

**LAND DEVELOPMENT AGENCY
FIRST GRANT CONTRACT – LAND NOT READY
SCHEDULE**



ACT
Government
Economic Development



DATE OF THIS CONTRACT		30 APRIL 2017		
LAND		Block	Section	Division/District
		7	12	Throsby
STAGE		3A as described in the Throsby Housing Development Guide.		
OCCUPANCY		Vacant Possession		
CO-OWNERSHIP	Mark one <i>See clause 12</i>	<input type="checkbox"/> Tenants in common (<i>Show shares</i>)		<input type="checkbox"/> Joint Tenants
SELLER	Full name ACN/ABN Address	Land Development Agency 20 419 925 579 TransACT House, 470 Northbourne Avenue, Dickson ACT 2602		
SELLER'S SOLICITOR	Firm	Clayton Utz		
	Ref	[REDACTED]		
	Phone	[REDACTED]		
	Fax	(02) 6279 4090		
	Address	GPO Box 9806 Canberra City ACT 2601		
	Email	conveyancing@claytonutz.com		
BUYER	Full Name ACN/ABN Address	[REDACTED]		
	Email	[REDACTED]		
	Firm	Capital Lawyers		
	Ref	[REDACTED]		
	Phone	[REDACTED]		
	Fax	02 6262 5366		
	DX/Address	Level 9, AMP Building, 1 Hobart Place CANBERRA ACT 2601		
	Email	[REDACTED]		
PRICE	Price	\$575,000.00	(The Price is GST inclusive)	
	Less Deposit	\$57,500.00	(10% of Price)	
	Balance	\$517,500.00		
EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE	<i>See clause 3</i>	6 August 2017		
DATE FOR COMPLETION		On or before 7 June 2017		
STANDARD ANNEXURES	Documents annexed to this Contract	Annexure A – Throsby Housing Development Guide Annexure B – Specimen Crown Lease Annexure C – Deposited Plan Annexure D – Site Classification Certificate		
SPECIAL CONDITIONS	Indicate whether any special conditions apply	<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 get advice from your solicitor.

Authorised Delegate of the Land Development Agency signature:		Buyer signature:	[REDACTED]
Delegate name:		Buyer name:	[REDACTED]
Witness signature:		Buyer signature:	[REDACTED]
Witness name:		Buyer name:	[REDACTED]
		Witness signature:	[REDACTED]
		Witness name:	[REDACTED]

1 GRANT OF THE LEASE

- 1.1 The Seller will procure the grant of the Lease to the Buyer on Completion.
- 1.2 The Lease will be granted substantially upon the terms and conditions of the Specimen Standard Lease.

2 TERMS OF PAYMENT – STANDARD LEASE

- 2.1 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque.
- 2.2 On the Date of this Contract, the Buyer must pay the Deposit to the Seller.
- 2.3 The Seller agrees to accept payment of the Deposit in two instalments as follows:
 - (a) 5% of the Price by, cheque on the date of this Contract (**First Instalment**); and
 - (b) the remainder of the 10% Deposit (if it has not already been paid) by bank cheque on the Date for Completion (**Second Instalment**),and in every respect time is of the essence of this clause 2.3.
- 2.4 The Deposit and all instalments of the Deposit are released to the Seller (when paid) and become the Seller's property absolutely (being part payment of the Price).
- 2.5 If the Deposit or any instalment of the Deposit is:
 - (a) not paid on time and in accordance with clause 2.3; or
 - (b) paid by cheque and the cheque is not honoured on first presentation, the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 21) and clause 22 applies.
- 2.6 If the Seller does not terminate this Contract in accordance with clause 2.5, then this Contract remains on foot, subject to this clause 2.6, until the Seller terminates the Contract pursuant to clause 2.5 or waives the benefit of clause 2.5 pursuant to clause 2.8.
- 2.7 This clause 2 is for the benefit of the Seller and the obligations imposed on the Buyer by this clause 2 are essential. The obligations imposed on the Buyer by this clause 2 bind the Buyer notwithstanding any indulgence, waiver or extension of time by the Seller to the Buyer.
- 2.8 The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of this clause 2 is waived.
- 2.9 If the Deposit is paid in accordance with clause 2.3, the Seller will no longer have the benefit of this clause. Any money payable to the Seller by the Buyer must be paid to the Seller or as the Seller's Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.10 If the 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 paid.

- 2.11 The Seller is not liable to pay interest on any refunded Deposit provided that the Deposit is refunded to the Buyer within 15 Working Days of the date the Contract is rescinded or terminated.
- 2.12 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.

3 DEPOSIT BOND AND BANK GUARANTEE – STANDARD LEASE

- 3.1 The Deposit to be paid pursuant to clause 2.2 may be paid by 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.
- 3.2 The expiry date for the Deposit Bond or Bank Guarantee must not be earlier than the Earliest Date of Expiry of Deposit Bond or Bank Guarantee specified in the Schedule.
- 3.3 The Deposit Bond or Bank Guarantee must show the Seller as the beneficiary of the Deposit Bond or Bank Guarantee.
- 3.4 The Buyer must pay the amount stipulated in the Deposit Bond or Bank Guarantee to the Seller by unendorsed bank cheque on Completion.
- 3.5 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.
- 3.6 If the Buyer is in default under clause 3.5 it will be deemed to be a failure by the Buyer to pay the Deposit under clause 2 and immediately, and without the notice necessary under clause 21, clause 22 applies.

4 SIGNING OF LEASE

- 4.1 Following the receipt of the Lease, the Buyer must, no later than 10 Working Days from the date the Seller serves the Lease on the Buyer:
- (a) sign each copy of the Lease;
 - (b) lodge an Application to Register a Crown Lease for the Lease with the ACT Revenue Office of the Commerce and Works Directorate ("the ACT Revenue Office") for stamping and pay any fees required by the ACT Revenue Office;
 - (c) collect the Application to Register a Crown Lease for the Lease from the ACT Revenue Office; and

- (d) return to the Seller's Solicitor:
 - (i) the signed Leases; and
 - (ii) a copy of the stamped Application to Register a Crown Lease for the Lease.

