

Planning Agreement

Environmental Planning and Assessment Act 1979

Melrose Precinct VPA

Minister for Planning and Public Spaces (ABN 20 770 707 468)

SH Melrose PP Land Pty Ltd (ACN 137 331 438)

Deicorp Projects (MPTC) Pty Ltd (ACN 657 628 110)

SH Melrose Land Pty Ltd (ACN 639 001 522)

Part 1 - Table

Column 1 Item	Column 2 Contribution Value	Column 3 Manner & Extent	Column 4 Timing
A. Monetary Contributions			
1. Bridge Contribution - Melrose Park Bridge Parramatta River Crossing	\$2,394.10 per Dwelling indexed in accordance with clause 1(b) of Part 2 of this Schedule 4	\$2,394.10 per Dwelling indexed in accordance with clause 1(b) of Part 2 of this Schedule 4	Prior to the issue of each Occupation Certificate for the occupation of Dwellings in the Development with the payment to be in respect of the number of Dwellings to which the Occupation Certificate relates.
2. Road works Contribution – Victoria Road	\$15,606,971	\$3,121.39 per Dwelling indexed in accordance with clause 1(b) of Part 2 of this Schedule 4	Prior to the issue of each Occupation Certificate for the occupation of Dwellings in the Development with the payment to be in respect of the number of Dwellings to which the Occupation Certificate relates.
B. Dedication of Land			
1. Land for Road Works (Road Works Land)	\$984,000	Dedication to the Minister or Minister's Nominee of approximately 4,470m ² of land generally in the location shown on Sheet 2 of the Land Dedication Plan, but excluding that part that is within Lot 2 DP588575	Within 3 months of Practical Completion of Item C3.
2. Land for school site (Education Land)	\$1,560,427 in respect of preparatory works	Remediation, base embellishment, and services for a parcel of land of approximately 9,916 m ² to the reasonable satisfaction of the Minister	Prior to 1 December 2024

		and the Department of Education, being in the general location shown on Sheet 3 of the Land Dedication Plan, and Dedication of the parcel to the Minister or Minister's nominee	
3. Early delivery of Playing Field	Nil	Early delivery of Playing Field	Despite the provisions of the Local VPA, for the purposes of this deed, the Playing Field is required to be completed and dedicated by 1 December 2025, but otherwise in accordance with the Local VPA
C. Carrying out of Road Works			
1.Road Works Stage 1	<p>\$11,630,468 indexed in the same way that Contribution Amounts are indexed under this Schedule 4.</p> <p>It is acknowledged that the left in and left out access from Victoria Road to NSR-2 (including the circa 100m widening of Victoria Road and the construction of the full width of NSR-2) is in progress.</p> <p>The balance of the works remaining being the widening of Wharf Road to enable a left out from Wharf Road to Victoria Road is valued at \$2,211,274.</p>	The balance of the works remaining on Victoria Road at Wharf Road to enable a left out from Wharf Road to Victoria Road generally as shown on that part of Sheet SKC008A in the Road Works Plan. For the avoidance of doubt the works relating to the left in and left out access from Victoria Road to NSR-2 (including the circa 100m widening of Victoria Road and the construction of the full width of NSR-2) is excluded	Practical Completion of this Item of Road Works must be achieved prior to the issue of the Occupation Certificate for the first Dwelling in the Development.

2. Road Works Stage 2	\$8,068,990 indexed in the same way that Contribution Amounts are indexed under this Schedule 4	Upgrade of the Victoria Road and Wharf Road intersection generally as shown on Sheet SKC008B in the Road Works Plan.	Practical Completion of this Item of Road Works must be achieved prior to the issue of the Occupation Certificate for the 600 th Dwelling in the Development.
3. Road Works Stage 3	\$51,717,345 indexed in the same way that Contribution Amounts are indexed under this Schedule 4	Upgrade of Victoria Road and Kissing Point Road intersection generally as shown on Sheet SKC008C in the Road Works Plan.	Practical Completion of this Item of Road Works must be achieved prior to the issue of the Occupation Certificate for the 1,900th Dwelling in the Development

Part 2 - Development Contributions Provisions (clause 4)

