



**LEGISLATIVE ASSEMBLY FOR THE AUSTRALIAN CAPITAL
TERRITORY**

**STANDING COMMITTEE ON PLANNING, TRANSPORT
AND CITY SERVICES**

(Reference: [Inquiry into Giralang shops](#))

Members:

**MS J CLAY (Chair)
MS S ORR (Deputy Chair)
MR M PARTON**

TRANSCRIPT OF EVIDENCE

CANBERRA

THURSDAY, 27 MAY 2021

**Secretary to the committee:
Dr B Lloyd (Ph: 620 50137)**

By authority of the Legislative Assembly for the Australian Capital Territory

Submissions, answers to questions on notice and other documents, including requests for clarification of the transcript of evidence, relevant to this inquiry that have been authorised for publication by the committee may be obtained from the Legislative Assembly website.

WITNESSES

NIKIAS, MR DIMITRI, Director, Nikias Diamond **1**
VAN DER WALT, MR PIETER, Director, Canberra Town Planning **1**

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Amended 20 May 2013

The committee met at 9.30 am.

NIKIAS, MR DIMITRI, Director, Nikias Diamond

VAN DER WALT, MR PIETER, Director, Canberra Town Planning

THE CHAIR: Welcome to the first public hearing of the inquiry into petition 4-21, concerning the Giralang shops. Today we are hearing from Mr Dimitri Nikias, director of Nikias Diamond, and his consultant, Mr Pieter van der Walt.

Mr Nikias: Can I just say that Nikias Diamond does not own Giralang shops; it is Giralang Properties.

THE CHAIR: Are you a director of Nikias Diamond?

Mr Nikias: I am a director of Nikias Diamond and a director of Giralang Properties, yes.

THE CHAIR: These proceedings will be recorded and transcribed, and they will be published, as it is a public hearing. Mr Nikias and Mr van der Walt, have you had a chance to read the privilege statement?

Mr van der Walt: I have.

Mr Nikias: I did, thank you.

THE CHAIR: I am going to start with a general and obvious question. This development, this shopping site, has been in progress and delayed for quite some time. What is the hold-up?

Mr van der Walt: Can I suggest we do it slightly differently? Dimitri has prepared a three-minute discussion paper.

THE CHAIR: An opening statement?

Mr Nikias: Yes.

Mr van der Walt: It has a bit of the history, which I think will assist.

THE CHAIR: Sure.

Mr Nikias: It will possibly answer most of the questions, though there might be more detail than you require. It is going to take about seven minutes, but I think it is important and I would like you to hear this.

THE CHAIR: We would be happy to hear your opening statement.

Mr Nikias: I am here representing Giralang Properties, which is the crown lessee of the Giralang shops. Thank you again for inviting me here today and providing the opportunity to make a statement.

By way of personal background, my father was one of four Nikias brothers who purchased this site in 1975, when there were only 27 houses in Giralang. Our family built the shops and ran the supermarket, which my cousin and his extended family eventually took over. After the new Kaleen shopping centre opened in the late 1990s, turnover declined to such an extent that even free rent for three years was not enough to sustain the business, and they were forced to close in 2005, together with the other tenancies.

As you are aware, the redevelopment of the Giralang centre has had a long history, with four failed DAs since March 2008. I remind the committee that in 2011 we had an approved 1,500 square metre supermarket with a signed precommitment from Woolworths. That is why we commenced building. We were forced to stop because of legal challenges from other supermarket owners and operators outside Giralang.

Our fifth DA was approved in 2018. However, consistent with the ACT government's policy at the time, the supermarket was reduced from 1,500 square metres to 1,000 square metres. At present, we have an approved DA for a supermarket of 1,000 square metres, along with 50 residential apartments, commercial space, a number of small shops, and basement parking. We were progressing negotiations with Woolworths for them to take the smaller supermarket; however, those negotiations were ultimately unsuccessful. We have been fortunate that EPSDD granted an extension to the date to commence work under the approved DA until July 2023. We remain fully compliant with the terms of that approved DA.

Let me go to our intent. Despite many setbacks, Giralang Properties have remained fully committed to achieving a successful, substantial redevelopment of our lease. This can be evidenced by our repeated DA applications. At no time have we stopped trying to find the right solution for a financially viable centre that will be here for the long term. We reject any notion that we have been land banking. That does not make sense financially for us, given that we have invested so much time, money and effort to date in trying to get up a successful development. We remain committed to finding a viable commercial solution for the shops.

Let me go to the guidelines. Throughout all the DAs, we have consulted widely with the Giralang community, listened to their needs and responded with relevant changes. We have always been available to anyone who asked. It is evident to us that the frustration expressed in many of the submissions is mostly due to lack of progress. We share this frustration. Let me explain why there appears to be a lack of progress.

First there are the commercial realities. In 2011 we were full speed ahead with an approved DA for a 1,500 square metre supermarket, with a formal lease from Woolworths and finance secured. Unfortunately, we were forced to stop due to legal challenges which went on for years, all the way up to the High Court, at massive cost to us. As way of stopping further legal action in the future, the ACT government decided that it would restrict the size of our supermarket. Then Woolworths withdrew their offer, since it was no longer a 1,500 square metre floor space.

Why is a smaller floor space a problem? We have approached all major operators—Coles, Woolworths, ALDI and even Harris Farm—and they are not interested in

operating a supermarket at this scale. We have approached smaller operators—IGA et cetera—but there is a question about their long-term viability if not operated by an experienced operator, although we would be happy to accept a lower rent if the right person came along.

To explain this further, we need to borrow funds to complete the project, much the same as people borrowing to buy a house. As in buying a house, we put up a deposit and then we borrow the remainder that we need to build. Home lenders require borrowers to provide evidence of their ability to repay before a loan is approved. Our bank requires evidence of a certain return from a project before it will lend the funds that will allow construction to proceed. The rents that smaller operators are able to pay fail to get past this hurdle. At the same time, the major operators, who pay the higher rents, will not take a space this small.

This need for evidence of return by the lender also helps explain why the supermarket tenant is crucial to the viability of the project and why we have referred to it as the anchor tenant. We simply cannot proceed without it. Securing an anchor tenant also then allows us to approach other businesses, knowing that there will not be a loan in their enterprise and that there will be a critical mass of economic activity at the shops.

In the midst of our efforts to secure the anchor tenant, COVID hit. Supermarkets grappled with the response to the COVID virus and had no interest in expanding their reach. Nonetheless, we continued to reach out to prospects over the following 12 months.

What is next? When the ACT government changed its policy on 7 May this year to provisionally allow supermarkets of up to 1,500 metres, it was a game changer. We immediately went back to our prospects and there were encouraging signs of interest. Even if we get that firm supermarket commitment, we anticipate that we will have to submit a new DA for a larger supermarket with new designs and new community guidelines. We know that going through the planning process will take time and will most likely attract opposition again from economic interests outside Giralang. This process cannot occur overnight, as you will appreciate.

We have read the submissions to the inquiry and we have heard that the committee is concerned about the presentation of the site. To that end, we will be upgrading the fencing over the next few weeks and ensuring that the site is tidy and secure. As well, we have invited ideas from the community about what interim uses and activities at the site might be desirable until such time as development can commence. Quite a few submissions suggested temporary services such as food vans and pop-up cafes. We are open to working with the community on this.

