

Deed

Pondicherry Precinct & Combined Development Lot Threshold

Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Date: 30 Jun 2024

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**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

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Agreement**

Summary Sheet

Council:

Name: The Council of Camden

Address: 70 Central Avenue, Oran Park, NSW 2570

Telephone: (02) 4654 7777

Email: mail@camden.nsw.gov.au

Representative: Andrew Carfield – General Manager

Developer:

Name: Greenfields Development Company No.2 Pty Ltd

Address: 1675 The Northern Road BRINGELLY NSW 2556

Telephone: (02) 9043 7575

Email: mowens@greenfields.net.au

Representative: Mick Owens – General Manager, Development

Landowner:

Name: Leppington Pastoral Co Pty Ltd

Address: 1675 The Northern Rd BRINGELLY NSW 2556

Telephone: (02) 4773 4291

Email: tim.bryan@perichgroup.com.au

Representative: Tim Bryan, Chief Executive Officer, Perich Group

Land:

See definition of *Pondicherry Precinct Land* in clause 1.1.

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Development:

See definition of *Combined Development* in clause 1.1.

Development Contributions:

See clause 9 and Schedule 1.

**Application of s7.11, s7.12 and Division 7.1, Subdivision 4 of
the Act:**

See clause 8.

Security:

See Part 4.

Registration:

See clause 44.

Restriction on dealings:

See clause 45.

Dispute Resolution:

See Part 3.

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Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Camden Council ABN 31 117 341 764 of 70 Central Avenue, ORAN PARK NSW 2570 (**Council**)

and

Greenfields Development Company No.2 Pty Ltd ACN 133 939 965 of 1675 The Northern Rd BRINGELLY NSW 2556 (**Developer**)

and

Leppington Pastoral Co Pty Ltd ACN 000 420 404 of 1675 The Northern Rd BRINGELLY NSW 2556 (**Landowner**)

Background

- A The Landowner owns the Pondicherry Precinct Land.
- B The Developer has sought the preparation of the Planning Proposal to facilitate development on the Pondicherry Precinct Land.
- C The Planning Proposal seeks to amend the *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* to introduce B1 Neighbourhood Centre, C2 Environmental Conservation, R1 General Residential (Oran Park Precinct), R2 Low Density Residential, R3 Medium Density Residential, RE1 Public Recreation and SP2 Infrastructure zones.
- D The Developer is prepared to make Development Contributions to the Council in accordance with this Deed in connection with the LEP Amendment and the carrying out of the Pondicherry Precinct Development, the Pondicherry Precinct Additional Development, the Oran Park Additional Development, the Tranche 41 Development and the Tranche 41 Additional Development.

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Operative provisions

Part 1 - Preliminary

1 Interpretation

1.1 In this Deed the following definitions apply:

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

Approval includes approval, consent, licence, permission or the like.

Authority means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the *Local Government Act 1993*, or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.

Bank Guarantee means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

(a) one of the following trading banks:

- (i) Australia and New Zealand Banking Group Limited,
- (ii) Commonwealth Bank of Australia,
- (iii) Macquarie Bank Limited,
- (iv) National Australia Bank Limited,
- (iv) St George Bank Limited,
- (v) Westpac Banking Corporation, or

(b) any other financial institution approved by the Council in its absolute discretion.

Charge means the charge referred to in clause 36.1.

Charge Land means land comprising Lot 401 in Deposited Plan 1223631, or such other land as is accepted as the Charge Land under clause 35.

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Clearance Certificate means a clearance certificate issued by the Commissioner for Taxation under paragraph 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

Combined Development means the Pondicherry Precinct Development, the Pondicherry Precinct Additional Development, the Tranche 41 Development, the Tranche 41 Additional Development, the Oran Park Development and the Oran Park Additional Development.

Contribution Value in relation to a Development Contribution Item means the \$ amount specified in Column 7 of the table in Schedule 1 in respect of that Development Contribution Item or as agreed between the Parties as the

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value of the Development Contribution Item indexed quarterly from the date specified in Column 7 of the table in Schedule 1 in accordance with the CPI.

Cost means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

CPI means the *Consumer Price Index (All Groups – Sydney)* published by the Australian Bureau of Statistics.

Deed means this Deed and includes any schedules, annexures and appendices to this Deed.

Defect means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work.

Defects Liability Period means the period of 1 year commencing on the day immediately after a Work is completed for the purposes of this Deed.

Design Approval and Maintenance Schedule means the table in Schedule 2.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose, but does not include any Security or other benefit provided by a Party to the Council to secure the enforcement of that Party's obligations under this Deed for the purposes of s7.4(3)(g) of the Act.

Development Contribution Item means an item of Development Contribution specified in Column 1 of Schedule 1 or otherwise as agreed between the Parties in accordance with this Deed.

Dispute means a dispute or difference between the Parties under or in relation to this Deed.

ELNO has the meaning given to that term in the Participation Rules.

Equipment means any equipment, apparatus, vehicle or other equipment or thing to be used by or on behalf of the Developer in connection with the performance of its obligations under this Deed.

Final Lot means a lot created in the Combined Development, or any part of it, for separate residential occupation and disposition or a lot of a kind or created for a purpose that is otherwise agreed by the Parties, not being a lot created by a subdivision of the land:

- (a) that is to be dedicated or otherwise transferred to the Council, or
- (b) on which is situated a dwelling-house that was in existence on the date of this Deed.

Force Majeure means any event or circumstance not within the control of the party claiming Force Majeure, and which, by exercise of reasonable diligence, that party was and is not reasonably able to prevent or overcome, including:

- (a) an act of God including but not limited to any pandemic or epidemic;
- (b) a strike, lock out or other industrial disturbance;

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- (c) an act of an enemy or terrorist, including war, blockade or insurrection;
- (d) an act of any third party, including any accidental or malicious act, or vandalism; or
- (e) a riot or civil disturbance.

Foreign Resident Capital Gains Withholding Amount mean the amount a purchaser is required to pay to the Commissioner for Taxation under paragraph 14-200 of the *Taxation Administration Act 1953* (Cth).

GST has the same meaning as in the GST Law.

GST Law has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Just Terms Act means the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

LEP means the *Camden Local Environmental Plan 2010*.

LEP Amendment means an amendment to the LEP as a result of the Planning Proposal.

Maintain, in relation to a Work, means keep in a good state of repair and working order, and includes repair of any damage to the Work.

Maintenance Period, in relation to a Work, means the period of specified in Column 5 of the table in Schedule 2 commencing on the day immediately after a Work is completed for the purposes of this Deed.

Net Developable Area or **NDA** means the area, in hectares, which is proposed to be developed for residential purposes and in respect of a Stage, means such area, in hectares, of the Stage.

Oran Park Additional Development means development, within the meaning of the Act, of the Oran Park Land involving subdivision of the Oran Park Land to create any Final Lot over 7,756 Final Lots.

Oran Park Development means the development, within the meaning of the Act, of the Oran Park Land the subject of the Oran Park Planning Agreement.

Oran Park Land means the land to which the Oran Park Planning Agreement applies.

Oran Park Planning Agreement means the planning agreement under s7.4 of the Act entered into between the Developer, Landowner, Greenfields Development Company Pty Limited, Landcom and Camden Council on 22 September 2011 titled '*Oran Park Urban Release Area Planning Agreement*' as amended from time to time.

Participation Rules means the participation rules as determined by the *Electronic Conveyancing National Law* (NSW).

Party means a party to this Deed.

PEXA means Property Exchange Australia Ltd.

Planning Proposal means the document prepared under s3.33 of the Act dated December 2022 and the subject of a gateway determination under

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s3.34 of the Act proposing amendments to the *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* in respect of the Pondicherry Precinct Land to introduce B1 Neighbourhood Centre, C2 Environmental Conservation, R1 General Residential (Oran Park Precinct), R2 Low Density Residential, R3 Medium Density Residential, RE1 Public Recreation and SP2 Infrastructure zones.

Pondicherry Precinct Additional Development means development, within the meaning of the Act, of the Pondicherry Precinct Land involving the subdivision of the Pondicherry Precinct Land to create any Final Lot over 2,200 Final Lots, the subject of Development Consent (as modified from time to time) granted as a consequence of the making of the LEP Amendment.

Pondicherry Precinct Development means development, within the meaning of the Act, of the Pondicherry Precinct Land involving the subdivision of the Pondicherry Precinct Land to create up to 2,200 Final Lots and associated works, the subject of Development Consent (as modified from time to time) granted as a consequence of the making of the LEP Amendment.

Pondicherry Precinct Land means that land identified in the Plan contained at Schedule 4, and includes any lot created by the subdivision or consolidation of that land.

Rectification Notice means a notice in writing:

- (a) identifying the nature and extent of a Defect,
- (b) specifying the works or actions that are required to Rectify the Defect,
- (c) specifying the date by which or the period within which the Defect is to be rectified.

Rectify means rectify, remedy or correct.

Regulation means the *Environmental Planning and Assessment Regulation 2021 (NSW)*.

Security means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council indexed in accordance with the CPI from the date of this Deed.

Stage means a stage of the Pondicherry Precinct Development as shown on the Works Plan or as otherwise approved in writing by the Council for the purposes of this Deed.

Subdivision Certificate has the same meaning as in the Act.

Tranche 41 Additional Development means the development, within the meaning of the Act, of the Tranche 41 Land involving subdivision of the Tranche 41 Land to create any Final Lot over 460 Final Lots

Tranche 41 Development means the development, within the meaning of the Act, of the Tranche 41 Land the subject of the Tranche 41 Planning Agreement.

Tranche 41 Land means the land to which the Tranche 41 Planning Agreement applies.

Tranche 41 Planning Agreement means the planning agreement under s7.4 of the Act entered into between the Developer, Landowner and Council on 2

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September 2021 titled '*Pondicherry Part Precinct (Tranche 41) Planning Agreement*', as amended from time to time.

Visual Amenity Contact Standard has the same meaning as the term '*No contact (aesthetic uses)*' as used in the document *Guidelines for Managing Risks in Recreational Water* published by the Australian Government National Health and Medical Research Council dated February 2008 as amended or replaced from time to time.

Work means the physical result of any building, engineering or construction work in, on, over or under land.

Works Plan means the plan in Schedule 3.

- 1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.
 - 1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
 - 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
 - 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
 - 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
 - 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
 - 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
 - 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
 - 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
 - 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
 - 1.2.13 A reference to this Deed includes the agreement recorded in this Deed.

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- 1.2.14 A reference to a Party to this Deed includes a reference to the employees, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
- 1.2.16 Any schedules, appendices and attachments form part of this Deed.
- 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

2 Status of this Deed

- 2.1 This Deed is a planning agreement within the meaning of s7.4(1) of the Act.
- 2.2 The Developer and the Landowner agree that on and from the date they each execute this Deed until the date on which this deed commences in accordance with clause 3, clauses 36, 37, 38 and 45 of this Deed operates as a deed poll by the Developer and Landowner in favour of the Council.

3 Commencement

- 3.1 This Deed commences and has force and effect on and from the date when the Parties have:
 - 3.1.1 all executed the same copy of this Deed, or
 - 3.1.2 each executed separate counterparts of this Deed and exchanged the counterparts.
- 3.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.

4 Application of this Deed

- 4.1 This Deed applies to:
 - 4.1.1 the LEP Amendment, Pondicherry Precinct Land and the Pondicherry Precinct Development, and
 - 4.1.2 the Tranche 41 Development to the extent referred to in Schedule 1, and
 - 4.1.3 the Pondicherry Precinct Additional Development, the Oran Park Additional Development and the Tranche 41 Additional Development to the extent referred to in clause 8.1; and
 - 4.1.4 the development of any Final Lot in the Combined Development that exceeds the Combined Development Lot Threshold to the extent referred to in clause 10.

5 Warranties

- 5.1 The Parties warrant to each other that they:

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5.1.1 have full capacity to enter into this Deed, and

5.1.2 are able to fully comply with their obligations under this Deed.

6 Further agreements

6.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Deed that are not inconsistent with this Deed for the purpose of implementing this Deed.

7 Surrender of right of appeal, etc.

7.1 The Developer and Landowner are not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or an Approval relating to the Combined Development, or any part of it in so far as the subject-matter of the proceedings relates to this Deed.

8 Application of s7.11, s7.12 and Division 7.1, Subdivision 4 of the Act to the Development

8.1 This Deed excludes the application of s7.11 and s7.12 of the Act to the Pondicherry Precinct Development, the Pondicherry Precinct Additional Development, the Oran Park Additional Development and the Tranche 41 Additional Development.

8.2 This Deed does not exclude the application of Division 7.1, Subdivision 4 of the Act to the development referred to in clause 8.1.

Part 2 – Development Contributions

9 Provision of Development Contributions

9.1 The Developer and Landowner are to make Development Contributions to the Council in accordance with Schedule 1, any other provision of this Deed relating to the making of Development Contributions and otherwise to the satisfaction of the Council.

9.2 Any Contribution Value specified in this Deed in relation to a Development Contribution comprising the carrying out of Work or dedication of land does not serve to define the extent of the Developer's and Landowner's obligation to make those Development Contribution.

9.3 The Council is to apply each Development Contribution made by the Developer and Landowner under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.

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- 9.4 Despite clause 9.3, the Council may only apply a Development Contribution made under this Deed towards a public purpose other than the public purpose specified in this Deed if:
- 9.4.1 the Council is unable to apply a Development Contribution for the public purpose specified in this Deed due to a reason that is outside of the control of the Council (e.g. if the Council is prohibited from doing so by law); or
- 9.4.2 the Council reasonably considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified, provided that the Council reasonably considers that the new public purpose better serves the Development and that the Developer is consulted as to the proposed change in public purpose prior to the Council making any decision in that regard.
- 9.5 For the purposes of item 23 in Schedule 1 of the Tranche 41 VPA, the Parties acknowledge and agree that this Deed is a separate planning agreement under s7.4 of the Act referred to in Column 5 of that item, that this Deed is entered into for the provision of active recreation facilities at Pondicherry (as that term is defined in the Tranche 41 VPA) prior to the time that item is required to be paid and that, by entering into this Deed, the Developer is not required to provide item 23 in Schedule 1 of the Tranche 41 VPA as a Development Contribution under that document.

