

Planning agreement

The Council of the City of Sydney
ABN 22 636 550 790 and

Deicorp Projects (Joynton Ave) Pty Ltd
ACN 658 702 240

For 130 Joynton Ave, Zetland NSW 2017

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THIS PLANNING AGREEMENT is made on

2024.

BETWEEN:

- (1) **The Council of the City of Sydney** ABN 22 636 550 790 of Town Hall House, 456 Kent Street, SYDNEY NSW 2000 (the **City**); and
- (2) **Deicorp Projects (Joynton Ave) Pty Ltd** ACN 658 702 240 of Suite 301, Level 3, 161 Redfern Street, NSW 2016 (the **Developer**).

BACKGROUND

- (A) The Developer is the owner of the Land and intends to undertake the Development on the Land.
- (B) The Developer has offered to enter into this document with the City to provide the Public Benefits on the terms of this document.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

Act means the *Environmental Planning and Assessment Act 1979 (NSW)*.

Adverse Affectation has the same meaning as in Part 3 of Schedule 2 of the *Conveyancing (Sale of Land) Regulation 2022 (NSW)*.

Attributed Value means the value the City and the Developer agree is to be attributed to each Item of the Public Benefits, as set out in clause 1 of Schedule 3 of this document.

Authorisation means:

- (a) an approval, authorisation, consent, declaration, exemption, permit, licence, notarisation or waiver, however it is described, and including any condition attached to it; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.

City Contribution means the financial contribution of \$2,379,739.00 excluding GST paid by the City to the Developer towards the delivery of the Developer's Works, in accordance with this document.

City Contribution Payment Schedule has the meaning given in clause 8 of Schedule 3.

City's Policies means all policies and procedures relevant to the provision of the Public Benefits, as notified by the City in writing to the Developer.

City's Representative means the person named in Item 3 of Schedule 1 or his/her delegate.

Completion means the point at which the Developer's Works are complete except for minor defects:

- (a) the existence of which do not prevent the Developer's Works being reasonably capable of being used for their intended purpose;
- (b) which the Developer has grounds for not promptly rectifying; and
- (c) rectification of which will not affect the immediate and convenient use of the Developer's Works for their intended purpose.

Completion Notice means a notice issued by the Developer in accordance with clause 6.1.

Confidential Information means:

- (a) information of a party (**disclosing party**) that is:
 - (i) made available by or on behalf of the disclosing party to the other party (**receiving party**), or is otherwise obtained by or on behalf of the receiving party; and
 - (ii) by its nature confidential or the receiving party knows, or ought reasonably to know, is confidential.

Confidential Information may be made available or obtained directly or indirectly, and before, on or after the date of this document.

Confidential Information does not include information that:

- (a) is in or enters the public domain through no fault of the receiving party or any of its officers, employees or agents;
- (b) is or was made available to the receiving party by a person (other than the disclosing party) who is not or was not then under an obligation of confidence to the disclosing party in relation to that information; or
- (c) is or was developed by the receiving party independently of the disclosing party and any of its officers, employees or agents.

Construction Certificate has the same meaning as in the Act.

Contamination has the meaning given to that word in the *Contaminated Land Management Act 1997* (NSW).

Corporations Act means the *Corporations Act 2001* (Cth).

Dealing means selling, transferring, assigning, novating, mortgaging, charging, or encumbering and, where appearing, **Deal** has the same meaning.

Defect means any error, omission, defect, non-conformity, discrepancy, shrinkage, blemish in appearance or other fault in the Public Benefits or any other matter which prevents the Public Benefits from complying with the terms of this document, but does not include any damage as a consequence of vandalism or other malicious damage, including graffiti.

Defects Liability Period means the period of 12 months from the date on which the Developer's Works reach Completion.

Developer's Representative means the person named in Item 4 of Schedule 1 or his/her delegate.

Developer's Works means those parts of the Public Benefit described as "Developer's Works" at Item 2 of Clause 1, Schedule 3, to be delivered by the Developer in accordance with this document.

Development means the development of the Land by the Developer described at Item 2 of Schedule 1.

Development Application means the development application identified in Item 5 of Schedule 1 and includes all plans, reports models, photomontages, material boards (as amended supplemented) submitted to the consent authority before the determination of that Development Application.

Development Consent means the consent granted to the Development Application for the Development and includes all modifications made under section 4.55 of the Act.

Dispute means any dispute or difference between the parties arising out of, relating to or in connection with this document, including any dispute or difference as to the formation, validity, existence or termination of this document.

Environmental Laws means all laws and legislation relating to environmental protection, building, planning, health, safety or work health and safety matters and includes the following:

- (a) the *Work Health and Safety Act 2011 (NSW)*;
- (b) the *Protection of the Environment Operations Act 1997 (NSW)*; and
- (c) the *Contaminated Land Management Act 1997 (NSW)*.

Environmental Management Plan means a plan prepared in accordance with the NSW Environment Protection Authority's *Consultants reporting on contaminated land: Contaminated Land Guidelines*, as updated from time to time.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or

- (c) a person (whether autonomous or not) who is charged with the administration of a law.

Gross Floor Area has the meaning given to that term in the *Sydney Local Environment Plan* in effect at the date of this document.

GST means the same as in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Guarantee means a bank guarantee or documentary performance bond for the Guarantee Amount which must:

- (a) be denominated in Australian dollars;
- (b) be an unconditional undertaking;
- (c) be signed and issued by a bank licensed to carry on business in Australia, an Australian Prudential Regulation Authority (APRA) regulated authorised deposit taking institution or an insurer authorised by APRA to conduct new or renewal insurance business in Australia having at all times an investment grade security rating from an industry recognised rating agency of at least:
 - (i) BBB + (Standard & Poors and Fitch);
 - (ii) Baa 1 (Moody's); or
 - (iii) Bbb (Bests);
- (d) be issued on behalf of the Developer;
- (e) have no expiry or end date;
- (f) state the beneficiary as the City;
- (g) be irrevocable;
- (h) state the Guarantee Amount as the minimum amount required by this document to be lodged as security;
- (i) state the purpose of the security as required in accordance with this document; and
- (j) be on such other terms approved by the City.

Guarantee Amount means the amount for each Guarantee the Developer must provide to the City, as set out in Annexure B.

Guarantee Amount Due Date means the date or milestone by which the Developer must provide each Guarantee to the City, as set out in Annexure B.

Guarantee Release Conditions means the conditions that must be satisfied in order for each Guarantee to be released by the City to the Developer in accordance with this document, as set out in Annexure B.

Index Number means the Consumer Price Index (Sydney all groups) published by the Australian Bureau of Statistics from time to time.

Insolvency Event means:

- (a) having a controller, receiver, manager, administrator, provisional liquidator, liquidator or analogous person appointed;
- (b) an application being made to a court for an order to appoint a controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property
- (c) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (d) an application being made to a court for an order for its winding up;
- (e) an order being made, or the person passing a resolution, for its winding up;
- (f) the person:
 - (i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
 - (ii) being unable to pay its debts or otherwise insolvent;
- (g) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- (h) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or
- (i) any analogous event under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by the other party.

Item means a numbered item in Schedule 1 or Schedule 2, or an item of Public Benefit in clause 1 of Schedule 3, as the context requires.

Land means the land described in Item 1 of Schedule 1 of this document.

Laws means all applicable laws, regulations, industry codes and standards, including all Environmental Laws.

Monetary Contribution means that part of the Public Benefits referred to as "monetary Contribution" set out in Item 3.1 of Clause 1, Schedule 3 to be paid by the Developer to the City in accordance with this document.

Occupation Certificate has the same meaning as in the Act.

Personal Information means:

- (a) personal information within the meaning of the *Privacy and Personal Information Protection Act 1998* (NSW);
- (b) health information within the meaning of the *Health Records and Information Privacy Act 2002* (NSW); and
- (c) any information which does not fall within the scope of paragraphs (a) and (b) above, but is personal information within the meaning of the *Privacy Act 1988* (Cth).

Personnel means the Developer's officers, employees, agents, contractors or subcontractors.

Privacy Laws means the *Privacy Act 1988* (Cth), the *Privacy and Personal Information Protection Act 1998* (NSW), the *Health Records and Information Privacy Act 2002* (NSW); the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth) and any other applicable legislation, regulations, guidelines, codes and the City's Policies relating to the handling of Personal Information.

Public Benefits means the provision of benefits to the community by the Developer in the form and at the times specified in Schedule 3.

Regulation means the *Environmental Planning and Assessment Regulation 2021* (NSW).

Stage means a stage of the Development, as set out in Annexure A.

Standards means the policies, procedures and standards for carrying out the Developer's Works, listed non-exhaustively at clause 7 of Schedule 3.

Subdivision of Land has the same meaning as in the Act.

Tax means a tax, levy, duty, rate, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge.

Transfer Land means land forming part of the Public Benefit that is to be either dedicated or transferred to the City in accordance with Schedule 3 of this document.

1.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that

document, agreement or provision as amended, supplemented, replaced or novated;

- (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
 - (c) A word which suggests one gender includes the other genders.
 - (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
 - (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
 - (f) A reference to **including** means "including, without limitation".
 - (g) A reference to **dollars** or **\$** is to an amount in Australian currency.
 - (h) A reference to **this document** includes the agreement recorded by this document.
 - (i) Words defined in the GST Act have the same meaning in clauses about GST.
 - (j) This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

2. **APPLICATION OF THE ACT AND THE REGULATION**

2.1 **Application of this document**

This document is a planning agreement within the meaning of section 7.4 of the Act and applies to:

- (a) the Land; and
- (b) the Development.

2.2 **Public Benefits to be made by Developer**

Clause 5 and Schedule 3 set out the details of the:

- (a) Public Benefits to be delivered by the Developer;
- (b) time or times by which the Developer must deliver the Public Benefits; and

- (c) manner in which the Developer must deliver the Public Benefits.

2.3 **Application of sections 7.11, 7.12 and 7.24 of the Act**

- (a) The application of section 7.11 of the Act is excluded
- (b) The application of sections 7.12 and 7.24 of the Act are not excluded;

2.4 **City rights**

This document does not impose an obligation on the City to:

- (a) grant Development Consent for the Development; or
- (b) exercise any function under the Act in relation to a change to an environmental planning instrument, including the making or revocation of an environmental planning instrument.

2.5 **Explanatory note**

The explanatory note prepared in accordance with clause 205 of the Regulation must not be used to assist in construing this document.

3. **OPERATION OF THIS PLANNING AGREEMENT**

3.1 **Commencement**

This document will commence on the date of execution of this document by all parties to this document.

4. **WARRANTIES**

4.1 **Mutual warranties**

Each party represents and warrants that:

- (a) (**power**) it has full legal capacity and power to enter into this document and to carry out the transactions that it contemplates;
- (b) (**corporate authority**) it has taken all corporate action that is necessary or desirable to authorise its entry into this document and to carry out the transactions contemplated;
- (c) (**Authorisations**) it holds each Authorisation that is necessary or desirable to:
 - (i) enable it to properly execute this document and to carry out the transactions that it contemplates;
 - (ii) ensure that this document is legal, valid, binding and admissible in evidence; or
 - (iii) enable it to properly carry on its business as it is now being conducted, and it is complying with any conditions to which any of these Authorisations is subject;

- (d) (**documents effective**) this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;
- (e) (**solvency**) there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable; and
- (f) (**no controller**) no controller is currently appointed in relation to any of its property, or any property of any of its subsidiaries.

