

# CONTRACT FOR THE SALE OF SHARE(S)

("Company Title" unit)

## REFERENCE SCHEDULE

Date:

### REPRESENTATIVES

Vendor's Agent	Name: <b>WITHOUT THE INTERVENTION OF AN AGENT</b> Address:	Ph: Fax: Ref:
Vendor's Solicitor	Name: <b>Hones Lawyers</b> Address: <b>Level 4, 66 Berry Street, North Sydney NSW 2060</b> Postal: <b>PO Box 1989, North Sydney NSW 2059</b>	Ph: <b>02 9929 3031</b> Fax: <b>02 9929 7071</b> Ref: 20245
Purchaser's Solicitor	Name: Address: DX:	Ph: Fax: Ref:

### PARTIES

Vendor	Full Name: <b>Joseph Peter Hartley</b> Address: <b>PO Box 1741 Castle Hill NSW 1765</b>
Purchaser	Full Name: Address:

### ITEMS

Deposit Holder	Vendor's Solicitor																
Completion Date	<b>42<sup>nd</sup> day after the date of this Contract</b>																
The Company	The proprietary company known as <b>7<sup>th</sup> Avenue Llandilo Pty Limited ACN 115 441 515</b> whose registered office is situated at <b>Level 25, 66 Goulburn Street Surry Hills</b>																
Share(s)	<b>440,000</b> fully paid <b>ordinary</b> shares numbered <b>1</b> to <b>440,000</b> inclusive in the Company																
Land	<b>Lot 9 in Deposited Plan 29178 being the whole of land in Folio Identifier 9/29178 known as 9 Terrybrook Road, Llandilo NSW 2747.</b>																
Property	The exclusive right of occupancy vested in the Vendor by the Constitution and arising out of the ownership by the Vendor of Shares and being that area of the Land identified as <b>Lot 1</b> in Schedule 3 of the Company's Constitution and also known as <b>Lot 1, 9 Terrybrook Road, Llandilo NSW 2747</b>																
Inclusions	<table><tr><td><input type="checkbox"/> blinds</td><td><input type="checkbox"/> curtains</td><td><input type="checkbox"/> insect screens</td><td><input type="checkbox"/> stove</td></tr><tr><td><input type="checkbox"/> built-in wardrobes</td><td><input type="checkbox"/> dishwasher</td><td><input type="checkbox"/> light fittings</td><td><input type="checkbox"/> pool equipment</td></tr><tr><td><input type="checkbox"/> clothes line</td><td><input type="checkbox"/> fixed floor coverings</td><td><input type="checkbox"/> range hood</td><td><input type="checkbox"/> TV antenna</td></tr><tr><td><input type="checkbox"/> other:</td><td></td><td></td><td></td></tr></table>	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> stove	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> pool equipment	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> TV antenna	<input type="checkbox"/> other:			
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<input type="checkbox"/> other:																	
Exclusions																	
Purchase Price	Price in words: \$ \$ \$ (10% of the price, unless otherwise stated)																
DOCUMENTS:	<input checked="" type="checkbox"/> property certificate for the land																

<input checked="" type="checkbox"/> plan of the land <input checked="" type="checkbox"/> section 10.7(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> section 10.7(5) information included in that certificate <input checked="" type="checkbox"/> sewerage connections diagram <input type="checkbox"/> document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input checked="" type="checkbox"/> constitution of the Company <input checked="" type="checkbox"/> Copy of the Share Certificate <input checked="" type="checkbox"/> Company extract for the Company
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**MANAGER OF COMPANY'S RECORDS**

Name: Dynamic Property Services  
Address: Level 25, 66-68 Goulburn Street, Sydney NSW 2000  
Phone 02 9267 6334

**WARNING  
SWIMMING POOLS**

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

**WARNING  
SMOKE ALARMS**

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

Signed by the Vendor

\_\_\_\_\_

Signed by the Purchaser

\_\_\_\_\_

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

The vendor being the owner of the furnishings and chattels and the share(s) more particularly described herein HEREBY AGREES TO SELL and the Purchaser HEREBY AGREES TO PURCHASE: -

- a. the inclusions
- b. the share(s)

FOR THE PRICE set out herein to be paid by the Purchaser at the times and in the manner specified herein subject to any legislation which cannot be excluded and upon the following terms and conditions namely;

## **1. Definitions**

In this contract, these terms (in any form) mean-

“adjustment date” the earlier of the giving of possession to the Purchaser or the date set down for completion;

“bank” a bank as defined in the Banking Act 1959, the Reserve Bank or State Bank;

“bank cheque” a cheque drawn by a bank on itself;

“business day” any day except a bank or public holiday throughout NSW or a Saturday or a Sunday.

“date of this contract” the date on which the contract is made;

“legislation” an Act or by-law, ordinance, regulation or rule made under the Act;

“normally” subject to any other provision of this contract

“party” each of the Vendor and the Purchaser;

“rescind” rescind this contract from the beginning;

“serve” serve in writing on the other party;

“terminate” terminate this contract for breach

“work order” a valid direction, notice or order from an authority that requires work to be done on the property or money to be spent

## **2. Deposit and other payments before completion**

2.1. It is an essential provision that on the making of this contract the Purchaser shall pay the deposit to the Deposit Holder as stakeholder.

2.2. Any sum on account of the deposit may be paid by cheque but if such cheque is not duly honoured on presentation the Purchaser shall immediately and without notice be in default hereunder.

2.3. No cheque on account of the deposit shall be regarded as payment until met.

2.4. If the deposit is not paid on time or a cheque for the deposit (or any part of it) is not honoured on presentation, the Vendor can, at any time before the deposit is paid, terminate. This right to terminate is lost as soon as the deposit is paid in full.

## **3. Investment of Deposit**

If this contract states that the deposit is to be invested then the parties direct the Depositholder to-

3.1. pay the deposit (at the risk of the party who becomes entitled to it) into an account to be opened in name of the Depositholder with a bank or permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested; and

3.2. pay all interest earned on the said deposit, after deduction of all proper bank, building society or government charges, fees or taxes, to the parties equally if this contract is completed, and otherwise to the party entitled to the deposit.

## **4. Share Transfer**

Not less than 7 days before the day of completion the Purchaser shall cause to be delivered to the Vendor a Transfer of the share(s) with the acceptance fully executed by the Purchaser.

**5. Requisitions, objections and questions:**

- 5.1. If by the terms of this agreement, the Purchaser is entitled to raise a requisition or objection, then notice of such requisition or objection must be given and can only be made;
- 5.1.1. By serving the notice within 21 days after the date of this contract;
- 5.1.2. If the entitlement to give notice arises out of anything served on the Purchaser, notice must be given on the later of either 21 days of this contract or 21 days after service of the matter upon the Purchaser;
- 5.1.3. Any other matter, within 7 days of the Purchaser becoming aware of such matter.

**6. Representations**

- 6.1. The Vendor declares that no inclusions, chattels, articles or apparatus included in this contract are on hire or under hire purchase agreement or subject to any consumer mortgage or other mortgage or otherwise encumbered.
- 6.2. No error, omission or mis-description in this contract shall invalidate this contract, but, if discovered and notice whereof is given by one party to the other before completion (but not afterwards), the Vendor or the Purchaser (as the case may be) is entitled to compensation from the other party for the error, omission or mis-description.

**7. Purchaser Claims**

- 7.1. Before completion, a claim or claims by the Purchaser for compensation or otherwise (other than claims for delay) can be made only by serving notice of such claim or claims upon the Vendor PROVIDED THAT the Vendor can rescind this agreement if:
- 7.1.1. The sum of the amount/s claimed exceeds 1% of the purchase price;
- 7.1.2. Notice of intention to rescind is served by the Vendor; and
- 7.1.3. Within 14 days of receipt of the notice from the Vendor, the Purchaser does not give notice waiving such claim/s
- 7.2. Should the Vendor not rescind, the parties must complete on the following terms:
- 7.2.1. Until the claims are finalized or lapse, the Depositholder must hold 10% of the purchase price or the amount claimed, whichever is the less,
- 7.2.2. The amount held by the Depositholder is to be invested in accordance with the terms of this agreement;
- 7.2.3. The parties must within 3 months of the date of completion appoint an arbitrator from the panel of arbitrators.
- 7.2.4. Should the parties not appoint an arbitrator as required by this clause then the claims lapse upon the expiration of the 3 month period;
- 7.2.5. Upon the lapsing of the claim, all money held by the Depositholder will be paid to the Vendor.

**8. Rescission by the Vendor**

- 8.1. The Vendor is entitled to rescind if;
- 8.1.1. The Purchaser serves notice pursuant to Condition 7.1 and the Vendor is on reasonable grounds unable or unwilling to comply with the notice;
- 8.1.2. The Vendor specifies in notice served upon the Purchaser the objection or requisition refused by the Vendor; and
- 8.1.3. Within 14 days of the Vendor's notice, the Purchaser does not serve notice waiving the notice or objection.

**9. Default by the Purchaser**

- 9.1. The Vendor can terminate this contract by serving notice upon the Purchaser if the Purchaser does not comply with an essential term of the contract or notice given and in such circumstances the Vendor can:
- 9.1.1. Retain the deposit to the sum not greater than 10% of the price;

- 9.1.2. If other monies are paid by the Purchaser as security for monies recoverable pursuant to this clause;
  - (a) For a period of 12 months from the date of termination;
  - (b) In the event that the Vendor has commenced proceedings pursuant to this clause, until such proceedings are concluded;
- 9.1.3. Take proceedings against the Purchaser to recover damages for the breach of this contract.

#### **10. Limitation to Purchaser's rights**

- 10.1 Prior to completion, the Purchaser cannot rescind nor terminate this contract nor make any claim, objection nor raise any requisition in respect of the following matters or things which may affect the Land owned by the Company nor Improvements erected upon that Land and being:
  - 10.1.1. Changes to the Improvements due to fair wear and tear;
  - 10.1.2. Unless expressed in this contract, any representation, promise or statement about this contract or the Land or the Improvements.

#### **11. Compliance with notices and orders**

- 11.1. In this clause, "notice" means a valid notice or work order which requires work to be done or money to be spent in relation to the Property.
- 11.2. The Vendor must by completion comply with a notice issued on or before the date of this contract.
- 11.3. The provisions of this clause do not apply to anything with which the Company must comply.

#### **12. Certificates and inspections**

- 12.1. The Vendor authorises the Purchaser upon receiving no less than 24 hours notices from the Purchaser, subject to the rights of any tenant to make 1 pre-completion inspection of the Property at any time between 10.00 am and 6.00 pm on either of the two days preceding completion.
- 12.2. The vendor authorises, subject to the rights of the other shareholder/s, for the purchaser to apply for any certificates or commission any inspections reasonably required.

#### **13. Interest – delayed completion**

- 13.1. If for any reason except the neglect or default of the Vendor, the purchase is not completed on the date appointed herein for completion or the purchase price or any part thereof is not paid on its due date, the Purchaser shall on completion, in addition to the balance of the purchase money, pay interest on the full purchase price from and after the said date to either the date of completion or payment or the date of termination (whichever first occurs) at the rate of ten per centum (10%) per annum (credit being given for any interest accruing to the Vendor after the agreed date of completion on the deposit being invested pursuant to clause 3 herein) and any payment is without prejudice and in addition to any other legal remedy the Vendor may have by reason of such default.

#### **14. Adjustments**

- 14.1. All rents, rates, taxes, regular periodic contributions to any administration, sinking and other funds established and maintained by the Company and other outgoings and incomes in respect of the Property shall be adjusted on completion to the adjustment date after which the rates taxes and other outgoings shall be paid by the Purchaser who shall indemnify the Vendor in respect thereof and the rent and other income shall belong to the Purchasers.
- 14.2. All adjustments will be made on the basis of any notice given in accordance with a certificate given pursuant to clause 27.4 of the Constitution however in the event that no certificate is

available or levies have not been issued then adjustments will be made on a proportionate area basis.

- 14.3. There shall be no re-adjustment of rates and taxes if completion is postponed as a result of the default of the Purchaser, but all rents and other income arising from the land shall be re-adjusted to the actual date upon which completion takes place.
- 14.4. Unless otherwise agreed by the Vendor or solicitor for the Vendor, the Purchaser will be required on completion to produce a bank cheque to pay an amount adjustable under this clause and upon such production and for the purpose of calculating adjustments;
  - 14.4.1. The amount will be deemed to have been paid;
  - 14.4.2. Immediately after completion the Vendor or the Vendor's solicitor must forward such bank cheque to the payee.

## **15. Completion date**

- 15.1. The parties must complete by the completion date (being a fixed but inessential date)
  - 15.1.1 If for any reason the purchase is not completed on the date appointed herein for completion either party not then being in default may at any time thereafter serve notice to complete on the other.
  - 15.1.2 The notice to complete shall appoint a business day no less than 14 days after the service of the said notice and a time between 10.00 am and 4.00 pm on that day and shall require the other party to settle at the time appointed in the notice and may make time of the essence.
  - 15.1.3 If the other party fails to comply with the terms of the said notice, the party not in default may, at any time thereafter without prejudice to any other legal rights or remedies they may have, terminate this contract by notice in writing to the other.
  - 15.1.4 A notice of completion provided for herein may be given more than once.
- 15.2 If the Purchaser does not complete this Contract by the Completion Date and the Vendor is ready, willing and able to complete, then in addition to any other monies payable by the Purchaser to the Vendor, on completion the Purchaser shall pay to the Vendor the sum of \$330.00 to cover any additional legal costs and disbursements incurred by the Vendor as a consequence of the delay.

