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**BETWEEN**

**MERRY CHEN-LIM PTY LTD (ATF) FORTUNA INVESTMENT TRUST**

**AND**

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**CONTRACT FOR THE SALE OF SHARES  
FOR A COMPANY TITLE FLAT**

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**Titlespace Conveyancing Pty Ltd**

Level 5, 20 Bond Street  
NSW 2000

Phone: + 02 7251 9790  
Email: [daniella@titlespace.com.au](mailto:daniella@titlespace.com.au)  
Ref: 220355

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- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
  - (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
  - (g) References to a party are intended to bind their heirs, executors, administrators, successors and assigns; and
  - (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

## **2. Agreement to buy and sell**

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The purchaser agrees to buy, and the vendor agrees to sell the vendor's shares free from all encumbrances.

## **3. Inclusions**

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The following inclusions are included in the sale:

- (a) Range hood, dishwasher, stove, oven, microwave, washing machine and dryer, fridge, blinds, curtains, built-in wardrobes, light fittings.

## **4. Condition and state of repair**

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The purchaser acknowledges taking the flat and inclusions in their present condition and state of repair and the purchaser shall not make any objection requisition or claim for compensation nor have any right of termination or rescission in relation thereto.

## **5. Agent**

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The purchaser was not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale other than Infinity Property Agents, the vendor's agent. The purchaser will indemnify the vendor against any claim for commission by any other real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

## **6. Price and deposit**

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- (a) The price is \_\_\_\_\_ and is payable as follows:
  - (i) A deposit of \$ \_\_\_\_\_ payable to Infinity Property Agents as stakeholder upon exchange hereof; and
  - (ii) The balance on completion.

The Purchaser warrants that the balance or last instalment of the Deposit being the difference between the amount paid on the making of this Contract and 10% of the purchase price will be paid to the Vendor by the Purchaser on or before completion or immediately upon the occurrence of a default by the Purchaser of any obligation hereunder which entitled the Vendor to forfeit the deposit and terminate this Contract for sale of shares.

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## **7. Investment of the deposit**

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If both parties agree then the deposit shall be invested at call with a bank or building society at the risk of the party who becomes entitled to it and interest thereon shall be divided equally between the parties unless the deposit is refunded or forfeited in which case it shall be paid to the party receiving the deposit.

## **8. GST**

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The supply by the vendor to the purchaser is not a taxable supply.

## **9. Completion**

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- (a) Completion of this Contract must take place on the latest of the following:
- (i) 42 days after the date of this Contract; or
  - (ii) 21 days after the Purchaser obtains the consent of the directors of the Company to the transfer of the Shares to the Purchaser.
- (b) On completion the vendor will give the purchaser:
- (i) The benefit of the attached Residential tenancy agreement;
  - (ii) A duly executed transfer of the vendor's shares together with the relevant share certificates; and
  - (iii) Evidence of the approval of the transfer of shares to the purchaser.
- (c) In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete requiring the other to complete within 14 days from the date of service of the notice, which time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
- (d) In the event that completion is not affected on the nominated day for settlement due to any reason other than the default of the vendor then the purchaser shall pay to the vendor interest on the balance of purchase price at the rate of 8% per annum from the date nominated for completion until and including the actual day of completion.

## **10. Death, insolvency or mental incapacity of a party**

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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.

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**11. Consent by company to the transfer of the shares**

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- (a) Completion hereof is conditional upon the company consenting to the transfer of the shares to the purchaser.
- (b) No later than 10 business days after the making of this contract the Purchaser must apply to the company at the Purchaser's expense for consent to the transfer of the Shares to the Purchaser. The Purchaser must lodge in support of that application such evidence as the Company may reasonably require and do all that is required in order to obtain the consent of the Board of Directors as soon as practicable after the making of this Contract.
- (c) The Vendor must do all acts and things as may reasonably be required by the Company to procure the consent of the directors of the Company. The Purchaser must promptly pay all fees and charges of the any interview and transfer any duly execute and deliver to the Company any documents required by the Company.
- (d) If the directors of the Company fail, within 35 days after the making of this Contract, to consent to the transfer of the Shares to the Purchaser either party may by notice in writing to the other rescind this Contract and the deposit shall be refunded and neither party shall have any right of action against the other.

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**12. Use and condition of property**

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- (a) It is a condition precedent to completion that, unless disclosed in this contract, there are no restrictions on the use of the flat which may hinder or prevent the purchaser from using it for the purpose of a residence.
- (b) The purchaser acknowledges that the property is taken as a result of acquiring the vendor's shares:
  - (i) In its present condition and state of repair;
  - (ii) Subject to all defects latent and patent;
  - (iii) Subject to any infestations and dilapidation;
  - (iv) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
  - (v) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any ordinance under that Act in respect of any building on the land.
- (c) The purchaser agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

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**13. Constitution of the company**

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The purchaser acknowledges investigating, including seeking such advice as may be required, and understanding the rights and obligations contained within the constitution 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.

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**14. Easements covenants and encumbrances**

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It is a condition precedent to completion that at completion the property is free of any mortgages, charges or encumbrances of any description and is subject only to those covenants easements limitations and restrictions discoverable by search of the title.

**15. Vendor disclosure**

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Annexed hereto is:

- (a) A copy of a current zoning certificate for the property;
- (b) A copy of a sewerage diagram for the subject property;
- (c) A copy of the title to the property together with copies of all instruments creating easements covenants or restrictions disclosed thereon;
- (d) A copy of the memorandum and articles of association of the company; and
- (e) A copy of the share certificate for the vendor's shares.

**16. Purchaser objection or requisition**

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- (a) The purchaser may make requisitions in writing in relation to the title to the shares or the property within 21 days of exchange.
- (b) In the event that the vendor is on reasonable grounds unable or unwilling to reply to any requisition made by the purchaser and gives notice to the purchaser accordingly and the purchaser does not by notice in writing within 14 days of receiving the vendor's notice waive the requisition, then the vendor may rescind the contract whereupon the deposit shall be refunded and neither party will have any right of action against the other.

**17. Payment and apportionment of charges**

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- (a) The vendor must pay all non-periodical fees, charges and assessments charged or to be charged against the flat or payable to the company in respect of the vendor's shares to the date of completion.
- (b) The vendor must pay all periodical fees, land tax, rates, charges and assessments charged or to be charged against the flat or payable to the company in respect of the vendor's shares on completion.
- (c) All payments made by the vendor for periodical expenses must be apportioned between the vendor and the purchaser as at the earlier of:
  - (i) The date of possession; and
  - (ii) The date of completion.
- (d) The purchaser must indemnify the vendor from all fees, land tax, rates, charges and assessments charged or to be charged against the flat or payable to the company in respect of the vendor's shares for the period after completion.

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- (e) Land tax must be apportioned as if the flat were the vendor's only dutiable land.

#### **18. Purchaser's default**

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- (a) If the purchaser defaults in payment of any part of the purchase money or interest or other money payable hereunder or in the performance or observance of any condition applicable to this agreement and if after 14 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.
- (b) In the event of default entitling the vendor to forfeit the deposit the purchaser hereby authorises the agent 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.

#### **19. Removal of goods**

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Prior to completion the vendor must remove from the flat all items not included in the sale. Any items left in the flat shall become the property of the purchaser and may be disposed of as the purchaser sees fit.

#### **20. Vendor's warranties concerning the shares**

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Vendor's authority to sell:

- (a) The vendor is the registered and beneficial owner of their shares in the company;
- (b) The vendor has full power and authority to sell and transfer to the purchaser good legal and equitable title to the shares without the consent or authorisation of any person except consents required by the company;
- (c) Other than matters disclosed to the purchaser in writing the vendor is not aware of any matters relating to the company that might adversely affect the purchaser; and
- (d) The vendor will do all things necessary on the vendor's part to enable the purchaser to view the books, accounts and records of the company.

#### **21. Notices**

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A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
- (c) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

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**22. Further assurance**

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Each party will from time to time do all things, including executing all documents, necessary or desirable to give full effect to this agreement.

**23. Counterparts**

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This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party.

**24. Costs**

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Each party will pay their own costs in relation to this agreement.

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**Execution page**

EXECUTED AS AN AGREEMENT

SIGNED BY THE **VENDOR** in the )

presence of: )

Signature of Witness

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Print Name of Witness \_\_\_\_\_

SIGNED BY THE **PURCHASER** in the )

presence of: )

Signature of Witness

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Print Name of Witness \_\_\_\_\_



FOLIO: 2/658793

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
28/6/2023	11:33 AM	1	4/5/2011

LAND

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LOT 2 IN DEPOSITED PLAN 658793  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP658793

FIRST SCHEDULE

-----

1 COOK ROAD LIMITED (T AG211732)

SECOND SCHEDULE (1 NOTIFICATION)

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1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: 10/928211

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SEARCH DATE	TIME	EDITION NO	DATE
28/6/2023	11:33 AM	11	6/7/2015

LAND

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LOT 10 IN DEPOSITED PLAN 928211  
AT CENTENNIAL PARK  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP928211

FIRST SCHEDULE

-----

1 COOK ROAD LIMITED (T AG211732)

SECOND SCHEDULE (6 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 3878714 LEASE TO OPTUS MOBILE PTY LIMITED AREA HATCHED  
BLACK ON ATTACHED PLAN BEING PART 1 COOK ROAD,  
CENTENNIAL PARK.. EXPIRES: 20/4/2017.  
AG217825 CONCURRENT LEASE
- 3 AE874358 LEASE TO TELSTRA CORPORATION LIMITED OF PART OF THE  
ROOFTOP, 1 COOK ROAD CENTENNIAL PARK, SHOWN HATCHED IN  
PLAN WITH AE874358. EXPIRES: 14/1/2013. OPTION OF  
RENEWAL: TWO FURTHER OPTIONS OF 5 YEARS.  
AG217825 CONCURRENT LEASE
- 4 AG211729 LEASE TO VODAFONE NETWORK PTY LIMITED OF PART OF THE  
ROOF, 1 COOK ROAD, CENTENNIAL PARK AS SHOWN HATCHED IN  
PLAN WITH 2499385. EXPIRES: 11/4/2016.  
AG217825 CONCURRENT LEASE
- 5 AG217825 LEASE TO CSETI CONSOLIDATED PTY LIMITED, CSETI  
ESTATES PTY LIMITED & CSETI INVESTMENTS PTY LIMITED OF  
THE ROOF, 1-5 COOK ROAD, CENTENNIAL PARK SHOWN  
CROSSHATCHED IN PLAN WITH AG217825. EXPIRES: 3/5/2110.  
AH207877 TRANSFER OF LEASE AG217825 LESSEE NOW CSETI  
(MANAGEMENT) PTY LIMITED  
AI180140 LEASE OF LEASE AG217825 TO TELSTRA CORPORATION  
LIMITED OF THE PART SHOWN HATCHED IN PLAN WITH  
AI180140. EXPIRES: 14/1/2018. OPTION OF RENEWAL: 5  
YEARS.
- \* 6 AI293679 CAVEAT BY CSETI (MANAGEMENT) PTY LIMITED

NOTATIONS

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FOLIO: 10/928211

PAGE 2

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NOTATIONS (CONTINUED)

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UNREGISTERED DEALINGS: NIL

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

220613

PRINTED ON 28/6/2023

\* 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.



FOLIO: 1/927602

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SEARCH DATE	TIME	EDITION NO	DATE
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28/6/2023	11:33 AM	11	6/7/2015

LAND

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LOT 1 IN DEPOSITED PLAN 927602  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP927602

FIRST SCHEDULE

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1 COOK ROAD LIMITED (T AG211732)

SECOND SCHEDULE (5 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 3878714 LEASE TO OPTUS MOBILE PTY LIMITED AREA HATCHED  
BLACK ON ATTACHED PLAN BEING PART 1 COOK ROAD,  
CENTENNIAL PARK.. EXPIRES: 20/4/2017.  
AG217825 CONCURRENT LEASE
- 3 AE874358 LEASE TO TELSTRA CORPORATION LIMITED OF PART OF THE  
ROOFTOP, 1 COOK ROAD CENTENNIAL PARK, SHOWN HATCHED IN  
PLAN WITH AE874358. EXPIRES: 14/1/2013. OPTION OF  
RENEWAL: TWO FURTHER OPTIONS OF 5 YEARS.  
AG217825 CONCURRENT LEASE
- 4 AG217825 LEASE TO CSETI CONSOLIDATED PTY LIMITED, CSETI  
ESTATES PTY LIMITED & CSETI INVESTMENTS PTY LIMITED OF  
THE ROOF, 1-5 COOK ROAD, CENTENNIAL PARK SHOWN  
CROSSHATCHED IN PLAN WITH AG217825. EXPIRES: 3/5/2110.  
AH207877 TRANSFER OF LEASE AG217825 LESSEE NOW CSETI  
(MANAGEMENT) PTY LIMITED  
AI180140 LEASE OF LEASE AG217825 TO TELSTRA CORPORATION  
LIMITED OF THE PART SHOWN HATCHED IN PLAN WITH  
AI180140. EXPIRES: 14/1/2018. OPTION OF RENEWAL: 5  
YEARS.
- \* 5 AI293679 CAVEAT BY CSETI (MANAGEMENT) PTY LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



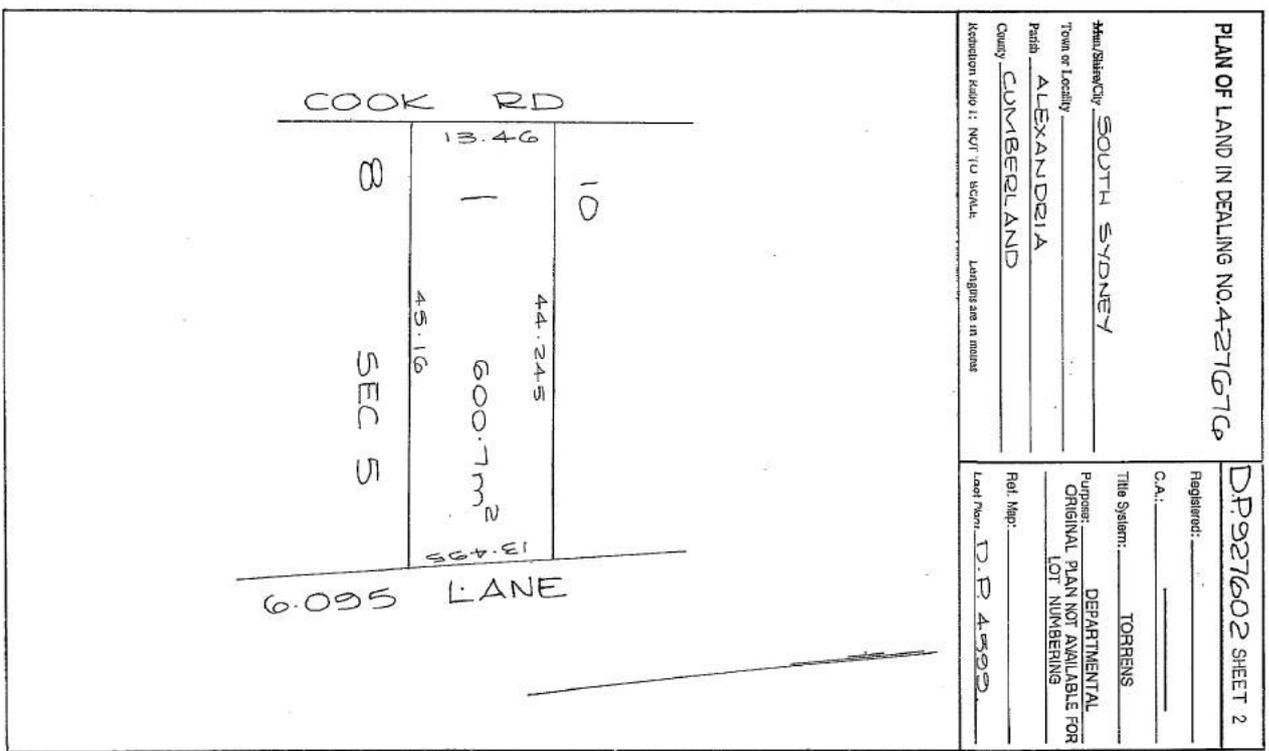




**2**

AMENDMENTS AND/OR ADDITIONS MADE ON  
 PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	70	Table of min	110	120	130	140
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**PLAN OF LAND IN DEALING NO. 427602**

State/City: SOUTH SYDNEY  
 Town or Locality: ALEXANDRIA  
 Parish: CUMBERLAND  
 County: CUMBERLAND

Registration No.: DP 4599

Title System: TORRENS  
 Purpose: DEPARTMENTAL ORIGINAL PLAN NOT AVAILABLE FOR LOT NUMBERING

Rel. Map: D.P. 4599

Section No.: 10

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 1st November, 1991



Form: 08X  
Release: 4-3**CAVEAT**Prohibiting Recording of a Dealing  
or Granting of a Possessory Appl  
New South Wales**AI293679Q**

Section 74F Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENS TITLE**

Folio Identifiers 1/927602, 10/928211

**(B) REGISTERED DEALING**

Number

Torrens Title

**(C) LODGED BY**Document  
Collection  
BoxName, Address or DX, Telephone, and Customer Account Number if any  
Romano DI DONATO, Solicitor, Level 5/15 Castlereagh  
Street, sydney Telephone: 9235 1999

CODE

IW

Reference: RDD Cseti

X

**(D) REGISTERED PROPRIETOR**1 COOK ROAD LIMITED  
C/o GK Strata Management Pty Limited  
PO Box 655 BROADWAY NSW

Postcode: 2007

**(E) CAVEATOR**

Insert the full name and address (residential if individual/registered office if body corporate)

CSETI (MANAGEMENT) PTY LIMITED (ACN 000 900 489)  
Registered Office Suite 1306, Sovereign Centre, 97-99 Bathurst Street  
SYDNEY NSW

Postcode: 2000

**(F) NAME AND ADDRESS IN NEW SOUTH WALES FOR SERVICE OF NOTICES ON THE CAVEATOR****IMPORTANT NOTE:** The address *must* be a street address. If desired, a Document Exchange box in NSW may be provided *in addition*. If the caveator's name or address for service of notices changes, notification *must* be lodged on form 08CX.Name: Romano DI DONATO  
Street Address: Solicitor  
Level 5/15 Castlereagh Street  
SYDNEY NSW

NSW postcode: 2000

Document Exchange Box in NSW (additional):

**(G) ACTION PROHIBITED**

See Annexure A

**(H)** The caveator claims to be entitled to the estate or interest in the above land specified in Schedule 1 by virtue of the instrument set out in that schedule and prohibits the Registrar General from taking, with respect to the above land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

L AI #0140

**WARNING:** care should be exercised in completing a caveat form. An unsupported caveat may be challenged in the Supreme Court; compensation may be awarded for lodging a caveat without justification (section 74P Real Property Act 1900). Failure to observe the requirements of regulations 7 and 8 of the current Real Property Regulation may make the caveat invalid.

(I) **SCHEDULE 1 Estate or interest claimed**

Particulars of the estate or interest in the abovementioned land		
Lessee		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
See Annexure A	See Annexure A	See Annexure A
By virtue of the facts stated below		

(J) **SCHEDULE 2 Action prohibited by this caveat**

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
3. The registration of delimitation plan <sup>1</sup> No.
4. The granting of any possessory application <sup>2</sup> with respect to the land in the Torrens Title referred to above.
5. The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
6. The granting of an application to extinguish the NOT APPLICABLE created by NOT APPLICABLE No.
7. The recording in the Register of a writ affecting the estate or interest claimed by the caveator and set out in Schedule 1.

(K) **STATUTORY DECLARATION <sup>3</sup>**

I, ROMANO DI DONATO, SOLICITOR, *Level 5, 15 Castlereagh St, Sydney*  
 solemnly and sincerely declare that—

1. To the best of my knowledge, information and belief
  - (a) the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
  - (b) the address specified at (D) as the address of the registered proprietor is the correct address.
2. This caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor ; I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 and I certify this caveat to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at *Sydney* in the *State of NSW* on *13-1-14*  
 in the presence of *Malcolm George Brown* of *15 Castlereagh St, Sydney*

Justice of the Peace (J.P. Number: )  Practising Solicitor  
 Other qualified witness (specify)

\*\* who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person ~~OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and~~
2. I have known the person for at least 12 months ~~OR I have confirmed the person's identity using an identification document and the document I relied on was a~~ [Omni ID No.]

Signature of witness: *[Signature]*

Signature of declarant: *[Signature]*

Capacity of declarant if other than the caveator: *solicitor for caveator*

(L) **CONSENT (section 74O Real Property Act 1900)<sup>4</sup>**

I, the registered proprietor named at (D)/possessory applicant, for the purposes of section 74O only, consent to this caveat.

Signature of registered proprietor/possessory applicant

1. A plan defining the boundaries of land in a limited folio of the Register. See Part IVB Real Property Act 1900.
2. An application made by a person claiming title to land by virtue of adverse possession. See Part VIA Real Property Act 1900.
3. As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. \*\* If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.
4. Only one capacity can be selected, either registered proprietor or possessory applicant, cross out whichever does not apply.

Annexure **A** to CAVEAT

Parties:

Registered Proprietor: 1 Cook Road Limited

Caveator: Cseti (Management) Pty Limited (ACN 000 900 489)

Dated:

(G) ACTION PROHIBITED

The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1, where the plan is a strata plan and which if registered would designate as common property the property leased under Lease AG217825.

(J) SCHEDULE 1 ESTATE OR INTEREST CLAIMED

Nature of Instruments, Dates, and Parties

1) Lease AG217825 dated 2 May 2011 between the Registered Proprietor (as Lessor) and Cseti Consolidated Pty Limited, Cseti Estates Pty Limited and Cseti Investments Pty Limited (as Lessee).

2) Transfer of Lease AH207877 between Cseti Consolidated Pty Limited, Cseti Estates Pty Limited and Cseti Investments Pty Limited and the Caveator.

3) Deed of Assignment of Lease dated 30 August 2012 between the Registered Proprietor, Cseti Consolidated Pty Limited, Cseti Estates Pty Limited and Cseti Investments Pty Limited, and the Caveator.



TITLESPACE  
106/109 Pitt St  
SYDNEY NSW 2000

## **PLANNING CERTIFICATE**

*Under Section 10.7 of the Environmental Planning and Assessment Act, 1979*

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**Applicant:** TITLESPACE

**Your reference:** 220613/ WONG

**Address of property:** 1-5 Cook Road , CENTENNIAL PARK NSW 2021

**Owner:** 1 COOK ROAD LIMITED

**Description of land:** Lot 1 DP 927602, Lot 2 DP 658793, Lot 10 DP 928211

**Certificate No.:** 202334524

**Certificate Date:** 21/06/23

**Receipt No:**

**Fee:** \$53.00

**Paid:** 21/06/23

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.



Issuing Officer  
per **Monica Barone**  
*Chief Executive Officer*

### **CERTIFICATE ENQUIRIES:**

Ph: 9265 9333

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT, 1979**

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**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -  
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021, CLAUSES (1) - (2).**

**DEVELOPMENT CONTROLS**

*The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.*

**ZONING**

Zone R1 General Residential (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To maintain the existing land use pattern of predominantly residential uses..

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dwelling houses; Food and drink premises; Group homes; Home industries; Horticulture; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Roadside stalls; Semi-detached dwellings; Seniors housing; Shop top housing; shops; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat launching ramps; Boat building and repair facilities; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Environmental protection works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Industrial retail outlets; Industries; Mooring pens; Moorings; Mortuaries; Passenger transport facilities; Port facilities; Recreation facilities (major); Recreation facilities(outdoor); Registered clubs; Research stations;

Restricted premises; Rural industries; Rural supplies; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wholesale supplies

## **PROPOSED ZONING**

### **Employment Zones Reform Implementation**

*On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).*

This property is not affected by a draft zone.

