

# **Planning Agreement under Section 93F of the Environmental Planning & Assessment Act 1979**

**North Sydney Council ABN 32 353 260 317 (Council)**

**St Leonards Property Development Pty Ltd ABN 19 164 708 507  
(Developer)**

**Atchison St Property Development Pty Ltd ABN 86 160 659 218  
(Landowner)**

## Details

**Date** 2015

### Parties

**Name** **St Leonards Property Development Pty Ltd**  
**ABN** 19 164 708 507  
**Description** Developer  
**Notice details** Address Suite 2, 2-4 Giffnock Avenue  
Macquarie Park NSW 2113  
**Attention** Sarkis Nassif

**Name** **Atchison St Property Development Pty Ltd**  
**ABN** 86 160 659 218  
**Description** Landowner  
**Notice details** Address Suite 2, 2-4 Giffnock Avenue  
Macquarie Park NSW 2113  
**Attention** Sarkis Nassif

**Name** **North Sydney Council**  
**ABN** 32 353 260 317  
**Description** Council  
**Notice details** Address 200 Miller Street  
North Sydney NSW 2060  
**Attention** General Manager

## Background

- A St Leonards Property Development Pty Ltd is the developer of the Land.
- B Atchison St Property Development Pty Ltd is the owner of the Land.
- C Concept Approval MP09\_0187 allows for the development of the Land subject to certain conditions.
- D MP09\_0187 MOD 3 allows for the modification of Concept Approval MP09\_0187 subject to certain conditions.
- E The Developer has made a public benefit offer to pay to Council \$3,287,975 in respect of the Development, to be allocated towards public domain improvements and/or open space and/or local services and/or infrastructure works in the St Leonards/Crows Nest precinct west of Willoughby Road.

# Agreement

## 1. and Interpretation

### 1.1 Definitions

In this document unless expressed or implied to the contrary:

**Act** means the *Environmental Planning & Assessment Act 1979* (NSW), as amended.

**Business Day** means Monday to Friday excluding public holidays in New South Wales.

**Concept Approval** means the concept approval MP09\_0187.

**Development** means the construction of a mixed use building on the Land providing for serviced apartments, residential and commercial/retail uses, car parking and a ground floor plaza.

**Development Approval** means modification approval MP09\_0187 MOD 3.

**Development Parties** means the Developer and the Landowner, jointly and severally.

**Land** means the land to which the Development relates being the property known as 6-16 Atchison Street, St Leonards and being Lot 1 in Deposited Plan 716374, Lot 6 in Deposited Plan 703275 and Lot 5 in Section 13 in Deposited Plan 2872.

**LPI** means Land and Property Information NSW or any similar department established from time to time.

**Monetary Contribution** means \$3,287,975 being \$1,025 per additional square metre of gross floor area approved by the Development Approval.

**Notice of Dispute** has the meaning given to that phrase in clause 7 of this Agreement.

**Occupation Certificate** means a certificate referred to in section 109C(1)(c) of the Act, and includes an interim occupation certificate or a final occupation certificate.

**Recipient Party** has the meaning given to that phrase in clause 7 of this Agreement.

**Register** means the Torrens Title register maintained under the *Real Property Act 1900* (NSW).

**Regulation** means the *Environmental Planning and Assessment Regulation 2000* (NSW).

### 1.2 Interpretation

In the interpretation and application of this document, unless the context otherwise requires:

- (a) any reference to the background, or any schedule, attachment or exhibit, is a reference to that thing which is part of this document
- (b) in calculating any period of time commencing from a particular day, the period commences on the following day and the following day counts as part of that period
- (c) where an expression, word or phrase is given a particular meaning, then other parts of speech based on that expression, word or phrase and other grammatical forms of that expression, word or phrase, have corresponding meanings
- (d) the rule of interpretation which sometimes requires that a document be interpreted to the disadvantage of the party which put the document forward, does not apply
- (e) a reference to this document or any other agreement, arrangement or document, includes any variation, novation, supplementation or replacement of them
- (f) where an expression is defined anywhere in this document, it has the same meaning throughout
- (g) a reference to any gender includes all genders
- (h) headings are for convenience of reference only and do not affect interpretation
- (i) a mention of anything after include, includes or including, does not limit what else might be included
- (j) if an example is given of anything, including an example of a right, obligation or concept, the example does not limit the scope of that thing
- (k) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and also any subordinate legislation issued under, that legislation or legislative provision
- (l) a reference to dollars or \$ is to an amount in Australian currency
- (m) the singular includes the plural and vice versa
- (n) a reference to any party to this document or to any other document or arrangement, includes that party's legal personal representatives, substitutes (including, without limitation, any person taking by novation), successors and permitted assigns
- (o) a reference to a person includes a body corporate, partnership, joint venture, incorporated or unincorporated association, authority, state, government, or government or quasi-government body
- (p) a reference to anything (including any amount) is a reference to the whole or any part of it (except that nothing in this provision excuses a party from performing the whole of an obligation just because they have performed part of the obligation)

- (q) an agreement, undertaking, representation or warranty by or in favour of two or more persons, binds or is for the benefit of all of them jointly and each of them individually.

## **2. Application of Agreement**

This Agreement applies to the Land and the Development.

## **3. Operation of the Agreement**

This Agreement only operates if the Agreement is entered into in accordance with clause 25C(1) of the Regulation.

## **4. Sections 93F, 94, 94A and 94EF of the Act**

### **4.1 Planning Agreement**

Council and the Development Parties agree that this Agreement is made as a Planning Agreement pursuant to section 93F of the Act.

### **4.2 Offer by the Developer**

It is acknowledged and agreed that this Agreement is in the terms of a public benefit offer made by the Developer in connection with the application made for the Development Approval.

### **4.3 No Fettering**

This Agreement does not fetter or restrict the power or discretion of Council, including to grant any development consent or to exercise any function under the Act in relation to a change to an environmental planning instrument.

### **4.4 Application of sections 94, 94A and 94EF of the Act**

- (a) This Agreement does not exclude the application of section 94, section 94A and section 94EF of the Act from the Development.
- (b) The benefits under this Agreement are not to be taken into account in determining a development contribution under section 94.

## **5. Specific obligations of the Development Parties**

### **5.1 Payment of Monetary Contribution by Developer**

- (a) The Developer must pay Council the Monetary Contribution prior to the issue of the first Occupation Certificate relating to the Development.
- (b) The Monetary Contribution is payable in addition to any other payments imposed by the Concept Approval or the Development Approval, including Condition B11 (Section 94 Contributions) and B5 (affordable housing).

### **5.2 Public Purpose**

The Monetary Contribution is required for the funding of any of the following within the St Leonards / Crows Nest precinct west of Willoughby Road:

- (a) public domain improvements; and / or
- (b) open space; and / or
- (c) local services; and / or
- (d) infrastructure

as determined by the General Manager of Council from time to time and Council will, in accordance with the Act, apply the Monetary Contribution for any of those purposes.

## **6. Registration of Agreement**

### **6.1 Registration**

- (a) The Landowner represents and warrants that, at the time of executing this Agreement, it is the registered proprietor of the Land.
- (b) The Landowner agrees that this Agreement will be registered on the Land and upon registration will be enforceable and binding on the registered proprietor of the Land, and the Landowner accepts and agrees that all obligations of the Developer under this Agreement will be obligations to be satisfied by the Developer and Landowner together.
- (c) The Landowner agrees that it will procure the registration of this Agreement, under the *Real Property Act 1900* (NSW) in the relevant folios of the Register for the Land in accordance with s93H of the Act.
- (d) The Landowner at its own expense will, promptly after this Agreement comes into operation, take all practical steps, and otherwise do anything that the Council reasonably requires, to procure:
  - (i) the consent of each person who:
    - (A) has an estate or interest in the Land; or
    - (B) is seized or possessed of an estate or interest in the Land; and
  - (ii) the execution of any documents; and
  - (iii) the production of the relevant duplicate certificates of title,to enable the registration of this Agreement in accordance with clause 6.1(c).
- (e) The Landowner, at its own expense, will take all practical steps, and otherwise do anything that the Council reasonably requires:
  - (i) to procure the lodgement of this Agreement with the Registrar-General as soon as reasonably practicable after this Agreement is executed; and
  - (ii) to procure the registration of this Agreement by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this Agreement is lodged for registration.