5 THROSBY HOUSING DEVELOPMENT GUIDE

- 5.1 The Housing Development Guide is annexed to this Contract for information only. If there is any variation to the Throsby Housing Development Guide prior to Completion, the Seller may notify the Buyer and provide:
 - (a) a copy of the final form of the amended document; or
 - (b) the variations,to the Buyer prior to Completion.
- 5.2 The Buyer acknowledges that the Land is ready and available for inspection.
- 5.3 The Buyer enters into this Contract in reliance upon the Deposited Plan annexed to this Contract and on the Buyer's own enquiries.
- 5.4 In any event, that there is an inconsistency between the Throsby Housing Development Guide and the Deposited Plan, the Deposited Plan prevails.
- 5.5 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 20 of this Contract in respect of any matter set out in the Throsby Housing Development Guide.

6 VARIATION TO LAND AND THROSBY HOUSING DEVELOPMENT GUIDE

- 6.1 The Buyer acknowledges that the Specimen Crown Lease, the Throsby Housing Development Guide, the Block Details Plan, the Deposited Plan and any other plans in relation to the Land may be affected by:
 - (a) the requirements of legislation;
 - (b) variations to the Territory Plan;
 - (c) the requirements of government authorities; and/or
 - (d) physical conditions affecting the Worksand may result in one or more of the following:
 - (e) minor redefinition of the boundaries of the Land;
 - (f) minor road re-alignment or dedication; and
 - (g) minor variations of the easements relating to the provision of electricity, gas, water, sewerage and stormwater services.
- 6.2 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.
- 6.3 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 20 of this Contract in respect of any matter set out in clause 6.1.

7 PLANNING CONDITIONS

- 7.1 The Buyer acknowledges that the Planning and Land Authority is responsible for all development consents and approvals sought by or on behalf of the Buyer in relation to the Land and the Buyer therefore releases the Seller from any liability, cause of action or any other claim in relation to disturbance, loss or detriment caused by the Planning and Land Authority granting or denying any consent or approval in relation to the Land.
- 7.2 The Buyer acknowledges the obligation to make the Buyer's own enquiries and satisfy themselves as to the currency and accuracy of information contained in the Territory Plan.
- 7.3 The Buyer acknowledges that the Planning and Land Authority is responsible for the Territory Plan and the Buyer will make no claim against the Seller whatsoever in this regard.
- 7.4 The Buyer acknowledges that nothing in this Contract or the fact of Completion implies or means that any required approvals, consents or licences regarding planning, design, siting and any other matters relating to the Buyer's development of the Land will be granted by the regulatory authorities or other agencies of the Australian Capital Territory with or without conditions.

8 PROPERTY ACT

- 8.1 The Property Act does not apply to this Contract as this Contract is not a sale of residential property and the grant of the Lease will be the first grant of a crown lease over the Land.

9 NON COMPLYING TRANSFERS NOT TO BE USED

- 9.1 The Buyer will not be able to use the non complying transfer provisions of section 17 of the *Duties Act 1999 (ACT)* in relation to this Contract as this Contract will be the first grant of the Lease.

10 ENTIRE AGREEMENT

- 10.1 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 NO RELIANCE

- 11.1 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.

12 CO OWNERSHIP

- 12.1 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 or if one alternative is not marked, as joint tenants.

13 NON MERGER

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

14 BUYER RIGHTS AND LIMITATIONS

- 14.1 The Buyer is not entitled to make any requisitions on the title to the Land.
- 14.2 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 20 of 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) any matter contained in the Block Fill Plans or the existence of regrading, fill or other disability of or upon the Land, whether caused by the Commonwealth of Australia, the Seller, previous occupants of the Land or otherwise; and
 - (d) anything disclosed in this Contract (except an Affecting Interest).
- 14.3 The Buyer acknowledges, understands and accepts that the existence of regrading, fill or other disability of or upon the Land may result in work for the construction of any building on the land being more extensive and expensive than it may otherwise have been in the absence of such regrading, fill, contamination of any substance or other disability.

15 SELLER WARRANTIES

- 15.1 The Seller warrants that at the Date of this Contract:
- (a) the Seller will be able to complete at Completion;
 - (b) the Seller has no knowledge of any unsatisfied judgment, order or writ 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 affecting the Land; and
 - (d) the Seller is not aware of any material change in the matters disclosed in the Throsby Housing Development Guide.
- 15.2 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 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 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.
- 15.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

16 ADJUSTMENTS

- 16.1 The Lease will be granted on Completion. As a result, there will be no adjustments of Income or Land Charges.

17 TERMS OF POSSESSION

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

18 INSPECTION AND CONDITION OF LAND

18.1 The Buyer may on reasonable notice to the Seller inspect the Land during the period 14 days prior to the Date for Completion.

18.2 The Seller must leave the Land clean and tidy on Completion.

19 ERRORS AND MISDESCRIPTIONS

19.1 The Buyer will be entitled to compensation on Completion (and the Price will be reduced accordingly) for an error of any kind or misdescription if the Buyer makes a claim for compensation before Completion.

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

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

20 COMPENSATION CLAIMS BY BUYER

20.1 This clause 20 applies to claims for compensation arising out of this Contract made by the Buyer against the Seller including claims under clause 19.

20.2 To make a claim for compensation (including a claim under clause 19) 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 14 days after receiving the notice; and
- (b) if the Seller does not rescind under clause 20.2(a), the parties must complete and:
 - (i) the claim must be finalised (subject to clause 20.2(b)(v)) either by agreement or, failing agreement, by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (ii) the decision of the arbitrator is final and binding;
 - (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 days after Completion.

