

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



DATE OF THIS CONTRACT		Block	Section	Division/District
				Whitlam
STAGE		as described in the Whitlam Housing Development Guidelines		
OCCUPANCY		Vacant Possession		
CO-OWNERSHIP	Mark one <i>See clause 14</i>	<input type="checkbox"/> Tenants in common <i>(Show shares)</i>		<input type="checkbox"/> Joint Tenants
CROWN LEASE ELECTION		<input type="checkbox"/> Land Rent Affordable Housing Lease		<input type="checkbox"/> Standard Affordable Housing Lease
SELLER	Full name ABN Address	Suburban Land Agency 27 105 505 367 480 Northbourne Avenue, Dickson ACT 2602		
SELLER'S SOLICITOR	Firm	Clayton Utz		
	Ref	Sch 2.2(a)(ii)		
	Phone	02 6279 4036		
	Fax	02 6279 4099		
	Address	Level 10, 2 Phillip Law St Canberra ACT 2601		
	Email	conveyancing@claytonutz.com		
BUYER	Full Name			
	ACN/ABN			
	Address			
	Email			
BUYER'S SOLICITOR	Firm			
	Ref			
	Phone			
	Fax			
	Address			
	Email			
RESIDENTIAL WITHHOLDING TAX	<i>Clause 46</i>	New Residential Premises?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
		Potential Residential Land?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
		RW Amount required to be paid?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
PRICE	Price	\$ (The Price is GST inclusive)		
	Less Deposit	\$ (5% of Price) – see clause 2.		
	Balance	\$		
EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE	<i>Clause 3</i>	60 days after the last date in the Estimated Date Range for Works		
DATE FOR COMPLETION	<i>Clause 4</i>	In accordance with clause 4.2.		
ESTIMATED DATE RANGE FOR WORKS	<i>Clause 5</i>			
STANDARD ANNEXURES	<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		
SPECIAL CONDITIONS	<i>Indicate if 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.

Supplier	Name	Suburban Land Agency		
	ABN	27 105 505 367	Phone	(02) 6205 0600
	Business address	480 Northbourne Avenue, Dickson ACT 2602		
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:			100%
	RW Percentage:			7 %
	RW Amount (i.e. 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 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 default 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' 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 or 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;

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:

- (c) 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;

- (d) the singular includes the plural, and the plural includes the singular;
- (e) a reference to a person includes a body corporate;
- (f) a term not otherwise defined has the meaning in the Legislation Act 2001 (ACT); and
- (g) 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

ANNEXURE B –SPECIMEN CROWN LEASES

ANNEXURE C - FINANCIAL ADVICE CERTIFICATE

ANNEXURE D - STATUTORY DECLARATION



ACT
Government

Suburban Land
Agency

QUESTIONS AND ANSWERS FOR THE SALE OF SINGLE RESIDENTIAL LOTS FOR AFFORDABLE HOUSING IN WHITLAM

**ISSUED IN ACCORDANCE WITH PARAGRAPH 13.1 OF THE REQUEST
FOR TENDER**

**Q1. How do we find the site disclosure plans for the Whitlam
Affordable Housing packaged lots?**

A1. Contours for blocks can be determined by referring to the Block Details Plan and Block Fill Plans. These Plans are included in the Whitlam Affordable Housing Development Guide, which is provided as part of the sales documents for this release as Annexure A to the First Grant Contract.

Dated: 9 July 2020

Date: **dd month year**

From: Hillcrest, Jessica
Sent: Monday, 13 July 2020 2:25 PM
To: Mayo, Tracy
Cc: Valeri, Teagan; Cox, Simon; Jagarinec, Katrina; Terracini, Stephen
Subject: RE: Tender No 062020.Whitlam.Aff - Whitlam Affordable Housing 19 Packaged Lots (140 Blocks)

UNCLASSIFIED

Hi Tracy,

The builders will be purchasing the blocks of land and undertaking construction on the land that they purchase – hence they are not required to be prequalified. The requirements are simply being instituted through sales contracts including the Project Delivery Deeds, just as we do with any sale of land with affordable requirements.

If we were procuring/engaging the builders to build on Territory-owned land we would have required them to be prequalified and to meet the requirements of the Secure Local Jobs Code and Local Industry Participation Policy.

Thanks,
Jess

From: Mayo, Tracy <Tracy.Mayo@act.gov.au>
Sent: Monday, 13 July 2020 1:41 PM
To: Hillcrest, Jessica <Jessica.Hillcrest@act.gov.au>
Cc: Valeri, Teagan <Teagan.Valeri@act.gov.au>; Cox, Simon <Simon.Cox@act.gov.au>; Jagarinec, Katrina <Katrina.Jagarinec@act.gov.au>; Terracini, Stephen <Stephen.Terracini@act.gov.au>
Subject: FW: Tender No 062020.Whitlam.Aff - Whitlam Affordable Housing 19 Packaged Lots (140 Blocks)

UNCLASSIFIED

Hi Jess,
Please see below email from Noel, Major Projects Team in relation to the prequalification aspect of the Whitlam Affordable Housing RFT.
Thanks
Tracy

From: Bradfield, Noel <Noel.Bradfield@act.gov.au>
Sent: Monday, 13 July 2020 11:28 AM
To: Mayo, Tracy <Tracy.Mayo@act.gov.au>
Cc: Grey, DavidE <DavidE.Grey@act.gov.au>
Subject: Tender No 062020.Whitlam.Aff - Whitlam Affordable Housing 19 Packaged Lots (140 Blocks)

UNCLASSIFIED

Good morning Tracy

I refer to the RFT for the above tender.

I note that Section 2.2 “The Successful Tenderer for each Lot will be required to construct Affordable Dwellings on one or more identified Blocks,,,,,” and I notice that there are no provisions for the Prequalification of proposed tenderers.

The ACT Government has had Prequalification scheme for the Construction Industry since 1993 – Major Projects Canberra web site <https://www.act.gov.au/majorprojectscanberra/prequalification> refers.

The ACT Government should be seen to be consistent with Prequalification requirements as Housing ACT is currently using Prequalification for its five year program of construction works.

I am happy to advise on any aspect of Prequalification if required.

Please feel free to contact me on the numbers below.

Regards

Noel Bradfield
Director
Contracts and Prequalification
Project Development and Support
Major Projects Canberra | ACT Government

Phone: 02 6207 7154 M Sch 2.2(a)(ii)

Nature Conservation House, Corner of Benjamin Way and Emu Bank, BELCONNEN ACT 2617
PO Box 158, CANBERRA ACT 2601 | www.act.gov.au



ACT
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Agency

QUESTIONS AND ANSWERS FOR THE SALE OF SINGLE RESIDENTIAL LOTS FOR AFFORDABLE HOUSING IN WHITLAM

**ISSUED IN ACCORDANCE WITH PARAGRAPH 13.1 OF THE REQUEST
FOR TENDER**

**Q1. How do we find the site disclosure plans for the Whitlam
Affordable Housing packaged lots?**

A1. Contours for blocks can be determined by referring to the Block Details Plan and Block Fill Plans. These Plans are included in the Whitlam Affordable Housing Development Guide, which is provided as part of the sales documents for this release as Annexure A to the First Grant Contract.

Q2. Where do we find the expected settlement dates for the blocks?

A2. The land is being sold as land not ready. The Estimated Date Range for Works to be included in the relevant First Grant Contracts are:
Section 12: 01 November 2020 to 31 March 2021;
Section 2, 3, 26, 27, 31: 01 March 2021 to 30 June 2020; and
Section BC, BO, BU, BV: 01 November 2021 to 30 June 2022.

Tenderers should familiarise themselves with Clause 5 of the First Grant Contract with respect to Works.

In accordance with Clause 4 of the First Grant Contract, the Date for Completion (settlement) will be the date that is 30 working days from when the Seller serves the lease on the Buyer.

Dated: 21 July 2020



QUESTIONS AND ANSWERS FOR THE SALE OF SINGLE RESIDENTIAL LOTS FOR AFFORDABLE HOUSING IN WHITLAM

ISSUED IN ACCORDANCE WITH PARAGRAPH 13.1 OF THE REQUEST FOR TENDER

Q1. How do we find the site disclosure plans for the Whitlam Affordable Housing packaged lots?

A1. Contours for blocks can be determined by referring to the Block Details Plan and Block Fill Plans. These Plans are included in the Whitlam Affordable Housing Development Guide, which is provided as part of the sales documents for this release as Annexure A to the First Grant Contract.

Q2. Where do we find the expected settlement dates for the blocks?

A2. The land is being sold as land not ready. The Estimated Date Range for Works to be included in the relevant First Grant Contracts are:
Section 12: 01 November 2020 to 31 March 2021;
Section 2, 3, 26, 27, 31: 01 March 2021 to 30 June 2020; and
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Tenderers should familiarise themselves with Clause 5 of the First Grant Contract with respect to Works.

In accordance with Clause 4 of the First Grant Contract, the Date for Completion (settlement) will be the date that is 30 working days from when the Seller serves the lease on the Buyer.

Q3. What is the interplay between Affordable Housing Lease and the Affordable Housing price threshold?

a) **For a buyer, if they accept an Affordable Housing Lease (or Land Rent Affordable Housing Lease) is the Affordable Housing Price Threshold maximum (\$434k) reduced by the amount of any**

discount on land price as a result of the 5 yr. restriction on transfer?

b) For a developer, is there still an ability to sell completed affordable homes, even with an Affordable Housing Lease, at the maximum price of \$434k? If so, isn't it the developer that benefits from the reduced land price under an Affordable Housing Lease rather than the eligible lower income buyer who wears the 5 yr. restriction on transfer?

A3. Firstly, Affordable Housing Leases will include a 3 year restriction on transfer (not a 5 year restriction).

The Affordable Housing Threshold (the maximum price for a dwelling greater than 105m² is currently \$434,000) is the total price for the house and land package. Based on the housing type and location, there is potential that the value of the house and land package may increase over time. The 3 year restriction on transfer is intended to manage this.

Independent valuations for these blocks will determine the price for each block. If block prices are affected by the 3 year restriction on transfer, this benefits both Eligible Buyers and Successful Tenderers: Successful Tenderers can spend more on construction of the home while the buyer has access to a completed house and land package at the Affordable Housing Threshold.

Q4. Is it allowable for community housing providers as respondents to the RFT to develop and retain some or all of the affordable housing developed, on a Land Rent Affordable Housing Lease, for provision as long term affordable rentals, instead of being required to sell them all? This may provide a way to achieve other housing affordability objectives of the ACT Government.

A4. If a registered Community Housing Provider is a Successful Tenderer they will be required to sell the Affordable Housing Dwellings to Eligible Home Buyers as part of the Affordable Housing Scheme requirements in the Project Delivery Deed. While registered Community Housing Providers fall within the definition of an Eligible Home Buyer in the Project Delivery Deed, as they meet the eligibility criteria for the Affordable Housing Scheme, the purchase of Affordable Dwellings must be offered to individual Eligible Home Buyers (from the database, that are not Community Housing Providers) before being offered to

Community Housing Providers. Therefore, there is no guarantee the same registered Community Housing Provider will also be a successful Eligible Buyer.

If a registered Community Housing Provider was both a Successful Tenderer and a successful Eligible Home Buyer there is potential for them to retain ownership of the house and land package as part of the Affordable Housing Scheme. It would then be at the discretion of the registered Community Housing Provider to determine the use of the house and land package.

The grant and use of a Land Rent Affordable Housing Lease must be in accordance with the *Land Rent Act 2008* and the Eligibility Criteria for Land Rent, as well as the specific terms of the Lease, noting that not all registered Community Housing Providers are eligible for a Land Rent Lease.

Dated: 24 July 2020

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



Volume	Folio
CONDITIONS APPLICABLE	
MOP (No.)	Annexure

SPECIMEN ONLY

LEASE No

AUSTRALIAN CAPITAL TERRITORY
CROWN LEASE

SPECIMEN ONLY

PLANNING AND DEVELOPMENT ACT 2007

AUSTRALIAN CAPITAL TERRITORY (PLANNING & LAND MANAGEMENT) ACT 1988 (C'th) 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. 2,000,050 REGISTERED IN THE REGISTRAR-GENERAL'S OFFICE AND/OR ANY PROVISIONS SET OUT IN ANY ANNEXURE ARE PART OF THIS LEASE.

THIS DOCUMENT MUST BE LODGED AT THE REGISTRAR-GENERAL'S OFFICE FOR REGISTRATION

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	DEPOSITED PLAN	APPROXIMATE AREA
				square metres

2. LESSEE'S NAME AND ADDRESS

3. 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

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



QUESTIONS AND ANSWERS FOR THE SALE OF SINGLE RESIDENTIAL LOTS FOR AFFORDABLE HOUSING IN WHITLAM

ISSUED IN ACCORDANCE WITH PARAGRAPH 13.1 OF THE REQUEST FOR TENDER

Q1. How do we find the site disclosure plans for the Whitlam Affordable Housing packaged lots?

A1. Contours for blocks can be determined by referring to the Block Details Plan and Block Fill Plans. These Plans are included in the Whitlam Affordable Housing Development Guide, which is provided as part of the sales documents for this release as Annexure A to the First Grant Contract.

Q2. Where do we find the expected settlement dates for the blocks?

A2. The land is being sold as land not ready. The Estimated Date Range for Works to be included in the relevant First Grant Contracts are:
Section 12: 01 November 2020 to 31 March 2021;
Section 2, 3, 26, 27, 31: 01 March 2021 to 30 June 2020; and
Section BC, BO, BU, BV: 01 November 2021 to 30 June 2022.

Tenderers should familiarise themselves with Clause 5 of the First Grant Contract with respect to Works.

In accordance with Clause 4 of the First Grant Contract, the Date for Completion (settlement) will be the date that is 30 working days from when the Seller serves the lease on the Buyer.

Q3. What is the interplay between Affordable Housing Lease and the Affordable Housing price threshold?

a) For a buyer, if they accept an Affordable Housing Lease (or Land Rent Affordable Housing Lease) is the Affordable Housing Price Threshold maximum (\$434k) reduced by the amount of any discount on land price as a result of the 5 yr. restriction on transfer?

b) For a developer, is there still an ability to sell completed affordable homes, even with an Affordable Housing Lease, at the maximum price of \$434k? If so, isn't it the developer that benefits from the reduced land price under an Affordable Housing Lease rather than the eligible lower income buyer who wears the 5 yr. restriction on transfer?

A3. Firstly, Affordable Housing Leases will include a 3 year restriction on transfer (not a 5 year restriction).

The Affordable Housing Threshold (the maximum price for a dwelling greater than 105m² is currently \$434,000) is the total price for the house and land package. Based on the housing type and location, there is potential that the value of the house and land package may increase over time. The 3 year restriction on transfer is intended to manage this.

Independent valuations for these blocks will determine the price for each block. If block prices are affected by the 3 year restriction on transfer, this benefits both Eligible Buyers and Successful Tenderers: Successful Tenderers can spend more on construction of the home while the buyer has access to a completed house and land package at the Affordable Housing Threshold.

Q4. Is it allowable for community housing providers as respondents to the RFT to develop and retain some or all of the affordable housing developed, on a Land Rent Affordable Housing Lease, for provision as long term affordable rentals, instead of being required to sell them all? This may provide a way to achieve other housing affordability objectives of the ACT Government.

A4. If a registered Community Housing Provider is a Successful Tenderer they will be required to sell the Affordable Housing Dwellings to Eligible Home Buyers as part of the Affordable Housing Scheme requirements in the Project Delivery Deed. While registered Community Housing Providers fall within the definition of an Eligible Home Buyer in the Project Delivery Deed, as they meet the eligibility criteria for the Affordable Housing Scheme, the purchase of Affordable Dwellings must be offered to individual Eligible Home Buyers (from the database, that are not Community Housing Providers) before being offered to Community Housing Providers. Therefore, there is no guarantee the same registered Community Housing Provider will also be a successful Eligible Buyer.

