

29 May 2025

Penrith City Council
PO Box 60
Penrith NSW 2751

Attention: Christine Gough

RE: Draft VPA Offer Letter to support Planning Proposal for 569-595 High Street, Penrith - Westfield Penrith

Dear Christine,

Scentre Management Limited, RE1 Limited and GPT RE Limited (the Proponent) are proposing this Letter of Offer to enter into a Planning Agreement with Penrith City Council under Section 7.4 of the Environmental Planning and Assessment Act 1979 (EP&A Act) and in connection with the above Planning Proposal that was endorsed by Council to proceed to Gateway at its meeting held on 29 May 2023.

1. Requirements under Section 7.4 of the EP&A Act

This Letter of Offer (the Offer) has been structured to address the requirements under s7.4 of the *Environmental Planning and Assessment Act 1979*, as set out below:

S7.4(3)(a) a description of the land to which the agreement applies.

The offer relates to land known as Westfield Penrith and comprises land known as Lot 1 DP1137699 and shown on the Site Plan at Figure 1 below.

Figure 1: Site Plan



S7.4(3)(b) a description of –

- (i) the change to the environmental planning instrument to which the agreement applies, or**
- (ii) the development to which the agreement applies**

The objective of the Planning Proposal is to facilitate the redevelopment of the eastern portion of Westfield Penrith located at 569-585 High Street, Penrith for a mixed-use commercial and hotel development comprising two towers above a podium. The future redevelopment may include the provision for:

- Employment activities including:
 - Entertainment and leisure;
 - Commercial office;
 - Visitor accommodation;
 - Retail; &
 - Other uses as permitted within the zoning
- Landscaping and public domain upgrades

To achieve this outcome, it is intended to amend PLEP 2010 as follows:

- Height of Building (**HOB**) – retain a maximum HOB of 20m for the site, except for the location of the two building footprints (towers), where the height will be increased to 84m (Block A – The Hub) and 47m (Block B – Borec House), as illustrated in the proposed HOB map.
- Floor Space Ratio (**FSR**) – retain the existing FSR of 1.5:1 for the site, except for the location of the two building footprints (towers) which have no maximum FSR as illustrated in the proposed FSR map.
- Introduce a site-specific clause under Part 7 of the PLEP 2010 setting out the objectives for development on Block A and Block B at 569-595 High Street, Penrith, as well as specific Gross Floor Area (GFA) controls.

S7.4(3)(c) the nature and extent of the provision to be made by the developer under the agreement, the time or times by which the provision is to be made and the manner by which the provision is to be made

The proposed Planning Agreement relates to future development that relies on the Planning Proposal, if the Planning Proposal is Gazetted in its current form.

The timing of the provision and manner by which the provision is to be made is summarised in **Table 1** below.

S7.4(3)(d) in the case of development, whether the agreement excludes (wholly or in part) or does not exclude the application of section 7.11, 7.12 or 7.24 to the development.

The Planning Agreement does not have the effect of excluding sections 7.11, 7.12 or 7.24 of the Environmental Planning and Assessment Act 1979.

S7.4(3)(e) if the agreement does not exclude the application of s7.11 to the development, whether the benefits under the agreement are or are not to be taken into consideration in determining a development contribution until section 7.11

Any benefits under this agreement are not to be taken into account in determining the section 7.11 development contributions for future development applications.

S7.4(3)(f) a mechanism for the resolution of disputes under the agreement

The proposed Planning Agreement will include a suitable Dispute Resolution clause generally in accordance with Council's VPA template provided at **Appendix D** of the 'Penrith Development Agreements Policy' (November 2024).

S7.4(3)(g) the enforcement of the agreement by a suitable means, such as the provision of a bond or guarantee, in the event of a breach of the agreement by the developer.

It is intended that the Planning Agreement be registered on the title to the land and it is considered such registration would constitute suitable means of enforcement for the purposes of section 7.4(3)(g) of the Act.

In addition, as per Council's VPA template, the Proponent will provide to the Council a Security (by means of a Bank Guarantee, Bond or cash deposit) prior to issue of a relevant construction certificate.

2. Risks

The risk associated with this Offer relates to environmental impacts including traffic impacts on the surrounding network that may result from the future development on Block A and Block B enabled by the proposed PLEP 2010 amendment.

