

Project Delivery Deed

Lot 7

Blocks [REDACTED] section 27 Division of Whitlam

Suburban Land Agency

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Our reference 19510/81006821

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Project Delivery Deed

Date

18 OCT 2021

Parties

Suburban Land Agency ABN 27 105 505 367 of 480 Northbourne Avenue
DICKSON ACT 2602 (**Suburban Land Agency**)

The entity/person(s) named in Item 1 of Schedule 1 (**Developer**)

Background

- A. The Suburban Land Agency and the Developer have entered into an Option Deed for each of the Blocks in the Lot.
- B. It is a condition of the Option Deed that the Parties enter into this Deed.
- C. The Developer has agreed that the Developer will, in developing the Lot, comply with the Developer's obligations set out in this Deed.
- D. This Deed sets out the obligations of the Developer in respect of the design, construction, marketing and sale of Affordable Housing on specified Blocks forming part of the Lot.
- E. As part of its requirement to meet the Minister's target set out in the City Renewal Authority and Suburban Land Agency (Housing Target) Determination 2018 (No. 1), the Suburban Land Agency offered the Lot for sale by request for tenders on the condition that at least the Minimum Affordable Housing Dwellings would be offered for sale to Eligible Buyers.
- F. In accordance with section 65 of the CRASLA Act, the Minister has (or will) set housing targets for:
 - (a) residential development in an urban renewal precinct;
 - (b) residential development in connection with urban renewal other than in an urban renewal precinct; and
 - (c) the development of a new suburb,to ensure that Affordable Housing is provided in new land releases.
- G. The Developer entered into the Option Deeds acknowledging the requirement to construct and sell at least the Minimum Number of Affordable Housing Dwellings for the Lot.

Operative provisions

1. Interpretation**1.1 Definitions**

The following definitions apply in this Deed, unless the context otherwise requires.

Affordable Dwelling Contract means a building contract for the construction of a Dwelling on a Block, which together with the Affordable Land Contract contains the Mandatory Terms and does not exceed the Affordable Housing Threshold.

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 Block means a Block in a Lot specified in the Block Schedule as being a Block that will have an Affordable Dwelling constructed on it and be the subject of an Affordable Housing Contract.

Affordable Housing Contract means:

- (a) where the Developer is the buyer, the Affordable Land and Dwelling Contract between the Developer and an Identified Buyer; or
- (b) where a Nominated Buyer that is an Identified Buyer is the buyer:
 - (i) the Affordable Land Contract between the Suburban Land Agency (as seller) and the Nominated Buyer (as buyer); and
 - (ii) the Affordable Dwelling Contract between the Developer (as the builder) and the Nominated Buyer (as the buyer).

Affordable Housing Dwelling means a Dwelling on a Block which qualifies as Affordable Housing 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 purchased from the Territory.

Affordable Housing Threshold means the maximum price for which a relevant Affordable Housing Dwelling may be sold as set out in **Item 5** of Schedule 1 applicable as at the date of the agreement or any thresholds the Territory subsequently determines prior to the sale of any dwelling to meet the Affordable Housing requirements of this Deed.

Affordable Land and Dwelling Contract means a contract in respect of a Dwelling on a Block, which contains the Mandatory Terms and does not exceed the Affordable Housing Threshold.

Affordable Land Contract means a contract in respect of a Block, which together with the Affordable Dwelling Contract does not exceed the Affordable Housing Threshold and contains the Mandatory Terms.

Alternate Finishes and Inclusions Schedule means a schedule of finishes and inclusions for the Affordable Housing Dwellings.

Application for Land Rent Lease means an application for the grant of a Land Rent Lease annexed to the Contract for Sale.

Approval means any approval, authorisation, permit, consent, licence, exemption and the like which is required to be issued by, or obtained from, any Relevant Agency, including the Authority, in connection with the development of a Block, the Lot or the performance by the Developer of its obligations under this Deed.

Authority means the body corporate being the Planning and Land Authority established in accordance with section 10 of the Planning Act.

Block means a block of land in Whitlam that is part of a Lot, included in the Block Schedule.

Block Schedule means the schedule set out at **Annexure A** identifying the Blocks in the Lot and specifying Affordable Housing Blocks.

Blocks means all of the Blocks in the Lot.

Certificate of Occupancy means a certificate issued under section 69 of the Building Act 2004.

Certificate of Title means a certificate in respect of an estate in land issued by the Registrar General under the Land Titles Act 1925.

Claim means any claim or action under, arising out of or in connection with this Deed, the development of the Lot or any legislation, including in respect of any tortious act or omission or misrepresentation (excluding any objection or appeal or application that may be lodged concerning any application for an Approval).

Completion means completion of a Contract for Sale.

Compliance Certificate means an unconditional certificate issued by the Relevant Agency that the Developer as Crown Lessee under the Crown Lease has complied with all of the building and development covenants under the Crown Lease.

Contact Information means, in respect of each Identified Buyer, their:

- (a) name;
- (b) postal address;
- (c) telephone number; and
- (d) email address.

Contract for Sale means a contract for the sale of a Block between the Suburban Land Agency (as seller) and the Developer or the Nominated Buyer (as buyer).

Contract Price means the combined purchase prices for the Blocks payable to the Suburban Land Agency under the Contracts for Sale.

CRASLA Act means the *City Renewal Authority and Suburban Land Agency Act 2017* (ACT).

Crown Lease means the Crown lease in respect of a Block.

Date for Completion has the same meaning as in each Contract for Sale.

Deed means this project delivery deed and all schedules, annexures and attachments to it.

Deed Date means the date this Deed is entered into by the Parties noted on **page 1** of this Deed.

Design Brief means the document at Annexure C to this Deed identifying the minimum design requirements, finishes and inclusions for a Dwelling to be sold as an Affordable Housing Dwelling.

Developer includes the Developer's employees, officers, agents, consultants and contractors.

Development Application has the same meaning as in the Planning Act and includes any and each variation or amendment to any development application lodged with the Authority.

Development Approval means approval of a Development Application by the Authority as described in the Planning Act.

Dwelling has the meaning set out in section 5 of the Planning and Development Regulation 2008.

Eligible Confirmation Letter means a letter issued by the Territory to an Identified Buyer in the form set out in Annexure B, or such other form as the Territory may determine from time to time.

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.

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

Environment Protection Authority means the person appointed as the environment protection authority under section 11 of the Environment Protection Act 1997 at the relevant time.

Executive means the Australian Capital Territory Executive created by section 36 of the Australian Capital Territory (Self-Government) Act 1988 (Cth).

Identified Buyer means an Eligible Buyer notified to the Developer by the Suburban Land Agency in accordance with clause 6.2.

Improvements means the buildings, structures and fixtures erected on and forming part of the Land.

Insolvency Event means:

- (a) in respect of a natural person:
 - (i) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the Bankruptcy Act 1966 (Cth); or
 - (ii) in the reasonable opinion of the Suburban Land Agency the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or
- (b) in respect of all other entities:
 - (i) any of the events listed in sub-sections 459C(2)(a) to (f) of the Corporations Act 2001 (Cth) occur in respect of the entity; or
 - (ii) any other event occurs which, in the reasonable opinion of the Suburban Land Agency is likely to result, or has resulted, in the:
 - A. insolvency;
 - B. winding up; or
 - C. appointment of a controller (as that term is defined in the Corporations Act 2001 (Cth)) in respect of part or all of the property,
 of the entity; and
- (c) for the purposes of subparagraph 2(b), subsections 459C(2)(a) to (f) Corporations Act 2001 (Cth) are to be read as if applying to all incorporated entities.

Land Rent Act means the *Land Rent Act 2008 (ACT)*.

Land Rent Lease means a Crown lease that is subject to the provisions of the Land Rent Act that will be granted in accordance with the Planning Act pursuant to the Contract for Sale.

Lot means the land described in **Item 3** of Schedule 1 comprising the Blocks.

Mandatory Terms means terms that must be included in each Affordable Housing Contract as set out in clause 6.4.

Minimum Number of Affordable Housing Dwellings means the number of Affordable Housing Dwellings that must be provided by the Developer on the Lot as specified in the Block Schedule.

Minister means a Minister for the Territory appointed under section 41 of the Australian Capital Territory (Self Government) Act 1988 (Cth).

Net Liveable Area means the area of a Dwelling as measured to the outside face of external walls including internal walls between the living areas and garage (but excluding the garage).

Nominated Buyer means a purchaser for a Block nominated by the Developer as the buyer in accordance with the Option Deed for that Block.

Option Deed means a put and call option deed for a Block.

Parties means the Suburban Land Agency and the Developer.

Permitted Substitute Security means a replacement Security in the form described in clause 5.1(a) provided in accordance with clause 5.1(g).

Planning Act means the Planning and Development Act 2007.

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

Provided Security means the Security provided under clause 5.

Release Date means the date that is within 20 Working Days after the Developer has notified the Suburban Land Agency (along with sufficient evidence as required by Suburban Land Agency) of the Developer having complied with all of their obligations under this Deed.

