

**Deed Witnessing Voluntary Planning Agreement:  
5-7, 7A and 9 Croydon Street, Lakemba**

**Eloura Holdings Pty Ltd, Samstone Pty Limited, Sam Harb Pty Limited and  
ACN 155 450 865 Pty Ltd**

**and**

**Canterbury-Bankstown City Council**

**Draft 5: 20 August 2019**

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# Voluntary Planning Agreement

## Execution Date

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## Parties

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**Eloura Holdings Pty Ltd** ABN [insert number] of Rear 53-57 Cosgrove Road, South Strathfield, NSW, 2136, **Samstone Pty Limited** ACN [insert number] of [insert address], **Sam Harb Pty Limited** ACN [insert number] of [insert address] and **ACN 155 450 865 Pty Ltd** ACN 155 450 865 of [insert address]

(Developer)

**Canterbury-Bankstown Council** ABN 45 985 891 846 of 66-72 Rickard Road, Bankstown, NSW, 2200.

(Council)

## Background

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- A. The Developer is comprised of entities who have sought changes to the Canterbury LEP 2012 in respect of Height and FSR controls over the Land and who propose to make a Development Application for the development of the Land, the owners of the Land and entities who are associated with the foregoing.
- B. The Land comprises lands at 5-7 Croydon Street, Lakemba being the whole of the land within folio identifiers 1/974686, 2/971844, B/357959 and B/365853; 7A Croydon Street, Lakemba comprising folio identifier A/357959; and 9 Croydon Street, Lakemba comprising folio identifier A1/372287.
- C. The Land is within the Canterbury-Bankstown local government area and the Canterbury Local Environmental Plan 2012 applies to it.
- D. The Developer and the Council have agreed to enter into this Voluntary Planning Agreement (**the VPA**) on or before the lodgement of any such Development Application. Pursuant to the VPA, the Developer shall be required as part of that Development Application to provide a material public benefit by the embellishment of an area of land more particularly identified herein for road purposes (**the Works**) and the dedication thereof to Council in fee simple as public road.

## Agreement

### 1. Operation and Application of this Agreement

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#### 1.1 Application

- (a) This Agreement constitutes a planning agreement within the meaning of section 7.4 of the Act.

## **Voluntary Planning Agreement**

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- (b) This Agreement applies to the Land and is binding on the parties to it and on their respective heirs, successors, transferees and assignees.
- (c) This Agreement takes effect from and binds the parties from the date of this Agreement and will remain in force and effect until the Developer and the Council have each complied with their respective obligations under this Agreement, or the earlier date that this Agreement is terminated.
- (d) This Agreement has effect as a deed.

### **1.2 Capacity**

Each party warrants and represents to the other that this Agreement creates legally binding and valid obligations enforceable against the relevant party in accordance with its terms.

## **2. Works**

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- 2.1 The Developer must carry out the Works and bring them to Practical Completion and Dedicate that portion of the Land identified in the Schedule as Road (**the Dedication Land**) prior to the issue of any Occupation Certificate relating to the Development Consent and in any event prior to the issuance of any plan of consolidation or subdivision of the Land for the Development thereof (save for subdivision pertaining solely to the Dedication of the Dedication Land) in accordance with the requirements set out in the Schedule and as otherwise provided for in this Agreement.
- 2.2 The Developer shall include the Works in any application for the Development of the Land.

## **3. Application of Sections 7.11, 7.12 and 7.24 of the Act to the Development**

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This Agreement does not exclude the application of section 7.11, section 7.12 and section 7.24 of the Act to the Development.

## **4. Enforcement**

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- 4.1 Without limiting any other provision of this Agreement, the parties may enforce this Agreement in any Court of competent jurisdiction.
- 4.2 For the avoidance of doubt, nothing in this Agreement prevents:
  - (a) 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; or
  - (b) 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.

