

OPERATIVE PART

IT IS AGREED: -

1. i) "Vendor Solicitor" means Profound Legal, Suite 53 Level 5 104 Bathurst Street, Sydney NSW 2000, info@profoundlegal.com.au;
ii) "Purchaser Solicitor" means the Solicitors described in Item 5 of the Reference Schedule hereto.
2. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Shares for the price (hereinafter called "the purchase price") set out in Item 6 of the Reference Schedule hereto.
3. The Purchaser warrants that the Purchaser was not introduced to the Vendor or the Premises by any real estate agent except the Stakeholder referred to in Item 7 of the Reference Schedule and the Purchaser indemnifies the Vendor against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending any such claim.

It is agreed that these indemnities shall be continuing indemnities not merging on completion.

4. The Purchaser shall pay the purchase price as follows:
 - (a) To the Stakeholder set out in Item 7 of the Reference Schedule hereto a sum equal to ten per centum (10%) of the purchase price on the signing of this Agreement by way of deposit; and
 - (b) To the Vendor's Solicitors or as they may in writing direct the balance, namely ninety per centum (90%) of the purchase price by bank cheque/s on completion of this Agreement.
5. The said deposit shall be held by the Stakeholder until completion and shall be accounted for to the Vendor upon receipt of an Order from the Purchaser or the Purchaser's Solicitor authorising such payment. The Order shall be provided to the Vendor Solicitor on completion and the parties have agreed for the said deposit not to be invested.
6. Completion of this Agreement shall take place on the day that is 42 days after the date of this Agreement (hereinafter called "the Completion Date"), and at a place and time as nominated by the Vendor.

7. If the Purchaser does not complete this Agreement on the Completion Date, or the date nominated by the Vendor after the Completion Date, otherwise than as a result of any default by the Vendor, the Purchaser shall pay interest at the rate of 10% per annum on the balance of the purchase price from the due date for completion until the date completion actually takes place inclusively.

It is agreed that this amount is a genuine pre-estimate of the Vendor's loss and the Vendor shall not be liable to the Purchaser for any damage or loss suffered by the Purchaser due to the Vendor's failure to complete, unless such failure constitutes a breach of an essential term of this Contract.

If completion does not take place at the first scheduled time due to the default of the Purchaser, or its mortgagee, then the Purchaser shall pay all fees including, legal fees \$220.00 and re-certification fees incurred by the Vendor or its mortgagee, in relation to any re-arrangement of settlement.

8. Upon completion the Vendor shall deliver to the Purchaser the Share Certificate for the Shares and shall sign and deliver to the Purchaser such transfer document as is required to transfer the shares to the Purchaser.
9. In the event of either party failing to complete this Agreement by the Completion Date, the other party shall be entitled at any time thereafter to serve a notice to complete requiring the other to complete within fourteen (14) days from the date of service of the notice, which time period is considered reasonable by both parties. For the purpose of this Agreement, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this Agreement.

On completion, the default Purchaser must pay a fee of \$330.00 to the Vendor Solicitor being the cost for issuing such Notice to Complete to the Purchaser.

10. If the purchaser defaults in payment of any part of the purchase moneys or interest or other moneys payable hereunder or in the performance or observance of any condition applicable to this Agreement and if after fourteen days notice in writing specifying the default has been given by the Vendor to the purchaser to remedy the default it still continues the deposit shall be forfeited to the Vendor who shall be entitled to an action in damages for the default.

In the event of default entitling the Vendor to forfeit the deposit the Purchaser hereby authorises the Stakeholder without further enquiry to account to the Vendor for the deposit on receipt of a notice from the Vendor that the Purchaser is in default and the Vendor is entitled to forfeit the deposit.

The Vendor thereafter may either sue the Purchaser for breach of contract or to resell the shares as owner and the difference arising on such 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 be commenced within twelve (12) months of the termination of this Agreement.

11. The Purchaser enters into this Agreement entirely as a result of the Purchaser's own enquiries and the Purchaser warrants to the Vendor that it has not nor has anyone on the Vendor's behalf made any representation other than as set out in this Agreement which has in any manner influenced the Purchaser to enter into this Agreement. The Purchaser does not rely on any representation letter document correspondence or arrangement whether oral or in writing as adding to or amending the terms conditions warranties and arrangements set out in this written Agreement.
12. The Premise and any furnishings or chattels referred to in this Agreement are sold in its present conditions and state of repair subject to all defects (latent or patent) infestation and dilapidation and all damage wear and tear pending completion. The Purchaser may not make a claim or requisition, delay completion, rescind or terminate in respect of a defect in or any lack of repair of the improvements (or any part of the improvements), furnishings or chattels.
13. The Purchaser acknowledges investigating, including seeking such advice as may be required, and understanding the rights and obligations contained within the Memorandum and Articles of Association of the Company and will make no claim for compensation, objection or requisition nor have any right of rescission or termination in relation to any matter arising there under.
14. The Vendor warrants and it is a condition of this Agreement that on completion the shares will be fully paid and there will be no moneys owing by the Vendor to the Company in respect of the same, and that on completion the Vendor shall be registered in the books of the Company as the holder of the Shares and the Shares shall be free from all encumbrances and liens whatsoever.
15. The Vendor shall pay and bear all contributions, land tax, council rates and outgoings payable to the Company in respect of the premises and the holding of the Shares up to the date of completion and from and after that date the Purchaser shall pay and bear the same and adjustments shall be made on completion on pro-rata basis.
16. The Purchaser (or Purchaser Solicitor) is obligated to obtain the relevant council, water, and company title levies information certificates as required for the purpose of adjustment on Completion and submit to the Vendor Solicitor these certificates along with the adjustment figures no later than 5 days prior to the Completion Date. The Vendor hereby authorises the Purchaser or Purchaser Solicitor to apply for the said certificates. Company title levies are managed by:

Advanced Community Management Pty Ltd
PO Box 297

BONDI JUNCTION NSW 1355
Ph: 02 8073 9102

17. The Purchaser shall indemnify and keep indemnified the Vendor from and against all claims, demands, actions, suits and proceedings and all costs and expenses of and incidental to any of the foregoing made upon, brought against or incurred by the Vendor in respect of or arising out of the Vendor being the registered holder of the Shares during the period from completion of this Agreement until the registration of the Purchaser as the holder of the Shares in the books of the Company.
18. The Vendor agrees that the Purchaser may rescind this Contract within five (5) business days of the date hereof. Should the Purchaser exercise this right to cool off by rescinding this Agreement the Purchaser agrees that 0.25% of the purchase price will be forfeited to the Vendor.
19. Notwithstanding any rule of law or equity to the contrary, should either party (or if more than one any one of them) prior to completion die or become mentally ill (as defined in the Mental Health Act) or become bankrupt (or if a company go into liquidation) then the other party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end the deposit shall be refunded and neither party will have any right of action against the other.
20. In the event that this Agreement is rescinded the deposit and any other money paid the Purchaser pursuant to this Agreement shall be refunded, and neither party shall be liable to pay to the other any other sum for damages, costs or expenses save for any adjustment as is just and equitable between the parties hereto where the Purchaser has received benefit of possession of the premises.
21. The purchaser may make requisitions in writing in relation to the title to the shares or the property within 14 days of exchange ONLY in the forms attached hereto marked as "Annexure B".
22. A communication required by this agreement, by a party to another, must be in writing and may be given to them by being delivered personally, or posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or sent by email to their email address, when it will be treated as received on that day.
23. The Purchaser (or Purchaser Solicitor) shall at its own expense tender to the Vendor's Solicitor for execution by the Vendor a form of Transfer of Shares on later than 14 days prior to the Completion.

24. If the Vendor shall be unable or unwilling to comply with a claim for compensation exceeding an amount equal to one per centum (1%) of the purchase price, or to comply with or remove any objection or requisition which in either such case the Purchaser has made and shall not have waived within fourteen (14) days after the Vendor has given to the Purchaser notice in writing of its intention to rescind this Agreement then the Vendor shall be entitled by notice in writing to rescind this Agreement.

25. Inclusion in this sale are listed in Item 8 of the Reference Schedule hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written:

SIGNED SEALED & DELIVERED by)
the Vendor in the presence of:)

Signature

Signature of Witness

Print Name of Witness

SIGNED SEALED & DELIVERED by)
The Purchaser in the presence of:)

Signature

Signature of Witness

Print Name of Witness

Executed by)
ACN)
under s127 of the Corporations Act
2001

Director/Secretary

Name:

Director/Secretary

Name:

THE REFERENCE SCHEDULE

1. Item 1 – Shares:

9150 shares numbered 138,601 to 147,250 and 185,501 to 186,000 inclusive

2. Item 2 – Company:

HARBOURVIEW MANSIONS PTY LTD
ACN: 000 250 519

3. Item 3 – Premises:

Unit 17 and car space G17 of 2A Wentworth Street, Point Piper NSW 2027

4. Item 4 – Land:

Folio Identifier XA/379933 being Lot XA of Deposited Plan 379933

5. Item 5 – Purchaser Solicitor:

6. Item 6 – Purchase Price:

7. Item 7 – Stakeholder:

Biller Property
Sunny Sun
Level 3, 376-382 New South Head Rd Double Bay NSW 2028
tel: 02 80971560| mobile: 0412 778 633
[Email: sunny@biller.com.au](mailto:sunny@biller.com.au)

8. Item 8 – Inclusions:

Built in wardrobe, range hood, stove , dishwasher, microwave, oven, split system air-conditioning x 2, pot plants, pot on balcony x 2



ASIC

Australian Securities & Investments Commission

Current Company Extract

Name: HARBOURVIEW MANSIONS PTY LTD

ACN: 000 250 519

Date/Time: 16 February 2022 AEST 07:23:48 PM

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

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

EXTRACT

Organisation Details	Document Number
Current Organisation Details	
Name: HARBOURVIEW MANSIONS PTY LTD	SCD010N
ACN: 000 250 519	
Registered in: New South Wales	
Registration date: 22/10/1958	
Next review date: 22/10/2022	
Name start date: UNKNOWN	
Previous state number: 05443121	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Home Unit Proprietary Company	

Address Details	Document Number
Current	
Registered address: ADVANCED COMMUNITY MANAGEMENT PTY LTD, Suite 806, 35-45 Spring Street, BONDI JUNCTION NSW 2022	1F0331005
Start date: 03/09/2010	
Principal Place Of Business address: 2A Wentworth Street, POINT PIPER NSW 2027	1F0426349
Start date: 31/10/2011	

Officeholders and Other Roles	Document Number
Director	
Name: NINA CALVISI	1F0370633
Address: Unit 4, 2A Wentworth Street, POINT PIPER NSW 2027	
Born: 03/04/1964, SYDNEY, NSW	
Appointment date: 05/09/2012	
Name: LALITA MATHIAS	1F0403483
Address: Unit 14, 12A Wentworth Street, POINT PIPER NSW 2027	
Born: 04/01/1955, AMBALA CANTT, INDIA	
Appointment date: 17/08/2015	
Name: MICHAEL JOHN WALKER	9E0013936
Address: Unit 21, 2A Wentworth Street, POINT PIPER NSW 2027	
Born: 11/11/1970, SYDNEY, NSW	
Appointment date: 11/09/2016	
Name: COLLEEN MONICA GOODWIN	7EAQ38402
Address: Unit 7, 2A Wentworth Street, POINT PIPER NSW 2027	
Born: 07/02/1937, FORBES, NSW	
Appointment date: 25/09/2019	
Name: MATLE VAYSPAP	7EBN15491

Address: Unit 12, 2A Wentworth Street, POINT PIPER NSW
2027

Born: 15/09/1947, RIGA, LATVIA

Appointment date: 18/08/2021

Secretary

Name: ROBERT ANDERSON

1F0331005

Address: 336 Birrell Street, BONDI NSW 2026

Born: 08/04/1954, SYDNEY, NSW

Appointment date: 23/08/2010

Appointed Auditor

Name: DAVID STRICKLAND GODDARD

00025051E

Address: 30 Carrington Street SYDNEY NSW 2000

Start date: 29/01/1993

Share Information**Share Structure**

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY SHARES	207500	415000.00	0.00	026462159

Members

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

Joint members

Name: GERALD IAN SCHNEIDER

Address: Unit 6, 2A Wentworth Street, POINT PIPER NSW 2027

Name: ZELDA LUCILLE SCHNEIDER

Address: Unit 6, 2A Wentworth Street, POINT PIPER NSW 2027

Class	Number held	Beneficially held	Paid	Document number
ORD	8850	yes	FULLY	00025051I

Joint members

Name: GLENN MATHIAS

Address: Unit 14, 2A Wentworth Street, POINT PIPER NSW 2027

Name: LALITA MATHIAS

Address: Unit 14, 2A Wentworth Street, POINT PIPER NSW 2027

Class	Number held	Beneficially held	Paid	Document number
ORD	9150	yes	FULLY	7E0914632

Name: NINA CALVISI
Address: Unit 4, 2A Wentworth Street, POINT PIPER NSW 2027

Class	Number held	Beneficially held	Paid	Document number
ORD	8850	yes	FULLY	023425914

Name: CECILY SONENFILD
Address: Unit 16, 2A Wentworth Street, POINT PIPER NSW 2027

Class	Number held	Beneficially held	Paid	Document number
ORD	15350	yes	FULLY	1F0324994

Name: JOHN MELICK INVESTMENTS PTY. LIMITED
ACN: 008 437 214
Address: Unit 21, 2A Wentworth Street, POINT PIPER NSW 2027

Class	Number held	Beneficially held	Paid	Document number
ORD	20000	yes	FULLY	1F0324994

Name: GAYVAL INVESTMENTS PTY LTD
ACN: 000 200 617
Address: RAY WHITE, PO BOX 202, SURRY HILLS NSW 2010

Class	Number held	Beneficially held	Paid	Document number
ORD	8750	yes	FULLY	1F0324994

Name: ANIA OLYMPIA SMIALKOWSKI
Address: Unit 10, 2A Wentworth Street, POINT PIPER NSW 2027

Class	Number held	Beneficially held	Paid	Document number
ORD	6950	yes	FULLY	1F0549889

Joint members

Name: MATLE VAYSPAP
Address: Unit 12, 2A Wentworth Street, POINT PIPER NSW 2027
Name: NAFTALY VAYSPAP
Address: 2A Wentworth Street, POINT PIPER NSW 2027

Class	Number held	Beneficially held	Paid	Document number
ORD	9950	no	FULLY	020218192

Name: LISA NICOLE NOVAKOV
Address: Unit 9, 2A Wentworth Street, POINT PIPER NSW 2027

Class	Number held	Beneficially held	Paid	Document number
ORD	8850	yes	FULLY	1F0537671

Name: PENELOPE JANE GLOVER
Address: Unit 20, 2A Wentworth Street, POINT PIPER NSW 2027

Class	Number held	Beneficially held	Paid	Document number
ORD	1025	yes	FULLY	1F0478563

Name: ALBATROSS INVESTMENTS (NO.1) PTY LTD
ACN: 063 416 535
Address: 3 Atlantic Avenue, MERMAID BEACH QLD 4218

Class	Number held	Beneficially held	Paid	Document number
ORD	9350	yes	FULLY	1F0478563

Name: COLLEEN GOODWIN
Address: 'Harbourview Mansions' Unit 7, 2A Wentworth Street, POINT PIPER NSW 2027

Class	Number held	Beneficially held	Paid	Document number
ORD	9850	yes	FULLY	1F0404113

Name: LI WEIHUA
Address: 'Harbourview Mansions' Unit 17, 2A Wentworth Street, POINT PIPER NSW 2027

Class	Number held	Beneficially held	Paid	Document number
ORD	9150	yes	FULLY	9E0006572

Name: MATTHEW ROBERT MARANO
Address: 'Harbourview Mansions' Unit 11, 2A Wentworth Street, POINT PIPER NSW 2027

Class	Number held	Beneficially held	Paid	Document number
ORD	9950	yes	FULLY	9E0006572

Name: COOPER GEORGE CHAPMAN
Address: PO BOX 736, ROSE BAY NSW 2029

Class	Number held	Beneficially held	Paid	Document number
ORD	9250	yes	FULLY	9E0010120

Name: DEREK SUPER BENEFITS PTY LTD
ACN: 633 543 138
Address: PO BOX 520, GLENSIDE SA 5065

Class	Number held	Beneficially held	Paid	Document number
ORD	13500	yes	FULLY	7EAN44619

Name: JENNIFER BARNETT
Address: 8 Woodlyn Close, MOUNT ELIZA VIC 3930

Class	Number held	Beneficially held	Paid	Document number
ORD	8650	yes	FULLY	7EAV76137

Joint members

Name: LARISSA JANE FULLER
Address: Unit 2, 2A Wentworth Street, POINT PIPER NSW 2027
Name: JEREMY JOHN COURMADIAS
Address: Unit 2, 2A Wentworth Street, POINT PIPER NSW 2027

Class	Number held	Beneficially held	Paid	Document number
ORD	8750	yes	FULLY	7EBA05373

Name: NELLY BRADIS
Address: 'Harbourview Mansions' Unit 8, 2A Wentworth Street, POINT PIPER NSW 2027

Class	Number held	Beneficially held	Paid	Document number
ORD	9850	yes	FULLY	7EBC07383

Joint members

Name: ANNE RUTH FINNERTY

Address: Unit 405, 8 New McLean Street, EDGECLIFF NSW 2027

Name: THOMAS MICHAEL FINNERTY

Address: Unit 405, 8 New McLean Street, EDGECLIFF NSW 2027

Class	Number held	Beneficially held	Paid	Document number
ORD	12250	yes	FULLY	7EBC07453

Documents

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

Date received	Form type	Date processed	Number of pages	Effective date	Document number
02/04/2019	484A2 Change To Company Details Change Member Name Or Address	02/04/2019	2	02/04/2019	7EAK04931
16/07/2019	484N Change To Company Details Changes To (Members) Share Holdings	16/07/2019	2	16/07/2019	7EAN44619
17/10/2019	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	17/10/2019	2	17/10/2019	7EAQ38402
07/11/2019	484N Change To Company Details Changes To (Members) Share Holdings	07/11/2019	2	07/11/2019	7EAR09143
20/04/2020	484N Change To Company Details Changes To (Members) Share Holdings	20/04/2020	2	20/04/2020	7EAV76137
02/09/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	02/09/2020	2	02/09/2020	7EBA05269
02/09/2020	484N Change To Company Details Changes To (Members) Share Holdings	02/09/2020	2	02/09/2020	7EBA05373
09/11/2020	484A2 Change To Company Details Change Member Name Or Address	09/11/2020	2	09/11/2020	7EBC07383

09/11/2020	484A2 Change To Company Details Change Member Name Or Address	09/11/2020	2	09/11/2020	7EBC07453
28/10/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	28/10/2021	2	28/10/2021	7EBM71678
11/11/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	11/11/2021	2	11/11/2021	7EBN15491

Note: Where the expression 'Unknown' is shown, the precise date may be available from records taken over on 1 January 1991 and held by ASIC in paper or microfiche.