## **LOCAL PLANNING CONTROLS**

**Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012  
NSW Legislation Website.**

**Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)**

### **Planning Proposal – Performance Standards for Net Zero Energy Buildings**

The objective of this planning proposal is to reduce energy consumption and the associated greenhouse gas emissions of office, shopping centre and hotel developments, as well as improve the resilience of these developments to the impacts of climate change. The intended outcome will be to facilitate net zero energy development by 2026 for development

subject of this planning proposal. This will occur through amendments to the following: • Sydney Local Environmental Plan 2012 • Sydney Local Environmental Plan (Green Square Town Centre) 2013 • Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013.

### **Draft B Development Control Plan Performance Standards for Net Zero Energy Buildings 2021:**

The purpose of this draft Development Control Plan (DCP) is to amend various development control plans applying to the City of Sydney local government area by inserting provisions that set out energy performance standards for net zero energy buildings

### **Planning Proposal: Affordable Housing Program Update 2022:**

This Planning Proposal is to amend the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), the Sydney Local Environmental Plan (Green Square Town Centre) 2013, and Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 (the Green Square Town Centre LEPs). Generally, the intended outcome of this planning proposal is to increase the amount of affordable housing in the City of Sydney local government area.

### **Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Retail Review and Retail Parking**

This planning proposal is to amend the planning controls that currently apply to the proposed expanded retail area and amend parking controls for retail development that currently apply across the entire City of Sydney LGA..

### **Draft Sydney Development Control Plan 2012 – Retail Review of Southern Sydney Amendment:**

The purpose of this Development Control Plan (DCP) is to amend the Sydney Development Control Plan 2012, which was adopted by Council on 14 May 2012 and came into effect on 14 December 2012. The provisions guide future development of all land to which this development control plan applies.

## **HERITAGE**

### **State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)**

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from

[www.heritage.nsw.gov.au](http://www.heritage.nsw.gov.au)

## **STATE PLANNING INSTRUMENTS**

*Full copies of State Environmental Planning Policies are available online at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).*

### **State Environmental Planning Policy No. 55 – Remediation of Land**

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

### **State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development**

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

### **State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004**

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State.

This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

### **State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007**

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

### **State Environmental Planning Policy (Exempt and Complying Development Codes) 2008**

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the

need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

### **State Environmental Planning Policy (Urban Renewal) 2010**

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

### **State Environmental Planning Policy (Housing) 2021**

The principles of this Policy are as follows:

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,
- (c) ensuring new housing development provides residents with a reasonable level of amenity,
- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,
- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,
- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,
- (h) mitigating the loss of existing affordable rental housing.

### **State Environmental Planning Policy (Planning Systems) 2021**

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.

- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

### **State Environmental Planning Policy (Biodiversity and Conservation) 2021**

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

### **State Environmental Planning Policy (Resilience and Hazards) 2021**

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

### **State Environmental Planning Policy (Transport and Infrastructure) 2021**

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

### **State Environmental Planning Policy (Industry and Employment) 2021**

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

### **State Environmental Planning Policy (Resources and Energy) 2021**

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

### **State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021**

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Eastern Harbour City. This city is based the strategic planning vision of the ‘three cities’ regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

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#### **OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 - E. P. & A. REGULATION, 2021. SECTIONS (2A) - (22)**

*(2A) Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

This SEPP does not apply to the land.

### (3) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2020 – in operation 26 <sup>th</sup> November 2021	<b>NO</b>
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 <sup>st</sup> July 2016	<b>YES</b>
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 <sup>th</sup> May 2007	<b>NO</b>

Note: An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1<sup>st</sup> July 2021.

### (4) Complying Development

- (1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Note: If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of complying development. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.**

Clause 1.12 does not apply to the land in the City of Sydney LGA

### **Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code**

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based

requirements for exempt and complying development) any of the following statements are **YES**.

<ul style="list-style-type: none"> <li>▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i>.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(d) &amp; 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i>).</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(e) &amp; 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.</li> </ul>	<b>NO</b>

<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code &amp; Low Rise Housing Diversity Code)</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.</li> </ul>	<b>NO</b>

### **Housing Internal Alterations Code**

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

### **Commercial and Industrial Alterations Code**

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

### **Subdivisions Code**

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

### **Rural Housing Code**

The Rural Housing Code does not apply to this Local Government Area.

### **General Development Code**

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

### **Demolition Code**

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

## (5) Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.
- (2) If exempt development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

**Note: *If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of exempt development. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.***

Clause 1.12 does not apply to the land in the City of Sydney LGA

## All Exempt and Complying Development Codes

Exempt development under each of the exempt development codes **may** be carried out on the land.

## (6) Affected building notices and building product rectification orders

- (1)
  - (a) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.
  - (b) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(c) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(2) In this section:

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](#).

**(7) Land reserved for acquisition**

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

**(8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.**

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

**(8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.**

This land **is not** affected by any road widening or road realignment under any planning instrument.

**(9) Flood related development controls information.**

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Property is within the flood planning area	<b>NO</b>
Property is outside the flood planning area	<b>YES</b>
Property is within a buffer zone	<b>NO</b>

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Property is between the flood planning area and probable maximum flood.	<b>NO</b>
Property is outside the flood planning area and probable maximum flood	<b>YES</b>
Property is within a buffer zone	<b>NO</b>

(3) In this section

**flood planning area** has the same meaning as in the Floodplain Development Manual.

**Floodplain Development Manual** means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

**probable maximum flood** has the same meaning as in the Floodplain Development Manual.

(10) Council and other public authorities policies on hazard risk restrictions:

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

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 2017.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity Stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

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

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

The owner (or any previous owner) of the land has not 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).

**Note.** “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

(20) Western Sydney Aerotropolis

Not Applicable.

(21) Development consent conditions for seniors housing

[State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 *does not* apply to the land *to which the certificate relates*.

(22) Site compatibility certificates and development consent conditions for affordable rental housing

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

- (2) [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section:

**former site compatibility certificate** means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

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

- (a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.
- (b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.
- (c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.
- (d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.
- (e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

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**PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:**

*Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.*

**For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.** Planning certificate section 10.7 (2), local planning controls are available online at [www.cityofsydney.nsw.gov.au](http://www.cityofsydney.nsw.gov.au)

**General Enquiries:**

**Telephone: 02 9265 9333**

**Town Hall House**

Level 2

Town Hall House

456 Kent Street

Sydney

8am – 6pm Monday - Friday

*State planning controls are available online at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)*

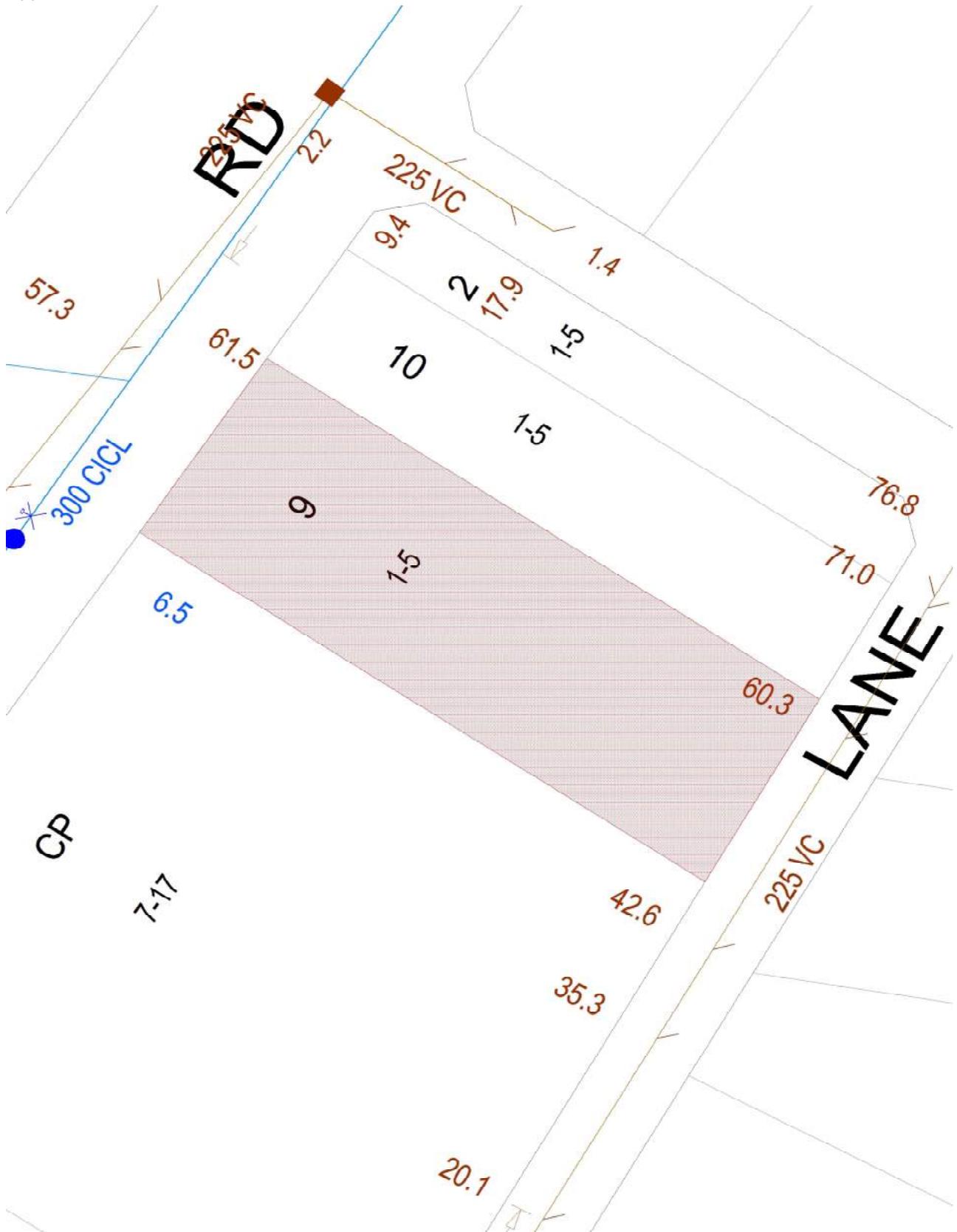
*Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:*

*Chief Executive Officer  
City of Sydney  
G.P.O. Box 1591  
Sydney NSW 2000*

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# Service Location Print

Application Number: 1190654



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**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

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

**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

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

# Sewer Service Diagram

Application Number: 1190653

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

*CSETL ESTATES*

## SEWERAGE SERVICE DIAGRAM

Municipality of *City of Sydney*

No. *381563*

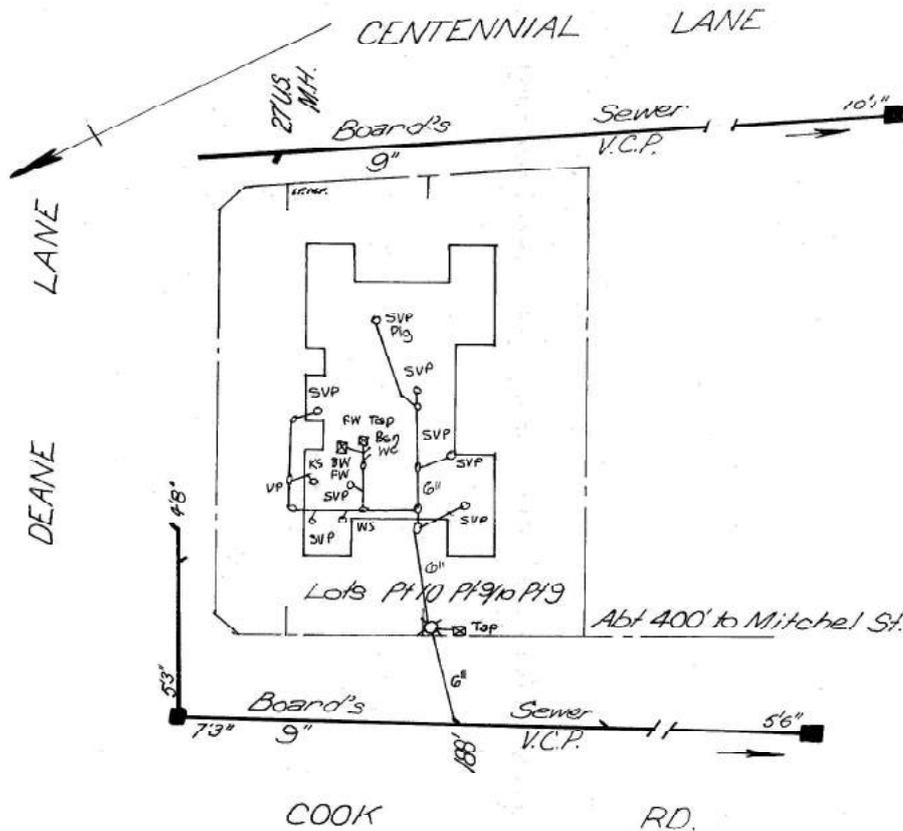
SYMBOLS AND ABBREVIATIONS

- |                           |                          |                   |                          |
|---------------------------|--------------------------|-------------------|--------------------------|
| □ Boundary Trap           | ■ R.V. Reflux Valve      | I.P. Induct Pipe  | Bsn. Basin               |
| ■ Pit                     | → Cleaning Eye           | M.F. Mica Flap    | Shr. Shower              |
| ▣ G.I. Grease Interceptor | ○ Vert. Vertical Pipe    | T. Tubs           | W.I.P. Wrought Iron Pipe |
| ▣ Gully                   | ○ V.P. Vent. Pipe        | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe    |
| ▣ P.T. P. Trap            | ○ S.V.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste         |
| ▣ R.S. Reflux Sink        | D.C.C. Down Cast Cowl    | B.W. Bath Waste   | W.M. Washing Machine     |

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



RATE No. \_\_\_\_\_ W.C.s \_\_\_\_\_ U.C.s \_\_\_\_\_ 19 \_\_\_\_\_

SHEET No. *3888*

OFFICE USE ONLY

For Engineer House Services

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE		Supervised by
Bth.	Examined by Inspector	/ / /	Date	HL LL	Inspector
Shr.			Outfall		
Bsn.	Chief Inspector	/ / /	Drainer	224-797 1319 084	
K.S.			Plumber		
T.	Tracing Checked	/ / /	Boundary Trap		
Plg.					
Dge. Int.					
Dge. Ext.					

Document generated at 13-07-2021 09:46:55 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**.

# Share Certificate

1 COOK ROAD LIMITED

ACN 146 619 427  
Incorporated in NSW

Certificate Number: 88

**Registered Office:**

Bright & Duggan Pty Ltd  
37-43 Alexander Street  
CROWS NEST NSW 2065



28/6/11

This is to certify that:

Merry Chen-Lim Pty Ltd (ATF) Fortuna Investment Trust

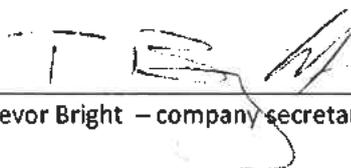
of

47 Queen Street  
BEACONSFIELD NSW 2015

Is the holder of share group 42, being **2230 ordinary shares** from numbers 79147 to 81376 inclusive, relating to lot 42 (apartment 65) in 1 COOK ROAD LIMITED subject to the provisions of the constitution of the company.

The sum of \$0.00 is unpaid in respect to each share.

Signed

  
Trevor Bright - company secretary

Signed

  
John Manning - director

Dated

24 June 2011



ASIC EXTRACT SNAPSHOT

CURRENT ORGANISATION DETAILS

Date Extracted	01/06/2023
ACN	146 619 427
ABN	70 146 619 427
Current Name	1 COOK ROAD LIMITED
Registered In	New South Wales
Registration Date	30/09/2010
Review Date	30/09/2023
Company Type	ACN (Australian Company Number)
Current Directors	5
Current Secretaries	2

Start Date	08/03/2011
Name	1 COOK ROAD LIMITED
Name Start Date	08/03/2011
Status	Registered
Type	Australian Public Company
Class	Limited By Shares
Sub Class	Unlisted Public Company
Disclosing Entity	No

Share Structure (Displaying Top 4 Only)

[Go to Full ASIC Results](#)

Class	Class Type	Shares Issued	Amount Paid
ORD	ORDINARY SHARES	100000	\$20,250,108.00

(creditor)watch - Credit Score (563)

[Go to Full Credit Report](#)

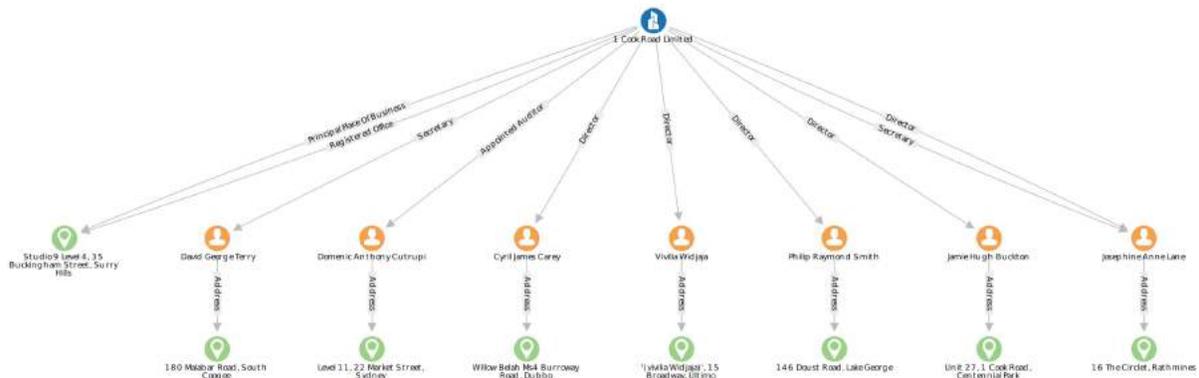


Risk Data Summary

Court Judgments	0	Payment Defaults	0	Insolvency Notices	0	Mercantile Enquiries	0	Credit Enquiries	17
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REVEAL - Company Visualisation

[Go to full workspace](#)



**ASIC Data Extracted 01/06/2023 at 10:48**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

No changes to the company information have been detected since last extracted.

**- 146 619 427 1 COOK ROAD LIMITED -**

<b>ACN (Australian Company Number):</b>	146 619 427	<b>Document No.</b>
<b>ABN:</b>	70 146 619 427	
<b>Current Name:</b>	1 COOK ROAD LIMITED	
<b>Registered in:</b>	New South Wales	
<b>Registration Date:</b>	30/09/2010	
<b>Review Date:</b>	30/09/2023	
<b>Company Bounded By:</b>	Constitution	

**- Current Organisation Details -**

<b>Name:</b>	1 COOK ROAD LIMITED	027408643
<b>Name Start Date:</b>	08/03/2011	
<b>Status:</b>	Registered	
<b>Type:</b>	Australian Public Company	
<b>Class:</b>	Limited By Shares	
<b>Sub Class:</b>	Unlisted Public Company	

**- Company Addresses -**

<b>- <u>Registered Office</u></b>		0EFE54757
<b>Address:</b>	STRATA LOGIC STUDIO 9 LEVEL 4 35 BUCKINGHAM STREET SURRY HILLS NSW 2010	
<b>Start Date:</b>	18/12/2018	
<b>- <u>Principal Place of Business</u></b>		0EFE54757
<b>Address:</b>	STRATA LOGIC STUDIO 9 LEVEL 4 35 BUCKINGHAM STREET SURRY HILLS NSW 2010	
<b>Start Date:</b>	15/11/2018	

**- Company Officers -**
**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

\* Check documents listed under ASIC Documents Received for recent changes.

## Director

**Name:** CYRIL JAMES CAREY 0EHQ40825  
**Address:** WILLOW BELAH MS4 BURROWAY ROAD DUBBO NSW 2830  
**Birth Details:** 05/02/1946 TAMWORTH NSW  
**Appointment Date:** 11/02/2019  
**Cease Date:** //

**Name:** VIVILIA WIDJAJA 0EFE54757  
**Address:** UNIVERSITY OF TECHNOLOGY SYDNEY '(VIVILIA WIDJAJA)' 15 BROADWAY ULTIMO NSW 2007  
**Birth Details:** 05/03/1979 BANDUNG, INDONESIA  
**Appointment Date:** 15/11/2018  
**Cease Date:** //

**Name:** PHILIP RAYMOND SMITH 9EAA55624  
**Address:** 146 DOUST ROAD LAKE GEORGE NSW 2581  
**Birth Details:** 24/09/1950 CANBERRA ACT  
**Appointment Date:** 09/08/2011  
**Cease Date:** //

**Name:** JAMIE HUGH BUCKTON 3EQL50918  
**Address:** UNIT 27 1 COOK ROAD CENTENNIAL PARK NSW 2021  
**Birth Details:** 24/08/1969 SYDNEY NSW  
**Appointment Date:** 06/12/2022  
**Cease Date:** //

**Name:** JOSEPHINE ANNE LANE 3EQL50918  
**Address:** 16 THE CIRCLET RATHMINES NSW 2283  
**Birth Details:** 31/03/1962 MELBOURNE VIC  
**Appointment Date:** 06/12/2022  
**Cease Date:** //

## Secretary

**Name:** DAVID GEORGE TERRY 0EFE54757  
**Address:** 180 MALABAR ROAD SOUTH COOGEE NSW 2034  
**Birth Details:** 17/05/1969 SYDNEY NSW  
**Appointment Date:** 15/11/2018  
**Cease Date:** //

**Name:** JOSEPHINE ANNE LANE 3ETX99278  
**Address:** 16 THE CIRCLET RATHMINES NSW 2283  
**Birth Details:** 31/03/1962 MELBOURNE VIC

**Appointment Date:** 23/01/2023  
**Cease Date:** //

### Appointed Auditor

**Name:** DOMENIC ANTHONY CUTRUPI 7E4686956  
**Address:** CBC PARTNERS PTY LTD LEVEL 11 22 MARKET STREET SYDNEY NSW 2000 (FR 2011)  
**Birth Details:**  
**Appointment Date:** 15/02/2012  
**Cease Date:** //

### - Share Structure -

#### Current

**Class:** ORDINARY SHARES 027321348  
**Number of Shares Issued:** 100000  
**Total Amount Paid / Taken to be Paid:** \$20,250,108.00  
**Total Amount Due and Payable:** \$0.00

---

**Note:**

For each class of shares issued by a company, ASIC records the details of the 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 twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

---

### - Share/Interest Holding -

### - External Administration Documents -

There are no external administration documents held for this organisation.

### - Charges -

There are no charges held for this organisation.

**Notes:**

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced. At that time ASIC transferred all details of current charges to the PPS Registrar. ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, [www.ppsr.gov.au](http://www.ppsr.gov.au). InfoTrack may cap documents for on-file searches to 250.

## - Document List -

### Notes:

\* Documents already listed under Registered Charges are not repeated here.

\* Data from Documents with no Date Processed are not included in this Extract.

\* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.

\* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

\* In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
484 484E	08/02/2023	08/02/2023	2	08/02/2023	3ETX99278
	Change to Company Details Appointment or Cessation of A Company Officeholder				
388 388A	23/12/2022	23/12/2022	27	30/06/2022	7EBZ89472
	Financial Report Financial Report - Public Company Or Disclosing Entity				
484 484E	22/12/2022	22/12/2022	3	22/12/2022	3EQL50918
	Change to Company Details Appointment or Cessation of A Company Officeholder				
388 388A	08/02/2022	08/02/2022	27	30/06/2021	7EBP51212
	Financial Report Financial Report - Public Company Or Disclosing Entity				
484 484A1	19/10/2021	19/10/2021	2	19/10/2021	9EAA55624
	Change to Company Details Change Officeholder Name Or Address				
205 205J	09/02/2021	05/07/2021	53	07/12/2020	031065620
	Notification of Resolution Altering The Constitution				
388 388A	18/12/2020	18/12/2020	28	30/06/2020	7EBD34098
	Financial Report Financial Report - Public Company Or Disclosing Entity				
484 484E	07/12/2020	07/12/2020	2	07/12/2020	7EBC91598
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484E	19/12/2019	19/12/2019	2	19/12/2019	0EZR34900
	Change to Company Details Appointment or Cessation of A Company Officeholder				
388 388A	18/10/2019	18/10/2019	26	30/06/2019	7EAQ42906
	Financial Report Financial Report - Public Company Or Disclosing Entity				

205	09/08/2019	09/08/2019	4	15/11/2018	030618157
205J	Notification of Resolution Altering The Constitution				
205	07/08/2019	08/08/2019	6	28/05/2012	030618109
205J	Notification of Resolution Altering The Constitution				
484	05/03/2019	05/03/2019	2	05/03/2019	0EHQ40825
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	11/12/2018	11/12/2018	3	11/12/2018	0EFE54757
484	Change to Company Details				
484B	Change of Registered Address				
484C	Change of Principal Place of Business (Address)				
484E	Appointment or Cessation of a Company Officeholder				
388	30/10/2018	30/10/2018	25	30/06/2018	7EAF51997
388A	Financial Report Financial Report - Public Company Or Disclosing Entity				
484	19/10/2018	19/10/2018	2	19/10/2018	7EAF22651
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
388	30/11/2017	30/11/2017	24	30/06/2017	7E9700699
388A	Financial Report Financial Report - Public Company Or Disclosing Entity				
205	21/12/2016	20/01/2017	5	28/11/2016	029815661
205J	Notification of Resolution Altering The Constitution				
484	21/12/2016	21/12/2016	2	14/12/2016	2E7219839
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
388	29/11/2016	29/11/2016	29	30/06/2016	7E8571355
388A	Financial Report Financial Report - Public Company Or Disclosing Entity				
388	04/02/2016	04/02/2016	27	30/06/2015	7E7672217
388A	Financial Report Financial Report - Public Company Or Disclosing Entity				
484	15/01/2016	15/01/2016	2	15/01/2016	9E0002126
484A1	Change to Company Details Change Officeholder Name Or Address				
902	11/01/2016	18/01/2016	2	09/08/2011	029348810
902	Supplementary Document Alters 7E3 869 487				

484	07/01/2016	07/01/2016	3	10/12/2015	2E2955558
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
388	31/10/2014	31/10/2014	29	30/06/2014	7E6488080
388A	Financial Report Financial Report - Public Company Or Disclosing Entity				
484	11/02/2014	12/02/2014	2	12/02/2014	028884157
484A1	Change to Company Details Change Officeholder Name Or Address				
484	08/11/2013	13/11/2013	3	08/11/2013	028764363
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
388	09/10/2013	09/10/2013	28	30/06/2013	7E5565221
388A	Financial Report Financial Report - Public Company Or Disclosing Entity				
484	17/09/2013	17/09/2013	2	17/09/2013	028662994
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
484	13/03/2013	12/04/2013	4	14/03/2013	028430214
484	Change to Company Details				
484B	Change of Registered Address				
484C	Change of Principal Place of Business (Address)				
205	20/02/2013	20/02/2013	4	26/11/2012	028360970
205J	Notification of Resolution Altering The Constitution				
484	11/02/2013	12/02/2013	3	12/02/2013	1F0451353
484E	Change to Company Details Appointment or Cessation of A Company Officeholder				
388	09/11/2012	09/11/2012	28	30/06/2012	7E4838422
388A	Financial Report Financial Report - Public Company Or Disclosing Entity				
484	05/11/2012	07/11/2012	4	06/11/2012	026613793
484	Change to Company Details				
484B	Change of Registered Address				
484C	Change of Principal Place of Business (Address)				
484E	Appointment or Cessation of a Company Officeholder				
388	30/08/2012	30/08/2012	28	30/06/2011	7E4686956
388	Financial Report				
388A	Financial Report - Public Company or Disclosing Entity				
388E	Company - Appoint Change Name/address of Auditor				
902	28/08/2012	03/09/2012	2	14/10/2010	028252479

902	Supplementary Document				
	Alters 027 321 348				
484	19/03/2012	19/03/2012	2	19/03/2012	7E4340964
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	15/08/2011	15/08/2011	2	15/08/2011	7E3881753
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	15/08/2011	15/08/2011	2	15/08/2011	7E3880563
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	09/08/2011	09/08/2011	2	09/08/2011	7E3869703
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	09/08/2011	09/08/2011	3	09/08/2011	7E3869487
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
	Altered by 029 348 810				
484	09/08/2011	09/08/2011	3	09/08/2011	7E3869362
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	06/05/2011	06/05/2011	2	06/05/2011	7E3649253
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	06/05/2011	06/05/2011	2	06/05/2011	7E3649209
484	CHANGE TO COMPANY DETAILS				
484B	CHANGE OF REGISTERED ADDRESS				
484C	CHANGE OF PRINCIPAL PLACE OF BUSINESS (ADDRESS)				
218	16/03/2011	29/03/2011	51	16/03/2011	027289350
218	CONSTITUTION OF COMPANY				
205	16/03/2011	29/03/2011	2	11/03/2011	027289349
205J	NOTIFICATION OF RESOLUTION ALTERING THE CONSTITUTION				
218	31/01/2011	01/02/2011	50	31/01/2011	027408642
218	CONSTITUTION OF COMPANY				
205	31/01/2011	01/02/2011	2	25/01/2011	027408643
205	NOTIFICATION OF RESOLUTION				
205C	CONVERTING TO A PUBLIC COMPANY				
205J	ALTERING THE CONSTITUTION				
206	31/01/2011	01/02/2011	2	31/01/2011	027408644

206C	APPLICATION FOR CHANGE OF COMPANY STATUS CONVERSION OF COMPANY FROM PTY TO PUBLIC				
484	25/01/2011	25/01/2011	2	25/01/2011	1E7117941
484E	CHANGE TO COMPANY DETAILS APPOINTMENT OR CESSATION OF A COMPANY OFFICEHOLDER				
484	14/10/2010	14/10/2010	6	14/10/2010	027321348
484	CHANGE TO COMPANY DETAILS				
484G	NOTIFICATION OF SHARE ISSUE				
484O	CHANGES TO SHARE STRUCTURE				
484N	CHANGES TO (MEMBERS) SHARE HOLDINGS				
	Altered by 028 252 479				
201	30/09/2010	30/09/2010	3	30/09/2010	1E6885812
201C	APPLICATION FOR REGISTRATION AS A PROPRIETARY COMPANY				

**- Financial Reports -**

<b>Document No.</b>	<b>Balance Date</b>	<b>Report Due</b>	<b>AGM Due</b>	<b>Extended AGM Due</b>	<b>AGM Held</b>	<b>Outstanding</b>
7E4686956	30/06/2011	31/10/2011	//	//	//	No
7E4838422	30/06/2012	31/10/2012	//	//	//	No
7E5565221	30/06/2013	31/10/2013	//	//	//	No
7E6488080	30/06/2014	31/10/2014	//	//	//	No
7E7672217	30/06/2015	31/10/2015	//	//	//	No
7E8571355	30/06/2016	31/10/2016	//	//	//	No
7E9700699	30/06/2017	31/10/2017	//	//	//	No
7EAF51997	30/06/2018	31/10/2018	//	//	//	No
7EAQ42906	30/06/2019	31/10/2019	//	//	//	No
7EBD34098	30/06/2020	31/10/2020	//	//	//	No
7EBP51212	30/06/2021	31/10/2021	//	//	//	No
7EBZ89472	30/06/2022	31/10/2022	//	//	//	No

**- Company Contact Addresses -**

**- Contact Address for ASIC use only**

**Address:** PO BOX Q285 QUEEN VICTORIA BUILDING NSW 1230  
**Start Date:** 07/12/2020

\*\*\* End of Document \*\*\*

# (creditor)watch

## Credit Report

<b>Name</b>	1 COOK ROAD LIMITED
<b>ABN</b>	70146619427
<b>ACN</b>	146619427
<b>Document Type</b>	Credit Report
<b>Report Generated</b>	28-06-2023 at 12:01
<b>ASIC Extract</b>	Not Included
<b>ASIC Extract Status</b>	Not Included

<b>Credit Report</b>	✓ Included
<b>RiskScore</b>	✓ Included
<b>Payment Rating</b>	✗ Not Included
<b>CW Bankruptcy Check (PIRS)</b>	✗ Not Included
<b>ASIC Data (On File)</b>	✗ Not Included
<b>ASIC Current Extract</b>	✗ Not Included
<b>ASIC Current &amp; Historical</b>	✗ Not Included
<b>PPSR ACN</b>	✗ Not Included
<b>PPSR ABN</b>	✗ Not Included
<b>PPSR Business Name</b>	✗ Not Included
<b>Append Docs Lodged</b>	✓ Included
<b>Append Business Names</b>	✓ Included
<b>Append Credit Enquiries</b>	✓ Included

## Summary

 <p><b>C2 / 563</b> Acceptable Risk</p>	<p><b>17</b> Credit Enquiries</p>	 <p>Registered</p>
 <p>No Registered Defaults</p>	 <p>No Court Actions</p>	 <p>No Mercantile Enquiries</p>
 <p>No ASIC Published Notices</p>	 <p>No Critical ASIC Documents</p>	 <p>Important Cross Directorships Not Available</p>

## Adverse

Risk Category	Risk Level	Risk Overview
		 <p>No Adverse Information Found</p>

## ABR Data

<b>Main Name</b>	1 COOK ROAD LIMITED
<b>ABN</b>	70 146 619 427
<b>Registered Date</b>	30-09-2010
<b>Entity Status</b>	Active
<b>Entity Type</b>	Australian Public Company
<b>GST Status</b>	Registered for GST (from 30-09-2010)
<b>Main Physical Address</b>	NSW 2021 (from 20-09-2022)
<b>ABN Last Updated</b>	20-09-2022

## ASIC Data

<b>Name</b>	1 COOK ROAD LIMITED
<b>Registered Office Address</b>	STUDIO 9 LEVEL 4 35 BUCKINGHAM STREET SURRY HILLS NSW 2010
<b>ACN</b>	146 619 427
<b>Registered Date</b>	30-09-2010
<b>Next Review Date</b>	30-09-2023
<b>Status</b>	Registered
<b>Company Type</b>	Australian Public Company
<b>Class</b>	Limited By Shares
<b>Subclass</b>	Unlisted Public Company
<b>Locality</b>	SURRY HILLS NSW 2010
<b>Regulator</b>	Australian Securities & Investments Commission

## Industry

<b>ANZSIC Classification</b>	Rental, Hiring and Real Estate Services Property Operators and Real Estate Services Property Operators Residential Property Operators
<b>NACE Classification</b>	Buying and selling of own real estate Rental and operating of own or leased real estate

# RiskScore



## RiskScore Information

- C2 credit rating
- 563 out of 850 points
- Risk level **Acceptable**



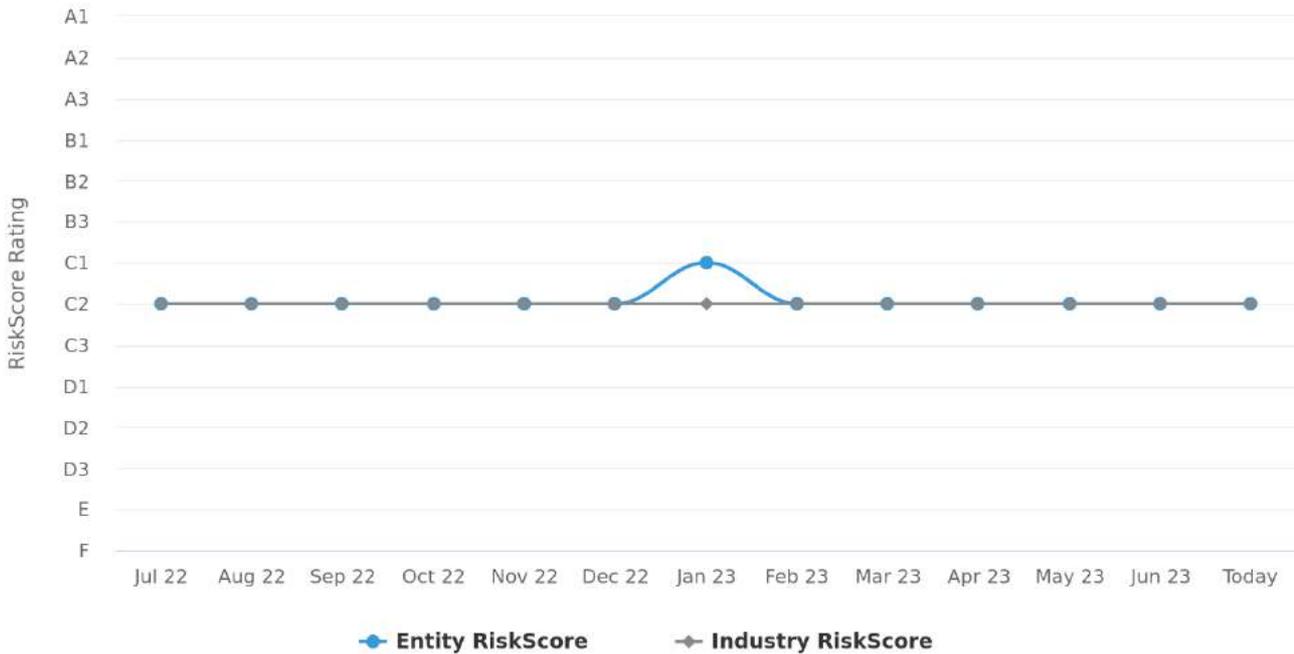
**C2**  
Rating

### RiskScore advice for the C2 Range

Entity has an adequate aptitude to meet credit commitments. Unfavourable business, financial, or economic conditions will likely impair the capacity or willingness to meet financial commitments. Extend terms, closely monitor ongoing payment behaviour.

Entity has a **6.0% to 7.0% chance of default** within the next 12 months.

### RiskScore Historical Information Within the last 12 Months



**i** The CreditorWatch RiskScore is the most advanced algorithm in the market and is designed to ensure you make the right decision. The RiskScore has been developed using the latest machine learning techniques in combination with CreditorWatch’s extensive data. The CreditorWatch RiskScore should be used in partnership with your internal credit procedures and policies.

What is “probability of default”?

This is the likelihood that an entity will NOT be able to meet their financial commitments in the next 12 months eg: pay an invoice.

## Score Recommendations

RiskScore Rating	Risk Level	Recommendation
A1, A2, A3	Very Low	Very strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B1, B2	Low	Strong credit quality based on behavioural and business demographics. Likelihood of default or insolvency is considered very low. Extend terms within consideration.
B3, C1	Neutral	Lower than average default risk for an Australian business. Business demographics and behaviours indicative of low likelihood of default or insolvency in the short to medium term. Extend terms and monitor ongoing payment behaviour.
C2	Acceptable	Average default risk for an Australian business. Standard underwriting criteria and due diligence recommended prior to extending credit. Extend terms, closely monitor ongoing payment behaviour.
C3	Potential Risk	Behaviours and business demographics may indicate increased risk for some businesses in this group. Assessment of the entity's financial position and cashflow is recommended prior to extending material unsecured credit.
D1, D2, D3	High	Risk of default or insolvency is significantly higher than the average for Australian businesses. COD trading highly recommended.
E	Impaired	Entity is highly vulnerable to default or insolvency in the short term.
F	Defaulted	One or more creditors has initiated legal proceedings or other significant actions in response to unpaid debt obligations, or the entity is entering or has entered insolvency.

**i** Please note that the rating and recommendation should be used in partnership with your company's internal credit procedures and policies. The rating should not be used as the sole reason in making decision about the entity.

## Credit Enquiries

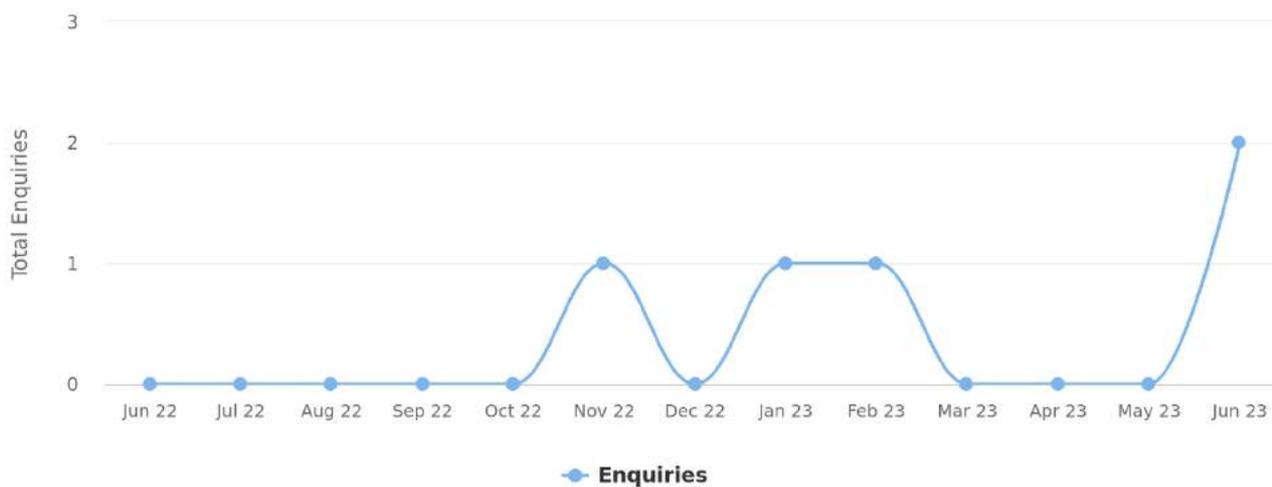


**17**  
Last 5 Years



**5**  
Last 12 Months

**Credit Enquiries**  
Within the last 12 Months



### Enquiries Ordered by Industry

Industry (ANZSIC Division)	No of Enquiries
Information Media and Telecommunications (J)	3
Professional, Scientific and Technical Services (M)	2
<b>Total Enquiries (within the last 12 months)</b>	<b>5</b>

### Enquiries Ordered by Date

Industry (ANZSIC Division)	Date
Information Media and Telecommunications (J)	28-06-2023
Information Media and Telecommunications (J)	01-06-2023
Professional, Scientific and Technical Services (M)	13-02-2023
Professional, Scientific and Technical Services (M)	13-01-2023
Information Media and Telecommunications (J)	08-11-2022

**i** Credit enquiries provide an indication of the number of times an entity's credit file has been accessed. For credit enquiries performed in the last 12 months, the date of the enquiry and the industry of the business, sole trader or individual performing the credit enquiry is detailed in the graph and table.

# Risk Data

## Court Actions

Court Details	Plaintiff	Action	Nature of the Claim	Amount
 No Court Actions				

**i** CreditorWatch aggregate data from courts around Australia to provide a summary of court actions against an entity. When available, details of the action include location, case number, state, plaintiff, nature of the claim, action type and dollar amount.

## Payment Defaults

Added	Invoice Due	Submitted By	Amount	Status
 No Payment Defaults Lodged				

**i** A default indicates that the debtor has failed to make a payment for goods or services. Payment Defaults are unique to CreditorWatch and can have one of three statuses: outstanding, partial payment or settled.

## Tax Defaults

Date Added	Date Updated	Submitted By	Status	Amount
 No Tax Defaults Lodged				

**i** A tax default indicates that a business has overdue tax payments and has failed to respond to a notice of disclosure by The Australian Taxation Office (ATO). Tax defaults are only lodged on debts that are over 90 days overdue and are over a value of \$100,000.

## Mercantile Enquiries

Enquiry Date	Mercantile Agent
 No Mercantile Enquiries Lodged	

**i** A Mercantile enquiry is an indication that a mercantile agency (or debt collection agency) has conducted an enquiry on this entity for the purpose of debt collection.

# Business Names

## Registered Business Index

Business Name	Status	Registered Number	Address
There are no business name extracts registered to this company			

## Registered Business Names

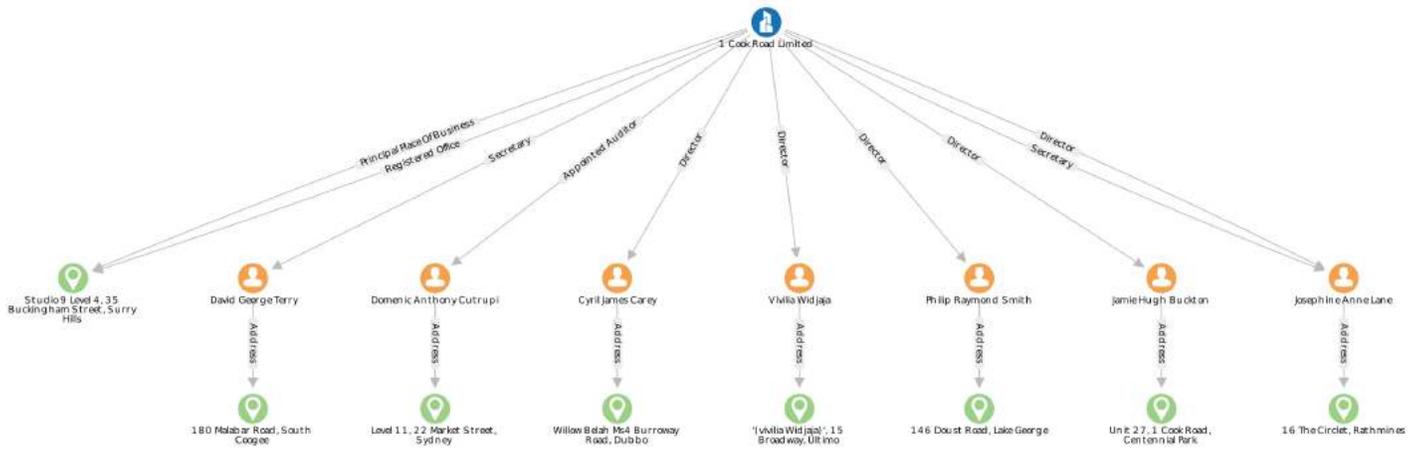
Name	Business Name Type	Source
1 COOK ROAD LIMITED	Main Name	ABR
1 Cook Road Pty Ltd	Main Name	ABR
1 COOK ROAD PTY LTD	Former Name	ASIC

**i** Business names are derived from two data sources, one of which is basic information provided by ABR. The other comes from the business names extract index which, when available, includes the owner of the business name and registered business address.

# Appendix

## Disclaimer

CreditorWatch is committed to ensuring that the information provided is accurate and comprehensive however due to data being received from sources not controlled by CreditorWatch we cannot guarantee that it is complete, verified or free of errors. To the extent permitted by law, CreditorWatch will not be held responsible for any errors or omissions therein concerning the information sourced and published in its publications, websites, API or emails.



# **1 Cook Road Limited**

**ABN 70 146 619 427**

**Financial Statement**

**For the Year Ended 30 June 2022**

# 1 Cook Road Limited

ABN 70 146 619 427

## Directors' Report

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## **1 Cook Road Limited**

ABN 70 146 619 427

### **Directors' Report**

Your Directors present their report on the company for the financial year ended 30 June 2022.

#### Information on Directors

Philip Raymond Smith

Responsibility: Current Chairman

Qualification: Lawyer

Experience: appointed 9 August 2011

David John Sheridan-Wall

Responsibility: Director

Qualification: Artist Management

Experience: appointed 9 August 2011

Eva Byron

Responsibility: Director

Qualification: Administration Opera House

Experience: appointed 9 August 2011

Vivilla Widjaja

Responsibility: Director

Qualification: Psychologist

Experience: appointed 15 November 2018

Cyril James Carey

Responsibility: Director

Qualification: Director

Experience: appointed 11 February 2019

Directors have been in office since the start of the financial year to the date of this report unless otherwise stated.

#### **Company Secretary**

The following person held the position of company secretary at the year end of the financial year:

David George Terry

#### **Principal Activities**

The principal activity of the company during the financial year was the operation on a multi level building of private residences.

#### **Review of Operations**

The company will continue to operate in the current manner. There are no significant matters forecast in the immediate future. Both Administrative and Capital Works funds are reviewed regularly by Directors.

# 1 Cook Road Limited

ABN 70 146 619 427

## Directors' Report

### Dividends

No dividends were paid during the year and no recommendation is made as to dividends.