## **16. Completion**

- 16.1. At completion, upon payment of the purchase price, interest (if any) and any other amount payable by the Purchaser in the manner provided herein and upon compliance by the Purchaser with the provisions of this contract, the Vendor must hand to the Purchaser
  - 16.1.1. a transfer of the share(s) fully and properly executed and completed by all parties;
  - 16.1.2. the share certificate(s) for the share(s);
  - 16.1.3. all keys to the Property in the possession of the Vendor;
  - 16.1.4. a clear certificate disclosing a land tax charge on the Land PROVIDED THAT the Purchaser has no later than 14 days before completion served such certificate on the Vendor;
  - 16.1.5. duly signed ASIC form for the resignation of the vendor as director and appointing the purchaser as director;
  - 16.1.6. letter of resignation as director duly signed by the vendor acknowledging no director fee is owing to him by the company.
- 16.2. On completion the Purchaser must –
  - 16.2.1. pay by bank cheque the balance of the price and any other amount payable by the Purchaser to the Vendor under this contract; and
  - 16.2.2. give to the Vendor an order signed by the Purchaser, the Purchaser's solicitor or the Purchaser's licensed conveyancer authorising the Depositholder to account to the Vendor for the deposit.
- 16.3. On completion the deposit becomes the Vendor's property.

- 16.4. The Purchaser shall not be entitled to require the Vendor prior to completion to register a discharge of any mortgage(s) affecting the Vendor's interest in the shares but will accept on completion a properly executed discharge of mortgage.
- 16.5. Normally vacant possession of the Property subject to the terms and condition set forth in the Constitution of the Company shall be given and taken on completion.

**17. Death etc of Purchaser or Vendor**

If the Purchaser or Vendor, if there be more than one of either of them, then any one of them shall:-

- 17.1 die; or
  - 17.2 become mentally ill as defined in the Mental Health Act; or
  - 17.3 be declared bankrupt or enter into an arrangement under Part X of the Bankruptcy Act 1966 as amended; or
  - 17.4 (the party being a company) have a provisional liquidator, receiver or receiver and manager appointed or enter into a scheme of arrangement;
- before completion of this contract then and in any one or more of such events then the Vendor may at any time prior to the completion rescind the contract.

**18. Possession to the Purchaser prior to completion**

- 18.1. If prior to completion the Vendor allows the Purchaser to have possession of the Property then until after completion the Purchaser must not:
  - 18.1.1. Lease, licence, let nor part with possession of the Property;
  - 18.1.2. Make any alteration or modification whether structural or otherwise;
  - 18.1.3. Contravene any of the requirements of the Constitution nor any legislation nor agreement between the parties.
- 18.2. Subject to the requirements of the Constitution and of the state of repair of the Improvements and the Land, until completion the Purchaser must:
  - 18.2.1. Keep the Property in good repair;
  - 18.2.2. Permit the Vendor or the Vendor's authorized representative to inspect the Improvements at all reasonable times.
- 18.3. Subject at all times to the Constitution and the need for insurance cover by the Company, all risk of damage to the Property and the Improvements will pass to the Purchaser immediately upon the Purchaser entering possession of the Property.

**19. Rescission of this Contract**

- 19.1. For either party to rescind this Contract where a power of rescission is expressly given herein, then such rescission can only be effected;
  - 19.1.1. By serving a notice prior to completion; and
  - 19.1.2. Notwithstanding that the parties have made a claim, objection or requisition or made an attempt to satisfy such claims or objections or requisitions or that possession has been given.
- 19.2. When a party exercises a right to rescind as provided for in this contract, then:
  - 19.2.1. Money paid by the Purchaser under this contract, including the deposit, must be refunded;
  - 19.2.2. Either party can claim for a just and equitable adjustment if the Purchaser has been in possession;
  - 19.2.3. Either party can claim for costs, damages and expenses arising out of a breach of this contract; and
  - 19.2.4. Neither party will be liable to the other for costs damages nor expenses other than as expressed by these provisions.

## **20. Miscellaneous**

- 20.1. The parties acknowledge that anything stated in this contract to be attached was attached to this contract by the Vendor before the purchaser signed it and is part of this contract.
- 20.2. An area or dimension in this contract is only an approximate area or dimension.
- 20.3. If a party consists of 2 or more persons, this contract benefits and binds them jointly and severally.
- 20.4. A party's licensed conveyancer or solicitor can receive or direct in writing the payment of any money payable to the party under this contract.
- 20.5. A documents under or relating to this contract is –
  - 20.3.1 signed by a party if it is signed by that party or that party's licensed conveyancer or solicitor;
  - 20.3.2 served by or on a party if it is served by or on that party's licensed conveyancer or solicitor;
  - 20.3.3 served if it is served in any manner provided in s170 Conveyancing Act 1919;
  - 20.3.4 served on a part on, but not before, the next business day after it is sent by facsimile transmission to the fax number stated in this contract for the party's licensed conveyancer or solicitor; and
  - 20.3.5 served on a deceased person if served on the person's licensed conveyancer or solicitor names in this contract, or the person's
  - 20.3.6 served on a deceased person if it served on the person's licensed conveyancer or solicitor names in this contract, or the person's
  - 20.3.7 legal personal representative, or if neither exists, the Public Trustee.
- 20.4. If the time for something to be done or to happen is not a business day, the time is extended to the next business day, except in the case of clause 2 (deposit) and clause 21 (auction).
- 20.5. Rights under clause 11, 14, 17 and 22 continue after completion, whether or not other rights continue.

## **21. Inspection of Company's books**

- 21.1. The Vendor will forthwith upon being so requested by the Purchaser in writing authorise the Purchaser to make application to the manager of the Company to inspect the books of account, records and minutes of the Company and any costs associated therewith shall be paid by the Purchaser.

## **22. Tenancies**

- 22.1. If the share is sold subject to a tenancy as indicated in Schedule 1 to this contract -
  - 22.1.1. and the Vendor must allow or transfer any remaining security bond money or other security against the tenant's default; and
  - 22.1.2. the Vendor must give to the Purchaser a proper notice of the transfer addressed to the tenant; and
  - 22.1.3. the Purchaser must comply with any obligation of the Vendor in relation to the tenancy, to the extent that the obligation is disclosed in this contract, and indemnifies the Vendor accordingly.

## **23. Vendor's disclosure and warranties**

- 23.1. Pursuant to the Corporations Act 2001 the Vendor hereby furnishes the following particulars–
  - 23.1.1. the offer for sale of share(s) herein is made by the Vendor as principal;
  - 23.1.2. the Company is duly incorporated and has its registered office as shown on the face hereon;
  - 23.1.3. the capital of the Company is **880,000 ordinary shares at \$1.00 each**. Ordinary shares have been issued and are fully paid and under the Constitution every member shall have one vote for every group of shares held by him, her or it;
  - 23.1.4. there have not been any dividends paid on the shares issued by the Company;



- 23.1.5. no debentures issued by the Company are outstanding at the date of this contract; and
- 23.1.6. the shares are not quoted on any Stock Exchange nor has permission to deal therein been granted by any Stock Exchange.
- 23.2. The Vendor warrants that, on completion –
  - 23.2.1. the assets of the Company will be free from mortgages, charges or encumbrances of any description;
  - 23.2.2. the share(s) will be fully paid up and free from mortgages, liens, charges or other encumbrances;
  - 23.2.3. all liabilities of the Company will have been fully paid and satisfied with the exception of current liabilities and accruals including, and limited to, current municipal rates, water and sewerage rates, water consumption, land tax (if any), insurance premiums, current charges for fuel, gas and/or electricity supplied to common areas;
  - 23.2.4. of the Land, normal maintenance, cleaning, gardening, management fees and other outgoings of a similar or periodic nature;
  - 23.2.5. the Company will not be in liquidation nor liable to be wound up, that no action will be pending in any court for the liquidation of the Company and that no meeting will have been called for the purpose of winding up the Company; and
  - 23.2.6. there will be no proceedings pending against the Company or in which it may be concerned in any court and in particular no proceedings which might prejudice or detrimentally affect the Company or its assets.
- 23.3. Pending completion of this contract the Company will not, except with the consent of the Purchaser, make any alterations to its Constitution, increase its capital, allot or issue any further shares or enter into any agreements, deeds or contracts other than in the normal course of the Company's business or for the purpose of the normal administration and maintenance of the Land.
- 24. Land to be free of charges**
  - 24.1. It is a condition of this contract that on completion the Land will be free of any mortgage and that the Company will be registered as proprietor of the Land for an estate in fee simple subject such easements restrictions notifications and reservations on user as appear in the relevant certificate(s) of title.
  - 24.2. The purchaser shall not delay completion, raise requisition or claim compensation if the vendor has available for sighting by the purchaser, registrable forms of discharge of any mortgages that may remain registered on title to the Land on completion.
- 25. Auction**
  - 25.1. If the Share is offered for sale by auction –
    - 25.1.1. subject to this clause, the highest bidder is the Purchaser;
    - 25.1.2. if a bid is disputed the auctioneer is the sole arbitrator and the auctioneer's decision is final;
    - 25.1.3. the auctioneer can refuse to accept any bid, which in the auctioneer's opinion is not in the best interests of the Vendor;
    - 25.1.4. the sale is subject to a reserve price and the Vendor reserves the right to make 1 bid;
    - 25.1.5. a bidder is deemed to be a principal unless, prior to the bidding, the bidder has given the auctioneer a copy of a written authority to bid for and on behalf of another person, and naming that person; and
    - 25.1.6. as soon as practicable after the fall of the hammer the Purchaser must sign the contract.

**26. Zoning and other affectations**

- 26.1. Should it be established that at the date of this agreement the Land was affected by any one or more of the following:
- 26.1.1. any provision of any planning scheme, whether prepared or prescribed, or any interim development order, made under the
  - 26.1.2. provisions of the Local Government Act, 1993 or the Environmental Planning and Assessment Act, 1979;
  - 26.1.3. any proposal for realignment, widening or alteration of the level of, a road or railway by any competent authority, or
  - 26.1.4. any provision of or under the Mine Subsidence Compensation Act 1961,
  - 26.1.5. or any other adverse affectation as prescribed in Part 3 Schedule 3 of the Conveyancing (Sale of Land ) Regulation 2000 in any manner other than as specified in this Contract, the purchaser may rescind this agreement.
- 26.2. The purchaser may not make any other objection requisition or claim for compensation in respect of any such matter.
- 26.3. Any right of the purchaser to rescind under this clause must be exercised by notice in writing given to the vendor prior to completion.
- 26.4. In relation to cl 27.1 hereof, the land or the property will be deemed to be affected by a proposal if the purchaser produces a written statement of the authority concerned, the substance of which is other than that the land or the property (as the case may be) is not affected by any proposal of the authority.

**27. Title to the land**

- 27.1. The title to the land is under the Real Property Act, 1900. The particulars of title to the land are as specified on the front page. The purchaser will not be entitled to an abstract of any document affecting the title of the land. Any instrument in respect of which a caveat is entered upon the register will, if in the possession of the vendor, be produced to the purchaser free of charge.

**28. Agent Warranty**

- 28.1. The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the agent referred to herein, if any, nor was any other agent the effective cause of the sale herein provided for.
- 28.2. In the event that the Purchaser is in breach of such warranty the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred to herein, if any) arising out of the sale herein provided.
- 28.3. This condition shall not merge on completion.

**29. Goods and Services Tax**

- 29.1. In the event that Goods and Services Tax are payable in respect of the transaction the subject of this Agreement, the Vendor warrants that the Price is inclusive of Goods and Services Tax and the Vendor will indemnify and hold free the Purchaser from any liability to pay any additional monies in respect of Goods and Services Tax over and above the Price.

**30. Condition of Property**

- 30.1. The Property together with appurtenances thereto is sold in its present state of repair and the purchaser acknowledges that the purchaser buys the Property relying on the purchaser's own inspection, knowledge and enquiries the purchaser he does not rely on any warranties or representations made to the purchaser by or on behalf of the vendor. The purchaser shall not call upon the vendor to carry out any repairs whatsoever in relation to the Property sold.
- 30.2. The purchaser shall take title subject to and shall raise no objection, requisition or claim for compensation, delay completion or rescind this contract in respect of any water supply or

drainage services or connections or any gas, electricity or telephone services or connections to the Property or in respect of any water pipe or main or any stormwater pipe or drain or manhole passing through or under or being upon the Property.

DRAFT

*CORPORATIONS ACT*  
*Company Limited by Shares*

Constitution

of

7TH AVENUE LLANDILO PTY LIMITED  
ACN 115 441 515

HONES LAWYERS  
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Remove this top section if desired before framing

# Certificate of Registration of a Company

This is to certify that

**7TH AVENUE LLANDILO PTY. LIMITED**

**Australian Company Number 115 441 515**

is a registered company under the Corporations Act 2001 and  
is taken to be registered in New South Wales.

The company is **limited by shares**.

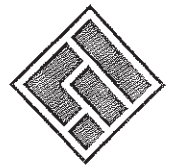
The company is a **proprietary** company.

The day of commencement of registration is  
**the twenty-fifth day of July 2005.**

Issued by the  
Australian Securities and Investments Commission  
on this twenty-fifth day of July, 2005.



Jeffrey Lucy  
Chairman



*Corporations Act 2001*  
*Company Limited by Shares*

**Constitution**  
**of**  
**7th Avenue Llandilo Pty. Limited**  
**ACN 115 441 515**

**1. INTERPRETATION**

**1.1** In this Constitution, unless there is something in the subject or context inconsistent therewith: -

“Act” means the *Corporations Act 2001* and any statutory modification or enactment thereof;

“Approval Authority” means the Council or other authority which has given approval to the right of separate occupancy of the Lot or Lots upon the Land.

“Board” includes a meeting of the Directors duly called and constituted at which a quorum shall be present or as the case may be the Directors assembled or represented at such meeting;

“Building” means the improvements upon the land.

