

Planning Agreement – Bankstown City Campus

Canterbury Bankstown Council

Walker Bankstown Developments Pty Ltd

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Planning Agreement

Dated

Parties

1. **Canterbury Bankstown Council** ABN 45 985 891 846 of 66-72 Rickard Road, Bankstown (**the Council**); and
2. **Walker Bankstown Developments Pty Limited** ACN 637 747 061 of Level 21, Governor Macquarie Tower, 1 Farrer Place Sydney NSW 2000 (**the Developer**).

Background

- A. The Council is the registered proprietor of the Land.
- B. The Applicant submitted State Significant Development Application No. SSDA 18-9831 (**SSDA**) in respect of the Land. The SSDA is a Crown Development Application.
- C. In general terms, the SSDA envisages the development of the Land for university purposes.
- D. The Applicant has engaged the Developer to develop the Land in accordance with the SSDA.
- E. If a Development Consent in respect of the SSDA is granted and comes into effect, the Developer agrees to pay certain Development Contributions and provide certain Development Deliverables in accordance with this Agreement.
- F. These Development Contributions and Development Deliverables are to be used for or applied towards a public purpose.

Operative provisions

1. Defined meanings

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this document.

2. Status of this Agreement

2.1 Planning Agreement

This Agreement is a planning agreement within the meaning of section 7.4(1) of the Act.

2.2 Land

This Agreement applies to the Land.

2.3 Development

This Agreement applies to the Development.

2.4 Effect and obligations

- (a) This Agreement does not commence unless and until a Development Consent in respect of the SSDA is granted and is in effect.
- (b) Despite any other provision of this Agreement, the Developer is under no obligation to pay any Development Contribution or provide Development Deliverables in accordance with this Agreement unless:
 - (i) a Development Consent has been granted in respect of the SSDA to carry out the Development;
 - (ii) a Construction Certificate or a Crown Building Certificate has been issued in relation to that Development Consent;
 - (iii) physical works have commenced on the Land for the Development; and
 - (iv) the relevant circumstances set out in this Agreement as to when the Development Contribution or Development Deliverable must be paid or provided have arisen.

3. Development Contributions and Development Deliverables

3.1 Nature, extent and timing

- (a) The Developer must pay the Development Contributions and provide the Development Deliverables in Column 3 of the Table at the point in time set out in Column 4 of the Table in accordance with this Agreement.
- (b) Nothing in this Agreement precludes the Developer from electing to pay a Development Contribution or providing a Development Deliverable earlier than it is required to do so.

3.2 Public purpose of the Development Contributions and Development Deliverable

- (a) Each Development Contribution and Development Deliverable must be used for or applied towards the relevant public purpose set out in Column 2 of the Table.
- (b) This clause 3.2 has effect after the termination of this Agreement.

3.3 Approval of the Detailed Design

- (a) This clause applies only to Development Deliverable item 1 in Schedule 1.
- (b) Following the granting of the Development Consent for the SSDA, the Developer is to prepare the detailed design (**Detailed Design**) in accordance with this clause 3.3.
- (c) The Developer must:

- (i) ensure the Detailed Design is consistent with the Reference Design and the Clarification Schedule; and
 - (ii) prepare and submit the Detailed Design to Council for its approval as landowner.
- (d) The Council:
 - (i) must approve the Detailed Design if the Detailed Design is consistent with the Reference Design and the Clarification Schedule; or
 - (ii) may request changes to the Detailed Design that the Council reasonably requires before the Council will give its approval in accordance with clause 3.3(e)(i),

within 10 Business Days of the Developer submitting the Detailed Design to the Council under clause 3.3(c)(ii).
- (e) The Council may only request changes under clause 3.3(c)(ii) to the Detailed Design if:
 - (i) and to the extent that, the Detailed Design is inconsistent with the Reference Design and the Clarification Schedule; or
 - (ii) the request is a Variation Request for which Council is liable for the cost of carrying out the variation in accordance with clause 3.7.
- (f) If the Council requests a change to the Detailed Design in accordance with clause 3.3(e)(i), the Developer must promptly make any changes to the Detailed Design so requested by Council before resubmitting the Detailed Design to Council for approval and these sub-clauses 3.3(c),(d),(e) and (f) apply again in respect of the re-submitted Detailed Design.
- (g) If the Council requests a change to the Detailed Design referred to in clause 3.3(e)(ii), the parties must comply with the process in clause 3.7(b) before the Developer re-submits the Detailed Design to Council for approval and sub-clauses 3.3(c),(d),(e) and (f) apply again in respect of the re-submitted Detailed Design.
- (h) The parties agree that to the extent of any inconsistency between the Reference Design and the Clarification Schedule, the Clarification Schedule prevails.
- (i) For the avoidance of doubt, where the Council is the consent authority for the Work, nothing in this clause 3.3 shall fetter the Council's discretion, as consent authority, in determining any Development Application for the Work.
- (j) The Parties may at any time and from time to time, enter into agreements relating to the subject-matter of this clause that are not inconsistent with this clause for the purpose of implementing the arrangements described in this clause.

3.4 Obtaining Approvals

- (a) This clause applies only to Development Deliverables referred to in item 1 in Schedule 1.
- (b) Subject to clause 3.4(c), the Developer must obtain all necessary Approvals required to carry out the Works in respect of Development Deliverable referred to in Item 1 of Schedule 1.
- (c) Following approval of the Detailed Design as referred to in clause 3.3(d)(i), Council must, at its cost:

- (i) provide written landowner's consent to the lodgement of any Development Application for the Work; and
- (ii) obtain written landowner's consent from any other third parties necessary for the lodgement of any Development Application for the Work,

within 10 Business Days of a request from the Developer.

3.5 Development Deliverable Item 1 of Schedule 1

- (a) This clause applies only to Development Deliverables referred to in item 1 in Schedule 1.
- (b) The parties acknowledge and agree that the Agreed Costing has been prepared based on the Reference Design and Clarification Schedule.
- (c) Subject to clause 3.7 and Council paying the Council's Contribution Value in accordance with clause 3.6, if the actual cost of delivering the Development Deliverable exceeds the Agreed Costing, the Developer is to bear the additional costs.

