

COUNCIL ASSESSMENT REPORT

SYDNEY CENTRAL CITY PLANNING PANEL

PANEL REFERENCE & DA NUMBER	PPSSCC-651 DA 1231/2025/JP
PROPOSAL	Concept Development Application for Norwest Quarter. The development will be constructed in five stages, with the first stage under construction.
ADDRESS	40 Solent Circuit Norwest 2-6 Maitland Place Norwest
APPLICANT	Mulpha Norwest Quarter Developments
OWNER	Mulpha Norwest Pty Limited
DA LODGEMENT DATE	17 February 2025
APPLICATION TYPE	Development Application
REGIONALLY SIGNIFICANT CRITERIA	Clause 2.20 and Schedule 6 of the SEPP (Planning Systems) 2021
ESTIMATED DEVELOPMENT COST	\$794,065,142.00(excluding GST)
CLAUSE 4.6 REQUESTS	Nil
KEY SEPP/LEP	The Hills LEP 2019 and SEPP (Housing) 2021
TOTAL & UNIQUE SUBMISSIONS KEY ISSUES IN SUBMISSIONS	One – The submission relates to impacts to traffic and lack of infrastructure, overdevelopment of the site, proposal is out of character for the area and development results in overshadowing and privacy of adjoining properties.
DOCUMENTS SUBMITTED FOR CONSIDERATION	Statement of Environmental Effects – Egis Urban Design Report (including scaled plans) – Terroir with Realm Studios, Monogram, SJB and Finding Infinity Landscaping and Public Domain Design Report – Realm Studios Survey Plan – Geosurv Preliminary Site Investigation – EI Australia Quantity Surveying Cost Estimate Report – MBM Environmental Initiatives Report – Finding Infinity

	Arboricultural Impact Assessment Report – Australis Tree Management Tree Protection Plan – Australis Tree Management
SPECIAL INFRASTRUCTURE CONTRIBUTIONS (S7.24)	N/A Concept Development Application only
RECOMMENDATION	Approval
DRAFT CONDITIONS TO APPLICANT	Yes
SCHEDULED MEETING DATE	Electronic Determination
PREPARED BY	Cynthia Dugan – Principal Coordinator
CONFLICT OF INTEREST DECLARATION	None Declared
DATE OF REPORT	31 October 2025

EXECUTIVE SUMMARY

The Development Application (DA 1231/2025/JP) seeks consent for a Concept Development Consent for a mixed-use residential development comprising of nine residential flat buildings to be constructed in five stages at 40 Solent circuit and 2-6 Maitland Place Norwest. The site is zoned R4 High Density Residential under The Hills LEP 2019 and is located within the Norwest Precinct known as the Norwest Town Centre Residential East Precinct. Whilst site specific planning proposals were made separately for 40 Solent Circuit and 2-7 Maitland Place in 2020 and 2017 respectively, the purpose of the subject Development Application is to establish a new framework for the whole site which was not contemplated under the separate planning proposals.

The Concept Development Application is made under Section 4.22 of the Environmental Planning and Assessment Act 1979. The application seeks approval for a total of 935 dwellings (864 dwellings on 40 Solent Circuit and 71 dwellings on 2-6 Maitland Place) and establishes maximum building heights, envelopes, setbacks and staging across the site. No built form is included as part of the subject Development Application. Separate development applications for built form will be lodged for Stages 2 to 5. The first stage of development at 40 Solent Circuit was approved under development consent 1541/2021/JP and is currently under construction.

The proposal complies with the maximum height and FSR permissible within the Hills LEP 2019 (LEP). The Concept Development Application proposes a maximum height of RL176 at 40 Solent Circuit and RL169 at 2-6 Maitland Place which complies with Clause 4.3 of the LEP. A maximum FSR of 2.9:1 at 40 Solent Circuit and 3:1 at 2-6 Maitland Place is also proposed which complies with the maximum incentive FSR permitted under Clause 7.11 of the LEP. Future built form development applications will need to demonstrate that these development standards are met. In accordance with Clause 7.7 of the LEP, the proposal has been reviewed by Council's Design Advisory Panel (DAP) and the findings of the DAP have been considered in the assessment of the Concept Development Application. The DAP made

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recommendations to the built form of the development, some of which are conditioned in the development consent and will be considered in future built form development applications. It is considered that the provisions under Clause 7.7 Design Excellence of the Hills LEP 2019 are satisfied.

The concept proposal has been considered against the design quality principles for residential apartment development set out in Schedule 9 of Chapter 4 under SEPP (Housing) 2021. The proposal is consistent with the local context of the site being within a residential precinct in the Norwest Precinct. The concept proposal has the potential to result in built form outcomes that provide high quality landscaping, amenity, sustainability, housing diversity, safety and aesthetic outcomes and that buildings are designed to minimise perceived bulk and scale and enhance the qualities and identity of the area. The density and scale of the proposal is consistent with the height and FSR as envisaged under the site specific planning proposals. Future built form applications will need to demonstrate these design principles are met with the submission of Design Verification Statements. The proposal has also been considered against the Apartment Design Guide (ADG). Indicative layouts have been provided to demonstrate that the concept application is capable of achieving compliance with the relevant design criteria of the ADG including communal and public open space, deep soil zones, visual privacy/building separation, solar and daylight access, natural ventilation. A detailed assessment against each of the design criteria will be made under future built form development applications.

The proposal complies with the Hills DCP 2012 with the exception of site planning (location of buildings), height building envelopes, location of public/private communal open space and front setbacks, under Part D Section 8 - Norwest Town Centre Residential Development and the maximum 50m building length control for Building I under Part B Section 5 Residential Flat Buildings. The variations to the site specific controls relating to site planning (location of buildings), height building envelopes and public/private communal opens space, can be supported as these controls relate to indicative figures in the site specific DCP based on concept designs submitted with the site specific planning proposal for 40 Solent Circuit under 5/2015/PLP. It is noted that the images/figures submitted with the planning proposal included "sculptural" towers with full height glass facades on each level with a lightweight, slender built form outcome, which are more reflective of commercial towers rather than residential towers. Further, 7 Maitland Place has since been developed under development consents 1235/2018/JP and 1154/2021/JP without the inclusion of 2-6 Maitland Place which formed part of the planning proposal under 5/2016/PLP.

A planning proposal sets out strategic justification for amending an environmental planning instrument and provides conceptual designs and indicative plans to demonstrate the development would have site specific merit. This includes block/massing diagrams and building envelopes to justify the increase in provisions such as height or floor space ratio. The detailed design including built form and design excellence is not assessed as part of the planning proposal but under subsequent development applications. The subject concept application seeks to establish a new framework for building heights, envelopes, setbacks and staging for 40 Solent Circuit and 2-6 Maitland Place including the reduction in the number of overall buildings at 40 Solent Circuit from nine to eight and alters the building envelopes from a rounder, organic form to a rectilinear edge. A building is also included with the development within 2-6 Maitland Place. It is considered that despite these variations, the built form outcome could result in an appropriate urban design, planning and landscaping outcome. It is noted that in assessing any future built form applications, approval of the subject Concept Development Application will take precedent over any controls under the DCP.

Whilst the majority of building envelopes comply with the front setbacks control, variations are proposed within the Spurway Drive for Buildings H and I and D, E and F within the Solent Circuit boundary. Variations to Buildings B and C have already been supported under Assessment Report: PPSCC-651 DA 1231/2025/JP]

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development consent 1541/2021/JP. The DCP requires a 14m setback to Spurway Drive and 10m setback to Solent Circuit. The Design Advisory Panel recommends that the proposal complies with these setback controls.

The building envelopes for Buildings D, E and F on Solent Circuit and Building H on Spurway Drive are angled or positioned in such a way that the average of the front setbacks could comply with the minimum setbacks. However, the setback variation for Building I on Spurway Drive boundary will not result in an average of 14m. The total length of Building I is also approximately 92m which does not comply with the maximum 50m building length control under Part B Section 5 of the DCP. Whilst the Applicant has indicated the building will be designed in a “stepped arrangement”, an outdoor play area for a child care centre is also proposed within this frontage which will require acoustic fencing and crash barriers. Further, a 6m wide Endeavour Energy easement is located along the Spurway Drive front setback. It is noted that plants with significant root systems that grow greater than 400 mm below ground level, retaining walls running longitudinally above underground assets and acoustic fencing are not permitted within this easement. Opportunities for landscaping will be limited in front of Building I. In this regard, the variation to the front setback control for Building I is not supported, and condition 8 is recommended in the draft consent requiring at least an average setback of 14m with encroachments of up to 10m is permitted for Building I. In addition, condition 10 is recommended in the draft consent requiring that all works within the easement including the driveway access for Building H will have to be designed and approved by Endeavour Energy’s easements officer.

The application includes non-residential land uses in Stages 1 and 2 with 460 car parking spaces proposed in Stage 1 and 340 spaces in Stage 2. However, the Stage 1 development consent 1541/2021/JP was approved with 473 spaces (283 for residential, 36 residential visitors, 5 share and 149 spaces for non-residential/commercial development). For 340 dwellings proposed under Stage 2, at least 208 residents and 42 visitor spaces will be required in accordance with the minimum provisions under Clause 7.11 and the DCP. This would result in a maximum of 90 spaces available for all non-residential land uses. A planning proposal 7/2025/PLP for changes to the distribution and mix of additional permitted commercial uses under the LEP is currently on exhibition until 3 November 2025. As such, the gross floor area for non residential land uses have not been quantified under Stage 2 of the development. It is acknowledged that as this is only a concept application, sufficient parking could be accommodated within future detailed built form applications, subject to the submission of traffic reports. In this regard, condition 7 is recommended in the draft consent requiring that future built form applications proposing non residential land uses must demonstrate that sufficient parking is provided separate from the minimum residential and residents visitor spaces.

One submission was received following the notification period. The concerns raised predominantly relate to impacts to traffic and lack of infrastructure, overdevelopment of the site and proposal is out of character for the area and development results in overshadowing and privacy of adjoining properties. These concerns have been addressed in this report and do not warrant refusal of the application. The proposal is consistent with the dwelling yield, heights and FSR as envisaged under previous planning proposals which were considered to have strategic and site-specific merit.

The proposal is recommended for approval subject to conditions contained at **Attachment A** of this report.

1. THE SITE AND LOCALITY

The site is irregular in shape and comprises 40 Solent Circuit with a site area of 38,242m² and 2,648m² for 2-6 Maitland Place which results in a total area of 40,890m². The site slopes to the south and is bounded by Spurway Drive to the north, Natura Rise to the west, Maitland Place to the east and Solent circuit to the south.

The site is located approximately 530m from the Norwest metro station. The site is located within the Norwest Central Precinct under the Norwest Precinct Plan which sets the framework for Norwest to emerge as a thriving mixed use strategic centre and highly competitive employment precinct.

Under the Hills LEP 2019, the subject site is zoned R4 High Density Residential, comprises a maximum height of RL176 for 40 Solent Circuit and RL169 for 2-6 Maitland Place. Stage 1 of the development (Buildings B and C) was approved under 1541/2021/JP and is currently being constructed on 40 Solent Circuit. A single storey building for temporary use as an exhibition home and community garden approved under 1425/2022/HA also occupies 40 Solent Circuit. 2-6 Maitland Place is currently vacant.

The properties to the northwest and west of the site are zoned R4 High Density Residential and comprises of mixed use residential flat buildings. Directly north of the development is Castle Hill Country Club which is zoned RE2 Private Recreation. The properties to the northeast comprise a medium density seniors housing development known as Castle Pines. Properties to the east of 40 Solent and north of 2-6 Maitland Place include residential flat buildings up to 25 storeys in height which are currently under construction. Further east of 2-6 Maitland Place and to the south of the site is land zoned SP4 Enterprise Corridor and comprises commercial developments, a private hospital and Norwest Lake.

2. THE PROPOSAL AND BACKGROUND

2.1 The Proposal

The Development Application seeks consent for a concept masterplan to support a mixed-use residential development comprising 935 dwellings across nine residential flat buildings and five stages of development. A total of 864 dwellings is proposed on 40 Solent Circuit and 71 dwellings on 2-6 Maitland Place. The proposed Concept Development Application is made under section 4.22 of the Environmental Planning And Assessment Act 1979 and seeks to establish building heights, envelopes, and setbacks as well as staging across the whole site. This application is accompanied by a comprehensive urban design report and landscape concept plans.

The staging of the development is provided below:

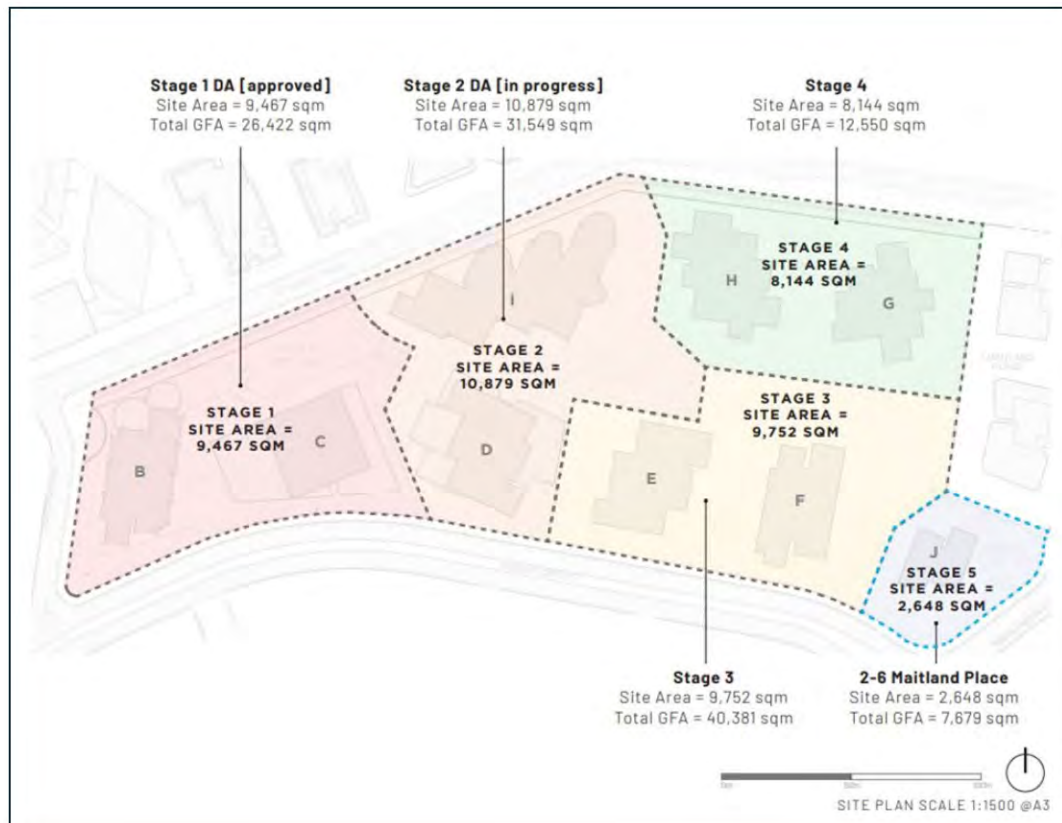


Figure 1: Staging Plan

Details of the staging of the built form is proposed as follows:

Stage 1

Construction of two mixed use residential flat buildings known as Building B (13 storeys) and C (23 storeys) comprising a non-residential uses on the lower levels, combined four level basement car parking and associated landscaping. This stage is located on the western end of the site, has been approved under development consent 1541/2021/JP and is currently under construction.

Stage 2

Construction of two mixed use residential flat buildings known as Building D (26 storeys) and I (11 storeys) comprising non-residential uses on the lower levels, combined three and a half level basement car parking and associated landscaping. This stage is located on the western portion of the site with Building D fronting Solent Circuit and Building I fronting Spurway Drive.

Stage 3

Construction of two residential flat buildings known as Building E (24 storeys) and F (23 storeys) comprising ancillary non-residential uses for exclusive use of residents on the lower levels, combined four level basement car parking and associated landscaping: This stage is located on the south eastern portion of the site with frontage to Solent Circuit.

Stage 4

Construction of two residential flat buildings known as Building G and H (both 11 storeys) comprising ancillary non-residential uses for exclusive use of residents on the lower levels, combined two level basement car parking and associated landscaping. This stage is located on the north eastern portion of the site with frontage to Spurway Drive.

Stage 5

Construction of a residential flat building known as Building J (25 storeys), three level basement car parking and associated landscaping.

Note: The non-residential uses proposed include restaurant/café, retail premises, medical facilities, swimming pool and a childcare centre within Stages 1 and 2. Stage 1 non-residential land uses have been approved under development consent 1405/2024/HA. Ancillary non-residential uses are also proposed for residents in Stages 3 and 4. These include health service facilities and recreational facilities (indoor). All future non-residential land uses will be subject to future built form and land use applications.

A numerical overview of the proposal is detailed in the below table:

	Concept Proposal	
	40 Solent Circuit (Lot 2107 DP 1216268)	2-6 Maitland Place (Lot 22 DP 1034506)
Dwellings	Stage 1 – 181 Stage 2 – 208 Stage 3 – 365 Stage 4 – 110 Total: 864	Stage 5 – 71 Total: 71
Gross Floor Area	110,902m ² (maximum)	7,944m ² (maximum)
Floor Space Ratio	2.9:1 (maximum)	3:1 (maximum)
Building heights	<u>Stage 1 (approved)</u> Building B- 13 storeys (RL164.7) Building C - 23 storeys (RL168) <u>Stage 2</u> Building D – 26 storeys (RL175.9) Building I – 11 storeys (RL126.2) <u>Stage 3</u> Building E – 24 storeys (RL170.3) Building F – 23 storeys (RL167.1) <u>Stage 4</u> Building G – 11 storeys (RL132.4) Building H – 11 storeys (RL132.4)	Stage 5 Building J – 25 storeys (RL169)
Setbacks	<u>Stage 1 (approved)</u> Solent Circuit Building B: 8.5m Building C: 6.4m (podium) and 6.9m (tower) Spurway Drive Building B 14m (tower) and 7.9m (circular podiums)	<u>Stage 5</u> Solent Circuit 16m Maitland Place 13-25m Northern boundary 12m

	<u>Stage 2</u> Solent Circuit Building D 6m – 14m Spurway drive Building I 6m – 10m <u>Stage 3</u> Solent Circuit Building E 10m Building F 6m – 14m Eastern property boundary 39m <u>Stage 4</u> Spurway Drive Building H 10m – 15m Building G 11m – 14m Eastern property boundary 13m	
Open space	<u>Stages 1-4</u> 20,698m ² (54%)	<u>Stage 5</u> 2,162m ² (81%)
Landscaped area	<u>Stages 1-4</u> 26,926m ² (70.41%)	<u>Stage 5</u> 2,172m ² (82%)
Deep soil zone	<u>Stages 1-4</u> 10,289m ² (26.91%)	<u>Stage 5</u> 821m ² (31%)
Car parking	Stage 1 basement – 460 Stage 2 basement – 340 Stage 3 basement – 399 Stage 4 basement – 177 Total: 1,376	Stage 5 basement – 129 Total: 129
Vehicular access	Stages 1 -3 basements – driveway crossover via Solent Circuit at the western end of the site. Stage 4 basement – driveway crossover via Spurway Drive at the northern part of the site.	Stage 5 basement – driveway crossover via Maitland Place at the eastern end of the site.

2.2 Background And History of Site

The site is located in Norwest Business Park and zoned R4 High Density Residential. The site comprises two lots 40 Solent Circuit (Lot 2107 in DP 1216267) and 2-6 Maitland Place (Lot 22 in DP 1034506) which have both been subject to separate site specific planning proposals and development applications which are detailed below:

40 Solent Circuit

The Norwest master scheme was adopted on 2 September 1992 which identified the use of the site for medium density residential and part golf course. Amendment no. 64 to the Baulkham Hills Local Environmental Plan 1991 was gazetted on 6 August 1999 and changed the entire site to a residential land use which is now known as the Norwest Residential Precinct.

A number of masterplans for the Norwest Residential Precinct were considered by Council between 2004 to 2007. These are detailed below:

- A report regarding development application 88/05/HC and draft DCP for a Masterplan for the Norwest residential precinct was considered by Council at its meeting on 14 September 2004. Council resolved that the matter be deferred to allow time for the DCP to be re-drafted limiting the height on residential apartment buildings to four storeys, a traffic study and plan for Bella Vista and Crestwood areas be undertaken and submitted to Council and funds for the preparation of the traffic study and plan be identified in the budgeted review. This development application was withdrawn on 17 November 2004.
- A report regarding the draft Local Environmental Plan and draft Development Control Plan for the Norwest Residential Precinct was considered by Council at its meeting on 19 April 2005. Council resolved to not exhibit the draft DCP and LEP as they did not conform with the previous resolution of 14 September 2004 limiting the maximum building heights to four levels.
- Stage 1 development application 790/2006/HC for Norwest Town Centre Residential Precinct Master Plan was approved by Council at its meeting on 28 March 2006. The masterplan comprised a total of 518 dwellings over three precincts (west, central and east) with medium density residential development in the west and central precinct and medium density residential flat buildings in the eastern and central precincts.

Subject to the approval of the masterplan for the Norwest Town Centre Residential Precinct under DA 790/2006/HC, the following built form development applications were approved:

- DA 2378/2006/HC was approved on 5 April 2007 by Council's Development Assessment Unit (DAU) for 11 small lot integrated housing units, 12 town houses and a residential flat building comprising 12 apartments in the west precinct on Fairway Drive. This was known as "The Lakes".
- DA 241/2008/HC was approved on 26 August 2008 by Council's Development Assessment Unit for the construction of the Central Residential Precinct.
- DA 993/2010/JP was approved on 23 September 2010 by The Joint Regional Planning Panel for the construction of an amended Central Residential Precinct Development comprising 32 integrated housing units, and 54 attached townhouses. This was known as "Central Park Estate".

Planning proposal 7/2012/PLP was lodged with Council in May 2012 seeking to amend the Norwest Residential Precinct Masterplan by increasing the LEP height limit within Eastern Precinct and the site specific DCP. The intent of this planning proposal was to introduce attached dwelling typologies to the approved residential flat building masterplan. Notwithstanding, council at its meeting held on 27 November 2012 resolved not to proceed with the proposal.

DA 910/2013/JP was approved on 28 August 2013 by the Joint Regional Planning Panel (JRPP) to amend the masterplan for the Eastern Precinct to provide 328 dwellings comprising 6 residential flat buildings and 88 attached dwellings. The JRPP supported Clause 4.6 variations to the maximum height standard and minimum lot size standard under the LEP. The approval of this application resulted in a built form outcome of not only residential flat buildings but also attached dwellings and increased the maximum density permitted on the site.

DA 936/2014/JP was approved on 7 August 2014 by the JRPP (Sydney West Region) for the construction of two residential flat buildings being 8 storeys (Block A1) and 9 storeys (Block A2) containing 100 apartments and 2 levels of basement car parking. This is known as the "Watermark Apartments".

The maximum building height for the Eastern Precinct was amended from 16m to RL116 when the Hills Local Environmental Plan (Amendment No. 24) was notified on 17 July 2015.

DA 1347/2015/JP was approved on 26 November 2015 by the Joint Regional Planning Panel (Sydney West Region) for a revised masterplan for the Norwest Town Centre Eastern Residential Precinct for 342 units (up to 12 storeys in height) and 66 attached dwellings. This revised masterplan introduced another residential flat building to replace 25 attached dwellings.

DA 1560/2015/JP was approved on 26 November 2015 by the Joint Regional Planning Panel (Sydney West Region) for the construction of a 12 storey residential flat building comprising 77 apartments, ground floor neighbourhood shops and three levels of basement car parking. This is known as the "Haven Apartments".

Planning proposal 5/2015/PLP was lodged with Council on 5 September 2014 seeking to increase floor space ratio and building height standards under the LEP to permit 864 dwellings and additional uses on the R4 zoned land to facilitate a mixed use development to provide 189 additional jobs to the subject site. On 17 June 2020, the Department of Planning and Environment gazetted amendments to THLEP – 40 Solent Circuit as part of 'Tranche Three' of the Government's Planning System Acceleration Program. The LEP amendment (notification no. 421) was notified on the NSW legislation website and came into force and amended the LEP as follows:

- Increase the maximum building height from RL116 metres (10 storeys) to RL176 metres (26 storeys).
- Apply a maximum floor space ratio of 1:1 and a maximum incentivised floor space ratio of 2.9:1 (currently no maximum FSR applicable).
- Include the following additional permitted uses in schedule 1 of the LEP: business premises (maximum 1,500m²), recreation facilities (indoors) (maximum 1,500m²), restaurants or cafés (maximum 500m²) and shops (maximum 1,000m²) applying to part Lot 2107 DP2126268.

Amendments to Part D Section 8 Norwest Town Centre Residential Precinct of The Hills DCP 2012 also came into force on 17 June 2020:

- Amendment of currently applicable density controls to increase the permitted density from 175 persons per hectare to 216 dwellings per hectare for the entire eastern precinct;
- Inclusion of a new control which limits site coverage to a maximum of 30%;

- Inclusion of new plans for the eastern precinct, including a building layout plan, building height plan and common open space plan, to secure key outcomes identified within the publicly exhibited concepts; and
- Remove the original eastern precinct street hierarchy plan which is no longer consistent with the expected development outcome on the site.

The planning proposal also facilitated a local Voluntary Planning Agreement (9/2018/VPA). Refer Attachment Y. This is detailed under Section 3.5 of this report.

Spurway Drive adjoins the subject site to the north. This road has been extended to connect to Stone Mason Drive and upgraded and dedicated as a public road as required under development consent 634/2017/ZB over Lot 2 DP 1246113.

The Stage 1 built form development application for the subject Concept Development Application was approved under development consent 1541/2021/JP by the Sydney Central City Planning on 11 April 2022.

A Stage 1 non-residential first uses development application 1405/2024/HA was approved under Council staff delegations on 19 December 2024. This was subsequently modified under 1405/2024/HA/A on 26 June 2025.

The subject Concept Development Application was lodged on 17 February 2025.

Development consent 1210/2025/ZC was approved under Council staff delegations on 7 May 2025 for a facilitating subdivision creating one stratum community lot, two stratum residential lots, two stratum commercial lots and one stratum development lot associated with a mixed use development (DA 1541/2021/JP). This development consent was subsequently modified under 1210/2025/ZC/A on 31/7/2025 for amendments to conditions 11 and 12.

The Department of Planning issued gateway determination on 3 October 2025 for another owner initiated planning proposal 7/2025/PLP on the site which seeks to allow for greater flexibility in the distribution and mix of commercial uses (including business premises, recreation facilities (indoor), restaurants or cafes and shops) to better respond to shifting market demand and consumer preferences over time. This planning proposal is currently on exhibition until 3 November 2025. The subject Concept Development Application is consistent with this planning proposal.

2-6 and 7 Maitland Place

The site was subject to a planning proposal (5/2016/PLP) to amend the Hills Local Environmental Plan 2012. Amendment no. 42 was notified on the NSW legislation website (notification no. 155) on 21 April 2017.

The Hills Local Environmental Plan was amended as follows:

- Rezoned 7 Maitland place from B7 business park to part R4 high density residential and part B7 business park (2-6 Maitland place remains R4 high density residential);
- Applied a “base floor space ratio” of 1:1 and an “incentivised floor space ratio” of 3:1 to portions of the site zoned R4 high density residential;
- Increased the maximum building height from RL116 metres to RL169 metres (up to approximately 25 storeys) for portions of the site zoned R4 High Density Residential;
- Increased the maximum floor space ratio from 1:1 to 1.5:1 (base floor space ratio) for portions of the site zoned B7 Business Park;

- Reduced the minimum lot size applicable to 7 Maitland place from 8,000m² to 4,000m² (a minimum lot size of 1,800m² would continue to apply to 2-6 Maitland place); and
- Included a new local provision within LEP 2012 (Clause 7.12) which ensures that the “incentivised floor space ratio” for residential development can only be achieved where the proposed development complies with council requirements for apartment size, mix and car parking – this reflects the agreed methodology between council and state government for ensuring the provision of housing mix and diversity within the Sydney Metro Northwest Corridor (this local provision is also identified as a provision which cannot be varied under clause 4.6 of LEP 2012).

7 Maitland Place has since been developed independently from 2-6 Maitland Place. Development consent 2267/2018/ZA for subdivision into two mixed use lots including a new road (Maitland Place extension) was also approved on 4 June 2019. A 6 – 25 storey residential flat building development comprising 286 dwellings now known as 8 Maitland Place, was approved by the SCCPP on 12 December 2019 under development consent 1235/2018/JP. This is located on the western side of the Maitland Place extension under development consent 1235/2018/JP. On the eastern side of the new extension of Maitland Place, a 6-8 storey commercial office building with ground floor and roof top food and drink premises was approved by the SCCPP on 2 December 2021 under development consent 1154/2021/JP. All these developments have been constructed on site.

On 28 August 2019, the Sydney Central City Planning Panel (SCCPP) refused development application 1573/2018/JP for the construction of a 23 storey residential flat building containing 131 units at 2-6 Maitland place, Norwest. The main grounds for refusal related to non-compliance with the maximum FSR permitted on the land under clause 7.12 development on certain land within the Sydney Metro Northwest Urban Renewal Corridor of the Hills LEP. This clause was expressly prohibited to be varied under clause 4.6(8)(cb) of the LEP.

A Class 1 Appeal was filed with the Land and Environment Court for the refusal of the development application. In its decision, the Court ordered a separate question of law be determined under separate proceedings regarding whether, on the proper construction of clauses 4.4, 4.5 and 7.12 of the Hills Local Environment Plan 2012, the FSR of the building on the site must be calculated separately for the land within area a from the remainder of the site. The Court found that Council’s answer to the question of law was correct and the FSR of the building on the site must be calculated separate for the land within the mapped area. This approach for calculating FSR is undertaken in the assessment of the subject application and will inform the assessment of future built form applications.

3. STATUTORY CONSIDERATIONS

3.1 Concept Development Applications under the Environmental Planning and Assessment Act 1979

The Concept Development Application is made pursuant to section 4.22 of the environmental planning and assessment act 1979. Section 4.22 of the act states;

4.22 Concept development applications

- (1) for the purposes of this act, a **concept development application** is a development application that sets out concept proposals for the development of a site, and for which detailed proposals for the site or for separate parts of the site are to be the subject of a subsequent development application or applications.
- (2) in the case of a staged development, the application may set out detailed proposals for the first stage of development.
- (3) a development application is not to be treated as a concept development application unless the applicant requests it to be treated as a concept development application.
- (4) if consent is granted on the determination of a concept development application, the consent does not authorise the carrying out of development on any part of the site concerned unless:

(A) consent is subsequently granted to carry out development on that part of the site following a further development application in respect of that part of the site, or

(B) the concept development application also provided the requisite details of the development on that part of the site and consent is granted for that first stage of development without the need for further consent.

The terms of a consent granted on the determination of a concept development application are to reflect the operation of this subsection.

- (5) the consent authority, when considering under section 4.15 the likely impact of the development the subject of a concept development application, need only consider the likely impact of the concept proposals (and any first stage of development included in the application) and does not need to consider the likely impact of the carrying out of development that may be the subject of subsequent development applications.

4.23 Concept development applications as alternative to DCP required by environmental planning instruments (cf previous s 83c)

- (1) An environmental planning instrument cannot require the making of a concept development application before development is carried out.
- (2) however, if an environmental planning instrument requires the preparation of a development control plan before any particular or kind of development is carried out on any land, that obligation may be satisfied by the making and approval of a concept development application in respect of that land.

note—

section 3.44(5) also authorises the making of a development application where the relevant planning authority refuses to make, or delays making, a development control plan.

- (3) any such concept development application is to contain the information required to be included in the development control plan by the environmental planning instrument or the regulations.

4.24 Status of concept development applications and consents (cf previous s 83d)

- (1) *the provisions of or made under this or any other act relating to development applications and development consents apply, except as otherwise provided by or under this or any other act, to a concept development application and a development consent granted on the determination of any such application.*
- (2) *while any consent granted on the determination of a concept development application for a site remains in force, the determination of any further development application in respect of the site cannot be inconsistent with the consent for the concept proposals for the development of the site (the **concept consent**).*
- (3) *subsection (2) does not prevent the modification in accordance with this act of a consent granted on the determination of a concept development application.*
- (4) *subsection (2) does not prevent the determination of a further development application for the site that is inconsistent with the concept consent if the consent authority determines the application by granting development consent subject to a condition requiring the modification or surrender of the concept consent.*

Note.

See section 4.53(2) which prevents a reduction in the 5-year period of a development consent.

The Applicant has requested the subject Development Application be considered as a Concept Development Application. There is no built form proposed as part of the subject Development Application. A built form development application has already been approved for stage 1 of the development and future built form development applications will be lodged for stages 2 – 5.

It is considered that the subject Development Application satisfies the matters of consideration under Section 4.15 of the Act as identified throughout this report. The relevant environmental planning instruments including the Hills Local Environmental 2019, SEPP (Housing) 2021, the Apartment Design Guide, the Hills Development Control Plan 2012 and the likely impacts of the development including environmental, natural and built and social and economic impacts, the suitability of the site, any submissions made during the notification period and consideration of the public interest has been assessed as satisfactory.

All future built form development applications for Stages 2-5 will need to ensure compliance with section 4.24(2) and demonstrate how they are not inconsistent with the consent for the subject concept proposal. This is reinforced in condition 2 in the draft consent at Attachment A.

3.2 Section 4.15(1)(a)(i) - Provisions of Environmental Planning Instruments

When determining a development application, the consent authority must take into consideration the matters outlined in section 4.15(1) of the *Environmental Planning And Assessment Act 1979* ('EP&A ACT'). These matters as are of relevance to the development application include the following:

- (a) *the provisions of any environmental planning instrument, proposed instrument, development control plan, planning agreement and the regulations*
- (b) *the likely impacts of that development, including environmental impacts on both the natural and built environments, and social and economic impacts in the locality,*

- (c) *the suitability of the site for the development,*
- (d) *any submissions made in accordance with this Act or the regulations,*
- (e) *the public interest.*

These matters are further considered below.

The following environmental planning instruments are relevant to this application:

- State Environmental Planning Policy (Planning Systems) 2021;
- State Environmental Planning Policy (Resilience and Hazards) 2021;
- State Environmental Planning Policy (Biodiversity and Conservation) 2021;
- State Environmental Planning Policy (Transport and Infrastructure) 2021;
- State Environmental Planning Policy (Sustainable Buildings) 2022;
- State Environmental Planning Policy (Housing) 2021; and
- The Hills Local Environmental Plan 2019.

A summary of the key matters for consideration arising from these state environmental planning policies are outlined in the table below.

EPI	MATTERS FOR CONSIDERATION	COMPLY (Y/N)
Planning System SEPP	Section 2.20 declares the proposal as regionally significant development pursuant to Clause 2 of Schedule 6.	Y
Resilience and Hazards SEPP	Clause 4.6 contamination and remediation will be considered in the built form development application. No conditions required for the subject Concept DA.	Y
Biodiversity and Conservation SEPP	Chapter 2 vegetation in non-rural areas and Chapter 6 water catchments. No conditions required for the subject Concept DA.	Y
Sustainable Buildings SEPP	Chapter 2 contains standards for residential development. This will be assessed under the built form development application. No conditions required for the subject Concept DA.	Y
Housing SEPP	Chapter 4 Design of Residential Apartment Development. Condition 11 has been recommended in the draft consent requiring a Design Verification Statement to be submitted for future Built Form DAs.	Y (Capable of achieving compliance)

LEP 2019	• Clause 4.1 – Lot Size	Y
	• Clause 4.3 – Height Of Buildings	Y
	• Clause 4.4 – Floor Space Ratio	N/A (incentive FSR Clause 7.11 applied)
	• Clause 5.10 – Heritage Conservation	Y
	• Clause 6.3 – Public Utility Infrastructure	Y
	• Clause 7.7– Design Excellence	Y
	• Clause 7.11 – Development On Certain Land Within the Sydney Metro Northwest Urban Renewal Corridor (Area A 40 Solent, V1 2-6 Maitland)	Y
	• Schedule 1 (18) Additional Permitted Use	Y

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Planning Systems) 2021 applies to the proposal as it identifies if development is regionally significant development. In this case, pursuant to clause 2.20 of the SEPP, the concept development application is a regionally significant development as it satisfies the criteria in Schedule 6 as the proposal is development that has an estimated development cost of more than \$30 million. Accordingly, the Sydney Central City Planning Panel is the consent authority for the application.

State Environmental Planning Policy (Resilience and Hazards) 2021

The provisions of State Environmental Planning Policy (Resilience and Hazards) 2021 have been considered in the assessment of the development application. Clause 4.6 of the SEPP requires consent authorities to consider whether the land is contaminated, and if the land is contaminated, it is satisfied that the land is suitable in its contaminated state (or will be suitable, after remediation) for the purpose for which the development is proposed to be carried out.

No built form is proposed as part of the subject Concept Development Application. A detailed site contamination investigation will be required for subsequent built form development applications. It is considered that the site will be suitable or can be made suitable for the proposed development.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

The aim of this plan is to protect the environment of the Hawkesbury-Nepean River Catchment by ensuring that the impacts of future land uses are considered in a regional context.

Through stormwater mitigation and erosion and sediment measures, the development is unlikely to have detrimental impacts on the health of the environment of the Hawkesbury and Nepean River catchment.

State Environmental Planning Policy (Sustainable Buildings) 2022

As this development application is for a concept development application, a BASIX certificate was not required to be submitted. A BASIX certificate will be required to be submitted as part of any future built form development applications which will need to demonstrate the proposal achieves the targets for energy, water use and thermal comfort for residential development.

State Environmental Planning Policy (Housing) 2021

It is assessed that the Concept Development Application is capable of achieving compliance with the design principles under Schedule 9 'Design Principles for Residential Apartment Development' and the relevant design criteria of the Apartment Design Guide (ADG) such as communal and public open space, deep soil, visual privacy/building separation and solar

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access and cross ventilation. This will be assessed in detail under subsequent built form applications as required under Clause 147 of Chapter 4 of the SEPP and Clause 29 of The Environmental Planning and Assessment Regulation 2021 and a design verification statement for any apartment is required to be submitted with any future built form application.

Condition 11 recommends that the submission of a Design Verification Statement and compliance with the ADG is required to be provided with any future built form development application.

The proposal complies with all relevant provisions under SEPP (Housing) 2021.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This policy aims to facilitate the delivery of infrastructure and identify matters to be considered in the assessment of development adjacent to particular types of infrastructure development. Specifically the SEPP contains provisions relating to traffic generating development.

Traffic generating development

Clause 2.122 'traffic-generating development' of the SEPP states:-

(1) This section applies to development specified in Column 1 of the Table to Schedule 3 that involves—

- (a) new premises of the relevant size or capacity, or*
- (b) an enlargement or extension of existing premises, being an alteration or addition of the relevant size or capacity...*

(4) Before determining a development application for development to which this section applies, the consent authority must—

- (a) give written notice of the application to TfNSW within 7 days after the application is made, and*
- (b) take into consideration—*
 - (i) any submission that RMS provides in response to that notice within 21 days after the notice was given (unless, before the 21 days have passed, TfNSW advises that it will not be making a submission), and*
 - (ii) the accessibility of the site concerned, including—*
 - (A) the efficiency of movement of people and freight to and from the site and the extent of multi-purpose trips, and*
 - (B) the potential to minimise the need for travel by car and to maximise movement of freight in containers or bulk freight by rail, and*
 - (iii) any potential traffic safety, road congestion or parking implications of the development.*

Comment:

The proposal is categorised as traffic generating development pursuant to Schedule 3 of the SEPP. The Development Application was referred to Transport for NSW (TfNSW) for review. TfNSW raised no objection to the proposal and provided the following comment:

- *The proposal seeks approval for a concept development application which seeks to establish building heights, envelopes, and setbacks as well as staging across the whole site. A separate development application will be lodged for each stage.*
- *Access to the development site would be from Solent Circuit and Maitland Place (local roads) which are under the care and control of Council.*
- *The proponent has entered into voluntary planning agreements (VPAs) relating to works on 40 Solent circuit with both The Department of Planning, Housing and Infrastructure and Council for developer contribution towards regional and state infrastructure.*
- *The development will be required to contribute to delivery of infrastructure (that includes transport and roads) via the Housing Productivity Contribution (HPC) framework for development on 2-6 Maitland place, Norwest.*

As such, TfNSW has no objection to the DA and provides the following comments for Council's consideration in the determination of the application:

- 1. The future applications for each stage of the development should clearly identify the potential impacts to the state road network and the need/associated funding for upgrading or road improvement works (if required) consistent with the above VPAs/HPC.*
- 2. The subject development is located near Norwest metro and interchange, with future users of the development within proximity to utilise highly accessible public and active transport. Travel demand management (TDM) measures should be used to reduce the number of traffic generated by this development.*
- 3. Future development parking rates are to be consistent with the TfNSW Guide to Transport Impact Assessment 2024.*

The application does not increase the yields envisaged under the site specific planning proposals. Clause 7.11 of the LEP requires a minimum of 1,037 residents and visitor car parking spaces for stages 1-4 and 87 car parking spaces in stage 5. The proposal includes 1,376 car parking spaces for Stages 1-4 and 129 car parking spaces for Stage 5. It is recommended that the minimum number of car parking spaces is conditioned in the development consent. Refer condition 7 in the draft consent. This results in 339 non-residential spaces for stage 1-4 and 42 non-residential spaces for Stage 5. Any future built form and land use development application will need to demonstrate that adequate car parking is provided for each land use.