*****End of Extract of 7 Pages*****

OFFICE COPY

28/11/92

The Companies Act 1936

A Company Limited by Shares

ARTICLES OF ASSOCIATION

of

Harbourview Mansions Pty. Limited

The Companies Act, 1936
A Company Limited by Shares

ARTICLES OF ASSOCIATION

of

Harbourview Mansions Pty. Limited

PRELIMINARY

1. The regulations contained in Table "A" in the second schedule to the Companies Act shall not apply to this Company except in so far as the same are repeated or contained in these Articles.

INTERPRETATION

2. In these presents unless there be something in the subject or context inconsistent therewith the following words and expressions shall have the several meanings hereby assigned to them that is to say:-

"Special Resolutions" and "Extraordinary Resolutions" shall have the meanings assigned thereto respectively by section 97 of the Companies Act.

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

Words importing persons shall include companies corporations and public bodies.

"The Company" or "this Company" shall mean the above-mentioned Company.

"Articles" shall mean these Articles of Association herein set forth.

"Member" shall mean a registered holder of any share or stock of the Company.

"The Register" shall mean the Register of Members to be kept pursuant to Section 78 (1) of the Companies Act.

"Office" shall mean the registered office for the time being of the Company.

"Month" shall mean calendar month.

"Directors" shall mean the Directors for the time being of the Company.

"Director" includes any person occupying the position of Director by whatever name called.

"Share" means share in the capital of the Company and includes stock except where a distinction between stock and shares is expressed or implied but does not include workers' shares except where expressly so stated.

"Seal" shall mean the common seal of the Company.

"Board" shall mean a meeting of Directors or the Directors assembled at a Board as the case may be.

"Writing" shall include printing lithography typewriting and any other mode of representing or reproducing words in a visible form.

"Dividend" shall include bonus.

"Paid up" shall include credited as paid up.

"The Companies Act" means the Companies Act, 1936 of New South Wales or any statutory modifications amendment or re-enactment thereof for the time being in force.

"Secretary" includes the assistant or acting Secretary or any substitute for the time being for the Secretary.

"The Building" means the building known as "Harbourview Mansions" which at the date of the adoption of these Articles is in course of erection on the land referred to in paragraph (1) of clause 3 of the Memorandum of Association of the Company.

In every case where in these presents general expressions are used in connection with powers discretions or things such general expressions shall not be limited to or controlled by the particular powers discretions or things with which the same are connected. And words and expressions denoting authority or permission shall be construed as words or expressions of authority or permission merely and shall not be construed as words or expressions denoting directions or compulsory trusts. Subject as aforesaid any words defined in the statutes shall if not inconsistent with the subject or the context bear the same meaning in these presents.

3. The Company is a proprietary company and -
 - (a) The right to transfer its shares is restricted as hereinafter provided.
 - (b) The number of the members of the Company is limited to fifty (exclusive of the persons who are in the employment of the Company and of persons who having been formerly in the employment and have continued after the determination of that employment to be members of the Company) PROVIDED that where two or more persons hold one or more shares in the Company jointly they shall for the purposes of this paragraph be treated as a single member.
 - (c) Any invitation to the public to subscribe for any shares or debentures of the Company or to deposit money with the Company for fixed periods or payable at call whether bearing or not bearing interest is prohibited.
4. (a) The Capital of the Company is Two hundred and seven thousand five hundred pounds (£207,500) divided into Two hundred and seven thousand five hundred (207,500) shares

of One pound (£1) each. Such shares shall be held by the members in groups such share groups being comprised of the shares set forth in the first column below and to each of such groups of shares there shall be appurtenant the Home Unit or Garage Space as the case may be in the Building, set forth opposite such group of shares in the second column below:

<u>Share Group being shares numbered</u>	<u>Home Unit Number</u>
1 to 8,150	11 - 1
8,151 to 16,400	12 - 2
16,401 to 24,750	13 - 3
24,751 to 33,100	14 - 4
33,101 to 41,350	21 - 5
41,351 to 49,700	22 - 6
49,701 to 59,050	23 - 7
59,051 to 68,400	24 - 8
68,401 to 76,750	31 - 9
76,751 to 83,200	32 - 10
83,201 to 92,650	33 - 11
92,651 to 102,100	34 - 12
102,101 to 110,750	42 - 13
110,751 to 123,750	43 - 14
123,751 to 138,600	44 ✓ 15
138,601 to 147,250	51 17
147,251 to 156,000	52 18
156,001 to 167,750	53 19
167,751 to 177,500	54 20
187,501 to 207,500	
	Pent House
<u>Share Group being shares numbered</u>	<u>Garage Space Number</u>
177,501 to 178,000	G1
178,001 to 178,500	G2
178,501 to 179,000	G3
179,001 to 179,500	G4
179,501 to 180,000	G5
180,001 to 180,500	G6 ✓
180,501 to 181,000	G7
181,001 to 181,500	G8
181,501 to 182,000	G9
182,001 to 182,500	G10
182,501 to 183,000	G11
183,001 to 183,500	G12
183,501 to 184,000 ✓	G13

<u>Share Group being shares numbered</u>	<u>Garage Space Number</u>
184,001 to 184,500	G14
184,501 to 185,000	G15 — unit 12
185,001 to 185,500	G16
185,501 to 186,000	G17
186,001 to 186,500	G18
186,501 to 187,000	G19
187,001 to 187,500	G20

- (b) A member shall not ipso facto by virtue of his holding any of the groups of shares aforesaid be entitled to occupy the Home Units or Garage Spaces appurtenant thereto but upon the execution by the member and by the Company of a lease as hereinafter mentioned and subject to the provisions of these Articles and to the payment of all application and allotment moneys in respect of the relevant share group and of all calls and other moneys due to the Company at any time by the holder thereof and to the due and punctual performance and observance of all obligations imposed on him under or by virtue of these Articles or under or by virtue of the said lease the holder for the time being of a share group shall be entitled to occupy the Home Unit or Garage Space appurtenant thereto PROVIDED HOWEVER that no shareholder shall be so entitled until the building is completed and further a shareholder shall only be so entitled for so long as he or his executors or administrators continue to hold such shares.
- (c) The lease referred to in the preceding paragraph shall be in the form and contain the conditions and provisions set out in the first schedule to these Articles with such modifications if any as the Board from time to time prescribes (either generally or for the particular case) before or at the time when any such lease agreement is entered into.
- (d) The location of the Home Units appurtenant to each group of shares is set out in the second schedule to these Articles.
- (e) There shall be payable to the Company by the lessee under the lease hereinbefore referred to a monthly sum being one-twelfth of such annual sum as is fixed by the Board from

year to year as being in the opinion of the Board sufficient to provide the lessee's proportion of the estimated outgoings of the Company for that year in connection with the building together with any deficiency from the previous year or years and without limiting the generality of the foregoing such estimated outgoings may include any of the following:-

- (1) Allowance for overhead and management expenses.
- (2) Legal and accountancy charges.
- (3) Interest on borrowed money.
- ✓(4) Fire, Public Risk, Workers' Compensation and other Insurances.
- (5) Repair and maintenance to the building and the fittings and equipment thereof and the replacement of fittings and equipment.
- (6) Elevator running and maintenance.
- (7) Lighting and cleaning.
- (8) Municipal and water and sewerage rates and charges, Federal and State Land Tax and all other impositions and charges attributable to the land or the building or the services provided therein.
- (9) If the Board shall so determine contributions towards deferred maintenance amortisation of the building, redemption of loans and reserves for contingencies of any kind.

The proportion of the said annual outgoings payable by the lessee to the total annual outgoings of the Company shall be the same as the proportion of the number of shares held by him to all the shares for the time being issued by the Company.

- (f) If a member on becoming the holder of a group of shares does not execute and deliver to the Company a lease of the Home Unit or Garage Space appurtenant thereto in accordance

with paragraph (c) in this Article within one month or such other time as the Board allows after it has been submitted to him for execution or being a member who has entered into occupation of a unit makes default in the payment of any call upon his shares or of any sum payable pursuant to or under these presents or under the lease agreement relating thereto or makes default in the performance or observance of the conditions and provisions contained in such lease and in any such case the Company determines the lease by reason of such default the Board may by notice in writing to such member require him to sell the group of shares to which such unit is appurtenant to a purchaser approved by the Board and if he does not find an approved purchaser within one month after such notice is given to him or within such further time as the Board allows the Board may sell such shares at their fair market price determined by a qualified Real Estate Valuer appointed by the Board for that purpose. The proceeds of the sale less any moneys due by the members to the Company and the expenses of sale shall be paid to the member. Each member hereby irrevocably appoints the chairman of Directors and the Secretary of the Company jointly and each of them severally his attorneys and attorney for the purposes of effecting such sale, receiving and giving a good discharge for the purchase money and transferring the shares on his behalf.

(g) The shares shall be held by the members in groups and the shares comprising each group shall be transferable and transmissible together as a group and not otherwise; provided however that this paragraph shall not apply to the original allottees of shares.

5. No part of the funds of the Company shall be employed directly or indirectly in the purchase of or in loans upon the security of the Company's shares.
6. Subject to the Articles and to any agreement relating to the issue of shares the shares shall be under the control of the Board which may allot or otherwise dispose of them to such persons on such terms and conditions either at a premium or at par and at such times as it thinks fit.

7. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any debentures of the Company or procuring or agreeing to procure subscriptions whether absolute or conditional for any shares or debentures of the Company but so that if the commission in respect of shares is paid or payable out of capital the statutory conditions and requirements shall be observed and complied with and the amount or rate of commission shall not exceed ten per centum (10%) of the price at which the shares are issued or debentures subscribed. Such commission may be paid in cash or in shares or debentures and either directly by the Company or by any person who receives payment in money or shares from the Company.
8. The joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.
9. Save as by some competent court ordered or as by statute required the Company shall not be bound by or be compelled in any way to recognise in respect of any share even when having notice thereof any trust or equity or other right whatsoever save an absolute right thereto in the registered holder thereof for the time being or such other rights in case of transmission thereof as are hereinafter mentioned.

CERTIFICATES OF SHARES

10. The certificates of title to shares shall be issued under the seal of the Company and signed in manuscript by two Directors and countersigned by the Secretary or some other person appointed by the Directors.
11. Every member shall be entitled without payment to receive within one month of allotment or lodgment of transfer one certificate for the shares registered in his name. Every certificate shall specify the number and denoting numbers of the shares in respect of which it is issued and the amount paid up thereon.
12. The certificate of shares registered in the names of joint holders shall unless otherwise directed by them be delivered to the holder whose name stands first on the register. The delivery of any such

certificate to the joint holder first named shall be sufficient delivery to all.

13. If a certificate is worn out destroyed or lost a new certificate may be issued in lieu thereof upon payment of one shilling (or such less sum as the Directors may prescribe) upon the production of such evidence of its having been worn out destroyed or lost as the Directors may consider satisfactory and upon such indemnity with or without security as the Directors may require and on the payment to the Company of any expenses incurred by the Company in investigating the title to the shares or in connection with proof of such loss or destruction or in connection with such indemnities.

CALLS ON SHARES

14. The Directors may from time to time (subject to any special terms upon which any shares may have been issued) make such calls as they think fit upon the members in respect of the moneys unpaid on their shares. A call may be made upon some members or in respect of some shares or groups of shares to the exclusion of others. Fourteen days' notice at least shall be given of each call specifying the time and place of payment and to whom such call shall be paid. Each member shall be liable to pay a call so made and any money payable on any share under the terms of allotment thereof to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed. A call may be revoked or the time fixed for its payment postponed by the Board.
15. If any call payable in respect of any share or any money payable on any share under the terms of allotment thereof be not paid on or before the day appointed for payment the holder or allottee of such share shall be liable to pay interest upon such call or money from such day until it is actually paid at the rate of eight pounds (£8) per centum per annum or such lower rate as the Directors may determine.
16. On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that the

name of the member sued is entered in the register as the holder or one of the holders of the shares in respect of which such debt accrued that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the member sued in pursuance of these presents; and it shall not be necessary to prove the appointment of the Directors who made such call nor any other matters whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt.

17. The Directors may if they think fit receive from any member willing to advance the same all or any part of the money unpaid upon any of the shares held by him beyond the sums actually called up thereon as a payment in advance of calls. Upon the money so received or upon so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made the Company may pay interest at such rate (not exceeding current bank overdraft rate) as the member advancing the same and the Directors may agree upon.

TRANSFER OF SHARES

18. The Directors may decline to register any transfer of shares to a transferee of whom they do not approve and who is not already a member of the Company and who has not previously been approved by them as suitable to be a member of the Company and such approval shall not be unreasonably withheld but any disapproval grounded on the purpose for which the proposed transferee intends to or in the opinion of the Directors may use the unit appurtenant to the shares comprised in the transfer shall not be deemed unreasonable. If the Directors refuse to register a transfer they shall forthwith comply with Section 178 of the Act. X
19. Every transfer shall be left at the office accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may require to prove the title of the intending transferor. No fee shall be charged by the Company for registration of the transfer or transmission of shares. The Directors may waive the production of any certificate upon evidence satisfactory to them as to its loss or destruction.
20. The instrument of transfer of any shares shall be signed both by the transferor and the transferee and the transferor shall be

deemed to remain the holder of such shares until the name of the transferee is entered in the register in respect thereof.

21. The instrument of transfer of any shares shall be in writing in the common form or in the following form or as near thereto as circumstances will admit:-

I _____ of _____
in consideration of the sum of _____ paid to
me by _____ of _____
(hereinafter called "the said transferee") do hereby
transfer to the said transferee _____ shares numbered
_____ in the Company called "Harbourview Mansions
Pty. Limited" to hold unto the said transferee his executors
administrators and assigns subject to the several conditions
on which I held the same immediately before the execution
hereof. AND I the said transferee do hereby agree to take
the said shares subject to the same conditions.

AS WITNESS our hands the _____ day of _____ 19 ____ .

Witness to the signature of etc.

22. The Company shall provide a book to be called "the Register of Transfers" which shall be kept by the Secretary under the control of the Directors and in which shall be entered the particulars of every transfer or transmission of every share.
23. All instruments of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall (except in any case of fraud) be returned to the party presenting the same.
24. The transfer books and register may subject to the notice required by Section 82 of the Act be closed during such time or times as the Directors may think fit not exceeding altogether 30 days in each year.

TRANSMISSION OF SHARES

25. In the case of the death of a member the survivor or survivors where the deceased was a joint holder and the executors or administrators of the deceased where he was a sole holder shall

be the only persons recognised by the Company as having any title to his shares but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him. This and the next three succeeding articles are herein referred to as the transmission clause.

26. Any person becoming entitled to a group of shares in consequence of the death or bankruptcy of any member or otherwise than by transfer may upon producing such evidence of title as the Directors require and subject as hereinafter provided either be registered himself as holder of the shares of the group or elect to have some person nominated by him registered as the transferee thereof.
27. If the person so becoming entitled elects to be registered himself or to have some person nominated by him registered as the transferee thereof he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. For all purposes of these presents relating to the registration of transfers of shares such notice shall be deemed to be a transfer and the Directors shall have the same power of refusing to give effect thereto by registration as if the event upon which the transmission took place had not occurred and the notice were a transfer executed by the person from whom the title by transmission is derived.
28. A person entitled to shares by transmission shall be entitled to receive and may give a discharge for any moneys payable in respect of the share but he shall not be entitled to receive notice of or to attend or vote at meetings save as provided by Article 68 of the Company or save as aforesaid to any of the rights or privileges of a member unless and until he has become a member in respect of the above.

LIEN ON SHARES

29. (a) The Company shall have a first and paramount lien and charge upon the shares registered in the name of each member (whether held solely or jointly with others)
 - (i) for the allotment money calls or instalments of calls payable to the Company in respect of such shares

whether the period for the payment thereof has actually arrived or not, and

(ii) for all moneys presently payable (whether under a lease agreement or as the member's contribution to the Company's outgoings pursuant to Article four or on any other account) by him to the Company.

(b) The Company shall also have a first and paramount lien and charge upon all the shares registered in the name of each member (whether solely or jointly with others) in respect of all moneys (with interest thereon as hereinafter mentioned) which the Company under any present or future statute or legislative enactment of the Commonwealth of Australia or any of the Australian States or any other country or place may become liable to pay in respect of the shares registered in the name of such member or otherwise in connection with the holding of such member in the Company whether in consequence of the death of such member or for any other reason. Any moneys paid by the Company in respect of such shares or holding may also be recovered by action from such member or his personal representatives as a debt due by such member or his estate to the Company. The Company shall also be entitled to charge and recover interest at current bank overdraft rates on any moneys so paid by the Company from the date when such moneys were so paid until repayment.