We have written to the community and have arranged delivery of that letter to every household this week. I table a copy of that letter for the committee's information. Thank you for the opportunity to appear before the committee. I will be happy to answer questions. I have a copy of my talk and the submissions here with me.

THE CHAIR: So you would like to table those?

Mr Nikias: Yes, please.

THE CHAIR: Thank you for your opening statement and for the extra material that you have tabled. That is very helpful.

On the 1,500 square metre supermarket, you have outlined how that will change your proposal, going forward. Do you think it is still going to be commercially attractive, given how close it is to shops in other areas? We have shops in Kaleen, Evatt and Crace. Do you think a 1,500 square metre supermarket will be commercially viable?

Mr Nikias: As I was trying to say in my statement, there is evidence that we have not been able to attract any other national firms, because they have come back to me saying that 1,000 square metres is not viable. They see their main competitor as Kaleen—not Crace and not the other areas. I believe that Kaleen have 1,700 to 1,800 square metres of trading floor. For them to be viable, they need to be able to compete against the same floor space.

Looking at the history, in 2011 we had a signed lease there from Woolworths. They were committed even back then for a 1,500 square metre supermarket. When we tried to attract them there for 1,000, they made us an offer. I gave them huge incentives, but again they did not see it as being viable because they could not compete against Kaleen. Also, if you go to Crace, I believe their supermarket is 1,700 square metres, and that is a local shop too. That is the problem. They want to be on equal grounds; they do not want to have a smaller shop, especially if they are a national firm like Woolworths.

THE CHAIR: Assuming your next DA gets approved and assuming you are able to find somebody who is interested in the site, are there any other barriers? I know there have been legal settlements in the past. There is no impediment to you moving from a 1,000 to 1,500 site?

Mr Nikias: Both my town planning advice and my legal advice tell me no, apart from the normal process of a publicly notified DA, which could attract opposition from other people outside Giralang. But hopefully those days are behind us.

Mr van der Walt: Going to the DA, it says in the planning legislation that it will attract third-party representation and potential appeal. Should a matter be put to the planning authority and approved, any representations on the DA would have the ability to take it to the tribunal for administrative review, should they so choose.

It is probably worth mentioning that as Canberra Town Planning we work across the ACT, and we have done for a number of years. At the moment, we are working with four or five different supermarket groups, and not any one of them is interested in a site smaller than 1,500 metres. It is a challenge, because there is not a lot of land available for that. And some of the retail analyses that I have seen showed a number of existing centres that were trading substantially. We struggle really hard to find available land for supermarket sites. Going to the general base requirement, when you look through the requirements, 1,500 is the minimum size that they are interested in. We have found smaller opportunities, and the answer is basically, “No, thank you. Not interested.”

MS ORR: In securing a supermarket tenant, you have approached—I just want to go through the list—Woolworths, I take it?

Mr Nikias: Yes.

MS ORR: ALDI?

Mr Nikias: ALDI.

MS ORR: Woolworths are still in talks with you, but the supermarket size has been their biggest issue?

Mr Nikias: There are two issues. One was that they were going to look at 1,000 square metres. They were rolling out metro supermarkets around Australia. The board's intent was to roll out 92. Ours was part of that. They got to 72 and the board said, "Stop. We want you to open the 72 before you continue." That is when they withdrew their offer. They were never a hundred per cent happy with it, but the incentives I was offering were one of the reasons they were looking at it.

MS ORR: While they may not have been as happy about it as possible, they were looking at 1,000 square metres?

Mr Nikias: Yes. Part of the incentive, which it is important for people to understand, is that they expect the landlord to do a certain amount of landlord work for them and then there is the fit-out work, which they pay for. I was offering to pay their fit-out work and, if their supermarket was not successful, I was happy that they could walk away from their lease. That is why they were taking it up to the board.

MS ORR: ALDI?

Mr Nikias: ALDI just said no because of the size.

MS ORR: It was not that they wanted to collocate with other supermarkets, as is their model?

Mr Nikias: They tried to collocate—this is all hearsay—with Kaleen, but Kaleen is at breaking point, too, to expand. That was not going to happen. Their answer was no.

MS ORR: I think I know the answer to this, but Coles and Supabarn?

Mr Nikias: There is nothing wrong with Coles opening up a Coles Express next to one of their existing Coles, but they were in the same boat as Woolworths, and COVID just cemented the fact that they are not expanding. Even though supermarkets were a viable and essential business, going forward through COVID in the CBD locations they were bleeding because there were no workers there. So they had other internal problems. There was nothing wrong with asking them. I have not asked Supabarn.

MS ORR: You mentioned you had asked Harris Farm?

Mr Nikias: I threw everything at Harris Farm. I would love to have them there, personally; I think they would be very successful, given the nature of the demographics of that area. But Harris Farm wanted to open up three in one go in Canberra, and they are struggling to do that. I actively looked for them. There is no point in opening up one Harris Farm if you do not have plans to open up a few so that you start to be able to market there.

MS ORR: IGAs?

Mr Nikias: I have approached IGAs. You do not advertise for IGAs. I have only approached people who I know who have an extended family who could go in there and have a family member run the business. The one big bit of feedback I got from the community was that they were worried that, if an IGA went in, if it was not viable after two or three years they could walk away.

History has shown that the national firms, once they open, very rarely walk away. I am down to one IGA operator who has a capacity to have another family member working within the shop. The success of IGAs in Ainslie, Griffith and other areas is because the guy who owns the shop works the shop and because, although they cannot offer the same price as Woolworths, as in their basket price, they can offer far better service.

MS ORR: So you have Woolworths and one IGA interested?

Mr Nikias: Yes, and I have exhausted the other IGAs.

MS ORR: Are there any other supermarket providers you have identified that you could approach?

Mr Nikias: I went to Metcash, who are the supplier to IGAs. They have given me a lot of talk but not much action. Again, I would be worried there that Metcash would open a supermarket and have a manager in there. Metcash is a substantial company, but it would be run by a manager, and I am not convinced that they can compete against Kaleen and have people go there.

I think there would be two reasons why people would go to Giralang—if it was an IGA operated by a family concern, where they could do more specialist groceries, like Ainslie, for example, or a Woolworths where they know it is going to be open at 8 o'clock at night, and at 7.30, and the milk will be full, the bread will be there and all that is going to happen.

MS ORR: Just to confirm, there is not a tenant secured to date, but there are two that potentially could be worked with?

Mr Nikias: That is right. I can tell you more about Woolworths. I have been in conversation.

MS ORR: No, that is okay. We have gone through the reasons why the potential supermarket tenants have not moved, to date. You mentioned concessions. What concessions have you put forward? You have said you have put concessions forward

to Woolworths. Have you put any concessions forward to IGA to attract them?

Mr Nikias: It would be a complete fit-out for IGA, even over and above the Woolworths one.

MS ORR: So a complete fit-out is what you have offered them?

Mr Nikias: Yes, exactly.

MS ORR: Which you would not usually offer?

Mr Nikias: No, but you would only offer that to the right operator.

MS ORR: With the change from 1,000 to 1,500, you will be taking advantage of that? That is a definite?

Mr Nikias: I have, and I have already started that motion.

MS ORR: I refer to something you said that was quoted in a RiotACT article on the 1,500 square metre change. You were quoted as saying:

This would be a simple and very welcome initiative by the government to greatly improve the prospects of attracting a suitable anchor tenant.

