

Project Delivery Agreement

Annexure B - Affordable Housing

Part I - Affordable Housing Guidelines

Part II - Annexure (Clause 9.2)

MEMORANDUM OF UNDERSTANDING
SYDNEY OLYMPIC PARK AUTHORITY
NEW SOUTH WALES LAND AND HOUSING CORPORATION

February 2003

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this day of two thousand and three BETWEEN SYDNEY OLYMPIC PARK AUTHORITY (hereafter referred to as SOPA) of 7 Figtree Drive, Sydney Olympic Park, and the NEW SOUTH WALES LAND AND HOUSING CORPORATION (hereafter referred to as L&HC) of 223-239 Liverpool Road, Ashfield, in the State of New South Wales and hereinafter jointly referred to as "the Parties"

WHEREAS:

- A. SOPA has responsibilities arising from the *Sydney Olympic Park Authority Act, 2001*.
- B. L&HC has responsibilities arising from the *Housing Act, 2001*. Both SOPA and L&HC have responsibilities under the *Environmental Planning and Assessment (Amendment Affordable Housing) Act, 2000*
- C. L&HC is a statutory corporation representing the Crown and administered by the Department of Housing.
- D. On 1 July 2001 SOPA was established with the following key functions:
 - (a) Manage all the public land and parklands within Sydney Olympic Park;
 - (b) Be a development authority for all future development on site;
 - (c) Be the maintenance authority, including meeting all the environmental compliance regulations and maintaining the road network;
 - (d) Control operational functions like parking, major event planning and co-ordination, waste management and site wide security;
 - (e) Undertake marketing and public relations for Sydney Olympic Park;
 - (f) Exercise appropriate local Government powers in respect of building safety and road management;
 - (g) Perform the function of precinct land owner and landlord;

- (h) Administer regulations governing public safety and enjoyment of the precinct; and
 - (i) Liaise with relevant authorities to achieve key objectives (e.g. urban planning and transport) within Sydney Olympic Park.
- E. The Parties wish to put in place a Memorandum of Understanding ("MOU") in respect to the establishment and/or formalisation of all arrangements and protocols between them.
- F. The Parties are required to comply with the terms of the *Privacy and Personal Information Protection Act, 1998* and legislation requiring each of the Parties to maintain confidentiality of information acquired in the course of their work.
- G. The Parties enter into this MOU to provide an overall framework for co-operation and operational arrangements between them in relation to the provision of Affordable Housing at Sydney Olympic Park (Affordable Housing).
- H. The Affordable Housing is to be owned and managed by the L&HC

AND IT IS HEREBY AGREED AS FOLLOWS:

1. The Parties hereby enter into this MOU in order to:
 - (a) record arrangements in relation to responsibilities arising from their respective operational and administrative matters to apply within the territorial limits of the State of New South Wales and to;
 - (b) record certain understandings arrangements and protocols between them;
 - (c) facilitate liaison between them; and
 - (d) provide a framework from time to time to –
 - (i) revise existing protocols
 - (ii) create new protocols
 - (iii) settle any dispute that may arise between delegates of the Parties.
2. Each Party to this MOU agrees to use all reasonable endeavours to meet its obligations under this MOU, including its obligations under Schedule 1.
3. The Parties agree to the appointment of the following delegates in respect to liaison regarding this MOU as follows:
 - (a) **Sydney Olympic Park Authority**

Terry Martin

Executive Director, Property
7 Figtree Drive
Sydney Olympic Park NSW 2173

Telephone: 9714 7361
Facsimile: 9714 7398

(b) Department of Housing

Lynne Ready
Acting Executive Director, Office of Community Housing
223-239 Liverpool Road
ASHFIELD NSW 2131

Telephone: 8753 8000
Facsimile: 8753 8294

4. The Parties agree that all understandings between them are set out in this MOU and Schedule 1.
5. The Parties acknowledge that they will ensure that "personal information" as defined by the *Privacy and Personal Information Protection Act*, 1998 is dealt with in accordance with any legislative provision that is binding on each of them under that last mentioned Act.
6. The provisions of this MOU are binding upon and endure to the benefit of both of the Parties and their respective successors and assigns.
7. This MOU shall be effective on and from the date it is signed by the last Party signing.
8. Should either Party wish to withdraw from this MOU it must by written notice to the other Party give one (1) month notice of its intended withdrawal. L&HC undertakes to notify SOPA of L&HC's proposed withdrawal as soon as it becomes aware of that possibility.
9. This MOU is to remain in force until it is expressly revoked or superseded in writing.
10. This MOU contains the entire arrangements between the Parties and supersedes any prior understandings, arrangements and protocols between the Parties whether oral or in writing.
11. In this MOU unless the context otherwise requires:
 - (a) the singular includes the plural and vice versa;

