PROJECT DELIVERY DEED

BLOCK 2 SECTION 229 GUNGAHLIN OR
BLOCK 3 SECTION 248 GUNGAHLIN OR
BLOCK 4 SECTION 248 GUNGAHLIN OR
BLOCK 7 SECTION 249 GUNGAHLIN

Parties

SUBURBAN LAND AGENCY

Prepared by

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CONTENTS

1. Interpretation 1

2. Term 5

3. Design and Development Outcomes 5

4. Security 5

5. Costs of Development and Approvals 7

6. Sale of property 8

7. Indemnity 9

8. Preservation of the Suburban Land Agency's rights and Developer's obligations 9

9. Developer's representations and warranties 9

10. Costs and expenses 10

11. Set-off 10

12. Default and Termination 10

13. Parties' Representatives and Notices 12

14. Governing law and jurisdiction 12

15. Dispute Resolution 13

16. Miscellaneous 13

17. Schedules 14

Schedule 1 - Details 15

Schedule 2 – Affordable Housing Requirements 16

Schedule 3 – Not Used 25

Schedule 4 – Not Used 26

Schedule 5 – Verges and Footpaths 27

Annexure C – Eligible Confirmation Letter 28

Annexure D – Finishes and Inclusions Schedule 29

Parties Suburban Land Agency

AND

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

Developer

BACKGROUND

A. The Suburban Land Agency and the Developer have entered into a Contract for Sale for the Land.

B. It is a condition of the Contract for Sale that the Parties enter into this Deed.

C. The Developer has agreed that the Developer will, in developing the Land, comply with the Developer's obligations set out in this Deed.

D. This Deed includes schedules which outline additional specific obligations which the Developer must comply with.

Operative Provisions

IT IS AGREED by the Parties as follows.

1. Interpretation

1.1. Definitions

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

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

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

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

Completion means completion of the Contract for Sale.

Contract for Sale means the contract for sale between the Suburban Land Agency (as seller) and the Developer (as buyer) in relation to the Land.

Contract Price	means the purchase price payable by the Developer to the Suburban Land Agency under the Contract for Sale.
Crown Lease	means the Crown lease in respect of the Land.
Date for Completion	has the same meaning as the date for completion in the Contract for Sale.
Deed	means this project delivery deed and all schedules, annexures and attachments to it.
Deed Date	means the date this Deed is entered into by the Parties noted in this Deed.
Developer	includes the Developer's employees, officers, agents, consultants and contractors.
Development Application	has the same meaning as in the Planning Act and includes any and each variation or amendment to any development application lodged with the Authority.
Development Approval	means approval of a Development Application by the Authority as described in the Planning Act.
Environment Protection Authority	means the person appointed as the environment protection authority under section 11 of the *Environment Protection Act 1997* at the relevant time.
Executive	means the Australian Capital Territory Executive created by section 36 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).
Improvements	means the buildings, structures and fixtures erected on and forming part of the Land.
Insolvency Event	(1) in respect of a natural person: (a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the *Bankruptcy Act 1966* (Cth); or (b) in the reasonable opinion of the Suburban Land Agency the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or (2) in respect of all other entities: (a) any of the events listed in sub-sections 459C(2)(a) to

(f) of the *Corporations Act 2001* (Cth) occur in respect of the entity; or

(b) any other event occurs which, in the reasonable opinion of the Suburban Land Agency is likely to result, or has resulted, in the:

(i) insolvency;

(ii) winding up; or

(iii) appointment of a controller (as that term is defined in the *Corporations Act 2001* (Cth)) in respect of part or all of the property,

of the entity.

For the purposes of subparagraph 2(b), subsections 459C(2)(a) to (f) *Corporations Act 2001* (Cth) are to be read as if applying to all incorporated entities.

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

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

Parties means the Suburban Land Agency and the Developer.

Permitted Substitute Security means a replacement Security in the form described in **clause 4.1.1** provided in accordance with **clause 4.1.8**.

Planning Act means the *Planning and Development Act 2007*.

Provided Security means Security provided under **clause 4**.

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

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

Security has the meaning set out in **clause 4** of this Deed and includes any Permitted Substitute Security.

Security Amount means:

(1) for Block 2 Section 229 Gungahlin, $975,000.00;
(2) for Block 7 Section 249 Gungahlin, $1,090,000.00;
(3) for Block 3 Section 248 Gungahlin, $510,000.00; or
(4) for Block 4 Section 248 Gungahlin, $545,000.00.

Specimen Lease means the specimen lease attached at Annexure B of the Contract for Sale.

Term as described in **clause 2** of this Deed.

Territory when used:

(5) in a geographical sense, the Australian Capital Territory; and

(6) in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

Territory Plan means the territory plan referred to in section 46 of the Planning Act.

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

1.2. General

In this Deed, unless a contrary intention is expressed:

(1) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;

(2) words in the singular include the plural and vice versa;

(3) headings are for convenience only and do not affect the construction or interpretation of this Deed;

(4) an obligation imposed on more than one person binds them jointly and severally;

(5) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust; and

(6) the word "include" and any derivation is not to be construed as a word of limitation.

2. Term

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

(1) the fulfilment of all of the Parties' obligations under this Deed; or

(2) the termination of this Deed by either Party in accordance with its terms; or

(3) 10 years from the date of Completion.

3. Design and Development Outcomes

3.1.1. The Developer must design and construct all buildings on the Land consistent with:

(1) all applicable laws; and

(2) the terms and conditions contained in this Deed.

3.1.2. To the extent of any inconsistency between sub-clauses 3.1.1(1)-(2), any obligations in any preceding sub-clause will take precedence over any obligations in subsequent sub-clauses and, to the extent of that inconsistency only, the Developer shall be relieved of obligations in subsequent sub-clauses.