4.2 **Developer warranties**

- (a) The Developer warrants to the City that, at the date of this document:
 - (i) it is the registered proprietor of the Land;
 - (ii) it is legally entitled to obtain all consents and approvals that are required by this document and do all things necessary to give effect to this document;
 - (iii) all work performed by the Developer and the Personnel under this document will be performed with due care and skill and to a standard which is equal to or better than that which a well experienced person in the industry would expect to be provided by an organisation of the Developer's size and experience; and
 - (iv) it is not aware of any matter which may materially affect the Developer's ability to perform its obligations under this document.
- (b) The Developer warrants to the City that, prior to commencing delivery of the Public Benefits it will have obtained all Authorisations and insurances required under any Law to carry out its obligations under this document.

5. **PUBLIC BENEFITS**

5.1 **Developer to provide Public Benefits**

The Developer must, at its cost and risk, provide the Public Benefits to the City in accordance with this document.

5.2 **City Contribution**

- (a) In consideration for the Developer carrying out Items 2.4 of the Public Benefits, the City agrees to pay the Developer the City Contribution in accordance with the City Contribution Payment Schedule in Schedule 3.
- (b) The payment of any City Contribution amount is subject to the Developer:
 - (i) providing a correctly rendered tax invoice; and
 - (ii) in respect of any payments made on Completion of an Item, the Developer providing the City with a Guarantee for an amount equal to 10% of the Attributed Value of the Item as security for the Developer's

performance of its obligations under clause 8 in respect of that Item of Public Benefits, and as set out in Annexure B.

- (c) Subject to the Developer complying with clause 5.2(b), the City will pay correctly rendered tax invoices, less any amount due from the Developer to the City as a result of clause 5.2(f), within 30 days of the date the City receives the invoice.
- (d) The Developer acknowledges that:
 - (i) the City Contribution amount is fixed under this document and not subject to any escalation, adjustment or increase; and
 - (ii) the scope of Items 2.4 of the Public Benefits will not change or reduce, nor the City Contribution change, if the costs required to complete those Items is greater than the City Contribution.
- (e) Payment of the City Contribution does not constitute any admission that the Developer's Works comply, or that the Developer has complied with this document.
- (f) The City may set off or deduct at any time from the City Contribution any debt or other moneys due and payable by the Developer to the City under this document.

5.3 Maintenance of Developer's Works

- (a) In this clause 5.3, the following definitions apply:

Maintain means works to bring an item to a state of reasonable condition and in accordance with relevant standards applicable at the time of construction of the item, but does not include removing graffiti or repairing any item damaged as a consequence of vandalism. **Maintained** and **Maintenance** have corresponding meanings.

Maintenance Period is the period of 12 months from the date on which the Developer's Works reach Completion.

- (b) The Developer's Works must be Maintained by the Developer during the Maintenance Period.
- (c) The Developer must follow the City's Policies and obtain and comply with all Authorisations necessary to carry out the Maintenance required under this clause 5.3.
- (d) If, during the Maintenance Period, the City becomes aware of an item of the Developer's Works that requires urgent Maintenance to ensure public safety or avoid damage or loss to the public or property, the City may, by itself, its employees, contractors or agents, carry out the required works and may recover as a debt due and owing to the City, any difference between the amount of the Guarantee and the costs reasonably incurred by the City in carrying out the Maintenance work.

6. **COMPLETION**

6.1 **Date of Completion**

The Developer must ensure that the Developer's Works reach Completion on or before the date or milestone referred to in Clause 1 of Schedule 3 of this document.

6.2 **Developer completion notice**

When, in the reasonable opinion of the Developer, the Developer's Works have reached Completion, the Developer must notify the City's Representative in writing and must include in that notice:

- (a) a statement from the person with direct responsibility and supervision of that work that in their opinion the Developer's Works have reached Completion;
- (b) copies of any warranties, guarantees, maintenance information or other material reasonably required for the City to assume responsibility for the Developer's Works; and
- (c) at least two sets of the "as built" drawings of the Developer's Works, including one set in electronic format, , prepared in accordance with the City's Public Domain Manual and Technical Specifications or other policies as applicable,

(Completion Notice). For the avoidance of doubt, the Developer can issue separate Completion Notices at separate times for different elements of the Developer's Works, however the Developer must ensure that Completion is achieved for the Developer's Works before the due date specified in Item 1 of Schedule 3.

6.3 **Inspection by the City**

- (a) The City's Representative must inspect the Developer's Works within 5 Business Days of the date that the Completion Notice is received by the City. The City's Representative may refuse to complete the inspection until the Completion Notice has been issued with all required documentation attached in accordance with clause 6.2. Within 10 Business Days of the date of the inspection by the City's Representative, the City must by written notice to the Developer:
 - (i) state that Completion has been achieved;
 - (ii) state that Completion has not been achieved and, if so, identify the Defects, errors or omissions which, in the opinion of the City's Representative, prevent Completion; or
 - (iii) issue a notice under clause 6.4(a).
- (b) Nothing in this clause 6.3, or any notice issued under this clause 6.3, will:
 - (i) reduce or waive in any manner the Developer's responsibility to:

- (A) deliver the Developer's Works in accordance with this document; or
- (B) the Developer's responsibility to correct Defects, errors or omissions, whether or not these are identified by the City; or
- (ii) create any liability for the City in relation to any defective aspect of the Developer's Works.

6.4 **Non-completion of Public Benefits**

- (a) If the Developer makes a request by notice in writing not to complete the Public Benefits (or any part of the Public Benefits):
 - (i) the City may permit the Developer not to complete the Public Benefits (or any part of the Public Benefits) by issuing a notice in writing to the Developer stating that completion of the items identified in that notice is not required to fulfil the Developer's obligations under this document; and
 - (ii) the City may require payment or make a claim on the Guarantee in such amount as the City considers necessary to complete the portion of Public Benefit not being delivered by the Developer.
- (b) If the Developer fails to complete the whole of the Public Benefits in the form and to the standards required under the Development Consent or this document then the City may either:
 - (i) complete the Public Benefits itself, including by exercising its right to compulsorily acquire the Transfer Land in accordance with clause 10.6 of this document; or
 - (ii) modify the Public Benefits to reasonably achieve the objectives identified in the Development Consent and this document,

and may recover all costs of and reasonably incidental to that work from the Developer. The City can claim on the Guarantee in order to exercise this right, in which case the provisions of clause 10 will apply. To the extent that the City's costs exceed the amount of the Guarantee, the City can recover this amount from the Developer as a debt due and owing to the City.

- (c) If the City exercises its rights under this clause 6.4 to complete the Public Benefits, the Developer grants the City a licence for the period necessary for the City to access the Land to carry out, or procure the carrying out, of the Public Benefits.

7. **INDEMNITY**

The Developer indemnifies the City against all damage, expense, loss or liability of any nature suffered or incurred by the City arising from any act or omission by the Developer (or any Personnel) in connection with the performance of the Developer's obligations under this document, except to the extent the damage, expense, loss or liability suffered or incurred is caused by, or contributed to by,

any wilful or negligent act or omission of the City (or any person engaged by the City).

8. DEFECTS LIABILITY

8.1 Security for Defects Liability Period

Until the expiry of the relevant Defects Liability Period, the City may retain a Guarantee for an amount equal to 10% of the Attributed Value of the Developer's Works as security for the Developer's performance of its obligations under this clause 8. The Developer must make any necessary arrangements to allow the provision of the Guarantee for the Defects Liability Period in accordance with this clause.

8.2 Defect in the Public Benefits

- (a) If:
 - (i) the Developer is in breach of clause 4.2 of this document; or
 - (ii) the City notifies the Developer of a Defect in the Public Benefits within the Defects Liability Period,then, following written notice from the City, the Developer must promptly correct or replace (at the Developer's expense) the defective elements of the Public Benefits.
- (b) If the Developer is unable or unwilling to comply with clause 8.2(a), or fails to rectify the Defect within three months of receiving notice from the City under clause 8.2(a), the City may:
 - (i) rectify the Defect itself;
 - (ii) make a claim on the Guarantee in accordance with clause 10 for the reasonable costs of the City in rectifying the Defect; and
 - (iii) to the extent the costs incurred to rectify the Defect exceeds the Guarantee, recover the reasonable costs from the Developer as a debt due and owing to the City.
- (c) If the City requires access to the Land to rectify any Defect, the Developer grants the City and its contractors a licence for such period as is reasonably necessary for the City and its contractors to access the Land to carry out, or procure the carrying out, of the rectification works.
- (d) The City acknowledges and agrees;
 - (i) that the Developer intends to carry out the Development in Stages as set out in Annexure A; and

that any notice given under this clause 8.2(a) in relation to a Public Benefit will be dealt with independently of any other Stage and will not delay the Completion of any other Stage so long as the rectification required of such defect does not adversely affect the public use or safety of the Stage, nor impact the completion and/or use of the subsequent Stage, as determined by the City.

9. REGISTRATION AND CAVEAT

9.1 Registration of this document

(a) The Developer:

- (i) consents to the registration of this document at the NSW Land Registry Services on the certificate of title to the Land;
- (ii) warrants that it has obtained all consents to the registration of this document on the certificate of title to the Land; and
- (iii) must within 10 Business Days of a written request from the City do all things necessary to allow the City to register this document on the certificate of title to the Land, including but not limited to:
 - (A) producing any documents or letters of consent required by the Registrar-General of the NSW Land Registry Services; and
 - (B) providing the City with payment for registration, electronic lodgement and requisition fees (where applicable) required for registration of this document at NSW Land Registry Services.
- (iv) The Developer must act promptly in complying with and assisting to respond to any requisitions raised by the NSW Land Registry Services that relate to registration of this document.

9.2 Release of this document

(a) If:

- (i) the City is satisfied, acting reasonably, that the Developer has provided all Public Benefits and otherwise complied with this document; or
- (ii) this document is terminated in accordance with clause 14,

then the City must promptly do all things reasonably required to remove this document from the certificate of title to the Land.

- (b) The Developer must, within 10 Business Days of a written request from the City, do all things necessary to allow the City to comply with clause 9.2(a), including but not limited to:
- (A) producing any documents or letters of consent required by the Registrar-General of the NSW Land Registry Services; and
 - (B) providing the City with payment for registration, lodgement and requisition fees (where applicable) required for removal of this document from the certificate of title to the Land by NSW Land Registry Services.

10. ENFORCEMENT

10.1 Developer to provide Guarantees

The Developer must deliver the Guarantees for the Guarantee Amounts to the City by the Guarantee Amount Due Dates as set out in Annexure B.

10.2 Adjustment of Guarantee Amount

- (a) Subject to clause 10.2(b), following each anniversary of the date of each Guarantee (the "Adjustment Date") and at any time prior to the expiry of the Defects Liability Period, the Guarantee Amounts are to be adjusted to a revised amount by applying the following formula:

$$\mathbf{RGA} = \mathbf{GA} \times (\mathbf{A/B})$$

where:

RGA is the revised guarantee amount applicable from the relevant Adjustment Date

GA is the Guarantee Amount that is current on the relevant Adjustment Date

A is the Index Number most recently published before the relevant Adjustment Date

B is the Index Number most recently published:

- (i) before the date of the Guarantee for the first Adjustment Date; and
- (ii) before the preceding Adjustment Date for every subsequent Adjustment Date

If after the formula is applied the revised Guarantee Amount will be less than the amount held at the preceding Adjustment Date, the Guarantee Amount will not be adjusted.

