

ADDENDUM 5

BLOCK 45 SECTION 54 BELCONNEN

THIS ADDENDUM IS MADE PURSUANT TO SECTION 27(1) OF THE REQUEST FOR EXPRESSIONS OF INTEREST

Recitals:

- A. Pursuant to section 27(1) of the Request for Expressions of Interest (**REOI**) the Suburban Land Agency (**SLA**) may issue addenda to the REOI for the purposes of clarifying, supplementing or amending the REOI.

Addendum:

1. Unless otherwise stated, terms defined in this Addendum have the same meaning given to them in the REOI and the Specimen Contract.
2. The amendments to the REOI, the Specimen Contract and the Project Delivery Deed provided in the Attachments to this Addendum replace those released via Tenders ACT on 23 February 2026.

Attachment A Request for Expressions of Interest

Attachment B Specimen Contract

Attachment C Project Delivery Deed

3. For ease of reference, the changes to the REOI, the Specimen Contract and the Project Delivery Deed are described in Attachment D. Attachment D is provided for information only.
4. This Addendum is made on 16 July 2026.

Attachment A – Request for Expressions of Interest

**REQUEST FOR
EXPRESSIONS OF INTEREST FOR LAND FOR COMMUNITY HOUSING**

ISSUE DATE: 24 FEBRUARY 2026

CLOSING TIME AND DATE: 2.00PM AEST ON 28 JULY 2026

VERSION - FINAL

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PART A – OVERVIEW

1. OPPORTUNITY

- (1) The Suburban Land Agency (SLA) is issuing this Request for Expressions of Interest for Land for Community Housing.
- (2) In accordance with the [Indicative Land Release Program 2025-26 to 2029-30](#), SLA is making available Block 45 Section 54 Belconnen (the **Land**) for direct sale to Community Housing Providers (**CHPs**).
- (3) Only entities that are CHPs registered under the National Regulatory System for Community Housing (**NRSCH**) can purchase the Land. This includes Aboriginal Community-Controlled Organisations (**ACCOs**) that are also CHPs and ACCO-led consortia which include a CHP as the entity that will purchase the Land.
- (4) ACCOs will be given priority in evaluation of this REOI. ACCOs must meet the Clause 44 definition found in the Closing the Gap agreement as well as demonstrate they operate and/or provide service delivery in the ACT or Canberra Region.
- (5) This REOI is seeking Responses from Eligible Respondents that include expressions of interest from CHPs, including ACCO-led consortia (where a CHP is the entity that will purchase the Land), for the purchase of the Land.
- (6) This REOI is subject to the Terms and Conditions set out in Part E.

2. PRICE OF LAND

- (1) The Price of the Land nominated by the Successful Respondent in their Response will be the price set out in the Contract for Sale.
- (2) Prospective Respondents should note that:
 - a. the Price of the Land is GST exclusive; and
 - b. The Respondent will need to indicate if the margin scheme applies (as set out in the *A New Tax System (Goods And Services Tax) Act 1999* (Cth)).

3. PURCHASING THE LAND

- (1) The permitted uses for the Land will be consistent with the zoning under CZ2 – Business Zone and related development controls under the Territory Plan. This includes suitability for the development of community housing, in addition to other ancillary uses.
- (2) Background Documents for the Land, including site details and indicative analysis about development opportunities, are set out in the Specimen Contract for Sale.
- (3) Respondents should undertake their own research and due diligence regarding the Land.
- (4) Respondents may consider reviewing a variety of sources of information to understand the planning controls and design requirements which apply, including (but not limited to):
 - a. [Planning Act 2023](#) (including (but not limited to) section 266 (1)(e));
 - b. [Planning \(General\) Regulation 2023](#) (including (but not limited to) section 54 (1)(f));
 - c. [Territory Plan 2023](#), including (but not limited to) the D02 - Belconnen District Policy, the E04 - Community Facility Zones Policy and the E02 – Commercial Zones Policy;
 - d. The [Belconnen District Strategy](#);
 - e. Any relevant design guide made under or in accordance with the Planning Act including the Planning (Housing) Design Guide 2024 (NI 2024-512);
 - f. [The Planning \(Good Consultation\) Guidelines 2023 \(No 1\)](#);
 - g. [The Planning \(Belconnen District\) Technical Specifications 2025 \(No 2\)](#); and
 - h. The [Planning \(Commercial Zones\) Technical Specifications 2024 \(No 2\)](#).
- (5) To purchase the Land, the Successful Respondent must:
 - a. at exchange, sign the Contract for Sale and Project Delivery Deed and pay the Deposit; and
 - b. at Completion, pay:
 - i. the balance of the Price, including any unpaid portion of the Deposit;
 - ii. the security required under the relevant PDD;

- iii. the amount payable under clause 15 of the Prescribed Conditions for Associated Works; and
 - iv. any other amount payable in accordance with the Contract for Sale.
- (6) The Crown lease for the Land will be granted on settlement.
- (7) The Contracts for Sale and PDD will be in a form substantially the same as the Specimen Contract for Sale and Specimen Project Delivery Deed at Attachments A and B respectively.
- (8) Respondents should note that any Crown lease granted as a result of this REOI process will be consistent with the *Planning Act 2023* and Regulations, specifically in relation to the Crown lease being granted by direct sale to a registered CHP and be substantially in the form of the Specimen Crown Lease.

4. FUNDING

- (1) Respondents are able to seek funding from funding sources.
- (2) Responding to this REOI process does not preclude the Respondent from applying for ACT Government, Commonwealth Government or other grants, loans or funding programs (subject to the terms and conditions of those programs).
- (3) The ACT Government expect to submit an Expression of Interest (EOI) application to Housing Australia for up to 60 social housing dwellings on the Land as part of the State and Territory stream of the Housing Australia Future Fund Round Three.
- a. Housing Australia requires that a minimum of 10 per cent of the social housing must be rented to Aboriginal and Torres Strait Islander people and dwellings must be operational by 30 June 2029.
 - b. Housing Australia funding could include availability payments, a concessional loan and senior debt.
 - c. Respondents should be aware that in order to access any funding from Housing Australia, they must submit application directly to Housing Australia (as part of the HAFF stage 2 detailed application stage), be approved for funding by Housing Australia and enter into contracts directly with [Housing Australia](#).
 - d. The ACT Government cannot guarantee the outcomes of any Housing Australia processes, nor the availability of funding for the Land. Respondents are encouraged to familiarise themselves with the full documentation for the Housing Australia Future Fund Round Three, available after registering on the Housing Australia website.
- (4) If the ACT Government's response to the EOI referred to in 4(3) above is successful, the Successful Respondent may be able to access funding to support the development and operation of social housing dwellings on the Land.
- (5) Respondents should be aware that neither the ACT Government's success in obtaining funding under the EOI, nor any future application for funding by Respondents should the ACT Government be successful is guaranteed. Regardless of the outcome of any such funding requests (which may not be known at the time the Successful Respondent is notified), the Successful Respondent will be expected and required to complete the Contract for Sale.
- (6) SLA reserves the right to adjust the timeframes and processes outlined in this REOI if necessary to align with funding opportunities from the Commonwealth Government.

5. TIMEFRAMES

- (1) An indicative timetable for the REOI process is set out below, however, the dates specified in the timetable are subject to change at the Territory or SLA's absolute discretion.

Task	Date for completion of task
REOI Release	24 February 2026

Last Day for Asking Questions	14 July 2026
Closing Time and Date	2:00pm AEST on 28 July 2026
Evaluate Responses	11 August 2026
Notify Successful Respondents and Execute Documents	18 August 2026

6. QUESTIONS

- (1) All enquiries are to be forwarded in writing to the Sales Agent who will direct your enquiry to the SLA for a response.
- (2) The Sales Agent is:

Civium (ACT) Pty Ltd

3 Lonsdale Street, Braddon ACT 2612

Andrew Smith (0409 600 471) and Dania Khalil (0406 375 946)

- (3) The information provided in the questions and answers will, at the discretion of the SLA, be provided by Territory agencies or other parties with the required expertise. The SLA makes no warranty or representation as to the accuracy or completeness of the information provided by other agencies or parties.
- (4) All questions must be received by the Sales Agent before 5.00pm AEST on 14 July 2026. Questions received after this time may not be responded to.
- (5) The SLA may clarify or amend the documentation at any time prior to the conclusion of this REOI process.
- (6) The Sales Agent may circulate all questions and answers, addenda or supplementary information by email to persons registered with the Sales Agent without identifying the source of the enquiry.
- (7) The SLA will answer questions submitted in accordance with this section as deemed relevant to this REOI. Answers will not be provided that:
 - a. may disclose confidential information or privileged information;
 - b. may, in the opinion of SLA and the Territory, give an unfair advantage to any Respondent; or
 - c. in the opinion of SLA or the Territory, are not in the best interests of SLA or the Territory to disclose.
- (8) All questions and answers, addenda or supplementary information will be circulated via email to prospective Respondents and made available online.

6A. DISCLOSURE

- (1) The SLA discloses, and the Respondents are to take note of, a series of petitions which are known to the SLA as at the date of this REOI and which have been published in relation to the Land and its use. The petitions can be accessed at the following hyperlinks (**Petitions**):
 - a. <https://epetitions.parliament.act.gov.au/details/pet-017-26>;
 - b. <https://epetitions.parliament.act.gov.au/details/pet-009-26>;
 - c. <https://epetitions.parliament.act.gov.au/details/pet-007-26>;
 - d. <https://epetitions.parliament.act.gov.au/details/e-pet-076-25>; and
 - e. <https://epetitions.parliament.act.gov.au/details/epet-22-028>.
- (2) The SLA makes no warranty or representation as to the accuracy of the Petitions (or any future petition which may come into existence after the date of this REOI) and their inclusion in this REOI is by way of information only and is not to be taken as an exhaustive list of all relevant petitions or an

endorsement of any kind. Respondents should rely on their own investigations and enquiries as to any Petitions or any other publicly available information affecting or in relation to the Land.

PART B – SUBMITTING A RESPONSE

7. ELEMENTS OF A RESPONSE

- (1) Each Respondent is required to use the Response Form, including each of the requirements set out below:
 - a. Respondent Details;
 - b. Financial Feasibility;
 - c. Stakeholder Engagement Plan;
 - d. Integration with Margaret Timpson Park;
 - e. Built Form Construction Experience;
 - f. Financial Response;
 - g. Housing Tenure Outcome;
 - h. Wellbeing Impact on Cohorts;
 - i. Proposed Timeline.
- (2) The Response must also include the warranty in the form set out in the Response Form.

8. COMPLIANT RESPONSES

- (1) Responses should be lodged no later than the Closing Time and Date.
- (2) A Compliant Response is one that:
 - a. is submitted by a CHP (including an ACCO that is also a CHP or a consortium where a CHP is the entity that will purchase the Land);
 - b. includes all parts of the completed Response Form and other required documents, including:
 - i. a financial feasibility letter from an Auditor, as per Section 2 of the Response Form;
 - ii. a stakeholder engagement plan of no more than two A4 pages, as per Section 3 of the Response Form;
 - iii. a summary plan of no more than two A4 pages demonstrating your intended approach to the integration with Margaret Timpson Park, as per Section 4 of the Response Form;
 - iv. examples of no more than three A4 pages to demonstrate built form construction experience, referenced in Section 5 of the Response Form;
 - v. a proposed timeline; and if available, an optional more detailed timeline of no more than two A3 pages, referenced in Section 9 of the Response Form;
 - c. has not been deemed to be non-compliant under section 9 of this REOI; and
 - d. otherwise conforms with the requirements of this REOI.
- (3) The Response Form notes that some attachments are subject to page limits. Additional pages will not be considered.
- (4) Unless referenced in the Response Form, attachments will not be considered, with the exception of letters from financiers or accountants.
- (5) SLA may, at their absolute discretion, in respect of a Response that is non-compliant or deemed non-compliant:
 - a. at any time exclude the Response from consideration or further consideration, including if in the opinion of SLA the Response is:
 - i. incomplete or non-compliant with the requirements of this REOI;
 - ii. subject to any condition or requirement which is contrary to the requirements of this REOI; or
 - iii. subject to a condition or requirement that may require further due diligence or other investigations to be performed after the Response is submitted;
 - b. ignore the non-compliance in the Response and assess the Response further; or

- c. if it is possible to correct the non-compliance without affecting the probity of the REOI process, permit the Respondent to do so; and
- d. seek clarification from the Respondent about any matter considered relevant to the evaluation of the Response.

9. NON-COMPLIANT AND INCOMPLETE RESPONSES

- (1) Incomplete Responses, and Responses lodged other than in accordance with this Part B, will be registered separately and may or may not be admitted to the evaluation process at the sole discretion of SLA without explanation to the non-conforming Respondents.

10. LODGING RESPONSES

- (1) Responses should be lodged no later than the Closing Time and Date.
- (2) **Respondents must lodge their Response by completing the Response Form**, available online at <https://suburbanland.act.gov.au/community-housing-in-canberra/eoi-belconnen-block-45-section-54>. Attachments to the Response should be uploaded in either PDF, Word or Excel formats and comply with the page limits listed on the Response Form.
- (3) Responses **must not be lodged via email, facsimile or in hard copy (paper) format**.
- (4) In the event of technical difficulties in lodging the Response Form, Respondents should email communityhousing@act.gov.au no later than the Closing Time and Date to note the issue and seek guidance from the SLA.
- (5) All requests for technical or operational support regarding lodgement should be directed via email to communityhousing@act.gov.au a minimum of 24 hours prior to the Closing Time and Date.
- (6) Respondents have the right to withdraw their Response at any point during the REOI process. All queries and requests to withdraw from the REOI process should be directed via email to communityhousing@act.gov.au.

PART C – ASSESSMENT OF RESPONSES

11. ASSESSMENT PROCESS

- (1) Responses for the Land will be assessed in conjunction with each other, against the same Assessment Criteria.
- (2) SLA will assess each Compliant Response in the first instance against the Threshold Assessment Criteria. Where SLA determine a Response does not provide satisfactory information (determined by the Territory in its absolute discretion) against one or more Threshold Assessment Criteria, the Response may not be further considered or evaluated.
- (3) If a Response is considered satisfactory for all Threshold Assessment Criteria, SLA will proceed to assess and score against the Weighted Assessment Criteria.
- (4) Responses will be assessed against each individual Weighted Assessment Criteria separately before the weightings are applied. This provides an assessment of the financial and non-financial aspects of each Response.
- (5) Where SLA determine a Response does not provide a satisfactory response (determined by SLA in its absolute discretion) in respect of any Weighted Assessment Criteria, the Response may not be further considered or evaluated, regardless of its scores in respect of any other Weighted Assessment Criteria.
- (6) Where SLA considers that there are aspects of any Response that are unclear or open to more than one interpretation, it may pose written questions to the Respondent to clarify those aspects. Respondents will have up to 5 Business Days (or as otherwise advised) to provide answers to the questions.
- (7) Respondents should note that this process is limited to clarification of ambiguities. Respondents will not be permitted to undertake refinements or seek to improve the substance of their Responses through this process.

- (8) Following resolution of these questions, SLA will rank the Responses. Responses will initially be ranked according to the assessment of Weighted Assessment Criteria, however, SLA reserve the right to alter the ranking of Responses with absolute discretion.
- (9) Following completion of the assessment against the Weighted Assessment Criteria, SLA may undertake a further assessment to evaluate Responses having regard to overall risk, including in relation to their financial standing. The ranking of the Responses may be adjusted following the conduct of that additional assessment, if undertaken.
- (10) The ranking of Responses will be used to determine the Preferred Respondent for the purchase of the Land.
- (11) Should all assessment against the Threshold Assessment Criteria and Weighted Assessment Criteria result in outcomes which are evenly ranked SLA reserves the right to conduct a ballot process to determine the Preferred Respondent for the sale of the Land.

12. THRESHOLD ASSESSMENT CRITERIA

- (1) A Respondent must satisfy the Threshold Assessment Criteria set out in Sections 13 to 15 below. Each Threshold Assessment Criteria is covered by a section of the Response Form.

13. FINANCIAL FEASIBILITY

- (1) SLA must be satisfied that the Respondent has the financial capacity at a portfolio level to acquire, design and construct a project on the Land consistent with the requirements of this REOI.
- (2) To demonstrate this requirement, Respondents must:
 - a. nominate their offered price for the Land in Section 5 of the Response Form;
 - b. provide a letter of no more than five A4 pages with a minimum font size of 11 from an auditor (including the qualifications of the auditor such as Registered Company Auditor (RCA) details) confirming the Respondent can raise the funds for the estimated cost of constructing and operating the development. This letter should note that the auditor has reviewed and considered the Respondent's:
 - i. financial capacity, viability and stability through provision of audited financial statements;
 - ii. ability to finance the cost, demonstrated by commitment letters, letters of support from financiers, support for equity contributions, Government financing and/or support and further information as required to illustrate the proposed financing approach; and
 - iii. funding from any other ACT Government or Commonwealth Government initiatives or community raised funds proposed to be used to support the development; and
 - c. confirm if they are intending to utilise the potential HAFF funding opportunity as outlined in the section 4(3) of this REOI.
- (3) Respondents should refer to Section 2 of the Response Form for further information.

14. INTEGRATION WITH MARGARET TIMPSON PARK

- (1) SLA must be satisfied that the Respondent has considered and understood the requirement to integrate the ground level of the development with the neighbouring Margaret Timpson park.
- (2) To demonstrate this requirement, Respondents must provide no more than two A4 pages statement describing how the integration with the park will be considered, including addressing the recommendations in the Place Design Brief.
- (3) Respondents should refer to Section 3 of the Response Form for further information.

15. BUILT FORM CONSTRUCTION EXPERIENCE

- (1) SLA must be satisfied the Respondent has relevant experience in designing or constructing at least one medium to large multi-unit residential development, whether in the Territory or elsewhere, to provide assurance that the Respondent will be able to undertake the proposed development.