4. Security

4.1. Security

4.1.1. As security for the performance of the Developer's obligations under this Deed the Developer must provide to the Suburban Land Agency on Completion, the Security in a sum equal to the Security Amount (in respect of which time is of the essence), in the form of:

(1) an unconditional irrevocable bank guarantee (without expiry date) from an Australian financial institution and terms acceptable to the Suburban Land Agency;

(2) a bank cheque in favour of the Suburban Land Agency; or

(3) an insurance bond from an Australian institution and on terms acceptable to the Suburban Land Agency.

4.1.2. The Developer must provide a copy of any bank guarantee or insurance bond it proposes to use as the Security to the Suburban Land Agency no less than 5 Working Days prior to Completion. The Suburban Land Agency may advise the Developer in writing prior to Completion the bank guarantee or insurance bond is not acceptable to the Suburban Land Agency providing reasons why the bank guarantee or insurance bond is unacceptable. If the bank guarantee or insurance bond is not acceptable by the Suburban Land Agency, the Developer must provide an acceptable bank guarantee or insurance bond to the Suburban Land

Agency prior to Completion, or pay the Security by bank cheque in favour of the Suburban Land Agency on Completion.

4.1.3. If the Developer fails to comply with its obligations under this Deed the Parties have agreed the sum of the Security represents a genuine pre-estimate of the loss of the Suburban Land Agency.

4.1.4. If the Developer breaches any of its obligations under this Deed, the Suburban Land Agency may without notice to the Developer, call on the Security for all costs reasonably incurred by the Suburban Land Agency in respect of or in connection with the preparation of this Deed and any costs in respect of carrying out its obligations or enforcing its rights under this Deed.

4.1.5. If the Suburban Land Agency calls on the Security, the Developer must within 5 Working Days of notice by the Suburban Land Agency (in respect of which time is of the essence), renew the Security to the Security Amount and provide the same to the Suburban Land Agency.

4.1.6. The Developer agrees, if:

(1) the Developer has not performed its obligations under this Deed within 10 years of the date of Completion; or

(2) this Deed is terminated under **clause 12.1**,

the Developer releases the Security absolutely to the Suburban Land Agency.

4.1.7. On the Release Date, to the extent that the Suburban Land Agency has not called on or is not entitled to call on the Security under **clause 4.1.4**, the Suburban Land Agency will release to the Developer the Security provided under this **clause 4**.

4.1.8. If the Developer wishes to replace the Provided Security with a Permitted Substitute Security:

(1) the Developer may request the Suburban Land Agency to accept the Permitted Substitute Security in place of the Provided Security;

(2) the Suburban Land Agency will not unreasonably refuse to accept the Permitted Substitute Security in place of the Provided Security;

(3) the Developer will pay to the Suburban Land Agency on demand all reasonable costs incurred by the Suburban Land Agency in relation to the substitution of the Permitted Substitute Security for the Provided Security;

(4) upon the Developer delivering the Permitted Substitute Security to the Suburban Land Agency:

(a) the Permitted Substitute Security will be substituted for the Provided Security as security for the performance of the Developer's obligations under this Deed;

(b) the Permitted Substitute Security is then the "Security" for the purposes of this Deed; and

(c) the Parties rights and obligations in relation to the Permitted Substitute Security are as set out in this Deed, including in this **clause 4**; and

(5) the Suburban Land Agency will promptly, after its receipt of the Permitted Substitute Security, release to the Developer the Provided Security (to the extent that the Suburban Land Agency has not called on, or is not entitled to call on, the Provided Security).

4.2. Specific performance

4.2.1. The Parties agree that nothing in this **clause 4** prejudices any other rights or remedies of the Parties in respect of any breach of this Deed.

4.2.2. Without limiting **clause 4.1.4**, the Developer agrees that damages are an insufficient remedy in respect of a breach of this Deed and, noting **clause 4.2.1** agrees that the Suburban Land Agency may seek orders for specific performance requiring the Developer to undertake any obligation under this Deed and/or injunctive relief preventing the Developer from taking any action contrary to or inconsistent with this Deed including the filing or lodging of any document with any party.

4.2.3. This Deed may be pleaded as a bar to any proceedings brought by the Developer against the Suburban Land Agency, Authority or Territory in respect of any costs or losses suffered by the Developer in connection with the Suburban Land Agency enforcing its rights as a result of the Developer's breach of this Deed.

5. Costs of Development and Approvals

5.1. Development Costs

5.1.1. Subject to the contrary in any Schedule, the Developer acknowledges that it is responsible for the costs of planning, designing, constructing, certifying or operating on/of or in relation to the Land or any Improvements and the Suburban Land Agency is not responsible for meeting any part of those costs.

5.1.2. Without limiting **clause 5.1.1**, the Developer shall not make any Claim, seek any compensation or reimbursement in respect of any costs in respect of the planning, designing, constructing, certifying or operating on/of or in relation to the Land or any Improvements within it that arise as a result of:

(1) requirements of the Suburban Land Agency under this Deed or Contract for Sale or any subsequent variations to those documents agreed between the Parties;

(2) any required changes to any Development Application that the Authority or any Relevant Agency requires during the Development Approval process; or

(3) any changes that the Developer initiates.

5.1.3. For the avoidance of doubt, the Developer must not make any Claim, seek any compensation or reimbursement in respect of any costs in respect of the planning,

designing, constructing, certifying or operating on/of or in relation to the Land or any Improvements as a result of a change even where the Authority or the Suburban Land Agency requires that change.

5.2. Approvals of Relevant Agencies

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

(1) approved Development Applications for all improvements within the Land; and

(2) any Approvals.

