

PLANNING AGREEMENT

Shellharbour City Council

and

NPA Developments Pty Ltd

Date: 31 October 2018

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Planning Agreement

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PLANNING AGREEMENT

Date

Parties

Shellharbour City Council of 76 Cygnet Avenue, Shellharbour City Centre,
New South Wales 2529

(Council)

NPA Developments Pty Ltd ACN 600 387 666 of 276 Keira Street,
Wollongong New South Wales 2500

(Developer)

Background

- A. The Developer is the owner of the Land for Registration and is entitled to act upon the Development Consent.
- B. Condition 4 of the Development Consent requires a planning agreement to be entered into by the Developer requiring the design and construction of the Works at the intersection of Benson Avenue and Lamerton Crescent, Shellharbour in the road reserve adjacent to the Land for Registration.
- C. The Developer offered to enter into this Agreement by letter to the Council dated 11 August 2016.
- D. The Council and the Developer wish to enter into this Agreement to make provision for the carrying out of the Works by the Developer in satisfaction of the Developer's obligation under condition 4.
- E. In accordance with condition 4 the Developer is complete the works prior to the issue of any occupation certificate for the Development

Operative provisions

1 Planning agreement under the Act

- 1.1 The Parties agree that this Agreement is a planning agreement:
- 1.1.1 within the meaning set out in section 7.4 of the Act; and
 - 1.1.2 governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.

2 Application of this Agreement

- 2.1 This Agreement applies to the Land for Registration and the Development.

3 Operation of this Agreement

- 3.1 The Agreement takes effect once executed by both parties. Execution of the agreement may be done in counterparts that together form the Agreement

Agreement

4. Definitions and Interpretation

- 4.1. In this Agreement the following definitions apply:

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

Complete, Completed & Completion means, with respect to the Works, that they have been completion of them as required under this Agreement.

Completion Notice means the notice in writing by the Developer given in accordance with clause 13.

Contributions Plan means the Shellharbour City Council Section 94 Development Contributions Plan 2016 – 8th Review Amendment 1 made by the Council under s7.18 of the Act, and adopted by the Council on 8 March 2017.

Defects Liability Period means the period of twelve (12) months, commencing on the date of the notice referred to in clause 13.3(a).

Dealing, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land.

Development means Shop Top Housing Development (Five Storeys high) – 162 Residential Apartments, Four Commercial Tenancies and Two Lot Subdivision (Staged Development).

Stage 1 - 69 Apartments, Two Commercial Tenancies, Basement Carpark, Private Access Road and Two Lot Subdivision

Stage 2 – 93 Apartments, Two Commercial Tenancy and Basement Carpark

as approved by the Development Consent.

Development Application means development application DA0029/2016 made by the Developer to the Council on 2 February 2016.

Development Consent means the development consent granted by the Joint Regional Planning Panel (Southern Region) No. 20029/2016 on 23 November 2016 as modified to date.

Development Contribution means a monetary contribution or the dedication of land free of cost or the provision of a material public benefit.

GST has the same meaning as in the GST Law.

GST Law has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Item of Works means an item of the Works.

Land means the land specified or described in Schedule 1.

Land for Registration means Lot 1 & 2 DP 1231355, 4-6 Benson Avenue, Shellharbour City Centre NSW 2529

Location Plan means the plan contained in Schedule 2.

PCA means Principal Certifying Authority and has the same meaning as in the Act.

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

RMS means the NSW Government Agency - Roads and Maritime Services.

WAD means a RMS Works Authorisation Deed for carrying out of the Works.

Works means the works specified or described in Schedule 3 to this Agreement.

Works-As-Executed-Plan means detailed plans and specifications of the completed Works.

- 4.2. In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
- 4.2.1. Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
 - 4.2.2. A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
 - 4.2.3. If the day on which any act, matter or thing is to be done, under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
 - 4.2.4. A reference in this Agreement to dollars or \$ means Australian dollars and all amounts, payable under this Agreement are payable in Australian dollars.

