

## GENERAL SALES INFORMATION

Block 2 Section 11 Gungahlin – CZ1: Core Zone  
Block 2 Section 229 Gungahlin – CZ5: Mixed Use Zone  
Block 3 Section 248 Gungahlin – CZ5: Mixed Use Zone  
Block 4 Section 248 Gungahlin – CZ5: Mixed Use Zone  
Block 7 Section 249 Gungahlin – CZ5: Mixed Use Zone

### TABLE OF CONTENTS

1.	DEFINITIONS	2
2.	AUCTION DETAILS	4
3.	COMMUNICATION	4
4.	REGISTRATION AND BIDDING AT THE AUCTION	5
5.	AUCTION CONDITIONS	5
6.	EXCHANGE OF CONTRACTS	6
7.	FAILURE TO REACH RESERVE PRICE	6
8.	OVERVIEW	8
9.	DRAFT VARIATION NO 364	16
10.	SITE INVESTIGATION	16
11.	COMPLETION	16
12.	PROJECT DELIVERY DEED	17
13.	SALES DOCUMENTATION	17
14.	BACKGROUND DOCUMENTATION	17
15.	AFFORDABLE HOUSING REQUIREMENTS	18
16.	CAR PARKING	18
17.	SPECIMEN LEASES	18
18.	PRESCRIBED CONDITIONS	19
19.	DEED OF UNCONDITIONAL UNDERTAKING	19
20.	PLANNING AND OTHER APPROVAL	19
21.	REGRAIDING, FILL AND OTHER DISABILITIES	19
22.	RELEASE OF BUYER DETAILS	19
23.	SETTLEMENT OF SALE	20
24.	STAMP DUTY	20
25.	ISSUE OF LEASES	21
26.	REGISTRATION OF LEASE	21
27.	GOODS AND SERVICES TAX (GST)	22
28.	RATES AND LAND TAX	22
29.	DEVELOPMENT AND BUILDING APPROVAL PROCESS	22
30.	SERVICE PROVIDERS	22
31.	PRECEDENT FOR CONTRACT FOR SALE	22
32.	LAWS OF THE AUSTRALIAN CAPITAL TERRITORY	22
33.	CONTACT LIST	22

## 1. DEFINITIONS

In this General Sales Information unless inconsistent with the context or the subject matter or unless a contrary intention is specified:

**Affordable Home Purchase Database** means the database established and maintained by, or on behalf of, the Territory of Eligible Home Buyers;

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

**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 purchased from the Territory;

**Auction** means the auction of the Land on the auction date;

**Auction Registration Form** means the form entitled "Auction Registration Form" to be completed in accordance with section 4 below;

**Authority** means the ACT Planning and Land Authority;

**Background Documentation** means the documents in the folder "Background Documents" on the sales USB issued in respect of the Land;

**Bidder** means a person nominated as a "Bidder" on the Auction Registration Form;

**Block** means the blocks located on the Land;

**Block Details Plan** has the meaning set out in the Contract for Sale;

**Buyer** means the buyers specified in the Schedule of the Contracts for Sale;

**Certificate of Occupancy** has the meaning set out in the Project Delivery Deed for Block 2 Section 11 Gungahlin;

**Contract for Sale** means the contract for the purchase of a first grant Lease for one or more Blocks substantially in the form of the specimen contracts for sale forming part of the Sales Documentation;

**Date for Completion** means the date specified in the Schedule of the Contracts for Sale;

**Deed of Agreement** means the deed between the Buyer and the Suburban Land Agency setting out the conditions for the development of the Land and issuing of consequent leases;

**Deed of Unconditional Undertaking** has the meaning set out in the Contracts for Sale;

**Eligible Home Buyer** means a person who is registered on the Affordable Home Purchase Database and meets the Eligibility Criteria;

**Eligibility Criteria** means the criteria established by the Territory from time to time and published as part of the Affordable Housing Scheme for persons to register as Eligible Home Buyers;

**Land** means Blocks set out in paragraphs 8.1- 8.5;

**Lease** means the Crown leases substantially in the form of the Specimen Leases at Annexure B of the Contracts for Sale;

**Project Delivery Deeds** has the meaning set out in the Contracts for Sale;

**Prescribed Conditions** means the prescribed conditions for associated works set out in the Contracts for Sale;

**Public Car Park** has the meaning set out in the Project Delivery Deed for Block 2 Section 11 Gungahlin;

**Registrant** means the person listed as such on each of the Auction Registration Form;

**Sales Agent** means the person(s) specified in paragraph 3.2 of this General Sales information;

**Sales Documentation** means the documentation provided by the Suburban Land Agency in relation to the Land and includes:

- (i) the draft Contracts for Sale including special conditions;
- (ii) the Specimen Leases;
- (iii) the Prescribed Conditions;
- (iv) the Deed of Unconditional Undertaking;
- (v) the Auction Registration Form;
- (vi) the Background Documentation;
- (vii) the Project Delivery Deeds;
- (viii) Block Details Plan; and
- (ix) any addenda, supplementary information or questions and answers issued in relation to the Sales Documentation.