If a registered Community Housing Provider was both a Successful Tenderer and a successful Eligible Home Buyer there is potential for them to retain ownership of the house and land package as part of the Affordable Housing Scheme. It would then be at the discretion of the registered Community Housing Provider to determine the use of the house and land package.

The grant and use of a Land Rent Affordable Housing Lease must be in accordance with the *Land Rent Act 2008* and the Eligibility Criteria for Land Rent, as well as the specific terms of the Lease, noting that not all registered Community Housing Providers are eligible for a Land Rent Lease.

Q5. Is it envisioned that these will be "rear loading" homes, that is, garages to rear, with pedestrian street access to the front of the home from road 34?

A5. Section 2 blocks will be 'rear loaded' with garages accessed from Criterion Lane (Road 35 rear lane) and pedestrian access to the front from Road 34 or Toeplitz Street.

Q6. Section 12 - Will we be able to use integrated party walls?

A6. Section 12 is nominated as an 'integrated housing parcel' on the block details plan. This integrated housing parcel will need to comply with all relevant rules in the Single Dwelling Housing Development Code and the Whitlam precinct code.
For more information on Integrated Housing please contact EPSDD (02) 6207 1923

Q7. Section BU - Will this also be an integrated development?

A7. Section BU is not nominated as an 'integrated development parcel' as defined in the Territory Plan (attached). Section BU is a standard terrace development site.

Q.8 Is there a Precinct Code for Whitlam?

A.8 Technical Amendment 2020-06 to the Territory Plan 2008 applies:
<https://www.legislation.act.gov.au/View/ni/2020-462/20200731-74734/PDF/2020-462.PDF>

Dated: 14 August 2020



ADDENDUM 1

FOR

WHITLAM AFFORDABLE HOUSING REQUEST FOR TENDER

ISSUED IN ACCORDANCE WITH 26.1 OF THE REQUEST FOR TENDER

7 August 2020

1. Specimen Leases

The Environment Planning Sustainability and Development Directorate (EPSDD) is preparing the Specimen Leases which are Attachment C of the RFT. The Specimen Leases will be provided as an Addendum, once finalised by EPSDD.

The Specimen Leases will be as follows:

a. Specimen Standard Lease

The form of Specimen Standard Lease is at Attachment 1 of this Addendum 1.

b. Specimen Land Rent Lease

The Specimen Land Rent Lease will be in the form as at Attachment 2 of this Addendum with an additional clause that provides that the Lessee must not install or use a solid fuel heating system on the Premises without the prior written approval of the Authority.

c. Specimen Standard Affordable Housing Lease

The Specimen Standard Affordable Housing Lease will be in the form as at Attachment 1 of this Addendum with an additional clause that provides that the Lessee must not assign or transfer ("assignment") the whole or any portion of the premises within three (3) years of the date of grant of the lease unless the prior written consent to the assignment by the relevant Directorate and the Authority.

d. Specimen Land Rent Affordable Housing Lease

The Specimen Land Rent Affordable Housing Lease will be in the form of the Specimen Land Rent Lease with an additional clause that provides that the Lessee must not assign or transfer ("assignment") the whole or any portion of the premises within three (3) years of the date of grant of the lease unless the prior written consent to the assignment by the relevant Directorate and the Authority has been obtained.

2. Closing Time

In accordance with paragraph 27.1 of the RFT, the Closing Time is extended to 2pm, 8 October 2020.

As a result the RFT is amended as follows:

- a. RFT - front cover "20 August 2020" is deleted and replaced with "8 October 2020"
- b. the table at section 12 of the RFT is deleted and replaced with the following:

RFT task	Date
RFT release	25 June 2020
Last day for asking clarification questions	17 September 2020
Tender Closing Time	2pm, 8 October 2020
Notify relevant Tenderers of Successful Tenderer status	10 November 2020
Notify unsuccessful Tenderers	17 November 2020
Settlement	30 business days from the date the lease is served on the buyer

The information contained in this Addendum 1 forms part of the RFT.

Tenderers must, on submitting a Tender, respond to the RFT as amended by all addenda.

Attachment 1 - Specimen Standard Lease

Attachment 2 - Specimen Land Rent Lease



QUESTIONS AND ANSWERS FOR THE SALE OF SINGLE RESIDENTIAL LOTS FOR AFFORDABLE HOUSING IN WHITLAM

ISSUED IN ACCORDANCE WITH PARAGRAPH 13.1 OF THE REQUEST FOR TENDER

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Q2. Where do we find the expected settlement dates for the blocks?

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Q5. Is it envisioned that these will be "rear loading" homes? That is, garages to rear, with pedestrian street access to the front of the home from road 34?

A5. Section 2 blocks will be 'rear loaded' with garages accessed from Criterion Lane (Road 35 rear lane) and pedestrian access to the front from Road 34 or Toeplitz Street.

Q6. Section 12 - Will we be able to use integrated party walls?

A6. Section 12 is nominated as a 'integrated housing parcel' on the block details plan. This integrated housing parcel will need to comply with all relevant rules in the Single Dwelling Housing Development Code and the Whitlam precinct code.
For more information on Integrated Housing please contact ACTPLA (02) 6207 1923

Q7. Section BU - Will this also be an integrated development?

A8. Section BU is not nominated as an 'integrated development parcel' as defined in the Territory Plan (attached). Section BU is a standard terrace development site.

Dated: 11 August 2020

From: Mayo, Tracy
Sent: Wednesday, 12 August 2020 8:28 AM
To: tendersACT
Subject: For Publishing on TendersACT: Addendum 1 - 062020.Whitlam.Aff
Attachments: 20200807_Whitlam AH RFT_Addendum 1.pdf; 20200807_Specimen Standard Lease - Attachment 1.PDF; 20200807_Specimen Land Rent Lease - Attachment 2.PDF

Importance: High

OFFICIAL

Good morning

Please find attached Addendum 1 for the Whitlam Affordable Housing RFT.

Which amends the closing date of the tender from 20/08/2020 to 2pm on the 08/10/2020 – if you can kindly arrange to publish this Addendum and adjust the closing date on TendersACT.

Many thanks

Tracy

Tracy Mayo

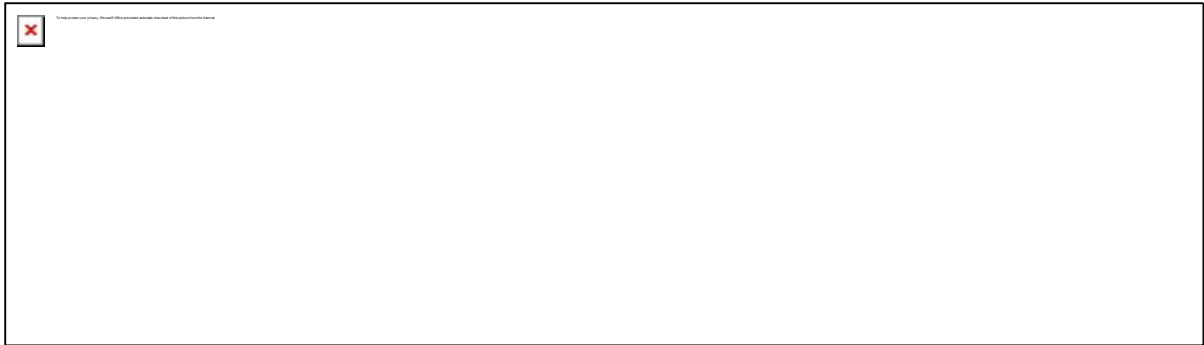
Sales & Client Services Officer

T: 02 6205 4062 | 02 6205 0600

Suburban Land Agency | ACT Government

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

www.suburbanland.act.gov.au  facebook.com/suburbanland  twitter.com/suburbanland



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QUESTIONS AND ANSWERS FOR THE SALE OF SINGLE RESIDENTIAL LOTS FOR AFFORDABLE HOUSING IN WHITLAM

ISSUED IN ACCORDANCE WITH PARAGRAPH 13.1 OF THE REQUEST FOR TENDER

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A1. Contours for blocks can be determined by referring to the Block Details Plan and Block Fill Plans. These Plans are included in the Whitlam Affordable Housing Development Guide, which is provided as part of the sales documents for this release as Annexure A to the First Grant Contract.

Q2. Where do we find the expected settlement dates for the blocks?

A2. The land is being sold as land not ready. The Estimated Date Range for Works to be included in the relevant First Grant Contracts are:
Section 12: 01 November 2020 to 31 March 2021;
Section 2, 3, 26, 27, 31: 01 March 2021 to 30 June 2020; and
Section BC, BO, BU, BV: 01 November 2021 to 30 June 2022.

Tenderers should familiarise themselves with Clause 5 of the First Grant Contract with respect to Works.

In accordance with Clause 4 of the First Grant Contract, the Date for Completion (settlement) will be the date that is 30 working days from when the Seller serves the lease on the Buyer.

Q3. What is the interplay between Affordable Housing Lease and the Affordable Housing price threshold?

a) For a buyer, if they accept an Affordable Housing Lease (or Land Rent Affordable Housing Lease) is the Affordable Housing Price Threshold maximum (\$434k) reduced by the amount of any discount on land price as a result of the 5 yr. restriction on transfer?

b) For a developer, is there still an ability to sell completed affordable homes, even with an Affordable Housing Lease, at the maximum price of \$434k? If so, isn't it the developer that benefits from the reduced land price under an Affordable Housing Lease rather than the eligible lower income buyer who wears the 5 yr. restriction on transfer?

A3. Firstly, Affordable Housing Leases will include a 3 year restriction on transfer (not a 5 year restriction).

The Affordable Housing Threshold (the maximum price for a dwelling greater than 105m² is currently \$434,000) is the total price for the house and land package. Based on the housing type and location, there is potential that the value of the house and land package may increase over time. The 3 year restriction on transfer is intended to manage this.

Independent valuations for these blocks will determine the price for each block. If block prices are affected by the 3 year restriction on transfer, this benefits both Eligible Buyers and Successful Tenderers: Successful Tenderers can spend more on construction of the home while the buyer has access to a completed house and land package at the Affordable Housing Threshold.

Q4. Is it allowable for community housing providers as respondents to the RFT to develop and retain some or all of the affordable housing developed, on a Land Rent Affordable Housing Lease, for provision as long term affordable rentals, instead of being required to sell them all? This may provide a way to achieve other housing affordability objectives of the ACT Government.

A4. If a registered Community Housing Provider is a Successful Tenderer they will be required to sell the Affordable Housing Dwellings to Eligible Home Buyers as part of the Affordable Housing Scheme requirements in the Project Delivery Deed. While registered Community Housing Providers fall within the definition of an Eligible Home Buyer in the Project Delivery Deed, as they meet the eligibility criteria for the Affordable Housing Scheme, the purchase of Affordable Dwellings must be offered to individual Eligible Home Buyers (from the database, that are not Community Housing Providers) before being offered to Community Housing Providers. Therefore, there is no guarantee the same registered Community Housing Provider will also be a successful Eligible Buyer.

If a registered Community Housing Provider was both a Successful Tenderer and a successful Eligible Home Buyer there is potential for them to retain ownership of the house and land package as part of the Affordable Housing Scheme. It would then be at the discretion of the registered Community Housing Provider to determine the use of the house and land package.

The grant and use of a Land Rent Affordable Housing Lease must be in accordance with the *Land Rent Act 2008* and the Eligibility Criteria for Land Rent, as well as the specific terms of the Lease, noting that not all registered Community Housing Providers are eligible for a Land Rent Lease.

Q5. Is it envisioned that these will be "rear loading" homes, that is, garages to rear, with pedestrian street access to the front of the home from road 34?

A5. Section 2 blocks will be 'rear loaded' with garages accessed from Criterion Lane (Road 35 rear lane) and pedestrian access to the front from Road 34 or Toeplitz Street.

Q6. Section 12 - Will we be able to use integrated party walls?

A6. Section 12 is nominated as an 'integrated housing parcel' on the block details plan. This integrated housing parcel will need to comply with all relevant rules in the Single Dwelling Housing Development Code and the Whitlam precinct code.
For more information on Integrated Housing please contact EPSDD (02) 6207 1923

Q7. Section BU - Will this also be an integrated development?

A7. Section BU is not nominated as an 'integrated development parcel' as defined in the Territory Plan (attached). Section BU is a standard terrace development site.

Q.8 Is there a Precinct Code for Whitlam?

A.8 Technical Amendment 2020-06 to the Territory Plan 2008 applies:
<https://www.legislation.act.gov.au/View/ni/2020-462/20200731-74734/PDF/2020-462.PDF>

Dated: 14 August 2020



QUESTIONS AND ANSWERS FOR THE SALE OF SINGLE RESIDENTIAL LOTS FOR AFFORDABLE HOUSING IN WHITLAM

ISSUED IN ACCORDANCE WITH PARAGRAPH 13.1 OF THE REQUEST FOR TENDER

Q1. How do we find the site disclosure plans for the Whitlam Affordable Housing packaged lots?

A1. Contours for blocks can be determined by referring to the Block Details Plan and Block Fill Plans. These Plans are included in the Whitlam Affordable Housing Development Guide, which is provided as part of the sales documents for this release as Annexure A to the First Grant Contract.

Q2. Where do we find the expected settlement dates for the blocks?

A2. The land is being sold as land not ready. The Estimated Date Range for Works to be included in the relevant First Grant Contracts are:
Section 12: 01 November 2020 to 31 March 2021;
Section 2, 3, 26, 27, 31: 01 March 2021 to 30 June 2020; and
Section BC, BO, BU, BV: 01 November 2021 to 30 June 2022.

Tenderers should familiarise themselves with Clause 5 of the First Grant Contract with respect to Works.

In accordance with Clause 4 of the First Grant Contract, the Date for Completion (settlement) will be the date that is 30 working days from when the Seller serves the lease on the Buyer.

Q3. What is the interplay between Affordable Housing Lease and the Affordable Housing price threshold?

a) **For a buyer, if they accept an Affordable Housing Lease (or Land Rent Affordable Housing Lease) is the Affordable Housing Price Threshold maximum (\$434k) reduced by the amount of any discount on land price as a result of the 5 yr. restriction on transfer?**

b) For a developer, is there still an ability to sell completed affordable homes, even with an Affordable Housing Lease, at the maximum price of \$434k? If so, isn't it the developer that benefits from the reduced land price under an Affordable Housing Lease rather than the eligible lower income buyer who wears the 5 yr. restriction on transfer?

A3. Firstly, Affordable Housing Leases will include a 3 year restriction on transfer (not a 5 year restriction).

The Affordable Housing Threshold (the maximum price for a dwelling greater than 105m² is currently \$434,000) is the total price for the house and land package. Based on the housing type and location, there is potential that the value of the house and land package may increase over time. The 3 year restriction on transfer is intended to manage this.

Independent valuations for these blocks will determine the price for each block. If block prices are affected by the 3 year restriction on transfer, this benefits both Eligible Buyers and Successful Tenderers: Successful Tenderers can spend more on construction of the home while the buyer has access to a completed house and land package at the Affordable Housing Threshold.

Q4. Is it allowable for community housing providers as respondents to the RFT to develop and retain some or all of the affordable housing developed, on a Land Rent Affordable Housing Lease, for provision as long term affordable rentals, instead of being required to sell them all? This may provide a way to achieve other housing affordability objectives of the ACT Government.