- (f) The Council will at the Developer's and the Landowner's cost provide a release and discharge of this Agreement so that it may be removed from the folios of the Register for the Land (or any part of it) provided the Council is satisfied the Developer and the Landowner have duly fulfilled their obligations under this Agreement and is not otherwise in default of any of the obligations under this Agreement.

## 6.2 Removal of registration

The Council agrees that it will, at the Landowner's cost, execute the relevant forms as provided by the Landowner, to remove the registration of this Agreement from the Register on payment of the Monetary Contribution.

## 6.3 Caveat

- (a) The Landowner acknowledges and agrees that:
  - (i) when this Agreement is executed, Council is deemed to have acquired, and the Landowner is deemed to have granted, an equitable estate and interest in each relevant parcel of the Land for the purposes of section 74F(1) of the *Real Property Act 1900* (NSW) and consequently Council has sufficient interest in the Land in respect of which to lodge a caveat over the Land notifying that interest; and
  - (ii) it will not object to Council lodging a caveat in the relevant folios of the Register held by the LPI for the Land nor will it seek to remove any caveat lodged by Council provided the caveat does not prevent registration of any dealing or plan other than a transfer.
- (b) Council must lodge a withdrawal of any caveat in respect of the Land at the same time as the Landowner lodges this Agreement for registration under clause 6.1 so that the withdrawal of the caveat will take effect on the registration of this Agreement.
- (c) If the Land is transferred in accordance with clause 9.8(c), Council must within 10 Business Days of the Landowner giving notice to Council, provide to the Landowner either a consent to register a transfer to the third party or a withdrawal of caveat to permit registration of the transfer.

## 7. Dispute resolution

- (a) If a dispute between Council and the Development Parties arises out of or in any way connected with this Agreement, then either party may deliver by hand or send by certified mail to the other party a notice of dispute (**Notice of Dispute**) which must:
  - (i) identify and provide adequate details of the dispute so as to enable the other party to fully understand the nature of the dispute; and
  - (ii) designate, as a party's representative in negotiations, a person with authority to settle the dispute.
- (b) Within 10 Business Days after a party receives a Notice of Dispute under this clause (**Recipient Party**) it must give a notice to the other party designating

the Recipient Party's representative who will have authority to settle the dispute.

- (c) The designated representatives under paragraph (a)(ii) and (b) will have 20 Business Days from the date all representatives are confirmed within which to negotiate a resolution of the dispute.
- (d) The parties will ensure that the designated representatives use their best endeavours to settle the dispute by negotiation within that period.
- (e) In the event that the persons negotiating pursuant to paragraph (c) cannot resolve the dispute within the 20 Business Days of referral, either party may give notice of particulars of such dispute to the other party and require that such dispute be resolved by an expert acceptable to both parties.
- (f) If the parties are unable to agree on an expert within 10 Business Days of the date of such Notice of Dispute, either party may require the President for the time being of the Institute of Arbitrators and Mediators in Australia (New South Wales Chapter) nominate an appropriate person or persons (having regard to the matters the subject of dispute) to determine the matters under dispute and the parties agree to accept as expert the person so nominated.
- (g) When an expert is agreed or nominated the parties must submit to the arbitration of the dispute in accordance with and subject to The Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Arbitrations.
- (h) The parties agree that the determination of an expert under this clause 7 shall be final and binding upon the parties unless:
  - (i) within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
  - (ii) the determination is in respect of, or relates to, termination or purported termination of this Agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

## **8. Enforcement and Security**

### **8.1 Guarantee by Landowner**

The Landowner guarantees to Council:

- (a) the due payment of the Monetary Contribution in accordance with this Agreement and
- (b) the punctual performance and observance of the express or implied obligations of the Developer under this Agreement.