**Specimen Leases** means the draft Crown leases annexed to the Contracts for Sale at Annexure B;

**Suburban Land Agency** means the Suburban Land Agency (ABN 27105505367), a territory authority established under s 37 of the *City Renewal Authority And Suburban Land Agency Act 2017* (ACT);

**Territory** means:

- (i) when used in a geographical sense the Australian Capital Territory; and
- (ii) when used in any other sense the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth);

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

**Working Day** means a day which is not a Saturday, Sunday or public holiday in Canberra, ACT.

**PART A – AUCTION INFORMATION****2. AUCTION DETAILS**

2.1 The Auction for the Land will be on the following time, date and location:

Auction Date: **Wednesday, 25 March 2020**

Auction Time: **Registration at 10:30am**

**Auction commences at 11:00am**

Auction Location: **Bradman Room, Manuka Oval**

**Manuka Circle, Griffith**

2.2 The Land will be offered by separate auctions for each of Block 2 Section 11 Gungahlin, Block 2 Section 229 Gungahlin, Block 3 Section 248 Gungahlin, Block 4 Section 248 Gungahlin and Block 7 Section 249 Gungahlin. Separate Leases will be offered for each Block.

**3. COMMUNICATION**

3.1 All enquiries are to be forwarded in writing to the Sales Agent who will direct your enquiry to the Suburban Land Agency for a response.

3.2 The Sales Agent is:

**Colliers International**

Level 8, 68 Northbourne Ave Canberra ACT 2600

Phone: 6257 2121

Josh Reid

Mobile: 0432 423 699

Email: [josh.reid@colliers.com](mailto:josh.reid@colliers.com)

Paul Powderly

Mobile: 0413 122 877

Email: [paul.powderly@colliers.com](mailto:paul.powderly@colliers.com)

The preferred method of contact is via email.

3.3 The information provided in the questions and answers will be provided by Territory agencies with the required expertise. The Suburban Land Agency makes no warranty or representation as to the accuracy or completeness of the information provided by other agencies.

3.4 If the Suburban Land Agency is not in a position to provide a response to a question from a prospective buyer within ten (10) Working Days of the question being submitted in accordance with this clause, Suburban Land Agency will refer that prospective buyer to the Sales Documentation and the Background Documentation.

3.5 All questions must be received by the Sales Agent before **5pm on Sunday, 15 March 2020**. Questions received after this time may not be responded to.

3.6 The Suburban Land Agency may clarify or amend the Sales Documents at any time prior to the Auction.

3.7 The Sales Agent will circulate all questions and answers, addenda or supplementary information by email to persons registered with the Sales Agent without identifying the source of the enquiry.

#### 4. REGISTRATION AND BIDDING AT THE AUCTION

4.1 Registrants must comply with the following conditions to register for the Auction:

1. complete and lodge with the Suburban Land Agency an Auction Registration Form prior to the Auction;
2. if the Registrant is a company;
  - (i) the company must be registered with the Australian Securities and Investment Commission prior to applying for registration for the Auction; and
  - (ii) the Auction Registration Form must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth);
3. identify the Bidder who must produce at the time of registration photographic identification in the form of;
  - (i) a valid Australian Driver's Licence; or
  - (ii) a Passport together with a card or document that shows the Bidder's address;
4. provide evidence of Suburban Land Agency's prior approval (in writing) in respect of any power of attorney or letter appointing an agent, where the registrant is not going to be present at Auction to register, bid and execute a Contract for Sale; and
5. obtain a bidder's number.

4.2 The Suburban Land Agency reserves the right to refuse any Auction Registration Form in its sole and absolute discretion.

4.3 Each Registrant will only be entitled to one registration and bidder's number.

4.4 Registrants warrant that they have made their own enquiries regarding the Land, its value, its suitability for development and all planning approvals.

#### 5. AUCTION CONDITIONS

5.1 The following standard auction conditions apply to this Auction:

1. no bids may be made by or on behalf of the Suburban Land Agency on the Land;
2. each person bidding must be entered on the bidder's record;
3. the auctioneer may refuse any bid;
4. the auctioneer may decide the amount by which the bidding is to be advanced;
5. the auctioneer may withdraw the Land or any part of it from sale at any time;
6. the auctioneer may refer a bid to the Suburban Land Agency at any time before the end of the Auction;
7. if there is a dispute about a bid, the auctioneer may resubmit the relevant Land for sale at the last undisputed bid or start the bidding again;
8. if there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final;

9. the sale is subject to a reserve price unless the auctioneer announces otherwise;
  10. the highest recorded Bidder will be the Buyer subject to the reserve price;
  11. if any part of the Land is passed in below the reserve price, the Suburban Land Agency must first negotiate with the highest Bidder on that part of the Land for the purchase of the Land; and
  12. the Buyers must sign the Contracts for Sale and pay the deposit immediately after the fall of the hammer.
- 5.2 The right to the grant of the Leases over each part of the Land will be offered on the Auction Date subject to an undisclosed reserve price

## 6. EXCHANGE OF CONTRACTS

- 6.1 As soon as the successful bid is accepted by the auctioneer at the Auction the Buyers will be required to immediately:
1. execute and exchange the Contract for Sale and the Project Delivery Deeds with the Suburban Land Agency; and
  2. pay the 10% deposit by personal cheque, bank cheque, deposit bond or bank guarantee.
- 6.2 If the Buyer is a company, the Contract for Sale must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth).
- 6.3 The details on the successful Bidder's Auction Registration Form will be inserted in the schedule of the Contract for Sale as the Buyer. The Registrant may not be permitted to nominate an alternative entity or person for insertion on the Contract for Sale or add any additional entities or persons.

