

---

**From:** Hillcrest, Jessica  
**Sent:** Thursday, 18 November 2021 9:46 AM  
**To:** Netting, Jason  
**Cc:** Torcasio, Kathy; Muthu, Clyde; Valeri, Teagan  
**Subject:** RE: Whitlam AH - Lots 1 & 2 - Alivin Developments - Request to extend Call Option Expiry Date [CU-Legal.FID3049960]

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** For Filing in Objective

OFFICIAL

Hi all,

Apologies for not getting back to you on this one, has been a busy couple of days in my inbox.

I am happy to authorise a 3 month extension only, no longer – as per Clyde’s notes from our meeting with Pavilion they were encouraged to send through plans as soon as possible but as yet I don’t believe they have done so.

Thanks,  
Jess

**Jessica Hillcrest**

Program Manager | Housing Choice (*Pronouns: She/Her*)

T: 6205 8476 | E: [Jessica.Hillcrest@act.gov.au](mailto:Jessica.Hillcrest@act.gov.au)

Suburban Land Agency | ACT Government

480 Northbourne Avenue Canberra ACT 2601

GPO Box 158 Canberra ACT 2601 | [www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

---

**From:** Netting, Jason <Jason.Netting@act.gov.au>  
**Sent:** Wednesday, 17 November 2021 6:25 PM  
**To:** Hillcrest, Jessica <Jessica.Hillcrest@act.gov.au>  
**Cc:** Torcasio, Kathy <Kathy.Torcasio@act.gov.au>; Muthu, Clyde <Clyde.Muthu@act.gov.au>  
**Subject:** RE: Whitlam AH - Lots 1 & 2 - Alivin Developments - Request to extend Call Option Expiry Date [CU-Legal.FID3049960]

OFFICIAL

Hi Jess

Just confirming you are happy to authorise a three month extension (only)

Jase

---

**From:** Torcasio, Kathy <[Kathy.Torcasio@act.gov.au](mailto:Kathy.Torcasio@act.gov.au)>  
**Sent:** Tuesday, 16 November 2021 8:37 PM  
**To:** Hillcrest, Jessica <[Jessica.Hillcrest@act.gov.au](mailto:Jessica.Hillcrest@act.gov.au)>; Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>; Netting, Jason <[Jason.Netting@act.gov.au](mailto:Jason.Netting@act.gov.au)>  
**Subject:** FW: Whitlam AH - Lots 1 & 2 - Alivin Developments - Request to extend Call Option Expiry Date [CU-Legal.FID3049960]

OFFICIAL

Hi Jess

Please see the request attached from Alvin Developments lawyer for a nearly 4 month extension.

[@Muthu, Clyde](#) can you advise if you have had any further correspondence with Alvin Developments in regards to this matter.

Taking into account the information below for the extensions previously given to Sunny Homes, Imagine, ALN, and Kolak Land 2, I concur with Clayton Utz's request to extend for three months, until March 2, 2022.

Kindly advise whether you agree or disagree with this recommendation.

Warmly

*Kathy Torcasio*

**Director Client Relations**

T: 02 62053020 | [REDACTED] | [Kathy.torcasio@act.gov.au](mailto:Kathy.torcasio@act.gov.au)

**Suburban Land Agency | ACT Government**

480 Northbourne Avenue, Dickson ACT 2602 | GPO Box 158 Canberra ACT 2601

[www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)



[facebook.com/suburbanland](https://facebook.com/suburbanland)

<https://suburbanland.act.gov.au/en/residential-land-for-sale>

*Together we succeed*



*I pay my respects to their Elders past and present, and to their emerging leaders. Sovereignty has never been ceded. It always was and always will be, Aboriginal land.*

---

**From:** [REDACTED] <[\[REDACTED\]@claytonutz.com](mailto:[REDACTED]@claytonutz.com)>

**Sent:** Tuesday, 16 November 2021 5:45 PM

**To:** Torcasio, Kathy <[Kathy.Torcasio@act.gov.au](mailto:Kathy.Torcasio@act.gov.au)>

**Cc:** Netting, Jason <[Jason.Netting@act.gov.au](mailto:Jason.Netting@act.gov.au)>; Emerson, Mark <[Mark.Emerson@act.gov.au](mailto:Mark.Emerson@act.gov.au)>; Austin, Gabrielle <[Gabrielle.Austin@act.gov.au](mailto:Gabrielle.Austin@act.gov.au)>; Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>; [REDACTED] <[\[REDACTED\]@claytonutz.com](mailto:[REDACTED]@claytonutz.com)>

**Subject:** Whitlam AH - Lots 1 & 2 - Alivin Developments - Request to extend Call Option Expiry Date [CU-Legal.FID3049960]

**CAUTION:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear Kathy

**Attached** is a letter received this evening (despite the date) from Alivin Developments' lawyer requesting an extension of the Call Option Expiry Date from 2 December 2021 to 31 March 2022 (almost 4 months).

To date the SLA has granted:

- 3 month extensions to Out of Scope and ALN; and
- 2 month extensions to Out of Scope

Arguably, Alivin has a stronger argument re Covid impacting them as they exchanged option deeds on 3 June 2021.

We note that we have had no contact with their potential purchasers.

We recommend the SLA grant an extension of no longer than 3 months, to 2 March 2022, noting that we have not been privy to any other communication between the SLA and Alivin Developments.

Please confirm how you would like us to respond.

Regards

[Redacted]

[Redacted]

**Clayton Utz**

Level 10, 2 Phillip Law Street, Canberra ACT 2601 Australia | Ext 3020 | D [Redacted] | F +612 6279 4099 | M [Redacted]  
[Redacted] [@claytonutz.com](mailto:[Redacted]@claytonutz.com) | [www.claytonutz.com](http://www.claytonutz.com)



 Please consider the environment before printing this e-mail

**Annexure I - Special Condition****48. GRANT OF LEASE**

- 48.1 The Buyer must ensure that the dwelling constructed on the Land is sold as an Affordable Housing Dwelling in accordance with the Project Delivery Deed.
- 48.2 The Seller will not consent to the Buyer transferring the Lease unless the Seller is satisfied:
- (a) the dwelling constructed on the Land is an Affordable Housing Dwelling; and
  - (b) the price the Buyer's purchaser is required to pay under the Buyer's Contract does not exceed the Affordable Housing Threshold that is applicable at the date of the Buyer's Contract.
- 48.3 In this clause 48:

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

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

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

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

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

**Minimum Inclusions** has the definition in the Project Delivery Deed.

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

## EXTENSION, RESCISSION TERMINATION REQUEST FORM

Request Type	<input type="text" value="Extension"/>	Request Date	<input type="text" value="23/02/2022"/>		
Suburb	<input type="text" value="Whitlam"/>	Block	<input type="text" value=""/>	Section	<input type="text" value="2"/>
If packaged or multiple blocks, supply here		<input type="text" value=""/>			
Block primary use	<input type="text" value="Affordable"/>	Sales Price	<input type="text" value=""/>		
Exchange/Deed Date	<input type="text" value="03/06/2022"/>	Deed Expiry Date	<input type="text" value="02/03/2022"/>		
This is the	<input type="text" value="Second Request"/>	Proposed Settlement Date	<input type="text" value=""/>		
Was NTC Issued?	<input type="text" value="Not Applicable"/>	NTC Expiry Date	<input type="text" value=""/>		
Reason for Request	<input type="text" value="Builder has experienced delays with achieving design certification and will not be ready to offer blocks for sale within the option expiry period. There was some concern the builder may be financially overextended if SLA exercised the put options on the builder."/>				
Has Evidence been provided?	<input type="text" value="Yes"/>	If non-standard, is precedent in register?			
Request meets Criteria	<input type="text" value="Non-Standard"/>	<input type="text" value="No"/>			
<i>Financial reasons that may justify sufficient grounds for the Agency to agree to a request for an extension with penalties providing that supporting documentation is provided (if they are not related to an Unforeseen Major Event) include: a delay in obtaining financing due to processing delays beyond their control;</i>					
Request prepared by	<input type="text" value="Clyde Muthukumaraswamy"/>				
Name of Solicitors Firm	<input type="text" value="Clayton Utz"/>				
Recommendation	<input type="text" value="Approve Extension - with fees/penalties"/>				
Advice	<input type="text" value="Approve the extension to 18 May 2022 to allow builder, and the first tranche of identified buyers, sufficient time to nominate and exchange contracts."/>				

Action Officer's Name	<input type="text" value="Clyde Muthukumaraswamy"/>			
Does Officer Agree to Solicitor Advice?	<input type="text" value="Yes"/>			
Provide rationale	<input type="text" value="Extension offered As part of the risk mitigation strategy for Pavilion Homes delivering on the Affordable Housing blocks discussed and approved by Nick Holt and Neil Bulles."/>			
Evidence Objective Link	<input type="text" value="fA11825614"/>			
Recommended Extension Date	<input type="text" value="18/04/2022"/>			

Development Director	Under 1 Million	Up to 1 Month
Development Director and Program Manager	Under 1 Million	Over 1 month
Deputy CEO	Up to 10 Million	All extensions
Chief Executive Officer	Over \$10 Million	All extensions

Name of Delegate

Nicholas Holt

Delegate's Comments

Noted. Options with builder have been discussed and it was agreed that this approach represented the lowest risk to the agency

Delegate's Decision

Approved - with penalty

Approved Extension Date

02/03/2022

Delegate's Signature

\_\_\_\_\_

*Once Delegate decision has been made, this request form must be saved as a PDF in Objective in the relevant folder*

---

**From:** Suburban Land Valuations  
**Sent:** Wednesday, 2 March 2022 10:12 AM  
**To:** Torcasio, Kathy  
**Cc:** Muthu, Clyde; Shah, Chaitali; Zamora-Pullin, Joshua; Mangubat, Sheryll  
**Subject:** Whitlam 16 x SR (4x4) Packaged Lots & 1 MU PLUS Whitlam Public Housing 10 x SR Blocks & 1 MU

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

**Categories:** For Filing in Objective

OFFICIAL

Good morning folks

Just a quick email to advise Exec have approved reserve pricing for Whitlam 16 x SR (4x4) Packaged Lots & 1 MU PLUS Whitlam Public Housing 10 x SR Blocks & 1 MU.

I will forward a redacted copy of the signed Brief document plus the approved figures in XL early this afternoon.

Thanks

Kaz

**Karen De Britt**

Valuations Administrator

Valuations and Advisory Services

**T:** 02 6207 9775

---

**From:** Valeri, Teagan  
**Sent:** Friday, 18 February 2022 4:09 PM  
**To:** Torcasio, Kathy; Holt, Nicholas; Bulless, Neil; Hillcrest, Jessica; Netting, Jason  
**Cc:** Muthu, Clyde  
**Subject:** RE: PLACEHOLDER: Discuss Put & Call Option Expiry for Pavilion

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** For Filing in Objective

OFFICIAL

Thanks Kathy

I saw the Monday 2X in her out of office and didn't notice it was an 8 not a 1!

Will pass through to her colleague as it will need to be issued via CU regardless.

Cheers

**Teagan Valeri | Manager, Affordable Housing**  
6207 2855 | **Suburban Land Agency**

---

**From:** Torcasio, Kathy <Kathy.Torcasio@act.gov.au>  
**Sent:** Friday, 18 February 2022 3:56 PM  
**To:** Valeri, Teagan <Teagan.Valeri@act.gov.au>; Holt, Nicholas <Nicholas.Holt@act.gov.au>; Bulless, Neil <Neil.Bulless@act.gov.au>; Hillcrest, Jessica <Jessica.Hillcrest@act.gov.au>; Netting, Jason <Jason.Netting@act.gov.au>  
**Cc:** Muthu, Clyde <Clyde.Muthu@act.gov.au>  
**Subject:** RE: PLACEHOLDER: Discuss Put & Call Option Expiry for Pavilion

OFFICIAL

Out of Scope

Cc: Torcasio, Kathy <[Kathy.Torcasio@act.gov.au](mailto:Kathy.Torcasio@act.gov.au)>; Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>

Subject: RE: PLACEHOLDER: Discuss Put & Call Option Expiry for Pavilion

OFFICIAL

Hi Teagan,

# Schedule 1.2

regards

Nicholas

---

**From:** Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>

**Sent:** Friday, 18 February 2022 12:53 PM

**To:** Bulless, Neil <[Neil.Bulless@act.gov.au](mailto:Neil.Bulless@act.gov.au)>; Hillcrest, Jessica <[Jessica.Hillcrest@act.gov.au](mailto:Jessica.Hillcrest@act.gov.au)>; Holt, Nicholas <[Nicholas.Holt@act.gov.au](mailto:Nicholas.Holt@act.gov.au)>; Netting, Jason <[Jason.Netting@act.gov.au](mailto:Jason.Netting@act.gov.au)>

**Cc:** Torcasio, Kathy <[Kathy.Torcasio@act.gov.au](mailto:Kathy.Torcasio@act.gov.au)>; Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>

**Subject:** RE: PLACEHOLDER: Discuss Put & Call Option Expiry for Pavilion

OFFICIAL

Neil and Nicholas

Please find attached draft letter we are proposing to issue to Alivin/Pavillion following Monday's meeting.

Please let me know should you have any comments or concerns, ideally we'd like to send this via Clayton Utz before **COB today, Friday 18 February.**

Cheers

Teagan

**Teagan Valeri | Manager, Affordable Housing**

6207 2855 | **Suburban Land Agency**

-----Original Appointment-----

**From:** Bulless, Neil <[Neil.Bulless@act.gov.au](mailto:Neil.Bulless@act.gov.au)>

**Sent:** Friday, 11 February 2022 1:19 PM

**To:** Bulless, Neil; Hillcrest, Jessica; Holt, Nicholas; Netting, Jason

**Cc:** Valeri, Teagan; Torcasio, Kathy; Muthu, Clyde

**Subject:** PLACEHOLDER: Discuss Put & Call Option Expiry for Pavilion

**When:** Monday, 14 February 2022 1:30 PM-2:00 PM (UTC+10:00) Canberra, Melbourne, Sydney.

**Where:** Microsoft Teams Meeting

---

## Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)



[Learn More](#) | [Help](#) | [Meeting options](#) | [Legal](#)

---

---

**From:** Valeri, Teagan  
**Sent:** Monday, 21 February 2022 11:35 AM  
**To:** Hillcrest, Jessica; Holt, Nicholas; Bulless, Neil  
**Cc:** Muthu, Clyde; Torcasio, Kathy; Netting, Jason  
**Subject:** FW: Letter to be issued 21 Feb- Discuss Put & Call Option Expiry for Pavilion [CU-Legal.FID3049960]  
**Attachments:** 21.02.22 Letter to Eastwoods Legal re Alivin options (Whitlam AH).DOCX

**Importance:** High

OFFICIAL

Hi All

To follow last week's conversation, [REDACTED] has incorporated the feedback provided.

[@Holt, Nicholas](#) and/or [@Bulless, Neil](#) can you please confirm if you are happy for me to instruct the attached to be issued to Alvin Dev today?

Thank you

**Teagan Valeri | Manager, Affordable Housing**  
6207 2855 | **Suburban Land Agency**

# Schedule 1.2

# Schedule 1.2

**From:** Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>

**Sent:** Thursday, 17 February 2022 9:18 PM

**To:** [REDACTED] <[\[REDACTED\]@claytonutz.com](mailto:[REDACTED]@claytonutz.com)>

**Cc:** [REDACTED] <[\[REDACTED\]@claytonutz.com](mailto:[REDACTED]@claytonutz.com)>

**Subject:** Letter to be issued 21 Feb- Discuss Put & Call Option Expiry for Pavilion

## External Email

OFFICIAL

Hi [REDACTED]

My apologies for the late email, I misread [REDACTED] out of office and thought she was back next Monday!

[REDACTED] had been dealing with this matter for us which is quite time critical - looking to issue a letter by **12pm Monday 21 Feb.**

I have attached our recent email trail for some context, however please let me know if you require anything further.

Could you please review the attached letter which has had some amendments made by our team.

Our Exec has provided the following commentary on the letter. I am just seeking your view on whether we need to provide the additional clarification to legally uphold anything we have included. If so, please amend as you see fit and let me know.

# Schedule 1.2

Thank you

Teagan

**Teagan Valeri | Manager, Affordable Housing**

Phone 02 6207 2855 | Email [teagan.valeri@act.gov.au](mailto:teagan.valeri@act.gov.au)

**Suburban Land Agency** | ACT Government

480 Northbourne Avenue Dickson ACT 2601 | GPO Box 158 Canberra ACT 2601 | [www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)

[www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)



[facebook.com/suburbanland](https://facebook.com/suburbanland)



[twitter.com/suburbanland](https://twitter.com/suburbanland)



-----  
This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.  
-----

---

**From:** [REDACTED]<[REDACTED]@claytonutz.com>  
**Sent:** Tuesday, 1 March 2022 8:51 AM  
**To:** Valeri, Teagan; Muthu, Clyde; Holt, Nicholas  
**Cc:** Hillcrest, Jessica; Torcasio, Kathy; Netting, Jason; Jackson, Eilidh  
**Subject:** RE: INCORRECT DATE: Alvin Developments - Options Extension Request

**CAUTION:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Teagan

I agree with your calculations - 18 May 2022.

Regards

[REDACTED] **Partner**  
**Clayton Utz**

Level 10, 2 Phillip Law Street, Canberra ACT 2601 Australia | Ext 3020 | D +612 6279 4020 | F +612 6279 4099 | M [REDACTED]  
[REDACTED]@claytonutz.com | [www.claytonutz.com](http://www.claytonutz.com)



 Please consider the environment before printing this e-mail

---

**From:** Valeri, Teagan <Teagan.Valeri@act.gov.au>  
**Sent:** Tuesday, 1 March 2022 8:08 AM  
**To:** Muthu, Clyde <Clyde.Muthu@act.gov.au>; Holt, Nicholas <Nicholas.Holt@act.gov.au>; [REDACTED]<[REDACTED]@claytonutz.com>  
**Cc:** Hillcrest, Jessica <Jessica.Hillcrest@act.gov.au>; Torcasio, Kathy <Kathy.Torcasio@act.gov.au>; Netting, Jason <Jason.Netting@act.gov.au>  
**Subject:** INCORRECT DATE: Alvin Developments - Options Extension Request  
**Importance:** High

**External Email**

OFFICIAL

Hi All

I've just reviewed my below email and looks as though there is a substantial miscalculation in my working days.

*This takes us to Friday 25 March 2022.*

*35 working days from this date is **20 April 2022** – according to my calculations - which would be the revised Call option expiry date.*

'according to my calculations' it appears this is wildly inaccurate. 35 working days from 25 March 2022 is **Wednesday 18 May 2022**. Can someone please do a double check of this to avoid any further errors?

**Can we please seek approval of this date?**

So sorry for the muck up!

**Teagan Valeri | Manager, Affordable Housing**

6207 2855 | **Suburban Land Agency**

---

**From:** Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>

**Sent:** Monday, 28 February 2022 8:55 PM

**To:** Holt, Nicholas <[Nicholas.Holt@act.gov.au](mailto:Nicholas.Holt@act.gov.au)>

**Cc:** Hillcrest, Jessica <[Jessica.Hillcrest@act.gov.au](mailto:Jessica.Hillcrest@act.gov.au)>; Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>; Torcasio, Kathy <[Kathy.Torcasio@act.gov.au](mailto:Kathy.Torcasio@act.gov.au)>; Netting, Jason <[Jason.Netting@act.gov.au](mailto:Jason.Netting@act.gov.au)>

**Subject:** Alvin Developments - Options Extension Request

OFFICIAL

Hi Nick

Please find attached the Extension Request for Alvin Developments (Pavilion Homes) as discussed and endorsed in the emails below. The extension has been provided until 20 April 2022.

The current options expire on Wednesday 2 March 2022, before which the Option Variation Deeds will need to be executed. I have instructed Clayton Utz to prepare the deed variations in anticipation of the approval to expedite the process.

Regards

Clyde

**Clyde Muthukumaraswamy**

Assistant Director, Sales and Builder Relations  
Sales and Client Services

**T:** 02 6207 6262 | **W:** [www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)

**Suburban Land Agency | ACT Government**

480 Northbourne Avenue, Dickson ACT 2602 | GPO Box 158 Canberra ACT 2601

---

**From:** Muthu, Clyde

**Sent:** Thursday, 24 February 2022 12:47 PM

**To:** Hillcrest, Jessica <[Jessica.Hillcrest@act.gov.au](mailto:Jessica.Hillcrest@act.gov.au)>; Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>; Netting, Jason <[Jason.Netting@act.gov.au](mailto:Jason.Netting@act.gov.au)>; Torcasio, Kathy <[Kathy.Torcasio@act.gov.au](mailto:Kathy.Torcasio@act.gov.au)>

**Cc:** Holt, Nicholas <[Nicholas.Holt@act.gov.au](mailto:Nicholas.Holt@act.gov.au)>; Bulless, Neil <[Neil.Bulless@act.gov.au](mailto:Neil.Bulless@act.gov.au)>

**Subject:** RE: Letter to be issued 21 Feb- Discuss Put & Call Option Expiry for Pavilion [CU-Legal.FID3049960]

OFFICIAL

Hi Jess

Yes, we do need a formal approval. I'll take your email below as endorsement of providing the extension to Pavilion and pull together the request for Nick's approval.

Thanks

Clyde

**Clyde Muthukumaraswamy**

Assistant Director, Sales and Builder Relations  
Sales and Client Services

T: 02 6207 6262 | W: [www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)

Suburban Land Agency | ACT Government

480 Northbourne Avenue, Dickson ACT 2602 | GPO Box 158 Canberra ACT 2601

---

**From:** Hillcrest, Jessica <[Jessica.Hillcrest@act.gov.au](mailto:Jessica.Hillcrest@act.gov.au)>

**Sent:** Wednesday, 23 February 2022 2:47 PM

**To:** Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>; Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>; Netting, Jason <[Jason.Netting@act.gov.au](mailto:Jason.Netting@act.gov.au)>; Torcasio, Kathy <[Kathy.Torcasio@act.gov.au](mailto:Kathy.Torcasio@act.gov.au)>

**Cc:** Holt, Nicholas <[Nicholas.Holt@act.gov.au](mailto:Nicholas.Holt@act.gov.au)>; Bulless, Neil <[Neil.Bulless@act.gov.au](mailto:Neil.Bulless@act.gov.au)>

**Subject:** RE: Letter to be issued 21 Feb- Discuss Put & Call Option Expiry for Pavilion [CU-Legal.FID3049960]

OFFICIAL

Hi Teagan,

The below makes sense to me and I think gives the best chance of buyers actually being able to proceed to purchase. If everyone else agrees, do we need to do an extension approval form to formalise the decision?

Thanks,  
Jess

---

**From:** Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>

**Sent:** Wednesday, 23 February 2022 2:32 PM

**To:** Hillcrest, Jessica <[Jessica.Hillcrest@act.gov.au](mailto:Jessica.Hillcrest@act.gov.au)>; Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>; Netting, Jason <[Jason.Netting@act.gov.au](mailto:Jason.Netting@act.gov.au)>; Torcasio, Kathy <[Kathy.Torcasio@act.gov.au](mailto:Kathy.Torcasio@act.gov.au)>

**Cc:** Holt, Nicholas <[Nicholas.Holt@act.gov.au](mailto:Nicholas.Holt@act.gov.au)>; Bulless, Neil <[Neil.Bulless@act.gov.au](mailto:Neil.Bulless@act.gov.au)>

**Subject:** FW: Letter to be issued 21 Feb- Discuss Put & Call Option Expiry for Pavilion [CU-Legal.FID3049960]

OFFICIAL

Afternoon All

Schedule 1.2



We are expecting documents this evening, with only the building contracts outstanding (plans had been received earlier this week).

Our team has released 3 ballot offerings in the past week and is currently under the pump trying to get assessments conducted in the short windows. Given this I am suggesting we push our **offering** (opening up ballot registrations for our buyers) to as late as we can under the PDD. This will enable us to provide buyers the necessary information they need, without additional strain on our enquiry levels, to position buyers as best we can to exchange within the 35 days. This has no additional implications on Alvin as the revised call option expiry date will be determined based on when names are provided.

The PDD provides us with 18 working days to provide buyer names, from the date we confirm receipt of correct documents (28 February 2022). This takes us to Friday 25 March 2022.

35 working days from this date is **20 April 2022** – according to my calculations - which would be the revised Call option expiry date.

Can you please confirm if you are happy with this date?

If so I will instruct Clayton Utz, following confirmation of receipt on Monday 28<sup>th</sup>, to have the option deeds varied before 2 March.

Cheers  
Teagan

**Teagan Valeri | Manager, Affordable Housing**  
6207 2855 | **Suburban Land Agency**

---

**From:** [REDACTED] <[REDACTED]@claytonutz.com>  
**Sent:** Monday, 21 February 2022 4:53 PM  
**To:** Valeri, Teagan <Teagan.Valeri@act.gov.au>; [REDACTED] <[REDACTED]@claytonutz.com>  
**Cc:** [REDACTED] <[REDACTED]@claytonutz.com>; [REDACTED] <[REDACTED]@claytonutz.com>  
**Subject:** RE: Letter to be issued 21 Feb- Discuss Put & Call Option Expiry for Pavilion [CU-Legal.FID3049960]

**CAUTION:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thank you Teagan,

We confirm the letter has been issued to Alivin Developments' lawyer.

Kind regards,

[REDACTED], Lawyer

**Clayton Utz**

Level 10, NewActon Nishi, 2 Phillip Law Street, Canberra ACT 2601 Australia | D +612 6279 4081 | F +61 2 6279 4099 | M [REDACTED]

[REDACTED]@claytonutz.com | [www.claytonutz.com](http://www.claytonutz.com)

Please consider the environment before printing this e-mail

---

**From:** Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>

**Sent:** Monday, 21 February 2022 1:26 PM

**To:** [REDACTED]@claytonutz.com>

**Cc:** [REDACTED]@claytonutz.com>; [REDACTED]@claytonutz.com>; [REDACTED]@claytonutz.com>

**Subject:** RE: Letter to be issued 21 Feb- Discuss Put & Call Option Expiry for Pavilion [CU-Legal.FID3049960]

**External Email**

OFFICIAL

Hi [REDACTED]

Happy for this to be issued, thank you!

Enjoy your trip!

**Teagan Valeri | Manager, Affordable Housing**

6207 2855 | **Suburban Land Agency**

---

**From:** [REDACTED]@claytonutz.com>

**Sent:** Monday, 21 February 2022 10:29 AM

**To:** Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>

**Cc:** [REDACTED]@claytonutz.com>; [REDACTED]@claytonutz.com>; [REDACTED]@claytonutz.com>

**Subject:** RE: Letter to be issued 21 Feb- Discuss Put & Call Option Expiry for Pavilion [CU-Legal.FID3049960]

**CAUTION:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Teagan

**Attached** is a revised version of the letter.

Once approved by you, we will send it to Alivin Developments' lawyer.

Regards

[Redacted]

[Redacted] **Partner**

**Clayton Utz**

Level 10, NewActon Nishi, 2 Phillip Law Street, Canberra ACT 2601 Australia | D +612 6279 4020 | F +61 2 6279 4099 | M [Redacted] |  
[Redacted]@claytonutz.com | [www.claytonutz.com](http://www.claytonutz.com)

Please consider the environment before printing this e-mail

# Schedule 1.2

Thank you

Teagan

**Teagan Valeri | Manager, Affordable Housing**

Phone 02 6207 2855 | Email [teagan.valeri@act.gov.au](mailto:teagan.valeri@act.gov.au)

**Suburban Land Agency** | ACT Government

480 Northbourne Avenue Dickson ACT 2601 | GPO Box 158 Canberra ACT 2601 | [www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)

[www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)



[facebook.com/suburbanland](https://facebook.com/suburbanland)



[twitter.com/suburbanland](https://twitter.com/suburbanland)



-----  
This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.  
-----

---

**From:** Holt, Nicholas  
**Sent:** Wednesday, 2 March 2022 9:11 AM  
**To:** Valeri, Teagan; Muthu, Clyde; Hillcrest, Jessica  
**Cc:** Torcasio, Kathy; Netting, Jason  
**Subject:** RE: INCORRECT DATE: Alvin Developments - Options Extension Request

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

**Categories:** For Filing in Objective

OFFICIAL

Hi Teagan,

Signed form is now in the Objective folder.

regards

Nicholas

---

**From:** Valeri, Teagan <Teagan.Valeri@act.gov.au>  
**Sent:** Tuesday, 1 March 2022 4:01 PM  
**To:** Muthu, Clyde <Clyde.Muthu@act.gov.au>; Holt, Nicholas <Nicholas.Holt@act.gov.au>; Hillcrest, Jessica <Jessica.Hillcrest@act.gov.au>  
**Cc:** Torcasio, Kathy <Kathy.Torcasio@act.gov.au>; Netting, Jason <Jason.Netting@act.gov.au>  
**Subject:** RE: INCORRECT DATE: Alvin Developments - Options Extension Request  
**Importance:** High

OFFICIAL

@Holt, Nicholas

Can you please confirm if you are okay with the below?

Please see attached objective link for your approval.

Cheers

**Teagan Valeri | Manager, Affordable Housing**

6207 2855 | **Suburban Land Agency**

---

**From:** Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>

**Sent:** Tuesday, 1 March 2022 9:48 AM

**To:** Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>; Holt, Nicholas <[Nicholas.Holt@act.gov.au](mailto:Nicholas.Holt@act.gov.au)>; Hillcrest, Jessica <[Jessica.Hillcrest@act.gov.au](mailto:Jessica.Hillcrest@act.gov.au)>

**Cc:** Torcasio, Kathy <[Kathy.Torcasio@act.gov.au](mailto:Kathy.Torcasio@act.gov.au)>; Netting, Jason <[Jason.Netting@act.gov.au](mailto:Jason.Netting@act.gov.au)>

**Subject:** RE: INCORRECT DATE: Alvin Developments - Options Extension Request

OFFICIAL

Hi Teagan and [@Hillcrest, Jessica](#)

I have updated the request in Objective to reflect the revised. Could you please give Nick the heads up that this has changed?

Thanks

Clyde

**Clyde Muthukumaraswamy**

Assistant Director, Sales and Builder Relations

Sales and Client Services

**T:** 02 6207 6262 | **W:** [www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)

**Suburban Land Agency | ACT Government**

480 Northbourne Avenue, Dickson ACT 2602 | GPO Box 158 Canberra ACT 2601

---

**From:** Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>

**Sent:** Tuesday, 1 March 2022 8:08 AM

**To:** Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>; Holt, Nicholas <[Nicholas.Holt@act.gov.au](mailto:Nicholas.Holt@act.gov.au)>; [REDACTED] <[\[REDACTED\]@claytonutz.com](mailto:[REDACTED]@claytonutz.com)>  
**Cc:** Hillcrest, Jessica <[Jessica.Hillcrest@act.gov.au](mailto:Jessica.Hillcrest@act.gov.au)>; Torcasio, Kathy <[Kathy.Torcasio@act.gov.au](mailto:Kathy.Torcasio@act.gov.au)>; Netting, Jason <[Jason.Netting@act.gov.au](mailto:Jason.Netting@act.gov.au)>  
**Subject:** INCORRECT DATE: Alvin Developments - Options Extension Request  
**Importance:** High

OFFICIAL

Hi All

I've just reviewed my below email and looks as though there is a substantial miscalculation in my working days.

*This takes us to Friday 25 March 2022.*

*35 working days from this date is **20 April 2022** – according to my calculations - which would be the revised Call option expiry date.*

'according to my calculations' it appears this is wildly inaccurate. 35 working days from 25 March 2022 is **Wednesday 18 May 2022**. Can someone please do a double check of this to avoid any further errors?

**Can we please seek approval of this date?**

So sorry for the muck up!

**Teagan Valeri | Manager, Affordable Housing**  
6207 2855 | **Suburban Land Agency**

---

**From:** Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>  
**Sent:** Monday, 28 February 2022 8:55 PM  
**To:** Holt, Nicholas <[Nicholas.Holt@act.gov.au](mailto:Nicholas.Holt@act.gov.au)>  
**Cc:** Hillcrest, Jessica <[Jessica.Hillcrest@act.gov.au](mailto:Jessica.Hillcrest@act.gov.au)>; Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>; Torcasio, Kathy <[Kathy.Torcasio@act.gov.au](mailto:Kathy.Torcasio@act.gov.au)>; Netting, Jason <[Jason.Netting@act.gov.au](mailto:Jason.Netting@act.gov.au)>  
**Subject:** Alvin Developments - Options Extension Request

OFFICIAL

Hi Nick

Please find attached the Extension Request for Alvin Developments (Pavilion Homes) as discussed and endorsed in the emails below. The extension has been provided until 20 April 2022.

The current options expire on Wednesday 2 March 2022, before which the Option Variation Deeds will need to be executed. I have instructed Clayton Utz to prepare the deed variations in anticipation of the approval to expedite the process.

Regards

Clyde

**Clyde Muthukumaraswamy**

Assistant Director, Sales and Builder Relations  
Sales and Client Services

**T:** 02 6207 6262 | **W:** [www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)

**Suburban Land Agency | ACT Government**

480 Northbourne Avenue, Dickson ACT 2602 | GPO Box 158 Canberra ACT 2601

---

**From:** Muthu, Clyde

**Sent:** Thursday, 24 February 2022 12:47 PM

**To:** Hillcrest, Jessica <[Jessica.Hillcrest@act.gov.au](mailto:Jessica.Hillcrest@act.gov.au)>; Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>; Netting, Jason <[Jason.Netting@act.gov.au](mailto:Jason.Netting@act.gov.au)>; Torcasio, Kathy <[Kathy.Torcasio@act.gov.au](mailto:Kathy.Torcasio@act.gov.au)>

**Cc:** Holt, Nicholas <[Nicholas.Holt@act.gov.au](mailto:Nicholas.Holt@act.gov.au)>; Bulless, Neil <[Neil.Bulless@act.gov.au](mailto:Neil.Bulless@act.gov.au)>

**Subject:** RE: Letter to be issued 21 Feb- Discuss Put & Call Option Expiry for Pavilion [CU-Legal.FID3049960]

OFFICIAL

Hi Jess

Yes, we do need a formal approval. I'll take your email below as endorsement of providing the extension to Pavilion and pull together the request for Nick's approval.

Thanks

Clyde

**Clyde Muthukumaraswamy**

Assistant Director, Sales and Builder Relations  
Sales and Client Services

T: 02 6207 6262 | W: [www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)

**Suburban Land Agency | ACT Government**

480 Northbourne Avenue, Dickson ACT 2602 | GPO Box 158 Canberra ACT 2601

---

**From:** Hillcrest, Jessica <[Jessica.Hillcrest@act.gov.au](mailto:Jessica.Hillcrest@act.gov.au)>

**Sent:** Wednesday, 23 February 2022 2:47 PM

**To:** Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>; Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>; Netting, Jason <[Jason.Netting@act.gov.au](mailto:Jason.Netting@act.gov.au)>; Torcasio, Kathy <[Kathy.Torcasio@act.gov.au](mailto:Kathy.Torcasio@act.gov.au)>

**Cc:** Holt, Nicholas <[Nicholas.Holt@act.gov.au](mailto:Nicholas.Holt@act.gov.au)>; Bulless, Neil <[Neil.Bulless@act.gov.au](mailto:Neil.Bulless@act.gov.au)>

**Subject:** RE: Letter to be issued 21 Feb- Discuss Put & Call Option Expiry for Pavilion [CU-Legal.FID3049960]

OFFICIAL

Hi Teagan,

The below makes sense to me and I think gives the best chance of buyers actually being able to proceed to purchase. If everyone else agrees, do we need to do an extension approval form to formalise the decision?

Thanks,  
Jess

---

**From:** Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>

**Sent:** Wednesday, 23 February 2022 2:32 PM

**To:** Hillcrest, Jessica <[Jessica.Hillcrest@act.gov.au](mailto:Jessica.Hillcrest@act.gov.au)>; Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>; Netting, Jason <[Jason.Netting@act.gov.au](mailto:Jason.Netting@act.gov.au)>; Torcasio, Kathy <[Kathy.Torcasio@act.gov.au](mailto:Kathy.Torcasio@act.gov.au)>

**Cc:** Holt, Nicholas <[Nicholas.Holt@act.gov.au](mailto:Nicholas.Holt@act.gov.au)>; Bulless, Neil <[Neil.Bulless@act.gov.au](mailto:Neil.Bulless@act.gov.au)>

**Subject:** FW: Letter to be issued 21 Feb- Discuss Put & Call Option Expiry for Pavilion [CU-Legal.FID3049960]

OFFICIAL

Afternoon All

## Schedule 1.2

We are expecting documents this evening, with only the building contracts outstanding (plans had been received earlier this week).

Our team has released 3 ballot offerings in the past week and is currently under the pump trying to get assessments conducted in the short windows. Given this I am suggesting we push our **offering** (opening up ballot registrations for our buyers) to as late as we can under the PDD. This will enable us to provide buyers the necessary information they need, without additional strain on our enquiry levels, to position buyers as best we can to exchange within the 35 days. This has no additional implications on Alvin as the revised call option expiry date will be determined based on when names are provided.

The PDD provides us with 18 working days to provide buyer names, from the date we confirm receipt of correct documents (28 February 2022). This takes us to Friday 25 March 2022.

35 working days from this date is **20 April 2022** – according to my calculations - which would be the revised Call option expiry date.

Can you please confirm if you are happy with this date?

If so I will instruct Clayton Utz, following confirmation of receipt on Monday 28<sup>th</sup>, to have the option deeds varied before 2 March.

Cheers  
Teagan

**Teagan Valeri | Manager, Affordable Housing**  
6207 2855 | **Suburban Land Agency**

---

**From:** [REDACTED] <[REDACTED]@claytonutz.com>  
**Sent:** Monday, 21 February 2022 4:53 PM  
**To:** Valeri, Teagan <Teagan.Valeri@act.gov.au>; [REDACTED] <[REDACTED]@claytonutz.com>  
**Cc:** [REDACTED] <[REDACTED]@claytonutz.com>; [REDACTED] <[REDACTED]@claytonutz.com>  
**Subject:** RE: Letter to be issued 21 Feb- Discuss Put & Call Option Expiry for Pavilion [CU-Legal.FID3049960]

**CAUTION:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thank you Teagan,

We confirm the letter has been issued to Alivin Developments' lawyer.

Kind regards,

██████████ **Lawyer**

**Clayton Utz**

Level 10, NewActon Nishi, 2 Phillip Law Street, Canberra ACT 2601 Australia | D +612 6279 4081 | F +61 2 6279 4099 | M ██████████ |

██████████@claytonutz.com | [www.claytonutz.com](http://www.claytonutz.com)

Please consider the environment before printing this e-mail

---

**From:** Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>

**Sent:** Monday, 21 February 2022 1:26 PM

**To:** ██████████ <[██████████@claytonutz.com](mailto:██████████@claytonutz.com)>

**Cc:** ██████████ <[██████████@claytonutz.com](mailto:██████████@claytonutz.com)>; ██████████ <[██████████@claytonutz.com](mailto:██████████@claytonutz.com)>; ██████████ <[██████████@claytonutz.com](mailto:██████████@claytonutz.com)>

**Subject:** RE: Letter to be issued 21 Feb- Discuss Put & Call Option Expiry for Pavilion [CU-Legal.FID3049960]

## External Email

OFFICIAL

Hi ██████████

Happy for this to be issued, thank you!