- 4.2.5. A reference in this Agreement to any law, legislation or legislative, provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 4.2.6. A reference to an applicable law includes a reference to anything required to be done by or under the law in relation to the Works, including anything required to be done by reason of a requirement lawfully imposed by a person or body exercising functions under the law.
- 4.2.7. A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 4.2.8. A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- 4.2.9. An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 4.2.10. Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 4.2.11. A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other gender.
- 4.2.12. References to the word 'include' or 'including' are to be construed without limitation.
- 4.2.13. A reference to this Agreement includes the agreement recorded in this Agreement.
- 4.2.14. A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- 4.2.15. Any schedules, appendices and attachments form part of this Agreement.

5. Development Contributions to be made under this Agreement

- 5.1. See clause 10.

6. Application of the Development Contributions

- 6.1. This agreement does not exclude the application of section 7.11, 7.12 or 7.24 of the Act to the Development.
- 6.2. The benefits of this agreement are excluded from consideration for the purposes of Section 7.11(6) of the Act.

7. Registration of this Agreement

7.1. Registration

- 7.1.1. This agreement is to be registered on the title of the Land for Registration pursuant to section 7.6 of the Act.

- 7.1.2. In that regard, the Developer warrants that it is the owner of the Land for Registration and has obtained the consent of all persons with other interests in that land to the registration of this Agreement.

7.2. Obligations of the Developers

- 7.2.1 The Developer must on execution provide the Council with a request in registrable form for registration of this Agreement on the title to the Land for Registration.
- 7.2.2 The Developer must pay any reasonable costs incurred by Council in undertaking that registration.

7.3. Removal of agreement

- 7.3.1. The Developer may at any time request that Council consent to the removal of the registration of this agreement from the title of the Land for Registration after it has been registered pursuant to clause 7.1 (Removal Request).
- 7.3.2. The Council must consent to any Removal Request made after the remedying of any defects arising during the Defects Liability Period and must then do all things necessary to allow for the removal of this agreement subject to payment by the Developer of its reasonable costs.
- 7.3.3. At any earlier time, the Council may at its discretion consent to the Removal Request and if it does so:
- a. Council must do all things necessary to allow for the removal of this agreement under paragraph (1) subject to the payment by the Developer of its reasonable costs; and
 - b. simultaneously upon that removal if requested by Council, the Developer must do all things necessary to register either:
 - i. a public positive covenant;
 - ii. an easement; or
 - iii. other such instrument that is acceptable to Council,on the title of the Land for Registration and pay any reasonable costs incurred by Council.

8. Review of this Agreement

- 8.1. If either Party requests, a review of the whole or any part of this agreement, then the Parties must use their best endeavours, acting in good faith, to review this agreement in accordance with that request.
- 8.2. If the Parties agree to amend this agreement as a result of a review conducted under clause 8.1 then any such amendment must be made:
- 8.2.1. in writing signed by both Parties;

8.2.2. in accordance with the Act, or any Regulations in force under the Act..

9. Approvals and Consent

- 9.1. The developer must prior to commencement of the Works:
- 9.1.1. Prepare, submit and obtain the approval of the RMS and Council of detailed design plans for construction of the Works.
 - 9.1.2. Apply for and obtain all relevant approvals under the Roads Act;
- 9.2. Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement subject to any reasonable conditions determined by the Party, such approval or consent is not to be unreasonably withheld.

10. Obligation to Carry Out Works

- 10.1. The Developer is to carry out and Complete the Works subject to this clause.
- 10.2. The Developer's obligation under this clause exists irrespective of whether the Developer:
- 10.2.1. carries out the Works itself, or
 - 10.2.2. enters into an agreement with another person under which the other person carries, out the Works for or on the Developer's behalf.
- 10.3. The Developer is to carry out and complete the Works in a good and workmanlike manner having regard to the intended purpose of the Works and otherwise to the satisfaction of Council in accordance with:
- 10.3.1. the Development Consent;
 - 10.3.2. AS1742;
 - 10.3.3. Development Specification of Civil Works Design and Construction; and
 - 10.3.4. the approval of the RMS and Council
- except to the extent it is inconsistent with the Development Consent or an applicable law.
- 10.4. It is the Developer's responsibility to ensure that everything necessary for the proper performance of its obligations under this Agreement is supplied or made available.

11. Ownership of Works, etc

- 11.1. Nothing in, or done under, this Agreement gives the Developer any right, title or interest in the Works or the land on which they are situated.