1. Monetary Development Contributions

- (a) The Landowner must pay to the Minister or the Minister's nominee the monetary Development Contributions in the manner set out in the Table.
- (b) On the CPI Adjustment Date, each Contribution Amount is to be adjusted by multiplying the Contribution Amount payable (as previously adjusted in accordance with this clause, where relevant) by an amount equal to the Current CPI divided by the Base CPI.
- (c) The Landowner must provide the Minister with not less than 10 Business Days' written notice of its intention to lodge an application for any Construction Certificate or Occupation Certificate for the construction of Dwellings in the Development.
- (d) The parties agree that the requirement to make a payment under this clause is a restriction on the issue of the relevant Construction Certificate or Occupation Certificate for the Development on the development lot to which the payment relates, within the meaning of section 6.8 and 6.10 of the Act and clause 21 and 48 of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.

2. Design, Construction and Handover of the Road Works

2.1 Pre-conditions to Commencement of Road Works

- (a) Prior to commencement of an Item of the Road Works, the Landowner must:
 - (i) if Development Consent is required - provide evidence to the Minister that it has obtained Development Consent for the Road Work;
 - (ii) enter into a WAD(s) with Transport for NSW in respect of the Road Work, on such terms and conditions as are:
 - (A) consistent with the requirements of this Deed, including this Schedule 4; and
 - (B) acceptable to Transport for NSW and the Minister,
 - (iii) provide a copy to the Minister of the executed WAD(s) to carry out the Road Work.

2.2 Timing of Road Works

- (a) The Landowner must enter into a WAD for each Item of the Road Works or that relates to the Item of the Road Works and carry out and complete each Item of the Road Works in accordance with the WAD (if applicable) for that Road Work by no later than the times specified in the Table.
- (b) An Item of the Road Works is taken to be completed for the purposes of this deed when the Item of Road Works achieve Practical Completion. The Landowner must give the Minister written notice of the Practical Completion of the Road Works.

3. Dedication of Dedication Land

3.1 Dedication Land as a Development Contribution

The relevant Landowner must dedicate the Dedication Land in accordance with clause 3.3 of this Schedule 4 and the Table.

3.2 Subdivision of Dedication Land

- (a) Before dedicating the Dedication Land in accordance with clause 3.3 of this Schedule 4, the relevant Landowner may (at its cost):
 - (i) obtain Development Consent (if required) and any other approvals necessary to create a separate Torrens title lot for each Item of Dedication Land; and
 - (ii) in accordance with the applicable Development Consent and all other necessary approvals, prepare and register a plan of subdivision to create a separate lot for each Item of Dedication Land.

3.3 Dedication of Dedication Land

- (a) The relevant Landowner and Offsite Landowner must procure the dedication of the Road Works Land by way of transfer to the Minister or Minister's Nominee in accordance with clause 3.3 of this Schedule 4 prior to the time specified in the Table.
- (b) The relevant Landowner must procure the transfer of the part of the Dedication Land proposed for a school site (**Education Land**) to the Minister (or the Minister's Nominee) in accordance with clause 3.3 of this Schedule 4 prior to the time specified in the Table.
- (c) In satisfying its obligations under clause 3.3(a) and (b) of this Schedule 4, the relevant Landowner or Offsite Landowner (as the case may be) must:
 - (i) deliver to the Minister (or the Minister's nominee):
 - (A) a form of transfer in respect of the Dedication Land in favour of the Minister or Minister's Nominee free of cost, executed by the registered proprietor and in registrable form except for acceptance by the transferee and marking by the Office of State Revenue; or
 - (B) evidence that a transfer has been effected by means of electronic lodgement through an ELNO; and
 - (C) in the case of the Education Land only, a Site Audit Statement confirming that the Education Land is suitable for its proposed use in accordance with this deed.
 - (ii) promptly comply, or procure compliance with, any requisitions raised by the Registrar-General of the LRS in relation to the transfer of the Dedication Land; and
 - (iii) take any other necessary action to give effect to the transfer of the title of the Dedication Land to the Minister or Minister's Nominee free of all encumbrances (including any mortgages, easements, covenants and planning agreements) and affectations (including any charge or liability for rates, Taxes and charges) other than service easements, or such other encumbrances as agreed by the Minister or Minister's Nominee in writing.
- (d) For avoidance of doubt, clause 3.3(c)(iii) does not apply in relation to encumbrances or affectations being statutory rights that exist or arise under legislation which are of a type

which the Landowner or Offsite Landowner (as the case may be) could not prevent from affecting the Dedication Land and in respect of which no action can be taken by the Landowner or Offsite Landowner (as the case may be).

