

**SUBURBAN LAND AGENCY**  
**FIRST GRANT CONTRACT – LAND READY**  
**SCHEDULE**



**ACT**  
 Government

**Suburban Land**  
 Agency

<b>DATE OF THIS CONTRACT</b>				
<b>LAND</b>		Block	Section	Division/District
				<b>Jacka</b>
<b>OCCUPANCY</b>		Vacant Possession		
<b>CO-OWNERSHIP</b>		Mark one <i>See clause 14</i>	<input type="checkbox"/> Tenants in common (Show shares)	<input type="checkbox"/> Joint Tenants
<b>SELLER</b>		Full name ACN/ABN Address	<b>Suburban Land Agency</b> 27 105 505 367 480 Northbourne Avenue, Dickson ACT 2602	
<b>SELLER'S SOLICITOR</b>		Firm	BAL Lawyers	
		Ref	Benjamin Grady	
		Phone	02 6274 0999	
		Address	GPO Box 240 Canberra City ACT 2601	
		Email	sla@ballawyers.com.au	
<b>BUYER</b>		Full Name ACN/ABN Address Email		
<b>BUYER'S SOLICITOR</b>		Firm		
		Ref		
		Phone		
		Fax		
		DX/Address		
		Email		
<b>RESIDENTIAL WITHHOLDING TAX</b>		New residential premises?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Potential Residential Premises?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		RW Amount required to be paid?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>PRICE</b>		\$ (inclusive of GST) \$ (5% of Price) \$		
<b>EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE</b>		<i>See clause 3</i>	On or after the date that is 60 days after the Date for Completion.	
<b>DATE FOR COMPLETION</b>		<i>See clause 4</i>	On or before 42 calendar days from the Date of this Contract.	
<b>STANDARD ANNEXURES</b>		Documents annexed to this Contract	Annexure A – Jacka Housing Development Guidelines Annexure B – Specimen Crown Lease Annexure C – Deposited Plan Annexure D – Site Classification Certificate Annexure E – FRWT Clearance Certificate	
<b>SPECIAL CONDITIONS</b>		<i>Indicate whether any special conditions apply</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

### READ THIS BEFORE SIGNING

Before signing this contract, you should ensure that you understand your rights and obligations. You should obtain accounting, financial, and legal advice before signing this contract.

Authorised Delegate of the Suburban Land Agency signature:		<i>If an individual</i> Buyer signature:	
Delegate name:		Buyer name:	
Witness signature:		Buyer signature:	
Witness name:		Buyer name:	
		Witness signature:	
		Witness name:	
		<i>If a company</i>	Executed in accordance with s127 <i>Corporations Act 2001 (Cth)</i>
		Director/Secretary Signature:	
		Director/Secretary Name:	
		Director Signature:	
		Director Name:	

**RW AMOUNT****(Residential Withholding Payment) – Further Details**

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

<b>Supplier</b>	Name	Suburban Land Agency			
	ABN	27 105 505 367	Phone	(02) 6205 0600	
	Business address	480 Northbourne Avenue, Dickson ACT 2602			
	Email	<a href="mailto:suburbanlandaccounts@act.gov.au">suburbanlandaccounts@act.gov.au</a>			
<b>Residential Withholding Tax</b>	Supplier's portion of the RW Amount:		100%		
	RW Percentage:		7%		
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):		An amount equivalent to 7% of the Price		
	Is any of the consideration not expressed as an amount in money?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If 'Yes', the GST inclusive market value of the non-monetary consideration:		Not Applicable		
	Other details (including those required by regulation or the ATO forms): Not Applicable				

## **1. GRANT OF THE LEASE**

1.1 The Seller, as delegate of the Territory Planning Authority and on behalf of the Commonwealth of Australia will grant, or will procure the grant of, the Lease to the Buyer on Completion.

1.2 The Lease will be granted substantially upon the same terms and conditions as set out in the Specimen Crown Lease.

## **2. TERMS OF PAYMENT**

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

2.2 The Deposit may be paid by cheque, EFTPOS, EFT or by Deposit Bond or Bank Guarantee in accordance with clause 3.

2.3 The Deposit is released to the Seller (when paid) and becomes the Seller's property absolutely (being part payment of the Price).

2.4 If the Deposit is:

(a) not paid on time in accordance with clause 2.2;

(b) paid by cheque, which is not honoured on first presentation; or

(c) paid by EFTPOS or EFT and is not received as cleared funds in the Seller's account within 2 Working Days of the Date of this Contract,

the Buyer is in default of an essential term and the Seller may terminate this Contract immediately by giving written notice to the Buyer, without the notice otherwise necessary under clause 24, and clause 25 will apply.

2.5 Any money payable to the Seller by the Buyer must be paid to the Seller or as the Seller's Solicitor directs in writing.

2.6 If this Contract is:

(a) rescinded; or

(b) terminated due to the default of the Seller,

and the Buyer is entitled to a refund of the Deposit, then the Seller will account to the Buyer for the Deposit, or part thereof, paid by the Buyer under this Contract.

2.7 The Seller is not liable to pay interest on the Deposit, or part thereof, if refunded to the Buyer pursuant to clause 2.6, provided that the Deposit is refunded to the Buyer within 15 Working Days of the date this Contract is rescinded or terminated by the Buyer due to the Seller's default.

2.8 The payment of the Deposit by the Buyer to the Seller does not create a charge over the Land to the value of the Deposit or any other amount.

2.9 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price, together with any other money payable under this Contract, by unendorsed bank cheque.

## **3. DEPOSIT BOND AND BANK GUARANTEE**

3.1 The Deposit may be paid by way of a Deposit Bond or Bank Guarantee provided that at least 3 Working Days prior to the Date of this Contract the Buyer:

(a) informs the Seller of their intention to provide a Deposit Bond or Bank Guarantee; and

(b) provides the Seller with a copy of the proposed Deposit Bond or Bank Guarantee for approval,

and the Seller approves the proposed Deposit Bond or Bank Guarantee.

- 3.2 The Deposit Bond or Bank Guarantee must show the Seller as the beneficiary of the Deposit Bond or Bank Guarantee and have an expiry date of no earlier than the Earliest Date of Expiry of Deposit Bond or Bank Guarantee.
- 3.3 Upon the Buyer paying the amount stipulated in the Deposit Bond or Bank Guarantee to the Seller by unendorsed bank cheque on Completion, the Seller will return the Deposit Bond or Bank Guarantee to the Buyer.
- 3.4 The Buyer is in default if:
  - (a) the Deposit Bond or Bank Guarantee has an expiry date prior to the Earliest Date of Expiry of Deposit Bond or Bank Guarantee and is not renewed to the satisfaction of the Seller at least 10 Working Days prior to the expiry of the Deposit Bond or Bank Guarantee; or
  - (b) the provider of the Deposit Bond or Bank Guarantee is placed under external administration of any nature before Completion and the Buyer has not provided a replacement Deposit Bond or Bank Guarantee to the same value and on the same terms and conditions from a solvent party within 5 Working Days of the provider being placed in such administration.
- 3.5 If the Buyer is in default under clause 3.4 it will be deemed to be a failure by the Buyer to pay the Deposit under clause 2, and the Seller may terminate this Contract immediately by written notice to the Buyer without the notice necessary under clause 24, and clause 25 will apply.

#### **4. DATE FOR COMPLETION**

- 4.1 Completion must take place in Canberra on the Date for Completion or as otherwise determined by the Contract and if not specified or determined, within a reasonable time.
- 4.2 The Buyer may seek an extension to the Date for Completion by submitting a request in writing to the Seller's Solicitor (the **Extension Request**), which must:
  - (a) state the period by which the Buyer seeks to extend the Date for Completion;
  - (b) state the reason for the Extension Request; and
  - (c) be accompanied by a cheque for the sum of \$440 (inclusive of GST) in favour of the Seller, to be applied against the legal costs and disbursements incurred by the Seller in considering the Extension Request (the **Extension Fee**).
- 4.3 Upon receipt of the Extension Request, the Seller will either, at the Seller's absolute and unfettered discretion, accept or refuse the Extension Request.
- 4.4 The Buyer acknowledges and agrees the Extension Fee is payable to the Seller irrespective of whether the Seller accepts or refuses the Extension Request.

#### **5. SIGNING OF LEASE**

- 5.1 The Buyer must, no later than 10 Working Days from the date the Seller serves the Lease on the Buyer:
  - (a) sign the Lease; and
  - (b) return to the Seller's Solicitor the signed original Lease.
- 5.2 The Buyer undertakes to register the Lease following Completion.

## **6. JACKA HOUSING DEVELOPMENT GUIDELINES**

- 6.1 The Jacka Housing Development Guidelines are annexed to this Contract by way of disclosure only.
- 6.2 The Buyer acknowledges and agrees that any Development of the Land and/or the construction of any dwelling or other improvements of the Land, must comply with the requirements or standards described in the Jacka Housing Development Guidelines.
- 6.3 If there is any variation to the Jacka Housing Development Guidelines prior to Completion, the Seller may, but is not required, to notify the Buyer of the variation and provide the Buyer with a copy of the amended Jacka Housing Development Guidelines.
- 6.4 The Buyer acknowledges that the Land is ready and available for inspection.
- 6.5 The Buyer acknowledges and agrees it may not make any claim (including a claim for compensation under clause 23), objection or requisition or rescind or terminate this Contract in respect of any information or matter contained in, or referred to, in the Jacka Housing Development Guidelines.
- 6.6 If there is an inconsistency between the Jacka Housing Development Guidelines and the Deposited Plan, the Deposited Plan prevails.

## **7. VARIATIONS**

- 7.1 The Buyer acknowledges that the Specimen Crown Lease, Jacka Housing Development Guidelines, Block Details Plan, the Deposited Plan and any other plans relating to the Land may be affected by one or more of the following:
  - (a) the requirements of legislation;
  - (b) variations to the Territory Plan; or
  - (c) the requirements of any Authority,

and may result in one or more of the following:

- (d) minor redefinition of the boundaries of the Land;
  - (e) minor road re-alignment or dedication; or
  - (f) minor variations of the easements relating to the provision of electricity, water, sewerage and stormwater services.
- 7.2 Any redefinition, road realignment or dedication or variation of easements will be deemed to be minor if it does not materially and detrimentally affect the use of the Land.
- 7.3 The Buyer cannot make a claim (including a claim for compensation under clause 23), objection or requisition or rescind or terminate this Contract in respect of any matter contemplated in clause 7.1.

## **8. PLANNING CONDITIONS**

- 8.1 The Buyer acknowledges that the Territory Planning Authority, and not the Seller, is responsible for the Territory Plan and all development consents and approvals sought by or on behalf of the Buyer in relation to the Land and the Buyer releases the Seller from any and all liability, cause of action or any other claim in relation to disturbance, loss or detriment caused by the Territory Planning Authority granting, delaying or denying any consent or approval in relation to the Land.

- 8.2 The Buyer acknowledges it is the Buyer's obligation to make enquiries and to satisfy itself as to the currency and accuracy of the information and requirements of the Planning Act and the Territory Plan in relation to any proposed Development of the Land.
- 8.3 The Buyer acknowledges that nothing in this Contract or the fact of Completion implies or means that any required approvals, consents or licences regarding planning, design, siting or any other matters relating to the Buyer's Development of the Land will be granted by the Territory Planning Authority or any other relevant Authority or if granted, with or without conditions.

## **9. PROPERTY ACT**

- 9.1 The Property Act does not apply to this Contract as this Contract is not a sale of Residential Property.

## **10. NON-CONFORMING TRANSFERS NOT TO BE USED**

- 10.1 The Buyer is not permitted to use a transfer not made in conformity (as described under section 17(3) of the *Duties Act 1999* (ACT)) with this Contract, as the grant of the Lease will be the first grant of a Crown Lease over the Land.

## **11. ENTIRE AGREEMENT**

- 11.1 Subject to clause 11.2, except where expressly stated in this Contract, the Buyer agrees that this Contract sets out the entire agreement of the Parties on the subject matter of this Contract and supersedes any prior agreement, advice, material supplied to the Buyer or understanding on anything connected with the subject matter of this Contract.
- 11.2 Clause 11.1 does not limit rights the Buyer may have at law regarding false or misleading representations by the Seller or material omissions regarding matters in the Seller's knowledge prior to entering into this Contract.

## **12. NO RELIANCE**

- 12.1 Each Party has entered into this Contract without reliance upon any representation, statement or warranty (including sales and marketing material and preliminary artwork) except as set out in this Contract.

## **13. CO-OWNERSHIP**

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

## **14. NON-MERGER**

- 14.1 If any term of this Contract may be given effect after Completion that term will not merge on Completion but will continue in force for as long as is necessary to give effect to it.

## **15. BUYER RELIES ON OWN ENQUIRIES**

- 15.1 The Buyer acknowledges that it relies on its own enquiries in relation to the Lease and the Land and warrants that in entering into this Contract the Buyer:
  - (a) has not relied on any express or implied statement, warranty or representation whether oral, written or otherwise made by or on behalf of the Seller to the Buyer in connection with the Lease or the Land;
  - (b) has not relied on any documentation made available by or on behalf of the Seller to the Buyer in relation to the Lease or the Land, other than documentation forming part of this Contract; and

(c) is satisfied as to the nature, quality and condition of the Land and the purposes for which the Land may be used, including but not limited to any Development of the Land.

15.2 The Seller makes no warranty as to the accuracy or completeness of any document made available by or on behalf of the Seller to the Buyer in connection with the Lease or the Land, or annexed to this Contract.

15.3 For the avoidance of doubt, the Seller will not be liable to the Buyer for any damage or loss caused to the Land, or the existence of any building waste on the Land, on or following the date of Completion, except where caused by the negligent or deliberate action or omission of the Seller, its employees, agents or contractors.

15.4 Nothing in this clause limits rights the Buyer may have at law regarding false or misleading representations by the Seller or material omissions regarding matters in the Seller's knowledge prior to entering into this Contract.

**16. PRIVACY**

16.1 The Buyer acknowledges that they have received, read, and understood the SLA Privacy Policy and accepts that any information collected by the Seller pursuant to this Contract, or previously in relation to this Contract, is held and used in accordance with the SLA Privacy Policy.

16.2 The Buyer consents to the Seller's use of any personal information provided by the Buyer to reasonably fulfil the purpose of this Contract and any of its functions, including but not limited to disclosure of personal information to the ACT Revenue Office and other relevant Authorities.

**17. BUYER RIGHTS AND LIMITATIONS**

17.1 The Buyer is not entitled to make any requisitions on the title to the Land.

17.2 Subject to clause 17.3, the Buyer cannot make a claim (including a claim for compensation under clause 23), objection or requisition or rescind or terminate this Contract in respect of:

- (a) a Utility Service for the Land being a joint service or passing through another property, or any Utility Service for another property passing through the Land;
- (b) a promise, representation or statement about this Contract, the Land or the Lease, not made in this Contract;
- (c) the size of any service ties for the supply of water on or to the Land;
- (d) any matter contained in the Block Fill Plans or the existence of regrading, fill, contamination of any Substance or other disability of or upon the Land, whether caused by an Authority, the Seller, previous occupant of the Land or otherwise;
- (e) any soil classification in relation to the Land; and
- (f) anything disclosed in this Contract (except an Affecting Interest).

17.3 Nothing in this clause limits rights the Buyer may have at law regarding false or misleading representations by the Seller or material omissions regarding matters in the Seller's knowledge prior to entering into this Contract.

17.4 The Buyer acknowledges, understands and accepts that the existence of regrading, fill, contamination, Substance 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, contamination, Substance or other disability.

17.5 The Buyer acknowledges that the Seller makes no warranty or representation as to the environmental condition or state of the soil, ground water, contamination or the existence or non-existence of any Substance on or affecting the Land.

## **18. SELLER WARRANTIES**

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

- (a) will be able to complete at Completion;
- (b) has no knowledge of any unsatisfied judgment, order or writ issued by a court or tribunal affecting the Land;
- (c) has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land; and
- (d) is not aware of any material change in the matters disclosed in the Jacka Housing Development Guidelines.

18.2 The Seller warrants that on Completion:

- (a) the Seller will have the capacity to complete;
- (b) there will be no unsatisfied judgment, order or writ issued by a court or tribunal affecting the Land;
- (c) the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land; and
- (d) the Seller is not aware of any encroachments by or upon the Land except as disclosed. This warranty does not extend to the location of any dividing fence.

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

## **19. ADJUSTMENTS**

19.1 As the Lease will be granted on Completion, there will be no adjustments of Income or Land Charges between the Parties on Completion.

## **20. TERMS OF POSSESSION**

20.1 The Seller must give the Buyer vacant possession of the Land on Completion unless otherwise marked in the Schedule.

## **21. INSPECTION OF LAND**

21.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Land prior to the Date for Completion.

## **22. ERRORS, AND MISDESCRIPTIONS AND MATERIALLY DETERIMENTAL VARIATIONS**

22.1 The Buyer will be entitled to make a claim for compensation prior to Completion if the Buyer suffers a material loss as a result of:

- (a) an error of any kind or misdescription of the Land in this Contract and the error has not been or cannot be rectified by the Seller by Completion; or
- (b) changes to the boundaries of the Land or dedications and variations of easement relating to the provision of electricity, gas, water, sewerage and stormwater services made after the Date of this Contract and prior to Completion, only where the change, dedication or variation materially and detrimentally affects use of the Land and which the Buyer could not have discovered prior to the Date of this Contract.

22.2 This clause 22 applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription of the Land.

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

22.4 For the avoidance of doubt and without limitation, clause 22.1(a) applies to misdescriptions or errors in the Contract arising from material differences between express pre-contractual representations or material omissions made by the Seller (that were not withdrawn or corrected prior to the Date of this Contract) and the terms of this Contract.

### **23. COMPENSATION CLAIMS BY BUYER**

23.1 To make a claim for compensation (including a claim under clause 22) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

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

- (i) the total amount claimed exceeds 5% of the Price;
- (ii) the Seller gives notice to the Buyer of an intention to rescind; and
- (iii) the Buyer does not give notice to the Seller waiving the claim within 10 Working Days after receiving the notice;

(b) if the Seller does not rescind under clause 23.1(a) the Parties must complete and:

- (i) the claim must be finalised (subject to clause 23.1(b)(ii)) either by agreement or, failing agreement, by an arbitrator appointed by the Parties or, if an appointment is not made within 20 Working Days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a Party;
- (ii) the decision of the arbitrator is final, and binding save for:
  - A. manifest error by the arbitrator obvious on its face in the final determination by the arbitrator;
  - B. error in the application of law by the arbitrator in making his or her determination; or
  - C. improper or unlawful conduct by the arbitrator or either Party that affected or might reasonably be thought to affect the arbitrator's determination;
- (iii) the costs of the arbitration must be shared equally by the Parties unless otherwise determined by the arbitrator;
- (iv) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer; and
- (v) the claim lapses if the Parties do not appoint an arbitrator and neither Party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 calendar days after Completion.

### **24. NOTICE TO COMPLETE AND DEFAULT NOTICE**

24.1 If Completion does not take place by the Date for Completion, either Party may, at any time after the Date for Completion, serve on the other Party a Notice to Complete.

24.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14 calendar days after service of the Notice to Complete (excluding the date of service) by which, and a place in Canberra at which, to complete this Contract.

24.3 At the time the Notice to Complete is served the Party serving the Notice to Complete must:

- not be in default; and
- be ready, willing and able to complete but for some default or omission of the other Party.

24.4 Completion at the time, date and place specified in the Notice to Complete is an essential term.

24.5 Where one Party is in default (other than failing to complete) the other Party may at any time after the default serve the Party in default a Default Notice.

24.6 A Default Notice must:

- specify the default; and
- require the Party served with the Default Notice to rectify the default within 14 calendar days after service of the Default Notice (excluding the date of service).

24.7 At the time the Default Notice is served, the Party serving the Default Notice must not be in default.

24.8 The time specified in a Default Notice to rectify the specified default is an essential term.

24.9 Clauses 25 and 26 will apply as applicable where the Party served does not comply with the Notice to Complete or the Default Notice issued in accordance with this clause.

24.10 If the Party serving a notice under this clause varies the time referred to in the notice at the request of the other Party:

- the time agreed to in the variation remains an essential term; and
- the consent to the variation must be in writing and be served on the other Party.

24.11 The Parties agree that the time referred to in clauses 24.2 and 24.6(b) is fair and reasonable.

24.12 If the Seller serves on the Buyer a Notice to Complete or Default Notice in accordance with this clause 24, the Buyer must, on Completion, pay to the Seller the sum of \$440.00 (inclusive of GST) to be applied towards the legal costs and disbursements incurred by the Seller.

## **25. TERMINATION – BUYER'S DEFAULT**

25.1 If:

- the Seller serves a notice on the Buyer in accordance with clause 2.4;
- the Buyer is in default under clause 3.5;
- the Buyer does not comply with a Notice to Complete or a Default Notice; or
- the Buyer is otherwise in breach of an essential term,

then the Seller may by written notice served on the Buyer terminate this Contract and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 5% of the Price) and either:

- sue the Buyer for breach; or
- re-sell the Land and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale of the Land and the Buyer's default are

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 termination of this Contract.

- 25.2 In addition to any money kept or recovered under clause 25.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination of this Contract.
- 25.3 For the avoidance of doubt, if the Deposit is paid by Deposit Bond or Bank Guarantee in accordance with clause 3, and the Seller is entitled to terminate in accordance with clause 25.1, the Buyer acknowledges that the Seller is entitled to, and will, call upon the Deposit Bond or Bank Guarantee immediately after terminating this Contract.

## **26. TERMINATION – SELLER'S DEFAULT**

- 26.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
  - (a) terminate and seek damages; or
  - (b) enforce without further notice any other rights and remedies available to the Buyer.

## **27. RESCISSION**

- 27.1 The Buyer may seek a rescission of this Contract by submitting a request in writing to the Seller's Solicitor (the **Rescission Request**), which must:
  - (a) state the reason(s) for the Rescission Request;
  - (b) provide evidence supporting the reason for the Rescission Request; and
  - (c) be accompanied by a cheque for the sum of \$330 (inclusive of GST) in favour of the Seller, to be applied against the legal costs and disbursements incurred by the Seller in considering the Rescission Request (the **Rescission Request Fee**).
- 27.2 Upon receipt of the Rescission Request, the Seller will either, at the Seller's absolute and unfettered discretion, accept or refuse the Rescission Request.
- 27.3 The Buyer acknowledges and agrees the Rescission Request Fee is payable to the Seller irrespective of whether the Seller accepts or refuses the Rescission Request.
- 27.4 If the Seller agrees to the Rescission Request, it is a condition of the Seller's agreement that:
  - (a) the rescission is documented by way of deed; and
  - (b) the Buyer pays the Seller's costs associated with the preparation and execution of the deed.
- 27.5 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 must be refunded to the Buyer immediately without any further authority being necessary; and
  - (b) neither Party is liable to pay the other any amount for damages, costs or expenses.

## **28. DAMAGES FOR DELAY IN COMPLETION**

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

- (a) interest on the Price at the rate of 10% per annum calculated on a daily basis from the date that is 7 calendar days after the Date for Completion to the date of Completion (inclusive); and
- (b) the amount of \$660.00 (including GST) to be applied towards any legal costs and disbursements incurred by the Party not at default if Completion occurs later than 7 calendar days after the Date for Completion.

28.2 The Party at fault must pay the amount specified in clause 28.1 in addition to any other damages to which the Party not at fault is entitled both at law and under this Contract.

28.3 The Parties agree that:

- (a) the amount of any damages payable under clause 28.1(a) to the Party not in default is a genuine and honest pre-estimate of loss to that Party for the delay in Completion; and
- (b) the damages must be paid on Completion.

## **29. FOREIGN BUYER**

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

29.2 This clause is an essential term of this Contract.

## **30. GST**

30.1 The Buyer and the Seller agree that:

- (a) the Margin Scheme applies to the supply of the Land to the Buyer under this Contract; and
- (b) the Price is inclusive of any GST payable under the Margin Scheme.

30.2 The Seller warrants that it can use the Margin Scheme and promises that it will.

## **31. INSOLVENCY**

31.1 If the Buyer suffers an Insolvency Event, the Buyer must immediately notify the Seller in writing.

31.2 If the Seller receives notice that the Buyer has suffered an Insolvency Event (either pursuant to clause 31.1 or by some other means), the Seller may terminate this Contract without notice otherwise being required under clause 24, and clause 25 will apply.

## **32. POWER OF ATTORNEY**

32.1 Any Party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other Party with a true copy of the registered power of attorney.

## **33. NOTICES CLAIMS AND AUTHORITIES**

33.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

33.2 To serve a notice a Party must:

- (a) leave it at; or
- (b) send it by a method of post requiring acknowledgement 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) serve it on that Party's solicitor in any of the above ways; or
- (d) send it by email to an email address of that Party's solicitor specified on the Schedule, or otherwise as notified from time to time.

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

33.4 If a notice is served in accordance with clause 33.2(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.

33.5 If a notice is served in accordance with clause 33.2(b), the notice is taken to have been received on the day that is 2 Working Days after it was posted.

33.6 If a notice is served in accordance with clause 33.2(d), unless the receiving Party indicates by immediate automatic response that 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 Working Day, on the next Working Day.

#### **34. BUSHFIRE PROTECTION**

34.1 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.

#### **35. CAT CONTAINMENT**

35.1 The Buyer acknowledges that the Land will become part of an area which is 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.

#### **36. GEOTECHNICAL INFORMATION**

36.1 The Site Classification Certificate with respect to the Land is annexed to this Contract.

36.2 The Seller may, but is not obliged, notify the Buyer of a variation to the Site Classification Certificate, and provide the Buyer with either:

- (a) a copy of the amended Site Classification Certificate; or
- (b) a list of the variations.

36.3 The Buyer may not make any claim, objection or requisition or rescind or terminate this Contract in respect of any matter set out, or referred to, in the Site Classification Certificate provided to the Buyer in accordance with clause 36.1.

#### **37. BLOCK DETAILS PLAN**

37.1 The Buyer acknowledges that the area of the Land specified in the Block Details Plan is subject to final survey and is subject to change and in the event of inconsistency with the area in the Deposited Plan, the Deposited Plan prevails.

#### **38. SERVICE PROVIDERS**

38.1 The Buyer acknowledges that the Seller is not a Utility Service provider and any works undertaken on the Land by the Seller do not include actual connections to services, substations or transformers that may be required for a Utility Service.

38.2 The Buyer acknowledges:

- (a) that the Buyer is responsible for contacting all relevant service providers for Utility Services to arrange for servicing of the Land and a failure to do so may cause delays to the Buyer's Development due to there being no access to water or power; and

(b) the Seller has not and does not provide any representation or warranty relating to the existence, or future installation or location, of any future substations, and the Buyer may not make any claim, objection or requisition or rescind or terminate this Contract, and releases the Seller in respect of any claim or cause of action, relating to any matter set out, or referred to, in this clause.

## 39. RESIDENTIAL WITHHOLDING TAX

**Warning:** The following clauses 39.1 to 39.15 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

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

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

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

**RW Amount Information** means the information set out in the table entitled "RW Amount (Residential Withholding Payment) — Further Details" set out in 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.

39.2 The Seller must provide the Buyer with the RW Amount Information no later than 28 calendar days prior to the Date for Completion.

39.3 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 14-250 in relation to the supply of the Land from the Seller to the Buyer.

39.4 The following clauses 39.5 to 39.15 inclusive only apply if the 'RW Amount required to be paid ?' option on the Schedule is selected 'yes'.

39.5 Subject to any adjustments to the Price or non-monetary consideration that may arise after the date that the RW Amount Information is provided in accordance with clause 39.2 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 Land from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

39.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO at least 10 Working Days prior to the Date for Completion.

39.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

39.8 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.

39.9 The Seller must forward the unendorsed bank cheque provided under clause 39.8 to the ATO within 5 Working Days following Completion and provide the Buyer with evidence of payment of the RW Amount to the ATO.

39.10 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.

39.11 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.

39.12 If the Seller provides the Buyer with updated RW Amount Information in accordance with this clause, the Buyer must, within 3 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.

39.13 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 39.8 to the ATO.

#### **Potential Residential Land**

39.14 If the 'Potential Residential Premises?' option on the Schedule 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) 10 Working Days before the Date for Completion; or
- (d) 20 Working Days after the Date of this Contract.

39.15 Where the Buyer has provided the statement referred to in clause 39.14 the Buyer indemnifies the Seller and will keep the Seller indemnified 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).

#### **40. FOREIGN RESIDENT WITHHOLDING TAX**

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

40.2 If a Clearance Certificate for the Seller is attached to this Contract or provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

40.3 If neither of clauses 40.1 or 40.2 apply, then:

- (a) the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 40.3(b)(i), within 5 calendar days of written request from the Buyer;
- (b) the Buyer must:
  - (i) lodge a purchaser payment notification form with the ATO; and
  - (ii) give evidence of compliance with clause 40.3(b)(i) to the Seller, no later than 5 calendar days before the Date for Completion;
- (c) the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and

- (d) 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 40.3(c) in payment of the Withholding Amount following Completion.

40.4 If clause 40.3 applies and the parties do not comply with clause 40.3(d):

- (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 40.4.

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

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

#### **41. VERGE BOND**

41.1 On Completion the Buyer must pay to the Seller the Verge Bond as security for the Buyer's obligations under this clause 41.

41.2 The Buyer acknowledges that on Completion the Verge and the Verge Assets are in good condition and repair.

41.3 During construction on, or Development of the Land, the Buyer must protect the Verge Assets and remediate and make good any damage to the Verge Assets to the satisfaction of the Seller, including but not limited to repairing Verge Assets and re-grassing or re-planting the Verge to the satisfaction of the Seller.

41.4 The Verge Bond will be refunded to the Buyer upon the Buyer:

- (a) submitting a claim for the Verge Bond, using the form approved by the Seller, within 180 calendar days of receiving a Certificate of Occupancy for the construction of a dwelling on the Land;
- (b) providing the Seller with a copy of the Certificate of Occupancy; and
- (c) providing evidence (to the satisfaction of the Seller) that the Verge and Verge Assets are in good repair and condition and the Verge is clean and free from building materials, refuse and rubbish.

41.5 If the Buyer does not satisfy the conditions for repayment of the Verge Bond within 30 months of the date of Completion, the Verge Bond is not refundable to the Buyer and the Verge Bond is forfeited to the Seller without further notice to the Buyer.

41.6 If the Buyer sells the Land or otherwise transfers the Crown Lease prior to satisfying the conditions of clause 41.4, the Buyer may request the Seller's agreement to hold the Verge Bond for the benefit of the transferee on the same terms as this clause 41, and if agreed, which is at the Seller's absolute and unfettered discretion, the Buyer will no longer be entitled to be repaid the Verge Bond.

#### **42. SOLAR BOND**

42.1 On Completion, the Buyer must pay to the Seller the Solar Bond as security for the Buyer's obligations under this clause 42.

42.2 The Buyer must install and connect a Solar PV System, which satisfies the Solar PV System Criteria, to the dwelling erected on the Land.