3.6 Council payments for Development Deliverable item 1 of Schedule 1

- (a) This clause applies only to Development Deliverables referred to in item 1 in Schedule 1.
- (b) For all items marked as provisional sums in the Agreed Costing, Council must pay to the Developer, and Council will be entitled to a credit for, the amounts by which the actual cost of supply, delivery and carrying out the works the subject of all such items, is greater than or less than the relevant provisional sum.

All such amounts payable by Council, and all such amounts to which Council shall be entitled to be credited for, under this clause 3.6(b) shall be either added to, or deducted from, Council's Contribution Value.

- (c) Upon the Independent Certifier certifying that Practical Completion has been achieved, the Developer must issue to the Council:
 - (i) a tax invoice for:
 - (A) an amount equal to Council's Contribution Value; and
 - (B) an amount equal to the aggregate of all Variation Request Costs, if Council has confirmed that it wishes to proceed with one or more Variation Requests in accordance with clause 3.7(b); and
 - (ii) any other supporting documents reasonably requested by Council to substantiate the amounts claimed by the Developer under clauses 3.6(c)(i).
- (d) Council must pay to the Developer the amount invoiced within 20 Business Days of receiving a tax invoice issued under clause 3.6(c)(i).

3.7 Variation Request

- (a) The Council may from time to time make written requests to the Developer to vary the Development Deliverables referred to in item 1 in Schedule 1. (**Variation Request**).

The parties agree that any directions made by the Council to carry out Works which are deemed to be variations or otherwise excluded from the Development

Deliverables as set out in the Clarification Schedule or the Reference Design are also Variation Requests and this clause 3.7 applies.

- (b) If the Council makes a Variation Request to the Developer:
 - (i) the Developer must, within 15 Business Days, provide Council with an estimate of the cost of carrying out the Variation Request and the impact of the Variation Request on the program for the Development Deliverable (**Variation Request Cost**);
 - (ii) Council must, within 10 Business Days of receiving the Variation Request Cost, confirm whether it wishes to proceed with the Variation Request; and
 - (iii) if Council confirms it wishes to proceed with the Variation Request, Council must pay to the Developer the Variation Request Cost in accordance with clause 3.6(c) and 3.6(d).
- (c) The Council's obligations in clause 3.7(b)(iii) applies:
 - (i) in addition to Council's obligation to pay Council's Contribution Value;
 - (ii) irrespective of whether Council has already paid Council's Contribution Value; and
 - (iii) irrespective of whether the Developer has paid its contribution towards the Development Deliverable in accordance with the terms of this Agreement.
- (d) The Council must not confirm it wishes to proceed with a Variation Request under clause 3.7(b)(ii) if the Variation Request would result in delays in the Developer achieving Practical Completion or obtaining an Occupation Certificate for the Development (or other similar or equivalent certificate or authority relevant to a Crown Development Application, if applicable) unless the Developer agrees in its sole and unfettered discretion.

3.8 Development Contribution for Development Contribution item 2

- (a) This clause applies only to Development Contribution referred to in item 2 in Schedule 1.
- (b) If the Stormwater Infrastructure Upgrade Works are not completed by 30 June 2022, the Developer's obligations to pay this Development Contribution is delayed until 5 business days after the date the Developer is notified by Council that the Stormwater Infrastructure Upgrade Works are in fact completed. .

3.9 Car parking contribution to be indexed

- (a) This clause applies only to Development Contribution Item 3 in Schedule 1.
- (b) The monetary amount set out in Column 5 of the Table in respect of Development Contribution Item 3 in Schedule 1 is to be indexed in accordance with this clause and, despite Schedule 1, the relevant Contribution Value payable in respect of Development Contribution Item 3 in Schedule 1 at a given point in time is the indexed amount.
- (c) The indexed amount of the Contribution Value at a given point in time is determined by the following formula:

Indexed monetary amount

$$\text{\$Vp} = \frac{\text{\$V(pa)} \times \text{I(p)}}{\text{I(SSDA)}}$$

Where:

\$Vp is the indexed monetary amount.

\$V(pa) is the relevant monetary amount shown in the Table for Item 3 in Schedule 1.

I(p) is the last published CPI Index at the time the indexed monetary amount is calculated.

I(SSDA) is the last published CPI Index at the time the SSDA is approved.

3.10 Delay in Council Approvals

- (a) This clause 3.10 applies where the Council:
- (i) is required to provide an approval or response under clause 3 within a specified timeframe;
 - (ii) determines, acting reasonably, that it will be unable to comply with the timeframe; and
 - (iii) requests, within 3 business days of the date that the relevant timeframe commences, the Developer allow Council a specified longer timeframe than is otherwise allowed with reasons why the request is considered reasonable.
- (b) Where this clause 3.10 applies, the Developer must, acting reasonably, either:
- (i) approve Council's request;
 - (ii) refuse the request with reasons why the Developer considers Council's request to be unreasonable; or
 - (iii) approve a shorter timeframe than that requested with reasons for why the shorter timeframe is considered reasonable.
- (c) Without limiting the foregoing, it will be reasonable for the Council to seek an extension of time where the requisite approval or response requires a resolution of Council to be granted or given.

4. Making of a monetary Development Contribution

A monetary Development Contribution is taken to have been paid by the Developer when the Council receives the full amount of the contribution payable:

- (a) in cash; or
- (b) by an unendorsed bank cheque; or
- (c) by a deposit, by means of electronic funds transfer, of cleared funds into a bank account nominated by the Council.

5. Carrying out of Work

5.1 Manner of the carrying out of Work

Without limiting any other provision of this Agreement, any Work that is required to be carried out by the Developer under this Agreement is to be carried out and completed in accordance with the Detailed Design, any relevant Approval and any other applicable law.

5.2 Access to land by Developer

- (a) The Council:
 - (i) authorises the Developer to enter, occupy and use any land owned or occupied by the Council that is reasonably necessary for the purposes of carrying out any Work;
 - (ii) must ensure that the Developer has free unimpeded access to any other land owned by third parties required to carry out any Work, including obtaining any landowner's consent to accessing the land and carrying out of any Work; and
 - (iii) is responsible for any costs arising out of or in connection with complying with its obligations in this clause 5.2.
- (b) The Developer must give the Council 15 business days prior written notice before it enters land under this clause 5.2.
- (c) Nothing in this Agreement creates or gives the Developer any estate or interest in any part of the land referred to in clause 5.2(a).

