

50 GST

50.1 In this clause:

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

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

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

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

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

- 50.2 Subject to clause 50.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 50.3 Clause 50.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 50.4 No additional amount is payable by the Council under clause 50.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 50.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 50.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies before issuing Tax Invoices for those Supplies;
- 50.5.2 that any amounts payable by the Parties in accordance with clause 50.2 (as limited by clause 50.4) to each other for those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 50.6 No payment of any amount under this clause 50, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided the recipient with a Tax Invoice or Adjustment Note as the case may be.
- 50.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a Party, must exclude the amount of any Input Tax Credit entitlement of that Party in relation to the relevant cost, expense or other liability.

- 50.8 This clause continues to apply after expiration or termination of this Agreement.

51 Explanatory Note Relating to this Agreement

- 51.1 The Appendix contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.
- 51.2 Under clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Agreement.

Schedule 1

(Clause 1.1)

Land

Title
Lot 2 DP1144667
Lot 1 DP831149
Lot 1 DP831148
Lot 3 DP 246213

Schedule 2

(Clause 1.1)

Development

Development means so much of a mixed use residential development with a dwelling yield of approximately 1,710 dwellings as described in the Concept Plan Application that is on the Land.

Schedule 3

(Clause 1.1)

Development Contributions

Column 1	Column 2	Column 3	Column 4	Column 5
Item	Public purpose	Nature and Extent	Timing	Contribution Value
1. Mont St Quentin Oval and Park	Parks and Open Space	Carrying out of Work as described in the table under the heading '1. Mont St Quentin Oval and Park' in Part A of the ISDP	Work to be completed generally in accordance with the indicative timing for that Work specified in the ISDP and subject to clause 26.	\$4,100,000.00
		Dedication of approximately 5.3ha of land on which the Work is located	Land to be dedicated as soon as practicable after the Work is completed under clause 18.2.	\$3,600,000.00
2. Brigade Park	Parks and Open Space	Carrying out of Work as described in the table under the heading '2. Brigade Park' in Part A of the ISDP	This Work has been completed	\$900,000.00
		Dedication of approximately 1.19ha of	Land to be dedicated as soon as practicable after the	\$1,100,000.00

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		land on which the Work is located	commencement of this Agreement.	
3. Bardia Park	Parks and Open Space	Carrying out of Work as described in the table under the heading '3. Bardia Park' in Part A of the ISDP	This Work has been completed.	\$600,000.00
		Dedication of approximately 0.9ha of land on which the Work is located	Land to be dedicated as soon as practicable after the commencement of this Agreement.	\$340,000.00
4. Memorial Forest Reserve	Parks and Open Space and Drainage	Carrying out of Work as described in the table under the heading '4. Memorial Forest Reserve' in Part A of the ISDP	Part of this Work has been completed. The uncompleted part of the Work to be completed generally in accordance with the indicative timing for that Work specified in the ISDP and subject to clause 26.	\$700,000.00
		Dedication of approximately 3.46ha of land on which the Work is located	Land to be dedicated as soon as practicable after the Work is completed under clause 18.2.	\$1,400,000.00
5. Ingleburn Park	Parks and Open Space	Carrying out of Work as described in the table under the heading '5. Ingleburn Park' in Part A of the ISDP	Work to be completed before the issuing of any Subdivision Certificate that creates a Final Lot immediately adjoining Ingleburn Park to the north or east of that Park.	\$280,000.00
		Dedication of approximately 0.33ha of land on which the Work is located	Land to be dedicated as soon as practicable after the Work is completed under clause 18.2.	\$330,000.00