### Options

No options over issued shares or interest in the company were granted during or since the end of the financial year and there were no options outstanding at the date of this report.

No shares were issued during or since the end of the year as a result of the exercise of an option over unissued shares or interests.

### Significant Changes in State of Affairs

No significant changes in the company's state of affairs occurred during the financial year.

### Events Occurring After Reporting Period

Subsequent to year-end, the Company has been indirectly impacted by the effects of the worldwide coronavirus (COVID-19) pandemic. The Company is closely monitoring its current operations, liquidity, and other resources and is actively working to minimise the current and future impact of this unprecedented situation.

The financial report was authorised for issue on 7th November 2022 by the Board of Directors. As of the date of issuance of this financial report, COVID-19's full impact to the Company's financial position is not known.

Other than the issues described in preceding paragraphs, no matters or circumstances have arisen since the end of the financial year which significantly affected or may significantly affect the operations of the Company, the results of those operations or the state of affairs of the Company in future financial years.

### Likely Developments and Expected Results of Operations

It is intended to continue the company's activities on a similar basis to the past financial year.

### Environmental Regulation

The company's operations are not regulated by any significant environmental regulation under a law of the Commonwealth or of a State or Territory.

### Meetings of Directors

During the financial year 2 meetings of directors were held. Attendance by each director during the year were as follows:

	Number of Eligible to attend	Number attended
Philip Smith	2	2
Cyril Carey	2	2
David Sherridan-Wall	2	1
Eva Byron	2	2
Vivilia Widjaja	2	2

**1 Cook Road Limited**

ABN 70 146 619 427

**Directors' Report**

**Directors and Officers Indemnification Insurance**

Directors' indemnity premiums have been provided for and paid by the company during the year to insure the directors against liabilities for costs and expenses incurred by them in defending any legal proceedings arising out of their conduct while acting in the capacity of director of the company.

**Proceedings on Behalf of Company**

No person has applied for leave of court to bring proceedings on behalf of the company or intervene in any proceedings to which the company is a party for the purpose of taking responsibility on behalf of the company for all or any part of those proceedings. The company was not a party to any such proceedings during the year.

**Auditor's Independence Declaration**

A copy of the auditor's independence declaration as required under S 307C of the Corporations Act 2001 is set out on page 4.

This report is signed in accordance with a resolution of the Board of Directors.



.....  
Name  
Director

  
.....

Name  
Director

Dated in Sydney, this    day of November 2022



Econ Audit & Assurance Services Pty Ltd

+61 2 9266 2200

economos.com.au

PO Box O285

## **1 Cook Road Limited**

ABN 70 146 619 427

### **Auditors Independence Declaration under Section 307C of the Corporations Act 2001**

I declare that, to the best of my knowledge and belief, during the year ended 30 June 2022, there have been:

- (i) no contraventions of the auditor independence requirements as set out in the Corporations Act 2001 in relation to the audit; and
- (ii) no contraventions of any applicable code of professional conduct in relation to the audit.

This declaration is in respect of 1 Cook Road Limited.

**ECON AUDIT AND ASSURANCE SERVICES PTY LTD**

**GEORGE VENARDOS**  
Director

Dated in Sydney this 7th day of November 2022

**1 Cook Road Limited**

ABN 70 146 619 427

**Statement of Profit or Loss and Other Comprehensive Income**

For the Year Ended 30 June 2022

	Note	2022 \$	2021 \$
Revenue	2	260,000	259,002
Other income	2	37,247	52,884
Management fees		(15,643)	(15,925)
Other expense		(189,863)	(168,244)
<b>Profit before income tax</b>		<b>91,741</b>	<b>127,717</b>
Income tax expense	3	(780)	(2,340)
<b>Profit for the year</b>		<b>90,961</b>	<b>125,377</b>
Other comprehensive income, net of income tax		-	-
<b>Total comprehensive income for the year</b>		<b>90,961</b>	<b>125,377</b>

The accompanying notes form part of these financial statements.

**1 Cook Road Limited**

ABN 70 146 619 427

**Statement of Financial Position**

As at 30 June 2022

	Note	2022 \$	2021 \$
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	5	490,114	394,240
Trade and other receivables	6	13,105	17,753
Financial Assets	7	251,224	250,822
<b>TOTAL CURRENT ASSETS</b>		<b>754,443</b>	<b>662,815</b>
<b>NON-CURRENT ASSETS</b>			
Property, plant and equipment	8	20,250,108	20,250,108
<b>TOTAL NON-CURRENT ASSETS</b>		<b>20,250,108</b>	<b>20,250,108</b>
<b>TOTAL ASSETS</b>		<b>21,004,551</b>	<b>20,912,923</b>
<b>LIABILITIES</b>			
<b>CURRENT LIABILITIES</b>			
Trade and other payables	10	13,564	20,076
Current tax liabilities	9	14,275	9,297
Other liabilities	11	2,617	416
<b>TOTAL CURRENT LIABILITIES</b>		<b>30,456</b>	<b>29,789</b>
<b>TOTAL LIABILITIES</b>		<b>30,456</b>	<b>29,789</b>
<b>NET ASSETS</b>		<b>20,974,095</b>	<b>20,883,134</b>
<b>EQUITY</b>			
Issued capital	12	20,250,108	20,250,108
Retained earnings		723,987	633,026
<b>TOTAL EQUITY</b>		<b>20,974,095</b>	<b>20,883,134</b>

The accompanying notes form part of these financial statements.

**1 Cook Road Limited**

ABN 70 146 619 427

**Statement of Changes in Equity**

For the Year Ended 30 June 2022

2022	Issued Capital \$	Retained Earnings \$	Total \$
Balance at 1 July 2021	20,250,108	633,026	20,883,134
Profit attributable to members of the entity	-	90,961	90,961
Balance at 30 June 2022	20,250,108	723,987	20,974,095

2021	Ordinary Shares \$	Retained Earnings \$	Total \$
Balance at 1 July 2020	20,250,108	507,649	20,757,757
Profit attributable to members of the entity	-	125,377	125,377
Balance at 30 June 2021	20,250,108	633,026	20,883,134

The accompanying notes form part of these financial statements.

**1 Cook Road Limited**

ABN 70 146 619 427

**Statement of Cash Flows**

For the Year Ended 30 June 2022

	2022	2021
Note	\$	\$
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Receipts from customers	298,309	312,593
Payments to suppliers and employees	(209,817)	(174,738)
Interest received	3,586	7,365
Income tax paid	4,198	(2,793)
Net cash provided by operating activities	13 <u>96,276</u>	<u>142,427</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Payment for investment in term deposit	<u>(402)</u>	<u>(50,882)</u>
Net cash used in investing activities	<u>(402)</u>	<u>(50,882)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Dividend Paid	<u>-</u>	<u>-</u>
Net cash provided by financing activities	<u>-</u>	<u>-</u>
<b>Net increase / (decrease) in cash held</b>	<b>95,874</b>	<b>91,605</b>
<b>Cash and cash equivalents at beginning of financial year</b>	<b><u>394,240</u></b>	<b><u>302,635</u></b>
<b>Cash and cash equivalents at end of financial year</b>	<b>5 <u><u>490,114</u></u></b>	<b><u><u>394,240</u></u></b>

The accompanying notes form part of these financial statements.

# 1 Cook Road Limited

ABN 70 146 619 427

## Notes to the Financial Statements For the Year Ended 30 June 2022

### NOTE 1: Summary of Significant Accounting Policies

#### Basis of Preparation

The financial statements are general purpose financial statements that have been prepared in accordance with Australian Accounting Standards – Simplified Disclosures of the Australian Accounting Standards Board (AASB), and the *Corporations Act 2001*. The company is a for-profit entity for financial reporting purposes under Australian Accounting Standards.

Australian Accounting Standards set out accounting policies that the AASB has concluded would result in financial statements containing relevant and reliable information about transactions, events and conditions. Material accounting policies adopted in the preparation of the financial statements are presented below and have been consistently applied unless stated otherwise.

The financial statements, except for the cash flow information, have been prepared on an accruals basis and are based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and financial liabilities. The amounts presented in the financial statements have been rounded to the nearest dollar.

The financial statements were authorised for issue on 7 November 2022 by the Directors of the Company.

#### Accounting Policies

##### (a) Income Tax

The income tax expense/ (income) for the year comprises current income tax expense (income) and deferred income tax expense/ (income).

Current income tax expense charged to the profit or loss is the tax payable on taxable income. Current tax liabilities/ (assets) are therefore measured at the amounts expected to be paid to/ (recovered from) the relevant taxation authority.

Deferred income tax expense reflects movements in deferred tax asset and deferred tax liability balances during the year as well as unused tax losses.

Current and deferred income tax expense/ (income) is charged or credited outside profit or loss when the tax relates to items that are recognised outside profit or loss.

Except for business combinations, no deferred income tax is recognised from the initial recognition of an asset or liability where there is no effect on accounting or taxable profit or loss.

Deferred tax assets and liabilities are calculated at the tax rates that are expected to apply to the period when the asset is realised or the liability is settled, and their measurement also reflects the manner in which management expects to recover or settle the carrying amount of the related asset or liability. With respect to non-depreciable items of plant, property and equipment measured at fair value and items of investment property measured at fair value, the related deferred tax liability or deferred tax asset is measured on the basis that the carrying amount of the asset will be recovered entirely through sale. Where an investment property that is depreciable is held by the company in a business model whose objective is to consume substantially all of the economic benefits embodied in the property through use over time (rather than through sale), the related deferred tax liability or deferred tax asset is measured on the basis that the carrying amount of such property will be recovered entirely through use.

# 1 Cook Road Limited

ABN 70 146 619 427

## Notes to the Financial Statements

For the Year Ended 30 June 2022

### NOTE 1: Summary of Significant Accounting Policies (*continued*)

#### (a) Income Tax (*continued*)

Deferred tax assets relating to temporary differences and unused tax losses are recognised only to the extent that it is probable that future taxable profit will be available against which the benefits of the deferred tax asset can be utilised.

Where temporary differences exist in relation to investments in subsidiaries, branches, associates, and joint ventures, deferred tax assets and liabilities are not recognised where the timing of the reversal of the temporary difference can be controlled and it is not probable that the reversal will occur in the foreseeable future.

Current tax assets and liabilities are offset where a legally enforceable right of set-off exists and it is intended that net settlement or simultaneous realisation and settlement of the respective asset and liability will occur. Deferred tax assets and liabilities are offset where: (a) a legally enforceable right of set-off exists; and (b) the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority on either the same taxable entity or different taxable entities, where it is intended that net settlement or simultaneous realisation and settlement of the respective asset and liability will occur in future periods in which significant amounts of deferred tax assets or liabilities are expected to be recovered or settled.

#### (b) Property, Plant and Equipment

Land and Buildings are measured on the cost basis. In the event the carrying amount of land and building is less than its estimated recoverable amount, the carrying amount is written down immediately to its estimated recoverable amount and impairment losses are recognised. A formal assessment of recoverable amount is made when impairment indicators are present.

#### (c) Financial Instruments

##### Initial recognition and measurement

Financial assets and financial liabilities are recognised when the entity becomes a party to the contractual provisions to the instrument. For financial assets, this is the equivalent to the date that the company commits itself to either the purchase or sale of the asset (i.e. trade date accounting is adopted)

Financial instruments are initially measured at fair value plus transactions costs, except where the instrument is classified "at fair value through profit or loss", in which case transaction costs are recognised immediately as expenses in profit or loss.

##### Classification and subsequent measurement

Financial instruments are subsequently measured at fair value, amortised cost using the effective interest rate method, or cost. Where available, quoted prices in an active market are used to determine fair value. In other circumstances, valuation techniques are adopted.

**Amortised cost** is calculated as the amount at which the financial asset or financial liability is measured at initial recognition; less principal repayments and any reduction for impairment, and adjusted for any cumulative amortisation of the difference between that initial amount and the maturity amount calculated using the **effective interest method**.

# 1 Cook Road Limited

ABN 70 146 619 427

## Notes to the Financial Statements For the Year Ended 30 June 2022

### NOTE 1: Summary of Significant Accounting Policies (*continued*)

The *effective interest method* is used to allocate interest income or interest expense over the relevant period and is equivalent to the rate that exactly discounts estimated future cash payments or receipts (including fees, transaction costs and other premiums or discounts) through the expected life (or when this cannot be reliably predicted, the contractual term) of the financial instrument to the net carrying amount of the financial asset or financial liability. Revisions to expected future net cash flows will necessitate an adjustment to the carrying value with a consequential recognition of an income or expense item in profit or loss.

The company does not designate any interests in subsidiaries, associates or joint venture entities as being subject to the requirements of Accounting Standards specifically applicable to financial instruments. Accordingly, such interests are accounted for on a cost basis in the parent's separate financial statements.

#### (i) *Financial assets at fair value through profit or loss*

Financial assets are classified as "fair value through profit or loss" when they are held for trading for the purpose of short-term profit taking, derivatives not held for hedging purposes, or where they are designated as such to avoid an accounting mismatch or to enable performance evaluation where a group of financial assets is managed by key management personnel on a fair value basis in accordance with a documented risk management or investment strategy. Such assets are subsequently measured at fair value with changes in carrying amount being included in profit or loss.

#### (ii) *Loans and receivables*

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are subsequently measured at amortised cost. Gain or losses are recognised in profit or loss through the amortisation process and when the financial asset is derecognised.

#### (iii) *Financial liabilities*

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortised cost. Gains or losses are recognised in profit or loss through the amortisation process and when the financial liability is derecognised.

## **1 Cook Road Limited**

ABN 70 146 619 427

### **Notes to the Financial Statements**

**For the Year Ended 30 June 2022**

#### **NOTE 1: Summary of Significant Accounting Policies (*continued*)**

##### **Impairment**

At the end of each reporting period, the company assesses whether there is objective evidence that a financial asset has been impaired. A financial asset (or a group of financial assets) is deemed to be impaired if, and only if, there is objective evidence of impairment as a result of one or more events (a "loss event") having occurred, which has an impact on the estimated future cash flows of the financial asset(s).

In the case of available-for-sale financial assets, a significant or prolonged decline in the market value of the instrument is considered to constitute a loss event. Impairment losses are recognised in profit or loss immediately. Also, any cumulative decline in fair value previously recognised in other comprehensive income is reclassified into profit or loss at this point.

In the case of financial assets carried at amortised cost, loss events may include: indications that the debtors or a group of debtors are expecting significant financial difficulty, default or delinquency in interest or principal payment; indications that they will enter bankruptcy or other financial reorganisation; and changes in arrears or economic conditions that correlate with defaults.

When the terms of financial assets that would otherwise have been past due or impaired have been renegotiated, the company recognises the impairment for such financial assets by taking into account the original terms as if the terms have not been renegotiated so that the loss events that have occurred are duly considered.

# 1 Cook Road Limited

ABN 70 146 619 427

## Notes to the Financial Statements For the Year Ended 30 June 2022

### NOTE 1: Summary of Significant Accounting Policies (*continued*)

#### (d) Impairment of Assets

At the end of each reporting period, the company assesses whether there is any indication that an asset may be impaired. The assessment will include the consideration of external and internal sources of information. If such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, to the asset's carrying amount. Any excess of the asset's carrying value over its recoverable amount is recognised immediately in profit or loss unless the asset is carried at a revalued amount in accordance with another Standard. Any impairment loss of a revalued asset is treated as a revaluation decrease in accordance with that other Standard.

Where it is not possible to estimate the recoverable amount of an individual asset, the company estimates the recoverable amount of the cash generating unit to which the asset belongs.

Impairment testing is performed annually for goodwill and intangible assets with indefinite lives.

#### (e) Provisions

Provisions are recognised when the company has a legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result, and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

#### (f) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term highly liquid investments with original maturities of three months or less, and bank overdrafts. Bank overdrafts are shown within short-term borrowings in current liabilities in the statement of financial position.

#### (g) Revenue and other Income

The core principle of AASB 15 is that revenue is recognised on a basis that reflects the transfer of promised goods or services to customers at an amount that reflects the consideration the Company expects to receive in exchange for those goods or services. Revenue is recognised by applying a five-step model as follows:

1. Identify the contract with the customer
2. Identify the performance obligations
3. Determine the transaction price
4. Allocate the transaction price to the performance obligations
5. Recognise revenue as and when control of the performance obligations is transferred

Generally the timing of the payment for sale of goods and rendering of services corresponds closely to the timing of satisfaction of the performance obligations, however where there is a difference, it will result in the recognition of a receivable, contract asset or contract liability.

# 1 Cook Road Limited

ABN 70 146 619 427

## Notes to the Financial Statements For the Year Ended 30 June 2022

### NOTE 1: Summary of Significant Accounting Policies (*continued*)

#### (g) Revenue and other Income (*continued*)

None of the revenue streams of the Company have any significant financing terms as there is less than twelve (12) months between receipt of funds and satisfaction of performance obligations.

Other income is recognised on an accruals basis when the Company is entitled to it.

#### (h) Financial Assets

Term deposits with a maturity greater than three (3) months from year end are determined to be financial assets.

#### (i) Trade and Other payables

Trade and other payables represent the liabilities for goods and services received by the company during the reporting period that remain unpaid at the end of reporting period. The balance is recognised as a current liability with amounts normally paid within 30 days of recognition of the liability.

#### (j) Goods and Services Tax (GST)

Revenues, expenses, and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Tax Office (ATO).

Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with other receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST component of cash flow arising from investing and financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows included in receipts from customers or payments to supplies.

#### (k) Comparative Figures

When required by Accounting Standards, comparative figures have been adjusted to conform to changes in presentation for the current financial year.

#### (l) Critical Accounting Estimates and Judgments

The directors evaluate estimates and judgments incorporated into the financial statements based on historical knowledge and best available current information. Estimates assume a reasonable expectation of future events and are based on current trends and economic data, obtained both externally and within the group.

#### (m) Fair Value of Assets and Liabilities

The company measures some of its assets and liabilities at fair value on either a recurring or non-recurring basis, depending on the requirements of the applicable Accounting Standard.

# 1 Cook Road Limited

ABN 70 146 619 427

## Notes to the Financial Statements For the Year Ended 30 June 2022

### NOTE 1: Summary of Significant Accounting Policies (continued)

#### (m) Fair Value of Assets and Liabilities (continued)

"Fair Value" is the price the company would receive to sell an asset or would have to pay to transfer a liability in an orderly transaction between independent, knowledgeable, and willing market participants at the measurement date.

As fair value is a market-based measure, the closest equivalent observable market pricing information is used to determine fair value. Adjustments to market values may be made having regard to the characteristics of the specific asset or liability. The fair values of assets and liabilities that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data.

To the extent possible, market information is extracted from the principal market for the asset or liability (i.e., the market with the greatest volume and level of activity for the asset or liability). In the absence of such a market, market information is extracted from the most advantageous market available to the entity at the end of the reporting period (i.e., the market that maximises the receipts from the sale of the assets or minimises the payments made to transfer the liability, after taking into account transaction costs and transport cost).

For non-financial assets, the fair value measurement also takes into account a market participant's ability to use the asset in its highest and best use or to sell it to another participant that would use the asset in its highest and best use.

The fair value of liabilities and the entity's own equity instruments (excluding those related to share-based payment arrangements) may be valued, where there is no observable market price in relation to the transfer of such financial instruments, by reference to observable market information where such instruments are held as assets. Where this information is not available, other valuation techniques are adopted and, where significant, are detailed in the respective note to the financial statements.

### NOTE 2: Revenue and Other Income

	2022	2021
	\$	\$
Revenue		
Administrative Fund Levies	110,000	109,001
Capital Works Fund Levies	150,000	150,001
<b>Total Revenue</b>	<b>260,000</b>	<b>259,002</b>
Other Income		
Interest Received	3,586	7,365
Rent Received	31,961	37,665
Other Income	1,700	7,854
<b>Total Other Income</b>	<b>37,247</b>	<b>52,884</b>
<b>Total Revenue and Other Income</b>	<b>297,247</b>	<b>311,886</b>

# 1 Cook Road Limited

ABN 70 146 619 427

## Notes to the Financial Statements For the Year Ended 30 June 2022

### NOTE 3: Income Tax Expense

	2022	2021
	\$	\$
The components of income tax expense comprise:		
Current Income Tax	780	2,340
	<u>780</u>	<u>2,340</u>
The prima facie tax payable on profit from ordinary activity before income tax is reconciled to Income tax as follows:		
Prima facie tax payable on profit from ordinary activity before income tax at 30% (2022: 30%)	32,872	40,373
Exclusion of net exempt amounts	(23,790)	(28,261)
PAYG Instalments	(9,082)	(9,772)
	<u>780</u>	<u>2,340</u>
Income tax expense attributable to profit from ordinary activities	780	2,340

### NOTE 4: Auditors' Remuneration

	2022	2021
	\$	\$
Remuneration of the auditor:		
Audit of the financial report	2,160	3,710
Other services	500	220
	<u>2,660</u>	<u>3,930</u>

### NOTE 5: Cash and Cash Equivalents

	2022	2021
	\$	\$
Cash at bank	140,114	194,240
Term deposit- short term	350,000	200,000
	<u>490,114</u>	<u>394,240</u>

Short-term investment represents a Term Deposit with Macquarie Bank. This investment earns interest between 0.60% to 1.05% (2021: 0.50%) p.a. and matures within three (3) months after year end.

# 1 Cook Road Limited

ABN 70 146 619 427

## Notes to the Financial Statements For the Year Ended 30 June 2022

### NOTE 6: Trade and Other Receivables

	2022	2021
	\$	\$
CURRENT		
Levies in arrears	13,105	17,753
Other receivables	-	-
	<u>13,105</u>	<u>17,753</u>

### NOTE 7: Financial Assets

	2022	2021
	\$	\$
Term deposit-medium term	<u>251,224</u>	<u>250,822</u>
	<u>251,224</u>	<u>250,822</u>

Medium-term investment represents a Term Deposit with Macquarie Bank. This investment earns interest between 0.55% to 1.90% (2021: 0.40% to 0.50%) p.a. and matures within six (6) months after year end.

### NOTE 8: Property, Plant and Equipment

	2022	2021
	\$	\$
NON- CURRENT		
Land and Buildings	<u>20,250,108</u>	<u>20,250,108</u>

Land and Buildings are measured equivalent to the issued capital of the Company. In the event the carrying amount of land and building is less than its estimated recoverable amount, the carrying amount is written down immediately to its estimated recoverable amount and impairment losses are recognised. A formal assessment of recoverable amount is made when impairment indicators are present.

### NOTE 9: Tax

	2022	2021
	\$	\$
CURRENT		
Provision for income tax	<u>14,275</u>	<u>9,297</u>

# 1 Cook Road Limited

ABN 70 146 619 427

## Notes to the Financial Statements For the Year Ended 30 June 2022

### NOTE 10: Trade and Other Payable

	2022	2021
	\$	\$
CURRENT		
Other payable & accruals	2,299	180
GST clearing account	11,265	19,896
<b>Total trade and other payables</b>	<b>13,564</b>	<b>20,076</b>

### NOTE 11: Other liabilities

	2022	2021
	\$	\$
CURRENT		
Levies in advance	2,617	416

### NOTE 12: Issued Capital

	2022	2021
	\$	\$
100,000 Ordinary shares	20,250,108	20,250,108

Ordinary shares participate in dividends and the proceeds on winding up of the entity in proportion to the number of shares held.

At the shareholders meetings each ordinary share is entitled to one vote when a poll is called, otherwise each shareholder has one vote on a show of hands.

# 1 Cook Road Limited

ABN 70 146 619 427

## Notes to the Financial Statements For the Year Ended 30 June 2022

### NOTE 13: Cash Flow Information

#### Reconciliation of Cash Flow from Operations with Profit after Income Tax

	2022	2021
	\$	\$
Profit for the year	90,961	125,377
Cash flows excluded from profit attributable to operating activities		
Non-cash flows in profit		
- Loss/ (profit) on disposal of non-current assets	-	-
Changes in assets and liabilities		
- Decrease/(increase) in receivables	4,648	8,072
- Decrease/(increase) in income tax payable	4,978	(453)
- Increase/ (Decrease) in other payables	(6,512)	10,342
- Decrease/(increase) in income in advance	2,201	(911)
	<u>96,276</u>	<u>142,427</u>

### NOTE 14: Events Occurring After Reporting Period

Subsequent to year-end, the Company has been indirectly impacted by the effects of the worldwide coronavirus (COVID-19) pandemic. The Company is closely monitoring its current operations, liquidity, and other resources and is actively working to minimise the current and future impact of this unprecedented situation.

