

**Explanatory Note**  
**Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468)**  
**and**  
**Hyside Projects Subtwo Pty Ltd (ACN 634 505 990)**  
**and**  
**Lyda Holdings Pty Ltd (ACN 632 382 533)**

**Variation to Planning Agreement**

**Introduction**

The purpose of this explanatory note is to provide a plain English summary to support the notification of the Variation of Planning Agreement over 21 Parramatta Road, Homebush 2140 (the **Variation of 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 having regard to the Planning Agreements Practice Note and its contents have been agreed by the parties.

**Parties to the Variation of Planning Agreement**

The parties to the Variation of Planning Agreement are the Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468) (the **Minister**) and Hyside Projects Subtwo Pty Ltd (ACN 634 505 990) and Lyda Holdings Pty Ltd (ACN 632 382 533) (together, the **Developer**).

**Description of the Subject Land**

The Variation of Planning Agreement applies to Lot 3 in Deposited Plan 1219481 known as 21 Parramatta Road, Homebush 2140 (**Subject Land**).

**Description of the Proposed Development**

The Developer is seeking to construct an additional 17 storeys (comprising of approximately 148 residential apartments) above an 8-storey mixed-use building, known as “Building B” approved under DA2014/35 on the Subject Land, generally in accordance with DA/2021/327 which has been lodged with Strathfield Council (**Proposed Development**).

**Summary of Objectives, Nature and Effect of the Planning Agreement as varied by the Variation of Planning Agreement**

The Planning Agreement as varied by the Variation of Planning Agreement provides that the Developer will make a monetary contribution of \$10,000 for each Dwelling in the Development (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 7.1 of *Strathfield Local Environmental Plan 2012* (**LEP**).

The Planning Agreement required the Developer to pay an instalment of the Development Contribution prior to the issue of each relevant occupation certificate in accordance with Schedule 4 to the Planning Agreement.

The Developer is seeking to vary the Planning Agreement to change the timing for the payment of the Development Contribution, including to provide for a discount of the amount payable as the Development Contribution if payment is made before a certain date and to update the Planning Agreement to ensure compliance with the *Environmental Planning and Assessment Act 1979*.

In accordance with Schedule 4 of the Planning Agreement as varied by the Variation of Planning Agreement, the Developer will pay the Development Contribution at the following times:

- i. prior to the issue of the first Construction Certificate in relation to the Development; or
- ii. if no Construction Certificate is required, before the commencement of any work authorised by a Development Consent to the Development; or
- iii. if the first Construction Certificate has been issued, prior to the issue of the first Occupation Certificate for a building or part of a building in the Development.

The Developer is required to provide a \$20,000 bank guarantee in accordance with Schedule 5 to the Planning Agreement as varied by the Variation of Planning Agreement.

The objective of the Planning Agreement as varied by the Variation of Planning Agreement is to facilitate the delivery of the contributions from the Developer towards the provision of designated State public infrastructure referred to in clause 7.1 of the LEP.

No relevant capital works program by the Minister is associated with the Planning Agreement as varied by the Variation of Planning Agreement.

### **Assessment of Merits of Planning Agreement as varied by the Variation of Planning Agreement**

#### **The Public Purpose of the Planning Agreement as varied by the Variation of Planning Agreement**

In accordance with section 7.4(2) of the Act, the Planning Agreement as varied by the Variation of Planning Agreement has the following public purpose:

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

The Minister and the Developer have assessed the Planning Agreement as varied by the Variation of Planning Agreement and all hold the view that the provisions of the Planning Agreement as varied by the Variation of Planning Agreement provide a reasonable means of achieving the public purpose set out above. This is because it will ensure that the Developer makes an appropriate contribution towards the provision of infrastructure, facilities and services.

### **How the Planning Agreement as varied by the Variation of Planning Agreement Promotes the Public Interest**

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

The offer by the Developer to contribute towards the provision of designated State public infrastructure will have a positive impact on the public who will ultimately use it.

### **Requirements relating to Construction and Occupation Certificates**

The Planning Agreement as varied by the Variation of Planning Agreement specifies requirements that must be complied with prior to the issue of a Construction Certificate or an Occupation Certificate within the meaning of sections 21 and 48 of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021* respectively.