

Planning Agreement

Menangle Park Release Area

Campbelltown City Council (ABN 31 459 914 087) (**Council**)

Dahua Group Sydney Project 2 Pty Ltd (ABN 80 606 391 235)
and
Dahua Group Sydney Project 3 Pty Ltd (ABN 49 606 391 922) (**Developer**)

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Planning Agreement

Menangle Park Release Area

Parties

Council	Name	Campbelltown City Council
	Address	Civic Centre Cnr Queen and Broughton Streets Campbelltown NSW 2560
	ABN	31 459 914 087
Developer	Name	Dahua Group Sydney Project 2 Pty Ltd
	Address	Suite 2, Level 20 201 Elizabeth Street Sydney, NSW 2000
	ABN	80 606 391 235
	Name	Dahua Group Sydney Project 3 Pty Ltd
	Address	Suite 2, Level 20 201 Elizabeth Street Sydney, NSW 2000
	ABN	49 606 391 922

Background

- A** The Developer owns the Land.
- B** The Developer wishes to carry out the Development.
- C** The Developer has applied for, or proposes to apply for, the Development Consents with respect to the Development.
- D** The parties previously entered into the Prior Planning Agreement.
- E** The Developer has offered to enter into a planning agreement and make Development Contributions in connection with carrying out of the Development, on and subject to the terms of this document.
- F** Upon the commencement of this document as a planning agreement pursuant to the Act, the Prior Planning Agreement is revoked and superseded by this document.

Operative Provisions

1 Agreement

The agreement of the parties is set out in the Operative Provisions of this document, in consideration of, among other things, the mutual promises contained in this document.

2 Definitions and interpretation

2.1 Defined terms

In this document, words beginning with a capital letter that are defined in Part 1 of **Schedule 2** have the meaning ascribed to them in that schedule.

2.2 Interpretation

The interpretational rules contained in Part 2 of **Schedule 2** apply in the interpretation of this document.

3 Application and operation of document

3.1 Planning agreement

This document is a planning agreement:

- (1) within the meaning set out in section 7.4 of the Act; and
- (2) governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.

3.2 Application

- (1) This document applies to both the Land and the Development.
- (2) The parties acknowledge that the Development Contributions required to be made under this document are to meet the expected demand for public facilities arising from the Development.

3.3 Operation

- (1) This document operates as a planning agreement from the date it is executed by both parties.
- (2) When this document becomes operative in accordance with paragraph (1):
 - (a) the Prior Planning Agreement is revoked and superseded by this document; and
 - (b) this document constitutes a 'subsequent planning agreement' for the purpose of section 203(5) of the Regulation.

3.4 Further agreements relating to this document

The Developer and Council, at any time and from time to time, may enter into agreements relating to the subject matter of this document that are not inconsistent with this document for the purpose of implementing this document.

4 Application of s7.11, s7.12 and s7.24

4.1 Application

- (1) This document:
 - (a) excludes the application of section 7.11 of the Act to the Development; and
 - (b) excludes the application of section 7.12 of the Act to the Development.
- (2) For the purpose of clarity:
 - (a) sections 7.11 and 7.12 are only excluded in relation to each of the following:
 - (i) the original subdivision of the Land to create a Final Lot, and the construction of one (1) Dwelling on each of those Final Lots; and
 - (ii) the original subdivision of the Land to create commercial and retail allotments and the construction of commercial and retail premises on those allotments as part of the Development, and as may be permitted by the Development Consents for the Development.
 - (b) if any additional Dwellings are constructed on those Final Lots, or if a Final Lot is further subdivided in the future, section 7.11 and 7.12 will not be excluded for such additional Dwellings or further subdivision.

4.2 Consideration of benefits

Section 7.11(6) of the Act does not apply to the Development Contributions that are to be carried out or provided pursuant to this document.

4.3 Section 7.24

This document does not exclude the application of section 7.24 of the Act to the Development.

5 Provision of Development Contributions generally

5.1 Developer must make Development Contributions

- (1) The Developer must make Development Contributions to Council in accordance with this document, and in particular in accordance with **Schedule 4**.
- (2) **Schedule 4** has effect in relation to Development Contributions to be made by the Developer under this document and in particular, subject to the terms of this document, the Developer must:
 - (a) deliver each Item comprising Works by the corresponding '*due date or development lot trigger – completion of Works*' identified for that Item in Part 1 of **Schedule 4**;

- (b) deliver each Item comprising Land for dedication by the corresponding '*due date or development lot trigger – dedication of Land*' identified for that Item in Part 1 of **Schedule 4**; and
- (c) pay the Monetary Contribution for each Final Lot by the '*due date or development trigger*' identified for the Monetary Contribution in Part 2 of **Schedule 4**.

5.2 No limit created by Contribution Value

- (1) A Contribution Value specified in relation to a Development Contribution other than a Monetary Contribution does not define or limit the extent of the Developer's obligation to provide that Development Contribution.
- (2) Further to paragraph (1), the Developer is not entitled to any payment, credit or off-set to the extent that any costs incurred by it in making a Development Contribution exceed the relevant Contribution Value.
- (3) If the cost incurred by the Developer to properly perform an obligation to carry out Work or dedicate Land is less than a Contribution Value specified in relation to the obligation, the Developer is not required to carry out further Work, dedicate further land or pay money to Council to make up the difference between the Contribution Value and the cost incurred by the Developer in performing the obligation.

5.3 Council's obligation to apply Development Contributions

Council will use its best endeavours to apply each Development Contribution made by the Developer under this document towards the public purpose for which it is made.

5.4 Alternative method of providing items of Work by paying monetary contribution

- (1) If Council gives its prior written consent (which may be withheld at its discretion), the Developer may satisfy its obligation under this document to provide any or all of the Works by paying a monetary contribution to Council:
 - (a) in the amount of the specified Contribution Value for any or all of the Works; and
 - (b) in the manner set out in clause 6.
- (2) If the Developer pays a monetary amount under paragraph (1), the relevant amount must be paid to Council by the time that the relevant Item of Work was required to have been Completed under this document.
- (3) Council will spend the monetary contribution paid by the Developer under this clause 5.4 on services, infrastructure or facilities to be delivered, in order of precedence:
 - (a) on the Land; or
 - (b) at a location outside the boundary of the Land, but within Council's Local Government Area.
- (4) The Developer must give, or procure, reasonable access to Council to that part of the Land upon which the Works are to be carried out by Council for the purposes of carrying out any works on the Land contemplated by this clause 5.4.

5.5 Alternative method of providing items of Work

If Council gives its prior written consent (which may be withheld at its discretion), the Developer may vary or replace any Item of Work provided that:

- (1) the Contribution Value of the varied or new Item of Work is the same or greater than the Contribution Value of the original Item of Work;
- (2) the varied or new Item of Work contains the core elements for that Item of the Works as identified in the Contributions Plan;
- (3) the varied or new Item of Work serves the same, or a similar, public purpose as the original Item of Work;
- (4) the varied or new Item of Work is provided at the same time as the original Item of Work was required to have been provided under this document; and
- (5) the varied or new Item of Work complies with the requirements of any relevant Authority.

5.6 Alternative method of providing Monetary Contributions

- (1) If Council gives its prior written consent (which may be withheld at its discretion), the Developer may make any of the Monetary Contributions by the carrying out of works or the provision of services.
- (2) If the Developer carries out works or provides services under paragraph (1):
 - (a) the Contribution Value of the works or services provided must be equal to or greater than the amount of the relevant Monetary Contribution; and
 - (b) the works or services must be Completed no later than the time by which the Monetary Contribution was required to have been made under this document.

5.7 Indexation

- (1) The Contribution Value for each Item of Work specified in Part 1 of **Schedule 4** is to be adjusted quarterly in accordance with the appropriate 'Works and Construction' formula at clause 2.10 of the Contributions Plan, being:
 - (a) Producer Price Index (Road and bridge construction NSW) for:
 - (i) Traffic & Transport Work; and
 - (ii) Trunk Drainage & Water Quality Work; and
 - (b) Producer Price Index (Non-residential building construction NSW) for:
 - (i) Community Work; and
 - (ii) Open Space & Recreation Work.
- (2) The Contribution Value for each Item comprising Land for dedication specified in Part 1 of **Schedule 4** is to be adjusted quarterly in accordance with the 'Land Acquisition' formula at clause 2.10 of the Contributions Plan, being the Consumer Price Index (All Groups Index) for Sydney.

6 The provision of Monetary Contributions

6.1 Payment of Monetary Contributions

- (1) A monetary contribution is made for the purposes of this document when Council receives the full amount of the contribution payable under this document:
 - (a) in cash or by unendorsed bank cheque; or
 - (b) by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by Council.

6.2 Council to issue invoices and receipts for Monetary Contributions

- (1) In this clause 6.2, **Tax Invoice** has the same meaning given to that term in clause 25.
- (2) Within five (5) Business Days of a request from the Developer identifying the number of Final Lots to be created upon the issue of a Subdivision Certificate, Council must provide a Tax Invoice to the Developer in the amount of the Monetary Contribution payable with respect to those Final Lots in accordance with **Schedule 4**.
- (3) Council will provide the Developer with a receipt acknowledging payment of a Tax Invoice, within five (5) Business Days of receiving confirmation that the relevant Monetary Contribution has been paid.

7 Variation of scope or timing for provision of Works or Land

7.1 Variation to the scope of a Work or Land

- (1) The Developer may request that Council approve in writing a variation to the scope of any Item of Work or Land.
- (2) For the purposes of determining whether to approve a variation under paragraph (1), Council may consider the content of the Contributions Plan and whether the variation prejudices the provision of public services or public amenities for the Development.
- (3) The scope of an Item of Work or Land is not to be varied unless Council and the Developer, acting reasonably, agree in writing to the variation.

7.2 Deferral of the timing of Completion of an Item of Works or Land

- (1) Notwithstanding any other provision of this document, if the Developer forms the view at any time, that:
 - (a) it is unable to Complete any Item of Work or dedicate any Item of Land by the time specified in Part 1 of **Schedule 4**; or
 - (b) it believes that there is a risk of damage to any Item of Work or Land if they are delivered by the time required in Part 1 of **Schedule 4**.

(Deferred Works or Land), then the Developer may seek Council's approval to defer the Completion of the relevant Item of Work or dedication of the relevant Item of Land by providing written notice to Council:

- (c) identifying the relevant Item of Work or Land that the Developer proposes to defer;

- (d) specifying the reason for the request to defer the Completion of that Item of Work or dedication of that Item of Land; and
- (e) identifying the anticipated or proposed time for Completion of the relevant Item of Work or dedication of the relevant Item of Land.

(2) Council, acting reasonably, must give the Developer a written notice within thirty (30) Business Days of the date upon which the Developer serves written notice upon Council in accordance with paragraph (1) stating:

- (a) whether or not it consents to the deferral;
- (b) the revised date for Completion or dedication required by Council; and
- (c) any reasonable conditions Council requires with respect to the deferral (including any requirement for additional Security on account of that deferral, but only to the extent necessary to ensure that Council holds adequate security based on the then estimated cost to complete the relevant Item of the Works or the value of the relevant Item of Land as specified in Schedule 4 for that Item).

