

QUESTIONS AND ANSWERS FOR BLOCK 9 SECTION 80 GIRALANG

ISSUED IN ACCORDANCE WITH PARAGRAPH 9.7 OF THE GENERAL SALES INFORMATION

The sales agent will circulate all questions and answers, addenda or supplementary information by email to persons registered with the sales agent without revealing the source of the enquiry.

The Land Development Agency has exercised its discretion to answer this question notwithstanding that the General Sales Information states that all questions must be received by the Sales Agent before 5pm on Wednesday, 4 May 2011.

Q1. Would you be good enough to advise when it is expected that the Deposited Plan will be registered? Could you also confirm that the substantive difference between the old Deposited Plan and the new Deposited Plan is to add to the block the area of the overhanging eaves, which are noted on the old DP.

A1. The LDA has been advised that the Deposited Plan will be registered shortly and yes, and the LDA can confirm that this is the substantive difference however buyers should make their own enquiries in this regard.

Q2. The Crown Lease for Block 9 differs significantly from the Crown Lease over Block 2 which is being surrendered. In particular, my client notes that the surrendered Crown Lease was subject to s.167 constraints in relation to transferring and sub-letting. My client notes that the proposed Crown Lease contains no such restrictions and we would be grateful if you could confirm the same, despite it being otherwise self-evident.

A2 As per Clause 1.2 of the Specimen Contract for Sale provided in the sales package "*The Lease will be granted substantially upon the terms and conditions of the Draft Lease*". Buyers should make their own enquiries and seek their own legal advice in this regard.

Q3 Our client is also curious in relation to the discrepancy between the off-sites works referred to on Page 17 of the AECOM Report, which has works totalling around \$72,000.00, and the off-site works which are contained in the Crown Lease, which total around \$37,000.00. We note that the off-site works in the AECOM Report include provision of a gas tie (trenching) at an estimated cost of \$20,000.00, and installation of a new electricity service from Canopus Crescent or Gari Place of \$15,000.00. Would you be able to provide some background as to the discrepancy between the two?

A3 The Associated Works specified in clause 3(a) of the draft Crown Lease do not include the off-site works listed in items 2 and 3 of paragraph 8 of the Site Investigation Report. The reason for the exclusion is that the provision of electricity and/or gas to the site is that these items are a matter for the purchaser to negotiate directly with the relevant Authorities. The amount specified in the Site Investigation Report for the provision of these services is an estimate and is passed on by the LDA for information purposes only. Buyers should make their own enquiries in this regard.

Q4 It is stated in the specimen Crown Lease that these sites could be used as a "Place of Worship". Does that mean that it can be used as a Church only, or it could be a Mosque, Muslim Prayer Hall, Temple etc?

A4 ACTPLA have advised that this term would permit any religious denomination to undertake religious worship on the premises.

Q5. If Mosque or Prayer Hall is a permitted use, do we have to go through the process of community consultations and approval by the ACT before we can use the facility as a Mosque or Prayer Hall?

A5. ACTPLA have advised that as the blocks are being sold with existing buildings, it will be a matter for the lessee to seek advice from a building certifier on whether the class of the existing building (in accordance with the *Building Act 2004*) is suitable for the intended use. If it is not, and the required works are not exempt works, then the lessee would be required to submit a development application (DA) to ACTPLA for approval for the necessary building works.

DAs are subject to major or minor public notification depending on the type of work for which development approval is being sought. In addition, depending on the scale of works proposed a DA proponent would be encouraged to consult with the local community.

Q6. I note that the contract contemplates the price to be offered at auction, to be GST exclusive (Clause 25). Would you be good enough to confirm with your client what their intention is in relation to the calculation of the GST? Is it intended that they will adopt “normal rules”, or would they be prepared to adopt the “margin” scheme?

A6. The block will be offered GST exclusive in accordance with the contract for sale.

Q7. Is it possible to obtain copies of the building plans or consent to search all plans on the building files at BEPCON?

A.7 Registrants are advised that the ACT Planning and Land Authority does not have a building file for either the Giralang or the McKellar site. The LDA advises that it has undertaken further enquiries with the ACT Government (including BEPCON) and its contractors and advises that they do not hold any building plans for the Giralang or McKellar sites. Please advise if you still require the Land Development Agency’s consent to search.

Q8. For the purposes of clause 25 will the LDA use the usual rules or apply the “margin scheme” in determining the GST amount?

A8. As per the Contract for Sale the LDA will not be applying the margin scheme.

Q9. Will the LDA agree to use the method nominated by the Buyer in determining the GST?

A9 No.