

comprising home units known as 2 Phillip Street, Stanmore NSW 2048 ("the Building").

- C. Pursuant to the Articles of Association of the Company the Vendor being entitled to be the registered holder of the Shares is entitled to certain rights of occupation and tenancy of Unit 3 on the land, and more particular set forth in the Articles of Association of the Company.
- D. The Vendor has agreed with the Purchaser for the sale to the Purchaser of the Shares for the consideration and on the terms and conditions hereinafter appearing.

AGREEMENT

1. Purchase price

The Vendor shall sell and the Purchaser shall purchase the Shares for the sum of _____ thousand dollars (\$) ("the Purchase Price") payable as follows:

- (a) Upon the signing of this Agreement the Purchaser shall pay to Stone Real Estate Inner West, the Vendor's Agent as stakeholder a deposit equal to ten percent of the purchase price to be invested by the stakeholder with a Bank in an interest bearing account in New South Wales, payable at call with interest to be reinvested. Interest on such deposit shall, upon the same being released:
 - (i) If the Agreement be validly completed according to its terms, be payable as to one half to the Vendor and one half of the Purchaser.
 - (ii) If the Agreement is not completed be payable to the party entitled to the deposit.
 - (iii) The Vendor and the Purchaser agrees to give such directions and do such things as may be necessary to give effect to the provisions of this clause.

- (b) The balance of the purchase money shall be paid to the Vendor as she may in writing direct, in cash or by endorsed Bank cheque, on completion.
- (c) The Purchaser agrees that if for any cause whatsoever not attributable to the default of the Vendor under this Agreement the Purchaser shall thereafter but without prejudice to any right of the Vendor as provided in this Agreement or otherwise pay to the Vendor interest on any monies then remaining owing under the Agreement at the rate of 10% per annum calculated on a daily basis for the period commencing on the first day following the due date for completion and continuing up to and including the date of completion. All such interest to be in addition to any other monies payable under this Agreement.
- (d) The Purchaser authorizes the deposit to be released to the vendor, prior to Completion, but only for the purpose of allowing the vendor to use such money as a deposit to purchase a property in New South Wales.

2. **Board Approval**

This Agreement is subject to the approval in writing of the Directors of the Company being obtained to the transfer or proposed transfer of the Shares to the Purchaser. The Purchaser agrees that with all due expedition and not later than seven days after the date hereof, he will apply for such consent in writing and do all things reasonably within his power and supply such references and other information as the Directors shall reasonably require for the purpose of obtaining such approval of the Directors within the time hereinafter limited. If the said approval of the Directors of the Company is not obtained within three (3) weeks from the date of this Agreement or such further time (if any) as the parties may mutually agree upon in writing then either party may by notice in writing to the other rescind this Agreement **PROVIDED ALWAYS** that in so rescinding the Agreement in this regard neither

party shall be entitled to rely on his own default. In the event of this Agreement being so rescinded the deposit paid herein shall be refunded to the Purchaser in full and neither party shall be liable to the other for any form of damages or compensation.

3. **Completion**

Completion will take place on the later of:

- (a) Seven days after the date of the Directors consent referred to in Clause 2 of this Agreement
- (b) **Thirty Five Days (35)** from the date of this Agreement.

If completion is not effected by the completion date, then the Vendor shall be entitled at any time thereafter to serve a notice upon the purchaser requiring completion within fourteen (14) days of service of that notice, and in this regard time shall be of the essence of the agreement.

4. **Interest**

- (a) If the Purchaser shall fail to complete this agreement by the completion date, then as an essential condition hereof, the Purchaser shall on completion pay to the Vendor interest on the balance of the purchase moneys calculated at the rate of 10% p.a. from the completion date to the date of actual completion provided that, if the Vendor shall be in default at the completion date, such interest shall be calculated from the date on which the Vendor shall be ready and willing to complete.

5. **Warranties**

The Vendor declares that it is a condition precedent to the sale of the Shares and the Vendor warrants that at the time of completion:

- (a) The Company is duly incorporated as aforesaid with a share capital.

- (b) The Company is not in liquidation or so far as is known liable to be wound up and that no action is pending in any Court for the liquidation of the Company and that also so far as is known no meeting has been called or is contemplated for the purpose of winding up the Company.
- (c) No proceedings are pending in any Court whether of law or equity against the Company or in which it may be concerned and in particular no proceedings that might prejudice or detrimentally effect the Company or its assets.
- (d) The respective Registers of Members, Directors and Charges and all other books of the Company which it is required by law to keep are properly kept.
- (e) The Shares are subject to a levy, at such times, for the such amounts and upon such terms and conditions as are specified in the Articles of Association, for an amount not exceeding the amount of the reasonable expenses charges and outgoings referred to contribute to such levy that proportion of the total levy which the number of shares held bears to the then total issued in the capital of the Company or on the basis as the Directors from time to time determine but the Shares are otherwise free from any encumbrances or charges whatsoever.
- (f) The Shares are all fully paid Shares.
- (g) The Company has no lien on any of the Shares and none of the Shares is liable to forfeiture.
- (h) No debentures have been issued by the Company.
- (i) Other than as disclosed in this Contract, in particular as set out in condition 17, the Company has no actual or contingent liabilities (except for normal operating expenses) and there are no defects, whether latent or patent, in any common areas, which will involve the Company in expenditure of

money for repair or replacement, other than ordinary wear and tear.

- (j) The Land is not affected by any scheme or proposed scheme under or pursuant to the Local Government Act, 1993, as amended, or by any road widening (or proposed road widening) scheme of any competent authority which may detrimentally affect the Land or the Building for the purchase of the use or any occupation of the Building as a block of residential units.
- (k) No notices or requirements of any nature or kind have been issued by any public or local authority in respect of the property or upon the Company on account thereof which will not have been complied with at the rate of completion.
- (l) No monies whatsoever are owing by the Company to anyone in respect of the completion of the erection of the Building.
- (m) All rates and other outgoings assessed and/or payable upon the property other than normal current or running expenses shall be duly paid for the period current at the date of completion, and at the date the Company will have complied with all the requirements of the Corporation Law.
- (n) No notice of resumption or intended resumption has been received in respect of the Land.
- (o) There shall have been no alteration as from the date hereof to the date of completion to the Articles of Association of the Company and that the capital of the Company during the same period has not (save with the consent of the Purchaser) been increased.

6. Survey

The Vendor does not have in his possession a Survey Report of the land or the buildings and no objection or requisition or claim for

compensation shall be made by the Purchaser if it should be found that there are any survey discrepancies or encroachments by or upon the land or that there is any contravention of Local Government Act or Ordinances in regard to the distance from the boundaries, walls, eaves or gutters of the building erected on the land.

7. Default

If the Purchaser defaults in the observances or performances of any obligation imposed on it under or by virtue of this Agreement, the deposit paid hereunder shall be forfeited to the Vendor who shall be entitled to terminate this Agreement and thereafter either to sue the Purchaser for breach of contract or to resell the Shares as owner and the deficiency (if any) arising on such resale and all expenses of and incidental to such resale or attempted resale and the Purchaser's default shall be recoverable by the Vendor from the Purchaser as liquidated damages provided that proceedings for the recovery thereof shall be commenced within six months of the termination of this Agreement. The Vendor may retain any monies paid by the Purchaser on account of the purchase other than the monies forfeited under this clause as security for any deficiency arising on a resale or any damages or compensation (including any allowance by way of occupation fee or for rents or profits from a Purchaser who has been in possession of the said Flat or in receipt of the rents or profits thereof) awarded to him for the Purchaser's default provided that proceedings for the recovery of such damages or compensation be commenced within six months of the termination of this Agreement.

8. Adjustments

All obligations of the Vendor to the Company in respect of the running expenses of the Company will be adjusted between the Vendor and the Purchaser as at the date of completion of this Agreement and the Purchaser will indemnify and save harmless the Vendor from any

further levies or calls made in respect of the Shares by the Company for running expenses incurred after the date of completion of this Agreement and from such time it shall be the obligation of the Purchaser to pay for all such running expenses levies and calls.

9. Notices

The address of the Purchaser for the purpose of service of all documents and notices hereunder shall be in care of his Solicitor. All notices and documents requiring to be served upon the Purchaser may be delivered to her personally or forwarded to her by post or left addressed at the aforesaid address.

10. Interpretation

Where herein used words importing the singular number or plural number shall include the plural number and singular number respectively and words importing the masculine gender shall include feminine or neuter gender.

11. Statutory Disclosure

The Vendor gives the following particulars in respect to this Agreement:

- (a) The offer is made as principal.
- (b) The Company was incorporated in New South Wales and the registration date was on the 13th of October, 2004.
- (c) The registered office of the Company is c/- Belinda Seers of 17 Malakoff Street, Marrickville NSW 2204.
- (d) The authorized and issued share capital is \$1,007,000.00.
- (e) No dividends have been paid by the Company (during that last five financial years).
- (f) No debentures have been issued by the Company.
- (g) The names and address of the Directors of the Company as shown in the records of the Australian Securities Commission are as follows:

Director Dorothy Woodgate of Unit 2, 2 Phillip Street,
Stanmore NSW 2048

email: dwoodgate@fairfaxmedia.com.au

Secretary Belinda Seers of 17 Malakoff Street, Marrickville
NSW 2042

- (h) The Shares are fully paid up.
 - (i) The Shares of the Company are not quoted nor has permission to deal in the Company's Shares been granted by any prescribed Stock Exchange in the Commonwealth of Australia.
12. (a) The Vendor warrants except as disclosed in this Agreement the land is not affected at the date of making this Agreement by any of the following matters:
- (i) That the copy of the Section 149 Certificate attached to the Contract specifies the true status of the land the subject of this Agreement
 - (ii) Any sewer of any sewerage authority passing through the land;
 - (iii) Any proposal for the realignment widening or sighting or alteration of the level of a road or railway by the Roads and Traffic Authority or State Rail Authority;
 - (iv) Any proposal by or on behalf of the Minister for Education to acquire the whole or any part of the land;
 - (v) Any proposal of the Electricity Commission to acquire any right or interest in the whole or any part of the land;
 - (vi) Any proposal of the New South Wales Land & Housing Corporation to acquire the whole or any part of the land;
 - (vii) Any declaration of section 5 of the Unhealthy Building Land Act 1990 or any proposal to make such a declaration.