- (2) The experience can be demonstrated through previous use of contractors or by a separate member of a consortium. Respondents must provide details in Section 4 of the Response Form, and optional attachments.

16. WEIGHTED ASSESSMENT CRITERIA

- (1) Subject to meeting the Threshold Assessment Criteria, Responses will be considered against the Weighted Assessment Criteria. The Weighted Assessment Criteria are outlined in further detail below.

Weighted Assessment Criteria	Weighting (%)
1. Financial Response This will be assessed primarily based on information provided in Section 6 of the Response Form.	30
2. Housing Tenure Outcomes	30
3. Stakeholder Engagement Plan	5
4. Aboriginal Community-Controlled Organisation This will be assessed primarily based on information provided in Respondent Details in the Response Form.	10
5. Proposed Timeline This will be assessed primarily based on information provided in Section 9 of the Response Form, and optional attachments.	20
6. Wellbeing Impact on identified groups	5

17. FINANCIAL RESPONSE

- (1) SLA will assess the Respondent's financial proposal based on best value and return to the Territory in terms of offered price for the Land and cost of delivering the proposed development;
- (2) Respondents must clearly define the assumptions, inclusions and exclusions of its Response;
- (3) Respondents should be aware that under section 274 of the Planning Act, a lease of Territory land cannot be granted for an amount that is less than the market value. As such SLA will determine a market value for the Land as part of the REOI process, and:
 - a. where a Respondent submits an offered price for the Land as part of its Financial Response which is less than the market value, it will be given a "0" assessment against the Financial Response criterion and may not be considered further, irrespective of its assessment against the other Weighted Assessment Criteria; and
 - b. where a Respondent submits a Response with an offered price for the Land that is less than market value, SLA has the discretion to select a Respondent that submitted that Response as a Selected Respondent and rely on the BAFO process to permit that Selected Respondent to submit a revised Financial Response which may result in a price equal to or above market value. However, where an offer price under the BAFO process is less than the market value, it will be given a "0" assessment against the Financial Response criterion and will not be considered further, irrespective of its assessment against the other Weighted Assessment Criteria;
- (4) In the event all Respondents' financial proposals are less than the market value, the SLA may at its sole discretion enter into negotiations with one or more Respondents to negotiated changes to the terms of sale including changes to the PDD, Crown Lease or Contract for Sale. The SLA for example, may contemplate changing requirements in respect of affordable or community housing which may

affect the market value of the Crown Lease. However, the SLA will not contemplate granting the Crown Lease for less than market value.

- (5) The Financial Response will be weighted at 30 per cent, and Responses with a higher price will receive a higher score for this Weighted Assessment Criterion.
- (6) Respondents should refer to Section 5 of the Response Form for further information.

18. HOUSING TENURE OUTCOMES RESPONSE

- (1) SLA will consider the proportion of dwellings that will be delivered as social or affordable housing as part of the proposed development.
- (2) Respondents must provide details and assumptions of their proposed development including:
 - a. Total dwelling yield;
 - b. Proposed number of market dwellings;
 - c. Proposed number of affordable dwellings; and
 - d. Proposed number of social housing dwellings.
- (3) The housing tenure outcomes will be weighted at 30 per cent, and Responses with a higher number of planned Affordable and/or Social dwellings will receive a higher score.
- (4) Responses for this section may be considered as part of negotiations with the preferred respondent.
- (5) Respondents should refer to Section 6 of the Response Form for further information.

19. STAKEHOLDER ENGAGEMENT PLAN

- (1) SLA must be satisfied that the Respondent has considered and will undertake appropriate stakeholder engagement that the Respondent considers will be required throughout the development of the Land.
- (2) To demonstrate this requirement, Respondents must provide no more than two A4 pages summary outlining the intended approach to community and stakeholder engagement that includes the stakeholder groups that will be consulted and an indicative timeline of engagement activities.
- (3) The stakeholder engagement plan will be weighted at 5 per cent.
- (4) Responses which demonstrate alignment with criteria 4 of the Place Design Brief will be considered more highly.
- (5) Respondents should be aware that the response provided in respect of this clause 19 of the REOI will, where the Preferred Respondent enters into the PDD with the SLA, become the 'Interim Engagement Plan' as set out in the Specimen Project Delivery Deed.
- (6) Respondents should refer to Section 7 of the Response Form for further information.

20. ABORIGINAL COMMUNITY-CONTROLLED ORGANISATION

- (1) SLA will use information provided in the Respondent details to determine whether the Respondent is an ACCO in accordance with the definition of an ACCO in Part D, or an ACCO-led consortium.
- (2) Where a Respondent claims to be an ACCO-led consortium it must demonstrate in Section 1 and 8 of the Response Form:
 - a. Lasting benefits or value retention for Aboriginal and/or Torres Strait Islander communities and their housing sector;
 - b. The ACCO must have a meaningful role in governance, decision making and dispute resolution of the ACCO-led consortium;
 - c. That, where appropriate, the grant of the Crown Lease will unlock other services or benefits to the Aboriginal and/or Torres Strait Islander communities;
 - d. How the grant of the Crown Lease will build capability in the ACCO; and
 - e. That the ACCO is participating in the ACCO-led consortium with informed and free consent given to the ACCO-led consortium prior to the lodging of the Response.
- (3) This Weighted Assessment Criterion will be weighted at 10 per cent.

21. PROPOSED TIMELINE

- (1) SLA must be satisfied that the proposed development timeframes will occur within a reasonable timeframe, consistent with the Crown lease requirements. Respondents must provide details of the proposed timeline in Section 9 of the Response Form, and optional attachments.

- (2) This Weighted Assessment Criterion will be weighted at 20 per cent. Responses which will be delivered by 31 December 2028 will be favoured most highly, followed by Responses that will be delivered by 31 December 2030. Responses which will not be delivered until after 31 December 2030 will receive the lowest scores.
- (3) Respondents should refer to Section 9 of the Response Form for further information.

22. WELLBEING IMPACT ON IDENTIFIED GROUPS

- (1) SLA will consider the Wellbeing Impact of the Response, with consideration of the impact (both positive and negative) of the Response on groups of people. This includes Aboriginal and Torres Strait Islander people, across genders and age groups, LGBTQIA+ people, and people with disability.
- (2) Respondents must provide details in Section 8 of the Response Form.
- (3) This Weighted Assessment Criterion will be weighted at 5 per cent. Responses which demonstrate a positive impact on wellbeing, particularly across multiple groups, will be considered more highly.
- (4) Respondents are encouraged to review the ACT Wellbeing Framework (<https://www.act.gov.au/wellbeing/wellbeing-framework>) in addressing these criteria.

23. PREFERRED RESPONDENT NEGOTIATIONS

- (1) At the conclusion of the assessment process, the Preferred Respondent will be invited to commence negotiations for the purpose of reaching agreement on the terms of the Contract, PDD, and Crown Lease to fairly and accurately reflect the content and outcomes:
 - a. set out in the relevant Preferred Respondent's Response;
 - b. of the parties' negotiated positions; and
 - c. of this EOI.
- (2) If negotiations with the Preferred Respondent are successful, the Preferred Respondent will be invited to enter into the Contract for Sale and PDD by SLA.
- (3) In the event negotiations with a Preferred Respondent are discontinued, SLA reserves the right to negotiate with the next ranked Respondent, negotiate with another Respondent or cancel/discontinue the EOI process and/or commence a new process for the sale of the Land.

24. ENTER INTO CONTRACT FOR SALE AND PDD WITH SLA

- (1) If the Preferred Respondent is invited by the SLA to enter into the Contract for Sale and PDD, and wishes to do so, they (or their legal representative on behalf of the Preferred Respondent) will be required to sign the Contract for Sale and the PDD and provide the same to the SLA within seven days of the receipt of the invitation from SLA.
- (2) Following receipt of the Contract for Sale and PDD, SLA may sign and date the corresponding documents, and the relationship between the parties will then be governed by the Contract for Sale and PDD.
- (3) No legal relationship arises until the parties have entered into the Contract for Sale and PDD.

25. DEBRIEFING OF RESPONDENTS

- (1) Respondents may ask for a debriefing following the conclusion of this REOI process and should do so in writing via email to communityhousing@act.gov.au. Debriefings will be limited to matters relevant to the Respondent's Response and the Assessment Criteria contained in this REOI.

PART D – DEFINITIONS

- (1) Unless otherwise stated in this Request, the following meanings apply to terms in this REOI.

Aboriginal Community-Controlled Organisation (ACCO)	an ACCO that meets the Clause 44 definition found in the Closing the Gap agreement and demonstrates they operate/provide service delivery in the ACT or Canberra Region (for example: through existing ACT service delivery or ACT based governance arrangements).
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Assessment Criteria	the Threshold Assessment Criteria and the Weighted Assessment Criteria.
Background Documents	the documents referred to in the Background Document Schedule at Annexure D of the Specimen Contract for Sale.
Canberra Region	the area comprising the Australian Capital Territory and the Bombala, Boorowa, Cooma-Monaro, Eurobodalla, Goulburn-Mulwaree, Harden, Palerang, Queanbeyan, Snowy River, Upper Lachlan, Yass Valley and Young shires.
Clause 44	is clause 44 in Closing the Gap.
Closing the Gap	the National Agreement on Closing the Gap, which is a commitment from all Australian governments and Aboriginal and Torres Strait Islander representatives to a fundamentally new way of developing and implementing policies and programs that impact on the lives of Aboriginal and Torres Strait Islander people. This agreement can be found at https://www.closingthegap.gov.au/national-agreement/national-agreement-closing-the-gap .
Closing Time and Date	the closing time on the closing date (as specified on the cover page and section 5 of this REOI) or such extended time and date approved by SLA at their discretion.
Community Housing Provider (CHP)	an entity registered under the National Regulatory System for Community Housing and as defined in the Community Housing Provider National Law.
Community Housing Provider National Law	the appendix to the <i>Community Housing Providers (Adoption of the National Law) Act 2012</i> (NSW).
Completion	has the meaning given to it in the Specimen Contract for Sale.
Compliant Response	a Response submitted by a Respondent in accordance with the terms set out in this REOI.
Confidential Information	includes information that: (1) other than by a statement that the entire contents of any meeting or presentation or an entire Response is “commercial-in-confidence”, is: (a) stated in a meeting, presentation or Response as being confidential because it is information about the business affairs of the Respondent or is information of a commercial value to the Respondent; or (b) is notified by a Respondent to the Territory or the SLA as being confidential; (2) is or relates to any other documents which are by their nature confidential to the Territory or the SLA, or is notified to a Respondent by the Territory or the SLA as being confidential; or (3) is personal information as defined in the <i>Information Privacy Act 2014</i>, but does not include information that: (1) must be disclosed by the Territory or the SLA, or a Respondent (each acting reasonably) to their respective officers, agents, advisers or consultants in order for them to consider a Response; (2) is generally known by the Respondent or is public knowledge other than by

	disclosure by a Respondent or the Territory or the SLA without the relevant consent; (3) is required by law or under a lawful direction or authority to be disclosed; (4) has been notified by a Respondent or the Territory or the SLA as not being confidential, or is information permitted to be disclosed for a particular or general purpose; (5) is disclosed by the Territory or the SLA to the responsible minister in reporting to the Legislative Assembly or its committees; (6) is disclosed by the Territory or the SLA to the ombudsman or for a purpose in relation to the protection of the public revenue; (7) is disclosed by the Territory or the SLA to the ACT Auditor General; or (8) is disclosed by the Territory or the SLA to the integrity commissioner.
Contact Person	is the email address set out in section 8(2) of this REOI.
Contract for Sale or Contract	the contract for sale between SLA and the Successful Respondent in respect of a Land (in or substantially in the terms of the Specimen Contract for Sale).
Crown Lease or Lease	has the same meaning as set out in section 257 of the Planning Act.
Deposit	has the same meaning as set out in the Contract for Sale.
Eligible Respondent	an entity that is a Community Housing Provider registered under the National Regulatory System for Community Housing (NRSCH) that can purchase the Land. This includes ACCOs that are also CHPs and ACCO-led consortia which include a CHP as the entity that will purchase the Land.
Financial Response	the Respondent's response to Section 6 of the Response Form
Land	means Block 45 Section 54 Belconnen.
National Regulatory System for Community Housing (NRSCH)	represents the national system for regulation of CHPs across all states and territories (except Victoria and Western Australia) which governs and manages the community housing sector in order to meet the housing needs of tenants and provide assurance for government and investors.
Planning Act	the <i>Planning Act 2023</i> (ACT).
Preferred Respondent	the Respondent invited to enter into a Contract for Sale and PDD with SLA in respect of the Land.
Prescribed Conditions for Associated Works	has the same meaning as set out in the Contract for Sale.
Project Delivery Deed or PDD	a deed between the purchaser under a Contract of Sale and the SLA, substantially in the form of the Specimen Project Delivery Deed.
Regulations	the <i>Planning (General) Regulations 2023</i> (ACT).

Request for Expressions of Interest or REOI	this request for expressions of interest for land for community housing, including all attachments, response forms, annexures, schedules and appendixes.
Respondent	an entity that has lodged a Response responding to this REOI.
Response	a Response submitted in response to this REOI.
Response Form	the Response Form annexed to this REOI at Attachment D.
Sales Agent	means the entity set out in section 6(2) of the REOI.
Specimen Contract for Sale	the specimen contract for sale included in Attachment A to this REOI.
Specimen Crown Lease	the specimen Crown lease at Attachment C to this REOI.
Specimen Project Delivery Deed	the specimen project delivery deed at Attachment B to this REOI.
Suburban Land Agency or SLA	the agency established by section 37 of the <i>City Renewal Authority and Suburban Land Agency Act 2017</i> (ACT).
Successful Respondent	the Respondent who has entered into a Contract for Sale and PDD with SLA in respect of the Land.
Territory	when used in a geographical sense the Australian Capital Territory; and when used in any other sense the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
Territory Plan	the <i>Territory Plan 2023</i> as amended and varied from time to time.
Threshold Assessment Criteria	the criteria set out in section 12 of this REOI.
Weighted Assessment Criteria	the criteria set out in section 16 of this REOI.

PART E – TERMS AND CONDITIONS

26. RESPONSE FORM

- (1) In completing the Response Form, Respondents must ensure that the following requirements are met.
- (2) If a Respondent is a company, it must execute the documents:
 - a. in accordance with section 127 of the *Corporations Act 2001* (Cth); or
 - b. by attorney of the company pursuant to a power of attorney registrable in the ACT.
- (3) The Response Form and all attachments and supporting material are written in English.
- (4) Measurements are expressed in Australian legal units of measure (metric where applicable) and prices in Australian Dollars.

27. ADDENDA

- (1) SLA may issue addenda to this REOI for the purposes of clarifying or amending it. Addenda become part of the REOI and Respondents must, on submitting a Response, acknowledge receipt of each addendum and respond to this REOI as amended by all addenda.

28. CLOSING TIME AND DATE

- (1) The Closing Time and Date are listed on the cover page and in section 5.
- (2) SLA may, at any time before the Closing Time and Date, change the relevant Closing Time and Date to a later time or date. If SLA changes the Closing Time and Date, reasonable endeavours will be used to notify that change to prospective Respondents.
- (3) A Response lodged after the Closing Time and Date may be reviewed by SLA but will be excluded from evaluation and will be returned to the Respondent unless, in the opinion of SLA, there are extenuating circumstances justifying the acceptance of the Response for evaluation.
- (4) A Response lodged but otherwise not in compliance with this REOI may be excluded from or admitted to evaluation by SLA at their sole discretion.

29. SLA'S RIGHTS

- (1) SLA may at any time:
 - a. cancel, add to or amend the information, requirements, terms, procedures or processes set out in this REOI, including after the End Date and Time;
 - b. provide additional information to prospective Respondents including by way of addenda;
 - c. suspend or terminate the REOI process;
 - d. admit or exclude any Response or Respondent from the REOI;
 - e. accept or reject or shortlist any Response, regardless of its compliance or non-compliance with this REOI;
 - f. request and rely on any clarification or additional information from any Respondent;
 - g. enter into negotiations with any one or more Respondents;
 - h. discontinue negotiations with any Respondent;
 - i. elect not to proceed to select a Preferred Respondent; and
 - j. in respect of the documents lodged by a Respondent, complete and deal with documents
- (2) Any time or date in this REOI is for the sole convenience of SLA. The establishment of a time or date in this REOI does not create an obligation on the part of the SLA, to take any action or extend any right to any Respondent to expect that any action be taken on the date established. SLA may notify

Respondents if the SLA exercise any of the rights listed in this REOI but will not be obliged to provide any reasons for their actions.

- (3) If this REOI provides that the SLA “may” do a thing, they may do so in their absolute discretion, at any time and without having to notify any Respondent(s) or provide any reason(s).

30. EXCLUSIONS OF LIABILITY

- (1) Participation in any stage of this REOI process or in relation to any matter concerning the REOI process will be at each Respondent’s sole risk, cost and expense. SLA will not be liable in any circumstances whatsoever for:
- a. any cost, expense, loss, claim or damage arising out of, or in connection with, any Respondent’s participation in this REOI process including the preparation and submission of a Response, participation in a presentation or interview, arranging and conducting a site visit or the preparation and negotiation of a Contract for Sale or PDD;
 - b. any cost, expense, loss, claim or damage arising or resulting from the exercise of any of the Territory’s and SLA’s rights referred to in this REOI; or
 - c. any failure by the Territory or SLA to inform Respondents of the exercise of any of the Territory’s or SLA’s rights or discretions under the REOI.
- (2) SLA will not be liable to any Respondent on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi contractual or restitutionary grounds or any rights with similar legal or equitable basis whatsoever or in negligence as a consequence of any matter or thing relating or incidental to a Respondent’s participation in the REOI process, including, without limitation, instances where the Territory or SLA:
- a. varies or terminates this REOI process or any negotiations with a Respondent;
 - b. decides not to proceed with or to change any aspect of the REOI;
 - c. exercises or fails to exercise any of its rights under or in relation to this REOI; or
 - d. makes information available or provides information to a Respondent relating to its assets, procedures, plans, Response, existing arrangements for the project or any other future arrangements.

