

Form: 11R  
Release: 4.5

**REQUEST**

New South Wales  
Real Property Act 1900

Leave this space clear. Affix additional  
pages to the top left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

**STAMP DUTY**

Insert Duties Assessment No. as issued by Revenue NSW Office.

Duties Assessment No.

**(B) TORRENS TITLE**

100/1249271, 102/1249271, 15/651039, 16/12623, and 114/129484

**(C) REGISTERED DEALING**

Number

Torrens Title

**(D) LODGED BY**

Document  
Collection  
Box

Name, Address, Telephone, and Customer Account Number if any

CODE

**R**

Email:

Reference:

**(E) APPLICANT**

JQZ Seventeen Pty Ltd ACN 657 888 214

**(F) NATURE OF REQUEST**

To register the Planning Agreement on the folio of the Land

Section 7.6 of the Environmental Planning and Assessment Act 1979 (NSW)

**(G) TEXT OF REQUEST**

The Applicant is the registered proprietor of the Land and has entered into a Planning Agreement pursuant to section 7.4 of the Environmental Planning and Assessment Act 1979 (NSW) with the Council being the Council of the Municipality of Parramatta trading as City of Parramatta Council ABN 49 907 174 773.

The Applicant requests that the Planning Agreement annexed to this application (Annexure "A") be registered on the title of the Land.

**DATE**

- (H)** Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company:

Authority: See Annexure marked "A" (including mortgagee execution and consent)

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

- (I)** This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under

eNOS ID No. Full name:

Signature:

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 71 pages

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This and the next 70 pages are Annexure "A" to the Request 11R form  
between JQZ Seventeen Pty Ltd ACN 657 888 214 and City of Parramatta  
Council ABN 49 907 174 773

## Voluntary Planning Agreement

[Date] 30/10/25

City of Parramatta Council  
ABN 49 907 174 773

and

JQZ Seventeen Pty Ltd  
ACN 657 888 214

and

Early Street Development Pty Ltd  
ACN 666 307 508



Applicant/Landowner  
Signature



Developer Signature



Council Signature

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# Agreement

**Date** 30/10/25

## Parties

### Council

**Name** City of Parramatta Council (**Council**)  
**ABN** 49 907 174 773  
**Contact** Manager, Land Use Planning  
**Telephone** (02) 9806 5050  
**Contact email** [council@cityofparramatta.nsw.gov.au](mailto:council@cityofparramatta.nsw.gov.au)

### Landowner

**Name** JQZ Seventeen Pty Ltd (**Landowner**)  
**ACN** 657 888 214  
**Contact** Jeremy Hung  
**Telephone** (+61) 2 9378 1000  
**Contact email** [jeremy.hung@jqz.com.au](mailto:jeremy.hung@jqz.com.au)

### Developer

**Name** Early Street Developments (**Developer**)  
**ACN** 666 307 508  
**Contact** Jeremy Hung  
**Telephone** (+61) 2 9378 1000  
**Contact email** [jeremy.hung@jqz.com.au](mailto:jeremy.hung@jqz.com.au)

## Background

- A. The Landowner is the registered proprietor of the Land.
- B. The Developer will be undertaking the Proposed Development on the Land.
- C. On 22 January 2014, Boyded Industries Pty Ltd (ACN 000 092 464) and Council entered into a planning agreement which is registered on the title of the Land (Dealing A1392225F).
- D. Following execution of this Planning Agreement, Planning Agreement A1392225F will be superseded and removed from the title of the Land. It will no longer have effect.
- E. On 9 August 2017, Sydney West Central Planning Panel granted consent to DA/738/2016 (and later modified) for the following:

- a. Works at 83 Church Street, Parramatta and 44 Early Street, Parramatta (Site 1) including demolition, tree removal, consolidation of lots, construction of a 11-storey non-residential building fronting Church Street, two residential towers (22-storey and 40-storey) containing a total of 538 apartments over 2 levels of retail/commercial podium at the rear of the site, with associate landscaping and plaza works; and
  - b. Works at 63 Church Street, Parramatta (Site 2) including demolition, tree removal, construction of a 10-storey non-residential building fronting Church Street, and a mixed-use tower containing 9 levels of non-residential floor space and 22 storeys comprising 235 apartments at the rear of the site, with associated landscaping and plaza works.
- F. On or around September 2024, the Landowner submitted a Planning Proposal to Council seeking:
  - (1) to make the following amendments to the *Parramatta Local Environmental Plan 2023*:
    - i. Increase the Floor Space Ratio control from 7.2:1 to 8.4:1 for land at 83 Church Street, Parramatta (Site 1);
    - ii. Increase the Height of Buildings control from 90m to 118m (40 storeys) for land at 63 Church Street, Parramatta (Site 2);
    - iii. For Site 1 and 2, switch off the provisions within Clause 7.14 Competitive design process of the Parramatta LEP 2023 and apply the new proposed Clause 7.29 (5) Site specific provisions to exempt any future application comprising of alterations and additions from the competitive design process to ensure compliance with the approved winning design excellence competition scheme; For Site 1, switch off Clause 7.24 Dual water systems of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (6) Church and Early Street, Parramatta, to reflect the approval for this site which was granted before dual water systems were mandated;
    - iv. For Site 1 and 2, amend Clause 7.29 Church and Early Street, Parramatta, (site specific provisions) to revise the non-residential gross floor area requirement from 40% to 25% of total Gross Floor Area; and
    - v. To include a clause under Schedule 1 Additional permitted uses to allow residential basement carparking in the E2 Commercial Centre zone on Sites 1 and 2 and development for creative industries on Site 2,together known as the 'LEP Amendments'.
  - (2) to make consequential amendments, as a result of the amendments to the Parramatta LEP, to the *Parramatta City Centre Development Control Plan 2023* (specifically, section 9.10.2) ('DCP Amendment').
- G. On 26 November 2024, Council endorsed the Planning Proposal for the purposes of seeking a Gateway determination from the NSW Department of Planning Housing and Infrastructure.
- H. On 4 March 2025, the Gateway Determination was issued.

- I. The changes are sought for the purpose of the Developer making both applications to the Council for Development Consent to carry out the Proposed Development on the Land.
- J. The Landowner and Developer have offered to enter into this agreement and propose to complete works in the public interest including the construction of a community and cultural hub, construction of footpaths, embellishment of public parks, and creation of easements, followed by dedication of the open space public park to Council.
- K. The parties agree that the above is not an exhaustive history of the Land and is a summary provided for context.

## Operative part

### 1 Definitions

In this agreement, unless the context indicates a contrary intention:

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

**Address** means a party's address set out in the Notices clause of this agreement;

**Affordable Housing** has the meaning given in the Act, read in conjunction with s13 of the *State Environmental Planning Policy (Housing) 2021*;

**Approval** means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this agreement;

**Authority** means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

**Bank Guarantee** means an irrevocable and unconditional guarantee that is not limited in time and does not expire issued by a trading bank or other financial institution acceptable to Council;

**Business Day** means a day on which banks are open for general banking business in Sydney, excluding Saturdays and Sundays;

**Certificate of Practical Completion** means the written certificate confirming the Works have been completed to the Council's satisfaction, issued under clause 7.1 of this agreement.

**Claim** means any claim, loss, liability, damage, proceeding, order, judgment or expense arising out of the operation of this agreement;

**Cold Shell Fit Out** means

- (a) Shell and core only with core amenities fully fitted;
- (b) Standard window wall façade;
- (c) Main and typical lobbies finished;
- (d) Base building including all fire and life safety systems, lifts, central main plant and equipment, chillers, cooling towers, boilers, mechanical extraction systems, power and hydraulic infrastructure to typical floors perimeter and all rises;
- (e) Statutory signage;
- (f) Building maintenance units;



and excludes building services fit-off and corporate building signage in addition to general exclusions.

**Community and Cultural Hub** means Building L to be constructed on Site 2 of the Land and dedicated to Council (which for the avoidance of doubt, excludes the floodwater and stormwater overland flow channels under the ground floor slab), which will be distributed as follows:

- (a) Basement carparking – comprising 34 spaces;
- (b) Ground floor – 2 x retail tenancies with a cold shell fit-out and community hall with a warm shell fit-out;
- (c) Levels 1 - 3 – commercial office space with cold shell fit-out.

pursuant to Schedule 2 - Staging Plan and Schedule 4 - Schedule of Works of this agreement and any Council resolution in relation to the proposed use of the Community and Cultural Hub.

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

**Construction Certificate** has the same meaning as in the Act;

**Contributions Plan** has the same meaning as in the Act;

**CPI** means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics;

**Dealing**, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land;

**Dedication Land** means the following land to be dedicated to Council in accordance with clause 7.2 and the Dedication Plan at Schedule 3 of this agreement:

- (a) Setback area and Footpath, marked 'G' & 'H' on the Dedication Plan, being located on Site 1 of the Land in this agreement;
- (b) Setback area and Footpath, marked 'O' & 'P' on the Dedication Plan, being located on Site 2 of the Land in this agreement.
- (c) Community and Cultural Hub, marked 'L' on the Dedication Plan, being a stratum lot on Site 2 of the Land in this agreement (which excludes the floodwater and stormwater overland flow channels on or under that site); and
- (d) New Park marked 'Q' on the Dedication Plan, also known as Site 3 of the Land in this agreement.

**Developer** means Early Street Development Pty Ltd ACN 666 307 508;

**Development Application** has the same meaning as in the Act;

**Development Consent** is any development consent (as defined in the Act) granted for the Proposed Development;

**Development Control Plan** means the site-specific development control plan for the Land;

**Easements** means the public access easements to be registered on title, over the part of the Land marked as X and Y on the Staging Plan at Schedule 2 of this agreement.

**Easement Area** means the part of the Land included within the Easements.

**Easement Terms** means the terms of the Easement to be provided as set out in Schedule 6 of this agreement.

**Existing Bank Guarantee** means the bank guarantees provided under clause 16 of registered Planning Agreement having dealing number A1392225, the aggregate value of which is \$2,465,458.04.

**Existing Monetary Contribution** means the monetary contribution paid by the Landowner to Council pursuant to Planning Agreement A1392225F and in the amount of \$1,394,812.30.

**Explanatory Note** means an explanatory note prepared under clause 205(1) of the Regulation.

**GST** has the same meaning as in the GST Law;

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

**Index Number** means;

- (a) the consumer price index (all groups) for Sydney published from time to time by the Australian Bureau of Statistics; or
- (b) if the Index Number is no longer published, it means an index Parramatta reasonably decides is a similar index.

**Insolvent** means, in relation to a party:

- (a) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;
- (b) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;
- (c) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;
- (d) an application for the winding up of, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re amalgamation, is presented and not withdrawn or dismissed within 21 days (or such longer period agreed to by the parties), or an order is made or an effective resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;
- (e) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;
- (f) that is an individual, a creditor's petition or a debtor's petition is presented to the Official Receiver or analogous authority in relation to that party;
- (g) an execution or analogous process is levied or enforced against the property of that party;
- (h) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;

- (i) that party disposes of, or threatens to dispose of, a substantial part of its assets;
- (j) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts; or
- (k) that party is unable to pay the party's debts as and when they become due and payable.

**ISDP** means the Infrastructure Services Delivery Plan included in Schedule 8 to this agreement which (for the avoidance of doubt) is in summary of, but not forming any additional right or obligation to, or to be used in informing the interpretation of, this agreement;

**Land** means

Lot and Deposited Plan No.:	Address:	Site
Lot 100 DP 1249271	83 Church Street, Parramatta	1
Lot 102 DP 1249271	63 Church Street, Parramatta	2
Lot 15 DP 651039 Lot 16 DP 12623 Lot 114 DP 129484	57 Church Street, Parramatta	3

**Landowner** means JQZ Seventeen Pty Ltd, being the owners of all of the Land, or their successors in title;

**Law** means:

- (a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;
- (b) any Approval, including any condition or requirement under it; and
- (c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b) of this defined term;

**Modification Application** has the same meaning as in the Act;

**Monetary Contribution** means the monetary contribution payable under clause 7.4 of this agreement;

**Occupation Certificate** has the same meaning as in the Act, and includes an occupation certificate or a partial occupation certificate as the case may be;

**Pedestrian Bridge Authority** has the meaning given in the Pedestrian Bridge Easement Terms.

**Pedestrian Bridge Easement** means a pedestrian bridge easement in gross burdening the Pedestrian Bridge Easement Area in favour of the Pedestrian Bridge Authority in accordance with the Pedestrian Bridge Easement Terms, as well as the positive covenants included therein.

**Pedestrian Bridge Easement Area** means the easement marked 'Z' on the Staging Plan at Schedule 2 of this agreement

**Pedestrian Bridge Easement Terms** means the terms of the Pedestrian Bridge Easement to be provided as set out in Schedule 7 of this agreement.

**Proposed Development** means:

- (a) **Site 1, Building E:** the addition of 10 residential storeys (to 32 storeys) increasing apartment numbers and corresponding adjustments to lower levels;
- (b) **Site 2, Building K:** the replacement of the lower 7 levels of commercial floors to residential uses and the addition of 9 storeys (to 40 storeys) of residential units;
- (c) **Site 2, Building L:** the reduction from 10 storeys to 4 storeys, with the introduction of the Community and Cultural Hub
- (d) **Basement:** general changes to basement layout to allocate parking as required.
- (e) **Site 3 –** remediation, design, construction and embellishment of public open space.

**Public Purpose** means the Works, dedication of Dedication Land, Existing Monetary Contribution, Monetary Contribution and Easements.