- (b) The Purchaser shall not be entitled to any claim or remedy against the Vendor for breach of any warranty except the right of rescission.
- (c)
 - (i) If the Vendor is in breach of any warranty, the Vendor may prior to completion serve on the Purchaser a notice in writing specifying the substance of the Vendor's breach and requesting the Purchaser to give notice to the Vendor in writing within seven days of such service that the Purchaser proposes to complete this Agreement notwithstanding such breach.
 - (ii) If the Purchaser does not serve such notice on the Vendor within such seven days the Vendor shall thereafter be entitled at any time prior to the service of such notice (whenever served) to rescind this Agreement by notice in writing served on the Purchaser.
 - (iii) If the Purchaser does serve such a notice on the Vendor prior to recession by the Vendor under clause 12(c) (ii) the Vendor shall not thereafter be entitled to rescind this Agreement in consequence of such specified breach.

13. Inclusions

- (i) Included in the sale are: Fixed floor coverings, light fittings and stove.
- (ii) The Purchaser acknowledges that he has inspected the building, the Flat and any items included in the sale and has satisfied himself as to the present state of repair and condition of the building, the Flat and any such items and shall make no objection requisition or claim for compensation in respect thereof.

14. Notices

The parties hereto agree that fourteen days shall be deemed to be reasonable and sufficient notice for all purposes under this Agreement and for the giving of any notice in relation to completion of this Agreement.

15. Land Tax

The Vendor shall be entitled to require an adjustment for land tax if the Vendor has paid or is liable to pay land tax in relation to the Flat for the year current at the date of adjustment. The amount to be apportioned shall be the amount actually payable by the Vendor in relation to the Flat.

16. Possession

Vacant possession will be given to the Purchaser on completion.

17. Vendors Specific Disclosures

The Vendor specifically discloses and the Purchaser by entering into this agreement acknowledges having inspected the quotes for possible remedial works to be carried out to the property at some point in the future from the following companies:-

1. Trademark Restoration Services dated 24 January, 2017. Annexed herein marked "quote number 1".
2. Polyseal dated 29 March, 2016. Annexed herein marked "quote number 2".
3. Preservation Technologies dated 29 March, 2016. Annexed herein marked "quote number 3".

There have been no final decisions as yet made by 2 Phillip Street Pty Ltd as to if or when such works will be carried out or commenced, nor any decisions made as to which company shall be engaged to carry out any such work. The Vendor also discloses that no final decisions

have as yet been made as to how such works will be funded and/or as to what contributions will need to be made by each share holder. In this regard the purchaser enters into this contract acknowledging such disclosure and shall not be entitled to raise any objection, requisition and/or claim for compensation or rescind or terminate this agreement.

18. Documents

Attachments to this Agreement:

- Certificate of Title Folio Identifier F/340571.
- Deposited Plan 340571.
- Volume 5071 Folio 174.
- Drainage Diagram.
- Sewer Location Print.
- Section 10.7 Zoning Certificate from Inner West Council
- The Constitution of 2 Phillip Street Pty Limited.
- Amendments to the Constitution by resolution of meeting of Members on 29 March 2005.
- Copy of Share Certificate.
- List of Members shareholdings.
- ASIC Extract for 2 Phillip Street Pty Limited.
- Quote Number 1.
- Quote Number 2.
- Quote Number 3.

IN WITNESS WHEREOF the parties have hereunto affixed their hands on the day and year first hereinbefore mentioned.

SIGNED by

in the presence of:

.....
Belinda Ann Seers
(Vendor)

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

SIGNED by

in the presence of:

.....
(Purchaser)

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

SIGNED by

in the presence of:

.....
(Purchaser)

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness



INNER WEST COUNCIL

PLANNING CERTIFICATE UNDER SECTION 10.7 OF THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979.

Cert. No.: ePC201902143

Page No: 1 of 12

Date: 20/12/2019

APPLICANT

THE SEARCH PEOPLE
Gpo Box 2213
Brisbane QLD 4001

PROPERTY

2 Phillip Street
STANMORE NSW 2048
Lot F DP 340571

PROPERTY NO.

20268

REFERENCE

In accordance with the requirements of section 10.7 of the Environmental Planning and Assessment Act 1979, the following prescribed matters relate to the land at the date of this certificate.

ITEM 1

Names of relevant planning instruments and DCPs

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

1. The following environmental planning instruments apply to the land:
 - Marrickville Local Environmental Plan 2011
 - S.E.P.P. No. 19 Bushland in Urban Areas
 - S.E.P.P. No. 21 Caravan Parks
 - S.E.P.P. No. 33 Hazardous and Offensive Development
 - S.E.P.P. No. 55 Remediation of Land
 - S.E.P.P. No. 64 Advertising and Signage
 - S.E.P.P. No. 65 Design Quality of Residential Apartment Development
 - S.E.P.P. No. 70 Affordable Housing (Revised Schemes)
 - S.E.P.P. (Housing for Seniors or People with a Disability) 2004
 - S.E.P.P. (Building Sustainability Index: BASIX) 2004
 - S.E.P.P. (Major Development) 2005
 - S.E.P.P. (Mining, Petroleum Production and Extractive Industries) 2007
 - S.E.P.P. (Miscellaneous Consent Provisions) 2007
 - S.E.P.P. (Infrastructure) 2007
 - S.E.P.P. (Exempt and Complying Development Codes) 2008
 - S.E.P.P. (Affordable Rental Housing) 2009
 - S.E.P.P. (Vegetation in Non-Rural Areas) 2017
 - S.E.P.P. (Educational Establishments and Child Care Facilities) 2017
 - S.E.P.P. (Primary Production and Rural Development) 2019

Any enquiries regarding these State Planning Policies should be directed to the Department of Planning on: 1300 305 695 or 02 9228 6333. Information can also be obtained from the Department's website at <http://www.planning.nsw.gov.au>

(1) 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 (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

2. The following proposed environmental planning instruments apply to the land:

- Draft State Environmental Planning Policy (Environment) 2017
- Draft State Environmental Planning Policy (Remediation of Land) 2017
- Draft Marrickville Local Environmental Plan 2011 (Amendment No. 4).

The proposed amendments are primarily housekeeping matters that seek to correct mapping anomalies, inconsistencies and omissions, and proposed amendments to improve communication in Marrickville Local Environmental Plan 2011.

Other amendments include:

- a. The proposed rezoning of land on the eastern side of Bridge Road, Stanmore from IN2 Light Industrial to B5 Business Development;
- b. The proposed rezoning of certain land required, or no longer required, for public purposes;
- c. The proposed listing of 2 new heritage items and the proposed listing of 32 archaeological sites; and
- d. Proposed amendments to the floor space ratio and/or height of building controls that apply to certain land.

(2) The name of each development control plan that applies to the carrying out of development on the land.

3. The following development control plans (DCPs) apply to the land:

- Marrickville Development Control Plan 2011

ITEM 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):

- (a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),
- (b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,
- (c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,
- (d) the purposes for which the instrument provides that development is prohibited within the zone,
- (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,
- (f) whether the land includes or comprises critical habitat,
- (g) whether the land is in a conservation area (however described),
- (h) whether an item of environmental heritage (however described) is situated on the land.

Item 2 (a), (b), (c) & (d) – Zoning and Land use table

R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for multi dwelling housing and residential flat buildings but only as part of the conversion of existing industrial and warehouse buildings.
- To provide for office premises but only as part of the conversion of existing industrial and warehouse buildings or in existing buildings designed and constructed for commercial purposes.
- To provide for retail premises in existing buildings designed and constructed for commercial purposes.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Health consulting rooms; Hostels; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Bulky goods premises; Business premises; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Dual occupancies; Eco-tourist facilities; Electricity generating works; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Garden centres; Hardware and building supplies; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Landscaping material supplies; Marinas; Mooring pens; Moorings; Mortuaries; Neighbourhood shops; Open cut mining; Passenger transport facilities; Plant nurseries; Port facilities; Pubs; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Rural supplies; Rural workers' dwellings; Service stations; Sewerage systems; Sex services premises; Shop top housing; Specialised retail premises; Storage premises; Timber yards; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

Item 2 (e) – Minimum land dimensions

There are NO minimum land dimensions for the erection of a dwelling house on the land. All applications for the erection of a dwelling house will be assessed in accordance with the Environmental Planning and Assessment Act, 1979.

Item 2 (f) – Critical habitat

The land DOES NOT include or comprise critical habitat.

Item 2 (g) – Conservation Area

The land IS NOT within a heritage conservation area referred to in Schedule 5 of Marrickville Local Environmental Plan 2011

Item 2 (h) – Heritage Item

An item of environmental heritage IS situated on the land under Marrickville Local Environmental Plan 2011

ITEM 2A

Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

The land IS NOT land to which State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applies.

ITEM 3

Complying development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Please note: The following land-based affectations may affect only part of the land parcel: ANEF25+, Acid Sulfate Soils, Heritage Item (Local and State), Heritage Conservation Area, Heritage Interim Order, Foreshore Building Line and Land Reserved for Acquisition. Please check the planning maps to determine the extent of the affectation(s) to establish if Complying Development is allowed on part of the land parcel.

Housing Code

No. Complying Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may not be carried out on this land.

The land is excluded land identified as being within ANEF 25 or higher, unless the development is for the erection of ancillary development

The land is excluded land identified as comprising a Local Heritage Item

Commercial and Industrial (New Buildings and Additions) Code

No. Complying Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may not be carried out on this land.

The land is excluded land identified as comprising a Local Heritage Item

Container Recycling Facilities Code

No. Complying Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may not be carried out on this land.

The land is excluded land identified as comprising a Local Heritage Item

Housing Alterations Code

No. Complying Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may not be carried out on this land.

The land is excluded land identified as comprising a Local Heritage Item

General Development Code

No. Complying Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may not be carried out on this land.

The land is excluded land identified as comprising a Local Heritage Item

Commercial and Industrial Alterations Code

No. Complying Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may not be carried out on this land.

The land is excluded land identified as comprising a Local Heritage Item

Subdivisions Code

No. Complying Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may not be carried out on this land.

The land is excluded land identified as comprising a Local Heritage Item

Demolition Code

No. Complying Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may not be carried out on this land.

The land is excluded land identified as comprising a Local Heritage Item

Fire Safety Code

No. Complying Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may not be carried out on this land.

The land is excluded land identified as comprising a Local Heritage Item

ITEM 4, 4A (Repealed)

ITEM 4B

Annual charges under Local Government Act 1993 for coastal protection services that relate to the existing coastal protection works

In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

The land IS NOT subject to any annual charges under Section 496B of the *Local Government Act 1993*.

ITEM 5

Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Compensation Act 2017*.

No.

ITEM 6

Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:
(a) Division 2 of Part 3 of the *Roads Act 1993*, or
(b) any environmental planning instrument, or
(c) any resolution of the council.