(c) Provided always that if the Company registers any transfer of any shares on which it has a lien or charge as aforesaid without giving to the transferee notice thereof the shares comprised in such transfer shall be freed and discharged from such lien or charge.

30. For the purpose of enforcing any such lien or charge the Directors may sell the shares subject thereto in such manner as they think fit without any consent by the holder of such shares or any other person but no sale shall be made unless and until default is made in the payment fulfilment or discharge of such calls or other moneys as mentioned in the last preceding Article and until notice in writing of the intention to sell is served on such holder and he fails to pay such calls or other moneys within fourteen days after service of such notice.

31. The nett proceeds of any such sale shall be applied in or towards satisfaction of the said moneys together with any interest and expenses paid or payable in connection therewith and the residue (if any) paid to such member his executors administrators or assigns.
32. Upon any such sale as aforesaid the Directors may enter the purchaser's name in the register as holder of the shares and the purchaser shall not be bound to see to the regularity or validity or be affected by any irregularity or invalidity of proceedings nor be bound to see to the application of the purchase money and after his name has been entered in the register the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

FORFEITURE AND SURRENDER OF SHARES

33. If any member fails to pay any call or instalment or any money payable under the terms of allotment of shares or under the lease agreement or as the members contribution to the Company's outgoings pursuant to Article 4 or otherwise due or owing to the Company on or before the day appointed for payment thereof the Directors may at any time while the same remains unpaid serve a notice on him requiring him to pay the same together with any interest thereon and any expenses incurred by the Company by reason of such non-payment.
34. The notice shall name a further day (not being less than 14 days from the date of the notice) on or before which such call instalment or other money and all interest and expenses that have accrued by reason of such non-payment are to be paid and the place where payment is to be made (the place so named being either the office or some other place at which calls of the Company are usually made payable) and shall state that in the event of non-payment on or before the day and at the place appointed the shares in respect of which such payment is due will be liable to be forfeited.
35. If the requisitions of any such notice as aforesaid are not complied with the shares in respect of which such notice has been given may at any time thereafter before payment of all money due

thereon with interest and expenses has been made be forfeited by a resolution of the Directors to that effect.

36. Any shares so forfeited shall be deemed to be the property of the Company and may be held re-allotted sold or otherwise disposed of in such manner as the Directors think fit and in case of re-allotment with or without any money paid thereon by the former holder being credited as paid up. But the Directors may at any time before any shares so forfeited has been re-allotted sold or otherwise disposed of annul the forfeiture thereof upon such conditions as they may think fit but in the event of any shares being forfeited and sold any residue after the satisfaction of the moneys due and unpaid in respect of such shares and accrued interest and expenses shall be paid to the person forfeiting his executors administrators or assigns.
37. Any member whose shares have been forfeited shall notwithstanding such forfeiture be liable to pay to the Company all calls or other money interest and expenses owing in respect of such shares at the time of forfeiture together with interest thereon from the time of forfeiture until payment at the rate of eight pounds (£8) per centum per annum or at such less rate as may be fixed by the Directors and the Directors may enforce the payment thereof if they think fit.
38. The Directors may accept the surrender of any paid-up shares by way of compromise of any question as to the holder being properly registered in respect thereof. Any shares so surrendered may be disposed of in the same manner as a forfeited share.
39. In the event of the re-allotment or sale of forfeited or surrendered shares a certificate in writing under the seal of the Company that the shares have been duly forfeited surrendered or sold in accordance with the regulations of the Company shall be sufficient evidence of the facts therein stated as against all persons claiming the shares and the Directors may cause the name of the new allottee or purchaser to be entered in the register in respect of such shares and such new allottee or purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money or consideration. A certificate of title to the shares shall be delivered to such new purchaser or allottee and he shall be registered in respect thereof and thereupon he shall be deemed the holder of the shares discharged from all calls

or other money interest and expenses due prior to such purchase or allotment (but subject to the provisions contained in Article 36) and his title to the shares shall not be affected by any irregularity in the proceedings and the remedy of any person aggrieved by the re-allotment or sale shall be in damages only and against the Company exclusively.

INCREASE AND REDUCTION OF CAPITAL

40. The Company in general meeting may from time to time whether all the shares for the time being created have been issued or not or all the shares for the time being issued have been fully called up or not by special resolution increase its capital by the creation of new shares such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the Company by the resolution creating such new shares directs.
41. Except so far as otherwise provided by the conditions of issue or by these presents any capital raised by the creation of new shares shall be subject to the same provisions with reference to the payment of calls transfer transmission forfeiture lien and otherwise as if it had been part of the original capital.
42. The Company may by special resolution so far modify the conditions contained in its Memorandum as to do the following things or any of them:-
- (a) Consolidate and divide its capital into shares of larger amount than its existing shares.
 - (b) By subdivision of its existing shares or any of them divide its capital or any part thereof into shares of smaller amount than is fixed by its Memorandum of Association and if thought fit determine that as between the holders of the shares resulting from such subdivision one or more of such shares shall have some preference or special advantage as regards capital voting or otherwise over or as compared with the other or others.
 - (c) Reduce its capital in any manner authorised by statute.
 - (d) Make such other modifications as are authorised by law.

43. Anything done in pursuance of the last preceding Article shall be done in manner provided by the Act so far as it is applicable and so far as it is not applicable in accordance with the terms of the special resolution authorising the same and so far as such resolution is not applicable in such manner as the Directors deem expedient.

MODIFICATION OF RIGHTS

44. Whenever the issued capital is divided into different classes of shares then subject to the conditions of issue of any class the rights attached to any class may be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of that class.

To every such separate general meeting the provisions of these Articles relating to general meetings shall mutatis mutandis apply but so that the necessary quorum shall be two persons holding or representing by proxy one-third of the issued shares of the class concerned and that any holder of shares of the class present in person or by proxy may demand a poll.

BORROWING POWERS

45. The Directors may from time to time with the approval of the Company in general meeting borrow or secure the payment of any sum or sums of money for the purposes of the Company.
46. The Directors may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds perpetual or redeemable debentures or debenture stock or any mortgage charge or other security on the undertaking or the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.
47. Debentures debenture stock bonds or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued. Any debentures debenture stock bonds or other securities may be issued at a discount

premium or otherwise and with any special privileges as to redemption surrender drawings allotment of shares attending and voting at general meetings of the Company appointment of Directors and otherwise.

48. If any uncalled capital of the Company is included in or charged by any mortgage or other security the Directors may by instrument under the Company's seal authorise the person in whose favour such mortgage or security is executed or any other person in trust for him to make calls on the members in respect of such uncalled capital and the provisions hereinbefore contained in regard to calls shall mutatis mutandis apply to calls made under such authority and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Directors' powers or otherwise and shall be assignable if expressed so to be.
49. The Board may execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers covenants and provisions as shall be agreed upon.

CONVENING OF GENERAL MEETINGS

50. A general meeting shall be held once at the least in every calendar year and at such time not being more than fifteen months after the holding of the last preceding general meeting and at such place as may be determined upon by the Directors. The abovementioned general meetings shall be called "ordinary general meetings" and all other general meetings shall be called "extraordinary general meetings".
51. The Directors may whenever they think fit convene an extraordinary general meeting and they shall on the requisition of any member of the Company forthwith proceed to convene an extraordinary general meeting of the Company and in the case of such requisition the provisions of Section 94 of the Act shall apply.
52. Where it is proposed to pass a special resolution not less than twenty-one days' notice and in other cases not less than seven

days' notice of a meeting of the Company specifying the place day and hour of meeting and in case of special business the general nature of such business shall be given to the members by notice sent by post or otherwise served as hereinafter provided; provided always that if all the members entitled to attend and vote at any meeting so agree a resolution may be proposed and passed at such meeting even if shorter notice than abovementioned has been given.

53. The accidental omission to give notice of any meeting to or the non-receipt of any such notice by any of the members shall not invalidate any resolution passed at any such meeting.

PROCEEDINGS AT GENERAL MEETINGS

54. The business of an ordinary general meeting shall be to consider the accounts and balance sheet and the ordinary reports of the Directors and Auditors respectively to elect or re-elect Directors and Auditors to fix the remuneration of the auditors. All other business transacted at an ordinary general meeting and all business transacted at an extraordinary general meeting shall be deemed special for the purposes of Article 52.
55. It shall not be necessary at any general meeting to pass any resolution by more than a simple majority except where a special or extraordinary resolution is required by law or by these Articles.
56. Members present in person or by proxy and entitled to vote and holding between them not less than 25% of the issued share capital of the Company shall be a quorum for a general meeting. No business shall be transacted at any general meeting unless the quorum requisite is present at the time when the meeting is considering that business.
57. The Chairman of Directors shall be entitled to take the chair at every general meeting at which he is present but in his absence or if he is unwilling to act at any meeting the deputy chairman shall be entitled to take the chair thereat but if at any meeting neither the chairman nor the deputy chairman is present or willing to act the members present shall choose another Director as chairman and if no Director is present or if all the Directors present

decline to take the chair then the members present shall choose one of their number to be chairman.

58. If within fifteen minutes from the time appointed for a general meeting a quorum is not present the meeting if convened upon the requisition of members shall be dissolved. In any other case it shall stand adjourned to such a day in the next week and to such a place as may be appointed by the chairman and if at such adjourned meeting a quorum is not present those members who are present shall be a quorum and may transact the business for which the meeting was called.
59. The chairman of a general meeting may with the consent of the meeting adjourn any general 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.
60. Every question submitted to a general meeting shall be decided in the first instance by a show of hands.
61. At any general meeting unless a poll is directed by the chairman or demanded under Article 63 a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minute book 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 such resolution.
62. If a poll is directed by the chairman or demanded under Article 63 it shall be taken as the chairman elects either immediately or at the conclusion of any other business or at such other time (not exceeding fourteen days after the meeting at which the same is demanded) and at such place as the chairman directs and the result of such poll shall be deemed to be the resolution of the Company in general meeting as at the date of taking the poll. No poll shall be demanded on the election of a chairman or on any question of adjournment of a meeting and no notice need be given of any poll not taken immediately.
63. A poll shall be taken if demanded by any member present personally or by duly authorised representative and not otherwise. The demand

of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

64. A resolution signed by all the members of the Company for the purpose being shall be as valid and effectual as if it had been passed at a duly called and constituted meeting of the Company. Shareholders may sign separate copies of the resolution circulated for that purpose.

VOTES AT GENERAL MEETINGS

65. At a meeting a show of hands every member present in person or by a representative appointed pursuant to Section 96 of the Act shall have one vote. On a poll every member present in person or by a representative as aforesaid or by proxy attorney or agent who holds one or more of the groups of shares in the Company shall have one vote for each share held by him.
66. Every instrument of proxy whether for a specified meeting or otherwise shall as nearly as circumstances will admit be in the form following or to the like effect:-

HARBOURVIEW MANSIONS PTY. LIMITED

I _____ being a member of "Harbourview Mansions Pty. Limited" hereby appoint _____ of _____ or failing him _____ of _____ as my proxy to vote for me and on my behalf at the (ordinary or extraordinary as the case may be) general meeting of the Company to be held on the _____ day of _____ 19 ____ and at any adjournment thereof.

AS WITNESS my hand this _____ day of _____ 19 ____ .

Signed by the said _____
In the presence of: _____

The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney or if such appointor be a corporation under its common seal or under the hands of its attorney and shall be attested by one or more witnesses. A proxy need not be a member of the Company.

67. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or transfer of the shares in respect of which the vote is given provided no intimation in writing of the death revocation or transfer has been received at the office before the meeting.
68. Subject to article 70 any person entitled under the transmission clause to transfer any shares or group of shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares. Provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote he satisfies the Directors of his right to transfer such shares unless the Directors have previously admitted his right to vote at such a meeting in respect thereof.
69. If any member is of unsound mind he may vote by his committee curator bonis or other legal curator.
70. If two or more persons are jointly entitled to a share any one of them may vote at any meeting either personally or by proxy in respect thereof as if he were solely entitled thereto and if more than one of such joint holders is present at any meeting either personally or by proxy that one of such persons so present whose name stands first in the register in respect of such share or in the case of executors or administrators entitled to vote under Article 68 but who have not been registered as holders of the shares that one of them whose name appears first in the grant of probate or letters of administration shall alone be entitled to vote in respect thereof.
71. Several executors or administrators of a deceased member in whose name any share stands shall for the purpose of Article 70 be deemed joint holders thereof.
72. No member shall be entitled to vote on a poll either personally or by proxy or duly authorised representative in respect of any shares upon which calls due and payable remains unpaid and no member shall be entitled to vote on a show of hands or by duly authorised representative if calls due and payable are unpaid on all the shares held by him and for the purpose of this

Article any amounts due and owing to the Company by virtue of any lease agreement or as a member's contribution to outgoings pursuant to Article 4 of these presents shall be deemed to be calls.

- 73, Where a corporation is the registered holder of shares it may appoint as its representative any person authorised in pursuance of Section 96 of the Act (herein referred to as the duly authorised representative) and such person shall during the continuance of his appointment be entitled to exercise the same powers on behalf of the corporation as that corporation could exercise if it were an individual shareholder of the Company.
74. The instrument appointing a proxy and the power of attorney (if any) under which it is signed shall be deposited at the office not less than twenty-four hours before the time of holding the meeting or adjourned meeting as the case may be at which the person named in such instrument proposes to vote.

DIRECTORS

75. (a) Unless otherwise determined by the Company in general meeting the number of Directors shall be not less than two nor more than six. 2-6
- (b) The first Directors of the Company shall be appointed by D.W. Noble Pty. Limited and C.P. Investments Pty. Limited by Notice in writing to the Company. All Directors so appointed shall hold office until and shall retire at the first General Meeting (whether an Ordinary General Meeting or an Extraordinary General Meeting) of shareholders held next after the issue by the Council of the Municipality of Woollahra of a Certificate of Completion in respect of the Building. At such General Meeting and thereafter D.W. Noble Pty. Limited and C.P. Investments Pty. Limited jointly for so long as they shall hold between them any group/s of shares in the Capital of the Company shall be entitled by Notice in writing to the Company from time to time to appoint Director/s of the Company (hereafter referred to as appointee Director/s) in numbers varying with the number of groups of shares in the Capital of the Company held between them from time to time as follows:-

If they hold more than 19 groups - six Directors.

If they hold more than 15 groups but less than 20 groups - five Directors.

If they hold more than 11 groups but less than 16 groups - four Directors.

If they hold more than 7 groups but less than 12 groups - three Directors.

If they hold more than 3 groups but less than 8 groups - two Directors.

If they hold 1, 2 or 3 groups - one Director.

Any notice appointing Appointee Directors as aforesaid shall specify the order in which the Appointee Directors shall cease to be Directors in the event of the number of Appointee Directors from time to time exceeding the number of Appointee Directors which D.W. Noble Pty. Limited and C.P. Investments Pty. Limited are entitled to appoint hereunder and whenever and so often as such event occurs then the excess number in the order specified in the Notice of Appointment shall ipso facto cease to hold office as Directors.

- (c) D.W. Noble Pty. Limited and C.P. Investments Pty. Limited shall be entitled from time to time to remove any Appointee Director and appoint another in his place and stead.
 - (d) The provisions in these Articles relating to retirement of Directors by rotation and share qualifications for Directors shall not apply to Appointee Directors.
76. (a) For so long as D.W. Noble Pty. Limited and C.P. Investments Pty. Limited are entitled to appoint Directors pursuant to Article 75 hereof the chairman of the Company shall be one of the Directors appointed by C.P. Investments Pty. Limited and that company will from time to time designate the Director who it desires to be chairman of the Company and in such a case such a Director shall be chairman of Directors and of all general meetings of the Company and shall at all

times have a second or casting vote.

- (b) In the event of D.W. Noble Pty. Limited and C.P. Investments Pty. Limited not being entitled to appoint all of the Directors and, notwithstanding Article 65 while any Appointee Director holds office neither D.W. Noble Pty. Limited nor C.P. Investments Pty. Limited shall have a vote at General or other Meetings of shareholders in respect of the election of Directors.

DIRECTORS' QUALIFICATIONS

77. Except for the Directors appointed pursuant to Article 75 the qualification of a Director shall be the holding of one of the groups of shares in the Company PROVIDED THAT a person shall be qualified to be a Director if he is nominated by any company which owns one of the groups of shares in the Company AND PROVIDED that any such nomination shall be in writing under the seal of such company and lodged with the Secretary of the Company.

78. The Directors of the Company shall not be entitled to any remuneration.

POWERS AND DUTIES OF DIRECTORS

79. The business of the Company shall be managed by the Directors who in addition to the powers and authorities by these presents or otherwise expressly conferred on them may exercise all such powers and authorities of the Company and do all such acts and things as are not by the Company or by these Articles required to be exercised or done by the Company in general meeting subject nevertheless to the provisions of the Act and of these Articles and of any regulation prescribed by the Company in general meeting and not inconsistent with the said Act or Articles PROVIDED HOWEVER that no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

80. Without prejudice to the general powers conferred by the preceding clause and the other powers conferred by these presents -
- (a) The Directors are authorised and empowered at all times and

from time to time in their absolute discretion to appoint such person or persons as they may think fit and to delegate to such person or persons power for and on behalf of the Company to draw sign and make accept or endorse bills of exchange cheques drafts promissory notes and other instruments and documents of any nature whatsoever.