Enjoy your trip!

**Teagan Valeri | Manager, Affordable Housing**

6207 2855 | **Suburban Land Agency**

---

**From:** ██████████ <[██████████@claytonutz.com](mailto:██████████@claytonutz.com)>

**Sent:** Monday, 21 February 2022 10:29 AM

**To:** Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>

**Cc:** ██████████ <[██████████@claytonutz.com](mailto:██████████@claytonutz.com)>; ██████████ <[██████████@claytonutz.com](mailto:██████████@claytonutz.com)>; ██████████ <[██████████@claytonutz.com](mailto:██████████@claytonutz.com)>

**Subject:** RE: Letter to be issued 21 Feb- Discuss Put & Call Option Expiry for Pavilion [CU-Legal.FID3049960]

**CAUTION:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Teagan

**Attached** is a revised version of the letter.

Once approved by you, we will send it to Alivin Developments' lawyer.

Regards

[Redacted]

[Redacted], Partner

**Clayton Utz**

Level 10, NewActon Nishi, 2 Phillip Law Street, Canberra ACT 2601 Australia | D +612 6279 4020 | F +61 2 6279 4099 | M [Redacted] |  
[Redacted]@claytonutz.com | [www.claytonutz.com](http://www.claytonutz.com)

*Please consider the environment before printing this e-mail*

**From:** Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>

**Sent:** Thursday, 17 February 2022 9:18 PM

**To:** [Redacted] <[\[Redacted\]@claytonutz.com](mailto:[Redacted]@claytonutz.com)>

**Cc:** [Redacted] <[\[Redacted\]@claytonutz.com](mailto:[Redacted]@claytonutz.com)>

**Subject:** Letter to be issued 21 Feb- Discuss Put & Call Option Expiry for Pavilion

**External Email**

OFFICIAL

# Schedule 1.2

# Schedule 1.2

Thank you

Teagan

Teagan Valeri | Manager, Affordable Housing

Phone 02 6207 2855 | Email [teagan.valeri@act.gov.au](mailto:teagan.valeri@act.gov.au)

**Suburban Land Agency** | ACT Government

480 Northbourne Avenue Dickson ACT 2601 | GPO Box 158 Canberra ACT 2601 | [www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)

[www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)



[facebook.com/suburbanland](https://facebook.com/suburbanland)



[twitter.com/suburbanland](https://twitter.com/suburbanland)



-----  
This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.  
-----

# Project Delivery Deed

## Lot 2

Blocks [REDACTED] section 2 Division of Whitlam

Suburban Land Agency

ALIVIN DEVELOPMENTS PTY LTD

Clayton Utz  
Level 10, NewActon Nishi  
2 Phillip Law Street  
Canberra ACT 2601  
GPO Box 9806  
Canberra ACT 2601  
Tel +61 2 6279 4000  
Fax +61 2 6279 4099  
[www.claytonutz.com](http://www.claytonutz.com)

Our reference 19510/81006821

## Contents

<b>1.</b>	<b>Interpretation</b> .....	<b>1</b>
	1.1 Definitions .....	1
	1.2 General .....	5
<b>2.</b>	<b>Term</b> .....	<b>6</b>
<b>3.</b>	<b>Design and Development Outcomes</b> .....	<b>6</b>
<b>4.</b>	<b>Construction completion</b> .....	<b>6</b>
<b>5.</b>	<b>Security</b> .....	<b>6</b>
	5.1 Security for performance .....	6
	5.2 Specific performance .....	8
<b>6.</b>	<b>Affordable Housing Requirements</b> .....	<b>8</b>
	6.1 Minimum Number of Affordable Housing Dwellings .....	8
	6.2 Sale of Affordable Housing .....	8
	6.3 Completion of sales of Affordable Housing .....	10
	6.4 Mandatory Terms of Affordable Housing Contracts .....	10
	6.5 Suburban Land Agency's right to inspect .....	11
<b>7.</b>	<b>Land Rent</b> .....	<b>11</b>
	7.1 Land Rent Lease to be offered to Buyers .....	11
<b>8.</b>	<b>Costs of Development and Approvals</b> .....	<b>11</b>
	8.1 Development Costs .....	11
	8.2 Approvals of Relevant Agencies .....	12
<b>9.</b>	<b>Indemnity</b> .....	<b>12</b>
<b>10.</b>	<b>Preservation of rights and Parties' obligations</b> .....	<b>12</b>
<b>11.</b>	<b>Representations and warranties</b> .....	<b>12</b>
<b>12.</b>	<b>Costs and expenses</b> .....	<b>13</b>
<b>13.</b>	<b>Set-off</b> .....	<b>13</b>
<b>14.</b>	<b>GST</b> .....	<b>13</b>
<b>15.</b>	<b>Default and Termination</b> .....	<b>14</b>
	15.1 Termination by the Suburban Land Agency .....	14
	15.2 Termination by the Developer .....	15
	15.3 Future restrictions resulting from termination by the Suburban Land Agency .....	15
	15.4 Other Rights .....	15
<b>16.</b>	<b>Parties' Representatives and Notices</b> .....	<b>15</b>
	16.1 Parties' Representatives .....	15
	16.2 Notices .....	16
<b>17.</b>	<b>Governing law and jurisdiction</b> .....	<b>16</b>
<b>18.</b>	<b>Dispute Resolution</b> .....	<b>16</b>
<b>19.</b>	<b>Miscellaneous</b> .....	<b>17</b>
	19.1 No Agency, Joint Venture, Partnership etc. ....	17
	19.2 Assignment .....	17
	19.3 Waiver .....	17
	19.4 Further assurance .....	17
	19.5 Severability of provisions .....	17
	19.6 Australian Currency and measurements .....	17
	19.7 Approvals not to affect obligations .....	17

19.8 Non-merger ..... 17

**Schedule 1 ..... 18**

**Annexure A - Block Schedule.....20**

**Annexure B - Eligible Confirmation Letter .....21**

**Annexure C - Design Brief .....22**

## Project Delivery Deed

---

Date 3 JUNE 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 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 contract in respect of a Dwelling on a Block, which contains the Mandatory Terms.

**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.

**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 and identified in the Lots Map.

**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 as shown on the Lots Map.

**Lots Map** means the plan at **Annexure D** identifying the packaged Lots and specifying the Blocks within a Lot and those that are the Affordable Housing 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

**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 Whittlam 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 **Error! Reference source not found.**

- (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)-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) 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 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 <b>Buyer/Developer</b></p>	<p>Alivin Developments Pty Ltd ACN 137 750 317</p>
<p>Item 2 <b>Seller</b></p>	<p>Suburban Land Agency ABN 27 105 505 367</p>
<p>Item 3 <b>Lot</b></p>	<p>Block [redacted] Section 2 Whitlam Block [redacted] Section 2 Whitlam Block [redacted] Section 2 Whitlam Block [redacted] Section 2 Whitlam Block [redacted] Section 2 Whitlam Block [redacted] Section 2 Whitlam Block [redacted] Section 2 Whitlam Block [redacted] Section 2 Whitlam</p>
<p>Item 4 <b>Parties' addresses</b></p>	<p><b>Suburban Land Agency</b> <b>Address:</b> 480 Northbourne Avenue DICKSON ACT 2602 For the attention of: <b>Representative:</b> Teagan Valeri <b>Email:</b> <a href="mailto:affordablehomepurchase@act.gov.au">affordablehomepurchase@act.gov.au</a> <b>Telephone:</b> (02) 6207 2855</p> <hr/> <p><b>Developer</b> <b>Address:</b> [redacted] For the attention of: <b>Representative:</b> [redacted] <b>Email:</b> [redacted]@pavilionhomes.com.au <b>Telephone:</b> [redacted]</p>

Item 5	Category of Affordable Housing	Maximum price (GST incl)
<b>Affordable Housing Threshold</b>	In respect of a Dwelling of less than 80 square metres Net Liveable Area	\$330,000
	In respect of a Dwelling of between and including 80m and 105 square metres Net Liveable Area	\$381,000
	In respect of a Dwelling of more than 105 square metres Net Liveable Area	\$434,000
<b>Item 6 Security Amount</b>	\$81,500.00	

**Annexure A - Block Schedule**

Lot	Block	Section	Affordable Housing Block	Land Rent Block	Area m <sup>2</sup>
2	[REDACTED]	2	No	Yes	290
		2	Yes	Yes	243
		2	Yes	Yes	241
		2	Yes	Yes	241
		2	Yes	Yes	248
		2	Yes	Yes	241
		2	Yes	Yes	248
		2	Yes	Yes	248
		2	No	Yes	294

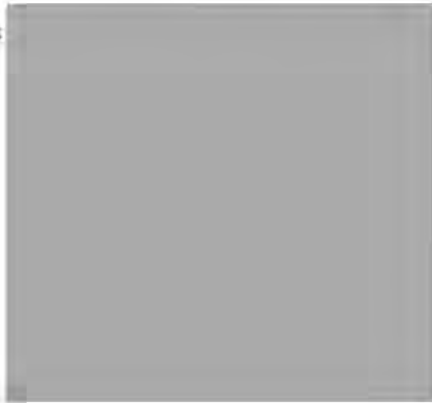
**Annexure B - Eligible Confirmation Letter**



**Annexure C - Design Brief**

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

**Project:**



**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**

<b>Version</b>	<b>Release Date</b>	<b>Author</b>	<b>Notes, amendments</b>	<b>Section(s)</b>
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

# Contents

<b>1. Introduction</b>	<b>6</b>
<b>2. Preliminaries</b>	<b>6</b>
2.1 Standards	6
2.2 Materials	6
2.3 Appointment of Consultants	7
2.4 Engagement of Building Surveyor	7
2.5 Work Health and Safety	7
2.6 Insurances	7
2.7 Applications, Approvals and Fees	7
2.8 Warranties and Certificates	7
2.9 Site Establishment	7
2.10 Practical Completion	8
2.11 External Works	8
2.12 Plan Endorsement	9
<b>3. Design Principles</b>	<b>9</b>
3.1 Sustainable Design	9
3.1.1 Energy Efficiency	9
3.1.2 Water Conservation	9
3.1.3 Reducing Waste	9
3.1.4 Protection of the Environment	9
3.2 Amenity and Appearance	9
3.3 Privacy and Address	10
3.4 Safety & Identity	10
3.5 Outdoor Area	10
<b>4. Building Specification</b>	<b>11</b>
4.1 Minimum Dwelling Size	11
4.2 Minimum Room Dimensions	11
4.3 General Design Requirements	12
4.3.1 Noise Management Requirements for Block q Section BC, Blocks 1-15 Section 27 and Blocks 1-16 Section 2	12
4.4 Car Parking and Accommodation	12
4.5 Bushfire Requirements (Bushfire Attack Level)	13
4.6 Termite Management System	13
4.7 External Materials and Applied Finishes	13
4.7.1 Fascia Gutters and Downpipes	13
4.8 Internal Room Requirements	13

4.8.1	Ceiling Heights.....	13
4.8.2	Kitchen .....	13
4.8.3	Bathroom and Toilet (WC) .....	14
4.8.4	Laundry .....	14
4.8.4.1	Euro Laundry (Where Installed).....	14
4.8.5	Linen Cupboard.....	15
4.8.6	Wardrobes to Bedrooms.....	15
4.8.7	Windows .....	15
<b>4.9</b>	<b>Internal Finishes .....</b>	<b>15</b>
4.9.1	Window Furnishings.....	15
4.9.2	Door Specification .....	15
4.9.3	Security .....	15
4.9.4	Floor Finishes .....	16
4.9.5	Internal Linings and Cornice.....	16
4.9.6	Internal Trim.....	17
4.9.7	Paint Systems .....	17
4.9.7.1	Internal Surfaces and Trims .....	17
4.9.7.2	External Painted Surfaces .....	17
<b>4.10</b>	<b>Metered Services .....</b>	<b>17</b>
<b>4.11</b>	<b>Service Easements .....</b>	<b>17</b>
<b>4.12</b>	<b>Electrical Services .....</b>	<b>17</b>
4.12.1	Internal Artificial Lighting .....	17
4.12.2	External Artificial Lighting.....	18
4.12.3	Mechanical Ventilation .....	18
4.12.4	GPOS's (Power Points).....	18
4.12.5	Appliances and Services.....	18
4.12.6	Space Heating and Cooling .....	18
4.12.7	Water Heater .....	19
4.12.8	Electrical Vehicle Charging.....	19
4.12.9	Smoke Detectors.....	19
<b>4.13</b>	<b>Water Supply.....</b>	<b>19</b>
4.13.1	General .....	19
4.13.2	Garden Taps.....	19
<b>4.14</b>	<b>Hydraulic Services.....</b>	<b>19</b>
<b>4.15</b>	<b>Drainage.....</b>	<b>19</b>
<b>4.16</b>	<b>Communications.....</b>	<b>20</b>
4.16.1	NBN.....	20
4.16.2	Television Systems.....	20
<b>5.</b>	<b>External Works.....</b>	<b>20</b>
<b>5.1</b>	<b>General .....</b>	<b>20</b>
<b>5.2</b>	<b>Soft Landscaping.....</b>	<b>20</b>
5.2.1	Preparation .....	20
5.2.2	Grass Preparation.....	20
5.2.3	Grassing.....	20
5.2.4	Plantings General .....	20
5.2.5	Mulch .....	21
5.2.6	Edging.....	21
5.2.7	Establishment.....	21

<b>5.3</b>	<b>Hard Landscaping .....</b>	<b>21</b>
5.3.1	Retaining Walls.....	21
5.3.2	Driveway .....	21
5.3.3	Footpaths .....	22
5.3.4	Utilities .....	22
5.3.5	Private Open Space .....	22
<b>5.4</b>	<b>Clothes Drying Area .....</b>	<b>22</b>
<b>5.5</b>	<b>Common Boundary Fencing .....</b>	<b>22</b>
<b>5.6</b>	<b>Mandatory Transparent Fencing .....</b>	<b>23</b>
<b>5.7</b>	<b>Fences and Side Gates.....</b>	<b>23</b>
<b>5.8</b>	<b>Postal Services.....</b>	<b>23</b>
<b>5.9</b>	<b>Rainwater Tanks .....</b>	<b>23</b>
<b>ATTACHMENT 1 – SLA DESIGN BRIEF CHECKLIST .....</b>		<b>24</b>

[Click here to enter text.](#)

# 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**



**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 Alivin Developments Pty Ltd  
ACN 137 750 317** in accordance with section 127  
of the Corporations Act 2001 (Cth):



\_\_\_\_\_  
Full name of sole director and company secretary who  
states that he or she is the sole director and sole  
company secretary of **Alivin Developments Pty  
Ltd ACN 137 750 317**



\_\_\_\_\_  
Signature of sole director and sole company  
secretary

# Deed of Put and Call Option Block [REDACTED] Section 2 Whitlam

Suburban Land Agency

ABN 27 105 505 367

**Grantor**

The person detailed in Item 1 of Schedule 1

**Grantee**

The person detailed in Item 2 of Schedule 1

**Guarantor**

Clayton Utz  
Level 10, NewActon Nishi  
2 Phillip Law Street  
Canberra ACT 2601  
GPO Box 9806  
Canberra ACT 2601  
Tel +61 2 6279 4000  
Fax +61 2 6279 4099  
[www.claytonutz.com](http://www.claytonutz.com)

Our reference: 19510/11211/81006821

# Deed of Put and Call Option

---

<b>Parties</b>	<b>Suburban Land Agency ABN 27 105 505 367</b> of 480 Northbourne Avenue, Dickson ACT 2602 <b>(Grantor)</b>
	<b>The person detailed in Item 1 of Schedule 1</b> <b>(Grantee)</b>
	<b>The person detailed in Item 2 of Schedule 1</b> <b>(Guarantor)</b>

## Background

- A. The Grantor is the custodian of the Land.
- B. The Grantor has agreed to grant to the Grantee a Call Option for the grant of a Crown lease over the Land as set out in this deed.
- C. The Grantee has agreed to grant to the Grantor a Put Option to require the Grantee to acquire a Crown lease over the Land as set out in this deed.
- D. The Grantee may nominate a Nominee to exercise the Call Option and enter into the Contract.
- E. The Guarantor (if any) has agreed to guarantee the obligations of the Grantee.
- F. The Grantee and the Grantor also entered into the Project Delivery Deed which requires that the Grantee comply with certain requirements regarding the delivery of Affordable Housing in respect of the Land.

## Operative provisions

---

### 1. Definitions and interpretations

#### 1.1 Definitions

The following words have these meanings, unless the contrary intention appears:

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

**Affordable Housing Block** means a block identified as such in Item 7 of Schedule 1 on which an Affordable Housing Dwelling will be constructed and sold to an Eligible Buyer in accordance with the Project Delivery Deed.

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

**Affordable Housing Lease** means a Standard Lease or a Land Rent Lease for an Affordable Housing Block that includes a specific restriction on transfer.

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

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

**Business Day** means a day in which Banks are open in the Australian Capital Territory and does not include a Saturday, Sunday or public holiday.

**Call Option** means the call option granted by the Grantor to the Grantee in accordance with clause 2.1.

**Call Option Expiry Date** means the date that is 6 months after the Commencement Date.

**Call Option Fee** means \$10.00, receipt of which is acknowledged.

**Call Option Notice** means a notice in the form of Annexure A.

**Call Option Period** means the period starting on the Commencement Date and ending at 5.00pm on the Call Option Expiry Date.

**Commencement Date** means the date of this deed.

**Completion** means the date on which completion of the Contract takes place.

**Contract** means the form of first grant contract at Annexure C and includes the special conditions, annexures and schedules to the contract as may be updated in accordance with clause 7.

**Controller** has the meaning it has in the Corporations Act.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Default Event** means an event of default referred to in clause 13(a).

**Deposit** means the deposit payable under the Contract, being 5% of the Purchase Price.

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

**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.

**Energy Rebate** means \$8,000 (GST inclusive);

**Enforcement Action includes:**

- (a) a mortgagee of the Land taking any enforcement action pursuant to the mortgage (including entering into possession of the Land);
- (b) the appointment of a Receiver or other Controller to any part of the property of the Grantor;
- (c) the Grantor being under administration or in liquidation; or
- (d) the occurrence otherwise of an event or circumstance which results in the Grantor being insolvent.

**Estimated Date Range for Works** means the date range specified on the front page of the Contract.

**Form of Nomination** means the form set out in Annexure D.

**Grantee Special Condition** means the special condition at Annexure F that forms part of the Contract if the Put Option is exercised or if the Grantee exercises the Call Option without nominating a Nominee.

**Grantee's Lawyer** means the person detailed in Item 6 of Schedule 1.

**Grantor's Lawyer** means the person detailed in Item 5 of Schedule 1.

**GST** has the same meaning as in the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Land** means the land detailed in Item 3 of Schedule 1.

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

**Land Rent Eligibility Criteria** means the criteria required to be satisfied by a buyer before a Land Rent Lease can be granted.

**Land Rent Lease** means a Crown lease that is subject to the provisions of the Land Rent Act that will be granted under with the *Planning and Development Act 2007* (ACT) and in accordance with the Contract.

**Land Rent Lease Election** means an election by the Nominee in the Form of Nomination and as buyer on the schedule of the Contract to be granted a Land Rent Lease.

**Legal Costs** means \$550.00 (GST inclusive) payable by the Grantee under clause 12(a).

**Minimum Inclusions** means the minimum inclusions for an Affordable Housing Dwelling, as set out in the Project Delivery Deed.

**Nomination Fee** means the sum of \$440.00 (including GST).

**Nominee** means the person the Grantee nominates in accordance with clause 9.

**Nominee Lease Election** means the election by the Nominee in the Form of Nomination of either a Land Rent Lease Election or a Standard Lease Election.

**Option** means either the Put Option or the Call Option, as the case may be.

**Option Notice** means a Call Option Notice and/or a Put Option Notice, as applicable.

**Purchase Price** means the purchase price payable under the Contract, as specified in Item 7 of Schedule 1.

**Put Option** means the put option granted by the Grantee to the Grantor in accordance with clause 2.1(a).

**Put Option Expiry Date** means the date that is 15 Business Days after the Call Option Expiry Date.

**Put Option Fee** means \$10.00, receipt of which is acknowledged.

**Put Option Notice** means a notice in the form of Annexure B.

**Put Option Period** means the period commencing the day after the Call Option Expiry Date and ending at 5.00pm on the Put Option Expiry Date.

**Rebate Application Form** means the application form available at <https://suburbanland.act.gov.au/Whitlam> version number 1 dated March 2020.

**Receiver** includes a receiver or receiver and manager.

**Security Payment** means the security payment payable under the Contract if a Land Rent Election is made, being \$2,000.

**Security Sum** means the amount of 5% of the Purchase Price, being inclusive of GST.

**Standard Lease** means a Crown lease that is not subject to the provisions of the Land Rent Act that will be granted under the *Planning and Development Act 2007* (ACT) and in accordance with the Contract.

**Standard Lease Election** means an election to be granted a Standard Lease by the Nominee in the Form of Nomination and as buyer on the schedule of the Contract.

**Territory** means:

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

**Whitlam Housing Development Guidelines** means the Whitlam Housing Development Guidelines attached to the Contract, as amended from time to time.

## 1.2 General interpretation

In this deed unless the contrary intention appears:

- (a) a reference to a person includes a reference to a body corporate and vice versa;
- (b) a reference to any statutes, regulations, ordinances or by-laws include all amendments, consolidations or replacements of those statutes, regulations, ordinances or by-laws;
- (c) a reference to currency is a reference to Australian currency unless otherwise specifically provided;
- (d) a reference to this deed or to any other agreement or document includes this deed or that other agreement or document as amended, novated, supplemented, varied or replaced from time to time;
- (e) the singular includes the plural and vice versa;
- (f) headings do not affect the interpretation of this deed;
- (g) the word "include" is used without any limitation;
- (h) words defined in the Contract but not defined in this deed have the meaning given in the Contract; and
- (i) if a party comprises more than one entity, the obligations and covenants given by those entities are given by and bind those entities jointly and severally.

## 1.3 Succession

This deed will be binding upon a Party's successors, legal personal representatives and permitted assigns.

---

## 2. Grant of Options

### 2.1 Call Option

- (a) In consideration of the payment of the Call Option Fee by the Grantee to the Grantor on the date of this deed, the Grantor irrevocably grants to the Grantee the Call Option which is exercisable during the Call Option Period to require the Grantor to procure the grant to the Grantee of a Crown lease over the Land for the Purchase Price and on the terms set out in the Contract.

- (b) The Call Option is to be read and construed as an irrevocable offer rather than a conditional contract.

## 2.2 Put Option

- (a) In consideration of the payment of the Put Option Fee by the Grantor to the Grantee on the date of this deed, the Grantee irrevocably grants to the Grantor the Put Option which is exercisable during the Put Option Period, to require the Grantee to acquire a Crown lease over the Land for the Purchase Price and on the terms set out in the Contract.
- (b) The Put Option is to be read and construed as an irrevocable offer rather than a conditional contract.

---

## 3. Security Sum

- (a) On the date of this deed, the Grantee must pay to the Grantor the Security Sum.
- (b) If an Option is exercised in accordance with clause 8 then the Grantee agrees that the Security Sum must be applied to:
  - (i) the Deposit payable under the Contract if:
    - A. a Standard Lease Election is made; or
    - B. the Put Option is exercised; or
  - (ii) the Security Payment payable under the Contract if the Nominee makes a Land Rent Lease Election.
- (c) If:
  - (i) an Option is not exercised in accordance with clauses 8 or 9; or
  - (ii) this deed is terminated due to the default of the Grantee,the Grantor will be entitled to retain all moneys paid by the Grantee towards the Security Sum.
- (d) If the deed is lawfully terminated due to the default of the Grantor, the Grantor must, within 20 Business Days of the date of receipt of a valid notice of termination, pay the total amount paid by the Grantee towards the Security Sum to the Grantee.

---

## 4. Call Option Fee

- (a) The Grantee must pay the Call Option Fee to the Grantor on the Commencement Date, and the Grantor acknowledges receipt of the Call Option Fee on the Commencement Date.
- (b) The Call Option Fee is non-refundable if the Call Option is not exercised and is not taken to be part payment of the Security Sum or the Purchase Price.

---

## 5. Put Option Fee

- (a) The Grantor must pay the Put Option Fee to the Grantee on the Commencement Date, and the Grantee acknowledges receipt of the Put Option Fee on the Commencement Date.
- (b) The Put Option Fee is non-refundable if the Put Option is not exercised.

---

## 6. Binding Contract for Sale

- (a) If an Option is exercised in accordance with clause 8.1 or 8.2 then:

- (i) the Grantee agrees to buy and the Grantor agrees to sell the Land for the Purchase Price in accordance with the terms of the Contract, and the Contract will be treated as having been entered into on the date of service of the Option Notice; and
  - (ii) the parties will as soon as possible (and in accordance with clause 8.3 if applicable) formally exchange executed counterparts of the Contract; and
  - (iii) the date of exchange for the Contract will be the date of service of the Option Notice.
- (b) Exchange of the Contract in accordance with this clause 6 is intended only to permanently record the detailed terms of the Contract as the parties will be bound by the Contract on the date, and by virtue, of the exercise of an Option.
- (c) If either party fails to execute the Contract in accordance with clause 6(a)(ii), the other party may rely on the terms of this deed, including all annexures and attachments, as sufficient to form a contract for the sale of the Land.

---

## 7. Updating attached Contract

- (a) If, before an Option is exercised, the Grantor's Lawyer gives the Grantee's Lawyer any one or more of the following:
- (i) a document that, by a change in the law since the date of this deed, is required to be attached to a contract for sale of land;
  - (ii) an updated version of any of the documents attached to the form of the Contract that is Annexure C; or
  - (iii) an updated description of the title to the Land,
- then before the form of Contract that is Annexure C is executed, the Grantee or the Nominee (as applicable) must ensure that the Grantee's Lawyer attaches, or replaces with the updated version, the documents, or update the description of the title, as the case may be.
- (b) The updated documents referred to in clause 7(a)(i)-(iii) must not be substantially different from the documents annexed as Annexure C or Annexure D on the date of this deed in a way that is materially detrimental to the Grantee.

---

## 8. Exercise of Call Option and Put Option

### 8.1 Call Option

To exercise the Call Option, the Grantee must:

- (a) serve a Call Option Notice on the Grantor's Lawyer, at the address in Item 4 of Schedule 1 during the Call Option Period;
- (b) provide to the Grantor's Lawyer an unendorsed bank cheque in favour of the Grantor for the amount due, if any, in respect of the Deposit; and
- (c) deliver to the Grantor's Lawyer at the address in Item 4 of Schedule 1, the original Contract executed by the Grantee and, if applicable, the Guarantor, dated on the date of service of the Call Option Notice.

### 8.2 Put Option

To exercise the Put Option, the Grantor must:

- (a) serve a Put Option Notice on the Grantee's Lawyer, at the address shown in Item 6 of Schedule 1 during the Put Option Period; and

- (b) deliver to the Grantee's Lawyer at the address shown in Item 5 of Schedule 1 an executed original of the Contract dated on the date of service of the Put Option Notice.

### 8.3 Grantee obligations for Put Option

If the Grantor exercises the Put Option in accordance with clause 8.2, the Grantee must provide to the Grantor within 2 Business Days after delivery of the Put Option Notice:

- (a) an original Contract executed by the Grantee; and
- (b) an unendorsed bank cheque in favour of the Grantor for the amount due in respect of the Deposit, if any.

### 8.4 Options not exercisable

Neither the Call Option nor the Put Option may be exercised prior to the commencement of the Call Option Period and the Put Option Period respectively.

### 8.5 Failure to exercise Option

- (a) If the Call Option is not exercised in accordance with clause 8.1 the Call Option will lapse.
- (b) If the Put Option is not exercised in accordance with clause 8.2, the Put Option will lapse.

---

## 9. Nominee

### 9.1 Nominee exercises Call Option

Despite clause 8.1, if:

- (a) the Grantee has not exercised the Call Option;
- (b) the Grantee is not in default under this deed;
- (c) the Call Option Period has not expired; and
- (d) this deed has not been terminated or rescinded,

the Grantee may at the time the Call Option is exercised nominate the Nominee by delivering to the Grantor's Lawyer all of the following:

- (e) the Nomination Fee;
- (f) the Form of Nomination executed by the Grantee and the Nominee specifying the Nominee's:
  - (i) name, address, email address, phone number and address for service of notices; and
  - (ii) Nominee Lease Election;
- (g) an original Contract executed by the Nominee and, if the Nominee is a corporation, a guarantee of that corporation's performance of its obligations under the Contract given by each of its directors in the form of Annexure E;
- (h) where a Standard Lease Election has been made - an unendorsed bank cheque in favour of the Grantor for the amount of the Deposit, as referred to in clause 8.1(b); and
- (i) where a Land Rent Lease Election has been made - an Application for Land Rent Lease, completed by the Nominee.

## 9.2 Nominee Lease Election

- (a) Only a Nominee can make a Land Rent Lease Election.
- (b) The Nominee must not make a Land Rent Lease Election if the Nominee is not able to satisfy the Land Rent Eligibility Criteria or if the Purchase Price is greater than the Affordable Housing Threshold.
- (c) If the Land meets the criteria of the Land Rent Scheme, the Grantee must provide any potential nominee buyer that is able to satisfy the Land Rent Eligibility Criteria with the opportunity to make a Land Rent Lease Election.
- (d) Within 15 Working Days after the later of:
  - (i) the date the Call Option is exercised confirming the Nominee has made a Land Rent Lease Election; and
  - (ii) the date the Grantor is provided with the Grantee's bank account details,
 the Grantor will refund to the Grantee the difference between the Security Sum paid by the Grantee under this deed and the Security Payment required to be paid under the Contract.

## 9.3 Contract made with Nominee

If the Nominee exercises the Call Option:

- (a) then at the time the items set out in clause 9.1 are delivered, the Contract is made and the Grantor is bound to sell and the Nominee is bound to buy the Land for the Purchase Price on the terms in the Contract;
- (b) all references to the "Grantee" in this deed, (except for clause 9.4, 12, 13 and Annexure E) any ancillary documents will be deemed to be references to the "Nominee", and by the Nominee exercising the Call Option the Nominee will be deemed to be a party to this deed and any ancillary documents (if any) in place of the Grantee; and
- (c) the Nominee will enter into the form of the Contract .

## 9.4 Restriction on finder's fee and price increase

- (a) If the Nominee exercises the Call Option, the Grantee must not:
  - (i) require the Nominee to pay:
    - A. the Grantee a fee for the Nominee securing the Land; or
    - B. more than the Purchase Price for the Land; or
  - (ii) obtain a monetary benefit arising from the Nominee entering into the Contract, other than the Grantee constructing a dwelling on the Land
- (b) If clause 9.4(a) is breached, the Call Option will be deemed to not have been validly exercised by the Nominee.

---

## 10. Affordable Housing

### 10.1 Affordable Housing Block

This clause 10 only applies if the Land is an Affordable Housing Block.

## 10.2 Eligible Home Buyer

- (a) The Land must be sold to an Eligible Home Buyer as an Affordable Housing Block in accordance with the requirements of the Project Delivery Deed.
- (b) An Affordable Housing Lease will be granted on Completion.

---

## 11. Energy Rebate

### 11.1 Affordable Housing Block

The Energy Rebate is available for Buyers of blocks that are not Affordable Housing Blocks.

### 11.2 Eligibility for Energy Rebate

- (a) If the Grantee:
  - (i) constructs a dwelling on the Land for an Eligible Home Grantee that satisfies:
    - A. all of the mandatory requirements contained in the Whitlam Housing Development Guidelines within 30 calendar months of Completion;
    - B. all of the Eligibility Requirements within 30 calendar months of Completion; and
  - (ii) within 180 days of receiving the Certificate of Occupancy and Certificate of Compliance for the dwelling:
    - A. lodges the completed Rebate Application with the Grantor; and
    - B. provides evidence, to the satisfaction of the Grantor, that all of the Eligibility Requirements have been met,

the Grantor will pay the Energy Rebate to the Grantee.

- (b) If the Grantee does not satisfy the conditions of this clause 11.2, the Energy Rebate will not be paid to the Grantee.

### 11.3 Eligibility Requirements

- (a) In this clause 11, "Eligibility Requirements" means installation and commissioning of all of the following in the dwelling on the Land:
  - (i) a roof with a solar absorptance value of less than 0.5 (absorptance values as per the National Construction Code 2019 (NCC));
  - (ii) a solar photovoltaic (PV) system with a grid-connected inverter that:
    - A. is purchased from a Clean Energy Council (CEC) Approved Solar Retailer;
    - B. is installed on the roof of the dwelling located on the Land;
    - C. has a minimum total rated power output of 3 kilowatts (kW); and
    - D. is installed, commissioned, tested and certified by an ACT licensed tradesperson who is Clean Energy Council (CEC) accredited installer;

- (iii) an electric heat pump or electric boost solar hot water system with a minimum of 28 Small-Scale Technology Certificates (STCs);
- (iv) an electric oven and an electric cooktop in the kitchen;
- (v) an electric heating and/or cooling system;
- (vi) an energy monitoring and/or management system; and
- (vii) an electric vehicle charge point in the garage or carport including:
  - A. a dedicated 32 amp circuit with a 15 amp power point located on the wall of the car space or garage; and
  - B. with installation carried out by an ACT licensed electrician.
- (b) Having any item or appliance in the dwelling connected to the reticulated gas network will mean that the Grantee fails to satisfy the Eligibility Requirements.
- (c) Failure to meet all of the Eligibility Requirements means that no amount of the Energy Rebate will be paid.

---

## 12. Costs

- (a) On the Commencement Date, the Grantee must pay the Grantor's Legal Costs for the preparation of this deed.
- (b) The Grantee must pay all stamp duties payable in connection with this deed, the Contract and any transaction arising out of this deed.
- (c) The Nominee must pay all stamp duties payable in connection with the Contract.

---

## 13. Default

- (a) A Default Event means:
  - (i) the failure by a party to perform a material obligation in accordance with the terms of this deed;
  - (ii) the appointment of a Receiver, manager, liquidator (including a provisional liquidator), statutory manager or any similar person appointed (whether by a Court or by other persons) to the Grantee;
  - (iii) the bankruptcy, insolvency or entering into a scheme of arrangement (whether formal or informal) with creditors by the Grantee; or
  - (iv) the assignment of property by the Grantee for the benefit of creditors.
- (b) Each party undertakes to the other that it will promptly provide written notification to the other party of any Default Event occurring in respect of the first party.
- (c) If a Default Event occurs, clause 29 and the relevant termination provisions of the Contract will apply in relation to the Default Event as if the Default Event was a default by the defaulting party under the Contract and as if the references to the Contract or "this Contract" in those clauses were references to this deed.
- (d) If the Grantee is in default under this deed, the Grantee shall be deemed to be in default under the Contract.
- (e) If the Grantor is in default under this deed, the Grantor shall be deemed to be in default under the Contract.
- (f) If the Nominee is in default under this deed, the Nominee shall be deemed to be in default under the Contract.

- (g) For the avoidance of doubt, the occurrence of an Enforcement Action does not constitute a default by the Grantor.

---

## 14. Rescission

- (a) If this deed is rescinded it is rescinded from the beginning, and no party will be liable to pay the other any sum for damages, costs and expenses.
- (b) Upon rescission of this deed the Grantor hereby irrevocably directs the Stakeholder to release to the Grantee the Security Sum without deduction under this deed.

---

## 15. GST

All amounts expressed or described in this deed are GST inclusive amounts.

---

## 16. Addresses

The address for service of Option Notices or other notices under this deed is as follows:

- (a) Grantor's Lawyer: to the address detailed in Item 4 of Schedule 1.
- (b) Grantee's Lawyer: to the address detailed in Item 5 of Schedule 1.

---

## 17. Assignment

The Grantee must not assign its rights under this deed without the prior written consent of the Grantor.

---

## 18. Jurisdiction

- (a) This deed is governed by the laws of the Australian Capital Territory.
- (b) Any proceedings in respect of any cause or action arising under this deed will be heard and determined in a Court of the Australian Capital Territory or other Court with jurisdiction to hear those proceedings.

---

## 19. Confidentiality and announcements

- (a) The terms of this deed and all information exchanged between the parties under this deed or during the negotiations preceding the formation of this deed are confidential to them and may not be disclosed to any person except:
- (i) to the parties' consultants, advisers and financiers (as required) in order to obtain advice in respect of, or to give effect to, the parties' rights and obligations under this deed;
  - (ii) for the purposes of this deed or otherwise with the consent of the party who supplied the information (which consent must not be unreasonably withheld or delayed);
  - (iii) if required by law or a stock exchange (and then only after the other is previously informed of such proposed disclosure and has had an opportunity to negotiate the terms of that disclosure in good faith);
  - (iv) in connection with legal proceedings relating to this deed; or
  - (v) if the information is generally and publicly available otherwise than as a result of a breach of this special condition.
- (b) A party must not issue any press release or disclose any information to the media about this deed without the written consent of the other party, which consent must not be unreasonably withheld or delayed.

---

**20. Waiver**

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this deed by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this deed.
- (b) Any waiver or consent given by any party under this deed will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this deed will operate as a waiver of another breach of that term or of a breach of any other term of this deed.

---

**21. Counterparts**

- (a) This deed may be executed in any number of counterparts and by the parties on separate counterparts.
- (b) Each counterpart constitutes an original of this deed, all of which together constitute one agreement.

---

**22. Non-merger**

None of the terms of this deed, or any act, matter or thing done by virtue of or in connection with this deed, will operate as a merger of any of the rights and remedies of the parties under this deed, and those rights and remedies will at all times continue in full force and effect.

---

**23. Variations**

This deed can only be varied by a deed signed by both parties.

---

**24. Entire agreement**

To the extent permitted by law, in relation to the subject matter of this deed, this deed and the Contract:

- (a) embody the entire understanding of the parties, and constitute the entire terms agreed on between the parties; and
- (b) supersede any prior written or other agreement between the parties.

---

**25. Director's Guarantee**

- (a) Where the Grantee is a corporation, all directors of that corporation or corporations must guarantee the corporation's performance of its obligations under this deed.
- (b) The guarantee is to be in the form attached as Annexure E.