42.3 The Solar Bond will be refunded to the Buyer upon the Buyer:

- (a) submitting a claim for the Solar Bond, using the form approved by the Seller, within 180 calendar days of receiving a Certificate of Occupancy for the construction of a dwelling on the Land;
- (b) providing the Seller with a copy of the Certificate of Occupancy; and
- (c) providing evidence to the satisfaction of the Seller that:
  - (i) a Solar PV System is installed and connected to the dwelling erected on the Land;
  - (ii) the Solar PV System Satisfies the Solar PV System Criteria; and
  - (iii) the Solar PV System and Solar PV Assets are in good repair and working condition, clean and free from building materials, refuse and rubbish.

42.4 for the purposes of clause 42.3(c), satisfactory evidence provided by the Buyer to the Seller includes, but is not limited to:

- (a) documentary evidence of the Solar PV System installed which can be a tax invoice or a letter on a company letterhead (make sure your address is included);
- (b) evidence that the Solar PV System and Solar PV System Assets were purchased from a New Energy Tech Approved Seller, under the NETCC program;
- (c) evidence of the total rated power output of the Solar PV System;
- (d) a final certificate of Electrical Safety (CES) which must include the electrician's name or trading name, ACT licence details and CEC accreditation details; and
- (e) a photo of the installed Solar PV System.

42.5 If the Buyer does not satisfy the conditions for repayment of the Solar Bond within 30 months of the date of Completion, the Solar Bond is not repayable to the Buyer and the Solar Bond is forfeited to the Seller without further notice to the Buyer.

42.6 If the Buyer sells the Land or otherwise transfers the Crown Lease prior to satisfying the conditions of this clause 42 the Buyer may request the Seller's agreement to hold the Solar Bond for the benefit of the transferee on the same terms as this clause 42, and if agreed, which is at the Seller's absolute and unfettered discretion, the Buyer will no longer be entitled to be repaid the Solar Bond.

**43. ENERGY REBATE**

43.1 If the Buyer:

- (a) receives a Certificate of Occupancy for the construction of a dwelling on the Land which satisfies:
  - (i) all of the mandatory requirements contained in the Jacka Housing Development Guidelines; and
  - (ii) all of the Eligibility Requirements; and
- (b) within 180 calendar days of receiving the Certificate of Occupancy and Certificate of Compliance for the dwelling erected on the Land:
  - (i) lodges the completed Rebate Application Form; and

- (ii) provides evidence, to the satisfaction of the Seller, that all of the Eligibility Requirements have been met,

the Seller, subject to clause 43.3, will pay the Energy Rebate to the Buyer.

43.2 If the Buyer does not satisfy clause 43.1 within 30 months of the date of Completion, the Buyer will not be eligible for the Energy Rebate and is taken to release the Seller from any obligation to pay the Energy Rebate to the Buyer.

43.3 If the Buyer sells the Land or otherwise transfers the Crown Lease prior to satisfying the conditions of this clause 43 the Buyer may request the Seller's agreement to transfer the Buyer's right to apply for the Energy Rebate for the benefit of the transferee on the same terms as this clause 43, and if agreed, which is at the Seller's absolute and unfettered discretion, the transferee must also:

- (a) provide evidence to the satisfaction of the Seller, that the Land is the subject of a building contract between the Buyer and the transferee; and
- (b) provide the Seller with:
  - (i) a completed Right to Transfer Rebate Form; and
  - (ii) evidence that the transferee is the Crown lessee of the Land and has entered into a building contract with the Buyer for the construction of a dwelling on the Land,

and the Buyer acknowledges that any subsequent transferee will not be eligible for the Energy Rebate.

43.4 In this clause 43, **Eligibility Requirements** means the installation, connection and commissioning of the following in the dwelling on the Land:

- (a) a roof with a solar absorptance value of less than 0.5 (absorptance values as per the National Construction Code 2019 (NCC)) and of a "light" colour;
- (b) a Solar PV System, which has a minimum total rated power output of 6.5 kilowatts (kW);
- (c) an energy efficient electric heat pump or electric boost solar hot water system;
- (d) an energy monitoring and/or energy demand management system; and
- (e) an electric vehicle charge point in the garage or carport installed by an ACT licensed electrician.

43.5 The Buyer acknowledges the Energy Rebate is not partially payable and a failure to meet all of the Eligibility Requirements will mean that the Buyer will not be eligible for the Energy Rebate (in full or in part).

#### **44. FRONT GARDEN LANDSCAPE REBATE**

44.1 If the Buyer:

- (a) receives a Certificate of Occupancy for the constructed of a dwelling on the Land which satisfies all of the mandatory requirements contained in the Jacka Housing Development Guidelines within 30 months of Completion;
- (b) constructs a front garden on the Land that satisfies all of the Eligibility Requirements within 30 months of Completion; and
- (c) within 180 calendar days of receiving the Certificate of Occupancy and Certificate of Compliance for the dwelling erected on the Land:
  - (i) lodges the completed Rebate Application Form; and

(ii) provides evidence, to the satisfaction of the Seller, that all of the Eligibility Requirements have been met,

the Seller, subject to clause 44.3, will pay the Front Garden Landscape Rebate to the Buyer.

44.2 If the Buyer does not satisfy clause 44.1, the Buyer will not be eligible for the Front Garden Landscape Rebate and is taken to release the Seller from any obligation to pay the Front Garden Landscape Rebate to the Buyer.

44.3 If the Buyer sells the Land or otherwise transfers the Crown Lease prior to satisfying the conditions of this clause 44 the Buyer may request the Seller's agreement to transfer the Buyer's right to apply for the Front Garden Landscape Rebate for the benefit of the transferee on the same terms as this clause 44, and if agreed, which is at the Seller's absolute and unfettered discretion, the transferee must:

- (a) provide evidence to the satisfaction of the Seller, that the Land is the subject of a building contract between the Buyer and the transferee; and
- (b) provide the Seller with:
  - (i) a completed Right to Transfer Rebate Form; and
  - (ii) evidence that the transferee is the Crown lessee of the Land and has entered into a building contract with the Buyer for the construction of a dwelling on the Land,

and the Buyer acknowledges that any subsequent transferee will not be eligible for the Front Garden Landscape Rebate.

44.4 In this clause 44, **Eligibility Requirements** means installation and commissioning of all of the following in the front garden, which can also include the verge, on the Land:

- (a) any additional paths and hard landscaping beyond the driveway entranceway, but excluding the driveway, and path to front door, are constructed with permeable materials;
- (b) a minimum of 3 trees, or 6 trees on a corner block, of at least 45 litre pot size with a mature height of at least 3 metres;
- (c) a minimum of 40 Other Plants, or 50 Other Plants for a corner block;
- (d) a minimum of 5 different species represented;
- (e) any garden beds to be mulched to a minimum depth of 75mm; and
- (f) no artificial grass, black or dark gravel, or dyed mulch.

44.5 The Buyer acknowledges the Front Garden Landscape Rebate is not partially payable and a failure to meet all of the Eligibility Requirements will mean that the Buyer will not be eligible for the Front Garden Landscape Rebate (in full or in part).

#### **45. NOT USED**

#### **46. COMMONWEALTH SANCTIONS**

46.1 In this clause 46, the following definitions apply:

- (a) **Consolidated List** means the document maintained by the Commonwealth in accordance with section 22 of the Autonomous Sanctions Regulations 2011 (Cth) and/or section 40 of the United Nations (Dealing with Assets) Regulations 2008 (Cth);

- (b) **Designated Person or Entity** means a person or entity who is a designated person or entity as defined in the Autonomous Sanctions Regulations 2011 (Cth) and/or who is a person or entity who is a designated person or entity as defined in the Charter of the United Nations (Dealing with Assets) Regulations 2008 (Cth).

46.2 The Buyer warrants at the time it enters into this Contract it is not a Designated Person or Entity or named as a person or entity on the Consolidated List.

46.3 The Buyer must not, prior to Completion, become a Designated Person or be named as a person or entity on the Consolidated List.

46.4 The Buyer must immediately notify the Seller if it breaches clause 46.3.

46.5 Clauses 46.2 and 46.3 are essential terms.

46.6 If the Buyer breaches the warranty in clause 46.2 or breaches clause 46.3 then immediately and without the notice otherwise necessary under clause 24, clause 25 applies.

## **47. DEFINITIONS**

47.1 Definitions appear in the Schedule and as follows:

**ActewAGL** means a joint venture company that owns, operates and maintains the electricity, gas, water and sewage services on behalf of Icon Water Limited (ACN 069 381 960) or its successors and permitted assigns;

**ACT Revenue Office** means the ACT Revenue Office of the Chief Minister, Treasury and Economic Development Directorate;

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

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

**Authority** means any government or regulatory authority and includes:

- (a) any provider of public Utility Services, whether statutory or not; and
- (b) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Land or any part of it, including any ACT or Commonwealth government agency;

**Balance of the Price** means the Price less the Deposit;

**Bank Guarantee** means a bank guarantee issued by a bank operating in Australia in a form satisfactory to the Seller;

**Block Boundary** means the boundary of the Land as shown on the Block Details Plan and does not include the Verge;

**Block Details Plan** means the plan described as such in the Jacka Housing Development Guidelines;

**Block Fill Plans** means the plans described as such in the Jacka Housing Development Guidelines;

**Certificate of Compliance** has the meaning in the Planning Act;

**Certificate of Occupancy** has the meaning given to it in the *Building Act 2004* (ACT) for the dwelling erected on the Land;

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

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

**Completion** means the time at which this Contract is completed;

**Contract** means the Schedule, terms and conditions and any annexure, additional clauses and attachments forming part of this contract;

**Crown Lease** means a Crown lease granted in accordance with the Planning Act in a form similar to the Specimen Crown Lease;

**Default Notice** means a notice in accordance with clauses 24.5 and 24.6;

**Deposit** means the amount specified in the Schedule which is 5% of the Price and which:

- (a) forms part of the Price; and
- (b) must be paid by the Buyer to the Seller in accordance with clause 2 or 3, as applicable;

**Deposit Bond** means a deposit insurance bond issued to the Seller at the request of the Buyer in a form satisfactory to the Seller;

**Deposited Plan** means the deposited plan relating to the Land, a copy of which is annexed to this Contract at Annexure C;

**Development** has the meaning in the Planning Act;

**Energy Rebate** means \$7,000 (GST inclusive);

**EvoEnergy** means the energy networks division of ActewAGL that manages poles and wires and gas infrastructure;

**Feature Tree** means a tree in a minimum 45 litre pot size with a mature height of at least 3 metres;

**Front Garden Landscape Rebate** means the sum of \$6,000 (GST inclusive), except for a corner block, which is the sum of \$7,000 (GST inclusive);

**GST** has the meaning ascribed to it under the GST Law and, where appropriate, includes voluntary and Notional GST. Expressions used in this Contract of Sale which are defined in the GST Law have the same meaning as given to them in the GST Law;

**GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Improvements** means the buildings, structures and fixtures erected on and forming part of the Land as at the Date of this Contract, if any;

**Income** means the rents and profits derived from the Land;

**Insolvency Event** means the following:

- (a) where the Buyer is a natural person and:
  - (i) the Buyer authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors;
  - (ii) a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or
  - (iii) the Buyer commits an act of bankruptcy; or

- (b) where the Buyer is a body corporate and:
  - (i) the Buyer becomes, or attempts are made for the Buyer to become an externally administered body corporate in accordance with the *Corporations Act 2001* (Cth); or
  - (ii) a controller (as defined by the *Corporations Act 2001* (Cth)) is appointed, or attempts are made to have a controller appointed for any of the Buyer's assets;

**Jacka Housing Development Guidelines** means the Jacka Housing Development Guide contained in Annexure A, as amended from time to time;

**Kerb Line** means the kerb line of the Land as shown on the Block Details Plan;

**Land** means the land described in the Schedule and to be the subject of the Lease;

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

**Lease** means a Crown Lease in a form similar to the Specimen Crown Lease which may, where the Land is affected by an easement identified in the Jacka Housing Development Guidelines, include an annexure or additional provisions detailing the terms of an easement;

**Margin Scheme** has the meaning ascribed to it in the GST Law;

**Notice to Complete** means a notice in accordance with clauses 24.1 and 24.2 requiring a Party to complete this Contract;

**Notional GST** means, where the supplier is the Commonwealth and an obligation exists to make voluntary or notional GST payments under section 177-1 of the GST Law, those voluntary or notional payments are made by or on behalf of the Commonwealth. For the avoidance of doubt Notional GST amounts will be calculated as if the GST Law applies to the relevant supplies;

**Other Plants** includes shrubs, climbers, groundcover or ornamental grasses;

**Party** means a party to this Contract and **Parties** has the corresponding meaning;

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

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

**Rebate** means either the Energy Rebate or the Front Garden Landscape Rebate, as applicable.

**Rebate Application Form** means the application form approved by the Seller and made available from the SLA Website ;

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

**Relevant Price** means the higher of:

- (a) the Price (including GST); and
- (b) the market value of the CGT Assets sold under this Contract, as at the Date of this Contract;

**Residential Property** has the same meaning given to it in the Property Act.

**Right to Transfer Rebate Form** means the form of that title approved by the Seller and available from the SLA Website pursuant to which a Buyer waives its right to receive a Rebate and novates the rights and obligations of the Buyer to the Rebate to the Transferee.

**Schedule** means the schedule to this Contract;

**Site Classification Certificate** means the site classification certificate for the Land, a copy of which is annexed to this Contract at Annexure D;

**SLA Privacy Policy** means the privacy policy and/or statement published from time to time on the website managed by the Suburban Land Agency.

**Solar Bond** means the sum of \$2,000.00 (including GST);

**Solar PV System** means a solar photovoltaic (PV) system composed of one or more solar panels combined with an inverter and other electrical and mechanical hardware that use energy from the Sun to generate electricity. Solar PV cells that capture sunlight are placed in panels, which are in turn placed in arrays, to deliver solar power to the dwelling.

**Solar PV System Assets** means the associated apparatus and related components of the Solar PV System, including but not limited to solar panels, inverter, energy management system, balance of system etc. required to have an operating compliant Solar PV System.

**Solar PV System Criteria** means a Solar PV System (and associated Solar PV System Assets, including a grid-connected inverter) that:

- (a) is purchased from a New Energy Tech Approved Solar Retailer, under the New Energy Tech Consumer Code (NETCC) Program;
- (b) has a minimum total rated power output of 5.5 kilowatts (kW);
- (c) is installed, commissioned, tested and certified by a ACT licensed tradesperson who is also a Clean Energy Council (CEC) accredited installer; and
- (d) the installation of which is CEC compliant.

**Specimen Crown Lease** means the specimen Crown Lease contained in Annexure B;

**Substance** means any substance or thing which is or may be an emission to the environment or harmful to the environment or the health or safety of any person or may cause damage to property and includes:

- (a) asbestos;
- (b) polychlorinated biphenyls;
- (c) heavy metals;
- (d) chemicals;
- (e) contaminants; and
- (f) any other matter whether solid, liquid or gaseous form, or whether naturally occurring or man-made;

**Suburban Land Agency** means the agency established under section 37 of *the City Renewal Authority and Suburban Land Agency Act 2017* (ACT);

**Supply** has the meaning in the GST Law;

**TCCS** means Transport Canberra and City Services and its successors;

**Territory Plan** means the *Territory Plan 2008* (ACT), as amended and varied from time to time;

**Territory Planning Authority** means the body corporate established in accordance with the Planning Act;

**Transferee** is the person who buys the Land from the Buyer and who enters into a building contract with the Buyer (as builder) for the construction of a dwelling on the Land.

**Utility Service** includes drainage, electricity, garbage collection, sewerage, telecommunications or water;

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

**Verge** means the verge in front of the Land and includes the area between the Block Boundary and the Kerb Line, commonly known as the nature strip;

**Verge Assets** means all concrete footpaths, driveways, kerbs, gutters, light poles, mini pillars, street trees and grassing located on the Verge at Completion, or as varied by the Buyer with the written consent of TCCS;

**Verge Bond** means the sum of \$1,000 (GST inclusive);

**Withholding Amount** means, subject to clause 40.5, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract;

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

**Working Days** has the meaning given to it by the *Legislation Act 2001* (ACT); and

## 48. INTERPRETATION

48.1 In this Contract:

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

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

48.3 If the time for something to be done or to happen is not a Working Day, the time is extended to the next Working Day.

48.4 If there is more than one Buyer or more than one Seller, the obligations which they undertake bind them jointly and individually.

**Annexure A – Jacka Housing Development Guidelines**



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# **Jacka 2 Stage 1**

## **Residential Estate Housing**

### **Development Guide**

**September 2024**

# Housing Development Guide

## Jacka 2 – Stage 1

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## Version Control

This section of the Specific Requirements shows the different versions that have been issued. On each page of the document there is also a page number, issue date and a version number. You should make sure you are using the most recent version.

<b>Version</b>	<b>Date</b>	<b>Amendment Details</b>
1.0	June 2024	
2.0	September 2024	Planning Policy Discussion

## Accessibility

The ACT Government is committed to making its information, services, events and venues as accessible as possible.

If you have difficulty reading a standard printed document and would like to receive this publication in an alternative format, such as large print, please phone Access Canberra on 13 22 81 or email the Suburban Land Agency at [suburbanland@act.gov.au](mailto:suburbanland@act.gov.au).

If English is not your first language and you require a translating and interpreting service, please phone 13 14 50.

If you are deaf, or have a speech or hearing impairment, and need the teletypewriter service, please phone 13 36 77 and ask for Access Canberra on 13 22 81.

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## Disclaimer

The Suburban Land Agency makes no warranty regarding the accuracy or completeness of the information in this material and recommends obtaining independent legal, financial and accounting advice before considering purchasing land or making an offer to purchase land. The plans, examples and information contained herein are for illustrative purposes only and should not, without further inquiry, be relied upon as to their ultimate accuracy, to the extent permitted by law, the Suburban Land Agency will not be responsible for any loss or damage that may be incurred as a result of your reliance upon these materials.

## How to planning policy changes relate to these HDG's?

This Housing Development Guide relates to Jacka 2- Stage 1 which was assessed under the Territory Plan 2008 and approved prior to policy change; specifically, that being the interim Planning Act 2023.

The existing Territory Plan 2008 still exists as a legal document and the Jacka 2- Stage 1 Housing Development Guide is prepared in accordance with the rules and provisions of that legislation and development will be in accordance with the policy at the time of approval.



## Specific Requirements

### 1. Variations

The Suburban Land Agency reserves the right to vary this document from time to time. Variations will be issued via an addendum to affected buyers who have entered into a First Grant Contract for a Block.

### 2. Additional Requirements

Outlined below are additional requirements that apply to Jacka 2 – Stage 1.

#### 2.1. *Verge Bond*

The ACT Government, Suburban Land Agency has installed and established as part of the estate works in your new community, new street trees and grassing to the verge areas. The trees and grass provide a green streetscape and contribute to shading your new home from summer sun, as well as contributing to the creation of habitat for native fauna in the area.

The street trees are looked after by the ACT Government's land custodian, Transport Canberra and City Services (TCCS), whilst the verge grassing is the responsibility of the lease holder of the block behind the verge. As part of the construction of your new home, you are required to protect the verge assets during construction and make good any damage upon completion of your landscape works. The verge includes the area forward of your property boundary line to the kerb and gutter and can include ACT Government assets such as concrete footpaths, driveways, kerb and gutters, light poles, mini pillars, street trees and grassing.

This can include but is not limited to re-grassing the verge if areas fail due to construction related activities. If there is other damage, from construction related activities, such as damage to the new street tree, or concrete footpath you are required to notify the Suburban Land Agency, so an assessment can be made as to the best way to repair these assets. If there is damage to ACT Government assets, please contact the Suburban Land Agency Place Management team at [SLAPlaceManagement@act.gov.au](mailto:SLAPlaceManagement@act.gov.au).

To ensure the verges are returned to their original state post construction, a \$1000 bond will be required at the time of settlement. Within six months of receiving your certificate of occupancy and no later than 30 months after settlement of your block, and once the verge is returned back to its original and established condition, the bond paid at time of settlement (and as detailed in your sales contract), can be reimbursed to you.

If you would like to change the verge surface treatment from grass to something else, such as a garden, please contact TCCS on 13 22 81.

#### 2.2. *Solar Bond*

Solar photovoltaic (PV) is a technology that converts sunlight (solar radiation) into electricity using semiconductors. Solar PV systems enable you to generate your own electricity, helping to reduce your

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energy bills. Solar PV panels generate the most energy throughout the year when they are facing north (or closest to), and not overshadowed by buildings or other structures.

You must install a solar PV system with a minimum total rated power output of 5.5 kilowatts (kW) on the roof of the dwelling. Please note that to be eligible for the 2.4. Home Energy Package Rebate, a system of 6.5 kilowatts (kW) is required.

To ensure the installation of solar panels on homes in Jacka, a \$2000 bond will be required at the time of settlement. Within six months of receiving your certificate of occupancy and no later than 30 months after settlement of your block, and once a compliant solar PV system is installed, the bond paid at time of settlement (and as detailed in your sales contract), can be reimbursed to you.

The solar PV system must be sourced from a New Energy Tech Approved Seller, under the New Energy Tech Consumer Code (NETCC) Program. All equipment must be installed, commissioned, tested and certified by an ACT licensed tradesperson. They must also be a Clean Energy Council (CEC) accredited installer.

### **2.3. *Claiming Your Bond***

To claim either of the above bonds following the completion of your house, you will need to send an email to [suburbanland@act.gov.au](mailto:suburbanland@act.gov.au) with the following information:

- Certificate of occupancy
- Photos of the verge showing its current condition, and photos of installed solar PV system
- If relevant, written agreement from TCCS to a change in the verge treatment

Please note –

- Documentary evidence must include the address of the dwelling where the item is installed and all relevant details. Evidence can be provided by a retailer, builder or the installer. A tax invoice OR a letter on a company letterhead are acceptable forms of evidence. Where a letter is provided from the builder or retailer the items can be combined.
- Photos are to be taken from ground level and can be combined. Hard copy photos must identify the Block and Section on the reverse side.
- When assessing a claim for bond return, the Suburban Land Agency may conduct an inspection of to verify that the verge has been returned to its original condition and solar PV system installed. If the Suburban Land Agency is not satisfied, at its sole discretion it may choose to not return the bond. If you require the use of the verge during construction, please contact Access Canberra on 13 22 81.

### **2.4. *Home Energy Package Rebate***

The Home Energy Package Rebate supports Buyers or Eligible First Transferees in designing an energy efficient home that will increase health and comfort and lower your running costs throughout the life of your home. The Buyer or First Transferee of an Eligible Block will be entitled to receive a Rebate amount of \$7,000, where all the Eligibility Requirements have been fulfilled.

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The Home Energy Package requires that Buyers or Eligible First Transferees of an Eligible Block include the following in the design and construction of their All-electric home:

1. **Roof Colour:** Build a home that has a “light” coloured roof with a solar absorptance value of less than 0.5; and
2. **Solar PV System:** Install a Solar PV system with a minimum total rated output of 6.5kW; and
3. **Hot Water System:** Install an energy efficient electric heat pump or electric boost solar hot water system; and
4. **Energy Demand Management System:** Install a home energy demand management system in the home; and
5. **EV Charging Point:** Install an electric vehicle dedicated charge point in the garage or carport.

For more information, please refer to “Home Energy Rebate Program Eligibility Guidelines”.

## **2.5. *Front Garden Landscape Rebate***

Your The Front Garden Landscape Rebate supports Buyers or Eligible First Transferees in designing a climate-wise front garden that will help to keep your home cool and comfortable, save water, and support the local environment. The Buyer or First Transferee of an Eligible Block will be entitled to receive a Rebate amount of \$6,000, or \$7,000 for a corner block, where all the Eligibility Requirements have been fulfilled.

The Front Landscape Rebate requires that Buyers or Eligible First Transferees of an Eligible Block adhere to the following requirements in the design and construction of their front gardens:

1. **Paths and Paving:** any additional paths or hard landscaping beyond the driveway, entranceway and path to front door are to be constructed with permeable materials; and
2. **Feature Trees:** plant a minimum of 3 trees, or 6 trees for a corner block, of at least 45 litre pot size with a mature height of at least 3 metres; and
3. **Other Plants:** plant a minimum of 40 other plants, or 50 other plants for a corner block (other plants include shrubs, climbers, groundcover, ornamental grasses etc); and
4. **Species Diversity:** chosen trees and other plants are to be comprised of at least 5 different species; and
5. **Mulching:** all garden beds are to be mulched to a minimum depth of 75mm; and
6. **Non-compliant Landscape Features:** no artificial grass, black or dark gravel, or dyed mulch is to be used.

For more information, please refer to “Front Garden Landscape Rebate Eligibility Guidelines”.

## **2.6. *Bush Fire Requirements***

Your level of bush fire risk affects your development requirements – the higher the risk, the more protection you need. The term ‘bush fire attack level’, or BAL, is used to quantify this risk. Refer to Block Details Plans for the block with bush fire requirements for building construction. The block identified will

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need to construct buildings using materials and with features that meet the Australian Standard Building requirements for the Bushfire Attack Level (BAL) required for that specified block location.

### **2.7. Solid Fuel Heating Systems**

All residents within Jacka 2 are required to comply with the Solid Fuel Heating restriction in the Memorandum of Provisions incorporated into the Crown Lease. Buyers are not to install or use a solid fuel heating system on the premises without the prior written approval of EPSDD.

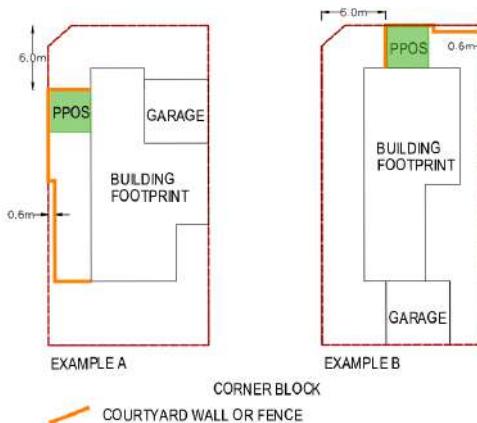
### **2.8. Retaining Walls**

The height of site cuts along the side and rear boundaries and within 1.5m of the boundary is restricted to a maximum of 1m, with any boundary retaining wall also not to exceed 1m in height. Where there are services easements, the natural ground level above these easements cannot be altered. Maximum fence height must include any retaining wall that is foundational to the fence or wall. In rear loaded and attached dwellings fronting Romberg Way, retaining and front courtyard walls must be integrated with any front steps as a design solution. Refer to Fencing Controls Plans in Annexure D for the location of Sections requiring consideration towards integrated retaining wall, fencing and slab design.

### **2.9. Fencing**

Provide both solid and semi-transparent elements within fencing/ courtyard designs. Colorbond solid fencing, chain mesh fencing, paling fences or raw or treated pine fencing must terminate at a minimum 1m behind the building line. These types of fencing are not permitted beyond the front of the building line. Maximum fence/ wall height is the cumulative height of retaining wall and fence. For garages located on a zero setback, fencing must terminate at the rear of the garage. For corner block:

- Minimum 6m setback to alignment intersection (the fencing cannot go further than 6m from the corner of the blocks to prevent vehicle site lines being obstructed)
- 50% of fencing at 0m setback and 50% of fencing at 0.6m setback (total length)
- No maximum fencing length



Detail 1: Corner Block Fencing Options

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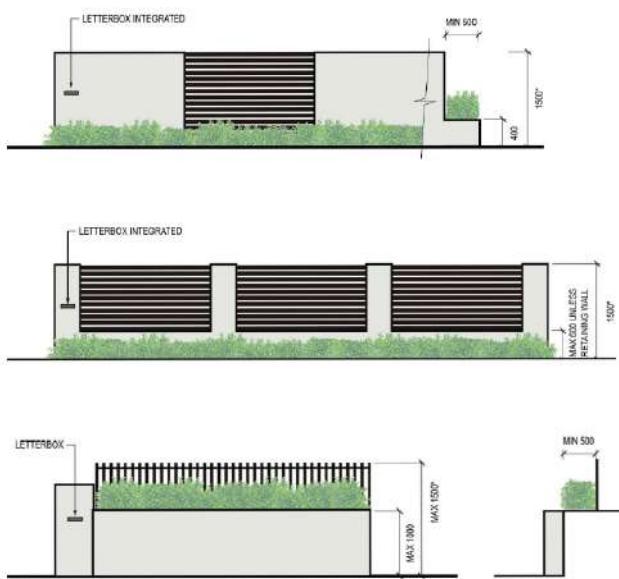


## 2.10. *Front Fencing and Fencing to Open Space*

Fencing controls are provided for blocks fronting directly onto open space, siding onto open space and interfacing with pedestrian paths. Controls for these conditions include:

1. **Front fence to open space:** Minimum setback of 0.6m for screening plants, Maximum 1.5m high where PPOS is located front of the building line and maximum 1.2m high elsewhere, provide access gates, provide both solid and semi-transparent elements within fencing/ courtyard designs.
2. **Side fence to open space:** Minimum setback of 0m, Maximum 1.5m high, provide both solid and semi-transparent elements within fencing/ courtyard designs.
3. **Side fence to pedestrian link:** Minimum setback of 0m, Maximum 1.5m high, provide access gate, provide both solid and semi-transparent elements within fencing/ courtyard designs.

Refer to Fencing Controls Plans in Annexure D for more details. No front fence, wall or balustrade is required in mixed use zone. There should be a seamless and open frontage from built form to promenade with only vertical separation to immediate natural open space and ponds.



Detail 2: Courtyard Wall or Fence Examples with Integrated Letterbox

## 2.11. *Principle Private Open Space (PPOS)*

PPOS cannot be lower than 1m below the front boundary level for a depth of 3m from the front boundary to the open space. PPOS on blocks in slope responsive areas sometimes require typologies in the form

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of over- under terraces or split-level houses whereby PPOS is permitted and best located on upper levels (balconies and rooftops) to optimise views and orientation.

Terraces fronting Romberg Way also permit upper level PPOS due to block orientation and development optimisation that will enable the rear laneway to provide greenery consistent with Urban Forest objectives and amenity (Refer to Block Details Plans for alternative PPOS solution).

#### **2.12. *Mandatory 2 and 3 Storey Built Form***

A maximum of 2 storeys is permitted for single residential. A third storey component may be considered in slope responsive areas and typologies in the form of over- under terraces or split-level houses. There is mandatory 2 and 3 storeys on certain blocks fronting collector road, mixed use centre and/ or main pond area and certain open space (Refer to Block Details Plans in Annexure C).

#### **2.13. *Building Setbacks***

Minimum building setbacks and mandatory side boundaries are introduced in a number of blocks to create a uniform streetscape and ensure all developments achieve an adequate amount of solar access and privacy (Refer to Block Details Plans for setback requirements).

#### **2.14. *Garages/ Carports***

Garages and carports must be integrated with the overall design of the house and consistent with Block Details Plans where location of garage is stipulated.

Studios above garages should provide external stair access and be integrated with the style and materiality of the garage and primary dwelling. Driveways should be light colored, non-reflective and have the minimal allowable footprint under the Planning Code. Permeable paving is encouraged.

#### **2.15. *Articulation to Corner Blocks and Blocks Adjacent to Open Spaces***

The house design must address both frontages for corner blocks consistent with the Fencing and Block Details Plans. This may be supplemented with a gate access requirement in some locations to further activate open space, paths and secondary frontages of importance.

#### **2.16. *Midsize Block Provision***

Blocks between 500m<sup>2</sup> to 550m<sup>2</sup> are nominated as midsize blocks. Development on these blocks takes advantage of reduced setbacks and other design siting requirements. For more information, refer to latest Development Codes within the Territory Plan.