31. DISCLAIMER

- (1) This REOI is not an offer by the SLA to enter into a Contract for Sale or PDD, nor does it constitute any recommendation in relation to any matter, and it does not include any investment, accounting, financial, legal or tax advice.
- (2) This REOI has been prepared solely for prospective Respondents to use in deciding whether to respond to this REOI or to undertake further investigation of the opportunity described in it. Neither the information in this REOI nor any other information provided to Respondents by the Territory or the SLA, either of their officers, employees, agents or advisors contains or purports to contain all the information that Respondents would desire or require to assess the opportunity for participation in the REOI process and the projects contemplated by the REOI. Respondents must:
- a. decide whether to submit a Response based on their own due diligence, inquiries, advice and knowledge and SLA and their officers, employees, agents, consultants and advisors are not under any duty at any time to disclose any fact, matter or circumstance concerning the Territory, the SLA, the REOI process, the projects contemplated by the REOI or anything else; and
 - b. independently satisfy themselves as to the accuracy of this REOI and all information provided to them and must conduct their own inquiries, investigations, analysis and appraisal of this

REOI and must seek appropriate professional advice about this REOI and all information provided to them with respect to:

- i. the projects contemplated by the REOI; and
- ii. all assumptions, uncertainties and contingencies, which may affect the projects contemplated by the REOI.

(3) Neither the release of this REOI, nor the submission of any Response, will create or evidence any contractual or other enforceable obligations or any other binding undertaking of any kind by the Territory or SLA (including one that could give rise to any promissory estoppel, quantum meruit or on any other contractual, quasi contractual or restitutionary grounds or any rights with a similar legal or equitable basis) in relation to:

- a. the conduct of this REOI process;
- b. whether, to whom and on what terms any offer to procure Crown leases will be made; or
- c. whether or not the SLA in fact enter into a Contract for Sale or PDD with a Respondent.

(4) SLA:

- a. are, and will not be, responsible or liable for the accuracy, currency, reliability or completeness of any information provided to Respondents in this REOI;
- b. make no express or implied representation or warranty that any estimate or forecast will be achieved or that any statement as to future matters will prove correct;
- c. expressly disclaim any and all liability arising from all information provided to any person including errors or omissions contained in the information;
- d. expressly disclaim any and all liability arising from any predication or statement as to any future development, use of land or any other event whatsoever discussed or described in this document;
- e. except so far as liability under any statute cannot be excluded, accept no responsibility arising in any way from errors in or omissions from this REOI or any information provided to Respondents in negligence;
- f. do not represent that they apply any expertise which can be relied upon by Respondents or any other interested party;
- g. have no responsibility to inform Respondents of any matter arising or of which they become aware which may affect or qualify any information provided to Respondents in any way;
- h. accept no liability for any loss or damage suffered by any person as a result of that person, or any other person, placing any reliance on the contents of this REOI; and
- i. assume no duty of disclosure or fiduciary duty to any interested party.

32. OWNERSHIP OF REQUEST AND RESPONSES

- (1) In this REOI the expression "Intellectual Property Rights" means present and future copyright, registered and unregistered trademarks, industrial designs and registered or registrable patents, semiconductor and circuit layout rights, trade, business and company names, trade secrets, or any other proprietary rights and any rights to registration of those rights in Australia or elsewhere.
- (2) All documents in this REOI are the property of SLA. All Intellectual Property Rights contained in this REOI are retained by SLA and/or any third party who has given SLA permission to incorporate them in this REOI. No part of this REOI may be reproduced, stored in a retrieval system or transmitted in any form, by any method, including electronic, for any purpose, except as expressly permitted under applicable legislation or by permission of SLA. However, a Respondent may reproduce any information

provided by SLA to them in electronic format as part of this REOI for the sole and exclusive purpose of preparing their Response.

- (3) SLA may, at any stage during the REOI process, require Respondents to:
 - a. return to SLA; or
 - b. destroy and provide SLA with certification of the destruction of;
 - i. any information supplied by SLA to Respondents, in any material form, in connection with the REOI.
- (4) Upon lodgement, all Responses will become the property of SLA. SLA may make further copies of, and use, any Response for the purpose of conducting the REOI process and evaluating Responses. However, any Intellectual Property Rights in the information contained in the Responses will not pass to the Territory or SLA simply by virtue of the lodgement of that Response.

33. DISCLOSURE OF CONFIDENTIAL INFORMATION

- (1) Any requests for information contained in Responses to be treated as Confidential Information will be considered by SLA in their absolute discretion.
- (2) Notwithstanding any other provision in this REOI, a Successful Respondent's details including their name, may be made publicly available by SLA after a Contract for Sale and PDD are entered into.
- (3) If the SLA provide Respondents with information expressly stated as Confidential Information, the Respondents must not disclose that information to any person other than to their employees or advisers directly involved in the preparation of their Response. Respondents must comply with this obligation both during and after the REOI process, for so long as such information is considered by SLA to be Confidential Information.

34. APPLICABLE LAW

- (1) The law applying in the Australian Capital Territory applies to this REOI process.

35. SECURITY, PROBITY AND FINANCIAL CHECKS

- (1) SLA may perform security or financial (including credit) checks in relation to Respondents, their directors, partners, associates, or related entities and their officers or employees. This may also include contact with financial advisers and auditors to clarify information or seek additional information. These checks may require individuals to sign forms verifying information relating to an individual and/or authorising the provision of confidential or personal information. Respondents must provide, at their cost, all reasonable assistance to SLA in this regard.

36. CONFLICTS OF INTEREST

- (1) A conflict of interest may exist, for example, if the Respondent or any of its personnel has a relationship (whether professional, commercial or personal) with another party who is able to influence the matter (such as Territory or SLA personnel or advisers). If a Respondent identifies that a conflict of interest exists or might arise in its participation in the REOI process, the Respondent must notify the Contact Person of the relevant circumstances as soon as practicable after becoming aware of the conflict or potential conflict, identify that actual or potential conflict of interest in writing in its Response, and complete the warranty in the Response Form in relation to conflict of interest. If the conflict or potential conflict arises after the lodgement of the Response, the relevant Respondent must notify the Contact Person as soon as possible.

37. FALSE AND MISLEADING CLAIMS

- (1) Respondents are advised that giving false or misleading information is an offence. SLA may reject any Response which is found to have made a false or misleading claim or statement.

38. COLLUSIVE BIDDING

- (1) Respondents and their respective officers, employees, agents and advisers must not engage in any collusive bidding (other than bidding by consortia to the extent permitted by this REOI), anti-competitive conduct or any other similar unlawful conduct with any other Respondent or any other person in relation to the preparation or lodgement of their Response.
- (2) In addition to any other remedies available, SLA may in their absolute discretion reject any Response lodged by a Respondent that SLA suspect is engaging or has engaged in any collusive bidding, anti-competitive conduct or any similar conduct with any other Respondent or any other person in relation to the preparation or lodgement of its Response. SLA may also involve the Australian Competition and Consumer Commission to provide assistance to the SLA in relation to any competition issues concerning a Respondent or related to a Response.

39. UNLAWFUL INDUCEMENTS

- (1) Respondents and their officers, employees, agents or advisers must not have violated and must not violate any applicable laws or Territory or SLA policies regarding the offering of inducements in connection with the preparation of their Response.

40. IMPROPER ASSISTANCE

- (1) Respondents must not communicate with nor solicit information concerning or relating to the REOI process from employees of the Territory or of SLA. Respondents may only communicate with the Contact Person in the first instance.

PART F – AML/CTF OBLIGATIONS AND REQUIREMENTS

41. DEFINITIONS

- (1) The following definitions apply in this Part F and to other Parts of this REOI as applicable:

AML/CTF Laws	means: (a) the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006</i> (Cth) and such regulations and rules as may be enacted for the purposes of that Act from time to time; (b) the <i>Anti-Money Laundering and Counter-Terrorism Financing Rules 2025</i> (Cth); and such regulations and other rules as may be enacted for the purposes of the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006</i> (Cth) from time to time.
AUSTRAC	means the Australian Transaction Reports and Analysis Centre.
CDD Information	has the meaning given in clause 42(3).
PEP	means a politically exposed person, including: (a) a domestic PEP, who is an individual that holds particular offices or positions,¹ and includes also certain offices of the

¹ Specifically: member of the legislature of the Commonwealth or a state or territory; member of the governing body of a political party represented in the legislature of the Commonwealth or a state or territory; Governor-General; Governor of a state; Administrator of a territory; Justice of the High Court; Judge of the Federal Court of Australia; Judge of the Supreme Court of a state or territory; accountable authority, or member of the accountable authority, of a Commonwealth entity within the meaning of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act); member of the governing body of a wholly-owned Commonwealth company within the meaning of the PGPA Act; Head (however described) of a department of state or territory, or an agency or authority of a state or territory that has a

	Commonwealth in a foreign country, or to a public international organisation, to which appointments are made by the Governor-General;² (b) a foreign PEP, who is an individual who holds a prominent office or position or public function in or for the legislature, executive or judiciary of a foreign country;³ and (c) an international organisation PEP, who is an individual entrusted with a prominent public function, position or office of a public international organisation. This includes a head, deputy head or board member in a public international organisation. For example, a head, deputy head or board member of a United Nations body. A PEP is also a family member of an individual listed above, or an individual who is known (based on information that's public or readily available) to have any of the following: (d) joint beneficial ownership of a body corporate or legal arrangement with an individual listed in the above positions; or (e) sole beneficial ownership of a body corporate or legal arrangement on behalf or for the benefit of an individual listed in the above positions any other close business relations with an individual listed in the above positions.
Proscribed Person	means any person or entity who is: (a) proscribed under the <i>Charter of the United Nations Act 1945</i> (Cth) or the <i>Autonomous Sanctions Act 2011</i> (Cth); (b) is in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism; (c) appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; (d) declared or otherwise designated under any law relating to organised crime or gang activity; (e) acts on behalf, or for the benefit of, a person or entity listed above; or closely connected to a person listed above (unless we have expressly agreed that you are not a Proscribed Person despite your connection with a person listed

prominent public function; Head (however described) of a local government council in a state or territory; the chair of the board, chief executive officer or chief financial officer of a company or other incorporated body that's wholly-owned or majority-owned by a state or territory; Chief of the Defence Force, Vice Chief of the Defence Force, Chief of Navy, Chief of Army or Chief of Air Force; officer of the Navy of the rank of Vice Admiral or a higher rank; officer of the Army of the rank of Lieutenant General or a higher rank; officer of the Air Force of the rank of Air Marshal or a higher rank.

² Specifically: Ambassador; High Commissioner; Consul-General; Australian representative; Special representative; Representative; Permanent representative; Chargé d'affaires.

³ Specifically: head of state or head of government; member of the executive council of government; member of a legislature; minister, deputy minister or equivalent office or position; judge of a supreme court, constitutional court or other court of general jurisdiction or last resort; ambassador, high commissioner or charge d'affaires; high ranking military officer; head or board member of a government body; head or board member of a state-owned company or a state-owned bank; member of a governing body of a political party represented in a legislature.

	above).
Related Bodies Corporate	has the same meaning given in section 50 of the <i>Corporations Act 2001</i> (Cth).
SLA's Solicitor	means the Australian Capital Territory Government Solicitor.

42. AML/CTF AND CUSTOMER DUE DILIGENCE

- (1) The Respondent acknowledges and agrees that the SLA, and any Sales Agent appointed by the SLA under clause 44, are required to comply with the AML/CTF Laws.
- (2) If a Sales Agent is appointed under clause 44, the SLA may be appointed as agent of the Sales Agent for the purposes of conducting customer due diligence in accordance with AML/CTF Laws.
- (3) Upon being notified that it is the Preferred Respondent, and at such other times requested by the SLA, the Preferred Respondent must promptly provide to (as the case may be):
 - a. the SLA;
 - b. the SLA's Solicitor; or
 - c. any appointed Sales Agent or any agent of the Sales Agent appointed,

(**CDD Collector**) all information and documentation reasonably required by the CDD Collector to enable the SLA and any Sales Agent to comply with any applicable obligations under the AML/CTF Laws and the SLA's related compliance procedures (**CDD Information**), including but not limited to:

- d. information to establish and verify the identity of the Preferred Respondent and, where applicable, any beneficial owners, controllers, directors, shareholders or other relevant persons associated with the Preferred Respondent;
 - e. information about whether the Preferred Respondent or any person the SLA considers is associated with the Preferred Respondent, is a Proscribed Person or a PEP;
 - f. evidence of the source of wealth of the Preferred Respondent and the source of funds used to purchase the Property; and
 - g. any other information or documentation reasonably requested by the CDD Collector for the purposes of customer identification, verification or ongoing customer due diligence.
- (4) An indicative list of the information that may be required from the Preferred Respondent under clause 42(3) is provided in Attachment E.
- (5) The Preferred Respondent warrants that all information and documentation provided to a CDD Collector pursuant to this clause 42 is true, correct and complete in all material respects and is not misleading.
- (6) The Preferred Respondent acknowledges and agrees that:
 - a. a CDD Collector may disclose CDD Information to a government agency (including AUSTRAC) if required to comply with their obligations under any laws, including the AML/CTF Laws;
 - b. the SLA may determine that it will not consider the Response any further if the Preferred Respondent fails to provide the information or documentation requested pursuant to this clause 42 within five (5) Business Days of a request from a CDD Collector; and
 - c. the SLA may set aside or exclude the Response if:
 - i. the Preferred Respondent or anyone the Suburban Land Agency considers associated with the Preferred Respondent is a Proscribed Person;

- ii. any CDD Information provided to a CDD Collector is not adequate, is inconsistent, is not provided to them in a timely manner or if circumstances otherwise arise that prevent the SLA or the Sales Agent from meeting their obligations under AML/CTF Laws;
 - iii. the SLA is not satisfied with the Preferred Respondent's compliance with all applicable laws, regulations or obligations, including the AML/CTF Laws, sanctions laws, arms proliferation laws and laws relating to fraud or other criminal activity; and
 - iv. the Preferred Respondent causes a CDD Collector to breach any applicable laws, regulations or obligations, or exposes them to a level of risk relating to money laundering, terrorism financing or arms proliferation that is inconsistent with their policies and procedures for the management of such risks.
- (7) To the maximum extent permitted by law, the SLA, and any Sales Agent appointed under clause 44, will not be liable to the Respondent in any circumstances whatsoever for any cost, expense, loss, claim or damage arising out of, or in connection with, any matter or thing arising out of or in connection with this clause 42.

43. RESERVATION OF RIGHTS – AML/CTF COMPLIANCE AND CDD INFORMATION

- (1) Without limiting any other part of this REOI, the SLA may, in its absolute discretion:
- a. perform financial, criminal records, reference, character checks, and checks for the purposes of complying with AML/CTF Laws, in relation to any Respondent, its partners, associates, or Related Bodies Corporate, subcontractors, officers, and staff (the Respondent may be request to provide reasonable assistance in this regard);
 - b. make any enquiries of any person, company, organisation, or matter related to any Respondent including (but not limited to) confirmation of any information provided by the Respondent in a Response including in respect of the CDD Information;
 - c. seek advice of external consultants to assist in the assessment or review of compliance with the AML/CTF Laws; and
 - d. at its absolute discretion, elect not to consider a Response submitted by a Respondent that does not provide any CDD Information requested by or under this REOI.

44. APPOINTMENT OF A SALES AGENT

- (1) Potential Respondents are advised that the SLA may elect to appoint a Sales Agent for the purposes of brokering the sale of the Crown Lease.
- (2) If a Sales Agent is appointed by the SLA:
- a. potential Respondents may be notified of the identity of the Sales Agent; and
 - b. the Sales Agent will be the only authorised contact person for all matters relating to this REOI from the date of the notice. Any unauthorised contact with any other SLA employees, contractors, agents or consultants from Respondents in connection with this REOI may result in exclusion of the Respondent or a Response from this REOI.

45. NEGOTIATION AND EXCHANGE OF FIRST GRANT CONTRACT

- (1) If a Sales Agent is appointed by the SLA it will be appointed to broker the sale of the Crown Lease including but not limited to:
- a. Conducting negotiations with one or more Respondents;
 - b. Managing AML/CTF Laws compliance matters;
 - c. Managing entry into the First Grant Contract; and/or

- d. Conduct a 'best and final offer process' (**BAFO Process**), in which case the Sales Agent may:
 - i. advise all or some of the Respondents of the terms and conditions of a 'best and final offer' process;
 - ii. request that the Respondent provide their 'best and final offer';
 - iii. evaluate whether a 'best and final offer' represents an acceptable commercial offer for the Land, taking into account the Reserve Price, the Respondent's price, terms of payment, and risk; and
 - iv. invite a Respondent to enter into negotiations to reach agreement and enter into the First Grant Contract on the basis of its 'best and final offer'.

ATTACHMENT A SPECIMEN CONTRACT FOR SALE

ATTACHMENT B SPECIMEN PROJECT DELIVERY DEED

ATTACHMENT C SPECIMEN CROWN LEASE

ATTACHMENT D RESPONSE FORM

ATTACHMENT E INDICATIVE CDD INFORMATION

This Attachment E contains an indicative list of CDD Information that a Preferred Respondent may be required to provide to a CDD Collector pursuant to clause 42 of Part F of this REOI.