## Schedule 1 Contract particulars

Date of this deed	3 June 2021
Item 1 Grantee	Alivin Developments Pty Ltd ACN 137 750 317 Unit 2, 105 Newcastle Street FYSHWICK ACT 2909 [REDACTED]@pavilionhomes.com.au
Item 2 Guarantor	[REDACTED]
Item 3 Land	Block 12 Section 2 Whitlam
Item 4 Grantor's Lawyer and address for service of notices	Clayton Utz Level 10, 2 Phillip Law Street CANBERRA ACT 2601  Phone: 02 6279 4036 / 02 6279 4020 Email: conveyancing@claytonutz.com Attention: [REDACTED]
Item 5 Grantee's Lawyer and address for service of notices	Eastwoods Legal PO Box 3487 MANUKA ACT 2603  Phone: 02 6100 6553 Email: [REDACTED]@eastwoodslegal.com.au Attention: [REDACTED]
Item 6 Purchase Price	[REDACTED]
Item 7 Affordable Housing Block	<input checked="" type="radio"/> Yes / No

**Annexure A - Call Option Notice**

Deed:	Deed of Put and Call Option dated
Land:	Section 2 Whitlam
Date:	
Grantor:	<b>Suburban Land Agency ABN 27 105 505 367</b> of 480 Northbourne Avenue, Dickson ACT 2602
Grantee:	Alivin Developments Pty Ltd ACN 137 750 317

In accordance with the Deed:

1. the Grantee notifies the Grantor that the Grantee irrevocably exercises the Call Option; and
2. the Grantor must sell the Land to the Grantee in accordance with the Contract annexed to the Deed.

**Executed by the Grantee**

**Executed by Alivin Developments Pty Ltd  
ACN 137 750 317** in accordance with  
section 127 of the Corporations Act 2001 (Cth):

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

\_\_\_\_\_  
Signature of sole director and sole company  
secretary

**Annexure B - Put Option Notice**

Deed:	Deed of Put and Call Option dated
Land:	Section 2 Whitlam
Date:	
Grantor:	<b>Suburban Land Agency ABN 27 105 505 367</b> of 480 Northbourne Avenue, Dickson ACT 2602
Grantee:	Alivin Developments Pty Ltd ACN 137 750 317

In accordance with the Deed:

1. the Grantor notifies the Grantee that the Grantor irrevocably exercises the Put Option; and
2. the Grantee must purchase the Land from the Grantor in accordance with the Contract annexed to the Deed.

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

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised delegate

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Full name of authorised delegate

**Annexure C - Contract**

**SUBURBAN LAND AGENCY  
FIRST GRANT CONTRACT - LAND NOT READY SCHEDULE  
AFFORDABLE HOUSING**



**ACT**  
Government

**Suburban Land**  
Agency

<b>DATE OF THIS CONTRACT</b>				
<b>LAND</b>		Block	Section	Division/District
			<b>2</b>	<b>Whitlam</b>
<b>STAGE</b>		as shown in the Housing Development Guidelines		
<b>OCCUPANCY</b>		Vacant Possession		
<b>CO-OWNERSHIP</b>	Mark one <i>See clause 14</i>	<input type="checkbox"/> Tenants in common <i>(Show shares)</i>		<input type="checkbox"/> Joint Tenants
<b>CROWN LEASE ELECTION</b>		<input type="checkbox"/> Land Rent Affordable Housing Lease		<input type="checkbox"/> Standard Affordable Housing Lease
<b>SELLER</b>	Full name ACN/ABN Address	<b>Suburban Land Agency</b> 27 105 505 367 480 Northbourne Avenue, Dickson ACT 2602		
<b>SELLER'S SOLICITOR</b>	Firm Ref Phone Fax Address Email	Clayton Utz [Redacted] 02 6279 4000 02 6279 4099 GPO Box 9806 Canberra ACT 2601 conveyancing@claytonutz.com		
<b>BUYER</b>	Full Name ACN/ABN Address Email			
<b>BUYER'S SOLICITOR</b>	Firm Ref Phone Fax DX/Address Email			
<b>RESIDENTIAL WITHHOLDING TAX</b>		New residential premises? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Potential residential land? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Buyer required to make a withholding payment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(insert details on p.2)</i>		
<b>FOREIGN RESIDENTIAL WITHHOLDING TAX</b>		Price/value of Land over \$750,000 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Clearance Certificate attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>PRICE</b>	Price Less Deposit Balance	[Redacted]	(The Price is GST inclusive) (5% of Price)	
<b>EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE</b>	<i>See clause 3</i>	The date that is the later of 60 days after (a) the last date in the Estimated Date Range for Works, and (b) the date of this Contract.		
<b>DATE FOR COMPLETION</b>	<i>See clause 4</i>	In accordance with clause 4.2		
<b>ESTIMATED DATE RANGE FOR WORKS</b>	<i>See clause 5</i>	01 March 2021 to 30 June 2021		
<b>STANDARD ANNEXURES</b>	<i>Documents annexed to this Contract</i>	Annexure A – Whitlam Housing Development Guidelines; Annexure B – Specimen Crown Leases; Annexure C - Financial Advice Certificate; Annexure D - Statutory Declaration		
<b>SPECIAL CONDITIONS</b>	<i>Indicate whether any special conditions apply</i>	<input type="checkbox"/> Yes		<input type="checkbox"/> No

**READ THIS BEFORE SIGNING**

Before signing this contract you should ensure that you understand your rights and obligations. You should get advice from your solicitor.

Authorised Delegate of the Suburban Land Agency signature:		Buyer signature:	
Delegate name:		Buyer name:	
Witness signature:		Buyer signature:	
Witness name:		Buyer name:	
		Witness signature:	
		Witness name:	

## RW Amount

(Residential Withholding Payment) — Further Details

The supplier will frequently be the Seller. However, sometimes further information will be required as to which entity is liable for GST (eg if the Buyer is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

<b>Supplier</b>	Name	Suburban Land Agency		
	ABN	27105505367	Phone	(02) 6205 0600
	Business address	480 Northbourne Avenue, Dickson ACT 2602		
	Email	<a href="mailto:suburbanland@act.gov.au">suburbanland@act.gov.au</a>		
<b>Residential Withholding Tax</b>	Supplier's portion of the RW Amount:	100%		
	RW Percentage:	7%		
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):	██████████		
	Is any of the consideration not expressed as an amount in money?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If 'Yes', the GST inclusive market value of the non-monetary consideration:	\$		
	Other details (including those required by regulation or the ATO forms):			

1 **GRANT OF THE LEASE**

- 1.1 The Seller as delegate of the Planning and Land Authority and on behalf of the Commonwealth of Australia will grant, or will procure the grant of, the Lease to the Buyer on Completion.
- 1.2 The Lease will be granted substantially upon the terms and conditions of the:
- (a) Specimen Standard Affordable Housing Lease if the Buyer has made a Standard Lease Election; or
  - (b) Specimen Land Rent Affordable Housing Lease if the Buyer has made a Land Rent Lease Election.

2 **TERMS OF PAYMENT - STANDARD AFFORDABLE HOUSING LEASE**

- 2.1 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque.
- 2.2 On the Date of this Contract, the Buyer must pay the Deposit to the Seller.
- 2.3 If the Deposit is:
- (a) not paid on time; or
  - (b) paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 29) and clause 30 applies.
- 2.4 Notwithstanding clause 2.2, the Seller agrees to accept payment of the Deposit in two instalments as follows:
- (a) \$5,000 on the Date of this Contract (**First Instalment**); and
  - (b) the balance of the Deposit on the date that is 40 Working Days after the Date of this Contract (**Second Instalment**),

and in every respect time is of the essence of this clause 2.4.

- 2.5 Any money payable to the Seller by the Buyer must be paid to the Seller or as the Seller's Solicitor directs in writing, and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.6 If the Contract is:
- (a) rescinded; or
  - (b) terminated due to the default of the Seller,
- then the Seller will account to the Buyer for the Deposit paid.
- 2.7 The Seller is not liable to pay interest on any refunded Deposit provided that the Deposit is refunded to the Buyer within 15 Working Days of the date the Contract is:
- (a) terminated due to the Seller's default; or
  - (b) rescinded.
- 2.8 The payment of the Deposit by the Buyer to the Seller does not create a charge over

the Land to the value of the Deposit or any other amount.

- 2.9 The Deposit is released to the Seller (when paid) and becomes the Seller's property absolutely (being part payment of the Price).

### **3 DEPOSIT BOND AND BANK GUARANTEE**

- 3.1 The Deposit to be paid pursuant to clause 2.2 may be accepted by way of a Deposit Bond or Bank Guarantee provided that at least 3 Working Days prior to the Date of this Contract the Buyer:
- (a) informs the Seller of their intention to provide a Deposit Bond or Bank Guarantee; and
  - (b) provides the Seller with a copy of the proposed Deposit Bond or Bank Guarantee for approval.
- 3.2 The expiry date for the Deposit Bond or Bank Guarantee must not be earlier than the Earliest Date of Expiry of Deposit Bond or Bank Guarantee specified in the Schedule.
- 3.3 The Deposit Bond or Bank Guarantee must:
- (a) show the Seller as the beneficiary of the Deposit Bond or Bank Guarantee; and
  - (b) be for an amount that is not less than 5% of the Price.
- 3.4 The Buyer must pay the amount stipulated in the Deposit Bond or Bank Guarantee to the Seller by unendorsed bank cheque on Completion.
- 3.5 The Buyer is in default if:
- (a) the Deposit Bond or Bank Guarantee has an expiry date prior to the Earliest Date of Expiry of Deposit Bond or Bank Guarantee and is not renewed to the satisfaction of the Seller at least 10 Working Days prior to the expiry of the Deposit Bond or Bank Guarantee; or
  - (b) the provider of the Deposit Bond or Bank Guarantee is placed under external administration of any nature before Completion and the Buyer has not provided a replacement Deposit Bond or Bank Guarantee to the same value and on the same terms and conditions from a solvent party within 5 Working Days of the provider being placed in such administration.
- 3.6 If the Buyer is in default under clause 3.5:
- (a) it will be deemed to be a failure by the Buyer to pay the Deposit under clause 2; and
  - (b) immediately, and without the notice necessary under clause 29, clause 30 applies.
- 3.7 If the Seller varies the last date of the Estimated Date Range for Works under clause 5.4 to a date beyond the expiry date for the Deposit Bond or Bank Guarantee, the Seller may notify the Buyer and the Buyer must, within 5 Working Days of such notice, provide the Seller with a replacement Deposit Bond or Bank Guarantee on the same terms except that the date of the expiry is on or after the date 30 Working Days after the revised last day of the Estimated Date Range for Works and the Earliest Date of Expiry of Deposit Bond or Bank Guarantee will be varied accordingly.

#### **4 DATE FOR COMPLETION**

- 4.1 Completion must take place in Canberra on the Date for Completion or as otherwise determined by the Contract and if not specified or determined, within a reasonable time.
- 4.2 The Seller will not be liable to the Buyer for any damage or loss caused to the Land after Completion, including building waste, save where caused by the negligent or deliberate action or omission of the Seller, its employees, agents or contractors.
- 4.3 Subject to clause 4.4, the Date for Completion is the date that is 30 Working Days from the date the Seller serves the Lease on the Buyer, in accordance with clause 34 as if it were a notice.
- 4.4 The Date for Completion:
- (a) cannot be a date before the date that the Seller satisfies the conditions of clause 5.2; and
  - (b) may be a date that is before the earlier date in the Estimated Date Range for Works.

#### **5 WORKS**

- 5.1 The Buyer acknowledges that at the Date of this Contract the Works may not have been completed.
- 5.2 This Contract is subject to and conditional upon:
- (a) Operational Acceptance of the Works; and
  - (b) registration of a Deposited Plan.
- 5.3 The Seller must use its best endeavours to obtain Operational Acceptance and register the Deposited Plan by the earlier date in the Estimated Date Range for Works specified in the Schedule if it has not done so already on the Date of this Contract.
- 5.4 The Seller may by notice to the Buyer vary the last date of the Estimated Date Range for Works by up to six (6) months (but no more without the express consent of the Buyer) where Operational Acceptance or registration of a Deposited Plan is delayed due to an event or events occurring beyond the Seller's reasonable control, including but not limited to:
- (a) any non-compliance with statutory timeframes by any government or regulatory authority that delays Operational Acceptance;
  - (b) weather sufficiently inclement to prevent the Seller obtaining Operational Acceptance by the last date of the Estimated Date Range for Works;
  - (c) industrial dispute;
  - (d) unavailability of labour, plant or materials; or
  - (e) any other reasonable cause or event beyond the control of the Seller.
- 5.5 Any notice of variation to the last date of the Estimated Date Range for Works must be in writing as soon as reasonably practicable and must set out:
- (a) the reasons for the delay to the Operational Acceptance of the Works or registration

of a Deposited Plan; and

(b) the amended Estimated Date Range for Works.

5.6 If Operational Acceptance and registration of a Deposited Plan have not been obtained by the later date in the Estimated Date Range for Works specified in the Schedule or as amended, either Party may rescind this Contract by notice to the other and the provisions of clause 33 will apply.

## **6 SIGNING OF LEASE**

6.1 The Buyer must, no later than 20 Working Days after the date the Seller serves the Lease on the Buyer:

(a) sign each original of the Lease; and

(b) return the original signed Leases to the Seller's Solicitor.

6.2 The Buyer undertakes to register the Lease following Completion.

## **7 WHITLAM HOUSING DEVELOPMENT GUIDELINES**

7.1 The Whitlam Housing Development Guidelines are annexed to this Contract for information only.

7.2 If there is any variation to the Whitlam Housing Development Guidelines prior to Completion, the Seller may, but is not required to, notify the Buyer and provide:

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

(b) the variations,

to the Buyer prior to Completion.

7.3 The Buyer acknowledges that the Land is not ready and is not available for inspection.

7.4 In the event that there is an inconsistency between the Whitlam Housing Development Guidelines and the Deposited Plan, the Deposited Plan prevails.

7.5 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 28 of this Contract in respect of any matter set out in the Whitlam Housing Development Guidelines.

## **8 VARIATION TO WHITLAM HOUSING DEVELOPMENT GUIDELINES**

8.1 The Buyer acknowledges that the Specimen Crown Lease, the Whitlam Housing Development Guidelines, the Block Details Plan and any other plans in relation to the Land may be affected by:

(a) the requirements of legislation;

(b) variations to the Territory Plan;

(c) the requirements of government authorities; and/or

(d) physical conditions affecting the Works, and may result in one or more of the

following:

- (e) minor redefinition of the boundaries of the Land;
- (f) minor road re-alignment or dedication; or
- (g) minor variations of the easements relating to the provision of electricity, gas, water, sewerage and stormwater services.

8.2 Any redefinition, road realignment or dedication or variation of easements will be deemed to be minor if it does not materially and detrimentally affect the use of the Land.

8.3 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 28 of this Contract in respect of any matter set out in clause 8.1.

## **9 PLANNING CONDITIONS**

9.1 The Buyer acknowledges that the Planning and Land Authority is responsible for all development consents and approvals sought by or on behalf of the Buyer in relation to the Land and the Buyer therefore releases the Seller from any liability, cause of action or any other claim in relation to disturbance, loss or detriment caused by the Planning and Land Authority granting or denying any consent or approval in relation to the Land.

9.2 The Buyer acknowledges the obligation to make its own enquiries and satisfy itself as to the currency and accuracy of information contained in the Territory Plan.

9.3 The Buyer acknowledges that the Planning and Land Authority is responsible for the Territory Plan and the Buyer will make no claim against the Seller whatsoever in this regard.

9.4 The Buyer acknowledges that nothing in this Contract or the fact of Completion implies or means that any required approvals, consents or licences regarding planning, design, siting and any other matters relating to the Buyer's Development of the Land will be granted by the regulatory authorities or other agencies of the Australian Capital Territory with or without conditions.

## **10 PROPERTY ACT**

10.1 The Property Act does not apply to this Contract as

- (a) this Contract is not a sale of residential property; and
- (b) the grant of the Lease will be the first grant of a Crown Lease over the Land.

## **11 NON-CONFORMING TRANSFERS NOT TO BE USED**

11.1 The Buyer will not be able to use the non-conforming transfer provisions of section 17(3) of the *Duties Act 1999* (ACT) in relation to the Contract, as the grant of the Lease will be the first grant of a Crown Lease over the Land.

## **12 ENTIRE AGREEMENT**

12.1 The Buyer agrees that this Contract sets out the entire agreement of the Parties on the subject matter of this Contract and supersedes any prior agreement, advice, material supplied to the Buyer or understanding on anything connected with the subject matter of this Contract.

## **13 NO RELIANCE**

13.1 Each Party has entered into this Contract without reliance upon any representation,

statement or warranty (including sales and marketing material and preliminary artwork) except as set out in this Contract.

#### **14 CO-OWNERSHIP**

- 14.1 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Land in the specified manner of Co-ownership in the Schedule or if one alternative is not marked, as joint tenants.

#### **15 NON-MERGER**

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

#### **16 LAND RENT LEASE ELECTION**

- 16.1 The Buyer may only make a Land Rent Lease Election if the Price is \$300,000.00 or less.
- 16.2 Clauses 16.5, 17, 18, 19 and 30 only apply if the Buyer has made a Land Rent Lease Election or if the Buyer is in the process of changing its election in accordance with clause 18.3.
- 16.3 If the Buyer has not made a Land Rent Lease Election on the Date of this Contract, the Buyer will not be entitled to a Land Rent Lease Election at any time after the Date of this Contract and clauses 16.1, 16.5, 17, 18, 19 and 30 will not apply to the Buyer.
- 16.4 If the Buyer has made a Land Rent Lease Election on the Date of this Contract and then has changed its election in accordance with clause 18.3, the Buyer will not be entitled to a further election of a Land Rent Affordable Housing Lease at any time after the election in accordance with clause 18.3 has been made.
- 16.5 To the best of the Seller's knowledge, the Price specified in the Schedule will be utilised for the calculation of stamp duty by the ACT Commissioner for Revenue where a Land Rent Lease Election has been made by the Buyer, however the Price is not payable under this Contract where the Buyer has made a Land Rent Lease Election unless the Buyer gives notice under clause 18.3.
- 16.6 If the Buyer has failed to make any election for a Standard Affordable Housing Lease or Land Rent Affordable Housing Lease in the Schedule on the front page of this Contract where specified, the Buyer is deemed to have elected a Standard Affordable Housing Lease on the Date of this Contract.

#### **17 COMPLIANCE WITH ELIGIBILITY CRITERIA**

##### **Conditional Contract**

- 17.1 On the Date of this Contract the Buyer must provide to the Seller a completed Application for Land Rent Lease.
- 17.2 Completion of this Contract is subject to and conditional upon:
- (a) the Buyer providing to the Seller before the date of this Contract:
    - (i) a completed and duly executed Statutory Declaration witnessed by a solicitor who has provided the Buyer with advice in relation to the Contract Documents;
    - (ii) a completed and duly executed Financial Advice Certificate; and
    - (iii) evidence of attendance at the CIT Information Session; and

- (b) the ACT Revenue Office determining that the Buyer complies with the Eligibility Criteria for Land Rent.

17.3 Clause 17.2 is an essential term of this Contract.

17.4 On Completion, the Seller will pay to the Buyer \$300.00 (including GST), being the Seller's contribution to the Buyer's costs of obtaining legal and financial advice.

#### **Buyer Acknowledgements**

17.5 The Buyer acknowledges that the ACT Revenue Office determination required at clause 17.2(b):

- (a) is only valid for 60 days from the date of the determination; and
- (b) must be valid on Completion.

17.6 The Buyer acknowledges that:

- (a) the Buyer has made a Land Rent Lease Election on entering into this Contract;
- (b) despite entering into this Contract, the Buyer is not eligible for the grant of the Land Rent Affordable Housing Lease under this Contract unless the Buyer complies with the Eligibility Criteria for Land Rent;
- (c) if the Seller or the ACT Revenue Office determines that the Buyer does not comply with the Eligibility Criteria for Land Rent:
  - (i) the Seller will notify the Buyer;
  - (ii) the Buyer may change their election to a Standard Lease Election by providing the Seller with a notice in accordance with clause 18.3 within 5 Working Days of receiving notification; and
  - (iii) if the Buyer does not change their election in accordance with clause 17.6(c)(ii), the Seller may rescind the Contract in accordance with clause 33.
- (d) If the Seller or the ACT Revenue Office determines that the Buyer has deliberately supplied false or misleading information for the Eligibility Criteria for Land Rent, the Seller may:
  - (i) terminate this Contract without the notice otherwise necessary under clause 29; and
  - (ii) retain the Security Payment; and
- (e) if the Buyer completes the Contract, is granted a Land Rent Lease and subsequently becomes ineligible, the provisions of s16AA of the Land Rent Act will apply.

#### **Compliance check**

17.7 The Buyer authorises the Seller and the ACT Revenue Office to, at any time:

- (a) check whether the Buyer complies with the Eligibility Criteria for Land Rent; and
- (b) make any enquiries they see fit, to determine the Buyer's compliance with the Eligibility Criteria for Land Rent, including enquiries of financial institutions, the Australian Taxation Office and land title registers.

- 17.8 The Buyer must commence the process of obtaining a determination from the ACT Revenue Office that the Buyer satisfies the Eligibility Criteria for Land Rent and must provide to the ACT Revenue Office, no later than 5 Working Days after the Date of this Contract
- (a) evidence of the total income for the 12 months prior to the date of this Contract for the Buyer, the Domestic Partner of the Buyer, and any other person who joined the application;
  - (b) a copy of the last income tax return prior to the date of this Contract for the most recent income tax year lodged by the Buyer, the Domestic Partner of the Buyer, and any other person who joined the application;
  - (c) if the Buyer is self-employed, a copy of Business Activity Statements (BAS) for the 12 month period prior to the date of this Contract;
  - (d) if the Buyer has dependent children, a certified copy of the youngest child's birth certificate; and
  - (e) any other information or documents requested by the Seller or the ACT Revenue Office for the purpose of determining the Buyer's compliance with the Eligibility Criteria for Land Rent.
- 17.9 If requested by the Seller or the ACT Revenue Office to do so, the Buyer must provide any authorisation required by the Seller or the ACT Revenue Office to enable the Seller or the ACT Revenue Office to make any enquiries it should make in its absolute discretion for the purpose of determining the Buyer's compliance with the Eligibility Criteria for Land Rent.
- 17.10 The Buyer authorises the Seller and the ACT Revenue Office, for the purposes of this Contract and of any legislation, to communicate any information concerning the Buyer's Eligibility Criteria for Land Rent to:
- (a) each other;
  - (b) the Seller's legal advisers; and
  - (c) the Buyer's legal advisers.

### **Buyer Change in Circumstances**

- 17.11 If, after the Date of this Contract but before the Buyer's eligibility is assessed by the ACT Revenue Office the Buyer becomes aware of changes to their circumstances that may result in the Buyer not meeting the Eligibility Criteria for Land Rent, the Buyer must, no later than 5 Working Days after the change:
- (a) notify the Seller of the change; and
  - (b) elect to either:
    - (i) change their election to a Standard Lease Election in accordance with clause 18.3; or
    - (ii) request a rescission of the Contract from the Seller, whose approval may not be unreasonably withheld.
- 17.12 If the Buyer does not comply with the Buyer's obligations under this clause 17 the Seller may terminate this Contract without the notice otherwise necessary under clause 29 and retain the Security Payment.

## **18 LAND RENT LEASE CONDITIONS**

- 18.1 If the Buyer has made a Land Rent Lease Election:
- (a) clauses 2, 3, 31, 32 and 34 will not apply; and
  - (b) the Lease granted by the Seller on Completion must be a Land Rent Affordable Housing Lease.
- 18.2 The Buyer consents to the Seller confirming with the Canberra Institute of Technology the Buyer's attendance at a CIT Information Session.
- 18.3 Notwithstanding the Buyer's Land Rent Lease Election, the Buyer may at any time from the Date of this Contract up to 10 Working Days prior to the Date for Completion provide the Seller with a notice that the Buyer no longer elects for the Lease to be a Land Rent Affordable Housing Lease and on Completion the Buyer will be granted a Standard Affordable Housing Lease.
- 18.4 Where the Buyer provides a notice in accordance with clause 18.3:
- (a) clauses 2 and 3 will apply provided that the time for paying the Deposit at clause 2.2 of this Contract is amended to payment in accordance with clause 18.4(b);
  - (b) the Buyer must pay:
    - (i) the Deposit; or
    - (ii) an amount equal to the difference between the Deposit and the amount paid by the Buyer to the Seller as the Security Payment, as well as provide the Seller with written authorisation for the Security Payment being held on trust under clause 19.2 to be applied to the Deposit,within 7 days of the notice being given, subject to the payment of the Deposit being at least 14 days prior to Completion;
  - (c) the Deposit and Price will be as specified in the Schedule;
  - (d) clauses 31, 32 and 34 will apply; and
  - (e) following the payment of the Deposit:
    - (i) clauses 17, 18.1, 18.6, 18.7, 18.8, 18.9, 19 and 30 will cease to apply to the Buyer; and
    - (ii) the Seller will return the Security Payment to the Buyer if not authorised to use it as part of the Deposit.
- 18.5 The Buyer has provided a notice in accordance with clause 18.3 and the Deposit is not paid in accordance with clause 18.4 the Buyer will be in default under the terms of this Contract and the provisions of clause 2.3 will apply.
- 18.6 Notwithstanding the grant of the Land Rent Lease at Completion, the Buyer agrees that the Seller will retain the Land Rent Affordable Housing Lease at Completion and will attend to registration of the Land Rent Affordable Housing Lease under the Land Titles Act 1925 (ACT).
- 18.7 The Buyer acknowledges that:
- (a) the cost of registration of the Land Rent Affordable Housing Lease is payable by the Buyer; and
  - (b) the Buyer will be required to provide all documentation reasonably required by

the Seller prior to Completion so the Seller can attend to registration of the Land Rent Affordable Housing Lease.

- 18.8 Following registration of the Land Rent Affordable Housing Lease, the Certificate of Title for the Land will be provided to the Buyer at the address nominated by the Buyer at Completion.
- 18.9 Where the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential condition of this Contract then the Buyer may by notice in writing served on the Seller terminate this Contract and no penalty, damages or costs will be payable by the Seller to the Buyer.

## **19 SECURITY PAYMENT**

- 19.1 If the Buyer made a Land Rent Lease Election, on the Date of this Contract the Buyer must pay the Security Payment to the Seller.
- 19.2 The Seller must hold the Security Payment in trust on behalf of the Buyer until Completion or until this Contract is terminated or otherwise ends.
- 19.3 The Security Payment may be paid by cheque but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 19.4 If the Buyer is in default under clause 19.3, then immediately and without the notice otherwise necessary under clause 29, clause 30 applies.
- 19.5 The Buyer irrevocably directs the Seller that upon Completion the Seller must:
- (a) pay the amount of the Security Payment paid by the Buyer, to the Commissioner for Revenue in respect of present or future Land Rent payable on the Land by the Buyer; and
  - (b) notify the Buyer of such payment.
- 19.6 The Buyer waives any interest in respect of the Security Payment from the Date of this Contract to the date ninety (90) days following the Completion or rescission or termination of this Contract.

## **20 BUYER RELIES ON OWN ENQUIRIES**

- 20.1 The Buyer:
- (a) relies on its own enquiries in relation to the Land; and
  - (b) warrants that in entering into this Contract the Buyer:
    - (i) has not relied on any express or implied statement, warranty or representation whether oral, written or otherwise made by or on behalf of the Seller to the Buyer in connection with the Land;
    - (ii) has not relied on any documentation made available by or on behalf of the Seller to the Buyer in relation to the Land other than documentation forming part of this Contract; and
    - (iii) is satisfied as to the nature, quality and condition of the Land and the purposes for which the Land may be used.
- 20.2 The Seller makes no warranty as to the accuracy or completeness of any document made available by or on behalf of the Seller to the Buyer in connection with the Land other than documentation forming part of this Contract.

## **21 PRIVACY**

- 21.1 The Buyer acknowledges that they have received, read, and understood the Land Release Privacy Policy, and accepts that any information collected by the Seller pursuant to this Contract, or previously in relation to this Contract, is held and used in accordance with the Land Release Privacy Policy.
- 21.2 The Buyer consents to the Seller's use of any personal information provided by the Buyer to reasonably fulfil the purpose of this Contract and any of its functions, including disclosure of personal information to the ACT Revenue Office and other ACT and Commonwealth government agencies.

## **22 BUYER RIGHTS AND LIMITATIONS**

- 22.1 The Buyer is not entitled to make any requisitions on the title to the Land.
- 22.2 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 28 of this Contract in respect of:
- (a) a Utility Service for the Land being a joint service or passing through another property, or any Utility Service for another property passing through the Land;
  - (b) a promise, representation or statement about this Contract, the Land or the Lease, not made in this Contract;
  - (c) the size of any service ties for the supply of water on or to the Land;
  - (d) any matter contained in the Block Fill Plans or the existence of regrading, fill or other disability of or upon the Land, whether caused by the Commonwealth of Australia, the Seller, previous occupants of the Land or otherwise;
  - (e) any soil classification in relation to the Land; and
  - (f) anything disclosed in this Contract (except an Affecting Interest).
- 22.3 The Buyer acknowledges, understands and accepts that the existence of regrading, fill, contamination of any Substance or other disability of or upon the Land may result in work for the construction of any building on the Land being more extensive and expensive than it may otherwise have been in the absence of such regrading, fill, contamination of any Substance or other disability.
- 22.4 The Buyer acknowledges that the Seller makes no warranty or representation as to the environmental condition or state of the soil, ground water, contamination or the existence or non-existence of any Substance on or affecting the Land.

## **23 SELLER WARRANTIES**

- 23.1 The Seller warrants that at the Date of this Contract the Seller:
- (a) will be able to complete at Completion;
  - (b) has no knowledge of any unsatisfied judgment, order or writ affecting the Land;
  - (c) has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Land; and
  - (d) is not aware of any material change in the matters disclosed in the Whitlam Housing Development Guidelines.

- 23.2 The Seller warrants that on Completion:
- (a) the Seller will have the capacity to complete;
  - (b) there will be no unsatisfied judgment, order or writ affecting the Land;
  - (c) the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Land; and
  - (d) the Seller is not aware of any encroachments by or upon the Land except as disclosed. This warranty does not extend to the location of any dividing fence.
- 23.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

## **24 ADJUSTMENTS**

- 24.1 As the Lease will be granted on Completion, there will be no adjustments of Income or Land Charges.

## **25 TERMS OF POSSESSION**

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

## **26 INSPECTION OF LAND**

- 26.1 The Buyer may on reasonable notice to the Seller inspect the Land during the period 10 Working Days prior to the Date for Completion.

## **27 ERRORS AND MISDESCRIPTIONS**

- 27.1 The Buyer will be entitled to compensation on Completion (and the Price will be reduced accordingly) in full and final settlement if the Buyer suffers a loss as a result of an error of any kind or misdescription, and the Buyer makes a claim for compensation before Completion.
- 27.2 This clause 27 applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.
- 27.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

## **28 COMPENSATION CLAIMS BY BUYER**

- 28.1 This clause 28 applies to claims for compensation arising out of this Contract made by the Buyer against the Seller including claims under clause 27.
- 28.2 To make a claim for compensation (including a claim under clause 27) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:
- (a) the Seller can rescind if in the case of a claim that is not a claim for delay:
    - (i) the total amount claimed exceeds 5% of the Price;
    - (ii) the Seller gives notice to the Buyer of an intention to rescind; and
    - (iii) the Buyer does not give notice to the Seller waiving the claim within 10 Working Days after receiving the notice; and

- (b) if the Seller does not rescind under clause 28.2(a) the Parties must complete and:
  - (i) the claim must be finalised (subject to clause 28.2(b)(ii)) either by agreement or, failing agreement, by an arbitrator appointed by the Parties or, if an appointment is not made within 20 Working Days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a Party;
  - (ii) the decision of the arbitrator is final, and binding save for:
    - 1. manifest error by the arbitrator obvious on its face in the final determination by the arbitrator;
    - 2. error in the application of law by the arbitrator in making his or her determination; or
    - 3. improper or unlawful conduct by the arbitrator or either Party that affected or might reasonably be thought to affect the arbitrator's determination;
  - (iii) the costs of the arbitration must be shared equally by the Parties unless otherwise determined by the arbitrator;
  - (iv) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer; and
  - (v) the claim lapses if the Parties do not appoint an arbitrator and neither Party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion.

## **29 NOTICE TO COMPLETE AND DEFAULT NOTICE**

- 29.1 If Completion does not take place by the Date for Completion, either Party may, at any time after the Date for Completion, serve on the other Party a Notice to Complete.
- 29.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14 days after service of the Notice to Complete (excluding the date of service) by which, and a place in Canberra at which, to complete this Contract.
- 29.3 At the time the Notice to Complete is served the Party serving the Notice to Complete must:
  - (a) not be in default; and
  - (b) be ready, willing and able to complete but for some default or omission of the other Party.
- 29.4 Completion at the time, date and place specified in the Notice to Complete is an essential term.
- 29.5 Where a Notice to Complete is served in accordance with this clause 29, the party in default must pay the non-defaulting party's costs for serving the Notice to Complete, in the amount of \$165.00 (GST inclusive), on Completion.
- 29.6 Where one Party is in default (other than failing to complete) the other Party may at any time after the default serve the Party in default a Default Notice.
- 29.7 A Default Notice must:
  - (a) specify the default; and

- (b) require the Party served with the Default Notice to rectify the default within 14 days after service of the Default Notice (excluding the date of service).
- 29.8 At the time the Default Notice is served, the Party serving the Default Notice must not be in default.
- 29.9 The time specified in a Default Notice to rectify the specified default is an essential term.
- 29.10 Clauses 31.1 or 31.2 will apply as applicable where the Party served does not comply with the Notice to Complete or the Default Notice issued in accordance with this clause.
- 29.11 If the Party serving a notice under this clause varies the time referred to in the notice at the request of the other Party:
  - (a) the time agreed to in the variation remains an essential term; and
  - (b) the consent to the variation must be in writing and be served on the other Party.
- 29.12 The Parties agree that the time referred to in clauses 29.2 and 29.7(b) is fair and reasonable.

### **30 TERMINATION – BUYER DEFAULT LAND RENT AFFORDABLE HOUSING LEASE**

- 30.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate this Contract and:
  - (a) claim the Land Rent Lease Liquidated Damages and offset them against the Security Payment;
  - (b) sue the Buyer for breach; or
  - (c) re-sell the Land and any deficiency arising on the resale and all expenses of an incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Land within 12 months of termination.
- 30.2 In addition to any money kept or recovered under clause 30.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.
- 30.3 The Parties agree that the amount of the Land Rent Lease Liquidated Damages payable to the Seller under clause 30.1(a) is a genuine and honest pre-estimate of loss to the Seller for termination by the Buyer.

### **31 TERMINATION - BUYER DEFAULT STANDARD AFFORDABLE HOUSING LEASE**

- 31.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may, by notice served on the Buyer, terminate this Contract and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
  - (a) sue the Buyer for breach; or
  - (b) resell the Land and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Land within 12 months of

termination.

- 31.2 In addition to any money kept or recovered under clause 31.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.
- 31.3 If the Deposit is paid by Deposit Bond or Bank Guarantee in accordance with clause 3, and the Seller is entitled to terminate in accordance with clause 31.1, the Seller is entitled to, and will, call upon the Deposit Bond or Bank Guarantee immediately after serving the termination notice.

### **32 TERMINATION – SELLER DEFAULT**

- 32.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- (a) terminate and seek damages; or
  - (b) enforce without further notice any other rights and remedies available to the Buyer.

### **33 RESCISSION**

- 33.1 If this Contract is rescinded, it is rescinded from the beginning, and unless the Parties otherwise agree:
- (a) the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
  - (b) neither Party is liable to pay the other any amount for damages, costs or expenses.

### **34 DAMAGES FOR DELAY IN COMPLETION**

- 34.1 If Completion does not occur by the Date for Completion, due to the default of either Party, the Party who is at fault must pay the other Party as liquidated damages on Completion:
- (a) interest on the Price at the rate of 10% per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
  - (b) the amount of \$660.00 (including GST) to be applied towards any legal costs and disbursements incurred by the Party not at fault if Completion occurs later than 7 days after the Date for Completion.
- 34.2 The Party at fault must pay the amount specified in clause 34.1 in addition to any other damages to which the Party not at fault is entitled both at law and under this Contract.
- 34.3 The Parties agree that:
- (a) the amount of any damages payable under clause 34.1(a) to the Party not in default is a genuine and honest pre-estimate of loss to that Party for the delay in Completion; and
  - (b) the damages must be paid on Completion.

### **35 FOREIGN BUYER**

- 35.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the grant of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

35.2 This clause is an essential term.

### **36 GST**

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

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

### **37 INSOLVENCY**

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

37.2 If the Seller receives notice that the Buyer has suffered an Insolvency Event (either pursuant to clause 37.1 or by some other means), the Seller may terminate this Contract and clause 30 will apply.

### **38 POWER OF ATTORNEY**

38.1 Any Party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other Party with a true copy of the registered power of attorney.

### **39 NOTICES CLAIMS AND AUTHORITIES**

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

39.2 To serve a notice a Party must:

- (a) leave it at; or
- (b) send it by a method of post requiring acknowledgement of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract, or:

- (c) serve it on that Party's solicitor in any of the above ways; or
- (d) send it by facsimile to a party's solicitor, and unless it is not received a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent; or
- (e) send it by email to an email address of the party's solicitor (whether to the solicitor's firm generally or specifically to the practitioner specified on the Schedule) as notified from time to time.

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

39.4 If a notice is served in accordance with:

- (a) clause 39.2(a), the notice is taken to have been received on the day that it is delivered or, if not delivered before 5:00pm on a Working Day, on the next Working Day;
- (b) clause 39.2(b), the notice is taken to have been received on the day 2 Working Days after it was posted; or
- (c) clause 39.2(e), the notice is taken to have been received at the time that is the earlier of:

- (i) the time it was sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the sender receives an automated message that the email has not been delivered;
- (ii) receipt by the sender of an automated message confirming delivery; and
- (iii) the time of receipt as acknowledged by the recipient (either orally or in writing),

provided that if the notice would otherwise be taken to be received on a day that is not a Working Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Working Day.

#### **40 BUSHFIRE PROTECTION**

- 40.1 The Buyer acknowledges that the Land may be affected by legislation and regulations in connection with bushfire protection and that those requirements are subject to change.

#### **41 CAT CONTAINMENT**

- 41.1 The Buyer acknowledges that the Land will become part of an area which is declared to be a cat curfew area under the *Domestic Animals Act 2000* (ACT) and cats located within areas declared to be cat curfew areas must be confined to their keeper's or carer's premises at all times.

#### **42 GEOTECHNICAL INFORMATION**

- 42.1 The Seller will make available to the Buyer, prior to Completion, a site classification certificate with respect to the Land.
- 42.2 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 28 of this Contract in respect of any matter set out in the Site Classification Certificate.
- 42.3 The Seller warrants that any fill placed on the Land arising out of undertaking the Works will be compacted to "Level 1 Controlled Fill" in accordance with Australian Standard AS3798-2007.

#### **43 BLOCK DETAILS PLAN**

- 43.1 The Buyer acknowledges that the area of the Land specified in the Block Details Plan is subject to final survey and is subject to change and in the event of inconsistency with the area in the Deposited Plan, the Deposited Plan prevails.
- 43.2 Prior to the Date for Completion, the Seller will make a copy of the Deposited Plan for the Land available.