- (b) each gender includes the other gender;
- (c) the word person means a natural person and any body or entity whether incorporated or not;
- (d) a reference to a person or body referred to includes a reference to that person's or body's executors, administrators, successors, substitutes and permitted assigns;
- (e) a reference to a statute, ordinance, code or other law includes regulations and other instruments made under it and consolidations, amendments, re-enactments or replacement of any of them;
- (f) any agreement, representation or warranty on the part of two of more persons binds them jointly and severally;
- (g) the word "month" means one calendar month and the word "year" has a corresponding meaning;
- (h) the words "in writing" include any mode of representing and reproducing words in permanently visible form; and
- (i) "Affordable Housing" means housing for very low, low and moderate income households provided and managed under an arrangement approved by the Minister for Planning.

IN WITNESS HEREOF the undersigned authorised representatives of the Parties execute this MOU effective as of the day and year first written above as follows.

Signed by



.....
Chief Executive Officer
Sydney Olympic Park Authority

Signed by

.....
Director General
NSW Department of Housing
for and on behalf of New South Wales Land
and Housing Corporation

SCHEDULE 1

1 OPERATIONAL PROTOCOL

The agreed operational arrangements are set out herein.

Each Party to this MOU agrees to use all reasonable endeavours to meet its obligations under this MOU.

1.1 Quantum of Provision

- a) SOPA will make land available for purchase by a third party (Developer) who undertakes to construct residential dwellings in accordance with the terms of the sale (Transaction Documentation), which includes this MOU.
- b) SOPA will procure the Developer to provide Affordable Housing and the L&HC agrees to accept delivery for the purpose only of Affordable Housing.
- c) This is a requirement of SOPA's Request for Detailed Proposals (RFDP) from Proponents for residential development for Site 3 at Sydney Olympic Park. Site 3 is identified in the Sydney Olympic Park Master Plan [May 2002] adopted by the Minister for Planning (Site 3).
- d) The number of dwellings to be provided will be determined at Development Approval (DA) stage.
- e) The method of calculating the number of dwellings to be:
 - 3% of gross number of dwellings across the whole development rounded up to the next single number (for example 640 dwellings x 3% = 19.2; rounded = 20). The rounding will be in the form of a 1 bedroom apartment unless otherwise agreed by the Developer. If the Affordable Housing is provided in stages, a reconciliation of the rounding will occur at DA on the last stage.
 - The provision of student housing cannot be counted as Affordable Housing for the purposes of complying with the Master Plan.
- f) The apportionment of dwelling size to be generally in the following ranges:
 - 10% - 40% 1 bedroom
 - 50% - 70% 2 bedroom
 - 10% - 20% 3 bedroom
- g) The minimum size of apartments will be:
 - 1 bedroom apartments - minimum 55m².

- 2 bedroom apartments - minimum 80m², and
- 3 bedroom apartments - minimum 100m²

1.2 Distribution and Standard of Housing

- a) The Affordable Housing will generally, but not necessarily, be distributed across each of the 3 stages of Site 3 development. There is opportunity to defer Stage 1 provision to Stage 2 and/or Stage 3. (See below 1.4).
- b) The Affordable Housing will preferably be concentrated within each stage in single strata or developments to maximise efficiencies in management and savings in strata and body corporate fees by agreement with the Developer.
- c) The construction standard, level of amenity and access to community facilities for the Affordable Housing will be consistent with the remainder of that development.
- d) Notwithstanding clauses 1.2 c) above, the L&HC may request alternative sizes, finishes and levels of amenity (for example "wet areas"), and access to community facilities, in order to achieve cost and management efficiencies and to ensure the units are appropriate for their use as Affordable Housing by agreement with SOPA. The L&HC must however notify SOPA of its request to vary the standard of Affordable Housing prior to the signing of the Transaction Documentation between SOPA and the Developer, which is expected by mid March 2003.
- e) As a minimum, the Affordable Housing will be constructed to a standard consistent with the standard of social housing used in the DOH.