### **8.2 Indemnity by Landowner**

The Landowner indemnifies Council against all damages, costs, demands or claims that the Council may incur for any reason where:



- (a) the Developer does not pay the Monetary Contribution in accordance with this Agreement or
- (b) the Developer does not perform or observe any of the express or implied obligations of the Developer under this Agreement.

### **8.3 Restriction on the Issue of Certificates**

For the purposes of section 109H(2) of the Act, the obligation to pay the Monetary Contribution under clause 5.1 must be satisfied prior to the issue of any Occupation Certificate for the Development or any part of the Development.

### **8.4 Enforcement by any party**

- (a) Without limiting any other remedies available to the parties and subject to clause 7, this Agreement may be enforced by any party in any court of competent jurisdiction.
- (b) Subject to clause 7:
  - (i) a party may bring proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; and
  - (ii) the Council may exercise 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.

## **9. General**

### **9.1 Amendment**

This document may only be varied or replaced by a document duly executed by the parties.

### **9.2 Entire Understanding**

This document contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this document and have no effect.

### **9.3 Further Assurance**

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this document.

### **9.4 Legal Costs and Expenses**

- (a) The Developer must pay Council's reasonable legal costs up to a maximum of \$5,000 plus GST in relation to the preparation, negotiation and execution of this document, within 10 Business Days after receipt of a tax invoice from Council as to the amount of those costs.

- (b) The Developer and the Landowner must pay or reimburse Council all costs incurred in connection with:
  - (i) advertising and exhibition of this Agreement in accordance with the Act, and
  - (ii) any other costs required to be paid by the Developer or the Landowner under this Agreement,within 10 Business Days after receipt of a tax invoice from Council as to the amount of those costs.

## **9.5 Stamp Duty**

The Development Parties must pay any stamp duty (including all fines and penalties except those arising from the default of another party) on this document and any document executed under it.

## **9.6 Waiver and Exercise of Rights**

- (a) The Parties may waive a right relating to this Agreement. Such a waiver is only effective:
  - (i) if it is in writing; and
  - (ii) in relation to the particular obligation or breach in respect of which it is given.
- (b) A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (c) No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

## **9.7 Rule of Construction**

In the interpretation of this document, no rule of construction applies to the disadvantage of the party preparing the document on the basis that it put forward this document or any part of it.

## **9.8 Assignment, Novation and Dealings**

- (a) A Party must not assign, novate or deal with any right under this document without the prior written consent of the other Party.
- (b) Council must not unreasonably withhold consent under this clause provided that the granting of consent is subject to Council complying with its statutory obligations.
- (c) The Landowner must not:
  - (i) sell, transfer, delegate, assign, licence; or

- (ii) mortgage, charge or otherwise encumber any right under this document

to any person (**Proposed Transferee**), or permit a Proposed Transferee to assume any obligation under this document without the prior written consent of Council. The Landowner must pay all reasonable fees and expenses (including legal fees) incurred by the Council in connection with the proposed assignment, novation or dealing and the investigation of the Proposed Transferee, whether or not consent is granted.

- (d) Any purported dealing in breach of this clause is of no effect.

## **9.9 Service of Notice**

- (a) A notice or other communication required or permitted, under this document, to be served on a person must be in writing and may be served:
  - (i) personally on the person;
  - (ii) by leaving it at the person's current address for service;
  - (iii) by posting it by prepaid post addressed to that person at the person's current address for service; or
  - (iv) by facsimile to the person's current number for service.
- (b) Any party may change the address or facsimile number for service by giving notice to the other parties.
- (c) If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

## **9.10 Time of Service**

A notice or other communication is deemed served:

- (a) if served personally or left at the person's address, upon service;
- (b) if posted within Australia to an Australian address, two (2) Business Days after posting and in any other case, seven Business Days after posting;
- (c) if served by facsimile, subject to paragraph (d), at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- (d) if received after 6.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

## **9.11 Governing Law and Jurisdiction**

This document is governed by and is to be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives any right to object to proceedings being brought in those courts.

