

Planning Agreement

Environmental Planning and Assessment Act 1979

South Tralee

South Jerrabomberra URA

Replacement Planning Agreement

Minister for Planning and Public Spaces (ABN 20 770 707 468)

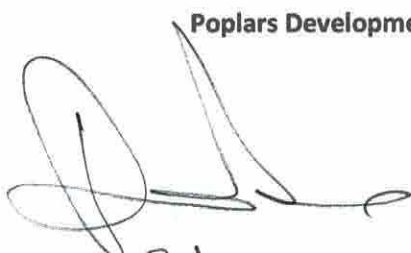
The Village Building Co. Limited (ACN 056 509 025) in its capacity as trustee
for Canberra Estates Consortium No 4 Pty Limited (ACN 097 260 930)

The Village Building Co. Limited (ACN 056 509 025) in its capacity as trustee
for Village No 25 Pty Limited (ACN 620 656 313)

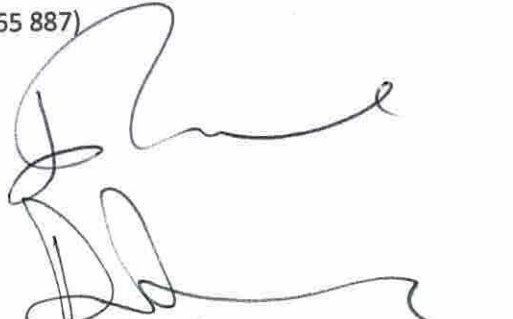
Canberra Estates Consortium No 69 Pty Limited (ACN 622 506 227)

Robin Pty. Limited (ACN 008 504 149)


Poplars Developments Pty Ltd (ACN 128 465 887)



Poplars



Robin



DIRECTOR
POPLARS

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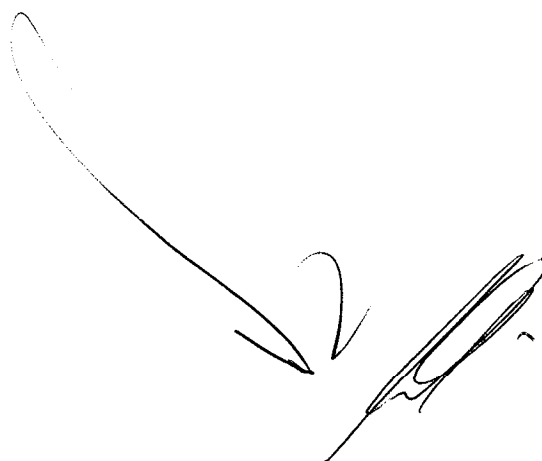
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This deed is dated

Parties:

Minister for Planning and Public Spaces (ABN 20 770 707 468) c/- NSW Department of Planning, Industry and Environment of Level 11, 4 Parramatta Square, 12 Darcy Street, Parramatta, New South Wales 2150

The Village Building Co. Limited (ACN 056 509 025) in its capacity as trustee for Canberra Estates Consortium No 4 Pty Limited (ACN 097 260 930) of 'Argyle Corner', 92 Hoskins Street, Mitchell, Australian Capital Territory 2911

The Village Building Co. Limited (ACN 056 509 025) in its capacity as trustee for Village No 25 Pty Limited (ACN 620 656 313) of 'Argyle Corner', 92 Hoskins Street, Mitchell, Australian Capital Territory 2911

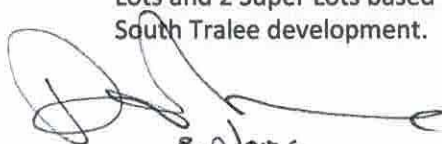
Canberra Estates Consortium No 69 Pty Limited (ACN 622 506 227) of 'Argyle Corner', Level 1, 92 Hoskins Street, Mitchell, Australian Capital Territory 2911

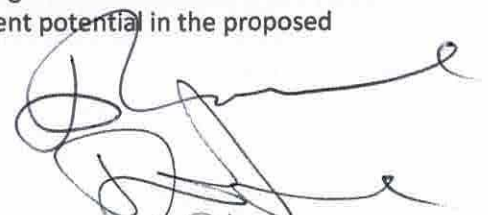
Robin Pty. Limited (ACN 008 504 149) c/-Cosgrave Soutter, Level 3, 11 London Circuit, Canberra, Australian Capital Territory 2600

Poplars Developments Pty Ltd (ACN 128 465 887) c/- Robin Pty Ltd, 'Environs Monaro Highway', RMB 4A, Queanbeyan, New South Wales 2620

Introduction:

- A** The Landowner owns the Land.
- B** The Developer proposes to carry out the Development on the Land.
- C** The Original Developer and Developer have between them lodged and obtained consent to two Development Applications (being Development Applications No. 395-2017 and DA.2020.1135) from the relevant Consent Authority for the proposed South Tralee development (being for a total of approximately 576 Urban Lots and 3 Super Lots).
- D** Clause 6.1 of the LEP provides that the Consent Authority must not grant Development Consent to certain subdivisions unless the Secretary has certified in writing to the Consent Authority that satisfactory arrangements have been made to contribute to the provision of designated State public infrastructure referred to in clause 6.1 of the LEP.
- E** In order to enable the Secretary to provide the certification required by the LEP for the proposed South Tralee development, the Original Developer entered into the Original Planning Agreement with the Minister. The Original Planning Agreement required the Original Developer to pay a monetary contribution and also transfer a 3 hectare site for a primary school. The proposed primary school site was located on land which the Original Developer expected to become the owner of under a deed of option between the Original Developer and Robin Pty. Limited.
- F** Since the Original Planning Agreement was entered into:
 - an alternative, preferred school site has been identified and the Developer will not become owner of the land on which the alternative site is to be located - instead, the Education Landowner has offered to transfer the alternative school site free of cost; and
 - a contribution has been paid under the Original Planning Agreement for the first 206 Urban Lots and 2 Super Lots based on their Urban Lot development potential in the proposed South Tralee development.


D. Maxwell
DIRECTOR POPLARS


Robin

This deed is dated

Parties:

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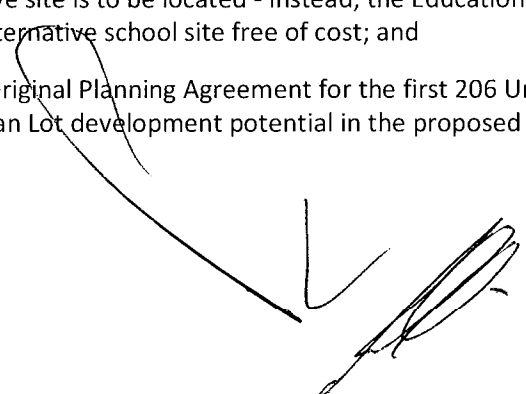
The Village Building Co. Limited (ACN 056 509 025) in its capacity as trustee for Village No 25 Pty Limited (ACN 620 656 313) of 'Argyle Corner', 92 Hoskins Street, Mitchell, Australian Capital Territory 2911

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Introduction:

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 - B** The Developer proposes to carry out the Development on the Land.
 - C** The Original Developer and Developer have between them lodged and obtained consent to two Development Applications (being Development Applications No. 395-2017 and DA.2020.1135) from the relevant Consent Authority for the proposed South Tralee development (being for a total of approximately 576 Urban Lots and 3 Super Lots).
 - D** Clause 6.1 of the LEP provides that the Consent Authority must not grant Development Consent to certain subdivisions unless the Secretary has certified in writing to the Consent Authority that satisfactory arrangements have been made to contribute to the provision of designated State public infrastructure referred to in clause 6.1 of the LEP.
 - E** In order to enable the Secretary to provide the certification required by the LEP for the proposed South Tralee development, the Original Developer entered into the Original Planning Agreement with the Minister. The Original Planning Agreement required the Original Developer to pay a monetary contribution and also transfer a 3 hectare site for a primary school. The proposed primary school site was located on land which the Original Developer expected to become the owner of under a deed of option between the Original Developer and Robin Pty. Limited.
 - F** Since the Original Planning Agreement was entered into:
 - an alternative, preferred school site has been identified and the Developer will not become owner of the land on which the alternative site is to be located - instead, the Education Landowner has offered to transfer the alternative school site free of cost; and
 - a contribution has been paid under the Original Planning Agreement for the first 206 Urban Lots and 2 Super Lots based on their Urban Lot development potential in the proposed South Tralee development.
- 

- G** Accordingly, the Developer, Robin Pty. Limited and Poplars Developments Pty Ltd have offered to enter into this deed to replace the Original Planning Agreement in order to secure the payment of the Development Contribution for the remaining Urban Lots within the proposed South Tralee development and the transfer of the alternative school site by the Education Landowner.

It is agreed:

1. Definitions and interpretation

1.1 Definitions

In this **deed**, unless the context clearly indicates otherwise:

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

Acquisition Act means the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

Additional Education Land means an area of approximately 1.5 hectares within the Education Land and generally as shown on the plan annexed at Annexure B.

Address for Service means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Bank Guarantee means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Base CPI means the CPI number for the quarter ending 31 March 2021.

Business Day means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

CLM Act means the *Contaminated Land Management Act 1997* (NSW).

CoRD Holder Consent means the electronic document lodged through an ELNO that provides consent to the registration of instruments and plans.

Consent Authority has the same meaning as in the Act.

Contamination has the same meaning as in the CLM Act.

Contribution Amount means the amount of the monetary contribution to be paid by the Developer as described in Schedule 4.

Core Education Land means an area of approximately 3 hectares within the Education Land and generally as shown on the plan annexed at Annexure B.

Core Education Land Value means the sum of Seven Hundred and Fifty Thousand Dollars (\$750,000).

CPI means the Consumer Price Index (All Groups Index) for Sydney published by the Commonwealth Statistician, or if that index no longer exists, any similar index that the Minister specifies, in his or her sole discretion, for the purposes of this deed.

CPI Adjustment Date means 1 July 2022 and each anniversary of 1 July 2022.

Current CPI means the CPI number for the quarter ending on 31 March in the year in which the relevant adjustment is made.

Dealing means, in relation to the Land, to sell, transfer, assign, mortgage, charge, dispose of, encumber or otherwise deal with the Land in whole or part.

Developer means Canberra Estates Consortium No 69 Pty Limited (ACN 622 506 227) and the Landowner, unless otherwise specified in this deed.

Development means the proposed subdivision of the Land resulting in approximately 370 Urban Lots in Stages and generally in accordance with the Development Consents granted to Development Applications No. 395-2017 and DA.2020.1135 by Queanbeyan-Palerang Regional Council (as modified or amended from time to time).

Note. As referred to in Recital C, the Development Consents (as modified at the date of this deed) authorise the creation of 3 super lots, and in respect of one of those super lots no contribution has yet been paid. Any future development application for subdivision of that super lot is not covered by this planning agreement and will potentially require further satisfactory arrangements to be made to contribute to designated State public infrastructure.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means the contributions to be provided by the Developer in accordance with Schedule 4.

Education Contribution means the transfer of the Education Land to the Minister (or nominee) in accordance with Schedule 6.

Education Land means a site of approximately 4.5 hectares within Lot 1 in DP1263364 generally as shown on the plan annexed at Annexure A as proposed Lot 2.

Education Landowner means:

- (a) if Robin Pty. Limited (ACN 008 504 149) is the registered proprietor of the Education Land - Robin Pty. Limited (ACN 008 504 149); and
- (b) if Poplars Developments Pty Ltd (ACN 128 465 887) is the registered proprietor of the Education Land - Poplars Developments Pty Ltd (ACN 128 465 887).

ELNO has the same meaning as in the *Electronic Conveyancing National Law* (NSW).

EPBC Act Approval means approval under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) for the proposed action referred to in EPBC Act referral 2020/8801 (subject to the variation of proposal accepted on 19 November 2020).

Explanatory Note means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.

General Register of Deeds means the land register maintained under the *Conveyancing Act 1919* (NSW) and so titled.

GST means any form of goods and services tax payable under the GST Legislation.

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

Insurance Bond means an irrevocable and unconditional undertaking:

- (a) by an Insurance Company which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Insurance Company means an insurance company authorised under the *Insurance Act 1973* (Cth) and subject to prudential supervision by Australian Prudential Regulatory Authority.

Land means the land described in Schedule 3.

Landowner means The Village Building Co. Limited (ACN 056 509 025) in its capacity as trustee for Village No 25 Pty Limited (ACN 620 656 313).

LEP means *Queanbeyan Local Environmental Plan (South Jerrabomberra) 2012*, which was previously named *Queanbeyan Local Environmental Plan (South Tralee) 2012*.

Mediation Program means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

Minister means the Minister for Planning and Public Spaces and includes the Secretary and the Secretary's nominee.

Offset Credits means any offset credits which have not been applied to discharge the Developer's obligation to provide a Contribution Amount under clause 1.3 of Schedule 4.