1. INFORMATION TO BE PROVIDED BY ALL RESPONDENTS

Politically Exposed Persons (PEP)	
Is any individual (including any beneficial owner) connected with the response to this Response Form, or the Respondent, a Politically Exposed Person for the purposes of the AML/CTF Laws?	[INSERT DETAILS]

2. INFORMATION TO BE PROVIDED DEPENDING ON ENTITY TYPE

(1) Respondent is a body corporate, partnership, unincorporated association	
1	Full name
2	Any business name (where different to the full name)
3	Any other names by which the Respondent is known
4	A unique identifier (if any has been given e.g. ACN, ABN etc.)
5	Address of the principal place of business or operations
6	Address of any registered office
7	Evidence of the existence of the body corporate, partnership, unincorporated association
8	Information about the powers that bind and govern the body corporate, partnership, unincorporated association
9	The full name, and if applicable director identification number, of the individual, or each member of the group of individuals, with primary responsibility for the governance and executive decisions of the Respondent (e.g. for a company, the names of the directors, for a partnership, the names of the partners).
10	Information about: - the general commercial activity or sector in which the entity operates (e.g. real estate developer, law firm, food services, real estate agency etc.); - kinds of products and services offered by the business; and - if not engaged in commercial activity, the purpose of the corporate body, partnership, unincorporated association (e.g. being set up for managing personal assets, or a social or charitable purpose such as a tennis club or wildlife rescue association)
11	Identity of any beneficial owner of the body corporate, partnership, unincorporated association, meaning an individual who: (a) ultimately owns (either directly or indirectly) 25% or more of the body corporate, partnership, unincorporated association; or

	(b) controls (either directly or indirectly) the body corporate, partnership, unincorporated association. See information required for Individuals in table 2(3) of this Attachment E.
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(2) Respondent is a trust (i.e. trust or equivalent foreign legal arrangement)	
1	Full name
2	Kind of trust or equivalent (e.g. discretionary trust, fixed trust, unit trust)
3	Any business names
4	Any other names by which the Respondent is known
5	A unique identifier (if any has been given e.g. ACN, ABN etc.)
6	Address of the principal place of business or operations
7	Evidence of the trust's existence (e.g. provision of the trust deed and any variation deeds or equivalent instrument such as a will or letter of administration)
8	Information about powers that bind and govern the trust (refers to the trust deed or other legal authority that defines the governance and running of the trust; examples of defined roles include trustees, appointors, settlors, protectors, guardians, office holders and beneficiaries.
9	The full name of the individual(s) with primary responsibility for governance and executive decisions
10	Information about: - the general commercial activity or sector in which the trust operates (e.g. real estate development, wealth management, legal services, remitting money, superannuation administration or self-managed super fund); - if not engaged in commercial activity, the purpose of the trust – including being set up for managing personal assets, or a social or charitable purpose such as a tennis club or wildlife rescue association; - the reasons the trust is seeking to purchase the land; - the identity of each beneficiary of the trust or equivalent; or - if the nature of the trust or equivalent means it is not possible to identify each beneficiary, a description of each class of beneficiary.
11	Information about the identity of the trustees of the trust – see information required for Individuals in table 2(3) of this Attachment E.
12	Identity of any beneficial owner of the trust, meaning an individual who: (a) ultimately owns (either directly or indirectly) 25% or more of the trust; or (b) controls (either directly or indirectly) the trust. See information required for Individual Respondents in table 2(3) of this Attachment E.

(3) Where information is required about an individual (beneficial owner or trustee)	
1	Full name
2	Other names(s) if any by which the individual is known
3	Date of Birth
4	Residential Address
5	A unique identifier (if any e.g. passport, driver's licence or foreign national identity number)
6	Occupation

Attachment B – Specimen First Grant Contract

**SUBURBAN LAND AGENCY
COMMERCIAL CONTRACT FOR SALE
SCHEDULE**

DATE OF THIS CONTRACT		2026	
LEASE DETAILS			
LAND	Block	Section	Division/District
	45	54	Belconnen
OCCUPANCY		Vacant Possession	
SELLER DETAILS			
SELLER	Full name	Suburban Land Agency	
	ABN	27105505367	
	Address	480 Northbourne Avenue, Dickson ACT 2602	
SELLER'S SOLICITOR	Firm	ACT Government Solicitor (Attention: Brendan Ding)	
	Ref	Matter Number: 646926	
	Phone	(02) 6205 3717	
	Fax	(02) 6207 0650	
	Address	GPO Box 1573 Canberra ACT 2601	
BUYER DETAILS			
BUYER	Full name ACN/ABN Address		
CO-OWNERSHIP	Mark one	☐ Tenants in common (Show shares)	☐ Joint Tenants
BUYER'S SOLICITOR	Firm		
	Ref		
	Phone		
	Fax		
	Address		
	Email Address		
RESIDENTIAL WITHHOLDING TAX	New residential premises? ☐ Yes ☒ No Subdivision of potential residential land? ☒ Yes ☐ No Buyer required to make a withholding payment? ☒ Yes ☐ No (insert details on p.2)		
FOREIGN RESIDENT WITHHOLDING TAX	Clearance Certificate attached? ☒ Yes ☐ No		
GST TREATMENT			
MARGIN SCHEME	Indicate whether the margin scheme applies to this contract	☐ Yes	☐ No
PAYMENT DETAILS			
PRICE	Price	\$ (GST exclusive)	
	Less Deposit	\$ (10% of Price)	
	Balance	\$	
		Deposit by Instalments ☒ Yes ☐ No	
EARLIEST DATE OF EXPIRY OF DEPOSIT BOND OR BANK GUARANTEE	Expiration of bond or bank guarantee must not be earlier than this date	60 Working Days following the Date for Completion	
DATE FOR COMPLETION		In accordance with clause 38	
ESTIMATED DATE RANGE FOR WORKS	See Special Conditions	Not applicable	
ANNEXURES			
STANDARD ANNEXURES	Documents attached to this Contract	Annexure B – Specimen Lease Annexure C – Project Delivery Deed Annexure D – Background Document Schedule Annexure E – Deposited Plan Annexure F – Prescribed Conditions for Associated Works Annexure G – Deed of Unconditional Undertaking Annexure H – Clearance Certificate (Annexures D, E, H do not form part of this Contract)	
SPECIAL CONDITIONS	Indicate whether any special conditions apply	☒ Yes (if applicable) See Annexure A – Special Conditions	☐ No (if applicable)
READ THIS BEFORE SIGNING Before signing this contract you should ensure that you understand your rights and obligations. You should get advice from your solicitor.			

Authorised Delegate of the Suburban Land Agency signature:		Buyer signature:	
Delegate name:		Buyer name:	
Witness signature:		Buyer signature:	
Witness name:		Buyer name:	
		Witness signature:	
		Witness name:	
		Signed by the Buyer pursuant to section 127 of the <i>Corporations Act 2001</i> (Cth):	
		Director signature:	
		Director name:	
		Director/ Secretary signature:	
		Director/ Secretary name:	

RW Amount

(Residential Withholding Payment) — Further Details

The supplier will frequently be the Seller. However, sometimes further information will be required as to which entity is liable for GST (eg if the Buyer is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

Supplier	Name	Suburban Land Agency		
	ABN	27105505367	Phone	(02) 6205 0600
	Business address	480 Northbourne Avenue, Dickson ACT 2602		
	Email	suburbanlandaccounts@act.gov.au		
Residential Withholding Tax	Supplier's portion of the RW Amount:			\$0
	RW Percentage:			7 or 10%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			\$
	Is any of the consideration not expressed as an amount in money?			☒ Yes ☐ No
	If 'Yes', the GST inclusive market value of the non-monetary consideration:			\$TBC
	Other details (including those required by regulation or the ATO forms):			

1 GRANT OF THE LEASE

- 1.1 The Seller, as delegate of the Territory Planning Authority and on behalf of the Commonwealth of Australia will grant, or will procure the grant of, the Lease to the Buyer on Completion.
- 1.2 The Lease will be granted substantially upon the terms and conditions of the Specimen Lease.

2 TERMS OF PAYMENT

- 2.1 On the Date of this Contract, the Buyer must pay the Deposit to the Seller.
- 2.2 The Deposit may be paid by cheque or by Deposit Bond or Bank Guarantee in accordance with clause 3. If the Deposit is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.3 Subject to clause 2.8, the Deposit is released to the Seller and must be applied to the Price on the Date for Completion.
- 2.4 If the Buyer is in default under clause 2.2, then immediately and without the notice otherwise necessary under clause 19, clause 20 applies.
- 2.5 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque.
- 2.6 Any money payable to the Seller by the Buyer must be paid to the Seller or as the Seller's Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.7 Completion must take place on the Date for Completion or as otherwise determined by this Contract, and if not specified or determined, within a reasonable time.
- 2.8 If the Contract is:
- (a) rescinded; or
 - (b) terminated due to the default of the Seller,
- and the Buyer is entitled to a refund of the Deposit, then the Seller must refund the Deposit within 15 Working Days.
- 2.9 The Seller is not liable to pay interest on any refunded Deposit provided that the Deposit is refunded to the Buyer in accordance with clause 2.8.
- 2.10 The payment of the Deposit by the Buyer to the Seller does not create a charge over the Land.

3 DEPOSIT BOND AND BANK GUARANTEE

- 3.1 The Deposit may be paid by a Deposit Bond or Bank Guarantee provided that at least 3 Working Days prior to the Date of this Contract the Buyer:
- (a) informs the Seller of their intention to provide a Deposit Bond or Bank Guarantee; and
 - (b) provides the Seller with a copy of the proposed Deposit Bond or Bank Guarantee for approval.
- 3.2 Where the Buyers pays the Deposit by Deposit Bond or Bank Guarantee, it must be for no less than 10% of the Price.

- 3.3 The expiry date for the Deposit Bond or Bank Guarantee must not be earlier than the Earliest Date of Expiry of Deposit Bond or Bank Guarantee specified in the Schedule.
- 3.4 The Deposit Bond or Bank Guarantee must show the Seller as the beneficiary of the Deposit Bond or Bank Guarantee.
- 3.5 The Buyer must pay the amount stipulated in the Deposit Bond or Bank Guarantee to the Seller by unendorsed bank cheque or cash on Completion.
- 3.6 The Buyer is in default if:
- (a) the Deposit Bond or Bank Guarantee has an expiry date prior to the Earliest Date of Expiry of Deposit Bond or Bank Guarantee and is not renewed to the satisfaction of the Seller at least 10 Working Days prior to the expiry of the Deposit Bond or Bank Guarantee; or
 - (b) the provider of the Deposit Bond or Bank Guarantee is placed under external administration of any nature before Completion and the Buyer has not provided a replacement Deposit Bond or Bank Guarantee to the same value and on the same terms and conditions from a solvent party within 5 Working Days of the provider being placed in such administration.
- 3.7 If the Buyer is in default under clause 3.6 it will be deemed to be a failure by the Buyer to pay the Deposit under clause 2.1 and immediately, and without the notice necessary under clause 19, clause 20 applies.

4 SIGNING OF LEASE

Following the receipt of the Lease, the Buyer must, no later than 10 Working Days from the date the Seller serves the Lease on the Buyer:

- (a) sign each copy of the Lease; and
- (b) return the signed Lease to the Seller's Solicitor.

5 VARIATION TO LAND

- 5.1 The Buyer acknowledges that the Specimen Lease and any plans in relation to the Land may be affected by:
- (a) the requirements of legislation;
 - (b) variations to the Territory Plan;
 - (c) the requirements of government authorities; and/or
 - (d) physical conditions affecting the Works (as defined in the Special Conditions, if applicable);
- and may result in one or more of the following:
- (e) minor redefinition of the boundaries of the Land;
 - (f) minor road re-alignment or dedication; and
 - (g) minor variations of the easements relating to the provision of electricity, gas, water, sewerage and stormwater services.
- 5.2 Any redefinition, road realignment or dedication or variation of easements will be deemed to be minor if it does not materially and detrimentally affect the use of the Land.

- 5.3 The Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 18 of this Contract in respect of any matter set out in clause 5.1.

6 PLANNING CONDITIONS

- 6.1 The Buyer acknowledges that the Territory Planning Authority, and not the Seller, is responsible for:
- (a) all development consents and approvals sought by or on behalf of the Buyer in relation to the Land; and
 - (b) the Territory Plan,
- and the Buyer will make no claim against the Seller whatsoever in regards to the above.
- 6.2 The Buyer releases the Seller from any liability, cause of action or any other claim in relation to disturbance, loss or detriment caused by the Territory Planning Authority granting or denying any consent or approval in relation to the Land.
- 6.3 The Buyer relies on its own enquiries regarding, and must satisfy itself as to the currency and accuracy of information contained in, the Territory Plan.
- 6.4 The Buyer acknowledges that nothing in this Contract or the fact of Completion implies or means that any required approvals, consents or licences regarding planning, design, siting and any other matters relating to the Buyer's development of the Land will be granted by the regulatory authorities or other agencies of the Australian Capital Territory with or without conditions.

7 ENTIRE AGREEMENT

- 7.1 Subject to clause 7.2, the Buyer agrees that this Contract sets out the entire agreement of the parties on the subject matter of this Contract and supersedes any prior agreement, advice or understanding in respect of anything connected with the subject matter of this Contract, including any material supplied to the Buyer by the Seller other than the Contract.
- 7.2 Clause 7.1 does not limit rights the Buyer may have at law regarding false or misleading representations by the Seller or material omissions regarding matters in the Seller's knowledge prior to entering into this Contract.

8 BUYER RELIES ON OWN ENQUIRIES

- 8.1 The Buyer relies on its own enquiries in relation to the Land and Improvements and warrants that in entering into this Contract it:
- (a) has not relied on any express or implied statement, warranty or representation whether oral, written or otherwise made by or on behalf of the Seller to the Buyer in connection with the Land and/or Improvements;
 - (b) has not relied on any documentation made available by or on behalf of the Seller to the Buyer in relation to the Land and/or Improvements other than documentation forming part of this Contract; and
 - (c) is satisfied as to the nature, quality and condition of the Land and Improvements and the purposes for which the Land and/or Improvements may be used.
- 8.2 The Seller makes no warranty as to the accuracy or completeness of any document made available by or on behalf of the Seller to the Buyer in connection with the Land and/or Improvements other than documentation forming part of this Contract.

8.3 The Buyer acknowledges that it has been provided with the Background Documents prior to entering into this Contract.

8.4 Notwithstanding clause 8.3:

- (a) the Buyer acknowledges the Background Documents do not form part of the Contract; and
- (b) clauses 8.1 and 8.2 apply to the Background Documents.

8.5 Nothing in this clause limits rights the Buyer may have at law regarding false or misleading representations made by the Seller to the Buyer or material omissions regarding matters that are in the Seller's knowledge prior to entering into this Contract.

9 BUYER RIGHTS AND LIMITATIONS

9.1 The Buyer is not entitled to make any requisitions on the title to the Land.

9.2 Subject to clause 9.3, the Buyer cannot make a claim or objection or rescind or terminate or make a claim for compensation under clause 18 of this Contract in respect of:

- (a) a Utility Service for the Land being a joint service or passing through another property, or any Utility Service for another property passing through the Land;
- (b) a promise, representation or statement about this Contract, the Land or the Lease, made by an entity other than the Seller;
- (c) the size of any service ties for the supply of water on or to the Land;
- (d) the existence of regrading, fill, contamination or groundwater upon, of or under the Land, whether caused by the Commonwealth of Australia, the Seller, previous occupants of the Land or otherwise;
- (e) any soil classification in relation to the Land; and
- (f) anything disclosed in this Contract.

9.3 Nothing in this clause limits rights the Buyer may have at law regarding false or misleading representations by the Seller or material omissions regarding matters in the Seller's knowledge prior to entering into this Contract.

10 CONDITION OF THE LAND

10.1 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

10.2 The Buyer acknowledges that the Seller makes no warranty or representation as to the existence of regrading, fill, contamination, groundwater, any environmental condition, Substance or a soil classification upon, of or under the Land.

10.3 The Buyer understands and accepts that the existence of regrading, fill, contamination, groundwater, any environmental condition, Substance or a soil classification upon, of or under the Land may result in any work or activities on the Land being more extensive and/or expensive than it may have been in the absence of such regrading, fill, contamination, groundwater, any environmental condition, Substance or soil classification.

11 SELLER WARRANTIES

11.1 The Seller warrants that at the Date of this Contract the Seller:

- (a) will be able to complete at Completion;
- (b) has no knowledge of any unsatisfied judgment, order or writ issued by a court or tribunal affecting the Land; and
- (c) has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land.

11.2 The Seller warrants that on Completion:

- (a) the Seller will have the capacity to complete;
- (b) there will be no unsatisfied judgment, order or writ issued by a court or tribunal affecting the Land;
- (c) the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ issued by a court or tribunal affecting the Land; and
- (d) the Seller is not aware of any encroachments by or upon the Land (other than the encroachment of any dividing fence) except as disclosed.

12 CO-OWNERSHIP

Where the Buyer consists of more than one person, as between themselves, they agree to buy the Land in the specified manner of co-ownership specified in the Schedule or, if one alternative is not marked, as joint tenants.

13 NON MERGER

If any term of this Contract may be given effect to after Completion that term will not merge but will continue in force for as long as necessary to give effect to it.

14 ADJUSTMENTS

As the Lease will be granted on Completion, there will be no adjustments of Income or Land Charges.

15 TERMS OF POSSESSION

The Seller must give the Buyer vacant possession of the Land on Completion unless otherwise marked in the Schedule.

16 INSPECTION OF LAND

The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Land prior to the date of Completion.

17 ERRORS, MISDESCRIPTIIONS AND MATERIALLY DETRIMENTAL VARIATIONS

17.1 The Buyer will be entitled to compensation on Completion (and the Price will be reduced accordingly) for:

- (a) misdescription or error of any kind in this Contract; and
- (b) changes to boundaries of the Land or dedications and variations of the easements relating to the provision of electricity, gas, water, sewerage and stormwater services made after the Date of this Contract and prior to Completion, only where the change, dedication or variation materially and detrimentally affects use of the Land and which the Buyer could not have discovered prior to the Date of this Contract,

if the Buyer makes a claim for compensation before Completion.