The land IS NOT affected by a road widening or road realignment under:

- (i) Part 3 Division 2 of the *Roads Act 1993*
- (ii) any environmental planning instrument; or
- (iii) any resolution of the Council

ITEM 7

Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:
(a) adopted by the council, or
(b) 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, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

- Council HAS adopted by resolution and in accordance with S.72 of the Environmental Planning & Assessment Act, 1979 a development control plan incorporating Council's policy on contaminated land. The Plan has been prepared substantially in accordance with State Environmental Planning Policy No. 55, and the Contaminated Land Planning Guidelines. This policy may affect development of land:

- (a) which is affected by contamination;
- (b) which has been used for certain purposes;
- (c) in respect of which there is not sufficient information about contamination;
- (d) which is proposed to be used for certain purposes;
- (e) in other circumstances contained in the development control plan and policy;

and in some cases may restrict the development of land.

- Council HAS NOT by resolution (aside from the matters raised in the above item(s)) adopted a policy to restrict the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding).
- Council HAS received no notification of the type described in item 7(b) from a public authority of a policy adopted by that authority that restricts the development of the land because of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding).

ITEM 7A

Flood related development controls information

(1) Whether or not development on that 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) is subject to flood related development controls.

No.

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No.

(3) Words and expressions in this clause have the same meaning as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plan) Order 2006*.

ITEM 8

Land reserved for acquisition

Whether or not any 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.

The land IS NOT reserved, in part or whole, for acquisition by a public authority, as referred to in section 3.15 of the Act, under:

- (i) any environmental planning instrument
- (ii) deemed environmental planning instrument; or
- (iii) draft environmental planning instrument

ITEM 9

Contributions plans

The name of each contributions plan applying to the land. Local infrastructure contributions plans are now captured under Section 7.11 and Section 7.12 of the EP&A Act.

- Marrickville Section 94/94A Contributions Plan 2004
- Marrickville Section 94/94A Contributions Plan 2014

ITEM 9A

Biodiversity certified land

If the land is biodiversity certified land (within the meaning of *Part 8 of the Biodiversity Conservation Act 2016*) a statement to that effect.

The land IS NOT biodiversity certified land as defined under Part 8 of the Biodiversity Conservation Act 2016.

ITEM 10

Biodiversity stewardship sites

If the land is land to which a biobanking agreement under *Part 5 of the Biodiversity Conservation Act 2016* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

The land IS NOT a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (that Council has been notified of by the Chief Executive of the Office of Environment and Heritage).

ITEM 10A

Native vegetation clearing set asides

There are NO set aside areas on the land under section 60ZC of the Local Land Services Act 2013 (that Council has been notified of by Local Land Services or it is registered in the public register under that section).

ITEM 11

Bush fire prone land

If any of the land is bush fire prone land (as defined in section 4.14 of the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

The land IS NOT bush fire prone land.

ITEM 12

Property vegetation plans

If the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

No.

ITEM 13

Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether 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 (but only if the council has been notified of the order).

No.

ITEM 14

Direction for former Part 3A approvals

Developments may no longer be lodged under Part 3A of the Act and must now be processed via the State Significant pathways of Part 4.7 for State Significant Development and Part 5.2 for State Significant Infrastructure.

ITEM 15

Site compatibility certificates and conditions for seniors housing

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies:

- (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (i) the period for which the certificate is current, and
 - (ii) that a copy may be obtained from the head office of the Department of Planning, and
- (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

Item 15(a)

There IS NOT a current site compatibility certificate (seniors housing) relating to the land

Item 15(b)

There ARE NO applicable terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land

ITEM 16

Site compatibility certificate for Infrastructure

A statement of whether there is a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid, and
- (b) that a copy may be obtained from the head office of the Department of Planning.

There IS NOT a current site compatibility certificate (infrastructure) relating to the land

ITEM 17

Site compatibility certificate and conditions affecting affordable rental housing

- (1) A statement of whether 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, if there is a certificate, the statement is to include:
 - (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the head office of the Department of Planning.
- (2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

Item 17(1)

There IS NOT a current site compatibility certificate (affordable rental housing) relating to the land

Item 17(2)

There ARE NO applicable terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land

ITEM 18

Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

Nil.

(2) The date of any subdivision order that applies to the land.

Not applicable.

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

Not applicable.

ITEM 19

Site verification certificates

(1) A statement of whether there is a current site verification certificate, of which council is aware, in respect of the land and, if there is a certificate, the statement is to include:

a) the matter certified by the certificate, and

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

b) the date on which the certificate ceases to be current (if any), and

c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure

Not applicable.

ITEM 20

Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

No.

ITEM 21

Affected building notices and building product rectification orders

(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

(2) A statement of

(a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

No.

(b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

No.

(3) In this clause:

Affected building notice has the same meaning as in part 4 of the Building Products (Safety) Act 2017.

Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

OTHER ITEMS (i)

Section 23 exemption or Section 24 authorisation

Whether an exemption under Section 23 or an authorisation under section 24 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 No. 1 has been issued by the Co-ordinator General in relation to the land.

An exemption under Section 23 or an authorisation under Section 24 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 No 1 HAS NOT been issued by the Co-ordinator General in relation to the land.

OTHER ITEMS (ii)

Matters arising under the Contaminated Land Management Act 1997

Section 59(2) of the Contaminated Land Management Act 1997 prescribes the following additional matters that are to be specified in a planning certificate:

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No.

(b) that the land to which the certificate relates is subject to a management order within the meaning of the Act - if it is subject to such an order at the date when the certificate is issued,

No.

PLANNING CERTIFICATE UNDER SECTION 10.7 OF THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979.

Cert. No: ePC201902143

Page No: 12 of 12

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No.

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act - if it is subject to such an order at the date when the certificate is issued,

No.

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No.

Information provided in this planning certificate is in accordance with the matters prescribed under Schedule 4 of the Environmental Planning and Assessment Regulation 2000.

Council draws your attention to Section 10.7 (6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

This is the end of the Certificate as prescribed under section 10.7(2) of the Environmental Planning and Assessment Act 1979.

Please contact the Strategic Planning Section for further information about any instruments or affectations referred to in the Certificate.



DAVID BIRDS
GROUP MANAGER STRATEGIC PLANNING



LAND
REGISTRY
SERVICES



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: F/340571

SEARCH DATE	TIME	EDITION NO	DATE
18/12/2019	11:08 AM	3	4/1/2005

LAND

LOT F IN DEPOSITED PLAN 340571
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM DP340571

FIRST SCHEDULE

2 PHILLIP STREET PTY LIMITED (T AB191927)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES THE MINERALS (SEC 141 PUBLIC WORKS ACT 1912) AS REGARDS PART SHOWN IN VOL 5071 FOL 174

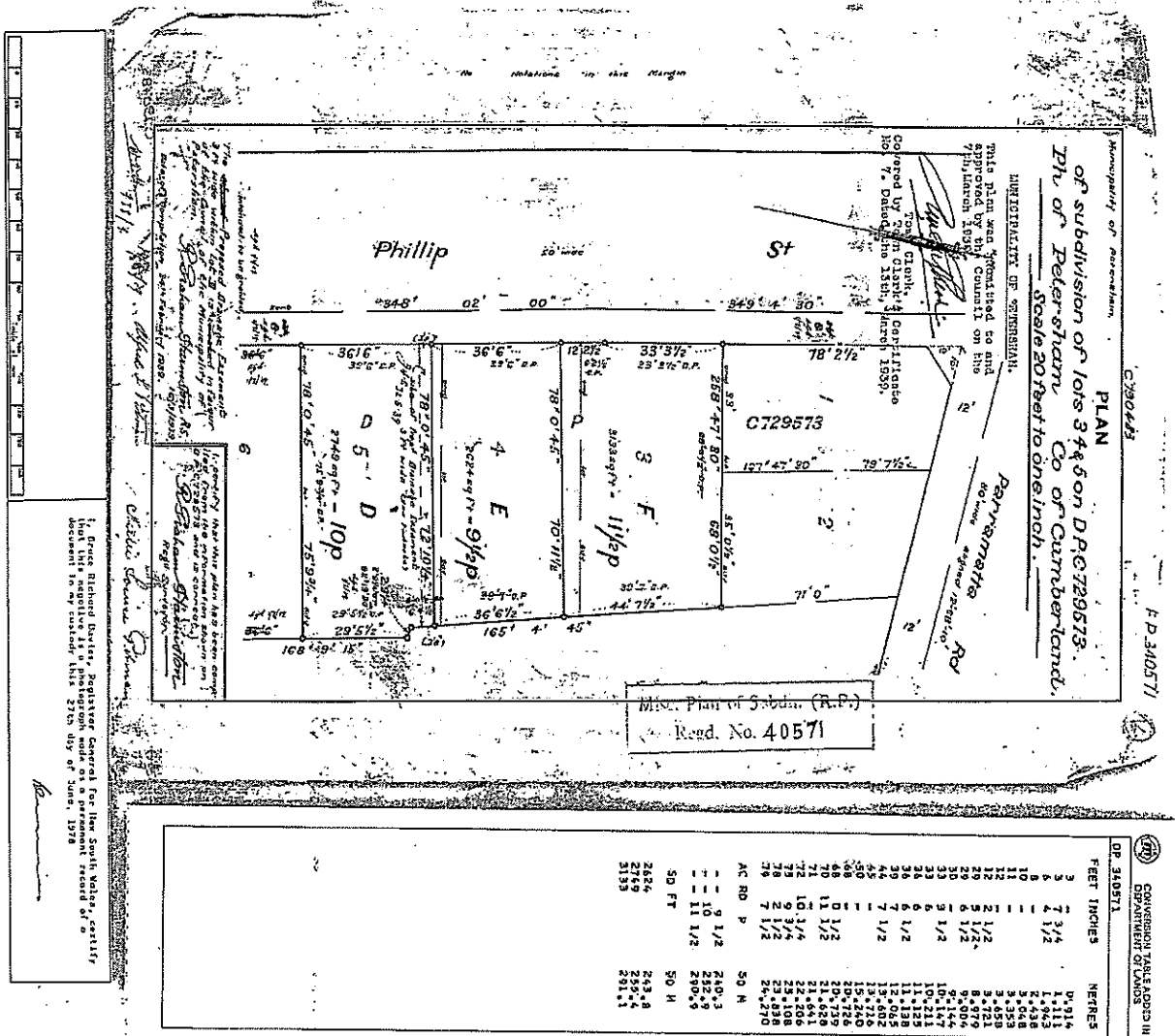
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