In your opening statement you went through some of the reasons as to why that would be, but I want to be clear about it. You say it will help but it will not guarantee?

Mr Nikias: You cannot guarantee anything in this world today, but I think it gives a much greater chance of that.

MS ORR: I will come back to that in a minute. I understand that a lot of the contention—you noted this in your opening statement—around the original proposal that led to court action was due to the size of the supermarket and that that was a key part in the court action. In resolving the case, did you make any commitments to address the size of the supermarket and the concerns that were raised?

Mr Nikias: The court case was not about the size of the supermarket; the court case was about whether the minister used his powers correctly to call in the development approval. Unfortunately, when we went to the Supreme Court it was in favour of us but it also gave him standing, because there was certain information that was not released by what was ACTPLA, which has gotten us to where we are today. Not releasing the economic impact study gave them reason to come back and challenge the court's decision. That is where we are today. It is because of that. And of course, they were challenging their competition, deep down. What they were saying was: "You did not provide us with all the information, so why is it there?"

MS ORR: I understand that there are arguably a few proxy wars going on through that legal action.

Mr Nikias: Yes, but they are important.

MS ORR: But the question still stands. Did you make any commitments on the supermarket's size in the legal action that you settled?

Mr Nikias: Yes, I have.

MS ORR: Are you able to tell us what they are?

Mr Nikias: No; unfortunately I am not allowed to.

MS ORR: Do you have a deed of settlement?

Mr Nikias: I do.

MS ORR: Can you provide that to the committee in confidence?

Mr Nikias: I would have to get legal advice to do that.

MS ORR: You can provide documents to the committee in confidence; that is a power that we have.

Mr Nikias: As long as our solicitor—

MS ORR: We will not be publishing those documents, so you will provide a copy of that deed to the committee.

Mr Nikias: All I can say is that I will take legal advice as to whether that is appropriate and whether I am able to do that. I will take it on notice.

MS ORR: You are a seasoned pro, Dimitri; you have all the lingo down.

Mr Nikias: Sorry?

MS ORR: You are a seasoned pro; you have got all the lingo down. Take it on notice.

Mr Nikias: I have to get advice, though. It is something that I signed. They are between three people. I am happy to give it to you as long as it is okay to give it to you.

MS ORR: I believe it is okay to give it to us because it will be kept in confidence. That is all the questions I have on the supermarket.

MR PARTON: I want to go to my understanding of your answer to a question from the chair. She asked you about where we are right now, and moving forward with a DA for 1,500 squares and potentially getting Woolworths back in there. The question was asked: "Is there any other hurdle?" The response was about potential legal challenges, or other challenges, that might come from that DA. In 2011 did you anticipate the legal challenges that came to that development?

Mr Nikias: No.

MR PARTON: Those of us in this room fully understand, but for the purpose of evidence in this hearing, if you were summarising it, what was the basis of those legal challenges? What was the absolute crux of those legal challenges?

Mr Nikias: My take was that it was because they did not want the competition there, for starters. Of course, you cannot object for those reasons. The reason why they objected was that they had legal standing to object and then to take it that far.

I could have been running a risk by what I was doing, but I had a court decision saying that I could go and proceed on that. I had a current DA and I had a signed document and an obligation with Woolworths to proceed. Hence, the hole in the ground today is what that was in 2011.

MR PARTON: I think just about everyone in this room has the same end goal in mind: we want to see some shops open in Giralang. As we move forward, I am assuming that you and your associates have done work to counteract that potential challenge, should it arise next time around.

Mr Nikias: Yes.

MS ORR: What work have you done?

Mr Nikias: I have been lobbying the government to use its power and call it in. I think one of the questions should be this. We had a 1,500 square metre supermarket in 2011. When we modified the plans in 2018, we used the same 1,500 square metre box below to modify the plans to allow 50 apartments above. I think the question should be: "How difficult is it going to be to convert my current DA into a 1,500 square metre supermarket?" The answer is: "Quite easily," because the shape of the building envelope today is the building envelope of 2011, which was the 1,500 square metre supermarket. Yes, there have been slight changes to loading docks and there have been slight changes to columns, but fundamentally it is the same shape.

MR PARTON: Finally, pertaining to the legal action around the 2011 DA, how much did that cost the company?

Mr Nikias: It cost \$2 million in legal costs, of which none were recovered. In construction costs to date, and consultants, it has been a further \$2 million.

MR PARTON: The figures you are quoting me are how much the whole saga has cost since 2005. What is the total number that you have come up with?

Mr Nikias: It is \$4 million.

MS ORR: Two plus two is four.

Mr Nikias: Yes.

MR PARTON: I just wanted clarification of that. Thank you; I did not bring my calculator.

MS ORR: Going back to Mr Parton’s question about mitigating any risks of future legal action, can I just confirm this. In the deed that you made with the parties to settle the previous legal action, is there anything that they could take objection to if you proceeded with the largest 1,500 square supermarket?

Mr Nikias: You called me a pro; I am not trying to be a pro. All I can tell you is that as soon as that announcement was made, on 7 May, my first phone call was to Chris Wheeler from Mallesons to ask that question. He assured me that when he looked into it, that would not be a hurdle.

MR PARTON: Mr Nikias, you have just sat here and told us that this whole saga has cost the company \$4 million. I would have just walked away at this point. Why have not you just said, “No, we are done?”

Mr Nikias: You get to the point where you have invested so much into it that walking away is not viable, where you may as well proceed. I think my opening statement made it clear that we bought the site in 1975 with 27 houses. That supermarket fed three families when there was only a small population.

The one thing I got after the 2011 DA—and when I approached it for the 2018 DA—is that when I approached the community, they wanted to throw rocks at me. I accepted that, but from that point on we got along extremely well. I faced them all, and we spoke about it all. They were the ones who got me to where it is today, with an approved DA for 1,000 square metres. It was their support of GRAG; it was the support of individuals. There was a lot of disappointment, too, and I understood that, but it was that encouragement that helped me continue. My uncles are now in their 80s and my father is 93 and alive and well. We feel that he still wants to see a supermarket there. He still wants to fulfil what he began and what we have promised. And to answer the other way, even if I put my other hat on, it is the highest and best use there for the land.

MS ORR: My next line of questioning is on the lease. Regarding the lease for the block of land, do you hold the lease under Nikias Nominees Pty Ltd?

Mr Nikias: No. Nikias Diamond is the builder; I work under that banner. Giralang Properties is the lessee of the crown lease. Nikias Nominees were the old owners. If you remember, we bought a small parcel of land and then we amalgamated the site.

MS ORR: The lease still says Nikias Nominees. The lease was issued in 2014?

Mr Nikias: I believe so, yes; around that date.

MS ORR: That means that all the provisions of the 2014 lease are current and correct?

Mr Nikias: Yes.

MS ORR: I want to focus on clauses 3(a) and (b), which cover the commencement of the development and the completion of the development obligations. Under your lease

conditions, the lessee, and that is you, “shall, within 12 months from the date of commencement of the lease or within such further time”—I am quoting from the lease here—“as may be approved in writing by the authority for that purpose, commence to erect an approved development on the land in accordance with plans and specification prepared by the lessee and previously submitted to and approved in writing by the authority”. I make that date 12 March 2015 for the commencement of the development. Is that correct?

Mr Nikias: I cannot answer that; I do not know.

MS ORR: What was the date you commenced the development?

Mr Nikias: The development of the first DA? The fourth DA? The first DA?

