

ANNEXURE B – SPECIMEN CROWN LEASES

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SPECIMEN ONLY

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



Volume Folio

CONDITIONS APPLICABLE

MOP (No.) Annexure

LEASE No

AUSTRALIAN CAPITAL TERRITORY CROWN LEASE

PLANNING AND DEVELOPMENT ACT 2007

AUSTRALIAN CAPITAL TERRITORY (PLANNING & LAND MANAGEMENT) ACT 1998 (C/11) ss. 29,30 & 31

THE PLANNING AND LAND AUTHORITY ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA IN EXERCISING ITS FUNCTIONS GRANTS TO THE LESSEE THE LAND 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

Table with 5 columns: DISTRICT/DIVISION, SECTION, BLOCK, DEPOSITED PLAN, APPROXIMATE AREA square metres

2. LESSEE'S NAME AND ADDRESS

Empty box for Lessee's name and address

3. FORM OF TENANCY

Empty box for 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 298 of the Planning and Development Act 2007.

7. VARIATIONS TO MEMORANDUM OF PROVISIONS

Not Applicable

THIS DOCUMENT SHOULD BE PRESENTED TO THE ACT REVENUE OFFICE FOR NOTATION PRIOR TO LODGEMENT AT THE REGISTRAR-GENERAL'S OFFICE

8. EXECUTION

SIGNED BY	
SIGNATURE OF LESSEE	SIGNATURE OF WITNESS
	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:	
-------	--



ACT
Government

Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

ANNEXURE

Land Titles Act 1925

SPECIMEN ONLY

Form 029 - ANN

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

ANNEXURE TO (Insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Crown Lease	2

1. The Authority, on behalf of the Commonwealth, grants over that part of the land ("Land") identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
2. The service provider may:
 - (1) provide, maintain and replace services supplied by that service provider through the Land within the site of the Easement; and
 - (2) do anything reasonably necessary for that purpose, including without limitation:
 - (a) entering or passing through the Land;
 - (b) taking anything on to the Land; and
 - (c) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
3. In exercising the powers in paragraph 2, the service provider must take all reasonable steps to:
 - (1) ensure that the work carried out on the Land causes as little disruption, inconvenience and damage as is practicable; and
 - (2) ensure that the Land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out.
4. Paragraph 3(2), does not require the service provider to restore:
 - (1) the Land to a condition that would result in:
 - (a) an interference with:
 - (i) any service on or through the Land; or
 - (ii) access to any service on or through the Land; or
 - (b) a contravention of a law of the Territory; or

SPECIMEN ONLY

(2) any building or structure placed or constructed on any part of the Land comprising the Easement.

5. The Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the Land comprising the Easement UNLESS written advice from the service provider is obtained;
6. For the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewage.
7. Nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

SPECIMEN ONLY



Access Canberra

Chief Minister,



MOP3025655

18/09/2020 DB 34:43 Taur L

3025655

Form 049 - MOP

Land Titles Act 1925

This memorandum contains provisions that are intended for inclusion in instruments to be lodged for registration by:

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Irma Sare	Environment Planning and Sustainable Development Directorate		62071896

NAME OF ORGANISATION WHO DEVELOPED THE MOP (Applicant)
Environment Planning and Sustainable Development Directorate

NATURE OF INSTRUMENT TYPE (For Example – Memorandum of Sublease)
Memorandum of Provisions

PROVISIONS (Please state provisions in full. If not enough space provided, please use Form 029 – ANN - Annexure)
I, Irma Sare, being a delegate of the Environment, Planning and Sustainable Development Directorate (EPSDD) in exercising its functions, APPLY to you to register the attached Memorandum of Provisions. I certify that this memorandum (comprising 6 pages) is lodge on behalf of EPSDD and contains provision that are to be incorporated by reference in such Crown lease as referred to in the memorandum.
Memorandum of Provision No 3025655 is submitted herewith in accordance with section 103A of the Land Titles Act 1925.

CERTIFICATION *Delete the inapplicable
Applicant
*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
Signed By:
Delegate of the Planning and Land Authority 17/9/2020

OFFICE USE ONLY			
Lodged by		Registered date / by	18 SEP 2020
Data entered by		Attachments/Annexures	18 SEP 2020 6 Pages

**AUSTRALIAN CAPITAL TERRITORY
LAND TITLES ACT 1925
Section 103A**

Memorandum Of Provisions

Memorandum of Provisions No.3025655

1. INTERPRETATION

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

- 1.1 'Act' - the Planning and Development Act 2007;
- 1.2 'Authority' - the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- 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 and Development Regulations 2008;
- 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' - the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- 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' - 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;

SOLID FUEL HEATING SYSTEM

- 2.6 not install or use a solid fuel heating system on the Premises without the prior written approval of the Authority;

PRESERVATION OF TREES

- 2.7 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

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

RIGHT OF INSPECTION

- 2.9 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

- 2.10 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

- 2.11 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;

RESTRICTION ON ASSIGNMENT

2.12 not assign or transfer ("assignment") the whole or any portion of the premises, within three (3) years of the date of grant of this lease, unless:

(i) written consent has been obtained from the Suburban Land Agency or its successors; and

(ii) the Authority has previously granted its consent in writing

to the proposed assignment.

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 and Development Act 2007.



.....
Signed by **BRETT PHILLIPS**)
a delegate authorised to execute this)
Memorandum of Provisions on behalf)
of the Commonwealth)

8. EXECUTION

SIGNED BY

SIGNATURE OF LESSEE

SIGNATURE OF WITNESS

NAME OF WITNESS (BLOCK LETTERS)

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

SIGNATURE

NAME OF SIGNATORY (BLOCK LETTERS)

SIGNATURE OF WITNESS

OFFICE USE ONLY

EXAMINED	
VOLUME: FOLIO	
REGISTERED:	

DATE:



ACT
Government

Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

ANNEXURE

Land Titles Act 1925

SPECIMEN ONLY

Form 029 - ANN

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Crown Lease	2

1. The Authority, on behalf of the Commonwealth, grants over that part of the land ("Land") identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
2. The service provider may:
 - (1) provide, maintain and replace services supplied by that service provider through the Land within the site of the Easement; and
 - (2) do anything reasonably necessary for that purpose, including without limitation:
 - (a) entering or passing through the Land;
 - (b) taking anything on to the Land, and
 - (c) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
3. In exercising the powers in paragraph 2, the service provider must take all reasonable steps to:
 - (1) ensure that the work carried out on the Land causes as little disruption, inconvenience and damage as is practicable; and
 - (2) ensure that the Land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out.
4. Paragraph 3(2), does not require the service provider to restore:
 - (1) the Land to a condition that would result in:
 - (a) an interference with:
 - (i) any service on or through the Land; or
 - (ii) access to any service on or through the Land; or
 - (b) a contravention of a law of the Territory; or

SPECIMEN ONLY

(2) any building or structure placed or constructed on any part of the Land comprising the Easement.