glspsp

PRINTED ON 18/12/2019

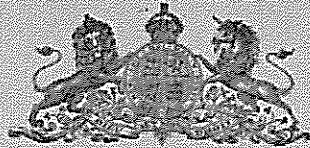


CONVERSION TABLE		IN	
D.P. 340571		GOVERNMENT OF CANADA	
FEET	INCHES	METRES	
3	7 1/2	0.914	
6	1 1/2	1.828	
9	1 1/2	2.743	
12	1 1/2	3.657	
15	1 1/2	4.572	
18	1 1/2	5.486	
21	1 1/2	6.401	
24	1 1/2	7.315	
27	1 1/2	8.230	
30	1 1/2	9.144	
33	1 1/2	10.059	
36	1 1/2	10.973	
39	1 1/2	11.888	
42	1 1/2	12.802	
45	1 1/2	13.717	
48	1 1/2	14.631	
51	1 1/2	15.546	
54	1 1/2	16.460	
57	1 1/2	17.375	
60	1 1/2	18.289	
63	1 1/2	19.204	
66	1 1/2	20.118	
69	1 1/2	21.033	
72	1 1/2	21.947	
75	1 1/2	22.862	
78	1 1/2	23.776	
81	1 1/2	24.691	
84	1 1/2	25.605	
87	1 1/2	26.520	
90	1 1/2	27.434	
93	1 1/2	28.349	
96	1 1/2	29.263	
99	1 1/2	30.178	
102	1 1/2	31.092	
105	1 1/2	32.007	
108	1 1/2	32.921	
111	1 1/2	33.836	
114	1 1/2	34.750	
117	1 1/2	35.665	
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123	1 1/2	37.493	
126	1 1/2	38.408	
129	1 1/2	39.322	
132	1 1/2	40.237	
135	1 1/2	41.151	
138	1 1/2	42.066	
141	1 1/2	42.980	
144	1 1/2	43.894	
147	1 1/2	44.809	
150	1 1/2	45.723	
153	1 1/2	46.638	
156	1 1/2	47.552	
159	1 1/2	48.466	
162	1 1/2	49.381	
165	1 1/2	50.295	
168	1 1/2	51.210	
171	1 1/2	52.124	
174	1 1/2	53.038	
177	1 1/2	53.953	
180	1 1/2	54.867	
183	1 1/2	55.781	
186	1 1/2	56.696	
189	1 1/2	57.610	
192	1 1/2	58.524	
195	1 1/2	59.439	
198	1 1/2	60.353	
201	1 1/2	61.267	
204	1 1/2	62.182	
207	1 1/2	63.096	
210	1 1/2	64.010	
213	1 1/2	64.925	
216	1 1/2	65.839	
219	1 1/2	66.753	
222	1 1/2	67.668	
225	1 1/2	68.582	
228	1 1/2	69.496	
231	1 1/2	70.411	
234	1 1/2	71.325	
237	1 1/2	72.239	
240	1 1/2	73.154	
243	1 1/2	74.068	
246	1 1/2	74.982	
249	1 1/2	75.897	
252	1 1/2	76.811	
255	1 1/2	77.725	
258	1 1/2	78.640	
261	1 1/2	79.554	
264	1 1/2	80.468	
267	1 1/2	81.383	
270	1 1/2	82.297	
273	1 1/2	83.211	
276	1 1/2	84.126	
279	1 1/2	85.040	
282	1 1/2	85.954	
285	1 1/2	86.869	
288	1 1/2	87.783	
291	1 1/2	88.697	
294	1 1/2	89.612	
297	1 1/2	90.526	
300	1 1/2	91.440	
303	1 1/2	92.355	
306	1 1/2	93.269	
309	1 1/2	94.183	
312	1 1/2	95.098	
315	1 1/2	96.012	
318	1 1/2	96.926	
321	1 1/2	97.841	
324	1 1/2	98.755	
327	1 1/2	99.669	
330	1 1/2	100.584	
333	1 1/2	101.498	
336	1 1/2	102.412	
339	1 1/2	103.327	
342	1 1/2	104.241	
345	1 1/2	105.155	
348	1 1/2	106.070	
351	1 1/2	106.984	
354	1 1/2	107.898	
357	1 1/2	108.813	
360	1 1/2	109.727	
363	1 1/2	110.641	
366	1 1/2	111.556	
369	1 1/2	112.470	
372	1 1/2	113.384	
375	1 1/2	114.299	
378	1 1/2	115.213	
381	1 1/2	116.127	
384	1 1/2	117.042	
387	1 1/2	117.956	
390	1 1/2	118.870	
393	1 1/2	119.785	
396	1 1/2	120.699	
399	1 1/2	121.613	
402	1 1/2	122.528	
405	1 1/2	123.442	
408	1 1/2	124.356	
411	1 1/2	125.271	
414	1 1/2	126.185	
417	1 1/2	127.099	
420	1 1/2	128.014	
423	1 1/2	128.928	
426	1 1/2	129.842	
429	1 1/2	130.757	
432	1 1/2	131.671	
435	1 1/2	132.585	
438	1 1/2	133.500	
441	1 1/2	134.414	
444	1 1/2	135.328	
447	1 1/2	136.243	
450	1 1/2	137.157	
453	1 1/2	138.071	
456	1 1/2	138.986	
459	1 1/2	139.900	
462	1 1/2	140.814	
465	1 1/2	141.729	
468	1 1/2	142.643	
471	1 1/2	143.557	
474	1 1/2	144.472	
477	1 1/2	145.386	
480	1 1/2	146.300	
483	1 1/2	147.215	
486	1 1/2	148.129	
489	1 1/2	149.043	
492	1 1/2	149.958	
495	1 1/2	150.872	
498	1 1/2	151.786	
501	1 1/2	152.701	
504	1 1/2	153.615	
507	1 1/2	154.529	
510	1 1/2	155.444	
513	1 1/2	156.358	
516	1 1/2	157.272	
519	1 1/2	158.187	
522	1 1/2	159.101	
525	1 1/2	160.015	
528	1 1/2	160.930	
531	1 1/2	161.844	
534	1 1/2	162.758	
537	1 1/2	163.673	
540	1 1/2	164.587	
543	1 1/2	165.501	
546	1 1/2	166.416	
549	1 1/2	167.330	
552	1 1/2	168.244	
555	1 1/2	169.159	
558	1 1/2	170.073	
561	1 1/2	170.987	
564	1 1/2	171.902	
567	1 1/2	172.816	
570	1 1/2	173.730	
573	1 1/2	174.645	
576	1 1/2	175.559	
579	1 1/2	176.473	
582	1 1/2	177.388	
585	1 1/2	178.302	
588	1 1/2	179.216	
591	1 1/2	180.131	
594	1 1/2	181.045	
597	1 1/2	181.959	
600	1 1/2	182.874	
603	1 1/2	183.788	
606	1 1/2	184.702	
609	1 1/2	185.617	
612	1 1/2	186.531	
615	1 1/2	187.445	
618	1 1/2	188.360	
621	1 1/2	189.274	
624	1 1/2	190.188	
627	1 1/2	191.103	
630	1 1/2	192.017	
633	1 1/2	192.931	
636	1 1/2	193.846	
639	1 1/2	194.760	
642	1 1/2	195.674	
645	1 1/2	196.589	
648	1 1/2	197.503	
651	1 1/2	198.417	
654	1 1/2	199.332	
657	1 1/2	200.246	
660	1 1/2	201.160	
663	1 1/2	202.075	
666	1 1/2	202.989	
669	1 1/2	203.903	
672	1 1/2	204.818	
675	1 1/2	205.732	
678	1 1/2	206.646	
681	1 1/2	207.561	
684	1 1/2	208.475	
687	1 1/2	209.389	
690	1 1/2	210.304	
693	1 1/2	211.218	
696	1 1/2	212.132	
699	1 1/2	213.047	
702	1 1/2	213.961	
705	1 1/2	214.875	
708	1 1/2	215.790	
711	1 1/2	216.704	
714	1 1/2	217.618	
717	1 1/2	218.533	
720	1 1/2	219.447	
723	1 1/2	220.361	
726	1 1/2	221.276	
729	1 1/2	222.190	
732	1 1/2	223.104	
735	1 1/2	224.019	
738	1 1/2	224.933	
741	1 1/2	225.847	
744	1 1/2	226.762	
747	1 1/2	227.676	
750	1 1/2	228.590	
753	1 1/2	229.505	
756	1 1/2	230.419	
759	1 1/2	231.333	
762	1 1/2	232.248	
765	1 1/2	233.162	
768	1 1/2	234.076	
771	1 1/2	234.991	
774	1 1/2	235.905	
777	1 1/2	236.819	
780	1 1/2	237.734	
783	1 1/2	238.648	
786	1 1/2	239.562	
789	1 1/2	240.477	
792	1 1/2	241.391	
795	1 1/2	242.305	
798	1 1/2	243.220	
801			

201.

Appl Nos 2946, 3073 and 33333
 Reference to last certificate
 Vol 5067 Fol 51
 Deposited Plan No. 18794

New South Wales.



(CERTIFICATE OF TITLE)

JOINT TENANCY
 ORDER NO. C802420

Register Book:

Vol 5071 Fol 174

S
 GRV

CANCELLED W

ON ISSUES OF NEW FOLD E/340571

MIRRED LESLIE FITZGERALD, of Ashfield, Builder, and MELLIE LOUISE FITZGERALD, his wife, by virtue of Certificate of Title Volume 5067 Folio 51, now surrendered are now the proprietors of an Estate in Fee Simple as Joint Tenants,

subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances, liens, and interests as are notified hereon, in that piece of land situated in the Municipality of Petersham Parish of Petersham, and County of Cumberland containing Eleven and one half perches or thereabouts as shown in the plan hereon and therein edged red being Lot F in Miscellaneous Plan of Subdivision (R.F.) Registered No. 40871 and being part of 30 acres originally granted to John White by Crown Grant dated the 3rd day of December 1794. Excepting out of the land edged blue in plan hereon all such mines and deposits thereunder as are excepted by virtue of Section 141 of the Public Works Act 1912.

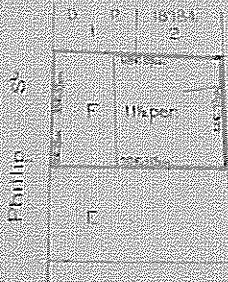
In witness whereof I have hereunto signed my name and affixed my Seal, this thirteenth day of August, 1934

Signed in the presence of

[Signature]

[Signature]

Registrar General



No. C 18757 TRANSFER dated 13 August 1934 from the said Mirred Leslie Fitzgerald and Mellie Louise Fitzgerald of the land within described Produced 13 August 1934 and entered 13 August 1934 at 11 o'clock in the noon

[Signature]
 REGISTRAR GENERAL

No. C 18758 MORTGAGE dated 13 August 1934 from the said Mirred Leslie Fitzgerald and Mellie Louise Fitzgerald Produced 13 August 1934 and entered 13 August 1934 at 11 o'clock in the noon

[Signature]
 REGISTRAR GENERAL

No. C 18759 MORTGAGE dated 13 August 1934 from the said Mirred Leslie Fitzgerald and Mellie Louise Fitzgerald Produced 13 August 1934 and entered 13 August 1934 at 11 o'clock in the noon

[Signature]
 REGISTRAR GENERAL

NOTIFICATION REFERRED TO
 No. C 18758 Mortgage dated the 13th day of August 1934 from Alfred Leslie Fitzgerald and Mellie Louise Fitzgerald to the Bank of Australasia. Produced the 13th day of August 1934 and entered the 13th day of August 1934 at 11 o'clock noon.