5.3 Access to land by Council

- (a) The Council may enter any land on which Work is being carried out by the Developer under this Agreement in order to inspect, examine or test the Work, or to remedy any breach by the Developer of its obligations under this Agreement relating to the Work.
- (b) The Council must
 - (i) give the Developer 5 days prior written notice before it enters land under this clause 5.3; and
 - (ii) comply with any reasonable directions given by the Developer in relation to accessing any land under this clause 5.3, including undertaking site induction or comply with health and safety requirements.

5.4 Council's obligations relating to Work

Without limiting Council's obligations in clause 5.2, the Council must

- (a) not unreasonably delay, hinder or otherwise interfere with the performance by the Developer of its obligations under this Agreement; and
- (b) use its reasonable endeavours to ensure third parties unrelated to the Developer and whose behaviour the Council has the lawful ability to control, do not unreasonably delay, hinder or otherwise interfere with the performance of those obligations.

5.5 Protection of people, property and utilities

- (a) The Developer must, in performing its obligations under this Agreement, as far as is reasonably practicable:
 - (i) take all necessary measures to protect people and property;
 - (ii) avoid, on public roads, unnecessary interference with the passage of people and vehicles; and
 - (iii) prevent private or public nuisances (including noise and disturbances of an unreasonable nature).
- (b) Without limiting clause 5.5(a), the Developer must not obstruct, interfere with, impair or damage any:
 - (i) public road, public footpath, public cycleway or other public thoroughfare; or
 - (ii) any publicly-owned pipe, conduit, drain, watercourse or other such utility or service on any land,

except as authorised in writing by the Council or any relevant Authority or where it is necessary to do so in order to perform its obligations under this Agreement or to comply with an Approval.

5.6 Repair of damage

- (a) The Developer is to Maintain any Work required to be carried out by the Developer under this Agreement until the Work is completed for the purposes of this Agreement or such later time as agreed between the parties.
- (b) The Developer is to carry out its obligation under clause 5.6(a) at its own cost.

5.7 Practical Completion of Work

- (a) The Developer is to give the Council and the Independent Certifier written notice of the Developer's estimated date of Practical Completion within 5 Business Days before that date.
- (b) Within 5 Business Days after the Developer gives notice under clause 5.7(a), the Independent Certifier will inspect the Work for the purposes of determining whether Practical Completion has been reached.
- (c) Following the inspection, the Independent Certifier must either:
 - (i) Issue a Certificate of Practical Completion; or
 - (ii) prepare and issue a list of additional work required in order for Practical Completion to be achieved.
- (d) The Date of Practical Completion is the date that the Independent Certifier certifies that Practical Completion has been achieved
- (e) If the Independent Certifier does not certify that Practical Completion has occurred in accordance with clause 5.7(c)(i), the Developer will:
 - (i) undertake any additional work required in order to achieve Practical Completion, including any works identified by the Independent Certifier under clause 5.7(c)(ii);

- (ii) serve a written notice on the Independent Certifier and the Council once such works have been completed; and
 - (iii) request that the Independent Certifier inspect the works in accordance with clause 5.7(b).
- (f) The process in this clause 5.7 will be repeated until the Independent Certifier certifies Practical Completion in accordance with clause 5.7(d).

5.8 Defect rectification

- (a) The Council may, acting reasonably, give the Developer a Rectification Notice during the Defects Liability Period.
- (b) The Developer, at its own cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council.
- (c) The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice that has been given to it under clause 5.8(a), including arranging access where required.

5.9 Works-as-executed-plan

- (a) No later than 60 days after receipt of the Certificate of Practical Completion, the Developer is to submit to the Council a full works-as-executed-plan in respect of the Work, such plan to be provided both in physical form and electronically in .DWG format or such other format as Council agrees to.
- (b) The Developer, to the extent permissible under law, grants the Council a non-exclusive, irrevocable licence to use the Intellectual Property Rights in the plans provided in clause 5.9(a) for the purposes of this Agreement.

5.10 Equipment removal

When Work on any Council owned or controlled land is completed for the purposes of this Agreement, the Developer, without unreasonable delay, is to:

- (a) remove any Equipment from land and make good any damage or disturbance to the land as a result of that removal; and
- (b) leave the land in a neat and tidy state, clean and free of rubbish.

5.11 Insurance

- (a) Prior to commencing the construction of any Work (required under this Agreement), the Developer must take out, or procure that its subcontractor take out and keep current the following insurances in relation to the relevant Work up until the Date of Practical Completion:
 - (i) contract works insurance, noting the Council as an interested party, for the full replacement value of the Work (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 Works;
 - (ii) public liability insurance for at least \$20,000,000 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party;
 - (iii) workers compensation insurance as required by law; and

- (iv) any other insurance required by law.
- (b) If the Developer does not comply with clause 5.11(a), 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 a debt due in a court of competent jurisdiction.
- (c) The Developer is not to commence the construction of any Work (required under this Agreement) unless it has first provided to the Council copies of the certificates of currency for the insurances specified in clause 5.11(a).
- (d) The Developer is to provide to Council, upon its reasonable request, evidence that any insurances effected pursuant to this clause 6.11 are current and in effect.

5.12 Maintenance Obligations following completion

Without limiting the Developer's obligations in clause 5.8, the Developer is to Maintain the trees planted under Development Deliverable referred to in item 1 of Schedule 1 during the Maintenance Period.