- (b) The Directors may from time to time appoint one or more of their number to the office of managing Director for such term as they may think fit and a Director while so appointed shall not whilst holding that office be subject to retirement by rotation or taken into account in determining the rotation or retirement of Directors but his appointment shall be subject to determination ipso facto if he ceases from any cause to be a Director or if the Company in general meeting resolve that his tenure of the office of managing Director or Manager be determined.

81. The Directors shall cause minutes to be made in books provided for the purpose:-

- (a) of all appointments of officers made by the Directors;
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- (c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.

ALTERNATE DIRECTORS

82. Any Director may from time to time appoint any person approved for the purpose by a majority of the other Directors to act as his alternate Director during his absence from the place where the meetings are held or inability for any other reason to act as such Director and on such appointment being made the alternate Director shall (except as regards remuneration and as to the holding of a certain qualification in shares) be subject in all respects to the terms and conditions existing with reference to the Director appointing him and each alternate Director while so acting shall exercise and discharge all the powers and duties of the Director he represents. Any appointment as aforesaid may at any time be revoked by the appointor and if for any reason the appointor shall cease to be a Director then the person appointed

by him shall thereupon cease to have any power or authority as alternate Director. Any appointment or revocation under this Article shall be effected by notice in writing given to the Company.

THE SEAL

83. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of two Directors and of the Secretary or such other person as the Directors may appoint for the purpose; and those Directors and the Secretary or other person as aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence. Provided however that the Seal of the Company may be affixed to any Agreement in respect of the purchase of shares in the Company or form of transfer of the same or to share certificates or Leases of the Home Units or to any other documents relating to the sale of the Home Units or Garage spaces upon the authority of a resolution of a Committee of Directors consisting of two Directors appointed by the Directors and in the presence of such two Directors and of the Secretary or such other person as the Committee of Directors may appoint for the purpose.

DISQUALIFICATION OF DIRECTORS

84. The office of Director shall be vacated if the Director:-
- (a) ceases to be a Director by virtue of Section 122 of the Act; or
 - (b) becomes bankrupt; or
 - (c) becomes prohibited from being a Director by reason of any order made under Section 255 or Section 307 of the Act; or
 - (d) becomes an insane patient or an insane or incapable person within the meaning of the Lunacy Act of 1898; or
 - (e) resigns his office by notice in writing to the Company; or
 - (f) is removed; or

- (g) if the term for which his appointment is effective expires;
or
- (h) if he ceases to hold his share qualification.

85. Any Director and any company or firm of which a Director is a member Director or partner may enter into contracts with the Company and any Director may vote as Director or shareholder in respect of any such contract and retain for his own use profits made by him under any such contract and shall not be under any disability in relation to such contract PROVIDED ALWAYS that he shall have previously disclosed the nature of his interest in the manner required by Section 129 of the Act in particular and without limiting the generality of the foregoing a Director may vote in respect of any of the following matters:-

- (a) any lease referred to in or question arising under Article 4;
- (b) any matter relating to the internal management of the building;
- (c) any contract by the Company to give to the Directors or any of them any security by way of indemnity;
- (d) any contract or arrangement including any transaction involving a guarantee or indemnity between the Company and any other company;

In this Article "Director" includes alternate Director.

ELECTION OF DIRECTORS

86. For the purposes of election of Directors as hereinafter provided the shareholders shall be divided into the following Divisions:

Division 1 shall consist of the holders of the shares appurtenant to the units on the ground floor of the building.

Division 2 shall consist of the holders of the shares appurtenant to the units on the first floor of the building.

Division 3 shall consist of the holders of the shares appurtenant to the units on the second floor of the building.

Division 4 shall consist of the holders of the shares appurtenant to the units on the third floor of the building.

Division 5 shall consist of the holders of the shares appurtenant to the units on the fourth floor of the building.

Division 6 shall consist of the holder of the shares appurtenant to the Penthouse.

87. (a) While and so long as there shall be appointee Directors the shareholders other than the original allottees in the said Divisions shall have the right as hereinafter set forth to elect such number of persons as Directors as shall bring the total number of Directors to six. The Division consisting of shareholders other than the original allottees holding between them the greatest number of shares shall have the first prior right to elect one Director; the Division consisting of shareholders other than the original allottees holding between them the next greatest number of shares shall have the second prior right; and so on as may from time to time be necessary to make the total number of persons on the Board of Directors six.
- (b) All the Directors elected pursuant to this Article shall retire upon each further retirement of an appointee Director but shall hold office until their successors are elected and a further election as herein provided and in accordance with the rights conferred in the preceding paragraph shall from time to time take place.
- (c) Upon the retirement of an appointee Director the Company shall give notice in writing to all the members at that date entitled to elect a Director pursuant to this Article and the members so entitled shall elect a Director by a notice from such of them as holds a majority of the relevant shares and signed by them and given to the Company within 14 days of such first notice.
- (d) If the shareholders other than the original allottees in each of two or more Divisions between them hold an equal number of shares the priority between such Divisions for the purposes of this Article shall be determined by lot.

88. Upon the retirement of all the appointee Directors a general meeting of the Company shall be called and the Directors elected pursuant to Article 87 shall retire thereat and the shareholders in each of the said Divisions shall elect one Director to the Board of Directors of the Company but the retiring Directors shall hold office until their successors are elected. Such election shall be by notice in writing signed by the shareholders holding the majority of shares in each Division and addressed to the Company and tabled at the meeting or if there is no such notice tabled then by such of the members of each Division as are present at the said meeting.
89. (a) Shareholders holding the majority of shares in each of the said Divisions may by notice in writing to the Company signed by the said shareholders remove the Director elected by such Division and may by the same or a subsequent notice appoint another Director in his stead: Provided further that this paragraph of this Article shall not apply while and so long as there shall be appointee Directors.
- (b) In the case of an equality of votes in the election or removal of a Director such election shall be determined by lot.
90. If for any reason a vacancy on the Board of Directors is not filled or any casual vacancy occurs the remaining Directors may choose a member to act as Director but such Director shall only hold office until the member entitled to fill the office do so whereupon he shall retire.

PROCEEDINGS OF DIRECTORS

91. The Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit.
92. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman shall have a second or casting vote.
93. A Director may and the Secretary on the requisition of a Director shall at any time summon a meeting of the Directors.

94. The quorum necessary for the transaction of the business of the Directors shall be two. X 2
95. The continuing Directors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company but for no other purpose.
96. Subject to Article 76 the Directors may elect a chairman of their meetings and determine the period for which he is to hold office and on equality of votes shall be decided by lot. If no such chairman is elected or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same the Directors present may similarly choose one of their number to be chairman of the meeting.
97. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted and every such resolution shall be as soon as it is practicable entered in the minutes of the Directors' meetings.
98. All acts done by any meeting of the Directors or by any person acting as a Director shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a Director.

DIVIDENDS AND RESERVE

99. The Company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Directors. Any such meeting may direct payment of such dividend wholly or in part by the distribution of specific assets and in particular by paid or partly paid up shares debentures or debenture stock of the Company or of any other company or in any one or more of such ways and the Directors shall give effect to such resolutions. And where difficulty arises in regard to the distribution they

may settle the same as they think expedient and in particular may issue fractional certificates and may fix the value for the distribution of such specific assets or any part thereof and may determine that cash payments shall be made to or by any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees upon such trusts for the person entitled to the dividends as may seem expedient to the Directors.

100. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company.
101. No dividend shall be paid otherwise than out of profits.
102. Subject to the rights of persons if any entitled to shares with special rights as to dividends all dividends shall be declared and paid according to the amounts paid on the shares but if and so long as nothing is paid up on any of the shares in the Company dividends may be declared and paid according to the amounts of the shares. No amount paid on a share in advance of calls shall while carrying interest be treated for the purposes of this Article as paid on the share.
103. The Directors may before recommending any dividend set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall at the discretion of the Directors be applicable for meeting contingencies or for equalising dividends or for any other purpose to which the profits of the Company may be properly applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit.
104. Any general meeting may resolve that any part of the undivided profits of the Company standing to the credit of a reserve or in the hands of the Company and available for dividend (or representing premiums received on the issue of shares and standing to the credit of the share premium account) be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend

and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied in paying up in full either at par or at such premium as the resolution may provide any unissued shares or debentures or debenture stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares or debentures or debenture stock and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised fund.

105. Any general meeting may resolve that any surplus moneys arising from the realisation of any capital assets of the Company or any investments representing the same or any other undistributed profits of the Company be distributed among such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they receive the same as capital.
106. If several persons are registered as joint holders of any share any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share.
107. Any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto or in the case of joint holders to any one of such joint holders at his registered address or to such person and such address as the member or person entitled or such joint holders as the case may be may direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to the order of such other person as the member or person entitled or such joint holders as the case may be may direct.
108. No dividend shall bear interest against the Company.

ACCOUNTS

109. The Directors shall cause proper accounts to be kept with respect to:-
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place;

- (b) all sales and purchases of goods by the Company; and
- (c) the assets and liabilities of the Company.

110. The accounts shall be kept at the registered office of the Company or at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors.

111. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meetings.

112. The Directors shall from time to time in accordance with Section 103 of the Act cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts balance-sheets and reports as are referred to in that section.

AUDIT

113. Auditors shall be appointed and their duties regulated in accordance with Sections 113, 114 and 115 of the Act.

WINDING UP

114. (1) If the Company shall be wound up whether voluntarily or otherwise the liquidators may with the sanction of an extraordinary resolution divide among the contributories in specie or kind any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them as the liquidators with the like sanction shall think fit.
- (2) If thought expedient any such division may be otherwise than in accordance with the legal rights of the contributories and in particular any class may be given preferential or special rights or may be excluded altogether or in part

but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a special resolution passed pursuant to Section 269 of the Companies Act.

- (3) In case any shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said shares may within ten days after the passing of the extraordinary resolution by notice in writing direct the liquidators to sell his proportion and pay him the net proceeds and the liquidators shall if practicable act accordingly.

Provided always that this Article shall be subject to and without prejudice to the rights of the holders of shares issued upon special terms and conditions.

115. No fee or commission shall be paid by the Company to any Director or liquidator upon any sale or realisation of the Company's undertaking or assets or any part thereof except with the sanction of a general meeting convened by notice specifying the fee or commission proposed to be paid.

INDEMNITY

116. Every director manager or officer of the Company or any person (whether an officer of the Company or not) employed by the Company as auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such director manager officer or auditor in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 361 of the Companies Act in which relief is granted to him by the Court.

NOTICES

117. A notice may be given by the Company to any member either personally or by sending it by post to him to his registered address or (if he has no registered address within the State) to the address if any within the State supplied by him to the Company

for the giving of notices to him or to the flat or one of the flats represented by the group or groups of shares held by him. 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 at the expiration of twenty-four hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

118. If a member has no registered address within the State and has not supplied to the Company an address within the State for the giving of notices to him a notice addressed to him and advertised in a newspaper circulating in the neighbourhood of the registered office of the Company shall be deemed to be duly given to him at noon on the day on which the advertisement appears.
119. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder named first in the register of members in respect of the share.
120. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives of the deceased or trustee of the bankrupt or by any like description at the address if any within the State supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
121. Notice of every general meeting shall be given in some manner hereinbefore authorised to:-
- (a) Every member except those members who (having no registered address within the State) have not supplied to the Company an address within the State for the giving of notices to them; and also to
 - (b) every person entitled to a share in consequence of the

death or bankruptcy of a member who but for his death or bankruptcy would be entitled to receive notice of the meeting.

No other person shall be entitled to receive notice of general meetings.

The First Schedule

New South Wales

MEMORANDUM OF LEASE

Real Property Act, 1900

WHEREAS hereinafter named as lessee is the holder of a certain block of shares in the capital of HARBOURVIEW MANSIONS PTY. LIMITED the holding of which entitles by virtue of the Articles of Association of the said Company to a lease of one of the Home Units specified in the said Articles as available for the holder of such a block of shares being one of the Home Units in the building known as HARBOURVIEW MANSIONS AND WHEREAS the said has agreed with the Company to take a lease of Home Unit Number situated on the floor of the said building and of Garage Space for one motor vehicle situate and known as Gr in the basement of the said building for the term and upon and subject to the covenants conditions and provisions hereinafter contained and implied NOW THE SAID HARBOURVIEW MANSIONS PTY. LIMITED a Company duly incorporated under the Companies Act in force in New South Wales (hereinafter called the Company) being the registered proprietor of an estate in fee simple in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon DOTH HEREBY LEASE unto (hereinafter called the Lessee) ALL THAT the several rooms passages and offices known as Home Unit (hereinafter called the Home Unit) situated on the floor of the building known as HARBOURVIEW MANSIONS

(hereinafter called the building) erected upon ALL THAT piece of land situate at Point Piper in the Municipality of Woollahra Parish of Alexandria County of Cumberland being the whole of the land in Certificate of Title Volume 7281 Folio 59 together with the whole of the land in Conveyance Registered No. 885 Book 2388 TOGETHER WITH the right to use in common with the other tenants of the said building and their invitees the grounds entrances hall elevators common roof stairs and corridors in the building and the exterior laundries EXCEPTING AND RESERVING to the Company and its other tenants the free and uninterrupted passage of gas water and electricity through and along the pipes and wires which now are or may at any time hereafter be in or passing through the Home Unit with power to the Company its servants contractors workmen and agents at all times in case of emergency otherwise at all reasonable times of the day to enter into the Home Unit for the purpose of inspecting repairing replacing altering in any way dealing with the said pipes and wires and the passage of gas water or electricity through or along the same and the meters hereinafter mentioned and also of painting and repairing the outside wood and iron work and the exterior walls and roof of the building TO BE HELD by the lessee as tenant pursuant to Article 4 (b) of the Articles of Association of the said Company from the day of 195 for a term of 99 years thence ensuing but if and only so long as the lessee continues to hold shares in the Company numbered as referred to in Article 4 (a) of the Articles of Association of the said Company at a yearly rental to be fixed by the Board of the said Company from time to time in accordance with the provisions of Article 4(e) of the said Articles of Association and for the purpose therein provided for SUBJECT to the following covenants conditions and restrictions viz:-

1. The covenants and powers implied in every Memorandum of Lease by virtue of the Conveyancing Act 1919-1953 Sections 84 and 85 and the Real Property Act 1900 Section 81 are hereby expressly negatived.

2. The Lessee covenants with the Company as follows:-

(a) That he will pay to the Company the rent payable hereunder in the manner and at the times hereinbefore provided without any deduction whatsoever other than any deduction which the Lessee is by any Act of Parliament entitled to make PROVIDED THAT if the rental paid

in any one financial year is in excess of the Lessee's proportion of the total amount payable for the purposes referred to in Article 4 (e) of the said Articles of Association such excess shall be rebatable to the Lessee and shall be credited to the Lessee in the books of the Company and be repaid to the Lessee at the annual meeting of the Company held in each year during the said term AND PROVIDED FURTHER that in case the building or any part thereof shall at any time during the continuance of this lease be destroyed or damaged by fire flood lightning storm or tempest so as to render the demised premises or any part thereof unfit for the occupation and use of the Lessee then and so often as the same shall happen a proportionate part of the rent hereby reserved applicable only to the cost of cleaning maintaining and repairing the said building and according to the nature and extent of the damage sustained shall abate and all or any remedies for recovery of the same shall be suspended until the demised premises have been rendered fit for the occupation and use of the Lessee and in case of any dispute arising under this provision for abatement the same shall be referred to arbitration under the provisions of the Arbitration Act 1902.

- (b) That he will at all times during the continuance of this lease keep and at the termination thereof yield up the demised premises in a clean condition and in good and tenantable repair having regard to their condition at the commencement of this lease reasonable wear and tear damage by fire flood lightning storm tempest and war damage only excepted.
- (c) That he will pay as and when the same shall be payable all gas electricity and telephone charges and meter rents which from time to time shall become payable in respect of the demised premises.
- (d) That he will well and sufficiently repair any break-ages or damage caused to any part of the building by reason of any mishap or negligence on the part of the Tenant or any sub-lessee servant agent contractor tradesman or visitor of his.

- (e) That he will not at any time during the continuance of this lease -
- (i) make or permit to be made any alteration or addition of a structural nature in or to the demised premises or the electric light gas water or other fittings without the written consent of the Company;
 - (ii) use or occupy the demised premises or any part thereof or suffer the same to be used or occupied as a shop or other place for carrying on any trade business or profession or otherwise than as a private home;
 - (iii) use or permit to be used in the Home Unit or elsewhere in the building any means of heating or lighting other than electricity or gas except when either electricity or gas is unavailable PROVIDED THAT nothing in this clause shall prevent the use by the lessee of kerosene room heaters;
 - (iv) sub-lease or part with the possession of the said Home Unit without the approval of the Company PROVIDED ALWAYS that such approval shall not be unreasonably withheld by the said Company;
 - (v) assign the benefit of this lease without the approval of the said Company PROVIDED ALWAYS that no such assignment shall be made except to a person who has become the registered owner of the said group of shares in the said Company as is at the date hereof owned by the lessee.
- (f) That the Company by its agents may whenever and so often as it sees fit and without any previous notice to the lessee enter upon the demised premises at all reasonable times of the day and view the state of repair and cleanliness thereof and may serve upon the lessee his executors administrators or assigns or leave at his or their last or usual place of abode in New South Wales or upon the demised premises a notice in writing of any defect requiring him or them within a reasonable time to be specified in the notice of

repair or cleanse the same in accordance with any covenant expressed or implied in this lease and that in default of compliance with the said notice it shall be lawful for the Company from time to time by its agents contractors and workmen to enter and execute the required repairs or cleansing.