Relevant Agency means the Territory, the Minister, the Executive, any administrative unit, section or Directorate of the Territory, statutory authority, utility provider or any other body which has statutory and/or administrative responsibilities in respect of the approval of development of the Lot, the Blocks or any other obligations of the Developer under this Deed.

Security means security provided to the Suburban Land Agency by the Developer for the Security Amount under clause 5 in the form of:

- (a) an unconditional irrevocable bank guarantee (without expiry date) from an Australian financial institution and containing such other terms as reasonably required by the Suburban Land Agency; or
- (b) a bank cheque in favour of the Suburban Land Agency.

and includes any Permitted Substitute Security.

Security Amount means an amount equal to 5% of the Contract Price.

Term as described in clause 2 of this Deed.

Territory when used:

- (a) in a geographical sense, the Australian Capital Territory; and
- (b) 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 referred to in section 46 of the Planning Act.

Working Day means a day which is not a Saturday, Sunday or public holiday in the Territory.

1.2 General

In this Deed, unless a contrary intention is expressed:

- (a) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (b) words in the singular include the plural and vice versa;
- (c) headings are for convenience only and do not affect the construction or interpretation of this Deed;
- (d) an obligation imposed on more than one person binds them jointly and severally;
- (e) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust; and
- (f) the word "include" and any derivation is not to be construed as a word of limitation.

2. Term

The Term of this Deed commences on the Deed Date and continues until the earlier of:

- (a) the fulfilment of all of the Parties' obligations under this Deed; or
- (b) the termination of this Deed by either Party in accordance with its terms; or
- (c) 10 years from the date of Completion of the last Contract for Sale.

3. Design and Development Outcomes

The Developer must design and construct Dwellings on each Block consistent with:

- (a) all applicable laws;
- (b) the terms and conditions contained in this Deed;
- (c) the Whitlam Housing Development Guide; and
- (d) the Affordable Housing requirements in clause 6 of this Deed.

4. Construction completion

The Developer must, within forty eight (48) months after Completion:

- (a) complete construction of Dwellings on each of the Blocks in accordance with the terms of this Deed; and
- (b) obtain a Compliance Certificate for each Dwelling.

5. Security

5.1 Security for performance

- (a) As security for the performance of the Developer's obligations under this Deed, the Developer must provide the Security to the Suburban Land Agency on the date of the Option Deeds (in respect of which time is of the essence).
- (b) If the Developer fails to comply with its obligations under this Deed, the Parties agree that the Security Amount represents a genuine pre-estimate of the loss of the Suburban Land Agency, given the failure to achieve the objectives of the process and the investment of considerable time and resources in by the Suburban Land Agency in carrying out the process described in clause 6.
- (c) If the Developer breaches any of its obligations under this Deed, the Suburban Land Agency may, without notice to the Developer, call on the Security for all costs reasonably incurred by the Suburban Land Agency in respect of or in connection with the preparation of this Deed and any costs in respect of carrying out its obligations or enforcing its rights under this Deed.
- (d) If the Suburban Land Agency calls on the Security, the Developer must, within 5 Working Days after being notified by the Suburban Land Agency (in respect of which time is of the essence), renew the Security to the Security Amount and provide it to the Suburban Land Agency.
- (e) If:
 - (i) the Developer has not performed its obligations under this Deed within 10 (ten) years after the date of Completion of the last Contract for Sale; or
 - (ii) this Deed is validly terminated under clause 15.1,
 the Security is released to the Suburban Land Agency absolutely.
- (f) On the Release Date, to the extent that the Suburban Land Agency has not called on or is not entitled to call on the Security under clause 5.1(c), the Suburban Land Agency will release to the Developer the Security provided under this clause 5.
- (g) If the Developer wishes to replace the Provided Security with a Permitted Substitute Security:
 - (i) the Developer may request the Suburban Land Agency to accept the Permitted Substitute Security in place of the Provided Security;
 - (ii) the Suburban Land Agency will not unreasonably refuse to accept the Permitted Substitute Security in place of the Provided Security;
 - (iii) the Developer will pay to the Suburban Land Agency all reasonable costs incurred by the Suburban Land Agency in relation to the substitution of the Permitted Substitute Security for the Provided Security;
 - (iv) upon the Developer delivering the Permitted Substitute Security to the Suburban Land Agency:

- A. the Permitted Substitute Security will be substituted for the Provided Security as security for the performance of the Developer's obligations under this Deed;
 - B. the Permitted Substitute Security is then the Security for the purposes of this Deed; and
 - C. the Parties rights and obligations in relation to the Permitted Substitute Security are as set out in this Deed, including in this clause 5; and
- (v) the Suburban Land Agency will promptly, after receiving the Permitted Substitute Security, release to the Developer the Provided Security (to the extent that the Suburban Land Agency has not called on, or is not entitled to call on, the Provided Security).

5.2 Specific performance

- (a) Nothing in this clause 5 prejudices any other rights or remedies of the Parties in respect of any breach of this Deed.
- (b) Without limiting clause 5.1(c), the Developer agrees that damages are an insufficient remedy in respect of a breach of this Deed and, noting clause 5.2(a), agrees that the Suburban Land Agency may seek orders for specific performance requiring the Developer to undertake any obligation under this Deed and/or injunctive relief preventing the Developer from taking any action contrary to or inconsistent with this Deed including the filing or lodging of any document with any party.
- (c) This Deed may be pleaded as a bar to any proceedings brought by the Developer against the Suburban Land Agency, Authority or Territory in respect of any costs or losses suffered by the Developer in connection with the Suburban Land Agency enforcing its rights as a result of the Developer's breach of this Deed.

6. Affordable Housing Requirements

6.1 Minimum Number of Affordable Housing Dwellings

- (a) The Developer must offer for sale, in a manner consistent with this Deed, the number of Affordable Housing Dwellings being no less than the Minimum Number of Affordable Housing Dwellings constructed (or to be constructed) on the Affordable Housing Blocks during the Term and in accordance with the Block Schedule.
- (b) The Developer must not sell, or enter into any agreement to sell, any number or type of Dwellings on the Land that would, in the opinion of the Suburban Land Agency, taking into account:
 - (i) the size of the Block;
 - (ii) the terms of the Crown Lease for the Block;
 - (iii) any restrictions on the development of the Block set out in the Territory Plan or any guidelines, approvals, or other documents issued by the Authority; or
 - (iv) any practical or legal restrictions,
 prevent the Developer from fulfilling the requirements of clause 6.1(a).

- (c) The obligations in clause 6.1(a) and 6.1(b) are not affected by:
 - (i) the subdivision or consolidation of Crown leases in respect of a Block (or any part of the Lot); or
 - (ii) the surrender and/or re-grant of Crown leases in respect of a Block (or any part of the Lot).

6.2 Sale of Affordable Housing

- (a) The Suburban Land Agency will serve on the Developer the Contact Information for a number of Eligible Home Buyers, being Identified Buyers within 18 Working Days of the Developer providing the Suburban Land Agency with the relevant Development Application approval, price list and any associated marketing materials.
- (b) The Suburban Land Agency will make all reasonable efforts to provide the Developer Contact Information for a number of Identified Buyers at least equal to the number of Affordable Housing Blocks identified in the Block Schedule.
- (c) Where the Suburban Land Agency serves on the Developer Contact Information for a number of Eligible Home Buyers that is less than the number of Affordable Housing Blocks, the Developer is not required to comply with the obligations of clauses 6.2(f)-and 6.2(i) in respect of the number of Affordable Housing Dwellings identified in the Blocks Plan that exceed the number of Identified Buyers identified by the Suburban Land Agency under that clause.
- (d) The Developer must not raise any objection as to whether an Identified Buyer is an Eligible Home Buyer.
- (e) The Identified Buyers will be selected from the Affordable Home Purchase Database in a manner that the Territory approves from time to time.
- (f) Unless otherwise specifically provided for in this Deed, the Developer must only sell Affordable Housing Dwellings:
 - (i) to Identified Buyers;
 - (ii) under Affordable Housing Contracts; and
 - (iii) consistent with this Deed.
- (g) The Developer must make reasonable efforts to sell the Affordable Housing Dwellings to all of the Identified Buyers including but not limited to:
 - (i) providing evidence of attempted contact with each Identified Buyer on at least three separate occasions (or until contact is made) within three (3) Working Days of the Suburban Land Agency providing the Developer their Contact Information;
 - (ii) if contact is made, providing an Affordable Housing Contract for any unsold Affordable Housing Dwelling offered by the Developer to each Identified Buyer;
 - (iii) providing all documents required by law or otherwise necessary for the Developer and the Identified Buyer to exchange an Affordable Housing Contract for the sale/purchase of any Affordable Housing Dwelling on an Affordable Housing Block that is not already the subject of an exchanged contract for sale; and

- (iv) executing Affordable Housing Contracts on terms consistent with this Deed with the Identified Buyers where they are ready, willing and able to do so.
- (h) Where, despite the reasonable efforts of the Developer, including the matters set out in clause 6.2(g), it does not exchange a contract for sale of an Affordable Housing Dwelling with an Identified Buyer within thirty (30) Working Days of being provided the Contact Information by the Suburban Land Agency, the Developer may:
 - (i) withdraw from negotiations with that Identified Buyer; and
 - (ii) ask the Suburban Land Agency to provide an alternative Identified Buyer's Contact Information.
- (i) The process set out in clauses 6.2(g) - 6.2(h) will continue until:
 - (i) all Affordable Housing Dwellings are the subject of executed contracts for sale;
 - (ii) the Suburban Land Agency does not provide further alternative Identified Buyer's Contact Information within ten (10) Working Days of a request by the Developer under clause 6.2(h); or
 - (iii) the date that is sixty (60) Working Days after the later of the date the Dwellings have been constructed on the Affordable Housing Blocks and Certificates of Occupancy granted for each.
- (j) Where, either despite the efforts of the Developer and Suburban Land Agency or because of the operation of clause 6.2(c), contracts for sale are not exchanged with Identified Buyers within the timeframe in clause 6.2(i), the Developer is relieved from its obligations to sell Affordable Housing Dwellings that are not already the subject of exchanged Affordable Housing Contracts to Identified Buyers but may only sell remaining Dwellings constructed on Affordable Housing Blocks as Affordable Housing:
 - (i) at or below the relevant Affordable Housing Threshold having regard to the size of the Dwelling; and
 - (ii) on terms no less favourable to a buyer, in the opinion of the Suburban Land Agency, than those offered to Identified Buyers.