#### **2.17. *Mandatory Surveillance Blocks***

Certain corner residential blocks with frontages to rear lanes are required to incorporate habitable rooms above garages. A habitable room means a room used for normal domestic activities i.e. bedroom, living room, study etc. This aims to provide better passive surveillance of rear lanes. For more information, see Rule 62 of the Estate Development Code within the Territory Plan.

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## **2.18. *Mandatory Habitable Room Fronting Open Space***

Residential blocks fronting open space in Section G are required to provide a habitable room, other than bedroom, facing the open space. This aims to provide better passive surveillance of the open space by increasing occasional sightlines and views from within the house.

## **2.19. *Letterbox to Open Space***

Residential blocks fronting open space in Section G are required to provide park frontage letterboxes. Letterboxes must compliment the home and shall be constructed of a material consistent with a dominant house material. Prefabricated stand-alone style mailboxes are not permitted. Where a courtyard wall is constructed, the letterbox should be integrated into the wall.

## **2.20. *Mandatory Build to Boundary***

Certain mid-sized blocks as part of a terrace arrangement are nominated with a mandatory build to boundary. Blocks nominated in the terrace arrangement allows zero side setbacks on the length of the boundary that is indicated by the brown triangle. The purpose of this control is to allow those end blocks to have the same setbacks as the other terrace blocks and for a uniform look in the development.

## **2.21. *Integrated Development Parcel***

A number of integrated development parcels (IDPs) are proposed within Jacka 2. These parcels of lands are intended to be subdivided into two or more single dwelling blocks and used for an integrated housing development. Refer to Integrated Development Plans in Annexure E for indicative building envelopes.

## **2.22. *Limited Development Opportunity***

Single dwelling blocks that do not comply with R47 of The Estate Development Code (EDC) and are not contained in an integrated housing development parcel are identified in the estate development plan as limited development potential blocks. Refer to Block Details Plans for location of blocks with limited development opportunity.

## **2.23. *Water Efficient Fixtures***

Water efficient fixtures and fittings must be installed with the following minimum (although higher star ratings are encouraged) star rating in accordance with the Water Efficiency Labelling & Standards (WELS) Scheme:

1. **Showerheads:** 3 star with flow rate of less than 9 litres/minute
2. **Tapware in kitchens and wet areas:** 4 star
3. **Toilets:** 4 star
4. **Dishwashers (if fitted):** 4 star
5. **Washing machines (if fitted):** 4 star

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## **2.24. Rainwater Tanks**

Rain water tanks must be installed in accordance with R6.1 of the Single Dwelling Housing Development Code including minimum roof capture areas and internal and external connection requirements (See Part 5 for size requirements). Alternatively, a greywater system captures all bathroom and laundry greywater and treats it to Class A standard. The treated greywater is connected to all laundry cold water, toilet flushing and all external taps.

## **2.25. Dog and Cat Containment**

The estate has been declared a cat containment area which means all cats in these areas, regardless of age, must be contained. Impacts of dogs and cats on wildlife, check SLA buyers guide for information. Dog registration is compulsory in ACT.

## **2.26. 7 Star NatHERS**

The 2022 National Construction Code required all new houses and apartments to meet a minimum energy efficiency rating of 7 stars under the Nationwide House Energy Rating Scheme. Higher ratings are encouraged in the estate.

The scheme covers provisions on orientation and layout, glazing and openings, insulation, ventilation, heating and cooling, lighting and colour/material selection.

Further information can be found on the [Nationwide House Energy Rating Scheme \(NatHERS\)](https://www.natthers.org.au) website.



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## Annexure A - Estate Plan

Below is the Estate Plan for Jacka 2

Stage 1- Sections 22,23,24,25,28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44.

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## JACKA 2 ESTATE MAP





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## Annexure B - Block Details Table

Below is the Block Details Table for Jacka 2

Stage 1-Sections 22,23,24,25,28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44.

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Numeric Section	Numeriuc Block	Area (m2)	Maximum Dwelling(s)	Block Typology	Compact Block	Mid-sized Block	Large Block	Multi Unit	Blocks with mid-sized block provision between 500m2 and 550m2	Corner Block	Surveillance Block	Mandatory Number of Storeys	Mandatory Build to Boundary	Limited Development Potential Block	Bushfire Prone Requirements Apply (BAL)	Mandatory Garage Location	Letterbox to Open Space	Habitable Room, Other than Bedroom Fronting Open Space	Upper Level PPOS Permitted	Active Frontage	Detail Design Plan Page Number (Plan Number)	Fencing Control Plan Page Number (Plan Number)	Block Fills Plan Page Number (Plan Number)	Integrated Development Plan Page Number (Plan Number)
22	1	495	1	Mid-size		v				v											29 (6)	35 (3)	56 (14)	-
	2	391	1	Mid-size		v															29 (6)	35 (3)	56 (14)	-
	3	420	1	Mid-size		v															29 (6)	35 (3)	56 (14)	-
	4	622	1	Large			v			v					v					29 (6)	35 (3)	56 (14)	-	
	5	453	1	Mid-size		v									v					29 (6)	35 (3)	56 (14)	-	
	6	453	1	Mid-size		v									v					29 (6)	35 (3)	56 (14)	-	
	7	453	1	Mid-size		v									v					29 (6)	35 (3)	56 (14)	-	
	8	453	1	Mid-size		v									v					29 (6)	35 (3)	56 (14)	-	
	9	588	1	Large			v								v					29 (6)	35 (3)	56 (14)	-	
	10	510	1	Large			v		v						v					29 (6)	35 (3)	57 (15)	-	
	11	554	1	Large			v								v					29 (6)	35 (3)	57 (15)	-	
	12	686	1	Large			v			v					v					29 (6)	35 (3)	57 (15)	-	
	13	681	1	Large			v								v					29 (6)	35 (3)	57 (15)	-	
	14	600	1	Large			v			v					v					29 (6)	35 (3)	57 (15)	-	
	15	572	1	Large			v													29 (6)	35 (3)	57 (15)	-	
	16	582	1	Large			v													29 (6)	35 (3)	57 (15)	-	
	17	453	1	Mid-size		v														29 (6)	35 (3)	56 (14)	-	
	18	453	1	Mid-size		v														29 (6)	35 (3)	56 (14)	-	
	19	453	1	Mid-size		v														29 (6)	35 (3)	56 (14)	-	
	20	453	1	Mid-size		v														29 (6)	35 (3)	56 (14)	-	
	21	453	1	Mid-size		v														29 (6)	35 (3)	56 (14)	-	
23	1	438	1	Mid-size		v				v										29 (6)	35 (3)	56 (14)	-	
	2	457	1	Mid-size		v														29 (6)	35 (3)	56 (14)	-	
	3	397	1	Mid-size		v														29 (6)	35 (3)	56 (14)	-	
	4	584	1	Large			v		v											29 (6)	35 (3)	56 (14)	-	
	5	455	1	Mid-size		v														29 (6)	35 (3)	56 (14)	-	
	6	455	1	Mid-size		v														29 (6)	35 (3)	56 (14)	-	
	7	455	1	Mid-size		v														29 (6)	35 (3)	56 (14)	-	
	8	455	1	Mid-size		v														29 (6)	35 (3)	56 (14)	-	
	9	486	1	Mid-size		v														29 (6)	35 (3)	56 (14)	-	
	10	675	1	Large			v													29 (6)	35 (3)	56 (14)	-	
	11	681	1	Large			v													29 (6)	35 (3)	55 (13)	-	
	12	572	1	Large			v								v					29 (6)	35 (3)	55 (13)	-	
	13	572	1	Large			v								v					29 (6)	35 (3)	55 (13)	-	
	14	606	1	Large			v								v					29 (6)	35 (3)	55 (13)	-	
	15	589	1	Large			v								v					31 (8)	35 (3)	55 (13)	-	
	16	501	1	Large			v		v						v					31 (8)	35 (3)	55 (13)	-	
	17	501	1	Large			v		v						v					31 (8)	35 (3)	55 (13)	-	
	18	501	1	Large			v		v						v					31 (8)	35 (3)	55 (13)	-	
	19	501	1	Large			v		v						v					31 (8)	35 (3)	54 (12)	-	
	20	501	1	Large			v		v						v					31 (8)	35 (3)	54 (12)	-	
	21	501	1	Large			v		v						v					31 (8)	35 (3)	54 (12)	-	
	22	629	1	Large			v		v						v					31 (8)	35 (3)	54 (12)	-	
	23	729	1	Large			v		v						v					31 (8)	35 (3)	54 (12)	-	

Numeric Section	Numeriuc Block	Area (m2)	Maximum Dwelling(s)	Block Typology	Compact Block	Mid-sized Block	Large Block	Multi Unit	Blocks with mid-sized block provision between 500m2 and 550m2	Corner Block	Surveillance Block	Mandatory Number of Storeys	Mandatory Build to Boundary	Limited Development Potential Block	Bushfire Prone Requirements Apply (BAL)	Mandatory Garage Location	Letterbox to Open Space	Habitable Room, Other than Bedroom Fronting Open Space	Upper Level PPOS Permitted	Active Frontage	Detail Design Plan Page Number (Plan Number)	Fencing Control Plan Page Number (Plan Number)	Block Fills Plan Page Number (Plan Number)	Integrated Development Plan Page Number (Plan Number)	
23	24	607	1	Large			v								v							31 (8)	35 (3)	54 (12)	-
	25	639	1	Large			v			v					v							31 (8)	35 (3)	54 (12)	-
	26	669	1	Large			v															31 (8)	35 (3)	54 (12)	-
	27	501	1	Large			v		v													31 (8)	35 (3)	54 (12)	-
	28	501	1	Large			v		v													31 (8)	35 (3)	55 (13)	-
	29	501	1	Large			v		v													31 (8)	35 (3)	55 (13)	-
	30	501	1	Large			v		v													31 (8)	35 (3)	55 (13)	-
	31	501	1	Large			v		v													31 (8)	35 (3)	55 (13)	-
	32	501	1	Large			v		v													31 (8)	35 (3)	55 (13)	-
	33	708	1	Large			v															29 (6)	35 (3)	55 (13)	-
	34	617	1	Large			v															29 (6)	35 (3)	55 (13)	-
	35	634	1	Large			v															29 (6)	35 (3)	55 (13)	-
	36	636	1	Large			v															29 (6)	35 (3)	55 (13)	-
	37	562	1	Large			v															29 (6)	35 (3)	56 (14)	-
	38	467	1	Mid-size		v																29 (6)	35 (3)	56 (14)	-
	39	455	1	Mid-size		v																29 (6)	35 (3)	56 (14)	-
	40	455	1	Mid-size		v																29 (6)	35 (3)	56 (14)	-
	41	455	1	Mid-size		v																29 (6)	35 (3)	56 (14)	-
	42	455	1	Mid-size		v																29 (6)	35 (3)	56 (14)	-
24	1	584	1	Large			v		v	v				v								30 (7)	35 (3)	52 (10)	-
	2	501	1	Large			v		v													30 (7)	35 (3)	52 (10)	-
	3	574	1	Large			v		v	v												30 (7)	35 (3)	52 (10)	-
	4	540	1	Large			v		v													30 (7)	35 (3)	52 (10)	-
	5	540	1	Large			v		v													30 (7)	35 (3)	52 (10)	-
	6	690	1	Large			v															30 (7)	35 (3)	52 (10)	-
	7	2056	11	Multi Unit			v															30 (7)	35 (3)	53 (11)	-
	8	543	1	Large			v		v													30 (7)	35 (3)	53 (11)	-
	9	540	1	Large			v		v													30 (7)	35 (3)	53 (11)	-
	10	510	1	Large			v		v													30 (7)	35 (3)	53 (11)	-
	11	539	1	Large			v		v													31 (8)	35 (3)	53 (11)	-
	12	540	1	Large			v		v													31 (8)	35 (3)	53 (11)	-
	13	580	1	Large			v															31 (8)	35 (3)	53 (11)	-
	14	730	1	Large			v		v													31 (8)	35 (3)	53 (11)	-
	15	633	1	Large			v															31 (8)	35 (3)	53 (11)	-
	16	613	1	Large			v		v													31 (8)	35 (3)	53 (11)	-
	17	577	1	Large			v															31 (8)	35 (3)	53 (11)	-
	18	542	1	Large			v		v													31 (8)	35 (3)	53 (11)	-
	19	634	1	Large			v															31 (8)	35 (3)	53 (11)	-
	20	562	1	Large			v															31 (8)	35 (3)	53 (11)	-
	21	645	1	Large			v															30 (7)	35 (3)	53 (11)	-
	22	732	1	Large			v															30 (7)	35 (3)	53 (11)	-
	23	893	1	Large			v															30 (7)	35 (3)	52 (10)	-
	24	659	1	Large			v															30 (7)	35 (3)	52 (10)	-
	25	564	1	Large			v															30 (7)	35 (3)	52 (10)	-

Numeric Section	Numeriuc Block	Area (m2)	Maximum Dwelling(s)	Block Typology	Compact Block	Mid-sized Block	Large Block	Multi Unit	Blocks with mid-sized block provision between 500m2 and 550m2	Corner Block	Surveillance Block	Mandatory Number of Storeys	Mandatory Build to Boundary	Limited Development Potential Block	Bushfire Prone Requirements Apply (BAL)	Mandatory Garage Location	Letterbox to Open Space	Habitable Room, Other than Bedroom Fronting Open Space	Upper Level PPOS Permitted	Active Frontage	Detail Design Plan Page Number (Plan Number)	Fencing Control Plan Page Number (Plan Number)	Block Fills Plan Page Number (Plan Number)	Integrated Development Plan Page Number (Plan Number)	
25	1	499	1	Mid-size		v				v		v										28 (5)	35 (3)	52 (10)	-
	2	375	1	Mid-size		v																28 (5)	35 (3)	52 (10)	-
	3	375	1	Mid-size		v																28 (5)	35 (3)	52 (10)	-
	4	562	1	Large			v			v												28 (5)	35 (3)	52 (10)	-
	5	684	1	Large			v															28 (5)	35 (3)	52 (10)	-
	6	507	1	Large			v			v					v							30 (7)	35 (3)	52 (10)	-
	7	498	1	Mid-size		v																30 (7)	35 (3)	52 (10)	-
	8	489	1	Mid-size		v																30 (7)	35 (3)	52 (10)	-
	9	498	1	Mid-size		v																30 (7)	35 (3)	52 (10)	-
	10	499	1	Mid-size		v																30 (7)	35 (3)	52 (10)	-
	11	496	1	Mid-size		v									v							30 (7)	35 (3)	52 (10)	-
	12	631	1	Large			v															30 (7)	35 (3)	53 (11)	-
	13	594	1	Large			v															30 (7)	35 (3)	53 (11)	-
	14	701	1	Large			v															30 (7)	35 (3)	53 (11)	-
	15	626	1	Large			v															30 (7)	35 (3)	53 (11)	-
	16	600	1	Large			v															30 (7)	35 (3)	53 (11)	-
	17	595	1	Large			v			v												30 (7)	35 (3)	53 (11)	-
	18	600	1	Large			v															30 (7)	35 (3)	53 (11)	-
	19	660	1	Large			v			v												30 (7)	35 (3)	53 (11)	-
	20	545	1	Large			v			v												30 (7)	35 (3)	53 (11)	-
	21	626	1	Large			v															30 (7)	35 (3)	53 (11)	-
	22	614	1	Large			v															30 (7)	35 (3)	53 (11)	-
	23	550	1	Large			v															30 (7)	35 (3)	53 (11)	-
	24	567	1	Large			v															30 (7)	35 (3)	52 (10)	-
	25	655	1	Large			v															30 (7)	35 (3)	52 (10)	-
	26	623	1	Large			v															30 (7)	35 (3)	52 (10)	-
	27	596	1	Large			v															30 (7)	35 (3)	52 (10)	-
	28	564	1	Large			v															30 (7)	35 (3)	52 (10)	-
	29	666	1	Large			v															30 (7)	35 (3)	52 (10)	-
31	1	2307	11	Multi Unit				v		v		v										27 (4)	34 (2)	47 (5)	-
	2	450	1	Mid-size		v																27 (4)	34 (2)	47 (5)	-
	3	450	1	Mid-size		v																27 (4)	34 (2)	47 (5)	-
	4	450	1	Mid-size		v																27 (4)	34 (2)	47 (5)	-
	5	450	1	Mid-size		v																27 (4)	34 (2)	47 (5)	-
	6	450	1	Mid-size		v																27 (4)	34 (2)	47 (5)	-
	7	540	1	Large			v			v												27 (4)	34 (2)	48 (6)	-
	8	525	1	Large			v			v												27 (4)	34 (2)	48 (6)	-
	9	450	1	Mid-size		v																27 (4)	34 (2)	48 (6)	-
	10	525	1	Large			v			v												28 (5)	34 (2)	48 (6)	-
	11	540	1	Large			v			v												28 (5)	34 (2)	48 (6)	-
	12	450	1	Mid-size		v																28 (5)	34 (2)	48 (6)	-
	13	420	1	Mid-size		v																28 (5)	34 (2)	48 (6)	-
	14	623	1	Large			v			v												28 (5)	34 (2)	48 (6)	-
	15	601	1	Large			v			v												28 (5)	34 (2)	48 (6)	-
	16	450	1	Mid-size		v																28 (5)	34 (2)	48 (6)	-

Numeric Section	Numeriuc Block	Area (m2)	Maximum Dwelling(s)	Block Typology	Compact Block	Mid-sized Block	Large Block	Multi Unit	Blocks with mid-sized block provision between 500m2 and 550m2	Corner Block	Surveillance Block	Mandatory Number of Storeys	Mandatory Build to Boundary	Limited Development Potential Block	Bushfire Prone Requirements Apply (BAL)	Mandatory Garage Location	Letterbox to Open Space	Habitable Room, Other than Bedroom Fronting Open Space	Upper Level PPOS Permitted	Active Frontage	Detail Design Plan Page Number (Plan Number)	Fencing Control Plan Page Number (Plan Number)	Block Fills Plan Page Number (Plan Number)	Integrated Development Plan Page Number (Plan Number)	
31	17	450	1	Mid-size		✓																28 (5)	34 (2)	48 (6)	-
	18	540	1	Large			✓		✓													28 (5)	34 (2)	48 (6)	-
	19	525	1	Large			✓		✓													28 (5)	34 (2)	48 (6)	-
	20	450	1	Mid-size		✓																28 (5)	34 (2)	48 (6)	-
	21	525	1	Large			✓		✓													28 (5)	34 (2)	48 (6)	-
	22	540	1	Large			✓		✓													28 (5)	34 (2)	47 (5)	-
	23	450	1	Mid-size		✓																28 (5)	34 (2)	47 (5)	-
	24	450	1	Mid-size		✓																26 (3)	34 (2)	47 (5)	-
	25	450	1	Mid-size		✓																26 (3)	34 (2)	47 (5)	-
	26	450	1	Mid-size		✓																26 (3)	34 (2)	47 (5)	-
	27	450	1	Mid-size		✓																26 (3)	34 (2)	47 (5)	-
30	2	430	1	Mid-size		✓				✓												27 (4)	34 (2)	47 (5)	-
	3	420	1	Mid-size		✓																27 (4)	34 (2)	47 (5)	-
	4	420	1	Mid-size		✓																27 (4)	34 (2)	47 (5)	-
	5	420	1	Mid-size		✓																27 (4)	34 (2)	47 (5)	-
	6	479	1	Mid-size		✓																28 (5)	34 (2)	47 (5)	-
	7	539	1	Large			✓		✓													28 (5)	34 (2)	47 (5)	-
	8	450	1	Mid-size		✓																28 (5)	34 (2)	48 (6)	-
	9	450	1	Mid-size		✓																28 (5)	34 (2)	48 (6)	-
	10	454	1	Mid-size		✓																28 (5)	34 (2)	48 (6)	-
	11	436	1	Mid-size		✓																28 (5)	34 (2)	48 (6)	-
	12	458	1	Mid-size		✓																28 (5)	34 (2)	48 (6)	-
	13	573	1	Large			✓								✓							28 (5)	34 (2)	48 (6)	-
	14	652	1	Large			✓			✓							v	v				28 (5)	34 (2)	48 (6)	40 (4)
	15	553	1	Large			✓									v	v					28 (5)	34 (2)	48 (6)	40 (4)
	16	647	1	Large			✓									v	v					28 (5)	34 (2)	48 (6)	40 (4)
	17	574	1	Large			✓			✓						v	v					28 (5)	34 (2)	48 (6)	40 (4)
	18	715	1	Large			✓															28 (5)	34 (2)	48 (6)	-
	19	420	1	Mid-size		✓																28 (5)	34 (2)	48 (6)	-
	20	420	1	Mid-size		✓																28 (5)	34 (2)	48 (6)	-
	21	450	1	Mid-size		✓																28 (5)	34 (2)	48 (6)	-
	22	450	1	Mid-size		✓																28 (5)	34 (2)	48 (6)	-
	23	450	1	Mid-size		✓																28 (5)	34 (2)	48 (6)	-
29	24	539	1	Large			✓		✓													28 (5)	34 (2)	47 (5)	-
	25	480	1	Mid-size		✓																28 (5)	34 (2)	47 (5)	-
	26	420	1	Mid-size		✓																27 (4)	34 (2)	47 (5)	-
	27	420	1	Mid-size		✓																27 (4)	34 (2)	47 (5)	-
	28	420	1	Mid-size		✓																27 (4)	34 (2)	47 (5)	-
	1	430	1	Mid-size		✓				✓												27 (4)	34 (2)	47 (5)	-
	2	566	1	Large			v			v												28 (5)	34 (2)	50 (8)	-
30	3	420	1	Mid-size		v																28 (5)	34 (2)	51 (9)	-
	4	450	1	Mid-size		v																28 (5)	34 (2)	51 (9)	-
	5	450	1	Mid-size		v																28 (5)	34 (2)	51 (9)	-
	6	464	1	Mid-size		v																28 (5)	34 (2)	51 (9)	-
	7	757	1	Large			v								v							28 (5)	34 (2)	51 (9)	-

Numeric Section	Numeriuc Block	Area (m2)	Maximum Dwelling(s)	Block Typology	Compact Block	Mid-sized Block	Large Block	Multi Unit	Blocks with mid-sized block provision between 500m2 and 550m2	Corner Block	Surveillance Block	Mandatory Number of Storeys	Mandatory Build to Boundary	Limited Development Potential Block	Bushfire Prone Requirements Apply (BAL)	Mandatory Garage Location	Letterbox to Open Space	Habitable Room, Other than Bedroom Fronting Open Space	Upper Level PPOS Permitted	Active Frontage	Detail Design Plan Page Number (Plan Number)	Fencing Control Plan Page Number (Plan Number)	Block Fills Plan Page Number (Plan Number)	Integrated Development Plan Page Number (Plan Number)	
29	8	518	1	Large			v		v	v				v								28 (5)	34 (2)	51 (9)	-
	9	583	1	Large			v															28 (5)	34 (2)	51 (9)	-
	10	578	1	Large			v															28 (5)	34 (2)	51 (9)	-
	11	682	1	Large			v			v												28 (5)	34 (2)	51 (9)	-
	12	657	1	Large			v							v								28 (5)	34 (2)	51 (9)	-
	13	529	1	Large			v		v													28 (5)	34 (2)	51 (9)	-
	14	539	1	Large			v		v													28 (5)	34 (2)	51 (9)	-
	15	450	1	Mid-size		v																28 (5)	34 (2)	51 (9)	-
	16	450	1	Mid-size		v																28 (5)	34 (2)	51 (9)	-
	17	420	1	Mid-size		v																28 (5)	34 (2)	51 (9)	-
	1	566	1	Large			v			v												28 (5)	34 (2)	50 (8)	-
	2	447	1	Mid-size		v				v												27 (4)	34 (2)	51 (9)	-
28	3	416	1	Mid-size		v																27 (4)	34 (2)	51 (9)	-
	4	617	1	Large			v								v							27 (4)	34 (2)	51 (9)	-
	5	540	1	Large			v		v													27 (4)	34 (2)	51 (9)	-
	6	912	1	Large			v			v												28 (5)	34 (2)	51 (9)	-
	7	847	1	Large			v			v												28 (5)	34 (2)	51 (9)	39 (3)
	1	567	1	Large		v			v													28 (5)	34 (2)	51 (9)	39 (3)
	2	329	1	Mid-size		v					v		v			v						27 (4)	34 (2)	50 (8)	39 (3)
32	3	179	1	Compact	v																	27 (4)	34 (2)	50 (8)	39 (3)
	4	179	1	Compact	v																	27 (4)	34 (2)	50 (8)	39 (3)
	5	179	1	Compact	v																	27 (4)	34 (2)	50 (8)	39 (3)
	6	179	1	Compact	v																	27 (4)	34 (2)	50 (8)	39 (3)
	7	179	1	Compact	v						v											27 (4)	34 (2)	50 (8)	39 (3)
	8	179	1	Compact	v																	27 (4)	34 (2)	50 (8)	39 (3)
	9	320	1	Mid-size		v				v	v		v			v						27 (4)	34 (2)	50 (8)	39 (3)
	2	179	1	Compact	v					v												27 (4)	34 (2)	50 (8)	39 (3)
	3	372	1	Mid-size		v				v	v				v							27 (4)	34 (2)	50 (8)	39 (3)
33	4	289	1	Mid-size	v				v		v	v		v	v		v		v			27 (4)	34 (2)	50 (8)	39 (3)
	5	179	1	Compact	v						v		v						v			27 (4)	34 (2)	50 (8)	39 (3)
	6	179	1	Compact	v						v		v						v			27 (4)	34 (2)	50 (8)	39 (3)
	7	179	1	Compact	v						v		v						v			27 (4)	34 (2)	50 (8)	39 (3)
	8	209	1	Compact	v						v		v						v			27 (4)	34 (2)	50 (8)	39 (3)
	9	209	1	Compact	v						v		v						v			27 (4)	34 (2)	50 (8)	39 (3)
	10	179	1	Compact	v						v		v						v			27 (4)	34 (2)	50 (8)	39 (3)
	11	179	1	Compact	v						v		v						v			27 (4)	34 (2)	50 (8)	39 (3)
	12	179	1	Compact	v						v		v						v			27 (4)	34 (2)	50 (8)	39 (3)
	13	179	1	Compact	v						v		v						v			27 (4)	34 (2)	50 (8)	39 (3)
	14	269	1	Mid-size		v					v	v		v			v		v			27 (4)	34 (2)	50 (8)	39 (3)
	16	299	1	Mid-size		v					v	v		v			v		v			27 (4)	34 (2)	50 (8)	39 (3)
	17	209	1	Compact	v						v		v						v			27 (4)	34 (2)	50 (8)	39 (3)
	18	209	1	Compact	v						v		v						v			27 (4)	34 (2)	50 (8)	39 (3)
	19	209	1	Compact	v						v		v						v			27 (4)	34 (2)	50 (8)	39 (3)
	20	179	1	Compact	v						v		v						v			27 (4)	34 (2)	50 (8)	39 (3)
	21	179	1	Compact	v						v		v						v			27 (4)	34 (2)	50 (8)	39 (3)

Numeric Section	Numeriuc Block	Area (m2)	Maximum Dwelling(s)	Block Typology	Compact Block	Mid-sized Block	Large Block	Multi Unit	Blocks with mid-sized block provision between 500m2 and 550m2	Corner Block	Surveillance Block	Mandatory Number of Storeys	Mandatory Build to Boundary	Limited Development Potential Block	Bushfire Prone Requirements Apply (BAL)	Mandatory Garage Location	Letterbox to Open Space	Habitable Room, Other than Bedroom Fronting Open Space	Upper Level PPOS Permitted	Active Frontage	Detail Design Plan Page Number (Plan Number)	Fencing Control Plan Page Number (Plan Number)	Block Fills Plan Page Number (Plan Number)	Integrated Development Plan Page Number (Plan Number)	
33	22	179	1	Compact	v						v		v					v			27 (4)	34 (2)	50 (8)	39 (3)	
	23	284	1	Mid-size		v				v		v	v		v			v			27 (4)	34 (2)	50 (8)	39 (3)	
34	1	260	1	Mid-size		v				v		v	v		v			v			27 (4)	34 (2)	47 (5)	39 (3)	
	2	179	1	Compact	v							v							v			27 (4)	34 (2)	47 (5)	39 (3)
	3	179	1	Compact	v							v							v			27 (4)	34 (2)	47 (5)	39 (3)
	4	269	1	Mid-size		v						v	v		v			v			27 (4)	34 (2)	47 (5)	39 (3)	
	5	269	1	Mid-size		v						v	v		v			v			27 (4)	34 (2)	47 (5)	39 (3)	
	6	179	1	Compact	v							v							v			27 (4)	34 (2)	47 (5)	39 (3)
	7	179	1	Compact	v							v							v			27 (4)	34 (2)	47 (5)	39 (3)
	8	260	1	Mid-size		v				v		v	v		v			v			27 (4)	34 (2)	47 (5)	39 (3)	
36	1	625	1	Large			v			v											26 (3)	34 (2)	46 (4)	-	
	2	570	1	Large			v														26 (3)	34 (2)	46 (4)	-	
	3	600	1	Large			v			v											26 (3)	34 (2)	46 (4)	-	
	4	540	1	Large			v			v											26 (3)	34 (2)	46 (4)	-	
	5	535	1	Large			v			v	v										26 (3)	34 (2)	46 (4)	-	
	6	535	1	Large			v			v	v										26 (3)	34 (2)	46 (4)	-	
	7	540	1	Large			v			v											26 (3)	34 (2)	46 (4)	-	
	8	540	1	Large			v			v											26 (3)	34 (2)	46 (4)	-	
	9	540	1	Large			v														26 (3)	34 (2)	46 (4)	-	
	10	607	1	Large			v			v				v							26 (3)	34 (2)	46 (4)	-	
37	1	551	2	Multi Unit				v		v	v	v	v		v			v			26 (3)	34 (2)	45 (3)	-	
	2	195	1	Compact	v							v							v			26 (3)	34 (2)	45 (3)	38 (2)
	3	195	1	Compact	v							v							v			26 (3)	34 (2)	45 (3)	38 (2)
	4	306	1	Mid-size		v						v	v		v			v			26 (3)	34 (2)	45 (3)	38 (2)	
	5	200	1	Compact	v							v			v			v			26 (3)	34 (2)	45 (3)	38 (2)	
	6	180	1	Compact	v							v			v			v			26 (3)	34 (2)	45 (3)	38 (2)	
	7	180	1	Compact	v							v			v			v			26 (3)	34 (2)	45 (3)	38 (2)	
	8	334	1	Mid-size		v				v	v	v	v	v	v		v			26 (3)	34 (2)	45 (3)	38 (2)		
38	1	1687	3	Multi Unit				v		v	v										26 (3)	34 (2)	45 (3)	-	
	2	512	1	Large			v			v		v									26 (3)	34 (2)	45 (3)	-	
	3	450	1	Mid-size		v															26 (3)	34 (2)	45 (3)	-	
	4	450	1	Mid-size		v															26 (3)	34 (2)	45 (3)	-	
	5	450	1	Mid-size		v															26 (3)	34 (2)	45 (3)	-	
	6	450	1	Mid-size		v															26 (3)	34 (2)	45 (3)	-	
	7	450	1	Mid-size		v															26 (3)	34 (2)	45 (3)	-	
	8	450	1	Mid-size		v															26 (3)	34 (2)	45 (3)	-	
	9	606	1	Large			v			v					v						26 (3)	34 (2)	45 (3)	38 (2)	
	10	627	1	Large			v			v		v			v						26 (3)	34 (2)	45 (3)	38 (2)	
	11	557	1	Large			v														26 (3)	34 (2)	45 (3)	-	
	12	403	1	Mid-size		v															26 (3)	34 (2)	45 (3)	-	
	13	398	1	Mid-size		v															26 (3)	34 (2)	45 (3)	-	
	14	392	1	Mid-size		v															26 (3)	34 (2)	45 (3)	-	
	15	387	1	Mid-size		v															26 (3)	34 (2)	45 (3)	-	
	16	381	1	Mid-size		v															26 (3)	34 (2)	45 (3)	-	
	17	455	1	Mid-size		v															26 (3)	34 (2)	45 (3)	-	