- (g) That the Company by its agents may at any reasonable time during the continuance of this lease with workmen and others and all necessary materials and appliances enter upon the demised premises for the purpose of complying with the terms of any present or future legislation affecting the demised premises or the building or of any notice served upon the Company or the lessee or occupier of the demised premises by any competent authority involving the carrying out of any repairs alterations or works which the lessee may not be bound or if bound may neglect to do and also for the purpose of effecting any repair or alterations which the Company shall deem expedient whether affecting the demised premises or any other part of the building and also for the purpose of exercising the powers and authorities of the Company under this lease or any lease relating to any other part of the building provided that such repairs alterations and works shall be carried out without undue interference with the occupation and use of the demised premises by the lessee.
- (h) That in case the yearly rental or any part thereof is in arrears for the space of four weeks after the lessee has been notified by notice in writing by the said Company of the amount thereof or in case default is made in the fulfilment of any covenant condition or stipulation expressed or implied in this lease and on the part of the lessee to be performed or observed and such default is continued for the space of four weeks or in case the repairs or cleansing required by any such notice as aforesaid are or is not completed within the time therein specified or in case the said term or the interest of the lessee therein or in the demised premises shall be attached or taken in execution or upon any legal process then and in any such case the Company may re-enter upon the demised premises or any part thereof in the name of

the whole and thereby determine the estate of the lessee his executors administrators or assigns therein but without releasing him or them from liability in respect of the breach or non-observance of any such covenant condition or stipulation.

- (i) That the Company shall not be liable to the lessee for any damage to or loss of any property of the lessee however occasioned and the lessee shall save harmless and indemnify the Company from and against any liability to any of the lessee's sub-tenants servants visitors or tradesmen for or in respect of any damage or loss of any property.
- (j) That the lessee shall make good any damage resulting from misuse of any gas electricity water or sewerage installation in the Home Unit or occurring in the course of moving any furniture or other article into or out of the Home Unit.

3. IT IS HEREBY DECLARED AND AGREED that the Company may from time to time make such regulations as it may consider to be needful or proper for the safety or care of the building or any part thereof or for the preservation of good order therein or the cleanliness amenities or good repute thereof or for securing to tenants of Home Units in the building the reasonable enjoyment of their respective Home Units and of such rights as they may be entitled to exercise with respect to any part of the building. Any such regulations may be amended added to or revoked by the Company from time to time.

4. THE LESSEE FURTHER COVENANTS WITH THE COMPANY as follows:-

- (a) That the lessee and all sub-lessees of the demised premises will at all times during the continuance of this lease and in all respects observe and obey all such Rules and Regulations as aforesaid made by the Company and in force for the time being.
- (b) That in the event of any breach or non-compliance by the lessee or any sub-lessee of the demised premises of any provision of the Rules and Regulations in force for the time being as aforesaid the Company may serve

upon the lessee or leave at the Home Unit a notice in writing specifying such breach or non-compliance and requiring that the said Regulations shall thereafter be observed and in the event of such breach or non-observance being repeated or continued by the lessee or any such sub-lessee as aforesaid the Company (in addition to any other remedy to which it may be entitled) may disconnect and keep disconnected for such period as it sees fit the supply of gas and/or electricity and/or hot water to the demised premises and may for such period as it sees fit withhold any other service usually supplied by the Company to the lessee.

5. IT IS HEREBY AGREED AND DECLARED that the lessee may upon the determination of the said term remove all fittings erected by him with the consent in writing of the Company and shall indemnify the Company against all damage or injury caused by such removal.
6. The Company covenants with the lessee as follows:-
 - (a) To pay all rates taxes and assessments which at any time during the continuance of this lease may be charged upon the building or upon the Company on account thereof.
 - (b) That it will at all times during the continuance of this lease insure and keep insured the building and fixtures used in connection therewith of an insurable nature which may be thereupon or affixed thereto against loss or damage by fire lightning flood storm tempest explosion riot and commotion or other cause against which the Company can ordinarily insure in a sum equal to the full replaceable value thereof and will cause all moncoys received by virtue of any such insurance to be forthwith laid out in rebuilding and reinstating the building as and when the same may be required.
 - (c) That it will at all times during the continuance of this lease keep the corridors grounds and all portions of the said building other than the interior of the individual Home Units in a clean condition and in good

repair having regard to their condition at the commencement of this lease reasonable wear and tear damage by fire flood lightning storm tempest and war damage only excepted.

- (d) That the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on its part contained shall and may peaceably hold and enjoy the Home Unit for the term hereby granted without any interruption or disturbance from the Company or any other person or persons claiming by from or under it.

7. IT IS HEREBY AGREED AND DECLARED that all covenants and agreements by the lessee herein contained shall be taken and construed to be made where there is only one lessee by and for the lessee his or her executors administrators and assigns and where there are more than one lessee by and for each of the lessees his or her executors administrators and assigns jointly and severally and in either case with the Company its successors and assigns and that in the interpretation of this lease and of the said Regulations the following terms shall bear the meanings set opposite them respectively except to the extent that such interpretation shall be excluded by or be repugnant to the context:-

"Company" - HARBOURVIEW MANSIONS PTY. LIMITED its successors and assigns and/or other the owner or owners for the time being of the inheritance in reversion of the building and the land upon which the same is erected and in the said regulations it shall also include the duly authorised agent of the Company.

"Lessee" - where there is only one lessee the lessee and his or her executors administrators assigns and approved sub-tenant and where there are more than one lessee the lessees and each of them their and each of their executors administrators and assigns and approved sub-tenant.

I, _____ the withinnamed Lessee,
DO HEREBY ACCEPT this lease as tenant, subject to the conditions restrictions and covenants above set forth.

MEMORANDUM OF ENCUMBRANCES &c. REFERRED TO:

Reservations of all mines of gold and of silver.

DATED at Sydney this day of 19 .

THE COMMON SEAL OF HARBOURVIEW
MANSIONS PTY. LIMITED was here-
unto affixed by the authority
of the Board of Directors
previously given and in the
presence of:

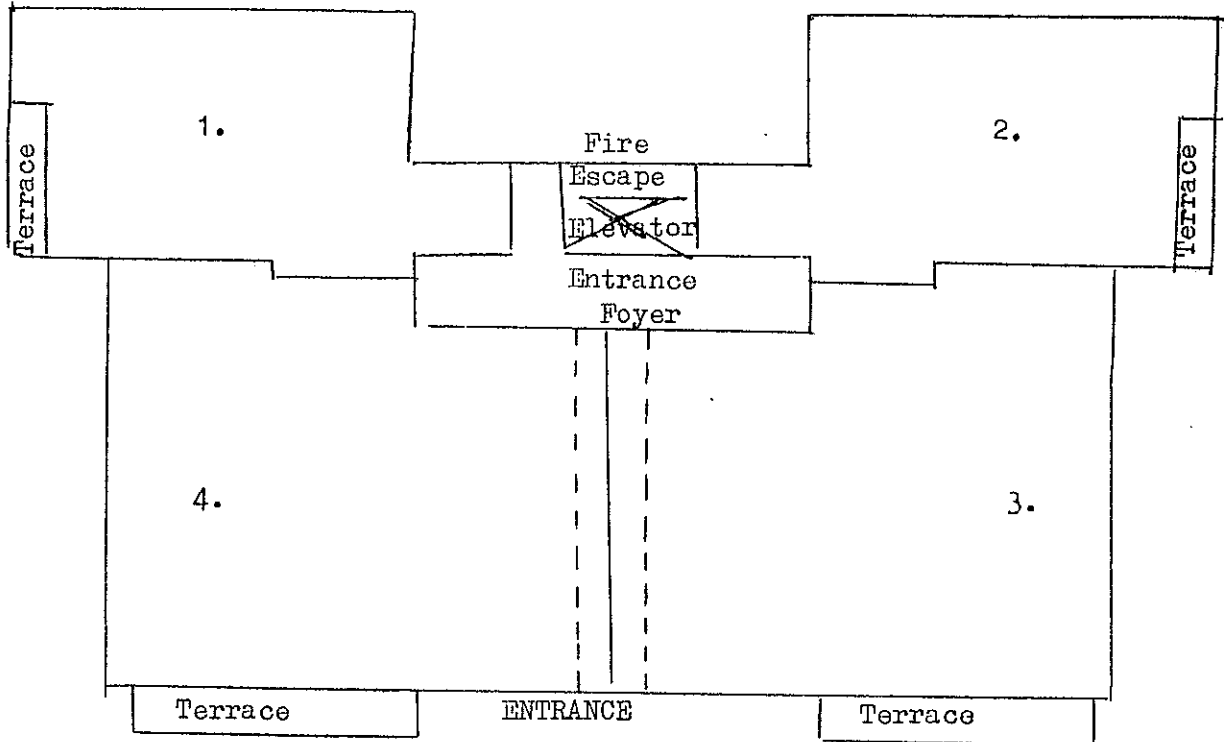
I the within-named Lessee do hereby
accept this lease as tenant subject to the conditions,
restrictions and covenants above set forth, and certify it to
be correct for the purposes of the Real Property Act, 1900.

SIGNED SEALED AND DELIVERED by the said

in the presence of:

THE SECOND SCHEDULE

Typical Floor Plan



The Home Units in the building are numbered as set forth in paragraph (a) of Article 4 and are located as follows:-

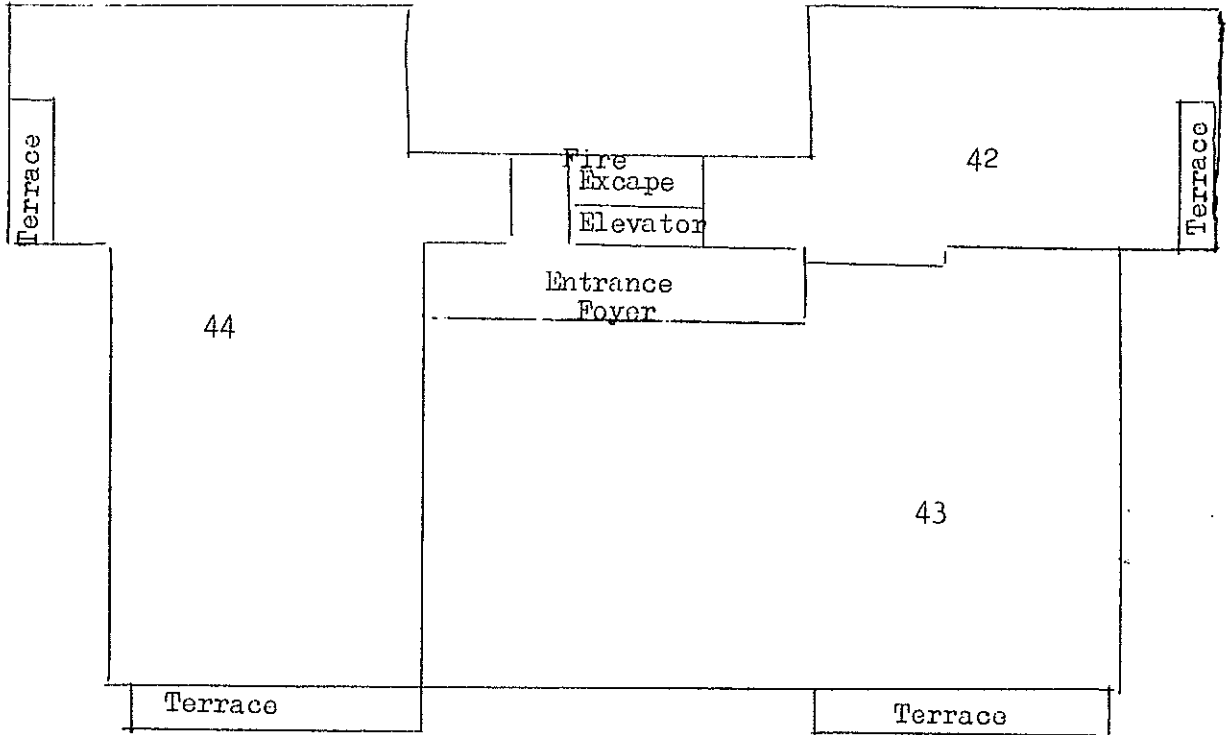
The first numeral in the Home Unit number indicates the floor in the building on which the Home Unit is located.

The second numeral in the Home Unit number indicates the location on the floor of the building of the Home Unit as shown above, thus Home Unit No. 11 is situated on the ground floor in location No. 1 above; Home Unit No. 22 is situated on the first floor in location No. 2 above and so on.

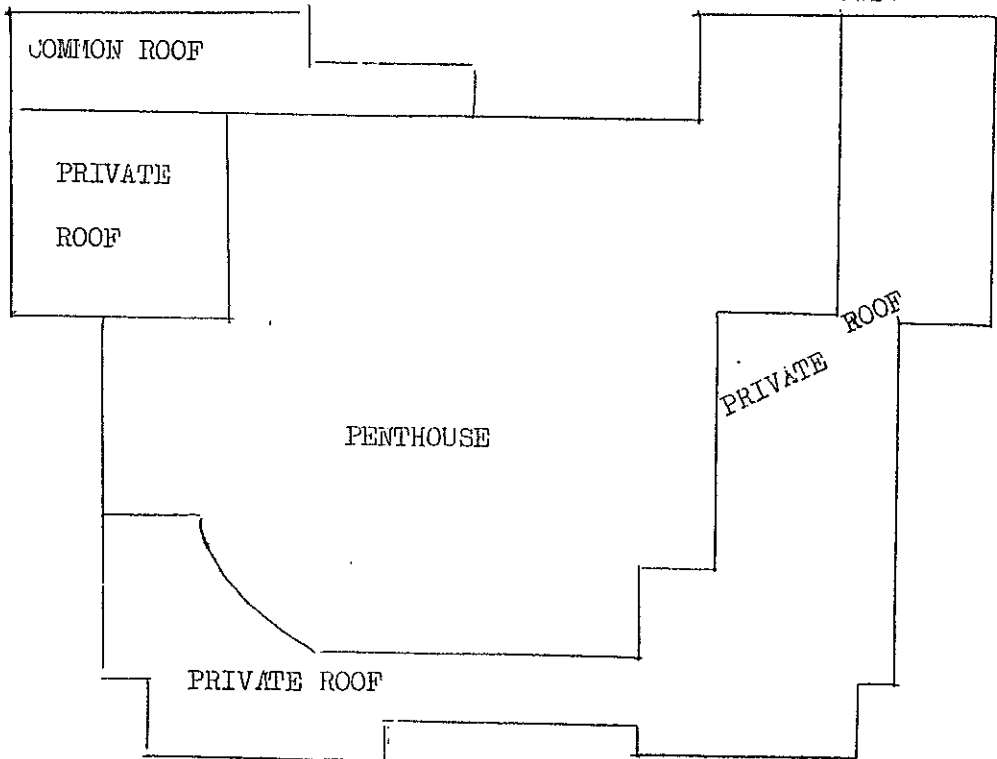
The entrance to the block on the ground floor is shown by a dotted line. The Units numbered 3 and 4 on the ground floor do not have terraces in front.

THE SECOND SCHEDULE (continued)

The position of Units Nos.42,43 and 44 differs somewhat from the position of the other Units and is set out in the following Plan:



The position of the Penthouse is above the 4th floor and as follows:





Capital £187,500
 Reserve £15 - -
 Surplus £22 - -
 £100,000 £100 - -
 187,500 £111 - -
 A/c of £2 - -
 163 -
 17/22/10/58



The Companies Act, 1936
 A Company Limited by Shares

MEMORANDUM OF ASSOCIATION

of

HARBOURVIEW MANSIONS PTY. LIMITED

1. The name of the Company is "HARBOURVIEW MANSIONS PTY. LIMITED".
2. The registered office of the Company will be situated at Sydney in the State of New South Wales or such other place in the said State as the directors may from time to time determine.
3. The objects for which the Company is established are:-
 - (1) To purchase from D. W. Noble Pty. Limited all that piece or parcel of land in the Municipality of Woollahra Parish of Alexandria and County of Cumberland having a frontage of approximately 68 feet to Wentworth Street Point Piper being lots XA and XB and being the whole of the land in Certificate of Title Volume 7281 Folio 59 together with the whole of the land in Conveyance Registered No. 885 Book 2388 together with all improvements thereon.
 - (2) To cause to be erected upon the lands referred to in the preceding paragraph a building of residential home units with parking and other such facilities as the Company may determine and to enter into contracts and arrangements for the construction erection or completion of the same.

1.

- (3) To manage conduct and regulate buildings at any time owned by the Company as first class residential units for the use and occupation of the members of the Company or other persons from time to time approved by the board of directors on and subject to such terms and conditions as may be provided by or arise from the Articles of Association of the Company or as are required by the said board and to provide all facilities amenities and appurtenances necessary therefor.
- (4) To purchase lease or otherwise acquire any lands buildings premises rights or easements necessary or convenient for any of the purposes of the Company.
- (5) To subscribe for conditionally or unconditionally to underwrite issue on commission or otherwise take hold deal in and convert stocks shares and securities of all kinds and to enter into partnership or into any arrangement for sharing profits union of interest reciprocal concession or co-operation with any person partnership or company and to promote and aid in promoting constitute form or organise companies syndicates or partnerships of all kinds for the purpose of acquiring and undertaking any property and liabilities of this Company or of advancing directly or indirectly the objects thereof or for any other purpose which this Company may think expedient.
- (6) To develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes constructing altering pulling down decorating maintaining fitting up and improving buildings and by planting paving draining cultivating and letting on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders and others.
- (7) To carry on all or any of the businesses of proprietors or keepers of restaurants tea and coffee shops cafes milk bars cabarets dance halls refreshment rooms hotels taverns and of suppliers of provisions both solid and liquid and of refreshment caterers and contractors in all its respective branches so far as the same are convenient and necessary in association with the business of managing and conducting buildings pursuant to the powers conferred by the terms of paragraph (3) of this clause.