21 NOTICE TO COMPLETE AND DEFAULT NOTICE

- 21.1 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.
- 21.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14 days after service of the Notice to Complete (excluding the date of service) by which, and a place in Canberra at which, to complete this Contract.
- 21.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
 - (a) not be in default; and
 - (b) be ready, willing and able to complete but for some default or omission of the other party.
- 21.4 Completion at the time, date and place specified in the Notice to Complete is an essential term.
- 21.5 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.
- 21.6 A Default Notice must:
 - (a) specify the default; and
 - (b) require the party served with the Default Notice to rectify the default within 14 days after service of the Default Notice (excluding the date of service).
- 21.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 21.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 21.9 Clauses 22.1 to 22.2 will apply as applicable where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 21.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 21.11 The parties agree that the time referred to in clauses 21.2 and 21.6(b) is fair and reasonable.

22 TERMINATION – BUYER DEFAULT

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

22.2 In addition to any money kept or recovered under clause 22.1, 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.

22.3 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 22.1, the Buyer acknowledges that the Seller is entitled to, and will, call upon the Deposit Bond or Bank Guarantee immediately after serving the termination notice.

23 TERMINATION – SELLER DEFAULT

23.1 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.

24 RESCISSION

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

- (a) the Deposit or Security Payment (as applicable) 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.

25 DAMAGES FOR DELAY IN COMPLETION

25.1 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 7 days after the Date for Completion to Completion; and
- (b) the amount of \$660 (including GST) to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.

25.2 The party at fault must pay the amount specified in clause 25.1 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

25.3 The parties agree that:

- (a) the amount of any damages payable under clauses 25.1(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.

26 FOREIGN BUYER

26.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975*.

26.2 This clause is an essential term.

27 GST

27.1 The Buyer and the Seller agree that the Margin Scheme applies to the Supply of the Land.

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

28 INSOLVENCY

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

28.2 If the Seller receives notice that the Buyer has suffered an Insolvency Event (either pursuant to clause 28.1 or by some other means), the Seller may terminate this Contract and clause 22 applies.

29 POWER OF ATTORNEY

29.1 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.

30 NOTICES CLAIMS AND AUTHORITIES

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

30.2 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) by delivering it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Working Day following delivery); or
- (e) send it by facsimile to a party's solicitor, and unless it is not received a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent; or
- (f) send it by email to an email address of the party's solicitor (whether to the solicitor's firm generally or specifically to the practitioner specified on the Schedule) as notified from time to time and, unless it is not received, or 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.

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

30.4 If a notice is served in accordance with clause 30.2(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.

30.5 If a notice is served in accordance with clause 30.2(b), the notice is taken to have been received on the day 2 Working Days after it was posted.

31 BUSHFIRE PROTECTION

31.1 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.

32 CAT CONTAINMENT

32.1 The Land is part of an area which may be 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.

33 GEOTECHNICAL INFORMATION

33.1 The Site Classification Certificate with respect to this Land has been disclosed in this Contract.

33.2 If there is any variation to the Site Classification Certificate prior to Completion, the Seller may notify the Buyer and provide:

(a) a copy of the final form of the amended document; or

(b) the variations,

to the Buyer prior to Completion.

33.3 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 20 of this Contract in respect of any matter set out in the Site Classification Certificate.

34 DEFINITIONS

34.1 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 ACTEW Corporation Limited (ACN 069 381 960) or its successors and permitted assigns;

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

Application to Register a Crown Lease means the prescribed form approved under the *Land Titles Act 1925 (ACT)* - Form 31 - ACL - Application to register crown lease, or any form that replaces it;

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 Details Plan means the plan described as such in the Throsby Housing Development Guide;

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;

Covenant includes restrictive covenant;

Default Notice means a notice in accordance with clauses 21.5 and 21.6;

Domestic Partner has the meaning in the *Legislation Act 2001* (ACT);

Deposit means the deposit forming part of the Price specified in the Schedule;

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 plan relating to the Land and registered under Section 7 of the *Districts Act 2002* (ACT), marked at Annexure C in this Contract;

Development has the meaning in the Planning Act;

Encumbrance includes an unregistered or statutory encumbrance, but does not include an encumbrance that is to be released or discharged on or before Completion;

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;

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.

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 Standard Lease which may, where the Land is affected by an easement identified in the Throsby Housing Development Guide, include an annexure or additional provisions detailing the terms of the easement;

Notice to Complete means a notice in accordance with clauses 21.1 and 21.2 requiring a party to complete;

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;

Planning Act means the *Planning and Development Act 2007* (ACT);

Planning and Land Authority means the body corporate established in accordance with the Planning Act;

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

Site Classification Certificate means the Site Classification Certificate annexed to this Contract at Annexure D;

Specimen Crown Lease means the Specimen Standard Lease annexed to this Contract at Annexure B;

Standard Lease means a crown lease that is not subject to the provisions of the Land Rent Act that will be granted in accordance with the Planning Act in a form similar to the Specimen Standard Lease;

TAMSD means the Territory and Municipal Services Directorate or its successors or permitted assigns;

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

Throsby Housing Development Guide means the Throsby Housing Development Guide annexed to this Contract or as amended from time to time;

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

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

Works means the works that the Seller is required to undertake in order to comply with the development application in relation to, and obtain Operational Acceptance for, the Stage.

35 INTERPRETATION

35.1 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.

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

35.3 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, except in the case of clause 2.1.

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

ANNEXURE A - THROSBY HOUSING DEVELOPMENT GUIDE



THROSBY HOUSING DEVELOPMENT GUIDE AMENDMENT 4

The Land Development Agency (LDA) provides a Housing Development Guide for all residential land sold in LDA estates.

The *Throsby Housing Development Guide Amendment 3, July 2016* has been replaced by the *Throsby Housing Development Guide Amendment 4, February 2017*. The changes are explained below.

Please contact the LDA on 1800 777 952 if you have any questions or would like further information.

