



Deed

Developer Works /Works-in-kind

South Jerrabomberra Town Park, Community Centre and Future Local Parks

Queanbeyan-Palerang Regional Council
Canberra Estates Consortium No 69 Pty Limited
The Village Building Co. Limited

[13 February 2026]

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Local Parks Works in Kind Deed**

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Parties

Council	Queanbeyan-Palerang Regional Council ABN 95 933 070 982 of 257 Crawford Street, Queanbeyan NSW 2620
Developer	Canberra Estates Consortium No 69 Pty Ltd ACN 622 506 227 of Level 1, 14 Childers Street, Mitchell ACT 2601
Owner	The Village Building Co. Limited ACN 056 509 025 in its capacity as trustee for Village No 25 Pty Limited (ACN 620 565 313)

Background

- A The Developer has been granted the Applicable Development Consents or is otherwise entitled to act upon them or has assumed contribution obligations under them.
- B The Developer is the entity responsible for completing the Developer Works.
- C The Owner, in its capacity as trustee for Village No 25 Pty Limited, owns the Land which the Developer Works are or are to be located.
- D Condition 15 of the Development Consent 395-2017C requires the Developer to make a Development Contribution including toward the Developer Works.
- E Condition 49 of the Development Consent 2021.1284.B requires the Developer to make a Development Contribution including toward the Developer Works.
- F Condition 24 of the Development Consent 2021.1537 requires the Developer to make a Development Contribution including toward the Developer Works.
- G Together, the Development Contribution required by the Applicable Development Consents toward the Developer Works require the Developer to make payment of the Development Contribution Amount.
- H Section 7.11(5) (b) of the Act authorises the Council to accept the provision of a material public benefit (other than the dedication of land or the payment of a monetary contribution) in part or full satisfaction of a condition imposed in accordance with subsection s7.11(1) or (3).
- I Accordingly, the Council, the Developer and the Owner wish to enter into this Deed to make provision for the dedication of land by the Owner and carrying out by the Developer of the Developer Works in full satisfaction of the Developer's obligation to pay the Development Contribution Amount.

Operative provisions

Part 1 - Preliminary

1 Definitions & Interpretation

Definitions

- 1.1 In this Deed, the words and phrases appearing in Column 1 of the following table have the meaning set out in Column 2 of that table corresponding to those words or phrases except in so far as the context or subject-matter otherwise indicates or requires:

Table

Column 1	Column 2
Word or phrase	Meaning
EPA Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Applicable Contributions Plan	means the contributions plan (within the meaning of the EPA Act) specified in Item 3 of the Particulars as amended or substituted from time to time.
Applicable Development Consent	means the development consent or consents specified or described in Item 2 of the Particulars.
Approval	means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this agreement.
Authority	means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the <i>Local Government Act 1993</i> (NSW), or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.

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Background Intellectual Property

means Intellectual Property that:

- (a) relates to the Developer Works,
- (b) exists at the date of this Deed or is later created but not as a result of performing this Deed,
- (c) does not belong to a third party.

Bank Guarantee

means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

- (a) one of the following trading banks:
 - (i) Australia and New Zealand Banking Group Limited,
 - (ii) Commonwealth Bank of Australia,
 - (iii) Macquarie Bank Limited,
 - (iv) National Australia Bank Limited,
 - (v) St George Bank Limited,
 - (vi) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

Bond

means a documentary performance bond which must be denominated in Australian dollars and be an unconditional undertaking issued by 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 that has at all times an investment grade security rating from an industry recognised rating agency.

Claim

includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Contractor

means the contractor appointed by the Developer under any contract for the Developer Works.

Contributions Plan Project

means a project specified or described in the works schedule in the Applicable Contributions Plan.

Cost

means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

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Council Developer Works Contribution Amount	means the \$ amount or amounts (if any) specified in Item 7 of the Particulars in relation to all or specified Developer Works.
Deed	means this Deed and includes any schedules, annexures and appendices to this Deed.
Defect	means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work.
Defects Liability Period	means, in relation to the whole or any specified part of the Developer Works, the period specified in Item 12 of the Particulars commencing on the day immediately after the work(s) are transferred to the Council.
Developer Works	means the Works specified or described in Item 4 of the Particulars, including design, construction, supervision, testing and certification.
Developer Works Agreed Cost	means the \$ amount specified in Item 6 of the Particulars.
Developer Works Completion Date	means: (a) the date specified in Item 5 of the Particulars in relation to all of the Developer Works, or (b) the dates specified in Item 5 of the Particulars in relation to different Developer Works or different parts of different Developer Works.
Developer Works Location Plan	means the plan contained in Schedule 3 showing the location of the Developer Works.
Developer Works Plans & Drawings	means the detailed plans and drawings for the Developer Works approved by the Council referred to in Schedule 4.
Developer Works Security	means a Bank Guarantee or a Bond or other form of security on terms reasonably satisfactory to the Council in the amount specified in Item 11.a of the Particulars.
Development	means the development specified or described in Item 1 of the Particulars.
Development Contribution	means a monetary contribution under s7.11 of the EPA Act payable to the Council in respect of the

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	Development pursuant to the Applicable Development Consent.
Development Contribution Amount	means the amount of Development Contributions specified in Item 8 of the Particulars.
Development Contribution Credit Amount	means the \$ amount specified in Item 9 of the Particulars
Development Contribution Surplus Credit	means the \$ amount (if any) specified in Item 10 of the Particulars, being the amount by which the Developer Works Agreed Cost exceeds the Development Contribution Amount.
Dispute	means a dispute or difference between the Parties under or in relation to this Deed.
Equipment	means any equipment, apparatus, vehicle or other equipment or thing to be used by or on behalf of the Developer in connection with the performance of its obligations under this Deed.
Final Completion Certificate	means a certificate in writing issued by the Council to the Developer to effect that, in the reasonable opinion of the Council, the Developer Works to which the certificate relates have been completed by the Developer in accordance with this Deed.
Force Majeure Event	means an earthquake, cyclone, fire, riot or serious civil commotion, sabotage, act of a public enemy, act of God (excluding storms), war, revolution, radioactive contamination or flood, the effects of which cannot be prevented by taking those steps a prudent and competent person would take.
GST	has the same meaning as in the GST Law.
GST Law	has the same meaning as in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
Insurances	means the insurances specified in Item 14 of the Particulars and such other insurances required by law in relation to the Developer Works.
Intellectual Property	means all copyright (including moral rights), patents, trademarks, designs, confidential information, circuit layouts, data and any other rights from intellectual activity in the industrial,

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	scientific, literary and artistic fields recognised in domestic law anywhere in the world.
Item	means a numbered item and the corresponding text in the Particulars.
Land	means: 1. Lot 5 DP 1310147; 2. Lot 118 DP 1316639; 3. Lot 100 DP 1316639; 4. Lot 2 DP 1001136
Maintain	in relation to Developer Works, means keep in a good state of repair and working order, and includes repair of any damage to the Works.
Maintenance Period	in relation to Developer Works means the period specified in Item 13 of the Particulars
N/A	means Not Applicable
Other Land	means land owned or occupied by a person other than the Developer or the Council to which entry and access is needed by the Developer to perform this Deed.
Particulars	means the information relating to this Deed contained in Schedule 1.
Party	means a party to this Deed.
Practical Completion	in relation to the Developer Works or a specified part of the Developer Works occurs when the Council has issued a Practical Completion Certificate for the Developer Works or the part.
Practical Completion Certificate	means a certificate issued by the Council to the Developer to the effect that, in the reasonable opinion of the Council, the Developer Works or a specified part of the Developer Works are substantially complete and any incomplete part or Defect is of a minor nature.
Practical Completion Date	means the date when the Council issues a Practical Completion Certificate for the Developer Works.
Principal Contractor	means the Person defined in as the Principal Contractor under the <i>Work Health and Safety Act 2011</i> (NSW) or <i>Work Health and Safety Regulation 2011</i> (NSW) or an equivalent under Commonwealth work health and safety laws.