The financial report was authorised for issue on 7th November 2022 by the Board of Directors. As of the date of issuance of this financial report, COVID-19's full impact to the Company's financial position is not known.

Other than the issues described in preceding paragraphs, no matters or circumstances have arisen since the end of the financial year which significantly affected or may significantly affect the operations of the Company, the results of those operations or the state of affairs of the Company in future financial years.

### NOTE 15: Company Details

#### The registered office of the company is:

Strata Logic  
Studio 9, Level 4  
35 Buckingham Street  
SURRY HILLS NSW 2010

#### The principal place of business is:

Strata Logic  
Studio 9, Level 4  
35 Buckingham Street  
SURRY HILLS NSW 2010

**1 Cook Road Limited**  
ABN 70 146 619 427  
**Private Information For The Shareholders**  
**Profit and Loss Statement**  
**For the financial year ended 30 June 2022**

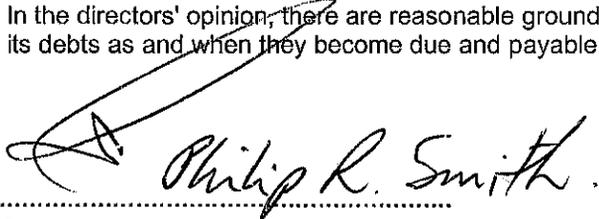
**1 Cook Road Limited**

ABN 70 146 619 427

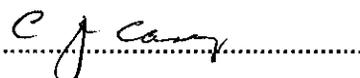
**Directors' Declaration**

In accordance with a resolution of the directors of 1 Cook Road Limited, the directors of the company declare that:

1. The financial statements and notes, as set out on pages 5 to 19, are in accordance with the Corporations Act 2001 and:
  - a. comply with Australian Accounting Standards – Simplified Disclosures and
  - b. give a true and fair view of the financial position as at 30 June 2022 and of the performance for the year ended on that date of the company.
2. In the directors' opinion, there are reasonable grounds to believe that the company will be able to pay its debts as and when they become due and payable.

  
.....

Name  
Director

  
.....  
Name  
Director C. J. CAREY

Dated in Sydney, this    day of November 2022



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Sydney NSW 1230

## 1 Cook Road Limited

ABN 70 146 619 427

### INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF 1 COOK ROAD LIMITED

#### *Opinion*

We have audited the accompanying financial report of 1 Cook Road Limited (the "Company") which comprises the Statement of Financial Position as at 30 June 2022, Statement of Profit and Loss, Other comprehensive income, the Statement of changes in Equity and the Statement of Cash Flow for the year then ended, notes to the financial statements and Directors' Declaration.

In our opinion the financial report of 1 Cook Road Limited is in accordance with the *Corporations Act 2001*, including:

- (a) Giving a true and fair view of the Company's financial position as at 30 June 2022 and of its performance for the year ended on that date; and
- (b) Complying with Australian Accounting Standards and *Corporations Act 2001*.

#### *Basis for Opinion*

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of 1 Cook Road Limited in accordance with the auditor independence requirements of the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants* (the "Code") that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### *Responsibilities of Management and Those Charged with Governance*

Management is responsible for the preparation and fair presentation of the financial report in accordance with Australian Accounting Standards, and for such internal control as management determines is necessary to enable the preparation of the financial report is free from material misstatement, whether due to fraud or error.



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### ***The Responsibility of the Directors for the Financial Report (continued)***

In preparing the financial report, management is responsible for assessing the Company's ability to continue as a going concern, disclosing as applicable matters related to the going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

### ***Auditor's Responsibilities for the Audit of the Financial Report***

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report.

As part of an audit in accordance with Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by responsible entities.
- Evaluate the overall presentation, structure, and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.



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***Auditor's Responsibilities for the Audit of the Financial Report (continued)***

- Conclude on the appropriateness of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financials reporter, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

We communicate with the management regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide the management with a statement that we have compiled with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

**ECON AUDIT AND ASSURANCE SERVICES PTY LTD**

**G T VENARDOS**  
Registered Company Auditor

Dated in Sydney, this 7<sup>th</sup> day of November 2022



**1 COOK ROAD LIMITED**

**ACN 146 619 427**

**CONSTITUTION**

This Consolidation of the Constitution (including all amendments) was approved by the shareholders at the AGM on 7 December 2020, effective from 1 December 2020.

**1 COOK ROAD LIMITED  
A.C.N. 146 619 427**

**Constitution**

**Definitions**

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

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

"**Building**" means the improvements upon the Land, being the improvements known as 1 Cook Road, Centennial Park NSW;

"**By-Laws**" means the By-Laws set out in Schedule 1, as amended from time to time;

"**Common Property**" means so much of the Land and the Building as is not comprised in any of Lots 1-51;

"**Capital**" means the capital from time to time of the Company;

"**Company**" means the above company whatever its name may be from time to time;

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

"**Directors**" means the directors for the time being of the Company;

"**The Land**" means the land comprised in Certificates of Title Volume 14537 Folio 114 (to be Folio Identifier 2/658793) and Folio Identifiers 1/927602 and 10/928211;

"**Law**" means the *Corporations Act, 2001* (Commonwealth) and any statutory modification or enactment thereof;

"**Lot**" means "those of a Lot (including balconies) and carspace as are designated in the plan in Schedule 3 to the Constitution as forming part of the one lot, the boundaries of which are defined by reference to walls, floors, ceilings, pipes, wires, cables and ducts as though the plan were the floor plan of a strata plan registered under the *Strata Schemes (Freehold Development) Act 1973*."

"**Member**" or "holder" means the holder of any shares whether individually or jointly;

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

"**Ordinary Levy**" means an Ordinary Levy as defined by Clause 146.2;

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

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

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

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

"**Share**" means a share in the capital of the Company and includes stock except where a distinction between shares and stock is expressed or implied;

"**Share Group**" means a group of ordinary shares, consecutively numbered, which gives the holder thereof the rights pursuant to clause 145 in respect of a particular Lot in the Building, the number of shares in each Share Group being specified in the Lot Entitlement Table in Schedule 2 of the Constitution;

**"Share Group Holder"** means the holder or holders of ordinary shares which comprise a particular Share Group, who are registered by the Company as such or who is hereinafter referred to as "Member";

**"Sinking Fund Levy"** means a Sinking Fund Levy as defined by clause 146.2;

**"Special Levy"** means a Special Levy as defined by clause 146.3;

**"A Person"** and words importing a person includes a reference to a corporation;

**"State"** means the state or territory of Australia in which the Company is taken to be registered under the Law;

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

**"The Bankruptcy of a Member"** shall where that Member is a corporation mean a reference to the making of an order or the passing of an effective resolution for the winding up of that corporation (except where such winding up is for the purposes only of amalgamation or reconstruction);

**"In writing"** or **"written"** includes printing lithography typing writing or other modes of representing or reproducing words in a visible form;

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

Words or expressions contained in this Constitution shall be interpreted in accordance with Division 10 of Part 1.2 of the Law as in force as the date this Constitution became binding on the Company.

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

## **Preliminary**

- 2 Each of the provisions of the sections or sub-sections of the Law which would but for this clause apply to the Company as a replaceable rule within the meaning of the Law are displaced and do not apply to the Company.
- 3 Intentionally deleted.
- 4 Intentionally deleted.
- 5 The Company must not engage in any activity that would require disclosure to investors under Chapter 6D of the Law, except for an offer of shares to any:
  - (a) Member of the Company; or
  - (b) person in the employment of the Company or of any subsidiary of the Company.

## **Objects of the Company, Sale or Mortgage of the Land**

- 6 Without limiting the powers of the Company under the Law and this Constitution, the objects for which the Company is established are to complete the purchase of the Land and where appropriate developing the Land and to arrange for the sale and thereafter for the maintenance of the Lots and the Lots (if any) contained in the Building; as well as for management and

maintenance of the Building as a whole. Subject to clause 145(a) of this Constitution, any proposal to sell, subdivide, mortgage, charge or otherwise encumber (including lodging of a caveat) the Land, the Building, or any part thereof, shall not be put into effect unless approved by a special resolution of the Company in general meeting and by each and every shareholder who shall then also sign a written consent duly executed and witnessed.

### General Meetings

- 7 Intentionally deleted.
- 8 Any Director may whenever he thinks fit convene a meeting of the Company's Members. A general meeting shall be convened by the Directors on the request of the Members or may be convened by the Members as provided by the Law.
- 9 Subject to the provisions of the Law relating to resolutions and agreements for shorter notice, twenty one (21) days notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) shall be given to such persons as are entitled to receive such notices from the Company.
- 10 A meeting of the Company's Members shall notwithstanding that it is called by shorter notice than is required be deemed to be duly called if it is so agreed before the meeting by Members with at least 95% of the votes that may be cast at the meeting.
- 11 A notice of meeting of the Company's Members will specify:
- (a) the place, date and time of meeting (and if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
  - (b) the general nature of the business of the meeting; and
  - (c) such other information as required by the Law.
- 12 The accidental omission to give notices of a meeting, or the non-receipt of notice of a meeting by any person entitled to such notice shall not invalidate the meeting or the proceedings thereat.

### Annual General Meetings

- 12A. Annual General Meetings shall be held once in every calendar year at such time and place as may be determined by the directors, but not more than 15 months after the holding of the last preceding Annual General Meeting.
- 12B. The business of an Annual General Meeting shall be:
- (a) to receive and consider the profit and loss account and balance sheet;
  - (b) to receive and consider the report of the directors;
  - (c) to receive and consider the report of the auditors;
  - (d) to accept a budget and to determine Ordinary Levies for the ensuing year of the sort referred to in cl. 146.2;
  - (e) to elect directors in the place of those retiring by rotation;
  - (f) to elect auditors and to fix their remuneration;
  - (g) to declare dividends.

### Proceedings at General Meetings

- 13 No business shall be transacted at any meeting of the Company's Members unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein provided

a quorum for a meeting of the Company's Members is six share group holders ("Members") present.

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

- 14 If the Company has only one Member, that Member may pass a resolution by recording the resolution and signing the record.
- 15 If within half an hour from the time appointed for the meeting a quorum is not present:
- (a) a meeting convened by the Directors on a request of the Members or by the Members as is provided by the Law shall be dissolved; and
  - (b) in any other case the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors specify.
- 16 If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.
- 17 The Chairman, if any, of the Board of Directors shall preside as Chairman at every meeting of the Company's Members, or if there is no such Chairman, or if he is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Members present shall elect one of their number to be Chairman of the meeting.
- 18 The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 19 At any meeting of the Company's Members a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before a vote is taken or before or immediately after the declaration of the result of the show of hands) demanded:
- (a) by the Chairman; or
  - (b) by any Member present in person or by proxy or representative and entitled to vote,
- 20 Unless a poll is so demanded a declaration of the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution, The demand for a poll may be withdrawn.
- 21 If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith.
- 22 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote.
- 23 Subject to any rights or restrictions for the time being attached to any class or classes of shares, at meetings of Members or classes of Members each Member entitled to vote may vote in person or by proxy or by attorney and on a show of hands every person present who is a Member or a representative of a Member shall have one vote, and on a poll every Member present in person or

by proxy or by attorney or other duly authorised representative shall have one vote for each share he holds.

- 24 Where there are joint registered holders of any share any one of such persons may vote at any meeting either in person or by attorney proxy or representative in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting in person or by attorney proxy or representative then that one of the said persons so present whose name stands first in order in the Register in respect of such share shall alone be entitled to vote in respect thereof,
- 25 A Member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by his committee or by his trustee or by such other person as properly has the management of his estate, and any such committee trustee or other person may vote by proxy or by attorney.
- 26 No Member shall be entitled to vote at any meeting of the Company's Members unless all calls, levies or other sums presently payable by him in respect of shares in the Company have been paid.
- 27 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes, Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive,
- 28 A Member of the Company may appoint a person as his proxy to attend and vote instead of such Member.
- 29 The instrument appointing a proxy shall be in writing (in the common or usual form) under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised, A proxy may but need not be a Member of the Company. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

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

I, \_\_\_\_\_ of \_\_\_\_\_ being a Member  
of \_\_\_\_\_  
hereby appoint \_\_\_\_\_ of \_\_\_\_\_  
or failing him \_\_\_\_\_  
of \_\_\_\_\_ as my proxy to vote for me and on my  
behalf at the annual or general meeting (as the case may be) of the Company to be held on the  
day of \_\_\_\_\_ and at any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

- 30 The instrument appointing a proxy may appoint a person in the alternative and shall be deemed to confer authority to demand or join in demanding a poll.
- 31 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place within the State as is specified for that purpose in the notice convening the meeting, not less than forty eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than twenty four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid unless the Chairman of such meeting with the consent of a majority of the Members present in person or by proxy attorney or representative at such meeting shall otherwise direct.
- 32 A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, or the transfer of the

share in respect of which the instrument is given, if no intimation in writing of such death, unsoundness of mind, revocation, or transfer as aforesaid has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the instrument is used.

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

## Directors

- 34 A Director shall be required to be a Member or one of two or more joint Share Group Holders or the nominee of any corporation which is a Share Group Holder or one of two or more joint Share Group Holders as a qualification of his Directorship.
- 35 Unless otherwise determined by resolution of the Company the number of Directors shall be not less than three (3) nor more than six (6). The first Directors of the Company shall be appointed by the persons specified in the application for the Company's registration under the Law as persons who consent to become Members of the Company. The Directors at their first meeting shall appoint one of their number as Chairman. The Directors shall hold office until they shall be removed by resolution of the Company passed in general meeting or until their office shall ipso facto become vacant pursuant to this Constitution or pursuant to the Law.
- 36 The Company may from time to time by resolution passed at a general meeting increase or reduce the number of Directors.
- 37 The Directors shall have power at any time, and from time to time, to appoint a qualified person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with this Constitution.
- 38 The Company may by resolution remove any Director and may by resolution appoint another person in his stead.
- 39 Intentionally deleted.
- 40 Intentionally deleted.
- 41 No Director shall be disqualified by his office From contracting with or holding any other office under the Company, nor shall any such contract or any contract entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract by reason only of such Director holding that office or of the fiduciary relationship thereby established, provided that the nature of his interests must be disclosed by him at the meeting of Directors at which the contract is determined on If his interest then exists and has not been disclosed in accordance with the Law, or in any other case at the first meeting of the Directors after the acquisition of his interest.
- 42 A Director (or his alternate Director) may vote in respect of any contract or arrangement in which he is interested, and may be counted for the purpose of any resolution regarding the same in the quorum present at the meeting and may notwithstanding his interest and whether or not he votes participate in the execution of any instrument by or on behalf of the Company and whether through signing or sealing the same or otherwise.
- 43 The office of Director shall become vacant if the Director:-
- (a) ceases to be a Director by virtue of the Law;
  - (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;

- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
- (d) resigns his office by notice in writing to the Company.
- (e) being a Nominee of a Company who is a Share Group Holder or one of two or more joint Share Group Holders and that company ceases to be a Share Group Holder or one of two or more joint Share Group Holder.

### **Powers and Duties of Directors**

- 44 The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not by the Law or by this Constitution required to be exercised by the Company in general meeting. The general powers given by this clause shall not be limited or restricted by any special authority or power given to the Directors by any other clause.
- 45 Intentionally deleted.
- 46 Intentionally deleted.
- 47 Intentionally deleted.
- 48 Intentionally deleted.
- 49 The Directors may from time to time by power of attorney appoint any corporation firm or person or body of persons to be the attorney or attorneys of the Company for such purposes and with such powers authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers authorities and discretions vested in him.
- 50 The Company shall cause minutes of:
- (a) all proceedings and resolutions of meetings of the Company's Members;
  - (b) all proceedings and resolutions of meetings of the Directors, including meetings of committees of Directors;
  - (c) all resolutions passed by Members without a meeting;
  - (d) all resolutions passed by the Directors without a meeting; and
  - (e) if the Company is a has only one Director, all declarations made by that Director, to be duly recorded in books kept for that purpose in accordance with the Law.
- 51 The Company will cause the minutes referred to in clause 50 to be signed in accordance with the Law. Minutes that are so recorded and signed are evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.

### **Insurance**

- 52 The Company shall adequately insure the Building and keep the Building insured under a damage and theft policy with an insurer approved under the *Strata Schemes Management Act 1996*.
- 53 In addition to the insurance effected by the Company pursuant to clause 52 the Company shall effect insurance:-
- (a) in respect of any occurrence against which it is required by law to insure, including any insurance required by reason of the provision of the *Workers Compensation Act, 1987* or such other Acts as may be passed of a similar or like nature;

- (b) in respect of damage to property, death or bodily injury for which the Company could become liable for damages; and
  - (c) if required to reasonably operate, administer and maintain the Building.
- 54 Subject to a special resolution of Shareholders at general meeting to the contrary, when the Company receives moneys from an insurer in respect of destruction of or damages or theft from the Building, those moneys shall be applied by the Board in rebuilding, replacing or restoring the Building, as the case may require.

### **Proceedings of Directors**

- 55 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. A meeting of Directors may be called or held using any technology consented to by all the Directors. A Director may only withdraw such consent within a reasonable period before the meeting. A Director may at any time and the Secretary shall on the requisition of a Director call a meeting of Directors.
- 56 Subject to this Constitution questions arising at any meeting of Directors shall be decided by a majority of votes and a determination by a majority of Directors shall for all purposes be deemed a determination of the Directors. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.
- 57 Any Director may appoint any person (being a Member of the Company) to be an alternate or substitute Director in his place during such period as he thinks fit. Any person while he so holds office as an alternate or substitute Director shall be entitled to notice of meetings of the Directors and to attend and vote thereat accordingly and to exercise all the powers of the appointor in his place and shall ipso facto vacate office if the appointor vacates office or is removed from office as a Director. Any appointment or removal under this clause shall be effected by notice in writing to the Secretary under the hand of the Director making the same.
- 58 At any meeting at which an alternate or substitute Director is present he shall be deemed a Director for all purposes including constituting a quorum.
- 59 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be 2 persons provided that each such person is a Director or an alternate Director and is entitled under the Law and this Constitution (notwithstanding any interest the Director or alternate Director may have in the matter for consideration by the Directors) to vote on a motion that may be moved in relation to such business.
- 60 If the Company has only one Director, that Director may pass a resolution by recording the resolution and signing the record,
- 61 The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to this Constitution the necessary quorum of Directors, the continuing Directors or Director 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.
- 62 The Directors may elect a Chairman of their meetings and determine the period for which he holds office; but if no such Chairman is elected, or if at any meeting the Chairman is not present within ten (10) minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairman of the meeting.
- 63 The Directors may delegate any of their powers to committees consisting of such Member or Members of their body as they think fit; any committee so formed shall in exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.
- 64 A committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within ten (10) minutes after the time appointed for holding the meeting, the Members of the committee present may chose one of their number to be Chairman of the meeting.

- 65 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Members of the committee present, and in the case of an equality of votes the Chairman of the committee shall have a second or casting vote.
- 66 All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
- 67 The Directors may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Director signs.

### **Qualification of Directors**

- 67A The qualification of a director shall be the holding in his or her own right or as tenant in common or joint tenant with another or others of all the shares in any one of the Share Groups. Where shares in any Share Group are held by two or more persons jointly, such holders shall decide between themselves which one of them shall be qualified to be appointed a director.
- 67B A company which is a member may nominate one person as its representative to be appointed as a director in respect of each group of shares of which it is registered as the holder,

### **Rotation of Directors**

- 67C At the Annual General Meeting in each year, all directors shall retire from office and, subject to cl. 67A and cl. 67B, shall be eligible for re-election. The directors shall continue to act as directors throughout the Annual General Meeting at which they retire. At each Annual General Meeting, the Company may determine the number of directors until the next Annual General Meeting, subject to cl. 35, and shall appoint directors accordingly.
- 67D If at any Annual General Meeting the place of any director retiring by rotation is not filled, he shall if willing continue in office until the next Annual General Meeting and so on from year to year until his place is filled, unless it shall be determined at such meeting to reduce the number of directors in office.
- 68 Intentionally deleted.
- 69 Intentionally deleted.
- 70 Intentionally deleted.
- 71 Intentionally deleted.
- 72 Intentionally deleted.
- 73 Intentionally deleted.
- 74 Intentionally deleted.

### **Seal**

- 75 The Directors or a committee of the Directors authorised by the Directors in that behalf, shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors.
- 76 The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by:
- (a) 2 Directors;

- (b) a Director and the Secretary;
- (c) a Director and some other person appointed by the Directors for the purpose; or
- (d) if the Company has a sole Director who is also the sole Secretary, that Director.

## **Accounts**

- 77 The Directors shall cause to be kept such proper accounting and other records as will sufficiently explain the transactions and financial position of the Company and enable true and fair profit and loss accounts and balance sheets and any documents required to be attached thereto to be prepared from time to time and shall cause those records to be kept in such manner as to enable them to be conveniently and properly audited.
- 78 The said accounting and other records shall be kept at the Office or at such other place as the Directors think fit and shall at all times be open to inspection by the Directors. If any accounting records of the Company are kept at a place outside the State, the Company shall keep at a place within the State as determined from time to time by the Directors such statements and records with respect to the matters dealt with in the records, kept outside the State as will enable true and fair accounts and any documents required by the Law to be attached to the accounts to be prepared.
- 79 Subject to the Law, the Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them shall be open to the inspection of Members not being Directors, 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 meeting.
- 80 The Company will send such documents to such persons as are required by sections 314 and 316 of the Law.

## **Dividends and Reserves**

- 81 The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors and unless otherwise resolved by the Company the dividend shall be payable forthwith upon its declaration.
- 82 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.
- 83 No dividend shall be paid otherwise than out of profits or shall bear interest against the Company.
- 84 The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending any such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares in the Company) as the Directors may from time to time think fit. The Directors may also without placing the same reserve carry forward any profits which they may think prudent not to divide.
- 85 Subject to the rights of persons, if any, entitled to shares with special rights as to dividends and where the only shares issued other than those carrying such special rights are all ordinary shares, or all shares of the one class as the case may be, all dividends shall be declared and paid according to the accounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this clause as paid on the share.
- 86 All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date that share shall rank for dividend accordingly.

- 87 The Directors may deduct from any dividend payable to any Member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
- 88 Any general meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock or secured or unsecured notes of any other Company or in any one or more of such ways and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.
- 89 Any dividend, interest, or other money payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of Members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the person to whom it is sent or bearer, Any one (1) of two (2) or more joint holders may give effectual receipts for any dividends, bonuses, or other money payable in respect of the shares held by them as joint holders.
- 90 Where an infant is the holder of a share or shares in the Company, the parent or guardian, or other person having the care or custody of such infant, may give effectual receipts for any dividends, bonuses, or other moneys payable in respect of the share or shares held by such infant, or capital distributions in the form of bonus shares, debentures, debenture stock, or secured or unsecured notes to be made in respect of such share or shares and the Company and its Directors shall be under no obligation to see to the application of any such dividend or capital distribution.

### **Capitalisation of Profits**

- 91 The Company in general meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend as a capital distribution and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution.
- 92 Whenever such a resolution as aforesaid shall have been passed, the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such Members.

