

Shire of Pingelly

Attachments

Special Council Meeting
5 June 2019

Attachment 2

Attachment 1

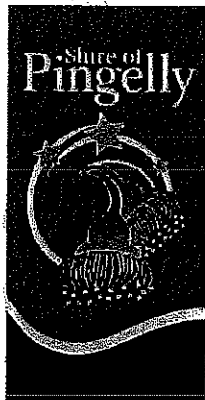
SHIRE OF PINGELLY

and

COMMUNITY RESOURCE CENTRE

MEMORANDUM OF UNDERSTANDING

Pingelly Community Car



EFFECTIVE DATE

This MOU shall be in effect from January 2017 until further notice by either party. Any notice in writing pursuant to this MOU is to be sent to:

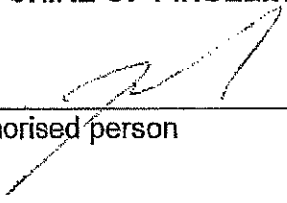
Gavin Pollock
Chief Executive Officer
Shire of Pingelly
17 Queen Street
Pingelly WA 6308
PH: (08) 9887 1066
Email: admin@pingelly.wa.gov.au

Evan Hodges
Chairperson
Pingelly Community Resource Centre
18 Parade Street
Pingelly WA 6308
PH: (08) 9887 1409
Email: pingellycrc@westnet.com.au

Pingelly Community Resource Centre and Shire of Pingelly indicate agreement with this MOU by their signatures.

EXECUTION

SIGNED FOR AND ON BEHALF OF THE SHIRE OF PINGELLY by



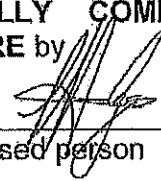
Authorised person

G.POLLOCK
Name (block letters)

Chief Executive Officer
Position held

DATE: 4/1/2017

SIGNED FOR AND ON BEHALF OF THE PINGELLY COMMUNITY RESOURCE CENTRE by



Authorised person

E.HODGES
Name (block letters)

Chairperson
Position held

DATE: 4/1/17

Attachment 2

Attachment 2



Government of Western Australia
Department of Communities

Deed of Novation

**Joint Venture Agreement relating to Lots 602 and 603
on Certificate of Title Volume 2635 Folio 590 and 591
known as 36 and 38 Sharow Street Pingelly**

Housing Authority

Shire of Pingelly

Pingelly Somerset Alliance Incorporated

Details

Date 2019

Parties

Name Housing Authority, formerly known as the State Housing Commission, a body corporate constituted under the *Housing Act 1980 (WA)* - ABN 56 167 671 885

Short form name **Authority**

Notice details 99 Plain Street
East Perth WA 6004

Contact Attention: Stuart MacDonald

Name Shire of Pingelly - ABN 30 389 182 782

Short form name **Shire**

Notice details 17 Queen Street
Pingelly WA 6308

Contact Attention: Chief Executive Officer

Name Pingelly Somerset Alliance Incorporated - IARN A0630009R

Short form name **PSA**

Notice details PO Box 516
Pingelly WA 6308

Contact Attention: Chair Person

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed, unless the context otherwise requires:

Act means the *Land Administration Act 1997 (WA)*.

Authority JVA Interest means the percentage equitable interest of the Authority in the project the subject of the JVA, being 81.72%.

Caveat means caveat K498447 registered on 6 February 2008 by the Authority on the certificate of titles to the Land.

Effective Date means the date of novation.

Eligible Persons means persons who meet the prevailing Housing Authority eligibility criteria for social rental housing.

Contingency Reserve Account means the bank account holding the balance held to the credit of the Shire namely:

Account Name: Reserve Fund, Account No: 123267759 with Bendigo Bank (BSB 633 000).

JVA means the joint venture agreement entered into between the Housing Authority and the Shire of Pingelly on 1 February 2008 (attached to this Agreement at Schedule 1).

Land means that portion only of Lots 602 and 603 on Certificate of Title Volume 2635 Folio 590 and 591, being more commonly known as 36 and 38 Sharow Street Pingelly, (together with all buildings and fixtures thereon) that is delineated on the Site Plan which forms Annexure D to the JVA, as affixed to this Agreement.

