

Assessment Officer
Territory Planning Authority
ACT Government
GPO Box 158
Canberra ACT 2601
Via:

Dear Assessment Officer,

This letter has been prepared by Purdon Planning on behalf of the Developer (Hellenic Property Investments), as a formal response to the requirements of the Concept Delivery Deed between the Suburban Land Agency (SLA) and the Developer. The purpose of this letter is to clarify matters outlined in the Deed, and demonstrate how the proposed development aligns with the intent, objectives, and delivery obligations established by the SLA.

This submission includes an Endorsement Letter provided by the SLA in support of the proposal.

We trust that this submission provides sufficient detail to enable assessment of the matters raised under the Concept Delivery Deed. Should you require any clarification in relation to the contents of this letter or the accompanying documentation, please do not hesitate to contact Purdon Planning on (02) 6257 1511.

Regards,

Purdon
2025



CLAUSE	CONDITION	RESPONSE
1.2	<p>General</p> <p>In this Deed, unless a contrary intention is expressed:</p> <p>(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;</p> <p>(2) words in the singular include the plural and vice versa;</p> <p>(3) headings are for convenience only and do not affect the construction or interpretation of this Deed;</p> <p>(4) an obligation imposed on more than one person binds them jointly and severally;</p> <p>(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</p> <p>(6) the word "include" and any derivation is not to be construed as a word of limitation.</p>	Noted
2	Term	
2.1.1	<p>The Term of this Deed commences on the Deed Date and continues until the earlier of:</p> <p>(1) the fulfilment of all of the Parties' obligations under this Deed; or</p> <p>(2) the termination of this Deed by either Party in accordance with its terms; or</p> <p>(3) 10 years from the date of Completion.</p>	Noted
3	Design and Development Outcomes	
3.1.1	<p>The Developer must design and construct all buildings on the Land consistent with:</p> <p>(1) all applicable laws;</p> <p>(2) the Tender Concepts;</p> <p>(3) Place Design Brief; and</p> <p>(4) the terms and conditions contained in this Deed.</p>	Noted
3.1.2	<p>To the extent of any inconsistency between sub-clauses 3.1.1(1)-(4), 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.</p>	Noted
4	Security	
4.1.1	<p>As security for the performance of the Developer's obligations under this Deed the Developer must provide to the 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:</p>	Noted.



	<p>(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 Agency;</p> <p>(2) a bank cheque in favour of the Agency; or</p> <p>(3) an insurance bond from an Australian institution that satisfies the Minimum Rating and on terms acceptable to the Agency.</p>	
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 Agency no less than 5 Working Days prior to the Date for Completion. The Agency may advise the Developer in writing prior to Completion the bank guarantee or insurance bond is not acceptable to the Agency providing reasons why the bank guarantee or insurance bond is unacceptable.	Noted
4.1.3	If notified the bank guarantee or insurance bond is not acceptable by the Agency, the Developer must provide an acceptable bank guarantee or insurance bond to the Agency prior to Completion, or pay the Security by bank cheque in favour of the Agency on Completion.	Noted
4.1.4	The Parties have agreed the sum of the Security represents a genuine pre-estimate of the loss of the Agency if this Deed is terminated by the Agency as a result of the Developer failing to comply with its obligations under this Deed.	Noted
4.1.5	<p>If the Developer breaches any of its obligations under this Deed, the Agency may, without notice to the Developer, call on the Security for all costs or losses reasonably incurred by the 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 Agency:</p> <p>(1) carrying out their respective obligations; and/or</p> <p>(2) enforcing their respective rights under this Deed.</p>	Noted
4.1.6.	If the Agency calls on the Security, the Developer must within 5 Working Days of notice by the Agency (in respect of which time is of the essence), renew the Security to the Security Amount and provide the same to the Agency.	Noted
4.1.7	<p>The Developer agrees, if:</p> <p>(1) the Developer has not performed its obligations under this Deed within 10 years of the date of Completion; or</p> <p>(2) this Deed is terminated under clause 13.1,</p> <p>the Developer releases the Security and any amount payable under the Security absolutely to the Agency.</p>	Noted
4.1.8	On the Release Date, to the extent that the Agency has not called on or is not entitled to call on the Security under clause 4.1.5, the	Noted



	Agency will release to the Developer the Security (or the balance of the Security, ifpa11 ofit 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 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.	Noted
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 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.	Noted
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 Agency.	Noted
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 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.	Noted
4.1.13	Where, following the 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 Agency, the 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.	Noted
	Subject to the rights given under this clause, if the Developer disputes the 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 Agency having recourse to the proceeds of the Security.	Noted
4.1.15	If the Agency makes a call on the Security, the Agency: (1) does not hold the amount received under the call on trust for the Developer;	Noted



	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 Agency from making any call on the Security; or (2) the issuer of the Security from complying with any such call.	Noted
	The Developer agrees that damages will be an adequate remedy if the Agency makes any call on the Security which it is not entitled to make.	Noted
	<p>If the Developer wishes to replace the Provided Security with a Permitted Substitute Security:</p> <p>(1) the Developer may request the Agency to accept the Permitted Substitute Security in place of the Provided Security;</p> <p>(2) the Agency will not unreasonably refuse to accept the Permitted Substitute Security in place of the Provided Security;</p> <p>(3) the Developer will pay to the Agency on demand all reasonable costs incurred by the Agency in relation to the substitution of the Permitted Substitute Security for the Provided Security;</p> <p>(4) upon the Developer delivering the Permitted Substitute Security to the Agency:</p> <p>(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;</p> <p>(b) the Permitted Substitute Security is then the "Security" for the purposes of this Deed; and</p> <p>(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</p> <p>(5) the Agency will promptly, after its receipt of the Permitted Substitute Security, release to the Developer the Provided Security (to the extent that the Agency has not called on, or is not entitled to call on, the Provided Security).</p>	Noted
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.	Noted
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 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.	Noted
4.2.3	This Deed may be pleaded as a bar to any proceedings brought by the Developer against the Territory, Authority or Agency in respect of any costs or losses suffered by the Developer in connection with	Noted



	the 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 Agency is not responsible for meeting any part of those costs.	Noted
5.1.2	<p>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:</p> <p>(1) requirements of the Agency under this Deed or Contract for Sale or any subsequent variations to those documents agreed between the Parties;</p> <p>(2) any required changes to any Development Application that the Authority or any Relevant Agency requires during the Development Approval process; or</p> <p>(3) any changes that the Developer initiates.</p>	Noted
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 Agency requires that change.	Noted
5.2	Approvals of Relevant Agencies	
5.2.1	<p>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:</p> <p>(1) approved Development Applications for all improvements within the Land; and</p> <p>(2) any other Approvals required to fulfill the obligations of this Deed.</p>	Noted
6	Sale of property	
	<p>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:</p> <p>(1) the Disponee is first approved by the Agency;</p> <p>(2) the terms of any agreement to sale or assignment (Disposition) are first approved by the Agency;</p>	Noted



	<p>(3) the Donee has entered into a deed, on terms approved by Agency, that the Donee 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 Donee were party to this Deed from its making; and</p> <p>(4) on or prior to the Disposition:</p> <p>(a) the Developer authorises Agency to hold the Security (as from the time of the Disposition) as if it had been provided by the Donee; or</p> <p>(b) the Donee provides substitute Security to Agency, in which case 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 Agency has not called on, or is not entitled to call on, that Security).</p>	
6.1.2	On completion of any Disposition for which Agency consent is required under this clause, the Developer must pay to Agency the amount (if any) by which the price payable by the Donee for the property exceeds the price paid by the Developer to Agency for the Crown Lease.	Noted
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:	Noted
	<p>(a) the Developer ensures that any such agreement is subject to and conditional upon the Developer performing its obligations under this Deed; and</p> <p>(b) each such agreement includes a condition to that effect.</p>	
6.1.4	The Developer must promptly, at the request of Agency, provide such details as 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.	Noted
6.1.5	This clause 6 does not apply:	Noted
	<p>(a) to a mortgagee exercising a power of sale; or</p> <p>(b) to a liquidator or receiver exercising powers under the Corporations Act 2001 (Cth).</p>	
7	Construction completion	
7.1.1	The Developer must, within 48 months after Completion:	Noted
	<p>(1) complete construction of a development on the Land; and</p> <p>(2) obtain a Compliance Certificate.</p>	
8	Indemnity	
8.1.1	The Developer indemnifies the Agency and shall keep it indemnified from and against any Claim, expense, costs, loss or damage suffered by the Agency arising out of any failure by the Developer to perform its obligations under this Deed.	Noted
8.1.2	The Developer indemnifies the Territory and the Agency and their respective employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or	Noted



	death to persons or property caused by the Developer, in connection with the performance of its obligations under this Deed, except to the extent that the Territory or Agency (as applicable) caused the relevant loss, damage or injury. The indemnities in this Deed are continuing obligations, independent from the other obligations of the parties under this Deed and continue after this Deed ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this Deed	
9	Preservation of the Agency's rights and Developer's obligations	Noted
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 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.	Noted
10	Developer's representations and warranties	
10.1	Representations and Warranties by the Developer	
10.1.1	<p>The Developer represents and warrants to the Agency that:</p> <p>(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;</p> <p>(2) the Developer it is authorised to execute this Deed and comply with all obligations under this Deed;</p> <p>(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;</p> <p>(4) it is aware of and will comply with its obligations under the Work Health and Safety Act 2011 (ACT); and</p> <p>(5) it is aware of and will comply with its obligations under the Building Act 2004 (ACT) and the Building Code of Australia;</p> <p>(6) it has in full force and effect all authorisations necessary to enter into and perform its obligations in accordance with this Deed;</p> <p>(7) it has power to enter into and perform its obligations in accordance with this Deed, to undertake the matters or transactions which those documents contemplate will be carried out by it and to carry on its business, and the entry into of each such document is a proper exercise of power;</p> <p>(8) its obligations under the Deed are valid and binding and are enforceable against it and in accordance with their respective terms subject to the availability of equitable remedies and, to the extent applicable, laws relating to the enforcement of creditors' rights;</p>	Noted



	<p>(9) its execution, delivery and performance of the obligations under the Crown Lease in accordance with this Deed and the matters to be undertaken by it under each of them will not:</p> <p>(a) violate its constitution, or</p> <p>(b) cause a limitation on its powers or the powers of its officers to be exceeded; and</p> <p>(10) at the date of this Deed, no litigation (which has not been disclosed to the Agency in writing prior to the date of this Deed), arbitration, tax claim, dispute or administrative or other proceeding has been commenced or, to its knowledge, threatened against it which will have a material adverse effect upon it or its ability to perform its financial or other obligations under any development documentation to which it is expressed to be a party.</p>	
10.2	Representations and Warranties by the Agency	
	<p>The Agency makes the following continuing representations and warranties for the benefit of the Developer:</p> <p>(1) it has all necessary power and holds all authorisations necessary to enter into and perform its obligations in accordance with this Deed;</p> <p>(2) its execution, delivery and performance of this Deed does not:</p> <p>(a) violate its constituent legislation; or</p> <p>(b) cause a limitation on its powers or the powers of its officers to be exceeded; and</p> <p>(3) at the date of this Deed, no litigation (which has not been disclosed to the Developer in writing prior to the date of this Deed), arbitration, tax claim, dispute or administrative or other proceeding has been commenced or, to its knowledge, threatened against it which will have a material adverse effect upon it or its ability to perform its financial or other obligations under this Deed.</p>	Noted
11	Costs and expenses	
11.1.1	<p>The Developer must pay to the Agency within 10 Working Days after demand all of the Agency's reasonable costs and expenses of or relating to any exercise or attempted exercise or the preservation of any of the Agency's rights under this Deed.</p>	Noted
11.1.2	<p>Subject to clause 11.1.1, the Developer and the Agency must bear:</p> <p>(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</p> <p>(2) the costs associated with their performance of their obligations under this Deed.</p>	Noted
12	Set-off	