[Signature]
 Registrar General.

No. C 18760 DISCHARGE of within mortgage No. C 18758 dated 13 August 1934 as regards the land in this Certificate of Title Produced 13 August 1934 entered 13 August 1934 at 11 o'clock in the noon

[Signature]
 REGISTRAR GENERAL

No. C 18761 DISCHARGE of within mortgage No. C 18759 dated 13 August 1934 Produced and entered 13 August 1934 at 11 o'clock in the noon

[Signature]
 REGISTRAR GENERAL

[Handwritten note]

MORTGAGE No. C12557 has been discharged.
12/11/1917 Entered 24th January 1917
Jackson
REGISTRAR GENERAL

My Beloved Wife
Edith Jackson
now the registered proprietor of the land within described.
See Section 94 Application No. 11550/1917
Entered 24th January 1917
Jackson
REGISTRAR GENERAL

FURTHER NOTICE TO BE RE...

11550/1917
24th Jan 1917

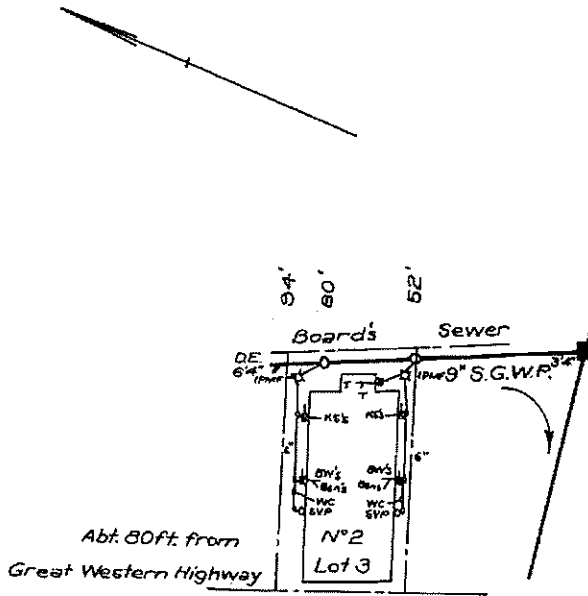
SEWERAGE SERVICE DIAGRAM

Municipality of *Marrickville* No. 293616

- SYMBOLS AND ABBREVIATIONS**
- | | | |
|--|---|--|
| <input type="checkbox"/> Boundary Trap
<input type="checkbox"/> Pit
<input type="checkbox"/> G.I. Grease Interceptor
<input type="checkbox"/> Gully
<input type="checkbox"/> P.T. P. Trap
<input type="checkbox"/> R.S. Reflux Sink | <input checked="" type="checkbox"/> R.V. Reflux Valve
<input type="checkbox"/> Cleaning Eye
<input type="checkbox"/> VERT. Vertical Pipe
<input type="checkbox"/> V.P. Vent. Pipe
<input type="checkbox"/> S.V.P. Soil Vent. Pipe
<input type="checkbox"/> D.C.C. Down Cast Cowl | L.P. Induct Pipe
M.F. Mica Flap
T. Tubs
K.S. Kitchen Sink
W.C. Water Closet
B.W. Bath Waste
Bsn. Basin
Shr. Shower
W.I.P. Wrought Iron Pipe
C.I.P. Cast Iron Pipe
F.W. Floor Waste
W.M. Washing Machine |
|--|---|--|
- SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.

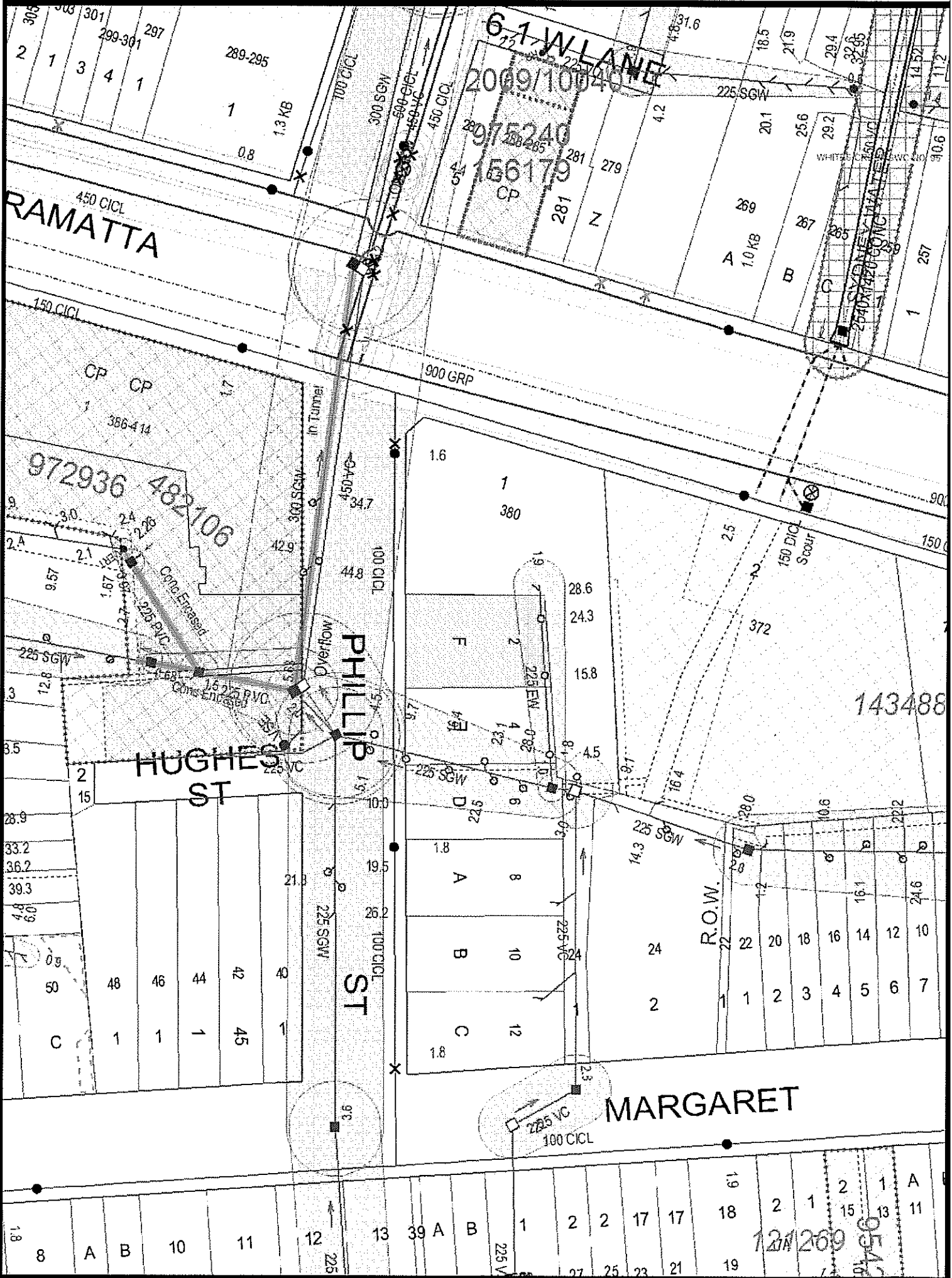


PHILLIP ST.

RATE No. _____ W.C.s. _____ U.C.s. _____ 19____
 SHEET No. 744 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth	Inspector	/ /	Date	Inspector	/ /
Shr			Outfall		
Bsn.	Chief Inspector	/ /	Drainer	300 550	
K.S.			Plumber		
T.			Boundary Trap		
Pig.					

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.



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Corporations Act
A Company Limited by Shares

THE CONSTITUTION

of

2 PHILLIP STREET PTY LIMITED

ACN: 111 363 029

CORPORATE EXPRESS

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THE CONSTITUTION 2 PHILLIP STREET PTY LIMITED

ACN: 111 363 029

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Corporations Act
A Company Limited by Shares

THE CONSTITUTION
of
2 PHILLIP STREET PTY LIMITED
ACN: 111 363 029

NAME

1. The name of the company is **2 PHILLIP STREET PTY LIMITED**

LIABILITY OF MEMBERS LIMITED

2. The liability of the members is limited.

REPLACEABLE RULES DISPLACED

3. The provisions of the Act which operate as replaceable rules do not apply to the company.

OBJECTS

4.
 - (a) To acquire by purchase exchange or otherwise either for an estate in fee simple or for any less estate whether in possession or in reversion and whether vested or contingent the land together with the building or other improvements erected the land.
 - (b) To act as managers or to direct the management of the land and the building and to provide such goods facilities and services as the directors think fit to the land and the building.
 - (c) To maintain repair alter adapt or reconstruct the property of the company or build or make any additions or raise any structural alterations thereto and to carry out schemes for the supply of water refrigeration heating lighting lifts and drainage and such other works undertaking or schemes as the directors think fit for maintaining improving or developing the property of the company.
 - (d) To buy or take on hire make or provide furniture furnishings floor coverings machinery fittings fixtures and all other things services and facilities that may be conveniently or commonly used in connection with the property of the company.
 - (e) To appropriate and let any part or parts of the property of the company for the purpose of residential flats or for any of the professional chambers or other

places of business.

- (b) To use or appropriate any part or parts of any property of the company for laundry storage or other facilities or for the use of residents or employees.
- (c) To carry on any other business which may seem to the company capable of conveniently being carried on in connection with any of the above or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights.
- (d) The income and property of the company however derived shall be applied solely towards the promotion of the objects of the company as set forth in this constitution and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever to members of the company.

