



# PROJECT DELIVERY DEED



	<b>BLOCK 45 SECTION 54 BELCONNEN</b>
<b>Parties</b>	<b>SUBURBAN LAND AGENCY</b>
	<b>DEVELOPER</b>
<b>Prepared by</b>	ACT Government Solicitor's Office 13 Constitution Avenue, Canberra City, ACT 2601 Ph: (02) 6207 0666 Ref: 646926
<b>Version</b>	V – Final

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**Parties** Suburban Land Agency ABN 27 105 505 367 of 480  
Northbourne Avenue, Dickson ACT 2602 being an agency  
established by section 37 of the *City Renewal Authority and  
Suburban Land Agency Act 2017* (ACT).

AND

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

**Developer**

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## **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**

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**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 Territory Planning Authority established in accordance with section 16(1) 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.

<b>Compliance Certificate</b>	means an unconditional certificate issued by the Relevant Agency that the Developer as Crown Lessee under the Crown Lease has complied with all of the building and development covenants under the Crown Lease.
<b>Contract for Sale</b>	means the contract for sale between the Suburban Land Agency (as seller) and the Developer (as buyer) in relation to the Land.
<b>Contract Price</b>	means the purchase price payable by the Developer to the Suburban Land Agency under the Contract for Sale.
<b>Crown Lease</b>	means the Crown lease in respect of the Land.
<b>Date for Completion</b>	has the same meaning as the date for completion in the Contract for Sale.
<b>Deed</b>	means this project delivery deed and all schedules, annexures and attachments to it.
<b>Deed Date</b>	means the date this Deed is entered into by the Parties noted in this Deed.
<b>Developer</b>	includes the Developer's employees, officers, agents, consultants and contractors.
<b>Development Application</b>	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.
<b>Development Approval</b>	means approval of a Development Application by the Authority as described in the Planning Act.
<b>Environment Protection Authority</b>	means the person appointed as the environment protection authority under section 11 of the <i>Environment Protection Act 1997</i> at the relevant time.
<b>Executive</b>	means the Australian Capital Territory Executive created by section 36 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
<b>Improvements</b>	means the buildings, structures and fixtures erected on and forming part of the Land.
<b>Insolvency Event</b>	(1) in respect of a natural person: <ul style="list-style-type: none"> <li>(a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the <i>Bankruptcy Act 1966</i> (Cth); or</li> <li>(b) in the reasonable opinion of the Suburban Land</li> </ul>

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.

<b>Land</b>	means the land described in <b>Item 3</b> of Schedule 1.
<b>Minimum Rating</b>	means a credit rating of at least A- by S&P Global Ratings Australia Pty Ltd
<b>Minister</b>	means a Minister for the Territory appointed under section 41 of the <i>Australian Capital Territory (Self Government) Act 1988</i> (Cth)
<b>Parties</b>	means the Suburban Land Agency and the Developer.
<b>Permitted Substitute Security</b>	means a replacement Security in the form described in <b>clause 4.1.1</b> provided in accordance with <b>clause 4.1.8</b> .
<b>Planning Act</b>	means the <i>Planning Act 2023</i> .
<b>Provided Security</b>	means Security provided under <b>clause 4</b> .
<b>Release Date</b>	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.
<b>Relevant Agency</b>	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.

<b>Security</b>	has the meaning set out in <b>clause 4</b> of this Deed and includes any Permitted Substitute Security.
<b>Security Amount</b>	means \$60,000.
<b>Specimen Lease</b>	means the specimen lease attached at Annexure B of the Contract for Sale.
<b>Term</b>	as described in <b>clause 2</b> of this Deed.
<b>Territory</b>	when used:  (1) in a geographical sense, the Australian Capital Territory; and  (2) in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
<b>Territory Plan</b>	means the notifiable instrument created under section 45 of the Planning Act, as amended and varied from time to time.
<b>Working Day</b>	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**

2.1.1. 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 an expiry date) from an Australian financial institution that satisfies the Minimum Rating and on 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 that satisfies the Minimum Rating 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 the Date for 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.

