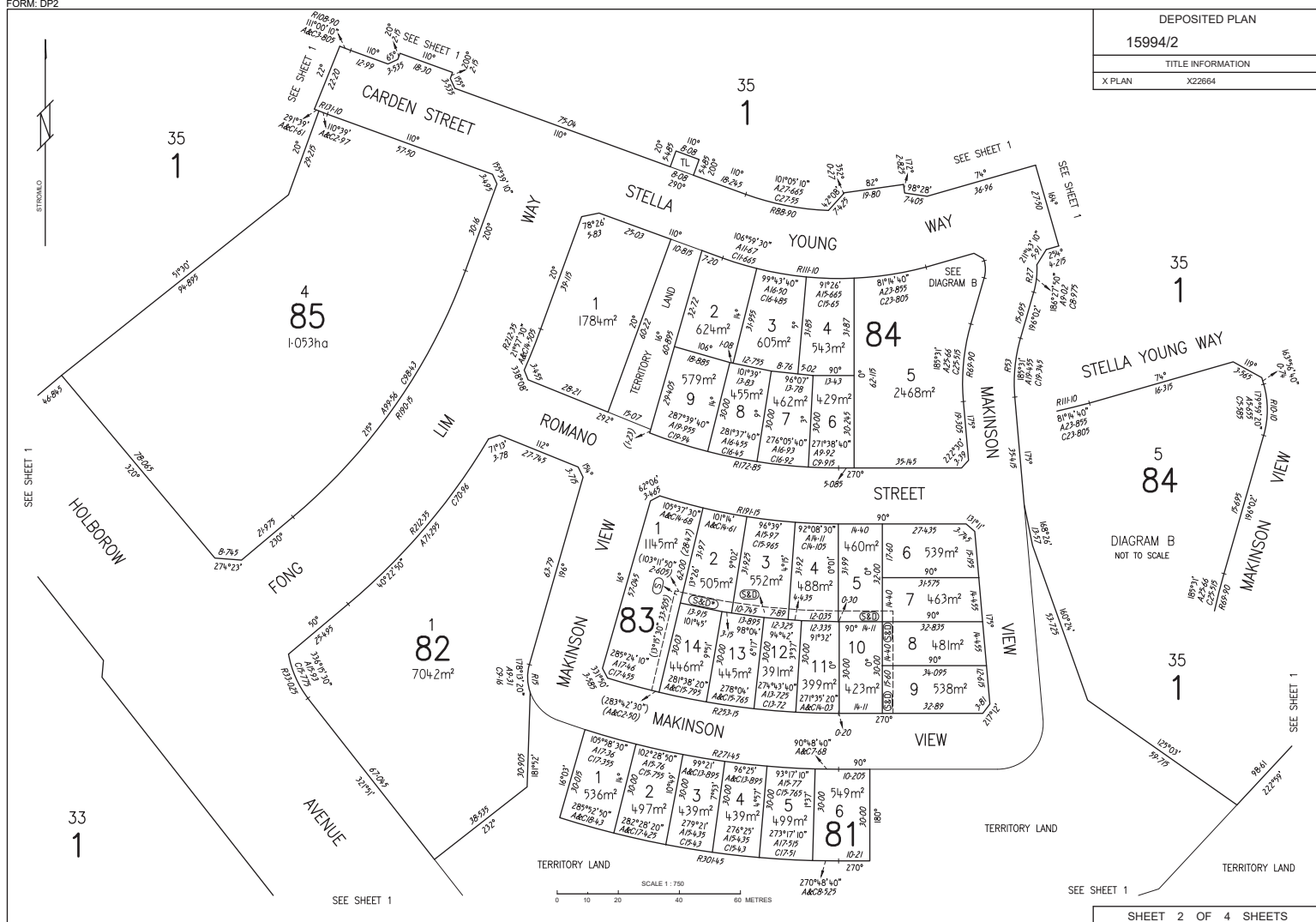
Approved

David Pryce

Registrar-General

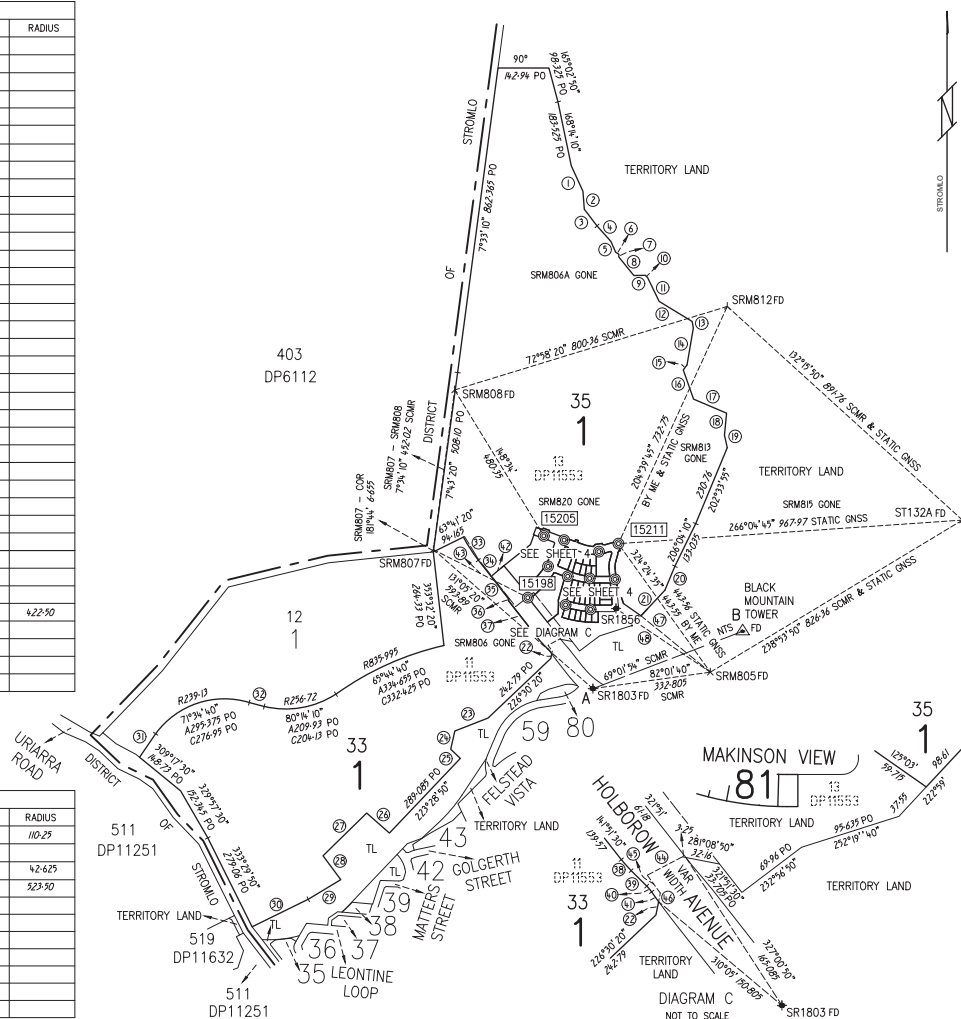
Registrar of Titles

SHEET 1 OF 4 SHEETS

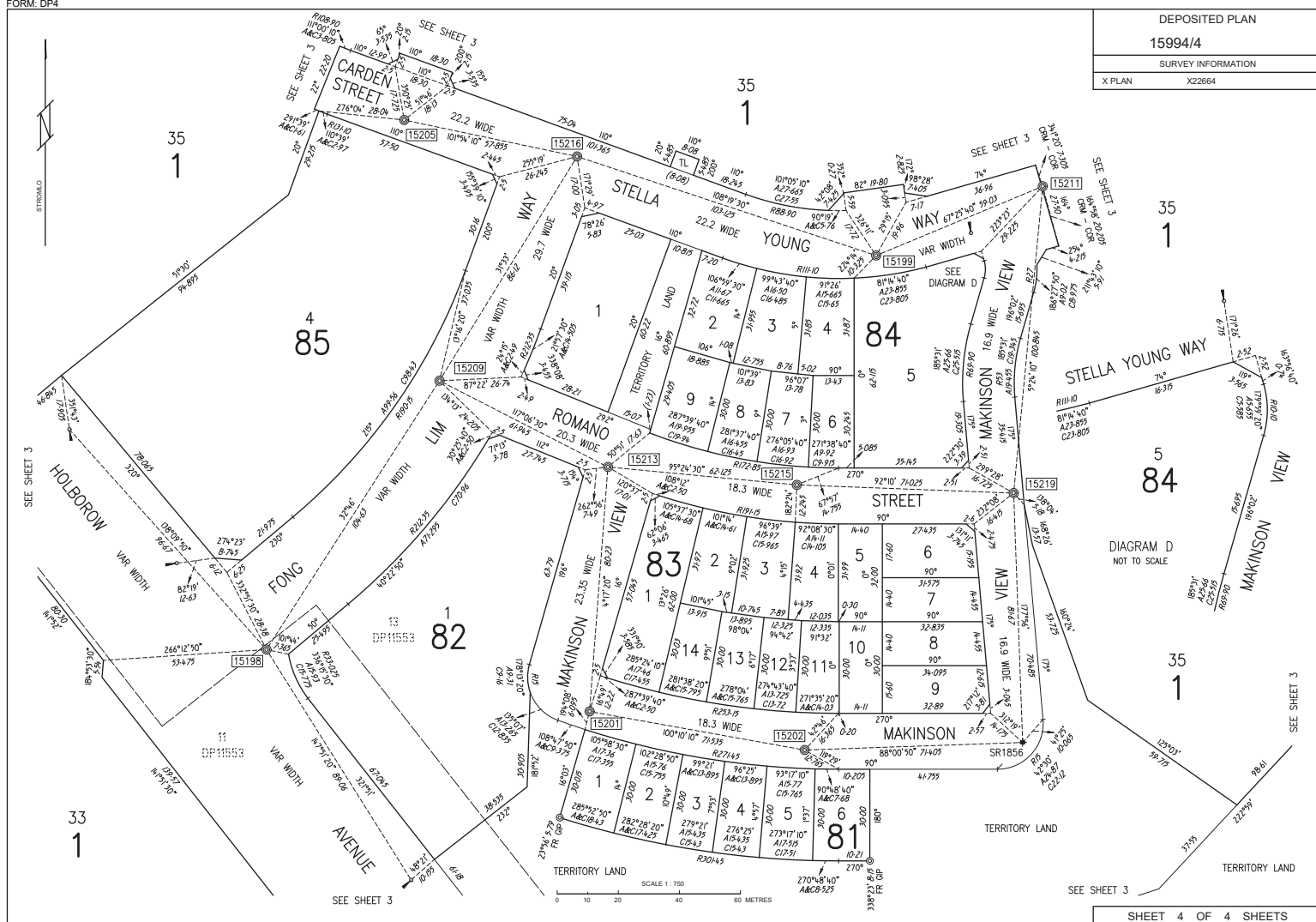


SHORT LINE TABLE				
LINE	BEARING	DISTANCE	ARC	RADIUS
1	199°20'50"	78.38 PO		
2	179°57'40"	50.705 PO		
3	162°31'40"	58.895 PO		
4	138°01'20"	58.295 PO		
5	156°30'	33.66 PO		
6	121°10'20"	10.68 PO		
7	181°19'40"	7.635 PO		
8	141°08'40"	67.665 PO		
9	88°50'20"	32.32 PO		
10	136°17'20"	9.235 PO		
11	96°41'20"	76.025 PO		
12	121°10'20"	109.08 PO		
13	149°04'10"	18.685 PO		
14	108°41'20"	105.225 PO		
15	217°19'	174.75 PO		
16	160°27'10"	87.095 PO		
17	113°02'	100.705 PO		
18	185°37'30"	62.205 PO		
19	147°16'20"	35.85 PO		
20	202°32'50"	72.655 PO		
21	222°59'	98.61		
22	191°27'40"	12.765 PO		
23	248°46'130"	100.25 PO		
24	192°32'10"	52.48 PO		
25	133°44'20"	37.05 PO		
26	311°27'30"	85.11 PO		
27	229°33'10"	176.51 PO		