A4. If a registered Community Housing Provider is a Successful Tenderer they will be required to sell the Affordable Housing Dwellings to Eligible Home Buyers as part of the Affordable Housing Scheme requirements in the Project Delivery Deed. While registered Community Housing Providers fall within the definition of an Eligible Home Buyer in the Project Delivery Deed, as they meet the eligibility criteria for the Affordable Housing Scheme, the purchase of Affordable Dwellings must be offered to individual Eligible Home Buyers (from the database, that are not Community Housing Providers) before being offered to Community Housing Providers. Therefore, there is no guarantee the same registered Community Housing Provider will also be a successful Eligible Buyer.

If a registered Community Housing Provider was both a Successful Tenderer and a successful Eligible Home Buyer there is potential for them to retain ownership of the house and land package as part of the Affordable Housing Scheme. It would then be at the discretion of the registered Community Housing Provider to determine the use of the house and land package.

The grant and use of a Land Rent Affordable Housing Lease must be in accordance with the *Land Rent Act 2008* and the Eligibility Criteria for Land Rent, as well as the specific terms of the Lease, noting that not all registered Community Housing Providers are eligible for a Land Rent Lease.

Q5. Is it envisioned that these will be "rear loading" homes, that is, garages to rear, with pedestrian street access to the front of the home from road 34?

A5. Section 2 blocks will be 'rear loaded' with garages accessed from Criterion Lane (Road 35 rear lane) and pedestrian access to the front from Road 34 or Toeplitz Street.

Q6. Section 12 - Will we be able to use integrated party walls?

A6. Section 12 is nominated as an 'integrated housing parcel' on the block details plan. This integrated housing parcel will need to comply with all relevant rules in the Single Dwelling Housing Development Code and the Whitlam precinct code.

For more information on Integrated Housing please contact EPSDD (02) 6207 1923

Q7. Section BU - Will this also be an integrated development?

A7. Section BU is not nominated as an 'integrated development parcel' as defined in the Territory Plan (attached). Section BU is a standard terrace development site.

Q.8 Is there a Precinct Code for Whitlam?

A.8 Technical Amendment 2020-06 to the Territory Plan 2008 applies: <https://www.legislation.act.gov.au/View/ni/2020-462/20200731-74734/PDF/2020-462.PDF>

Q9. If I am successful in securing a land rent lot, on settlement of the lots/options, just confirming there is no money down for the builder/developer? They would just have to comply with the affordable home design requirements?

A9. If you are successful in tendering for one (or more) of the lots, the following costs will apply:

Under the Project Delivery Deed (Clause 5), you are required to pay a Security Amount equal to 5% of the contract price – in the form of a bank guarantee or bank cheque.

Under the Put and Call Option Deed (Option Deed), for each block you will be required to pay: **Legal Costs and the Nomination Fee (if you nominate a Buyer)** as outlined in the Option Deed.

You will also be required to pay the **Security Sum** (clause 3) against each block of land. This amount will be reduced to the **Security Payment** amount if a Land Rent Lease Election is made. Following a Land Rent Lease Election by a Nominee, the difference between the **Security Sum** paid and the required **Security Payment** will be refunded to you (clause 9.2.d).

The Election for Land Rent will be at the discretion of the Eligible Home Buyer (clause 9.2.a), so all blocks will require the initial **Security Sum** to be paid on execution of the Deed.

If:

- the Call Option is exercised by the builder without nominating a buyer;

or

- the Put Option is exercised,

the builder will not be able to elect Land Rent as the Land Rent eligibility criteria are unlikely to be able to be met by the builder.

Finally, the market value of a block / Lot is the same whether the block is the subject of a Standard Lease or a Land Rent Lease.

Dated: 21 August 2020



QUESTIONS AND ANSWERS FOR THE SALE OF SINGLE RESIDENTIAL LOTS FOR AFFORDABLE HOUSING IN WHITLAM

ISSUED IN ACCORDANCE WITH PARAGRAPH 13.1 OF THE REQUEST FOR TENDER

Q1. How do we find the site disclosure plans for the Whitlam Affordable Housing packaged lots?

A1. Contours for blocks can be determined by referring to the Block Details Plan and Block Fill Plans. These Plans are included in the Whitlam Affordable Housing Development Guide, which is provided as part of the sales documents for this release as Annexure A to the First Grant Contract.

Q2. Where do we find the expected settlement dates for the blocks?

A2. The land is being sold as land not ready. The Estimated Date Range for Works to be included in the relevant First Grant Contracts are:
Section 12: 01 November 2020 to 31 March 2021;
Section 2, 3, 26, 27, 31: 01 March 2021 to 30 June 2020; and
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Tenderers should familiarise themselves with Clause 5 of the First Grant Contract with respect to Works.

In accordance with Clause 4 of the First Grant Contract, the Date for Completion (settlement) will be the date that is 30 working days from when the Seller serves the lease on the Buyer.

Q3. What is the interplay between Affordable Housing Lease and the Affordable Housing price threshold?

a) For a buyer, if they accept an Affordable Housing Lease (or Land Rent Affordable Housing Lease) is the Affordable Housing Price Threshold maximum (\$434k) reduced by the amount of any discount on land price as a result of the 5 yr. restriction on transfer?

b) For a developer, is there still an ability to sell completed affordable homes, even with an Affordable Housing Lease, at the maximum price of \$434k? If so, isn't it the developer that benefits from the reduced land price under an Affordable Housing Lease rather than the eligible lower income buyer who wears the 5 yr. restriction on transfer?

A3. Firstly, Affordable Housing Leases will include a 3 year restriction on transfer (not a 5 year restriction).

The Affordable Housing Threshold (the maximum price for a dwelling greater than 105m² is currently \$434,000) is the total price for the house and land package. Based on the housing type and location, there is potential that the value of the house and land package may increase over time. The 3 year restriction on transfer is intended to manage this.

Independent valuations for these blocks will determine the price for each block. If block prices are affected by the 3 year restriction on transfer, this benefits both Eligible Buyers and Successful Tenderers: Successful Tenderers can spend more on construction of the home while the buyer has access to a completed house and land package at the Affordable Housing Threshold.

Q4. Is it allowable for community housing providers as respondents to the RFT to develop and retain some or all of the affordable housing developed, on a Land Rent Affordable Housing Lease, for provision as long term affordable rentals, instead of being required to sell them all? This may provide a way to achieve other housing affordability objectives of the ACT Government.

A4. If a registered Community Housing Provider is a Successful Tenderer they will be required to sell the Affordable Housing Dwellings to Eligible Home Buyers as part of the Affordable Housing Scheme requirements in the Project Delivery Deed. While registered Community Housing Providers fall within the definition of an Eligible Home Buyer in the Project Delivery Deed, as they meet the eligibility criteria for the Affordable Housing Scheme, the purchase of Affordable Dwellings must be offered to individual Eligible Home Buyers (from the database, that are not Community Housing Providers) before being offered to Community Housing Providers. Therefore, there is no guarantee the same registered Community Housing Provider will also be a successful Eligible Buyer.

If a registered Community Housing Provider was both a Successful Tenderer and a successful Eligible Home Buyer there is potential for them to retain ownership of the house and land package as part of the Affordable Housing Scheme. It would then be at the discretion of the registered Community Housing Provider to determine the use of the house and land package.

The grant and use of a Land Rent Affordable Housing Lease must be in accordance with the *Land Rent Act 2008* and the Eligibility Criteria for Land Rent, as well as the specific terms of the Lease, noting that not all registered Community Housing Providers are eligible for a Land Rent Lease.

Q5. Is it envisioned that these will be "rear loading" homes, that is, garages to rear, with pedestrian street access to the front of the home from road 34?

A5. Section 2 blocks will be 'rear loaded' with garages accessed from Criterion Lane (Road 35 rear lane) and pedestrian access to the front from Road 34 or Toeplitz Street.

Q6. Section 12 - Will we be able to use integrated party walls?

A6. Section 12 is nominated as an 'integrated housing parcel' on the block details plan. This integrated housing parcel will need to comply with all relevant rules in the Single Dwelling Housing Development Code and the Whitlam precinct code.

For more information on Integrated Housing please contact EPSDD (02) 6207 1923

Q7. Section BU - Will this also be an integrated development?

A7. Section BU is not nominated as an 'integrated development parcel' as defined in the Territory Plan (attached). Section BU is a standard terrace development site.

Q.8 Is there a Precinct Code for Whitlam?

A.8 Technical Amendment 2020-06 to the Territory Plan 2008 applies: <https://www.legislation.act.gov.au/View/ni/2020-462/20200731-74734/PDF/2020-462.PDF>

Q9. If I am successful in securing a land rent lot, on settlement of the lots/options, just confirming there is no money down for the builder/developer? They would just have to comply with the affordable home design requirements?

A9. If you are successful in tendering for one (or more) of the lots, the following costs will apply:

Under the Project Delivery Deed (Clause 5), you are required to pay a Security Amount equal to 5% of the contract price – in the form of a bank guarantee or bank cheque.

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You will also be required to pay the **Security Sum** (clause 3) against each block of land. This amount will be reduced to the **Security Payment** amount if a Land Rent Lease Election is made. Following a Land Rent Lease Election by a Nominee, the difference between the **Security Sum** paid and the required **Security Payment** will be refunded to you (clause 9.2.d).

The Election for Land Rent will be at the discretion of the Eligible Home Buyer (clause 9.2.a), so all blocks will require the initial **Security Sum** to be paid on execution of the Option Deed.

If:

- the Call Option is exercised by the builder without nominating a buyer;

or

- the Put Option is exercised,

the builder will not be able to elect Land Rent as the Land Rent eligibility criteria will not be able to be met by the builder.

Finally, the market value of a block / Lot is the same whether the block is the subject of a Standard Lease or a Land Rent Lease.

Q10. I note that the presence of rock and / or bad ground is at the builder's risk. Will site classifications be available prior to the tender submission date?

A10. The land is being sold as land not ready and site classifications for each block will be made available to the successful tenderer on settlement.

Dated: 26 August 2020



QUESTIONS AND ANSWERS FOR THE SALE OF SINGLE RESIDENTIAL LOTS FOR AFFORDABLE HOUSING IN WHITLAM

ISSUED IN ACCORDANCE WITH PARAGRAPH 13.1 OF THE REQUEST FOR TENDER

Q1. How do we find the site disclosure plans for the Whitlam Affordable Housing packaged lots?

A1. Contours for blocks can be determined by referring to the Block Details Plan and Block Fill Plans. These Plans are included in the Whitlam Affordable Housing Development Guide, which is provided as part of the sales documents for this release as Annexure A to the First Grant Contract.

Q2. Where do we find the expected settlement dates for the blocks?

A2. The land is being sold as land not ready. The Estimated Date Range for Works to be included in the relevant First Grant Contracts are:
Section 12: 01 November 2020 to 31 March 2021;
Section 2, 3, 26, 27, 31: 01 March 2021 to 30 June 2020; and
Section BC, BO, BU, BV: 01 November 2021 to 30 June 2022.

Tenderers should familiarise themselves with Clause 5 of the First Grant Contract with respect to Works.

In accordance with Clause 4 of the First Grant Contract, the Date for Completion (settlement) will be the date that is 30 working days from when the Seller serves the lease on the Buyer.

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a) **For a buyer, if they accept an Affordable Housing Lease (or Land Rent Affordable Housing Lease) is the Affordable Housing Price Threshold maximum (\$434k) reduced by the amount of any discount on land price as a result of the 5 yr. restriction on transfer?**

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Independent valuations for these blocks will determine the price for each block. If block prices are affected by the 3 year restriction on transfer, this benefits both Eligible Buyers and Successful Tenderers: Successful Tenderers can spend more on construction of the home while the buyer has access to a completed house and land package at the Affordable Housing Threshold.

Q4. Is it allowable for community housing providers as respondents to the RFT to develop and retain some or all of the affordable housing developed, on a Land Rent Affordable Housing Lease, for provision as long term affordable rentals, instead of being required to sell them all? This may provide a way to achieve other housing affordability objectives of the ACT Government.

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If a registered Community Housing Provider was both a Successful Tenderer and a successful Eligible Home Buyer there is potential for them to retain ownership of the house and land package as part of the Affordable Housing Scheme. It would then be at the discretion of the registered Community Housing Provider to determine the use of the house and land package.

The grant and use of a Land Rent Affordable Housing Lease must be in accordance with the *Land Rent Act 2008* and the Eligibility Criteria for Land Rent, as well as the specific terms of the Lease, noting that not all registered Community Housing Providers are eligible for a Land Rent Lease.

Q5. Is it envisioned that these will be "rear loading" homes, that is, garages to rear, with pedestrian street access to the front of the home from road 34?

A5. Section 2 blocks will be 'rear loaded' with garages accessed from Criterion Lane (Road 35 rear lane) and pedestrian access to the front from Road 34 or Toeplitz Street.

Q6. Section 12 - Will we be able to use integrated party walls?

A6. Section 12 is nominated as an 'integrated housing parcel' on the block details plan. This integrated housing parcel will need to comply with all relevant rules in the Single Dwelling Housing Development Code and the Whitlam precinct code.

For more information on Integrated Housing please contact EPSDD (02) 6207 1923

Q7. Section BU - Will this also be an integrated development?

A7. Section BU is not nominated as an 'integrated development parcel' as defined in the Territory Plan (attached). Section BU is a standard terrace development site.

Q.8 Is there a Precinct Code for Whitlam?

A.8 Technical Amendment 2020-06 to the Territory Plan 2008 applies: <https://www.legislation.act.gov.au/View/ni/2020-462/20200731-74734/PDF/2020-462.PDF>

Q9. If I am successful in securing a land rent lot, on settlement of the lots/options, just confirming there is no money down for the builder/developer? They would just have to comply with the affordable home design requirements?

A9. If you are successful in tendering for one (or more) of the lots, the following costs will apply:

Under the Project Delivery Deed (Clause 5), you are required to pay a Security Amount equal to 5% of the contract price – in the form of a bank guarantee or bank cheque.

Under the Put and Call Option Deed (Option Deed), for each block you will be required to pay: **Legal Costs and the Nomination Fee (if you nominate a Buyer)** as outlined in the Option Deed.

You will also be required to pay the **Security Sum** (clause 3) against each block of land. This amount will be reduced to the **Security Payment** amount if a Land Rent Lease Election is made. Following a Land Rent Lease Election by a Nominee, the difference between the **Security Sum** paid and the required **Security Payment** will be refunded to you (clause 9.2.d).

The Election for Land Rent will be at the discretion of the Eligible Home Buyer (clause 9.2.a), so all blocks will require the initial **Security Sum** to be paid on execution of the Option Deed.

If:

- the Call Option is exercised by the builder without nominating a buyer;

or

- the Put Option is exercised,

the builder will not be able to elect Land Rent as the Land Rent eligibility criteria will not be able to be met by the builder.

Finally, the market value of a block / Lot is the same whether the block is the subject of a Standard Lease or a Land Rent Lease.

Q10. I note that the presence of rock and / or bad ground is at the builder's risk. Will site classifications be available prior to the tender submission date?

A10. The land is being sold as land not ready and site classifications for each block will be made available to the successful tenderer on settlement.

Q11. I'm seeking a clarification on the put and calls in relation to lots due for completion in November 2020, what is the duration of the option?

The deed has the following, making the call option expire in October 2020 ?

Call Option Expiry Date means the date that [[insert date that is 1 month prior to the earliest date of the 'Estimated Date Range for Works' for the Block].

A11. Irrespective of the estimated date range for works, the call option expiry period will be for a period of at least 6 months.

Dated: 9 October 2020



ADDENDUM 1

FOR

WHITLAM AFFORDABLE HOUSING REQUEST FOR TENDER

ISSUED IN ACCORDANCE WITH 26.1 OF THE REQUEST FOR TENDER

5 August 2020

1. Specimen Leases

The Environment Planning Sustainability and Development Directorate (EPSDD) is preparing the Specimen Leases which are Attachment C of the RFT. The Specimen Leases will be provided as an Addendum, once finalised by EPSDD.