AMENDMENT 4	
DATE	REFERENCE DOCUMENT
28 February 2017	3. STANDARD SERVICING CONDITIONS AND ADVICE
Section Omitted	
<p>3.1.5 NATURAL GAS</p> <p>Prior to the grant of the Crown Lease to the Buyer, each Block will be provided with service ties for natural gas. Buyers are responsible for arranging the connection of natural gas to their Block. Further information including information on the availability, terms and conditions under which natural gas will be made available and any requirements which may affect construction on a Block can be obtained from: ActewAGL "New Connections" Telephone: 1800 680 430</p>	
Section Included	
<p>3.1.5 NATURAL GAS</p> <p>Prior to the grant of the Crown Lease to the Buyer, provision for Gas supply will be made in the verge for connection to each block. Buyers are responsible for arranging the connection of natural gas to their Block. Gas tie locations shall be subject to approval from ActewAGL or its sub-contractors. If the gas tie location impacts on the concrete driveway crossovers within the verge it will be the responsibility of the Buyer to remove and reinstate the driveway crossover.</p> <p>Further information including information on the availability, terms and conditions under which natural gas will be made available and any requirements which may affect construction on a Block can be obtained from: ActewAGL "New Connections" Telephone: 1800 680 430</p>	



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DATE	REFERENCE DOCUMENT
28 February 2017	Attachment C – Block Fill Plan

BLOCK LEVEL CHANGES

The following table represents the typical change in finished block level from that shown in Housing Development Guidelines due to reduced thickness of topsoil placed on blocks. It is noted that where back of blocks services occur, the original surface level has been maintained generally within the service easement only, while the remainder of the block has been graded lower as indicated in the table below. The finished verge levels have not changed, with the revised block grading tapered to match to the finished verge levels.

The topsoil thickness on blocks in Stages 1 and 2 are typically 50mm thick with levels generally 150mm lower than those in the housing development guidelines. Topsoil thickness on blocks in Stage 3 is generally 50mm thick with finished surface levels generally 50mm lower than those in the housing development guidelines. Disturbed areas in open spaces are graded to finished design levels including 200mm thick topsoil.

Stage 1

Section	Block	Typical level difference (mm)
50	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
51	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	-150
	16	-150



	17	-150
	18	-150
	19	-150
	20	-150
	21	-150
	22	-150
	23	-150
	24	-150
	25	-150
	26	-150
	27	-150
	28	-150
	29	-150
	30	-150
	31	-150
	32	-150
	33	-150
	34	-150
	35	-150
	36	-150
	37	-150
53	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	-150
	16	-150
	17	-150
	18	-150
	19	-150
	20	-150
	21	-150
	22	-150
	23	-150
	24	-150
	25	-150
	26	-150
	27	-150
	28	-150



	29	-150
	30	-150
	31	-150
	32	-150
	33	-150
	34	-150
	35	-150
	36	-150
	37	-150
	38	-150
	39	-150
	40	-150
	41	-150
	42	-150
	43	-150
	44	-150
	45	-150
	46	-150
	47	-150
	48	-150
	49	-150
	50	-150
	51	Open Space
	52	Open Space
54	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	-150
	16	-150
	17	-150
	18	-150
	19	-150
	20	-150
	21	-150
	22	-150
	23	-150
	24	-150
	25	-150



	26	-150
	27	-150
	28	-150
	29	-150
	30	-150
	31	-150
55	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	-150
	16	-150
	17	-150
	18	-150
	19	-150
	20	-150
	21	-150
	22	-150
	23	-150
	24	-150
	25	-150
	26	-150
	27	-150
	28	-150
	29	-150
	30	-150
	31	-150
56	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150



	13	-150
57	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	-150
	16	-150
	17	-150
	18	-150
	19	-150
	20	-150
	21	-150
	22	-150
	23	Open Space
58	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
59	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	-150
	16	-150
	17	-150



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	18	-150
	19	-150
	20	-150
	21	-150
	22	-150
	23	-150
	24	Open Space
60	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	Open Space
61	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	-150
	16	-150
	17	-150
	18	-150
	19	Open Space
62	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
63	1	-150
	2	-150
	3	-150
	4	-150



	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
Stage 2		
Section	Block	Typical level difference (mm)
23	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
28	1	11818
30	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	-50
	16	-100
	17	-150
	18	-150
	19	-150
	20	-150
	21	Open Space
31	1	-150
	2	-150
	3	-150



	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	-150
	16	-150
	17	-150
	18	-150
	19	-150
	20	-150
	21	-150
	22	-150
	23	-150
	24	-150
	25	-150
	26	-150
	27	-150
	28	-150
	29	-150
	30	-150
32	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
33	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	-150



	16	-150
	17	-150
	18	-150
	19	-150
	20	-150
	21	-150
	22	-150
	23	-150
	24	-150
	25	-150
34	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	Open Space
35	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	-150
	16	-150
	17	-150
	18	-150
	19	-150
	20	-150
	21	-150
	22	-150
	23	-150
	24	-150



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	25	-150
	26	-150
	27	-150
	28	-150
	29	-150
	30	-150
	31	-150
	32	-150
36	1	-150
	2	-0
	3	-0
	4	-0
	5	-0
	6	-0
	7	-0
	8	-0
	9	-0
	10	-0
	11	-150
	12	-150
	13	-150
	14	-150
	15	-150
	16	-150
	17	-150
	18	-150
	19	-150
	20	-150
	21	-150
	22	-150
	23	-150
	24	-150
	25	-150
	26	-150
	27	-150
	28	-150
37	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150