New Deed means the deed to be entered into by the parties prior to the Termination Date.

Parties means the parties to this Deed.

Relevant Authority means any body or corporation or any municipal, government, statutory or non-statutory authority or body having authority or jurisdiction over the Land or to whose systems the Land are connected at any time.

Required Covenants means all or any of the covenants contained in or implied by this Deed to be observed and performed by the Shire or PSA whichever is applicable.

Shire JVA Interest means the percentage equitable interest of the Shire in the project the subject of the JVA, being 18.28%.

Target Group means persons who are eligible by virtue of their income and compliance with eligibility criteria adopted by the Authority from time to time under the *Housing Act 1980 (WA)* to rent social housing from the Authority.

Tenant has the same meaning given to that term in the *Residential Tenancies Act 1987 (WA)*.

Termination Date means the date of termination of this Deed.

Units mean the buildings on the Land which in accordance with the JVA are to be used to provide residential rental accommodation for Eligible Persons.

- (b) a reference in the JVA to Shire must be read as a reference to PSA.

3. Transfer of Interests and Assumption of Rights and Obligations

3.1 Transfer of Land

Contemporaneously with the execution of this Deed:

1. the Shire agrees to transfer and PSA agrees to accept the title in the Land:
 - (a) on the terms and conditions in this Deed; and
 - (b) without limiting paragraph (a) above, for no monetary consideration but in recognition of the performance by PSA of its obligations under the JVA and this Deed in respect of the Land.
2. the Authority and PSA agree that the Authority will:
 - (a) remove the Caveat; and
 - (b) re-lodge a caveat in favour of the Authority over the Land.

3.2 Assumption of Rights and Obligations

Upon the novation of the JVA under clause 2:

- (a) Shire transfers the Shire JVA Interest to PSA; and
- (b) PSA accepts the transfer of the Shire JVA Interest.

3.3 Assumption of Rights and Obligations

- (a) PSA must comply with the JVA and obtains the rights and powers and assumes all of the obligations and liabilities of Shire under the JVA regardless of whether those obligations or liabilities accrued before the Effective Date.
- (b) On and from the Effective Date, PSA must comply with the JVA on the basis that PSA has replaced Shire under the JVA in accordance with this Deed.

3.4 Failure of PSA to Perform Obligations

Upon failure by PSA to perform their obligations under the JVA and the Deed, and written notice by Housing to PSA advising of the failure:

- (a) this Deed will be terminated effective on a date to be determined by Housing in their absolute discretion (**Termination Date**); and
- (b) prior to the Termination Date the parties will enter into a deed of novation (**New Deed**), whereby:
 - (i) PSA transfers the Shire JVA Interest back to the Shire;
 - (ii) the Shire accepts the transfer of the Shire JVA Interest; and
 - (iii) PSA agrees to transfer and the Shire agrees to accept the title in the Land:
 - (A) on terms and conditions in the New Deed which will be materially the same as those in the JVA and this Deed; and
 - (B) without limiting paragraph (A) above, for no monetary consideration but in recognition of the performance by the Shire of its obligations under the JVA, Deed, and New Deed in respect of the Land.

- (b) any representation or warranty implied by virtue of any statute or otherwise shall not apply to or be implied in this Deed and any such representation or warranty is excluded to the extent permitted by law;
- (c) the Land is transferred as it stands with all existing faults, defects and characteristics whether they are apparent or ascertainable on inspection or not and without any obligation on the Authority or Shire to disclose or particularise any faults, defects or characteristics known to the Authority or Shire;
- (d) the Authority or Shire will not be liable under any circumstances to make any allowance or compensation to PSA by the exclusion of warranties or representations in this Deed or for any fault, defect or characteristic in the Land; and
- (e) for the avoidance of any doubt, PSA acknowledge and agree that the Authority and Shire have no responsibility for any ongoing maintenance on the Land or the rectification of any defect in the Land and to the fullest extent permitted by law the Authority and Shire are released from any claim, liability, duty or obligation to PSA in respect of such defects.