## 7. FAILURE TO REACH RESERVE PRICE

- 7.1 If bidding fails to reach the reserve price, the highest Bidder must notify the Suburban Land Agency in writing following the conclusion of the Auction as to whether it intends to either negotiate or not to negotiate with the Suburban Land Agency on the sale of that part of the Land.
- 7.2 The highest Bidder should complete the written notification in the form attached at schedule A of this General Sales Information immediately after the conclusion of the Auction to indicate its intention to either negotiate or not to negotiate on the sale of the Land.
- 7.3 The period for negotiation will end at **12 noon on Friday, 27 March 2020**.
- If the highest Bidder:
1. fails to notify the Suburban Land Agency of its intention to negotiate within a reasonable time;
  2. notifies the Suburban Land Agency that it does not wish to negotiate with the Suburban Land Agency regarding the relevant part of the Land; or
  3. notifies the Suburban Land Agency that it wishes to negotiate and an agreement is not reached by the time and date specified in this paragraph 7.3 of this General Sales Information,

then the further use or sale of that part of the Land will be at the Suburban Land Agency's sole and absolute discretion.

**PART B – DEVELOPMENT OPPORTUNITY****8. OVERVIEW****8.1 Block 2 Section 11 Gungahlin**

1. Block 2 Section 11 Gungahlin has an area of approximately 16,341 square metres and is zoned CZ1: Core Zone under the Territory Plan.
2. The permitted uses under the Lease are to use the premises for the purposes of one or more of the following:
  - (i) civic administration;
  - (ii) carpark PROVIDED THAT a minimum 180 car spaces are available for use by the public at all times;
  - (iii) club;
  - (iv) commercial accommodation use;
  - (v) communications facility;
  - (vi) community use EXCLUDING hospital and educational establishments for pre-school, primary school, high school and secondary college;
  - (vii) craft workshop;
  - (viii) drink establishment;
  - (ix) indoor entertainment facility;
  - (x) indoor recreation facility;
  - (xi) light industry;
  - (xii) non retail commercial use;
  - (xiii) place of assembly;
  - (xiv) residential use PROVIDED THAT multi unit housing is limited to maximum of 350 dwellings and FURTHER PROVIDED THAT single dwelling housing is not permitted;
  - (xv) restaurant;
  - (xvi) shop; and
  - (xvii) tourist facility;

**PROVIDED THAT**

- (i) one or more of the following uses are permitted at the ground floor level:
  - (A) business agency;
  - (B) club;
  - (C) community activity centre;
  - (D) drink establishment;
  - (E) financial establishment;
  - (F) hotel;
  - (G) indoor entertainment facility;
  - (H) indoor recreation facility;
  - (I) public agency;
  - (J) restaurant; and
  - (K) shop,
- (ii) the following uses are not permitted on the ground floor or first floor of any building(s):
  - (1) serviced apartment; and



- (2) residential use,
  - (iii) one large retail anchor is provided on the premises.
3. The Crown lease requires the Crown lessee to complete the following works within forty eight (48) months from the date of the commencement of the lease:
  - (i) design and construction of a heavy duty concrete driveway in accordance with Transport Canberra and City Services (TCCS) current version of the “Design Standards for Urban Infrastructure Works” and constructed to TCCS current version of the “Standard Specifications for Urban Infrastructure Works”;
  - (ii) design and construction of a sewer service to fully service the land;
  - (iii) demolition of the existing driveways and footpath;
  - (iv) design and re-instatement of the verges and pavements;
  - (v) design and construction of a one thousand six hundred (1,600) square metre paved verge in accordance with Gungahlin Town Centre Landscape Design Guidelines;
  - (vi) installation of four (4) x new hydrants;
  - (vii) planting of four (4) street trees to match the existing street trees in accordance with the requirements from TCCS;
  - (viii) completion of verge works in accordance with directions from TCCS;
  - (ix) any other works required by TCCS as a result of an audit on submitted plans for design approval,

including all ancillary works and fittings in accordance with the prescribed conditions for associated works and plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority.
4. The Crown lease requires the Crown lessee to provide and maintain and approved drained and sealed carparking area on the Land to a standard acceptable by the Authority.
5. The Project Delivery Deed provides that:
  - (i) the Buyer must sell not less than 52 dwellings erected on the Block as affordable housing;
  - (ii) the Buyer must sell the affordable dwellings to Eligible Home Buyers from the ACT Government’s Affordable Home Purchase Database;
  - (iii) The Buyer of Block 2 Section 11 Gungahlin will be required under the Project Delivery Deed to construct and operate a public car park (refer to paragraph 16 for more information); and
  - (iv) the Buyer must repair any verge and/or footpaths damaged during the term of the agreement at its own cost.
6. Gungahlin Precinct Map and Code (NI2008-27) apply to the Land. Please refer to the Gungahlin Precinct Map and Code for further details.

**8.2 Block 2 Section 229 Gungahlin**

1. Block 2 Section 229 Gungahlin has an area of approximately 11,797 square metres and is zoned CZ5: Mixed Use Zone under the Territory Plan.
2. The permitted uses under the Lease are to use the premises for the purpose of one or more of the following purposes:
  - (i) boarding house;
  - (ii) car park;
  - (iii) communications facility;
  - (iv) community use EXCLUDING hospital and education establishment for pre-school, primary school; high school and secondary college;
  - (v) craft workshop;
  - (vi) drink establishment;
  - (vii) hotel;
  - (viii) indoor entertainment facility;
  - (ix) indoor recreation facility;
  - (x) motel;
  - (xi) non retail commercial use;
  - (xii) place of assembly;
  - (xiii) residential use PROVIDED THAT
    - (A) multi-unit housing is restricted to a maximum of one hundred and fifty four (154) dwellings and
    - (B) single dwelling housing is not permitted;
  - (xiv) restaurant;
  - (xv) serviced apartment; and
  - (xvi) shop;
  - (xvii) tourist resort,