- (e) Despite clause 3.3(c)(iii), if, despite having used its best endeavours, the Landowner or Offsite Landowner (as the case may be) cannot ensure that the land to be dedicated is free from any relevant encumbrance and affectation which would otherwise be the subject of clause 3.3(c)(iii), then:
 - (i) the relevant landowner may request that the Minister agree to accept the land subject to those encumbrances and affectations; and
 - (ii) the Minister may withhold the Minister's agreement at the Minister's absolute discretion.
- (f) The Landowner and Offsite Landowner indemnify and agree to keep indemnified the Minister or Minister's nominee against all Claims made against the Minister or Minister's nominee arising as a result of any Contamination over the whole or any part of the Road Works Land that existed on or before the date that the Road Works Land is transferred to the Minister or Minister's Nominee and as a result of the carrying out of the Road Works by the Landowner or Offsite Landowner or any other works which may be carried out by the Minister or the Minister's nominee. This indemnity is limited to the extent:
 - (i) that the WAD contains indemnities in favour of the Minister and Minister's nominee relating to Contamination and the carrying out of the Road Works and other works, and if the Minister indicates in writing acting reasonably to the Landowner and Offsite Landowner that this clause does not apply or applies only to a limited extent; and/or
 - (ii) to which the relevant Landowner and Offsite Landowner would be (or would have been at any time prior to the transfer of the Dedication Land) the person responsible for the Contamination under section 6 of the CLM Act.
- (g) The relevant Landowner will pay all rates and Taxes owing in respect of the Dedication Land up to and including the date that the relevant Landowner delivers the form of transfer and certificates of title for the Dedication Land pursuant to clause 3.3 of this Schedule 4, after which time the Minister or Minister's Nominee will be responsible for any rates and Taxes in relation to the Dedication Land.
- (h) The Landowner and Offsite Landowner indemnify and keep indemnified the Minister or the Minister's nominee in relation to any failure of the Landowner or Offsite Landowner to comply with clauses 3.1 to 3.5 of this Schedule 4.
- (i) The parties agree that this Deed operates as a deed poll in favour of the Minister's nominee where the Dedication Land is to be dedicated to the Minister's nominee.

3.4 Site Audit Statement

- (a) If part of the Education Land to which a Site Audit Statement relates is dedicated to the Minister's nominee, the Landowner agrees in relation to the Site Audit Statement provided to the Minister in accordance with clause 3.3(c)(i)(C):
 - (i) to the extent that it is legally able to do so and where necessary, having obtained the consent of any other party, to assign the Site Audit Statement to the Minister's nominee; and

- (ii) to the extent that it is not legally able to assign the Site Audit Statement, to hold its rights and interest in the Site Audit Statement for the benefit of the Minister's nominee and must do whatever the Minister's nominee reasonably requires to enable the Minister's nominee to enjoy that benefit.

3.5 Compulsory Acquisition

- (a) If the relevant Landowner or Offsite Landowner does not transfer an Item of Dedication Land as required by clause 3.3 of this Schedule 4 the Minister may elect to, and the Landowner or Offsite Landowner (as the case may be) consents to, the Minister compulsorily acquiring the whole or any part of the Item of Dedication Land in accordance with the Just Terms Act in the amount of \$1.00.
- (b) The relevant Landowner and Offsite Landowner and the Minister agree that, if clause 3.5(a) applies:
 - (i) this clause 3.5 is an agreement between them for the purposes of section 30 of the Just Terms Act; and
 - (ii) in this clause 3.5 they have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (c) The relevant Landowner or Offsite Landowner (as the case may be) must ensure that the Item of Dedication Land is free of all encumbrances and affectations (including any charge or liability for rates, Taxes and charges on the date that the Landowner or Offsite Landowner (as the case may be) is liable to transfer the Item of Dedication Land to the Minister or Minister's nominee in accordance with this clause.
- (d) The relevant Landowner indemnifies and keeps indemnified the Minister against all Claims made against the Minister as a result of any acquisition by the Minister of the whole or any part of the Dedication Land under this clause 3.5.
- (e) The relevant Landowner must pay the Minister, promptly on demand, an amount equivalent to all Costs incurred by the Minister in acquiring the whole or any part of the Dedication Land as contemplated by this clause.