#### **44 SERVICE PROVIDERS**

- 44.1 The Seller is not a Utility Service provider and any works undertaken on the Land by the Seller do not include actual connections to services, substations or transformers that may be required for such connections.
- 44.2 The Buyer will be responsible for contacting all relevant service providers for Utility Services as soon as practicable to arrange servicing of the Land by those service

providers to avoid delays to their Development caused as a consequence of being unable to access water or power.

#### 45 RESIDENTIAL WITHHOLDING TAX

**Warning:** The following clauses 45.1 to 46.13 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 45.1 The Seller must provide the Buyer with the RW Amount Information no later than 28 days prior to the Date for Completion.
- 45.2 If the 'RW Amount required to be paid?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Land from the Seller to the Buyer.
- 45.3 The following clauses 46.5 to 46.14 inclusive only apply if the 'RW Amount required to be paid?' option on the Schedule is selected 'yes'.
- 45.4 Subject to any adjustments to the Price or non-monetary consideration that may arise after the date that the RW Amount Information is provided in accordance with clause 46.1 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14-255 of the Withholding Law in relation to the supply of the Land from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 45.5 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO at least 10 Working Days prior to the Date for Completion.
- 45.6 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.
- 45.7 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and give to the Seller on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 45.8 The Seller must forward the unendorsed bank cheque provided under clause 46.7 to the ATO within 5 Working Days following Completion and provide the Buyer with evidence of payment of the RW Amount to the ATO.
- 45.9 The Buyer and Seller must comply with all ATO requirements in relation to the Withholding Law and must also assist and co-operate with each other in order to ensure that those requirements are met. If necessary to give effect to this clause, the Buyer appoints the Seller as its agent for the purpose of completing any notification required to be given by the Buyer to the ATO.
- 45.10 The Seller may provide the Buyer with updated RW Amount Information at any time, and (if necessary) on more than one occasion, prior to Completion. If the Seller provides the Buyer with updated RW Amount Information in accordance with this clause, the Buyer must, within 3 Working Days of receipt of the RW Amount Information, provide the Seller with a copy of the 'GST property settlement withholding

notification online form<sup>1</sup> confirmation email (or emails, if applicable) issued to the Buyer by the ATO including the updated RW Amount Information.

- 45.11 The Seller indemnifies the Buyer against the amount of any penalties or interest charges imposed by the ATO on the Buyer (or the relevant recipient of the supply) arising from any failure by the Seller to forward the unendorsed bank cheque required by clause 46.7 to the ATO.

#### **Potential Residential Land**

- 45.12 If the 'Potential Residential Premises?' option on the Schedule is selected 'yes' and the Buyer (or the relevant recipient for GST purposes) is:

- (a) registered for GST purposes; and
- (b) acquiring the Land for a creditable purpose;

the Buyer must provide the Seller with a statement to that effect on the earlier of:

- (c) 10 Working Days before the Date for Completion; or
- (d) 20 Working Days after the Date of this Contract.

- 45.13 Where the Buyer has provided the statement referred to in clause 46.12 the Buyer indemnifies the Seller against the amount of any penalties or interest charges imposed by the ATO on the Seller (or the relevant entity making the supply of the Land).

#### **46 FOREIGN RESIDENT WITHHOLDING TAX**

- 46.1 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

- 46.2 If a Clearance Certificate for the Seller is attached to this Contract or provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

- 46.3 If neither of clauses 46.1 or 46.2 apply, then:

- (a) the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 46.3(b)(i), within 5 days of written request from the Buyer;

- (b) the Buyer must:

- (i) lodge a purchaser payment notification form with the ATO; and
- (ii) give evidence of compliance with clause 446.3(b)(i) to the

Seller,

no later than 5 days before the Date for Completion;

- (c) the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and

- (d) the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred

to in clause 47.3(c) in payment of the Withholding Amount following Completion.

- 46.4 If clause 47.3 applies and the parties do not comply with clause 46.3(d):
- (a) the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and
  - (b) the Buyer charges the Land (for the benefit of the Seller) with the Buyer's obligations under this clause 46.4.
- 46.5 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 46.6 Where a Clearance Certificate is provided by the Seller to the Buyer, the Seller warrants to the Buyer that the Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

#### **47 VERGE BOND**

- 47.1 On Completion the Buyer must pay to the Seller the Verge Bond as security for the Buyer's obligations under this clause 47.
- 47.2 The Buyer acknowledges that on Completion the Verge and the Verge Assets are in good condition and repair.
- 47.3 During construction on the Land, the Buyer must protect the Verge Assets and remediate and make good any damage to the Verge Assets to the satisfaction of the Seller which includes (but is not limited to) repairing Verge Assets and re-grassing or re-planting the Verge to the satisfaction of the Seller.
- 47.4 The Verge Bond will be repaid by the Seller to the Buyer if:
- (a) the Buyer receives a Certificate of Occupancy within 30 calendar months of Completion;
  - (b) the Buyer claims the Verge Bond within 180 days of receiving the Certificate of Occupancy, using the form approved by the Seller; and
  - (c) following the issue of the Certificate of Occupancy, evidence is provided (to the satisfaction of the Seller) that the Verge and Verge Assets are in good repair and condition and the Verge is clean and free from building materials, refuse and rubbish. Satisfactory evidence includes, but is not limited to, photographs of the Verge and Verge Assets.
- 47.5 If the Buyer does not satisfy the conditions for repayment of the Verge Bond within the timeframes in clause 47.4, the Verge Bond is not repayable to the Buyer and the Verge Bond is forfeited to the Seller without further notice to the Buyer.
- 47.6 If the Buyer sells the Land or otherwise transfers the Crown Lease prior to satisfying the conditions of clause 47.4, the Buyer may request the Seller to agree to hold the Verge Bond for the benefit of the transferee on the same terms as this clause 48, and the Buyer will no longer be entitled to be repaid the Verge Bond.

#### **48 ALPHABETICAL IDENTIFIER FOR THE LAND**

- 48.1 The Buyer acknowledges that the Alphabetical Identifier for the Land in the Schedule:
- (a) is a temporary identifier for the Land; and

- (b) describes the Land with the same Alphabetical Identifier in the Block Details Plan.
- 48.2 The Seller agrees to advise the Buyer of the Numerical Identifier for the Land within a reasonable time of the Seller being notified of the Numerical Identifier by the Planning and Land Authority.
- 48.3 The Buyer agrees that the reference to the Alphabetical Identifier in the Block Details Plan will be a reference to the Numerical Identifier once issued and that the reference to the Land in the Lease will be the Numerical Identifier.

## 49 DEFINITIONS

- 49.1 Definitions appear in the Schedule and as follows:

**ACT Revenue Office** means the ACT Revenue Office of the Chief Minister, Treasury and Economic Development Directorate;

**ActewAGL** means a joint venture company that owns, operates and maintains the electricity, gas, water and sewage services on behalf of Icon Water Limited (ACN 069 381 960) or its successors and permitted assigns;

**Affecting Interest** means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ or other interest;

**Alphabetical Identifier** means the alphabetical block and section identifier for the Land set out in the Schedule to this Contract.

**Application for Land Rent Lease** means an application for the grant of a Land Rent Lease available at <https://form.act.gov.au/smartforms/servlet/SmartForm.html?formCode=1274>;

**ATO** means the Australian Taxation Office, and includes the Commissioner for Taxation;

**Balance of the Price** means the Price less the Deposit;

**Bank Guarantee** means a bank guarantee issued by a bank operating in Australia in a form satisfactory to the Seller;

**Block Boundary** means the boundary of the Land as shown on the Block Details Plan and does not include the Verge;

**Block Details Plan** means the plan described as such in the Whitlam Housing Development Guidelines;

**Block Fill Plans** means the plans described as such in the Whitlam Housing Development Guidelines;

**Certificate of Compliance** has the meaning in the *Planning and Development Act 2007* (ACT).

**Certificate of Occupancy** means a "Certificate of Occupancy" as that term is defined in the *Building Act 2004* (ACT) for the dwelling on the Land;

**CGT Asset** has the meaning in the *Income Tax Assessment Act 1997* (Cth);

**CIT Information Session** means a course or information session that an applicant is required to attend under the *Land Rent Regulation 2008* prior to being granted a Land Rent Lease;

**Clearance Certificate** means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;

**Commissioner for Revenue** means the Commissioner for ACT Revenue appointed in accordance with section 73 of the *Taxation Administration Act 1999* (ACT);

**Completion** means the time at which this Contract is completed;

**Contract** means the Schedule, terms and conditions and any annexure, additional clauses and attachments forming part of this contract;

**Crown Lease** means a crown lease that will be granted in accordance with the Planning Act in a form similar to the Specimen Crown Lease;

**Default Notice** means a notice in accordance with clauses 29.5 and 29.6;

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

**Deposit Bond** means a deposit insurance bond issued to the Seller at the request of the Buyer in a form satisfactory to the Seller;

**Deposited Plan** means plan relating to the Land and registered under section 7 of the *Districts Act 2002* (ACT);

**Development** has the meaning in the Planning Act;

**Eligibility Criteria for Land Rent** means the criteria, as set by Act Revenue Office from time to time, that must be met in order to be eligible for the Land Rent Scheme;

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

**Estate** means the division where the Land is located, as specified in the Schedule;

**EvoEnergy** means the energy networks division of ActewAGL that looks after poles and wires and gas infrastructure;

**Financial Advice Certificate** is the certificate at Annexure C;

**GST** has the meaning ascribed to it under the GST Law and, where appropriate, includes voluntary and Notional GST. Expressions used in this Contract of Sale which are defined in the GST Law have the same meaning as given to them in the GST Law;

**GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

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

**Income** means the rents and profits derived from the Land;

**Insolvency Event** means the following:

- (a) where the Buyer is a natural person and:
  - (i) the Buyer authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors;
  - (ii) a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or

- (iii) the Buyer commits an act of bankruptcy; or
- (b) where the Buyer is a body corporate and:
  - (i) the Buyer becomes, or attempts are made for the Buyer to become an externally administered body corporate in accordance with the *Corporations Act 2001* (Cth); or
  - (ii) a controller (as defined by the *Corporations Act 2001* (Cth)) is appointed, or attempts are made to have a controller appointed for any of the Buyer's assets;

**Kerb Line** means the kerb line of the Land as shown on the Block Details Plan;

**Land** means the land described in the Schedule and to be the subject of the Lease;

**Land Charges** means rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Land;

**Land Development Agency** means the agency established under section 31 of the Planning Act, which ceased to exist on 30 June 2017;

**Land Release Privacy Policy** means the privacy policy provided by the Suburban Land Agency to the Buyer in accordance with the *Information Privacy Act 2014* (ACT) and which can be found at [www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au);

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

**Land Rent Affordable Housing 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 in a form similar to the Specimen Land Rent Affordable Housing Lease and that contains a restriction on transfer;

**Land Rent Lease Election** means an election by the Buyer on the Schedule of this Contract to be granted a Land Rent Affordable Housing Lease;

**Land Rent Lease Liquidated Damages** means the sum of two thousand dollars (\$2,000) being the Seller's genuine pre-estimate of the loss and damage suffered by the Seller if the Contract is been terminated under clause 30;

**Lease** means a Standard Affordable Housing Lease or a Land Rent Affordable Housing Lease as applicable to this Contract which may, where the Land is affected by an easement identified in the Whitlam Housing Development Guidelines, include an annexure or additional provisions detailing the terms of the easement;

**Margin Scheme** has the meaning in the GST Law;

**Notice to Complete** means a notice in accordance with clauses 29.1 and 29.2 requiring a Party to complete;

**Notional GST** means, where the supplier is the Commonwealth and an obligation exists to make voluntary or notional GST payments under section 177-1 of the GST Law, those voluntary or notional payments are made by or on behalf of the Commonwealth. For the avoidance of doubt Notional GST amounts will be calculated as if the GST Law applies to the relevant supplies;

**Operational Acceptance** means that the Works are complete to the satisfaction of the Australian Capital Territory, EvoEnergy and the Seller;

**Party** means a party to this Contract and **Parties** has the corresponding meaning;

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

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

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

**Relevant Percentage** means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

**Relevant Price** means the higher of:

- (a) the Price (including GST); and
- (b) the market value of the CGT Assets sold under this Contract, as at the Date of this Contract;

**RW Amount** means the amount which must be paid under section 14-250 of the Withholding Law;

**RW Amount Information** means the information set out in the table entitled "RW Amount (Residential Withholding Payment) — Further Details" set out in this Contract, and as provided or updated under this Contract;

**RW Percentage** means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Land from the Seller to the Buyer;

**Schedule** means the schedule to this Contract;

**Security Payment** means a payment of two thousand dollars (\$2,000) payable by the Buyer to secure its obligations under this Contract where they have made a Land Rent Lease Election;

**Site Classification Certificate** means a site classification certificate in respect of the Land;

**Specimen Crown Lease** means Specimen Standard Affordable Housing Lease and the Specimen Land Rent Affordable Housing Lease;

**Specimen Land Rent Affordable Housing Lease** means the specimen land rent lease annexed to this Contract at Annexure B that includes a restriction on transfer;

**Specimen Standard Affordable Housing Lease** means the specimen standard affordable housing lease annexed to this Contract at Annexure B that includes a restriction on transfer;

**Standard Affordable Housing Lease** means a Crown lease that is not subject to the provisions of the Land Rent Act that will be granted in accordance with the Planning Act in a form similar to the Specimen Standard Affordable Housing Lease and that contains a restriction on transfer;

**Standard Lease Election** means an election by the Buyer on the Schedule of this Contract or in accordance with this Contract to be granted a Standard Affordable Housing Lease;

**Statutory Declaration** means the Statutory Declaration at Annexure D;

**Suburban Land Agency** means the agency established under section 37 of the *City Renewal Authority and Suburban Land Agency Act 2017* (ACT);

**Substance** means any substance or thing which is or may be an emission to the environment or harmful to the environment or the health or safety of any person or

may cause damage to property and includes:

- (a) asbestos;
- (b) polychlorinated biphenyls;
- (c) heavy metals;
- (d) chemicals;
- (e) contaminants; and
- (f) any other matter whether solid, liquid or gaseous form, or whether naturally occurring or man-made;

**Supply** has the meaning in the GST Law;

**TCCS** means Transport Canberra and City Services or its successors;

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

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

**Variation Certificate** means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;

**Verge** means the verge in front of the Land and includes the area between the Block Boundary and the Kerb Line, commonly known as the nature strip;

**Verge Assets** means all concrete footpaths, driveways, kerbs, gutters, light poles, mini pillars, street trees and grassing located on the Verge at Completion, or as varied by the Buyer with the written consent of TCCS;

**Verge Bond** means \$1,000 (GST inclusive);

**Whitlam Housing Development Guidelines** means the Whitlam Housing Development Guidelines at Annexure A or as amended from time to time;

**Withholding Amount** means, subject to clause 41.5, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract;

**Withholding Law** means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions;

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

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

## 50 INTERPRETATION

### 50.1 In this Contract:

- (a) a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or

permitted assigns of any of them, if a corporation;

- (b) the singular includes the plural, and the plural includes the singular;
  - (c) a reference to a person includes a body corporate;
  - (d) a term not otherwise defined has the meaning in the Legislation Act 2001 (ACT); and
  - (e) a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.
- 50.2 Headings are inserted for convenience only and are not part of this Contract.
- 50.3 If the time for something to be done or to happen is not a Working Day, the time is extended to the next Working Day, except in the case of clause 2.1.
- 50.4 If there is more than one Buyer or more than one Seller the obligations which they undertake bind them jointly and individually.



**ANNEXURE A – WHITLAM HOUSING DEVELOPMENT GUIDELINES**

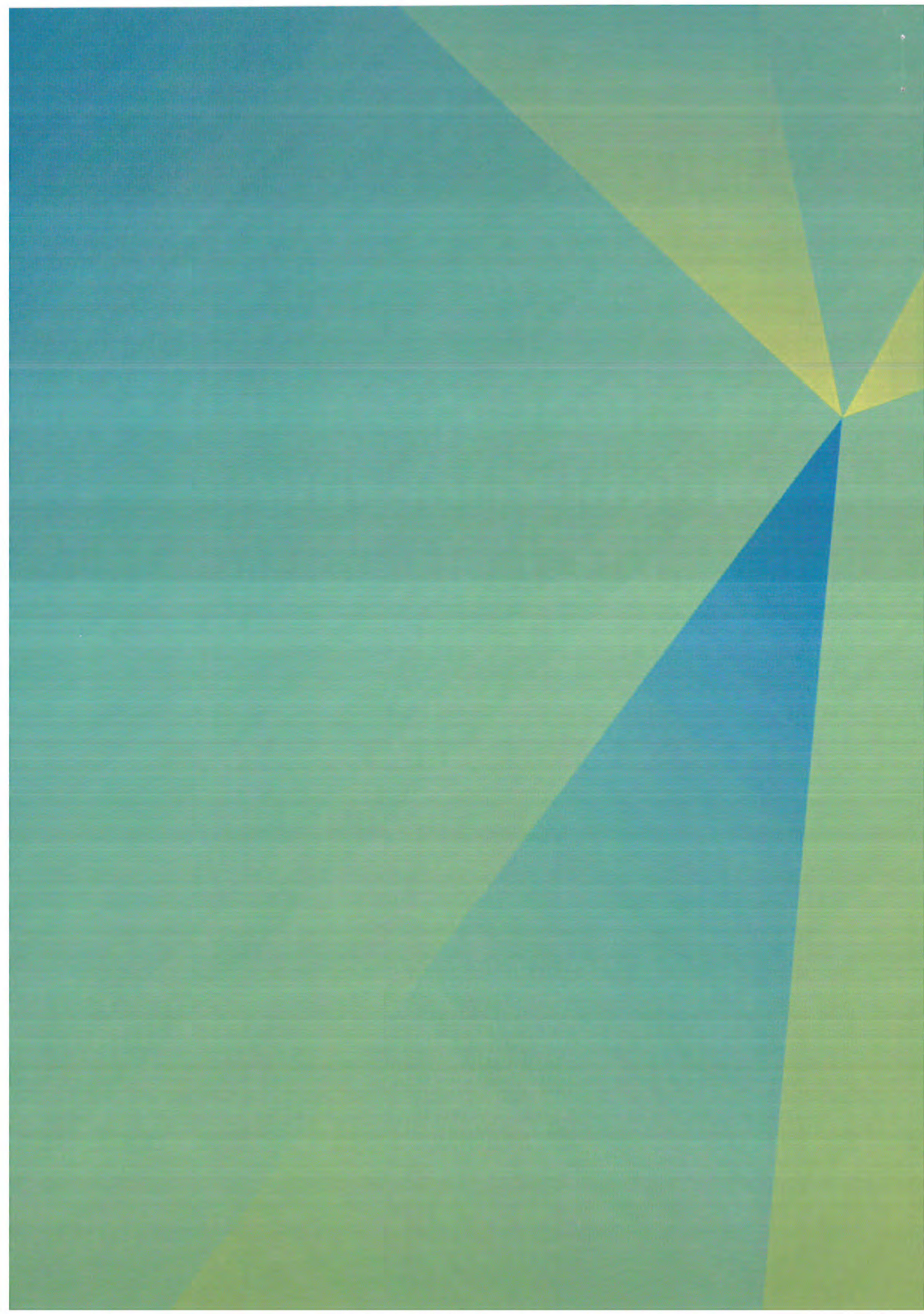


**ACT**  
Government

**Suburban Land**  
Agency

# **Whitlam Stages 1 and 2 Affordable Housing Residential Estate Housing Development Guide**

**June 2020**





# Housing Development Guide Whitlam - Stages 1 and 2

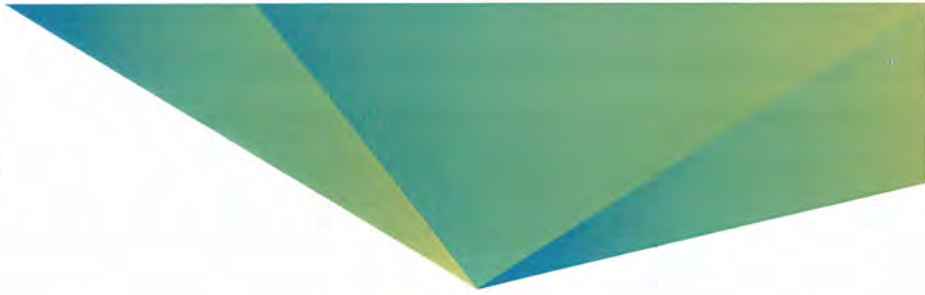
## Contents

Contents.....	1
Version Control.....	2
Accessibility .....	3
Disclaimer.....	3
Specific Requirements.....	4
1. Variations.....	4
2. Additional Requirements.....	4
2.1. Verge Bond.....	4
2.2. Home Energy Package Rebate.....	5
2.3. Acoustic Protection.....	6
2.4. Mandatory 2 Storey Built Form.....	6
2.5. Mandatory Courtyard Wall.....	6
2.6. Mandatory Transparent Fence .....	7
2.7. Blocks over 500m <sup>2</sup> – Side Setbacks.....	7
2.8. Cut and Fill .....	7
2.9. Mandatory Habitable Room Above Garage (Rule 62 Estate Development Code) .....	8
2.10. Mandatory Zero Setback (Rule 15 Single Dwelling Housing Development Code - SDHDC)...	8
Annexure A. Estate Plan.....	9
Annexure B. Block Details Table.....	10
Annexure C. Block Details Plans.....	12
Annexure D. Block Fill Plans.....	10



**ACT**  
Government

**Suburban Land**  
Agency



## Version Control

This section of the Specific Requirements shows the different versions that have been issued. On each page of the document there is also a page number, issue date and a version number. You should make sure you are using the most recent version.

Version	Date	Amendment Details
1.0	June 2020	



**ACT**  
Government

**Suburban Land**  
Agency

## Accessibility

The ACT Government is committed to making its information, services, events and venues as accessible as possible.

If you have difficulty reading a standard printed document and would like to receive this publication in an alternative format, such as large print, please phone Access Canberra on 13 22 81 or email the Suburban Land Agency at [suburbanland@act.gov.au](mailto:suburbanland@act.gov.au).

If English is not your first language and you require a translating and interpreting service, please phone 13 14 50.

If you are deaf, or have a speech or hearing impairment, and need the teletypewriter service, please phone 13 36 77 and ask for Access Canberra on 13 22 81.

For speak and listen users, please phone 1300 555 727 and ask for Access Canberra on 13 22 81.

For more information on these services visit [www.relayservice.com.au](http://www.relayservice.com.au).

## Disclaimer

The Suburban Land Agency makes no warranty regarding the accuracy or completeness of the information in this material and recommends obtaining independent legal, financial and accounting advice before considering purchasing land or making an offer to purchase land. The plans, examples and information contained herein are for illustrative purposes only and should not, without further inquiry, be relied upon as to their ultimate accuracy, to the extent permitted by law, the Suburban Land Agency will not be responsible for any loss or damage that may be incurred as a result of your reliance upon these materials.



## Specific Requirements

### 1. Variations

The Suburban Land Agency reserves the right to vary this document from time to time. Variations will be issued via an addendum to affected buyers who have entered into a First Grant Contract for a Block.

### 2. Additional Requirements

Outlined below are additional requirements that apply to Whitlam – Stages 1 and 2.

#### 2.1. *Verge Bond*

The ACT Government, Suburban Land Agency has installed and established as part of the estate works in your new community, new street trees and grassing to the verge areas. The trees and grass provide a green streetscape and contribute to shading your new home from summer sun, as well as contributing to the creation of habitat for native fauna in the area.

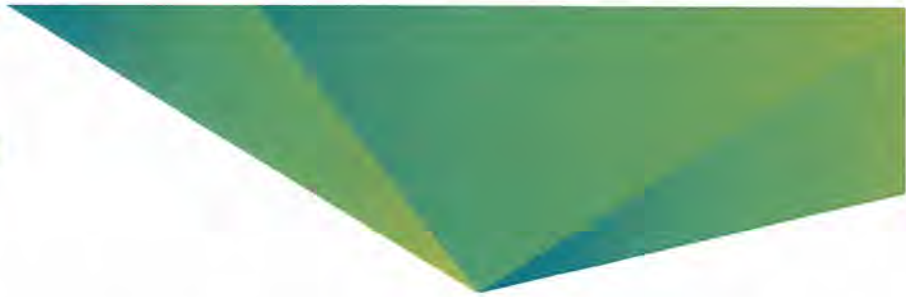
The street trees are looked after by the ACT Government's land custodian, Transport Canberra and City Services, whilst the verge grassing is the responsibility of the lease holder of the block behind the verge.

As part of the construction of your new home, you are required to protect the verge assets during construction and make good any damage upon completion of your landscapeworks. The verge includes the area forward of your property boundary line to the kerb and gutter and can include ACT Government assets such as concrete footpaths, driveways, kerb and gutters, light poles, mini pillars, street trees and grassing.

This can include but is not limited to re-grassing the verge if areas fail due to construction related activities. If there is other damage, from construction related activities, such as damage to the new street tree, or concrete footpath you are required to notify the Suburban Land Agency, so an assessment can be made as to the best way to repair these assets. If there is damage to ACT Government assets, please contact the Suburban Land Agency Place Management team at [SLAPlacemanagement@act.gov.au](mailto:SLAPlacemanagement@act.gov.au).

To ensure the verges are returned to their original state post construction, a \$1000 bond will be required at the time of settlement. Within six months of receiving your certificate of occupancy and no later than 30 months after settlement of your block, and once the verge is returned back to its original and established condition, the bond paid at time of settlement (and as detailed in your sales contract), can be reimbursed to you.

If you would like to change the verge surface treatment from grass to something else, such as a garden, please contact Transport Canberra and City Services on 13 22 81.



To claim your bond following the completion of your house, you will need to send an email to [suburbanland@act.gov.au](mailto:suburbanland@act.gov.au) with the following information:

- Certificate of occupancy
- Photos of the verge showing its current condition
- If relevant, written agreement from Transport Canberra and City Services to a change in the verge treatment

When assessing a claim for bond return, the Suburban Land Agency may conduct an inspection of the verge to verify that it has been returned to its original condition.

If the Suburban Land Agency is not satisfied that the verge is in an acceptable condition, at its sole discretion it may choose to not return the bond.

If you require the use of the verge during construction, please contact Access Canberra on 13 22 81.

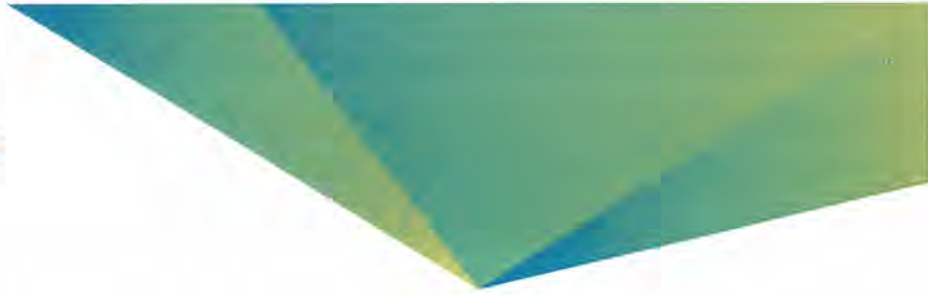
### 2.2. Home Energy Package Rebate

The Home Energy Package Rebate supports developers in designing an energy efficient home that will increase health and comfort and lower buyers running costs throughout the life of their home. The Grantee of an Eligible Block will be entitled to receive a Rebate amount of \$8,000 per dwelling (GST Inclusive), where all the Eligibility Requirements have been fulfilled.

The following requirements apply for the Rebate:

Requirement	Main Dwelling	Surveillance Dwelling
All electric home	No dwelling constructed shall be connected to the gas network	
Roof Colour	All roof types including but not limited to Colorbond®, concrete roof tiles and any tiled concrete surfaces shall have a solar absorptance < 0.5	
PV array	Minimum total rated output of 3 kW	Not required
Monitoring system	Energy monitoring and/or management system installed*	
Water Heater	Electric heat pump or electric boost solar hot water system with a minimum of <b>28</b> Small Technology Certificates (STC's)	<b>Separate</b> electric heat pump or electric boost solar hot water system with a minimum of <b>21</b> Small Technology Certificates (STC's)
Cooking	Electric oven and cooktop	Electric oven and cooktop <b>or</b> a convection microwave oven
Heating and cooling	Electric heating <b>and</b> cooling systems must be installed with a preference for high efficiency split systems.	
EV charging	Dedicated power point in the garage or carport	

For more information please refer to “Home Energy Rebate Program Eligibility Guidelines”.



### ***Claiming the Rebate***

The Rebate amount can only be claimed by the Grantee. The SLA will not pay the Rebate to a First Transferee where an on sale of a Dwelling occurs.

To claim the Rebate the Grantee must provide comply with all the conditions of the Contract including the provision of all documentary evidence required.

### ***2.3 Solid Fuel Heating Systems***

All residents within Whitlam are required to comply with the Solid Fuel Heating restriction in the Memorandum of Provisions incorporated into the Crown Lease. Buyers are not to install or use a solid fuel heating system on the premises without the prior written approval of EPSDD.

### ***2.4. Acoustic Protection***

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.

In addition, Section 3 and Section 26 (Terrace Sites) are required to include articulation in the design through a combination of variations in facade depth, solid mass and glazing, building materials and color.

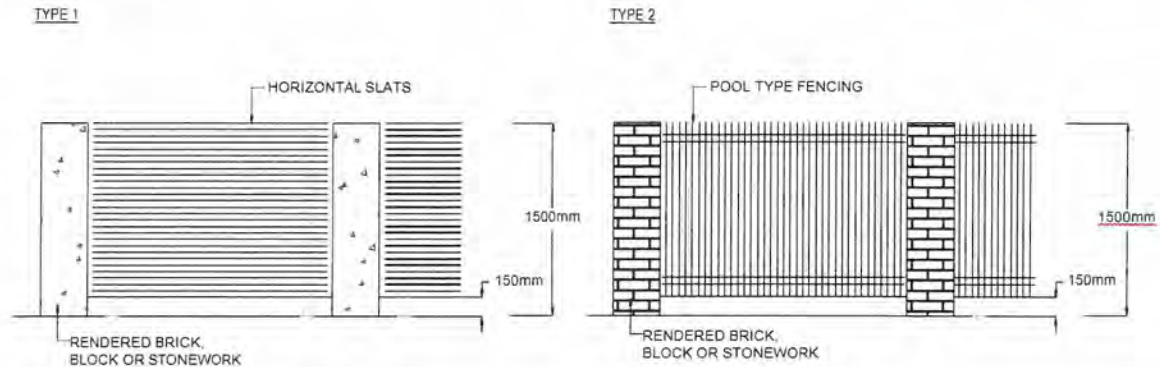
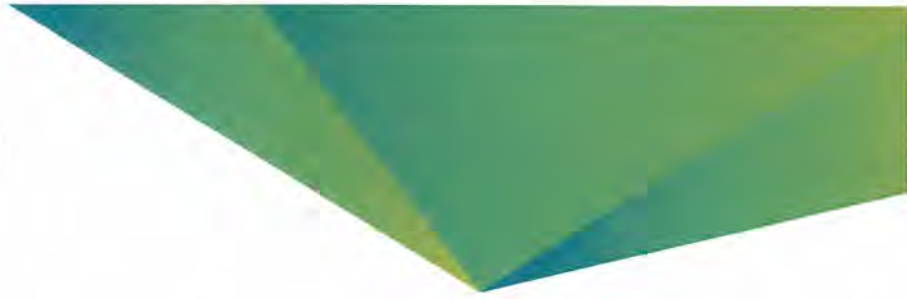
### ***2.5. Mandatory 2 Storey Built Form***

Various blocks located at significant entry points along Sculthorpe Avenue blocks require a mandatory 2 storey build. This aims to create focal entry points along the main road and a more varied streetscape.

### ***2.6. Mandatory Courtyard Wall***

A number of blocks require a courtyard wall to be built along one edge. This is generally where a block faces Sculthorpe Avenue, or is adjoining an open space pedestrian link. The specific blocs are identified on the Block Details Plan and can be identified by a blue line.

The courtyard wall is to be 1.5m high and constructed of rendered brick or stonework in combination with feature panels. Acceptable examples are shown below. Where a wall is required along the front boundary, the wall is required to be setback 600mm from the front boundary to enable landscaping to be planted in front of the wall. (Refer to drawing Planning Control Plan 1, Detail-1, Type 1 & Type 2). Where a boundary wall is required on a side boundary, the courtyard wall should terminate 5m from the primary frontage



DETAIL 1 - APPLIES TO ROAD 01, ROAD 39 AND OPEN SPACES

### 2.7. **Mandatory Transparent Fence**

A number of blocks require a transparent or semitransparent fence with a gate to be built along one edge. Depending on the location and block, certain blocks will need to install a maximum 1.5m height fence, other blocks will only require a 3m building setback for the transparent fence. The fence is to be visually softened with planting grown as a hedge along the boundary. This planting is required to be located wholly within the property boundary when grown. This provides better visual amenity from the street frontage.

### 2.8. **Blocks over 500m<sup>2</sup> – Side Setbacks**

Blocks over 500m<sup>2</sup> are to have buildings setback a minimum 3m from the side property boundary and garages are to be a minimum of 1.5m off the side boundary nominated. There is to be no zero-side setback or no building right along the boundary. This means that Rule 14 within the Single Dwelling Housing Development Code (allowing zero setback or to build on the boundary), does not apply. This further provides better visual amenity from the street frontage and between blocks.

### 2.9. **Cut and Fill**

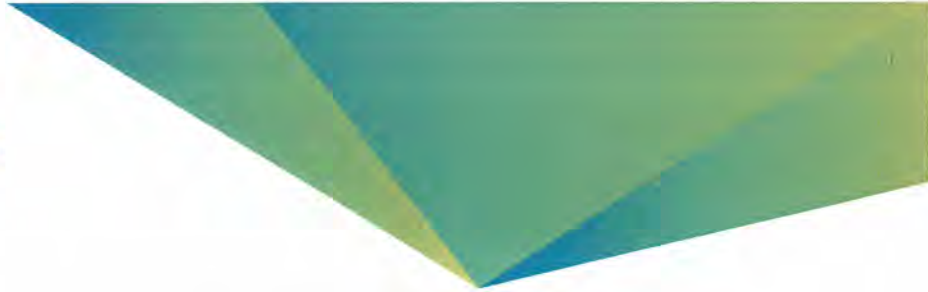
Cut and fill requirements are required to minimize the effect of topography on the built form. This allows for better use of the sites and better outcomes of built homes.

Retaining walls along street frontages and adjacent to public open spaces are to be a maximum 1m height from the footpath level. We encourage the construction of buildings to incorporate any changes in levels within the design of the building. This will ensure the building will sit within the natural topography of the block. It will also ensure dwellings do not cut or fill more than the maximum 1.5m allowed within the ACT Territory Plan requirements. Any changes in the levels are to be softened through terraced landscaped areas of maximum 1m in height. This could be through terraced retaining walls with planting or grassing.



**ACT**  
Government

**Suburban Land**  
Agency



**2.10. Mandatory Habitable Room Above Garage** (Rule 62 Estate Development Code)

Certain residential blocks with frontages to rear lanes are required to incorporate habitable rooms above garages. A habitable room means a room used for normal domestic activities i.e. bedroom, living room, study etc. This aims to provide better passive surveillance of rear lanes. For more information, see Rule 62 of the Estate Development Code within the Territory Plan.

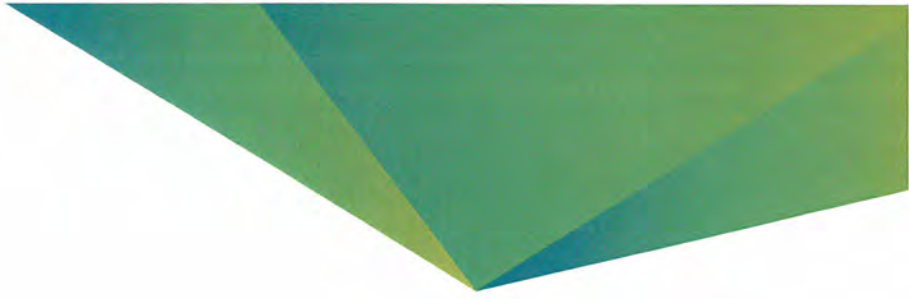
**2.11. Mandatory Zero Setback** (Rule 15 Single Dwelling Housing Development Code - SDHDC)

Certain mid-sized blocks as part of a terrace arrangement are nominated with a mandatory zero setback. Blocks nominated with a blue triangle in the terrace arrangement allows zero side setbacks on the length of the boundary that is indicated by the blue triangle. The purpose of control is to allow those end grains to be able to build as far as the other terrace blocks and for a uniform look in the development. This would otherwise not be allowed according to Rule 15 of the SDHDC.