The Specimen Leases will be as follows:

a. Specimen Standard Lease

The form of Specimen Standard Lease is at Attachment 1 of this Addendum 1.

b. Specimen Land Rent Lease

The Specimen Land Rent Lease will be in the form as at Attachment 2 of this Addendum with an additional clause that provides that the Lessee must not install or use a solid fuel heating system on the Premises without the prior written approval of the Authority.

c. Specimen Standard Affordable Housing Lease

The Specimen Standard Affordable Housing Lease will be in the form as at Attachment 1 of this Addendum with an additional clause that provides that the Lessee must not assign or transfer ("assignment") the whole or any portion of the premises within three (3) years of the date of grant of the lease unless the prior written consent to the assignment by the relevant Directorate and the Authority.

d. Specimen Land Rent Affordable Housing Lease

The Specimen Land Rent Affordable Housing Lease will be in the form of the Specimen Land Rent Lease with an additional clause that provides that the Lessee must not assign or transfer ("assignment") the whole or any portion of the premises within three (3) years of the date of grant of the lease unless the prior written consent to the assignment by the relevant Directorate and the Authority has been obtained.

2. Closing Time

In accordance with paragraph 27.1 of the RFT, the Closing Time is extended to 2pm, 8 October 2020.

As a result the RFT is amended as follows:

- a. RFT - front cover "20 August 2020" is deleted and replaced with "8 October 2020"
- b. the table at section 12 of the RFT is deleted and replaced with the following:

RFT task	Date
RFT release	25 June 2020
Last day for asking clarification questions	17 September 2020
Tender Closing Time	2pm, 8 October 2020
Notify relevant Tenderers of Successful Tenderer status	10 November 2020
Notify unsuccessful Tenderers	17 November 2020
Settlement	30 business days from the date the lease is served on the buyer

The information contained in this Addendum 1 forms part of the RFT.

Tenderers must, on submitting a Tender, respond to the RFT as amended by all addenda.

Attachment 1 - Specimen Standard Lease

Attachment 2 - Specimen Land Rent Lease



ACT
Government

Suburban Land
Agency

ADDENDUM 2 FOR WHITLAM AFFORDABLE HOUSING REQUEST FOR TENDER

ISSUED IN ACCORDANCE WITH 26.1 OF THE REQUEST FOR TENDER

25 September 2020

1. Specimen Leases

The Memorandum of Provisions that form part of the Specimen Leases that are Attachment C of the RFT were registered on 18 September 2020.

The Specimen Leases are as follows:

a. Specimen Standard Lease

The Specimen Standard Lease is at Attachment 1 of this Addendum 2.

b. Specimen Land Rent Lease

The Specimen Land Rent Lease is at Attachment 2 of this Addendum 2.

c. Specimen Standard Affordable Housing Lease

The Specimen Standard Affordable Housing Lease is at Attachment 3 of this Addendum 2.

d. Specimen Land Rent Affordable Housing Lease

The Specimen Land Rent Affordable Housing Lease is at Attachment 4 of this Addendum 2.

2. Closing Time

In accordance with paragraph 27.1 of the RFT, the Closing Time is extended to 2pm, 15 October 2020.

As a result the RFT is amended as follows:

a. RFT - front cover "8 October 2020" is deleted and replaced with "15 October 2020"

b. the table at section 12 of the RFT is deleted and replaced with the following:



ACT
Government

Suburban Land
Agency

RFT task	Date
RFT release	25 June 2020
Last day for asking clarification questions	1 October 2020
Tender Closing Time	2pm, 15 October 2020
Notify relevant Tenderers of Successful Tenderer status	20 November 2020
Notify unsuccessful Tenderers	27 November 2020
Settlement	30 business days from the date the lease is served on the buyer

The information contained in this Addendum 2 forms part of the RFT.

Tenderers must, on submitting a Tender, respond to the RFT as amended by all addenda.



ACT
Government

Suburban Land
Agency

Attachment 1 - Specimen Standard Lease



ACT
Government

Suburban Land
Agency

Attachment 2 - Specimen Land Rent Lease



ACT
Government

Suburban Land
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Attachment 3 - Specimen Standard Affordable Housing Lease



ACT
Government

Suburban Land
Agency

Attachment 4 - Specimen Land Rent Affordable Housing Lease

Date: 25 September 2020

ANNEXURE B –SPECIMEN CROWN LEASES

The Specimen Crown Leases will be provided as an Addendum.

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:

SUBURBAN LAND AGENCY

DESIGN BRIEF – CLASS ONE SINGLE RESIDENTIAL

AFFORDABLE DWELLINGS

Project: Blocks 1-16 Section 2 Whitlam
Blocks 1-7 Section 3 Whitlam
Blocks 1-20 Section 12 Whitlam
Blocks 1-15 Section 27 Whitlam
Blocks 1-14 Section 26 Whitlam
Blocks 1-11 Section 31 Whitlam
Blocks a-n Section BU Whitlam
Blocks a-o Section BV Whitlam
Blocks i-n Section BV Whitlam
Blocks a-k & n Section BO Whitlam
Blocks a-q Section BC Whitlam

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

Disclaimer

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1. Introduction

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

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

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

This document is divided into three key sections:

1. Preliminaries
2. Design Principles
3. Building Specification

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

2. Preliminaries

2.1 Standards

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

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

2.2 Materials

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

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

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

2.3 Appointment of Consultants

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

2.4 Engagement of Building Surveyor

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

2.5 Work Health and Safety

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

2.6 Insurances

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

2.7 Applications, Approvals and Fees

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

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

2.8 Warranties and Certificates

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

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

2.9 Site Establishment

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

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

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

2.10 Practical Completion

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

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

2.11 External Works

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

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

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

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

2.12 Plan Endorsement

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

3. Design Principles

3.1 Sustainable Design

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

3.1.1 Energy Efficiency

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

3.1.2 Water Conservation

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

3.1.3 Reducing Waste

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

3.1.4 Protection of the Environment

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

3.2 Amenity and Appearance

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

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

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

3.3 Privacy and Address

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

3.4 Safety & Identity

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

3.5 Outdoor Area

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

4. Building Specification

4.1 Minimum Dwelling Size

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

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

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

4.2 Minimum Room Dimensions

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

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

Table 1

4.3 General Design Requirements

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

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

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

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

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

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 colour.

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

4.4 Car Parking and Accommodation

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

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

4.5 Bushfire Requirements (Bushfire Attack Level)

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

4.6 Termite Management System

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

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

4.7 External Materials and Applied Finishes

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

4.7.1 Fascia Gutters and Downpipes

Material to be Colorbond® prefinished metal.

4.8 Internal Room Requirements

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

4.8.1 Ceiling Heights

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

4.8.2 Kitchen

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

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

4.8.3 Bathroom and Toilet (WC)

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

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

4.8.4 Laundry

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

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

4.8.4.1 Euro Laundry (Where Installed)

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

4.8.5 Linen Cupboard

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

4.8.6 Wardrobes to Bedrooms

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

4.8.7 Windows

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

4.9 Internal Finishes

4.9.1 Window Furnishings

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

4.9.2 Door Specification

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

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

Table 2

4.9.3 Security

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

4.9.4 Floor Finishes

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

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

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

4.9.5 Internal Linings and Cornice

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

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

4.9.6 Internal Trim

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

4.9.7 Paint Systems

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

4.9.7.1 Internal Surfaces and Trims

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

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

4.9.7.2 External Painted Surfaces

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

4.10 Metered Services

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

4.11 Service Easements

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

4.12 Electrical Services

4.12.1 Internal Artificial Lighting

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

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

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

4.12.2 External Artificial Lighting

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

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

4.12.3 Mechanical Ventilation

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

4.12.4 GPOS's (Power Points)

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

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

Table 3

4.12.5 Appliances and Services

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

4.12.6 Space Heating and Cooling

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

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

4.12.7 Water Heater

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

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

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

4.12.8 Electrical Vehicle Charging

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

4.12.9 Smoke Detectors

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

4.13 Water Supply

4.13.1 General

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

4.13.2 Garden Taps

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

4.14 Hydraulic Services

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

4.15 Drainage

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

4.16 Communications

4.16.1 NBN

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

4.16.2 Television Systems

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

5. External Works

5.1 General

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

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

5.2 Soft Landscaping

5.2.1 Preparation

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

5.2.2 Grass Preparation

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

5.2.3 Grassing

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

5.2.4 Plantings General

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

5.2.5 Mulch

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

5.2.6 Edging

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

5.2.7 Establishment

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

5.3 Hard Landscaping

5.3.1 Retaining Walls

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

Retaining walls shall be installed where: -

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

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

5.3.2 Driveway

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

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

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

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

5.3.3 Footpaths

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

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

5.3.4 Utilities

Concrete pads are required where applicable for: -

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

5.3.5 Private Open Space

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

5.4 Clothes Drying Area

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

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

5.5 Common Boundary Fencing

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

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

The fencing can be either: -

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

5.6 Mandatory Transparent Fencing

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

5.7 Fences and Side Gates

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

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

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

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

5.8 Postal Services

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

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

5.9 Rainwater Tanks

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

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

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

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

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.*

ATTACHMENT C – SPECIMEN CROWN LEASES

The Specimen Crown Leases will be provided as an Addendum.

Work Health and Safety Statement

Work Health and Safety is the most crucial component of construction industry. ALN Construction Group has a strict code of safety for all of its construction sites and always been committed to comply with WHS regulations under

- Work Health and Safety Act 2011
- Work Health and Safety Regulation 2011
- Work Safe Australia Code of Practice

Management Responsibility

The promotion and maintenance of work health and safety is primarily the responsibility of management. Management at all levels is required to contribute to the health and safety of all persons in the workplace. To this end, it is the responsibility of management to develop, implement and keep under review, in consultation with its workers, the organization's WHS Programs.

Specific Responsibilities

a) Senior management

Director is required to ensure that this policy and any WHS Programs is developed and effectively implemented, and to support supervisors and hold them accountable for their specific responsibilities.

b) Site Managers and supervisors

Each front-line supervisor is responsible, and will be held accountable, for taking all practical measures to ensure that:

- WHS Programs are complied with in their areas of control
- Workers are supervised and trained to meet their requirements under these programs
- WHS risk are identified and control measures implemented
- Workers are consulted on issues which affect their health and safety and any concerns they may have adequately addressed in a timely manner and/or are referred to management.

c) Workers

All workers and contractors are required to co-operate with the WHS Policy and Programs to ensure their own health and safety and the health and safety of others in the workplace. All workers will receive induction training and task specific training where appropriate. All workers are expected to comply with all policies and procedures and any reasonable instructions from managers. These requirements will be written into contractor and agency contracts.

d) Clients and visitors

All clients and visitors in our workplaces (including the client's home and community environments) have a responsibility to ensure that their actions or failure to act does not put themselves or our workers at risk and to follow any reasonable instructions that we may give including providing all relevant information and allowing for relevant risk assessments to be undertaken

In order to mitigate the risks and make sure the construction site is safe, our company has its WHS checklist.

Worksite Checklist

This checklist is to be used as a guide when carrying out a safety audit on a worksite. Only check the items that are relevant for the site being considered. The audit is to be undertaken by the site supervisor.

Project/Site name: _____

Address: _____

Inspected by: _____ Inspection date: _____

1. SITE SAFETY PLAN AND ADMINISTRATION

Health and Safety issue	Y/N	Action required	By whom?	Date action carried out, by whom
Site safety plan is completed				
Subcontract agreements including agreed Safe Work Procedures signed off				
Accident/injury/near miss report forms available				
All people on the site are inducted into the WHS/OHS system				
Induction records kept				
Emergency procedures available on site (evacuation, fire, accident/injury)				
Noise control procedures established for neighbors				
EPA requirements established and provided				
Asbestos audit carried out on renovation projects				
Hazard assessment carried out for the site				

2. AMENITIES

Health and Safety issue	Y/N	Action required	By whom?	Date Complete
Toilet and washing facilities provided				
Lunchroom provided				
Change room provided				
Drinking water provided				

3. FIRST AID AND FIRE

Health and Safety issue	Y/N	Action required	By whom?	Date Complete
First Aid kit provided or subcontractors required to provide their own kit				
Emergency telephone numbers and nearest medical facility provided				
Firefighting equipment or spotter provided where 'Hot Work' occurs near flammable material				

4. *SITE HOUSE KEEPING*

Health and Safety issue	Y/N	Action required	By whom?	Date Complete
Access around work areas is clear				
External areas of site are reasonably clean				
Internal work areas are reasonably clean				
Rubbish/recycling facilities provided				
Rubbish/recycling facility cleared regularly				
Air hoses and power leads clear of access ways				

5. *ELECTRICAL HAZARDS*

Health and Safety issue	Y/N	Action required	By whom?	Date Complete
Temporary electrical site switchboard complying with AS 3012 provided				
All circuits protected by RCD's				
Site switchboard located to keep extension cord length less than 30m.				
Power boards, double adaptors and piggy back adaptors are not being used on site				
Extension/flexible cords are tested and tagged, secured off the ground or protected to avoid damage				

Extension/flexible cords secured off the ground or protected to avoid damage				
Extension cords – re-wireable – transparent plug and socket – pins insulated, socket skirt in tact				
Extension cords run between floors on residential sites – protection at transition between floors				
No extension cords run between floors on commercial sites				
RCD test – portable – every day. Fixed – every month				
RCD location – switchboard on new sites Renovation – at start of run				
240 volt plant and equipment tested and tagged				
Records of T&T kept				
Existing overhead power lines identified by Tiger Tails if hazardous or 'No Go Zone' established				

6. **WORKING AT HEIGHTS**

Health and Safety issue	Y/N	Action required	By whom?	Date Complete
Ladders are stable and secure				
Ladders are in good condition				
Extension ladders are at the 4:1 angle, tied off and extend 1m passed top pivot point				

Fascia guard rails are provided if necessary				
Harnesses, if used, are in good condition				
Scaffold if it exceeds 4m is erected by an accredited scaffolder				
Scaffold where items on platform can fall 2m or more has toe board and guard rails fitted				
Scaffold has solid foundation, is adequately braced and is adequately tied to the structure if needed				
Mobile scaffold has wheels locked when in use				
Mobile scaffold has safe access to platform				
Mobile scaffold has height which is less than 3 times the least base dimension unless fixed to the structure				
Trestle scaffolds are fitted with at least two 230mm planks clamped together.				