12. Determination of Value

- 12.1 For the purposes of this Agreement, the Parties acknowledge that the Value of the Works for the purposes of reimbursement by Council under clause 13 is determined in accordance with, the Contributions Plan being \$308,621 (Ex GST).
- 12.2 If the Developer's actual cost of carrying out the Works, including any costs incurred pursuant to this Agreement, determined at the date on which the Works are Completed, differs from the Value of the Works, then no party to this Agreement shall be entitled to claim credit or reimbursement, as the case may be, for the difference.

13. Completion Notice

13.1. Completion Notice

The Developer must provide a Completion Notice to Council within fourteen (14) days of it considering that it has completed the Works.

13.2. Council to Inspect

Council must inspect the Works within fourteen (14) days of receipt of that Notice.

13.3. Notice by Council

Within fourteen (14) days of inspecting the Works, Council must provide notice in writing to the Developer that the Works:

- a. have been Completed; or
- b. have not been Completed, in which case the notice must also detail:
 - i. those aspects of the Works which have not been Completed; and
 - ii. the work Council requires the Developer to carry out in order to rectify those deficiencies.

13.4. Effect of Council Notice

13.4.1. Where Council serves notice on the Developer pursuant to clause 13.3a, the Council must:

Pay to the Developer by means of Cheque or EFT 90% of the Value of the Works as determined in accordance with clause 12 within fourteen (14) days.

13.4.2. An occupation certificate for the Development is not to be issued prior to the Council issuing a notice under clause 13.3a.

13.4.3. Where Council serves notice on the Developer pursuant to clause 13.3b, the Developer must:

- a. rectify the deficiencies in accordance with that notice within twenty-eight (28) days from the date it is issued by Council; or

- b. serve a notice on Council that it disputes the matters set out in the notice.

13.4.4. Where the Developer rectifies the Works in accordance with clause 13.4.3a, it must then serve upon Council a new Completion Notice.

13.4.5. The provisions of clause 13.2-13.4 (inclusive, but not 13.4.1(a)) apply in relation to any new Completion Notice issued by the Developer.

13.4.6. Subject to any liability to remedy defects under clause 14.3, the Developer has no responsibility for the maintenance of the Works following Completion.

14. Defects Liability

14.1. Defects Notice

Where the Works are Complete but contains a material defect which:

- a. adversely affects the ordinary use and/or enjoyment of the Works; or
- b. will require maintenance or rectification works to be performed as a result of the existence of the defect (Defect);

Council may issue a defects notice (Defects Notice) concerning the Works, but only within the Defects Liability Period.

14.2. Information

A Defects Notice must contain the following information:

- a. the nature and extent of the Defect;
- b. the work Council requires the Developer to carry out in order to rectify the Defect; and
- c. the time within which the Defect must be rectified (which must be a reasonable time and not less than fourteen (14) days).

14.3. Developer to Rectify Defects

14.3.1. The Developer must rectify the Defects contained with a Defects Notice as soon as practicable after receipt of the Defects Notice.

14.3.2. The Developer must follow the procedure set out in clause 13 in respect of the rectification of any Defect.

14.4. Right of Council to Step In

Council may, at its discretion, rectify a Defect set out in the Defects Notice where the Developer has failed to comply with a Defects Notice, but only after giving the Developer fourteen (14) days written notice to the Developer of its intention to do so.

14.5. Costs of Council

Where Council exercises its step-in rights under clause 14.4, all reasonable costs incurred by Council in rectifying the relevant Defects may be claimed by Council as a liquidated debt owed

by the Developer and may be set off against any payment required by the Council to the Developer in respect of the Works.

14.6. Payment of Balance of Value of the Works

The balance of the Value of the Works must be paid by Council to the Developer by means of Cheque or EFT within 14 days of request by the Developer after the end of the Defects Liability Period.

15. Effect of Developer's Compliance with this Agreement

15.1. The Parties agree that the entering into this Agreement constitutes full and final satisfaction of the requirement at condition 4 of the Development Consent.

16. Access to the Land

16.1. Subject to any applicable law, and to the extent that the Council has power, the Council authorises the Developer to enter the land on which the Works are to be carried out for the purposes of this Agreement.

17. Protection of People and Property

17.1. The Developer is to ensure in relation to the carrying out of the Works that:

- 17.1.1. necessary measures are taken to protect people and property, and
- 17.1.2. unnecessary interference with the passage of people and vehicles does not occur,
- 17.1.3. existing driveways are not interfered with or damaged; and
- 17.1.4. nuisances and unreasonable noise and other disturbance are prevented.