**ACT**  
Government

**Suburban Land**  
Agency



## Annexure A - Estate Plan

Below is the Estate Plan for Whitlam

Whitlam Housing Development Guide – Stages 1 and 2

Suburban Land Agency – 470 Northbourne Avenue, Dickson ACT 2602  
GPO BOX 158, Canberra ACT 2016 | P: 02 6205 0600 | E: [suburbanland@act.gov.au](mailto:suburbanland@act.gov.au)



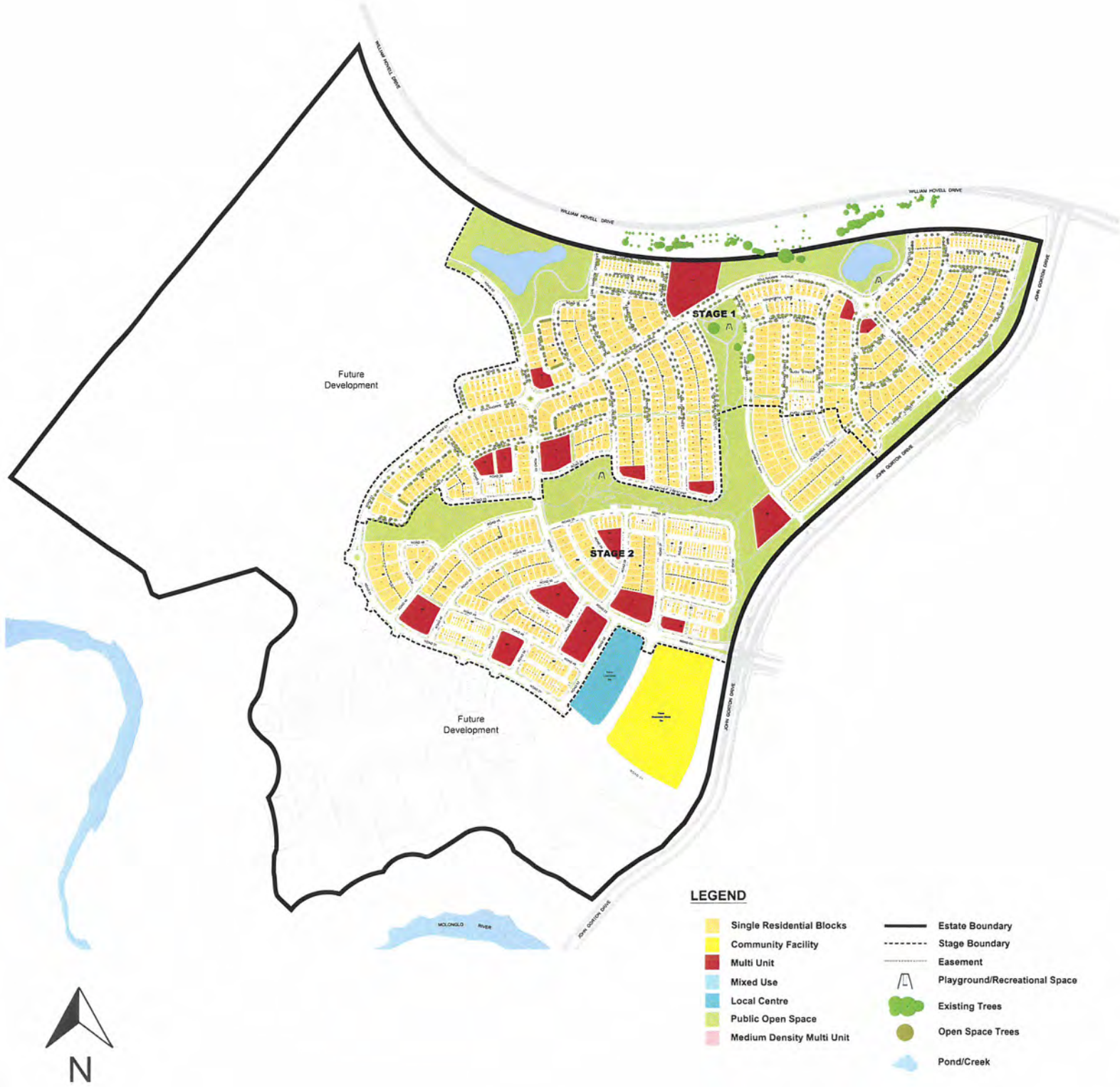
**ACT**  
Government

**Suburban Land**  
Agency

THIS PAGE IS INTENTIONALLY LEFT BLANK

# Whitlam

## ESTATE MAP



### LEGEND

- Single Residential Blocks
- Community Facility
- Multi Unit
- Mixed Use
- Local Centre
- Public Open Space
- Medium Density Multi Unit
- Estate Boundary
- Stage Boundary
- Easement
- Playground/Recreational Space
- Existing Trees
- Open Space Trees
- Pond/Creek



**ACT**  
Government

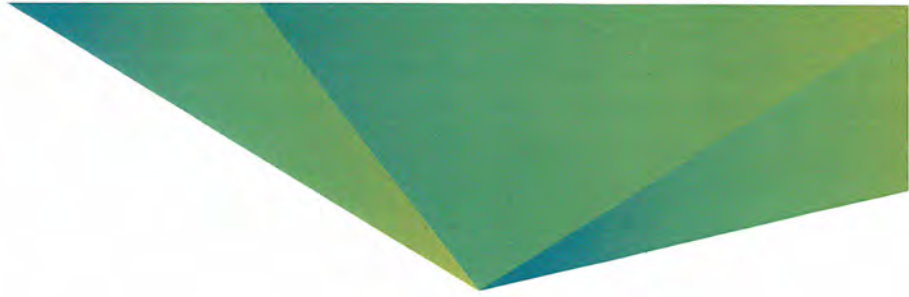
**Suburban Land**  
Agency

THIS PAGE IS INTENTIONALLY LEFT BLANK



**ACT**  
Government

**Suburban Land**  
Agency



## Annexure B - Block Details Table

Below is the Block Details Table for Whitlam Stage 1- Sections 4,5,6,13,14 & 15.



**ACT**  
Government

**Suburban Land**  
Agency

THIS PAGE IS INTENTIONALLY LEFT BLANK

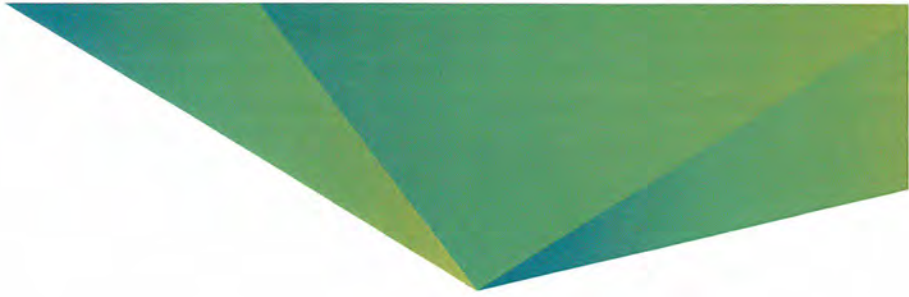
Section	Block	Area (m2)	Maximum dwellings	Block Typology	Compact Block	Mid-Sized Block	Large Block	Blocks with mid-sized block provision between 500m2 and 550m2	Corner Block	Surveillance Block	Mandatory Zero Side Setback	Limited Development Potential Block	Bushfire Prone Area Requirements Apply	Noise Protection Requirements Apply / min 6m facade or building height	Requires Fencing to Public Areas	Services Easement	Requires Access for Utility Providers	Trees on Block	Block Detail Plan Number	Block Fill Plan Number	
2	1	279	1	Mid-size		✓			✓	✓	✓	✓	N/A	✓					4	2	
	2	246	1	Compact	✓								N/A	✓					4	2	
	3	246	1	Compact	✓								N/A	✓					4	2	
	4	241	1	Compact	✓								N/A	✓					4	2	
	5	241	1	Compact	✓								N/A	✓					4	2	
	6	248	1	Compact	✓									N/A	✓					4	2
	7	241	1	Compact	✓									N/A	✓					4	2
	8	291	1	Mid-size		✓					✓	✓		N/A	✓					4	2
	9	290	1	Mid-size		✓						✓		N/A	✓					4	2
	10	243	1	Compact	✓									N/A	✓					4	2
	11	241	1	Compact	✓									N/A	✓					4	2
	12	241	1	Compact	✓									N/A	✓					4	2
	13	248	1	Compact	✓									N/A	✓					4	2
	14	241	1	Compact	✓									N/A	✓					4	2
	15	248	1	Compact	✓									N/A	✓					4	2
	16	294	1	Mid-size		✓				✓	✓	✓	✓	N/A	✓					4	2
3	1	270	1	Mid-size		✓			✓		✓	✓	N/A						4	2	
	2	244	1	Compact	✓								N/A						4	2	
	3	244	1	Compact	✓								N/A						4	2	
	4	244	1	Compact	✓								N/A						4	2	
	5	243	1	Compact	✓								N/A						4	2	
	6	244	1	Compact	✓									N/A					4	2	
	7	270	1	Mid-size		✓					✓			N/A		✓			4	2	
12	1	297	1	Mid-size		✓			✓		✓		N/A		✓				6	1	
	2	175	1	Compact	✓								N/A		✓				6	1	
	3	175	1	Compact	✓								N/A		✓				6	1	
	4	175	1	Compact	✓								N/A		✓				6	1	
	5	227	1	Compact	✓						✓		N/A		✓				6	1	
	6	227	1	Compact	✓						✓		N/A		✓				6	1	
	7	175	1	Compact	✓								N/A		✓				6	1	
	8	175	1	Compact	✓								N/A		✓				6	1	
	9	175	1	Compact	✓								N/A		✓				6	1	
	10	297	1	Mid-size		✓			✓		✓		N/A		✓				6	1	
	11	310	1	Mid-size		✓			✓		✓		N/A		✓				6	1	
	12	182	1	Compact	✓								N/A		✓				6	1	
	13	185	1	Compact	✓									N/A		✓			6	1	
	14	188	1	Compact	✓									N/A		✓			6	1	
	15	249	1	Compact	✓							✓		N/A		✓			6	1	
	16	246	1	Compact	✓							✓		N/A		✓			6	1	
	17	207	1	Compact	✓									N/A		✓			6	1	
	18	202	1	Compact	✓									N/A		✓			6	1	
	19	205	1	Compact	✓									N/A		✓			6	1	
	20	350	1	Mid-size		✓				✓	✓	✓		N/A		✓			6	1	
27	1	242	1	Compact	✓				✓	✓	✓		N/A	✓					10	3	
	2	222	1	Compact	✓								N/A	✓					10	3	
	3	222	1	Compact	✓								N/A	✓					10	3	
	4	222	1	Compact	✓								N/A	✓					10	3	
	5	222	1	Compact	✓								N/A	✓					10	3	
	6	222	1	Compact	✓								N/A	✓					10	3	
	7	263	1	Mid-size		✓					✓		N/A	✓					10	3	
	8	263	1	Mid-size		✓					✓		N/A	✓					10	3	
	9	225	1	Compact	✓								N/A	✓					10	3	
	10	222	1	Compact	✓								N/A	✓					10	3	
	11	222	1	Compact	✓								N/A	✓					10	3	
	12	222	1	Compact	✓								N/A	✓					10	3	
	13	222	1	Compact	✓								N/A	✓					10	3	
	14	222	1	Compact	✓								N/A	✓					10	3	
	15	242	1	Compact	✓					✓	✓	✓		N/A	✓				10	3	
26	1	242	1	Compact	✓				✓		✓		N/A	✓					10	3	
	2	222	1	Compact	✓								N/A						10	3	
	3	222	1	Compact	✓								N/A						10	3	
	4	222	1	Compact	✓								N/A						10	3	
	5	222	1	Compact	✓								N/A						10	3	
	6	222	1	Compact	✓								N/A						10	3	
	7	263	1	Mid-size		✓					✓		N/A		✓				10	3	
	8	263	1	Mid-size		✓					✓		N/A		✓				10	3	
	9	222	1	Compact	✓								N/A						10	3	
	10	222	1	Compact	✓								N/A						10	3	
	11	222	1	Compact	✓								N/A						10	3	
	12	222	1	Compact	✓								N/A						10	3	
	13	222	1	Compact	✓								N/A						10	3	
	14	242	1	Compact	✓					✓	✓	✓		N/A					10	3	
31	1	264	1	Mid-size		✓			✓	✓	✓		N/A						12	4	
	2	175	1	Compact	✓								N/A						12	4	
	3	175	1	Compact	✓								N/A						12	4	
	4	175	1	Compact	✓								N/A						12	4	
	5	175	1	Compact	✓								N/A						12	4	
	6	280	1	Mid-size		✓					✓		N/A		✓				12	4	
	7	280	1	Mid-size		✓					✓		N/A		✓				12	4	
	8	175	1	Compact	✓								N/A						12	4	
	9	175	1	Compact	✓								N/A						12	4	
	10	175	1	Compact	✓								N/A						12	4	
	11	317	1	Mid-size		✓				✓	✓	✓		N/A					12	4	
BU	a	367	1	Mid-size		✓			✓	✓	✓		N/A						7	2	
	b	179	1	Compact	✓								N/A						7	2	
	c	179	1	Compact	✓								N/A						7	2	
	d	179	1	Compact	✓								N/A						7	2	
	e	179	1	Compact	✓								N/A						7	2	
	f	179	1	Compact	✓								N/A						7	2	
	g	299	1	Mid-size		✓					✓	✓		N/A					7	2	
	h	299	1	Mid-size		✓					✓	✓		N/A					7	2	
	i	179	1	Compact	✓									N/A					7	2	
	j	179	1	Compact	✓									N/A					7	2	
	k	179	1	Compact	✓									N/A					7	2	





**ACT**  
Government

**Suburban Land**  
Agency



## **Annexure C - Block Details Plans**

Below are the Block Details Plans for Whitlam Stage 1 - Sections 4,5,6,13,14 & 15.



**ACT**  
Government

**Suburban Land**  
Agency

THIS PAGE IS INTENTIONALLY LEFT BLANK

**LEGEND**

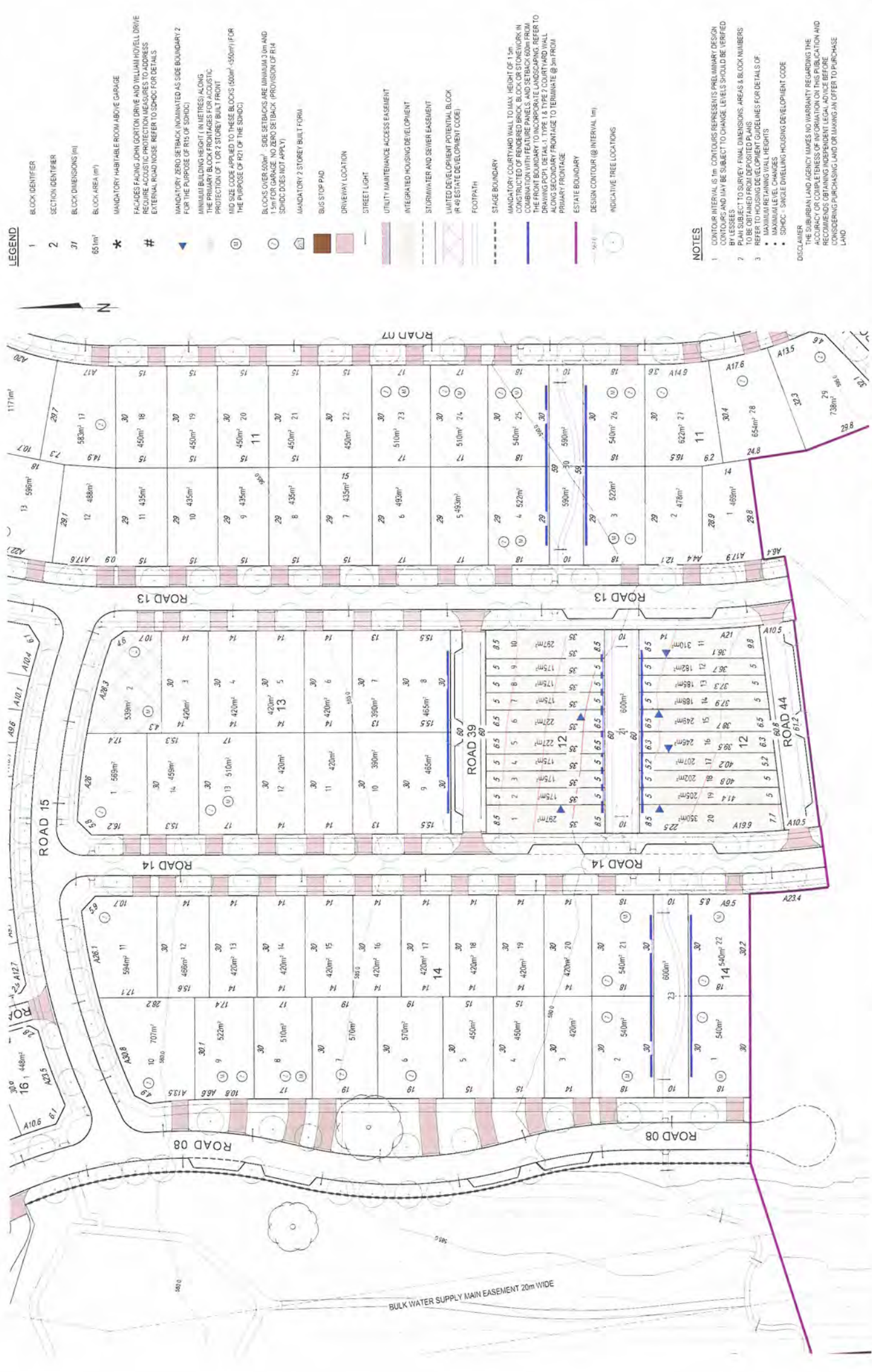
- 1 BLOCK IDENTIFIER
- 2 SECTION IDENTIFIER
- 3T BLOCK DIMENSIONS (m)
- 651m<sup>2</sup> BLOCK AREA (m<sup>2</sup>)
- \* MANDATORY HABITABLE ROOM ABOVE GARAGE
- # FACADES FACING JOHN GORTON DRIVE AND WILLIAM HOWELL DRIVE REQUIRE ACOUSTIC PROTECTION MEASURES TO ADDRESS EXTERNAL ROAD NOISE. REFER TO SDMC FOR DETAILS
- ▲ MANDATORY ZERO SETBACK (INDICATED AS SIDE BOUNDARY Z FOR THE PURPOSE OF R14 OF SDHC)
- 6.0 Minimum Building Height (in metres) along the primary block frontages for acoustic protection of 1.5m storey built front
- 6.5 Mid size code applied to these blocks (50m<sup>2</sup> - <55m<sup>2</sup>) for the purpose of R21 of the SDHC
- 7 Blocks over 50m<sup>2</sup> - side setbacks are minimum 1.5m and 1.5m for garage. No zero set back (provision of R14 SDHC does not apply)
- 8 MANDATORY 2 STOREY BUILT FORM
- 9 BUS STOP PAD
- 10 DRIVEWAY LOCATION
- 11 STREET LIGHT
- 12 UTILITY MAINTENANCE ACCESS EASEMENT
- 13 INTEGRATED HOUSING DEVELOPMENT
- 14 STORMWATER AND SEWER BASEMENT
- 15 LIMITED DEVELOPMENT POTENTIAL BLOCK (R14B ESTATE DEVELOPMENT CODE)
- 16 FOOTPATH
- 17 STAGE BOUNDARY
- 18 MANDATORY COURTYARD WALL TO MAX HEIGHT OF 1.5m TO BE CONSTRUCTED WITH REINFORCED CONCRETE FROM THE FRONT BOUNDARY TO INCORPORATE LANDSCAPING REFER TO DRAWING PCD1 TYPE 1 & TYPE 2 COURTYARD WALL ALONG SECONDARY FRONTAGE TO TERMINATE @ 5m FROM PRIMARY FRONTAGE
- 19 ESTATE BOUNDARY
- 20 DESIGN CONTOUR @ INTERVAL 1m
- 21 INDICATIVE TREE LOCATIONS



**NOTES**

- 1 CONTOUR INTERVAL IS 1m. CONTOURS REPRESENTS PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE. LEVELS SHOULD BE VERIFIED BY LESSEES
  - 2 PLAN SUBJECT TO SURVEY. FINAL DIMENSIONS, AREAS & BLOCK NUMBERS TO BE PROVIDED IN THE DEVELOPMENT APPROVAL DOCUMENTS.
  - 3 REFER TO HOUSING DEVELOPMENT GUIDELINES FOR DETAILS OF:
    - MAXIMUM LEVEL CHANGES
    - MAXIMUM RETAINING WALL HEIGHTS
    - SDHC - SINGLE DWELLING HOUSING DEVELOPMENT CODE
- DISCLAIMER  
THE SUBURBAN LAND AGENCY MAKES NO WARRANTY REGARDING THE ACCURACY OF THE INFORMATION PROVIDED IN THIS PLAN. YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE BEFORE PURCHASING LAND OR MAKING AN OFFER TO PURCHASE LAND.

<p>DATE: _____</p>	<p>SCALE: 1:500 (A4) SCALE: 1:1000 (A3)</p>	<p>DATE: _____</p>	<p>DATE: _____</p>	<p>DATE: _____</p>	<p>DATE: _____</p>
<p><b>DETAIL DESIGN</b></p>		<p><b>WHITLAM ESTATE STAGE 1</b></p>		<p><b>BLOCK DETAILS PLAN</b></p>	
<p>APPROVED BY: _____</p>		<p>DATE: _____</p>		<p>DATE: _____</p>	
<p>BY: _____</p>		<p>DATE: _____</p>		<p>DATE: _____</p>	
<p>SCALE: 1:500 (A4) SCALE: 1:1000 (A3)</p>		<p>SCALE: 1:500 (A4) SCALE: 1:1000 (A3)</p>		<p>SCALE: 1:500 (A4) SCALE: 1:1000 (A3)</p>	
<p>ACT Government</p>		<p>Suburban Land Agency</p>		<p>calibre c: calibregroup.com</p>	
<p>SPACELAB CREATING SMARTER PLACES</p>		<p>WHITLAM ESTATE STAGE 1</p>		<p>BLOCK DETAILS PLAN</p>	
<p>16-003589</p>		<p>2000</p>		<p>SHEET 1 OF 13</p>	



PROJECT NO: 16-003589	DATE: 2004	PROJECT TITLE: WHITLAM ESTATE STAGE 1	SHEET NO: SHEETS OF 13
PREPARED BY: [Signature]	CHECKED BY: [Signature]	DESIGNED BY: [Signature]	APPROVED BY: [Signature]
 calibre a calbregroup.com		 SPACELAB CLEARING THE WAY FOR LAND	
 Suburban Land Agency		 ACT	
DETAIL DESIGN		BLOCK DETAILS PLAN	





**LEGEND**

- 1 BLOCK IDENTIFIER
- 2 SECTION IDENTIFIER
- 3/ BLOCK DIMENSIONS (M)
- 65 m<sup>2</sup> BLOCK AREA (M<sup>2</sup>)
- \* MANDATORY HABITABLE ROOM ABOVE GARAGE
- # FACINGS FACING LINA GORTON DRIVE AND WILLIAM HOWELL DRIVE REQUIRE ACoustic PROTECTION MEASURES TO ADDRESS EXTERNAL ROAD NOISE. REFER TO SDHCC FOR DETAILS
- ▲ MANDATORY ZERO SETBACK (NOMINATED AS SIDE BOUNDARY 2 FOR THE PURPOSE OF R14 OR SDHCC)
- MINIMUM BUILDING HEIGHT (IN METRES) ALONG THE PRIMARY BLOCK FRONTS FOR ACoustic PROTECTION OF 1 OR 2 STOREY BUILT FRONT
- MIN SIZE CODE APPLIED TO THESE BLOCKS (500m<sup>2</sup> / <500m<sup>2</sup>) (FOR THE PURPOSE OF R17 OF THE SDHCC)
- BLOCKS OVER 500m<sup>2</sup>. SIDE SETBACKS ARE MINIMUM 3.0m AND 1.5m FOR GARAGE. NO ZERO SETBACK (PROVISION OF R14 SDHCC DOES NOT APPLY)
- ▲ MANDATORY 2 STOREY BUILT FORM
- BUS STOP PAD
- DRIVEWAY LOCATION
- STREET LIGHT
- UTILITY MAINTENANCE ACCESS EASEMENT
- INTEGRATED HOUSING DEVELOPMENT
- STORMWATER AND SEWER EASEMENT
- LIMITED DEVELOPMENT POTENTIAL BLOCK (R14 ESTATE DEVELOPMENT CODE)
- FOOTPATH
- STAGE BOUNDARY
- MANDATORY COURTYARD WALL TO MAX. HEIGHT OF 1.5m. CONSTRUCTION OF RENDERED BRICK, BLOCK OR STONEWORK IN COMBINATION WITH FEATURE PANELS. AND SETBACK 600mm FROM CURBLINE TO BE MAINTAINED. REFER TO ARCHITECTURAL DRAWING DETAIL 1.1 TYPE 1 & TYPE 2 COURTYARD WALL ALONG SECONDARY FRONTAGE TO TERMINATE @ 5m FROM PRIMARY FRONTAGE
- ESTATE BOUNDARY
- DESIGN CONTOUR (@ INTERVAL 1m)
- INDICATIVE TREE LOCATIONS

**NOTES**

- 1 CONTOUR INTERVALS 1m. CONTOURS REPRESENTS PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE. LEVELS SHOULD BE VERIFIED BY LESSEES
- 2 PLAN SUBJECT TO SURVEY. FINAL DIMENSIONS, AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS
- 3 REFER TO THE SURVEY DRAWINGS AND SPECIFICATIONS FOR DETAILS OF:
  - MAXIMUM RETAINING WALL HEIGHTS
  - MAXIMUM LEVEL CHANGES
  - SDHCC - SINGLE DWELLING HOUSING DEVELOPMENT CODE

**DISCLAIMER**  
 THE SUBURBAN LAND AGENCY MAKES NO WARRANTY REGARDING THE ACCURACY OR COMPLETENESS OF THIS PRELIMINARY DEVELOPMENT AND DESIGN INFORMATION. THE AGENCY IS NOT PROVIDING ANY PROFESSIONAL SERVICES IN CONNECTION WITH THIS INFORMATION. THE AGENCY IS NOT BEING ENGAGED BY THE PURCHASER OF THIS LAND OR MAKING ANY OFFER TO PURCHASE LAND.

<p>SCALE 1:500</p>					
<p>DATE: 15/01/2024</p>					
<p>PROJECT: 16-003889</p>					
<p>SHEET 13 OF 13</p>					
<p>DATE: 2012</p>					

**LEGEND**

- a BLOCK IDENTIFIER
- A SECTION IDENTIFIER
- 31 BLOCK DIMENSIONS (m)
- 651m<sup>2</sup> BLOCK AREA (m<sup>2</sup>)
- \* MANDATORY HABITABLE ROOM ABOVE GARAGE
- # FACADES FACING JOHN GORTON DRIVE AND WILLIAM HOWELL DRIVE REQUIRE ACUSTIC PROTECTION MEASURES TO ADDRESS EXTERNAL ROAD NOISE. REFER TO SMDPC FOR DETAILS
- ▲ MANDATORY ZERO SETBACK (MOUNTED) AS SIDE BOUNDARY 2 FOR THE PURPOSE OF R15 (OF SMDPC)
- MINIMUM BUILDING HEIGHT (IN METRES) ALONG PERIMETRY BLOCK FRONTAGES FOR ACUSTIC PROTECTION OF 1 OR 2 STOREY BUILT FRONT
- MID SIZE CODE APPLIED TO THESE BLOCKS (50m<sup>2</sup> ~ 550m<sup>2</sup>) FOR THE PURPOSE OF R21 (OF THE SMDPC)
- BLOCKS OVER 500m<sup>2</sup> - SIDE SETBACKS ARE MINIMUM 3.0m AND 1.5m FOR GARAGE. NO ZERO SETBACK. PROVISION OF R14 SMDPC DOES NOT APPLY
- MANDATORY 2 STOREY BUILT FRONT
- BIG STOP PAD
- DRIVEWAY LOCATION
- STREET LIGHT
- UTILITY MAINTENANCE ACCESS EASEMENT
- INTEGRATED HOUSING DEVELOPMENT
- STORAGE WATER AND SEWER EASEMENT
- LIMITED DEVELOPMENT POTENTIAL BLOCK (R 48 ESTATE DEVELOPMENT CODE)
- FOOTPATH
- STAGE BOUNDARY
- MANDATORY COURTYARD WALL TO MAX HEIGHT OF 1.5m WITH A MINIMUM 1.5m SETBACK FROM THE FRONT BOUNDARY TO INCORPORATE LANDSCAPING. REFER TO DRAWING PCPI DETAIL 1, TYPE 1 & TYPE 2 COURTYARD WALL ALONG SECONDARY FRONTAGE TO TERMINATE @ 5m FROM PRIMARY FRONTAGE
- ESTATE BOUNDARY
- DESIGN CONTOUR (@ INTERVAL 1m)
- INDICATIVE TREE LOCATIONS
- RIGHT OF WAY FOR EMERGENCY VEHICLES

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001



**NOTES**

1. CONTOUR INTERVAL IS 1m. CONTOURS REPRESENTS PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE. LEVELS SHOULD BE VERIFIED BY LESSEES
2. PLANS SUBJECT TO SURVEY. FINAL DIMENSIONS, AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS
3. REFER TO DRAWING PCPI DETAIL 1 FOR DIMENSIONS FOR DETAILS OF:
  - MAXIMUM RETAINING WALL HEIGHTS
  - MAXIMUM LEVEL CHANGES
  - SMDPC - SINGLE DWELLING HOUSING DEVELOPMENT CODE

**DISCLAIMER**  
 THE SUBURBAN LAND AGENCY MAKES NO WARRANTY REGARDING THE ACCURACY OF THE INFORMATION CONTAINED IN THIS PUBLICATION AND RECOMMENDS OBTAINING INDEPENDENT LEGAL ADVICE BEFORE CONSIDERING PURCHASING LAND OR MAKING AN OFFER TO PURCHASE LAND.

WHITLAM ESTATE STAGE 2  
 SPA CEL LAB  
 ACT Government  
 Suburban Land Agency  
 BLOCK DETAILS PLAN  
 SHEET 3 OF 9  
 16.003589.7 7000

FOR CONTINUATION REFER TO DRAWINGS No 16-003589 2-2004 AND 16-003589 2-2001

SCALE 1:500 (A1)  
 SCALE 1:1000 (A2)

DETAIL DESIGN  
 AUTHORIZED BY YOUR

DATE: 16/03/2024  
 DRAWN: [Name]  
 CHECKED: [Name]  
 APPROVED: [Name]

**DRAFT**



FOR CONTINUATION REFER TO DRAWING NO. 16-0035589.2.2007



FOR CONTINUATION REFER TO DRAWINGS NO. 16-0035589.2.2005 AND 16-0035589.2.2006

- LEGEND**
- a BLOCK IDENTIFIER
  - A SECTION IDENTIFIER
  - 31 BLOCK DIMENSIONS (m)
  - 851m<sup>2</sup> BLOCK AREA (m<sup>2</sup>)
  - \* MANDATORY HABITABLE ROOM ABOVE GARAGE
  - # FACADES FACING JOHN CORTON DRIVE AND WILLIAM HOWELL DRIVE REQUIRE ACOUSTIC PROTECTION MEASURES TO ADDRESS EXTERNAL ROAD NOISE. REFER TO SHDDC FOR DETAILS
  - ▲ MANDATORY ZERO SETBACK (NOMINATED AS SIDE BOUNDARY 2 FOR THE PURPOSE OF R15 OF SHDDC)
  - MINIMUM BUILDING HEIGHT (IN METRES) ALONG THE PRIMARY BLOCK FRONTAGES FOR ACOUSTIC PROTECTION OF 7 OR 7 STOREY BUILT FRONT MID SIZE CODE APPLIED TO THESE BLOCKS (50m<sup>2</sup> < 550m<sup>2</sup>) FOR THE PURPOSE OF R21 OF THE SHDDC
  - BLOCKS OVER 50m<sup>2</sup> SIDE SETBACKS ARE MINIMUM 3.0m AND 1.5m FOR GARAGE. NO ZERO SETBACK (PROVISION OF R14 SHDDC DOES NOT APPLY)
  - MANDATORY 2 STOREY BUILT FORM
  - BUS STOP PAD
  - DRIVEWAY LOCATION
  - STREET LIGHT
  - UTILITY MAINTENANCE ACCESS EASEMENT
  - INTEGRATED HOUSING DEVELOPMENT
  - STORMWATER AND SEWER EASEMENT
  - LIMITED DEVELOPMENT POTENTIAL BLOCK (R4 R4E ESTATE DEVELOPMENT CODE)
  - FOOTPATH
  - STAGE BOUNDARY
  - MANDATORY COURTYARD WALL TO MAX HEIGHT OF 1.5m. CONSTRUCTION OF REINFORCED BRICK BLOCK OR STONEWORK IN COMBINATION WITH FENCIBLE PANELS AND SETBACK 600mm FROM CURBLINE. DETAIL TYPE 1 & TYPE COURTYARD WALL ALONG SECONDARY FRONTAGE TO TERMINATE @ 5m FROM PRIMARY FRONTAGE
  - ESTATE BOUNDARY
  - DESIGN CONTOUR (@ INTERVAL 1m)
  - INDICATIVE TREE LOCATIONS
  - RIGHT OF WAY FOR EMERGENCY VEHICLES
  - EXISTING SUBSTATION
  - SUBSTATION

- NOTES**
- 1 CONTOUR INTERVAL IS 1m. CONTOURS REPRESENTS PRELIMINARY DESIGN CONTOURS AND MAY BE SUBJECT TO CHANGE. LEVELS SHOULD BE VERIFIED BY SURVEY.
  - 2 PLAN SUBJECT TO SURVEY. FINAL DIMENSIONS, AREAS & BLOCK NUMBERS TO BE OBTAINED FROM DEPOSITED PLANS.
  - 3 REFER TO HOUSING DEVELOPMENT GUIDELINES FOR DETAILS OF:
    - MAXIMUM RETAINING WALL HEIGHTS
    - MAXIMUM LEVEL CHANGES
    - SHDDC - SINGLE DWELLING HOUSING DEVELOPMENT CODE
- DISCLAIMER  
THE SUBURBAN LAND AGENCY MAKES NO WARRANTY REGARDING THE ACCURACY OR COMPLETENESS OF INFORMATION ON THIS PUBLICATION AND RECOMMENDS OBTAINING INDEPENDENT LEGAL ADVICE BEFORE CONSIDERING PURCHASING LAND OR MAKING AN OFFER TO PURCHASE.

WHITLAM ESTATE STAGE 2

BLOCK DETAILS PLAN

SHEET 9 OF 9

16-0035589.2 2008

calibre

SPACELAB

CONSTRUCTION MANAGEMENT

calibre group.com

Suburban Land Agency

ACT Government

SCALE 1:500 (A1)

SCALE 1:800 (A2)

DETAIL DESIGN

AUTHORISED BY NAME

BY

SCALE

DRAFT

DATE



**ACT**  
Government

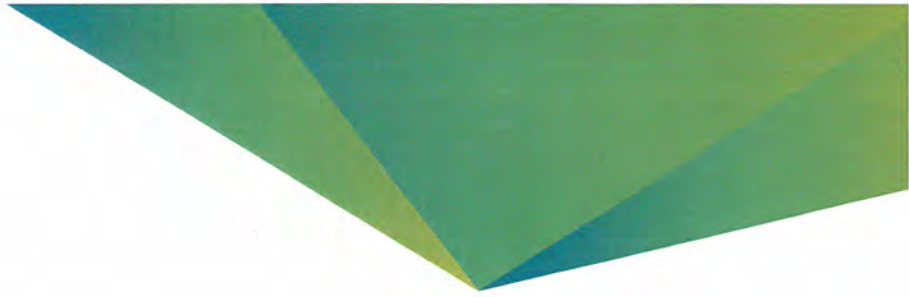
**Suburban Land**  
Agency

THIS PAGE IS INTENTIONALLY LEFT BLANK



**ACT**  
Government

**Suburban Land**  
Agency



## Annexure D - Block Fill Plans

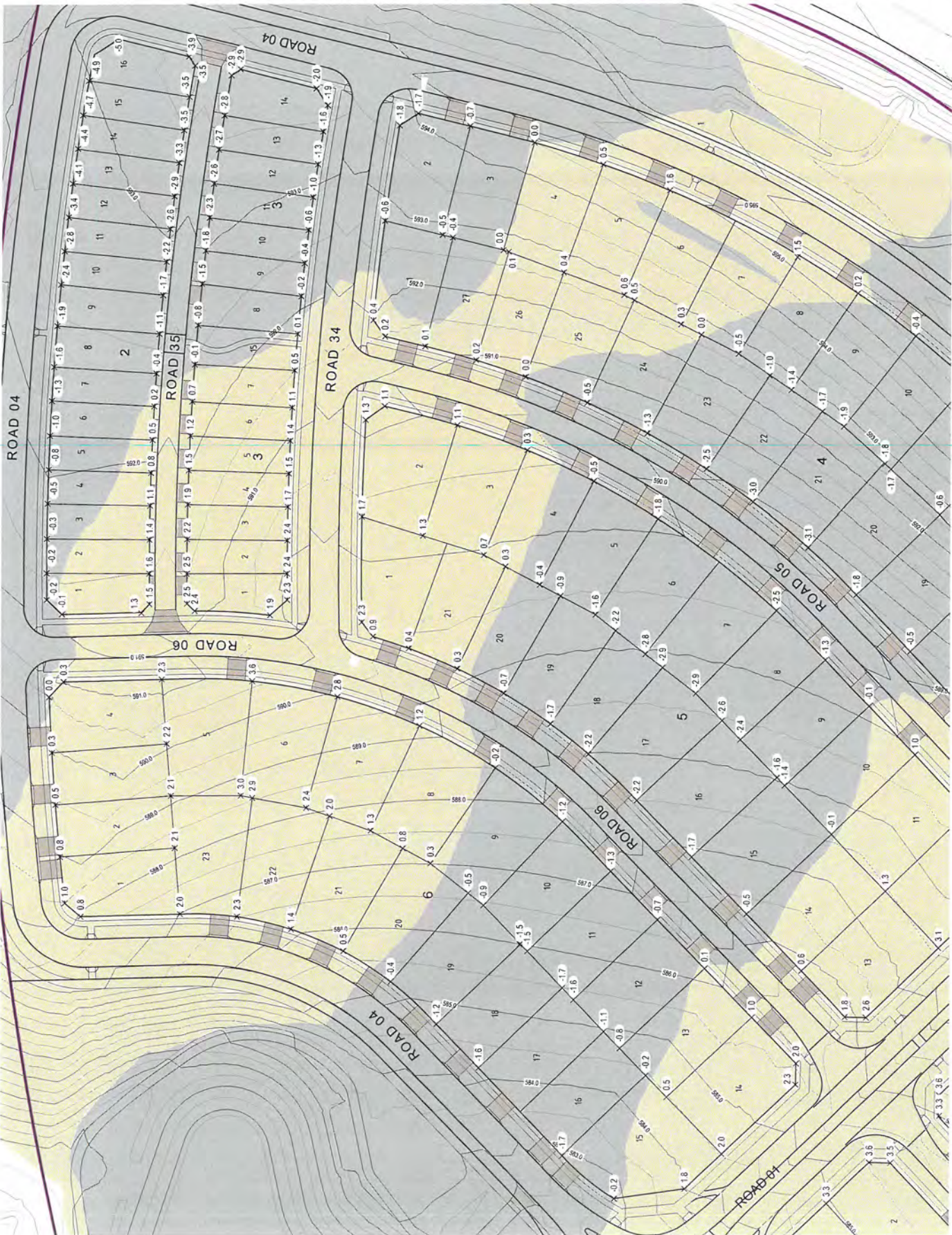
Below are the Block Fill Plans for Whitlam Stage 1 - Sections 4,5,6,13,14 & 15.