- 4.1.3. If notified 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.
- 4.1.4. The Parties have agreed the sum of the Security represents a genuine pre-estimate of the loss of the Suburban Land Agency if this Deed is terminated by the Suburban Land Agency as a result of the Developer failing to comply with its obligations under this Deed.
- 4.1.5. 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 or losses reasonably incurred by the Suburban Land Agency in respect of or in connection with any loss or damage suffered, arising from the Developer's breach of this Deed and includes any loss or costs in respect of the Suburban Land Agency:
  - (1) carrying out their respective obligations; and/or
  - (2) enforcing their respective rights under this Deed.
- 4.1.6. 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.
- 4.1.7. 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 13.1**,the Developer releases the Security and any amount payable under the Security absolutely to the Suburban Land Agency.
- 4.1.8. 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 4.1.5**, the Suburban Land Agency will release to the Developer the Security (or the balance of the Security, if part of it has been released in accordance with **clause 4.1.5**) provided under this **clause 4**.
- 4.1.9. If the credit rating of an Australian financial institution or Australian institution (as applicable) providing the Security falls below the Minimum Rating, the Developer must provide a replacement Security (being a Permitted Substituted Security) from an Australian financial institution or Australian institution (as applicable) with at least the Minimum Rating, at the Developer's cost, to the Suburban Land Agency within 10 Working Days of the credit rating falling below

the Minimum Rating. A replacement Security under this clause will be effective from the date of receipt.

- 4.1.10. If the Security has an expiry date which has less than 3 months remaining at any point during the Term, the Developer must provide a replacement Security (being a Permitted Substituted Security) from an Australian financial institution or Australian institution (as applicable) with at least the Minimum Rating, at the Developer's cost, to the Suburban Land Agency no later than 10 Working Days after the date which is 3 months from the expiry date of the Security. A replacement Security under this clause will be effective from the date of receipt.
- 4.1.11. If a replacement Security under **clause 4.1.9** or **clause 4.1.10** has an expiry date, the expiry date must be no earlier than 1 year from the date the replacement Security is provided by the Developer to the Suburban Land Agency.
- 4.1.12. If the Developer fails to provide a replacement Security under **clause 4.1.9** or **clause 4.1.10** by the required date it will be a breach of this Deed and the Suburban Land Agency shall be immediately entitled to draw on the Security, hold the proceeds and apply such proceeds as it may apply Security under this Deed.
- 4.1.13. Where, following the Suburban Land Agency drawing on the Security under **clause 4.1.12**, the Developer provides a replacement Security from an Australian financial institution or Australian institution (as applicable) with at least the Minimum Rating, at the Developer's cost, to the Suburban Land Agency, the Suburban Land Agency must, subject to any recourse to the proceeds permitted under this Deed, return to the Developer the proceeds from drawing down on the relevant Security less any reasonable costs incurred as a result of the Developer's delay in providing the replacement Security.
- 4.1.14. Subject to the rights given under this clause, if the Developer disputes the Suburban Land Agency's entitlement to exercise a right in respect of the Security under this **clause 4** then such dispute will be referred for resolution under clause 16 but will not prevent the Suburban Land Agency having recourse to the proceeds of the Security.
- 4.1.15. If the Suburban Land Agency makes a call on the Security, the Suburban Land Agency:
  - (1) does not hold the amount received under the call on trust for the Developer; and
  - (2) is not obliged to pay the Developer interest on that amount.
- 4.1.16. The Developer must not take any steps whatsoever to restrain:
  - (1) the Suburban Land Agency from making any call on the Security; or
  - (2) the issuer of the Security from complying with any such call.

- 4.1.17. The Developer agrees that damages will be an adequate remedy if the Suburban Land Agency makes any call on the Security which it is not entitled to make.
- 4.1.18. 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 4.2.1** 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 Territory, Authority or Suburban Land Agency 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 Deed 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 Deed 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 Deed; 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. Construction completion**

- 7.1.1. The Developer must, within 48 months after Completion:
- (1) complete construction of a development on the Land; and
  - (2) obtain a Compliance Certificate.

## **8. Indemnity**

- 8.1.1. 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.

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

- 9.1.1. 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.

## **10. Developer's representations and warranties**

- 10.1.1. 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.

## **11. Costs and expenses**

- 11.1.1. 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.

- 11.1.2. Subject to **clause 11.1.1**, 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.

## **12. Set-off**

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

## **13. Default and Termination**

### **13.1. Termination by the Suburban Land Agency**

- 13.1.1. 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.

- 13.1.2. 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 13.1.1** 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 13.1.1** until the Suburban Land Agency has remedied the breach of its obligation.