3.6 Additional Requirements for Transfer of Education Land

- (a) Prior to the transfer of the Education Land, the relevant Landowner must, at its cost, ensure, and provide evidence to the Minister that the Education Land:
 - (i) is serviced by:
 - (A) roads, including NSR – 4 and EWR - 6;
 - (B) sewer;
 - (C) water;
 - (D) electricity; and
 - (E) communications,
 - (ii) is sufficiently level to safely permit the construction and operation of a school; and
 - (iii) has adequate drainage and appropriate geotechnical conditions to permit the construction and operation of a school.

- (b) The relevant Landowner must, prior to the transfer of the Education Land, undertake the Remediation Works referred to in clause 3.6(c) of this Schedule.
- (c) In this Schedule '**Remediation Works**' means the Remediation of Contamination over, on or under, above or migrating through or from the Education Land, in order to make the Education Land suitable for its use as a school, and to obtain a Site Audit Statement as required by clause 3.3(c)(i)(C) including by:
 - (i) undertaking Remediation in accordance with any remedial action plan or voluntary management proposal relating to the Contamination or Remediation of the Education Land;
 - (ii) undertaking Remediation in accordance with the conditions of all approvals required to be obtained in order to complete the Remediation of the Education Land in accordance with the remedial action plan or any voluntary management proposal relating to the Contamination or Remediation of the Education Land;
 - (iii) engaging a Site Auditor to oversee the Remediation of the Education Land;
 - (iv) obtaining and complying with the conditions of any approvals required to be obtained under any laws concerning the environment;

and complying with the requirements, notices and directions issued or administered by any Authority in respect of Contamination of the Education Land.
- (d) The relevant Landowner must ensure that any work (including earthworks and retaining walls) building or structure it causes to be constructed near the Education Land, and upon which the construction of the school would likely rely, is constructed in accordance with the applicable Australian Standards and does not prevent or impede the construction and operation of a school on any part of the Education Land.

3.7 Dedication of Optional Road Land

- (a) The Parties acknowledge the existence of a long term lease (**Lease**) over the Optional Road Land.
- (b) As at the date of this Deed, the Minister does not require the dedication of the Optional Road Land, and this deed does not propose the carrying out of any works on the Optional Road Land.
- (c) If at any time the Minister or Minister's nominee determines, in their absolute discretion that the Optional Road Land is required for the purposes of additional road works, the Minister may issue a notice to the Offsite Landowner requiring the dedication of the Optional Road Land free of cost to the Minister or Minister's Nominee.
- (d) If a notice is issued pursuant to clause 3.7(c), the Offsite Landowner must dedicate the Optional Road Land to the Minister or Minister's nominee within 3 months of the date of the notice subject to Council's agreement in writing considering its role as a party to a voluntary planning agreement that relates to the same land.
- (e) The notice issued under clause 3.7(c) must indicate if the dedication may be subject to the Lease. If the notice indicates that the dedication cannot be subject to the Lease, the Offsite Landowner must terminate the Lease (subject to Council's agreement in writing considering its role as a party to a voluntary planning agreement that relates to the same land) and the Offsite Landowner indemnifies the Minister and Minister's nominee in respect of any Claims arising from the termination of the Lease.

- (f) If a notice is issued under clause 3.7(c) and Council's agreement is given in writing to the dedication considering its role as a party to a voluntary planning agreement that relates to the same land, the Optional Road Land becomes part of the Dedication Land and the Road Land and the provisions of this deed in respect of dedication of the Road Land and Dedication Land apply, subject to this clause 3.7.