5. The Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the Land comprising the Easement UNLESS written advice from the service provider is obtained;
6. For the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewage.
7. Nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

SPECIMEN ONLY



Access Canberra

Chief Minister NOPS3025652 18/09/2020 08:34 43 Taun L

3025652

Form 049 - MOP

Land Titles Act 1925

This memorandum contains provisions that are intended for inclusion in instruments to be lodged for registration by:

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Irma Sare	Environment Planning and Sustainable Development Directorate		62071896

NAME OF ORGANISATION WHO DEVELOPED THE MOP (Applicant)
 Environment Planning and Sustainable Development Directorate

NATURE OF INSTRUMENT TYPE (For Example – Memorandum of Sublease)
 Memorandum of Provisions

PROVISIONS (Please state provisions in full. If not enough space provided, please use Form 029 – ANN - Annexure)
 I, Irma Sare, being a delegate of the Environment, Planning and Sustainable Development Directorate (EPSDD) in exercising its functions, APPLY to you to register the attached Memorandum of Provisions. I certify that this memorandum (comprising 6 Pages) is lodge on behalf of EPSDD and contains provision that are to be incorporated by reference in such Crown lease as referred to in the memorandum.
 Memorandum of Provision No 3025652 is submitted herewith in accordance with section 103A of the Land Titles Act 1925.

CERTIFICATION *Delete the inapplicable
 Applicant
 *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
 Signed By: [Redacted]
 Delegate of the Planning and Land Authority
 17/9/2020

OFFICE USE ONLY			
Lodged by	[Redacted]	Registered date / by	[Redacted] 18 SEP 2020
Data entered by	[Redacted]	Attachments/Annexures	6 pages

**AUSTRALIAN CAPITAL TERRITORY
LAND TITLES ACT 1925
Section 103A**

Memorandum Of Provisions

Memorandum of Provisions No.3025652

1. INTERPRETATION

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

- 1.1 'Act' - the Planning and Development Act 2007;
- 1.2 'Authority' – the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- 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 and Development Regulation 2008;
- 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' - the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- 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' - 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 (Cth);
- 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 Territory, or to such other person or entity as is otherwise required or specified by the Land Rent Act 2008 and any other applicable law in the Australian Capital Territory the rent in the amounts and at the times determined in accordance with the Land Rent Act 2008 and any other applicable law;

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;

SOLID FUEL HEATING SYSTEM

- 2.6 not install or use a solid fuel heating system on the Premises without the prior written approval of the Authority;

PRESERVATION OF TREES

- 2.7 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

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

RIGHT OF INSPECTION

- 2.9 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

- 2.10 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

- 2.11 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.

RESTRICTION ON ASSIGNMENT

- 2.12 not assign or transfer ("assignment") the whole or any portion of the premises, unless:
- (i) written consent has been obtained from the Commissioner for Revenue or his successor; and
 - (ii) written consent has been obtained from the Suburban Land Agency or its successors within 3 years of the date of grant of the lease; and
 - (iii) the Authority has previously granted its consent in writing
- to the proposed assignment.

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

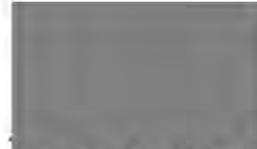
3.8 any written communication to the Lessee is given if signed on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Land or at the last-known address of the Lessee or affixed in a conspicuous position on the Premises;

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;

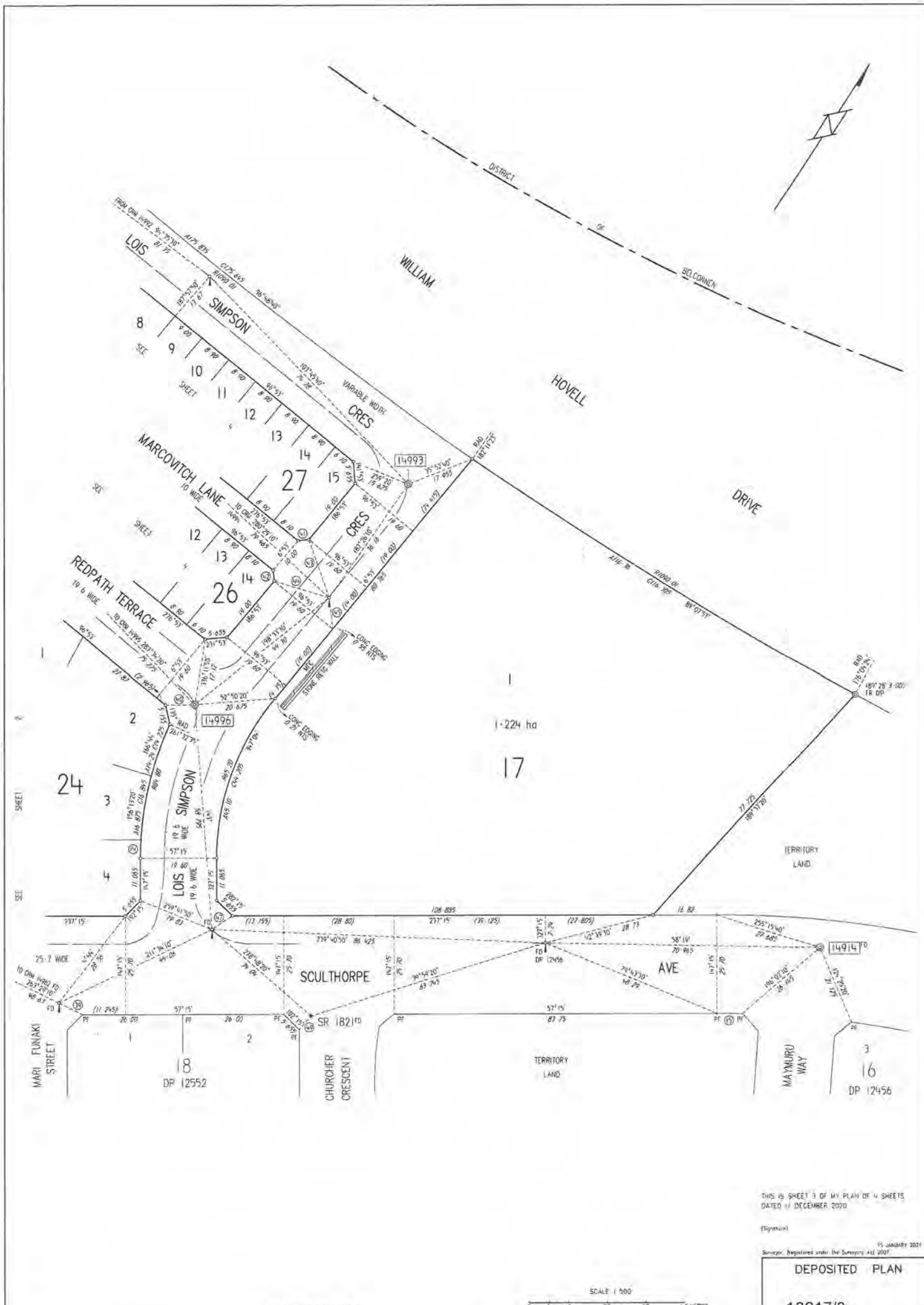
- (b) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
- (c) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.