### **13.2. Termination by the Developer**

- 13.2.1. 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.
- 13.2.2. 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 13.2.1** until the Developer has remedied the breach of its obligation.

### **13.3. Future restrictions resulting from termination by the Suburban Land Agency**

13.3.1. Where the Suburban Land Agency terminates this Deed under **clause 13.1**, 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.

13.3.2. 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.

### **13.4. Other Rights**

Nothing in this **clause 13** prejudices any other rights or remedies of the Parties in respect of any breach of this Deed.

## **14. Parties’ Representatives and Notices**

### **14.1. Parties’ Representatives**

14.1.1. 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.

14.1.2. 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.

14.1.3. A Party may change its Representative by notice to the other Party given in accordance with **clause 14.2**.

### **14.2. Notices**

14.2.1. 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.

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

## **15. 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.

## **16. Dispute Resolution**

- 16.1.1. 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.
- 16.1.2. Nothing in this **clause 16** 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.

## **17. Miscellaneous**

### **17.1. 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.

### **17.2. 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.

### **17.3. 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.

#### **17.4. 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.

#### **17.5. 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.

#### **17.6. Australian Currency and measurements**

17.6.1. 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.

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

#### **17.7. 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.

#### **17.8. 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.

### **18. Schedules**

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

18.1.2. 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

<p>Item 1 <b>Buyer/Developer</b></p>	<p>ACN</p>	
<p>Item 2 <b>Seller</b></p>	<p><b>Suburban Land Agency</b> <b>ABN 27 105 505 367</b></p>	
<p>Item 3 <b>Land</b></p>	<p>Block 45 Section 54 Belconnen in the Australian Capital Territory</p>	
<p>Item 4 <b>Parties' addresses</b></p>	<p><b>Suburban Land Agency</b> <b>Address:</b> 480 Northbourne Avenue DICKSON ACT 2602  For the attention of: <b>Representative:</b> Jamie Valdivia <b>Email:</b> communityhousing@act.gov.au <b>Telephone:</b>02 6205 0600</p>	<p><b>Developer</b> <b>Address:</b>  For the attention of: <b>Representative:</b> <b>Email:</b> <b>Telephone:</b></p>
<p>Item 5 <b>Schedules</b></p>	<p>Schedule 1 – Details</p> <p>Schedule 2 – Sustainability Requirements</p> <p>Schedule 3 – Verges and Footpaths</p> <p>Schedule 4 – Consultation and Development Application Endorsement</p> <p>Schedule 5 - Hoarding</p> <p>Schedule 6 – Development Application Contribution Amount</p>	



## Schedule 2 – Sustainability Requirements

### 1 Sustainability Requirements

#### 1.1 Definitions

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

<b>Assessor Accrediting Organisation (AAO)</b>	means an organisation that accredits NatHERS Assessors.
<b>Building Assessor</b>	has the meaning set out in section 8A of the <i>Construction Occupations (Licensing) Act 2004</i> (ACT).
<b>Car Share Operator</b>	means a company which facilitates a car share scheme, managing membership and all associated costs and responsibilities.
<b>Car Share Space</b>	means a parking space, with line marking and/or signage which indicates is for an authorised Car Share Vehicle.
<b>Car Share Vehicle</b>	means a vehicle managed by a Car Share Operator available to building residents and tenants on a shared basis. Vehicles are located in the building at identified Car Shares Space(s) and are available on demand or on a pay-as-you-go basis.
<b>Class A Unit</b>	has the meaning set out in section 10 of the <i>Unit Titles Act 2001</i> (ACT).
<b>EV Ready</b>	means a car space which has been equipped with the necessary infrastructure to support the future installation and operation of a 7kW (32A) type 2 electric vehicle charger.
<b>NatHERS</b>	means the Nationwide House Energy Rating Scheme and is a national framework managed by the Australian Government Department of Climate Change, Energy, the Environment and Water, used to assess and rate the thermal performance of residential buildings in Australia.
<b>NatHERS Assessor</b>	means NatHERS assessors who:  (1) are accredited by an Assessor Accrediting Organisation (AAO); and  (2) are a Building Assessor that is appropriately licensed in accordance with the <i>Construction Occupations (Licensing) Act 2004</i> (ACT) and the <i>Construction Occupations (Licensing) Regulation 2004</i> (ACT).