6.3 Completion of sales of Affordable Housing

The Developer must, as soon as reasonably practicable following the completion of the sale of the Minimum Number of Affordable Housing Dwellings serve on the Suburban Land Agency copies of each of the following documents in respect of a sale of a Dwelling claimed by the Developer as part of the Minimum Number of Affordable Housing Dwellings:

- (a) executed Affordable Housing Contract;
- (b) a copy of the Certificate of Title noting the identity of the buyer in the contract for sale as Crown lessee;
- (c) an Eligible Confirmation Letter with respect to each buyer save in respect of those contracts for sale exchanged in accordance with clause 6.2(j); and
- (d) a written warranty that the Developer is not aware of any agreement, understanding or arrangement between the buyer and the Developer, or any other entity, that requires the buyer to pay any other amount or provide any additional consideration

in respect of the purchase of the Affordable Housing Dwellings that is not disclosed in the Affordable Housing Contract.

6.4 Mandatory Terms of Affordable Housing Contracts

- (a) Each Affordable Housing Contract must contain terms (being the Mandatory Terms) and satisfy the following:
- (i) be in a form substantially consistent (at the absolute discretion of the Suburban Land Agency) with the standard contract for the sale of residential land published and approved by the Law Society of the Australian Capital Territory, as amended from time to time;
 - (ii) set out a price for the Dwelling at or below the relevant Affordable Housing Threshold for the type of Dwelling;
 - (iii) provide that the Developer:
 - A. will accept on exchange of the contract a part payment of the deposit for an amount that is the greater of one percent of the price or \$5,000; and
 - B. may, at the Developer's discretion, require payment of the balance of the deposit no earlier than twenty (20) Working Days following exchange of the contract; and
 - (iv) include the Design Brief, or another schedule of finishes and inclusions approved by the Suburban Land Agency (Alternate Finishes and Inclusions Schedule), and confirmation that the items/requirements in the Design Brief (or Alternate Finishes and Inclusions Schedule if approved) will be provided by the Developer, installed, serviced and functional at completion of the contract as part of the price for the Dwelling.
- (b) The Suburban Land Agency may approve an Alternate Finishes and Inclusions Schedule for the purposes of clause 6.4(a)(iv) where it considers (in its absolute discretion) the finishes and inclusions in the Alternate Finishes and Inclusions Schedule are, when considered collectively, of at least a comparable standard, value, utility and amenity to those in the Finishes and Inclusions Schedule.

6.5 Suburban Land Agency's right to inspect

- (a) The Developer must provide the Suburban Land Agency with notice at least 20 Working Days' prior to the anticipated date of completion of construction of each Affordable Housing Dwelling.
- (b) The Suburban Land Agency, or the Suburban Land Agency's contractor, may inspect the Affordable Housing Dwelling at any time during construction (which may require this right being included in the Developer's building contract with the Developer's buyer) to ensure it is being, or has been, constructed in compliance with this Deed and in a good and workmanlike manner to the standard acceptable to the Suburban Land Agency.

7. Land Rent

7.1 Land Rent Lease to be offered to Buyers

- (a) The Developer must:

- (i) offer to Buyers the sale of the grant of a Land Rent Lease for any Block that meets the Land Rent Scheme threshold, being a purchase price for the Block of \$300,000 or less at the date of this Deed; and
 - (ii) provide the Suburban Land Agency with an Application for Land Rent Lease prior to the Buyer entering into a Contract for Sale for a Land Rent Lease.
- (b) The Developer acknowledges that an application to participate in the Land Rent Scheme is separate to an application to be an Eligible Home Buyer under the Affordable Housing Scheme.

8. Costs of Development and Approvals

8.1 Development Costs

- (a) The Developer is responsible for the costs of planning, designing, constructing, certifying or operating on, of or in relation to the Land or any Improvements and the Suburban Land Agency is not responsible for meeting any part of those costs.
- (b) Without limiting clause 8.1(a), the Developer will not make any Claim, seek any compensation or reimbursement in respect of any costs in respect of the planning, designing, constructing, certifying or operating on, of or in relation to the Land or any Improvements within it that arise as a result of:
 - (i) requirements of the Suburban Land Agency under this Deed or Contract for Sale or any subsequent variations to those documents agreed between the Parties;
 - (ii) any required changes to any Development Application that the Authority or any Relevant Agency requires during the Development Approval process; or
 - (iii) any changes that the Developer initiates.
- (c) For the avoidance of doubt, the Developer must not make any Claim, seek any compensation or reimbursement in respect of any costs in respect of the planning, designing, constructing, certifying or operating on/of or in relation to the Land or any Improvements as a result of a change even where the Authority or the Suburban Land Agency requires that change.

8.2 Approvals of Relevant Agencies

The Developer must, at its cost, submit applications to and obtain from the Authority and Relevant Agencies all Approvals necessary for the carrying out of the development of the Land. This includes obtaining all planning Approvals or endorsements from the Authority, including:

- (a) approved Development Applications for all improvements within the Land; and
- (b) any Approvals.

9. Indemnity

The Developer indemnifies the Suburban Land Agency and will keep it indemnified from and against any Claim, expense, costs, loss or damage suffered by the Suburban Land Agency arising out of any failure by the Developer to perform its obligations under this Deed.

10. Preservation of rights and Parties' obligations

- (a) Any variation, amendment, waiver, credit or other concession must be in writing.
- (b) Silence or delay on the part of the Suburban Land Agency does not constitute acquiesce or waiver.
- (c) Any variation, amendment, waiver, credit or other concession is specific only to the matter set out in writing and does not constitute a general variation of the relevant Party's rights.

11. Representations and warranties

The Developer represents and warrants to the Suburban Land Agency that:

- (a) if the Developer is incorporated, it is incorporated in accordance with the laws of its place of incorporation, validly exists under those laws and has the capacity to sue or be sued in its own name and to own its property and conduct its business as it is being conducted;
- (b) the Developer is authorised to execute this Deed and comply with all obligations under this Deed;
- (c) the unconditional execution and delivery of, and compliance with its obligations under, this Deed does not contravene its constitution or any law applying to it;
- (d) it is aware of and will comply with its obligations under the Work Health and Safety Act 2011 (ACT); and
- (e) it is aware of and will comply with its obligations under the Building Act 2004 (ACT) and the National Construction Code.

12. Costs and expenses

- (a) The Developer must pay to the Suburban Land Agency within 10 Working Days after demand all of the Suburban Land Agency's reasonable costs and expenses of or relating to any exercise or attempted exercise or the preservation of any of the Suburban Land Agency's rights under this Deed.
- (b) Subject to clause 12(a), the Developer and the Suburban Land Agency must bear:
 - (i) their own costs, including professional costs and disbursements, associated with the preparation and execution of this Deed and any subsequent consent, agreement, approval or waiver hereunder or amendment thereto; and
 - (ii) the costs associated with their performance of their obligations under this Deed.

13. Set-off

The Developer may not raise any set-off, counterclaim or defence in connection with its liabilities under this Deed.

14. GST

- (a) In addition to any other consideration, the recipient of a Taxable Supply made under or in connection with this document (Recipient) must pay to the Party making

the Taxable Supply (Supplier) the amount of GST in respect of the Taxable Supply. This subclause does not apply if the consideration specified for the Taxable Supply is expressly agreed to be GST inclusive.