Offset Credits Schedule means a schedule which the Minister has issued under clause 2.2 of Schedule 4, identifying the value of any Offset Credits at the time at which the schedule is issued.

Original Developer means The Village Building Co. Limited (ACN 056 509 025) in its capacity as trustee for Canberra Estates Consortium No 4 Pty Limited (ACN 097 260 930).

Original Planning Agreement means the planning agreement dated 14 August 2018, entered into between the Minister and the Original Developer.

Plan of Subdivision means a registered plan of subdivision within the meaning of section 195 of the *Conveyancing Act 1919* (NSW).

Planning Application means:

- (a) a Development Application; or
- (b) any other application required under the Act,

which seeks approval for the subdivision of the Land.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens title register maintained under the Real Property Act.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Remainder South Jerrabomberra Obligation means an obligation to make a development contribution relating to the provision of designated State public infrastructure on other land (not being the Land) located within the South Jerrabomberra Urban Release Area.

Residential Accommodation has the same meaning as in the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this deed.

Residue Lot means a lot that is created for one or more of the following purposes:

- (a) to be dedicated or otherwise transferred to an Authority;
- (b) for any public utility undertaking within the meaning of the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this deed,

but which does not include a Super Lot.

School has the same meaning as in the *Standard Instrument (Local Environmental Plans) Order 2006*.

Secretary means the Secretary of the Department of Planning, Industry and Environment.

Security means a Bank Guarantee or an Insurance Bond.

South Jerrabomberra Urban Release Area means any land to which the South Jerrabomberra Master Plan applies as set out in the *South Jerrabomberra Development Control Plan 2015* (as amended from time to time) and which is also located within an urban release area under a local environment plan.

Stage means a stage of Development approved by a Development Consent or otherwise approved by the Minister for the purposes of this deed.

Subdivision Certificate has the same meaning as in the Act.

Subdivision Development Consent means the consent granted to Development Application No 322-2015 by Queanbeyan-Palerang Regional Council on 10 March 2021 (as may be modified from time to time).

Super Lot means a lot that forms part of the Land which, following the registration of a Plan of Subdivision, is intended for further subdivision (including community title subdivision but excluding strata subdivision) for Residential Accommodation, but does not include a Residue Lot.

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

Urban Lot means a lot that forms part of the Land to be created by the registration of a Plan of Subdivision and is intended to be developed for the purpose of Residential Accommodation but excluding any Residue Lots and Super Lots.

1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;

- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation made under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, a **schedule** or an **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (f) the **schedules** and **annexures** form part of this deed;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. Operation and application of this deed

2.1 Operation

This deed commences on the date that this deed is signed by all the parties.

2.2 Planning agreement under the Act

This deed constitutes a planning agreement within the meaning of section 7.4 of the Act and the parties agree on the matters set out in Schedule 1.

2.3 Application

This deed applies to:

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

2.4 Revocation of Original Planning Agreement

- (a) On the commencement date of this deed, the Minister and the Original Developer agree that the Original Planning Agreement is revoked.
- (b) The Original Developer agrees that clause 11.3 of this deed applies in relation to this clause 2.4 as if any reference in clause 11.3 to Village No 25 Pty Limited (ACN 620 656 313) were a reference to Canberra Estates Consortium No 4 Pty Limited (ACN 097 260 930).
- (c) The Minister agrees to do all things reasonably required by the Landowner to remove the registration of the Original Planning Agreement from the titles for the Land to which it applied.
- (d) The Minister will promptly return to the Original Developer the Insurance Bond held by the Minister under the Original Planning Agreement following:
 - (i) the Developer providing the Security required under Schedule 5; and
 - (ii) the Developer providing evidence of registration of this deed on the titles of the Land as required under clause 7.
- (e) The Original Developer agrees that whilst the Minister holds the Insurance Bond provided under the Original Planning Agreement, clause 3 of Schedule 5 applies such that the Minister may call upon the Insurance Bond where the Developer has failed to provide a Contribution Amount on or after the date for payment under this deed.
- (f) Subject to this clause 2.4, with effect from the date of this deed, the Minister and Original Developer release each other from all obligations or liabilities under or in respect of the Original Planning Agreement which were to be performed or discharged at or after that date.
- (g) Nothing in this deed:
 - (i) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Original Planning Agreement before the date of this deed; or
 - (ii) discharges, releases or otherwise affects any liability or obligation arising under the Original Planning Agreement, or the payment of any monetary contribution made under the Original Planning Agreement, before the date of this deed.

3. Application of sections 7.11, 7.12 and 7.24 of the Act

The application of sections 7.11, 7.12 and 7.24 of the Act is excluded to the extent stated in Schedule 1.

4. Contributions

4.1 Developer to provide Development Contribution

The Developer undertakes to provide to the Minister, or the Minister's nominee, the Development Contribution in accordance with the provisions of Schedule 4.

4.2 Education Contribution

- (a) Robin Pty. Limited (ACN 008 504 149) and Poplars Developments Pty Ltd (ACN 128 465 887) each undertake to provide to the Minister, or the Minister's nominee, the Education Contribution in accordance with the provisions of Schedule 6.
- (b) The parties acknowledge that Robin Pty. Limited (ACN 008 504 149) and Poplars Developments Pty Ltd (ACN 128 465 887) are parties to this deed solely for the purpose of transferring the Education Land to the Minister (or nominee) and they have no obligation to make the Development Contribution.
- (c) The Developer indemnifies Robin Pty. Limited (ACN 008 504 149) and Poplars Developments Pty Ltd (ACN 128 465 887) in respect of any loss or damage caused or suffered as a result of the Developer's failure to comply with any provision of this deed except to the extent that such loss or damage is caused or contributed to by the wilful or negligent act or default of the indemnified party.

4.3 Special Infrastructure Contribution

- (a) This clause applies where:
 - (i) the Minister determines a special infrastructure contribution (**SIC**) under section 7.23 of the Act for a special contributions area that includes any part of the Land (**SIC Determination**); and
 - (ii) the SIC Determination takes effect on or after the commencement of this deed, but before the Development Contribution has been paid in full.
- (b) If the SIC Amount for a Stage is less than the Contribution Amount that would otherwise be payable under this deed for that Stage, then:
 - (i) the Developer is required to pay only the SIC Amount; and
 - (ii) that amount is to be treated as the relevant Contribution Amount for the purposes of clause 4.1 and clause 1 of Schedule 4.
- (c) Clause 4.3(b) applies only to a Contribution Amount that has not been paid and is not due and payable at the time the SIC Determination takes effect. To avoid doubt, the Minister is not required to refund or reimburse any part of the Development Contribution paid before that time.
- (d) In this clause 4.3, a reference to the SIC Amount for a Stage is a reference to the amount of the monetary contribution for that Stage calculated in accordance with the SIC Determination, being the amount that would have been payable if the application of section 7.24 of the Act had not been excluded by this deed and the Development Consent had been granted on or after the SIC Determination took effect.

4.4 Acknowledgement

The parties acknowledge and agree that, subject to section 7.3 of the Act:

- (a) the Minister has no obligation to use or expend a Development Contribution provided under this deed for a particular purpose despite any provision of this deed to the contrary and has no obligation to repay or return the contribution;
- (b) in circumstances where a Development Contribution is transferred to any Authority, the Minister has not made any representation or warranty that the contribution will or must be used for a particular purpose by that Authority; and
- (c) following transfer of the Education Land, the Minister or the Minister's nominee (as applicable) will use reasonable endeavours to develop the Education Land for the purposes of a School.

5. Interest

5.1 Interest for late payment

- (a) If the Developer fails to pay a Contribution Amount (as indexed in accordance with Schedule 4) due to the Minister on the due date for payment, the Developer must also pay to the Minister interest at a rate of 2% above the loan reference rate charged by the Commonwealth Bank of Australia from time to time.
- (b) Interest is payable on the daily balance of amounts due from the due date for payment of those amounts until all outstanding amounts (including interest on those amounts) have been paid to the Minister.

6. Enforcement

6.1 Developer to provide Security

The Developer has agreed to provide security to the Minister for the performance of the Developer's obligations under this deed by providing the Security to the Minister in accordance with the terms and procedures set out in Schedule 5.

6.2 Education Landowner to provide Security

Robin Pty. Limited (ACN 008 504 149) and Poplars Developments Pty Ltd (ACN 128 465 887) have each agreed to the terms and procedures set out in clause 2 in Schedule 6 in order to secure the performance of the Education Landowner's obligations under this deed.

7. Registration

7.1 Registration of deed

- (a) Within 10 Business Days of receiving a copy of this deed executed by the Minister, the Developer at its own expense is to take all practical steps and otherwise do anything to procure:
 - (i) the consent of each person, as required by the Registrar-General, who:
 - (A) has an estate or interest in the Land registered under the Real Property Act; or
 - (B) is seized or possessed of an estate or interest in the Land,
 to the registration of this deed on the title to the Land and to the terms of this deed; and
 - (ii) the execution of any documents;

- (iii) if required, the production of the relevant certificates of title or electronic lodgement of the relevant CoRD Holder Consents through an ELNO; and
 - (iv) the electronic lodgement of this deed in a registrable form through an ELNO for registration by the Registrar-General in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.
- (b) The Developer will take all practical steps and otherwise do anything to procure the registration of this deed within three months of the date of this deed in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act, including promptly responding to any requisitions made by the Registrar-General in respect of this deed and/or any ancillary documents.

7.2 Evidence of registration

- (a) The Developer must provide the Minister with evidence of the lodgement of this deed pursuant to clause 7.1(a)(iv) within 10 Business Days of such lodgement.
- (b) The Developer will provide the Minister with a copy of the relevant folio of the Register for the Land and a copy of the registered dealing containing this deed within 10 Business Days of registration of this deed.

7.3 Release and discharge of deed

The Minister agrees to do all things reasonably required by the Developer to release and discharge this deed with respect to any part of the Land upon the Developer satisfying all of its obligations under this deed in respect of that part of the Land.

7.4 Interest in Land

The Landowner represents and warrants that it is:

- (a) the owner of the Land; and
- (b) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 7.1(a)(i) to assist, cooperate and to otherwise do all things necessary for the Landowner to comply with its obligations under clause 7.

7.5 Right to lodge caveat

- (a) Subject to clause 7.5(b) until such time as this deed is registered on the title of the Land in accordance with clause 7.1, the Developer acknowledges that this deed confers on the Minister an interest in the Land and entitles the Minister to lodge and maintain a caveat on the title to the Land to prevent any Dealing in respect of the Land.
- (b) If the Minister lodges a caveat in accordance with clause 7.5(a), then the Minister will do all things reasonably necessary to:
 - (i) ensure that the caveat does not prevent or delay the registration of this deed; and
 - (ii) remove the caveat from the title to the Land promptly, following registration of this deed in accordance with clause 7.1.
- (c) If, after 10 Business Days of receipt of a copy of this deed executed by the Minister, the Developer has failed or has been unable to achieve the registration of this deed in accordance with clause 7.1, the Developer must pay the Minister's reasonable costs and

expenses, including legal costs, of exercising the Minister's rights under clause 7.5(a) to lodge and withdraw a caveat(s) (as applicable).

7.6 Application to Education Land

- (a) The Education Landowner agrees that this clause 7 applies in its entirety to the Education Land as if:
 - (i) all references to the Developer and the Landowner in clauses 7.1 to 7.5 were replaced with references to the Education Landowner; and
 - (ii) all references to the Land in clauses 7.1 to 7.5 were replaced with references to the Education Land.
- (b) The Minister agrees to do all things reasonably required by the Education Landowner:
 - (i) to ensure that a caveat lodged in accordance with clause 7.5(a) does not prevent or delay the subdivision of land owned by the Education Landowner to create the Education Land as a separate lot; and
 - (ii) to release and discharge this deed with respect to any part of Lot 1 in DP 1263364 which is not the Education Land on creation of the Education Land as a separate lot.
- (c) For the avoidance of doubt, clause 7.6(a) has effect such as to:
 - (i) require the Education Landowner to take all practical steps and otherwise do anything to procure the registration of this deed on the title to the Education Land and provide evidence of such registration to the Minister; and
 - (ii) enable the Minister to lodge and maintain a caveat on the title to the Education Land.

8. Dispute Resolution

8.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 8.

8.2 Written notice of dispute

- (a) A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.
- (b) A notice must not be given under clause 8.2(a) to Robin Pty. Limited (ACN 008 504 149) or Poplars Developments Pty Ltd (ACN 128 465 887) unless the dispute relates to the transfer of the Education Land or the performance of any of the Education Landowner's other obligations under this deed.

8.3 Attempt to resolve

On receipt of notice under clause 8.2, the parties (being the party which gave and the parties which received the notice) must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution processes such as mediation, expert evaluation or other methods agreed by them.