**NatHERS Certificate** means a certificate issued by a NatHERS Assessor using software accredited under the NatHERS, which provides an assessment of the thermal performance of a residential building, expressed as a star rating.

## **1.2 No Gas Connections**

1.2.1 The Developer must not connect (or permit connection of) any development on the Land to any form of supply of gas for heating, cooking, hot water or other systems.

## **1.3 Car Park Requirements**

1.3.1 The Developer must provide:

- (1) where a requirement for visitor parking exists, at least two visitor car parking spaces with a 7 kW (32 A) type 2 electric vehicle charger and a user-pays billing system;
- (2) one 10A socket outlet for every six bicycle, scooter and motorbike parking spaces to accommodate electric charging; and
- (3) a minimum of two (2) Car Share Spaces, in either publicly accessible locations, or accessible only to building occupants, that are EV Ready.

1.3.2 The Developer must prepare an annotated car park plan which must be provided to the Suburban Land Agency with the draft Development Application at the Second Meeting as set out in **clause 1.1.2** of Schedule 4.

1.3.3 The parties acknowledge while the Developer must install infrastructure that enables the charging of electric vehicles as specified above, the Developer is not obliged to install or connect charging stations except as required under the visitor parking requirement above.

1.3.4 In the event of any inconsistency between **clause 1.3.1** and any laws in force in the Territory (including the Territory Plan), then, to the extent of any inconsistency, the law(s) will prevail.

## **1.4 Building Thermal Performance**

1.4.1 The Developer must ensure that energy efficiency ratings (NatHERS) for Class A Units must achieve an average of at least 7.5 stars across multiple dwellings, and a minimum of 6.5 stars for each dwelling.

1.4.2 The Developer must provide the Suburban Land Agency with evidence that they have achieved the requirements set out in clause 1.5.1 in the form of one or more NatHERS Certificates issued by a NatHERS Assessor.

### **Schedule 3 – 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.

## Schedule 4 – Consultation and Development Application Endorsement

### 1.1. Definitions

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

<b>Endorsement Letter</b>	means a letter issued by the Suburban Land Agency to the Developer in respect of a Development Application stating that the Suburban Land Agency endorses the Development Application for the purposes of this Deed.
<b>Engagement Notice</b>	means a notice issued by the Developer to the Agency under <b>clause 1.7</b> of this <b>Schedule 4</b> .
<b>Engagement Plan</b>	initially the Interim Engagement Plan and any replacement or amendment to that document endorsed but the Agency under this Deed.
<b>Interim Engagement Plan</b>	means the document set out in Annexure C until replaced in accordance with this Deed [Note to Respondents: the Stakeholder Engagement Plan submitted in response to the Request for Expressions of Interest will become the Interim Engagement Plan].
<b>Place Design Brief</b>	means the document set out at Annexure B, being the Belconnen S54 Place Design Brief.

### 1.2. Suburban Land Agency Consultation

1.2.1. Prior to lodging any Development Application with the Authority, the Developer must meet with the Suburban Land Agency as set out in this **clause 1.2** in this Schedule.

1.2.2. The Developer must attend the following meetings:

- (1) a meeting with the Suburban Land Agency (**First Meeting**) no later than 30 Working Days from the Deed Date for the purposes of:
  - (a) the Suburban Land Agency setting out its views to the Developer on the Place Design Brief and how they relate to the Land; and
  - (b) the Developer providing the Suburban Land Agency with the Developer's initial views on its proposed development of the Land and how its proposals meet the Place Design Brief; and
  - (c) the Developer providing a site access program to the SLA;
- (2) a further meeting with the Suburban Land Agency (**Second Meeting**) within six months of the First Meeting for the purposes of:

- (a) the Developer presenting a draft Development Application for endorsement in respect of its proposed development of the Land with the draft Development Application; and
  - (b) the Suburban Land Agency providing feedback and advice on whether it considers the draft Development Application is consistent with Place Design Brief.
- (3) The draft Development application above must include sufficient information to demonstrate that the proposed development is consistent with the Place Design Brief, including but not limited to:
- (a) the Landscaping Design Plan;
  - (b) 3D massing of proposal showing the building envelope(s) in the immediate context showing surrounding buildings, verges and adjacent public realm;
  - (c) floor plans, sections, elevations, landscape; and
  - (d) yield analysis, including total dwellings, non-residential gross floor area, land use type, and parking; and

1.2.3. Where the Developer is required to meet with the Suburban Land Agency under this **clause 1.2** in this Schedule:

- (1) the meeting will take place at a location within the Territory (generally at either the Suburban Land Agency's usual place of business) at a time and date advised to the Developer by the Suburban Land Agency;
- (2) the Suburban Land Agency may vary the time, date and location of any meeting by notice to the Developer given at least 5 Working Days prior to the scheduled meeting; and
- (3) the representatives of the Developer and the Suburban Land Agency attending a meeting must make reasonable efforts to engage with one another for the purposes of that meeting.