10 Development Contributions Where Combined Development Lot Threshold Exceeded

- 10.1 In this clause 10:
- Additional Lots Contribution*** means an Additional Lots Land Contribution or an Additional Lots Monetary Contribution,
- Additional Lots Land Contribution*** means:
- (a) in relation to a Final Lot in the Combined Development created for the purpose of a dwelling-house or another type of residential development not specified in paragraphs (b) or (c) of this definition – 150 square metres,
- (b) in relation to a Final Lot in the Combined Development created for the purpose of attached dwellings or multi-dwelling housing – 110 square metres,
- (c) in relation to a Final Lot in the Combined Development created for the purpose of a residential flat building – 75 square metres,
- Additional Lots Monetary Contribution*** means:
- (a) in relation to a Final Lot in the Combined Development created for the purpose of a dwelling-house or another type of residential development not specified in paragraphs (b) or (c) of this definition – \$60,000,
- (b) in relation to a Final Lot in the Combined Development created for the purpose of attached dwellings or multi-dwelling housing – \$45,000,
- (c) in relation to a Final Lot in the Combined Development created for the purpose of a residential flat building – \$30,000.

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Combined Development Lot Threshold means 10,416 Final Lots in the Combined Development.

- 10.2 The Developer and Landowner are to make an Additional Lots Contribution in accordance with this clause 10 in respect of the creation of each Final Lot in the Combined Development exceeding the Combined Development Lot Threshold.
- 10.3 The Developer is to notify the Council in writing prior to making an application for a Subdivision Certificate authorising the creation of one or more Final Lots in the Combined Development exceeding the Combined Development Lot threshold.
- 10.4 The Developer's notice under clause 10.3 is to specify:
- 10.4.1 the number of Final Lots that will exceed the Combined Development Lot Threshold, and
- 10.4.2 the purpose for which each of those Final lots will be created by reference to the type of development that will be carried out on each of them.
- 10.5 Upon receipt of the notice referred to in clause 10.2, the Council is use reasonable endeavours to notify the Developer and Landowner within twenty (20) business days :
- 10.5.1 whether the Developer and Landowner are required to make:
- (a) an Additional Lots Land Contribution or an Additional Lots Monetary Contribution in respect of each Final Lot the subject of the notice that will exceed the Combined Development Lot Threshold, or
- (b) a combination of Additional Lots Land Contributions and Additional Lots Monetary Contributions in respect of the Final lots the subject of the notice,
- 10.5.2 the public purpose(s) for which the Additional Lots Contributions the subject of the notice is to applied towards, and
- 10.5.3 in respect of any Additional Lots Land Contribution the subject of the notice, the specific location of the land to be dedicated.
- 10.6 The Developer and Landowner are to comply with the Council's notice under clause 10.5 irrespective of whether the notice was provided to the Developer and Landowner within the time referred to in that clause.
- 10.7 Any Additional Lots Monetary Contribution is to be indexed quarterly from the date of this Deed until the date of payment in accordance with the CPI.
- 10.8 Any Additional Lots Land Contribution dedicated by the Landowner is to be located generally in the area shown as DOS in the Works Plan.

11 [NOT USED]

12 Payment of monetary Development Contributions

- 12.1 A monetary Development Contribution is made for the purposes of this Deed when the Council receives the full amount of the contribution payable under

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this Deed in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.

13 Dedication of land

13.1 A Development Contribution comprising the dedication of land is made for the purposes of this Deed when:

13.1.1 the Council is provided with:

- (a) a Clearance Certificate that is valid at the time of dedication of land, or
- (b) the Foreign Resident Capital Gains Withholding Amount in respect of the land to be dedicated, and

13.1.2 one of the following has occurred:

- (a) a deposited plan is registered in the register of plans held with the Registrar-General that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* (NSW) or creates a public reserve or drainage reserve under the *Local Government Act 1993* (NSW) , or
- (b) the Council is given:
 - (i) an instrument in registrable form under the *Real Property Act 1900* duly executed by the registered proprietor as transferor that is effective to transfer the title to the land to the Council when executed by the Council as transferee and registered,
 - (ii) the written consent to the registration of the transfer of any person whose consent is required to that registration, and
 - (iii) a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the transfer, Or
- (c) the Council is given evidence that a transfer has been effected by means of electronic lodgement through PEXA or another ELNO.

13.2 The Landowner is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.

13.3 The Landowner is to ensure that land dedicated to the Council under this Deed is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except as otherwise agreed in writing by the Council.

13.4 If, having used all reasonable endeavours, the Landowner cannot ensure that land to be dedicated to the Council under this Deed is free from all encumbrances and affectations, the Landowner may request that Council agree to accept the land subject to those encumbrances and affectations, but the Council may withhold its agreement in its absolute discretion.

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- 13.5 Despite any other provision of this Deed, if the Landowner is required to dedicate land to the Council on which the Developer is also required to carry out a Work under this Deed, the Landowner is to comply with clause 13.1.2(b) not later than 7 days after the Work is completed for the purposes of this Deed

14 Work Health & Safety Obligations

Definitions

- 14.1 In this clause:

Designer means a person referred to in s22(1) of the WHS Act.

Principal Contractor means a person with whom the Developer has entered into an agreement to construct, install or commission a Work required to be provided by the Developer under this Deed.

Supplier means a person referred to in s25(1) of the WHS Act.

WHS Act means the *Work Health & Safety Act 2011* (NSW) and includes any regulations made under that Act.

Work means a Work required to be provided by the Developer under this Deed.

Workplace has the same meaning as in the WHS Act.

Relationship to WHS Act

- 14.2 In the event of any inconsistency between an obligation imposed by or under the WHS Act and an obligation imposed by this clause 14, the obligation imposed by or under the WHS Act will prevail to the extent of the inconsistency.

General obligation to comply with WHS Act

- 14.3 The Developer must:

14.3.1 ensure compliance with the WHS Act relating to the design of a Work, and

14.3.2 ensure, and must procure that the Principal Contractor ensures, compliance with the WHS Act relating to the supply, construction, installation or commissioning of a Work.

- 14.4 Clauses 14.5 – 14.12 apply without limiting the generality of the obligation imposed by clause 14.3.

Management & control of workplace where Work is to be provided

- 14.5 In so far as the Developer or the Principal Contractor has management or control of the Workplace where a Work is required to be provided, the Developer must ensure or procure that the Principal Contractor ensures, so far as is reasonably practicable, that the Workplace, and the means of

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entering and exiting the Workplace, and anything arising from the Workplace, are without risks to the health and safety of any person.

Management & control of fixtures, fittings & plant where Works are carried out

- 14.6 In so far as the Developer or the Principal Contractor has the management or control of fixtures, fittings or plant, in whole or in part, at a Workplace where a Work is required to be provided, the Developer is to ensure or procure that the Principal Contractor ensures, so far as is reasonably practicable, that the fixtures, fittings and plant are without risks to the health and safety of any person.

Design of Work

- 14.7 In respect of a Work to which clause 16 applies, the Developer must provide to the Council a copy of the final design of a Work, certified by the Designer, before the Work is constructed, installed or commissioned.
- 14.8 In respect of a Work to which clause 16 applies, the Developer must ensure that the Designer of a Work ensures, so far as is reasonably practicable, that the Work is designed to be without risks to the health and safety of persons as required by the WHS Act.
- 14.9 Without limiting the obligation imposed by clause 14.8, the Developer must ensure that the Designer of a Work ensures that the Work is designed in accordance with the applicable provisions of the document titled '*Safe Design of Structures - Code of Practice*' dated October 2018 published by Safe Work Australia or any document which is substituted for or replaces that document.
- 14.10 The Developer's obligation under clause 14.8 applies irrespective of whether the design of the Work required the Council's approval or the Council was consulted in the preparation of the design.
- 14.11 The Developer must ensure that the Designer provides to the Council adequate, current and relevant information about the design of a Work as required by the WHS Act.

Construction, installation & supply of Work

- 14.12 The Developer must ensure or procure that the Principal Contractor ensures, so far as is reasonably practicable, that the way a Work is supplied, installed, constructed or commissioned ensures that it is without risks to the health and safety of persons as required by the WHS Act.
- 14.13 The Developer must ensure or procure that the Principal Contractor ensures that the Supplier of any part of a Work provides to the Council adequate, current and relevant information about the Work as required by the WHS Act.

15 Carrying out of Work

- 15.1 Without limiting any other provision of this Deed, any Work that is required to be carried out by the Developer under this Deed is to be carried out in

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accordance with any design or specification specified or approved by the Council, any relevant Approval and any other applicable law.

15.2 Subject to clause 15.3, the Developer, at its own cost, is to comply with any reasonable direction given to it by the Council to prepare or modify a design or specification relating to a Work that the Developer is required to carry out under this Deed.

15.3 If the Council requires the Developer to prepare or modify a design or specification relating to a Work that the Developer is required to carry out under this Deed after:

15.3.1 the approval of the relevant design or specification by the Council in accordance with clause 16 of this Deed; or

15.3.2 any relevant Approval from an Authority for the Work has been granted,

the Council must bear, at its sole cost, any additional costs incurred by the Developer in complying with the requirements of the Council with respect to the modification to a design or specification, or relevant Approval.

16 Approval of design of Work

16.1 This clause 16 applies to a Development Contribution Item comprising a Work for which 'Yes' is specified in Column 3 of the table in the Design Approval and Maintenance Schedule corresponding to the item, or for which Development Consent has not yet been granted as at the date of this Deed.

16.2 Prior to lodging any application seeking Approval for a Work (including any Development Application), the Developer is to obtain the Council's approval under this clause for the design and specifications for the Work unless otherwise agreed in writing by the Council in relation to the Work.

16.3 Prior to commencing design of a Work, the Developer is to request that the Council provide the Developer with its requirements for the location (generally in accordance with the Works Plan), design, materials and specifications for the provision of the Work.

16.4 When requesting Council's requirements under clause 16.3, the Developer may provide a proposal, including preliminary concept designs, to assist Council in preparing its requirements.

16.5 The Council is to provide the Developer with its requirements for the Work in writing within 40 business days of receiving the request under clause 16.3.

16.6 Once the Developer receives the Council's requirements for a Work under clause 16.5, the Developer is to provide the initial design for the Work to Council for the Council's approval.

16.7 If Council does not provide the requirements for the works within the timeframe specified in clause 16.5, the Developer may proceed to prepare and lodge the initial design of the work.

16.8 The Council is to advise the Developer in writing whether it approves of the initial design of the Work within 40 business days of receiving the initial design from the Developer.

16.9 The Developer is to make any change to the initial design for the Work required by the Council.

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- 16.10 Once the initial design for a Work is approved, the Developer must submit a full copy of the draft application for Approval for the Work to Council and seek written certification from Council that the application for Approval is consistent with the approved initial design of the Work, and the Council must either provide the written certification, or advise the Developer that it will not provide the written certification and the reasons why, within 14 days.
- 16.11 Subject only to clause 16.12, the Developer is not to lodge any application for Approval for a Work to which this clause 14 applies unless:
- 16.11.1 the Council has first approved the initial design for the Work; and
- 16.11.2 Council has provided its written certification under clause 16.10 for that application.
- 16.12 Notwithstanding clause 16.11:
- 16.12.1 if Council does not provide a response to the initial design submitted by the Developer within the time frame required in clause 16.8, the Developer may lodge an application for an Approval for the Work consistent with the initial design submitted to Council, and
- 16.12.2 if Council does not provide a response the draft application for Approval for the Work within the time frame required in clause 16.10, the Developer may lodge the application for an Approval for the Work consistent with the initial design approved by the Council.
- 16.13 The Developer is to bear all Costs associated with obtaining the Council's approval or certification under this clause.
- 16.14 Following Approval being issued for a Work, the Developer is to work with Council in the preparation of the detailed design for it and submit the detailed design to the Council for its approval.
- 16.15 Subject to clause 16.19. The Developer is not to lodge any application for a Construction Certificate for a Work, with any Certifying Authority, unless the Council has first approved the detailed design for the Work, and provided its written certification that the application for a Construction Certificate is consistent with the approved detailed design of the Work.
- 16.16 The Council is to provide the written certification referred to in clause 16.15, or notify the Developer that it will not provide the written certification and the reasons why, within 14 days of being provided with a copy of the application for a Construction Certificate by the Developer.
- 16.17 Council's written certification specified in clause 16.15 shall specify any particular milestones of construction of a Work and if so, the Developer is to provide the Council with a minimum of 24 hours' notice prior to commencing a particular milestone and allow the Council access to the relevant land to inspect the Work.
- 16.18 Subject to clause 16.19, an application for a Construction Certificate for a Work is to be accompanied by the written certification referred to in clause 16.16 when lodged with the Certifying Authority.
- 16.19 Notwithstanding clauses 16.15 and 16.18 if Council does not provide a response to the detailed design submitted by the Developer within the time frame required in clause 16.16, the Developer may lodge an application for a Construction Certificate for the Work consistent with the detailed design submitted to Council.