14	-150
15	-150
16	-150
17	-150
18	-150
19	-150
20	-150
1	-100
2	-150
3	-150
4	-150
5	-150
6	-150
7	-150
8	-150
9	-150
10	-150
11	-150
12	-150
13	-150
14	-150
15	-150
16	-150
17	-150
18	-150
19	-150
20	-150
21	-150
22	-150
23	-150
24	-150
25	-150
26	-150
27	-150
28	-150
29	-150
30	-150
31	-150
32	-150
33	-150
34	-150
35	-150
36	-150
37	-150
38	-150
39	-150
40	-150
41	-150
42	-150



	43	-100
	44	-100
	45	-100
39	1	-100
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	-150
	16	-150
	17	-150
	18	-150
	19	-150
	20	-150
	21	-150
	22	-150
	23	-100
	24	-100
40	1	-50
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	-150
	16	-150
	17	-150
	18	-150
	19	-150
	20	-150
	21	-150
	22	-150



	23	-100
	24	-50
41	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
42	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	-150
	16	-150
	17	-150
18	-150	
19	-150	
20	-150	
43	1	0
	2	0
	3	0
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150



	15	0
	16	0
	17	0
	18	0
	19	0
	20	0
44	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	-150
	16	-150
	17	-150
	18	-150
	19	-150
	20	-150
45	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-100
	11	-100
	12	-100
	13	-100
	14	-100
	15	-150
	16	-150
	17	-150
	18	-150
	19	-150
	20	-150
	21	-150
	22	-150
	23	-150



	24	-150
	25	-150
	26	Open Space
49	1	-150
	2	-150
	3	-150
	4	-150
	5	-150
	6	-150
	7	-150
	8	-150
	9	-150
	10	-150
	11	-150
	12	-150
	13	-150
	14	-150
	15	-150
	16	-150
	17	-150
	18	-150
	19	-150
	20	-150
21	-150	
22	-150	
	23	Open space

Stage 3

Section	Block	Typical level difference (mm)
2	1	-50
	2	-50
	3	-50
	4	-50
	5	-50
	6	-50
	7	-50
	8	-50
	9	-50
	10	-50
	11	-50
	12	-50
	13	-50
	14	-50
	15	-50
3	1	-50
4	1	-50
	2	-50
	3	-50
	4	-50



	5	-50
	6	-50
	7	-50
	8	-50
	9	-50
	10	-50
	11	-50
	12	-50
	13	-50
	14	-50
6	1	Open Space
9	1	-50
	2	-50
	3	-50
	4	-50
	5	-50
	6	-50
	7	-50
	8	-50
	9	-50
	10	-50
	11	-50
	12	-50
	13	-50
	14	-50
	15	-50
	16	-50
10	1	-50
	2	-50
	3	-50
	4	-50
	5	-50
	6	-50
	7	-50
	8	-50
	9	-50
	10	-50
	11	-50
	12	Open Space
11	1	-50
	2	-50
	3	-50
	4	-50
	5	-50
	6	-50
	7	-50
	8	-50
	9	-50
	10	-50



	11	-50
	12	-50
	13	-50
	14	Open Space
12	1	-50
	2	-50
	3	-50
	4	-50
	5	-50
	6	-50
	7	-50
	8	-50
	9	-50
	10	-50
	11	-50
	12	-50
	13	-50
	14	-50
	15	-50
	16	-50
	17	-50
	18	-50
	19	-50
13	1	-50
	2	-50
	3	-50
	4	-50
	5	-50
	6	-50
	7	-50
	8	-50
	9	-50
	10	-50
	11	-50
	12	-50
	13	-50
	14	-50
	15	-50
	16	-50
	17	Open Space
14	1	-50
	2	-50
	3	-50
	4	-50
	5	-50
	6	-50
	7	-50
	8	-50
	9	-50



	10	-50
	11	-50
	12	-50
	13	-50
	14	-50
	15	-50
15	1	-50
	2	-50
	3	-50
	4	-50
	5	-50
	6	Open Space
	7	-50
	8	-50
	9	-50
	10	-50
	11	-50
	12	-50
	13	-50
	14	-50
	15	-50
	16	-50
	17	-50
	18	-50
	19	-50
	20	-50
	21	-50
	22	-50
	23	Open Space
16	1	-50
	2	-50
	3	-50
	4	-50
	5	-50
	6	-50
	7	-50
	8	-50
	9	-50
	10	-50
	11	-50
	12	-50
	13	-50
	14	-50
	15	-50
	16	-50
	17	-50
	18	-50
	19	-50
	20	-50



	21	-50
	22	-50
	23	Open Space
	24	Open Space
17	2	0
	3	0
18	1	0
19	1	-50
	2	-50
	3	-50
	4	-50
	5	-50
	6	-50
	7	-50
	8	-50
	9	-50
	10	-50
	11	-50
	12	-50
	13	-50
	14	-50
	15	-50
	16	-50
	17	-50
	18	-50
	19	-50
	20	-50
	21	-50
	22	-50
	23	-50
20	1	-50
	2	-50
	3	-50
	4	-50
	5	-50
	6	-50
	7	-50
	8	-50
	9	-50
	10	-50
21	1	Open Space
22	1	-50
	2	-50
	3	-50
	4	-50
	5	-50
	6	-50
	7	-50
	8	-50



	9	-50
	10	-50
	11	-50
24	1	Open Space
25	1	Open Space



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THROSBY HOUSING DEVELOPMENT GUIDE AMENDMENT 3

The Land Development Agency (LDA) provides a Housing Development Guide for all residential land sold in LDA estates.

The *Throsby Housing Development Guide Amendment 2, March 2016* has been replaced by the *Throsby Housing Development Guide Amendment 3, July 2016*. The changes are explained below.


Please contact the LDA on 1800 777 952 if you have any questions or would like further information.