6.2 Own enquiries

PSA acknowledges that in entering into this Deed it will be taken to have satisfied itself:

- (a) by physical examination and inspection and all other necessary enquiries and relying on the opinion or advice of such experts as it may wish to consult as to the state, condition, quality and quantity of the Land;
- (b) by enquiry of all Relevant Authorities as to the zoning of the Land and the use to which the Land or any other land adjoining or in the vicinity of the Land may be put;
- (c) as to the easements, restrictive covenants, notifications, memorials or other contracts or encumbrances to which the Land may be or become subject;
- (d) as to the requirements of each and every authority, body or government department which has control or jurisdiction over the Land and the current and prospective use and development of the Land;
- (e) by independent valuations or reports as to the value of the Land provided by the Authority and as to the present and future feasibility, liability and economic return that may be derived from the Land; and
- (f) by survey and physical examination as to the area of the Land and not relying on the position of any pegs purporting to mark the boundary,

and shall be deemed to accept the novation in reliance solely upon such examination, inspection, enquiry, perusal, opinion and advice and not upon any or any alleged statement or representation whatsoever made or alleged to have been made by the Authority, Shire or any of their employees, contractors or agents.

6.3 Acknowledgement

PSA acknowledges that the Land is transferred subject to the following:

- (a) the Authority's requirements under the JVA;
- (b) the provisions of any town planning scheme, zoning by-laws and other laws affecting the Land;
- (c) any orders or requisitions affecting the Land;

Signing page

EXECUTED as a deed.

The common SEAL of the **Housing Authority** was hereunto affixed in the presence of:

Signature of Appointed Officer

Signature of Appointed Officer

Name of Appointed Officer (please print)

Name of Appointed Officer (please print)

Executed by Shire of Pingelly

Signature of CEO

Signature of Mayor

Name of CEO (please print)

Name of Mayor (please print)

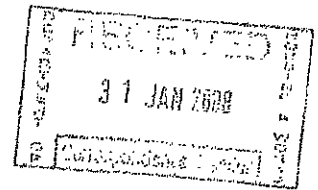
The Common Seal of **Pingelly Somerset Alliance Inc** was hereunto affixed in the presence of:

Signature of Authorised Officer

Signature of Authorised Officer

Name of Authorised Officer (please print)

Name of Authorised Officer (please print)



HOUSING JOINT VENTURE AGREEMENT

Dated

1st February 2008

THE HOUSING AUTHORITY

("Housing Authority")

and

THE SHIRE OF PINGELLY

("the Organisation")

THIS JOINT VENTURE AGREEMENT dated 1 February, 2008

BETWEEN HOUSING AUTHORITY, a body corporate constituted under the Housing Act 1980, of 99 Plain Street, East Perth in the State of Western Australia

AND SHIRE OF PINGELLY in the said State of Western Australia ("the Organisation")

RECITALS

- A. The Organisation is the registered proprietor of the Land.
- B. Housing Authority is empowered pursuant to the Act to provide residential rental accommodation for Eligible Persons.
- C. The Parties have agreed to form the Joint Venture to carry out the Project on the terms and conditions contained in this Agreement.

IT IS AGREED

1. INTERPRETATION

1.1 In this Agreement:

"Act" means the Housing Act 1980.

"Agreement" means this agreement including the schedules as amended from time to time.

"Common Areas" means any areas on the land that are not designated for exclusive use by a specific tenant, including parking areas, common lighting, common garden areas and communal laundry facilities.

"Construction Cost" means the cost of construction or modification or renovation of the Units as set out in Item 2 of the Schedule.

"Eligible Persons" means persons who meet the prevailing Housing Authority eligibility criteria for public rental housing.

"Financial or Administrative Mismanagement" means gross financial or administrative mismanagement by the Organisation of the Organisation's obligations under this Agreement as reasonably determined by Housing Authority.

"Financial Year" means any period of 12 months ending on 30 June during the Term.

"Service Fees " are fees for additional tenancy management services which are made available by the Organisation to tenants on a user pay basis. Examples include laundry, linen change, meals and house cleaning services, or furniture or TV/video hire, where these services are contracted or provided directly by the Organisation. These fees must be optional and not included as part of the rent. The level of the fee should not exceed the cost of providing the service.