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- 16.20 For the avoidance of doubt, nothing in this clause operates to fetter the Council's discretion, as consent authority, in determining any application for Approval for the Work

17 Maintenance Regime and Vegetation Management Plan

- 17.1 This clause does not apply to Development Contribution Items WB1, WB2, WB3, W1, W2, W3 and W4.
- 17.2 If 'Yes' is specified in Column 4 of the Design Approval and Maintenance Schedule in respect of a Work specified in Column 1, then the Developer is to prepare:
- 17.2.1 a detailed maintenance regime for that Work for the Maintenance Period specified in Column 5 of that Schedule corresponding to that Work, and
- 17.2.2 a detailed costings, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 17.3 If 'Yes' is specified in Column 6 of the Design Approval and Maintenance Schedule in respect of a Work specified in Column 1 then the Developer is to prepare a draft Vegetation Management Plan for the land on which the Work is to be located.
- 17.4 A detailed maintenance regime and costings prepared under clause 17.1, and a draft Vegetation Management Plan prepared under clause 17.3 are to be provided to the Council for the Council's approval at the following times:
- 17.4.1 if design approval is required under clause 16 – at the same time as it provides the initial design for the Work to the Council,
- 17.4.2 if design approval is not required under clause 16 – within 1 month of the Developer obtaining Development Consent from the relevant Authority for the relevant Work, or 1 month after the commencement of the Deed, whichever is later.
- 17.5 The Council is to advise the Developer in writing whether it approves of the detailed maintenance regime, detailed costings and draft Vegetation Management Plan within 1 month of receiving them from the Developer.
- 17.6 The Developer is to make any change to the detailed maintenance regime, detailed costings and draft Vegetation Management Plan required by the Council and re-submit them to the Council for approval and clause 17.5 re-applies to the amended documents.

18 Maintenance regime of lakes, wetlands and associated infrastructure

- 18.1 This clause applies to Development Contribution Items WB1, WB2, WB3, W1, W2, W3 and W4.
- 18.2 In respect of each Development Contribution Item to which this applies, the Developer is to prepare:

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- 18.2.1 a detailed maintenance regime for the Work for the Maintenance Period specified in Column 5 of that Schedule corresponding to that Work, and
- 18.2.2 a detailed costing, prepared by a suitably qualified person, for the carrying out of the maintenance regime.
- 18.3 In respect of each Development Contribution Item to which this applies the Developer is to prepare a draft Vegetation Management Plan for the land on which the Work is to be located.
- 18.4 The detailed maintenance regime and costings prepared under clause 18.2 are to include details of the following matters in respect of each year of the Maintenance Period:

Year of Maintenance Period	Maintenance obligations of Developer	Maintenance obligations of Council
1 st year	<ul style="list-style-type: none"> • Maintenance of terrestrial systems • Maintenance of aquatic systems (including mechanical and hydraulic systems, pumps, in-lake vegetation and in-wetland vegetation) • Water quality monitoring and reporting to enable maintenance of Visual Amenity Contact Standard • Water sample monitoring and reporting to enable maintenance of Visual Amenity Contact Standard • If fully automated sampling technology is used, details of installation and maintenance of such technology 	Nil
2 nd year	<ul style="list-style-type: none"> • Maintenance of terrestrial systems • Maintenance of aquatic systems (including mechanical and hydraulic systems, pumps, in-lake vegetation and in-wetland vegetation) • Water quality monitoring • Water sample monitoring • If fully automated sampling technology is used, details of installation and maintenance of such technology 	Nil
3 rd year	<ul style="list-style-type: none"> • Maintenance of aquatic systems (including mechanical and 	<ul style="list-style-type: none"> • Maintenance of terrestrial systems

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	<p>hydraulic systems, pumps, in-lake vegetation and in-wetland vegetation)</p> <ul style="list-style-type: none"> • Water quality monitoring • Water sample monitoring • If fully automated sampling technology is used, details of installation and maintenance of such technology • Developer and Developer's staff and consultants to provide advice, knowledge transfer and assistance to Council in respect of maintenance as and when requested by Council. 	
4 th year	<p>Developer and Developer's staff and consultants to provide advice, knowledge transfer and assistance to Council in respect of maintenance as and when requested by Council.</p>	<ul style="list-style-type: none"> • Maintenance of terrestrial systems • Maintenance of aquatic systems (including mechanical and hydraulic systems, pumps, in-lake vegetation and in-wetland vegetation)
5 th year	<p>Developer and Developer's staff and consultants to provide advice, knowledge transfer and assistance to Council in respect of maintenance as and when requested by Council.</p>	<ul style="list-style-type: none"> • Maintenance of terrestrial systems • Maintenance of aquatic systems (including mechanical and hydraulic systems, pumps, in-lake vegetation and in-wetland vegetation)

18.5 A detailed maintenance regime and costings prepared under clause 18.2, and a draft Vegetation Management Plan prepared under clause 18.3 are to be provided to the Council for the Council's approval at the following times:

18.5.1 if design approval is required under clause 16 – at the same time as it provides the initial design for the Work to the Council;

18.5.2 if design approval is not required under clause 16 – within 1 month of the Developer obtaining Development Consent from the relevant Authority for the relevant Work, or 1 month after the commencement of the Deed, whichever is later.

18.6 The Council is to advise the Developer in writing whether it approves of the detailed maintenance regime, detailed costings and draft Vegetation Management Plan within 1 month of receiving them from the Developer.

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- 18.7 The Developer is to make any change to the detailed maintenance regime, detailed costings and draft Vegetation Management Plan required by the Council and re-submit them to the Council for approval and clause 18.6 re-applies to the amended documents.
- 18.8 The Developer and the Council are responsible for their own Costs in carrying out their respective maintenance obligations specified in the table in clause 18.4 except as provided in clauses 18.9 and 18.10.
- 18.9 The Developer is responsible for all Costs, including any Costs incurred by the Council, associated with the operation of the recirculation system in respect of Development Contribution Items WB1, WB2 and WB3 during the Maintenance Period, including electricity Costs and Costs associated with maintenance, repair and replacement of plant and equipment. The Developer is to pay such Costs incurred by Council within 7 days of a written demand by the Council for such payment.
- 18.10 The Developer, at its own Cost, is to provide advice and training to the Council staff in the 1st and 2nd years of the Maintenance Period of Development Contribution Items WB1, WB2, WB3, W1, W2, W3 and W4.
- 18.11 The Developer is to pay to Council the Costs incurred by the Council during the 3rd, 4th and 5th years of the Maintenance Period of Development Contribution Items WB1, WB2, WB3, W1, W2, W3 and W4 in relation to obtaining advice from the Developer's consultants, as follows:
- (a) all Costs up to a total of \$100,000.00 (ex GST) for the 3rd, 4th and 5th years inclusive, and
 - (b) 50% of all Costs above \$100,000.00 (ex GST),
- and payment is to be made within 7 days of a written demand by the Council for such payment.
- 18.12 Within 30 days of the end of each year of the Maintenance Period for Development Contribution Items WB1, WB2, WB3, W1, W2, W3 and W4, the Developer is to provide a written report to the Council of the actual costs incurred by the Developer in carrying out its maintenance obligations specified in the table in clause 18.4 for that year of the Maintenance Period, supported by invoices or other written evidence reasonably required by the Council.

19 [NOT USED]

20 Variation to Work

- 20.1 The design or specification of any Work, or the staging of that Work, that is required to be carried out by the Developer under this Deed may be varied by agreement in writing between the Parties, acting reasonably, without the necessity for an amendment to this Deed
- 20.2 Without limiting clause 20.1, the Developer may make a written request to the Council to approve a variation to the design or specification of a Work in order

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to enable it to comply with the requirements of any Authority imposed in connection with any Approval relating to the carrying out of the Work.

- 20.3 The Council is not to unreasonably delay or withhold its approval to a request made by the Developer under clause 20.2.
- 20.4 The Council, acting reasonably, may from time to time give a written direction to the Developer requiring it to vary the design or specification of a Work and submit the variation to the Council for approval. Subject to clause 20.5, the Developer is to promptly comply with any such direction at its own cost.
- 20.5 If Council requests a variation to a Work after a Construction Certificate has been issued for the Work, then the Council must pay to the Developer an amount equal to the increase in the costs of completing the Work which results from the variation requested by the Council.
- 20.6 The Council must pay the amount referred to in clause 20.5 to the Developer after the Work is complete, and within 28 days of receipt of a tax invoice for the amount claimed and documentation which demonstrates the increase in costs as a result of the variation requested by the Council.
- 20.7 The Developer may request that the Council approve a variation to the Development Contribution Items comprising a Work to be provided under this Deed.
- 20.8 The Council, in its absolute discretion, may agree to a variation of the Development Contribution Items comprising a Work, provided that:
- 20.8.1 the variation does not result in the sum of the Contribution Values of all Development Contributions Items falling below the sum of the Contributions Values of all Development Contribution Items as at the date of this Deed; and
- 20.8.2 the variation is generally consistent with the intended objectives and outcomes of this Deed at the date of this Deed.
- 20.9 The Council is to act reasonably in determining whether to grant a variation to the staging of the provision of the Development Contribution Items.
- 20.10 If a variation is made to the Development Contribution Items pursuant to this clause, then Schedule 1 will be deemed to be amended to include the varied Contribution Items, and their Contribution Values.
- 20.11 A variation to the Development Contribution Items or the staging of the provision of the Development Contribution Items under this clause does not require a variation to this Deed.

21 Access to land by Developer

- 21.1 The Council is to permit the Developer, upon receiving reasonable prior notice from the Developer, to enter any Council owned or controlled land approved by the Council in order to enable the Developer to properly perform its obligations under this Deed.
- 21.2 Nothing in this Deed creates or gives the Developer any estate or interest in any part of the land referred to in clause 21.1.

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22 Access to land by Council

- 22.1 The Council may enter any land on which Work is being carried out by the Developer under this Deed in order to inspect, examine or test the Work, or to remedy any breach by the Developer of its obligations under this Deed relating to the Work.
- 22.2 The Council is to give the Developer and Landowner prior reasonable notice before it enters land under clause 22.1.
- 22.3 In accessing the land, the Council must ensure that it complies with the reasonable directions of the Developer, including in respect to the protection of people and property.

23 Protection of people, property & utilities

- 23.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the performance of its obligations under this Deed that:
 - 23.1.1 all necessary measures are taken to protect people and property,
 - 23.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 23.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 23.2 Without limiting clause 23.2, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as authorised in writing by the Council or any relevant Authority.

24 Developer to Repair and Maintain Work

- 24.1 The Developer is to Maintain any Work required to be carried out by the Developer under this Deed until the Work is completed for the purposes of this Deed or such later time as agreed between the Parties.
- 24.2 The Developer is to carry out its obligation under clause 24.1 at its own cost and to the satisfaction of the Council.

25 Deferral of Work

- 25.1 Notwithstanding any other provision of this Deed, if the Developer forms the view at any time, that it is unable to make a Development Contribution comprising a Work by the time that Work is required to be completed under this Deed, then:
 - 25.1.1 the Developer is to provide written notice to the Council to that effect;
 - 25.1.2 the Developer is to provide the Council with a Security for 110% of the amount of Contribution Value that is equivalent to the proportion of the uncompleted part of the Work before the date on which the Work is required to be completed under this Deed;

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- 25.1.3 the Developer is to provide to Council, for Council's approval, a revised completion date for the Work;
- 25.1.4 Council can approve, or not approve a revised completion date in its discretion, and if the Council does not approve the Developer's revised completion date for the Work, the Council and Developer are to negotiate in good faith and agree upon a revised completion date for the Work; and
- 25.1.5 the time for completion of the Work under this Deed will be taken to be the revised completion date approved by the Council under clause 25.1.4.
- 25.2 If the Developer complies with clause 25.1, then it will not be considered to be in breach of this Deed as a result of a failure to complete a Work by the time for completion of the Work specified in Column 6 of Schedule 1.
- 25.3 If the Work is not completed by the revised date for completion of the Work agreed under clause 25.1.5, then the Council may call on the Security to meet any of its costs incurred under this Deed in respect of the failure to complete the Work by the revised date for completion.
- 25.4 The Developer need not provide any additional Security under this clause if at the time the Security would be payable under this clause, Council holds Security under the other provisions of this Deed in an amount which covers the amount of Security required to be held under those other clauses, and the amount of Security required to be held under this clause.
- 25.5 If a party by reason of Force Majeure is delayed in performing or carrying out an obligation under this Deed and cannot perform or carry out the obligation by the time it is required to be performed or carried out, then that obligation is suspended for so long and to the extent that it is reasonably affected by the Force Majeure. In that case, the affected party must give notice to the other party with reasonable particulars including, so far as it is known, the probable extent to which the party will be reasonably delayed in performing or carrying out its obligations. A party is not liable for any reasonable delay in the performance of any of its obligations under this Deed to the extent that the delay is attributable to Force Majeure, regardless of the length of time for which the Force Majeure continues. For the avoidance of doubt, it is noted that a party to this Deed may still suffer damage which that party may seek to recover from a third party, due to a delay in the performance of an obligation under this Deed by a party to this document, attributable to circumstances amounting to Force Majeure which involve the third party.
- 25.6 If a party by reason of Force Majeure is unable to perform or carry out an obligation under this Deed then the parties are to meet and negotiate in good faith any reasonable amendments to this Deed.
- 25.7 Clauses 25.5 and 25.6 do not apply to any obligation to make a payment.