- 17.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the misdescription or error.
- 17.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.
- 17.4 For the avoidance of doubt and without limitation clause 17.1(1) applies to misdescriptions or errors in the Contract arising from material differences between express pre-contractual representations or material omissions made by the Seller (that were not withdrawn or corrected prior to the Date of this Contract) and the terms of the Contract.

18 COMPENSATION CLAIMS BY BUYER

- 18.1 This clause 18 applies to claims for compensation arising out of this Contract made by the Buyer against the Seller including claims under clause 17.

- 18.2 To make a claim for compensation (including a claim under clause 17) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

- (a) the Seller can rescind if in the case of a claim that is not a claim for delay:
 - (i) the total amount claimed exceeds 5% of the Price;
 - (ii) the Seller gives notice to the Buyer of an intention to rescind; and
 - (iii) the Buyer does not give notice to the Seller waiving the claim within 10 Working Days after receiving the notice; and
- (b) if the Seller does not rescind under clause 18.2(a), the parties must complete and:
 - (i) the claim must be finalised (subject to clause 18.2(b)(ii)) either by agreement or, failing agreement, by an arbitrator appointed by the parties or, if an appointment is not made within 20 Working Days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (ii) the decision of the arbitrator is final and binding save for:
 - 1. manifest error by the arbitrator obvious on its face in the final determination by the arbitrator;
 - 2. error in the application of law by the arbitrator in making his or her determination; or
 - 3. improper or unlawful conduct by the arbitrator or either party that affected or might reasonably be thought to affect the arbitrator's determination;
 - (iii) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator;
 - (iv) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer; and
 - (v) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion.

19 NOTICE TO COMPLETE AND DEFAULT NOTICE

- 19.1 If Completion does not take place on or before the Date for Completion, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 19.2 A Notice to Complete must appoint a time during business hours and a date being not less than 10 Working Days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 19.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
- (a) not be in default; and
 - (b) be ready, willing and able to complete but for some default or omission of the other party.
- 19.4 Completion at the time, date and place specified in the Notice to Complete is an essential term.
- 19.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 19.6 A Default Notice must:
- (a) specify the default; and
 - (b) require the party served with the Default Notice to rectify the default within 10 Working Days after service of the Default Notice (excluding the date of service).
- 19.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 19.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 19.9 Clauses 20 or 21 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 19.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party:
- (a) the time agreed to in the variation remains an essential term; and
 - (b) consent to the variation must be in writing and be served on the other party.
- 19.11 The parties agree that the time referred to in clauses 19.2 and 19.6(b) is fair and reasonable.

20 TERMINATION – BUYER DEFAULT

- 20.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate this Contract and either:
- (a) sue the Buyer for breach; or
 - (b) re-sell the Land and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Land within 12 months of termination.
- 20.2 In addition to any money kept or recovered under clause 20.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's

default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20.3 Subject to clause 20.4, if the Contract is terminated by the Seller pursuant to clause 20.1, the Seller is not required to refund the Deposit to the Buyer and the Deposit is forfeited to the Seller without further notice to the Buyer.

20.4 The Seller must refund the portion of the Deposit which exceeds 10% of the Price (if any).

20.5 For the avoidance of doubt, if the Deposit is paid by Deposit Bond or Bank Guarantee in accordance with clause 3, and the Seller is entitled to terminate this Contract in accordance with clause 20.1, the Buyer acknowledges that the Seller is entitled to, and will, call upon the Deposit Bond or Bank Guarantee, as applicable, immediately after terminating this Contract.

21 TERMINATION – SELLER DEFAULT

21.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:

- (a) terminate and seek damages; or
- (b) enforce without further notice any other rights and remedies available to the Buyer.

21.2 If this Contract is terminated by the Buyer pursuant to clause 21, the Deposit must be refunded to the Buyer within 15 Working Days without any further authority being necessary.

22 RESCISSION

If this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

- (a) the Deposit and all other money paid by the Buyer must be refunded to the Buyer within 15 Working Days without any further authority being necessary; and
- (b) neither party is liable to pay the other any amount for damages, costs or expenses.

23 DAMAGES FOR DELAY IN COMPLETION

23.1 If Completion does not occur by the Date for Completion, due to the default of the Buyer, then the Buyer must pay the Seller as liquidated damages on Completion:

- (a) interest on the unpaid balance of the Price at the rate of 10% per annum calculated on a daily basis from the Date for Completion to Completion; and
- (b) the amount of \$1,100 (GST inclusive) to be applied towards any legal costs and disbursements incurred by the Seller if Completion occurs later than 5 Working Days after the Date for Completion.

23.2 The Buyer agrees that:

- (a) the amount of any damages payable under clause 23.1 to the Seller is a genuine and honest pre-estimate of loss to that party for the delay in Completion; and
- (b) the damages must be paid on Completion.

24 FOREIGN BUYER

24.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the grant of the Lease under the Foreign Acquisitions and Takeovers Act 1975 (Cth).

24.2 This clause is an essential term.

25 GST

25.1 Where the Schedule indicates the Margin Scheme applies:

- (a) the Buyer and Seller agree that the Margin Scheme applies to the grant of the Lease; and
- (b) the Seller warrants that it can use the Margin Scheme and promises that it will, and:
 - (i) promptly following the Date of this Contract, the Seller will obtain a Valuation;
 - (ii) the Buyer will within 10 Working Days of request from the Seller pay the Seller for the costs incurred in:
 - 1. obtaining the Valuation; and
 - 2. calculating the GST payable under the Margin Scheme; and
 - (iii) the Seller agrees to provide the Margin Scheme calculation to the Buyer before Completion having regard to the Valuation and once the Buyer is satisfied (acting reasonably and promptly) that the Margin Scheme calculation is in accordance with the GST Act, then on Completion the Buyer will pay an additional amount equal to GST calculated by the Seller, in addition to the Price in accordance with this clause 25.

25.2 Where the Schedule indicates the Margin Scheme does not apply:

- (a) the Price is exclusive of GST (unless specifically stated otherwise); and
- (b) GST is payable on the grant of the Lease, and the Buyer agrees to pay to the Seller an amount in addition to the Price equal to the GST on Completion,

however:
- (c) the Buyer need not pay the additional amount until the Seller gives the Buyer a tax invoice or an Adjustment Note; and
- (d) if an Adjustment Event arises in respect of the grant of the Lease, the additional amount must be adjusted to reflect the Adjustment Event and the Buyer or the Seller (as the case may be) must make any payments necessary to reflect the adjustment.

25.3 Regardless of whether the Margin Scheme applies, other than in respect of the grant of the Lease, any supply made under this Contract and for which the consideration is not expressly stated to include GST, the recipient agrees to pay the supplier an additional amount equal to the GST payable at the same time that the consideration for the supply, or first part of the consideration for the supply (as the case may be), is to be provided, however:

- (a) the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice or an Adjustment Note; and
- (b) if an Adjustment Event arises in respect of the supply, the additional amount must be adjusted to reflect the Adjustment Event and the recipient or the supplier (as the case may be) must make any payments necessary to reflect the adjustment.

25.4 If a party is required under this Contract to indemnify another party, or pay or reimburse costs of another party, that party agrees to pay the relevant amount less any Input Tax Credits to which the other party (or to which the representative member for a GST group of which the other party is a member) is entitled.

26 POWER OF ATTORNEY

Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

27 NOTICES CLAIMS AND AUTHORITIES

27.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

27.2 To serve a notice a party must:

- (a) leave it at; or
- (b) send it by a method of post requiring acknowledgement of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

- (c) serve it on that party's solicitor in any of the above ways; or
- (d) by delivering it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Working Day following delivery); or
- (e) send it by facsimile to a party's solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent).

27.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27.4 If a notice is served in accordance with clause 27.2(a), the notice is taken to have been received on the day that it is delivered or, if not delivered before 5:00pm on a Working Day, on the next Working Day.

27.5 If a notice is served in accordance with clause 27.2(b), the notice is taken to have been received on the day 2 Working Days after it was posted.

27.6 In addition to the means stipulated in clause 27.2, the Seller may serve a notice by electronic mail to the Buyer's or the Buyer's Solicitor's email address (whether the Buyer's Solicitor's firm generally or specifically to the practitioner specified in the Schedule) as notified by the Buyer or the Buyer's Solicitor from time to time.

27.7 If a notice is served in accordance with clause 27.6, the notice is taken to have been received on the day shown in the delivery receipt produced by the electronic mail system used to send the message. If the message is sent after 5:00pm on a Working Day, it is taken to have been served on the next Working Day.

28 NO TRUST

The Buyer confirms that, other than as disclosed in the description of the Buyer in the Schedule, it is not acting as trustee of any trust.

29 SPECIAL CONDITIONS

Special Conditions, if any, set out in this Contract take priority over other terms and conditions. In the event of any inconsistency between any Special Condition and any other provision of this Contract then, to the extent of any inconsistency, the Special Condition will prevail.

30 SERVICE PROVIDERS

- 30.1 The Buyer acknowledges that the Seller is not a Utility Service provider and Works (if applicable) do not include work in respect of connections to or reticulation of Utility Services in respect of the Land.
- 30.2 The Buyer acknowledges it is responsible for arranging the connection of Utility Services to the Land by the relevant providers and the Seller is not liable for any loss or delays in respect of the use, enjoyment or development of the Land caused or related to any lack of Utility Services to the Land.
- 30.3 The Buyer acknowledges that the Seller is not obliged to provide and will not warrant the location of any future Utility Service infrastructure including but not limited to substations.

31 FOREIGN RESIDENT WITHHOLDING TAX

- 31.1 In this clause 31, the following definitions apply:

ATO means the Australian Taxation Office and includes the Commissioner for Taxation;

CGT Asset has the meaning in the *Income Tax Assessment Act 1997 (Cth)*;

Clearance Certificate means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;

Relevant Percentage means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

Relevant Price means the higher of:

- (a) the Price (including GST); and
- (b) the market value of the CGT Assets sold under this Contract;

as at the Date of this Contract;

Variation Certificate means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;

Withholding Amount means subject to clauses 31.5 and 31.6 the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and

Withholding Law means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* and associated provisions.

- 31.2 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

- 31.3 If 31.2 does not apply, then:

- (a) the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 31.3(b)(i), within 5 days of written request from the Buyer;
- (b) the Buyer must:
 - (i) lodge a purchaser payment notification form with the ATO; and
 - (ii) give evidence of compliance with clause 31.3(b)(i) to the Seller;no later than 5 days before the Date for Completion;

- (c) the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and
- (d) the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 31.3(c) in payment of the Withholding Amount following Completion.

31.4 If clause 31.3 applies and the parties do not comply with clause 31.3(d):

- (a) the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and
- (b) the Buyer charges the Land (for the benefit of the Seller) with the Buyer's obligations under this clause 31.4.

31.5 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.

31.6 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Land of the Sellers that are subject to a Clearance Certificate.

31.7 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the Buyer that the Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

32 RESIDENTIAL WITHHOLDING TAX

Warning: The following clauses 32.1 to 32.14 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

32.1 In this clause 32 the following words have the following meanings:

ATO means the Australian Taxation Office, and includes the Commissioner for Taxation;

RW Amount means the amount which must be paid under section 14-250 of the Withholding Law;

RW Amount Information means the information set out in the table entitled "RW Amount (Residential Withholding Payment) — Further Details" set out in this Contract; and as provided or updated under this Contract.

RW Percentage means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Land from the Seller to the Buyer; and

Withholding Law means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.

32.2 The Seller must provide the Buyer with the RW Amount Information no later than 28 days prior to the Date for Completion.

32.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Land from the Seller to the Buyer.

- 32.4 The following clauses 32.5 to 32.14 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 32.5 Subject to any adjustments to the Price or non-monetary consideration that may arise after the date that the RW Amount Information is provided in accordance with clause 32.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14-255 of the Withholding Law in relation to the supply of the Land from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 32.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO at least 10 Working Days prior to the Date for Completion.
- 32.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.
- 32.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and give to the Seller on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 32.9 The Seller must forward the unendorsed bank cheque provided under clause 32.8 to the ATO within 10 Working Days following Completion and provide the Buyer with evidence of payment of the RW Amount to the ATO.
- 32.10 The Buyer and Seller must comply with all ATO requirements in relation to the Withholding Law and must also assist and co-operate with each other in order to ensure that those requirements are met. If necessary to give effect to this clause, the Buyer appoints the Seller as its agent of the purpose of completing any notification required to be given by the Buyer to the ATO.
- 32.11 The Seller may provide the Buyer with updated RW Amount Information at any time, and (if necessary) on more than one occasion, prior to Completion. If the Seller provides the Buyer with updated RW Amount Information in accordance with this clause, the Buyer must, within 3 Working Days of receipt of the RW Amount Information, provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO including the updated RW Amount Information.
- 32.12 The Seller indemnifies the Buyer against the amount of any penalties or interest charges imposed by the ATO on the Buyer (or the relevant recipient of the supply) arising from any failure by the Seller to forward the unendorsed bank cheque required by clause 32.8 to the ATO.

Potential Residential Land

- 32.13 If the 'Subdivision of potential residential land?' option on the Schedule is selected 'yes' and the Buyer (or the relevant recipient for GST purposes) is:
- (a) registered for GST purposes; and
 - (b) acquiring the Land for a creditable purpose;
- the Buyer must provide the Seller with a statement to that effect on the earlier of:
- (c) 10 Working Days before the Date for Completion; or
 - (d) 20 Working Days after the Date of this Contract.

- 32.14 Where the Buyer has provided the statement referred to in clause 32.13 the Buyer indemnifies the Seller against the amount of any penalties or interest charges imposed by the ATO on the Seller (or the relevant entity making the supply of the Land).

33 COMMONWEALTH SANCTIONS

- 33.1 In this clause 33, the following definitions apply:

- 33.2 **Consolidated List** means the document maintained by the Commonwealth in accordance with section 22 of the *Autonomous Sanctions Regulations 2011 (Cth)* and/or section 40 of the *Charter of the United Nations (Dealing with Assets) Regulation 2008 (Cth)*;

Designated Person or Entity means a person or entity who is a designated person or entity as defined in the *Autonomous Sanctions Regulations 2011 (Cth)* and/or who is a person or entity who is a designated person or entity as defined in the *Charter of the United Nations (Dealing with Assets) Regulation 2008 (Cth)*.

- 33.3 The Buyer warrants at the time it enters into this Contract it is not a Designated Person or Entity, or named as a person or entity on the Consolidated List.

- 33.4 The Buyer must not, prior to Completion, become a Designated Person or be named as a person or entity on the Consolidated List.

- 33.5 The Buyer must immediately notify the Seller if it breaches clause 33.4.

- 33.6 Clauses 33.3 and 33.4 are essential terms.

- 33.7 If the Buyer breaches the warranty in clause 33.3 or breaches clause 33.4 then immediately and without the notice otherwise necessary under clause 19, clause 20 applies.

34 DEFINITIONS

Definitions appear in the Schedule and as follows:

Background Documents means the documents referred to in the Background Document Schedule;

Background Document Schedule means the list of documents set out in Annexure D;

Balance of the Price means the Price less the Deposit;

Bank Guarantee means a bank guarantee issued by a bank operating in Australia in a form satisfactory to the Seller;

Buyer means the purchaser of the Land under this Contract as specified in the Schedule;

Buyer's Solicitor means the legal practitioner or firm of legal practitioner's acting for the Buyer in respect of this Contract;

Completion means the time at which this Contract is completed;

Contract means the Schedule, terms and conditions and any annexure, Special Conditions and attachments unless otherwise specified;

Date for Completion means the date as specified or calculated for such in the Schedule;

Date of this Contract means the date of this contract specified in the Schedule or, if no date is specified, the date on which the last of the Buyer and Seller executed this Contract;

Default Notice means a notice in accordance with clauses 19.5 and 19.6;

Deposit means the deposit which must be paid by the Buyer to the Seller in accordance with clause 2 or 3, as applicable, and which is to be held by the Seller as security for the performance of the Buyer's obligations under this Contract;

Deposit Bond means a deposit insurance bond issued to the Seller at the request of the Buyer in a form satisfactory to the Seller;

Deposited Plan means the plan of survey delineating the Land, registered with Access Canberra;

Earliest Date for Expiry of Deposit Bond or Bank Guarantee means the date as specified or calculated for such in the Schedule;

Evoenergy means a joint venture company that owns, operates and maintains the electricity, gas, water and sewage services on behalf of Icon Water Limited (ACN 069 381 960);

GST has the meaning ascribed to it under the GST Law and, where appropriate, includes Notional GST.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Icon Water means the incorporated body Icon Water Limited (ACN 069 381 960) owned by the Territory;

Improvements means the buildings, structures and fixtures erected on and forming part of the Land;

Income means the rents and profits derived from the Land;

Land means the land described in the Schedule and to be the subject of the Lease;

Land Charges means rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Land;

Lease means the Crown lease to be granted to the Buyer in accordance with clause 1 of this Contract;

Notice to Complete means a notice in accordance with clauses 19.1 and 19.2 requiring a party to complete;

Notional GST means, where the supplier is the Commonwealth of Australia and an obligation exists to make voluntary or notional GST payments under section 177-1 of the GST Law, those voluntary or notional payments are made by or on behalf of the Commonwealth of Australia. For the avoidance of doubt Notional GST amounts will be calculated as if the GST Law applies to the relevant supplies;

Operational Acceptance means that the Works are complete to the satisfaction of TCCS, Evoenergy, Icon Water and the Seller;

Planning Act means the *Planning Act 2023* (ACT);

Price means the purchase price payable by the Buyer under this Contract;

Schedule means the schedule being the front of this Contract;

Seller means the vendor of the Land under this Contract as specified in the Schedule;

Seller's Solicitor means the legal practitioner or firm of legal practitioner's acting for the Seller in respect of this Contract as specified in the Schedule;

Special Conditions means such terms, if any, attached to this Contract at Annexure A;

Standard Annexures means any and all of the documents attached to this Contract as Annexures A-H inclusive;

Specimen Lease means the draft Crown lease annexed to this Contract at Annexure B;

Substance means any substance or thing which is or may be an emission to the environment or harmful to the environment or the health or safety of any person or may cause damage to property and includes: asbestos, polychlorinated biphenyls, heavy metals, chemicals, contaminants and any other matter whether in solid, liquid or gaseous form, or whether naturally occurring or man-made;

TCCS means Transport Canberra and City Services or its successors;

Territory Plan means a notifiable instrument created under section 45 of the Planning Act, as amended and varied from time to time;

Territory Planning Authority means the body corporate established in accordance with section 16(1) of the Planning Act;

Utility Service includes drainage, electricity, garbage collection, gas, sewerage, telecommunications or water;

Working Days has the meaning given to it by the *Legislation Act 2001* (ACT); and

Works means the works that the Seller is required to undertake in order to comply with any development application in relation to, and obtain Operational Acceptance for, the Land.