8.4 Mediation

If the parties do not agree within 21 Business Days of receipt of notice under clause 8.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
 - (b) the timetable for all steps in those procedures; or
 - (c) the selection and compensation of the independent person required for such technique,
- the parties must mediate the dispute in accordance with the Mediation Program. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

8.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under clause 8.2 then any party which gave or received a notice of the dispute and which has complied with the provisions of this clause 8 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

8.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 8 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

8.7 No prejudice

This clause 8 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

9. GST

9.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

9.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

9.3 Reimbursement

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

9.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 9.

9.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party (**Supplier**) under or in connection with this deed (the **GST Amount**), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister (or the Minister's nominee) as recipient of the supply, the Developer or Education Landowner (as applicable based on the supply in respect of which GST is payable) must ensure that:

- (a) the Developer or Education Landowner makes payment of the GST Amount on behalf of the Minister (or nominee), including any gross up that may be required; and
- (b) the Developer or Education Landowner provides a tax invoice to the Minister (or nominee).

9.6 Non monetary consideration

Clause 9.5 applies to non-monetary consideration.

9.7 Assumptions

The Developer and Education Landowner acknowledge and agree that in calculating any amounts payable under clause 9.5 they must assume the Minister (or the Minister's nominee) is not entitled to any input tax credit.

9.8 No merger

This clause does not merge on completion or termination of this deed.

10. Assignment and transfer

10.1 Right to assign or novate

- (a) Prior to a proposed assignment or novation of its rights or obligations under this deed, the party seeking to assign its rights or novate its obligations (**Assigning Party**) must seek the consent of the Minister and:
 - (i) satisfy the Minister (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (**Incoming Party**) has sufficient assets, resources and expertise required to perform the Assigning Party's obligations under this deed insofar as those obligations are to be novated to the Incoming Party;
 - (ii) procure the execution of an agreement by the Incoming Party with the Minister on terms satisfactory to the Minister (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this deed as though the Incoming Party were the Assigning Party; and
 - (iii) satisfy the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (b) The Assigning Party must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.1.

10.2 Right to transfer Land

- (a) The Developer must not sell or transfer to another person (**Transferee**) the whole or part of any part of the Land:
 - (i) on which this deed remains registered under section 7.6 of the Act; or
 - (ii) for which the Development Contribution required under this deed remains outstanding.
- (b) Notwithstanding clause 10.2(a) the Developer may sell or transfer the whole or any part of the Land to a Transferee if prior to the proposed sale or transfer the Developer:
 - (i) satisfies the Minister, acting reasonably, that the proposed Transferee has sufficient assets, resources and expertise required to perform any of the remaining obligations of the Developer under this deed or satisfies the Minister, acting reasonably, that the Developer will continue to be bound by the terms of this deed after the transfer has been effected;
 - (ii) procures the execution of an agreement by the Transferee with the Minister on terms satisfactory to the Minister, acting reasonably, under which the Transferee agrees to comply with the terms and conditions of this deed as though the Transferee were the Developer; and
 - (iii) satisfies the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (c) The Developer must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.2.

10.3 Replacement Security

Provided that:

- (a) the Developer has complied with clause 10.1 and 10.2; and
- (b) the Transferee or Incoming Party (as the case may be) has provided the Minister with a replacement Security in accordance with the requirements of Schedule 5 and on terms acceptable to the Minister,

the Minister will promptly return the Security to the Developer.

10.4 Transfer of Education Land

- (a) The Education Landowner must not sell or transfer to another person (**Transferee**) the whole or part of any part of the Education Land unless prior to the proposed sale or transfer the Education Landowner:
 - (i) satisfies the Minister, acting reasonably, that the proposed Transferee has sufficient assets, resources and expertise required to perform any of the remaining obligations of the Education Landowner under this deed or satisfies the Minister, acting reasonably, that the Education Landowner will continue to be bound by the terms of this deed after the transfer has been effected;
 - (ii) procures the execution of an agreement by the Transferee with the Minister on terms satisfactory to the Minister, acting reasonably, under which the Transferee agrees to comply with the terms and conditions of this deed as though the Transferee were the Education Landowner; and

- (iii) satisfies the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (b) The Education Landowner must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.4.
- (c) This clause 10.4 does not apply to the transfer of the Education Land from Robin Pty. Limited (ACN 008 504 149) to Poplars Developments Pty Ltd (ACN 128 465 887).

11. Capacity

11.1 General warranties

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

11.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

11.3 Trustee Developer

- (a) The Village Building Co. Limited (ACN 056 509 025) (**Trustee**) enters into this deed in its capacity as the trustee for Village No 25 Pty Limited (ACN 620 656 313) (**Trust**) constituted by a trust deed (**Trust Deed**). The Trustee:
 - (i) warrants that:
 - (A) it is the sole trustee of the Trust and no action has been taken to remove or replace it;
 - (B) entry into this deed is for the benefit of the beneficiaries of the Trust and as trustee it is authorised and empowered under the Trust Deed to enter into and to perform its obligations and satisfy or discharge its liabilities under this deed;
 - (C) it is not in breach of the Trust Deed;
 - (D) it is entitled under the Trust Deed to be indemnified in full in respect of the obligations and liabilities incurred by it under this deed;
 - (E) it is not aware of any reason why the assets of the Trust might be insufficient to satisfy or discharge the obligations and liabilities incurred by it under this deed; and
 - (F) it has the power under the Trust Deed to execute and perform its obligations and discharge its liabilities under this deed and all necessary action has been taken to authorise the execution and performance of this deed under the Trust Deed; and
 - (ii) indemnifies the Minister, and agrees to keep the Minister indemnified, in respect of any loss or liability in any way connected with a breach of a warranty in clause 11.3(a)(i).

- (b) Prior to the Trustee being replaced as the trustee of the Trust in accordance with the Trust Deed:
 - (i) the Trustee must procure that the replacement trustee enters into a new deed with the Minister on the same terms as this deed;
 - (ii) the Trustee (as outgoing trustee) must procure an agreement from the Minister, under which the Minister releases the Trustee from the requirement to observe and perform any future obligation under this deed;
 - (iii) the Trustee (as outgoing trustee) must release the Minister, from the requirement to observe and perform any future obligation under this deed;
 - (iv) the Trustee (as the outgoing trustee) must pay the reasonable costs and expenses of the Minister in relation to entering into a new deed under this clause 11.3(b) and the costs and expenses of registering any new deed on the title to the Land; and
 - (v) the Minister must act reasonably and promptly to execute a new deed or agreement referred to in clause 11.3(b)(i) and (ii).
- (c) Subject to clause 11.3(e), liability arising under or in connection with this deed (except under or in connection with clause 11.3(a) above) is limited and can be enforced against the Trustee only to the extent to which the Trustee, having sought indemnification to the maximum extent possible, is actually indemnified in respect of that liability out of the assets of the Trust. This limitation of the Trustee's liability extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- (d) No party to this deed or any person claiming through or on behalf of them will be entitled to:
 - (i) claim from or commence proceedings against the Trustee in respect of any liability in any capacity other than as the trustee of the Trust;
 - (ii) seek the appointment of a receiver, receiver and manager, liquidator, an administrator or any similar office-holder to the Trustee, or prove in any liquidation, administration or arrangement of or affecting the Trustee, except in relation to the assets of the Trust; or
 - (iii) enforce or seek to enforce any judgment in respect of a liability under this deed or otherwise against the Trustee in any capacity other than as Trustee of the Trust,
 except under or in connection with clause 11.3(a) above.
- (e) Notwithstanding any other provision of this deed, clauses 11.3(c) and 11.3(d) do not apply to any obligation or liability of the Trustee to the extent to which there is, in respect of that obligation or liability, whether under the Trust Deed or by operation of law, a reduction in the extent of the Trustee's indemnification, or loss of the Trustee's right of indemnification, out of the assets of the Trust as a result of Trustee's failure to properly perform its duties as trustee of the Trust.
- (f) Nothing in clause 11.3(e) will make the Trustee liable for any claim for an amount greater than the amount which the Minister would have been able to claim and recover from the assets of the Trust in relation to the relevant obligation or liability if the Trustee's right of indemnification, out of the assets of the Trust had not been prejudiced by the failure of the Trustee to properly perform its duties.

12. Reporting requirement

- (a) By 1 September each year or as otherwise agreed with the Secretary, the Developer must deliver to the Secretary a report (in a format acceptable to the Secretary) for the period 1 July to 30 June of the preceding financial year which must include the following matters, as applicable:
 - (i) details of all Development Consents and Subdivision Certificates issued in relation to the Development;
 - (ii) a description of the status of the Development including a plan that identifies what parts of the Development have been completed, are under construction and are to be constructed;
 - (iii) a forecast in relation to the anticipated progression and completion of the Development;
 - (iv) a compliance schedule showing the details of all Contribution Amounts provided under this deed as at the date of the report and indicating any non-compliance with this deed and the reason for the non-compliance; and
 - (v) when the Developer expects to lodge the next Planning Application.
- (b) Upon the Secretary's request, the Developer must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary, are necessary or useful for the Secretary to assess the status of the Development and the Developer's compliance with this deed.
- (c) Upon the Secretary's request, Robin Pty. Limited (ACN 008 504 149) and Poplars Developments Pty Ltd (ACN 128 465 887) must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary, are necessary or useful for the Secretary to assess the progress of the delivery of the Education Contribution or compliance with this deed.
- (d) The Minister acknowledges that, to the extent that the information provided pursuant to this clause by the Developer is commercial in confidence, that information is only used:
 - (i) for the purposes of assessing compliance with this deed; and/or
 - (ii) for collating statistical data as to the housing supply in New South Wales.
- (e) Notwithstanding clause 12(d), the Developer, Robin Pty. Limited (ACN 008 504 149) and Poplars Developments Pty Ltd (ACN 128 465 887) acknowledge that the Secretary may share any information provided to the Secretary (under this clause or otherwise) to any other party to this deed or to any Authority, or may disclose such information if so required by law, an order of either House of the New South Wales Parliament or a court of competent jurisdiction.

13. General Provisions

13.1 Entire deed

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

13.2 Variation

This deed must not be varied except by a later written document executed by all parties.

13.3 Waiver

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

13.4 Further assurances

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this deed.

13.5 Time for doing acts

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

13.6 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

13.7 Severance

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

13.8 Preservation of existing rights

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

13.9 No merger

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

13.10 Counterparts

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

13.11 Relationship of parties

Unless otherwise stated:

- (a) nothing in this deed 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.

13.12 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

13.13 No fetter

Nothing in this deed is to be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

13.14 Explanatory note

The Explanatory Note must not be used to assist in construing this deed.

13.15 Expenses and stamp duty

- (a) The Developer must pay its own and the Minister's reasonable valuation costs, legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed, including any of the Minister's costs associated with the Education Contribution.
- (b) The Original Developer must pay its own costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (c) The Developer must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (d) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- (e) The Developer is to pay the reasonable valuation costs, legal costs and disbursements in connection with the negotiation, preparation and execution of this deed of Robin Pty. Limited (ACN 008 504 149) and Poplars Developments Pty Ltd (ACN 128 465 887) and their reasonable costs and disbursements in connection with the registration of this deed on the Education Land.
- (f) Notwithstanding any other provision in this deed, the Developer is not responsible under this deed for any costs in connection with or arising out of the remediation of the Education Land.
- (g) The Developer must provide the Minister with bank cheques, or an alternative method of payment if agreed with the Minister, in respect of the Minister's costs pursuant to clauses 13.15(a) and (c):

- (i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
- (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

13.16 Notices

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
 - (i) hand delivered; or
 - (ii) sent by prepaid ordinary mail within Australia; or
 - (iii) in the case of a Notice to be given by the Minister or Secretary, sent by email.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery but if delivery occurs after 5pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
 - (ii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
 - (iii) sent by email:
 - (A) before 5 pm on a Business Day, on that Day;
 - (B) after 5 pm on a Business Day, on the next Business Day after it is sent; or
 - (C) on a day that it is not a Business Day, on the next Business Day after it is sent, and the sender does not receive a delivery failure notice.