.....
Signed by **BRETT PHILIPS**)
a delegate authorised to execute this)
Memorandum of Provisions on behalf)
of the Commonwealth)

ANNEXURE C - DEPOSITED PLAN

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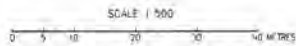


THIS IS SHEET 3 OF MY PLAN OF 4 SHEETS
DATED 11 DECEMBER 2020

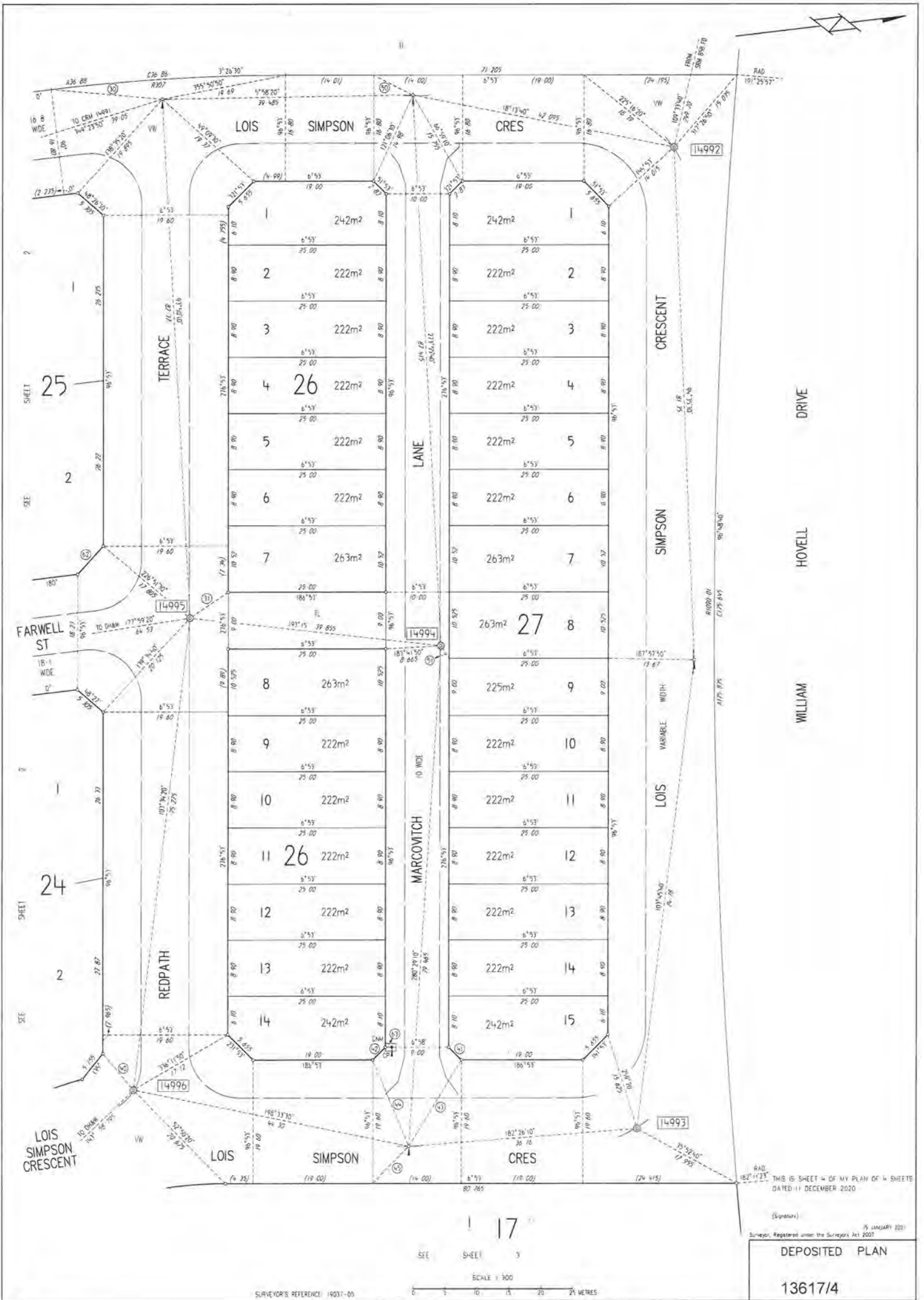
(Signature)
Surveyor Registered under the Surveyors Act 2007