INTERPRETATION

5. (a) In this constitution:

'building' means the improvements upon the land being the improvements known as **2 Phillip Street, PETERSHAM in the State of New South Wales;**

'by-laws' means the by laws set out in Schedule 1 as amended from time to time;

'Act' means the *Corporations Act 2001*;

'common property' means all areas of the building which are not Lots 1-4 and which the directors in their discretion shall declare to be available for the general use of all others occupying the building from time to time;

'company' means **2 Phillip Street Pty Limited;**

'general meeting' means a meeting of the company's members;

'land' means the land comprised in **Deposited Plan 340571, Vol 5071, Fol 174, Parish of Petersham, County of Cumberland;**

'levy' means an ordinary levy, special levy or levy imposed under clause 79;

'lot' and 'utility lot' shall have the same meaning as a 'lot' as defined in the Strata Titles legislation in the State of incorporation of the company ('Strata Act') as if the plans set out in Schedule 2 constituted a floor plan for the purposes of the Strata Act, and the manner of division of the building in accordance with such plans constituted a strata scheme for the purposes of the Strata Act and all other terms set out in the definition of 'lot' in the Strata Act had the meanings defined under the Strata Act;

'member' means a registered holder or joint holder of a share group recorded in the register of the company;

'office' means the registered office for the time being of the company;

'prescribed rate' means the rate of interest charged by the company's principal bankers on the relevant date (for the purposes of clause 66 or clause 69 as the case may be), on its overdrawn account or, if the company's account with its principal bankers is not overdrawn on that date, the rate of interest certified by the company's principal bankers as the rate which they would charge the company if its account were overdrawn on that date;

'register' means the register of members to be kept pursuant to the Act;

'secretary' means any person appointed to perform the duties of a secretary of the company;

'seal' means the common seal (if any) of the company;

'share group' means a group of ordinary shares, consecutively numbered, which gives the registered holder of such share group the rights set out in this constitution;

'unit' means a lot comprising a home unit in the building and designated by numbers 1 – 4 inclusive of the plan of building set out in Schedule 2;

Division 10 of Part 1.2 of the Act applies in relation to this constitution as if it were an instrument made under the Act as in force on the date on which this constitution becomes binding on the company.

Except so far as the contrary intention appears in this constitution, an expression has, in a provision of this constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.

Words importing the singular number shall include the plural number and words importing the plural number only shall include the singular number.

One gender includes a reference to the other genders and each of them.

GROUPING OF SHARES AND CONTRIBUTIONS BY SHAREHOLDERS

6. Shares numbers 1 to 3,150 inclusive in the capital of the company shall be held by members of the company in the share groups set out below.

Share Numbers	Share Group Numbers	Lot (Unit) to which entitled
1 – 900	1	1 + garage
901 – 1,650	2	2
1,651 – 2,400	3	3
2,401 – 3,150	4	4

7. SHARE RIGHTS

- (a) Subject to the provisions of this constitution each member for the time being, whose shares are described by number in clause 6 shall be entitled to the absolute and exclusive right to use, enjoy and occupy the unit the number of which appears in column 3 of clause 6 and to the rents occupation fees and profits of the unit in the building owned by the company together with the right to use, in common with all others similarly entitled, the common property;
- (b) Without prejudice to the operation of any other provision of this constitution or of the by-laws, the rights conferred under sub-clause (a) shall not be construed as conferring upon any member the right to alter or add to in any way the building or any part of it (other than external or internal alterations to the lot held by such member and which do not affect the aesthetic or structural integrity of the building); and each member shall be prohibited from making any alteration or addition to the building or any part of it (other than external or internal alterations to the lot held by such member and which do not affect the aesthetic or structural integrity of the building) without the prior approval of a special resolution of a general meeting of the company.
- (c) Subject to this constitution and the by-laws, each member shall have the right to receive notice of every general meeting of the company and to attend at and vote at such meetings.
- (d) Each member shall have the right to grant a license or lease of the lot to which he/she is entitled to occupy under this clause to another person. The grant of any such license or lease shall not affect the liability of the member to observe and perform his obligations under this constitution. The member shall ensure that the licensee or lessee enters into a covenant or agreement with the company in accordance with and in a form approved by the directors from time to time to comply with the provisions of this constitution as if he or she were a member and also to pay the rent specified by any such license or lease to the company upon receipt of a notice from the company at any time. Such notice shall be given only when the member concerned is indebted to the company and his or her indebtedness is due owing and unpaid PROVIDED THAT no licensee or lessee shall be entitled or concerned to enquire whether any such notice is properly given. The notice shall be withdrawn immediately the indebtedness to the company has been satisfied and discharged. Any moneys received by the company in excess of the amount required to meet the indebtedness of the member as aforesaid shall belong to the member and be paid to him or her forthwith.
- (e) Each member shall at his own expense comply with the requirements of any noise restriction from any local statutory authority that applies specifically to his/her lot provided however that the company may comply with the requirements of any such notice (even if there is no default on the part of the member) whether obliged by law to do so or not and the cost of the company or any work materials, labour or other outgoings in compliance or purported compliance with the said requirements (and whether the requirements are lawful or not) shall be payable by the said member to the company on demand.
- (f) Any indebtedness of a member arising pursuant to this clause may be recovered and enforced in the same manner as is hereinafter provided for recovery and enforcement of a levy.

- (g) Without limiting the operation of this clause, each member may mortgage charge or otherwise encumber his shares, and may do so in such a manner that upon default being made by that member under such mortgage charge or encumbrance the mortgagee chargee or encumbrancee may enter the lot subject to that mortgage charge of encumbrance and take possession of it and may exercise any power of sale over the shares in the share group to which the lot relates. Without limiting the rights of the company under this clause, the board may give such assistance as it deems necessary to the mortgagee chargee or encumbrancee in the event of such default by a member, including, (but on limited to), registering that mortgage, chargee, or encumbrancee as the holder of the share group to which such default relates and registering a transfer of the shares in that share group notwithstanding that the instrument of transfer has not been executed on behalf of the member but has been executed by the mortgagee, chargee or encumbrancee as transferor.
- (h) Should any member or any person permitted by him to occupy the lot to which he is entitled behave in a manner which, in the opinion of the directors, is offensive, or is such as to cause a persistent nuisance annoyance or aggravation to neighbouring occupiers, or is such as to constitute repeated refusal or neglect to comply with the by-laws, then a fine shall be imposed upon that member at the rate of one hundred dollars per day after giving that member written notice in accordance with the provisions of clause 70 that specifies the behaviour of the member or of any person permitted by him to occupy the lot and the manner in which the board wishes it to be rectified, and names a further day (not earlier than 14 days from the date of service of the notice) on or before which that rectification must take place.

GENERAL MEETINGS

8. (a) Any director may if so authorised by a meeting of the directors convene a general meeting.
- (b) The directors shall, upon receipt of a request made in accordance with the Act, convene a general meeting.
- (c) Subject to the provisions of the Act, members may convene a general meeting if the directors fail to do so following receipt of any such request.
9. A notice of a general meeting shall:
- (a) set out the place (which may be within or outside Australia), date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
- (b) state the general nature of the business to be transacted at the meeting;
- (c) if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the resolution; and
- (d) contain a statement setting out the following information:
- (i) that a member has the right to appoint a proxy who need not be a member of the company; and

- (ii) that a member who is entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise.

PROCEEDINGS AT GENERAL MEETINGS

- 10.
 - (a) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
 - (b) No resolution shall be passed at any general meeting unless a quorum of members is present at the time when the resolution is put to the vote of the meeting.
 - (c) Three (3) members personally present shall constitute a quorum.
 - (d) For the purpose of determining whether a quorum is present, a person attending as a proxy, or as representing a corporation that is a member, shall be deemed to be a member.
 - (e) If a member has appointed more than one proxy or representative, only one of them shall be counted in determining whether a quorum is present.
 - (f) If a person is attending a general meeting in more than one capacity, he or she shall be counted only once in determining whether a quorum is present.
- 11. If a quorum is not present within half an hour from the time appointed for the meeting:
 - (a) where the meeting was convened upon the requisition of members, the meeting shall be dissolved; or
 - (b) in any other case:
 - (i) the meeting shall stand adjourned to such day, and at such time and place, as the directors determine or, if no determination is made by the directors, to the same day in the next week at the same time and place; and
 - (ii) if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting:
 - (A) three (3) members shall constitute a quorum; or
 - (B) where three (3) members are not present - the meeting shall be dissolved.
- 12. Notwithstanding clauses 10 and 11, if the company has only one member, that member shall constitute a quorum for any general meeting.
- 13. The chairman of directors shall be entitled to take the chair at every general meeting or if at any general meeting he shall not be present within a quarter of an hour after the time appointed for holding such meeting the members present shall choose

another director as chairman and if no director be present or if all the directors present decline to take the chair then the members present entitled to vote shall choose one of their number present as chairman.

14. (a) The chairman may with the consent of any meeting at which a 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 adjournment took place.
- (b) When a meeting is adjourned for one month or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (c) Except as provided by subclause (b), it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting.
15. (a) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
 - (i) by the chairman;
 - (ii) by a member or members present in person or by proxy and representing not less than 5% of the total voting rights of all the members having the right to vote on the resolution; or
 - (iii) by a member or members holding shares in the company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than 5% of the total sum paid up on all the shares conferring that right.
- (b) Unless a poll is so demanded, a declaration by 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.
- (c) The demand for a poll may be withdrawn.
16. (a) If a poll is duly demanded, it shall be taken in such manner and (subject to subclause (b)) 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.
- (b) A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith.
17. In 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, in addition to his or her deliberative vote (if any), shall not have a casting

vote.

18. Subject to any rights or restrictions for the time being attached to any class or classes of shares:
 - (a) at meetings of members or classes of members each member entitled to vote may vote in person or by proxy; and
 - (b) 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 person present in person or by proxy shall have one vote for each share held by the member.
19. In the case of joint holders of shares, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and, for this purpose, seniority shall be determined by the order in which the names stand in the register.
20. If a member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, the member's committee or trustee or such other person who properly has the management of his or her estate may exercise any rights of the member in relation to a general meeting as if the committee, trustee or other person were the member.
21. A member shall not be entitled to vote at a general meeting unless all calls and other sums presently payable by the member in respect of shares in the company have been paid.
22.
 - (a) An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.
 - (b) Any such objection shall be referred to the chairman of the meeting, whose decision shall be final.
 - (c) A vote not disallowed pursuant to such an objection shall be valid for all purposes.
23.
 - (a) Any member holding one share conferring the right to vote at general meetings may appoint a proxy, and any member holding two or more shares conferring the right to vote at general meetings may appoint one or two proxies.
 - (b) If a member appoints two proxies, the instrument appointing each proxy may specify the proportion or number of votes that the proxy may exercise.
 - (c) If a member appoints two proxies and the instrument appointing each proxy does not specify the proportion or number of votes that the proxy may exercise, each proxy may exercise half the member's votes.
24.
 - (a) An instrument appointing a proxy shall be in writing under the hand of the appointor or of the appointor's 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.

- (b) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy shall not be entitled to vote on the resolution except as specified in the instrument.
- (c) An instrument appointing a proxy may specify that the proxy is to abstain from voting in respect of a particular resolution and, where an instrument of proxy so provides, the proxy shall not vote in respect of the resolution.
- (d) Unless otherwise instructed, a proxy may vote or abstain from voting as the proxy thinks fit.
- (e) An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- (f) An instrument appointing a proxy shall be in the following form or in a form that is as similar to the following form as the circumstances allow:

2 PHILLIP STREET PTY LIMITED

I/We, _____, of _____, being a member/members of the abovenamed company, hereby appoint _____ of _____ or, failing him/her, _____ of _____ or, failing him/her, the chairman of the meeting as my/our proxy to vote for me/us and on my/our behalf *at all general meetings of the company until further notice/*at the *annual general/*general meeting of the company to be held on the _____ day of _____ and at any adjournment of that meeting.