"Target Group" means any specific categories of Eligible Persons that the Units are to be let to by the Organisation, as identified in Item 1 of the Schedule to this Agreement.

"Tenancy Agreement" means any agreement, express or implied, between the Organisation as landlord and a person or persons which grants that person or persons a right to occupy any Unit, or part thereof, whether exclusively or otherwise, for the purpose of residence.

"Tenant(s)" means a person or persons who occupy the Units under a Tenancy Agreement, who must be Eligible Persons when they are first allocated a Unit.

"Term" means the term of this Agreement being 25 years commencing on the Commencement Date.

"Total Project Cost" means the sum of the Land Costs and the Construction Costs, and is listed in Item 2 of the Schedule.

"Units" means the buildings which are to be purchased, constructed or modified on the Land pursuant to this Agreement to provide residential rental accommodation.

"Valuer " means a person who:

- (a) is licensed under the Land Valuers Licensing Act 1978;
- (b) is a full member of not less than 5 years standing of the Australian Institute of Valuers and Land Economists Inc; and
- (c) has been actively engaged in Western Australia for not less than 5 years in undertaking land valuations.

1.2 Interpretation

In this Agreement headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:

- a) a reference to any Party includes that Party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;

1. **JOINT VENTURE**

- 2.1 The parties hereby associate themselves in a Joint Venture for the purposes of the Project.
- 2.2 The Joint Venture shall commence on the Commencement Date and shall continue for the Term unless extended pursuant to clause 7.1 (b) of this Agreement where it shall then continue for the extended term.
- 2.3 Each party covenants and agrees with the other Party to be just and faithful in all its activities and dealings with the other Party and otherwise perform its obligations implied as well as expressed under the terms of this Agreement.
- 2.4 Nothing in this Agreement shall be construed so as to make a Party a partner, agent or representative of the other Party or to create any partnership, association or agency for any purpose.
- 2.5 The rights and obligations of the Parties shall be neither joint nor joint and several.
- 2.6 This Agreement shall be interpreted, applied and will take effect as a contract made in Western Australia and is governed and shall be performed according to the laws of Western Australia.
- 2.7 The Parties shall at all times observe, conform and comply with the provisions of all applicable laws, legislation, rules, regulations and by-laws of the Commonwealth of Australia, the State of Western Australia and any local authority, including where applicable, but not limited to, the Equal Opportunity Act 1984, the Housing Act 1980, the Housing Agreement (Commonwealth and State) Act 1990, the Residential Tenancies Act 1987, the Retirement Villages Act 1992 and the provisions of the Code of Practice for Retirement Villages as administered by the Department of Employment and Consumer Protection.

4.4 Housing Authority shall, at its own expense, obtain such approvals, consents, permits and licences (other than rezoning) as are required by law for the construction or modification of the Units, together with such renewals and extensions as are necessary from time to time.

4.5 Where Housing Authority agrees that the Organisation may, at its expense, act as the project manager for the construction or modification of the Units, then the Organisation shall be responsible for obtaining such approvals, permits and licenses as are required by law for the construction or modification of the Units, together with such renewals and extensions as are necessary from time to time, and Clause 4.4 shall not apply. The Organisation also agrees to abide by Housing Authority's standard terms and conditions for construction contracts.

4.6 Where the project includes the purchase of existing Units Housing Authority's policies and procedures on purchasing of properties shall apply.

4.7 Pursuant to Clause 4.6 either the purchase price OR the valuation of the purchased Units as provided by a Valuer, **whichever is the lesser sum**, shall be deemed to be the Land Value and shall be included as part of the Land Costs in Item 2 of the Schedule. In the event of a disagreement over the valuation the process for determining a valuation described in Clause 7.4 shall apply.

5. FINANCING & PROJECT

5.1 Housing Authority shall contribute the sum specified in Item 2b) of the Schedule to the Total Project Cost which sum is apportioned between the Land Costs and the Construction Cost so specified in Item 2b) of the Schedule and represents the percentage of the Total Project Cost specified in Item 3b) of the Schedule.

5.2 The Organisation shall contribute the sum specified in Item 2a) of the Schedule to the Total Project Cost which sum is apportioned between the Land Costs and the Construction Cost so specified in Item 2a) of the Schedule and represents the percentage of the Total Project Cost specified in Item 3a) of the Schedule.