1.2.4. If a meeting required under this **clause 1.2** in this Schedule does not occur, the Suburban Land Agency may, at its discretion, reschedule that meeting and the Developer must attend that rescheduled meeting.

1.2.5. Where the Suburban Land Agency considers that the purposes of any meetings have not been met at that meeting or the Suburban Land Agency consider that the Developer's proposals do not meet the Place Design Brief, the Suburban Land Agency may schedule further meetings, and the Developer must attend such meetings.

### **1.3. Development Application**

1.3.1. The Developer must not lodge with the Authority a Development Application unless it is accompanied by an Endorsement Letter in respect of that Development Application. For the avoidance of doubt, the Parties agree this is an essential term of this Deed.

- 1.3.2. The Developer must provide the Suburban Land Agency with a copy of any draft Development Application the Developer proposes to lodge with the Authority for the purposes of permitting the Suburban Land Agency, to consider whether it considers the draft Development Application is consistent with the Place Design Brief.
- 1.3.3. The Developer authorises the Suburban Land Agency to make copies of any draft Development Application submitted to the Suburban Land Agency.
- 1.3.4. The Suburban Land Agency must:
- (1) take all reasonable measures to ensure that the draft Development Applications is protected against loss, unauthorised access, use, modification, disclosure or other misuse; and
  - (2) ensure that the draft Development Applications is not disclosed to any person in any way except for the purposes of this Deed, without the prior written consent of the Developer, except to the extent that the information in the draft Development Applications is:
    - (a) disclosed by the Suburban Land Agency to the other for the purposes of carrying out functions under this Deed;
    - (b) disclosed by the Suburban Land Agency to a Relevant Agency for purposes related to or in connection with the design and development of the Land under this Deed;
    - (c) required or authorised to be disclosed by law;
    - (d) disclosed by the Suburban Land Agency to their respective solicitors, auditors, insurers or advisers;
    - (e) generally available to the public; or
    - (f) in the possession of the Suburban Land Agency without restriction in relation to disclosure before the date of receipt from the Developer.
- 1.3.5. The Suburban Land Agency is not obliged to consider any draft Development Application unless and until the Developer has attended all meetings as required under **clause 1.2** in this Schedule.
- 1.3.6. Subject to **clause 1.3.5** in this Schedule, following receipt of a draft Development Application from the Developer, the Suburban Land Agency must issue to the Developer an Endorsement Letter in respect of the draft Development Application within 20 Working Days of receiving the draft Development Application, and only if, the Suburban Land Agency:
- (1) at its absolute discretion determines that the Development Application is consistent with the Place Design Brief; and
  - (2) accepts the Developer has undertaken all aspects of the Engagement Plan.

- 1.3.7. In issuing an Endorsement Letter, the Suburban Land Agency only represents, in its opinion, that the Development Application is consistent with the Place Design Brief. It does not warrant or represent:
- (1) that the relevant Development Application complies with all applicable laws; or
  - (2) that the Authority will approve the Development Application.
- 1.3.8. If the Suburban Land Agency declines to provide an Endorsement Letter in respect of any Development Application, the Suburban Land Agency must provide the Developer with reasons as to why the Suburban Land Agency has declined to provide an Endorsement Letter within 20 Working Days of receiving the draft Development Application.
- 1.3.9. The Suburban Land Agency is not required to consider any further draft Development Application submitted by the Developer where the Developer has already provided a draft Development Application under **clause 1.3.2** in this Schedule until the Suburban Land Agency has either:
- (1) provided a Letter of Endorsement in respect of the current Development Application; or
  - (2) notified the Developer that it declines to provide an Endorsement Letter under **clause 1.3.8** in this Schedule.