MS ORR: The one for your current lease.

Mr Nikias: What date did I commence it?

MS ORR: Is it considered to be commenced?

Mr Nikias: Yes.

MS ORR: What was the date that you took—

Mr Nikias: I do not know that date; I cannot tell you off the top of my head.

MS ORR: You have started construction, so the next relevant lease clause is the completion of development lease clause. That says, and I quote again, “shall, within”—

Mr Nikias: Construction started in 2011.

MS ORR: Yes. So the commencement was the 2011 commencement because it was already under construction.

Mr Nikias: That is right. Then we did further work after 2018 with that DA.

MS ORR: “You shall, within 36 months from the date of commencement of the lease, or within such further time as may be approved in writing by the authority, complete the erection of the said approved development on the land in accordance with every statutory ordinance or regulation applicable to such development.” I make that date 12 March 2018. It is stating the obvious, but have you completed the development?

Mr Nikias: It is pretty obvious that I have not.

MS ORR: So it is a no?

Mr Nikias: Yes.

MS ORR: What approvals have you received from the authority to amend the

completion date of the development?

Mr Nikias: I have approached them, and I have had an extension to 2023.

MS ORR: That is for the DA?

Mr Nikias: DA and to commence works on the site.

MS ORR: Complete works? You have commenced works.

Mr Nikias: I will have to take that on board.

MS ORR: Have you only requested one extension or have there been multiple extensions?

Mr Nikias: There is only one extension that I recall recently.

MS ORR: Can you provide a copy of the extension request to the committee?

Mr Nikias: Absolutely, yes.

MS ORR: Mr Nikias, what fees or penalties have you paid for an extension of the development time limits that have been granted to you.

Mr Nikias: None, but I have continued paying my rates since 2005.

MS ORR: What fees are you paying on the site? What rates?

Mr Nikias: I cannot tell you that. I do not know that answer.

MS ORR: Can you provide it to the committee on notice?

Mr Nikias: Sure, yes.

MS ORR: Mr Nikias, what is the current approved completion date for the development?

Mr Nikias: I also do not know that off the top of my head.

MS ORR: Can you provide that to the committee?

Mr Nikias: I certainly can.

MS ORR: Mr Nikias, what criteria needs to be met for you to recommence construction—I think we have covered some of these but I want to make sure we have exhausted all of them: for example, securing a supermarket tenant or meeting a certain number of unit sales to meet financing purpose?

Mr Nikias: Yes, you have covered them both.

MS ORR: Those are the only two things?

Mr Nikias: Yes.

MS ORR: You need a supermarket and you need a certain amount of units sold?

Mr Nikias: Yes, or vice versa.

MS ORR: What is the threshold for the number of unit sales you would need to make to recommence?

Mr Nikias: Twenty-five.

MS ORR: So 50 per cent?

Mr Nikias: Yes.

MS ORR: Of the sales you made previously, because the apartments were on sale? What threshold did you meet before—

Mr Nikias: Seventeen, but that was on the proviso that—

MS ORR: Total, not per cent, 17 units?

Mr Nikias: Seventeen, yes, in total. But that was on the proviso that there was a supermarket opening. But that was a sales contract between Giralang Properties—they are to the purchasers; so two of the units.

MS ORR: In the contract, if I understand correctly, two unit sales—

Mr Nikias: It was not in the contract. It was a verbal acceptance that the supermarket was coming. If you recall, I was in negotiations, and I provided you a letter from Woolworths who made me an offer there to lease the premises. And I accepted that offer. That was one of the provisos. So I was marketing it, saying that we have a supermarket coming. I did not have to prove that. I did not have to do that. But once I knew there was not, I gave the purchasers the option of withdrawing from the sale, which they did.

MS ORR: It was not because you did not have a supermarket attached and you did not have 50 per cent of unit sales after the sunset clauses in the contract came about?

Mr Nikias: No, it was actually all about the fact that I had said that a supermarket was coming. I gave the people the option if you do not want to proceed with your contract, you have the option then to pull out. There was no legal binding there for me to do so.

MS ORR: Would you mind providing a copy of one of the standard form contracts that you gave to—

Mr Nikias: Yes, but the contract is not going to say that.

MS ORR: I am interested in the sunset clause in the contract.

Mr Nikias: I do not know how this helps us proceeding to get this development going.

MS ORR: Mr Nikias, once construction recommences, how long will it take for the build to be completed?

Mr Nikias: Eighteen months.

MS ORR: The current development application was granted in July 2018 and is valid for two years, which means it would have expired in July 2020. Is that correct?

Mr Nikias: I believe so, yes.

MS ORR: And you have had this development application extended once? Yes. So the new expiry date for the approved development is July 2023?

Mr Nikias: July 2023.

MS ORR: And the grounds for which you sought an extension were—just remind us.

Mr Nikias: I do not know. It is within an extension there to secure a tenant and then to move forward.

MS ORR: So given the construction time is 18 months and the current development application expires in 2023, is it possible for you to have your development completed by the date of the current development application?

Mr Nikias: Possibly not.

MS ORR: For what reason?

Mr Nikias: It all depends, firstly, on how long the new DA would take then to get approved. Again, I have an extension for the current one, but if I reapply for a new DA there for the 1,500, that will change things.

MS ORR: But my question is: under the current DA with an 18-month build time, you could complete that?

Mr Nikias: I could complete it, yes.

MS ORR: I understand that development application cannot be extended more than once, which means that the new expiry date of 2023, if it is not completed by then, you would have had to put in a new development application anyway. Is that correct?

Mr Nikias: I believe so, yes.

MS ORR: So if you had not had a supermarket secured or you had not reached apartment sales and the other criteria that you mentioned to allow for the

recommencement of construction, under the current DA then it would have expired and you would have needed the new development application anyway. Realistically, you could not have completed the development that you currently have a development application for?

Mr Nikias: If you say so. I have an extension there to that date, an announcement has been, until 7 May, which is now a game changer. So I will have a way of going and applying there for a 1,500-square metre DA. But if all the technical things that you are asking me: could I get it built by July 2023? I could. But there would have to be a tenant or some pre-sales there for that to happen, under the current one.

MS ORR: Which you do not have?

Mr Nikias: But just less than a month ago a game changer is happening. I have now been talking to a town planner, to our architects, and to those operators about how Giralang Properties can move forward and try and secure tenancy. Where the feedback I have got from the major operators—

MS ORR: Is the larger site, that is fine.

Mr Nikias: Yes, the larger site.

MS ORR: So these comments, and other comments attributed to you in the media, say that you will be undertaking a new development application. I think we can say that with certainty that is your intention?

Mr Nikias: Once I am able to have some security there that the major firms have an interest in the larger format.

MS ORR: But you will be doing a new development application?

Mr Nikias: Yes, if—

THE CHAIR: Sorry, we need to get an answer on that. Are you waiting until you get a contract from a supermarket before you lodge a new DA?

Mr Nikias: We are dealing with a national firm, whom you produce a plan to. You show them to see if they have any interest. If they do have some interest then you might need to modify your existing floor plate to suit their layout. It is ironic then to lodge a DA if you do not have a plan or their intent of what their shop layout is going to be.

Supermarkets are actually built from the inside out to cater for their loading dock, to cater for where they store their trolleys, to cater for where their cash registers are, where their frontages are et cetera. So it would be wise for me then to be pretty sure they had an interest and they have shown me a design of what their fitout is going to be before I go and lodge another DA.