DEPOSITED PLAN

13617/3



SURVEYOR'S REFERENCE: 14037-05



SHEET 25
SEE 2

SHEET 24
SEE 2

LOIS SIMPSON CRES

LOIS SIMPSON

LOIS SIMPSON CRES

17

SEE SHEET 3

SCALE 1:300



SURVEYOR'S REFERENCE: 19031-05

THIS IS SHEET 4 OF MY PLAN OF 4 SHEETS DATED 11 DECEMBER 2020


(Signature)
15 JANUARY 2021
Surveyor Registered under the Surveyors Act 2007

DEPOSITED PLAN

13617/4

ANNEXURE D - SITE CLASSIFICATION CERTIFICATE

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 D&N Geotechnical	Client	AECOM Australia Pty Ltd		
	Principal	Suburban Land Agency		
	Project	Whitlam Estate Stage 1		
	Project Number	C-0257.00		
	Location	Whitlam Estate Stage 1B2		
Site Classification to AS2870-2011				
Date of Assessment	27/01/2021			
Lot Identifier	Stage	1B2	Section	27
			Block	
Existing Subsurface conditions				
Investigation Location (s) and Date (Approximate)	TP105		26/11/2020	
	From (m)	To (m)	Summary Description	
Controlled Fill	0	0.3	SM, Silty SAND, fine to coarse, with gravel	
Controlled Fill	0.3	0.7	CL-Cl, Sandy CLAY, low to medium plasticity, with gravel	
Controlled Fill	0.7	0.9	SM, Silty SAND, fine to coarse, with gravel	
Controlled Fill	0.9	2.0	Cl, Sandy CLAY, medium plasticity, with gravel	
<i>Descriptions/Abbreviations per AS1726-2017</i>				
Excavator Refusal	<input type="checkbox"/>	Refusal encountered	Excavator Size	8t
		m below ground level		
Groundwater depth	<input type="checkbox"/>	Groundwater encountered	m below ground level	
Laboratory Testing Result	Plasticity Index	19%	Sample Depth (m)	0.5
Nearest at TP105	Liquid Limit	36%	Linear Shrinkage	8%
Characteristic Surface Movement, y_s	30	mm	Controlled fill < 5 years old	
	25	mm	Controlled fill > 5 years old	
Site Classification to AS2870-2011	Class M			
Additional Commentary				
Limitations				
1 The assessment is based on site conditions at time of report.				
2 Additional earthworks shall be controlled, in accordance with AS3798-2007, and will require reclassification				
3 Variation is possible from the investigation locations				
4 Depth to rock may be variable. Depth of fill may be variable, refer cut-fill earthworks design plan				
5 Slope Stability Hazard/Risk has not been assessed- seek additional advice for slopes > 10°				
6 Effects of trees or non-seasonal moisture changes are not included. Designer to seek further advice if trees planned.				
7 Foundation design shall be carried out in Accordance with AS2870-2011				
8 Footings shall be founded on controlled fill, alluvial soil or residual soil (or better)				
9 It is recommended a geotechnical professional inspect footing excavations prior to construction				
10 Where Controlled Fill is noted refer to Douglas Partners Level 1 Certification Report				
Attachments				
A CSIRO Building Technology File 18 (BTF18)- Foundation Maintenance and Footing Performance				

Foundation Maintenance and Footing Performance: A Homeowner's Guide



CSIRO

BTF 18
replaces
Information
Sheet 10/91

Buildings can and often do move. This movement can be up, down, lateral or rotational. The fundamental cause of movement in buildings can usually be related to one or more problems in the foundation soil. It is important for the homeowner to identify the soil type in order to ascertain the measures that should be put in place in order to ensure that problems in the foundation soil can be prevented, thus protecting against building movement.

This Building Technology File is designed to identify causes of soil-related building movement, and to suggest methods of prevention of resultant cracking in buildings.

Soil Types

The types of soils usually present under the topsoil in land zoned for residential buildings can be split into two approximate groups – granular and clay. Quite often, foundation soil is a mixture of both types. The general problems associated with soils having granular content are usually caused by erosion. Clay soils are subject to saturation and swell/shrink problems.

Classifications for a given area can generally be obtained by application to the local authority, but these are sometimes unreliable and if there is doubt, a geotechnical report should be commissioned. As most buildings suffering movement problems are founded on clay soils, there is an emphasis on classification of soils according to the amount of swell and shrinkage they experience with variations of water content. The table below is Table 2.1 from AS 2870, the Residential Slab and Footing Code.

Causes of Movement

Settlement due to construction

There are two types of settlement that occur as a result of construction:

- Immediate settlement occurs when a building is first placed on its foundation soil, as a result of compaction of the soil under the weight of the structure. The cohesive quality of clay soil mitigates against this, but granular (particularly sandy) soil is susceptible.
- Consolidation settlement is a feature of clay soil and may take place because of the expulsion of moisture from the soil or because of the soil's lack of resistance to local compressive or shear stresses. This will usually take place during the first few months after construction, but has been known to take many years in exceptional cases.

These problems are the province of the builder and should be taken into consideration as part of the preparation of the site for construction. Building Technology File 19 (BTF 19) deals with these problems.

Erosion

All soils are prone to erosion, but sandy soil is particularly susceptible to being washed away. Even clay with a sand component of say 10% or more can suffer from erosion.

Saturation

This is particularly a problem in clay soils. Saturation creates a bog-like suspension of the soil that causes it to lose virtually all of its bearing capacity. To a lesser degree, sand is affected by saturation because saturated sand may undergo a reduction in volume – particularly imported sand fill for bedding and blinding layers. However, this usually occurs as immediate settlement and should normally be the province of the builder.

Seasonal swelling and shrinkage of soil

All clays react to the presence of water by slowly absorbing it, making the soil increase in volume (see table below). The degree of increase varies considerably between different clays, as does the degree of decrease during the subsequent drying out caused by fair weather periods. Because of the low absorption and expulsion rate, this phenomenon will not usually be noticeable unless there are prolonged rainy or dry periods, usually of weeks or months, depending on the land and soil characteristics.

The swelling of soil creates an upward force on the footings of the building, and shrinkage creates subsidence that takes away the support needed by the footing to retain equilibrium.

Shear failure

This phenomenon occurs when the foundation soil does not have sufficient strength to support the weight of the footing. There are two major post-construction causes:

- Significant load increase.
- Reduction of lateral support of the soil under the footing due to erosion or excavation.
- In clay soil, shear failure can be caused by saturation of the soil adjacent to or under the footing.

GENERAL DEFINITIONS OF SITE CLASSES

Class	Foundation
A	Most sand and rock sites with little or no ground movement from moisture changes
S	Slightly reactive clay sites with only slight ground movement from moisture changes
M	Moderately reactive clay or silt sites, which can experience moderate ground movement from moisture changes
H	Highly reactive clay sites, which can experience high ground movement from moisture changes
E	Extremely reactive sites, which can experience extreme ground movement from moisture changes
A to P	Filled sites
P	Sites which include soft soils, such as soft clay or silt or loose sands; landslip; mine subsidence; collapsing soils; soils subject to erosion; reactive sites subject to abnormal moisture conditions or sites which cannot be classified otherwise

Tree root growth

Trees and shrubs that are allowed to grow in the vicinity of footings can cause foundation soil movement in two ways:

- Roots that grow under footings may increase in cross-sectional size, exerting upward pressure on footings.
- Roots in the vicinity of footings will absorb much of the moisture in the foundation soil, causing shrinkage or subsidence.