“By Laws” means the By Laws set out in Schedule 1, as amended from time to time;

“Capital” means the capital from time to time of the Company;

“Common Property” means all areas of the Building which are not Lots;

“Company” means the above company whatever its name may be from time to time;

“Constitution” means this constitution and all supplementary substituted or amending clauses for the time being in force;

“Directors” means the directors for the time being of the Company and, in the case of a sole director, that director;

“Easement” shall have the meaning defined in Clause 35;

“General Meetings” means Annual General Meetings or Extraordinary General Meetings of the Company;

“In writing” or “written” including printing lithography typing writing or other modes of representing or reproducing works in a visible form;

“Intentional Party” means any person or solicitor or agent for that person who claims to intend to purchase the shares of a Share Group Holder;

“Land” means the land comprised in Certificate of Title Folio Identifier 9/29178 and;

"Levy" means an Ordinary Levy or a Special Levy;

"Lot" means a Town House or a Utility Lot and shall have the same meaning as a "lot" as defined in the *Strata Schemes Management Act* of New South Wales and if the plans set out in Schedule 3 constituted a floor plan for the purposes of that Act, and the manner of division of the Building in accordance with that plan constituted a strata scheme for the purpose of that Act and all other terms set out in that Act including the definition of "lot" had the meanings defined under that Act;

"Member" or "holder" means the holder of any shares;

"Office" means the registered office for the time being of the Company;

"Ordinary Levy" means an Ordinary Levy has defined by Clause 27.2;

"Register" means the Register of Members kept pursuant to Section 169 of the Act;

"Seal" means the common seal of the Company (if any);

"Secretary" means any person appointed to perform the duties of a Secretary of the Company;

"Shares" includes the ordinary and preference (if any) shares from time to time of the Company;

"Share Group" means a group of Ordinary shares, consecutively numbered, which gives the holder thereof the rights pursuant to Clause 25.5 in respect of a particular Lot;

"Share Group Holder" means the holder or holders of a particular share group, who are registered by the Company as such or who is hereinafter referred to as "member";

"Special Levy" means a Special Levy as defined by Clause 27.3;

"State" means the state or territory of Australia in which the Company is registered under the Act;

"Statutes" means and includes every code and ordinance from time to time in force concerning incorporated companies;

"Town House" means a Lot comprising a Town House on the Land and being one of the Town Houses designated by number in the plan set out in Schedule 3;

"Utility Lot" means a Lot (if any) in the building described in the plans set out in Schedule 3 as either a garage, car-space, or storeroom and designated by a number in such plans;

Words importing the singular number include the plural number and vice versa and words importing the masculine gender include the feminine gender and neuter gender and words importing persons include corporations.

Words or expressions contained in this Constitution shall be interpreted in accordance with Part 1.2 of the Act as in force as the date this Constitution became binding on the Company.

In every case where in this Constitution general expressions are used in connection with powers discretions or things such general expressions shall not be limited to or controlled by the particular powers discretions or things with which the same are connected. Any words and expressions denoting authority or permission shall be construed as words or expressions of authority merely and shall not be construed as words or expressions denoting directions

or compulsory trust. Subject as aforesaid any words defined in the Act shall if not consistent with the subject or the context bear the same meaning in these presents.

## **2. PRELIMINARY**

- 2.1 Each of the provisions of the sections or sub-sections of the Act which would but for this clause apply to the Company as a replaceable rule within the meaning of the Act are displaced and do not apply to the Company.
- 2.2 The Company is a proprietary company.
- 2.3 The number of members of the Company (counting joint holders of shares as one person and not counting any person in the employment of the Company or of any subsidiary of the Company or any person who, while previously in the employment of the Company or of any subsidiary of the Company was and thereafter has continued to be a member) shall not be more than 50.
- 2.4 The Company must not engage in any activity that would require the lodgement with the Australian Securities & Investments Commission of a prospectus under Part 6D.2 of the Act unless the activity is one which the Act may exempt from the provisions of Part 6D.2.

## **3. PURPOSE OF COMPANY**

- 3.1 Without limiting the powers of the Company under the Act and the Constitution, the major purpose for which the Company will carry on business is to complete the purchase of the Land and to facilitate the sale of Share Groups and to hold the land for the purposes expressed in this constitution as well as for management and maintenance of the Land as a whole.
- 3.2 The provisions expressed in the Constitution are for the purpose of defining the rights and obligations of the Company and the Share Group Holders which rights, especially the use of each lot, must be in accordance with all approvals granted by the relevant approval authority whether Federal, State or Local.
- 3.3 Notwithstanding any other provision in this Constitution, any proposal to sell, subdivide, mortgage, charge or otherwise encumber (including filing of a caveat) the Land, the Building, or any part thereof, shall not be put into effect unless approved by a special resolution of the Company in general meeting by each and every Share Group Holder who shall then also sign a written consent duly executed and witnessed.

## **4. GENERAL MEETINGS**

- 4.1 A general meeting shall be deemed to have been held if a document or documents have been executed in accordance with Section 249A of the Act.
- 4.2 Any Director may whenever he thinks fit convene a meeting of the Company's members. A general meeting shall be convened by the Directors on the request of the members or may be convened by the members as provided by the Act.
- 4.3 Subject to the provisions of the Act relating to resolutions and agreements for shorter notice, twenty one (21) days notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) shall be given to such persons as are entitled to receive such notices from the Company.
- 4.4 A meeting of the Company's members shall notwithstanding that it is called by shorter notice than is required be deemed to be duly called if it is so agreed before the meeting by members with at least 95% of the votes that may be cast at the meeting.



4.5 A notice of meeting of the Company's members will specify: -

- (a) the place, date and time of meetings (and if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
- (b) the general nature of the business of the meeting; and
- (c) such other information as required by the Act.

4.6 The accidental omission to give notices of a meeting, or the non-receipt of notice of a meeting by any person entitled to such notice shall not invalidate the meeting or the proceedings thereat.

## 5. PROCEEDINGS AT GENERAL MEETINGS

5.1 No business shall be transacted at any meeting of the Company's members unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein provided a quorum for a meeting of the Company's members is two members.

For the purposes of this clause, "member" includes a person attending as proxy or as representing a body corporate which is a member, provided that where a member has pursuant to this Constitution appointed more than one proxy or representative only one of such persons may be counted in a quorum.

5.2 If the Company has only one member, that member may pass a resolution by recording the resolution and signing the record.

5.3 If within half an hour from the time appointed for the meeting a quorum is not present: -

5.3.1 a meeting convened by the Directors on a request of the members or by the members as is provided by the Act shall be dissolved; and

5.3.2 in any other case the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors specify.

5.4 If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.

5.5 The Chairman, if any, of the Board of Directors shall preside as Chairman at every meeting of the Company's members, or if there is no such Chairman, or if he is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the members present shall elect one of their number to be Chairman of the meeting.

5.6 The Chairman may, with the consent of any meeting at which the quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjourned meeting took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

5.7 At any meeting of the Company's members a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before a vote is taken or before or immediately after the declaration of the result of the show of hands) demanded: -

5.7.1 by the Chairman; or

- 5.7.2 by any member present in person or by proxy or representative and entitled to vote.
- 5.8 Unless a poll is so demanded a declaration of the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.
- 5.9 If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith.
- 5.10 If the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote except where the membership of the Company comprises only two (2) members.
- 5.11 Subject to any rights or restrictions for the time being attached to any class or classes of shares, at meetings of members or classes of members each member entitled to vote may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or a representative of a member shall have one vote, and on a poll every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote for each share group he holds.
- 5.12 Where there are joint registered holders of any share any one of such persons may vote at any meeting either in person or by attorney proxy or representative in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting in person or by attorney proxy or representative then that one of the said persons so present whose name stands first in order in the Register in respect of such share shall alone be entitled to vote in respect thereof.
- 5.13 A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the Act relating to mental health may vote, whether on a show of hands or on a poll, by his committee or by his trustee or by such other person as properly has the management of his estate, and any such committee trustee or other person may vote by proxy or by attorney.
- 5.14 No member shall be entitled to vote at any meeting of the Company's members unless all calls, levies or other sums presently payable by him in respect of shares in the Company have been paid.
- 5.15 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.
- 5.16 A member of the Company may appoint either one (1) or two (2) persons as his proxy or proxies to attend and vote instead of such members. When a member appoints two proxies the appointment shall specify the proportion of the member's voting rights which each proxy is appointed to represent.
- 5.17 The instrument appointing a proxy shall be in writing (in the common or usual form) under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is

a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy may but need not be a member of the Company. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

- 5.18 An instrument appointing a proxy may be in the following form or any other form which the Directors shall approve: -

I, \_\_\_\_\_ of \_\_\_\_\_ being a  
 member of \_\_\_\_\_ of \_\_\_\_\_ or  
 of \_\_\_\_\_  
 hereby appoint \_\_\_\_\_ of \_\_\_\_\_ or  
 failing him \_\_\_\_\_ of \_\_\_\_\_  
 as my proxy to vote for me and on my behalf at the annual or general meeting (as the case  
 may be) of the Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_ and at any adjournment  
 thereof.  
 Where I have appointed two (2) persons as proxies each shall be entitled to represent the  
 following proportions of my voting rights.  
 (a) \_\_\_\_\_ as to \_\_\_\_\_ %  
 (b) \_\_\_\_\_ as to \_\_\_\_\_ %  
 Signed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

- 5.19 The instrument appointing a proxy may appoint several persons in the alternative and shall be deemed to confer authority to demand or join in demanding a poll.

- 5.20 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of authority shall be deposited at the Office or at such other place within the State as is specified for that purpose in the notice convening the meeting, not less than forty eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than twenty four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid unless the Chairman of such meeting with the consent of a majority of the members present in person or by proxy attorney or representative at such meeting shall otherwise direct.

- 5.21 A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, or the transfer of the share in respect of which the instrument is given, if no intimation in writing of such death, unsoundness of mind, revocation, or transfer as aforesaid has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the instrument is used.

- 5.22 Any body corporate which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company's members or of any class of members of the Company or otherwise relating to resolutions to be passed without meetings. Unless otherwise specified in the appointment, the representative may exercise, on the body corporate's behalf, all of the powers that the body could exercise at a meeting or in voting on a resolution.

## 6. DIRECTORS

- 6.1 No person will be appointed to hold the office of Director of the Company unless that person is the holder of the shares in the Company or where the Shareholder is a Company, a Director of that Shareholder Company, whether jointly or alone and whether beneficially entitled or the owner of its shares as a trustee.

- 6.2 Unless otherwise determined by resolution of the Company the number of Directors shall be not less than one (1) nor more than ten (10). The first Directors of the Company shall be appointed by the persons specified in the application for the Company's registration under the Act as persons who consent to become members of the Company.
- 6.3 The Company may from time to time by resolution passed at a general meeting increase or reduce the number of Directors.
- 6.4 The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with this Constitution.
- 6.5 The Company may by resolution remove any Director and may by resolution appoint another person in his stead.
- 6.6 The Directors may be paid by way of remuneration for their services a fixed sum as is determined by a general meeting, but until so determined that remuneration will be such sum as the Directors determine. Such remuneration will be paid to the Directors in such proportions and in such manner as the Directors determine, or failing such determination, will be paid to them equally. That remuneration shall be deemed to accrue from day to day.
- 6.7 The Directors may also be paid all travelling, hotel, and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company.
- 6.8 No Director shall be disqualified by his office from contracting with or holding any other office under the Company, nor shall any such contract or any contract entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract by reason only of such Director holding that office or of the fiduciary relationship thereby established, provided that the nature of his interests must be disclosed by him at the meeting of Directors at which the contract is determined on if his interest then exists and has not been disclosed in accordance with the Act, or in any other case at the first meeting of the Directors after the acquisition of his interest.
- 6.9 A Director (or his alternate Director) may vote in respect of any contract or arrangement in which he is interested, and may be counted for the purpose of any resolution regarding the same in the quorum present at the meeting and may notwithstanding his interest and whether or not he votes participate in the execution of any instrument by or on behalf of the Company and whether through signing or sealing the same or otherwise.
- 6.10 The office of Director shall become vacant if the Director: -
- 6.10.1 ceases to be a Director by virtue of the Act;
  - 6.10.2 becomes bankrupt or makes any arrangement or composition with his creditors generally;
  - 6.10.3 becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the Act relating to mental health; or
  - 6.10.4 resigns his office by notice in writing to the Company.

## 7. POWERS AND DUTIES OF DIRECTORS

- 7.1 The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not by the Act or by this Constitution required to be exercised by the Company in general meeting.
- 7.2 The Directors may from time to time appoint one or more of their body to the office of Managing Director for such period and on such terms as they think fit and subject to the terms of any agreement entered into in any particular case may revoke any such appointment. His appointment shall be automatically determined if he ceases from any cause to be a Director.
- 7.3 A Managing Director shall subject to the terms of any agreement entered into in any particular case receive such remuneration (whether by way of salary commission or participation in profits or partly in one way and partly in another) as the Directors may determine.
- 7.4 The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke withdraw alter or vary all or any of those powers.
- 7.5 The Directors, subject to this Constitution, may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking property and uncalled capital or any part thereof and to issue debentures and other securities and the Directors may exercise all the powers of the Company in relation to branch registers and all cheques promissory notes drafts bills of exchange and other negotiable instruments and all receipts for money shall be signed drawn accepted endorsed discounted or otherwise executed in such manner as the Directors from time to time determine.
- 7.6 The Directors may from time to time by power of attorney appoint any corporation firm or person or body of persons to be the attorney or attorneys of the Company for such purposes and with such powers authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers authorities and discretions vested in him.
- 7.7 The Company shall cause minutes of: -
- 7.7.1 all proceedings and resolutions of meetings of the Company's members;
  - 7.7.2 all proceedings and resolutions of meetings of the Directors, including meetings of committees of Directors;
  - 7.7.3 all resolutions passed by members without a meeting;
  - 7.7.4 all resolutions passed by the Directors without a meeting; and
  - 7.7.5 if the Company has only one Director, all declarations made by that Director,
- to be duly recorded in books kept for that purpose in accordance with the Act.
- 7.8 The Company will cause the minutes referred to in clause 7.7 to be signed in accordance with the Act. Minutes that are so recorded and signed are evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.



## 8. DUTIES OF THE COMPANY

8.1 Without limiting the powers and duties of the Company and in expansion of the duties pursuant to this Constitution the Company shall: -

8.1.1 control manage and administer the Common Property for the benefit of the Shareholders;

8.1.2 properly maintain and keep in a state of good and serviceable repair:-

8.1.2.1 the Common Property; and

8.1.2.2 any personal property vested in the Company; and

8.1.2.3 all utility services.