- (b) If the amount paid by the Recipient to the Supplier in respect of GST (whether because of an Adjustment or otherwise):
 - (i) is more than the GST on the Taxable Supply, then the Supplier shall refund the excess to the Recipient; or
 - (ii) is less than the GST on the Taxable Supply, then the Recipient shall pay the deficiency to the Supplier.
- (c) The Recipient is not obliged to pay any amount in respect of GST to the Supplier unless and until the Supplier issues a Tax Invoice to the Recipient in respect of the Taxable Supply. If an Adjustment has occurred, the Supplier must issue an Adjustment Note to the Recipient.
- (d) The amount of a Party's entitlement under this Deed to recovery or compensation for any of its costs, expenses or liabilities is reduced by the Input Tax Credits to which that Party (or the Representative Member of a GST Group of which the Party is a member) is entitled in respect of such costs, expenses or liabilities.
- (e) For the purposes of this clause and where applicable in any other part of this Deed:
 - (i) GST has the same meaning as in the GST Law.
 - (ii) GST Law has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
 - (iii) Adjustment, Adjustment Note, GST, GST Group, Input Tax Credits, Representative Member and Tax Invoice have the meanings given to them in the GST Law;
 - (iv) Invoice is an invoice that:
 - A. if GST is payable in respect of the provision of services, is a valid tax invoice for the purposes of the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
 - B. clearly sets out details of the services provided and the amount that is due for payment, is correctly calculated and is in respect of services that has been supplied in accordance with this Deed;
 - C. is accompanied by any other details or reports required under this Deed; and
 - D. is rendered at the times specified in this Deed.
 - (v) Taxable supply has the meaning given to it in the GST Law, excluding section 84-5 of A New Tax System (Goods and Services Tax) Act 1999 (Cth).

15. Default and Termination

15.1 Termination by the Suburban Land Agency

- (a) The Suburban Land Agency may terminate this Deed, at any time by notice to the Developer, if:

- (i) the Option Deed or Contract for Sale is terminated; or
- (ii) the Developer:
 - A. permanently abandons the development of the Land; or
 - B. is the subject of an Insolvency Event; or
 - C. is in breach of a provision of this Deed, where that breach:
 - 1) if capable of being remedied, is not remedied within 20 Working Days of receipt of written notice specifying the default; or
 - 2) is not capable of being remedied.
- (b) If a breach by the Suburban Land Agency of its obligations under this Deed is a material cause of the occurrence of an event set out in clause 15.1(a) or delays or prevents the Developer's ability to remedy such an event, if the default can be remedied, the Suburban Land Agency may not exercise any of the rights and remedies otherwise given to it under clause 15.1(a) until the Suburban Land Agency has remedied the breach of its obligation.

15.2 Termination by the Developer

- (a) Subject to the terms of this Deed, if the Suburban Land Agency defaults in a material respect in the performance of any of its material obligations under this Deed and the Suburban Land Agency does not remedy such default to the reasonable satisfaction of the Developer within 30 Working Days of receipt of written notice specifying the default, the Developer may by written notice terminate this Deed.
- (b) If a breach by the Developer of its obligations under this Deed is a material cause of a breach or default of this Deed by the Suburban Land Agency or delays or prevents the Suburban Land Agency's ability to remedy such an event, and if the default may be remedied, the Developer may not exercise any of the rights and remedies otherwise given to it under clause 15.2(a) until the Developer has remedied the breach of its obligation.

15.3 Future restrictions resulting from termination by the Suburban Land Agency

- (a) Where the Suburban Land Agency terminates this Deed under clause 15.1, the Suburban Land Agency, the Territory and/or the Authority may impose restrictions or prohibitions on the participation of:
 - (i) the Developer;
 - (ii) any "associated entity" (as defined in Corporations Act 2001 (Cth) – see section 9 and 50AAA) of the Developer; and
 - (iii) any Person that the Suburban Land Agency considers (in its absolute discretion) colluded with, encouraged or facilitated the failure to comply by the Developer,

in any future offerings of land (including the offering of Crown leases in respect of land) for up to four (4) years from the date of notification to the Developer and or other Person of the restriction or prohibition.

- (b) The Developer agrees it will raise no objection and will not take any action against the Suburban Land Agency, the Authority, the Territory or any other body should the Developer, or any other Person, be restricted or prohibited from involvement in future offerings of land as result of the application of this clause.

15.4 Other Rights

Nothing in this clause 15 prejudices any other rights or remedies of the Parties in respect of any breach of this Deed.

16. Parties' Representatives and Notices

16.1 Parties' Representatives

- (a) The Parties nominated representatives (**Representatives**) are set out in **Item 4** of Schedule 1. If a Party has not nominated a Representative in this Deed, it must do so within ten (10) Working Days of the Deed Date. This appointment must be in writing.
- (b) Any direction given by a Party shall, if given to the Representative of the other Party, be deemed to be issued or given to or served upon that other Party.
- (c) A Party may change its Representative by notice to the other Party given in accordance with clause 16.2.

16.2 Notices

- (a) Any notice, including any other communication, required to be given or sent to either Party under this Deed must be in writing and given to the Party or its Representative. A notice will be deemed to have been given:
- (i) if delivered by hand, on delivery;
 - (ii) if sent by prepaid mail, on the expiration of two (2) Working Days after the date on which it was sent; or
 - (iii) if sent by electronic mail, on whichever of the following occurs first:
 - A. the other Party's acknowledgement of receipt by any means;
 - B. the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address;
 - C. the expiration of two (2) Working Days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs A to C occurring.
- (b) A Party's Representative may give a notice, claim or authority on behalf of that Party.

17. Governing law and jurisdiction

This Deed will be governed by and construed in accordance with the laws of the Territory, and the Parties submit to the non-exclusive jurisdiction of the courts of the Territory.

18. Dispute Resolution

- (a) If a difference or dispute (**Dispute**) arises in relation to this Deed either Party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the Parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 15 Working Days of the issue of the notice, refer the matter to appropriate senior executives with authority to resolve the matter.
- (b) Nothing in this clause 18 will prejudice the rights of either Party to institute proceedings to enforce this Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

19. Miscellaneous

19.1 No Agency, Joint Venture, Partnership etc.

Nothing contained or implied in this Deed constitutes a party being, the partner, agent, joint venture or legal representative of another party for any purpose or creates any partnership, agency, joint venture or trust, and no Party has any authority to bind another Party in any way.

19.2 Assignment

The Developer may not assign its rights under this Deed without the consent of the Suburban Land Agency which may give or withhold its consent in its absolute discretion and subject to any conditions it may see fit, including the provision of financial security by the proposed assignee.

19.3 Waiver

A failure to exercise or enforce or a delay in exercising or enforcing or a partial exercise or enforcement of any right, remedy, power or privilege under this Deed by either Party will not in any way preclude or operate as a waiver of any further exercise or enforcement of it or the exercise or enforcement of any other right, remedy, power or privilege under this Deed or provided by law.

19.4 Further assurance

Each Party must at its cost and expense immediately on demand by the other Party perform all such acts and execute all such agreements, assurances and other documents and instruments as the other Party reasonably requires to perfect the rights and powers afforded, created or intended by the Parties to be afforded to or created in favour of that other, by this Deed.

19.5 Severability of provisions

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

19.6 Australian Currency and measurements

- (a) All prices and sums of money referred to in, and payments required to be made under, this Deed shall be in the lawful currency of the Commonwealth of Australia.
- (b) All measurements of physical quantities will be in Australian legal units of measurements in accordance with the National Measurement Act 1960 (Cth).

19.7 Approvals not to affect obligations

The giving of any approval or the making of any direction or appointment or the exercise of any authority or discretion or the exercise, giving or making of any other matter or thing of any nature hereunder by a Party shall not, except where this Deed expressly provides to the contrary, relieve the other Party from its obligations under this Deed.

19.8 Non-merger

None of the terms, or conditions of this Deed or the warranties or indemnities in this Deed nor any act, matter or thing done under or by virtue of or in connection with this Deed shall operate as a merger of any of the rights and remedies of the Parties in or under this Deed, all of which will continue in full force and effect until the respective rights and obligations of the Parties under this Deed have been fully performed and satisfied.

Schedule 1

<p>Item 1 Buyer/Developer</p>	<p>ALN Construction Group Pty Ltd ACN 616 441 171</p>
<p>Item 2 Seller</p>	<p>Suburban Land Agency ABN 27 105 505 367</p>
<p>Item 3 Lot</p>	<p>[REDACTED] [REDACTED] Section 27 Whitlam [REDACTED]</p>
<p>Item 4 Parties' addresses</p>	<p>Suburban Land Agency Address: 480 Northbourne Avenue DICKSON ACT 2602 For the attention of: Representative: Teagan Valeri Email: affordablehomepurchase@act.gov.au Telephone: (02) 6207 2855</p> <hr/> <p>Developer Address: Unit 9 26 Francis Forde Boulevard FORDE ACT 2914 For the attention of: Representative: Ahmed Sukhera Email: asukhere@alngroup.com.au Telephone: [REDACTED]</p>

Item 5	Category of Affordable Housing	Maximum price (GST incl)
Affordable Housing Threshold	In respect of a Dwelling of less than 80 square metres Net Liveable Area	\$330,000 \$335,610
	In respect of a Dwelling of between and including 80m and 105 square metres Net Liveable Area	\$381,000 \$387,477
	In respect of a Dwelling of more than 105 square metres Net Liveable Area	\$434,000 \$441,378
Item 6 Security Amount	[REDACTED]	

Annexure A - Block Schedule

Lot	Block	Section	Affordable Housing Block	Land Rent Block	Area m ²
7	[Redacted]				
		27	Yes	Yes	225
[Redacted]					

Annexure B - Eligible Confirmation Letter



AFFORDABLE HOME PURCHASE

23 June 2020

<Name>
<Residential Address>

Email:

Dear <Name>

Affordable Home Purchase Scheme – Confirmation of Eligibility

Thank you for registering for the ACT Government's Affordable Home Purchase Scheme.