28	163°19'50"	83.405 PO		
29	238°56'	106.56 PO		
30	243°55'	175.565 PO		
31	36°10'160"	80.01 PO		
32	106°44'	63.53 PO		
33	167°06'10"	77.12	77.225	422.50
34	141°52'	58.195		
35	113°52'	80.30		
36	184°53'330"	5.56		
37	161°51'30"	136.57		

SHORT LINE TABLE				
LINE	BEARING	DISTANCE	ARC	RADIUS
38	138°51'40"	13.83	13.84	110.25
39	134°40"	20.555		
40	139°35'40"	7.07	7.08	42.625
41	144°44'10"	11.225	11.225	523.50
42	230°	46.845		
43	117°00'40"	297.4		
44	242°17'	37.055 PO		
45	144°07'	20.71 PO		
46	119°27'40"	8.13 PO		
47	309°07'30"	250.775		
48	304°01'20"	31.36		



DEPOSITED PLAN	
15994/3	
SURVEY INFORMATION	
AMENDS	DP11553
X PLAN	X22664
PLAN OF BLOCKS 33 & 35 SECTION 1 BLOCKS 1-6 SECTION 81 BLOCK 1 SECTION 82 BLOCKS 1-14 SECTION 83 BLOCKS 1-9 SECTION 84 BLOCK 4 SECTION 85 BEING A SUBDIVISION OF BLOCKS 11 & 13 SECTION 1 DIVISION : DENMAN PROSPECT DISTRICT : MOLONGLO VALLEY AUSTRALIAN CAPITAL TERRITORY SCALE 1 : 7500 0 100 200 400 600 METRES I, Matthew Dean Stevenson of Lonergan Surveying Pty Ltd is surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 25/05/2023  SURVEYORS REFERENCE 22312_S1 Date 18/07/23 I certify that this plan has been examined in accordance with the Surveyors Practice Directions and Surveyor-General Guideline No. 6.  19/7/2023 Surveyor-General of the ACT Date LEGEND AND NOTES THIS PLAN IS PARTLY COMPILED FROM DP11553 Orientation Datum Line A: 8°09'01" SGM All Esasements are 2.5 metres wide (except as otherwise shown) PLANS USED DP11553 SHEET 3 OF 4 SHEETS	





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

Our reference: 7166604537596

Phone: **13 28 66**

22 January 2026

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

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

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**
If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.