Numeric Section	Numeriuc Block	Area (m2)	Maximum Dwelling(s)	Block Typology	Compact Block	Mid-sized Block	Large Block	Multi Unit	Blocks with mid-sized block provision between 500m2 and 550m2	Corner Block	Surveillance Block	Mandatory Number of Storeys	Mandatory Build to Boundary	Limited Development Potential Block	Bushfire Prone Requirements Apply (BAL)	Mandatory Garage Location	Letterbox to Open Space	Habitable Room, Other than Bedroom Fronting Open Space	Upper Level PPOS Permitted	Active Frontage	Detail Design Plan Page Number (Plan Number)	Fencing Control Plan Page Number (Plan Number)	Block Fills Plan Page Number (Plan Number)	Integrated Development Plan Page Number (Plan Number)	
38	18	465	1	Mid-size		✓																26 (3)	34 (2)	45 (3)	-
	19	544	1	Large			✓		✓													26 (3)	34 (2)	45 (3)	-
41	13	564	1	Large			✓			✓					✓							24 (1)	33 (1)	44 (2)	-
	14	453	1	Mid-size		✓																24 (1)	33 (1)	44 (2)	-
	1	668	1	Large			✓				✓											24 (1)	33 (1)	44 (2)	-
	2	374	1	Mid-size	✓																	24 (1)	33 (1)	44 (2)	-
	3	375	1	Mid-size	✓																	24 (1)	33 (1)	44 (2)	-
	4	375	1	Mid-size	✓																	24 (1)	33 (1)	44 (2)	-
	5	375	1	Mid-size	✓																	24 (1)	33 (1)	44 (2)	-
	6	572	1	Large			✓				✓					✓						24 (1)	33 (1)	44 (2)	38 (2)
	7	613	1	Large			✓				✓					✓						24 (1)	33 (1)	44 (2)	38 (2)
	8	450	1	Mid-size	✓																	24 (1)	33 (1)	44 (2)	-
	9	375	1	Mid-size	✓																	24 (1)	33 (1)	44 (2)	-
	10	375	1	Mid-size	✓																	24 (1)	33 (1)	44 (2)	-
	11	375	1	Mid-size	✓																	24 (1)	33 (1)	44 (2)	-
	12	448	1	Mid-size	✓																	24 (1)	33 (1)	44 (2)	-
40	1	360	1	Mid-size		✓					✓		✓	✓		✓						24 (1)	33 (1)	44 (2)	38 (2)
	2	180	1	Compact	✓							✓										24 (1)	33 (1)	44 (2)	38 (2)
	3	180	1	Compact	✓							✓										24 (1)	33 (1)	44 (2)	38 (2)
	4	270	1	Mid-size		✓						✓	✓		✓							24 (1)	33 (1)	44 (2)	38 (2)
	5	270	1	Mid-size	✓						✓	✓		✓								24 (1)	33 (1)	44 (2)	38 (2)
	6	168	1	Compact	✓						✓											24 (1)	33 (1)	44 (2)	38 (2)
	7	257	1	Mid-size	✓						✓	✓		✓								24 (1)	33 (1)	44 (2)	38 (2)
	8	502	2	Multi Unit				✓			✓		✓				✓					24 (1)	33 (1)	44 (2)	-
43	1	519	1	Large			✓			✓	✓											24 (1)	33 (1)	43 (1)	37 (1)
	2	456	1	Mid-size		✓						✓										24 (1)	33 (1)	43 (1)	37 (1)
	3	619	1	Large			✓				✓						✓					24 (1)	33 (1)	43 (1)	-
	4	548	1	Large			✓			✓	✓					✓						24 (1)	33 (1)	43 (1)	-
	5	412	1	Mid-size	✓																	24 (1)	33 (1)	43 (1)	-
	6	340	1	Mid-size	✓																	24 (1)	33 (1)	43 (1)	37 (1)
	7	490	1	Mid-size	✓							✓										24 (1)	33 (1)	43 (1)	37 (1)
42	1	501	2	Multi Unit				✓		✓	✓	✓	✓				✓					24 (1)	33 (1)	43 (1)	-
	2	240	1	Compact	✓								✓									24 (1)	33 (1)	43 (1)	37 (1)
	3	291	1	Mid-size		✓							✓									24 (1)	33 (1)	43 (1)	37 (1)
	4	180	1	Compact	✓								✓									24 (1)	33 (1)	43 (1)	37 (1)
	5	180	1	Compact	✓								✓									24 (1)	33 (1)	43 (1)	37 (1)
	6	240	1	Compact	✓								✓									24 (1)	33 (1)	43 (1)	37 (1)
	7	240	1	Compact	✓								✓									24 (1)	33 (1)	44 (2)	37 (1)
	8	180	1	Compact	✓								✓									24 (1)	33 (1)	44 (2)	37 (1)
	9	168	1	Compact	✓								✓									24 (1)	33 (1)	44 (2)	37 (1)
	10	224	1	Compact	✓								✓									24 (1)	33 (1)	44 (2)	37 (1)
	11	717	2	Multi Unit				✓			✓	✓	✓	✓			✓					24 (1)	33 (1)	44 (2)	-
44	1	8451	26	Multi Unit				✓			✓		✓				✓					24 (1)	33 (1)	43 (1)	-
35	1	5311	48	Multi Unit				✓			✓		✓									25 (2)	33 (1)	49 (7)	-
	2	1971	18	Multi Unit				✓			✓		✓									27 (4)	34 (2)	49 (7)	-
39	1	8270	55	Multi Unit				✓			✓		✓								v	25 (2)	33 (1)	-	-



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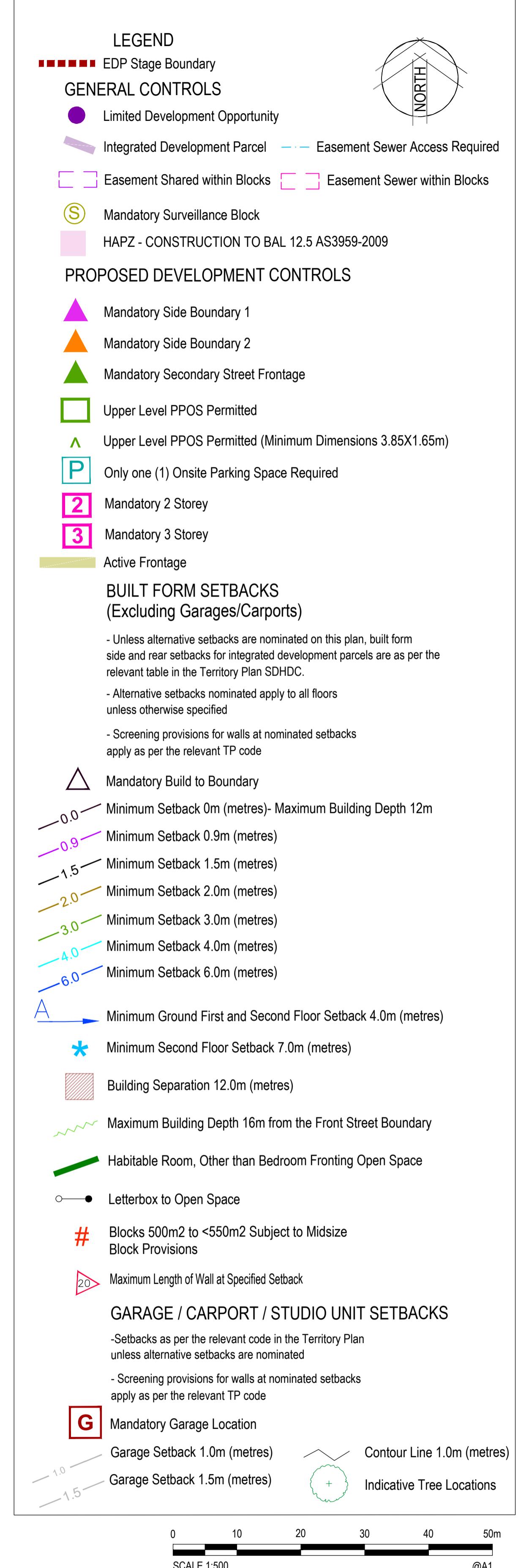
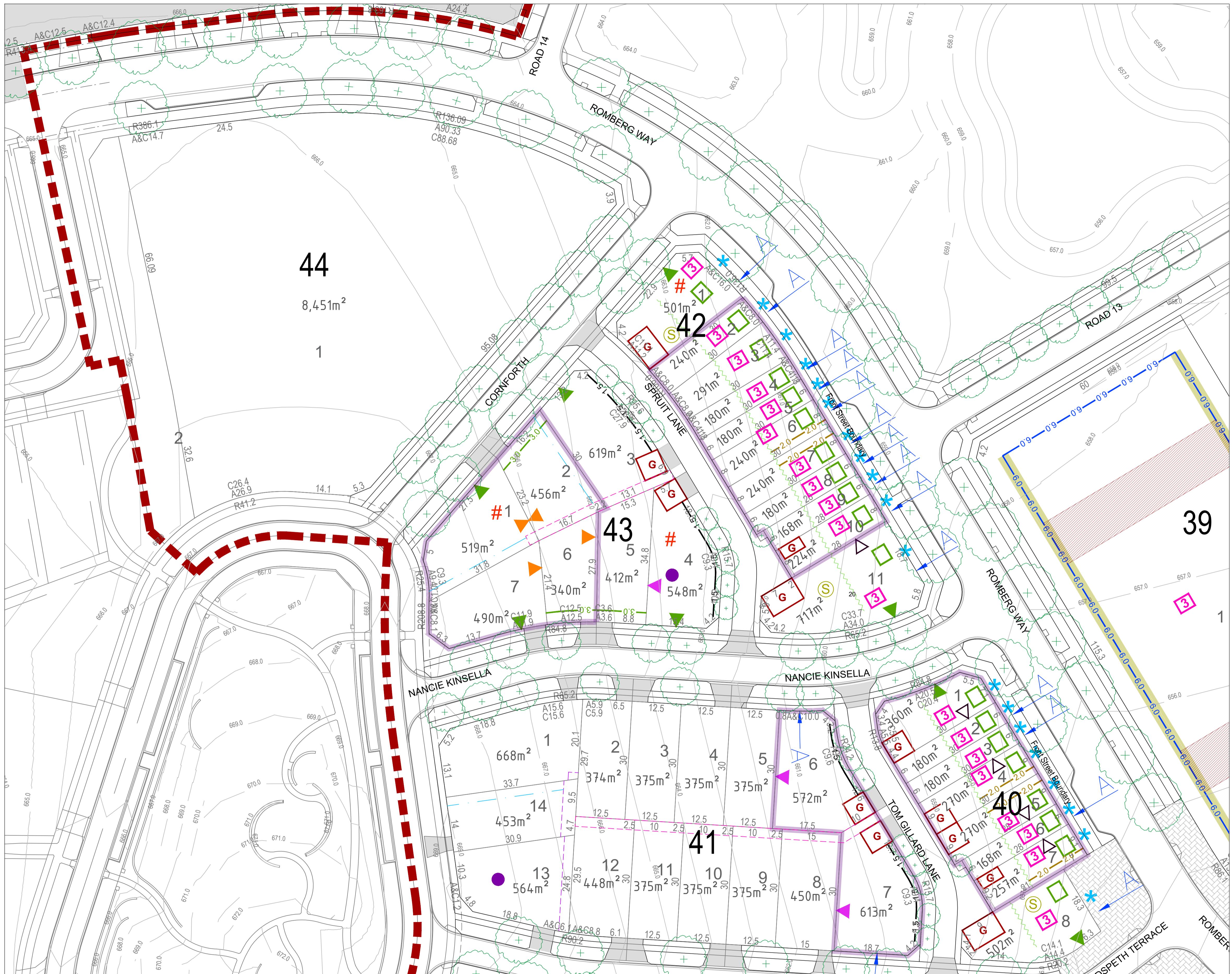
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## Annexure C - Block Details Plans

Below is the Block Details Plans for Jacka 2

Stage 1- Sections 22,23,24,25,28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44.

We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.

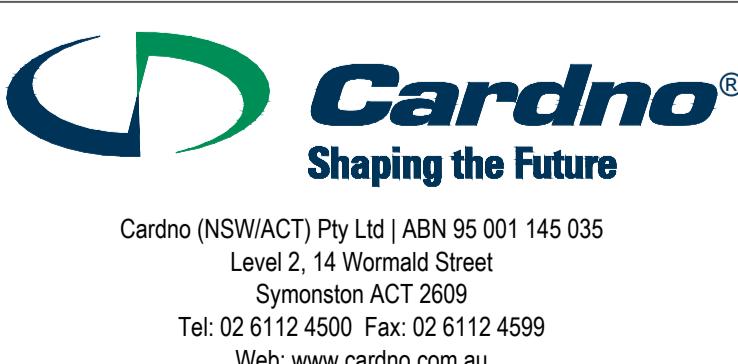


Rev.	Date	Description	Des.	Verif.	Appd.



**HATCH | RobertsDay**  
**redbox design group**  
**Knight**  
**Frank**

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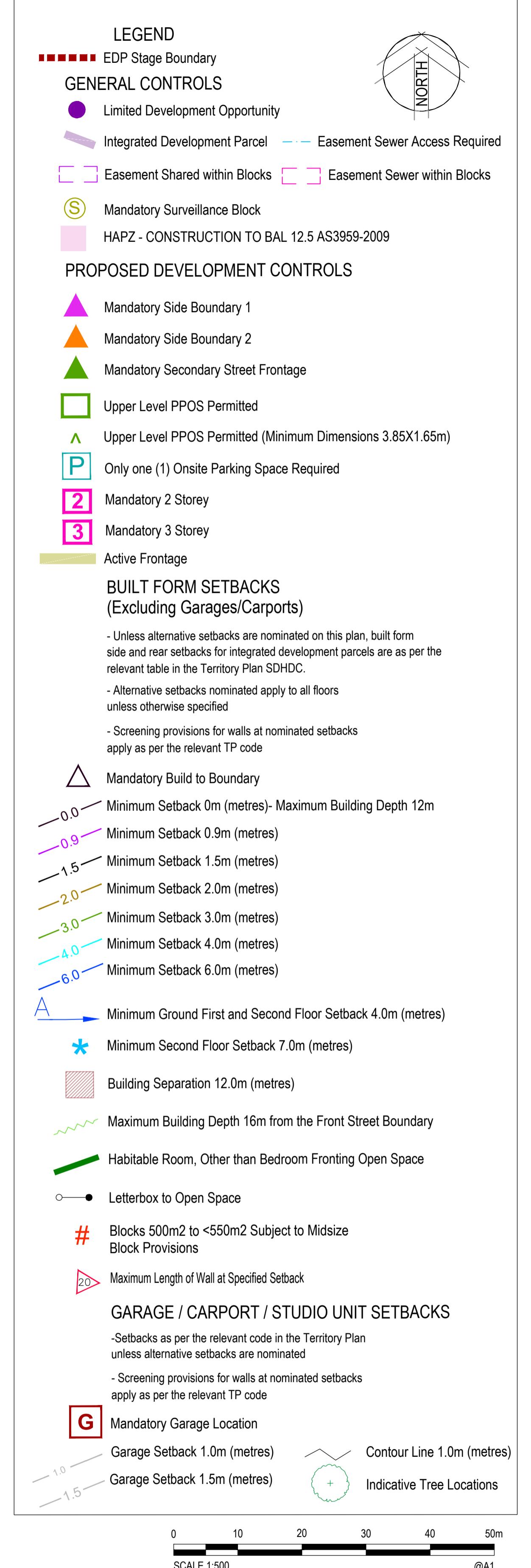
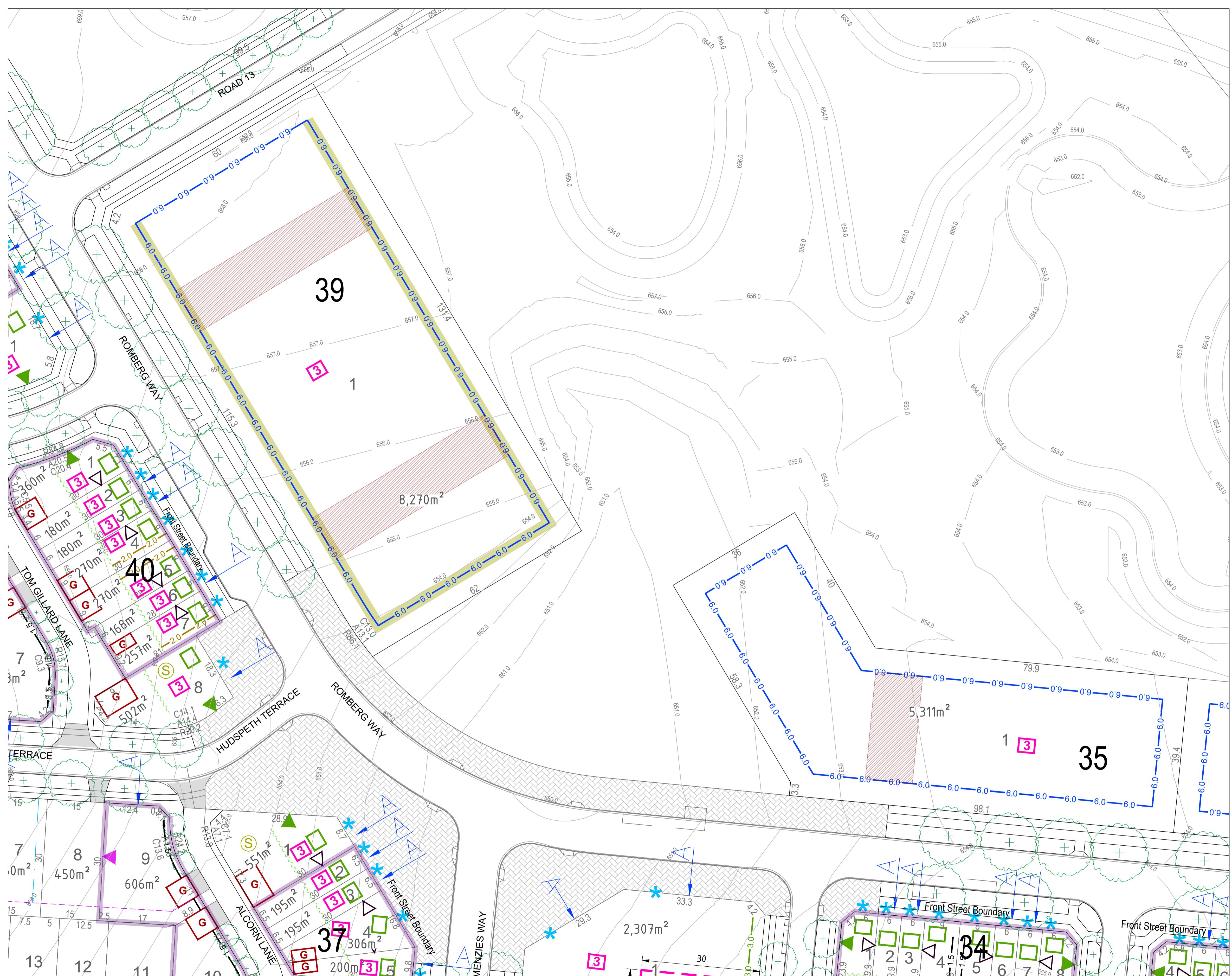


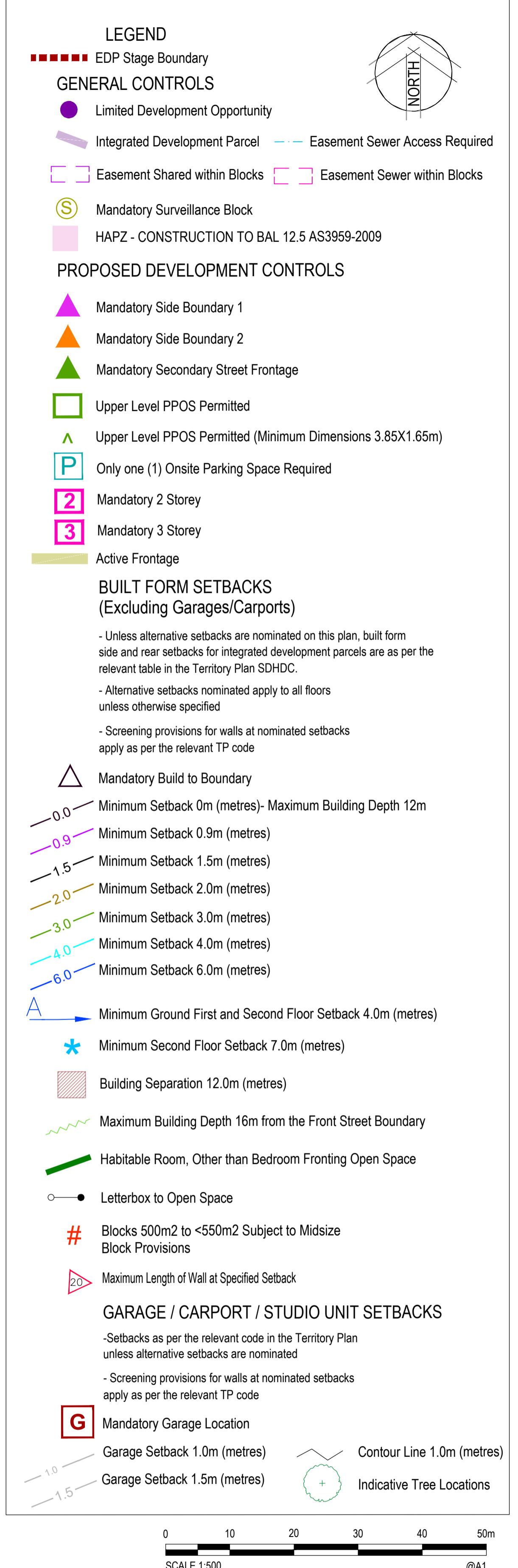
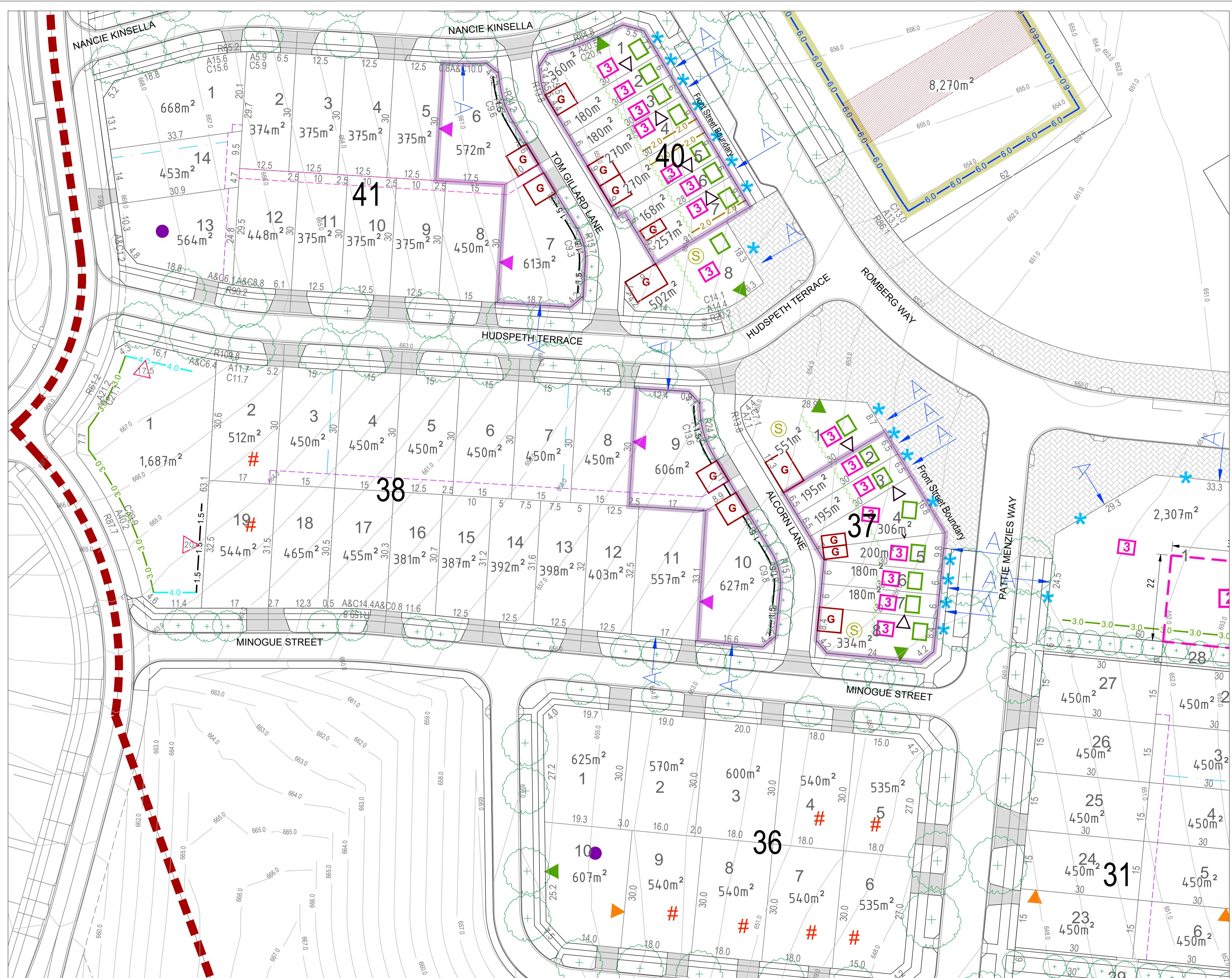
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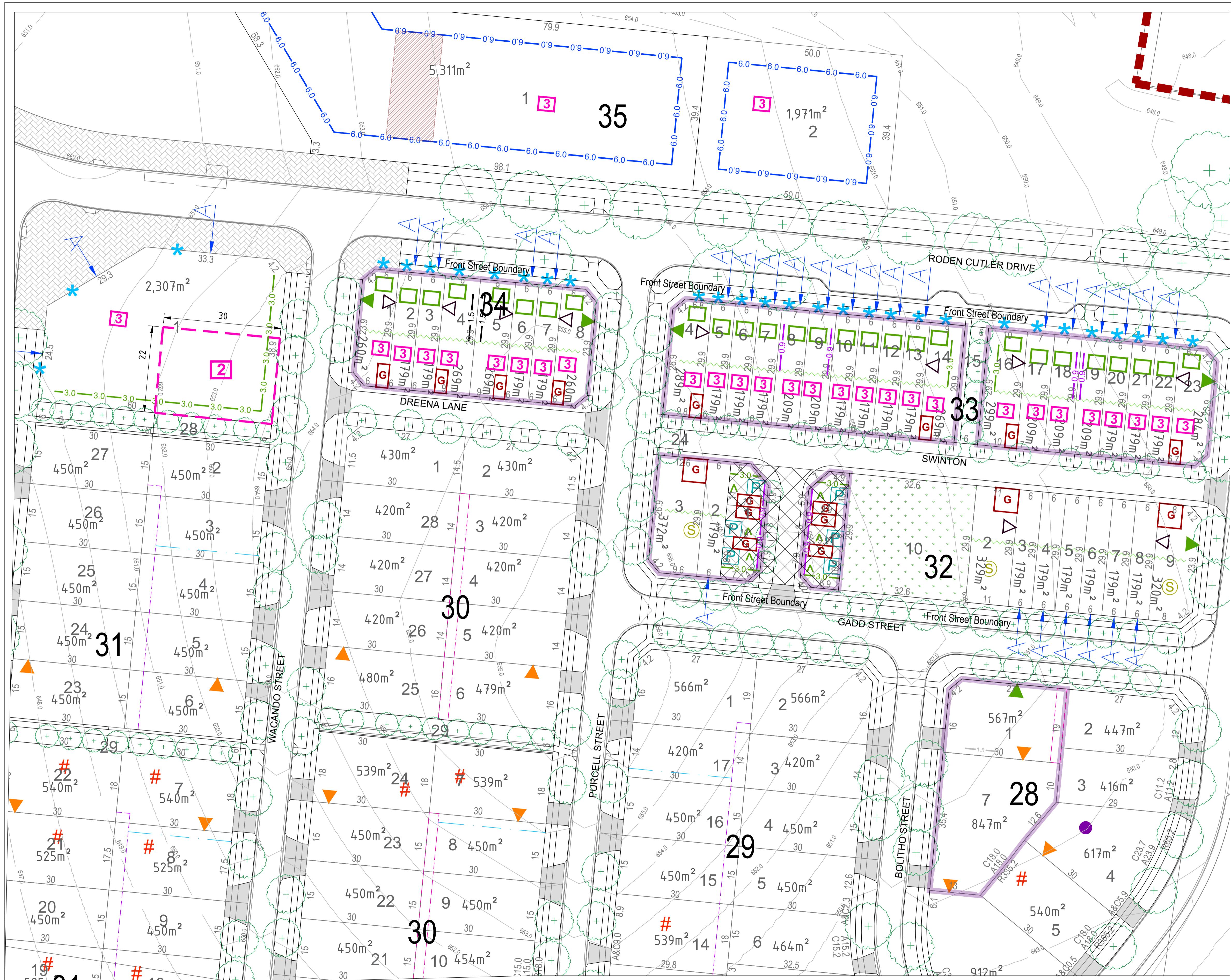
Drawn Date Client  
SG/LC 26/02/2023 Project JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT  
Checked Date Status  
AT/LC 26/02/2023 STAGE 1 ESTATE DEVELOPMENT PLAN  
Designed Date  
-  
Verified Date  
-  
Approved Date  
Title  
12/09/2024 BLOCK DETAILS PLAN  
AT/LC 26/02/2023 SHEET 1 of 8

**DETAIL DESIGN**

Page No.	33.02	Datum	AHD	Scale	1:500	Size	A1
Drawing Number							Revision







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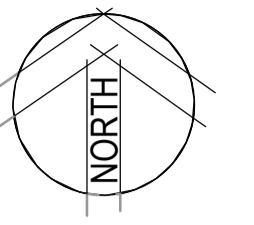
**HATCH | RobertsDa**  
**redbox design group**  
 **Knight  
Frank**

