

# Attachment C

**Planning Agreement - Public Benefit Offer - 118-  
130 Epsom Road and 905 South Dowling Street,  
Zetland**

03 November 2021

Mr Graham Jahn  
Director City Planning Development & Transport  
City of Sydney Council  
454 Kent Street  
SYDNEY NSW 2000  
Email: [gjahn@cityofsydney.nsw.gov.au](mailto:gjahn@cityofsydney.nsw.gov.au)

Dear Mr Jahn,

**Offer to enter into a Voluntary Planning Agreement  
Planning Proposal - 118-130 Epsom Rd and 905 South Dowling Street**

Further to discussions with the City of Sydney Council (Council), Karimbla Properties (No.60) Pty Ltd (Proponent/Developer), which is a wholly-owned subsidiary of the Meriton Group, is willing to enter into a Voluntary Planning Agreement (VPA) to support the submitted Planning Proposal (PP) to amend the Height of Building (HoB) standards under the Sydney Local Environmental Plan (SLEP 2012) as it applies to 118-130 Epsom Rd and 905 South Dowling Street, Zetland (Site).

The Site represents one of the last remaining significant development sites in the Green Square Urban Renewal Area with an overall size of almost 2.5ha. The Proponent team has worked closely with Council to develop a proposal to deliver a better-built form, building amenity, dwelling type, urban design and public amenity outcomes for this site than currently permitted under the existing controls. This outcome relies on adjustments to the HoB controls only, and there is no request to modify any other provisions to the SLEP (such as FSR).

In addition to the above positive urban planning outcomes, the Proponent is also willing to enter into a VPA with the Council to support the PP and deliver further public benefits as outlined below:

- Commitment to design and construct all future buildings on the Site so as to be capable of providing a dual reticulation water system for water consumption, generally in accordance with the Council's requirements in the Green Square Town Centre. This commitment exclusively applies to the provision of these systems within future buildings and excludes any commitment to design or deliver the supply of any Non-potable Recycled Water Network that will be delivered, if necessary, and with associated credits, under a future separate VPA to address Clause 6.14 of the SLEP.
- Commitment to provide a minimum of 3,696m<sup>2</sup> of non-residential GFA with the future development of the Site (circa 4% of the permitted GFA) to ensure that there is a genuine provision of retail, childcare and other non-residential services provided within the site to serve the day-to-day needs of the local area within a walkable/accessible location and reduce car dependency.

- Commitment to achieving an energy and water BASIX score of at least 5 points above the target required for a BASIX Certificate for all future residential buildings or residential components of mixed-use buildings, based on the current minimum BASIX requirements for energy and water. This is to ensure that additional water and energy savings provisions are achieved in the event that the new Sustainable Building SEPP does not come into force. Should the new Sustainable Building SEPP proceed as planned (i.e. commence in October 2023), the provisions of the new Sustainable Building SEPP will prevail.
- Commitment that all private residential parking spaces within the future development are capable of being fitted (by a future owner/occupant) with an Electric Vehicle Charger (EVC). This means that adequate electrical and other provisioning will be provided with an electrical outlet for each space for connection of an EVC by the future owner/occupant of that space and specifically excludes the provisions of any charger and associated equipment.

Below sets out some general terms on which the offer is made:

- The commitments are contingent on the Gazettal of the proposed amendments to the LEP made under the PP;
- The offer is exclusive of any future VPA to address the Community Infrastructure requirements set out in Clause 6.14 of the SLEP;
- In terms of security, Meriton Properties Pty Ltd, the parent company, will act as a Guarantor to the Planning Agreement in lieu of any financial security. In terms of additional security, Once the VPA is entered into, it will be binding on the parties and a matter for consideration under Section 4.15 of the Environmental Planning and Assessment Act (EPAA) requiring any future development applications to address the obligations and allowing the consent authority to impose respective conditions which may also limit the ability of a construction and/or occupation certificate for the development.

Based on our discussions, we trust the offer is deemed adequate given the nature of the PP and please advise should you require anything further to progress the matter.

Yours sincerely  
**MERITON GROUP**

**Mr Matthew Lennartz**  
 Executive Manager – Planning and Government