26 Completion of Work

- 26.1 When the Developer believes that a Development Contribution Item comprising a Work is complete, it must give the Council a written notice (**Completion Notice**) which:
- 26.1.1 specifies the Development Contribution Item to which it applies; and

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- 26.1.2 states that it has been issued under this clause 26.1.
- 26.2 The Council must, and the Developer must permit the Council to, inspect the Development Contribution Item the subject of the Completion Notice in the presence of a representative of the Developer within twenty one (21) days of the date that the notice is given to the Council.
- 26.3 Within seven (7) days of inspecting a Development Contribution Item that is the subject of a Completion Notice, the Council must give the Developer a notice:
- 26.3.1 confirming that the Development Contribution Item has been completed in accordance with this Deed; or
- 26.3.2 advising:
- (a) that the Council does not accept that the Development Contribution Item has been completed in accordance with this Deed; and
- (b) the reasons for that non-acceptance and directing the Developer to complete, rectify or repair any specified part of the Work.
- 26.4 For the avoidance of doubt, the Council may give more than one written notice under clause 26.3.2 if the Council reasonably considers that it is necessary to do so.
- 26.5 If the Council does not provide a notice under clause 26.3 within the time frame specified in that clause, the Development Contribution Item that is subject to the Completion Notice will be deemed to have been completed in accordance with this Deed.
- 26.6 If the Developer does not accept the matters contained in a notice issued by the Council under clause 26.3.2, then the Developer may, within 14 days of the notice:
- 26.6.1 serve notice on the Council to that effect, in which case the matter will be a Dispute; and
- 26.6.2 refer that Dispute immediately to the President of the Law Society and clauses 30.4 to 30.7 (inclusive) apply to that Dispute.
- 26.7 The Developer, at its Cost, is to promptly comply with:
- 26.7.1 a written notice under clause 26.3.2, if it does not serve notice on the Council under clause 26.6, or
- 26.7.2 the expert determination of the expert appointed by the President of the NSW Law Society under clause 30.4, if a Dispute has been referred under clause 26.6.2.
- 26.8 If:
- 26.8.1 the Council gives a notice under clause 26.3.2; and
- 26.8.2 the Developer believes it has complied with that notice or clause 30, as the case may be, then
- the Developer must issue a further Completion Notice with respect to that Development Contribution Item and clauses 26.2 to 26.7 inclusive reappplies.
- 26.9 A Development Contribution Item comprising a Work will be complete for the purpose of this Deed:

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- 26.9.1 on the date the Council issues a notice under clause 26.3.1 confirming that the Development Contribution Item is complete; or
- 26.9.2 if an expert has determined clause 30 that the Work is complete for the purposes of this Deed, on the date of the expert determination.
- 26.10 If the Council is the owner of the Land on which a Development Contribution Item has been completed, the Council assumes responsibility for the Work upon the date that Development Contribution Item was completed, but if it is not the owner at that time, it assumes that responsibility when the Development Contribution comprising the dedication of the Land upon which that Work is carried out is made to Council under this Deed.
- 26.11 The Developer is to Maintain any Development Contribution Item for which a Maintenance Period is specified in Column 5 of the table in Schedule 2 for the Development Contribution Item during the following periods:
- 26.11.1 in respect of a Development Contribution Item that is not WB1, WB2, WB3, W1, W2, W3 and W4 – during the Maintenance Period for the item,
- 26.11.2 in respect of Development Contribution Items WB1, WB2, WB3, W1, W2, W3 and W4 – during the 1st, 2nd and 3rd years of the Maintenance Period in accordance with the table in clause 18.4.
- 26.12 For the purpose of and without limiting clause 26.11, if a detailed maintenance regime has been approved by the Council under clause 17.5 or 18.6 in respect of a Development Contribution Item, then the Developer is to Maintain the Development Contribution Item in accordance with that detailed maintenance regime.

27 Rectification of defects

- 27.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period.
- 27.2 The Developer, at its own cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council.
- 27.3 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice that has been given to it under clause 27.1.

28 Works-As-Executed-Plan

- 28.1 No later than 60 days after Work is completed for the purposes of this Deed, the Developer is to submit to the Council a full works-as-executed-plan in respect of the Work.
- 28.2 The Developer, being the copyright owner in the plan referred to in clause 28.1, gives the Council a non-exclusive licence to use the copyright in the plans for the purposes of this Deed.

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29 Removal of Equipment

- 29.1 When Work on any Council owned or controlled land is completed for the purposes of this Deed, the Developer, without delay, is to:
- 29.1.1 remove any Equipment from Land and make good any damage or disturbance to the land as a result of that removal, and
 - 29.1.2 leave the land in a neat and tidy state, clean and free of rubbish.

Part 3 – Dispute Resolution

30 Dispute resolution – expert determination

- 30.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
- 30.1.1 the Parties to the Dispute agree that it can be so determined by Expert Determination, or
 - 30.1.2 the Chief Executive Officer (or equivalent) of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- 30.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 30.3 If a notice is given under clause 30.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 30.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 30.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 30.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 30.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

31 Dispute Resolution - mediation

- 31.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 30 applies.
- 31.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 31.3 If a notice is given under clause 31.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

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- 31.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 31.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 31.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 31.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

Part 4 - Enforcement

32 Security for performance of obligations

- 32.1 Upon the execution of this Deed by all of the Parties:
 - 32.1.1 the Developer is to provide the Council with Security in the form of a Bank Guarantee in the amount of \$2,000,000.00 ; and
 - 32.1.2 the Developer and Landowner are to procure the provision to the Council of Security in the form of a registered charge over the Charge Land in accordance with clause 36.
- 32.2 The Developer and Landowner are to ensure at all times that the Council holds Security equal to the greater of:
 - 32.2.1 the Contribution Value for the most valuable Contribution Item comprising a Work which has not been completed from time to time, within the meaning of this Agreement (**Outstanding Work**);
 - 32.2.2 10% of the sum of the Contribution Values of all Development Contribution Items comprising the dedication of land and the carrying out of Works, which:
 - (a) are not complete from time to time, within the meaning of this Agreement (if the Development Contribution Item is a Work); or
 - (b) have not been provided from time to time (if the Development Contribution Item is the dedication of land),**(Outstanding Land and Works Items)**; or
 - 32.2.3 \$1,000,000.00,provided that, if the sum of the Contribution Values of all Outstanding Land and Works Items falls below \$1,000,000.00, the Security required to be held under this clause is to equal the sum of the Contribution Values of all Outstanding Land and Works Items.

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- 32.3 The amount of the Security required to be held under this clause is to be indexed annually in accordance with the CPI and the Developer and Landowner are to ensure that the Security held by the Council at all times equals the indexed amount notified to the Developer and Landowner by Council.
- 32.4 The Council, in its absolute discretion and despite clause 21, may refuse to allow the Developer to enter, occupy or use any land owned or controlled by the Council or refuse to provide the Developer with any plant, equipment, facilities or assistance relating to the carrying out the Development if the Developer and Landowner have not provided the Security to the Council in accordance with this Deed.

33 Call-up of Security

- 33.1 Notwithstanding any other remedy it may have under this Deed, under any Act or otherwise at law or in equity, the Council may call-up and apply the Security in accordance with clause 42 if, in its absolute discretion and despite clauses 30 and 31, it considers that the Developer has breached this Deed.
- 33.2 If the Council calls on the Security, it may use the amount so paid to it in satisfaction of any costs incurred by it in remedying the breach.
- 33.3 If the Council calls-up the Security or any portion of it, it may, by written notice to the Developer and Landowner, require the Developer and Landowner to provide a further or replacement Security to ensure that the amount of Security held by the Council equals the amount it is entitled to hold under this Deed.

34 Release & return of Security

- 34.1 The Council is to release and return the Security or any unused part of it to the Developer within 28 days of completion by the Developer of all of its obligations under this Deed to the satisfaction of the Council.
- 34.2 The Developer may at any time provide the Council with a replacement Security in the amount of the Security required to be provided under this Deed.
- 34.3 On receipt of a replacement Security, the Council is to release and return the Security that has been replaced to the Developer within 28 days of receipt of the replacement Security.

35 Valuation of Charge Land and Alternative Charge Land

- 35.1 Council will, on or near each anniversary of the date of this Deed, appoint a valuer to conduct a valuation of the Charge Land.
- 35.2 The valuer is to be agreed between Council, the Developer and Landowner and, failing agreement, will be appointed by the Council.
- 35.3 Council will pay 50% of the costs of the valuer with the other 50% of the valuer's costs to be paid, on written demand by the Council, by the Developer except if the valuation shows that the value of the Security held by the Council

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under this Deed is insufficient to cover the Security required to be provided under clause 32 in which case the Developer:

35.3.1 is to pay 100% of the costs of valuer, and

35.3.2 is to provide additional Security so as to ensure the Council holds Security in an amount required to be provided under clause 32.

- 35.4 The Developer and Landowner are to provide Council, on each anniversary of the date of this Deed, with evidence satisfactory to the Council that there is no outstanding land tax payable in respect of the Charge Land, and no other charges registered against the Charge Land.
- 35.5 If there is land tax payable in respect of the Charge Land, or other mortgages, charges or interests created in or over the Charge Land, then the Council may, in its absolute discretion, require the Developer and Landowner to provide additional Security to ensure that Council holds Security to the value which was held before the land tax became payable, or the other charges, mortgages or interests were created.
- 35.6 The Landowner may, by notice in writing, seek the Council's approval to grant a charge in favour of the Council over an alternative site, and to discharge the Charge over the Charge Land.
- 35.7 On receipt of a notice under clause 35.6, Council will carry out a valuation of the proposed alternative site, and provided the valuation indicates that the alternative site has a value which, when added to the other Security held by Council under this Deed, equals the amount of Security required to be held under this Deed, Council will approve the grant of a charge over the alternative site, and will discharge the Charge over the Charge Land, and from that time onwards, a reference to the Charge Land will be taken to be a reference to the alternative site.
- 35.8 Clauses 35.2 and 35.3 apply to the appointment of a valuer for the purposes of clause 35.7.
- 35.9 The Landowner is to grant access to any valuer appointed under this clause 35 to the Charge Land or any alternative site proposed to replace the Charge Land.
- 35.10 The Developer is to bear the Council's costs associated with registration of any Charge over the Charge Land or any alternative site, and the discharge of any such Charge.
- 35.11 For the purposes of determining the value of the Security held by the Council under this Deed, the amount of the valuation of the Charge Land is to be the reduced by any value of the Charge Land that is being used to secure any development contributions under a separate planning agreement under s7.4 of the Act.

36 Grant of Charge

- 36.1 On the date of execution of this Deed, the Landowner grants to the Council a fixed and specific charge over the Landowner's right, title and interest in the Charge Land, to secure:
- 36.1.1 the performance of the Developer's obligation to make monetary Development Contributions under this Deed, and

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- 36.1.2 any damages that may be payable to the Council, or any costs which may be incurred by the Council in the event of a breach of this Deed by the Developer or Landowner.
- 36.2 Upon the execution of this Deed by the Landowner, the Landowner is to give to the Council an instrument in registrable form under the *Real Property Act 1900* duly executed by the Landowner that is effective to register the Charge on the title to the Charge Land.
- 36.3 If the Charge Land comprises part only of a lot in a deposited plan at the time that the instrument referred to in clause 36.2 is required to be given, the Landowner is to give the Council an instrument that charges a greater area of the Land which includes the whole of the Charge Land.
- 36.4 The Landowner is to do all other things necessary, including execute all other documents, to allow for the registration of the Charge.

37 Caveat

- 37.1 The Landowner agrees to the Council lodging a caveat over the Charge Land relating to the interest secured by the Charge.

38 Priority

- 38.1 The Landowner must not create any mortgage or charge or grant any other interest in or over the Charge Land ranking in priority equal with or ahead of the Charge.
- 38.2 The Landowner must not create any mortgage or charge over the Charge Land or grant any other interest in the Charge Land, which would not rank in priority equal with or ahead of the Charge, without the prior written approval of the Council.

39 Enforcement of Charge

- 39.1 If Council is entitled to call up any Security in respect of a breach of this Deed by the Developer or Landowner, and there is insufficient Security in any other form to meet the costs and expenses which the Council is entitled to recover from the Security, then this clause 39 applies.
- 39.2 The Landowner is to execute and do all such things as the Council may reasonably require for the purpose of the Council exercising the powers, authorities and discretions conferred by the grant of the Charge. In particular, the Landowner will as requested by the Council:
- 39.2.1 execute all transfers, conveyances, assignments and assurances of the Charge Land to Council or its nominee,
- 39.2.2 perform, or cause to be performed, all acts and things necessary or desirable to give effect to the Council's powers, authorities and discretions, and
- 39.2.3 give all notices, orders and directions which the Council considers to be expedient.

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- 39.3 Council may, at the Council's discretion and without notice:
- 39.3.1 enter upon and take possession of the Charge Land or any part of it, or
 - 39.3.2 with or without taking such possession, at the Council's discretion, sell, call in or convert into money, the Charge Land:
 - (a) at public auction or by private contract, and
 - (b) for a lump sum or a sum payable by instalments or for a sum on account and a mortgage charge for the balance, or
 - 39.3.3 if exercising rights under clause 39.3.2:
 - (a) upon sale, make any special or other stipulations as to title or evidence or commencement of title or otherwise which the Council may deem proper,
 - (b) buy in or rescind or vary any contract of sale of the Charge Land and resell the same without being responsible for any loss which may be incurred, and
 - (c) compromise and effect compositions and, for any of those purposes, execute and make all such assurances and things as the Council thinks fit.
- 39.4 Council may, at the Council's discretion, do any of the following things for the purpose of exercising the Council's powers of sale under clause 39.3:
- 39.4.1 appoint a receiver or manager of the Charge Land;
 - 39.4.2 remove any receiver or manager so appointed;
 - 39.4.3 pay such receiver or manager such remuneration as the Council thinks fit;
 - 39.4.4 repair and keep in repair any improvements, works, machinery, plant and other property on the Charge Land,
 - 39.4.5 insure all or any of the Charge Land or anything on it of an insurable nature against loss or damage by fire and other risks as the Council sees fit,
 - 39.4.6 settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Charge Land and execute releases or other discharges,
 - 39.4.7 bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever and whether civil or criminal in relation to the Charge Land,
 - 39.4.8 execute and do such acts, deeds and things as to the Council may appear necessary or proper for or in relation to any of the above things,
 - 39.4.9 generally do and cause to be done such acts and things which the Developer or Landowner might have done for the protection and the improvement of the Charge Land.
- 39.5 A receiver and manager appointed by the Council will have all of the powers of taking possession, selling and dealing with the Charge Land as are given to the Council under this Deed.