1.3 Dedication/Title and Ongoing Management

- a) Subject to paragraph (b) the titles to the Affordable Housing lots are to be transferred to the L&HC at no cost on Practical Completion and free of any interest.
- b) SOPA will procure the Developer to obtain a Certificate of Occupancy prior to the transfer of title to L&HC.
- c) The L & H C will pay all costs arising out of, or in connection with, the ownership and management of the Affordable Housing from the date of title transfer including, as necessary, appointment of a community housing association to directly manage the Affordable Housing.

1.4 Staging Options

SOPA may defer the provision of Affordable Housing from Stage 1 to Stage 2 and/or Stage 3. However, the Affordable Housing provision cannot be deferred in its entirety to Stage 3 without agreement by SOPA and the L&HC.

1.5 Contractual Arrangements

- a) SOPA will enter into contractual arrangements with the Developer to ensure delivery of the Affordable Housing as outlined. This will include:
 - that the provision of Affordable Housing units is carried out to approved (SOPA) plans and in accordance with this MOU;
 - development to be in accordance with Development Consent and Construction Certificates;
 - timing of delivery.
- b) SOPA will retain ownership of the land until the date of transfer to the L&HC.

1.6 Design/Development Review

- a) The DOH will be entitled to review design documentation and construction at the following stages as appropriate:
 - sketch plans
 - negotiation stage prior to signing the Transaction Documentation
 - pre Development Application
 - work in progress
 - final inspection
 - prior to transfer of title to L&HC.
- b) SOPA will manage all liaison with the Developer. L&HC will not negotiate directly with the Developer without SOPA's prior written agreement.

1.7 Development Approvals

The Minister for Planning is the consent authority.

32 WORKING RELATIONSHIPS

- a) The Parties agree to work together to produce a co-operative, consistent and efficient outcome for Affordable Housing at Sydney Olympic Park. The Parties agree that any potential disputes should be resolved by negotiation.

- b) The Parties acknowledge that this MOU records the relationship between the Parties for the purpose of SOPA's procurement on Site 3 at Sydney Olympic Park of the construction and transfer of titles to Affordable Housing to L&HC.

3 **GENERAL OBLIGATIONS**

Each Party will plan for and carry out their respective responsibilities in a professional, timely, efficient and competent manner and in accordance with the arrangements set out in this MOU.

4 **FINANCIAL MATTERS**

Each Party will take full responsibility for procuring its own funding in accordance with its responsibilities as detailed in this MOU.

GST

SOPA and L&HC agree to discuss the most efficient manner for dealing with any GST payable in connection with the transfer of the Affordable Housing Units after each has had an opportunity to consider its position in relation to any potential GST liability. If L&HC is entitled to an input tax credit in the event it grosses up SOPA in respect of GST payable by SOPA, then DOH agrees in principle to gross up SOPA in respect of GST it is required to pay, but SOPA agrees that it will bear responsibility for any such GST without recourse to L&HC in the event that L&HC is not entitled to any such input tax credits.

5 **LIABILITY FOR THIRD PARTY CLAIMS**

This MOU does not alter the liability of any Party to the MOU at the suit of any third Party.

6 **DISPUTE RESOLUTION**

If any difference or dispute arises out of or in connection with this MOU, the Parties agree to comply with the following procedure to resolve it:

- a) A Party may give written notice of the dispute to the other Party. A representative nominated by each Party must meet within five (5) Business Days of receipt of that notice and attempt in good faith to resolve the dispute.
- b) If the dispute is not resolved between the nominated representatives within ten (10) Business Days of receipt of

the Notice referred to in clause 6(a) above, then the dispute will be referred to the relevant divisional manager (or officer holding the equivalent position) of each Party who must meet and attempt in good faith to resolve the dispute within five (5) business days of the date of receipt of the referral.

- c) If the dispute remains unresolved within ten (10) Business Days of receipt of the referral, formal notice will be given to the Chief Executives (or officer holding an equivalent position) of each Party who must meet and attempt in good faith to resolve the dispute within five (5) business days of the date of receipt of the formal notice.
- d) For the purposes of this clause a meeting may take place by telephone or other means of communication.
- e) If any dispute arises between the Parties that cannot be resolved between the Parties' delegates as set out herein such a dispute is to be resolved by consultation between the Parties and if such dispute remains unresolved for a period exceeding three (3) months the dispute is referred to the Minister responsible for SOPA and the Minister for Housing for resolution in accordance with any Premier's Guidelines issued from time to time in respect of the settlement of disputes between agencies.

223-239 Liverpool Road,
Ashfield, Sydney NSW 2131
Locked Bag 4001, Ashfield BC 1800

Telephone: (61 2) 8753 8999
Facsimile: (61 2) 8753 8888
www.housing.nsw.gov.au

Facsimile

NSW DEPARTMENT OF HOUSING



To Gary Best
Title Partner
Company Mallesons Stephen Jaques
Fax Number 9296 3999
Date 3 March 2003
Pages 1 PLUS COVER SHEET

From Barry Shields
Title Principal Solicitor, Property & Advising
Division Legal Services Branch
Facsimile 02 8753 8406
Telephone 02 8753 8386
Matter No. 20021638

RE: SYDNEY OLYMPIC PARK AUTHORITY - AFFORDABLE HOUSING

Dear Gary

Enclosed is a copy of the MOU signed by our Director General.

Yours faithfully

A handwritten signature in black ink, appearing to read 'B. Shields'.

Barry L Shields
Principal Solicitor, Property & Advisings
Legal Services Branch
Ph: 8753 8386
Fax: 8753 8406
Email: barry.shields@housing.nsw.gov.au

MEMORANDUM OF UNDERSTANDING

SYDNEY OLYMPIC PARK AUTHORITY

NEW SOUTH WALES LAND AND HOUSING CORPORATION

February 2003

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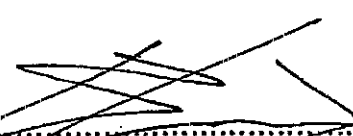
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SCHEDULE 1

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- b) The Parties acknowledge that this MOU records the relationship between the Parties for the purpose of SOPA's procurement on Site 3 at Sydney Olympic Park of the construction and transfer of titles to Affordable Housing to L&HC.

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5 LIABILITY FOR THIRD PARTY CLAIMS

This MOU does not alter the liability of any Party to the MOU at the suit of any third Party.

6 DISPUTE RESOLUTION

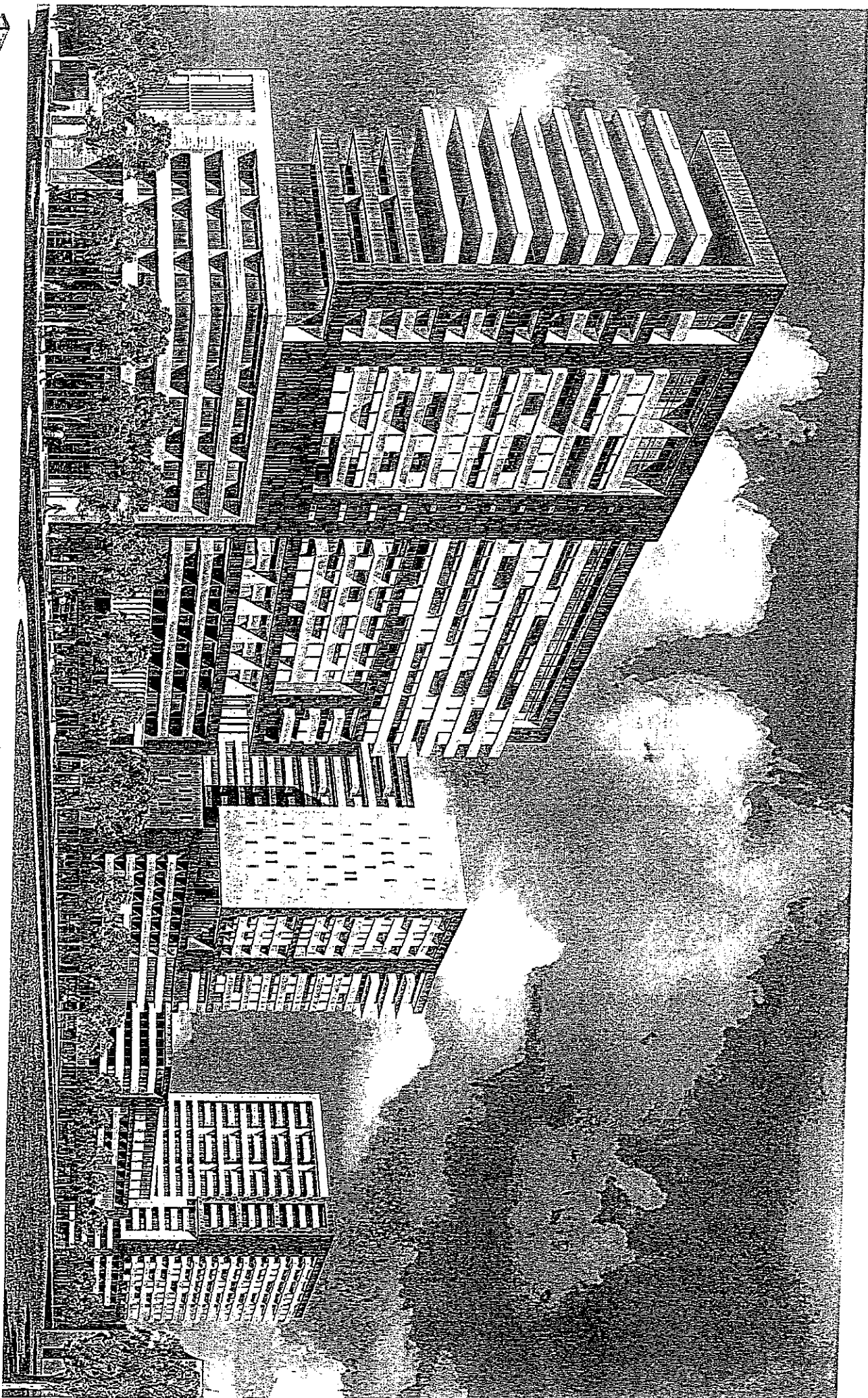
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- b) If the dispute is not resolved between the nominated representatives within ten (10) Business Days of receipt of

