

Schedule 8 Schedule D8

SCHEDULE D8. – SUBDIVISION REQUIREMENTS

(Clause [REDACTED] and Schedule A2)

1. DEFINITIONS

In this Schedule D8:

Lot Owner has the meaning given to the term "Owner" in the Draft BMS.

Metro Operational Impact has the meaning given in the Draft BMS.

Stratum Subdivision Proposal means a proposal by the WL Developer in respect of the creation by Subdivision of stratum lots from the MQD Lot or any part of the MQD Lot which must:

- (a) outline and provide reasonable details of the proposed number and configuration of the Social Housing Lot (if applicable), the relevant Non-Residential Stratum Lots and the relevant Residential Stratum Lots;
- (b) attach full copies of all proposed Subdivision Documents that the WL Developer intends to be registered as part of the proposed Subdivision; and
- (c) attach a certificate from the Surveyor addressed to the Principal's Representative confirming that the proposed Subdivision Documents accord with the CSSI Approval, the Detailed SSD Consent, the Subdivision Principles and otherwise comply with this deed.

Subdivision Document means any building management statement, strata management statement, development contract, by-laws, community association or owners corporation documents, or other instrument creating rights, obligations, interests, easements, covenants or restrictions under the Subdivision Legislation, including:

- (a) the Draft Stratum Subdivision Plan;
- (b) the Draft Subsequent Section 88B Instrument and the instrument which is set out in Annexure B to Schedule D9 (Subdivision Principles);

- [REDACTED]
- (d) without limiting paragraph (c) of this definition, interests creating the O&M Land Interests and other interests in land created in accordance with this deed,

as prepared, amended and updated in accordance with this Schedule D8.

Subdivision Legislation has the meaning given in the Station Delivery Deed.

Titling Paper means the Titling Paper attached as Annexure A to this Schedule D8.

2. SUBDIVISION REQUIREMENTS

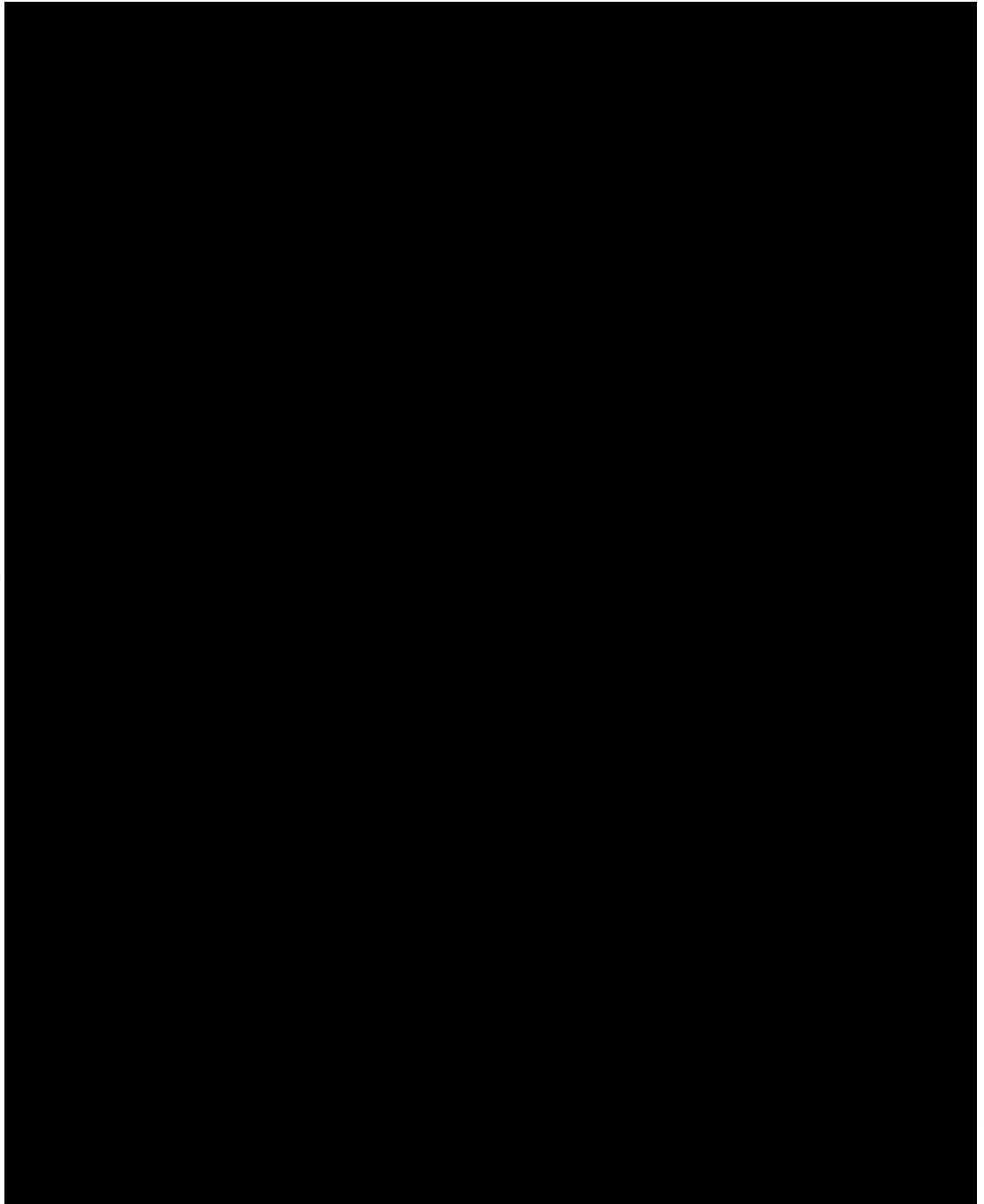
- (a) **(Procure subdivision)** Subject to clause 2(b) of this Schedule D8:
 - (i) the WL Developer must [REDACTED] procure the Subdivision of the MQD Lot to create the Social Housing Lot on or

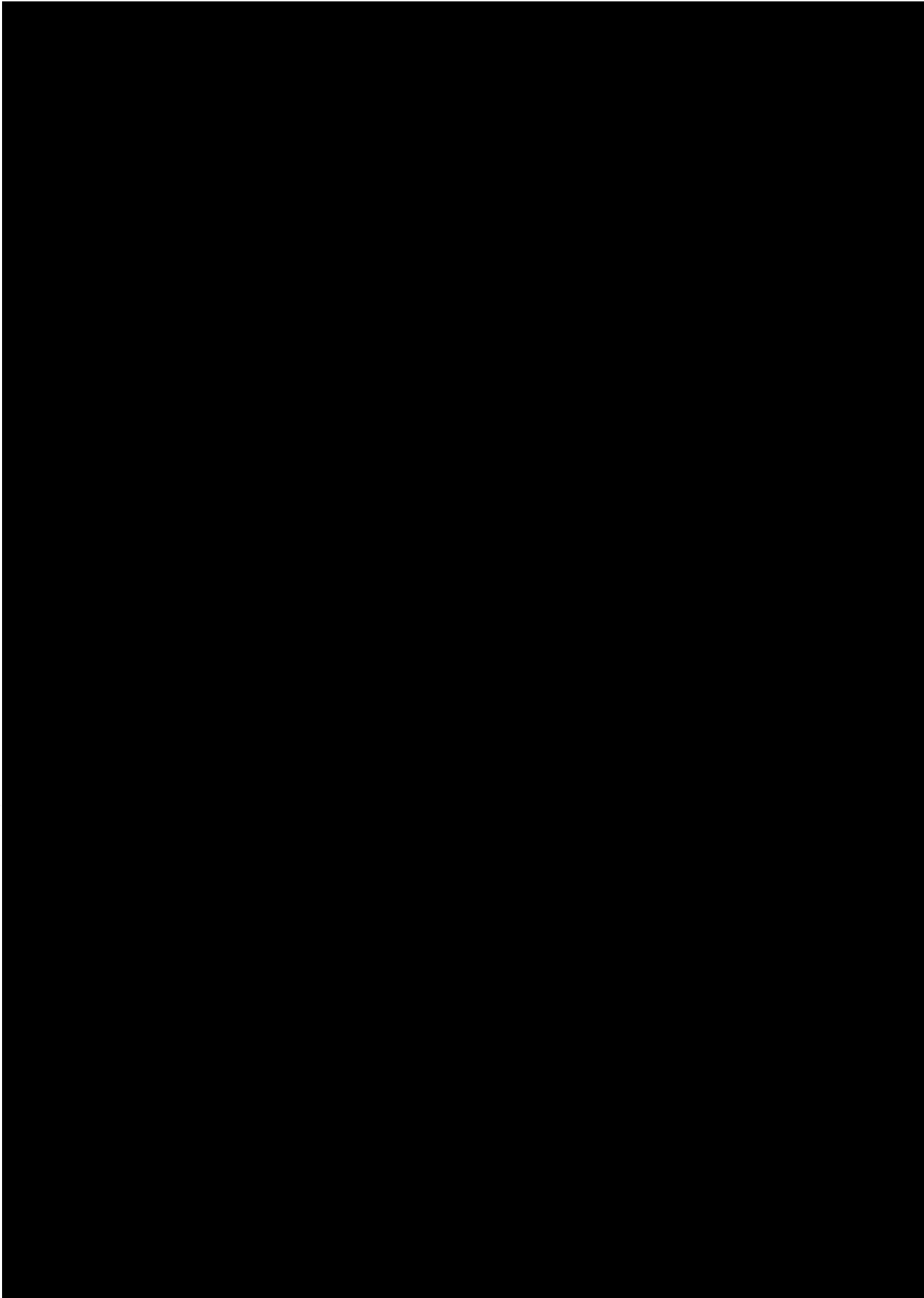
before the Date of Completion of Separable Portion 2 [REDACTED]
[REDACTED], in accordance with this Schedule D8;

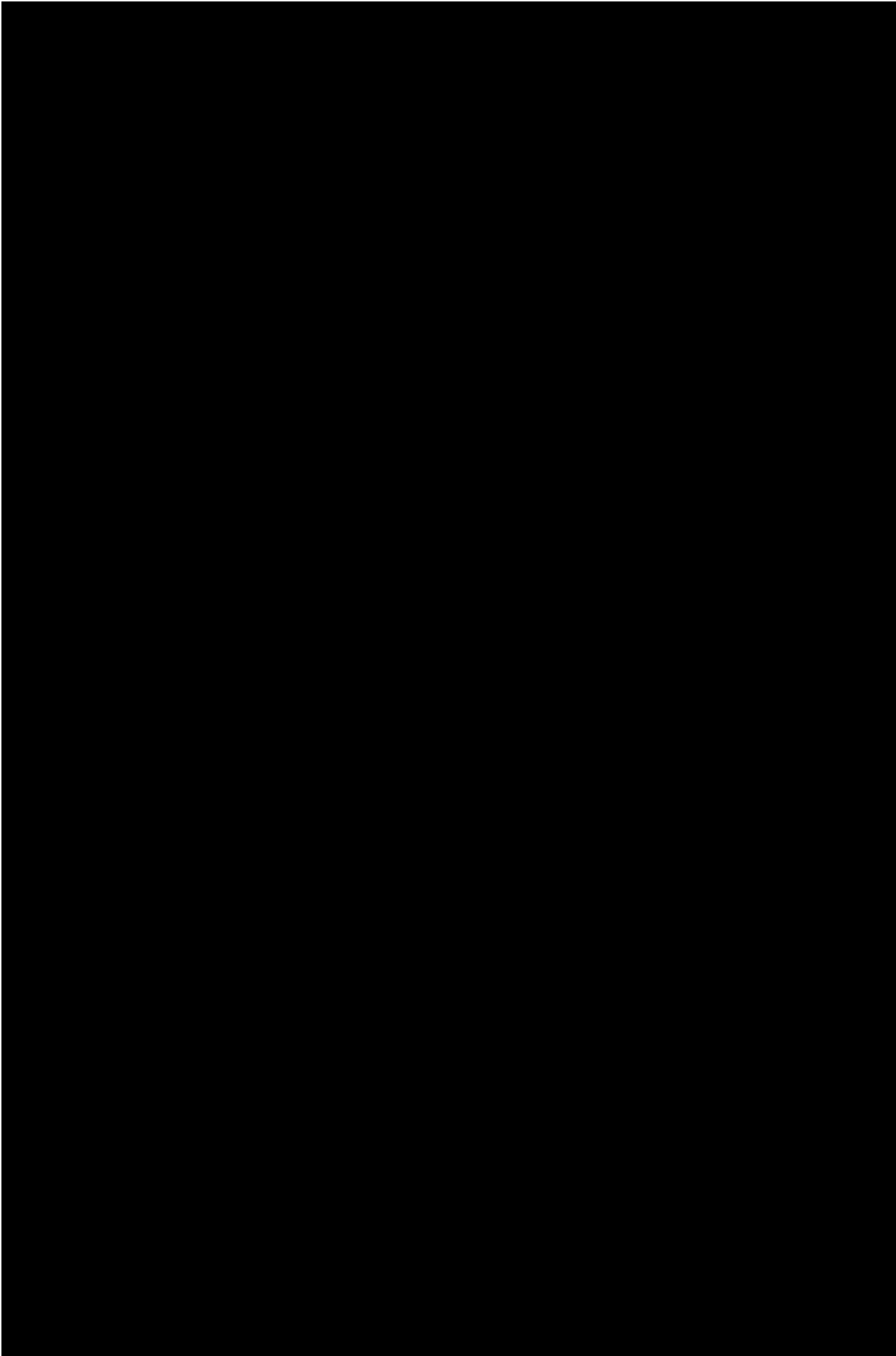
- (ii) the WL Developer must [REDACTED] procure the further Subdivision of the MQD Lot to create the Residential Stratum Lots and the Non-Residential Stratum Lots on or before the Date of Completion of the last Separable Portion in the MQD Lot, in accordance with this Schedule D8.
- (b) **(Prepare Subdivision Documents)** The WL Developer will cause the Subdivision Documents to be prepared in accordance with the CSSI Approval, the Detailed SSD Consent and the Subdivision Principles.
- (c) **(Intention of the parties)** The Draft Stratum Subdivision Plan, the Draft Subsequent Section 88B Instrument and the other O&M Land Interests referred to in this deed represent the parties' intentions as at the date of this deed for the proposed Subdivision of the MQD Lot and the rights that are intended to be created by completion of the Development Period (as that term is defined in the Draft BMS), to the extent that relevant information was available to the parties as at the date of this deed. [REDACTED]
- (d) **(Intended boundaries)** The Draft Stratum Subdivision Plan shows the approximate intended boundaries of the various elements of the MQD Lot referable to the MQD Works as at the date of this deed.
- (e) **(Amendments)** The Subdivision Documents may require amendment up to the date of lodgement for registration at LRS, such amendment to be made in accordance with the Subdivision Principles and the provisions set out in this Schedule D8.

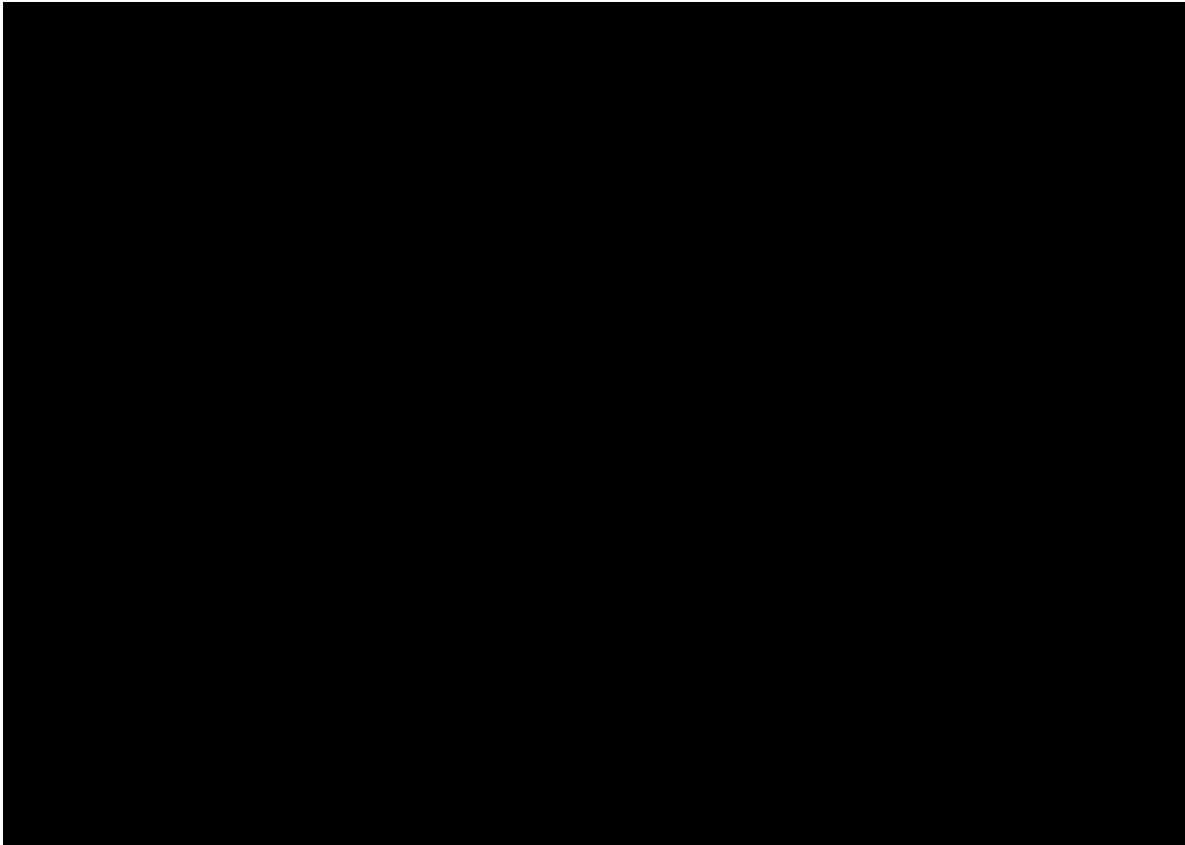
[REDACTED]

[REDACTED]



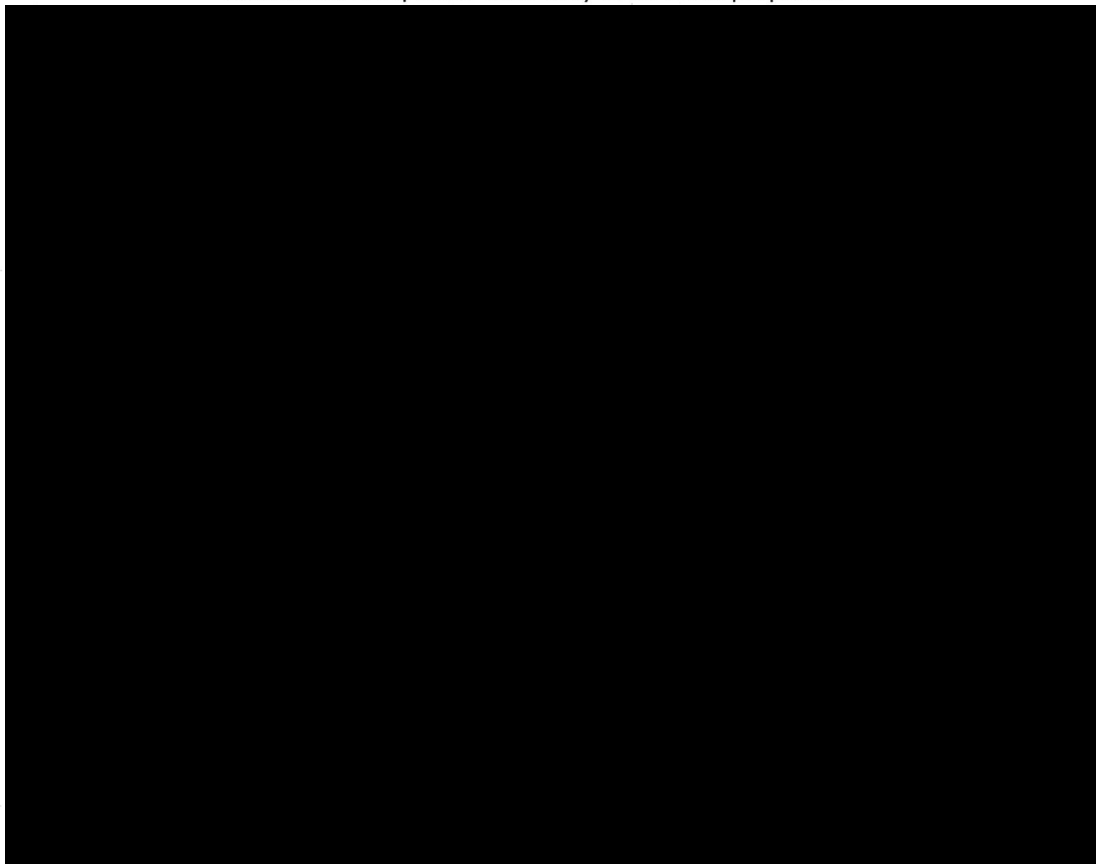




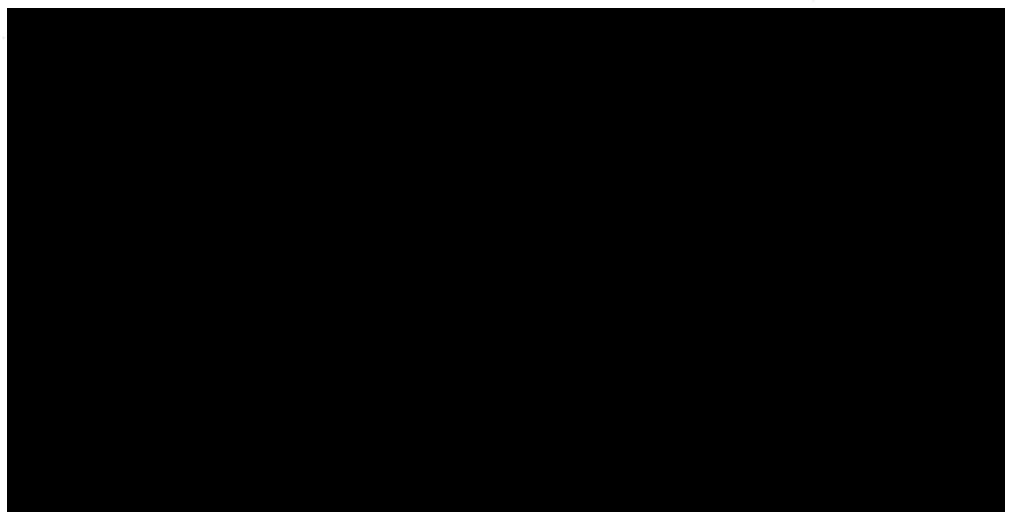
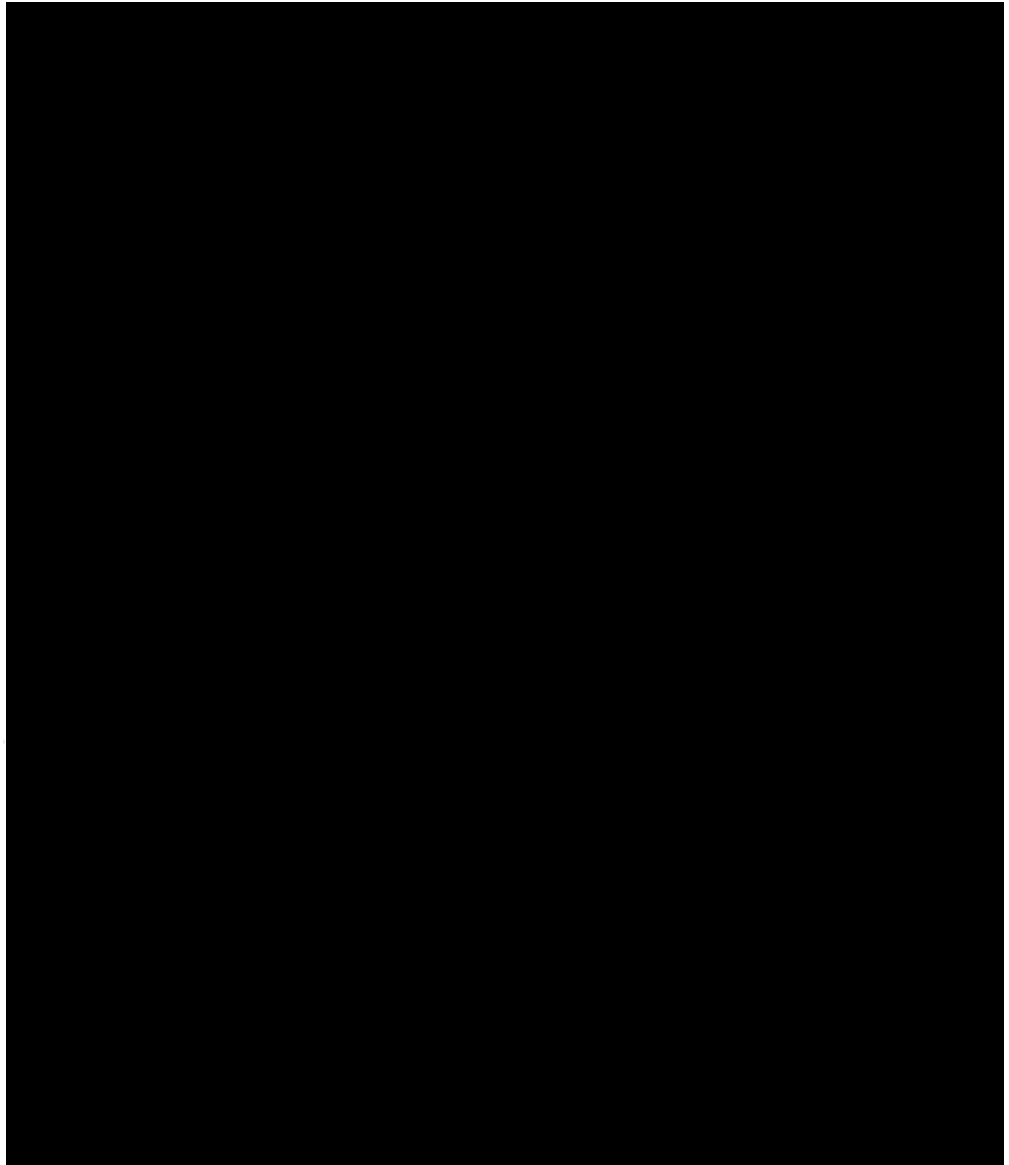


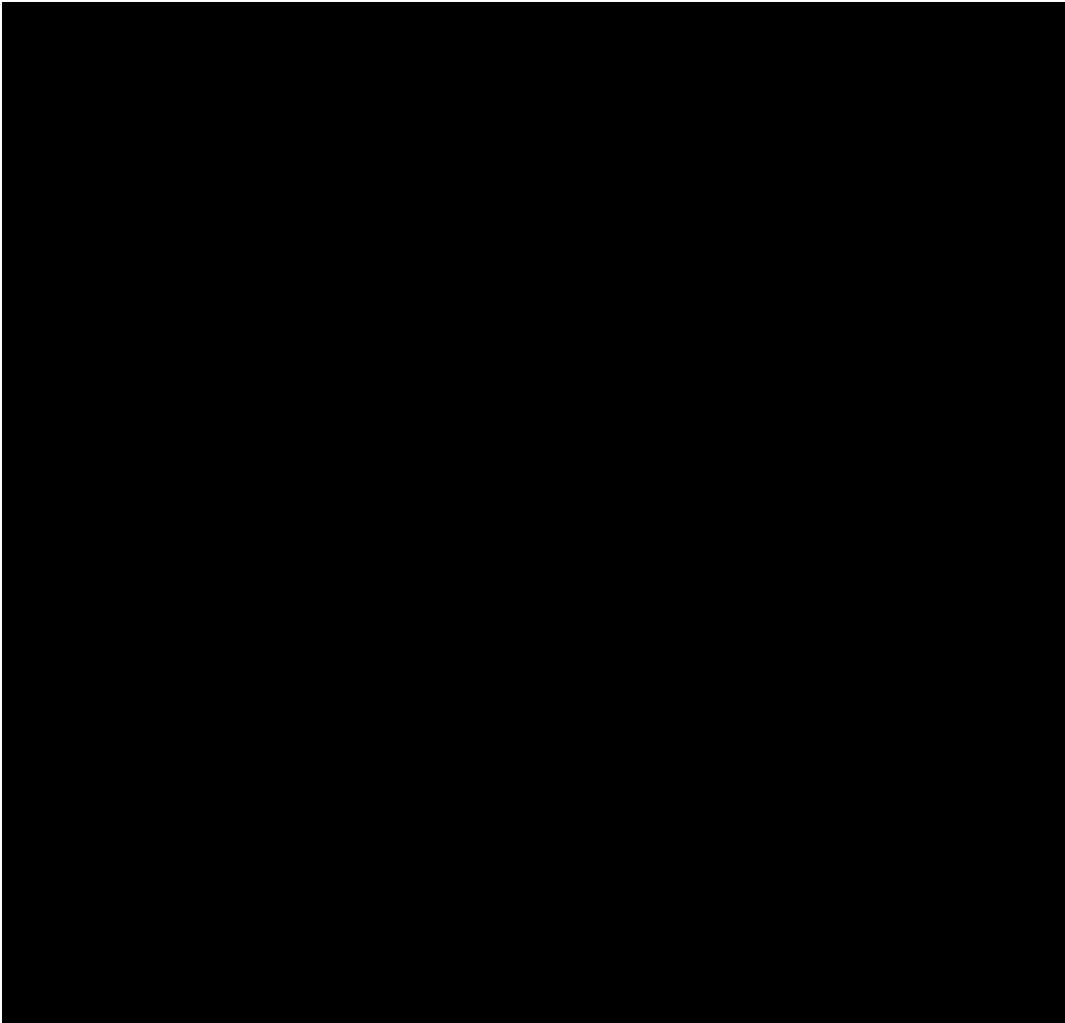
4. **STRATUM SUBDIVISION PROPOSALS**

- (a) **(Provision of Stratum Subdivision Proposals)** The WL Developer must provide to the Principal's Representative each of its Stratum Subdivision Proposals once they have been prepared.