6. Sale of property

6.1.1. The Developer must not sell or assign or agree to sell or assign any interest in the Crown Lease or the Land to any person (Disponee) before the Release Date unless:

(1) the Disponee is first approved by the Suburban Land Agency;

(2) the terms of any agreement to sale or assignment (Disposition) are first approved by the Suburban Land Agency;

(3) the Disponee has enter into a deed, on terms approved by Suburban Land Agency, that the Disponee shall be bound by and shall comply with all of the obligations of the Developer under this Agreement which have not been complied with as at the date of Disposition or which otherwise continue to have effect after the date of the Disposition, as if the Disponee were party to this Agreement from its making; and

(4) on or prior to the Disposition:

(a) the Developer authorises Suburban Land Agency to hold the Security (as from the time of the Disposition) as if it had been provided by the Disponee, or

(b) the Disponee provides substitute Security to Suburban Land Agency, in which case Suburban Land Agency shall within five Working Days after receipt of such substitute Security release to the Developer the Security provided by it (to the extent that Suburban Land Agency has not called on, or is not entitled to call on, that Security).

6.1.2. On completion of any Disposition for which Suburban Land Agency consent is required under this clause, the Developer must pay to Suburban Land Agency the amount (if any) by which the price payable by the Disponee for the property

exceeds the price paid by the Developer to Suburban Land Agency for the Crown Lease.

6.1.3. Notwithstanding the provisions above, the Developer may enter into agreements for sale before the Release Date in respect of dwellings erected or to be erected on the Land, provided that:

(a) the Developer ensures that any such agreement is subject to and conditional upon the Developer performing its obligations under this Agreement; and

(b) each such agreement includes a condition to that effect.

6.1.4. The Developer must promptly, at the request of Suburban Land Agency, provide such details as Suburban Land Agency requires in respect of any sale or proposed sale relating to the Land or any dwelling on the Land and a copy of any agreement made by the Developer in relation to any such sale.

6.1.5. This clause 6 does not apply:

(a) to a mortgagee exercising a power of sale; or

(b) to a liquidator or receiver exercising powers under the Corporations Act 2001 (Cth).

7. Indemnity

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

8. Preservation of the Suburban Land Agency's rights and Developer's obligations

8.1.1. The Parties agree that:

(1) any variation, amendment, waiver, credit or other concession must be in writing;

(2) silence or delay on the part of the Suburban Land Agency does not constitute acquiesce or waiver; and

(3) any variation, amendment, waiver, credit or other concession is specific only to the matter set out in writing and does not constitute a general variation of the relevant Party's rights.

9. Developer's representations and warranties

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

(1) if the Developer is incorporated, it is incorporated in accordance with the laws of its place of incorporation, validly exists under those laws and

has the capacity to sue or be sued in its own name and to own its property and conduct its business as it is being conducted;

(2) the Developer it is authorised to execute this Deed and comply with all obligations under this Deed;

(3) the unconditional execution and delivery of, and compliance with its obligations under, this Deed does not contravene its constitution or any law applying to it;

(4) it is aware of and will comply with its obligations under the *Work Health and Safety Act 2011 (ACT)*; and

(5) it is aware of and will comply with its obligations under the *Building Act 2004* (ACT) and the Building Code of Australia.

10. Costs and expenses

10.1.1. The Developer must pay to the Suburban Land Agency within 10 Working Days after demand all of the Suburban Land Agency's reasonable costs and expenses of or relating to any exercise or attempted exercise or the preservation of any of the Suburban Land Agency's rights under this Deed.

10.1.2. Subject to **clause 10.1.1**, the Developer and the Suburban Land Agency must bear:

(1) their own costs, including professional costs and disbursements, associated with the preparation and execution of this Deed and any subsequent consent, agreement, approval or waiver hereunder or amendment thereto; and

(2) the costs associated with their performance of their obligations under this Deed.

11. Set-off

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

12. Default and Termination

12.1. Termination by the Suburban Land Agency

12.1.1. The Suburban Land Agency may terminate this Deed, at any time by notice to the Developer, if:

(1) the Contract for Sale is terminated; or

(2) the Developer permanently abandons the development of the Land; or

(3) the Developer is the subject of an Insolvency Event; or

(4) the Developer is in breach of a provision of this Deed, where that

breach:

(a) if capable of being remedied, is not remedied within 20 Working Days of receipt of written notice specifying the default; or

(b) is not capable of being remedied.

12.1.2. If a breach by the Suburban Land Agency of its obligations under this Deed is a material cause of the occurrence of an event set out in **clause 12.1.1** or delays or prevents the Developer's ability to remedy such an event, if the default can be remedied, the Suburban Land Agency may not exercise any of the rights and remedies otherwise given to it under **clause 12.1.1** until the Suburban Land Agency has remedied the breach of its obligation.

12.2. Termination by the Developer

12.2.1. Subject to the terms of this Deed, if the Suburban Land Agency defaults in a material respect in the performance of any of its material obligations under this Deed and the Suburban Land Agency does not remedy such default to the reasonable satisfaction of the Developer within 30 Working Days of receipt of written notice specifying the default, the Developer may by written notice terminate this Deed.

12.2.2. If a breach by the Developer of its obligations under this Deed is a material cause of a breach or default of this Deed by the Suburban Land Agency or delays or prevents the Suburban Land Agency's ability to remedy such an event, and if the default may be remedied, the Developer may not exercise any of the rights and remedies otherwise given to it under **clause 12.2.1** until the Developer has remedied the breach of its obligation.

12.3. Future restrictions resulting from termination by the Suburban Land Agency

12.3.1. Where the Suburban Land Agency terminates this Deed under **clause 12.1**, the Suburban Land Agency, the Territory and/or the Authority may impose restrictions or prohibitions on the participation of:

(1) the Developer;

(2) any "associated entity" (as defined in *Corporations Act 2001* (Cth) – see section 9 and 50AAA) of the Developer; and

(3) any Person that the Suburban Land Agency considers (in its absolute discretion) colluded with, encouraged or facilitated the failure to comply by the Developer, in any future offerings of land (including the offering of Crown leases in respect of land) for up to 4 years from the date of notification to the Developer and or other Person of the restriction or prohibition.

12.3.2. The Developer agrees it will raise no objection and will not take any action against the Suburban Land Agency, the Authority, the Territory or any other body should

the Developer, or any other Person, be restricted or prohibited from involvement in future offerings of land as result of the application of this clause.