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- 39.6 The proceeds derived from the sale of the Charge Land pursuant to clause 39.3 will be applied as follows:
- 39.6.1 first, in paying all costs and expenses properly incurred or to be incurred in the performance or exercise of any of the powers vested in the Council under this Deed, including costs incurred in remedying the breach of the Deed; and
- 39.6.2 second, in paying the surplus (if any) to the Landowner.

40 Discharge

- 40.1 Within 28 days of the Developer and Landowner meeting all of their obligations under this Deed, the Council is to promptly give the Landowner a discharge of the Charge in registrable form and remove any and all caveats which the Council holds over the Charge Land.

41 Acquisition of land required to be dedicated

- 41.1 If the Landowner does not dedicate land required to be dedicated under this Deed at the time at which it is required to be dedicated, the Landowner consents to the Council compulsorily acquiring the land for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 41.2 The Council is to only acquire land pursuant to clause 41.1 if it considers it reasonable to do so having regard to the circumstances surrounding the failure by the Landowner to dedicate the land required to be dedicated under this Deed.
- 41.3 Clause 41.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.
- 41.4 If, as a result of the acquisition referred to in clause 41.1, the Council is required to pay compensation to any person other than the Landowner, the Developer and Landowner are to reimburse the Council that amount, upon a written request being made by the Council, or the Council can call on any Security provided under clause 32.
- 41.5 The Developer and Landowner indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the land concerned except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 41.6 The Developer and Landowner are to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 41, including without limitation:
- 41.6.1 signing any documents or forms,
- 41.6.2 giving land owner's consent for lodgement of any Development Application,
- 41.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*, and

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41.6.4 paying the Council's costs arising under this clause 41.

42 Breach of obligations

- 42.1 If the Council reasonably considers that the Developer or Landowner is in breach of any obligation under this Deed, it may give a written notice to the relevant Party:
- 42.1.1 specifying the nature and extent of the breach,
 - 42.1.2 requiring that Party to:
 - (a) rectify the breach if it reasonably considers it is capable of rectification, or
 - (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
 - 42.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 42.2 If the Developer or Landowner (as the case may be) fails to fully comply with a notice referred to in clause 42.1, the Council may, without further notice to that Party, call-up the Security provided by the Developer and Landowner under this Deed and apply it to remedy the breach.
- 42.3 If the Developer or Landowner fails to comply with a notice given under clause 42.1 relating to the carrying out of Work under this Deed, the Council may step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Developer or Landowner and any Equipment on such land for that purpose.
- 42.4 Any costs incurred by the Council in remedying a breach in accordance with clause 42.2 or clause 42.3 may be recovered by the Council by either or a combination of the following means:
- 42.4.1 by calling-up and applying the Security provided by the Developer under this Deed, or
 - 42.4.2 as a debt due in a court of competent jurisdiction.
- 42.5 For the purpose of clause 42.4, the Council's costs of remedying a breach the subject of a notice given under clause 42.1 include, but are not limited to:
- 42.5.1 the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - 42.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - 42.5.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 42.6 Nothing in this clause 42 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer or the Landowner, including but not limited to seeking relief in an appropriate court.

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43 Enforcement in a court of competent jurisdiction

- 43.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 43.2 For the avoidance of doubt, nothing in this Deed prevents:
 - 43.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates, or
 - 43.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

Part 5 – Registration & Restriction on Dealings

44 Registration of this Deed

- 44.1 The Parties agree to register this Deed for the purposes of s7.6(1) of the Act.
- 44.2 Upon commencement of this Deed, the Landowner is to deliver to the Council:
 - 44.2.1 an instrument in registrable form requesting registration of this Deed on the title to the Pondicherry Precinct Land, and for any part of the Oran Park Land and the Tranche 41 Land that is not a Final Lot, duly executed by the Landowner, and
 - 44.2.2 the written irrevocable consent of each person referred to in s7.6(1) of the Act to that registration.
- 44.3 The Landowner is to do such other things as are reasonably necessary to enable lodgement and registration of this Deed to occur electronically through PEXA or another ELNO.
- 44.4 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Land, the Oran Park Land and the Tranche 41 Land:
 - 44.4.1 in so far as the part of that land concerned is a Final Lot,
 - 44.4.2 in relation to any other part of that land, once the Developer and Landowner have completed their obligations under this Deed to the reasonable satisfaction of the Council or this Deed is terminated or otherwise comes to an end for any other reason.

45 Restriction on dealings

- 45.1 The Developer and Landowner are not to:
 - 45.1.1 sell or transfer the Pondicherry Precinct Land, the Oran Park Land and the Tranche 41 Land, other than a Final Lot, or
 - 45.1.2 assign their rights or obligations under this Deed, or novate this Deed,

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to any person unless:

- 45.1.3 they have, at no cost to the Council, first procured the execution by the person to whom the Pondicherry Precinct Land, the Oran Park Land and the Tranche 41 Land or part is to be sold or transferred or their rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
 - 45.1.4 the Council has given written notice to the Developer or Landowner (as the case may be) stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
 - 45.1.5 the Developer or Landowner (as the case may be) is not in breach of this Deed, and
 - 45.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 45.2 Subject to clause 45.3, the Developer and Landowner acknowledge and agree that they remain liable to fully perform their obligations under this Deed unless and until it has complied with its obligations under clause 45.1.
- 45.3 Clause 45.1 does not apply in relation to any sale or transfer of the Pondicherry Precinct Land, the Oran Park Land and the Tranche 41 Land if this Deed is registered on the title to the Pondicherry Precinct Land, the Oran Park Land and the Tranche 41 Land at the time of the sale.

Part 6 – Indemnities & Insurance

46 Risk

- 46.1 The Developer and Landowner perform this Deed at their own risk and its own cost.

47 Release

- 47.1 The Developer and Landowner release the Council from any Claim they may have against the Council arising in connection with the performance of the Developer's and Landowner's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

48 Indemnity

- 48.1 The Developer and Landowner indemnify the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's and Landowner's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

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49 Insurance

- 49.1 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Deed up until the Work is taken to have been completed in accordance with this Deed:
- 49.1.1 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,
 - 49.1.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
 - 49.1.3 workers compensation insurance as required by law, and
 - 49.1.4 any other insurance required by law.
- 49.2 If the Developer fails to comply with clause 49.1, 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:
- 49.2.1 by calling upon the Security provided by the Developer to the Council under this Deed, or
 - 49.2.2 recovery as a debt due in a court of competent jurisdiction.
- 49.3 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 49.1.

Part 7 – Other Provisions

50 Reports by Developer

- 50.1 The Developer is to provide the Council with a report detailing the performance of its and the Landowner's obligations under this Deed at each of the following times:
- 50.1.1 by not later than each anniversary of the date on which this Deed is entered into, and
 - 50.1.2 each time an application is made for a Subdivision Certificate that creates one or more Final Lot.
- 50.2 The reports referred to in clause 50.1 are to include sufficient detail to enable the Council to determine whether the Developer has complied with its obligations under this Deed at the relevant time and be in such a form and to address such matters as required by the Council from time to time.

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51 Review of Deed

- 51.1 The Parties agree to review this Deed every year, and otherwise if either party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed.
- 51.2 For the purposes of clause 51.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Pondicherry Precinct Development.
- 51.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 51.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.
- 51.4 If this Deed becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.
- 51.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 51.1 (but not 51.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

52 Notices

- 52.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
 - 52.1.1 delivered or posted to that Party at its address set out in the Summary Sheet, or
 - 52.1.2 emailed to that Party at its email address set out in the Summary Sheet.
- 52.2 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 52.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 52.3.1 delivered, when it is left at the relevant address,
 - 52.3.2 sent by post, 2 business days after it is posted, or
 - 52.3.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 52.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

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53 Approvals and Consent

- 53.1 Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed in that Party's absolute discretion and subject to any conditions determined by the Party.
- 53.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

54 Costs

- 54.1 The Developer is to pay to the Council the Council's costs of preparing, negotiating, executing, stamping, registering and removing registration of, this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.
- 54.2 The Developer is also to pay to the Council the Council's reasonable costs of enforcing this Deed within 7 days of a written demand by the Council for such payment.

55 Entire Deed

- 55.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.
- 55.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

56 Further Acts

- 56.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Deed and all transactions incidental to it.

57 Governing Law and Jurisdiction

- 57.1 This Deed is governed by the law of New South Wales.
- 57.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 57.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

58 Joint and Individual Liability and Benefits

- 58.1 Except as otherwise set out in this Deed:

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58.1.1 any agreement, covenant, representation or warranty under this Deed by 2 or more persons binds them jointly and each of them individually, and

58.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

59 No Fetter

59.1 Nothing in this Deed shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

60 Illegality

60.1 If this Deed or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

61 Severability

61.1 If a clause or part of a clause of this Deed 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.

61.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

62 Amendment

62.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with section 203 of the Regulation.

63 Waiver

63.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.

63.2 A waiver by a Party is only effective if it:

63.2.1 is in writing,

63.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,

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63.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,

63.2.4 is signed and dated by the Party giving the waiver.

63.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.

63.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

63.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

64 GST

64.1 In this clause:

Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice have the meaning given by the GST Law.

GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

Taxable Supply has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

64.2 Subject to clause 64.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.

64.3 Clause 64.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.

64.4 No additional amount shall be payable by the Council under clause 64.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.

64.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:

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- 64.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 64.5.2 that any amounts payable by the Parties in accordance with clause 64.2 (as limited by clause 64.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 64.6 No payment of any amount pursuant to this clause 60, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 64.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 64.8 This clause continues to apply after expiration or termination of this Deed.

65 Explanatory Note

- 65.1 The Appendix contains the Explanatory Note relating to this Deed required by section 205 of the Regulation.
- 65.2 Pursuant to section 205 of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed.

Schedule 1

(Clause 9)

Development Contributions

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Development Contribution Item	Stage/Tranche	Location identifier on the Works Plan	Public Purpose	Nature and Extent	Timing	Contribution Value (Indexed to CPI June 2023 quarter (134.0))

A. Carrying out of Work

1. Local Park LP1	B	LP1	Open Space	Construction and completion of a local park with an area of	Prior to the issuing of the Subdivision Certificate that, when	
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					approximately 5,000 square metres in the location identified as 'LP1' on the Works Plan.	added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage B into Final Lots.	\$944,159.76
2.	Riparian Corridor RC1	B	RC1	Drainage	Construction, establishment and embellishment of riparian corridor open space with an area of approximately 16,500 square metres in the location identified as 'RC1' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage B into Final Lots.	\$666,465.71
3.	Share Path SP1	B	SP1	Transport	Construction and completion of a shared path 2.5m wide with a length of approximately 315 metres along riparian corridor in the location identified as 'SP1' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage B into Final Lots.	\$71,569.33
4.	Green Corridor GC1.2	B	SC 1.2	Transport	Construction, establishment and completion of a 3.5m wide green corridor with a length of 302 metres in the location identified as 'GC1.2' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the	\$76,239.64

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5.	Green Corridor GC1.3	B	GC 1.3	Open Space	Construction, establishment and completion of a 3.5m wide green corridor with a length of 240 metres in the location identified as 'GC1.3' on the Works Plan.	subdivision of 90% of all NDA in Stage B into Final Lots. Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage B into Final Lots.	\$60,587.79
6.	Sub-arterial Road SR3	B	SR3	Transport	Construction and completion of approximately linear 207 metres of sub-arterial road in accordance with any relevant specifications in the Council's development control plan and design approved by the Council in the location identified as 'SR3' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage B into Final Lots.	\$836,111.53
7.	Amenities & Sports Courts AOS1	C	AOS1	Active open space	Construction, embellishment and completion of 92,100 square metres of active open space which includes: <ul style="list-style-type: none"> a double field with standard turf, amenities building, and associated car parking 	Double field with standard turf, amenities building, and associated carparking to be completed prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development and in the Tranche 41 Development, authorises the	\$16,740,406.93

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				<ul style="list-style-type: none"> a double field with hybrid turf and associated car parking <p>in the location identified as 'AOS1' on the Works Plan.</p>	<p>creation of the 1,875th Final Lot in that development.</p> <p>Double field with hybrid turf and associated carparking to be completed prior to the release of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development and in the Tranche 41 Development, authorises the creation of the 2,300th Final Lot in that development.</p>		
8.	Electricity Easement TLE1	C	TLE1	<p>Construction, embellishment and completion of landscaping works including turfing, planting, paving and retaining walls with an area of approximately 1.33 hectares (being an area that is or to be affected by an electrical easement) in the location identified as 'TLE1' on the Works Plan.</p>	<p>Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.</p>	\$1,289,308.21	
9.	Basin B5	C	B5	Drainage	<p>Construction and completion of a drainage basin with an area of approximately 700 square metres in the location identified as 'B5' on the Works Plan</p>	<p>Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the</p>	\$116,631.50

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subdivision of 90% of all NDA in **Stage C** into Final Lots.