## **5. Registration**

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### **5.1 Ownership of the Land**

The Developer represents and warrants to the Council that the Developer:

- (a) is the owner of the Land and, subject to clause 12 hereof, will remain the owner of the Land until the Works are Practically Complete and the Land referred to in clause 2 above is dedicated to Council;
- (b) has all approvals required to allow the Developer to comply with its obligations under clause 5.2; and

## Voluntary Planning Agreement

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- (c) has done all things necessary to ensure that nothing, including the interests of third parties, prevents the relevant land from being transferred to Council in accordance with the terms hereof.

### 5.2 Registration

- (a) This Agreement must be registered on the title of the Land so that it is binding on and enforceable against all owners of the Land from time to time as if each owner for the time being had entered into this Agreement.
- (b) The Developer must at its Cost take all practical steps reasonably necessary to and must procure:
  - (i) the consent of each person who:
    - (A) has an interest or estate 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; and
  - (ii) the execution of any documents;
  - (iii) the production of the relevant certificates of title; and
  - (iv) the lodgement and registration of this Agreement on the title to the Land within twenty-eight (28) days after the date of this Agreement.
- (c) The Developer acknowledges that the Council is entitled to lodge a caveat on the title to the Land to protect its interests under this Agreement and the Developer agrees not to take any steps (including the issuing of a lapsing notice under Part 7A of the *Real Property Act 1900*) to have any such caveat removed from the title until such time as clause 5.3(a) applies.
- (d) On receipt of a proper tax invoice the Developer will pay the Council's reasonable Costs:
  - (i) to register any caveat pursuant to this clause;
  - (ii) of consenting, as caveator, to registration of any mortgage, lease, plan of consolidation or subdivision, strata plan or other document; and
  - (iii) for any replacement VPA over the Land or a modification of this VPA arising as a result of a sale of the Land.

### 5.3 Release

The Council agrees:

- (a) that upon Practical Completion of the Works and Dedication of that portion of the Land identified in the Schedule as Road the Developer will have fully satisfied and discharged its obligations under this Agreement;
- (b) that upon the Developer having discharged its obligations pursuant to clause 5.3(a) hereof:
  - (i) if so requested by the Developer, the Council will within 28 days thereafter do all things reasonably required at its cost to secure the withdrawal or deletion of the registration of this Agreement from the title to the Land; and

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- (ii) if so requested by the Developer, to provide to the Developer (or such other person authorised to act on its behalf) a letter prepared on Council's letterhead, confirming Council's assessment that the Developer has fully discharged its obligation under this Agreement.

### **6. Land Acquisition (Just Terms) Compensation Act 1991**

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- 6.1 Should the Developer default in the Dedication of the Dedication Land to Council hereunder, the parties agree that the Dedication Land may be compulsorily acquired by Council and the compensation to be paid for that acquisition shall be one dollar (\$1.00).
- 6.2 Clause 6.1 hereof shall function as a compulsory acquisition with consent of owners pursuant to section 30 of the Land Acquisition (Just Terms Compensation) Act.

### **7. Bank Guarantee**

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- 7.1 The Developer must procure and give to the Council a Bank Guarantee with the face value as set out in 26.1(c) of the Schedule at the time of entry into this Agreement as security for the performance in time of its obligations to carry out the Works described in paragraphs 26.1(a) and 26.1(b) of the Schedule.
- 7.2 If the Developer fails to carry out the Works in accordance with the Schedule then, provided it firstly gives the Developer twenty-eight (28) days' notice, the Council may at any time call for payment of money under the said Guarantee and retain that money absolutely to satisfy or reimburse the Council for any liability, loss, cost, charge or expense incurred by the Council because of a failure by the Developer to comply with its obligations under paragraphs 26.1(a) and 26.1(b) of the Schedule.
- 7.3 If the Developer satisfies its obligations for the carrying out of Works as described in the Schedule, the Council must return the Bank Guarantee at its then balance to the Developer.
- 7.4 The Bank Guarantee referred to in this clause must be issued by a major Australian bank approved by the Council and be in terms satisfactory to the Council.

### **8. Step-in Rights**

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- 8.1 In addition to any other security or obligation pursuant to this Agreement, the Developer agrees to allow the Council to step in and remedy any breach by the Developer in carrying out the Works set out in the Schedule and, in that regard, the Developer further agrees to:
  - (a) allow the Council to enter, occupy and use any land owned or controlled by the Developer and any equipment on such land to remedy the breach; and
  - (b) allow the Council to recover its costs of remedying the breach by either/or a combination of calling up and applying the security provided by the Developer to the Council or as a debt due in a Court of competent jurisdiction.

### **9. Insurances and Indemnity**

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- 9.1 The Developer shall at all times during the currency of this Agreement to take out and keep to the satisfaction of the Council the following insurances in relation to work to be carried out under the Schedule:
  - (a) contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees) as specified in paragraph 26.1(d) of the Schedule;

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- (b) public liability insurance for twenty million dollars (\$20m) for a single occurrence to cover the Council, the Developer and any subcontractor of the Developer for liability to any third party;
  - (c) workers compensation insurance as required by law; and
  - (d) any other insurance required by law.
- 9.2 The Developer indemnifies the Council from and against all claims that may be made, sustained, suffered, recovered or made against the Council arising in connection with the carrying out of the Works under the Schedule except if, and to the extent that, the claim arises because of Council's negligence or default.

## 10. Disputes

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- (a) If a party claims a dispute has arisen under this Agreement (**Claimant**) it must give written notice to the other party (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**).
- (b) Within 28 days after receiving a Claim Notice the Respondent must notify the Claimant of its representative to negotiate the dispute.
- (c) The nominated representative must:
  - (i) meet to discuss the matter in good faith within 10 days after service by the Respondent of notice of its representative; and
  - (ii) use reasonable endeavours to resolve the dispute within 15 days after they have met.
- (d) If the dispute is not resolved within 15 days after the representatives have met, either party may give notice calling for determination of the dispute (**Dispute Notice**).
- (e) The parties agree that a dispute shall be mediated if it is the subject of a Dispute Notice, in which case:
  - (i) the parties must agree to the terms of reference of the mediation within 5 business days of the receipt of the Dispute Notice. If there is no agreement, the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Charter) apply;
  - (ii) the Mediator will be agreed between the parties or failing agreement within 5 business days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
  - (iii) the Mediator appointed pursuant to this clause 10(e) must:
    - (A) have reasonable qualifications and practical experience in the area of the dispute; and
    - (B) have no interest or duty which conflicts or may conflict with his function as mediator he being required to fully disclose any such interest or duty before his appointment.
  - (iv) the mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;

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- (v) the parties must within five (5) business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;
- (vi) 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;
- (vii) in relation to costs and expenses:
  - (A) each party will bear their own professional expert costs incurred in connection with the mediation;
  - (B) the costs of the mediator will be shared equally by the parties unless the mediator determines 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.
- (f) If the dispute is not finally resolved either party is at liberty to litigate the dispute.
- (g) Each party must continue to perform its obligations under this Agreement notwithstanding the existence of a dispute.

## 11. Notices

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- (a) Any notice, consent, information, application or request that much or may be given or made to a party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
  - (i) Delivered or posted to that party at its address set out below.
  - (ii) Emailed to that party at its email address set out below.

### **Council**

Attention: The General Manager  
Address: 66-72 Rickard Road  
BANKSTOWN NSW 2200  
Email: council@cbc.city.nsw.gov.au

### **Developer**

Attention: Mr Alex Harb, Development Manager  
Address: Rear 53-57 Cosgrove Road  
SOUTH STRATHFIELD NSW 2136  
Email: info@elouraholdings.com

- (b) If a party gives the other party 3 business days' notice of a change of its address or email address, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or emailed to the latest address or email address.



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- (c) Any notice, consent, information, application or request is to be treated as given or made at the following time:
  - (i) If it is delivered, when it is left at the relevant address.
  - (ii) If it is sent by post, 2 business days after it is posted.
  - (iii) Emailed to that party at its email address set out above.
- (d) If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the party to whom it sent, it is to be treated as having been given or made at the beginning of the next business day.

## 12. Assignment and Dealings

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### Restriction on dealings

- (a) The Developer must not sell, transfer or dispose of the whole the Land or this Agreement unless:
  - (i) the rights of the Council under this Agreement are not diminished or fettered in any way;
  - (ii) the Developer has, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be sold, transferred, mortgaged or charged or the Developer'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
  - (iii) the Council has given written consent to the Developer stating that it reasonably considers that the purchaser, transferee, mortgagee, chargee, assignee or novatee is reasonably capable of performing its obligations under this Agreement; and
  - (iv) the Developer is not in breach of this Agreement; and
  - (v) the Council otherwise consents to the transfer, mortgage, charge, assignment or novation such consent not to be unreasonably withheld; and
  - (vi) the Developer has paid the Council's reasonable Costs in relation to that assignment.
- (b) If the Developer sells, transfers or disposes of the whole or any part of the Land and fully satisfies the requirements of clause 12(a), the Developer will be released from its obligations under this Agreement with respect to the Land being sold, transferred or disposed of.
- (c) **Council's right to assign**

The Council may not assign its rights under this Agreement without the Developer's prior consent, such consent not to be unreasonably withheld.

## 13. Costs

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The developer shall pay the Council's reasonable costs (which shall not exceed \$11,500 insofar as costs prior to entry of this Deed are concerned) of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed. Council's costs incurred prior to entry into this Deed are to be paid before or at the time of entry into this Deed. Costs incurred after entry into this Deed are to

## **Voluntary Planning Agreement**

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be paid within 28 days of issue of an invoice by Council and, in any event, prior to the issuance of any plan of consolidation or subdivision of the Land.

### **14. Entire Agreement**

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

### **15. Further Acts**

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Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

### **16. Governing Law and Jurisdiction**

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This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its Courts and Courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those Courts on any basis.

### **17. Joint and Individual Liability and Benefits**

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Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

### **18. No Fetter**

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

### **19. Representations and Warranties**

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The Parties represent and warrant that they have power 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.

### **20. Severability**

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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 is to be treated as removed from this Agreement but the rest of this Agreement is not affected.

### **21. Modification**

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No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

### **22. Waiver**

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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

## Voluntary Planning Agreement

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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.

### 23. GST

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(a) **Consideration does not include GST**

Any consideration expressed in this Agreement is unless otherwise specified GST exclusive and does not include any amount for, or on account of, GST

(b) **GST Payable**

If any supply under or in connection with this Agreement constitutes a taxable supply made for GST exclusive consideration, the supplier may, subject to issuing a tax invoice, recover from the recipient of the supply an amount on account of the GST payable in respect of that taxable supply (**GST Amount**).

The GST Amount is:

- (i) equal to the value of the supply calculated in accordance with the GST Act multiplied by the applicable GST rate; and
- (ii) payable at the same time and in the same manner as any monetary consideration for the supply concerned but no later than the end of the tax period to which the GST payable on the relevant taxable supply is attributable under the GST Act.

The supplier of a taxable supply made under or in connection with this Agreement must issue a tax invoice for the supply in accordance with the GST Act to the recipient of the supply.

(c) **Reimbursement**

Despite any other provision of this Agreement, any amount payable under or in connection with this Agreement, which is calculated by reference to a cost, expense or amount paid or incurred by a Party, will be reduced by an amount equal to any input tax credit to which that party, or the representative member of a GST Group of which the party is a member, is entitled in respect of that cost, expense or amount.

(d) **Defined GST Terms**

Words and expressions used in this clause 23 have the meaning given to them in the GST Act.

### 24. Definitions and Interpretation

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#### 24.1 Definitions

The terms **Agreement and Deed** are used interchangeably herein in reference to this document.

In this Agreement, unless the context otherwise requires or permits:

**Act** means the *Environmental Planning and Assessment Act 1979*.

**Building Height** has the same meaning as in the LEP.

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

**Deed** means this document, including all Schedules and annexures.

**Dedication Land** means that part of the Land more particularly described hereunder and shown in the plan attached to and forming part of the Schedule hereto in fee simple without limitation as to height or depth being:

- The part of the site along the north western boundary (rear) and south western boundary (side) to accommodate a new laneway connecting Railway Parade and Croydon Street having a maximum width of 8.9m along its [insert] axis.

**Development** means any development (as defined in the Act) of the Land pursuant to a lawful Development Consent.

**Development Consent** means a development consent issued under Part 4 of the Act for the Development but does not include an Exempt Development Consent or any Development Consent granted prior to the date of this Agreement.

**Exempt Development Consent** means a Development Consent issued in respect of the Land pursuant to which approval is granted to carry out development with a Gross Floor Area equating to a Floor Space Ratio no greater than 1.6:1 and/or a Building Height no greater than 18 metres.

**Gross Floor Area** and **Floor Space Ratio** have the same meanings as in the LEP.

**Land** means the land known as 5-9 Croydon Street, Lakemba being land comprised within the following:

- (a) 5-7 Croydon Street, Lakemba – folio identifiers 1/974686, 2/971844, B/357959 and B/365853;
- (b) 7A Croydon Street, Lakemba – folio identifier A/357959; and
- (c) 9 Croydon Street, Lakemba – folio identifier A1/372287.

**LEP** means Canterbury Local Environmental Plan 2012 or any substitute local environmental plan applying to the Land.

**Occupation Certificate** has the same meaning as in section 6.4 of the Act .

**Practical Completion** means when the Works are complete and reasonably capable of being used for their intended purpose hereunder.

**Works** means the works defined in the Schedule save that where the description of the Works is inconsistent with any Development Consent then the description shall be taken to be modified to the extent necessary to be consistent with the Development Consent.

## 25. General Provisions

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### 25.1 Interpretation

In this document, unless the context otherwise requires or permits:

- (a) each of the persons and/or entities referred to as the Developer herein is bound by the terms hereof jointly and severally;
- (b) references to legislation or legislative provisions will include modifying, consolidating or replacing legislation or legislative provisions;

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- (c) references to dollars, "\$" or amounts of money mean that amount in Australian dollars (AUD\$);
- (d) the use of headings are only for convenience and do not affect interpretation and any headings are only included for ease of reference;
- (e) if the day on which any act, matter or thing is to be done under or pursuant to this document is not a business day, that act, matter or thing may be done on the next business day;
- (f) references to a party will include as the context requires the respective executors, administrators, successors and permitted assigns of that party;
- (g) references to a person includes any other entity recognised by Law;
- (h) words denoting the singular number include the plural and vice versa;
- (i) words denoting one gender include each gender;
- (j) every covenant or term applying to or binding more than one person will bind them jointly and each of them severally;
- (k) a term of this document will not be construed against a party because that party was responsible for its drafting or insisted upon its inclusion in this document;
- (l) this document is governed by the law in force in New South Wales. The parties submit to the exclusive jurisdiction of the Courts of New South Wales and any Court that may hear appeals from those Courts in respect of any proceedings in connection with this document;
- (m) references to clauses, subclauses, paragraphs, annexures and schedules are references to clauses, subclauses, paragraphs, annexures and schedules in this document;
- (n) this document may be executed in one or more counterparts and together they will be construed as one document; and
- (o) if this document is a deed it is deemed to be signed sealed and delivered on the execution date.

### 26. Schedule

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#### 26.1 Works

(a) Design Standards

The works shall be designed to the satisfaction of Council.

The following Design Standards are to be used as the basis for the preparation of the engineering designs. It is preferred that options include Council's standard road cross fall 2-3% central pavement, 3-5% road shoulder.

The applicant shall submit full engineering design drawings to Council for approval. This design shall clearly indicate footpath, top of kerb, lip of gutter and road pavement centreline for the full length of the lane. Drainage design shall be included connecting to the existing drainage system at the north western corner of the site.

- The civil infrastructure shall be designed to be contained within the road dedication described in the Schedule.
- The design plan shall provide a plan view (1:100) and associated long section at 1:100 horizontal and 1:10 vertical.
- The design shall indicate road centreline levels, lip of gutter levels, top of kerb levels, finished landscape surface levels and boundary levels.
- The design shall demonstrate connection from Railway Parade to Croydon Street.
- The design shall be in accordance with Council standard design drawings found at <https://www.cbcity.nsw.gov.au/development/planning-control-policies/council-standard-drawings>.
- Street lighting shall be design and installed as per Ausgrid/Council requirements
- The following Design Standards are to be used as the basis for the preparation of the engineering designs: -  
It is preferred that options include Council's standard road cross fall 2-3% central pavement, 3-5% road shoulder.  
Council standard drawings as per website  
AUSTROADS Guide to Road Design  
AS 2890 Parking facilities
- AS 1428 Design Rules for Access by the Disabled
- Australian Rainfall & Runoff - A Guide to Flood Estimation (1998)
- AS 3500.3:2003 Stormwater Drainage

Other works not covered by these specifications and standards are to be designed in accordance with industry best practice methods.

▪  
Council must approve the design prior to construction works taking place.

(b) Construction Standards

Works shall be undertaken in accordance with the Council approved plans and certified and accepted in accordance to Council requirements

(c) Face Value of Bank Guarantee

\$50,000.00

## Voluntary Planning Agreement

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- (d) Insurances

Agreed replacement value for the Works \$725,000.00.

### 26.2 Dedication of Land

- (a) The Dedication of the Land as depicted on the indicative plan attached hereto (and forming part of this Schedule) to Council as a public road including:
  - (i) the clearance of all structures from the Dedication Land and the remediation of same; and
  - (ii) the provision to Council of a site audit statement for the Dedication Land which declares the Land to be free of contamination or, if contamination is found, that the Dedication Land has been remedied to an acceptable standard under the relevant NSW environmental legislation for the undertaking of road works; and
  - (iii) the carrying out of the Works set out in 26.1 above; and
  - (iv) the Dedication of the Dedication Land to Council (in fee simple, without any limitation as to height or depth).

**Voluntary Planning Agreement**

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**Signing Page**

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**Executed as a deed**

**Signed sealed and delivered by Eloura Holdings Pty Ltd ABN [insert number]** in accordance with section 127 of the Corporations Act 2001:

.....  
Signature of director

.....  
Signature of director/secretary

.....  
(Print) Full Name

**Signed sealed and delivered by Samstone Pty Limited ACN [insert number]** in accordance with section 127 of the Corporations Act 2001:

.....  
Signature of director

.....  
Signature of director/secretary

.....  
(Print) Full Name

**Signed sealed and delivered by Sam Harb Pty Limited ACN [insert number]** in accordance with section 127 of the Corporations Act 2001:

.....  
Signature of director

.....  
Signature of director/secretary

.....  
(Print) Full Name

**Signed sealed and delivered by ACN 155 450 865 Pty Ltd ACN 155 450 865** in accordance with section 127 of the Corporations Act 2001:

.....  
Signature of director

.....  
Signature of director/secretary

.....  
(Print) Full Name



**Voluntary Planning Agreement**

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**Signed** for and on behalf of )  
**Canterbury-Bankstown Council** in the )  
presence of: )

.....  
Signature of witness

.....  
Signature of General Manager

.....  
(Print) Full name

.....  
(Print) Full name