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Rectification Notice	means a notice in writing: (a) identifying the nature and extent of a Defect or incomplete Work, and (b) specifying the works or actions that are required to Rectify the Defect or incomplete Work, and (c) specifying the date by which or the period within which the Defect or incomplete Work is to be rectified, which date or period must not be unreasonable having regard to the nature of the Defect or incomplete Work.
Rectify	means rectify, remedy or correct.
Stage	means a stage of the Development approved by the Development Consent or otherwise approved in writing by the Council for the purposes of this Deed.
Technical Data	means all technical know-how and information in material form, including manuals, designs, standards, specifications, reports, models, plans, drawings, calculations, software, source code and test results.
Third Party Intellectual Property	means Intellectual Property relating to the Developer Works that is owned by a person other than the Council or the Developer.
Transfer of Ownership Notice	means a notice issued by the Council to the Developer stating that Developer Works the subject of a Practical Completion Certificate are to be vested in the Council and the land on which those works are constructed is to be dedicated to the Council on a specified date being not sooner than 14 days after the notice is issued.
WHS	means work health and safety.
WHS Law	means the <i>Work Health and Safety Act 2011</i> (NSW) and <i>Work Health and Safety Regulation 2011</i> (NSW).
Work	means the physical result of carrying out work in, on, over or under land.
Works-As-Executed Plan	means detailed plans and specifications of the Developer Works carried out .

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Interpretation

- 1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.
 - 1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday or a public holiday on which banks are open for business generally in Sydney. An unqualified reference to a “day” means a calendar day.
 - 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
 - 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
 - 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
 - 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
 - 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
 - 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
 - 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
 - 1.2.12 References to the word ‘include’ or ‘including’ are to be construed without limitation.
 - 1.2.13 A reference to this Deed includes the agreement recorded in this Deed.
 - 1.2.14 A reference to a Party to this Deed includes a reference to the employees, agents and contractors of the Party, the Party’s successors and assigns.

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- 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of Cost.
- 1.2.16 Any schedules, appendices and attachments form part of this Deed.
- 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

2 Commencement

- 2.1 This Deed commences and has force and effect on and from the date when the Parties have:
 - 2.1.1 all executed the same copy of this Deed, or
 - 2.1.2 all executed separate counterparts of this Deed and exchanged the counterparts.
- 2.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.

3 Warranties

- 3.1 Each party represents and warrants that:
 - 3.1.1 it has full legal capacity and power to:
 - (a) own its property and carry on its business,
 - (b) enter into this Deed and carry out the transactions it covers,
 - 3.1.2 it holds each authorisation necessary to:
 - (a) properly execute this document and carry out the transactions,
 - (b) make this document legal, valid, binding and admissible in evidence,
 - (c) properly carry on its business,
 - (d) and it is complying with any conditions of those authorisations,
 - 3.1.3 it is not entering into this Deed as a trustee of any trust or settlement except as disclosed at Commencement.
 - 3.1.4 it has the full power to enter into and perform its obligations under this Deed and that, when executed, this Deed will constitute legal, valid and binding obligations according to its terms.

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4 Power of Attorney

- 4.1 Each person who executes this document under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so.

5 Parties' relationship

- 5.1 Nothing in this Deed:
- 5.1.1 makes the Developer or Owner a partner, agent or legal representative of the Council,
 - 5.1.2 creates a partnership, agency or trust,
 - 5.1.3 confers on the Developer or Owner any authority to bind the Council in any way.
- 5.2 The rights of the parties do not merge once the Developer Works are completed, the Land transferred or this Deed is terminated.

6 Deed not Construction Contract

- 6.1 This Deed is not a construction contract or arrangement as defined in the *Building and Construction Industry Security of Payments Act 1999* (NSW), between the Council and the Developer.

7 Developer Works before execution of Deed

- 7.1 This Deed applies to any Developer Works that occurred before the Deed was executed.

Part 2 - Cost of Developer Works

8 Responsibility for Cost of Developer Works

- 8.1 The Developer is responsible for meeting all Costs of and incidental to the Developer Works required to be provided under this Deed unless one or both of the following applies:
- 8.1.1 Item 7 of the Particulars specifies a Council Developer Works Contribution Amount towards the Cost of all or specified Developer Works, or
 - 8.1.2 this Deed otherwise expressly provides for a Developer Works Cost that is not required to be met by the Developer.

9 Development Contribution Credit

Application of clause

- 9.1 This clause applies if Items 8 and 9 of the Particulars specify a Development Contribution Amount payable by the Developer to the Council and a Development Contribution Credit Amount, respectively, in relation to the Developer Works.

Acknowledgement by Developer

- 9.2 The Developer acknowledges the obligation imposed by the Development Consent to pay to the Council the Development Contribution Amount in relation to the Development.
- 9.3 The Developer acknowledges that nothing in this Deed offsets any other Development Contributions payable under the Applicable Contributions Plan beyond the Developer Works.

Provision of Development Contribution Credit

- 9.4 Pursuant to s7.11(5)(b) of the EPA Act, in consideration of the Developer carrying out the Developer Works and otherwise performing all of its obligations under this Deed, the Development Contribution Amount payable by the Developer is to be reduced by the Development Contribution Credit Amount.

Part 3 – Carrying out of Developer Works

10 General obligations relating to Developer Works

- 10.1 The Developer is to provide the Developer Works:
- 10.1.1 in the location or locations shown on the Developer Works Location Plan,
 - 10.1.2 in accordance with the Developer Works Plans and Drawings,
 - 10.1.3 by the Developer Works Completion Date, and
 - 10.1.4 otherwise in accordance with this Deed.
- 10.2 The Developer is to provide and complete the Developer Works in a good and workmanlike manner having regard to the intended purpose of the Developer Works and in accordance with:
- 10.2.1 all applicable laws,
 - 10.2.2 any Approval required by any law relating to the provision of the Developer Works, and
 - 10.2.3 the lawful requirements of any Authority.

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- 10.3 The Developer is to ensure that anything necessary for the proper performance of its obligations under this Deed relating to the provision of the Developer Works is supplied or made available for that purpose.

11 Warranties relating to Developer Works

Warranties by Developer

- 11.1 The Developer warrants to the Council that:
- 11.1.1 It has the consent of the Owner to carry out the Developer Works on the Land,
 - 11.1.2 it has obtained all Approvals and has complied with all laws and applicable industry standards in relation to the Developer Works,
 - 11.1.3 it accepts that, if any aspect of the Developer Works do not comply with this Deed, the Council is entitled to require the Developer to cease the Developer Works and to pursue its rights and remedies relating to the non-compliance under this Deed and, subject to this Deed, at law or in equity,
 - 11.1.4 the Developer Works, when completed, will be fit for purpose.

12 Ownership & care of Developer Works

- 12.1 The Developer owns, and is responsible for care of the Developer Works, and bears all risk and liability in connection with the Developer Works, until the relevant Developer Works and land on which the Developer Works are located is transferred to the Council.

13 Work health & safety

Principal Contractor

- 13.1 The Developer acknowledges that it is the Principal Contractor under WHS Law for the Developer Works unless and until such time that:
- 13.1.1 the Developer engages the Contractor to construct the Developer Works, or
 - 13.1.2 engages another person to be the Principal Contractor for the Developer Works,
 - 13.1.3 and authorises the person to have management or control of the workplace relating to the Developer Works and to discharge the duties of a Principal Contractor under WHS Law.