(3) If Council consents to the deferral of the Deferred Works or Land, then the following applies:

The Developer must comply with any conditions required by Council under paragraph (2) above.

- (a) Provided the Developer satisfies those conditions, the Developer will not be considered to be in breach of this document as a result of a failure to achieve Completion or dedication of the relevant Deferred Works or Land by the time for Completion or dedication (as the case may be) specified in this document.
- (b) The time for dedication or completion of the Deferred Works or Land under this document is the revised date for Completion specified by Council under paragraph (2)(b) above.

8 Procedures relating to the dedication of Land

8.1 Plan of Management

The Developer must:

- (1) as a Development Contribution, fund and prepare a draft Plan of Management for any part of the Land on which an Open Space & Recreation Work is to be constructed; and
- (2) provide the draft Plan of Management to Council for Council's consideration not less than six (6) months prior to the time the Land the subject of the draft Plan of Management is required to be dedicated.

8.2 Works to be Completed prior to dedication

Unless Council gives its prior written consent or unless otherwise set out in this document to the contrary, the Developer must not dedicate any part of the Land in accordance with this document unless:

- (1) if required under this document, a Plan of Management prepared under clause 8.1 has been accepted by Council; and
- (2) any Works required to be carried out on that part of the Land have either been:
 - (a) Completed; or
 - (b) deferred in accordance with clause 7.2 to a date after the date that the relevant Land is required to be dedicated under this document.

8.3 Dedication process

- (1) A Development Contribution comprising the dedication of any part of the Land is made for the purposes of this document when:
 - (a) a deposited plan is registered in the register of plans held with the Registrar General that:
 - (i) dedicates the relevant part of the Land as a public road (including a temporary public road) under the *Roads Act 1993 (NSW)*; or
 - (ii) creates a public reserve or drainage reserve under the *Local Government Act 1993 (NSW)*; or
 - (b) Council is otherwise registered as the proprietor of the relevant Land.
- (2) The Developer will give Council, for execution by Council as transferee, an instrument of transfer under the *Real Property Act 1900 (NSW)* in registrable form relating to the Land to be dedicated under this document. Within fifteen (15) Business Days of receiving it from the Developer, Council is to execute it and return it to the Developer.
- (3) Council agrees that it will accept the dedication or transfer of any part of the Land subject to the Permitted Encumbrances.
- (4) The Developer must ensure that upon dedication or transfer all Encumbrances other than Permitted Encumbrances are removed from the title of any part of the Land dedicated to Council under this document.

8.4 Remediation of Land to be dedicated to Council

- (1) All Land to be dedicated to Council under the document must be:
 - (a) certified by an Accredited Site Auditor as meeting the Residential "A" land use criteria as defined in National Environment Protection (Assessment of Site Contamination) Measure (NEPM) as amended in 2013, unless Council agrees in writing to another measure, standard or guideline (at its absolute discretion); and
 - (b) free from any on-site containment or capping of contaminated soil.
- (2) If any remediation activities are needed to achieve the requirements of paragraph (1), those activities must be defined in a Remedial Action Plan including remedial methodology, validation criteria and validation procedures.
- (3) Any Remedial Action Plan referred to in paragraph (2) must be prepared, or reviewed and approved, by a consultant engaged by the Developer at its cost who is certified

under a contaminated land consultant certification scheme as recognised by the New South Wales Environment Protection Authority.

9 Procedures relating to Works

9.1 Design and Specification

- (1) Before commencing construction of any Item of Work, the Developer must submit to Council for its approval the Detailed Design for the Work.
- (2) At any time prior to the receipt of the Detailed Design of a Work under paragraph (1), Council may provide the Developer with a direction to vary that Item of Work, subject to any such variation:
 - (a) not unreasonably or substantially increasing the cost and timeframe to Complete the Work;
 - (b) not resulting in a change to the matters identified as core elements for that Work in the Contributions Plan; or
 - (c) not being inconsistent with this document or any Development Consent for the Development;
- (3) If, within thirty (30) days of the date of submission referred to in paragraph (1):
 - (a) Council notifies the Developer in writing of its approval of the Detailed Design, the Developer must carry out and Complete the relevant Item of Work in accordance with that Detailed Design;
 - (b) Council fails to notify the Developer in writing that it:
 - (i) approves or does not approve of the Detailed Design; or
 - (ii) does not require the Developer to make modifications to be made to that Detailed Design,Council is taken to have approved the Detailed Design of the Item of Work and the Developer may carry out and Complete the Work in accordance with that Detailed Design; or
 - (c) Council notifies the Developer in writing that it does not approve of the Detailed Design or requires the Developer to make modifications identified in that notice, the Developer may:
 - (i) amend the Detailed Design and submit to Council the amended Detailed Design, in which case the Developer must submit any such amended Detailed Design to Council under paragraph (1); or
 - (ii) if the Developer does not agree with the modifications requested by Council, refer the matter for expert determination or mediation under this document.
- (4) For the purpose of clarity, paragraph (3) applies to any amended Detailed Design submitted by the Developer.

9.2 Standard of construction of Work

Any Work that the Developer is required to carry out under this document must be carried out in accordance with:

- (1) this document;
- (2) any further agreement entered into under clause 3.4;
- (3) the Detailed Design for the Work approved under clause 9.1;
- (4) the requirements of any approval, consent, permission or licence issued by a relevant Authority;
- (5) any Australian standards and other laws applicable to the Work; and
- (6) in a proper and workmanlike manner, complying with current industry practice and standards relating to the Work.

9.3 Access for Works

- (1) The Developer must permit Council, its officers, employees, agents and contractors to enter the Land or any other land at any time, upon giving reasonable prior notice, to:
 - (a) inspect, examine or test any Work; or
 - (b) remedy any breach by the Developer in carrying out a Work.
- (2) Where Council, its officers, employees, agents and contractors enter the Land for the purposes outlined within this clause 9.3, Council must abide by all reasonable work, health and safety requirements of the Developer.
- (3) Council may at its absolute discretion and in accordance with Council policies and any applicable law from time to time permit the Developer to enter and occupy any land owned or controlled by Council for the purposes of enabling the Developer to comply with their obligations under clauses 11 and 13 of this document, provided that, at all times, the Developer complies with Council's reasonable written directions, as well as Council's policies.

9.4 Protection of people and property

The Developer must ensure to the extent reasonably practicable in carrying out any Work that:

- (1) all necessary measures are taken to protect people and property;
- (2) unnecessary interference with the passage of people and vehicles is avoided; and
- (3) nuisances and unreasonable noise and disturbances are prevented.

10 Provisions with respect to the Completion of the Works

10.1 Developer must notify

The Developer must provide a Completion Notice to Council within ten (10) Business Days of the Developer believing it has achieved Completion of any Item of Work.

10.2 Inspection

Council must inspect the Item of Work set out in a Completion Notice within ten (10) Business Days of the receipt of that Completion Notice.

10.3 Council to notify

- (1) Within the earlier of:
 - (a) ten (10) Business Days of inspecting the Item of Work identified in a Completion Notice; and
 - (b) twenty (20) Business Days from the receipt of the relevant Completion Notice,

Council must provide notice in writing to the Developer that:

 - (c) Council is satisfied that the Item of Work has been Completed; or
 - (d) Council is not satisfied that the Item of Work has been Completed, in which case the notice must also detail Council's reasons for that decision.
- (2) If Council provides a notice to the Developer under paragraph (c) or does not provide the Developer with notice in accordance with paragraph (1), then the Item of Work set out in the Completion Notice will be deemed to have been Completed, and the Development Contribution comprising that Item of Work will be recognised as having been provided for the purpose of this document, on the date nominated in the Completion Notice.
- (3) Where Council serves notice on the Developer pursuant to paragraph (d) the Developer must:
 - (a) carry out such works as are required to address the matters set out in the notice within three (3) months from the date it is issued by the Council unless otherwise agreed by the Council; or
 - (b) serve a notice on the Council that it disputes the matters set out in the notice. If the Developer serves notice on the Council in accordance with paragraph (a) the expert determination process at clause 19 will apply.

10.4 Developer's further notification

- (1) Where the Developer rectifies the Works in accordance with clause 10.3(3)(a) it must serve upon the Council a new Completion Notice for the Item of Work it has rectified (**New Completion Notice**).
- (2) The provisions of clauses 10.1 to 10.4 (inclusive) apply to any New Completion Notice issued by the Developer.

10.5 Works-as-executed-plan

No later than sixty (60) days after an Item of Work is Completed in accordance with this document, the Developer must submit to Council:

- (1) a full works-as-executed-plan for the relevant Item of Work; and

- (2) the technical or operation manual, specifications and warranties (if any) for any product that forms part of the relevant Item of Work.

10.6 Hand-over of Works

- (1) Subject to anything to the contrary in this document, Council accepts responsibility for an Item of Work on the later of:
 - (a) the date when the Item of Work is Completed for the purposes of this document; or
 - (b) if the Work is carried out on Land which is to be dedicated to Council under this document, the date of dedication of that Land.
- (2) The Developer, at its own cost, must repair and make good to the satisfaction of Council (acting reasonably) any loss or damage to a Work from any cause whatsoever which occurs before the Work is Completed for the purposes of this document.

11 Procedures relating to the rectification of defects

11.1 Definition of Defects Liability Period

In this clause 11 the following definitions apply:

- (1) **Building Works** has the same meaning as in the Act.
- (2) **Defects Liability Period** means twelve (12) months from the date the Work is Completed for the purposes of this document.

11.2 Council may issue Rectification Notice

During the Defects Liability Period, Council may give to the Developer a Rectification Notice.

11.3 Developer must comply with Rectification Notice

The Developer must comply with a Rectification Notice at its own cost, according to the terms of that notice and to the satisfaction of Council, acting reasonably.

11.4 If the Developer fails to comply with a Rectification Notice

- (1) Council may enter upon the Land for the purpose of satisfying a Rectification Notice where the Developer has failed to comply with, the Rectification Notice, but only after giving the Developer not less than ten (10) Business Days written notice of its intention to do so.
- (2) If Council elects to exercise the step-in rights granted to it under paragraph (1) then:
 - (a) Council may:
 - (i) enter upon any part of the Land to which it requires access in order to satisfy the obligations of the Developer in accordance with the Rectification Notice; and
 - (ii) rectify the relevant Defects in accordance with the Rectification Notice; and

- (b) the Developer must not impede or interfere with Council in undertaking that work.
- (3) Where Council exercises its step-in rights in accordance with this clause 11.4, all costs incurred by Council in rectifying the relevant Defects may be claimed by Council as a liquidated debt immediately due and owing by the Developer.