5.13 Delay

- (a) Notwithstanding any other provision of this Agreement, if the Developer forms the view at any time that it is or is likely to be unable to comply with the timing for completion of the Development Deliverables as detailed in Column 4 of Schedule 1 because:
 - (i) works or other obligations first need to be performed by Council or third parties in order to enable the Developer to carry out and complete that relevant Development Deliverable and the Council or a third party has not performed those works or services by a time or to a standard sufficient to enable the Developer to carry out and complete that relevant Development Deliverable by the timeframe specified in Column 4 of Schedule 1; or
 - (ii) the Developer is otherwise delayed in completing the Development Deliverables due to a cause beyond its reasonable control, including any delays in receiving the necessary Approvals,

then the Developer must provide written notice to the Council to that effect as soon as reasonably practicable.
- (b) The notice referred to in clause 5.13(a)(i) must:
 - (i) identify the reasons for the deferral request; and the relevant part of the Work that is proposed to be deferred, and
 - (ii) provide for Council's approval, a revised date for achieving Practical Completion.
- (c) Council must approve, or not approve the Developer's proposed revised date for achieving Practical Completion within 10 Business Days of the notice provided in clause 5.13(a). The Council must act reasonably in assessing the Developer's proposed revised date for achieving Practical Completion
- (d) If the Council does not approve the Developer's proposed revised date for achieving Practical Completion, the Council and the Developer must negotiate in good faith acting reasonably and agree on a revised date for achieving Practical Completion.

- (e) The date for achieving Practical Completion under this Agreement will be taken to be the revised date approved by the Council under clause 5.13(c) or as agreed between the parties under clause 5.13(d).
- (f) If the Developer complies with this clause 5.13, then it will not be considered to be in breach of this Agreement as a result of a failure to achieve Practical Completion by the date required under this Agreement.
- (g) The Developer may provide the notice referred to in clause 5.13(a) more than once.

6. Registration

6.1 Parties' agreement to registration

The parties agree to the registration of this Agreement under section 7.6 of the Act in relation to the Land.

6.2 Registration of this Agreement

- (a) Upon the commencement of this Agreement the Developer is to deliver to the Council in registrable form:
 - (i) an instrument requesting registration of this Agreement on the title to the Land duly executed by the Developer, and
 - (ii) the written irrevocable consent of each person referred to in section 7.6(1) of the Act to that registration.
- (b) The Developer is to do such other things as are reasonably necessary to enable registration of this Agreement to occur.
- (c) The Developer must give the Council a copy of the relevant folio of the Register and a copy of the registered dealing within 21 Business Days of registration of this Agreement.

6.3 Release and discharge of this Agreement

The parties agree to do all things reasonably required by the other party to promptly remove any notation relating to this Agreement from the title to all parts of the Land, upon this Agreement being terminated.

7. Security

7.1 Provision of Security

- (a) This clause 7 only applies to Development Contributions referred to in items 1 and 2 of Schedule 1.
- (b) The Developer must, prior to the receipt of the first Crown Building Certificate or Construction Certificate (as applicable) under the SSDA, provide Security to the Council:
 - i. for an amount equal to 5% of the Contribution Value of the Development Contribution referred to in item 1 of Schedule 1

- ii. for an amount equal to the Contribution Value of Development Contribution referred to in item 2 of Schedule 1.

7.2 Recourse

- (a) The purpose of this clause 7.2 is to allocate the risk pending determination of any disputed entitlement and therefore, except as provided in clause 7.2, nothing in this clause 7.2 confers a substantive right on the Council to avoid returning the Security (or the value of Security) it is not otherwise entitled to:
 - (i) if the Council's entitlement is disputed by the Developer, once the dispute has been conclusively determined; or
 - (ii) in any case, if the Council's asserted entitlement (together with any costs, expenses or interest on such entitlement) is less than the value of the Security called-up.
- (b) Any Security provided under this Agreement may only be called-up by the Council where either:
 - (i) the Developer has not made the relevant Development Contribution at the time required under clause 3.1(a); or
 - (ii) in the Council's opinion, the Developer has otherwise breached its obligations under this Agreement in relation to the Development Contribution referred to in either item 1 or 2 of Schedule 1.
- (c) If the Council calls-up the Security or any portion of it, it may, by written notice to the Developer, require the Developer to provide a further or replacement Security to ensure that the amount of Security held by the Council equals the amount it is entitled to hold under this Agreement.

7.3 Reduction and release

- (a) The Council's entitlement to Security in relation to the Development Contribution referred to in item 2 of Schedule 1 under this clause 7.3 ceases immediately upon after the earlier of:
 - (i) the payment of the Development Contribution referred to in item 2 of Schedule 1; and
 - (ii) 30 June 2022 (or such later date as agreed between the parties), if the Stormwater Infrastructure Upgrade Works have not been completed by the Council by this date.
- (b) The Council's entitlement to Security in relation to the Development Contribution referred to in item 1 of Schedule 1 ceases:
 - i. as to 2.5% of the Development Contribution referred to in item 1 of Schedule 1 on Practical Completion of the Public Domain Works referred to in item I of Schedule 1; and
 - ii. as to the 2.5% of the Development Contribution referred to in item 1 of Schedule 1 on at the end of the Defects Liability period relevant to the Public Domain Works referred to in item I of Schedule 1.
- (c) Upon the Council's entitlement to a Security ceasing (under 7.3(a)) the Council must release and return the Security to the Developer within 7 days.

8. Completion of obligations

8.1 Termination of this Agreement

A Party may terminate this Agreement by giving written notice to the Other Parties but only after the expiry of the Defects Liability Period under this Agreement.

8.2 Consequences of the termination of this Agreement

- (a) If this Agreement is terminated under clause 8.1:
 - (i) the parties are released and discharged from their obligations under this Agreement;
 - (ii) the Council must release and return any Security provided by the Developer under this Agreement within 5 Business Days of the written notice provided under clause 8.1, if it has not yet complied with its obligation under clause 7.3(c); and
 - (iii) Council must, at its cost, do all things reasonably required to have the Registrar General remove this Agreement from the relevant folios of the Register upon which it is still registered.
- (b) 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 Agreement for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

9. Breach of obligations

9.1 Breach notice

If the Council reasonably considers that the Developer is in breach of any obligation under this Agreement, it may give a written notice (**Breach Notice**) to the Developer:

- (a) specifying the nature and extent of the breach;
- (b) requiring the Developer to either:
 - (i) Rectify the breach if the Developer reasonably considers it is capable of rectification; or
 - (ii) if the Developer reasonably considers the breach is not capable of rectification, pay a reasonable amount in compensation to the Council in lieu of Rectifying the breach,

specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.

If the Developer:

- (c) does not comply with a Breach Notice relating to the carrying out of Work under this Agreement; and
- (d) has no reasonable excuse for its non-compliance,

the Council may step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Developer and any Equipment on such land for that purpose.