Council's Traffic section raises no objections to the Concept Development Application and recommends that any subsequent built form application must include a traffic study for future land uses and a traffic report demonstrating compliance with sight distances and swept paths at all access points, as well as safe and efficient circulation within the car park areas.

In this regard, the potential for traffic safety and road congestion of the development have been satisfactorily addressed and satisfies Clause 2.122 of SEPP (Transport and Infrastructure) 2021.

The Hills Local Environmental Plan 2019

The land is zoned R4 High Density Residential under Local Environmental Plan 2019. The proposal comprises uses defined as the following:

Residential flat building means a building containing 3 or more dwellings, but does not include an attached dwelling, co-living housing or multi dwelling housing.

Business premises means a building or place at or on which—

(a) an occupation, profession or trade (other than an industry) is carried on for the provision of services directly to members of the public on a regular basis, or

(B) a service is provided directly to members of the public on a regular basis,

And includes funeral homes, goods repair and reuse premises and, without limitation, premises such as banks, post offices, hairdressers, dry cleaners, travel agencies, betting agencies and the like, but does not include an entertainment facility, home business, home occupation, home occupation (sex services), medical centre, restricted premises, sex services premises or veterinary hospital.

Note—

Business premises are a type of **commercial premises**—see the definition of that term in this dictionary.

Recreation facility (indoor) means a building or place used predominantly for indoor recreation, whether or not operated for the purposes of gain, including a squash court, indoor swimming pool, gymnasium, table tennis centre, health studio, bowling alley, ice rink or any other building or place of a like character used for indoor recreation, but does not include an entertainment facility, a recreation facility (major) or a registered club.

Food and drink premises means premises that are used for the preparation and retail sale of food or drink (or both) for immediate consumption on or off the premises, and includes any of the following:

(A) a restaurant or cafe,

(b) take away food and drink premises,

(c) a pub,

(d) a small bar.

Shop means premises that sell merchandise such as groceries, personal care products, clothing, music, homewares, stationery, electrical goods or the like or that hire any such merchandise, and includes a neighbourhood shop and neighbourhood supermarket, but does not include food and drink premises or restricted premises.

Centre-based child care facility means—

(a) a building or place used for the education and care of children that provides any one or more of the following—

(i) long day care,

(ii) occasional child care,

(iii) out-of-school-hours care (including vacation care),

(iv) preschool care, or

(b) an approved family day care venue (within the meaning of the [Children \(Education and Care Services\) National Law \(NSW\)](#))

Note.

An approved family day care venue is a place, other than a residence, where an approved family day care service (within the meaning of the [Children \(Education and Care Services\) National Law \(NSW\)](#)) is provided.

But does not include—

- (c) a building or place used for home-based child care or school-based child care, or
- (d) an office of a family day care service (within the meanings of the [Children \(Education and Care Services\) National Law \(NSW\)](#)), or
- (e) a babysitting, playgroup or child-minding service that is organised informally by the parents of the children concerned, or
- (f) a child-minding service that is provided in connection with a recreational or commercial facility (such as a gymnasium) to care for children while the children's parents are using the facility, or
- (g) a service that is concerned primarily with providing lessons or coaching in, or providing for participation in, a cultural, recreational, religious or sporting activity, or providing private tutoring, or
- (h) a child-minding service that is provided by or in a health services facility, but only if the service is established, registered or licensed as part of the institution operating in the facility.

Note—

Centre-based child care facilities are a type of early education and care facility—see the definition of that term in this dictionary.

Medical centre means premises that are used for the purpose of providing health services (including preventative care, diagnosis, medical or surgical treatment, counselling or alternative therapies) to out-patients only, where such services are principally provided by health care professionals. It may include the ancillary provision of other health services.

Note—

Medical centres are a type of health services facility—see the definition of that term in this dictionary.

Health services facility means a building or place used to provide medical or other services relating to the maintenance or improvement of the health, or the restoration to health, of persons or the prevention of disease in or treatment of injury to persons, and includes any of the following—

- (a) a medical centre,
- (b) community health service facilities,
- (c) health consulting rooms,
- (d) patient transport facilities, including helipads and ambulance facilities,
- (e) hospital.

Clause 2.5 of the LEP prescribes that development on particular land that is described or referred to in Schedule 1 may be carried out with development consent.

Schedule 1 Additional Permitted Uses prescribes the following:

18 Use Of Certain Land At 40 Solent Circuit, Norwest

(1) this clause applies to land at 40 Solent circuit, Norwest, being lot 2107, DP 1216268, shown as “item 12” on the [additional permitted uses map](#).

(2) development for the following purposes is permitted with development consent—

(a) business premises, but only if the total gross floor area of all business premises on the land does not exceed 1,500m²,

(b) recreation facilities (indoor), but only if the total gross floor area of all recreation facilities (indoor) on the land does not exceed 1,500m²,

(c) restaurants or cafes, but only if the total gross floor area of all restaurants and cafes on the land does not exceed 500m²,

(d) shops, but only if the total gross floor area of all shops on the land does not exceed 1,000m².

The proposal provides non-residential land uses in Stages 1 – 2 such as business premises, recreational facilities (indoor), restaurants and shops, as well as recreational facilities (indoor), centre based childcare facility, community facilities, health services facilities and a medical centre. It is noted that a planning proposal is currently on exhibition that replaces the individual gross floor area limitations for business premises, recreation facilities (indoor), restaurants or cafes and shops and retains the total gross floor area limitation of 1,000m² for shops under Schedule 1. Condition 6 is recommended in the draft consent requiring that these limitations are complied with. Separate land use development applications will also be required for the child care facility and medical centres.

The proposed uses are permitted within the R4 High Density Residential zone under the provisions of LEP 2019 and/or SEPP (Transport and Infrastructure) 2021.

a. Objectives of the Zone

The objectives of the R4 High Density Residential zone are:

- To provide for the housing needs of the community within a high density residential environment.*
- To provide a variety of housing types within a high density residential environment.*
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.*
- To encourage high density residential development in locations that are close to population centres and public transport routes.*

The proposal is consistent with the stated objectives of the zone, in that the proposal will provide for housing needs of the community, and provide a variety of housing types within a high density residential environment. The non-residential land uses would provide a service to meet the day to day needs of the residents and local community. As such, the proposal is satisfactory in respect to the LEP 2019 zone objectives.

b. The Hills LEP 2019 Development Standards/Local Provisions

LEP STANDARD/ PROVISION	REQUIRED	PROVIDED	COMPLIES
4.3 Height of Buildings	<u>40 Solent Circuit</u> RL176 (maximum)	<u>Stage 1</u> Building B- 13 storeys (RL164.7) Building C - 23 storeys (RL 168)	Yes
		<u>Stage 2</u> Building D – 26 storeys (RL175.9) Building I – 11 storeys (RL126.2)	Yes
		<u>Stage 3</u> Building E – 24 storeys (RL170.3) Building f – 23 storeys (RL167.1)	Yes
		<u>Stage 4</u> Building G – 11 storeys (RL132.4) Building H – 11 storeys (RL132.4)	Yes
	<u>2-6 Maitland place</u> RL169 (maximum)	<u>Stage 5</u> Building J – 25 storeys (RL169)	Yes
4.4 FSR (Base)	1.6:1	2.9:1 (40 Solent) 3:1 (2-6 Maitland place)	N/A – Clause 7.11 of the LEP applied.
5.10 Heritage Conservation	The consent authority must, before granting consent under this clause in respect of a heritage item or heritage conservation area, consider the effect of the proposed development on the heritage significance of the item or area concerned.	Site adjoins Castle Hill Country Club and 47 Spurway Drive identified as an item of local environmental heritage (i25). The subject site is also located within a broader view corridor relating to Bella Vista Farm Park, which is a Heritage Conservation Area of State Significance. A Heritage impact assessment was provided. A detailed assessment will be required under this Clause for future built form DAs.	Yes

6.3 Public Utility Infrastructure	Development consent must not be granted for development on land in an urban release area unless the council is satisfied that any public utility infrastructure that is essential for the proposed development is available or that adequate arrangements have been made to make that infrastructure available when it is required.	A State Voluntary Planning Agreement was entered into by the applicant and the Minister provides that the developer will make a monetary contribution of \$2.14million (subject to indexation in accordance with the planning agreement development contribution) for the purposes of the provision of designated state public infrastructure within the meaning of Clause 6.3 of the LEP.	Yes, the executed State VPA at Attachment Z demonstrates that adequate arrangements have been made to make the infrastructure available when it is required.
7.7 Design Excellence	Development consent must not be granted unless the development exhibits design excellence	Proposal referred to council's Design Advisory Panel and findings on the Panel have been considered.	Yes. Refer to discussion below.
7.11 Development On Certain Land Within the Sydney Metro Northwest Urban Renewal Corridor	<u>40 Solent circuit (Mapped as Area A)</u> 2.9:1(maximum) <u>2-6 Maitland Place (Mapped as V1)</u> 3:1 (maximum)	2.9:1 (maximum GFA of 110,902m ²) 3:1 (maximum GFA of 7,944m ²)	Yes. Concept application demonstrates the proposal can achieve compliance. The built form development applications will need to ensure compliance with the unit mix, size and car parking provisions to ensure the incentive FSR can be achieved.

i. Design Excellence

Clause 7.7 of the LEP states the following:

(1) the objective of this clause is to deliver the highest standard of architectural and urban design.

(2) this clause applies to development involving the erection of a new building or external alterations to an existing building if the building has a height of 25 metres or more.

(3) development consent must not be granted to development to which this clause applies unless the consent authority considers that the development exhibits design excellence.

(4) in considering whether the development exhibits design excellence, the consent authority must have regard to the following matters—

(a) whether a high standard of architectural design, materials and detailing appropriate to the building type and location will be achieved,

- (b) *whether the form, arrangement and external appearance of the development will improve the quality and amenity of the public domain,*
- (c) *whether the development detrimentally impacts on view corridors,*
- (d) *whether the development detrimentally impacts on any land protected by solar access controls established under a development control plan,*
- (e) *the requirements of any development control plan to the extent that it is relevant to the proposed development,*
- (f) *how the development addresses the following matters—*
 - (i) *the suitability of the land for development,*
 - (ii) *existing and proposed uses and use mix,*
 - (iii) *heritage issues and streetscape constraints,*
 - (iv) *the relationship of the development with other development (existing or proposed) on the same site or on neighbouring sites in terms of separation, setbacks, amenity and urban form,*
 - (v) *bulk, massing and modulation of buildings,*
 - (vi) *street frontage heights,*
 - (vii) *environmental impacts such as sustainable design, overshadowing, wind and reflectivity,*
 - (viii) *the achievement of the principles of ecologically sustainable development,*
 - (ix) *pedestrian, cycle, vehicular and service access, circulation and requirements,*
 - (x) *the impact on, and any proposed improvements to, the public domain,*
 - (xi) *the configuration and design of public access areas, recreation areas and communal open space on the site and whether that design incorporates exemplary and innovative treatments,*
- (g) *the findings of a panel of 3 or more persons that has been convened by the consent authority for the purposes of reviewing the design excellence of the development proposal.*

(5) this clause does not apply to development on land within the Bella Vista Station Precinct, Kellyville Station Precinct or Showground Station Precinct.

Comment:

The design excellence of the subject application was considered at Design Advisory Panel meetings held on 21 May 2025 and 29 July 2025. At the end of the last meeting, the Design Advisory Panel concluded the following:

The Panel supports the work that is being done in terms of its thoroughness, however there are still some matters, particularly building placement and massing where the Panel does not agree that the proposal realises the potential on this site for an optimum urban design outcome.

The Panel supports the primacy of the public domain and the landscape, and view this as an important asset to the scheme and the locality. The Panel does not agree that a reconsideration of building placement, form and massing will have such severe negative outcomes that it should not be further investigated.

The Panel is advisory only and subject to the recommendations below being addressed to the satisfaction of the Council assessment officer, this application need not return to the Panel:

- Review the placement of tall buildings along Solent Circuit. Examine options for adjusting building height and location between Spurway Drive and Solent Circuit, to better modulate the overall massing and improve apartment amenity and outlook.*
- Review shadowing impacts to sites on the southern side of Solent Circuit.*

- Review setbacks to street frontages with reference to DCP controls and landscape design.
- Examine opportunities for increasing genuine diversity of housing types across the site.
- Review extent of deep soil planting and maximise tree canopy, both within the site, and to the street frontages.
- Ensure diversity of architectural design by engagement of additional architectural practices for the detailed design of the various buildings, as has occurred in Stage 1.

The Applicant has provided a response to the concerns and recommendations made by the DAP at Attachment X. A summary of this response and Council Assessment staff comments are provided below:

Review the placement of tall buildings along Solent Circuit. Examine options for adjusting building height and location between Spurway Drive and Solent Circuit, to better modulate the overall massing and improve apartment amenity and outlook

As part of a review of the placement of buildings, three alternative built form arrangements have been considered. Refer Alternative 1, 2 and 3 in below figure.



CURRENT SCHEME

The current scheme follows a strategy of creating distinct character zones along the northern and southern street frontages. This results in a row of taller buildings along Solent Circuit and lower-scale buildings along Spurway Drive.



ALTERNATIVE 1 - INCREASED SETBACKS

This option explores increased setbacks along both the northern and southern boundaries. It provides compliant setbacks along Spurway Drive and introduces a break in the tower row on Solent Circuit, creating a visual pause in the streetscape.

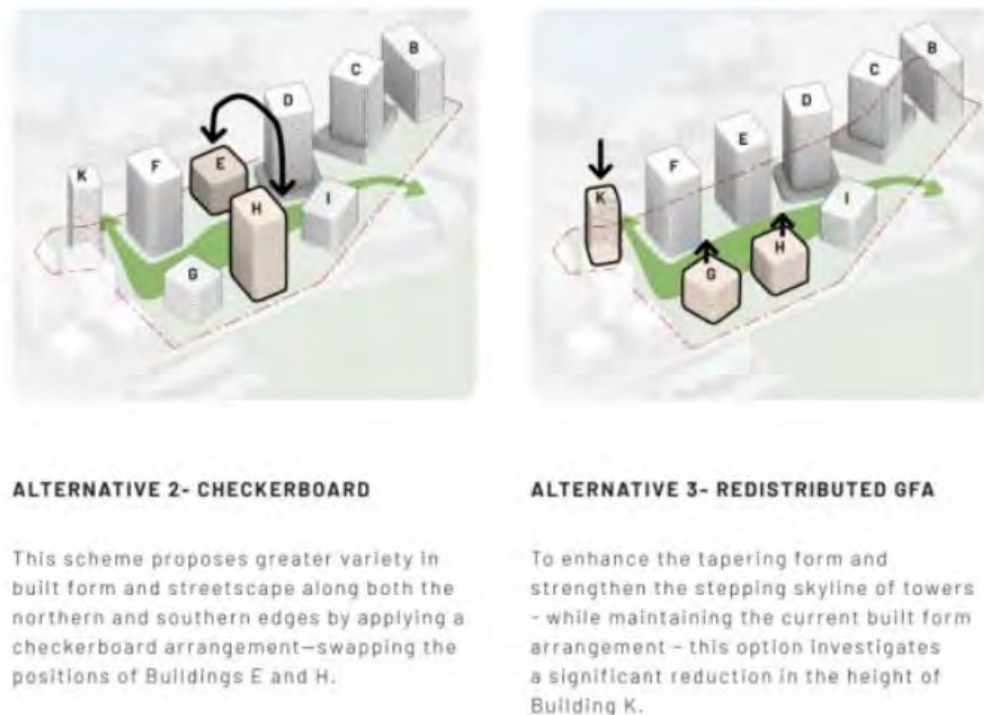


Figure 2: Proposed and alternative built form arrangement massing studies.

The Applicant's response concludes the following:

"The current scheme provides a superior design for the overall massing of buildings on the site...and the best outcome for centralised landscaping and common open space areas than the alternative schemes".

The Applicant also notes the following in the Urban Design Report by Terrior dated July 2025:

"While the current proposal includes a series of towers along Solent Circuit, the street level experience - and thus the actual experience of the development - is more variegated than the bird's eye view. At ground level, the key influences on pedestrian experience are the landscape interface, threshold conditions, and the building separation that allows glimpses of the skyline".

The current scheme places 11 storey terrace buildings to the north fronting Spurway Drive and taller 13 – 26 storey towers to the south, facing Solent Circuit. All buildings will comply with the maximum height permitted under the LEP, with the northern buildings (Buildings G, H and I) being 43.6m below the height limit. The placement of lower buildings to the north and taller towers to the south will provide appropriate amenity and solar access for the central communal open space area and reasonable apartment amenity and outlook.

The towers to the south, facing Solent Circuit range in height from 13 storeys (Building B), 23 storeys (Building C), 26 storeys (Building D), 24 storeys (Building E), 23 storeys (Building F) and 25 storeys (Building J). The modulation of the overall massing and built forms could be improved in the detailed design stage. The Applicant also notes the following:

While the current proposal includes a series of towers along Solent Circuit, the street level experience - and thus the actual experience of the development - is more variegated than the bird's eye view. At ground level, the key influences on pedestrian experience are the landscape interface, threshold conditions, and the building separation that allows

glimpses of the skyline.

Built form development applications will need to demonstrate that design excellence is achieved with regard to articulation of buildings and architectural diversity whilst ensuring apartment amenity and outlook is also provided.

Review shadowing impacts to sites on the southern side of Solent Circuit

The DAP raised concerns regarding overshadowing of future development to the south of the site as Council's strategic plans for the Norwest Precinct indicate future potential additional open space adjacent to Norwest Lake as well as increased development potential elsewhere which will require appropriate solar access. The Applicant has provided overshadowing diagrams for the three alternative schemes and have concluded that the current scheme's impact on the overshadowing of surrounding commercial sites has been ranked as medium and the impact on the internal public domain plan has been ranked low.

It is noted that the properties to the south of the development are commercial developments owned by private landholders. The Norwest Precinct Plan proposes an additional pocket park on the north side of Norwest Lake and provides the following.

It is expected that this could be delivered in tandem with potential future uplift and increased development on the adjoining land (Lakeview Hospital). The delivery of this park will be subject to a decision by the landowners to pursue the opportunity for redevelopment potential earmarked within this Precinct Plan, through a future landowner-initiated planning proposal.

As there are currently no exhibited planning proposals for additional open space areas adjacent to Norwest Lake, a detailed consideration of the solar access impacts to these future potential developments cannot occur and cannot be used as grounds for refusal.

Review setbacks to street frontages with reference to DCP controls and landscape design

It was recommended that all setbacks comply with the minimum setbacks required under the site specific DCP which includes a 14m setback to Spurway Drive and 10m setback to Solent Circuit. A detailed assessment regarding this matter has been undertaken under Section 3.4 of this report. It is considered that the encroachment to the front setback of up to 6m for Building I is unacceptable. To ensure appropriate landscape is provided in front of Building I, condition 6 is recommended that the average setback is to be at least 14m and point encroachments are setback at least 10m from the Spurway Drive property boundary.

Examine opportunities for increasing genuine diversity of housing types across the site

Residential flat buildings are permitted within the R4 zone under the LEP. The planning proposals envisaged 9 residential flat buildings within 40 Solent Circuit and a residential flat building within 2-6 Maitland Place. The concept application proposes 9 residential flat buildings across both properties. The residential land uses proposed are consistent with the residential land uses exhibited with the planning proposal.

Review extent of deep soil planting and maximise tree canopy, both within the site, and to the street frontages

The Applicant has analysed the alternative schemes to assess the deep soil and solar access outcomes to maximise the provision of deep soil planting and tree canopy cover. It is considered that the current scheme provides sufficient deep soil within the site. Increased setbacks are required to provide for sufficient deep soil planting and maximise tree canopy in front of Building I as addressed above.

Ensure diversity of architectural design by engagement of additional architectural practices for the detailed design of the various buildings, as has occurred in Stage 1

The Applicant has indicated that “to continue achieving architectural design excellence, a design competition will occur for each stage, with SJB already engaged to deliver Buildings D and I as part of Stage 2”.

This is reinforced by condition 12 in the draft consent. The design excellence of each building will be assessed in detail under future built form development applications.

With regard to Clause 7.7(4)(a), the Concept Development Application will ensure that the standard of design, building materials, building type and location is consistent with the streetscape character of existing development and desired character of the Residential East Precinct in the Norwest Strategic Centre.

With regard to Clause 7.7(4)(b), the high level of architectural design will be assessed under the built form development applications to ensure that the form, arrangement and external appearance of the development will improve the quality and amenity of the public domain.

With regard to Clause 7.7(4)(c), the proposal will not detrimentally impact any view corridors including the view corridor to Bella Vista Farm Park, which is a Heritage Conservation Area of State Significance.

With regard to Clause 7.7(4)(d), whilst this will be assessed under future built form applications, the shadow diagrams submitted with the subject application indicate that there will be negligible impact on adjoining properties in terms of overshadowing.

With regard to Clause 7.7(4)(e), the proposed development has been assessed against the relevant development control plans to the extent that it is relevant for a concept application.

With regard to Clause 7.7(4)(f), the application addresses the relevant matters in other sections of this report.

With regard to Clause 7.7(4)(g), the findings of Council's Design Advisory Panel have been considered as above.

In this regard, the proposal satisfies the provisions of Clause 7.7 of the LEP.

3.3 Section 4.15 (1)(a)(ii) - Provisions of any Proposed Instruments

The Department of Planning issued Gateway Determination on 3 October 2025 for an owner-initiated planning proposal 7/2025/PLP on the site which seeks to allow for greater flexibility in the distribution and mix of commercial uses (including business premises, recreation facilities (indoor), restaurants or cafes and shops) to better respond to shifting market demand and consumer preferences over time.

The planning proposal seeks to make the following amendments to the Hills Local Environmental Plan (LEP) 2019:

- Replace the individual gross floor area limitations for business premises, recreation facilities (indoor), restaurants or cafes and shops at 40 Solent circuit, Norwest under schedule 1 with an overall gross floor area control of 4,500m²; and

- Retain the total gross floor area limitation of 1,000m² for shops at 40 Solent circuit, Norwest under schedule 1.

This planning proposal is currently on exhibition until 3 November 2025. The subject concept application is consistent with this planning proposal. Condition 6 is recommended in the consent requiring limitations for the gross floor areas for all the above non-residential uses.

3.4 Section 4.15(1)(a)(iii) - Provisions of any Development Control Plan

The proposal has been assessed against the following provisions of DCP 2012;

Part D Section 8 Norwest Town Centre Residential Development,
Part B Section 2 Residential,
Part B Section 5 Residential Flat Buildings,
Part B Section 6 Business
Part C Section 1 Parking
Part C Section 3 Landscaping and
Part C Section 4 Heritage.

It is noted that some controls such as density, unit mix and sizes and parking are superseded by the site specific provisions in the LEP under clause 7.11. It is also noted that in the event of any inconsistency between Part D Section 8 Norwest Town Centre Residential Development and any other section of the DCP, the provisions of the site specific section shall prevail to the extent of the inconsistency.

The proposal achieves compliance with the relevant requirements of the Hills Development Control Plan except for the controls highlighted in the below table. Discussion regarding compliance with car parking and accessible unit controls are also provided below.

DEVELOPMENT CONTROL	THDCP REQUIREMENTS	PROPOSED DEVELOPMENT	COMPLIANCE								
Part D Section 8 Norwest Town Centre Residential Development - 3.2.2 – A. Site Planning	(a) Future development is to be located generally in accordance with figure 3 in appendix 1.	Proposal deviates from the location, number of buildings and building envelopes as depicted in Figure 3 Appendix 1.	No. Refer discussion below.								
Part D Section 8 Norwest Town Centre Residential Development - 3.2.2 – C. Setbacks	A) The setbacks for the east precinct shall be in accordance with the minimum setbacks outlined in table 2 below. <table><caption>Table 2 Setbacks</caption><tr><td>Solent Circuit</td><td>10 metres</td></tr><tr><td>North boundary</td><td>14 metres</td></tr><tr><td>East boundary</td><td>12 metres</td></tr><tr><td>West boundary</td><td>(xii) metres</td></tr></table>	Solent Circuit	10 metres	North boundary	14 metres	East boundary	12 metres	West boundary	(xii) metres	<u>Stage 1 (approved)</u> Solent Circuit Building B: 8.5m Building C: 6.4m (podium) and 6.9m (tower) Spurway Drive Building B 14m (tower) and 7.9m (circular podiums) <u>Stage 2</u> Solent Circuit Building D 6m – 14m Spurway Drive	No, variation required to Solent circuit and north boundary (Spurway Drive). Refer discussion below.
Solent Circuit	10 metres										
North boundary	14 metres										
East boundary	12 metres										
West boundary	(xii) metres										

		Building I 6m – 10m <u>Stage 3</u> Solent Circuit Building E 10m Building F 6m – 14m Eastern property boundary 39m <u>Stage 4</u> Spurway Drive Building H 10m – 15m Building G 11m – 14m <u>Stage 5</u> Solent Circuit 16m Maitland Place 13-25m Northern boundary 12m	
Part B Section 5 – Residential Flat Buildings 3.7 Building Length	Maximum 50m	92m (Building I)	No. Refer discussion below.
Part C Section 1 – Parking – Schedule 1	The required minimum provisions for car parking for resident spaces are: <u>Residential flat buildings and, dwellings in shop top housing and mixed use developments within the Sydney Metro Northwest corridor:</u> 1 space per unit and 1 visitor space per 5 unit For Stage 1 - 181 units, 181 residents and 37 visitors spaces required (236 spaces) For Stage 2 - - 208 units, 208 residents and 42 visitors spaces required (250 spaces) For Stage 3 - 365 units, 365 residents and 73 visitors spaces required (438 spaces)	Stage 1– 460 (however 473 approved under development consent 1541/2021/JP) Stage 2 – 340 Stage 3 – 399	Overall spaces comply with the minimum residential controls however non-residential land uses under Stage 2 have not been quantified in terms of Gross Floor Area. The car parking provision will need to be detailed in future built for development applications.

	For Stage 4 - 110 units, 110 residents and 22 visitors spaces required (132 spaces) For Stage 5 - 71 units, 71 residents and 15 visitors spaces required (86 spaces) Total minimum resident spaces required: 864 spaces Total minimum resident visitor spaces required: 189 spaces Note: Non-residential land uses are also proposed as part of the Concept Application however car parking provisions will be assessed under the built form applications. It is noted that the non-residential land uses will only be supported if it can be demonstrated that sufficient parking is provided for all users of the site.	Stage 4 – 177 Total Stages 1 - 4: 1,376 Stage 5 – 129	
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a. Site Planning

Part D Section 8 Norwest Town Centre Residential Development of the DCP requires the following:

- Future development is to be located generally in accordance with Figure 3 in Appendix 1.

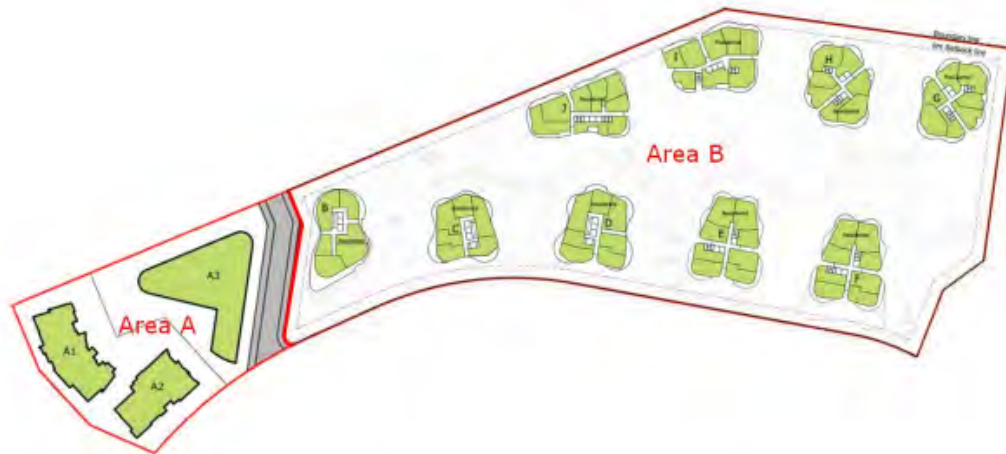


Figure 3 East precinct building layout plan

The proposal provides variations to the locations and building forms as depicted in the Applicant's figure below.

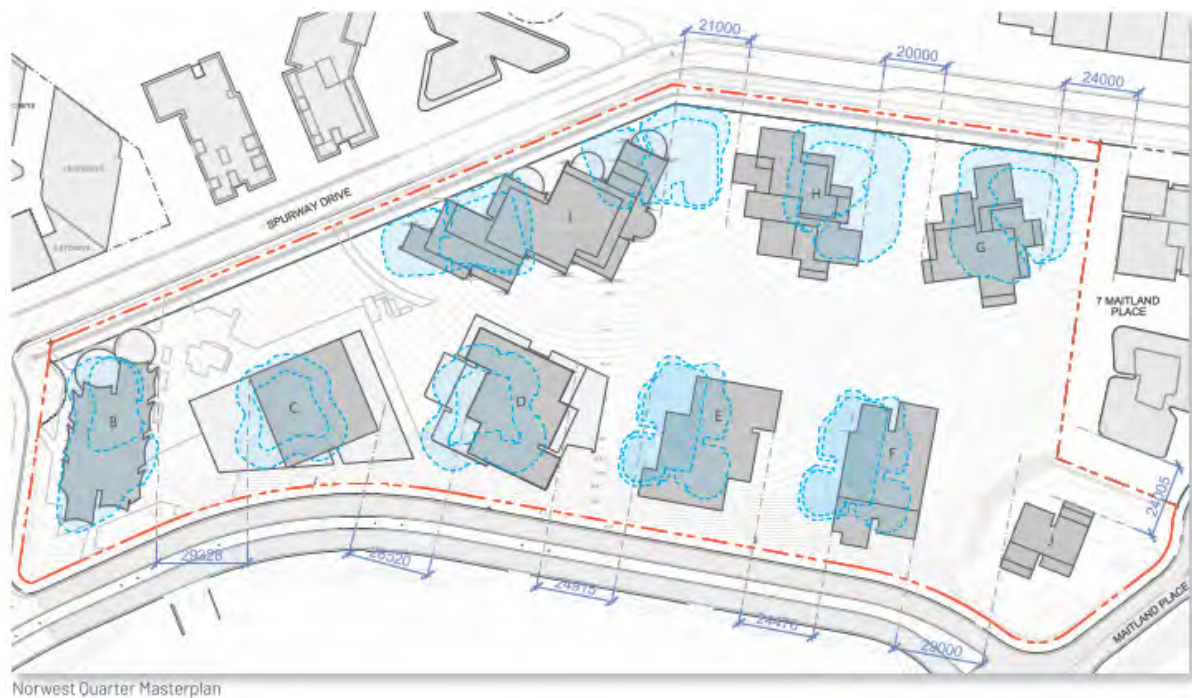


Figure 3a: Applicant's comparison of approved building envelopes with proposed building envelopes.

The Applicant has provided an Urban Design Report prepared by Terror dated 2025 which includes the following justification for the variation:

The original proposal presented a cohesive vision curved forms and expansive glass facades. However, with shifting priorities and changing values, the focus has gradually moved toward more sensitive approach to Connecting with Country, and the qualities that define vibrant and diverse neighbourhoods, as opposed to the earlier resort-style approach...

While the current masterplan may appear denser than the 2016 Planning Proposal, it maintains the same brief and adheres to the same height envelopes, floor area and apartment numbers as the Planning Proposal. What differs is its response to the evolving context.

Recent developments, such as the Sekisui House projects to the northwest, have already introduced greater density into the precinct. In parallel, the eastern boundary's proximity to the Maitland Towers significantly constrains flexibility in building arrangement and scale - further informing the design response of Norwest Quarter. As a result, the revised design differs from the planning proposal but in ways that also increase amenity, light ingress and views, even though the site has become more constrained.

Additionally, the Planning Proposal features a stronger variation in height but is more congested. While the Norwest Quarter masterplan proposes taller buildings along Solent Circuit, to minimise the building footprint, overall built form separation is achieved through the careful positioning of buildings along both the southern and northern boundaries, allowing for visual breaks and openings to the skyline across the site.

Building separations are very similar between the two proposals. A key change is the deletion of one building and the redistribution of that footprint. For example, a small reduction in separations along Spurway Drive is prompted by the lower height of these buildings which, along with the variegated edge reduces scale further and results in a better overall outcome.

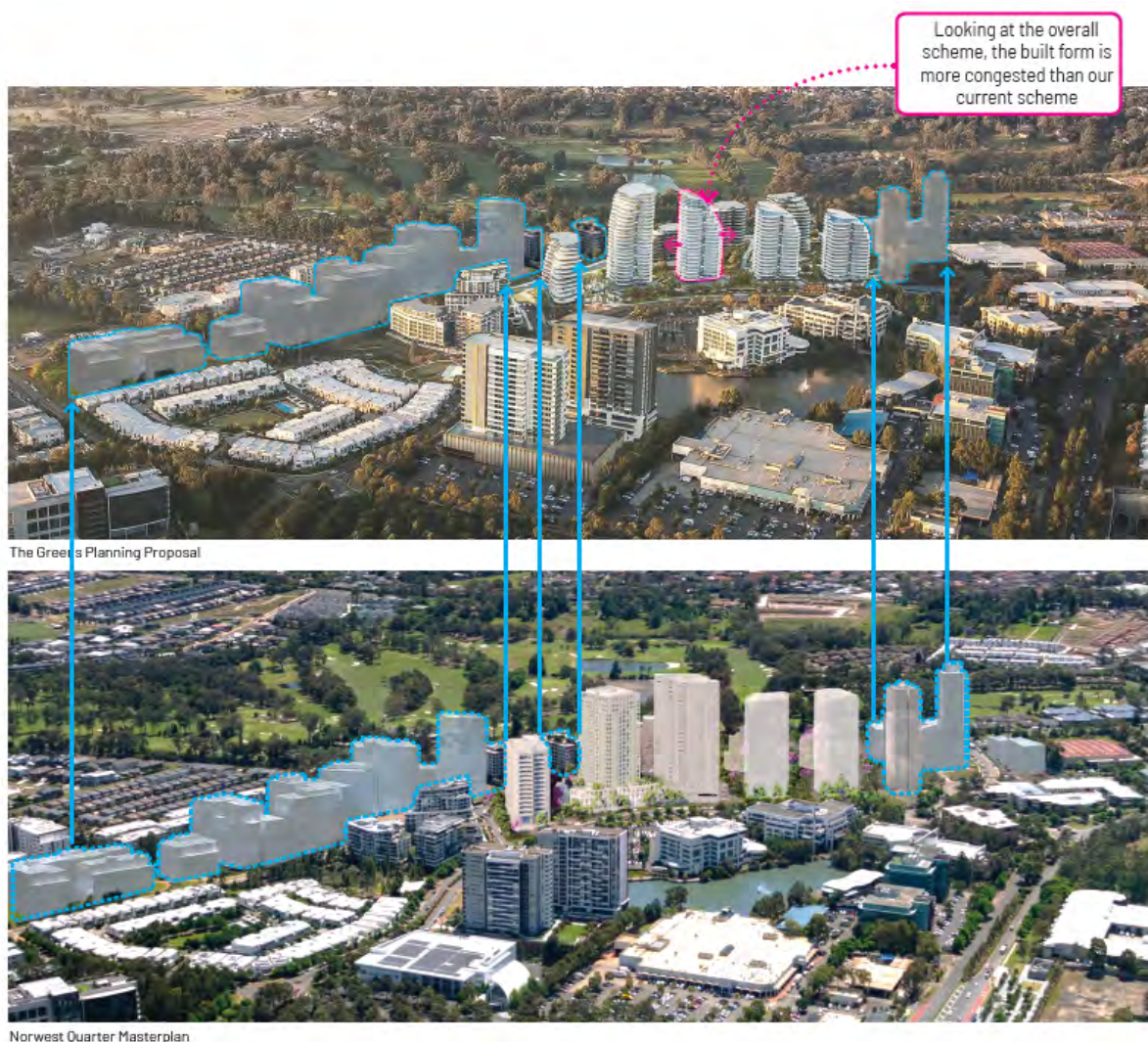


Figure 4: Applicant's comparison of built form compared to the concept images submitted with planning proposal 5/2015/PLP

Comment:

The building envelopes in Figure 3 of Appendix 1 of the site specific DCP were based on conceptual designs submitted with planning proposal 5/2015/PLP. It is noted that whilst the planning proposal was made in 2020, the conceptual plans were lodged in 2016, almost nine years ago. The images submitted with the planning proposal included “sculptural” towers with full height glass facades on each level. Whilst the images indicate a lightweight, slender built form outcome, these are more reflective of commercial towers rather than residential towers. A separate site specific planning proposal was also made for 2-6 and 7 Maitland Place which was originally planned to be amalgamated as one site. However, 7 Maitland Place has since been developed without the inclusion of 2-6 Maitland Place.

A planning proposal sets out strategic justification for amending an environmental planning instrument including block/massing diagrams and building envelopes to justify the increase in provisions such as height or floor space ratio. The detailed design including built form and design excellence is not assessed as part of the planning proposal but under subsequent development applications.

The subject concept application does not seek to vary any of the provisions under the LEP and retains the maximum heights, FSR, additional permitted uses and yields envisaged under the planning proposals. Since the planning proposals were approved, the Applicant has undergone a number of urban design massing studies to assess internal site overshadowing, adjacent site impacts, urban form and views and incorporates 2-6 Maitland Place as part of the development. A summary of this is provided at Attachment X in the Applicant’s response to the Design Advisory Panel report. The concept application demonstrates that built forms could comply with the maximum heights, FSR and built form and amenity design criteria under the ADG including building separation, landscaping, communal open space and relevant controls under the DCP. Future built form development applications will need to demonstrate that these provisions are satisfactorily addressed. In this regard, the variation to the site planning control is supported.

b. Setbacks

Part D Section 8 Norwest Town Centre Residential Development of the DCP requires a minimum 10m front setback for Solent Circuit, 14m setback to North boundary on Spurway Drive, a 12m front setback to the east boundary and 12m setback to the west boundary.

Variations occur to the Solent Circuit setback for Buildings D and F and the North boundary (Spurway Drive) for Buildings I, H and G. This is shown in red in the below figure:

PRECINCT CHARACTER SETBACKS

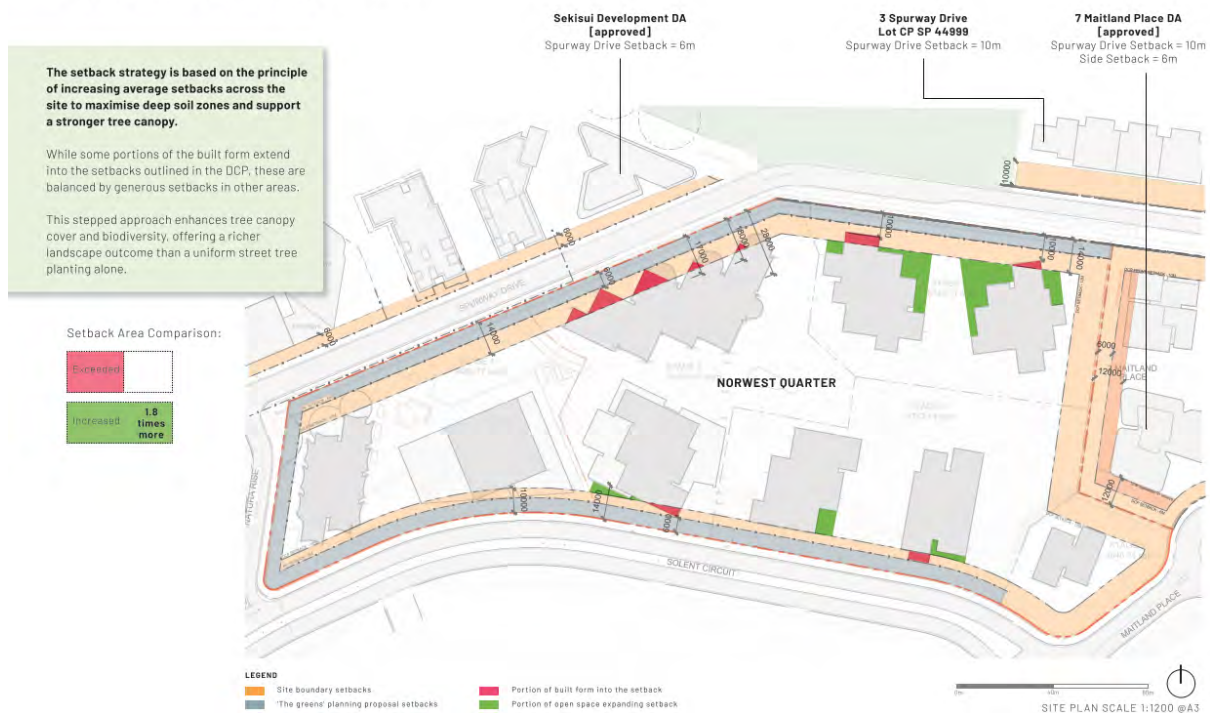


Figure 5: Applicant's setbacks diagram indicating variations in red

The Applicant has provided the following justification for the variation:

The setback strategy is based on the principle of increasing average setbacks across the site to maximise deep soil zones and support a stronger tree canopy. While some portions of the built form extend into the setbacks outlined in the DCP, these are balanced by generous setbacks in other areas. This stepped approach enhances tree canopy cover and biodiversity, offering a richer landscape outcome than a uniform street tree planting alone.