8.1.3 where necessary renew or replace any fixtures or fittings comprised in the Common Property and any personal property vested in the Company; and

8.1.4 upon application by any Share Group Holder execute in proper form all consents and/or authorities as may be necessary to enable such Share Group Holder to undertake works permitted pursuant to Clause 25.5.2 and to do those things which the Share Group Holder is entitled to do pursuant to this Constitution and by Schedule 1.

## 9. INSURANCE

9.1 The Company shall adequately insure the Town Houses and keep the Town Houses insured under a damage and theft policy with an insurer approved by the Board.

9.2 In addition to the Insurance effected by the Company pursuant to Clause 9.1 the Company shall effect insurance:-

9.2.1 in respect of any occurrence against which it is required by Law to insure, including any insurance required by reason of the provision of the Workers Compensation Act, 1926 or such other Laws as may be passed of a similar or like nature;

9.2.2 in respect of damage to property, death or bodily injury for which the Company could become liable for damages;

9.2.3 against the possibility of the occupier of any of the lots becoming jointly liable by reason of a claim arising in respect of any other occurrence against which the Board decides to insure; and

9.2.4 if required to reasonably operate, administer and maintain the Building.

9.3 Subject to a special resolution of Shareholders at general meeting to the contrary, when the Company receives moneys from an insurer in respect of destruction of or damages or theft from the building, those moneys shall be applied by the Board in rebuilding, replacing or restoring the Buildings or any of them, as the case may require.

## 10. PROCEEDINGS OF DIRECTORS

10.1 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. A meeting of Directors may be called or held using any technology consented to by all the Directors. A Director may only withdraw such consent

within a reasonable period before the meeting. A Director may at any time and the Secretary shall on the requisition of a Director call a meeting of Directors.

- 10.2 Subject to this Constitution questions arising at any meeting of Directors shall be decided by a majority of votes and a determination by a majority of Directors shall for all purposes be deemed a determination of the Directors.
- 10.3 Any Director may appoint any person (whether a member of the Company or not) to be an alternate or substitute Director in his place during such period as he thinks fit. Any person while he so holds office as an alternate or substitute Director shall be entitled to notice of meetings of the Directors and to attend and vote thereat accordingly and to exercise all the powers of the appointor in his place and shall ipso facto vacate office if the appointor vacates office or is removed from office as a Director. Any appointment or removal under this clause shall be effected by notice in writing to the Secretary under the hand of the Director making the same.
- 10.4 At any meeting at which an alternate or substitute Director is present he shall be deemed a Director for all purposes including constituting a quorum. He shall not be entitled to remuneration from the Company but the Company may reimburse him for all travelling and other expenses incurred by him in attending meetings of the Directors or otherwise on the Company's business.
- 10.5 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be 2 persons provided that each such person is a Director or an alternate Director and is entitled under the Act (notwithstanding any interest the Director or alternate Director may have in the matter for consideration by the Directors) to vote on a motion that may be moved in relation to such business.
- 10.6 If the Company has only one Director, that Director may pass a resolution by recording the resolution and signing the record.
- 10.7 The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to this Constitution the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
- 10.8 The Directors may elect a Chairman of their meetings and determine the period for which he holds office; but if no such Chairman is elected, or if at any meeting the Chairman is not present within ten (10) minutes after the time appointed for holding the meeting, the Directors present may chose one of their number to be Chairman of the meeting.
- 10.9 The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.
- 10.10 A committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within ten (10) minutes after the time appointed for holding the meeting, the members of the committee may chose one of their number to be Chairman of the meeting.
- 10.11 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members of the committee present, and in the case of an equality of votes, Directors will re-consider the question in a manner fair to both Share Group Holders and will vote accordingly.

10.12 All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

10.13 A resolution in writing, signed by a majority of the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a documents in like form, each signed by one or more Directors.

## 11. ACCOUNTS

11.1 The Directors shall cause to be kept such proper accounting and other records as will sufficiently explain the transactions and financial position of the Company and enable true and fair profit and loss accounts and balance sheets and any documents required to be attached thereto to be prepared from time to time and shall cause those records to be kept in such manner as to enable them to be conveniently and properly audited.

11.2 The said accounting and other records shall be kept at the Office or at such other place as the Directors think fit and shall at all times be open to inspection by the Directors. If any accounting records of the Company are kept at a place outside the State, the Company shall keep at a place within the State as determined from time to time by the Directors such statements and records with respect to the matters dealt with in the records, kept outside the State, as will enable true and fair accounts and any documents required by the Act to be attached to the accounts to be prepared.

11.3 Subject to this Constitution and to the Act, the Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them shall be open to the inspection of members not being Directors.

11.4 The Company will send such documents to such persons as are required by Sections 314 and 316 of the Law.

## 12. DIVIDENDS AND RESERVES

12.1 The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors and unless otherwise resolved by the Company the dividend shall be payable forthwith upon its declaration.

12.2 The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company.

12.3 No dividend shall be paid otherwise than out of profits or shall bear interest against the Company.

12.4 The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending any such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares in the Company) as the Directors may from time to time think fit. The Directors may also without placing the same reserve carry forward any profits which they may think prudent not to divide.

12.5 Subject to the rights of persons, if any, entitled to shares with special rights as to dividends and where the only shares issued other than those carrying such special rights are all



ordinary shares, or all shares of the one class as the case may be, all dividends shall be declared and paid according to the accounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purpose of this clause as paid on the share.

- 12.6 All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date that share shall rank for dividend accordingly.
- 12.7 The Directors may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
- 12.8 Any general meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specified assets and in particular of paid-up shares, debentures or debenture stock or secured or unsecured notes of any other Company or in any one of more of such ways and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.
- 12.9 Any dividend, interest or other money payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the person to whom it is sent or bearer. Any one (1) of two (2) or more joint holders may give effectual receipts for any dividends, bonuses, or other money payable in respect of the shares held by them as joint holders.
- 12.10 Where an infant is the holder of a share or shares in the Company, the parent or guardian, or other person having the care or custody of such infant, may give effectual receipts for any dividends, bonuses, or other moneys payable in respect of the share or shares held by such infant, or capital distributions in the form of bonus shares, debentures, debenture stock, or secured or unsecured notes to be made in respect of such share or shares and the Company and its Directors shall be under no obligation to see to the application of any such dividend or capital distribution.
13. CAPITALISATION OF PROFITS
- 13.1 The Company in general meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend as a capital distribution and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the Company to be allotted and credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution.
- 13.2 Whenever such a resolution as aforesaid shall have been passed, the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby,

and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all Laws and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the members entitled thereto in an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

#### 14. AUDIT

- 14.1 Auditors may be appointed/removed and their duties regulated in accordance with the Act.

#### 15. NOTICES

- 15.1 A notice may be given by the Company to any member either personally or by sending it by post to him at his registered address, or (if he has no registered address within the State) to the address, if any, within Australia, supplied by him to the Company for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.
- 15.2 A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the register of members in respect of the share.
- 15.3 A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a pre-paid letter addressed to them by name, or by the title or representatives of the deceased, or assignee of the bankrupt, or by any like description, at the address, if any, within Australia supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
- 15.4 Written notice of every meeting of the Company's members shall be given in any manner hereinbefore authorised to: -
- 15.4.1 every member having the right to vote thereat and each Director;
- 15.4.2 every person entitled to a share in consequence of the death or bankruptcy of a member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting;
- 15.4.3 every mortgagee of shares who has notified the Company of his interest; and
- 15.4.4 the auditor for the time being of the Company.
- 15.5 No other persons shall be entitled to receive notices of meetings of the Company's members.

#### 16. WINDING UP

16.1 If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company, divide amongst the members in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the members or different classes of members.

16.2 The liquidator may, with the sanction of a special resolution of the Company, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit, but so that no member shall be compelled to accept any shares or other securities whereupon there is any liability.

## 17. OFFICERS: INDEMNITIES AND INSURANCE

17.1 To the extent permitted by Law: -

17.1.1 every person who is or has been an Officer of the Company or of a subsidiary of the Company will be indemnified out of the property of the Company against any liability for costs and expenses incurred by that person in defending any Proceedings in which judgment is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any Proceedings in which the Court grants relief to the person under the Law; and

17.1.2 every person who is or has been an Officer of the Company or of a subsidiary of the Company will be indemnified out of the property of the Company against any liability to another person (other than the Company or a related body corporate of the Company) where the liability is incurred by the Officer in his or her capacity as an Officer of the Company or a subsidiary of the Company PROVIDED THAT this indemnity shall not apply where the liability arises out of conduct involving a lack of good faith.

17.2 To the extent permitted by Law the Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Company or of a subsidiary of the Company against a liability: -

17.2.1 incurred by the person in his or her capacity as an Officer of the Company or a subsidiary of the Company PROVIDED THAT the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a subsidiary of the Company or a contravention of sections 182 or 183 of the Law; or

17.2.2 for costs and expenses incurred by that person in defending Proceedings, whatever their outcome.

17.3 In Clauses 17.1 and 17.2: -

17.3.1 the terms "Proceedings" means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some Law, matter or thing in his or her capacity as an Officer of the Company or of a subsidiary of the Company (including proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Company or a subsidiary of the Company).

17.3.2 the term "Officer" has the meaning given to that term in section 82A of the Act.

## 18. SHARES

- 18.1 The shares shall be under the control of the Directors who may subject to this Constitution and only in such manner as shall not adversely affect the rights of any Share Group Holder or any mortgagee of shares of which the Company has notice to allot, grant options over them or otherwise dispose of the same to such persons on such terms and conditions and at such consideration and at such times as the Directors think fit. Without prejudice to any special rights previously conferred on the holders of existing shares, any share may be issued with such preferred, deferred or other special rights or such restrictions whether in regard to dividend, voting, return of share capital or otherwise as the Company may from time to time by resolution determine and any preference share may with the sanction of a special resolution be issued on the terms that it is or at the option of the Company is liable to be redeemed.
- 18.2 Subject to the Act and this Constitution, the Directors may convert an ordinary share into a preference share.
- 18.3 If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue shown later in this Constitution) may be varied or cancelled with the consent in writing of the holders of the issued shares of that class who are entitled to at least 75% of the votes that may be cast in respect of those shares or by a special resolution passed at a separate meeting of the holders of the shares of that class. To every such separate meeting the provisions of this Constitution relating to meetings of the Company's members shall apply, but so that the necessary quorum shall be two (2) persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.
- 18.4 Every person whose name is entered as a member in the Register shall without payment be entitled to a certificate, issued under the Seal or in such other manner permitted under the Law as the Directors determine, specifying the share or shares held by him and the amount unpaid thereon provided that in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate for the share to one of several joint holders shall be sufficient delivery to all.
- 18.5 If a share certificate, letter of allotment, transfer, receipt or any other document of title to shares is lost, defaced or destroyed, a duplicate thereof may be issued by the Company upon the conditions set out in Section 1089 of the Law applicable thereto.
- 18.6 Except as permitted by Law, none of the funds of the Company or of any subsidiary thereof shall be employed in the purchase of or subscription for or in loan upon the security of the Company's shares and the Company shall not financially assist a person to acquire shares in the Company. Nothing in this clause shall prevent the Company giving security over its uncalled capital to secure loans, credits and other financial accommodation made available to the Company otherwise in contravention of the Act.
- 18.7 Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly, shall not except as ordered by a Court of competent jurisdiction or as by Statute required, be bound to recognise any equitable or other claim to or interest in such share on the part of any other person.
- 18.8 A member who holds shares in the Company as trustee for or otherwise on behalf of a corporation shall give notice to the Secretary within one (1) month after such shares are acquired in accordance with the Act.
19. LIEN ON SHARES
- 19.1 The Company shall have a first and paramount lien upon every share (whether fully paid or not) for all moneys whether presently payable or not or payable at a fixed time with interest



and expenses owing to the Company in respect of that share but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

- 19.2 In the event that the Company shall hereunder have become entitled to a lien on the shares of any Share Group Holder which shall not have been satisfied within two (2) months of the date of written notice given to the Share Group Holder by the company which notice shall specify the full amount of all or any levies or other charges under these articles payable by the Share Group Holder to the Company, then the Company shall be entitled to take legal proceedings for recovery of vacant possession of the Lot to which the said shares relate.
- 19.3 Upon recovery of vacant possession of such Lot to which the aforesaid shares relate, the Company shall be empowered, subject to the rights of any mortgagee, chargee or encumbrancee in respect of which notice shall have been duly given to the company, to license or lease such unit for the best obtainable market rental or sell such shares at the cost at the best obtainable market sale price.
- 19.4 The net proceeds of such licensing, leasing or sale as is referred to in the immediately preceding sub-paragraph, after payment to the Company of all legal costs incurred by reason of a shareholder's default as well as payment of all or any other outgoings in connection with the said Lot, shall be applied in payment of such amount in respect of which the lien exists together with all subsequent amounts which shall be or become due in respect thereof and thereafter the residue of any proceeds shall be applied for or shall be paid to the person entitled to the shares immediately prior to the action taken in respect of the aforesaid Lot by the Company under this paragraph.
- 19.5 Upon satisfaction of all moneys due to the Company under the said lien the Company shall relinquish such lien.
20. **CALLS ON SHARES**
- 20.1 The Directors may from time to time make calls upon the members in respect of any money unpaid on their shares and not by the conditions of allotment thereof made payable at fixed times and each member shall pay the amount called on his shares to the Company at the times specified by the Directors. A call may be revoked or postponed as the Directors may determine.
- 20.2 A call shall be deemed to have been made at the time that the resolution of the Directors authorising such call was passed, and may be required to be paid by instruments.
- 20.3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 20.4 If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest upon the sum at the rate of 10% per annum or at such lesser rate as the Directors may prescribe from the day appointed for the payment thereof to the time of the actual payment but the Directors shall be at liberty to waive payment of that interest wholly or in part.
- 20.5 The provisions of this Constitution as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time as if the same had become payable by virtue of a call duly made and notified.
- 20.6 The Directors may make arrangements on the issue of shares for varying the amounts and times of payment of calls as between shareholders.