- (iii) has notified the Landowner of the call upon the Education Land Security in accordance with clause 9(b) of this Schedule 5,

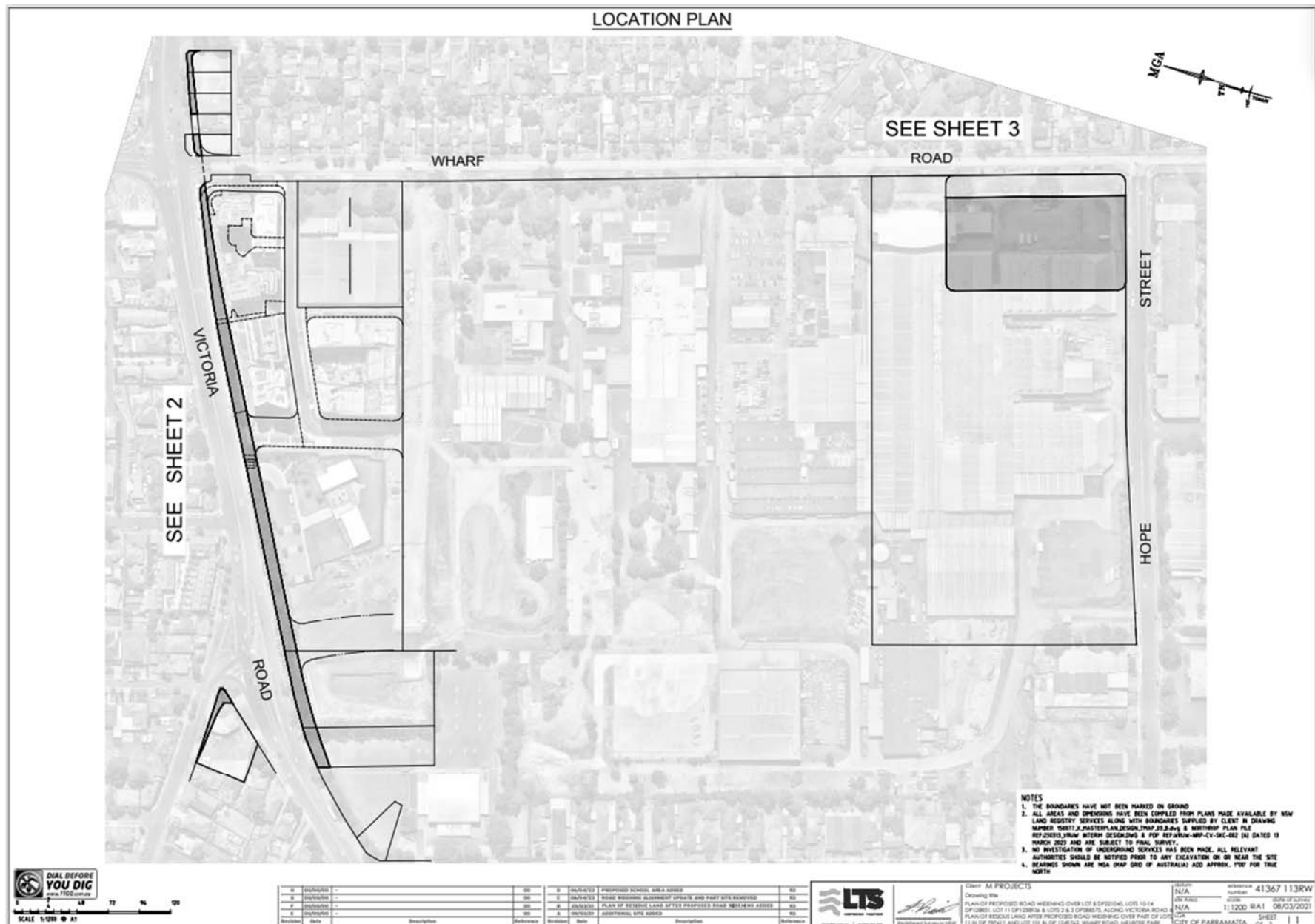
then the Landowner must provide to the Minister a replacement Security to ensure that at all times until the date that the Education Land Security is released in accordance with clause 10 of this Schedule, the Minister is in possession of Security for a face value equivalent to the amount required under clause 8 of this Schedule.