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6. Maxwell Creek South Oval	Parks and Open Space	Carrying out of Work as described in the table under the heading '6. Maxwell Creek South Oval' in Part A of the ISDP	Work to be completed at a time to be determined by the Developer subject to clause 26.	\$3,700,000.00
		Dedication of approximately 4.8ha if land on which the Work is located	Land to be dedicated as soon as practicable after the Work is completed under clause 18.2.	\$1,700,000.00
7. Southern Corridor	Parks and Open Space	Carrying out of Work as described in the table under the heading '7. Southern Corridor' in Part A of the ISDP	Work to be completed generally in accordance with the indicative timing for that Work specified in the ISDP and subject to clause 26.	\$2,200,000.00
		Dedication of approximately 3.5ha of land on which the Work is located	Land to be dedicated as soon as practicable after the Work is completed under clause 18.2.	\$0
8. Northern Corridor	Parks and Open Space	Carrying out of Work as described in the table under the heading '8. Northern Corridor' in Part A of the ISDP	Work to be completed generally in accordance with the indicative timing for that Work specified in the ISDP and subject to clause 26.	\$900,000.00
		Dedication of approximately 1.95ha of land on which the Work is located	Land to be dedicated as soon as practicable after the Work is completed under clause 18.2.	\$880,000.00
9. Maxwell Creek South Water Quality Facility	Parks and Open Space and	Carrying out of Work as described in the table under the heading '9. Maxwell Creek South Water Quality Facility' in Part A of the ISDP	Work to be completed generally in accordance with the indicative timing for that Work specified in the ISDP and subject to clause 26.	\$1,800,000.00

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	Drainage	Dedication of approximately 8.3ha of land on which the Work is located	Land to be dedicated as soon as practicable after the Work is completed under clause 18.2.	\$2,600,000.00
10. MacDonald Road	Roads and Traffic Facilities	Carrying out of Work as described in the table under the heading '10. <i>Macdonald Road</i> ' in Part A of the ISDP	Work to be completed before the issuing of the Subdivision Certificate that creates the first Final Lot that fronts MacDonal Road	\$9,000,000.00
		Dedication of land on which the Work is located	Land to be dedicated on the registration of the plan of subdivision that creates the first Final Lot that fronts MacDonal Road.	\$1.00
11. Zouch Road	Roads and Traffic Facilities	Carrying out of Work as described in the table under the heading '11. <i>Zouch Road</i> ' in Part A of the ISDP	Work to be completed before the issuing of the Subdivision Certificate that creates lots the subject of Development Consent to Development Application DA1565/2013.	\$600,000.00
		Dedication of land on which the Work is located	Land to be dedicated on or before the registration of the plan of subdivision that creates the lots the subject of Development Consent to Development Application DA1565/2013	\$0
12. Connecting Road to Ingleburn	Roads and Traffic Facilities	Carrying out of Work as described in the table under the heading '12. <i>Connecting Road to Ingleburn</i>	Work to be completed generally in accordance with the indicative timing for that Work specified in	\$100,000.00

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Gardens		Gardens' in Part A of the ISDP	the ISDP and subject to clause 26.	
		Dedication of land on which the Work is located	Land to be dedicated on or before the registration of the plan of subdivision that creates the first Final Lot immediately adjoining the Connecting Road to the west of the Road.	\$0
13. Roads fronting open space	Roads and Traffic Facilities	Carrying out of Work as described in the table under the heading '13. Roads fronting open space' in Part A of the ISDP	Work in respect of an open space to be completed before the issuing of the Subdivision Certificate that creates the first Final Lot that fronts that open space.	\$1,150,000.00
		Dedication of land on which the Work is located	Land to be dedicated on or before the registration of the plan of subdivision that creates the first Final Lot that fronts the relevant open space.	\$0
14. Culvert (South)	Roads and Drainage	Carrying out of Work as described in the table under the heading '14. Culvert (South)' in Part A of the ISDP	Work to be completed before the issuing of the Subdivision Certificate that creates the first Final Lot immediately adjoining the Culvert to the south of the Culvert.	\$900,000.00
		Dedication of land on which the Works are located	Land to be dedicated on or before the registration of the plan of subdivision that creates the first Final Lot immediately adjoining the Culvert to the south of the Culvert.	\$0
15. Culvert	Roads and	Carrying out of Work as described in	Work to be completed before the	\$900,000.00

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(East) on the north/south road near the primary school	Drainage	the table under the heading '15. Culvert (East)' in Part A of the ISDP	issuing of the Subdivision Certificate that creates the first Final Lot immediately adjoining the Culvert to the east of the Culvert.	
		Dedication of land on which the Work is located	Land to be dedicated on or before the registration of the plan of subdivision that creates the first Final Lot immediately adjoining the Culvert to the south of the Culvert.	\$0
16. Culvert (West)	Roads and Drainage	Carrying out of Work as described in the table under the heading '16. Culvert (West)' in Part A of the ISDP	Work to be completed before the issuing of the Subdivision Certificate that creates the first Final Lot immediately adjoining the Culvert to the west of the Culvert.	\$900,000.00
		Dedication of land on which the Work is located	Land to be dedicated on or before the registration of the plan of subdivision that creates the first Final Lot immediately adjoining the Culvert to the south of the Culvert.	\$0
17. Traffic Signals	Roads and Drainage	Installation of traffic signals at the intersection of Arthur Allen Drive and MacDonald Road subject to and in accordance with any relevant approval from Roads and Maritime Services	Work to be completed in accordance with any relevant approval from Roads and Maritime Services	\$300,000.00
18. Child Care Centre	Community facility	Payment of \$550,000.00 in instalments of amounts to be agreed in writing between the Parties towards construction of a child care centre described under the heading '1. Child	Instalments are to be paid at times agreed in writing by the Parties referable to milestones set out in the contract for the construction of the child care centre entered into	\$550,000.00

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		Care Centre' in Part B of the ISDP	by the Council	
Total Contribution Value for Work				\$29,580,000.00
Total Contribution Value:				\$41,530,001.00