35 INTERPRETATION

35.1 In this Contract:

- (a) a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- (b) the singular includes the plural, and the plural includes the singular;
- (c) a reference to a person includes a body corporate;
- (d) a term not otherwise defined has the meaning in the *Legislation Act 2001* (ACT);
- (e) a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it;
- (f) words or phrases which are defined in the GST Law (which include, without limitation, "Margin Scheme", "Taxable Supply", "Input Tax Credit" and "Adjustment Event" have the same meaning as given to them in the GST Law, unless the context provides otherwise; and
- (g) "Include" and derivation of it is not to be construed to be a word of limitation.

35.2 Headings are inserted for convenience only and are not part of this Contract.

35.3 If the time for something to be done or to happen is not a Working Day, the time is extended to the next Working Day, except in the case of clause 2.1.

35.4 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.

Annexure A – Special Conditions

36 DEED OF UNCONDITIONAL UNDERTAKING

- 36.1 No later than 5 Working Days prior to the Date for Completion, the Buyer must provide to the Seller the completed but unexecuted Deed of Unconditional Undertaking substantially in the form of the Proforma Deed of Unconditional Undertaking for submission to the Territory Planning Authority for approval in the sum specified in clause 15 of the Prescribed Conditions for Associated Works.
- 36.2 Prior to or on Completion, the Buyer must provide to the Seller the executed Deed of Unconditional Undertaking in the form approved by the Territory Planning Authority in accordance with Special Condition 36.1.
- 36.3 Notwithstanding clause 36.1, the Buyer may alternatively provide the Seller on Completion a bank cheque for an amount equal to the sum specified in clause 15 of the Prescribed Conditions for Associated Works. Where the Buyer provides the Seller a bank cheque in accordance with this clause, the Seller acknowledges and agrees that the Buyer is not required to provide the Seller a Deed of Unconditional Undertaking in accordance with clauses 36.1 and 36.2.

37 DEPOSIT BY INSTALMENTS

- 37.1 Where the Deposit by Instalments is selected in the Schedule this Special Condition 37 applies.
- 37.2 Clauses 2.1-2.4 of this Contract are deleted.
- 37.3 The Buyer must pay the Deposit to the Seller by cash or cheque.
- 37.4 The Seller agrees to accept payment of the Deposit in two instalments as follows:
- (a) 5% of the Price by cash or cheque on the date of this Contract (**First Instalment**); and
 - (b) the remainder of the 10% Deposit (if it has not already been paid) by cash or bank cheque on the Date for Completion (**Second Instalment**),
- and in every respect time is of the essence of this Special Condition 37.4.
- 37.5 Subject to clause 2.8 the Deposit and all instalments of the Deposit are released to the Seller and must be applied to the Price on the Date for Completion.
- 37.6 If the Deposit or any instalment of the Deposit is:
- (a) not paid on time and in accordance with Special Condition 37.4; or
 - (b) paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 19) and clause 20 applies.
- 37.7 If the Seller does not terminate this Contract in accordance with Special Condition 37.6, then this Contract remains on foot, subject to this Special Condition 37, until the Seller terminates the Contract pursuant to Special Condition 37.6 or waives the benefit of this Special Condition 37 pursuant to Special Condition 37.8.
- 37.8 Special Conditions 37.6 and 37.7 are for the benefit of the Seller and the obligations imposed on the Buyer by this Special Condition 37 are essential. The obligations imposed on the Buyer by Special Condition 37.4 bind the Buyer notwithstanding any indulgence, waiver or extension of time by the Seller to the Buyer.

37.9 The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of this Special Condition 37 is waived.

37.10 If the Deposit is paid in accordance with Special Condition 37.4, the Seller will no longer have the benefit of this clause.

38 DATE FOR COMPLETION

38.1 Subject to clause 38.2, the Date for Completion of this Contract will be 30 Working Days from the date the Seller serves the Lease on the Buyer, in accordance with clause 27 as if it were a notice.

38.2 The Buyer acknowledges that the Seller may not serve the Lease on the Buyer prior to:

(a) the Buyer obtaining and serving on the Seller a Notice of Decision approving a Development Application in respect of the Land in accordance with clause 39.1; or

(b) the date 18 months after the Date of this Contract,

whichever is earlier.

38.3 The Seller may serve the Lease on the Buyer on or after a that day 18 months after the Date of this Contract but is not obliged to do so unless the Buyer has met its obligations under clause 39.1.

39 DEVELOPMENT APPLICATION

39.1 The Buyer must obtain and serve on the Seller a Notice of Decision approving a Development Application in respect of the Land which was endorsed by the Seller in accordance with the terms of the Project Delivery Deed.

39.2 The Buyer must make all reasonable efforts to meet its obligations under clause 39.1 by the Sunset Date.

39.3 The Seller may by notice to the Buyer vary the Sunset Date by up to six (6) months (but no more without the express consent of the Buyer) where it considers it appropriate to do so (at its absolute discretion).

39.4 Where the Buyer has not met its obligations under clause 39.1, the Buyer may request the Seller agree to vary the Sunset Date to allow the Buyer further time to meet its obligations under clause 39.1.

39.5 Where the Buyer makes a request under clause 39.4, the Seller at its absolute discretion, may grant the request and the Sunset Date shall be varied to any date the Seller may determine and subject to any conditions the Seller may deem reasonable and appropriate.

39.6 The Buyer acknowledges and agrees that in consideration for the Seller varying the Sunset Date under clause 39.5, in addition to any other condition the Seller determines appropriate, the Seller may require the Buyer to pay an amount to reflect the costs, including opportunity costs of the Seller occasioned by the delay in Completion.

39.7 The Seller must make reasonable efforts to serve the Lease on the Buyer promptly following the Buyer complying with clause 39.1.

39.8 If, despite the best efforts of the Buyer, the Buyer does not comply with its obligations under clause 39.1 by the Sunset Date (as amended under this clause 39) but is otherwise not in breach of this Contract, the Seller may by notice to the other party rescind this Contract and clause 22 will apply.

40 MAJOR PLAN AMENDMENT

40.1 Prior to Date of Completion, the Buyer must not seek, consent to, or support a Major Plan Amendment that will vary the Territory Plan in any manner that affects the Land without the express approval of the Seller.

- 40.2 The Buyer acknowledges clause 40.1 is a fundamental term of the Contract and, should the Buyer breach it, in addition to any other rights, the Seller may by notice rescind this Contract and the provisions of clause 22 shall apply.

41 PROPERTY ACT

The parties acknowledge that the Property Act does not apply to this Contract as this Contract is not a sale of residential property and the grant of the Lease will be the first grant of a Crown lease over the Land.

42 PROJECT DELIVERY DEED

- 42.1 This Contract is contingent upon the parties entering into the Project Delivery Deed prior to or at the same time they entered into this Contract and the Seller may terminate (at its absolute discretion) this Contract at any time should the Buyer execute this Contract without executing the Project Delivery Deed.
- 42.2 The Seller is not obliged to execute the Project Delivery Deed after the execution of this Contract, however, despite clause 42.1, should the parties execute the Project Delivery Deed subsequent to the execution of this Contract, the Seller shall not terminate this Contract under that clause.
- 42.3 The Buyer must comply with all of its obligations under the Project Delivery Deed and any breach of the Project Delivery Deed is a breach of this Contract.
- 42.4 The Buyer must provide the Security to the Seller on Completion in accordance with the requirements of the Project Delivery Deed.
- 42.5 If the Buyer proposes to provide the Security to the Seller in the form of a bank guarantee or insurance bond the Buyer must provide a copy of any bank guarantee or insurance bond it proposes to use as the Security (**Proposed Security**) to the Seller for review no less than 10 Working Days prior to the Date for Completion as required under the Project Delivery Deed. The Buyer acknowledges and agrees that the Seller requires no less than 5 Working Days to review whether the Proposed Security (or any requested revision to it) is acceptable to the Seller.
- 42.6 The Seller may advise the Buyer in writing prior to Completion that the Proposed Security is not acceptable to the Seller and provide reasons, and the Buyer must either:
- (a) provide an acceptable bank guarantee or insurance bond to the Seller prior to Completion; or;
 - (b) pay the Security by bank cheque in favour of the Seller on Completion.
- 42.7 If the Buyer does not provide the Proposed Security to the Seller as required under clause 42.5 or is advised that the Proposed Security is not acceptable to the Seller in accordance with clause 42.6:
- (a) the Seller may, but is not obliged to, delay Completion until Security has been provided in a form acceptable to the Seller; and
 - (b) if the Seller delays Completion in accordance with clause 42.7(a) the Seller may charge interest to the Buyer for the period of the delay of Completion in accordance with clause 23.
- 42.8 The Buyer acknowledges and accepts that restrictions on dealing with the Land apply until the Buyer has complied with its obligations under the Project Delivery Deed, as set out in the Project Delivery Deed.
- 42.9 Except as otherwise provided in the Project Delivery Deed, the Buyer must not complete any agreement for the sale of, or permit any transfer to be registered in respect of, the whole or any part of the Land or any dwelling erected or to be erected on the Land, prior to the Buyer having complied with all of its obligations under the relevant Project Delivery Deed.

- 42.10 The Buyer acknowledges and agrees that the seller may retain and use the Security in respect of the performance by the Buyer of its obligations under this Contract and the Project Delivery Deed.
- 42.11 The Buyer acknowledges that the Seller may register, and consents to the Seller registering, a charge or caveat over the Lease in relation to the charge, provided that such a caveat must not prevent the registration of a mortgage by the Buyer in respect of the Lease.
- 42.12 The Seller must release the charge, and withdraw any caveat registered by the Seller pursuant to clause 42.11, within 14 days after the later of:
- (a) the Buyer having complied with all of its obligations under this Contract and the Project Delivery Deed; and
 - (b) the Buyer requesting the Seller to withdraw the caveat.

43 TREE PROTECTION

The Seller discloses that, once the Lease has been granted, some (or all) of the trees located on the Land may be Regulated Trees. The Buyer agrees to rely on its own investigations and enquiries in respect of the existence of any Regulated Trees on the Land.

44 LIMITS ON STOREYS

The parties acknowledge that there may be a maximum building height of 13 metres or approximately 3 storeys on developments on the Land.

45 NO GAS RETICULATION

- 45.1 The Buyer acknowledges, including for the purposes of clause 9.2(f), as a condition of the Project Delivery Deed, it 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.

46 DRIVEWAYS

The Buyer acknowledges that it will be required to construct its own driveway(s) at its own costs.

47 GOVERNMENT FUNDING

- 47.1 The Buyer acknowledges other than as expressly set out in this Contract:
- (a) it did not rely on any representations by the Seller or the Territory that it would, or was likely, to receive; and
 - (b) it relied on its own enquires in respect of,

any Commonwealth or Territory payments or funding related to the sale, development or improvement of the Land.

- 47.2 Without limiting the generality of clause 47.1, the Buyer specifically acknowledges that clause applies to HAFF Funding.

48 GST

Consideration for Leases

- 48.1 Unless otherwise specifically agreed in writing, for the purposes of complying with the Project Documents, including Completion:

- (a) **"Buyer's Works"** means works that the Buyer must undertake under the Project Documents that are consideration for the grant of the Lease in accordance with GSTD 2021/1;
- (b) the arrangements that are the subject of the Project Documents include "associated site works" to be transferred to the Territory as described by the Commissioner of Taxation in public ruling GSTD 2021/1;
- (c) the Buyer's Works are, in addition to the Price, consideration provided by the Buyer for the grant of the Leases and the Buyer's Works are a taxable supply made by the Buyer;
- (d) the value of the Buyer's Works is equal to the cost to the Buyer of the Buyer's Works (excluding any amounts in respect of GST for which there is an entitlement to an input tax credit), reasonably determined by the Buyer and set out in a tax invoice the Buyer must issue to the Seller on Completion after complying with clauses 54.2 and 54.4; and
- (e) the parties must meet their GST obligations in respect of those Buyer's Works and the Leases, to that extent:
 - (i) by the exchange of tax invoices; and
 - (ii) clauses 25.2(b) and 25.3 (the GST gross up clauses) do not apply to require payment of any additional amount.

Value of Buyer's Works

48.2 The Buyer must serve on the Seller at least 10 Working Days prior to the Date for Completion:

- (a) a draft of a tax invoice in respect of the Buyer's Works; and
- (b) reasonable evidence of the method by which the Buyer determined the value of the Buyer's Works.

48.3 Where the Seller:

- (a) determines the Buyer has not reasonably determined the value of the Buyer's Works in a draft tax invoice served under this clause; or
- (b) is unable to determine whether the Buyer has reasonably determined the value of the Buyer's Works in a draft tax invoice because the Buyer has not provided reasonable evidence of method required under this clause,

the Seller may give notice to the Buyer setting out reasons for the Seller's determination, at least 5 Working Days prior to Completion.

48.4 Where the Seller issues a notice under clause 48.3, the Buyer must, within 5 Working Days of receiving that notice:

- (a) serve an amended draft tax invoice to the Seller and/or provide reasonable evidence of the method by which the Buyer determines the value of the Buyer's Works under the draft tax invoice to address the issues set out in the Seller's notice; or
- (b) affirm the value of the supplies set out in the draft tax invoice and/or evidence of the method by which the Buyer determines the value of the Buyer's Works.

48.5 Where the Seller issues a notice under clause 48.3, the Buyer is in default and will remain in default until the Seller issues a further notice advising that the Seller accepts that the Buyer has reasonably determined the value of the Buyer's Works in a draft tax invoice served as required under this clause.

49 ANTI MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING ACT

49.1 In this clause 49, the following definitions apply:

- (a) **AML/CTF Laws** means:
 - (i) the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth);
 - (ii) the *Anti-Money Laundering and Counter-Terrorism Financing Rules 2025* (Cth); and
 - (iii) such regulations and other rules as may be enacted for the purposes of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) from time to time;
- (b) **CDD Information** has the meaning given in clause 49.2.
- (c) **PEP** means a politically exposed person, including:
 - (i) a domestic PEP, who is an individual that holds particular offices or positions,¹ and includes also certain offices of the Commonwealth in a foreign country, or to a public international organisation, to which appointments are made by the Governor-General;²
 - (ii) a foreign PEP, who is an individual who holds a prominent office or position or public function in or for the legislature, executive or judiciary of a foreign country;³ and
 - (iii) an international organisation PEP, who is an individual entrusted with a prominent public function, position or office of a public international organisation. This includes a head, deputy head or board member in a public international organisation. For example, a head, deputy head or board member of a United Nations body.

A PEP is also a family member of an individual listed above, or an individual who is known (based on information that's public or readily available) to have any of the following:

- (iv) joint beneficial ownership of a body corporate or legal arrangement with an individual listed in the above positions;
- (v) sole beneficial ownership of a body corporate or legal arrangement on behalf or for the benefit of an individual listed in the above positions; or
- (vi) any other close business relations with an individual listed in the above positions.

¹ Specifically: member of the legislature of the Commonwealth or a state or territory; member of the governing body of a political party represented in the legislature of the Commonwealth or a state or territory; Governor-General; Governor of a state; Administrator of a territory; Justice of the High Court; Judge of the Federal Court of Australia; Judge of the Supreme Court of a state or territory; accountable authority, or member of the accountable authority, of a Commonwealth entity within the meaning of the Public Governance, Performance and Accountability Act 2013 (PGPA Act); member of the governing body of a wholly-owned Commonwealth company within the meaning of the PGPA Act; Head (however described) of a department of state or territory, or an agency or authority of a state or territory that has a prominent public function; Head (however described) of a local government council in a state or territory; the chair of the board, chief executive officer or chief financial officer of a company or other incorporated body that's wholly-owned or majority-owned by a state or territory; Chief of the Defence Force, Vice Chief of the Defence Force, Chief of Navy, Chief of Army or Chief of Air Force; officer of the Navy of the rank of Vice Admiral or a higher rank; officer of the Army of the rank of Lieutenant General or a higher rank; officer of the Air Force of the rank of Air Marshal or a higher rank.

² Specifically: Ambassador; High Commissioner; Consul-General; Australian representative; Special representative; Representative; Permanent representative; Chargé d'affaires.

³ Specifically: head of state or head of government; member of the executive council of government; member of a legislature; minister, deputy minister or equivalent office or position; judge of a supreme court, constitutional court or other court of general jurisdiction or last resort; ambassador, high commissioner or charge d'affaires; high ranking military officer; head or board member of a government body; head or board member of a state-owned company or a state-owned bank; member of a governing body of a political party represented in a legislature.