PROVIDED ALWAYS THAT the following uses are not permitted above the ground floor and that the maximum gross floor area per establishment or tenancy is 200 square metres:

  - (i) craft workshop;
  - (ii) indoor entertainment facility;
  - (iii) indoor recreation facility;
  - (iv) non-retail commercial use;
  - (v) restaurant; and
  - (vi) shop.
3. The Crown lease requires the Crown lessee to complete the following works within forty eight (48) months from the date of the commencement of the lease:
  - (i) design and construction of a heavy duty concrete driveway in accordance with Transport Canberra City Services' (TCCS) current version of the

'Design for Urban Infrastructure Works' and constructed to TCCS' current version of the 'Standard Specifications for Urban Infrastructure Works';

- (ii) demolition of the existing driveways and footpath;
- (iii) design and reinstatement of verges and pavement;
- (iv) design and construction of a one thousand three hundred and fifty (1,350) square metres of paved verge in accordance with Gungahlin Town Centre Landscape Design Guidelines;
- (v) planting of three (3) street trees which must match the existing street trees in accordance with directions from TCCS;
- (vi) installation of four (4) x new hydrants;
- (vii) completion of verge works as required by TCCS; and
- (viii) any other works required by TCCS as a result of an audit on submitted plans for design approval,

including all ancillary works and fittings in accordance with the prescribed conditions for associated works and plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority.

4. The Project Delivery Deed provides that:
  - (i) the Buyer must sell not less than 25 dwellings erected on the Block as affordable housing;
  - (ii) the Buyer must sell the affordable dwellings to Eligible Home Buyers from the ACT Government's Affordable Home Purchase Database; and
  - (iii) the Buyer must repair any verge and/or footpaths damaged during the term of the agreement at its own cost.
5. Gungahlin Precinct Map and Code (NI2008-27) apply to the Land. Please refer to the Gungahlin Precinct Map and Code for further details.

### 8.3 Block 3 Section 248 Gungahlin

1. Block 3 Section 248 Gungahlin has an area of approximately 5,005 square metres and is zoned CZ5: Mixed Use Zone under the Territory Plan.
2. The permitted uses under the Lease are use the premises for the purpose of one or more of the following purposes:
  - (i) boarding house;
  - (ii) car park;
  - (iii) communications facility;
  - (iv) community use EXCLUDING hospital and education establishment for pre-school, primary school, high school and secondary college;
  - (v) craft workshop;
  - (vi) drink establishment;
  - (vii) hotel;

- (viii) indoor entertainment facility;
- (ix) indoor recreation facility;
- (x) motel;
- (xi) non retail commercial use;
- (xii) place of assembly;
- (xiii) residential use PROVIDED THAT multi-unit housing is limited to a maximum of seventy (70) dwellings and single dwelling housing is not permitted;
- (xiv) restaurant;
- (xv) serviced apartment; and
- (xvi) shop;
- (xvii) tourist resort,

PROVIDED ALWAYS THAT the following uses are not permitted above the ground floor and that the maximum gross floor area per establishment or tenancy is 200 square metres;

- (i) craft workshop;
- (ii) indoor entertainment facility;
- (iii) indoor recreation facility;
- (iv) non-retail commercial use;
- (v) restaurant; and
- (vi) shop.

3. The Crown lease requires the Crown lessee to complete the following works within forty eight (48) months from the date of the commencement of the lease:
  - (i) design and construction of a heavy duty concrete driveway in accordance with Transport Canberra City Services' (TCCS) current version of the 'Design for Urban Infrastructure Works' and constructed to TCCS' current version of the 'Standard Specifications for Urban Infrastructure Works';
  - (ii) demolition of the existing driveway;
  - (iii) design and reinstatement of four hundred and fifty five (455) square metre paved verge in accordance with Gungahlin Town Centre Landscape Design Guidelines;
  - (iv) planting of seven (7) street trees which must match the existing street trees as required by TCCS;
  - (v) installation of two (2) x new hydrants;
  - (vi) completion of verge works as required by TCCS; and
  - (vii) any other works required by TCCS as a result of an audit on submitted plans for design approval,

including all ancillary works and fittings in accordance with the prescribed conditions for associated works and plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority.

4. The Project Delivery Deed provides that:

- (i) the Buyer must sell not less than 13 dwellings erected on the Block as affordable housing;
  - (ii) the Buyer must sell the affordable dwellings to Eligible Home Buyers from the ACT Government's Affordable Home Purchase Database; and
  - (iii) the Buyer must repair any verge and/or footpaths damaged during the term of the agreement at its own cost.
5. Gungahlin Precinct Map and Code (NI2008-27) apply to the Land. Please refer to the Gungahlin Precinct Map and Code for further details.