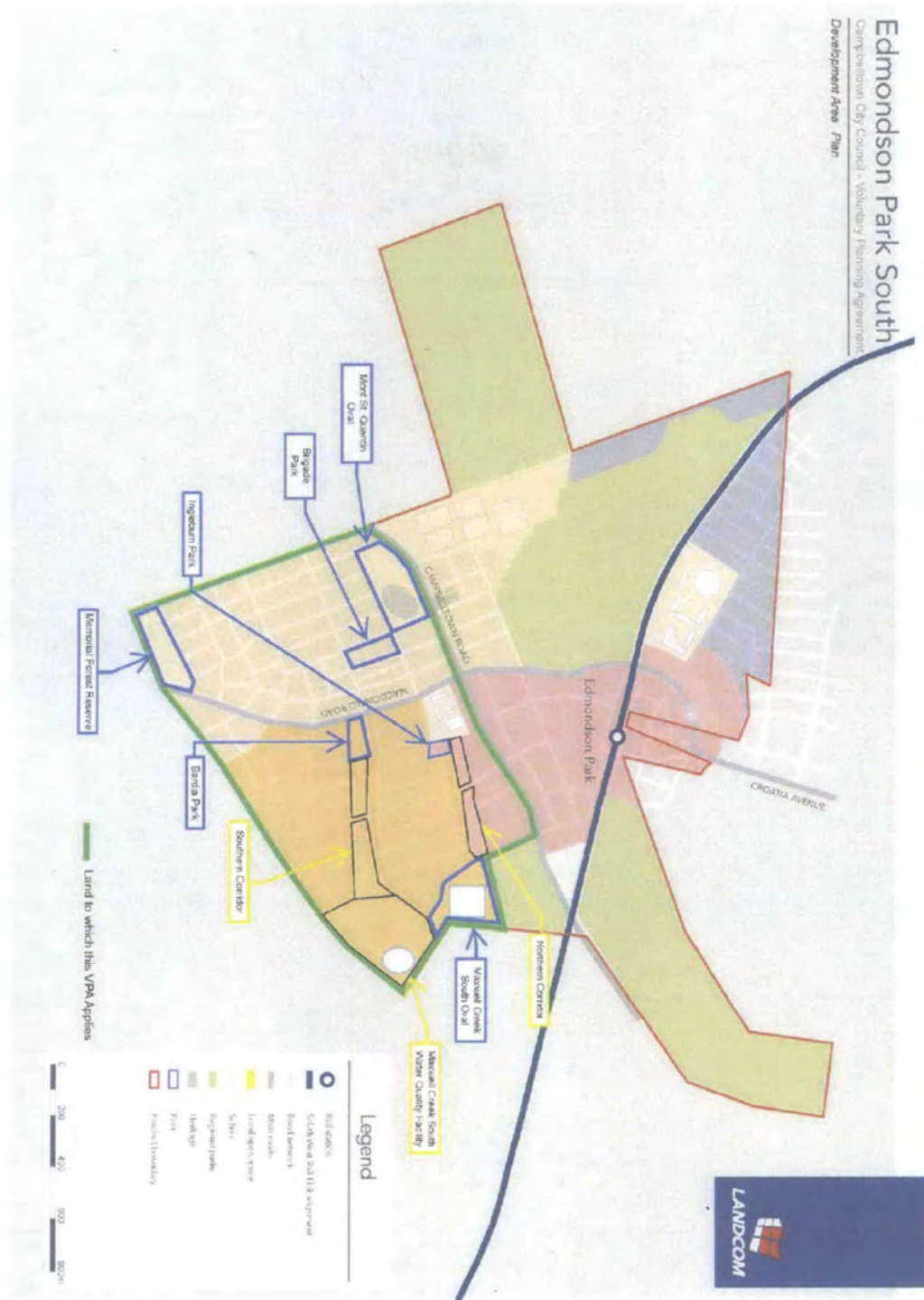
Schedule 4

(Clause 1.1)

Development Area Plan

See next page

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Schedule 5

(Clause 27.5)

Ledger

See the following pages

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Example Voluntary Planning Agreement | Editor: Bardia

Principles

A study of the frequency of contact between children and their parents in the home and in the community.

A University graduate may wish to earn that Bachelor's degree in order to be a Master's candidate. He or she may want to

TABLE 1 - TOTAL YIELD FOR NARDIA AND AVERAGE VALUE OF VPA WORK ITEMS/PER LOT

1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100

Investment Application	Description	No. of data	Data rejected	Data Accepted	No. data approved for investment
Ap 1 (100%)	Apogee (100%) for all 4 windows (200%)	20	0	20 (100%)	20
Apogee 300% (3)	Apogee (300%) for all 4 windows (1200%)	12	1 (8.3%)	11 (91.7%)	11
Apogee 100% (2)	Apogee (100%) for all 4 windows (800%)	8	0	8 (100%)	8
Apogee 200% (2)	Apogee (200%) for all 4 windows (800%)	8	0	8 (100%)	8
Apogee 300% (2)	Apogee (300%) for all 4 windows (1200%)	12	0	12 (100%)	12
Apogee 400% (2)	Apogee (400%) for all 4 windows (1600%)	16	0	16 (100%)	16
Apogee 500% (2)	Apogee (500%) for all 4 windows (2000%)	20	0	20 (100%)	20

TABLE 3 - STATUS OF WORKS

[illegible]

TABLE 4 - STATUS OF LAND

[illegible]

Edmondson Park South Planning Agreement
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Execution

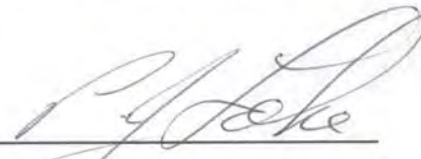
Executed as an Agreement

Dated: 6 July 2015

Executed on behalf of the Council by its General Manager and Mayor by the affixing of the Common Seal of Council in accordance with resolution dated 13 AUGUST 2013.



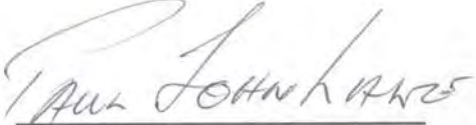
ACTING
General Manager (Signature)



Mayor (Signature)




ACTING
Name of General Manager (Print Name)



Mayor (Print Name)

Executed on behalf of Landcom (t/a UrbanGrowth NSW)

Executed on behalf of Landcom (t/a UrbanGrowth NSW) by me, David Pitchford, Chief Executive, as Delegate of Landcom (t/a UrbanGrowth NSW) and I hereby certify that I have no notice of revocation of such delegation:



David Pitchford /Chief Executive

Name/Position