7. PUBLIC SAFETY

Health and Safety issue	Y/N	Action required	By whom?	Date Complete
Site fencing provided				
If no fencing then hazards are controlled eg trenches barricaded, switchboard locked, stairwell openings barricaded				

Site crossing on footpath is not hazardous				
No access by ladder or stair to upper floors or roof when site is unattended				

8. PERSONAL PROTECTIVE EQUIPMENT

Health and Safety issue	Y/N	Action required	By whom?	Date Complete
Appropriate footwear is used				
Appropriate eye protection				
Appropriate noise protection for workers and others				
Appropriate clothing				
Heat and sun (UV) protection used				
Hearing, eye, head, foot, respiratory protection used where necessary				
High visibility clothing worn when moving plant and equipment present				

9. MACHINERY AND HAND HELD EQUIPMENT

Health and Safety issue	Y/N	Action required	By whom?	Date Complete
Guards fitted and operational				

Equipment is in good working condition				
Electrical tags are current				
Mobile plant has daily checks carried out by operator and log books completed				

10. **MANUAL HANDLING**

Health and Safety issue	Y/N	Action required	By whom?	Date Complete
Mechanical handling equipment used where necessary (cranes, hoists, trolleys)				
Loads are restricted to 20kg per person				
Good lifting techniques are being used				
Are plasterboard/wall board sheets stored safely (strapped to wall)				

11. **HAZARDOUS SUBSTANCES**

Health and Safety issue	Y/N	Action required	By whom?	Date Complete
Hazardous substances are identified				
Material safety data sheets are available for all hazardous substances				
Working area ventilated if necessary				

12. TRENCHING

Health and Safety issue	Y/N	Action required	By whom?	Date Complete
Shoring, stepping or battering used where trench is too deep for safe escape (max of 1.5m deep for firm soil)				
Is suitable access provided				
Where plant is operating nearby ensure ventilation of trench or move operating plant when workers are in trench				
Provide appropriate barricades				
'Dial Before You Dig' information provided				

13. ANY OTHER SITE HAZARDS OR PROJECT SPECIFIC ISSUES

List any hazards and identify appropriate safe work procedures

Health and Safety issue	Y/N	Action required	By whom?	Date Complete



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Achievement of Objective

ALN aims to take care of every detail from concept to completion ensuring that full control over a project is maintained, allowing us to deliver the best possible service quality. Our chosen group of contractors enables us to guarantee our capacity to complete projects, large or small on time and in budget. We attempt to complete projects as soon as reasonably possible, and in accordance to Project Deliver Deed provided for the Affordable Housing Development in Whitlam.

Affordability

Project Affordability from a price point: \$434,000 for 3-Bedroom Affordable Homes

To reach the affordability criteria we have outlined these steps to successfully achieve them.

- The Tender prices submitted by us ensures that the house and land will be completed for the price of 434,000 or under.
- The draft plans submitted are for the tender purpose only, however, we plan to build a similar product on each successfully obtained site with some changes to adapt the site and block conditions.
- Our architect and designer have done plenty of affordable housing in the past and are quite familiar with the design brief and the requirements outlined for the Affordable Housing. Stylish Home-Design will be drafting and designing this project for us and have more then 20-year experience in Canberra ensuring that the project design and drafting will be done correctly from the first day. It will also ensure that the design is as such that the house is practical and within the budget.
- After examining the design brief, our end product would consist of at least 3 Bedrooms, 1 Main Bathroom, separate WC, single Family Meals and a carport at the back or front. (See attached Plans and inclusions list)
- Additionally, lot details have the prices for the land which enables us to build and achieve the affordability criteria.

Timeline

Planning is one of the most significant elements for the timely delivery of the project. At ALN Construction Group we have WBS and actively use Project planners for each project to achieve the milestones in an efficient manner.


Each project is assigned a project manager and supervisor who are responsible to deliver the project on time without compromising on quality or finishes. The project supervisor will consistently provide the home buyers of updates at every step of their building journey.

ALN Construction has two in-house salespeople, that effectively allows us to sell and start the project in a timely manner. The sales team is well trained about the house and land process, land rent scheme, design brief, plans and inclusion lists. Thus, permitting them to inform and guide the home buyers about the product and processes even before they enter into a contract, guaranteeing client satisfaction.



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ALN group is currently operating from a display home in Denman Prospect, which is manned 5 days a week. We also have a selection room at our Display house in Denman Prospect where the clients can see the sample for all the things incorporated in their inclusion list as per the design brief provided by SLA e.g. tile, taps, stone, joinery etc. Home buyers will be able to visualise every decision that they will make in the house building making the selection process a lot easier and faster.

Exchange to settlement:

After successfully winning the tender, we will get the plans ready in accordance to the site and our selling staff will start selling the house and land packages immediately. We will attempt to have most of the house and land packages are sold before the land is ready for settlement. We aim to start construction with in 30 days of land settlement and completion will be 6-8 months after starting construction.

Financial obligation:

The project will be sold as house and land packaged together put as split contract.

Land: Most of the sites that we have selected are with land rent option so the home buyers will only pay \$2000 deposit for land exchange and settlement.

For the construction the we will be using MBA standard building contract and the following progressive payment schedules:

Contract to Build through all stages	% of Total Contract Sum	Amount (\$ Figure)
Deposit	10%	
Base Stage: Slab Complete	10%	
Frame Stage: Wall and Roof Framing Completed	15%	
Lock Up Stage: Roof Covering on, External wall cladding substantially completed, electrical and plumbing rough-in completed	35%	
Fixing Stage: Internal doors and joinery completed	15%	
Painting Stage: Internal and external painting completed	10%	
Payment for Practical Completion	5%	
TOTAL	100%	

The total price will be for the complete house and land. Everything will be within the price highlighted in the design brief, inclusions list (Attached) and plans (drafts attached- yet to be finalised in accordance to the site and block details).



Design and Building Quality

Designing right from the first is the key for all successful construction projects. ALN Group, will be emphasising on environmental sustainability while designing and developing these affordable homes so that these developments meets Whitlam environment efficiency requirements.


We will ensure that all minimum requirements in the design brief are met. The plans and the inclusions list illustrate that the all selected material will be as environmentally sustainable and low maintenance as possible.

Please find attached the inclusions list and draft plans for these developments: **(Note: The plans are prospective and draft only and will be finalised based on the sites secured by ALN Construction Group at the end of this tender process)**



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INCLUSIONS LIST – Affordable Housing Whitlam

Clients Name:

Build Location:

GENERAL

- Supervision & quality control by fully qualified builder
- Surveyed & Certified by Consulting Surveyor
- Building Indemnity Insurance as per building legislation/code
- ACT Building approval & inspections as per building legislation/code
- All government authority approval fees and permits
- ACTEW Electrical inspections & Connection to home
- ACTEW Drainage inspections & Connection to water, sewage& stormwater as per plan
- Gas Connection to the house
- Slab as per engineering drawing
- Smoke detectors as per Australian Standards 3786
- Energy efficiency rating minimum 6
- Site cleaned upon completion
- 90 Days maintenance period
- Landscaping plan to show the layout of site, turfed area, retaining walls and side fence etc

SITE ESTABLISHMENT

- Temporary fencing to the perimeter of the Lease boundaries
- Appropriate safety signage and builder's notification
- Stockpiling and storage of all materials within the confines of the Lease
- Protection of the verge including any street trees, grass, footpaths and verge crossings
- All applicable environmental controls e.g. silt fence around the site
- The connection of any temporary services including water and electricity


EXTERNAL FINISH

- Powder coated lockable aluminium windows & sliding doors as per plan
- Fly screen to all opening windows & sliding doors
- Roof as per plan with client's colour selection
- Colour bond metal fascia, gutter and downpipes in standard colours
- Brick walls as per plan with client's brick selection – Austral Everyday life range
- Two external taps (1 front & 1 back yard)
- An electric boost solar water heater or an electric heat pump shall be installed in accordance with the requirements of the Plumbing Code of Australia and relevant Australian Standards
- Termite Protection as per the building legislation/code
- Slimline rainwater tank as per plan & the Lease and Development Conditions
- Concrete driveway as per Lease and Development Condition
- Colourbond Fencing or hardwood timber fencing
- All bulk earthworks required to achieve benched levels
- Detailed excavation for footings and any retaining walls
- Excavation of service trenches for connection to water and sewer ties
- Construction of retaining walls and associated drainage
- Landscaping works
- Common boundary fencing and side fencing and gates



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- 1 x Clothes of 25 lineal metres hanging length
- 1800mm x fencing as plan & the Lease and Development Conditions
- 1 x Letterbox

INTERNAL FINISH

- Internal ceiling height as per plan
- Waterproofing to wet areas to comply with Australian Standards
- All internal plain doors as per plan
- Square-Set ceilings or 90mm coved cornice
- 67mm Skirting & architraves with paint finish-builder's range
- Gloss or Semi-gloss finish paint to internal & external doors – Client to choose paint colour
- High quality low sheen paints to walls – Client to choose paint colour
- White flat paint to ceiling
- Tiles laid to entry, kitchen, family, meals, hallways and wet areas
- Carpet allowance for all bedrooms (Builders range – Clients to select the colour)
- Roller or vertical blinds for all the windows and sliding doors except to wet areas
- Dimmable lights in the living areas
- 900mm sweep ceiling fans with an integrated light shall be installed in all bedrooms
- Reverse Cycle Split system in living areas (Non-Ducted)

PORCH (Min 2.7m2 with min 1800mm clear internal dimensions) & ENTRY

- 1 x LED ceiling down light in Porch
- 4 x LED ceiling down light in Entry and Hallways
- Solid core entry door with entrance lock + dead lock (Min Door Leaf Dimension: 2040 x 920)

MASTER BEDROOM (Min 12m2 with min 3500mm clear internal dimensions)

- 4 x LED ceiling down lights
- 2 x Double power points
- Walk in robe (If applicable)
- 1 x LED ceiling down lights in WIR
- Privacy door handle

KITCHEN (Min 10m2 with min 3000mm clear internal dimensions)

- All cabinetry to use high moisture resistant whiteboard with 1mm PVC edging
- 32mm benchtop, min width 600mm with high pressure laminate and roll form edges
- Doors, drawer fronts and end panels to use Polytech melamine board or equivalent
- Design Brief – Class One Single Residential Affordable Dwellings Rev 1.2 Page 13 of 25
- 600mm opening including plumbing and GPO for the provision of a dishwasher, (dishwasher provided by Buyer)
- Opening for the provision of microwave, (microwave provided by Buyer)
- Four drawer unit to include cutlery tray insert
- All doors and drawers to use "soft close" door furniture
- 96mm stainless door and drawer handles
- Minimum clear opening for fridge, (fridge provided by Buyer) 1800mm high x 850mm wide
- All wall surfaces adjoining benchtop to having tiling to the underside of overhead cupboards or at least 300mm above the bench where there is no cupboard above
- Sink stainless steel 1 1/2 bowl with drainer - Clark Punch or equivalent
- Oven - Westinghouse WVE615S or equivalent
- Cooktop - Westinghouse WHS642SA or equivalent



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- Ducted Range hood - Westinghouse WRR614SA or equivalent externally ventilated
- Stainless Steel Mixer - Venecia Sink Mixer 631001C4A or equivalent
- 2 GPOS (power points) in the kitchen + for the appliances
- 3 x LED ceiling down lights

FAMILY/MEALS (Min 30m² with min 3600mm clear internal dimensions)

- 6 x LED ceiling down lights
- 4 x Double power points
- 1 x TV outlet point
- 1 x Phone/data point

BEDROOMS 2 AND 3 (Min 9m² with min 3000mm clear internal dimensions)

- 2 x LED ceiling down lights
- 2 x Double power points
- Built in robes as per plan with mirror sliding doors and single bank of 3 shelves in white melamine, top shelf with chrome hanging rail under

COMMON BATHROOM

Bathroom - (Min 4m² with min 1800mm clear internal dimensions) and WC (Min 1500m with min 1500mm clear internal dimensions)

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

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



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Toilet	Stylus Close Coupled PRI400SC-A Prima II or equivalent
Bath (where installed)	Caroma Stirling 1525mm bath or equivalent

LAUNDRY (Min 2m2 with min 1500mm clear internal dimensions – where applicable)

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

GARAGE or Carport

- Roller door (Standard Colourbond colour) (If Applicable)
- 2 x Ceiling florescent lights
- 1 x Double power points
- 1 x Provision for an electrical vehicle charge point

EXTRAS: (UPGRADED AND INCLUDED WITHIN THE PRICE)

- Recess in all showers and next to bathtub (if not against a load bearing wall)

NOTE: The builder reserves the right to substitute inclusions of similar quality and value depending on availability.



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AREA	
GROUND FLOOR	54.41 m ²
UPPER FLOOR	31.25 m ²
TOTAL	85.66 m²

LEGEND:	
STANDARD TIMBER FILING FENCE	
POOL TYPE FENCE	
FRAMING	
CONCRETE	
BRICK	
WINE	
PTISOPURAN GREEN PAVING	

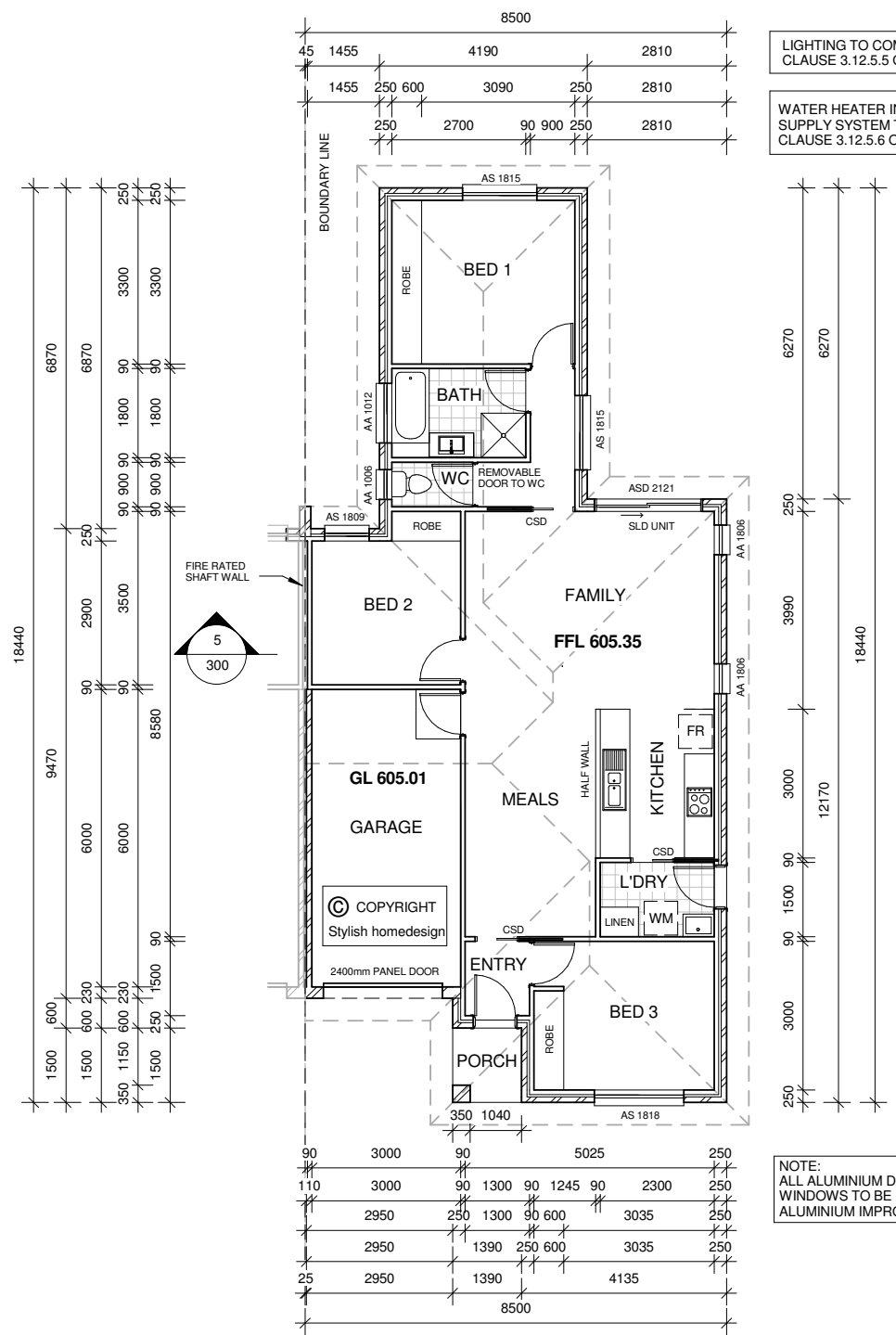


FLOOR PLAN
SCALE: 1:100

1 Lower Station - 10/10/2016 - 10/10/2016
 20 Builders - 10/10/2016 - 10/10/2016
 20 Builders - 10/10/2016 - 10/10/2016
 20 Builders - 10/10/2016 - 10/10/2016
 Tel: 02 62422000
 Web: www.stylishhomedesign.com.au



ELEVATION
SCALE: 1:100



LIGHTING TO COMPLY WITH CLAUSE 3.12.5.5 OF THE BCA

WATER HEATER IN HOT WATER SUPPLY SYSTEM TO COMPLY WITH CLAUSE 3.12.5.6 OF THE BCA

NOTE:
ALL ALUMINIUM DOORS & WINDOWS TO BE ALUMINIUM IMPROVED.