9.2 Costs of remedying a breach

- (a) Any reasonable costs incurred by the Council in remedying a breach in accordance with clause 9.1 may be recovered by the Council as a debt due in a court of competent jurisdiction.
- (b) For the purpose of this clause 9.2, the Council's costs of remedying a breach the subject of a Breach Notice include, but are not limited to:
 - (i) the costs of the Council's external third party contractors reasonably incurred for that purpose;
 - (ii) all fees and charges reasonably incurred by the Council in remedying the breach; and
 - (iii) all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- (c) Nothing in this clause 9 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Agreement by the Developer, including but not limited to seeking relief in an appropriate court.

10. Dispute resolution

10.1 Determination of disputes

If there is any dispute, difference of opinion or failure to agree relating to or arising from this document (**Dispute**) that dispute must be referred for determination under this clause 10.

10.2 No legal proceedings

- (a) The parties must not bring or maintain any action on any Dispute until it has been referred and determined as provided in this clause 10.
- (b) Clause 10.2(a) does not prevent:
 - (i) class 1 proceedings (as set out in section 17 of the *Land and Environment Court Act 1979*) being commenced, maintained and concluded; or
 - (ii) urgent injunctive or declaratory relief to keep a particular position.

10.3 Notice of disputes

A party referring a Dispute for determination must do so by written notice to the other parties (**Dispute Notice**) which must specify the nature of the Dispute and a nominated officer of the referring party with sufficient authority to determine the Dispute under clause 10.4(a).

10.4 Negotiated resolution and selection of expert

- (a) On service of the Dispute Notice, the receiving parties must refer the Dispute to an officer with sufficient authority to determine the Dispute. The nominated officers of each party must meet at least once and use reasonable endeavours to resolve the

Dispute by negotiation within seven days of service of the Dispute Notice. Any resolution must be recorded in writing and signed by each nominated officer.

- (b) If the nominated officers are unable to resolve the Dispute within seven days of service of the Dispute Notice they must endeavour to resolve the Dispute by expert determination or mediation in accordance with this clause 10.
- (c) Clauses 10.5 - 10.8 apply to a Dispute concerning a matter arising in connection with this Agreement that can be determined by an appropriately qualified expert if:
 - (i) the parties to the Dispute agree that it can be so determined, or
 - (ii) the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- (d) Clause 10.9 applies to all other Disputes in connection with this Agreement.

10.5 Appointment of Expert

- (a) Within seven days of the parties agreeing that the Dispute can be determined by an appropriately qualified expert, or receiving a written opinion under clause 10.4(c)(ii) that the Dispute can be determined by an expert, the parties are to endeavour to appoint an expert by agreement. That appointment must be recorded in writing and signed by each nominated officer.
- (b) If the nominated officers do not record the appointment of an expert within that seven day period, the expert must be appointed, at the request of any party, by the President for the time being (or if none, the senior elected member) of the Law Society of New South Wales.

10.6 Assistance to the Expert

- (a) Once the Expert has been appointed (**the Expert**), the parties must:
 - (i) each use their best endeavours to make available to the Expert, all information the Expert requires to settle or determine the Dispute; and
 - (ii) ensure that their employees, agents or consultants are available to appear at any hearing or enquiry called by the Expert.
- (b) The parties may give written submissions to the Expert but must provide copies to the other parties at the same time.

10.7 Expert's decision

- (a) The decision of the Expert must:
 - (i) be in writing and give reasons; and
 - (ii) be made and delivered to the parties within one month from the date of submission of the dispute to the Expert or the date of completion of the last hearing or enquiry called by the Expert, if later.
- (b) The Expert may conduct the determination of the Dispute in any way it considers appropriate but the Expert may, at its discretion, have regard to the Australian Commercial Disputes Centre's guidelines for expert determination of disputes or such other guidelines as it considers appropriate.

- (c) The Expert's decision is final and binding on the parties.
- (d) The Expert must act as an expert and not as an arbitrator.

10.8 Expert's costs

- (a) Each Party is to bear its own costs arising from or in connection with the appointment of the Expert and the expert determination.
- (b) The Parties are to share equally the costs of the President, the Expert, and the expert determination.

10.9 Mediation of Disputes

- (a) If this clause 10.9 applies, the 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 for the time being (or if none, the senior elected member) of the Law Society of New South Wales to select a mediator.
- (b) 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 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.
- (c) Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- (d) The Parties are to share equally the costs of the President, the mediator, and the mediation.

10.10 Continual performance

Each party must continue to perform its obligations under this document while any dispute is being determined under this clause 10.

11. General provisions

11.1 GST

- (a) If GST is payable by a supplier (or by the representative member for a GST group of which the supplier is a member) on any supply made under or in relation to this document, the recipient must pay to the supplier an amount (**GST Amount**) equal to the GST payable on the supply. The GST Amount is payable by the recipient in addition to and at the same time as the net consideration for the supply.
- (b) If a party is required to make any payment or reimbursement, that payment or reimbursement must be reduced by the amount of any input tax credits or reduced input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled for any acquisition relating to that payment or reimbursement.
- (c) This clause 11.1 is subject to any other specific agreement regarding the payment of GST on supplies.

11.2 Duties

The party at law liable to pay stamp duty, must promptly, within the initial applicable period prescribed by law, pay any duty payable in relation to the execution, performance and

registration of this document, or any agreement or document executed or effected under this document.

11.3 Transfer, assignment and novation

- (a) The Council must not transfer any right or liability under this document without the prior consent of the Developer.
- (b) Subject to clause 11.3(c), the Developer must not assign or novate to any person its rights and obligations under this Agreement without the consent of the Council.
- (c) The Council must give consent under clause 11.3(b) if:
 - (i) the Developer has, at no cost to the Council, procured the execution by the person to whom the rights and obligations under this Agreement are to be assigned or novated, of a deed of novation on reasonable terms; and
 - (ii) reasonable evidence has been produced to show that the assignee or novatee is reasonably capable of performing its obligations under this Agreement; and
 - (iii) the Developer is not otherwise in material breach of this Agreement.
- (d) The Council, on giving consent under clause 11.3(c), must enter into the deed of novation referred to in clause 11.3(c)(i).