DATE	REFERENCE DOCUMENT
1 July 2016	Table 4.1 BLOCK SCHEDULE
Omit:	
17	1 15311 47 32
Insert:	
17	2 6994 23 32
17	3 8317 24 32
1 July 2016	4.9 EXTERNAL NOISE MITIGATION
Omit Section and insert:	
4.9 BLOCKS – NOT NOISE AFFECTED	
Residential Blocks that have been deemed not noise affected for the purpose of R42 of the <i>Residential Zones – Single Dwelling Housing Development Code</i> . These Blocks are identified in the Block Details Plans at Attachment B.	
1 July 2016	4.12 COURTYARD WALLS
Insert after last sentence:	
The typical courtyard wall will be - See Attachment 1: Throsby Courtyard wall.	
1 July 2016	4.17 DRIVEWAYS TO REAR LANES
Rename to 4.20 DRIVEWAYS TO REAR LANES	
1 July 2016	4.17 NO VEHICULAR ACCESS
Access to blocks is to be taken from rear lanes, vehicular access is not permitted from address streets. The Block Details Plans at Attachment B indicates locations where vehicular access is not permitted.	
1 July 2016	4.18 ACOUSTIC COURTYARD WALL 1
The Block Details Plans at Attachment B indicates locations where an acoustic courtyard wall is required. Courtyard walls will be permitted to zero setback for the nominated boundary for the purpose of R24, R25 and R26 of the <i>Residential Zones – Single Dwelling Housing Development Code</i> . The length of the wall is to extend along the boundary as shown on the Block Details Plans. The typical acoustic courtyard wall will be - See Attachment 2: Acoustic Courtyard Wall	



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THROSBY HOUSING DEVELOPMENT GUIDE AMENDMENT 3

1 July 2016	4.19 ACOUSTIC COURTYARD WALL 2
<p>The Block Details Plans at Attachment B indicates locations where an acoustic courtyard wall is required. Location and minimum lengths are shown on the Block Details Plans. The walls may extend along the boundary as permitted by R24, R25 and R26 of the <i>Residential Zones – Single Dwelling Housing Development Code</i>. The typical acoustic courtyard wall will be: See Attachment 2.</p>	
1 July 2016	4.20 DRIVEWAYS TO REAR LANES
<p>Omit dot points in 4.20 and replace with:</p> <ul style="list-style-type: none"> • Block 3 on section 57 • Block 20 on section 57 • Block 28 on section 31 • Block 1 of section 62 • Block 13 on section 62 • Block 1 of section 58 • Block 8 of section 58 • Block 18 on section 31 • Block 25 on section 31 • Block 1 on section 31 	
1 July 2016	Attachment B – Block Details Plans
<p>Sheet 1 through to Sheet 40 are omitted and replaced to reflect relevant amendments detailed above.</p>	
1 July 2016	Attachment C – Fill on Blocks Plans
<p>Sheet 1 through to Sheet 40 are omitted and replaced to reflect relevant amendments detailed above</p>	





INFILL PANEL PANEL TO HAVE VERTICAL EXPRESSION AND BE AN AVERAGE OF 20% TRANSPARENT, HARDWOOD TIMBER IN NATURAL FINISH OR METAL PICKET IN DARK COLOUR, POWDERCOATED FINISH.

MASONRY PIER AND BASE WALL, RENDERED FINISH WITH INTEGRAL COLOUR. COLOUR TO BE NEUTRAL AND GENERALLY TO MATCH MAIN DWELLING.

AVERAGE 2.5m

AVERAGE 0.4m

AVERAGE 1.5m

Typical Courtyard Wall Elevation
 scale as A3 1:20

AVERAGE 2.5m



INFILL PANEL. PANEL TO HAVE VERTICAL EXPRESSION AND HAVE NO GAPS BETWEEN INDIVIDUAL PANELS, OR BETWEEN THE PANELS AND THE MASONRY PIER. HARDWOOD TIMBER IN NATURAL FINISH IN DARK COLOUR. TIMBER TO HAVE A MINIMUM SURFACE WEIGHT OF 15KG/M².

MASONRY PIER AND BASE WALL. RENDERED FINISH WITH INTEGRAL COLOUR. COLOUR TO BE NEUTRAL AND GENERALLY TO MATCH MAIN DWELLING.

8 Outside Courtyard Wall Elevation
scale 1:100



THROSBY HOUSING DEVELOPMENT GUIDE AMENDMENT 2

The Land Development Agency (LDA) provides a Housing Development Guide for all residential land sold in LDA estates.

The *Throsby Housing Development Guide Amendment 1, January 2016* has been replaced by the *Throsby Housing Development Guide Amendment 2, March 2016*. The changes are explained below.

Please contact the LDA on 1800 777 952 if you have any questions or would like further information.

AMENDMENT 2	
DATE	REFERENCE DOCUMENT
2 March 2016	Section 4.16 Blocks of 500-549m ²
4.16 BLOCKS OF 500-549m² The Block Details Plans at Attachment B indicates blocks that are within this range of areas as applicable to R21 of the Single Dwelling Development Code.	



THROSBY HOUSING DEVELOPMENT GUIDE AMENDMENT 1

The Land Development Agency (LDA) provides a Housing Development Guide for all residential land sold in LDA estates.

The Throsby Housing Development Guide November 2015 has been replaced by the Throsby Housing Development Guide Amendment 1, January 2016 The changes are explained below.