12.1	The Developer may not raise any set-off, counterclaim or defence in connection with its liabilities under this Deed.	Noted
13	Default and Termination	
13.1	Termination by the Agency	Noted
13.1.1	<p>The Agency may terminate this Deed, at any time by notice to the Developer, if:</p> <p>(1) the Contract for Sale is terminated; or</p> <p>(2) the Developer permanently abandons the development of the Land; or</p> <p>(3) the Developer is the subject of an Insolvency Event; or</p> <p>(4) the Developer is in breach of a provision of this Deed, where that breach:</p> <p>(a) if capable of being remedied, is not remedied within 20 Working Days of receipt of written notice specifying the default; or</p> <p>(b) is not capable of being remedied.</p> <p>(5) fails to perform any obligation under this Deed (if remediable) and the Developer does not commence to remedy such default to the reasonable satisfaction of the Agency within thirty (30) Business Days of receipt of written notice specifying the default; or</p> <p>(6) fails to remedy a default, which is the subject of a written notice, to the satisfaction of the Agency within such period of time as specified in the notice;</p> <p>(7) abandons the development of the Land for more than 60 days</p>	Noted
13.1.2	If a breach by the 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 Agency may not exercise any of the rights and remedies otherwise given to it under clause 13.1.1 until the Agency has remedied the breach of its obligation.	Noted
13.2	Termination by the Developer	
13.2.1	Subject to the terms of this Deed, if the Agency defaults in a material respect in the performance of any of its material obligations under this Deed and the 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.	Noted
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 Agency or delays or prevents the Agency's ability to remedy such an event, and if the default may be remedied, the Developer may not exercise any	Noted



	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 Agency	
13.3.1	<p>Where the Agency terminates this Deed under clause 13.1, the Agency, the Territory and/or the Authority may impose restrictions or prohibitions on the participation of:</p> <p>(1) the Developer;</p> <p>(2) any "associated entity" (as defined in Corporations Act 2001 (Cth) - see section 9 and 50AAA) of the Developer; and</p> <p>(3) any Person that the Agency considers (in its absolute discretion) colluded with, encouraged or facilitated the failure to comply by the Developer,</p> <p>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.</p>	Noted
13.3.2	The Developer agrees it will raise no objection and will not take any action against the 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.	Noted
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.	Noted
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.	Noted
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	Noted
14.1.3	A Party may change its Representative by notice to the other Party given in accordance with clause 14.2.	Noted
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	Noted



	<p>to the Party or its Representative. A notice will be deemed to have been given:</p> <p>(1) if delivered by hand, on delivery;</p> <p>(2) if sent by prepaid mail, on the expiration of 2 Working Days after the date on which it was sent; or</p>	
	<p>If sent by electronic mail, on whichever of the following occurs first:</p> <p>(a) the other Party's acknowledgement of receipt by any means;</p> <p>(b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address;</p> <p>(c) the expiration of 2 Working Days after the date on which it was sent without receipt of a notification that the delivery failed,</p> <p>and if given in two or more ways, on the first of paragraphs (1) to (3) occurring.</p>	Noted
14.2.2	A Party's Representative may give a notice, claim or authority on behalf of that Party.	Noted
15	Governing law and jurisdiction	
15.1.1	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.	Noted
15.1.3.	No legal interpretation applies to the disadvantage of any party on the basis that the party provided the Deed, or any part of it.	Noted
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.	Noted
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.	Noted
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.	Noted
17.2	Assignment	
17.2.1	The Developer may not assign its rights under this Deed without the consent of the Agency which may give or withhold its consent in its	Noted



	absolute discretion and subject to any conditions it may see fit, including the provision of financial security by the proposed assignee.	
17.2.2	<p>Unless otherwise provided for in this Deed or Crown Lease in respect of the Land (including the Deed of Agreement if applicable), the Developer must not:</p> <p>(1) assign, sell, novate, transfer, mortgage or charge, create or allow to exist any security interest over, or otherwise deal with all or any part of its interest in any part of the Land or any rights or obligations under this Deed; or</p> <p>(2) lease, license, surrender, dispose of, part with possession of, or otherwise deal with its interest in any part of the Land;</p> <p>without the consent of the 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.</p>	Noted
17.2.3	Despite clause 17.2.2, the consent of the Agency is not required if the Developer mortgages or charges, or creates or allows to exist any security interest over, the Land or any part of the Land for the purpose of obtaining finance for the development of the Land contemplated by this Deed.	Noted
17.3	Change in control	
17.3.1	<p>The Developer must not allow or suffer at any time:</p> <p>any change in Control; or</p> <p>(2) a change in the manager, trustee or responsible entity,</p> <p>of the Developer or any of them, without the consent of the 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 any party or other entity.</p>	Noted
17.4	Force Majeure	
17.4.1	<p>Subject to clause 17.4.2, if either party is unable, wholly or in part, by reason of a Force Majeure event, to carry out any obligation in accordance with the time specified under this Deed and the party:</p> <p>(1) gives the other party prompt notice of that Force Majeure event with reasonably full particulars and, insofar as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation; and</p> <p>(2) uses all reasonable endeavours to overcome that Force Majeure event as quickly as possible</p> <p>then the party shall be relieved of any liability which would otherwise arise as a result of such inability and/or any consequent</p>	Noted



	default or breach which may (but for this clause) arise either pursuant to this Deed or at law and (where relevant) the time for compliance with the relevant and consequential obligations is extended by the period of the delay attributable to the Force Majeure event.	
17.4.2	If, after ninety (90) days the Force Majeure event continues, the parties must meet to discuss the situation and endeavour to achieve a mutually satisfactory resolution of the problem.	Noted
17.5	Costs	
17.5.1	Each party must bear: (1) its own costs, including professional costs and disbursements, associated with the preparation and execution of this Deed and any subsequent consent, agreement, approval or waiver under this Deed or amendment of it; and (2) unless the context otherwise provides, the costs associated with the performance of its obligations under this Deed	Noted
17.5.2	The Developer must bear any stamp duty payable on this Deed and the Crown lease (including fines and penalties to the extent they are not imposed due to the fault of the Agency).	Noted
17.6	GST	
17.6.1.	Unless otherwise stated all amounts payable by one party to the other party under this Deed are exclusive of GST.	Noted
17.6.2.	A recipient of a taxable supply made under this Deed must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST law to the recipient.	Noted
17.6.3.	A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.	Noted
17.6.4	Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this Deed.	Noted
17.6.5	Despite anything to the contrary, the GST treatment for the supply of the following is dealt with under clause 25 and clause 52 of the Contract for Sale: (1) the Crown Lease; and/or (2) any off-site works provided by the Developer including the Buyer's Works (as defined in the Contract for sale).	Noted
17.7	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.	Noted
17.8	Further assurance	Noted



	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.	
17.9	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.	Noted
17.10	Counterparts This Deed may be executed in a number of counterparts and all such counterparts taken together will be deemed to constitute one and the same agreement.	Noted
17.11	Australian Currency and measurements	
17.11.1	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.	Noted
17.11.2	All measurements of physical quantities will be in Australian legal units of measurements in accordance with the National Measurement Act 1960 (Cth).	Noted
17.12	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.	Noted
17.13	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.	Noted
18	Schedules	
18.1.1	The Schedules set out additional specific obligations and requirements which the Developer must comply with.	Noted
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.	Noted



Schedule 2

2	Design Documents	
2.1	Process for Endorsement of Design Documents	
2.1.1.	The Developer must not submit or purport to submit any Design Document to the Authority that does not have an Endorsement Notice.	Noted.
2.1.2.	The Developer must submit Design Documents to the Agency: (1) in a form and format specified by the Agency acting reasonably; and (2) with all drawings to be fully annotated at a scale of 1:200, or if necessary 1:50 and 1:20, showing articulation elements details (balconies, lobbies, pergolas entries and like elements), materials, finishes and colours, so that the details and materiality of the external facades are clearly documented.	Noted.
2.1.3	The Developer must, no later than 12 months from the date of this Deed, submit to the Agency the Draft DA for the Agency's approval.	Noted.
2.2	Landscape Masterplan	
2.2.1	The Developer must prepare a draft Landscape Master Plan (within the section boundaries) as part of each of the: (1) Concept DA; (2) Pre-Approval DA; and (3) Draft DA.	Landscape Masterplan has been submitted as part of the DA set.
2.2.2.	The Developer acknowledges that heights, levels, finishes and interfaces at the boundaries of the Land: (1) must be set out in each draft of the Landscape Master Plan; (2) are subject to approval by the Agency; and (3) the Developer must amend any Concept DA, Pre-Approval DA and/or Draft DA to comply with any direction of the Agency in respect of such heights, levels, finishes and interfaces.	Noted. This has been reflected in the submitted drawing set.
2.3	Affordable Housing Location	
2.3.1	Each Design Document must identify, to the reasonable satisfaction of the Agency, the location, configuration and estimated net liveable area of each Affordable Housing Dwelling proposed by the Developer.	Affordable housing has been provided as part of the DA submission.
2.4	Community and Stakeholder Engagement	
2.4.1	From the commencement of this Deed the Developer must comply with the Engagement and Placemaking Plan.	Noted and actioned. Refer to attached Engagement Reports.
2.4.2.	The Developer must undertake community and stakeholder engagement according to the CDD Roadmap and the Engagement and Placemaking Plan.	Noted and actioned.
2.4.3.	The Developer acknowledges the Interim Engagement and Placemaking Plan is temporary only.	Noted.



2.4.4	The Developer must serve on the Agency a proposed amended Engagement and Placemaking 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.	Noted and actioned.
2.4.5.	The Developer may serve on the Agency a further proposed amended Engagement and Placemaking 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 improvements on the Land.	Noted and actioned.
2.4.6.	<p>The Agency must endorse or reject the proposed amended Engagement and Placemaking Plan, served on it within 15 Working Days and must notify the Developer where it:</p> <p>(1) endorses the proposed Engagement and Placemaking Plan , that it does so; or</p> <p>(2) does not endorse the proposed Engagement and Placemaking Plan, provide:</p> <p>(a) notice it does not endorse the proposed Engagement and Placemaking Plan;</p> <p>(b) any reasons for refusing to endorse it; and</p> <p>(c) written comments to the Developer on the content of the proposed Engagement and Placemaking Plan, including any alterations or amendments required.</p>	Noted and actioned.
2.4.7.	If the Agency notifies the Developer, it does not endorse the proposed Engagement and Placemaking Plan, the Developer must submit a revised proposed Engagement and Placemaking Plan to the Agency for further review within fifteen (15) Working Days of receipt of the comments.	Noted and actioned.
2.4.8.	The parties agree that the process set out in clauses 2.4.4 - 2.4.7 in this Schedule shall continue until the Agency is satisfied the proposed Engagement and Placemaking 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).	Noted.
2.4.9.	If the Agency endorses a proposed Engagement and Placemaking Plan, that document shall be the Engagement and Placemaking Plan, from the date of endorsement and the former Engagement and Placemaking Plan will no longer apply.	Noted and Updated.
2.5	Engagement Notice	
2.5.1.	The Developer must serve an Engagement Notice on the Agency prior to serving and Design Document on the Suburban Land Agency and at any times specified in the Engagement and Placemaking Plan.	Each stage of Engagement received signed engagement notice from the Suburban Land Agency.
2.5.2.	The Agency is not obliged to consider any Design Document or variation of a Design Document submitted by the Developer where, in the opinion of the Agency, the Developer has not complied with the requirements of clause 2.5 in this Schedule in respect of any Engagement Notice that the Agency considers the Developer should have served on the Agency prior to the Developer serving that Design Document, or variation of a Design Document.	Noted and actioned.