- (b) If the Guarantee Amount is adjusted under clause 10.2(a), the Developer is not required to provide the City with a replacement Guarantee for that revised Guarantee Amount until such time as the City notifies the Developer that the City is ready to exchange the then current Guarantee held by the City, following which the City and the Developer must promptly exchange the then current Guarantee held by the City with a replacement Guarantee for that revised Guarantee Amount from the Developer.

10.3 Right of City to claim on Guarantees

- (a) The Developer agrees that the City may make an appropriation from the Guarantees in such amount as the City, acting reasonably, thinks appropriate if:
- (i) the Developer fails to comply with clause 4.2 of Schedule 3 of this document;

- (ii) the City allows the Developer not to complete the Public Benefits, or any part of them, in accordance with clause 6.4(a)(ii) and the Developer has not provided payment in lieu of completion of the Public Benefits in accordance with clause 6.4(a)(ii);
 - (iii) an Insolvency Event occurs in respect of the Developer;
 - (iv) the Developer fails to deliver the Public Benefits in accordance with clause 6.4(b);
 - (v) the Developer fails to carry out Maintenance in accordance with clause 5.3 of this document;
 - (vi) the Developer fails to rectify a Defect in accordance with clause 8.2 of this document;
 - (vii) the Developer's Works do not reach Completion within 48 months of the date of issue of the first Construction Certificate in respect of that Stage of the Development containing that Item (or such later time as agreed by the City in writing);
 - (viii) the Developer fails to repair the Developer's Works in accordance with clause 5 of Schedule 3; or
 - (ix) the City incurs any other reasonable expense or liability in exercising its rights and powers under this document.
- (b) Any amount of the Guarantee appropriated by the City in accordance with clause 10.3 must be applied only towards:
- (i) the reasonable costs and expenses incurred by the City rectifying any default by the Developer under this document; and
 - (ii) carrying out any works required to achieve the Public Benefits.

10.4 Expenditure by the City

If the City claims on a Guarantee to Complete the Developer's Works, then the City:

- (a) is not required to expend more money than the Guarantee Amount and may elect not to carry out items of the Developer's Works to ensure that those works can be carried out for an amount equal to or less than the Guarantee Amount; or
- (b) may expend more than the Guarantee Amount. If the City reasonably expends more money than the Guarantee Amount then the amount in excess of the Guarantee Amount will be deemed to be a debt due and owing to the City by the Developer.

10.5 Top-up and return of Guarantee

- (a) If the City calls upon a Guarantee in accordance with this clause 10 then the Developer must immediately provide to the City a replacement Guarantee to ensure that, at all times until that Guarantee is released in

accordance with paragraph (b), the City is in possession of a Guarantee for a face value equivalent to the Guarantee Amount.

- (b) If:
- (i) the monies secured by a Guarantee have not been expended;
 - (ii) the City is satisfied the Guarantee Release Conditions for that Guarantee have been met; and
 - (iii) the Developer has provided all other Guarantees due to the City in accordance with Annexure B, and any adjustments or replacement Guarantees required by clauses 10.2(b) or 10.5(a),

then the City will promptly return that Guarantee to the Developer.

10.6 **Compulsory acquisition**

If the Developer fails to transfer or dedicate the Transfer Land to the City in accordance with Schedule 3 of this document then the City may compulsorily acquire that land for the amount of \$1.00 in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*. The City and the Developer agree that:

- (a) this clause 10.6 is an agreement between the Developer and the City for the purposes of section 30 of the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)*;
- (b) in this clause 10.6 the Developer and the City have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition;
- (c) if the acquisition of the Transfer Land is liable for duty, the City agrees to promptly make an application for an exemption from duty under section of 277 of the *Duties Act 1997 (NSW)* prior to the transfer of the Land; and
- (d) the Developer must pay the City, promptly on demand, an amount equivalent to all costs reasonably incurred by the City in acquiring the whole or any part of the Transfer Land as contemplated by this clause 10.6.

11. **DISPUTE RESOLUTION**

11.1 **Application**

Any Dispute must be determined in accordance with the procedure in this clause 11.

11.2 **Negotiation**

- (a) If any Dispute arises, a party to the Dispute (**Referring Party**) may by giving notice to the other party or parties to the Dispute (**Dispute Notice**) refer the Dispute to the Developer's Representative and the City's Representative for resolution. The Dispute Notice must:
 - (i) be in writing;

- (ii) state that it is given pursuant to this clause 11; and
- (iii) include or be accompanied by reasonable particulars of the Dispute including:
 - (A) a brief description of the circumstances in which the Dispute arose;
 - (B) references to any:
 - (aa) provisions of this document; and
 - (bb) acts or omissions of any person, relevant to the Dispute; and
 - (C) where applicable, the amount in dispute (whether monetary or any other commodity) and if not precisely known, the best estimate available.
- (b) Within 10 Business Days of the Referring Party issuing the Dispute Notice (**Resolution Period**), the Developer's Representative and the City's Representative must meet at least once to attempt to resolve the Dispute.
- (c) The Developer's Representative and the City's Representative may meet more than once to resolve a Dispute. The Developer's Representative and the City's Representative may meet in person, via telephone, videoconference, internet-based instant messaging or any other agreed means of instantaneous communication to effect the meeting.

11.3 **Not use information**

The purpose of any exchange of information or documents or the making of any offer of settlement under this clause 11 is to attempt to settle the Dispute. Neither party may use any information or documents obtained through any dispute resolution process undertaken under this clause 11 for any purpose other than in an attempt to settle the Dispute.

11.4 **Condition precedent to litigation**

Subject to clause 11.5, a party must not commence legal proceedings in respect of a Dispute unless:

- (a) a Dispute Notice has been given; and
- (b) the Resolution Period has expired.

11.5 **Summary or urgent relief**

Nothing in this clause 11 will prevent a party from instituting proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

12. TAXES AND GST

12.1 Responsibility for Taxes

- (a) With the exception of any GST that applies to the City Contribution, the Developer is responsible for any and all Taxes and other like liabilities which may arise under any Commonwealth, State or Territory legislation (as amended from time to time) as a result of or in connection with this document or the Public Benefits if payable.
- (b) The Developer must indemnify the City in relation to any claims, liabilities and costs (including penalties and interest) arising as a result of any Tax or other like liability for which the Developer is responsible under clause 12.1(a).

12.2 GST free supply

To the extent that Divisions 81 and 82 of the GST Law apply to a supply made under this document:

- (a) no additional amount will be payable by a party on account of GST; and
- (b) no tax invoices will be exchanged between the parties.

12.3 Supply subject to GST

To the extent that clause 12.2 does not apply to a supply made under this document, this clause 12.3 will apply.

- (a) If one party (**Supplying Party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration (**Receiving Party**) must also pay an amount (**GST Amount**) equal to the GST payable in respect of that supply.
- (b) Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.
- (c) If one party must indemnify or reimburse another party (**Payee**) for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax credit, but will be increased under clause 12.3(a) if the payment is consideration for a taxable supply.
- (d) If an adjustment event arises in respect of a taxable supply made by a Supplying Party, the GST Amount payable by the Receiving Party under clause 12.3(a) will be recalculated to reflect the adjustment event and a payment will be made by the Receiving Party to the Supplying Party, or by the Supplying Party to the Receiving Party, as the case requires.
- (e) The Developer will assume the City is not entitled to any input tax credit when calculating any amounts payable under this clause 12.3.

- (f) In this document:
 - (i) all City Contribution amounts are expressed as exclusive of GST in this document;
 - (ii) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably; and
 - (iii) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

13. **DEALINGS**

13.1 **Dealing by the City**

- (a) The City may Deal with its interest in this document without the consent of the Developer if the Dealing is with a Government Agency. The City must give the Developer notice of the Dealing within five Business Days of the date of the Dealing.
- (b) The City may not otherwise Deal with its interest in this document without the consent of the Developer, such consent not to be unreasonably withheld or delayed.

13.2 **Dealing by the Developer**

- (a) Prior to registration of this document in accordance with clause 9, the Developer must not Deal with this document or the Land without:
 - (i) the prior written consent of the City (such consent not to be unreasonably withheld); and
 - (ii) the City, the Developer and the third party the subject of the Dealing entering into a deed of consent to the Dealing on terms acceptable to the City.
- (b) On and from registration of this document in accordance with clause 9:
 - (i) the Developer may Deal with this document without the consent of the City only as a result of the sale of the whole of the Land (without subdivision) to a purchaser of the Land;
 - (ii) the Developer may register a plan of strata subdivision, and the City consents to this document remaining registered only on the certificate of title to the common property of the strata plan upon registration of the strata plan; and
 - (iii) the Developer must not otherwise Deal with this document to a third party that is not a purchaser of the whole or any part of the Land without:
 - (A) the prior written consent of the City (such consent not to be unreasonably withheld); and

- (B) the City, the Developer and the third party the subject of the Dealing entering into a deed of consent to the Dealing on terms acceptable to the City.
- (c) The Developer must pay the City's reasonable costs and expenses relating to any consent or documentation required due to the operation of this clause 13.2.
- (d) If a third party is acquiring an interest in the Land as a purchaser of one or more strata lots in a strata scheme (whether or not the relevant strata scheme has been registered at NSW Land Registry Services), then the Developer is not required to comply with 13.2(a) and 13.2(b)(iii).

13.3 **Extinguishment or creation of interests on Transfer Land**

- (a) Prior to the dedication or transfer of the Transfer Land to the City, the Developer must:
 - (i) extinguish all leases and licences over the Transfer Land; and
 - (ii) extinguish all redundant encumbrances and those that, in the City's reasonable opinion, would unreasonably impede the intended use of all or any part of the Transfer Land, subject to any encumbrances agreed in writing by the City (acting reasonably) to remain on title or as may be required for the purposes of delivering the Development.
- (b) The City agrees to provide all reasonable and necessary assistance to the Developer to give effect to clause 13.3(a)(ii), having regard to the nature of the encumbrances.
- (c) The Developer must comply with any reasonable directions by the City relating to the Transfer Land, including but not limited to the creation of any encumbrances over the Transfer Land required to be created under this document.

14. **TERMINATION**

- (a) The City may terminate this document by notice in writing to the Developer if the Development Consent lapses or is surrendered by the Developer.
- (b) If the City terminates this document under clause 14(a) then:
 - (i) the rights of each party that arose before the termination or which may arise at any future time for any breach or non-observance of obligations occurring prior to the termination are not affected;
 - (ii) the Developer must take all steps reasonably necessary to minimise any loss each party may suffer as a result of the termination of this document;
 - (iii) the City will return the Guarantees to the Developer after first deducting any amounts owing to the City or reasonable costs incurred by the City by operation of this document. If in exercising its rights under this document the City expends more money than the

Guarantee Amount then the amount in excess of the Guarantee Amount will be deemed to be a debt due and owing to the City by the Developer; and

- (iv) the City will, at the Developer's cost, do all things reasonably required to remove this document from the certificate of title to the Land.

15. CONFIDENTIALITY, DISCLOSURES AND PRIVACY

15.1 Use and disclosure of Confidential Information

A party (**receiving party**) which acquires Confidential Information of another party (**disclosing party**) must not:

- (a) use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this document; or
- (b) disclose any of the Confidential Information except in accordance with clauses 15.2 or 15.3.