12.4. Other Rights

Nothing in this **clause 12** prejudices any other rights or remedies of the Parties in respect of any breach of this Deed.

13. Parties' Representatives and Notices

13.1. Parties' Representatives

13.1.1. The Parties nominated representatives (**Representatives**) are set out in **Item 4** of **Schedule 1**. If a Party has not nominated a Representative in this Deed, it must do so within 10 Working Days of the Deed Date. This appointment must be in writing.

13.1.2. Any direction given by a Party shall, if given to the Representative of the other Party, be deemed to be issued or given to or served upon that other Party.

13.1.3. A Party may change its Representative by notice to the other Party given in accordance with **clause 13.2**.

13.2. Notices

13.2.1. Any notice, including any other communication, required to be given or sent to either Party under this Deed must be in writing and given to the Party or its Representative. A notice will be deemed to have been given:

(1) if delivered by hand, on delivery;

(2) if sent by prepaid mail, on the expiration of 2 Working Days after the date on which it was sent; or

(3) if sent by electronic mail, on whichever of the following occurs first:

(a) the other Party's acknowledgement of receipt by any means;

(b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address;

(c) the expiration of 2 Working Days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (3) occurring.

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

14. Governing law and jurisdiction

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

15. Dispute Resolution

15.1.1. If a difference or dispute (**Dispute**) arises in relation to this Deed either Party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the Parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 15 Working Days of the issue of the notice, refer the matter to appropriate senior executives with authority to resolve the matter.

15.1.2. Nothing in this **clause 15** will prejudice the rights of either Party to institute proceedings to enforce this Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

16. Miscellaneous

16.1. No Agency, Joint Venture, Partnership etc.

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

16.2. Assignment

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

16.3. Waiver

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

16.4. Further assurance

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

16.5. Severability of provisions

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

16.6. Australian Currency and measurements

16.6.1. All prices and sums of money referred to in, and payments required to be made under, this Deed shall be in the lawful currency of the Commonwealth of Australia.

16.6.2. All measurements of physical quantities will be in Australian legal units of measurements in accordance with the *National Measurement Act 1960* (Cth).

16.7. Approvals not to affect obligations

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

16.8. Non-merger

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

17. Schedules

17.1.1. The Schedules set out additional specific obligations and requirements which the Developer must comply with.

17.1.2. The terms in the Schedules take priority over other terms, conditions and definitions in the Deed. In the event of any inconsistency between any Schedules and any other provision of this Deed then, to the extent of any inconsistency, the Schedules will prevail.

Schedule 1 - Details

<table>
<tr><td>Item 1
Buyer/Developer</td><td colspan="2">ACN</td></tr>
<tr><td>Item 2
Seller</td><td colspan="2">Suburban Land Agency
ABN 27 105 505 367</td></tr>
<tr><td>Item 3
Land</td><td colspan="2">Block 2 Section 229 Gungahlin in the Australian Capital Territory OR
Block 3 Section 248 Gungahlin in the Australian Capital Territory OR
Block 4 Section 248 Gungahlin in the Australian Capital Territory OR
Block 7 Section 249 Gungahlin in the Australian Capital Territory</td></tr>
<tr><td>Item 4
Parties' addresses</td><td>Suburban Land Agency

Address:
TransACT House
470 Northbourne Avenue
DICKSON ACT 2602

For the attention of:

Representative: Jessica Hillcrest

Email:
affordablehomepurchase@act.gov.au

Telephone: 6205 8476</td><td>Developer

Address:

For the attention of:

Representative:

Email:

Telephone:</td></tr>
<tr><td rowspan="6">Item 5

Schedules</td><td colspan="2">Schedule 1 – Details</td></tr>
<tr><td colspan="2">Schedule 2 – Affordable Housing Requirements</td></tr>
<tr><td colspan="2">Schedule 3 – Not Used</td></tr>
<tr><td colspan="2">Schedule 4 – Not Used</td></tr>
<tr><td colspan="2">Schedule 5 – Verges and Footpaths</td></tr>
<tr><td colspan="2">Schedule 6 – Not Used</td></tr>
</table>

Schedule 2 – Affordable Housing Requirements

1 Affordable Housing Requirements

1.1. Definitions

The following definitions apply to this Schedule and when applicable to any other part of this Deed.

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

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

Affordable Housing Contract means a contract in respect of a Dwelling on the Land, which contains the Mandatory Terms.

Affordable Housing Dwelling means a Dwelling on the Land which qualifies as Affordable Housing and is sold, or offered for sale, by the Developer under an Affordable Housing Contract.

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

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

Category of Affordable Housing	Maximum price (GST Treatment)
In respect of a Dwelling of less than 80 square metres Net Liveable Area	$330,000
In respect of a Dwelling of between and including 80m and 105 square metres Net Liveable Area	$381,000

In respect of a Dwelling of more than 105 square metres Net Liveable Area	$434,000

Apartment has the meaning set out in the Territory Plan.

Bedroom means a room which is a habitable room in accordance with the Building Code of Australia and the National Construction Code which has natural light (not borrowed) provided by an operable window, and:

(1) for the main bedroom:

(a) has minimum clear internal dimensions of 3.5 metres x 3.5 metres (not including a built-in wardrobe); and

(b) has an area of not less than 12 square metres; and

(2) for all other bedrooms:

(a) has minimum clear internal dimensions of 3 metres x 3 metres (not including a built-in wardrobe); and

(b) has an area of not less than 10 square metres.

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

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

Community Housing Provider means an entity that is registered as a community housing provider in accordance with the *Community Housing Providers National Law (ACT) Act* 2013.

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

(1) name;

(2) postal address;

(3) telephone number; and

(4) email address.