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# Shaping the Future

Drawn SG/LC	Date 26/02/2023	Client <b>SUBURBAN LAND AGENCY</b>	0	10	20	30	40	50m
Checked AT/LC	Date 26/02/2023	Project JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT STAGE 1 ESTATE DEVELOPMENT PLAN	SCALE 1:500 @A1					
Designed -	Date -	Title BLOCK DETAILS PLAN SHEET 4 of 8	Status <b>DETAIL DESIGN</b>					
Verified -	Date -		Page No. 33.05	Datum AHD	Scale 1:500	Size A1		
Approved AT/LC	Date 12/09/2024	Drawing Number						Revision
	Date 26/02/2023							



**LEGEND**

EDP Stage Boundary

**RAL CONTROLS**

Limited Development Opportunity

Integrated Development Parcel — Easement Sewer Access Required

Easement Shared within Blocks  Easement Sewer within Blocks

Mandatory Surveillance Block

HAPZ - CONSTRUCTION TO BAL 12.5 AS3959-2009

**OSED DEVELOPMENT CONTROLS**

Mandatory Side Boundary 1

Mandatory Side Boundary 2

Mandatory Secondary Street Frontage

Upper Level PPOS Permitted

Upper Level PPOS Permitted (Minimum Dimensions 3.85X1.65m)

Only one (1) Onsite Parking Space Required

Mandatory 2 Storey

Mandatory 3 Storey

Active Frontage

**BUILT FORM SETBACKS  
(Excluding Garages/Carports)**

- Unless alternative setbacks are nominated on this plan, built form side and rear setbacks for integrated development parcels are as per the relevant table in the Territory Plan SDHDC.
- Alternative setbacks nominated apply to all floors unless otherwise specified
- Screening provisions for walls at nominated setbacks apply as per the relevant TP code

Mandatory Build to Boundary

Minimum Setback 0m (metres)- Maximum Building Depth 12m

Minimum Setback 0.9m (metres)

Minimum Setback 1.5m (metres)

Minimum Setback 2.0m (metres)

Minimum Setback 3.0m (metres)

Minimum Setback 4.0m (metres)

Minimum Setback 6.0m (metres)

Minimum Ground First and Second Floor Setback 4.0m (metres)

Minimum Second Floor Setback 7.0m (metres)

Building Separation 12.0m (metres)

Maximum Building Depth 16m from the Front Street Boundary

Habitable Room, Other than Bedroom Fronting Open Space

Letterbox to Open Space

Blocks 500m<sup>2</sup> to <550m<sup>2</sup> Subject to Midsize Block Provisions

Maximum Length of Wall at Specified Setback

**GARAGE / CARPORT / STUDIO UNIT SETBACKS**

- Setbacks as per the relevant code in the Territory Plan unless alternative setbacks are nominated
- Screening provisions for walls at nominated setbacks apply as per the relevant TP code

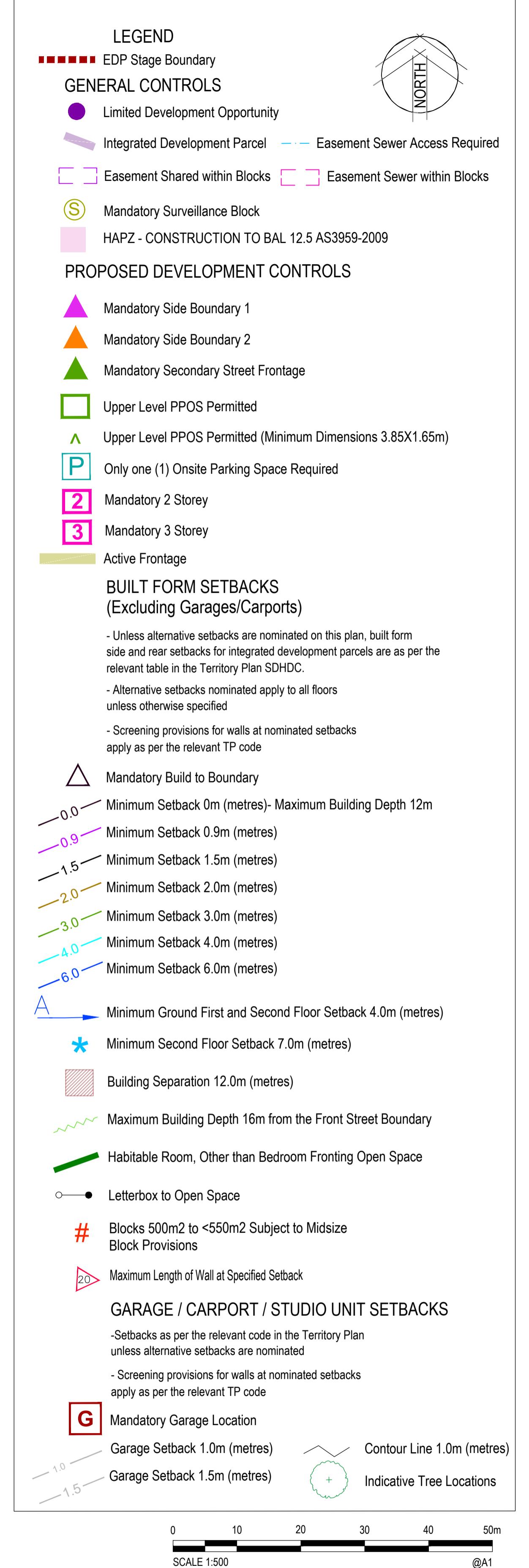
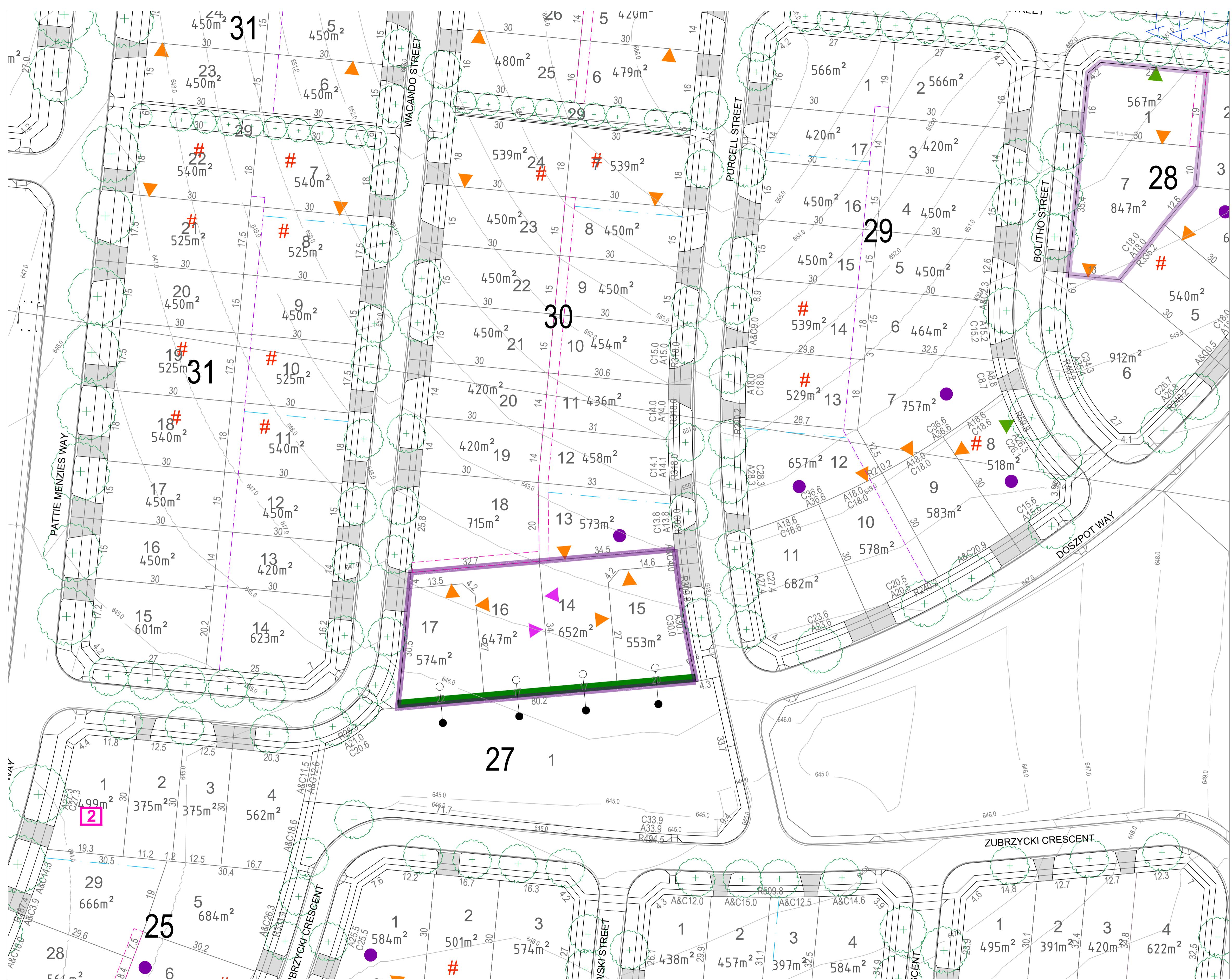
Mandatory Garage Location

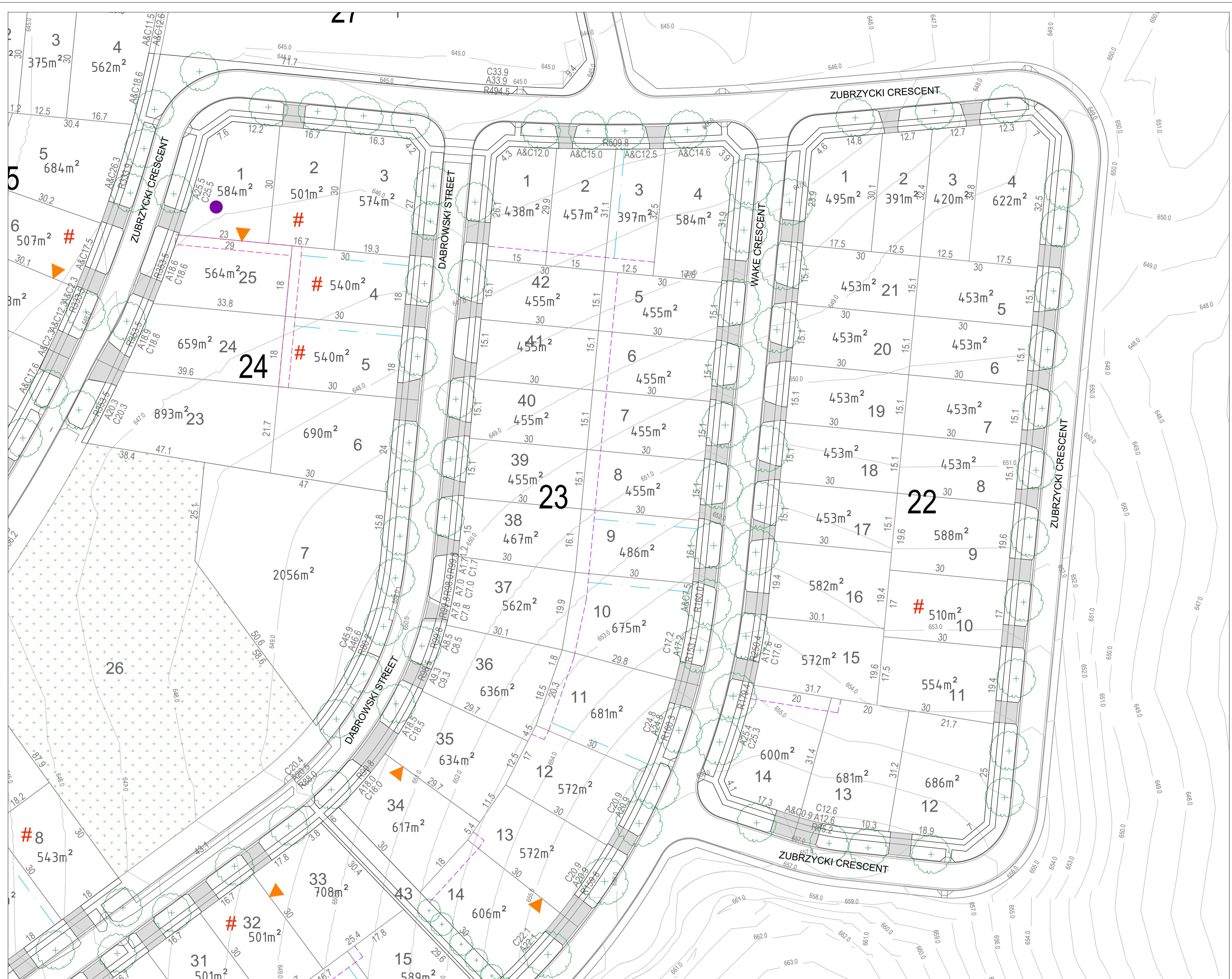
Garage Setback 1.0m (metres) Contour Line 1.0m (metres)

Garage Setback 1.5m (metres) Indicative Tree Locations

1 not part of this guide - subject to future

0	10	20	30	40	50m
					
SCALE 1:500			@A1		
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	<b>DETAIL DESIGN</b>				
Page No.	Datum	Scale	Size		
33.05	AHD	1:500	A1		
Drawing Number					Revision



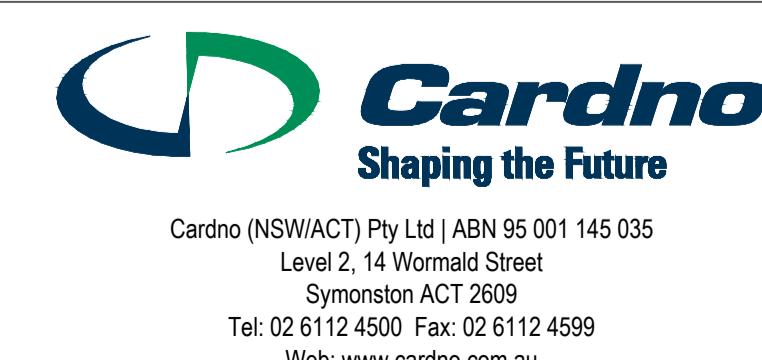


Rev.	Date	Description	Des.	Verif.	Appd.

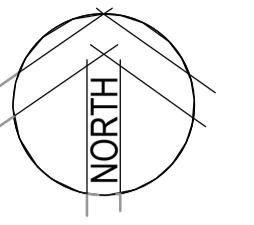
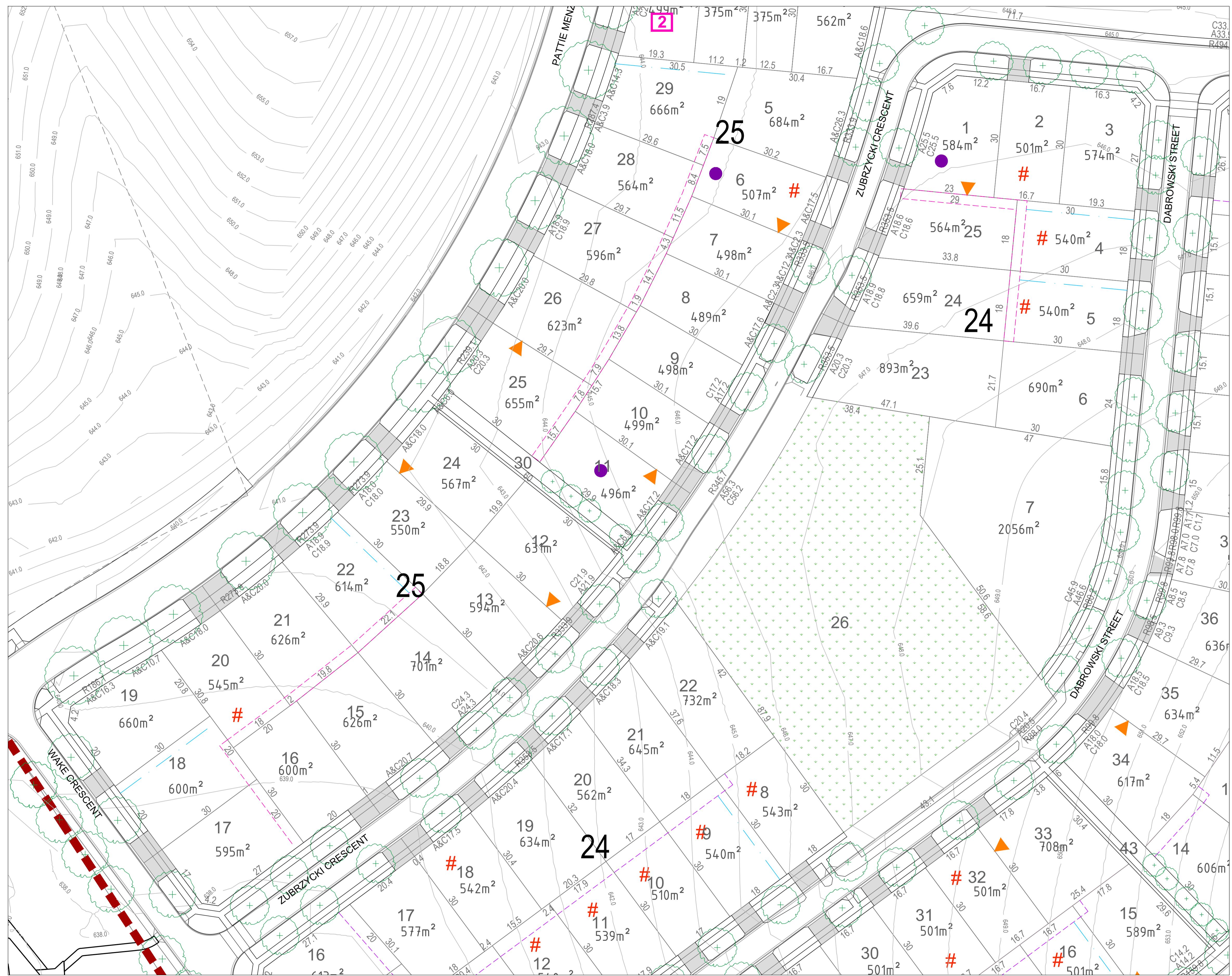


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redbox design group  
**Knight**  
**Frank**

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SUBURBAN LAND AGENCY		Status	DETAIL DESIGN			
Project	Title		Page No.	Datum	Scale	
JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT STAGE 1 ESTATE DEVELOPMENT PLAN	BLOCK DETAILS PLAN SHEET 6 of 8	Approved	33.07	AHD	1:500	A1
		At/L/C	26/02/2023			Revision



## LEGEND

## EDP Stage Boundary

## GENERAL CONTROLS

-  Limited Development Opportunity
-  Integrated Development Parcel  Easement Sewer Access Required
-   Easement Shared within Blocks   Easement Sewer within Blocks
-  Mandatory Surveillance Block

## PROPOSED DEVELOPMENT CONTROLS

- ▲ Mandatory Side Boundary 1
- ▲ Mandatory Side Boundary 2
- ▲ Mandatory Secondary Street Frontage
- Upper Level PPOS Permitted
- ▲ Upper Level PPOS Permitted (Minimum Dimensions 3.85X1.65m)
- P** Only one (1) Onsite Parking Space Required
- 2** Mandatory 2 Storey
- 3** Mandatory 3 Storey
- Active Frontage

## BUILT FORM SETBACKS (Excluding Garages/Carparks)

- Unless alternative setbacks are nominated on this plan, built form side and rear setbacks for integrated development parcels are as per the relevant table in the Territory Plan SDHDC.
- Alternative setbacks nominated apply to all floors unless otherwise specified
- Screening provisions for walls at nominated setbacks apply as per the relevant TP code

△ Mandatory Build to Boundary

- 0.0 Minimum Setback 0m (metres)- Maximum Building Depth 12m
- 0.9 Minimum Setback 0.9m (metres)
- 1.5 Minimum Setback 1.5m (metres)
- 2.0 Minimum Setback 2.0m (metres)
- 3.0 Minimum Setback 3.0m (metres)
- 4.0 Minimum Setback 4.0m (metres)
- 6.0 Minimum Setback 6.0m (metres)

-  Minimum Ground First and Second Floor Setback 4.0m (metres)
-  Minimum Second Floor Setback 7.0m (metres)
-  Building Separation 12.0m (metres)

-  Maximum Building Depth 16m from the Front Street Boundary
-  Habitable Room, Other than Bedroom Fronting Open Space
-  Letterbox to Open Space
-  Blocks 500m<sup>2</sup> to <550m<sup>2</sup> Subject to Midsize Block Provisions

Maximum Length of Wall at Specified Setback

- Setbacks as per the relevant code in the Territory Plan unless alternative setbacks are nominated
- Screening provisions for walls at nominated setbacks apply as per the relevant TP code



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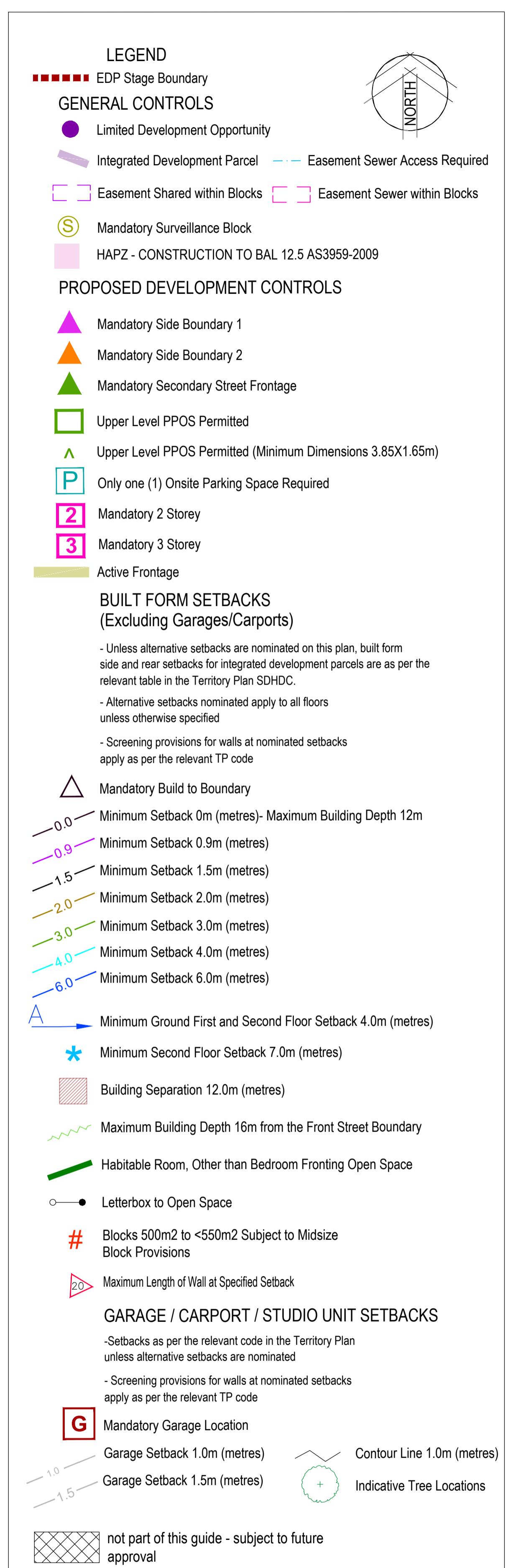
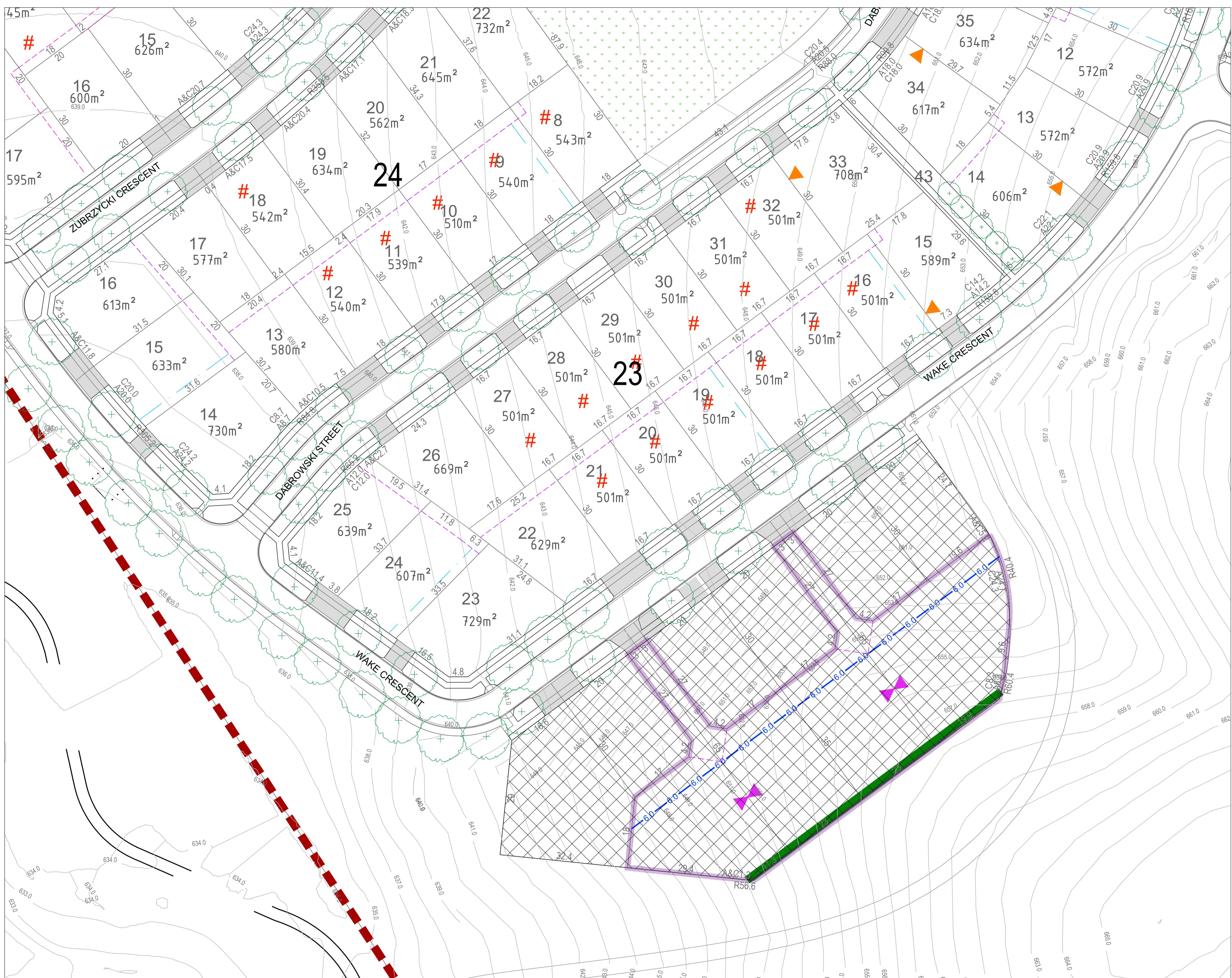
**Knight  
Frank**

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Shaping the Future  
Cardno (NSW/ACT) Pty Ltd | ABN 95 001 142 100  
Level 2, 14 Wormald Street  
Symonston ACT 2609  
Tel: 02 6112 4500 Fax: 02 6112 4599  
Web: [www.cardno.com.au](http://www.cardno.com.au)

Drawn SG/LC	Date 26/02/2023	Client <b>SUBURBAN LAND AGENCY</b>				
Checked AT/LC	Date 26/02/2023	Project <b>JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT</b>				
Designed	Date -	<b>STAGE 1 ESTATE DEVELOPMENT PLAN</b>				Status
Verified	Date -					<b>DETAIL DESIGN</b>
Approved	Date 12/09/2024	Title <b>BLOCK DETAILS PLAN</b>	Page No. 33.08	Datum AHD	Scale 1:500	Size A1
AT/LC	Date 26/02/2023	SHEET 7 of 8	Drawing Number			
				Revision		



Rev.	Date	Description	Des.	Verif.	Appd.



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Cardno (NSW/ACT) Pty Ltd ABN 95 001 145 035  
Level 2, 14 Wormald Street  
Sydney NSW 2609  
Tel: 02 6112 4500 Fax: 02 6112 4599  
Web: www.cardno.com.au

Drawn	SG/LC	Date	26/02/2023	Client	SUBURBAN LAND AGENCY
Checked		Date	26/02/2023	Project	JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT
AT/LC		Date		STAGE 1 ESTATE DEVELOPMENT PLAN	
Designed	-	Date			
Verified	-	Date			
Approved	-	Date			
		Date	12/09/2024	Title	BLOCK DETAILS PLAN
		Date	26/02/2023		SHEET 8 of 8

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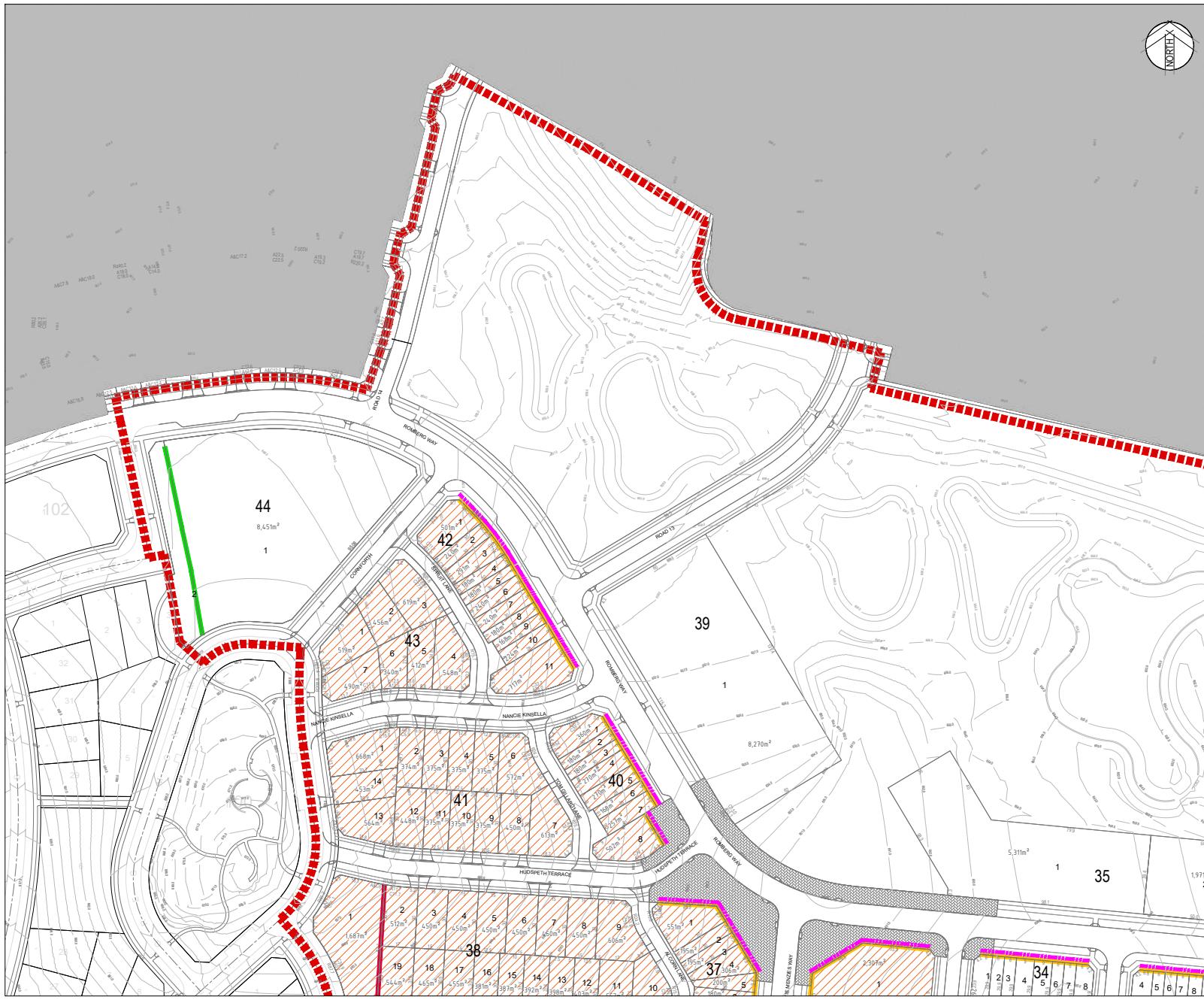
**Suburban Land**  
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## Annexure D - Fencing Control Plans

Below is the Fencing Control Plans for Jacka 2

Stage 1- Sections 22,23,24,25,28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44.