- (c) **(Co-operation)** The WL Developer must consult in good faith and co-operate with the Principal's Representative to develop the Stratum Subdivision Proposals.





5. **PREPARATION OF STRATUM SUBDIVISION PROPOSAL**

- (a) **(Compliance with Subdivision Principles)** The WL Developer must prepare each Stratum Subdivision Proposal (including the Subdivision Documents attached to the Stratum Subdivision Proposal) in accordance with the Subdivision Principles.
- (b) **(Requirements)** In preparing the Stratum Subdivision Proposal, the WL Developer must address the following matters:
 - (i) the creation of all Encumbrances pursuant to clause 9.9 (*Encumbrances*);
 - (ii) without limiting clause 5(b)(iii) of this Schedule D8, any matters set out in the Subdivision Principles;
 - (iii) the sharing of costs and responsibilities for Shared Facilities (as defined in the Draft BMS) not included in the Building Management Statement between the lot owners having regard to clause 4.3 of Schedule D13 (*Subdivision Principles*) of the Station Delivery Deed and clause 2.9 (Proposed Scheme Change) if applicable.
- (c) **(Appointment of Surveyor)** The WL Developer must:
 - (i) appoint a Surveyor to prepare the proposed Subdivision Documents;

- (ii) appoint the Surveyor within [REDACTED] after the date of this deed; and
- (iii) obtain the prior written consent of the Principal's Representative (acting reasonably) to:
 - (A) the appointment of the Surveyor under clause 5(c)(ii) of this Schedule D8; and
 - (B) any replacement of the Surveyor from time to time.

6. **DETERMINATION OF SHARED FACILITIES AND SHARED COSTS**

If, within [REDACTED] after a Stratum Subdivision Proposal is submitted by the WL Developer under clause 4(a) of this Schedule D8, the parties cannot reach agreement in relation to the matters referred to in clause 5(b)(iii) of this Schedule D8, the WL Developer may, at its Cost, appoint an independent expert (being an expert approved by the Principal's Representative (acting reasonably)) to determine the matters, such determination to be made within [REDACTED] after the appointment of the independent expert and to be made so that it is consistent with and reflects the Subdivision Principles and clause 2.9 (Proposed Scheme Change). The determination of the independent expert will be binding on the WL Developer and the Principal, except where such determination was made fraudulently or contains a manifest error.

7. **WL DEVELOPER BOUND BY ENCUMBRANCES**

The WL Developer agrees that:

- (a) on registration of all Encumbrances to be created under clause 5(b)(i) of this Schedule D8 or created under a Stratum Subdivision Proposal, it is, or will be, bound by such Encumbrances and must not cause or permit a breach of such Encumbrances; and
- (b) any lease, licence or other right of occupation granted by the WL Developer in respect of the MQD Lot or any part of the MQD Lot must contain an acknowledgment from any tenant, licensee or occupier that it is bound by and must not cause or permit a breach of the terms of those Encumbrances even if they are registered after the date the WL Developer enters into its arrangements with the relevant tenant, licensee or occupier.

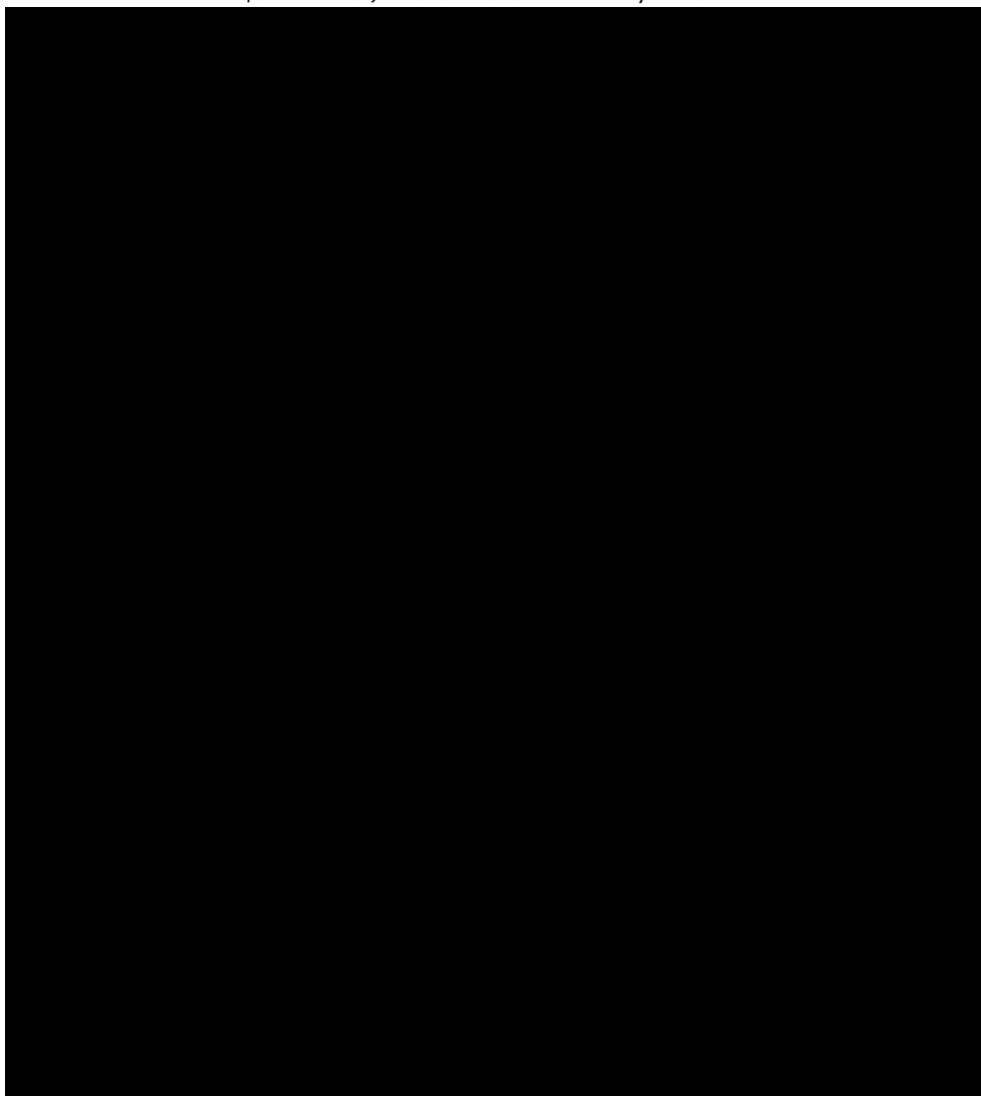
8. **NOTICE OF CREATION OF LOTS**

The WL Developer must, within [REDACTED] after it becomes aware that the Social Housing Lot, any Non-Residential Stratum Lots and any Residential Stratum Lots have been created by way of registration of Subdivision Documents, notify the Principal's Representative in writing of such registration.

9. **LICENCES TO USE LOADING DOCK AND TEMPORARY SOLUTIONS**

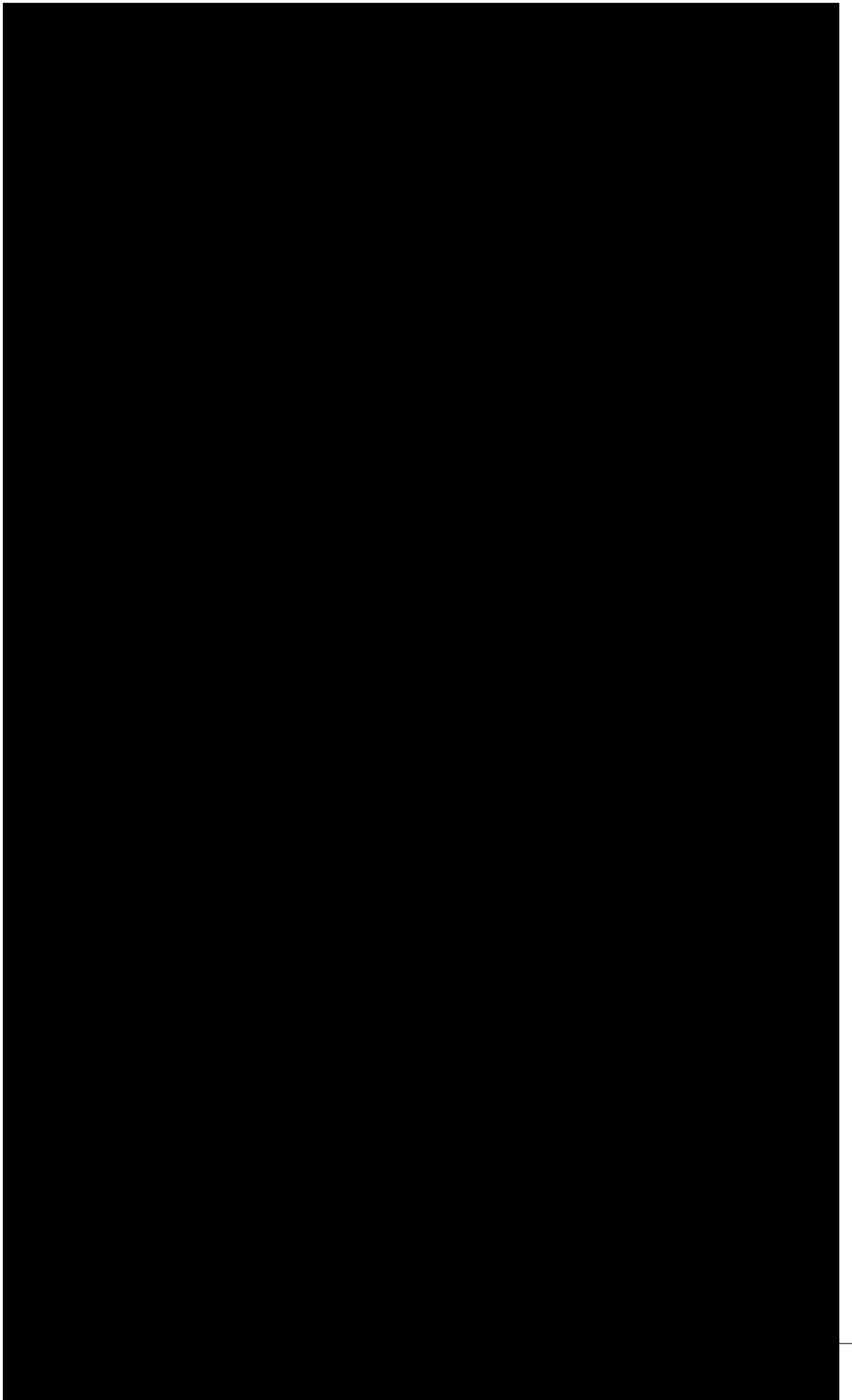
- (a) The WL Developer acknowledges and agrees that:
 - (i) the WL Contractor has obligations to grant access and use rights to the Principal pursuant to clauses 8 and 9 of Schedule D12 (*Subdivision Requirements*) of the Station Delivery Deed; and
 - (ii) it must, to the extent required, also grant or procure the grant of such rights to the Principal on the same terms and conditions as

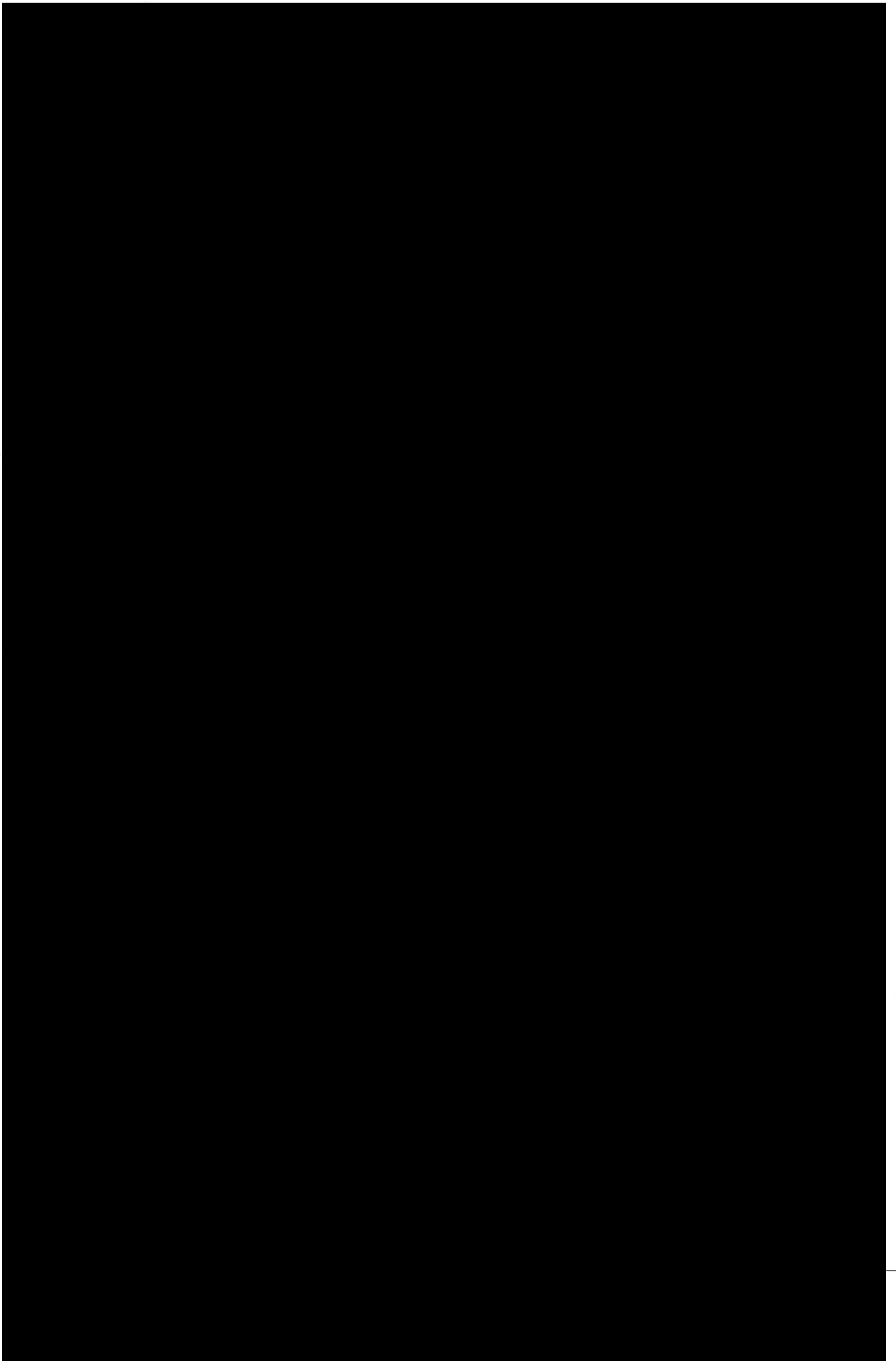
set out in clauses 8 and 9 of Schedule D12 (*Subdivision Requirements*) of the Station Delivery Deed.

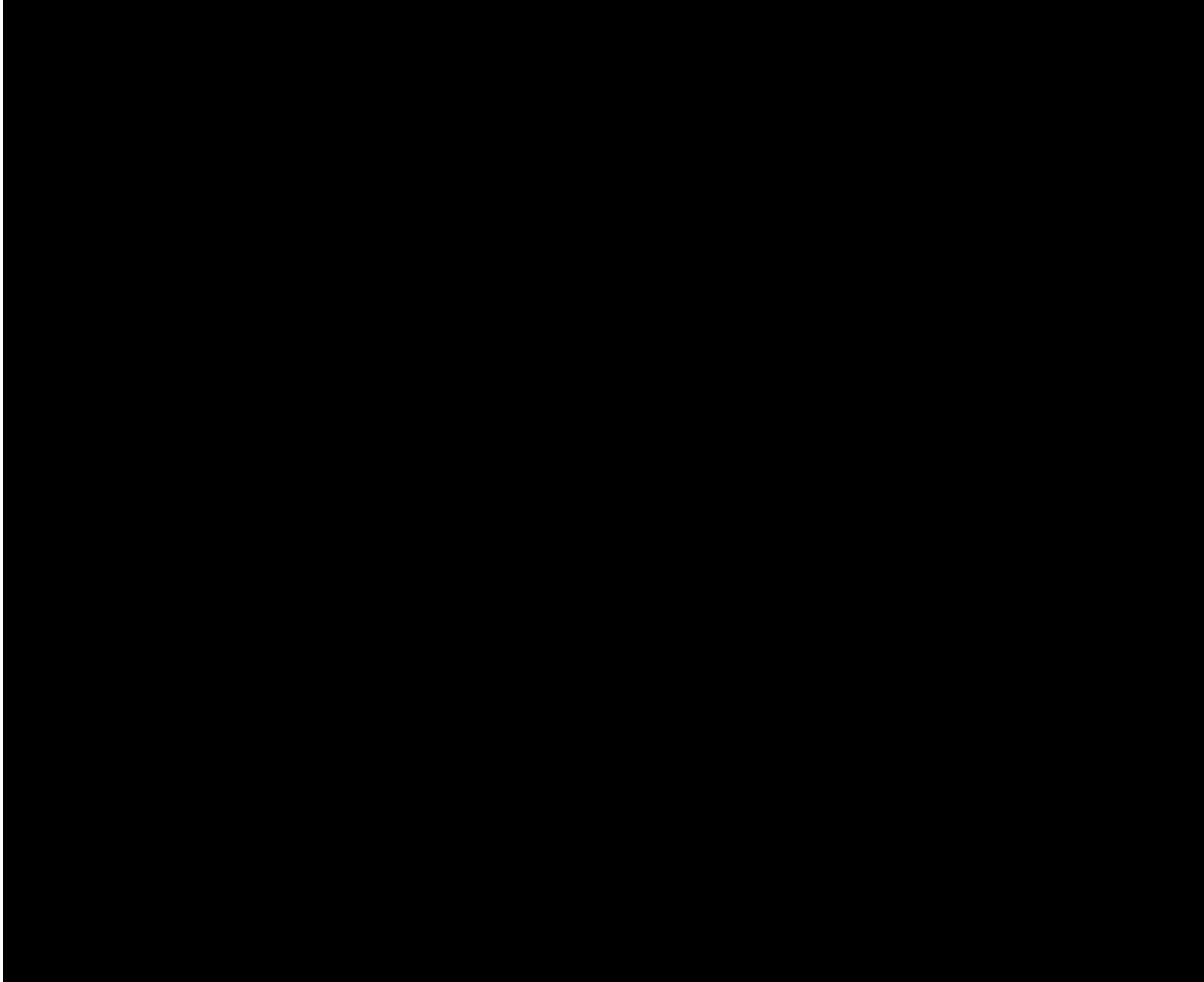


10. **OPERATION OF REGISTERED INTERESTS**

If the Draft Subsequent Section 88B Instrument, the Draft Section 88B Instrument, the instrument set out in Annexure B to Schedule D9 (*Subdivision Principles*) and the Draft BMS have been registered on title as contemplated under this Schedule D8 or under the Station Delivery Deed (as applicable), during the period commencing on the date of such registration and expiring on the relevant Applicable Transfer Date, the WL Developer agrees to be bound by and to comply with the terms and conditions of those registered documents (to the extent that such terms and conditions apply) as if it were the registered proprietor of the relevant part of the MQD Lot, provided that to the extent there is any inconsistency between the terms and conditions of those registered documents and this deed, this deed will prevail.







Schedule 9 Schedule D9

SCHEDULE D9. – SUBDIVISION PRINCIPLES

(Schedules A2 and D8)

1. DEFINITIONS

In this Schedule D9:

Access Easement Sites has the meaning given in the Draft Subsequent Section 88B Instrument and the Draft Section 88B Instrument (as applicable).

Metro Operational Impact has the meaning given in the Draft BMS.

Shared Facilities has the meaning given in the Draft BMS.

Shared Facilities Plan has the meaning given in the Draft BMS.

Station Lot Owner has the meaning given in the Draft BMS.

Station Retail Lot Owner has the meaning given in the Draft BMS.

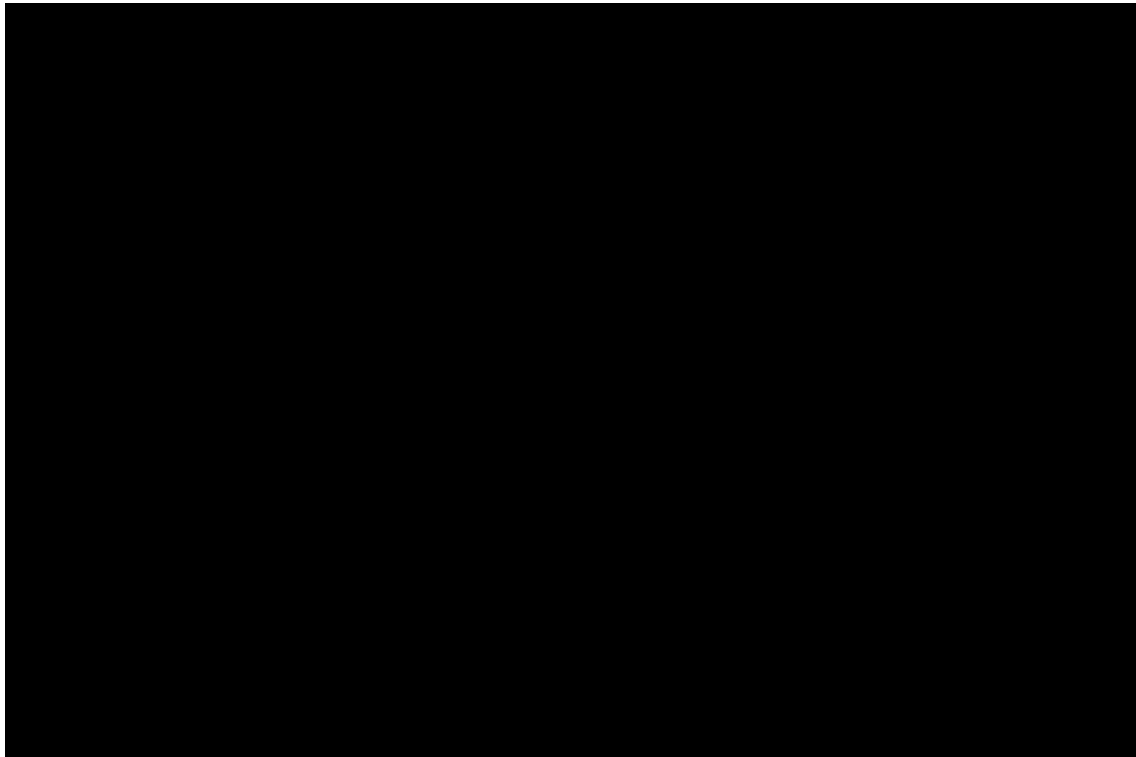
Stratum Subdivision Proposal has the meaning given in Schedule D8 (*Subdivision Requirements*).

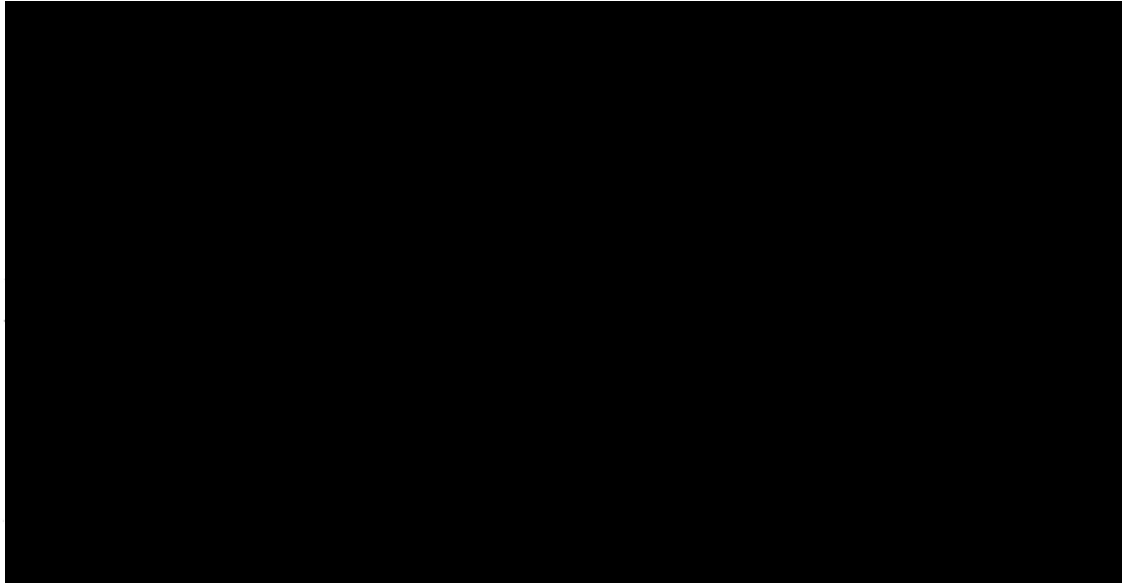
2. SUBDIVISION PLAN

2.1 Surveying principles to be adopted by the Surveyor

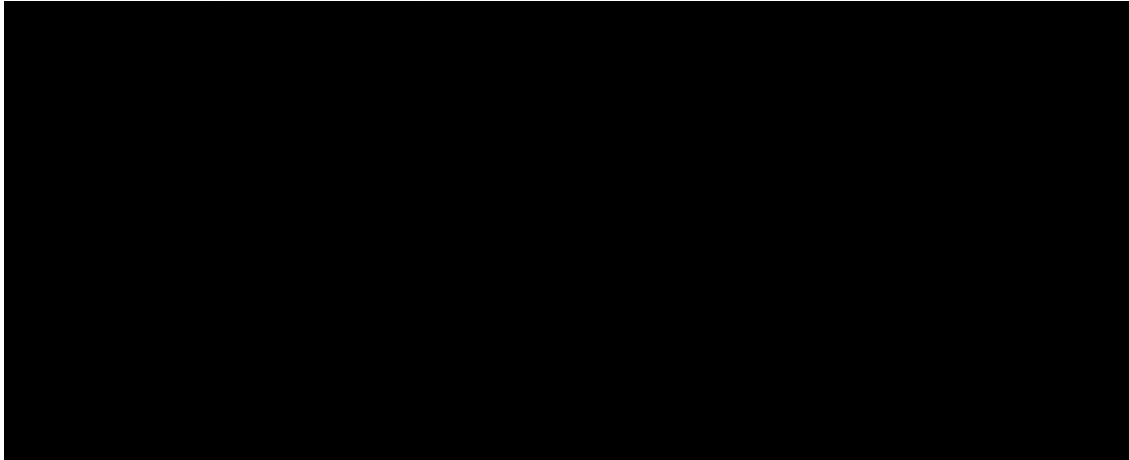
The principles referred to in clauses 2.1(a) to (e) (inclusive) of Schedule D13 (*Subdivision Principles*) of the Station Delivery Deed apply as if set out in full in this Schedule D9.

2.2 Conceptual principles





- (c) The intended owner of any Residual Lot will, as at the date of registration of the relevant subdivision plan, be the Principal.
- (d) Each of the [redacted]
[redacted] and the Social Housing Lot will be a stratum lot and each other lot created by the WL Developer pursuant to the Subdivision Requirements will be a stratum lot.
- (e) The intended owner [redacted]
[redacted] will, as at the date of registration of the relevant subdivision plan, be the Principal.
- (f) As at the date of this deed, the parties intend for the creation of only freehold stratum lots pursuant to the Subdivision Requirements, with the O&M Land Interests comprising the Draft Subsequent Section 88B Instrument, the instrument which is Annexure B to this Schedule D9, any Building Management Statement to be prepared and registered in accordance with the Station Delivery Deed or this deed (as applicable) and any other interest agreed by the parties to be O&M Land Interests or created in accordance with this deed.