**ACT**  
Government

**Suburban Land**  
Agency

THIS PAGE IS INTENTIONALLY LEFT BLANK

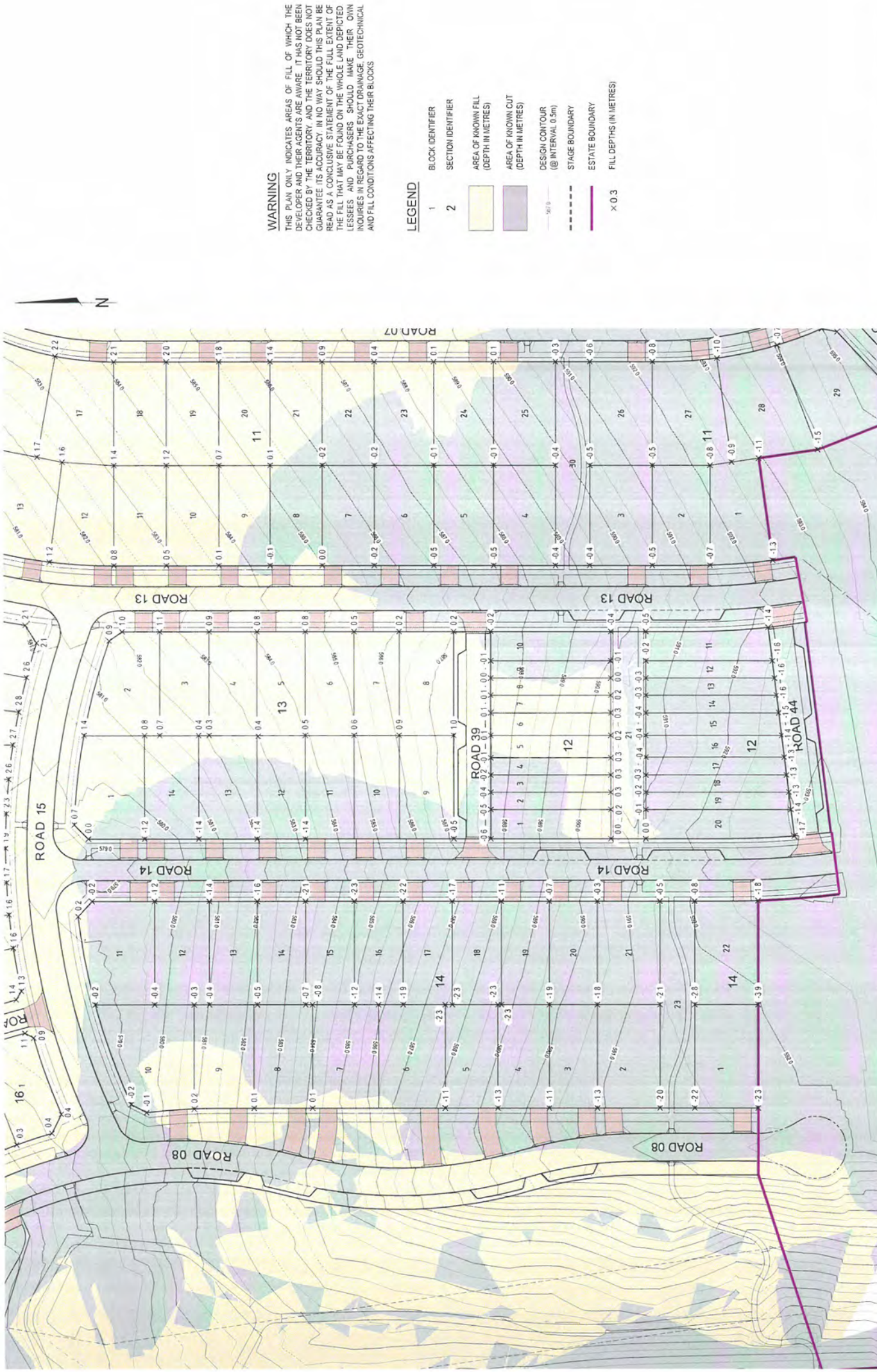


**WARNING**  
 THIS PLAN ONLY INDICATES AREAS OF FILL OF WHICH THE DEVELOPER AND THEIR AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE TERRITORY, AND THE TERRITORY DOES NOT GUARANTEE ITS ACCURACY. IN NO WAY SHOULD THIS PLAN BE READ AS A CONCLUSIVE STATEMENT OF THE FULL EXTENT OF THE FILL THAT MAY BE FOUND ON THE WHOLE LAND DEPICTED. LESSEES AND PURCHASERS SHOULD MAKE THEIR OWN INQUIRIES IN REGARD TO THE EXACT DRAINAGE, GEOTECHNICAL AND FILL CONDITIONS AFFECTING THEIR BLOCKS.

**LEGEND**

- 1 BLOCK IDENTIFIER
- 2 SECTION IDENTIFIER
- AREA OF KNOWN FILL (DEPTH IN METRES)
- AREA OF KNOWN CUT (DEPTH IN METRES)
- DESIGN CONTOUR (@ INTERVAL 0.5m)
- STAGE BOUNDARY
- ESTATE BOUNDARY
- FILL DEPTHS (IN METRES)

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DATE</td> <td style="width: 50%;">DATE</td> </tr> <tr> <td>DESIGN</td> <td>DATE</td> </tr> <tr> <td>CHECKED</td> <td>DATE</td> </tr> <tr> <td>APPROVED</td> <td>DATE</td> </tr> <tr> <td>ISSUED</td> <td>DATE</td> </tr> </table>	DATE	DATE	DESIGN	DATE	CHECKED	DATE	APPROVED	DATE	ISSUED	DATE	<p>PROJECT: WHITLAM ESTATE STAGE 1</p> <p>PROJECT NO: 16-00389</p> <p>SCALE: 1:1000</p>	<p>PROJECT TITLE: WHITLAM ESTATE STAGE 1</p> <p>SHEET 1 OF 13</p> <p>DATE: 16-00389</p> <p>SCALE: 1000</p>	<p>ACT Government</p> <p>Suburban Land Agency</p> <p>calibre</p> <p>SPA CEL LAB</p> <p>CREATING SMART PLACES</p> <p>calbregroup.com</p>	<p>DETAIL DESIGN</p> <p>BY: [Signature]</p> <p>DATE: [Blank]</p> <p>SCALE: 1:1000 (AS SHOWN)</p> <p>SCALE: 1:1000 (AS SHOWN)</p>
DATE	DATE													
DESIGN	DATE													
CHECKED	DATE													
APPROVED	DATE													
ISSUED	DATE													



**WARNING**

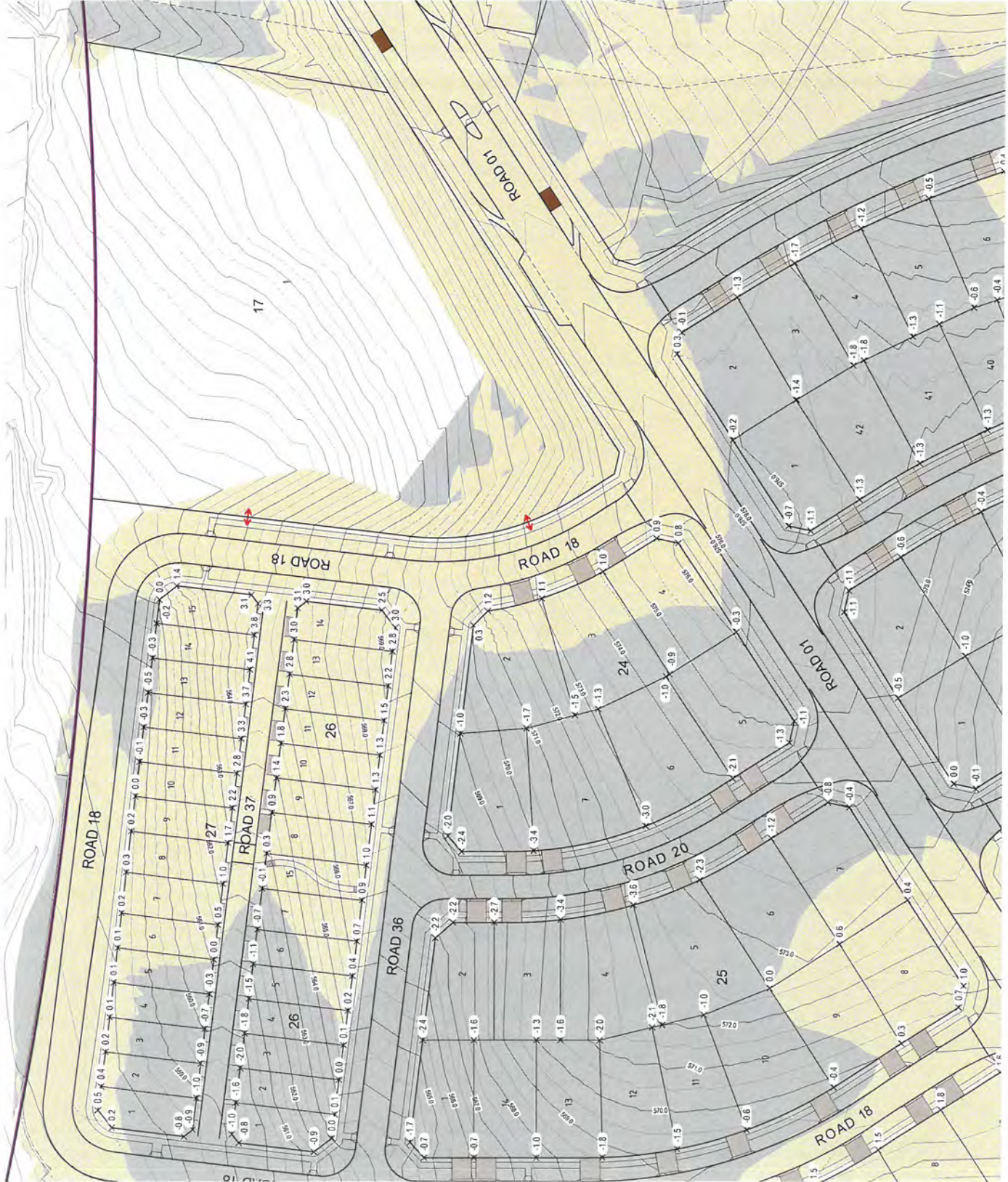
THIS PLAN ONLY INDICATES AREAS OF FILL OF WHICH THE DEVELOPER AND THEIR AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE TERRITORY, AND THE TERRITORY DOES NOT GUARANTEE ITS ACCURACY. IN NO WAY SHOULD THIS PLAN BE READ AS A CONCLUSIVE STATEMENT OF THE FULL EXTENT OF THE FILL THAT MAY BE FOUND ON THE WHOLE LAND DEPICTED. LESSEES AND PURCHASERS SHOULD MAKE THEIR OWN INQUIRIES IN REGARD TO THE EXACT DRAINAGE, GEOTECHNICAL AND FILL CONDITIONS AFFECTING THEIR BLOCKS.

**LEGEND**

- 1 BLOCK IDENTIFIER
- 2 SECTION IDENTIFIER
- AREA OF KNOWN FILL (DEPTH IN METRES)
- AREA OF KNOWN CUT (DEPTH IN METRES)
- DESIGN CONTOUR (@ INTERVAL 0.5m)
- STAGE BOUNDARY
- ESTATE BOUNDARY
- FILL DEPTHS (IN METRES)



<p>DATE: 12/11/2024</p> <p>SCALE: 1:500</p>	<p>PROJECT: WHITLAM ESTATE STAGE 1</p> <p>SHEETS OF 13</p> <p>16-003389 1004</p>	<p>CLIENT: SPA CEL LAB</p> <p>CREATING THE LESS PLACES</p>	<p>DESIGNER: ACT</p> <p>AGENCY: Suburban Land Agency</p>	<p>DATE: 12/11/2024</p> <p>SCALE: 1:500</p>	<p>PROJECT: WHITLAM ESTATE STAGE 1</p> <p>SHEETS OF 13</p> <p>16-003389 1004</p>
<p>DETAIL DESIGN</p> <p>APPROVED BY: [Signature]</p>		<p>AMENDMENT NO. 1</p>		<p>DATE: 12/11/2024</p>	



**WARNING**  
 THIS PLAN ONLY INDICATES AREAS OF FILL OF WHICH THE DEVELOPER AND THEIR AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE TERRITORY AND THE TERRITORY DOES NOT GUARANTEE ITS ACCURACY. IN NO WAY SHOULD THIS PLAN BE READ AS A CONCLUSIVE STATEMENT OF THE FULL EXTENT OF THE FILL THAT MAY BE FOUND ON THE WHOLE LAND DEPICTED. LESSEES AND PURCHASERS SHOULD MAKE THEIR OWN INQUIRES IN REGARD TO THE EXACT DRAINAGE, GEOTECHNICAL AND FILL CONDITIONS AFFECTING THEIR BLOCKS.

**LEGEND**

- 1 BLOCK IDENTIFIER
- 2 SECTION IDENTIFIER
- AREA OF KNOWN FILL (DEPTH IN METRES)
- AREA OF KNOWN CUT (DEPTH IN METRES)
- DESIGN CONTOUR (@ INTERVAL 0.5m)
- STAGE BOUNDARY
- ESTATE BOUNDARY
- FILL DEPTHS (IN METRES)

<p>PROJECT: WHITLAM ESTATE STAGE 1</p> <p>SCALE: 1:500 (PLAN)</p> <p>SCALE: 1:1000 (PLAN)</p> <p>DATE: 10/10/2023</p>	<p>DETAIL DESIGN</p> <p>Authorised by: [Signature]</p> <p>BY: [Signature]</p> <p>DATE: [Blank]</p>	<p>ACT Government</p> <p>Suburban Land Agency</p>	<p>calibre</p> <p>calibre group.com</p>	<p>SPACELAB</p> <p>08 9400 7676</p>	<p>SPACELAB</p> <p>08 9400 7676</p>	<p>PROJECT FILE: FILL ON BLOCKS</p> <p>SHEET 6 OF 13</p> <p>DATE: 16-03-2019</p> <p>1005</p>
---	--	---	---	-------------------------------------	-------------------------------------	--



**WARNING**

THIS PLAN ONLY INDICATES AREAS OF FILL OF WHICH THE DEVELOPER AND THEIR AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE TERRITORY AND THE TERRITORY DOES NOT GUARANTEE ITS ACCURACY. IN NO WAY SHOULD THIS PLAN BE READ AS A CONCLUSIVE STATEMENT OF THE FULL SCOPE OF THE FILL THAT MAY BE REQUIRED ON THE WHOLE AND DEPTED. LESSEES AND PURCHASERS SHOULD MAKE THEIR OWN INQUIRIES IN REGARD TO THE EXACT NATURE, EXTENT, LOCATION AND FILL CONDITIONS AFFECTING THEIR BLOCKS.

**LEGEND**

- 1 BLOCK IDENTIFIER
- 2 SECTION IDENTIFIER
- AREA OF KNOWN FILL (DEPTH IN METRES)
- AREA OF KNOWN CUT (DEPTH IN METRES)
- DESIGN CONTOUR (@ INTERVAL 0.5M)
- STAGE BOUNDARY
- ESTATE BOUNDARY
- FILL DEPTHS (IN METRES) X 0.3

PROJECT NO: 18-033689 SHEET 13 OF 13 DATE: 10/12/2019 DRAWN BY: [Name] CHECKED BY: [Name]	PROJECT TITLE: WHITLAM ESTATE STAGE 1 SHEET TITLE: FILL ON BLOCKS	 ACT ACT Government	 Suburban Land Agency	 SPACELAB CONSULTING ENGINEERS	 calibre c. calibregroup.com
DETAIL DESIGN					
APPROVED FOR: [Name] DATE: [Date]					



**WARNING**  
 THIS PLAN ONLY INDICATES AREAS OF FILL OF WHICH THE DEVELOPER AND THEIR AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE TERRITORY, AND THE TERRITORY DOES NOT GUARANTEE ITS ACCURACY. IN NO WAY SHOULD THIS PLAN BE READ AS A CONCLUSIVE STATEMENT OF THE FULL EXTENT OF THE FILL THAT MAY BE FOUND ON THE WHOLE LAND DEPICTED. LESSEES AND PURCHASERS SHOULD MAKE THEIR OWN INQUIRIES IN REGARD TO THE EXACT DRAINAGE, GEOTECHNICAL AND FILL CONDITIONS AFFECTING THEIR BLOCKS.

FOR CONTINUATION REFER TO DRAWINGS No. 16-003589 2-1000 AND 16-003589 2-1001

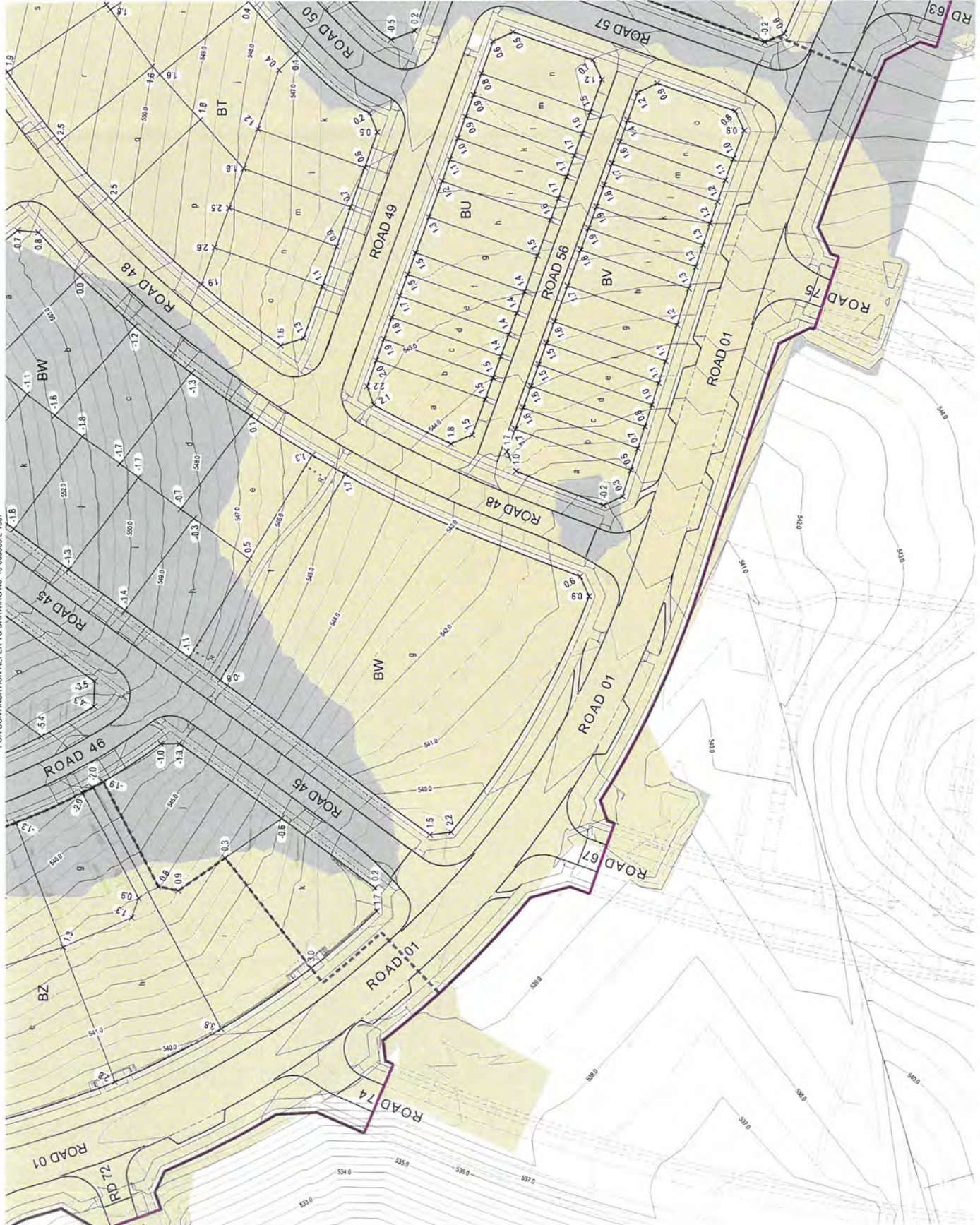
FOR CONTINUATION REFER TO DRAWING No. 16-003589 2-1003

16-003589 2-1000 16-003589 2-1001 16-003589 2-1002 16-003589 2-1003	WHITLAM ESTATE STAGE 2 DOC NUMBER <b>SPACE LAB</b> CONSULTING ENGINEERS & ARCHITECTS 16-003589 2-1000	ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR PRIOR TO CONSTRUCTION. USE WRITTEN DIMENSIONS ONLY. DO NOT RELY ON DIMENSIONS SHOWN ON THIS PLAN. c: callbregroup.com	ACT Government	Suburban Land Agency	0 5 10 15 20 25 30 35 40 SCALE 1:500 (H/T) SCALE 1:1000 (V/B)	DATE:	DETAIL DESIGN	AUTHORIZED BY:	DATE:
							APPROVED BY:	DATE:	

**DRAFT**



FOR CONTINUATION REFER TO DRAWING NO. 16-003589 2-1007



**WARNING**

THIS PLAN ONLY INDICATES AREAS OF FILL OF WHICH THE DEVELOPER AND THEIR AGENTS ARE AWARE. IT HAS NOT BEEN CHECKED BY THE TERRITORY, AND THE TERRITORY DOES NOT GUARANTEE ITS ACCURACY IN NO WAY SHOULD THIS PLAN BE READ AS A CONCLUSIVE STATEMENT OF THE FULL EXTENT OF THE FILL THAT MAY BE FOUND ON THE WHOLE LAND DEPICTED. LESSEES AND PURCHASERS SHOULD MAKE THEIR OWN INQUIRIES IN REGARD TO THE EXACT DRAINAGE, GEOTECHNICAL AND FILL CONDITIONS AFFECTING THEIR BLOCKS

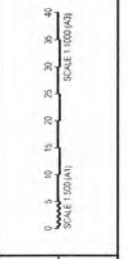
**LEGEND**

- I BLOCK IDENTIFIER
- AD SECTION IDENTIFIER
- AREA OF KNOWN FILL (DEPTH IN METRES)
- AREA OF KNOWN CUT (DEPTH IN METRES)
- DESIGN CONTOUR (@ INTERVAL 0.5m)
- STAGE BOUNDARY
- ESTATE BOUNDARY
- FILL DEPTHS (IN METRES)

FOR CONTINUATION REFER TO DRAWINGS NO. 16-003589 2-1005 AND 16-003589 2-1006

DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

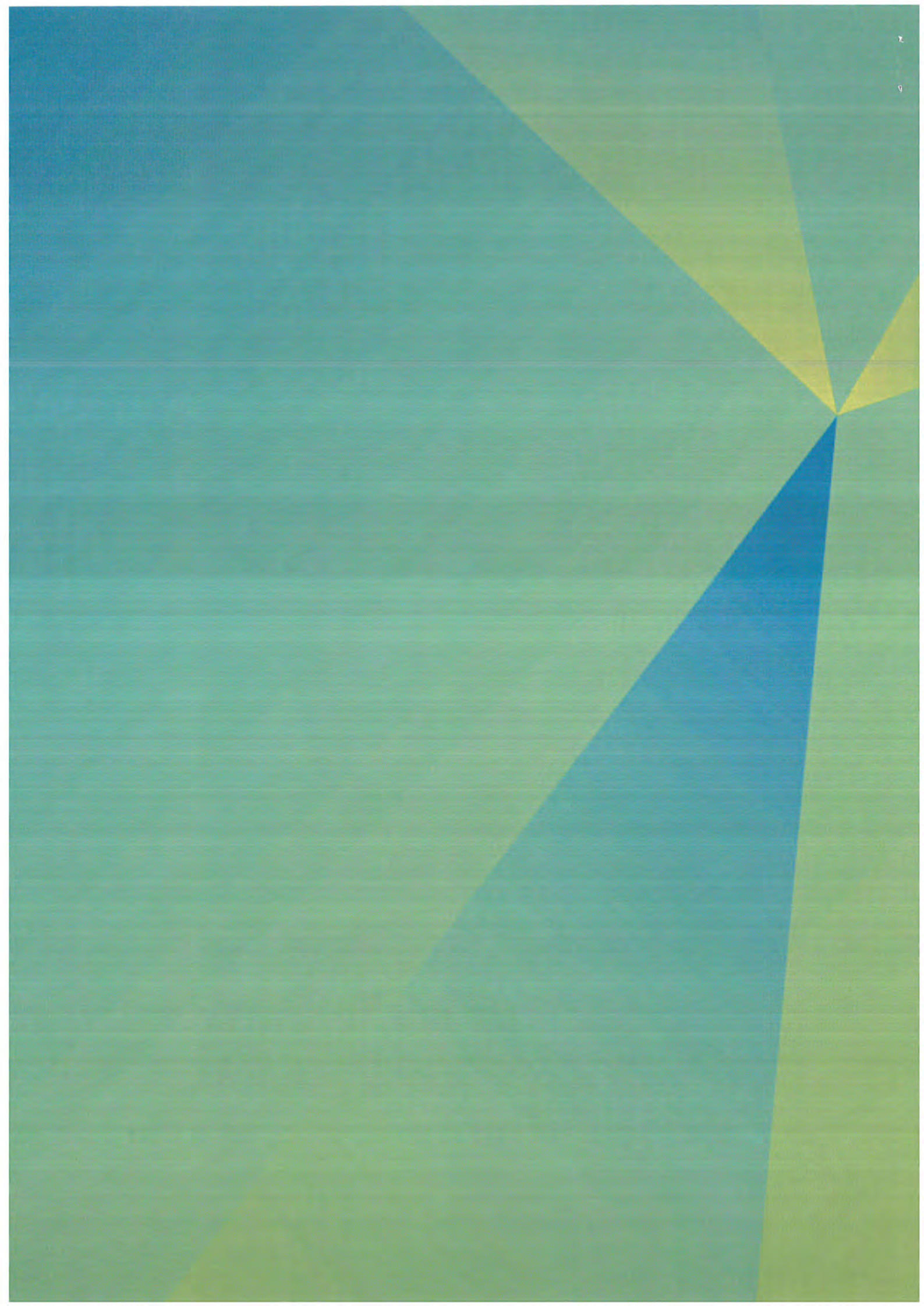
**DETAIL DESIGN**  
 APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_



WHITLAM ESTATE STAGE 2  
 ALL DIMENSIONS TO BE CHECKED ON SITE BY CONTRACTOR  
 THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION UNLESS STAMPED BY  
 A REGISTERED PROFESSIONAL ENGINEER

FILL ON BLOCKS  
 SHEET 9 OF 9  
 16-003589 2 1008

**DRAFT**





**ANNEXURE B – SPECIMEN CROWN LEASES**





Access Canberra

Chief Minister,



MOP\$3025655

18/09/2020 09:34:43 Taun L

3025655

Form 049 - MOP

Land Titles Act 1925

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

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

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

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

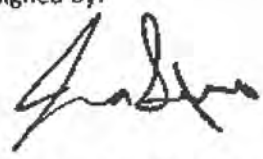
**PROVISIONS (Please state provisions in full. If not enough space provided, please use Form 029 - ANN - Annexure)**



I, Irma Sare, being a delegate of the Environment, Planning and Sustainable Development Directorate (EPSDD) in exercising its functions, APPLY to you to register the attached Memorandum of Provisions. I certify that this memorandum (comprising 6 pages) is lodge on behalf of EPSDD and contains provision that are to be incorporated by reference in such Crown lease as referred to in the memorandum.

Memorandum of Provision No 3025655 is submitted herewith in accordance with section 103A of the Land Titles Act 1925.

**CERTIFICATION \*Delete the inapplicable**  
 Applicant

\*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:  
  
 Delegate of the Planning and Land Authority  
 17/9/2020

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

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

**Memorandum Of Provisions**

Memorandum of Provisions No.3025655

**1. INTERPRETATION**

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

- 1.1 'Act' - the Planning and Development Act 2007;
- 1.2 'Authority' - the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- 1.3 'Building' - any building, structure or Improvement on or under the Land;
- 1.4 'Class' - for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- 1.5 'Commencement Date' - the Commencement Date specified in item 4;
- 1.6 'Commonwealth' - the Commonwealth of Australia;
- 1.7 'Dwelling' has the same meaning as in the Planning and Development Regulations 2008;
- 1.8 'Land' - the Land specified in item 1;
- 1.9 'Lease' - the Crown lease incorporating these provisions;
- 1.10 'Lessee' Includes:
  - (a) where the Lessee is or includes a person, the executors, administrators and assigns of that person; and
  - (b) where the Lessee is or includes a corporation, the successors and assigns of that corporation;
- 1.11 'Multi-unit housing' - the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- 1.12 'Premises' - the Land and any Building at any time on the Land;

- 1.13 'Purpose' - the Purpose specified in item 5;
- 1.14 'Single dwelling housing' - the use of land for residential purposes for a single dwelling only;
- 1.15 'Territory':
- (a) when used in a geographical sense, the Australian Capital Territory; and
  - (b) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- 1.16 Where the Lessee comprises two or more persons or corporations, an agreement by the Lessee binds them jointly and individually;
- 1.17 The singular includes the plural and vice versa;
- 1.18 A reference to one gender includes the other genders;
- 1.19 A reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute;
- 1.20 A reference to an item is a reference to the corresponding item in the Lease.

## **2. LESSEE'S OBLIGATIONS**

The Lessee must:

### **RENT**

- 2.1 pay to the Authority the rent of 5 cents per annum if and when demanded;

### **BUILDING SUBJECT TO APPROVAL**

- 2.2 not, without the prior written approval of the Authority, except where exempt by law, construct any Building, or make any structural alterations in or to any Building;

### **COMPLETE CONSTRUCTION**

- 2.3 within twenty-four (24) months from the Commencement Date or within such further time as may be approved in writing by the Authority, complete construction of an

approved development on the Land as approved by the Authority at a cost of not less than one hundred and eighty thousand dollars (\$180,000) per Dwelling;

#### **UNDERGROUND FACILITIES**

- 2.4 ensure that facilities for electrical and telephone cables are installed underground to a standard acceptable to the Authority;

#### **PURPOSE**

- 2.5 use the Land for the Purpose;

#### **SOLID FUEL HEATING SYSTEM**

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

#### **PRESERVATION OF TREES**

- 2.7 during the period allowed for construction, not damage or remove trees identified in a development approval for retention or to which the Tree Protection Act 2005 applies, without the prior written approval of the Territory;

#### **REPAIR AND MAINTAIN**

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

#### **RIGHT OF INSPECTION**

- 2.9 subject to the Act, permit anyone authorised by the Authority to enter and inspect the Premises at all reasonable times and in any reasonable manner;

#### **RATES AND CHARGES**

- 2.10 pay all rates, taxes, charges and other statutory outgoings, which become payable on or in respect of the Land, as they fall due;

#### **CLEAN AND TIDY**

- 2.11 at all times, keep the Premises clean, tidy and free from rubbish and other unsightly or offensive matter PROVIDED ALWAYS THAT should the Lessee fail to do so the Authority may, at the cost of the Lessee, cause any matter or thing to be removed from the Premises and restore the Premises to a clean and tidy condition;

#### **RESTRICTION ON ASSIGNMENT**

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

- (i) written consent has been obtained from the Suburban Land Agency or its successors; and
- (ii) the Authority has previously granted its consent in writing to the proposed assignment.

### 3. **MUTUAL OBLIGATIONS**

The parties agree that:

#### **OWNERSHIP OF MINERALS AND WATER**

3.1 all minerals on or in the Land and the right to the use, flow and control of ground water under the surface of the Land are reserved to the Territory;

#### **FAILURE TO REPAIR AND MAINTAIN**

3.2 if the Lessee fails to repair and maintain the Premises in accordance with subclause 2.7, the Authority may, by written notice to the Lessee, require the Lessee to carry out the repairs and maintenance within a specified period of not less than one month;

3.3 if the Authority believes that any Building is beyond repair, the Authority may, by written notice to the Lessee, require the Lessee to:

- (a) remove the Building; and
- (b) construct a new Building to a standard acceptable to the Authority according to approved plans;

within a specified period of not less than one month;

3.4 if the Lessee fails to comply with a notice given under subclause 3.2 or 3.3, the Authority may enter the Premises, with anyone else and with any necessary equipment, and carry out the work which the Lessee should have carried out. The Lessee must pay to the Authority, on demand, the costs and expenses of that work;

#### **TERMINATION**

3.5 If:

- (a) the Lessee at any time does not use the Land for a period of one year for the Purpose; or
- (b) the Lessee fails to do any of the things which the Lessee has agreed to do in this Lease and that failure continues for three months (or such longer period as may be specified by the Authority) after the date of service on the Lessee of a written notice from the Authority specifying the nature of the failure;

THEN the Authority on behalf of the Commonwealth may terminate the Lease by giving a written notice of termination to the Lessee. That termination will not adversely affect any other right or remedy which the Authority or the Commonwealth may have against the Lessee for the Lessee's failure;

- 3.6 the power of the Authority on behalf of the Commonwealth to terminate the Lease under subclause 3.5 shall not be affected by:
- (a) the acceptance of rent or other money by the Authority during or after the notice has been given; or
  - (b) any delay in exercising any right, power or remedy under the Lease;

#### FURTHER LEASE

- 3.7 the Lessee will be entitled to a further Lease of the Land on such terms as the Act provides;

#### NOTICES

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

#### EXERCISE OF POWERS

- 3.9 Any and every right, power or remedy conferred on the Commonwealth or Territory in this Lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
- (a) the Authority;
  - (b) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
  - (c) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.



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



Access Canberra

Chief Minist **NOP\$3025652** 18/09/2020 08:34 43 Taun L

**3025652**

Form 049 - MOP

Land Titles Act 1925

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

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

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

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

**PROVISIONS (Please state provisions in full. If not enough space provided, please use Form 029 - ANN - Annexure)**


I, Irma Sare, being a delegate of the Environment, Planning and Sustainable Development Directorate (EPSDD) in exercising its functions, APPLY to you to register the attached Memorandum of Provisions. I certify that this memorandum (comprising 6 Pages) is lodge on behalf of EPSDD and contains provision that are to be incorporated by reference in such Crown lease as referred to in the memorandum.

Memorandum of Provision No 3025652 is submitted herewith in accordance with section 103A of the Land Titles Act 1925.



**CERTIFICATION \*Delete the inapplicable**  
 Applicant

\*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:



Delegate of the Planning and Land Authority  
 17/9/2020

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

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

**Memorandum Of Provisions**

Memorandum of Provisions No.3025652

**1. INTERPRETATION**

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

- 1.1 'Act' - the Planning and Development Act 2007;
- 1.2 'Authority' – the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- 1.3 'Building' - any building, structure or improvement on or under the Land;
- 1.4 'Class' - for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- 1.5 'Commencement Date' - the Commencement Date specified in item 4;
- 1.6 'Commonwealth' – the Commonwealth of Australia;
- 1.7 ' Dwelling' - has the same meaning as in the Planning and Development Regulation 2008;
- 1.8 'Land' - the Land specified in item 1;
- 1.9 'Lease' - the Crown lease incorporating these provisions;
- 1.10 'Lessee' includes:
  - (a) where the Lessee is or includes a person, the executors, administrators and assigns of that person; and
  - (b) where the Lessee is or includes a corporation, the successors and assigns of that corporation;
- 1.11 'Multi-unit housing' - the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- 1.12 'Premises' - the Land and any Building at any time on the Land;

- 1.13 'Purpose' - the Purpose specified in item 5;
- 1.14 'Single dwelling housing' - the use of land for residential purposes for a single dwelling only;
- 1.15 'Territory':
- (a) when used in a geographical sense, the Australian Capital Territory; and
  - (b) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- 1.16 Where the Lessee comprises two or more persons or corporations, an agreement by the Lessee binds them jointly and individually;
- 1.17 The singular includes the plural and vice versa;
- 1.18 A reference to one gender includes the other genders;
- 1.19 A reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute;
- 1.20 A reference to an item is a reference to the corresponding item in the Lease.

## **2. LESSEE'S OBLIGATIONS**

The Lessee must:

### **RENT**

- 2.1 pay to the Territory, or to such other person or entity as is otherwise required or specified by the Land Rent Act 2008 and any other applicable law in the Australian Capital Territory the rent in the amounts and at the times determined in accordance with the Land Rent Act 2008 and any other applicable law;

### **BUILDING SUBJECT TO APPROVAL**

- 2.2 not, without the prior written approval of the Authority, except where exempt by law, construct any Building, or make any structural alterations in or to any Building;

## **COMPLETE CONSTRUCTION**

- 2.3 within twenty-four (24) months from the Commencement Date or within such further time as may be approved in writing by the Authority, complete construction of an approved development on the Land as approved by the Authority at a cost of not less than one hundred and eighty thousand dollars (\$180,000) per Dwelling;

## **UNDERGROUND FACILITIES**

- 2.4 ensure that facilities for electrical and telephone cables are installed underground to a standard acceptable to the Authority;

## **PURPOSE**

- 2.5 use the Land for the Purpose;

## **SOLID FUEL HEATING SYSTEM**

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

## **PRESERVATION OF TREES**

- 2.7 during the period allowed for construction, not damage or remove trees identified in a development approval for retention or to which the Tree Protection Act 2005 applies, without the prior written approval of the Territory;

## **REPAIR AND MAINTAIN**

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

## **RIGHT OF INSPECTION**

- 2.9 subject to the Act, permit anyone authorised by the Authority to enter and inspect the Premises at all reasonable times and in any reasonable manner;

## **RATES AND CHARGES**

- 2.10 pay all rates, taxes, charges and other statutory outgoings, which become payable on or in respect of the Land, as they fall due;

## **CLEAN AND TIDY**

- 2.11 at all times, keep the Premises clean, tidy and free from rubbish and other unsightly or offensive matter PROVIDED ALWAYS THAT should the Lessee fail to do so the Authority

may, at the cost of the Lessee, cause any matter or thing to be removed from the Premises and restore the Premises to a clean and tidy condition.

### **RESTRICTION ON ASSIGNMENT**

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

### **3. MUTUAL OBLIGATIONS**

The parties agree that:

#### **OWNERSHIP OF MINERALS AND WATER**

- 3.1 all minerals on or in the Land and the right to the use, flow and control of ground water under the surface of the Land are reserved to the Territory;

#### **FAILURE TO REPAIR AND MAINTAIN**

- 3.2 if the Lessee fails to repair and maintain the Premises in accordance with subclause 2.7, the Authority may, by written notice to the Lessee, require the Lessee to carry out the repairs and maintenance within a specified period of not less than one month;
- 3.3 if the Authority believes that any Building is beyond repair, the Authority may, by written notice to the Lessee, require the Lessee to:
- (a) remove the Building; and
  - (b) construct a new Building to a standard acceptable to the Authority according to approved plans;

within a specified period of not less than one month;

- 3.4 If the Lessee fails to comply with a notice given under subclause 3.2 or 3.3, the Authority may enter the Premises, with anyone else and with any necessary equipment, and carry out the work which the Lessee should have carried out. The Lessee must pay to the Authority, on demand, the costs and expenses of that work;

## TERMINATION

3.5 if:

- (a) the Lessee at any time does not use the Land for a period of one year for the Purpose; or
- (b) the Lessee fails to do any of the things which the Lessee has agreed to do in this Lease and that failure continues for three months (or such longer period as may be specified by the Authority) after the date of service on the Lessee of a written notice from the Authority specifying the nature of the failure;

THEN the Authority on behalf of the Commonwealth may terminate the Lease by giving a written notice of termination to the Lessee. That termination will not adversely affect any other right or remedy which the Authority or the Commonwealth may have against the Lessee for the Lessee's failure;

3.6 the power of the Authority on behalf of the Commonwealth to terminate the Lease under subclause 3.5 shall not be affected by:

- (a) the acceptance of rent or other money by the Authority during or after the notice has been given; or
- (b) any delay in exercising any right, power or remedy under the Lease;

## FURTHER LEASE

3.7 the Lessee will be entitled to a further Lease of the Land on such terms as the Act provides;

## NOTICES

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

## EXERCISE OF POWERS

3.9 Any and every right, power or remedy conferred on the Commonwealth or Territory in this Lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:

- (a) the Authority;

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



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

SPECIMEN ONLY

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



Volume	Folio
CONDITIONS APPLICABLE	
MOP (No. )	Annexure

[Empty box for Lease No]

LEASE No

### AUSTRALIAN CAPITAL TERRITORY CROWN LEASE

#### PLANNING AND DEVELOPMENT ACT 2007

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

THE PLANNING AND LAND AUTHORITY ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA IN EXERCISING ITS FUNCTIONS GRANTS TO THE LESSEE THE LAND FOR THE TERM AND SUBJECT TO THE PROVISIONS SET OUT BELOW.

THE MEMORANDUM OF PROVISIONS (MOP) No. \_\_\_\_\_ REGISTERED IN THE REGISTRAR-GENERAL'S OFFICE AND/OR ANY PROVISIONS SET OUT IN ANY ANNEXURE ARE PART OF THIS LEASE.

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	DEPOSITED PLAN	APPROXIMATE AREA
				square metres

2. LESSEE'S NAME AND ADDRESS

[Empty box for Lessee's Name and Address]

3. FORM OF TENANCY

[Empty box for Form of Tenancy]

4. TERM

GRANT DATE:	TERM IN YEARS: 99 FROM THE COMMENCEMENT DATE
COMMENCEMENT DATE:	EXPIRY DATE:

5. PURPOSE

SINGLE DWELLING HOUSING.

6. RESERVATIONS AND STATUTORY RESTRICTIONS

The statutory restriction(s) is/are:  
Section 298 of the Planning and Development Act 2007.

7. VARIATIONS TO MEMORANDUM OF PROVISIONS

Not Applicable

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

8. EXECUTION

SIGNED BY	
SIGNATURE OF LESSEE	SIGNATURE OF WITNESS
	NAME OF WITNESS (BLOCK LETTERS)

SIGNED BY A DELEGATE AUTHORISED TO EXECUTE THIS LEASE ON BEHALF OF THE COMMONWEALTH:	
SIGNATURE	SIGNATURE OF WITNESS
NAME OF SIGNATORY (BLOCK LETTERS)	

OFFICE USE ONLY

EXAMINED	
VOLUME: FOLIO	
REGISTERED:	

DATE:



**ACT**

Government

Justice and Community Safety

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

**ANNEXURE**

**SPECIMEN ONLY**

Form 029 - ANN

Land Titles Act 1925

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

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

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

**SPECIMEN ONLY**

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

**SPECIMEN ONLY**

ANNEXURE C - FINANCIAL ADVICE CERTIFICATE



# FINANCIAL ADVICE CERTIFICATE

To: Suburban Land Agency ABN 27 105 505 367

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

certify the following:

## Buyer

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

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

## Financial Advice

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

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

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

*(insert all documents reviewed)*

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

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

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

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

--

**Meeting Details**

7. This explanation took place as follows:

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

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

*(insert names of all persons present)*

--

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

**Interpreter Required/Not Required**

*(delete one)*

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

OR

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

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

**DECLARATION BY BUYER**

I/We, the Buyer acknowledge and declare that:

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

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

**ANNEXURE D - STATUTORY DECLARATION**



# STATUTORY DECLARATION

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

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

## Property

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

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

## Solicitor Details

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

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

## Advice Details

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

*(insert all documents reviewed)*

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

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

**Meeting Details**

5. The Solicitors explanation took place as follows:

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

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

**Financial Advice**

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

**Execution of Contract Documents**

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

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

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

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

**Annexure D - Form of Nomination**

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

Alivin Developments Pty Ltd ACN 137 750 317 nominate:

Name of Nominee: .....

Primary Contact: .....

Address: .....

Phone Number: .....

Email address: .....

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

to be its nominee to exercise the Call Option contained in the Deed of Put and Call Option dated \_\_\_\_\_ in relation to Block 12 Section 2 Whitlam

**Standard Lease Election**

**Land Rent Lease Election**

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

Dated: \_\_\_\_\_

**Grantee**

**Executed** by Alivin Developments Pty Ltd ACN 137 750 317 in accordance with section 127 of the Corporations Act 2001 (Cth):

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

\_\_\_\_\_  
Signature of sole director and sole company secretary

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

**Nominee (Individual)**  
**Signed, sealed and delivered** by \_\_\_\_\_  
\_\_\_\_\_ in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature/s

\_\_\_\_\_  
Full name of witness  
**Nominee (Company)**  
**Executed** by \_\_\_\_\_  
**ACN** \_\_\_\_\_ in accordance with section 127 of the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of company secretary/director

\_\_\_\_\_  
Full name of director

\_\_\_\_\_  
Full name of company secretary/director

**Annexure E - Directors Guarantee**

I/We, (name of Director/s) [redacted] da de Mendonca Sena  
of (address)..... [redacted] .....

..... agree as follows:

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

Dated this 7<sup>th</sup> day of MAY 2021.

**Signed sealed and delivered by**

in the presence of:

[redacted]

Signature of Witness

[redacted]

Name of Witness in full

Signature

[redacted]

**Signed sealed and delivered by**

in the presence of:

Signature of Witness

Name of Witness in full

Signature

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

**Annexure F - Grantee Special Condition**

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

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

**Annexure I - Special Condition****48. GRANT OF LEASE**

- 48.1 The Grantee must ensure that the dwelling constructed on the Land is sold as an Affordable Housing Dwelling in accordance with the Project Delivery Deed.
- 48.2 The Seller will not consent to the Grantee transferring the Lease unless the Seller is satisfied:
- (a) the dwelling constructed on the Land is an Affordable Housing Dwelling; and
  - (b) the price the Grantee's purchaser is required to pay under the Grantee's Contract does not exceed the Affordable Housing Threshold that is applicable at the date of the Grantee's Contract.
- 48.3 In this clause 48:

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

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

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

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

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

**Minimum Inclusions** has the definition in the Project Delivery Deed.

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

**Executed as a deed.**

**Grantor**

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

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised delegate

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Full name of authorised delegate

**Grantee**

**Executed by Alivin Developments Pty Ltd ACN 137 750 317** in accordance with section 127 of the Corporations Act 2001 (Cth):

\_\_\_\_\_

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

\_\_\_\_\_  
Signature of sole secretary \_\_\_\_\_ company



---

**From:** Valeri, Teagan  
**Sent:** Tuesday, 15 February 2022 3:58 PM  
**To:** Muthu, Clyde; Torcasio, Kathy; Netting, Jason  
**Cc:** Hillcrest, Jessica; Holt, Nicholas  
**Subject:** FW: Pavilion Homes - Affordable Housing Put and Call Blocks  
**Attachments:** 20220214\_AFFORDABLES DRAFT FSP COMBINED.pdf; dmildren,-2022-02-14-15-03-21-709.pdf

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

**Categories:** Issue/Query

OFFICIAL

Hi All

Update on Pavilion – [REDACTED] has sent final plans (see below email trail)

I have advised [REDACTED] we need a copy of his building contract, as he has referenced in his email today, and a completed template table of the affordable dwellings – ie. a document we request they complete that includes a list of the blocks, sections, prices, NLA and estimated construction timeline.

Once we have these we will be able to release to Affordable Buyers.

I have received the following advice from [REDACTED] on this to date:

Sch 1 1.2

# Schedule 1.2

# Schedule 1.2

---

**From:** Builders Office (SGPavilion) <[REDACTED]@pavilionhomes.com.au>  
**Sent:** Tuesday, 15 February 2022 12:09 PM  
**To:** ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>  
**Cc:** Muthu, Clyde <Clyde.Muthu@act.gov.au>  
**Subject:** FW: Pavilion Homes - Affordable Housing Put and Call Blocks  
**Importance:** High

**CAUTION:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Tegan,

Hot of the press so we can prepare contracts now.

*I am "Out of the office" - TEXT/RING if urgent or Allow (1) working days for read/reply. I may not see your email same day*

[REDACTED] - 7 days (to 6pm) Assistant [REDACTED] [office@pavilionhomes.com.au](mailto:office@pavilionhomes.com.au) Sent via [Outlook for Android](#)

---

**From:** JCT Projects Pty Ltd <[jctprojects@gmail.com](mailto:jctprojects@gmail.com)>  
**Sent:** Tuesday, 15 February 2022 8:19 AM  
**To:** Builders Office (SGPavilion) [REDACTED] <[\[REDACTED\]@pavilionhomes.com.au](mailto:[REDACTED]@pavilionhomes.com.au)>  
**Subject:** Re: Pavilion Homes - Affordable Housing Put and Call Blocks

See attached updated Affordables.

regards



## JCT Projects

Urban Design + Master planning  
Residential + Commercial + Industrial  
Building Design & Drafting  
Development Management

Director -

M

E [jctprojects@gmail.com](mailto:jctprojects@gmail.com)

*...architecture is the creation of spaces that make you feel emotion and excite the senses.....*

JCT Projects Pty Ltd is not liable for any loss or damages resulting from any and all third party decisions made as a result of using this information.

On Fri, Feb 11, 2022 at 5:02 PM Builders Office (SGPavilion) <[@pavilionhomes.com.au](mailto: @pavilionhomes.com.au)> wrote:


Hi Tegan

Thanks for the follow up, we always discussed that date being questionable due to Christmas and everyone being on holidays January and covid. Architect was away and we had to get certifiers feedback. More revisions needed. These site look simple but so complicated, with many issues as we have discussed.

We got this yesterday and I meet architect last night, he has promised revised plans Monday next week

We will issue contracts next week Subject to lawyers timeline.

Appreciate your help.

I am " out of the office " allow (1) day for emails read reply. TEXT or CALL me if urgent or  BH at office.



 (7days)

Leave a detailed message or text if no answer.

Sent via Outlook for Android

**From:** ACT Affordable Home Purchase <[affordablehomepurchase@act.gov.au](mailto:affordablehomepurchase@act.gov.au)>  
**Sent:** Friday, 4 February 2022, 11:43 am  
**To:** ACT Affordable Home Purchase; Builders Office (SGPavilion); Muthu, Clyde  
**Cc:** SiteAdmin (SGPavilion)  
**Subject:** RE: Pavilion Homes - Affordable Housing Put and Call Blocks

OFFICIAL

Hi [REDACTED]

Noting your Call Options expire on 2 March 2022, we are just following up on the below.  
Please let us know how you are progressing with your designs so that we can plan a way forward ASAP.

Cheers  
Teagan

**Teagan Valeri** | Manager, Affordable Housing  
**ACT Affordable Home Purchase Scheme**

Phone: 6205 0600 | Email: [affordablehomepurchase@act.gov.au](mailto:affordablehomepurchase@act.gov.au)  
**ACT Government** | GPO Box 158 Canberra ACT 2601  
[www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

---

**From:** ACT Affordable Home Purchase  
**Sent:** Tuesday, 25 January 2022 9:50 AM  
**To:** Builders Office (SGPavilion) [REDACTED] <[\[REDACTED\]@pavilionhomes.com.au](mailto:[REDACTED]@pavilionhomes.com.au)>; ACT Affordable Home Purchase <[affordablehomepurchase@act.gov.au](mailto:affordablehomepurchase@act.gov.au)>; Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>  
**Cc:** SiteAdmin (SGPavilion) <[siteadmin@pavilionhomes.com.au](mailto:siteadmin@pavilionhomes.com.au)>  
**Subject:** RE: Pavilion Homes - Affordable Housing Put and Call Blocks

OFFICIAL

Hi [REDACTED],

Thanks for getting in touch with an update – I'm just getting back to you as Teagan is away until Thursday. Sounds like you are making good progress.

If you can send through the final plans, inclusions list and draft contracts as soon as you've got them we will review asap for approval so that we can get the process with eligible buyers started as quickly as possible.

Thanks,  
Jess

**Jessica Hillcrest** | Program Manager, Housing Choice  
**ACT Affordable Home Purchase Scheme**

Phone: 6205 0600 | Email: [affordablehomepurchase@act.gov.au](mailto:affordablehomepurchase@act.gov.au)  
**ACT Government** | GPO Box 158 Canberra ACT 2601  
[www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

---

**From:** Builders Office (SGPavilion) <[REDACTED]@pavilionhomes.com.au>  
**Sent:** Monday, 24 January 2022 5:20 PM  
**To:** ACT Affordable Home Purchase <[affordablehomepurchase@act.gov.au](mailto:affordablehomepurchase@act.gov.au)>; Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>  
**Cc:** SiteAdmin (SGPavilion) <[siteadmin@pavilionhomes.com.au](mailto:siteadmin@pavilionhomes.com.au)>  
**Subject:** RE: Pavilion Homes - Affordable Housing Put and Call Blocks

**CAUTION:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Teagan

RE New Year Update

Happy New Year

Please see attached revised plans updated for your review

The architect is still on holidays and final version due end week or next week as described to assist with economic sustainability

The inclusions we had the supplier revised with whats available for PCs and applinaces

We will now prepare and issue draft contracts shortly this week or early next as soon as architect sends us revised plans

Thanking you all

*I am " Out of the office " - TEXT/RING if urgent or Allow (1) working days for read/reply. I may not see your email same day*

█ – 7 days (to 6pm) Assistant █ [office@pavilionhomes.com.au](mailto:office@pavilionhomes.com.au) Sent via Outlook for Android

---

**From:** ACT Affordable Home Purchase <[affordablehomepurchase@act.gov.au](mailto:affordablehomepurchase@act.gov.au)>  
**Sent:** Tuesday, 21 December 2021 11:11 AM  
**To:** Builders Office (SGPavilion) <█@pavilionhomes.com.au>; Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>  
**Cc:** ACT Affordable Home Purchase <[affordablehomepurchase@act.gov.au](mailto:affordablehomepurchase@act.gov.au)>; SiteAdmin (SGPavilion) <[siteadmin@pavilionhomes.com.au](mailto:siteadmin@pavilionhomes.com.au)>  
**Subject:** RE: Pavilion Homes - Affordable Housing Put and Call Blocks

OFFICIAL

Good Morning █

Thanks for sending through the below.

Noting these are not your final plans – I can advise that these preliminary plans are acceptable by our team against the requirements of the PDD and Design Brief associated with these blocks.

Please include this email address in future correspondence. Looking forward to releasing these to our buyers once ready.

Cheers

**Teagan Valeri** | Manager, Affordable Housing  
**ACT Affordable Home Purchase Scheme**

Phone: 6205 0600 | Email: [affordablehomepurchase@act.gov.au](mailto:affordablehomepurchase@act.gov.au)  
**ACT Government** | GPO Box 158 Canberra ACT 2601  
[www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

---

**From:** Builders Office (SGPavilion) <█@pavilionhomes.com.au>  
**Sent:** Thursday, 16 December 2021 2:09 PM

**To:** Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>; Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>  
**Cc:** Hillcrest, Jessica <[Jessica.Hillcrest@act.gov.au](mailto:Jessica.Hillcrest@act.gov.au)>; SiteAdmin (SGPavilion) <[siteadmin@pavilionhomes.com.au](mailto:siteadmin@pavilionhomes.com.au)>  
**Subject:** RE: Pavilion Homes - Affordable Housing Put and Call Blocks  
**Importance:** High

**CAUTION:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Clyde

Quick update.

I've got the attached back from the architect and PC supplier for inclusions for your review before we finish final drawings. Each block is a different width also as you know so needs to be drawn separate and areas vary again and line up walls. As they are still over 105sqm after 5 revisions we are hoping to trim them a little more still to 105sqm. But I wanted to get something to you urgently for you to endorse the concept and fixtures as such please so I can proceed with draft contracts/sales documents.

There are / maybe still issues discrepancies in housing development guide and precinct code and obviously we need to minimise costs and overall areas which is the economic sustainability issue we have been discussing so working through the basics as discussed.

The development looks good though overall I feel 😊

*I am "out of the office" - TEXT/RING me if urgent or Allow (1) working days for read/reply.  
I may not see your email same day*

– 7 days (to 6pm) Assistant

Sent via [Outlook for Android](#)

Inclusions: That are available and fully quality warranted

# Harvey Norman

## COMMERCIAL DIVISION

Druin Pty Ltd ACN 003 062 379 as trustee for Druin No.3 Trust Trading as  
Harvey Norman Commercial Division ABN 11 530 188 684

SHOP with  
**CONFIDENCE**  
On Quality, Value & Service

**Customer Details:**  
S&GHPTYL99A  
S & G HOMES PTY LTD  
Unit 1 79 Sawmill Circuit  
ACCOUNTS MANAGER HUME ACT 2620  
ACCOUNTS MANAGER  
OFF: (02) 6255 4411 MBL:  
EMAIL: accounts@pavilionhomes.com.au

**Site / Delivery Detail:**  
STD INCLUSIONS 21-22  
GOLD  
CANBERRA ACT 2600

LINE #	BRAND	MODEL	DESCRIPTION
<b>B LAUNDRY</b>			
3	CLARK	8520	Single 45L Laundry Tub S/S
4	CLARK	CL10006C4A	Round Pin G/Neck Sink Mixer (4S) - CP
<b>C BATHROOMS</b>			
2	CLARK	CL30010W4S	Round BTW Bk/I Uni Trap Suite w/- SC Seat
8	FORME	VMA900WMPOLL	Mont Albert 900mm L/H W/H Vty - Poly Top 1TH - Colour TBA
9	FORME	VMA120WMPOLL	Mont Albert 1200mm L/H W/H Vty w/ Poly Top 1TH - Colour TBA
10	PHOENIXBLD	154770000--A	Ivy MKII Basin Mixer - Fixed (4S)
11	PHOENIXBLD	154780000--A	Ivy MKII Shr/Bath Mixer Complete
12	PHOENIX	V685CHR--A	Vivid Handshower on 650mm Rail (3S) - Chrome CP
13	CAROMA	306133C--A	Cosmo Metal Double Towel Rail 900mm CP
14	CAROMA	303128C	Cosmo Metal Toilet Roll Holder CP
15	PARISI	TA3240--A	Universal Mushroom Pop Up Plug & Waste - 32/40mm CP
16	CAROMA	MX7W--A	Maxton 1700 Rect. Bath (1675x735x438mm) WHT
17	PARISI	TA4000--A	Bath Clic Clac Waste 40mm - No Overflow CP
<b>D HOT WATER</b>			
1	RINNAI	B26N50A--A	Builders 26L/Min External HWS NG (50Deg) 6S
<b>KITCHEN</b>			

---

**From:** Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>  
**Sent:** Wednesday, 10 November 2021 2:05 PM  
**To:** Builders Office (SGPavilion) <[@pavilionhomes.com.au](mailto:@pavilionhomes.com.au)>; Valeri, Teagan <[Teagan.Valeri@act.gov.au](mailto:Teagan.Valeri@act.gov.au)>  
**Cc:** Hillcrest, Jessica <[Jessica.Hillcrest@act.gov.au](mailto:Jessica.Hillcrest@act.gov.au)>  
**Subject:** RE: Pavilion Homes - Affordable Housing Put and Call Blocks

OFFICIAL

Hi [REDACTED]

It was good catching up with you earlier this morning. Thanks for the discussion points below. I have made a couple of comments in red to clarify our advice.

To confirm next steps, you were going to provide:

- a proposed timeframe required for extending the Option Expiry date of 2 December 2021
  - I note you have provided this at Point 8 below, for 80 working days PLUS shutdown from date of approval of modified plans. We will consider the timeframe you have provided but it is unlikely an extension will be provided for that period.
  - It is worth noting that marketing of the blocks can commence immediately, once the updated Design has been signed off by Teagan.
- provide new plans to Teagan for tick off under agreed design criteria
  - I note you have said you will provide this next week.
- provide a request for assistance for COVID and Market price increase for consideration by the EPSDD policy area

Thanks and regards

Clyde

**Clyde Muthukumaraswamy**

Builder Relations  
Sales and Client Services

**T:** 02 6207 6262 | **W:** [www.suburbanland.act.gov.au](http://www.suburbanland.act.gov.au)

**Suburban Land Agency | ACT Government**

**From:** Builders Office (SGPavilion) <@pavilionhomes.com.au>  
**Sent:** Wednesday, 10 November 2021 12:55 PM  
**To:** Muthu, Clyde <Clyde.Muthu@act.gov.au>; Muthu, Clyde <Clyde.Muthu@act.gov.au>; Valeri, Teagan <Teagan.Valeri@act.gov.au>  
**Cc:** Hillcrest, Jessica <Jessica.Hillcrest@act.gov.au>  
**Subject:** RE: Pavilion Homes - Affordable Housing Put and Call Blocks

**CAUTION:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

#### Meeting notes

1. Delays to date, based on 1. Precinct code resolved seems last month so we can now finalise plans was holding up mandatory two storey planning to merit track 1A Precinct code was updated last month only, it seems following discussions some months ago with affordable housing team which has helping 2. Size and design of each dwelling 3. Waiting on the revised plans and certifiers feedback currently 4. Need SLD affordable housing team feedback before we can finalise plans around size and budget sustainability 5. Waited on government to release housing price sale price cap and our request for an additional category 125sqm to suit the size here in sketches.
2. Our designs have been drawn to comply with the guidelines within tender which with planning and site constraints makes the affordable lots larger to be cost effective and as the design intent indirectly mandated
3. We need to build all 16 lots same time for cost effectiveness especially around covid and needed the precinct code resolved for the designs on the 4 non affordable lots integrated into the design
4. Received no reply to date on 125sqm or increasing price cap on 105sqm to allow for covid increases materials and labour and significant **SLA advised at the meeting that increasing the price cap was unfortunately not an option. It has been put forward previously and has been rejected by the policy area in EPSDD. We advised if you did put forward a proposal that it was highly unlikely to be successful.**
5. Discussed sustainability and provision for acts of god normally in contracts, and things outside builders control that could not have been foreseen, that seems ACT Government is wanting tenderers to 'absorb' this loss over 12 homes to be built e.g. 12 x \$45,000 = \$540,000+gst and would need to write a proposal to them for assistance with sustainability given the amount (all over media and known costs blowing out). Not allowed for is tender. Flagged comment; Options government can offer other opportunities to recover this if not possible here in this tender?
  - a. Jessica indicated she could put a proposal through to higher management and get a written response to us for help  
**To be clear, the offer to put forward a proposal was based on the conversation at point 4 above, not for any other options or opportunities to recover costs outside this project/contract.**
6. Teagan from affordable housing advised that they could reduce some specs and room sizes requirements allowing us to reduce build size and save on costs
  - a. We are to submit plans reduced in area within reason to get to 105sqm if we can, reducing room sizes below what's in guidelines they can approve
  - b. Although not mandated building boundary to boundary, clearing design intended as such and for cost effectiveness, thus with min room sizes and this determines final overall areas

7. We need the plans finalised per above before we can go to market and start the timeline and allow to go to market and buyers get finance approved and meet the put/call dates to be factored into timeline
8. Clyde managing put/call dates; Timeframe extension (60 working days) plus industry shutdown and covid lockdowns backlog catchup for consultants (20 working days) starting from date affordable housing signs off our plans which we can modify per above and submit next week to Tegan (architect advises) , I requested and was told to request this via their lawyers ASAP so signed before current expiry dates.  
**Please note, our advice at the meeting was that initial discussions of an extension by SLA Executive was for three calendar months, which is in line with what has been provided to all other builders; and that this three months included the shutdown period.**

Please advise if any error or omissions

I am out of the office | TEXT/RING me if high priority | Allow (2) working days for read/reply.

Sent via [Outlook for Android](#)

-----Original Appointment-----

**From:** Muthu, Clyde <[Clyde.Muthu@act.gov.au](mailto:Clyde.Muthu@act.gov.au)>

**Sent:** Thursday, 4 November 2021 4:59 PM

**To:** Muthu, Clyde; Valeri, Teagan; [@pavilionhomes.com.au](mailto: @pavilionhomes.com.au)

**Cc:** Hillcrest, Jessica

**Subject:** Pavilion Homes - Affordable Housing Put and Call Blocks

**When:** Wednesday, 10 November 2021 10:30 AM-11:00 AM (UTC+10:00) Canberra, Melbourne, Sydney.

**Where:** Microsoft Teams Meeting

Meeting notes

1. Delays to date, based on 1. Precinct code resolved seems last month so we can now finalise plans was holding up mandatory two storey planning to merit track 1A Precinct code was updated last month only, it seems following discussions some months ago with affordable housing team which has helping 2. Size and design of each dwelling 3. Waiting on the revised plans and certifiers feedback currently 4. Need SLD affordable housing team feedback before we can finalise plans around size and budget sustainability 5. Waited on government to release housing price sale price cap and our request for an additional category 125sqm to suit the size here in sketches.
  2. Our designs have been drawn to comply with the guidelines within tender which with planning and site constraints makes the affordable lots larger to be cost effective and as the design intent indirectly mandated
  3. We need to build all 16 lots same time for cost effectiveness especially around covid and needed the precinct code resolved for the designs on the 4 non affordable lots integrated into the design
  4. Received no reply to date on 125sqm or increasing price cap on 105sqm to allow for covid increases materials and labour and significant
  5. Discussed sustainability and provision for acts of god normally in contracts, and things outside builders control that could not have been foreseen, that seems ACT Government is wanting tenderers to 'absorb' this loss over 12 homes to be built e.g. 12 x \$45,000 =

\$540,000+gst and would need to write a proposal to them for assistance with sustainability given the amount (all over media and known costs blowing out). Not allowed for is tender. Flagged comment; Options government can offer other opportunities to recover this if not possible here in this tender?

- a. Jessica indicated she could put a proposal through to higher management and get a written response to us for help
6. Teagan from affordable housing advised that they could reduce some specs and room sizes requirements allowing us to reduce build size and save on costs
  - a. We are to submit plans reduced in area within reason to get to 105sqm if we can, reducing room sizes below what's in guidelines they can approve
  - b. Although not mandated building boundary to boundary, clearing design intended as such and for cost effectiveness, thus with min room sizes and this determines final overall areas
7. We need the plans finalised per above before we can go to market and start the timeline and allow to go to market and buyers get finance approved and meet the put/call dates to be factored into timeline
8. Clyde managing put/call dates; Timeframe extension (60 working days) plus industry shutdown and covid lockdowns backlog catchup for consultants (20 working days) starting from date affordable housing signs off our plans which we can modify per above and submit next week to Teagan (architect advises) , I requested and was told to request this via their lawyers ASAP so signed before current expiry dates

I am out of the office | TEXT/RING me if high priority | Allow (2) working days for read/reply.

Sent via [Outlook for Android](#)

---

## Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

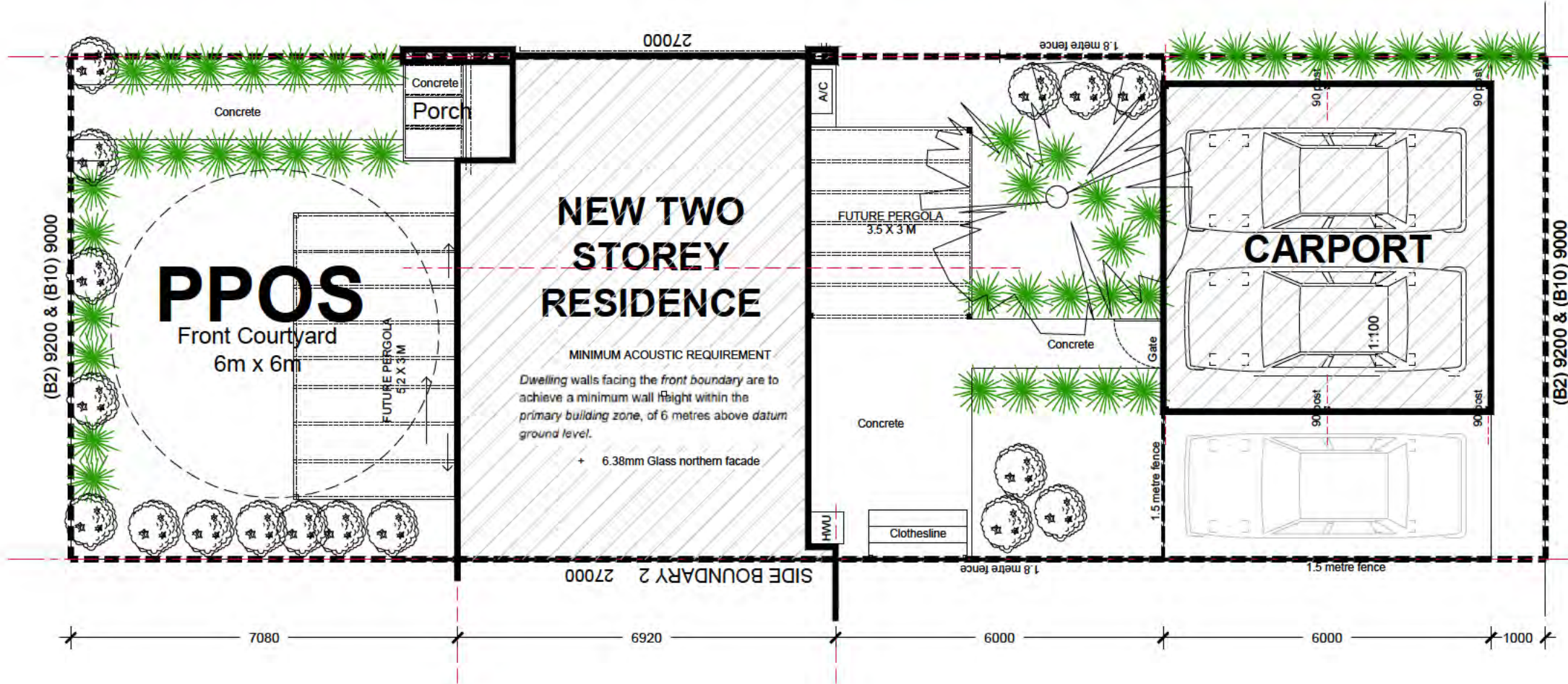


[Learn More](#) | [Help](#) | [Meeting options](#) | [Legal](#)

---

-----  
This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.  
-----

ROAD 4



ROAD 35

**1** Site Plan  
A1001 New residence

**NOTE:**  
FINAL BUILT FORM WILL VARY TO SUIT BLOCK WIDTHS

**NOTE:**  
FINAL DESIGN IS SUBJECT TO CHANGE AND MAY VARY

**SURVEY NOT AVAILABLE**  
Levels are indicative and will be subject to review against detailed survey undertaken by **Qualified Surveyor** when the block becomes available

**Area Schedule**

Lower Living	= 54.56 sqm
Upper Living	= 51.02 sqm
<b>Total GFA</b>	<b>= 105.58 sqm</b>
Carport	= 34.80 sqm
Porch	= 4.86 sqm

**GENERAL CONSTRUCTION REQUIREMENTS**

All concrete footings and slabs to be constructed in accordance with the National Construction Code (NCC) or as noted on the relevant engineering documentation including drawings prepared by the suitably qualified engineer engaged for the project.

Wall and roof framing including trusses to be fixed in accordance with manufacturers specifications and the NCC and in accordance with relevant Australian Standards.

Lighting to comply with clause 3.12.5.5 Artificial lighting of the NCC.

Water heaters to be installed in accordance with requirements of clause 3.12.5.6 of the NCC.



No.	Description	Date
1	Draft Final Sketch Plans	01.02.2022

**Project AFFORDABLE HOUSING**

BLOCKS 3 & 6 SECTION 2 WHITLAM  
BLOCKS 11 & 14 SECTION 2 WHITLAM - MIRROR

Client  
**PAVILION GROUP**

**Site Plan**

Project number	JCT 202103007
Date	14 February 2022
Drawn by	
Checked by	JCT Projects Pty Ltd

**A-2000**

Scale A3 - 1:100

**Masonry to NCC Part 3.3**  
 Weather proofing & waterproofing to BCA 3.3.4  
 Masonry Structures to AS 3700  
 Masonry in small buildings to AS 4773  
 Masonry units to AS 4455  
 Wall Ties to AS 2699  
 Flashing & damp proof course to AS2904  
 Articulation, Expansion and Contraction joints to AS 4773.2 unless otherwise noted  
 Weep holes guards required to BAL rated blocks

**External Wall Cladding to NCC Part 3.5.3.**  
 Cladding as selected to manufacturers details and specifications including batter / fixing spacings, sizes and BAL requirements if required

**Wet Areas to comply with:**  
 AS 3740 Internal Wet Areas  
 AS4858 Wet Area Membranes  
 AS 4564 Parts 1 & 2 External waterproofing, roofs, balconies and planters

**Smoke alarms to comply with NCC Vol 2 Part 3.7.2.2.**  
 Smoke alarms to hard wired in accordance with the BCA.  
 Note: Smoke alarms are to be interconnected when there is more than one

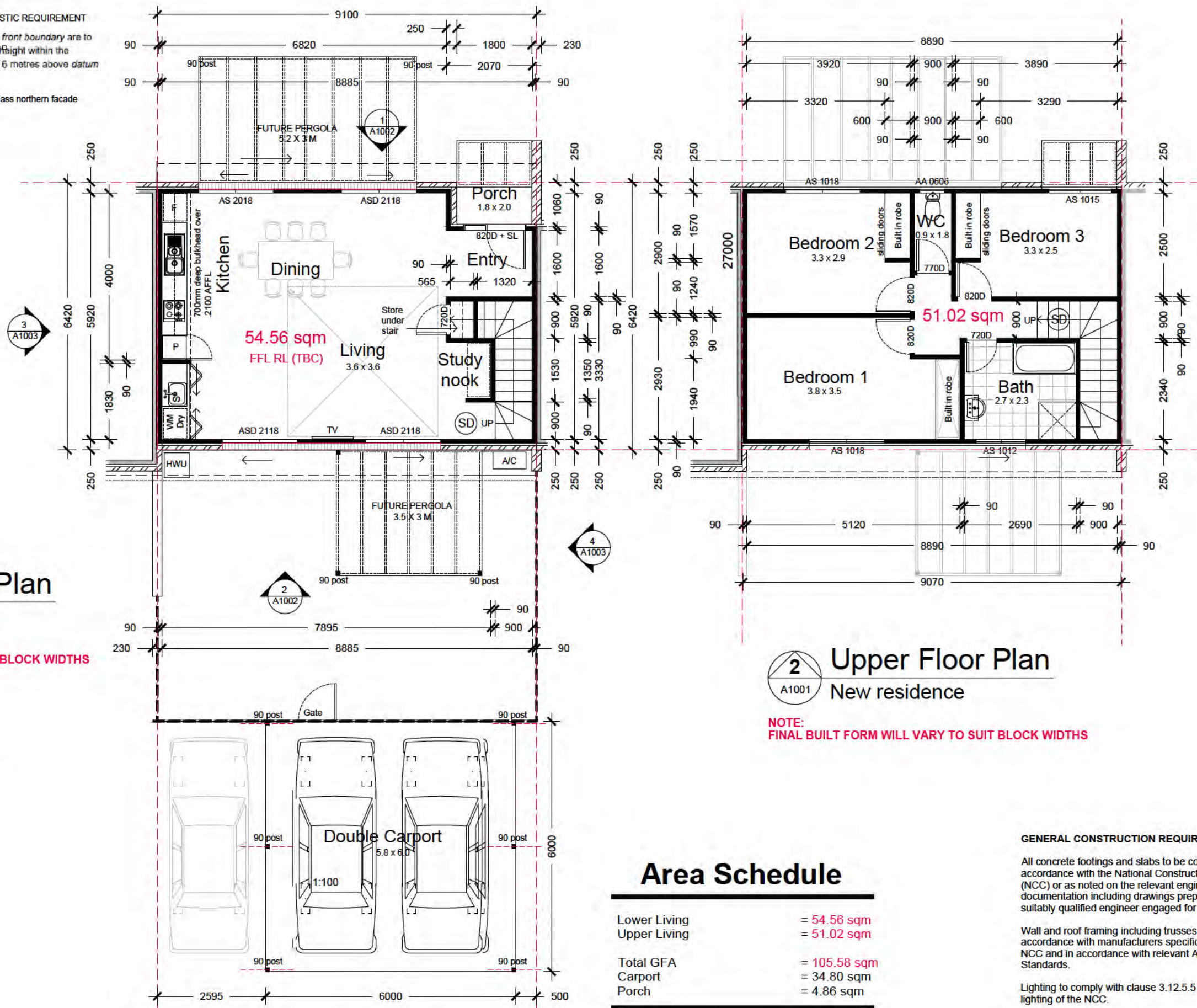
**MINIMUM ACOUSTIC REQUIREMENT**  
 Dwelling walls facing the front boundary are to achieve a minimum wall height within the primary building zone, of 6 metres above datum ground level.  
 + 6.38mm Glass northern facade

## 1 Lower Floor Plan New residence

NOTE:  
FINAL BUILT FORM WILL VARY TO SUIT BLOCK WIDTHS

NOTE:  
FINAL DESIGN IS SUBJECT TO CHANGE AND MAY VARY

**SURVEY NOT AVAILABLE**  
 Levels are indicative and will be subject to review against detailed survey undertaken by **Qualified Surveyor** when the block becomes available



## 2 Upper Floor Plan New residence

NOTE:  
FINAL BUILT FORM WILL VARY TO SUIT BLOCK WIDTHS

### Area Schedule

Lower Living	= 54.56 sqm
Upper Living	= 51.02 sqm
<b>Total GFA</b>	<b>= 105.58 sqm</b>
Carport	= 34.80 sqm
Porch	= 4.86 sqm

#### GENERAL CONSTRUCTION REQUIREMENTS

All concrete footings and slabs to be constructed in accordance with the National Construction Code (NCC) or as noted on the relevant engineering documentation including drawings prepared by the suitably qualified engineer engaged for the project.

Wall and roof framing including trusses to be fixed in accordance with manufacturers specifications and the NCC and in accordance with relevant Australian Standards.

Lighting to comply with clause 3.12.5.5 Artificial lighting of the NCC.

Water heaters to be installed in accordance with requirements of clause 3.12.5.6 of the NCC.