Unevenness of Movement

The types of ground movement described above usually occur unevenly throughout the building's foundation soil. Settlement due to construction tends to be uneven because of:

- Differing compaction of foundation soil prior to construction.
- Differing moisture content of foundation soil prior to construction.

Movement due to non-construction causes is usually more uneven still. Erosion can undermine a footing that traverses the flow or can create the conditions for shear failure by eroding soil adjacent to a footing that runs in the same direction as the flow.

Saturation of clay foundation soil may occur where subfloor walls create a dam that makes water pond. It can also occur wherever there is a source of water near footings in clay soil. This leads to a severe reduction in the strength of the soil which may create local shear failure.

Seasonal swelling and shrinkage of clay soil affects the perimeter of the building first, then gradually spreads to the interior. The swelling process will usually begin at the uphill extreme of the building, or on the weather side where the land is flat. Swelling gradually reaches the interior soil as absorption continues. Shrinkage usually begins where the sun's heat is greatest.

Effects of Uneven Soil Movement on Structures

Erosion and saturation

Erosion removes the support from under footings, tending to create subsidence of the part of the structure under which it occurs. Brickwork walls will resist the stress created by this removal of support by bridging the gap or cantilevering until the bricks or the mortar bedding fail. Older masonry has little resistance. Evidence of failure varies according to circumstances and symptoms may include:

- Step cracking in the mortar beds in the body of the wall or above/below openings such as doors or windows.
- Vertical cracking in the bricks (usually but not necessarily in line with the vertical beds or perpendes).

Isolated piers affected by erosion or saturation of foundations will eventually lose contact with the bearers they support and may tilt or fall over. The floors that have lost this support will become bouncy, sometimes rattling ornaments etc.

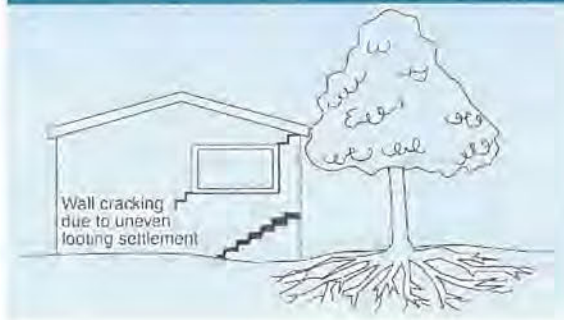
Seasonal swelling/shrinkage in clay

Swelling foundation soil due to rainy periods first lifts the most exposed extremities of the footing system, then the remainder of the perimeter footings while gradually permeating inside the building footprint to lift internal footings. This swelling first tends to create a dish effect, because the external footings are pushed higher than the internal ones.

The first noticeable symptom may be that the floor appears slightly dished. This is often accompanied by some doors binding on the floor or the door head, together with some cracking of cornice mitres. In buildings with timber flooring supported by bearers and joists, the floor can be bouncy. Externally there may be visible dishing of the hip or ridge lines.

As the moisture absorption process completes its journey to the innermost areas of the building, the internal footings will rise. If the spread of moisture is roughly even, it may be that the symptoms will temporarily disappear, but it is more likely that swelling will be uneven, creating a difference rather than a disappearance in symptoms. In buildings with timber flooring supported by bearers and joists, the isolated piers will rise more easily than the strip footings or piers under walls, creating noticeable doming of flooring.

Trees can cause shrinkage and damage



As the weather pattern changes and the soil begins to dry out, the external footings will be first affected, beginning with the locations where the sun's effect is strongest. This has the effect of lowering the external footings. The doming is accentuated and cracking reduces or disappears where it occurred because of dishing, but other cracks open up. The roof lines may become convex.

Doming and dishing are also affected by weather in other ways. In areas where warm, wet summers and cooler dry winters prevail, water migration tends to be toward the interior and doming will be accentuated, whereas where summers are dry and winters are cold and wet, migration tends to be toward the exterior and the underlying propensity is toward dishing.

Movement caused by tree roots

In general, growing roots will exert an upward pressure on footings, whereas soil subject to drying because of tree or shrub roots will tend to remove support from under footings by inducing shrinkage.

Complications caused by the structure itself

Most forces that the soil causes to be exerted on structures are vertical – i.e. either up or down. However, because these forces are seldom spread evenly around the footings, and because the building resists uneven movement because of its rigidity, forces are exerted from one part of the building to another. The net result of all these forces is usually rotational. This resultant force often complicates the diagnosis because the visible symptoms do not simply reflect the original cause. A common symptom is binding of doors on the vertical member of the frame.

Effects on full masonry structures

Brickwork will resist cracking where it can. It will attempt to span areas that lose support because of subsided foundations or raised points. It is therefore usual to see cracking at weak points, such as openings for windows or doors.

In the event of construction settlement, cracking will usually remain unchanged after the process of settlement has ceased.

With local shear or erosion, cracking will usually continue to develop until the original cause has been remedied, or until the subsidence has completely neutralised the affected portion of footing and the structure has stabilised on other footings that remain effective.

In the case of swell/shrink effects, the brickwork will in some cases return to its original position after completion of a cycle, however it is more likely that the rotational effect will not be exactly reversed, and it is also usual that brickwork will settle in its new position and will resist the forces trying to return it to its original position. This means that in a case where swelling takes place after construction and cracking occurs, the cracking is likely to at least partly remain after the shrink segment of the cycle is complete. Thus, each time the cycle is repeated, the likelihood is that the cracking will become wider until the sections of brickwork become virtually independent.

With repeated cycles, once the cracking is established, if there is no other complication, it is normal for the incidence of cracking to stabilise, as the building has the articulation it needs to cope with the problem. This is by no means always the case, however, and monitoring of cracks in walls and floors should always be treated seriously.

Upheaval caused by growth of tree roots under footings is not a simple vertical shear stress. There is a tendency for the root to also exert lateral forces that attempt to separate sections of brickwork after initial cracking has occurred.

The normal structural arrangement is that the inner leaf of brickwork in the external walls and at least some of the internal walls (depending on the roof type) comprise the load-bearing structure on which any upper floors, ceilings and the roof are supported. In these cases, it is internally visible cracking that should be the main focus of attention, however there are a few examples of dwellings whose external leaf of masonry plays some supporting role, so this should be checked if there is any doubt. In any case, externally visible cracking is important as a guide to stresses on the structure generally, and it should also be remembered that the external walls must be capable of supporting themselves.