Your application and supporting evidence have been assessed by the ACT Government and you have been considered to meet the eligibility criteria.

The following name/s will be required to appear on a Sales Contract, Certificate of Title and/or Unit Title, per your application.

Applicant 1: <Name> Identifier: XXXXXX

Any additional or different names will not be accepted for Affordable Home purchases. If your circumstances change and you need to amend your application, please contact the Affordable Home Purchase Team at affordablehomepurchase@act.gov.au.

Next Steps

When affordable housing dwellings become available to purchase, you will be provided with information about the dwellings (such as location and size) and invited to participate in a ballot. If you choose to participate and your name is drawn in the ballot, your contact details will be provided to the developer of the affordable housing dwellings.

The developer or their agent will contact you to provide further information, including a copy of the sales contract. You will then be given 30 days to exchange contracts. We encourage you to seek independent legal and financial advice throughout this process to ensure you are prepared to purchase when the opportunity comes.

You will need to provide the developer with a copy of this letter, including your Unique Identifier, in order to be eligible to purchase the property.

If you are not successful in a ballot, the Affordable Home Purchase Team will notify you, and keep your name on our database for future opportunities for up to 12 months from the date of this letter, unless your eligibility changes.

If you have any questions about your registration or the Affordable Home Purchase Scheme please contact us either by emailing affordablehomepurchase@act.gov.au or by calling 13 22 81.

Your sincerely

ACT Affordable Home Purchase
Suburban Land Agency
ACT Government

Annexure C - Design Brief

**SUBURBAN LAND AGENCY
DESIGN BRIEF – CLASS ONE SINGLE RESIDENTIAL
AFFORDABLE DWELLINGS**

Project:



Blocks 1-15 Section 27 Whitlam



Project Description: Construction of Affordable Dwellings in Whitlam Stages 1 & 2

Disclaimer

Any representation, statement, opinion, or advice expressed or implied in this publication is made in good faith but on the basis that the Territory, its agents and employees are not liable (whether by reason of negligence, lack of care or otherwise) to any person for any damage or loss whatsoever which has occurred or may occur in relation to that person taking or not taking (as the case may be) action in respect of any representation, statement, or advice provided.

Revision History

Document History and Version Control Table

Version	Release Date	Author	Notes, amendments	Section(s)
1.0	18/01/2019	GB	Original document	
1.1	17/03/2020	TV	Revised for Whitlam Release	All
1.2	17/06/2020	TV	Final Revision	Various

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1. Introduction

This Design Brief has been prepared by the Suburban Land Agency (SLA) to provide information and advice to potential Builders for the delivery of Single Residential Affordable Dwellings (Dwellings) in Greenfield Estates in the ACT.

The SLA is committed to the delivery of quality affordable housing for the Canberra community. This document assists in ensuring that Dwellings are well designed and sustainable through the incorporation of mandatory minimum design principles and requirements.

This document is not intended to replace any consenting authority's controls, but rather to compliment them to ensure quality new construction in keeping with community standards.

This document is divided into three key sections:

1. Preliminaries
2. Design Principles
3. Building Specification

A checklist to ensure that potential Builders are compliant with SLA Design Brief is provided at Appendix 1.

2. Preliminaries

2.1 Standards

The Builder must comply with all applicable national standards and local requirements in any design and construction activities including but not limited to: -

- The National Construction Code (NCC) including Deemed-to-Satisfy (DTS) and Performance Requirements
- Applicable Australian Standards relevant to the work
- Territory, Local Authority and Statutory regulations
- Regulations and requirements of any utility providers for electricity, water, sewerage, gas and telecommunications
- Whitlam Residential Estate Housing Development Guide, including any amendments and/or variations

2.2 Materials

Dwellings shall be constructed with low maintenance materials that do not rely on coatings to maintain integrity and durability; (i.e. prefinished materials).

It is preferred that materials such as brick and Colorbond® are used. Construction types or materials with an inherently high level of on-going maintenance costs and/or unproven longevity characteristics shall not be used. A concrete slab on ground should always be adopted except where not possible, or where the use of prefabricated building methods provides lower construction costs. A pitched roof is also the preferred method of roof construction.

The use of secondhand building materials is not permitted in the construction of any Dwelling.

2.3 Appointment of Consultants

The Builder is responsible for the engagement and payment of any consultants related to the design and construction of a Dwelling including architects and/or designers, engineers, surveyors and other building professional as required.

2.4 Engagement of Building Surveyor

The Builder shall engage a suitably qualified and practicing Building Surveyor who is licensed under the *Construction Occupations (Licensing) Act 2004* to certify the works.

2.5 Work Health and Safety

The Builder is responsible for the management of the site and all contractors in accordance with the *Work Health and Safety Act 2011*.

2.6 Insurances

The Builder is responsible for acquiring and holding all relevant insurances in relation to the construction of residential building works.

2.7 Applications, Approvals and Fees

The Builder is responsible for obtaining and paying all fees for approvals and permits, applications, notices, inspections, in respect to all public and other authorities including but not limited to: -

- Development Application fees
- Building approval and assessment fees
- Building certification fees
- Connection fees for all utilities including electricity, water, sewerage, gas and telecommunications

2.8 Warranties and Certificates

The Builder shall provide to the Buyer of a Dwelling all relevant warranties and certificates including but not limited to: -

- Certificate of Occupation
- Energy Rating Certificate
- Termite protection and waterproofing certification
- Home Warranty Insurance Certificate
- Warranties and manuals for all installed appliances

2.9 Site Establishment

The Builder is responsible for the provision and management of the following ancillary works in relation to the construction of Dwellings including but not limited to: -

- Temporary fencing to the perimeter of the Lease boundaries
- Appropriate safety signage and builder's notification
- Stockpiling and storage of all materials within the confines of the Lease
- Protection of the verge including any street trees, grass, footpaths and verge crossings
- All applicable environmental controls
- The connection of any temporary services including water and electricity
- Rectification works as a result of any damage to Territory assets

It is advisable for the Builder to prepare a dilapidation report to assess and document the condition of any assets on Territory land to avoid any potential disputes related to their condition at a later stage.

2.10 Practical Completion

Upon practical completion, the Builder shall ensure that the following requirements are met.

- The site is cleaned, and all temporary fencing and rubbish is removed
- Verge restoration and reinstatement (where required) is completed with the asset accepted by TCCS or the relevant agency
- Telecommunications tested and operational
- All utility services including electricity, water, sewerage, gas and telecommunications are connected, approved and tested ready for occupation

2.11 External Works

The builder must complete all external works as part of a **lump sum construction contract**. These works cannot be included in any provisional sum including but not limited to: -

- Clearing and stockpiling of topsoil on site
- All bulk earthworks required to achieve benched levels
- Detailed excavation for footings and any retaining walls
- Excavation of service trenches for connection to water and sewer ties
- Construction of retaining walls and associated drainage
- Landscaping works
- Common boundary fencing and side fencing and gates

The Builder needs to ensure that an adequate contingency is allowed in their tender submission to cover unforeseen circumstances such as striking and removing rock. The contract sum cannot exceed the applicable threshold tier. This is based on the net living area (NLA) of the dwelling.

The Builder should refer to Geotechnical Information of the Affordable HDG for further information in relation to the Building Site Classification.

2.12 Plan Endorsement

The plans for each Dwelling must be submitted to the SLA for endorsement prior to lodging with EPSD or the Builder Building Surveyor for approval. Where plans that are endorsed by the SLA must be amended due to building approval not being granted or for any other reason, the revised plans shall be resubmitted to the SLA for re endorsement. Builders should refer to Section 5 regarding additional requirements in relation to the Landscaping Plan.

3. Design Principles

3.1 Sustainable Design

The SLA is committed to developing sustainable communities with environmental sustainability a major objective. By targeting this important issue, we will reduce the impact of urban development on the environment through specific initiatives in the key areas of energy efficiency, water conservation and reducing waste. The key requirements and features are: -

3.1.1 Energy Efficiency

- Optimising designs and features to maximise energy efficiency that incorporates north facing with associated glazed for living areas and private open space as well as cross flow ventilation
- All dwellings where practicable shall be protected by eaves that are project a minimum of 450mm from the dwelling
- Compliance with the National Construction Code
- Use of lighter roof colours and tree canopy cover to reduce urban heat island effect
- Utilising natural light and ventilation for the amenities
- Design of the roof to allow the optimal installation of solar water heater collector panels and photo voltaic (PV) systems

3.1.2 Water Conservation

- Installation of appliances and fixtures as close to the hot water heater as possible
- Incorporating low water demand and low maintenance landscaping
- Managing roof water as a valuable resource

3.1.3 Reducing Waste

- Minimising the amount of building waste deposited to landfill
- Identifying opportunities for recycling and reusing building materials and waste
- The use of materials that have a lower environmental impact including embodied energy

3.1.4 Protection of the Environment

- Active management of the construction site to mitigate harm and damage to the environment
- Improving the quality of stormwater discharged from the building and the block during construction

3.2 Amenity and Appearance

Dwellings should contribute to an overall improvement in the character and amenity of the neighbourhood in which it is located. Housing should not be readily distinguishable from new private sector housing, particularly with regard to: -

- Building setbacks from street alignment
- Treatment for elements of front elevations
- Roof pitches and materials
- Colour schemes

Where a development of two or more Dwellings are adjacent or in close proximity, designs shall offer a mix of external treatments and finishes to provide noticeable variation. For attached housing development linking themes may be appropriate.