AREA	
RESIDENCE	100.26 m ²
GARAGE	20.22 m ²
PORCH	2.09 m ²
122.57 m ²	

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- GENERAL NOTES:
- ALL WORK TO BE DONE IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS
 - BUILDER TO VERIFY ALL DIMENSIONS ON SITE.
 - DO NOT SCALE DRAWINGS, ALL DIMENSIONS IN mm
 - ALL CONCRETE SLABS & FOOTINGS TO BE IN ACCORDANCE WITH S.A.A 2870.1
 - ALL TIMBER WORKS TO BE DONE IN ACCORDANCE WITH TIMBER FRAMING CODE



33 Mapleton Avenue
Harrison ACT 2914

- new homes • extensions • renovations
- 3D illustrations
- energy efficiency ratings

Mobile: 0409 208 853
Tel: 02-62420043
Fax: 02-62420013

CLIENT:
XX

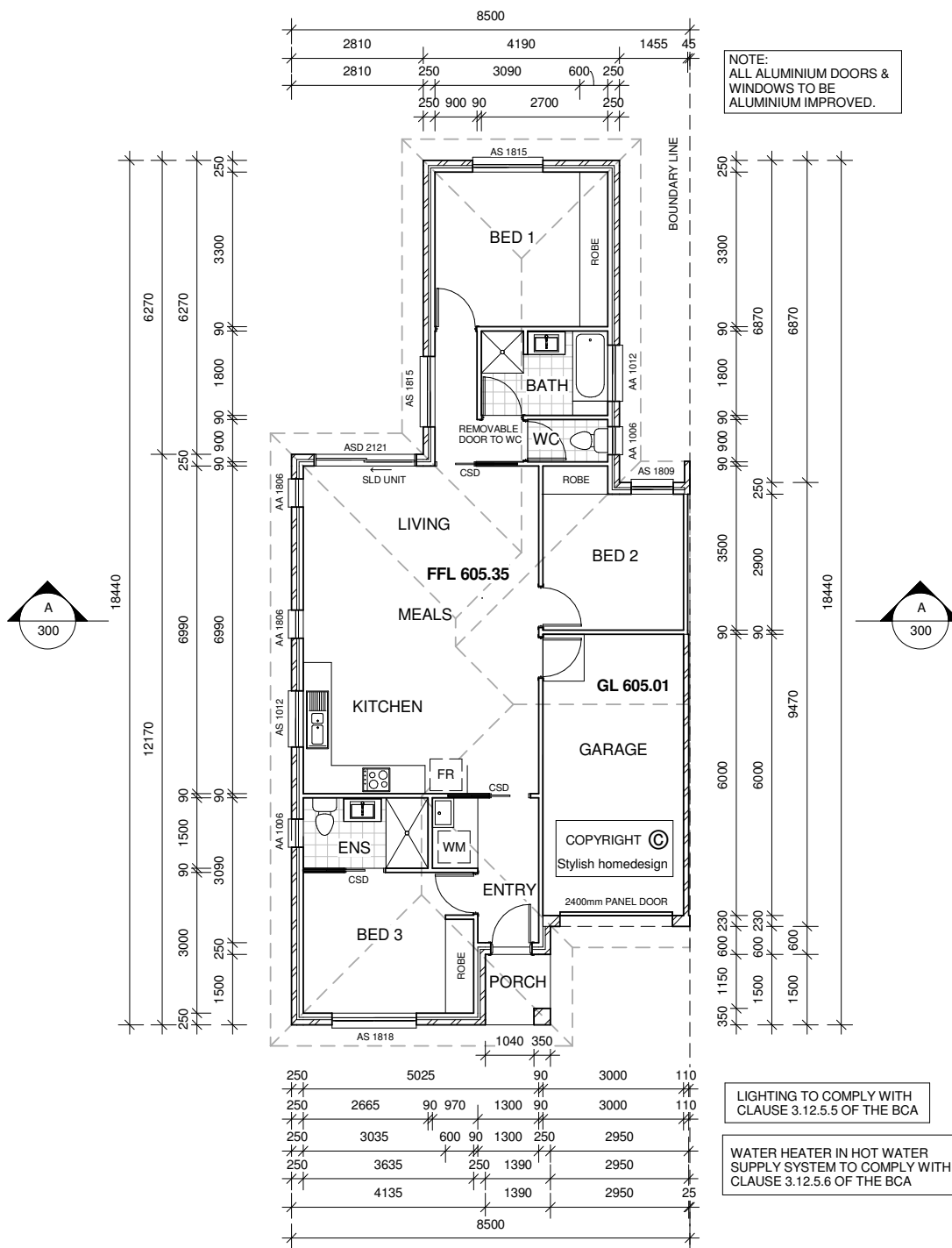
PROJECT NAME:
PROPOSED RESIDENCE

BLOCK: X SECTION: XX
SUBURB: HARRISON

TITLE:
GROUND FLOOR PLAN

SCALE: 1 : 100@A3
DATE: 25.05.12

SHEET No: 200
JOB No: 05164-B



- GENERAL NOTES:
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 - BUILDER TO VERIFY ALL DIMENSIONS ON SITE.
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Mobile: 0409 208 853
Tel: 02-62420043
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CLIENT:

X

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PROPOSED
RESIDENCE

BLOCK: X SECTION: X

SUBURB: HARRISON

TITLE:

GROUND FLOOR
PLAN

SCALE:

1 : 100@A3

DATE:

25.05.12

SHEET No:

200

JOB NO:

05165-B

AREA	
RESIDENCE	100.26 m ²
GARAGE	20.22 m ²
PORCH	2.09 m ²
122.57 m ²	

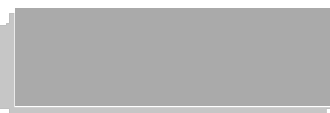
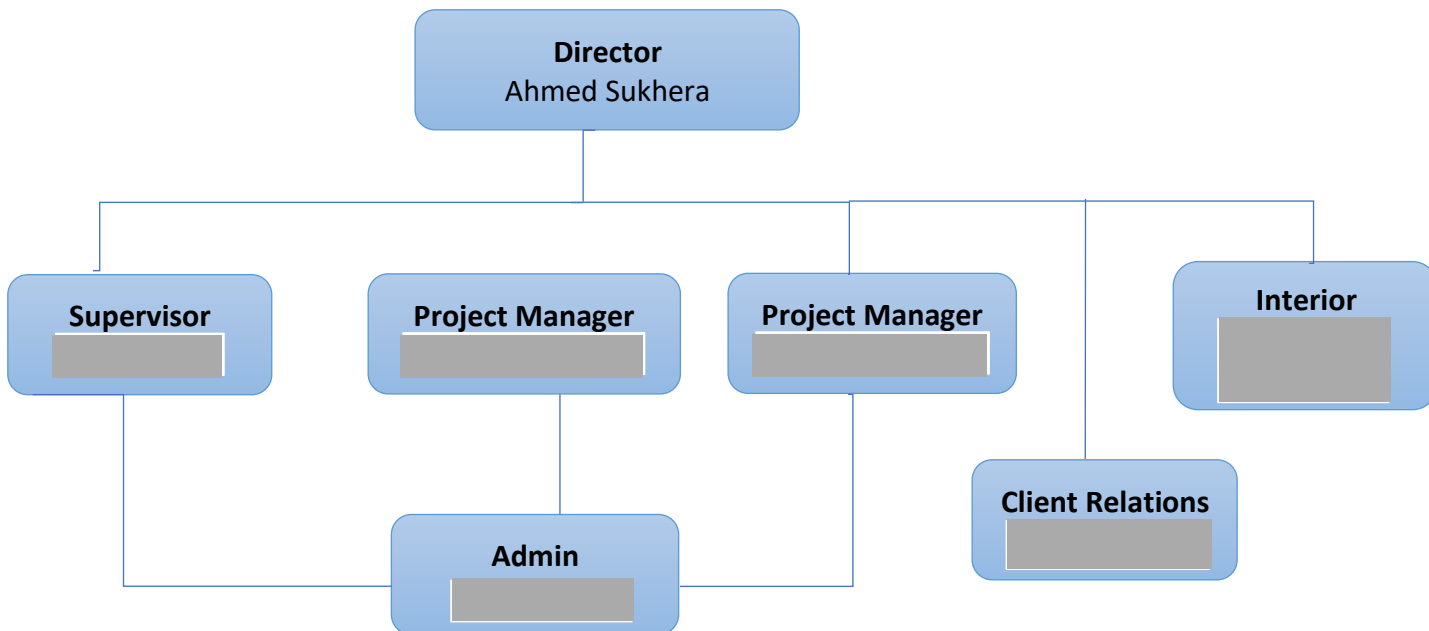
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Team and Experience

Licensed Builder: ALN Construction Group Pty Ltd

License no. 2017618

Organisational Chart



0403 306 714



@alngroup.com.au
www.alngroup.com.au

TEAM:

Ahmed Sukhera | **Managing Director**

Details- phone: 0403306714 | email: Sch 2.2(a)(ii)

Sch 2.2(a)(ii)



0403 306 714



@alngroup.com.au
www.alngroup.com.au



[Redacted] | **Project Manager**

Phone: Sch 2.2(a)(ii) | email: Sch 2.2(a)(ii)

Sch 2.2(a)(ii)



0403 306 714



[Redacted]@alngroup.com.au
www.alngroup.com.au



[Redacted] | **Project Manager**

Phone: Sch 2.2(a)(ii) | email: Sch 2.2(a)(ii)

Sch 2.2(a)(ii)



0403 306 714



[Redacted]@alngroup.com.au
www.alngroup.com.au



**ALN
CONSTRUCTION**
BUILDING THE FUTURE | BUILDING YOUR DREAMS

[Redacted] | **Project Supervisor**
Phone: Sch 2.2(a)(ii) | email: Sch 2.2(a)(ii)

Sch 2.2(a)(ii)



[Redacted]



0403 306 714



[Redacted]@alngroup.com.au
www.alngroup.com.au

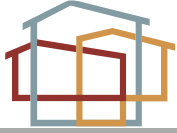
Relevant Experience

ALN Construction is a Canberra based construction company, focusing on cost efficient and high-end residential houses. Our company consists of dedicated and hardworking individuals who strive for excellence and high-quality project outcomes. The in-house team works together to design and build spaces that are custom-tailored to meet the unique needs of our clients. We take care of every detail from concept to completion ensuring that full control over every aspect of a project is maintained, helping to keep the highest standards and deliver the best possible service quality.

We have successfully completed over 25 projects over the last 3 years, worth combined contract value of Sch 2.2(a)(xi) and further 10 projects under construction worth a combined value of Sch 2.2(a)(xi) (Details as below)

COMPLETED PROJECTS IN LAST THREE YEARS

<u>Suburb</u>	<u>Block</u>	<u>Section</u>	<u>Development Type</u>	<u>Completed year</u>
Sch 2.2(a)(xi)				



Sch 2.2(a)(xi)

PROJECTS UNDER CONSTRUCTION (Worth Combined contract Value 8,200,000.00)

<u>Suburb</u>	<u>Block</u>	<u>Section</u>	<u>Development Type</u>	<u>Stage of Construction</u>
---------------	--------------	----------------	-------------------------	------------------------------

Sch 2.2(a)(xi)

Certifier's and Engineer's References Attached below



0403 306 714



@alngroup.com.au
www.alngroup.com.au



Thomas Certifiers
ABN 41 543 705 775

To whom it may concern

TECHNICAL REFERENCE: ALN Construction Group Pty Ltd

This letter serves to confirm that ALN Construction Group Pty Ltd has the knowledge and the experience to fulfil the requirements to complete standard residential projects to the highest of standards.

Over the past 4 years under the leadership of Ahmed Fareed Sukhera, ALN Construction Group Pty Ltd have had a successful working relationship with me and performed its obligations in a highly professional and workmanlike manner in the construction process. They have completed 24 residences, worth a combined contract value of Sch 2.2(a)(xi) and have a further 7 residences under construction worth a combined contract value of Sch 2.2(a)(xi)

The workmanship and finish on all projects are to a high standard. I am confident that the company and its staff understand the obligations incumbent on them from the contract for this new larger project and that they would fulfil their obligations and provide all necessary responses to issues raised by me in terms thereof. They are competent administrators of the construction process as well of cost management. I have no hesitation in providing this positive reference as it has been well earned. I will be glad to work with ALN Construction Group for further projects, as has been the case in the past.

Regards

Sch 2.2(a)(ii)

General Building Surveyor - 2011390
14 October 2020

Pierre Dragh Consulting Engineers Pty Ltd

PO Bo x336, HALL ACT 2618

M: Sch 2.2(a)(ii)

F: 02 6230 9695

E: Sch 2.2(a)(ii)

Tuesday, 4 August 2020

TO WHOM IT MAY CONCERN

TECHNICAL REFERENCE: ALN Construction Group Pty Ltd

I have worked with ALN Construction Group for past 5 years and can confidently confirm that the company can successfully complete the below project with a high level of professionalism, experience and commitment to quality:

- Project type: New Residence
- Project address: Sch 2.2(a)(ii)
- Contract Sum: Sch 2.2(a)(xi)
- Commencement Date: 30 July 2020
- Practical Completion: 10 Oct 2021
- Project Size: 829.20sqm
- Project description:

A large and fully detailed residence consisting of 6 Bedrooms with en-suites, Plant room, living room, Dining room, Family room, Media room, Kitchen, Meals, Laundry and Pantry, Meditation room, 2xDouble lock up Garages, and Landscape works. The project is highly detailed with unique finishes and inclusions

- Contractors Performance:

I have a successful working relationship with ALN Construction Group and worked with the company on 28 Projects over the last 5 years with a total contract value of Sch 2.2(a)(xi) They have done high end projects in Denman Prospect, however Redhill project is structurally a bigger project than all of their previous projects but I'm confident that the team's competence and knowledge of construction process would enable them to complete this project efficiently.

Sch 2.2(a)(ii)

From our past experience, the company and its staff understands the obligations incumbent on them from the contract and would provide all necessary response to issues raised by us in terms thereof. We have no hesitation in providing this positive reference for this Redhill project as it has been well earned based on our working experience. We will be glad to work with ALN Construction Group for further projects, as has been the case in the past.

We trust this reference meets your requirements; however you should require any additional information, please don't hesitate to contact me.