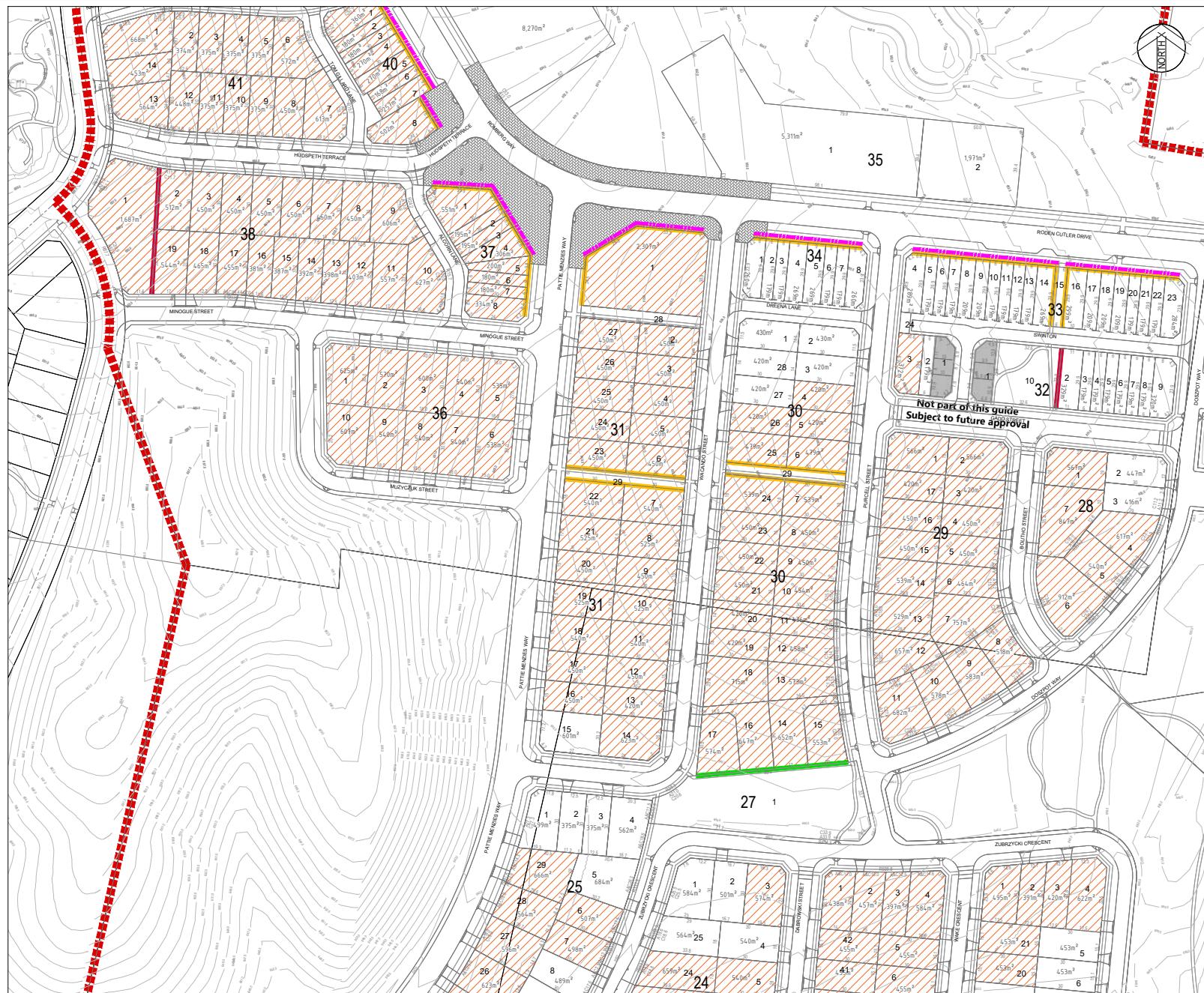
We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.



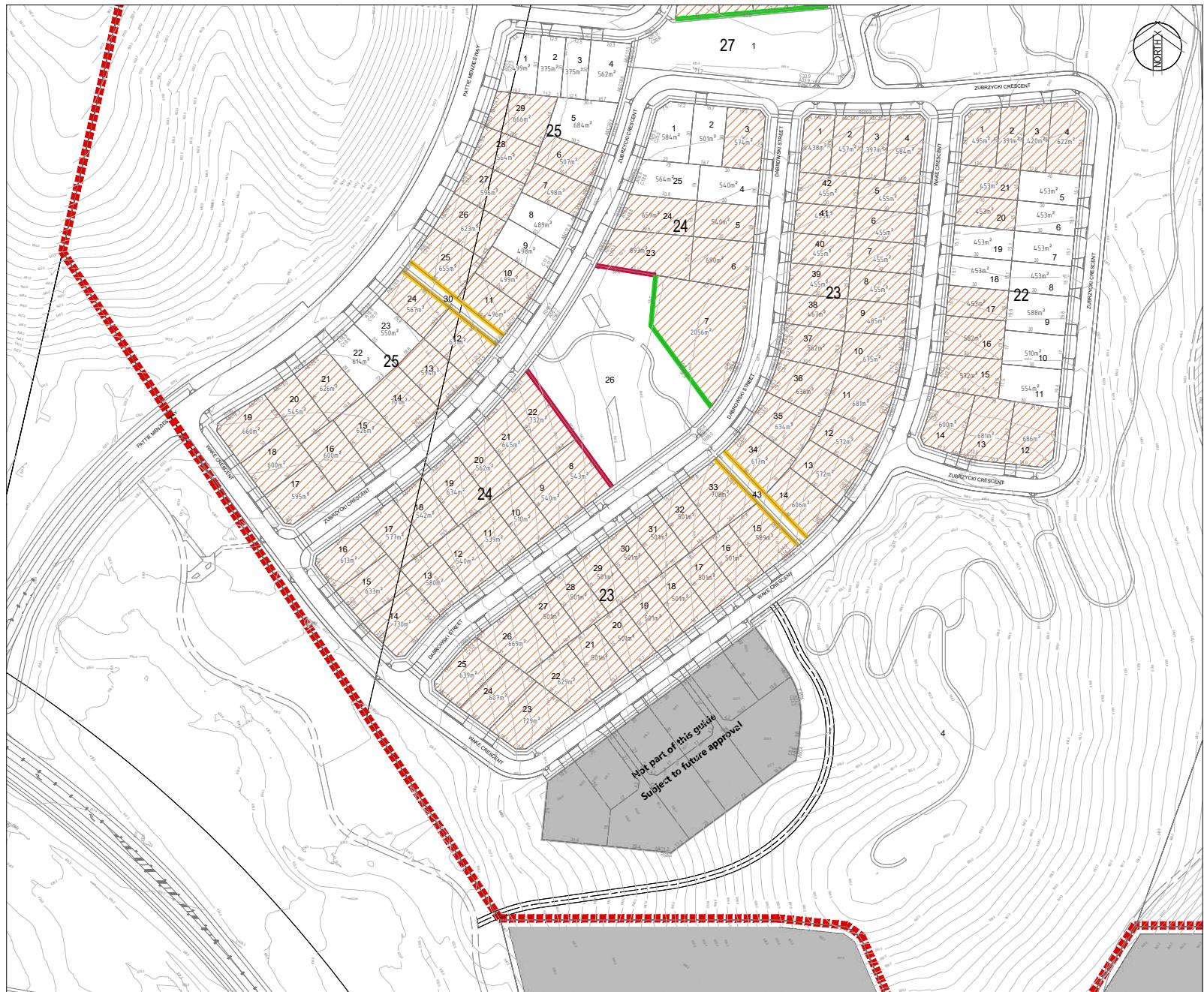
Location (Refer to plan)	Mandatory Fencing	Provide Access Gates	For screening plants	Where located adjacent to the dwelling's PPOS	Minimum setback	Maximum height
Fence to pedestrian link	Yes	Yes	100% @ 0m		1.5m	1.5m
Fence to Boundary A	Yes	No	100% @ 0m		1.5m	1.5m
Fence to Boundary B	Yes	Yes	100% @ 0.6m	1.5m	1.5m	
Section B	Yes	Yes	100% @ 0m	1.8m	1.8m	

Blocks with design levels more than 1m from boundary to boundary (requires consideration towards integrated retaining wall, fencing and slab design)

All fences to be offset to have 1m clearance around meter



0 20 40 60 80 100m  
SCALE 1:1000 @A1



Location (Refer to plan)	Mandatory Fencing	Provide Access Gates	Minimum setback	Maximum height
Fence to pedestrian link	Yes	Yes	100% @ 0m	1.5m 1.5m
Fence to Boundary A	Yes	No	100% @ 0m	1.5m 1.5m
Fence to Boundary B	Yes	Yes	100% @ 0.6m	1.5m 1.5m
Fence to Section B	Yes	Yes	100% @ 0m	1.8m 1.8m

Blocks with design levels more than 1m from boundary to boundary (requires consideration towards integrated retaining wall, fencing and slab design)

All fences to be offset to have 1m clearance around meter



**ACT**  
Government

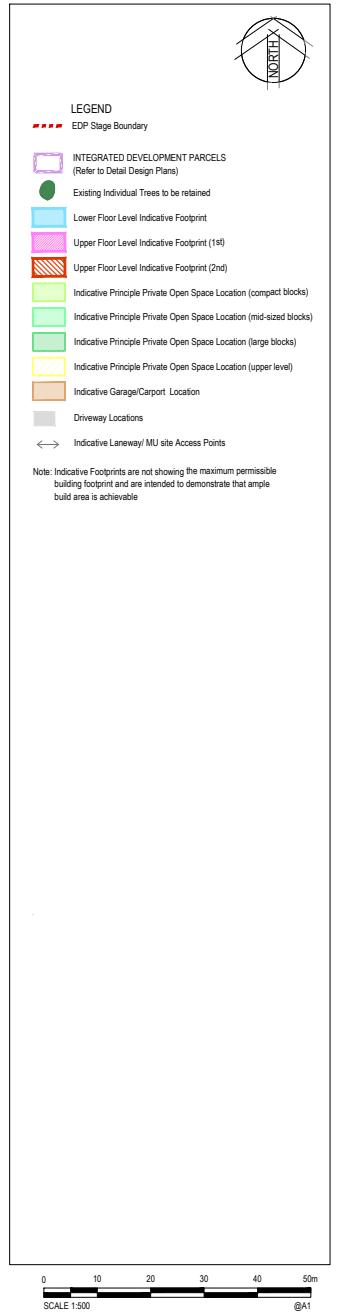
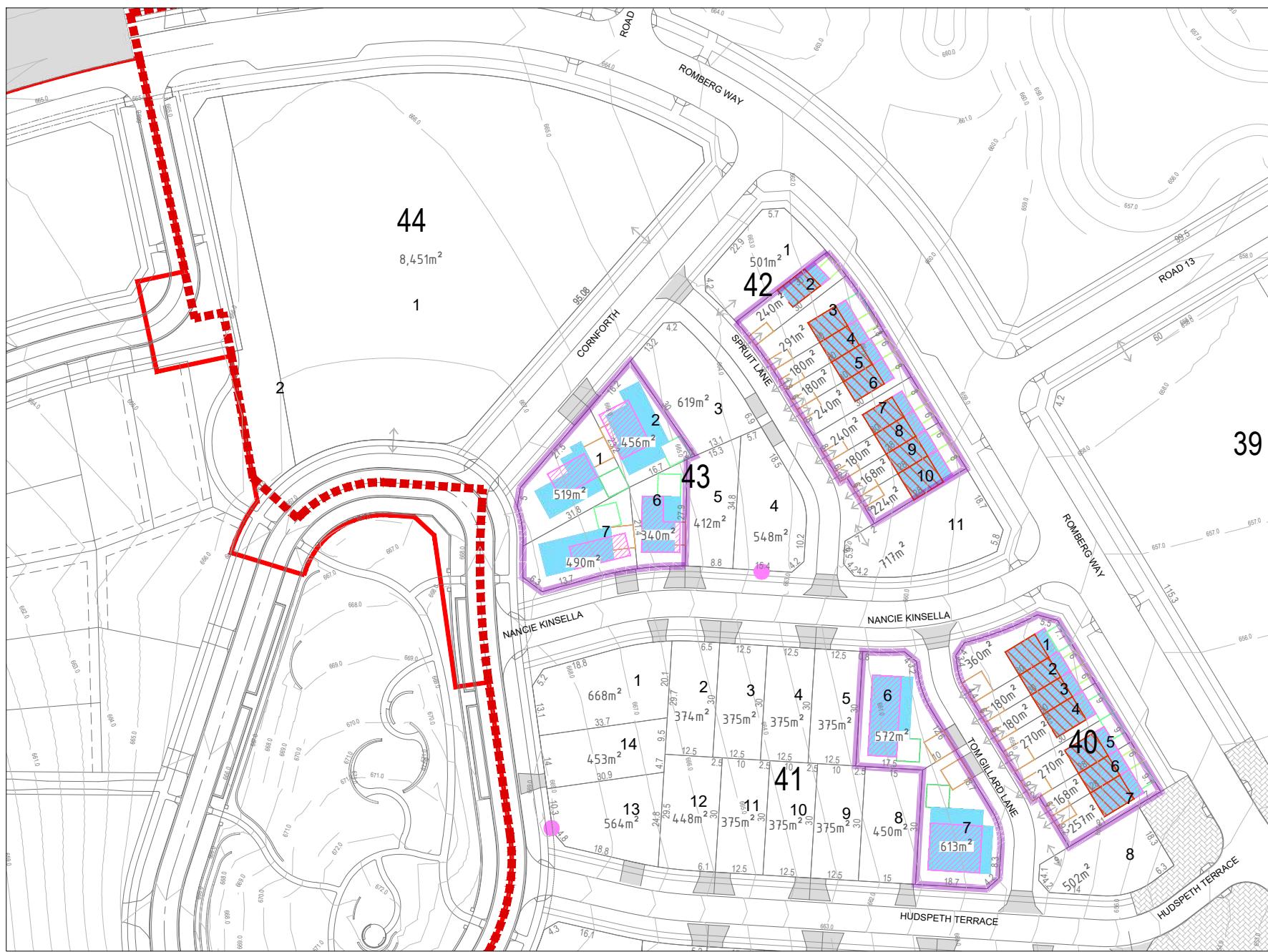
**Suburban Land**  
Agency

## Annexure E - Integrated Development Plans

Below is the Integrated Development Plans for Jacka 2

Stage 1-Sections 22,23,24,25,28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44.

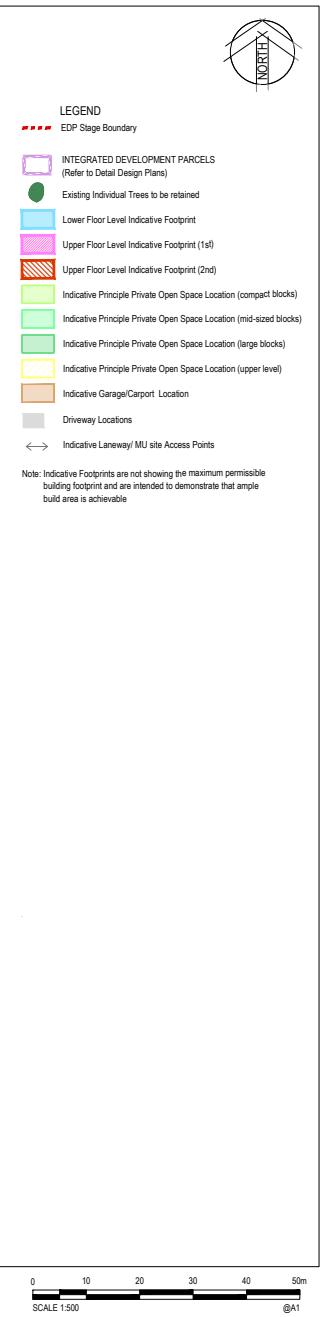
We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.



Rev.	Date	Description	Des.	Verif.	Appd.
E	14/03/2023	Revision for s165 approval	LC	LC	
D	29/06/2021	Stage 1 Estate Development Plan RFI	SG	AT	
C	19/08/2019	Stage 1 Estate Development Plan	HV	AT	
B	01/03/2019	Agency Circulation	HV	LC	
A	23/10/2018	Agency Circulation	HV	LC	



Client	Project	Status
SUBURBAN LAND AGENCY	JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT STAGE 1 ESTATE DEVELOPMENT PLAN	FOR APPROVAL
		NOT TO BE USED FOR CONSTRUCTION PURPOSES
		Page No. 37 AHD Scale 1:500 Size A1
		Datum Drawing Number Revision E
	Type BUILDING ENVELOPE / INTEGRATED DEVELOPMENT PLAN	
	SHEET 1 of 5	



E	14/03/2023	Revision for s165 approval	LC	LC
D	29/06/2021	Stage 1 Estate Development Plan RFI	SG	AT
C	19/08/2019	Stage 1 Estate Development Plan	HV	AT
B	01/03/2019	Agency Circulation	HV	LC
A	23/10/2018	Agency Circulation	HV	LC
Rev.	Date	Description	Des.	Verif.
				Appd.



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Shaping the Future  
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Symonston ACT 2609  
Tel: 02 6112 4500 Fax: 02 6112 4599  
Web: www.cardno.com.au

Drawn	SG/LC	Date	14/03/2023	Client	SUBURBAN LAND AGENCY	Status	FOR APPROVAL
Checked	AT/LC	Date	14/03/2023	Project	JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT		
Designed		Date		STAGE 1 ESTATE DEVELOPMENT PLAN			
Verified		Date					
Approved		Date					
				Type	BUILDING ENVELOPE / INTEGRATED DEVELOPMENT PLAN		
					SHEET 2 of 5		
						Drawing Number	38 AHD 1:500 A1
							Revision E



## LEGEND

EDP Stage Boundary

Legend for Integrated Development Parcels:

- Yellow border: Integrated Development Parcels (Refer to Detail Design Plans)
- Green circle: Existing Individual Trees to be retained
- Blue bar: Lower Floor Level Indicative Footprint
- Magenta bar: Upper Floor Level Indicative Footprint (1st)
- Red and black striped bar: Upper Floor Level Indicative Footprint (2nd)
- Green bar: Indicative Principle Private Open Space Location (compact blocks)
- Green bar: Indicative Principle Private Open Space Location (mid-sized blocks)
- Green bar: Indicative Principle Private Open Space Location (large blocks)
- Yellow bar: Indicative Principle Private Open Space Location (upper level)
- Grey bar: Indicative Garage/Carport Location
- Grey bar: Driveway Locations
- Blue double-headed arrow: Indicative Laneway/ MU site Access Points

Note: Indicative Footprints are not showing the maximum permissible building footprint and are intended to demonstrate that ample build area is achievable.



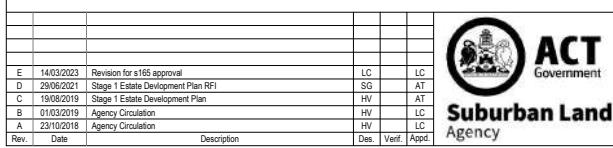
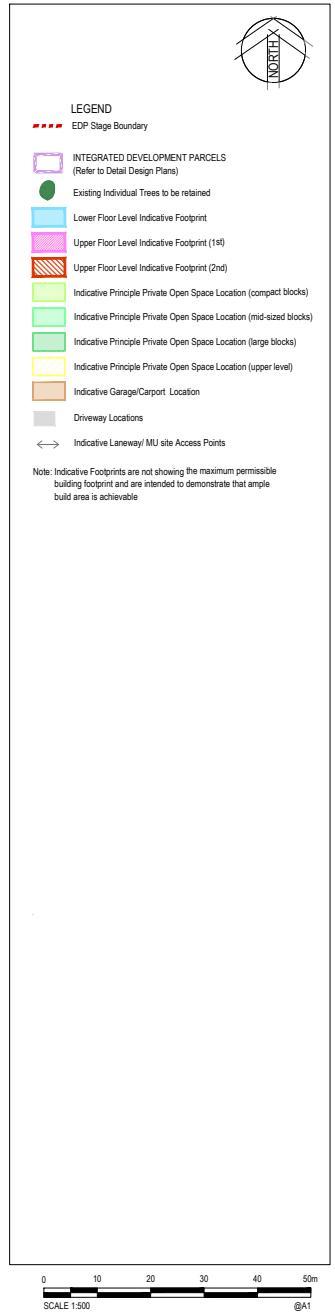
## **Suburban Land**

**HATCH** | RobertsDay  
**redbox design group**  
 **Knight  
Frank**

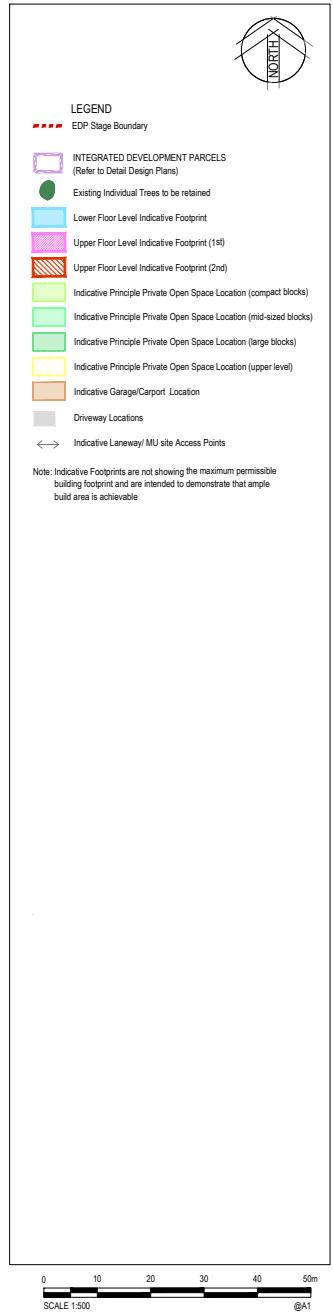
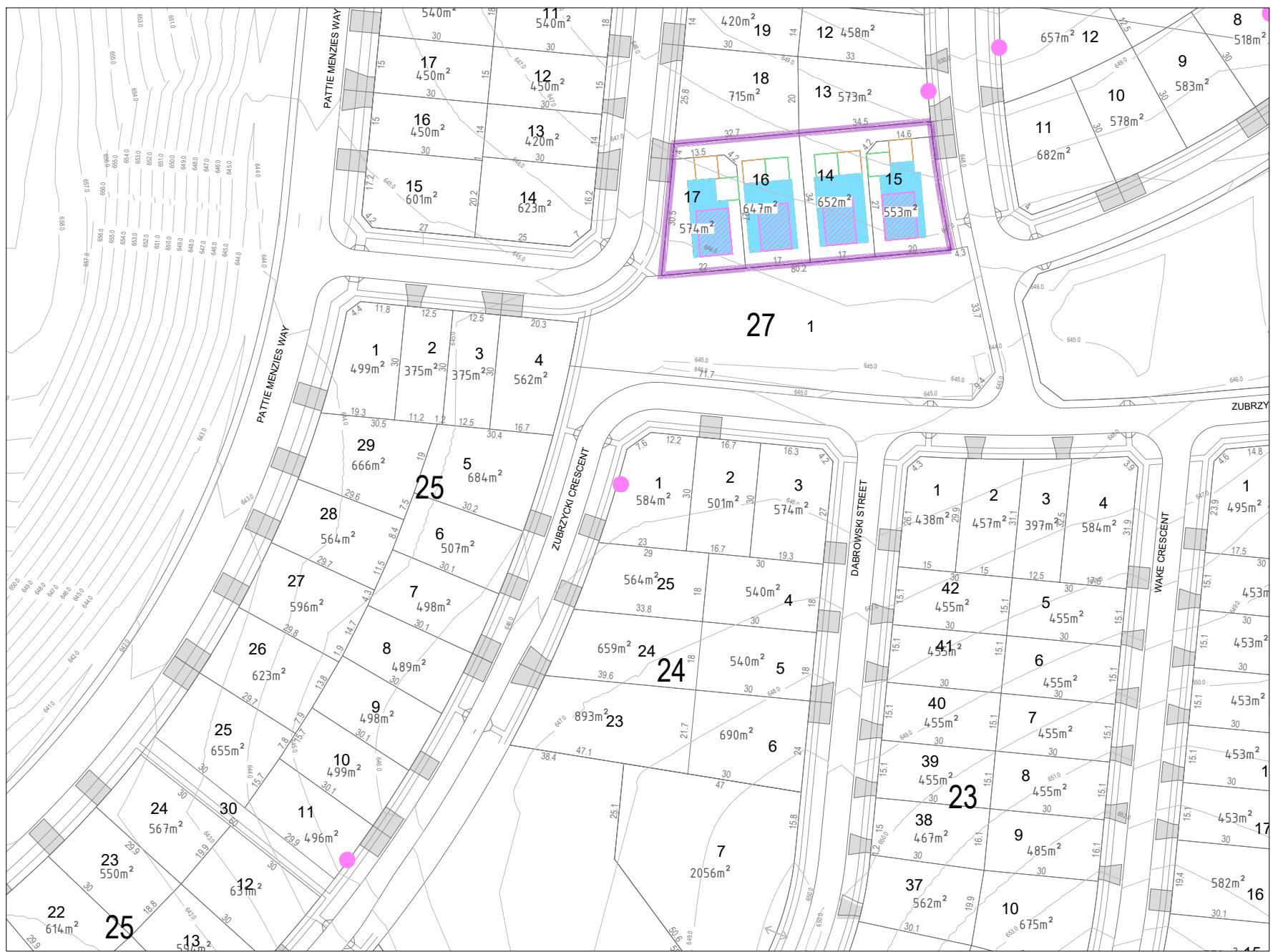


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M: 0419 123 456

Design SSLC	Date 14/03/2023	Client <b>SUBURBAN LAND AGENCY</b>								
Checked AT/IC	Date 14/03/2023	Project <b>JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT STAGE 1 ESTATE DEVELOPMENT PLAN</b>	Status <b>FOR APPROVAL</b> NOT TO BE USED FOR CONSTRUCTION PURPOSES							
Designed -	Date -					Page No. <b>39</b>	Datum <b>AHD</b>	Scale <b>1:500</b>	Size <b>A1</b>	
Verified -	Date -					Drawing Number				Revision <b>E</b>
Approved -	Date -									
AT/IC	14/03/2023									



Drawn	SGLC	Date	14/03/2023	Client	SUBURBAN LAND AGENCY
Checked	ATILC	Date	14/03/2023	Project	JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT
Designed		Date		Stage	STAGE 1 ESTATE DEVELOPMENT PLAN
Verified		Date		Status	FOR APPROVAL
Approved		Date		Page No.	40
				Datum	AHD
				Scale	1:500
				Size	A1
				Drawing Number	
				Revision	E
Rev.	Date	Description	Des.	Verif.	Appd.



	<b>ACT</b> Government	<b>Suburban Land Agency</b>
E 14/03/2023	Revision for s165 approval	LC LC
D 29/06/2021	Stage 1 Estate Development Plan RFI	SG AT
C 19/08/2019	Stage 1 Estate Development Plan	HV AT
B 01/03/2019	Agency Circulation	HV LC
A 23/10/2018	Agency Circulation	HV LC
Rev. Date	Description	Des. Verif. Appd.



Drawn SG/LC	14/03/2023	Date	SUBURBAN LAND AGENCY	Status
Checked AT/LC	14/03/2023	Date	NOT TO BE USED FOR CONSTRUCTION PURPOSES	FOR APPROVAL
Designed LC		Date	Project	Project
Verified LC		Date	JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT	
Approved LC		Date	STAGE 1 ESTATE DEVELOPMENT PLAN	
Type	BUILDING ENVELOPE / INTEGRATED DEVELOPMENT PLAN	Page No.	41	Size
	SHEET 5 of 5	Datum	AHD	1:500
		Scale		A1
		Drawing Number		Revision
				E



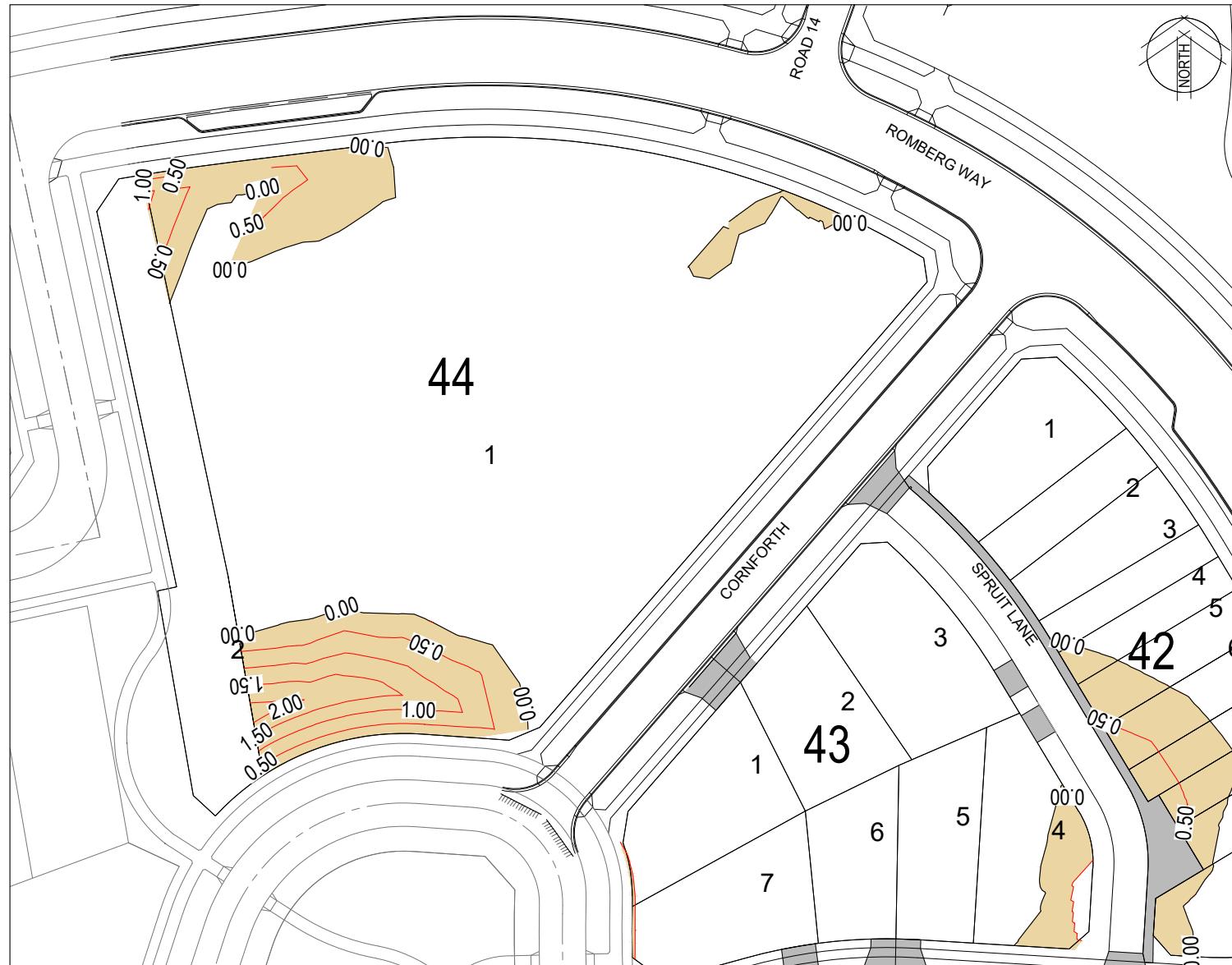
**ACT**  
Government

**Suburban Land**  
Agency

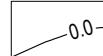
## Annexure F - Block Fill Plans

Below is the Integrated Development Plans for Jacka 2  
Stage 1-Sections 24,25,28,29,30,32,33,34,36,37,38,40,41,42,43.