- 20.7 The Directors may if they think fit receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until the same would but for such advance become presently payable) pay interest at such rate as may be agreed upon between the member paying the sum in advance and the Directors.
- 20.8 On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that the name of the member sued is entered in the Register as the holder or one of the holders of the shares in respect of which such debt accrued that the resolution making the call was duly recorded in the minute book and that notice of such call was duly given to the member sued in pursuance of these presents and it shall not be necessary to prove the appointment of Directors who made the call or any other matter whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt.

## 21. TRANSFER OF SHARES

- 21.1 Any Member may transfer all of his Shares in any Share Group by instrument in writing in any usual or common form or in any other form that the Directors may approve. The instrument shall be executed by or on behalf of both the transferor and the transferee and the transferor shall remain the holder of the Shares transferred until the transfer is registered and the name of the transferee is entered in the Register. The Directors shall not be entitled to refuse approval and registration of a transfer of such shares so long as the transferee is legally capable of being the holder of such shares.
- 21.2 The instrument of transfer must be left for registration at the Office of the Company together with such fee not exceeding \$100.00 or as the Directors from time to time may require accompanied by the certificate for the Shares to which it relates, particulars of the name address and description of the proposed transferee, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.
- 21.3 The Company shall be entitled, without incurring any liability, to register and generally act upon any instrument or transfer by a mortgagee, chargee or encumbrancee purporting to rely upon his powers under a mortgage, charge or encumbrance without being bound to investigate or satisfy itself as to the occurrence or correctness of such default by a Share Group Holder or as to the mortgagee's, chargee's or encumbrancee's powers and entitlements arising therefrom.

## 22. TRANSMISSION OF SHARES

- 22.1 In the case of the death of a Member the survivor or survivors where the deceased was a joint holder and the legal personal representative of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the Shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any Share which had been jointly held by him with other persons.
- 22.2 Subject to the *Bankruptcy Act* 1966 any person becoming entitled to a Share in consequence of the death or bankruptcy of a Member may upon such evidence being produced as is required by the Directors and subject as hereinafter provided elect either to be registered as the transferee thereof, or nominate another person to be registered as the Transferee thereof, but the directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by that Member before his death or bankruptcy.
- 22.3 If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he elects to have another person registered he shall testify his election by executing to that person a transfer of the Share. All the limitations, restrictions and provisions of this Constitution relating to the right to transfer and the registration of transfers of Shares shall be applicable to any such notice or transfer as

aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

- 22.4 Where the registered holder of any Share dies or becomes bankrupt his personal representative or the assignee of his estate, as the case may be, shall upon the production of such evidence as may from time to time be properly required by the Directors in that regard, be entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings of the Company, or to voting, or otherwise) as the registered holder would have been entitled to if he had not died or become bankrupt; and where two or more persons are jointly entitled to any Share in consequence of the death of the registered holder they shall, for the purposes of these Articles be deemed to be joint holders of the Share.

## **23. FORFEITURE OF SHARES**

- 23.1 If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may at any time thereafter during such time as any part of such call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
- 23.2 The notice shall name a further day (not earlier than the expiration of fourteen (14) days from the date of the notice) on or before which and the place at which the payment required by the notice is to be made and shall state that in the event of non-payment at or before the time and at the place appointed, the share in respect of which the call was made will be liable to be forfeited.
- 23.3 If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of forfeited shares and not actually paid before the forfeiture.
- 23.4 A forfeited share may be dealt with in accordance with clauses 19.2, 19.3, 19.4 and 19.5 hereof.

## **24. ALTERATION OF CAPITAL**

- 24.1 The Company may by special resolution passed at a general meeting: -
- 24.1.1 convert all or any of its existing shares into a larger or smaller number of shares; or
- 24.1.2 cancel shares that have been forfeited under the terms on which the shares are on issue.
- 24.2 Subject to the Law and to this Constitution, the Company may reduce its share capital in any manner.

## **25. SHARE RIGHTS**

- 25.1 The Capital of the Company may be divided into the following share classes: -

Subscriber shares  
Ordinary shares

- 25.2 The Subscriber share shall be a redeemable preference share, which shall be issued on the following terms and conditions: -

- 25.2.1 Subscriber shares shall only be issued upon registration of the Company and shall only be issued to the persons specified in the application for the Company's registration under the Act as persons who consent to become members of the Company;
- 25.2.2 subject to the Act, the next issue of shares of any class or classes after the issue of the Subscriber share and payment up in full thereof shall be deemed to have been issued for the purposes of redeeming the Subscriber share, provided that the proceeds of the shares so issued is at least equal to the consideration paid for the Subscriber share on issue. Upon the issue of such shares, the Subscriber share shall ipso facto be redeemed for the consideration paid for it, and the issued capital of the Company shall then stand at an amount equal to the proceeds of the shares which comprised the next issue of shares;
- 25.2.3 upon a reduction of capital or winding up, a Subscriber share shall rank in priority to all other shares for the time being in the capital of the Company for repayment of the nominal capital paid thereon but shall not have any further right to participate in the surplus profits or assets of the company;
- 25.2.4 a Subscriber share shall carry no right to dividends; and
- 25.2.5 a Subscriber share shall carry the right at meetings of the Company's members to exercise one vote for each Subscriber share held.
- 25.3 Upon the redemption of the Subscriber share in the manner provided herein, the Company shall cease to be authorised to issue shares of this class.
- 25.4 The Subscriber share and Ordinary share shall entitle the holder or holders thereof to receive notices of meetings and shall confer upon any holder thereof, when present in person or by proxy or by attorney at any meeting of the Company's members the right to cast one (1) vote upon a show of hands and upon a poll to cast one (1) vote for each Share Group held.
- 25.5 The rights attaching to Ordinary shares shall be as follows:-
  - 25.5.1 Each Share Group Holder for the time being, whose shares are described by a number in Schedule 2 to this Constitution shall be entitled to the exclusive right, subject to Clauses 31 and 32 to use, enjoy, lease or licence and occupy the Lot or the Utility Lot (as the case may be), which appears opposite that number in Columns 2 and 3 of Schedule 2 together with the right to use in common with all others similarly entitled the Common Property and which lots are shown in schedule 3;
  - 25.5.2 Without prejudice to the operation of any other provision of this Constitution or of the By-Laws, the rights conferred under paragraph 25.5.1 shall be construed as conferring upon any holder of shares or any Share Group Holder the right to demolish, build, alter, paint (internally or externally) or add to in any way the Town House or any part thereof upon such Share Group Holder's lot which do not affect the structural integrity of a Town House upon any other share group holder's lot subject to the approval of all works by all relevant authorities whether Federal, State or Local and preserving to the other share group holder the right to object to any or all of the said authorities in respect of such works; and
  - 25.5.3 Subject to the provisions of this Constitution and the By-Laws, each share group holder shall have the right to receive notice of every general meeting of the Company and to attend at and vote at such meetings in accordance with this Constitution.
- 25.6 The Rights expressed in Clause 25.5 are limited to and must not be in conflict to those rights of Occupancy granted by the Approval Authority.



## 26. MORTGAGES, CHARGES AND ENCUMBRANCES

- 26.1 Each Share Group Holder may mortgage charge or otherwise encumber his shares, and may do so in such a manner that upon default being made by that Share Group Holder under such mortgage charge or encumbrance the mortgagee chargee or encumbrancee may enter the lot subject to that mortgage charge or encumbrance and take possession thereof and may exercise any power of sale over the shares in the share group to which that lot relates. Without limiting the rights of the Company under this Constitution, the following further provisions shall apply;
- 26.1.1 The Board shall give such assistance as is necessary to the mortgagee chargee or encumbrancee in the event of such default by a Share Group Holder, including, (without limiting the generality of the foregoing), registering that mortgagee chargee or encumbrancee as the holder of the Share Group in the name of any person who is the transferee thereof from a mortgagee, chargee, or encumbrancee exercising power of sale by reason of the Share Group Holder's default as aforesaid and/or registering a transfer of the shares in that share group notwithstanding that the instrument of transfer has not been executed on behalf of the Share Group Holder but has been executed by the mortgagee chargee or encumbrancee as transferor thereunder;
- 26.1.2 The Company shall be entitled without being bound to satisfy itself as to the occurrence of default by the Share Group Holder or as to the Mortgagee's, Chargee's or Encumbrancee's power, act on any document or transfer which prima facie is executed in pursuance of such power;
- 26.1.3 A transferee under such transfer shall be entitled to be registered as a Share Group Holder and no purchaser shall be answerable for the loss, misapplication or non-application, or be obliged to see to the application of the purchase money paid by him, nor shall he be concerned to inquire as to the fact of any default or compliance with any requirements as to sale under such aforesaid power;
- 26.1.4 Such transferee shall be entitled upon registration to be a Share Group Holder discharged from all liability on account of such mortgage, charge or encumbrance as well as any subsequent mortgage charge or encumbrance over the said shares of which notice shall have been given to the Company; and
- 26.1.5 The Company shall not incur by any of its actions or omissions when acting under this paragraph any liability of any kind.
- 26.2 For so long as any mortgagee is a mortgagee of shares in the company ("Mortgagee"), the Company and any shareholder in the Company jointly and severally agree and admit: -
- 26.2.1 that the Mortgagee shall have a valid and sustainable caveatable interest in the land owned by the Company ("Land") as Mortgagee and may lodge a caveat ("Caveat") on the title to the Land at any time protecting that interest to prevent the Transfer or other dealing with the Land or any shares in the Company without the consent in writing of the Mortgagee;
- 26.2.2 that they expressly consent to the lodgement by the Mortgagee of a Caveat;
- 26.2.3 that they shall not at any time take any action to lapse or to remove, or attempt to lapse or to remove, a Caveat from the title to the Land without the consent in writing of the Mortgagee; and
- 26.2.4 that they shall not at any time take steps or attempt to take steps to vary or amend the Company's Constitution so far as it deals with or might otherwise affect the matters contained in this Clause.

27. LEVIES

27.1 The Board shall have the power to impose: -

27.1.1 an Ordinary Levy on Share Group Holders once in each Financial year of the Company or at such intervals as the board shall see fit; and

27.1.2 a Special Levy on Share Group Holders from time to time and at such times as the Board shall see fit.

27.2 "Ordinary Levy" means a levy comprising two (2) elements, namely:-

27.2.1 an "administration fund levy" to cover the day to day administration, maintenance or repair of the building for the twelve month period following imposition of the levy and shall include amounts sufficient to cover the liability of the Company for: -

- (a) Council Rates and all other amounts properly payable to municipal authorities;
- (b) Water Sewerage and Drainage rates and all other amounts properly payable to water sewerage or drainage authorities;
- (c) Amounts payable for Federal or State Land Tax and any other charges and taxes imposed upon the Land by any properly constituted body;
- (d) Insurance premiums for insurance of the Town Houses in the terms specified in Clause 9;
- (e) The cost of repairs and maintenance to the Common Property as are necessary to keep the Common Property in first class order and condition;
- (f) The cost of cleaning of the Common Property including all cleaning materials, implements and labour;
- (g) The cost of electricity to the Common Property;
- (h) The wages of any caretaker or other employee of the Company employed in the running, administration and maintenance of the Common Property;
- (i) Any items of expenditure carried forward from the previous year;
- (j) Any amount payable as Directors fees in accordance with these Articles;
- (k) Interest, Bank Charges and institutional or other ancillary charges payable upon any moneys borrowed or raised by the Company;
- (l) Management, accounting, legal, secretary and other professional charges including, without limiting the generality of the foregoing, any fees payable to the Managing Agent; and
- (m) Any other expenditure properly incurred by the Company in the day to day running, administration and maintenance of the Common Property or the Land to maintain the Town Houses as first class residential Town Houses (the above hereinafter known as the "Administration Fund Component"); and

- 27.2.2 A "sinking fund levy" being such contribution as the Board may see fit to cover contingent or anticipated liabilities and expenses that are irregularly incurred by the Company by reason of its ownership of the Land.
- 27.3 "Special Levy" means a levy imposed to cover payments of a capital, irregular or major nature and shall include amount sufficient to cover the liability of the Company for:-
- 27.3.1 the cost of painting and re-painting any part of the Common Property of the Building;
- 27.3.2 the cost of acquisition of any personal property;
- 27.3.3 the cost to renew or replace any fixtures, fittings or personal property owned by the Company;
- 27.3.4 any amount that the Company is liable to pay forthwith but is unable to pay unless such a levy is raised; and
- 27.3.5 any amount payable by the Company that cannot be paid by current funds.
- 27.4 Upon any levy being imposed under this Clause 27, the Secretary shall cause a notice of that levy in the form prescribed by Schedule 4 to these Articles or such other form as he deems necessary to be sent to each Share Group Holder. Each Share Group Holder shall be liable to pay to the Company such proportion of any such levy as is equal to the Proportion of Unit Group shown in Schedule 2 beside that Share Group Holder's distinctive share member (shown in Schedule 2) bears to the Aggregate Unit entitlement shown in the said Plan. The amount levied on each Share Group Holder shall be payable within thirty (30) days after service of the notice of levy failing which: -
- 27.4.1 the amount remaining unpaid shall bear interest at a rate equivalent to that charged by the Company's bankers (and if there be more than one banker on the mean of bankers' rates) on overdrafts exceeding One hundred thousand dollars (100,000.00) or such other rate as the Board may prescribe from time to time; and
- 27.4.2 any member in default shall lose his entitlement to vote at general meetings of the company until all sums owing to the Company by him are repaid.
- 28. FUNDS TO BE ESTABLISHED**
- 28.1 The Company shall within 14 days of the Annual General Meeting of the Company or upon any levy being imposed under Clause 27 establish and shall maintain a bank account styled " - Administration Fund". The Board shall cause to be paid into that account moneys received by way of Ordinary Levy under Clause 27.2.1.
- 28.2 The Company shall within one (1) month of the first General Meeting of the Company or upon any levy being imposed under Clause 27 establish a bank account styled " - Sinking Fund". The Board shall cause to be paid into that account moneys received way of ordinary levy under Clause 27.2.2.
- 28.3 Funds contained in the Administration Fund shall not be transferred to the Sinking Fund (and vice versa) without approval from the Board.
- 28.4 The Board shall ensure that the Administration Fund is used for the purposes set out in Clause 27.2.1 and that the Sinking Fund described in Article 10.2 is used for the purposes set out in Clause 27.2.2.