MS ORR: But you did not have a supermarket secured when you lodged the current DAs; so why was it not an obstacle for that and it is an obstacle for this?

Mr Nikias: No, the difference was I had a letter of offer. They gave me a plan, they showed me a layout. We discussed loading docks. That current DA was all on the premise of the feedback I received there from Woolworths.

MS ORR: So you have indicated you will be undertaking a new process to allow for a larger supermarket as part of the development. Is that correct?

Mr Nikias: Correct.

MS ORR: As part of the new development application, you would be seeking to only change the size of the supermarket?

Mr Nikias: Yes.

MS ORR: Nothing else in the development, as proposed, would change? With the current DA you have with the 50 apartments, other commercial tenancies and 1,000 square metres, the only thing that would change would be the size of the supermarket?

Mr Nikias: Yes, and there is also a thing called a column grid. You have columns in supermarkets. Supermarkets may not need that column where it is. And then you have to reflect that column grid all the way up through your building. So it could have a slight modification there to the apartments above.

MS ORR: So you will still have residential as part of the new development?

Mr Nikias: I would certainly hope so.

MS ORR: You will still have additional commercial to the supermarket as part of the—

Mr Nikias: Yes.

MS ORR: And you will be using the same footprint so that the development fits on the currently half constructed car park?

Mr Nikias: At this point in time it would be advantage for me then to do that, yes.

MS ORR: So it is your intention to keep the same footprint?

Mr Nikias: Yes, remembering that I have already dug a hole and I have already got a basement.

MS ORR: You might regret those words, Mr Nikias. Yes, you have already dug a hole and yes, you do have half a basement. So the loading dock will still be in the same place for the supermarket. Is that correct?

Mr Nikias: It would be somewhere similar, yes.

MS ORR: Could it go anywhere else? I believe in conversations we have had, that

has been the loading dock since—

Mr Nikias: Yes, it would have to be out the front.

MS ORR: It would have to stay where it is. And it is the loading dock that was there when there was last a supermarket and it is the only place a loading dock works?

Mr Nikias: Yes.

MS ORR: So the only thing that you are changing is the size of the supermarket, which is internal to the building envelope and will not affect the building envelope. Why are you not doing an amendment to your current development application?

Mr Nikias: I think it was only three weeks ago that we had the announcement. I have been talking to our architects, I have been talking to our town planners, and then to my legal advice. So I have—

MR PARTON: So that is a possibility?

Mr Nikias: I am in the process of talking about it, to see what the consequences are.

Mr van der Walt: I see where you are going, trying to understand where we are coming from. Supermarkets look quite different from what they did a year ago, where they are building them now and where we think the world is going to go in the future. The supermarket that was there, and the like, is literally yesteryear's design.

Where we are now and where we are building our supermarkets now, it is very unlikely that it will just go boom and be exactly the same. But it will be a 1,500 square metre supermarket in the location. It might have some changes to the ground plan and the like. But the intention is to have the supermarket fit-out with a loading dock, design it to the best designs that they want now, and then, if it is needed, fill the rest of the ground floor out in what was initially proved.

MS ORR: But the building—

Mr van der Walt: Just hear me out—

MS ORR: But the building envelope is not—

Mr Nikias: There is a design review that you have to go through. You just do not magically produce a 1,500 square metre plan, even though it is internal. We now have a lift lobby, too, on the ground floor. We need to examine that. There are engineers. To answer your question, I am in the process of examining that and I have engaged our architects yet again and our town planners, and our legal advice on what—

MS ORR: But to confirm, the reason for the new development application is not that there is no realistic way for you to complete development but that you have not got an anchor tenant and you have not sold a number of residential apartments in time to have your 18-month construction built by the time 2023 comes around and your DA expires. That is not the reason. The reason is that you cannot modify the development

application you have now. That is what I am trying to get to the bottom of. What is actually the reason for doing a new development application?

Mr van der Walt: When you get to the point of having the new design that works for everybody and the like, then we will have to look at the tests for section 197 of the act and whether it is essentially the same. It is ultimately not our prerogative; it is that of the planning authority to determine whether it is.

MS ORR: But you could do an amendment to the current development application; you are choosing not to?

Mr van der Walt: No, I do not think that is correct. I think at this stage—

Mr Nikias: When you are saying we are choosing not to, I am going through the process of looking at it. I have had a long conversation with George Cilliers. I have had a long conversation with our architects. Drawings are being drawn as we speak. But until such time as I get all the facts in front of me, until I can see it all, I will then—

MS ORR: Mr Nikias, you have stated very clearly on the public record that you will be doing a new DA. And now you are saying all options are on the table?

Mr Nikias: That is what the RiotACT said. I may have not said that. I will be looking at that. How do you know they are my exact words? All I am saying is that I am looking at all the facts before I submit it.

MR PARTON: So is it within the realms of possibility, technically, that there could be just an amended DA?

Mr Nikias: Yes, it is.

MR PARTON: Or do you think that is unlikely?

Mr Nikias: Just to make it clear, it is not an amended DA. George Cilliers has told me quite clearly that it is not an amendment; it is a publicly notified DA, which then changes how I am going to approach it too.

MR PARTON: So that is not your choice?

Mr van der Walt: It is not our choice.

MS ORR: Changing from 1,000 to 1,500 square metres, without changing the building envelope, you have been told by ACTPLA, who provided advice, that that will require a whole new DA?

Mr Nikias: Yes, because you are fundamentally changing the size of the supermarket.

MS ORR: We will have the government before us, so we will be able to get their side of the story.

Mr van der Walt: I want to answer Mark's question if I may, because it is not necessarily a planning authority decision. It is the planning authority that determines whether it is substantially the same or not. So we can do SH117 because it is not substantially the same, and go back and do a DA.

MS ORR: I still have questions to go on this. I know Mr Parton is keen; so I will try and go a bit faster. Mr Nikias, when will you be putting the new development application out for consultation?

Mr Nikias: Again, not until such time as I have collated all the facts in front of me. It could be two to six months, yes.

MS ORR: Two to six months?

Mr Nikias: Again, you are asking me a question and I have not been able to collate it. It has only three weeks since this announcement has been out and there has been a big hurdle. It needs to be publicly notified. I have to go through certain steps and look at it to make sure that I can achieve that.

MS ORR: So in two to six months, potentially, when you put out this new DA and it is hopefully approved, the development application will be valid for two years, with a possible extension date. Is that correct?

Mr Nikias: Again, if you say so, yes.

MS ORR: So there will be at least another five years for you to complete your development. Is that correct?

Mr van der Walt: Legally, that is what the dates will show. But I think Mr Nikias, in taking the initiatives he has already done since the announcement, has said everything that needs to be said publicly and the like. He wants to push this forward as quickly as practically possible.

Mr Nikias: Yes.

MS ORR: As you say, there will be up to five years and there will be nothing. 2023 is not the deadline; it is now extended. What will happen to the site in the meantime?

Mr van der Walt: That is just where the legal dates will end.

MS ORR: What will happen to the site in the meantime?

Mr Nikias: As I said in my statement, I will secure the site, I will put up a more permanent fence down the side of the road where the school is entered and I will keep it tidy like I have been. I am looking for ideas, through the community, on what else we could do.

MS ORR: What measures have you undertaken to date to maintain the site?