- (d) **Proscribed Person** means any person or entity who:
- (i) is proscribed under the *Charter of the United Nations Act 1945* (Cth) or the *Autonomous Sanctions Act 2011* (Cth);
 - (ii) is in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
 - (iii) appears in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction;
 - (iv) is declared or otherwise designated under any law relating to organised crime or gang activity;
 - (v) acts on behalf, or for the benefit of, a person or entity listed above; or
 - (vi) is closely connected to a person listed above (unless the Seller has expressly agreed that the Buyer is not a Proscribed Person despite the Buyer's connection with a person listed above).
- (e) **Seller's Estate Agent** means Civium (ACT) Pty Ltd ABN 75 604 557 879.

49.2 As at the Date of this Contract, before the Date of this Contract, and at such other times reasonably requested by (as the case may be):

- (a) The Seller;
- (b) The Seller's Solicitor;
- (c) The Seller's Estate Agent (if appointed) or any agent of the Seller's Estate Agent appointed for the purposes of compliance with the AML/CTF Laws;

(**CDD Collector**), the Buyer must promptly provide to the CDD Collector all information and documentation reasonably required by the CDD Collector to enable the Seller and the Seller's Estate Agent (if appointed) to comply with any applicable obligations under the AML/CTF Laws and the Seller's related compliance procedures (**CDD Information**), including but not limited to:

- (d) information to establish and verify the identity of the Buyer and, where applicable, any beneficial owners, controllers, directors, shareholders or other relevant persons associated with the Buyer;
- (e) information about whether the Buyer or any other person the CDD Collector considers is associated with the Buyer, is a Proscribed Person or a PEP;
- (f) evidence of the source of wealth of the Buyer, and the source of funds to be used to complete the purchase of the Property; and
- (g) any other information or documentation reasonably requested by the CDD Collector for the purposes of customer identification, verification or ongoing customer due diligence.

49.3 The Buyer warrants that all information and documentation provided to the CDD Collector pursuant to this clause 49 is true, correct and complete in all material respects and is not misleading.

49.4 The Buyer acknowledges and agrees that:

- (a) the CDD Collector may disclose CDD Information to a government agency (including AUSTRAC) if required to comply with their obligations under any laws, including AML/CTF Laws;

- (b) the Seller may delay Completion if the Buyer fails to provide the information or documentation requested pursuant to clause 49.2 within five (5) Working Days of the request, and any such delay will not constitute a breach by the Seller of this Contract;
- (c) the Seller may terminate this Contract, and the Deposit will be refunded to the Buyer, if:
 - (i) the Buyer is a Proscribed Person;
 - (ii) any CDD Information provided to a CDD Collector is not adequate, is inconsistent, is not provided to us in a timely manner or if circumstances otherwise arise that prevent the Seller from meeting its obligations under AML/CTF Laws;
 - (iii) the Seller is not satisfied with the Buyer's compliance with all applicable laws, regulations or obligations, including AML/CTF Laws, sanctions laws, arms proliferation laws and laws relating to fraud or other criminal activity; and
 - (iv) the Buyer causes the Seller or the Seller's Estate Agents to breach any applicable laws, regulations or obligations, or exposes it to a level of risk relating to money laundering, terrorism financing or arms proliferation that is inconsistent with its policies and procedures for the management of such risks; and
- (d) except in relation to any breach of a statutory duty on the part of the Seller, the Seller's Solicitor and Seller's Estate Agent, the Buyer must not make any claim against the Seller, the Seller's Solicitor and the Seller's Estate Agent by reason of any matter arising out of or in connection with this clause 49.

49.5 The Buyer indemnifies and will keep indemnified the Seller against all losses, costs, expenses, damages, claims, demands, actions and liabilities suffered or incurred by the Seller arising from or in connection with any breach by the Buyer of this clause 49 or any failure by the Buyer to provide accurate, complete or timely information or documentation as required under this clause 49, provided that this indemnity does not extend to any loss, cost, expense, damage, claim, demand, action or liability to the extent that it is caused by or contributed to by any act or omission of the Seller or its agents, and provided further that the Seller must take all reasonable steps to mitigate any loss, cost, expense, damage, claim, demand, action or liability for which it seeks to be indemnified under this clause.

49.6 This clause 49 will not merge on Completion but will continue in full force and effect.

50 DEFINITIONS

The following definitions are in addition to the definitions in clause 33 of the Contract:

Deed of Unconditional Undertaking means the deed of unconditional undertaking in the form approved by the Territory Planning Authority to be provided to the Seller in accordance with Special Condition 36;

Development has the meaning in the Planning Act;

Development Application has the same meaning as is given to that term in the Planning Act and includes any and each variation or amendment to any development application lodged with the Territory Planning Authority;

HAFF Funding means any funding provided directly or indirectly from the Housing Australia Future Fund established under section 9 of the *Housing Australia Future Fund Act 2023* (Cth);

Major Plan Amendment has the same meaning as is given to that term in the Planning Act;

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

Prescribed Conditions for Associated Works means the prescribed conditions in the form annexed to this Contract at Annexure F;

Proforma Deed of Unconditional Undertaking means the proforma deed of unconditional undertaking annexed to this Contract at Annexure G;

Project Delivery Deed means the Project Delivery deed made on the date of this Contract between the Seller and the Buyer in relation to the Land;

Project Documents means this Contract, the Lease, the Project Delivery Deed and any other document between the parties required to be entered into or complied with under this Contract;

Property Act means the *Civil Law (Sale of Residential Property) Act 2003* (ACT);

Regulated Tree has the meaning set out in section 11 of the Urban Forest Act 2023 (ACT);

Security means any amounts payable by the Buyer to the Seller as security under the Project Delivery Deed; and

Sunset Date means the date that is 730 days after the Date of this Contract.

Annexure B – Specimen Lease

Annexure C – Project Delivery Deed

Annexure D – Background Document Schedule

1. Preliminary Site Investigation - Block 45 Section 54 Belconnen - Prepared by Lanterra Consulting - Dated 22 November 2019
2. Detailed Site Investigation – Block 45 Section 54 Belconnen – Prepared by Lanterra Consulting – Delta Group Pty Ltd – Dated 20 March 2020.
3. Letter of Endorsement of site Assessment Report – Block 45 Section 54 Belconnen- Dated 1 May 2020.
4. Demolition of Former Belconnen Health Centre – Block 45 Section 54 Belconnen – Works as Executed No. 0010289/2020
5. Certificate of Completion of Demolition – Block 45 Section 54 Belconnen – Dated 7 September 2020
6. Partial Detail Survey and Boundaries Marked – Block 45 Section 54 Belconnen – Dated 9 September 2024.
7. Belconnen Hoarding Fence Details - For Construction – Block 45 Section 54 Belconnen.
8. Geotechnical Investigation Report – Block 45 Section 54 Belconnen (1 Swanson Court, Belconnen ACT) – prepared by FORTIFY GEOTECH – Dated November 2024.
9. Hoarding - Dilapidation Report – Block 45 Section 54 Belconnen – Prepared by Projex Building – Dated 4 November 2024.
10. Hoarding Site Mapping markup – Partial Detail Survey and Boundaries Marked – Block 45 Section 54 Belconnen – Prepared by SPIIRE – Dated 9 September 2024.
11. Stage 2 Site Investigation Report – Block 45 Section 54 Belconnen – Prepared by Stantec – Dated 31 October 2025.
12. Stamped Prescribed Conditions – Block 45 Section 54 Belconnen – Dated 14 November 2025.
13. Annual Request for Exemption (HOARDING) from DA and BA – Block 45 Section 54 Belconnen.
14. Deposited Plan – Block 45 Section 54 Belconnen.
15. Margaret Timpson Park – Concept Plans
16. Margaret Timpson Park Indicative Plans

Annexure E – Deposited Plan

Annexure F – Prescribed Conditions for Associated Works

Annexure G – Deed of Unconditional Undertaking

Annexure H – Clearance Certificate

Attachment C – Project Delivery Deed

PROJECT DELIVERY DEED

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

BACKGROUND

- A. The Suburban Land Agency and the Developer have entered into a Contract for Sale for the Land.
- B. It is a condition of the Contract for Sale that the Parties enter into this Deed.
- C. The Developer has agreed that the Developer will, in developing the Land, comply with the Developer's obligations set out in this Deed.
- D. This Deed includes schedules which outline additional specific obligations which the Developer must comply with.

Operative Provisions

IT IS AGREED by the Parties as follows.

1. Interpretation

1.1. Definitions

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

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

Authority means the 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.

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

Agency the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or

- (2) in respect of all other entities:
- (a) any of the events listed in sub-sections 459C(2)(a) to (f) of the *Corporations Act 2001* (Cth) occur in respect of the entity; or
 - (b) any other event occurs which, in the reasonable opinion of the Suburban Land Agency is likely to result, or has resulted, in the:
 - (i) insolvency;
 - (ii) winding up; or
 - (iii) appointment of a controller (as that term is defined in the *Corporations Act 2001* (Cth)) in respect of part or all of the property,of the entity.

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

Land	means the land described in Item 3 of Schedule 1.
Minimum Rating	means a credit rating of at least A- by S&P Global Ratings Australia Pty Ltd
Minister	means a Minister for the Territory appointed under section 41 of the <i>Australian Capital Territory (Self Government) Act 1988</i> (Cth)
Parties	means the Suburban Land Agency and the Developer.
Permitted Substitute Security	means a replacement Security in the form described in clause 4.1.1 provided in accordance with clause 4.1.8 .
Planning Act	means the <i>Planning Act 2023</i> .
Provided Security	means Security provided under clause 4 .
Release Date	within 20 Working Days after the Developer has notified the Suburban Land Agency (with sufficient evidence as required by Suburban Land Agency) of the Developer having complied with all of their obligations under this Deed.
Relevant Agency	means the Territory, the Minister, the Executive, any administrative unit, section or Directorate of the Territory, statutory authority,

utility provider or any other body which has statutory and/or administrative responsibilities in respect of the approval of development of the Land, the Land or any other obligations of the Developer under this Deed.

Security	has the meaning set out in clause 4 of this Deed and includes any Permitted Substitute Security.
Security Amount	means \$60,000.
Specimen Lease	means the specimen lease attached at Annexure B of the Contract for Sale.
Term	as described in clause 2 of this Deed.
Territory	when used: (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).
Territory Plan	means the notifiable instrument created under section 45 of the Planning Act, as amended and varied from time to time.
Working Day	means a day which is not a Saturday, Sunday or public holiday in Canberra, ACT.

1.2. General

In this Deed, unless a contrary intention is expressed:

- (1) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (2) words in the singular include the plural and vice versa;
- (3) headings are for convenience only and do not affect the construction or interpretation of this Deed;
- (4) an obligation imposed on more than one person binds them jointly and severally;
- (5) “person” includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust; and
- (6) the word “include” and any derivation is not to be construed as a word of

limitation.

2. Term

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

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

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.

Assessor Accrediting Organisation (AAO)	means an organisation that accredits NatHERS Assessors.
Building Assessor	has the meaning set out in section 8A of the <i>Construction Occupations (Licensing) Act 2004</i> (ACT).
Car Share Operator	means a company which facilitates a car share scheme, managing membership and all associated costs and responsibilities.
Car Share Space	means a parking space, with line marking and/or signage which indicates is for an authorised Car Share Vehicle.
Car Share Vehicle	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.
Class A Unit	has the meaning set out in section 10 of the <i>Unit Titles Act 2001</i> (ACT).
EV Ready	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.
NatHERS	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.
NatHERS Assessor	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.

Endorsement Letter	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.
Engagement Notice	means a notice issued by the Developer to the Agency under clause 1.7 of this Schedule 4 .
Engagement Plan	initially the Interim Engagement Plan and any replacement or amendment to that document endorsed but the Agency under this Deed.
Interim Engagement Plan	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].
Place Design Brief	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 an 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 is contingent on the Developer complying with an Engagement Plan to the satisfaction of 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, event 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 10 February 2028.

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 1.2.4 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

in accordance with section 127 of the
Corporations Act 2001 (Cth) in the presence
of *

*DELETE whichever is not applicable (see note below)

:

.....
Print name

.....
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

Affix common seal
if required under
constitution

Note:
Date:

Company:

Individual:

Incorporated Association:

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.

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.

Must be signed by the individual Supplier and witnessed.

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.

Attachment D – Description of Changes

Request for Expressions of Interest

1. INSERTION OF SALES AGENT DETAILS

Section 6 has been deleted and replaced as follows:

6. QUESTIONS

- (1) All enquiries are to be forwarded in writing to the Sales Agent who will direct your enquiry to the SLA for a response.
- (2) The Sales Agent is:

Civium (ACT) Pty Ltd

3 Lonsdale Street, Braddon ACT 2612

Andrew Smith (0409 600 471) and Dania Khalil (0406 375 946)
- (3) The information provided in the questions and answers will, at the discretion of the SLA, be provided by Territory agencies or other parties with the required expertise. The SLA makes no warranty or representation as to the accuracy or completeness of the information provided by other agencies or parties.
- (4) All questions must be received by the Sales Agent before 5.00pm AEST on 14 July 2026. Questions received after this time may not be responded to.
- (5) The SLA may clarify or amend the documentation at any time prior to the conclusion of this REOI process.
- (6) The Sales Agent may circulate all questions and answers, addenda or supplementary information by email to persons registered with the Sales Agent without identifying the source of the enquiry.
- (7) The SLA will answer questions submitted in accordance with this section as deemed relevant to this REOI. Answers will not be provided that:
 - a. may disclose confidential information or privileged information;
 - b. may, in the opinion of SLA and the Territory, give an unfair advantage to any Respondent; or
 - c. in the opinion of SLA or the Territory, are not in the best interests of SLA or the Territory to disclose.
- (8) All questions and answers, addenda or supplementary information will be circulated via email to prospective Respondents and made available online.

2. AMENDMENT TO CLAUSE CONCERNING PROPOSED TIMELINE

Section 21(2) has been deleted and replaced as follows:

- (2) This Weighted Assessment Criterion will be weighted at 20 per cent. Responses which will be delivered by 31 December 2028 will be favoured most highly, followed by Responses that will be delivered by 31 December 2030. Responses which will not be delivered until after 31 December 2030 will receive the lowest scores.

3. INSERTION OF DEFINITION OF SALES AGENT

The following definitions are inserted into Part D – Definitions:

Business Day	means a day which is not a Saturday, Sunday or public holiday in Canberra, ACT in accordance with the <i>Holidays Act 1958</i> .
Sales Agent	means the entity set out in section 6(2) of the REOI.

4. INSERTION OF PART F – AML/CTF OBLIGATIONS AND REQUIREMENTS

A new “Part F – AML/CTF Obligations and Requirements” is inserted following “Part E – Terms and Conditions” of the REOI as follows:

PART F – AML/CTF OBLIGATIONS AND REQUIREMENTS

41. DEFINITIONS

(1) The following definitions apply in this Part F and to other Parts of this REOI as applicable:

AML/CTF Laws	means: (a) the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006</i> (Cth) and such regulations and rules as may be enacted for the purposes of that Act from time to time; (b) the <i>Anti-Money Laundering and Counter-Terrorism Financing Rules 2025</i> (Cth); and such regulations and other rules as may be enacted for the purposes of the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006</i> (Cth) from time to time.
AUSTRAC	means the Australian Transaction Reports and Analysis Centre.
CDD Information	has the meaning given in clause 42(3).
PEP	means a politically exposed person, including: (a) a domestic PEP, who is an individual that holds particular offices or positions, ¹ and includes also certain offices of the Commonwealth in a foreign country, or to a public international organisation, to which appointments are made by the Governor-General; ² (b) a foreign PEP, who is an individual who holds a prominent office or position or public function in or for the legislature,

¹ Specifically: member of the legislature of the Commonwealth or a state or territory; member of the governing body of a political party represented in the legislature of the Commonwealth or a state or territory; Governor-General; Governor of a state; Administrator of a territory; Justice of the High Court; Judge of the Federal Court of Australia; Judge of the Supreme Court of a state or territory; accountable authority, or member of the accountable authority, of a Commonwealth entity within the meaning of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act); member of the governing body of a wholly-owned Commonwealth company within the meaning of the PGPA Act; Head (however described) of a department of state or territory, or an agency or authority of a state or territory that has a prominent public function; Head (however described) of a local government council in a state or territory; the chair of the board, chief executive officer or chief financial officer of a company or other incorporated body that's wholly-owned or majority-owned by a state or territory; Chief of the Defence Force, Vice Chief of the Defence Force, Chief of Navy, Chief of Army or Chief of Air Force; officer of the Navy of the rank of Vice Admiral or a higher rank; officer of the Army of the rank of Lieutenant General or a higher rank; officer of the Air Force of the rank of Air Marshal or a higher rank.

² Specifically: Ambassador; High Commissioner; Consul-General; Australian representative; Special representative; Representative; Permanent representative; Chargé d'affaires.

	executive or judiciary of a foreign country;³ and (c) an international organisation PEP, who is an individual entrusted with a prominent public function, position or office of a public international organisation. This includes a head, deputy head or board member in a public international organisation. For example, a head, deputy head or board member of a United Nations body. A PEP is also a family member of an individual listed above, or an individual who is known (based on information that's public or readily available) to have any of the following: (d) joint beneficial ownership of a body corporate or legal arrangement with an individual listed in the above positions; or (e) sole beneficial ownership of a body corporate or legal arrangement on behalf or for the benefit of an individual listed in the above positions any other close business relations with an individual listed in the above positions.
Proscribed Person	means any person or entity who is: (a) proscribed under the <i>Charter of the United Nations Act 1945</i> (Cth) or the <i>Autonomous Sanctions Act 2011</i> (Cth); (b) is in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism; (c) appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; (d) declared or otherwise designated under any law relating to organised crime or gang activity; (e) acts on behalf, or for the benefit of, a person or entity listed above; or closely connected to a person listed above (unless we have expressly agreed that you are not a Proscribed Person despite your connection with a person listed above).
Related Bodies Corporate	has the meaning given in section 50 of the <i>Corporations Act 2001</i> (Cth).
SLA's Solicitor	means the Australian Capital Territory Government Solicitor's Office.