18. Damage and Repairs to the Works

18.1. The Developer, at its own cost, is to repair and make good to the satisfaction of the Council any loss or damage to the Works from any cause reasonably within the control of the Developer which occurs prior to the date on which the Works are the subject of a notice by Council pursuant to clause 13.3a of this Agreement.

19. Clean Up

19.1. Before the date any Completion Notice pursuant to clause 13.1 is given by the Developer, the Developer is to remove from the land on which the Works are constructed:

- 19.1.1. any rubbish or surplus material, and
- 19.1.2. any temporary works, and
- 19.1.3. any construction plant and equipment;

relating to the carrying out of the Works as the case requires.

20. Works as Executed

20.1. Works-As-Executed-Plan

On the giving of a notice under clause 13.1, the Developer is to submit to the Council and RMS a full Works-As-Executed-Plan in respect of the Works the subject of the notice to the satisfaction of the Council and RMS.

21. Indemnity and Insurance and Release

- 21.1. The Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising in connection with the carrying out by the Developer of the Works and any other obligation under this Agreement.
- 21.2. The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to the Works up until Completion:
- 21.2.1. public liability insurance for at least \$20.0 million for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to Council and any third party;
 - 21.2.2. contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works;
 - 21.2.3. workers compensation insurance as required by law, and
 - 21.2.4. any other insurance required by law.
- 21.3. If the Developer fails to comply with clause 21.2, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including by way of set off against moneys due from the Council to the Developer for the Works.
- 21.4. The Developer is not to commence to carry out the Works unless it has first provided to the Council satisfactory written evidence of all the insurances specified in this clause.
- 21.5. The Developer releases the Council from any claim it may have against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to only the extent that, the claim arises because of the Council's negligence.
- 21.6. The Developer otherwise performs this Deed at its own risk and its own cost.

22. Provision of Security

- 22.1 Prior to commencement of construction of the Works, or such timing as directed by RMS, the Developer is to provide to RMS any security required under a WAD.

23. Assignment, etc.

- 23.1. Unless the matters specified in this clause are satisfied, the Developer is not to assign or novate to any person the Developer's rights or obligations under this Agreement.
- 23.2. The matters required to be satisfied for the purposes of this clause are as follows:
- 23.2.1. the Developer has, at no cost to the Council, first procured the execution by the person to whom the Developer's rights or obligations under this Agreement are to be assigned or novated, of an agreement in favour of the Council on equivalent terms to this agreement, and
- 23.2.2. the Council, by notice in writing to the Developer, has stated that evidence satisfactory to the Council has been produced to show that the assignee or novate, is reasonably capable of performing its obligations under the Agreement, and
- 23.2.3. the Developer is not in breach of this Agreement.
- 23.3. To avoid doubt, nothing in this clause is intended to operate to avoid the effect of s7.6(3) of the Act.

24. Dispute Resolution - Mediation

- 24.1 This clause applies to any dispute under this Agreement.
- 24.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 24.3 If a notice is given under 24.2, the Parties are to meet within fourteen (14) days of the notice in an attempt to resolve the dispute.
- 24.4 If the dispute is not resolved within a further twenty eight (28) days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of the Law Society, or the President's nominee, to select a mediator.
- 24.5 If the dispute is not resolved by mediation within a further twenty eight (28) days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

25. Arbitration Excluded

- 25.1 The arbitration of any dispute between the Parties arising under or in connection with Agreement is expressly excluded.'

26. Failure to Carry out Works

- 26.1. If the Council considers the Developer is in breach of any obligation under this Agreement relating to the carrying out of the Works, the Council is to give the Developer a notice requiring:

- 26.1.1. the breach to be rectified to the Council's satisfaction, or
- 26.1.2. the carrying out of the Works immediately cease and the breach to be rectified to the Council's satisfaction.
- 26.2. A notice given under this clause is to allow the Developer a period of not less than twenty eight (28) days to rectify the breach.
- 26.3. A notice given under this clause does not prevent the Developer from rectifying the breach the subject of the Notice to the Council's satisfaction.