**Quarter** means each consecutive period of three months (or part of it) ending on the respective last days of March, June, September and December.

**Register** means the Torrens title register maintained under the *Real Property Act 1900* (NSW);

**Regulation** means the *Environmental Planning and Assessment Regulation 2021*;

**Review Date** means each anniversary of the date of this agreement;

**Site 1** means the part of the Land marked '1 – Northern Site' (which comprises Building D, Building E, Building F) on the Staging Plan at Schedule 2 of this agreement

**Site 2** means the part of the Land marked '2 – Central Site' (which comprises Building K and Building L) on the Staging Plan at Schedule 2 of this agreement.

**Site 3** means the part of the Land marked '3 – Southern Site' on the Staging Plan at Schedule 2 of this agreement.

**Through-Site Links** means the through-site links proposed as part of the Works.

**Warm Shell Fit Out** means cold shell fit-out inclusions and:

- (a) Floor finishes;
- (b) Ceiling finishes;
- (c) Partitions, doors, screens;
- (d) Joinery and fitments;
- (e) Power and lighting;
- (f) Airconditioning duct and ceiling registered and grilles;
- (g) Fire alarm fit-off;
- (h) Signage; and

excludes computer equipment and furniture, feature lighting, interior and exterior decorations and artworks and general exclusions.

**Works** means the development the Developer will construct in and as described in the Schedule of Works at Schedule 4 and ISDP at Schedule 8 of this agreement:

- (a) Footpath design and construction on Site 1 and marked 'H' on the Staging Plan at Schedule 2 of this agreement;
- (b) Footpath design and construction on Site 2 and marked 'P' on the Staging Plan at Schedule 2 of this agreement;
- (c) Open space remediation, design, construction and embellishment of New Park on Site 3 and marked 'Q' on the Staging Plan at Schedule 2 of this agreement;
- (d) Through-site link design and construction on Site 1 and marked 'X' on the Staging Plan at Schedule 2 of this agreement;
- (e) Through-site link design and construction on Site 2 and marked 'Y' on the Staging Plan at Schedule 2 of this agreement;
- (f) Construction and fit-out of the four storey Community and Cultural Hub on Site 2 and marked 'L' on the Staging Plan at Schedule 2 (a sectional diagram for which is marked 'L' on the Dedication Plan at Schedule 3) of this agreement

## 2 Interpretation

In this agreement, unless the context indicates a contrary intention:

- (a) **(documents)** a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this agreement;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this agreement;
- (d) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) **(president, CEO, general manager or managing director)** the president, CEO, general manager or managing director of a body or Authority includes any person acting in that capacity;
- (g) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;

- (h) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (i) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (j) **(singular)** the singular includes the plural and vice-versa;
- (k) **(gender)** words importing one gender include all other genders;
- (l) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (m) **(rules of construction)** neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (n) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (o) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia, even if the obligation is to be performed elsewhere;
- (p) **(joint and several)** an agreement, representation, covenant, right or obligation:
  - (i) *in favour of two or more persons is for the benefit of them jointly and severally; and*
  - (ii) *on the part of two or more persons binds them jointly and severally;*
- (q) **(writing)** a reference to a notice, consent, request, approval or other communication under this agreement or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (r) **(replacement bodies)** a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (s) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (t) **(month)** a reference to a month is a reference to a calendar month; and
- (u) **(year)** a reference to a year is a reference to twelve consecutive calendar months.

### 3 Planning Agreement under the Act

- (a) The parties agree that this agreement is a planning agreement within the meaning of section 7.4 of the Act.
- (b) Schedule 4 of this agreement summarises the requirements for planning agreements under section 7.4 of the Act and the way this agreement addresses those requirements.

## 4 Application of this agreement

### 4.1 *This agreement applies to:*

- (a) The Planning Proposal;
- (b) DA/738/2016, as modified and amended;
- (c) Proposed Development; and
- (d) the Land.

### 4.2 *Acknowledgements*

- (a) The Developer acknowledges and agrees that any amendments or modifications to DA/738/2016 may be granted subject to a condition requiring this agreement to be complied with in connection with the carrying out of the Proposed Development and the Developer will not object to, or seek a review of, or appeal against the imposition of such a condition.
- (b) The Developer acknowledges and agrees that any consent for the Proposed Development for the Land may be granted subject to a condition requiring this agreement to be complied with in connection with the carrying out of the Proposed Development and the Developer will not object to, or seek a review of, or appeal against the imposition of such a condition.
- (c) Subject to the terms of this agreement, the Developer acknowledges and agrees that this agreement and the obligations under this agreement continue to apply even if any consent for the Proposed Development is modified or amended.

## 5 Operation of this agreement

- (a) This agreement commences on and from the date it is executed by all parties.
- (b) For the avoidance of doubt, the obligations to deliver contributions under clause 7 do not take effect until:
  - (i) the LEP Amendments in this agreement have been made and published on the NSW Legislation website; and
  - (ii) the DCP amendments have been made and published on Council's website; and
  - (iii) The time or event specified in the Contributions Schedule as the time or event by which the obligation to deliver the contribution arises occurs.
- (c) The Explanatory Note must not be used to assist in construing this agreement.

## 6 Proposed Development Application

### 6.1 *Requirement of Voluntary Planning Agreement*

The Landowner, pursuant to its Offer dated 26 March 2025, has expressed its interest in developing the Land.

### 6.2 *Lodgement of Development Application*

- (a) Once the amendment to the Parramatta LEP has been published on the NSW Legislation website, the Landowner/Developer is to lodge an application/s with Council for the Proposed Development of the Land (**Proposed Development Application**).

- (b) Nothing in this Agreement relieves the Landowner/Developer of its statutory obligations under the Act to obtain the necessary development consent/s for any such future redevelopment of the Land.
- (c) Nothing in this Agreement fetters Council's discretion under the Act in assessing and determining as it sees fit any future development applications for a future redevelopment of the Land.

## 7 Contributions to be made under this Agreement

### 7.1 Works

- (a) Subject to issue of a Construction Certificate with respect to the Development Consent on the Land, the Developer will carry out the Works in accordance with this agreement and the Schedule of Works at Schedule 4 of this agreement, the Construction Terms in Schedule 5 of this agreement, the ISDP at Schedule 8 of this agreement, any Council resolution in relation to the proposed use of the Community and Cultural Hub, and any future development consent granted for the Works.
- (b) The detailed design and location of the Works will be subject to the Staging Plan at Schedule 2 and Schedule of Works at Schedule 4 of this agreement and any conditions of consent imposed by Council on the Development Consent which includes construction of the Works.
- (c) The Works will be taken to have been completed for the purposes of this agreement when a Certificate of Practical Completion has been issued for the Works.
- (d) The Landowner is responsible for the ongoing maintenance of the following works and as depicted on the Staging Plan at Schedule 2:
  - (i) Through-site link 'X' on Site 1; and
  - (ii) Through-site link 'Y' on Site 2including all costs associated with maintenance. In the event of an emergency, Council will undertake maintenance works, noting that the costs associated with that maintenance will be the responsibility of the Landowner.
- (e) Practical Completion of the Works is to occur as follows:
  - (i) Site 1 Footpath 'H' - prior to the issue of any Occupation Certificate for a residential apartment on Site 1;
  - (ii) Site 1 Through-Site Link 'X' – prior to the issue of any Occupation Certificate for a residential apartment for on Site 1;
  - (iii) Site 2 Footpath 'P' - prior to the issue of any Occupation Certificate for a residential apartment on Site 2;
  - (iv) Site 2 Through-Site Link 'Y' – prior to the issue of any Occupation Certificate for a residential apartment for on Site 2;
  - (v) Site 2 Building 'L' - prior to the issue of any Occupation Certificate for a residential apartment for on Site 2;
  - (vi) Site 3 New Park 'Q' – no later than 12 months after the date on which the first Occupation Certificate is issued in respect of Site 2.



- (f) The parties agree and acknowledge that the Works serve the Public Purpose.
- (g) The parties agree and acknowledge that the Works will remain in private ownership, subject to clause 7.2 below.

## **7.2 Dedication**

- (a) The Landowner must dedicate or cause to be transferred to the Council with no encumbrances, unless approved in writing by Council prior to transfer, and at no cost to the Council, including legal fees, the Dedication Land freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, easements, rights, charges, rates and contracts in, over or in connection with the land, including but not limited to, municipal rates and charges, water rates and land tax, except as permitted by Council.
- (b) The process of dedication (including preparation of the relevant documents to give effect to the dedication of the Dedication Land to be lodged with NSW Land Registry Services) of:
  - (i) 'G' and 'H' on the Dedication Plan at Schedule 3 must commence within 45 days of obtaining the Certificate of Practical Completion for Site 1 Footpath 'H';
  - (ii) 'O' and 'P' on the Dedication Plan at Schedule 3 must commence within 45 days of obtaining the Certificate of Practical Completion for Site 2 Footpath 'P';
  - (iii) 'L' on the Dedication Plan at Schedule 3 must commence within 45 days of obtaining the Certificate of Practical Completion for Site 2 Community and Cultural Hub, Building 'L';
  - (iv) 'Q' on the Dedication Plan at Schedule 3 must commence within 45 days of obtaining the Certificate of Practical Completion for Site 3 New Park 'Q';
- (c) The Landowner is responsible for the maintenance of New Park 'Q' for a period of 12 months following its dedication to Council.

## **7.3 Public Access and Easements**

- (a) The Landowner, at no cost to Council, must register against the title to the applicable Land the Pedestrian Bridge Easement and the Easements in gross burdening the Easement Areas in favour of the Council (or to the Pedestrian Bridge Authority, for the purposes of the Pedestrian Bridge Easement) permitting public access over the Easement Areas in accordance with the Easement Terms.
- (b) The Parties acknowledge that the Easement Area is subject to the final design as determined in the Development Consents granted by Council.
- (c) Any requirement to register an easement, covenant or other instrument against the title to Land will be satisfied when Council is provided a copy of the relevant title search showing the registration of the instrument.
- (d) The easements must be registered:
  - (i) Easement marked 'X' on the Staging Plan at Schedule 2 of this agreement prior to the issue of any Occupation Certificate for Site 1;

- (ii) Pedestrian Bridge Easement prior to the issue of any Occupation Certificate for Site 1 (marked 'Z' on the Staging Plan at Schedule 2 of this agreement); and
  - (iii) Easement marked 'Y' on the Staging Plan at Schedule 2 of this agreement prior to the issue of any Occupation Certificate for Site 2.
- (e) The parties agree that the proposed easements under this clause 7.3 will serve the following public purposes:
- (i) To increase the amount of and improve existing public open space areas in the vicinity of the Land;
  - (ii) To improve pedestrian circulation and the amenity in the vicinity of the Land; and
  - (iii) To provide a frontage and entry to proposed Building L.

#### 7.4 Monetary Contribution

- (a) The Landowner or Developer are to allocate and retain ownership of (but not pay to Council) a Monetary Contribution amount of not less than \$6,141,802, to complete their obligations under this agreement (including the Works).
- (b) This Monetary Contribution is in lieu of Council levying section 7.11 and 7.12 contributions for the Proposed Development.
- (c) The parties agree and acknowledge that the Monetary Contribution will be used by the Landowner and Developer towards the Public Purpose.
- (d) This Monetary Contribution is in addition to the Existing Monetary Contribution that was paid by the Landowner to Council pursuant to Planning Agreement A1392225F.

### 8 Bank Guarantee

#### 8.1 Existing Bank Guarantee

The Existing Bank Guarantee is to remain with, and be recognised by, Council in fulfilment of the Landowner and Developer's obligations under clause 8.2(a).

#### 8.2 Timing of Bank Guarantees

The Developer or Landowner must provide to Council the Bank Guarantee(s) for the value and in accordance with the manner and timing set out in the table below:

	Value and Manner	Timing
(a)	An amount equal to 75% (unless otherwise agreed to with the Executive Director City Planning and Design of Council) of the "Total Site 1 Works Estimate" specified in Schedule 1 (as may be subsequently revised by agreement of the parties from time to time).	No later than the date of which a Construction Certificate is issued in respect of any part of the Proposed Development on Site 1.
(b)	An amount equal to 65% (unless otherwise agreed to with the Executive Director City Planning and Design of Council) of the "Total	No later than the date of which a Construction Certificate is issued in

	Site 2 Works Estimate" specified in Schedule 1 (as may be subsequently revised by agreement of the parties from time to time) ( <b>Site 2 Guarantee Value</b> ), to be provided by way of 3 separate Bank Guarantees with the following values:  (i) 50% of the Site 2 Guarantee Value; (ii) 25% of the Site 2 Guarantee Value; (iii) The balance (being 25%) of the Site 2 Guarantee Value.	respect of any part of the Proposed Development on Site 2.
(c)	An amount equal to 75% (unless otherwise agreed to with the Executive Director City Planning and Design of Council) of the "Total Site 3 Works Estimate" specified in Schedule 1 (as may be subsequently revised by agreement of the parties from time to time).	No later than the date of which a Construction Certificate is issued in respect of any part of the Proposed Development on Site 3.

### 8.3 Indexation of Bank Guarantees

- (a) All Bank Guarantees to which the Council is validly entitled pursuant to clause 8 are to be adjusted on each Review Date in accordance with the following calculation:

$$A = \frac{B \times D}{C}$$

where

- A** is the adjusted Bank Guarantee applicable from the relevant Review Date;
- B** is the Bank Guarantee applicable immediately prior to the relevant Review Date;
- C** is the Index Number for the Quarter ending immediately before the date of this planning agreement or the last prior Review Date (whichever is the later); and
- D** is the Index Number for the Quarter ending immediately before the relevant Review Date.