- (8) To carry on any other trade or business of a similar nature to any trade or business of any description which may seem to the Company capable of being conveniently carried on in connection with any of the Company's objects or subsidiary thereto or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- (9) To acquire and undertake the whole or any part of the business property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purpose of this Company.
- (10) To purchase or otherwise acquire establish hire erect maintain reconstruct and adapt any lands houses flats buildings plant machinery and other appliances and things found necessary or convenient for any of the purposes of the Company.
- (11) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares debentures or securities of any other company having objects altogether or in part similar to those of this Company.
- (12) To sell improve manage develop exchange lease mortgage enfranchise dispose of turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (13) To accept stock or shares in or the debentures mortgage debentures or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company.
- (14) To borrow or raise or secure the payment of money or the performance of any of its obligations in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock perpetual or otherwise charged upon all or any of the Company's property (both present and future) including its uncalled capital and to purchase redeem or pay off any such securities.
- (15) To let on lease or on hire and either for rent or on

royalties tribute share of profits or other consideration the whole or any part of the real and personal property of the Company on such terms and for such periods as the Company shall determine.

- (16) To insure against damage of any kind any insurable property of the Company and to insure any servant of the Company against risk accident or fidelity in the course of their employment by the Company and to effect insurances for the purpose of indemnifying the Company in respect of claims by reason of any risk accident or fidelity and to pay premiums on such insurances.
- (17) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
- (18) To draw make accept endorse discount execute and issue promissory notes bills of exchange bills of lading warrants debentures and other negotiable or transferable instruments.
- (19) To receive money on deposit with or without allowance of interest thereon.
- (20) To join or become a member of any association company or society formed or to be formed for the production or advancement of the interest of employers or capitalists or others engaged in any trade or business and to subscribe to or subsidise any such association company or society.
- (21) To enter into any arrangements with any government or authority supreme municipal local or otherwise that may seem conducive to the Company's objects or any of them and to obtain from any such government or authority any rights privileges or concessions which the Company may think it advisable to obtain and to carry out exercise and comply with any such arrangements rights privileges or concessions.
- (22) To promote and form other companies associations and societies of any nature for all or any of the objects mentioned in this Memorandum or for any objects similar thereto or allied therewith and to transfer to any such

company all or any of the property of this Company and to take or otherwise acquire and hold shares stock debentures or other securities of any such company and to subsidise or otherwise assist the same.

- (23) To pay either wholly or partly in cash debentures shares or otherwise as may be deemed expedient for any business or property acquired by the Company or services rendered or to be rendered.
- (24) To distribute any of the property of the Company in specie among the members.
- (25) To issue or guarantee the issue of or the payment of interest on the shares debentures debenture stock or other securities or obligations of any company or association or body and to pay or provide for brokerage commission or underwriting in respect of any such issue.
- (26) To advance and lend money either without security or upon such security as may be thought proper.
- (27) To establish agencies or local boards and to regulate and discontinue the same and to procure the Company to be registered or recognised in any foreign place.
- (28) To establish and support or aid in the establishment and support of associations institutions funds trusts and conveniences calculated to benefit employees or ex-employees of the Company (or its predecessors in business) or the dependants or connections of such persons and to grant pensions and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful object.
- (29) To do all or any of the above things in any part or parts of the Commonwealth of Australia or in New Zealand or in the United Kingdom of Great Britain and Ireland or elsewhere as principals agents contractors trustees or otherwise and by or through or by means of trustees or the agency of others and either alone or in conjunction with another or others.

- (30) To do all such other acts matters and things as are or may appear to the Company to be incidental or conducive to the attainment of the above objects or any of them or any objects of a like or similar nature.

AND IT IS HEREBY DECLARED that the word "Company" in this clause when not applied to this Company shall be deemed to include any partnership or other body of persons whether corporate or incorporate and whether domiciled in the State of New South Wales or elsewhere and whether existing or hereafter to be formed and the intention is that each object specified in each paragraph of this clause shall unless otherwise therein provided be regarded as an independent object and shall be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company and shall be capable of being pursued as an independent object and either alone or in conjunction with any one or more of the objects specified in the same or in any other paragraph or paragraphs.

4. The liability of the members is limited.
5. The capital of the Company is one hundred and eighty-seven thousand five hundred pounds (£187,500) divided into one hundred and eighty-seven thousand five hundred (187,500) shares of one pound (£1) each with power to increase or reduce such capital and to divide the shares and the capital for the time being whether original or increased into several classes and to attach thereto respectively any preferential deferred qualified or special rights privileges or conditions and with any special or without any right of voting.

HARBOURVIEW MANSIONS PTY. LIMITED

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE is hereby given that an Extraordinary General Meeting of the Members of Harbourview Mansions Pty. Limited will be held at the Presbyterian Manse Hall, 15 Cross Street, Double Bay, Sydney on the fourth of November, 1975, for the purpose of considering and if thought fit passing, the Special Resolution set out below; (immediately after the Annual General Meeting)

SPECIAL RESOLUTION

That the Articles of Association of Harbourview Mansions Pty. Limited be amended by:-

- (1) Adding in Article 4(e) after the word "Company" on the last line the following proviso

"PROVIDED THAT -

- (i) in the case of land tax as from 31st December, 1975 where a rebate is given to the company by the Commissioner for Land Tax, either because a flat is occupied solely for residential purposes by at least one of the persons entitled to the occupancy thereof by reason of the shares held by him or a rebate of tax in respect of such flat is given by the Commissioner for any other reason, such person, persons or company to the extent of such rebate shall be exempt from the inclusion of and for payment of land tax in the calculation of the maintenance levy in respect of such flat.

(ii) all other shareholders whose shareholding for any reason does not entitle the grant of such rebate shall pay to the company an amount for land tax which shall be such proportion of the total land tax assessed against the company as the number of shares held by such person, persons or company bears to the total number of shares in the company which do not qualify for such rebate. A certificate sent by the company's accountant or secretary to each of such shareholders showing the amount to be contributed for land tax as aforesaid shall be conclusive evidence of the proportion thereof so payable and shall be paid to the company by the shareholder within fourteen (14) days after the date of such certificate and if not so paid the company may exercise all such rights as it has under these Articles in respect of the payment of maintenance levies."

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers	No. of Shares Taken by each Subscriber	Witness to Signatures
<p>THE COMMON SEAL OF D.W. NOBLE PTY. LIMITED WAS HEREBY AFFIXED BY AUTHORITY OF THE BOARD IN THE PRESENCE OF</p> <p><i>[Signature]</i> Director <i>[Signature]</i> Secretary</p>	<p>ONE SHARE</p>	<p><i>[Signature]</i> Richard Smith 10 Martin Place Sydney Brisbane - 5-1-14</p>
<p>THE COMMON SEAL OF C.P. INVESTMENTS AND INVESTMENTS PTY. LIMITED WAS HEREBY AFFIXED BY AUTHORITY OF THE BOARD AND IN THE PRESENCE OF</p> <p><i>[Signature]</i> SECRETARY <i>[Signature]</i> DIRECTOR</p>	<p>ONE SHARE</p>	<p><i>[Signature]</i> Richard Smith 10 Martin Place Sydney Brisbane - 5-1-14</p>

DATED this Twentieth day of October, 1958
7.

Share Certificate

HARBOURVIEW MANSIONS PTY LTD

No. 226

A.C.N. 000 250 519

REGISTERED UNDER THE CORPORATIONS LAW

JURISDICTION OF REGISTRATION NSW

REGISTERED OFFICE SUITE 806, 35 SPRING STREET, BOND JUNCTION NSW 2022

CLASS OF SHARES SHARE CAPITAL \$415,000 DIVIDED INTO 207,000 ORDINARY

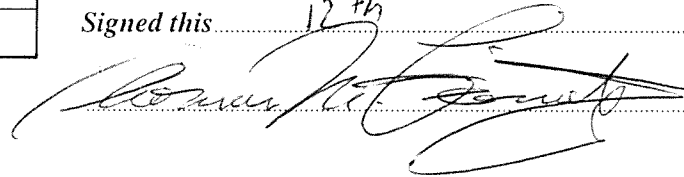
SHARES

REGISTER

No. of Shares	Class	Distinctive Numbers	
		From	To
8650	ORDINARY	138601	147250
500	ORDINARY	185301	186000
9150			

This is to certify that WEIHUA LI
of 17/2A WENTWORTH STREET POINT PIPER NSW
is the Registered Holder of 9150 Class of Shares numbered as shown in
the panel herein in the above-named Company, subject to the Constitution or Replaceable Rules of the Company and
that the sum of NIL per share remains unpaid.

Signed this 12th day of FEBRUARY 2016



Director Inattial Director

Robert Andersen Secretary

Form of Transfer

I in consideration of the sum of paid by me to
of (hereinafter called the "Transferee" do hereby
transfer to the said Transferee the shares as shown above numbered in the Company the name of which appears above to hold unto the said Transferee subject to the several
conditions on which I hold the same. AND I the said Transferee do hereby agree to take the shares subject to the conditions aforesaid.

WITNESS our hands the day of 20

SIGNED by the Transferor:

SIGNED by the Transferee:

in the presence of:

In the presence of:

Balance Sheet

As at 31/12/2021

Harbourview Mansions Pty Ltd

Harbourview Mansions, 2A Wentworth Street, POINT
 PIPER NSW 2027

	Current period	Previous month
Owners' funds		
Administrative Fund		
Operating Surplus/Deficit--Admin	41,266.03	44,629.67
Owners Equity--Admin	25,014.35	25,014.35
	66,280.38	69,644.02
Sinking Fund		
Operating Surplus/Deficit--Sinking	89,830.02	93,329.71
Owners Equity--Sinking	88,086.86	88,086.86
	177,916.88	181,416.57
Net owners' funds	\$244,197.26	\$251,060.59
Represented by:		
Assets		
Administrative Fund		
Cash at Bank--Admin	97,746.71	94,378.11
Receivable--Levies--Admin	5,195.77	5,195.77
Receivable--Owners/Other Debtors--Admin	71.50	71.50
	103,013.98	99,645.38
Sinking Fund		
Cash at Bank--Sinking	90,661.05	70,065.00
Investments--Sinking	75,509.42	75,509.42
Investments--Sinking 2	40,271.69	40,271.69
Receivable--Levies (Special)--Sinking	8,413.02	8,477.88
	214,855.18	194,323.99
Unallocated Money		
	0.00	0.00
<i>Total assets</i>	317,869.16	293,969.37
Less liabilities		
Administrative Fund		
Creditor--GST--Admin	15,361.00	15,697.36
Deposits Received--Damage Bond--Admin	10,500.00	10,500.00
Prepaid Levies--Admin	10,872.60	3,804.00
	36,733.60	30,001.36
Sinking Fund		
Creditor--GST--Sinking	(686.26)	(336.23)
Prepaid Levies (Special)--Sinking	29,469.62	10,390.65
Prepaid Levies--Sinking	8,154.94	2,853.00
	36,938.30	12,907.42
Unallocated Money		
	0.00	0.00
<i>Total liabilities</i>	73,671.90	42,908.78
Net assets	\$244,197.26	\$251,060.59

Income & Expenditure Statement
 for the financial year-to-date
 01/07/2021 to 31/12/2021

Harbourview Mansions Pty Ltd

Harbourview Mansions, 2A Wentworth Street, POINT
 PIPER NSW 2027

Administrative Fund

Current period

01/07/2021-31/12/2021

Revenue

142500	Interest on Arrears--Admin	79.56
143000	Levies Due--Admin	73,019.98
145000	Recoveries	300.00
146500	Status Certificate Fees	109.00
147000	Strata Roll Inspection Fees	66.00
	Total revenue	73,574.54

Less expenses

153811	Admin--Agent Charge--Additional/Extra Services	2,150.00
153800	Admin--Agent Disbursements	3,223.36
150600	Admin--ASIC Filing Fees	400.00
150800	Admin--Auditors--Audit Services	1,100.00
154000	Admin--Management Fees--Standard	3,704.20
153809	Admin--Public Officer Agent Fee-GST/BAS/Tax	440.00
156000	Admin--Status Certificate Fees Paid	109.00
156400	Admin--Strata Inspection Fees Paid	66.00
159200	Insurance--Valuation	450.00
163000	Maint Bldg--Cleaning	2,303.30
164600	Maint Bldg--Doors & Windows	710.82
164800	Maint Bldg--Electrical	787.00
165800	Maint Bldg--Fire Protection	2,740.00
166600	Maint Bldg--Garage Doors	1,287.27
169600	Maint Bldg--Intercom	855.45
172000	Maint Bldg--Pest/Vermin Control	510.00
172200	Maint Bldg--Plumbing & Drainage	2,309.44
173000	Maint Bldg--Security	721.82
178400	Maint Grounds--Lawns & Gardening	3,542.00
190200	Utility--Electricity	493.29
191200	Utility--Water & Sewerage	4,405.56
	Total expenses	32,308.51

Surplus/Deficit 41,266.03

Opening balance 25,014.35

Closing balance \$66,280.38

Sinking Fund

Current period

01/07/2021-31/12/2021

Revenue

242500	Interest on Arrears--Sinking	134.30
243100	Levies Due (Special)--Sinking	118,198.20
	Total revenue	<u>118,332.50</u>

Less expenses

252800	Income Tax Expense	61.50
264200	Maint Bldg--Consultants	4,180.91
266600	Maint Bldg--Garages	1,472.00
269600	Maint Bldg--Intercom	1,572.32
270000	Maint Bldg--Letter Boxes	4,970.00
270202	Maint Bldg--Lift--Refurbishment/Upgrading	0.01
273100	Maint Bldg--Security Upgrade	16,245.74
	Total expenses	<u>28,502.48</u>

Surplus/Deficit 89,830.02

Opening balance 88,086.86

Closing balance \$177,916.88

Insurance
 as at 17/02/2022

Home Unit Company Harbour

Harbourview Mansions, 2A Wentworth Street, POINT
 PIPER NSW 2027

Policy No.	HU0013671	CHU Underwriting Agencies Pty Ltd
Type:	Building	Broker: Body Corporate Brokers (DEFT 20362) PO Box 20288, WORLD SQUARE NSW 2002
Premium:	\$27,869.14	Paid on: 02/02/2022 Policy start date: 24/01/2022 Next due: 24/01/2023
Cover		Sum insured Excess
Building		\$13,244,000.00 \$1,000.00
Contents		\$132,440 \$132,440 \$1,000.00
Loss of Rent		\$1,986,600.00 \$1,000.00
Flood		included \$1,000.00
Optional paint benefit		included \$0.00
Public Liability		\$20,000,000.00 \$0.00
Fidelity Guarantee		\$100,000.00 \$0.00
Voluntary Workers		\$200,000/2,000 \$0.00
Office Bearers Liability		\$5,000,000.00 \$0.00
Machinery Breakdown		no cover \$0.00
Catastrophe		no cover \$0.00
Govt Audit		\$25,000.00 \$0.00
Appeal Expenses		\$100,000.00 \$0.00
Legal Defence Expenses		\$50,000.00 \$1,000.00
Lot Owner's Fixtures & Improvements		\$250,000.00 \$0.00
Insurance Commission		\$3,615.00 \$0.00
Estimate Ins Commision		\$397,690.00 \$0.00

Last valuation done on 30/11/2021

Insurance valuation \$13,244,000.00



FOLIO: XA/379933

SEARCH DATE	TIME	EDITION NO	DATE
14/2/2022	5:50 PM	4	13/5/2015

LAND

LOT XA IN DEPOSITED PLAN 379933
AT POINT PIPER
LOCAL GOVERNMENT AREA WOOLLAHRA
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP379933

FIRST SCHEDULE

HARBOURVIEW MANSIONS PTY. LIMITED (CA93967)

SECOND SCHEDULE (15 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.
- 3 BK 2545 NO 637 LEASE TO EDNA HARRIET PETRIE OF HOME UNIT NUMBER 52.
EXPIRES: 2/2/2059.
BK 2853 NO 391 ASSIGNMENT OF LEASE. LESSEES NOW ERNEST RICHARD WALKER & MARY SMITH WALKER
- 4 BK 2554 NO 402 LEASE TO PERMANENT TRUSTEE COMPANY OF NEW SOUTH WALES LIMITED OF HOME UNIT NUMBER 31. EXPIRES: 5/5/2059.
- 5 BK 2559 NO 104 LEASE TO JOHN CLEMENT CARR OF HOME UNIT NUMBER 23.
EXPIRES: 30/8/2058.
- 6 BK 2619 NO 154 LEASE TO PERMANENT TRUSTEE COMPANY OF NEW SOUTH WALES LIMITED & EDWARD TELFORD SIMPSON OF HOME UNIT NUMBER 24. EXPIRES: 8/12/2058.
- 7 BK 2631 NO 855 LEASE TO GEORGE LAUNCELOT MEYRICK SALTER & PHYLLIS ST. MAUR SALTER OF HOME UNIT NUMBER 44. EXPIRES: 14/3/2059.
- 8 BK 2633 NO 8 LEASE TO FOSTER STANLEY DITMAS MARTIN OF PENTHOUSE.
EXPIRES: 13/7/2058.
- 9 BK 2642 NO 688 LEASE TO ETHEL VICTORIA SKARRATT OF HOME UNIT NUMBER 34. EXPIRES: 7/1/2059.
- 10 BK 2673 NO 647 LEASE TO COMPAGNIE INDUSTRIELLE DE TRAVAUX OF HOME UNIT NUMBER 32. EXPIRES: 16/9/2058.
- 11 BK 2990 NO 773 LEASE TO JOSEF LIEBERMAN, ANNA GIZELA LIEBERMAN & ERNESTINE LIEBERMAN OF HOME UNIT NUMBER 52 AS JOINT TENANTS. EXPIRES: 5/3/2059.
- 12 AG701819 LEASE TO PENELOPE JANE GLOVER OF UNIT 54, LEVEL 4 AND GARAGE G20 SHOWN IN PLAN WITH AG701819. EXPIRES:

END OF PAGE 1 - CONTINUED OVER

FOLIO: XA/379933

PAGE 2

SECOND SCHEDULE (15 NOTIFICATIONS) (CONTINUED)

-
- 27/11/2110.
- 13 AJ113677 LEASE TO ALBATROSS INVESTMENTS (NO 1) PTY LIMITED OF
UNIT 3, GROUND FLOOR AND GARAGES G9 & G10 SHOWN IN
PLAN WITH AJ113677. EXPIRES: 27/11/2113.
- 14 AJ113678 LEASE TO ANIA OLYMPIA SMIALKOWSKI OF UNIT 10, LEVEL
3 AND GARAGE G1 SHOWN IN PLAN WITH AJ113678. EXPIRES:
4/11/2113.
- 15 AJ229062 LEASE TO COLLEEN MONICA GOODWIN OF UNIT 7, LEVEL 2
AND GARAGE G7 SHOWN IN PLAN WITH AJ229062. EXPIRES:
27/11/2113.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

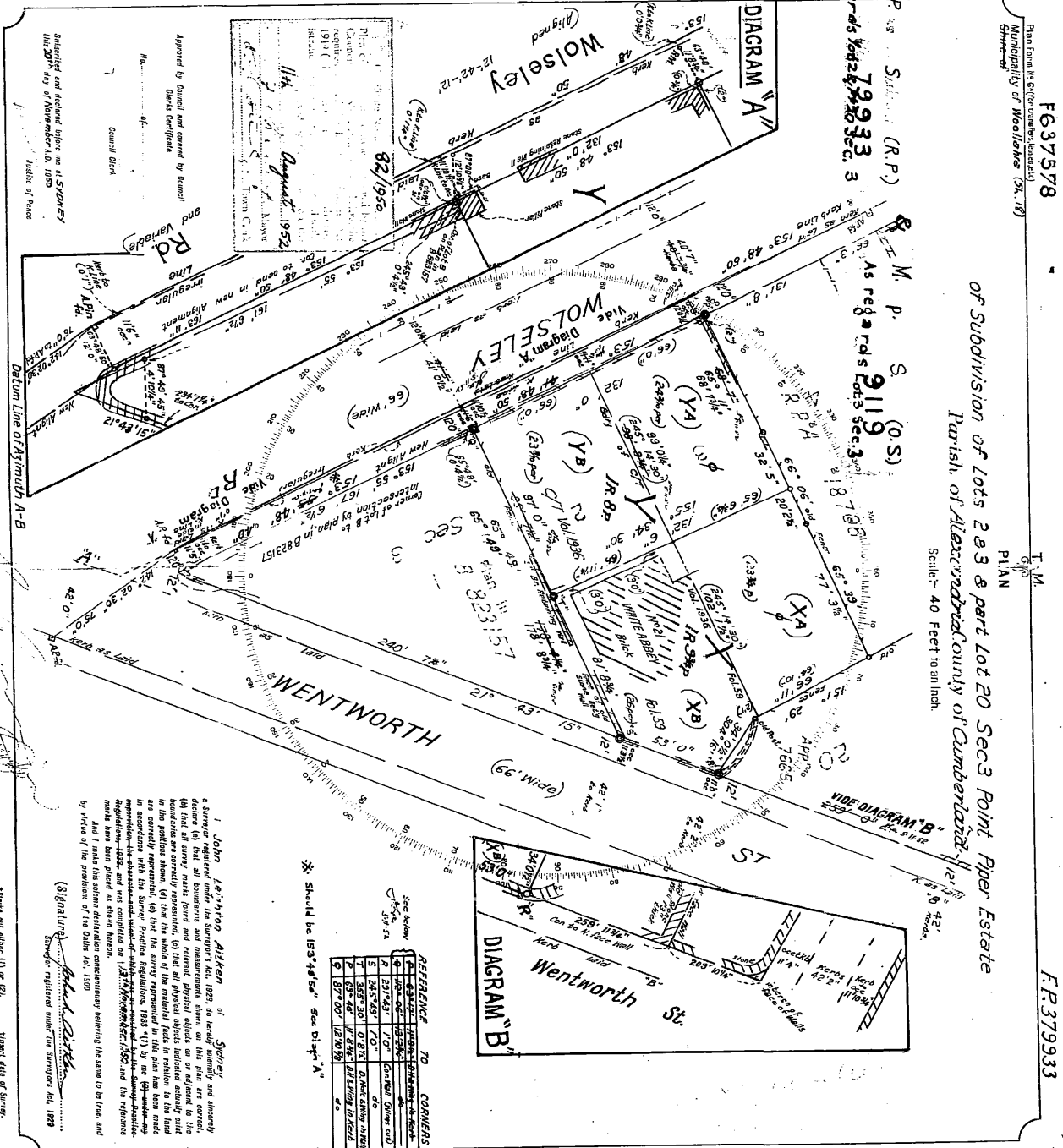
220031

PRINTED ON 14/2/2022

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



Plan No. 190684



Subdivision of Lots 203 & part Lot 20 Sec 3 Point Piper Estate
 Parish of Alexander County of Cumberland
 Scale: 40 Feet to an Inch

FG37578

FR379933

LOT NUMBERS ADDED AND AMENDMENTS OR ADDITIONS
 NOTED ON PLAN IN HISTORIAN GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 9th day of February, 1979.

1. John Feithling, Attorney of Survey, registered under the Surveyors Act, 1926, do hereby certify and sincerely desire (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and retained, physical objects or no reference to the boundaries are correctly represented, (c) that all physical points in relation to the land in the positions shown, (d) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1981. (1) by me (personally) or by a duly qualified and appointed surveyor, (2) in accordance with the Survey Practice Regulations, 1981, and the references made have been placed as they are in the Surveyors Act, 1926, and the references are by virtue of the provisions of the Statute of the Oaths Act, 1926.

REFERENCE TO CORNERS

No.	Corner	Reference
1	North West	153° 48' 00" 152.00
2	North East	153° 48' 00" 152.00
3	South East	153° 48' 00" 152.00
4	South West	153° 48' 00" 152.00

This is the plan marked "A" referred to in the annexed Transfer between DARDICK and N.S.W. JEWISH HOSPITAL
 Dated 18th January 1951

DP 379933	CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS
FEET INCHES	METRES
0 1/2	0.013
0 3/4	0.019
1 1/4	0.025
1 1/2	0.032
1 3/4	0.041
2 1/2	0.051
3 1/2	0.061
4 1/2	0.071
5 1/2	0.081
6 1/2	0.091
7 1/2	0.101
8 1/2	0.111
9 1/2	0.121
10 1/2	0.131
11 1/2	0.141
12 1/2	0.151
13 1/2	0.161
14 1/2	0.171
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29 1/2	0.321
30 1/2	0.331
31 1/2	0.341
32 1/2	0.351
33 1/2	0.361
34 1/2	0.371
35 1/2	0.381
36 1/2	0.391
37 1/2	0.401
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39 1/2	0.421
40 1/2	0.431
41 1/2	0.441
42 1/2	0.451
43 1/2	0.461
44 1/2	0.471
45 1/2	0.481
46 1/2	0.491
47 1/2	0.501
48 1/2	0.511
49 1/2	0.521
50 1/2	0.531
51 1/2	0.541
52 1/2	0.551
53 1/2	0.561
54 1/2	0.571
55 1/2	0.581
56 1/2	0.591
57 1/2	0.601
58 1/2	0.611
59 1/2	0.621
60 1/2	0.631
61 1/2	0.641
62 1/2	0.651
63 1/2	0.661
64 1/2	0.671
65 1/2	0.681
66 1/2	0.691
67 1/2	0.701
68 1/2	0.711
69 1/2	0.721
70 1/2	0.731
71 1/2	0.741
72 1/2	0.751
73 1/2	0.761
74 1/2	0.771
75 1/2	0.781
76 1/2	0.791
77 1/2	0.801
78 1/2	0.811
79 1/2	0.821
80 1/2	0.831
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84 1/2	0.871
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351 1/2	3.541
352 1/2	3.551
353 1/2	3.561
354 1/2	3.571
355 1/2	3.581
356 1/2	3.591
357 1/2	3.601

Sewer Service Diagram

Application Number: 8001431344

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
DIAGRAM OF SANITARY DRAINAGE
 Municipality of Woollahra SEWER AVAILABLE Diagram No. 124926

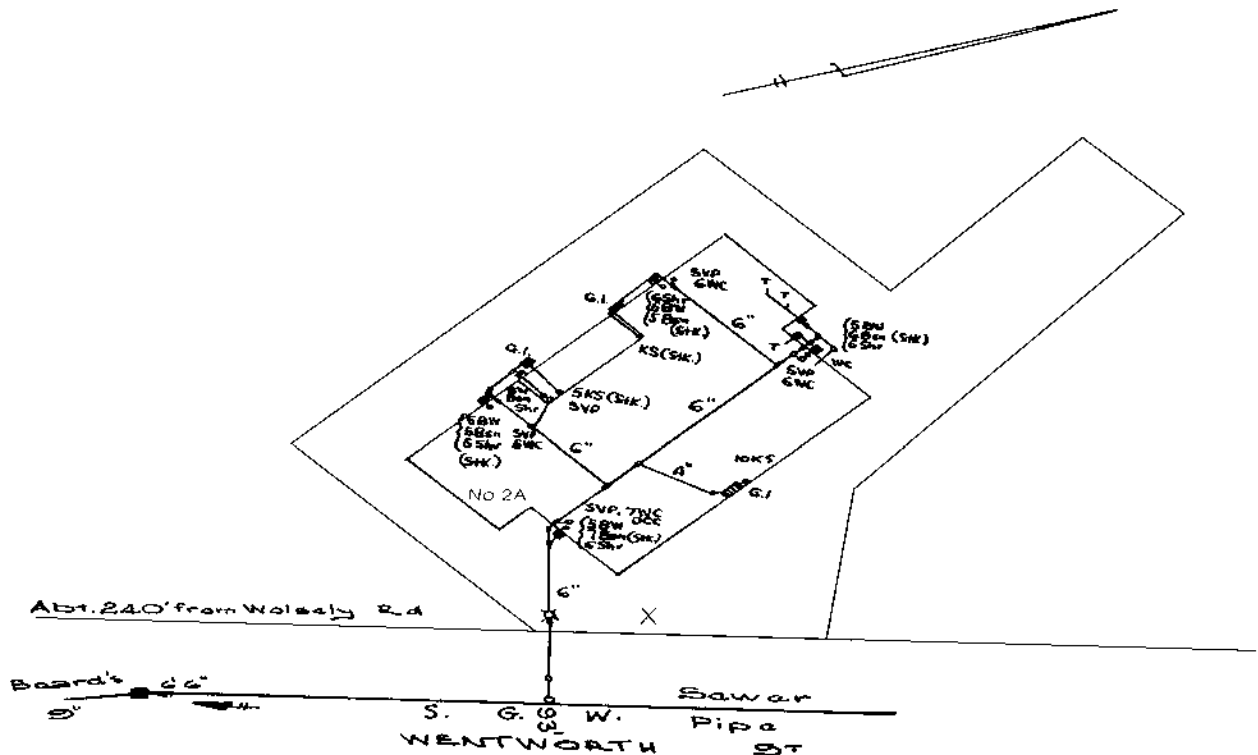
- SYMBOLS AND ABBREVIATIONS**
- | | | | |
|------------------------|--------------------------|-------------------|--------------------------|
| □ Boundary Trap | RV. Reflux Valve | I.P. Induct Pipe | Bsn. Basin |
| ■ Pit | — Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| EGI Grease Interceptor | o VERT. Vertical Pipe | T Tubs | W.I.P. Wrought Iron Pipe |
| G Gully | o V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| PT. P. Trap | o S.V.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste |
| RS Reflux Sink | D.C.C. Down Cast Cowl | B.W. Bath Waste | W.M. Washing Machine |

Existing drainage shown by black lines Scale: 40 Feet to an inch Proposed new drainage shown by full blue lines.

This diagram is the property of the Owner and is to be returned to him on completion of the work.
 Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.

The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer
 When the sewer becomes available it will be necessary to apply for a revised diagram.

This work must be carried out in accordance with the Board's By-laws.



SHEET No. 3524

19
FOR ENGINEER-IN-CHIEF

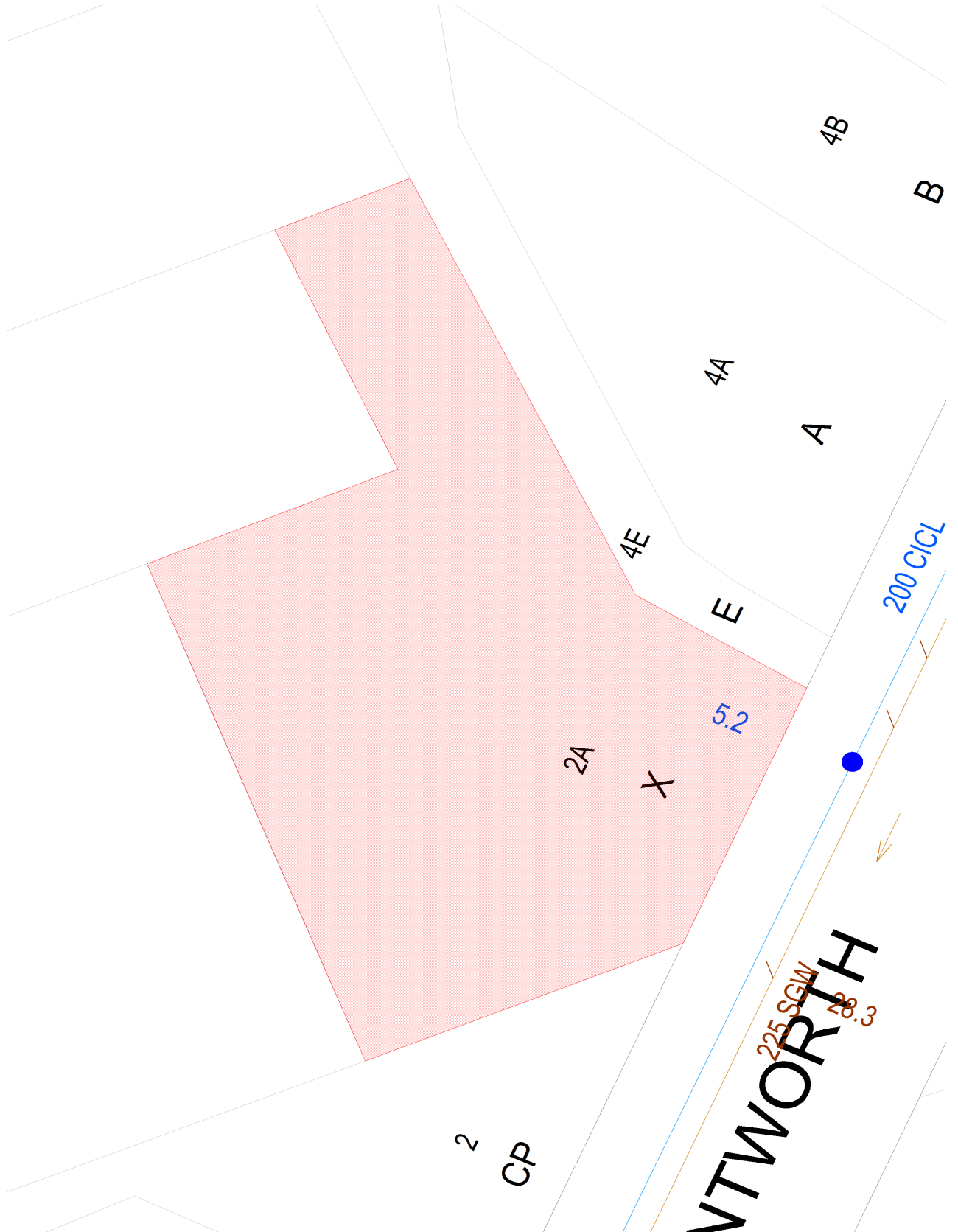
OFFICE USE ONLY			
..... W.C.	Designed by	DATE	Inspector
..... Shr	Inspector	///	FIRST VISIT SUPERV'SN PASSED DATE
..... Bsn		///	Inspector
..... K.S	Chief Inspector	///	Checked
..... T		///	COMPENSATION - MH. AC. VS.
..... Pig			File / HOV \$
Dge. Int.			
Dge. Ext	DESIGN		
			Boundary Trap is required.

Document generated at 23-02-2022 09:48:50 AM

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location print.