5.3 Any additional costs beyond those specified in Clauses 5.1 to 5.2 shall be negotiated between the parties.

5.4 The percentage equitable Interests of the Parties in the Joint Venture shall be those stated in Items 3a) and 3b) of the Schedule.

5.5 In the event of any improvements or additions to the Joint Venture Property subsequently agreed to by the Parties Item 2a) or 2b) of the Schedule shall be amended according to which Party meets these costs, and the respective equitable Interests of the Parties stated in Item 3 of the Schedule shall be amended.

- e) Housing Authority to purchase the Organisation's equitable Interests in the Joint Venture Property at its Current Market Value, and thereby transfer proprietorship of the Land to Housing Authority ;
- f) to sell the Joint Venture Property at its Current Market Value and divide the proceeds of the sale between the Parties based on each Party's percentage equitable Interest in the Joint Venture as identified in Item 3 of the Schedule.

7.2 In the event that the Parties agree to renew or extend the Agreement pursuant to clauses 7.1a) & 7.1b), or agree to transfer the Organisation's Interest pursuant to clause 7.1c), then the equitable Interests in the Joint Venture of each Party shall remain at their relevant equities in accordance with point 3 of Schedule A.

7.3 In the event that the Parties agree to pursue the options identified in Clauses 7.1d), 7.1e) or 7.1f), then the percentage equitable Interests in the Joint Venture of each of the Parties shall be as stated in Item 3 of the Schedule.

7.4 The Current Market Value of the Land and the other Joint Venture Property shall be determined by a Valuer approved by Housing Authority. In the event of a disagreement between the Parties about the valuation, the Current Market Value of the Land and the other Joint Venture Property shall be determined by taking the average of 2 valuations thereof by 2 Valuers, one nominated by Housing Authority and the other nominated by the Organisation, and this determination shall be final and binding upon the Parties.

8. RENTAL INCOME, SERVICE FEES AND OPERATIONAL SURPLUSES

8.1 The Organisation shall be responsible for collecting in a timely manner all rents and other fees or expenses and collect any outstanding rental arrears or debts from Tenants or former Tenants.

8.2 All Rent shall be the property of and be retained by the Organisation, subject to Clause 8.7 and 8.8.

8.3 The amount of rent charged by the Organisation shall be set at but not exceed 25% of the tenants weekly income (excluding all available subsidies) OR market rent, whichever is the lesser of these amounts. In addition, the Organisation is able to charge a sum equivalent to the tenants weekly entitlement for Commonwealth Rent Assistance.

8.4 The rental income may be used by the Organisation to meet the expenses incurred in the operation, management and maintenance of the Units, including provision for long term maintenance (see Clause 10.4).

- 9.6 Once an Eligible Person has been allocated a Unit, the Organisation will guarantee that person security of tenure (subject to the tenant's continued compliance with their Tenancy Agreement). This is also subject to the tenant remaining an Eligible Person throughout the life of their tenancy, if not, they may be required to vacate.
- 9.7 The Organisation shall ensure at all times that the Units are kept tenanted and occupied to the fullest extent possible by Eligible Persons.
- 9.8 The Organisation shall establish a procedure whereby Tenants' grievances in respect of any matter arising out of their tenancy in the Units can be heard and arbitrated, other than any provisions available to tenants under the Residential Tenancies Act. Written details of this grievances procedure must be provided to all Tenants.
- 9.9 The Organisation shall take all reasonable steps to ensure that Tenants and any other persons that come into the Units or onto the Land with the Organisation's or a Tenant's consent do not interfere with the reasonable peace, comfort or privacy of other Tenants or surrounding neighbours.