Schedule 1

Table 1 - Requirements under section 7.4 of the Act (clause 2.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

Requirement under the Act	This deed
Planning instrument and/or development application – (section 7.4(1)) The parties providing contributions under this agreement have: <ul style="list-style-type: none"> (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies. 	<ul style="list-style-type: none"> (a) No (b) Yes as regards the Developer (c) Yes as regards the Education Landowner
Description of land to which this deed applies – (section 7.4(3)(a))	See Schedule 3 and the definition of Education Land in clause 1.1
Description of development to which this deed applies – (section 7.4 (3)(b))	See definition of Development in clause 1.1
Description of change to the environmental planning instrument to which this deed applies – (section 7.4 (3)(b))	N/A
The scope, timing and manner of delivery of contribution required by this deed – (section 7.4 (3)(c))	See Schedule 4 and Schedule 6
Applicability of sections 7.11 and 7.12 of the Act – (section 7.4 (3)(d))	The application of sections 7.11 and 7.12 of the Act is not excluded in respect of the Development.
Applicability of section 7.24 of the Act – (section 7.4 (3)(d))	The application of section 7.24 of the Act is excluded in respect of the Development.
Consideration of benefits under this deed if section 7.11 applies – (section 7.4 (3)(e))	No
Mechanism for Dispute Resolution – (section 7.4(3)(f))	See clause 8
Enforcement of this deed – (section 7.4(3)(g))	See clause 6
No obligation to grant consent or exercise functions – (section 7.4(10))	See clause 13.13

Table 2 – Other matters

Requirement under the Act	This deed
Registration of the Planning Agreement – (section 7.6 of the Act)	Yes (see clause 7)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (clause 146A of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (clause 154E of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (section 6.15(1)(d) of the Act)	Yes (see clause 1.3 of Schedule 4 and clauses 1.1(b)(i) and (ii) of Schedule 6)

Schedule 2

Address for Service (clause 1.1)

Minister

Contact: The Secretary

Address: Department of Planning, Industry and Environment
4 Parramatta Square, 12 Darcy Street
PARRAMATTA NSW 2150

Email: planningagreements@planning.nsw.gov.au

Original Developer

Contact: The Company Director(s) and Secretary

Address: The Village Building Co. Limited as trustee for Canberra Estates
Consortium No 4 Pty Limited
'Argyle Corner'
92 Hoskins Street
Mitchell ACT 2911

Email: vwhiteside@villagebuilding.com.au

Developer

Contact: The Company Director(s) and Secretary

Address: Canberra Estates Consortium No 69 Pty Limited
'Argyle Corner'
Level 1, 92 Hoskins Street
Mitchell ACT 2911

Email: vwhiteside@villagebuilding.com.au

Landowner

Contact: The Company Director(s) and Secretary

Address: The Village Building Co. Limited as trustee for Village No 25 Pty Limited
'Argyle Corner'
92 Hoskins Street
Mitchell ACT 2911

Email: vwhiteside@villagebuilding.com.au

Education Landowner – Robin Pty. Limited

Contact: The Company Director(s)

Address: Robin Pty. Limited
c/- Cosgrave Soutter
Level 3, 11 London Circuit
Canberra ACT 2600

Email: paul.green@lexmerca.com.au

Education Landowner – Poplars Developments Pty Ltd

Contact: The Company Director(s) and Secretary

Address: Poplars Developments Pty Ltd
c/- The Riverview Group
26 Bougainville Street
Manuka ACT 2603

Email: paul.green@lexmerca.com.au

Schedule 3**Land (clause 1.1)****1. Lots proposed for development**

Lot	Deposited Plan	Folio Identifier
1	1269436	1/1269436
189	1272220	189/1272220
191	1272220	191/1272220

Schedule 4

Developer's Contributions (clause 4.1)

1. Developer's Development Contribution

1.1 Development Contribution

- (a) The Developer undertakes to provide the Development Contribution in the manner set out in the table below:

Development Contribution	Value	Timing
Monetary contribution towards designated State public infrastructure	\$4,697.27 per Urban Lot (subject to indexation calculated in accordance with clause 1.2 of this Schedule 4).	Pursuant to clause 1.3 of this Schedule 4

- (b) The Minister and Developer acknowledge and agree that the Development Contribution is the sum of the Contribution Amounts under this deed.

1.2 Calculation of the value of a Contribution Amount

- (a) Each Contribution Amount will be an amount equal to "X" in the following formula:

$$X = N \times \$4,697.27$$

"N" means the number of Urban Lots that are the subject of the relevant Subdivision Certificate application.

- (b) On the CPI Adjustment Date, each Contribution Amount is to be adjusted by multiplying the Contribution Amount payable by an amount equal to the Current CPI divided by the Base CPI.

1.3 Payment of Contribution Amounts

- (a) Prior to the issue of the relevant Subdivision Certificate, the Developer must do one of the following:

- (i) pay the Contribution Amount calculated in accordance with clause 1.2 of this Schedule 4;
- (ii) where the value of the Offset Credits as shown on a current Offset Credits Schedule equals or exceeds the value of that Contribution Amount:
 - (A) satisfy the Minister of that fact; and
 - (B) obtain an updated Offset Credits Schedule from the Minister showing that the value of the Offset Credits has decreased by the value of that Contribution Amount; or
- (iii) where the value of the Offset Credits as shown on a current Offset Credits Schedule is more than zero but is less than the value of the Contribution Amount:
 - (A) satisfy the Minister of that fact;
 - (B) pay a monetary contribution in the amount of the difference; and

- (C) obtain an updated Offset Credits Schedule from the Minister showing that the value of the Offset Credits has decreased to zero.
- (b) The Developer must provide the Minister with not less than 10 Business Days' written notice of its intention to lodge an application for the relevant Subdivision Certificate.
- (c) The Developer agrees that the requirement to make a payment under this clause is a restriction on the issue of the relevant Subdivision Certificate within the meaning of section 6.15(1)(d) of the Act.

2. Amendment to Developer's Contribution on Transfer of Education Land

2.1 Core Education Land Credit

- (a) Upon transfer of the Education Land to the Minister (or the Minister's nominee) in accordance with Schedule 6, the Minister must, within 30 Business Days, issue a notice to the Developer stating the amount that has been credited to the Developer (**Core Education Land Offset Credit**), being the Core Education Land Value.
- (b) The Developer cannot make a claim against the Minister (or the Minister's nominee) and releases the Minister (and the nominee) from, and agrees that the Minister (and the nominee) are not liable for, any liability or loss arising from, and costs incurred in connection with, any of the following:
 - (i) any delay, failure by or inability of the Education Landowner to transfer the Education Land in accordance with Schedule 6 for any reason;
 - (ii) the Minister (or the nominee) not taking any action that the Minister (or the nominee) is permitted or required to take under this Planning Agreement or under any law (including instituting court proceedings or exercising compulsory acquisition rights) in relation to any such delay, failure or inability, or in relation to the Education Land more generally; and
 - (iii) the Minister (or the nominee) not accepting the transfer of the Education Land.
- (c) The Developer acknowledges and agrees that:
 - (i) clause 2.1(b) of this Schedule operates as a deed poll in favour of the Minister's nominee; and
 - (ii) the Developer is not entitled to and the Minister will not credit any amount to the Developer in relation to the transfer of the Additional Education Land to the Minister or the Minister's nominee.

2.2 Offset Credits Schedule

- (a) The Minister will prepare or update the Offset Credits Schedule:
 - (i) after the transfer of the Education Land in accordance with this deed – showing the Core Education Land Offset Credit;
 - (ii) after an amount of Offset Credits has been applied to discharge (in whole or in part) an obligation to provide a Contribution Amount calculated under clause 1.2 of this Schedule 4 – decreasing the value of Offset Credits by the amount applied;
 - (iii) if it becomes apparent that there is an error or inaccuracy in the Offset Credits Schedule – to correct that error or inaccuracy;

- (iv) after each CPI Adjustment Date, showing the indexed value of the Offset Credits; and
 - (v) at such other times as the Minister may determine.
- (b) If the Minister prepares or updates the Offset Credits Schedule, the Minister will provide the Developer with a copy of the Schedule as prepared or updated, as soon as possible after it has been prepared or updated (as the case may be).
- (c) The Minister may agree to allow the Developer to apply an amount of Offset Credits to discharge a Remainder South Jerrabomberra Obligation.
- (d) If the Minister agrees to allow an amount of Offset Credits to be applied to discharge a Remainder South Jerrabomberra Obligation:
 - (i) that amount of Offset Credits will be taken to have been surrendered to the Minister; and
 - (ii) the Minister will provide an updated Offset Credits Schedule to the Developer showing that the value of the Offset Credits has decreased by that amount.

Schedule 5

Security terms (clause 6)

1. Developer to provide Security

- (a) In order to secure the payment or performance of the Development Contribution the Developer has agreed to provide the Security.
- (b) The Security must:
 - (i) name the “Minister for Planning and Public Spaces” and the “Department of Planning, Industry and Environment ABN 20 770 707 468” as the relevant beneficiaries; and
 - (ii) not have an expiry date.

2. Security

- (a) At the time the Developer signs this deed, the Developer must provide the Security to the Minister having a face value amount of \$20,000 (**Security Amount**) in order to secure the Developer’s obligations under this deed.
- (b) From the date of execution of this deed until the date that the Developer has provided the Development Contribution, the Minister is entitled to retain the Security.

3. Claims against Security

- (a) The Minister may:
 - (i) call upon the Security where the Developer has failed to pay a Contribution Amount for the Development on or after the date for payment under this deed; and
 - (ii) retain and apply such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon the Security the Minister must give the Developer not less than 10 Business Days written notice of his or her intention to call upon the Security.
- (c) If:
 - (i) the Minister calls upon the Security; and
 - (ii) applies all or part of such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed; and
 - (iii) has notified the Developer of the call upon the Security in accordance with clause 3(b) of this Schedule 5,

then the Developer must provide to the Minister a replacement Security to ensure that at all times until the date that the Security is released in accordance with clause 4 of this Schedule 5, the Minister is in possession of Security for a face value equivalent to the Security Amount.

4. Release of Security

If:

- (a) the Developer has satisfied all of its obligations under this deed secured by the Security;
and
- (b) the whole of the monies secured by the Security has not been expended and the monies accounted for in accordance with clause 3 of this Schedule 5,

then the Minister will promptly return the Security (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Security (as the case may be), to the Developer.

Schedule 6

Education Contribution (clause 4.2)

1. Transfer of Education Land

1.1 Education Land as Contribution

- (a) The Education Landowner must:
 - (i) comply with all conditions of the Subdivision Development Consent to the satisfaction of the Minister and the Minister's nominee (acting reasonably);
 - (ii) ensure that all conditions of the EPBC Act Approval which relate to the Education Land or are required to be complied with prior to the creation of the separate lot for the Education Land or its development for use as a School are complied with (to the satisfaction of the Minister and the Minister's nominee, acting reasonably);
 - (iii) in accordance with the Subdivision Development Consent and all other relevant approvals, prepare and register a Plan of Subdivision to create a separate lot for the Education Land; and
 - (iv) after compliance with clause 1.1(a)(i) to (iii), transfer the Education Land to the Minister (or the Minister's nominee), at its own cost, subject to and in accordance with this Schedule 6 on the creation of the Education Land as a separate lot and must use all reasonable endeavours to do so by 14 February 2022 (**the Transfer Date**).
- (b) The Developer agrees that:
 - (i) the Education Land must be transferred before the issue of a Subdivision Certificate that will create the first Urban Lot on the Land or as otherwise agreed in writing by the Minister (in the Minister's absolute discretion);
 - (ii) the requirement in clause 1.1(b)(i) of this Schedule 6 is a restriction on the issue of a Subdivision Certificate within the meaning of section 6.15(1)(d) of the Act; and
 - (iii) if the EPBC Act Approval requires the further retirement of credits or payment to the Biodiversity Conservation Fund within the meaning of the *Biodiversity Conservation Act 2016* (NSW) in addition to that required under the Subdivision Development Consent in relation to the Education Land (including the development of the Education Land for the purposes of a School), then the Developer is responsible for procuring compliance with such requirement.
- (c) Notwithstanding any other provision of this deed, the Minister and the Minister's nominee are not required to accept transfer of the Education Land where:
 - (i) the EPBC Act Approval is granted subject to conditions which the Minister or the nominee considers render the Education Land unsuitable for use as a School;
 - (ii) in relation to the development of the Education Land for the purposes of a School, the Minister or the nominee considers that:
 - (A) biodiversity assessment is required under the *Biodiversity Conservation Act 2016*; or
 - (B) approval is required under the *Environment Protection and Biodiversity Conservation Act 2016* (Cth), in addition to the EPBC Act Approval.

- (d) In the event that the Minister provides notice to the Education Landowner and the Developer that the Education Land is not accepted for transfer:
 - (i) the Education Landowner has no further obligations under this Agreement;
 - (ii) clause 1.1(b) of this Schedule 6 ceases to apply;
 - (iii) Robin Pty. Limited (ACN 008 504 149), Poplars Developments Pty Ltd (ACN 128 465 887) and the Developer (or any one of them) cannot make a claim against the Minister (or the Minister's nominee) and each releases the Minister (and the nominee) from, and agrees that the Minister (and the nominee) are not liable for, any liability or loss arising from, and costs incurred in connection with, the performance of the Education Landowner's obligations under this Agreement or the Minister's (or the nominee's) failure to accept transfer of the Education Land; and
 - (iv) clause 1.1(d)(iii) of this Schedule operates as a deed poll in favour of the Minister's nominee.