the Notice referred to in clause 6(a) above, then the dispute will be referred to the relevant divisional manager (or officer holding the equivalent position) of each Party who must meet and attempt in good faith to resolve the dispute within five (5) business days of the date of receipt of the referral.

- c) If the dispute remains unresolved within ten (10) Business Days of receipt of the referral, formal notice will be given to the Chief Executives (or officer holding an equivalent position) of each Party who must meet and attempt in good faith to resolve the dispute within five (5) business days of the date of receipt of the formal notice.
- d) For the purposes of this clause a meeting may take place by telephone or other means of communication.
- e) If any dispute arises between the Parties that cannot be resolved between the Parties' delegates as set out herein such a dispute is to be resolved by consultation between the Parties and if such dispute remains unresolved for a period exceeding three (3) months the dispute is referred to the Minister responsible for SOPA and the Minister for Housing for resolution in accordance with any Premier's Guidelines issued from time to time in respect of the settlement of disputes between agencies.





AFFORDABLE HOUSING UNIT DISTRIBUTION

Stage 1 – 207 Units – DOH Allocation – 6 Units

Stage 2 – 231 Units – DOH Allocation – 7 Units

Stage 3 – 279 Units – DOH Allocation – 9 Units

Allocation of Individual locations is not viable until time as the Design Development has evolved and Planning consents are granted. Therefore an allocation procedure needs to be preagreed now.

Our proposal is to evenly distribute the DOH apartments across all stages as indicated above. Concentration levels are not to exceed more than 3 apartments per level. A minimum of 10% of the DOH apartments will be designated disabled units and not more than 40% will have a Southernly aspect.