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Termination of Contractor

- 13.2 If the Developer at any time terminates the engagement of the Contractor, or terminates its authority for the Contractor or other person referred to in clause 18.1 to be the Principal Contractor for the Developer Works, the Developer becomes the Principal Contractor until such time as a new person is appointed as Contractor or to otherwise be the Principal Contractor for the Developer Works.

Developer's obligations

- 13.3 The Developer is to use its best endeavours to ensure that all persons involved in the Developer Works comply with relevant WHS Law and procedures, including but not limited to:
- 13.3.1 following published government and industry WHS guidelines,
 - 13.3.2 providing WHS induction training,
 - 13.3.3 keeping and regularly updating WHS records,
 - 13.3.4 preparing and maintaining an WHS management plan,
 - 13.3.5 preparing a Project Safety Plan that details safety strategies, including how persons must act to comply with WHS Law,
 - 13.3.6 providing safe work method statements for all tasks and ensuring they are complied with,
 - 13.3.7 directing staff to take corrective action or stop work if they are not complying with the method statements or WHS Law,
 - 13.3.8 identifying hazards and assessing risks using due diligence,
 - 13.3.9 eliminating or controlling risks in line with WorkCover requirements using due diligence,
 - 13.3.10 reviewing risk assessments and controlling measures,
 - 13.3.11 providing information to employers and contractors about WHS,
 - 13.3.12 documenting site-specific safety procedures.
- 13.4 The Developer is to use its best endeavours to ensure that:
- 13.4.1 the Council can audit, inspect and test the Developer Works without breaching WHS Law, and
 - 13.4.2 the Council can access and use the Developer Works without breaching WHS Law.
- 13.5 The Developer is to promptly inform the Owner and the Council of any incident occurring in relation to the Developer Works where a person is injured or otherwise exposed to a risk to his or her health or safety, including, but not limited to, an incident which is required to be reported to WorkCover.

14 Accidents & dangerous occurrences

Developer to notify WorkCover

- 14.1 The Developer is to notify WorkCover, the Owner and the Council, as soon as it becomes aware of any serious accident or dangerous occurrence relating to the Developer Works occurring after the date of this Deed.
- 14.2 Within a further 7 days, the Developer must formally notify or procure the notification of WorkCover of the accident or occurrence in accordance with the WHS Law, using any prescribed form.

Provision of information to Council

- 14.3 The Developer must give to the Council a copy of all information and documents that have been provided to WorkCover relating to the accident or occurrence.
- 14.4 The Developer must also give to the Council, if requested by the Council, a written report relating to the accident or occurrence in the form specified by the Council.

Developer to cooperate

- 14.5 The Developer must cooperate with WorkCover, the Owner and the Council if the accident or occurrence is investigated by Work Cover or the Council.
- 14.6 The Developer must immediately give the Council a copy of any improvement or prohibition notices that WorkCover issues in relation to the Developer Works.

15 Design of Developer Works

Application of clause

- 15.1 This clause applies if and to the extent that Schedule 4 does not contain Developer Works Plans and Drawings for the Developer Works or any part.

Developer's obligations before commencing Developer Works

- 15.2 The Developer may not commence construction of the Developer Works unless the Developer Works are designed and approved in accordance with this clause.
- 15.3 Before commencing the design of the Developer Works, the Developer is to request the Council to provide the Developer with the Council's design requirements for the works.
- 15.4 Upon receipt of the Developer's request, the Council may:

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- 15.4.1 initially request the Developer to provide a written proposal concerning the design of the Developer Works, including preliminary concept designs, to assist Council in determining and notifying the Developer of its requirements, and subsequently request the Developer to submit the plans and drawings of the Developer Works to the Council for approval, or
- 15.4.2 request the Developer to submit the plans and drawings of the works to the Council for approval with an assessment of the value of the works from a qualified Quantity Surveyor.
- 15.5 The parties acknowledge and agree that the Council's design requirements for Local Park 1 and Local Park 2 will include a requirement that each park be at least 5,000 m².

Council may require changes to design

- 15.6 The Council may reasonably require the Developer to make any change to the plans and drawings of the Developer Works that it reasonably considers necessary or desirable as a precondition to approving the plans and drawings, and the Developer is to make any such change.

Approval of design by Council

- 15.7 The Council is to inform the Developer in writing when it approves the plans and drawings of the Developer Works.

Inclusion of approved design in Schedule 4

- 15.8 The Parties are to ensure that the reference to the plans and drawings approved by the Council under clause 15.7 are included in Schedule 4 without delay after that approval is given.

Restriction on Developer applying for Approvals

- 15.9 Neither the Developer nor the Owner are to make any application for any Approval relating to the Developer Works unless the Council approved the plans and drawings of the Developer Works under this clause.

16 Variations to approved Developer Works & Costs

- 16.1 The Developer Works may be varied by agreement in writing between the Council and the Developer, acting reasonably, without the necessity for an amendment to this Deed.
- 16.2 The Party seeking the variation is to make a written request to the other relevant Party accompanied by such information and supporting documents as is reasonably necessary to enable the other Party to properly consider the request.

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- 16.3 The Party to whom the request is made is not to unreasonably delay, or unreasonably withhold its Approval to, the request.
- 16.4 The Party who seeks the variation of the Developer Works must meet the Costs of the variation, unless the other Party otherwise agrees.

17 Protection of people, property & utilities

- 17.1 The Developer is to use all reasonable endeavours to ensure that, in providing the Developer Works:
 - 17.1.1 all necessary measures are taken to protect people and property,
 - 17.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 17.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 17.2 The Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land in connection with the Developer Works unless authorised in writing by the Council or any relevant Authority.

18 Damage to assets & property

Developer to notify Council

- 18.1 The Developer must immediately notify the Council in writing of any loss or damage that occurs in respect of a Council asset of which it becomes aware while performing the Developer Works.

Developer to fix or replace damaged asset

- 18.2 The Developer must replace or fix any Council asset the Developer loses or damages while performing the Developer Works in accordance with any reasonable requirements of the Council.

Council may give notice to Developer

- 18.3 If an audit, inspection or test of the Developer Works shows that:
 - 18.3.1 the Developer Works do not conform to the location, design, specifications, materials or finishes approved by the Council under this Deed, or
 - 18.3.2 damage has occurred to a Council asset or the property of another person in connection with the Developer Works,the Council may give the Developer a notice in writing requiring it to take corrective action to bring the Developer Works into conformity or repair the damage, as the case requires.

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Council may take action & recover costs

- 18.4 Without limiting any other remedies available to the Council under this Deed, if the Developer does not comply with the Council's requirements under this clause, the Council may take the action required of the Developer and recover the Council's Costs of so doing from the Developer.

19 Entry onto Land

Developer to obtain rights to enter land

- 19.1 The Owner consents to the Developer and its employees, contractors and agents entering the Land for the purpose of delivering and maintaining the Developer Works.
- 19.2 The Developer is responsible for obtaining all necessary rights to lawfully enter, occupy, and provide the Developer Works on Other Land.
- 19.3 The Developer is not to commence the Developer Works on Other Land until it has obtained the written consent of each owner and any tenant of the Other Land to enter, occupy, and carry out the Developer Works.

Entry onto Council land

- 19.4 Upon receiving reasonable prior written notice from the Developer, the Council is to allow the Developer and the Approved Persons, to enter, occupy, and use Council owned or controlled land specified in the notice at any reasonable time if the occupation or use of the land by the Developer and the Approved Persons is reasonably necessary for the Developer Works.
- 19.5 The Council is not required to allow the Developer to enter, occupy and use any Council owned land unless and until the Developer has paid any applicable fee or rent, as approved by the Council, for that purpose.