11.4 Notices

- (a) Any notice to or by a party under this document must be in writing and signed by the sender or, if a corporate party or Council, an authorised officer of the sender.
- (b) Any notice may be served by delivery in person or by post to the address or number of the recipient specified in this provision or most recently notified by the recipient to the sender.

Addresses for notices:

The Council

Canterbury Bankstown Council
66-72 Rickard Road, Bankstown NSW 2200
Attention: General Manager

The Developer

Walker Bankstown Developments Pty Ltd
Level 21, Governor Macquarie Tower,
1 Farrer Place Sydney NSW 2000
Attention: David Gallant, Chief Operating Officer

- (c) Any notice is effective for the purposes of this document upon delivery to the recipient in person or otherwise at 9.00am on the fourth day following delivery by post.

11.5 Governing law and jurisdiction

- (a) This document is governed by and construed under the law in the State of New South Wales.

- (b) Any legal action in relation to this document against any party or its property may be brought in any court of competent jurisdiction in the State of New South Wales.
- (c) Each party by execution of this document irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

11.6 Amendments

This Agreement may be amended or revoked by further agreement in writing signed by the parties (including by means of a further planning agreement).

11.7 Third parties

This document confers rights only upon a person expressed to be a party, and not upon any other person.

11.8 Pre-contractual negotiation

This document:

- (a) expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement; and
- (b) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to that subject matter or any term of that agreement.

11.9 Further assurance

Each party must execute any document and perform any action necessary to give full effect to this document, whether before or after performance of this document.

11.10 Continuing performance

- (a) The provisions of this document do not merge with any action performed or document executed by any party for the purposes of performance of this document.
- (b) Any representation in this document survives the execution of any document for the purposes of, and continues after, performance of this document.
- (c) Any indemnity agreed by any party under this document:
 - (i) constitutes a liability of that party separate and independent from any other liability of that party under this document or any other agreement; and
 - (ii) survives and continues after performance of this document.

11.11 Waivers

- (a) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- (b) A waiver by a Party is only effective if it:
 - (i) is in writing,

- (ii) is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
- (iii) specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
- (iv) is signed and dated by the Party giving the waiver.
- (c) Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- (d) 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.
- (e) For the purposes of this Agreement, 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.

11.12 Remedies

The rights of a party under this document are cumulative and not exclusive of any rights provided by law.

11.13 Severability

Any provision of this document which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this document or the validity of that provision in any other jurisdiction.

11.14 Counterparts

This document may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

11.15 Party acting as trustee

- (a) If a party enters into this document as trustee of a trust, that party and its successors as trustee of the trust will be liable under this document in its own right and as trustee of the trust. Nothing releases the party from any liability in its personal capacity. The party warrants that at the date of this document:
 - (i) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the party as trustee and have not been varied or revoked and the trust is a valid and subsisting trust;
 - (ii) the party is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this document on behalf of the trust and that this document is being executed and entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust; and
 - (iii) no restriction on the party's right of indemnity out of, or lien over, the trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets; and

- (iv) nothing in the deed establishing the trust limits the trustee's ability to perform its obligations under this Agreement or the trustee's liability under this Agreement.

11.16 Validity of this Agreement

- (a) No party is to commence or maintain, or cause to be commenced or maintained, any proceedings in the Land and Environment Court concerning:
 - (i) the validity of this Agreement; or
 - (ii) the granting or modifying of any Development Consent to the extent that the Development Consent was granted or modified having regard to the existence of this Agreement.
- (b) If this Agreement or any part of it becomes 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 Agreement is entered into.

12. Definitions and interpretation

12.1 Definitions

In this document unless the context otherwise requires:

Act means the *Environmental Planning and Assessment Act 1979*;

Agreed Costing means the total delivery cost of completing the Development Deliverable in Item 1 of Schedule 1 as detailed in Schedule 5 of this Agreement and as agreed between Council and the Developer;

Agreement or this document means this deed and includes any schedules, annexures and appendices to this deed;

Applicant means Western Sydney University ABN 53 014 069 881 of Locked Bag 1797, Penrith NSW 2651;

Approval includes approval, consent, licence, permission or the like;

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 *Local Government Act 1993*, or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales;

Certificate of Practical Completion means a certificate issued by the Independent Certifier under clause 5.7(c).

Claims includes actions, proceedings, suits, causes of action, arbitration, verdicts and judgments either at law or in equity or arising under a statute, debts, dues, demands, claims of any nature, costs and expenses;

Clarification Schedule means the clarification and exclusion schedule at Schedule 4 of this Agreement;

Consent Authority has the same meaning as in the Act;

Construction Certificate has the same meaning as in the Act;

Contribution Item means each item of Development Contribution or Development Deliverable specified in Column 1 of the Table;

Contribution Value means, for each Contribution Item, the corresponding amount specified in Column 5 of the Table;

Council's Contribution Value means the amount of \$1,500,000 after taking into account all amounts payable, or credits allowed, under clause 3.6(b), being Council's monetary contribution towards the Development Deliverable referred to in item 1 in Schedule 1, or another amount as agreed between the parties from time to time;

CPI Index means the Consumer Price Index published by the Commonwealth Statistician for ALL GROUPS for Sydney, or if that index no longer exists, any similar index which the parties reasonably agree.

Crown Building Certificate means a certification issued under section 6.28 of the Act in relation to Crown building work (as defined under the Act);

Crown Development Application has the meaning given to the term under the Act.

Date of Practical Completion means the date on which Practical Completion is achieved as set out in the Certificate of Practical Completion.

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 the period of 12 months commencing on the Date of Practical Completion;

Detailed Design has the meaning given to that term in clause 3.3.

Development means the development of the Land for university purposes as approved by a Development Consent granted to the SSDA;

Development Application has the same meaning as in the Act;

Development Consent has the same meaning as in the Act;

Development Contribution means a monetary contribution provided for in this Agreement and described in the Table;

Development Deliverable means the provision of a material public benefit including (but not limited to) a Work provided for in this Agreement and as described in the Table;

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 Agreement;

GST has the meaning given by section 195-1 of the *A New Tax System (Goods and Services Tax) Act (1999)* (Cth);

Independent Certifier means WTP Australia Pty Ltd (or another certifier nominated by the parties from time to time) engaged by the Council, the Developer and the Applicant under the Independent Certifier's Deed dated [X] (as amended from time to time);

Intellectual Property Rights means:

- a) **designs, trade marks and service marks (whether registered or unregistered) and any applications for, or rights to apply for, registration of any patent, design, trade mark or service mark;**
- b) copyright including copyright in software, websites, databases and advertising and other promotional material;
- c) all rights to have information (including trade secrets, know-how, operating procedures and technical information) kept confidential; and
- d) all other rights or protection's having similar effect anywhere in the world.