The proposed scheme seeks to enhance architectural diversity while supporting greater biodiversity across the site. This is achieved through a series of "pockets" where the building steps back from the site boundary, creating space for vegetation and ecological integration.



Figure 6: Applicant's setbacks diagram indicating potential for landscaping

Solent Circuit plays a crucial role in the arrival experience to Norwest Quarter, particularly in relation to movement towards the Norwest Town Centre and Metro Station. The built form along Solent Circuit has been shaped to minimise building footprints, with a primary focus on achieving compliant building separation, enhancing the landscape and public domain, and contributing to a varied skyline. While height variation is subtle, the emphasis lies in the articulation of form and its positioning to define the street edge and support the proposed character of Solent Circuit.

Solent Circuit frames the approach to Norwest Quarter, guiding movement to the Town Centre and Metro. Built form is carefully placed to enhance landscape, maintain separation, and define a cohesive street edge

Solent Circuit creates a green threshold to Norwest Quarter, where generous landscaping, tree canopy, and native planting guide movement towards the Town Centre and Metro. This landscaped corridor offers a calm, welcoming arrival experience, connecting people to place through shade, texture, and seasonal change.

Spurway Drive Character: The lower buildings along Spurway Drive are strategically positioned to face the golf field. We propose a stepped urban form with outdoor terraces that overlook either the golf course or the lush landscape and community amenities on-site.

The relevant objectives of the control are:

- *To provide setbacks that complements the landscape setting of the Norwest Business Park.*
- *To provide privacy for future residents within a parkland setting.*
- *To minimise overshadowing of communal open space areas.*

Comment:

The variations to the Solent Circuit and Spurway Drive setbacks for Buildings D and F, H and I are discussed below.

Solent Circuit

The DCP requires a 10m setback to Solent Circuit. The variations are highlighted in red below.



Figure 7: Applicant's setbacks diagram for Solent Circuit

Building D

Building D provides a varied front setback of 6m to 14m with the variation occurring at the corner of the front façade. This is mirrored by the building layout of Building C approved under

development consent 1541/2021/JP which was supported with a variation to the setbacks control. It is considered that the average setback for the building would be approximately 10m and sufficient landscaping could be provided along this frontage compared to that of a fully complaint scheme. The variation would still complement the landscape setting of the Norwest Business Park. In this regard, the variation to the control is supported subject to future built form applications demonstrating that sufficient landscaping is provided within the Solent Circuit setback.

Building F

Building F provides a varied front setback of 6m to approximately 12m with the variation occurring at the western section of the front façade. It is considered that the average setback for the building would be approximately 10m and sufficient landscaping could be provided along this frontage compared to that of a fully complaint scheme. The variation would still complement the landscape setting of the Norwest Business Park. In this regard, the variation to the control is supported subject to future built form applications demonstrating that sufficient landscaping is provided within the Solent Circuit setback.

Spurway Drive

The DCP requires a 14m setback to Spurway Drive. The variations are highlighted in red below.

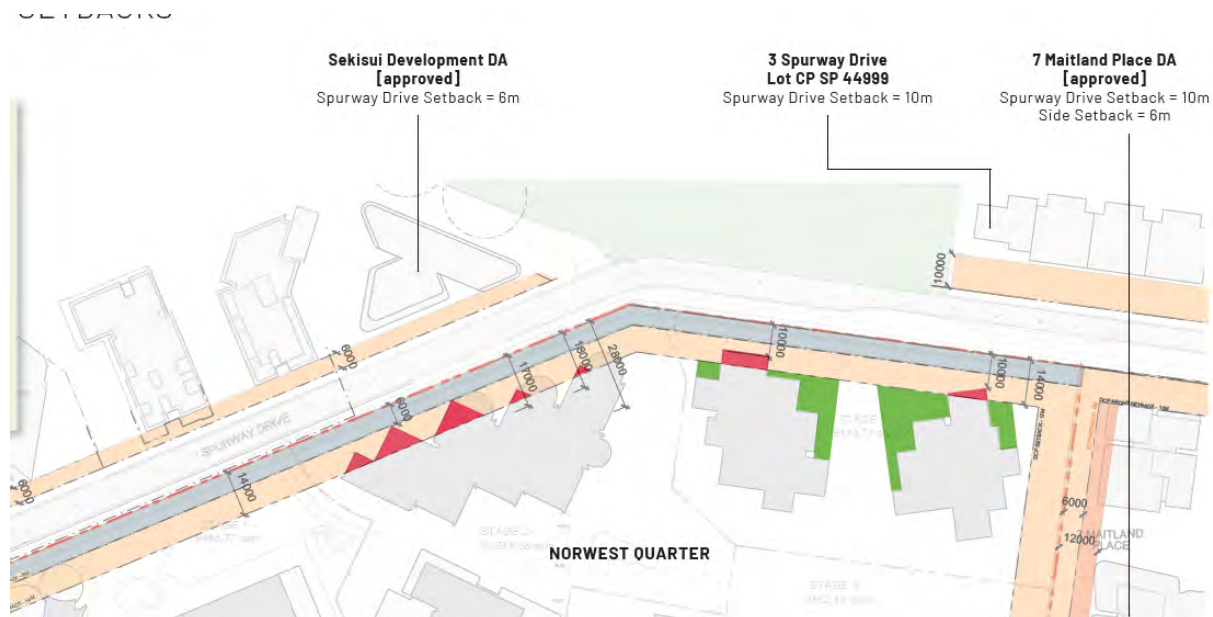


Figure 8: Applicant's setbacks diagram for Spurway Drive

Building G

Building G provides a varied front setback of 10m to approximately 30m with the variation occurring at the corner of the front façade. It is considered that the average setback for the building would be in excess of 14m and sufficient landscaping could be provided along this frontage compared to that of a fully complaint scheme. The variation would still complement the landscape setting of the Norwest Business Park. In this regard, the variation to the control is supported subject to future built form applications demonstrating that sufficient landscaping is provided within the Spurway Drive setback.

Building H

Building H provides a varied front setback of 10m to approximately 25m with the variation occurring at the central western section of the front façade. It is considered that the average setback for the building would be excess of 14m and sufficient landscaping could be provided along this frontage compared to that of a fully complaint scheme. The variation would still complement the landscape setting of the Precinct. In this regard, the variation to the control is supported subject to future built form applications demonstrating that sufficient landscaping is provided within the Spurway Drive setback.

Building I

Building I provides a varied front setback of 6m to approximately 16m with the variation occurring to all elements within the front façade which is approximately 92m in length. The averaging of the setbacks would be less than 14m.

SPURWAY DRIVE: Norwest Quarter and Sekisui House

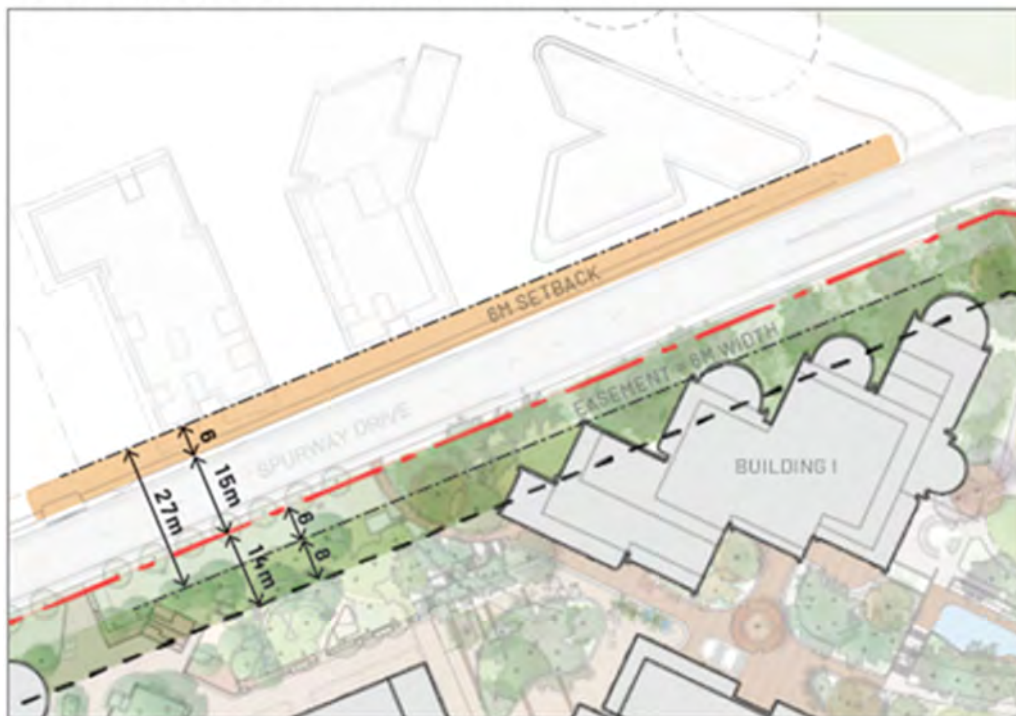


Figure 9: Applicant's setbacks diagram for Spurway Drive

A 6m wide Endeavour Energy easement is located along the Spurway Drive front setback. It is noted that plants with significant root systems that grow greater than 400 mm below ground level and retaining walls running longitudinally above underground assets are not permitted within the easement. The concept application also includes a child care centre within the building and an outdoor play area fronting Spurway Drive. This outdoor play area would require the provision of acoustic fencing and a crash barrier which would reduce the opportunities for landscaping within the street frontage. This is not depicted in the below massing figure

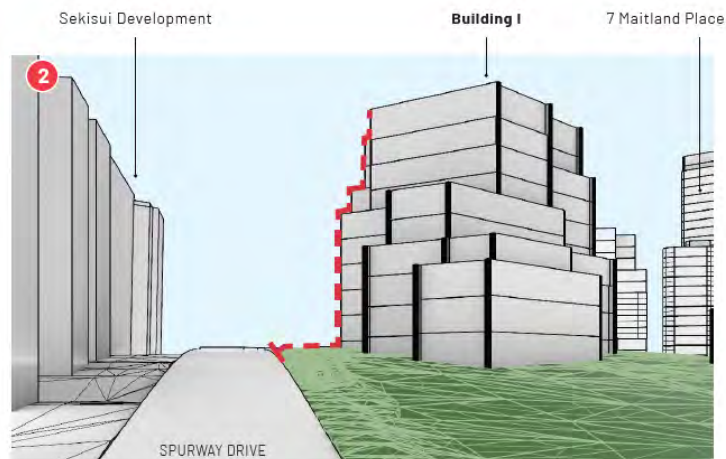


Figure 10: Applicant's perspective from Spurway Drive indicating building envelope of Building I

Building Setbacks of a building inform the urban design, character, streetscape amenity and user experience of a development. The provision of landscaping enhances the amenity and experience of the built form.

Whilst this is only a concept application and no built form is proposed; it has not been demonstrated that the variations to the setbacks would provide a suitable landscape outcome and streetscape amenity that would complement the landscape setting of the Norwest Business Park. To ensure sufficient landscaping can be provided and appropriate streetscape amenity is maintained, condition 8 is recommended requiring all point encroachments within Building I be setback at least 10m from the Spurway Drive property boundary.

c. Residential Flat Building Height Building Envelopes

Part D Section 8 Norwest Town Centre Residential Development of the DCP requires the maximum number of storeys shall be in accordance with Figure 4 in Appendix 1 (refer below figure).



Figure 4 East precinct building height plan

The proposal results in a variation to the above height plan as follows:

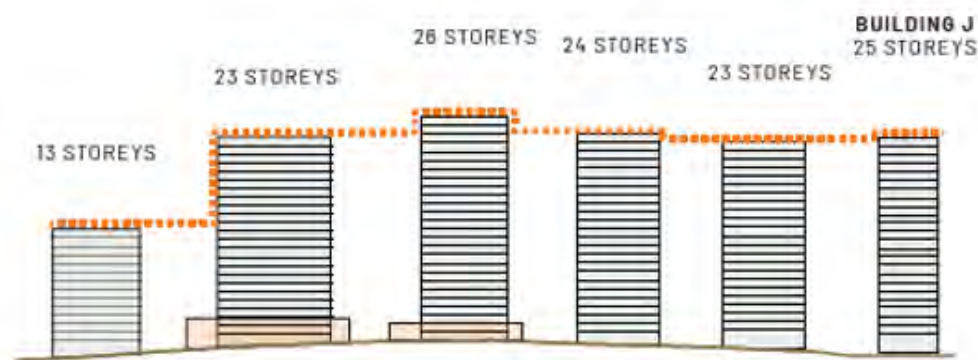


Figure 11: Height indicating maximum number of storeys on Solent Circuit

The relevant objectives of the control are:

- *To ensure that residential flat buildings reflect the height and scale of the Norwest Business Park and respond to the site's topography.*
- *To minimise overshadowing of adjoining properties and communal open space areas.*

Comment:

Despite the variation to the height plan diagram, all buildings will comply with the maximum height and FSR permitted under the LEP. The towers to the south, facing Solent Circuit range in height from 13 storeys (Building B), 23 storeys (Building C), 26 storeys (Building D), 24 storeys (Building E), 23 storeys (Building F) and 25 storeys (Building J). Refer Built Form Scheme indicating building heights at Attachment M. The modulation of the overall massing and built forms will be developed in the detailed design stage. The Applicant also notes the following:

While the current proposal includes a series of towers along Solent Circuit, the street level experience - and thus the actual experience of the development - is more variegated than the bird's eye view. At ground level, the key influences on pedestrian experience are the landscape interface, threshold conditions, and the building separation that allows glimpses of the skyline.

Built form development applications will need to demonstrate that design excellence is achieved with regard to articulation of buildings and architectural diversity whilst ensuring apartment amenity and outlook is also provided. In this regard, the variation for the concept application can be supported.

d. Public and Private Open Space

Part D Section 8 Norwest Town Centre Residential Development of the DCP requires the development to provide for the recreational needs of residents and that common open space areas are to be provided in the locations as shown in Figure 5, Appendix 1 (below).

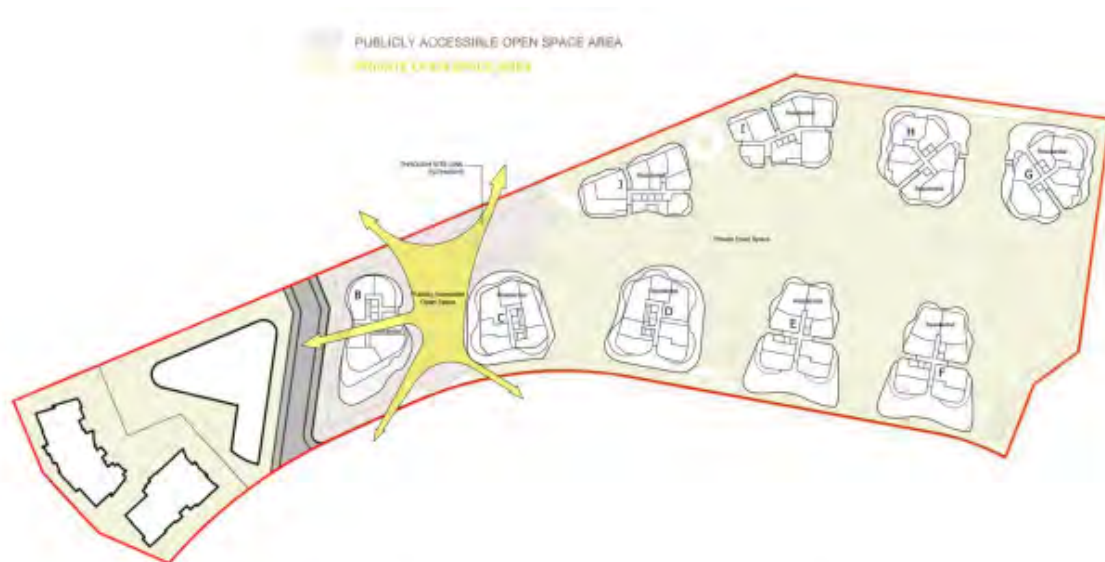


Figure 5 East precinct common open space plan

The concept application provides the below figure to allocate publicly accessible communal open space and private common open space. This varies from Figure 5 above.

CURRENT MASTERPLAN - COMMON OPEN SPACE (based on PP)

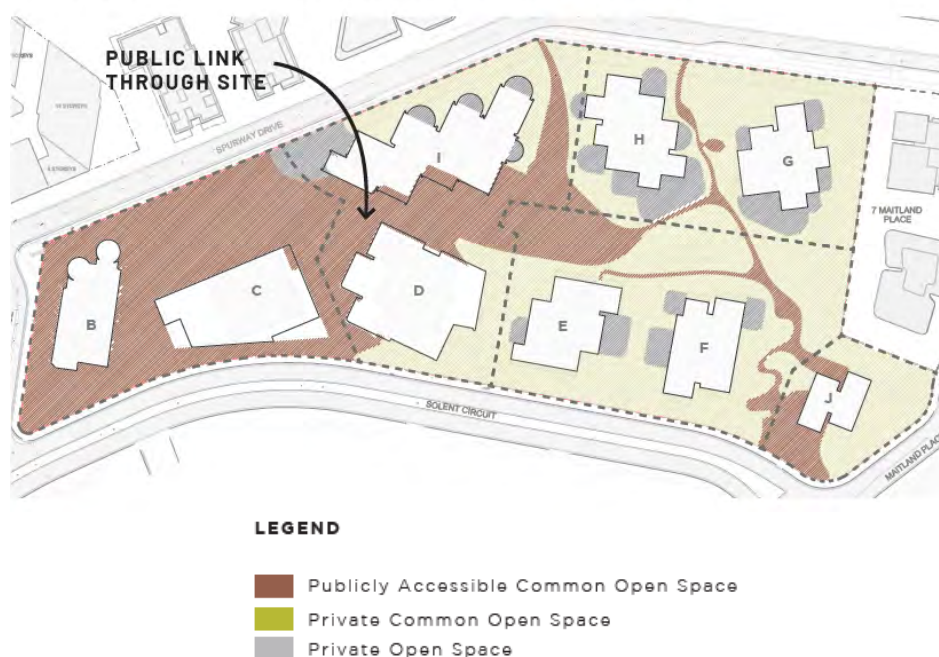


Figure 12: Applicant's diagram indicating proposed common open space areas

The proposal indicates that that non-residential land uses would be provided in Stages 1 and 2 which would be available to the public and ancillary non-residential uses will be provided for the exclusive use of residents in Stages 3-5. Refer Attachment K for non-residential uses proposed.

The relevant objectives of the control are:

- *To provide open space for recreation and for use by the future occupants of the new buildings.*

- *To enhance the quality of the built environment by providing opportunities for landscaping in a parkland setting.*
- *To provide private open space that forms an extension of the residential flat building for the enjoyment of residents.*
- *To provide functional common open space areas for informal recreational use by future residents.*

Comment:

It is unclear how the “blurring” of public/private communal open space areas will be designed to ensure residents are provided with sufficient private communal open space areas. Future built form development applications will need to demonstrate that appropriate private communal open space are provided for each of the residential flat buildings. It is also noted that there is a significant level change of approximately 4.5m – 5m from Stages 1 to 2 and Stages 4 to 5. This will also need to be addressed in future built form applications.

Condition 13 is recommended in the draft consent requiring sufficient privacy mitigation measures be implemented in future built form to ensure future residents of the site are provided with private and secure communal open space areas.

Subject to the above, the proposal would meet the objectives of the control.

e. Building Length

Part B Section 5 Residential Flat Buildings of the DCP requires a maximum building length of 50m. Proposed Building I results in a building length of approximately 92m which is variation to the control by 42m.

The relevant objectives of the control are:

- *To reduce the visual bulk and scale of residential flat building developments.*
- *To ensure that developments will enhance and contribute to the streetscape and desired character of the future and existing neighbourhood.*

Comment:

The Applicant has indicated that all buildings fronting Spurway Drive (including Building I) will be designed in a “stepped urban form” with outdoor terraces facing the golf course. However, details of this have not been provided with the subject application. As discussed under the setbacks heading above, the concept application also includes a child care centre within the building and an outdoor play area fronting Spurway Drive. This outdoor play area would require the provision of acoustic fencing and a crash barrier which would reduce the opportunities for landscaping within the street frontage. It has not been demonstrated that the visual bulk and scale of the building will be reduced or ensure the development will enhance or contribute to the streetscape or character of the Norwest Precinct. In this regard, the variation cannot be supported.

Conditions 1 and 9 are recommended in the development consent noting that the building length of Building I is not approved under the subject application and that Building I is to be designed to exhibit design excellence and enhance and contribute to the streetscape and character of the Norwest Precinct. This will be assessed under a future built form development application.

f. Car Parking

The DCP requires minimum provisions for car parking. In particular, table 1 of Part C Section 1 requires a minimum of 1 space/dwelling for residents and 1 space/5 dwellings be provided for visitors. This is consistent with Clause 7.11 of the LEP which must be complied with to utilise the incentive FSR. Part C Section 1 also provides car parking rates for non-residential uses such as retail premises, food and drink premises, business premises, child care centres and recreational facilities (indoor).

The proposal provides for 1376 parking spaces in Stages 1-4 and 129 parking spaces in Stage 5. This results in a minimum of 1,037 residents and visitor car parking spaces for Stages 1 - 4 and 87 car parking spaces in Stage 5. The application includes non-residential land uses in Stages 1 and 2 with 460 car parking spaces proposed in Stage 1 and 340 spaces in Stage 2.

The relevant objectives of the control are:

- *To provide sufficient parking that is convenient for the use of residents, employees and visitors of the development.*

Comment:

The Stage 1 development consent 1541/2021/JP was approved with 473 spaces (283 for residential, 36 residential visitors, 5 share and 149 spaces for non-residential/commercial development). For 340 dwellings proposed under Stage 2, at least 208 residents and 42 visitor spaces will be required in accordance with the minimum provisions under Clause 7.11 and the DCP. This would result in a maximum of 90 spaces available for all non-residential land uses proposed within this stage. A planning proposal 7/2025/PLP for changes to the distribution and mix of additional permitted commercial uses under the LEP is currently on exhibition until 3 November 2025. As such, the gross floor area for non residential land uses have not been quantified under Stage 2 of the development. It is acknowledged that as this is only a concept DA, sufficient parking could be accommodated within future detailed built form applications, subject to the submission of traffic reports. In this regard, condition 7 is recommended in the draft consent requiring that future built form applications proposing non residential land uses must demonstrate that sufficient parking is provided separate from the minimum residential and residents visitor spaces as follows:

Residential Car Parking (minimum):

Stage 1: As approved under development consent 1541/2021/JP

Stage 2: 208 residents and 42 visitors spaces required (250 spaces)

Stage 3: 365 residents and 73 visitors spaces required (438 spaces)

Stage 4: 110 residents and 22 visitors spaces required (132 spaces)

Stage 5: 71 residents and 15 visitors spaces required (86 spaces)

Non-residential:

Stage 1: As approved under development consent 1541/2021/JP.

Stage 2: As required under the controls of Part C Section 1 Parking of the DCP or a traffic parking report justifying any variations to the control.

Any future built form and land use development application will need to demonstrate that the above condition is satisfied and that adequate car parking is provided for each land use.

g. Accessible Housing

Part B Section 5 Residential Flat Building of the DCP requires 10% of all dwelling units to be adaptable or accessible dwellings. Stage 1 of the proposal was approved with 5% accessible units.

The relevant objectives of the control are:

- *To ensure that developments provide appropriate and improved access and facilities for all persons (consistent with the provisions of Australian Standard AS1428.1).*
- *To encourage designers/developers to consider the needs of people who are mobility impaired and to provide greater than minimum requirements for access and road safety.*
- *To ensure that building design does not prevent access by people with disabilities.*
- *Incorporate design measures that are appropriate to people with disabilities.*

Comment:

DCP amendments to Access and Adaptability controls came into force on 21 May 2019 following Council resolution on 30 April 2019 to adopt the draft amendments as a response to requirements of The Hills Disability Inclusion Action Plan. The amendments include an increase in the percentage of adaptable/accessible housing from 5% to 10% under Part B Section 5 Residential Flat Buildings. Notwithstanding, Part D Section 8 Norwest town Centre Residential of the DCP was not updated to reflect the requirements of The Hills Disability Inclusion Action Plan.

To ensure that the development is consistent with The Hills Disability Inclusion Action Plan, Stages 2-5 are required to provide at least 10% accessible housing. Refer condition 24 in the draft consent.

The following contributions plans are relevant pursuant to Section 7.18 of the EP&A Act and have been considered in the recommended conditions (notwithstanding contributions plans are not DCPs they are required to be considered:

- *Contributions Plan 8 – Kellyville / Rouse Hill Precincts*

This contributions plan has been considered and will be relevant to any future built form development application at Stage 5 of the development (Building J) at 2-6 Maitland Place. This is recommended as condition 22 in the draft consent.

3.5 Section 4.15(1)(a)(iiia) – Planning Agreements Under Section 7.4 Of The EP&A Act

The following planning agreements have been entered into under Section 7.4 of the EP&A Act:

- **Local Planning Agreement**

On 18 March 2020, Council entered into a Voluntary Planning Agreement (VPA) with the Developer (Mulpha Norwest Pty Ltd) for the following works and obligations at 40 Solent Circuit Norwest:

Assessment Report: PPSCC-651 DA 1231/2025/JPJ

31 October 2025

- Construction of 'the hub', a publically accessible space – public access easement which is at least 2,000m².
- Upgrades to lighting and security measures around Norwest Lake
- The completion of a signalised intersection at Solent Circuit East and Norwest Boulevard
- \$5 million towards traffic facilities within the locality
- \$5.392 million towards land acquisition and works for new active open spaces
- \$2.5 million towards land acquisition works for new passive open space
- \$2.5 million towards a new local community centre and
- \$750,000 towards footpath and cycleway improvements

This VPA is executed and registered on Title.

Council at its meeting on 8 March 2022 considered a report to vary the formal timing of the delivery of works in the VPA. This variation was adopted by Council. This variation will not have any impact on the scope of works or timing for practical completion of the infrastructure by the Developer.

A pedestrian link is provided under Stage 1 as required by the VPA. The subject application is consistent with this planning agreement

- **State Planning Agreement**

The Developer has offered to provide a contribution of \$10,000 per dwelling for the purposes of the provision of regional and state public infrastructure. Of this total \$8.64million contribution for the proposed development, \$6.5million is to be provided by the developer under a planning agreement with Council (local VPA). Accordingly, the planning agreement proposed to be entered into with the Minister provides that the developer will make a monetary contribution of \$2.14million (subject to indexation in accordance with the planning agreement development contribution) for the purposes of the provision of designated state public infrastructure within the meaning of Clause 6.2 of the Hills Local Environmental Plan 2019 (LEP).

The development contribution will be payable prior to the issue of the Occupation Certificate for the 197th dwelling on the subject land in accordance with Schedule 4 to the planning agreement.

The developer is required to provide a \$535,000 bank guarantee in accordance with Schedule 5 to the planning agreement.

The application is consistent with this planning agreement.

3.6 Section 4.15(1)(a)(iv) - Provisions of Regulations

Clause 92(1) of the Regulation contains matters that must be taken into consideration by a consent authority in determining a development application. There are no relevant matters in regard to the subject application.

3.7 Section 4.15(1)(b) - Likely Impacts of Development

The likely impacts of that development, including environmental impacts on both the natural and built environments, and social and economic impacts in the locality must be considered. In this regard, potential impacts related to the proposal have been considered in response to SEPPS, LEP and DCP controls outlined above.

Accordingly, it is considered that the proposal will not result in any significant adverse impacts in the locality as outlined above.

The consideration of impacts on the natural and built environments includes the following:

3.8 Section 4.15(1)(c) - Suitability of the Site

The site is located within the Residential Precinct in the Norwest Central Sub Precinct of the Norwest Strategic centre. The Concept Development Application will enable built form outcomes which are consistent with the density, yields and residential land uses envisaged under the site specific planning proposals for 40 Solent Circuit and 2-6 and 7 Maitland Place. The proposed mixed use residential development is suitable for the site and is consistent with the zone objectives.

The proposal will provide for a mixed-use residential development that will provide for high density residential development and non-residential uses to service future residents and the local community. The design intent of the buildings responds to the site characteristics and will provide for sufficient amenity to residential properties as envisaged. In this regard, the development is considered suitable for the site.

3.9 Section 4.15(1)(d) - Public Submissions

One submission was received following the notification period. The concerns raised in the submission are considered in Section 5 of this report.

3.10 Section 4.15(1)(e) - Public Interest

The development will provide 935 dwellings and services for residents and the community within the Norwest Precinct. The site is located within a Strategic centre and an area which is serviced by the Sydney Metro. On balance, the proposal is consistent with the public interest.

4. Precinct Plan for Norwest Strategic Centre

The Precinct Plan for the Norwest Strategic Centre was adopted by Council on 9 July 2024. The Precinct Plan includes sections addressing connectivity, land use, density and built form considerations.

The development is located within the Norwest Residential Precinct within the Norwest Central sub-precinct. This precinct is envisaged to become an attractive and well-connected neighbourhood with diverse housing and employment opportunities. The development will contribute to the desired future character of the precinct which is to be a vibrant, safe and desirable place to live and work, valued for convenient access to the station, shops, cafes, Norwest Metro and supported by sufficient road connections, pathways and quality landscaped surrounds. The development is consistent with the aims and objectives of the precinct plan.

5. REFERRALS AND SUBMISSIONS

5.1 Agency Referrals and Concurrence

The development application is only for a concept development application and was notified to Endeavour Energy, Transport for NSW, NSW Police and Sydney Water. No objections were raised from Transport for NSW and NSW Police. Further discussion regarding Endeavour Energy and Sydney Water comments are provided below.

Endeavour Energy

A 6m wide Endeavour Energy easement for underground cabling is located along the Spurway Drive property boundary. The subject concept application includes vehicular access proposed within the easement for Building H and some elements of Building I are proposed to the edge of the easement. Referral comments are provided from Endeavour Energy at Attachment AA. The following advice was also provided in response to any structures within the easement:

"For further specific / detailed advice on the easement management matters the applicant must make direct contact with Endeavour Energy's Easements Officers via the contact details provided in Endeavour Energy's submission...As discussed, in theory building and structures can be immediately adjacent the easement. However there then may be 'buildability' issues with associated works and activities needing to occur in / encroach the easement. Although there is usually an engineering solution, the costs etc. can be prohibitive to the applicant.

Please find attached a copy of Endeavour Energy's Standard Conditions for Development Applications and Planning Proposals, Version 10A, August 2025 which provides some additional and updated information. Also attached are copies of the most relevant documents for the 'EE Advice Library' uploaded to the NSW Planning Portal as part of Endeavour Energy's submission. In particular, Endeavour Energy's Mains Design Instruction MDI 0044 'Easements and Property Tenure Rights' deals with activities / encroachments within easements and contains specific sections related to matters you raised such as the driveways, landscaping etc".

In Endeavour Energy's Mains Design Instruction MDI 0044 'Easements and Property Tenure Rights', there are certain activities / encroachments within easements which are prohibited such as concrete driveways located above and/or that restrict access to existing cable joints/pits, retaining walls running longitudinally above underground assets; plants with significant root systems that grow greater than 400mm below ground level, installation of sound walls or safety barriers.

To ensure the integrity of the underground electrical cables are not placed at risk and appropriate landscaping and retaining walls can be provided in front of the buildings, it is recommended that a building setback of 10m is required for all elements of Building I. Any future built form development application will need to provide Endeavour Energy's easements officer with sufficient detail to assess all the proposed encroachments and/or activities within the easement. Refer condition 10 in the draft consent.

Sydney Water

Sydney Water requested the submission of a Feasibility Application including Growth Data Form as outlined in letter from Sydney Water dated 14 March 2025. Refer Attachment AC. As the application is only for a concept DA which is consistent with the dwelling yields under the planning proposals for the subject site, this will be required to be submitted with the next built form Development Application. Refer condition 25 in the draft development consent.

5.2 Council Referrals (Internal)

The Development Application has been referred to various council officers for technical review as outlined below:

OFFICER	COMMENTS	RESOLVED
Traffic	Council's Senior Traffic Engineer has reviewed the submitted plans and information. No objections were raised and conditions are recommended requiring a Traffic Impact Assessment and Parking Study be provided for all future built form applications.	Y
Engineering	Council's Senior Subdivision Engineer has reviewed the submitted plans and information. No objections were raised as no built form is proposed as part of the subject concept application. Conditions were provided.	Y
Heritage	Council's Forward Planning Team have reviewed the application as the site adjoins Castle Hill Country Club and 47 Spurway Drive identified as an item of local environmental heritage (I25). The subject site is also located within a broader view corridor relating to Bella Vista Farm Park, which is a Heritage Conservation Area of State Significance. No objections were raised and a Heritage impact assessment and detailed assessment will be required for future built form DAs.	Y
Waste	Council's Resource Recovery project officer has reviewed the submitted plans and information. No objection were raised, subject to conditions for future built form DAs.	Y
Tree Management/ Landscape	Council's Senior Landscape officer has reviewed the submitted plans and information. No conditions were provided.	Y

5.3 Community Consultation

The proposal was notified in accordance with the DCP/Council's Community Participation Plan from 19 February 2025 Until 13 March 2025. One submission was received following the notification period. The issues raised in the submission are addressed in the below table:

Community Submissions

Issue	Comments
<u>Character of the Norwest Business Park</u> The proposed development is totally	The proposed development is consistent with the residential yields, FSR, heights and residential land uses supported as part of the site specific planning proposals for the site at 40 Solent Circuit and 2-6 and 7

out of character for the area. Approval will destroy the character of Norwest Business Park and Bella Vista Precinct.	Maitland Place. The development will not vary any development standards under the LEP and is consistent with the Norwest Precinct Plan.
<u>Traffic and infrastructure</u> The arterial roads are all ready at full capacity. Emergency services vehicles don't move in peak hour along Norwest Boulevard they come to halt. There's not enough infrastructure to meet this huge development. The metro doesn't address these problems.	The Applicant has entered into a local Voluntary Planning Agreement with Council and a State Voluntary Planning Agreement with the Minister which will provide funding for the delivery of local and regional infrastructure to accommodate the additional demand generated from the proposed development. This will include upgrades to local traffic facilities and the completion of a signalised intersection at Solent Circuit East and Norwest Boulevard. Refer Section 3.5 of this report. Council's Traffic section has reviewed the application and raises no objection to the proposal. Future built form applications will need to provide traffic impact assessment and parking studies to ensure the proposal is consistent with
<u>Overdevelopment of the site</u> There is not enough amenities and infrastructure to service this overdeveloped project.	The Applicant has entered into a local Voluntary Planning Agreement with Council and a State Voluntary Planning Agreement with the Minister which will provide funding for the delivery of local and regional infrastructure to accommodate the additional demand generated from the proposed development. Refer Section 3.5 of this report. The subject application is for a mixed use residential development which proposes non-residential land uses on the lower floors such as business, shops, gymnasiums, childcare centre, health services facilities, community facilities which will provide amenity for future residents and the community.
<u>Amenity</u> Overshadowing impacts	Overshadowing impacts will be assessed in detail in future built form development applications however the subject concept application has demonstrated that compared to alternative options, the current scheme would provide a reduction in solar access impacts to future residential apartments on the site and within the internal and external public domains.
<u>Amenity</u> Privacy Impacts	Privacy impacts will be assessed in detail in future built form development applications however the subject concept application has demonstrated full compliance with the building separation design criteria under the Apartment Design Guide.

6. CONCLUSION

This Development Application has been considered in accordance with the requirements of the EP&A act and the regulations as outlined in this report. Following a thorough assessment of the relevant planning controls, issues raised in submissions and the key issues identified in this report, it is considered that the application can be supported.

The Development Application has been assessed against the relevant heads of consideration under Section 4.15 and 4.22 of the Environmental Planning And Assessment Act, 1979, State Environmental Planning Policy (Planning Systems) 2021, State Environmental Planning Policy (Biodiversity And Conservation) 2021, State Environmental Planning Policy (Housing) 2021, State Environmental Planning Policy (Resilience And Hazards) 2021, State Environmental Planning Policy (Transport And Infrastructure) 2021, State Environmental Planning Policy (Sustainable Buildings) 2022, The Hills Local Environmental Plan 2019, and the Hills Development Control Plan 2012 and is considered satisfactory.

Approval is recommended subject to draft conditions at **Attachment A**.

7. RECOMMENDATION

That the Development Application 1231/2025/JP for a Concept Development Application for a mixed-use residential development comprising of residential flat buildings to be constructed in five stages at 40 Solent circuit and 2-6 Maitland Place Norwest be APPROVED pursuant to Section 4.16(1)(a) of the *Environmental Planning and Assessment Act 1979* subject to the draft conditions of consent attached to this report at Attachment A.

The following attachments are provided:

- Attachment A: Draft Conditions of Consent
- Attachment B: Locality Plan
- Attachment C: Aerial Photograph
- Attachment D: LEP Zoning Map
- Attachment E: LEP Height Of Buildings Map
- Attachment F: LEP Floor Space Ratio (Incentive) Map
- Attachment G: LEP Additional Permitted Uses Map
- Attachment H: LEP Heritage Map
- Attachment I: Site Plan/Landscape Masterplan
- Attachment H: Staging Plan
- Attachment I: Site Plan/Landscape Masterplan
- Attachment J: Staging Plan
- Attachment K: Development Data - Staging, Yield Schedule, Proposed GFA and Uses
- Attachment L: Maximum Height in Storeys
- Attachment M: Maximum Height Axonometric View
- Attachment N: Maximum Height Elevations
- Attachment O: Proposed Indicative Floor Levels
- Attachment P: Proposed Building Separation
- Attachment Q: Proposed Building Setbacks
- Attachment R: Landscaping Including Deep Soil, Vegetation and Tree Canopy
- Attachment S: Solar Access to Common Open Space Diagram
- Attachment T: Solar Access to Units Diagram

- Attachment U: Cross Ventilation Diagrams
- Attachment V: Shadow Diagrams
- Attachment W: Design Advisory Panel (DAP) Meeting Report
- Attachment X: Applicant's Response to the DAP Report
- Attachment Y: Local Voluntary Planning Agreement
- Attachment Z: State Voluntary Planning Agreement
- Attachment AA: Endeavour Energy Referral Requirements
- Attachment AB: Transport for NSW Requirements
- Attachment AC: Sydney Water Requirements

ATTACHMENT A – DRAFT CONDITIONS OF CONSENT 1231/2025/JP

1.

Approved Plans and Supporting Documentation

Development must be carried out in accordance with the following approved plans and documents, except where the conditions of this consent expressly require otherwise.

Amendments:

- The front setbacks and building length for Building I in the plans are not supported. Refer conditions 8 and 9.