#### 8.4 **Block 4 Section 248 Gungahlin**

1. Block 4 Section 248 Gungahlin has an area of approximately 4,995 square metres and is zoned CZ5: Mixed Use Zone under the Territory Plan.
2. The permitted uses under the Lease are to use the premises for one or more of the following purposes:
  - (i) boarding house;
  - (ii) car park;
  - (iii) communications facility;
  - (iv) community use EXCLUDING hospital and educational establishment for pre-school, primary school, high school and secondary college;
  - (v) craft workshop;
  - (vi) drink establishment;
  - (vii) hotel;
  - (viii) indoor entertainment facility;
  - (ix) indoor recreation facility;
  - (x) motel;
  - (xi) non retail commercial use;
  - (xii) place of assembly;
  - (xiii) residential use PROVIDED THAT multi-unit housing is limited to a maximum of seventy seven (77) dwellings and single dwelling housing is not permitted;
  - (xiv) restaurant;
  - (xv) serviced apartment; and
  - (xvi) shop;
  - (xvii) tourist resort,

PROVIDED ALWAYS THAT the following uses are not permitted above the ground floor and the maximum gross floor area per establishment or tenancy is 200 square metre

- (i) craft workshop;
- (ii) indoor entertainment facility;
- (iii) indoor recreation facility;
- (iv) non-retail commercial use;

- (v) restaurant; and
  - (vi) shop.
3. The Crown lease requires the Crown lessee to complete the following works within forty eight (48) months from the date of the commencement of the lease:
- (i) design and construction of a heavy duty concrete driveway in accordance with Transport Canberra City Services' (TCCS) current version of the 'Design for Urban Infrastructure Works' and constructed to TCCS' current version of the 'Standard Specifications for Urban Infrastructure Works';
  - (ii) demolition of the existing driveways and footpath;
  - (iii) design and reinstatement of six hundred and fifteen (615) square metre paved verge in accordance with Gungahlin Town Centre Landscape Design Guidelines;
  - (iv) planting of seven (7) street trees which must match the existing street trees as required by TCCS;
  - (v) installation of two (2) x new hydrants;
  - (vi) completion of verge works as required by TCCS; and
  - (vii) any other works required by TCCS as a result of an audit on submitted plans for design approval,
- including all ancillary works and fittings in accordance with the prescribed conditions for associated works and plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority.
4. The Project Delivery Deed provides that:
- (i) the Buyer must sell not less than 14 dwellings erected on the Block as affordable housing;
  - (ii) the Buyer must sell the affordable dwellings to Eligible Home Buyers from the ACT Government's Affordable Home Purchase Database; and
  - (iii) the Buyer must repair any verge and/or footpaths damaged during the term of the agreement at its own cost.
5. Gungahlin Precinct Map and Code (NI2008-27) apply to the Land. Please refer to the Gungahlin Precinct Map and Code for further details.

#### 8.5 **Block 7 Section 249 Gungahlin**

1. Block 7 Section 249 Gungahlin has an area of approximately 8,995 square metres and is zoned CZ5: Mixed Use Zone under the Territory Plan.
2. The permitted uses under the Lease are to use the premises for one or more of the following purposes:
  - (i) boarding house;
  - (ii) car park;
  - (iii) communications facility;
  - (iv) community use EXCLUDING hospital and educational establishments for pre-school, primary school, high school and secondary college;
  - (v) craft workshop;

- (vi) drink establishment;
- (vii) hotel;
- (viii) indoor entertainment facility;
- (ix) indoor recreation facility;
- (x) motel;
- (xi) non retail commercial use;
- (xii) place of assembly;
- (xiii) residential use PROVIDED THAT multi-unit housing is limited to a maximum of one hundred and sixty (160) dwellings and that single dwelling housing is not permitted;
- (xiv) restaurant;
- (xv) serviced apartment; and
- (xvi) shop;
- (xvii) tourist resort,

PROVIDED ALWAYS THAT the following uses are not permitted above the ground floor and that the maximum gross floor area per establishment or tenancy is 200 square metres:

- (i) craft workshop;
- (ii) indoor entertainment facility;
- (iii) indoor recreation facility;
- (iv) non-retail commercial use;
- (v) restaurant; and
- (vi) shop.

3. The Crown lease requires the Crown lessee to complete the following works within forty eight (48) months from the date of the commencement of the lease:
- (i) design and construction of a heavy duty concrete driveway in accordance with Transport Canberra City Services' (TCCS) current version of the 'Design for Urban Infrastructure Works' and constructed to TCCS' current version of the 'Standard Specifications for Urban Infrastructure Works';
  - (ii) installation of three (3) x new hydrants;
  - (iii) completion of verge works as required by TCCS; and
  - (iv) any other works required by TCCS as a result of an audit on submitted plans for design approval,

including all ancillary works and fittings in accordance with the prescribed conditions for associated works and plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

4. The Project Delivery Deed provides that:
- (i) the Buyer must sell not less than 28 dwellings erected on the Block as affordable housing;
  - (ii) the Buyer must sell the affordable dwellings to Eligible Home Buyers from the ACT Government's Affordable Home Purchase Database; and

(iii) the Buyer must repair any verge and/or footpaths damaged during the term of the agreement at its own cost.

5. Gungahlin Precinct Map and Code (NI2008-27) apply to the Land. Please refer to the Gungahlin Precinct Map and Code for further details.

## 9. DRAFT VARIATION NO 364

9.1 Potential bidders should note that the Territory Plan is currently subject to Draft Variation Number 364 (**DV 364**) which affects the Gungahlin Town Centre, including the Land. The Suburban Land Agency advises any party considering purchasing the Land or any part of to review DV 364 carefully to understand the effects it has on their intended development and use of the Land.

9.2 Please note section 65 of the *Planning and Development Act 2007* applies to DV 364. This means that the Territory, the Executive, Ministers and Territory authorities must not, during the “defined period”, do or approve the doing of anything that would be inconsistent with the Territory Plan if it were varied in accordance with DV 364.