Entry onto land by Council

- 19.6 Upon receiving reasonable prior notice from the Council, the Owner is to provide the Council with safe and unhindered access at any reasonable time to any land on which the Developer Works are being, or have been, provided.
- 19.7 The Council, and its employees, contractors or agents must comply with the Owner's and Developer's reasonable safety requirements while on any land on which the Developer Works are being provided.

20 Audit, inspection, testing of Developer Works

Audit, inspection or test of Developer Works

- 20.1 The Council may undertake an audit, inspection or test of the Developer Works at any reasonable time for any purpose related to this Deed upon giving reasonable prior notice to the Developer.
- 20.2 The Developer is to provide the Council with any assistance that is reasonably required by the Council to enable the Council to undertake any audit, inspection or test of the Developer Works.

Action by Developer

- 20.3 If an audit, inspection or test reasonably shows that particular action must be taken in relation to the Developer Works, the Developer is to:
 - 20.3.1 take the action in the manner, and within the time, the Council reasonably requires, and
 - 20.3.2 provide evidence to the Council that the action has been taken.
- 20.4 If an audit, inspection or test shows that the Developer Works have not been provided in accordance with this Deed, the Developer is to pay any Costs incurred by the Council in connection with the audit, inspection or test.

Fee for further audit, inspection or test of the Developer Works

- 20.5 If the Council reasonably decides that a further and more detailed audit, inspection or test of the Developer Works is required, the Council may determine an approved fee in that regard and the Developer is to pay to the Council the fee so approved.

21 Access to information & records

- 21.1 The Council may make a written request to the Developer:
 - 21.1.1 to provide information to the Council concerning the Developer Works,
 - 21.1.2 to allow the Council to inspect the Developer's records concerning the Developer Works, including by giving the Council access to premises owned, occupied or controlled by the Developer for that purpose.
- 21.2 The Developer is to comply with any such request made by the Council not later than 15 business days after the Council makes the request.

22 Practical Completion of Developer Works

Developer Works Completion Date

- 22.1 The Developer is to use all reasonable endeavours to ensure that the whole of the Developer Works is the subject of one or more Practical Completion Certificates by not later than the Developer Works Completion Date.

Request by Developer for Practical Completion Certificate

- 22.2 The Developer may make a written request ('**Developer's Request**') to the Council to issue a Practical Completion Certificate for the Developer Works or any part of the Developer Works by not later than the Developer Works Completion Date or such later date agreed in writing between the Parties.
- 22.3 The Developer's Request is to be accompanied by the following information:
- 22.3.1 a Works-as-Executed Plan of the Developer's Works to which the Developer's Request relates, and
 - 22.3.2 all technical data relating to those Works, including but not limited to, geotechnical testing, structural certificates, CCTV footage and material certifications.

Inspection by Council

- 22.4 Upon receipt of the Developer's Request, the Council is to inspect the relevant Developer Works in the presence of a representative of the Developer at a time reasonably agreed between the Parties that is not later than 14 Business Days after the Council receives the request.

Direction by Council

- 22.5 As a precondition to issuing a Practical Completion Certificate, the Council may direct the Developer in writing to complete, Rectify or repair any specified part of the Developer Works the subject of the Developer's Request within a period specified in the direction in order to bring the Developer Works into conformity with this Deed or any Approval.
- 22.6 The Developer is to promptly comply with any such direction given by the Council.
- 22.7 The Council may undertake more than one inspection and issue more than one direction to the Developer in order to be satisfied that a Practical Completion Certificate may be issued for the Developer Works the subject of the Developer's Request.

Issuing of Practical Completion Certificate

- 22.8 The Council is to promptly issue a Practical Completion Certificate for the Developer Works the subject of the Developer's Request when it

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is reasonably satisfied that no aspect of the relevant Developer Works reasonably requires completion, rectification or repair.

23 Maintenance of Developer Works

Application of clause

- 23.1 This clause applies if a Maintenance Period is specified in Item 13 of the Particulars

Obligation to Maintain Developer Works

- 23.2 The Developer is to Maintain the Developer Works during the Maintenance Period.

Entry onto Council land

- 23.3 The Council is to permit the Developer to enter any land owned or controlled by the Council to enable the Developer to Maintain the Developer Works during the Maintenance Period.

24 Rectification of Defects

Rectification Notice

- 24.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period.

Compliance by Developer

- 24.2 The Developer is to comply with a Rectification Notice according to the terms of the Rectification Notice and to the reasonable satisfaction of the Council.
- 24.3 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice given by the Council.

25 Final Completion of Developer Works

When Final Completion Certificate required

- 25.1 The Developer is to use all reasonable endeavours to ensure that the whole of the Developer Works is the subject of one or more Final Completion Certificates at the end of Defects Liability Period.

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Request by Developer

- 25.2 The Developer may make a written request ('**Developer's Request**') to the Council to issue a Final Completion Certificate for the Developer Works or any part of the Developer Works at the end of Defects Liability Period.
- 25.3 The Developer's Request is to be accompanied by a full Works-As-Executed-Plan for the Developer Works for which the Final Completion Certificate is sought in a format agreed to by the Council.

Inspection by Council

- 25.4 Upon receipt of the Developer's Request, the Council is to inspect the relevant Developer Works in the presence of a representative of the Developer at a time reasonably agreed between the Parties that is not later than 14 days after the Council receives the request.

Directions by Council

- 25.5 As a precondition to issuing a Final Completion Certificate, the Council may direct the Developer in writing to complete, Rectify, repair or Maintain any specified part of the Developer Works the subject of the Developer's Request within a period specified in the direction in order to bring the Developer Works into conformity with this Deed or any Approval.
- 25.6 The Developer is to promptly comply with any such direction given by the Council.
- 25.7 The Council may undertake more than one inspection and issue more than one direction to the Developer in order to be satisfied that a Final Completion Certificate may be issued for the Developer Works the subject of the Developer's Request.

Issuing of Final Completion Certificate

- 25.8 The Council is to promptly issue a Final Completion Certificate for the Developer Works the subject of the Developer's Request when it is reasonably satisfied that no aspect of the relevant Developer Works reasonably requires completion, rectification or repair.

26 Copyright in Works-As-Executed Plan

- 26.1 The Developer, being the copyright owner in the Works-As-Executed Plan, assigns the copyright in the Works-As-Executed Plan to the Council free of Cost to the Council.
- 26.2 If the Developer is not the copyright owner of the Work-As-Executed Plan, the Developer is to promptly procure the assignment of the copyright of the Works-As-Executed Plan to the Council free of Cost to the Council.

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27 Transfer of Ownership of Developer Works

Issuing of Transfer of Ownership Notice

- 27.1 At any time after the Council issues a Practical Completion Certificate for Developer Works to the Developer, the Council may issue a Transfer of Ownership Notice to the Developer and the Owner.

Vesting of Developer Works

- 27.2 Subject to compliance with clause **Error! Bookmark not defined.**1.2, the Developer Works the subject of a Transfer of Ownership Notice vest in the Council on the vesting date stated in the Transfer of Ownership Notice, being a date not less than 14 days after the date of the issuing of the Transfer of Ownership Notice. Otherwise, the Developer Works vest in the Council on the date the land on which the relevant Developer Works are located is transferred to the Council.