3.3 Privacy and Address

Site planning should clearly delineate public spaces from private spaces. Private space includes backyards, courtyards, balconies, utility areas and rear house entry zones. Windows and doors to dwellings should be located to reduce overlooking from adjacent properties. Laundry, bathroom and toilet windows should not be prominent from public areas and are to be screened.

3.4 Safety & Identity

Each Dwelling shall have a “sense of address” within the street and the principal entrance must be easily identifiable and accessible. Internal passive surveillance of public and private spaces should be achieved to the extent possible in order to help minimise security risks and threats.

3.5 Outdoor Area

The outdoor area nominated as the Private Open Space shall be a usable and private area that is readily accessible from the Dwelling.

4. Building Specification

4.1 Minimum Dwelling Size

Dwellings must be constructed with the following net living areas (NLA). This is based on the number of bedrooms in the dwelling.

- 2 bedroom dwelling NLA of between 80m² and 105m²
- 3 bedroom dwelling NLA of greater than 105m²

The NLA is defined as the area measured to the outside face of external walls including internal walls between the living areas and garage (but excluding the area of the garage).

4.2 Minimum Room Dimensions

The SLA has developed a specification for the minimum room dimensions for Dwellings. The guidelines outline the area requirements, and the spatial and functional relationships of the various spaces. Area provisions are indicative only and include desirable **minimum internal dimensions** from the face of structural wall components.

Room/Space	Approx. Min Area (m ²)	Minimum clear internal dim. (mm)	Comments
Living area(s) 2 BR dwelling	25	3600	
Living area(s) 3 BR dwelling	30	3600	
Kitchen	10	3000	
Main bedroom	12	3500	Area includes built in wardrobe. All bedrooms must have natural light, (not borrowed), provided by an operable window
Secondary bedrooms	9	3000	Refer Section 4.8.6
Wardrobe to main BR	1.2	2400 x 500	
Wardrobes to sec. BR's	0.75	1500 x 500	
Bathroom	4	1.8	Refer Section 4.8.3 Note requirements of NCC for clearance
Separate toilet (WC)	1.5	900	
Separate laundry	2.0	1500	Must have 800mm clear opening for washing machine. Refer Section 4.8.4.1
Euro laundry (where installed)	1.1	1500 x 700 from the wall to rear of door	
Linen cupboard	Not applicable	1000 x 500	Refer Section 4.8.5
Circulation, hallways	Dependent on length	1000	
Covered front porch	2.7	1.8	
Car accommodation	In accordance with the requirements of the Single Residential Housing Dev. Code		Can be a garage or a carport structure

Table 1

4.3 General Design Requirements

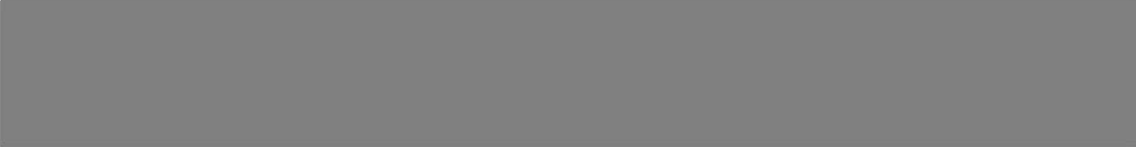
The following general design requirements shall be incorporated into the design of a Dwelling where practicable.

- A covered porch or roof overhang to protect the main entry door from rain ingress
- Living and meals areas are to have direct access to suitable outdoor private spaces
- Living and sleeping areas should be kept separate for functional and acoustic reasons
- Kitchen areas should be outside the main circulation routes and have natural light provided by an external window where possible
- Laundries should be located so that there is direct access to the external drying area where possible
- A separate entry hall and associated circulation space. The entry door shall not open directly into the living area.
- The bathroom and toilet shall be accessible to the sleeping areas without the need to pass through the living areas
- The toilet should be located so that it is not visible from main living spaces and entrance
- Bedrooms located to maximise privacy and reduce potential noise from neighbours
- Bathrooms and laundries should have direct natural lighting wherever possible. If direct natural lighting is not an option for internal bathrooms, then skylights are to be provided

4.3.1 Noise Management Requirements for Block q Section BC, Blocks 1-15 Section 27 and Blocks 1-16 Section 2

Façades facing John Gorton Drive and William Hovell Drive require acoustic protection measures to address external road noise. The purpose of this control is to create a 6m tall façade within the primary building zone of noise affected blocks to stop the noise that may be associated with John Gorton Drive and William Hovell Drive travelling further into the suburb. The blocks are identified on the Block Detail Plan in Section 4.

To achieve the above goal, the design of the house must be able to demonstrate that a cross section drawn parallel to the front boundary within the primary building zone can achieve a vertical surface with a height of at least 6m and width of the block, excluding side setbacks. For this purpose, these dwellings are required to be two storey and a minimum of 105m² NLA (minimum 3 bedrooms).



For design compliant with noise attenuation under the Territory Plan, including glazing requirements, refer to the *Single Dwelling Housing Development Code*.

4.4 Car Parking and Accommodation

Dedicated undercover car accommodation is required to be designed in accordance with the Single Residential Housing Development Code (Territory Plan). The car accommodation can be an enclosed garage or an open structure and shall include the following requirements.

- Be incorporated in the overall design of the dwelling
- Reinforced concrete slab on ground, graded to falls
- Have a lined and painted ceiling irrespective of whether the space is an enclosed garage or an open structure.
- Include a single GPO for the connection of a remote control garage door where installed by the Buyer at a later stage
- Allow access to the rear yard via a gate or door where possible

4.5 Bushfire Requirements (Bushfire Attack Level)

The Builder should refer to the Buyers Guide and the applicable Block Details Plan to determine whether the Block has Bushfire Requirements. Any bushfire requirement shall be constructed in accordance with the NCC, applicable Australian Standards and any local requirements.

4.6 Termite Management System

The Builder shall install a Termite Protection System that is a **physical barrier type**. **Chemical barrier systems shall not be used.**

All timber primary building elements are to be H2 treated timber. The system shall be installed in accordance with the NCC, applicable Australian Standards and any local requirements.

4.7 External Materials and Applied Finishes

It is at the discretion of the Builder and/or Buyer as to the external materials and finishes used noting the requirements of Section 2.2 of the Design Brief. Where a Block has Bushfire Requirements, the Builder must construct the Dwelling in accordance with the NCC, applicable Australian Standards and any local requirements.

4.7.1 Fascia Gutters and Downpipes

Material to be Colorbond® prefinished metal.

4.8 Internal Room Requirements

Please note that this Design Brief outlines rooms or areas where there are specific requirements including 4.2 Minimum Room Dimensions (Table 1).

4.8.1 Ceiling Heights

The minimum ceiling heights shall be in accordance with the NCC for habitable and non-habitable rooms.

4.8.2 Kitchen

- All cabinetry to use high moisture resistant whiteboard with 1mm PVC edging
- 32mm benchtop, min width 600mm with high pressure laminate and roll form edges
- Doors, drawer fronts and end panels to use Polytech melamine board or equivalent

- 600mm opening including plumbing and GPO for the provision of a dishwasher, (dishwasher provided by Buyer)
- Opening for the provision of microwave, (microwave provided by Buyer)
- Four drawer unit to include cutlery tray insert
- All doors and drawers to use “soft close” door furniture
- 96mm stainless door and drawer handles
- Minimum clear opening for fridge, (fridge provided by Buyer) 1800mm high x 850mm wide
- All wall surfaces adjoining benchtop to having tiling to the underside of overhead cupboards or at least 300mm above the bench where there is no cupboard above
- Sink stainless steel 1 1/2 bowl with drainer - Clark Punch or equivalent
- Oven - Westinghouse WVE615S or equivalent
- Cooktop - Westinghouse WHS642SA or equivalent
- Ducted Range hood - Westinghouse WRR614SA or equivalent externally ventilated
- Stainless Steel Mixer - Venecia Sink Mixer 631001C4A or equivalent

4.8.3 Bathroom and Toilet (WC)

A separate bathroom and toilet shall be provided. Where possible the toilet must adjoin an outside wall so that natural light and ventilation can be provided by an operable window. Where this is not possible a mechanically ventilated roof (sky) light ducted to the outside air is to be installed with a grill in the door to aid ventilation.