Service Location Print
Application Number: 8001431342



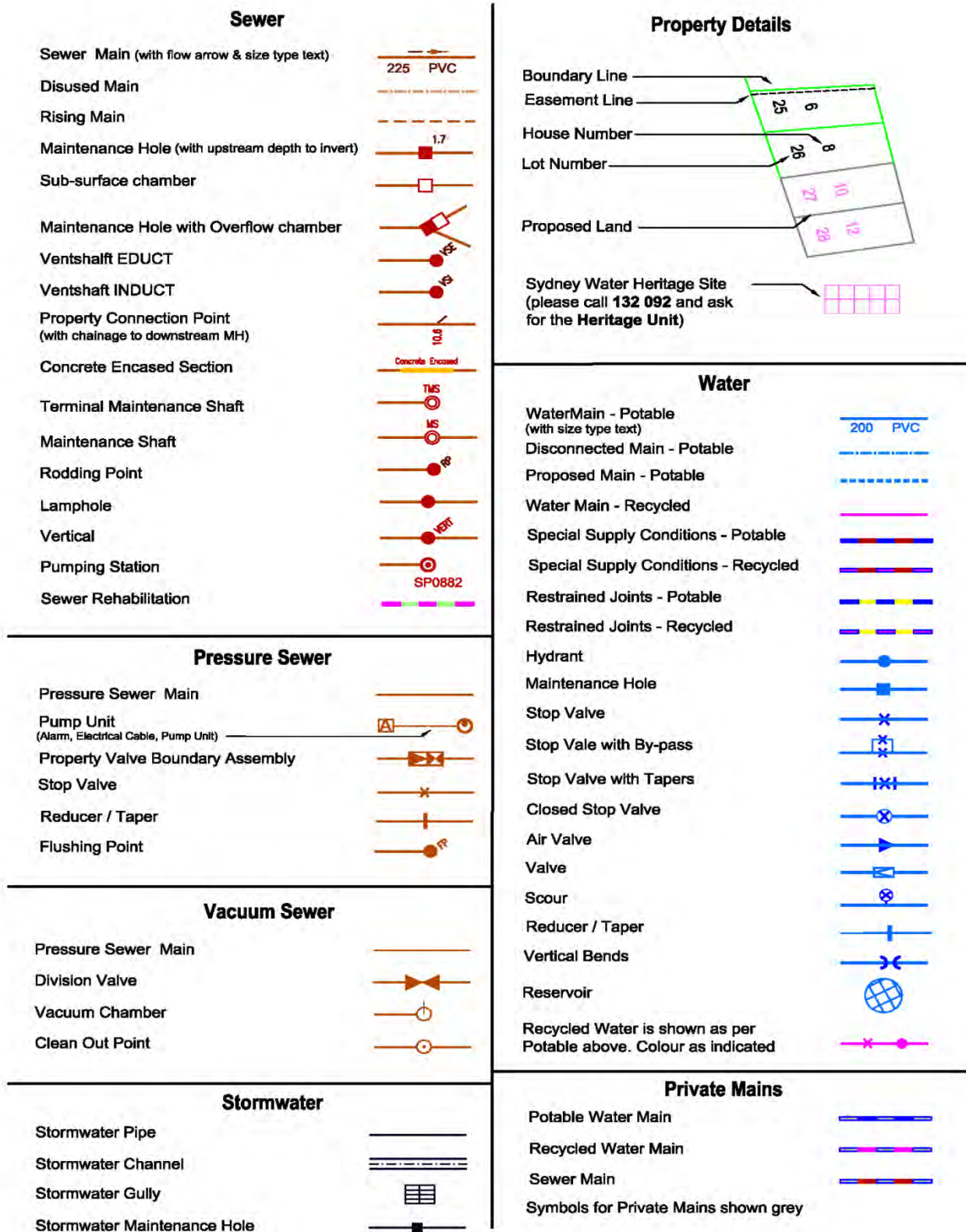
Document generated at 22-02-2022 09:25:30 AM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend



Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

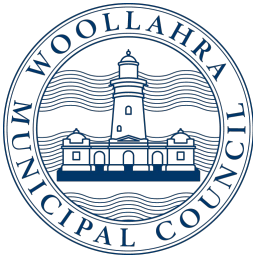
Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.



Planning Certificate Under Section 10.7(2)

Environmental Planning & Assessment Act 1979

Profound Legal Pty Ltd
Suite 53 Level 5 104 Bathurst St
SYDNEY NSW 2000

Applicant's reference:
220031/Company Title

Certificate number: 368
Certificate issue date: 15/02/2022
Transaction ID: 586810
Certificate fee: \$53.00 (standard)

Description of Property

Address: 2A Wentworth Street POINT PIPER NSW 2027
Title: LOT: XB DP: 379933
Parish: Alexandria
County: Cumberland

This planning certificate should be read in conjunction with the *Wollahra Local Environmental Plan 2014* and/or the *Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005*. These are available on the NSW legislation website at www.legislation.nsw.gov.au

The land to which this certificate relates, being the lot or one of the lots described in the corresponding application, is shown in the Council's records as being situated at the street address described on page 1 of this certificate.

It is the applicant's responsibility to confirm that the legal description of the lot to which the application relates is accurate and current. Council does not check the accuracy or currency of the information; nor does Council have the copyright to this information.

The legal description of land is obtained from NSW Land and Property Information. Applicants must verify all property and lot information with NSW Land and Property Information. The information contained in this certificate relates only to the lot described on the certificate.

Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates can be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate.

Section 10.7(2) Details

In accordance with section 10.7(2) of the *Environmental Planning and Assessment Act 1979*, at the date of this certificate the following information is provided in respect of the prescribed matters to be included in a planning certificate.

1. NAMES OF RELEVANT ENVIRONMENTAL PLANNING INSTRUMENTS

(a) The following environmental planning instrument applies to the land:

Woollahra Local Environmental Plan 2014 (commenced 23 May 2015)

(b) Zone:

R3 Medium Density Residential

(c) Development that may be carried out within the zone without development consent:

Roads

(d) Development that may be carried out within the zone with development consent:

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business premises; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Group homes; Home occupations (sex services); Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Office premises; Places of public worship; Public administration buildings; Recreation areas; Residential flat buildings; Respite day care centres; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shops

Also refer to Schedule 1 of the LEP "Additional permitted uses" to see if this schedule applies to your land.

Note that:

- **business premises**
- **a community facility**
- **an information and education facility**
- **office premises**
- **a public administration building, or**
- **a shop**

are only permitted in a residential zone, subject to clause 6.6 Use of existing non-residential buildings in residential zones. Refer to clause 6.6 for the requirements.

(e) Development that is prohibited within the zone:

Any development not specified in item (c) or (d) above.

(f) Do any development standards apply to the land that set minimum land dimensions for the erection of a dwelling house on the land? If yes, what are the minimum dimensions?

No

(g) Does the land include or comprise 'critical habitat' under the provisions of the local environmental plan applying to the land?

No

- (h) Is the land located in a heritage conservation area under the provisions of the local environmental plan applying to the land?

No

- (i) Is there an item of environmental heritage situated on the land under the provisions of the local environmental plan applying to the land?

No

2. NAMES OF RELEVANT EXHIBITED PROPOSED ENVIRONMENTAL PLANNING INSTRUMENTS

The following proposed environmental planning instruments, including a planning proposal for a LEP or a draft environmental planning instrument have been the subject of community consultation or are on public exhibition under the *Environmental Planning and Assessment Act 1979* (unless the Director-General has notified Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Planning proposal for the Double Bay Bowling Club at 18 Kiaora Road, Double Bay

Details: A planning proposal has been prepared to amend the *Woollahra LEP 2014* in relation to the Double Bay Bowling Club, including the bowling greens and clubhouse, at 18 Kiaora Road, Double Bay. The planning proposal seeks to:

- rezone the site from R3 Medium Density Residential to RE2 Private Recreation, and
- increase the minimum lot size from 700m² to 8800m².

Exhibition period: Wednesday 14 July 2021 to Friday 13 August 2021

Planning proposal for new earthworks and dewatering provisions

Details: A planning proposal has been prepared to amend the aims (cl. 1.2) and earthworks provisions (cl. 6.2) of the *Woollahra LEP 2014*. The planning proposal seeks to enhance the consideration of groundwater dewatering in the development assessment process.

Exhibition period: Wednesday 9 February 2022 to Friday 11 March 2022

3. NAMES OF RELEVANT DEVELOPMENT CONTROL PLANS

The following table contains a list of development control plans that have been prepared by Council under Division 6 of Part 3 of the *Environmental Planning and Assessment Act 1979* (including any made by the Council under section 72 of the Act before repeal of that section). Please check the table to see the relevancy of the plans to the land that is the subject of this certificate.

- (a) The following development control plan applies to the land:

Woollahra Development Control Plan 2015 (commenced 23 May 2015)

4. NAMES OF RELEVANT DEVELOPMENT CONTROL PLANS PREPARED BY THE DIRECTOR GENERAL

The following development control plans have been prepared by the Director-General under Division

6 of Part 3 of the *Environmental Planning and Assessment Act 1979* (including any made by the Director-General under section 51A, before the repeal of that section).

Sydney Harbour Foreshores and Waterways Area Development Control Plan 2005

This DCP applies to certain land within the Woollahra Municipality being land within the Foreshores and Waterways area identified on the Sydney Regional Environmental Plan (Sydney Harbour Catchment) Foreshores and Waterways Area Map.

5. NAMES OF RELEVANT STATE ENVIRONMENTAL PLANNING POLICIES

Below is a list of all State environmental planning policies that apply to the Woollahra Municipality.

Depending on circumstances set down in each SEPP, the policy may be specifically applicable to the land that is the subject of this certificate. You are advised to peruse the policy for the necessary details. Refer to NSW Department of Planning, Industry and Environment.

- State Environmental Planning Policy No. 19 – Bushland in Urban Areas
- State Environmental Planning Policy No. 33 – Hazardous and Offensive Development
- State Environmental Planning Policy No. 50 – Canal Estate Development
- State Environmental Planning Policy No. 55 – Remediation of Land
- State Environmental Planning Policy No. 64 – Advertising and Signage
- State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Coastal Management SEPP) 2018
- State Environmental Planning Policy (Concurrence) 2018
- State Environmental Planning Policy (Educational Establishments & Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing) 2021
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Major Development) 2005
- State Environmental Planning Policy (Mining, Petroleum Production & Extractive Industries) 2007
- State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

Deemed SEPPs:

- Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
This REP applies to all land within the Woollahra Municipality except for land at Christison Park, Vaucluse as shown on the Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005 Sydney Harbour Catchment Map.

5.A STATE ENVIRONMENTAL PLANNING POLICY (COASTAL MANAGEMENT) 2018

Is the land subject to the coastal zone under *State Environmental Planning Policy (Coastal Management) 2018*?

No

Disclaimer: This statement is based on information supplied by a third party public authority. The accuracy of this information has not been verified by Woollahra Council and if the information is vital for the proposed end use, then it should be verified by the applicant.

6. NAMES OF PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES

The following proposed State Environmental Planning Policies have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979* (unless the Director-General has notified Council that the making of the proposed instrument has been deferred indefinitely or has not been approved.)

- State Environmental Planning Policy (Design and Place) 2021

Disclaimer: This statement is based on information supplied by a third party public authority. The accuracy of this information has not been verified by Woollahra Council and if the information is vital for the proposed end use, then it should be verified by the applicant.

7. COMPLYING DEVELOPMENT

Is the land, land on which complying development may be carried out under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*?

Housing Code

Complying development under the Housing Code may be carried out on the land. Development standards apply.

Refer to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for full details.

Rural Housing Code

Rural Housing Code is not applicable to Woollahra Local Government Area.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code may be carried out on the land. Development standards apply.

Refer to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for full details.

Greenfield Housing Code

Greenfield Housing Code is not applicable to Woollahra Local Government Area.

Inland Code

Inland Code is not applicable to Woollahra Local Government Area.

Housing Alterations Code

Complying development under the Housing Alterations Code may be carried out on the land. Development standards apply.

Refer to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for full details.

General Development Code

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

Refer to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for full details.

Commercial and Industrial Alterations Code

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

Refer to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for full details.

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on the land. Development standards apply.

Refer to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for full details.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities Code may be carried out on the land. Development standards apply.

Refer to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for full details.

Subdivisions Code

Complying development under the Subdivisions Code may be carried out on the land. Development standards apply.

Refer to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for full details.

Demolition Code

Complying development under the Demolition Code may be carried out on the land. Development standards apply.

Refer to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for full details.

Fire Safety Code

Complying development under the Fire Safety Code may be carried out on the land. Development standards apply.

Refer to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for full details.

8. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Has the owner (or any previous owner) of the land consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

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9. MINE SUBSIDENCE

Is the land proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*?

No

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10. ROAD WIDENING OR ROAD REALIGNMENT

Is the land 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?

No

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11. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Is the land affected by a policy:

- (a) adopted by the Council that restricts 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)?

Yes

Woollahra LEP 2014, clause 6.1 (Acid sulfate soils) may require an assessment of acid sulfate soils for certain types of development located on certain land identified on the Acid Sulfate Soils Map of the LEP.

Woollahra DCP 2015 includes a policy on contaminated land which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Applicants must consider Council's DCP as well as State legislation including the State Environmental Planning Policy No. 55 – Remediation of Land.

- (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 sulfate soils or any other risk (other than flooding)?

No

12. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

- (a) Is the land or part of the land within the flood planning area and subject to flood related development controls?

No

- (b) Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

Information on the location of the probable maximum flood is not currently available.

Note: Words and definitions used in this item have the same meaning as the Flood Plain Development Manual published by the NSW Government.

13. LAND RESERVED FOR ACQUISITION

Does an environmental planning instrument or proposed environmental planning instrument applying to the land make provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the *Environmental Planning and Assessment Act 1979*?

No

14. CONTRIBUTIONS PLAN

The following contributions plan may apply to the land:

- Woollahra Section 7.12 Development Contributions Plan 2021 (26 July 2021)
- Woollahra Section 94 Contributions Plan (31 March 2003).

15. BIODIVERSITY CERTIFIED LAND

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No

16. BIODIVERSITY STEWARDSHIP SITES

Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No

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17. NATIVE VEGETATION CLEARING SET ASIDES

Does the land contain a set aside area under section 60ZC of the *Local Land Services Act 2013*?

No

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18. BUSH FIRE PRONE LAND

Is the land to which this certificate relates bush fire prone land?

No

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19. PROPERTY VEGETATION PLANS

Is the land the subject of a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force)?

No

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20. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Has an order 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 Council has been notified of the order).

No

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21. DIRECTIONS UNDER PART 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?

No

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22. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS

Is there a current site compatibility certificate (seniors housing), of which the Council is aware?

No

Are there any terms of a kind referred to in clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* that have been imposed as a condition of consent to a development application granted after 11 October 2007?

No

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23. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS

Is there a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the Council is aware?

No

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24. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE HOUSING

Is there a current site compatibility certificate (affordable rental housing), of which the Council is aware?

No

Are there any terms of a kind referred to in clause 17(1) or 37(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?

No

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25. PAPER SUBDIVISION INFORMATION

Is there a development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot?

No

26. SITE VERIFICATION CERTIFICATE

Is there a current site verification certificate of which this council is aware?

No

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 *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*

27. MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997

(a) Is the land (or part of the land) to which this certificate relates significantly contaminated land?

No

(b) Is the land to which this certificate relates subject to a management order?

No

(c) Is the land to which this certificate relates the subject of an approved voluntary management proposal?

No

(d) Is the land to which this certificate relates subject to an ongoing maintenance order?

No

(e) Is the land to which this certificate relates the subject of a site audit statement?

No

Note: These matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate. Section 53B requires site auditors to furnish local authorities with copies of audit statements relating to site audits for the purposes of statutory requirements.

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28. LOOSE-FILL ASBESTOS INSULATION

Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) listed on the register that is required to be maintained under that Division.

No

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29. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(a) Is there any affected building notice in force in respect of the land?

No

(b) Is there any building product rectification order in force in respect of the land that has not been fully complied with?

No

(c) Is there any outstanding notice of intention to make a building product rectification order?

No

Note: *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*.

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30. STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020

Does the *State Environmental Planning Policy (Western Sydney Aerotropolis) 2020* currently apply to the land?

No

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Annexure 'B'

COMPANY TITLE PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Unit:
Dated:

Interpretation - In these requisitions:

- (a) *unit* means the unit or flat (and garage/s and/or carspace/s, if applicable) the vendor is entitled to occupy by reason of the vendor's ownership of the shares;
- (b) *shares* means the shares owned by the vendor in the Company;
- (c) *Company* means the company which owns the property of which the unit forms part; and
- (d) *property* means all land and buildings owned by the Company.

Possession & Tenancies

1. Vacant possession of the unit must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the unit or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the unit affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor of the shares, free of all other interests.
7. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.
8. Is the vendor aware of any equitable charge, encumbrance or right affecting the unit, the shares, the Company or the property?
9.
 - (a) Has the vendor or any predecessor in title been bankrupt or insolvent?
 - (b) Are there any unsatisfied judgments, orders, decrees or executions against the vendor or the Company?
 - (c) Is there any suit pending concerning the unit, the shares, the Company or the property? If so, particulars must be supplied.
10. The Company should consent to transfer of the shares to the purchaser before completion.
11. The executed transfer of shares and assignment of the vendor's rights in the common fund should be handed over on completion.

Adjustments

12. All outgoing referred to in the Contract must be paid up to and including the date of completion.
13. Is the vendor liable to pay land tax or is the unit otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey & Building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the unit and the property is available, that there are no encroachments by or upon the unit or the property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the unit and the property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 17. If a swimming pool is on the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor or the Company received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, Notices and Claims

- 19. In respect of the unit and the property:
 - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Management

- 20. Has the Company any actual or contingent liabilities except normal operating expenses for its current financial year?
- 21. Are there any patent or latent defects in the property which may involve the Company in the expenditure of money for repair or replacement?
- 22. Has the Company received any notice or correspondence which detrimentally affects the property in any way?
- 23. Have any steps been taken to wind up the Company or to appoint an administrator or manager?
- 24. Insurance policies for the full value upon the building, Workers' Compensation, Public Risk, Plate Glass (if applicable) and any other necessary policy should be produced for inspection prior to completion and found satisfactory.

Capacity

- 25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions & Share Transfer

- 26. If the Share Transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 27. Searches, surveys, enquiries and inspection of title documents must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.