28 Transfer of land on which Developer Works Constructed

- 28.1 Unless otherwise specified in this Deed or agreed in writing between the Parties:
- 28.1.1 the Owner warrants that it is the owner of the land on which Developer Works have or are to be carried out and further agrees that it will not transfer the land to any other person than the Council without the prior written approval of the Council and in accordance with clause 39,
- 28.1.2 the Owner is to dedicate or procure the dedication to the Council of the land on which Developer Works the subject of a Transfer of Ownership Notice are constructed , on or before the date specified in the Transfer of Ownership Notice
- 28.1.3 the dedication is to be free of Cost to the Council.
- 28.2 When this Deed is executed:
- 28.2.1 the Council is deemed to have acquired and the Owner is deemed to have granted a caveatable interest in the Land and the Owner agrees not to object to registration of a caveat on the title of the Land pending dedication and will do all things necessary to enable, the Council to lodge a caveat on the relevant folio of the Torrens title register maintained under the *Real Property Act 1900* (NSW),
- 28.2.2 the Owner may provide the Council with a notice requesting that the Council register a withdrawal of a caveat in respect of a lot which has been created by the subdivision of the Land and which will not contain any Developer Works. The Council must, at the Owner's cost, provide a duly executed caveat withdrawal form to the Owner to enable the withdrawal of a

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caveat for any lot so nominated by the Owner, if the Council is reasonably satisfied that the lot is not required for the Developer Works.

28.3 If the Owner does not dedicate the land on which the Developer Works have been carried out as required by this Deed:

28.3.1 the Council may compulsorily acquire that land, in which case the Developer and Owner consent to the Council compulsorily acquiring that land for compensation in the amount of \$1.00 without having to follow the pre-acquisition procedures in the *Land Acquisition (Just Terms Compensation) Act 1991* and may call upon any Developer Works Security provided under this agreement to cover any costs, including legal costs, incurred by the Council in connection with the acquisition of the land.

28.3.2 the Developer and Owner agree that this clause 28.3 constitutes an agreement in writing on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition in accordance with s.30(2) of the *Land Acquisition (Just Terms Compensation) Act 1991*.

29 Easements, covenants, etc.

29.1 The Developer and Owner must create, or procure the creation of, any easement or covenant or any other instrument benefitting the Council that is reasonably required by the Council in relation to the Developer Works.

29.2 The Developer and Owner are to ensure that any such easement, covenant or other instrument is registered on the title to the relevant land before the vesting date specified in a Transfer of Ownership Notice for such Works.

29.3 The Costs required to be incurred by the Developer in doing so include, unless otherwise agreed in writing between the Parties, the payment of compensation to any person.

30 Removal of structures & Equipment

30.1 When providing the Developer Works on any Council owned or controlled land is completed for the purposes of this Deed, the Developer, without delay, is to:

30.1.1 remove from the land any structure not comprising or required in connection with the completed Developer Works and make good any damage or disturbance to the land as a result of that removal,

30.1.2 remove from the land any Equipment and make good any damage or disturbance to the land as a result of that removal, and

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- 30.1.3 leave the land in a neat and tidy state, clean and free of rubbish.

Part 4 – Dispute Resolution

31 Dispute Resolution – mediation

Application of clause

- 31.1 This clause applies to any Dispute arising in connection with this Deed other than a dispute to which clause 34 applies.

When Dispute arises

- 31.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.

Meeting between Parties

- 31.3 If a notice is given under clause 31.2, the relevant Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

Meditation of Dispute

- 31.4 If the Dispute is not resolved within a further 28 days, the relevant Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.

Exercise of legal rights

- 31.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the relevant Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

Costs

- 31.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 31.7 The Parties to the dispute are to share equally the costs of the President, the mediator, and the mediation.

32 Dispute resolution – expert determination

Application of clause

- 32.1 This clause applies to a Dispute arising in connection with this Deed if:
 - 32.1.1 the Parties agree that the Dispute can be appropriately determined by Expert Determination, or
 - 32.1.2 the Chief Executive Officer (or equivalent) of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion at the joint request of the Parties that the Dispute can be determined by a member of that body.

When Dispute arises

- 32.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.

Meeting between Parties

- 32.3 If a notice is given under clause 32.2, the relevant Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

Expert determination

- 32.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.

Expert determination binding

- 32.5 The expert determination is binding on the relevant Parties except in the case of fraud or misfeasance by the expert.

Costs of Parties

- 32.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.

Costs of Expert

- 32.7 The Parties to the dispute are to share equally the costs of the President, the expert, and the expert determination.

33 Arbitration Excluded

- 33.1 The arbitration of any Dispute between the Parties arising under, or in connection with, this Deed is expressly excluded.

Part 5 - Enforcement

34 Developer Works Security

Application of this clause

- 34.1 This clause 34 applies if Item 11.a of the Particulars specifies an amount of Developer Works Security.

Provision of Developer Works Security

- 34.1 The Developer must provide the Developer Works Security to the Council within 28 days of the date of this Deed.
- 34.2 The Parties acknowledge that the Developer has given the Developer Works Security to the Council in respect of part of the Developer Works, being item 1 of Schedule 2 - Local Neighbourhood Community Centre Embellishment.
- 34.3 Within 28 days of a written request, the Developer must provide further security to the Council in accordance with the Indexation of Developer Works Security specified at Item 11.b of the Particulars.

Purpose of Developer Works Security

- 34.4 From the date of this Deed, the Council is to hold the Developer Works Security as security for the Developer performing its obligations under this Deed.

Council's right to access Developer Works Security

- 34.5 The Council may access and use the Developer Works Security in accordance with clause 24, clause 35 or clause 36.

Release & return of Developer Works Security

- 34.1 The Council is to release and return 95% of the Developer Works Security in respect of a Developer Work, to the Developer within 14 days after both of the following have occurred:
- 34.1.1 the Developer Work has vested in the Council, and
- 34.1.2 all land on which the Developer Work has been carried out that is not owned, occupied or otherwise controlled by the Council has been transferred to the Council.
- 34.2 The Council is to release and return the remainder of the Developer Works Security or any unused part of it, in respect of a Developer Work at the expiry of the Defects Liability Period for the work.

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Replacement Developer Works Security

- 34.3 The Developer may provide the Council with a replacement Developer Works Security at any time.
- 34.4 On receipt of a replacement Developer Works Security, the Council is to release and return the replaced Developer Works Security to the Developer.
- 34.5 If the Council calls-up the Developer Works Security or any portion of it, the Council may give the Developer a written notice requiring the Developer to provide a further or replacement Developer Works Security to ensure that the amount of Developer Works Security held by the Council equals the amount the Council is entitled to hold under this Deed.

35 Breach of obligations

Notice of breach

- 35.1 If the Council reasonably considers that the Developer or the Owner are in breach of any obligation under this Deed, it may give a written notice to the Developer or Owner, as applicable:
 - 35.1.1 specifying the nature and extent of the breach,
 - 35.1.2 requiring the Developer or Owner to:
 - (a) Rectify the breach if it reasonably considers it is capable of rectification, or
 - (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
 - 35.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.

Failure to comply with notice of breach

- 35.2 If the Developer or Owner fails to fully comply with a notice referred to in clause 35.1, the Council may, without further notice and notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity:
 - 35.2.1 call-up the Developer Works Security in respect of the Developer Work concerned and apply it to remedy the breach, and
 - 35.2.2 step-in and remedy the breach and may enter, occupy and use any land owned by the Owner or controlled by the Developer and any Equipment on such land for that purpose.

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Recovery of costs by Council

- 35.3 Any costs incurred by the Council in remedying a breach of this Deed may be recovered by the Council from the Developer by either or a combination of the following means:
 - 35.3.1 by calling-up and applying the Developer Works Security for the Developer Work, , as appropriate, provided by the Developer under this Deed, or
 - 35.3.2 as a debt due in a court of competent jurisdiction.
- 35.4 For the purpose of clause 35.3, the Council's costs of remedying a breach of this Deed include, but are not limited to:
 - 35.4.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - 35.4.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 35.4.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.

Exercise of Council's rights at law or in equity

- 35.5 Nothing in this clause 35 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer or Owner, including but not limited to seeking relief in an appropriate court.

36 Termination

- 36.1 If the Council reasonably considers that the Developer or Owner has failed to fully comply with a written notice given under this Deed in relation to a breach of their obligations, the Council may, without further notice:
 - 36.1.1 terminate this Deed by written notice to the Developer, and Owner and
 - 36.1.2 take the Developer Works out of the hands of the Developer, and
 - 36.1.3 access and use the Developer Works Security,

37 Effect of termination

- 37.1 If the Council terminates this Deed:
 - 37.1.1 the Parties are to immediately stop performing the Deed,
 - 37.1.2 no rights of the Council existing at the date of termination are affected,

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- 37.1.3 the Developer and Owner are not entitled to any payment or compensation for damages, losses or Costs arising because of the termination,
- 37.1.4 the Developer is to pay any Costs the Council incurs, and which are invoiced to the Developer, in completing the Developer Works that exceed the amount of the Developer Works Security,
- 37.1.5 the Council may complete the Developer Works by such means as it considers reasonably appropriate,
- 37.1.6 the Council may, without paying compensation, take possession of any of the Developer's documents, information or records as it reasonably needs to complete the Developer Works,
- 37.1.7 the Council may, without paying compensation, take possession of any land the Owner owns or the Developer controls as it reasonably needs to complete the Developer Works,
- 37.1.8 the Council may compulsorily acquire the land on which any Developer Works have been completed (in whole or in part) are located and any other land which the Council reasonably considers to be necessary for the Developer Works from the Owner on the terms set out in clause 28.3.1 and 28.3.2,
- 37.1.9 In the alternative to clauses 37.1.5 - 37.1.8 above, the Council may enforce the payment of the relevant Development Contribution in respect of any Developer Works which have not been vested in the Council.

38 Enforcement in a court of competent jurisdiction

- 38.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 38.2 For the avoidance of doubt, nothing in this Deed prevents:
 - 38.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates, or
 - 38.2.2 the Council from exercising any function under the EPA Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

Part 6 – Restriction on Dealings

39 Restriction

- 39.1 The Developer and Owner are not to assign their respective rights or obligations under this Deed, or novate this Deed to any person unless:
- 39.1.1 It has, at no cost to the Council, first procured the execution by the person to whom the rights or obligations under this Deed are to be assigned or novated of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
 - 39.1.2 the Council has given written notice to the Developer or Owner, as applicable, stating that it reasonably considers that the assignee or novatee is reasonably capable of performing its obligations under this Deed, and
 - 39.1.3 the Developer or Owner, as applicable, is not in breach of this Deed, and
 - 39.1.4 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.

40 Continued performance of obligations by Developer and Owner

- 40.1 The Developer and Owner acknowledges and agrees that it remains liable to fully perform its obligations under this Deed unless and until it has complied with its obligations under clause 39.1.

Part 7 – Indemnities & Insurance

41 Risk

- 41.1 The Developer and Owner performs this Deed at their own risk and their own cost.

42 Release

- 42.1 The Developer and Owner each release the Council from any Claim it may have against the Council arising in connection with the performance of their obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

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43 Indemnity

- 43.1 The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's and Owner's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

44 Insurance

Requirement for Developer insurances

- 44.1 The Developer is to take out and keep current to the satisfaction of the Council the Insurances in relation to the Developer Works (and land on which the Developer Works are located) until the Developer Works are completed and vested in the Council in accordance with this Deed.

Failure to comply with requirement

- 44.2 If the Developer fails to comply with clause 44.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- 44.2.1 by calling upon the Developer Works Security provided by the Developer to the Council under this Deed, or
 - 44.2.2 recovery as a debt due in a court of competent jurisdiction.
- 44.3 The Developer is not after the execution of this Deed to commence to provide any Developer Works unless it has first provided to the Council satisfactory written evidence of all of the Insurances.

45 Subcontractors' insurances

- 45.1 Before construction of the Developer Works commences, the Developer must ensure that the Council is provided with evidence satisfactory to the Council that all subcontractors engaged in relation to the Developer Works, are:
- 45.1.1 covered by the insurances the Developer is required to take out and maintain in relation to the Developer Works, or
 - 45.1.2 have effected and maintain insurance policies that are the same types and for the same amounts and periods as the Developer's insurances.

Part 8 – Other Provisions

46 Confidentiality

Confidentiality Obligations

- 46.1 Each party must keep confidential and must not publicly announce or disclose information about:
 - 46.1.1 documents, plans and other material clearly identified as confidential, or which should reasonably be considered confidential,
 - 46.1.2 any tender by the Developer relating to the Developer Works.
- 46.2 In particular, any party receiving confidential information must:
 - 46.2.1 treat the information as it would its own confidential material,
 - 46.2.2 promptly notify the Council if it becomes aware that the law might require the information to be disclosed,
 - 46.2.3 ensure that only authorised persons have access to the information and that it is stored safely and securely.

Breach of confidentiality

- 46.3 The Parties must immediately notify each other if they become aware of a breach of confidentiality relating to the Developer Works or this Deed.

Survival of confidentiality obligations

- 46.4 The confidentiality obligations contained in this Deed survive the completion of the Developer Works or the termination of this Deed, whichever occurs first, by 5 years, unless otherwise agreed in writing between the Parties.

Exceptions to confidentiality obligation

- 46.5 The confidentiality obligations contained in this Deed do not apply if a disclosure of confidential information is required:
 - 46.5.1 by law,
 - 46.5.2 by the Listing Rules of the Australian Securities Exchange Limited,
 - 46.5.3 to enable a Party to perform its obligations, or to make or defend any claim or dispute, under the Works-in-Kind Deed,
 - 46.5.4 under this Deed,
 - 46.5.5 but only if, before the Party discloses any confidential information, it notifies the other Party in writing of the information it proposes to disclose and explains why it proposes to do so.

47 Ownership of Intellectual Property

Certain rights not affected by Deed

- 47.1 Nothing in this Deed affects the ownership of Background Intellectual Property or Third Party Intellectual Property unless expressly provided to the contrary in this Deed.

Ownership of Intellectual Property relating to Developer Works

- 47.2 The Council owns all Intellectual Property relating to the Developer Works that does not belong to a person other than the Council or the Developer.

Licence by Developer

- 47.3 The Developer grants to the Council a royalty-free, irrevocable, worldwide, perpetual, non-exclusive licence for all Background Intellectual Property it owns, including the right to sub-licence it for the purpose of:
- 47.3.1 using, maintaining and disposing of the Developer Works or support systems,
 - 47.3.2 modifying and developing the Developer Works and support systems, linked works or associated infrastructure,
 - 47.3.3 completing the Developer Works on termination of this Deed,
 - 47.3.4 rectifying Defects relating to the Developer Works.
- 47.4 The Developer is to use its best endeavours to ensure that the Council is granted a licence on the same terms from each subcontractor engaged in relation to the Developer Works.
- 47.5 The Developer is to use its best endeavours to ensure that the Council is granted a licence to use all Third Party Intellectual Property on the best commercial terms reasonably available.

48 Technical Data

- 48.1 The Developer is to give the Council any Technical Data that the Council considers reasonably necessary in relation to the Developer Works.
- 48.2 The Council may provide Technical Data to any person for a purpose relating to the Developer Works.

49 Moral rights

- 49.1 The Developer is not to enforce any moral rights against the Council relating to the Developer Works.

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- 49.2 The Developer is to use its best endeavours to ensure that no other person enforces any moral rights against the Council relating to the Developer Works.