Mr Nikias: I have the lawn mowed every fortnight. I have the perimeter fence looked

at every fortnight. We have just cleaned out the inside of the basement of the rubbish that was there.

THE CHAIR: Ms Orr, we might pass to Mr Parton, I think.

MS ORR: I do have more questions though.

MR PARTON: I am sure you do. I will be brief. I just want to ask for broader context. How pivotal was the decision to restrict the floor space to 1,000 squares and the decision to overturn that? I am just going to ask one question here, that is all. If that floor space decision, the original one to restrict to 1,000 squares, had not been made, would there be shops operating in Giralang now?

Mr Nikias: There would have been a supermarket operating there from 2012, or whatever date I would have finished the building. We would not be here in this room. It would be a single-level development, with retail shops, with a 1,500 square metre supermarket.

THE CHAIR: My line of questioning is the same as Mr Orr's, which is that the community is quite upset about the eyesore that is there. So I am actually quite happy for Ms Orr to continue with the specific questions about what is going to happen to this.

MS ORR: Chair, it is like you read my next question. It is clear from the submissions that no-one likes looking at the site as it currently is.

Mr Nikias: I can appreciate that. Yes.

MS ORR: Mr Nikias, what measures are you going to take to make the site less of an eyesore between now and when construction recommences?

Mr Nikias: I have made a commitment, as I said in my statement, that at the moment we have a temporary fence. The reason you have a temporary fence is that you live in hope that you are going to start building again. Unfortunately, that might not be happening soon because of the current changes, with the policy of increasing the supermarket size. So we are intending to put up a fixed cyclone fence with an internal shade cloth and also have a Colorbond fence down the side opposite the 7-Eleven supermarket.

MS ORR: Your plan is to put a fence around the site so that no-one can see it?

Mr Nikias: But if I get some feedback there from the community that they would like to see some pop-ups or some food vans, the site access opposite 7-Eleven or the service station could be made into an area where we could accommodate some pop-ups, some food vans et cetera.

MS ORR: That is good.

Mr Nikias: Because I am looking—

MS ORR: My next question is: what steps could you take, other than a fence, on the site to improve it for the community in the period between now and when the unknown time—but not likely to be within the next five years—comes about for the construction to be done?

Mr Nikias: I am actually obligated, as you know, to keep the site safe, because it is technically a construction site. This is what brought this about. Last year was not the year of food vans and pop-ups et cetera. So once I get some feedback, there are measures where the driveway opposite the service station could be concreted and fenced off separately to provide those pop-ups and food vans. The rest has to be secured, because there is a deep excavation there and you have to prevent people falling.

MS ORR: But it is possible to open up the site or part of the site and secure it in a way that there could be some community use of that site?

Mr Nikias: Correct, yes.

MS ORR: And that is something that you are committed to undertaking, in consultation with the community—

Mr Nikias: Thank you; you are correct.

MS ORR: given that there is no time frame currently—

Mr Nikias: Correct.

MS ORR: on the actual completion of the development. I think, Mr Nikias, it is fair to say, based on the submissions that we have received, that that might be the better way forward, rather than a fence that you cannot see through.

Mr Nikias: Certainly.

MS ORR: Based on this testimony, I want to confirm that there is no clear time frame at this point in time for delivering shops to the Giralang community?

Mr Nikias: Do you understand why there is no clear time frame?

MS ORR: Yes, but that is not my question.

Mr Nikias: Okay.

MS ORR: Mr Nikias, is it your intention to wait it out and say that it is all too hard and a supermarket will never be secured for the site and a future development application will only have housing?

Mr Nikias: At this point in time, no. It has been 16 years. Remember how we started with the housing development, which was rejected. As I said in my statement, our family is fully committed to trying to get a supermarket anchor tenant there.

MS ORR: Mr Nikias, that is very good to know, because this is a genuine concern for the community, who have fought for over 20 years.

Mr Nikias: I do understand, yes.

MS ORR: That is, I point out, over half my lifetime. They have waited to maintain a local shopping centre with a supermarket at the heart of their suburb. Will you, for the record, so that there can be no uncertainty about your intention, commit to delivering a local shopping centre with a supermarket for the community at this site in Giralang?

Mr Nikias: I am committed. There is economic and financial planning to look at, but if all those things line up, I am committed.

MS ORR: I am not sure that is the answer that is going to give the community confidence.

Mr Nikias: It was only three weeks ago that we had a game changer. It is hard to predict what is going to happen tomorrow; it is hard to predict what—

MS ORR: So you will not rule out—

Mr Nikias: If I can finish? If you can appreciate it, what if I go and lodge a DA and there is another objection, like we had for nine years where we went to the High Court? I cannot predict those things. Yes, we are committed to proceeding, but—

MS ORR: Going back to Mr Parton's question, what are you doing to mitigate the risks of an objection?

Mr Nikias: I think I answered Mr Parton. As I said before, by lobbying as much as I can to get rapport or provide a DA which is acceptable to the community and mitigate any objections.

MS ORR: What objections do you anticipate that there could be?

Mr Nikias: I think that is pretty obvious.

MS ORR: Can you please restate them so that they are fresh in everyone's mind?

Mr Nikias: Yes. There are other people in suburbs outside Giralang—as you well know, and you and I have had those discussions—who do not want to see a supermarket there in Giralang. Those people could have gone away; they could be still there. Things have changed, certainly, though, with Kaleen. Again, I cannot predict the future; all I can tell you is that we are committed. It is five DAs and \$4 million or \$5 million worth of commitment. It is not exactly something we have been walking away from.

MS ORR: If you are committed, why will you not give the community an assurance that you will stay the course and stay committed to delivering that?

Mr Nikias: I just said that. I am committed. But—

MS ORR: You said you are committed, but depending on—

Mr Nikias: And then in three years time we come back and I say, “I am sorry, but interest rates just went to 25 per cent and it was not viable. The bank did not lend me the money.” I am committed; I will keep on stating that, though, too, I feel a little bit—

MS ORR: Will you commit—

Mr Nikias: I feel a little bit disgruntled—

MS ORR: Dimitri, will you commit then—

Mr Nikias: because I am always questioned about that. I am committed. The problem is that if I was to build a shell and just spec it and try and get a supermarket in there, it would be wrong for that operator. It is important that I at least—the reason I went ahead in 2007—

MS ORR: We can agree that that is a reason.

Mr Nikias: I did not have a signed lease with Woolworths. What I did have was a plan they gave me. I ran that risk. I ran a risk then, and I built it, and they withdrew. All I am trying to do and all I am trying to say is that my commitment here is valid. If you are going to have me on the record to say I am committed, yes, I am committed, as long as everything else is how it is today. You have just changed legislation—

MS ORR: Yes, okay. Here is another question for you. If it comes to a circumstance where the bits you have said do not line up and you have to change the development application to only housing, will you commit to passing on the lease to someone who is committed to doing a supermarket rather than developing housing only?

Mr Nikias: A hundred per cent, yes.

MS ORR: Thank you. I have two different lines of questioning.

Mr Nikias: Just for the record, I have offered the supermarket there for sale. You can buy the strata. If people do not want to rent the supermarket, they can come and buy it.

MS ORR: But my question is—

Mr Nikias: No, no. I got your question.

MS ORR: My question is—

Mr Nikias: It is okay, and you got your answer too.

MS ORR: Do you commit to making sure that it is not just a fit and it is not just residential—that it will have a commercial component?