Land means Lot 15 DP1256167 as shown in Sheet 1 of Schedule 2;

Maintain, in relation to a Work, means keep in a good state of repair and working order, and includes repair of any damage to the Work;

Maintenance Period in relation to a Work means a period of 12 months commencing on the Date of Practical Completion;

Practical Completion means in respect of Development Deliverable referred to in Item 1 in Schedule 1, the stage in the execution of the Works when:

- (a) the Works have been completed or installed in accordance with:
 - (i) the Detailed Design;
 - (ii) the Approvals; and
 - (iii) the requirements of all relevant Authorities,except for minor omissions and minor defects:
 - (iv) which will not prevent or adversely affect the use of the public domain for their stated purpose;
 - (v) which the Independent Certifier determines there are reasonable grounds for not rectifying prior to Practical Completion; and
 - (vi) the rectification of which will not, in the opinion of the Independent Certifier, prejudice the use of the relevant Works;
- (b) all Services have been installed and are in proper working condition and order;
- (c) all the equipment, machinery, plant, vehicles and other things required or used to perform the Works have been removed from the land on which the Works have been carried out, except as required for the completion of the Works; and
- (d) all debris, rubbish, building materials, hoardings and barricades have been removed from the land on which the Works have been carried out.

Real Property Act means the *Real Property Act 1900*;

Rectification Notice means a notice in writing:

- (a) identifying the nature and extent of a Defect;

- (b) specifying the Works or actions that are required to Rectify the Defect;
- (c) specifying the date by which or the period within which the Defect is to be rectified.

Rectify means rectify, remedy or correct;

Reference Design means the preliminary design of Development Deliverable referred to in Item 1 of Schedule 1 to be delivered in the blue area marked 2 on page 5 (Item 1.2 Scope of Works and Boundaries) of the Reference Design;

Registration on Title means the registration of this Agreement under section 7.6 of the Act in the folio of the Register kept under the Real Property Act in relation to the Land, and **Registered on Title** refers to the state of the Agreement being so registered;

Regulation means the *Environmental Planning and Assessment Regulation 2000*;

Security means an irrevocable and unconditional undertaking by an Australian bank or an insurer to pay money subject to prudential supervision by the Australian Prudential Regulatory Authority and otherwise on terms acceptable to Council (acting reasonably).

Standard Instrument means the standard instrument for a principal local environmental plan set out in the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Agreement;

Stormwater Infrastructure Upgrade Works means the stormwater infrastructure upgrade works to be undertaken by Council as set out in Sheet 2 of Schedule 2 or as amended by Council from time to time;

SSDA means State Significant Development Application No. SSDA 18-9831 (as modified from time to time).

Subdivision Certificate has the same meaning as in the Act;

Table means the table set out in Schedule 1;

Variation Request has the meaning given to the term in clause 3.7;

Work means:

- (a) when a reference to an object, the physical result of any building, engineering or construction work in, on, over or under land; and
- (b) when a reference to activity, activity directed to produce the physical result of any building, engineering or construction work in, on, over or under land.

12.2 Interpretation

- (a) In this document unless the context otherwise requires:
 - (i) clause and subclause headings are for reference purposes only;
 - (ii) the singular includes the plural and vice versa;
 - (iii) words denoting any gender include all genders;
 - (iv) reference to a person includes any other entity recognised by law and vice versa;

- (v) a reference to a party means a party to this Agreement, including their employees, agents, contractors, successors and assigns and a person bound by the Agreement under section 7.6(3) of the Act;
 - (vi) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
 - (vii) any reference to any agreement or document includes that agreement or document as amended at any time;
 - (viii) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
 - (ix) the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;
 - (x) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
 - (xi) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
 - (xii) any ambiguities in the interpretation of this Agreement shall not be construed against the drafting party.
 - (xiii) reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document;
 - (xiv) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;
 - (xv) when a thing is required to be done or money required to be paid under this document on a day which is not a Business Day, the thing must be done and the money paid on the immediately following Business Day;
 - (xvi) reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated; and
 - (xvii) reference in this Agreement to a \$ value relating to a Development Contribution or Development Deliverable is a reference to the value exclusive of GST.
- (b) Nothing in this Agreement is to be taken to require the Council to do anything that would cause it to be in breach of any of its statutory obligations.
- (c) Nothing in this Agreement, including the Stage 1 Development Application Plan, requires the Developer to produce any or a particular number of Final Lots, or produce the Final Lots (or a subdivision stage) in any particular order.

12.3 No joint venture, etc

Unless otherwise stated:

- (a) nothing in this Agreement 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.

