



Government of South Australia

EXPRESSION OF INTEREST

**Lot 98 Sophia Way, Andrews Farm
SOUTH AUSTRALIA**

Vendor: Land Management Corporation

Agent: Century 21
2/1568 Main North Road
SALISBURY SOUTH SA 5106

Attn: Shane Cameron or
Ph: 8258 4222
Fax: 8258 3763
Mobile:
Email: Shane@propertypeople.com.au

Attn: Greg Nybo
Ph: 8258 4222
Fax: 8258 3763
Mobile:
Email: Greg@propertypeople.com.au

Solicitors: Crown Solicitor
45 Pirie Street
ADELAIDE SA 5000
Ph: (08) 8207 1720
Fax: (08) 8212 6161
Attn: Lidio Andreotti

PART 1 - INVITATION TO LODGE EXPRESSION OF INTEREST

1. INVITATION

The Land Management Corporation ABN 86 832 349 553 of Level 9, (West) Riverside Centre, North Terrace, Adelaide ("**Vendor**") invites EOIs for the purchase of the vacant land at Lot 98 Sophia Way, Andrews Farm being the whole of the land comprised in Certificate of Title Volume 6006 Folio 883 ("**Property**") for development as multi-residential dwelling affordable housing development.

2. ENQUIRIES

Please direct general enquiries about the Property to the Vendor's Agent, Century 21. The contact details for the Agent are set out on the front page of this Document.

3. CLOSING OF EOI

All Expressions of Interest must be submitted **by 4pm Adelaide, 1st December, 2010**.

PART 2 - CONDITIONS

4. DEFINITIONS

In this Document:

- 4.1 "**Agent**" means Century 21 of 2/1568 Main North Road, Salisbury South SA 5106;
- 4.2 "**Closing Time**" means **the time stated in Section 3 Closing of EOI** or any other time and/or date nominated under this Part;
- 4.3 "**Document**" means this expression of interest including all parts, schedules and annexures;
- 4.4 "**EOI Form**" means the form referred to in clause 9 of this Part, which is attached and forms part of this Document;
- 4.5 "**Expression of Interest**" or "**EOI**" means an expression of interest by the Proponent to the Vendor for the purchase of the Property in accordance with the terms of this Document;
- 4.6 "**Guiding Design Principles**" mean the document entitled "Guiding Design Principles" set out in the attachment of this document
- 4.7 "**NGO**" means a Non-Government Organisation which operates as a "not-for-profit" and which pursues activities in the nature of relieving suffering and/or promoting the interests of the poor and/or protecting the environment and/or providing basic social services and/or undertaking community development (such as multi-residential affordable housing) in accordance with the Australian Tax Office.
- 4.8 "**Property**" means the Property so defined in the Invitation in Part 1;

- 4.9 **"Purchase Contract"** means the final agreement for sale and purchase of the Property to be prepared by the Vendor and made available to the shortlisted Proponent(s) and any other potential purchaser(s) as determined by the Vendor;
- 4.10 **"Proponent"** means a person receiving and/or lodging an EOI pursuant to this Document;
- 4.11 **"Vendor"** means the Land Management Corporation ABN 86832349553 includes a successor to its rights or obligations under this Document; and
- 4.12 **"Vendor's Solicitors"** means The Crown Solicitor, 45 Pirie Street, Adelaide 5000.

5. **INVITATION**

The Vendor invites EOIs for the purchase of the Property on the terms of this Document.

6. **PROCESS**

- 6.1 This Document does not give rise to or amount to a contract whether an Expression of Interest is submitted in response to this Document or not.
- 6.2 The Proponent acknowledges and agrees with the Vendor that neither this Invitation or any invitation to negotiate or to make an offer will be effective to constitute a contract or to create any legitimate expectation on the part of the Proponent unless a formal written contract is executed by both parties.

7. **PROPONENT TO FULLY INFORM ITSELF**

7.1 **Exclusion**

Neither the Vendor nor the Agent nor the Vendor's Solicitors is liable for any statement, representation, warranty, inducement or other thing communicated to a Proponent by any person unless that statement, representation, warranty, inducement or other thing is contained in this Document.

7.2 **Proponent Acknowledgements**

Every Expression of Interest is made on the basis that the Proponent acknowledges that:

- 7.2.1 it has examined (or has the opportunity to examine) the Property;
- 7.2.2 it has sought and examined all necessary information which is obtainable by making reasonable enquiries and relevant to the risks, contingencies and other circumstances having an effect on its Expression of Interest;
- 7.2.3 it is relying entirely on its own enquiries in lodging an Expression of Interest; and
- 7.2.4 the Vendor is not responsible for any costs or expenses incurred by the Proponent or any other person in responding to or taking any other action in relation to this Document or the acquisition or sale of the Property.