27. Notices

- 27.1. Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
 - 27.1.1. delivered or posted to that Party at its address set out in Schedule 4.
 - 27.1.2. faxed to that Party at its fax number set out in Schedule 4.
 - 27.1.3. emailed to that Party at its email address set out in Schedule 4.
- 27.2. If a Party gives the other Party 3 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.
- 27.3. Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 27.3.1. delivered, when it is left at the relevant address by post, 2 business days after it is posted.
 - 27.3.2. sent by fax, as soon as the sender receives/from the sender's fax machine a report of an error free transmission to the correct fax number.
- 27.4. If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

28. Miscellaneous

- 28.1. Obligation to act in good faith

The parties must at all times:

- 28.1.1. Cooperate and use their best endeavours to give effect to the objective of transaction the subject of this agreement;
- 28.1.2. Not unreasonable delay any action direction, determination or decision which is required of them;

28.1.3. Make approvals or decisions that are required of them in good faith and in a manner consistent with the completion of the transaction set out in this agreement; and

28.1.4. Be just and faithful in their activities and dealings with the other parties.

29. Costs

29.1. The Developer is to pay its and Council's reasonable costs as incurred with regard to preparing, negotiating, executing and stamping the final version of this Agreement and any document related to this Agreement.

30. Entire Agreement

30.1. Subject to anything expressly provided for to the contrary in this Agreement:

30.1.1. this Agreement contains everything to which the Parties have agreed in relation to the matters it deals with, and

30.1.2. no Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

31. Further Acts

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

32. No Fetter

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

33. Representations and Warranties

33.1. The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

34. Severability

34.1. If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

34.2. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

35. Modification

35.1. No modification of this Agreement will be of any force or effect unless it is in signed by the Parties to this Agreement.

36. Waiver

36.1. The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.

36.2. A waiver by a Party is only effective if it is in writing and may be conditional.

36.3. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

37. GST

37.1 In this clause:

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

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

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

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

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

37.2 Subject to clause 37.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.

37.3 Clause 37.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.

37.4 No additional amount shall be payable by the; Council under clause 37.2 unless, and only to the extent that the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.

37.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the GST Law, the Parties agree:

- 33.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
 - 33.5.2 that any amounts payable by the Parties in accordance with clause 37:2 (as limited by clause 37.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 37.6 No payment of any amount pursuant to this clause 37, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 37.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 37.8 This clause continues to apply after expiration or termination of this Agreement.

Schedule 1

(Clause 1.1)