10. ASSET MANAGEMENT

- 10.1 The Organisation shall be responsible for all repairs and maintenance necessary to ensure that the Units are maintained in a good state of repair and condition, and that the Units comply with any health, safety or building regulations or by-laws, or any other applicable statutory regulations or by-laws, except where such repairs are assessed by the Builder's Registration Board to be the responsibility of the contracted builder.
- 10.2 The Organisation shall be responsible for the repair or replacement of all essential fixtures and fittings to the Units and the maintenance of fences and gates on the Land.
- 10.3 The Organisation shall ensure that the Units are kept free from pests and vermin (including rats, mice, cockroaches, white ants, termites and Singapore ants) and that termite inspections are carried out at least once every year by a registered pest control agency.
- 10.4 The Organisation shall ensure that an amount per year, to be agreed between the parties, is set aside from the annual rental income for the long term maintenance needs of the Joint Venture Property. This amount shall be identified in the Schedule and shall reviewed every 5 years by Housing Authority and the Organisation, or sooner if requested by either Party.
- 10.5 The Organisation shall ensure that the gardens, landscaping and the grounds of the Units and any common areas are maintained to a good standard and are kept neat and tidy.
- 10.6 Any upgrading of the Units and all other improvements on the Land are the responsibility of the Organisation.

11.3 The Organisation shall not do or permit to be done any act, matter or thing upon the Land or the Units, or bring or keep anything on the Land or in the Units, where any policy of insurance taken out with respect to the Land or the Units may be rendered void or voidable.

11.4 If the Organisation does or permits to be done any act, matter or thing which has the effect of voiding any policy of insurance taken out by the Organisation or by Housing Authority then (in addition to all other rights of Housing Authority) the Organisation shall be responsible for and shall pay and discharge on demand any damage or loss which Housing Authority may suffer or incur as a result of the Organisation's act or omission.

11.5 If Housing Authority does or permits to be done any act, matter or thing which has the effect of voiding any policy of insurance taken out by the Organisation or by Housing Authority then (in addition to all other rights of the Organisation) Housing Authority shall be responsible for and shall pay and discharge on demand any damage or loss which the Organisation may suffer or incur as a result of Housing Authority's act or omission.

11.6 The Organisation shall indemnify and keep indemnified Housing Authority against all actions, claims, judgments, damages, costs, charges, expenses and losses of any nature which Housing Authority may suffer or incur in connection with loss of life, injury to any person or damage to any property arising out of the use of the Joint Venture Property or any part of the Joint Venture Property pursuant to the terms of this Agreement or occasioned either wholly or in part by any act or omission on the part of the Organisation or its tenants, employees, servants, agents, contractors or lawful visitors, except to the extent caused or contributed to by an act or omission by Housing Authority or its employees, servants, agents, contractors or lawful visitors.

12. REPORTING AND ACCOUNTABILITY

12.1 The Organisation shall at all times keep and maintain proper and accurate accounting records with respect to the Joint Venture Property throughout the Term showing (without limitation) the sources from which, and purposes for which, moneys relating to the Project have been received, and the manner in which those moneys have been disbursed.

12.2 The Organisation shall maintain and keep during the Term a Tenancy Register for the Units. The Register shall record for each paying Tenant for each Unit their date of occupancy, their weekly income, the weekly rent and service fees charged to the Tenant by the Organisation, the Target Group category (where applicable) and the vacate date if the Tenancy finishes.

12.3 The Organisation shall maintain and keep a Property Register for the Units. The Property Register shall include for each Unit a record of all maintenance work undertaken, the dates of all property inspections, copies of Property Condition Report and any other information relevant to the care and maintenance of the Units.

- 12.11 Housing Authority retains the right to inspect any of the Joint Venture Units subject to sufficient notice by Housing Authority to allow the Organisation to provide adequate notification to the Tenant as required under the Residential Tenancies Act. In the event that the Unit is unoccupied, the Organisation may require Housing Authority to provide 7 days written notice of inspection.

13. BREACH AND TERMINATION

13.1 IF the Organisation :-

- a) seriously or persistently, in the opinion of Housing Authority, breaches any term of this Agreement;
- b) is guilty of Financial or Administrative Mismanagement of the project
- c) uses the Joint Venture Property for a purpose other than the purpose approved under this Agreement or otherwise approved in writing by Housing Authority; or
- d) abandons the Joint Venture Property or persistently under occupies the Units without good reason or the written approval of Housing Authority; or
- e) is, in the opinion of Housing Authority, unable to continue to meet its obligations under the terms of this Agreement for any reason other than those reasons set out in Clause 14;

AND the Organisation does not within 28 days after service by Housing Authority of a written notice specifying the breach or events described in this clause either remedy the breach in a manner acceptable to Housing Authority or refer any dispute concerning the breach to arbitration pursuant to clause 15.1 and 15.2

THEN the Organisation must immediately, if requested by Housing Authority in writing (and at the Organisation's own cost), transfer the title of the Land to Housing Authority.