*My/our proxy is entitled to vote with respect to * _____ % of my/our shares/* _____ shares.

This form is to be used in accordance with the directions below. Unless the proxy is directed, he/she may vote or abstain as he/she thinks fit.

	For	Against	Abstain
[Description of resolution]			

*Strike out whichever is not desired.

.....
(Signature)

INSTRUCTIONS

1. *To direct the appointee to cast all votes covered by this instrument in respect of an item of business in a particular manner either on a show of hands or on a poll, place a sufficient indication (including, without limitation, a tick or a cross) in the relevant box in respect of that item of business.*
2. *To direct the appointee to cast some only of the votes covered by this instrument in respect of an item of business in a particular manner, place in the relevant box in respect of that item of business either the number of votes to be cast in that manner on a poll or the percentage of the total votes covered*

by this instrument to be so cast on a poll. This direction, if given, is also an instruction to the appointee to vote according to the appointee's discretion on a show of hands.

25. (a) An instrument appointing a proxy shall not be treated as valid unless the instrument, and the power of attorney or other authority (if any) under which the instrument is signed or a notarially certified copy of that power or authority, is or are deposited, not less than 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 24 hours before the time appointed for the taking of the poll, at the office or at such other place in Australia as is specified for that purpose in the notice convening the meeting.
- (b) Notwithstanding subclause (a), the appointment of a proxy may be a standing one.
26. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or unsoundness of mind of the principal, the 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 was given, if no intimation in writing of the death, unsoundness of mind, revocation or transfer has been received by the company at the office before the commencement of the meeting or adjourned meeting at which the instrument is used.
27. Notwithstanding clauses 10 to 26 inclusive:
- (a) the company may hold a meeting of its members at two or more venues using any technology that gives the members as a whole a reasonable opportunity to participate;
- (b) subject to section 249A of the Act, the company may pass a resolution without a general meeting being held if all the members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document; and
- (c) if the company has only one member and the member records in writing his, her or its decision to a particular effect, the recording of the decision:
- (i) counts as the passing by the member of a resolution to that effect; and
- (ii) has effect as minutes of the passing of a resolution to that effect.

APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS

28. (a) The members of the company for the time being registered as the holders of the shares comprising a share group as referred to in clause 6 shall have the power from time to time to appoint one director and to remove the director appointed by such member. As and whenever any director appointed by such member vacates office whether upon removal or otherwise as provided in this constitution the member holding the said shares comprising a share group may from time to time appoint another director in his place.

- (b) The persons appointed pursuant to sub-clause (a) shall be the directors of the company. The number of directors shall be not more than 6 and not less than one (1).
 - (c) Subject to sub-clause (b) the directors may at any time appoint a director as an addition to the Directors and may remove such director from office.
 - (d) Subject to sub-clause (a) the company may, by resolution remove any director from office.
29. It shall not be necessary for a director to be a member of the company.
30. (a) The directors shall be paid such remuneration as is from time to time determined by the company in general meeting.
- (b) That remuneration shall be deemed to accrue from day to day.
- (c) The directors may also be paid all travelling 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 otherwise in connection with the business of the company.
31. In addition to the circumstances in which the office of a director becomes vacant by virtue of the Act, the office of a director shall become vacant if the director:
- (a) becomes an insolvent under administration;
 - (b) becomes prohibited from being a director by reason of an order made under the Act;
 - (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - (d) resigns his or her office by notice in writing to the company;
 - (e) is absent without the consent of the directors from meetings of the directors held during a period of six months;
 - (f) if the director is a director by reason of the fact that he or she is an employee of the company, the director ceases for any reason to be employed by the company; or
 - (g) if the director is a member, he or she fails to pay any call made with respect to his or her shares as and when that call is payable.

POWERS AND DUTIES OF DIRECTORS

32. (a) Subject to the Act and to any other provision of this constitution, the business of the company shall be managed by the directors, who may pay all expenses incurred in promoting and forming 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.

- (b) Without limiting the generality of subclause (a), the directors may exercise all the powers of the company to borrow and raise money, to charge any property or business of the company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the company or of any other person **provided always** however that the directors shall not sell, subdivide, mortgage, charge or otherwise dispose of or encumber (including the registration of a caveat) the land, or building or any part of either or the main undertaking or a major part of such undertaking of the company unless any such proposal is approved by a special resolution of the company in general meeting.
33. (a) The directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the directors), for such period and subject to such conditions as they think fit.
- (b) Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.
34. All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such persons and in such manner as the directors may from time to time determine.

PROCEEDINGS OF DIRECTORS

35. (a) The directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.
- (b) A director may at any time, and a secretary shall on the requisition of a director, by reasonable notice convene a meeting of the directors. Meetings of the directors may be convened by telephone, facsimile or other electronic means.
36. (a) Subject to this constitution, a question arising at a meeting of directors shall be decided by a majority of votes of those directors who are present and eligible to vote and who do vote on the question, and any such decision shall for all purposes be deemed a decision of the directors.
- (b) In case of an equality of votes, the chairman of the meeting, in addition to his or her deliberative vote (if any), shall not have a casting vote.
37. (a) Provided that all of the directors consent, the directors may participate in a meeting of the directors by means of any technology allowing all persons participating in the meeting to hear each other at the same time. Any director participating in such a meeting shall for the purposes of this constitution be deemed to be personally present at the meeting.

- (b) The consent of a director to the use of technology may be a standing one.
 - (c) Any consent of a director to the use of technology may be withdrawn only within a reasonable period prior to a meeting at which the technology is to be used.
38. (a) If a director has an interest in a contract or proposed contract with the company (other than as a member) and the director discloses the nature and extent of the interest at a meeting of the directors in the manner provided by sections 191-194 inclusive of the Act:
- (b) the director may vote on whether the company enters into the contract;
 - (c) the contract may be entered into;
 - (d) the director may vote on matters involving the contract; and
 - (e) if the disclosure is made before the contract is entered into:
 - (i) the director may retain benefits under the contract even though the director has an interest in the contract; and
 - (ii) the company cannot avoid the contract merely because of the existence of the interest; and
 - (f) this clause shall not apply if and so long as the company has only one director who is also the only member of the company.
39. (a) A director may, with the approval of the other directors, appoint a person (whether a member of the company or not) to be an alternate director in his or her place during such period as he or she thinks fit.
- (b) An alternate director shall be entitled to notice of meetings of the directors and, if the appointor is not present at such a meeting, shall be entitled to attend and vote in his or her stead.
 - (c) An alternate director may exercise any powers that the appointor may exercise and the exercise of any such power by the alternate director shall be deemed to be the exercise of the power by the appointor.
 - (d) The appointment of an alternate director may be terminated at any time by the appointor notwithstanding that the period of the appointment of the alternate director has not expired, and shall terminate in any event if the appointor vacates office as a director.
 - (e) An appointment, or the termination of an appointment, of an alternate director shall be effected by a notice in writing outlining the period of the appointment and any other terms of the appointment, signed by the director who makes or made the appointment and served on the company.
40. At a meeting of directors, the number of directors whose presence is necessary to

constitute a quorum shall be such number as is determined by the directors and, unless so determined, shall be:

- (a) if the company has two or more directors, two; and
 - (b) if the company has only one director, that director.
41. In the event of a vacancy or vacancies in the office of a director or offices of directors, the remaining directors may act but, if the number of remaining directors is not sufficient to constitute a quorum at a meeting of directors, they may act only for the purpose of increasing the number of directors to a number sufficient to constitute such a quorum or of convening a general meeting of the company.
42. (a) The directors shall elect one of their number as chairman of their meetings and may determine the period for which he or she is to hold office.
- (b) Where such a meeting is held and:
- (i) a chairman has not been elected as provided by subclause (a); or
 - (ii) the chairman is not present within ten minutes after the time appointed for the holding of the meeting or is unwilling to act;
- the directors present shall elect one of their number to be chairman of the meeting.
43. (a) The directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit.
- (b) A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the directors and a power so exercised shall be deemed to have been exercised by the directors.
- (c) The members of such a committee may elect one of their number as chairman of their meetings.
- (d) Where such a meeting is held and:
- (i) a chairman has not been elected as provided by subclause (c); or
 - (ii) the chairman is not present within ten minutes after the time appointed for the holding of the meeting or is unwilling to act;
- the members present may elect one of their number to be chairman of the meeting.
- (e) A committee may meet and adjourn as it thinks proper.
- (f) Questions arising at a meeting of a committee shall be determined by a majority of votes of the members present and voting.
- (g) In the case of an equality of votes, the chairman, in addition to his or her

deliberative vote (if any), shall not have a casting vote.

44. (a) Provided that all of the members of a committee consent, the members may participate in a meeting of the committee by means of any technology allowing all persons participating in the meeting to hear each other at the same time. Any member of a committee participating in such a meeting shall for the purposes of this constitution be deemed to be personally present at the meeting.
- (b) The consent of a member of a committee to the use of technology may be a standing one.
- (c) Any consent of a member of a committee to the use of technology may be withdrawn only within a reasonable period prior to a meeting at which the technology is to be used.
45. (a) If all the directors have signed a document containing a statement that they are in favour of a resolution of the directors in terms set out in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the directors held on the day on which the document was signed and at the time at which the document was last signed by a director or, if the directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by a director.
- (b) For the purposes of subclause (a), two or more separate documents containing statements in identical terms each of which is signed by one or more directors shall together be deemed to constitute one document containing a statement in those terms signed by those directors on the respective days on which they signed the separate documents.
- (c) A reference in subclause (a) to all the directors does not include a reference to a director who, at a meeting of directors, would not be entitled to vote on the resolution.
46. 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 a person to be a director or a member of the committee, or to act as, a director, or that a person so appointed was disqualified, be as valid as if the person had been duly appointed and was qualified to be a director or to be a member of the committee.
47. Notwithstanding clauses 35 to 46 inclusive:
- (a) if the company has only one director and the director records in writing his or her decision to a particular effect, the recording of the decision:
- (i) counts as the passing by the director of a resolution to that effect; and
- (ii) has effect as minutes of the passing of a resolution to that effect; and
- (b) if the company has only one director and the director records in writing his or her declaration to a particular effect, the recording of the declaration:

- (i) counts as the making of a declaration to that effect made at a meeting of the directors; and
- (ii) has effect as minutes that record the making of the declaration.