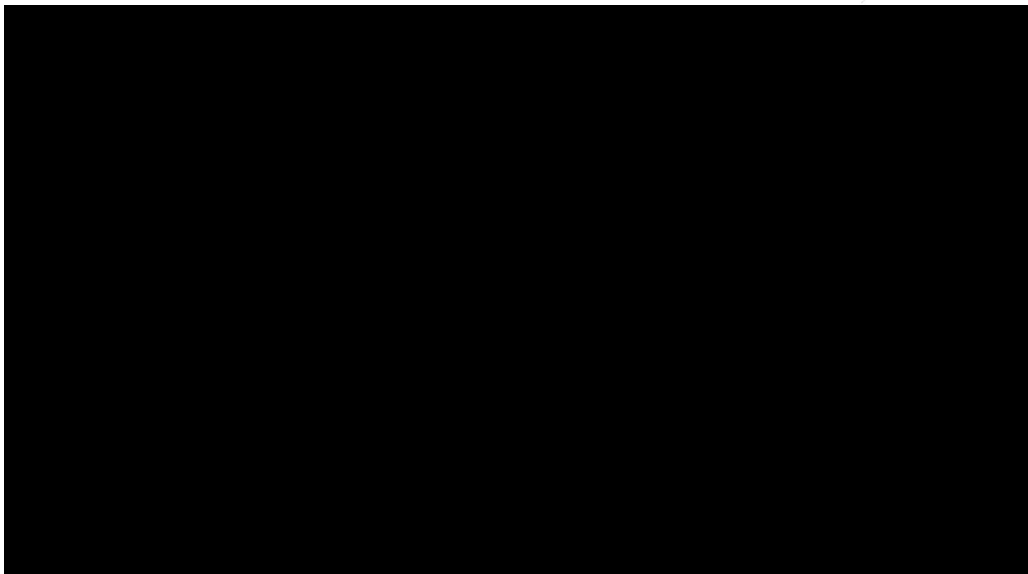
- (i) The parties acknowledge and agree that, where the defined term "Development Lot" is used in the Draft Stratum Subdivision Plan, the ISD Operations Principles or elsewhere in the documentation attached to or referred to in this deed, that reference should be read to mean the "MQD Lot".

2.3 Easement sites

Where the location of an easement has not been shown on the Draft Stratum Subdivision Plan, the location is to be implied by its intended purpose or is otherwise subject to agreement in writing between the Principal and the WL Developer.

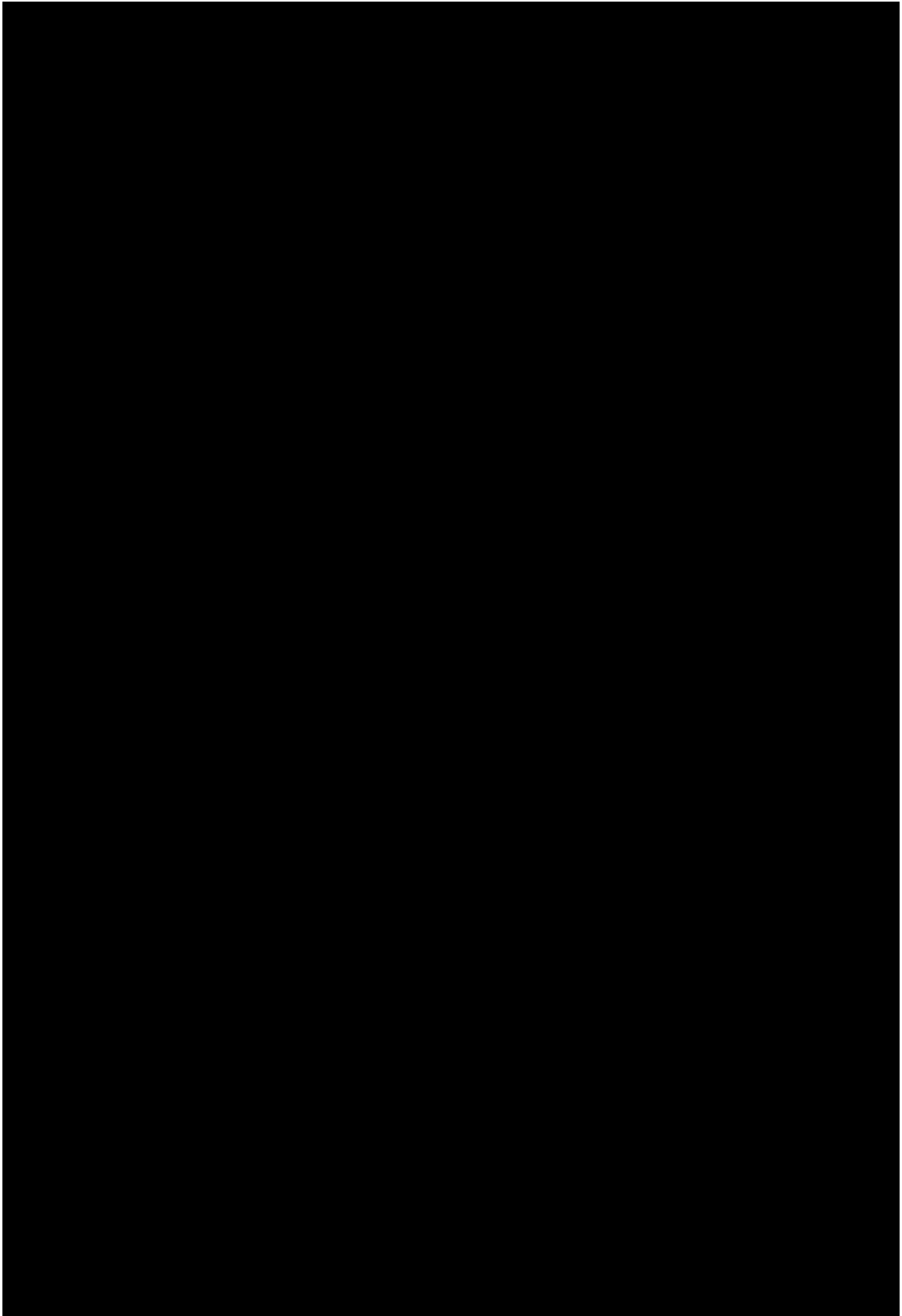
2.4 Other rights and O&M Land Interests

- (a) Various easements, positive covenants and restrictions on use may be required:
 - (i) pursuant to the conditions of any Approvals, including the Development Consents;
 - (ii) [REDACTED] for the purpose of operation and maintenance of Sydney Metro City & Southwest (including Waterloo Station) [REDACTED]



- (b) Without limiting clause 2.4(a)(ii) of this Schedule D9, the parties have not yet considered whether there will be easements in respect of the following:
 - (i) the right for the Station Lot Owner to install Metro Assets such as ticketing machines, way finding signage or surveillance devices on one or more of the other stratum lots;
 - (ii) the earthing and bonding infrastructure and lightning protection system; or

(iii) access to (and the requirement to maintain) landscaping and public art.



(e) The parties acknowledge and agree that the O&M Land Interests comprise:

(i) as at the date of this deed:

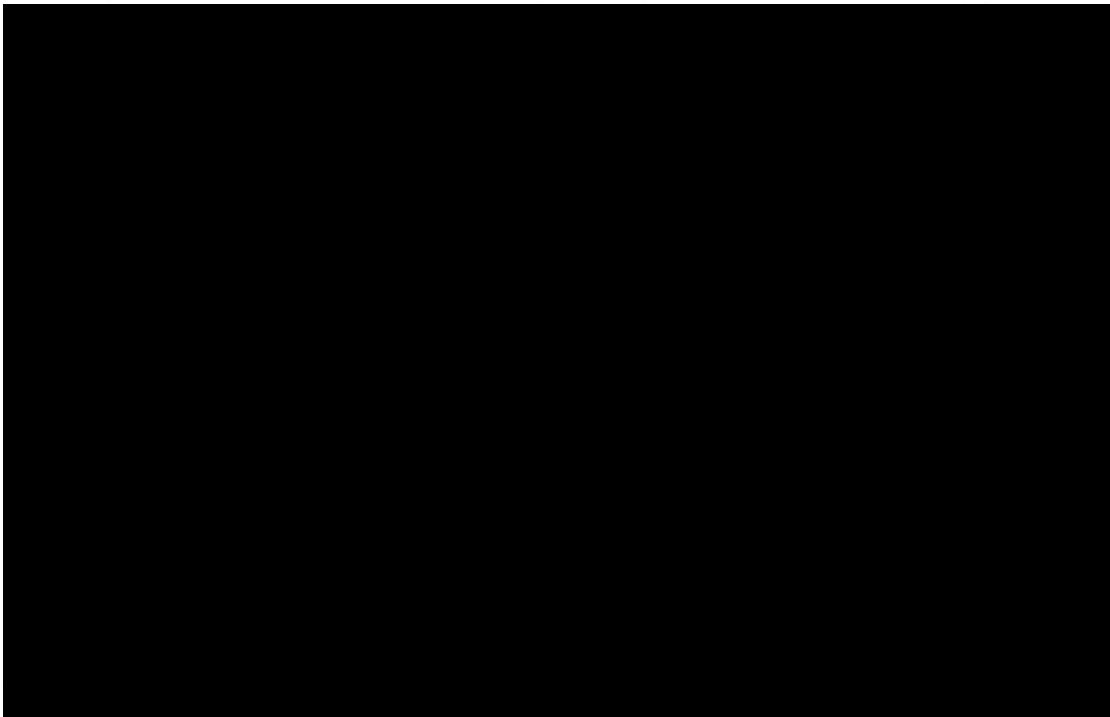
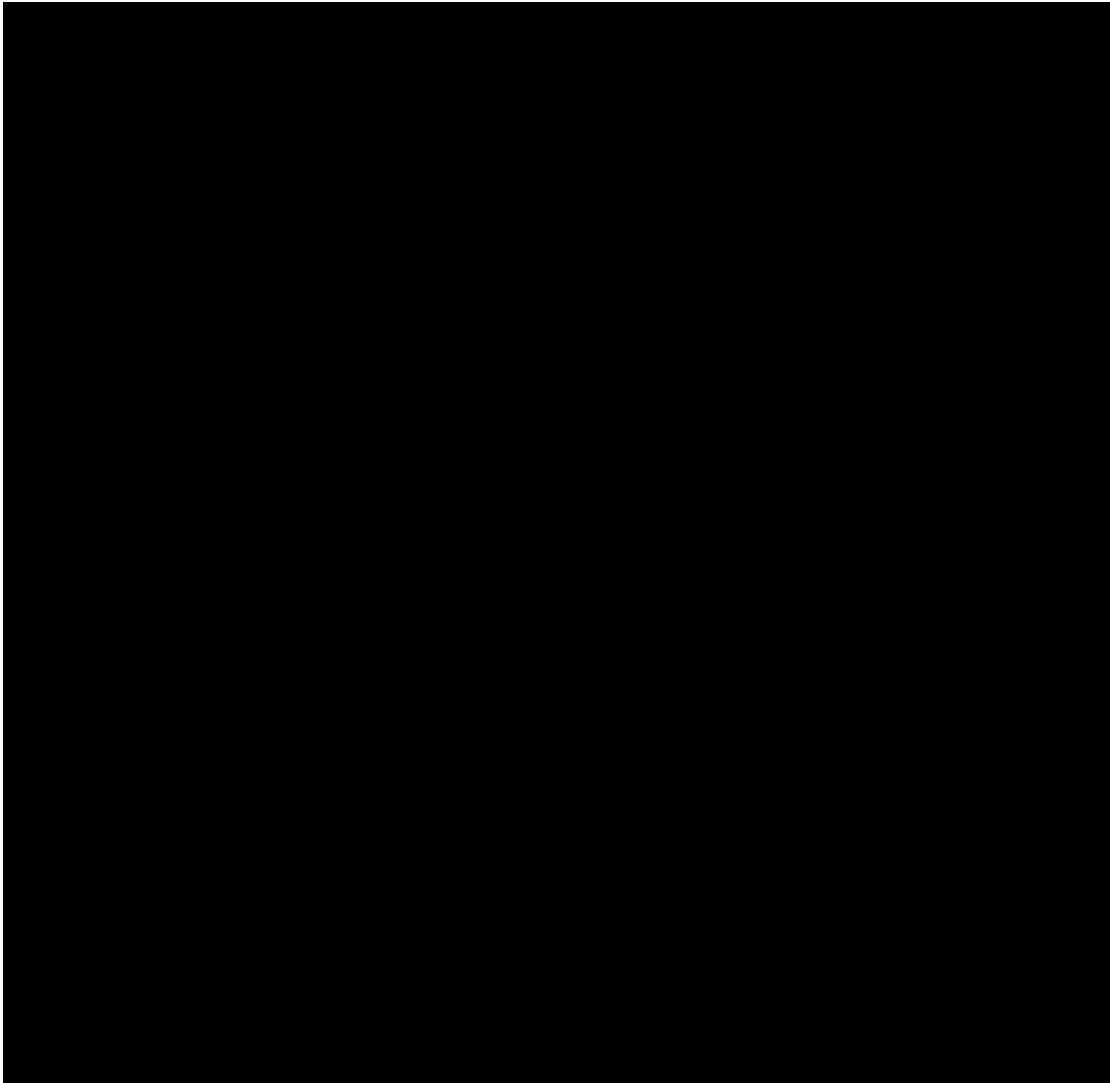
(A) the Draft Subsequent Section 88B Instrument and the instrument which is Annexure B to this Schedule D9;

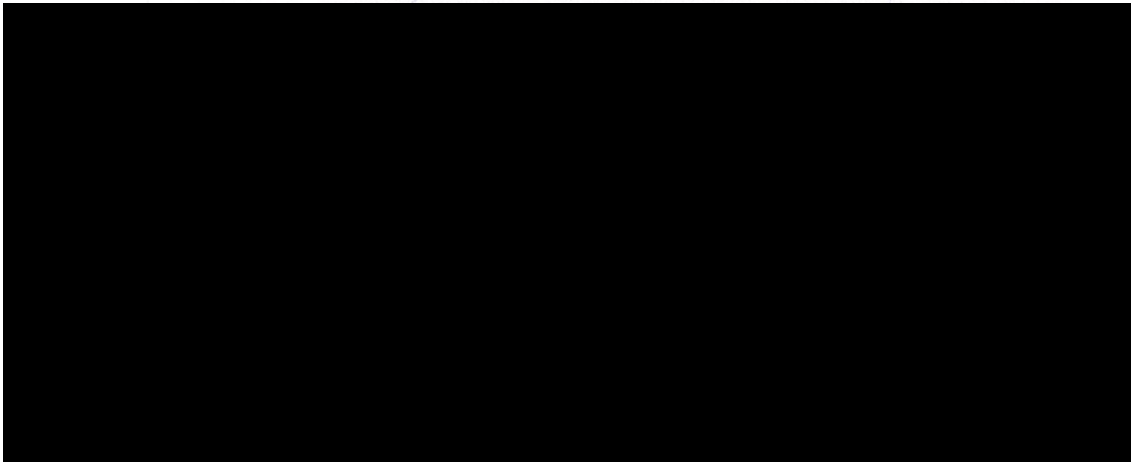
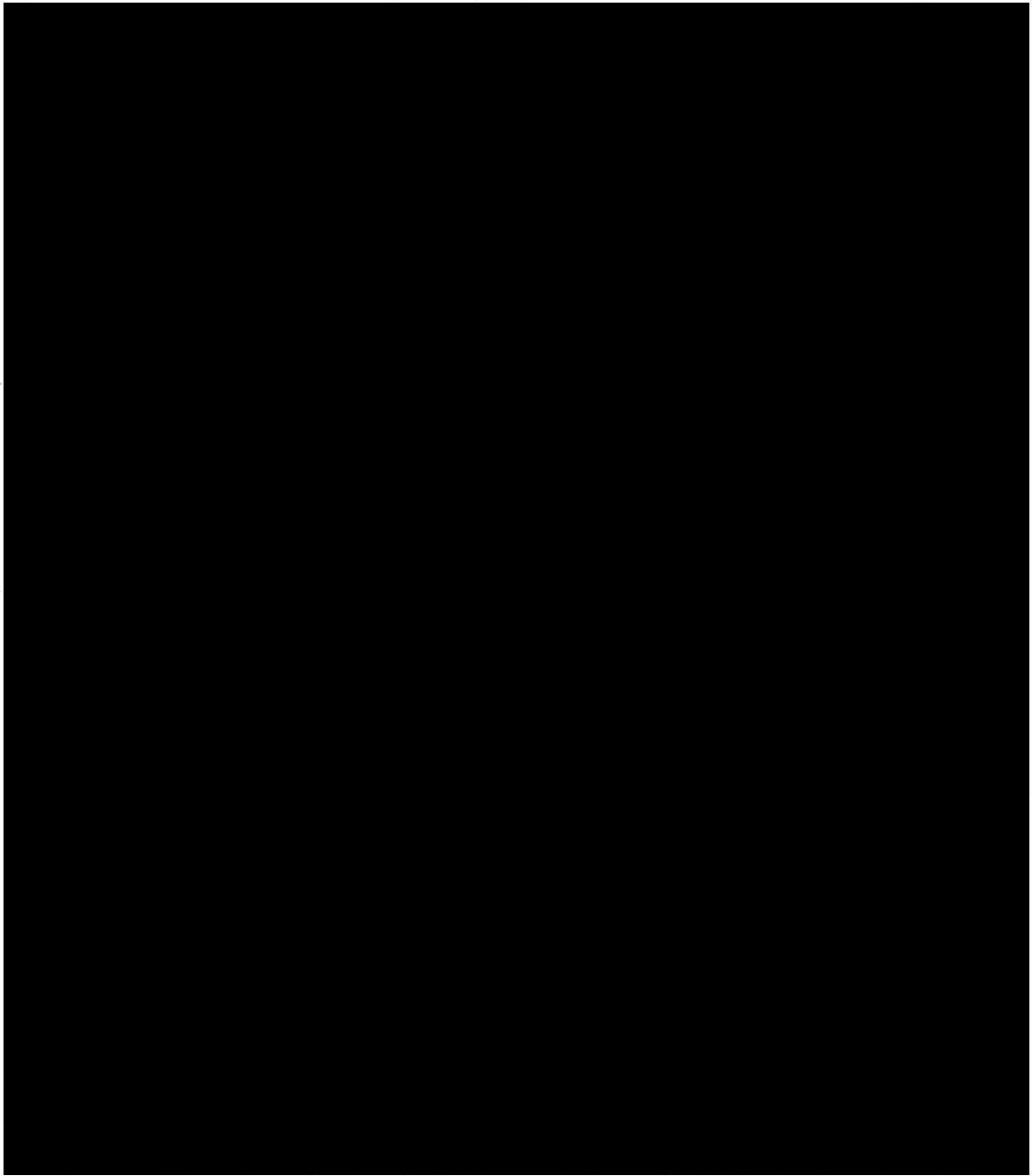
[REDACTED]

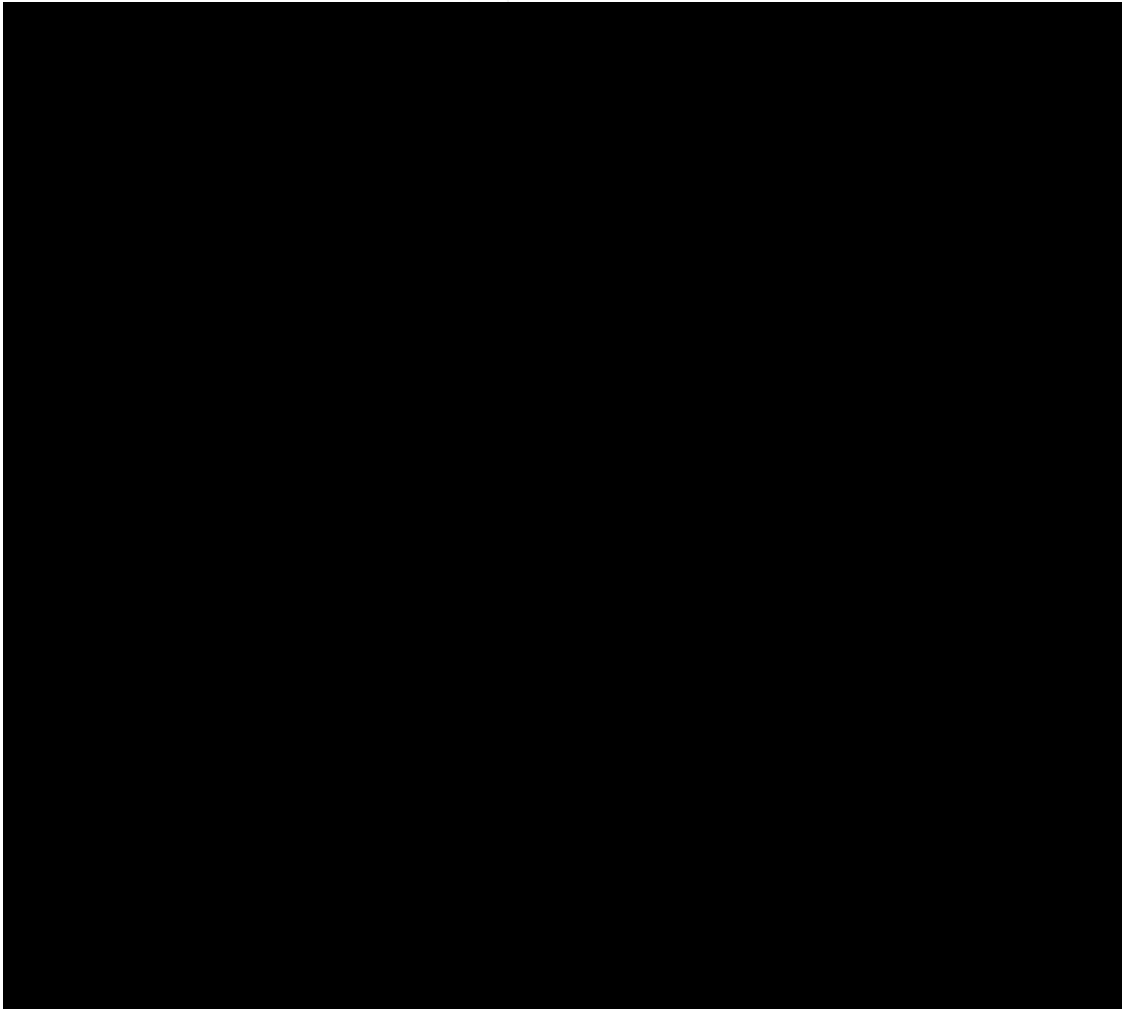
[REDACTED]

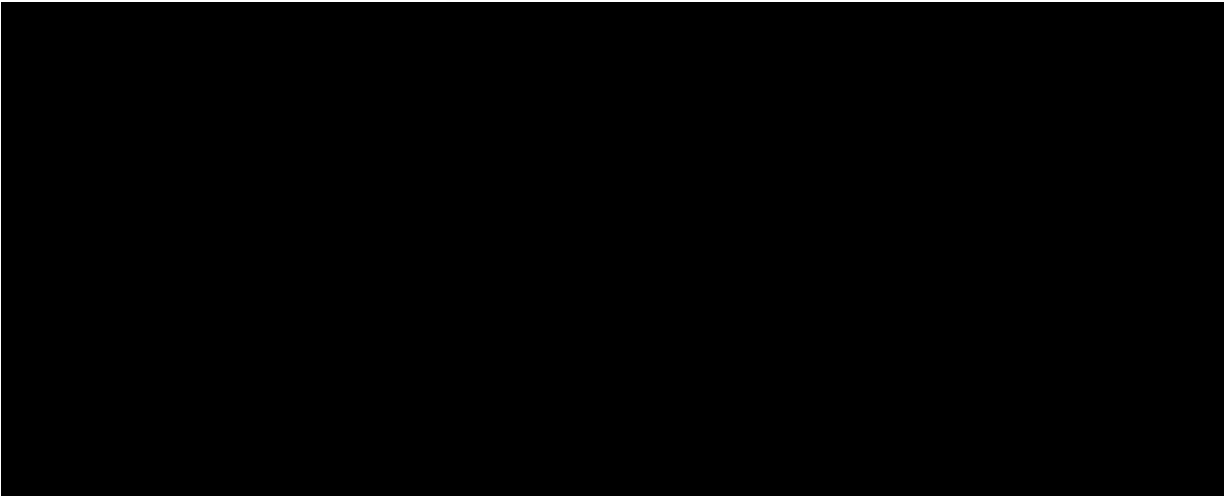
(ii) each other right and interest contemplated in the Subdivision Requirements and these Subdivision Principles.

[REDACTED]









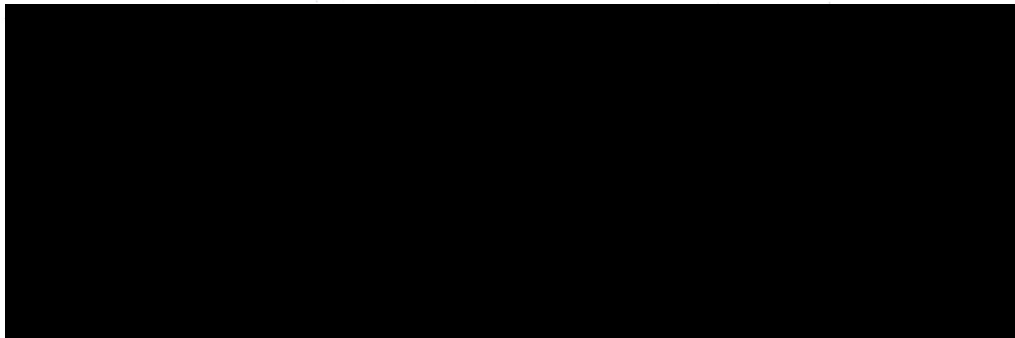
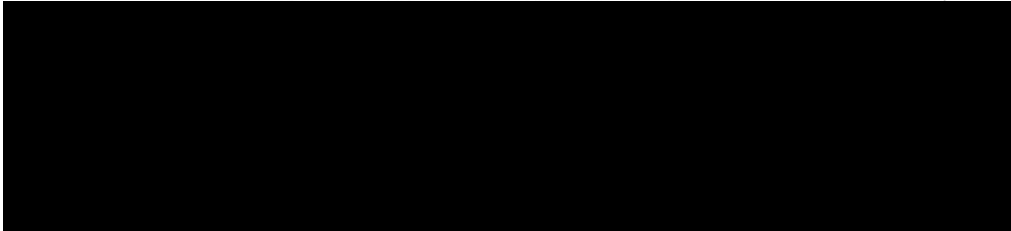
3. SUBDIVISION DOCUMENTS

3.1 Preparation and finalisation of Subdivision Documents

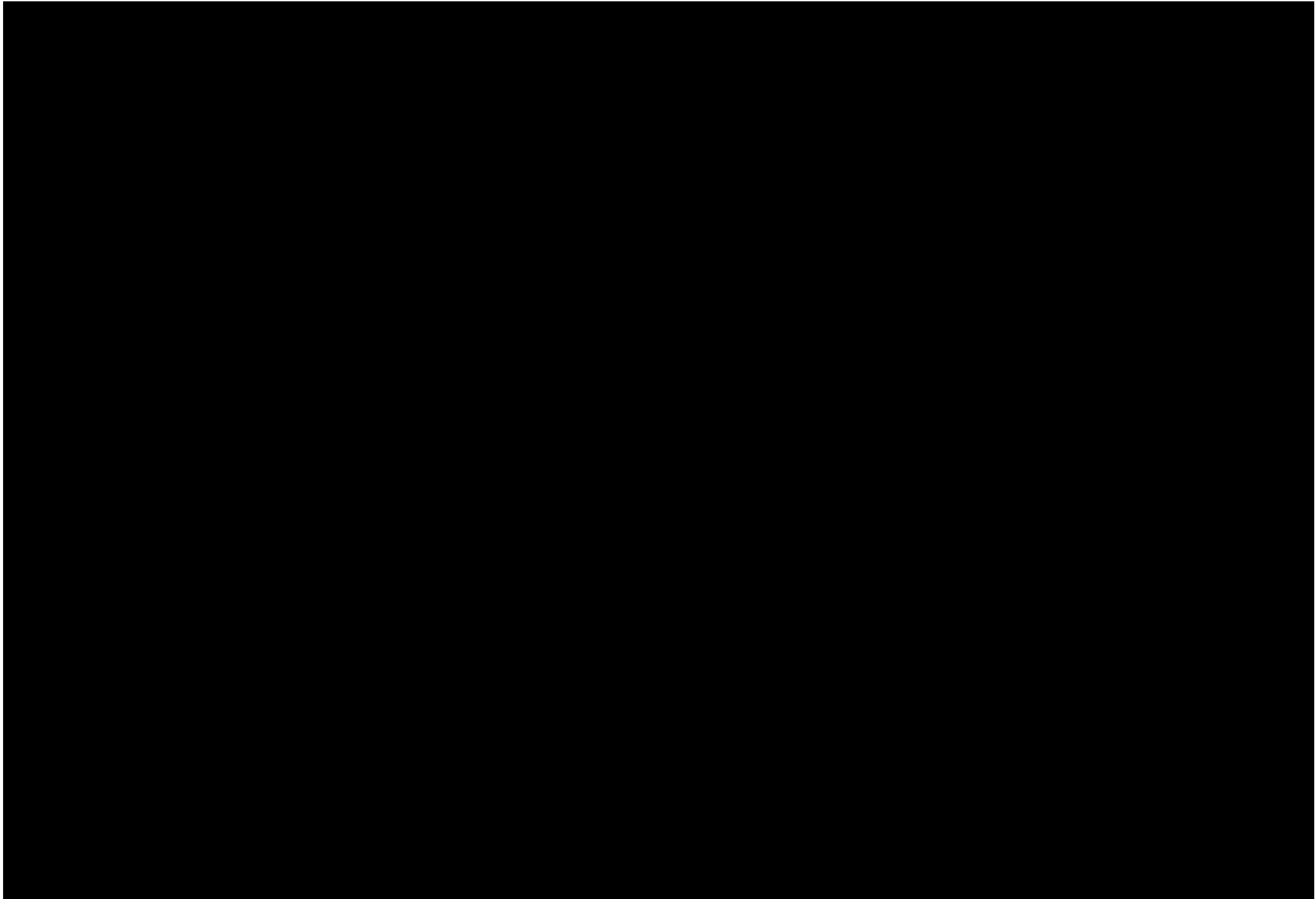
- (a) The WL Developer is required to prepare and finalise:
 - (i) each of the Subdivision Documents in accordance with the principles in this Schedule D9 and the Subdivision Requirements; and
 - (ii) each of the schedules and annexures to the Subdivision Documents (including the Shared Facilities Schedule and associated plans and the plans showing the Restricted MQD Areas) in accordance with the principles outlined in this Schedule D9, the Subdivision Requirements and the ISD Operations Principles.
- (b) The principles set out in clauses 3 and 4 of Schedule D13 (*Subdivision Principles*) of the Station Delivery Deed will apply to the extent relevant.