## **9.12 Goods and Services Tax**

- (a) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.
- (b) The parties intend that Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed, and that no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.
- (c) If, despite clause 9.12(b), GST is imposed on any supply made under or in accordance with this Agreement, the Developer must pay the GST or pay to the Council an amount equal to the GST payable on or for the taxable supply, which is appropriate in the circumstances, in which event Council must issue a tax invoice for the GST payable.

# Schedule 1

## Section 93F Requirements

SUBJECT and SUB-SECTION OF THE ACT	THIS AGREEMENT
<p><b>Planning instrument and or Application – (Section 93F(1))</b></p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or proposes to make, a development application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) No</p> <p>(b) Yes</p> <p>(c) No</p>
<p><b>Description of the land to which this document applies- (Section 93F(3)(a))</b></p>	<p>The whole of the Land, see clause 1.1</p>
<p><b>Description of the development to which this document applies- (Section 93F(3)(b)(ii))</b></p>	<p>The proposed Development on the Land, see clause 1.1</p>
<p><b>The scope, timing and manner of delivery of Development Contributions required by this document - (Section 93F(3)(c))</b></p>	<p>See clause 5</p>
<p><b>Applicability of Section 94 of the Act - (Section 93F(3)(d))</b></p>	<p>The application of section 94 of the Act is not excluded. See clause 4.4.</p>
<p><b>Applicability of Section 94A of the Act - (Section 93F(3)(d))</b></p>	<p>The application of section 94A of the Act is not excluded. See clause 4.4.</p>
<p><b>Applicability of Section 94EF of the Act - (Section 93F(3)(d))</b></p>	<p>The application of section 94EF of the Act is not excluded. See clause 4.4.</p>
<p><b>Applicability of Section 93F(3)(e) of the Act</b></p>	<p>Applicable. The public benefits under this Agreement are not to be taken into consideration by Council. See clause 4.4.</p>
<p><b>Mechanism for Dispute resolution - (Section 93F(3)(f))</b></p>	<p>See clause 7</p>

SUBJECT and SUB-SECTION OF THE ACT	THIS AGREEMENT
<b>Enforcement of this document -</b> (Section 93F(3)(g))	See clause <b>Error! Reference source not found.</b>
<b>Registration of this document</b> (Section 93H)	6
<b>No obligation to grant consent or exercise functions -</b> (Section 93F(9))	No obligation. See clause 4.3

## Schedule 2

### Explanatory Note

#### Exhibition of draft Voluntary Planning Agreement

6-16 Atchison Street, St Leonards

#### Environmental Planning and Assessment Regulation 2000

(Clause 25E)

### Explanatory Note

#### Planning Agreement

The purpose of this Explanatory Note is to provide a plain English Summary to support the notification of a draft Voluntary Planning Agreement (“**the Planning Agreement**”) under Section 93F of the *Environmental Planning and Assessment Act 1979* (“**the Act**”).

The Planning Agreement will require the provision of a monetary contribution towards the provision of public domain improvements, open space, local services and / or infrastructure in the St Leonards and Crows Nest precinct west of Willoughby Road. The Planning Agreement is offered in relation to proposed development at 6-16 Atchison Street, St Leonards.

This Explanatory Note has been prepared jointly between the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000* (“**the Regulations**”).

This Explanatory Note is not to be used to assist in construing the Planning Agreement.

#### Parties

St Leonards Property Development Pty Ltd (“**the Developer**”) and Atchison St Property Development Pty Ltd (“**the Landowner**”) made an offer to North Sydney Council (“**the Council**”) to enter into a Voluntary Planning Agreement, in connection with proposed development relating to the subject land.

