Cambelltown City Council

Landcom (t/a UrbanGrowth NSW)

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

		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

Cambelltown City Council

	the table under the heading '6. Maxwell Creek South Oval' in Part A of the ISDP	be determined by the Developer subject to clause 26.	43,700,000.00
	land on which the Work is located	practicable after the Work is completed under clause 18.2.	00.000,000.00
	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\$
0+4-	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
277	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

10. MacDonald Road	Drainage Roads and Traffic Facilities	Dedication of approximately 8.3ha of land on which the Work is located Carrying out of Work as described in the table under the heading '10. Macdonald Road' in Part A of the ISDP	Land to be dedicated as soon as practicable after the Work is completed under clause 18.2. Work to be completed before the issuing of the Subdivision Certificate that creates the first Final Lot that fronts MacDonald Road
		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 MacDonald Road.
11. Zouch Road	Roads and Traffic Facilities	Carrying out of Work as described in the table under the heading '11. Zouch Road' 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.
		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
12. Connecting Road to Ingleburn	Roads and Traffic Facilities	Carrying out of Work as described in the table under the heading '12.	Work to be completed generally in accordance with the indicative timing for that Work specified in

Cambelltown City Council

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	

Edmondson Park South Planning Agreement Cambelltown City Council

the table under the heading '15. Culvert (East)' in Part A of the ISDP Final Lot immediately adjoining the Culvert to the east of the Culvert.	Dedication of land on which the Work is located is located subdivision that creates the first Final Lot immediately adjoining the Culvert to the south of the Culvert.	Carrying out of Work as described in the table under the heading '16. Culvert (West)' in Part A of the ISDP Final Lot immediately adjoining the Culvert to the west of the Culvert.	Dedication of land on which the Work is located is located subdivision that creates the first Final Lot immediately adjoining the Culvert to the south of the Culvert.	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	Payment of \$550,000.00 in instalments are to be paid at times instalments of amounts to be agreed in writing between the Parties referrable to milestones set out in the construction of a child care centre the contract for the construction of a child care.
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(East) on the north/south road near the primary school		16. Culvert Roads an (West) Drainage		17. Traffic Roads an Signals Drainage	18. Child Care Communit

Cambelltown City Council

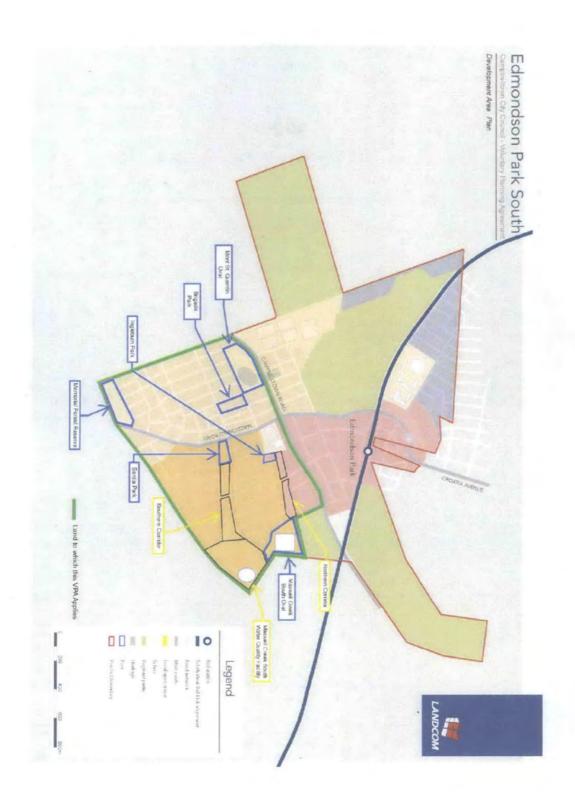
Care Centre' in Part B of the ISDP by the Council Total Contribution Value:

Schedule 4

(Clause 1.1)

Development Area Plan

See next page



Schedule 5

(Clause 27.5)

Ledger

See the following pages

Edmondson Park South Planning Agreement Landcom (t/a UrbanGrowth NSW) Cambelltown City Council

Example Voluntary Planning Agreement Ledger: Bardia

TABLE 1 - TOTAL VIELD FOR BARDIA AND A

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Edmondson Park South Planning Agreement Cambelltown City Council

Landcom (t/a UrbanGrowth NSW)	
Execution	
Executed as an Agreement	
Dated: 6 2019 2015	
Executed on behalf of the Council affixing of the Common Seal of Council in accordance	
Deif 3	1 doke
ACTIN 6 General Manager (Signature)	Mayor (Signature)
XDeit3	TAUL FOHN KANZE.
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 UrbanGrow Executive, as Delegate of Landcom (t/a UrbanGno notice of revocation of such delegation:	
Serie Estefus	
David Pitchford /Chief Executive	

Name/Position