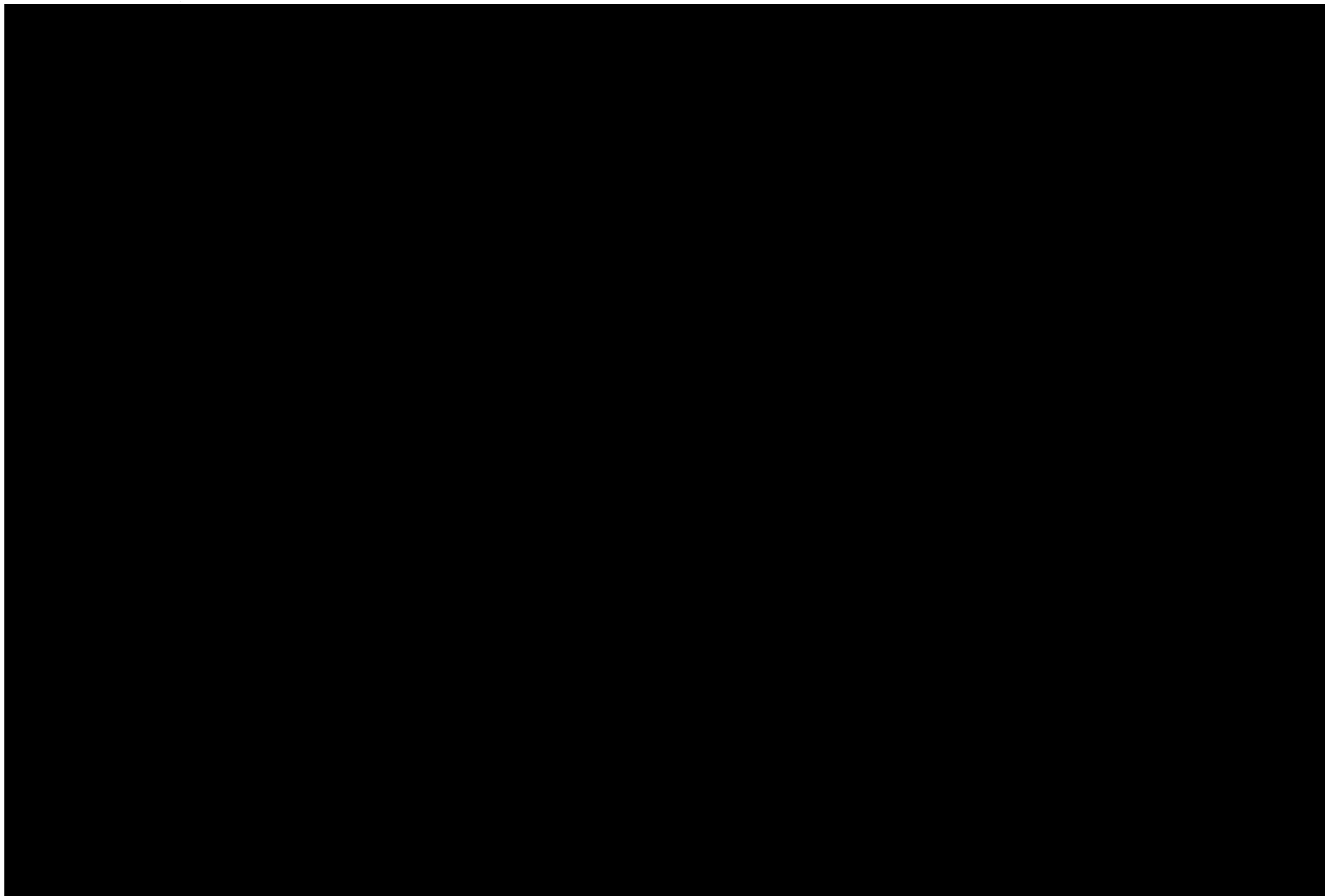


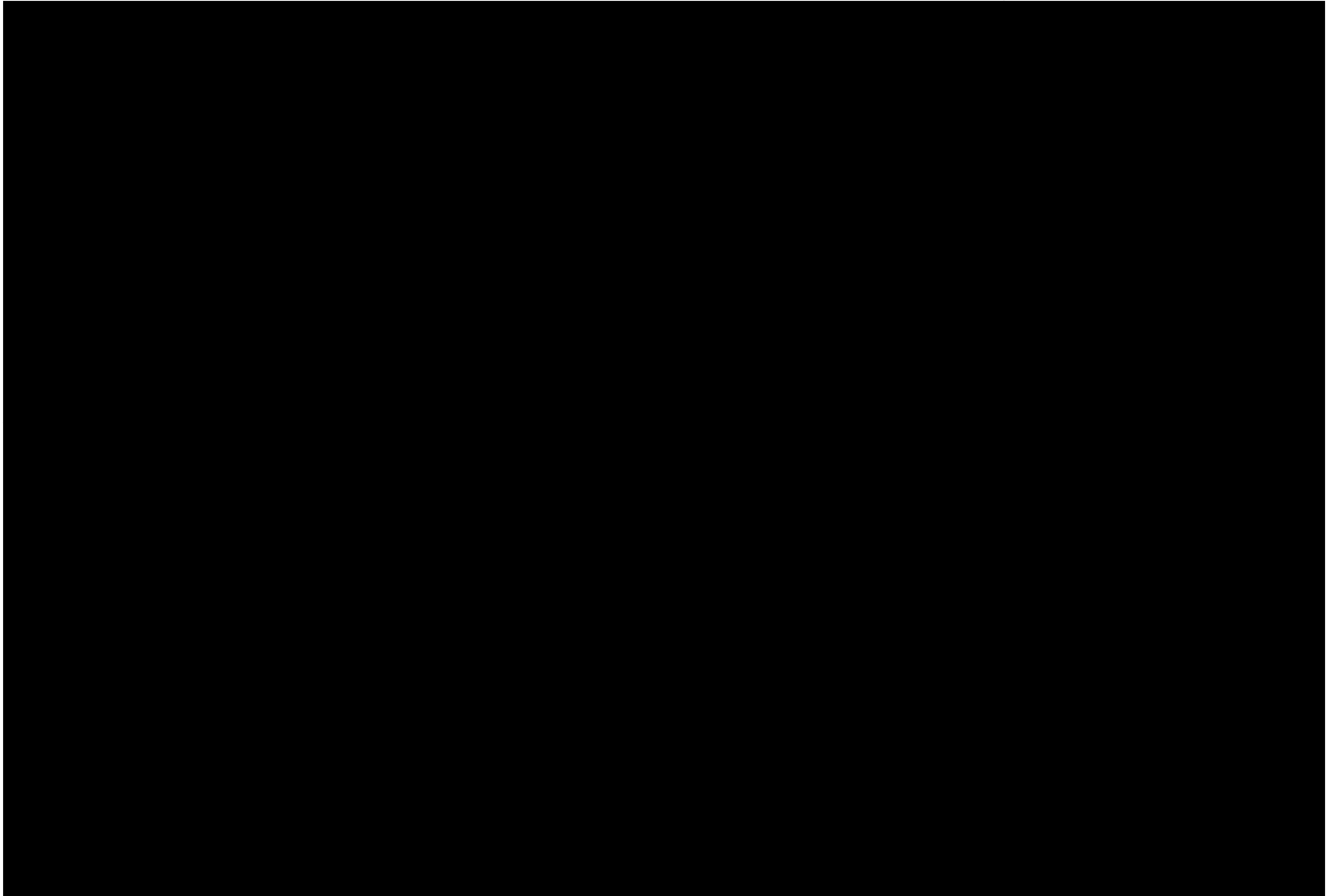
- (c) The WL Developer and the Principal acknowledge and agree that:

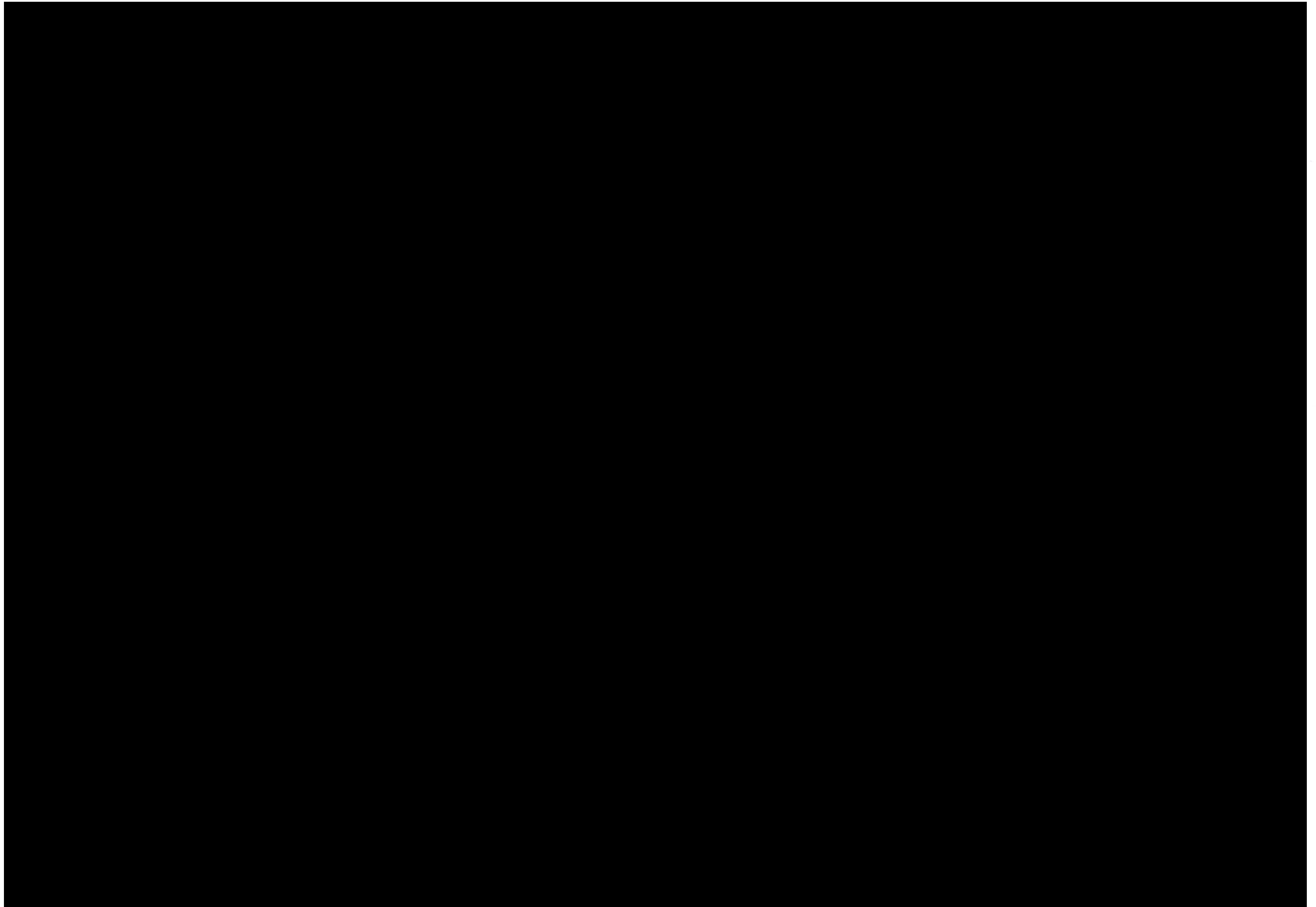


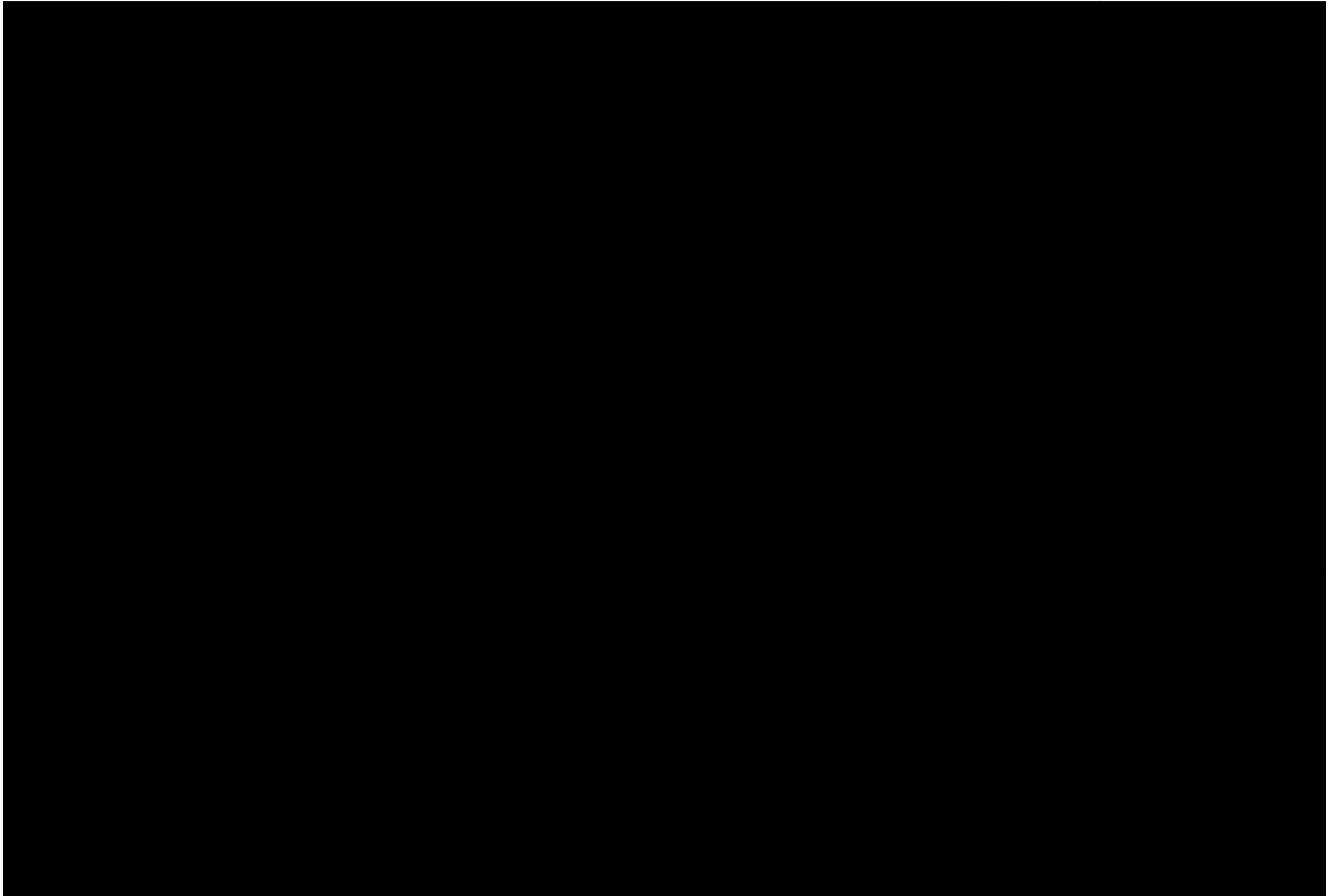


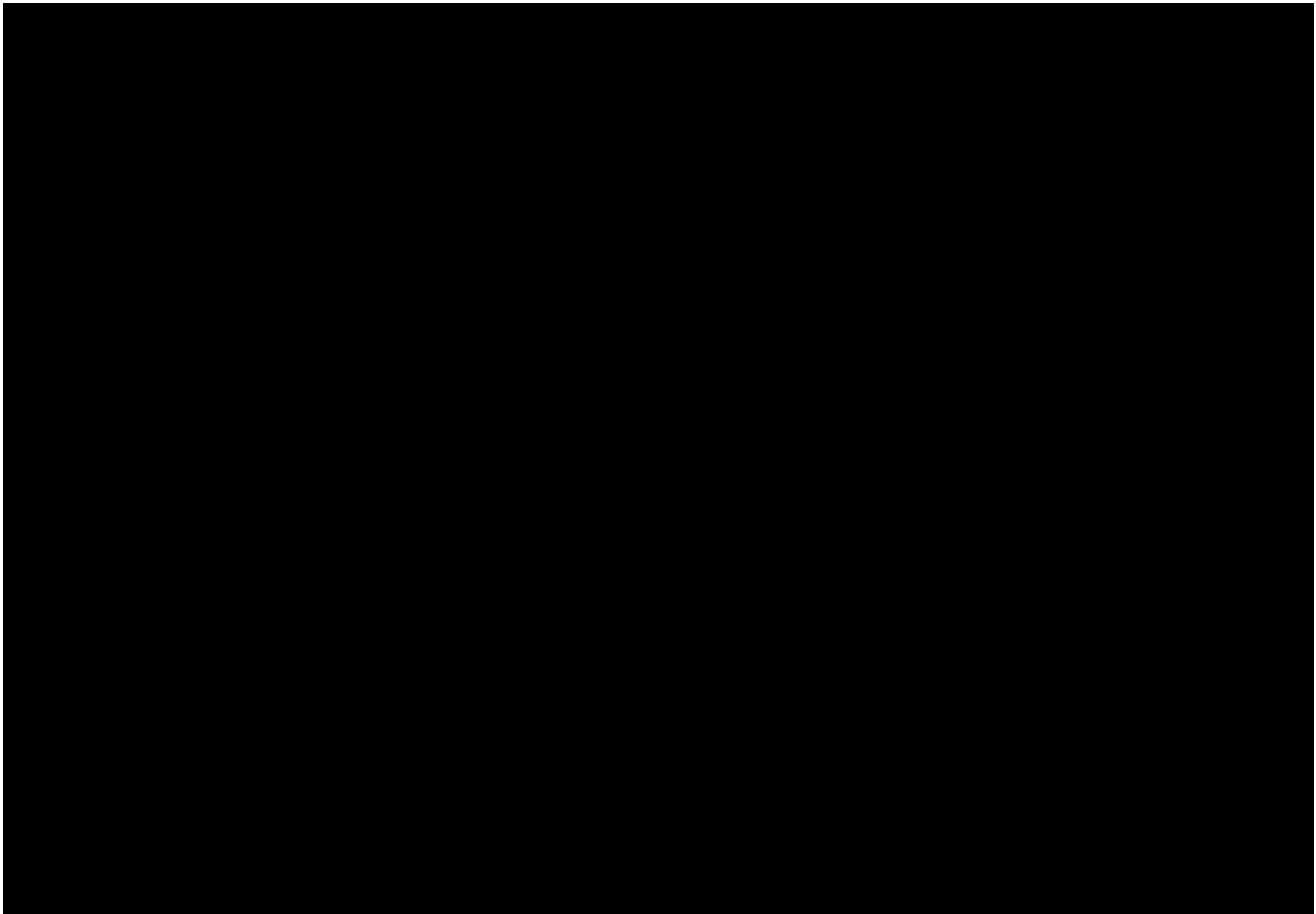


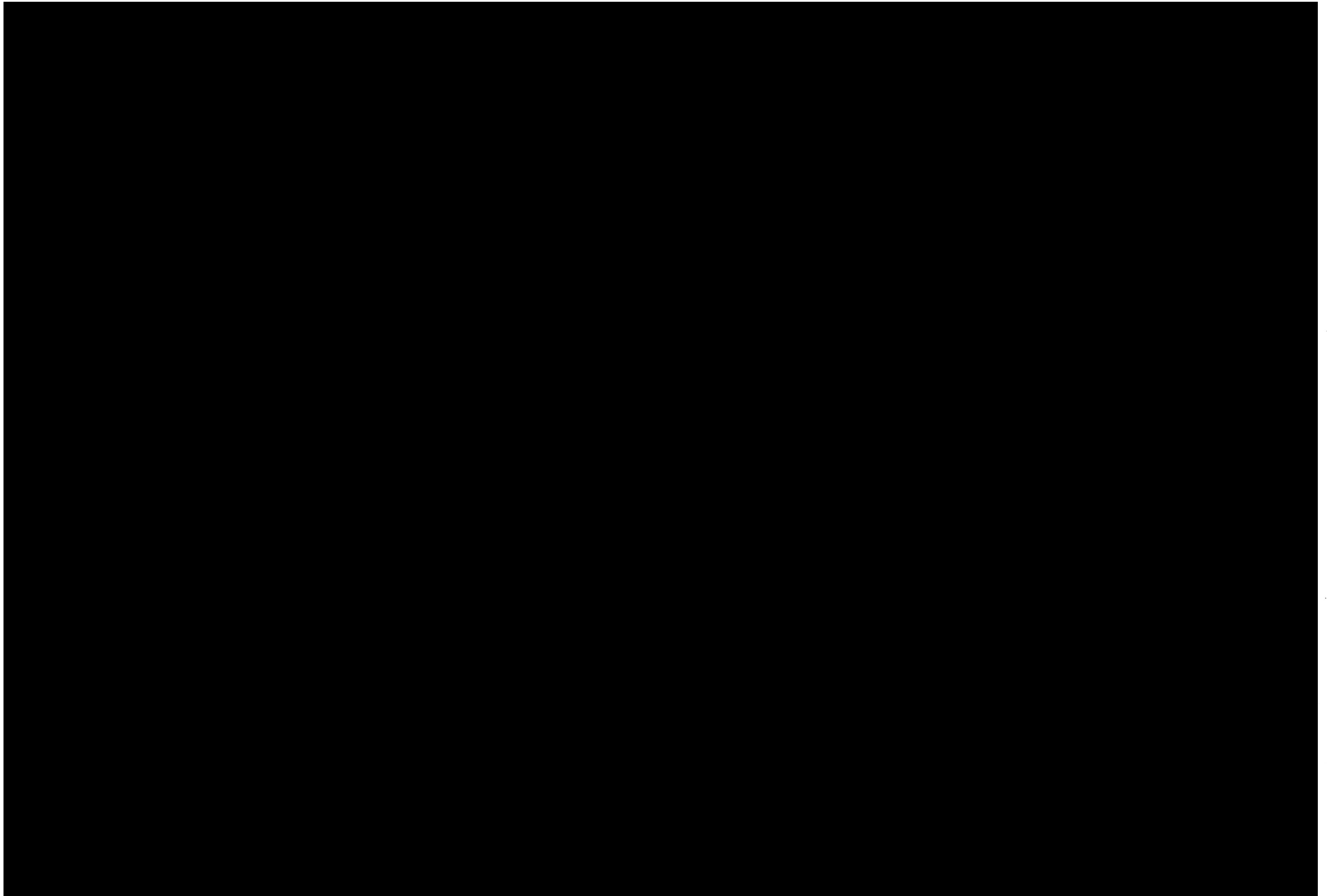


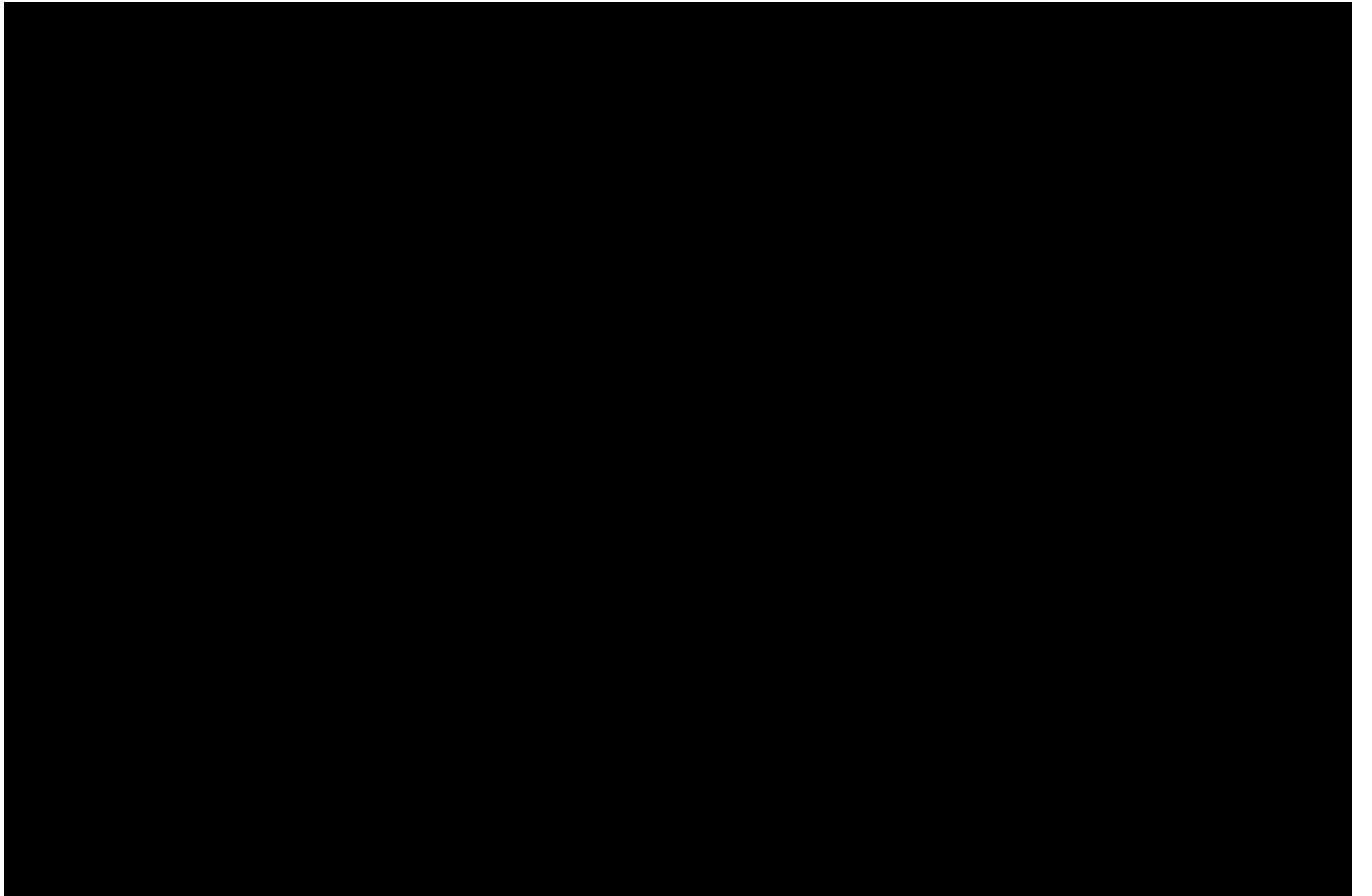


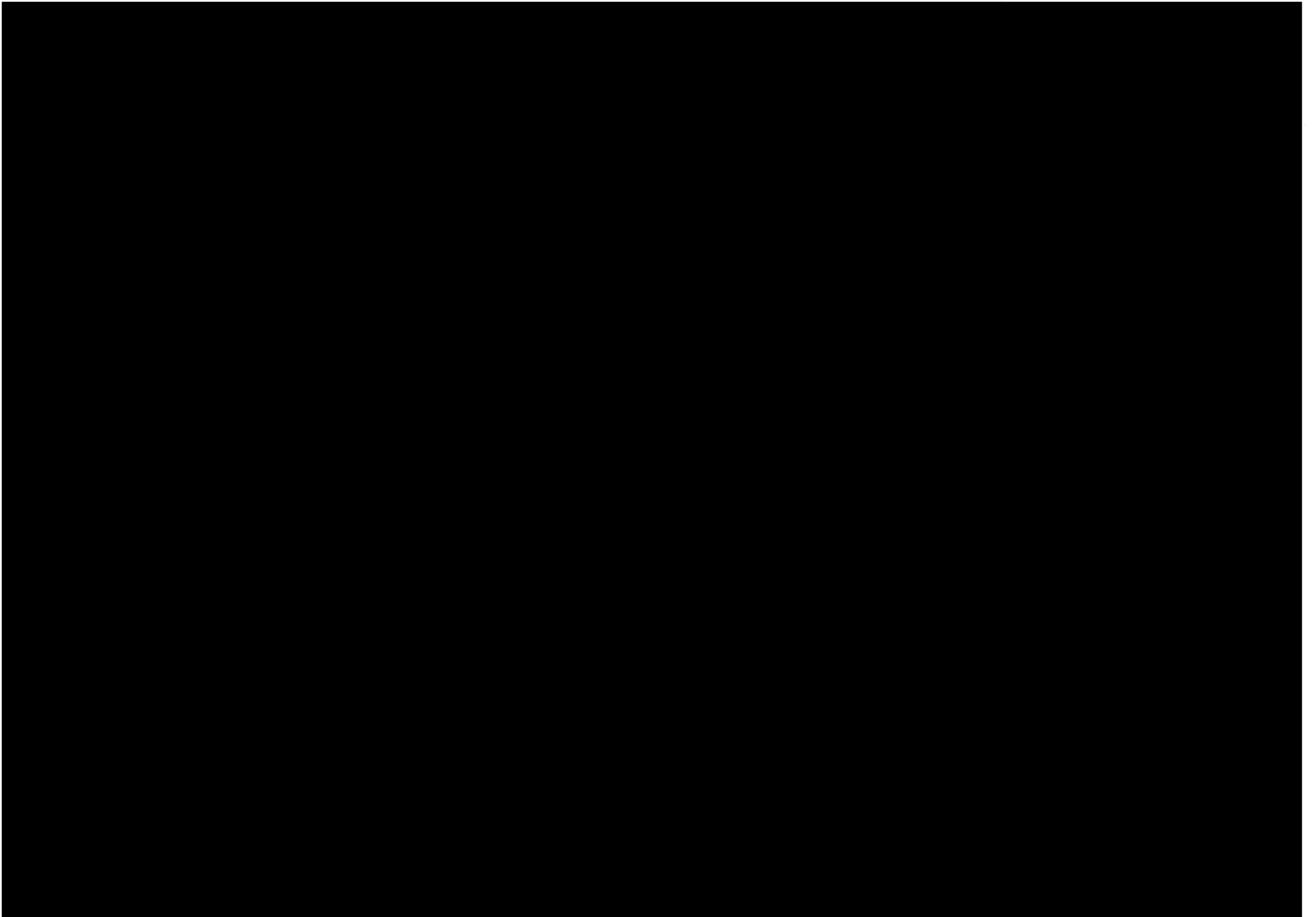


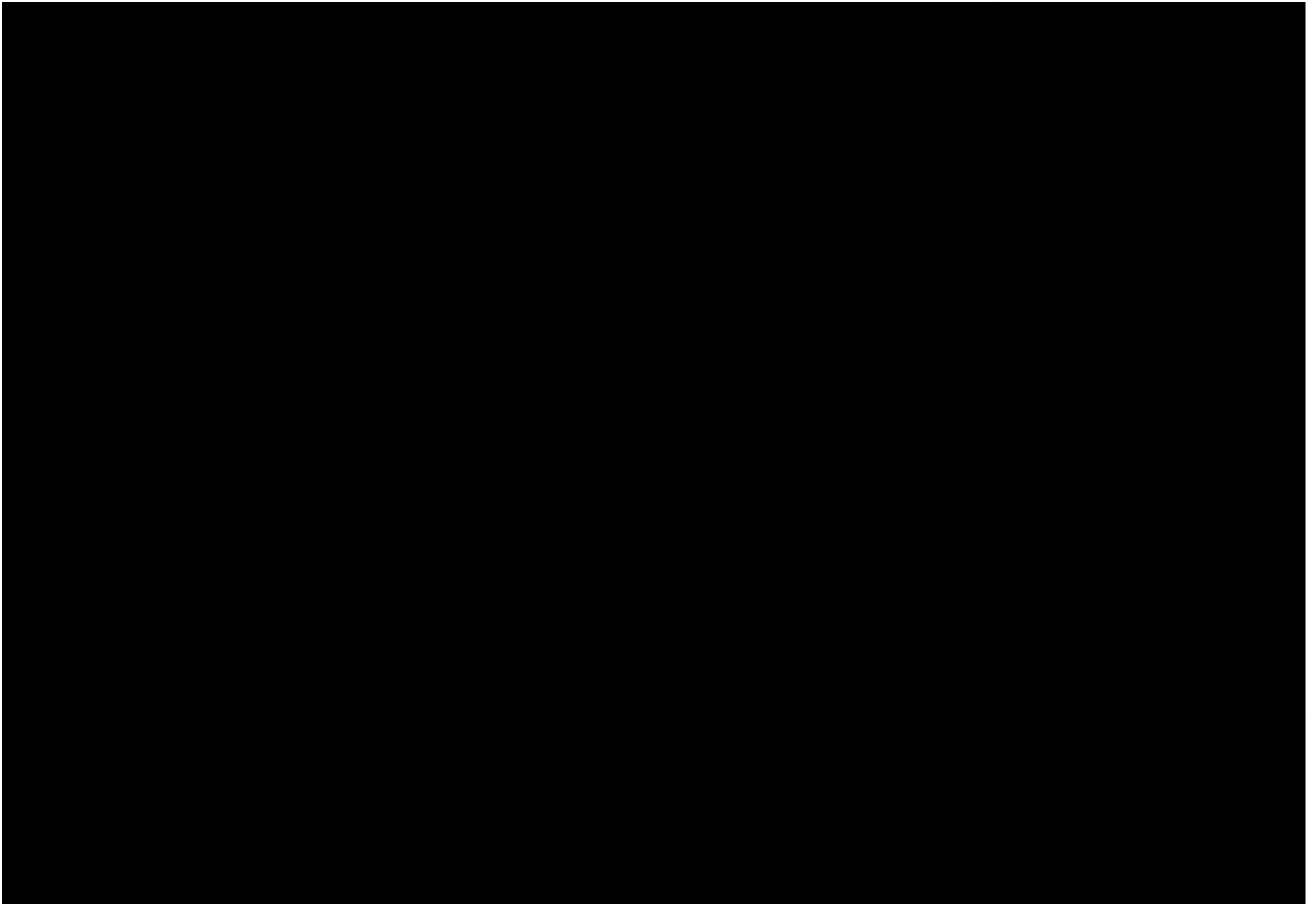


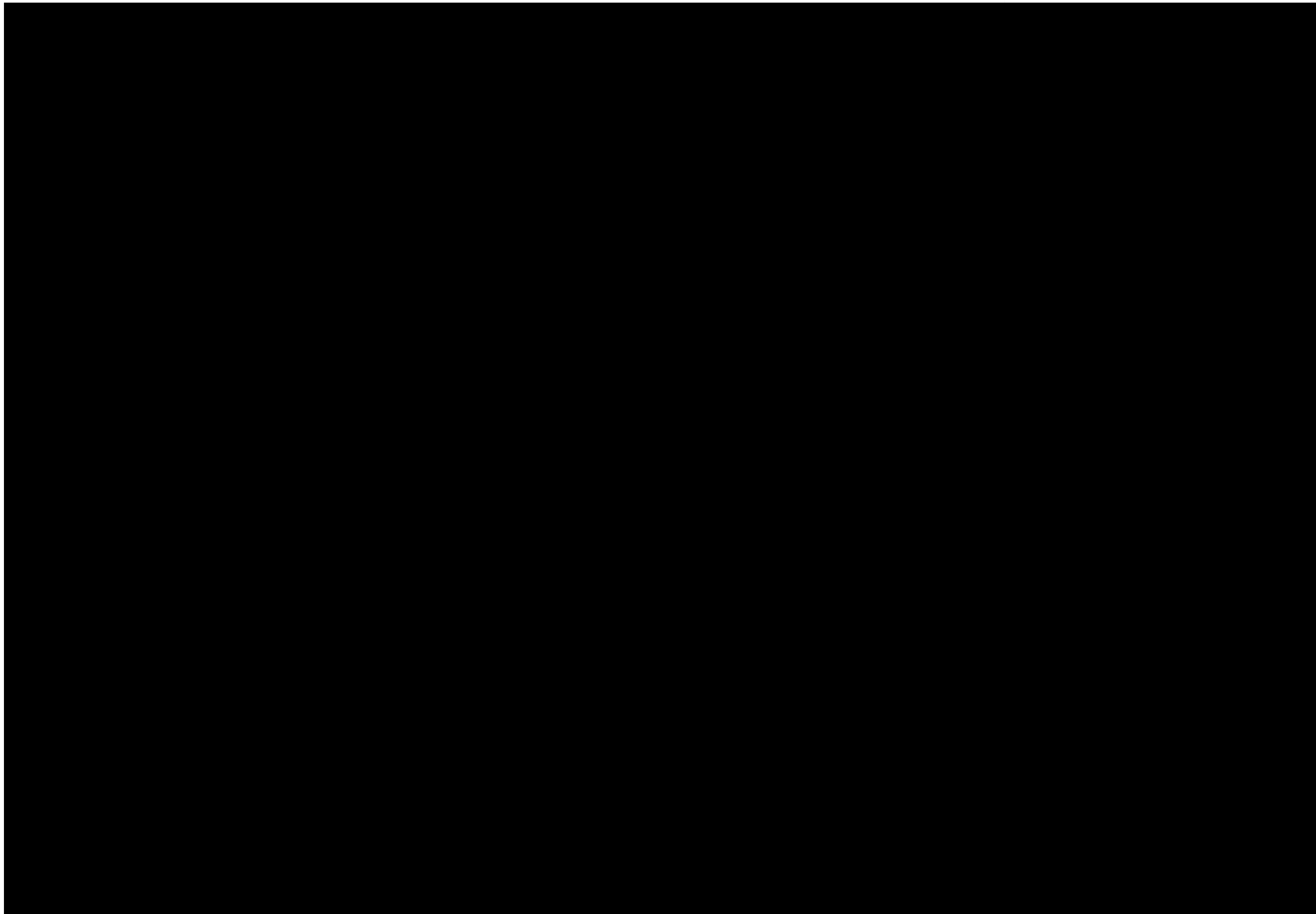


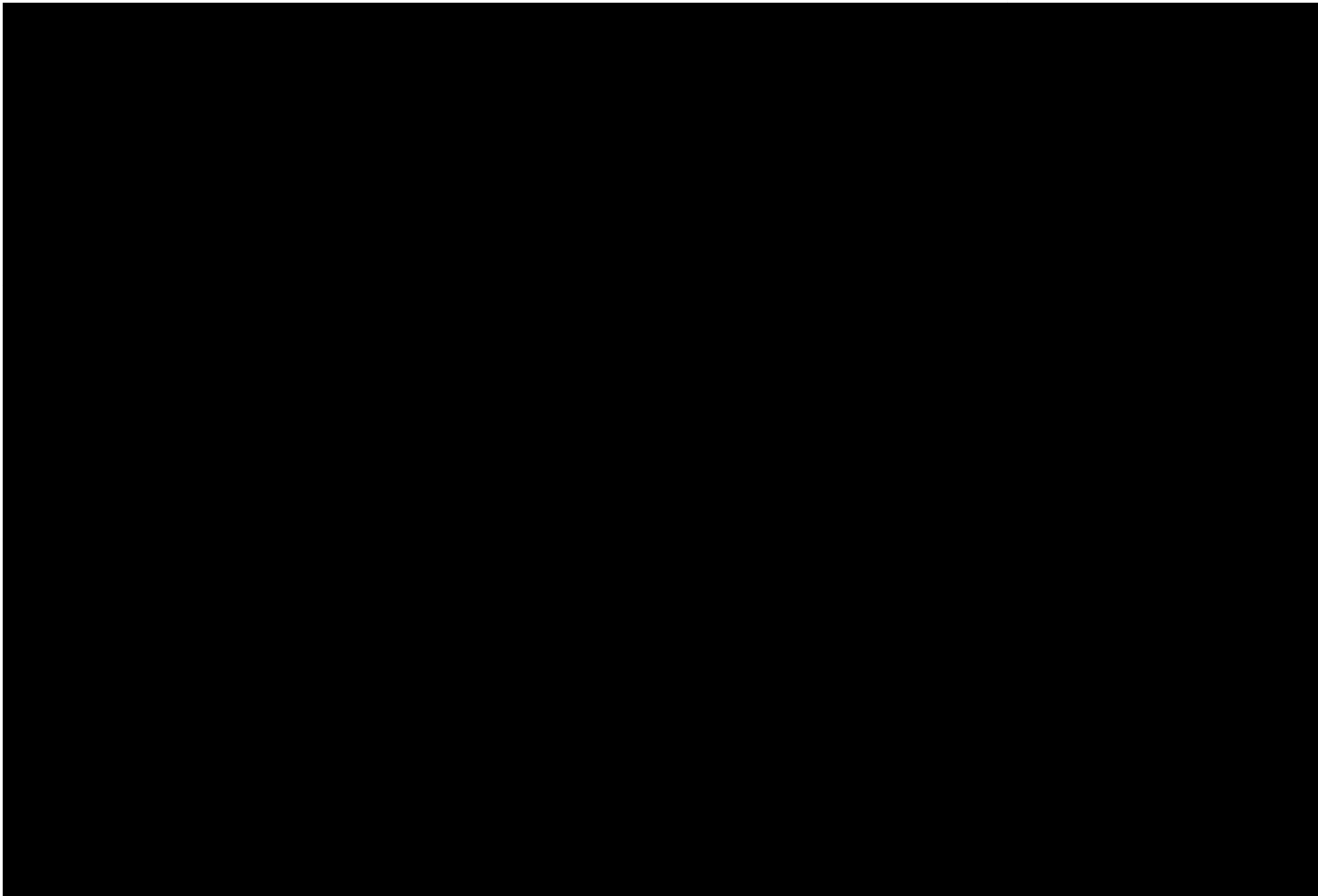


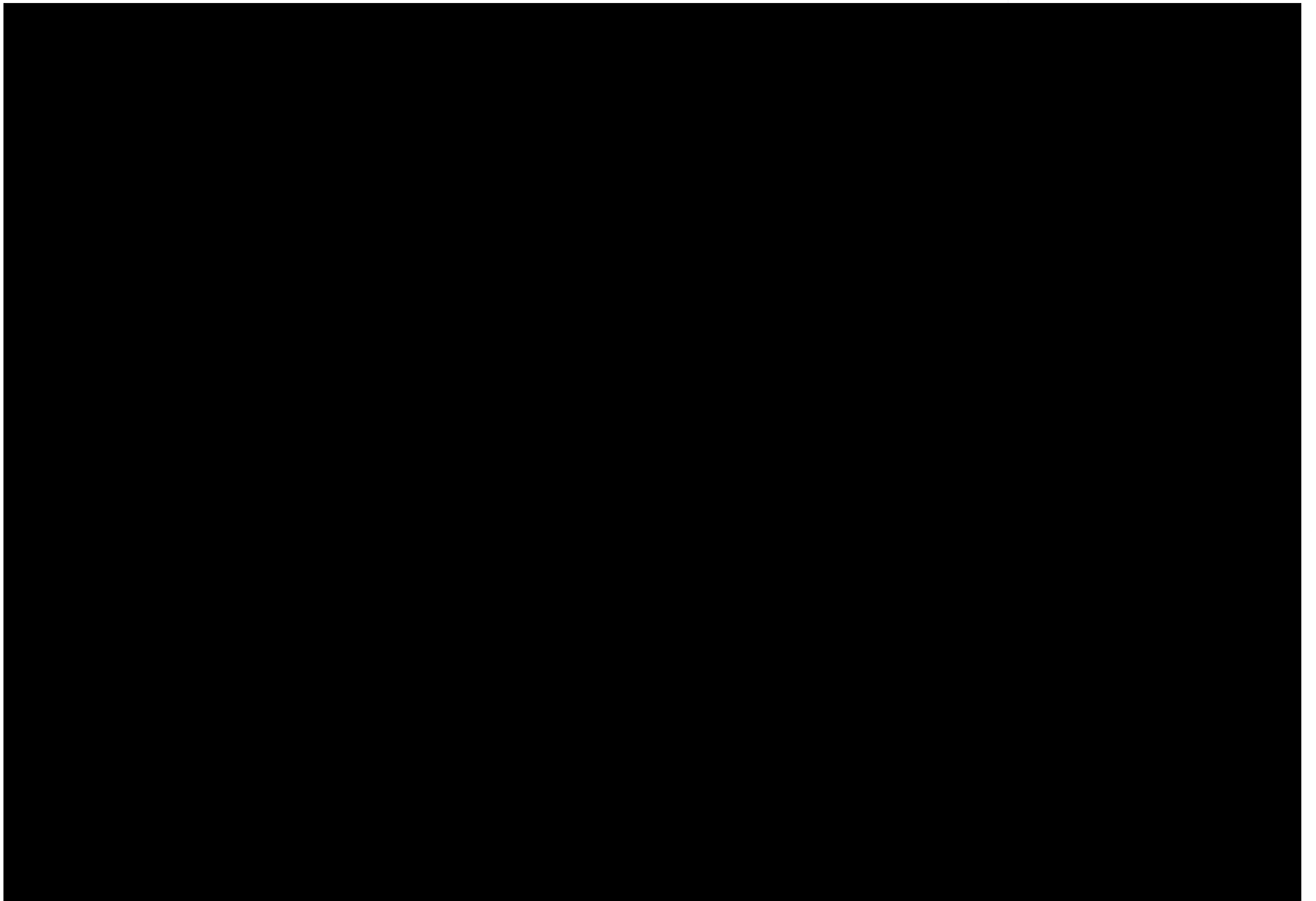