No.	Description	Date

<b>Project</b>	<b>AFFORDABLE HOUSING</b>
BLOCKS 3 & 6 SECTION 2 WHITLAM	BLOCKS 11 & 14 SECTION 2 WHITLAM - MIRROR
<b>Client</b>	<b>PAVILION GROUP</b>

<b>Lower &amp; Upper Floor Plans</b>		<b>A-2001</b>
Project number	JCT 202103007	
Date	14 February 2022	
Checked by	JCT Projects Pty Ltd	
Scale	A3 - 1:100	

**NOTE:**  
FINAL DESIGN IS SUBJECT TO CHANGE AND  
MAY VARY

**SURVEY NOT AVAILABLE**  
Levels are indicative and will be subject to review  
against detailed survey undertaken by **Qualified**  
Surveyor when the block becomes available

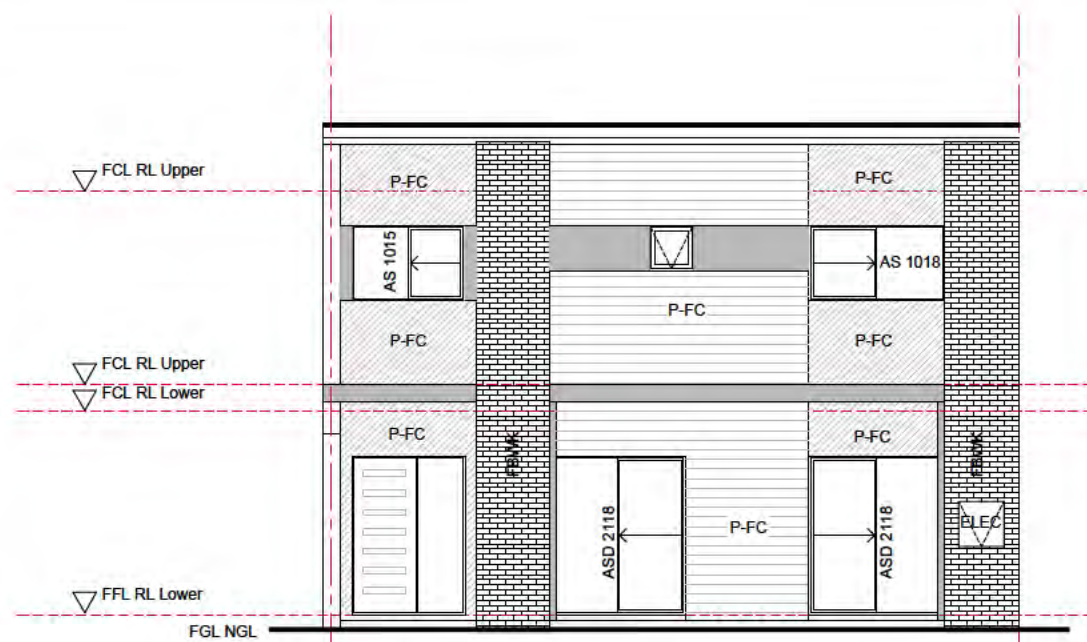
**GENERAL CONSTRUCTION REQUIREMENTS**

All concrete footings and slabs to be constructed in accordance with the National Construction Code (NCC) or as noted on the relevant engineering documentation including drawings prepared by the suitably qualified engineer engaged for the project.

Wall and roof framing including trusses to be fixed in accordance with manufacturers specifications and the NCC and in accordance with relevant Australian Standards.

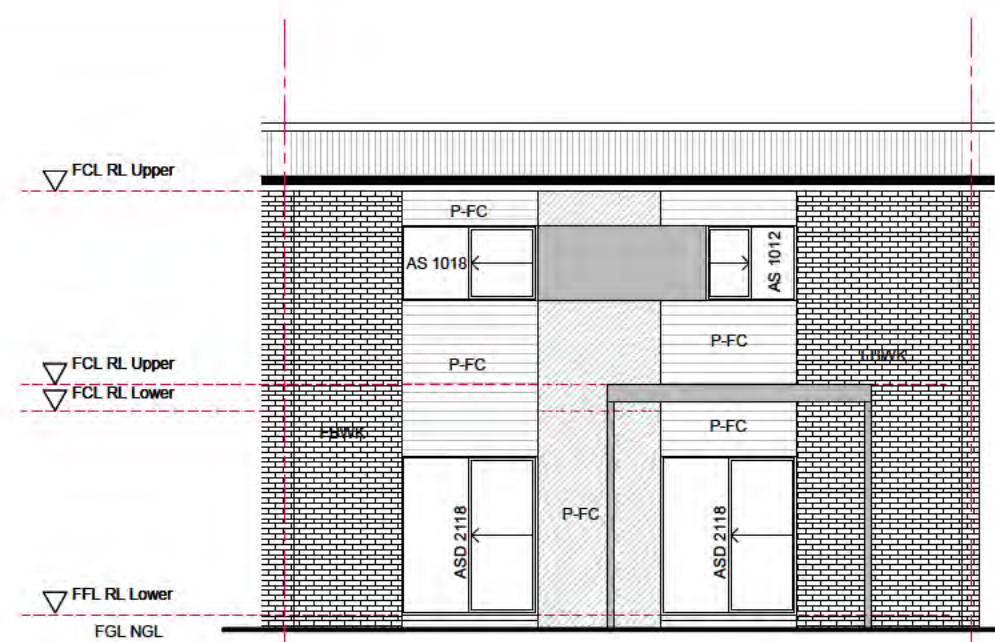
Lighting to comply with clause 3.12.5.5 Artificial lighting of the NCC.

Water heaters to be installed in accordance with requirements of clause 3.12.5.6 of the NCC.



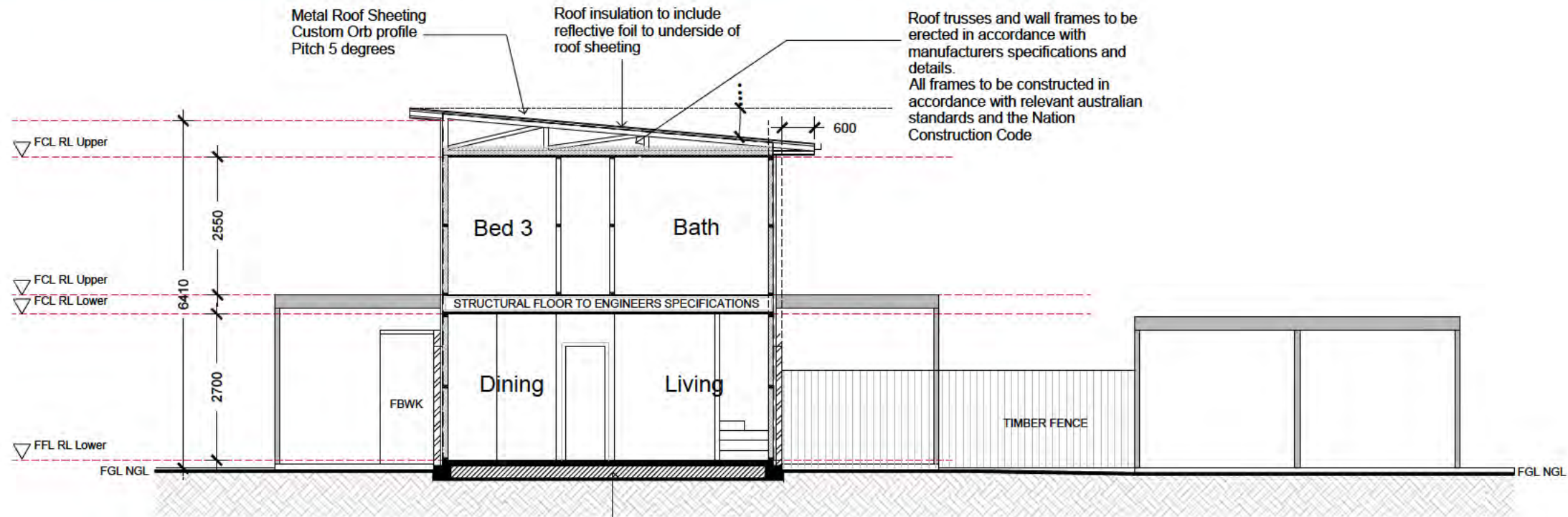
**1** Elevation 1  
A1002 New residence

**NOTE:**  
FINAL BUILT FORM WILL VARY TO SUIT BLOCK WIDTHS



**2** Elevation 2  
A1002 New residence

**NOTE:**  
FINAL BUILT FORM WILL VARY TO SUIT BLOCK WIDTHS



**3** Typical Section  
A1002 New residence

**NOTE:**  
FINAL BUILT FORM WILL VARY TO SUIT BLOCK WIDTHS

Slab and footings to be constructed in accordance with Structural Engineering design and specifications in accordance with the National Construction Code requirements



No.	Description	Date

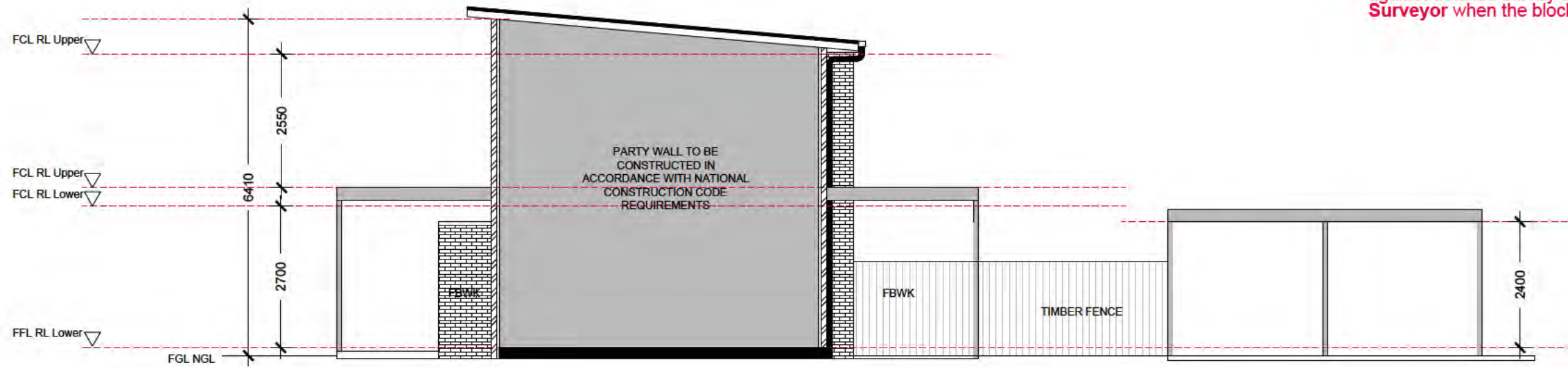
<b>Project</b> AFFORDABLE HOUSING BLOCKS 3 & 6 SECTION 2 WHITLAM BLOCKS 11 & 14 SECTION 2 WHITLAM - MIRRORED
<b>Client</b> PAVILION GROUP

<b>Elevations 1 &amp; 2+ Typical Section</b>	
Project number	JCT 202103007
Date	14 February 2022
Drawn by	
Checked by	JCT Projects Pty Ltd
<b>A-2002</b>	
Scale	A3 - 1:100

Copyright JCT Projects Pty Ltd. Copying all or part of this design or drawing is in breach of copyright law. This document remains the property of JCT Projects. JCT Projects take no responsibility for the design or construction undertaken as illustrated by the design. All liability remains with the selected contractor (Builder). Use of this design accepts these conditions of use.

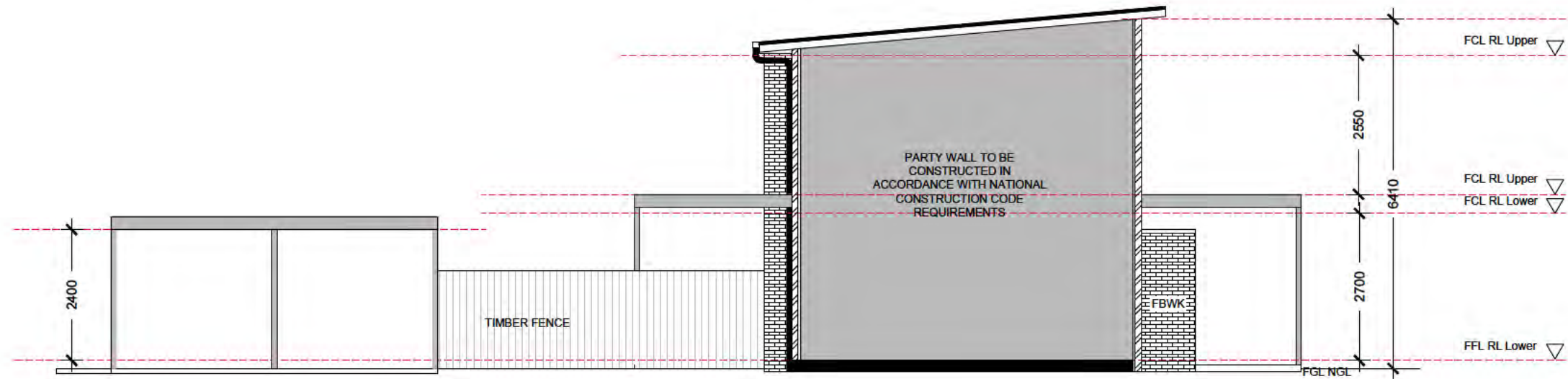
**NOTE:**  
FINAL DESIGN IS SUBJECT TO CHANGE AND  
MAY VARY

**SURVEY NOT AVAILABLE**  
Levels are indicative and will be subject to review  
against detailed survey undertaken by **Qualified  
Surveyor** when the block becomes available



**1** Elevation 3  
A1003 New residence

**NOTE:**  
FINAL BUILT FORM WILL VARY TO SUIT BLOCK WIDTHS



**2** Elevation 4  
A1003 New residence

**NOTE:**  
FINAL BUILT FORM WILL VARY TO SUIT BLOCK WIDTHS

**GENERAL CONSTRUCTION REQUIREMENTS**

All concrete footings and slabs to be constructed in accordance with the National Construction Code (NCC) or as noted on the relevant engineering documentation including drawings prepared by the suitably qualified engineer engaged for the project.

Wall and roof framing including trusses to be fixed in accordance with manufacturers specifications and the NCC and in accordance with relevant Australian Standards.

Lighting to comply with clause 3.12.5.5 Artificial lighting of the NCC.

Water heaters to be installed in accordance with requirements of clause 3.12.5.6 of the NCC.



**PAVILION GROUP**  
Since 1973



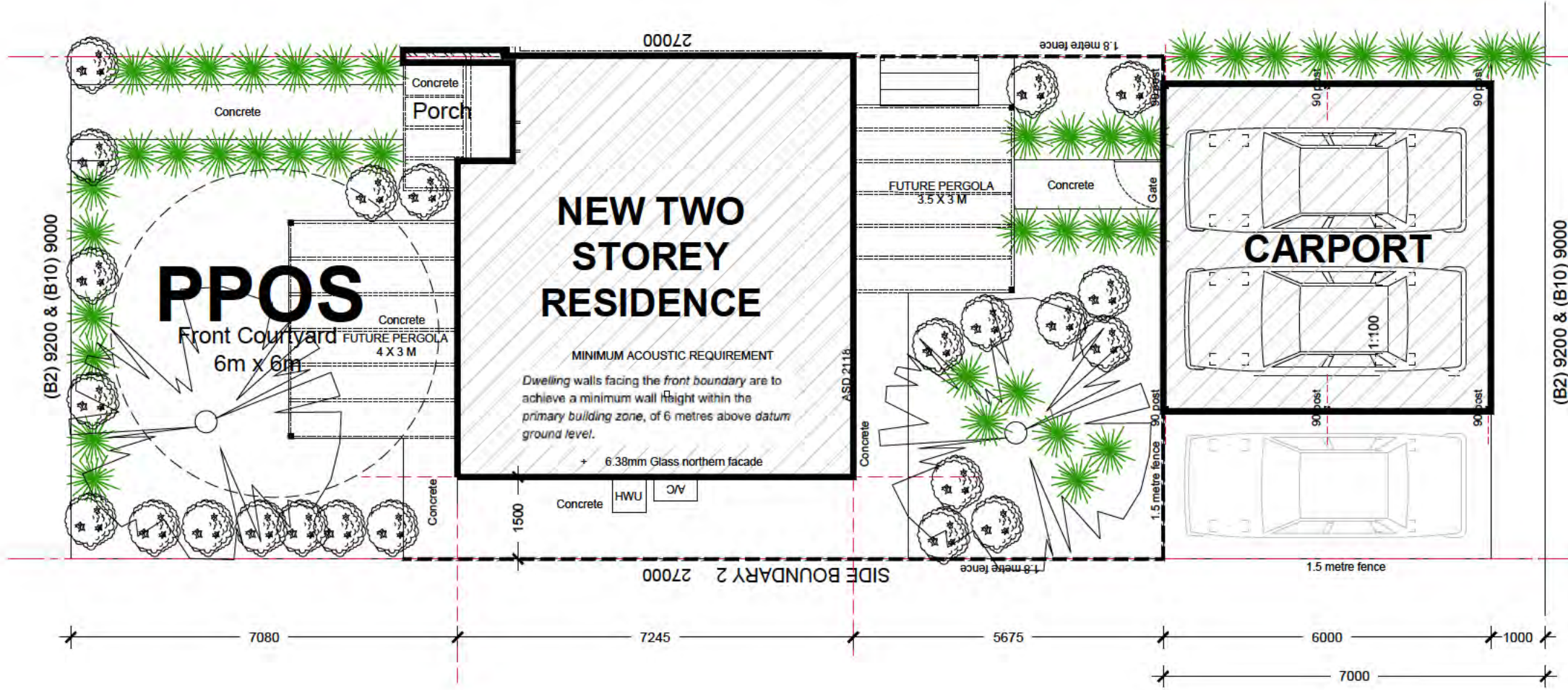
No.	Description	Date

<b>Project</b>	<b>AFFORDABLE HOUSING</b>
	BLOCKS 3 & 6 SECTION 2 WHITLAM BLOCKS 11 & 14 SECTION 2 WHITLAM - MIRRORRED
<b>Client</b>	<b>PAVILION GROUP</b>

<b>Elevations 3 &amp; 4</b>		<b>A-2003</b>
Project number	JCT 202103007	
Date	14 February 2022	
Checked by	JCT Projects Pty Ltd	
Scale	A3 - 1:100	

Copyright JCT Projects Pty Ltd. Copying all or part of this design or drawing is in breach of copyright law. This document remains the property of JCT Projects. JCT Projects take no responsibility for the design or construction undertaken as illustrated by the design. All liability remains with the selected contractor (Builder). Use of this design accepts these conditions of use.

ROAD 4



**1** Site Plan  
A1001 New residence

**NOTE:**  
FINAL BUILT FORM WILL VARY TO SUIT BLOCK WIDTHS

**NOTE:**  
FINAL DESIGN IS SUBJECT TO CHANGE AND MAY VARY

**SURVEY NOT AVAILABLE**  
Levels are indicative and will be subject to review against detailed survey undertaken by **Qualified Surveyor** when the block becomes available

**Area Schedule**

Lower Living	= 53.85 sqm
Upper Living	= 51.16 sqm
Total GFA	= 105.01 sqm
Carport	= 34.80 sqm
Porch	= 4.86 sqm

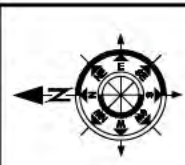
**GENERAL CONSTRUCTION REQUIREMENTS**

All concrete footings and slabs to be constructed in accordance with the National Construction Code (NCC) or as noted on the relevant engineering documentation including drawings prepared by the suitably qualified engineer engaged for the project.

Wall and roof framing including trusses to be fixed in accordance with manufacturers specifications and the NCC and in accordance with relevant Australian Standards.

Lighting to comply with clause 3.12.5.5 Artificial lighting of the NCC.

Water heaters to be installed in accordance with requirements of clause 3.12.5.6 of the NCC.



No.	Description	Date
1	Draft Final Sketch Plans	01.02.2022

**Project**  
**AFFORDABLE HOUSING**  
BLOCKS 2 & 10 SECTION 2 WHITLAM  
BLOCKS 7 & 15 SECTION 2 WHITLAM - MIRRORED  
**Client**  
**PAVILION GROUP**

<b>Site Plan</b>		<b>A-1000</b>
Project number	JCT 202103007	
Date	14 February 2022	
Drawn by	[Signature]	
Checked by	JCT Projects Pty Ltd	Scale A3 - 1:100

**Masonry to NCC Part 3.3**  
 Weather proofing & waterproofing to BCA 3.3.4  
 Masonry Structures to AS 3700  
 Masonry in small buildings to AS 4773  
 Masonry units to AS 4455  
 Wall Ties to AS 2699  
 Flashing & damp proof course to AS2904  
 Articulation, Expansion and Contraction joints to AS 4773.2 unless otherwise noted  
 Weep holes guards required to BAL rated blocks

**External Wall Cladding to NCC Part 3.5.3.**  
 Cladding as selected to manufacturers details and specifications including batter / fixing spacings, sizes and BAL requirements if required

**Wet Areas to comply with:**  
 AS 3740 Internal Wet Areas  
 AS4858 Wet Area Membranes  
 AS 4564 Parts 1 & 2 External waterproofing, roofs, balconies and planters

**SD Smoke alarms to comply with NCC Vol 2 Part 3.7.2.2.**  
 Smoke alarms to hard wired in accordance with the BCA.  
 Note: Smoke alarms are to be interconnected when there is more than one

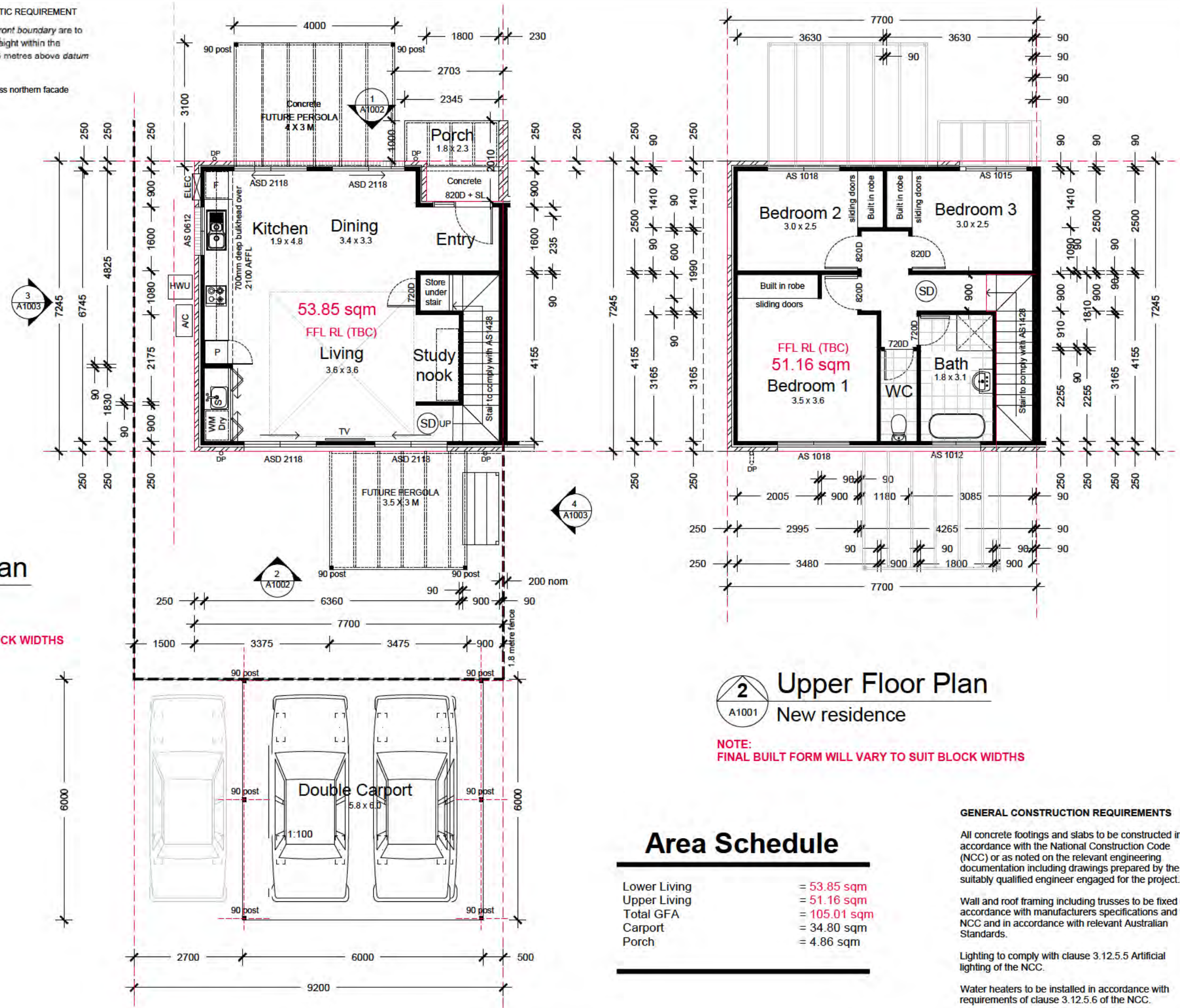
**MINIMUM ACOUSTIC REQUIREMENT**  
 Dwelling walls facing the front boundary are to achieve a minimum wall flight within the primary building zone, of 6 metres above datum ground level.  
 + 6.38mm Glass northern facade

**1 Lower Floor Plan**  
 New residence

**NOTE:**  
 FINAL BUILT FORM WILL VARY TO SUIT BLOCK WIDTHS

**NOTE:**  
 FINAL DESIGN IS SUBJECT TO CHANGE AND MAY VARY

**SURVEY NOT AVAILABLE**  
 Levels are indicative and will be subject to review against detailed survey undertaken by **Qualified Surveyor** when the block becomes available



**2 Upper Floor Plan**  
 New residence

**NOTE:**  
 FINAL BUILT FORM WILL VARY TO SUIT BLOCK WIDTHS

**Area Schedule**

Lower Living	= 53.85 sqm
Upper Living	= 51.16 sqm
Total GFA	= 105.01 sqm
Carport	= 34.80 sqm
Porch	= 4.86 sqm

**GENERAL CONSTRUCTION REQUIREMENTS**

All concrete footings and slabs to be constructed in accordance with the National Construction Code (NCC) or as noted on the relevant engineering documentation including drawings prepared by the suitably qualified engineer engaged for the project.

Wall and roof framing including trusses to be fixed in accordance with manufacturers specifications and the NCC and in accordance with relevant Australian Standards.

Lighting to comply with clause 3.12.5.5 Artificial lighting of the NCC.

Water heaters to be installed in accordance with requirements of clause 3.12.5.6 of the NCC.

		Project <b>AFFORDABLE HOUSING</b> BLOCKS 2 & 10 SECTION 2 WHITLAM BLOCKS 7 & 15 SECTION 2 WHITLAM - MIRRORED	Lower & Upper Floor Plans	
		Client <b>PAVILION GROUP</b>	Project number JCT 202103007	<b>A-1001</b>
			Date 14 February 2022	
			Drawn by [Signature]	
			Checked by JCT Projects Pty Ltd	Scale A3 - 1:100

**NOTE:**  
FINAL DESIGN IS SUBJECT TO CHANGE AND MAY VARY

**SURVEY NOT AVAILABLE**  
Levels are indicative and will be subject to review against detailed survey undertaken by Qualified Surveyor when the block becomes available

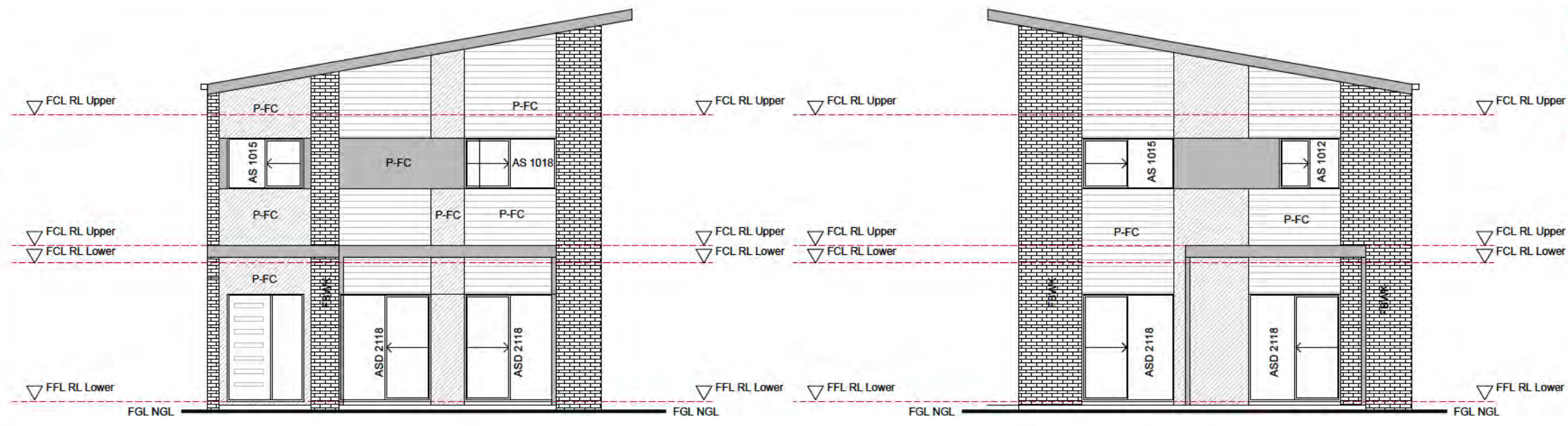
**GENERAL CONSTRUCTION REQUIREMENTS**

All concrete footings and slabs to be constructed in accordance with the National Construction Code (NCC) or as noted on the relevant engineering documentation including drawings prepared by the suitably qualified engineer engaged for the project.

Wall and roof framing including trusses to be fixed in accordance with manufacturers specifications and the NCC and in accordance with relevant Australian Standards.

Lighting to comply with clause 3.12.5.5 Artificial lighting of the NCC.

Water heaters to be installed in accordance with requirements of clause 3.12.5.6 of the NCC.

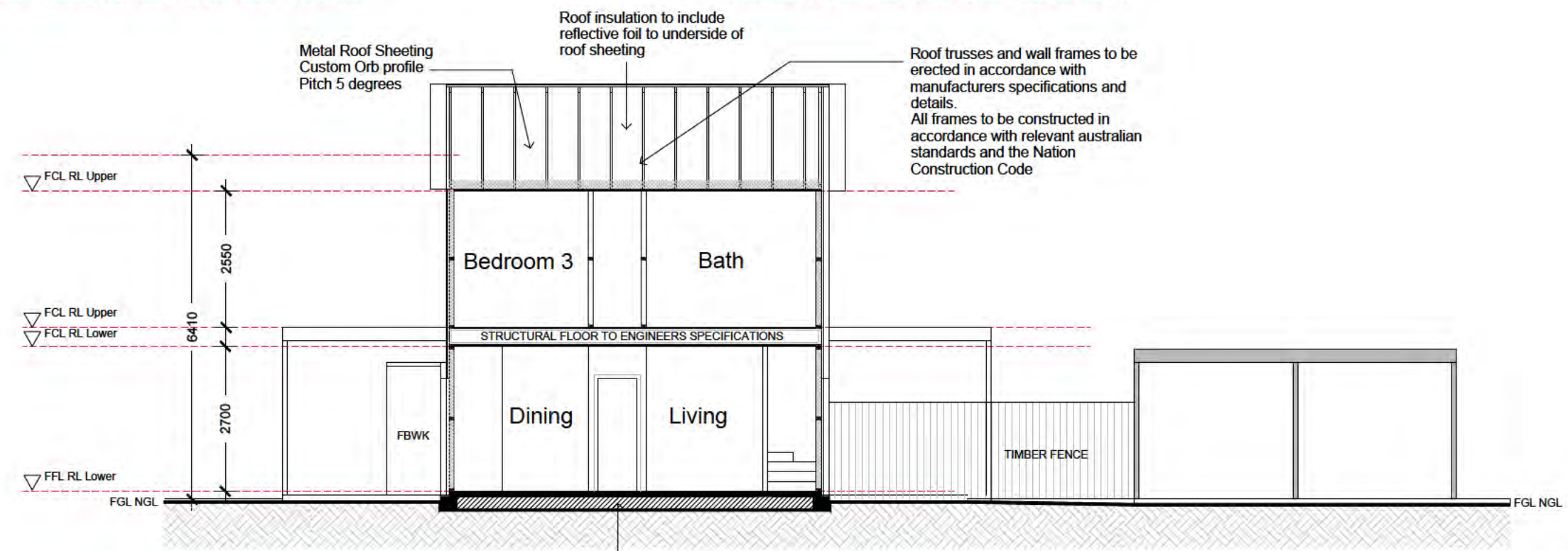


**1** Elevation 1  
A1002 New residence

**NOTE:**  
FINAL BUILT FORM WILL VARY TO SUIT BLOCK WIDTHS

**2** Elevation 2  
A1002 New residence

**NOTE:**  
FINAL BUILT FORM WILL VARY TO SUIT BLOCK WIDTHS



**3** Typical Section  
A1002 New residence

**NOTE:**  
FINAL BUILT FORM WILL VARY TO SUIT BLOCK WIDTHS



No.	Description	Date

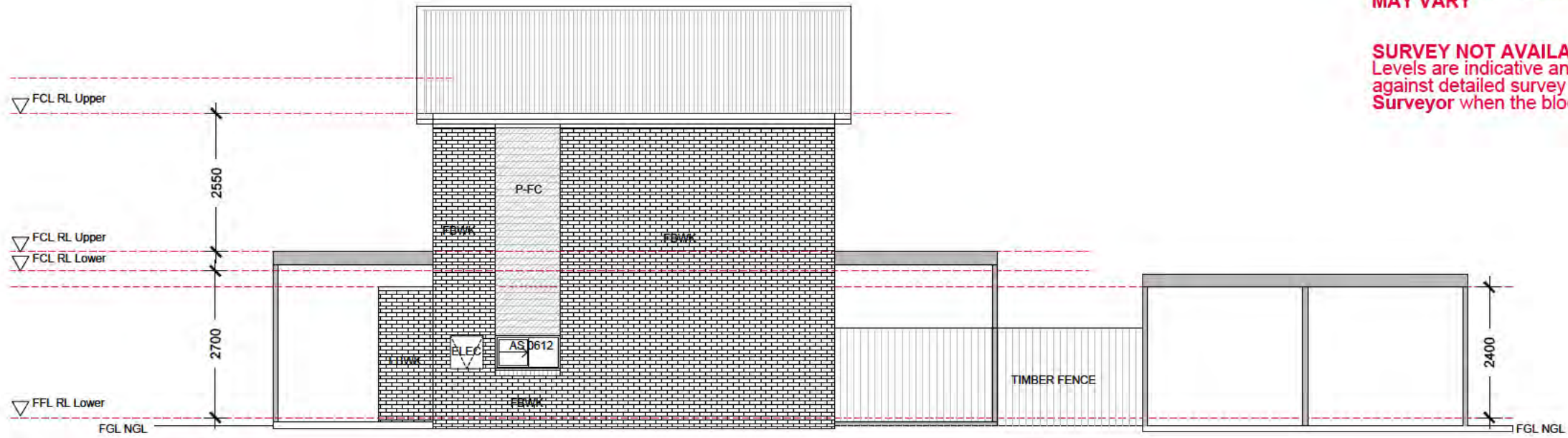
<b>Project</b>	
<b>AFFORDABLE HOUSING</b>	
BLOCKS 2 & 10 SECTION 2 WHITLAM BLOCKS 7 & 15 SECTION 2 WHITLAM-MIRRORED	
<b>Client</b>	
<b>PAVILION GROUP</b>	

<b>Elevations 1 &amp; 2+ Typical Section</b>	
Project number	JCT 202103007
Date	14 February 2022
Drawn by	
Checked by	JCT Projects Pty Ltd
<b>A-1002</b>	
Scale	A3 - 1:100

Copyright JCT Projects Pty Ltd. Copying all or part of this design or drawing is in breach of copyright law. This document remains the property of JCT Projects. JCT Projects take no responsibility for the design or construction undertaken as illustrated by the design. All liability remains with the selected contractor (Builder). Use of this design accepts these conditions of use.

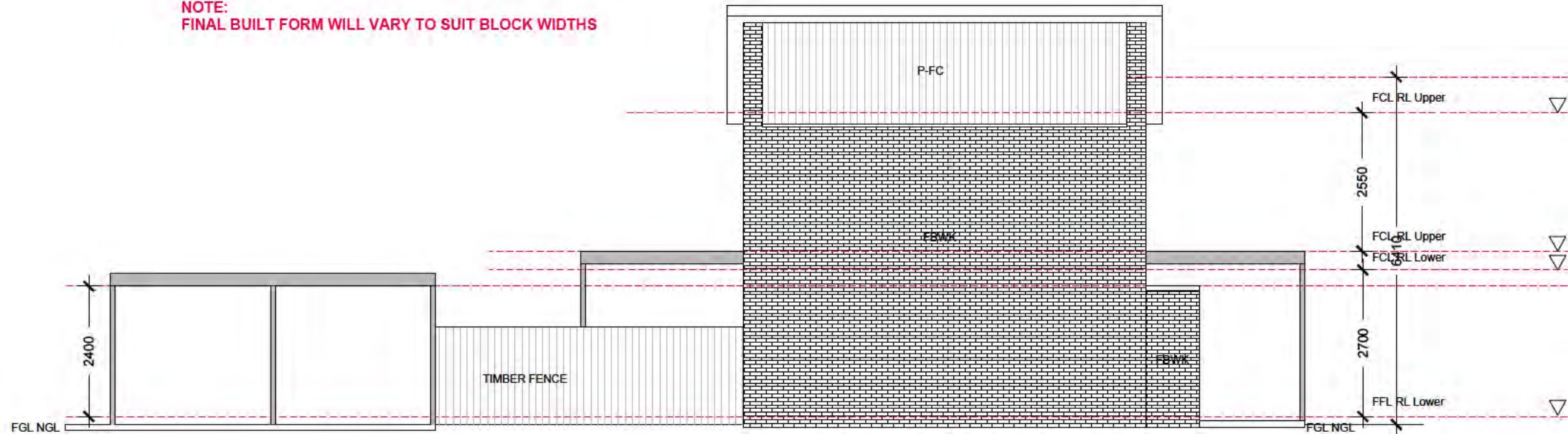
**NOTE:**  
FINAL DESIGN IS SUBJECT TO CHANGE AND  
MAY VARY

**SURVEY NOT AVAILABLE**  
Levels are indicative and will be subject to review  
against detailed survey undertaken by **Qualified  
Surveyor** when the block becomes available



**1** Elevation 3  
A1003 New residence

**NOTE:**  
FINAL BUILT FORM WILL VARY TO SUIT BLOCK WIDTHS



**2** Elevation 4  
A1003 New residence

**NOTE:**  
FINAL BUILT FORM WILL VARY TO SUIT BLOCK WIDTHS

**GENERAL CONSTRUCTION REQUIREMENTS**

All concrete footings and slabs to be constructed in accordance with the National Construction Code (NCC) or as noted on the relevant engineering documentation including drawings prepared by the suitably qualified engineer engaged for the project.

Wall and roof framing including trusses to be fixed in accordance with manufacturers specifications and the NCC and in accordance with relevant Australian Standards.

Lighting to comply with clause 3.12.5.5 Artificial lighting of the NCC.

Water heaters to be installed in accordance with requirements of clause 3.12.5.6 of the NCC.



**PAVILION GROUP**  
Since 1973



No.	Description	Date

**Project**  
**AFFORDABLE HOUSING**

BLOCKS 2 & 10 SECTION 2 WHITLAM  
BLOCKS 7 & 15 SECTION 2 WHITLAM-MIRRORED

**Client**  
**PAVILION GROUP**

**Elevations 3 & 4**

Project number JCT 202103007

Date 14 February 2022

Checked by JCT Projects Pty Ltd

**A-1003**

Scale A3 - 1:100