50 Force Majeure

Notification

- 50.1 If a Party is affected, or likely to be affected, by a Force Majeure Event, that Party must promptly notify the other Party, giving:
- 50.1.1 full details of the event,
 - 50.1.2 an estimate of its duration,
 - 50.1.3 the obligations under this Deed it affects and how much it will affect them,
 - 50.1.4 the steps either taken or planned to manage its effects.

Suspension of obligations

- 50.2 A Party's obligations under this Deed are suspended if those obligations are affected by a Force Majeure Event for as long as the event continues.
- 50.3 A Party affected by a Force Majeure Event must do all it reasonably can to remove, overcome or minimise the effects of the event as quickly as possible.

51 Notices

- 51.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
- 51.1.1 delivered or posted to that Party at its address set out in Item 15 or 16 of the Particulars, or
 - 51.1.2 emailed to that Party at its email address set out in Item 15 or 16 of the Particulars.
- 51.2 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 51.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 51.3.1 delivered, when it is left at the relevant address,
 - 51.3.2 sent by post, 2 business days after it is posted, or

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- 51.3.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 51.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

52 Approvals and Consent

- 52.1 Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed in that Party's absolute discretion and subject to any conditions determined by the Party.
- 52.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

53 Costs of this Deed

Costs of Deed

- 53.1 The Developer is to pay to the Council the Council's costs not exceeding the amount specified in Item **Error! Reference source not found.** of the Particulars in relation to preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.

Enforcement costs

- 53.2 The Council may serve a notice in writing on the Developer ('**Enforcement Cost Notice**') requiring the Developer to pay all or any reasonable costs and expenses incurred by the Council in connection with:
- 53.2.1 investigating a non-compliance by the Developer or the Owner with this Deed, and
- 53.2.2 enforcing compliance by the Developer or Owner with this Deed.
- 53.3 For the avoidance of doubt, the costs and expenses referred to in clause 53.2 may include the costs or expenses incurred by the Council relating to the preparation or serving of the Enforcement Cost Notice.
- 53.4 An Enforcement Cost Notice is to specify the amount required to be paid to the Council by the Developer and the date by which the amount is to be paid.

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- 53.5 The Council may recover any unpaid costs and expenses specified in an Enforcement Cost Notice as a debt in a court of competent jurisdiction.

No dispute

- 53.6 The dispute resolution provisions of this Deed do not apply to anything done by the Council and any requirement imposed on the Developer by the Council in accordance with this clause 53

54 Entire Deed

- 54.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 54.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

55 Further Acts

- 55.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Deed and all transactions incidental to it.

56 Governing Law and Jurisdiction

- 56.1 This Deed is governed by the law of New South Wales.
- 56.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 56.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

57 Joint and Individual Liability and Benefits

- 57.1 Except as otherwise set out in this Deed:
- 57.1.1 any agreement, covenant, representation or warranty under this Deed by 2 or more persons binds them jointly and each of them individually, and
- 57.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

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58 No Fetter

- 58.1 Nothing in this Deed shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

59 Illegality

- 59.1 If this Deed or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

60 Severability

- 60.1 If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 60.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

61 Amendment

- 61.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with section 203 of the Regulation.

62 Waiver

- 62.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 62.2 A waiver by a Party is only effective if it:
- 62.2.1 is in writing,
 - 62.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 62.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - 62.2.4 is signed and dated by the Party giving the waiver.

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- 62.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing or of not doing a thing by the Party to whom the waiver is given.
- 62.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 62.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

63 GST

- 63.1 In this clause:

Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice have the meaning given by the GST Law.

GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

Taxable Supply has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

- 63.2 Subject to clause 63.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 63.3 Clause 63.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 63.4 No additional amount shall be payable by the Council under clause 63.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 63.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:

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- 63.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 63.5.2 that any amounts payable by the Parties in accordance with clause 63.2 (as limited by clause 63.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 63.6 No payment of any amount pursuant to this clause 63, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 63.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 63.8 This clause continues to apply after expiration or termination of this Deed.

64 Modification of Development

- 64.1 The parties agree that, if the Development is modified in accordance with Division 4.9 of the EPA Act, the parties will meet, in good faith, to discuss the variation of this Deed.

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Schedule 1: Particulars

(Clause 1.1)

Item	Details
1. Development	The development the subject of the Applicable Development Consents.
2. Applicable Development Consent	The development consents granted by the Council under s4.16 of the EPA Act to development application: (a) 395-2017 - 31 May 2019 as modified to date. (b) 2021.1284 – 23 December 2023 as modified to date. (c) 2021.1537 – 27 April 2022 as modified to date.
3. Applicable Contributions Plan	South Jerrabomberra Local Infrastructure Contributions Plan 2018 made by the Council under s7.18 of the EPA Act, and adopted by the Council on 26 April 2018 as amended.
4. Developer Works	See Schedule 2
5. Developer Works Completion Date	See Schedule 2
6. Developer Works Agreed Cost	See Schedule 2
7. Council Developer Works Contribution Amount	NIL
8. Development Contribution Amount	The amount specified in the Applicable Contributions Plan for the provision of the Developer Works as indexed to the date of payment.
9. Development Contribution Credit Amount	Development Contribution Amount.
10. Development Contribution Surplus Credit Amount	NIL
11. Developer Works Security: a. Developer Works Security	(a) Local Neighbourhood Community Centre Embellishment - \$6, 712,354.50 as indexed in accordance with the Applicable Contributions Plan (b) Local Park 1 – the cost of the works as specified in the works schedule of the Applicable

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b. Indexation of Developer Works Security	Contributions Plan and as indexed in accordance with that Plan (c) Local Park 2 - the cost of the works as specified in the works schedule of the Applicable Contributions Plan and as indexed in accordance with that Plan (d) District Park - \$514, 417.75 and as indexed in accordance with the Applicable Contributions Plan Consistent with the adjustment method in the Applicable Contributions Plan.
12. Defects Liability Period	12 months
13. Maintenance Period	Between the Practical Completion of each Developer Work and the date that the work is vested in the Council.
14. Insurances: a. Contract Works Insurance b. Public Liability c. Professional Indemnity d. Workers Compensation Insurance e. Other insurance	For the full replacement value of the Developer Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Developer Works. For at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party. NIL As required by law. As required by law.
15. Council Contact for Notices	Postal Address: PO Box 90, Queanbeyan NSW 2620 Email: council@gprc.nsw.gov.au Telephone: 1300 735 025 Representative: Tim Reich and Haydon Murdoch
16. Developer Contact for Notices	Postal Address: Level 4, 14 Childers St Canberra ACT 2601 Email: cknight@villagebuilding.com.au Telephone: (02) 6241 6844

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	Representative: Christian Knight
17. Owner contact for Notices	Postal Address Level 4, 14 Childers St Canberra ACT 2601 Email cknight@villagebuilding.com.au Telephone (02) 6241 6844 Representative Christian Knight
18. Costs of Deed	The reasonable evidenced costs incurred by the Council in relation to preparing, negotiating, executing and stamping this Deed, and any document related to this Deed.

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Schedule 2: Developer Works Details

Developer Works	Developer Works Completion Date	Developer Works Agreed Cost
1. Local Neighbourhood Community Centre Embellishment	31 December 2025	The cost specified for the work in the Applicable Contributions Plan.
2. Local Park 1 Embellishment	31 December 2028	The cost specified for the work in the Applicable Contributions Plan.
3. Local Park 2 Embellishment	31 December 2030	The cost specified for the work in the Applicable Contributions Plan.
4. District Park 1 Embellishment	31 December 2025	The cost specified for the work in the Applicable Contributions Plan.

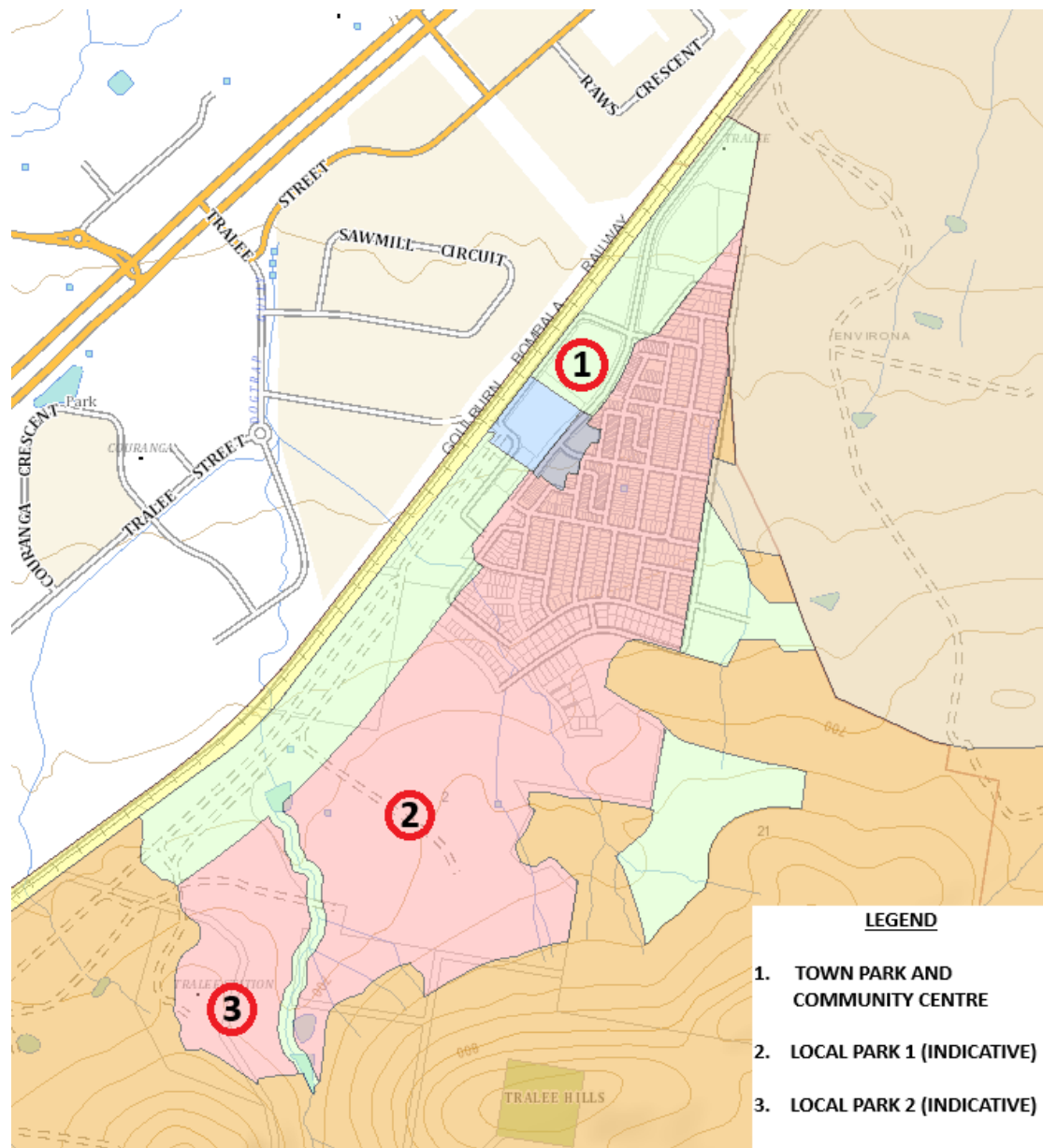
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Schedule 3: Developer Works Location Plan



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Schedule 4: Developer Works Plans and Drawings

Local Neighbourhood Community Centre

- MR.00 – Cover Page dated 30.03.2021 approved through Development Approval DA.2021.1436.A
- MR.01 – Site Plan dated 30.03.2021 approved through Development Approval DA.2021.1436.A
- MR.02 – Floor Plan dated 30.03.2021 approved through Development Approval DA.2021.1436.A
- MR.04 – Elevations dated 30.03.2021 approved through Development Approval DA.2021.1436.A
- MR.05 – Section dated 30.03.2021 approved through Development Approval DA.2021.1436.A
- MR.06 – Female/Male Toilet dated 30.03.2021 approved through Development Approval DA.2021.1436.A
- MR.07 – Electrical dated 30.03.2021 approved through Development Approval DA.2021.1436.A

District Park 1

- Town Park Concept Subdivision Plan dated 28/11/2022 approved through Development Approval DA.2021.1057.A
- Town Park Landscape Works – Cover approved through REF Approval 24 November 2021
- Town Park Landscape Works – Schedules – Sheet 1 approved through REF Approval 24 November 2021
- Town Park Landscape Works – Schedules – Sheet 2 approved through REF Approval 24 November 2021
- Town Park Landscape Works – General Arrangement Plans – Sheet 1 approved through REF Approval 24 November 2021
- Town Park Landscape Works – General Arrangement Plans – Sheet 2 approved through REF Approval 24 November 2021
- Town Park Landscape Works – General Arrangement Plans – Sheet 3 approved through REF Approval 24 November 2021
- Town Park Landscape Works – General Arrangement Plans – Sheet 4 approved through REF Approval 24 November 2021
- Town Park Landscape Works – General Arrangement Plans – Sheet 5 approved through REF Approval 24 November 2021
- Town Park Landscape Works – General Arrangement Plans – Sheet 6 approved through REF Approval 24 November 2021
- Town Park Landscape Works – Grading and Drainage Plans – Sheet 1 approved through REF Approval 24 November 2021

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- Town Park Landscape Works – Grading and Drainage Plans – Sheet 2 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Grading and Drainage Plans – Sheet 3 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Grading and Drainage Plans – Sheet 4 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Surface Finishes – Sheet 2 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Surface Finishes – Sheet 3 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Surface Finishes – Sheet 4 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Setout Plans – Sheet 1 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Planting Plans – Sheet 1 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Planting Plans – Sheet 2 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Planting Plans – Sheet 3 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Planting Plans – Sheet 4 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Details – Sheet 1 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Details – Sheet 2 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Details – Sheet 3 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Details – Sheet 4 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Details – Sheet 5 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Details – Sheet 6 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Details – Sheet 7 approved through REF Approval 24 November 2021
 - Town Park Landscape Works – Details – Sheet 8 approved through REF Approval 24 November 2021
 - Town Park BBQ & Toilet Block – Site Plan approved through REF Approval 24 November 2021
 - Town Park BBQ & Toilet Block – Floor Plan approved through REF Approval 24 November 2021

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- Town Park BBQ & Toilet Block – Elevations approved through REF Approval 24 November 2021
 - Town Park BBQ & Toilet Block – Detail – Toilets Details approved through REF Approval 24 November 2021
 - Town Park BBQ & Toilet Block – Disable Toilet Details approved through REF Approval 24 November 2021

Local Park 1

Plans to be prepared

Local Park 2

Plans to be prepared. No plans are currently available for this park which is part of Estate 3.

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Execution

Executed as a Deed

Dated:

Executed by the COUNCIL pursuant to a resolution passed at a duly convened meeting held on February 2026 (resolution /):

Mayor

General Manager

Executed by the Developer in accordance with s127(1) of the Corporations Act (Cth) 2001

Director

Director / Secretary

Name

Name

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The Village Building Co. Limited

Executed by the Owner in accordance with s127(1) of the Corporations Act (Cth) 2001

Director

Director / Secretary

Name

Name