### **Audit**

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

## Notices

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

## Winding Up

- 99 If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company, divide amongst the Members in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the Members or different classes of Members.
- 100 The liquidator may, with the sanction of a special resolution of the Company, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

## Officers: Indemnities and Insurance

- 101 To the extent permitted by law:
- (a) every person who is or has been an Officer of the Company or of a subsidiary of the Company will be indemnified out of the property of the Company against any liability for costs and expenses incurred by that person in defending or resisting any Proceedings except:
    - (i) Proceedings in which the officer is found to have a liability for which he/she could not be indemnified under the Law;
    - (ii) criminal Proceedings in which an officer is found guilty;
    - (iii) Proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established; or

- (iv) in connection with an application in relation to any Proceedings for relief to the officer under the Law in which the court denies the relief; and
  - (b) every person who is or has been an Officer of the Company or of a subsidiary of the Company will be indemnified out of the property of the Company against any liability to another person (other than the Company or a related body corporate of the Company) where the liability is incurred by the Officer in his or her capacity as an Officer of the Company or a subsidiary of the Company PROVIDED THAT this indemnity shall not apply where the liability arises out of conduct involving a lack of good faith.
- 102 To the extent permitted by law the Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Company or of a subsidiary of the Company against a liability:
- (a) incurred by the person in his or her capacity as an Officer of the Company or a subsidiary of the Company PROVIDED THAT the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a subsidiary of the Company or a contravention of section 1818 of the Law; or
  - (b) for costs and expenses incurred by that person in defending Proceedings, whatever their outcome.
- 103 In clauses 101 and 102:
- (a) the term "Proceedings" means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his or her capacity as an Officer of the Company or of a subsidiary of the Company (including proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Company or a subsidiary of the Company).
  - (b) the term "Officer" has the meaning given to that term in Part 1,2, Division 1, Sec 9 of the Law.

## Shares

- 104 Intentionally deleted.
- 105 Intentionally deleted.
- 106 Intentionally deleted.
- 107 Every person whose name is entered as a Member in the Register shall without payment be entitled to a certificate, issued under the Seal or in such other manner permitted under the Law as the Directors determine, specifying the share or shares held by him and the amount unpaid thereon provided that in respect that in respect of a share or shares held jointly by several persons, the Company shall no be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.
- 108 If a share certificate, letter of allotment, transfer, receipt or any other document of title to shares is lost, defaced or destroyed, a duplicate thereof may be issued by the Company.
- 109 Except as permitted by Law, none of the funds of the Company or of any subsidiary thereof shall be employed in the purchase of or subscription for or in loan upon the security of the Company's shares and the Company shall not financially assist a person to acquire shares in the Company, Nothing in this clause shall prevent the Company giving security over its uncalled capital to secure loans, credits and other financial accommodation made available to the Company otherwise in contravention of the Law.
- 110 Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not except as ordered by a Court of competent jurisdiction or as by Statute required, be bound to recognise any equitable or other claim to or interest in such share on the part of any other person.

- 111 A Member who holds shares in the Company as trustee for or otherwise on behalf of a corporation shall give notice to the Secretary within one (1) month after such shares are acquired in accordance with the Law.

### **Lien on Shares**

- 112 The Company shall have a first and paramount lien upon every share of a Member (whether fully paid or not) for all moneys whether presently payable or not or payable at a fixed time with interest and expenses owing to the Company by that Member but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
- 113 The Company shall have a first and paramount lien for unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid. Such lien shall extend to all dividends from time to time declared in respect of such shares. If the Company shall register a transfer of any share upon which it has a claim without first giving to the transferee a notice of the claim that share shall be freed and discharged from the lien.
- 114 Whenever any law imposes a liability or possible liability upon the Company to make any payment whether in respect of dividends or in respect of the Member's ownership of shares in the Company in consequence of his death non-payment of income tax or other tax or estate Probate death or succession duties the Company in every such case shall be fully indemnified by the Member or his executor or administrator from all liabilities and shall have a lien for all moneys and liabilities due or chargeable in respect of any such law together with interest at the rate of 10% per annum to the same extent as for other moneys payable at a fixed time in respect of the Member's shares. The provisions of this clause shall not prejudice any right or remedy conferred on the Company as between the Company and every such Member his executors administrators or estate.
- 115 The Company may sell in such manner as the Directors think fit any shares on which the Company has a lien but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen (14) days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share or the persons entitled thereto by reason of his death or bankruptcy.
- 116 For giving effect to any such sale the Directors may authorise some person on behalf of the Member to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- 117 The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue shall (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the date of the sale.

### **Calls on Shares**

- 118 The Directors may from time to time make calls upon the Members in respect of any money unpaid on their shares and not by the conditions of allotment thereof made payable at fixed times and each Member shall pay the amount called on his shares to the Company at the times specified by the Directors. A call may be revoked or postponed as the Directors may determine.
- 119 A call shall be deemed to have been made at the time that the resolution of the Directors authorising such call was passed, and may be required to be paid by instruments.
- 120 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 121 If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest upon the sum at the rate of 10% per annum or at such lesser rate as the Directors may prescribe from the day appointed for the payment thereof to the time of the actual payment but the Directors shall be at liberty to waive payment of that interest wholly or in part.

- 122 The provisions of this Constitution as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time as if the same had become payable by virtue of a call duly made and notified.
- 123 The Directors may make arrangements on the issue of shares for varying the amounts and times of payment of calls as between shareholders.
- 124 The Directors may If they think fit receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until the same would but for such advance become presently payable) pay interest at such rate as may be agreed upon between the Member paying the sum in advance and the Directors.
- 125 On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that the name of the Member sued is entered in the Register as the holder or one of the holders of the shares in respect of which such debt accrued that the resolution making the call was duly recorded in the minute book and that notice of such call was duly given to the Member sued in pursuance of these presents and it shall not be necessary to prove the appointment of Directors who made the call or any other matter whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt.

### **Transfer and Transmission of Shares**

- 126 The Directors shall not be entitled to refuse approval and registration of a transfer of shares so long as the transferee is legally capable of being the holder of such shares.
- 127 Subject to this Constitution any Member may transfer all or part of his interest in all, and only all, of his shares in a Share Group by instrument in writing in any usual or common form or in any other form which the Directors may approve. The instrument shall be executed by or on behalf of both the transferor and the transferee. The transferor shall remain the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the Register in respect thereof.
- 128 The instrument of transfer must be left for registration at the Office or such other place as the Directors may permit, accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, The Directors may waive the production of any certificate upon evidence satisfactory to them of its loss or destruction and thereupon the Company shall subject to the powers vested in the Directors by this Constitution register the transferee as a shareholder.
129. The legal personal representatives of a deceased sole holder of a share shall be the only persons recognised by the Company as having any title to the share. In the case of a share registered in the name of two (2) or more holders the survivors or survivor or the legal personal representatives of the deceased survivor shall be the only persons recognised by the Company as having any title to the share.
130. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall upon such evidence being produced as may from time to time be properly required by the Directors have the right either to be registered as a Member in respect of the share, or instead of being registered himself to make such transfer of the share as the deceased or bankrupt person could have made; but the Directors shall in either case have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy.
131. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall upon satisfying the Directors of his entitlement, be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not before being registered as a Member in respect of the share be entitled in respect of it to exercise any right conferred by Membership in relation to meetings of the Company.

132. 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.
133. The transfer books and Register may be closed during such time as the Directors think fit not exceeding in the whole thirty (30) days in each calendar year.

### **Forfeiture of Shares**

134. If a Member fails to pay any call or instalment of a call or levy on the day appointed for payment thereof, the Directors may at any time thereafter during such time as any part of such call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment
135. The notice shall name a further day (not earlier than the expiration of fourteen (14) days from the date of the notice) on or before which and the place at which the payment required by the notice is to be made and shall state that in the event of non-payment at or before the time and at the place appointed, the share in respect of which the call was made will be liable to be forfeited.
136. If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of forfeited shares and not actually paid before the forfeiture.
137. A forfeited share may be sold, reissued or otherwise disposed of on such terms and in such manner as the Directors shall think fit and at any time before a sale, reissue or disposition the forfeiture may be cancelled on such terms as the Directors think fit.
138. 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 share so surrendered may be disposed of in the same manner as a forfeited share.
139. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but shall notwithstanding remain liable to pay to the Company all moneys which at the date of forfeiture were payable by him to the Company.
140. A statutory declaration in writing that the declarant is a Director of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
141. The provision of this Constitution as to forfeiture shall apply in the case of non-payment of any sum which by terms of issue of a share becomes payable at a fixed time whether on account of the amount of the share, or by way of premium as if the same had been payable by virtue of a call duly made and notified.
142. Intentionally deleted.
143. Intentionally deleted.

### **Share Rights**

144. The Ordinary shares shall entitle the holder or holders thereof to receive notices of meeting and shall confer upon any holder thereof, when present in person or by proxy or by attorney at any meeting of the Company's Members the right to cast one (1) vote upon a show of hands and upon a poll to cast one (1) vote for each share held.

145. The rights attaching to the ORDINARY Shares shall be as follows:-

- (a) Each Member for the time being, whose shares are described by number in Schedule 2 to this Constitution shall be entitled to the exclusive right, in conformity with the By-Laws, to use enjoy and occupy the Lot, home unit and carspace (as the case may be), which appears or appear opposite that number in Columns 3, 4 and 5 respectively of Schedule 2 together with the right to use in common with all others similarly entitled the Common Property subject to any lease, assignment of a lease or other dealing with the roof of the Building into which the Company enters or has entered,
- (b) Without prejudice to the operation of any other provision of this Constitution or of the By-Laws, the rights conferred under paragraph (a) shall not be construed as conferring upon any Member the right to alter or add to in any way the Building or any part thereof (other than alterations to the Lot held by such share holder which do not affect the structural integrity of the Building); and each Member shall be prohibited from making any alteration or addition to the Building or any part thereof (other than alterations to the Lot held by such Member which do not affect the structural integrity of the Building) without the prior approval of a special resolution of a general meeting of the Company.
- (c) Subject to the provisions of this Constitution and the By-Laws, each Member shall have the right to receive notice of every general meeting of the Company and to attend at and vote at such meetings.
- (d) Subject to Clause 145(j), each Member shall have the right to grant a licence or lease to another person of any Lot to which the Member's shares relates. The grant of any such licence or lease shall not affect the liability of the Member to observe and perform his obligations under the Constitution.
  - (i) A lease or licence of any Lot may be granted without prior approval of the Company and without any restriction to such person as shall in the opinion of the Member or his agent, be a suitable and responsible licensee or lessee.
  - (ii) Wherever appropriate or as may be required by the *Residential Tenancies Act 1987* or any other legislation from time to time applicable to such licensing or leasing, the Member or his agent shall procure the execution of a Residential Tenancy Agreement or other agreement required to be entered into under the aforesaid Act or legislation.
  - (iii) A Member must include as an unqualified term of any lease or licence of the Lot to which the Member's shares relate a term that the lessee or licensee must comply with the By-Laws set forth in Schedule 1 to the Constitution, as they may be varied or added to from time to time.
  - (iv) A Member must furnish the company with a copy of any lease or licence of the Lot to which the Member's Shares relate within seven days of execution of the lease or licence.
  - (v) On request by the Company, a Member must take whatever steps are required and are not prohibited by operative provisions of the *Residential Tenancies Act 1987*, the *Residential Tenancies Act 2010* and the Regulations thereunder to procure compliance by the Member's lessee or licensee with the By-Laws.
  - (vi) Notwithstanding anything to the contrary in paragraph (v), the Member must Immediately take such steps as are required and are lawful to terminate the lease or licence and to recover possession of the Lot upon receipt of a notice from the Company requiring the Member to do so and identifying a serious breach or the repetition of a breach of a By-Law by the lessee or the licensee, and/or to take such further action with respect to the lessee or licensee as the Company, acting reasonably, considers appropriate.
  - (vii) Should the Member fail to use all reasonable endeavours to comply with the notice from the Company, the Company may serve a notice on the Member

requiring the Member to take specific action within a time nominated in the notice, being not less than fourteen (14) days from the date of the notice. in the event of non-compliance with its requirements the Member's Shares will be liable to be forfeited by resolution of the directors to that effect, and the notice must so provide.

- (viii) A Share forfeited pursuant to paragraph (vii) shall be liable to be dealt with in accordance with cl. 137 of the Constitution.
- (e) Each Member shall at his own expense comply with the requirements of any notice from any local or statutory authority that applies specifically to the Lot to which his Share Group relates provided however that the Company may comply with the requirements of any such notice (even if there is no default on the part of the Member) whether obliged by law to do so or not and the cost to the Company of any work materials, labour or other outgoings in compliance or purported compliance with the said requirements (and whether the requirement is lawful or not) shall be payable by the said Member to the Company on demand;
- (f) Any indebtedness of a Member arising pursuant to this Constitution may be recovered and enforced in the same manner as is hereinafter provided for recovery and enforcement of a levy;
- (g) Each Member and any lessee, licence or invitee of a Member is entitled to use the Common Property subject to compliance with any By-Laws that may apply to the use of the Common Property.
- (h) Without limiting the operation of this Constitution, each Member may mortgage, charge or otherwise encumber his shares, and may do so in such a manner that upon default being made by that Member under such mortgage, charge or encumbrance the mortgagee, chargee or encumbrancee may enter the Lot subject to that mortgage, charge or encumbrance and take possession thereof and may exercise any power of sale over the shares in the Share Group which relates to that Lot Without limiting the rights of the Company under this Constitution, the following further provisions shall apply:
  - (i) The Board may give such assistance as It deems necessary to the mortgagee chargee or encumbrancee in the event of such default by a Member, including, (without limiting the generality of the foregoing), registering that mortgagee, chargee or encumbrancee as the holder of the Share Group in the name of any person who is the transferee thereof from a mortgagee, chargee, or encumbrancee exercising power of sale by reason of the Member default as aforesaid and/or registering a transfer of the shares in that Share Group notwithstanding that the instrument of transfer has not been executed on behalf of the relevant Member but has been executed by the mortgagee, chargee or encumbrancee as transferor thereunder;
  - (ii) The Company shall be entitled without being bound to satisfy itself as to the occurrence of default by the Member or as to the mortgagee's, chargee's or encumbrancee's power, act on any document or transfer which prima facie is executed in pursuance of such power;
  - (iii) A transferee under such transfer shall be entitled to be registered as a Member and no purchaser shall be answerable for the loss, misapplication or non-application, or be obliged to see to the application of the purchase money paid by him;
  - (iv) Such transferee shall be entitled upon registration to be a Member discharged from all liability on account of such mortgage, charge or encumbrance as well as any subsequent mortgage charge or encumbrance over the said shares of which notice shall have been given to the Company;
  - (v) The Company shall not incur by any of its actions or omissions when acting under this paragraph any liability of any kind,

- (i) Should any Member or any person permitted by him to occupy the Lot to which he is entitled behave in a manner which, in the opinion of the Directors, is offensive, or is such as to cause a persistent nuisance, annoyance or aggravation to neighbouring occupiers, or is such as to constitute repeated refusal or neglect to comply with the By-Laws, and where in the case of an offending licensee or lessee the Member has persistently refused or neglected to take action as reasonably required by the Company then a fine shall be imposed upon that Member at the rate of one hundred dollars per day after giving that Member written notice and the provisions of the Forfeiture of Shares clauses of this constitution shall apply mutatis mutandis, The maximum fine to be imposed upon a Member under the terms of this Clause shall be one thousand dollars. For the purposes of applying this paragraph the notice required by clause 134 shall be sufficient if it specifies the behaviour of the Member or of any person permitted by him to occupy the Lot and the manner in which the Board wished It to be rectified, and names a further day (not earlier than 14 days from the date of service, of the notice) on, or before which that rectification must take place.
- (j) A Member or occupant of a Lot must not, except with the prior written consent of the Board, grant a lease, licence or right of occupancy of a Lot for a term of less than 60 days.

### Levies

146 The following clauses shall apply:

146.1 The Board must impose Ordinary Levies on each Member in accordance with the determination of the Company at its Annual General Meeting, The Board shall have the power to impose a Special Levy on each Member from time to time and at such times as the Board determines.

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

- (a) an "administration fund levy" to cover the day to day administration, maintenance or repair of the Building for the twelve month period following imposition of the levy and shall include amounts sufficient to cover the liability of the Company for:
  - (i) Council rates and all other amounts properly payable to municipal authorities;
  - (ii) Water Sewerage and Drainage rates and all other amounts properly payable to water sewerage or drainage authorities;
  - (iii) Amounts payable for Federal or State Land Tax and any other charges and taxes imposed upon the Land by a properly constituted body;
  - (iv) Insurance premiums for insurance of the Building in the terms specified in clauses 52 and 53;
  - (v) The cost of repairs and maintenance to the Building and the Common Property as are necessary to keep the Building in first class order and condition;
  - (vi) The cost of cleaning of the Common Property including all cleaning materials, implements and labour;
  - (vii) The cost of electricity to the Common Property;
  - (viii) The wages of any caretaker or other employee of the Company employed in the running, administration and maintenance of the Building;
  - (ix) Any Items of expenditure carried forward from the previous year;
  - (x) Any amount payable as Directors fees in accordance with this Constitution;
  - (xi) Interest, Bank Charges and institutional of other ancillary charges payable upon any moneys borrowed of raised by the Company;

- (xii) Management, accounting, legal, secretarial and other professional charges including, without limiting the generality of the foregoing, any fees payable to the Managing Agent;
  - (xiii) Maintenance and repair of fire prevention equipment including the fire extinguishers within the Lots;
  - (xiv) Any other expenditure properly incurred by the Company in the day to day running, administration and maintenance of the Common Property of the Building as first class residential lots (the above hereinafter known as the "Administration Fund Component"); and
- (b) a "sinking fund levy" means a levy imposed to cover payments of a capital, irregular or major nature and shall include amounts sufficient to cover the liability of the Company for:
- (a) the cost of painting and re-painting any part of the Common Property of the Building;
  - (b) the cost of acquisition of any personal property;
  - (c) the cost to renew or replace any fixtures, fittings or personal property owned by the Company;
  - (d) the cost of structural repairs to the Building;
  - (e) any amounts that the Company is liable to pay forthwith but is unable to pay unless such a levy is raised; and
  - (f) any amount payable by the Company that cannot be paid by current funds.
- 146.3 "Special levy" means such contribution as the Board may see fit to levy to cover contingent or anticipated liabilities and expenses that are irregularly incurred by the Company by reason of its ownership of the Land and Building.
- 146.4 Upon any levy being imposed under this Constitution, the Secretary shall cause a notice of that levy, in the form prescribed by Schedule 4 to this Constitution or such other form as be deemed necessary to be sent to each share group holder. Each Member shall be liable to pay to the Company such proportion for any such levy as is equal to the proportion that the unit entitlement of his Lot (shown in Column 2 of Schedule 2) bears to the aggregate unit entitlement. The amount levied on each share group holder shall be payable within thirty (30) days after service of the notice of levy failing which:-
- (a) the amount remaining unpaid shall bear interest at a rate equivalent to that charged by the Company's bankers (and if there be more than one banker on the mean of bankers' rates) on overdrafts exceeding One hundred thousand dollars (\$ 100,000,00) or such other rate as the Board may prescribe from time to time; and
  - (b) any Member in default shall lose his entitlement to vote at general meetings of the Company until all sums owing to the company by him are repaid.

### **Funds to be Established**

- 147 The Company shall within fourteen (14) days of the first Annual General Meeting of the Company or upon any levy being imposed under this Constitution establish and shall maintain a bank account styled "1 COOK ROAD LIMITED - Administration Fund". The Board shall cause to be paid into that account moneys received by way of ordinary levy under clause 146.2.
- 148 The Company shall within one (1) month of the first Annual General Meeting of the Company or upon any levy being imposed under this Constitution establish, and shall maintain a bank account styled "1 COOK ROAD LIMITED - Sinking Fund". The Board shall cause to be paid into that account moneys received by way of sinking fund levy under clause 146.2.

- 149 Funds contained in the Administration Fund shall not be transferred to the Sinking Fund (and vice versa) without approval from the Board.
- 150 The Board shall ensure that the Administration Fund described in clause 147 is used for the purposes set out in clause 146.2 and that the Sinking Fund described in clause 148 is used for the purposes set out in clause 146.2.
- 151 The Board may invest any moneys in its Administration Fund or Sinking Fund in any authorised Trustee investment or any other investment then prescribed by any relevant legislation.

### **Certificate as to Share Holder**

- 152 The Secretary upon receiving a written request and the amount of fifty dollars (\$50.00) plus GST (or such fee as determined by the Board from time to time) shall prepare and issue upon application by an intentional party, a certificate in the form of the Certificate contained in Schedule 5 containing the following information:-
- (a) date of certificate;
  - (b) the share group referred to in the Certificate;
  - (c) details of insurance policies held by the Company, including:-
    - (i) Name of insurer;
    - (ii) Policy number for each policy;
    - (iii) Amount of cover for each policy.
  - (d) Name and address of Directors of the Company;
  - (e) Name and address of Secretary of the Company;
  - (f) Name and address of the Managing Agent of the Building;
  - (g) The amount of any levies Imposed by the Board in relation to the share group holding including: -
    - (i) the amount of Administrative Fund component;
    - (ii) the amount of Sinking Fund component;
    - (iii) details of current levies paid and owing;
    - (iv) the balance of the Company's Administrative Fund Account;
    - (v) the balance of the Company's Sinking Fund Account;
    - (vi) the balance of past levies not yet paid;
    - (vii) the amount of interest outstanding pursuant to clause 146.4.

### **Managing Agent**

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

### **By-Laws**

- 154 The by-laws of the Company shall be those set out in the Model By-Laws for Residential Schemes in Schedule 2 to *the Strata Schemes Management Regulation 2010*, subject to the substitution for Model By-Law 22 of By-Law 22 **Error! Reference source not found.** set out in Schedule 1 to the Constitution, the by-laws may be varied by resolution of the Company in general meeting from time to time. Members and the Company must comply with the By-Laws, as they may be varied or

added to from time to time. For the purposes of the By-Laws and all provisions of this Constitution relating to the By-Laws, in the By-Laws:

- "owner" is a Member;
- "occupier" is a lessee or licensee of a Lot;
- "lot" is a Lot as defined in the Constitution;
- "common property" is Common Property as defined in the Constitution;
- "Owners Corporation" is the Company;
- "strata scheme" is the Land and Building;
- "owner of a tot" is a Member whose shares pertain to a Lot.

155 Upon the Board becoming aware of any amendment to the By-Laws contained in the Model By-Laws for Residential Schemes in Schedule 1 to the *Strata Schemes Management Regulation 2010*, it shall forthwith give consideration to making a corresponding amendment to the Company's By-Laws,

156 The Secretary shall supply and shall keep supplied each Member and the Member shall supply and keep supplied to each lessee or licensee of their respective units with a copy of the By-Laws in force from time to time.

157 Intentionally deleted.

### **Decision to Convert to Strata Title**

158 Notwithstanding anything to the contrary in clause 6, upon the passage of a resolution of the Members by a 60% majority of those present and entitled to vote at a general meeting of the Company to strata-title the Land and the Building, each Member and each director must, by himself or herself or any proxy, attorney or representative, do all that is necessary on his or her part to procure the creation of a strata scheme in respect of the Land and the Building, including:

(a) the subdivision of the Land and Building by strata plan, and the allocation of unit entitlements, according to the plan in Schedule 3 as though that were a plan of subdivision registrable under the *Strata Schemes (Freehold Development Act) 1973*;

(b) The registration of by-laws in the then current terms of the Model By-Laws in Schedule 2 to the *Strata Schemes Management Regulation 2010*, subject to amendments corresponding with any amendments to its by-laws made by the Company prior to registration of the strata plan; and

(i) by-laws confirming rights of exclusive use and enjoyment of Common Property, or special privileges in respect of Common Property, conferred upon Members prior to registration of the strata plan; and

(ii) the following by-law:

1 In addition to the functions conferred or imposed upon the Owners Corporation by or under the *Strata Schemes Management Act 1996* or other Act, the Owners Corporation shall have the following functions:

(a) for the term of any lease of an area of the roof of the building, and of any extension of such lease pursuant to the terms of the lease, the Owners Corporation must provide the access and services that must be provided by the lesser under the lease to allow the lessee full and proper enjoyment of its rights under the lease, including the right to sublease the leased property;

- (b) at the request of the lessee, the Owners Corporation must enter into a contractual arrangement with the lessee to preserve the rights granted by the lesser to the lessee under the lease, including its rights to sublease the leased property, so as to ensure that the lessee and any sublessee are not disadvantaged by registration of the strata plan.