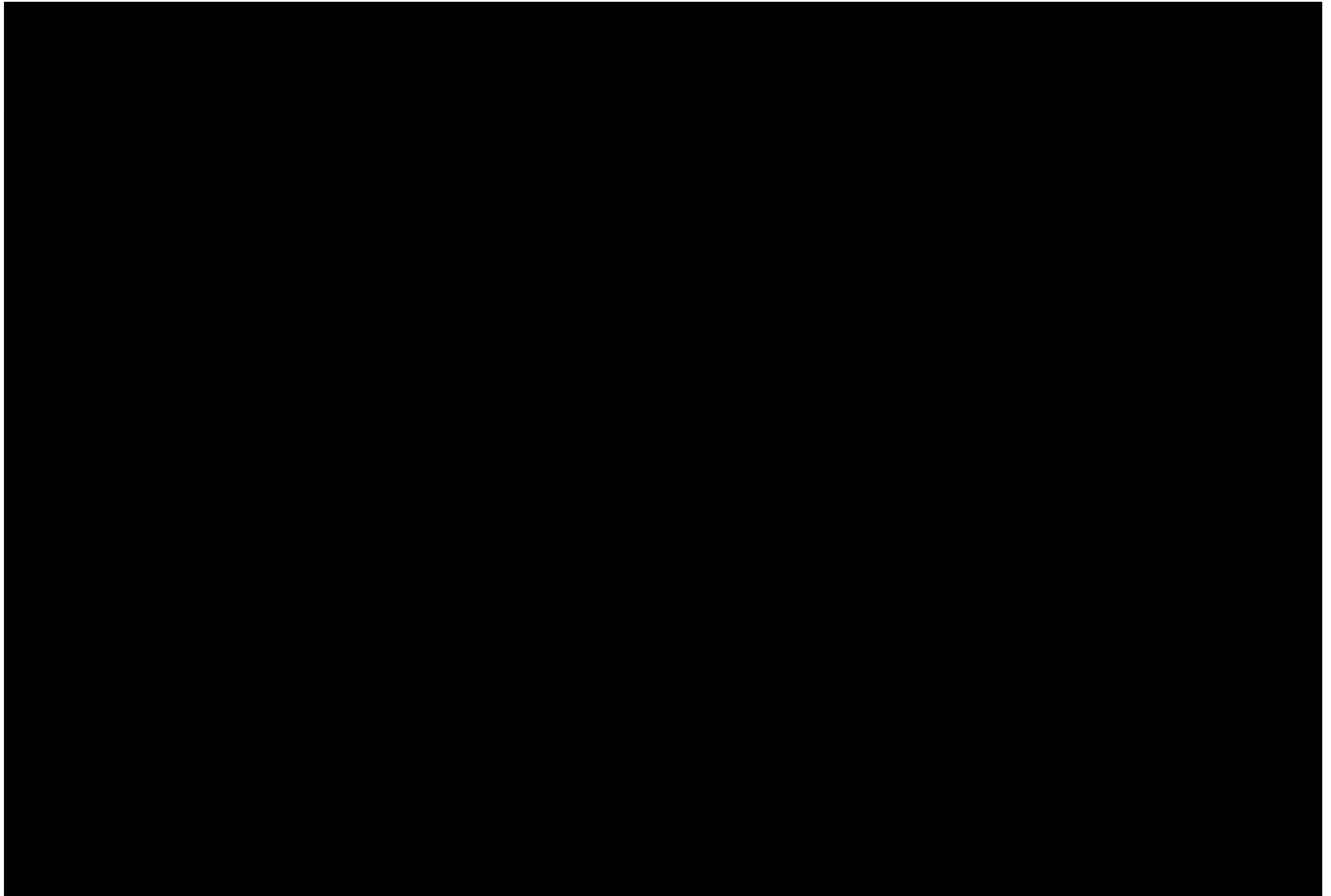


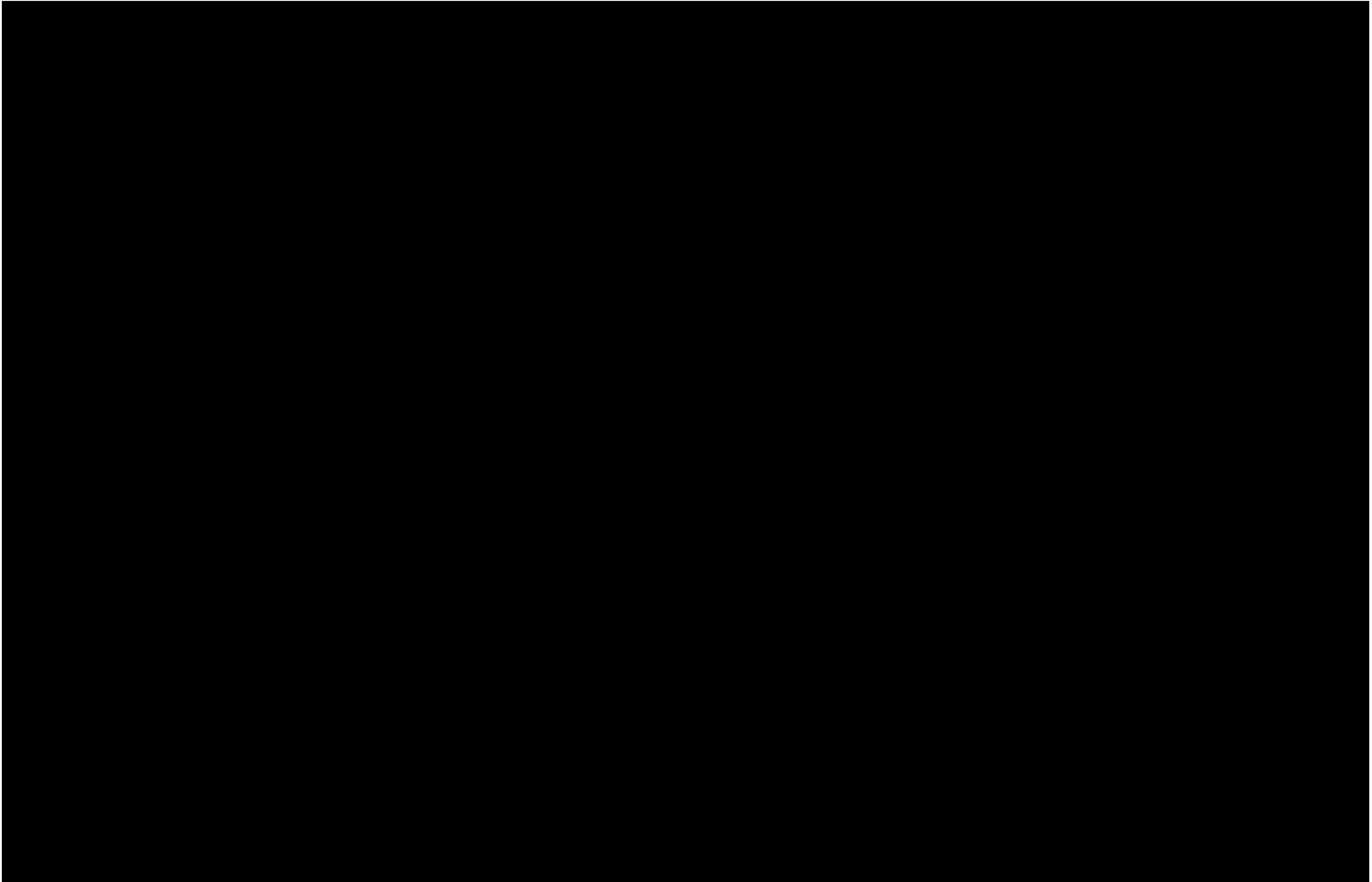


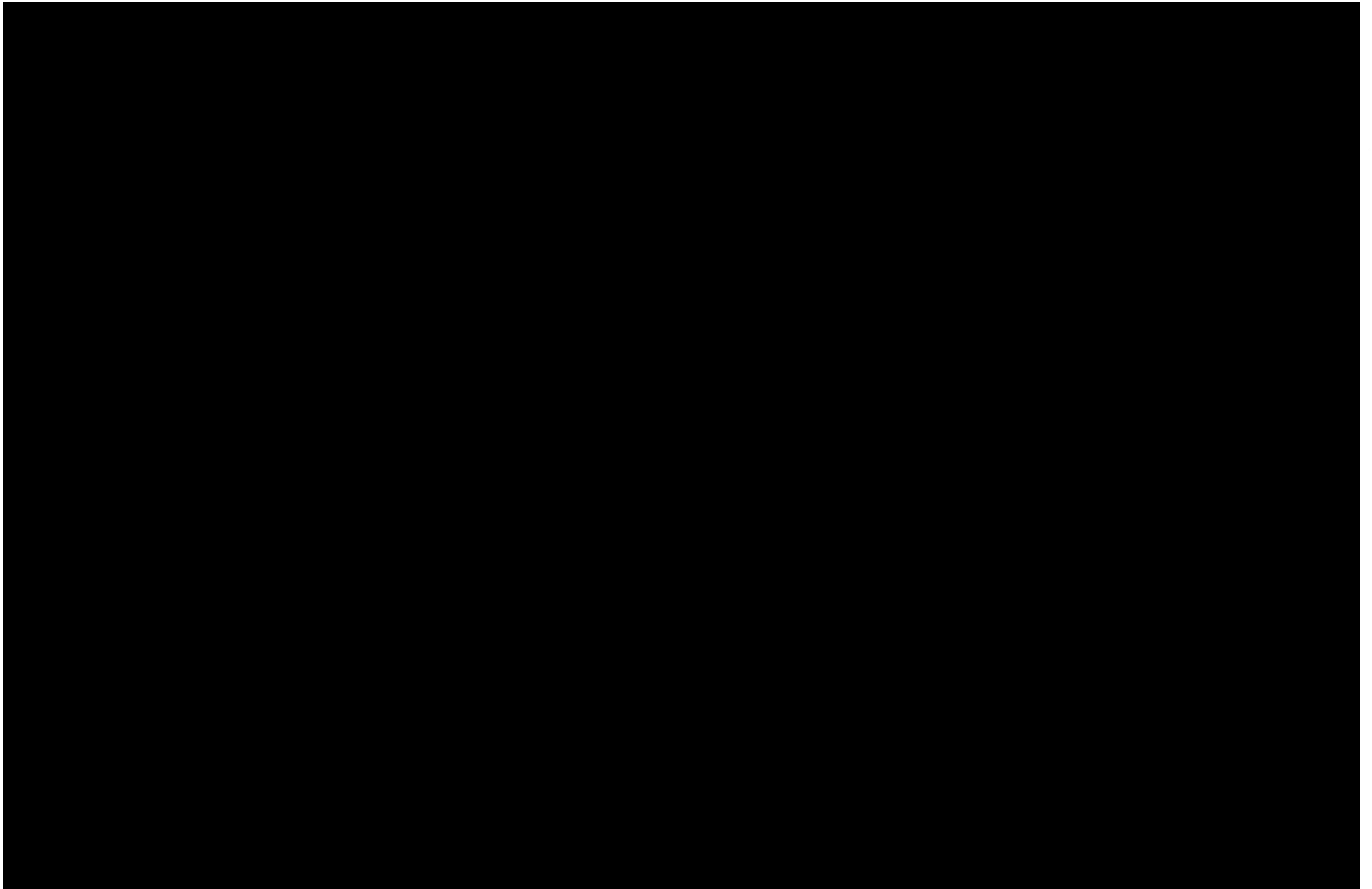


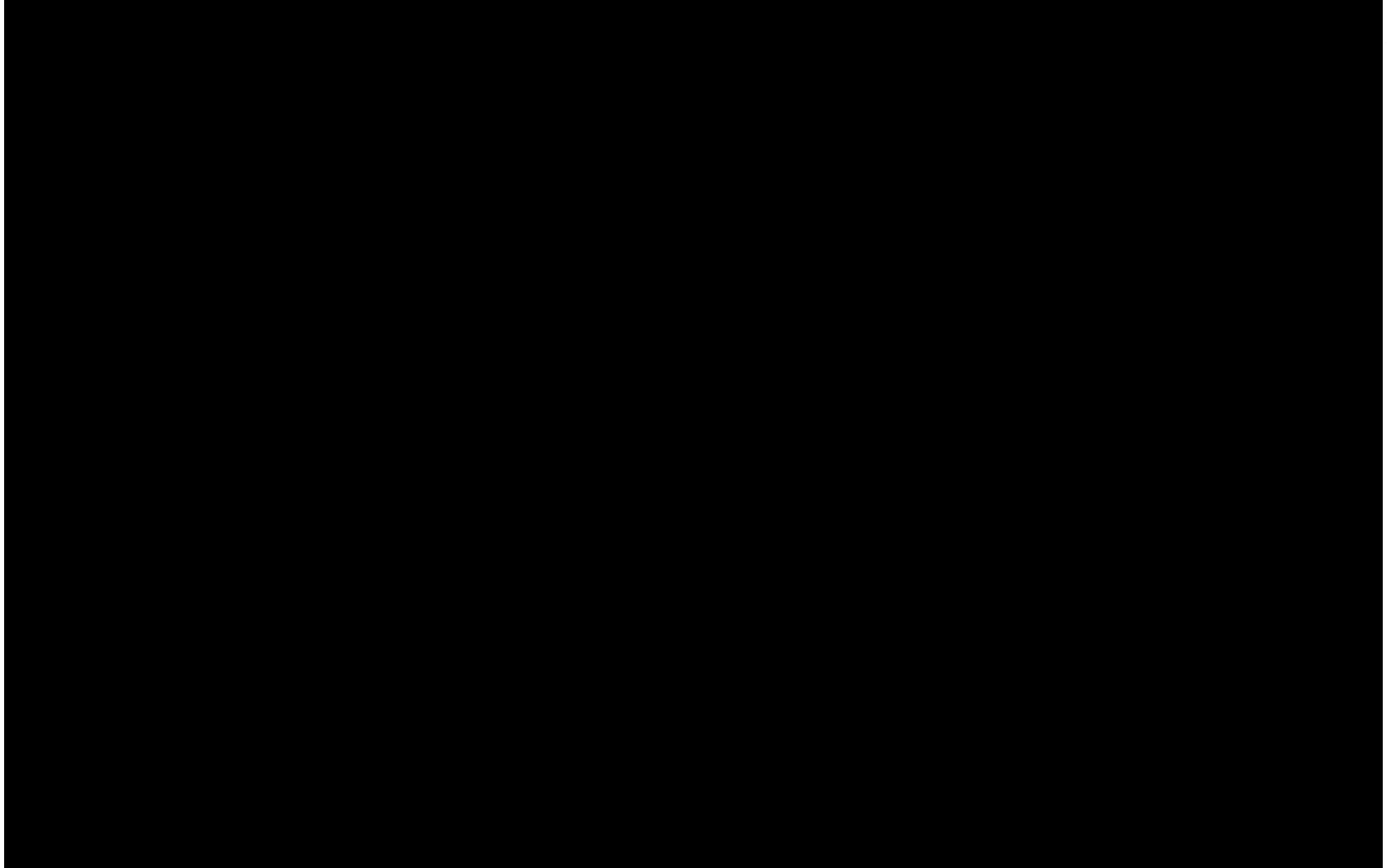


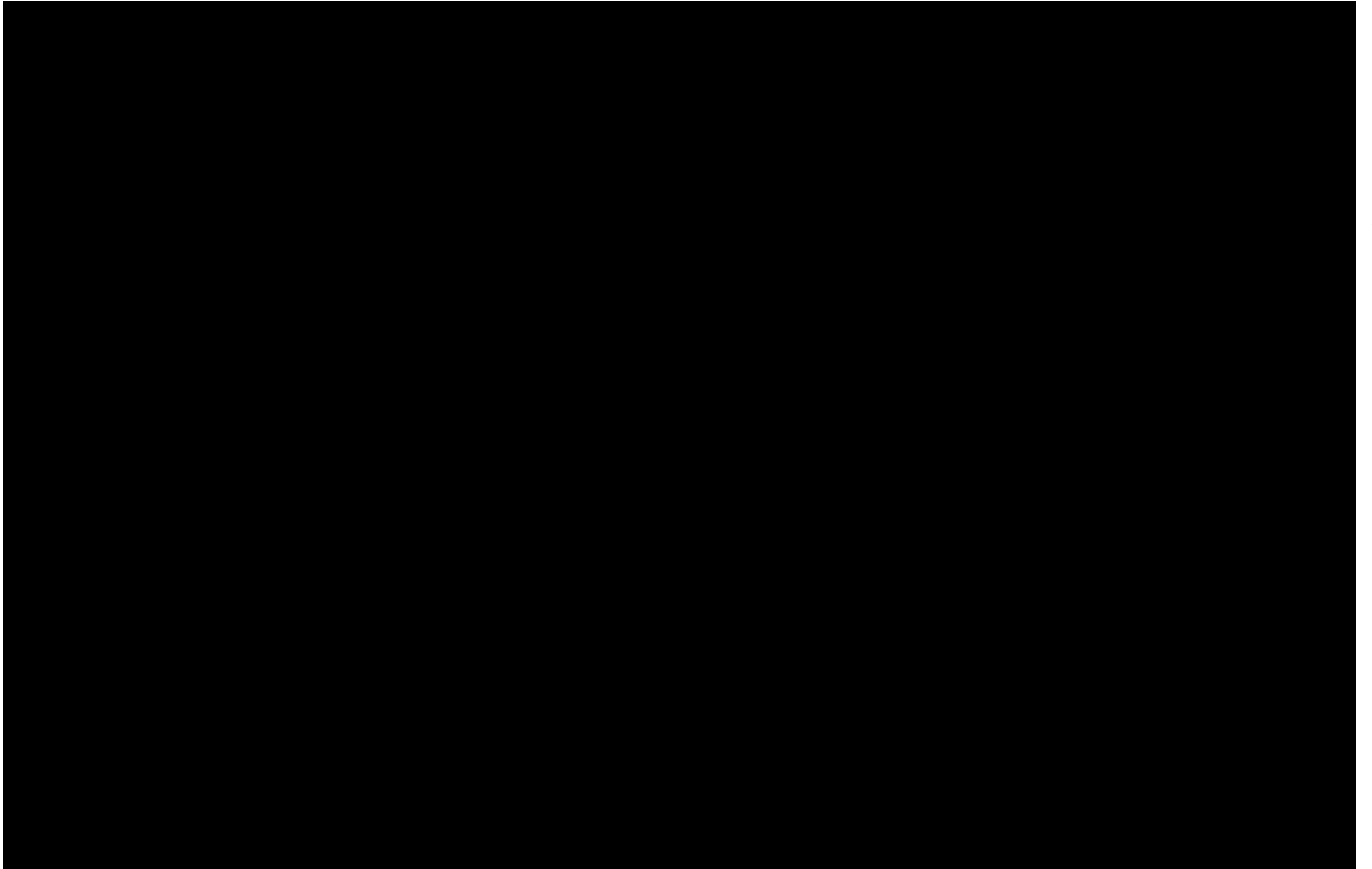


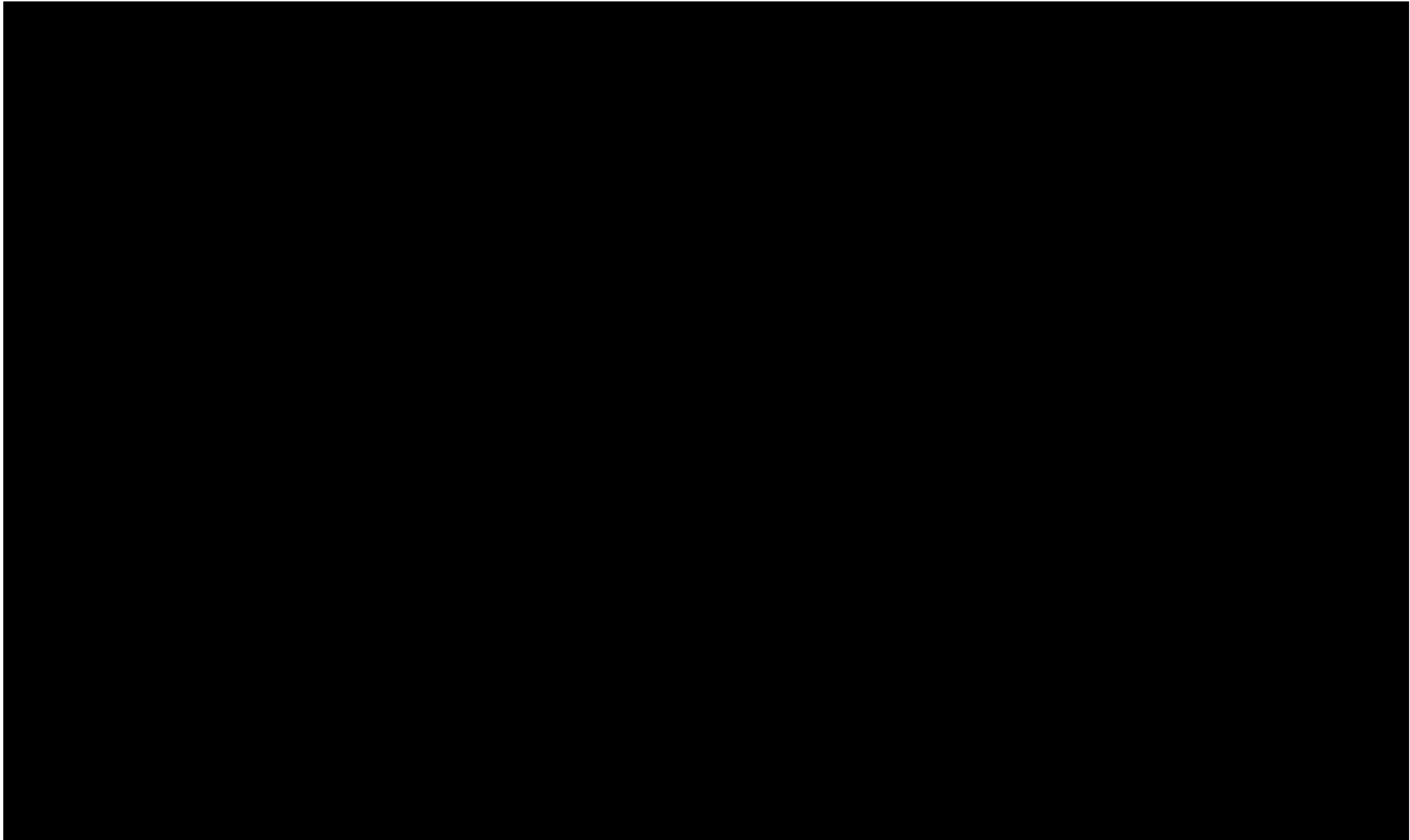


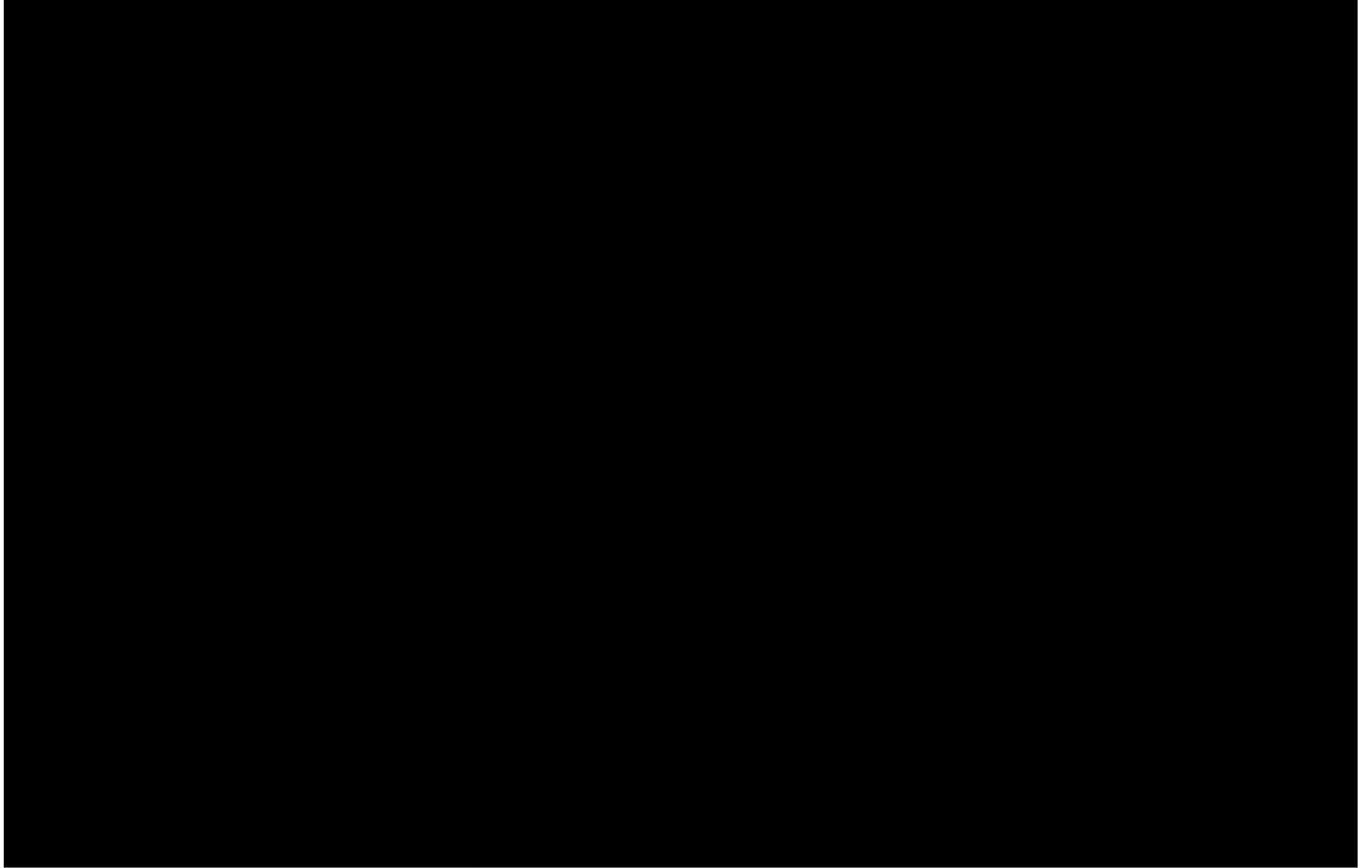


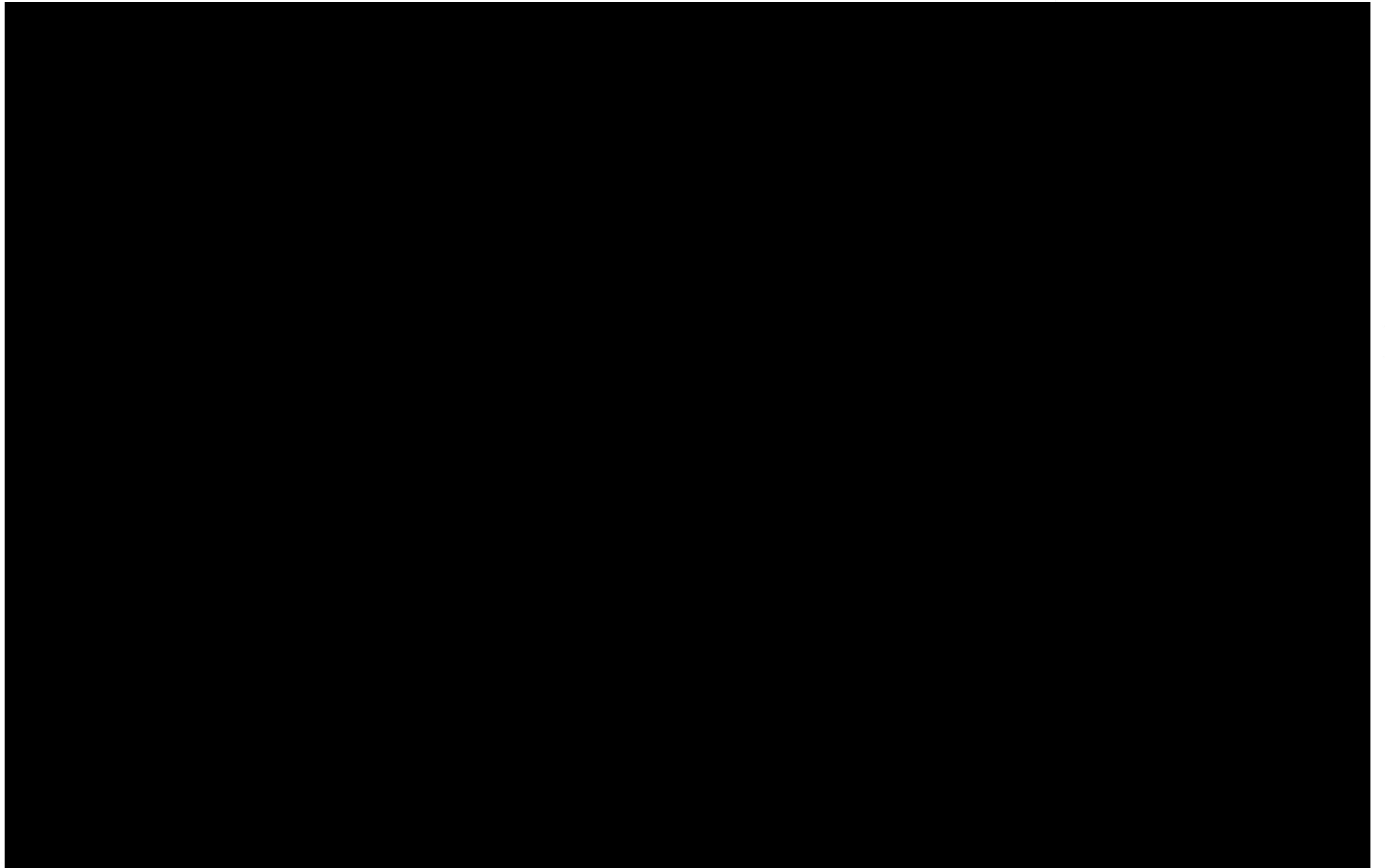


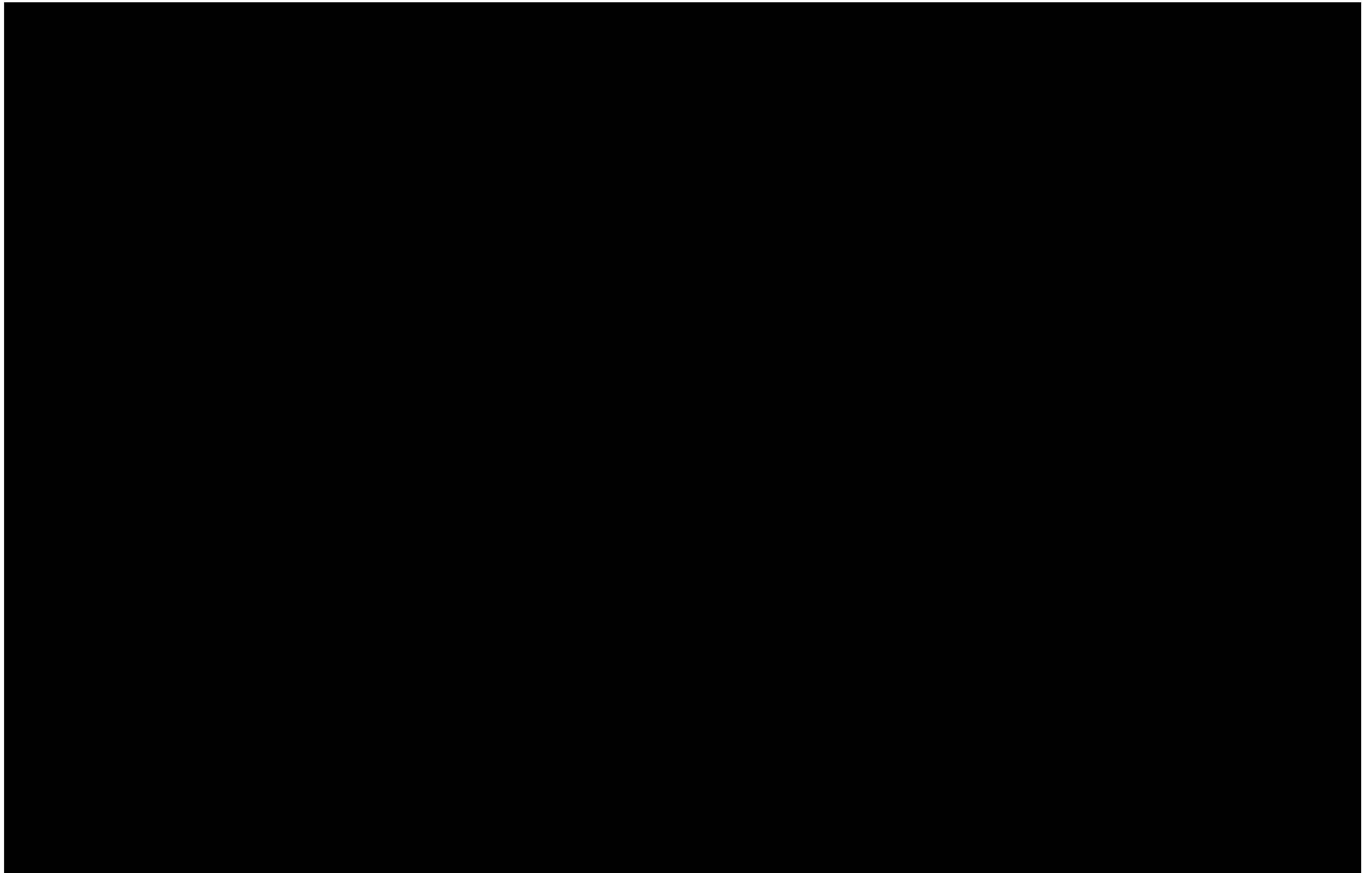


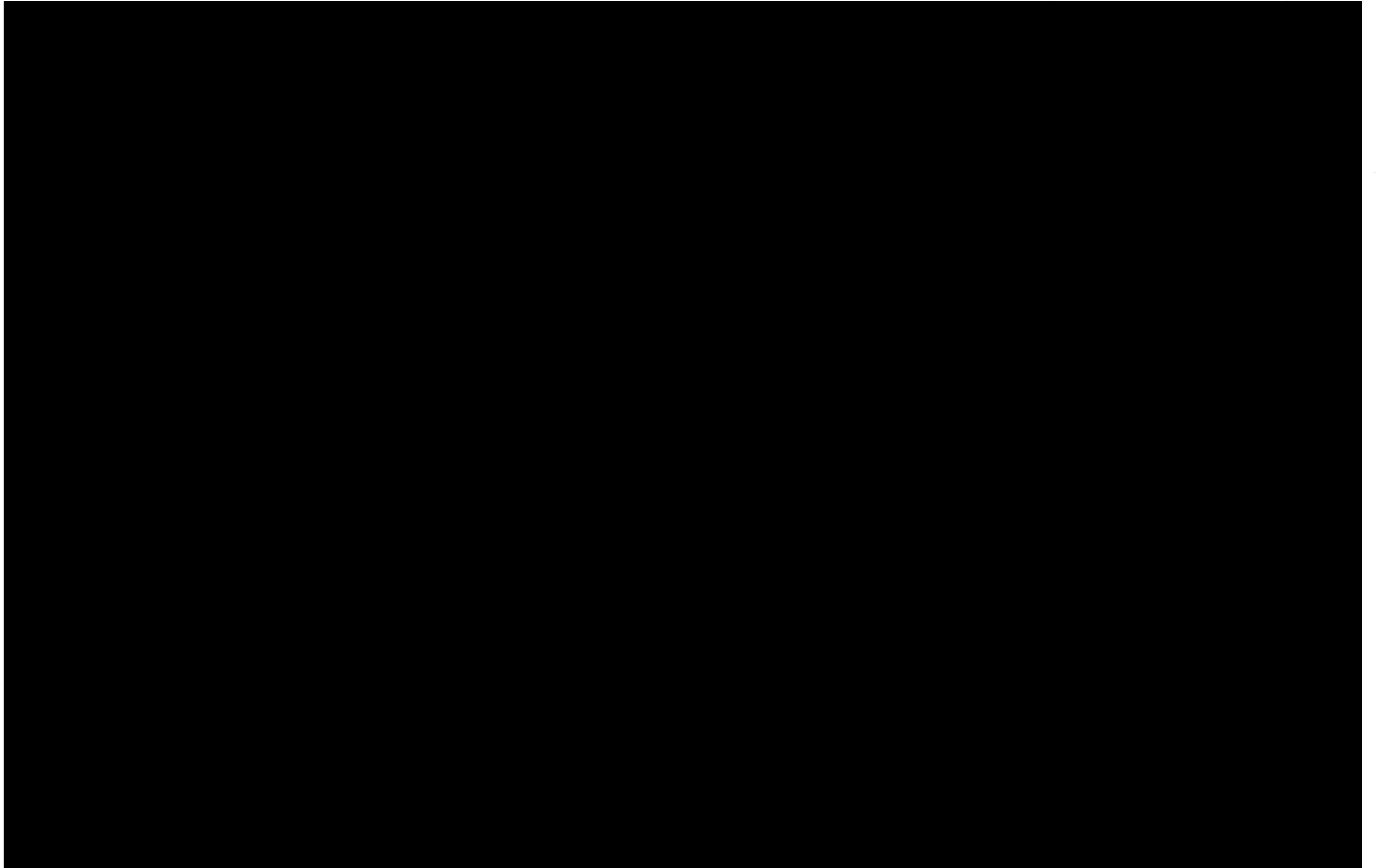