We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters where we live and work, and pay our respects to the elders past, present and future.



### LEGEND

1	BLOCK IDENTIFIER
11	SECTION IDENTIFIER
	ESTIMATED FILL DEPTH (m)
	FILL
	LIMIT OF FILL

### NOTE:

THIS PLAN ONLY INDICATES AREAS OF FILL OF WHICH THE DEVELOPER AND ITS AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE TERRITORY AND THE TERRITORY 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 LAND DEPICTED. LESSEES AND PURCHASERS SHOULD MAKE THEIR OWN ENQUIRIES IN REGARD TO THE EXACT DRAINAGE, GEOTECHNICAL AND FILL CONDITIONS AFFECTING THEIR BLOCKS.

0 20 40m  
 SCALE 1:1000 @A4



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 Canberra, ACT 2601  
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Dwn	MO	24/01/2023	Date	Client	SUBURBAN LAND AGENCY
Chk	AS	24/01/2023	Date	Project	JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT
Des	ML	24/01/2023	Date	Status	FOR APPROVAL
Ver	JS	24/01/2023	Date	NOT TO BE USED FOR CONSTRUCTION PURPOSES	
App				Date	January 2023
GZ		24/01/2023		Datum	AHD
				Scale	1:1000
				Size	A4
				Drawing Number	BFP-01
				Revn	A

A	24/01/2023	FOR INFORMATION	ML	JS	GZ
Rev	Date	Description	Des.	Verif.	Appd.

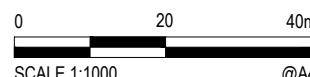


## LEGEND

BLOCK IDENTIFIER  
SECTION IDENTIFIER  
  
ESTIMATED FILL DEPTH (m)  
  
FILL  
  
LIMIT OF FILL

**NOTE:**

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Dwn MO	24/01/2023	Date	Client <b>SUBURBAN LAND AGENCY</b>				
Chk AS	24/01/2023	Date	Project <b>JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT</b>		Status <b>FOR APPROVAL</b>		
Des ML	24/01/2023	Date					NOT TO BE USED FOR CONSTRUCTION PURPOSES
Ver JS	24/01/2023	Date	Title <b>BLOCK FILL PLANS SHEET 2 OF 15</b>	Date <b>January 2023</b>	Datum <b>AHD</b>	Scale <b>1:1000</b>	Size <b>A4</b>
App					Drawing Number <b>BFP-02</b>		Revn <b>A</b>
GZ	24/01/2023						

XREFs: EX-Title Block Logo: EX-Taylor,X-GUNGALIN,EX-TC,X-QS PATHS,X-CAD Base - 1A: A1 GRP/TITLE BLOCK,X-CAD Base\_ST  
CAD File: L:\projetc1\SLA JAC-Jacka 2\WORKING\GRD06 Report\Housing DGs 2022\HHDG 2023\Block Fill Plans Standard\BLOCK FILL.dwg

## LEGEND

11

BLOCK IDENTIFIER

SECTION IDENTIFIER

1.0

0.5

ESTIMATED FILL DEPTH (m)

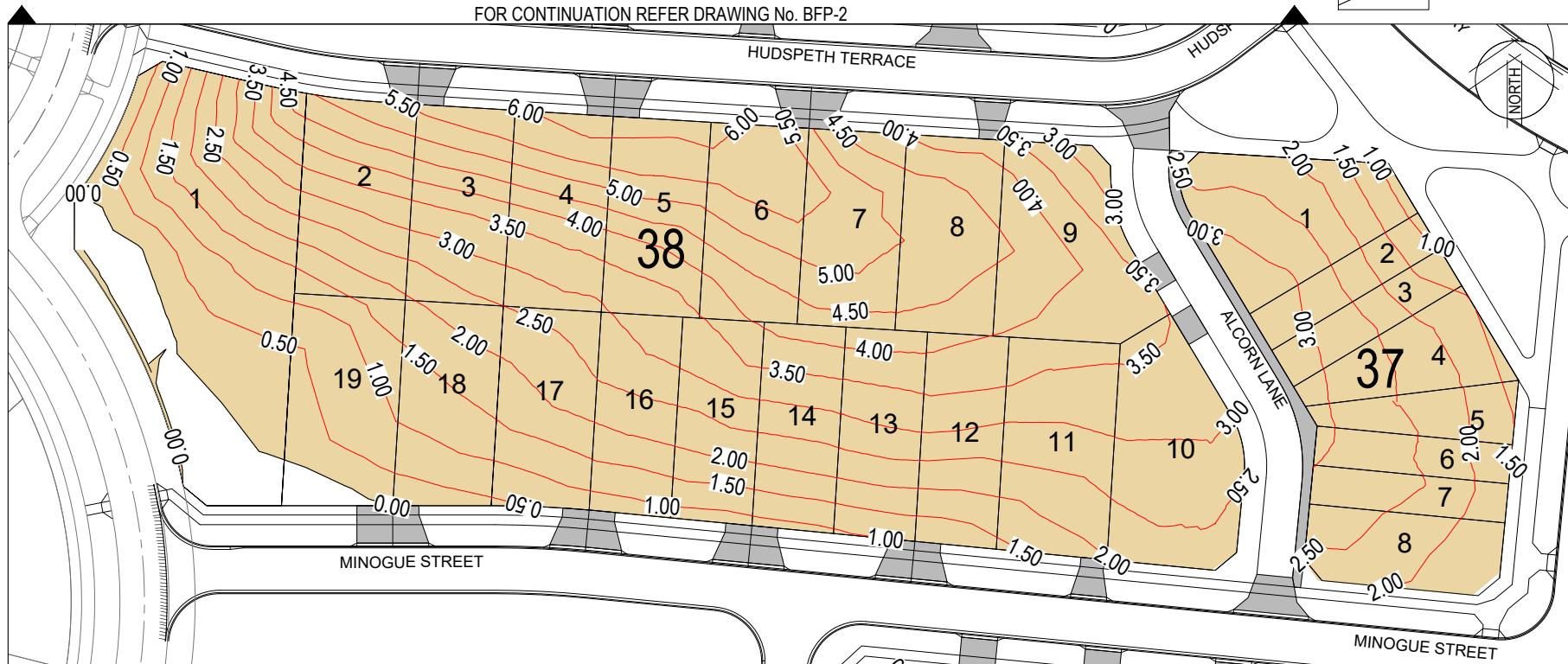
FILL

0.0

LIMIT OF FILL

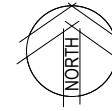
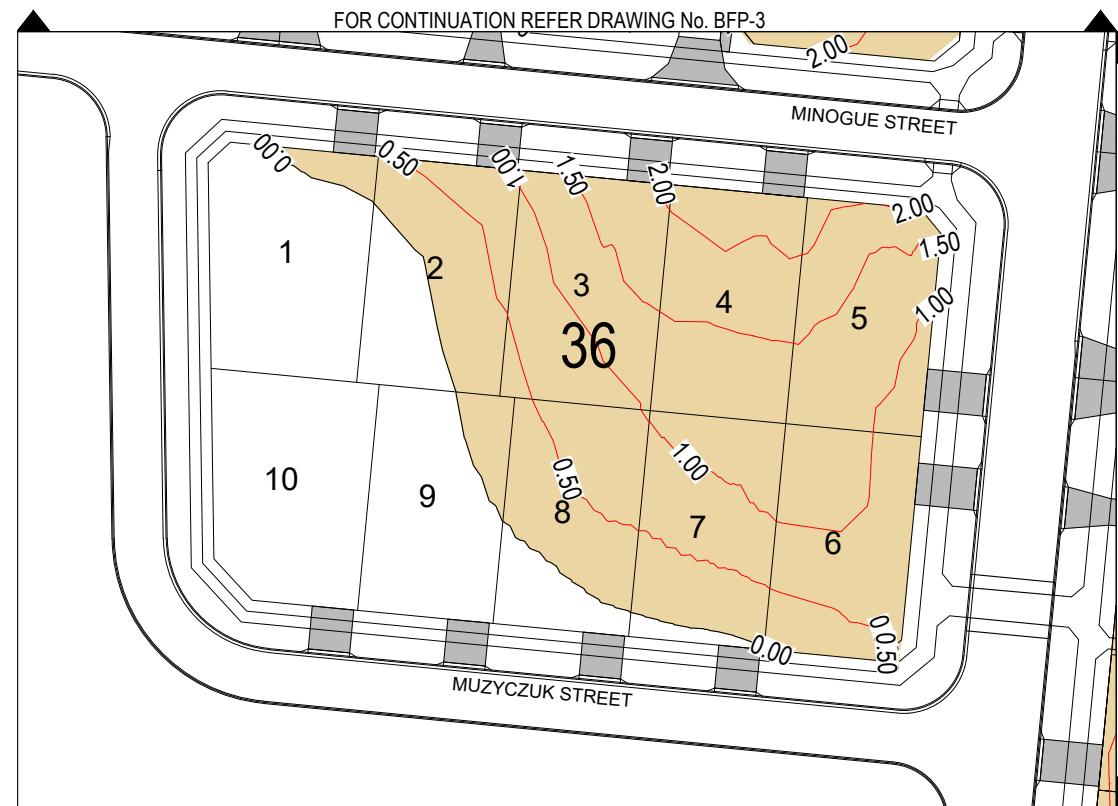
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Dwn MO	24/01/2023	Date	Client	SUBURBAN LAND AGENCY			
Chk AS	24/01/2023	Date	Project	JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT			
Des ML	24/01/2023	Date	Status				FOR APPROVAL
Ver JS	24/01/2023	Date	NOT TO BE USED FOR CONSTRUCTION PURPOSES				
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				Revn			
				A			

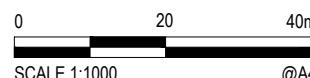


#### LEGEND

1	BLOCK IDENTIFIER
11	SECTION IDENTIFIER
	ESTIMATED FILL DEPTH (m)
	FILL
	LIMIT OF FILL

**NOTE:**

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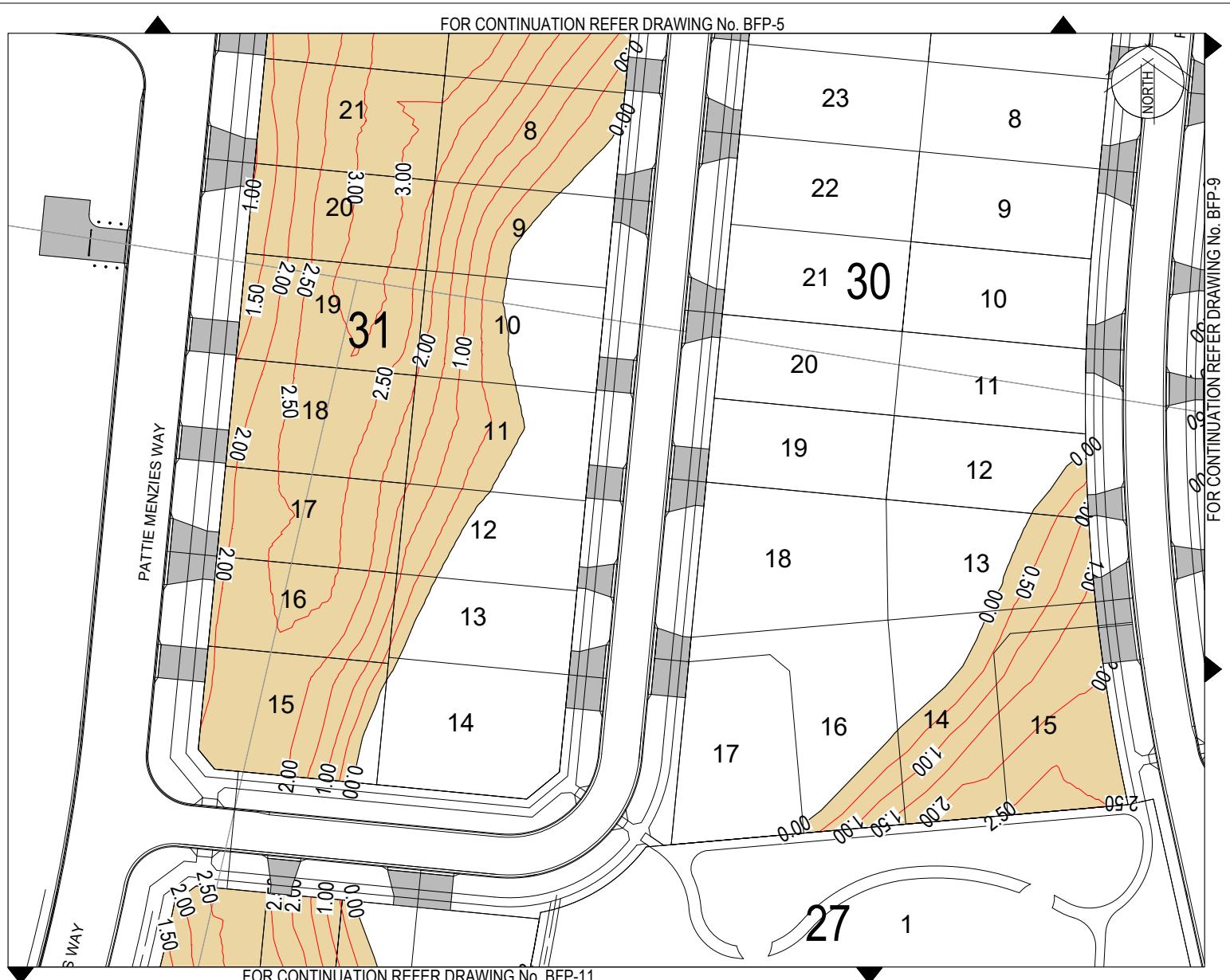
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Dwn	MO	24/01/2023	Date	Client	SUBURBAN LAND AGENCY			
Chk	AS	24/01/2023	Date	Project	JACKA 2 - RESIDENTIAL ESTATE			
Des	ML	24/01/2023	Date	DEVELOPMENT				NOT TO BE USED FOR CONSTRUCTION PURPOSES
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App	SHEET 4 OF 15				Date	Datum	Scale	Size
GZ	24/01/2023				January 2023	AHD	1:1000	A4
					Drawing Number			
					BFP-04			



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Dwn	MO	24/01/2023	Date	Client	SUBURBAN LAND AGENCY			
Chk	AS	24/01/2023	Date	Project	JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT			
Des	ML	24/01/2023	Date					NOT TO BE USED FOR CONSTRUCTION PURPOSES
Ver	JS	24/01/2023	Date	Title	BLOCK FILL PLANS SHEET 5 OF 15			
App				Date	January 2023	Datum	AHD	Scale 1:1000
GZ	24/01/2023			Drawing Number	BFP-05			
				Revn	A			



## LEGEND

## BLOCK IDENTIFIER

## SECTION IDENTIFIER

ESTIMATED FILL DEPTH (m)

FILED

### LIMIT OF FILL

**NOTE:**  
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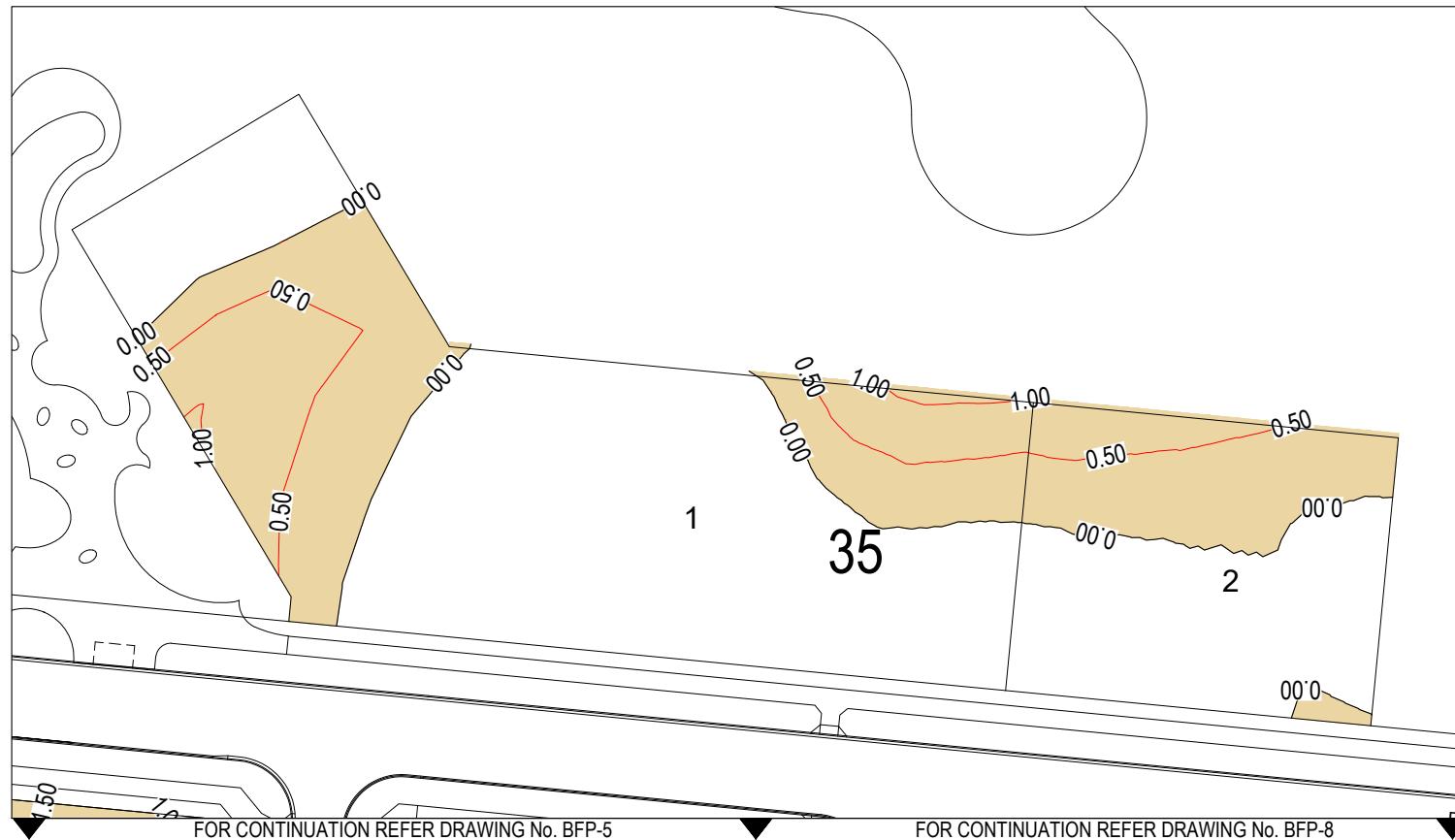
0 20 40

SCALE 1:1000 @A



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Dwn	MO	24/01/2023	Date	Client	SUBURBAN LAND AGENCY			
Chk	AS	24/01/2023	Date	Project	JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT			
Des	ML	24/01/2023	Date					NOT TO BE USED FOR CONSTRUCTION PURPOSES
Ver	JS	24/01/2023	Date	Title	BLOCK FILL PLANS SHEET 6 OF 15			
App				Date	January 2023	Datum	AHD	Scale
GZ	24/01/2023							1:1000
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								A4
								Revn
								BFP-06
								A



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Dwn	MO	24/01/2023	Date	Client	SUBURBAN LAND AGENCY			
Chk	AS	24/01/2023	Date	Project	JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT			
Des	ML	24/01/2023	Date		NOT TO BE USED FOR CONSTRUCTION PURPOSES			
Ver	JS	24/01/2023	Date	Title	BLOCK FILL PLANS	Date	Datum	Scale
App				SHEET 7 OF 15	January 2023	AHD	1:1000	Size
GZ		24/01/2023			Drawing Number	BFP-07		
						Revn A		



## LEGEND

## 1 BLOCK IDENTIFIER

11 SECTION IDENTIFIER

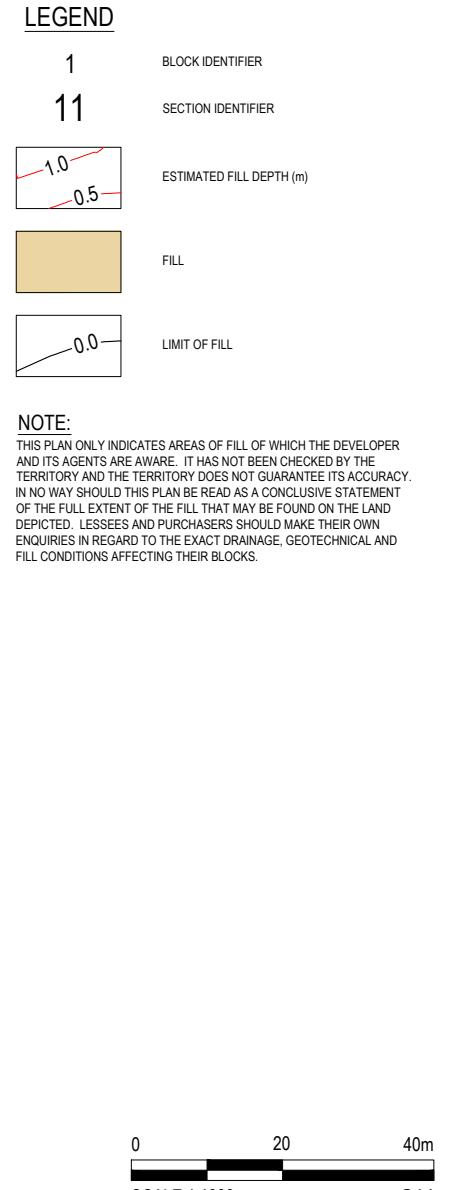
1.0' ESTIMATED FILL DEPTH (m)

10

0.0

**NOTE:**  
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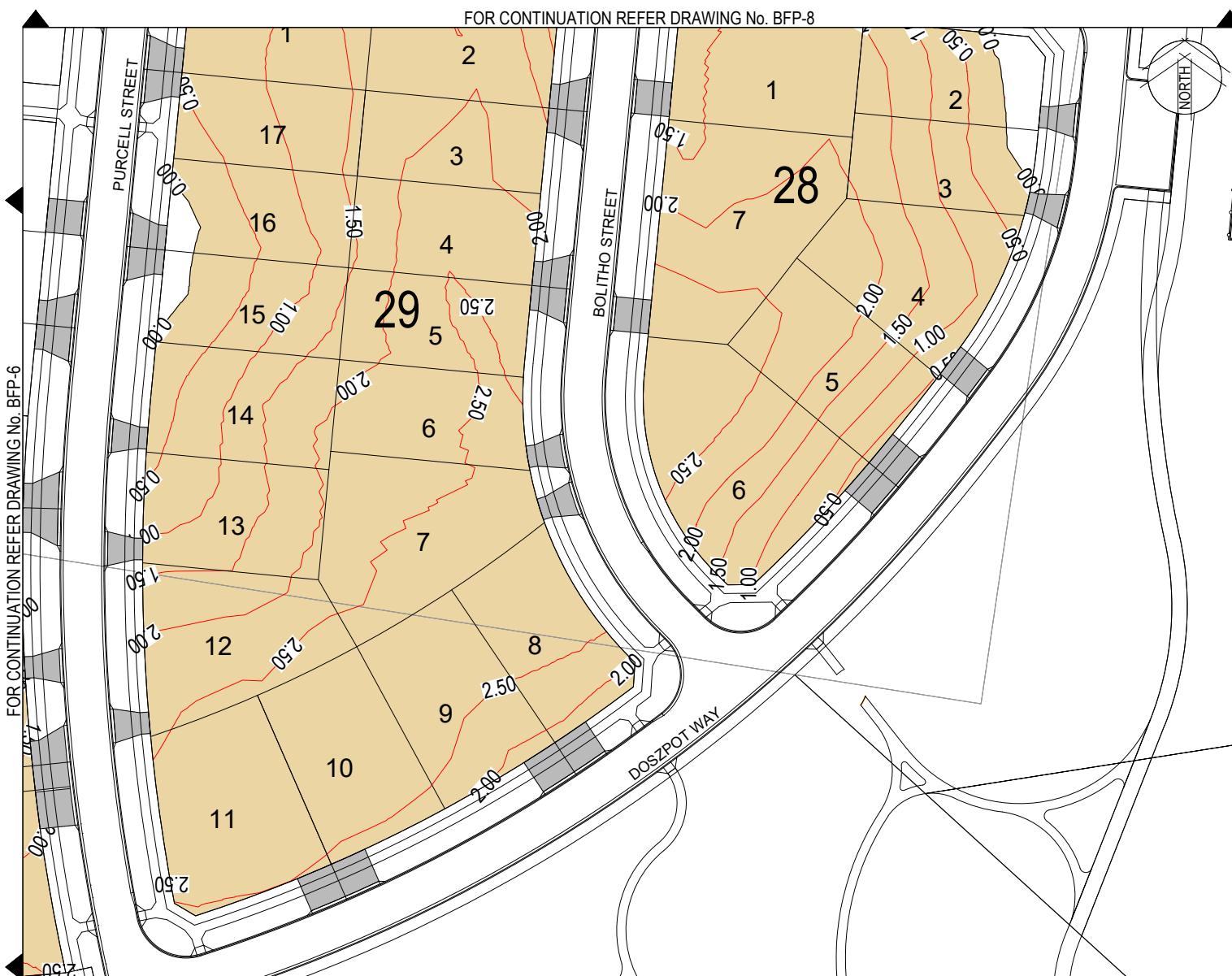




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Dwn	MO	24/01/2023	Date	Client	SUBURBAN LAND AGENCY			
Chk	AS	24/01/2023	Date	Project	JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT			
Des	ML	24/01/2023	Date					Status
Ver	JS	24/01/2023	Date					FOR APPROVAL
				NOT TO BE USED FOR CONSTRUCTION PURPOSES				
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				January 2023	AHD	1:1000	A4	
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				Drawing Number				Revn
				BFP-08				A

X-REFS: EX-Title Block Logo: EX-Taylor; X-GUNG AHL IN: EX-TCD; X-OS PATHS: X-CAD Base - 1A; A1 GRP TITLE BLOCK: X-CAD Base - S  
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## LEGEND

## 1 BLOCK IDENTIFIER

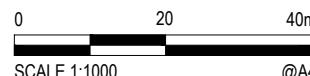
11 SECTION IDENTIFIER

ESTIMATED FILL DEPTH (m)

-0.0 — LIMIT OF FILL

## NOTE

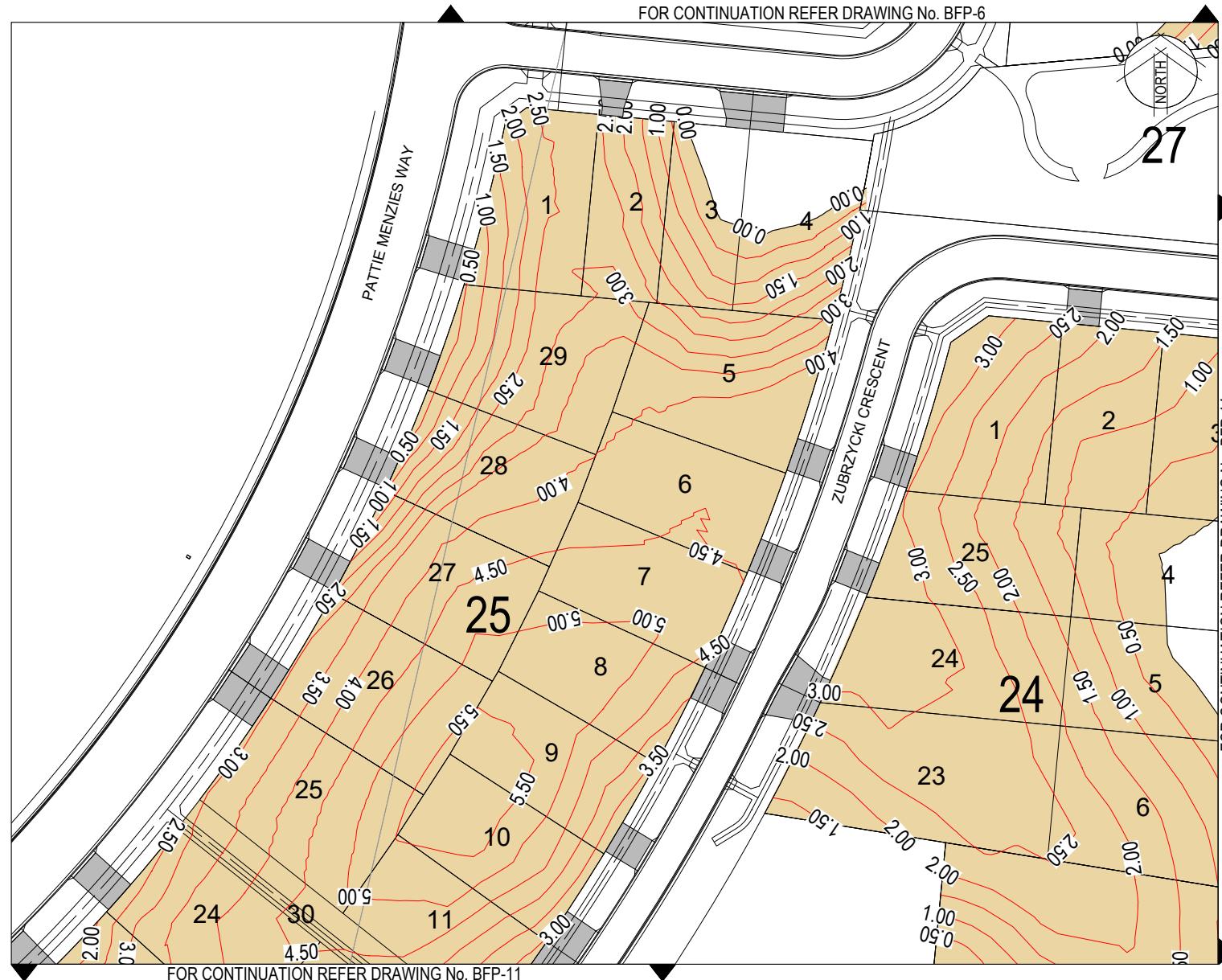
THIS PLAN ONLY INDICATES AREAS OF FILL OF WHICH THE DEVELOPER AND ITS AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE TERRITORY AND THE TERRITORY DOES NOT GUARANTEE ITS ACCURACY. IN NO WAY SHOULD THIS PLAN BE READ AS A CONCLUSIVE STATEMENT OF THE FULL EXTENT OF THE FILL THAT MAY BE FOUND ON THE LAND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