1.2 Transfer of the Education land

- (a) The Education Landowner agrees to:
 - (i) procure the transfer of the Education Land to the Minister or Minister's nominee for a consideration of \$1;
 - (ii) promptly comply, or procure compliance with, any requisitions raised by the Registrar-General in relation to the transfer of the Education Land;
 - (iii) take any other necessary action to give effect to the transfer of the title of the Education Land to the Minister (or the nominee) free of all encumbrances and affectations, except:
 - (A) easements required under the conditions of the Subdivision Development Consent (provided that the Minister's nominee has agreed to the location, nature and terms of any such easement prior to its creation); or
 - (B) as may be agreed to by the Minister (acting reasonably) in writing.
- (b) The Education Landowner is to use all reasonable endeavours to procure the removal of registered dealing AQ895299, being the Planning Agreement between The Village Building Co. Limited, Poplars Developments Pty Ltd and Queanbeyan-Palerang Regional Council dated 5 June 2020, from the title of the Education Land prior to the transfer of that land to the Minister (or the nominee) or the Transfer Date (whichever is earlier).
- (c) The Education Landowner must pay all rates and Taxes owing in respect of the Education Land up to and including the date on which the Education Land is transferred to the Minister or Minister's nominee.

1.3 Other provisions relating to the Education Land

- (a) The parties acknowledge that Development Consent is required for a School to be erected on the Education Land.
- (b) The Education Landowner is to co-operate in good faith with the Minister (and the Minister's nominee) and provide any information, documentation or landowner's consent reasonably required by the Minister (or the nominee) in relation to the application for Development Consent and any other necessary approval.

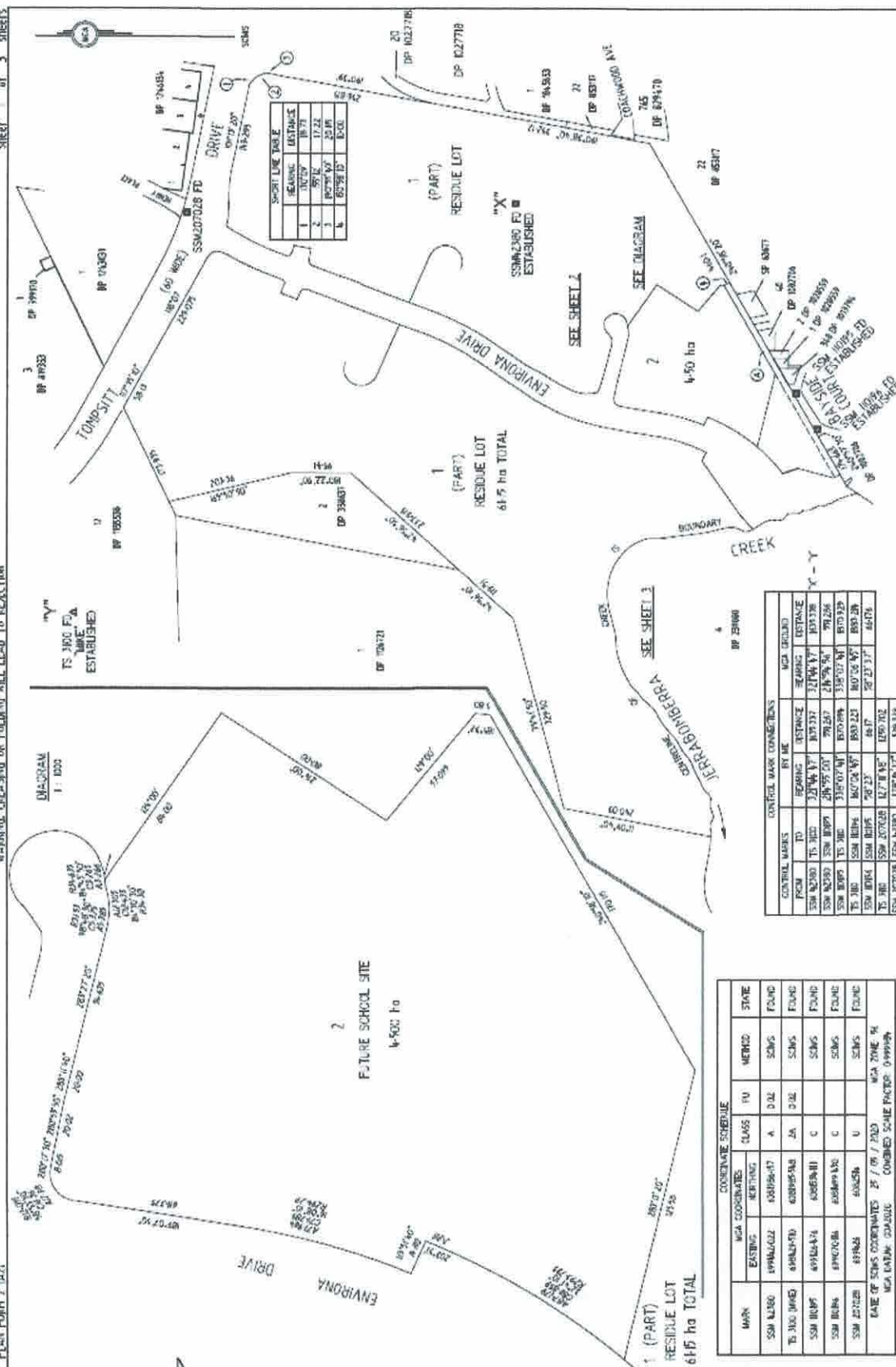
- (c) Robin Pty. Limited (ACN 008 504 149) and Poplars Developments Pty Ltd (ACN 128 465 887) each indemnifies and agrees to keep indemnified the Minister (and the Minister's nominee):
 - (i) against all claims made against the Minister (and the nominee) as a result of any Contamination that is required to be remediated by an Authority over the whole or any part of the Education Land but only in relation to Contamination that existed on or before the date that the Education Land is transferred to the Minister (or the nominee) and in respect of which either Robin Pty. Limited (ACN 008 504 149) or Poplars Developments Pty Ltd (ACN 128 465 887) would be (or would have been at any time prior to the transfer of the Education Land) the person responsible for the Contamination under section 6 of the CLM Act; and
 - (ii) in relation to any failure to comply with this Schedule 6.
- (d) Robin Pty. Limited (ACN 008 504 149) and Poplars Developments Pty Ltd (ACN 128 465 887) each acknowledges and agrees that clause 1.3(c) of this Schedule 6 operates as a deed poll in favour of the Minister's nominee.
- (e) Prior to the transfer of the Education Land, the Education Landowner must ensure that no action or activity is undertaken that will have a detrimental effect on the Education Land or that would render the Education Land unsuitable for use as a School except where such action or activity is:
 - (i) undertaken by an Authority (such as the Rural Fire Service); or
 - (ii) otherwise required by law.

2. Compulsory Acquisition

- (a) If the Education Landowner does not transfer the Education Land by the Transfer Date, then without limiting any other rights or remedies which the Minister may have under this deed or otherwise, the Minister may elect that the Minister's nominee may compulsorily acquire the whole or any part of the Education Land in accordance with the Acquisition Act, for the amount of \$1.
- (b) The Education Landowner agrees that:
 - (i) this clause 2 is an agreement between the Education Landowner and the Minister's nominee, for the purposes of section 30 of the Acquisition Act;
 - (ii) in this clause 2, the Education Landowner has agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition by the Minister's nominee.
- (c) If the Minister's nominee must pay compensation under Part 3 of the Acquisition Act to any person, other than the Education Landowner, in accordance with the compulsory acquisition arrangements under this clause 2, the Education Landowner:
 - (i) must reimburse the amount of that compensation to the Minister's nominee on request; and
 - (ii) indemnifies and agrees to keep indemnified the Minister's nominee against all claims made against the nominee pursuant to the Acquisition Act as a result of any acquisition by the nominee of the whole or any part of the Education Land under this clause 2.

- (d) The Education Landowner must pay the Minister and the Minister's nominee, promptly on demand, an amount equal to all costs, charges or expenses incurred by the Minister and the nominee in relation to the acquisition of the whole or any part of the Education Land as contemplated by this clause 2.
- (e) The Education Landowner indemnifies and agrees to keep indemnified the Minister's nominee against all claims made against the nominee as a result of any Contamination on the Education Land that is required to be remediated by an Authority but only in relation to Contamination that existed on or before the date that the Education Land is acquired by the nominee and in respect of which either Robin Pty. Limited (ACN 008 504 149) or Poplars Developments Pty Ltd (ACN 128 465 887) would be (or would have been at any time prior to the transfer of the Education Land) the person responsible for the Contamination under section 6 of the CLM Act.
- (f) The Education Landowner acknowledges and agrees that this clause 2 operates as a deed poll in favour of the Minister's nominee.

PLAN FORM 7 (A7)



COORDINATE SCHEDULE					STATE
MARK	MCA COORDINATES		CLASS	TU	MEMO
	EASTING	NORTHING			
SSA 12190	499446.022	433056.417	A	0.02	SCMS
TS 3103 (MCE)	499446.022	433056.518	AA	0.02	SCMS
SSA 12195	499446.474	433056.411	C		SCMS
SSA 12196	499446.781	433056.430	C		SCMS
SSA 22128	499446	433056.4	U		SCMS

DATE OF SOWS COORDINATES: 25 / 07 / 2020 MCA ZONE: 94
 MARKING: 100% COORDINATE SCALE FACTOR: 0.9999

CONTROL MARK CONNECTIONS				
CONTROL MARKS		FRT ME		WGA GROUND
PCSM	TV	REARING	DISTANCE	REARING
SSM 42300	TV 3002	321/44/17	87/332	321/44/17
SSM 42300	SSM 4009	248/55/51	77/261	248/55/51
SSM 42300	TV 3002	318/57/41	87/308	318/57/41
SSM 42300	SSM 4014	367/24/19	80/221	367/24/19
SSM 42300	SSM 4014	487/23	44/7	487/23
SSM 42300	SSM 4014	427/18/18	11/90/102	427/18/18
SSM 42300	SSM 4014	427/18/18	4/88/124	427/18/18

NOTES:

ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO SURVEY.
COUNCIL APPROVAL AND FINAL DESIGN

④ EASEMENT FOR ACCESS VARIABLE WIDTH

Survivor:

DAVID AMBROSE STONE

Surveyor's Ref. 25276-G5
20200710014251

SUBMISSION OF LOT 1 IN DP 1263364

Localty: ERRACONERA

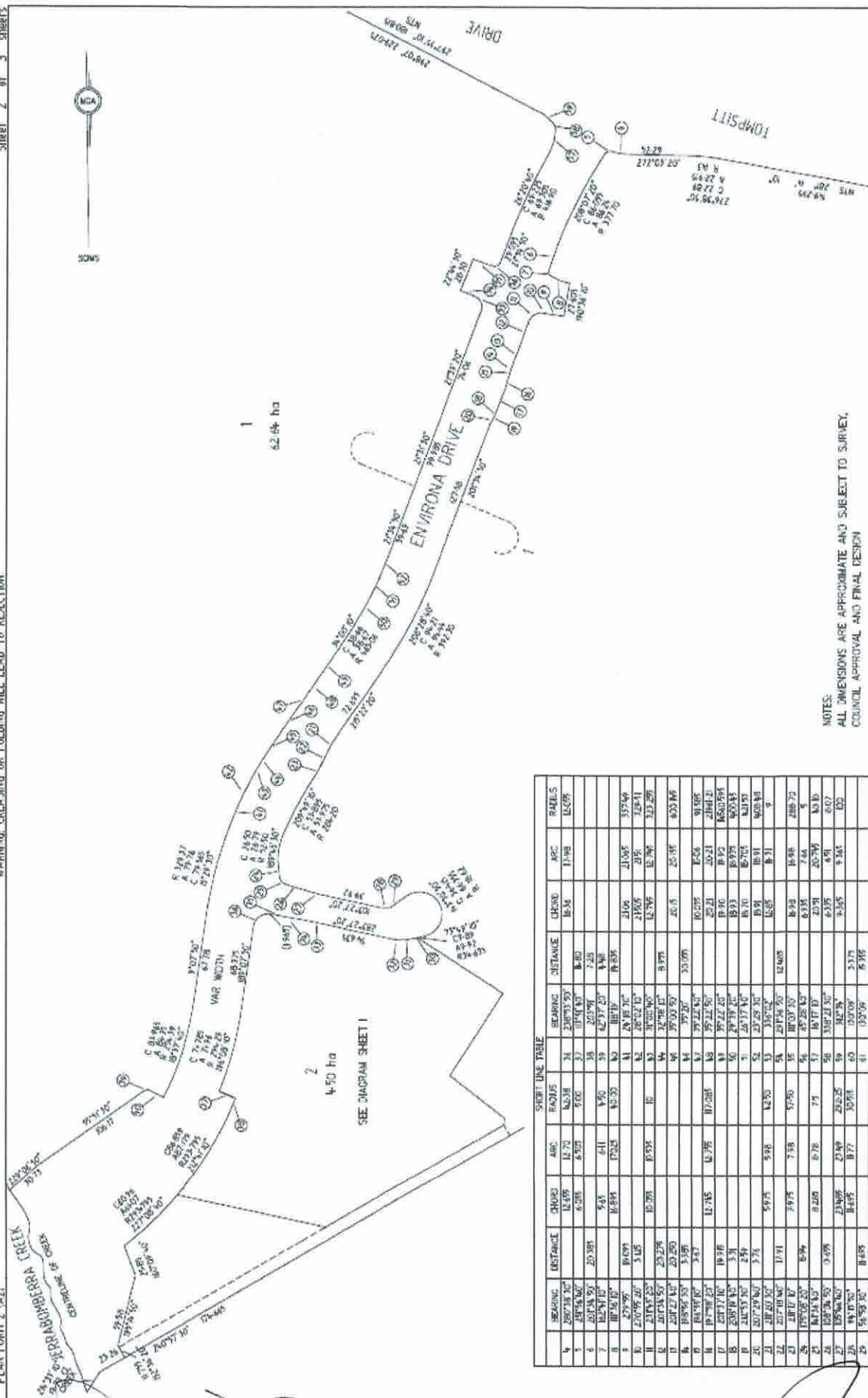
Lesepfeile sind in Ordnung.