Kind regards

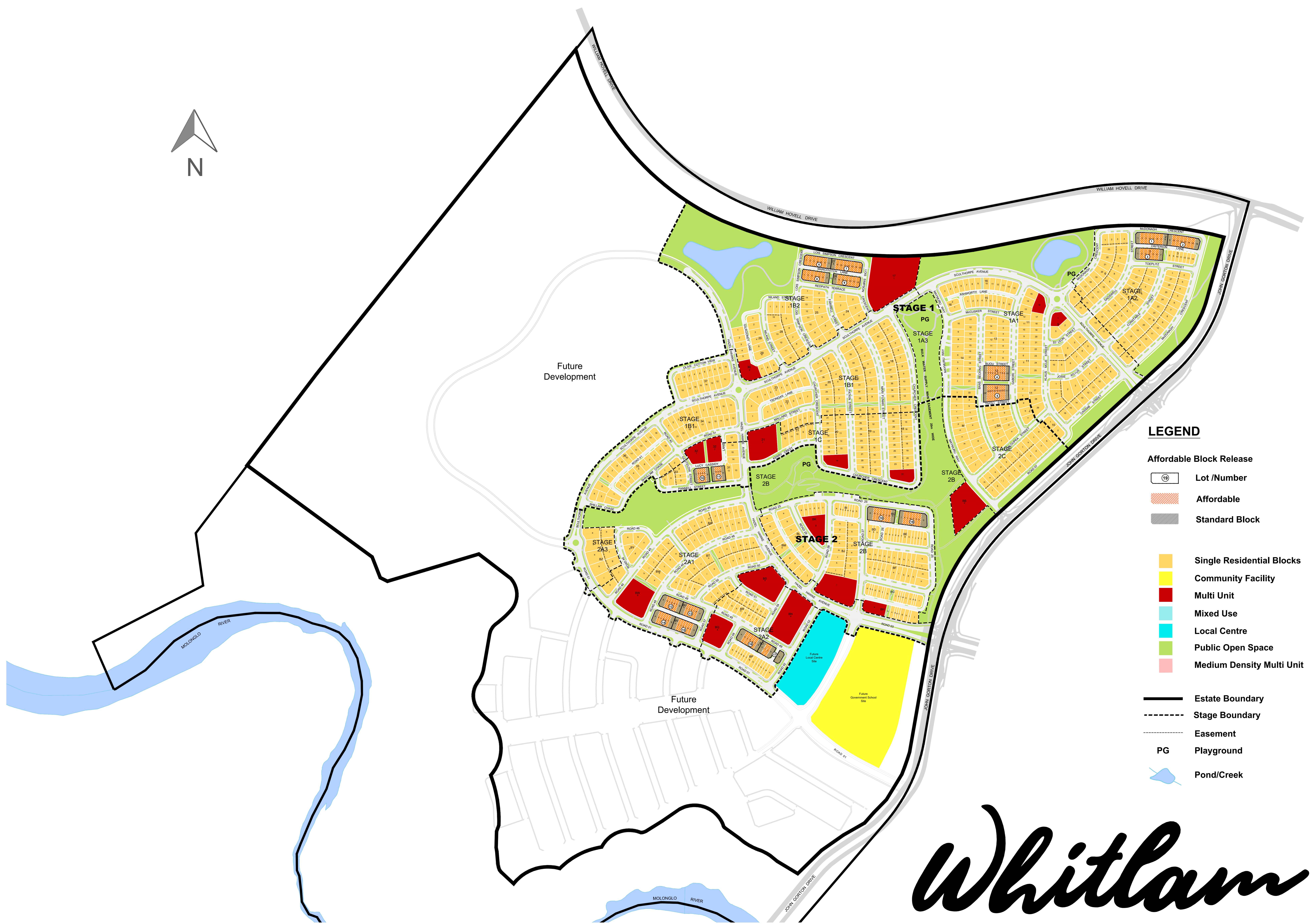
Sch 2.2(a)(ii)

Pierre Dragh

MIE AUST: 1158352

RPEQ: 5882





LEGEND

- Affordable Block Release
 - Lot /Number
 - Affordable
 - Standard Block

- Single Residential Blocks
- Community Facility
- Multi Unit
- Mixed Use
- Local Centre
- Public Open Space
- Medium Density Multi Unit

- Estate Boundary
- Stage Boundary
- Easement
- PG Playground
- Pond/Creek

Whitlam

MAP IS INDICATIVE ONLY
Map is indicative only. The ACT Government makes no warranty to the accuracy or completeness of information on this map 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 ACT Government will not be responsible for any loss or damage that may be incurred as a result of your reliance upon this map.

From: Valeri, Teagan
Sent: Monday, 23 November 2020 2:27 PM
To: Tennent, Simon; Hanigan, Jessica; Henshaw, Kerry
Cc: Mayo, Tracy
Subject: RE: Whitlam Affordable Housing RFT: Clarifying Question - ALN Construction Submission

OFFICIAL: Sensitive

Hi Simon

Happy for this provided this is recorded appropriately in the report to indicate this amendment 😊

Cheers

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

From: Tennent, Simon <Simon.Tennent@act.gov.au>
Sent: Monday, 23 November 2020 9:52 AM
To: Hanigan, Jessica <Jessica.Hanigan@act.gov.au>; Valeri, Teagan <Teagan.Valeri@act.gov.au>; Henshaw, Kerry <Kerry.Henshaw@act.gov.au>
Cc: Mayo, Tracy <Tracy.Mayo@act.gov.au>
Subject: FW: Whitlam Affordable Housing RFT: Clarifying Question - ALN Construction Submission

OFFICIAL: Sensitive

Good Morning Panel

As discussed last week, ALN Constructions have since come back with confirmation of their WHS record (see below).

In light of this we agreed that we would increase their score for WHS from 12 to 14 which I have done in the attached spreadsheet.

The net result is that ALN now become the preferred tenderer for block 3 (was previously Kolak) and block 19 (was previously Sunny).

Can you please confirm your agreement to this and I will progress the evaluation report.

Kind regards

Simon Tennent

Development Director - Molonglo

T: 02 6205 4961

Suburban Land Agency | ACT Government

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

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<https://suburbanland.act.gov.au/whitlam/stories>.



From: Mayo, Tracy <Tracy.Mayo@act.gov.au>

Sent: Friday, 20 November 2020 4:18 PM

To: Tennent, Simon <Simon.Tennent@act.gov.au>

Subject: FW: Whitlam Affordable Housing RFT: Clarifying Question - ALN Construction Submission

OFFICIAL

Hi Simon
Please see below response from Ahmed in relation to the clarifying question.
He also followed up with a phone call to say that he may have a copy of the improvement notice on file, but it would take him some time to locate. I advised him I would let him know if we required anything further.
He also wanted an update on anticipated timeframes for letting people know.
Let me know if you require any further information.
Thanks
Tracy

From: Ahmed Sukher [Sch 2.2\(a\)\(ii\)](#)
Sent: Friday, 20 November 2020 4:05 PM
To: Mayo, Tracy <Tracy.Mayo@act.gov.au>
Subject: Re: Whitlam Affordable Housing RFT: Clarifying Question - ALN Construction Submission

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.

Good Afternoon Tracy,

Thanks for your email, please give me a call if you need any further clarification, thanks

b) ALN has never received an infringement and Prohibition from WorksafeACT. However, we got an improvement notice for one of our sites in Denman Prospect.

c) ALN has never been prosecuted for breaches of the WH laws and regulations

Should you have any questions, please contact me at your earliest convenience.

Kind regards,

 **Ahmed Sukhera**

From: Ahmed Sukher Sch 2.2(a)(ii)
Sent: Friday, 20 November 2020 4:05 PM
To: Mayo, Tracy
Subject: Re: Whitlam Affordable Housing RFT: Clarifying Question - ALN Construction Submission

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Kind regards,



Ahmed Sukhera

Managing Director

ALN Construction Group Pty Ltd

m: 0403 306 714

e: Sch 2.2(a)(ii)

w: www.alngroup.com.au

On Fri, Nov 20, 2020 at 3:54 PM Mayo, Tracy <Tracy.Mayo@act.gov.au> wrote:

OFFICIAL

Good afternoon Ahmed,

Thank you for submitting a response for the Whitlam Affordable Housing Tender (062020.Whitlam.Aff).

The Tender Evaluation is underway and the Panel had a question regarding your response to Returnable Schedule 4 – Work Health & Safety:

RETURNABLE SCHEDULE 4 - WORK HEALTH & SAFETY

The Tenderer should include:

- (a) an outline of their WHS management plan or system and a commitment to complying with relevant WHS laws and regulations;
- (b) if they received from Worksafe ACT any improvement, prohibition and infringement notices in the last 12 months; and
- (c) if they have ever been prosecuted for breaches of WHS laws and regulations.

Your response answered component (a) of this schedule, however you did not provide any response for item (b) or (c).

To allow us to assess your submission, can you please provide in writing if:

- b) ALN Construction have received from WorksafeACT any improvement, prohibition and infringement notices in the last 12 months; and
- c) if ALN Construction have ever been prosecuted for breaches of the WH laws and regulations.

If you can please provide this response by COB Monday 23 November 2020.

Many thanks

Tracy Mayo

Sales & Client Services Officer

T: 02 6205 4062 | 02 6205 0600

Suburban Land Agency | ACT Government

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

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**The Suburban Land Agency
has moved find us at:**

**480 Northbourne Avenue
Dickson**



From: Hanigan, Jessica
Sent: Tuesday, 24 November 2020 11:44 AM
To: Tennent, Simon
Cc: Mayo, Tracy; Henshaw, Kerry; Valeri, Teagan
Subject: RE: Whitlam Affordable Housing RFT: Clarifying Question - ALN Construction Submission

OFFICIAL: Sensitive

Hi Simon

Agreed.

Thank you.

Kind regards

Jess

From: Henshaw, Kerry <Kerry.Henshaw@act.gov.au>
Sent: Monday, 23 November 2020 2:30 PM
To: Tennent, Simon <Simon.Tennent@act.gov.au>; Hanigan, Jessica <Jessica.Hanigan@act.gov.au>; Valeri, Teagan <Teagan.Valeri@act.gov.au>
Cc: Mayo, Tracy <Tracy.Mayo@act.gov.au>
Subject: RE: Whitlam Affordable Housing RFT: Clarifying Question - ALN Construction Submission

OFFICIAL: Sensitive

Hi Simon

I agree with this.

Regards

Kerry

From: Tennent, Simon <Simon.Tennent@act.gov.au>

Sent: Monday, 23 November 2020 9:52 AM

To: Hanigan, Jessica <Jessica.Hanigan@act.gov.au>; Valeri, Teagan <Teagan.Valeri@act.gov.au>; Henshaw, Kerry <Kerry.Henshaw@act.gov.au>

Cc: Mayo, Tracy <Tracy.Mayo@act.gov.au>

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OFFICIAL: Sensitive

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Simon Tennent

Development Director - Molonglo

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Thanks
Tracy

From: Ahmed Sukher [Sch 2.2(a)(ii)]
Sent: Friday, 20 November 2020 4:05 PM
To: Mayo, Tracy <Tracy.Mayo@act.gov.au>
Subject: Re: Whitlam Affordable Housing RFT: Clarifying Question - ALN Construction Submission

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Kind regards,



Ahmed Sukhera

Managing Director

ALN Construction Group Pty Ltd

m: 0403 306 714

e: Sch 2.2(a)(ii)

w: www.alngroup.com.au

On Fri, Nov 20, 2020 at 3:54 PM Mayo, Tracy <Tracy.Mayo@act.gov.au> wrote:

OFFICIAL

Good afternoon Ahmed,

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Your response answered component (a) of this schedule, however you did not provide any response for item (b) or (c).

To allow us to assess your submission, can you please provide in writing if:

- b) ALN Construction have received from WorksafeACT any improvement, prohibition and infringement notices in the last 12 months; and
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If you can please provide this response by COB Monday 23 November 2020.

Many thanks

Tracy Mayo

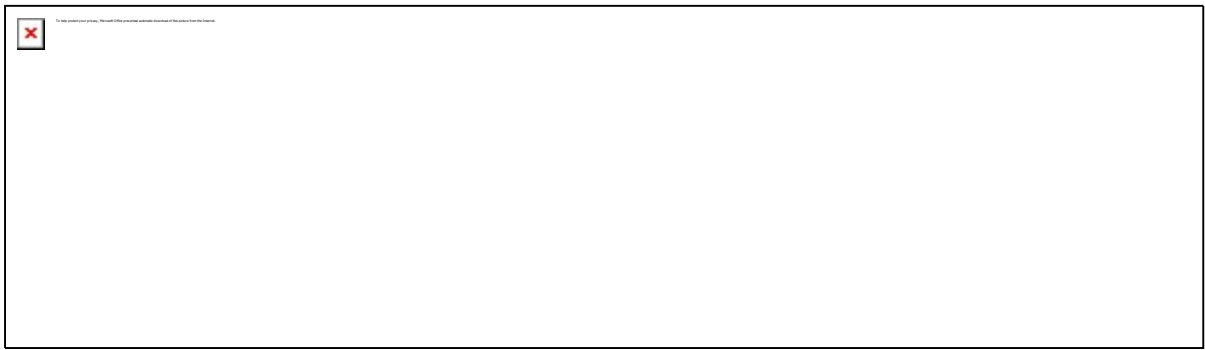
Sales & Client Services Officer

T: 02 6205 4062 | 02 6205 0600

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From: Tennent, Simon
Sent: Tuesday, 8 December 2020 3:15 PM
To: Cox, Simon; Jagarinec, Katrina
Subject: Fwd: Whitlam Affordable Housing RFT - 19 Packaged Lots
Attachments: 20201208_ALN_Whitlam Affordable.pdf

Simon/Kat

Fyi

SimonT

Get [Outlook for Android](#)

From: Mayo, Tracy <Tracy.Mayo@act.gov.au>
Sent: Tuesday, December 8, 2020 12:33:48 PM
To: Ahmed Sukher Sch 2.2(a)(ii)
Subject: Whitlam Affordable Housing RFT - 19 Packaged Lots

OFFICIAL

Good afternoon Ahmed,
Please find attached correspondence regarding the outcome of the Whitlam Affordable Housing RFT.
If you can please provide your solicitor details, by return email, prior to the deadline of 10 December 2020
Kind regards
Tracy

Tracy Mayo

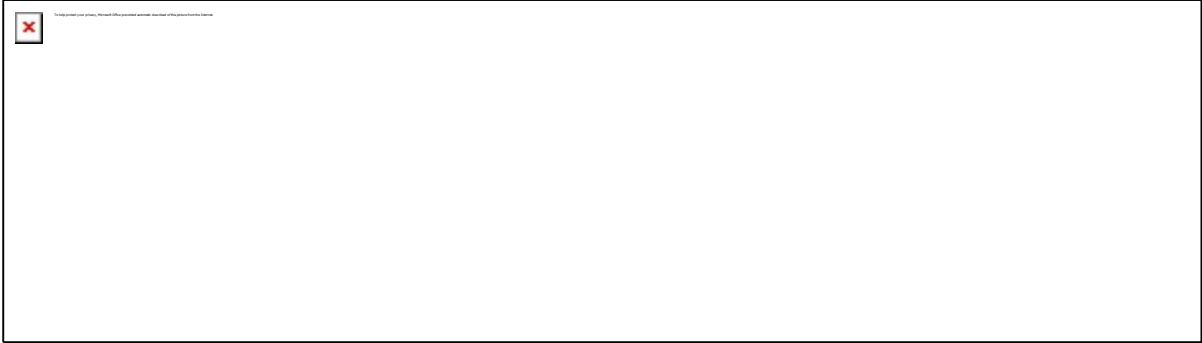
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T: 02 6205 4062 | 02 6205 0600

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ALN Construction Group Pty Ltd

Attn: Ahmed ^{Sch 2.2(a)(ii)} Sukhera

Sch 2.2(a)(ii)

Dear Ahmed

WHITLAM AFFORDABLE HOUSING RFT
LOTS 1 - 19

Thank you for submitting a tender for the above Request for Tender (**RFT**). The tender evaluation process has concluded, and the Suburban Land Agency (**Agency**) is pleased to inform you that your tender has been assessed as the preferred tenderer for the following Lots:

LOT 1	BLOCKS 1 - 8 SECTION 2 DIVISION OF WHITLAM	\$ 1,615,000.00
LOT 2	BLOCKS 9 - 16 SECTION 2 DIVISION OF WHITLAM	\$ 1,630,000.00
LOT 3	BLOCKS 1 - 7 SECTION 3 DIVISION OF WHITLAM	\$ 1,570,000.00
LOT 17	BLOCKS h – k & n SECTION BO DIVISION OF WHITLAM	\$ 1,360,000.00
LOT 19	BLOCKS j - q SECTION BC DIVISION OF WHITLAM	\$ 1,891,000.00

Clayton Utz will provide your lawyer with original counterparts of the Project Delivery Deed and Option Deeds (**Transaction Documents**) for your execution. Please provide us with your lawyer details by 5pm 10 December 2020. If we have not received confirmation from you by this time, the documents will be sent to you directly, as per the address provided on your tender submission.