- (b) Clause 8.3(a) does not apply to any Bank Guarantee provided to or recognised by Council for the purposes of clause 8.2(a) (including the Existing Bank Guarantee).
- (c) Clause 8.3(a) does not apply to any Bank Guarantee (or any part thereof) if the Council is required to release and return it pursuant to clause 8.5.

#### 8.4 *Call up of Bank Guarantees*

- (a) The Council is to hold the Bank Guarantee(s) to which it is validly entitled pursuant to clause 8 as security for the Developer and Landowner performing their obligations under this agreement relating to the Works and other material public benefits provided under this agreement.
- (b) The Landowner and Developer acknowledge and agree that if the Landowner and Developer breach any of their obligations under this agreement, the Council may, without further notice to the Landowner and Developer and notwithstanding any other remedy it may have under this agreement, under any Act or otherwise at law or in equity, call-up any Bank Guarantee and apply it to remedy the Landowner or Developer's breach and the Council's costs of remedying the breach.

## 8.5 Release & Return of Bank Guarantees

The Council is to release and return the following Bank Guarantees to the Landowner or Developer in accordance with the timing set out in the table below:

	Bank Guarantee	Timing
(a)	All Bank Guarantees issued or held in relation to clause 8.2(a) of this agreement (including the Existing Bank Guarantee)	within 14 days of the latter of registration of the Easements marked 'X' and 'Z' on the Staging Plan at Schedule 2 (as required under clause 7.3 of this Agreement) or the dedication of Footpath marked 'H' on the Staging Plan at Schedule 2 (as required under clause 7.4 of this Agreement);
(b)	All Bank Guarantees issued or held in relation to clause 8.2(b)(i) of this agreement	within 14 days of the practical completion of the basement of the Building marked 'L' on the Staging Plan at Schedule 2;
(c)	All Bank Guarantees issued or held in relation to clause 8.2(b)(ii) of this agreement	within 14 days of the Landowner or Developer providing the Council with confirmation from a suitably qualified engineer that the structural component of Building marked 'L' on the Staging Plan at Schedule 2 has been completed in accordance with the structural engineering drawings;
(d)	All Bank Guarantees issued or held in relation to clause 8.2(b)(iii) of this agreement	at the latter of registration of the Easement marked 'Y' on the Staging Plan at Schedule 2 (as required under clause 7.3 of this Agreement) or the dedication of Footpath marked 'H' on the Dedication Plan at Schedule 3 (as required under clause 7.3 of this Agreement) or the dedication of Building marked 'L' on the Dedication Plan at Schedule 3 (as required under clause 7.4 of this Agreement); and
(e)	All Bank Guarantees issued or held in relation to clause 8.2(c) of this agreement	within 14 days of the dedication of the New Park marked 'Q' on the Dedication Plan at Schedule 3 issue of the final Certificate of Practical Completion of the Works on Site 3,

unless the parties have entered into a written agreement providing for an alternative release of the Bank Guarantee.

## 8.6 Replacement of Bank Guarantees

At Council's request, the Landowner/Developer must provide an additional, supplementary or replacement Bank Guarantee if there has been a call-up of the Bank Guarantee that results in the value of the Bank Guarantee held by Council after call-up, being less than required under clause 8 of this agreement.

9 The parties agree Application of s 7.11, s 7.12 and s 7.24 of the Act to the Development

- (a) This agreement does not exclude the application of section 7.11 of the Act to the Proposed Development, subject to clause 9(e) below.
- (b) This agreement does not exclude the application of section 7.12 of the Act to the Proposed Development, subject to clause 9(e) below.
- (c) This agreement does not exclude the application of section 7.24 of the Act to the Proposed Development.
- (d) The benefits under this agreement are to be taken into consideration in determining a development contribution under section 7.11 of the Act.
- (e) The Council will not levy any contribution under section 7.11 or section 7.12 of the Act on any application for the Proposed Development of the Land. The parties agree that the Monetary Contribution made under this agreement and the Existing Monetary Contribution are the sole contributions required under section 7.11 or section 7.12 of the Act for the Proposed Development on the Land.

10 Registration of this agreement

10.1 *Landowner's Interest*

The Landowner represents and warrants to the Council that on the date of this agreement it is the registered proprietor of the Land.

10.2 *Registration of this agreement*

- (a) Within 14 days of the execution of this agreement, the Landowner, at their own expense, must commence the process to:
  - (i) Obtain from Council a release and discharge so that it may remove Planning Agreement A1392225F from the folios of the Register for the Land (or any part of it);
  - (ii) Do all things necessary to have Planning Agreement A1392225F removed from the folios of the Register for the Land (or any part of it);
  - (iii) procure the lodgement of this agreement with the Registrar-General
  - (iv) procure the registration of this agreement by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this agreement is lodged for registration;
  - (v) provide documentary evidence that the registration of this agreement has been completed to Council within 5 Business Days of receiving confirmation that the registration has occurred; and
  - (vi) Bear any costs incurred by Council associated with the removal of Planning Agreement A1392225F and registration of this agreement from the folios of the Register for the Land
- (b) The Landowner must, at their own expense, take all practical steps, and otherwise do anything that the Council reasonably requires to procure:

- (i) The consent of each person who:
  - (A) has an estate or interest in the Land registered under the *Real Property Act 1900* (NSW); or
  - (B) is seized or possessed of an estate or interest in the Land,
- (ii) An acceptance of the terms of this agreement and an acknowledgement in writing from any existing mortgagee in relation to the Land that the existing mortgagee will adhere to the provisions of this agreement if it takes possession of the Land as mortgagee in possession,
- (iii) The execution of any documents; and
- (iv) The production of the relevant duplicate certificates of title, to enable the registration of this agreement in accordance with this clause 10.2.
- (c) The Landowner consents to the registration of the agreement on the relevant folios of the Register for the Land in accordance with this clause 10.2.
- (d) The parties agree that Planning Agreement A1392225F (and any variations to that agreement) is terminated, and will have no further effect, contemporaneously when this agreement takes effect.

### 10.3 *Removal from Register*

The Council will provide a release and discharge of this agreement so that it may be removed from the folios of the Register for the Land (or any part of it) if either:

- (a) the Council is satisfied the Landowner of the Land (or the relevant part of the Land) has duly fulfilled their obligations under this agreement with respect to the Land (or the relevant part of the Land) and are not otherwise in default of any of the obligations under this agreement with respect to the Land (or the relevant part of the Land); or
- (b) The Landowner is no longer is under any obligations under this agreement in accordance with clause 7.

## 11 Assignment, restriction and caveat on dealings

### 11.1 *Assignment*

- (a) A party must not assign or deal with any right under this agreement without the prior written consent of the other parties (which shall not be unreasonably withheld).
- (b) Any change of ownership or control (as defined in section 50AA of the *Commonwealth Corporations Act 2001*) of a party (excluding the Council) shall be deemed to be an assignment of this agreement for the purposes of this clause 11.
- (c) Any purported dealing in breach of this clause is of no effect.

### 11.2 *Restriction*

- (a) The Landowner is not to:
  - (i) sell or transfer the Land, or

- (ii) assign the Landowner rights or obligations under this agreement, or novate this agreement,

to any person unless:

- (iii) The Landowner has, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be sold or transferred or the Landowner's rights or obligations under this agreement are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
  - (iv) The Landowner satisfies the Council that the rights of the Council will not be diminished or fettered in any way;
  - (v) the Council has given written notice to the Landowner stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this agreement, and
  - (vi) the Landowner is not in breach of this agreement, and
  - (vii) the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld; and
  - (viii) Any default under any provisions of this agreement has been remedied or waived by the Council, on such conditions as the Council may determine, and
  - (ix) the Landowner and the Transferee pay the Council's reasonable costs in relation to the assignment.
- (b) The Council must provide any notice, consent or conditions required by clause 11.2(a) of this agreement within 10 business days of receipt of notice from the Landowner as applicable of the proposed transfer.

#### 11.3 *Continued performance of obligations by Landowner and Developer*

Subject to clause 11.2, the Landowner and Developer acknowledge and agree that they remain liable to fully perform their obligations under this agreement unless and until they have complied with their obligations under this agreement.

#### 11.4 *Exclusion from restriction*

Clause 11.2 does not apply in relation to any sale or transfer of the Land if registered Planning Agreement (dealing number A1392225) or this agreement are registered on the title to the Land at the time of the sale.

#### 11.5 *Removal from Register*

The Council will agree to provide a release and discharge of this agreement from a lot following strata subdivision of the Land upon the request of the Landowner prior to fulfillment of the Landowner's and Developer's obligations, subject to the agreement being registered on title to the common property within the strata subdivision.

#### 11.6 *Caveat*

- (a) the Landowner acknowledges and agrees that:
  - (i) when this agreement is executed, the Council is deemed to have acquired and the Landowner is deemed to have granted, an equitable estate and



interest in the Land for the purposes of section 74F(1) of the *Real Property Act 1900* (NSW) and consequently the Council will have a sufficient interest in the Land in respect of which to lodge a caveat over the Land notifying that interest;

- (ii) it will not object to the Council lodging a caveat in the relevant folios of the Register for the Land, nor will it seek to remove any caveat lodged by the Council provided the caveat does not prevent registration of any dealing or plan other than a transfer.
- (b) The Council acknowledges and agrees that:
  - (i) at the cost of the Landowner, register a withdrawal of any caveat in respect of the Land within 10 Business Days after the Landowner has fulfilled their obligations in accordance with this agreement;
  - (ii) the Council must not lodge any other caveats on the titles to any of the Land, other than in accordance with clause 11.6(a) and 11.6(b).

## 12 Review of this agreement

- (a) This agreement may be reviewed or modified. Any review or modification of this agreement will be conducted in the circumstances and in the manner determined by the parties.
- (b) No modification or review of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement.
- (c) A party is not in breach of this agreement if it does not agree to an amendment to this agreement requested by a party in, or as a consequence of, a review.

## 13 Dispute Resolution

### 13.1 Reference to Dispute

If a dispute arises between the parties in relation to this agreement, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

### 13.2 Notice of Dispute

The party wishing to commence the dispute resolution process must give written notice (**Notice of Dispute**) to the other parties of:

- (a) The nature of the dispute,
- (b) The alleged basis of the dispute, and
- (c) The position which the party issuing the Notice of Dispute believes is correct.

### 13.3 Representatives of Parties to Meet

- (a) The representatives of the parties must promptly (and in any event within 20 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:
  - (i) resolve the dispute during the course of that meeting,

- (ii) agree that further material or expert determination in accordance with clause 13.6 about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
- (iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

#### 13.4 *Further Notice if Not Settled*

If the dispute is not resolved within 10 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Determination Notice**) by mediation under clause 13.5 or by expert determination under clause 13.6.

#### 13.5 *Mediation*

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

- (a) The parties must agree to the terms of reference of the mediation within 15 Business Days of the receipt of the **Determination Notice** (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) The mediator will be agreed between the parties, or failing agreement within 15 Business Days of receipt of the **Determination Notice**, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) The mediator appointed pursuant to this clause 13.5 must:
  - (i) Have reasonable qualifications and practical experience in the area of the dispute; and
  - (ii) Have no interest or duty which conflicts or may conflict with his or her function as a mediator he or she being required to fully disclose any such interest or duty before his or her appointment;
- (d) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) The parties must within 15 Business Days of receipt of the **Determination Notice** notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within 5 Business Days of the resolution);
- (f) The parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (g) In relation to costs and expenses:
  - (i) Each party will bear its own professional and expert costs incurred in connection with the mediation; and

- (ii) The costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

### 13.6 *Expert determination*

If the dispute is not resolved under clause 13.3 or clause 13.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

- (a) The dispute must be determined by an independent expert in the relevant field:
  - (i) Agreed upon and appointed jointly by the parties; and
  - (ii) In the event that no agreement is reached or no appointment is made within 20 Business Days of the agreement to refer the dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;
- (b) The expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (c) The determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) The expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) Each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
- (f) Any determination made by an expert pursuant to this clause is final and binding upon the parties except unless:
  - (i) Within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
  - (ii) The determination is in respect of, or relates to, termination or purported termination of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

### 13.7 *Litigation*

If the dispute is not *finally* resolved in accordance with this clause 13, then either party is at liberty to litigate the dispute.

### 13.8 *No suspension of contractual obligations*

Subject to any interlocutory order obtained under clause 13.1, the referral to or undertaking of a dispute resolution process under this clause 13 does not suspend the parties' obligations under this agreement.

## 14 Enforcement

### 14.1 Default

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this agreement, it may give notice in writing to the other party (**Default Notice**) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 21 days.
- (b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency.
- (c) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 13 of this agreement.

### 14.2 Restriction on the issue of Certificates

- (a) In accordance with section 6.8 of the Act and any associated regulations any obligations to:
  - (i) undertake the Works under clause 7.1;  
must be satisfied prior to the issue of the respective Occupation Certificates for the Land, in accordance with clause 7.1(e).
- (b) In accordance with section 6.10 of the Act and any associated regulations the obligations to:
  - (i) Register the Easements under clause 7.3,  
must be satisfied prior to the issue of the respective Occupation Certificates for the Land, in accordance with clause 7.3(d).

### 14.3 General Enforcement

- (a) Without limiting any other remedies available to the parties, this agreement may be enforced by any party in any Court of competent jurisdiction.
- (b) Nothing in this agreement prevents:
  - (i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this agreement relates; and
  - (ii) the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this agreement or any matter to which this agreement relates.