#### **1.4. Developer variation of Development Applications**

- 1.4.1. The Developer must not seek to vary or amend any Development Application lodged with the Authority for Development Approval unless the Suburban Land Agency has issued the Developer with an Endorsement Letter specifically in relation to the Development Application as sought to be varied or amended. This **clause 1.4.1** in this Schedule ceases to apply upon the issue of the Compliance Certificate.
- 1.4.2. The Suburban Land Agency must endorse the Development Application as sought to be varied or amended by issuing an Endorsement Letter if and only if:
- (1) the Developer has submitted the amended Development Application to the Suburban Land Agency for review and discussion;
  - (2) the Developer has attended any further meetings required by the Suburban Land Agency to discuss the amended Development Application; and
  - (3) the Suburban Land Agency has determined at its absolute discretion that the amended Development Application complies with the Place Design Brief.

#### **1.5. Design and Development Outcomes**

- 1.5.1. The Developer must design and construct all building on the Land consistent with the most recent Development Approval which has resulted from a

Development Application for which an Endorsement letter has been issued by the Suburban Land Agency pursuant to this Schedule.

## **1.6. Community and Stakeholder Engagement**

- 1.6.1. From the commencement of this Deed the Developer must comply with the Engagement Plan.
- 1.6.2. The Developer must undertake community and stakeholder engagement according to the Engagement Plan.
- 1.6.3. The Developer acknowledges the Interim Engagement Plan is temporary only.
- 1.6.4. The Developer must serve on the Agency a proposed amended Engagement Plan that sets out the proposed detailed plans for the engagement of the public in respect to the proposed design of improvements on the Land within 15 Working Days from the Deed Date.
- 1.6.5. The Developer may serve on the Agency a further proposed amended Engagement Plan at any time and must serve such a document on the Agency in the event there is a substantial change in its proposed plans for engagement with the public in respect of the design of the improvements on the Land.
- 1.6.6. The Agency must endorse or reject the proposed amended Engagement Plan, served on it within 15 Working Days and must notify the Developer where it:
  - (1) endorses the proposed Engagement Plan, that it does so; or
  - (2) does not endorse the proposed Engagement Plan, provide:
    - (a) notice it does not endorse the proposed Engagement Plan;
    - (b) any reasons for refusing to endorse it; and
    - (c) written comments to the Developer on the content of the proposed Engagement Plan, including any alterations or amendments required.
- 1.6.7. If the Agency notifies the Developer it does not endorse the proposed Engagement Plan, the Developer must submit a revised Engagement Plan to the Agency for further review within 15 Working Days of receipt of the comments.
- 1.6.8. The parties agree that the process set out in **clauses 1.6.4 to 1.6.7** of this **Schedule 4** shall continue until the Agency is satisfied the proposed Engagement Plan, as submitted, meets the requirements of the Agency and is consistent with the requirements of this Deed, unless either party gives notice of a dispute under **clause 16** (Dispute Resolution).
- 1.6.9. If the Agency endorses a proposed Engagement Plan, that document shall be the Engagement Plan, from the date of endorsement and the former Engagement Plan will no longer apply.

## **1.7. Engagement Notice**

### 1.7.1. The Developer:

- (1) must serve and Engagement Notice on the Suburban Land Agency at any times specified in the Engagement Plan; and
- (2) agrees and acknowledges that the Suburban Land Agency's obligation to issue an Endorsement Letter as contingent on the Developer complying with an Engagement Plan to the satisfaction the Suburban Land Agency.

### 1.7.2. An Engagement Notice must:

- (1) state the Developer has, in its opinion, complied with the Engagement Plan in respect of the stage, even or milestone in the Engagement Plan which is the subject of the Engagement Notice;
- (2) annex a report in respect of the design or improvements on the Land the subject of the Engagement Notice which:
  - (a) summarises each requirement of the Engagement Plan the Developer was obliged to undertake; and
  - (b) summarises feedback received from all parties in respect of this requirement;
- (3) annex a record of relevant documents that the Developer relied on as evidence of compliance with the Engagement Plan in respect of the stage, event or milestone in the Engagement Plan which is the subject of the Engagement Notice including relevant:
  - (a) agendas of meetings, events and other community engagements;
  - (b) attendance records from meetings, events and other community engagement held by the Developer with parties including community groups; and
  - (c) minutes or summary outcomes, reports of meetings, events and other engagement.