15.2 Disclosures to personnel and advisers

- (a) The receiving party may disclose Confidential Information to an officer, employee, agent, contractor, or legal, financial or other professional adviser if:
 - (i) the disclosure is necessary to enable the receiving party to perform its obligations or to exercise its rights under this document; and
 - (ii) prior to disclosure, the receiving party informs the person of the receiving party's obligations in relation to the Confidential Information under this document and obtains an undertaking from the person to comply with those obligations.
- (b) The receiving party:
 - (i) must ensure that any person to whom Confidential Information is disclosed under clause 15.2(a) keeps the Confidential Information confidential and does not use it for any purpose other than as permitted under clause 15.2(a); and
 - (ii) is liable for the actions of any officer, employee, agent, contractor or legal, financial or other professional adviser that causes a breach of the obligations set out in clause 15.2(b)(i).

15.3 Disclosures required by law

- (a) Subject to clause 15.3(b), the receiving party may disclose Confidential Information that the receiving party is required to disclose:
 - (i) by law or by order of any court or tribunal of competent jurisdiction; or
 - (ii) by any Government Agency, stock exchange or other regulatory body.

- (b) If the receiving party is required to make a disclosure under clause 15.3(a), the receiving party must:
 - (i) to the extent possible, notify the disclosing party immediately it anticipates that it may be required to disclose any of the Confidential Information;
 - (ii) consult with and follow any reasonable directions from the disclosing party to minimise disclosure; and
 - (iii) if disclosure cannot be avoided:
 - (A) only disclose Confidential Information to the extent necessary to comply; and
 - (B) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

15.4 Receiving party's return or destruction of documents

On termination of this document the receiving party must immediately:

- (a) deliver to the disclosing party all documents and other materials containing, recording or referring to Confidential Information; and
- (b) erase or destroy in another way all electronic and other intangible records containing, recording or referring to Confidential Information,

which are in the possession, power or control of the receiving party or of any person to whom the receiving party has given access.

15.5 Security and control

The receiving party must:

- (a) keep effective control of the Confidential Information; and
- (b) ensure that the Confidential Information is kept secure from theft, loss, damage or unauthorised access or alteration.

15.6 Media releases

Either party must not issue any information, publication, document or article for publication in any media concerning this document or the Public Benefits without the prior written consent of the other party.

15.7 Privacy

- (a) Without limiting its obligations at law with respect to privacy and the protection of Personal Information, the Developer:
 - (i) must not, directly or indirectly collect, use or disclose any Personal Information under or in connection with this document except to the extent necessary to perform its obligations under this document; and

- (ii) must in the delivery of the Public Benefits and the performance of all its other obligations under this document comply with the Privacy Laws and must not do any act or engage in any practice that would breach the Privacy Laws or which if done or engaged in by the City would be a breach of any Privacy Laws.

16. **NOTICES**

- (a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or email. If it is sent by mail, it is taken to have been received 5 Business Days after it is posted. If it is sent by email, it is taken to have been received the same day the email was sent, provided that the sender has not received a delivery failure notice (or similar), unless the time of receipt is after 5:00pm in which case it is taken to be received on the next Business Day.
- (b) A person's address and email address are those set out in Schedule 1 for the City's Representative and the Developer's Representative, or as the person notifies the sender in writing from time to time.

17. **CHAIN OF RESPONSIBILITY**

- (a) In this clause:
 - (i) **Chain of Responsibility** means legislation that extends liability for Road Law offences to all parties whose actions, inactions or demands influence conduct on the road particularly in relation to speed, fatigue, vehicle standards, vehicle roadworthiness, load restraint, and mass and dimension.
 - (ii) **HVNL** means the *Heavy Vehicle National Law* (NSW), regulations and other instruments under it including any codes of practice and any consolidations, amendments, re-enactments or replacements.
 - (iii) **Heavy Vehicle** has the meaning given to it in the HVNL.
 - (iv) **Road Law** means any law, regulation or rule relating to the use of a road, restrictions on driving hours (in whichever legislative instrument those requirements may appear), mass, load and restraint requirements for the carriage of goods, dangerous goods, environmental impacts and speed and traffic requirements and includes the HVNL.
- (b) The Developer must in connection with any activity carried out on land owned by the City under or in relation to this document:
 - (i) comply with all Chain of Responsibility legislation and must ensure that any activity relating to a Heavy Vehicle used in connection with this document is undertaken in accordance with all applicable Chain of Responsibility obligations (including any fatigue, speed, mass, dimension or load restraint requirements);

- (ii) not ask, direct or require (directly or indirectly) the driver of a Heavy Vehicle or a party in the Chain of Responsibility to do or not do something the Developer knows, or ought reasonably to know, would have the effect of causing the driver to contravene their Chain of Responsibility obligations, including to breach any fatigue, speed, mass, dimension or load restraint requirements;
- (iii) ensure that any subcontractors (where any Heavy Vehicle activities are sub-contracted under this document) are contractually bound by similar Chain of Responsibility obligations to those set out in this clause 17(b).
- (c) The Developer will ensure that it has proper processes in place to manage its Chain of Responsibility obligations under this clause 17.
- (d) The Developer must provide the City, upon request, with all information and documentation reasonably required by the City to monitor or audit compliance with this clause (including permitting inspections of vehicles and business premises).

18. **MODERN SLAVERY**

- (a) In this clause:
 - (i) **Engaged Entities** means any first tier (direct) suppliers, subcontractors, consultants and contractors engaged by a party in connection with this document;
 - (ii) **Modern Slavery** has the meaning given to it in section 4 of the Act;
 - (iii) **Modern Slavery Act** means the *Modern Slavery Act 2018* (Cth);
 - (iv) **Modern Slavery Laws** means all applicable modern slavery laws, statutes, regulations and codes from time to time in force which prohibit the exploitation of workers, human trafficking, slavery, servitude, forced labour, debt bondage or deceptive recruiting for labour or services or similar, including but not limited to the Modern Slavery Act and the *Modern Slavery Act 2018* (NSW);
 - (v) **Reasonable Steps** includes:
 - (A) obtaining an awareness of what constitutes Modern Slavery and the Modern Slavery Laws in Australia;
 - (B) undertaking activities to identify and address Modern Slavery risks in the Developer's operations and supply chain (including adherence to Australian labour laws, conducting a Modern Slavery risk assessment and implementing a Modern Slavery policy); and
 - (C) consulting with the Developer's Engaged Entities to identify and mitigate Modern Slavery risks in its supply chain and labour force, including by implementing policies and procedures that reject the exploitation of migrant workers.

- (b) The Developer must:
- (i) not cause or contribute to Modern Slavery or engage in any activity, practice or conduct that constitutes an offence under Modern Slavery Laws or that would constitute an offence if such activity, practice or conduct were carried out in Australia);
 - (ii) take Reasonable Steps (having regard to the size, nature and industry of the Developer's business) to identify, assess and address Modern Slavery risks within its operations and supply chain;
 - (iii) comply with any reasonable request from the City to provide any information necessary to enable the City to comply with its obligations under the Modern Slavery Laws and undertake any due diligence on the Developer's supply chains as requested;
 - (iv) ensure that it and its Engaged Entities pay its Personnel at least the minimum wage and other entitlements as required by Law;
 - (v) cooperate in good faith with the City in investigating the circumstances relevant to any potential, suspected or actual breach of any Modern Slavery Laws;
 - (vi) include in its contracts with any Engaged Entities, Modern Slavery provisions that are at least as onerous as those set out in this clause 18.
- (c) In the event of any potential, suspected or actual instances of Modern Slavery within its operations or supply chain, the Developer must:
- (i) Notify the City in writing as soon as practicable with adequate particulars to enable the City to understand the potential, suspected or actual instances of Modern Slavery;
 - (ii) Within 10 Business Days (or such other timeframe as agreed by the parties), prepare a suitable remediation plan that:
 - (A) outlines the steps that the Developer intends to take to remedy the issue along with an explanation as to how the proposed steps will resolve the issue;
 - (B) provide a timeframe for implementation and completion of these steps; and
 - (C) explains the qualitative/quantitative indicators that will determine when the issue has been resolved
- (Remediation Plan)** for the City to review;
- (iii) Amend the Remediation Plan to reflect reasonable additional direction provided by the City in relation to any feedback it gives on the Remediation Plan following its review;

- (iv) Take all reasonable steps to ensure that the Remediation Plan is completed within the period determined by clause 18(c)(ii)(B).
- (d) The Developer represents and warrants that:
 - (i) it has not, as of the date of this document, engaged in Modern Slavery or breached any Modern Slavery Laws;
 - (ii) it has disclosed to the extent that it is aware, any actual or reasonably suspected Modern Slavery within its own operations or the supply chain of any of its Engaged Entities and any actions taken to remedy the disclosed event;
 - (iii) any information provided to the City with respect to Modern Slavery, including that provided prior to the date of this document, is accurate, complete and not misleading and/or deceptive in any way;
 - (iv) it has taken reasonable steps to ensure that any Engaged Entities engaged in connection with this document, and the delivery of the Developer's Works, have complied and continue to comply with the obligations contained in this clause 18.

19. **GENERAL**

19.1 **Governing law**

- (a) This document is governed by the laws of New South Wales.
- (b) Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.

19.2 **Access to information**

In accordance with section 121 of the *Government Information (Public Access) Act 2009 (NSW)*, the Developer agrees to allow the City immediate access to the following information contained in records held by the Developer:

- (a) information that relates directly to the delivery of the Public Benefits by the Developer;
- (b) information collected by the Developer from members of the public to whom the Developer provides, or offers to provide, services on behalf of the City; and
- (c) information received by the Developer from the City to enable the Developer to deliver the Public Benefits.

19.3 **Liability for expenses**

- (a) The Developer must pay its own and the City's expenses incurred in negotiating, executing, registering, releasing, administering and enforcing this document.
- (b) The Developer must pay for all reasonable costs and expenses associated with the preparation and giving of public notice of this document and the explanatory note prepared in accordance with the Regulations and for any consent the City is required to provide under this document.

19.4 **Relationship of parties**

- (a) Nothing in this document creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) No party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

19.5 **Giving effect to this document**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this document.

19.6 **Time for doing acts**

- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) a notice period specified in this document,expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5pm on the specified day, it is taken to have been done on the following Business Day.

19.7 **Severance**

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this document without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

19.8 **Preservation of existing rights**

The expiration or termination of this document does not affect any right that has accrued to a party before the expiration or termination date.

19.9 **No merger**

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this document for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

19.10 **Waiver of rights**

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

19.11 **Operation of this document**

- (a) This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

19.12 **Operation of indemnities**

- (a) Each indemnity in this document survives the expiry or termination of this document.
- (b) A party may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.

19.13 **Inconsistency with other documents**

Unless the contrary intention is expressed, if there is an inconsistency between any of one or more of:

- (a) this document;
- (b) any Schedule to this document; and
- (c) the provisions of any other document of the Developer,

the order of precedence between them will be the order listed above, this document having the highest level of precedence.

19.14 **No fetter**

Nothing in this document in any way restricts or otherwise affects the City's unfettered discretion to exercise its statutory powers as a public authority.

19.15 **Counterparts**

This document may be executed in counterparts.

SCHEDULE 1

Agreement Details

ITEM	TERM	DESCRIPTION
1.	Land	Lot 2 In DP 1307642 known as 130 Joynton Ave, Zetland NSW 2017
2.	Development	<p>Site excavation, remediation and construction of a mixed use development comprising 9 new buildings and 2 levels of basement car parking. 5 of the buildings will have ground floor commercial / retail uses.</p> <p>The total Gross Floor Area of the Development on the Land is 54,806 square metres.</p>
3.	City's Representative	<p>Name: Director, Planning, Development and Transport</p> <p>Address: Level 1, 456 Kent Street, Sydney NSW 2000</p> <p>Email: planningsystemsadmin@cityofsydney.nsw.gov.au</p> <p>Or such alternative representative nominated by the City from time to time and notified in writing to the Developer's Representative</p>
4.	Developer's Representative	<p>Name: Greg Colbran- Development and Planning Executive</p> <p>Address: Level 3, 161 Redfern St, Redfern NSW 2016</p> <p>Email: gcolbran@deicorp.com.au</p> <p>Or such alternative representative nominated by the Developer from time to time and notified in writing to the City's Representative</p>
5.	Development Application	D/2024/514 and D/2024/601 including any modifications, in connection with the Development.
6.	Guarantee Amount	As set out in Annexure B
7.	Guarantee Amount Due Date	As set out in Annexure B

SCHEDULE 2

Requirements under the Act and Regulation (clause 2)

The below table summarises how this document complies with the Act and Regulation.

ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
1.	Planning instrument and/or development application (section 7.4(1) of the Act) The Developer has: (a) sought a change to an environmental planning instrument; (b) made, or proposes to make, a Development Application; or (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(a) No (b) Yes (c) No
2.	Description of land to which this document applies (section 7.4(3)(a) of the Act)	Item 1 of Schedule 1.
3.	Description of change to the environmental planning instrument to which this document applies and/or the development to which this document applies (section 7.4(3)(b) of the Act)	Item 2 of Schedule 1
4.	The nature and extent of the provision to be made by the developer under this document, the time or times by which the provision is to be made and the manner in which the provision is to be made (section 7.4(3)(c) of the Act)	Schedule 3 and Annexure A.
5.	Whether this document excludes (wholly or in part) or does not exclude the application of section 7.11, 7.12 or 7.24 to the development (section 7.4(3)(d) of the Act)	Section 7.11 excluded. Section 7.12 not excluded. Section 7.24 not excluded

ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
6.	Applicability of section 7.11 of the Act (section 7.4(3)(e) of the Act)	The application of section 7.11 of the Act is excluded in respect of the Development.
7.	Consideration of benefits under this document if section 7.11 applies (section 7.4(3)(e) of the Act)	Not applicable because this document excludes section 7.11 of the Act.
8.	Mechanism for Dispute Resolution (section 7.4(3)(f) of the Act)	Clause 11
9.	Enforcement of this document (section 7.4(3)(g) of the Act)	Clause 10
10.	No obligation to grant consent or exercise functions (section 7.4(9) of the Act)	Clause 2.4
11.	Registration of this document (section 7.6 of the Act)	Clause 9
12.	Whether certain requirements of this document must be complied with before a construction certificate is issued (section 205(2) of the Regulation)	Provision of Guarantee in accordance with Annexure B
13.	Whether certain requirements of this document must be complied with before a subdivision certificate is issued (section 205(2) of the Regulation)	Not Applicable
14.	Whether certain requirements of this document must be complied with before an occupation certificate is issued (section 205(2) of the Regulation)	Completion of Developer's Works as described in Schedule 3. Dedication of Transfer Land as described in Schedule 3.
15.	Whether the explanatory note that accompanied exhibition of this document may be used to assist in construing this document (section 205(5) of the Regulation)	Clause 2.5

SCHEDULE 3

Public Benefits (clause 5)

1. PUBLIC BENEFITS - OVERVIEW

The Developer must provide the Public Benefits in accordance with Schedule 3 and this document. The Attributed Value, timing of delivery and additional specifications relating to the Public Benefits is set out in the table below

	Public Benefit	Attributed Value	Due date	Additional specifications
1.	Transfer Land Plans showing the indicative location of the Transfer Land are contained in Annexure A to this document.			
1.1	Stage 1	\$792,600	After Completion and prior to the first Occupation Certificate for either Building D or Building E	An area of approximately 3,963 square metres: <ol style="list-style-type: none"> Proposed north south road George Julies Avenue and portion of east west Zetland Avenue proposed Lot 10 Proposed north south road Ascot Avenue proposed Lot 11
1.2	Stage 2	\$1,258,460	After Completion and prior to the first Occupation Certificate for Building C	An area of approximately 6,292.3 square metres: <ol style="list-style-type: none"> Proposed east west road Zetland Avenue proposed Lot 12. Proposed connection to George Julies Avenue proposed Lot 9 Proposed extension to Gunyama Park Stage 2 proposed Lot 17 Proposed extension to Biyanbing Park proposed Lot 8
1.3	Stage 3	\$135,600	After Completion and prior to the first Occupation Certificate for Building B	An area of approximately 678. square metres: <ol style="list-style-type: none"> Proposed north south road Victoria Park Parade proposed Lot 7.
1.4	Stage 4	\$612,000	After Completion and prior to the first Occupation Certificate for Building A	An area of approximately 3,060 square metres: <ol style="list-style-type: none"> Proposed east west road Zetland Avenue part of Lot 14.

				<ol style="list-style-type: none"> 2. Proposed north south road Grandstand Parade proposed Lot 6 3. Proposed extension to Woolwash Park proposed Lot 5 4. Proposed extension to Zetland Avenue Open Space proposed Lot 13
2	Developers Works Plans and specifications showing the nature and extent of the required Developer's Works as at the date of this document are contained in Annexure A to this document.			
2.1	Stage 1	\$6,448,408	Prior to the first Occupation Certificate for either Building D or Building E	<ol style="list-style-type: none"> 1. Embellishment of part of the existing Defries Avenue (half road). 2. Construction of proposed north south road Ascot Avenue, including associated drainage, landscaping, lighting, and signage infrastructure, proposed Lot 11. 3. Construction of proposed north south road George Julius Avenue and portion of east west Zetland Avenue, including associated drainage, landscaping, lighting, and signage infrastructure, proposed Lot 10.
2.2	Stage 2	\$7,370,445	Prior to the first Occupation Certificate for Building C.	<ol style="list-style-type: none"> 1. Construction of remaining east west road extension to Zetland Avenue, including associated drainage, landscaping, street lighting, and signage infrastructure, proposed Lot 12. 2. Construction of remain portion of north south George Julius Avenue proposed Lot 9 3. Construction of extension to 'Biyangbing Park', proposed Lot 8.
2.3	Stage 3	\$697,529	Prior to the first Occupation Certificate for Building B.	<ol style="list-style-type: none"> 1. Construction of north south extension to Victoria Park Parade including associated drainage, landscaping, street lighting, and

				signage infrastructure, proposed Lot 7.
2.4	Stage 4	\$2,191,265	Prior to the first Occupation Certificate for Building A.	<ol style="list-style-type: none"> 1. Construction of north south road extension to Grandstand Parade, including associated drainage, landscaping, lighting, and signage infrastructure, proposed Lot 6. 2. Construction of extension to Woolwash Park, proposed Lot 5. 3. Construction of east west road extension Zetland Avenue to Link Road, including associated drainage, landscaping, lighting, and signage infrastructure, portion of proposed Lot 14 and construction of extension to Zetland Open Space Lot 13.
3.	Monetary Contribution			
3.1	Public art	\$1,064,000	Prior to the issue of Construction Certificate (CC) for Building A	A monetary contribution to the City that satisfies the Development Consent condition for public art.

2. **PAYMENT OF MONETARY CONTRIBUTION**

2.1 **Payment**

The Developer must pay the Monetary Contribution to the City on the Due Date as described in this Schedule 3 in cash, electronic funds transfer or by unendorsed bank cheque.

2.2 **No trust**

Nothing in this document creates any form of trust arrangement or fiduciary duty between the City and the Developer. Following receipt of the Monetary Contribution, the City is not required to separately account for the Monetary Contribution, report to the Developer regarding expenditure of the Monetary Contribution or comply with any request by the Developer to trace the Monetary Contribution.

2.3 **Expenditure by the City**

The City will use the Monetary Contribution to achieve the public benefit of public art in the immediate vicinity of the Development.

3. **TRANSFER LAND**

3.1 **Remediation**

(a) The Transfer Land must:

- (i) be remediated in accordance with the Development Consent to be suitable for use as a public road and public park, prior to its transfer or dedication to the City; and
- (ii) any long-term Environmental Management Plan must be passive to the extent that it does not impose any requirements or burdens beyond the City's usual maintenance regime for such assets.

(b) The Developer must submit an interim site auditor report or site audit statement to the City for approval after the remediation has been completed on the Transfer Land or part of the Transfer Land, and prior to the construction of the Developer's Works or a particular Item of Developer works described in section 2 of Schedule 3.

The City acknowledges that the Transfer Land may be remediated in stages in relation to a Stage and that a site audit statement may be provided for a Stage.

3.2 **Dedication or transfer of land – decision**

- (a) The Developer must, at its cost, take all steps required to transfer the Transfer Land to the City by the due date specified in clause 1 of Schedule 3. As part of this obligation, the Developer must confirm with the City whether the Transfer Land is to be:
 - (i) dedicated to the City on registration of a plan of subdivision; or
 - (ii) transferred to the City on registration of a transfer instrument.
- (b) If the Transfer Land is liable for duty, the City agrees to promptly make an application for an exemption from duty under section of 277 of the *Duties Act 1997* (NSW) prior to the dedication or transfer of the Land.

3.3 **Obligations on dedication**

- (a) The requirement for the Developer to dedicate the Transfer Land to the City is satisfied where the Developer provides to the City evidence of registration of a plan of subdivision, including a complete copy of the registered instrument, showing that the Transfer Land has been dedicated to the City in accordance with the requirements of this document.

3.4 **Obligations on transfer**

The requirement for the Developer to transfer the Transfer Land to the City is satisfied where:

- (a) a PEXA workspace has been set-up with respect to the transfer and all required parties are present in the workspace;
- (b) all written consents for registration have been provided to the City and uploaded into PEXA;
- (c) the Transfer has been lodged in PEXA; and
- (d) the Developer has provided the City with a title search showing that ownership of the Transfer Land has been transferred to the City in accordance with the requirements of this document.

3.5 **General Obligations**

- (a) The Developer is to do all things reasonably necessary to enable registration of the plan of subdivision or transfer instrument to occur.
- (b) The Developer shall use its best endeavours in accordance with clause 13.3 to remove all encumbrances and affectations from the Transfer Land (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except for any encumbrances agreed in writing by the City acting reasonably to remain on title or as may be required for the purposes of delivering the Development. The City agrees to provide all reasonable and necessary assistance to the Developer to give effect to this clause, having regard to the nature of the encumbrances.
- (c) The Developer must ensure that any Transfer Land being dedicated or transferred to the City in stratum has a minimum depth of 1.5 metres from the lowest point of the road above (gutter invert) to the top of waterproof membrane of the basement structure below.
- (d) The Developer must provide evidence to the City, prepared by a registered surveyor that confirms the RLs for each basement roof slabs that will sit beneath any future road stratum and demonstrates that compliance can be achieved with the 1.5 metre stratum depth in clause 3.5(c) above.
- (e) The Developer must indemnify and agrees to keep indemnified the City against all claims made against the City as a result of any Contamination in, over, under or migrating from the whole or any part of the Transfer Land but only in relation to Contamination that existed on or before the date that the Transfer Land is dedicated to the City in accordance with the requirements of this clause.
- (f) The Developer warrants that as at the date of this deed the Transfer Land is not subject to any Adverse Affectation and warrants as to those matters in Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2022 (NSW)*, unless otherwise notified to and agreed by the City in writing in its absolute discretion.

4. FINAL DESIGN OF THE DEVELOPER'S WORKS

4.1 Scope of Developer's Works

- (a) The plans and specifications showing the nature and extent of the required Developer's Works are set out in Annexures B and E to this document.
- (b) The Developer acknowledges and agrees that design refinement of the Developer's Works may be necessary, having regard to:
 - (i) conditions affecting the Developer's Works that were not reasonably capable of identification prior to the date of this document;
 - (ii) any Development Consent made and approved under the Act or any other development consent granted that relates to the Developer's Works;
 - (iii) any modification to the Development Consent made and approved under section 4.55 of the Act or any other development consent granted that relates to the Developer's Works; and
 - (iv) the City's Policies and Standards in place at the time the Development Application for that part of the Development that contains the Developer's Works is submitted; and
 - (v) the reasonable requirements of the City.
- (c) The Developer acknowledges that the Attributed Value is fixed and not subject to any amendment including but not limited to where there are any changes or refinements to the design of the Developer's Works pursuant to this clause 3.1.

4.2 Final design of Developer's Works

- (a) The Developer must submit the final design of the Developer's Works to the City prior to the Construction Certificate for those works in accordance with the Development Consent.
- (b) The final design of the Developer's Works must comply with all City's Policies and Standards in place at the time the Development Application is submitted.
- (c) The parties agree that the review and approval of the final design of the Developer's Works, including ensuring its compliance with this document, will occur in accordance with the Development Consent.
- (d) The City does not assume or owe any duty of care to the Developer in reviewing any design drawings submitted to it under this clause 4.2 of Schedule 3 or for any errors, omissions or non-compliance with this document.
- (e) No participation by the City in the development of, the review of, or comments on any design drawings submitted by the Developer will lessen or otherwise affect the Developer's obligations under this document or

constitute an acknowledgement by the City that the Developer has complied with its obligations under this document.

- (f) The Developer acknowledges that the scope of the Developer's Works will not change or reduce, nor the Attributed Value change, if the costs required to complete those works is greater than the Attributed Amount.

5. CONSTRUCTION OF DEVELOPER'S WORKS

5.1 Insurance

- (a) From commencement of the Developer's Works until expiration of the Defects Liability Period, the Developer must effect and maintain (or cause to be effected and maintained under one or more policies of insurance and without requiring any risk to be double insured) the following insurances held with an insurer licensed by the Australian Prudential Regulation Authority or holding an investment grade rating from Standard & Poors, Moody's or Fitch:
 - (i) worker's compensation insurance or registrations as required by Laws;
 - (ii) public liability insurance written on an occurrence basis with a limit of indemnity of not less than \$20,000,000 covering all aspects of the Developer's Works;
 - (iii) construction works insurance in relation to the Developer's Works; and
 - (iv) motor vehicle third party cover with a limit of indemnity of not less than \$20 million for each and every occurrence.
- (b) The Developer must submit a copy of all certificates of insurance to the City:
 - (i) prior to commencing construction of the Developer's Works; and
 - (ii) promptly following a written request by the City, provided that such a request is not made more than twice in any 12 month period.

5.2 Approvals and consents

The Developer must, at its cost, obtain all relevant approvals and consents for the Developer's Works, whether from the City or from any other relevant Government Agency, including any necessary road opening permits. Before commencing the Developer's Works, the Developer must give to the City copies of all approvals and consents for the Developer's Works, other than the Development Consent.

5.3 Construction work

The Developer must, at its cost:

- (a) carry out and complete the Developer's Works in accordance with all approvals and consents relating to the Developer's Works, including any approval given by the City under this document;

- (b) ensure that all Developer's Works are constructed in a good and workmanlike manner, in accordance with the plans approved under this document so that the Developer's Works are structurally sound, fit for purpose and suitable for their intended use;
- (c) ensure that the Developer's Works are Complete by the due date specified in clause 1 of Schedule 3 and promptly after becoming aware advise the City's Representative of any significant delays in completing the Developer's Works or delays that may impact the delivery of the Public Benefits by the due date specified in Item 1 of Schedule 3; and
- (d) comply with all reasonable directions of the City in respect to construction of the Developer's Works.

5.4 **Inspections by the City**

The City, as a party to this document and not in its role as a Government Agency, may:

- (a) inspect the Developer's Works during the course of construction at reasonable times and on reasonable notice; and
- (b) notify the Developer's Representative of any material or significant defect, error or omission relating to the construction or installation of the Developer's Works identified during or as the result of an inspection.

Any failure by the City to identify a Defect, error or omission will not be construed as amounting to an acceptance by the City of the Defect, error or omission.

6. **REPAIR OF DEVELOPER'S WORKS**

- (a) Notwithstanding any other provision of this document, the Developer must, at its cost, repair all damage to any Item of Developer's Works caused by, or contributed to by, any act or omission of the Developer or its Personnel in connection with the construction of the Development (**Construction Damage**).
- (b) The Developer must:
 - (i) promptly repair all Construction Damage in order to ensure all Developer's Works that have achieved Completion are at all times in good working order and suitable for use by the public whilst construction of the Development is occurring;
 - (ii) once construction of the Development has concluded, repair any remaining Construction Damage, and reinstate the Developer's Works to the standard and condition it was in at Completion, no later than 12 months from the date of issue of the first Occupation Certificate for the final building in the Development.
- (c) If the City becomes aware of an item of the Developer's Works that, as a result of Construction Damage, requires urgent repair to ensure public safety or avoid damage or loss to the public or property, the City may, by itself, its employees, contractors or agents, carry out the required works

and may recover as a debt due and owing to the City, any difference between the amount of the Guarantee and the costs incurred by the City in carrying out the work.

7. **STANDARDS**

The following list of Standards are included for information purposes only, and as a guide to the relevant standards for the general nature of the work identified as Developer's Works in this document. The City makes no representation or warranty as to the currency of the standards identified, or their application on the final design of the Developer's Works. The Developer must make its own enquiries regarding whether any standard has been replaced or supplemented. In the event that an Australian Standard prescribed a different level of material, finish, work or workmanship than those contained in a City standard, then the higher of the two standards will apply. If there is a conflict between City standards then the Developer must request the City nominate the correct and applicable City standard. The City's decision as to the applicable standard is final.

Relevant Australian Standards – Verge Works, Through site links

- AS 1725 Geotechnical Site investigations
- AS 4455 Masonry Units and segmental pavers
- AS 4678 Earth Retaining Structures
- AS 3600 Concrete Structures
- AS 2876 Concrete kerbs and channels
- AS 1158 Road Lighting
- AS 1743 Road signs
- AS 4282 Control of the Obtrusive Effects of Outdoor lighting
- AS 3500 Plumbing and Drainage
- AS 3700 Masonry Structures
- AS 2890 Parking Facilities
- AS 1428 Design for Access and Mobility
- AS 4454 Composts, soil conditioners and mulches

Relevant Australian Standards – Roads (including pedestrian areas)

- AS 1725 Geotechnical Site investigations
- AS 4455 Masonry Units and segmental pavers
- AS 4678 Earth Retaining Structures
- AS 3600 Concrete Structures

- AS 2876 Concrete kerbs and channels
- AS 1158 Road Lighting
- AS 4282 Control of the Obtrusive Effects of Outdoor lighting
- AS 1428 Design for Access and Mobility
- AS 3500 Plumbing and Drainage
- AS 3700 Masonry Structures
- AS 2890 Parking Facilities
- AS 1742 Manual of uniform traffic control devices
- AS 1743 Road Signs

City Standards (All Works)

- City of Sydney Contaminated Lands DCP 2004
- Sydney Street Code 2013
- Sydney Lights Code 2013
- City of Sydney Access Policy
- Sydney Street Technical Specification and Drawings
- City of Sydney Street Tree Master Plan 2011
- City of Sydney Public Domain Manual

8. CITY CONTRIBUTION PAYMENT SCHEDULE

- (a) The City will pay the City Contribution towards delivery of the Developer's Works as follows:
 - (i) 30% of the City Contribution when the Developer has completed the following activities in respect of Item 2.4:
 - (A) site establishment works,
 - (B) installation of stormwater infrastructure, and
 - (C) spread and compaction of fill to achieve the required landscape levels

(Milestone Conditions) to the City's reasonable satisfaction; and
 - (ii) the balance of the City Contribution when the City has confirmed Item 2.4 has achieved Completion, in accordance with clause 6.3(a)(i).
- (b) When, in the reasonable opinion of the Developer, the Milestone Conditions have been completed, the Developer must notify the City's Representative in writing.

- (c) The City's Representative must inspect the Item works within 5 Business Days of the date of that the notice in 8(b) is received by the City.
- (d) Within 10 Business Days of the date of inspection by the City's Representative, the City must by written notice to the Developer, state that:
 - (i) the Milestone Conditions have been completed and a payment claim may be now be submitted by the Developer, or
 - (ii) the Milestone Conditions have not been completed, and identify the activities, errors or omissions which, in the reasonable opinion of the City's Representative, are required to achieve completion.
- (e) Nothing in this clause, or any notice issued under this clause, will:
 - (i) reduce or waive in any manner the Developer's responsibility to deliver the Developer's Works in accordance with this document, and correct any Defects, errors or omissions (whether or not these are identified by the City); or
 - (ii) create any liability for the City in relation to any defective aspects of the Developer's Works.

EXECUTION

EXECUTED as a deed.

Signed, sealed and delivered for
**THE COUNCIL OF THE CITY OF
SYDNEY** (ABN 22 636 550 790) by its
duly authorised officer, in the presence
of:

Signature of officer

Signature of witness

Name of officer

Name of witness

Position of officer

456 Kent Street, Sydney NSW 2000

Authorised delegate pursuant to
section 377 of the Local Government
Act 1993

Address of witness

EXECUTED by **Deicorp Projects
(Joynton Ave) Pty Ltd ACN 658
702 240** in accordance with s127(1)
of the Corporations Act 2001 (Cth):

Signature of director

Signature of director/secretary

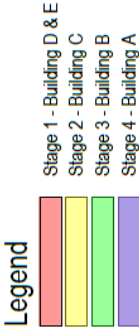
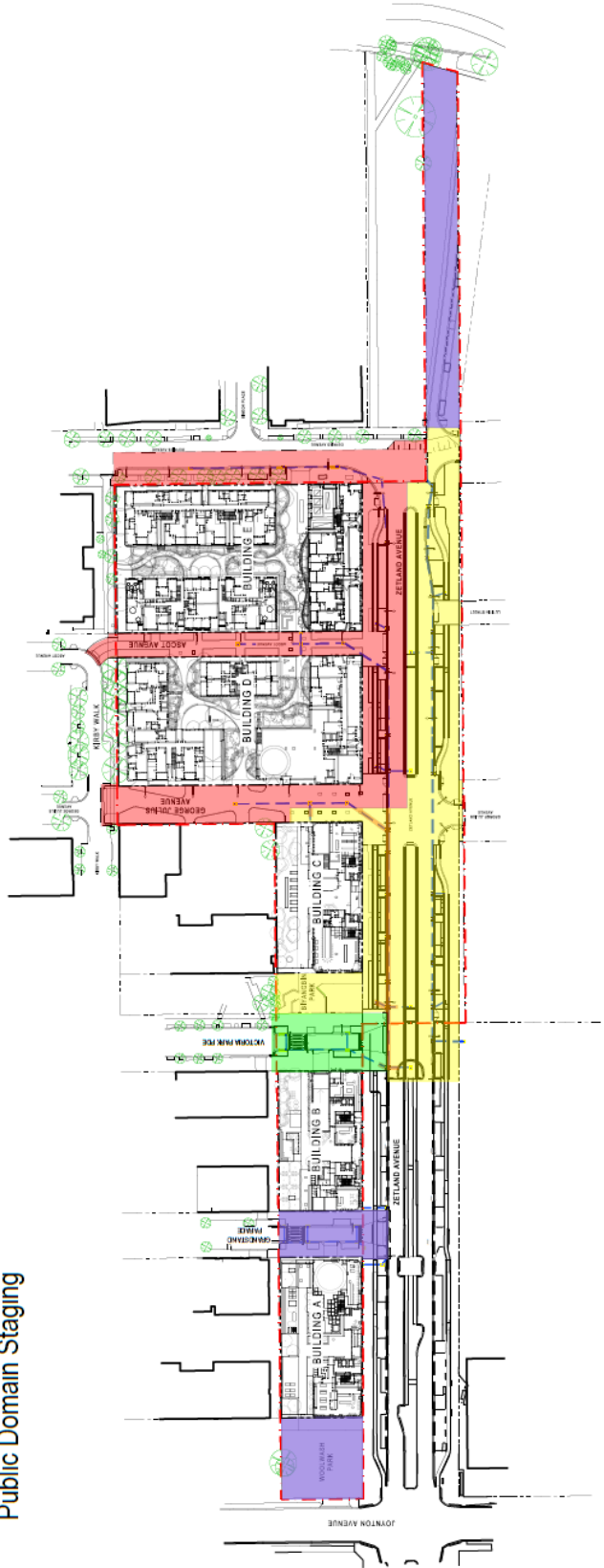
Name

Name

ANNEXURE A

Development Stages

130 JOYNTON AVE, ZETLAND
Public Domain Staging



Rev 3 date: 21-11-2024
Prepared by: Ash F

ANNEXURE B

Guarantees for Developer's Works

Guarantee Amount	Guarantee Amount Due Date	Guarantee Release Conditions
Item 2.1: Developer’s Works – Stage 1 – Defries Avenue, Ascot Avenue, George Julius Avenue and a portion of Zetland Avenue		
\$1,934,522	Before the date of issue of the first Construction Certificate for that part of the Development that includes Item 2.1.	Groundworks, subgrade, one asphalt layer, acceptance of survey levels, stormwater, utilities, CCTV of stormwater pipes.
\$3,869,045		in accordance with clause 6.
\$644,840		Expiry of the Defect Liability Period for Item 2.1 and City satisfaction that all defects have been rectified in accordance with clause 8.
Item 2.2: Developer’s Works – Stage 2 – Zetland Avenue and Biyanbing Park		
\$2,211,133	Before the date of issue of the first Construction Certificate for that part of the Development that includes Item 2.2.	Groundworks, subgrade, one asphalt layer, acceptance of survey levels, stormwater, utilities, CCTV of stormwater pipes.
\$4,422,267		Completion in accordance with clause 6.
\$737,044		Expiry of the Defect Liability Period for Item 2.2 and City satisfaction that all defects have been rectified in accordance with clause 8.
Item 2.3: Developer’s Works – Stage 3 – Victoria Park Parade		
\$152,717	Before the date of issue of the first Construction Certificate for that part of the Development that includes Item 2.3.	Groundworks, subgrade, one asphalt layer, acceptance of survey levels, stormwater, utilities, CCTV of stormwater pipes.
\$305,434		Completion in accordance with clause 6.
\$50,906		Expiry of the Defect Liability Period for Item 2.2 and City satisfaction that all defects have been rectified in accordance with clause 8.
		Portion of City Contribution to form part of Guarantee for Stage 3 (\$188,473)
Item 2.4: Developer’s Works – Stage 4 Zetland Avenue extension, Zetland Avenue Open Space and Woolwash Park		
Nil	N/A	Balance of City Contribution to form Guarantee for Stage 4 (\$2,191,266)

Guarantee Amount	Guarantee Amount Due Date	Guarantee Release Conditions
\$219,126	Before Completion of Item 2.4	Expiry of the Defect Liability Period for Item 2.4 and City satisfaction that all defects have been rectified in accordance with clause 8.

ANNEXURE C

Transfer Land

Transfer Land Item	Future Lot	Approximate Area (sqm)
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Item 1.1: Stage 1

Ascot Avenue	11	823.0
George Julius Avenue and portion Zetland Avenue	10	3,140.0

Total Stage 1: 3,963 sqm

Item 1.2: Stage 2

Zetland Ave (remainder)	12	5,549.0
George Julius Ave (remainder)	9	139.0
Gunyama Park Stage 2	17	128.3
Biyanbing Park	8	476.0

Total Stage 2: 6,292.3 sqm

Item 1.3: Stage 3

Victoria Park Parade	7	678.0
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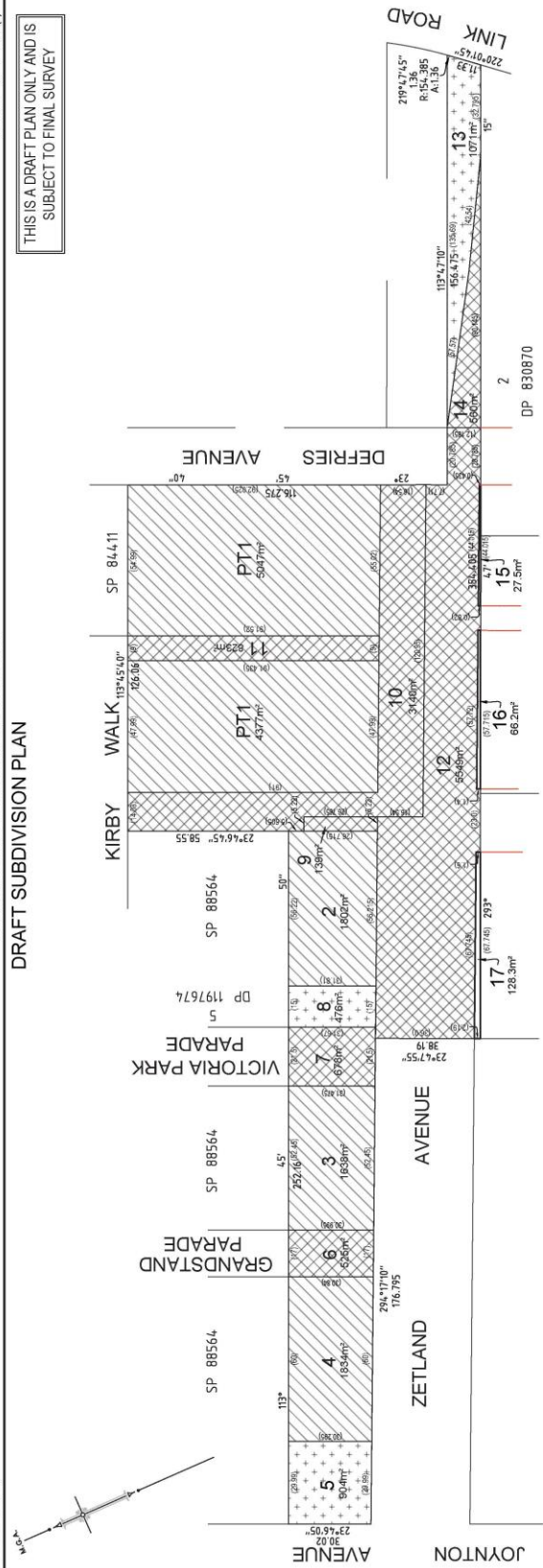
Total Stage 3: 678 sqm

Item 1.4: Stage 4

Zetland Avenue (east)	14	560.0
Grandstand Parade	6	525.0
Woolwash Park	5	904.0
Zetland Avenue Open Space	13	1,071.0

Total Stage 4: 3,060 sqm

DRAFT SUBDIVISION PLAN







SCHEDULE OF PROPOSED LOTS

	PT LOT 1	(437m²)	TOTAL 9425m²
	PT LOT 1	(9047m)	
	LOT 2	1802m²	
	LOT 3	1638m²	
	LOT 4	1834m²	
+	LOT 5 PROPOSED WOOLWASH PARK	904m²	
+	LOT 6 PROPOSED GRANULASTAND AVENUE	525m²	
+	LOT 7 PROPOSED VICTORIA PARK AVENUE	678m²	
+	LOT 8 PROPOSED BIVANBING PARK	476m²	
+	LOT 9 PROPOSED GEORGE JULIUS AVENUE	139m²	
+	LOT 10 PROPOSED GEORGE JULIUS AVENUE & ZETLAND AVENUE	3140m²	
+	LOT 11 PROPOSED ASCOT AVENUE	823m²	
+	LOT 12 PROPOSED ZETLAND AVENUE	5549m²	
+	LOT 13	1071m²	
+	LOT 14 PROPOSED ZETLAND AVENUE (*)	560m²	
+	LOT 15	27.9m²	
+	LOT 16	66.2m²	
+	LOT 17	128.3m²	

PROPOSED DIMENSIONS IN BRACKETS AND PROPOSED LOT AREAS ARE APPROXIMATE ONLY AND SUBJECT TO FINAL SURVEY

(*) ~ INCLUDES PART OF LAND TO BE TRANSFERRED TO ADJOINING PROPERTY.

- | | |
|---|--|
|  | LOTS 1, 2, 3 & 4 = DEVELOPMENT LOTS |
|  | LOTS 6, 7, 9, 10, 11, 12 & 14 = FUTURE ROADS |
|  | LOTS 5, 8 & 13 = FUTURE RESERVES |
|  | LOTS 15, 16 & 17 = LOTS TO BE TRANSFERRED |

<p>SURVEYOR</p> <p>Name: JASON RAGC</p> <p>Date of Survey: DRAFT ONLY</p> <p>Surveyor's Reference: 817220100P</p>	<p>PLAN OF PROPOSED SUBDIVISION OF LOT 20-21 IN DP _____ "VPA VENEZ" (CURRENTLY LOT 2 IN DP1307642)</p>	<p>LGA: SYDNEY Locality: ZEILAND</p> <p>Reduction Ratio 1: 1000</p> <p>Lengths are in metres.</p>	<p>Registered</p> <p>LTS LAND TITLE SERVICES</p>	<p>DP DRAFT</p> <p>ISSUE 04 DATED 04-12-2024</p>
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ANNEXURE D

Developer's Works

Developer's Works Item	Future Lot (per plan in Annexure C)	Attributed Value
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Item 2.1: Stage 1

Embellishment of part of the existing Defries Avenue (half road).	Existing public road	\$1,282,478.06
Construction of proposed north south road Ascot Avenue, including associated drainage, landscaping, lighting, and signage infrastructure	11	\$1,400,910.71
Construction of proposed north south road George Julius Avenue and portion east west Zetland Avenue, including associated drainage, landscaping, lighting, and signage infrastructure.	10	\$3,765,019.96
Total Item 2.1		\$6,448,408.73

Item 2.2: Stage 2

Construction of east west road remaining extension to Zetland Avenue, including associated drainage, landscaping, street lighting, and signage infrastructure.	12	\$6,653,528.45
Construction of north south road remaining extension to George Julius Avenue, including associated drainage, landscaping, street lighting, and signage infrastructure.	9	\$166,668.08
Construction of extension to 'Biyangbing Park'.	8	\$550,248.75
Total Item 2.2		\$7,370,445.28

Item 2.3: Stage 3

Construction of north south extension to Victoria Park Parade including associated drainage, landscaping, street lighting, and signage infrastructure.	7	\$697,529.87
Total Item 2.3		\$697,529.87

Item 2.4: Stage 4

1. Construction of north south road extension to Grandstand Parade, including associated drainage, landscaping, lighting, and signage infrastructure.	6	\$597,751.94
1. Construction of extension to Woolwash Park.	5	\$274,222.91
Construction of east west road extension Zetland Avenue to Link Road, including associated drainage, landscaping, lighting, and signage infrastructure, and construction of Zetland Avenue Open Space including associated landscaping.	13 and 14	\$1,319,290.99
Total Item 2.4		\$2,191,265.84

ANNEXURE E

Plans

The Developer must ensure the Developer's Works comply with all plans and specifications listed in this Annexure E, not only those attached in full to this Annexure E (as noted in the list below).