In accordance with the RFT, the Successful Tenderer must:

- execute the Transaction Documents; and
- provide the Security and original executed Transaction Documents for the relevant Lot to the Agency,

within 5 Business Days after being notified that they are the successful tenderer.

The Agency:

- does not propose to enter into any negotiations; and

- may exclude from consideration any Tender where the Tenderer delays entering into the Transaction Documents, proposes to amend the Transaction Documents, seeks to change its position as set out in their Tender or raises issues not specified in their Tender.

We look forward to working with you to finalise this process.

Yours sincerely

Sch 2.2(a)(ii)

Simon Tennent
Development Director, Molonglo

8 December 2020

From: ACT Affordable Home Purchase
Sent: Wednesday, 9 June 2021 10:29 AM
To: ACT Affordable Home Purchase; Ahmed Sukhera
Cc: Sch 2.2(a)(ii)
Subject: RE: ALN draft plans for affordable housing Whitlam
Attachments: Whitlam Affordable Housing Packaged Lots - Pricing Schedule - Lots 6&7.docx

OFFICIAL

Morning Ahmed

I'm pleased to advise we have some movement on the sale of the remaining lots in Whitlam.

I can confirm that lots 6 & 7 are available and, should ALN wish to make an offer to purchase, we require a completed pricing schedule (the same as was included in the RFT Returnable Schedules) – attached.

Once we've received a completed pricing schedule, we will review the offer and get back to you on whether this is accepted.

Cheers
Teagan

Teagan Valeri | Manager, Affordable Housing
ACT Affordable Home Purchase Scheme

Phone: 6205 0600 | Email: affordablehomepurchase@act.gov.au

ACT Government | GPO Box 158 Canberra ACT 2601

www.suburbanland.act.gov.au

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From: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>

Sent: Monday, 10 May 2021 11:25 AM

To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>; Ahmed Sukhera Sch 2.2(a)(ii)

Cc: Sch 2.2(a)(ii)

Subject: RE: ALN draft plans for affordable housing Whitlam

OFFICIAL

Good Morning Ahmed

Thanks for your call this morning. As discussed, I can advise that lots 6 & 7 will be made available for sale. I am currently seeking an update on this process and will let you know as soon as I am advised.

I will also let you know should the policy team be available for a discussion with you regarding build costs.

Kind Regards

Teagan Valeri | Manager, Affordable Housing
ACT Affordable Home Purchase Scheme

Phone: 6205 0600 | Email: affordablehomepurchase@act.gov.au

ACT Government | GPO Box 158 Canberra ACT 2601

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From: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>

Sent: Friday, 30 April 2021 9:08 AM

To: Ahmed Sukhera Sch 2.2(a)(ii); ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>

Cc: Sch 2.2(a)(ii)

Subject: RE: ALN draft plans for affordable housing Whitlam

OFFICIAL

Good Morning Ahmed

Thanks for your email.

Please note the lots are not yet available over the counter for sale, however we are expecting this to occur next week. A sales agent will be engaged to market the remaining sites and we will provide your contact details to them as soon as things are moving.

Cheers
Teagan

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From: Ahmed Sukhera [Sch 2.2(a)(ii)]
Sent: Friday, 30 April 2021 8:40 AM
To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>
Cc: [Sch 2.2(a)(ii)]
Subject: Re: ALN draft plans for affordable housing Whitlam

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,

Hope you are well.

I haven't heard anything from the sales team yet. Please pass on the details to me or get them to give me a call as soon as possible, thanks

Should you have any questions, please contact me at your earliest convenience.

Kind regards,



Ahmed Sukhera

Managing Director

ALN Construction Group Pty Ltd

m: 0403 306 714

e: Sch 2.2(a)(ii)

w: www.alngroup.com.au

On Fri, Apr 9, 2021 at 3:13 PM ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au> wrote:

OFFICIAL

Good Afternoon Sch 2.2(a)(ii)

Thank you for your emails and subsequent phone call today. Apologies for taking a few days, we are quite busy at the moment.

Regarding your question pertaining to the **non-**affordable blocks – the Security is attached to the performance requirements of the Project Delivery Deed. As these requirements are related to the Affordable blocks only, the non affordable dwellings are not considered against the performance.

Please note that my colleague in Sales who has been managing the remaining sales is currently on leave – however I should receive some information by Monday for you.

I will review both provided drawings against the design brief requirements and have something back to you either this afternoon or early Monday.

Kind Regards

Teagan Valeri | Manager, Affordable Housing
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Phone: 6205 0600 | Email: affordablehomepurchase@act.gov.au

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From: Sch 2.2(a)(ii)
Sent: Tuesday, 6 April 2021 12:54 PM
To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>
Cc: Ahmed Sukhera Sch 2.2(a)(ii); Sch 2.2(a)(ii)
Subject: ALN draft plans for affordable housing Whitlam

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.

Hey Tegan,

Please disregard the previous email. Attached are the updated drawings.

The following blocks are outside the non affordable guidelines.

Block 1 and 7 Section 3
Block 8 and 11 Sec 65
Block 1 section 67

Block 9 and 16 Section 44

As you confirmed over the phone the affordable design brief/guidelines do not apply to them. Can you please let me know how the security deposit works for these? As we have already paid it and if we are not bound to the guidelines can we get the refund?

Can you also send us the list of available lots for affordable housing in Whitlam.

If you have any questions feel free to contact me at your earliest convenience.

Regards,



Sch 2.2(a)(ii)

Operations Manager
ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)

Lot	Affordable Housing Block	Land Rent Block Yes / No	Section	Block	Area m ²	Price
6	Yes		27	1	242	\$
	Yes		27	2	222	\$
	Yes		27	3	222	\$
	Yes		27	4	222	\$
	Yes		27	5	222	\$
	Yes		27	6	222	\$
				27	7	263
Lot 6 Price						\$
7			27	8	263	\$
	Yes		27	9	225	\$
	Yes		27	10	222	\$
	Yes		27	11	222	\$
	Yes		27	12	222	\$
	Yes		27	13	222	\$
	Yes		27	14	222	\$
	Yes		27	15	242	\$
Lot 7 Price						\$

From: Sch 2.2(a)(ii)
Sent: Thursday, 1 July 2021 1:36 PM
To: ACT Affordable Home Purchase
Cc: Ahmed Sukhera
Subject: Re: ALN draft plans for affordable housing Whitlam
Attachments: Whitlam Affordable Housing Packaged Lots - Pricing Schedule - Lots 6&7.pdf

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.

Hey Tegan,

Please find attached the pricing schedule as requested.

If you have any questions feel free to contact me at your earliest convenience. Thank you.

Regards,



Sch 2.2(a)(ii)

Operations Manager

ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)

On Wed, Jun 30, 2021 at 10:28 AM ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au> wrote:

OFFICIAL

Morning Ahmed

Just touching base to see whether ALN are considering the below? Please let me know if you are no longer interested.

Kind Regards

Teagan

**Teagan Valeri | Manager, Affordable Housing
ACT Affordable Home Purchase Scheme**

Phone: 6205 0600 | Email: affordablehomepurchase@act.gov.au

ACT Government | GPO Box 158 Canberra ACT 2601

www.suburbanland.act.gov.au

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From: ACT Affordable Home Purchase

Sent: Monday, 21 June 2021 10:14 AM

To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>; Ahmed Sukhera Sch 2.2(a)(ii)

Cc: Sch 2.2(a)(ii)

Subject: RE: ALN draft plans for affordable housing Whitlam

OFFICIAL

Morning Ahmed

Apologies this took so long to get through to you. Following our phone call last fortnight I have sought approval to provide you with the reserve prices for the subject lots. Please see below table.

Suburb	Total in Package	Min Number of Affords	Affordable?	Package	Section	Block	GST	Block Prices		Reserve Price
Whitlam	7	6	Yes	AFF 06	27	1	Inc	\$132,000	\$545	
Whitlam			Yes	AFF 06	27	2	Inc	\$128,000	\$577	

Whitlam			Yes	AFF 06	27	3	Inc	\$128,000	\$577	
Whitlam			Yes	AFF 06	27	4	Inc	\$128,000	\$577	
Whitlam			Yes	AFF 06	27	5	Inc	\$128,000	\$577	
Whitlam			Yes	AFF 06	27	6	Inc	\$128,000	\$577	
Whitlam			No	AFF 06	27	7	Inc	\$240,000	\$913	<u>\$1,012,000</u>
Whitlam	8	7	No	AFF 07	27	8	Inc	\$240,000	\$913	
Whitlam			Yes	AFF 07	27	9	Inc	\$115,000	\$511	
Whitlam			Yes	AFF 07	27	10	Inc	\$115,000	\$518	
Whitlam			Yes	AFF 07	27	11	Inc	\$115,000	\$518	
Whitlam			Yes	AFF 07	27	12	Inc	\$115,000	\$518	
Whitlam			Yes	AFF 07	27	13	Inc	\$115,000	\$518	
Whitlam			Yes	AFF 07	27	14	Inc	\$115,000	\$518	
Whitlam			Yes	AFF 07	27	15	Inc	\$121,000	\$500	<u>\$1,051,000</u>

Kind Regards
Teagan

Teagan Valeri | Manager, Affordable Housing
ACT Affordable Home Purchase Scheme

Phone: 6205 0600 | Email: affordablehomepurchase@act.gov.au

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From: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>

Sent: Wednesday, 9 June 2021 10:29 AM

To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>; Ahmed Sukhera Sch 2.2(a)(ii)

Cc: Sch 2.2(a)(ii)

Subject: RE: ALN draft plans for affordable housing Whitlam

OFFICIAL

Morning Ahmed

I'm pleased to advise we have some movement on the sale of the remaining lots in Whitlam.

I can confirm that lots 6 & 7 are available and, should ALN wish to make an offer to purchase, we require a completed pricing schedule (the same as was included in the RFT Returnable Schedules) – attached.

Once we've received a completed pricing schedule, we will review the offer and get back to you on whether this is accepted.

Cheers

Teagan

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ACT Affordable Home Purchase Scheme

Phone: 6205 0600 | Email: affordablehomepurchase@act.gov.au

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Cc: Sch 2.2(a)(ii)

Subject: RE: ALN draft plans for affordable housing Whitlam

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I will also let you know should the policy team be available for a discussion with you regarding build costs.

Kind Regards

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Phone: 6205 0600 | Email: affordablehomepurchase@act.gov.au

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From: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>

Sent: Friday, 30 April 2021 9:08 AM

To: Ahmed Sukhera Sch 2.2(a)(ii) [REDACTED]; ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>

Cc: Sch 2.2(a)(ii) [REDACTED]

Subject: RE: ALN draft plans for affordable housing Whitlam

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Good Morning Ahmed

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Please note the lots are not yet available over the counter for sale, however we are expecting this to occur next week. A sales agent will be engaged to market the remaining sites and we will provide your contact details to them as soon as things are moving.

Cheers

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From: Ahmed Sukhera [Sch 2.2(a)(ii)]
Sent: Friday, 30 April 2021 8:40 AM
To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>
Cc: [Sch 2.2(a)(ii)]
Subject: Re: ALN draft plans for affordable housing Whitlam

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Hi Teagan,

Hope you are well.

I haven't heard anything from the sales team yet. Please pass on the details to me or get them to give me a call as soon as possible, thanks

Should you have any questions, please contact me at your earliest convenience.

Kind regards,



Ahmed Sukhera

Managing Director

ALN Construction Group Pty Ltd

m: 0403 306 714

e: Sch 2.2(a)(ii)

w: www.alngroup.com.au

On Fri, Apr 9, 2021 at 3:13 PM ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au> wrote:

OFFICIAL

Good Afternoon Sch 2.2(a)(ii)

Thank you for your emails and subsequent phone call today. Apologies for taking a few days, we are quite busy at the moment.

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From: Sch 2.2(a)(ii)
Sent: Tuesday, 6 April 2021 12:54 PM
To: ACT Affordable Home Purchase <affordablehomepurchase@act.gov.au>
Cc: Ahmed Sukhera Sch 2.2(a)(ii); Sch 2.2(a)(ii)
Subject: ALN draft plans for affordable housing Whitlam

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Hey Tegan,

Please disregard the previous email. Attached are the updated drawings.

The following blocks are outside the non affordable guidelines.

Block 1 and 7 Section 3
Block 8 and 11 Sec 65
Block 1 section 67

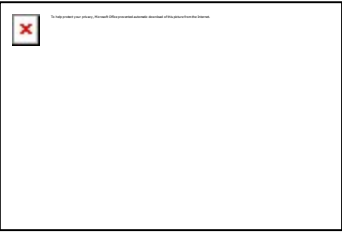
Block 9 and 16 Section 44

As you confirmed over the phone the affordable design brief/guidelines do not apply to them. Can you please let me know how the security deposit works for these? As we have already paid it and if we are not bound to the guidelines can we get the refund?

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Sch 2.2(a)(ii)

Operations Manager
ALN Construction Group Pty Ltd

m: Sch 2.2(a)(ii)

e: Sch 2.2(a)(ii)



Lot	Affordable Housing Block	Land Rent Block Yes / No	Section	Block	Area m ²	Price
6	Yes		27	1	242	\$135,000
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	Yes		27	4	222	\$130,500
	Yes		27	5	222	\$130,500
	Yes		27	6	222	\$130,500
				27	7	263
Lot 6 Price						\$1,037,500
7			27	8	263	\$250,000
	Yes		27	9	225	\$118,000
	Yes		27	10	222	\$118,000
	Yes		27	11	222	\$118,000
	Yes		27	12	222	\$118,000
	Yes		27	13	222	\$118,000
	Yes		27	14	222	\$118,000
	Yes		27	15	242	\$125,000
Lot 7 Price						\$1,201,000



From: ACT Affordable Home Purchase
Sent: Tuesday, 7 December 2021 11:46 AM
To: Sch 2.2(a)(ii)
Subject: Confirming your Interest in the Whitlam Affordable Release - ALN

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.



Confirming your response to the Whitlam Affordable Release - ALN

Thank you for registering your interest in the Whitlam House & Land release.

A ballot* will be drawn to determine those with an opportunity to purchase from the available properties and successful entrants will be advised no later than **Monday 1 November 2021**.

If you ticked the box to say you will apply, please note you need to do so by [completing the](#)

[form here](#) no later than 16 December 2021.

***Terms and Conditions Apply**

The Affordable Home Purchase Team reserves the right to exclude entries for:

- Multiple entries – eg. if you use multiple email addresses to register, you and your partner/second applicant enter using different Unique IDs or email addresses
- Failure to [Register](#) and/or [Apply](#) by the advised cut off dates
- Failure to provide requested documentation should your application be incomplete
- Using a different email address to express your interest than the one you used to register and apply

Thank you

The Affordable Home Purchase Team



Copyright © 2021 Suburban Land Agency, All rights reserved.

You are receiving this email because you registered your interest for the Affordable Home Purchase database.

Our mailing address is:

Suburban Land Agency

480 Northbourne Ave

DICKSON, ACT 2602

Australia

[Add us to your address book](#)

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You can [update your preferences](#) or [unsubscribe from this list](#).