11.5 End of the Defects Liability Period

- (1) By no later than ten (10) Business Days prior to the end of the Defects Liability Period:
 - (a) Council will undertake a final inspection of the relevant Item of Work; and
 - (b) Council may either:
 - (i) by way of written notice to the Developer, confirm that the Item of Work is acceptable to Council, acting reasonably; or
 - (ii) issue a Rectification Notice to the Developer if it identifies a Defect in any part of the Item of Work.
- (2) If Council issues a Rectification Notice under paragraph (ii), the Developer must comply with the Rectification Notice at its own cost, according to the terms of that Rectification Notice and to the satisfaction of Council, acting reasonably (and for the purpose of clarity, clause 11.4 applies with respect to any such Rectification Notice).
- (3) Council may not issue a further Rectification Notice under paragraph (1) for any additional unacceptable parts of the Item of Work that were not identified in the Rectification Notice issued under paragraph (ii).
- (4) If Council does not issue a Rectification Notice within ten (10) Business Days after undertaking a final inspection of the Works under paragraph (a), the Works will be deemed to be acceptable to Council.
- (5) If Council issues a Rectification Notice under paragraph (1), the Defects Liability Period for the Item of Work the subject of that Rectification Notice does not end for the purpose of this document until the relevant matters set out in that Rectification Notice have been addressed in accordance with this document.

12 Failure to carry out Work

12.1 Council may issue notice

- (1) If Council considers that the Developer is in breach of any obligation under this document relating to the carrying out of any Work, including Work the subject of a Rectification Notice, Council may give the Developer a notice under this clause 12.
- (2) The notice may require the Developer to:
 - (a) rectify the breach to Council's satisfaction; and
 - (b) immediately cease carrying out further work relating to the Work except to rectify the breach.

(3) A notice given under paragraph (1) must allow the Developer not less than twenty eight (28) Business Days (or such further period as Council considers reasonable in the circumstances) to rectify the breach.

12.2 Developer must comply

The Developer must comply with any notice issued by Council under clause 12.1

12.3 If Developer fails to comply

(1) Without limiting any other rights Council has to enforce this document, if the Developer does not comply with a notice given under clause 12.1 then Council may:

- (a) call upon the Security;
- (b) carry out and complete the Work the subject of the Developer's breach; and
- (c) in the event the costs reasonably incurred by Council in carrying out the Works cannot be met by the Security, the Developer must pay the difference to Council within twenty eight (28) days of receiving a written demand for such payment by Council.

(2) Clauses 19 and 20 do not prevent a notice being given under clause 12.1, nor do they apply to such a notice or the circumstances relating to the giving of the notice. Any procedure commenced under clause 19 or clause 20 ceases to apply when such a notice is given.

(3) For the purposes of paragraph (1), the costs which Council can recover include fees and charges incurred by Council, Council's employees, agents and contractors, and legal costs and expenses.

13 Maintenance and management of Works

13.1 Definitions

(1) In this clause the following definitions apply:

- (a) **Hard Landscaping Work** means items such as paving, seating, buildings, signage, lighting, playground equipment, and any other landscaping work that is not a Soft Landscaping Work.
- (b) **Maintenance Period** means a period of twelve (12) months commencing on the date the Work is Completed for the purpose of this document.
- (c) **Maintenance Compliance Certificate** means a written notice issued by Council in accordance with clause 13.3(4)(b)(i) or an Independent Verifier in accordance with clause 13.3(9)(b)(i).
- (d) **Maintenance Standards** means the maintenance standards and performance criteria of what constitutes fair wear and tear for the Works during the Maintenance Period set out in any Plan of Management or draft Plan of Management relating to the Work or the land on which the Work is or is to be located.

(e) **Soft Landscaping Work** means any Work comprising the planting of vegetation and associated preparation of planting beds or growing medium, such as shrubs, groundcovers, mulch and grass.

(f) **Water Quality and Treatment Basin Work** means any work comprising landscaping of grasses, shrubs and/or trees with an underlying filter media installed as bio-retention basins, wetlands and/or swales.

13.2 Developer must maintain

Subject to clause 13.5(1) and 13.5(2), the Developer must maintain each Hard Landscaping Work, Soft Landscaping Work, and Water Quality and Treatment Basin Work during the Maintenance Period in accordance with:

- (1) any matters set out in clause 9.2;
- (2) any Plan of Management or draft Plan of Management relating to the Work or the land on which the Work is or is to be located; and
- (3) the Maintenance Standards.

13.3 Maintenance Compliance Certificate

- (1) The Developer may seek a Maintenance Compliance Certificate for a Work from either Council or an Independent Verifier.
- (2) If the Developer elects to appoint Council to issue the Maintenance Compliance Certificate:
 - (a) Council is to undertake an inspection of the Work the subject of the Maintenance Period:
 - (i) in respect of Hard Landscaping Work every three (3) months commencing on the date that the Work is completed for the purpose of this document;
 - (ii) in respect of Soft Landscaping Work, every six (6) months commencing on the date that the Work is completed for the purpose of the document; and
 - (iii) in respect of Water Quality and Treatment Basin Works, every six (6) months commencing on the date that the Work is completed for the purpose of the document.
- (3) After each inspection, Council is to provide written notice to the Developer advising whether the Work has been maintained and managed in accordance with clause 13.2.
- (4) By no later than ten (10) Business Days prior to the end of the Maintenance Period:
 - (a) Council will undertake a final inspection of the Work; and
 - (b) Council may either:
 - (i) by way of written notice to the Developer, confirm that the Work has been maintained by the Developer in accordance with this clause 13; or

- (ii) issue a notice to the Developer if it identifies any part of the Work which has not been maintained by the Developer in accordance with this clause 13.
- (5) If Council issues a notice under clause 13(ii) the Developer must comply with that notice at its own cost.
- (6) Council may not issue a further notice under clause 13.3(4)(b)(ii) for any additional unacceptable parts of the Work that were not identified in the original notice issued under 13.3(4)(b)(ii).
- (7) If the Developer elects to appoint an Independent Verifier to issue the Maintenance Compliance Certificate:
 - (a) prior to the provision of an Occupation Certificate, the Developer is to give Council written notice of the details of the nominated Independent Verifier;
 - (b) within twenty (20) Business Days' of notice provided in clause 13.3(7)(a) the parties are to agree on the appointment of an Independent Verifier and in the event that the parties cannot agree, then the Independent Verifier to be nominated by the Ecological Consultants Association of NSW for Water Quality and Treatment Basin Works and Australian Institute of Landscape Architects for Hard Landscaping Works and Soft Landscaping Works; and
 - (c) the Independent Verifier is to undertake an inspection of the Work the subject of the Maintenance Period:
 - (i) in respect of Hard Landscaping Work every three (3) months commencing on the date that the Work is completed for the purpose of this document; and
 - (ii) in respect of Soft Landscaping Work, every six (6) months commencing on the date that the Work is completed for the purpose of the document.
 - (iii) in respect of Water Quality and Treatment Basin Works, every six (6) months commencing on the date that the Work is completed for the purpose of the document.
- (8) After each inspection, the Independent Verifier is to provide written notice to each of the parties advising whether the Work has been maintained and managed in accordance with clause 13.2.
- (9) By no later than ten (10) Business Days prior to the end of the Maintenance Period:
 - (a) the Independent Verifier will undertake a final inspection of the Work; and
 - (b) the Independent Verifier may either:
 - (i) by way of written notice to the Developer, confirm that the Work has been maintained by the Developer in accordance with this clause 13; or
 - (ii) issue a notice to the Developer if it identifies any part of the Work which has not been maintained by the Developer in accordance with this clause 13.

- (10) If the Independent Verifier issues a notice under clause 13.3(9)(b)(ii) the Developer must comply with that notice at its own cost.
- (11) The Independent Verifier may not issue a further notice under clause 13.3(9)(b)(ii) for any additional unacceptable parts of the Work that were not identified in the original notice issued under 13.3(9)(b)(ii).
- (12) If Council does not agree with the decision of the Independent Verifier referred to in clause 13.3(9)(b)(i), then clause 19 applies.
- (13) For the purposes of this clause, maintenance includes repairing damage caused by vandalism to the Work (including replacement of plants due to vandalism) but does not include deterioration as a result solely of fair wear and tear.

13.4 No further claim against Developer

If the Developer has complied with its obligations under this clause 13, Council cannot make any Claim (other than a Claim arising from the negligence of the Developer or a breach of this document by the Developer), objection or demand about the state or condition of a Work after the end the Maintenance Period for that Work, other than with respect to Defects notified to Council in accordance with clause 10.5.

13.5 Developer may elect to pay monetary contribution

- (1) At the request of the Developer and provided that Council agrees, the Developer may satisfy any of its obligations in relation to the maintenance and management of the Works by paying the Notional Value assigned to the respective maintenance and management of the Work as a monetary contribution in the manner set out in clause 6.
- (2) Council agrees that if the Developer performs its obligations under this document in relation to maintenance and management of a Work in accordance with paragraph (1), Council will hold the monetary Development Contribution for the purpose of the maintenance and management of the Work and apply the money towards that purpose.
- (3) The Developer must give, or procure, reasonable access to Council to that part of the Land upon which management and maintenance of the Work are to be carried out by Council in accordance with paragraph (2).
- (4) For the avoidance of doubt, if the Developer pays the Notional Value for the maintenance and management of the Work in lieu of carrying out the maintenance and management pursuant to paragraph (1), the Developer is not required to carry out the maintenance and management of the Work.

14 Council may withhold Subdivision Certificate

14.1 Subdivision Certificate for Final Lots

- (1) The Developer may only make, or cause, suffer or permit the making of, an application for a Subdivision Certificate that creates a Final Lot in the Development if, at the date of the application, the Developer is not in breach of its obligation to make Development Contributions under this document which this document requires to be made before that Subdivision Certificate is issued.
- (2) If an application for a Subdivision Certificate that creates a Final Lot in the Development is made in spite of paragraph (1), Council may withhold the issue of that Subdivision

Certificate until the Developer has made all Development Contributions under this document required to be made prior to that Subdivision Certificate being issued.

14.2 Council may withhold Subdivision Certificates

- (1) The Developer acknowledges and agrees that the issue of a Subdivision Certificate may be withheld if, at the relevant time, the Developer is in breach of any obligation to make Development Contributions under this document which this document requires to be made before that Subdivision Certificate is issued, until such time as:
 - (a) the breach is rectified; or
 - (b) Council calls upon the Security provided by the Developer in respect of the Development Contributions to which the breach relates and any amount required to be paid by the Developer under this document on account of that breach over and above the amount of the Security is paid in full.
- (2) For the purpose of clarity, Council may not withhold the issue of a Subdivision Certificate if the Developer has not met its obligations to maintain and manage Works after those Works have been Completed.

15 Security for the dedication of land

15.1 Council may acquire

If the Developer does not dedicate any part of the Land required to be dedicated under this document by the time by which it is required to be dedicated, the Developer agrees that Council may compulsorily acquire that land:

- (1) for compensation in the amount of \$1.00 without having to follow the pre-acquisition procedures under the Just Terms Act; and
- (2) at any time determined by Council.

15.2 Agreement to acquire

The parties acknowledge and agree that clause 15.1 constitutes an agreement for the purpose of section 30 of the Just Terms Act.

15.3 Additional comfort for Council

- (1) If, as a result of an acquisition referred to in clause 15.1, Council is required to pay compensation to any person other than the Developer, the Developer must reimburse Council, as a Development Contribution, for that amount upon a written request being made by Council.
- (2) The Developer indemnifies and keeps indemnified Council against all Claims made against Council as a result of any acquisition by Council of the whole or any part of the Land that is required to be dedicated under this document.
- (3) The Developer must promptly do all things necessary, and consent to Council doing all things necessary, to give effect to this clause 15, including without limitation:
 - (a) signing any documents or forms;
 - (b) giving land owner's consent for the lodgement of any Development Application;

- (c) producing certificates of title (or other relevant documents evidencing title) to the Registrar-General under the *Real Property Act 1900* (NSW); and
- (d) paying Council's costs arising from this clause 15.