Effects on framed structures

Timber or steel framed buildings are less likely to exhibit cracking due to swell/shrink than masonry buildings because of their flexibility. Also, the doming/dishing effects tend to be lower because of the lighter weight of walls. The main risks to framed buildings are encountered because of the isolated pier footings used under walls. Where erosion or saturation cause a footing to fall away, this can double the span which a wall must bridge. This additional stress can create cracking in wall linings, particularly where there is a weak point in the structure caused by a door or window opening. It is, however, unlikely that framed structures will be so stressed as to suffer serious damage without first exhibiting some or all of the above symptoms for a considerable period. The same warning period should apply in the case of upheaval. It should be noted, however, that where framed buildings are supported by strip footings there is only one leaf of brickwork and therefore the externally visible walls are the supporting structure for the building. In this case, the subfloor masonry walls can be expected to behave as full brickwork walls.

Effects on brick veneer structures

Because the load-bearing structure of a brick veneer building is the frame that makes up the interior leaf of the external walls plus perhaps the internal walls, depending on the type of roof, the building can be expected to behave as a framed structure, except that the external masonry will behave in a similar way to the external leaf of a full masonry structure.

Water Service and Drainage

Where a water service pipe, a sewer or stormwater drainage pipe is in the vicinity of a building, a water leak can cause erosion, swelling or saturation of susceptible soil. Even a minuscule leak can be enough to saturate a clay foundation. A leaking tap near a building can have the same effect. In addition, trenches containing pipes can become watercourses even though backfilled, particularly where broken rubble is used as fill. Water that runs along these trenches can be responsible for serious erosion, interstrata seepage into subfloor areas and saturation.

Pipe leakage and trench water flows also encourage tree and shrub roots to the source of water, complicating and exacerbating the problem. Poor roof plumbing can result in large volumes of rainwater being concentrated in a small area of soil:

- Incorrect falls in roof guttering may result in overflows, as may gutters blocked with leaves etc.

- Corroded guttering or downpipes can spill water to ground.
- Downpipes not positively connected to a proper stormwater collection system will direct a concentration of water to soil that is directly adjacent to footings, sometimes causing large-scale problems such as erosion, saturation and migration of water under the building.

Seriousness of Cracking

In general, most cracking found in masonry walls is a cosmetic nuisance only and can be kept in repair or even ignored. The table below is a reproduction of Table C1 of AS 2870.

AS 2870 also publishes figures relating to cracking in concrete floors, however because wall cracking will usually reach the critical point significantly earlier than cracking in slabs, this table is not reproduced here.

Prevention/Cure

Plumbing

Where building movement is caused by water service, roof plumbing, sewer or stormwater failure, the remedy is to repair the problem. It is prudent, however, to consider also rerouting pipes away from the building where possible, and relocating taps to positions where any leakage will not direct water to the building vicinity. Even where gully traps are present, there is sometimes sufficient spill to create erosion or saturation, particularly in modern installations using smaller diameter PVC fixtures. Indeed, some gully traps are not situated directly under the taps that are installed to charge them, with the result that water from the tap may enter the backfilled trench that houses the sewer piping. If the trench has been poorly backfilled, the water will either pond or flow along the bottom of the trench. As these trenches usually run alongside the footings and can be at a similar depth, it is not hard to see how any water that is thus directed into a trench can easily affect the foundation's ability to support footings or even gain entry to the subfloor area.

Ground drainage

In all soils there is the capacity for water to travel on the surface and below it. Surface water flows can be established by inspection during and after heavy or prolonged rain. If necessary, a grated drain system connected to the stormwater collection system is usually an easy solution.

It is, however, sometimes necessary when attempting to prevent water migration that testing be carried out to establish watertable height and subsoil water flows. This subject is referred to in BTF 19 and may properly be regarded as an area for an expert consultant.

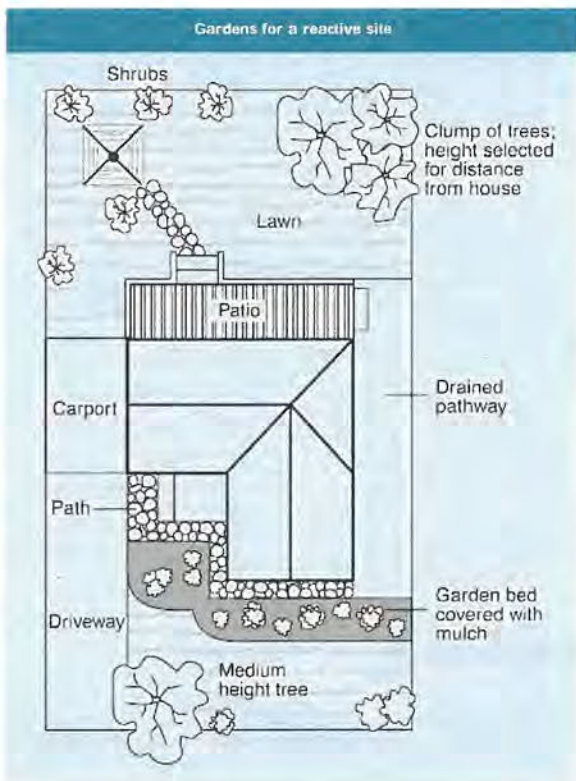
Protection of the building perimeter

It is essential to remember that the soil that affects footings extends well beyond the actual building line. Watering of garden plants, shrubs and trees causes some of the most serious water problems.

For this reason, particularly where problems exist or are likely to occur, it is recommended that an apron of paving be installed around as much of the building perimeter as necessary. This paving

CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS

Description of typical damage and required repair	Approximate crack width limit (see Note 3)	Damage category
Hairline cracks	<0.1 mm	0
Fine cracks which do not need repair	<1 mm	1
Cracks noticeable but easily filled. Doors and windows stick slightly	<5 mm	2
Cracks can be repaired and possibly a small amount of wall will need to be replaced. Doors and windows stick. Service pipes can fracture. Weathertightness often impaired	5-15 mm (or a number of cracks 3 mm or more in one group)	3
Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Window and door frames distort. Walls lean or bulge noticeably, some loss of bearing in beams. Service pipes disrupted	15-25 mm but also depend on number of cracks	4



should extend outwards a minimum of 900 mm (more in highly reactive soil) and should have a minimum fall away from the building of 1:60. The finished paving should be no less than 100 mm below brick vent bases.