The Land

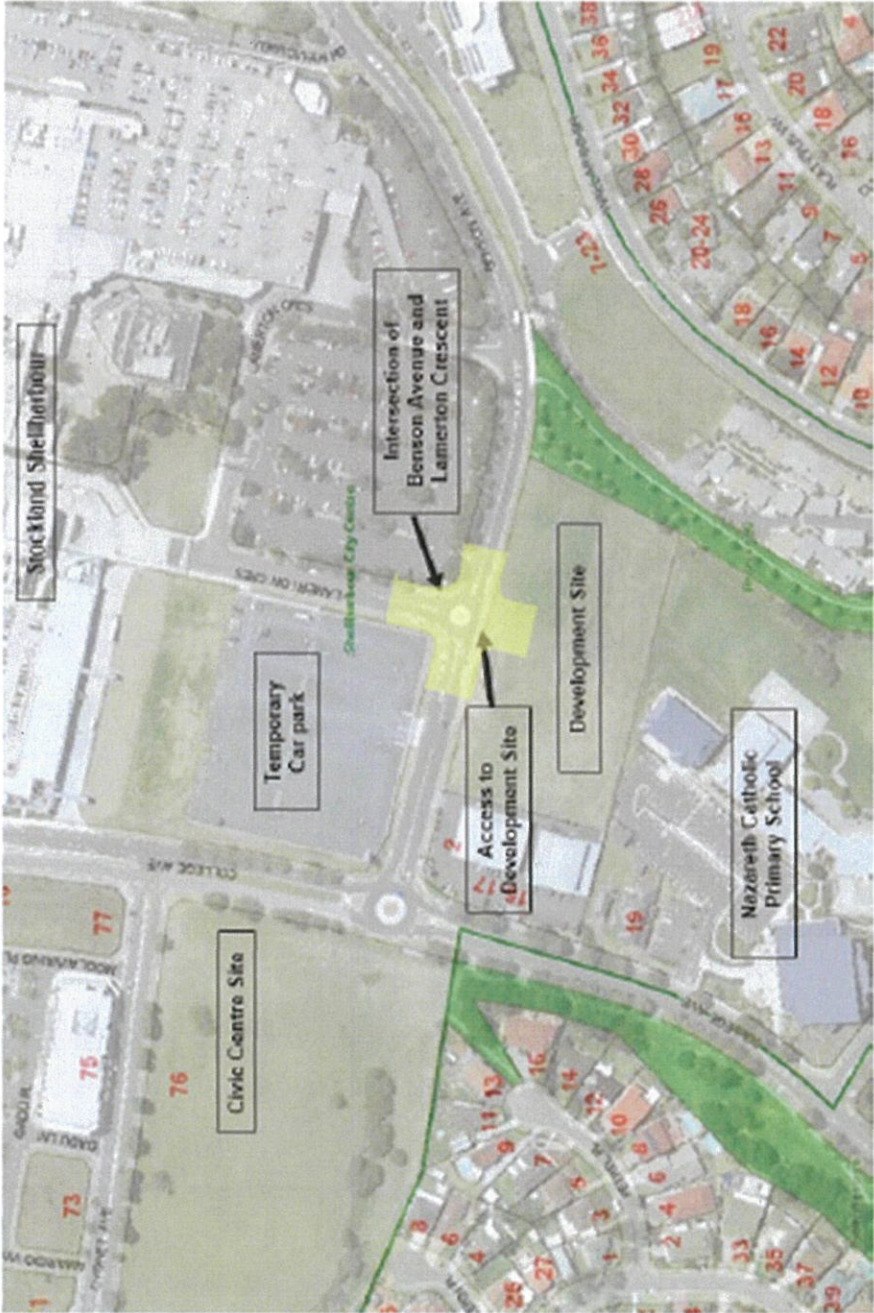
Lot 1 & 2 DP 1231355, 4-6 Benson Avenue, Shellharbour City Centre, And the immediately adjacent Public Road Reserve of Benson Avenue and Lamerton Crescent, Shellharbour City Centre NSW 2529 as shown on the Location Plan

Schedule 2

(Clause 1.1)

Location Plan

Location Plan



Schedule 3

The Works

Works:

Design and construction of traffic lights at the intersection of Benson Ave and Lamerton Crescent, Shellharbour City Centre. Including:

1. Addition of the fourth southern leg to the existing T intersection.
2. Removal of existing roundabout.
3. Removal and reinstatement/reconstruction of associated kerb and gutter stormwater drainage, road pavement.
4. Works to be in accordance with the approved detailed design.

generally in accordance with the Intersection Design Concept Plan prepared by AZTEC Draft Design dated September 2016 Dwg No. T 085-B – C01 SHT 1 – BENSON AVE SHELLHARBOUR PROPOSED VEHICLE ENTRY TRAFFIC LIGHTS 12.0 PAVEMENT as approved under the Development Consent.

Schedule 4

(Clause 22)

Contact for Notices

Council

Attention: The General Manager

Address: 76 Cygnet Avenue, Shellharbour City Centre

Locked Bag 155, Shellharbour City Centre, NSW 2529

Fax Number: 02 4221 6016

Email: records@shellharbour.nsw.gov.au

Developer

Attention: Peter Taranto

Address: 13/74 Kembla Street, Wollongong

PO Box 315, Wollongong NSW 2520

Fax Number: 02 4226 3447

Email: ptaranto@bigpond.net.au

Execution

Executed as an Agreement

Signed by the Mayor and General Manager for)
and on behalf of **Shellharbour City Council**)
)

Marianne Saliba
Mayor

J. France
Witness

Marianne Saliba
Name (please print)

JOANNE FRANCE
Name (please print)

CM '04
General Manager

Lisa Dancy
Witness

Carey McIntyre
Name (please print)

Lisa Dancy
Name (please print)

31.10.18
Dated

Signed Sealed and Delivered for and on behalf)
of NPA Developments Pty Ltd authority of the)
director in the presence of:)

Peter A. Taranto
Secretary/Director

D. Hodge
Witness

Peter Anthony Taranto
Name

DANIEL ALAN HODGE
Name (please print)

A.P.
Director

D. Hodge
Witness

Alexander Pupovac
Name

DANIEL ALAN HODGE
Name (please print)