no

Poglav
Maxwell
MIRIAM POGAVS

Robert

[illegible]



NOTES:
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO SURVEY,
COUNCIL APPROVAL AND FINAL DESIGN

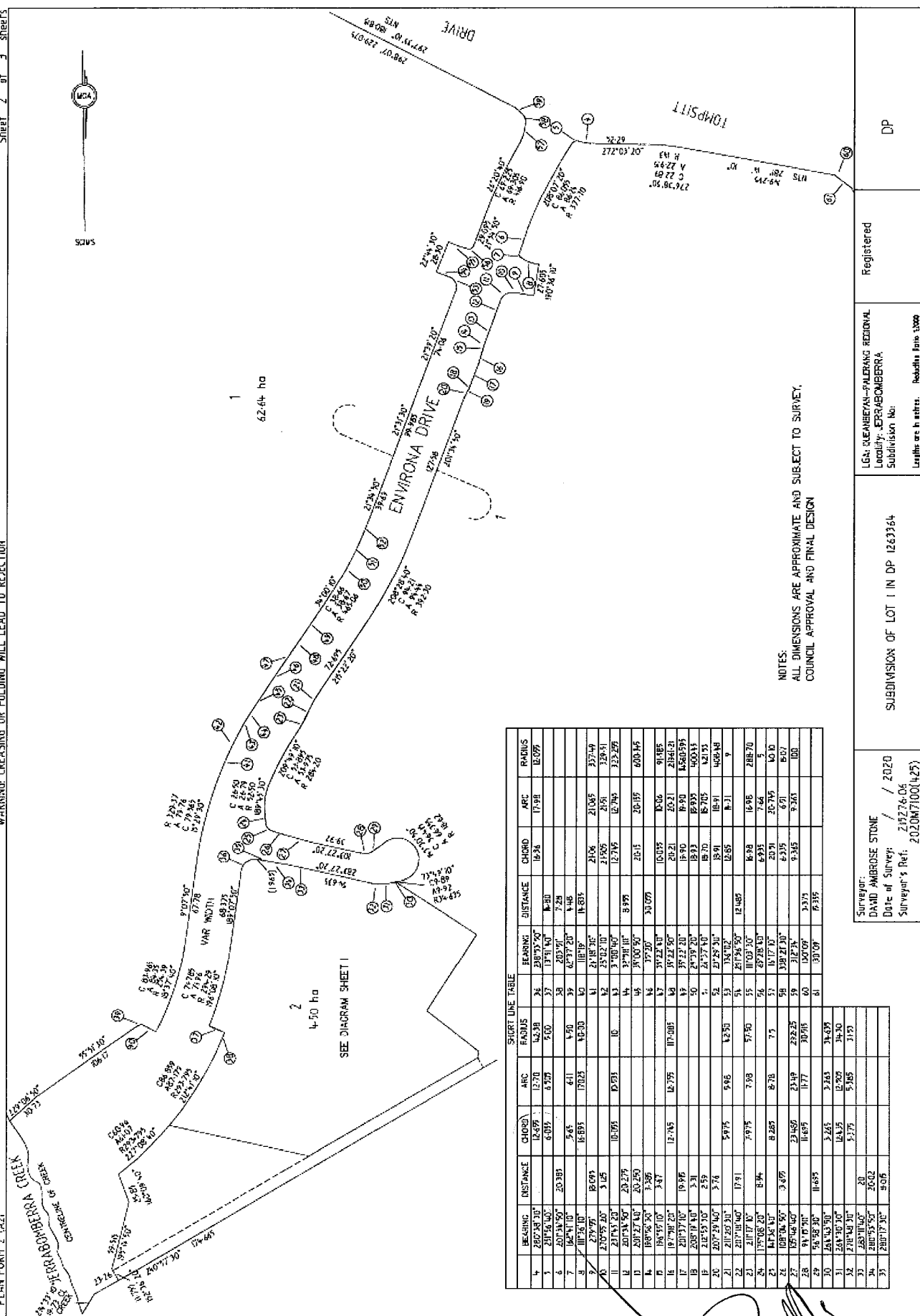
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Surveyor: DAVID AMBROSE STONE
Date of Survey: / / 2020
Surveyor's Ref: 219276-06
2020MT100(425)

SUBDIVISION OF LOT 1 IN DP 1263364

LG: CUENCA-VALANG RIBONAL Local: J. ERASMO Subdiv: N.º	Registered
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Leaffin is available in meters. Production from 2000



SUGER LINE TABLE						
BEARING	DISTANCE	CHORD	ARC	RADIUS	BEARING	DISTANCE
4	240° 38' 30"	12.439	12.780	142.338	36	240° 37' 50"
5	239° 56' 40"	12.439	12.780	142.338	37	240° 37' 10"
6	239° 14' 50"	12.439	12.780	142.338	38	240° 36' 30"
7	238° 33' 00"	12.439	12.780	142.338	39	240° 35' 50"
8	237° 51' 10"	12.439	12.780	142.338	40	240° 35' 10"
9	237° 09' 20"	12.439	12.780	142.338	41	240° 34' 30"
10	236° 27' 30"	12.439	12.780	142.338	42	240° 33' 50"
11	235° 45' 40"	12.439	12.780	142.338	43	240° 33' 10"
12	235° 03' 50"	12.439	12.780	142.338	44	240° 32' 30"
13	234° 22' 00"	12.439	12.780	142.338	45	240° 31' 50"
14	233° 40' 10"	12.439	12.780	142.338	46	240° 31' 10"
15	232° 58' 20"	12.439	12.780	142.338	47	240° 30' 30"
16	232° 16' 30"	12.439	12.780	142.338	48	240° 29' 50"
17	231° 34' 40"	12.439	12.780	142.338	49	240° 29' 10"
18	230° 52' 50"	12.439	12.780	142.338	50	240° 28' 30"
19	230° 11' 00"	12.439	12.780	142.338	51	240° 27' 50"
20	229° 29' 10"	12.439	12.780	142.338	52	240° 27' 10"
21	228° 47' 20"	12.439	12.780	142.338	53	240° 26' 30"
22	228° 05' 30"	12.439	12.780	142.338	54	240° 25' 50"
23	227° 23' 40"	12.439	12.780	142.338	55	240° 25' 10"
24	226° 41' 50"	12.439	12.780	142.338	56	240° 24' 30"
25	225° 59' 00"	12.439	12.780	142.338	57	240° 23' 50"
26	225° 17' 10"	12.439	12.780	142.338	58	240° 23' 10"
27	224° 35' 20"	12.439	12.780	142.338	59	240° 22' 30"
28	223° 53' 30"	12.439	12.780	142.338	60	240° 21' 50"
29	223° 11' 40"	12.439	12.780	142.338	61	240° 21' 10"
30	222° 29' 50"	12.439	12.780	142.338	62	240° 20' 30"
31	221° 48' 00"	12.439	12.780	142.338	63	240° 19' 50"
32	221° 06' 10"	12.439	12.780	142.338	64	240° 19' 10"
33	220° 24' 20"	12.439	12.780	142.338	65	240° 18' 30"
34	219° 42' 30"	12.439	12.780	142.338	66	240° 17' 50"
35	219° 00' 40"	12.439	12.780	142.338	67	240° 17' 10"
36	218° 18' 50"	12.439	12.780	142.338	68	240° 16' 30"
37	217° 37' 00"	12.439	12.780	142.338	69	240° 15' 50"
38	216° 55' 10"	12.439	12.780	142.338	70	240° 15' 10"
39	216° 13' 20"	12.439	12.780	142.338	71	240° 14' 30"
40	215° 31' 30"	12.439	12.780	142.338	72	240° 13' 50"
41	214° 49' 40"	12.439	12.780	142.338	73	240° 13' 10"
42	214° 07' 50"	12.439	12.780	142.338	74	240° 12' 30"
43	213° 26' 00"	12.439	12.780	142.338	75	240° 11' 50"
44	212° 44' 10"	12.439	12.780	142.338	76	240° 11' 10"
45	212° 02' 20"	12.439	12.780	142.338	77	240° 10' 30"
46	211° 20' 30"	12.439	12.780	142.338	78	240° 09' 50"
47	210° 38' 40"	12.439	12.780	142.338	79	240° 09' 10"
48	209° 56' 50"	12.439	12.780	142.338	80	240° 08' 30"
49	209° 15' 00"	12.439	12.780	142.338	81	240° 07' 50"
50	208° 33' 10"	12.439	12.780	142.338	82	240° 07' 10"
51	207° 51' 20"	12.439	12.780	142.338	83	240° 06' 30"
52	207° 09' 30"	12.439	12.780	142.338	84	240° 05' 50"
53	206° 27' 40"	12.439	12.780	142.338	85	240° 05' 10"
54	205° 45' 50"	12.439	12.780	142.338	86	240° 04' 30"
55	205° 04' 00"	12.439	12.780	142.338	87	240° 03' 50"
56	204° 22' 10"	12.439	12.780	142.338	88	240° 03' 10"
57	203° 40' 20"	12.439	12.780	142.338	89	240° 02' 30"
58	202° 58' 30"	12.439	12.780	142.338	90	240° 01' 50"
59	202° 16' 40"	12.439	12.780	142.338	91	240° 01' 10"
60	201° 34' 50"	12.439	12.780	142.338	92	240° 00' 30"
61	200° 53' 00"	12.439	12.780	142.338	93	240° 00' 50"
62	200° 11' 10"	12.439	12.780	142.338	94	240° 00' 10"
63	199° 29' 20"	12.439	12.780	142.338	95	240° 00' 30"
64	198° 47' 30"	12.439	12.780	142.338	96	240° 00' 50"
65	198° 05' 40"	12.439	12.780	142.338	97	240° 01' 10"
66	197° 23' 50"	12.439	12.780	142.338	98	240° 01' 30"
67	196° 42' 00"	12.439	12.780	142.338	99	240° 01' 50"
68	196° 00' 10"	12.439	12.780	142.338	100	240° 02' 10"
69	195° 18' 20"	12.439	12.780	142.338	101	240° 02' 30"
70	194° 36' 30"	12.439	12.780	142.338	102	240° 02' 50"
71	193° 54' 40"	12.439	12.780	142.338	103	240° 03' 10"
72	193° 12' 50"	12.439	12.780	142.338	104	240° 03' 30"
73	192° 31' 00"	12.439	12.780	142.338	105	240° 03' 50"
74	191° 49' 10"	12.439	12.780	142.338	106	240° 04' 10"
75	191° 07' 20"	12.439	12.780	142.338	107	240° 04' 30"
76	190° 25' 30"	12.439	12.780	142.338	108	240° 04' 50"
77	189° 43' 40"	12.439	12.780	142.338	109	240° 05' 10"
78	189° 01' 50"	12.439	12.780	142.338	110	240° 05' 30"
79	188° 19' 00"	12.439	12.780	142.338	111	240° 05' 50"
80	187° 37' 10"	12.439	12.780	142.338	112	240° 06' 10"
81	186° 55' 20"	12.439	12.780	142.338	113	240° 06' 30"
82	186° 13' 30"	12.439	12.780	142.338	114	240° 06' 50"
83	185° 31' 40"	12.439	12.780	142.338	115	240° 07' 10"
84	184° 49' 50"	12.439	12.780	142.338	116	240° 07' 30"
85	184° 08' 00"	12.439	12.780	142.338	117	240° 07' 50"
86	183° 26' 10"	12.439	12.780	142.338	118	240° 08' 10"
87	182° 44' 20"	12.439	12.780	142.338	119	240° 08' 30"
88	182° 02' 30"	12.439	12.780	142.338	120	240° 08' 50"
89	181° 20' 40"	12.439	12.780	142.338	121	240° 09' 10"
90	180° 38' 50"	12.439	12.780	142.338	122	240° 09' 30"
91	179° 57' 00"	12.439	12.780	142.338	123	240° 09' 50"
92	179° 15' 10"	12.439	12.780	142.338	124	240° 10' 10"
93	178° 33' 20"	12.439	12.780	142.338	125	240° 10' 30"
94	177° 51' 30"	12.439	12.780	142.338	126	240° 10' 50"
95	177° 09' 40"	12.439	12.780	142.338	127	240° 11' 10"
96	176° 27' 50"	12.439	12.780	142.338	128	240° 11' 30"
97	175° 46' 00"	12.439	12.780	142.338	129	240° 11' 50"
98	175° 04' 10"	12.439	12.780	142.338	130	240° 12' 10"
99	174° 22' 20"	12.439	12.780	142.338	131	240° 12' 30"
100	173° 40' 30"	12.439	12.780	142.338	132	240° 12' 50"
101	172° 58' 40"	12.439	12.780	142.338	133	240° 13' 10"
102	172° 16' 50"	12.439	12.780	142.338	134	240° 13' 30"
103	171° 35' 00"	12.439	12.780	142.338	135	240° 13' 50"
104	170° 53' 10"	12.439	12.780	142.338	136	240° 14' 10"
105	170° 11' 20"	12.439	12.780	142.338	137	240° 14' 30"
106	169° 29' 30"	12.439	12.780	142.338	138	240° 14' 50"
107	168° 47' 40"	12.439	12.780	142.338	139	240° 15' 10"
108	168° 05' 50"	12.439	12.780	142.338	140	240° 15' 30"
109	167° 24' 00"	12.439	12.780	142.338	141	240° 15' 50"
110	166° 42' 10"	12.439	12.780	142.338	142	240° 16' 10"
111	166° 00' 20"	12.439	12.780	142.338	143	240° 16' 30"
112	165° 18' 30"	12.439	12.780	142.338	144	240° 16' 50"
113	164° 36' 40"	12.439	12.780	142.338	145	240° 17' 10"
114	163° 54' 50"	12.439	12.780	142.338	146	240° 17' 30"
115	163° 13' 00"	12.439	12.780	142.338	147	240° 17' 50"
116	162° 31' 10"	12.439	12.780	142.338	148	240° 18' 10"
117	161° 49' 20"	12.439	12.780	142.338	149	240° 18' 30"
118	161° 07' 30"	12.439	12.780	142.338	150	240° 18' 50"
119	160° 25' 40"	12.439	12.780	142.338	151	240° 19' 10"
120	159° 43' 50"	12.439	12.780	142.338	152	240° 19' 30"
121	159° 02' 00"	12.439	12.780	142.338	153	240° 19' 50"
122	158° 20' 10"	12.439	12.780	142.338	154	240° 20' 10"
123	157° 38' 20"	12.439	12.780	142.338	155	240° 20' 30"
124	156° 56' 30"	12.439	12.780	142.338	156	240° 20' 50"
125	156° 14' 40"	12.439	12.780	142.338	157	240° 21' 10"
126	155° 32' 50"	12.439	12.780	142.338	158	240° 21' 30"
127	154° 51' 00"	12.439	12.780	142.338	159	240° 21' 50"
128	154° 09' 10"	12.439	12.780	142.338	160	240° 22' 10"
129	153° 27' 20"	12.439	12.780	142.338	161	240° 22' 30"
130	152° 45' 30"	12.439	12.780	142.338	162	240° 22' 50"
131	152° 03' 40"	12.439	12.780	142.338	163	240° 23' 10"
132	151° 21' 50"	12.439	12.780	142.338	164	240° 23' 30"
133	150° 39' 00"	12.439	12.780	142.338	165	240° 23' 50"
134	149° 57' 10"	12.439	12.780	142.338	166	240° 24' 10"
135	149° 15' 20"	12.439	12.780	142.338	167	240° 24' 30"
136	148° 33' 30"	12.439	12.780	142.338	168	240° 24' 50"
137	147° 51' 40"	12.439	12.780	142.338	169	240° 25' 10"
138	147° 09' 50"	12.439	12.780	142.338	170	240° 25' 30"
139	146° 28' 00"	12.439	12.780	142.338	171	240° 25' 50"
140	145° 46' 10"	12.439	12.780	142.338	172	240° 26' 10"
141	145° 04' 20"	12.439	12.780	142.338	173	240° 26' 30"
142	144° 22' 30"	12.439	12.780	142.338	174	240° 26' 50"
143	143° 40' 40"	12.439	12.780	142.338	175	240° 27' 10"
144	142° 58' 50"	12.439	12.780	142.338	176	240° 27' 30"
145	142° 17' 00"	12.439	12.780	142.338	177	240° 27' 50"
146	141° 35' 10"	12.439	12.780	142.338	178	240° 28' 10"
147	140° 53' 20"	12.439	12.780	142.338	179	240° 28' 30"
148	140° 11' 30"	12.439	12.780	142.338	180	240° 28' 50"
149						

