

Deed of Clarification

Planning Agreement - Riverlands Golf Course

Bankstown City Council (ABN 38 380 045 375) (**Council**)

Demian Holdings Pty Limited (ABN 83 082 150 049) & Riverland Estate Pty Limited (ABN 38 103 833 825) (**Developer**)

Marsdens Law Group

Level 1
49 Dumaresq Street
CAMPBELLTOWN NSW 2560

Tel: 02 4626 5077

Fax: 02 4626 4826

DX: 5107 Campbelltown

Ref: 38 1971



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Deed of Clarification Planning Agreement – Riverlands Golf Course

Parties

Council	Name	Bankstown City Council
	Address	Civic Tower 66 – 72 Rickard Road BANKSTOWN, NSW, 2170
	ABN	38 380 045 375
Developer	Name	Demian Holdings Pty Limited
	Address	Level 2 7 Charles Street PARRAMATTA, NSW, 2124
	ABN	83 082 158 049
	Name	Riverland Estate Pty Limited
	Address	Level 2 7 Charles Street PARRAMATTA, NSW, 2124
	ABN	38 103 833 825

Background

- A** The parties have entered into the Planning Agreement.
- B** The parties wish to clarify some of the terms of the Planning Agreement as set out in this document.

Operative Provisions

1 Definitions & Interpretation

1.1 Defined Terms

In this document, words beginning with a capital letter that are defined in Part 1 of **Schedule 1** of the Planning Agreement have the meaning ascribed to them in that schedule unless otherwise defined in Part 1 of **Schedule 1** of this document.

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1.2 Interpretation

The interpretational rules contained in Part 2 of **Schedule 1** of this document are to be applied in the interpretation of this document.

2 Authorisation

The parties acknowledge and agree that this document constitutes an agreement entered into in accordance with clause 4.4 of the Planning Agreement.

3 Clarification

3.1 Definition in Planning Agreement

The Planning Agreement defines the term "*Development Site*" as follows:

"Development Site means that part of the Land subject to Zone E3 as identified in the Planning Proposal - PP_2011_BANKS_001."

3.2 Intention

The parties agree that:

- (1) it was never intended that the Development Site should be defined by reference to an area that was subject to a particular zoning; and
- (2) their intention was to define the Development Site by reference to the land shown as zoned E3 in the Planning Proposal on the date that the Planning Agreement was formed.

3.3 Amendment

- (1) In order to make clear the actual, collective intentions of the parties on the date that the Planning Agreement was formed the parties agree that the definition of the term 'Development Site' is amended to the following:

*"Development Site means that part of the Land shown as edged in heavy black in the plan attached as **Annexure 3**."*

- (2) The Planning Agreement is amended by attaching the plan attached as **Annexure 1** to this document as Annexure 3 to the Planning Agreement.

4 Affirmation

The parties affirm that, subject to the operative terms of this document, the Planning Agreement remains valid and in full effect.

5 Miscellaneous

5.1 Legal Costs

The parties will each bear their own legal costs and disbursements as incurred in the negotiation, preparation and execution of this document.

5.2 Amendment

This document cannot be amended or modified other than pursuant to the prior written agreement of the parties.

5.3 Counterparts

This document can be executed in counterparts and all such counterparts taken together constitute one and the same instrument.

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5.4 Administrative Provisions

- (1) The law in force in the State of New South Wales governs this document.
 - (2) The parties:
 - (a) submit to the exclusive jurisdiction of the courts of New South Wales and all courts empowered to hear appeals from those courts in respect of proceedings in connection with this document; and
 - (b) are barred from seeking to have such proceedings removed from the jurisdiction of New South Wales on the grounds of forum non conveniens.
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Schedule 1 Defined terms and interpretation

Part 1 - Definitions

Planning Agreement	means the document entitled " <i>Planning Agreement – Riverlands Golf Course</i> " entered into between the parties to this document on or about 15 September 2015.
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Part 2- Interpretational Rules

clauses, annexures and schedules	a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this document.
variations or replacements	a document (including this document) includes any variation or replacement of it.
reference to statutes	a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
singular includes plural	the singular includes the plural and vice versa.
person	the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
executors, administrators, successors	a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
dollars	Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia.
calculation of time	if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
reference to a day	a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
accounting terms	an accounting term is a reference to that term as it is used in accounting standards under the <i>Corporations Act 2001</i> (Cth) or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia.
reference to a group of persons	a group of persons or things is a reference to any two or more of them jointly and to each of them individually.
meaning not limited	the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation,

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and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

next day

if an act under this document to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.

next Business Day

if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

time of day

time is a reference to Sydney time.

headings

headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this document.

agreement

a reference to any agreement, deed or instrument includes the same as varied, supplemented, novated or replaced from time to time.

gender

a reference to one gender extends and applies to the other and neuter gender.

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Annexure 1

Annexure 3 to the Planning Agreement Plan of the Development Site

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Execution Page

Executed as a deed

Dated: 10 May 2016

Signed, sealed and delivered by Bankstown City Council by its General Manager pursuant to a delegation from Council and in the presence of:


Witness (Signature)

Heidi Wenham

Name of Witness (Print Name)


General Manager (Signature)

Matthew Stewart

Name of General Manager (Print Name)

Signed, sealed and delivered by Demian Holdings Pty Limited in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors.