Dwelling	has the meaning set out is section 5 of the *Planning and Development Regulation 2008*.
Eligible Confirmation Letter	means a letter issued by the Territory to an Identified Buyer in the form set out in Annexure C, or such other form as the Territory may determine from time to time.
Eligibility Criteria	means the criteria established by the Territory from time to time and published as part of the Affordable Housing Scheme for persons to register as Eligible Home Buyers.
Eligible Home Buyer	means a person who is registered on the Affordable Home Purchase Database and meets the Eligibility Criteria, or a Community Housing Provider.
Finishes and Inclusions Schedule	means the schedule at **Annexure D** to this Deed identifying the minimum finishes and inclusions for a Dwelling to be sold as an Affordable Housing Dwelling.
Identified Buyer	means an Eligible Buyer notified to the Developer by the Suburban Land Agency in accordance with **clause 1.6** in this Schedule.
Mandatory Terms	means terms that must be included in each Affordable Housing Contract as set out in **clause 1.8** in this Schedule.
Minimum Number of Affordable Housing Dwellings	means the minimum number of Affordable Housing Dwellings that must be provided by the Developer on the Land being: (1) for Block 2 Section 229 Gungahlin, 25 Affordable Housing Dwellings; (2) for Block 3 Section 248 Gungahlin, 13 Affordable Housing Dwellings; (3) for Block 4 Section 248 Gungahlin, 14 Affordable Housing Dwellings; and (4) for Block 7 Section 249 Gungahlin, 28 Affordable Housing Dwellings.
Net Liveable Area	means: (1) for Apartments: the area as measured to the outside face of external walls and to the centre line of party walls between both units and common areas; and (2) for any dwelling that is not an Apartment: the area as measured to the outside face of externals walls including internal walls between the living areas and garage (but excluding the garage).

Unit has the same meaning as set out in the *Unit Titles Act 2001*.

Unit Title means a certificate of title in respect of the ownership of a Unit.

1.2. Minimum Number of Affordable Housing Dwellings

1.2.1. The Developer must offer for sale, in a manner consistent with this Deed, a number of Affordable Housing Dwellings which is no less than the Minimum Number of Affordable Housing Dwellings constructed (or to be constructed) on the Land during the term of this Deed.

1.2.2. The Developer must not sell, or enter into agreement to sell, any number or type of Dwellings on the Land that would, in the opinion of the Suburban Land Agency, taking into account:

(1) the size of the Land;

(2) the terms of the Crown Lease;

(3) any restrictions on the development of the Land set out in the Territory Plan or any guidelines, approvals, or other documents issued by the Authority; or

(4) any practical or legal restrictions,

prevent the Developer from fulfilling the requirements of **clause 1.2.1** in this Schedule.

1.2.3. The obligations in **clauses 1.2.1** and **1.2.2** of this Schedule are not affected by:

(1) the subdivision or consolidation of Crown leases in respect of the Land (or any part of the Land);

(2) the surrender and/or re-grant of Crown leases in respect of the Land (or any part of the Land); or

(3) the grant of one or more Unit Titles in respect of the Land (or any part of the Land).

1.3. Mandatory Requirements

1.3.1. Each Affordable Housing Dwelling must have at least 2 Bedrooms.

1.4. Suburban Land Agency Consultation

1.4.1. This clause sets out the obligations of the Developer to participate in a consultation with the Suburban Land Agency. This clause 1.4 is an essential term of this Deed.

1.4.2. The Developer must attend a meeting with the Suburban Land Agency no later than 60 days from the Deed Date for the purposes of the Developer

providing the Suburban Land Agency with the Developer's initial views on its proposed development of the Land and how these proposals meet the requirements of this Deed.

1.4.3. The Developer must contact the Suburban Land Agency to make arrangements for the meeting required by clause 1.4.2.

1.5. Development Application Requirements - Affordable Housing

1.5.1. Within 7 Working Days of the Developer receiving Development Approval of a Development Application in respect of any Improvements on the Land identified as Affordable Housing by the Developer, the Developer must provide the Suburban Land Agency with:

(1) a copy of the Development Approval;

(2) a plan of the Land identifying the location of all Dwellings that are the subject of the Development Approval that are intended to be sold by the Developer as Affordable Housing and the estimated Net Liveable Area of such Dwellings; and

(3) draft Affordable Housing Contracts for each of the Affordable Housing Dwellings identified in the Development Application that include the Mandatory Terms,

(collectively the Developer's DA Documents).

1.5.2. The Suburban Land Agency must, within 15 Working Days of receiving the Developer's DA Documents, advise the Developer in writing whether all the documents are acceptable to the Suburban Land Agency and, if not, provide reasons why the Developer's DA Documents, or any of them, are unacceptable. The Suburban Land Agency may only advise that one or more of the Developer's DA Documents are unacceptable where they are inconsistent with the requirements of this Deed.

1.5.3. Where the Suburban Land Agency advises the Developer the Developer's DA Documents, or any of them, are unacceptable, the Developer must amend the Developer's DA Documents to be consistent with this Deed and advice from the Suburban Land Agency and provide the same to the Suburban Land Agency for review within 7 Working Days of the written notification provided by the Suburban Land Agency. The process in **clause 1.5.2** in this Schedule will be repeated until the Suburban Land Agency notifies the Developer that the Developer's DA Documents are acceptable.

1.5.4. For the avoidance of doubt, the Developer may prepare more than one Development Application and obtain more than one Development Approval in respect of the Land relating to Affordable Housing Dwellings and this clause will apply to all of them.

1.6. Sale of Affordable Housing

1.6.1. Within 10 Working Days of the Suburban Land Agency notifying the Developer that the Developer's DA Documents are acceptable under **clause 1.5.2 or 1.5.3** in this Schedule, the Suburban Land Agency may serve on the Developer the Contact Information for a number of Eligible Home Buyers (**Identified Buyers**).

1.6.2. The Suburban Land Agency will make all reasonable efforts to provide the Developer Contact Information for a number of Identified Buyers at least equal to the number of Affordable Housing Dwellings identified in the Developer's DA Documents.

1.6.3. Where the Suburban Land Agency serves on the Developer Contact Information for a number of Eligible Home Buyers that is less than the number of Affordable Housing Dwellings identified in the Developer's DA Documents under **clause 1.6.1** in this Schedule, the Developer is not required to comply with the obligations of **clauses 1.6.6-1.6.10** in this Schedule only in respect of the number of Affordable Housing Dwellings identified in the Developer's DA Documents that exceed the number of Identified Buyers identified by the Suburban Land Agency under that clause.

1.6.4. The Developer must not raise any objection as to whether an Identified Buyer is an Eligible Home Buyer.

1.6.5. The Parties note that the Identified Buyers will be selected from the Affordable Home Purchase Database in a manner that the Territory approves from time to time.

1.6.6. Unless otherwise specifically provided for in this Deed, the Developer must only sell Affordable Housing Dwellings:

(1) to Identified Buyers;

(2) under Affordable Housing Contracts; and

(3) consistent with the Developer's DA Documents (including, but not limited to the draft Affordable Housing Contracts) in respect of Affordable Housing Dwellings set out therein.

1.6.7. The Developer must make reasonable efforts to sell the Affordable Housing Dwellings to all of the Identified Buyers including but not limited to:

(1) providing evidence of attempted contact with each Identified Buyer on at least three separate occasions (or until contact is made) within 3 Working Days of the Suburban Land Agency providing the Developer their Contact Information;

(2) if contact is made, providing an Affordable Housing Contract for any unsold Affordable Housing Dwelling offered by the Developer to each Identified Buyer;

(3) providing all documents required by law or otherwise necessary for the

Developer and the Identified Buyer to exchange an Affordable Housing Contract for the sale/purchase of any Affordable Housing Dwelling listed in the Developer's DA Documents that is not already the subject of an exchanged contract for sale; and

(4) executing Affordable Housing Contracts on terms consistent with the Developer's DA Documents with the Identified Buyers where they are ready, willing and able to do so.

1.6.8. Where, despite the reasonable efforts of the Developer, including the matters set out in **clause 1.6.7** in this Schedule, it does not exchange a contract for sale of an Affordable Housing Dwelling with an Identified Buyer within 30 Working Days of being provided their Contact Information by the Suburban Land Agency, the Developer may withdraw from negotiations with that Identified Buyer and must provide the Suburban Land Agency with evidence, to the reasonable satisfaction of the Suburban Land Agency, that the Identified Buyer did not wish to enter into an Affordable Housing Contract for of any unsold Affordable Housing Dwelling offered by the Developer.

1.6.9. Where, despite the reasonable efforts of the Developer, including the matters set out in **clause 1.6.7** in this Schedule, an Identified Buyer enters into an Affordable Housing Contract for sale of an Affordable Housing Dwelling but does not complete the contract for sale, the Developer must provide the Suburban Land Agency with evidence, to the reasonable satisfaction of the Suburban Land Agency, that the contract for sale for the relevant Affordable Housing Dwelling was validly terminated by the Developer. The Developer must request the Suburban Land Agency provide an alternative Identified Buyer's Contact Information.

1.6.10. The process set out in **clauses 1.6.7 - 1.6.9** in this Schedule will continue until:

(1) all Affordable Housing Dwellings identified in the Developer's DA Documents are the subject of executed contracts for sale;

(2) the Suburban Land Agency does not provide further alternative Identified Buyer's Contact Information within 10 Working Days of being requested by the Developer under **clause 1.6.8** or **clause 1.6.9** in this Schedule; or

(3) a date 60 Working Days after the later of the date:

(a) all Improvements the subject of the Development Application have been constructed and Certificates of Occupancy granted for each; and

(b) where relevant, Unit Titles are registered in respect of all Dwellings set out in the Development Approval.

1.6.11. Where, either despite the efforts of the Developer and Suburban Land Agency or because of the operation of **clause 1.6.3** in this Schedule, contracts for sale are

not exchanged with Identified Buyers within the time frame set out in **clause 1.6.10** in this Schedule, the Developer is relieved from its obligations to sell Affordable Housing Dwellings that are not already the subject of exchanged Affordable Housing Contracts to Identified Buyers but may only sell such remaining Dwellings previously identified by the Developer as Affordable Housing:

(1) at or below the relevant Affordable Housing Threshold having regard to the size of the Dwelling; and

(2) on terms no less favourable to a buyer, in the opinion of the Suburban Land Agency, than those offered to Identified Buyers.

1.7. Completion of sales of Affordable Housing

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

(1) executed Affordable Housing Contract;

(2) a copy of the Certificate of Title or Unit Title noting the identity of the buyer in the contract for sale as Crown lessee or Unit Title owner as the case may be;

(3) an Eligible Confirmation Letter with respect to each buyer save in respect of those contracts for sale exchanged in accordance with **clause 1.6.11** in this Schedule; and

(4) a statutory declaration from the Developer, or where the Developer is a corporation, a director of the Developer, that the person giving the statutory declaration, having made all reasonable enquiries, is unaware of any agreement, understanding or arrangement between the buyer and the Developer, or any other entity, that requires the buyer to pay any other amount or provide any additional consideration in respect of the purchase of the Affordable Housing Dwellings that is not disclosed in the Affordable Housing Contract.

1.7.2. If requested by the Suburban Land Agency, the Developer must make the Affordable Housing Dwellings available for inspection by the Suburban Land Agency no later than 15 Working Days before completion of any Affordable Housing Contract.

1.8. Mandatory Terms of Affordable Housing Contracts

1.8.1. Each Affordable Housing Contract must contain the following terms (being the Mandatory Terms):

(1) be in a form substantially consistent (at the absolute discretion of the Suburban Land Agency) with the standard contract for the sale of residential land published and approved by the Law Society of the Australian Capital Territory, as amended from time to time;

(2) set out a price for the Dwelling at or below the relevant Affordable Housing Threshold for the type of Dwelling;

(3) provide that the Developer will accept, on exchange of the contract, a part payment of the deposit in the sum of an amount of the greater of one percent of the price or $5000. However, the Developer, at its discretion may determine requirements for the payment of the balance of the deposit, provided it must not be payable less than 20 Working Days following exchange of the contract;

(4) include the Finishes and Inclusions Schedule, or another schedule of finishes and inclusions approved by the Suburban Land Agency (**Alternate Finishes and Inclusions Schedule**), and confirmation that the items/requirements in the Finishes and Inclusions Schedule (or Alternate Finishes and Inclusions Schedule if approved) will be provided by the Developer, installed, serviced and functional at completion of the contract as part of the price for the Dwelling; and

(5) a warranty from the Developer and the buyer that there is no other agreement, understanding or arrangement between the buyer and the Developer, or any other entity, that requires the buyer to pay any other amount or provide any additional consideration in respect of the purchase of the Affordable Housing Dwellings that is not disclosed in the Affordable Housing Contract.

1.8.2. The Suburban Land Agency may approve an Alternate Finishes and Inclusions Schedule for the purposes of **clause 1.8.1(4)** in this Schedule where it considers (in its absolute discretion) the finishes and inclusions in the Alternate Finishes and Inclusions Schedule are, when considered collectively, of at least a comparable standard, value, utility and amenity to those in the Finishes and Inclusions Schedule.

Schedule 3 – Not Used

Schedule 4 – Not Used

Schedule 5 – Verges and Footpaths

1.1.1. If the verges and/or footpaths adjacent to the Land are damaged during the term of this Deed, the Developer must repair the damage at its own cost, even if the damage was not caused by the Developer.

1.1.2. Nothing in this clause shall limit the Developer's right to recover its costs, incurred as a consequence of this clause, against any third party who may be responsible for the damage.

Annexure C – Eligible Confirmation Letter

ACT Government

AFFORDABLE HOME PURCHASE

Insert Date

Affordable Home Purchase Scheme – Eligibility Confirmation

Dear Eligible Buyer

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

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

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

The developer or their agent will contact you and provide you with further information about the affordable housing dwellings, including a copy of the sales contract. You will then be able to exchange contracts. We encourage you to seek independent legal and financial advice throughout this process.

You will need to provide the developer with a copy of this letter, including your unique identifier that was generated when you registered for the Affordable Home Purchase Scheme:

XXXXXX

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

Yours sincerely

ACT Government Affordable Home Purchase

Annexure D – Finishes and Inclusions Schedule

Solar Access (Other than apartments)

1. Rule 57 of the Multi Unit Housing Development Code applies.

Solar Access (Apartments)

2. Rule 58 of Multi Unit Housing Development Code applies, noting that at least 70% of the Residential Affordable Dwellings within the development must comply with this rule.

General - Interior

3. Minimum ceiling heights in accordance with the National Construction Code (NCC).
4. Doors minimum 820mm wide flush panel with doorstop fitted.
5. Door furniture for hinged doors to be lever action (Lockwood Velocity, or equivalent). Privacy sets to be installed to bathrooms and WC.
6. Allowance for carpet including underlay, minimum $135.00 per lineal metre. Colour as selected by the Builder and/or Buyer. All bedrooms to be carpeted.
7. Allowance for floor and wall tiles, minimum $35.00 per m^2. Floor tiles to be slip-resistant R10 with colour, size and finish as selected by the Builder and/or Buyer.
8. Other floor finishes as selected by the Builder and/or Buyer.
9. Cornice type or "square set" ceilings as selected by the Builder and/or Buyer.
10. Internal trim to be timber, no MDF is to be used.
11. Architraves and skirting (approximately 67 x 13) profile as selected by the Builder and/or Buyer.
12. Low or No VOC paints are to be used throughout. Colours as selected by the Builder and/or Buyer.

General - External Areas, Balconies and Private Open Space

13. External entrance door to be minimum 920mm solid core and weather proofed as required, fitted with key operate deadlock (Lockwood Nexion or equivalent). Doors that open onto an internal corridor must include a door closer and peep hole viewer, made from relevant fire rated materials per AS 1905.1.
14. Expanded mesh or stainless steel security screen doors must be installed to entry doors and all external sliding doors (keyed alike). A security screen door is not required on entry door where building access is controlled by a security system.
15. Slip-resistant R10 external grade ceramic floor tiles, allowance minimum $35.00 m^2, graded to floor waste for balconies.
16. External clothesline with a minimum line space of 20 metres. This must be adequately screened from public view and integrated into the design. Location must be shown on the drawings.
17. The placement of air conditioning condenser units on balconies is discouraged, preferential location on roofs or in basements. Where they are proposed to be located on balconies, or in courtyards, the location must be shown on the drawings.
18. Balconies must have a projection or overhead structure that provides adequate shelter and sun shading.
19. The design and transparency of any balustrade or fence needs to consider privacy and the amenity of occupants. Chain wire fencing and timber palings are not acceptable.
20. External tap to be provided to dwellings at ground level.
21. Key operated letter box integrated into the design.

Windows

22. All glazed windows and doors except those to wet areas are to be double glazed (U-Value less than 4.2 against AFRC standards).
23. Sliding windows are preferred to maximise airflow.
24. All windows to have flyscreens and key operated window locks (keyed alike).
25. Awning windows should only be used for windows to wet areas, where possible.
26. Roller or vertical blinds must be installed to all windows and sliding doors except wet areas. Colour type and operation as selected by the Builder and/or Buyer.

Utilities and Communications

27. It is at the discretion of the Builder whether gas is installed to the development.
28. Individual connection and metering for gas (where installed) and electricity.
29. Dwelling provided with TV antenna system. Apartment complexes can share a Master Antenna Television (MATV) system.
30. Telephone and data services in accordance with all NBN requirements.

Electrical – GPOs (all double), where applicable

31.	Living Area	One GPO adjacent to TV antennae outlet, a minimum of two additional GPOs distributed within the space.
32.	All bedrooms	Two GPOs per bedroom.
33.	Study/Nook	One GPO.
34.	Kitchen	Minimum two GPOs adjacent to benchtops in addition to GPOs required for appliances including refrigerator, dishwasher, microwave, cooktop, rangehood.
35.	Laundry	One GPO.
36.	Bathroom	One GPO.
37.	Hall Corridor/Stairwell	One GPO where hallway or stairwell is longer than 3000mm.
38.	External	One GPO to be provided on balcony or private open space.
39.	Other	Allow for additional GPOs for NBN, hot water system, garage doors as required.

Electrical - Lighting

40. LED lighting throughout.
41. Minimum 900 sweep ceiling fan to bedrooms.
42. Combination fan and light to bathroom/ensuite, or equivalent detached LED light and fan.
43. Lighting to garages and basements in accordance with the NCC and relevant Australian Standards.
44. External lighting must be provided to the dwelling entrance, common space and all outdoor areas.

Electrical - Fans

45. All mechanical ventilation to the kitchen and wet areas must be ducted to outside air and installed in accordance with the NCC and relevant Australian Standards.

Electrical - Hot Water Heater

46. Hot water heater installed in accordance with the requirements of the Plumbing Code of Australia for the applicable building class.

Bedrooms

47. All bedrooms to have a built-in wardrobe with a minimum clear internal length of 1500mm. This is to be fitted with an overhead shelf, chrome hanging rail and an open four shelf unit as a minimum.
48. Wardrobes doors to be sliding double (or more).

Kitchen

49. Located to ensure that work surfaces are lit by natural light (i.e. window).
50. All cabinetry to use HMR "whiteboard" with 1mm PVC edging.
51. Minimum benchtop width 600mm with high pressure laminate and roll form edge (or engineered stone).
52. Doors, drawer fronts and end panels to use Polytech melamine board or equivalent.
53. 600mm opening and plumbing for the provision of a dishwasher (dishwasher provided by Buyer).
54. Opening for the provision of microwave in cupboards (microwave provided by Buyer).
55. Four drawer unit to include cutlery tray insert.
56. All doors and drawers to use "soft close" door furniture.
57. Minimum length 96mm, stainless door and drawer handles.
58. Minimum clear opening for fridge 1800mm high x 850mm wide.
59. All wall surfaces adjoining benchtop to having tiling to the underside of overhead cupboards or at least 600mm above the bench where no cupboard above.
60. Sink - stainless steel 1 1/2 bowl with drainer. Clark Punch or equivalent.
61. Under bench oven or built into wall cabinetry - Westinghouse WVE615S or equivalent.
62. Ceramic or Induction Cooktop - Westinghouse WHC642BA or equivalent.
63. Ducted Rangehood - Westinghouse WRR614SA or equivalent.
64. Stainless Steel Mixer - Venecia Sink Mixer 631001C4A or equivalent.

Laundry

65. Minimum clear opening of 800mm for washing machine.
66. Minimum 45L laundry sink. Everhard stainless steel or equivalent.
67. 600mm high splashback to laundry sink and any benchtop.
68. Washing machine cocks to be chrome plated. If located within laundry tub cabinet, hole to be provided for hoses to pass through.
69. Skirting tile to all other walls to a minimum height of 150mm from FFL.
70. Provision of structural plywood sheeting for the installation of a wall mounted clothes dryer (clothes dryer provided by Buyer).

Additional requirement where Euro Laundries installed

71. All wall linings to be fibre cement sheeting.
72. Minimum clear depth of 700mm (wall to back of closed door).
73. 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.
74. Wall tiles to all three internal walls to a height of 1500mm from FFL or to the nearest full tile.

Bathroom/ Toilet

75.	Wall linings	Fibre cement sheeting, no plasterboard to be installed.
76.	Wall tiling	2100mm high to shower recess and 1200mm high to all remaining walls. Where toilet is separate, skirting tile to all walls with a minimum height of 150mm.
77.	Vanity	Minimum 600mm wide vanity, as selected by the Builder and/or Buyer.
78.	Mirror	Wall mounted with aluminium frame or frameless design. Length of mirror to be, at a minimum, the same as the vanity unit x 600mm high.
79.	Towel Rails	Double, or two single, wall mounted rails minimum 700mm wide, to each bathroom.
80.	Shower	1000 x 1000 cubicle with aluminium frame, or frameless, laminated glass shower screen.
81.	Floor waste	Builders selection.
82.	Bathroom fixtures	Caroma Cosmo range or equivalent.
83.	Basin mixer	Venecia Basin Mixer CP (5S) 631000CFA or equivalent.
84.	Shower head	Starsafe Ecojet Neu 900mm or equivalent.
85.	Toilet	Stylus Close Coupled PRI400SC-A Prima II or equivalent.
86.	Bath, where installed	Caroma Stirling 1525 Bath or equivalent

Note: Where the room is mechanically ventilated the door must be undercut or have a ventilation grill installed.

DATE OF THIS DEED _____ 2020

SIGNED AS A DEED

SIGNED, SEALED AND DELIVERED)
for and on behalf of the)
SUBURBAN LAND AGENCY)
in the presence of:

…….
Signature of witness

…….
Print name

…….
Signature of authorised officer

…….
Print name

SIGNED, SEALED AND DELIVERED)
by or for and on behalf of)
[NAME OF DEVELOPER])
in the presence of:

…….
Signature of director/ secretary/ witness*
*DELETE whichever is not applicable (see note below)

…….
Print name

…….
Signature of director/ authorised officer/ individual*
*DELETE whichever is not applicable (see note below)

…….
Print name

…….
Signature of second authorised officer*
*only use if Incorporated Association (see note below)

…….
Print name

Affix common seal if required under constitution

Note:

Date:	Must be dated on the date the last Party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
Company:	Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Supplier's constitution.
Individual:	Must be signed by the individual Supplier and witnessed.
Incorporated Association:	Must be signed in accordance with the Supplier's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.