15.4 Developer must not deal with property

- (1) The Developer must not during the term of this document:
 - (a) sell, transfer, mortgage, charge or grant a lease or license or any other right of occupancy to any person over a lot which has been created by a subdivision of the Land and which lot is required to be dedicated to Council; or
 - (b) sell, transfer, or grant a lease over any Super Lot which partly comprises land be dedicated to Council,
- without first obtaining Council's consent in writing.
- (2) Council may, at its absolute discretion, refuse its consent or give consent with conditions.
- (3) For the purpose of clarity, clause 15.4(1) does not preclude the Developer from entering into a contract for the sale of a proposed Final Lot (including a contract for an "off the plan" sale), provided that the Final Lot does not consist of any Land to be dedicated to Council.

16 Security for carrying out of Work

16.1 Provision of Security

Subject to paragraph 16.2, prior to the issue of a Construction Certificate for any stage of the Development where an Item of Work must be Completed prior to the issue of a Subdivision Certificate with respect to that stage, the Developer must provide Council with separate Bank Guarantees:

- (1) for the amount equivalent to the Contribution Value for the relevant Item of Works that have not been Completed (**Primary Security**); and
- (2) for an amount equivalent to ten percent (10%) of the Contribution Value for the relevant Item of Works (**Defects Security**),
- (3) (collectively referred to as the **Security**).

16.2 Floating Security

The Developer may satisfy clause 16.1 by allowing Council to retain any Security previously provided under this document (or the Prior Planning Agreement), or substituting one instrument of Security for another, provided that Council holds Security in an amount no less than the aggregate required to be provided by the Developer under this clause 16 at the relevant time.

16.3 Council may call on Security

If the Developer is indebted to Council under this document, without limiting any other remedies available to it, Council may call on any Security held by Council at that time.

16.4 Top up of Security

If Council calls on the Security, Council, by notice in writing to the Developer, may require the Developer to provide a further or replacement Security in an amount that, when added to any unused portion of any Security then held by Council, does not exceed the amount of the Security which Council is entitled to hold at that time under this document.

16.5 Release of Primary Security

Unless:

- (1) Council has made a demand against the Primary Security provided to it and that demand has not been satisfied;
- (2) if applicable, the Development Contributions on account of which that Security was provided have not been provided;
- (3) at the relevant time the relevant Item of Works to which the Primary Security relates has not been Completed; or
- (4) at the relevant time the Developer has not remedied a breach of this document of which it has been given notice by Council,

Council, upon a written request being made by the Developer, must return the Primary Security within ten (10) Business Days of such a request being made.

16.6 Release of Defects Security

Unless:

- (1) Council has made a demand against the Defects Security provided to it and that demand has not been satisfied;
- (2) the relevant Defects Liability Period has not expired; or
- (3) at the relevant time the Developer has not remedied a breach of this document of which it has been given notice by Council,

Council, upon a written request being made by the Developer, must return the Defects Security within ten (10) Business Days of such a request being made.

16.7 Indexation of value of Security value

The Developer must ensure that, on an annual basis from the date of commencement of this document, that the Security then held by Council equals the indexed amount of the Contribution Values for the relevant Works for which Security is required to be held at that time.

17 Registration of this planning agreement

17.1 Obligation to register

- (1) This document must be registered on the title of the Land pursuant to section 7.6 of the Act.
- (2) The Developer must:

- (a) do all things necessary to allow the registration of this document to occur under paragraph (1) on the title of the Land; and
- (b) pay any reasonable costs incurred by Council in undertaking that registration.

17.2 Obligations of Developer

- (1) The Developer, at its own expense must, promptly after this document comes into operation, and before the issue of any Construction Certificate or Subdivision Certificate for the Development, take all necessary and practical steps, and otherwise do anything that the Council reasonably requires, to procure:
 - (a) the consent of each person who:
 - (i) has an estate or interest in the Land; or
 - (ii) is seized or possessed of an estate or interest in the Land;
 - (b) the execution of any documents; and
 - (c) the production of the relevant title documentation,to enable the registration of this document in accordance with clause 17.1.
- (2) The Developer, at its own expense, will take all necessary and practical steps, and otherwise do anything that the Council reasonably requires:
 - (a) to allow the lodgement of this document with the Registrar-General as soon as reasonably practicable after this document comes into operation but in any event, no later than thirty (30) business days after that date; and
 - (b) to allow the registration of this document by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this document is lodged for registration.

17.3 Removal of this document from title of the Land

- (1) After the Developer has satisfied its obligations in accordance with this document, Council will do all things necessary to remove this document from the title to the Land as quickly as practicable.
- (2) From time to time, the Developer, by notice in writing, may request that Council facilitate the removal of this document from the title to any part of the Land.
- (3) This document will be removed from the title to any part of the Land if the Developer gives Council a written notice requesting such removal and:
 - (a) the Developer satisfies Council that the Developer has fulfilled its obligations to make Development Contributions under this document with respect to that part of the Land from which a removal is being sought; and
 - (b) the Developer is not otherwise in default of any of its material obligations under this document.
- (4) For the purpose of clarity, the requirement in paragraph 3(a) will be met for Final Lots on part of the Land, if the Developer satisfies the Council that the Developer has

delivered all Development Contributions which are a pre-requisite to the release of a Subdivision Certificate for the creation of those Final Lots on that part of the Land.

(5) Without limiting paragraph (3), this document will be removed from the title to a Super Lot if the Developer gives Council a written notice requesting such removal and:

- (a) the Developer has provided Security under this document with respect to any:
 - (i) items of Work required to be provided prior to the release of any Subdivision Certificate for the creation of Final Lots from that Super Lot; and
 - (ii) monetary contribution determined by Council, acting reasonably, that will be required to be paid upon any subdivision of that Super Lot, or
- (b) the Developer has complied with its obligations under this document with respect to that part of the Land to which such notice relates.

(6) Upon receipt of a notice under this clause 17.3, Council will do all things necessary to remove this document from the title to the Land specified in the notice as quickly as practicable if the party giving the notice has complied with its obligations under this clause 17.3.

18 Enforcement

- (1) Either party may enforce this document in any court of competent jurisdiction.
- (2) For the avoidance of doubt, nothing in this document prevents:
 - (a) a party from bringing proceedings in the Court to enforce any aspect of this document or any matter to which this document relates; and/or
 - (b) Council from exercising any function under the Act or any other Act or Law relating to the enforcement of any aspect of this document or any matter to which this document relates.

19 Dispute resolution - expert determination

19.1 Application of this clause

- (1) This clause applies to a dispute under this document about a matter that can be determined by an appropriately qualified expert (**Expert Determination Dispute**).
- (2) An Expert Determination Dispute is taken to arise if a party gives the other party a notice in writing specifying particulars of the dispute and requiring it to be determined by an appropriately qualified expert (**EDD Notice**).
- (3) If the parties disagree over whether a dispute is properly an Expert Determination Dispute, then either party may refer that issue to the Chief Executive Officer (**CEO**) of the professional body that represents persons with the relevant expertise, for a determination of that issue. The CEO's determination is final and binds the parties.

19.2 Selection and engagement of Expert

- (1) If an EDD Notice has been given under clause 19.1, the parties must use all reasonable endeavours to agree on a person who is independent of the parties, and is qualified in

fields which are relevant to the issues comprising the Expert Determination Dispute, as the expert to determine the issues.

- (2) If the parties have not reached agreement on an expert within ten (10) Business Days of the giving of the relevant EDD Notice, either party may refer the dispute to the President of the NSW Law Society to nominate an expert to determine the dispute.
- (3) The parties must use their best endeavours to finalise the terms of the expert's retainer and appoint the expert as soon as possible and, in any event, within ten (10) Business Days after the expert has been agreed or nominated in accordance with this clause 19, and which must include directions to the expert to undertake the determination of the Expert Determination Dispute in accordance with this clause 19.
- (4) If the expert appointed under paragraph (3) dies or resigns, or the parties agree to replace the expert, then paragraphs (1), (2) and (3) re-apply as if a notice was given under clause 19.1 in respect of the same issues on the day on which all parties became aware that the expert has died or resigned or they agree to replace the expert.

19.3 Expert no longer independent

If the expert becomes aware at any stage of any circumstance that might reasonably be considered to adversely affect the expert's capacity to act independently or impartially:

- (1) the expert must inform the parties immediately;
- (2) the appointment of the expert will terminate unless the parties agree otherwise; and
- (3) if they agree to replace the expert, the parties must promptly do all things necessary to do so.

19.4 Role of the expert

- (1) The parties acknowledge and agree that the expert should, and they will use their best endeavours to ensure that expert will:
 - (a) issue his or her determination with respect to the Expert Determination Dispute as soon as possible;
 - (b) treat all information provided to him or her in relation to the Expert Determination Dispute as confidential;
 - (c) act as an expert and not as an arbitrator;
 - (d) act independently of the parties, and act fairly and impartially as between the parties;
 - (e) give each party a reasonable opportunity of presenting its case by way of written submissions (which must be provided in full to the other party) and countering any arguments of any opposing party by way of written submissions in reply;
 - (f) proceed in any matter he or she thinks fit;
 - (g) determine whether it is appropriate to co-opt legal or other technical expertise to assist his or her coordination of the dispute;

- (h) conduct any investigation which he or she considers necessary to resolve the dispute;
- (i) examine such documents, and interview such persons, as he or she may require; and
- (j) make such directions for the conduct of the expert determination as he or she considers necessary.

19.5 Determination of the expert

- (1) The parties acknowledge and agree that the determination of the expert binds the parties, except in the case of the expert's fraud or misfeasance.
- (2) If the determination of the expert contains a clerical mistake, an error arising from an accidental inclusion or omission, a material miscalculation of figures, a material mistake in the description of any person, matter or thing, or a defect of form, then:
 - (a) the party which noticed the relevant matter must notify the other party in writing promptly,
 - (b) the parties must use their best endeavours to ensure that the expert corrects the determination within ten (10) Business Days after they receive notice; or
 - (c) if the expert does not correct the determination within that time, the parties may agree to appoint a substitute expert.
- (3) Each party must bear its own costs arising from or in connection with the appointment of the expert and the expert determination and must pay one-half of the expert's costs and any incidental costs of facilitating the expert determination.

20 Dispute resolution – mediation

20.1 Application

This clause applies to any dispute under this document other than a dispute to which clause 19 applies (**Mediation Dispute**).

20.2 Notice

A Mediation Dispute is taken to arise if one party gives the other party a notice in writing specifying particulars of the dispute (**MD Notice**).