- 2 For the purposes of this by-law, "lessee" includes any assignee of the lessee by an assignment effected in accordance with the terms of the lease.

(iii) the following by-law:

- 1 On the conditions set out in this by-law, the owner for the time being of a lot shall have a special privilege in respect of the common property to install an air-conditioning unit to serve the lot, with the condenser to be located on the balcony of the lot.

**Conditions:**

- 1 Before installing an air-conditioning unit, the owner must first obtain the consent in writing of the Owners Corporation to the type and proposed location of the air-conditioning unit, which consent must not be withheld or delayed unreasonably,
- 2 Subject to any amendment of the by-laws from time to time, this by-law, and any resolution of the Owners Corporation under s.62(3) of the *Strata Schemes Management Act 1996*, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
- 3 The owner shall be responsible for the proper maintenance and keeping in a state of good and serviceable repair if the air-conditioning unit and its ancillary equipment, and for its replacement when necessary.

(iv) Option B to apply to By-Law 17 (Keeping of Animals);

- (c) The transfer of each lot in the strata plan to the Member whose Lot corresponds with the lot in consideration of the surrender by the Member of his or her Shares in the Company;
- (d) The transfer to or other vesting in the Owners Corporation of the Company's assets and property (other than the lots) including its interest in any lease of the roof, or part thereof;
- (e) The discharge of the Company's liabilities;
- (f) The winding up or the deregistration of the Company;
- (g) The making of requisite applications to Sydney City Council and the satisfaction of the Council's requirements as conditions of approval of the applications.

159 The things for which each Member and director shall be responsible shall include, as applicable:

- (i) voting;
- (ii) executing documents;
- (iii) surrendering share certificates;
- (iv) producing evidence of payment of stamp duty on his acquisition of shares in the Company, or paying stamp duty upon the transfer to him of a lot in the strata plan;

- (v) procuring the discharge of mortgages affecting his shares.

**Schedule 1**  
**1 COOK ROAD LIMITED**  
**BY-LAWS**

**STRATA SCHEMES MANAGEMENT REGULATION 2010 - SCHEDULE 2**

**SCHEDULE 2 – Model by-laws for residential strata schemes**

**1 Noise**

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

**2 Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

**3 Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

**4 Damage to lawns and plants on common property**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

**5 Damage to common property**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause 5(1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot,

unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act the owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause 5(3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause 5(3) that forms part of the common property and that services the lot.

## **6 Behaviour of owners and occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

## **7 Children playing on common property in building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

## **8 Behaviour of invitees**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

## **9 Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

## **10 Hanging out of washing - Deleted**

## **11 Preservation of fire safety**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property,

## **12 Cleaning windows and doors**

- (1) Except in the circumstances referred to in clause 12(2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

## **13 Storage of inflammable liquids and other substances and materials**

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **14 Changes to floor coverings and surfaces**

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

#### **15 Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### **16 Garbage disposal**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) must maintain such receptacles within the lot, or on such part of the common properly as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or<sup>\*</sup>, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
  - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph 16(1)(a), and
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste;
  - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or

waste, separated and prepared in accordance with the applicable recycling guidelines, and

- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
  - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

## **17 Keeping of animals**

Note: Select option A, B or C, If no option is selected, option A will apply.

### **Option A DELETED**

### **Option B**

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
  - (a) notify the owners corporation that the animal is being kept on the lot, and
  - (b) keep the animal within the lot, and
  - (c) carry the animal when it is on the common property, and
  - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

### **Option C DELETED**

## **18 Appearance of lot**

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

## **19 Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the

change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

## **20 Provision of amenities or services**

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - (a) window cleaning;
  - (b) garbage disposal and recycling services;
  - (c) electricity, water or gas supply;
  - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause 20(1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

## **21 Compliance with planning and other requirements**

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## **22 Installation of an Air-Conditioner to service a Lot**

22.1 Subject to compliance with the following terms and conditions the owner or occupier of a lot may install an air-conditioning system to service the lot:

- (i) the owners of any lot proposing to undertake the installation of an air-conditioning system must firstly obtain the approval of the Board to the installation by submitting a written application to the Board to install an air-conditioning system to service the lot, including plans and diagrams of the proposed installation in compliance with this By-Law, not less than 14 days before the air-conditioning system is due to be installed.
- (ii) the air-conditioning system must not be or become or in any way construed to be Strata property and will always remain the property of the owner for the time being of the lot which it services, and the air-conditioning system will not form part of the building for insurance purposes.
- (iii) the owner of any lot undertaking the installation of an air-conditioning system must obtain all necessary permits, licences or consents required by any local authority or other statutory or lawful authority for such installations.
- (iv) the installation of the air-conditioning system must be effected in a workmanlike manner by licenced and insured tradespersons.

- (v) the air-conditioning system compressor may not have a noise-rating, according to its factory specifications, exceeding 67 decibels when tested (AS1861.1-1988).
- (vi) the compressor must be raised on rubber blocks and a removable drip tray is to be provided under the unit to collect condensation.
- (vii) the condensation must be piped back to the balcony and terminated above the balcony level so that it is collected in a container or in a pot plant.
- (viii) all penetrations through brickwork are to be neatly cut and fully sealed around pipes.
- (ix) penetration or chasing of reinforced concrete structural elements including slabs, beams and columns is not permitted under any circumstances.
- (x) exposed pipe work is to be neatly installed in square conduit and painted to match the background colour.
- (xi) the owner must indemnify the Strata against any liability or expense arising from the installation and/or use of the air-conditioning system .
- (xii) the air-conditioning system must be maintained in good working order and condition by the owner of the lot without claim on the Strata in respect of such maintenance.
- (xiii) the air-conditioning system must be installed on the balcony of the lot in the place and as specified in writing by the Board, and in compliance with the locations for the air-conditioning systems as identified on the attached reference drawing number AC-01 06 03 2012.
- (xiv) the air-conditioning system must at all times comply with any laws, rules and regulations made, from time to time, by any local authority or other statutory or lawful authority, as to air-conditioning systems.
- (xv) in the event that an owner or occupier of a lot in which an air-conditioning system is installed, after notice, fails to comply within 14 days with a written notice from the Board as to the need to comply with any matters set out in conditions (i) to (xiv) above, then the Board may terminate the right of the owner or occupier to install or to keep installed the air-conditioning system, and the Board will have the right to authorize a suitable tradesperson to remove the installed air-conditioning system , and reinstate the balcony at the cost to the owner of the lot.

22.2 In this By-Law "air-conditioning system" means a self contained, ducted or split system air-conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located.

## **23 Erection and display of auction or for sale or for lease signs**

- (a) An owner of a lot, or his agent, must not erect or display an auction or for sale or for lease sign on the Common Property without first obtaining the written approval of the Board.

- (b) The Board may, in its absolute discretion, impose conditions on the owner of a lot, and his agent, in granting the approval.
- (c) Only one auction or for sale or for lease sign may be erected on the Common Property at any time.
- (d)
  - (i) Further before the erection of the sign the owner of the lot, or his agent, must provide to the Strata manager a non refundable administration fee of \$165 (GST inclusive) or such other amount as is determined by the Board, together with a security bond in favour of the Strata by way of cash, bank cheque or bank guarantee of \$385 (GST inclusive) or such other amount as is determined by the Board.
  - (ii) The security bond is only to be returned on the removal of the sign in the approved time frame and after the repair of any damage to common property caused by the sign or caused in the course of the erection, display or removal of the sign.
  - (iii) The provision of the security bond does not limit the liability of the owner of the lot, or his agent.

**24. Conduct of an open for inspection and/or auction**

- (a) An owner of a lot, or his agent, may only conduct an open for inspection and/or an auction/sale within a lot on a Wednesday or a Saturday between the hours of 10 am and 4 pm;
- (b) All advertising and marketing flyers, materials and props must be removed from the Common Property within 15 minutes of the open for inspection and/or the auction, having been completed;
- (c) On the occasion of an open for inspection, or on an auction, the owner of the lot, or his agent, must have a minimum of 1 person attending at the front door of the Building to give access to the Building to members of the public attending the event, for 15 minutes before the open for inspection/auction, during the open for inspection/auction and for 15 minutes after the open for inspection/auction, has been completed.
- (d) The Board may, in its absolute discretion, impose conditions on the owner of a lot, and his agent, as to any open for inspection and/or an auction/sale within a lot at the building.

**25. Board may remove and destroy signs**

- (a) The Board may at any time make arrangements for the removal and destruction of any sign erected on the Common Property without the Board's written approval, or inconsistent with any conditions of approval granted by the Board.
- (b) The Board will not be liable to any person for any compensation or repairs or reimbursement of any sign so removed or destroyed.

**26. Erection of storage units within car spaces in underground garage**

- (a) An owner of a lot is only permitted to erect a garden shed or storage unit within the boundaries of their car space provided the car space is within the underground garage, and subject to the following further restrictions:
  - (i) Car spaces for lots 46, 47, 48, 49 and 50 (Units 72, 73, 74, 75 & 76):

These car spaces have a depth of 6.3 metres and the owner of the lot may erect a small garden shed at the rear of the car space that does not exceed the following dimensions:-

2.4 metres wide and 1.5 metres in depth

The shed must be galvanised steel in a natural finish (and may not be painted in any colour other than stone beige or smooth cream or similar unless approved in writing by the Board of Directors)

The shed cannot prevent the resident's vehicle from being stored completely within the boundaries of the lot.

The shed must not obstruct storm water floor drainage or the air handling wall vents

An owner of a lot must make written application to the Board of Directors and must obtain a written consent before installing any shed. The shed may be screwed or bolted to the concrete floor of the garage to ensure its stability.

No personal items may be stored above, beside or hanging from the shed. All personal items must be contained within the shed at all times.

The shed does not form a part of the common property and remains the responsibility of the lot owner to repair and maintain.

- (ii) Car spaces for lots 1, 20, 21, 22, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 39, 40, 41, 42, and 43 (Units 1, 34, 35, 36, 42, 43, 44, 45, 46, 52, 53, 54, 55, 56, 62, 63, 64, 65 & 66):

These car spaces have a depth of 5.3 - 5.5 metres and the owner of the lot may erect an over bonnet storage unit to the rear of the car space that does not exceed the following dimensions: 2.4 metres wide and 1.5 metres in depth

The shed must not obstruct storm water floor drainage or the air handling wall vents

The storage unit must be galvanised steel in a natural finish (and may not be painted in any colour other than stone beige or smooth cream or similar unless approved in writing by the Board of Directors).

The storage unit cannot prevent the resident's vehicle from being stored completely within the boundaries of the lot.

An owner of a lot must make written application to the Board of Directors and must obtain a written consent before installing any over bonnet storage unit. The over bonnet storage unit may be screwed or bolted to the concrete floor of the garage to ensure its stability.

No personal items may be stored above, beside or hanging from the storage unit. All personal items must be contained within the storage unit at all times.

The storage unit does not form a part of the common property and remains the responsibility of the lot owner to repair and maintain.

- (b) An owner of a lot not listed in (a) or (b) above is not permitted to erect a garden shed or storage unit or other similar unit within any car space within the underground garage.
- (c) An owner of a lot is not permitted to erect a garden shed or storage unit or other similar unit within any ground level car space.



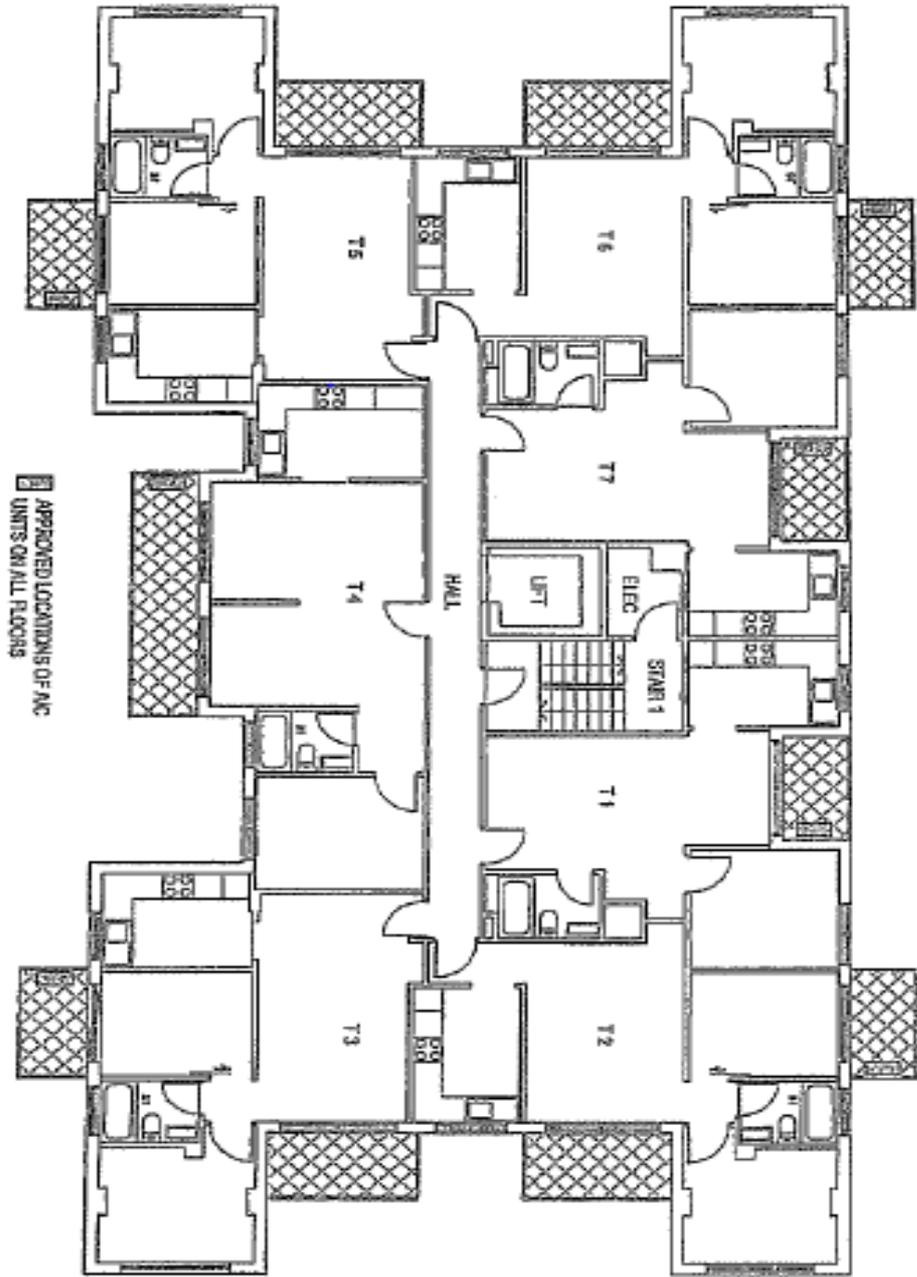
**VANOVACTUON**  
ARCHITECTS



PROJECT  
1000 ROAD, CENTREVILLE PARK

DATE  
2017

SCALE  
AS SHOWN



Schedule 2  
Lot Entitlement Table

Share Group No	Ordinary Share No's	Lot to which entitled	Home Unit	Car Space
1	1 - 1673	1	1	1
2	1674 - 2975	2	10	
3	2976 - 4555	3	11	
4	4556 - 6395	4	12	
5	6396 - 8235	5	12a	
6	8236 - 10001	6	14	
7	10002 - 11897	7	15	
8	11898 - 13737	8	16	
9	13738 - 15517	9	17	
10	15318 - 16990	10	21	21
11	16991 - 19016	11	22	22
12	19017 - 21061	12	23	23
13	21062 - 22957	13	24	24
14	22958 - 25039	14	25	25
15	25040 - 27081	15	26	26
16	27085 - 28757	16	27	27
17	28758 - 30467	17	31	31
18	30468 - 32493	18	32	32
19	32494 - 34538	19	33	33
20	34539 - 36434	20	34	34
21	36435 - 38553	21	35	35
22	38554 - 40535	22	36	36
23	40636 - 42345	23	37	37
24	42346 - 44129	24	41	41
25	44130 - 46248	25	42	42
26	46249 - 48401	26	43	43
27	48405 - 50411	27	44	44
28	50412 - 52604	28	45	45
29	52605 - 54760	29	46	46
30	54761 - 56944	30	47	47
31	56945 - 58366	31	51	51
32	58367 - 60485	32	52	52
33	60486 - 62641	33	53	53
34	62642 - 64548	34	54	54
35	64549 - 66878	35	55	55
36	66879 - 69034	36	56	56
37	69035 - 70856	37	57	57
38	70857 - 72715	38	61	61
39	72716 - 74871	39	62	62
40	74872 - 77101	40	63	63
41	77102 - 79146	41	64	64
42	79147 - 81376	42	65	65
43	81377 - 83569	43	66	66
44	83570 - 85428	44	67	67
45	85429 - 87287	45	71	71
46	87288 - 89443	46	72	72
47	89444 - 91673	47	73	73
48	91674 - 93718	48	74	74
49	93719 - 95948	49	75	75
50	95949 - 98141	50	76	76
51	98142 - 100000	51	77	77

**SCHEDULE 3**  
**PLAN OF BUILDING**

(Annexed Hereto)

COMPANY TITLE PLAN

SURVEYOR'S CERTIFICATE  
 I, JOHN ARTHUR WATSON  
 ✓ WATSON BUCHAN SURVEYORS  
PO BOX 178 CARINGBAH

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

PLAN OF SUBDIVISION OF LOT 2 IN D.P. 568783,  
 LOT 1 IN D.P. 928211 AND LOT 1 IN D.P. 927602.

Locality: CENTENNIAL PARK

LGA: SYDNEY CITY

County: CUMBERLAND

Parish: ALEXANDRIA

ADDRESS : NO. 1 COOK ROAD  
 CENTENNIAL PARK, 2021

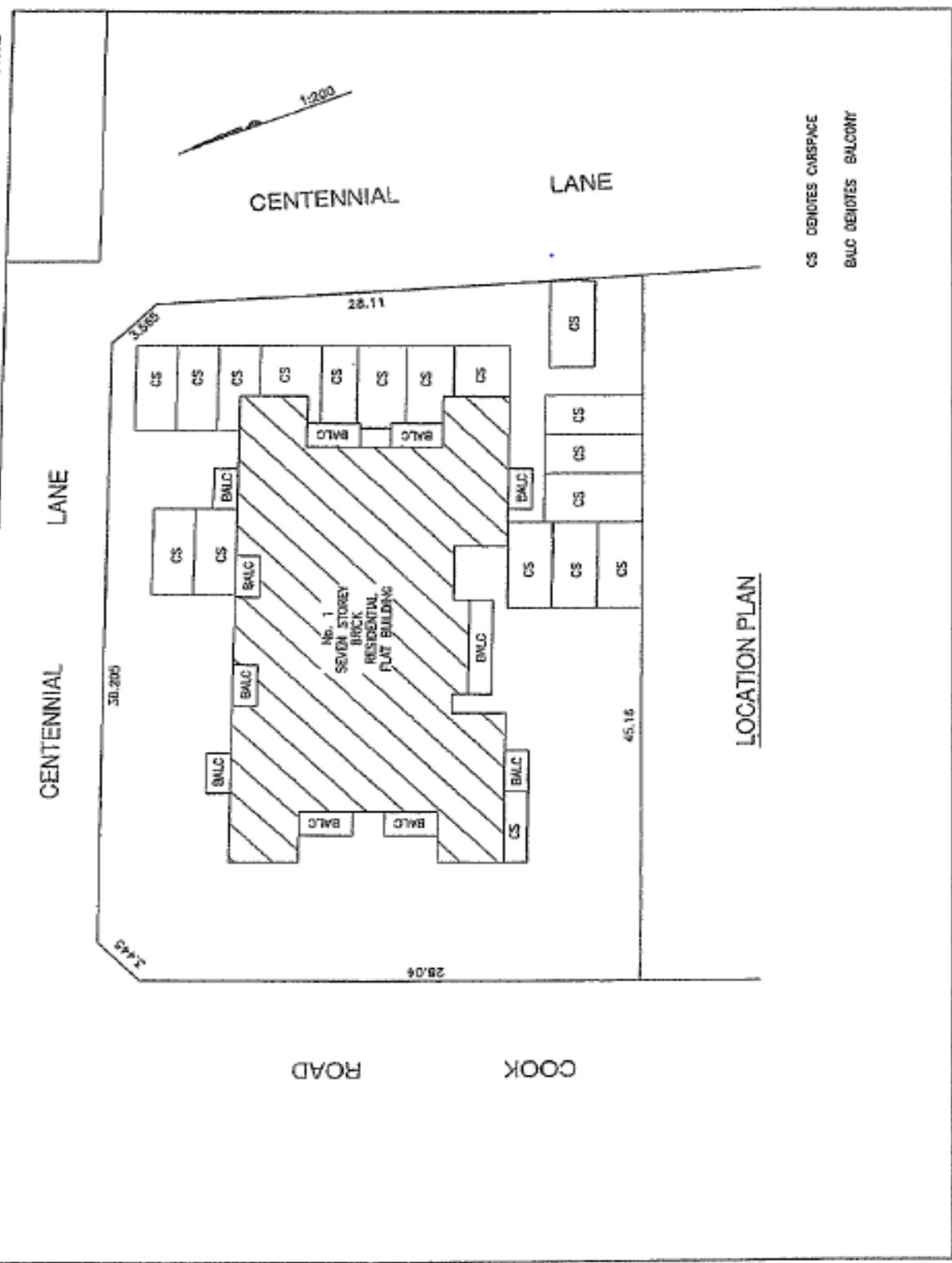
SHEET 1 OF 7 SHEETS

SIGNATURES AND SEALS

SURVEYOR'S REFERENCE: 10/25A

COMPANY TITLE PLAN

Sheet 2 of 7 Sheets

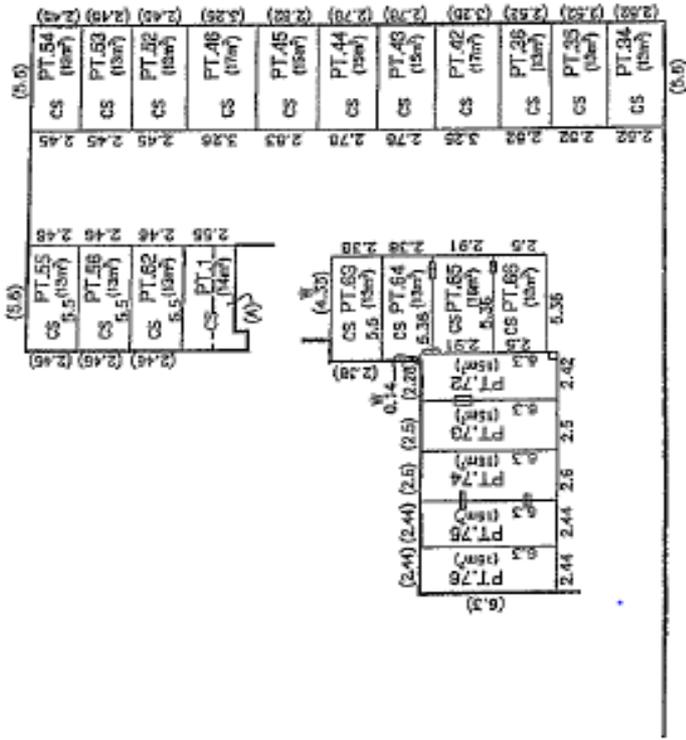


LOCATION PLAN

SURVEYOR'S REFERENCE: 10/269

COMPANY TITLE PLAN

Sheet 3 of 7 Sheets



- CS DENOTES CARS/SPACE
- W DENOTES PROLONGATION OF OUTER FACE OF WALL
- └ DENOTES RIGHT ANGLE
- ▣ DENOTES COLUMN
- AREAS ARE APPROXIMATE
- (A) RIGHT OF ACCESS 1 MTR.