1.7.3. The Suburban Land Agency will consider the Engagement Notice and advise the Developer in writing within 10 Working Days whether the Agency accepts the Developer has undertaken all aspects of the Engagement Plan to its reasonable satisfaction (including achievement of relevant deliverables) of the stage, event or milestone in the Engagement Plan which is the subject of the Engagement Notice.

1.7.4. If the Suburban Land Agency does not accept the Developer has undertaken all aspects of the Engagement Plan to its reasonable satisfaction (including achievement of relevant deliverables) in respect of the stage, event or milestone in the Engagement Plan which is the subject of the Engagement Notice, the Agency must set out any additional matters the Developer must attend to in a

notice to the Developer served on the Developer within 10 Working Days of receipt of the relevant Engagement Notice from the Developer.

- 1.7.5. If a notice issued by the Suburban Land Agency requires the Developer to undertake any further matters in respect of the Engagement Plan, the Developer must address those matters by performance or completion as relevant prior to submitting a revised Engagement Notice to the Agency for further consideration.
- 1.7.6. Where the Suburban Land Agency does not accept the Developer has undertaken all aspects of the Engagement Plan to its reasonable satisfaction (including achievement of relevant deliverables) of the stage, event or milestone in the Engagement Plan which is the subject of the Engagement Notice, it may decline to issue an Endorsement Letter or any further Endorsement Letter unless and until it is satisfied the Developer has done so.

## Schedule 5 - Hoarding

### 1.1. Definitions

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

**Hoarding** means a temporary, solid barrier system used to secure the Land, protect the public from hazards like dust and debris, and/or block visual access for privacy or security, in the area marked by hatching on the plan annexed to this Deed as Annexure A.

### 1.2. Hoarding Licence

1.2.1. Commencing on the Deed Date and expiring on Completion, the Suburban Land Agency grants a licence (Hoarding Licence) to the Developer to use the Hoarding for the purposes set out in this Schedule 5 on the terms and conditions set out in this Schedule 5.

1.2.2. While the Hoarding Licence is on foot, the Developer will be entitled to affix and display on the Hoarding advertising material in respect of the Land and its intended development thereon, including posters, flyers and other promotional literature.

1.2.3. The Developer may not affix or display, and must not permit any third party to affix to, or display on, the Hoarding anything the Suburban Land Agency (acting reasonably) considers:

- (1) offensive to any group;
- (2) a breach or potential breach of any law;
- (3) creates or potentially creates an impression that the Suburban Land Agency or Territory supports, agrees with or holds any position in respect of any matter; or
- (4) suggests any relationship between the Territory and/or Suburban Land Agency and any other party, including the Developer.

1.2.4. The Developer must comply with the following requirements in exercising its rights under the Hoarding Licence:

- (1) give the Suburban Land Agency not less than 24 hours' notice prior to entry on the Land;
- (2) meet all safety standards and requirements prior to entry on the Land as required by the Suburban Land Agency;
- (3) following all reasonable directions of the Suburban Land Agency whilst on the Land; and

- (4) any other reasonable directions or requirements of the Suburban Land Agency.

1.2.5. Where the Developer is in breach of any condition set out in this Schedule 5, the Suburban Land Agency upon notice may immediately suspend access to the Land by the Developer until such time and the Suburban Land Agency, acting reasonably, is satisfied the Developer has rectified the breach including paying reasonable costs and damages to the Suburban Land Agency in respect of any damage occasioned by the breach.

### **1.3. Transfer of Hoarding**

1.3.1. On Completion, the Suburban Land Agency shall transfer ownership of the Hoarding to the Developer and the Developer must accept such transfer for the consideration of one dollar (if and when demanded).

1.3.2. At the time of transfer, the Developer shall accept the Hoarding in its:

- (1) current location; and
- (2) state of repair,

and not make any claim in relation to the:

- (3) maintenance of the Hoarding;
- (4) condition of the Hoarding;
- (5) approvals required to be obtained from any Territory directorate or authority; or
- (6) any other matter whatsoever in relation to the Hoarding.

### **1.4. Preservation, Maintenance and Repair of Hoarding**

1.4.1. The Developer must not alter, demolish, remove or otherwise interfere with the Hoarding, save as set out in this schedule, prior to Completion without the approval of the Suburban Land Agency.