9.3 The “defined period” for the purposes of the above paragraph commenced on 23 August 2019 and will end of the earliest of the following:

1. the day the public availability notice for the Draft Variation, under section 70 of the Act, is notified;
2. the day the draft variation, or the corresponding plan variation, is withdrawn under section 68 (1) (b) or section 76 (2) (b) (v) of the Act
3. the period of 1 year after the notification day ends.

9.4 Whether DV 364 is given long term effect is outside the control of the Suburban Land Agency and each Buyer will be required to Complete the respective Contracts for Sale regardless whether this occurs prior to Completion or at all.

## 10. SITE INVESTIGATION

10.1 Buyer must rely on their own enquiries in respect of the condition of the Land.

10.2 The Suburban Land Agency, Authority and Territory make no warranty or representation as to the existence of regrading, fill, contamination (including asbestos), groundwater, any environmental condition, substance or a soil classification upon, of or under the Land.

10.3 Parties contemplating bidders should note the existence of regrading, fill, contamination (including asbestos), groundwater, any environmental condition, substance or a soil classification upon, of or under the Land may result in any work or activities on the Land being more extensive and/or expensive than it may have been in the absence of such regrading, fill, contamination, groundwater, any environmental condition, substance or soil classification.

## 11. COMPLETION

11.1 Completion of the Contract for Sale for each block will take place 30 working days from the date the Territory serves the lease on the Buyer in accordance with the Contract for Sale.



**12. PROJECT DELIVERY DEED**

- 12.1 The Buyer must enter into a Project Delivery Deed with the Suburban Land Agency for the Land.
- 12.2 If the Buyer sells the Land or a portion of the Land to a third party prior to completing all of its obligations under the Project Delivery Deed, the terms of sale must oblige that purchaser to carry out all relevant obligations under the Project Delivery Deed, including but not limited to compliance with the relevant parts of the Housing Development Guide.
- 12.3 The Buyer will be required to provide security, being:
1. for Block 2 Section 11 Gungahlin, an amount of \$2,050,000.00;
  2. for Block 2 Section 229 Gungahlin, an amount of \$975,000.00;
  3. for Block 3 Section 248 Gungahlin, an amount of \$510,000.00;
  4. for Block 4 Section 248 Gungahlin, an amount of \$545,000.00; and
  5. for Block 7 Section 249 Gungahlin, an amount of \$1,090,000.00.

prior to or on the Date for Completion, to secure the performance of their obligations under the Project Delivery Deed.

**13. SALES DOCUMENTATION**

- 13.1 The Sales Documentation is provided for information only.
- 13.2 The Suburban Land Agency makes no warranty as to the accuracy or completeness of this material and advises that it is subject to change. Any alterations or additional information will be issued as supplementary information.
- 13.3 Potential Buyers should make their own enquiries regarding the Land, its value, its suitability for development and all planning approvals and should not rely on any material included in the Sales Documentation.
- 13.4 Potential Buyers should review all of the Sales Documentation and seek any necessary legal, financial and planning advice prior to sale.

**14. BACKGROUND DOCUMENTATION**

- 14.1 The Background Documentation provided by the Suburban Land Agency is listed in the Sales Documentation for the Land under the heading of "Background Documentation". Any alterations will be issued as an addenda or supplementary information.
- 14.2 The Background Documentation is made available by the Suburban Land Agency for information purposes only. The Suburban Land Agency makes no warranty or representation as to the accuracy or completeness of the Background Documentation and does not purport to adopt any of the statements or representations in any of the Background Documentation as its own statements or representations.

- 14.3 Potential Buyers should note that the reports in the Background Documentation may refer to uses that are not permitted in the Lease. Potential Buyers should refer to the Specimen Lease for the permitted uses of the Land.

## 15. AFFORDABLE HOUSING REQUIREMENTS

- 15.1 The Project Delivery Deeds for Block 2 Section 229 Gungahlin, Block 3 Section 248 Gungahlin, Block 4 Section 248 Gungahlin and Block 7 Section 249 Gungahlin provide that Buyers must sell not less than the following number of dwellings erected on the Land as Affordable Housing.

Block	Section	Minimum Affordable Housing Dwellings
2	229	25 dwellings
3	248	13 dwellings
4	248	14 dwellings
7	249	28 dwellings
2	11	52 dwellings

- 15.2 Failure to comply with the Affordable Housing requirements under the Project Delivery Deed may result in restrictions or a prohibition on the participation in future offerings of land by the Suburban Land Agency for up to four years applying to:
1. the Buyer;
  2. any “associated entity” (as defined in Corporations Act 2001 (Cth) – see sections 9 and 50AAA) of the Buyer; and
  3. any party that the Suburban Land Agency considers (in its absolute discretion) colluded with, encouraged or facilitated the failure to comply by the Buyer.

## 16. CAR PARKING

- 16.1 This paragraph only applies to Block 2 Section 11 Gungahlin. It does not apply to Block 2 Section 229 Gungahlin, Block 3 Section 248 Gungahlin, Block 4 Section 248 Gungahlin or Block 7 Section 249 Gungahlin.
- 16.2 The Buyer of Block 2 Section 11 Gungahlin is required under the Project Delivery Deed to construct, and obtain a Certificate of Occupancy for, a car park with no less than the minimum amount of car spaces as set out in the Project Delivery Deed suitable for use as a Public Car Park within 4 years of Completion.
- 16.3 Prospective bidders should note that the terms of Schedule 3 of the Project Delivery Deed for Block 2 Section 11 Gungahlin (in particular the Car Park Term) is for the purposes of the Project Delivery Deed for Block 2 Section 11 Gungahlin only, and the Developer must at all times comply with the Crown lease for Block 2 Section 11 Gungahlin as set out in paragraph 8.1.