THE QUAD

DAEMOO

SOUTHERN
WACP

NSW
LOTTERIES

ORLANDO
WYNDHAM

SITE 7

PODIUM
SITE 2

SITE 3A

SITE 3B

SITE 3C

SITE 3D

PARKVIEW

RAILWAY

AUSTRALIA
AVENUE

FIGTREE DRIVE

STAGE 1
STAGE 2
STAGE 3

PROPERTY BOUNDARY AXIS
STAGE 1
STAGE 2
STAGE 3

STAGE 1
STAGE 2
STAGE 3

SITE 3 BOUNDARY
PROPERTY BOUNDARY
COMMON OPEN SPACE
PRIVATE OPEN SPACE
PARK
RETAIL
COMMERCIAL
RESIDENTIAL
CARPARK
ENTRY

N
0 10 20 30 40
METRES

03

THE QUAD

DAEMOO

SOUTHERN
WACP

PARKVIEW

RAILWAY

PODIUM
SITE 2

SITE 3A

SITE 3B

SITE 3C

SITE 3D

AUSTRALIA

AVENUE

ORLANDO
WYNDHAM

NSW
LOTTERIES

FIGTREE DRIVE

SITE 7

SITE 3 BOUNDARY
PROPERTY BOUNDARY
COMMONWEALTH OPEN SPACE
PRIVATE OPEN SPACE
RETAIL
COMMERCIAL
RESIDENTIAL
CARPARK
ENTRY



THE QUAD

DAEWOO

SOUTHERN
WACP

ORLANDO
WYNDHAM

NSW
LOTTERIES

PARKVIEW

RAILWAY

AVENUE

AUSTRALIA

FIGTREE DRIVE

SITE 30

STAGE 2

STAGE 3

STAGE 4

STAGE 5

STAGE 6

STAGE 7

STAGE 8

STAGE 9

STAGE 10

STAGE 11

STAGE 12

STAGE 13

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PODIUM
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THE QUAD