Director/Secretary (Signature)

CHARBEL DEMIAN

Name of Director/ Secretary (Print Name)

Director (Signature)

Name of Director (Print Name)

Signed, sealed and delivered by Riverland Estate Pty Limited in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors.

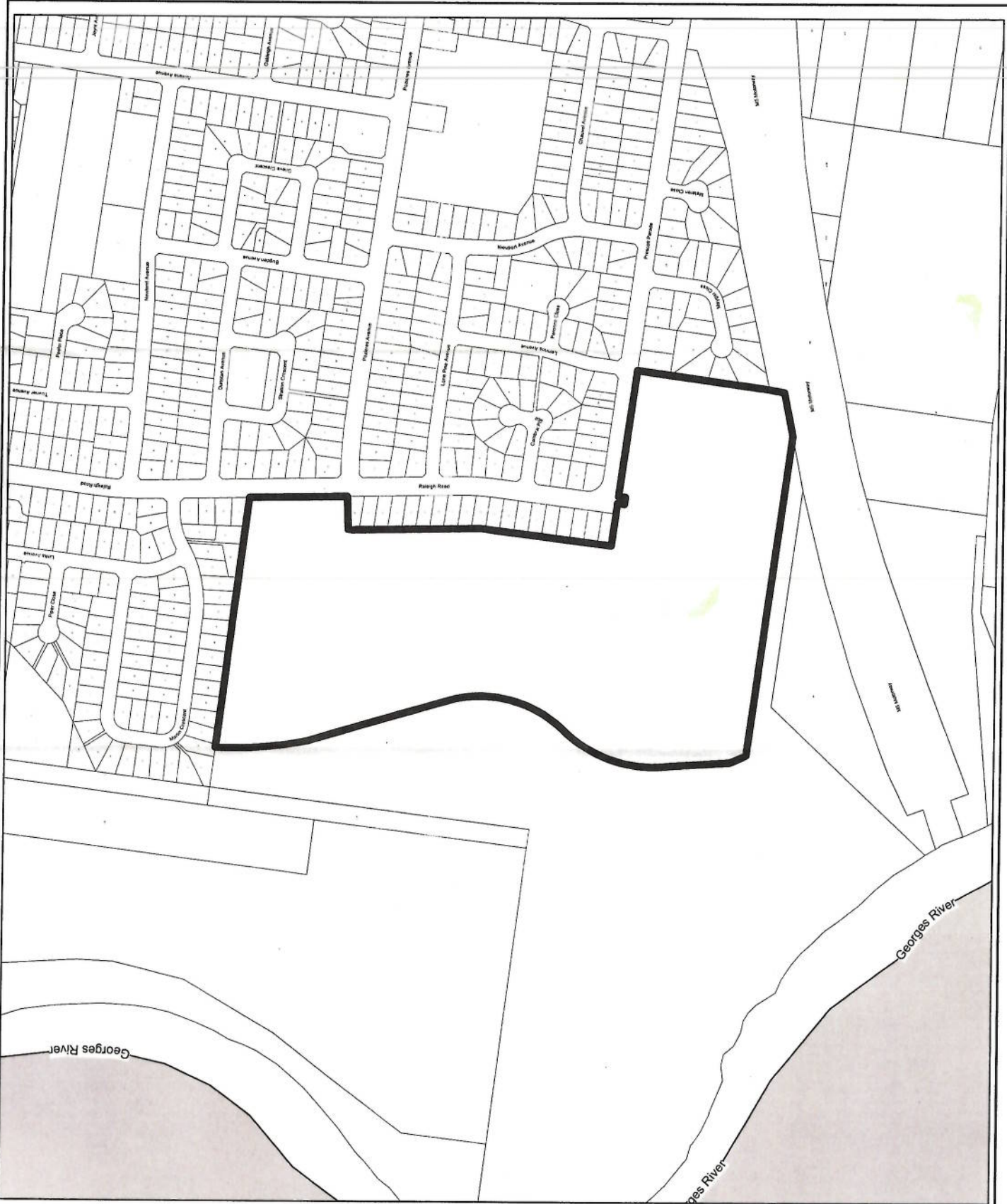

Director/Secretary (Signature)

CHARBEL DEMIAN

Name of Director/ Secretary (Print Name)

Director (Signature)

Name of Director (Print Name)



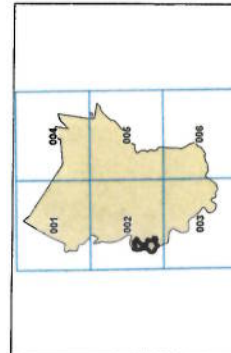
ANNEXURE3 Development Site Map



 Development Site

 Cadastre

 Cadastre 03/06/2015 © Bankstown City Council



Scale 1:4,000 @ A3

Projection: GDA 1984
Zone 56

Map Identification Number

DEVELOPMENT SITE Map