## 17. SPECIMEN LEASES

- 17.1 The Leases are only specimens and are subject to change following the date of the Contracts for Sale for the Land.

- 17.2 The Suburban Land Agency confirms that the permitted uses specified in the Leases will not be amended following the date of the Contracts for Sale for the relevant part of the Land.

## 18. PRESCRIBED CONDITIONS

The Buyers will be required to undertake servicing of the Land in accordance with the prescribed conditions. Potential buyers should refer to the prescribed conditions for further details of the servicing requirements.

## 19. DEED OF UNCONDITIONAL UNDERTAKING

- 19.1 The Buyers of the Land will be required to provide a Deed of Unconditional Undertaking in accordance with clause 15 of the prescribed conditions and the Contracts for Sale.
- 19.2 The Leases will not be granted until the Suburban Land Agency receives the Deed of Unconditional Undertaking from the Buyers.
- 19.3 The Authority's prescribed Deed of Unconditional Undertaking is included in the Sales Documentation. To obtain an MS Word version of this form, prior to settlement please contact:

**ACT Government Solicitor's Office**  
Attention: Michelle Thompson  
PO Box 260  
Civic Square ACT 2608  
Email: [MichelleK.Thompson@act.gov.au](mailto:MichelleK.Thompson@act.gov.au)

## 20. PLANNING AND OTHER APPROVAL

The Buyer acknowledges that entering into the Contracts for Sale, the Project Delivery Deed and the offer of the Lease or grant of the Lease do not imply that any relevant approvals, consents or licences regarding planning, design, siting and any other matters relating to the Buyer's proposal will be granted without conditions.

## 21. REGRADING, FILL AND OTHER DISABILITIES

It is a condition of the Contracts for Sale that the Buyers will not be entitled to raise any objection, requisition or claim compensation against the Commonwealth, the Suburban Land Agency or their servants or agents in respect of the existence of regrading, fill, contamination, ground water or a soil classification on or upon the Land, whether caused by the Commonwealth, by the Suburban Land Agency or their servants or agents or by previous owners of the Land, or otherwise.

## 22. RELEASE OF BUYER DETAILS

By entering into a Contract for Sale for the Land, the Buyer consents to the Buyer's details including the Buyer's name, the block and section details and the purchase price being made publicly available after exchange of Contracts for Sale on the Suburban Land Agency's website for the purposes of Suburban Land Agency transparency.

**23. SETTLEMENT OF SALE**

- 23.1 Unless otherwise agreed by the Suburban Land Agency, settlement of the Contract for Sale will take place at the ACT Law Society Settlement Room on the Date for Completion specified in the Contract for Sale.
- 23.2 At settlement, the Buyers will be required to:
1. pay the balance of the purchase price (less any deposit paid and residential withholding amount) on the Date for Completion by bank cheque payable to the "Suburban Land Agency";
  2. provide an unendorsed bank cheque payable to the "Australian Taxation Office" for the residential withholding amount (see clause 24.2 for further information);
  3. provide the security required under the Project Delivery Deed; and
  4. provide a Deed of Unconditional Undertaking in accordance with clause 15 of the Prescribed Conditions (also see paragraph 19.1 of this General Sales Information),
- in accordance with the Contract for Sale.
- 23.3 A failure to pay the balance of the purchase price by the Date for Completion may constitute a breach of the Contract for Sale. The consequences of this are set out in the Contract for Sale.

**24. STAMP DUTY**

- 24.1 Duty will be payable by the Buyers on the purchase of the Lease.
- 24.2 Duty on the Lease is payable on the consideration paid or the unencumbered value of the Land (whichever is the greater).
- 24.3 The Buyers are required to undertake the off-site works set out in the Prescribed Conditions. The cost of carrying out those works will form part of the consideration paid and will be included in the dutiable value assessed for stamp duty purposes by the ACT Revenue Office.
- 24.4 The estimated value of the off-site works is:
1. \$1,041,822.00 for Block 2 Section 11 Gungahlin; or
  2. \$898,730.00 for Block 2 Section 229 Gungahlin; or
  3. \$348,295.00 for Block 3 Section 248 Gungahlin; or
  4. \$438,385.00 for Block 4 Section 248 Gungahlin; or
  5. \$80,900.00 for Block 7 Section 249 Gungahlin,
- as detailed in clause 15 of the Prescribed Conditions ("Estimated Value").
- 24.5 The Suburban Land Agency's use of the Estimated Value is for the provision of a valuation to the ACT Revenue Office for the purpose of calculating duty in accordance with section 21 of the *Duties Act 1999* (ACT) only. The Suburban Land Agency makes no representation or warranty as to the accuracy or completeness of the Estimated Value or that it is representative of the actual costs of the off-site works for the Buyers.