To mitigate the impacts associated with the future development on Block A and Block B that are enabled by the proposed PLEP 2010 amendment, the Offer sets out the terms for a monetary contribution that Council can use towards traffic improvement works on the surrounding road network.

3. The Offer

The Planning Agreement establishes a contribution rate for hotel floorspace. The contribution for hotel floorspace shall be levied as per Table 1.

The Planning Agreement will apply to any development that increases the gross floor area on Block A and Block B, as identified in Figure 1. Contributions credits will be applied to existing floor space. Monetary contributions for all other development types shall be calculated as per the contribution plan which applies at the time of payment of the contribution.

The final Planning Agreement is to be agreed and executed prior to the Gazettal of the Planning Proposal. The terms of the final Planning Agreement will be subject to review and if necessary, amendment in a form satisfactory to all parties in the event that the scope of the Planning Proposal alters prior to Gazettal.

Table 1: Monetary Contribution for Hotel Floorspace

<u>Application</u>	<u>Rate</u>	<u>Timing</u>
Hotel floorspace located on Block A and Block B, as identified in Figure 1	As per the rate for 'Commercial office' in the Penrith Civic Improvements Plan 2008 (to be indexed at the time of payment). If at the time of payment of the contribution for hotel floorspace, an applicable contribution rate or contribution plan applies, then the applicable contribution rate or plan will be applied.	At relevant Construction Certificate and at pro-rata rate if development is staged.

I look forward to progressing the finalisation of this Offer with Council so that planning for this exciting development can continue in collaboration with Council.

In accordance with the Penrith Developer Infrastructure Agreements Policy, the letter provides information on:

- Land affected by the agreement (see above)
- Parties to the agreement and where necessary, authority to act on behalf of other parties:
 - Scentre Management Limited ACN 001 670 579
 - RE1 Limited ACN 145 743 862
 - GPT RE Limited ACN 107 426 504
- The Planning Proposal to which the VPA relates (see above)
- Written consent of all owners of land affected by the agreement (will be provided under separate cover in the coming weeks)
- All matters referred to in s7.4 of the EP&A Act (see above).

Yours sincerely,



Jamie Gordon
General Manager - Development
Scentre Group Development & Asset Management

SCENTRE GROUP

29 May 2025

Christine Gough
Penrith City Council
601 High St
Penrith NSW 2750

Dear Christine,

Westfield Penrith – VPO Offer to support Planning Proposal

This letter confirms that Scentre Management Limited ACN 001 670 579 as responsible entity of the Scentre Group Trust 1, RE1 Limited ACN 145 743 862 as responsible entity of the Scentre Group Trust 2 and GPT RE Limited ACN 107 426 504 as responsible entity of General Property Trust, ("**the Owners**"), being the owners (within the meaning of that term under the Environmental Planning and Assessment Regulation Act 1979) of Westfield Penrith ("**the Property**") hereby authorise the attached VPA Offer Letter dated 29 May 2025 to be submitted by Scentre Group to Penrith City Council.

Yours faithfully,

SIGNED by SCENTRE MANAGEMENT)
LIMITED ACN 001 670 579 by its undersigned)
attorneys who each declare that he has)
received no notice of revocation of the Power)
of Attorney dated 26 September 2023 under)
which this document is signed)



Signature of Attorney A

Name of Attorney A



Signature of Attorney B

Mark Burton

Name of Attorney B

SCENTRE GROUP

SIGNED by **RE1 LIMITED** ACN 145 743 862
by its undersigned attorneys who each
declare that he has received no notice of
revocation of the Power of Attorney dated
26 September 2023 under which this
document is signed



Signature of Attorney A

Name of Attorney A

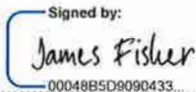


Signature of Attorney B

Mark Burton

Name of Attorney B

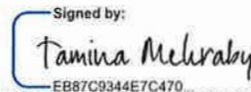
SIGNED by **GPT RE LIMITED** ACN 107 426 504
by its undersigned attorneys who each declare
that he has received no notice of revocation of
the Power of Attorney dated 12/10/2022
under which this document is signed

Signed by:

00048B5D9090433

Signature of Attorney

James Fisher

Name of Attorney

Signed by:

EB87C9344E7C470

Signature of Attorney

Tamina Mehraby

Name of Attorney