NOTES:
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO SURVEY;
COUNCIL APPROVAL AND FINAL DESIGN

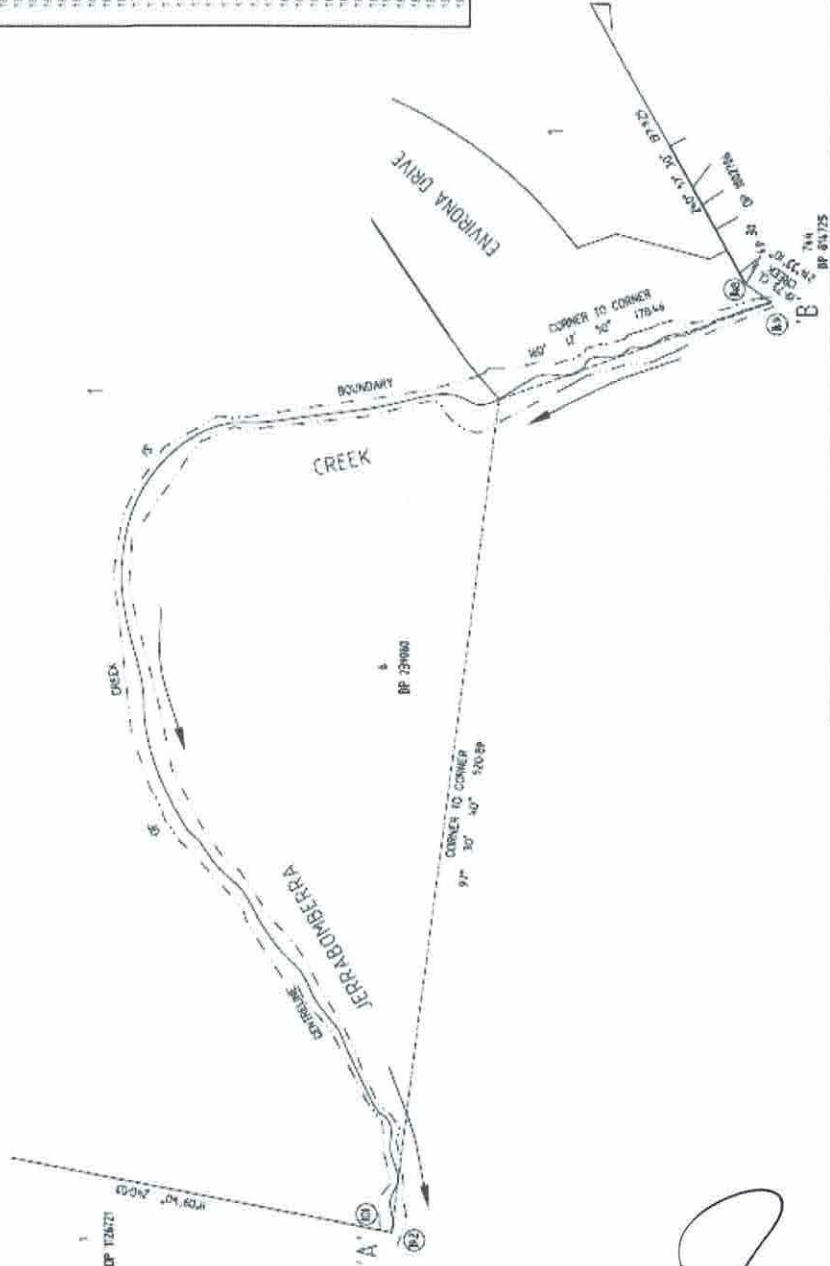
Surveyor: DAVID AMBROSE STONE Date of Survey: / / 2020 Surveyor's Ref: 205274.06 2020M710014251	SUBMISSION OF LOT 1 IN DP 1263364	LGA: QUEENSLAND PALERANG REGIONAL Locality: LEPYROMBERRA Subdivision No: Lengths are in metres. Radius: 1000	Registered DP
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2	20	50	80	90	100	110	120	130	140
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Maxwell
NETTOR BOLHRS

Robbin



LTD BANK UNITS				RD BANK UNITS				RD BANK UNITS				RD BANK UNITS			
LINE	REMARKS	3/3/52	3/3/52	LINE	REMARKS	3/3/52	3/3/52	LINE	REMARKS	3/3/52	3/3/52	LINE	REMARKS	3/3/52	3/3/52
1	217,500	217,500	217,500	51	120,785	120,785	120,785	101	250,000	250,000	250,000	141	100,000	100,000	100,000
2	3,357,358	13,075	13,075	52	88,537	88,537	88,537	102	100,000	100,000	100,000	142	100,000	100,000	100,000
3	3,357,358	13,075	13,075	53	88,537	88,537	88,537	103	100,000	100,000	100,000	143	100,000	100,000	100,000
4	3,357,358	13,075	13,075	54	88,537	88,537	88,537	104	100,000	100,000	100,000	144	100,000	100,000	100,000
5	3,357,358	13,075	13,075	55	88,537	88,537	88,537	105	100,000	100,000	100,000	145	100,000	100,000	100,000
6	3,357,358	13,075	13,075	56	88,537	88,537	88,537	106	100,000	100,000	100,000	146	100,000	100,000	100,000
7	3,357,358	13,075	13,075	57	88,537	88,537	88,537	107	100,000	100,000	100,000	147	100,000	100,000	100,000
8	3,357,358	13,075	13,075	58	88,537	88,537	88,537	108	100,000	100,000	100,000	148	100,000	100,000	100,000
9	3,357,358	13,075	13,075	59	88,537	88,537	88,537	109	100,000	100,000	100,000	149	100,000	100,000	100,000
10	3,357,358	13,075	13,075	60	88,537	88,537	88,537	110	100,000	100,000	100,000	150	100,000	100,000	100,000
11	3,357,358	13,075	13,075	61	88,537	88,537	88,537	111	100,000	100,000	100,000	151	100,000	100,000	100,000
12	3,357,358	13,075	13,075	62	88,537	88,537	88,537	112	100,000	100,000	100,000	152	100,000	100,000	100,000
13	3,357,358	13,075	13,075	63	88,537	88,537	88,537	113	100,000	100,000	100,000	153	100,000	100,000	100,000
14	3,357,358	13,075	13,075	64	88,537	88,537	88,537	114	100,000	100,000	100,000	154	100,000	100,000	100,000
15	3,357,358	13,075	13,075	65	88,537	88,537	88,537	115	100,000	100,000	100,000	155	100,000	100,000	100,000
16	3,357,358	13,075	13,075	66	88,537	88,537	88,537	116	100,000	100,000	100,000	156	100,000	100,000	100,000
17	3,357,358	13,075	13,075	67	88,537	88,537	88,537	117	100,000	100,000	100,000	157	100,000	100,000	100,000
18	3,357,358	13,075	13,075	68	88,537	88,537	88,537	118	100,000	100,000	100,000	158	100,000	100,000	100,000
19	3,357,358	13,075	13,075	69	88,537	88,537	88,537	119	100,000	100,000	100,000	159	100,000	100,000	100,000
20	3,357,358	13,075	13,075	70	88,537	88,537	88,537	120	100,000	100,000	100,000	160	100,000	100,000	100,000
21	3,357,358	13,075	13,075	71	88,537	88,537	88,537	121	100,000	100,000	100,000	161	100,000	100,000	100,000
22	3,357,358	13,075	13,075	72	88,537	88,537	88,537	122	100,000	100,000	100,000	162	100,000	100,000	100,000
23	3,357,358	13,075	13,075	73	88,537	88,537	88,537	123	100,000	100,000	100,000	163	100,000	100,000	100,000
24	3,357,358	13,075	13,075	74	88,537	88,537	88,537	124	100,000	100,000	100,000	164	100,000	100,000	100,000
25	3,357,358	13,075	13,075	75	88,537	88,537	88,537	125	100,000	100,000	100,000	165	100,000	100,000	100,000
26	3,357,358	13,075	13,075	76	88,537	88,537	88,537	126	100,000	100,000	100,000	166	100,000	100,000	100,000
27	3,357,358	13,075	13,075	77	88,537	88,537	88,537	127	100,000	100,000	100,000	167	100,000	100,000	100,000
28	3,357,358	13,075	13,075	78	88,537	88,537	88,537	128	100,000	100,000	100,000	168	100,000	100,000	100,000
29	3,357,358	13,075	13,075	79	88,537	88,537	88,537	129	100,000	100,000	100,000	169	100,000	100,000	100,000
30	3,357,358	13,075	13,075	80	88,537	88,537	88,537	130	100,000	100,000	100,000	170	100,000	100,000	100,000
31	3,357,358	13,075	13,075	81	88,537	88,537	88,537	131	100,000	100,000	100,000	171	100,000	100,000	100,000
32	3,357,358	13,075	13,075	82	88,537	88,537	88,537	132	100,000	100,000	100,000	172	100,000	100,000	100,000
33	3,357,358	13,075	13,075	83	88,537	88,537	88,537	133	100,000	100,000	100,000	173	100,000	100,000	100,000
34	3,357,358	13,075	13,075	84	88,537	88,537	88,537	134	100,000	100,000	100,000	174	100,000	100,000	100,000
35	3,357,358	13,075	13,075	85	88,537	88,537	88,537	135	100,000	100,000	100,000	175	100,000	100,000	100,000
36	3,357,358	13,075	13,075	86	88,537	88,537	88,537	136	100,000	100,000	100,000	176	100,000	100,000	100,000
37	3,357,358	13,075	13,075	87	88,537	88,537	88,537	137	100,000	100,000	100,000	177	100,000	100,000	100,000
38	3,357,358	13,075	13,075	88	88,537	88,537	88,537	138	100,000	100,000	100,000	178	100,000	100,000	100,000
39	3,357,358	13,075	13,075	89	88,537	88,537	88,537	139	100,000	100,000	100,000	179	100,000	100,000	100,000
40	3,357,358	13,075	13,075	90	88,537	88,537	88,537	140	100,000	100,000	100,000	180	100,000	100,000	100,000
41	3,357,358	13,075	13,075	91	88,537	88,537	88,537	141	100,000	100,000	100,000	181	100,000	100,000	100,000
42	3,357,358	13,075	13,075	92	88,537	88,537	88,537	142	100,000	100,000	100,000	182	100,000	100,000	100,000
43	3,357,358	13,075	13,075	93	88,537	88,537	88,537	143	100,000	100,000	100,000	183	100,000	100,000	100,000
44	3,357,358	13,075	13,075	94	88,537	88,537	88,537	144	100,000	100,000	100,000	184	100,000	100,000	100,000
45	3,357,358	13,075	13,075	95	88,537	88,537	88,537	145	100,000	100,000	100,000	185	100,000	100,000	100,000
46	3,357,358	13,075	13,075	96	88,537	88,537	88,537	146	100,000	100,000	100,000	186	100,000	100,000	100,000
47	3,357,358	13,075	13,075	97	88,537	88,537	88,537	147	100,000	100,000	100,000	187	100,000	100,000	100,000
48	3,357,358	13,075	13,075	98	88,537	88,537	88,537	148	100,000	100,000	100,000	188	100,000	100,000	100,000
49	3,357,358	13,075	13,075	99	88,537	88,537	88,537	149	100,000	100,000	100,000	189	100,000	100,000	100,000
50	3,357,358	13,075	13,075	100	88,537	88,537	88,537	150	100,000	100,000	100,000	190	100,000	100,000	100,000