- Wall tiling 2100mm high to shower recess. Skirting tile to all other walls to a minimum height of 150mm from FFL
- Vanity Minimum 600mm wide vanity as selected by the Builder and/or Buyer
- Mirror Wall mounted. 600mm high x width of vanity unit
- Shower screen 1000mm x 1000mm cubicle with aluminium frame laminated glass
- Floor waste(s) As selected by the Builder
- Bathroom fixt. Caroma Cosmo range or equivalent
- Basin mixer Venecia Basin Mixer CP (5S) 631000CFA or equivalent
- Shower head Starsafe Ecojet Neu 900mm or equivalent
- Toilet Stylus Close Coupled PRI400SC-A Prima II or equivalent
- Bath (where installed) Caroma Stirling 1525mm bath or equivalent

4.8.4 Laundry

The laundry can either be a separate room or a “Euro” type laundry incorporated within a circulation space or in the kitchen

- Minimum clear opening of 800mm for washing machine
- Minimum 45L laundry sink. Everhard stainless steel or equivalent
- 600mm splashback to laundry sink and any benchtop
- Washing machine cocks to be chrome plated
- Skirting tile to all other walls to a minimum height of 150mm from FFL
- Provision of structural plywood sheeting or a timber ledger fixed to the wall for the installation of a wall mounted clothes dryer, (dryer provided by Buyer)

4.8.4.1 Euro Laundry (Where Installed)

- Doors to be a bifold opening left and right with a maximum door leaf width of 450mm. Colour to be the same as kitchen cabinets
- Wall tiles to all three internal walls to a height of 1500mm from FFL or to the nearest full tile
- **Floor waste must be installed**

4.8.5 Linen Cupboard

A separate lined storage cupboard shall be installed with an open five shelf unit constructed of 16mm whiteboard. Shelves at approximately 450mm centres.

4.8.6 Wardrobes to Bedrooms

All bedrooms shall have a built-in wardrobe. This is to be fitted with an overhead shelf at 1750mm high and an open four shelf unit constructed of 16mm whiteboard with a chrome hanging rail. The wardrobe shall be fitted with double sliding or hinged doors. The size of the wardrobe doors shall be no less than 2040mm x 820mm.

4.8.7 Windows

Windows shall be powder coat aluminium frame. Window performance for solar heat gain coefficient (SHGC) and U-value is to be in accordance with the performance requirements stated on the Energy Rating Certificate. Windows sashes are to be lockable and keyed alike. Flyscreens are to be provided to all windows. Where a Block has Bushfire Requirements the Builder must construct the Dwelling in accordance with applicable Australian Standards and any local requirements.

4.9 Internal Finishes

4.9.1 Window Furnishings

Roller or vertical blinds shall be installed to all windows and sliding doors except to wet areas. The colour, type and operation are as selected by the Builder and/or Buyer.

4.9.2 Door Specification

Door furniture shall be satin chrome lever type action with a minimum backset of 60mm. All entrance locksets and deadlocks are to be "keyed alike". All doors are to have door stops fitted. External solid core doors are to have a minimum of three 100mm hinges. Hollow core doors to have 75mm hinges.

Door Location	Min. door leaf dim. (mm)	Construction	Door furniture
Entrance	2040 x 920	Solid Core	Entrance Lockset + Dead Lock
Exterior	2040 x 820	Solid Core	Entrance Lockset + Dead Lock
Living/ Bedroom	2040 x 820	Hollow Core	Passage Set
Bathroom, WC	2040 x 770	Hollow Core	Privacy Set
Laundry	2040 x 770	Hollow Core	Passage Set

Table 2

4.9.3 Security

All external hinged and sliding doors are to be fitted with a meshed security screen door, keyed alike, with a door closer installed to the front security door.

4.9.4 Floor Finishes

It is at the discretion of the Builder and/or Buyer as to the floor finishes selected. Typically, living and wet areas will be tiled, and bedrooms carpeted.

It is a requirement that the front porch and any exposed edges are tiled. Wardrobes and cupboards are to have an applied floor finish such as carpet.

Ceramic floor tiles shall have a minimum slip resistance of R10/P3, and be suitable for exterior use where installed outside.

4.9.5 Internal Linings and Cornice

Generally, the installation of plasterboard installed to the manufacturer's specification is acceptable, noting that in wet areas and the rear of kitchen benchtops that water resistant plasterboard shall be installed.

90mm coved cornice or "square set" shall be used at the junction of wall and ceiling lining.

4.9.6 Internal Trim

Skirting and architrave shall be a minimum 67 x 18mm with the profile as selected by the Builder. The use of MDF is not **acceptable in wet areas**. Finger jointed pine or similar must be used in these areas.

4.9.7 Paint Systems

The pallet of exterior and interior colours is to be selected by the Builder and/or Buyer.

4.9.7.1 Internal Surfaces and Trims

Paint systems to include primer/undercoat plus two coats. Coats to be applied as per manufacturer's specification to achieve recommended dry film thickness. Where paints are applied by spraying, the topcoat must be rolled.

- Ceilings Ceiling white
- Walls Wash and wear low sheen acrylic
- Trims & arch Gloss or semi-gloss acrylic or enamel
- Doors Gloss or semi-gloss acrylic or enamel to all vertical surfaces; top & base to be primer plus minimum one coat.
- Wet areas Wash and wear semi-gloss acrylic including ceilings

4.9.7.2 External Painted Surfaces

External high quality low sheen acrylic systems fit for purpose, with primer/undercoat plus two coats to all surfaces including but not limited to soffit lining, eaves, cladding, external face of doors, posts and meter box.

4.10 Metered Services

Water and electricity services are to be individually metered to each Dwelling. The installation of a metered gas service is not required, and the installation is at the discretion of the Builder.

4.11 Service Easements

Easements are depicted on the Block Details Plan and the Deposited Plan. The Builder should refer to the Buyers Guide for general information.

4.12 Electrical Services

4.12.1 Internal Artificial Lighting

Internal artificial lighting with appropriately located switching shall be installed in accordance with the NCC and applicable Australian Standards noting: -

- All light fittings shall be LED type lighting. Fluorescent tube lighting can only be installed for the car accommodation
- Lighting to living areas shall be dimmable
- Two way switching installed where appropriate, (i.e. hallways)
- Surface mounted 'Oyster' lights are preferred due to the reduction in ceiling penetrations

- Down lights where installed must not create an unsealed ceiling penetration
- Refer to Section 4.12.6 in relation to bedroom lighting
- Bathroom to have a combination fan, light, heater ducted to outside air. Refer to Section 4.12.3

4.12.2 External Artificial Lighting

External artificial lighting with appropriately located switching shall be provided in the following locations: -

- Front entrance to the dwelling
- Outside the external laundry door (where installed)
- Outside the rear door
- Motion activated external flood light to adequately illuminate the rear yard including the clothesline area

4.12.3 Mechanical Ventilation

Exhaust fans shall be included in kitchens, bathrooms and laundries. These must be ducted externally to outside air and include back draft dampers. Doors to bathrooms and laundries are to include a grill where the only source of ventilation is mechanical to aid ventilation.

4.12.4 GPOS's (Power Points)

All GPO's installed shall be double type in accordance with the following table.

Room/Area	Minimum Number of GPO's
Living/ dining	2 plus a GPO located next to the antenna outlet
Main Bedroom	2
Secondary Bedrooms	1 per room
Kitchen	2 adjacent to benchtop + appliances (4.12.5)
Bathroom, Laundry, Circulation	1 per room
External	1 x waterproof to POS

Table 3

4.12.5 Appliances and Services

A single GPO shall be provided for appliances and services including but not limited to NBN, hot water system, remote garage door, water tank pump, electric vehicle charge point and fixed appliances.

4.12.6 Space Heating and Cooling

A reverse cycle split system, non-ducted air conditioner shall be installed as the primary source of heating and cooling in the living areas only. Both the heating and cooling cycle must achieve a minimum of 3.5 stars in accordance with the Minimum Energy Performance Standard (MEPS).

900mm sweep ceiling fans with an integrated light shall be installed in all bedrooms.

4.12.7 Water Heater

An electric boost solar water heater or an electric heat pump shall be installed in accordance with the requirements of the Plumbing Code of Australia and relevant Australian Standards.

The water heater must be located as close as practicable to the hot water outlets. External, storage model tanks are preferred.

Where an electric boost solar water heater is installed the solar water heater collector panels must be installed on the roof with a minimum inclination of 15 degrees and be orientated no greater than +/- 45 from true north. Where this is not achievable due to the pitch of the roof a metal mounting frame must be installed.

4.12.8 Electrical Vehicle Charging

The provision for an electrical vehicle charge point shall be located in the car accommodation space. Builders can refer to the Affordable HDG for further information.

4.12.9 Smoke Detectors

A smoke detector(s) shall be installed to meet the NCC, relevant Australian Standards and any local requirements.

4.13 Water Supply

4.13.1 General

All water supply works to comply with the NCC and relevant Australian Standards. Appliances using water are required to have a minimum water efficiency rating of 3 star WELS rating. All dwellings shall have hot and cold water supplied to each fixture except the dishwasher which can be a cold water connection only.