#### Description of subject land

The land to which the Planning Agreement applies is described as the property known as 6-16 Atchison Street, St Leonards and being Lot 1 in Deposited Plan 716374, Lot 6 in Deposited Plan 703275 and Lot 5 in Section 13 in Deposited Plan 2872 (“**the Land**”).

#### Description of the Development to which the Planning Agreement applies

The development to which the Planning Agreement applies is the development approved under Concept Approval MP09\_0187 as modified by MP09\_0187 MOD 3, being the construction of a mixed use building on the Land providing for serviced apartments,

residential and commercial/retail uses, car parking and a ground floor plaza (“the Development”).

## **Summary of Objectives, Nature and Effect of the Planning Agreement**

The Planning Agreement requires a monetary contribution in the amount of \$3,287,975.00 to Council as a contribution towards any of the following public purposes within the St Leonards / Crows Nest precinct west of Willoughby Road: public domain improvements, open space, local services and / or infrastructure, as determined by the General Manager of Council from time to time. The Council will, in accordance with the *Environmental Planning and Assessment Act 1979*, apply the Monetary Contribution for any of those purposes.

## **Assessment of the Merits of the Planning Agreement**

### **How the Planning Agreement Promotes the Objects of the Act and the public interest**

By requiring contributions towards public infrastructure and services, including public open space, the draft Planning Agreement promotes the following objectives of the *Environmental Planning and Assessment Act 1979*:

- (i) the proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forests, minerals, water, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment,
- (ii) the promotion and co-ordination of the orderly and economic use and development of land,
- (iii) the provision of land for public purposes,
- (iv) the provision and co-ordination of community services and facilities.

The draft Planning Agreement promotes the public interest by providing public open space and / or public domain improvements that will benefit existing and future residents and workers in the St Leonards / Crows Nest area.

### **The Planning Purposes served by the Planning Agreement**

The Planning Agreement facilitates the implementation of the *St Leonards / Crows Nest Planning Study – Precinct 1* and provides for contributions by the Developer towards public amenities and services that will be needed by current and future residents.

### **How the Planning Agreement promotes the objectives of the Local Government Act 1993 and the elements of the Council’s Charter**

The Planning Agreement is consistent with the following purposes of the *Local Government Act 1993*:

- to give councils the ability to provide goods, services and facilities, and to carry out activities, appropriate to the current and future needs of local communities and the wider public;



- to give councils a role in the management, improvement and development of the resources of their areas.

The Planning Agreement promotes the following element of the Council's Charter:

- to provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively.

This element of the Council's Charter is promoted through the raising of funds through the proposed monetary contribution so as to provide for public infrastructure, amenities and services.

### **Whether the Planning Agreement Conforms with the Council's Capital Works Program**

The Planning Agreement offers contributions that will enable the Council to provide public infrastructure, amenities and services, the need for which will be created by the Development. The monetary contribution provided under the Planning Agreement will be in addition to section 94 contributions and will assist the Council in implementing its Capital Works Program.

### **Whether the Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued**

The Planning Agreement requires the payment of the monetary contribution prior to the issue of an Occupation Certificate relating to the Development.

# Signing Page

**Executed** as an Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2015

Signed by **Atchison St Property Development Pty Limited** under s.127(1) of the *Corporations Act 2001*

\_\_\_\_\_  
sign  
**Sole Director/Sole Secretary**

\_\_\_\_\_  
office (director)  
**Sarkis Nassif**

\_\_\_\_\_  
full name

Signed by **St Leonards Property Development Pty Limited** under s.127(1) of the *Corporations Act 2001*

\_\_\_\_\_  
sign  
**Sole Director/Sole Secretary**

\_\_\_\_\_  
office (director)  
**Sarkis Nassif**

\_\_\_\_\_  
full name

**Signed** for and on behalf of **North Sydney Council** ABN 32 353 260 317 by  
its duly authorised delegate, in accordance with a resolution of the Council passed at a meeting held on [insert date] in the presence of: )  
)  
)  
)  
)  
)  
)  
)

.....  
Signature of Witness

.....  
Signature of Authorised Delegate

.....  
Print name of Witness