Public Domain Works by AT&L – Revision B dated 28/11/2024

GENERAL

22-1051-C1001 COVER SHEET AND LOCALITY PLAN

22-1051-C1002 NOTES AND LEGENDS

22-1051-C1010 GENERAL ARRANGEMENT PLAN

22-1051-C1020 ROAD TYPICAL SECTIONS SHEET 1

22-1051-C1021 ROAD TYPICAL SECTIONS SHEET 2

22-1051-C1022 ROAD TYPICAL SECTIONS SHEET 3

ALIGNMENT AND SETOUT

22-1051-C1025 ALIGNMENT PLAN

SITEWORKS

22-1051-C1031 SITEWORKS AND STORMWATER DRAINAGE PLAN SHEET 1

22-1051-C1032 SITEWORKS AND STORMWATER DRAINAGE PLAN SHEET 2

22-1051-C1033 SITEWORKS AND STORMWATER DRAINAGE PLAN SHEET 3

22-1051-C1034 SITEWORKS AND STORMWATER DRAINAGE PLAN SHEET 4

22-1051-C1035 SITEWORKS AND STORMWATER DRAINAGE PLAN SHEET 5

22-1051-C1036 SITEWORKS AND STORMWATER DRAINAGE PLAN SHEET 6

22-1051-C1037 SITEWORKS AND STORMWATER DRAINAGE PLAN SHEET 7

ROAD LONGITUDINAL SECTIONS

22-1051-C1041 ROAD LONGITUDINAL SECTIONS SHEET 1

22-1051-C1042 ROAD LONGITUDINAL SECTIONS SHEET 2

22-1051-C1043 ROAD LONGITUDINAL SECTIONS SHEET 3

22-1051-C1044 ROAD LONGITUDINAL SECTIONS SHEET 4

STORMWATER

22-1051-C1051 STORMWATER DRAINAGE LONGITUDINAL SECTIONS SHEET 1

22-1051-C1052 STORMWATER DRAINAGE LONGITUDINAL SECTIONS SHEET 2

22-1051-C1053 STORMWATER DRAINAGE LONGITUDINAL SECTIONS SHEET 3

22-1051-C1054 STORMWATER DRAINAGE LONGITUDINAL SECTIONS SHEET 4

22-1051-C1055 STORMWATER DRAINAGE CATCHMENT PLAN SHEET 1

22-1051-C1056 STORMWATER DRAINAGE CATCHMENT PLAN SHEET 2

22-1051-C1057 STORMWATER DRAINAGE CATCHMENT PLAN SHEET 3

22-1051-C1058 STORMWATER DRAINAGE CATCHMENT PLAN SHEET 4

PAVEMENT

22-1051-C1061 PAVEMENT PLAN SHEET 1

22-1051-C1062 PAVEMENT PLAN SHEET 2

22-1051-C1063 PAVEMENT PLAN SHEET 3

22-1051-C1064 PAVEMENT PLAN SHEET 4

22-1051-C1065 PAVEMENT PLAN SHEET 5

22-1051-C1066 PAVEMENT PLAN SHEET 6

22-1051-C1067 PAVEMENT PLAN SHEET 7

ROAD CROSS SECTIONS

22-1051-C1071 ROAD CROSS SECTIONS SHEET 1

22-1051-C1072 ROAD CROSS SECTIONS SHEET 2

22-1051-C1073 ROAD CROSS SECTIONS SHEET 3

22-1051-C1074 ROAD CROSS SECTIONS SHEET 4

22-1051-C1075 ROAD CROSS SECTIONS SHEET 5

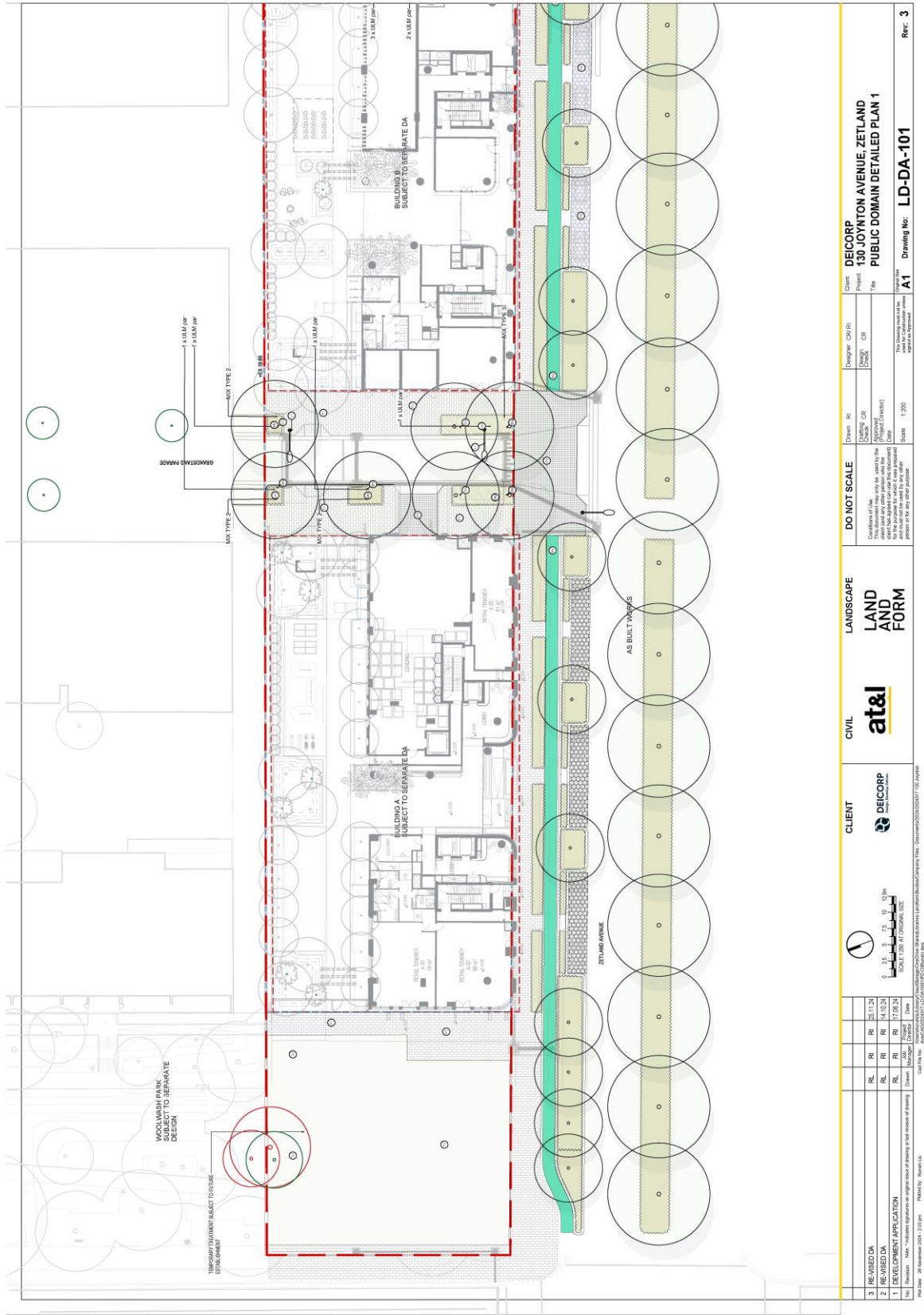
22-1051-C1076 ROAD CROSS SECTIONS SHEET 6

22-1051-C1077 ROAD CROSS SECTIONS SHEET 7
22-1051-C1078 ROAD CROSS SECTIONS SHEET 8
22-1051-C1079 ROAD CROSS SECTIONS SHEET 9
22-1051-C1080 ROAD CROSS SECTIONS SHEET 10
22-1051-C1081 ROAD CROSS SECTIONS SHEET 11
22-1051-C1082 ROAD CROSS SECTIONS SHEET 12
22-1051-C1083 ROAD CROSS SECTIONS SHEET 13
22-1051-C1084 ROAD CROSS SECTIONS SHEET 14
22-1051-C1085 ROAD CROSS SECTIONS SHEET 15
22-1051-C1086 ROAD CROSS SECTIONS SHEET 16
22-1051-C1087 ROAD CROSS SECTIONS SHEET 17
22-1051-C1088 ROAD CROSS SECTIONS SHEET 18
22-1051-C1089 ROAD CROSS SECTIONS SHEET 19
22-1051-C1090 ROAD CROSS SECTIONS SHEET 20
22-1051-C1091 ROAD CROSS SECTIONS SHEET 21
22-1051-C1092 ROAD CROSS SECTIONS SHEET 22
DETAILS
22-1051-C1201 SITEWORKS DETAILS SHEET 1
22-1051-C1202 SITEWORKS DETAILS SHEET 2
22-1051-C1203 SITEWORKS DETAILS SHEET 3
22-1051-C1211 STORMWATER DETAILS SHEET 1
22-1051-C1212 STORMWATER DETAILS SHEET 2
22-1051-C1213 STORMWATER DETAILS SHEET 3
22-1051-C1221 PAVEMENT DETAILS SHEET 1
22-1051-C1222 PAVEMENT DETAILS SHEET 2
22-1051-C1223 PAVEMENT DETAILS SHEET 3
22-1051-C1224 PAVEMENT DETAILS SHEET 4

Public Domain by Land and Form – Revision 3 dated 22/11/2024

LD-DA000 COVER SHEET & DESIGN STATEMENT
LD-DA001 LEGENDS
LD-DA002 PLANTING SCHEDULE
LD-DA003 COMPLIANCE DIAGRAM
LD-DA100 PRECINCT PUBLIC DOMAIN PLAN
LD-DA101 PUBLIC DOMAIN DETAILED PLAN 1
LD-DA102 PUBLIC DOMAIN DETAILED PLAN 2
LD-DA103 PUBLIC DOMAIN DETAILED PLAN 3
LD-DA104 PUBLIC DOMAIN DETAILED PLAN 4
LD-DA105 PUBLIC DOMAIN DETAILED PLAN 5
LD-DA900 OUTLINE SPECIFICATION & MAINTENANCE

Draft Subdivision Plan by LTS – Issue 4 dated 04/12/2024



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