Explanatory Note

Minister for Planning and Public Spaces ABN 38 755 709 681

and

**Danias Holdings Pty Limited (ACN 127 813 781) as trustee for Danias Investment Trust**

**and**

**Dina Danias**

**and**

**George Danias**

**and**

**Michael Danias**

**and**

**Susie Danias**

**and**

**Sotwill Pty Limited (CAN 622 110 767) as trustee for Danias Unit Trust No 2**

**and**

**Angelo Angelopoulos in his capacity as trustee for Evanange Family Trust**

**and**

**Evan Angelopoulos in his capacity as trustee for Evanange Family Trust**

Draft Planning Agreement

Introduction

The purpose of this explanatory note is to provide a plain English summary to support the notification of the draft planning agreement (the **Planning Agreement**) prepared under Subdivision 2 of Division 7.1 of Part 7 of the *Environmental Planning and Assessment Act* 1979 (the **Act**).

This explanatory note has been prepared jointly by the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation* 2000 (the **Regulation**).

Parties to the Planning Agreement

The parties to the Planning Agreement are the Minister for Planning and Public Spaces ABN 38 755 709 681 (the **Minister**) and the following **Developer** parties:

* Danias Holdings Pty Limited (ACN 127 813 781) in its capacity as trustee for Danias Investment Trust;
* Dina Danias
* George Danias
* Michael Danias
* Susie Danias
* Sotwill Pty Limited (ACN 622 110 767) as trustee for Danias Unit Trust No 2
* Angelo Angelopoulos as trustee for Evanange Family Trust
* Evan Angelopoulos as trustee for Evanange Family Trust

Description of the Subject Land

The Planning Agreement applies to the **Subject Land**, being:

* Lot 5 in DP 63446
* Lot A in DP 178259
* Lot 53 in DP 868710
* Lots 152 – 156 in DP 761
* Lots 4 and 6 in DP 226899
* Lot 100 in DP 1239681
* Lot 1 in DP 74200
* Lot 10 in DP 701368
* Sections 14 – 16, Lot 1 in DP 4590
* Lot B in DP 343286
* Lot A in DP 304426
* Lot 1 in DP 78883
* Lots 1 – 9 in DP 252507
* Lot 1 in DP 583801
* Lot 1 in DP 572829
* Section 1 and 2, Lot 1 in DP 4590
* Lots A – E in DP 301985
* Lot A in DP 166330
* Lot 1 in DP 315293
* Lot 20 in DP 667441
* Lot 345 in DP 587262
* Lot 1 in DP 972534
* Lot 1 in DP 724487
* Lot 1 in DP 700223

The Subject Land is located in Marrickville.

Description of the Proposed Development

The Developer proposes to develop the Subject Land for mixed use purposes under the *Marrickville* *Local Environmental Plan* *2011* (**LEP**), comprising approximately but no more than 9,600 square metres of gross floor area of commercial space and 880 residential housing lots in total over three sites (**Proposed Development**).

The LEP was amended by the making of the *Marrickville Local Environmental Plan 2011 (Amendment No 14)* such that the Proposed Development is permissible on the Subject Land.

The Developer has made an offer to the Minister to enter into the Planning Agreement in connection with the amendment to the LEP and the Proposed Development.

Summary of Objectives, Nature and Effect of the Planning Agreement

The Planning Agreement provides that the Developer will make a monetary contribution of $2,100,000 for land required for regional open space.

The Planning Agreement also requires the Developer to:

* undertake road works – being the creation of a left-turn slip lane from Sydenham Road (west) to Victoria Road (north) and a 90m right-turn bay along Victoria Road (north) at Marrickville; and
* dedicate a portion of the Subject Land plus other parcels of land required for the road works to the Minister or the Minister’s nominee.

Under the Planning Agreement, the Developer must satisfy its development contribution obligations in stages, which include:

1. $700,000 payable on execution;
2. $700,000 payable on the date that is 20 business days after the issue of an occupation certificate in respect of the 300th Final Lot (as defined in the Planning Agreement)
3. $700,000 payable on the date that is 20 business days after the issue of an occupation certificate in respect of the 450th Final Lot; and
4. completion of the road works and dedication of the land prior to the issue of an occupation certificate in respect of the 300th Final Lot.

The Developer is required to provide a security by way of bank guarantees on execution: one for $100,000 and a second for $600,000. The Developer is further required to provide security related to the road works and land dedication. This latter security will be returned to the Developer when the Developer gives RMS security satisfactory to RMS and the Minister under the Works Authorisation Deed for the road works and satisfies obligations relating to the dedication land in clause 4.3 of Schedule 4.

The planning agreement will be registered on the titles to the Subject Land.

The objective of the Planning Agreement is to facilitate the delivery of the Developer’s contributions towards the provision of transport infrastructure and other designated State public infrastructure for use by the future residents of the Subject Land and the residents of the broader Marrickville Local Government Area (**LGA**).

Assessment of Merits of Planning Agreement

The Planning Purpose of the Planning Agreement

In accordance with section 7.4(2) of the Act, the Planning Agreement has the following public purposes:

* the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land; and
* the provision of (or the recoupment of the cost of providing) public amenities or public services.

The Minister and the Developer have assessed the Planning Agreement and hold the view that the provisions of the Planning Agreement provide a reasonable means of achieving the public purposes set out above. This is because it will ensure that the Developer makes appropriate contributions towards the provision of transport infrastructure and public facilities both within the Subject Land and in the broader Marrickville LGA.

How the Planning Agreement Promotes the Public Interest

The Planning Agreement promotes the public interest by ensuring that an appropriate contribution is made towards the provision of transport infrastructure and public facilities to satisfy needs that arise from development of the Subject Land.

How the Planning Agreement Promotes the Objects of the Act

The Planning Agreement promotes the objects of the Act, as outlined in section 1.3 of the Act, by:

* promoting of the orderly and economic use and development of land.

The Planning Agreement promotes the objects of the Act set out above by requiring that the Developer makes contributions towards the provision of transport infrastructure and public facilities.

The Developer’s offer to contribute towards the provision of transport infrastructure and designated State public infrastructure will have a positive public impact as funds from the Developer, the road works and the land contribution will contribute to the provision of infrastructure and public facilities within the Subject Land and in the broader Marrickville LGA.

Requirements relating to Construction, Occupation and Subdivision Certificates

The Planning Agreement does not specify requirements that must be complied with prior to the issue of a subdivision certificate.

Restrictions on the issue of construction certificates and occupation certificates apply as follows:

|  |  |
| --- | --- |
| Restriction | Obligations to be fulfilled by the Developer |
| Construction Certificate in respect of the 300th Final Lot | * completion of obligations relating to the dedication land in clause 4 of the Schedule 4; and * Entry into a works authorisation deed with RMS. |
| Occupation Certificate in respect of the 300th Final Lot | * practical completion of the road works; and * dedication of the dedication land by the Developer to the Minister or the Minister’s nominee. |