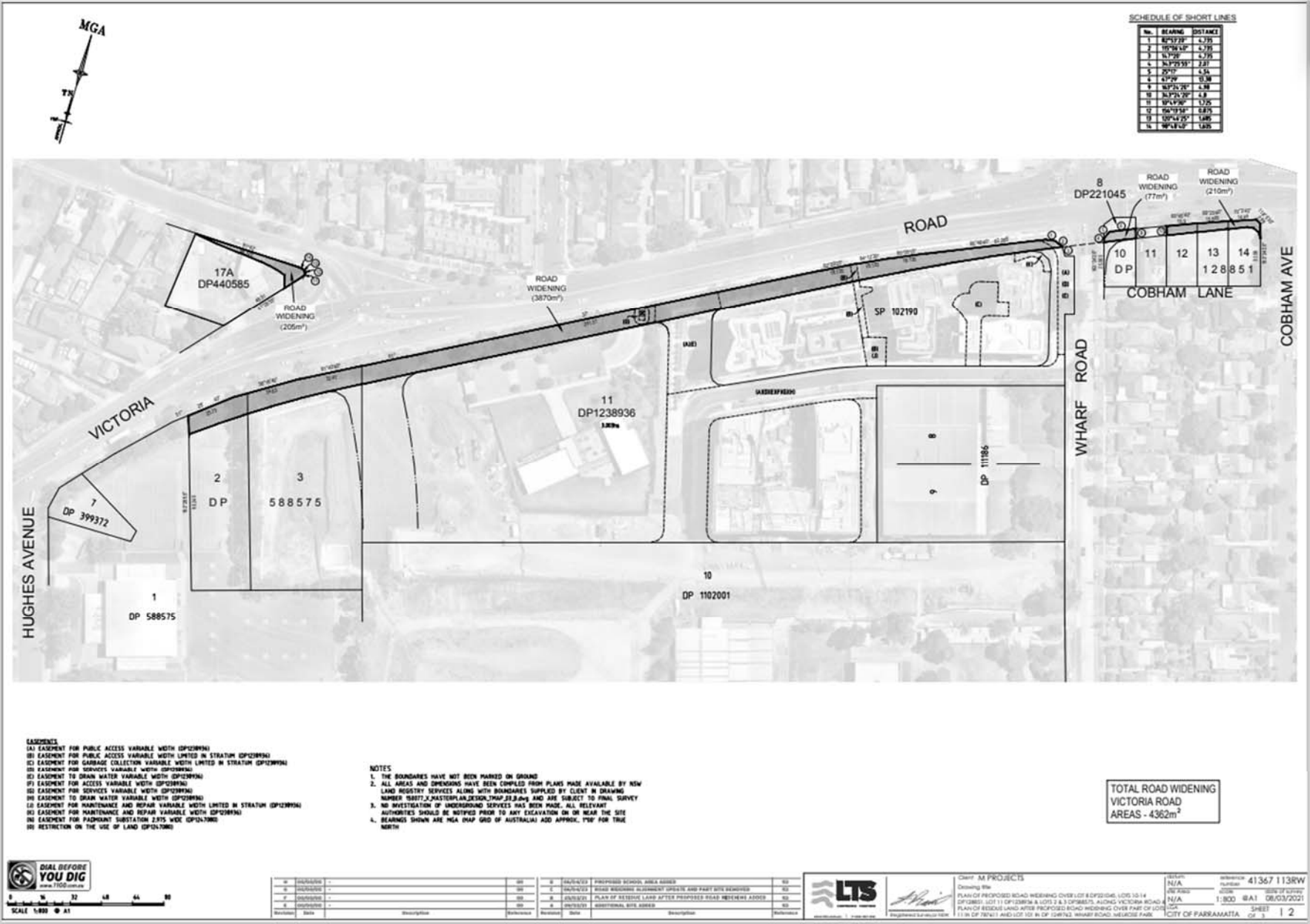
- (d) If the Minister calls on the Education Land Security, the Minister may take any action and obtain any approvals necessary to Remediate the Education Land as required under this deed and the Landowner must do all things necessary to enable the Minister to obtain such approvals.
- (e) All costs incurred by the Minister under clause 9(d) of this Schedule are recoverable from the relevant Landowner either through the Education Land Security or by payment by the relevant Landowner within 10 Business Days of a demand by the Minister and if unpaid, as a debt due in a Court of competent jurisdiction.

10. Release of Education Land Security

If the Landowner has satisfied all of its obligations under this deed secured by the Education Land Security then the Minister will promptly return the Education Land Security or any unused part of it (less any costs, charges, duties and taxes payable) to the Landowner.

Schedule 6 – Land Dedication Plan





Schedule 7 – Road Works Plan