## 15 Approvals and consents

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

## 16 No fetter

### 16.1 *Discretion*

This agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including, but not limited to, any statutory power or discretion of the Council relating to any Development Application or any other application for Development Consent in relation to the Land (all referred to in this agreement as a "**Discretion**").

### 16.2 *No fetter*

No provision of this agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the parties agree:

- (a) They will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied,
- (b) In the event that (a) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this agreement has full force and effect, and
- (c) To endeavour to satisfy the common objectives of the parties in relation to the provision of this agreement which is to be held to be a fetter on the extent that is possible having regard to the relevant court judgment.

### 16.3 *Planning Certificates*

The Landowner acknowledges that Council may, at its discretion, include advice on any planning certificate issued under section 10.7 of the Act that this agreement affects the Land.

## 17 Notices

### 17.1 *Notices*

Any notice given under or in connection with this agreement (**Notice**):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by email or fax at the address or fax number below, or at the address or fax number last notified by the intended recipient to the sender after the date of this agreement:

- (i) to City of Parramatta Council: PO Box 32, Parramatta, NSW 2124  
Email: council@cityofparramatta.nsw.gov.au  
Attention: Manager, Land Use Planning
- (ii) Landowner  
Email: Jeremy.hung@jqz.com.au  
Attention: Jeremy Hung
- (iii) Developer  
Email: Jeremy.hung@jqz.com.au  
Attention: Jeremy Hung
- (c) is taken to be given or made:
  - (i) in the case of hand delivery, when delivered;
  - (ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
- (d) if under clause 17.1(c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

#### 17.2 Notices sent by email:

- (a) A party may serve a Notice by email if the Notice:
  - (i) includes a signature block specifying:
    - (A) the name of the person sending the Notice; and
    - (B) the sender's position within the relevant party;
  - (ii) states in the body of the message or the subject field that it is sent as a Notice under this agreement;
  - (iii) contains an express statement that the person sending the Notice has the authority to serve a Notice under this agreement;
  - (iv) is sent to the email address below or the email address last notified by the intended recipient to the sender:
    - (A) to City of Parramatta Council: Attention: Manager, Land Use Planning  
Email: council@cityofparramatta.nsw.gov.au
    - (B) Landowner: Attention: Jeremy Hung  
Email: Jeremy.hung@jqz.com.au
    - (C) Developer: Attention: Jeremy Hung  
Email: Jeremy.hung@jqz.com.au
- (b) The recipient of a Notice served under this clause 17.2 must:
  - (i) promptly acknowledge receipt of the Notice; and

- (ii) keep an electronic copy of the Notice,
- (c) Failure to comply with clause 17.2 does not invalidate service of a Notice under this clause.

### 17.3 *Receipt of Notices sent by email*

- (a) A Notice sent under clause 17.2 is taken to be given or made:
  - (i) when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above;
  - (ii) when the Notice enters an information system controlled by the recipient; or
  - (iii) when the Notice is first opened or read by the recipient,whichever occurs first.
- (b) If under clause 17.3 a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

## 18 General

### 18.1 *Relationship between parties*

- (a) Nothing in this agreement:
  - (i) constitutes a partnership between the parties; or
  - (ii) except as expressly provided, makes a party an agent of another party for any purpose.
- (b) A party cannot in any way or for any purpose:
  - (i) bind another party; or
  - (ii) contract in the name of another party.
- (c) If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

### 18.2 *Time for doing acts*

- (a) If the time for doing any act or thing required to be done or a notice period specified in this agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5.00 pm on the specified day, it is taken to have been done on the following Business Day.

### 18.3 *Further assurances*

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this agreement.

**18.4 *Joint and individual liability and benefits***

Except as otherwise set out in this agreement, any agreement, covenant, representation or warranty under this agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

**18.5 *Variations and Amendments***

A provision of this agreement can only be varied by a later written document executed by or on behalf of all parties and in accordance with the provisions of the Act.

**18.6 *Counterparts***

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

**18.7 *Legal expenses and stamp duty***

- (a) The Landowner must pay the Council's legal costs and disbursements in connection with the negotiation, preparation, execution, carrying into effect, enforcement and release and discharge of this agreement, including the reasonable costs of obtaining any legal advice in connection with this agreement, no later than 10 Business Days after receiving a demand from the Council to pay such costs unless otherwise agreed between the parties.
- (b) In the event that a further review of this agreement is required in the future, the Landowner agrees to reimburse Council's legal fees reasonably incurred with doing so to an amount agreed in advance for that further review.
- (c) The Landowner agrees to pay or reimburse the costs and expenses incurred by Council in connection with the advertising and exhibition of this agreement in accordance with the Act.
- (d) The Landowner agrees to pay Council any administrative fees as required by Council, acting reasonably, in connection with the administration of this agreement.

**18.8 *Entire agreement***

The contents of this agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this agreement, whether orally or in writing.

**18.9 *Representations and warranties***

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

**18.10 *Severability***

If a clause or part of a clause of this agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this agreement, but the rest of this agreement is not affected.



#### 18.11 *Invalidity*

- (a) A word or provision must be read down if:
  - (i) this agreement is void, voidable, or unenforceable if it is not read down;
  - (ii) this agreement will not be void, voidable or unenforceable if it is read down; and
  - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
  - (i) despite the operation of clause 18.11(a), the provision is void, voidable or unenforceable if it is not severed; and
  - (ii) this agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this agreement has full effect even if clause 18.11(b) applies.

#### 18.12 *Waiver*

- (a) A right or remedy created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.
- (b) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It 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.

#### 18.13 *GST*

- (a) Words and expressions which are not defined in this agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this agreement, the Landowner must pay the GST or pay to the Council an amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances.
- (d) If the Council is obliged to pay any GST on any supply made under or in accordance with this agreement, the Landowner indemnifies the Council for the amount of any such payment is required to make.

#### 18.14 *Governing law and jurisdiction*

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

## Schedule 1 Contributions Schedule

## Schedule 1 Contributions Schedule

No.	Item	Public Purpose	Type of Contribution	Scope	Timing of Provision	Estimated Amount / Value of Item
1.	Footpath 'H' (Site 1)	The provision of public pedestrian access	Construction of part of the Works, and specifically, Footpath 'H'	Footpath design and construction on Site 1 and marked 'H' on the Staging Plan at Schedule 2 of this agreement.	Practical Completion of Site 1 Footpath 'H' is to occur prior to the issue of any Occupation Certificate for a residential apartment on Site 1. (refer clause 7.1(e)(i))	\$901,149
2.	Through-Site Link 'X' (Site 1)	The provision of public pedestrian access	Construction of part of the Works, and specifically, Through-Site Link 'X'.	Through-site link design and construction on Site 1 and marked "X" on the Staging Plan at Schedule 2 of this agreement.	Practical Completion of Through-Site Link 'X' is to occur prior to the issue of any Occupation Certificate for a residential apartment on Site 1. (refer clause 7.1(e)(ii))	\$2,498,339
3	Footpath 'P' (Site 2)	The provision of public pedestrian access	Construction of part of the Works, and specifically, Footpath 'P'	Footpath design and construction on Site 2 and marked 'P' on the Staging Plan at Schedule 2 of this agreement.	Practical Completion of Site 2 Footpath 'P' is to occur prior to the issue of any Occupation Certificate for a residential apartment on Site 2. (refer clause 7.1(e)(iii))	\$754,840
4	Through-Site Link 'Y' (Site 2)	The provision of public pedestrian access	Construction of part of the Works, and specifically, Through-Site Link 'Y'.	Through-site link design and construction on Site 2 and marked "Y" on the Staging Plan at Schedule 2 of this agreement.	Practical Completion of Through-Site Link 'Y' is to occur prior to the issue of any Occupation Certificate for a residential apartment on Site 2. (refer clause 7.1(e)(iv))	\$1,735,716
5	Community & Cultural Hub, Building 'L' (Site 2)	The provision of public facilities.	Construction of part of the Works, and specifically, Community & Cultural Hub, Building 'L'	Construction and fit-out of the four storey Community and Cultural Hub on Site 2 and marked Building 'L' on the Staging Plan at Schedule 2 of this agreement.	Practical Completion of Community & Cultural Hub, Building 'L', is to occur prior to the issue of any Occupation Certificate for a residential apartment on Site 2. (refer clause 7.1(e)(v))	\$16,769,200

## Schedule 1 Contributions Schedule

No.	Item	Public Purpose	Type of Contribution	Scope	Timing of Provision	Estimated Amount / Value of Item
6	New Park 'Q' (Site 3)	The provision of public open space.	Construction of part of the Works, and specifically, New Park 'Q'.	Open space remediation, design, construction and embellishment on Site 3 and marked New Park 'Q' on the Staging Plan at Schedule 2 of this agreement.	Practical Completion of New Park 'Q' is to occur prior to the issue of the first Occupation Certificate on Site 2. (refer clause 7.1(e)(vi))	\$1,650,910
7	Dedication of 'G' and Footpath 'H' (Site 1)	The provision of public pedestrian access	Dedication	Dedication to Council of the footpath on Site 1 and marked 'G' and Footpath 'H' on the Staging Plan at Schedule 2 of this agreement.	Dedication must commence within 45 days of obtaining the Certificate of Practical Completion for Site 1 Footpath 'H' (refer clause 7.2(b)(i))	N/A
8	Dedication of Footpath 'P' (Site 2)	The provision of public pedestrian access	Dedication	Dedication to Council of the footpath on Site 2 and marked 'O' and Footpath 'P' on the Staging Plan at Schedule 2 of this agreement.	Dedication must commence within 45 days of obtaining the Certificate of Practical Completion for Site 2 Footpath 'P' (refer clause 7.2(b)(ii))	N/A
9	Dedication of Community & Cultural Hub, Building L (Site 2)	The provision of public facilities.	Dedication	Dedication to Council of the Community & Cultural Hub, on Site 2 and marked Building 'L' on the Staging Plan at Schedule 2 of this agreement.	Dedication must commence within 45 days of obtaining the Certificate of Practical Completion for Site 2 Community and Cultural Hub, Building 'L' (refer clause 7.2(b)(iii))	N/A
10	Dedication of New Park 'Q' (Site 3)	The provision of public open space.	Dedication	Dedication to Council of the New Park, on Site 3 and marked 'Q' on the Staging Plan at	Dedication must commence within 45 days of obtaining the Certificate of Practical Completion for Site 3 New Park 'Q' (refer clause 7.2(b)(iv))	N/A

Schedule 1 Contributions Schedule

No.	Item	Public Purpose	Type of Contribution	Scope	Timing of Provision	Estimated Amount / Value of Item
				Schedule 2 of this agreement.		
11	Easement over Through-Site Link 'X' (Site 1)	The provision of public pedestrian access	Easement	Registration on title of an easement in gross burdening the Easement Area, being that part of the Land on which the Through-Site Link 'X' will be located	Prior to the issue of any Occupation Certificate for Site 1 (refer clause 7.3(d)(i))	N/A
12	Pedestrian Bridge Easement 'Z' (Site 1)	The provision of the Pedestrian Bridge Easement Area	Easement	Registration on title of an easement in gross burdening the Pedestrian Bridge Easement Area, being that part of the Land on which the Pedestrian Bridge Easement 'Z' will be located.	Prior to the issue of any Occupation Certificate for Site 1 (refer clause 7.3(d)(ii)).	N/A
13	Easement over Through-Site Link 'Y' (Site 2)	The provision of public pedestrian access	Easement	Registration on title of an easement in gross burdening the Easement Area, being that part of the Land on which the Through-Site Link 'Y' will be located	Prior to the issue of any Occupation Certificate for Site 2 (refer clause 7.3(d)(iii))	N/A

*Schedule 1 Contributions Schedule*

## Works Totals

<b>Total Site 1 Works Estimate</b>	<b>\$3,399,488</b>
<b>Total Site 2 Works Estimate</b>	<b>\$19,259,756</b>
<b>Total of Site 3 Works Estimate</b>	<b>\$1,650,910</b>
<b>GRAND TOTAL</b>	<b>\$24,310,154</b>

Schedule 2

Staging Plan

Indicative Staging Plan





















Table 1. VPA dedications key		
ID	Description	
<b>1 - Northern site</b>		
B		Ground level retail
C		Residential and commercial podium
D		Residential tower 1
E		Residential tower 2
F		Hotel building
G		Setback and road widening works (Completed)
H		Line marking works for cycle way / footpath
X		Pedestrian north-south link
Z		Pedestrian bridge easement
<b>2 - Central site</b>		
I		Ground level retail
J		Residential podium
K		Residential tower
L		Community and Cultural Hub
O		Setback and road widening works (Completed)
P		Line marking works for cycle way / footpath
Y		Pedestrian north-south link
<b>3 - Southern site</b>		
Q		New park