20.3 Procedure

- (1) The parties must meet within fourteen (14) days of the service of an MD Notice to try to resolve the Mediation Dispute.
- (2) If the Mediation Dispute is not resolved within a further twenty eight (28) days, the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time, and must request the President of the Law Society, or the President's nominee, to select a mediator.
- (3) If the Mediation Dispute is not resolved by mediation within a further twenty eight (28) days, or any longer period that may be needed to complete any mediation process which has been started, then the parties may exercise their legal rights in relation to the

matter the subject of the Mediation Dispute, including by taking legal proceedings in a court of competent jurisdiction in New South Wales.

21 Assignment and sale of Land

- (1) Unless the precondition specified in paragraph (2) is satisfied, the Developer must not:
 - (a) transfer the Land or any part of it, other than a Final Lot, to any person other than Council; or
 - (b) assign its rights or obligations under this document, or novate this document, to any person.
- (2) The precondition to be satisfied under paragraph (1) is that the Developer has, at no cost to Council, procured the execution by the person to whom the Developer proposes to assign the Land, or to whom the Developer's rights or obligations under this document are to be assigned or novated (**Third Party**), of an agreement in favour of Council to the effect that the Third Party is bound as if a party to this document.

22 Position of Council

22.1 Consent authority

The parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the terms of the Legislation.

22.2 Agreement does not fetter discretion

This document is not intended to operate to fetter, in any unlawful manner:

- (1) the power of Council to make any Law; or
- (2) the exercise by Council of any statutory power or discretion,
(Discretion).

22.3 Severance of provisions

- (1) No provision of this document is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause, any provision of this document is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the parties agree:
 - (a) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 22 is substantially satisfied; and
 - (b) in the event that paragraph (a) cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this document has full force and effect.
- (2) Where the Law permits Council to contract out of a provision of that Law or gives Council power to exercise a Discretion, then if Council has in this document contracted out of a provision or exercised a Discretion under this document, then to that extent this document is not to be taken to be inconsistent with the Law.

22.4 No obligations

Nothing in this document will be deemed to impose any obligation on Council to exercise any of its functions under the Act in relation to the Land or the Development.

23 Indemnity and Insurance

23.1 Indemnity

(1) Each party indemnifies the other party from and against all Claims that may be sustained, suffered, recovered or made against each other party arising in connection with the performance of that party's obligations under this document except if, and to the extent that, the Claim arises because of another party's negligence or default.

23.2 Insurance

(1) The Developer must take out and keep current to the satisfaction of Council the following insurances in relation to Work required to be carried out by the Developer under this document, up until the time that the Work is taken to have been Completed in accordance with this document:

- (a) contract works insurance, noting Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
- (b) public liability insurance for at least \$20,000,000.00 for a single occurrence which covers Council, the Developer and any subcontractor of the Developer, for liability to any third party,
- (c) workers compensation insurance as required by law, and
- (d) any other insurance required by law.

(2) If the Developer fails to comply with clause 23.2(1), Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to Council and may be recovered by Council as it deems appropriate, including:

- (a) by calling upon any Security provided by the Developer to Council pursuant to clause 16; or
- (b) recovery as a debt due in a court of competent jurisdiction.

(3) The Developer must not commence to carry out any Work unless it has first provided to Council satisfactory written evidence of all of the insurances specified in clause 23.2(1).

(4) Council acknowledges and agrees that the insurances required to be taken out and kept current by the Developer in accordance with this clause 23.2 may be novated to the Third Party.

24 Review of this document

24.1 Developer to report

- (1) The Developer must provide Council with a report every three (3) years detailing the performance of the Developer's obligations under this document.
- (2) The report is to be:
 - (a) given no later than every three (3) years from the date on which this document is entered into; and
 - (b) in the form and addressing the matters Council notifies to the Developer from time to time.

24.2 Parties to review

- (1) The parties are to review this document every three (3) years, and otherwise if either party considers that any change of circumstance has occurred, or is imminent, that materially affects the operation of this document.
- (2) For the purposes of paragraph (1), the relevant changes include any change to a Law that restricts or prohibits, or enables Council or any other planning authority to restrict or prohibit, any aspect of the Development.
- (3) For the purposes of addressing any matter arising from a review of this document referred to in paragraph (1), the parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this document.
- (4) If this document becomes illegal, unenforceable or invalid as a result of any change to a law, the parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this document is entered into.
- (5) A party's failure to agree to take action requested by the other party as a consequence of a review referred to in paragraph (1) is not a dispute for the purposes of clauses 19 and 20, and is not a breach of this document.

25 GST

- (1) In this clause 25 the following definitions apply:
 - (a) Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice have the meaning given by the GST Law.
 - (b) **GST Amount** means in relation to a Taxable Supply the amount of GST payable for the Taxable Supply.
 - (c) **GST Law** has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
 - (d) **Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a Party includes an Input Tax Credit for an acquisition made by that Party but to which another member of the same GST Group is entitled under the GST Law.

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

(2) Subject to paragraph (4), if GST is payable on a Taxable Supply made under, by reference to or in connection with this document, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.

(3) Paragraph (2) does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this document to be GST inclusive.

(4) No additional amount is payable by Council under paragraph (2) unless, and only to the extent that, Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.

(5) If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this document by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), the parties agree:

- (a) to negotiate in good faith to agree the GST inclusive market value of those Supplies before issuing Tax Invoices for those Supplies; and
- (b) that any amounts payable by the parties in accordance with clause (as limited by paragraph (2) (as limited by clause 47(d)) to each other for those Supplies will be set off against each other to the extent that they are equivalent in amount.

(6) No payment of any amount under this clause 25, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided the recipient with a Tax Invoice or Adjustment Note as the case may be.

(7) Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

(8) This clause continues to apply after expiration or termination of this document.

26 General provisions

26.1 Notices

(1) A notice, consent, information, application or request (**Notification**) that must or may be given or made to:

- (a) any other party under this document, must only be given or made if it is in writing and sent in one of the following ways:
- (b) delivered or posted to that party at its address set out in this document; or
- (c) emailed to that party at its email address set out in this document.

- (2) A party may change its address or email address by giving the other party three (3) Business Days' notice of the change, in which case the new address or email address is treated as the address or number in this document.
- (3) A Notification is to be treated as given or made under paragraph (a) if it is:
 - (a) delivered, when it is left at the relevant address;
 - (b) sent by post, two (2) Business Days after it is posted; or
 - (c) sent by email, and the sender does not receive a delivery failure message from the sender's internet service provider within a period of twenty-four (24) hours of the email being sent.
- (4) If a Notification is delivered, or an error-free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

26.2 Approvals and consent

- (1) In this clause 26.2, a reference to an approval or consent does not include a reference to a Development Consent.
- (2) Except as otherwise set out in this document, and subject to any statutory obligations,
 - (a) each party must act in good faith towards each other party; and
 - (b) a party must act reasonably and in a timely way in giving or withholding an approval or consent to be given under this document.
- (3) A party must give its reasons for giving or withholding consent or for giving consent subject to conditions.

26.3 Costs

The Developer is to pay Council's reasonable costs of preparing, negotiating, executing this document and any document related to this document.

26.4 Entire agreement

- (1) This document contains everything to which the parties have agreed in relation to the matters it deals with.
- (2) No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this document was executed, except as permitted by law.

26.5 Further acts

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

26.6 Governing law and jurisdiction

- (1) This document is governed by the Law of New South Wales.
- (2) The parties submit to the non-exclusive jurisdiction of its courts, and are not to object to the exercise of jurisdiction by those courts on any basis.

26.7 Representations and warranties

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

26.8 Severability

- (1) If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- (2) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part of it is to be treated as removed from this document, but the rest of this document is not affected.

26.9 Modification

No modification of this document has any effect unless it is in writing and signed by the parties and otherwise in accordance with the Act.

26.10 Waiver

- (1) A party does not waive any of the other party's obligation or breach of obligation merely by failing to do, or delaying in doing, something under this document.
- (2) A waiver by a party is effective only if it is in writing.
- (3) A written waiver by a party is effective only in relation to the particular obligation or breach for which it is given. It is not to be taken as an implied waiver of any other obligation or breach, or as an implied waiver of that obligation or breach in relation to any other occasion.

Schedule 1

Requirements under the Act

REQUIREMENT UNDER THE ACT	THIS PLANNING AGREEMENT
<p>Planning instrument and/or development application – (Section 7.4(1))</p> <p>The Developer has:</p> <p>(1) sought a change to an environmental planning instrument.</p> <p>(2) made, or proposes to make, a Development Application.</p> <p>(3) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(1) No</p> <p>(2) Yes.</p> <p>(3) Not Applicable.</p>
Description of land to which this agreement applies – (Section 7.4(3)(a))	Refer to the definition of 'Land' in Schedule 2 .
Description of change to the environmental planning instrument to which this agreement applies – (Section 7.4(3)(b))	Not applicable.
Application of section 7.11 of the Act – (Section 7.4(3)(d))	Does not apply to the Development.
Applicability of section 7.12 of the Act – (Section 7.4(3)(d))	Does not apply to the Development.
Consideration of benefits under this agreement if section 7.11 applies – (Section 7.4(3)(e))	Refer to clause 4.1(2)(b) of the Planning Agreement.
Mechanism for Dispute resolution – (Section 7.4(3)(f))	See clauses 19 and 20.
Enforcement of this agreement (Section 7.4(3)(g))	See clause 18.
No obligation to grant consent or exercise functions – (Section 7.4(3)(9))	See clause 22.

Schedule 2: **Defined terms and interpretation**

Part 1 – Defined terms

The following definitions apply unless the context requires otherwise.

Accredited Site Auditor	means a person who is certified as a site auditor under a contaminated land certification scheme as recognised by the New South Wales Environment Protection Authority.
Act	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Approval	includes approval, consent, licence, permission or the like.
Authority	means the Commonwealth of Australia, the State of New South Wales, or any department or agency of the Commonwealth of Australia or the State of New South Wales, any public authority within the meaning of the Act, and any court or tribunal.
Bank Guarantee	means an irrevocable and unconditional undertaking without any expiry or end date by one of the following trading banks:
	<ol style="list-style-type: none">(1) Australia and New Zealand Banking Group Limited.(2) Commonwealth Bank of Australia.(3) Macquarie Bank.(4) National Australia Bank Limited.(5) St George Bank Limited.(6) Westpac Banking Corporation.(7) Any other financial institution approved by Council, in its absolute discretion, in response to a request from the Developer.
Business Day	means a day other than:
	<ol style="list-style-type: none">(1) a Saturday, Sunday or public holiday in the state of New South Wales; or(2) 27, 28, 29, 30 or 31 December in any year.
Claim	against any person means any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense, or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.
Community Work	means the Works to be carried out as part of the delivery of Item 1 in Part 1 of Schedule 4.