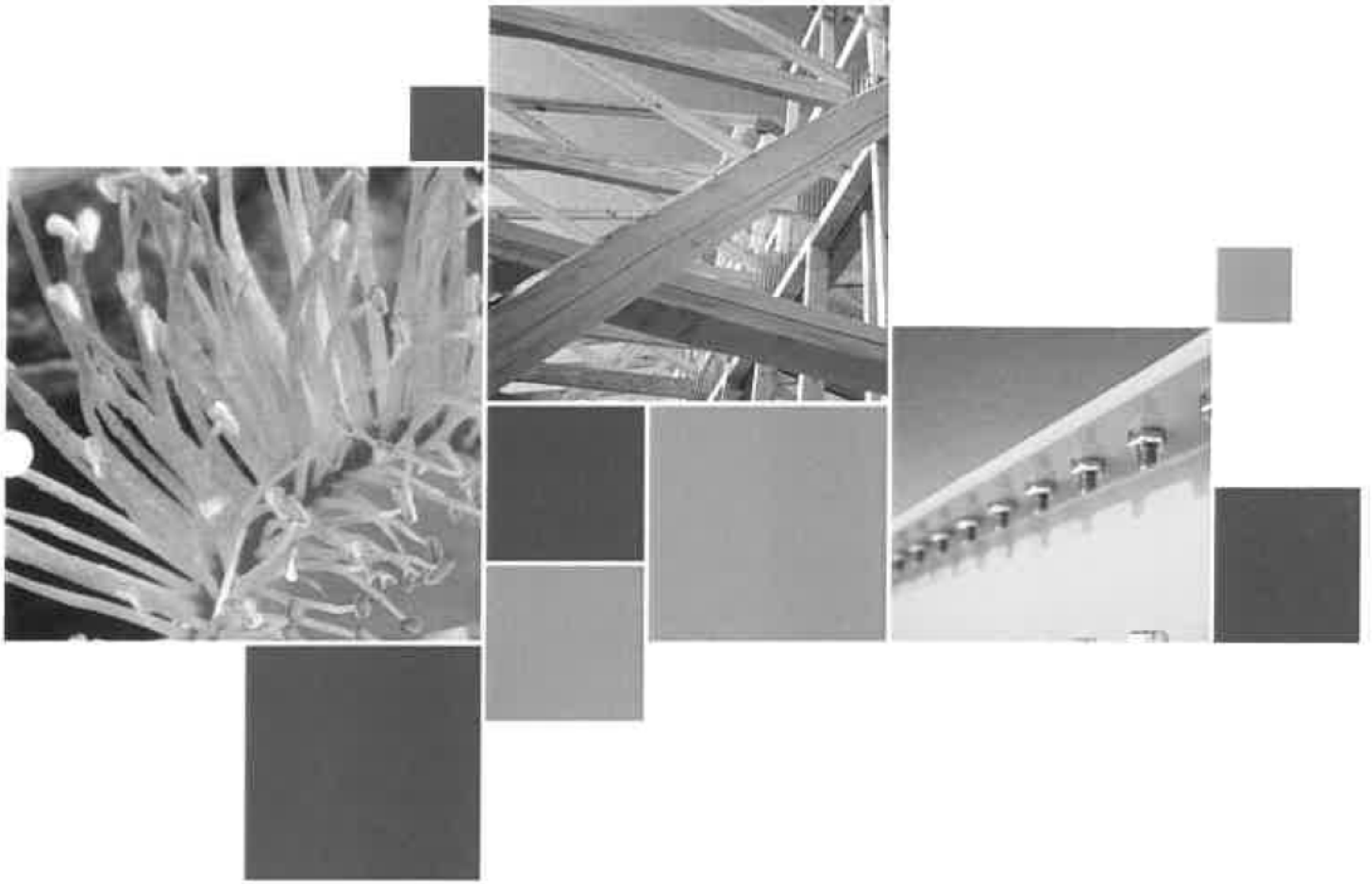
Please contact the LDA on 1800 777 952 if you have any questions or would like further information.

AMENDMENT 1	
DATE	REFERENCE DOCUMENT
4 January 2016	Attachment B – Block Details Plan
Sheet 1 through to sheet 40 are updated to correct a misprint in the legend: R = Blocks of 500-549m ² (refer to Section 4.16)	
4 January 2016	Section 4.17 - Driveways to rear lanes should read.
<h3>4.17 DRIVEWAYS TO REAR LANES</h3> <p>Each driveway transition from fully paved lane verge to level garage floor is to be wholly contained within the block as per the detail below (not to scale). The necessary warped transition (shown shaded grey) can be achieved within the garage door reveal. <i>Garage floor levels shall be at no lower than the rear lane verge level at the property boundary as indicated on the detail below.</i></p>	



ACT
Government
Economic Development

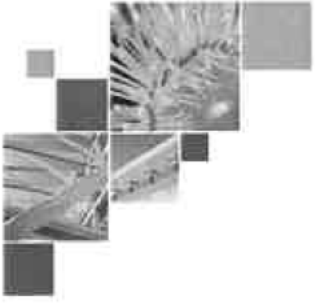
**Land
Development
Agency**
CANBERRA FIRST



THROSBY HOUSING DEVELOPMENT GUIDE

November 2015





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1. INTERPRETING THIS GUIDE

1.1 DEFINITIONS

In this Housing Development Guide the following terms have the following meaning unless the context indicates otherwise:

ActewAGL	means a joint venture company that owns, operates and maintains the electricity and gas services on behalf of ACTEW Corporation Limited (ACN 069 381 960).
Block	means a residential block of land within the Estate.
Block Details Plan	means the Block Details Plan at Attachment B of this Housing Development Guide.
Block Fill Plan	means the Block Fill Plans at Attachment C of this Housing Development Guide.
Buyer	means the Buyer specified in the First Grant Contract or potential buyers of Blocks.
Code	means a code in the Territory Plan.
Concept Plan	means a concept plan in the Territory Plan.
Crown Lease	means, in relation to a: a) single residential Block, (i) a Standard Lease being a lease that is not subject to the provisions of the <i>Land Rent Act 2008</i> (ACT) and that will be granted by EPD on behalf of the Commonwealth of Australia in a form similar to the specimen lease marked "Specimen Standard Lease" at Attachment D to this Housing Development Guide, or any updated version (current version available for download at www.lda.act.gov.au) that replaces it; or (ii) a Land Rent Lease being a lease subject to the provisions of the <i>Land Rent Act 2008</i> (ACT) that will be granted by ACTPLA on behalf of the Commonwealth of Australia in a form similar to the Specimen Lease marked "Specimen Land Rent Lease" at Attachment D to this Housing Development Guide, and includes any updated version (current version available for download at www.lda.act.gov.au) that replaces it; or b) multi unit Block, a lease that will be granted by the Environment and Planning Directorate (EPD) on behalf of the Commonwealth of Australia.
Deposited Plan	means the plan relating to the land and registered under Section 7 of the <i>Districts Act 2002</i> (ACT).
EPD	means the Environment and Planning Directorate, incorporating the ACT Planning and Land Authority.
Estate	means the estate specified on the front page of this document.
First Grant Contract	means a contract for the sale of the grant of a Crown Lease for a Block, between the LDA and the Buyer, a sample copy of which is available on the LDA's website or for collection from the LDA.
Heritage Register	means the interim heritage places register or the heritage places register defined in the <i>Heritage Act 2004</i> (ACT).