12.4 Explanatory Note

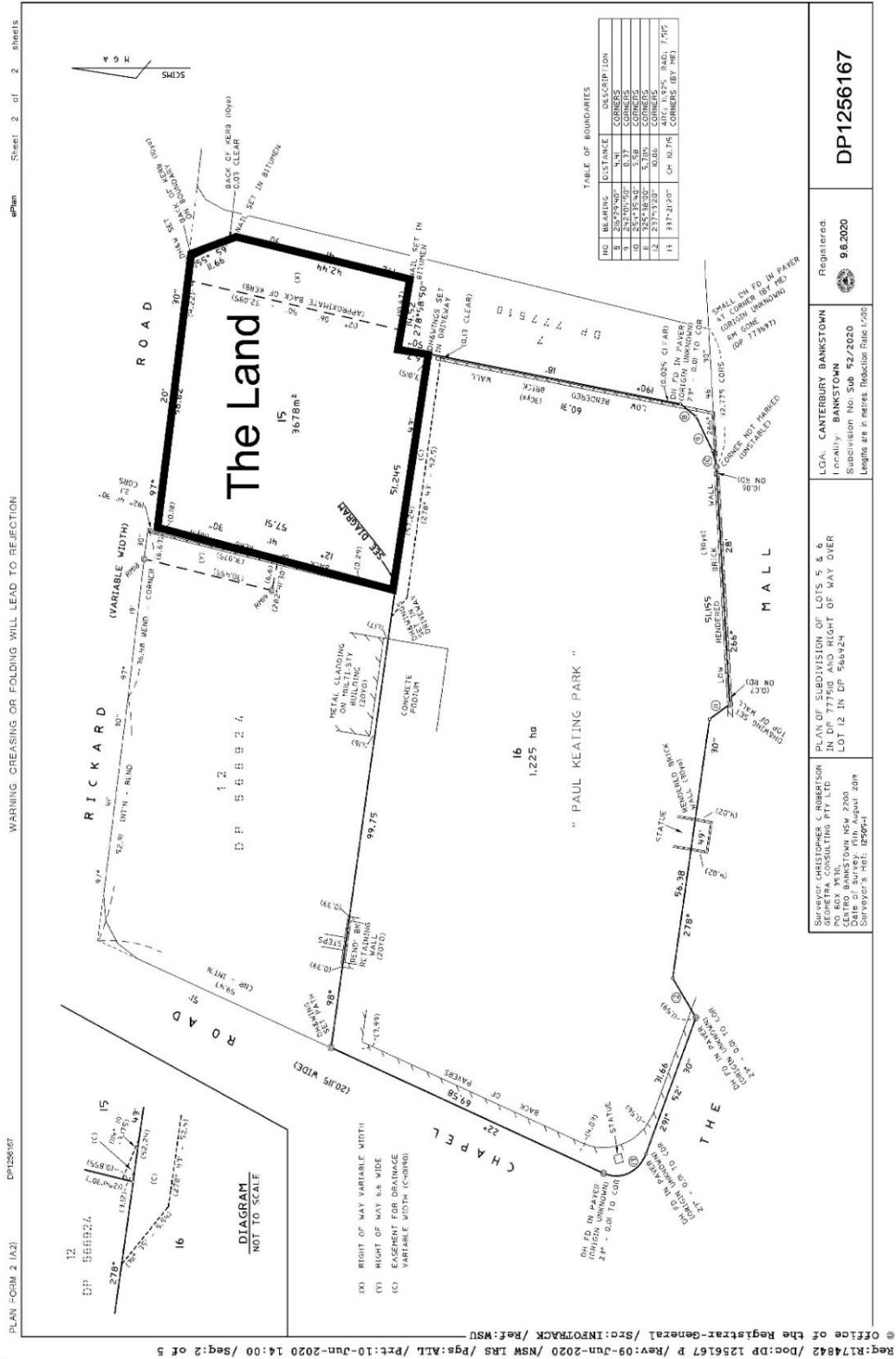
In accordance with clause 25E(7) of the *Environmental Planning and Assessment Regulation 2000* the explanatory note must not be used to assist in construing this Agreement.

Schedule 1 – Development Contributions and Development Deliverable

Column 1	Column 2	Column 3	Column 4	Column 5
Item	Public Purpose	Description	Timing	Contribution Value
Development Deliverable				
1 Public domain works	Public domain infrastructure	The Developer to design, manage and deliver the public domain works for the land as set out in the Reference Design and Clarification Schedule and the area numbered 2 in section 1.2 of the Reference Design (as further set out in the Detailed Design).	Practical Completion to be achieved by practical completion of the Development as certified by the Independent Certifier.	\$2,600,000
Development Contribution				
2 Flood works mitigation	Stormwater infrastructure	Cash contribution towards Council's Stormwater Infrastructure Upgrade Works.	Following completion of the Stormwater Infrastructure Upgrade Works by Council, which must be completed by 30 June 2022	\$2,000,000
3 Car parking contribution	50 car parking spaces at a rate of \$35,948.36 per car parking spaces	Transport	Prior to the issue of an Occupation Certificate (or other equivalent or similar certificate or authority relevant to a Crown Development Application, if applicable) in respect of the Development (a)	\$1,797,418.00

Schedule 2 – Plans

Sheet 1: Land



Sheet 2: Stormwater Infrastructure Upgrade Works

Refer to [link](#) [To be updated to reflect most recent plan]

Schedule 3 – Reference Design

Refer to [link](#)

Schedule 4 – Clarification Schedule

Refer to [link](#)

Schedule 5 – Agreed Costing

DEVELOPMENT DELIVERABLE ITEM 1 OF SCHEDULE 1 – DELIVERY COSTS		
Reference	Description of Works	Fixed Cost
1.0	Demolition	\$ 350,571
2.0	Earthworks	\$ 27,988
3.0	Hard Landscaping	\$ 1,553,343
4.0	Soft Landscaping	\$ 326,554
5.0	Irrigation	\$ 39,183
6.0	Traffic Signage	\$ 4,758
7.0	Stormwater Services	\$ 70,529
8.0	Sewer Services	\$ 17,632
9.0	Water Services	\$ 8,228
10.0	Electrical Services	\$ 398,300
11.0	Temporary Services	\$ 16,793
12.0	Traffic and Pedestrian Management	\$ 44,780
13.0	Preliminaries and Contractor Overheads / Margins	\$ 514,559
14.0	Design and Documentation Fees	\$ 426,782
	Final Offer Submission	\$3,800,000
Provisional Sums (See note)		
Reference	Description of Works	Provisional Sum
15.0	Fixed Furniture	\$ 200,000
16.0	Street Furniture	\$ 50,000
17.0	Signage and Wayfinding	\$ 50,000
	Provisional Sum Total	\$ 300,000
Agreed Costing		\$ 4,100,000

Note:

Refer to the Clarification Schedule and Reference Design on allocation of these Provisions Sums between the parties.

Executed as a deed.

Executed on behalf of **Canterbury Bankstown Council** by its duly authorised delegate pursuant to delegation granted by resolution passed at a duly convened meeting held on
in the presence of:

Witness

Delegated Person

Print name

Print name

Print address

Executed on behalf of **Walker Bankstown Developments Pty Ltd** ACN 637 747 061 in accordance with s127(1) of the *Corporations Act 2001* (Cth) by:

Secretary/Director

Director

Print name

Print name