DAEWOO

SOUTHERN
WOOD

PARKVIEW

RAILWAY

PODIUM
SITE 2

SITE 2A

SITE 3B
STAGE 1
STAGE 2

SITE 3C

AVENUE

SITE 3D
STAGE 1
STAGE 2

FIGTREE DRIVE

ORLANDO
WYNDHAM

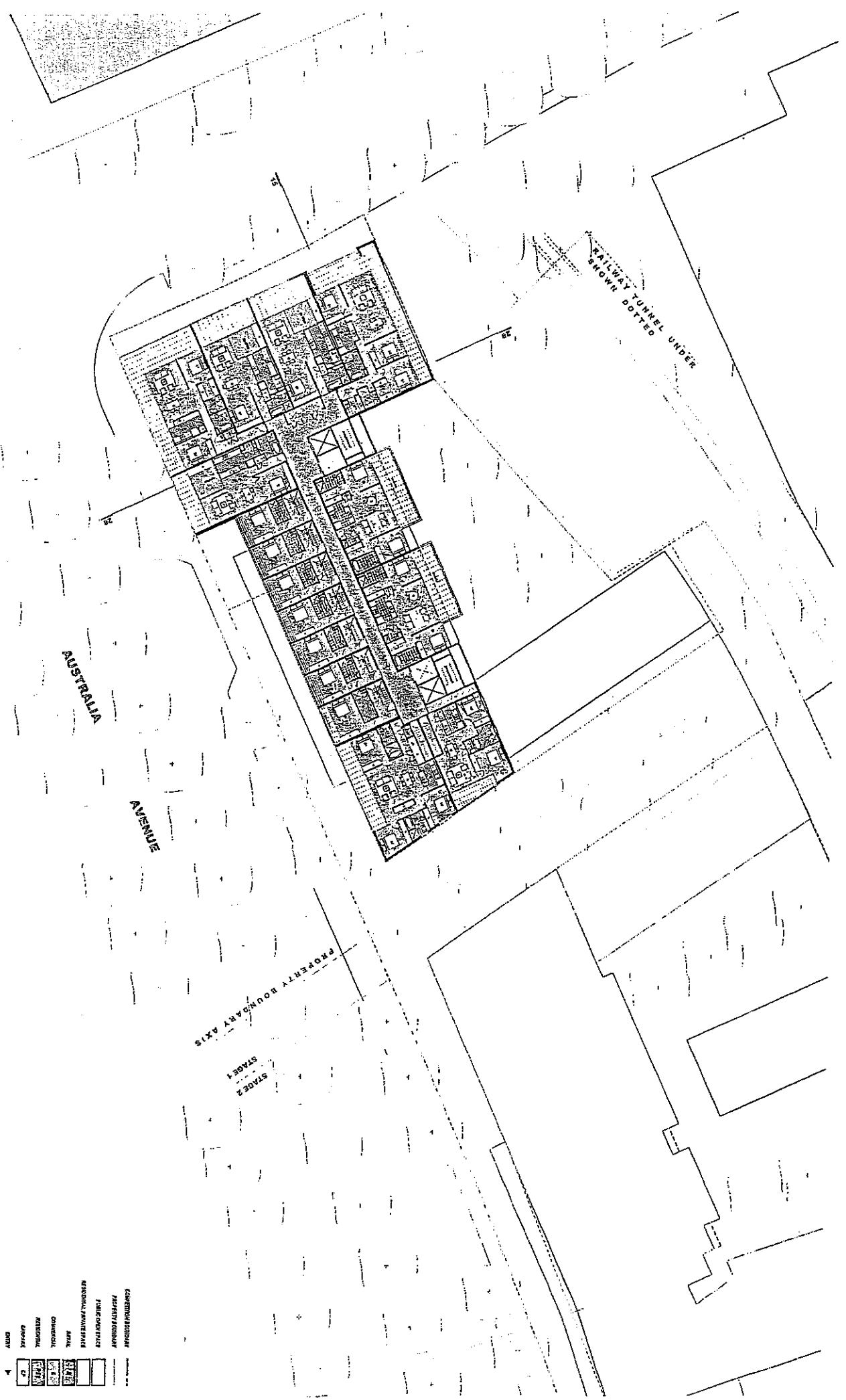
NSW
LOTTERIES

SITE 7

WATER BOUNDARY
PROPERTY BOUNDARY
COMMONAL OPEN SPACE
PRIVATE OPEN SPACE
ARTAL
COMMERCIAL
RESIDENTIAL
CARPARK
STREET

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40



AUSTRALIA

AVENUE

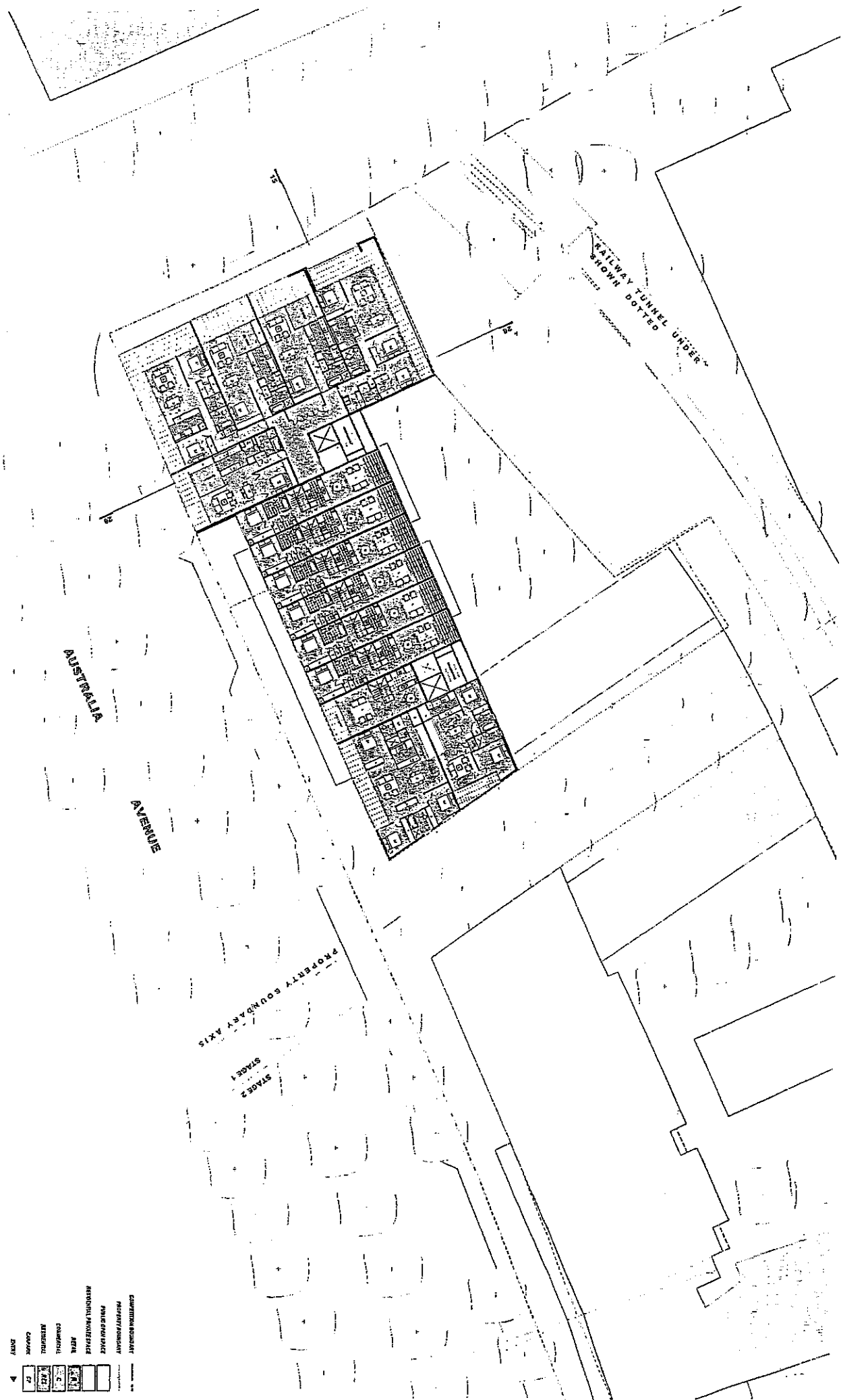
RAILWAY TUNNEL UNDER
SHOWN DOTTED

PROPERTY BOUNDARY AXIS

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COMPUTATION REQUIRED	1
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COMPUTATION	1
RECORDING	1
AREA	1
AREA	1

INTERNAL FINISHES FOR APARTMENTS

(V2 22/11/01)

1. Floors

Kitchen	Ceramic Floor Tiles
General	Carpet on underlay
Bathroom	Ceramic Floor Tiles
Balcony	Ceramic Floor Tiles
Laundry	Ceramic Floor Tiles

2. Walls

Apartment Division Walls	Acoustic Block / Plasterboard wall System - painted
Apartment Internal Walls	Rendered Block / Stud walls with plasterboard – painted
Bathroom	Full Height Ceramic Tiles
Laundry	Other walls to have ceramic skirting tile on WR Plasterboard – paint above
Doors, Jambs etc	Ceramic splash-back tiles Painted with gloss or satin

3. Ceilings

General	Painted and set plasterboard ceilings to wet areas. Painted and plaster set ceilings to living areas and bedrooms
Shadow lines or cornices	Painted throughout

4. Doors and Windows

Entry Door	Painted fire rated door with steel frame
Internal Doors	Painted hollow core doors
External Sliding Doors and Windows	Glazed aluminium frame
Door Furniture	Satin Chrome plated finished levers

5. Wardrobes