ICON Water	means a company operates and maintains the water and sewage services on behalf ICON Water Limited (ABN 86 069 381 960)
LDA	means the Land Development Agency.
NBN Co	means the National Broadband Network.
Settlement	means when the First Grant Contract is completed and a Crown Lease is granted to a Buyer for the Block substantially in the form of the applicable Specimen Crown Lease.
Structure Plan	means a structure plan in the Territory Plan.
TAMS	means the Territory and Municipal Services Directorate.
Territory Land	means land that has not been leased under the <i>Planning and Development Act 2007 (ACT)</i> and is under the control of the Territory, including public open spaces.
Territory Plan	means the <i>Territory Plan 2008</i> .
Utility Provider	means the providers of utilities to Blocks including, but not limited to, water, gas, electricity and sewerage.

1.2 INTERPRETATION

In this Housing Development Guide:

- a reference to the Seller or to the Buyer includes the executors and administrators of any of them if an individual and the successors of any of them if a corporation;
- the singular includes the plural, and vice versa;
- a reference to a person includes a body corporate;
- a term not otherwise defined has the same meaning as in the *Legislation Act 2001 (ACT)*;
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it;
- headings are inserted for convenience only;
- the word "including" is used without limitation; and
- if there is more than one Buyer the obligations which they undertake bind them jointly and individually.



2. INTRODUCTION TO THIS GUIDE

2.1 GENERAL

This Housing Development Guide has been prepared by the LDA to provide a guide to the development of Blocks within the Estate of Throsby. In entering into a First Grant Contract the Buyer is acknowledging that they are “buying off the plan” and that final details regarding the land and surrounding areas may change before settlement occurs. The ACT Government will make available a final Deposited Plan of verge and road infrastructure immediately prior to settlement of the First Grant Contract.

2.2 HOW TO READ THIS HOUSING DEVELOPMENT GUIDE

The Housing Development Guide is broken into four parts.

Part 1 – Interpreting this Guide.

Part 2 – Introduction to this Guide including reference material and information on what happens if there are changes to this Housing Development Guide.

Part 3 – Standard Servicing Conditions and Advice which applies to most residential properties in the ACT.

Part 4 – Block Specific Requirements applicable to Blocks in the Estate.

2.3 WARNING AND DISCLAIMERS

This Housing Development Guide must be adhered to and should be read in conjunction with the First Grant Contract and all applicable laws including the reference material listed below in Section 2.4 of this Housing Development Guide.

This Housing Development Guide does not replace or fully represent the codes, conditions, legislative and regulatory requirements or the terms and conditions set out in the First Grant Contract. However compliance is mandatory under the First Grant Contract.

Buyers should pay special attention to the content of this document (and subsequent updates) which is to be read as warnings for the Buyers:

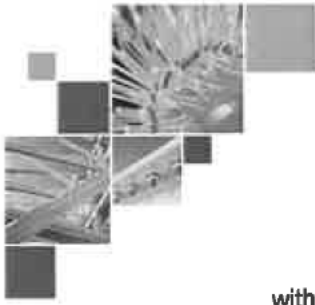
- regarding the accuracy and limitations of the information provided; and
- that information provided in the Block Details Plans and Block Fill Plans is indicative only and is subject to change in relation to engineering and landscape details.

Buyers should:

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

The Territory and the LDA disclaim all liability (including liability for negligence) in respect of:

- the information provided in this Housing Development Guide, including attachments; and
- any matter contained in the Block Fill Plans at Attachment C of the Housing Development Guide or the existence of regrading, fill or other disability on any land



within the Estate, whether caused by the Commonwealth of Australia, the LDA, its agents or servants, previous owners or occupants or otherwise.

2.4 REFERENCE MATERIAL

Buyers must comply with the following:

- *Territory Plan 2008*;
- the *Throsby Concept Plan*;
- the *East Gungahlin Structure Plan*;
- the *Planning and Development Act 2007 (ACT)*; and
- the *Planning and Development Regulation 2008 (ACT)*.

In particular, Buyers should familiarise themselves with any Codes, Structure Plans and Concept Plans relevant to the Estate included in the Territory Plan.

The reference material can be obtained online through:

- the ACT Planning and Land Authority (ACTPLA) website: www.planning.act.gov.au – click on the Territory Plan icon; or
- the ACT Legislation Register: www.legislation.act.gov.au

Information about the reference material can also be obtained in person from:

EPD
Ground Floor South
Dame Pattie Menzies House
16 Challis Street
Dickson ACT 2602
Telephone: (02) 8207 1923

2.5 VARIATIONS TO GUIDE

The LDA reserves the right to vary the Housing Development Guide from time to time.

Variations to the Housing Development Guide will be issued via an addendum to affected Buyers who have entered into a First Grant Contract for a Block (except for variations to Attachment D).

If EPD updates the single residential Crown Lease at Attachment D of this Housing Development Guide, the LDA will not issue an addendum. The current version of the Specimen Crown Leases can be found at www.lda.act.gov.au. Buyers are responsible for making their own enquiries as to the version of the Crown Lease that will be granted at Settlement.