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Dwn	MO	24/01/2023	Date	Client	SUBURBAN LAND AGENCY			
Chk	AS	24/01/2023	Date	Project	JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT			
Des	ML	24/01/2023	Date	Status				FOR APPROVAL
Ver	JS	24/01/2023	Date	NOT TO BE USED FOR CONSTRUCTION PURPOSES				
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				SHEET 9 OF 15				
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					BFP-09			
				Revn				
				A				



## LEGEND

### BLOCK IDENTIFIER

## SECTION IDENTIFIER

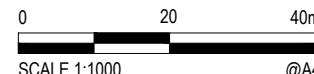
ESTIMATED FILL DEPTH (m)

F

### LIMIT OF FILL

**NOTE:**

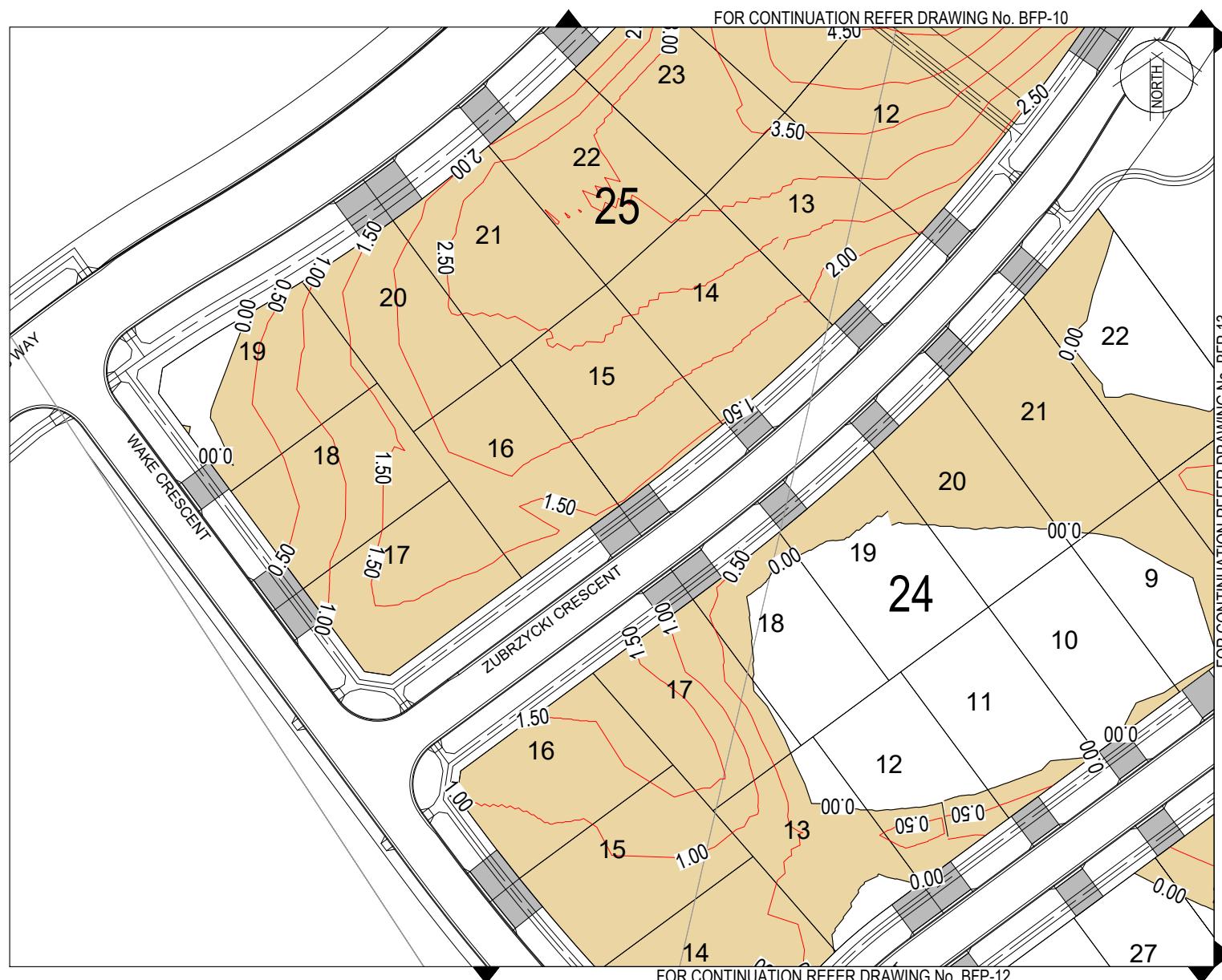
THIS PLAN ONLY INDICATES AREAS OF FILL OF WHICH THE DEVELOPER AND ITS AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE TERRITORY AND THE TERRITORY DOES NOT GUARANTEE ITS ACCURACY. IN NO WAY SHOULD THIS PLAN BE READ AS A CONCLUSIVE STATEMENT OF THE FULL EXTENT OF THE FILL THAT MAY BE FOUND ON THE LAND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



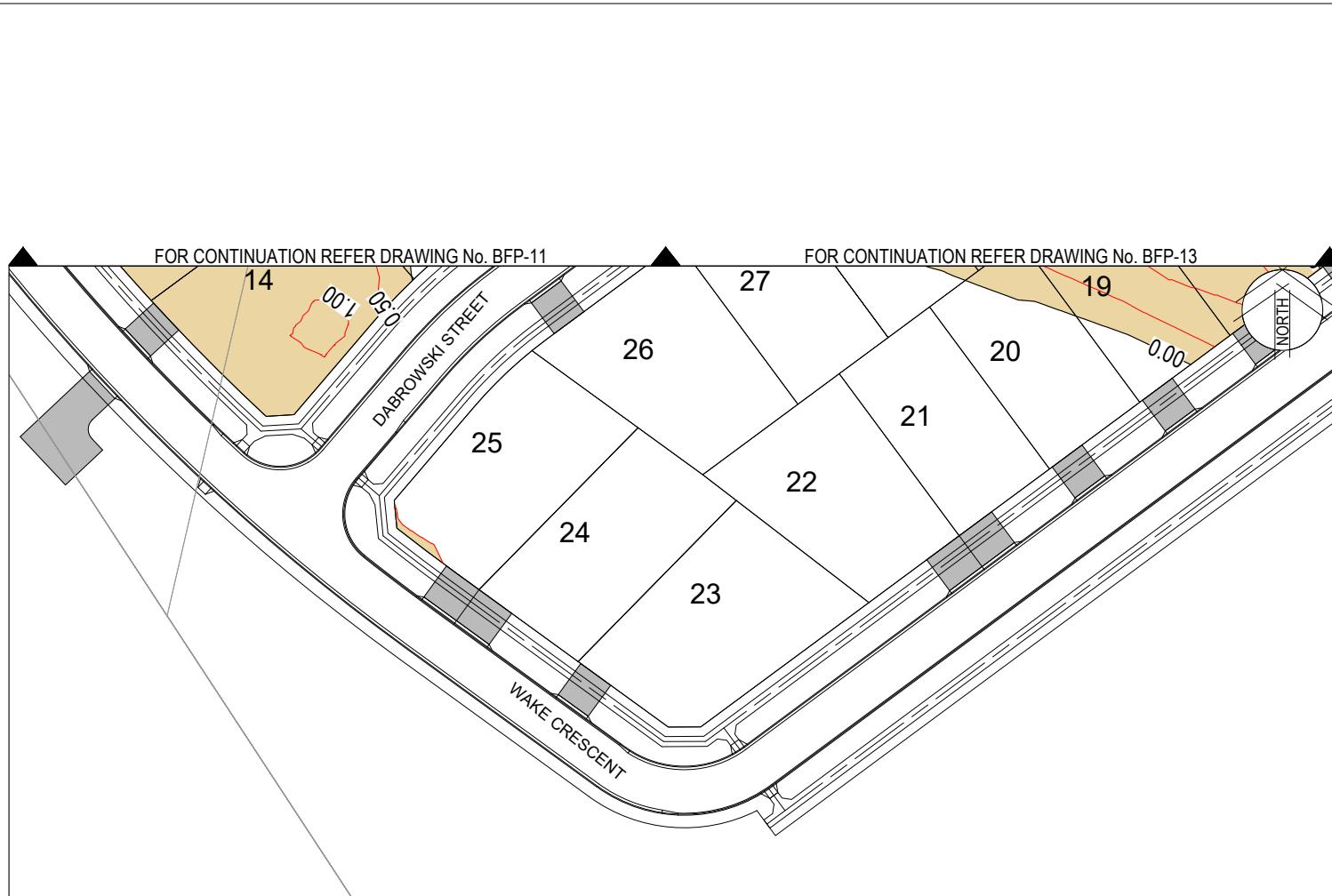
 Stanted

Stantec Australia Pty Ltd | ABN 17 007 820 3  
Eastern Core, Level 4, 2 Constitution Ave  
Canberra, ACT 2601  
Tel: 02 6112 4500  
Web: [www.stantec.com.au](http://www.stantec.com.au)

Dwn	MO	24/01/2023	Date	Client	SUBURBAN LAND AGENCY			
Chk	AS	24/01/2023	Date	Project	JACKA 2 - RESIDENTIAL ESTATE			
Des	ML	24/01/2023	Date	DEVELOPMENT				NOT TO BE USED FOR CONSTRUCTION PURPOSES
Ver	JS	24/01/2023	Date	Title	BLOCK FILL PLANS			
App				SHEET 10 OF 15				Drawing Number
GZ		24/01/2023						BFP-10
								Revn
								A



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## LEGEND

1	BLOCK IDENTIFIER
11	SECTION IDENTIFIER
	ESTIMATED FILL DEPTH (m)
	FILL
	LIMIT OF FILL

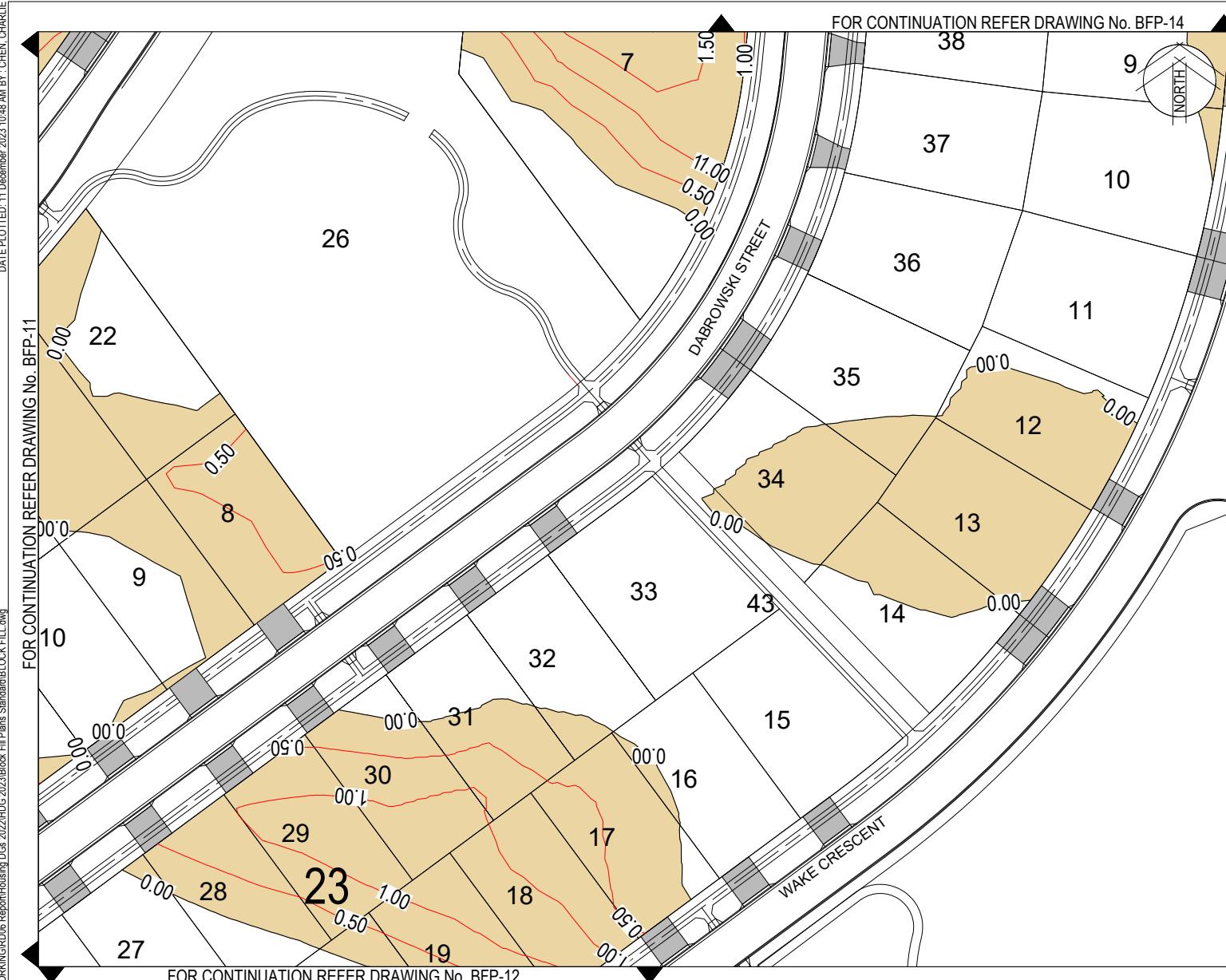
**NOTE:**

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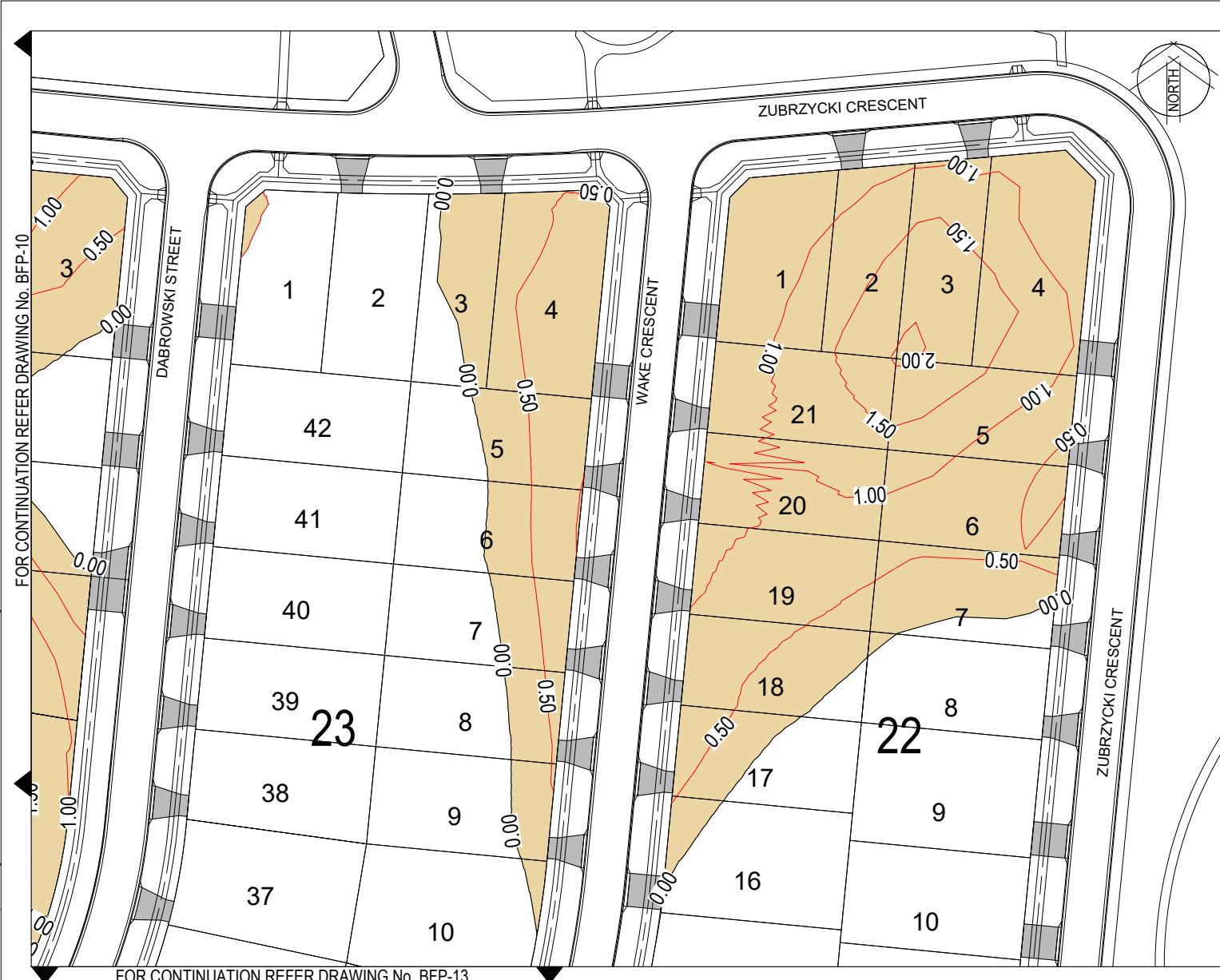
Stantec Australia Pty Ltd | ABN 17 007 820 3  
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Dwn MO	24/01/2023	Date	Client	SUBURBAN LAND AGENCY			
Chk AS	24/01/2023	Date	Project	JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT			
Des ML	24/01/2023	Date		Status FOR APPROVAL NOT TO BE USED FOR CONSTRUCTION PURPOSES			
Ver JS	24/01/2023	Date					
App G7	24/01/2023	Title	Drawing Number				Revn
		BFP-12					A



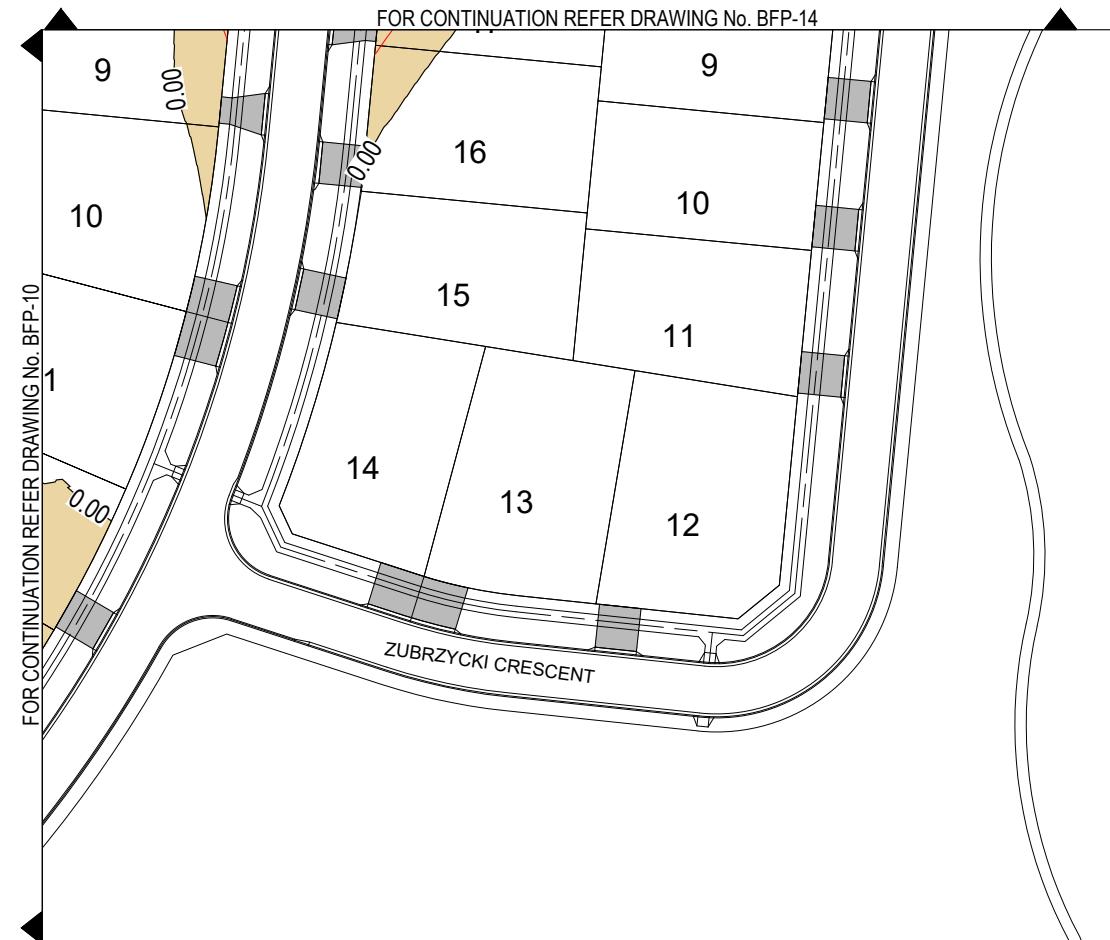
Stantec Australia Pty Ltd | ABN 17 007 820 321  
Eastern Core, Level 4, 2 Constitution Ave  
Canberra, ACT 2601  
Tel: 02 6112 4500  
Web: [www.stantec.com.au](http://www.stantec.com.au)

Dwn MO	24/01/2023	Date	Client <b>SUBURBAN LAND AGENCY</b>					
Chk AS	24/01/2023	Date	Project <b>JACKA 2 - RESIDENTIAL ESTATE DEVELOPMENT</b>		Status <b>FOR APPROVAL</b>			
Des ML	24/01/2023	Date					NOT TO BE USED FOR CONSTRUCTION PURPOSES	
Ver JS	24/01/2023	Date	Title <b>BLOCK FILL PLANS SHEET 13 OF 15</b>		Date <b>January 2023</b>	Datum <b>AHD</b>	Scale <b>1:1000</b>	Size <b>A4</b>
App					Drawing Number <b>BFP-13</b>			Revn <b>A</b>
GZ	24/01/2023							



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Web: [www.stantec.com.au](http://www.stantec.com.au)

Dwn MO	24/01/2023	Date	Client <b>SUBURBAN LAND AGENCY</b>					
Chk AS	24/01/2023	Date	Project <b>JACKA 2 - RESIDENTIAL ESTATE</b>		Status <b>FOR APPROVAL</b>			
Des ML	24/01/2023	Date	DEVELOPMENT					
Ver JS	24/01/2023	Date	NOT TO BE USED FOR CONSTRUCTION PURPOSES					
App			Date	Datum	Scale	Size		
GZ	24/01/2023		January 2023	AHD	1:1000	A4		
			Drawing Number		Revn			
			<b>BFP-14</b>					



### LEGEND

1	BLOCK IDENTIFIER
11	SECTION IDENTIFIER
1.0 0.5	ESTIMATED FILL DEPTH (m)
	FILL
0.0	LIMIT OF FILL

### NOTE:

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0 20 40m  
SCALE 1:1000 @A4



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Tel: 02 6112 4500  
Web: [www.stantec.com.au](http://www.stantec.com.au)

A	24/01/2023	FOR INFORMATION	ML	JS	GZ
Rev	Date	Description	Des.	Verif.	Appd.

Dwn	MO	24/01/2023	Date	Client	SUBURBAN LAND AGENCY
Chk	AS	24/01/2023	Date	Project	JACKA 2 - RESIDENTIAL ESTATE
Des	ML	24/01/2023	Date	Development	DEVELOPMENT
Ver	JS	24/01/2023	Date		
App				Status	FOR APPROVAL
GZ		24/01/2023		NOT TO BE USED FOR CONSTRUCTION PURPOSES	
				Date	January 2023
				Datum	AHD
				Scale	1:1000
				Size	A4
			Title	BLOCK FILL PLANS	
				Drawing Number	
				BFP-15	Revn
					A

**Annexure B – Specimen Crown Lease**

This is a market value lease  
- s263 (2) (a) (ii)  
Planning Act 2023



LEASE No.

Volume

Folio

CONDITIONS APPLICABLE

MOP No.

Annexure

AUSTRALIAN CAPITAL TERRITORY

## CROWN LEASE

PLANNING ACT 2023

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

THE TERRITORY PLANNING AUTHORITY ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA IN EXERCISING ITS FUNCTIONS GRANTS TO THE LESSEE A LEASE OF THE LAND UNDER THE PLANNING ACT 2023 FOR THE TERM AND SUBJECT TO THE PROVISIONS SET OUT BELOW.

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

### 1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	DEPOSITED PLAN	APPROXIMATE AREA
				square metres

### 2. LESSEE'S NAME AND ADDRESS

### 3. FORM OF TENANCY

### 4. TERM

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

### 5. PURPOSE

SINGLE DWELLING HOUSING.

### 6. RESERVATIONS AND STATUTORY RESTRICTIONS

THE STATUTORY RESTRICTION(S) IS/ARE:  
SECTION 370 OF THE PLANNING ACT 2023.

### 7. VARIATIONS TO MEMORANDUM OF PROVISIONS

Not Applicable

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

8. EXECUTION

SIGNED BY

SIGNATURE OF WITNESS

SIGNATURE OF LESSEE

NAME OF WITNESS (BLOCK LETTERS)

SIGNED BY A DELEGATE AUTHORISED TO EXECUTE THIS LEASE ON BEHALF OF THE COMMONWEALTH:

SIGNATURE

SIGNATURE OF WITNESS

NAME OF SIGNATORY (BLOCK LETTERS)

OFFICE USE ONLY

EXAMINED

VOLUME: FOLIO

REGISTERED:

DATE:

# AUSTRALIAN CAPITAL TERRITORY LAND TITLES ACT 1925

## Section 103A

### Memorandum Of Provisions

Memorandum of Provisions No. 3287426

#### 1. INTERPRETATION

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

- 1.1 'Act' – means the *Planning Act 2023*;
- 1.2 'Authority' - means the *Territory Planning Authority* established by section 16 of the *Planning Act 2023*;
- 1.3 'Building' - any building, structure or improvement on or under the Land;
- 1.4 'Class' - for a building or structure, means the class of building or structure under the building code as defined in the *Building Act 2004*;
- 1.5 'Commencement Date' - the Commencement Date specified in item 4;
- 1.6 'Commonwealth' – the Commonwealth of Australia;
- 1.7 'Dwelling' – has the same meaning as in the *Planning (General) Regulation 2023*;
- 1.8 'Land' - the Land specified in item 1;
- 1.9 'Lease' - the Crown lease incorporating these provisions;
- 1.10 'Lessee' includes:
  - (a) where the Lessee is or includes a person, the executors, administrators and assigns of that person; and
  - (b) where the Lessee is or includes a corporation, the successors and assigns of that corporation;
- 1.11 'Multi-unit housing' - means the use of land for more than one dwelling;
- 1.12 'Premises' - the Land and any Building at any time on the Land;
- 1.13 'Purpose' - the Purpose specified in item 5;

- 1.14 'Single dwelling housing' means the use of land for residential purposes for a single dwelling only;
- 1.15 'Territory':
  - (a) when used in a geographical sense, the Australian Capital Territory; and
  - (b) when used in any other sense the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (C'th);
- 1.16 Where the Lessee comprises two or more persons or corporations, an agreement by the Lessee binds them jointly and individually;
- 1.17 The singular includes the plural and vice versa;
- 1.18 A reference to one gender includes the other genders;
- 1.19 A reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute;
- 1.20 A reference to an item is a reference to the corresponding item in the Lease.

## **2. LESSEE'S OBLIGATIONS**

The Lessee must:

### **RENT**

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

### **BUILDING SUBJECT TO APPROVAL**

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

### **COMPLETE CONSTRUCTION**

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

### **UNDERGROUND FACILITIES**

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

## **PURPOSE**

- 2.5 use the Land for the Purpose;

## **PRESERVATION OF TREES**

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

## **REPAIR AND MAINTAIN**

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

## **RIGHT OF INSPECTION**

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

## **RATES AND CHARGES**

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

## **CLEAN AND TIDY**

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

## **3. MUTUAL OBLIGATIONS**

The parties agree that:

## **OWNERSHIP OF MINERALS AND WATER**

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

## **FAILURE TO REPAIR AND MAINTAIN**

- 3.2 if the Lessee fails to repair and maintain the Premises in accordance with subclause 2.7, the Authority may, by written notice to the Lessee, require the Lessee to carry out the repairs and maintenance within a specified period of not less than one month;

3.3 if the Authority believes that any Building is beyond repair, the Authority may, by written notice to the Lessee, require the Lessee to:

- (a) remove the Building; and
- (b) construct a new Building to a standard acceptable to the Authority according to approved plans;

within a specified period of not less than one month;

3.4 if the Lessee fails to comply with a notice given under subclause 3.2 or 3.3, the Authority may enter the Premises, with anyone else and with any necessary equipment, and carry out the work which the Lessee should have carried out. The Lessee must pay to the Authority, on demand, the costs and expenses of that work;

## **TERMINATION**

3.5 if:

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

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

3.6 the power of the Authority on behalf of the Commonwealth to terminate the Lease under subclause 3.5 shall not be affected by:

- (a) the acceptance of rent or other money by the Authority during or after the notice has been given; or
- (b) any delay in exercising any right, power or remedy under the Lease;

## **FURTHER LEASE**

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

## NOTICES

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

## EXERCISE OF POWERS

3.9 Any and every right, power or remedy conferred on the Commonwealth or Territory in this Lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:

- (a) the Authority;
- (b) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (c) an authority or person to whom the Authority has delegated all its powers or functions under the *Planning Act 2023*.



.....  
Signed by Craig Weller )  
a delegate authorised to execute this )  
Memorandum of Provisions on behalf )  
of the Commonwealth )

**Annexure C – Deposited Plan**

**Annexure D – Site Classification Certificate**

**Annexure E – FRWT Clearance Certificate**



SUBURBAN LAND AGENCY  
C/o MATHILDE CASTELLA  
480 NORTHBORNE AVENUE  
DICKSON ACT 2602

Our reference: 2410894950853  
Phone: 13 28 66

15 January 2024

## 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.

Reference number	2410894950853
Vendor name	SUBURBAN LAND AGENCY
Vendor address	480 NORTHBORNE AVENUE DICKSON ACT 2602
Clearance certificate period	11 January 2024 to 13 January 2029

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

Yours sincerely

John Ford  
Deputy Commissioner of Taxation

### NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at [ato.gov.au/FRCGW](http://ato.gov.au/FRCGW)

### CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- › **13 28 66** if located in Australia, or
- › **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.