- 28.5 The Board may invest any moneys in its Administration Fund or Sinking Fund in any authorised Trustee investment or any other investment then prescribed by the *Strata Titles Act* 1973 (as amended).

## 29. CERTIFICATE AS TO SHARE HOLDER

- 29.1 The Secretary upon receiving a written request and the amount of ninety two dollars and forty cents (\$92.40) (or such fee as determined by the Board from time to time) shall prepare and issue upon application by an Intentional Party, a certificate in the form of the Certificate contained in Schedule 5 containing the following information:-

29.1.2 date of certificate;

29.1.3 the Share Group referred to in the Certificate;

29.1.4 details of insurance policies held by the Company, including:-

- (i) Name of insurer
- (ii) Policy number for each policy
- (iii) Amount of cover for each policy;

29.1.5 name and address of Directors of the Company;

29.1.6 name and address of Secretary of the Company;

29.1.7 name and address of Managing Agent of the Building;

29.1.8 the amount of any levies imposed by the board in relation to the share group including:-

- (i) the amount of Administrative Fund Component;
- (ii) the amount of Sinking Fund Component;
- (iii) details of current levies paid and owing;
- (iv) the balance of the Company's Administrative Account;
- (v) the balance of the Company's Sinking Fund Account;
- (vi) the balance of past levies not yet paid; and
- (vii) the amount of interest outstanding pursuant to Clause 27.4.

## 30. MANAGING AGENT

- 30.1 A Managing Agent may be appointed by the Board upon such terms as it thinks fit, and the Board may from time to time revoke any such appointment and fill any vacancy arising therefrom.

## 31. BY-LAWS

- 31.1 The By-Laws of the Company shall be those set out in Schedule 1 to this Constitution, as varied by resolution of the Board from time to time.
- 31.2 Upon the Board becoming aware of any amendment to the By-Laws contained in Schedule 1 to the *Strata Schemes Management Act, 1996*, it shall forthwith give consideration to making a corresponding amendment to the Company's By-Laws.

31.3 The Secretary shall supply and shall keep supplied each Share Group Holder and the Share Group Holder shall supply and keep supplied to each approved lessee of their respective units with a copy of the By-Laws in force from time to time.

31.4 The By-Laws may be modified at a General Meeting subject to not less than 75% of the Share Group Holders entitled to vote agreeing to such modification.

## 32. SPECIAL RIGHTS OF LOT HOLDERS

32.1 Notwithstanding anything contained in this Constitution, only the owner of Shares pertaining to any Town House shall be entitled to hold Shares granting rights to any Utility Lot.

## 33. DECISION TO SUBDIVIDE

33.1 The Company may by special resolution resolve to convert the Property to Strata Title under the *Strata Schemes (Freehold Development) Act 1973*, whereupon the Directors shall have full powers to do all acts or things as may be necessary or convenient for the purpose of effecting such conversion, including but without limitation the power to:

33.1.1 prepare a strata plan;

33.1.2 apply for and obtain any necessary development consent or approval of the said plan from the local Council and any other relevant statutory authority and in the event of any refusal of such consent or approval, to lodge and prosecute any appeal that may lie against such refusal;

33.1.3 lodge the said plan for registration by the Registrar General; and

33.1.4 transfer the lots in the said plan to the respective Shareholders for a nominal consideration in exchange for a waiver of all rights of occupancy respectively held by such Shareholders.

33.2 Each Share Group Holder shall be entitled to have transferred to him by the Company a lot in the proposed strata plan corresponding to the Lot in respect of which that Share Group Holder is entitled to exclusive use by virtue of his shareholding, with a Unit Entitlement corresponding to his Proportion of Unit Group. The costs of conversion shall be borne by the Company and the Shareholders shall contribute to such costs in the same proportion as their Proportion of Unit Group in Schedule 2.

33.3 The Company may by special resolve effect a Torrens Title subdivision of the Property whereupon the Directors shall have full powers to do all acts or things as may be necessary or convenient for the purpose of effecting such Torrens Title subdivision, including without limitation the power to:-

33.3.1 prepare a plan of subdivision;

33.3.2 apply for any obtain any necessary development consent or approval of the said plan of subdivision from the local Council and any other relevant statutory authority and in the event of any refusal of such consent or approval, to lodge and prosecute any appeal that may lie against such refusal;

33.3.3 lodge the said plan of subdivision for registration by the Registrar General; and

33.3.4 transfer the lots in the said plan of subdivision to the respective Shareholders for a nominal consideration in exchange for a waiver of all rights of occupancy respectively held by such Shareholders.

- 33.4 Each Share Group Holder shall be entitled to have transferred to it by the Company a lot in the proposed plan of subdivision corresponding to the Lot, Utility Lot or area of exclusive occupancy in respect of which that Share Group Holder is entitled to exclusive use by virtue of his shareholding. The costs of conversion of each lot shall be borne by each Share Group Holder who shall contribute to such costs in the same proportion as their Portion of Unit Group in Schedule 2.
- 33.5 Each Share Group Holder will be liable for his own legal costs and expenses, taxes and stamp duty (if any are payable) in respect of the transfer of any lot to that Share Group Holder.
- 33.6 Following completion of either a Strata Title subdivision or Torrens Title subdivision being effected, the Company shall be wound up.

#### 34. ARBITRATION

- 34.1 In the event of a dispute arising as to:-

34.1.1 the amount of levies payable by a Share Group Holder;

34.1.2 the failure of a Share Group Holder to pay levies; or

34.1.3 an inability of a Committee to resolve a question posed to that Committee at a meeting convened pursuant to Clause 10.11;

34.1.4 any other alleged breach of this Constitution including, but not limited by the By-Laws referred to in Schedule 1;

any Share Group Holder may submit the dispute to be resolved by Arbitration.

- 34.2 The Arbitrator shall be such Arbitrator as shall be appointed by the President for the time being of the Institute of Arbitrations (Australia) and the arbitration shall be conducted in accordance with the rules and regulations of the said Institute of Arbitration's (Australia) applicable from time to time.
- 34.3 The decision of the Arbitrator shall be final and binding on all Share Group Holders including any obligation on the Share Group Holders to execute documents and do all things necessary to enable compliance with the decision of the Arbitrator.

#### 35. EASEMENTS

- 35.1 Should the plan in Schedule 3 indicate the existence of easements upon or appurtenant to a lot described upon such plan and be accompanied by an instrument in a form similar to an instrument pursuant to section 88B of the *Conveyancing Act, 1919*, then: -

- (a) that easement(s) shall have the same effect as a like easement(s) pursuant to the *Conveyancing Act, 1919* Schedules 4a and 8.
- (b) the Share Group Holder of the lot burdened by an easement shall be subject to the same obligations as those imposed by the *Conveyancing Act* upon the proprietor of a servient tenement.
- (c) the Share Group Holder of the lot having the benefit of an easement shall have the same benefits as those benefits granted by the *Conveyancing Act* to the registered proprietor of a dominant tenement.



I, Brian Keith Hones the person specified in the application for the Company's registration as a person who consents to become a member of the Company, agree to the terms of the foregoing Constitution.

Date: 25/7/05

  
.....  
Brian Keith Hones

©2005

## SCHEDULE 1

### 7TH AVENUE LLANDILO PTY LIMITED

#### BY-LAWS

##### Clause 1      Proprietor's Attendance at Board Meetings

A Share Group Holder or, where that person is a corporation any nominee of the corporation is entitled to attend a meeting of the Board but may not address the meeting unless authorised by resolution of the Board.

##### Clause 2      Noise

A Share Group Holder or occupier of a lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the share group holder or occupier of another lot or of any person actually using common property.

##### Clause 3      Vehicles

A Share Group Holder or occupier of a lot shall not park or stand any motor or other vehicle upon common property except with the written approval of the Board.

##### Clause 4      Damage to Common Property

A Share Group Holder or occupier of a lot shall not mark, paint, drive nails or screw or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Board.

##### Clause 5      Behaviour of Invitees

A Share Group Holder or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Share Group Holder or occupiers of another lot.

##### Clause 6      Cleaning and Maintenance

A Share Group Holder or occupier of a lot shall keep clean all glass in windows and doors on the boundary of his lot, including so much thereof as is common property and shall ensure all landscaping and gardens are cared for and maintained.

##### Clause 7      Garbage Disposal

A Share Group Holder or occupier of a lot: -

- (a) shall maintain within his lot in a clean and dry condition an adequately covered receptacle for garbage;
- (b) shall ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained;
- (c) for the purpose of having the garbage collected shall, not more than twelve hours before the time at which garbage is normally collected place the receptacle within an area designated for that purpose by the Board;



- (vii) Amount (if any) not due and payable 20
- (viii) Amount of past levies not yet paid; and interest due thereon:-
  - (a) Amount outstanding \$
  - (b) Interest from to \$

(b) SPECIAL LEVIES

- (i) Amount of current special levies \$
- (ii) Date upon which resolution of Board imposed levy 20
- (iii) Brief statement as to the purpose for which the levy was imposed:

(iv) Date upon which levy payable

(v) Amount of levy unpaid

(c) FUNDS

- (i) The balance of the Administrative Fund as at
  - day of 20 \$
- (ii) The balance of the Sinking Fund as at
  - day of 20 \$

3. Certifies that particulars of insurance policies held by the company in relation to the building are:-

TYPE OF POLICY	NAME OF INSURER	POLICY NO.	SUM INSURED	DUE DATE	AMOUNT OF POLICY
-------------------	--------------------	---------------	----------------	-------------	---------------------

4. The books, accounting records and financial statements of the Company are available for inspection at the following address upon payment of the fee from time to time prescribed by the Board and upon making an appointment:-

THE COMMON SEAL OF )  
 7TH AVENUE LLANDILO )  
 PTY LIMITED )  
 was hereunto affixed by authority of the )  
 Board in the presence of: )

.....  
 Secretary

.....  
 Director

# SCHEDULE 2

## LOT ENTITLEMENT TABLE

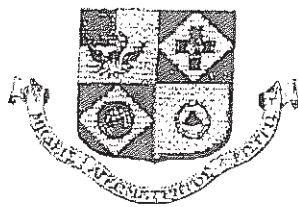
Lot No.	No of Shares of Share Group	Proportion of Share Group	Distinctive Share Certificate Numbers
1	440000	50%	1
2	440000	50%	2
	880000	100%	

SCHEDULE 3

PLAN  
(Annexed Hereto)

**PETER FREEBURN**, R.S., M.I.S.**MATTHEW FREEBURN**, B. Surv., R.S., M.I.S.

LAND, ENGINEERING AND MINING SURVEYORS

MEMBERS INST. OF SURVEYORS REGISTERED  
UNDER SURVEYORS ACT 1929REGISTERED BY  
THE INSTITUTION OF SURVEYORS, N.S.W.  
FOR THE USE OF ITS MEMBERS ONLY

PENRITH OFFICE PH: (02) 4721 2289

FAX: (02) 4721 5646

WINDSOR OFFICE

PH: (02) 4577 5551

Correspondence to:

Suite 2, 1st Floor, "Surveyor House"  
2 Castlereagh Street, Penrith NSW 2750

DX 8018 PENRITH

Our Ref: 29882

15 August 2005

Joseph Hartley  
PO Box 1741  
CASTLE HILL NSW 1765

Dear Sir

In accordance with your instructions, I have made a survey upon Lot 9 in Deposited Plan 29178 being land situate Llandilo, Local Government Area of Penrith, Parish of Londonderry, County of Cumberland, and report as follows:

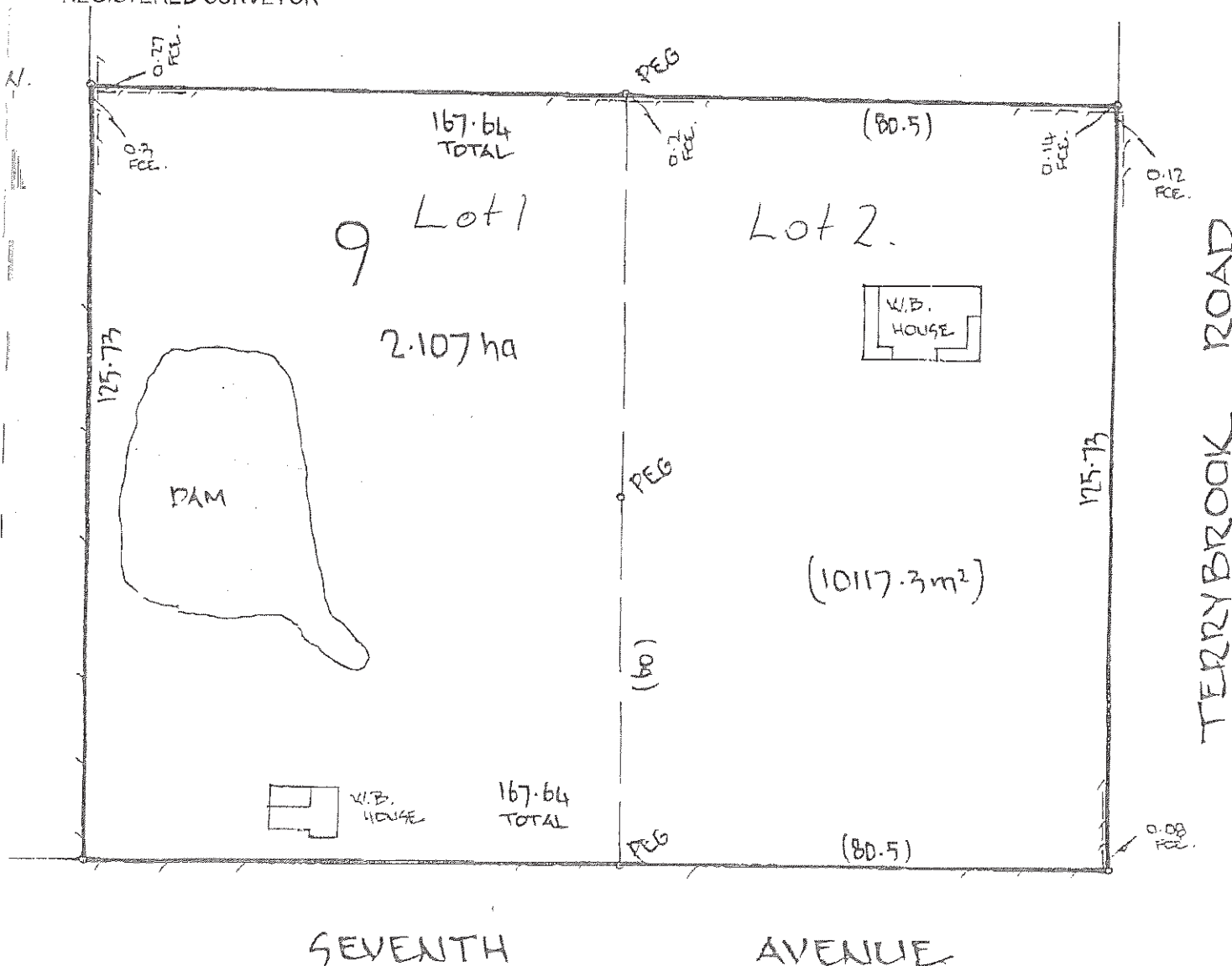
Pegs have been placed to define the position of the internal boundary of the land, as directed by client on site, on the land. The land has frontages to Seventh Avenue and Terrybrook Road.