10. Basin B6	C	B6	Drainage	Construction and completion of a drainage basin with an area of approximately 1,300 square metres in the location identified as 'B6' on the Works Plan	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$216,601.36
11. Basin B7	C	B7	Drainage	Construction and completion of a drainage basin with an area of approximately 1,300 square metres in the location identified as 'B7' on the Works Plan	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$216,601.36
12. Riparian Corridor RC2	C	RC2	Drainage	Construction, establishment and embellishment of riparian corridor open space with an area of approximately 13,000 square metres in the location identified as 'RC2' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$525,094.20

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13. Share Path SP2	C	SP2	Transport	Construction and completion of shared paths 2.5m wide with a length of approximately 2,605 metres in the locations identified as 'SP2' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$591,866.99
14. Share Path SP3	C	SP3	Transport	Construction and completion of shared paths 2.5m wide with a length of approximately 1,143 metres in the locations identified as 'SP3' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$259,694.42
15. Local Park LP2	C	LP2	Open Space	Construction and completion of a local park with an area of approximately 50,600 square metres in the location identified as 'LP2' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$10,116,949.51
16. Share Path SP4	C	SP4	Transport	Construction and completion of a shared path 2.5m wide with a length of approximately 122 metres	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued	\$27,718.91

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				in the location identified as 'SP4' on the Works Plan.	Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	
17. Basin B8	C	B8	Drainage	Construction and completion of a drainage basin with an area of approximately 700 square metres in the location identified as 'B8' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$116,631.50
18. Basin B9	C	B9	Drainage	Construction and completion of a drainage basin with an area of approximately 700 square metres in the location identified as 'B9' on the Works Plan	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$116,631.50
19. Basin B10	C	B10	Drainage	Construction and completion of a drainage basin with an area of approximately 300 square metres in the location identified as 'B10' on the Works Plan	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the	\$49,984.93

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					subdivision of 90% of all NDA in Stage C into Final Lots.	
20. Basin B11	C	B11	Drainage	Construction and completion of a drainage basin with an area of approximately 3,200 square metres in the location identified as 'B11' on the Works Plan	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$533,172.57
21. Basin B14	C	B14	Drainage	Construction and completion of a drainage basin with an area of approximately 52,100 square metres in the location identified as 'B14' on the Works Plan	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$2,314,857.57
22. Basin B15	C	B15	Drainage	Construction and completion of a drainage basin with an area of approximately 17,700 square metres in the location identified as 'B15' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$786,429.54

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23. Green Corridor GC1.1	C	GC1.1		Construction, establishment and completion of a 3.5m wide green corridor with a length of 210 metres in the location identified as 'GC1.1' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$53,014.32
24. Pedestrian Bridge PB1	C	PB1	Transport	Construction and completion of a pedestrian bridge approximately 85m long subject to design, in the location identified as 'PB1' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$1,211,755.84
25. N/A	N/A	N/A	N/A	N/A	N/A	N/A
26. Water Body WB1	C	WB1	Recreation, environmental and amenity	Construction of a lake and associated recirculation system comprising mechanical and hydraulic systems, pumps and establishment of in-lake vegetation, and maintenance of lake, with an area of approximately 10.38 ha, to at least Visual Amenity Contact	Construction and establishment to occur prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$10,097,965.34

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				Standard in the location identified as 'WB1' on the Works Plan.		
27. Water Body WB2	C	WB2	Recreation, environmental and amenity	Construction of a lake and associated recirculation system comprising mechanical and hydraulic systems, pumps and establishment of in-lake vegetation, and maintenance of lake, with an area of approximately 1.26 hectares to at least Visual Amenity Contact Standard in the location identified as 'WB2' on the Works Plan.	Construction and establishment to occur prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$636,171.82
28. Water Body WB3	C	WB3	Recreation, environmental and amenity	Construction of a lake and associated recirculation system comprising mechanical and hydraulic systems, pumps and establishment of in-lake vegetation, and maintenance of lake, with an area of approximately 2,000 square metres to at least Visual Amenity Contact Standard in the location identified as 'WB3' on the Works Plan.	Construction and establishment to occur prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$100,979.65
29. Wetland W1	C	W1	Environmental and amenity	Construction and establishment of a wetland with an area of approximately 3.01 hectares in the	Construction and establishment to occur prior to the issuing of the Subdivision Certificate that, when added to all previously issued	\$3,343,436.32

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				location identified as 'W1' on the Works Plan.	Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	
30. Wetland W2	C	W2	Environmental and amenity	Construction and establishment of a wetland with an area of approximately 1.00 hectares in the location identified as 'W2' on the Works Plan..	Construction and establishment to occur prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$1,110,776.19
31. Wetland W3	C	W3	Environmental and amenity	Construction and establishment of a wetland with a total area of approximately 1.38 hectares.	Construction and establishment to occur prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$1,532,871.14
32. Wetland W4	C	W4	Environmental and amenity	Construction and establishment of a wetland with an area of approximately 8,000 square metres	Construction and establishment to occur prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the	\$888,620.95

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				in the location identified as 'W4' on the Works Plan.	Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	
33. Collector Road CR1	C	CR1	Transport	Construction and completion of approximately linear 634 metres of collector road in accordance with any relevant specifications in the Council's development control plan and design approved by the Council in the location identified as 'CR1' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots.	\$2,560,844.01
34. Collector Road Crossing CRC1	C	CRC1	Transport	Construction and completion of a collector road crossing associated with Item CR1 subject to design, in a location approved by the Council.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots.	\$1,110,776.19
35. Collector Road CR2	C	CR2	Transport	Construction and completion of approximately linear 735 metres of collector road in accordance with any relevant specifications in the Council's development control plan and design approved by the	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the	\$2,968,801.81

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				Council in the location identified as 'CR2' on the Works Plan.	subdivision of 90% of all the NDA in Stage C into Final Lots.	
36. Collector Road Crossing CRC2	C	CRC2	Transport	Construction and completion of a collector road crossing associated with Item CR2 subject to design, in a location approved by the Council.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots.	\$1,110,776.19
37. Collector Road Crossing CRC3	C	CRC3	Transport	Construction and completion of a second collector road crossing associated with Item CR1 subject to design, in a location approved by the Council.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots.	\$2,832,479.28
38. Roundabouts RB	C	RB	Transport	Construction and completion of two (2) roundabouts associated with Item CR2 in the location shown on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots.	\$1,817,633.76

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39. Community Centre CC	C	CC	Community facilities	Construction of a combined multipurpose community centre of 1,050 square metres and car parking for 42 vehicles in the general location identified as 'CC' on the Works Plan. The centre co-locates a 451 square metre building from T28 (Oran Park) with a 599 square metre building for Pondicherry to create a larger community centre.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development and the Tranche 41 Development, authorises the creation of the 2,300th Final Lot in that development.	\$3,711,002.26
40. Local Park LP3	D	LP3	Open space	Construction and completion of a local park with an area of approximately 5,000 square metres in the location identified as 'LP3' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage D into Final Lots.	\$805,312.74
41. Local Park LP4	D	LP4	Open space	Construction and completion of a local park with an area of approximately 9,500 square metres in the location identified as 'LP4' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage D into Final Lots.	\$1,793,903.54

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42. Local Park LP5	D	LP5	Open space	Construction and completion of a local park with an area of approximately 5,000 square metres in the location identified as 'LP5' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage D into Final Lots.	\$805,312.74
43. Local Park LP6	E	LP6	Open space	Construction and completion of a local park with an area of approximately 5,300 square metres in the location identified as 'LP6' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots.	\$853,631.50
44. Local Park LP7	E	LP7	Open space	Construction and completion of a local park with an area of approximately 5,000 square metres in the location identified as 'LP7' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots.	\$999,698.57
45. Local Park LP8	E	LP8	Open space	Construction and completion of a local park with an area of approximately 14,600 square	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued	\$2,756,946.50

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				metres in the location identified as 'LP8' on the Works Plan.	Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots.	
46. Basin B12	E	B12	Drainage	Construction and completion of a drainage basin with an area of approximately 19,000 square metres in the location identified as 'B12' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots.	\$2,110,474.76
47. Basin B13	E	B13	Drainage	Construction and completion of a drainage basin with an area of approximately 14,500 square metres in the location identified as 'B13' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots.	\$1,610,625.47
48. Share Path SP5	E	SP5	Transport	Construction and completion of shared paths 2.5m wide with a length of approximately 1,558 metres in the locations identified as 'SP5' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the	\$353,984.17

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49. Sports Courts AOS2	E	AOS2	Community facilities	Construction, embellishment and completion of 23,900 square metres of active open space which includes five (5) sports courts and an amenities building in the location identified as 'AOS2' in the Works Plan.	subdivision of 90% of all the NDA in Stage E into Final Lots. Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, that authorises the subdivision of 90% of all the NDA in Stage E into Final Lots.	\$4,344,144.69
50. Green Corridor GC1.4	E	GC 1.4 Part		Construction, establishment and completion of a 3.5m wide green corridor with a length of 280 metres in the location identified as 'GC1.4' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots.	\$70,685.76
51. Green Corridor GC2	E	GC 2		Construction, establishment and completion of a 3.5m wide green corridor with a length of 292 metres in the location identified as 'GC2' on the Works Plan.	Prior to the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots.	\$73,715.15

B. Dedication of Land

						Contribution Value (Indexed to September 2022 Land Value Index)
52. Local Park LP1	B	LP1	Open Space	Dedication to Council free of cost to the Council, land of an area measuring approximately 5,000 square metres for a local park in the location identified as 'LP1' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage B into Final Lots, or as otherwise agreed between the Parties in writing.	\$2,000,000.00
53. Riparian Corridor Area RC1	B	RC1	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 1.65 hectares for a riparian corridor in the location identified as 'RC1' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage B into Final Lots, or as	\$0

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otherwise agreed between the Parties in writing.

54. Sub-arterial Road SR3	B	SR3	Transport	Dedication to Council free of cost to the Council, land of an area measuring approximately 17,200 square metres for a sub-arterial road in the location identified as 'SR3' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage B into Final Lots, or as otherwise agreed between the Parties in writing.	\$2,880,000.00
55. Sports Park Land AOS1	C	AOS1		Dedication to Council free of cost to the Council, land of an area measuring approximately 92,100 sqm for active open space in the location identified as 'AOS1' on the Works Plan.	Part of the land for the double field with standard turf, amenities building and associated carparking to be dedicated prior to 12 months after issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development and in the Tranche 41 Development, authorises the creation of the 1,875th Final Lot in that development, or as otherwise agreed between the Parties in writing.	\$36,840,000.00

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The remainder of the land being for the double field with hybrid turf and associated carparking to be dedicated prior to 12 months after issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development and in the Tranche 41 Development, authorises the creation of the 2,300th Final Lot in that development, or as otherwise agreed between the Parties in writing.

56. Electricity Easement TLE1	C	TLE1		Dedication to Council free of cost to the Council, land of an area measuring approximately 1.33 hectares for passive open space in the location identified as 'TLE1' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage B into Final Lots, or as otherwise agreed between the Parties in writing.	\$0
57. Basin B5	C	B5	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 700 square metres for drainage basin in	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in	\$280,000.00

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				the location identified as 'B5' on the Works Plan.	the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage B into Final Lots, or as otherwise agreed between the Parties in writing.	
58. Basin B6	C	B6	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 1,300 square metres for drainage basin in the location identified as 'B6' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage B into Final Lots, or as otherwise agreed between the Parties in writing.	\$520,000.00
59. Basin B7	C	B7	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 1,300 square metres for drainage basin in the location identified as 'B7' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage B into Final Lots, or as otherwise agreed between the Parties in writing.	\$520,000.00

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60. Riparian Corridor RC2	C	RC2	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 13,000 square metres for a riparian corridor in the location identified as 'RC2' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$0
61. Basin B8	C	B8	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 700 square metres for drainage basin in the location identified as 'B8' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$280,000.00
62. Basin B9	C	B9	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 700 square metres for drainage basin in the location identified as 'B9' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as	\$280,000.00

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otherwise agreed between the Parties in writing.

63. Basin B10	C	B10	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 300 square metres for drainage basin in the location identified as 'B10' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$120,000.00
64. Basin B11	C	B11	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 3,200 square metres for drainage basin in the location identified as 'B11' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$1,280,000.00
65. Basin B14	C	B14	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 52,100 square metres for drainage basin in	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the	\$2,605,000.00

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				the location identified as 'B14' on the Works Plan.	subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	
66. Water Bodies WB1	C	WB1	Recreation, environmental and amenity	Dedication to Council free of cost to the Council, land of an area measuring approximately 10.38 hectares for a lake in the location identified as 'WB1' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$5,190,000.00
67. Water Bodies WB2	C	WB2	Recreation, environmental and amenity	Dedication to Council free of cost to the Council, land of an area measuring approximately 1.26 hectares for a lake in the location identified as 'WB2' on the Works Plan..	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$630,000.00
68. Water Bodies WB3	C	WB3	Recreation, environment	Dedication to Council free of cost to the Council, land of an area measuring approximately 2,000 square metres for a lake in the	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in	\$100,000.00

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			al and amenity	location identified as 'WB3' on the Works Plan.	the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	
69. Local Park LP2	C	LP2	Open Space	Dedication to Council free of cost to the Council, land of an area measuring approximately 50,600 square metres for a local park in the location identified as 'LP2' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$20,240,000.00
70. Wetland W1	C	W1	Environment al and amenity	Dedication to Council free of cost to the Council, land of an area measuring approximately 3.01 hectares for a wetland in the location identified as 'W1' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$1,505,000.00

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71. Wetland W2	C	W2	Environmental and amenity	Dedication to Council free of cost to the Council, land of an area measuring approximately 1.00 hectares for a wetland in the location identified as 'W2' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$500,000.00
72. Wetland W3	C	W3	Environmental and amenity	Dedication to Council free of cost to the Council, land of an area measuring approximately 1.38 hectares for a wetland in the location identified as 'W3' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$2,070,000.00
73. Wetland W4	C	W4	Environmental and amenity	Dedication to Council free of cost to the Council, land of an area measuring approximately 18,000 square metres for a wetland in the location identified as 'W4' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots, or as	\$1,200,000.00

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otherwise agreed between the Parties in writing.