8. CONDITIONS OF SALE

- 8.1 The Vendor intends to sell the Property to an NGO for development of the Property as multi-residential dwelling affordable housing development and this requirement will be reflected in the evaluation criteria implemented by the Vendor in assessing EOIs.
- 8.2 The Vendor requires the purchase of the Property to comply with the following requirements:
- 8.2.1 100% of the dwellings constructed within the Property must be leased or rented as Affordable Housing or sold through the Property Locator and qualify as "Affordable Housing" in accordance with the definition regulated through Housing SA, Department of Families and Communities.
- 8.2.2 The Property must be developed in accordance with the Guiding Design Principles. The Concept Plan, which forms part of the Guiding Design Principles, has been prepared by the Vendor and reflects ONE WAY the Property could be developed in accordance with the Guiding Design Principles attached.
- 8.2.3 Plans prepared by the successful Proponent as purchaser for the development of the Property will be assessed by the Vendor to ensure compliance with the Guiding Design Principles.
- 8.2.4 Once approval under the Guiding Design Principles is given by the Vendor and the development receives Development Approval for the Vendor-approved design, the purchaser must procure commencement of construction (1st slab down) within 12 months of the Development Approval and complete all approved dwellings for the property within 24 months of the Development Approval.
- 8.2.5 The Vendor intends the matters set out in clause 8.2.1 to 8.2.4 to be incorporated in the Purchase Contract

9. HOW TO COMPLETE AND EXECUTE AN EOI FORM

9.1 General

A Proponent who wishes to lodge an EOI for the Property must complete all sections of the EOI Form, execute the EOI Form and deliver it together with a copy of this Document to the Agent in accordance with this Document so as to reach the Agent before the Closing Time.

9.2 Date

The Proponent must date the EOI Form immediately below the schedule.

10. LODGEMENT OF EOI

10.1 Copies and packaging

A Proponent must lodge a copy of the EOI Form together with a copy of this Document, sealed in an envelope marked:

"Lot 98 Sophia Way, Andrews Farm – Expression of Interest"

Century 21
2/1568 Main North Road
SALISBURY SOUTH SA 5106

Attention: Shane Cameron”

10.2 **EOI lodgement**

A Proponent must lodge the EOI:

- 10.2.1 at the offices of the Agent;
- 10.2.2 in person or by authorised representative (and not by telegram, telex, facsimile, post, courier, email or other means); and
- 10.2.3 before the Closing Time.

11. **CLOSING TIME**

11.1 **Extension**

The Vendor may extend the Closing Time by notice in the public notice section of "The Advertiser" newspaper. The Vendor may extend the Closing Time more than once.

11.2 **Late EOI**

The Vendor may choose not to consider an EOI lodged after the Closing Time.

12. **NON-COMPLYING EOI**

An EOI which does not complete all of the sections of the EOI Form will be a Non-Complying EOI. The Vendor may choose not to consider a Non-Complying EOI. If the Vendor chooses to consider a Non-Complying EOI, such Non-Complying EOI will be evaluated in accordance with clause 13 of this Document.

13. **EOI EVALUATION**

The Vendor will evaluate all complying (and those non-complying determined by the Vendor) expressions of interest by reference of the following criteria (in no particular order of importance):

- 13.1 The Proponent is an NGO;
- 13.2 Ability to deliver affordable housing outcomes within the requested timeframes and with the Guiding Design Principles.
- 13.3 Price.

14. **POST ASSESSMENT**

After considering the Expressions of Interest submitted in response to this Document, the Vendor intends to select a preferred proponent to negotiate the terms of the proposed purchase of the Property pursuant to the Purchase Contract.

15. COPYRIGHT AND INTELLECTUAL PROPERTY

By submitting an EOI the Proponent licenses the Vendor to reproduce for the purposes of this EOI the whole or any portion of the EOI despite any copyright or other intellectual property right that may subsist in the EOI.

16. CONFIDENTIALITY

- 16.1 Information supplied by or on behalf of the Vendor is confidential to the Vendor and each proponent is obliged to maintain its confidentiality.
- 16.2 Although the Vendor understands the need to keep commercial matters confidential in appropriate circumstances, the Vendor reserves the right to disclose some or all of the contents of your EOI if required
- 16.2.1 by law,
- 16.2.2 as a consequence of a constitutional convention
- 16.2.3 or in order that the relevant Minister may answer questions raised in the South Australian Parliament, keep Parliament informed or otherwise discharge the Minister's duties and obligations to Parliament and to advise the Governor, Parliament and/or the South Australian Government.

Any condition in an Expression of Interest that purports to prohibit or restrict the Minister's right to make such disclosures cannot be accepted.

17. PROPONENT CONDUCT

- 17.1 The Proponent represents and warrants to the Vendor that it will:
- 17.1.1 declare any actual, potential or perceived conflict of interest;
- 17.1.2 maintain the confidentiality of the information provided by the Vendor including answers to questions, whether oral or written;
- 17.1.3 not collude with any other Proponent or any other party who is a potential purchaser;
- 17.1.4 comply with the Vendor 's Fraud and Corruption Policy, a copy of which can be found on the LMC website at:
http://www.lmc.sa.gov.au/_inc/doc_download.aspx?did=775;

- 17.1.5 not attempt to influence the outcome of this process by offering any employment, payment or any other incentive to, or in any way seek to improperly influence, any person employed by the Vendor or engaged by the Vendor; and
- 17.1.6 not make any news releases or responses to media enquiries and questions pertaining to this process without the Vendor's written approval.

18. CANCELLATION OR VARIATION OF EOI

18.1 Right to Cancel

Before or after the Closing Time, the Vendor may in its absolute discretion withdraw the invitation to lodge an EOI in this Document by notice in the public notices of "The Advertiser" newspaper. In that event, no Proponent or prospective Proponent has any rights against the Vendor.

18.2 Right to Sell

Before or after the Closing Time, the Vendor may in its absolute discretion sell the Property to any person including a Proponent or prospective Proponent. In that event, no Proponent or prospective Proponent has any rights against the Vendor.

18.3 Right to Vary

Before or after Closing Time, the Vendor may in its absolute discretion vary the procedure of the EOI process set out in this Document by notice in the public notices of "The Advertiser" newspaper. In that event, no Proponent has any rights against the Vendor.

19. VENDOR NOT OBLIGED TO ACCEPT ANY EOI

The Vendor:

- 19.1 is not obliged to accept the highest EOI or any EOI whether or not it conforms with this Document;
- 19.2 is not obliged to enter into a contract for the sale of the Property following the EOI process;
- 19.3 may seek clarification or additional information orally or in writing from any Proponent;
- 19.4 may negotiate separately with any person including a Proponent or prospective Proponent;
- 19.5 may make any enquiries it deems appropriate to satisfy itself as to the ability of a Proponent to complete the purchase of the Property for the price nominated in its EOI;
- 19.6 may seek the advice of external consultant(s) to assist the Vendor in the evaluation or review of EOIs and may make enquiries of any person, company or organisation to ascertain information regarding a Proponent or its EOI; and
- 19.7 may invite any person to submit an EOI.

20. GOVERNING LAW

- 20.1 This Document and the EOI process are governed by the laws in South Australia.
- 20.2 The courts of South Australia have exclusive jurisdiction in connection with this Document and the EOI process.

EXPRESSION OF INTEREST FORM

Item 1

Proponent

Name:
ABN:
Address/Registered Office:

Name of supporting principals, details of the holding company or entity, details of any beneficiaries and any major consultants to the Proponent:

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Item 2

Purchase Details

Total proposed purchase price and deposit for the Property (CT 6006/883) in Australian dollars (exclusive of GST):

Price

\$.....

Deposit

\$.....

Item 4

Address for service for notification of result of EOI

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Item 5

Contact person of Proponent

Name:
Fax number:
Telephone number:
Email Address:

Item 6

Proponent's solicitors

Name:
Address:

Item 7

Development of the site

Briefly describe how the Proponent intends to develop the Property including the number and nature of the affordable housing dwellings. A proposed site plan showing the building envelope

plans is encouraged. Alternatively, Proponents may advise that they wish to adopt the Concept Plan as provided in this document.

Item 8

Proponent's funding model Briefly describe how Proponent intends to purchase the Property and complete construction:

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Item 9

Capacity to Complete Please advise previous projects of a similar nature which have been successfully completed. Corporate capacity statements may be attached.

Item 10

Evidence of ability to settle: Proponent must attach evidence of its ability to settle to this EOI Form

Item 11

Proposed Settlement date of Property purchase:

Item 12

Conditions
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DATED: 2010

(1) If EOI submitted is an individual name please execute below:

SIGNED by)
in the presence of:)
Signature of Proponent

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

OR

(2) If EOI submitted by a corporation, please execute here:

EXECUTED by
in accordance with the Corporations Act
2001:

.....
Director

.....
Name of Director

.....
Director or Secretary

.....
Name of Director or Secretary