Mr Nikias: Yes.

THE CHAIR: Mr Parton, are you happy for Ms Orr to have the last question?

Mr Nikias: That is the only reason I would sell it.

MR PARTON: I think there is a level of complexity in these questions that we are quite happy for her to ask about.

MS ORR: I would like to talk about the community park and school upgrades. When the minister approved the current development application, which he did via his ministerial call-in powers, he said:

New parking spaces will also be provided on Menkar Close; and the existing carpark for Giralang Primary School will be improved to provide a new drop-off arrangement and new parking spaces.

Mr Nikias: Yes.

MS ORR: I understand that the car spaces on Menkar Close, including improvements to the Giralang Primary School car park, a bike shed and some footpaths around the Giralang community park, were to be provided by you or your company. Can you confirm that that is correct?

Mr Nikias: Yes; correct.

MS ORR: But, to date, they have not been delivered. Can you confirm that that is correct?

Mr Nikias: Correct.

MS ORR: One of the submissions raised that you sought to contribute a fence to the Giralang Garden Collective and subsequently went silent on the original offer and did not provide a fence. Is that correct?

Mr Nikias: That is correct, yes. Let me explain why. When they approached me, I was very excited. The fence turned out to be a 2,400 high fence; it was completely different from what I had envisaged. I was happy to contribute and I did not hear anything back. I cannot say a hundred per cent, but looking at the submissions I see how important that is. I was just thinking of a normal fence surrounding a veggie patch; it turned out to be a bit bigger. When I thought about it—I guess there are vandals; I am happy to revisit that.

MS ORR: They have their fence now; they have managed to do it otherwise. But we still do not have the car spaces on Menkar Close, the Giralang Primary School car park, a bike shed or footpaths. Mr Nikias, are these undelivered commitments simply you making promises that you have no intention of keeping?

Mr Nikias: It is not a promise; it is a DA requirement. I am obligated to fulfil those promises, as you call them. That is collected up in a whole project of, again, securing

tenancies, securing the tenants, so that I can then proceed to get the funding so that I can pay for all of those, as I said in my statement.

MS ORR: So these projects will be funded through—

Mr Nikias: Through that same DA.

MS ORR: the financing of the DA?

Mr Nikias: Yes.

MS ORR: Okay. So the funding was not there when you committed to doing them? The funding was always going to come in the future?

Mr Nikias: As I said in my statement, we have enough equity to commence the project, to enable us to borrow the money to complete the project under the guidelines of the banking requirements. That is also wrapped up—

MS ORR: Mr Nikias, did you make this clear—

Mr Nikias: in actually providing the car parks and doing the school drop-off zone as well.

MS ORR: Did you make it clear to the community that the timing was contingent on the development commencing?

Mr Nikias: No, because it was part of the DA. Once the DA commenced and I could start building, that was going to be—

MS ORR: So you are in a position now to build those? You have an approved DA that covers these—

Mr Nikias: Correct.

MS ORR: You could do it. It is just because of the financing background?

Mr Nikias: The financing, which is collectively with the whole DA. The whole DA was providing the finance to do all those other items.

MS ORR: But this is also the DA that your—

Mr Nikias: You are asking me whether I have the money to go and do it now?

MS ORR: Yes.

Mr Nikias: No, because I have to weigh up what is ahead of me, too.

MS ORR: This is all part of the DA that you are about to submit a new DA for? Is the new DA going to include all these bits and pieces?

Mr Nikias: I would suspect so.

MS ORR: Okay, great. That means that the community could be waiting another five years for those things to happen?

Mr Nikias: Possibly, as part of that DA; correct.

MS ORR: You have said in testimony that you are willing to look at ways that the site could be used by the community in an interim period.

Mr Nikias: Yes.

MS ORR: Will you also commit to providing those auxiliary improvements to the area before commencement of the building?

Mr Nikias: I cannot promise that. Sorry, are you talking about the pop-up vans or providing some space within my site?

MS ORR: No; I am talking about the school car park—

Mr Nikias: No, I cannot promise that.

MS ORR: You will not commit to a date to deliver those projects?

Mr Nikias: No. Until such time, as I have said, that it would be—

MS ORR: How much will those projects cost?

Mr Nikias: Half a million dollars.

MS ORR: For all of them? That is for the car park?

Mr Nikias: That is the drop-off zone, and another \$200,000 for the other car parks. I am now in dispute, because I think the Jewish school is looking at those as part of its DA. I will have to look at that.

MS ORR: So it is \$500,000 for the—

Mr Nikias: Drop-off zone, and that was a costing—

MS ORR: And \$200,000 for the footpaths. How much for the bike share?

Mr Nikias: That was a costing we had four years ago, though, too.

MS ORR: How much is the bike share?

Mr Nikias: I cannot remember.

MS ORR: Can you provide those costings to the committee? I appreciate that we are at time, Chair, but would everyone just indulge me in going over time for 10 minutes

or so?

THE CHAIR: Can we extend by 10 minutes?

MS ORR: If Mr Nikias is willing to stay a bit longer.

THE CHAIR: Are you prepared to stay for another 10 minutes?

Mr Nikias: I do not mind.

Mr van der Walt: I have 10 minutes.

MS ORR: I have a range of questions. Community members have been quite excited about the prospect of this hearing, and they have put these through. I would like to finish by putting them to you now. These are not my questions; these are questions that the community has put in. “How many units did you get a deposit for?” I believe you have answered that: 17.

Mr Nikias: Yes.

MS ORR: “Is the existing structure stable? Can it be used for community events, for example, a music pop-up market?” I believe you have answered that.

Mr Nikias: Yes.

MS ORR: You are willing to look at it?

Mr Nikias: Yes.

MS ORR: This one is more of a comment: “Not happy with the shambles of the Giralang shops! Need to start building something, like shops.” The next question is: “How much longer will this eyesore be around?”

Mr Nikias: I think we have answered that.

MS ORR: “Have you considered approaching the IGA to invest in the complex?” Yes, you have, and you have approached them. “Are facilities such as a coffee shop/bakery in the pipeline?”

Mr Nikias: Yes.

MS ORR: “What will be done to the curved floor which is currently there?”

Mr Nikias: Curved wall?

MS ORR: Floor. I think this is the car park bit.

Mr Nikias: That is the car parking for the front of the shops.

MS ORR: So that will be remaining?

Mr Nikias: Yes.

MS ORR: This is a very specific one: “What weight will the current base bear?”

Mr Nikias: Sorry?

MS ORR: The current structure. What weight will it bear?

Mr Nikias: I cannot tell you that.

MS ORR: This person is very focused on it: “I would like the look if the most recent development pictures of the sales cottage would be done, but worried that it will not support the weight.” Just for the record, you can confirm it will be supported by the structure that is there?

Mr Nikias: Yes.

MS ORR: “Will the grocery prices be the same as the supermarket?” I think we will just skip that one.

“Why are you happy to leave this eyesore in the centre of our suburb? You need to clean up this mess.” That is a question and a comment. You have committed to doing more on the site; that is correct.

“Time is up on this project; we want it now. We will not wait another four years while someone decides. Or the government must repossess the site and get someone else in to complete. We want our shops back now, building home units on the site without shops is not to be allowed. No! No! No! “Last set of design plans acceptable with the shops and units, but now why must our school kids have to walk past this hellhole every day?”

“It does raise the question of why the government should not repossess the site.” I get asked that a lot. Would you like to answer?