74. Collector Road CR1	C	CR1	Transport	Dedication to Council free of cost to the Council, land of an area measuring approximately 1.39 hectares for a collector road in the location identified as 'CR1' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$5,560,000.00
75. Collector Road CR2	C	CR2	Transport	Dedication to Council free of cost to the Council, land of an area measuring approximately 2.03 hectares for a collector road in the location identified as 'CR2' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage C into Final Lots, or as otherwise agreed between the Parties in writing.	\$8,120,000.00
76. Community Centre CC	C	CC	Community facilities	Dedication to Council free of cost to the Council, land of an area measuring approximately 2,628 square metres to accommodate a multipurpose community centre of 1,050 square metres and	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development and the Tranche 41	\$1,051,200.00 (nominal, based on site area of 2,628 square metres)

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				associated car parking for 42 vehicles, subject to detailed design, in the general location identified as 'CC' on the Works Plan.	Development, authorises the creation of the 2,300th Final Lot in that development.	
77. Local Park LP3	D	LP3	Open Space	Dedication to Council free of cost to the Council, land of an area measuring approximately 5,000 square metres for a local park in the location identified as 'LP3' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage D into Final Lots, or as otherwise agreed between the Parties in writing.	\$2,000,000.00
78. Local Park LP4	D	LP4	Open Space	Dedication to Council free of cost to the Council, land of an area measuring approximately 9,500 square metres for a local park in the location identified as 'LP4' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage D into Final Lots, or as otherwise agreed between the Parties in writing.	\$3,800,000.00
79. Local Park LP5	D	LP5	Open Space	Dedication to Council free of cost to the Council, land of an area measuring approximately 5,000 square metres for a local park in	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in	\$2,000,000.00

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				the location identified as 'LP5' on the Works Plan.	the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage D into Final Lots, or as otherwise agreed between the Parties in writing.	
80. Local Park LP6	E	LP 6	Open Space	Dedication to Council free of cost to the Council, land of an area measuring approximately 5,300 square metres for a local park in the location identified as 'LP6' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots, or as otherwise agreed between the Parties in writing.	\$2,120,000.00
81. Local Park LP7	E	LP7	Open Space	Dedication to Council free of cost to the Council, land of an area measuring approximately 5,000 square metres for a local park in the location identified as 'LP7' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots, or as otherwise agreed between the Parties in writing.	\$250,000.00
82. Local Park LP8	E	LP8	Open Space	Dedication to Council free of cost to the Council, land of an area	Within 12 months after the issuing of the Subdivision Certificate that,	\$730,000.00

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				measuring approximately 14,600 square metres for a local park in the location identified as 'LP8' on the Works Plan.	when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots, or as otherwise agreed between the Parties in writing.	
83. Basin B12	E	B12	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 19,000 square metres for drainage basin in the location identified as 'B12' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots, or as otherwise agreed between the Parties in writing.	\$950,000.00
84. Basin B13	E	B13	Drainage	Dedication to Council free of cost to the Council, land of an area measuring approximately 14,500 square metres for drainage basin in the location identified as 'B13' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots, or as otherwise agreed between the Parties in writing.	\$725,000.00

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85. Sports Courts AOS2	E	AOS2	Active open space	Dedication to Council free of cost to the Council, land of an area measuring approximately 23,900 sqm for active open space in the location identified as 'AOS2' on the Works Plan.	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development, authorises the subdivision of 90% of all the NDA in Stage E into Final Lots, or as otherwise agreed between the Parties in writing.	\$9,560,000.00
86. Open Space Reconciliation			Open Space	Dedication to Council free of cost to the Council, land for open space generally in the area shown as AOS1 in the Works Plan, of an area sufficient to make good (if required) any shortfalls in the area of open space provided in Stages B to E, if the aggregate area of all LP items and all AOS items is less than 21.6 hectares, exclusive of Tranche 41 open space areas .	Within 12 months after the issuing of the Subdivision Certificate that, when added to all previously issued Subdivision Certificates in the Pondicherry Precinct Development and Tranche 41 Development, authorises the creation of the 2,600th Final Lot in that development, or as otherwise agreed between the Parties in writing.	TBC, if required
87. N/A	N/A	N/A	N/A	N/A	N/A	

C. Monetary Contributions

88. Lakes maintenance Contribution	N/A	N/A	Drainage	Developer to pay monetary Development Contributions in the following amounts towards the following purposes:	<ul style="list-style-type: none"> \$121,550 towards replacement of mechanical and hydraulic systems 	Amount to be paid on the date that is the third anniversary of the date of the completion of construction of Development Contribution Items WB1, WB2 and WB3 under this Deed	\$121,550
89. Management and administration	N/A	N/A	Management and administration	Developer to pay monetary Development Contributions in the amount of \$75 per Final Lot to be created in the Pondicherry Precinct Development and Pondicherry Precinct Additional Development		Amount for a Final Lot is to be paid prior to the issuing of the Subdivision Certificate for the plan of subdivision that creates that Final Lot.	\$75 per Final Lot to be created
90. N/A	N/A	N/A	N/A	N/A		N/A.	N/A
91. N/A	N/A	N/A	N/A	N/A		N/A	N/A
92. N/A	N/A	N/A	N/A	N/A		N/A	N/A

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93. Monetary Contribution towards Pedestrian Bridge	C	PB 2	Transport	Developer to pay monetary Development Contributions in the amount of \$523,478.52	Amount to be paid prior to the issuing of the first Subdivision Certificate for Stage C	\$523,478.52
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Schedule 2

(Clause 1.1)

Design Approval and Maintenance Schedule

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Development Contribution Item	Location identifier on Works Plan	Design Approval required? (Clause 16)	Maintenance regime required? (Clause 17)	Maintenance Period (Clause 17)	Vegetation Management Plan required? (Clause 17.3)
1. Local Park LP1	LP1	Yes	Yes	1 Year	No
2. Riparian Corridor RC1	RC1	No	Yes	5 Years	Yes
3. Share Path SP1	SP1	No	Yes	1 Year	No
4. Green Corridor GC1.2	GC1.2	No	Yes	1 Year	No
5. Green Corridor GC1.3	GC1.3	No	Yes	1 Year	No

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6.	Sub-arterial Road SR3	SR3	Yes	Yes	1 Year	No
7.	Amenities & Sports Courts AOS1	AOS1	Yes	Yes	1 Year	No
8.	Electricity Easement TLE1	TLE1	Yes	Yes	5 Years	No
9.	Basin B5	B5	No	Yes	1 Year	No
10.	Basin B6	B6	No	Yes	1 Year	No
11.	Basin B7	B7	No	Yes	1 Year	No
12.	Riparian Corridor RC2	RC2	No	Yes	5 Years	Yes
13.	Share Path SP2	SP2	No	Yes	1 Year	No
14.	Share Path SP3	SP3	No	Yes	1 Year	No
15.	Local Park LP2	LP2	Yes	Yes	1 Year	No
16.	Share Path SP4	SP4	No	Yes	1 Year	No
17.	Basin B8	B8	No	Yes	1 Year	No
18.	Basin B9	B9	No	Yes	1 Year	No
19.	Basin B10	B10	No	Yes	1 Year	No

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20. Basin B11	B11	No	Yes	1 Year	No
21. Basin B14	B14	No	Yes	1 Year	No
22. Basin B15	B15	No	Yes	1 Year	No
23. Green Corridor GC1.1	GC1.1	No	Yes	1 Year	No
24. Pedestrian Bridge PB1	PB1	No	Yes	1 Year	No
25. Pedestrian Bridge PB2	PB2	No	Yes	1 Year	No
26. Water Body WB1	WB1	Yes	Yes	5 years	Yes
27. Water Body WB2	WB2	Yes	Yes	5 years	Yes
28. Water Body WB3	WB3	Yes	Yes	5 years	Yes
29. Wetland W1	W1	Yes	Yes	5 years	Yes
30. Wetland W2	W2	Yes	Yes	5 years	Yes
31. Wetland W3	W3	Yes	Yes	5 years	Yes
32. Wetland W4	W4	Yes	Yes	5 years	Yes
33. Collector Road CR1	CR1	Yes	Yes	1 Year	No

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34. Collector Road Crossing CRC1	CRC1	No	Yes	1 Year	No
35. Collector Road CR2	CR2	Yes	Yes	1 Year	No
36. Collector Road Crossing CRC2	CRC2	No	Yes	1 Year	No
37. Collector Road Crossing CRC3	CRC3	No	Yes	1 Year	No
38. Roundabouts CR2 – RB	CR2 – RB	Yes	Yes	1 Year	No
39. Community Centre CC	CC	Yes	Yes	1 Year	No
40. Local Park LP3	LP3	Yes	Yes	1 Year	No
41. Local Park LP4	LP4	Yes	Yes	1 Year	No
42. Local Park LP5	LP5	Yes	Yes	1 Year	No
43. Local Park LP6	LP6	Yes	Yes	1 Year	No
44. Local Park LP7	LP7	Yes	Yes	1 Year	No
45. Local Park LP8	LP8	Yes	Yes	1 Year	No
46. Basin B12	B12	No	Yes	1 Year	No

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47. Basin B13	B13	No	Yes	1 Year	No
48. Share Path SP5	SP5	No	Yes	1 Year	No
49. Sports Courts AOS2	AOS2	Yes	Yes	1 Year	No
50. Green Corridor GC1.4	GC1.4 Part	No	Yes	1 Year	No
51. Green Corridor GC 2	GC 2	No	Yes	1 Year	No

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Development Lot Threshold Planning

Schedule 3

(Clause 9)

Works Plan

See next page.

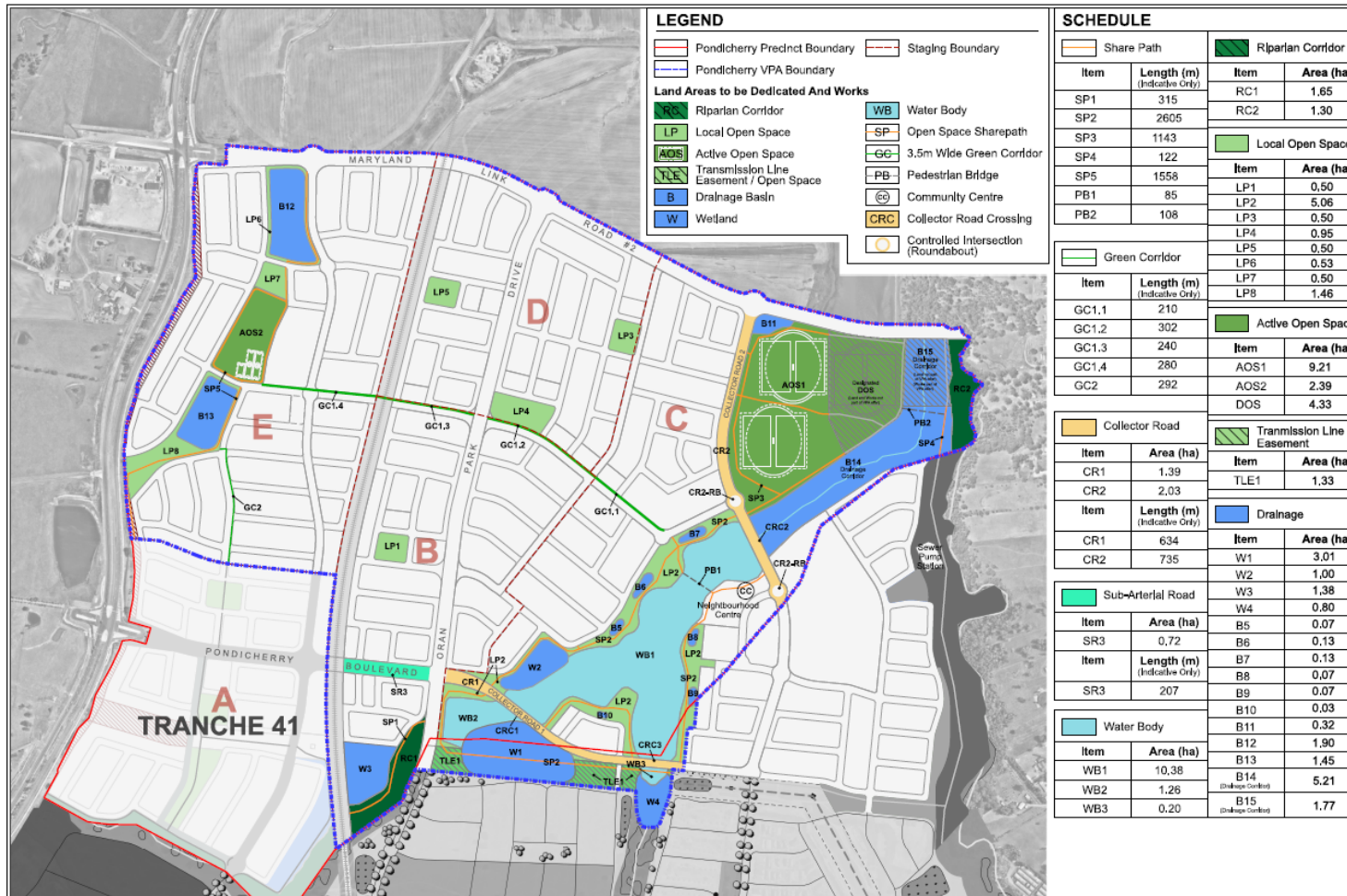
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Development Lot Threshold Planning



LEGEND

- Pondicherry Precinct Boundary
- Pondicherry VPA Boundary
- Staging Boundary
- Riparian Corridor
- Local Open Space
- Active Open Space
- Transmission Line Easement / Open Space
- Drainage Basin
- Welland
- Water Body
- Open Space Sharepath
- 3.5m Wide Green Corridor
- Pedestrian Bridge
- Community Centre
- Collector Road Crossing
- Controlled Intersection (Roundabout)