It is prudent to relocate drainage pipes away from this paving, if possible, to avoid complications from future leakage. If this is not practical, earthenware pipes should be replaced by PVC and backfilling should be of the same soil type as the surrounding soil and compacted to the same density.

Except in areas where freezing of water is an issue, it is wise to remove taps in the building area and relocate them well away from the building – preferably not uphill from it (see BTF 19).

It may be desirable to install a grated drain at the outside edge of the paving on the uphill side of the building. If subsoil drainage is needed this can be installed under the surface drain.

Condensation

In buildings with a subfloor void such as where bearers and joists support flooring, insufficient ventilation creates ideal conditions for condensation, particularly where there is little clearance between the floor and the ground. Condensation adds to the moisture already present in the subfloor and significantly slows the process of drying out. Installation of an adequate subfloor ventilation system, either natural or mechanical, is desirable.

Warning: Although this Building Technology File deals with cracking in buildings, it should be said that subfloor moisture can result in the development of other problems, notably:

- Water that is transmitted into masonry, metal or timber building elements causes damage and/or decay to those elements.
- High subfloor humidity and moisture content create an ideal environment for various pests, including termites and spiders.
- Where high moisture levels are transmitted to the flooring and walls, an increase in the dust mite count can ensue within the living areas. Dust mites, as well as dampness in general, can be a health hazard to inhabitants, particularly those who are abnormally susceptible to respiratory ailments.

The garden

The ideal vegetation layout is to have lawn or plants that require only light watering immediately adjacent to the drainage or paving edge, then more demanding plants, shrubs and trees spread out in that order.

Overwatering due to misuse of automatic watering systems is a common cause of saturation and water migration under footings. If it is necessary to use these systems, it is important to remove garden beds to a completely safe distance from buildings.

Existing trees

Where a tree is causing a problem of soil drying or there is the existence or threat of upheaval of footings, if the offending roots are subsidiary and their removal will not significantly damage the tree, they should be severed and a concrete or metal barrier placed vertically in the soil to prevent future root growth in the direction of the building. If it is not possible to remove the relevant roots without damage to the tree, an application to remove the tree should be made to the local authority. A prudent plan is to transplant likely offenders before they become a problem.

Information on trees, plants and shrubs

State departments overseeing agriculture can give information regarding root patterns, volume of water needed and safe distance from buildings of most species. Botanic gardens are also sources of information. For information on plant roots and drains, see Building Technology File 17.

Excavation

Excavation around footings must be properly engineered. Soil supporting footings can only be safely excavated at an angle that allows the soil under the footing to remain stable. This angle is called the angle of repose (or friction) and varies significantly between soil types and conditions. Removal of soil within the angle of repose will cause subsidence.

Remediation

Where erosion has occurred that has washed away soil adjacent to footings, soil of the same classification should be introduced and compacted to the same density. Where footings have been undermined, augmentation or other specialist work may be required. Remediation of footings and foundations is generally the realm of a specialist consultant.

Where isolated footings rise and fall because of swell/shrink effect, the homeowner may be tempted to alleviate floor bounce by filling the gap that has appeared between the bearer and the pier with blocking. The danger here is that when the next swell segment of the cycle occurs, the extra blocking will push the floor up into an accentuated dome and may also cause local shear failure in the soil. If it is necessary to use blocking, it should be by a pair of fine wedges and monitoring should be carried out fortnightly.

This BTF was prepared by John Lewer FAIB, MIAMA, Partner, Construction Diagnosis.

The information in this and other issues in the series was derived from various sources and was believed to be correct when published.

The information is advisory. It is provided in good faith and not claimed to be an exhaustive treatment of the relevant subject.

Further professional advice needs to be obtained before taking any action based on the information provided.

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ANNEXURE E - FINANCIAL ADVICE CERTIFICATE

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FINANCIAL ADVICE CERTIFICATE

To: Suburban Land Agency ABN 27 105 505 367

I, <i>(full name)</i>
being qualified in Australia as a <i>(Financial Advisor or practising Accountant)</i>
of <i>(business name and address)</i>

certify the following:

Buyer

1. I have been retained by the following person(s) ("the Buyer"):

<i>Name of Buyer 1</i>	
<i>Name of Buyer 2</i>	

Financial Advice

2. I was retained by the Buyer to advise them as to the financial impact and effect of certain contract documents listed in paragraph 3 below relating to the following "Property":

<i>Property:</i>	Block ___ Section ___ Division of Whitlam
------------------	---

3. I provided independent financial advice to the Buyer regarding their financial rights, duties and obligations in relation to the contract documents listed below ("Contract Documents"):

(insert all documents reviewed)

<input type="checkbox"/> First Grant Contract with the Suburban Land Agency as Seller
<input type="checkbox"/> Other: _____

4. In order to advise the Buyer, I have made those enquiries about the Buyer's financial affairs which I considered reasonably necessary. I am satisfied that I have sufficient information about those matters to adequately fulfil my retainer.
5. As a qualified Financial Advisor or practising Accountant in Australia, I have reviewed the Contract Documents and confirm that, after discussion with the Buyer and explaining to them

the financial effect of the Contract Documents, the Contract Documents are suitable for the Buyer's needs, objectives and personal circumstances.

6. In particular, I explained the following about the Contract Documents:
- (a) the Eligibility Criteria of the Land Rent Scheme from a financial perspective;
 - (b) the financial implications if the Buyer is found ineligible;
 - (c) the financial implications if the Buyer completes the purchase of the Property and subsequently becomes ineligible; and
 - (d) *(specify other things explained)*

--

Meeting Details

7. This explanation took place as follows:

<i>Date:</i>	
<i>Location:</i>	

8. The following persons were present at the meeting referred to above:
(insert names of all persons present)

--

9. The Buyer appeared to be aware of and understand the nature, implications and conditions of the Contract Documents and represented that they freely wish to purchase the Property on the conditions I explained to them.

Interpreter Required/Not Required

(delete one)

10. An independent interpreter, was present at this interview and interpreted the statements made by all persons present. A certificate by the interpreter is held by me.

OR

I believe the Buyer is fluent in the English language in which I conducted the interview.

Date:	
Financial Advisor/practising Accountant signature:	Financial Advisor/practising Accountant name:
Signature of witness:	Full name of witness:

DECLARATION BY BUYER

I/We, the Buyer acknowledge and declare that:

1. The person providing financial advice, as covered by this certificate was approached by me/us to advise on the consequences of the Contract Documents.
2. The person who gave this advice was selected by me/us without any recommendation by the Suburban Land Agency.
3. The financial advice and explanations provided are as described in the above certificate.
4. I/We understand the financial advice and explanations given to me/us.