Table 2. Staging key	
ID	Description
	Stage 1
	Stage 2
	Stage 3

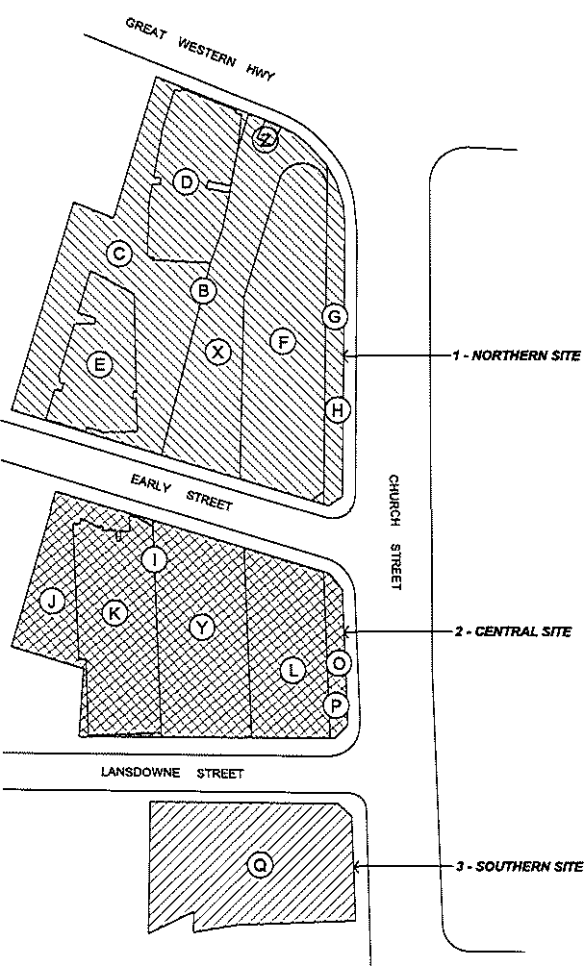


Figure 1 - Staging Plan

Schedule 3

Dedication Plan



Indicative VPA Land Dedication Plan

Table 1. Site area

Site ID	Site Area (m <sup>2</sup> )	FSR
1 - Northern site	7,602	8.4 : 1
2 - Central site	4,742	7.36 : 1
3 - Southern site	1,953	No FSR
TOTAL	14,297	

Table 2. VPA dedications key

ID	Description
<b>1 - Northern site</b>	
B	Ground level retail
C	Residential and commercial podium
D	Residential tower 1
E	Residential tower 2
F	Hotel building
G	Setback and road widening works (Completed)
H	Line marking works for cycle way / footpath
X	Pedestrian north-south link
Z	Pedestrian bridge easement
<b>2 - Central site</b>	
I	Ground level retail
J	Residential podium
K	Residential tower
L	Community and Cultural Hub
O	Setback and road widening works (Completed)
P	Line marking works for cycle way / footpath
Y	Pedestrian north-south link
<b>3 - Southern site</b>	
Q	New park

Denotes VPA dedications

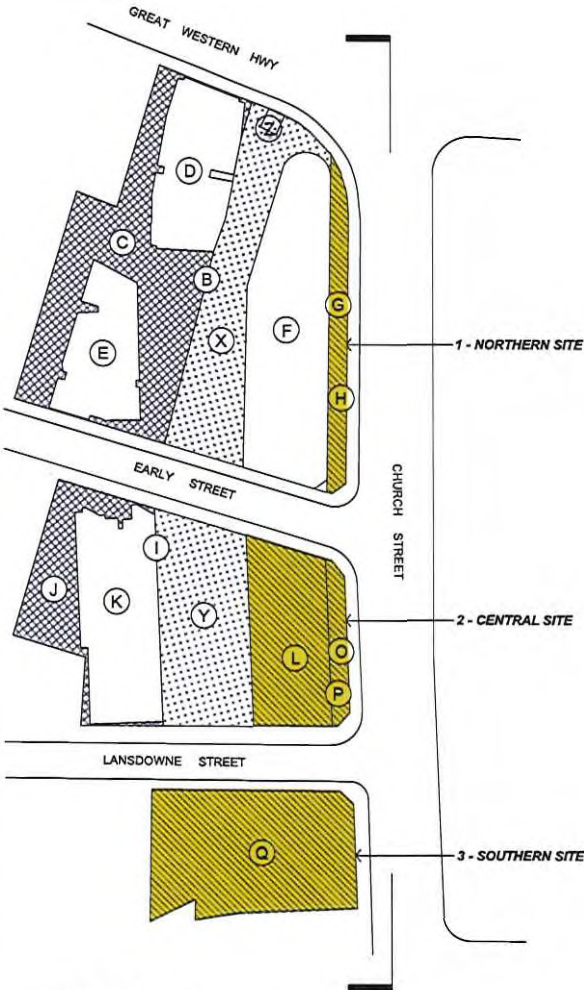


Figure 1 - VPA Key Plan

Refer Figure 2 for section diagram

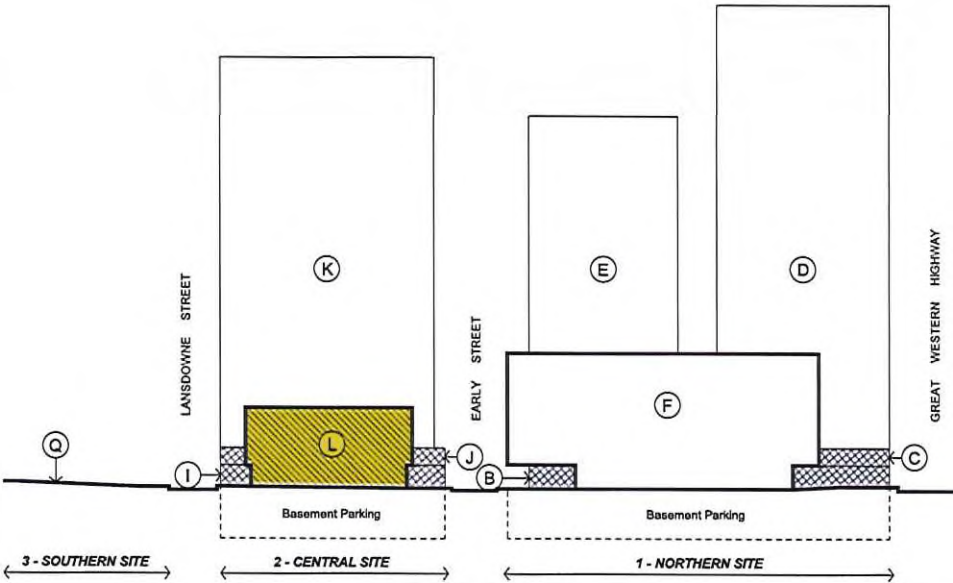


Figure 2 - VPA section diagram

## Schedule 4 Schedule of Works

## Schedule 4 Schedule of Works

SCHEDULE OF LANDOWNERS WORKS			
Component of landowner's work	Minimum Requirements	Time for completion of Works	Time for dedication
<b>Site 1</b>			
Footpath works 'H'	<p>Construction of Footpath no less than 1.5m in width along Church Street on Site 1 (Site 1 Footpath 'H' ) (refer clause 7.1(e)(i)) (approximately 1,041sqm)</p> <p>The qualitative standard of the design and finishes is to be no less than those described in:</p> <ul style="list-style-type: none"> <li>The relevant Australian standards;</li> <li>Any relevant public domain (open space) guidelines, requirements or policies applied by Parramatta City Council from time to time in assessing the adequacy of any improvements proposed for the public domain; and</li> </ul> <p>The design and finishes are to be generally consistent with the indicative impacts contained in the VPA (as per the original VPA).</p>	Prior to the issue of any Occupation Certificate for a residential apartment on Site 1.	Process for dedication to be commenced within 45 days of obtaining the Certificate of Practical Completion for Site 1 Footpath 'H'.
Through site link works 'X'	<p>Construction of a Northern Thoroughfare on Site 1 no less than 15m in width. (Site 1 Through-Site Link 'X') (refer clause 7.1(e)(ii)) (approximately 1,600 sqm)</p> <p>The qualitative standard of the design and finishes is to be no less than those described in:</p> <ul style="list-style-type: none"> <li>The relevant Australian standards;</li> <li>Any relevant public domain (open space) guidelines, requirements or policies applied by Parramatta City Council from time to time in assessing the adequacy of any improvements proposed for the public domain; and</li> </ul> <p>The design and finishes are to be generally consistent with the indicative impacts contained in the VPA (as per the original VPA).</p> <p>Works to be delivered include:</p> <ul style="list-style-type: none"> <li>Stormwater drainage including pits, excavation, backfilling and bedding</li> <li>Footpaths</li> <li>Paving</li> <li>Soft and Hard Landscaping</li> <li>Services including Smart Poles (where required)</li> </ul>	Prior to the issue of any Occupation Certificate for a residential apartment on Site 1.	N/A

Schedule 4 Schedule of Works

	<ul style="list-style-type: none"> <li>• Turf to verge</li> <li>• Handrails, tactiles, and stairs</li> <li>• Benches/ Seating</li> <li>• Traffic signs</li> <li>• Signage, linemarking and wayfinding</li> <li>• Public Art</li> <li>• Bins</li> <li>• External Lighting</li> </ul> <p>All works should be designed in accordance with site specific DCP and Public Domain Manual.</p>		
<b>Site 2</b>			
Footpath works 'P'	<p>Construction of Footpath no less than 1.5m in width along Church Street on Site 2 (Site 2 Footpath 'P') (refer clause 7.1(e)(iii)) (approximately 990sqm)</p> <p>The qualitative standard of the design and finishes is to be no less than those described in:</p> <ul style="list-style-type: none"> <li>• The relevant Australian standards;</li> <li>• Any relevant public domain (open space) guidelines, requirements or policies applied by Parramatta City Council from time to time in assessing the adequacy of any improvements proposed for the public domain; and</li> </ul> <p>The design and finishes are to be generally consistent with the indicative impacts contained in the VPA (as per the original VPA).</p>	Prior to the issue of any Occupation Certificate for a residential apartment on Site 2.	Process for dedication to be commenced within 45 days of obtaining the Certificate of Practical Completion for Site 2 Footpath 'P';
Through Site Link 'Y'	<p>Construction of a Central Thoroughfare on Site 2 no less than 15m in width. (Site 2 Through-Site Link 'Y') (refer clause 7.1(e)(iv)) (approximately 1,350 sqm)</p> <p>The qualitative standard of the design and finishes is to be no less than those described in:</p> <ul style="list-style-type: none"> <li>• The relevant Australian standards;</li> <li>• Any relevant public domain (open space) guidelines, requirements or policies applied by Parramatta City Council from time to time in assessing the adequacy of any improvements proposed for the public domain; and</li> </ul> <p>The design and finishes are to be generally consistent with the indicative impacts contained in the VPA (as per the original VPA).</p> <p>Works to be delivered include:</p> <ul style="list-style-type: none"> <li>• Stormwater drainage including pits, excavation, backfilling and bedding</li> </ul>	Prior to the issue of any Occupation Certificate for a residential apartment on Site 2.	N/A

Schedule 4 Schedule of Works

	<ul style="list-style-type: none"> <li>• Footpaths</li> <li>• Paving</li> <li>• Soft and Hard Landscaping</li> <li>• Services including Smart Poles (where required)</li> <li>• Turf to verge</li> <li>• Handrails, tactiles, and stairs</li> <li>• Benches/ Seating</li> <li>• Traffic signs</li> <li>• Signage, linemarking and wayfinding</li> <li>• Public Art</li> <li>• Bins</li> <li>• External Lighting</li> </ul> <p>All works should be design in accordance with site specific DCP and Public Domain Manual.</p>		
Building L	<p>Construction and fit-out of a four storey "community and cultural hub" building (Site 2 Building 'L') (refer clause 7.1(e)(v)) on Site 2 that comprises*:</p> <ul style="list-style-type: none"> <li>▪ Basement car parking comprising 34* spaces.</li> <li>▪ Two ground floor retail tenancies comprising total 131*sqm gross floor area (GFA) – cold shell fit-out</li> <li>▪ One ground floor community hall comprising 555*sqm GFA – warm shell fit-out</li> <li>▪ Levels 1 - 3 Commercial office space 2,532*sqm GFA – cold shell fit-out</li> </ul> <p>Works to be delivered include:</p> <p>Within the basement:</p> <ul style="list-style-type: none"> <li>• Drained Basement</li> <li>• Soldier pile system with shotcrete infill panels and anchors where required</li> <li>• General services including fire sprinklers, power and lighting, and mechanical ventilation</li> </ul> <p>Within Building L:</p> <ul style="list-style-type: none"> <li>• Shell and core only with core amenities fully fitted</li> <li>• Face brick and glazed façade as per provided Plans and Elevations</li> <li>• Main and typical lobbies fully finished</li> <li>• Base Building services including all fire and life safety systems, lifts, central main plant and equipment, chillers, cooling towers, boilers, power and hydraulic infrastructure to typical floors perimeters and all risers</li> <li>• All statutory signage</li> <li>• Building Maintenance unit</li> </ul> <p>In addition to the above, the following additional 'warm shell' fitout will be provided for the ground level community hall and</p>	<p>Prior to the issue of any Occupation Certificate for a residential apartment on Site 2.</p>	<p>Process for dedication to be commenced within 45 days of obtaining the Certificate of Practical Completion for Site 2 Building 'L'.</p>

Schedule 4 Schedule of Works

	<p>will include, but not limited to:</p> <ul style="list-style-type: none"> <li>• Sprung timber floor</li> <li>• Grid ceilings</li> <li>• Power, internet and lighting</li> <li>• Air conditioning duct and ceiling registers and grilles</li> <li>• Fire alarms fit-off</li> <li>• Statutory and way finding signage</li> <li>• Base building toilets</li> </ul> <p>*values are approximations</p>		
<b>Site 3</b>			
Open Space	<p>An area of no less than 1,790sqm on Site 3 (Site 3 New Park 'Q', also known as "Open Space" or "New Park") (refer clause 7.1(e)(vi))</p> <p>The Site 3 New Park 'Q' will provide amenity and recreation opportunities for the existing culture and local community.</p> <p>The qualitative standard of the design and finishes is to be no less than those described in:</p> <ul style="list-style-type: none"> <li>• The relevant Australian standards;</li> <li>• Any relevant public domain (open space) guidelines, requirements or policies applied by Parramatta City Council from time to time in assessing the adequacy of any improvements proposed for the public domain; and</li> <li>• The design and finishes are to be generally consistent with the indicative impacts contained in the VPA (as per the original VPA).</li> </ul> <p>Works to be delivered include:</p> <ul style="list-style-type: none"> <li>• Soft and hard landscaping</li> <li>• Lighting</li> <li>• Pathways</li> <li>• Paving</li> <li>• Children's play equipment</li> <li>• Outdoor basketball court flooring and equipment</li> <li>• Mature tree planting</li> <li>• Bench seats</li> <li>• Bins</li> <li>• Wayfinding signage</li> <li>• External services to park including stormwater drainage, water supply and irrigation system and lighting</li> </ul> <p>Specific exclusions are documented within the quantity surveyors report as exhibited to the parties.</p>	<p>Practical Completion of New Park 'Q' is to occur no later than 12 months after the date on which the first Occupation Certificate is issued in respect of Site 2</p>	<p>Process for dedication to be commenced within 45 days of obtaining the Certificate of Practical Completion for Site 3 New Park 'Q';</p>

Schedule 5 Construction Terms

## Schedule 5 Construction Terms

### 1 Interpretation

For the purposes of this Schedule 5, the definitions and Interpretation principles in clauses 1 and 2 of this agreement will apply and, unless context indicates a contrary intention:

**Applicant** means the Developer.

**Builder** means any entity contracted under the Construction Contract to carry out the Works.

**Construction Contract** means the contract to carry out the Works (whether or not that is a contract for the Works only or forms part of a contract for the building of other components of the Development).

**Defects Liability Period** means in respect of each item of building works which together comprise the Works the period of 12 months from the date on which the Certificate of Practical Completion is issued for the Works.

**Detailed Design** means the final specifications and finishes for the Works prepared in accordance with clause 5.2 of this Schedule 5 and will include the design of the Works, the location for the Works, installation specifications and estimated costs of construction and/or installation.

**Services** means all water, gas, electricity, television, drainage, sewerage, cable TV, data communications, telecommunications and other services which are required under a development consent within the meaning of the Act or an Approval and which are necessary or desirable for the construction or operation of the Development.

**Superintendent** means the Superintendent appointed under any Construction Contract.

**Works** means the Developer will construct in and as described in Schedule 4, as summarised below:

- (a) Footpath design and construction on Site 1;
- (b) Footpath design and construction on Site 2;
- (c) Open space design and construction on Site 3;
- (d) Through-site link design and construction on Site 1;
- (e) Through-site link design and construction on Site 2;
- (f) Construction and fit-out of a four storey community and cultural hub known as Building L on Site 2.

### 2 Requirements of Authorities and Approvals

2.1 These Construction Terms must be read and construed subject to:

- (a) any requirements or conditions of any Development Consent;
- (b) the requirements of and conditions imposed by all relevant Authorities and all Laws relating to the Development and the construction of the Development.

2.2 If the Applicant require any Approvals in order to carry out the obligations under this agreement, then the Applicant will acquire all Approvals necessary to carry out the Works at their own cost.

Schedule 5 Construction Terms

2.3 The Applicant must ensure that the Works carried out under this agreement are carried out:

- (a) in accordance with the relevant Development Consent for the Works and all Approvals and the requirements of all Laws, including without limitation, work health and safety legislation; and
- (b) in a good and workmanlike manner and so that they are diligently progressed until completion;

AND it is acknowledged that to the extent that there is any inconsistency between this agreement and any Approval the terms of the Approval shall take precedence.

**3 Costs of Works**

All costs of the Works must be borne by the Applicant.

**4 Project Management and Contractor Engagement**

4.1 The Applicant will be responsible for managing the Works.

4.2 The Applicant will ensure that any contractor it engages to carry out the Works agrees to:

- (a) carry out the Applicant's obligations in these Construction Terms as part of any Construction Contract; and
- (b) request a Council representative to be present at each on-site meeting attended by the Superintendent and to ensure the Council representative is present at the meeting.

**5 Design Development and Approvals**

**5.1 Concept Design**

Council and the Applicant will work in consultation with each other to prepare and agree the concept plans for the Works.

**5.2 Detailed Design**

- (a) Prior to Works commencing the Applicant must provide a copy of the draft Detailed Design to the Council for approval.
- (b) Within 15 Business Days of receiving the Detailed Design, Council will respond to the Applicant with any suggested amendments to the Detailed Design.
- (c) Council and the Applicant must work in consultation with each other to prepare and agree the Detailed Design and must both act reasonably and with due expedition in their consultations with each other.
- (d) If the Detailed Design is not completed and agreed within 15 Business Days of Council providing its suggested amendments in accordance with clause 5.2(b) of this Schedule 5 to avoid possible delays to the issue of a Certificate of Practical Completion, the Council will, in its sole discretion, be entitled to decide on any outstanding or undecided matter or item relating to areas that are to be accessible to the public, provided that any decision made by Council under this clause:
  - (i) is consistent with the obligation to carry out the Works under this agreement; and

Schedule 5 Construction Terms

- (ii) is consistent with the Development Consent; and
- (iii) does not materially and adversely affect the Development; and
- (iv) is not unreasonable.

5.3 Any acceptance by the Council of the Detailed Design under this clause 5 of Schedule 3 is not to be taken as approval of or to any Construction Certificate for the Works.

5.4 **Good faith**

The parties must act promptly and in good faith to consult in relation to the Detailed Design.

6 **Carrying out of Works**

6.1 **Communication**

The Applicant must keep Council reasonably informed of progress of the Works and provide to Council such information about the Works as Council reasonably requests.

6.2 **Standard of Works**

- (a) Unless otherwise provided, the Applicant shall, and must cause the Builder to, use suitable new materials and proper and tradesmanlike workmanship when carrying out the Works.
- (b) The qualitative standard of the design and finishes for the Works must be no less than those described in the following documents:
  - (i) Any relevant Australian Standard;
  - (ii) Any relevant design standards or guidelines and any other requirements or policies applied by the Council from time to time in assessing the adequacy of any works or improvements proposed for the public domain or to be accessible to the public in accordance with this agreement.
- (c) The Applicant will obtain any relevant standards (including design standards), specifications, or guidelines and any other requirements or policies referred to in clause 6.2(b)(ii) of this Schedule 5 from Council if the Council fails to deliver them to the Applicant.
- (d) The Applicant may but is not obliged to reinstate any Works where damage or destruction is as a result of:
  - (i) Any act or omission of the Council or its employees, consultants or agents relating to any part of the Works under this agreement; or
  - (ii) The use or occupation by the Council or its employees, consultants or agents, Council's representatives or other contractor of the Council of any part of the Works.

6.3 **Damage to people, property & utilities**

- (a) The Applicant is to ensure to the fullest extent reasonably practicable that, in performing its obligations under this agreement:
  - (i) all necessary measures are taken to protect people and property;
  - (ii) unnecessary interference with the passage of people and vehicles is avoided; and



Schedule 5 Construction Terms

(iii) nuisances and unreasonable noise and disturbances are prevented.

- (b) Without limiting clause 6.3(a) of this Schedule 5, the Applicant 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.

**7 Inspection**

- (a) On completion of the Detailed Design, the Council will provide a schedule of inspections to be undertaken by Council (**Inspection Schedule**) to occur at specified stages of the construction of the Works (**Inspection Stage**). If the Council does not provide the Inspection Schedule, the Applicant must request the Inspection Schedule from the Council prior to the Works commencing.
- (b) Five Business Days prior to reaching an Inspection Stage as set out in the Inspection Schedule, the Applicant must notify the Council of the proposed inspection date (**Inspection Date**).
- (c) On the Inspection Date, or other agreed date, the Applicant must ensure that any employees, contractors, agents or representatives of Council have access to and may enter the Land to inspect the Works.
- (d) In addition to carrying out inspections in accordance with the Inspection Schedule, the Council may enter the Land or any part of the Land on which the Works are located to inspect the progress of the Works, subject to:
- (i) the terms of the Construction Contract (save for any clause of the Construction Contract which prevents the Council from accessing the Land);
  - (ii) giving reasonable notice to the Applicant;
  - (iii) complying with all reasonable directions of the Applicant; and
  - (iv) being accompanied by the Applicant or a nominee, or as otherwise agreed.
- (e) The Council may, acting reasonably, within 5 Business Days of carrying out an inspection (either under clause 7(c) or 7(d) of this Schedule 5), notify the Applicant of any defect or non-compliance in the Works and direct the Applicant to carry out work to rectify that defect or non-compliance within a reasonable period of time. Such work may include, but is not limited to:
- (i) removal of defective or non-complying material;
  - (ii) demolishing defective or non-complying work;
  - (iii) reconstructing, replacing or correcting any defective or non-complying work; and
  - (iv) not delivering any defective or non-complying material to the site of the Works.
- (f) If the Applicant is issued a direction to carry out further work under clause 7(e) of this Schedule 5, the Applicant must, at its cost, rectify the defect or non-compliance specified in the Notice within the time period specified in the Notice, provided that it is reasonable having regard to the nature of the works.

Schedule 5 Construction Terms

- (g) If the Applicant fails to comply with a direction to carry out work given under 7(e) of this Schedule 5, the Council will be entitled to refuse to accept that the Works (or the relevant part of the Works) meet the Council's standards and specifications and may refuse to issue a Certificate of Practical Completion, until the required Works have been completed to the Council's satisfaction, acting reasonably.
- (h) For the avoidance of doubt, any acceptance by the Council that the Applicant has rectified a defect or non-compliance identified in a notice issued under 7(e) of this Schedule 5 does not constitute:
  - (i) acceptance by the Council that the Works comply with all Approvals and Laws; or
  - (ii) an Approval by the Council in respect of the Works; or
  - (iii) an agreement or acknowledgment by the Council that the Works or the relevant part of the Works are complete and may be delivered to the Council in accordance with this agreement.

**8 Completion**

**8.1 Practical Completion**

- (a) When the Applicant considers that the Works, or any part of the Works, are complete, the Applicant must send a Notice to the Council accompanied by complete works as executed plans, any relevant certificates or consents of any public utility authority and a request for written certification from the Council that the Works are complete.
- (b) Within 10 Business Days of receipt of the notice under clause 8.1(a) of this Schedule 5, the Council will carry out an inspection of the Works and will, acting reasonably, either:
  - (i) provide written certification to the Applicant that the Works have been completed; or
  - (ii) notify the Applicant of any additional information required or matters which must be addressed by the Applicant prior to the certification being issued.
- (c) If Council does not attend to the inspection referred to in clause 8.1(b) of this Schedule 5 within 10 Business Days, the Applicant may send a further Notice to the Council requesting an inspection.
- (d) If the Applicant is required to provide additional information or address any matters under clause 8.1(b)(ii) of this Schedule 5, the Applicant will provide that information to Council or address those matters within 10 Business Days of receiving the notice or within a reasonable period of time and make a further request under clause 8.1(a) of this Schedule 5 for written certification that the Works have been completed.
- (e) Practical completion will be achieved in relation to the Works or any part of the Works when a Certificate of Practical Completion has been issued for those Works

Schedule 5 Construction Terms

**8.2 Defects Liability Period**

- (a) During the Defects Liability Period, the Council (acting reasonably) may give to the Applicant a notice (**Rectification Notice**) in writing that identifies a defect in the Works and specifies:
  - (i) action required to be undertaken by the Applicant to rectify that defect (**Rectification Works**); and
  - (ii) the date on which the defect must be rectified (**Rectification Date**).
- (b) The Applicant must comply with the Rectification Notice by:
  - (i) procuring the performance of the Rectification Works by the Rectification Date, or such other date as agreed between the parties;
  - (ii) keeping the Council reasonably informed of the action to be taken to rectify the defect; and
  - (iii) carrying out the Rectification Works.
- (c) The Council must give the Applicant and its contractors any access required to carry out the Rectification Works.
- (d) When the Applicant considers that the Rectification Works are complete, either the Applicant must notify the Council and provide documentation, plans or invoices which establish that the Rectification Works were carried out.
- (e) The Council may inspect the Rectification Works within 15 Business Days of receiving a Notice from the Applicant under clause 8.2(d) of Schedule 5 and, acting reasonably:
  - (i) issue a further Rectification Notice if it is not reasonably satisfied that the Rectification Works are complete; or
  - (ii) notify the Applicant in writing that it is satisfied the Rectification Works are complete.
- (f) The Applicant must meet all costs of and incidental to rectification of defects under this clause 8.2.
- (g) If the Applicant fails to comply with a Rectification Notice, then the Council may do such things or take such action as is necessary to carry out the Rectification Works, including accessing and occupying any part of the Land without further notice to the Applicant, and may:
  - (i) call upon any Bond or Bank Guarantee provided to the Council under clause 8 of this agreement to meet its costs of carrying out Rectification Works; and
  - (ii) recover as a debt due to the Council by the Applicant in a court of competent jurisdiction, any difference between the amount of the security deposit and the costs incurred by the Council in carrying out Rectification Works.
- (h) The Applicant must request that Council inspect the Works 28 days prior to the end of the Defects Liability Period. The Council must inspect the Works at any time after receiving the request from the Applicant and before to the end of the Defects Liability Period.

Schedule 5 Construction Terms

- (i) If, prior to the end of the Defects Liability Period:
  - (i) the Applicant fails to request the inspection, or
  - (ii) the Council does not carry out the inspection,the Council may extend the Defects Liability Period so that the inspection may be carried out.

**9 Risk**

The Applicant undertakes the Works entirely at its own risk.

**10 Insurance**

- (a) Prior to the commencement of the construction of any of the Works, the Applicant must ensure the Builder effects and the Applicant must produce evidence to the Council of the following insurances issued by an insurer approved by the Council (acting reasonably) in a form approved by the Council (acting reasonably):
  - (i) construction works insurance for the value of the Works;
  - (ii) public risk insurance for at least \$20 million;
  - (iii) workers compensation insurance as required by Law.
- (b) The Applicant must provide evidence of currency of insurance required by clause 10(a) of this Schedule 5 upon request by the Council, acting reasonably, throughout the term of this agreement.

**11 Risk of contamination**

The Applicant acknowledges and agrees:

- (a) that it is responsible for the management and remediation of any contamination present upon or under the land on which the Works are to be carried out;
- (b) it will attend to any necessary remediation at its own costs; and
- (c) to the fullest extent permitted by Law indemnify and release the Council from any Claim which might arise from any contamination with respect to the land on which the Works are to be carried out.

**12 Plans**

The parties acknowledge and agree that further detail and refinement of plans and documents in connection with this agreement may be necessary having regard to the following matters:

- (a) matters affecting Works not capable of identification on or before the date of this agreement; or
- (b) by agreement between the parties.

Schedule 6 Easement Terms

## Schedule 6 Easement Terms

- 1 The owner of the Easement Area grants to the Council and members of the public full and free right to go, pass and repass over the Easement Area at all times:
  - (a) with or without companion animals (as defined in the Companion Animals Act 1998) or other small pet animals; and
  - (b) on foot without vehicles (other than wheelchairs or other disabled access aids), unless vehicles are being used to access the building on the Land via clearly identified entry and exit points;for all lawful purposes.
- 2 The owner of the Easement Area must, to the satisfaction of Council, acting reasonably:
  - (a) keep the Easement Area (including any services in, on or under the Easement Area) in good repair and condition;
  - (b) maintain and repair the Easement Area and all improvements made to the Easement Area;
  - (c) keep the Easement Area clean and free from rubbish; and
  - (d) maintain sufficient public liability insurance covering the use of the Easement Area in accordance with the terms of this Easement.
- 3 The owner of Easement Area must ensure that any rules made by an Owner's Corporation relating to the Easement Area have been approved by the Council, acting reasonably.
- 4 If any member or members of the public loiter or congregate, for any purpose which the owner of the pedestrian Through-Site link, acting reasonably, considers to be a nuisance or a safety risk, the owner may either remove those members of the public, or arrange for their removal by an appropriate authority.
- 5 The owner of the Easement Area may erect safety signage and any other appropriate signage and may erect CCTV cameras in the Easement Area.
- 6 The owner of the Easement Area may engage security personnel to monitor and control the behaviour of the public including but not limited to prohibiting smoking, consumption of alcohol (except within licensed areas), passage of animals, bicycles and skateboards and the like in accordance with any rules made by an Owner's Corporation relating to the Easement Area.
- 7 The owner of the Easement Area may with the Council's prior written consent (except in the case of an emergency, in which case the Council's prior written consent is not required) temporarily close or temporarily restrict access through all or part of the Easement Area for the time and to the extent necessary but only on reasonable grounds for the purposes of:
  - (a) construction, construction access, repairs, maintenance, replacement and alteration to the Easement Area or any improvements in, on or under the Easement Area; or
  - (b) security, public safety or evacuation of the Easement Area and adjoining buildings.

Schedule 6 Easement Terms

- 8 Subject to ensuring the provision of access in accordance with above clause 1 of these easement terms, the owner of the Easement Area may, provided any necessary planning approvals are obtained:
- (a) Carry out works in the Easement Area for the purposes of enhancing the Easement Area;
  - (b) Install or erect works of art, street furniture, awnings, tables and chairs associated with ground floor commercial premises, notice boards or any other similar improvements at ground level within the Easement Area; and
  - (c) Use the Easement Area,
- in a manner consistent with Parramatta City Council's Street Activity Policy, or any such policy of the Council that replaces that policy.
- 9 The Council is solely empowered to release this Easement.
- 10 This Easement may only be varied by written agreement between the Council and the owner of the Easement Area.

## Schedule 7 Pedestrian Bridge Easement Terms

### Easement Terms

- 1 The owner of the Pedestrian Bridge Easement Area (**Easement Area**) grants to the Pedestrian Bridge Authority the right to:
  - (a) construct, erect, install and keep within the Easement Area a pedestrian bridge landing, including necessary support infrastructure (**Pedestrian Bridge**);
  - (b) use the Pedestrian Bridge itself or by its servants, agents, workmen, invitees or other persons authorised by the Pedestrian Bridge Authority for the purpose for which it was constructed (which includes the right to pass and repass over the Pedestrian Bridge on foot);
  - (c) inspect, take up, alter, maintain, repair, replace or remove the whole or any part of the Pedestrian Bridge;
  - (d) enter, access and stay on the Easement Area from time to time and at all times with or without vehicles, plant and equipment (including scaffolding) for the above purposes,provided that, in the exercise of the rights granted by this Pedestrian Bridge Easement, the Pedestrian Bridge Authority:
  - (e) assumes all risks and liabilities for activities conducted on and accidents occurring on the Easement Area in relation to the construction and installation works, including all resultant damages and losses suffered or incurred by the owner of the Easement Area and all claims made against the owner of the Easement Area.
  - (f) Obtains and maintains all prudent and usual insurances for all activities conducted on the Easement Area, and provides a copy of such to the owner when requested;
  - (g) releases the owner of the Easement Area, to the full extent allowed at law from any claim, loss or liability arising out of the Council's exercise of its rights or the performance or non-performance of its obligations under the Pedestrian Bridge Easement, except to the extent caused by the act or omission of the owner or its invitees.
- 2 The Pedestrian Bridge Authority is empowered to release this Pedestrian Bridge Easement.
- 3 This Pedestrian Bridge Easement may only be varied by written agreement between the Pedestrian Bridge Authority and the owner of the Pedestrian Bridge Easement Area from time to time.
- 4 The **Pedestrian Bridge Authority** means:
  - (a) the Council; and/or
  - (b) Transport for New South Wales, or any other *prescribed authority* nominated by council (as that term is defined in section 88A of the *Conveyancing Act 1919* (NSW)).
- 5 The Pedestrian Bridge Authority may transfer this Easement to any other prescribed authority, subject to the Owner's consent which must not be unreasonably withheld.

## Schedule 8      Infrastructure Services Delivery Plan



# Infrastructure Services Delivery Plan

## **57 – 83 Church Street Parramatta**

July 2025

Works listed in Schedule 1 of the Planning Agreement between  
the City of Parramatta and Early Street Development Pty Ltd

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## Purpose

The Infrastructure Services Delivery Plan (ISDP) is a document which details the items of work to be delivered by way of a Planning Agreement between Early Street Development Pty Ltd (the Developer) and the City of Parramatta (the Council). Landowner (JQZ Seventeen Pty Ltd) will also be party to the agreement.

The physical and social renewal of the area will be supported by the appropriate provisions of infrastructure necessary to support the existing and new community. The works set out in the ISDP have been designed consistent with previously negotiated Planning Agreement & the new items with this new Planning Agreement.

This ISDP has been prepared to assist in the preparation, negotiation, and implementation of the Planning Agreement. This ISDP includes:

- A more detailed description of the scope of works showing the general location and configuration of works on the site;
- A budget estimate (ex. GST) for the delivery of the item based on the scope of works and/or concept plans referenced; and
- A rationale for the staging of delivery of each item of works based on Development Area/Stage or lot threshold of works. An indication staging plan in Part E identifies the development stages/areas for the works.

In reading this document, the following should be noted:

- The Description of the Works outlines the scope of works proposed to be delivered.
- These cost estimates include allowances for contingency, professions fees, approvals, maintenance and defects liability period.
- All soft and hard landscaping works will be maintained by the Developer for a period no longer than 12 months from the completion of works.
- Maintenance means works to bring an item to a state of reasonable condition and in accordance with relevant standards applicable at the time of construction of the item, including repairing any defects due to use of poor materials or due to poor workmanship, but does not include repairing normal wear and tear, removing graffiti or repairing any item damaged as a consequence of vandalism.
- The estimated budgets are outlined to give an understanding and context to the scope of works proposed. There is nothing to stop the same works being delivered at a reduced cost if efficiencies can be negotiated at tender or through the detailed design stage. Any cost savings achieved by the Developer do not need to be passed on to Council. Conversely any additional costs incurred shall be borne by the Developer.

- For the ISDP items, a scope of works has been defined as a performance specification (i.e. Roads, drainage, utilities etc.).

The following schedules provided in Part A, Part B and Part C of the ISDP detail the scope, budget and staging of all items of works consistent with the submitted Public Benefit Offer. This document and its schedules will form an Annexure to the Planning Agreement. The terms in this document are subject to the more specific terms agreed between the parties under other parts of the Planning Agreement and if there is any inconsistency, the terms of the Planning Agreement (other than this document) prevail. For the avoidance of doubt, this ISDP does not alter or impose any obligations on the Landowner or Developer in addition to those imposed by the Planning Agreement, or affect the interpretation of the Planning Agreement unless a provision of this ISDP is specifically referred to by the Planning Agreement.

Proposed development

Development Application (DA/738/2016) was approved in August 2017 for:

- Demolition of existing buildings, tree removal and consolidation of lots;
- Construction of an 11-storey non-residential building for 275 hotel rooms and associated activities, two residential towers comprising a total of 538 apartments over two levels of retail/commercial podium at the rear of the site and associated landscaping and plaza works on Site 1; and
- Construction of a 10-storey non-residential building front Church Street, and a mixed use tower containing 9 levels of non-residential floor space and 22 storeys comprising 235 apartments at the rear of the site, with associated landscaping and plaza works on Site 2.

The purpose of this Planning Proposal is to:

- i. Increase the Floor Space Ratio control from 7.2:1 to 8.4:1 for land at 83 Church Street, Parramatta (Site 1).
- ii. Increase the Height of Buildings control from 90m to 118m (40 storeys) for land at 63 Church Street, Parramatta (Site 2).
- iii. For Site 1 and 2, switch off the provisions within Clause 7.14 Competitive design process of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (5) Site specific provisions to exempt any future application comprising of alterations and additions from the competitive design process to ensure compliance with the approved winning design excellence competition scheme.
- iv. For Site 1, switch off Clause 7.24 Dual water systems of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (6) to reflect the approval for this site which was granted before dual water systems were mandated.
- v. For Site 1 and 2, amend Clause 7.29 Site specific provisions to revise the non-residential gross floor area requirement from 40% to 25% of total Gross Floor Area.
- vi. To include a clause under Schedule 1 Additional permitted uses to allow residential basement carparking in the E2 Commercial Centre zone on Sites 1 and 2 and development for creative industries on Site 2.

The following table details the expected changes to dwelling yield, residential GFA and non-residential GFA following the finalisation of the Planning Proposal.

	Existing as per Parramatta LEP 2023 (Approved DA/738/2016)		Amendments sought under this Planning Proposal	
Dwelling Yield	479	235	539 (+60 dwellings)	383 (+148 dwellings)
Residential GFA	40,249sqm	18,392sqm	46,259sqm	32,132sqm

			(+6,010sqm)	(+13,740sqm)
<b>Non Residential GFA</b>	22,613sqm	16,503sqm	22,613sqm (no change)	Minimum 3,455sqm (13,048sqm)

**NOTE:**

To facilitate the changes under the Planning Proposal, it is expected that a number of Development Applications, including amended Concept Development Application New Development Applications, section 4.55 modifications, and any variations thereof will be submitted for consideration to the City of Parramatta Council.

## Timing

As the site is subject to the has the benefit of a development consent and a number of items within the Planning Agreement have been retained from the previous Planning Agreement. The development is anticipated to be delivered over 5 years; the timing will be dependent on development consents & market conditions. A high-level staging plan is provided in Part E of this ISDP.

## Planning Agreement Summary Table

No	Item	Public Purpose	Scope	Contribution Value	Timing
1	Council Building 'L'	Community hall, retail & commercial office space with basement car parking	Design and construction of a four storey Community and Cultural Hub; Stratum dedication to Parramatta City Council	\$16,769,200	Prior to the issue of any Occupation Certificate for a residential apartment on Site 2.  Dedication timing detailed in the Planning Agreement.
2	New Park works (Open Space) 'Q'	Open space/ Passive recreation / Community use	Design and construction of 1,953sqm; Land dedication to Parramatta City Council	\$1,650,910	No later than 12 months after the date on which the first Occupation Certificate is issued in respect of Site 2.  Dedication timing detailed in the Planning Agreement.
3	Northern land Footpath "H"	Public access	Design and construction of 1,041sqm; Land dedication to Parramatta City Council	\$901,149	Prior to the issue of any Occupation Certificate for a residential apartment on Site 1.  Dedication timing detailed in the Planning Agreement.
4	Northern Through –	Public access / Passive	Design and construction of 1,600sqm; Easement	\$2,498,339	Prior to the issue of any Occupation Certificate for a



	site link "X"	recreation	in favour of Parramatta City Council for public access		residential apartment for on Site 1.  Easement registration timing detailed in the Planning Agreement.
5	Pedestrian Bridge Easement	Public access	Easement in favour of Parramatta City Council and/or a prescribed authority nominated by the Council		Prior to the issue of any Occupation Certificate for a residential apartment for on Site 1, if so required by Council.
6	Central land Footpath Site 2 Footpath "P"	Public access	Design and construction of 990sqm; Land dedication to Parramatta City Council	\$754,840	Prior to the issue of any Occupation Certificate for a residential apartment on Site 2.  Dedication timing detailed in the Planning Agreement.
7	Central land Thoroughfare Site Through-Site Link "Y"	Public access / Passive recreation	Design and construction of 1,350sqm; Easement in favour of Parramatta City Council for public access	\$1,735,716	Prior to the issue of any Occupation Certificate for a residential apartment for on Site 2.  Easement registration timing detailed in the Planning Agreement.