13.2 IF :

- a) a judgment is obtained against the Organisation in any court of law (and no stay of proceedings relative to that judgment in the court is granted) and the judgment remains unsatisfied or execution is levied or issued against any of the assets or property of the Organisation;
- b) an order is made against the Organisation by a court of law;
- c) a resolution is passed for the dissolution of the Organisation;

- 13.6 In cases where the Organisation fails to comply with a notice to remedy a breach within 28 days, and where the nature of the breach is deemed by Housing Authority not to be covered by Clause 13.1 or 13.2, Housing Authority may refer the matter to arbitration for settlement pursuant to Clause 15.1 and 15.2.
- 13.7 If Housing Authority breaches any condition of this Agreement and fails to remedy the breach within 28 days after service by the Organisation of a notice specifying the breach, the Organisation may refer the matter to arbitration pursuant to Clause 15.1 and 15.2.
- 13.8 Any action taken by either Party in accordance with Clause 13 shall not affect any claim by either Party for damages in respect of a breach of a condition of this Agreement.
- 13.9 The Organisation hereby grants, in consideration of this Agreement, to Housing Authority, Power of Attorney to do all things necessary, desirable or convenient to ensure that the requirements of this Clause 13 are fully complied with including but not limited to executing and lodging at the Office of Titles a transfer of the Land from the Organisation to Housing Authority, and the Organisation agrees to ratify and confirm all that Housing Authority as attorney shall do or cause to be done under or by virtue of this clause and the Organisation shall indemnify Housing Authority in respect of any act, matter or thing done pursuant to this Power of Attorney.

14. FORCE MAJEURE

- 14.1 If a Party becomes unable wholly or in part by reason of Force Majeure to carry out any of its duties or obligations under or by virtue of this Agreement:
- a) that Party shall give prompt written notice to the other Party of the Force Majeure with reasonably full particulars thereof and of the probable (as far as is known at the time) extent to which that Party will not be able to perform or be delayed in performing such duties or obligations;
 - b) such duties or obligations so far as they are affected by the Force Majeure shall be suspended during, but no longer than, the continuance of the Force Majeure;
 - c) that Party shall use all possible diligence to overcome or remove the impact or effects of the Force Majeure as soon as possible.
- 14.2 The requirement that any Force Majeure shall be overcome or remedied with all possible diligence shall not oblige a Party to settle any strike or other labour dispute on terms it does not approve of or to contest the validity of any law, regulation or decree by way of legal proceedings.

SCHEDULE - PROJECT A

1. DESCRIPTION OF THE PROJECT

Lots 602 and 603 on Certificate of Title Volume 2635 and Folio 590 and 591

Units

Type of Unit (eg 3 bedroom unit)	No.	Construct/Purchase or Modification?	Target group to be housed
2 bedroom unit (two on each Lot)	4	Construction	Singles and childless couples

2. FINANCIAL CONTRIBUTIONS TO THE JOINT VENTURE

a) Organisation's contributions (this is an estimate only) to:

Land Costs

- Land Value contribution	\$16,000
- Land Clearance	\$
- Site Preparation	\$
- Land Servicing	\$
- Other (eg. surveying, subdivision)	\$
	<hr/>

\$16,000

Construction Costs

- Architectural Fees	\$
- Project Management (construction)	\$
- Construction of Units	\$80,000
- Renovations / modifications	\$
- Additional Amenities	\$20,000
- Landscaping	\$8,000
- Other	\$
	<hr/>

\$108,000

Organisation's Total Project Contribution = \$124,000

5. **LONG TERM MAINTENANCE PROVISION**

An amount, equivalent to 1% of the current replacement cost of the properties shall be set aside from the annual rental income, per annum, for the long term maintenance needs of the Joint Venture Property/ies.

6. **Commencement Date:**