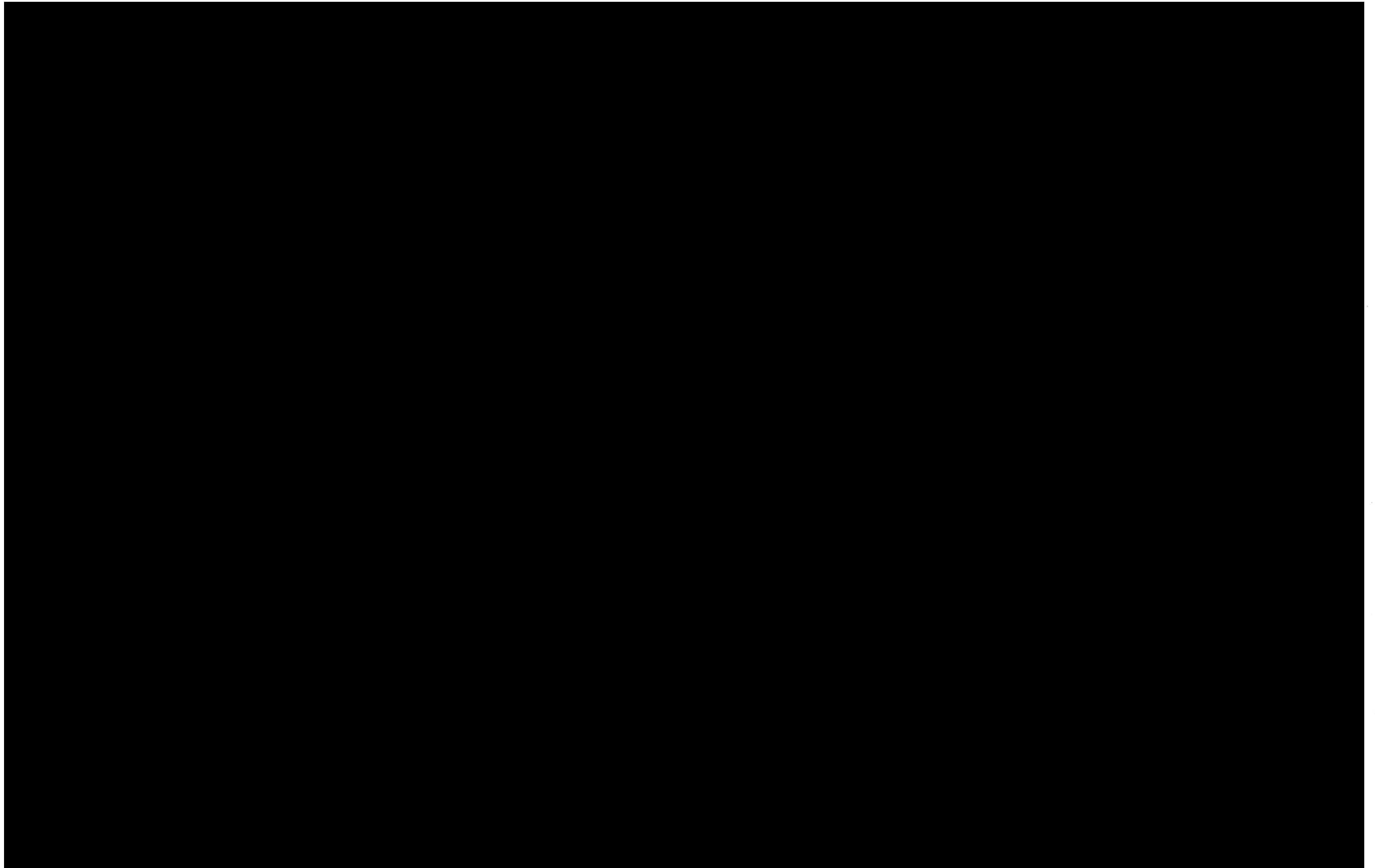


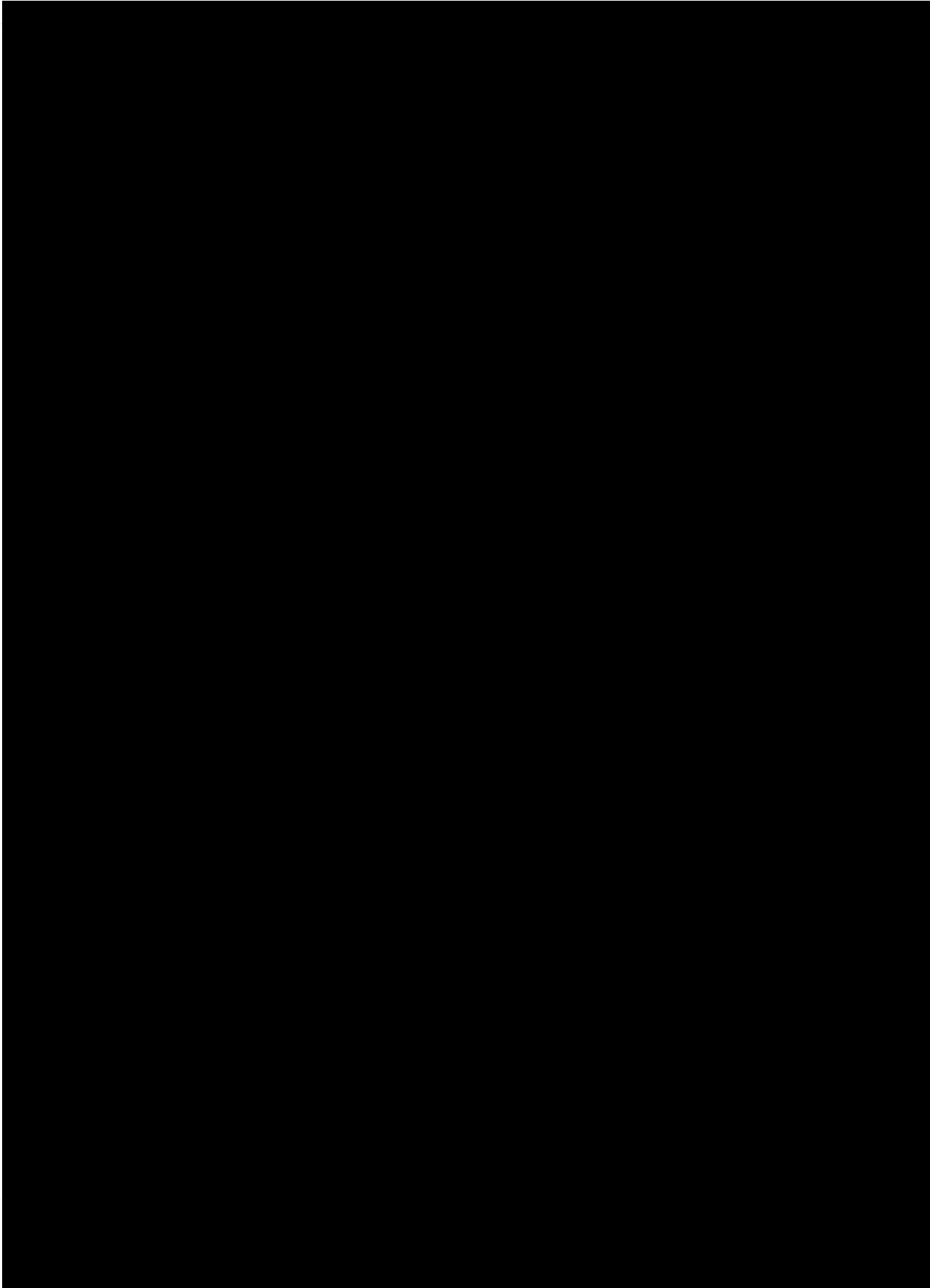


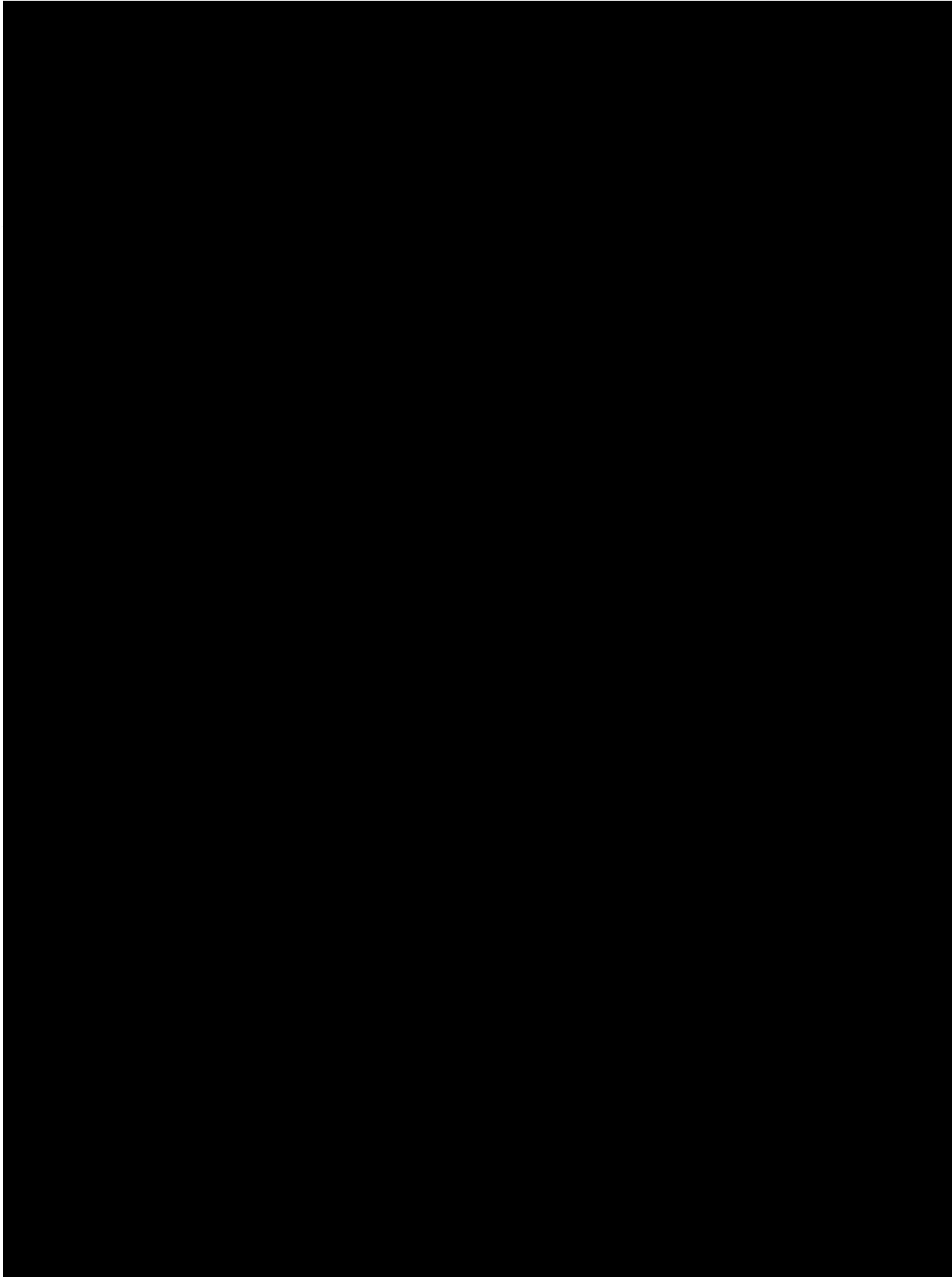


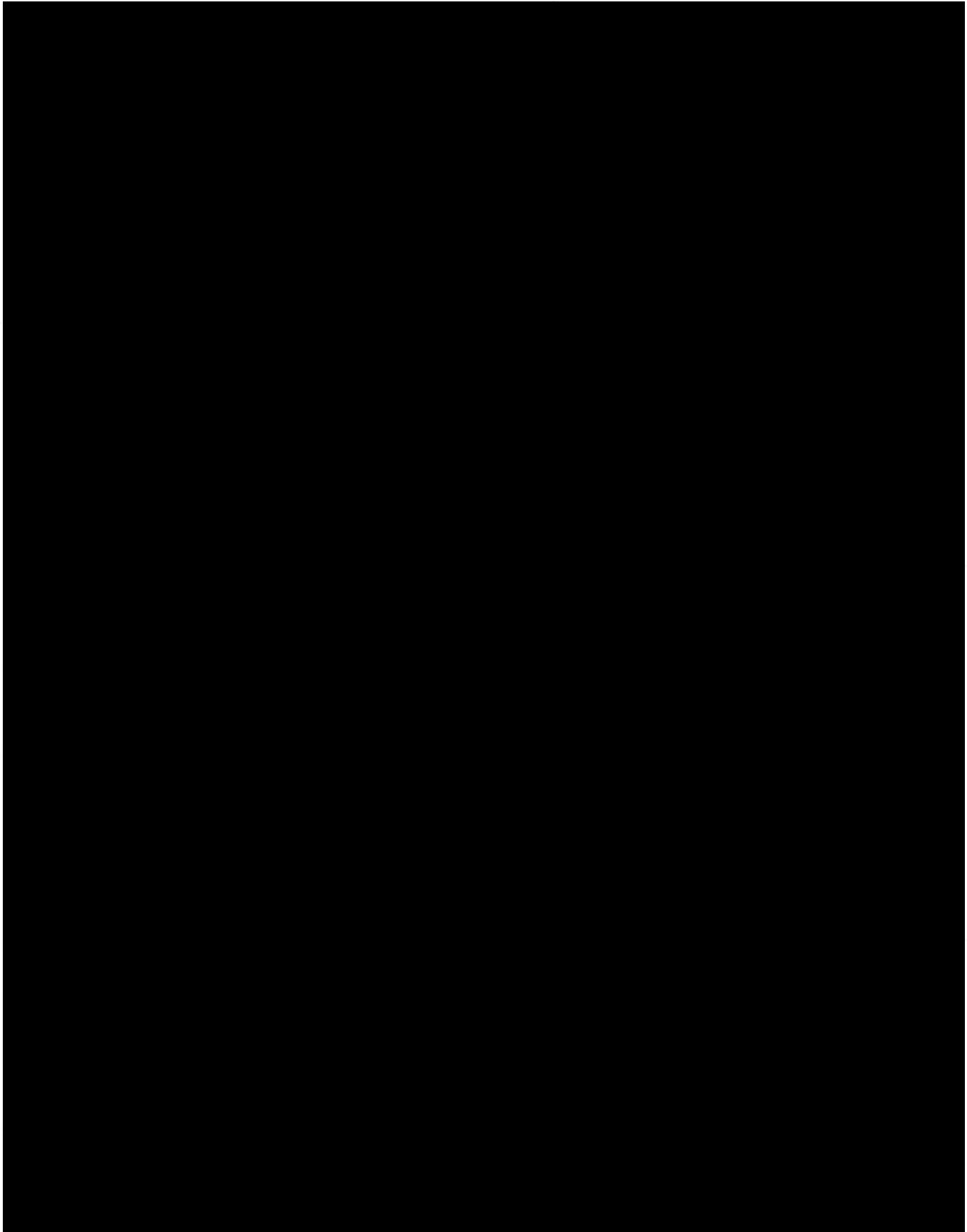


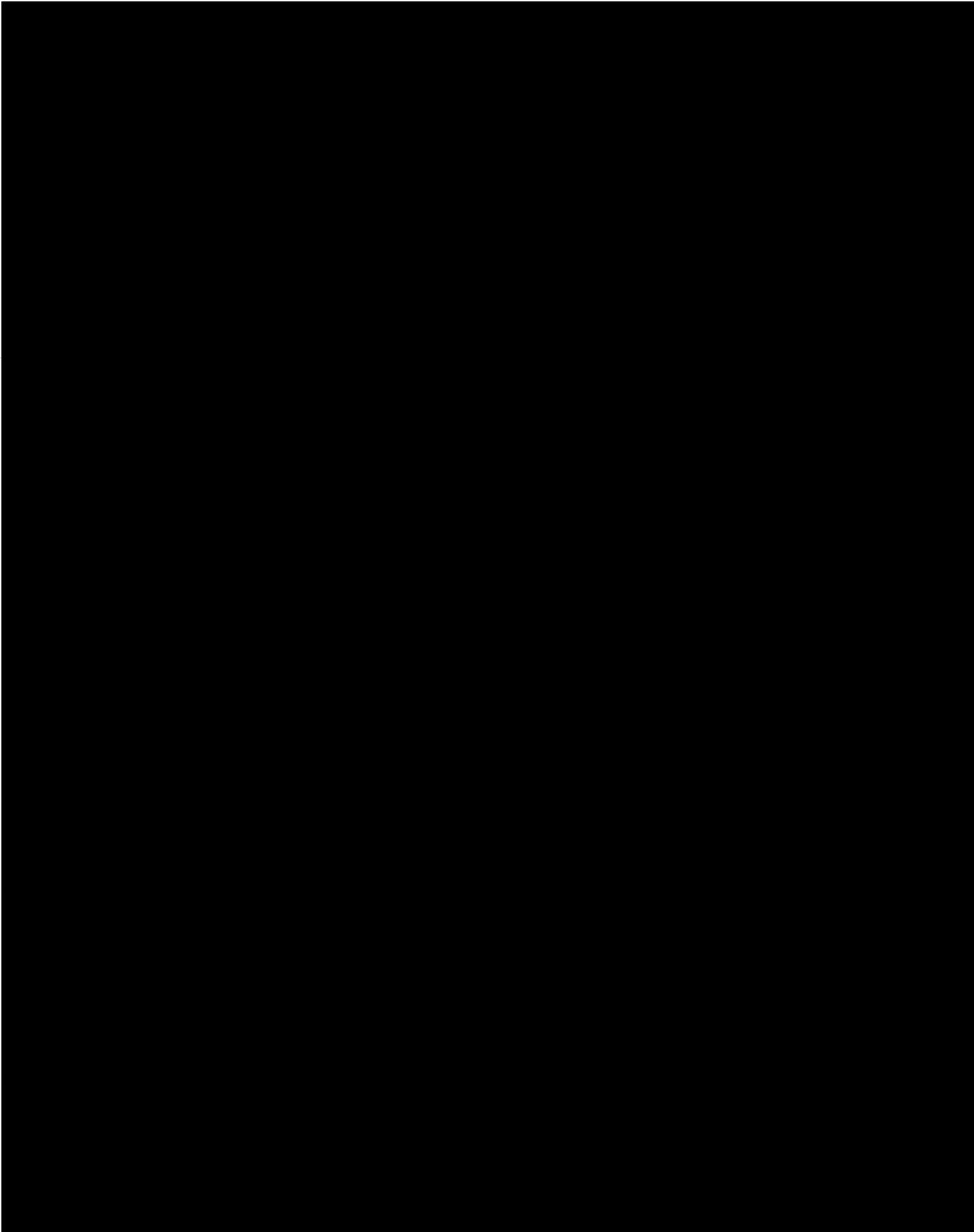


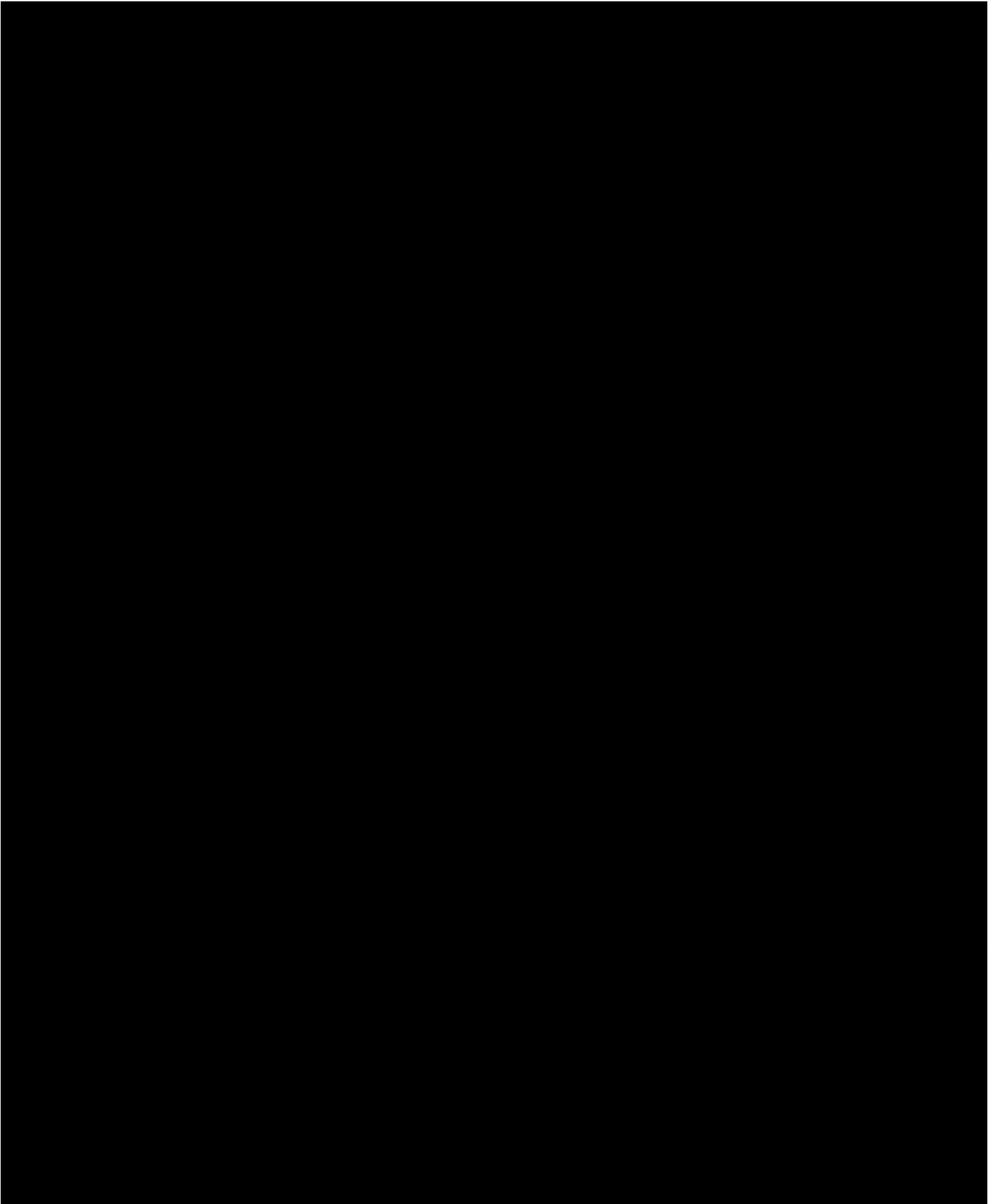


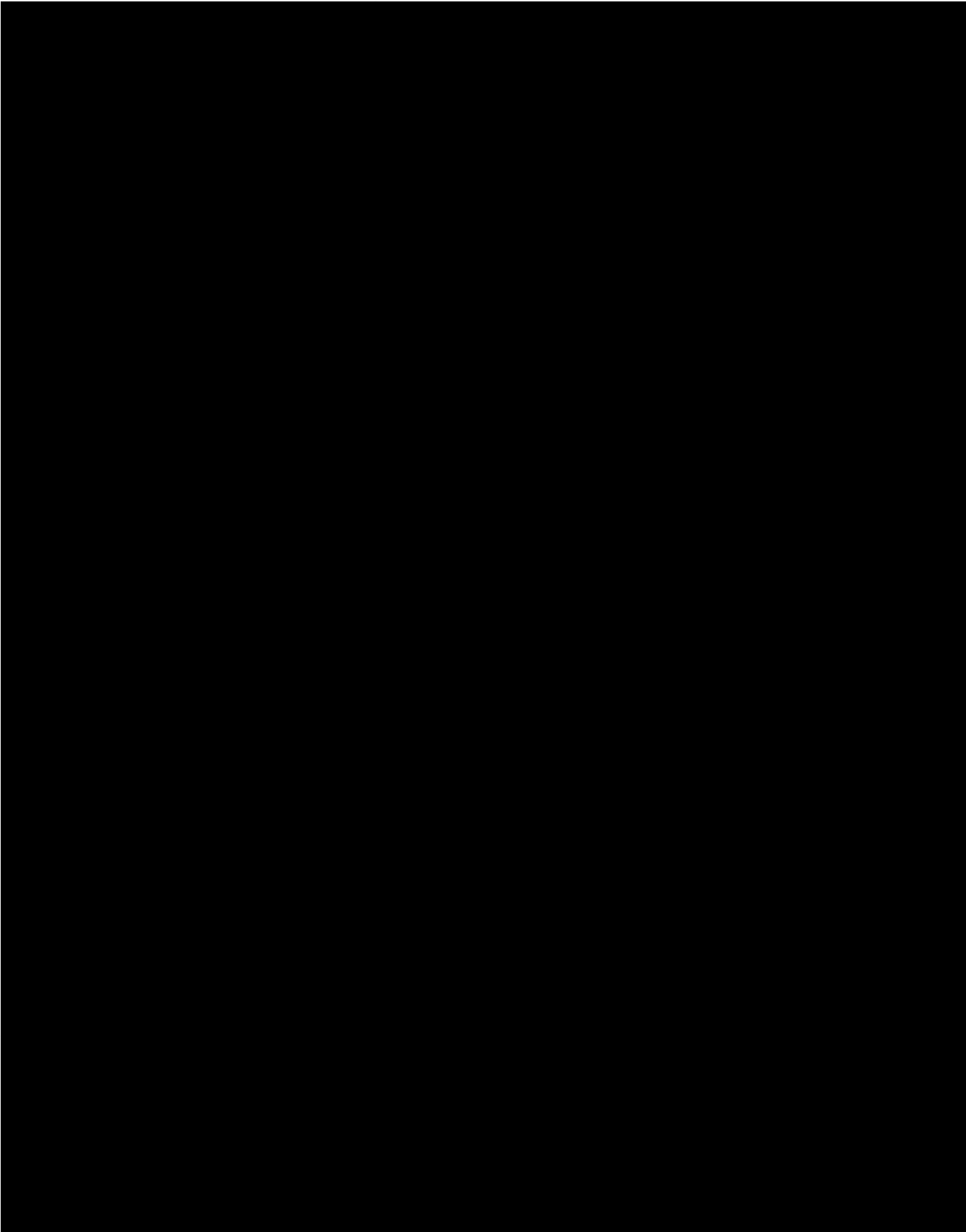


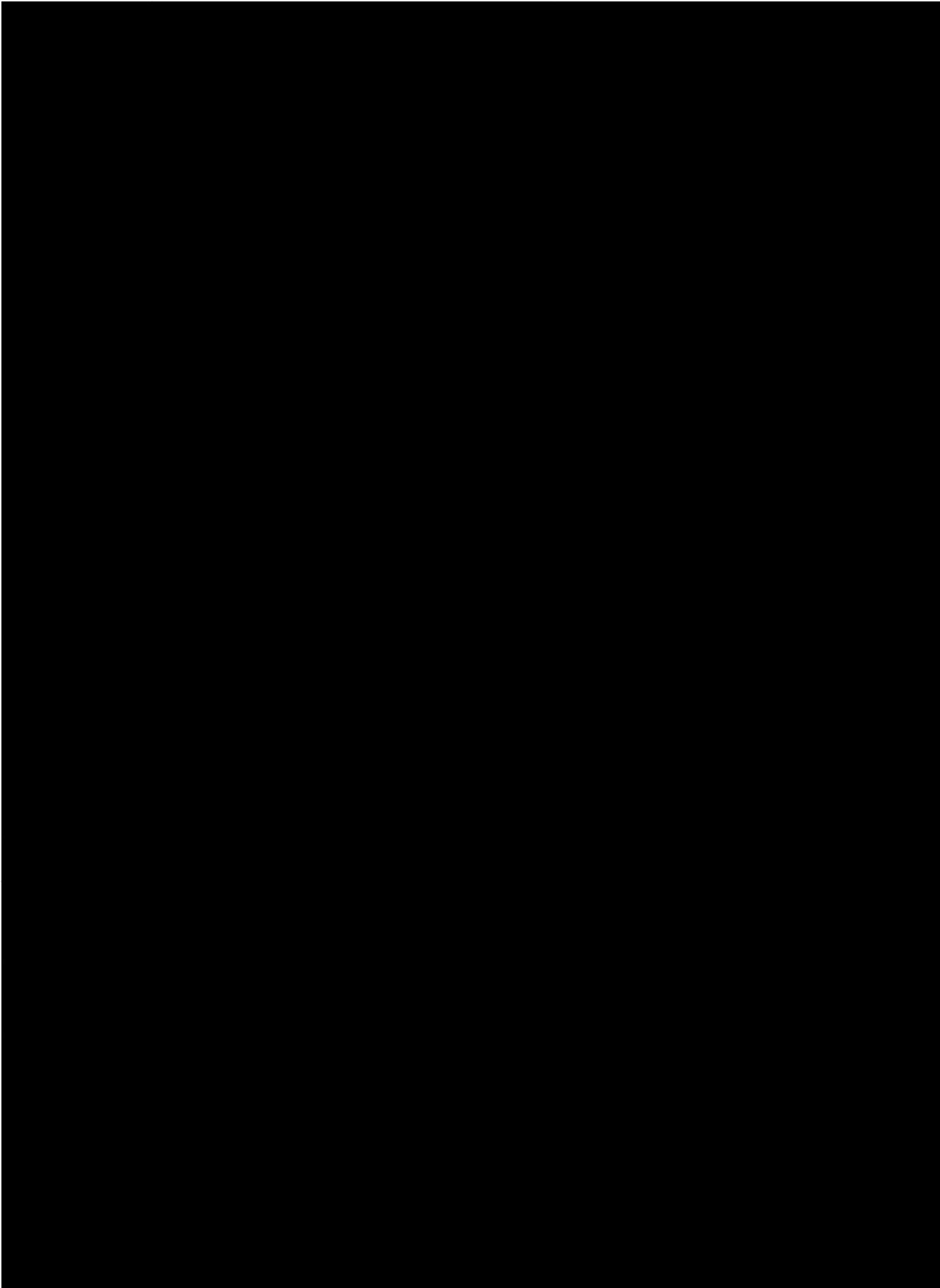


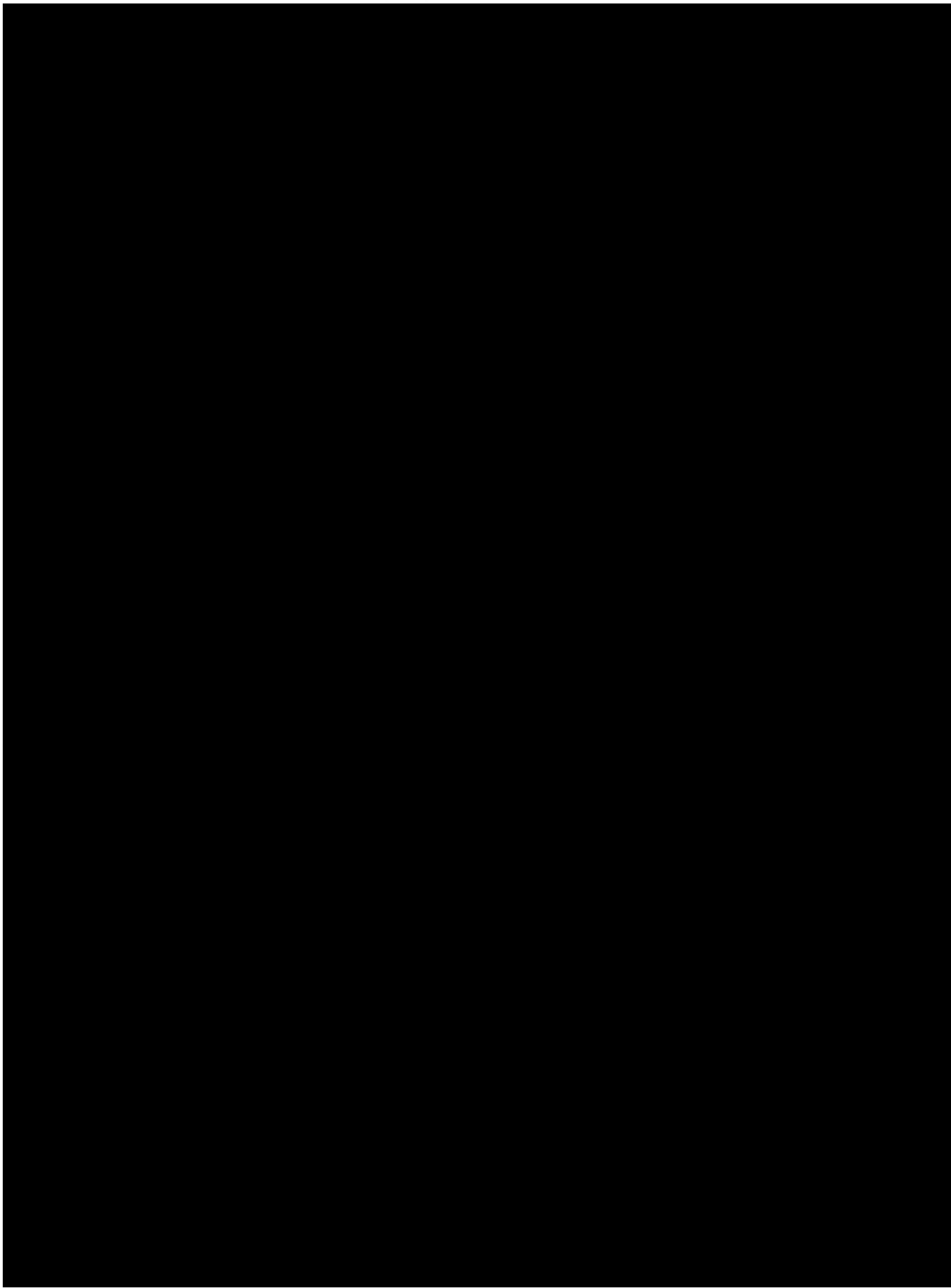


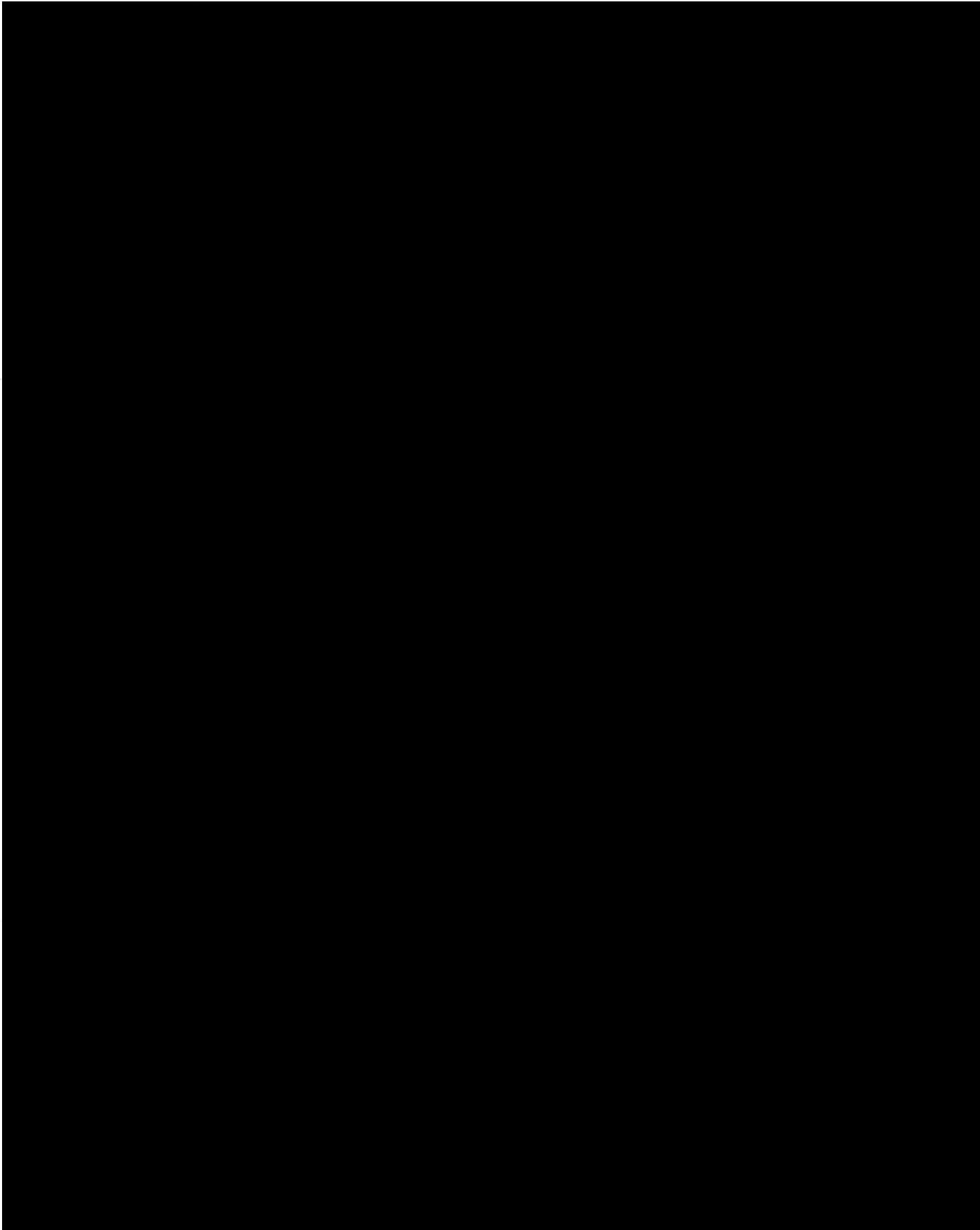