1.4.2. The Developer agrees and acknowledges that if required by the Suburban Land Agency, it will contribute an amount towards the maintenance, repair or reinstatement of the Hoarding (or any part thereof) required as a result of any damage or destruction caused or contributed to by the Developer save to the extent the Suburban Land Agency caused or contributed to such damage or destruction as determined by the Suburban Land Agency in its absolute discretion.

1.4.3. Nothing in this Deed warrants, represents or guarantees that the Hoarding is suitable for the any purposes contemplated or undertaken by the Developer.

## **1.5. Indemnities and Release**

- 1.5.1. The Developer is liable for, releases the Suburban Land Agency, and indemnifies and shall keep the Suburban Land Agency indemnified, from and against all demands, actions, claims, losses, damages, proceedings, liabilities and expenses (collectively Liabilities) whatsoever and however arising from or in respect of its use of the Hoarding or any actions taken by the Developer in respect of such use save to the extent the Suburban Land Agency caused or contributed to such loss or damage as a result of its negligent or unlawfully acts or omissions.

## Schedule 6 – Contribution Payment

### 1.1. Definitions

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

**Contribution Amount** means an amount equal to \$200,000 (including GST).

**Contribution Deadline Date** means 31 December 2027.

**Notice of Decision** means a notice issued under Division 7.2.6 of the Planning Act in respect of any Development Application.

### 1.2. Development Application Contribution Amount

1.2.1. If:

- (1) the date of Development Approval, in accordance with the requirements of this Schedule, is on or prior to the Contribution Deadline Date; and
- (2) the Developer is not on or prior to the date of Development Approval otherwise in breach of the Contract for Sale, or this Deed,

the Developer may apply to the Suburban Land Agency within 20 Working Days of the date of Development Approval to receive the Contribution Amount.

1.2.2. To apply for the Contribution Amount, the Developer must provide to the Suburban Land Agency evidence that the Developer has satisfied the requirements of **clause 1.2.1**.

1.2.3. If the Suburban Land Agency is satisfied that the Developer's has met the requirements set out in **clause 1.2.1** following its consideration of the information submitted in accordance with **clause 1.2.2** and any other information the Suburban Land Agency may require from the Developer to determine or substantiate the matters specified in **clause 1.2.1**, the Suburban Land Agency:

- (1) will request that the Developer provide a tax invoice for the Contribution Amount within 5 Working Days of the relevant request; and
- (2) must pay the Contribution Amount to the Developer within 20 Working Days of receiving a tax invoice for the Contribution Amount.

1.2.4. In the event the Developer becomes aware consideration of the Development Application is delayed as a result of the Authority failing to take any step in its process for considering the Development Application in accordance with its statutory obligations or procedural norms (other than due to an act or omission of the Developer), and as a result the Developer considers it possible Development

Approval will not occur on or before the Contribution Deadline Date, the Developer may:

- (1) make a request in writing to the Suburban Land Agency seeking an extension of the Contribution Deadline Date; and
- (2) on receipt of a written request to extend the Contribution Deadline Date in accordance with paragraph (1), and

the Suburban Land Agency may at its sole discretion, and either with or without conditions, extend the Contribution Deadline Date.

- 1.2.5. For the avoidance of doubt, the Developer may make a request under clause **Error! Reference source not found.** after the Contribution Deadline Date.
- 1.2.6. Following consideration of the application made by the Developer to the Suburban Land Agency in accordance with **clause 1.2.3**, the Suburban Land Agency may approve or reject the application (with or without conditions) at the Suburban Land Agency's sole and absolute discretion.

## **Annexure A – Hoarding Plan**

## **Annexure B - Place Design Brief**

## **Annexure C – Interim Engagement Plan**

DATE OF THIS DEED \_\_\_\_\_ 2026

**SIGNED AS A DEED**

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

.....  
Signature of witness Print name

.....  
Print name

**SIGNED, SEALED AND DELIVERED** by or )  
for and on behalf of )  
Signature of director/ authorised )  
officer/ individual\*  
*\*DELETE whichever is not applicable (see note below)*

ACN  
.....  
Print name

in accordance with section 127 of the  
Corporations Act 2001 (Cth) in the presence  
of \*  
*\*DELETE whichever is not applicable (see note below)*  
:  
Signature of second authorised officer\*  
*\*only use if Incorporated Association (see note below)*

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

.....  
Print name



**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.