- 24.6 The Suburban Land Agency will provide the Buyers with a letter addressed to the ACT Revenue Office, specifying the amount paid for the Land and the Estimated Value (if applicable) ("Duty Letter"). The Buyers should lodge the Duty Letter with the Lease for assessment of stamp duty by the ACT Revenue Office.
- 24.7 The Buyer may be required to provide further information to the ACT Revenue Office to enable a final calculation of duty. The Suburban Land Agency therefore makes no representation or warranty as to the sufficiency of the Duty Letter for the purposes of the assessment of duty liability by the ACT Revenue Office.
- 24.8 The Buyer should lodge all documents required for the assessment of duty with the Access Canberra when lodging the Lease for registration.
- 24.9 All duty enquiries and transactions, including enquiries relating to duty liability on the value of off-site works, should be made to:

Access Canberra Environment, Planning and Land Shopfront  
Ground floor South  
Dame Pattie Menzies House  
16 Challis Street  
Dickson ACT 2602  
Telephone: (02) 6207 0028

Chief Minister, Treasury and Economic Development Directorate  
GPO Box 158  
Canberra ACT 2601

General Enquiries: 13 22 81

## **25. ISSUE OF LEASES**

- 25.1 The Authority will use the Buyers' details on the Contracts for Sale to prepare the Leases for each Block within the Land. The Leases can only be issued with these details. Any alterations will be treated as a transfer, with all fees associated with transfers, such as duty, payable by the Buyers.
- 25.2 The commencement date of each of the Leases will be the date that the Lease is granted.

## **26. REGISTRATION OF LEASE**

- 26.1 Following completion of the sale, the Buyers must register the Lease with Access Canberra.
- 26.2 The Buyers will be responsible for any fees associated with registration of the Lease. These fees are payable at the time of lodgement for registration directly to:

Access Canberra  
Chief Minister, Treasury and Economic Development Directorate  
GPO Box 158  
Canberra ACT 2601

General Enquiries: 13 22 81

**27. GOODS AND SERVICES TAX (GST)**

27.1 GST will be payable in accordance with clause 25 and special condition 44 of the Contracts for Sale.

27.2 Each of the blocks of Land are considered by the Suburban Land Agency to be "potential residential land" for the purposes of the *Taxation Administration Act 1953* (Cth), which requires the Buyer to pay part of the price to the Australian Taxation Office ("ATO") as a "residential withholding amount". Buyers are required to provide the Suburban Land Agency with an unendorsed bank cheque on completion, payable to the ATO for the residential withholding amount in accordance with clause 32 of the Contracts for Sale. The Suburban Land Agency will forward the unendorsed bank cheque to the ATO within 5 working days following completion.

**28. RATES AND LAND TAX**

The Buyers' liability to pay general rates, land tax, water and sewerage rates commences from the commencement date of the Lease.

**29. DEVELOPMENT AND BUILDING APPROVAL PROCESS**

For information on development and building approval processes please contact the Authority on (02) 6207 1923. Information is also available on the Authority's website at [www.actpla.act.gov.au](http://www.actpla.act.gov.au).

**30. SERVICE PROVIDERS**

30.1 Buyers are reminded that the Suburban Land Agency is not a utility service provider and "Works" in the Contract for Sale do not include actual connections to services, substations or transformers that may be required for such connections.

30.2 The Buyer will be responsible for contacting all relevant service providers for utility services as soon as practicable to arrange servicing of the Land by those service providers to avoid delays to their developments caused as a consequence of being unable, for example, to access water or power.

30.3 The Suburban Land Agency does not routinely provide and will not warrant the location of any future substations.

**31. PRECEDENT FOR CONTRACT FOR SALE**

In the event of any inconsistency between this General Sales Information and the Sales Documentation, the Sales Documentation will prevail.

**32. LAWS OF THE AUSTRALIAN CAPITAL TERRITORY**

Leases are at all times subject to the laws in force in the Australian Capital Territory. Potential Registrants should seek legal advice as to how these laws may affect them and their proposed purchase and use of the Land.

**33. CONTACT LIST**

The following is a general contact list. Specific contact details are provided throughout the Sales Documentation.

Access Canberra:	13 22 81
ACT Government Solicitor's Office:	(02) 6207 0666
ACT Planning and Land Authority:	(02) 6207 1923
ACT Revenue Office:	(02) 6207 0028
ActewAGL Corporation:	13 14 93
Suburban Land Agency:	(02) 6205 0600

SCHEDULE A

NOTIFICATION OF INTENTION TO NEGOTIATE BY HIGHEST BIDDER

highest bidder to indicate intention and sign below

☐ INTENTION TO NEGOTIATE

In accordance with paragraph 7.2 of the General Sales Information, this is my written notification to the Suburban Land Agency that I intend to negotiate further with the Suburban Land Agency in relation to the purchase of the Land.

I understand that:

- (a) the period for negotiation will end **12 noon Friday, 27 March 2020** (“Negotiation Period”);
- (b) if an agreement is not reached within the Negotiation Period then the further use or sale of the Land will be at the Suburban Land Agency’s sole and absolute discretion; and
- (c) that the Sales Documentation and conditions of auction specified in the General Sales Information will continue to apply for the duration of the Negotiation Period and if an agreement is reached, as if the Land was sold at Auction.

☐ INTENTION NOT TO NEGOTIATE

In accordance with paragraph 7.2 of the General Sales Information, this is written notification to the Suburban Land Agency that I do not intend to negotiate any further with the Suburban Land Agency in relation to the purchase of the Land.

I understand that by signing this form I waive my right as the highest bidder to exclusive negotiation on the Land until **12 noon Friday, 27 March 2020**.

Auction Date: **Wednesday, 25 March 2020**

Land: Block ..... Section ..... Gungahlin

Name:.....

Signature:.....

Date:.....

If Highest Bidder is Company, Position in Company:.....

Phone Number: .....