Approved Plans				
Plan number	Revision number	Plan title	Drawn by	Date of plan
201212-DT-01 (23 pages)	B	Detail and Level Survey Plan	Geosurv	22/12/2020
Page 132 in Norwest Quarter Concept Master Plan Report	-	Site and Staging Plan	Terroir	November 2024
Page 133 in Norwest Quarter Concept Master Plan Report	-	Yield Schedule	Terroir	November 2024
Page 134 in Norwest Quarter Concept Master Plan Report	-	Proposed FSR and GFA	Terroir	November 2024
Page 135 in Norwest Quarter Concept Master Plan Report	-	Proposed Resi-GFA Layout	Terroir	November 2024
Page 136 in Norwest Quarter Concept Master Plan Report	-	Proposed Non Resi & R4 Permitted GFA Layout	Terroir	November 2024
Page 137 in Norwest Quarter Concept Master Plan Report	-	Proposed Deep Soil	Terroir	November 2024
Page 138 in Norwest Quarter Concept Master Plan Report	-	Proposed Site Coverage	Terroir	November 2024
Page 142 in Norwest Quarter Concept Master Plan Report	-	Common Open Space	Terroir	November 2024
Page 93 in Norwest Quarter Concept Master Plan Report	-	Building Heights Strategy Axonometric View	Terroir	November 2024

	Page 98 - 100 in Norwest Quarter Concept Master Plan Report	-	Built Form Overshadowing - June 21 (Mid Winter)	Terroir	November 2024
	Page 101 in Norwest Quarter Concept Master Plan Report	-	Built Form Street Frontage Solent Circuit Elevation	Terroir	November 2024
	Page 104 in Norwest Quarter Concept Master Plan Report	-	Built Form Street Frontage Spurway Drive Elevation	Terroir	November 2024
	Page 108 in Norwest Quarter Concept Master Plan Report	-	Public Domain Interface	Terroir	November 2024
	Page 112 in Norwest Quarter Concept Master Plan Report	-	Built Form Scale and Density - Separation	Terroir	November 2024
	Page 113 in Norwest Quarter Concept Master Plan Report	-	Built Form Scale and Density - Heights	Terroir	November 2024
	Page 115 in Norwest Quarter Concept Master Plan Report	-	Site Boundary Setbacks	Terroir	November 2024
	Page 121 in Norwest Quarter Concept Master Plan Report	-	Proposed Block Planning Lower Level Layout - Retail Plaza Level	Terroir	November 2024
	Page 122 in Norwest Quarter Concept Master Plan Report	-	Proposed Block Planning Ground Level Layout	Terroir	November 2024
	Page 123 in Norwest Quarter Concept Master Plan Report	-	Proposed Block Planning Level 1 Layout	Terroir	November 2024
	Page 124 in Norwest Quarter Concept Master Plan Report	-	Proposed Block Planning Typical Mid Levels	Terroir	November 2024
	Page 125 in Norwest Quarter Concept Master Plan Report	-	Proposed Block Planning Typical Top Levels	Terroir	November 2024
	Page 129 -130 in Norwest Quarter Concept Master Plan Report	-	Proposed Block Planning Apartment Mix - Staging	Terroir	November 2024
	Page 27 in Norwest Quarter Landscape & Public Domain Design Report	-	Landscape Masterplan	Realm Studios	October 2024

	Page 35 in Norwest Quarter Landscape & Public Domain Design Report	-	Section AA - Community Amenity Spaces	Realm Studios	October 2024																			
	Page 36 in Norwest Quarter Landscape & Public Domain Design Report	-	Section BB – Natural Pool and Amenity Space	Realm Studios	October 2024																			
	Page 37 in Norwest Quarter Landscape & Public Domain Design Report	-	Section CC – Woodland Interface Community Space	Realm Studios	October 2024																			
	Page 63 in Norwest Quarter Landscape & Public Domain Design Report	-	Materials	Realm Studios	October 2024																			
	<table><tr><th colspan="4">Approved Documents</th></tr><tr><th>Document Title</th><th>Revision number</th><th>Prepared by</th><th>Date of document</th></tr><tr><td>Norwest Quarter Concept Master Plan Report (141 pages)</td><td>-</td><td>Terroir</td><td>November 2024</td></tr><tr><td>Norwest Quarter Landscape & Public Domain Design Report (62 pages)</td><td>C</td><td>Realm Studios</td><td>October 2024</td></tr><tr><td>Preliminary Site Investigation</td><td>0</td><td>EI Australia</td><td>13 September 2024</td></tr></table>					Approved Documents				Document Title	Revision number	Prepared by	Date of document	Norwest Quarter Concept Master Plan Report (141 pages)	-	Terroir	November 2024	Norwest Quarter Landscape & Public Domain Design Report (62 pages)	C	Realm Studios	October 2024	Preliminary Site Investigation	0	EI Australia
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In the event of any inconsistency with the approved plans and a condition of this consent, the condition prevails.																								
Condition reason: To ensure all parties are aware of the approved plans and supporting documentation that applies to the development.																								
2.	Determination of Future Development Applications																							
Approval is granted for the proposed Concept Development Application in accordance with the plans and details provided with the application to provide guidance for future development of the site. In accordance with Section 4.22(1) of the Environmental Planning and Assessment Act 1979, all development (with the exception of development approved under Stage 1) under the concept development application shall be subject of future development application(s). The determination of future development application(s) are to be generally consistent with the terms of the subject development consent.																								
Condition reason: To ensure future development applications are lodged for the built form of the development and are generally consistent with the concept development application. .																								
3.	Dwelling Yield																							
The maximum dwelling yield for the site is not to exceed 864 residential units at 40 Solent Circuit and 71 residential units at 2-6 Maitland Place.																								

	Condition reason: To ensure the development is suitable for the site and appropriate amenity is provided for future residents.
4.	Floor Space Ratio Future built form development applications must demonstrate that the unit mix, size and car parking provisions under Clause 7.11 must be met and the maximum Floor Space Ratio (incentive) of 2.9:1 for 40 Solent Circuit, Norwest and 3:1 for 2-6 Maitland Place is not exceeded. Condition reason: To ensure the development is suitable for the site and appropriate built form outcomes are provided.
5.	Height Future built form development applications must demonstrate that the maximum heights (including lift overruns) do not exceed the maximum heights proposed under this concept application. Condition reason: To ensure the development is suitable for the site and appropriate built form outcomes are provided.
6.	Non-Residential Land Uses a. The non-residential land uses permitted under Clause 2.5 must comply with the maximum gross floor area requirements under Schedule 1, 18 Use of Certain Land at 40 Solent Circuit, Norwest. b. Unless permitted under SEPP (Exempt and Complying Development Codes) 2008, separate development consent is required for any other non-residential land uses that are permitted under any other environmental planning instrument. Condition reason: To ensure adequate development is suitable for the site and appropriate infrastructure and amenity is provided for future residents and the community.
7.	Car Parking The following Car Parking requirements are required to be provided for the development: Residential Car Parking (minimum) Stage 1: As approved under development consent 1541/2021/JP Stage 2: 208 residents and 42 visitors spaces required (250 spaces) Stage 3: 365 residents and 73 visitors spaces required (438 spaces) Stage 4: 110 residents and 22 visitors spaces required (132 spaces) Stage 5: 71 residents and 15 visitors spaces required (86 spaces) Non-Residential Car Parking: Stage 1: As approved under development consent 1541/2021/JP. Stage 2: As required under the controls of Part C Section 1 Parking of the DCP or a traffic parking report justifying any variations to the control. Condition reason: To ensure suitable parking is provided for the development.
8.	Building Setbacks to Solent Circuit and Spurway Drive All setbacks are required to comply with Part B Section 8 Norwest Residential DCP with the exception to the following:

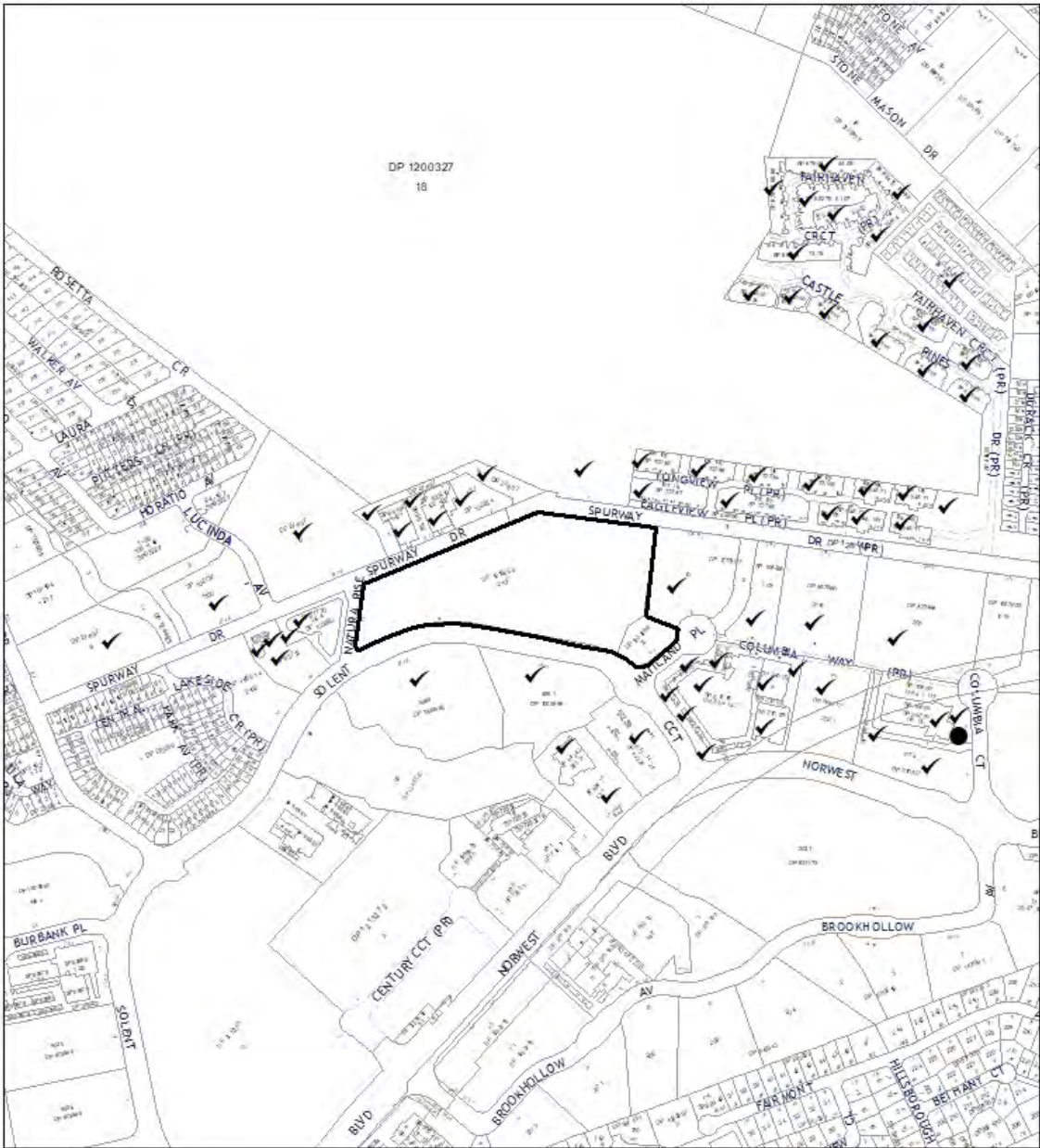
	Solent Circuit Building D, E, F - An average setback of at least 10m with encroachments of up to 6m is permitted Spurway Drive Building H – An average setback of at least 14m with encroachments of up to 10m is permitted. Building I – An average setback of at least 14m with encroachments of up to 10m is permitted . Condition reason: To ensure design excellence is achieved, and appropriate landscaping and streetscape amenity is provided for future residents of the site and the community.
9.	Building I Design Future built form development applications for Building I are required to demonstrate that design excellence is achieved without compromising visual privacy as required under the Apartment Design Guide. Condition reason: To ensure design excellence is achieved, and appropriate landscaping and streetscape amenity is provided for future residents of the site and the community.
10.	Endeavour Energy Requirements Any future built form development application must address all requirements in referral letter dated 24 February 2025. In particular, any future built form development application for works within the Endeavour Energy Easement fronting Spurway Drive will need to provide Endeavour Energy's easements officer with sufficient detail to assess all the proposed encroachments and/or activities within the easement (including any driveways, retaining walls, crash barriers or fences). Refer to Endeavour Energy's Mains Design Instruction MDI 0044 'Easements and Property Tenure Rights' deals with activities / encroachments within easements'. Condition reason: To ensure the integrity of the underground electrical cables within the Endeavour Energy easement are not placed at risk
11.	Design Verification Statement Any future built form development application must include the submission of a Design Verification Statement prepared by a suitable qualified Architect which addresses the Design Principals for Residential Apartment Development under Schedule 9 of the SEPP (Housing) 2021 and the Apartment Design Guide. Condition reason: To ensure the design of the development meets the provisions under Clause 147 of Chapter 4 of the SEPP and Clause 29 of The Environmental Planning and Assessment Regulation 2021
12.	Design Excellence A design competition is required to occur for the built form at Stages 2,3, 4 and 5 of the development. Condition reason: To ensure diversity of architectural design as recommended by the Design Advisory Panel to ensure design excellence is provided for the development.
13.	Communal Open Space Future built form development applications are to demonstrate that private communal open space areas are sufficiently secured and mitigated from public communal open space areas.

	Condition reason: To ensure adequate sufficient privacy is provided within the private and public domain.
14.	Onsite Detention (OSD) Any future built form development application shall incorporate onsite detention in accordance with the Upper Parramatta River Catchment Trust Onsite Detention Handbook either 3rd or 4th Edition and Council's Design Guidelines Subdivision/Development. Condition reason: To ensure future built form development applications provide adequate stormwater drainage.
15.	Water Sensitive Urban Design (WSUD) Any future built form development applications shall integrate Water Sensitive Urban Design elements designed in accordance with the "Water Sensitive Urban Design Technical Guidelines for Western Sydney" published by the Upper Parramatta River Catchment Trust (May 2004). The development shall meet the following pollution reduction targets: - o 90% reduction in the annual average load of gross pollutants - o 85% reduction in the annual average load of total suspended solids - o 65% reduction in the annual average load of total phosphorous - o 45% reduction in the annual average load of total nitrogen. MUSIC model and catchment plan shall be submitted with the development application. Condition reason: To ensure water quality targets are met.
16.	Vehicular Access and Car Parking Any future built form development application must include a traffic report demonstrating compliance with sight distances and swept paths at all access points, as well as safe and efficient circulation within the car park areas. For Stage 5 of the development, SIDRA intersection modelling is to be prepared by a suitably qualified traffic engineer to assess the operational performance of the future access and the adjoining roundabout under pre- and post-development traffic conditions. The SIDRA modelling and accompanying report shall: 1. Assess the current (existing) traffic conditions and post-development scenarios; 2. Be based on up-to-date traffic counts and forecast development traffic generation, including peak hour volumes; 3. Evaluate Level of Service (LoS), Degree of Saturation (DoS), and average and 95th percentile queue lengths for all relevant movements to ensure that the roundabout service level is not adversely impacted; 4. Demonstrate that the development will not adversely affect the roundabout's operational performance or cause queuing to extend onto the public road network; and 5. Where adverse impacts are identified, include recommended mitigation measures 6. Access to the future build from public road shall be designed to avoid queuing on any public road Condition reason: To ensure future built form development applications provide safe vehicular access and movement for road users and future occupants of the development. .
	Geotechnical Requirements

17.	Any future built form development application shall provide a geotechnical appraisal report from a suitably qualified experienced Geotechnical Engineer that addresses soil movement or slip and outline recommendations to ameliorate any geotechnical impacts.
	Condition reason: To ensure the possibility of soil movement or slip does not adversely affect proposed development.
18.	Stormwater Connection
	Any future built form development application shall assess whether Council's infrastructure has the capacity to take the additional flows generated by the development. If there is not sufficient capacity, the development shall either increase the capacity of the stormwater system at no cost to Council or further restrict the flows exiting the site.
19.	Basement Design
	Where the basement is impacted by groundwater, basements are to be designed and constructed as a tanked basement.
20.	Condition reason: To ensure groundwater is managed effectively and does not discharge groundwater into Council's stormwater drainage system.
	Construction Traffic Management Plan
21.	A construction traffic management plan (CTMP) must be submitted for each stage of the development demonstrating how the potential for conflict between resident and construction traffic is to be minimised and managed. The construction management plan must be submitted before a Construction Certificate is issued and complied with for the duration of works. Where practicable, all construction vehicles are to enter via Solent Circuit
	Condition reason: To ensure future built form development applications provide safe vehicular access and movement for road users and future occupants of the development. .
22.	Access and Loading for Waste Collection
	Each future Stage of the development (Stages 2 – 5) will require the following: Waste vehicle access and loading facilities must be designed and provided on site in accordance with AS2890.2 for the standard 8.8m long Medium Rigid Vehicle (minimum 3.5m clear vertical clearance exception). Designs must incorporate adequate manoeuvring space for the design vehicle to enter and exit the development in a forward direction and conduct one reverse manoeuvre as part of a typical three point turn to access the designated waste service bay.
23.	Condition reason: To ensure safe and adequate loading facilities are provided for the waste vehicle to enter the site and service all waste collections.
	Section 7.11 Contributions
24.	All future built form development application/s at 2-6 Maitland Place, Norwest must be levied in accordance with Contributions Plan No. 8 Kellyville/Rouse Hill Precincts and Section 7.11 of the Environmental Planning and Assessment Act 1979.
	Condition reason: To provide for the increased demand for public amenities and services resulting from the development.
25.	Voluntary Planning Agreements at 40 Solent Circuit, Norwest
	Any built form development applications are required to comply with the obligations under the following Planning Agreements:

	Local Planning Agreement The obligations in the Planning Agreement between Mulpha Norwest Pty Ltd and The Hills Shire Council dated 18 March 2020 (Planning Agreement), or any future variation of this Planning Agreement, must be satisfied in accordance with the terms of the Planning Agreement including but not limited to, the Payment of Monetary Contributions, Completion of Capital Works and Public Access Land as detailed within the Planning Agreement. State Planning Agreement The obligations in the Planning Agreement (SVPA 2021-182) between Mulpha Norwest Pty Ltd and The Minister administering the Environmental Planning and Assessment Act 1979 dated 21 October 2022 (Planning Agreement), or any future variation of this Planning Agreement, must be satisfied in accordance with the terms of the Planning Agreement. The development contribution will be payable prior to the issue of the Occupation Certificate for the 197th dwelling on the subject land in accordance with Schedule 4 to the planning agreement. The developer is required to provide a \$535,000 bank guarantee in accordance with Schedule 5 to the planning agreement. Condition reason: To ensure the obligations of the planning agreements are met.
24.	Accessible Housing Each residential flat building within Stages 2-5 is required to be provided with at least 10% accessible housing. Condition reason: To ensure the development is carried out in accordance with The Hills Disability Inclusion Action Plan which was required to be developed with the Disability Inclusion Act 2014.
25.	Sydney Water Requirements A Feasibility Application including Growth Data Form as outlined in letter from Sydney Water dated 14 March 2025 is required to be submitted with the next built form Development Application. The Application is to be submitted to Sydney Water via a Water Servicing Coordinator, citing referral and reference numbers 222178, 208442 and 189945. Condition reason: To ensure Sydney Water requirements are satisfied.
26.	Transport for NSW Requirements Future development applications are required to address the matters of consideration as highlighted in referral letter dated 27 February 2025. Condition reason: To ensure Transport for NSW requirements are satisfied.
27.	Separate Approvals from NSW Government Water Any development requiring taking and using groundwater such as dewatering or using groundwater for a specific purpose, will require a water management works or water use approval under Section 89 and 90 of the Water Management Act. The development application will be considered nominated integrated development requiring general terms of approval from the NSW Government Water. Condition reason: To ensure that any separate approvals from NSW Water are provided.

ATTACHMENT B – LOCALITY PLAN



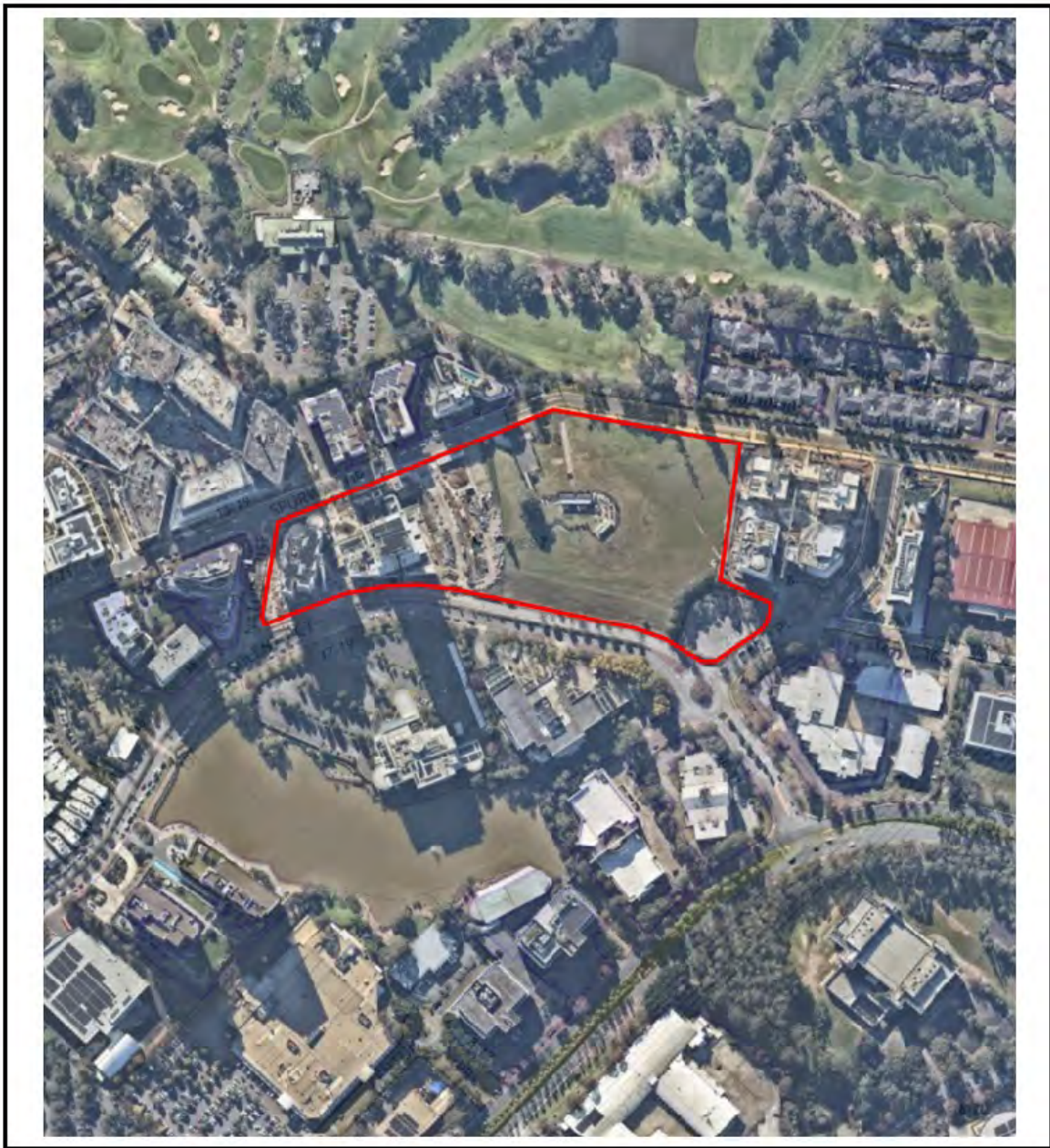
- ☐ SUBJECT SITE
- ✓ PROPERTIES NOTIFIED
- SUBMISSION RECEIVED

THE HILLS
Sydney's Garden Shire

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ATTACHMENT C – AERIAL PHOTOGRAPH



Imagery © Nearmap HERE



SUBJECT SITE

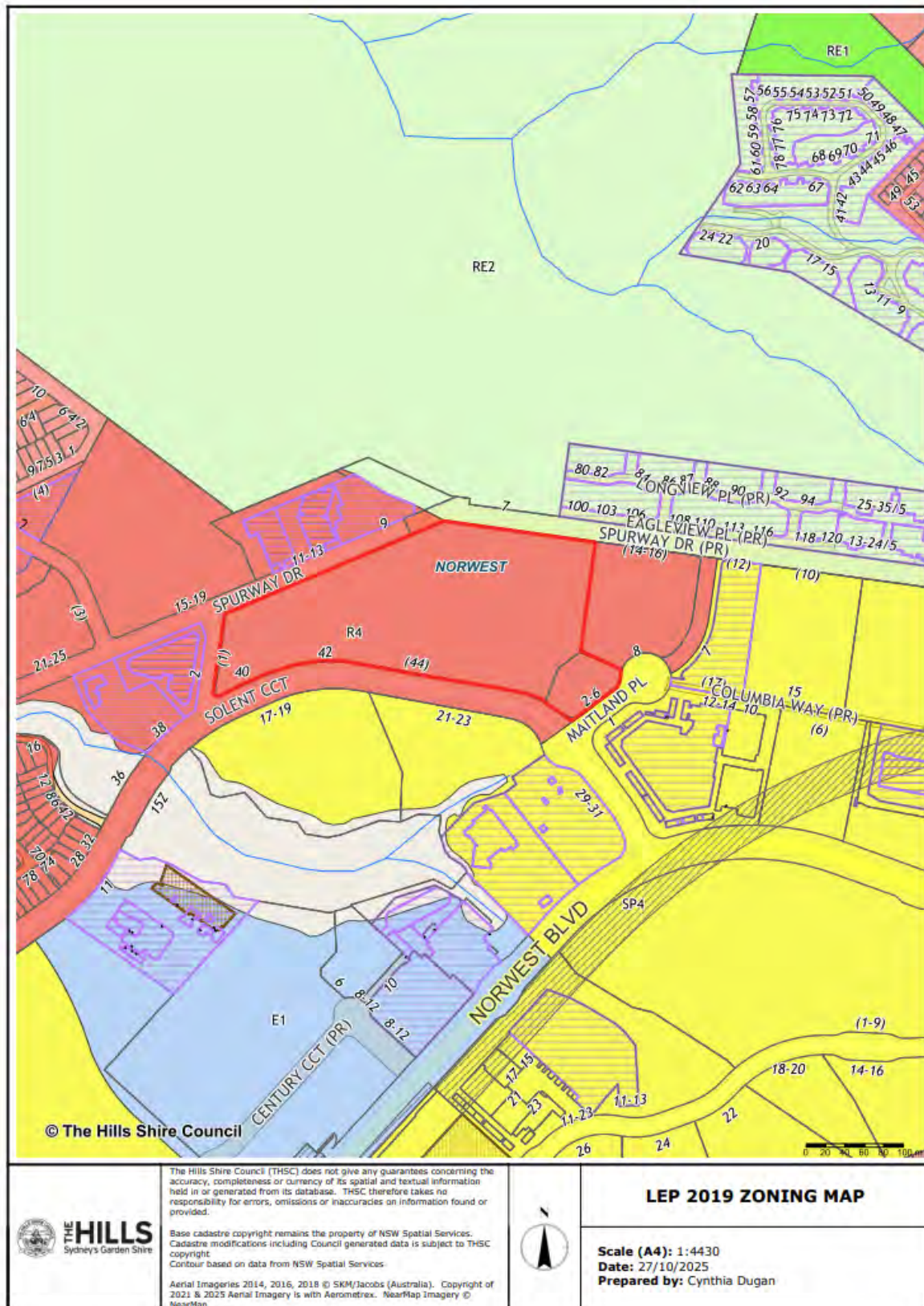
THE HILLS
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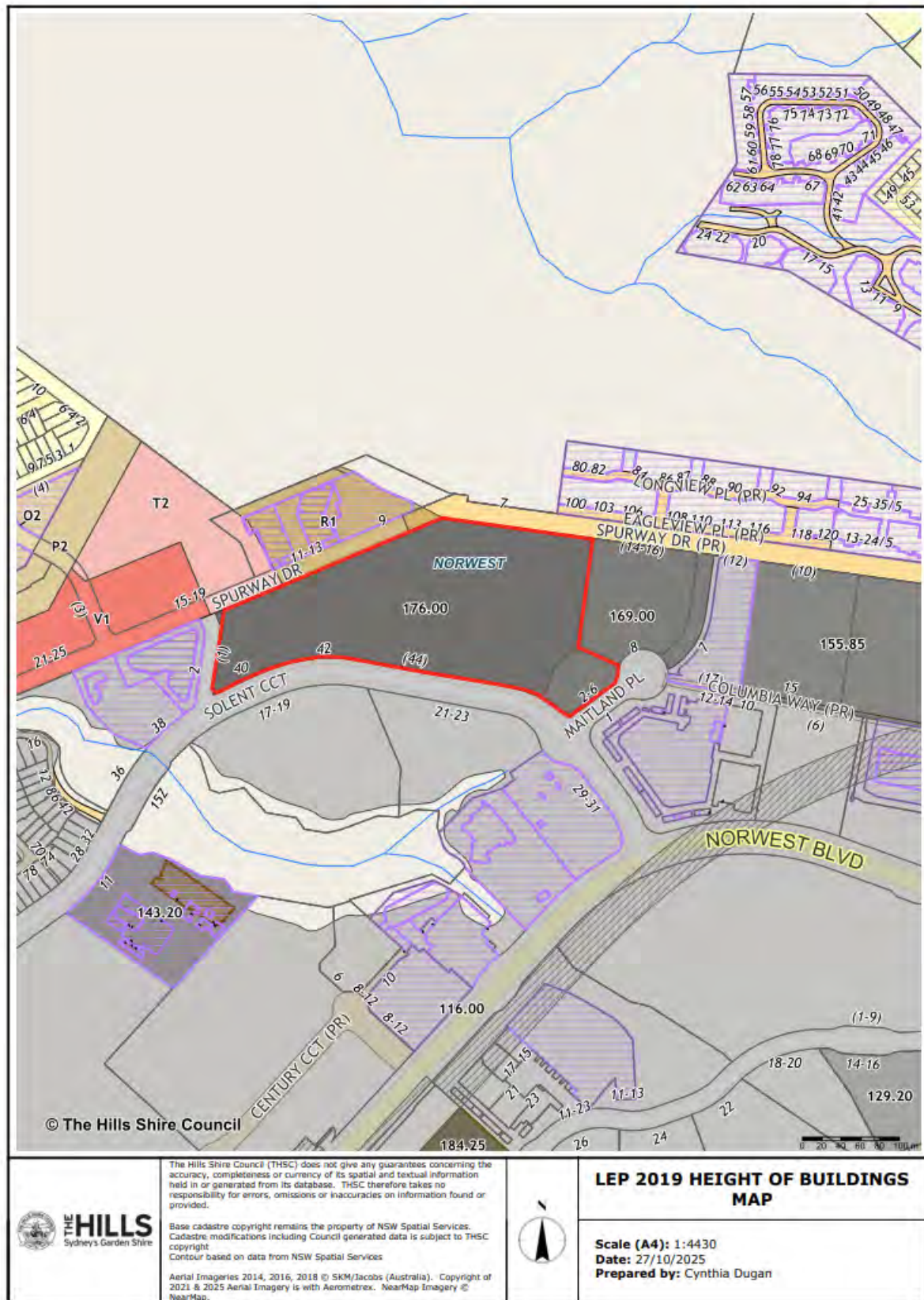
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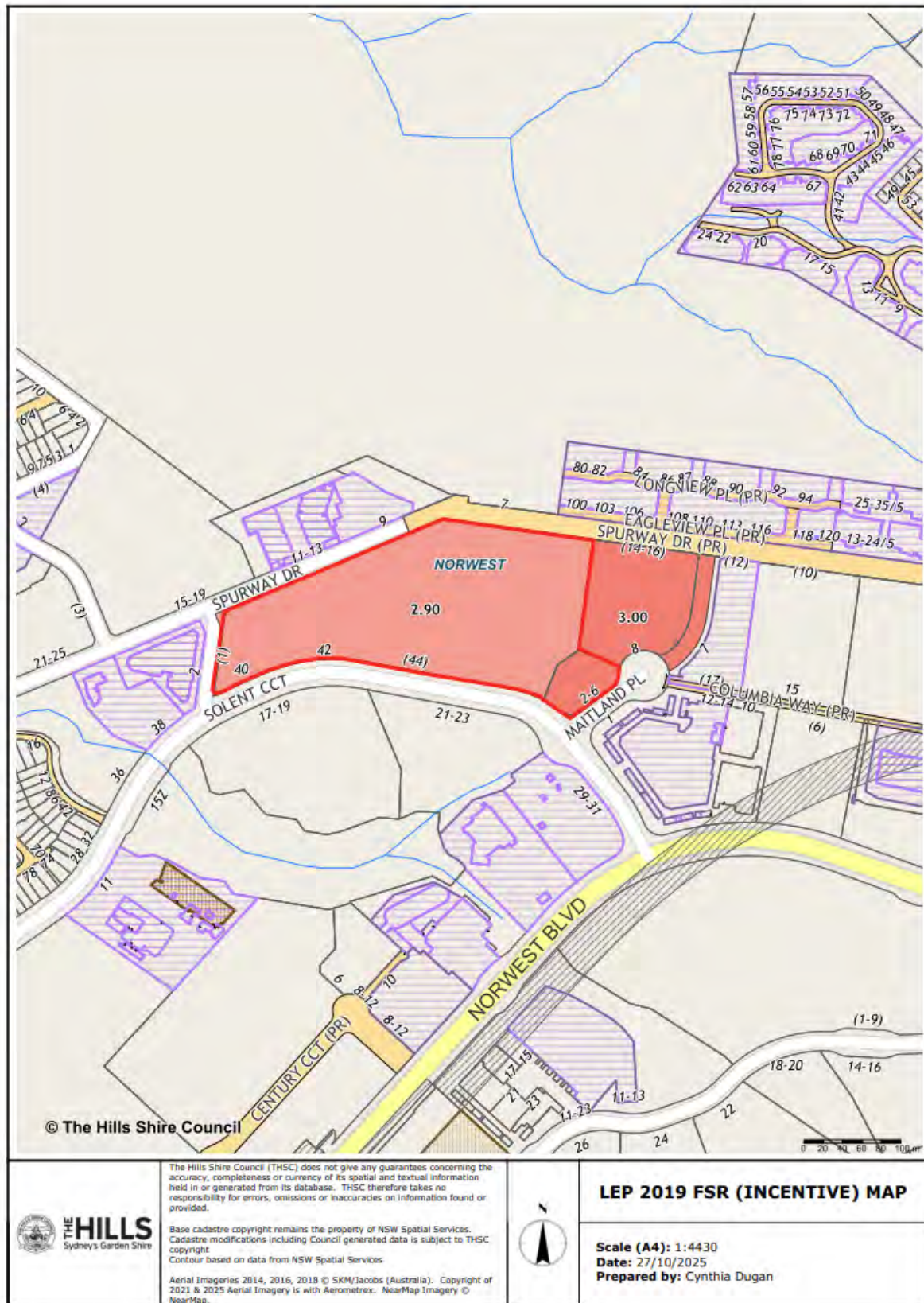
ATTACHMENT D – LEP 2019 ZONING MAP



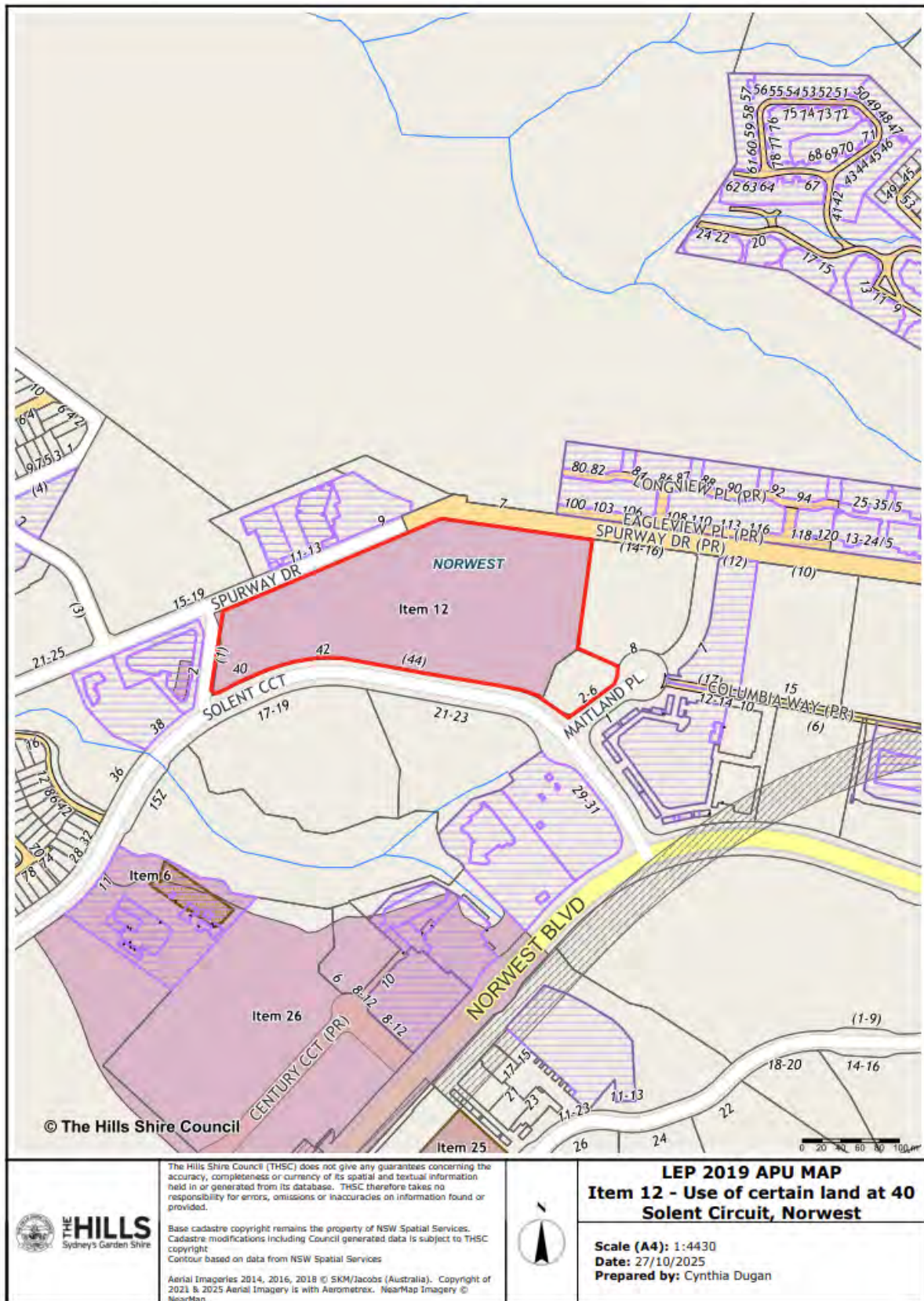
ATTACHMENT E – LEP 2019 HEIGHT OF BUILDINGS MAP



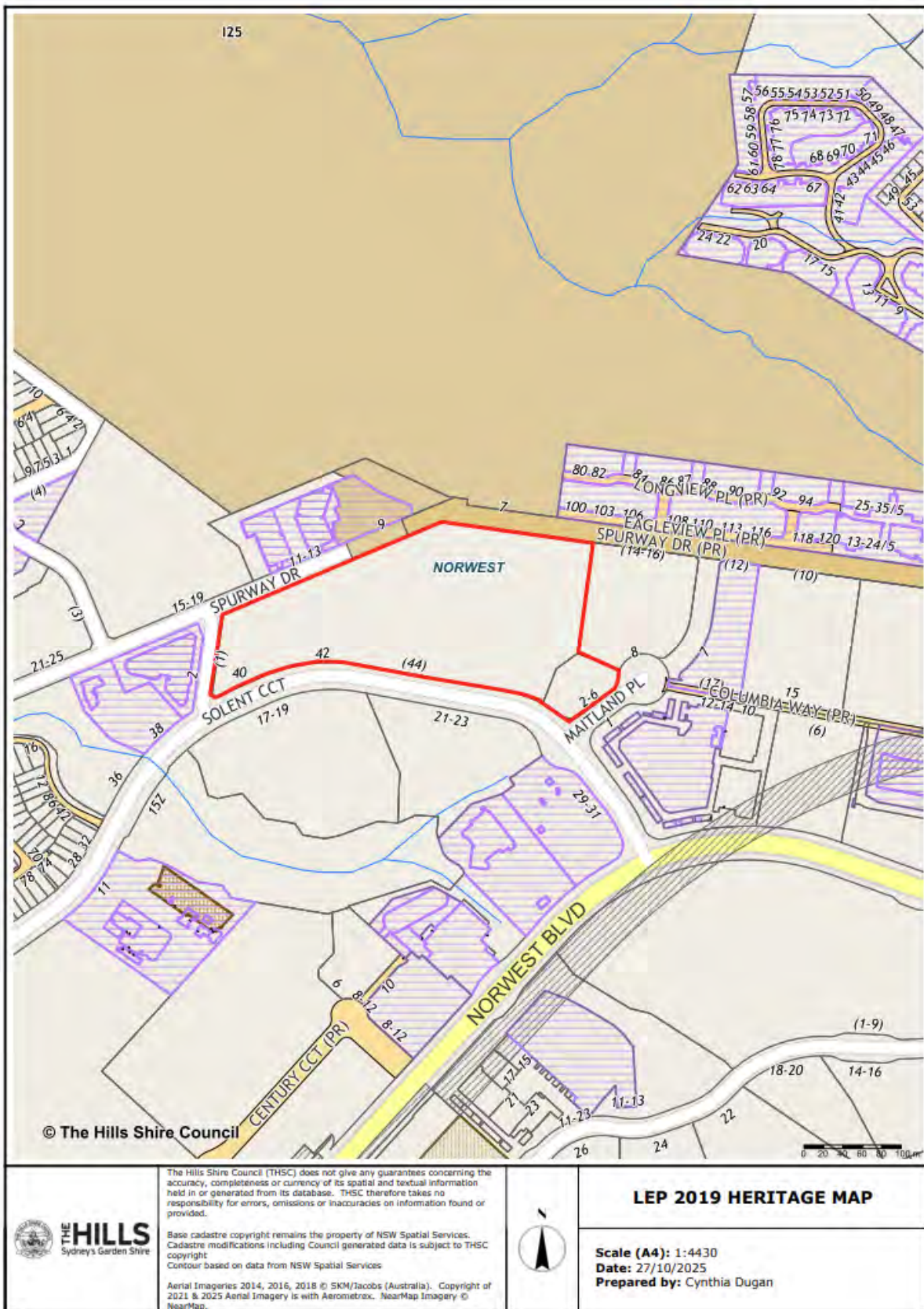
ATTACHMENT F – LEP 2019 FSR (INCENTIVE) MAP



ATTACHMENT G – LEP 2019 ADDITIONAL PERMITTED USES MAP



ATTACHMENT H – LEP 2019 HERITAGE MAP





SITE PLAN

The Norwest Quarter Master Plan consists of a total of 5 stages and 9 buildings. At the heart of the site lies the 'wild green' - an open space rich in diverse landscapes and amenities.



ATTACHMENT J –STAGING PLAN

ATTACHMENT K - STAGING, YIELD SCHEDULE, PROPOSED GFA AND USES

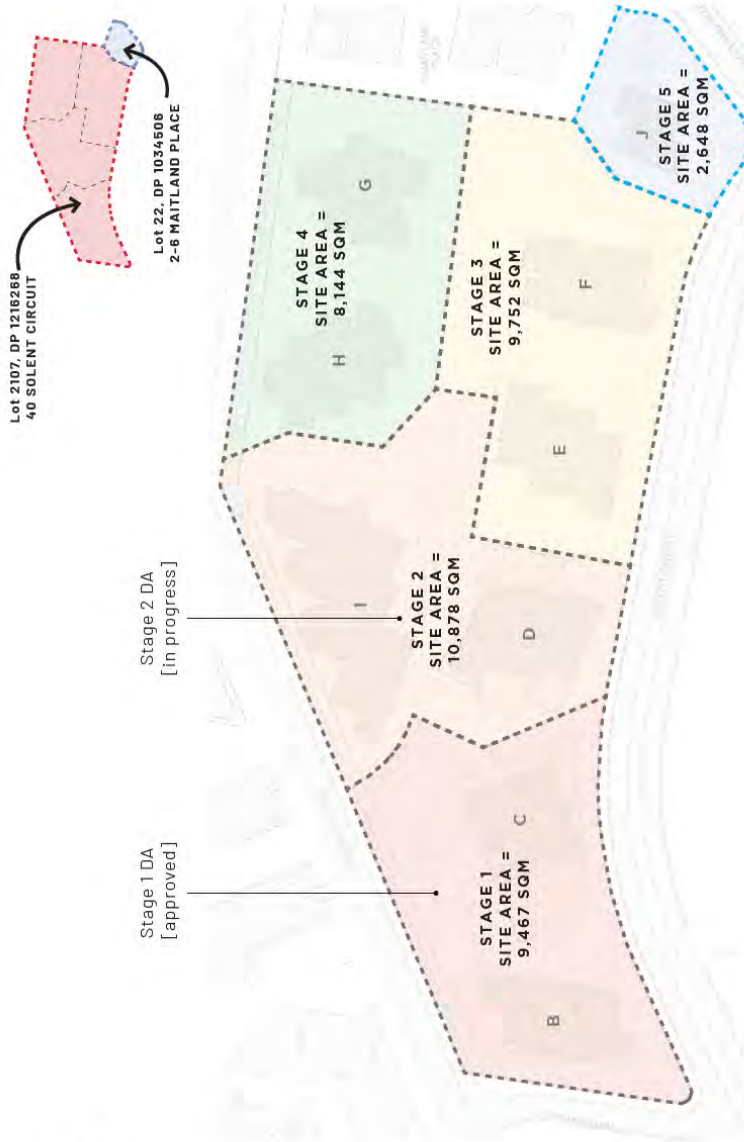
SITE DEVELOPMENT COMPLIANCE

YIELD SCHEDULE

To ensure a systematic development process, the site has been subdivided into stages, facilitating a methodical progression.

With the 2-6 Maitland Place showing as part of the concept masterplan, we identify it as Stage 5, which encompasses the site boundaries of 2-6 Maitland Place.

Given the additional area contribution to the site, the compliance analysis showcases results separately for Stages 1-4, corresponding to Lot 2107, DP 1216268 (40 Solent Circuit), and Stage 5, representing the 2-6 Maitland Place (Lot 22, DP 1034506).



Building	Total Floorplate	GFA	Non-Res GFA	R4 Permitted GFA	Resi GFA	NSA	Apartments	Level Count	Stage	Stage no.apts	Stage GBA	Stage GFA	Stage NSA	Stage FSR	Progressive FSR	Site Area
A	1239	5769	3108	575	5769	26472	188	142	1	188	55347	40381	36343	4.14	2.57	9752
B	1149	50771	557	768	13850	72430	100	26	2	208	72185	31549	0	2.90	1.52	10879
C	1086	21394	404	640	20551	8629	50	11	3	365	55347	40381	36343	4.14	2.57	9752
D	1269	9376			6753	5797	54	11	4	110	17475	12550	11295	1.54	2.90	8144
E					5148				5	71	11490	7944	7150	3.00	3.00	2648
Total (40 Solent Circuit)	153756	4159	1983	104760	65869	864	142									
Total (2-6 Maitland Place)	11490	7944	7160	7160	7160	7160	71	26								
Total (2-6 Maitland Place)	11490	7944	7160	7160	7160	7160	71	26								



SITE DEVELOPMENT COMPLIANCE APARTMENT LAYOUT

PROPOSED RESI-GFA LAYOUT

The proposed building configuration ensures achieving the allowable GFA.

Within the limits set for Stages 1-4 (equivalent to Lot 2107, DP 1216268/40 Solent Circuit), the maximum yield is achieved with 864 apartments. Stage 5, encompassing the 2-6 Maitland Place, exceeds this VPA number, with the current building configuration indicating 71 apartments.

The proposed apartment layout scheme ensures compliance with solar access, cross ventilation, and suggests an efficiency of GFA:GBA = 69%-74%.

- 40 SOLENT CCT RESI-GFA = 104,760 sqm
- 2-6 MAITLAND PL RESI-GFA = 7,944 sqm
- TOTAL DWELLINGS = 864 + 71 = 935 sqm

Stage	Blndg	Stage Total GFA (sqm)	Stage Resi-GFA	Amount of Apartments	Effic. GBA/GFA	Effic. NSM/GFA
1	B	45,422	42,603	181	69%	81%
2	D	31,549	29,180	208	72%	80%
3	E	40,381	40,381	365	43%	46%
4	F	12,550	12,550	110	72%	86%
	G				74%	88%
	H				71%	87%
	I				71%	87%
Total (Solent Circuit)		110,902	104,760	864		
5	J	7,944	7,944	71	68%	92%
Total (Maitland Place)		7,944	7,944	71		



APARTMENT LAYOUT SCHEME



SITE DEVELOPMENT COMPLIANCE MIXED-USE LAYOUT

PROPOSED NON-RESI & R4 PERMITTED GFA LAYOUT

Non-residential GFA areas are concentrated around the retail plaza, activating the public realm on the western side of the site.

In this context, "non-resi" refers to both the permissible non-residential GFA and the GFA permitted under the R4 zoning designation. While the permissible non-residential GFA is limited to 4,500 sqm, the GFA under R4 zoning has no cap.

- TOTAL TARGET NON-RESIDENTIAL GFA = **6,000 sqm**
- TOTAL SITE NON-RESIDENTIAL GFA = **6,142 sqm**

Stage	Bldg	Stage Total GFA (sqm)	Permissible Non-resi GFA	R4 Permitted GFA	Stage Non-resi GFA	Stage Res-GFA
1	B	30,422	3,708	575	3,773	42,049
2	D	31,549	961	1,408	2,369	29,180
3	E	40,381	0	0	0	40,381
4	F	12,550	0	0	0	12,550
5	J	7,944	0	0	0	7,944
Total (Solent Circuit)		110,902	4,159	1,983	6,142	104,760
Total (Maitland Place)		79,444	0	0	0	79,444

MIXED-USE PRECINCT SCHEMATIC LAYOUT

Stage 1 DA [approved]
Total Non-resi GFA = 3,773 sqm

Stage 2 DA [in progress]
Total Non-resi GFA = 2,369 sqm

Stage 4
Only Residential GFA

Stage 3
Only Residential GFA

Stage 5
Only Residential GFA



PROPOSED BLOCK PLANNING APARTMENT MIX

STAGING

While buildings in future stages will be subject to change during the architectural design phase, we have prepared the apartment mix layouts in accordance with ADG requirements. The apartment mix for future Stages 3 and 4 aligns with the total mix and quantities established in Stages 1 and 2, ensuring full compliance across the 40 Solent Circuit site.

For Stage 5, which corresponds to 2-6 Maitland Place, the proposed layout also ensures compliance with ADG apartment mix standards.



STAGE 01 TOTAL NUMBER OF APARTMENTS	STAGE 02 TOTAL NUMBER OF APARTMENTS	STAGE 03 TOTAL NUMBER OF APARTMENTS	STAGE 04 TOTAL NUMBER OF APARTMENTS	STAGE 05 TOTAL NUMBER OF APARTMENTS
1 BEDROOM APT. (Buildings 1 & 2)	3 BEDROOM APT. (Buildings 3 & 4)	3 BEDROOM APT. (Buildings 5 & 6)	3 BEDROOM APT. (Buildings 7 & 8)	1 BEDROOM APT.
No. of units	No. of units	No. of units	No. of units	No. of units
Type 1	Type 1	Type 1	Type 1	Type 1
Type 2	Type 2	Type 2	Type 2	Type 2
Type 3	Type 3	Type 3	Type 3	Type 3
Total 1st Apt.	Total 1st Apt.	Total 1st Apt.	Total 1st Apt.	Total 1st Apt.
100 %	100 %	100 %	100 %	100 %
2 BEDROOM APT. (Buildings 9 & 10)	2 BEDROOM APT. (Buildings 11 & 12)	2 BEDROOM APT. (Buildings 13 & 14)	2 BEDROOM APT. (Buildings 15 & 16)	2 BEDROOM APT.
No. of units	No. of units	No. of units	No. of units	No. of units
Type 1	Type 1	Type 1	Type 1	Type 1
Type 2	Type 2	Type 2	Type 2	Type 2
Type 3	Type 3	Type 3	Type 3	Type 3
Total 2nd Apt.	Total 2nd Apt.	Total 2nd Apt.	Total 2nd Apt.	Total 2nd Apt.
100 %	100 %	100 %	100 %	100 %
3 BEDROOM APT. (Buildings 17 & 18)	3 BEDROOM APT. (Buildings 19 & 20)	3 BEDROOM APT. (Buildings 21 & 22)	3 BEDROOM APT. (Buildings 23 & 24)	3 BEDROOM APT.
No. of units	No. of units	No. of units	No. of units	No. of units
Type 1	Type 1	Type 1	Type 1	Type 1
Type 2	Type 2	Type 2	Type 2	Type 2
Type 3	Type 3	Type 3	Type 3	Type 3
Total 3rd Apt.	Total 3rd Apt.	Total 3rd Apt.	Total 3rd Apt.	Total 3rd Apt.
100 %	100 %	100 %	100 %	100 %
TOTAL APT. STAGE 01	TOTAL APT. STAGE 02	TOTAL APT. STAGE 03	TOTAL APT. STAGE 04	TOTAL APT. STAGE 05
100	200	300	400	70

PROPOSED BLOCK PLANNING APARTMENT MIX

OVERALL

The proposed apartment layout also complies with the LEP and DCP requirements for apartment mix.

DCP requirements				
Ap. Types	Total no of apt.	%		
Type 1	246	29	*not exceed 30%	
Type 2	243	29	*not exceed 30%	
Type 3	362	43		
Total	851	100		
LEP requirements				
Ap. Types	Total no of apt.	no of Type 3	%	
2 bedroom	377	163	43	*at least 40% are Type 3
3 bedroom	275	133	48	*at least 40% are Type 3



1 BEDROOM APT. (LEP maximum 25% of the total apt.)			
1 BED APT	50 sqm		
Type 1	65 sqm	Type 1	63
Type 2	75 sqm	Type 2	83
Type 3		Type 3	66
Total 1B Apt.			212
			25 %
2 BEDROOM APT. (LEP Remain total apt. 2B)			
2 BED APT	70 sqm		
Type 1	90 sqm	Type 1	93
Type 2	110 sqm	Type 2	121
Type 3		Type 3	163
Total 2B Apt.			377
			44 %
3 BEDROOM APT. (LEP minimum 20% of the total apt.)			
3 BED APT	95 sqm		
Type 1	120 sqm	Type 1	90
Type 2	135 sqm	Type 2	39
Type 3		Type 3	133
4-bed		4-bed	13
Total 3B Apt.			275
			52 %
Stage 1-4		TOTAL APT. NORWEST	864
Stage 5		TOTAL APT. NORWEST	71
			935

The Retail Plaza

Pet Store, Liquor Shop, Ice Cream, Dry Cleaner, Medical Centre, Restaurant, Business Premise.

The Kids Space

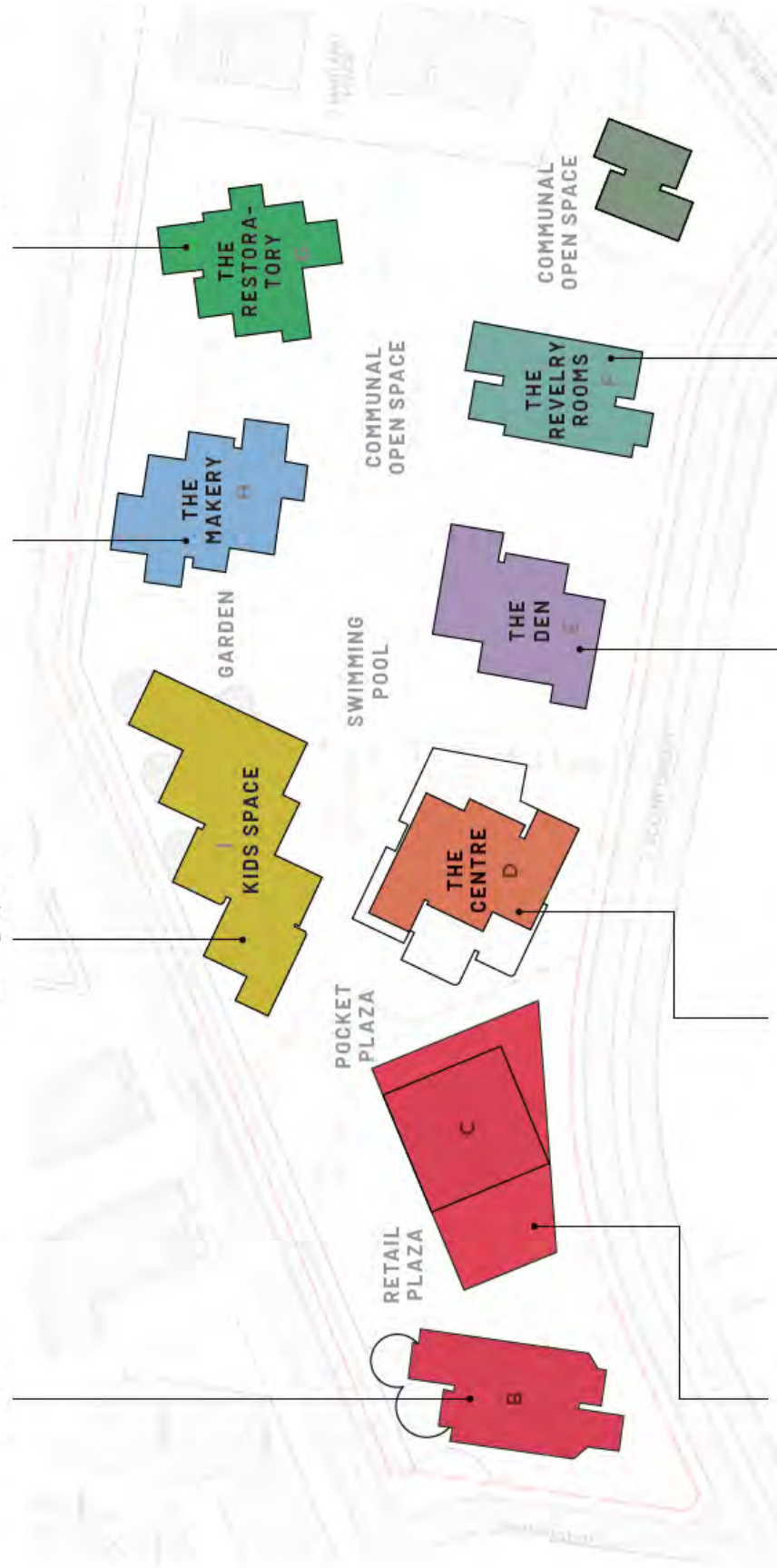
Childcare that blends into the Wild Green, Child Development Community gathering spaces, Meeting Spaces

The Makery

Creative Art, Making Rooms, Men's Shed, Fab Lab, Music Rooms, Sustainable Lab

The Restoratory

Meditation rooms, Reading Rooms, Communal Bath House, Wellness Bar, Day Spa facilities



The Retail Plaza

Cafe, Restaurant, Bakery, Sauna/ Massage, Gym/Fitness.

The Centre

Piloting a leading-edge natural therapies and wellness boutique.

The Den

Competitive Socialising, Listening Lounge, Screening Rooms, VR Rooms

The Revelry Rooms

Performance Spaces, Party Rooms, Night Club Lounge, Wine Cellar

BUILT FORM SCALE AND DENSITY HEIGHTS

Our proposed built form comprises densified residential area designed in consideration to the street and surrounding buildings scale.

Achieving an appropriate scale and density required careful consideration of factors such as building footprint size, height, and separation, as detailed in the following pages.

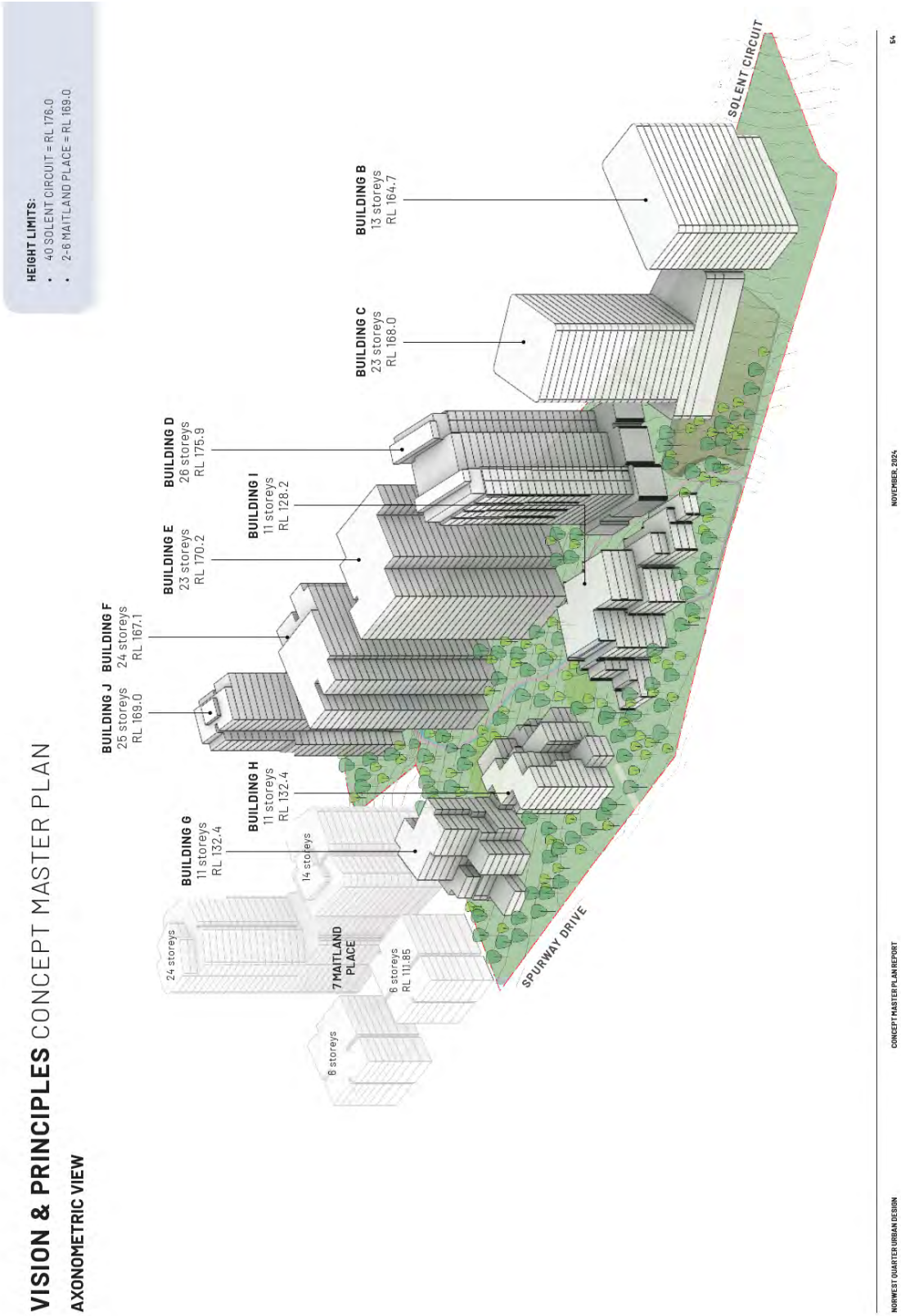
- Built Form Height:**
The building heights are proposed in consideration to the surrounding context, with taller buildings strategically positioned to the south, nearer to the Norwest Town Centre and Metro Station, while lower buildings are situated along Spurway Drive and northern site boundary. This arrangement maximizes sunlight exposure for the public domain on site and enhances views towards the golf course.

Variation in Built Form
While building footprints may extend over 50m, the built form breaks this linearity by incorporating serrated facades and stepping variations in height.



LEGEND

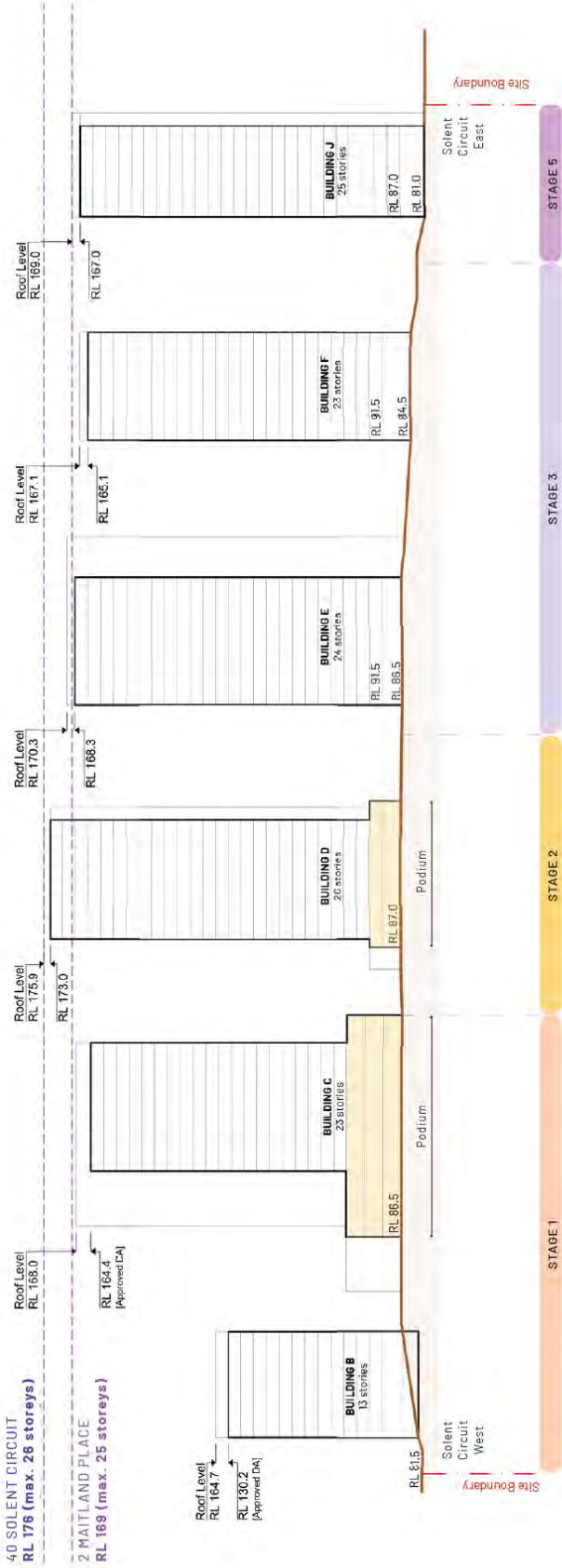
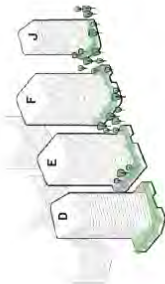
- Site boundary
- Stage boundaries
- 0-4 Storeys
- 5-9 Storeys
- 10-14 storeys
- 15-19 storeys
- 20-24 storeys
- 25+ storeys



BUILT FORM STREET FRONTAGE

SOLENT CIRCUIT ELEVATION

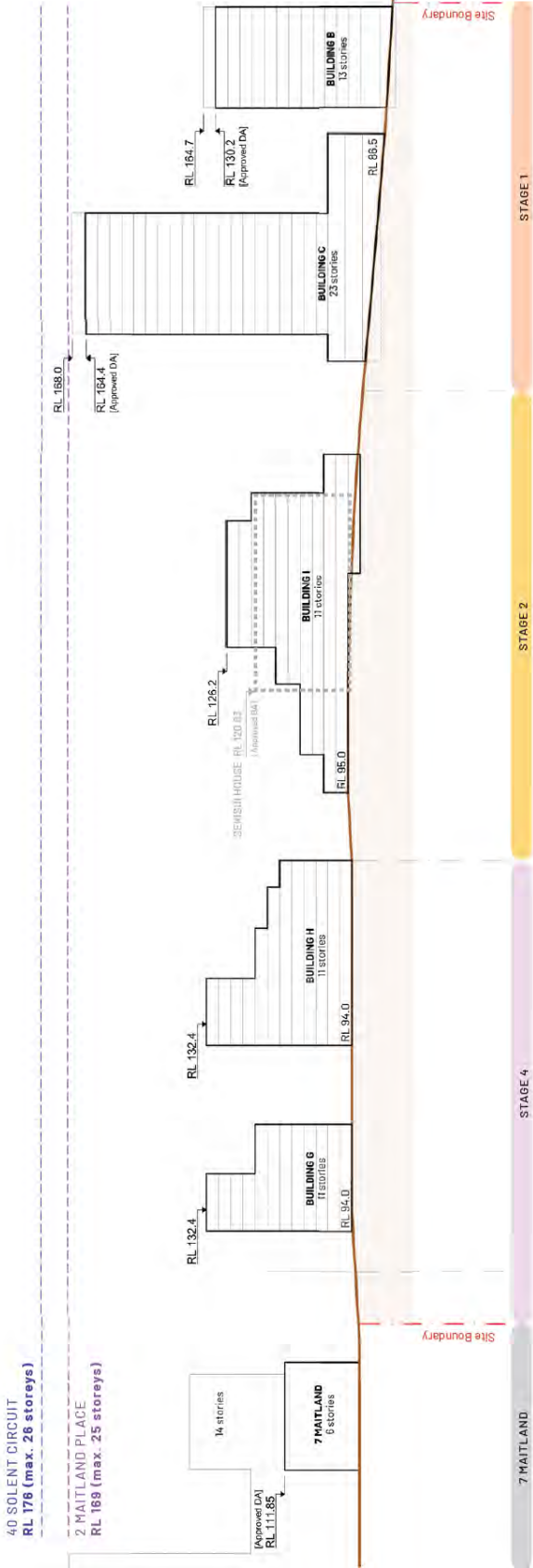
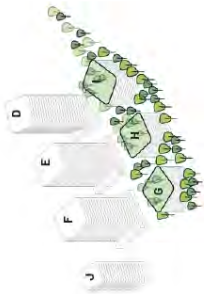
The transition along the Solent Circuit street frontage evolves from a defined urban edge to a more harmonious integration with the surrounding landscape as it approaches the eastern boundary of Stage 5. This shift mirrors the transformation from a bustling retail plaza dominated by commercial activities to a residential-focused environment prioritizing lush landscape integration.



BUILT FORM STREET FRONTAGE

SPURWAY DRIVE ELEVATION

The buildings along Spurway Drive are designed to integrate with the surrounding wild green concept, maximizing the natural landscape within the development. Due to limited access from the street, influenced by an EE easement and a sharp level change between the street and the site, the design incorporates stepping terraces that offer picturesque views from the towers. This landscape integration serves to soften the transition from the lush greenery of the golf course to the more urban development towards the Norwest town centre.



SITE PLAN SCALE 1:1000 @A3

NOTE: Indicative future stages residential floor height is 3.20 m.

ATTACHMENT O – PROPOSED INDICATIVE FLOOR LEVELS



PROPOSED BLOCK PLANNING LOWER LEVEL LAYOUT
RETAIL PLAZA LEVEL

The lowest accessible open space levels on our site are located on the western side, featuring the Retail Plaza as the primary activation zone, and on the eastern end at Stage 5.

Stage 1 DA [approved]



- LEGEND**
- COMMUNITY SERVICES USE
 - RETAIL USE
 - COMMUNAL USES
 - RESIDENTIAL USES
 - RESIDENTIAL ENTRANCES



SITE PLAN SCALE 1:1200 @A3

PROPOSED BLOCK PLANNING GROUND LEVEL LAYOUT

'GOLDEN RL' LEVEL

The "Golden RL" at g1.5 is key to optimizing accessibility and connectivity within the site.

Buildings in Stages 2, 3, and 4 have access from their lobbies to the site's inner open space, which is connected with the 'Golden RL' pathway.



LEGEND

- COMMUNITY SERVICES USE
- RETAIL USE
- COMMUNAL USES
- RESIDENTIAL USES
- RESIDENTIAL ENTRANCES



SITE PLAN SCALE 1:1200 @A3

PROPOSED BLOCK PLANNING LEVEL 1 LAYOUT

The highest ground level entries to the buildings are around the level RL94. These are secondary entries facing Spurway Drive.



- LEGEND**
- COMMUNITY SERVICES USE
 - RETAIL USE
 - COMMUNAL USES
 - RESIDENTIAL USES
 - RESIDENTIAL ENTRANCES



PROPOSED BLOCK PLANNING TYPICAL MID LEVELS

This scheme illustrates the typical apartment layout within the proposed building envelopes.

Typical mid level apartment layout per floorplate:

- Stage 1** (under construction)
 - BUILDING B = 7 apartments
 - BUILDING C = 6 apartments
- Stage 2** (waiting for DA approval)
 - BUILDING D = 9 apartments
 - BUILDING I = 9 apartments
- Stage 3**
 - BUILDING E = 8 apartments
 - BUILDING F = 8 apartments
- Stage 4**
 - BUILDING H = 8 apartments
 - BUILDING G = 8 apartments
- Stage 5**
 - BUILDING J = 4 apartments



- LEGEND**
- COMMUNITY SERVICES USE
 - RETAIL USE
 - COMMUNAL USES
 - RESIDENTIAL USES

PROPOSED BLOCK PLANNING TYPICAL TOP LEVELS

The top floors offer premium views of the surroundings and feature larger apartments. This approach aligns with the layout scheme of Stage 1 buildings B and C.

Typical top level apartment layout per floorplate:

- Stage 1** (under construction)
 - BUILDING B = 4 apartments
 - BUILDING C = 3 apartments
- Stage 2** (waiting for DA approval)
 - BUILDING D = 7 apartments
 - BUILDING I = 1 apartment
- Stage 3**
 - BUILDING E = 4 apartments
 - BUILDING F = 4 apartments
- Stage 4**
 - BUILDING H = 2 apartments
 - BUILDING G = 3 apartments
- Stage 5**
 - BUILDING J = 1 penthouse



- LEGEND**
- COMMUNITY SERVICES USE
 - RETAIL USE
 - COMMUNAL USES
 - RESIDENTIAL USES

NORTHWEST QUARTER URBAN DESIGN

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SITE PLAN SCALE 1:1200 @A3

ATTACHMENT P – PROPOSED BUILDING SEPARATION

BUILT FORM SCALE AND DENSITY
VISUAL PRIVACY

The scheme illustrates how our building arrangement and separation address visual privacy concerns and ensure compliance with regulations.

BUILDING HEIGHT	HABITABLE ROOMS AND BALCONIES	NON-HABITABLE ROOMS
UP TO 12M (4 STOREYS)	6 M	3M
UP TO 25M (6-8 STOREYS)	9 M	4.5M
OVER 25M (9+ STOREYS)	12M	6M

Terraced Built Form
The offset width varies along the terraced building form, providing flexibility in the built form arrangement to maintain compliance with visual privacy requirements.



Towers
The 24m distance between towers ensures compliance with the 12m offset requirement for visual privacy.

NOTE: The following floorplan shows a typical middle floor arrangement where a 9+ storeys minimum building separation applies. No habitable rooms are within <12 m in the proposed building arrangement.



LEGEND
Visual privacy offset

BUILT FORM SETBACKS

SITE BOUNDARY SETBACKS

This diagram illustrates the principle of average setbacks, wherein certain sections of the built form extend into the setbacks outlined in the DCP, while a larger portion maintains larger setbacks to ensure compliance with the allowable setback requirements, on average.

SITE BOUNDARY SETBACKS (DCP):
SPURWAY DRIVE = 14M
SOLENT CIRCUIT = 10M
REAR BOUNDARY = 12 M



- LEGEND**
- DCP setbacks
 - Planning proposal setbacks
 - Site boundary
 - Stage boundaries
 - Site buildings
 - Building podiums



ATTACHMENT R – LANDSCAPING INCLUDING DEEP SOIL, VEGETATION AND TREE CANOPY STRATEGY



LANDSCAPE & PUBLIC DOMAIN GREEN SYSTEMS

VEGETATION STRATEGY

Norwest Quarter lies within a highly modified area of Cumberland Plain Shale Woodlands and Shale-Gravel Transition Forest communities. These typically occur on flat to undulating or hilly terrain within the coastal valley rain shadow that occupies the driest part of the Cumberland Plain, of which Norwest is a part.

The community has several vegetation layers in its natural state. The tree canopy is typically dominated by *Eucalyptus moluccana* (grey box), *E. tereticornis* (forest red gum), and/or *E. fibrosa* (red ironbark). Smaller trees and shrubs grow underneath the tree canopy. The vegetation on the ground is a mix of grasses and herbs.

The Cumberland Plain Shale Woodlands and Shale-Gravel Transition Forest has great importance in the landscape, being a key example of a grassy woodland and nationally unique. The conservation of woodland remnants, such as the ecological community, will contribute to native vegetation corridors that will improve quality of life as the area becomes increasingly urbanized.

It will also help to maintain valuable connectivity among native vegetation remnants that are essential to retain the fauna that live or migrate through the region. For example, birds and bats, including some threatened species, use the ecological community to move from north to south through western Sydney and beyond, and from east to west across the Great Dividing Range to the coast, as seasons change.

PROPOSED SCHEME



LANDSCAPE & PUBLIC DOMAIN GREEN SYSTEMS

TREE CANOPY STRATEGY

Tree canopy makes urban environments more liveable by providing cooling and comfort, supporting biodiversity and well-being, and improving air quality. Trees create shade, block solar radiation, provide evapotranspiration, and channel cool breezes.

Trees are located across the master plan in deep soil areas and raised planters to ensure adequate soil volumes to promote canopy growth.

The master plan's total canopy cover is:

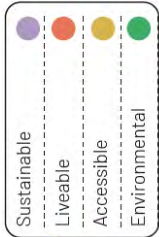
$$\begin{aligned} \text{Canopy Cover} &= \text{Tree Canopy Area} / \text{Site Area} \\ &= 14,807\text{m}^2 / 40,890\text{m}^2 \\ &= 36\% \end{aligned}$$

The anticipated urban tree canopy cover for the precinct is 36% and takes in consideration the adjoining streetscapes. This will contribute to the aspirations of the Greater Sydney Region Plan's 40% target as noted in the Hills Shire Council's Public Domain Strategy (November 2023).

GANSW in the draft Greener Places Design Guide set a canopy target of greater than 25% in medium to high density urban areas.

PROPOSED SCHEME

>25%



LEGEND

- Tree Canopy Area
- 8m HWY Easement

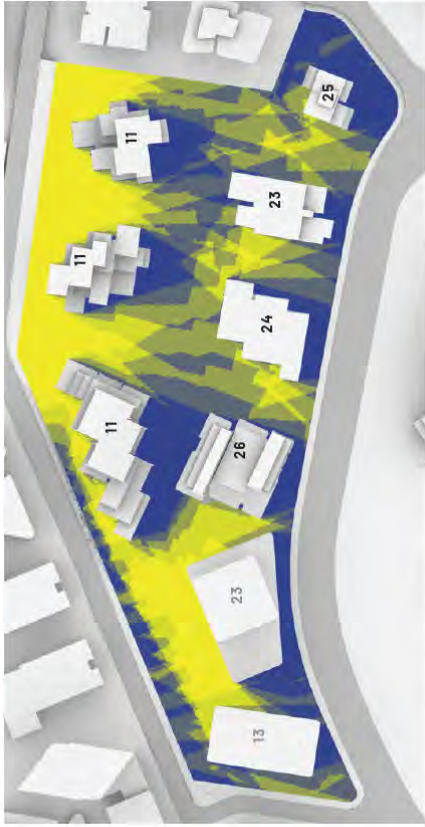


SCALE 1:1200 @A3

SITE DEVELOPMENT COMPLIANCE COMMON OPEN SPACE
SOLAR ANALYSIS

OPEN SPACE SOLAR ACCESS:
50% OF THE OPEN SPACE NEEDS TO RECEIVE
DIRECT SUNLIGHT FOR AT LEAST 2 HOURS ON
JUNE 21ST BETWEEN 9AM AND 3PM

21st JUNE (mid winter) 9am - 3pm SUNLIGHT



- REQUIRED SOLAR ACCESS OF THE OPEN SPACE = MIN. 50%
- PROPOSED SOLAR ACCESS OF THE OPEN SPACE = 68.13%

21st JUNE (winter solstice) 9am, 12pm, 3pm SHADOWS



Detailed Sunlight Analysis

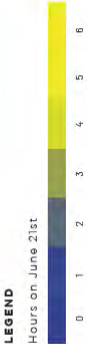
NO. OF HOURS	% SITE AREA
0	22.76
1	9.11
2	18.14
3	19.84
4	10.75
5	6.79
6	12.61

KEY NOTE:

50% of the Open Space needs to receive direct sunlight for at least 2 hours on June 21st between 9am and 3pm (mid winter).

The proposed open space complies and exceeds the solar access minimum requirements as the entire site combined 40 Solent Circuit and 2-6 Maitland Place.

The 2-6 Maitland Place doesn't meet the required solar access as the 7 Maitland development causes a shadow onto the site most of the day.



ADG OBJECTIVE 4A-1:

- MIN. 70% OF APARTMENTS IS TO RECEIVE MIN 2HRS DIRECT SUNLIGHT BETWEEN 9AM AND 3PM AT MID WINTER.
- MAX. 15% OF APARTMENTS RECEIVES NO DIRECT SUNLIGHT BETWEEN 9AM TO 3PM AT MID WINTER.

**PROPOSED BLOCK PLANNING SOLAR ACCESS
TYPICAL MID LEVEL LAYOUT**

Stage 2 and future stages apartment layouts are designed to ensure compliance with solar requirements.

The scheme illustrates solar access for apartments on June 21st (winter solstice).



LEGEND

- APARTMENTS WITH MIN 2 H OF DIRECT SUN
- APARTMENTS WITH 0-2 H OF DIRECT SUN
- APARTMENTS WITH MIN 0 H OF DIRECT SUN SUN

CONCEPT MASTER PLAN REPORT

NORWEST QUARTER URBAN DESIGN

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SITE PLAN SCALE 1:1200 @A3

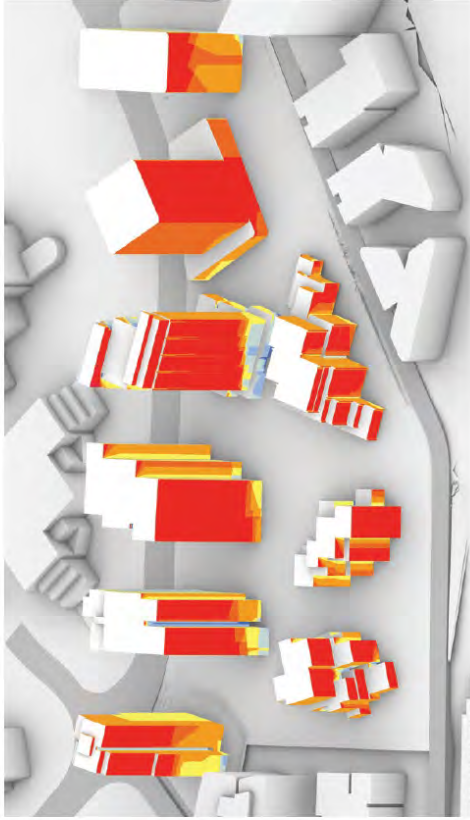
PROPOSED BLOCK PLANNING SOLAR ACCESS

JUNE 21 (MID WINTER)

To support the solar study, we have illustrated the solar access on the facade in the schemes below.

ADG OBJECTIVE 4A-1:

- MIN. 70% OF APARTMENTS IS TO RECEIVE MIN 2HRS DIRECT SUNLIGHT BETWEEN 9AM AND 3PM AT MID WINTER.
- MAX. 15% OF APARTMENTS RECEIVES NO DIRECT SUNLIGHT BETWEEN 9AM TO 3PM AT MID WINTER.



NORTH VIEW



SOUTH-EAST VIEW

21st Jun - 9:00 am to 3:00pm



NORWEST QUARTER URBAN DESIGN

CONCEPT MASTERPLAN REPORT

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PROPOSED BLOCK PLANNING CROSS VENTILATION

TYPICAL MID LEVEL LAYOUT

Stage 2 and future stages apartment layouts are designed to ensure compliance with minimum 60% of apartments are naturally cross ventilated.

ADG OBJECTIVE 4A-1:
• MIN. 60% OF APARTMENTS ARE NATURALLY CROSS VENTILATED IN THE FIRST NINE STOREYS OF THE BUILDING



NOTE: Building F follows the same principle as in the Building B Approved DA. It includes a central circulation corridor running North-South through the building which also achieves natural light and ventilation to the circulation spaces. This configuration enhances and optimizes overall cross ventilation within the buildings.

LEGEND

	CROSS VENTILATED APARTMENTS
	NON-CROSS VENTILATED APARTMENTS

NORWEST QUARTER URBAN DESIGN

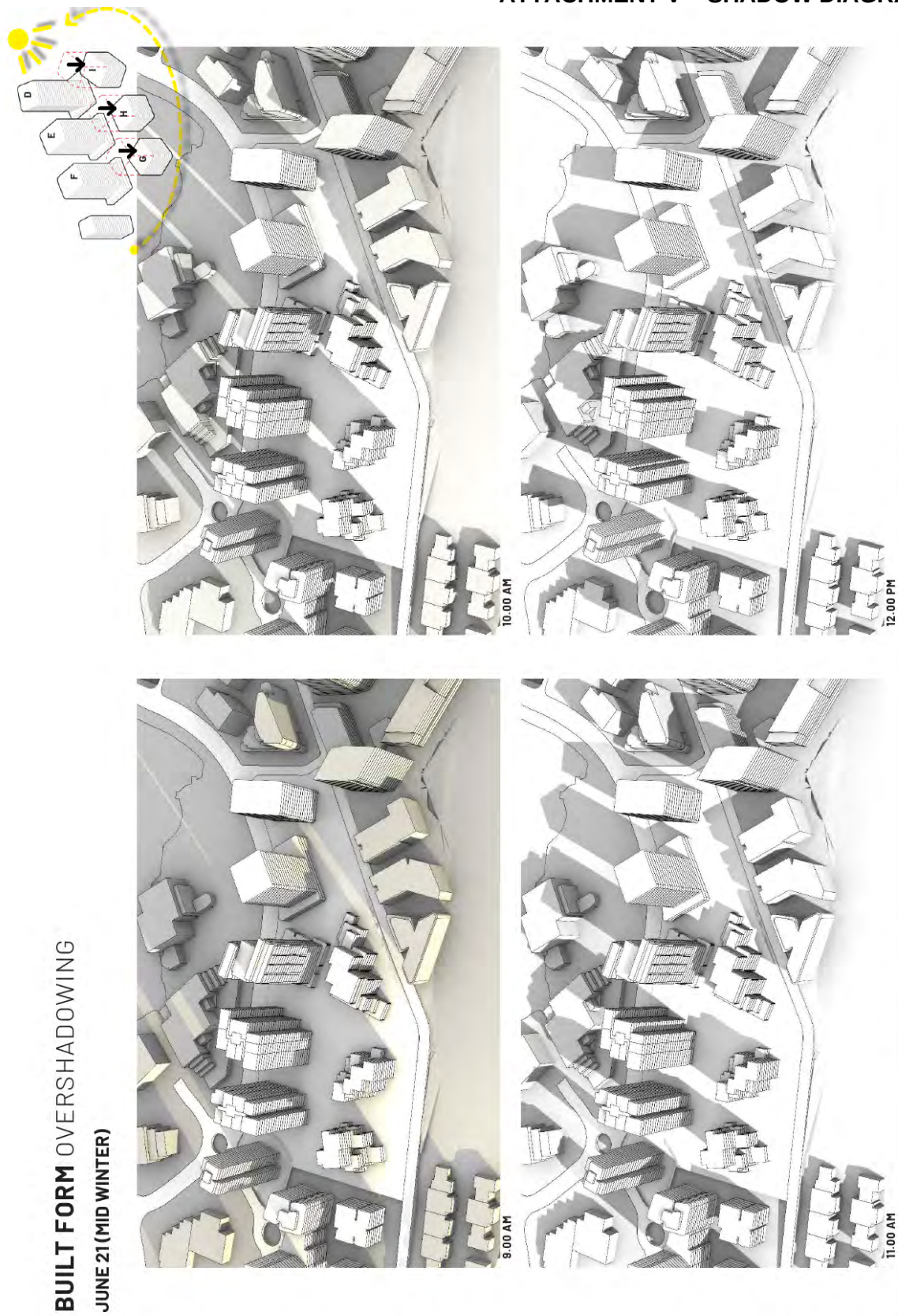
NOVEMBER 2024

CONCEPT MASTER PLAN REPORT



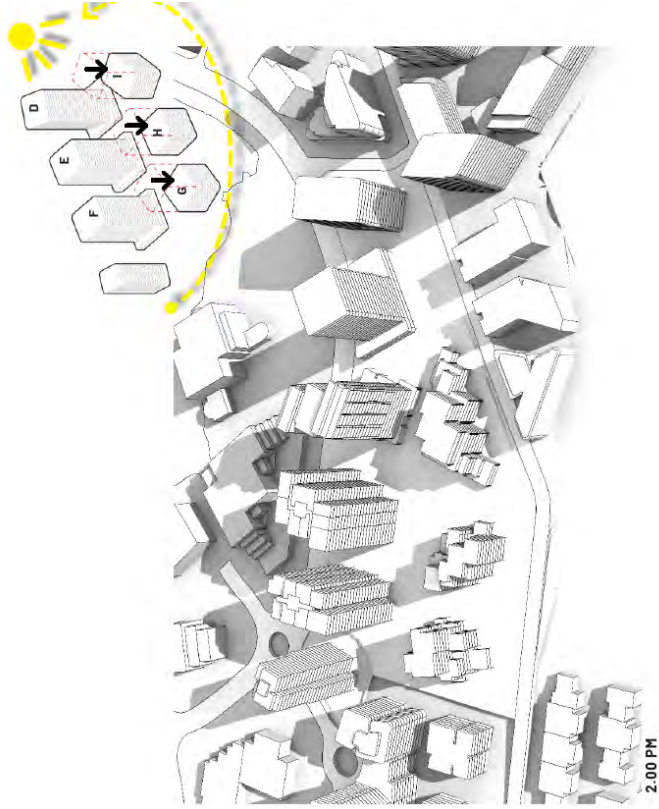
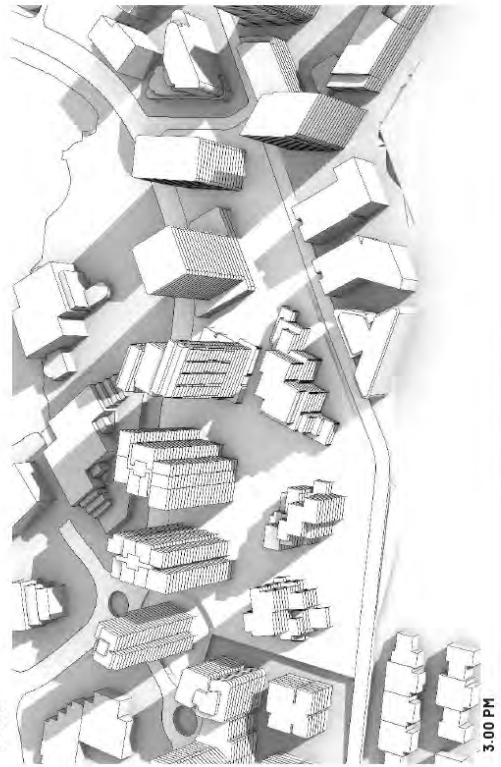
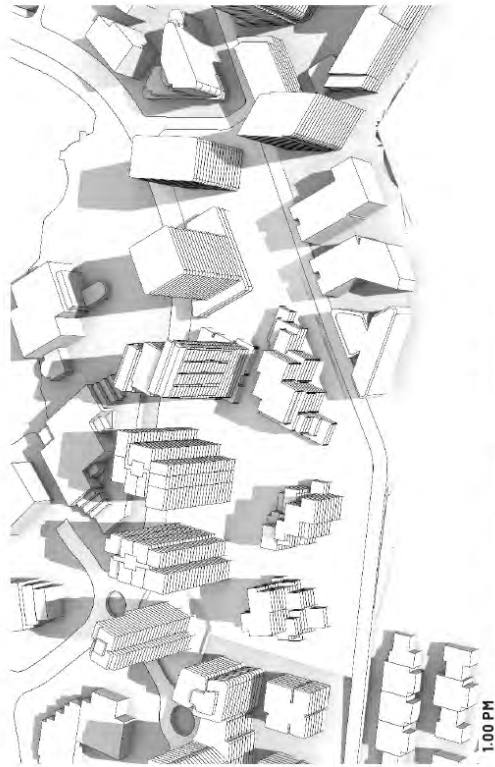
SITE PLAN SCALE 1:1200 @A3

ATTACHMENT V – SHADOW DIAGRAMS



BUILT FORM OVERSHADOWING

JUNE 21 (MID WINTER)



ATTACHMENT W – DESIGN ADVISORY PANEL REPORT

THE HILLS DESIGN ADVISORY PANEL

MEETING REPORT

9 JULY 2025

Item 3.1	9:00am – 10:00am
DA Number	1231/2025/JP
DA officer	Cynthia Dugan
Applicant	Mulpha Norwest Pty Ltd
Planner	Peter Lee – Egis Group
Property Address	40 Solent Circuit and 2-6 Maitland Place, Norwest
Proposal	 Concept Development Application for a Concept Masterplan to support a mixed-use residential development comprising 935 dwellings in 9 residential flat buildings, in 5 stages of development.
Design review	Second review of this concept development application. Previously considered on 21 May 2025 and previous Panel meetings have considered earlier stages of the development.
Background	The site has been inspected by all Panel members.
Presenters	Concept Masterplan/ Urban Design: Gerard Reinmuth – Terroir Amy Nadaskay – Monogram Partners
Panel Location	Online meeting hosted by The Hills
Panel Members	Chairperson – Paul Berkemeier Panel Member – Tony Caro Panel Member – Jared Phillips
Declaration of Interest	Prior to the Panel pre-meeting, Paul Berkemeier advised that Jane Irwin's firm, JILA, had recently formed a collaboration with Realm Studio who have been involved in the project. Paul advised that Jane has been giving him ongoing advice on a project, but that this would not affect his judgement or role as Panel Chair.
Councillors	None present
Council Staff	Sanda Watts, Shaylah Morgan, Megan Munari
Other attendees	Jan van der Bergh, Michael Watt, Andrew Nichols, Stephen Simpson–Mulpha Norwest Pty Ltd

GENERAL

The Hills Shire Council is committed to achieving design excellence in the built environment and ensuring new developments exhibit the highest standard of architectural, urban and landscape design. The Hills Shire Design Advisory Panel (The Panel) is an Independent Advisory Panel, approved by the NSW Government Architect, that provides an opportunity for Applicants to receive expert design feedback on their developments and provide assistance to The Hills Shire Council in consideration of the design of development applications.

This application is subject to the Hills Local Environmental Plan Clause 7.7 - Design Excellence. The objective of the design excellence clause is to deliver the highest standard of architectural, urban and landscape design.

Note: The Design Advisory Panel does not determine or endorse applications. The Design Advisory Panel provides independent design advice to applicants and council officers.

DOCUMENTATION

The Design Advisory Panel reviewed the following material issued to Council by the Applicant:

- Norwest Quarter Concept Master Plan DAP Meeting 3 – Design Response, Presentation by Terroir, Realm, Monogram, SJB and Finding Infinity; and
- The Hills Design Advisory Panel Response to Meeting Minutes from 21 May 2025.

PANEL COMMENT

The Panel commenced at 9:00am with brief introductions and a presentation by the Applicant followed by Panel questions and comments. The Panel thanks the Applicant for their presentation.

The following comments are a summary of the matters discussed in the Design Advisory Panel meeting as well as other matters the Panel wishes to raise following their review of the material. Comments from the previous Panel advice from the meeting held on 21 May 2025 have been included in *blue italics* and additional comments from this meeting are included in black text below.

The comments reference Clause 7.7 - Design excellence of the Hills LEP, in italics, to ensure the key matters for consideration with respect to design excellence are addressed.

1. Response to Context

Clause 7.7 (4) of the Hills LEP requires the Panel to consider the following:

- (a) *whether a high standard of architectural design, materials and detailing appropriate to the building type and location will be achieved,*
- (f) *how the development addresses the following matters—*
 - (i) *the suitability of the land for development,*
 - (ii) *existing and proposed uses and use mix,*
 - (iii) *heritage issues and streetscape constraints,*
 - (iv) *the relationship of the development with other development (existing or proposed) on the same site or on neighbouring sites in terms of separation, setbacks, amenity and urban form,*

There are limited comments that the Panel can make with respect to materials and detailing at the concept development application stage. The Panel notes that the implementation of the concept master plan will require genuine architectural diversity and recommends engagement of a number of different architectural practices to undertake the detailed design of the various buildings.

The Panel notes the response to the social and future needs of the community and expectations determined through community consultation.

The Panel raises concerns about the overshadowing of future development to the south of the site. While these sites are currently developed with commercial buildings with large front setbacks and surface car parking, Council's strategic plans for the Norwest Precinct indicate future potential additional

open space adjacent to the lake as well as increased development potential elsewhere. Both will require appropriate solar access.

The objective of delivering a high-quality landscape and public realm is strong, the integration of these elements with appropriate built form will be key considerations as the project progresses.

These comments still apply to the current version of the project. The Panel has no further comments regarding the response to context.

2. Site Planning and Built Form Strategy

Clause 7.7 (4) of the Hills LEP requires the Panel to consider the following:

- (c) *whether the development detrimentally impacts on view corridors,*
- (d) *whether the development detrimentally impacts on any land protected by solar access controls established under a development control plan,*
- (e) *the requirements of any development control plan to the extent that it is relevant to the proposed development,*
- (f) *how the development addresses the following matters—*
 - (v) *bulk, massing and modulation of buildings,*
 - (vi) *street frontage heights,*
 - (vii) *environmental impacts such as sustainable design, overshadowing, wind and reflectivity,*

The Panel understands the explanation provided regarding the placement of the six tallest buildings along Solent Circuit. However, the Panel is concerned that placing all the tall buildings along Solent Circuit creates a perceived continuous wall of building with minimal landscape relief and poor privacy relationships between the buildings. The Panel is yet to be convinced that the massing and placement of all the tall buildings on Solent Circuit, with the lower buildings on Spurway Drive, is the best overall design outcome for this site. The repetitive wall of tall buildings is inconsistent with the character of Norwest and the Hills Shire.

While the ADG includes metrics for building separation (such as minimum 24m between buildings above 8 storeys) and there are examples of these minimums being utilised in very tall buildings in other, more dense established parts of Sydney, this outcome is not considered to necessarily be an optimised design response for the Hills LGA overall vision and context. If the higher and lower buildings were arranged in a different pattern, there could be the opportunity for increased separation between buildings and improvements in amenity, privacy and expanded outlook for buildings occupants. Residents would be able to look past other buildings rather than at them, enhancing views to the distance and into the landscape, rather than directly at adjoining building facades.

The Panel notes the comments made during the meeting about the consideration that had been given to relocating some upper floors from Stage 3 to form four levels of terracing at the lower levels. The reasoning for not pursuing this option related to the lack of efficiency in the floor plates and increased overshadowing of communal open space with no improvements to the street frontage. However, these alternatives in the building height and massing are not considered to be a sufficiently detailed exploration of options for distributing building height on the site. For these reasons the Panel recommends an exploration of the design quality and amenity implications of 'swapping' some of the tall buildings with shorter ones in a 'checkerboard' arrangement of higher and lower buildings across this very large site.

The Panel is also yet to be convinced of the approach to the urban character of the streetscapes. The approved plans for buildings B and C (currently under construction) show a clear street edge to Solent Circuit and a 'towers in a landscape setting' on Spurway Drive. For instance, the concept plans indicate that for the future stages, Spurway Drive will have street edge built form and Solent Circuit will have an irregular 'towers in landscape setting' that is likely to generate significant wind issues at the ground plane.

The Panel also encourages greater diversity in dwelling typology within the scheme, possibly the inclusion of terrace style dwellings on the lower levels of some buildings.

In addition, there is a case for further design work to be undertaken to further refine the heights of the five tallest buildings, noting they are only differentiated by 3 floor levels. This fails to present real diversity in building scale. Greater variety in height between tower structures would add to the dynamism of the precinct, given the tower structures a more informal skyline compared to what is now proposed.

The Panel notes that previous iterations of the master plan included rounded massing for the buildings, however the current scheme indicates rectilinear building massing which creates very different impacts on the skyline and the public realm. While the building placement has not changed in any significant way, the impact of the buildings and their perception as a continuous wall has become much more apparent. The Panel notes that this is a concept development application and that the envelopes shown are not the final building designs. It is anticipated that with the remaining flexibility in the planning controls and master plan, the future building massing will be more critically reviewed as there is flexibility to adjust building forms and designs to create more diversity in the buildings on the site.

The Panel raises the importance of the open space and the deep soil in the centre of the site but remains unconvinced that the only option to achieve the desired solar access is the arrangement of tall buildings that has been presented. The scheme evaluation provided in the presentation provides some options but does not make a genuine attempt to reconsider the building arrangement. The Panel strongly recommends optimising the amenity of the buildings to provide maximum benefit for the future residents of the apartments. The Panel notes that whilst the ADG minimum separation distance of 24 metres is achieved, in the context of Western Sydney achieving this minimum does not demonstrate an optimised or preferred urban design outcome, particularly between very tall built forms.

The size of this site presents a unique opportunity, and the Panel recommends further exploration of Alternative Scheme 2, noted as the 'checkerboard' option, as this increases the separation between buildings D, E and F from 25m to 75 metres, providing building occupants with the chance to look into the landscape, increased natural light and the advantage of looking past each other, rather than at each other. The Panel suggests that the minimally increased overshadowing impacts and effects on the landscaped open spaces are more than compensated for in improved apartment amenity and outlook, as well as in a better relationship between the building forms. Adjustments to the relevant building heights (up and down) should form part of the study, as this may help with wind/solar impacts and a more varied sky line profile.

3. Compliance

Clause 7.7 (4) of the Hills LEP requires the Panel to consider the following:

- (b) *whether the form, arrangement and external appearance of the development will improve the quality and amenity of the public domain,*
- (e) *the requirements of any development control plan to the extent that it is relevant to the proposed development.*
- (f) *how the development addresses the following matters—*
 - (viii) *the impact on, and any proposed improvements to, the public domain,*
 - (ix) *the configuration and design of public access areas, recreation areas and communal open space on the site and whether that design incorporates exemplary and innovative treatments,*

Development Control Plan

During earlier review meetings for this site, the Panel commented on the required DCP street setbacks; being a 10m setback to Solent Circuit and a 14m setback to Spurway Drive. The Panel's view is that these setbacks should be complied with in order to achieve stated objectives of the DCP controls regarding the landscape setting of Norwest Business Park, privacy for future residents in a parkland setting and to minimise the overshadowing of communal open space. During the meeting the Panel asked about proposed irregular encroachments into these setbacks and requested further explanation of the reasons for the proposed non-compliance.

The Panel notes the comments made during the meeting regarding the front setbacks being places for ornamental plantings and that they are largely not 'useable' spaces, also that the reduced front setbacks

have been designed to allow larger spaces to be formed within the site for significant planting and gardens for use by residents and visitors.

While the Panel appreciates the approach to providing a very high level of landscape design quality and a series of spaces for the communal open space areas in the site, this appears to be at the expense of planting significant canopy trees in the street setbacks. It is recommended that additional opportunities for planting of significant canopy trees and additional width for deep soil in the front setbacks be identified, particularly in the Spurway Drive frontage in front of buildings I and H. Development of a "street vision" for the two primary urban frontages should be considered.

Landscape Design and Communal Open Space

The Panel commends the Applicant on engaging the landscape architect for design and coordination of the public domain and landscape works. The landscape design strategy is promising at this early stage, and helps to mitigate some of the awkward building placements. The Panel notes the intent for the landscape to extend into the streetscape but would like to see more space allocated in the street setbacks.

The Panel continues to support the primacy of the public domain and the integration of landscape and reiterates the suggestion that the proposed front setbacks should be increased to facilitate street setback planting of canopy trees.

4. Sustainability and Environmental amenity

Clause 7.7 (4) of the Hills LEP requires the Panel to consider the following:

- (f) how the development addresses the following matters—*
- (x) the achievement of the principles of ecologically sustainable development,*

Ongoing design development work must integrate appropriate ESD initiatives. ADG sustainability criteria must be addressed during detailed design. Water sensitive urban design principles should inform landscape and public domain design.

The Panel supports the proposed all-electric strategy and a commitment to sustainable energy systems.

The Panel has no further comments regarding sustainability and environmental amenity.

5. Access and Legibility

Clause 7.7 (4) of the Hills LEP requires the Panel to consider the following:

- (f) how the development addresses the following matters—*
- (xi) pedestrian, cycle, vehicular and service access, circulation and requirements,*

The Panel notes that the landscape plans include a number of universally accessible pathways and connections through the site. Paths that enable pedestrian permeability through the site are encouraged, however any public access areas would need to be carefully designed to ensure there is appropriate privacy achieved for private communal open space areas, noting the publicly accessible paths often go through these areas.

The unfortunate ground level height differences between Stage 1 and Stage 2 is proposed to be managed via tiered landscaping, steps and retaining walls, with appropriate landscapes. This approach appears acceptable, however further details regarding the treatment of the level change will be required.

The driveway crossings appear to inhibit the landscape design, particularly the areas where driveways are very close together. This issue appears to arise because of the proximity of the taller buildings (C, D, E, F) to one another. The multiple driveway crossovers in close proximity could potentially be resolved if the highest density buildings were accessed from different streets.

The Panel has no further comments regarding access and legibility.

PANEL CONCLUSION

The Panel thanks the Applicant for presenting the response to the previous Panel comments.

The Panel supports the work that is being done in terms of its thoroughness, however there are still some matters, particularly building placement and massing where the Panel does not agree that the proposal realises the potential on this site for an optimum urban design outcome.

The Panel supports the primacy of the public domain and the landscape, and view this as an important asset to the scheme and the locality. The Panel does not agree that a reconsideration of building placement, form and massing will have such severe negative outcomes that it should not be further investigated.

The Panel is advisory only and subject to the recommendations below being addressed to the satisfaction of the Council assessment officer, this application need not return to the Panel:

- Review the placement of tall buildings along Solent Circuit. Examine options for adjusting building height and location between Spurway Drive and Solent Circuit, to better modulate the overall massing and improve apartment amenity and outlook.
- Review shadowing impacts to sites on the southern side of Solent Circuit.
- Review setbacks to street frontages with reference to DCP controls and landscape design.
- Examine opportunities for increasing genuine diversity of housing types across the site.
- Review extent of deep soil planting and maximise tree canopy, both within the site, and to the street frontages.
- Ensure diversity of architectural design by engagement of additional architectural practices for the detailed design of the various buildings, as has occurred in Stage 1.

ATTACHMENT X – APPLICANT’S RESPONSE TO DESIGN ADVISORY PANEL REPORT



26 August 2025

Our Ref: GLN 12492

The Hills Shire Council
3 Columbia Court
Norwest NSW 2153

Attention: Cynthia Dugan (cdugan@thehills.nsw.gov.au)

Dear Cynthia,

RE: Norwest Quarter Concept Development Application – Response to Design Advisory Panel Recommendations

Property: Lot 2107 DP1216268 40 Solent Circuit, Norwest and Lot 22 DP1034506 2-6 Maitland Place, Norwest

This letter has been prepared by GLN Planning Pty Ltd on behalf of Mulpha Norwest Pty Ltd to address the recommendations made in The Hills Design Advisory Panel (DAP) Meeting Report dated 9 July 2025 and in response to Council's email dated 8 August 2025.

The Norwest Quarter development site is located between Spurway Drive, Maitland Place, Solent Circuit, and Natura Rise. The site is located within 800-metres of Norwest Metro Station and approximately 35 kilometres north-west of the Sydney CBD in the emerging and vibrant centre of Norwest, within The Hills Shire Council.

The concept development application seeks the approval for a high-density mixed-use development at 40 Solent Circuit (Lot 2107 DP 1216268) and 2-6 Maitland Place (Lot 22 in DP 1034506), Norwest. The development will be constructed in five stages, with the first stage nearing completion. The overall development will comprise nine residential flat buildings with a total of 864 dwellings on 40 Solent Circuit and 71 dwellings on 2-6 Maitland Place. Buildings B, C, D, and I will include various non-residential elements to achieve an overall vision of creating a neighbourhood within the development, including restaurant/café and retail offerings, medical facilities, a childcare centre, and a swimming pool.

Specifically, this letter responds to the following recommendations made by the DAP –

1. Review the placement of tall buildings along Solent Circuit. Examine options for adjusting building height and location between Spurway Drive and Solent Circuit, to better modulate the overall massing and improve apartment amenity and outlook

Comment: The urban design report prepared by Terroir dated 9 July 2025 (Attachment 1) on behalf of Mulpha tabled at the DAP meeting has undertaken a review of the alternative built form arrangements on the site. Each option was analysed consistently using a set of evaluation criteria to assess the impacts and determine which would deliver the best outcome for the site. The four options for the arrangement of built form on the site include:

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1. **Current Scheme:** The current arrangement creates distinct zones along the northern (Spurway Drive) and southern (Solent Circuit) street frontages. This results in a row of taller buildings along Solent Circuit and lower-scale buildings along Spurway Drive.
2. **Alternative 1:** This arrangement explores increased setbacks along both the northern and southern boundaries. It provides compliant setbacks along Spurway Drive and introduces a break in the tower row on Solent Circuit, creating a visual pause in the streetscape.
3. **Alternative 2:** A checkerboard arrangement provides greater variety in the built form and streetscape along both the northern and southern boundary, where the Building E and H are swapped.
4. **Alternative 3:** To enhance the tapering form and strengthen the stepping skyline of towers whilst maintaining the current built form arrangement, this arrangement provides a significant decrease in the height of Building K and an increase in the height of Building G and H.



Source: Norwest Quarter Concept Masterplan DAP Meeting 03 – Design Response prepared by Terroir dated 9 July 2025 (Page 66)

Figure 1 Scheme Evaluation: Current and Three Alternative Schemes

The current scheme provides a superior design for the overall massing of buildings on the site. In addition, this scheme delivers the best outcome for centralised landscaping and common open space areas than the alternative schemes.

2. Review shadowing impacts to sites on the southern side of Solent Circuit

Comment: The four options for the arrangement of built form on the site have been analysed to assess the impact of overshadowing on surrounding commercial developments, particularly those located to the south of Solent Circuit. The impact on surrounding residential developments and the internal public domain has also been assessed. It should be noted that across Solent Circuit the development is predominantly commercial offices within a business park setting with car parking and landscaping within the building setbacks. The assessment of overshadowing impacts provides a ranking of low, medium, and high for each option.

The shadow diagrams below depict the extent of shadows occurring during mid-winter between 9am and 3pm with the perspective shown looking across Solent Circuit to the south.

As shown in Figure 2 below, the **current scheme's** impact on the overshadowing of surrounding **commercial sites** has been ranked as **medium**. The impact on surrounding **residential buildings** and the **internal public domain** has been ranked as **low**.



Source: Norwest Quarter Concept Masterplan DAP Meeting 03 – Design Response prepared by Terroir dated 9 July 2025 (Page 73)

Figure 2 Scheme Evaluation: Overshadowing – Current Scheme

The **first alternative scheme's** impact on the overshadowing of surrounding **commercial sites** has been ranked as **medium**. The impact on surrounding **residential buildings** has been ranked as **medium** and the impact on the **internal public domain** has been ranked as **low**.

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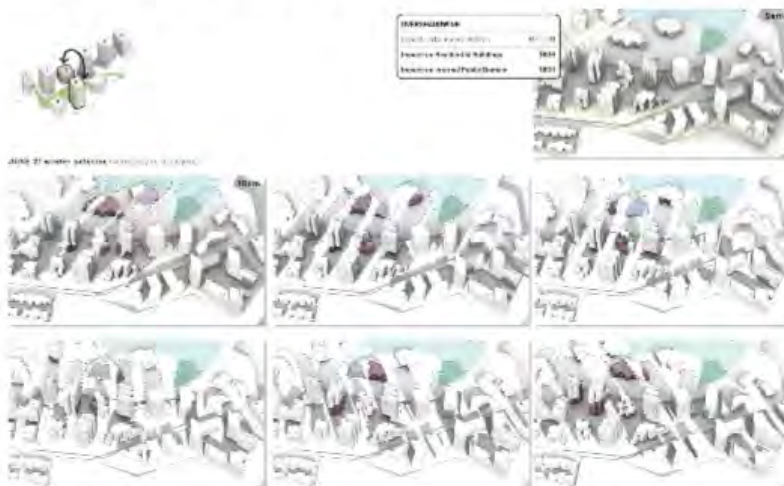
RE: Norwest Quarter Concept Development Application – Response to Design Advisory Panel Recommendations



Source: Norwest Quarter Concept Masterplan DAP Meeting 03 – Design Response prepared by Terroir dated 9 July 2025 (Page 74)

Figure 3 Scheme Evaluation: Overshadowing – Alternative Scheme 1

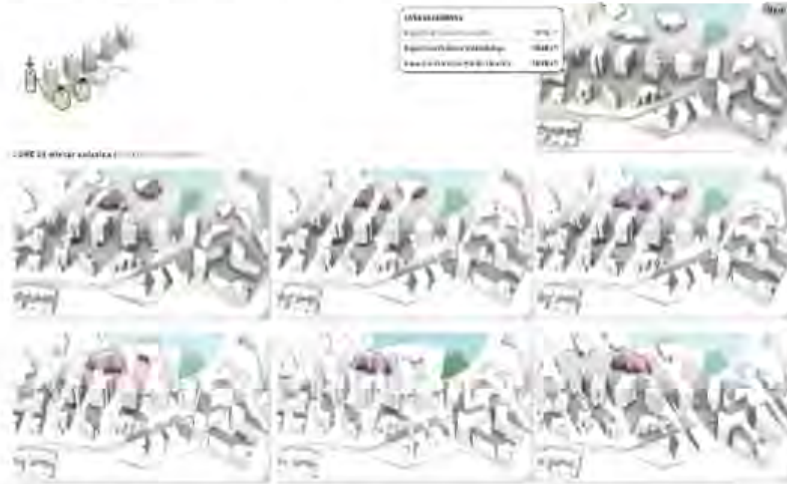
The **second alternative scheme's** impact on the overshadowing of surrounding **commercial sites** has been ranked as **medium**. The impact on surrounding **residential buildings** and the **internal public domain** has been ranked as **high**.



Source: Norwest Quarter Concept Masterplan DAP Meeting 03 – Design Response prepared by Terroir dated 9 July 2025 (Page 75)

Figure 4 Scheme Evaluation: Overshadowing – Alternative Scheme 2

The **third alternative scheme's** impact on the overshadowing of surrounding **commercial sites** has been ranked as **medium**. The impact on surrounding **residential buildings** and the **internal public domain** has also been ranked as **medium**.



Source: Norwest Quarter Concept Masterplan DAP Meeting 03 – Design Response prepared by Terroir dated 9 July 2025 (Page 76)

Figure 5 Scheme Evaluation: Overshadowing – Alternative Scheme 3

Overall, the current scheme delivers the best possible outcome for overshadowing to the south of the site across Solent Circuit. Under the current scheme, the impact on surrounding commercial sites has been ranked as medium and the impact on surrounding residential buildings and the internal public domain has been ranked as low.

3. Review setbacks to street frontages with reference to DCP controls and landscape design

Comment: The Hills Development Control Plan 2012 Part D Section 8 Norwest Town Centre Residential Development C. Setbacks requires the setbacks for Norwest Quarter to be as follows:

- Southern boundary (Solent Circuit) – 10 metres
- North boundary (Spurway Drive) – 14 metres
- East boundary (Maitland Place) – 12 metres
- West boundary (Natura Rise) – 12 metres

The criteria for the setbacks control specifies that "setbacks are to complement the Norwest Business Park setting and contribute to the landscaped character of the precinct while allowing flexibility in the siting of buildings". The setbacks proposed as part of the Concept Development Application are

in accordance with this objective, complementing the business park setting, providing extensive landscaping, and allowing for flexibility in the siting of buildings.

As shown in Figure 6, the Concept Development Application proposes a setbacks compliance scheme whereby the majority of the built form demonstrates compliance with the abovementioned setbacks. The portion of built form proposed to exceed the setbacks is complemented with an extension of open space to allow for additional landscaping surrounding the built form.



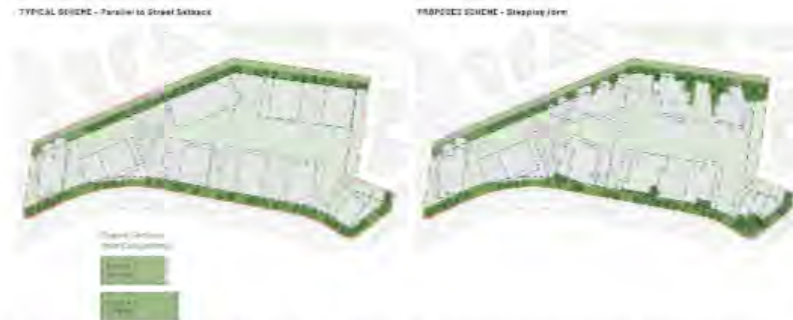
Source: Norwest Quarter Concept Masterplan DAP Meeting 03 – Design Response prepared by Terroir dated 9 July 2025 (Page 81)

Figure 6 Precinct Character: Setbacks

The urban design analysis has been prepared with consideration of the DCP setback arrangement, being consistent along the street edge. The built form arrangement for Norwest Quarter adopts a staggered setback arrangement across the site and in doing so, increases the average setback provided across the site compared to the typical setback arrangement. As shown in Figure 7, this allows for a series of landscaped pockets to be provided, enhancing the provision of tree canopy cover, maximising deep soil, and allowing for the integration of ecological components along the site boundaries.

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Source: Norwest Quarter Concept Masterplan DAP Meeting 03 – Design Response prepared by Terroir dated 9 July 2025
(Page 83)

Figure 7 Precinct Character: Setbacks

Figure 8 provides a comparison of the Concept Development Application with the previously approved planning proposal for the Norwest Quarter site. This comparison demonstrates that the setback arrangement has evolved over time and despite the Planning Proposal achieving the required setback arrangement, the **current scheme** provides a much better outcome than that of what was originally approved, maximising the deep soil and overall landscaping opportunities within these setbacks.



Source: Norwest Quarter Concept Masterplan DAP Meeting 03 – Design Response prepared by Terroir dated 9 July 2025 (Page 82)

Figure 8 Precinct Character: Setbacks

The setbacks, deep soil and landscaping treatment will be addressed within the detailed design of each stage of the development. This treatment will be consistent with what has been proposed in the Landscape and Public Domain Design Report prepared by Realm studios.

4. Examine opportunities for increasing genuine diversity of housing types across the site

Comment: The Concept Development Application for Norwest Quarter delivers a high-density mixed use residential development that incorporates non-residential uses. The proposed development provides a diversity of housing types across the site, with dwellings consisting of 1, 2, 3, and 4 bedrooms.

The amendments to The Hills LEP 2019 and site-specific DCP enable the development of up to 864 residential units, based on a maximum density stipulated in the DCP of 226 dwellings per hectare, across nine towers of various heights and an extensively landscaped ground plane.

Within the northern portion of Norwest Business Park, Mulpha has been responsible for the development of a range of sites providing a diversity of housing types, including townhouses, apartments, and towers. The Norwest Quarter site is located within the R4 High Density Residential zone and is guided by a specific planning framework that includes the Norwest Town Centre DCP and the previously approved Planning Proposal (5/2015/PLP) known as "The Greens". These controls explicitly contemplate higher density, tower form buildings along Solent Circuit and support the vision for a diverse, well-integrated, and mixed-use precinct.

Council has endorsed the proposed scale and built form of the proposed development through The Hills LEP and DCP, including building heights, FSR, and yield. As such, it is not appropriate to revisit the quantum of development permitted on this site.

The Concept Development Application for Norwest Quarter has been prepared to comply with The Hills LEP and DCP and the Apartment Design Guide (ADG), reflecting the permissible yield under the approved planning controls. The proposed development demonstrates a rigorous design-led approach that balances yield, amenity, landscape, and urban form.

5. Review extent of deep soil planting and maximise tree canopy, both within the site, and to the street frontages

Comment: The four options for the arrangement of built form on the site have been analysed to assess the deep soil and solar access outcomes to maximise the provision of deep soil planting, tree canopy cover, and overall landscaping across the site.

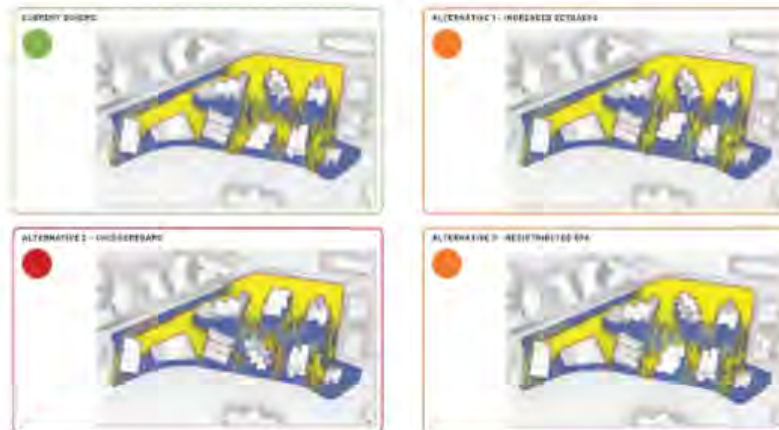
As shown in Figure 9, the impact on deep soil of the **current scheme**, **second alternative scheme**, and **third alternative scheme** is **minimal**, while the impact of the **first alternative scheme** is **significant**



Source: Norwest Quarter Concept Masterplan DAP Meeting 03 – Design Response prepared by Terroir dated 9 July 2025 (Page 72)

Figure 9 Scheme Evaluation: Deep Soil

As shown in Figure 10, the impact on solar access of the **current scheme** is **minimal**, the impact of the **first alternative scheme** is **moderate**, and the impact of the **second and third alternative scheme** is **significant**.



Source: Norwest Quarter Concept Masterplan DAP Meeting 03 – Design Response prepared by Terroir dated 9 July 2025 (Page 71)

Figure 10 Scheme Evaluation: Solar Access to Ground Plane

Overall, the current scheme delivers the best possible outcome for solar access, deep soil planting, tree canopy cover, and landscaping across the site.

6. Ensure diversity of architectural design by engagement of additional architectural practices for the detailed design of the various buildings, as has occurred in Stage 1

Comment: The Concept Development Application for Norwest Quarter represents a continuation of the architectural design excellence achieved in Stage 1, featuring buildings by Bates Smart and Smart Design Studio which are nearing completion. To continue achieving architectural design excellence, a design competition will occur for each stage, with SJB already engaged to deliver Buildings D and I as part of Stage 2 of the Norwest Quarter development. The proposal embodies best-practice urban design; it creates legible pedestrian networks, supports passive surveillance, maximises amenity through building separation, and fosters a genuinely community-oriented environment.

The urban design analysis has undergone a thorough evaluation of the alternative schemes for the built form arrangement on the Norwest Quarter site. The Concept Development Application represents the best design excellence outcome for the site, having regard to the communal open space, landscape treatment, solar access, building massing, amenity, and community expectations. The proposed development embodies best-practice urban design, creating legible pedestrian networks, supporting passive surveillance, maximising amenity through building separation, and fostering a genuine and community-oriented built form that integrates into the natural environment.



Source: Norwest Quarter Concept Masterplan DAP Meeting 03 – Design Response prepared by Terroir dated 9 July 2025 (Page 77)

Figure 11 Scheme Evaluation: Options Evaluation

Figure 11 demonstrates the assessment outcomes of the current scheme as being superior compared with that of the three alternative schemes. A rating from poor through to excellent has been allocated to the outcomes of each scheme against the evaluation criteria, being urban form, landscape potential, compliance, and views.

In summary, the current scheme for the built form proposed in the Concept Development Application for Norwest Quarter delivers the best possible outcome for the site, with consideration of urban form, landscape potential, compliance, and views.

The proposed scheme for the Concept Development Application demonstrates the following:

- The current scheme adequately addresses the criteria set out under **Clause 7.7 Design excellence of The Hills LEP 2019**.
- **Maximised Solar Access and Open Space** – Placing taller buildings on Solent Circuit ensures a sunlit centre landscape that acts as the communal heart of the precinct. Relocating these towers to Spurway Drive as reflected in the "checkerboard" approach would result in significant overshadowing, diminishing usability and landscape quality.
- **Continuous Deep Soil and Ecological Integrity** – The current arrangement allows for extensive deep soil zones and uninterrupted landscape connectivity. An alternative "checkerboard" arrangement would fragment this and reduce biodiversity outcomes.
- **Minimised External Impacts** – Increasing the building height of towers on Spurway Drive would directly affect view corridors to the golf course and materially reduce solar access to

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key dwellings. As such, this strategy has not been chosen for the current scheme, in order to maximise view corridors and solar access across the site.

- **DCP Compliance with Improved Streetscape Outcomes** – The variegated façade along Spurway Drive delivers a superior built edge, offering articulation, increased landscaping, and stronger address identity compared with a flat façade.
- **Precedent and Strategic Consistency** – The proposed pattern of massing is consistent with previously supported and approved outcomes, both within Norwest Quarter (Stage 1) and in other comparable projects i.e. the adjoining Sekisui development on Spurway Drive.

If you have any questions regarding the above matters, please do not hesitate to contact me on 0434 317 711 or by email at peterlee@glnplanning.com.au

Yours faithfully,

GLN PLANNING PTY LTD



PETER LEE
PRINCIPAL PLANNER

Attachments

1. Norwest Quarter Concept Masterplan DAP Meeting 03 – Design Response prepared by Terroir dated 9 July 2025 (previously submitted)

ATTACHMENT Y – LOCAL VOLUNTARY PLANNING AGREEMENT



Voluntary Planning Agreement

February 2020

PLANNING AGREEMENT

BETWEEN

Mulpha Norwest Pty Ltd (ABN 27 000 004 633)

AND

The Hills Shire Council

FOR

Part 40 Solent Circuit
Norwest NSW 2153

Lot 2107 DP 1216268

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Summary Sheet

Council	Name	The Hills Shire Council
	Address	3 Columbia Court NORWEST NSW 2153
	Telephone	(02) 9843 0555
	Facsimile	(02) 9843 0409
	Email	council@thehills.nsw.gov.au
	Representative	Mr Michael Edgar – General Manager
Developer	Name	Mulpha Norwest Pty Ltd ABN 27 000 004 633)
	Address	99 Macquarie Street, Sydney NSW
	Telephone	02 9239 5500
	Facsimile	02 9270 6199
	Email	enquiry@mulpha.com.au
	Representative	Mr Tim Spencer - Executive General Manager
Land	Lot 2107 DP 1216268	
Planning Proposal	The Proposal (5/2015/PLP) to amend The Hills Local Environmental Plan 2019, as it relates to the Land, to:	
	• Permit additional land uses on the Land zoned R4 High Density Residential namely uses permitted in the B1 Neighbourhood Centres Zone - business premises, child care centres, health consulting rooms, medical centres, recreation facilities (indoors), restaurants, cafes and shops; • Increase the maximum permissible building height from RL 116 metres to RL 176 metres; and • Provide a maximum permissible floor space ratio (FSR) of 2.9:1 on the Land.	
Proposed Development	The development of the Land is for the purposes of:-	
	• Provision for approximately 864 residential apartments in nine towers, with construction to generally be undertaken in accordance with the Staging Plan	



Public Access Lands	See Schedule 1
Works	See Schedule 1
Monetary Contributions	See Schedule 1
Security Amount	Not Applicable -- See Clause 20
Application of S7.11 S7.12 and S7.24 of the Act	Not Applicable -- See Clause 22
Registration	Applicable -- See Clause 28

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Planning Agreement

Dated February 2020

Parties

The Hills Shire Council ABN 25 034 494 656 of 3 Columbia Court, Norwest, New South Wales 2153 (**Council**)

Mulpha Norwest Pty Ltd ABN 27 000 004 633 of 99 Macquarie Street Sydney New South Wales 2000 (**Developer**)

Background

- A. Council is the consent authority pursuant to the *Environmental Planning and Assessment Act 1979 (NSW) (Act)* for the Proposed Development.
- B. The Developer is the owner of the Land and has lodged a Planning Proposal with Council in respect of the Land. Upon approval of the Planning Proposal, the Developer proposes to lodge a Development Application in respect of the Land.
- C. The Developer offers to:
 - (a) provide public access to the Public Access Land known as 'The Hub' which will be landscaped and embellished providing public access with a pedestrian link, water play, community gardens adjacent to feature stream, café terrace, restaurants and seating;
 - (b) carry out all necessary works for the installation of traffic lights at Solent Circuit (east) and provide lighting and security for public areas around Norwest Lake; and
 - (c) pay the Monetary Contributions to Council for additional active open space, landscaping, community and pedestrian/cycleway facilities, traffic lights at the intersection of Norwest Boulevard and Solent Circuit (west), and for land acquisition and works.

in accordance with the terms set out in this Agreement.

Operative provisions

1. Defined meanings

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation Clause 31 of this Agreement.

2. Planning agreement under the Act

The Parties agree that this Agreement is a planning agreement within the meaning of **subdivision 2, Division 7.1, Part 7** of the Act.

3. **Application of this document**

This Agreement is made in respect of the Proposed Development, including Staged Development Applications, Development Applications and any other Development Applications required for the Proposed Development, and applies to the Land.

4. **No restriction on Council's Powers**

This Agreement or anything done under this Agreement:

- (a) is not to be taken as approval or consent by Council as a regulatory authority; and
- (b) does not in any way inhibit, deter or prejudice Council in the proper exercise of its functions, duties or powers,

pursuant to any legislation including the Act, the *Roads Act, 1993* (NSW) and the *Local Government Act 1993* (NSW).

5. **Operation of this Agreement**

5.1 The planning agreement operates when:

- (a) The Land is rezoned in order to allow for the Proposed Development to be carried out and the amending Local Environmental Plan is published on the NSW Legislation Website, and
- (b) Development Consent is granted for the Proposed Development.

5.2 When this Agreement operates it is a binding contract between the parties.

6. **Public Access Lands**

6.1 The Developer must at its cost register the appropriate encumbrance on title creating easements for public access over the Public Access Lands on the Hand-Over Date.

6.2 The Council acknowledges and agrees that any dimensions and location of Public Access Lands as at the date of this Agreement, as indicated in Schedule 1, are approximate only and will be finalised upon submission of the relevant Development Application by the Developer to Council.

7. **Obligation to Carry Out Works**

7.1 The Developer is to carry out and complete the Works in Schedule 1 on the Land at the locations shown on the Location Plan in Schedule 2, and generally in accordance with the program of works provided for in the Staging Plan in Schedule 3.

7.2 The Developer's obligation under clause 7.1 exists irrespective of whether the Developer:

- (a) carries out the Works itself, or
- (b) enters into an agreement with another person under which the other person carries out the Works on the Developer's behalf.

- 7.3 Before the Developer commences an Item of Works, the Developer will, at its own cost, prepare and submit to the Council or a person specified by the Council, detailed plans and specifications in relation to the Item of Works.
- 7.4 Council, acting reasonably, may request that the Developer amend the detailed plans and specifications, and if it makes that request, the Developer must amend and resubmit the detailed plans and specifications with Council for approval under this clause.
- 7.5 The Developer is not to commence an Item of Works unless the Council or the person specified by the Council has given the Developer written approval of the plans and specifications relating to the Item of Works.
- 7.6 The Developer is to carry out and complete all Works in a good and workmanlike manner having regard to the intended purpose of the Works and otherwise to the satisfaction of Council, acting reasonably, in accordance with:
- (a) the Development Consent; and
 - (b) all applicable laws, including those relating to occupational health and safety; and
 - (c) this Agreement to the extent that it is not inconsistent with the Development Consent or an applicable law; and
 - (d) the written approval given under clause 7.5.
- 7.7 In the event of an inconsistency between this Agreement and the Development Consent or any applicable law, the Development Consent or the law prevails to the extent of the inconsistency.
- 7.8 It is the Developer's responsibility to ensure that everything necessary for the proper performance of its obligations under this Agreement is supplied or made available.
- 7.9 Each Item of Works is to be Handed-Over to the Council
- (a) by no later than the Hand-Over Date for the Item of Works, and
 - (b) otherwise in accordance with this Agreement.

8. Staging of Works

The Proposed Development, including the preparation and lodgement of the relevant Development Applications, will generally be undertaken in accordance with the Staging Plan provided for at Schedule 3 of this Agreement.

If, due to market conditions and/or development factors at the relevant time, the Developer may, at its discretion, vary the terms of the Staging Plan if it considers reasonably necessary. The Council cannot unreasonably withhold any relevant consent, or object to such a variation. The Developer must, if so requested by the Council, provide evidence of the market conditions or other such legitimate factors that support the subject variation of the Staging Plan.

9. Ownership of Works

- 9.1 Ownership of the Works is transferred to Council on Hand-Over and nothing in, or done under, this Agreement gives the Developer, after Hand-Over any right, title or interest in the Works.

10. Access to the Land and location of Works

- 10.1 The Developer is to permit the Council, its officers, employees, agents and contractors to enter the Land at any time, upon giving reasonable, and no less than 7 days, prior notice in writing, in order to inspect, examine or test any Item of Works.
- 10.2 In the event that the Works are located on land owned by the Developer, other than the Land, Council land or a public road, the Developer is to permit the Council, its officers, employees, agents and contractors access to that land.

11. Protection of People, Property and the Environment

- 11.1 The Developer is to ensure in relation to the carrying out of the Works that:
- (a) all reasonable measures are taken to protect people, property and the Environment;
 - (b) unnecessary interference with the passage of people and vehicles is avoided;
 - (c) nuisances and unreasonable noise and disturbances are avoided; and
 - (d) all relevant laws and regulations with respect to water, air, noise and land pollution (including 'pollution incidents') as defined under the *Protection of the Environment Operations Act 1997* (NSW) are adhered to.

12. Damage and Repairs to the Works

- 12.1 The Developer, at its own cost, is to repair and make good to the satisfaction of the Council, acting reasonably, any loss or damage to the Works which occurs prior to the date on which the Works are Hand-Over to the Council.

13. Variation of Works

- 13.1 The Works are not to be varied by the Developer unless:
- (a) the Parties agree in writing to the variation; and
 - (b) any consent or approval required under the Act or any other law to the variation is first obtained; and
 - (c) the Developer bears all of the Council's reasonable costs of and incidental to agreeing to and approving the variation, except in respect of any variation arising in accordance with Clause 13.3 of this Agreement.
- 13.2 For the purposes of clause 13.1(a) a variation may relate to any matter in relation to the Works that is dealt with by this Agreement.
- 13.3 If Council requests a variation to the Works after Council has given its written approval under clause 7, then the Council shall be liable to pay to the Developer an

amount equal to the increase in the costs of completing the Works, which results from the variation requested by the Council.

13.4 Council shall repay the amount referred to in clause 13.3 to the Developer after the Works are complete, and within 28 days of receipt of:

- (a) a tax invoice for the amount claimed by the Developer; and
- (b) documentation which demonstrates to Council's satisfaction, acting reasonably, that the increase in costs is a result of the variation requested by the Council.

14. Hand-Over of Works

14.1 The Developer is to give the Council not less than 20 days written notice of:

- (a) the date on which it proposes to Hand-Over any Works to the Council, being a date not later than the Hand-Over Date; and
- (b) the Items of Work the subject of the notice.

14.2 The Council may, at any time before the date specified in the notice referred to in clause 14.1(a), direct the Developer in writing:

- (a) to carry out certain work reasonably necessary for the Works to be completed in accordance with the approval referred to in clause 7.5 of this Agreement, before it is Handed-Over to the Council; and
- (b) to Hand-Over the Works to the Council by a specified date, irrespective of whether that date is later than the Hand-Over Date.

14.3 The Developer is to comply with a direction according to its terms and at the Developer's own cost.

14.4 Before the Works are Handed-Over to the Council, the Developer is to remove from the Land:

- (a) any rubbish or surplus material; and
- (b) any temporary works; and
- (c) any construction plant and equipment, relating to the carrying out of the Works as the case requires.

14.5 The Works are taken to be Handed-Over to the Council when the Developer has completed the Works in accordance with its obligations under this Agreement and gives the Council written notice to that effect and Council confirms in writing that the Works have been completed in accordance with this Agreement.

15. Failure to Carry Out and Hand-Over Works

15.1 The parties agree that the Hand-Over Date may be extended due to:

- (a) any Force Majeure Event.

- (b) any delay caused by any civil commotion, riot or industrial action beyond the control of the Owner or the Developer which prevents the development the subject of this Agreement from proceeding;
 - (c) any delay caused by court order, including an injunction;
 - (d) any delay caused by the bankruptcy or insolvency of any contractor or sub-contractor engaged by Developer for the purpose of the works the subject of this Agreement;
 - (e) any reasonable delay caused by rain, wind or incremental weather;
 - (f) any delay arising for any amendment to the law governing this Agreement;
 - (g) any delay arising from any reasonable request for an extension of term to any building contract between the Developer and any contractor or sub-contractor entered into to carry out the works the subject of this Agreement;
 - (h) any delay arising from any reasonable suspension by the Developer or any contractor or sub-contractor hired to carry out the works the subject of this Agreement;
 - (i) any delay caused by any act or omission of a contractor or sub-contractor engaged by the Developer to carry out the works the subject of this Agreement;
 - (j) any delays on the part of any government authority (including the Council) in granting any approval, consent, licence or permit necessary for the Works to be completed; or
 - (k) any direction the Council gives extending the Hand-Over Date.
- 15.2 If the Council considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of the Works, the Council must give the Developer a notice requiring:
- (a) the breach to be rectified to the Council's satisfaction; or
 - (b) the carrying out of the Works to immediately cease, except in relation to the rectification of the breach, and the breach to be remedied to the Council's satisfaction.
- 15.3 A notice given under clause 15.2 is to allow the Developer a reasonable period (and in any case not less than 60 days) to remedy the breach.
- 15.4 If the Developer fails to remedy the breach the subject of a notice given under clause 15.2, the Council may carry out and complete or make safe the Works.
- 15.5 Despite clauses 15.2, 15.3 and 15.4 of this Agreement, if urgent action is necessary to protect the Works, other property or people and the Developer fails to take the action then, in addition to any other remedies of the Council, the Council may take the necessary action without the need to provide notice (although Council will use all reasonable endeavours to provide a reasonable amount of notice in the circumstances).
- 15.6 For the purposes of clause 15.4 and clause 15.5:
- (a) the Developer must allow the Council, its servants, agents and contractors to enter the Land for the purpose of completing the Works; and

- (b) the costs incurred by the Council in carrying out, completing, or making safe the Works or taking the necessary action, may be recovered by the Council from the Developer as a debt due in a court of competent jurisdiction.

16. Works-As-Executed-Plan

- 16.1 No later than 60 days after a notice is given under clause 14.5, the Developer is to submit to the Council a Full Works-As-Executed-Plan in respect of the Works the subject of the notice.
- 16.2 The Developer shall provide with the Works-as-Executed Plan(s) all appropriate certificates to verify that the Works have been carried out in accordance with relevant standards.

17. Rectification of Defects

- 17.1 During the Defects Liability Period the Council may give to the Developer a Rectification Notice in relation to the Works specifying:
 - (a) the Works requiring rectification;
 - (b) the action required to be undertaken by the Developer to rectify those Works; and
 - (c) the date on which those Works are to be rectified, being a reasonable time after the Rectification Notice is given to the Developer having regard to the scope, nature and extent of Works requiring rectification.
- 17.2 The Developer must comply with a Rectification Notice at its own cost according to the terms of the Notice.
- 17.3 When the Developer considers that rectification is complete, the Developer may give to the Council a Rectification Certificate relating to the Works the subject of the relevant Rectification Notice.
- 17.4 A Rectification Certificate discharges the Developer from any further obligation to comply with the relevant Rectification Notice.
- 17.5 If the Developer does not comply with a Rectification Notice, the Council may do such things as are necessary to rectify the defect

18. Cost of Works carried out by the Council

- 18.1 The Parties acknowledge and agree that where, in accordance with this Agreement, the Council incurs a cost in carrying out, completing or rectifying a defect in the Works, the Council may recover from the Developer in a court of competent jurisdiction its full costs.
- 18.2 The Council's costs of carrying out, completing or rectifying the Works in accordance with this Agreement include:
 - (a) the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose;
 - (b) all fees and charges necessarily or reasonably incurred by the Council in order to have the Works carried out, completed, made safe or rectified, and

- (c) without limiting the generality of the preceding sub-clause, all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's failure to comply with this Agreement.

19. Indemnity and Insurance

19.1 The Developer is to take out and keep current the following insurances in relation to the Works up until the relevant date of Hand-Over to Council:

- (a) contract works insurance, noting the 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 \$10,000,000 for a single occurrence, which covers the 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

19.2 If the Developer fails to comply with clause 19.1, the 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 the Council and may be recovered by the Council as it deems appropriate including:

- (a) recovery as a debt due in a court of competent jurisdiction.

19.3 The Developer is not to commence to carry out the Works unless it has first provided written evidence to the Council of all the insurances specified in clause 19.1.

20. Provision of Security

20.1 This clause does not apply if:

- (a) the Summary Sheet at the front of this Agreement contains the words "Not Applicable" in relation to the Security Amount.

21. Monetary Contributions

21.1 Payment

The Developer must pay the Monetary Contributions on or before the date for payment specified in Column 3 of Schedule 1. Payment of the Monetary Contributions may be made by cheque or electronic bank transfer to Council's nominated bank account.

21.2 Annual Increases

On each anniversary of the date the amending Local Environmental Plan (giving effect to the Planning Proposal) is published on the NSW Legislation Website, the Monetary Contribution applicable immediately prior to that anniversary will be increased in accordance with the Relevant Index. The increased Monetary Contributions will be the Monetary Contributions in the subsequent 12 months.

21.3 Public Purpose

- (a) The Monetary Contributions are required for the funding of the provision of new infrastructure and improvements, as determined by the General Manager of Council from time to time and Council will apply the Monetary Contributions for those purposes. The description and location of the works specified in Columns 1 and 2 of Schedule 1 are for indicative purposes only and Council may, at its full discretion, apply the Monetary Contributions towards any works (or land acquisition) for a public purpose which it deems appropriate to service new development within the Norwest Station Precinct.
- (b) Clause 21.3(a) shall not apply to the Monetary Contributions identified in Schedule 1 as 'Monetary Contribution towards regional road and transport infrastructure'. Those Monetary Contributions are to be held and maintained by the Council until such time as they are called upon by Transport for New South Wales, at which time the Council must duly transfer those moneys into an account specified in writing by Transport for New South Wales, so that they may be applied towards the public purpose of funding any regional road and transport infrastructure within The Hills Shire Council Local Government Area, as determined at the absolute discretion of Transport for New South Wales.

21.4 Pro Rata Increase of Monetary Contributions

In the event that the Proposed Development approved under the Development Consent achieves a yield in excess of 864 residential apartments (**Approved Apartments**) the Monetary Contributions payable by the Developer in accordance with this Agreement will increase on a pro rata basis (**Increased Monetary Contribution**) using the following formula:

$$\text{Increased Monetary Contribution} = (\text{Contribution Value} \div 864) \times \text{number of Approved Apartments}$$

22. Application of sections 7.11, 7.12 and 7.24 of the Act

- 22.1 For the purpose of section 7.4(5) of the Act, this Agreement excludes the application of sections 7.11 and 7.12 of the Act in relation to the Development Application for the Proposed Development.

23. Termination

23.1 Planning Proposal

This Agreement will terminate in the event that Local Environmental Plan which applies to the Land is not amended generally in accordance with the Planning Proposal.

23.2 Development Consents

If Development Consent is granted by the Council with respect to the Development Application, this document terminates with respect to that particular Development Consent:

- (a) on the lapse of the Development Consent; or
- (b) on the formal surrender of the Development Consent; or

- (c) on the final determination by a Court of competent jurisdiction issuing a declaration that the Development Consent is invalid.

24. Consequences

- 24.1 On the date of termination or rescission of this Agreement, subject to the following sub-paragraphs each party releases each other party from any obligation to perform any term, or any liability arising out of, this document after the date termination.
- 24.2 Termination or rescission of this Agreement does not release either party from any obligation or liability arising under this document before termination or rescission.

25. Private Certifiers

Where Council is not the certifying authority for any aspect of the Proposed Development the Developer must on the appointment of a private certifier provide a copy of this Agreement to the private certifier.

26. Dispute Resolution

26.1 Notice of Dispute

If a party claims that a dispute has arisen under this Agreement (**Claimant**), it must give written notice to the other party (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**). No party may start court proceedings (except for proceedings seeking interlocutory relief) in respect of a dispute unless it has first complied with this clause 26.1.

26.2 Response to Notice

Within 10 business days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

26.3 Negotiation

The nominated representative must:

- i. meet to discuss the matter in good faith within 5 business days after service by the Respondent of notice of its representative; and
- ii. use reasonable endeavours to settle or resolve the dispute within 15 business days after they have met.

26.4 Further Notice if Not Settled

If the dispute is not resolved within 15 business days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Dispute Notice**) by mediation under clause 26.5.

26.5 Mediation

If a party gives a Dispute Notice calling for the dispute to be mediated:

- a) the parties must agree to the terms of reference of the mediation within 3 business days of the receipt of the Dispute Notice (the terms will include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply).

- b) the Mediator will be agreed between the parties, or failing agreement within 3 business days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- c) the Mediator appointed pursuant to this clause 26.5 must:
 - i. have reasonable qualifications and practical experience in the area of the dispute; and
 - ii. have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- d) the Mediator will be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- e) the parties must within 5 business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;
- f) the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- g) must convene and attend the mediation within 21 days of the date of the Dispute Notice;
- h) in relation to costs and expenses:
 - i. each party will bear their own professional and expert costs incurred in connection with the mediation; and
 - ii. the costs of the Mediator will be shared equally by the parties unless the Mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the Mediator may require the full costs of the mediation to be borne by that party.

26.6 Litigation

If the dispute is not finally resolved in accordance with this clause 26, either party is at liberty to litigate the dispute.

26.7 Continue to Perform Obligations

Each party must continue to perform its obligations under this document, despite the existence of a dispute.

27. Registration of document on Title

27.1 Acknowledgement

The Developer acknowledges that Council intends to register this document under section 7.6 of the Act on the Land and on registration by the Registrar-General the document will be binding on and enforceable against the owners of the Land from time to time as if each owner for the time being had entered into this document.

27.2 Consents to Registration

This Agreement must be registered on the title of the Land as soon as practicable after it is made. Each Party must promptly execute any document and perform any action necessary to effect the registration of this Agreement on the title of the Land.

27.3 Release from Registration

Council will at the request of the Developer execute and provide any necessary document (in registrable form) and perform any action necessary to remove this Agreement from the title of the Land where the Development Contributions have been made (including completion of the Works); no other money is owing to Council under this Agreement and the Developer is not in breach of any of its obligations under this Agreement.

27.4 Registration Expenses

The Developer must pay Council's reasonable expenses including registration fees, any stamp duty, for the registration of this document and the subsequent removal of registration.

28. Costs

The Developer will bear all of Council's reasonable costs associated with the negotiation, preparation, exhibition, legal review, execution and registration of this Agreement.

29. GST

- 29.1 If any payment made by one party to any other party under or relating to this document constitutes consideration for a taxable supply for the purposes of GST or any similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply. This provision is subject to any other agreement regarding the payment of GST on specific supplies, and includes payments for supplies relating to the breach or termination of, and indemnities arising from, this document.

30. General

30.1 Assignment

- (a) The Developer must not transfer any right or liability under this Agreement without the prior consent of Council. This clause 30.1(a) will not operate in the event that the Developer enters into a contract of the sale of the Land the subject of this Agreement, and this Agreement has been registered on title in accordance with clause 27 of this Agreement.
- (b) In the event that the Developer enters into a contract for the sale of the Land the subject of the Development Consent, the Developer (as vendor) shall disclose to the purchaser the existence of this Agreement.

30.2 Governing law and jurisdiction

- (a) This Agreement is governed by and construed under the law in the State of New South Wales.

- (b) Any legal action in relation to this document against any party or its property may be brought in any court of competent jurisdiction in the State of New South Wales.
- (c) Each party by execution of this document irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

30.3 Amendments

Any variation or amendment to this Agreement has no force or effect, unless documented in writing and executed by the parties.

30.4 Pre-contractual negotiation

This document:

- (a) expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement, and
- (b) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to that subject matter or any term of that agreement.

30.5 Further assurance

Each party must execute any document and perform any action necessary to give full effect to this Agreement, whether before or after performance of this document.

30.6 Continuing performance

- (a) The provisions of this Agreement do not merge with any action performed or document executed by any party for the purposes of performance of this document.
- (b) Any representation in this Agreement survives the execution of any document for the purposes of, and continues after, performance of this document.
- (c) Any indemnity agreed by any party under this document:
 - (i) constitutes a liability of that party separate and independent from any other liability of that party under this document or any other agreement; and
 - (ii) survives and continues after performance of this document.

30.7 Waivers

Any failure by any party to exercise any right under this Agreement does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

30.8 Remedies

The rights of a party under this Agreement are cumulative and not exclusive of any rights provided by law.

30.9 Counterparts

This Agreement may be executed in any number of counterparts and exchanged electronically, all of which taken together are deemed to constitute one and the same document.

30.10 Party acting as trustee

If a party enters into this Agreement as trustee of a trust, that party and its successors as trustee of the trust will be liable under this Agreement in its own right and as trustee of the trust. Nothing releases the party from any liability in its personal capacity. The party warrants that at the date of this Agreement:

- (a) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the party as trustee and have not been varied or revoked and the trust is a valid and subsisting trust;
- (b) the party is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this document on behalf of the trust and that this document is being executed and entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust; and
- (c) no restriction on the party's right of indemnity out of or lien over the trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.

30.11 Representations and warranties

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

30.12 Severability

If a clause or part of a clause of this Agreement 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. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as severed from this Agreement but does not affect the validity of the remaining Agreement.

31. Definitions and interpretation

31.1 In this document unless the context otherwise requires:

Act means the *Environmental Planning and Assessment Act 1979* (NSW)

Agreement means this Planning Agreement.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales;

Construction Certificate has the same meaning as in the Act;

Contribution Value means the amount specified in Column 5 of Schedule 1.

Dedication means the creation or transfer of an estate in fee simple at no cost to Council.

Development Application means a development application made under Part 4 of the Act for the Proposed Development.

Development Consent means a development consent granted by the Council under section 4.16 of the Act for the Proposed Development.

Development Contributions means the Monetary Contributions, dedication of land or the provision of a material public benefit including the Works, under this Agreement and as set out in Schedule 1.

Defects Liability Period means the period specified in Column 4 of Schedule 1 in relation to the Works specified in Column 1 of that Schedule commencing on the date a Hand-Over Notice is given in relation to those Works.

Encumbrance includes any mortgage or charge, lease, (or other right of occupancy) easement, or profit a prendre.

Environment has the same meaning as set out in the Dictionary to the *Protection of the Environment Operations Act 1997* (NSW).

Force Majeure Event means any event or circumstance, or a combination of events or circumstances:

- (a) which arises from a cause beyond the reasonable control of a party, including:
 - (i) an act of God;
 - (ii) strike, lockout, other industrial disturbance or labour difficulty;
 - (iii) war (declared or undeclared), act of public enemy, blockade, revolution, riot, insurrection, civil commotion;
 - (iv) lightning, storm, flood, fire, earthquake, explosion, epidemic, quarantine;
 - (v) embargo, unavailability of any essential equipment or materials, unavoidable accident, lack of transportation; or
 - (vi) anything done or not done by or to a person, except the party relying on force majeure;
- (b) which the Developer takes all reasonable precautions to protect itself against, and uses all reasonable endeavours to mitigate the consequences of (which does not require the Developer to settle a labour dispute if, in the Developer's opinion, that is not in its best interests); and
- (c) which the Developer notifies the Council of, as soon as practicable after becoming aware of the event or circumstance.

GST means any tax, levy, charge or impost implemented under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act.

Hand-Over means the hand-over to the Council of the Works in accordance with this Agreement.

Hand-Over Date means the date specified in Column 3 of Schedule 1 in relation to the Works specified in Column 1 of that Schedule corresponding to that date, subject to any extension of that date.

Hand-Over Notice means a notice issued by the Council under clause 14.

Item of Works means an item of the Works.

Land means the land specified in the Summary Sheet.

Location Plan means the plans contained in Schedule 2

Monetary Contributions means the monetary contributions specified in Schedule 1.

Party means a party to this document, including their successors and assigns.

Planning Proposal means the 'Planning Proposal' specified in the Summary Sheet

Proposed Development means the 'Proposed Development' specified in the Summary Sheet.

Public Access Land means any parcel of land identified in Schedule 1 of this Planning Agreement as 'Public Access Land' and which will be burdened by a restriction of title permitting public access.

Rectification Certificate means a compliance certificate within the meaning of section 6.4(e) of the Act to the effect that work the subject of a Rectification Notice has been completed in accordance with the notice.

Rectification Notice means a notice in writing that identifies a defect in the Works and requires rectification of the defect within a specified period of time.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Relevant Index means the index specified in column 6 of Schedule 1.

Staging Plan means the plan contained in Schedule 3. The Staging Plan contained in Schedule 3 is indicative for the purpose of clarifying the timing identified in Column 3 of Schedule 1 of this Agreement only.

Works means the works specified or described of Schedule 1 and includes any Item of Works and any part of any Item of Works.

Works-As-Executed-Plan means detailed plans and specifications of the completed Works.

31.2 Interpretation

In this document unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;

- (c) words denoting any gender include all genders;
- (d) reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (f) any reference to a party to this document includes its successors and permitted assigns;
- (g) any reference to a provision of an Act or Regulation is a reference to that provision as at the date of this document;
- (h) any reference to any agreement or document includes that agreement or document as amended at any time;
- (i) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (j) the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;
- (k) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (l) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
- (m) reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document;
- (n) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;
- (o) when a thing is required to be done or money required to be paid under this document on a day which is not a Business Day, the thing must be done and the money paid on the immediately following Business Day; and
- (p) reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

SCHEDULE 1 Development Contributions

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Items of Works	Area	Hand-Over Date (or date of payment for Monetary Contributions)	Defects Liability Period	Contribution Value	Indexation source (for purposes of Clause 21.2)
Public Access Land					
'The Hub' publicly accessible space – public access easement	Area to be defined with Development Application for buildings B and C – stage 1 (not less than 2,000m ²)	Registration of easement prior to issue of buildings B and C – stage 1 occupation certificate	N/A	Contribution to public amenity – through site link and pedestrian connectivity	N/A
Works					
Norwest Lake lighting & security	A minimum of 20 smart light poles around Norwest Lake covering the pedestrian boardwalk, paths and public domain areas. The smart poles shall, at a minimum, include Smart Wireless LED Street Area Lighting, 4G/5G and WIFI connectivity, CCTV, Power Outlets, Signage and capacity for additional functions over time.	Prior to Construction Certificate for stage 1	12 months from Hand-Over Date	\$1,000,000.00	N/A
Solent Circle (East) and Norwest	Traffic lights at intersection	Operational April 2018	12 months from Hand-Over Date	\$1,500,000.00	N/A

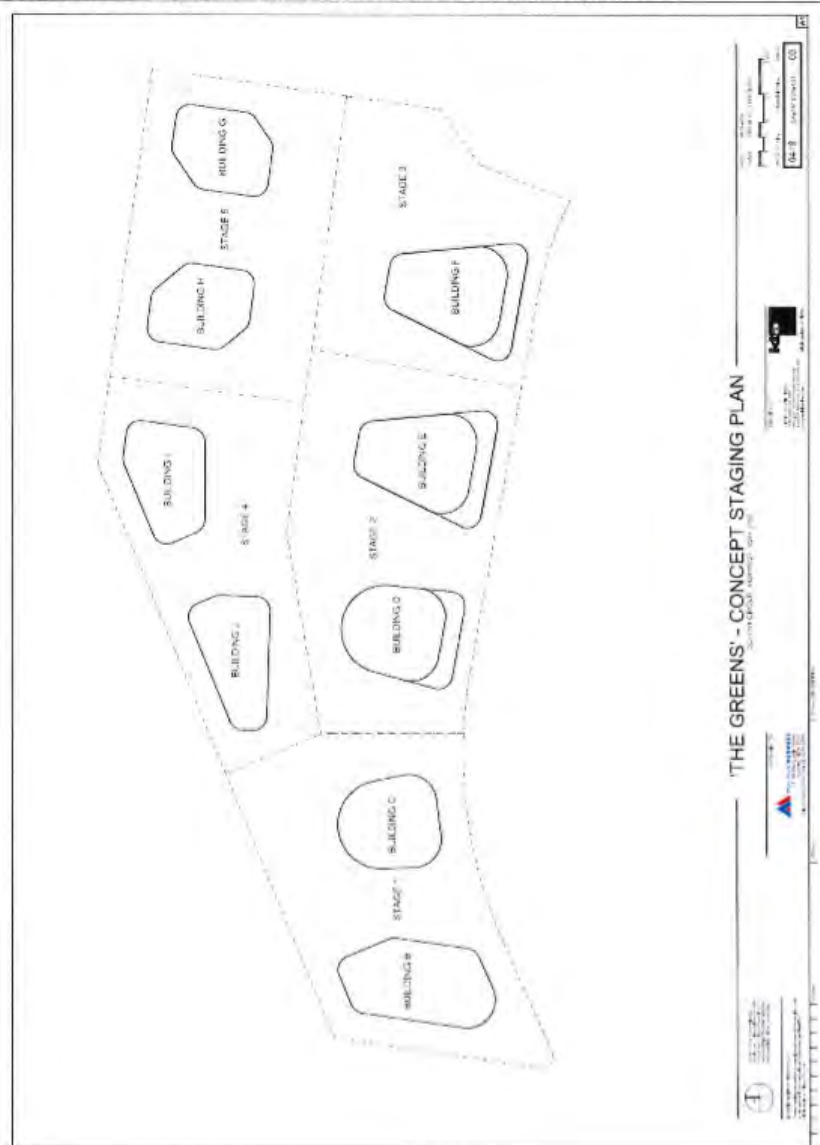
Boulevards traffic lights	on Norwest Boulevards				
Monetary Contributions					
Additional Passive open space and landscaping	Council to determine	Prior to Construction Certificate for Stage 1 (as per the Staging Plan)	N/A – Council responsible for defects	\$2,500,000.00	ABS PPI Non- residential Building Construction for NSW #3020
Contribution towards community facilities	Council to determine	Prior to Construction Certificate for Stage 2 (as per the Staging Plan)	N/A – Council responsible for defects	\$2,500,000.00	ABS PPI Non- residential Building Construction for NSW #3020
Pedestrian path and cycleway connection improvements	Council to determine	Prior to Construction Certificate for Stage 1 (as per the Staging Plan)	N/A – Council responsible for defects	\$750,000.00	ABS PPI Road and Bridge Construction for NSW #3101
Contribution towards traffic facilities	Traffic lights at intersection on Norwest Boulevards	Prior to Construction Certificate for Stage 3 (as per the Staging Plan)	N/A – Council responsible for defects	\$5,000,000.00	ABS PPI Road and Bridge Construction for NSW #3101
Contribution towards Active Open Space	Council sports field, local park, netball court, tennis court				
	Land Council sports field, local park, netball court, tennis court	Prior to Construction Certificate for Stage 4 (as per the Staging Plan)	N/A – Council responsible for defects	\$4,515,000.00	ABS Sydney Established House Price Index #6416
	Works Council sports field, local park, netball court, tennis court	Prior to Construction Certificate for Stage 5 (as per the Staging Plan)	N/A – Council responsible for defects	\$877,200.00	ABS PPI Non- residential Building Construction for NSW #3020

SCHEDULE 2 - Location Plans



Voluntary Planning Agreement
Part 40 Solent Circuit, Baulkham Hills

SCHEDULE 3 - Staging Plan (Indicative for the Purpose of this Agreement)

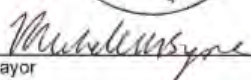


Execution Page

The common seal of The Hills Shire Council
was affixed under a resolution passed by council
on 10 DECEMBER 2019
2020 in the presence of:



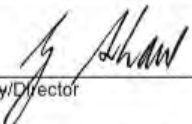

General Manager

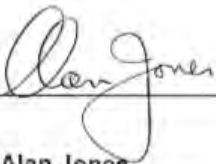

Mayor

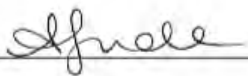

Witness
NICHOLAS CARLTON

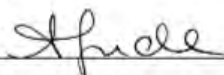

Witness
NICHOLAS CARLTON

Executed by the Developer in accordance with
s127 of the Corporations Act 2001 (Cth):


Secretary/Director
Gregory Shaw
Print name


Director
Alan Jones
Print name


Witness


Witness

ATTACHMENT Z – STATE VOLUNTARY PLANNING AGREEMENT

Planning Agreement

Environmental Planning and Assessment Act 1979

40 Solent Circuit, Norwest 2153
The Hills LEP Urban Release Area

Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468)

Mulpha Norwest Pty Limited (ACN 000 004 633)

Voluntary Planning Agreement SVPA2021-182– Mulpha Norwest Pty Limited



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This deed is dated

Parties:

Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468) c/-
NSW Department of Planning and Environment of Level 11, 4 Parramatta Square, 12 Darcy Street,
Parramatta, New South Wales 2150

Mulpha Norwest Pty Limited (ACN 000 004 633) of Level 6, 99 Macquarie Street, Sydney, New South
Wales 2000

Introduction:

- A** The Developer owns the Land and proposes to carry out the Development on the Land.
- B** The Developer has made the Stage 1 Development Application to the Consent Authority in respect of the Land and proposes to make further Development Applications, including to subdivide the Land.
- C** Clause 6.2 of the LEP provides that the Consent Authority must not grant Development Consent to the subdivision of the Land unless the Secretary has certified in writing to the Consent Authority that satisfactory arrangements have been made to contribute to the provision of designated State public infrastructure referred to in clause 6.2 of the LEP.
- D** In connection with the Development, the Developer has offered to provide a total contribution of \$8.64 million (subject to indexation) towards the provision of regional and State infrastructure. \$6.5 million of that contribution is to be provided by the Developer under a planning agreement with The Hills Shire Council which was entered into in February 2020 (**Council VPA**).
- E** Accordingly, in addition to the contribution required under the Council VPA, the Developer has offered to enter into this deed with the Minister to secure the remaining contribution of \$2.14 million in order to enable the Secretary to provide the certification required by the LEP when each Development Application for subdivision is lodged for the Development.

It is agreed:

1. Definitions and interpretation

1.1 Definitions

In this deed, unless the context clearly indicates otherwise:

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Address for Service means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Bank Guarantee means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

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to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Base CPI means the CPI number for the quarter ending 31 March 2020.

Business Day means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

CoRD Holder Consent means the electronic document lodged through an ELNO that provides consent to the registration of instruments and plans.

Consent Authority has the same meaning as in the Act.

Contribution Amount means the amount of the monetary contribution to be paid by the Developer as described in Schedule 4.

CPI means the Consumer Price Index (All Groups Index) for Sydney published by the Commonwealth Statistician, or if that index no longer exists, any similar index that the Minister specifies, in his or her sole discretion, for the purposes of this deed.

Current CPI means the CPI number as provided in clause 2(b) of Schedule 4.

Dealing means, in relation to the Land, to sell, transfer, assign, mortgage, charge, dispose, encumber or otherwise deal with the Land in whole or part.

Developer means Mulpha Norwest Pty Limited (ACN 000 004 633).

Development means the proposed construction by the Developer in stages of a mixed use development on the Land with up to 864 Dwellings and up to 6000 square metres of gross floor area for non-residential uses, in approximately nine towers, and the associated subdivision of the Land, including the development proposed in the Stage 1 Development Application.

Note. The Development Contribution to be made under this deed (taken together with the \$6.5m contribution under the Council VPA) is in respect of the development of 864 Dwellings and 6000 square metres of gross floor area (GFA) for non-residential uses on the Land only. No provision is made in this deed for development contributions which may be necessary in respect of the development of the Land if any more than 864 Dwellings and 6000 square metres of non-residential GFA are developed or proposed. Any future development application for subdivision proposing to create lots in relation to a total of more than 864 Dwellings or 6000 square metres of non-residential GFA on the Land will potentially require further satisfactory arrangements to be made to contribute to designated State public infrastructure.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means the contribution to be provided by the Developer in accordance with Schedule 4.

Dwelling has the same meaning as in the standard instrument for a principal local environmental plan set out at the end of the *Standard Instrument (Local Environmental Plans) Order 2006*.

ELNO has the same meaning as in the *Electronic Conveyancing National Law (NSW)*.

Explanatory Note means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act.

General Register of Deeds means the land register maintained under the *Conveyancing Act 1919* (NSW) and so titled.

GST means any form of goods and services tax payable under the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insurance Bond means an irrevocable and unconditional undertaking:

(a) by an Insurance Company which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and

(b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Insurance Company means an insurance company authorised under the *Insurance Act 1973* and subject to prudential supervision by Australian Prudential Regulatory Authority.

Land means the land described in Schedule 3.

LEP means *The Hills Local Environmental Plan 2019*.

Mediation Program means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

Minister means the Minister administering the *Environmental Planning and Assessment Act 1979* and includes the Secretary and the Secretary's nominee.

Occupation Certificate has the same meaning as in the Act.

Planning Application means:

(a) a Development Application; or

(b) any other application required under the Act,

in relation to the Development.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens title register maintained under the Real Property Act.

Secretary means the Secretary of the Department of Planning and Environment (including that Department if renamed) or, if that Department is abolished or ceases to include the group of staff principally responsible for the administration of the Act, the head of any other Department or other Public Service agency that includes that group of staff.

Security means a Bank Guarantee or an Insurance Bond.

Stage 1 Development Application means Development Application number 1541/2021/JP lodged with The Hills Shire Council for a mixed use development comprising two residential flat buildings comprising approximately 196 apartments, retail, business, indoor recreation and medical uses and basement carparking.

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation made under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, a **schedule** or an **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (f) the **schedules** and **annexures** form part of this deed;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a requirement to **do** any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and

- (s) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. Operation and application of this deed

2.1 Operation

This deed commences on the date that this deed is signed by all the parties.

2.2 Planning agreement under the Act

This deed constitutes a planning agreement within the meaning of section 7.4 of the Act and the parties agree on the matters set out in Schedule 1.

2.3 Application

This deed applies to:

- (a) the Land; and
- (b) the Development.

3. Application of sections 7.11, 7.12 and 7.24 of the Act

The application of sections 7.11, 7.12 and 7.24 of the Act is excluded to the extent stated in Schedule 1.

4. Development Contribution

4.1 Developer to provide Development Contribution

The Developer undertakes to provide to the Minister, or the Minister's nominee, the Development Contribution in accordance with the provisions of Schedule 4.

4.2 Acknowledgement

The Developer acknowledges and agrees that, subject to section 7.3 of the Act, the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose despite any provision of this deed to the contrary and has no obligation to repay the Development Contribution; and
- (b) in circumstances where the Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

5. Interest

5.1 Interest for late payment

- (a) If the Developer fails to pay a Contribution Amount (as indexed in accordance with Schedule 4) due to the Minister on the due date for payment, the Developer must also pay to the Minister interest at a rate of 2% above the loan reference rate charged by the Commonwealth Bank of Australia from time to time.
- (b) Interest is payable on the daily balance of amounts due from the due date for payment of those amounts until all outstanding amounts (including interest on those amounts) have been paid to the Minister.

6. Enforcement

6.1 Developer to provide Security

The Developer has agreed to provide security to the Minister for the performance of the Developer's obligations under this deed by providing the Security to the Minister in accordance with the terms and procedures set out in Schedule 5.

7. Registration

7.1 Registration of deed

- (a) Within 10 Business Days of receiving a copy of this deed executed by the Minister, the Developer at its own expense is to take all practical steps and otherwise do anything to procure:
 - (i) the consent of each person, as required by the Registrar-General, who:
 - (A) has an estate or interest in the Land registered under the Real Property Act; or
 - (B) is seized or possessed of an estate or interest in the Land,
 to the registration of this deed on the title to the Land and to the terms of this deed; and
 - (ii) the execution of any documents;
 - (iii) if required, the production of the relevant certificates of title or electronic lodgement of the relevant CoRD Holder Consents through an ELNO; and
 - (iv) the electronic lodgement of this deed in a registrable form through an ELNO for registration by the Registrar-General in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.
- (b) The Developer will take all practical steps and otherwise do anything to procure the registration of this deed within three months of the date of this deed in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act, including promptly responding to any requisitions made by the Registrar-General in respect of this deed and/or any ancillary documents.

7.2 Evidence of registration

- (a) The Developer must provide the Minister with evidence of the lodgement of this deed pursuant to clause 7.1(a)(iv) within 10 Business Days of such lodgement.
- (b) The Developer will provide the Minister with a copy of the relevant folio of the Register for the Land and a copy of the registered dealing containing this deed within 10 Business Days of registration of this deed.

7.3 Release and discharge of deed

The Minister agrees to do all things reasonably required by the Developer to release and discharge this deed with respect to any part of the Land upon the Developer satisfying all of its obligations under this deed in respect of that part of the Land.

7.4 Interest in Land

The Developer represents and warrants that it is:

- (a) the owner of the Land; and
- (b) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 7.1(a)(i) to assist, cooperate and to otherwise do all things necessary for the Developer to comply with its obligations under clause 7.

7.5 Right to lodge caveat

- (a) Subject to clause 7.5(b) until such time as this deed is registered on the title of the Land in accordance with clause 7.1, the Developer acknowledges that this deed confers on the Minister an interest in the Land and entitles the Minister to lodge and maintain a caveat on the title to the Land to prevent any Dealing in respect of the Land.
- (b) If the Minister lodges a caveat in accordance with clause 7.5(a), then the Minister will do all things reasonably necessary to:
 - (i) ensure that the caveat does not prevent or delay the registration of this deed; and
 - (ii) remove the caveat from the title to the Land promptly, following registration of this deed in accordance with clause 7.1.
- (c) If, after 10 Business Days of receipt of a copy of this deed executed by the Minister, the Developer has failed or has been unable to achieve the registration of this deed in accordance with clause 7.1, the Developer must pay the Minister's reasonable costs and expenses, including legal costs, of exercising the Minister's rights under clause 7.5(a) to lodge and withdraw a caveat(s) (as applicable).

8. Dispute Resolution

8.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 8.

8.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

8.3 Attempt to resolve

On receipt of notice under clause 8.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution processes such as mediation, expert evaluation or other methods agreed by them.

8.4 Mediation

If the parties do not agree within 21 Business Days of receipt of notice under clause 8.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or

(c) the selection and compensation of the independent person required for such technique, the parties must mediate the dispute in accordance with the Mediation Program. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

8.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under clause 8.2 then any party which has complied with the provisions of this clause 8 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

8.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 8 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

8.7 No prejudice

This clause 8 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

9. GST

9.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

9.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

9.3 Reimbursement

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

9.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 9.

9.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party (**Supplier**) under or in connection with this deed (the **GST Amount**), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as recipient of the supply, the Developer must ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a tax invoice to the Minister.

9.6 Non monetary consideration

Clause 9.5 applies to non-monetary consideration.

9.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 9.5 the Developer must assume the Minister is not entitled to any input tax credit.

9.8 No merger

This clause does not merge on completion or termination of this deed.

10. Assignment and transfer

10.1 Right to assign or novate

- (a) Prior to a proposed assignment or novation of its rights or obligations under this deed, the party seeking to assign its rights or novate its obligations (**Assigning Party**) must seek the consent of the Minister and:
 - (i) satisfy the Minister (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (**Incoming Party**) has sufficient assets, resources and expertise required to perform the Assigning Party's obligations under this deed insofar as those obligations are to be novated to the Incoming Party;
 - (ii) procure the execution of an agreement by the Incoming Party with the Minister on terms satisfactory to the Minister (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this deed as though the Incoming Party were the Assigning Party; and
 - (iii) satisfy the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (b) The Assigning Party must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.1.

10.2 Right to transfer Land

- (a) The Developer must not sell or transfer to another person (**Transferee**) the whole or part of any part of the Land:
 - (i) on which this deed remains registered under section 7.6 of the Act; or
 - (ii) for which the Development Contribution required under this deed remains outstanding.

- (b) Notwithstanding clause 10.2(a), the Developer may sell or transfer the whole or any part of the Land to a Transferee if prior to the proposed sale or transfer the Developer:
 - (i) satisfies the Minister, acting reasonably, that the proposed Transferee has sufficient assets, resources and expertise required to perform any of the remaining obligations of the Developer under this deed or satisfies the Minister, acting reasonably, that the Developer will continue to be bound by the terms of this deed after the transfer has been effected;
 - (ii) procures the execution of an agreement by the Transferee with the Minister on terms satisfactory to the Minister, acting reasonably, under which the Transferee agrees to comply with the terms and conditions of this deed as though the Transferee were the Developer; and
 - (iii) satisfies the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (c) The Developer must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.2.

10.3 Replacement Security

Provided that:

- (a) the Developer has complied with clause 10.1 and 10.2; and
- (b) the Transferee or Incoming Party (as the case may be) has provided the Minister with a replacement Security in accordance with the requirements of Schedule 5 and on terms acceptable to the Minister,

the Minister will promptly return the Security to the Developer.

11. Capacity

11.1 General warranties

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

11.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

12. Reporting requirement

- (a) By 1 September each year or as otherwise agreed with the Secretary, the Developer must deliver to the Secretary a report (in a format acceptable to the Secretary) for the period 1 July to 30 June of the preceding financial year which must include the following matters, as applicable:
 - (i) details of all Development Consents and Occupation Certificates issued in relation to the Development;

- (ii) a description of the status of the Development including a plan that identifies what parts of the Development have been completed, are under construction and are to be constructed;
 - (iii) a forecast in relation to the anticipated progression and completion of the Development;
 - (iv) a compliance schedule showing the details of all Contribution Amounts provided under this deed as at the date of the report and indicating any non-compliance with this deed and the reason for the non-compliance; and
 - (v) when the Developer expects to lodge the next Planning Application.
- (b) Upon the Secretary's request, the Developer must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary, are necessary for the Secretary to assess the status of the Development and the Developer's compliance with this deed.
 - (c) The Developer must provide the Secretary with written notice of any proposed amendment to, or revocation of, the Council VPA (including by means of a subsequent planning agreement) as soon as public notice is given of such amendment or revocation.

13. General Provisions

13.1 Entire deed

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

13.2 Variation

This deed must not be varied except by a later written document executed by all parties.

13.3 Waiver

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

13.4 Further assurances

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this deed.

13.5 Time for doing acts

- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) a notice period specified in this deed,
 expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

13.6 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

13.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

13.8 Preservation of existing rights

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

13.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, does not merge on the occurrence of that event but remains in full force and effect.

13.10 Counterparts

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

13.11 Relationship of parties

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

13.12 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

13.13 No fetter

Nothing in this deed is to be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

13.14 Explanatory note

The Explanatory Note must not be used to assist in construing this deed.

13.15 Expenses and stamp duty

- (a) The Developer must pay its own and the Minister's reasonable valuation costs, legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note.
- (c) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- (d) The Developer must pay its own and the Minister's reasonable costs and disbursements in connection with the release and discharge of this deed with respect to any part of the Land pursuant to clause 7.3.
- (e) The Developer must provide the Minister with bank cheques, or an alternative method of payment if agreed with the Minister, in respect of the Minister's costs pursuant to clauses 13.15(a), (b) and (d):
 - (i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
 - (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

13.16 Notices

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
 - (i) hand delivered; or
 - (ii) sent by prepaid ordinary mail within Australia; or
 - (iii) in the case of a Notice to be given by the Minister or Secretary, sent by email.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery but if delivery occurs after 5pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
 - (ii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
 - (iii) sent by email:
 - (A) before 5 pm on a Business Day, on that Day;
 - (B) after 5 pm on a Business Day, on the next Business Day after it is sent; or
 - (C) on a day that it is not a Business Day, on the next Business Day after it is sent, and the sender does not receive a delivery failure notice.

13.17 Electronic Execution

- (a) Each party consents to this deed and any variations of this deed being signed by electronic signature by the methods set out in this clause.
- (b) This clause applies regardless of the type of legal entity of the parties. If this deed or any subsequent variations are signed on behalf of a legal entity, the persons signing warrant that they have the authority to sign.
- (c) For the purposes of this clause, the parties agree that the following methods validly identify the person signing and indicate that person's intention to sign this deed and any variation of it:
 - (i) Insertion of an image (including a scanned image) of the person's own unique signature on to the deed;
 - (ii) Insertion of the person's name on to the deed; or
 - (iii) use of a stylus or touch finger or a touch screen to sign the deed,provided that in each of the above cases, words to the effect of '*Electronic signature of me, [NAME], affixed by me on [DATE]*' are also included on the deed;
 - (iv) use of a reliable electronic signature and exchange platform (such as DocuSign or AdobeSign) to sign the deed; or
 - (v) as otherwise agreed in writing (including via email) between the parties.
- (d) The parties agree that the above methods are reliable as appropriate for the purpose of signing this deed and that electronic signing of this deed by or on behalf of a party indicates that party's intention to be bound.
- (e) A signed copy of this deed transmitted by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this deed for all purposes.

Schedule 1

Table 1 - Requirements under section 7.4 of the Act (clause 2.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

Requirement under the Act	This deed
Planning instrument and/or development application – (section 7.4(1)) The Developer has: (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(a) No (b) Yes (c) N/A
Description of land to which this deed applies – (section 7.4(3)(a))	See Schedule 3
Description of development to which this deed applies – (section 7.4 (3)(b))	See definition of Development in clause 1.1
Description of change to the environmental planning instrument to which this deed applies – (section 7.4 (3)(b))	N/A
The scope, timing and manner of delivery of contribution required by this deed – (section 7.4 (3)(c))	See Schedule 4
Applicability of sections 7.11 and 7.12 of the Act – (section 7.4 (3)(d))	The application of sections 7.11 and 7.12 of the Act is not excluded in respect of the Development.
Applicability of section 7.24 of the Act – (section 7.4 (3)(d))	The application of section 7.24 of the Act is excluded in respect of the Development.
Consideration of benefits under this deed if section 7.11 applies – (section 7.4 (3)(e))	No
Mechanism for Dispute Resolution – (section 7.4(3)(f))	See clause 8
Enforcement of this deed – (section 7.4(3)(g))	See clause 6
No obligation to grant consent or exercise functions – (section 7.4(10))	See clause 13.13

Table 2 – Other matters

Requirement under the Act	This deed
Registration of the Planning Agreement – (section 7.6 of the Act)	Yes (see clause 7)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (section 21 of the <i>Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021</i>)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (section 48 of the <i>Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021</i>)	Yes (see clause 3 of Schedule 4)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (section 6.15(1)(d) of the Act)	No

Schedule 2

Address for Service (clause 1.1)

Minister

Contact: The Secretary
Address: Department of Planning and Environment
4 Parramatta Square, 12 Darcy Street
PARRAMATTA NSW 2150
Email: planningagreements@planning.nsw.gov.au

Developer

Contact: The Company Director(s) and Secretary
Address: Level 6, 99 Macquarie Street
SYDNEY NSW 2000
Email: mwatt@mulphanorwest.com.au

Schedule 3

Land (clause 1.1)

1. Lots proposed for development

Lot	Deposited Plan	Folio Identifier
2107	1216268	2107/1216268

Schedule 4

Development Contribution (clause 4)

1. Development Contribution

- (a) The Developer undertakes to provide the Development Contribution in the manner set out in the table below:

Development Contribution	Value	Timing
Contribution Amount - Monetary contribution towards designated State public infrastructure	\$2,140,000 subject to indexation in accordance with clause 2 of this Schedule 4.	Pursuant to clause 3 of this Schedule 4

2. Calculation of the value of a Contribution Amount

- (a) The Contribution Amount is to be adjusted, at time of payment, by multiplying the Contribution Amount payable by an amount equal to the Current CPI divided by the Base CPI.
- (b) For the purposes of this clause 2, the Current CPI is:
- (i) if the Contribution Amount is paid between 1 January and 30 June (inclusive) in any calendar year – the CPI number for the quarter ending on 31 March in the preceding calendar year; and
 - (ii) if the Contribution Amount is paid between 1 July and 31 December (inclusive) in any calendar year – the CPI number for the quarter ending on 31 March in that calendar year.

3. Payment of Contribution Amount

- (a) The Developer must pay to the Minister or the Minister's nominee the Contribution Amount prior to the issue of any Occupation Certificate that, on its issue, would result in Occupation Certificates having been issued in connection with the Development for more than 196 Dwellings on the Land (**Relevant Occupation Certificate**).
- (b) The Developer must provide the Minister with not less than 10 Business Days' written notice of its intention to lodge an application for the Relevant Occupation Certificate.
- (c) The parties agree that the requirement to make a payment under this clause is a restriction on the issue of the Relevant Occupation Certificate within the meaning of section 48 of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.

Schedule 5

Security terms (clause 6)

1. Developer to provide Security

- (a) In order to secure the payment or performance of the Development Contribution the Developer has agreed to provide the Security.
- (b) The Security must:
 - (i) name the "Minister administering the *Environmental Planning and Assessment Act 1979*" and the "Department of Planning and Environment ABN 20 770 707 468" as the relevant beneficiaries; and
 - (ii) not have an expiry date.

2. Security

- (a) At the time the Developer signs this deed, the Developer must provide the Security to the Minister having a face value amount of \$535,000 (**Security Amount**) in order to secure the Developer's obligations under this deed.
- (b) From the date of execution of this deed until the date that the Developer has provided the Development Contribution, the Minister is entitled to retain the Security.

3. Claims under Security

- (a) The Minister may:
 - (i) call upon the Security where the Developer has failed to pay a Contribution Amount for the Development on or after the date for payment under this deed; and
 - (ii) retain and apply such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon the Security the Minister must give the Developer not less than 10 Business Days written notice of his or her intention to call upon the Security.
- (c) If:
 - (i) the Minister calls upon the Security; and
 - (ii) applies all or part of such monies towards the Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed; and
 - (iii) has notified the Developer of the call upon the Security in accordance with clause 3(b) of this Schedule 5,

then the Developer must provide to the Minister a replacement Security to ensure that at all times until the date that the Security is released in accordance with clause 4 of this Schedule 5, the Minister is in possession of Security for a face value equivalent to the Security Amount.

4. Release of Security

If:

- (a) the Developer has satisfied all of its obligations under this deed secured by the Security;
and
- (b) the whole of the monies secured by the Security has not been expended and the monies accounted for in accordance with clause 2 of this Schedule 5,

then the Minister will promptly return the Security (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Security (as the case may be), to the Developer.

Execution page

Executed as a deed

Signed, sealed and delivered by the Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468) in the presence of:

.....
Signature of witness

.....
Signature of delegate of the Minister administering the *Environmental Planning and Assessment Act 1979*

.....
Name of witness in full

.....
Name of delegate of the Minister administering the *Environmental Planning and Assessment Act 1979*

.....
Address of witness

*By signing this deed, the witness states that they witnessed the signing of this deed by [NAME] over audio visual link (and signed as a witness in counterpart if applicable) in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Signed, sealed and delivered by Mulpha Norwest Pty Limited (ACN 000 004 633) in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

.....
Signature of Director

Greg Shaw

.....
Name of Director in full

.....
Signature of Director/Secretary

**NAOMI McRAE
COMPANY SECRETARY**

.....
Name of Director/Secretary in full

ATTACHMENT AA – ENDEAVOUR ENERGY REQUIREMENTS



Endeavour Energy

ABN 11 247 365 823

T 133 718

Level 40-42, 8 Parramatta Square

10 Darcy Street

Parramatta NSW 2150

PO Box 811, Seven Hills NSW 1730

24 February 2025

The General Manager
The Hills Shire Council

Attention: Cynthia Dugan

1231/2025/JP at 40 SOLENT CIRCUIT NORWEST 2153

Dear Sir or Madam

I refer to the referral of 19 February 2025 from the NSW Planning Portal Concurrence and Referral Service regarding request CNR-79037 for The Hills Shire Council Development Application 1231/2025/JP at 40 SOLENT CIRCUIT NORWEST 2153 (Lot 2107 DP 1216268) for 'Development Application for Norwest Quarter. The development will be constructed in five stages, with the first stage under construction. The overall development will comprise nine residential flat buildings with a total of 935 dwellings'. Submissions need to be made to Council by 12 March 2025.

Please refer to Endeavour Energy's submission made to Council via the NSW Planning Portal on:

- 4 May 2021 via the NSW Planning Portal regarding NSW Government concurrence and referral request CNR-21623 for The Hills Shire Council Development Application 1541/2021/JP at 40 SOLENT CIRCUIT NORWEST 2153 (Lot 2107 DP 1216268) for 'Proposed mixed use development comprising 196 residential apartments and supporting retail, business, indoor recreation and medical uses with basement car parking constructed over two stages'.
- 7 March 2023 regarding NSW Government concurrence and referral request CNR-52688 for The Hills Shire Council Development Application 1541/2021/JP/D at 40 SOLENT CIRCUIT NORWEST 2153 (Lot 2107 DP 1216268) for 'Section 4.55(1A) Modification for a Mixed Use Development - Two Residential Flat Buildings Containing 184 Apartments, Retail, Business, Indoor Recreation and Medical Uses and Basement Carparking to reduce the total number of apartments to 184 and alter floorplans in "Building C" to accommodate a greater share of larger 3 and 4 bedroom apartments, and 2 bedroom + study and 3 bedroom + study apartments, increase the number of larger accessible apartments and resultant minor changes to facades, balconies'.

The recommendations and comments provided therein are essentially also applicable to this Development Application.



endeavourenergy.com.au

Please find attached for the applicant's reference a copy of Endeavour Energy's Standard Conditions for Development Applications and Planning Proposals, Version 10, January 2025 which provides some additional and updated information. For further advice the applicant can call Endeavour Energy via Head Office enquiries on business days from 9am - 4:30pm on telephone: 133 718 and the following contacts (who do not have access to the NSW Planning Portal):

- Customer Network Solutions Branch for matters related to the electricity supply or asset removal / relocation who are responsible for managing the conditions of supply with the applicant and their Accredited Service Provider (ASP). Alternatively contact can be made by email CWAdmin@endeavourenergy.com.au.

The applicant will need to contact Endeavour Energy's Customer Network Solutions Branch if this Development Application:

- Includes any contestable works projects that are outside of any existing approved / certified works.
 - Results in an electricity load that is outside of any existing Supply / Connection Offer requiring the incorporation of the additional load for consideration.
- Easements Officers for matters related to easement management, protected works or other forms of property tenure / interests. Alternatively contact can be made by email Easements@endeavourenergy.com.au.

All encroachments, activities and / or works (including subdivision and even if not part of the Development Application) whether temporary or permanent within or affecting an easement, restriction, right of access or protected works (other than those approved / certified by Endeavour Energy's Customer Network Solutions Branch as part of an enquiry / application for load or asset relocation project) need to be referred to Endeavour Energy's Easements Officers for assessment and possible approval if they meet the minimum safety requirements and controls. However please note that this does not constitute or imply the granting of approval by Endeavour Energy to any or all of the proposed encroachments and / or activities.

For further information please refer to the attached copies of Endeavour Energy's:

- General Restrictions for Underground Cables.
 - Guide to Fencing, Retaining Walls and Maintenance Around Padmount Substations.
 - Mains Design Instruction MDI 0044 'Easements and Property Tenure Rights' which deals with activities / encroachments within easements.
- Property Branch for matters related to property tenure. Alternatively contact can be made by email network_property@endeavourenergy.com.au (underscore between 'network' and 'property').
- Field Operations Branch for safety advice for building or working near electrical assets in public areas. The site is in the area covered by Kings Park Field Service Centre. Alternatively contact can be made by email Construction.Works@endeavourenergy.com.au.

Based on and subject to the foregoing Endeavour Energy has no objection to the Development Application. Should you wish to discuss this matter, or have any questions, please do not hesitate to contact me or the contacts identified above or in Endeavour Energy's previous submissions in relation to the various matters. Due to the high number of development application / planning proposal notifications submitted to Endeavour Energy, to ensure a response contact by email to Property.Development@endeavourenergy.com.au is preferred.

Yours faithfully

Cornelis Duba Development Application Specialist

M 0455250981

E comelis.duba@endeavourenergy.com.au

Level 40-42, 8 Parramatta Square, 10 Darcy Street
Parramatta NSW 2150.

Dharug/Wiradjuri/Dharawal/Gundungurra/Yuin Country

endeavourenergy.com.au |    



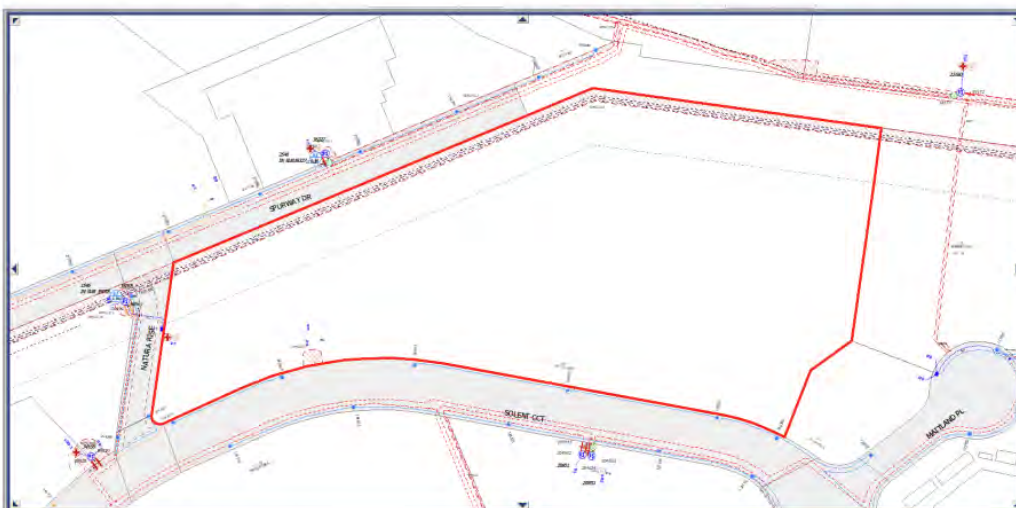
**Endeavour
Energy**

**POWER
together**



Endeavour Energy respectfully acknowledges the Traditional Custodians on whose lands we live, work, and operate and their Elders past and present.

Site Plan from Endeavour Energy's HxGN NetWorks Core NetViewer Master Facility Model. WARNING: Electricity infrastructure shown is indicative only.



G3E_FID	Feature Name	Component Name	G3E_CID	G3E_ID	LOT	SECTION	DP
81636655	Crown Parcel	Crown Parcel Find	1	2318675	2107		1216268

Please note the location, extent and type of any electricity infrastructure, boundaries etc. shown on the plan is indicative only. In addition it must be recognised that the electricity network is constantly extended, augmented and modified and there is a delay from the completion and commissioning of these works until their capture in the model. Easements benefitting Endeavour Energy are indicated by red hatching. Generally (depending on the scale and/or features selected), low voltage (normally not exceeding 1,000 volts) is indicated by blue lines and high voltage (normally exceeding 1,000 volts but for Endeavour Energy's network not exceeding 132,000 volts / 132 kV) by red lines (these lines can appear as solid or dashed and where there are multiple lines / cables only the higher voltage may be shown). This plan only shows the Endeavour Energy network and does not show electricity infrastructure belonging to other authorities or customers owned electrical equipment beyond the customer connection point / point of supply to the property. This plan does not constitute the provision of information on underground electricity power lines by network operators under Part 5E 'Protection of underground electricity power lines' of the *Electricity Supply Act 1995* (NSW).

ATTACHMENT AB – TRANSPORT FOR NSW REQUIREMENTS

Transport for NSW

27 February 2025

TfNSW Reference: SYD25-00210/01
Council's Reference: 1231/2025/JP



Mr Michael Edgar
The General Manager
The Hills Shire Council
PO Box 7064
BAULKHAM HILLS NSW 2153

Attention: Cynthia Dugan

NORWEST QUARTER CONCEPT MASTERPLAN FOR MIXED USE DEVELOPMENT 40 SOLENT CIRCUIT AND 2-6 MAITLAND PLACE, NORWEST

Dear Mr Edgar,

Reference is made to Council's correspondence dated 20 February 2025, regarding the abovementioned Development Application (DA) which was referred to Transport for NSW (TfNSW) for comment in accordance with clause 2.122 of the *State Environmental Planning Policy (Transport and Infrastructure) 2021*. TfNSW notes that:

- The proposal seeks approval for a concept development application which seeks to establish building heights, envelopes, and setbacks as well as staging across the whole site. A separate development application will be lodged for each stage.
- Access to the development site would be from Solent Circuit and Maitland Place (local roads) which are under the care and control of Council.
- The proponent has entered into Voluntary Planning Agreements (VPAs) relating to works on 40 Solent Circuit with both the Department of Planning, Housing and Infrastructure and Council for developer contribution towards regional and state infrastructure.
- The development will be required to contribute to delivery of infrastructure (that includes transport and roads) via the Housing Productivity Contribution (HPC) framework for development on 2-6 Maitland Place, Norwest.

As such, TfNSW has no objection to the DA and provides the following comments for Council's consideration in the determination of the application:

1. The future applications for each stage of the development should clearly identify the potential impacts to the state road network and the need/associated funding for upgrading or road improvement works (if required) consistent with the above VPAs/HPC.
2. The subject development is located near Norwest Metro and Interchange, with future users of the development within proximity to utilise highly accessible public and active transport. Travel Demand Management (TDM) measures should be used to reduce the number of traffic generated by this development.
3. Future development parking rates are to be consistent with the TfNSW Guide to Transport Impact Assessment 2024.

If you have any further inquiries in relation to this development application Mr Simon Turner would be pleased to take your call on 8265 6363 or e: development.sydney@transport.nsw.gov.au. I hope this has been of assistance.

Sincerely,

Zhaleh Alamouti
A/Senior Manager Land Use Assessment Central and Western
Transport Planning, Planning, Integration and Passenger Division

OFFICIAL
Level 4, 4 Parramatta Square, 12 Darcy Street, Parramatta NSW 2150
PO Box 973 Parramatta CBD NSW 2124

W transport.nsw.gov.au

ATTACHMENT AC – SYDNEY WATER REQUIREMENTS



14 March 2025

Our reference: 222178, 208442, 189945

Cynthia Dugan
The Hills Shire Council
cdugan@thehills.nsw.gov.au

RE: Development Application 1231/2025/JP at 40 Solent Circuit, Norwest (Proposed by Mulpha Norwest Quarter Developments)

Thank you for notifying Sydney Water of 1231/2025/JP at 40 Solent Circuit, Norwest, which proposes a Concept DA/Masterplan for the 'Norwest Quarter' mixed use development site. It is anticipated to deliver a total of **935 dwellings** and GFA of 118,846m² across 9 residential flat buildings, with the site being expected to be split and delivered in five stages. The proposal should facilitate in the growth of the Norwest Town Centre Residential Precinct. Sydney Water has reviewed the application based on the information supplied and provide the following comments to assist in understanding the servicing needs of the proposed development.

Water and Wastewater Servicing

- Our preliminary assessment indicates that water servicing should be available for the proposed development.
- However, amplifications, adjustments, deviations and/or minor extensions may be required.

Growth information

Sydney Water supports government-backed growth initiatives within our area of operations, striving to provide timely and cost-effective water and wastewater infrastructure without undue impacts. To offer robust servicing advice and investigate staged servicing possibilities, we require the proponent to provide **anticipated ultimate and annual growth data** for this development as outlined in the enclosed Growth Data Form.

A **Feasibility application** will enable a comprehensive servicing review ensuring the proposed development is considered in any potential planning that we might be undertaking. Failure to provide this information may impede proper planning requirements for the proposed development and for the broader area. The completed growth form should be submitted by the proponent to Sydney Water as part of the Feasibility application via a Water Servicing Coordinator (WSC), citing this referral response and our reference number. All

Next steps

- Should the Council decide to progress with the subject development application, Sydney Water would require the following conditions be included in the development consent.
 - Section 73 Compliance Certificate
 - Building Plan Approval

Further details of the conditions can be found in **Attachment 1**.

Sydney Water Corporation ABN 49 776 225 038
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- Given the scale of the proposed development, the proponent should complete and return the enclosed Growth Data Form as part of their Feasibility application. The Growth Data Form should be updated promptly with Sydney Water in case of changes.
- Council is advised to forward the enclosed *Sydney Water Development Application Information Sheet (for proponent)* to assist the proponent in progressing their development. This Info Sheet contains details on how to make further applications to Sydney Water and provides more information on Infrastructure Contributions.

This advice is not formal approval of our servicing requirements. Detailed requirements, including any potential extensions or amplifications, will be provided once the development is referred to Sydney Water for a Section 73 application. **Furthermore, Sydney Water does not reserve or hold capacity for proposed developments, regardless of whether the area has been rezoned or not.** More information about the Section 73 application process is available on our web page in the [Land Development Manual](#).

Council can read further advice on requirements for this proposal in Attachments 1 and 2. Should Council require further information, please contact the Growth Analytics Team at urbangrowth@sydneywater.com.au.

Yours sincerely,



Kristine Leitch

Manager, Growth Analytics and Strategic Partnerships
Growth and Development
Water and Environment Services
Sydney Water, 1 Smith Street, Parramatta NSW 2150

Enclosed:

- [Sydney Water Development Application Information Sheet \(for proponent\)](#)
- [Sydney Water Growth Data Form](#)

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Attachment 1 – Recommended Development Conditions

Prior to the issue of an Occupation/Subdivision Certificate:

Section 73 Compliance Certificate

A compliance certificate must be obtained from Sydney Water, under Section 73 of the Sydney Water Act 1994. Our assessment will determine the availability of water and wastewater services, which may require extensions, adjustments, or connections to our mains. Make an early application for the certificate, as there may be assets to be built and this can take some time. A Section 73 Compliance Certificate must be obtained before an Occupation or Subdivision Certificate will be issued.

Applications can be made either directly to Sydney Water or through a Sydney Water accredited Water Servicing Coordinator.

Go to the Sydney Water website or call 1300 082 746 to learn more about applying through an authorised WSC or Sydney Water.

Prior to the issue of a Construction Certificate/Complying Development Certificate:

Building Plan Approval (including Tree Planting Guidelines)

The plans must be approved by Sydney Water prior to demolition, excavation or construction works commencing. This allows Sydney Water to determine if sewer, water or stormwater mains or easements will be affected by any part of your development. Any amendments to plans will require re-approval. Please go to [Sydney Water Tap in@](#) to apply.

Sydney Water recommends developers apply for a Building Plan Approval early as to reduce unnecessary delays to further referrals or development timescales.

Tree Planting

Certain tree species placed in proximity to Sydney Water's underground assets have the potential to inflict damage through invasive root penetration and soil destabilisation. Section 46 of the Sydney Water Act specifies what might occur when there is interference or damage to our assets caused by trees.

For any trees proposed or planted that may cause destruction of, damage to or interference with our work and are in breach of the Sydney Water Act 1994, Sydney Water may issue an order to remove that tree or directly remove it and seek recovery for all loss and associated compensation for the removal.

For guidance on types of trees that can cause damage or interference with our assets see Sydney Water webpage Wastewater blockages. For guidance on how to plant trees near our assets, see Diagram 5 – Planting Trees within Sydney Water's [Technical guidelines – Building over and adjacent to pipe assets](#).

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Attachment 2 – Sydney Water Requirements for Commercial and Industrial Developments (for proponent's information)

Trade Wastewater Requirements

If this development is going to generate trade wastewater, the property owner must submit an application requesting permission to discharge trade wastewater to Sydney Water's sewerage system. You must obtain Sydney Water approval for this permit before any business activities can commence. It is illegal to discharge Trade Wastewater into the Sydney Water sewerage system without permission.

The permit application should be emailed to Sydney Water's [Business Customer Services](mailto:businesscustomers@sydneywater.com.au) at businesscustomers@sydneywater.com.au

A Boundary Trap is required for all developments that discharge trade wastewater where arrestors and special units are installed for trade wastewater pre-treatment.

If the property development is for Industrial operations, the wastewater may discharge into a sewerage area that is subject to wastewater reuse. Find out from Business Customer Services if this is applicable to your development.

Backflow Prevention Requirements

Backflow is when there is unintentional flow of water in the wrong direction from a potentially polluted source into the drinking water supply.

All properties connected to Sydney Water's supply must install a testable Backflow Prevention Containment Device appropriate to the property's hazard rating. Property with a high or medium hazard rating must have the backflow prevention containment device tested annually. Properties identified as having a low hazard rating must install a non-testable device, as a minimum.

Separate hydrant and sprinkler fire services on non-residential properties, require the installation of a testable double check detector assembly. The device is to be located at the boundary of the property.

Before you install a backflow prevention device:

1. Get your hydraulic consultant or plumber to check the available water pressure versus the property's required pressure and flow requirements.
2. Conduct a site assessment to confirm the hazard rating of the property and its services. Contact PIAS at NSW Fair Trading on 1300 889 099.

For installation you will need to engage a licensed plumber with backflow accreditation who can be found on the Sydney Water website:

<https://www.sydneywater.com.au/plumbing-building-developing/plumbing/backflow-prevention.html>

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Water Efficiency Recommendations

Water is our most precious resource and every customer can play a role in its conservation. By working together with Sydney Water, business customers are able to reduce their water consumption. This will help your business save money, improve productivity and protect the environment.

Some water efficiency measures that can be easily implemented in your business are:

- Install water efficiency fixtures to help increase your water efficiency, refer to WELS (Water Efficiency Labelling and Standards (WELS) Scheme, <http://www.waterrating.gov.au/>
- Consider installing rainwater tanks to capture rainwater runoff, and reusing it, where cost effective. Refer to <https://www.sydneywater.com.au/your-business/managing-your-water-use/water-efficiency-tips.html>
- Install water-monitoring devices on your meter to identify water usage patterns and leaks.
- Develop a water efficiency plan for your business.

It is cheaper to install water efficiency appliances while you are developing than retrofitting them later.

Contingency Plan Recommendations

Under Sydney Water's [customer contract](#) Sydney Water aims to provide Business Customers with a continuous supply of clean water at a minimum pressure of 15meters head at the main tap. This is equivalent to 146.8kpa or 21.29psi to meet reasonable business usage needs.

Sometimes Sydney Water may need to interrupt, postpone or limit the supply of water services to your property for maintenance or other reasons. These interruptions can be planned or unplanned.

Water supply is critical to some businesses and Sydney Water will treat vulnerable customers, such as hospitals, as a high priority.

Have you thought about a contingency plan for your business? Your Business Customer Representative will help you to develop a plan that is tailored to your business and minimises productivity losses in the event of a water service disruption.

For further information please visit the Sydney Water website at:

<https://www.sydneywater.com.au/your-business/managing-trade-wastewater/commercial-trade-wastewater.html> or contact Business Customer Services on 1300 985 227 or businesscustomers@sydneywater.com.au.

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