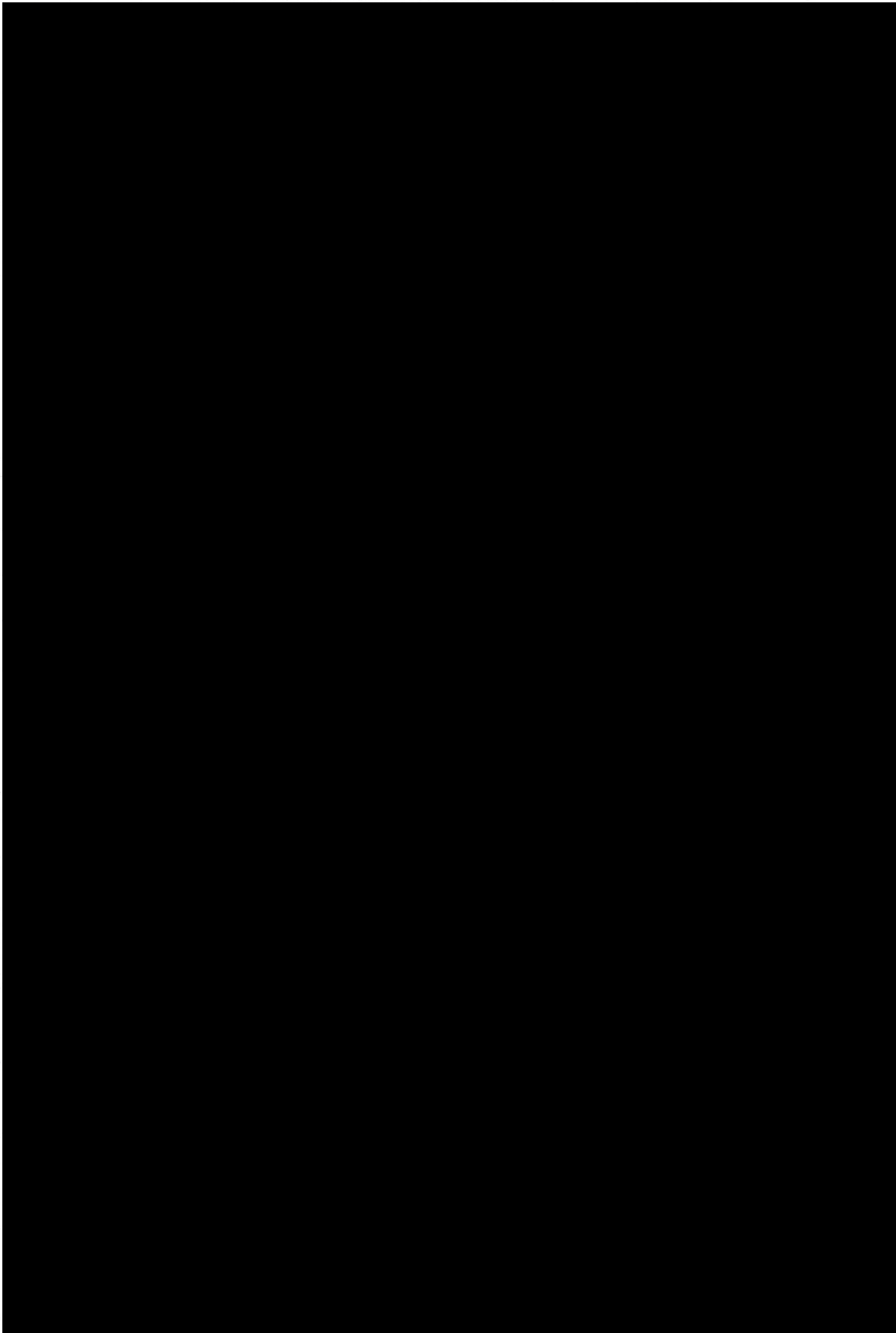


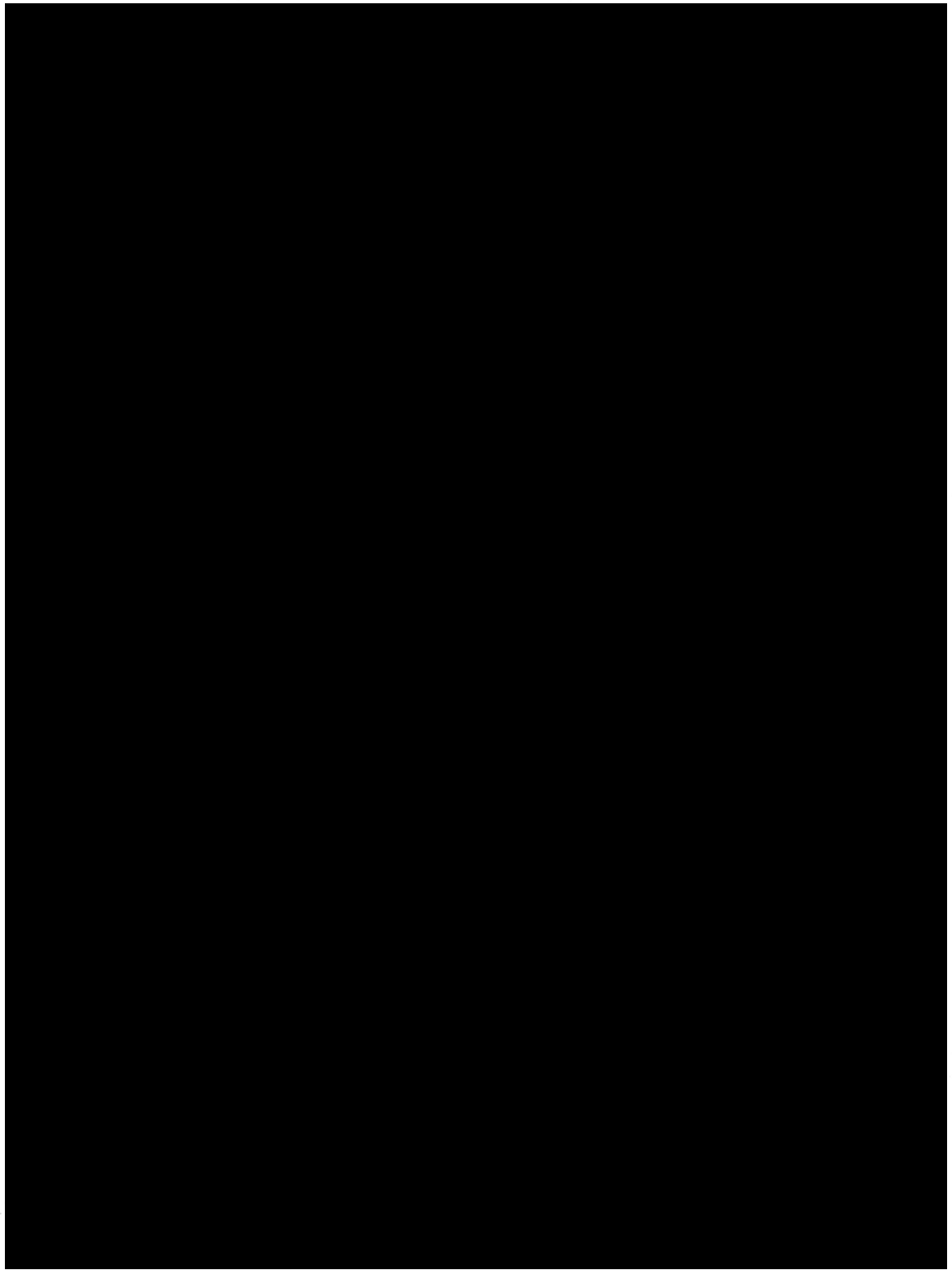




Schedule 10 Schedule E1

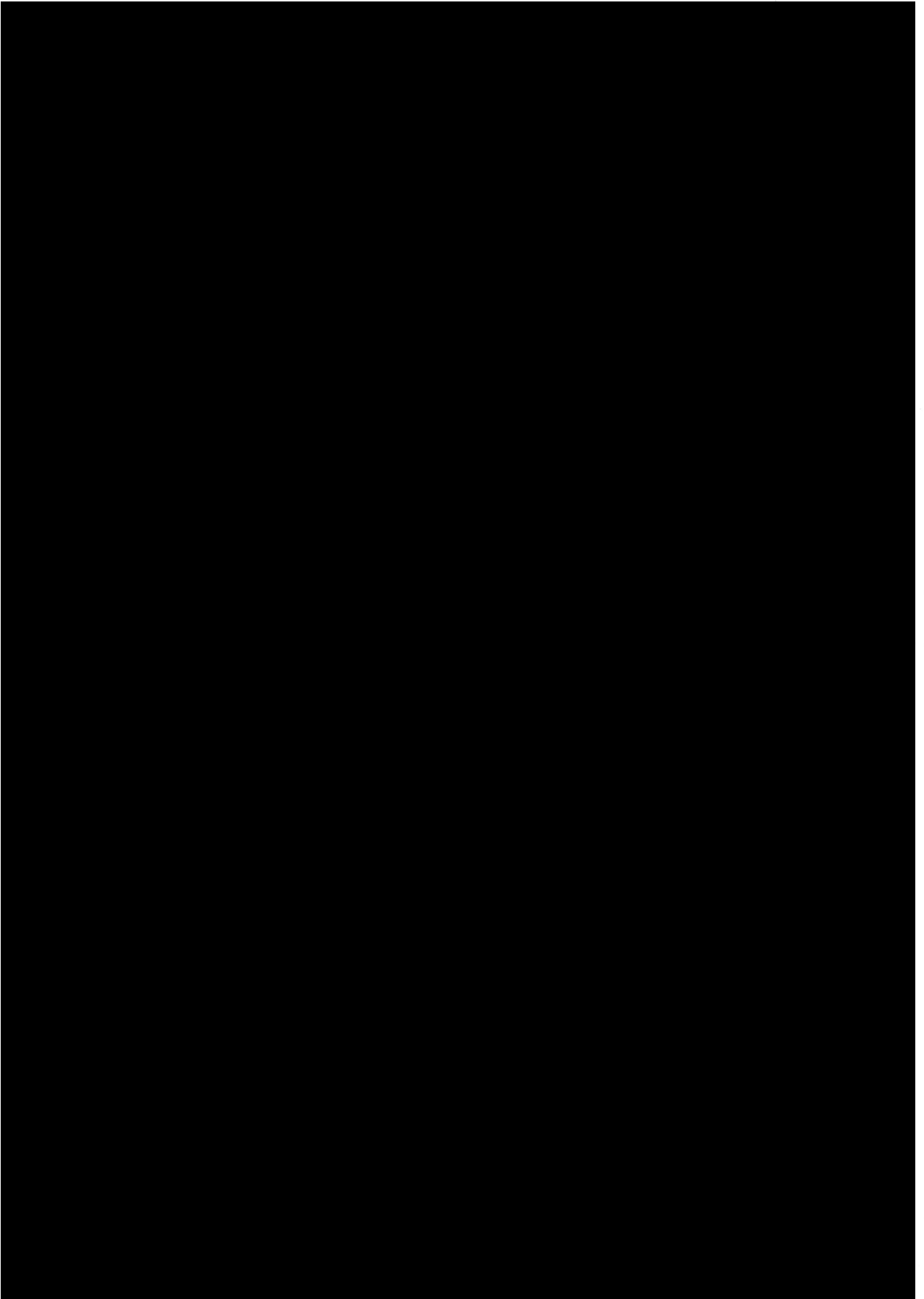
SCHEDULE E1. – PAYMENT SCHEDULE

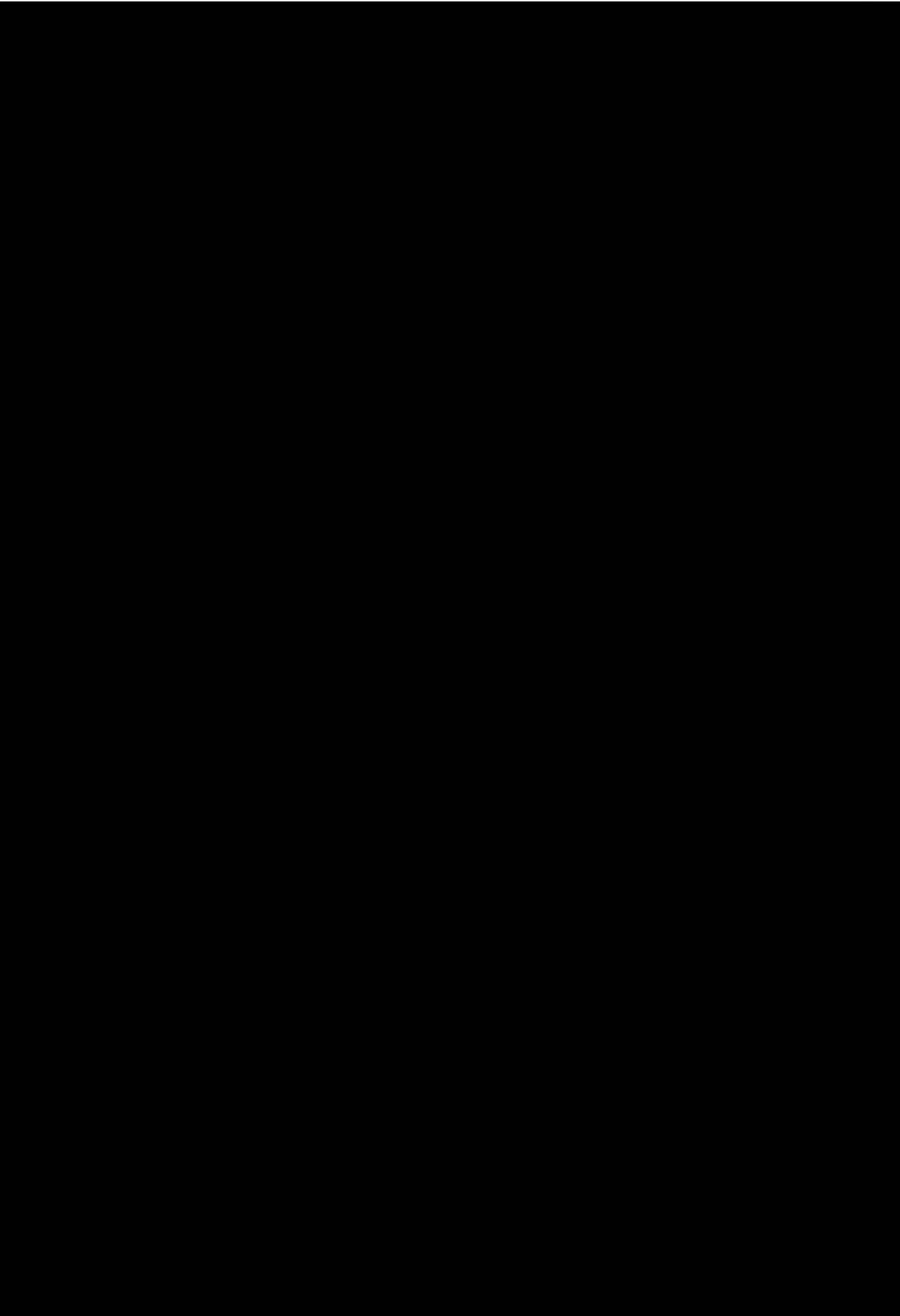


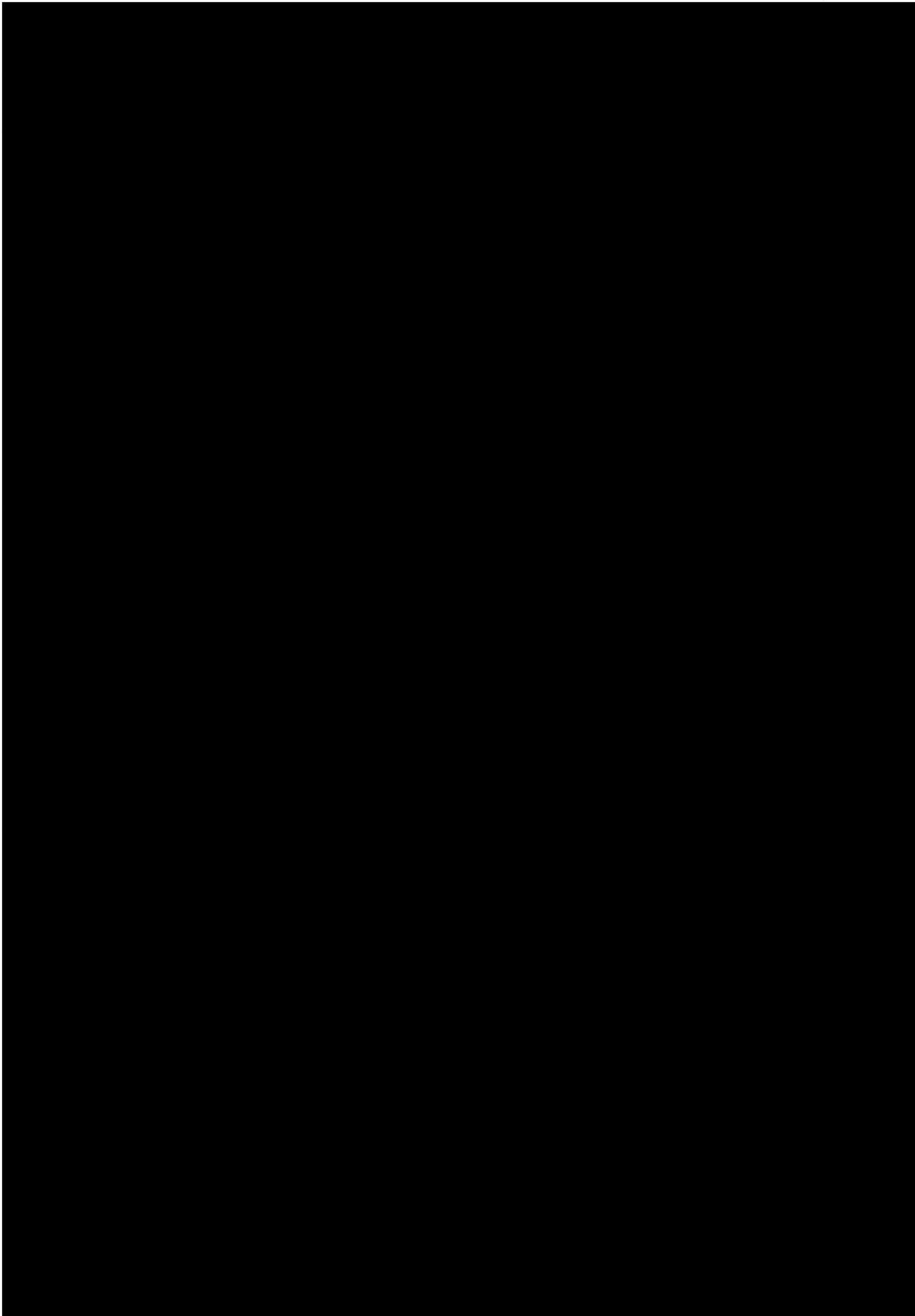


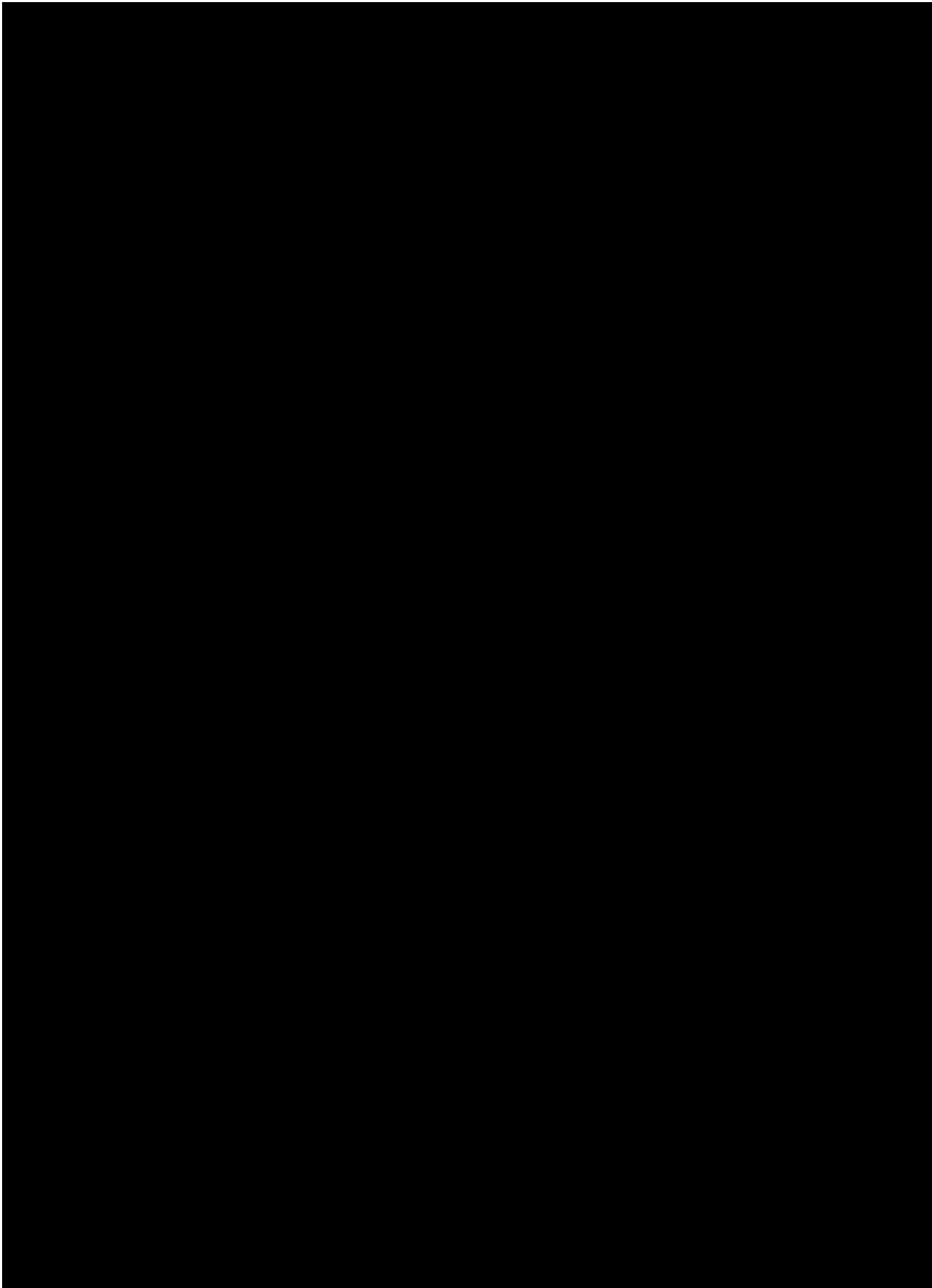
Schedule 11 Schedule E3

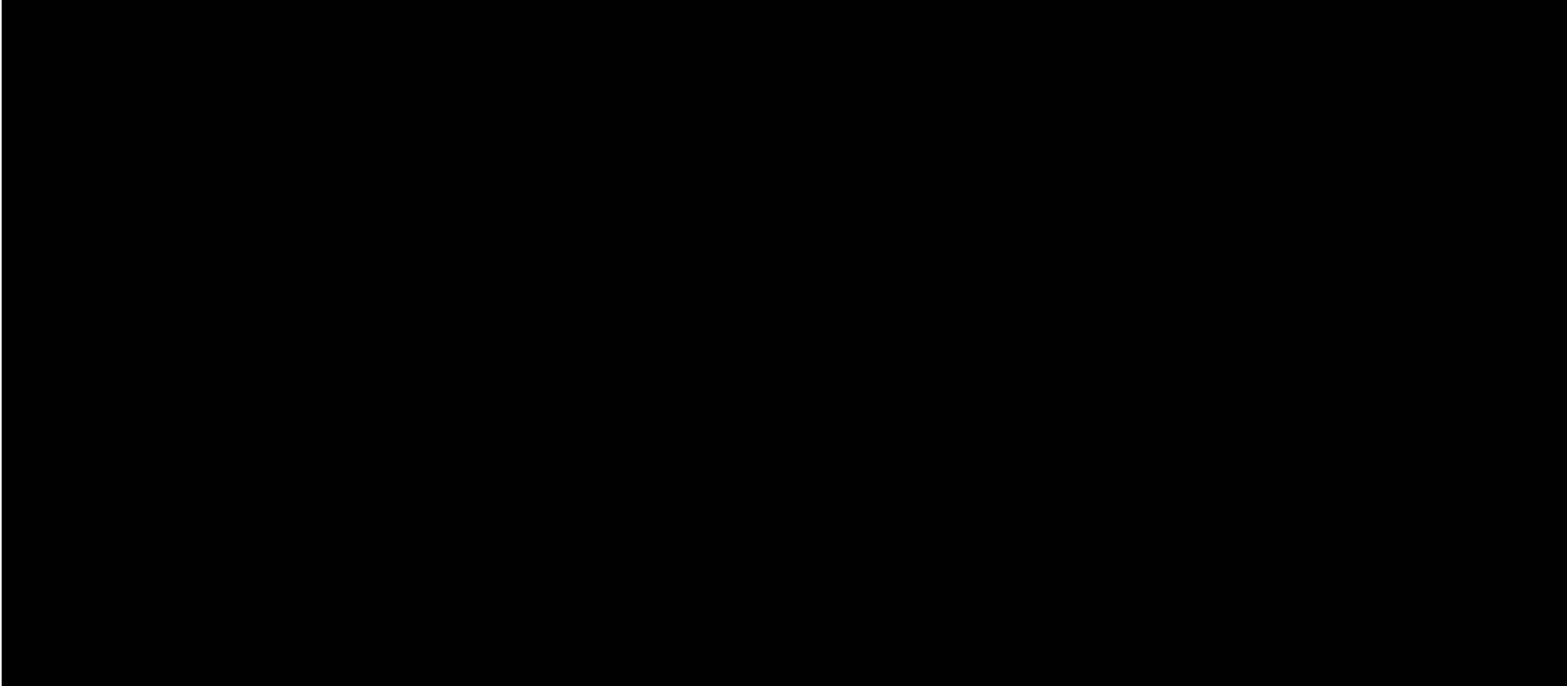
SCHEDULE E3. – COST CAPS











Schedule 12 Schedule E7

SCHEDULE E7.