Mr Nikias: I do not know how that would help them. I do not know how, by doing that, the community is going to end up with shops. By the time you repossess it, by the time somebody else lodges a DA, by the time that DA is approved and that is built, it would take just as long.

MS ORR: The next question is: “If you cannot get this done, when are you going to give back the lease?”

The next question has a swear word in it; I am not going to read that.

“Who has the developer actually approached to run the supermarket?” I believe you have answered that question.

“We want a proper social hub for our community—shops but also a pleasant meeting spot with seating and coffee.” We will take that as a comment.

Mr Nikias: That has been provided in the DA.

MS ORR: Yes. “Can we please have a food co-op, a place for local farmers’ produce?”

This is probably a question more for the government than you: “Why has the ACT government allowed this situation to develop?” I will put that one to the government in a couple of weeks.

“When is the sales office to be removed? Why not sell the approved DA to another developer? Do you have a strategy with a number of options that could resolve this impasse?”

Mr Nikias: No. Only if, as I said, I had sourced all other avenues and somebody else—

MS ORR: “At the last election, a number of suggestions were made by candidates. Perhaps the developer could follow through on some of them.” Are you aware of those suggestions? No?

“Blind Freddy knows that before you begin a project you get permission. There is enough concrete there to do all the footpaths in Giralang. It is a pity it was not put to better use.” We will take that as a comment.

This person says that you advised that you had sold enough units to begin development without a tenant for the shopping lease and asks why you did not proceed. I take it that you had not sold enough units.

“Given the lapsed period after so many years, why does the government not buy back the title and give it to someone more interested?” I guess that is a question for the government, not you.

“I have lost confidence in the owner’s developments and wonder if greed killed the original proposal, given that the rents charged in the original shopping centre were higher even than the Dickson shops.” I will take that as a comment.

Mr Nikias: There was no rent paid.

MS ORR: If there is a factual response you would like to give, please do.

Mr Nikias: In the last few years, as I said in my statement, the supermarket was not paying rent there—for three years.

MS ORR: But the other shops were?

Mr Nikias: They were paying in arrears.

MS ORR: “How is it that the same developer constructs a new complex at Belconnen markets, yet we, the residents of Giralang, have had to put up with this eyesore for

14 years plus? Are they just using the site as a dumping ground for their waste?" I do get that question quite a bit—as to how you can progress at Belconnen markets and not in Giralang. Would you like to provide an answer—

Mr Nikias: Giralang Properties do not own Belconnen Markets; it is a completely separate business.

MS ORR: Okay.

Mr Nikias: Completely separate. Again, it is still owned by four brothers.

MS ORR: “How did you let down a whole community so badly? How could you make promises and deliver nothing but an embarrassing, unsafe eyesore?”

Mr Nikias: I could ask the government that same question. I did have an approved DA of 1,500 metres in 2011, with a signed lease from Woolworths.

MS ORR: This one is more of a copy: “Too many units and levels unsuitable for this suburb. Can you keep it to single-level shopping, as originally designed?”

Mr Nikias: I would love to, but unfortunately it cannot happen.

MS ORR: This one is a comment too: “ACT government to buy back and replan to original design. Why is the developer waiting for a supermarket to commit to the development before building?” I believe you have provided an answer to that one.

“Was there much interest in buying the apartments off the plan? Were they widely advertised?” You have gone through—

Mr Nikias: Extensively.

MS ORR: “As a long-term Giralang resident, 45 years, we are very disappointed in the lack of progress and consideration of the needs of Giralang residents when making decisions about the future of this site. It appears that the current hold-up is due to the included units not being sold. If this was the case then the inclusion of the units should be abandoned so a long-awaited shopping centre can finally proceed.” That is probably more a comment, but is it the case that it is the unit sales?

Mr Nikias: No. I covered that before.

MS ORR: Yes. “When can we expect to see the site cleaned up and made safe, especially given its proximity to the preschool and the primary school?”

Mr Nikias: Again, as I said in my statement, in the next coming weeks.

MS ORR: “Will the Giralang residents have to wait another 20 years plus? It appears, yet again, profits outweigh the needs of the community.”

This person has just said, “Give me strength. Just get it done.” I think we can all probably relate to that one.

“Do you live in the suburb and see the eyesore which is a poorly maintained development site right next to the school in the hub of the suburb?”

Mr Nikias: I have an uncle and an aunty who live in the suburb.

MS ORR: Mr Nikias, based on the evidence received through this inquiry from the Giralang community, will you concede that you are not meeting their expectations?

Mr Nikias: I am trying to meet their expectations.

MS ORR: Mr Nikias, what is your plan for regaining the confidence of the community and delivering what they just do not have confidence in you to deliver?

Mr Nikias: Through the flyer and through communicating daily with GRAG. That is all I can do at this point in time.

MS ORR: Will you commit to communicating with the whole community, not just one part of it?

Mr Nikias: GRAG is the Giralang residents association. I have done three letterbox drops, as you know. I am not too sure what other avenues I have.

MS ORR: In regaining their confidence, will you look at delivering the community auxiliary projects that the community is waiting on, looking at how the site can be opened up and used in the interim while you keep progressing to provide a supermarket and the rest of the development?

Mr Nikias: As I said to you before, I will commit to taking on ideas about providing part of the site to have pop-ups, caravans et cetera.

MS ORR: Will you commit to doing more than taking on ideas? Will you commit to doing something?

Mr Nikias: Once I look at the ideas, yes.

MS ORR: So we can take from this that you have—

Mr Nikias: I will take it very seriously.

MS ORR: Considering, based on the testimony we have here, that that site is going to be sitting there for a period of time longer, you commit to making it usable for the community while you work towards the ultimate goal of a supermarket development?

Mr Nikias: Exactly, once I get the feedback from the community.

MS ORR: I have one more question. We have touched on this. Mr Nikias, given that it has been 20 years, at what point do you say that you have done what you can and give someone else a go?

Mr Nikias: I will take that on notice.

MS ORR: Okay. But in the interim, and I think the community will be very happy to hear this, you commit to working on a way to improve the site.

Mr Nikias: Yes.

MS ORR: And the ultimate goal of a supermarket.

Mr Nikias: I will take their feedback extremely seriously.

MS ORR: And rebuilding that confidence so that everyone, including you, is in a better place.

Mr Nikias: Yes. As you recall, in 2019 we were communicating. We communicated last year. Last year was a very difficult year for everybody concerned, for anybody to make decisions. This time last year we were looking at 10 per cent unemployment. We were looking at people not eating. This year, the last few months, has given us more encouragement as to how things can move forward. It has given the supermarkets encouragement to do things; it has given Giralang Properties the same thing. I have taken it seriously, where that flyer has been sent out, to talk to the community again, to get some ideas. I have set up a website or an email. I will take it on board. I will look at what I can do.

I also have the constraints of other building sites and what TCCS wants to do. There are hurdles that you have to go through. I am not using it as an excuse. Our commitment to the community is there. The last 18 months has been very difficult to communicate. We have gone through hard times.

THE CHAIR: Thank you for your time today. You have taken a number of questions on notice, and I thank you for that. We would like to see those answers within five days of your receiving the transcript of the hearing. If you could provide your answers to the secretary, that would be very helpful. You have also tabled some documents and undertaken to provide some further documents. We are looking forward to that information.

The committee adjourned at 10.43 am.