NOTES:
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO SURVEY.
COUNCIL APPROVAL AND FINAL DESIGN

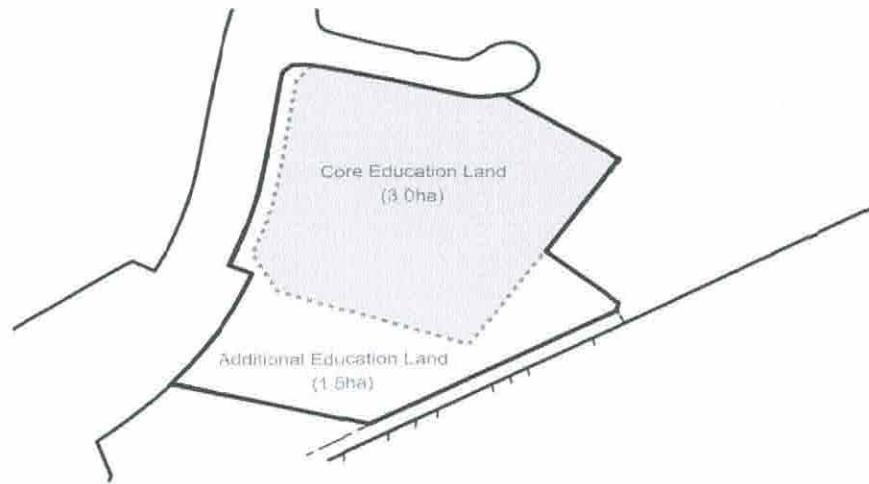
SUBDIVISION OF LOT 1 IN DE 1263364

LGA: QUEENSLAND—PALERANG REGIONAL
Locality: TERRACOMBERRA
Subdivision: None

Registered

DP

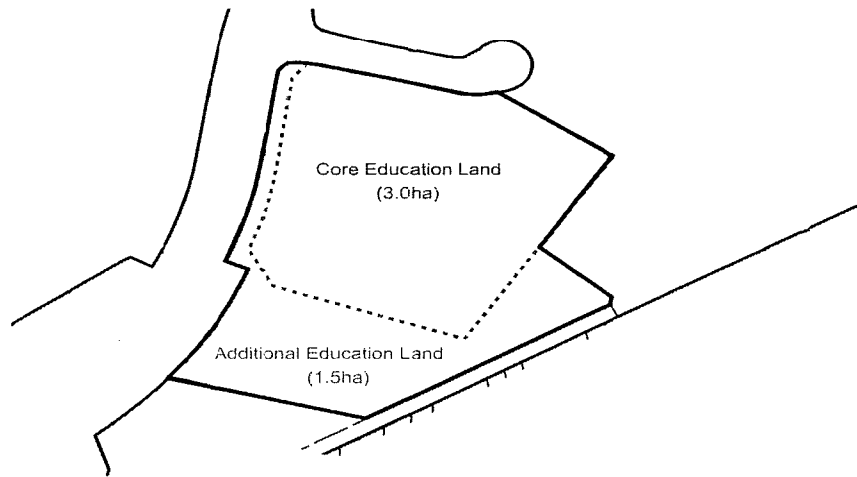
Annexure B: Core Education Land and Additional Education Land




Maxwell
DIRECTOR, POPLARS


Robin

Annexure B: Core Education Land and Additional Education Land



21

Execution page

Executed as a deed

Executed in counterparts

Signed, sealed and delivered by the **Minister for Planning and Public Spaces** (ABN 20 770 707 468), in the presence of:

.....
Signature of witness

.....
Signature of delegate of the Minister for Planning and Public Spaces

.....
Name of witness in full

.....
Name of delegate of the Minister for Planning and Public Spaces

.....
Address of witness

*I have signed a counterpart of the deed, having witnessed the signing of the deed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000*.

Signed, sealed and delivered by **The Village Building Co. Limited** (ACN 056 509 025) in its capacity as trustee for **Canberra Estates Consortium No 4 Pty Limited** (ACN 097 260 930) in accordance with section 127 of the Corporations Act 2001:

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director in full

.....
Name of Director/Secretary in full

Execution page

Executed as a deed

Executed in counterparts

Signed, sealed and delivered by the **Minister for Planning and Public Spaces** (ABN 20 770 707 468), in the presence of:

.....
Signature of witness

.....
Signature of delegate of the Minister for Planning and Public Spaces

.....
Name of witness in full

.....
Name of delegate of the Minister for Planning and Public Spaces

.....
Address of witness

*I have signed a counterpart of the deed, having witnessed the signing of the deed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000*.

Signed, sealed and delivered by **The Village Building Co. Limited** (ACN 056 509 025) in its capacity as trustee for **Canberra Estates Consortium No 4 Pty Limited** (ACN 097 260 930) in accordance with section 127 of the Corporations Act 2001.

.....
Signature of Director

MICHAEL DE SIMONE

.....
Name of Director in full

.....
Signature of Director/Secretary

.....
Name of Director/Secretary in full

Signed, sealed and delivered by The Village Building Co. Limited (ACN 056 509 025) in its capacity as trustee for **Village No 25 Pty Limited** (ACN 620 656 313) in accordance with section 127 of the Corporations Act 2001:

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director in full

.....
Name of Director/Secretary in full

Signed, sealed and delivered by Canberra Estates Consortium No 69 Pty Limited (ACN 622 506 227) in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

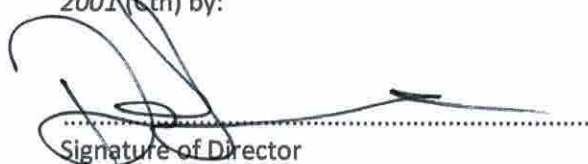
.....
Signature of Director

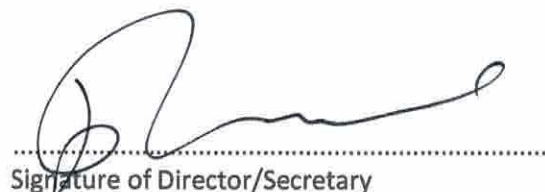
.....
Signature of Director/Secretary

.....
Name of Director in full

.....
Name of Director/Secretary in full

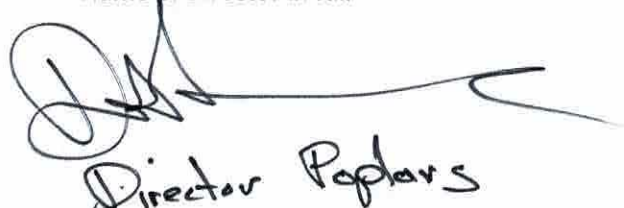
Signed, sealed and delivered by Robin Pty. Limited (ACN 008 504 149) in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

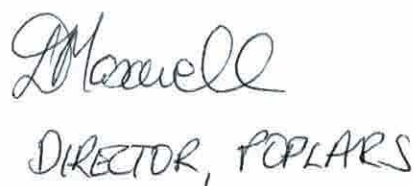

.....
Signature of Director


.....
Signature of Director/Secretary

DAVID H.T. LARCOMBE
.....
Name of Director in full

JAMES W.P. LARCOMBE
.....
Name of Director/Secretary in full


Director Poplars


DIRECTOR, POPLARS

Signed, sealed and delivered by The Village Building Co. Limited (ACN 056 509 025) in its capacity as trustee for **Village No 25 Pty Limited** (ACN 620 656 313) in accordance with section 127 of the Corporations Act 2001:

.....
Signature of Director

MICHAEL DE SIMONE

.....
Name of Director in full

.....
Signature of Director/Secretary

.....
Name of Director/Secretary in full

Signed, sealed and delivered by Canberra Estates Consortium No 69 Pty Limited (ACN 622 506 227) in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

.....
Signature of Director

MICHAEL DE SIMONE

.....
Name of Director in full

.....
Signature of Director/Secretary

.....
Name of Director/Secretary in full

Signed, sealed and delivered by Robin Pty. Limited (ACN 008 504 149) in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

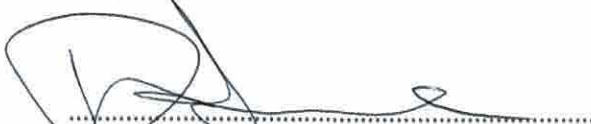
.....
Signature of Director

.....
Name of Director in full

.....
Signature of Director/Secretary

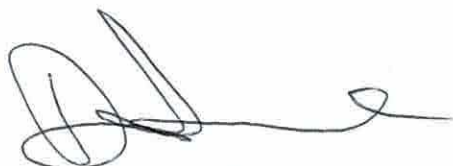
.....
Name of Director/Secretary in full

Signed, sealed and delivered by Poplars
Developments Pty Ltd (ACN 128 465 887) in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by:



.....
Signature of Director

DAVID H.T. LARCOMBE
.....
Name of Director in full




Director Robin



.....
Signature of Director/Secretary

DAVID MAXWELL
.....
Name of Director/Secretary in full



Director Robin

Signed, sealed and delivered by **Poplars
Developments Pty Ltd** (ACN 128 465 887) in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by:

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director in full

.....
Name of Director/Secretary in full

A handwritten signature in black ink, consisting of a large, stylized 'W' or 'M' shape followed by a vertical line with a circular flourish at the top.