Date:	
Buyer 1 signature:	Buyer 2 signature:
Buyer 1 name:	Buyer 2 name:

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ANNEXURE F - STATUTORY DECLARATION

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STATUTORY DECLARATION

I, <i>(full name)</i>
being a <i>(occupation)</i>
of <i>(address)</i>

make the following declarations under the *Statutory Declarations Act 1959* (Cth):

Property

1. I am the buyer named in the Contract Documents listed in paragraph 3 below relating to the following "Property":

<i>Block, Section and Division:</i>	Block ____ Section ____ Division of Whitlam
-------------------------------------	---

Solicitor Details

2. I retained the following Solicitor who advised me that he/she is admitted to practice law in an Australian jurisdiction and holds a current practising certificate:

<i>Name of firm:</i>	
<i>Name of solicitor:</i>	
<i>Address:</i>	

Advice Details

3. I received independent legal advice from the Solicitor mentioned above regarding the contract documents listed below ("Contract Documents"):

(insert all documents reviewed)

<input type="checkbox"/> Contract for Sale with the Suburban Land Agency as Seller
<input type="checkbox"/> Other: _____

4. In particular, I received advice about:
- (a) the Eligibility Criteria;
 - (b) the implications if I am determined to be ineligible; and
 - (c) the implications if I complete the purchase of the Property and subsequently become ineligible.

Meeting Details

5. The Solicitors explanation took place as follows:

<i>Date:</i>	
<i>Location:</i>	

6. The following persons were present at the meeting referred to above:

(insert names of all persons present)

Financial Advice

7. I received independent financial advice from a qualified Financial Advisor or practising Accountant in Australia regarding the Contract Documents listed above. A copy of the Financial Advice Certificate is attached to this statutory declaration.

Execution of Contract Documents

8. After receiving the independent legal and financial advice referred to above, I have freely and voluntarily signed the contract documents:

I understand that a person who intentionally makes a false declaration in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959* (Cth), and I believe that the statements in this declaration are true in every particular.

Signed (applicant signature)	Declared at (place)	On (date)
Before me*, (signature of witness)	Full name of Witness:	
Qualifications of Witness:		
Address of Witness:		

**Please note that the Solicitor who is listed in paragraph 2 of this declaration must witness the Statutory Declaration.*

Annexure D - Form of Nomination

For the attention of: Suburban Land Agency ABN 27 105 505 367 of 480 Northbourne Avenue, Dickson ACT 2602

ALN CONSTRUCTION GROUP PTY LTD ACN 616 441 171 nominates:

Name of Nominee:

Primary Contact:

Address:

Phone Number:

Email address:

Eligible Grantee: Yes / Not applicable (circle relevant option)

to be its nominee to exercise the Call Option contained in the Deed of Put and Call Option dated _____ in relation to Block _____ section 27 Whitlam

Standard Lease Election

Land Rent Lease Election

[NOTE: Failure to complete all of these details will result in the Nomination being rejected]

Dated: _____

Grantee Executed by ALN CONSTRUCTION GROUP PTY LTD ACN 616 441 171 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

..... [Nominee] hereby accept the nomination and exercises the Call Option pursuant to the Deed of Put and Call Option referred to above.

Nominee (Individual) Signed, sealed and delivered by _____ in the presence of: _____

Signature of witness

Signature/s

Full name of witness

Nominee (Company) Executed by _____ ACN _____ in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

Annexure E - Directors Guarantee

I/We, (name of Director/s) Ahmed Fareed Sukhera

of (address).....

..... agree as follows:

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

Dated this 18 day of October 2021.

Signed sealed and delivered by

in the presence of:



Signature of Witness



Signature

CHRISTOPHER MALFONE
 Name of Witness in full
 Barrister & Solicitor, ACT
 Suite 4, 75 Cozzard Street
 GUNGAHLIN ACT 2912

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

Annexure F - Grantee Special Condition

NOTE: this Annexure I - Special Condition must be inserted in Contracts if:

- the Put Option is exercised; or
- the Call Option is exercised and there is no Nominee.

Annexure I - Special Condition**49. GRANT OF LEASE**

- 49.1 The Grantee must ensure that the dwelling constructed on the Land is sold as an Affordable Housing Dwelling in accordance with the Project Delivery Deed.
- 49.2 The Seller will not consent to the Grantee transferring the Lease unless the Seller is satisfied:
- (a) the dwelling constructed on the Land is an Affordable Housing Dwelling; and
 - (b) the price the Grantee's purchaser is required to pay under the Grantee's Contract does not exceed the Affordable Housing Threshold that is applicable at the date of the Grantee's Contract.

49.3 In this clause 49:

Affordable Housing means new dwellings (including any land components) for which the sale price (per dwelling) does not exceed the Affordable Housing Threshold.

Affordable Housing Dwelling means a single residential dwelling which qualifies as Affordable Housing, includes the Minimum Inclusions and is sold, or offered for sale, under an Affordable Housing contract.

Affordable Housing Scheme means the scheme (from time to time) administered by the Territory to assist people to purchase Affordable Housing by requiring developers to design, construct, market and sell minimum numbers of dwellings as Affordable Housing on land secured by the Territory.

Affordable Housing Threshold means the maximum price for which a relevant Affordable Housing Dwelling may be sold or any thresholds the Territory subsequently determines prior to the sale of any dwelling to meet the Affordable Housing requirements.

Grantee's Contract means the contract for sale between the Grantee and the Grantee's purchaser for the dwelling constructed (or to be constructed) on the Land and includes any ancillary agreement between the Grantee and the Grantee's purchaser.

Minimum Inclusions has the definition in the Project Delivery Deed.

Project Delivery Deed means the deed entered into by the Seller and the Grantee in respect of the Land pursuant to which the Grantee is required to meet certain obligations, including the delivery of Affordable Housing on the Land.

Executed as a deed.

Grantor

Executed by **Suburban Land Agency ABN 27 105 505 367** in the presence of:

Signature of witness

Signature of authorised delegate

Full name of witness

Full name of authorised delegate

Grantee

Executed by **ALN CONSTRUCTION GROUP PTY LTD ACN 616 441 171** in accordance with section 127 of the Corporations Act 2001 (Cth):

AHMED SUKHERA

Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary



Signature of sole director and sole company secretary