BASEMENT  
CARS/SPACE

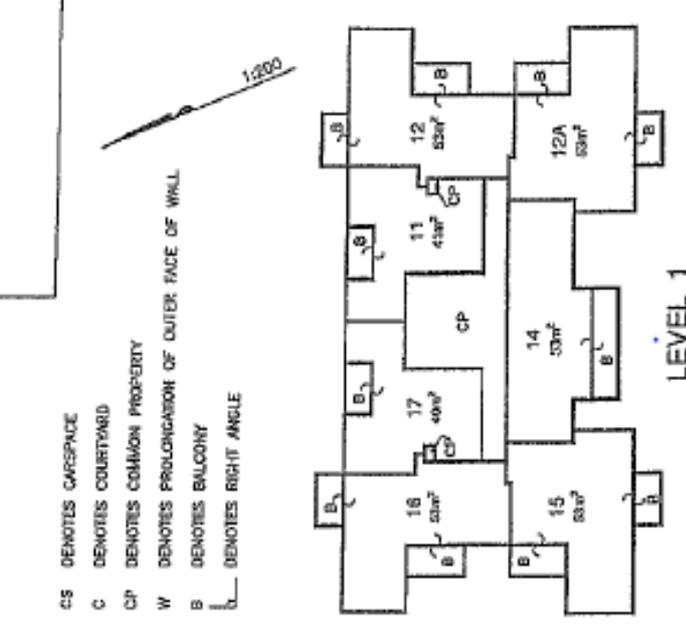
FLOOR PLAN

SURVEYOR'S E. CE. 10/589

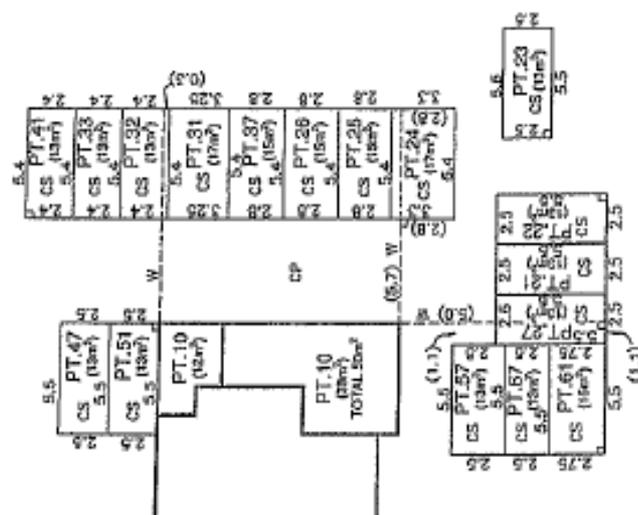
COMPANY TITLE PLAN

Sheet 4 of 7 Sheets

- CS DENOTES CARSPACE
- C DENOTES COURTYARD
- CP DENOTES COMMON PROPERTY
- W DENOTES PROLONGATION OF OUTER FACE OF WALL
- B DENOTES BALCONY
- └ DENOTES RIGHT ANGLE



LEVEL 1

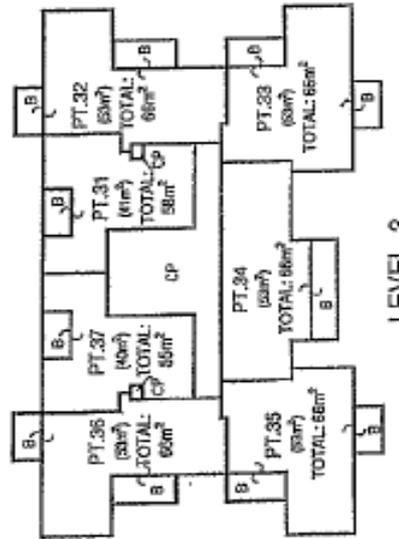
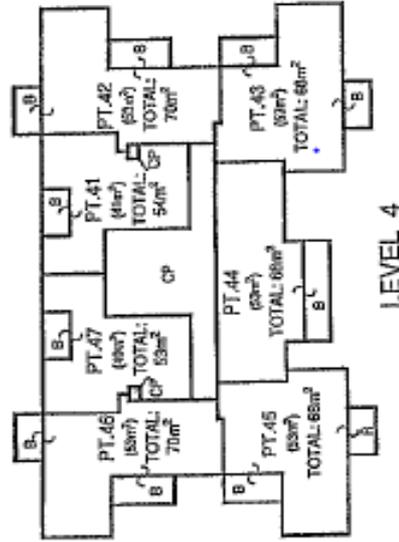
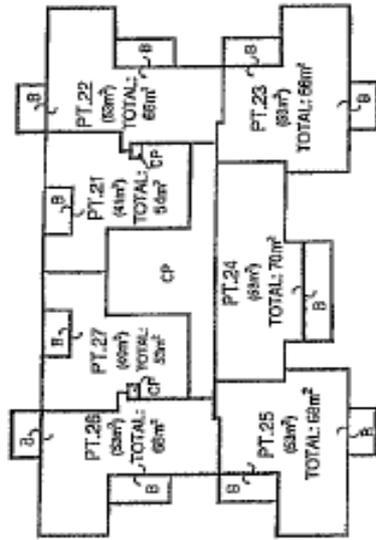


GROUND LEVEL

FLOOR PLAN

1. AREAS ARE APPROXIMATE
2. BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE AND IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR LEVELS UNLESS COVERED.
3. COURTYARDS ARE LIMITED IN HEIGHT AND DEPTH TO 2.7 METRES ABOVE AND BELOW THE UPPER SURFACE OF THEIR RESPECTIVE GROUND FLOOR UNIT LEVELS, UNLESS COVERED OR CONCRETE PAVED.
4. CARSPACES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR LEVELS UNLESS COVERED.

SURVEYOR'S REFERENCE: 10/568



**FLOOR PLAN**

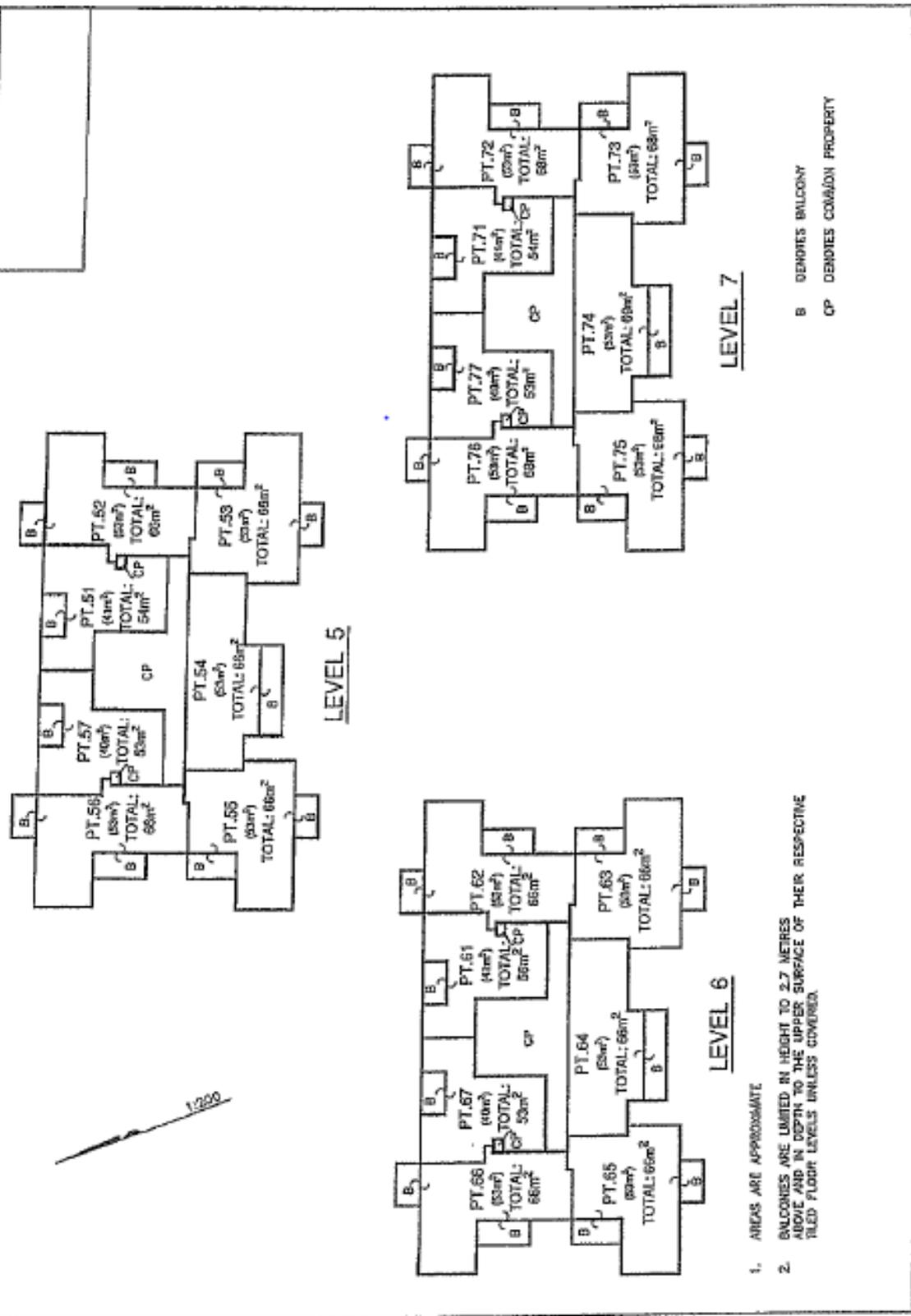
B DENOTES BALCONY  
CP DENOTES COMMON PROPERTY

1. AREAS ARE APPROXIMATE
2. BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE AND IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE FLEED FLOOR LEVELS UNLESS COVERED.

SURVEYOR J. ACE 10/2009

COMPANY TITLE PLAN

Sheet 6 of 7 Sheets

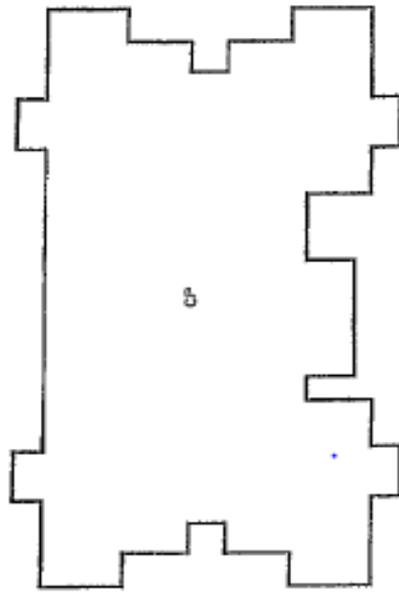


SURVEYOR'S REFERENCE: 10/569

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 7 Sheets

COMPANY TITLE PLAN



ROOF LEVEL

FLOOR PLAN

- CP DENOTES COMMON PROPERTY
- 1. AREAS ARE APPROXIMATE

SURVEYOR'S SEAL DATE 10/5/89

**SCHEDULE 4**  
**NOTICE OF LEVY**

TO:

SHARE GROUP  
SHARE NUMBERS:           &  
LOT:  
TOTAL AMOUNT OF LEVY RAISED:  
YOUR % OF LEVY:

Pursuant to a special resolution of the Board on           day of           20

ordinary/special levy  
has been imposed:-

**A    YOUR GROUPS PROPORTION**

(a)	Administration Fund	\$	
(b)	Sinking Fund	\$	
(c)	TOTAL	\$	_____

**B    DATE LEVY DUE:**

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

OR

(b)	(i)	levy payable by instalments	
	(ii)	Date upon which each instalment is due & payable:-	
			20
			20
			20
	(iii)	First instalment due	20

**C    REASON FOR LEVY:**

(i) Ordinary Levy: Funds to meet day to day expenses of the Company and its Administration and maintenance of the building.

OR

(ii) Special Levy

.....  
.....  
.....  
.....

THE COMMON SEAL OF  
1 COOK ROAD LIMITED  
was hereunto affixed by authority  
of the Board of Directors in the presence of:

.....  
Secretary

.....  
Director



(v)	Date upon which instalments is due and payable	.....	20
		.....	20
		.....	20
		.....	20
		.....	20
		.....	20
		.....	20
(vi)	Date to which instalments are paid	.....	20
(vii)	Amount (If any) now due and payable	.....	20
(viii)	Amount of past levies not yet paid; and interest due thereon :-		
	(a) Amount outstanding		\$
	(b) Amount from to		\$
(b)	<b>SPECIAL LEVIES</b>		
(i)	Amount of current special levies		\$
(ii)	Date upon which resolution of Board imposed levy		\$
(iii)	Brief statement as to the purpose for which the levy was imposed	.....	
		.....	
		.....	
		.....	
		.....	
(iv)	Date upon which Levy Payable		
(v)	Amount Levy unpaid		
(c)	<b>FUNDS</b>		
(i)	The balance of the Administrative Fund as at day of		20
	was \$		
(ii)	The balance of the Sinking fund as at day of		20
	was \$		

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

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

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

The Common Seal of J COOK ROAD LIMITED  
 was hereunto affixed in the  
 presence of:-

.....  
 Secretary

.....  
 Director

## Balance Sheet

### As at 31/05/2023

1 Cook Road Limited

1 Cook Road, CENTENNIAL PARK NSW 2021

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	(102,565.21)
Owners Equity--Admin	31,024.92
	(71,540.29)
<b>Sinking Fund</b>	
Operating Surplus/Deficit--Sinking	55,117.01
Owners Equity--Sinking	703,040.07
	758,157.08
<b>Net owners' funds</b>	<b>\$686,616.79</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	(59,940.07)
Receivable--Levies--Admin	1,055.11
Receivable--Owners--Admin	99.00
	(58,785.96)
<b>Sinking Fund</b>	
Cash at Bank--Sinking	192,702.43
Investments--Sinking No.1	100,000.00
Receivable--Levies--Sinking	1,841.66
Investments--Sinking No.2	100,000.00
Investments--Sinking No.3	100,000.00
Investments--Sinking No.4	50,000.00
Investments--Sinking No.6	150,000.00
Investments--Sinking No.5	102,183.37
	796,727.46
<b>Unallocated Money</b>	0.00
<i>Total assets</i>	737,941.50
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Accrued Expenses--Admin	50.00
Creditor--GST--Admin	(4,316.49)
Prepaid Levies--Admin	17,020.82
	12,754.33
<b>Sinking Fund</b>	
Creditor--GST--Sinking	3,755.05
Prepaid Levies--Sinking	34,815.33
	38,570.38
<b>Unallocated Money</b>	

	<b>Current period</b>
	<u>0.00</u>
<i>Total liabilities</i>	<u>51,324.71</u>
<b>Net assets</b>	<u><b>\$686,616.79</b></u>

**MINUTES OF AN ANNUAL GENERAL MEETING 1 COOK ROAD LIMITED**

**ADDRESS OF THE COMPANY:** 1 Cook Road, Centennial Park NSW 2021

**DATE, PLACE & TIME OF MEETING:** An Annual General Meeting of 1 Cook Road Limited was held on Monday 6 December 2021 at the Hughenden Hotel Queen Street Woollahra, commencing at 6:30 pm.

**PRESENT:**

Lot 8 E Powell & Mr C Carey  
Lot 9 V Widjaja  
Lot 13 M L Cameron  
Lot 23 V C Littleford  
Lot 26 F M Skyring  
Lot 30 E Byron  
Lot 34 P R Smith  
Lot 35 Mr & Mrs E Faram  
Lot 43 A Manon  
Lot 49 P Miller & J Petinos  
Lot 51 L Sullivan

**PROXY VOTES:**

R Boyce (39) & (40) to P Smith (34)  
V Roberts (41) to P Smith (34)

**APOLOGIES:** V Roberts (41), J Cole (22) & R Boyce (39)

**IN ATTENDANCE:** David Terry (Strata Logic) - Company Manager)

**CHAIRPERSON:** Philip Smith (34)

**MOTIONS:**

**1 Minutes Last Meeting**

**RESOLVED** that the minutes of the 2020 annual general meeting held on 7 Dec 2020, be confirmed as a true record of the proceedings of that meeting. .

**2 Valuation**

Motion Defeated that a revaluation of the building be obtained for insurance purposes.

**3 Auditor Appointment**

**RESOLVED** that Economos be engaged to audit the annual accounts for the period ending 30/06/2022.

**4 Financial Statement**

**RESOLVED** that the audited financial statements for the period ending 30 June 2021 be adopted.

**5 Budget & Levies**

**RESOLVED** that the statement of estimated receipts and payments (budget) be tabled and adopted.

**RESOLVED** that contributions to the Administrative Fund are estimated and determined at \$121,000.00 including GST to be paid by instalments set out below:

1 Sept 2021  
1 Dec 2021  
1 March 2022  
1 June 2022

**RESOLVED** that Contributions to the Sinking Fund are estimated and determined at \$165,000.00 including GST to be paid by instalments set out below:

1 Sept 2021  
1 Dec 2021  
1 March 2022  
1 June 2022

## **6 Levy Recovery Process**

**RESOLVED** that the Company, for the purpose of collecting levy contributions, interest and recovery costs thereon, authorise the company manager and/or the Directors to do any of the following:

- a. Levy Recovery Step 1: issue a reminder levy notice 35 days after the levy due date;
- b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date;
- c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 days after the levy due date;
- d. Levy Recovery Step 4: 96 days after the original date the levy was due, and where the debt is in

excess of \$2,000, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of 1 Cook Road Limited, to issue a letter of demand and/or to commence, pursue, continue or defend any court, tribunal or any other proceedings against any shareholder, mortgagee in possession and/or former shareholder in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;

e. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;

f. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions;  
and,

g. Liaise, instruct and prepare all matters with the Company debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

## **7 Dividend**

**RESOLVED** that shareholders note that no dividend is payable.

## **8 Election of Directors**

**RESOLVED** that the number of directors be determined to be – 5

**RESOLVED** that nominations be accepted for the election of Directors: Nominees: P Smith (34), C Carey (8), V Widjaja (9), E Byron (30), D Sheridan-Wall (48);

**RESOLVED** that the existing Directors be confirmed and remain in office - P Smith (34),

C Carey (8), V Widjaja (9), E Byron (30), D Sheridan-Wall (48)

## **9 Lift Modernisation**

Discussion took place amongst the shareholders on whether to prioritise lift modernisation over the window and slide door replacements.

**RESOLVED** to engage Kone Elevators to modernise the lift as recommended in the Thomson Elevator Consultancy Services – Lift Replacement Tender Assessment report dated 6 April 2021.

## **9A Building Consultant Engagement**

**RESOLVED** that a building consultant (the name and the written terms of reference of appointment is to be advised and drafted by the Company Manager) be engaged by the Board of Directors to provide a condition report on all aspects of the building that require` capital works be undertaken, including an audit of the condition of windows and evidence of any spalling concrete, noting that spalling concrete is already an identified problem within units due to the existing of magnesite floor topping.

## **10 Telcos**

Viv Widjaja (company director) provided to the shareholders in attendance at the Meeting with an overview/report of the ongoing discussions with the lawyers for each of Telstra and Cseti, and current issues with the 3 telcos which concern the Company, as to the physical presence and activities of the 3 telcos within the building.

**Closure:** There being no further business the meeting closed at 8:35 pm.

**MINUTES OF AN ANNUAL GENERAL MEETING 1 Cook Road Limited**

**ADDRESS OF THE COMPANY:** 1 Cook Road, CENTENNIAL PARK NSW 2021

**DATE, PLACE & TIME OF MEETING:** An Annual General Meeting of 1 Cook Road Limited was held on Tuesday, 6 December 2022, at the Hughenden Hotel, Queen St Woollahra, commenced at 6:15 PM.

**PRESENT:**

Lot #	Unit #	Attendance	Owner Name Representative
8	16	Yes	Ms E Powell & Mr C Carey
9	17	Yes	V Widjaja
11	22	Yes	Ms J L Cole
13	24	Yes	M L Cameron
16	27	Yes	J H Buckton
24	41	Yes	Danielle I Machuca
26	43	Yes	F M Skyring
29	46	Yes	J M Rohozynsky
30	47	Yes	E Byron
34	54	Yes	P R Smith
35	55	Yes	Mrs P Faram
37	57	Yes	J A Lane
50	76	Yes	Mr & Mrs J Rohozynsky

**BY PROXY:**

D Hinrichsen (23) to F Skyring  
R Boyce (62) & (63) to P Smith  
V Roberts (64) to P Smith  
A Manon (66) to F Skyring  
M Baber (67) to D Terry

**APOLOGIES:** D Vale (25) D Sheridan-Wall (74)

**CHAIRPERSON:** David Terry

**MOTIONS:**

- 1 Minutes Last Meeting**  
Resolved that the minutes of the last general meeting held on Monday, 6 December 2021, be confirmed as a true record of the proceedings of that meeting.
- 2 Insurances**  
It was noted the last valuation for insurance purposes in 2021 suggested a sum insured of was \$18,820,000 however the directors had elevated that figure to \$21,000,000 to ensure adequate cover noting escalating building and inflationary costs in the past 12-18 months.
- 3 Financial Statement**  
Resolved that the audited financial statements for the period ending 30/06/2022 be adopted.
- 4 Auditor**  
Resolved that Economos be engaged to audit the annual accounts for the period ending 30/06/2023.
- 5 Lift Replacement**  
It was noted there is a 26-week lead time on the materials from date of order and estimated 10 week installation (lift outage period) and works are anticipated to commence on a date after 1 August 2023.
- 6 Remedial Works**  
Resolved that the Company enter into formal documentation with RHM Consultants Pty Ltd to create a scope of works for remedial building works and to then tender that scope of works.
- 7 Budget & Levies**

Resolved that the Company enter into formal documentation with RHM Consultants Pty Ltd to create a scope of works for remedial building works and to then tender that scope of works.

Proposed amendment to the sinking fund contributions for the third and fourth quarters a 50% increase (i.e., \$61,875 per quarter).

Resolved that the statement of estimated receipts and payments (budget) be tabled and as amended adopted.

Resolved that contributions to the Administrative Fund are estimated and determined at \$121,000.00 including GST in instalments set out in the table below:

Amended & Resolved that Contributions to the Sinking Fund are estimated at \$206,250.00 including GST in instalments set out in the table below

#### **CONTRIBUTIONS**

Due Date	Admin Fund	Capital Works Fund
1st Sep 2022	\$30,250.00	\$41,250.00
1st Dec 2022	\$30,250.00	\$41,250.00
1st Mar 2023	\$30,250.00	\$61,875.00
1st Jun 2023	\$30,250.00	\$61,875.00

#### **PRE-DETERMINED CONTRIBUTIONS**

Due Date	Admin Fund	Capital Works Fund
1st Sep 2023	\$30,250.00	\$41,250.00

#### **8 Election of Directors**

The shareholders acknowledged the contribution of retiring directors.

David Sheridan-Wall & Eva Byron

The shareholders noted the nomination of the following shareholders and elected them as directors of the company

Jo Lane (57) & Jamie Buckton (27)

Returning directors

P Smith, Viv Wijaja & Jim Carey

#### **9 Dividend**

Resolved that shareholders note that no dividend is payable.

#### **10 Appointment of Agent**

Resolved that in accordance with the agency agreement

- (a) Strata Logic Pty Ltd continues to be appointed as company agent of 1 Cook Road Limited
- (b) The Company delegate to the Agent all of the functions of

- (i) the Company other than those restricted by the constitution and
- (ii) its chairperson, secretary, treasurer and board, necessary to enable the agent to carry out the 'primary services' and the 'additional services' as defined in the written agreement, a copy of which is tabled at this meeting at which this resolution is to be put (Agreement);

- (c) the delegation to the Agent is to be subject to the condition and limitation in the Agreement; and
- (d) the Company execute the Agreement to give effect to this appointment and delegation; and
- (e) authority be given for the common seal of the Company to be affixed to the Agreement.

There being no further business the meeting closed at 8:40 PM.