³ Specifically: head of state or head of government; member of the executive council of government; member of a legislature; minister, deputy minister or equivalent office or position; judge of a supreme court, constitutional court or other court of general jurisdiction or last resort; ambassador, high commissioner or charge d'affaires; high ranking military officer; head or board member of a government body; head or board member of a state-owned company or a state-owned bank; member of a governing body of a political party represented in a legislature.

42. AML/CTF AND CUSTOMER DUE DILIGENCE

- (1) The Respondent acknowledges and agrees that the SLA, and any Sales Agent appointed by the SLA under clause 44, are required to comply with the AML/CTF Laws.
- (2) If a Sales Agent is appointed under clause 44, the SLA may be appointed as agent of the Sales Agent for the purposes of conducting customer due diligence in accordance with AML/CTF Laws.
- (3) Upon being notified that it is the Preferred Respondent, and at such other times requested by the SLA, the Preferred Respondent must promptly provide to (as the case may be):
 - a. the SLA;
 - b. the SLA's Solicitor; or
 - c. any appointed Sales Agent or any agent of the Sales Agent appointed,

(**CDD Collector**) all information and documentation reasonably required by the CDD Collector to enable the SLA and any Sales Agent to comply with any applicable obligations under the AML/CTF Laws and the SLA's related compliance procedures (**CDD Information**), including but not limited to:

- d. information to establish and verify the identity of the Preferred Respondent and, where applicable, any beneficial owners, controllers, directors, shareholders or other relevant persons associated with the Preferred Respondent;
 - e. information about whether the Preferred Respondent or any person the SLA considers is associated with the Preferred Respondent, is a Proscribed Person or a PEP;
 - f. evidence of the source of wealth of the Preferred Respondent and the source of funds used to purchase the Property; and
 - g. any other information or documentation reasonably requested by the CDD Collector for the purposes of customer identification, verification or ongoing customer due diligence.
- (4) An indicative list of the information that may be required from the Preferred Respondent under clause 42(3) is provided in Attachment E.
- (5) The Preferred Respondent warrants that all information and documentation provided to a CDD Collector pursuant to this clause 42 is true, correct and complete in all material respects and is not misleading.
- (6) The Preferred Respondent acknowledges and agrees that:
 - a. a CDD Collector may disclose CDD Information to a government agency (including AUSTRAC) if required to comply with their obligations under any laws, including the AML/CTF Laws;
 - b. the SLA may determine that it will not consider the Response any further if the Preferred Respondent fails to provide the information or documentation requested pursuant to this clause 42 within five (5) Business Days of a request from a CDD Collector; and
 - c. the SLA may set aside or exclude the Response if:
 - i. the Preferred Respondent or anyone the Suburban Land Agency considers associated with the Preferred Respondent is a Proscribed Person;
 - ii. any CDD Information provided to a CDD Collector is not adequate, is inconsistent, is not provided to them in a timely manner or if circumstances

otherwise arise that prevent the SLA or the Sales Agent from meeting their obligations under AML/CTF Laws;

- iii. the SLA is not satisfied with the Preferred Respondent's compliance with all applicable laws, regulations or obligations, including the AML/CTF Laws, sanctions laws, arms proliferation laws and laws relating to fraud or other criminal activity; and
- iv. the Preferred Respondent causes a CDD Collector to breach any applicable laws, regulations or obligations, or exposes them to a level of risk relating to money laundering, terrorism financing or arms proliferation that is inconsistent with their policies and procedures for the management of such risks.

- (7) To the maximum extent permitted by law, the SLA, and any Sales Agent appointed under clause 44, will not be liable to the Respondent in any circumstances whatsoever for any cost, expense, loss, claim or damage arising out of, or in connection with, any matter or thing arising out of or in connection with this clause 42.

43. RESERVATION OF RIGHTS – AML/CTF COMPLIANCE AND CDD INFORMATION

- (1) Without limiting any other part of this REOI, the SLA may, in its absolute discretion:
- a. perform financial, criminal records, reference, character checks, and checks for the purposes of complying with AML/CTF Laws, in relation to any Respondent, its partners, associates, or Related Bodies Corporate, subcontractors, officers, and staff (the Respondent may be request to provide reasonable assistance in this regard);
 - b. make any enquiries of any person, company, organisation, or matter related to any Respondent including (but not limited to) confirmation of any information provided by the Respondent in a Response including in respect of the CDD Information;
 - c. seek advice of external consultants to assist in the assessment or review of compliance with the AML/CTF Laws; and
 - d. at its absolute discretion, elect not to consider a Response submitted by a Respondent that does not provide any CDD Information requested by or under this REOI.

44. APPOINTMENT OF A SALES AGENT

- (1) Potential Respondents are advised that the SLA may elect to appoint a Sales Agent for the purposes of brokering the sale of the Crown Lease.
- (2) If a Sales Agent is appointed by the SLA:
- a. potential Respondents may be notified of the identity of the Sales Agent; and
 - b. the Sales Agent will be the only authorised contact person for all matters relating to this REOI from the date of the notice. Any unauthorised contact with any other SLA employees, contractors, agents or consultants from Respondents in connection with this REOI may result in exclusion of the Respondent or a Response from this REOI.

45. NEGOTIATION AND EXCHANGE OF FIRST GRANT CONTRACT

- (1) If a Sales Agent is appointed by the SLA it will be appointed to broker the sale of the Crown Lease including but not limited to:
- a. Conducting negotiations with one or more Respondents;
 - b. Managing AML/CTF Laws compliance matters;
 - c. Managing entry into the First Grant Contract; and/or

- d. Conduct a 'best and final offer process' (**BAFO Process**), in which case the Sales Agent may:
 - i. advise all or some of the Respondents of the terms and conditions of a 'best and final offer' process;
 - ii. request that the Respondent provide their 'best and final offer';
 - iii. evaluate whether a 'best and final offer' represents an acceptable commercial offer for the Land, taking into account the Reserve Price, the Respondent's price, terms of payment, and risk; and
 - iv. invite a Respondent to enter into negotiations to reach agreement and enter into the First Grant Contract on the basis of its 'best and final offer'.

5. NEW ATTACHMENT E – INDICATIVE CDD INFORMATION

A new “Attachment E – Indicative CDD Information” is inserted after “Attachment D – Response Form”

ATTACHMENT E INDICATIVE CDD INFORMATION

This Attachment E contains an indicative list of CDD Information that a Preferred Respondent may be required to provide to a CDD Collector pursuant to clause 42 of Part F of this REOI.

1. INFORMATION TO BE PROVIDED BY ALL RESPONDENTS

Politically Exposed Persons (PEP)	
Is any individual (including any beneficial owner) connected with the response to this Response Form, or the Respondent, a Politically Exposed Person for the purposes of the AML/CTF Laws?	[INSERT DETAILS]

2. INFORMATION TO BE PROVIDED DEPENDING ON ENTITY TYPE

(1) Respondent is a body corporate, partnership, unincorporated association	
1	Full name
2	Any business name (where different to the full name)
3	Any other names by which the Respondent is known
4	A unique identifier (if any has been given e.g. ACN, ABN etc.)
5	Address of the principal place of business or operations
6	Address of any registered office
7	Evidence of the existence of the body corporate, partnership, unincorporated association
8	Information about the powers that bind and govern the body corporate, partnership, unincorporated association
9	The full name, and if applicable director identification number, of the individual, or each member of the group of individuals, with primary responsibility for the governance and executive decisions of the Respondent (e.g. for a company, the names of the directors, for a partnership, the names of the partners).
10	Information about: • general commercial activity or sector in which the entity operates (e.g. real estate developer, law firm, food services, real estate agency etc.); • kinds of products and services offered by the business; and • if not engaged in commercial activity, the purpose of the corporate body, partnership, unincorporated association (e.g. being set up for managing personal assets, or a social or charitable purpose such as a tennis club or wildlife rescue association)

11	Identity of any beneficial owner of the body corporate, partnership, unincorporated association, meaning an individual who: (a) ultimately owns (either directly or indirectly) 25% or more of the body corporate, partnership, unincorporated association; or (b) controls (either directly or indirectly) the body corporate, partnership, unincorporated association. See information required for Individuals in table 2(3) of this Attachment E.
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(2) Respondent is a trust (i.e. trust or equivalent foreign legal arrangement)	
1	Full name
2	Kind of trust or equivalent (e.g. discretionary trust, fixed trust, unit trust)
3	Any business names
4	Any other names by which the Respondent is known
5	A unique identifier (if any has been given e.g. ACN, ABN etc.)
6	Address of the principal place of business or operations
7	Evidence of the trust's existence (e.g. provision of the trust deed and any variation deeds or equivalent instrument such as a will or letter of administration)
8	Information about powers that bind and govern the trust (refers to the trust deed or other legal authority that defines the governance and running of the trust; examples of defined roles include trustees, appointors, settlors, protectors, guardians, office holders and beneficiaries.
9	The full name of the individual(s) with primary responsibility for governance and executive decisions
10	Information about: - the general commercial activity or sector in which the trust operates (e.g. real estate development, wealth management, legal services, remitting money, superannuation administration or self-managed super fund); - if not engaged in commercial activity, the purpose of the trust – including being set up for managing personal assets, or a social or charitable purpose such as a tennis club or wildlife rescue association; - the reasons the trust is seeking to purchase the land; - the identity of each beneficiary of the trust or equivalent; or - if the nature of the trust or equivalent means it is not possible to identify each beneficiary, a description of each class of beneficiary.
11	Information about the identity of the trustees of the trust – see information required for Individuals in table 2(3) of this Attachment E.
12	Identity of any beneficial owner of the trust, meaning an individual who: (a) ultimately owns (either directly or indirectly) 25% or more of the trust; or (b) controls (either directly or indirectly) the trust. See information required for Individual Respondents in table 2(3) of this Attachment E.

(3) Where information is required about an individual (beneficial owner or trustee)	
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1	Full name
2	Other names(s) if any by which the individual is known
3	Date of Birth
4	Residential Address
5	A unique identifier (if any e.g. passport, driver's licence or foreign national identity number)
6	Occupation

Specimen Contract

1. INSERTION OF AML CLAUSE

A new clause 49 is inserted as follows:

49 ANTI MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING ACT

49.1 In this clause 49, the following definitions apply:

(a) **AML/CTF Laws** means:

- (i) the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth);
- (ii) the *Anti-Money Laundering and Counter-Terrorism Financing Rules 2025* (Cth); and
- (iii) such regulations and other rules as may be enacted for the purposes of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) from time to time;

(b) **CDD Information** has the meaning given in clause 49.2.

(c) **PEP** means a politically exposed person, including:

- (i) a domestic PEP, who is an individual that holds particular offices or positions,⁴ and includes also certain offices of the Commonwealth in a foreign country, or to a public international organisation, to which appointments are made by the Governor-General;⁵

⁴ Specifically: member of the legislature of the Commonwealth or a state or territory; member of the governing body of a political party represented in the legislature of the Commonwealth or a state or territory; Governor-General; Governor of a state; Administrator of a territory; Justice of the High Court; Judge of the Federal Court of Australia; Judge of the Supreme Court of a state or territory; accountable authority, or member of the accountable authority, of a Commonwealth entity within the meaning of the Public Governance, Performance and Accountability Act 2013 (PGPA Act); member of the governing body of a wholly-owned Commonwealth company within the meaning of the PGPA Act; Head (however described) of a department of state or territory, or an agency or authority of a state or territory that has a prominent public function; Head (however described) of a local government council in a state or territory; the chair of the board, chief executive officer or chief financial officer of a company or other incorporated body that's wholly-owned or majority-owned by a state or territory; Chief of the Defence Force, Vice Chief of the Defence Force, Chief of Navy, Chief of Army or Chief of Air Force; officer of the Navy of the rank of Vice Admiral or a higher rank; officer of the Army of the rank of Lieutenant General or a higher rank; officer of the Air Force of the rank of Air Marshal or a higher rank.

⁵ Specifically: Ambassador; High Commissioner; Consul-General; Australian representative; Special representative; Representative; Permanent representative; Chargé d'affaires.

- (ii) a foreign PEP, who is an individual who holds a prominent office or position or public function in or for the legislature, executive or judiciary of a foreign country;⁶ and
- (iii) an international organisation PEP, who is an individual entrusted with a prominent public function, position or office of a public international organisation. This includes a head, deputy head or board member in a public international organisation. For example, a head, deputy head or board member of a United Nations body.

A PEP is also a family member of an individual listed above, or an individual who is known (based on information that's public or readily available) to have any of the following:

- (iv) joint beneficial ownership of a body corporate or legal arrangement with an individual listed in the above positions;
- (v) sole beneficial ownership of a body corporate or legal arrangement on behalf or for the benefit of an individual listed in the above positions; or
- (vi) any other close business relations with an individual listed in the above positions.

(d) **Proscribed Person** means any person or entity who:

- (i) is proscribed under the *Charter of the United Nations Act 1945* (Cth) or the *Autonomous Sanctions Act 2011* (Cth);
- (ii) is in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
- (iii) appears in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction;
- (iv) is declared or otherwise designated under any law relating to organised crime or gang activity;
- (v) acts on behalf, or for the benefit of, a person or entity listed above; or
- (vi) is closely connected to a person listed above (unless the Seller has expressly agreed that the Buyer is not a Proscribed Person despite the Buyer's connection with a person listed above).

(e) **Seller's Estate Agent** means Civium (ACT) Pty Ltd ABN 75 604 557 879

49.2 As at the Date of this Contract, before the Date of this Contract, and at such other times reasonably requested by (as the case may be):

- (a) The Seller;
- (b) The Seller's Solicitor;
- (c) The Seller's Estate Agent (if appointed) or any agent of the Seller's Estate Agent appointed for the purposes of compliance with the AML/CTF Laws;

⁶ Specifically: head of state or head of government; member of the executive council of government; member of a legislature; minister, deputy minister or equivalent office or position; judge of a supreme court, constitutional court or other court of general jurisdiction or last resort; ambassador, high commissioner or charge d'affaires; high ranking military officer; head or board member of a government body; head or board member of a state-owned company or a state-owned bank; member of a governing body of a political party represented in a legislature.

(**CDD Collector**), the Buyer must promptly provide to the CDD Collector all information and documentation reasonably required by the CDD Collector to enable the Seller and the Seller's Estate Agent (if appointed) to comply with any applicable obligations under the AML/CTF Laws and the Seller's related compliance procedures (**CDD Information**), including but not limited to:

- (d) information to establish and verify the identity of the Buyer and, where applicable, any beneficial owners, controllers, directors, shareholders or other relevant persons associated with the Buyer;
- (e) information about whether the Buyer or any other person the CDD Collector considers is associated with the Buyer, is a Proscribed Person or a PEP;
- (f) evidence of the source of wealth of the Buyer, and the source of funds to be used to complete the purchase of the Property; and
- (g) any other information or documentation reasonably requested by the CDD Collector for the purposes of customer identification, verification or ongoing customer due diligence.

49.3 The Buyer warrants that all information and documentation provided to the CDD Collector pursuant to this clause 49 is true, correct and complete in all material respects and is not misleading.

49.4 The Buyer acknowledges and agrees that:

- (a) the CDD Collector may disclose CDD Information to a government agency (including AUSTRAC) if required to comply with their obligations under any laws, including AML/CTF Laws;
- (b) the Seller may delay Completion if the Buyer fails to provide the information or documentation requested pursuant to clause 49.2 within five (5) Working Days of the request, and any such delay will not constitute a breach by the Seller of this Contract;
- (c) the Seller may terminate this Contract, and the Deposit will be refunded to the Buyer, if:
 - (i) the Buyer is a Proscribed Person;
 - (ii) any CDD Information provided to a CDD Collector is not adequate, is inconsistent, is not provided to us in a timely manner or if circumstances otherwise arise that prevent the Seller from meeting its obligations under AML/CTF Laws;
 - (iii) the Seller is not satisfied with the Buyer's compliance with all applicable laws, regulations or obligations, including AML/CTF Laws, sanctions laws, arms proliferation laws and laws relating to fraud or other criminal activity; and
 - (iv) the Buyer causes the Seller or the Seller's Estate Agents to breach any applicable laws, regulations or obligations, or exposes it to a level of risk relating to money laundering, terrorism financing or arms proliferation that is inconsistent with its policies and procedures for the management of such risks; and
- (d) except in relation to any breach of a statutory duty on the part of the Seller, the Seller's Solicitor and Seller's Estate Agent, the Buyer must not make any claim against the Seller, the Seller's Solicitor and the Seller's Estate Agent by reason of any matter arising out of or in connection with this clause 49.

49.5 The Buyer indemnifies and will keep indemnified the Seller against all losses, costs, expenses, damages, claims, demands, actions and liabilities suffered or incurred by the Seller arising from or in connection with any breach by the Buyer of this clause 49 or any failure by the Buyer to provide accurate, complete or timely information or documentation as required under this clause 49,

provided that this indemnity does not extend to any loss, cost, expense, damage, claim, demand, action or liability to the extent that it is caused by or contributed to by any act or omission of the Seller or its agents, and provided further that the Seller must take all reasonable steps to mitigate any loss, cost, expense, damage, claim, demand, action or liability for which it seeks to be indemnified under this clause.

49.6 This clause 49 will not merge on Completion but will continue in full force and effect.

Project Delivery Deed

1. AMENDMENT OF CONTRIBUTION DEADLINE DATE

Clause 1.1 of Schedule 6 ("Contribution Payment") is amended as follows:

Contribution means 10 February 2028.
Deadline Date

2. AMENDMENT TO CLAUSE 1.2.5 OF SCHEDULE 6

Clause 1.2.5 of Schedule 6 is amended as follows:

1.2.5 For the avoidance of doubt, the Developer may make a request under clause 1.2.4 after the Contribution Deadline Date.