Complete	means the point in time at which an Item of Work is fit for use and occupation, and is capable of being used and occupied for its intended purposes, except for minor omissions and minor defects which the Developer has reasonable grounds for not rectifying before public use and occupation of the Item of Work, and which will not prejudice the convenient and safe use of the Item of Work.
Completion Notice	means a notice issued under this document by the Developer to Council specifying an Item of Work that the Developer believes is Complete.
Construction Certificate	has the same meaning as in the Act.
Contributions Plan	means the <i>Menangle Park Contributions Plan 2020</i> (as amended from time to time).
Contribution Value	<p>means:</p> <ul style="list-style-type: none"> (1) in relation to an Item of Work, the amount specified in Part 1 of Schedule 4 as the “<i>Notional Value of Works</i>” for that Item of Work; and (2) in relation to an Item (or any part) comprising Land to be dedicated, the amount specified in Part 1 of Schedule 4 as the “<i>Notional Value of Land</i>” for that Land.
Court	means the Land and Environment Court of New South Wales.
Defect	means a material defect that adversely affects the structural integrity, functionality or use or enjoyment of a Work or part of a Work.
Defects Liability Period	has the meaning ascribed to it in clause 11.1.
Detailed Design	means plans and specifications which are sufficiently advanced so as to be suitable to enable the issue of a Construction Certificate for the relevant Work.
Development	<p>means the development of the Land:</p> <ul style="list-style-type: none"> (1) so as to create up to 4,525 Final Lots; (2) so as to construct the first single Dwelling on each Final Lot created by the Developer; and (3) for associated purposes including subdivision, community, retail and commercial facilities comprising up to 33,000 m² of gross floor area, parks, open space and infrastructure.
Development Application	has the same meaning as in the Act.
Development Area	means the whole of the Land identified (i.e. shaded in colour) on the Development Area Plan.
Development Area Plan	means the plan attached as Annexure 1

Development Consent	means a development consent or project approval within the meaning of the Act with respect to the Development.
Development Contribution	means any of the following, or any combination of them, to be used for, or applied towards, a public purpose:
	<ol style="list-style-type: none"> (1) a monetary contribution; (2) the dedication of land free of cost; (3) the carrying out of work; and (4) the provision of any other material public benefit.
Dwelling	means a room, or suite of rooms, occupied or used, or so constructed or adapted, as to be capable of being occupied or used, as a separate domicile to be erected on any part of the Land.
Encumbrance	means:
	<ol style="list-style-type: none"> (1) an interest or power reserved in or over an interest in any asset; (2) an interest or power created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement restriction on the use of land or positive covenant, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or (3) an interest or power by way of security for the payment of a debt or other monetary obligation or the performance of any obligation. (4) However, the parties agree that Encumbrance does not include a Biobanking agreement or similar instrument relating to the conservation of biodiversity or as otherwise agreed between the parties during approval of the Detailed Design under clause 9.
Final Lot	means a lot created as part of the Development, including a strata lot, intended for separate occupation and disposition, not being:
	<ol style="list-style-type: none"> (1) a lot created by a subdivision of the Land that is to be dedicated or otherwise transferred to Council, the Minister or TfNSW; (2) a Super Lot; and (3) a lot created:

	<ul style="list-style-type: none"> (a) for community use, ecological restoration, drainage, ecology, open space or infrastructure; (b) that is to be dedicated or otherwise transferred for public use.
Independent Verifier	means the independent verifier nominated under clause 13, substantially qualified and experienced to certify the maintenance of the Work.
Item	means each separate Development Contribution specified in Column 1 of Part 1 of Schedule 4 .
Just Terms Act	means the <i>Land Acquisition (Just Terms Compensation) Act 1991</i> (NSW).
Land	means land that is, or was prior to its subdivision, contained in Certificates of Title Folio Identifiers listed in Schedule 3 of this document.
Law	means all legislation, regulations, by-laws, common law and other binding order made by any Authority.
Legislation	means the Act, the <i>Local Government Act 1993</i> (NSW) and the <i>Roads Act 1993</i> (NSW).
LEP	means the <i>Campbelltown Local Environmental Plan 2015</i> .
Maintenance Period	has the meaning ascribed to it in clause 13.1(1)(b).
Monetary Contribution	means the amount specified as the “ <i>Monetary Contribution</i> ” in Part 2 of Schedule 4 .
Notional Value	means the value identified in Part 1 of Schedule 4 or if a Plan of Management has been prepared which assigns a value to the maintenance and management of a Work to be prepared for each Item in Part 1 of Schedule 4 , the amount specified in the Plan of Management.
Occupation Certificate	has the same meaning as in the Act.
Open Space & Recreation Work	means the Works to be carried out as part of the delivery of Items 2 to 29 in Part 1 of Schedule 4 .
Permitted Encumbrances	means any encumbrance agreed by Council as a Permitted Encumbrance.
Plan of Management	means a plan of management within the meaning of s36 of <i>the Local Government Act 1993</i> (NSW).
Prior Planning Agreement	means the document titled ‘ <i>Planning Agreement – Menangle Park (Stages 1, 2A and 2B)</i> ’ entered into by the parties on 4 February 2021 in connection with the development as contemplated by the Stage 1

	Development Application, Stage 2A Development Application and Stage 2B Development Application.
Rectification Notice	means a notice in writing that is issued in accordance with clause 11.2 or clause 11.5(1)(b)(ii), identifies a Defect in a Work, and requires rectification of the Defect within a specified period of time.
Registrar General	means the Registrar General within the meaning of the <i>Real Property Act 1900</i> (NSW).
Regulation	means the <i>Environmental Planning and Assessment Regulation 2021</i> (NSW)
Remedial Action Plan	means a report of a kind described as such in the <i>NSW Guidelines for Consultants Reporting on Contaminated Sites 2011</i> .
Security	means a Bank Guarantee provided by a financial institution acceptable to Council or other form of security to the satisfaction of Council provided in accordance with clause 16.
Subdivision Certificate	has the same meaning as in the Act.
Super Lot	means a lot that forms part of the Development which, following the registration of a plan of subdivision, is intended for further subdivision to create Final Lots.
Tax Invoice	has the same meaning as in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Traffic & Transport Work	means the Works to be carried out as part of the delivery of Items 30 to 53 in Part 1 of Schedule 4.
Trunk Drainage & Water Quality Work	means the Works to be carried out as part of the delivery of Items 54 to 69 in Part 1 of Schedule 4.
Work	means the physical result of any building, engineering or construction work in, on, over or under land, required to be carried out by the Developer under this document.

Part 2 – Interpretational rules

clauses, annexures and schedules	a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this document.
reference to statutes	a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
singular includes plural	the singular includes the plural and vice versa.
person	the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.

executors, administrators, successors	a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
dollars	Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia.
calculation of time	if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
reference to a day	a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
accounting terms	an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia.
reference to a group of persons	a group of persons or things is a reference to any two or more of them jointly and to each of them individually.
meaning not limited	the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
next day	if an act under this document to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
next Business Day	if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
time of day	time is a reference to Sydney time.
headings	headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this document.
agreement, document or instrument	a reference to any agreement, document or instrument includes the same as varied, modified, supplemented, novated or replaced from time to time.
gender	a reference to one gender extends and applies to the other and neuter gender.

Schedule 3: Land

Land owned by Dahua Group Sydney Project 2 Pty Ltd

Lot	Deposited Plan	Precinct
1257	1269274	Ridgeline
1258	1269274	Ridgeline
1259	1269274	Ridgeline
1260	1269274	Ridgeline
1261	1269274	Ridgeline
1263	1269274	Ridgeline
1264	1269274	Ridgeline
1265	1269274	Ridgeline
41	1285744	Ridgeline
44	1285744	Ridgeline
1000	1219023	Ridgeline
2	554242	Ridgeline
59	10718	Ridgeline
42	1285744	Glenlee
2008	1234643	Glenlee
32	1105615	Glenlee
12	251335	Glenlee
15	251335	Glenlee
17	251335	Glenlee
4	628052	Glenlee
D	19853	Ridgeline – Rural
2009	1234643	Ridgeline – Rural

Land owned by Dahua Group Sydney Project 3 Pty Ltd

Lot	Deposited Plan	Precinct
2985	1293392	MP South
2986	1293392	MP South
2987	1293392	MP South
2988	1293392	MP South
2989	1293392	MP South
2990	1293392	MP South
2991	1293392	MP South
2992	1293392	MP South
2993	1293392	MP South
2994	1293392	MP South

2995	1293392	MP South
2996	1293392	MP South
2997	1293392	MP South
3000	1293392	MP South

Schedule 4:
Development Contributions

Part 1 - Completion of Works and dedication of Land

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
Community							
1	Land parcel with an area of 2,500m ² for a future community centre facility (MP South)	CF1	N/A	16 months following Subdivision Certificate for 2,000th lot across all precincts	\$321,409.00	N/A	2,500m ²
Open Space & Recreation							
2	Open Space A (Glenlee)	A	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Subdivision Certificate of lots in Stage 9 (or equivalent stage east of Park A)	N/A	\$824,338.05	N/A
3	Open Space B (Glenlee)	B	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Subdivision Certificate of lots in Stage 9 (or equivalent stage east of Park B)	\$1,258,488.38	\$528,248.19	3,904m ²
4	Open Space C (Glenlee)	C	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Subdivision Certificate of lots in Stage 7 (or equivalent stage adjoining Park C)	\$234,748.77	\$1,285,884.43	6,554m ²

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
5	Open Space D (Glenlee)	D	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Subdivision Certificate of lots in Stage 7 (or equivalent stage adjoining/east Park D)	\$585,761.58	\$2,619,214.47	16,354m ²
6	Open Space E (Glenlee)	E	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Subdivision Certificate of lots in Stage 8 (or equivalent stage adjoining/east Park E)	\$1,226,805.12	\$841,083.29	3,552m ²
7	Open Space F (Glenlee)	F	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Subdivision Certificate of lots in Stage 8 (or equivalent stage adjoining/west Park F)	\$275,222.70	\$779,787.63	7,684m ²
8	Open Space G (Glenlee)	G	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Open to Traffic of Howes Creek Bridge	\$256,454.26	\$726,611.40	7,160m ²
9	Open Space H (Glenlee)	H	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Subdivision Certificate for 750 th lot in Glenlee	\$1,551,870.62	\$1,692,143.77	43,327m ²
10	Open Space I (Ridgeline)	I	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Subdivision Certificate for 3,000 th lot across all precincts	\$2,056,720.17	\$4,782,419.04	57,422m ²

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
11	Open Space J (Ridgeline)	J	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Open to Traffic of Howes Creek Bridge	\$429,811.61	\$486,707.55	1,200m ²
12	Open Space K (Active) (Ridgeline)	K	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Subdivision Certificate for lots with Stage 6A (or equivalent stage north and east of Park K)	\$8,169,106.82	\$2,727,582.74	21,287m ²
13	Open Space K (Conservation) (Ridgeline)	K	No Later than 12 months after Completion of Open Space Works on this land parcel	N/A	\$469,461.73		13,107m ²
14	Open Space L (Active) (Ridgeline)	L	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Open to Traffic of Spine Road adjoining Park L.	\$1,894,624.91	\$1,002,033.32	4,937m ²
15	Open Space L (Conservation) (Ridgeline)	L	No Later than 12 months after Completion of Open Space Works on this land parcel	N/A	\$417,418.70		11,654m ²
16	Open Space M (Ridgeline)	M	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Subdivision Certificate for lots within Stage 6A (or equivalent stage west of Park M)	\$392,740.35	\$1,427,466.86	10,965m ²