2.5.3	An Engagement Notice must	
	<p>(1) state the Developer has, in its opinion, complied with the Engagement and Placemaking Plan in respect of the stage, event or milestone in the Engagement and Placemaking Plan which is the subject of the Engagement Notice;</p> <p>(2) annex a report in respect of the design of improvements on the Land the subject of the Engagement Notice which:</p> <p>(a) summarises each requirement of the Engagement and Placemaking Plan the Developer was obliged to undertake;</p> <p>(b) summarises feedback received from all parties in respect of this requirement; and</p> <p>(c) outlines how the related Design Document addresses and reflects such feedback;</p> <p>(3) annex a record of relevant documents that the Developer relies on as evidence of compliance with the Engagement and Placemaking Plan in respect of the stage, event or milestone in the Engagement and Placemaking Plan which is the subject of the Engagement Notice including relevant:</p> <p>(a) agendas of meetings, events and other community engagements;</p> <p>(b) attendance records from meetings, events and other community engagement held by the Developer with parties including community groups; and</p> <p>(c) minutes or summary outcomes report of meetings, events and other engagement.</p>	Noted and actioned.
2.5.4.	The Agency will consider the Engagement Notice and advise the Developer in writing within ten (10) Business Days whether the Agency accepts the Developer has undertaken all aspects of the Engagement and Placemaking Plan to its reasonable satisfaction (including achievement of relevant deliverables) of the stage, event or milestone in the Engagement and Placemaking Plan which is the subject of the Engagement Notice.	Noted and actioned.
2.5.5.	If the Agency does not accept the Developer has undertaken all aspects of the Engagement and Placemaking Plan to its reasonable satisfaction (including achievement of relevant deliverables) in respect of the stage, event or milestone in the Engagement and Placemaking 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 ten (10) Business Days of receipt of the relevant Engagement Notice from the Developer.	Noted and actioned.
2.5.6.	If a notice issued by the Agency requires the Developer to undertake any further matters in respect of the Engagement and Placemaking 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.	Noted and actioned.
2.6.	Endorsement of Design Documents by the Agency	



2.6.1.	The Agency may request a meeting with the Developer within 15 Working Days of receiving a Design Document.	Noted
2.6.2.	If the Agency requests a meeting with the Developer under clause 2.6.1 in this Schedule, the Developer must meet with representatives of the Agency within 15 Working Days to discuss each Design Document submitted by the Developer to the Agency.	Noted
2.6.3.	<p>If the Developer submits a Design Document to the Agency consistent with the requirements of this Deed (including all Schedules), the Agency must within thirty (30) Working Days, either:</p> <p>(1) if it endorses the Design Document, issue an Endorsement Notice; or</p> <p>(2) if it does not endorse the Design Document, provide:</p> <p>(a) notice it does not endorse the Design Document;</p> <p>(b) any reasons for refusing to issue an Endorsement Notice; and</p> <p>(c) written comments to the Developer on the content of the Design Document, including any alterations or amendments required.</p>	Noted and actioned
2.6.4.	The Agency may take advice from experts, consultants and other third parties and may provide copies of relevant documents (including the Design Documents) to experts, consultants or other third parties for the sole purpose of seeking advice relating to the Agency's consideration of any Design Document.	Noted.
2.6.5.	If the Agency provides a Design Document to a third party then the Agency will obtain from that third party a Confidentiality Deed Poll in respect of the disclosure of the Design Document and any information or advice provided in relation to the Design Document.	Noted.
2.6.6.	<p>The Agency will not require any alterations or amendments to the content of a Design Document that would be inconsistent with the last version of any Project Document (as endorsed if required), unless the Agency considers:</p> <p>(1) there is an inconsistency between two or more Project Documents, in which case the order of precedence in clause 2.14 in this Schedule shall apply;</p> <p>(2) acting reasonably, such alterations or amendments are necessary to comply with the requirements of any applicable legislation, regulation, code, development guideline, Territory Plan or the National Capital Plan; or</p> <p>(3) acting reasonably, such alterations or amendments are reasonable to accommodate design advice provided by the DRP relevant to the Design Document.</p>	Noted.
2.6.7.	<p>Subject to clause 2.6.6 in this Schedule, the Agency, when reviewing a Design Document for endorsement, may refuse to issue an Endorsement Notice for a Design Document where the Design Document is, in the reasonable opinion of the Agency, inconsistent with:</p> <p>(1) any Design Documents being the subject of an Endorsement Notice;</p> <p>(2) any other Project Documents; or</p>	Noted.



	<p>(3) this Deed, save where the inconsistency relates to the gross floor area proposed in respect of residential, retail or non-retail commercial use and, is in the reasonable opinion of the Agency is:</p> <p>(4) minor;</p> <p>(5) does not substantially deviate from the Concept Plan;</p> <p>(6) necessary or desirable from a planning perspective.</p>	
2.6.8	<p>Without limiting clause 2.6.7, the Agency may refuse to issue an Endorsement Notice in respect of any Design Document where it does not, in the reasonable opinion of the Agency, reflect the requirements in respect of:</p> <p>(1) any Tender Concept Requirement in any Tender Concept Item; or</p> <p>(2) proposes, contemplates or otherwise relates to a proposed Control Document which would be inconsistent any Tender Concept Requirement noted in the relevant Tender Concept Item.</p>	Noted.
2.6.9.	<p>If the Agency notifies the Developer it does not endorse the Design Document, the Developer must submit a revised Design Document to the Agency for further review within fifteen (15) Working Days of receipt of the comments under clause 2.6.3(2) in this Schedule.</p>	Noted.
2.6.10.	<p>The parties agree that the process set out in clauses 2.6.1-2.6.8 in this Schedule shall continue until the Agency is satisfied that the Design Document, 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 12 (Dispute Resolution) in this Schedule.</p>	Noted.
2.6.11.	<p>If the Agency is satisfied that the Design Document is consistent with the requirements of this Deed, the Agency must within thirty (30) Working Days issue an Endorsement Notice in respect of the Design Document and the Design Document will be the endorsed Design Document (Endorsed Design Document).</p>	Noted and received.
2.7	Consultation with DRP	
2.7.1.	<p>Prior to submitting the Pre-Approval DA in respect of any Built Form Development Plan to the Agency, the Developer must do all things necessary and convenient to seek agreement from the DRP to consult with the Developer in respect of that document as a proposal for the development of the Land.</p>	Noted and actioned. Three DRP Sessions undertaken.
2.7.2.	<p>If the DRP agrees to consult with the Developer in respect of the Pre-Approval DA in respect of any Built Form Development Plan, the Developer must do all things necessary and convenient to:</p> <p>(1) provide the DRP with the Pre-Approval DA, and any other documents reasonably requested by the DRP in respect of the Developer's proposed development of the Land;</p> <p>(2) meet with representative of the DRP to discuss the Pre-Approval DA; and</p> <p>(3) participate in good faith discussions with the DRP in respect of suggested refinements and amendments to the Pre-Approval DA.</p>	Noted and actioned. Design amended to satisfaction of DRP.
2.7.3	<p>Where the DRP has agreed to review a Pre-Approval DA, following the Agency issuing an Endorsement Notice in respect of the Pre-Approval DA, but prior to the Developer submitting the Draft DA to</p>	Noted.



	the Authority, the Developer must do all things necessary and convenient to seek agreement from the DRP to consult with the Developer on at least one more occasion in respect of its development proposal of the Land.	
2.7.4.	<p>If the DRP agrees to consult with the Developer following a request from the Developer consistent with clause 2.7.3 in this Schedule, the Developer must do all things necessary and convenient to:</p> <p>(1) meet with representative of the DRP to discuss its development proposal of the Land; and</p> <p>(2) participate in good faith discussions with the DRP in respect of suggested refinements and amendments to its development proposal of the Land.</p>	Noted.
2.7.5.	The Developer must provide the Agency as soon as possible with any design advice or other responses from the DRP and such other documents related to design advice that the Agency reasonably requests in respect of the DRP's review of the Developer's development proposal of the Land.	Noted and actioned.
2.7.6.	The Agency is not required to consider any Design Document served on it by the Developer following the Agency endorsing the Pre-Approval DA respectively unless and until the Developer has complied with clauses 2.7.1-2.7.5 in this Schedule.	Noted.
2.7.7.	For the avoidance of doubt, the Developer is not required to consult with the DRP in respect of any Pre-Approval DA that relates only to an Estate Development Plan, however, should the Developer elect to prepare a Pre- Approval DA that contains elements related both to an Estate Development Plan and a Built Form Development Plan, such a document must be submitted to the DRP and is subject to this clause 2.7 in this Schedule.	Noted.
2.8.	Variation to an Endorsed Design Document	
2.8.1.	<p>The Developer must not:</p> <p>(1) submit to the Authority any modification, variation or revision of any Endorsed Design Document; or</p> <p>(2) seek to vary any Approved Plans relating to a Draft DA that is subject to Development Approval, without the prior written approval of the Agency.</p>	Noted.
2.8.2.	When considering whether to approve the Developer making any application for modification, variation or revision of an Endorsed Design Document to the Authority, or varying Approved Plans relating to an Endorsed Design Document, the Agency may have regard to any matter it considers relevant including the Project Documents, and comments or submissions from the DRP and the Agency and the Territory's policies and practices including those concerning probity, fairness and transparency.	Noted.
2.8.3.	<p>The consent of the Agency to any modification, variation or revision of an Endorsed Design Document must be given within fifteen (15) Working Days of submission to the Agency of the Developer's modification, variation or revision where such changes are required:</p> <p>(1) to meet the reasonable requirements of the Authority or any Approving Agency in respect of the Land; and</p>	Noted.



	(2) to comply with any Development Requirements, unless the Agency proposes an alternative to the proposed change that is acceptable to the Authority, any Approving Agency and the Developer.	
2.8.4.	<p>The issuing of an Endorsement Notice in relation to the Design Documents (or any of them) by the Agency does not constitute a representation or warranty by the Agency or the Territory that the Design Documents (or any of them) will be or are capable of being approved by the Authority, any Approving Agency or any other party, and the Developer:</p> <p>(1) remains entirely responsible for obtaining any approvals required for the development of the Land from the Authority, any Approving Agency or any other party; and</p> <p>(2) must not represent to the Authority, any Approving Agency or any other party that the issuing of an Endorsement Notice by the Agency of any Design Document requires that entity to approve the use of that Design Document for any purpose other than as specifically set out in this Deed.</p>	Noted.
2.9.	Developer's Failure to Comply	
2.9.1.	If the Developer fails, as a result of its own act or omission, to comply with any obligation of the Developer under this Deed the Agency may suspend further consideration, approval, authorisation or certification that would otherwise be required under this Deed until the failure has been remedied. The Agency's use of this power does not diminish any other rights of the Agency under this Deed.	Noted.
2.9.2.	If the Agency exercises its rights under clause 2.9.1 in this Schedule, any obligations in respect of the time in which the Agency or Territory must do anything under this Deed is extended by the number of days that the Agency suspends its actions under that clause, however the time for the Developer to do anything is not suspended.	Noted.
2.10.	Naming and Version Control of Design Documents	
2.10.1.	<p>The Developer must ensure that each Design Document (and any versions thereof) submitted to the Agency must be identified with:</p> <p>(1) the Design Document type;</p> <p>(2) the date of submission to the Agency; and</p> <p>(3) any other information that the Agency may reasonably require and notify to the Developer from time to time.</p>	Noted.
2.10.2.	The Developer must ensure that all Design Documents are paginated, and each plan or drawing identified with a unique identifier prior to their submission to the Agency.	Noted.
2.10.3.	<p>The Developer must ensure that where it seeks to amend, update or resubmit any Design Document it submits a complete version of the proposed amended Design Document to the Agency, and each version must identify clearly:</p> <p>(1) the version number (numbered consecutively); and</p>	Noted.



	(2) all changes from the previous version of that Design Document submitted to the Agency.	
2.10.4.	The Agency is not obliged to consider documents that purport to be part of a Design Document unless submitted as part of a complete version of the Design Document.	Noted.
2.10.5.	The Developer must prepare, maintain and provide to the Agency, on request, an up to date schedule in respect of all Design Documents setting out: (1) each Design Document; (2) each version of that Design Document submitted to the Agency; (3) the date on which each version of each Design Document was submitted to the Agency; and (4) a summary of changes from the previous version of each Design Document that was submitted to the Agency.	Noted.
2.10.6.	The Agency is not required to consider any Design Document that is not compliant with the requirements in this clause 2.10 in this Schedule	Noted.
2.11.	Order of Submission of Design Documents to the Agency	
2.11.1.	The Developer must submit the Design Documents to the Agency in the following sequence: (1) Concept DA; (2) Pre-Approval-DA; and (3) Draft DA.	Noted and actioned.
2.11.2.	The Agency is not required to consider any Design Document that is submitted by the Developer out of the sequence to clause 2.11.1 in this Schedule.	Noted.
2.11.3.	Unless agreed to by the Agency in writing, the Developer may not submit a further Design Document for consideration by the Agency until the Agency has issued an Endorsement Notice in respect of the Design Document previously submitted.	Noted.
2.11.4.	The Developer must, when the Developer submits any Design Document or a draft of any Design Document to the Agency, certify in writing that the Design Document is, in the opinion of the Developer, consistent with all requirements of any applicable legislation, regulations, codes and development guidelines, including the Territory Plan and the National Capital Plan, having made all reasonable enquiries of the Authority and any Approving Agencies.	Noted.
2.12	Consistency of Documents	
2.12.1.	The Developer must ensure that each Design Document prepared is consistent with all other Design Documents that have previously been issued with an Endorsement Notice and each of the Project Documents, unless otherwise agreed in writing by the Developer and the Agency.	Noted and actioned.
2.12.2.	The Developer must clearly identify in each Design Document any proposed variations from anything set out in any Project	Noted and actioned.



	Document unless such variation has already been notified and approved by the Agency.	
2.12.3.	<p>Notwithstanding clause 2.12.1 in this Schedule, the parties agree that if a Design Document is inconsistent with any other Project Documents as a result of a specific agreement between the parties:</p> <p>(1) the requirements in the document with higher priority in clause 2.14.1 in this Schedule will take precedence over any requirement in a document of lower priority; and</p> <p>(2) to the extent only of that inconsistency, the Developer will be relieved of the obligation to be consistent with lower priority documents.</p>	Noted and actioned.
2.13.	Building Approval	
2.13.1.	The Developer must, as soon as reasonably possible following Development Approval of the Draft DA, prepare at its own cost any Building Application, Approved Plans and supporting documents necessary for the lawful construction of improvements on the Land consistent with the endorsed Design Documents, and obtain certification by a Certifier for the same under the Building Act 2004.	Noted and actioned.
2.13.2.	In complying with clause 2.13.1 in this Schedule the Developer must ensure that all documents certified by the Certifier under that subclause are entirely consistent with the most recent Draft DA subject to an Endorsement Notice from the Agency, unless otherwise agreed in writing by the Agency.	Noted.
2.13.3.	<p>As soon as reasonably possible following certification consistent with clause</p> <p>2.13.2 in this Schedule, and in any case prior to commencing any substantial works on the Land, the Developer must provide to the Agency a copy of all documents referred to in clause 2.13.2 in this Schedule as certified.</p>	Noted.
2.13.4.	The Developer must not modify any documents subject to clause 2.13.1 in this Schedule or construct any improvements on the Land inconsistent with such documents without the express written approval of the Agency.	Noted.
2.14.	Precedence of Project Documents	
2.14.1.	<p>The precedence of Project Documents is, in descending order of priority:</p> <p>(1) Crown Lease;</p> <p>(2) any DA and Notice of Decision by the Authority;</p> <p>(3) any Draft DA and related Approved Plans endorsed by the Agency;</p> <p>(4) Pre-Approval DA endorsed by the Agency;</p> <p>(5) Concept DA;</p> <p>(6) Tender Concepts;</p> <p>(7) Tender Response (including the Concept Plan); and</p>	Noted and Actioned.



	(8) Place Design Brief.	
3	The Development	
3.1.	Development obligations and reliance	
3.1.1.	The Agency has relied on the statements, illustrations and representations made by the Developer as represented in the Tender Response in executing this Deed.	Noted.
3.1.2.	The Parties agree: (1) the terms and conditions upon which the Developer will undertake the development of the Land are set out in this Deed; and (2) the Developer must develop the Land consistent with the Project Documents, unless otherwise provided for in this Deed.	Noted.
3.2.	Failure to Take Timely Action	
3.2.1.	Notwithstanding any other provision in this Deed, where either party is required to take any action, including making a decision, within a specified timeframe in this Deed, the failure of that party to take such action by the required time does not give rise to a right for either party to make a claim for damages or terminate this Deed.	Noted.
3.3.	Agency Approvals	
3.3.1.	Without limiting clause 3.2.1 in this Schedule, where the Agency: (1) refuses to give an Approval required under this Deed; or (2) is required to provide an Approval within a timeframe specified in this Deed but fails to do so, the Approval will be taken to have been refused by the Agency; and the Developer may issue a notice of dispute under clause 12 in this Schedule.	Noted.
4	Holding Lease and Deed of Agreement	
4.1	Authority controls Deed of Agreement and Holding Lease	Noted.
4.1.1.	The parties acknowledge and agree: (1) the Deed of Agreement is a document controlled and approved by the Authority; (2) the Authority and not the Agency is empowered to issue the Holding Lease and Deed of Agreement; (3) the Deed of Agreement must require the Developer to design, construct and obtain all necessary approvals in respect of all On-Site and Off-Site Works; (4) the Authority may require the Developer to undertake additional development both on and off the Land including, but not exclusively, to support or facilitate the development of the Land and its surrounds; and (5) notwithstanding any negotiations between the Agency and the Developer, the final form of the Holding Lease and Deed of Agreement is determined by the Authority.	Noted.



4.1.2.	The Developer must not make any claim or seek damages or compensation from the Territory, Authority or the Agency, should the Authority issue the Holding Lease or Deed of Agreement in a form inconsistent with draft documents submitted by the Agency or the Developer for Authority approval and this Deed may be pleaded as a bar to any proceedings brought by the Developer against the Agency, Authority or Territory in respect of the form, substance, time of grant (if at all) or execution of the Holding Lease or Deed of Agreement.	Noted.
4.1.3.	The Developer acknowledges that the terms and conditions of the Deed of Agreement and the Holding Lease are at the discretion of the Authority.	Noted.
4.2.	Developer to Draft Annexures	
4.2.1.	The Developer will prepare the draft Annexures as soon as reasonably possible following the Agency issuing the Endorsement Notice in respect of the Pre- Approval DA for an Estate Development Plan.	Noted.
4.2.2.	Notwithstanding clause 4.2.1 in this Schedule, the parties agree that: (1) the parties will work cooperatively in the preparation of the draft Annexures for consideration by the Authority; (2) subject to clause 4.2.3 in this Schedule, the draft Annexures must adequately reflect the requirements and information in the Design Documents that are the subject of Endorsement Notices and the Hierarchy Documents, insofar as they have been prepared at the time, and are in a form capable of approval by the Authority; and (3) the parties will negotiate in good faith in relation to any disagreements in relation to the Annexures.	Noted.
4.2.3.	Subject to any future agreement between the Agency and the Developer, the Developer must not raise any objection to: (1) the Agency requiring the draft Annexures to reflect any obligation or requirement in the Project Documents or this COD; (2) any reasonable obligations imposed on the development that the Agency requires or deems prudent to ensure the Project Documents are realised in the development of the Land; (3) anything in a Development Application in respect of an Estate Development Plan endorsed by the Agency in accordance with this COD; (4) the Deed of Agreement permitting the Authority to decline to issue any Consequent Leases, unless and until: (a) any works required under the Deed of Agreement have been completed and certified by the appropriate Approving Agency; (b) any buildings or other developments proposed in a Built Form Development Plan endorsed by the Agency in the part of the Land subject to the proposed Consequent Lease being completed to the satisfaction of the Agency;	Noted.



	<p>(c) any assets or infrastructure that is required to be handed over to the Territory or any other body under the Deed of Agreement has been handed over by the Developer;</p> <p>(d) any land subject to the Holding Lease that is to be surrendered under the Deed of Agreement has been surrendered by the Developer;</p> <p>(e) any easement, right of way or other right the Developer is required to grant in respect of the Land has been registered on the Land Titles Register, is the subject of a Crown Lease to be issued under the Deed of Agreement;</p> <p>(f) and all works in respect of such easement, right of way or other right has been completed to the satisfaction of the Authority; and</p> <p>(g) Developer producing the Authority written consent from the Agency for the Developer to request such a Consequent Lease or Consequent Leases consistent with clause 5 of this Schedule;</p> <p>(5) anything the Agency considers necessary or convenient, acting reasonably, to ensure they Developer carries out its obligations under this Deed.</p>	
4.2.4.	<p>The Agency must make all reasonable efforts (within its capacity as a party to this Deed and not as an agency of the Territory) to support the issue of the Holding Lease and Deed of Agreement in a form consistent with:</p> <p>(1) any Draft DA and related Approved Plans, including but not limited to any Estate Development Plan;</p> <p>(2) the Approved EDP;</p> <p>(3) any requirements of the Authority;</p> <p>(4) the Tender Response and Tender Obligations;</p> <p>(5) the Design Documents; and</p> <p>(6) matters agreed between the Agency and the Developer.</p>	Noted.
4.2.5.	<p>Where requested by the Agency, the Developer must promptly and at its own cost provide or clarify any information relating to the Design Documents and associated infrastructure at the request of the Agency for the purpose of the drafting of the Annexures. The Agency will not be required to take any further steps under this Deed until the Developer has providing any information sought by the Agency under this clause 4.2.5 in this Schedule and any period under which the Agency is required to take any action or decision under this Deed is extended by the number of days between the dated the Agency makes a request for information under this clause and the date such information is provided by the Developer.</p>	Noted.
4.3	Agency's Consideration of Draft Annexures	
1.1.1.	<p>The Developer must provide the draft Annexures to the Agency for their consideration not less than twenty (20) Business Days prior to submission of the draft Annexures to the Authority.</p>	Noted.
4.3.2.	<p>Upon the parties agreeing on the terms of the draft Annexures, the Developer will incorporate the draft Annexures into the draft Deed of Agreement and, following approval by the Agency, the Agency will submit them to the Authority for consideration.</p>	Noted.



4.3.3	If the parties do not agree on the form of the draft Annexures, the Agency's determination is final provided it is consistent with the Project Documents prepared to date and this Deed.	Noted.
4.4.	Submission of Draft Annexures	
4.4.1.	The Agency may submit the draft Annexures to the Authority, and any other Approving Agency it deems necessary or prudent to consult.	Noted.
4.4.2.	The Agency will request the Authority circulate the Annexures and consult with other applicable Approving Agencies in a timely manner.	Noted.
4.4.3.	The Developer acknowledges that the Authority may require modification of the draft Annexures to meet legislative requirements and/or Territory standards and any modifications the Authority may require to the draft Annexures must be accepted by the parties.	Noted.
4.4.4.	The Agency will modify the draft Annexures as required by the Authority in consultation with the Developer, until the Authority issues written endorsement of the draft Annexures.	Noted.
4.4.5.	The Developer must, at its own cost, provide any information and assistance required by the Agency to assist it in complying with any requirements of the Authority including: (1) modifying or amending any document; (2) consulting with and/or seeking approval of any Approving Agency in respect of any matter related to the Deed of Agreement; or (3) seeking any endorsement, consent or approval from any party required by the Authority.	Noted.
4.4.6.	The parties acknowledge that any request for changes to the Deed of Agreement by the Developer or the Agency will be at the discretion of the Authority and may require a further consultation and approval process by the Authority.	Noted.
4.5.	Changes required by the Authority	
4.5.1.	As soon as reasonably possible after the Authority determines that the Draft DA and related Approved Plans are acceptable, the Developer must amend the draft Annexures such that they are consistent with the Draft DA and related Approved Plans.	Noted.
4.5.2.	The Agency must do all things reasonably necessary to permit and assist the Developer to amend the draft Annexures.	Noted.
4.5.3.	If there is a dispute or difference between the parties in relation to the drafting of the Annexures, if requested by the Developer the Agency must on behalf of the Developer request in writing advice from the Authority in respect of that dispute.	Noted.
4.5.4.	The parties must accept advice from the Authority in relation to matters they refer to the Authority under clause 4.5.3 in this Schedule unless both parties agree in writing otherwise.	Noted.
4.6.	Issue of Holding Lease and Deed of Agreement	
4.6.1.	Subject to clause 4.7 in this Schedule and following agreement between the Agency and the Developer in respect of the draft Annexures:	Noted.



	<p>(1) the Developer may request the Agency to support the issue of the Holding Lease and Deed of Agreement in a form consistent with the Draft DA and related Approved Plans and this Deed generally; and</p> <p>(2) the Agency must, following such a request from the Developer, assist and support the Developer in obtaining the Holding Lease and Deed of Agreement from the Authority in the name of the Developer for the purposes of completing the Contract for Sale.</p>	
4.7.	Approval of Agency to Holding Lease or Deed of Agreement	
4.7.1.	<p>4.7.1. The Developer must not seek the Holding Lease or Deed of Agreement to be issued by the Authority without the express written approval of the Agency, which will not be withheld provided:</p> <p>1) the parties have agreed to the terms of the Holding Lease and Deed of Agreement to be requested from the Authority;</p> <p>(2) the Developer has executed and is not materially in breach of the Contract of Sale (including any documents forming part of the Contract of Sale) and this Deed; and</p> <p>(3) the Developer has paid the Agency and Territory all amounts due in respect of the Land, including the price under the Contract for Sale.</p>	Noted.
4.8.	Timetable for Holding Lease	
4.8.1	The parties must make all reasonable efforts to facilitate the approval of the Holding Lease and Deed of Agreement as soon as reasonably possible noting their requirements under this Deed.	Noted.
5	Consequent Leases	
5.1.	Grant of Consequent Leases	
5.1.1	The parties acknowledge and agree that the Deed of Agreement will set out the terms and conditions upon which the Authority may grant one or more Consequent Leases to the Developer.	Noted.
5.1.2	<p>The Developer agrees and must not object to the Annexures to the Deed of Agreement:</p> <p>(1) prohibiting the Developer from requesting the Authority grant any Consequent Leases; or</p> <p>(2) restraining the Authority from granting any Consequent Leases, unless the Agency has served on the Developer written consent for the Developer to request such a Consequent Lease or Consequent Leases consistent with this clause 5 in this Schedule.</p>	Noted.
5.1.3	For the avoidance of doubt, the Agency may serve written consent under clause 5.1.2 in this Schedule in relation to one or more specific Consequent Leases and may serve consents in respect of different Consequent Leases at different times	Noted.
5.2.	Developer's Request for Consent	
5.2.1	<p>The Developer may request the Agency serve consent in respect to a Consequent Lease in writing. Such a request must be accompanied by:</p> <p>(1) plans setting out the part of the Land to be subject to the Consequent Lease;</p>	Noted.



	<p>(2) a draft of the proposed Consequent Lease;</p> <p>(3) A Certificate of Occupancy in respect of each building within the boundaries of the proposed Consequent Lease;</p> <p>(4) Written evidence that any assets, infrastructure or improvements within the Land, or that service or support the Land, that are to be transferred to the Territory or any Relevant Authority have been inspected, tested, approved and accepted by the Territory or Relevant Authority that is the proposed Transferee;</p> <p>(5) a statement from the Developer warranting that in respect of all buildings and other improvements on the Land within the boundaries of the proposed Consequent Leases are consistent with any and all Built Form Development Plans endorsed by the Agency under this COD; and</p> <p>(6) a statement from the Developer warranting that in respect of all buildings and other improvements on the Land within the boundaries of the proposed Consequent Leases the Developer has meet all requirements under this Deed, are consistent with the Built Form Development Plan endorsed by the Agency under this COD, including but not limited to those set out in the schedules in this Deed relating to:</p> <p>(a) Affordable and Community Housing, other than those related to the sale and transfer of such housing.</p> <p>(b) Sustainability Requirements,</p> <p>(c) On-Site and Off-Site Works;</p> <p>(d) Consultation and Endorsement of Development Application - Design Principles.</p>	
5.2.2	<p>Upon being served by the Developer with a request under clause 5.1.2 in this Schedule, the Agency must as soon as reasonably possible either:</p> <p>(1) decline to provide such consent where it does not consider the Developer has meet all obligations under this Deed; or</p> <p>(2) grant its consent.</p>	Noted.
5.2.3	<p>Where the Agency declines to provide consent in response to a request by the Developer under clause 5.2.1 in this Schedule, it must set out its reasons for declining to do so.</p>	Noted.
5.2.4	<p>For the avoidance of doubt, the Developer make any number of requests to the Agency under clause 5.2.1 in this Schedule.</p>	Noted.
6	Development Costs	
6.1.1	<p>The Developer agrees that it is responsible for the costs of design, documentation, planning, endorsements, Approvals, remediation and construction on the Land and neither the Agency nor the Territory is responsible for meeting any part of those costs. The Developer is not responsible for the costs of design, documentation, planning, endorsements, or approvals of the Agency.</p>	Noted.
6.1.2	<p>Without limiting clause 6.1.1 in this Schedule, the Developer must not make any claim, or seek compensation or reimbursement from the Agency in respect of any costs in respect of the designing, documenting, seeking Approvals, seeking endorsements,</p>	Noted.



	<p>remediation, planning, constructing, certifying or operating of the Land or any improvements within it that arise as a result of:</p> <p>(1) requirements of the Agency or the Territory in the providing endorsement or approval of the Design Documents or Contract for Sale, or Crown Lease or any subsequent variations to those documents agreed between the parties;</p> <p>(2) any required changes to the Design Documents that the Authority or any Approving Agency requires during the Development Approval process; or</p> <p>(3) any changes that the Developer initiates.</p>	
6.1.3	For the avoidance of doubt the Developer expressly waives the right to any compensation or reimbursement from the Agency, Territory or Authority in respect of any costs in the designing, documenting, seeking Approvals, seeking endorsements, constructing, certifying or operating of the Land as a result of a change even where the Agency requires that change.	Noted.
6.1.4	The Developer agrees that this Deed may be pleaded as a bar to any proceedings brought by the Developer against the Agency, Authority or Territory in respect of any costs or losses suffered by the Developer in respect of the matters set out in clause 6.1.1 in this Schedule.	Noted.
7	Development of the Land	
7.1.1.	<p>Subject to clause 7.1.2 in this Schedule, on obtaining all necessary Approvals from Approving Agencies, the Developer must design, document, construct and complete the development, buildings and improvements on the Land in accordance with:</p> <p>(1) this Deed;</p> <p>(2) the Holding Lease and Deed of Agreement;</p> <p>(3) any Development Approval in respect of the Land</p> <p>(4) the principles and policies set out in the Territory Plan for the Land;</p> <p>(5) relevant guidelines, practices and laws of the Territory; and</p> <p>(6) any Approvals.</p>	Noted.
7.1.2.	Notwithstanding clause 7.1.1 in this Schedule, the Developer must construct improvements on the Land that are entirely consistent with a Notice of Decision and Development Approval of a DA that is substantially, in the opinion of the Agency, consistent with the Draft DA for which the Agency has issued an Endorsement Notice, subject to any variation approved by the Agency in accordance with this Deed.	Noted.
7.1.3.	<p>The Developer must:</p> <p>(1) complete the improvements it is required to construct under clause 7.1.2 in this Schedule; and</p> <p>(2) serve on the Agency a certificate of compliance, as defined in the Planning Act, in respect of the Crown Lease, within 48 months of Completion</p>	Noted.
8	Suitability of the Land	



8.1.1	The Developer acknowledges and agrees that neither the Agency nor the Authority is responsible for the accuracy, adequacy or relevance of any background information either has caused to be provided to the Developer before or after the date of this Deed which relates to the conditions and characteristics on, in or under, the Land and its surroundings.	Noted.
8.1.2	<p>The Agency may allow the Developer to have adequate access to the Land at the times reasonably requested by the Developer prior to Completion of the Contract for Sale in order for the Developer to carry out Site Investigation Enquiries provided the Developer:</p> <ul style="list-style-type: none"> (1) submits a written request to the Agency seeking access; (2) provides a written plan indicating the proposed investigations, outlining compliance with Territory laws, codes and standards and compliance with all environmental requirements for the Land; (3) specifies the timeframes and program for all investigations; (4) makes good any disturbances to the Land from this or previous investigations; (5) has secured any Territory licences deemed necessary; (6) if applicable, ensures that the number and access to public car parks are maintained to the satisfaction of the Territory and Agency; (7) has provided evidence of currency and acceptance by the Agency of all required insurances; and (8) has the written acceptance of the Agency of the request for access. 	Noted.
8.1.3	The Agency must do such things and give all assistance reasonably necessary as is reasonably requested by the Developer in relation to the Developer conducting the Site Investigation Enquiries.	Noted.
9	Risk of Latent Conditions	
9.1.1	The Developer releases the Agency, the Authority and the Territory from liability for all costs, losses, expenses and damages the Developer may suffer or incur arising out of or in connection with all and any of the conditions and characteristics of, on, in, under, near or in connection with the Land and its surroundings.	Noted.
9.1.2.	<p>The Developer acknowledges and warrants to the Agency, the Territory, and the Authority that it:</p> <ul style="list-style-type: none"> (1) has not relied upon the completeness and accuracy of any information, statement or representation, written or oral, made, provided or given by the Agency, the Territory or the Authority to the Developer prior to the date of this Deed in connection with conditions and characteristics of, on, in, under, near or in connection with, the Land; and (2) has had the opportunity to examine and been given access to the Land and its surroundings for the purpose of carrying out investigations and testing to determine the conditions and characteristics of, on, in, under, near or in connection with, the Land. 	Noted.
10	Intellectual Property Rights	
10.1.1	The Developer warrants to the Agency:	Noted.



	<p>(1) it has title to, intellectual property rights (including copyright) in or adequate licences for the Developer to use all documentation for the development of the Land; and</p> <p>(2) neither it nor (as far as using them in relation to the development of the Land) the Agency, the Territory nor the Authority are or will be in breach of any third party's intellectual property rights in that documentation by virtue of anything provided in this Deed or to be undertaken pursuant to this Deed.</p>	
11	Rescission	
11.1.	No compensation for works	
11.1.1.	<p>Where the Contract for Sale is rescinded for any reason, the Developer shall not make any claim, in law, equity or otherwise, in respect of any damages, losses, or costs it has incurred or suffered in respect of or related to any:</p> <p>(1) planning, design, testing, or other works undertaken or commissioned in respect of the Land; or</p> <p>(2) remediation, demolition, improvement, development or other works it has undertaken or caused to the Land; or</p> <p>(3) any other matter relating to this Deed, the Contract for Sale or any related document,</p> <p>notwithstanding that the Agency or the Territory or another entity may take the benefit of any such works the Developer has undertaken or caused to the Land or in respect of the Land.</p>	Noted.
11.1.2.	This clause may be pleaded as a bar to any proceedings brought by the Developer in any jurisdiction in respect of any claim referred to in clause 11.1 in this Schedule.	Noted.
12	Dispute Resolution	
12.1.	Procedure	
12.1.1.	<p>Disputes and failures to agree arising under this Deed (disputes) will be resolved as follows:</p> <p>(1) if any dispute arises between the parties and is not resolved within fifteen (15) Business Days after either party gives to the other party written notice of the dispute, such dispute will be immediately referred to a nominee of each party (Nominee);</p> <p>(2) if the Nominees referred to in clause 12.1.1(1) in this Schedule fail to resolve the dispute within fifteen (15) Business Days of referral to them, such dispute will be immediately referred to the chief executive officer of the Developer and a Director General of a directorate forming part of the Territory or the Chief Executive Officer of the Agency as nominated by the Territory;</p> <p>(3) if the chief executive officer and Director General/Chief Executive Officer (nominated representatives) fail to resolve the dispute within fifteen (15) Business Days of referral to them, such dispute will be referred to a mediation process by a person and within a time limit agreed to by the nominated representatives. If the nominated representatives do not agree within ten (10) Business Days of referral to them on the identity of the mediator and the relevant timetable for the mediation, then the same will be determined at the request of either party by the President of the Law Society of the ACT or his or her nominee; and</p>	Noted.



	(4) if the mediation process fails to resolve the dispute within the relevant time limit, the matters in dispute will be determined by the Agency acting reasonably taking into consideration any views expressed by the mediator during the mediation.	
12.2.	Final and binding nature of resolution or determination	
12.2.1.	A resolution agreed to by the parties as a result of the mediation process or a determination by the Agency will be final and binding on the parties to the dispute.	



Schedule 3 – Affordable and Community Housing Requirements

CLAUSE	CONDITION	RESPONSE
1.2.	Minimum Number of Affordable Housing Dwellings and Community Housing Dwellings	
1.2.1.	The Developer must offer for sale, in a manner consistent with this Deed, a number of Affordable Housing Dwellings and Community Housing Dwellings which is no less than the Minimum Number of Affordable Housing Dwellings and the Minimum Number of Community Housing Dwellings constructed (or to be constructed) on the Land during the term of this Deed.	Noted.
1.2.2.	The Developer must not sell, or enter into agreement to sell, any number or type of Dwellings on the Land that would, in the opinion of the Suburban Land Agency, taking into account: (1) the size of the Land; (2) the terms of the Crown Lease; (3) any restrictions on the development of the Land set out in the Territory Plan or any guidelines, approvals, or other documents issued by the Authority; or (4) any practical or legal restrictions, prevent the Developer from fulfilling the requirements of clause 1.2.1 in this Schedule.	Noted.
1.2.3.	The obligations in clauses 1.2.1 and 1.2.2 in this Schedule are not affected by: (1) the subdivision or consolidation of Crown leases in respect of the Land (or any part of the Land); (2) the surrender and/or re-grant of Crown leases in respect of the Land (or any part of the Land); or (3) the grant of one or more Unit Titles in respect of the Land (or any part of the Land).	Noted.
1.3.	Suburban Land Agency Consultation	
1.3.1.	The Developer must attend a meeting with the Suburban Land Agency no later than 60 days from the Deed Date at which the Developer must provide the Suburban Land Agency with the Developer's initial views on its proposed development of the Land and how these proposals meet the requirements of this Schedule.	Noted and actioned.
1.3.2.	The Developer must make all reasonable efforts to contact the Suburban Land Agency and arrange the meeting required by clause .in this Schedule at a date, time (within the ordinary business hours of the Suburban Land Agency) and location (within the Territory) convenient to the Suburban Land Agency.	Noted.
1.4.	Mandatory Requirements	
1.4.1.	The Developer must ensure Affordable or Community Housing Dwellings meet the following requirements (Mandatory Requirements): (1) a minimum of 18 Affordable Housing Dwellings must be 2 bedroom Dwellings; (2) a minimum of 8 Community Housing Dwellings must have 2 or more bedrooms; and	Noted and actioned. Refer to architectural floor plans and development schedule.



	<p>(3) In respect of Affordable Housing Dwellings and Community Housing Dwellings which will be Class A Units, the number of Affordable or Community Housing Dwellings on a floor of a building must not exceed more than 30% of the total number of dwellings on each floor; and;</p> <p>(4) In respect of Affordable Housing Dwellings and Community Housing Dwellings which will be Class B Units, no more than three (3) Affordable or Community Housing Dwellings may be located next to each other;</p> <p>(5) in respect of car parks:</p> <p>(a) each Affordable or Community Housing Dwelling must be provided with one car parking space for use by the occupants of that Dwelling, unless no other Dwellings constructed on the Land have allocated car parking spaces for exclusive use by the occupants of such Dwellings; and</p> <p>(b) where no Dwellings constructed on the Land have car parking spaces for use by the occupants of such Dwellings, the Developer must construct:</p> <p>(i) at least 10 car parking spaces that are for public use for no more than 30 minutes at a time; and</p> <p>(ii) 10 car parking spaces available for Share Car Spaces.</p>	
1.5.	Development Application Requirements - Affordable or Community Housing	
1.5.1.	<p>The Developer must, within 5 Working Days of lodging any Development Application in respect of Affordable or Community Housing Dwellings on the Land, or any part of the Land, provide to Suburban Land Agency:</p> <p>(1) a copy of the Development Application;</p> <p>(2) an anticipated construction commencement and completion date; and</p> <p>(3) a plan of the Land identifying the location of all Dwellings that are the subject of the Development Application that are intended to be sold by the Developer as Affordable or Community Housing and the estimated Net Liveable Area of such Dwellings.</p>	Noted.
1.5.2.	<p>Where a Development Application referred to in clause 1.5.1 in this Schedule does not provide for the Minimum Number of Affordable Housing Dwellings or the Minimum Number of Community Housing Dwellings, in addition to the obligations set out in that clause, the Developer must provide, at the same time as it provides the Development Application to the Suburban Land Agency:</p> <p>(1) a written statement advising the Suburban Land Agency how the Developer intends to provide the Minimum Number of Affordable Housing Dwellings and the Minimum Number of Community Housing Dwellings on the Land; and</p> <p>(2) a written warranty that it will construct the Minimum Number of Affordable Housing Dwellings and the Minimum Number of Community Housing Dwellings on the Land.</p>	Noted.
1.5.3.	<p>The Developer may not seek to amend or withdraw a Development Application submitted to the Authority that the Developer has also provided to the Suburban Land Agency in compliance with this Deed without the consent of the Suburban</p>	Noted.



	Land Agency which may only be withheld if the Developer alters the number or size of Affordable or Community Housing Dwellings identified in the Development Application.	
1.5.4.	<p>Within 7 Working Days of the Developer receiving Development Approval of a Development Application in respect of any Improvements on the Land identified as Affordable or Community Housing by the Developer, the Developer must provide the Suburban Land Agency with:</p> <p>(1) a copy of the Development Approval;</p> <p>(2) a plan of the Land identifying the location of all Dwellings that are the subject of the Development Approval that are intended to be sold by the Developer as Affordable or Community Housing and the estimated Net Liveable Area of such Dwellings;</p> <p>(3) draft Affordable or Community Housing Contracts for each of the Affordable or Community Housing Dwellings identified in the Development Application that include the Mandatory Terms;</p> <p>(4) a list containing the price of each Affordable or Community Housing Dwelling the Developer proposes to sell such Affordable Housing Dwellings for; and</p> <p>(5) any marketing materials the Developer proposes to use in respect of each of the Affordable or Community Housing Dwellings, (collectively the Developer's DA Documents).</p>	Noted.
1.5.5.	The Suburban Land Agency must, within 10 Working Days of receiving the Developer's DA Documents, advise the Developer in writing whether all the documents are acceptable to the Suburban Land Agency and, if not, provide reasons why the Developer's DA Documents, or any of them, are unacceptable. The Suburban Land Agency may only advise that one or more of the Developer's DA Documents are unacceptable where they are inconsistent with the requirements of this Deed.	Noted.
1.5.6.	Where the Suburban Land Agency advises the Developer the Developer's DA Documents, or any of them, are unacceptable, the Developer must amend the Developer's DA Documents to be consistent with this Deed and advice from the Suburban Land Agency and provide the same to the Suburban Land Agency for review within 7 Working Days of the written notification provided by the Suburban Land Agency. The process in clause 1.5 in this Schedule will be repeated until the Suburban Land Agency notifies the Developer that the Developer's DA Documents are acceptable.	Noted.
1.5.7.	For the avoidance of doubt, the Developer may prepare more than one Development Application and obtain more than one Development Approval in respect of the Land relating to Affordable or Community Housing Dwellings and this clause will apply to all of them.	Noted.
1.6.	Sale of Affordable Housing and Community Housing	
1.6.1.	<p>Within 20 Working Days of:</p> <p>(1) the Suburban Land Agency notifying the Developer that the Developer's DA Documents are acceptable under clause 1.5.5 or 1.5.6 in this Schedule; and</p> <p>(2) the Developer providing the Suburban Land Agency with:</p>	Noted.



	<p>(a) a list containing the price of each Affordable or Community Housing Dwelling; and</p> <p>(b) final marketing materials in respect of each of the Affordable or Community Housing Dwellings,</p> <p>the Suburban Land Agency will provide the Developer the Contact Information for a number of Eligible Home Buyers (Identified Buyers).</p>	
1.6.2.	The Suburban Land Agency will make all reasonable efforts to provide the Developer Contact Information for a number of Identified Buyers at least equal to the number of Affordable or Community Housing Dwellings identified in the Developer's DA Documents.	Noted.
1.6.3.	Where the Suburban Land Agency serves on the Developer Contact Information for a number of Eligible Home Buyers that is less than the number of Affordable or Community Housing Dwellings identified in the Developer's DA Documents under clause 1.6.1 in this Schedule, the Developer is not required to comply with the obligations of clauses 1.6.6-1.6.11 in this Schedule only in respect of the number of Affordable or Community Housing Dwellings identified in the Developer's DA Documents that exceed the number of Identified Buyers identified by the Suburban Land Agency under that clause.	Noted.
1.6.4.	The Developer must not raise any objection as to whether an Identified Buyer is an Eligible Home Buyer.	Noted.
1.6.6.	<p>Unless otherwise specifically provided for in this Deed, the Developer must only sell Affordable or Community Housing Dwellings:</p> <p>(1) to Identified Buyers;</p> <p>(2) under Affordable or Community Housing Contracts; and</p> <p>(3) consistent with the Developer's DA Documents (including, but not limited to the draft Affordable or Community Housing Contracts) in respect of Affordable or Community Housing Dwellings set out therein.</p>	Noted.
1.6.7.	<p>The Developer must make reasonable efforts to sell the Affordable or Community Housing Dwellings to all of the Identified Buyers including but not limited to:</p> <p>(1) providing evidence of attempted contact with each Identified Buyer within three Business Days of the Suburban Land Agency providing the Developer their Contact Information; and on at least three separate occasions on different working days (or until contact is made) within 10 Business Days of the Suburban Land Agency providing the Developer with their Contact Information;</p> <p>(2) if contact is made, providing an Affordable or Community Housing Contract for any unsold Affordable or Community Housing Dwelling offered by the Developer to each Identified Buyer;</p> <p>(3) providing all documents required by law or otherwise necessary for the Developer and the Identified Buyer to exchange an Affordable or Community Housing Contract for the sale/purchase of any Affordable or Community Housing Dwelling listed in the Developer's DA Documents that is not already the subject of an exchanged contract for sale;</p>	Noted.



	<p>(4) executing Affordable or Community Housing Contracts on terms consistent with the Developer's DA Documents with the Identified Buyers where they are ready, willing and able to do so; and</p> <p>(5) providing the Suburban Land Agency with a copy of the exchanged Affordable or Community Housing Contract within 15 Working Days of entering into the Affordable or Community Housing Contract.</p>	
1.6.8.	<p>Where, despite the reasonable efforts of the Developer, including the matters set out in clause 1.6.7 in this Schedule, it does not exchange a contract for sale of an Affordable or Community Housing Dwelling with an Identified Buyer within 15 Working Days of being provided their Contact Information by the Suburban Land Agency, the Developer may withdraw from negotiations with that Identified Buyer and the Developer must provide the Suburban Land Agency with evidence, to the reasonable satisfaction of the Suburban Land Agency, that the Identified Buyer did not wish to enter into an Affordable or Community Housing Contract for of any unsold Affordable or Community Housing Dwelling offered by the Developer.</p>	Noted.
1.6.9.	<p>Where, the Developer provides the Suburban Land Agency evidence as required under clause 1.6.8 in this Schedule the Suburban Land Agency must, as soon as reasonably possible notify the Developer whether it accepts the Identified Buyer did not wish to enter into an Affordable or Community Housing Contract for of any unsold Affordable or Community Housing Dwelling offered by the Developer and:</p> <p>(1) where the Suburban Land Agency accepts the Identified Buyer did not wish to enter into an Affordable or Community Housing Contract for of any unsold Affordable or Community Housing Dwelling offered by the Developer, the Developer must request the Suburban Land Agency provide an alternative Identified Buyer's Contact Information; or</p> <p>(2) where the Suburban Land Agency does not accept the Identified Buyer did not wish to enter into an Affordable or Community Housing Contract for of any unsold Affordable or Community Housing Dwelling offered by the Developer, the Developer must continue to engage with the Identified Buyer as required under clause 1.6.7 in this Schedule.</p>	Noted.
1.6.10.	<p>Where, despite the reasonable efforts of the Developer, including the matters set out in clause 1.6.7 in this Schedule, an Identified Buyer enters into a contract for sale of an Affordable or Community Housing Dwelling but does not complete the contract for sale, the Developer must provide the Suburban Land Agency with evidence, to the reasonable satisfaction of the Suburban Land Agency, that the contract for sale for the relevant Affordable or Community Housing Dwelling was validly terminated by the Developer. The Developer must request the Suburban Land Agency provide an alternative Identified Buyer's Contact Information.</p>	Noted.
1.6.11.	<p>The process set out in clauses 1.6.7 - 1.6.10 in this Schedule will continue until:</p>	Noted.



	<p>(6) all Affordable or Community Housing Dwellings identified in the Developer's DA Documents are the subject of executed contracts for sale; or</p> <p>(7) the Suburban Land Agency does not provide further alternative Identified Buyer's Contact Information within 10 Working Days of being requested by the Developer under clause 1.6.8 in this Schedule; or</p> <p>(8) a date 60 Working Days after the later of the date:</p> <p>(a) all Improvements the subject of the Development Application have been constructed and Certificates of Occupancy granted for each; and</p> <p>(b) where relevant, Unit Titles are registered in respect of all Dwellings set out in the Development Approval.</p>	
1.6.12.	<p>Where, either despite the efforts of the Developer and Suburban Land Agency or because of the operation of clause 1.6.3 in this Schedule, contracts for sale are not exchanged with Identified Buyers within the time frame set out in clause 1.6.11 in this Schedule, the Developer is relieved from its obligations to sell Affordable or Community Housing Dwellings that are not already the subject of exchanged Affordable or Community Housing Contracts to Identified Buyers but may only sell such remaining Dwellings previously identified by the Developer as Affordable or Community Housing:</p> <p>(1) at or below the relevant Affordable Housing Price Threshold having regard to the size of the Dwelling; and</p> <p>(2) on terms no more or less favourable to a buyer, in the opinion of the Suburban Land Agency, than those offered to Identified Buyers;</p> <p>(3) only to natural persons in their own capacity and not companies or trustees, or a community housing provider approved by the Suburban Land Agency;</p> <p>(4) only to persons who are not Related to the Developer, its shareholders or directors.</p>	Noted.
1.6.13.	<p>Where the Developer enters into any contract to sell a Dwelling (First Contract) as permitted under clause 1.6.12 in this Schedule, it is not permitted to enter into any contract (Second Contract) to sell another Dwelling under clause 1.6.12 in this Schedule to that person or persons or any person or persons or entity that is a Related to the person or persons that entered into the First Contract with the Developer</p>	Noted.
1.7	Completion of sales of Affordable or Community Housing Dwellings	
1.7.1.	<p>The Developer must, as soon as reasonably practicable following the completion of sale of the Minimum Number of Affordable Housing Dwellings and the Minimum Number of Community Housing Dwellings, serve on the Suburban Land Agency copies of each of the following documents in respect of each sale of a Dwelling claimed by the Developer as part of the Minimum Number of Affordable Housing Dwellings and the Minimum Number of Community Housing Dwellings:</p> <p>(1) executed Affordable or Community Housing Contract;</p>	Noted.



	<p>(2) a copy of the Certificate of Title or Unit Title noting the identity of the buyer in the contract for sale as Crown lessee or Unit Title owner as the case may be;</p> <p>(3) a written warranty to the Suburban Land Agency that the Developer is unaware of any agreement, understanding or arrangement between the buyer and the Developer, or any other entity, that requires the buyer to pay any other amount or provide any additional consideration in respect of the purchase of the Affordable or Community Housing Dwellings that is not disclosed in the Affordable or Community Housing Contract.</p>	
1.8.	Suburban Land Agency's Right to Inspect	
1.8.1	The Developer must notify the Suburban Land Agency at least 20 Working Days prior to the anticipated date of completion of construction of each Affordable or Community Housing Dwelling of the date the Developer believes it will complete the construction of each Affordable or Community Housing Dwelling.	Noted.
1.8.2	The Suburban Land Agency, or the Suburban Land Agency's nominee, may inspect the Affordable or Community Housing Dwelling at any time during construction to ensure it is being, or has been, constructed in compliance with this Deed and in a good and workmanlike manner to a standard acceptable to the Suburban Land Agency subject to providing reasonable notice to the Developer.	Noted.
1.9.	Mandatory Terms of Affordable or Community Housing Contracts	
1.9.1	<p>Each Affordable Housing Contract and Community Housing Contract must contain terms as follows (being the Mandatory Terms), it must:</p> <p>(1) be in a form substantially consistent (at the absolute discretion of the Suburban Land Agency) with the standard contract for the sale of residential land published and approved by the Law Society of the Australian Capital Territory, as amended from time to time;</p> <p>(2) set out a price for the Dwelling at or below the relevant Affordable Housing Price Threshold for the type of Dwelling;</p> <p>(3) provide that the Developer will accept, on exchange of the contract, a part payment of the deposit in the sum of an amount of the greater of one percent of the price or \$5000. However, the Developer, at its discretion may determine requirements for the payment of the balance of the deposit, provided it must not be payable less than 20 Working Days following exchange of the contract;</p> <p>(4) include the Finishes and Inclusions Schedule, or another schedule of finishes and inclusions approved by the Suburban Land Agency (Alternate Finishes and Inclusions Schedule), and confirmation that the items/requirements in the Finishes and Inclusions Schedule (or Alternate Finishes and Inclusions Schedule if approved) will be provided by the Developer, installed, serviced and functional at completion of the contract as part of the price for the Dwelling; and</p> <p>(5) provide a warranty from the Developer and the buyer that there is no other agreement, understanding or arrangement between the buyer and the Developer, or any other entity, that requires the buyer to pay any other amount or provide any</p>	Noted.



	additional consideration in respect of the purchase of the Affordable or Community Housing Dwelling that is not disclosed in the Affordable or Community Housing Contract.	
1.9.2	The Suburban Land Agency may approve an Alternate Finishes and Inclusions Schedule for the purposes of clause 1.9.1(4) in this Schedule where it considers (in its absolute discretion) the finishes and inclusions in the Alternate Finishes and Inclusions Schedule are, when considered collectively, of at least a comparable standard, value, utility and amenity to those in the Finishes and Inclusions Schedule.	Noted.
1.10.	No discrimination	
1.10.1	Subject to clause 1.10.2 in this Schedule, the Developer will use all reasonable endeavours to ensure there is no discrimination in the rights of a buyer of an Affordable Housing Dwelling compared to the rights of any other buyer of a Dwelling on the Land including in respect of: (1) the relevant Affordable Housing Contract; (2) the Units Plan for the Affordable Housing Dwelling; and/or (3) the Unit for the Affordable Housing Dwelling.	Noted.
1.10.2	The buyer of an Affordable Housing Dwelling may agree in writing to waive their non-discrimination rights under clause 1.10.1 of this Schedule in respect of particular instances as long as: (1) those specific instances are detailed in writing to the buyer; and (2) the buyer has agreed to waive their rights freely and without coercion or undue influence.	Noted.
1.10.3	Without limitation, discrimination for the purposes of clause 1.10.1 of this Schedule does not include: (1) different unit entitlements under the relevant Units Plan; (2) different prices in the contracts for sale for Dwellings on the Land; and (3) any right approved in writing by the Suburban Land Agency to be non- discriminatory.	Noted.