## Part A: Development Contribution – Carrying Out of Works

The following lists the items of works and a discussion on the scope, budget and staging in order as they appear in Schedule 3 of the Planning Agreement

### 1. Footpath Works and Plaza Works

Public purpose	Roads / Public access / Public Recreation
Development Area/Staging Rationale	Refer to Planning Agreement Summary Table.
Description of Works	<p>Construction of Footpath no less than 1.5m in width along Church Street on Site 1 (Northern Land Parcel Footpath) and Site 2 (Central Land Parcel Footpath).</p> <p>Construction of a Northern Thoroughfare on Site 1 no less than 15m in width.</p> <p>Construction of a Central Thoroughfare on Site 2 no less than 15m in width.</p> <p>The qualitative standard of the design and finishes is to be no less than those described in:</p> <ul style="list-style-type: none"> <li>• The relevant Australian standards;</li> <li>• Any relevant public domain (open space) guidelines, requirements or policies applied by Parramatta City Council from time to time in assessing the adequacy of any improvements proposed for the public domain; and</li> </ul> <p>The design and finishes are to be generally consistent with the indicative impacts contained in the VPA (as per the original VPA).</p>
Core Elements	<p>Works to be delivered include:</p> <ul style="list-style-type: none"> <li>• Stormwater drainage including pits, excavation, backfilling and bedding</li> <li>• Footpaths</li> <li>• Paving</li> <li>• Soft and Hard Landscaping</li> <li>• Services including Smart Poles (where required)</li> <li>• Turf to verge</li> <li>• Handrails, tactiles, and stairs</li> <li>• Benches/ Seating</li> <li>• Traffic signs</li> <li>• Signage, linemarking and wayfinding</li> </ul>



	<ul style="list-style-type: none"> <li>• Public Art</li> <li>• Bins</li> <li>• External Lighting</li> </ul> <p>All works should be design in accordance with site specific DCP and Public Domain Manual.</p>
<b>Estimates Works Value:</b>	The estimated cost for the works listed above is \$5,890,044

## 2. Park Works

<b>Public Purpose:</b>	Public Open Space / Passive recreation / Community use
<b>Development Area/Staging Rationale:</b>	An area of no less than 1,790 sqm on Site 3. Works to be delivered no later than 12 months after the date on which the first Occupation Certificate is issued for a residential apartment on Site 2.
<b>Description of Works:</b>	<p>The Park Works will provide amenity and recreation opportunities for the existing culture and local community.</p> <p>The qualitative standard of the design and finishes is to be no less than those described in:</p> <ul style="list-style-type: none"> <li>- The relevant Australian standards;</li> <li>- Any relevant public domain (open space) guidelines, requirements or policies applied by Parramatta City Council from time to time in assessing the adequacy of any improvements proposed for the public domain; and</li> <li>- The design and finishes are to be generally consistent with the indicative impacts contained in the VPA (as per the original VPA).</li> </ul>
<b>Core Elements:</b>	<p>Works to be delivered include:</p> <ul style="list-style-type: none"> <li>• Soft and hard landscaping</li> <li>• Lighting</li> <li>• Pathways</li> <li>• Paving</li> <li>• Children's play equipment</li> <li>• Outdoor basketball court flooring and equipment</li> <li>• Mature tree planting</li> <li>• Bench seats</li> </ul>

	<ul style="list-style-type: none"> <li>• Bins</li> <li>• Wayfinding signage</li> <li>• External services to park including stormwater drainage, water supply and irrigation system and lighting</li> </ul>
Estimated Works Value:	\$1,650,910
Area:	Approx. 1,790sqm

## Part B: Development Contributions – Monetary Contributions Allocation

### 3. Community and Cultural Hub Building

Public purpose:	Community and Cultural Hub
Development Area/Staging Rationale	The Community and Cultural Hub works are to be delivered prior to the issue of any Occupation Certificate for a residential apartment on Site 2.
Description of Works:	<p>Works: Provision of a new four (4) storey Community and Cultural Hub Building (Building L) with a combined area of 3,218sqm and basement car parking as follows:</p> <ul style="list-style-type: none"> <li>• One ground floor community hall with an area of approximately 555sqm – warm shell fitout;</li> <li>• Two ground level retail tenancies with an area of approximately 131sqm – cold shell fitout;</li> <li>• Levels 1 – 3 commercial office space with cold shell fit out with total area of approximately 2,532sqm of commercial premises - with cold shell fitout; and</li> <li>• 34 car parking spaces within Level 1 of the basement.</li> </ul> <p>Appropriate stratum creation with rights of way and easements as necessary on Site 2 to enable the dedication of Building L and the associated car parking spaces to Parramatta City Council.</p>
Core Elements:	<p>Works to be delivered include:</p> <ul style="list-style-type: none"> <li>• Within the basement: <ul style="list-style-type: none"> <li>○ Drained Basement</li> <li>○ Soldier pile system with shotcrete infill panels and anchors</li> </ul> </li> </ul>

	<p>where required</p> <ul style="list-style-type: none"> <li>○ General services including fire sprinklers, power and lighting, and mechanical ventilation</li> </ul> <ul style="list-style-type: none"> <li>● Within Building L: <ul style="list-style-type: none"> <li>○ Shell and core only with core amenities fully fitted</li> <li>○ Face brick and glazed façade as per provided Plans and Elevations</li> <li>○ Main and typical lobbies fully finished</li> <li>○ Base Building services including all fire and life safety systems, lifts, central main plant and equipment, chillers, cooling towers, boilers, power and hydraulic infrastructure to typical floors perimeters and all risers</li> <li>○ All statutory signage</li> <li>○ Building Maintenance unit</li> </ul> </li> <li>● In addition to the above, the following additional 'warm shell' fitout will be provided for the ground level community hall and will include, but not limited to: <ul style="list-style-type: none"> <li>○ Sprung timber floor;</li> <li>○ Grid ceilings;</li> <li>○ Power, internet and lighting;</li> <li>○ Air conditioning duct and ceiling registers and grilles;</li> <li>○ Fire alarms fit-off;</li> <li>○ Statutory and way finding signage; and</li> <li>○ Base building toilets.</li> </ul> </li> </ul> <p>Specific exclusions are documented within the Quantity Surveyors Report which accompanies this ISDP.</p>
<b>Estimated Works Value:</b>	<b>\$16,769,200</b>

## Part C: Land Dedication and Acquisitions Provisions

A significant amount of Public Land exists within the project site. Much of that land will remain as public land during and after the redevelopment process, while additional public land will also be created. There are three types of land proposed to be dedicated to City of Parramatta after the completion of the works identified in this plan. These are:

- Community Land for use as Parks and Open Space (in accordance with the provisions of the Local Government Act 1993); and
- Operational Land to be used for the Community Hub Building (in accordance with the provisions of the Local Government Act 1993).

1. Associated Costs

**It is important to recognise that the cost estimates do not include any costs associated with the acquisition or dedication of land to Council for the purposes of roads and public open space.**

2. Dedication Timing

**Following the completion of construction and embellishment works in accordance with this ISDP, the Community and Cultural Hub and open space area shall be dedicated to Council as part of the relevant subdivision certificate process for that stage of development. This notably excludes the Northern Thoroughfare on Site 1 and the Central Thoroughfare on Site 2. The specific timing of the dedications are detailed in the Planning Agreement.**

3. Parks and Open Space

**The proposed master plan provides approximately 1,790m<sup>2</sup> of new open space which includes a new park on Site 3. The open space will be dedicated to Council as public reserves in accordance with the timing reflected in this ISDP or at a mutually agreeable time.**

4. Land Remediation

**During the redevelopment process, localised existing areas of contaminated ground may become disturbed. As part of the redevelopment works, contaminated lands will require validation before handover / dedication in line with the relevant provision of the planning agreement.**



## Schedule 9 Summary of requirements (section 7.4)

Subject and subsection of the Act	Planning Agreement
<b>Planning instrument and/or Development Application – Section 7.4(1)</b>  The Landowner has: <ul style="list-style-type: none"> <li>(a) Sought a change to an environmental planning Instrument</li> <li>(b) Made, or propose to make a Development Application</li> <li>(c) Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies</li> </ul>	Yes  Yes  No
<b>Description of the land to which the planning Agreement applies – Section 7.4(3)(a)</b>	Lot 100 DP 1249271- 83 Church Street, Parramatta Lot 102 DP 1249271 – 63 Church Street, Parramatta Lot 15 DP 651039, Lot 16 DP 12623 and Lot 114 DP 129484 – 57 Church Street, Parramatta
<b>Description of the application – Section 7.4(3)(b)</b>	The Proposed Development as described in Clause 1.
<b>The scope, timing and manner of delivery of contribution required by the Planning Agreement – Section 7.4(3)(c)</b>	Clause 7
<b>Applicability of section 7.11 of the Act – Section 7.4(3)(d)</b>	Excluded for the Proposed Development in accordance with clause 9(e)
<b>Applicability of section 7.12 of the Act – Section 7.4(3)(d)</b>	Applies
<b>Applicability of section 7.24 of the Act – Section 7.4(3)(d)</b>	Applies
<b>Mechanism for dispute resolution – Section 7.4(3)(f)</b>	Clause 13
<b>Enforcement of the Planning Agreement – Section 7.4(3)(g)</b>	Clause 14
<b>Registration of the Planning Agreement – Section 7.6</b>	Clause 10
<b>No obligation to grant consent or exercise functions – Section 7.4(9)</b>	Clause 16

Execution Pages

Executed as an agreement

**Executed by Council**

Signed on behalf of City of Parramatta Council (ABN 49 907 174 773) by its authorised delegate pursuant to section 377 of the Local Government Act 1993 in the presence of:



Signature of witness



Signature of authorised delegate



Name of witness



Address of witness



Name of authorised delegate



Position of authorised delegate

**Executed by Landowner / Applicant**

Executed by JQZ Seventeen Pty Ltd  
ACN 657 888 214

in the presence of:

in accordance with section 127(1) of the  
Corporations Act 2001 (Cth):



Signature of witness



Signature of Sole Director / Company Secretary



Name of Witness



Name of Sole Director / Company Secretary



Address of Witness

Execution blocks continue on next 1 page(s)

Execution Pages

**Executed by Developer**

**Executed by Early Street Development  
Pty Limited ACN 666 307 508**

in accordance with section 127(1) of the  
*Corporations Act 2001* (Cth):



Signature of Sole Director / Company Secretary

**JIANQIU ZHANG**


Name of Sole Director / Company Secretary

**Executed by Mortgagee(s)**

By executing this agreement, each mortgagee consents to the registration of this  
dealing, including all schedules and annexures.

**Sky Delta Development IX Limited**

**SIGNED, SEALED AND DELIVERED**  
by **STUART PETER DIXON-SMITH** as  
attorney for **SKY DELTA**  
**DEVELOPMENT IX LIMITED (ARBN**  
**662 773 793)** under Power of Attorney  
(Book 4839 No 389) in the presence of:

Signed by: Digitall Signed by  
 Michelle Wong on  
EDB6BC97E1754CB 23.09.2025 at 5:40PM  
Signature of witness

Michelle Wong

Name of witness (block letters)

1 Farrer Place Sydney

Address of witness (block letters)

**Rodez Breeze Development III  
Limited**

**SIGNED, SEALED AND DELIVERED**  
by **STUART PETER DIXON-SMITH** as  
attorney for **RODEZ BREEZE**  
**DEVELOPMENT III LIMITED (ARBN**  
**662 193 311)** under Power of Attorney  
(Book 4811 No 953) in the presence of:

Signed by: Digitall Signed by  
 Michelle Wong on  
EDB6BC97E1754CB 23.09.2025 at 5:40PM  
Signature of witness

Michelle Wong


Name of witness (block letters)

1 Farrer Place Sydney

Address of witness (block letters)

**Meridien Sky Development III  
Limited**

**SIGNED, SEALED AND DELIVERED**  
by **STUART PETER DIXON-SMITH** as  
attorney for **MERIDIEN SKY**  
**DEVELOPMENT III LIMITED (ARBN**  
**671 964 631)** under Power of Attorney  
(Book 4840 No 273) in the presence of:


Signed by: Digitall Signed by  
 Michelle Wong on  
EDB6BC97E1754CB 23.09.2025 at 5:40PM  
Signature of witness

Michelle Wong


Name of witness (block letters)

1 Farrer Place Sydney


Address of witness (block letters)

Signed by:   
97DD863A31EB45B...  
**STUART PETER DIXON-SMITH**  
By signing this document, the signatory  
states that they have received no notice  
of revocation of their authority to sign

Digitall Signed by  
Stuart Peter Dixon-Smith  
on 23.09.2025 at 2:44PM

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