MANAGING DIRECTOR

- 48. (a) The directors may from time to time appoint one or more of their number 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 a particular case, may revoke any such appointment.
- (b) The appointment of any such managing director shall automatically terminate if he or she ceases from any cause to be a director.
- 49. A managing director shall, subject to the terms of any agreement entered into in a 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 determine.
- 50. (a) The directors may, upon such terms and conditions and with such restrictions as they think fit, confer upon a managing director any of the powers exercisable by them.
- (b) Any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the directors.
- (c) The directors may at any time withdraw or vary any of the powers so conferred on a managing director.

SECRETARY

- 51. A secretary of the company shall hold office on such terms and conditions, as remuneration and otherwise, as the directors determine.

SEAL

- 52. (a) If the company has a seal, the directors shall provide for its safe custody.
- (b) The seal shall be used only by the authority of the directors, or of a committee of the directors authorised by the directors to authorise the use of the seal, and every document to which the seal is affixed shall be signed by a director and be countersigned by another director or by a secretary or by such other person as the directors may appoint for that purpose.
- (c) Notwithstanding subclause (b), if the company has only one director who is also the secretary, a document to which the seal is affixed may be signed by that director if the director states next to his or her signature that he or she witnesses the sealing of the document in the capacity of sole director and sole secretary of the company.

INSPECTION OF BOOKS

53. The directors shall determine whether and to what extent, and at what time and places and under what conditions, the books of the company or any of them will be open to the inspection of members other than directors, and a member other than a director shall not have the right to inspect any document of the company except as provided by law or authorised by the directors or by the company in general meeting.

NOTICES

54. (a) A notice may be given by the company to any member either by serving it on the member personally or by sending it by post to the member at his, her or its address as shown in the register or the address supplied by the member to the company for the giving of notices to him, her or it.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected, in the case of a notice of a meeting, on the third 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.
- (c) 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 in respect of the share.
- (d) A notice may be given by the company to a person entitled to a share in consequence of the death or bankruptcy of a member by serving it on the person personally or by sending it to him or her by post addressed to the person by name, or by the title of representative of the deceased or assignee of the bankrupt, or by any like description, at the address (if any) in Australia supplied for the purpose by the person or, if such an address has not been supplied, at the address to which the notice might have been sent if the death or bankruptcy had not occurred.
- (e) Notwithstanding the foregoing, if a person to whom a notice is to be given by the company has supplied to the company a facsimile number or email address for the service of notices on him or her, then any notice may be served by the company on that person by facsimile or email.
- (f) A notice sent by facsimile or email shall be deemed served immediately upon completion of sending if such completion is within business hours in the place where the addressee's facsimile machine or computer is located, but if not, then at 9.00 am next occurring during business hours at such place.
- (g) For the purposes of this clause, 'business hours' means from 9.00 am to 5.00 pm on a day on which the major trading banks are open for business at the place or in the postal district where the addressee's facsimile machine or computer is located.
55. (a) Notice of every general meeting shall be given in the manner authorised by clause 54 to:

- (i) every member;
 - (ii) every person entitled to a share in consequence of the death or bankruptcy of a member who, but for the member's death or bankruptcy, would be entitled to receive notice of the meeting; and
 - (iii) the auditor (if any) for the time being of the company.
- (b) No other person shall be entitled to receive notices of general meetings.

WINDING UP

56. (a) If the company is wound up, the liquidator may, with the sanction of a special resolution, divide among the members in kind the whole or any part of the property of the company and may for that purpose set such value as the liquidator considers fair upon any property to be so divided and may determine how the division is to be carried out as between the members or different classes of members.
- (b) The liquidator may, with the sanction of a special resolution, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the members as the liquidator thinks fit, but so that no member shall be compelled to accept any shares or other securities in respect of which there is any liability.

INDEMNITY

57. Except to the extent that it is prohibited from doing so by sections 199A, 199B and 199C of the Act, the company:
- (a) shall indemnify every person who is or has been an officer or auditor and agent of the company or of any related body corporate of the company against any liability incurred by him or her in that capacity; and
 - (b) may pay or agree to pay a premium in respect of a contract insuring any such person against any such liability.

SHARE CAPITAL AND VARIATION OF RIGHTS

58. The shares in the company shall be under the control of the directors and, without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject to the Act, shares may be issued by the directors with such preferred, deferred or other special rights or such restrictions, whether with regard to dividend, voting, return of capital or otherwise, as the directors, subject to any resolution, determine.
59. Subject to the Act, the company may issue preference shares, including redeemable preference shares.
60. (a) 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 of the shares of that class) may, whether or not the company is being wound up,

be varied with the consent in writing of the holders of three-quarters of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of the class.

- (b) The provisions of this constitution relating to general meetings shall apply so far as they are capable of application and mutatis mutandis to every such separate meeting except that:
 - (i) if there are two or more holders of shares of the class, a quorum shall be constituted by two persons who, between them, hold or represent by proxy one-third of the issued shares of the class;
 - (ii) if there is only one person holding shares of the class, a quorum shall be constituted by that person; and
 - (iii) any holder of shares of the class, present in person or by proxy, may demand a poll.
 - (c) The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking equally with the first-mentioned shares.
61. Except as provided by the Act, the company shall not be bound by or compelled in any way to recognise any trust with respect to a share.
62. (a) A person whose name is entered as a member in the register shall be entitled without payment to receive a certificate in respect of the share in accordance with the Act but, in respect of a share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate.
- (b) Delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

CALLS ON SHARES

63. (a) The directors may make calls upon the members in respect of any money unpaid on the shares of the members and not by the terms of issue of those shares made payable at fixed times, except that no call shall be payable earlier than one month from the date fixed for the payment of the last preceding call.
- (b) Each member shall, upon receiving at least 14 days' notice specifying the time or times and place of payment, pay to the company at the time or times and place so specified the amount called on his shares.
- (c) The directors may revoke or postpone a call.
64. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed and may be required to be paid by instalments.

65. The joint holders of a share shall be jointly and severally liable to pay all calls in respect of the share.
66. If a sum called in respect of a share is not paid before or on the day appointed for payment of the sum, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment to the time of actual payment at such rate not exceeding the prescribed rate on the day appointed for payment as the directors determine, but the directors may waive payment of that interest wholly or in part.
67. Any sum that, by the terms of issue of a share, becomes payable on allotment or at a fixed date shall for the purposes of this constitution be deemed to be a call duly made and payable on the date on which by the terms of issue the sum becomes payable, and, in case of non-payment, all the relevant provisions of this constitution shall apply as if the sum had become payable by virtue of a call duly made and notified.
68. The directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
69. (a) The directors may accept from a member the whole or a part of the amount unpaid on a share although no part of that amount has been called up.
- (b) The directors may authorise payment by the company of interest upon the whole or any part of an amount so accepted, until the amount becomes payable, at such rate, not exceeding the maximum rate, as is agreed upon between the directors and the member paying the sum.
- (c) For the purposes of subclause (b), the maximum rate of interest shall be:
- (i) if the company has, by resolution, fixed a rate - the rate so fixed; and
- (ii) in any other case - the prescribed rate on the date of payment of the sum to the company.

FORFEITURE OF SHARES

- 70 (a) If a member fails to pay call or instalment of a call on the day appointment for payment thereof the directors may, at any time thereafter during such time as any part of the call or instalments 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 thereon calculated in accordance with clause 66.
- (b) The notice shall name a further day (not earlier than the expiration of 14 days from the date of service of the notice) on or before 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 appointed the share in respect of which, the call was made will be liable to be forfeiture.
- (c) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the directors think fit, and at any time before a sale of disposition the forfeiture may be cancelled on such terms as the directors think fit.

- (d) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding such forfeiture remain liable to pay to the company all money which at the date of forfeiture, was payable by him to the company in respect of the shares (together with interest at the rate of 10% per annum) from the date of forfeiture or the money for the time being unpaid if the directors think fit to enforce payment in full of all such money in respect of the shares.
- (e) A statutory declaration from a director or the secretary of the company declaring that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.
- (f) The company may receive the consideration, if any, given for a forfeited share of any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

TRANSFER OF SHARES

- 71. (a) Subject to this constitution, a member may transfer all or any of the member's shares by instrument in writing in any usual or common form or in any other form that the directors approve. The shares shall be transferable only in or part of the share groups.
- (b) An instrument of transfer referred to in subclause (a) shall be executed by or on behalf of both the transferor and the transferee.
- (c) A transferor of shares shall remain a member until the transfer is registered and the name of the transferee is entered in the register in respect of the shares.
- 72. The instrument of transfer must be left for registration at the office, together with such fee (if any) not exceeding \$35.00 as the directors require, accompanied by the certificate of the shares to which it relates and such other information as the directors properly require to show the right of the transferor to make the transfer, and thereupon the company shall, subject to the powers vested in the directors by this constitution, register the transferee as a member.
- 73. The registration of transfers may be suspended at such times and for such periods as the directors from time to time determine not exceeding in the whole 30 days in any year.

TRANSMISSION OF SHARES

- 74. (a) If a member who does not own shares jointly dies, the company will recognise only the personal representative of the deceased member as being entitled to

the deceased member's interest in the shares.

- (b) If the personal representative gives the directors the information they reasonably require to establish the representative's entitlement to be registered as a member:
 - (i) the personal representative may:
 - (A) by giving a written and signed notice to the company, elect to be registered as a member; or
 - (B) by giving a completed transfer form to the company, transfer the shares to another person; and
 - (ii) the personal representative is entitled, whether or not a member, to the same rights as the deceased member.
 - (c) On receiving an election under subparagraph (b)(i)(A) of this clause, the company must register the personal representative as a member.
 - (d) A transfer under subparagraph (b)(i)(B) of this clause is subject to the same limitations, restrictions and provisions of this constitution relating to the right to transfer, and the registration of transfers of shares, as apply to transfers generally.
 - (e) If a member who owns shares jointly dies, the company will recognise only the survivor's interest in the shares. The estate of the deceased member is not released from any liability in respect of the shares.
75. (a) If a person entitled to shares because of the bankruptcy of a member gives the directors the information they reasonably require to establish the person's entitlement to be registered as a member, the person may:
- (i) by giving a written and signed notice to the company, elect to be registered as a member in respect of such shares; or
 - (ii) by giving a completed transfer form to the company, transfer such shares to another person.
- (b) On receiving an election under paragraph (a)(i) of this clause, the company must register the person as a member.
 - (c) A transfer under paragraph (a)(ii) of this clause is subject to the same limitations, restrictions and provisions of this constitution relating to the right to transfer, and the registration of transfers of shares, as apply to transfers generally.
 - (d) This clause has effect subject to the Bankruptcy Act 1966.
76. (a) If a person entitled to shares because of the mental incapacity of a member gives the directors the information they reasonably require to establish the person's entitlement to be registered as a member: