

CLAYTON UTZ

## Accession Deed

The Minister for Planning  
Minister

Australasian Conference Association Ltd

and

Avondale Greens Pty Ltd

and

Avondale Greens Developments Pty Ltd

and

Johnson Property Group Pty Limited

Collectively, the Land Owners

*[Insert Transferor's name]*  
Transferor

*[Insert Transferee's name]*  
Transferee

Clayton Utz  
Lawyers  
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Our reference 15266/16333/80083482

**Accession Deed made at** **on**

**Parties**

**The Minister for Planning ABN 38 755 709 681** of Level 34 Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000  
(Minister)

**Australasian Conference Association Ltd ABN 52 000 003 930** as trustee for the **Seventh Day Adventist Church** of 148 Fox Valley Road Wahroonga NSW 2076

**Avondale Greens Pty Ltd ABN 33 099 742 542** of Level 3, 338 Kent Street Sydney NSW 2000

**Avondale Greens Developments Pty Ltd ABN 27 106 910 598** of Level 3, 338 Kent Street Sydney NSW 2000

**Johnson Property Group Pty Limited ABN 58 102 465 814** of Level 3, 338 Kent Street Sydney NSW 2000

(Collectively, the **Land Owners**)

[Insert Transferor's name] of [insert] (Transferor)

[Insert Transferee's name] of [insert] (Transferee)

**Recitals**

- A. The Minister and the Land Owners are parties to the Original Agreement.
- B. The Original Agreement relates to the Land and the Developer Controlled Land.
- C. The Transferor wants to transfer [the whole of] [part or parts of] the Developer Controlled Land comprising Lot [insert Lot number] in DP [insert Deposited Plan number].

**This deed provides**

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**1. Definitions and interpretation**

**1.1 Definitions**

**Developer Controlled Land** has the meaning given to that term in the Original Agreement.

**Effective Date** means [insert].

**Land** has the meaning given to that term in the Original Agreement.

**Original Agreement** means the voluntary planning agreement dated [insert] and made between the Minister and the Land Owners.

**Required Obligations** means [insert the obligations nominated by the Minister pursuant to paragraph 1.1(a)(i) of Schedule 10 of the Original Agreement, having regard to the fact that the Land Owners' obligations to pay the Bus Subsidy Contribution must not be released (pursuant to paragraph 1.1(a)(iv) of Schedule 10 of the Original Agreement)].

## **1.2 References to certain general terms**

In this deed unless the contrary intention appears:

- (a) a reference to this deed or another instrument includes any variation or replacement of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word person includes a firm, body corporate, an unincorporated association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (f) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (g) a reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to anyone or mote of them; and
- (h) "include" in any form when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar nature.

## **1.3 Headings**

Headings are inserted for convenience and do not affect the interpretation of this deed.

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## **2. Novation**

### **2.1 Original Agreement**

Subject to clause 2.2 and with effect from the Effective Date:

- (a) the Transferee is substituted for the Transferor as a party to the Original Agreement, and agree to perform the Required Obligations;
- (b) the Transferee will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the Transferee was a party to the Original Agreement instead of the Transferor insofar as the Original Agreement relates to the Required Obligations; and
- (c) the Transferor is released and discharged from all obligations and liabilities, and from all claims (whether for costs, damages, fees, expenses or otherwise), arising under the Original Agreement insofar as the Original Agreement relates to the Required Obligations.

### **2.2 Liability before Effective Date**

Notwithstanding clause 2.1, the Transferor is not released, relieved or discharged from liability under the Original Agreement before the Effective Date, or any breach which the Transferor

may have committed before the Effective Date of any provision of the Original Agreement insofar as the Original Agreement relates to the Required Obligations.

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### **3. Affirmation of the Original Agreement**

The Original Agreement will be read and construed subject to this deed, and in all other respects the provisions of the Original Agreement are ratified and confirmed, and, subject to the variation and novation contained in this deed, the Original Agreement will continue in full force and effect.

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### **4. GST**

Where a supply made under this deed gives rise to a liability for GST, the consideration to be provided for that supply (other than under this clause) shall be increased by an additional amount equal to the GST payable on the supply. The additional amount must be paid, and the supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this deed. Terms used in this clause have the meanings in the *A New Tax System (Goods and Services Tax) Act 1999*.

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### **5. Stamp duty and costs**

- (a) The Transferor and the Transferee are jointly and severally liable for the Minister's legal costs of and incidental to the negotiation, preparation and execution of this deed, and must reimburse the Minister for such legal costs promptly on demand.
- (b) The Transferee will pay all stamp duty arising directly or indirectly from this deed.

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### **6. Further acts**

- (a) Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this deed.
- (b) This deed binds each party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

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### **7. Governing law**

This deed is governed by the law in force in the place specified in the New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that place.

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### **8. Counterparts**

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

**Executed** as a deed.

**Signed by The Honourable Kristina Keneally M.P.**

Minister for Planning for the State of New South Wales

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

**Executed by Australasian Conference Association Ltd** in accordance with section 127 of the *Corporations Act* by or in the presence of:

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Secretary/other Director in full

**Executed by Avondale Greens Pty Ltd** in accordance with section 127 of the *Corporations Act* by or in the presence of:

\_\_\_\_\_  
Signature of Sole Director and Secretary

\_\_\_\_\_  
Name of Sole Director and Secretary

\_\_\_\_\_  
The Honourable Kristina Keneally M.P.  
Minister for Planning

\_\_\_\_\_  
Signature of Director or Sole Director and Secretary

\_\_\_\_\_  
Name of Director or Sole Director and Secretary in full

**Executed by Avondale Greens  
Developments Pty Ltd** in accordance with  
section 127 of the *Corporations Act* by or in the  
presence of:

\_\_\_\_\_  
Signature of Sole Director and Secretary

\_\_\_\_\_  
Name of Sole Director and Secretary

**Executed by Johnson Property Group Pty  
Ltd** in accordance with section 127 of the  
*Corporations Act* by or in the presence of:

\_\_\_\_\_  
Signature of Sole Director and Secretary

\_\_\_\_\_  
Name of Sole Director and Secretary

**Executed by [insert Transferor]** in accordance  
with section 127 of the *Corporations Act* by or in  
the presence of:

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Secretary/other Director in full

**Executed by [insert Transferee]** in accordance  
with section 127 of the *Corporations Act* by or in  
the presence of:

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Secretary/other Director in full

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director in full

## **Annexure B - Education Contribution Land and Avondale School Site**

# LAND USE PLAN

## NORTH COORANBONG RESIDENTIAL ESTATE CONCEPT PLAN 2008















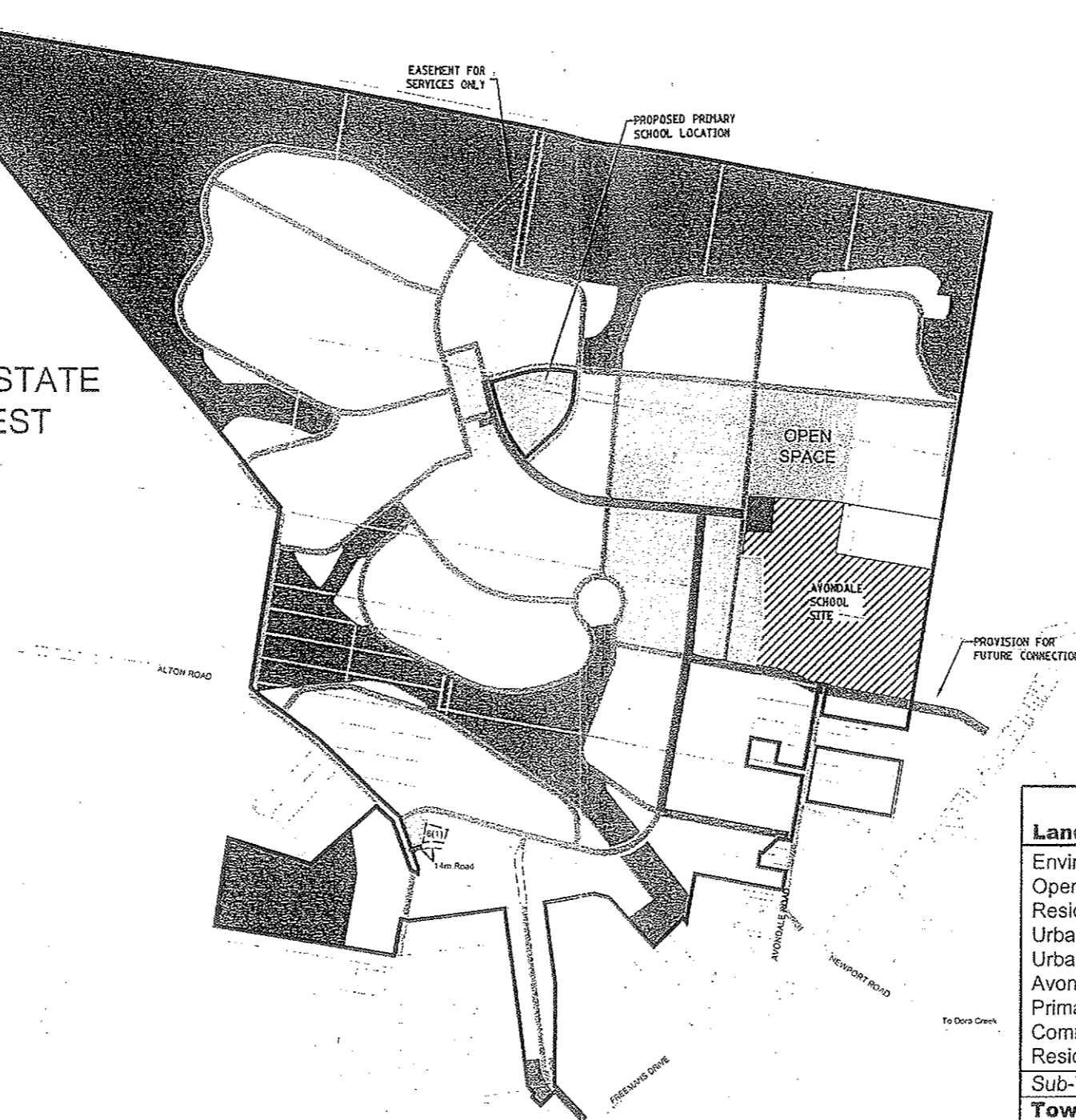
PROPERTY GROUP  
Creating living communities

(REVISED 10 OCTOBER 2008)

OLNEY STATE  
FOREST

### LEGEND

-  ZONE 7(1) CONSERVATION (PRIMARY) ZONE
-  ZONE 6(1) OPEN SPACE ZONE
-  ZONE 2(1) RESIDENTIAL ZONE
-  ZONE 2(2) RESIDENTIAL (URBAN LIVING) ZONE
-  ZONE 3(1) URBAN CENTRE (CORE) ZONE
-  ZONE 3(2) URBAN CENTRE (SUPPORT) ZONE
-  ZONE 5 INFRASTRUCTURE
-  COMMUNITY CENTRE
-  ROAD - 25m WIDE
-  ROAD - 22m WIDE
-  ROAD - 17m WIDE
-  ROAD - 14m WIDE



Land Use	Ha	% (approx of 356.07 Ha)
Environmental Conservation Area	111.95	31.44%
Open Space	7.1	1.99%
Residential (Urban Living)	19.25	5.41%
Urban Centre (Core)	0.15	0.04%
Urban Centre (Support)	2.60	0.73%
Avondale School Site	14.70	4.13%
Primary School Site	3.00	0.84%
Community Facilities	0.55	0.15%
Residential	181.99	51.12%
<b>Sub-Total</b>	<b>341.29</b>	
<b>Town Common</b>		
Environmental Conservation Area	7.18	2.02%
Public Recreation	7.6	2.13%
<b>Sub-Total</b>	<b>14.78</b>	
<b>Total</b>	<b>356.07</b>	<b>100.00%</b>

\*Areas calculated by scale only and subject to survey.

## **Annexure C - Unformed Council Road Reserve**

# Annexure K



Lot 10 Sec 6 DP 9533

Lot 6 DP 7352

Lot 5 DP 7352

Lot 4 DP 7352

Lot 3 DP 7352

Lot 2 DP 7352

Lot 1 DP 7352

Lot 1 DP 825266

Unformed Council Road Reserve

Lot 2 DP 825266

ALTON

ROAD

356.379 total

390.651 total

20.07

356.379



P.O. Box 10 Maitland NSW 2320  
1st Floor, 44 Church Street  
Maitland NSW 2320  
T: 02 4933 6682  
F: 02 4933 6683  
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NOTE: ALL DIMENSIONS, AREAS, LOT BOUNDARIES & BORN OF LOTS ARE SHOWN IN THE APPROVAL OF COUNCIL & OTHER AUTHORITIES AND TO THE FINAL SURVEY & LEND PLAN AND SHOULD BE CONSIDERED AS CONCEPTUAL ONLY. DO NOT RELY ON THE INFORMATION IN THIS PLAN FOR ANY RESUME, DISPOSAL OR OTHER MATTER.

Council Road Reserve  
ALTON ROAD, COORANBONG