Wardrobes	Built-in wardrobes to bedroom areas with mirror faced sliding doors, full width shelf and a hanging rail
Walk in wardrobe	Full width shelf and a hanging rail

6. Kitchens

Cupboards	Polyurethane paint finish, melamine carcass
Benchtop	Reconstituted Stone or granite
Oven	Fisher and Paykel stainless steel under bench or wall oven (or similar)
Cooktop	Fisher and Paykel stainless steel 4 burner gas cooktop (or similar)
Dishwasher	Fisher and Paykel stainless steel (or similar)

Rangehood	Fisher and Paykel stainless steel recirculating (or similar)
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Kitchen Sink	Stainless steel 1 ½ bowl
Kitchen Tap	Chrome plated finish mixer

7. Laundry

Laundry Sink	Stainless steel / colourbond modular sink
Taps	Chrome plated finish and washing machine fittings
Dryer	Fisher and Paykel front loading (or similar), white

8. Bathrooms and Ensuites

Toilet Suite	Vitreous Chinaware, white with dual flush
Basin	Vitreous Chinaware, white
Tapware	Chrome plated finish
Accessories	Towel rail, toilet roll holder, soap holder to shower and coat hook with chrome plated finish
Shower Screen	Framed Clear Toughened Glass
Bath (where applicable)	Pressed metal Bath, white
Vanity Unit	Polyurethane paint finish, melamine carcass with Reconstituted Stone or granite bench top

9. Electrical

Light Fittings	Bayonet Fittings to living and bedroom areas
Electrical Outlets	General Purpose Outlets to various locations through the unit
TV	Free to Air TV Antenna to living area and Master Bedroom
Cable TV	Conduit in living area for Pay TV connection at later date
Phone Line	One telephone line provided to living area and Master Bedroom
Data Line	One line provided to living area