The positions of the pegs placed and the dimensions of the allotment are shown on the diagram below.

Fences stand upon and over the boundaries, as shown. Two weatherboard houses are erected on the land.

Yours faithfully

REGISTERED SURVEYOR



## SCHEDULE 4

## 7TH AVENUE LLANDILO PTY LIMITED

(CLAUSE 27.4)

## NOTICE OF LEVY

TO:

SHARE GROUP

SHARE NUMBERS:

LOT:

TOTAL AMOUNT OF

LEVY RAISED:

YOUR % OF LEVY: \_\_\_\_\_

Pursuant to a special resolution of the Board on \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_ an ordinary/special levy \_\_\_\_\_ has been imposed:-

A. YOUR GROUPS PROPORTION

(a)	Administration Fund	\$
-----	---------------------	----

(b) Sinking Fund \$

(c)	TOTAL	\$
-----	-------	----

B DATE LEVY DUE:

(a) Full amount of levy due on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

OR

(b) (i) levy payable by instalments  
(ii) date upon which each instalment is due and payable:

20

20

20

20

(iii)	First instalment date	20
-------	-----------------------	----

C REASON FOR LEVY:

(i) Ordinary Levy:

Funds to meet day to day expenses of the Company and its Administration and maintenance of the Building.

OR

(ii) Special Levy .....

The Common Seal of 7TH AVENUE )

LLANDILO PTY. LIMITED

ACN 115 441 515 was hereunto

affixed by Authority of the Board in the presence of: )

SCHEDULE 5

CLAUSE 27.4 CERTIFICATE

COMPANY: 7TH AVENUE LLANDILO PTY LIMITED

BUILDINGS  
SHARE GROUP NO.

DATE:

The Company known as 7TH AVENUE LLANDILO PTY LIMITED as at the date hereof and with respect to Share Group known as shares distinctively numbered to and to

Hereby Certifies that:-

1. (a) The name and address of each person who is a member of the Board of Directors is:

- 1.
- 2.
- 3.
- 4.
- 5.

- (b) The name and address of the Secretary of the Company is:-

NAME: ADDRESS:

- (c) (i) No person has been appointed Managing Agent of the Building  
or  
(ii) The name and address of the person appointed as Managing Agent of the Building is:-

NAME: ADDRESS:

2. In accordance with Clause 29 of the said Constitution the following information is current with respect to levy contributions and other monies owing by the Share Group Holder of the said shares:-

- (a) ORDINARY LEVIES

- |       |  |    |
|-------|--|----|
| (i)   | Total amount of current levy apportioned to the said Share Group | \$ |
| (ii)  | Administrative component of ordinary levy                        | \$ |
| (iii) | Sinking fund component of ordinary levy                          | \$ |
| (iv)  | Number of Instalments payable                                    |    |
| (v)   | Date upon which instalment is due and payable                    | 20 |

- |      |                                    |    |
|------|------------------------------------|----|
| (vi) | Date to which instalments are paid | 20 |
|------|------------------------------------|----|

- (vii) Amount (if any) not due and payable 20
- (viii) Amount of past levies not yet paid; and  
interest due thereon:-
  - (a) Amount outstanding \$
  - (b) Interest from to \$

(b) SPECIAL LEVIES

- (i) Amount of current special levies \$
- (ii) Date upon which resolution of Board  
imposed levy 20
- (iii) Brief statement as to the purpose for which  
the levy was imposed:

(iv) Date upon which levy payable

(v) Amount of levy unpaid

(c) FUNDS

- (i) The balance of the Administrative Fund as at  
day of 20 \$
- (ii) The balance of the Sinking Fund as at  
day of 20 \$

3. Certifies that particulars of insurance policies held by the company in relation to the building are:-

TYPE OF POLICY	NAME OF INSURER	POLICY NO.	SUM INSURED	DUE DATE	AMOUNT OF POLICY
-------------------	--------------------	---------------	----------------	-------------	---------------------

4. The books, accounting records and financial statements of the Company are available for inspection at the following address upon payment of the fee from time to time prescribed by the Board and upon making an appointment:-

THE COMMON SEAL OF )  
7TH AVENUE LLANDILO )  
PTY LIMITED )  
was hereunto affixed by authority of the )  
Board in the presence of: )

.....  
Secretary

.....  
Director

Certificate No. 1

**Share Certificate**  
**7TH AVENUE LLANDILO PTY. LIMITED**  
ACN 115 441 515  
Registered Under the Corporations Law

This is to Certify that **Joseph Peter Hartley**  
of **17 Finlay Street, Blacktown**  
is the holder of **440000** shares for **Lot 1**, being shares numbered **1 to 440000**,  
on which the sum of **ONE DOLLAR** (\$1.00) per **SHARE** has been paid  
subject to the Constitution of the Company

Dated this 19 day of August 2005

Executed in Accordance  
with the Corporations Law

Joseph Peter Hartley ..... Director

A ..... Director

**FORM OF TRANSFER**

I, ..... being the sole and full owner of the share as shown above, in consideration of the sum of ..... paid to me by  
said share numbered ..... in the Company the name of which appears above to hold unto the said Transferee subject to the several conditions on which I hold the same. AND I the  
said Transferee to hereby agree to take the said share subject to the conditions aforesaid.

TRANSFERRED AS WITNESS our hands the ..... day of ..... 20.....

SIGNED by the Transferor: .....

in the presence of: .....

Signed by the Transferee: .....

in the presence of: .....





ASIC

Australian Securities & Investments Commission

## Current Company Extract

**Name:** 7TH AVENUE LLANDILO PTY. LIMITED

**ACN:** 115 441 515

Date/Time: 14 July 2020 AEST 03:10:44 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
<b>Current Organisation Details</b>	
Name: 7TH AVENUE LLANDILO PTY. LIMITED	DP0148P
ACN: 115 441 515	
ABN: 43115441515	
Registered in: New South Wales	
Registration date: 25/07/2005	
Next review date: 25/07/2020	
Name start date: 25/07/2005	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Home Unit Proprietary Company	

Address Details	Document Number
<b>Current</b>	
Registered address: Level 25, 66 Goulburn Street, SYDNEY NSW 2000	7E9810885
Start date: 22/01/2018	
Principal Place Of Business address: Lot 9 7th Avenue, LLANDILO NSW 2747	021373261
Start date: 25/07/2005	

Contact Address
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.
<b>Current</b>
Address: Level 25, 66 Goulburn Street, SYDNEY NSW 2000
Start date: 27/06/2014

Officeholders and Other Roles	Document Number
<b>Director</b>	
Name: JOSEPH PETER HARTLEY	7E2357201
Address: 14 Daraya Road, MARAYONG NSW 2148	
Born: 07/10/1978, CASTLE HILL, NSW	
Appointment date: 19/08/2005	
Name: SABINE MONIKA BISCHKOPF	7E2609087
Address: Lot 9 Terrybrook Road, LLANDILO NSW 2747	
Born: 23/09/1960, HAMBURG, GERMANY	
Appointment date: 08/12/2009	

Share Information
<b>Share Structure</b>

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY SHARES	880000	88000.00	0.00	022304424

**Members**

Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Name: JOSEPH PETER HARTLEY  
Address: 14 Daraya Road, MARAYONG NSW 2148

Class	Number held	Beneficially held	Paid	Document number
ORD	440000	yes	FULLY	7E2357201

Name: SABINE MONIKA BISCHKOPF  
Address: Lot 9 Terrybrook Road, LLANDILO NSW 2747

Class	Number held	Beneficially held	Paid	Document number
ORD	440000	yes	FULLY	7E2608814

**Documents**

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
15/01/2018	484B Change To Company Details Change Of Registered Address	15/01/2018	2	15/01/2018	7E9810885

\*\*\*End of Extract of 2 Pages\*\*\*



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 9/29178

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/7/2020	3:03 PM	2	6/1/2006

LAND

-----

LOT 9 IN DEPOSITED PLAN 29178  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF LONDONDERRY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP29178

FIRST SCHEDULE

-----

7TH AVENUE LLANDILO PTY LIMITED (T AC29957)

SECOND SCHEDULE (1 NOTIFICATION)

-----

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

20245

PRINTED ON 14/7/2020

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



Plan Form No. 2 (for Deposited Plan)

Municipality of PENRITH  
Shire of

H25328 19-8-58.

PLAN

OF SUBDIVISION OF PORTION 125 OF PARISH

PARISH OF LONDONDERRY COUNTY OF CUMBERLAND

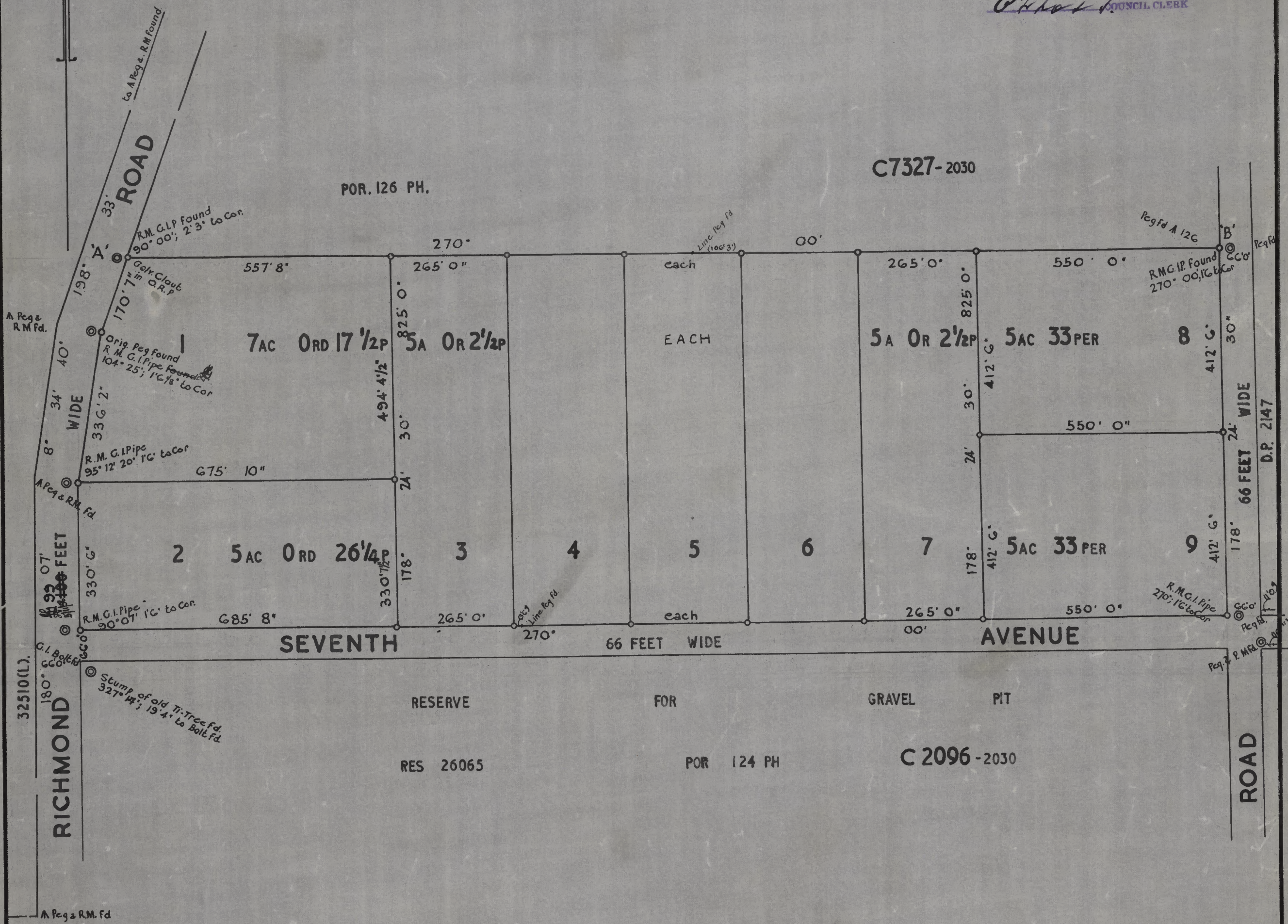
Scale. 200 FEET to an inch

This is the plan numbered & recorded as  
DEPOSITED PLAN No. 29178  
the 14<sup>th</sup> day of November 1958  
*Jan Watson*  
REGISTRAR GENERAL.

Certificate No. 56/58

I hereby certify that the requirements of the Local Government Act 1919 (other than the requirements for the registration of plans), have been complied with by the applicant in relation to the proposed

Subdivision set out herein.  
Approved by the Council on the 11th day of March 1958.  
*W. H. H. H.* COUNCIL CLERK



Approved by Council & Covered by Council Clerk's Certificate

No. of

Council Clerk.

Datum line of Azimuth A-B.

GEOFFREY LOUIS GOODWIN  
of 390 CHAPEL ROAD BANKSTOWN  
a surveyor registered under the Surveyors Act, 1929-1946, hereby certify that the survey represented in this plan is accurate and has been made \* (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 14th July 1958.  
(Signature) *G. L. Goodwin*  
Surveyor registered under the Surveyors Act, 1929-46.

\*Strike out either (1) or (2). †Insert date of Survey.





CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 29178

FEET INCHES		METRES
1	-	0.305
1	6	0.457
1	6 1/8	0.460
2	3	0.686
11	-	3.353
33	-	10.058
55	9 1/8	16.996
66	-	20.117
99	-	30.175
170	7	51.994
170	7 1/2	52.007
178	-	54.254
198	-	60.350
265	-	80.772
330	6	100.736
330	7 1/2	100.775
336	2	102.464
412	6	125.730
494	4 1/2	150.686
550	-	167.640
557	8	169.977
675	10	205.994
685	8	208.991
825	-	251.460

AC	RD	P	HA
5	-	2 1/2	2.03
5	-	26 1/4	2.09
5	-	33	2.1
7	-	17 1/2	2.877

Application: 10481573  
Your Ref: 20245

**17 July 2020**

**Property details:** Lot 9 Terrybrook Rd Llandilo NSW 2747  
LOT 9 DP 29178

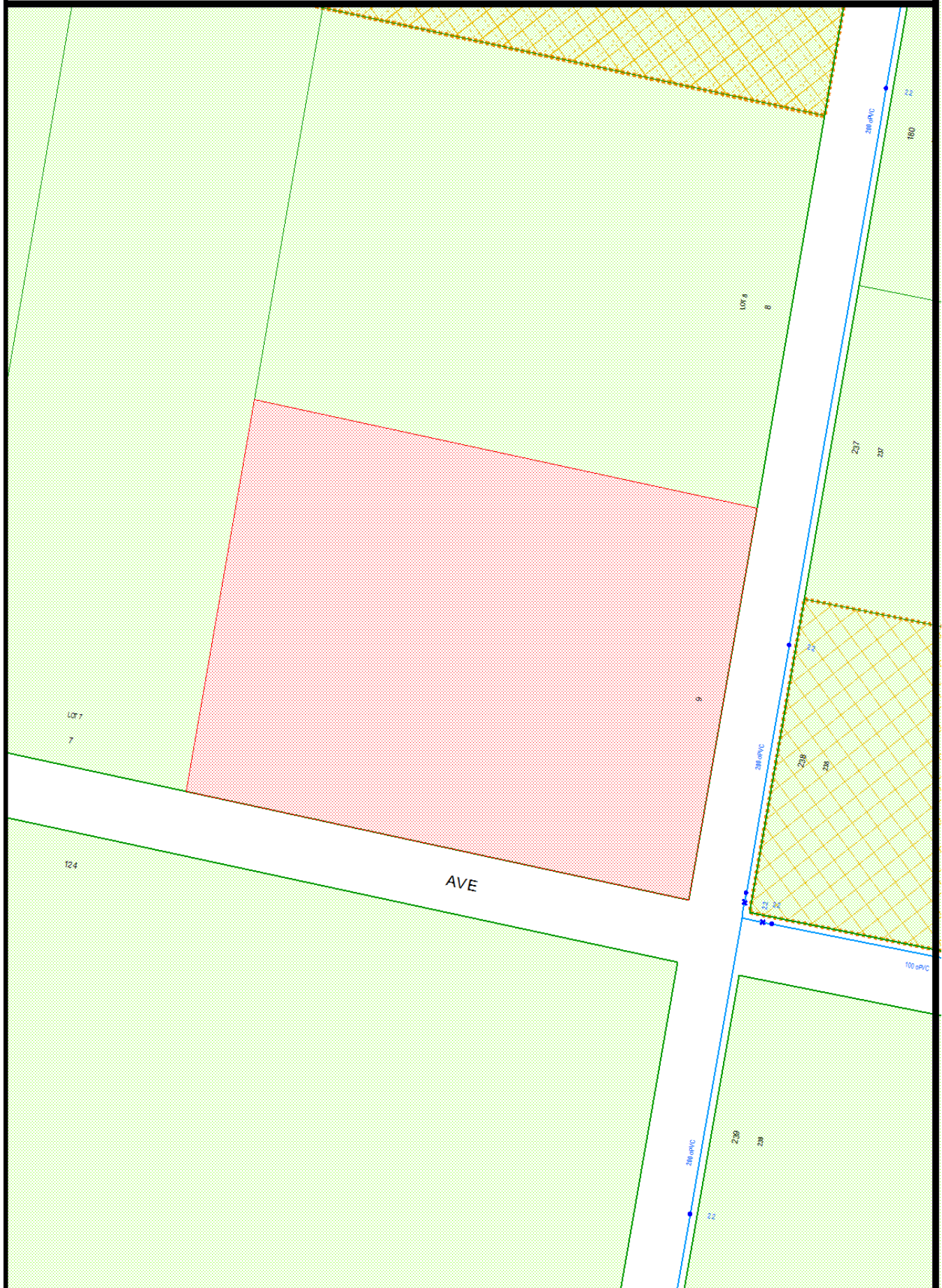
We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services  
Customer Services





NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

Property No: 557187  
Your Reference:  
Contact No.

Issue Date: 06 July 2020  
Certificate No: 20/02838

Issued to: Mr J Hartley  
Po Box 1741  
CASTLE HILL NSW 1765

PRECINCT 2010

**DESCRIPTION OF LAND**

**County:** CUMBERLAND

**Parish:** LONDONDERRY

**Location:** Lot 9 Terrybrook Road LLANDILO NSW 2747

**Land Description:** Lot 9 DP 29178

**- PART 1 PRESCRIBED MATTERS -**

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

**1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs**

*1(1) The name of each environmental planning instrument that applies to the carrying out of development on the land:*

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.

State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.

State Environmental Planning Policy No.55 - Remediation of Land.

State Environmental Planning Policy No.64 - Advertising and Signage.

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State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.  
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4 of the policy.)  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.  
State Environmental Planning Policy (State Significant Precincts) 2005.  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2013.  
State Environmental Planning Policy (Infrastructure) 2007.  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.  
State Environmental Planning Policy (Affordable Rental Housing) 2009.  
State Environmental Planning Policy (State and Regional Development) 2011.  
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.  
State Environmental Planning Policy (Education Establishments and Child Care Centre Facilities) 2017.  
State Environmental Planning Policy (Primary Production and Rural Development) 2019.  
State Environmental Planning Policy (Major Infrastructure Corridors) 2020.

***1(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act:***

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft State Environmental Planning Policy (Environment) applies to the land.

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

***1(3) The name of each development control plan that applies to the carrying out of development on the land:***

Penrith Development Control Plan 2014 applies to the land.

Draft Development Control Plan 2014 - Housekeeping Amendment may apply to the land. Please visit Council's website via [www.penrithcity.nsw.gov.au](http://www.penrithcity.nsw.gov.au) for more information.

## **2 ZONING AND LAND USE UNDER RELEVANT LEPs**

***For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):***

***2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.***

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*(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)*

### **Zone RU4 Primary Production Small Lots (Penrith Local Environmental Plan 2010)**

#### **1 Objectives of zone**

- To enable sustainable primary industry and other compatible land uses.
- To encourage and promote diversity and employment opportunities in relation to primary industry enterprises, particularly those that require smaller lots or that are more intensive in nature.
- To minimise conflict between land uses within the zone and land uses within adjoining zones.
- To ensure land uses are of a scale and nature that is compatible with the environmental capabilities of the land.
- To preserve and improve natural resources through appropriate land management practices.
- To maintain the rural landscape character of the land.
- To ensure that development does not unreasonably increase the demand for public services or facilities.

#### **2 Permitted without consent**

Extensive agriculture; Home occupations

#### **3 Permitted with consent**

Agricultural produce industries; Agriculture; Animal boarding or training establishments; Aquaculture; Building identification signs; Business identification signs; Cellar door premises; Cemeteries; Community facilities; Crematoria; Dual occupancies; Dwelling houses; Environmental facilities; Environmental protection works; Farm buildings; Flood mitigation works; Home-based child care; Home businesses; Home industries; Intensive plant agriculture; Information and education facilities; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (outdoor); Roads; Roadside stalls; Rural supplies; Schools; Secondary dwellings; Tourist and visitor accommodation; Veterinary hospitals

#### **4 Prohibited**

Dairies (restricted); Feedlots; Hotel or motel accommodation; Serviced apartments; Any other development not specified in item 2 or 3

### **Flood planning**

All or part of the subject land is identified in Penrith Local Environmental Plan 2010 (PLEP 2010) Clause 7.2 Flood Planning. Development consent is required for any development on land to which Clause 7.2 of PLEP 2010 applies.

### **Rural subdivision**

Under the terms of Clause 4.2 of Penrith Local Environmental Plan 2010 land in Zone RU1 Primary Production, Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots or Zone RU6 Transition may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Penrith Local Environmental Plan 2010 Lot Size Map in relation to that land. Such a lot cannot be created if an existing dwelling would, as a result of the subdivision, be situated on the lot; and a dwelling cannot be erected on such a lot.



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### **Residential development and subdivision prohibited in certain rural, residential and environment protection zones**

Under the terms of Clause 4.2A of Penrith Local Environmental Plan 2010 (PLEP 2010) on land within Zone RU1 Primary Production, Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots, Zone RU5 Village, Zone R5 Large Lot Residential, Zone E3 Environmental Management or Zone E4 Environmental Living development consent must not be granted for the erection of a dwelling house on a lot resulting from the closure of part or all of a road, whether before or after the commencement of this Plan. This requirement does not apply to a lot created by the consolidation of a lot resulting from a road closure with an adjoining lot that did not result from a road closure.

### **Additional information relating to Penrith Local Environmental Plan 2010**

**Note 1:** Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

**Note 2:** Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

**Note 3:** Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

**Note 4:** A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

**Note 5:** Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

**Note 6:** Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

**Note 7:** Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

**Note 8:** Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

**Note 9:** Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

**Note 10:** Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP

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2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

**Note 11:** Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

***2(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed:***

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

***2(f) whether the land includes or comprises critical habitat:***

(Information is provided in this section only if the land includes or comprises critical habitat.)

***2(g) whether the land is in a conservation area (however described):***

(Information is provided in this section only if the land is in a conservation area (however described).)

***2(h) whether an item of environmental heritage (however described) is situated on the land:***

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

### ***2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006***

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

## ***3 COMPLYING DEVELOPMENT***

### ***HOUSING CODE***

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

### ***RURAL HOUSING CODE***

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

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Complying development under the Rural Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

### ***LOW RISE HOUSING DIVERSITY CODE***

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Housing Diversity Code **may** be carried out on the land if the land is within one of the abovementioned zones.

### ***GREENFIELD HOUSING CODE***

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

### ***HOUSING ALTERATIONS CODE***

Complying development under the Housing Alterations Code **may** be carried out on the land.

### ***GENERAL DEVELOPMENT CODE***

Complying development under the General Development Code **may** be carried out on the land.

### ***COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE***

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

### ***SUBDIVISIONS CODE***

Complying development under the Subdivisions Code **may** be carried out on the land.

### ***DEMOLITION CODE***

Complying development under the Demolition Code **may** be carried out on the land.

### ***COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE***

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

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Complying development under the Commercial and Industrial (New Buildings and Alterations) Code **may** be carried out on the land if the land is within one of the abovementioned zones.

### ***FIRE SAFETY CODE***

Complying development under the Fire Safety Code **may** be carried out on the land.

(NOTE: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

### ***4 COASTAL PROTECTION***

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

### ***5 MINE SUBSIDENCE***

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

### ***6 ROAD WIDENING AND ROAD REALIGNMENT***

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) an environmental planning instrument, or
- (c) a resolution of council.

### ***7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS***

#### **(a) Council Policies**

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

#### **(b) Other Public Authority Policies**

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

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### **7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

(1) Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) (if such uses are permissible on the land) is subject to flood related development controls.

(2) Development on the land or part of the land for industrial or commercial purposes (if such uses are permissible on the land) is subject to flood related development controls.

Development on the land or part of the land for purposes other than industrial or commercial, or for purposes other than those referred to in (1) above, will be considered on a merits based approach and flood related development controls may apply.

Note: The land is subject to Penrith Development Control Plan 2014 Section C3.5 Flood Planning. On application and payment of the prescribed fee Council may be able to provide in writing a range of advice in regard to the extent of flooding affecting the property.

### **8 LAND RESERVED FOR ACQUISITION**

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

### **9 CONTRIBUTIONS PLANS**

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

### **9A BIODIVERSITY CERTIFIED LAND**

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.)

### **10 BIODIVERSITY STEWARDSHIP SITES**

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates.)

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### **10A NATIVE VEGETATION CLEARING SET ASIDES**

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates).

### **11 BUSH FIRE PRONE LAND**

All of the land is identified as bush fire prone land according to Council records. Guidance as to restrictions that may be placed on the land as a result of the land being bush fire prone can be obtained by contacting Council. Such advice would be subject to further requirements of the NSW Rural Fire Services.

### **12 PROPERTY VEGETATION PLANS**

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

### **13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

(Information is provided in this section only if Council has been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.)

### **14 DIRECTIONS UNDER PART 3A**

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

### **15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING**

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

### **16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

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### ***17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING***

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

### ***18 PAPER SUBDIVISION INFORMATION***

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

### ***19 SITE VERIFICATION CERTIFICATES***

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

***NOTE: The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate***

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

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### **20 LOOSE FILL ASBESTOS INSULATION**

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the home Building Act 1989))

### **21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

(Information is provided in this section only if Council is aware of any “affected building notice” and/or a “building product rectification order” in force for the land).

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

Note: This is a certificate under section 10.7 of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) **and** 10.7(5) should be applied for.

Contact Council for details as to obtaining the additional information.

**Warwick Winn**  
**General Manager**

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#### **Please note:**

Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.

Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.