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
17	Open Space N (Ridgeline)	N	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Subdivision Certificate for lots within Stage 4A (or equivalent stage north and south of Park N)	\$3,993,410.32	\$2,370,714.06	10,406m ²
18	Open Space O (Ridgeline)	O	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Subdivision Certificate for lots within Stage 2B (or equivalent stage north and south of Park O)	\$3,977,031.43	\$2,921,764.94	15,702m ²
19	Open Space P (MP South)	P	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Subdivision Certificate for lots within Stage 4 south (or equivalent stage south of Park P)	\$1,888,060.00	\$1,147,854.05	27,602m ²
20	Open Space Q (MP South)	Q	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Subdivision Certificate for lots within Stage 4 south (or equivalent stage south of Park Q)	\$2,544,712.50	\$1,606,209.92	12,338m ²
21	Open Space R (MP South)	R	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Subdivision Certificate for 2,000th lot across all precincts	\$6,014,785.00	\$13,096,245.63	171,851m ²
22	Green Spine North (Glenlee)	GS Nth	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months after open to traffic of Spine Road in Glenlee Precinct	\$1,693,237.50	\$541,237.86	5,017m ²

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
23	Green Spine Mid (SFPWY to Menangle Rd) (Ridgeline)	GS Mid	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months after open to traffic of Spine Road in Ridgeline Precinct	\$5,554,800.00	\$4,484,680.73	13,887m ²
24	Green Spine Sth (MP South)	GS Sth	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months after open to traffic of Spine Rd signalised intersection	\$329,737.50	\$338,273.41	977m ²
25	2 Additional Playing Fields (Ridgeline)	AF	No Later than 12 months after Completion of Open Space Works on this land parcel	16 months following Subdivision Certificate for 4,000th lot across all precincts	\$875,000.00	\$2,562,674.28	25,000m ²
26	Riparian corridors (Ridgeline)	RIPARIAN	16 months following Subdivision Certificate for the 3,000th lot across all Dahuia precincts	N/A	\$1.00		222,609m ²
28	Riparian corridors (Glenlee)	RIPARIAN	16 months following Subdivision Certificate for 700th lot in the Glenlee precincts	N/A	\$1.00		1,113m ²
29	Riparian corridors (MP South)	RIPARIAN	16 months following Completion of Open Space works in relevant adjoining Lands (Park P and R)	N/A	\$1.00		176,307m ²

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
Traffic & Transport							
30	Cummins Road Widening Dahua (Ridgeline)	CR2	At completion of works the land is to then be dedicated on or before the registration of the plan of subdivision that creates the lot so specified. If over more than one stages then area is apportioned based on area specific to the relevant application.	Prior to registration of the lots associated Stage 4 and/or 5A depending on relevant frontage (or equivalent adjoining stage). If over more than one stage then cost is apportioned based on length specific to the relevant application.	\$117,000.00	\$3,894,403.88	327m ²
31	Parkway Collector (Glenlee)	CR3	At completion of works the land is to then be dedicated on or before the registration of the plan of subdivision that creates the lot so specified. If over more than one stages then area is apportioned based on area specific to the relevant application.	Prior to registration of the lots associated immediately adjoining Stage 7 or 8 depending on relevant frontage (or equivalent adjoining stage). If over more than one stage then cost is apportioned based on length specific to the relevant application	\$4,872,000.00	\$2,936,968.61	13,224m ²
32	Parkway Collector (Ridgeline)	CR3	At completion of works the land is to then be dedicated on or before	Prior to registration of the lots associated immediately adjoining Stage 3A-2 for	\$8,904,000.00	\$5,367,562.15	24,168m ²

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
			the registration of the plan of subdivision that creates the lot so specified. If over more than one stages then area is apportioned based on area specific to the relevant application.	Southern Spine Rd DA portion. North Spine Rd Portion prior to registration of lots in Stage 5B or 6A (or equivalent adjoining Stage). If over more than one stage then cost is apportioned based on length specific to the relevant application			
33	Standard Collector Dahua (MP South)	CR5	At completion of works the land is to then be dedicated on or before the registration of the plan of subdivision that creates the lot so specified. If over more than one stages then area is apportioned based on area specific to the relevant application.	Prior to registration of the lots associated immediately adjoining Stage 3 south or 4 south depending on relevant frontage (or equivalent adjoining stage). If over more than one stage then cost is apportioned based on length specific to the relevant application	\$2,511,000.00	\$4,115,097.18	6,787m ²
34	Sub-Collector Dahua (Glenlee)	CR6	At completion of works the land is to then be dedicated on or before the registration of the plan of subdivision that creates the lot so specified. If over more than one stages then area is apportioned	Prior to registration of the lots associated immediately adjoining Stage 7 or 8 depending on relevant frontage (or equivalent adjoining stage). If over more than one stage then cost is apportioned based on	\$1,037,000.00	\$2,801,877.36	2,740m ²

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
			based on area specific to the relevant application.	length specific to the relevant application			
35	Sub-Collector Dahua (Ridgeline)	CR6	At completion of works the land is to then be dedicated on or before the registration of the plan of subdivision that creates the lot so specified. If over more than one stages then area is apportioned based on area specific to the relevant application.	Prior to registration of the lots associated immediately adjoining stage depending on relevant frontage (or equivalent adjoining stage). If over more than one stage then cost is apportioned based on length specific to the relevant application	\$2,271,000.00	\$6,132,721.38	5,998m ²
36	Sub-Collector Dahua (MP South)	CR6	At completion of works the land is to then be dedicated on or before the registration of the plan of subdivision that creates the lot so specified. If over more than one stages then area is apportioned based on area specific to the relevant application.	Prior to registration of the lots associated immediately adjoining Stage 3 south or 4 south depending on relevant frontage (or equivalent adjoining stage). If over more than one stage then cost is apportioned based on length specific to the relevant application	\$945,000.00	\$2,611,778.85	2,554m ²

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
37	Cycleways (MP South)	C1	At time of Subdivision Certificate following completion of Land within a Development Area so specified is to be dedicated on or before the registration of the plan of subdivision that creates the lot so specified. If over more than one stage then area is apportioned based on area specific to the relevant application.	16 months following Subdivision Certificate for 2,000 lot across all precincts. If over more than one stage then cost is apportioned based on length specific to the relevant application.	\$63,000.00	\$261,340.39	1,753m ²
38	Menangle Rd/Cummins Rd intersection Roundabout (Ridgeline)	TI1	N/A	Complete	N/A	\$3,146,535.22	N/A
39	Menangle Road / Spine Road Signalised intersection (MP South)	TI2	N/A	16 months after release of the Subdivision Certificate for any lot associated with the Stage 4 south Development Application	N/A	\$7,370,442.32	N/A
40	Allowance for 2x signalised intersection on	TI3	N/A	Within 12 months of Open to Traffic for Spine Road in Ridgeline precinct. If works	N/A	\$2,803,922.25	N/A

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
	Spine road (Ridgeline)			staged across two development application then entitlement of half at each.			
41	Southern Collector Roundabout 1 (MP South)	TI4	N/A	Prior to the release of the Subdivision Certificate for any lot associated with the Stage 3 south Development Approval	N/A	\$139,078.18	N/A
42	Southern Collector Roundabout 2 (Adjacent to Riparian Zone) (MP South)	TI5	N/A	Prior to the release of the Subdivision Certificate for any lot associated with the Stage 3 south Development Approval	N/A	\$139,078.18	N/A
43	Parkway Collector Roundabout 1 (Ridgeline)	TI6	N/A	Within 12 months of Open to Traffic of southern portion of Spine Road in Ridgeline precinct	N/A	\$139,078.18	N/A
44	Parkway Collector Roundabout 2 (Ridgeline)	TI7	N/A	Within 12 months of Open to Traffic of southern portion of Spine Road in Ridgeline precinct	N/A	\$125,169.55	N/A
45	Bridge over Howes Creek (Ridgeline)	B1	N/A	Prior to registration of the 2,000th lot across all precincts and issuing of OC for any built form in the Town Centre Precinct.	N/A	\$10,573,333.67	N/A

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
46	Bridge over OS P (mp South)	B2	N/A	Prior to registration of the lots associated Stage 4 south	N/A	\$2,517,157.49	N/A
47	Bus Stops Shelter (Dahua) (Glenlee)	T18	N/A	12 months following Subdivision Certificate for 700th lot in Glenlee precinct. Unless directed otherwise by bus authority. If over more than one stage then cost is apportioned based on length specific to the relevant application	N/A	\$59,817.39	N/A
48	Bus Stops Shelter (Dahua) (Ridgeline)	T18	N/A	12 months following Subdivision Certificate for 700th lot in Ridgeline precinct. Unless directed otherwise by bus authority. If over more than one stage then cost is apportioned based on length specific to the relevant application	N/A	\$149,543.49	N/A
49	Bus Stops Shelter (Dahua) (MP South)	T18	N/A	12 months following Subdivision Certificate for 700th lot in MP South precinct. Unless directed otherwise by bus authority. If over more than one stage then cost is apportioned based on length specific to the relevant application	N/A	\$59,817.39	N/A

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
50	Bus Stops Non Shelter (Glenlee)	T19	N/A	12 months following Subdivision Certificate for 700th lot in Glenlee precinct. Unless directed otherwise by bus authority. If over more than one stage then cost is apportioned based on length specific to the relevant application	N/A	\$16,149.15	N/A
51	Bus Stops Non Shelter (Ridgeline)	T19	N/A	12 months following Subdivision Certificate for 700th lot in Ridgeline precinct. Unless directed otherwise by bus authority. If over more than one stage then cost is apportioned based on length specific to the relevant application	N/A	\$48,447.46	N/A
52	Bus Stops Non Shelter (MP South)	T19	N/A	12 months following Subdivision Certificate for 700th lot in MP South precinct. Unless directed otherwise by bus authority. If over more than one stage then cost is apportioned based on length specific to the relevant application	N/A	\$16,149.15	N/A
53	Half Road Infront of Basin 11 (Local) (MP South)	T16	N/A	Prior to registration of the lots associated immediately adjoining Stage 3 south or 4 south depending on relevant	N/A	\$156,500.00	N/A

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
				frontage (or equivalent adjoining stage). If over more than one stage then cost is apportioned based on length specific to the relevant application			

Truck Drainage & Water Quality

54	Wetland - In Trunk Drainage Land (Basin/GPT 2) (Ridgeline)	B2 & G2	No Later than 12 months after completion of Trunk Drainage and/or Water Quality Works on this land parcel	Prior to the release of the Subdivision Certificate for any Development Approval for which this item services. Subject to any alternate timing or staging of construction in relevant subdivision development approval	\$493,531.18	\$3,585,196.86	13,779m ²
55	Bio Retention (Basin/GPT 3) (Glenlee)	B3 & G3	No Later than 12 months after completion of Trunk Drainage and/or Water Quality Works on this land parcel	Prior to the release of the Subdivision Certificate for any Development Approval for which this item services. Subject to any alternate timing or staging of construction in relevant subdivision development approval	\$266,769.74	\$694,475.65	7,448m ²
56	Wetland - In Trunk Drainage Land	B4 & G4	No Later than 12 months after completion of Trunk Drainage and/or Water Quality	Prior to the release of the Subdivision Certificate for any Development Approval for which this item services. Subject to	\$330,632.58	\$1,594,025.25	9,231m ²