SCHEDULE

Item	Length (m) (Indicative Only)	Item	Area (ha)
SP1	315	RC1	1.65
SP2	2605	RC2	1.30
SP3	1143		
SP4	122		
SP5	1558		
PB1	85		
PB2	108		

Item	Length (m) (Indicative Only)	Item	Area (ha)
GC1,1	210	LP1	0.50
GC1,2	302	LP2	5.06
GC1,3	240	LP3	0.50
GC1,4	280	LP4	0.95
GC2	292	LP5	0.50
		LP6	0.53
		LP7	0.50
		LP8	1.46

Item	Area (ha)	Item	Area (ha)
CR1	1.39	TLE1	1.33
CR2	2.03		

Item	Length (m) (Indicative Only)	Item	Area (ha)
CR1	634	W1	3.01
CR2	735	W2	1.00
		W3	1.38
		W4	0.80
		B5	0.07
		B6	0.13
		B7	0.13
		B8	0.07
		B9	0.07
		B10	0.03
		B11	0.32
		B12	1.90
		B13	1.45
		B14	5.21
		B15	1.77

Item	Area (ha)
SR3	0.72
SR3	207

Item	Area (ha)
WB1	10.38
WB2	1.26
WB3	0.20

Pondicherry Local VPA Facilities
PONDICHERRY

Scale: 0 80 160 240 320 400 metres

Project: PONDICHERRY VPA
Date: 18/03/2024
Scale: 1:10,000

Design+Planning

Pondicherry Precinct (excluding Tranche 41) & Combined Agreement

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Development Lot Threshold Planning

Schedule 4

Plan of Pondicherry Precinct Land

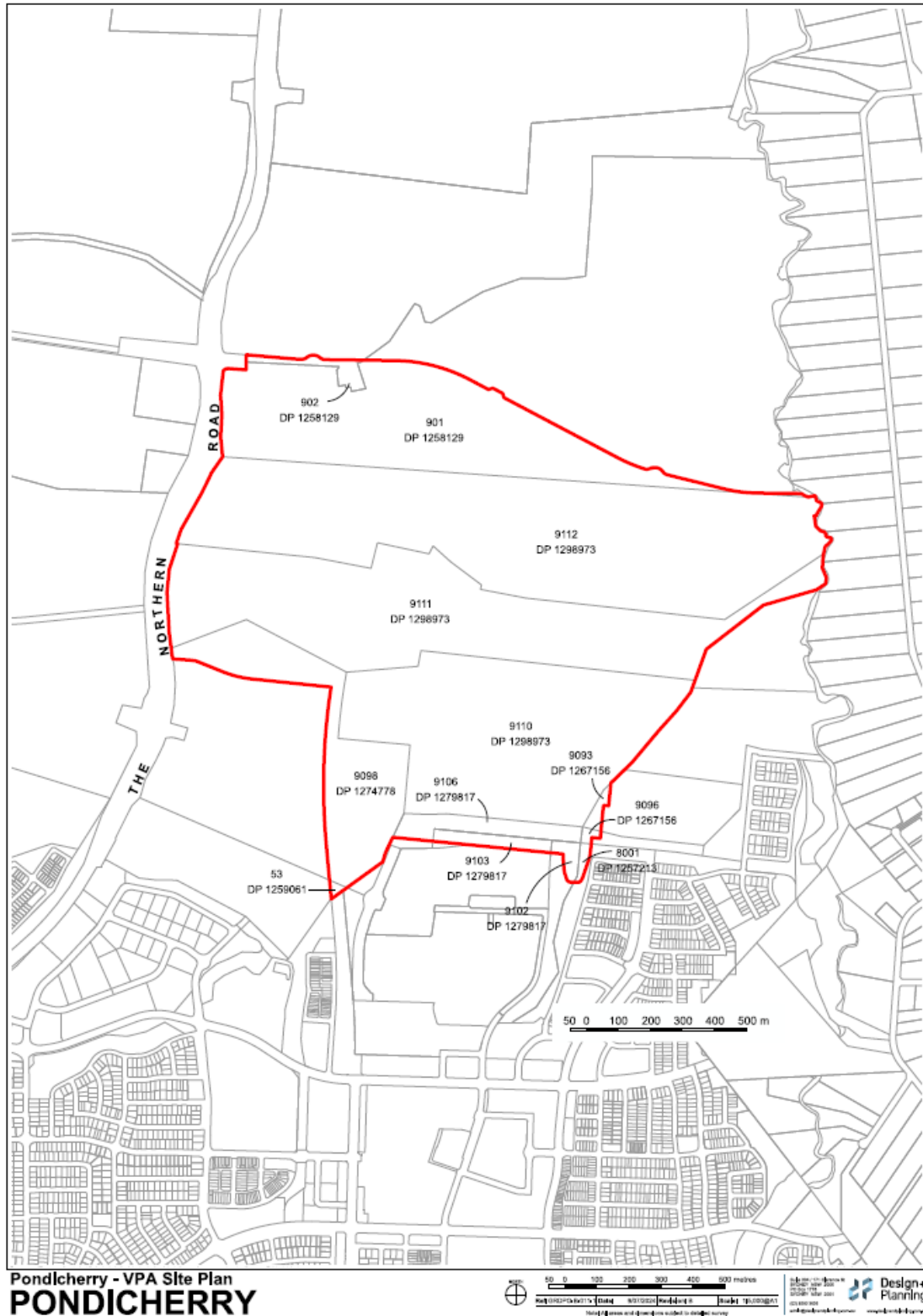
See next page

Pondicherry Precinct (excluding Tranche 41) & Combined Development Lot Threshold Planning Agreement

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd



**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Execution

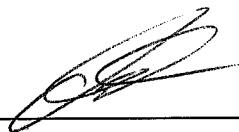
Executed as a Deed

Dated: 30 July 2024

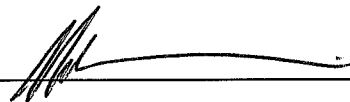
Executed on behalf of the Council by its authorised delegate pursuant to s378 of the *Local Government Act 1993* in the presence of:

I certify that I am an eligible witness and the authorised delegate signed this dealing in my presence.

Certified correct for the purposes of the *Real Property Act 1900* by the authorised delegate named below.



Signature of Witness



Signature of Director Growth & Finance

DEANA SALEH

Name of Witness

MILAN MARECIC

Name of Director Growth & Finance

70 CENTRAL AVENUE, ORAN PARK

Address of Witness

**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Executed by Greenfields Development Company No. 2 Pty Ltd in
accordance with s127(1) of the Corporations Act (Cth) 2001

Certified correct for the purposes of the *Real Property Act 1900* by the authorised person(s)
whose signature(s) appear below.



Signature of Director

MARK PERICH

Name of Director



Signature of Director

MICHAEL OWENS

Name of Director

**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Executed by Leppington Pastoral Co Pty Ltd in accordance with s127(1) of
the Corporations Act (Cth) 2001

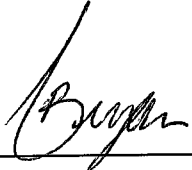
Certified correct for the purposes of the *Real Property Act 1900* by the authorised person(s)
whose signature(s) appear below.



Signature of Director

RONALD PERICH

Name of Director



Signature of Director

TIMOTHY BRYAN

Name of Director

**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Appendix

(Clause 65)

Environmental Planning and Assessment Regulation 2021

(Section 205)

Explanatory Note

Draft Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Camden Council ABN 31 117 341 764 of 70 Central Avenue, ORAN PARK NSW
2570 (**Council**)

and

Greenfields Development Company No.2 Pty Ltd ACN 133 939 965
of 1675 The Northern Rd BRINGELLY NSW 2556 (**Developer**)

and

Leppington Pastoral Co Pty Ltd ACN 000 420 404 of 1675 The Northern Rd
BRINGELLY NSW 2556 (**Landowner**)

**Description of the Land to which the Draft Planning
Agreement Applies**

This Draft Planning Agreement applies to the land identified in the Plan contained at Schedule 4 of the Draft Planning Agreement, with the following title references:

- Lot 902, DP 1258129
- Lot 901, DP 1258129
- Lot 9112, DP 1298973
- Lot 9111, DP 1298973
- Lot 9110, DP 1298973

Pondicherry Precinct (excluding Tranche 41) & Combined Development Lot Threshold Planning Agreement

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

- Lot 9098, DP 1274778
- Lot 9106, DP 1279817
- Lot 9103, DP 1279817
- Lot 9102, DP 1279817
- Lot 9093, DP 1267156
- Lot 9096, DP 1267156
- Lot 8001, DP 1257213

The Planning Agreement applies to the Tranche 41 Land and the Oran Park Land.

Description of Proposed Development

Development, within the meaning of the Act, of the Pondicherry Precinct Land involving the subdivision of the Pondicherry Precinct Land up to 4,200 Final Lots and associated works, the subject of Development Consent (as modified from time to time) granted as a consequence of the making of the LEP Amendment.

This Planning Agreement also applies to:

- The Tranche 41 Development to the extent referred to in Schedule 1,
- The Pondicherry Precinct Additional Development, the Oran Park Additional Development and the Tranche 41 Additional Development to the extent referred to in clause 8.1 and clause 10, and
- the development of any Final Lot in the Combined Development that exceeds the Combined Development Lot Threshold (10,416 Final Lots).

Summary of Objectives, Nature and Effect of the Draft Planning Agreement

Objectives of Draft Planning Agreement

The objectives of the Draft Planning Agreement are to provide infrastructure and facilities to meet the requirements of the development in the Pondicherry Precinct Land (and to a certain extent Tranche 41 Land and the Oran Park land) and provide for the dedication of associated land to Council. Specifically, the Developer and Landowner are to provide work and land for the purposes of open space and recreation, active open space, roads and transport and traffic management, drainage, recreation, community facilities and environmental amenity.

The Developer is also to provide monetary contributions for the Council's administration and management costs and towards in the operation and management of the lakes.

If there is development of any Final Lot in the Combined Development that exceeds the Combined Development Lot Threshold, then the Developer is to either pay additional monetary contributions or dedicate additional land per Final Lot in those developments for the public purposes as specified by Council in its notice to the Developer. The additional monetary or land contributions amounts are dependent on the purpose of the Final Lot and the type of development proposed.

Pondicherry Precinct (excluding Tranche 41) & Combined Development Lot Threshold Planning Agreement

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Nature of Draft Planning Agreement

The Draft Planning Agreement is a planning agreement under s7.4 of the EPA Act. It is a voluntary agreement, under which the Developer and Landowner make Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) for various public purposes (as defined in s 7.4(2) of the EPA Act).

Effect of the Draft Planning Agreement

The Draft Planning Agreement:

- is in connection with the Planning Proposal, LEP Amendment and the carrying out by the Developer of the Pondicherry Precinct Land, and to certain extent, development on the Tranche 41 Land and Oran Park Land,
- is the separate planning agreement referred to in Column 5 of item 23 of Schedule 1 of the Tranche 41 VPA,
- excludes the application of s 7.11 and s 7.12 of the EPA Act to the Development,
- does not exclude the application of Division 7.1, Subdivision 4 of the EPA Act to the Development,
- requires dedication of land and carrying out of works for various public purposes,
- requires the payment of monetary contributions for various public purposes,
- requires the Developer and Landowner to provide security as follows:
 - provide a bank guarantee, bond or other form of security (as agreed); and
 - grant the Council a charge over the charge land,
 - compulsory acquisition arrangements for the land dedication.
- is to be registered on the titles to the part of the Land,
- imposes restrictions on the Developer and Landowner transferring the Land or part of the Land or assigning an interest under the Agreement,
- provides two dispute resolution methods where a dispute arises under the agreement, being mediation and expert determination,
- provides that the agreement is governed by the law of New South Wales,
- provides that the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) applies to the agreement.

Pondicherry Precinct (excluding Tranche 41) & Combined Development Lot Threshold Planning Agreement

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement

The Draft Planning Agreement:

- promotes and co-ordinates the orderly and economic use and development of the land to which the Planning Agreement applies,
- allows for the delivery and co-ordination of various public amenities and facilities,
- provides land for public purposes in connection with the Development, including for water management, open space and roads and traffic, and
- provides and co-ordinates community services and facilities in connection with the Development.

The Draft Planning Agreement provides a reasonable means of achieving these planning purposes by requiring the Developer and Landowner to make monetary, works and land dedication contributions to Council, to facilitate the development of the land in connection with the provision of necessary infrastructure and community facilities.

How the Draft Planning Agreement Promotes the Public Interest

The Draft Planning Agreement promotes the public interest by:

- promoting the objects of the EPA Act set out in sections 1.3(a), (c) and (j); and
- delivering infrastructure and facilities which benefit the local and wider community.

For Planning Authorities:

Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities

N/A

Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted

N/A

Councils – How the Draft Planning Agreement Promotes the Guiding Principles for councils in s8A of the Local Government Act 1993 (Previously s8 Elements of the Council's Charter)

The Draft Planning Agreement promotes the guiding principles for councils by ensuring that land is managed and works are delivered which will ensure adequate, equitable and appropriate services and facilities are provided for the community as made necessary by the Development in an affordable way,

**Pondicherry Precinct (excluding Tranche 41) & Combined
Development Lot Threshold Planning Agreement**

Camden Council

Greenfields Development Company No.2 Pty Ltd

Leppington Pastoral Co Pty Ltd

and enables Council to work with others to secure appropriate services for local community needs.

All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority’s Capital Works Program

The Draft Planning Agreement does not conform with the Council’s capital works program as it contains items that are not in that program.

All Planning Authorities – Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

This Draft Planning Agreement contains requirements that must be complied with before certain construction certificates may be issued, namely the approval of the design of works.

This Draft Planning Agreement contains requirements that must be complied with before certain subdivision certificates may be issued, namely the carrying out of works and dedication of land, and payment of monetary contributions.