Schedule 4 - Sustainability Requirements

CLAUSE	CONDITION	RESPONSE
1.2	Consistency with Agency Sustainability Strategy 2021-25	
1.2.1	The Developer agrees that it has been provided with and reviewed the Agency Sustainability Strategy 2021-25 and must develop the Land consistent with that document.	Noted.
1.3	No Gas Connections	
1.3.1	Without limiting clause 1.2.1 in this Schedule, 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.	Noted and actioned.
1.4	Green Star Building Requirements	
1.4.1	The Developer must provide to SLA promptly following receipt of a Development Approval by the Authority: (1) evidence that the Developer has registered the project with GBCA. The Developer must provide evidence that it has registered for the Green Star Buildings Rating process, including entering into the Green Star Certification Agreement with GBCA and paying all relevant fees associated with the project, and (2) a targeted assessment confirmation. The targeted assessment confirmation is to include a letter of confirmation including a Green Star Buildings Submission Planner provided by an accredited Green Star professional confirming that the project targeted credit performance is able (on track) to achieve 5 star (Buildings) rating.	Noted.
1.4.2	For the avoidance of doubt, the Developer will not be required to provide any further evidence upon completion of construction what Green Star Buildings Rating is achieved at construction.	Noted.
1.5	Car Parking Requirements - General	
1.5.1	The Developer must design improvements of the Land to provide parking on the Land that contains: (1) no less than 370 car parking spaces that are exclusively to be used for public car parking and to be available for such use 24 hours a day every day; (2) no less than 700 car spaces in podium and basement car parks, available to all user groups, which, in the reasonable opinion of the Agency share and balance the need for parking at peak and off-peak times; (3) no less than 10 car parking spaces must be proximate to Community Housing Dwellings suitable for car parking for durations of no more than 30 minutes and to be available for such use 24 hours a day every day; (4) no less than 10 car parking spaces must be suitable for short term car parking for the purposes of accommodating taxi, rider sharing and similar purposes for durations of no more than 30 minutes and to be available for such use 24 hours a day every day;	Noted and actioned.
1.6	Vehicle Park Requirements - Electric Vehicle Charging	
1.6.1	The Developer must design and construct improvements and all necessary infrastructure on the Land to provide for charging electric vehicles, including wiring and electrical capacity for:	Noted and actioned. Refer to Development schedule



	<p>(1) no less than 200 car parking spaces, which must be designed and constructed to the standard required for Class 2 Buildings under the National Construction Code as if they were associated with a Class 2 building;</p> <p>(2) a further number of car parking spaces, which must be constructed to the standard required for Class 5 Buildings under the National Construction Code, in such numbers as would be required under the National Construction Code if all Buildings on the Land were Class 5;</p> <p>(3) motorcycle, moped and similar vehicles parking spaces; which must be constructed to the standard required for Class 5 Buildings under the National Construction Code, in such numbers as would be required under the National Construction Code if all Buildings on the Land were Class 5;</p> <p>(4) electric bicycle and scooter parking spaces, which must be co-located with dedicated "end of trip" facilities for users of such vehicles, which must be constructed to the standard required for Class 5 Buildings under the National Construction Code, in such numbers as would be required under the National Construction Code if all Buildings on the Land were Class 5.</p>	and Traffic Impact Assessment.
1.6.2	For the avoidance of doubt, the obligations in clause 1.6.1 do not reduce or otherwise mitigate any requirements under the National Construction Code or the Territory Plan, and, to the extent there is any inconsistency between clause 1.6.1 and either the National Construction Code or the Territory Plan, the Developer must comply with the more onerous requirement as determined by the SLA.	Noted.
1.6.3	<p>In respect of each dedicated space for parking and charging electric cars, the Developer must provide for wiring capacity for a minimum of 7kW AC charging point in close proximity to the car parking space including:</p> <p>(1) wiring supplied from distribution boards installed on each car park level (not from individual unit switchboards);</p> <p>(2) distribution boards and associated sub-mains and electric vehicle charger circuit breakers installed at the time of building;</p> <p>(3) cable trays and conduits along with the individual electric vehicle charger power and load management data cabling from electric vehicle charger distribution boards to individual parking spaces installed at the time of building; and</p> <p>(4) an on-site centralised load management to manage electric vehicle charger supply of electricity.</p>	Noted and actioned.
1.6.4	In the event of any inconsistency between clause 1.6 in this Schedule and any laws in force in the Territory (including the Territory Plan), then, to the extent of any only inconsistency, the law(s) will prevail.	Noted.



Schedule 5

CLAUSE	CONDITION	RESPONSE
1.2.	Car Parking Operations	
1.2.1.	The Developer must operate a Public Car Park during the Car Park Term.	
1.2.2.	The Developer may charge the public for car parking on the Land and: (1) is entitled to all income derived from the Public Car Park during the Car Park Term; but (2) must not charge fees for use of the Public Car Park which exceed the fees for Phillip set in the Road Transport (General) (Pay Parking Area Fees) Determination 2022 (No 2) (ACT) or any replacement legislative instrument.	Noted.
1.2.3.	The Developer must comply with all directions from a Relevant Authority in respect of the Public Car Park, and maintain and operate the Public Car Park in accordance with all applicable: (1) laws; and (2) design and building standards.	Noted.
1.2.4.	The Developer must: (3) apply to be declared a Parking Authority for an area which includes the Land in accordance with section 33 of the Road Transport Regulation prior to commencement of the Car Park Term; and (4) comply with the Road Transport Regulation.	Noted.
1.2.5.	The Developer acknowledges that the Agency, or any other Relevant Authority, is not required to: (5) maintain the Land or any equipment on the Land used for the purposes of Public Car Park; or (6) monitor or enforce the public's compliance with any terms of use of the Public Car Park set by the Developer, such as paid parking.	Noted.
1.3.	Ending Car Parking Operations	
1.3.1.	The Developer must provide written notice to all residences and businesses in the area identified on the Stakeholder Map which sets out the following details: (7) the Closure Date of the Public Car Park; and (8) the Alternate Car Park Arrangements.	Noted.
1.3.2.	The notice referred to in clause 1.3.1 of this Schedule must be given in the following manner: (1) 1 letterbox drop on a date which is 4 calendar weeks before the Closure Date; and (2) 1 letterbox drop on a date which is 7 days before the Closure Date;	Noted.
1.3.3.	In addition to the notice referred to in clause 1.3.1, the Developer must advise other stakeholders of the Closure Date of the Public Car Park and the Alternate Car Park Arrangements by:	Noted.



	<p>(1) displaying a prominent sign in the Public Car Park in the following locations:</p> <p>(a) all entry and exit points; and</p> <p>(b) all ticketing machines.</p> <p>(2) printing flyers and placing them on all vehicles parked in the Public Car Park;</p> <p>(3) written notice to Access Canberra and City Services at the following address:</p> <p>Access Canberra Director Parking Operations GPO Box 158 Canberra City ACT 2601</p> <p>City Services Transport Canberra and City Services Directorate 480 Northbourne Avenue Dickson ACT 2602; and</p> <p>(4) electronic mail notice to Woden Valley Community Council at the following address: wodenvalleycommunitycouncil@gmail.com; and</p> <p>(5) electronic mail notice to the Agency to the electronic mail address in Item 4 of Schedule I.</p>	
1.3.4	<p>The Developer must take all actions referred to in clause 1.3.3:</p> <p>(1) 4 calendar weeks before the Closure Date; and</p> <p>(2) 7 days before the Closure Date</p>	Noted.
1.4.	Removing Streetlights	
1.4.1	<p>The Parties acknowledge the removal of Streetlights may be the subject of specific obligations set out in the Deed of Agreement and, to the extent the rights and obligations set out in this clause are reflected or superseded in the Deed of Agreement, this clause may be redundant. Notwithstanding this, to the extent any requirements in this clause are not addressed (in the opinion of the Agency), this clause will apply.</p>	Noted.
1.4.2.	<p>As soon as reasonably possible following the Closure date the Developer must remove, without damage, all Streetlights located on the Land.</p>	Noted.
1.4.3.	<p>Not less than 5 Working Days prior to removing the Streetlights, the Developer must notify the Agency of its intention to do so including the time date and number of Streetlights the Developer intends to remove.</p>	Noted.
1.4.4	<p>Prior to the date set out in the Developer's notice issued under clause 1.4.3, the Agency may notify the Developer of a location, within the Territory where the Streetlights are to be removed to and stored and any reasonable conditions in respect of the transport, delivery to that location and handover of the Streetlights to the Agency, Territory or any person or entity notified by the Agency.</p>	Noted.



1.4.5.	The Developer will deliver the Streetlights safely and without damage at its own expense and comply with any direction in any notice given by the Agency under clause 1.4.4.	Noted.
1.4.6.	<p>If the Agency does not give a notice under clause 1.4.4 the Developer must safely and without damage store the Streetlights at a location within the Territory and provide notice to the Agency:</p> <p>(1) The location where the removed Streetlights have been or will be removed to;</p> <p>(2) How the Agency may take delivery of the Streetlights; and</p> <p>(3) The daily costs the Developer will charge for storing the Streetlights.</p>	Noted.
1.4.7.	The Developer must safely store the Streetlights at any location notified to the Agency until the Agency attend the location and takes delivery of the Streetlights.	Noted.
1.4.8.	The Agency must pay the costs of Developer storing the Streetlights as notified (provided those costs are reasonably calculated) and the Developer may invoice the Agency no more than once per month for such costs while the Streetlights remain in storage (and at the end of the storage).	Noted.
1.4.9.	The Developer must make all reasonable efforts to assist the Territory with the collection of the Streetlights.	Noted.
1.5.	Removing Public Toilets	
1.5.1.	The Parties acknowledge the removal of Public Toilets may be the subject of specific obligations set out in the Deed of Agreement and, to the extent the rights and obligations set out in this clause are reflected or superseded in the Deed of Agreement, this clause may be redundant. Notwithstanding this, to the extent any requirements in this clause are not addressed (in the opinion of the Agency), this clause will apply.	Noted.
1.5.2.	As soon as reasonably possible following the Closure date the Developer must remove, without damage, Toilets located on located on the Land including disconnecting the Toilets from water, electrical and other utilities.	Noted.
1.5.3.	Not less than 10 Working Days prior to removing the Toilets, the Developer must notify the Agency of its intention to do so including the time and date the Developer intends to remove them.	Noted.
1.5.4.	Prior to the date set out in the Developer's notice issued under clause 1.5.3, the Agency may notify the Developer of a location, within the Territory where the Toilets are to be removed to and stored and any reasonable conditions in respect of the transport, delivery to that location and handover of the Toilets to the Agency, Territory or any person or entity notified by the Agency.	Noted.
1.5.5.	The Developer will deliver the Toilets safely and without damage at its own expense and comply with any direction in any notice given by the Agency under clause 1.5.4.	Noted.
1.5.6.	If the Agency does not give a notice under clause 1.5.4 the Developer must safely and without damage store the Toilets at	Noted.



	<p>a location within the Territory and provide notice to the Agency:</p> <p>(4) The location where the removed Toilets have been or will be removed to;</p> <p>(5) How the Agency may take delivery of the Toilets; and</p> <p>(6) The daily costs the Developer will charge for storing the Toilets.</p>	
1.5.7.	The Developer must safely store the Toilets at any location notified to the Agency until the Agency attend the location and takes delivery of the Toilets.	Noted.
1.5.8.	The Agency must pay the costs of Developer storing the Toilets as notified (provided those costs are reasonably calculated) and the Developer may invoice the Agency no more than once per month for such costs while the Toilets remain in storage (and at the end of the storage).	Noted.
1.5.9.	The Developer must make all reasonable efforts to assist the Territory with the collection of the Toilets.	Noted.