4.13.2 Garden Taps

A minimum of two garden taps are required. One shall be installed in the front yard as close as practicable to the car accommodation and the other garden tap installed in the rear yard. Where these are supplied from a non-potable water supply, (i.e. water tank), the garden taps must be clearly labelled such.

4.14 Hydraulic Services

The Builder should refer to the Block Details Plans for service ties and the Buyers Guide for general information regarding connection of hydraulic services to the Block.

4.15 Drainage

The Builder should refer to the Block Details Plan for service ties and refer to the Buyers Guide for general information.

4.16 Communications

4.16.1 NBN

Telephone and data services are to be installed in accordance with all NBN requirements. A cabinet large enough to house NBN equipment and a single GPO is required.

4.16.2 Television Systems

A minimum of one TV antenna outlet shall be located in the living room including cabling and a TV antenna for each Dwelling. The antenna shall not be visible from the street where possible.

5. External Works

5.1 General

The Builder shall prepare a basic landscape plan (1:100) that provides an indicative layout of the proposed works including:

- Site levels and contours
- Location of trees and shrubs
- Nomination of species of street trees
- Turfed and mulched areas
- Position of any retaining walls
- Driveways, footpaths and paved areas
- Position of side fences, gates and the letterbox

5.2 Soft Landscaping

5.2.1 Preparation

Prior to undertaking any landscape works the block must be appropriately prepared for the intended surface treatments and plants. Where there is insufficient quality or quantity of stockpiled site topsoil, areas must have imported topsoil blended to make up quantities required. Prior to placement of soil additives or topsoil, all weeds must be sprayed or removed, and the ground must then be ripped and cultivated to achieve de-compaction to the depths to enable plant growth.

5.2.2 Grass Preparation

Weeds and grasses are to be removed site prior to laying turf. Areas to be grassed to be ripped to minimum 150mm depth. Topsoil to be a minimum 100mm depth.

5.2.3 Grassing

The Builder should refer to Turf Supply in the Buyers Guide for further information regarding Fireweed. Areas of the site to be grassed shall be turfed with an appropriate cultivar suitable for Canberra's climate.

5.2.4 Plantings General

The species of shrubs and plants (minimum pot size of 140mm) are to be identified on a landscape plan. Plants should be carefully selected for low maintenance, mature height and shade characteristics where appropriate. They must be hardy, drought and fire resistant, and be of low invasive character. All plantings must be commonly available and sourced from the Canberra area. Plants should be planted in beds with minimum 200mm good quality topsoil with organic matter. Ground under topsoil to be cultivated to a minimum depth of 150mm. The number of plants in the rear yard should include approximately twenty, in accordance with the Single Residential Housing Development Code (Territory Plan).

5.2.5 Mulch

Organic or gravel mulching may be used where required within a co-ordinated landscape design. Where organic mulch is provided a minimum of 100mm of mulch is required. The use of weed matting is preferred.

5.2.6 Edging

Edging between turfed and mulched areas shall be H4 treated pine or hardwood.

5.2.7 Establishment

The Builder shall ensure that the landscaping is adequately established to ensure plants and turf are healthy and grow prior to handover to the Buyer. This may require extended periods of irrigation during summer and protection from frosts over winter.

5.3 Hard Landscaping

5.3.1 Retaining Walls

Retaining walls shall be constructed from masonry materials. The use of treated timber is not permitted for retaining walls except to reduce any gaps under common boundary fences.

Retaining walls shall be installed where: -

- The slope or batter of the ground exceeds 1:2 or
- The difference between the two adjacent surface levels exceeds 500mm

The services or suitably qualified and practicing engineer should be considered to ensure structural adequacy and drainage of any retaining wall design.

5.3.2 Driveway

The driveways shall be reinforced concrete with a non-slip finish (i.e. "broom finish") and connect from the car space and align with the verge crossing at the property boundary.

Where the grade change from the car space to the verge crossing exceeds 1:10, a suitably qualified engineer should be consulted to assist in the design of the driveway and/or the floor level of the car accommodation.

A grated drain connected to the stormwater system shall be installed where the driveway slopes towards the car space.

The Builder should refer to the Buyers Guide for general information and the Blocks Details Plans for driveway locations.

5.3.3 Footpaths

Reinforced concrete paths (minimum width of 900mm), with broom finish shall as a minimum be provided from: -

- The driveway and/or car accommodation to the front entrance door
- The external door from the laundry or other external door to the clothes drying area
- To any other external doors extending the full width of the doorway plus a minimum of 100mm on either side of the door opening

5.3.4 Utilities

Concrete pads are required where applicable for: -

- The storage of waste bins for general waste, recyclables and green waste (three bins) where provision is not made within the car accommodation. Waste bins should be located no greater than 75m carting distance from the designated kerbside collection point.
- Rainwater tanks
- Air conditioning condenser/compressor units
- External hot water storage tanks

5.3.5 Private Open Space

An outdoor area constructed of an impermeable surface such as reinforced concrete or segmental paving units shall be installed for the Private Open Space, sized in accordance with the Single Residential Housing Development Code (Territory Plan).nominated on the drawings to provide a usable outdoor area. This is to be graded to drain any surface water away from the dwelling.

5.4 Clothes Drying Area

A clothesline must be installed to each dwelling. It should not be visible from the street and be as near as practicable to the laundry. The clothesline should receive sunlight during winter and have a minimum of 25 lineal metres hanging length.

Where space allows a rotary type, hoist is preferred. The clothes drying area is to be connected to the dwelling with a reinforced concrete path of not less than 900mm wide.

5.5 Common Boundary Fencing

Common boundary fencing must be installed along all common boundaries of each Block.

The Builder is responsible for the entire cost of fencing all individual Blocks. Where fencing adjoins a Lease that this is not part of your Contract, (i.e. a neighbour), the Builder must construct the fence where it is not built in consultation with the adjoining Lessee and negotiate the sharing of costs. The SLA will not contribute to the cost of building and/or maintaining the fence where a First Grant Crown Lease has not been issued on a neighbouring Block.

The fencing can be either: -

- 1800mm metal panel fencing (i.e. Colorbond[®]) with posts concreted into the ground. A sleeper to reduce any gaps is required where the fence is stepped on a sloping block, or
- 1800mm hardwood timber close space paling fence with a minimum of three rails and metal posts concreted into the ground

5.6 Mandatory Transparent Fencing

The Builder should refer to 2.7 Mandatory Transparent Fencing of the Whitlam HDG for fencing requirements to applicable blocks.

5.7 Fences and Side Gates

A fence shall be constructed along the front building line to enclose the rear yard and include the following requirements: -

- Inclusion of at least one 900mm wide gate with a lockable latch to facilitate access to the rear yard
- Minimum height of 1500mm
- Maximum transparency of 20%, (i.e. no chain wire fencing allowed)

It is at the discretion of the Builder as to the material(s) selected.

The Builder should refer to Utility Provider Access Requirements of the Buyers Guide for further information regarding where service access is required to the rear of the Block.

5.8 Postal Services

The Builder should refer to Postal Services in the Buyers Guide for further information.

The letterbox must be securely attached to the ground, be lockable or have the provision for a padlock and be clearly numbered.

5.9 Rainwater Tanks

Rainwater tanks (where required) shall be installed in accordance with Rule 6.1 of the Single Dwelling Housing Development Code.

Where a rainwater tank is installed it must not be visible from the street and shall be located on a concrete pad.

The installation of rainwater tanks and any associated infrastructure including pumps, check valves and connections must be in accordance with Australian Standards and local requirements.

ATTACHMENT 1 – SLA DESIGN BRIEF CHECKLIST

Checklist Item **Y/N** **Comments**

Preliminaries		
Standards (2.1)		
Materials (2.2)		
Appointment of Certifier and Building Surveyor (2.3, 2.4)		
Work Health & Safety (2.5)		
Insurances (2.6)		
Applications, Approvals and Fees (2.7)		
Warranties and Certificates (2.8)		
Site Establishment (2.9)		
Practical Completion (2.10)		
External Works (2.11)		
Plan Endorsement (2.12)		

Design Principles		
Sustainable Design (3.1)		
Amenity and Appearance (3.2)		
Privacy and Address, Safety and Identity (3.3, 3.4)		
Outdoor Area (3.5)		

Building Specifications

Minimum Room Dimensions (4.2)	
General Design Requirements (4.3)	
Car Parking Accommodation (4.4)	
Internal Room Requirements (4.8)	
External Materials and Finished (4.7)	
Termite Management System (4.6)	
Bushfire Requirements (4.5)	
Internal Finishes (4.9)	
Metered Services (4.10)	
Communications (4.16)	
Electrical Services (4.12)	
Water Supply (4.13)	
Hydraulic Services, Service Easements and Drainage (4.11, 4.14, 4.15)	

Executed as a deed.

Signed, sealed and delivered on behalf of the Suburban Land Agency in the presence of:

Signature of witness

Signature of authorised officer


Full name of witness

Full name of authorised officer

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 of ALN Construction Group Pty Ltd



Signature of sole director and sole company secretary