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
	(Basin/GPT 4) (Glenlee)		Works on this land parcel	any alternate timing or staging of construction in relevant subdivision development approval			
57	BIO Retention in District Open Space / Wetland (Basin/GPT 5, 6A and 6B) (Glenlee)	B5, G5	No Later than 12 months after completion of Trunk Drainage and/or Water Quality Works on this land parcel	Prior to the release of the Subdivision Certificate for any Development Approval for which this item services. Subject to any alternate timing or staging of construction in relevant subdivision development approval	\$41,190.28	\$373,618.14	1,150m ²
58	BIO Retention in District Open Space / Wetland (Basin/GPT 5, 6A and 6B) (Ridgeline)	B6 & G6	Completed	Completed	\$97,423.96	\$883,685.20	2,720m ²
59	BIO Retention in District Open Space / Wetland (Basin/GPT 5, 6A and 6B) (Ridgeline)	B6 & G6	No Later than 12 months after completion of Trunk Drainage and/or Water Quality Works on this land parcel	Prior to the release of the Subdivision Certificate for any Development Approval for which this item services. Subject to any alternate timing or staging of construction in relevant subdivision development approval	\$67,337.15	\$610,784.35	1,880m ²

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
60	Bioretention Basin / GPT 9 (MP South)	B9 & G9	No Later than 12 months after completion of Trunk Drainage and/or Water Quality Works on this land parcel	Prior to the release of the Subdivision Certificate for any Development Approval for which this item services. Subject to any alternate timing or staging of construction in relevant subdivision development approval	\$244,370.00	\$1,254,363.51	6,982m ²
61	Bio Retention + Perched Wetland - In Trunk Drainage Land (Basin/GPT 10) (MP South)	B10 & G10	No Later than 12 months after completion of Trunk Drainage and/or Water Quality Works on this land parcel	Prior to the release of the Subdivision Certificate for any Development Approval for which this item services. Subject to any alternate timing or staging of construction in relevant subdivision development approval	\$304,115.00	\$3,388,424.61	8,689m ²
62	Wetland to Minor Watercourse (Basin/GPT 11 and GPT 15) (MP South)	B11, G11 & G15	No Later than 12 months after completion of Trunk Drainage and/or Water Quality Works on this land parcel	Prior to the release of the Subdivision Certificate for any Development Approval for which this item services. Subject to any alternate timing or staging of construction in relevant subdivision development approval	\$202,685.00	\$697,167.86	5,791m ²
63	BIO Retention in District Open Space (Basin/GPT 12) (Ridgeline)	B12 & G12	No Later than 12 months after completion of Trunk Drainage and/or Water Quality	Prior to the release of the Subdivision Certificate for any Development Approval for which this item services. Subject to	\$72,781.43	\$629,873.47	2,032m ²

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
			Works on this land parcel	any alternate timing or staging of construction in relevant subdivision development approval			
64	Drainage Basin/GPT 13 (Bio Retention) (Glenlee)	B13 & G13	No Later than 12 months after completion of Trunk Drainage and/or Water Quality Works on this land parcel	Prior to the release of the Subdivision Certificate for any Development Approval for which this item services. Subject to any alternate timing or staging of construction in relevant subdivision development approval	\$2,286,009.31	\$900,395.65	8,123m ²
65	Hume Highway Water Bypass (Overland Flow and+ drainage pipes - S2 to Creek) (MP South)	OF	No Later than 12 months after completion of Trunk Drainage and/or Water Quality Works on this land parcel	Prior to the release of the Subdivision Certificate for any Development Approval for which this item services. Subject to any alternate timing or staging of construction in relevant subdivision development approval	\$31,500.00	\$542,391.96	900m ²
66	Drainage Easement (MP South)	E3	No Later than 12 months after completion of Trunk Drainage and/or Water Quality Works on this land parcel	N/A	\$21,525.00		1,230m ²

Item	Nature and extent of Contribution Item	Reference in Contributions Plan	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land (indexed to Sept 2023)	Notional Value of Works (indexed to Sept 2023)	Approx. land area
67	Trunk Drainage (Collector Road) (Ridgeline)	TRUNK DRAINAGE	N/A	Prior to the release of the Subdivision Certificate for any Development Approval for which this item services. Subject to any alternate timing or staging of construction in relevant subdivision development approval	N/A	\$2,359,959.29	N/A
68	Howes Creek Northern Riparian (Ridgeline)	CREEK STABILISATION	N/A	16 months following Subdivision Certificate for 3,000 lot across all precincts	N/A	\$5,098,040.37	N/A
69	Southern Riparian to Nepean (MP South)	N/A	N/A	Park P - 16 months following Subdivision Certificate for lots with Stage 4 south (or equivalent stage south of Park P) Park R - 16 months following Subdivision Certificate for 2,000th lot across all precincts If over more than one stage then cost is apportioned to the relevant application.	N/A	\$3,174,361.31	N/A
Total					\$71,591,292.59	\$130,161,907.96	

Part 2 - Monetary Contributions

The following Monetary Contributions were paid to Council in accordance with Item 5 of Schedule 3 of the Prior Planning Agreement in connection with Stage 1 and Stage 2A of the Development:

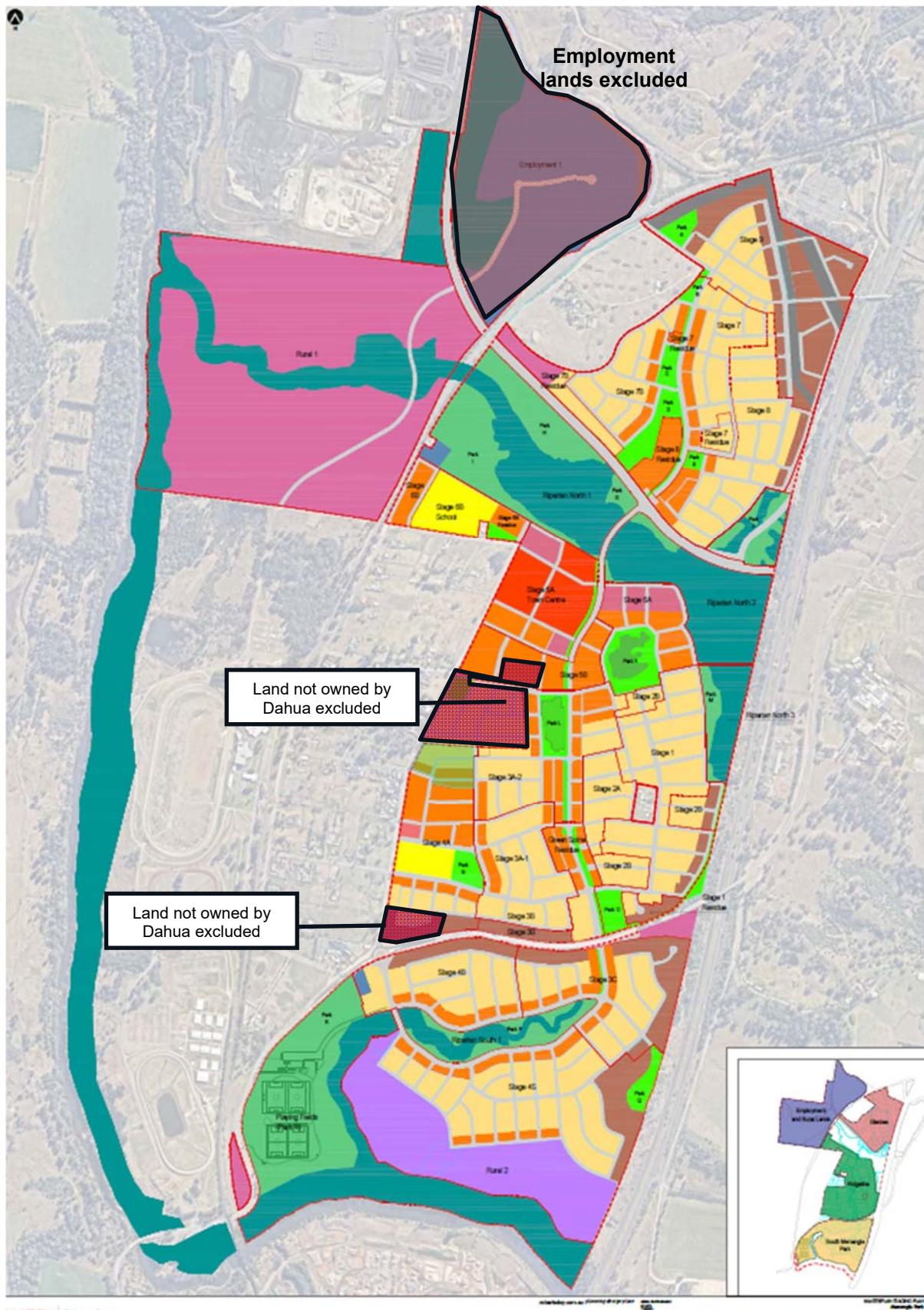
Stage	Nature and extent of contribution	Public Purpose under Contributions Plan	Monetary Contribution	Due date or development trigger
Stage 1 – Monetary Contribution	Payment of a monetary contribution for public amenities and public services listed in the Contributions Plan	Administration/Plan Preparation	\$55,494.15	Already paid in accordance with Item 5 of Schedule 3 of the Prior Planning Agreement.
		Community Land	\$11,982.38	
		Open Space & Recreation – Land	\$916,646.54	
		Open Space & Recreation – Works	\$479,948.90	
		Trunk Drainage/Water Quality – Land	\$431,988.40	

		Traffic and Transport – Works	\$1,189,072.62	
		Trunk Drainage/Water Quality – Works	\$1,742,951.62	
		Traffic and Transport – Land	\$112,228.28	
		TOTAL	\$4,940,312.89	
Stage 2A – Monetary Contribution	Payment of a monetary contribution for public amenities and public services listed in the Contributions Plan	Administration/Plan Preparation	\$24,492.19	Already paid in accordance with Item 5 of Schedule 3 of the Prior Planning Agreement.
		Community –Land	\$5,361.99	

	Open Space and Recreation – Land	\$405,099.71	
	Open Space and Recreation – Works	\$212,036.10	
	Trunk Drainage/Water Quality – Land	\$190,850.43	
	Trunk Drainage/Water Quality – Works	\$770,176.97	
	Traffic and Transport – Land	\$49,666.57	
	Traffic and Transport – Works	\$525,350.57	

		TOTAL	\$2,183,034.53	
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Annexure 1 – Development Area Plan



Execution page

Executed as a deed

Dated:

Executed by **Campbelltown City Council** by its General Manager and Mayor by the affixing of the Common Seal of Council in accordance with resolution dated

General Manager (Signature)

Mayor (Signature)

Name of General Manager (Print Name)

Name of Mayor (Print Name)

Executed by **Dahua Group Sydney Project 2 Pty Ltd** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors.

Director/Secretary (Signature)

Director (Signature)

Name of Director/ Secretary (Print Name)

Name of Director (Print Name)

Executed by **Dahua Group Sydney Project 3 Pty Ltd** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors.

Director/Secretary (Signature)

Director (Signature)

Name of Director/ Secretary (Print Name)

Name of Director (Print Name)