



## **Phase 1 - Environmental Site Investigation**

**Prepared For**

**Tcon Constructions Pty Ltd**

Waratah  
Environmental  
Consulting

WEC104.PSI\_v1.1

14 December 2022

**400-404 Cabramatta Road West, 2-18 Orange  
Grove Road & 6 Links Avenue,  
Cabramatta NSW**

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## Executive Summary

Mr Ahmed Taleb of Taleb Construction (the client) engaged Waratah Environmental Consultants (Waratah) to conduct a Preliminary Site Investigation (PSI) of the property located at 400-404 Cabramatta Road West, 2-18 Orange Grove Road and Links Avenue, Cabramatta NSW (the Site).

Waratah understands this PSI is required as part of a development application (DA) to Fairfield City Council to facilitate development of the subject site. In order to achieve these outcomes, the main objectives of this assessment were:

- Evaluate the potential for site contamination on the basis of historical land uses, anecdotal and documented evidence of possible contamination sources;
- Evaluate the potential for site contamination on the basis of a site walkover inspection;
- Evaluate the potential risk (if any) of the identified contamination sources may pose to human and ecological receptors; and
- Make appropriate recommendations for further investigation or remedial works where required.

Based on a review of the available historical aerial photographs, the site appears to have been vacant with moderate vegetation coverage from at least 1943 until approximately 1955 when a dwelling was constructed in the central portion of the site. The dwelling underwent several modifications from approximately 1960 until 2005 including but not limited to, construction of an inground swimming pool, extension / modifications to the dwelling and construction of a circular driveway. The dwelling was demolished and removed from the site in approximately 2005 with demountable / container style buildings erected in the northern portion of the site in approximately 2016.

Based on regional geological information, the site is likely underlain by soils of the Blacktown group with Wianamatta Shale at depth. The site is not mapped with regards to acid sulfate soils (ASS) risk, the ASS risk is therefore considered low.

Following the implementation of the recommendations (Section 12) and with due regard for the statement of limitations (Section 13) the site can be made suitable for its intended land use as a medium density residential townhouse village and high-density apartment building

## 1. Introduction

### 1.1. Background

Mr Ahmed Taleb of Taleb Construction (the client) engaged Waratah Environmental Consultants (Waratah) to conduct a Preliminary Site Investigation (PSI) of the property located at 400-404 Cabramatta Road West, 2-18 Orange Grove Road and Links Avenue, Cabramatta NSW (the Site).

The subject site is located approximately 31 km south-west of Sydney CBD, within the Local Government Area of Fairfield City Council. The site covers an area of approximately 15,285 m<sup>2</sup> (Designiche, 2022). The site is further defined as Lot 1 of DP29449, Lot 1 & 5 of DP503339 and Lot 6-7 of DP709126.

Waratah understands that this PSI is required as part of a data package for submission to Fairfield City Council to facilitate development of the site into a multi-stage development comprising 53 townhouses with basement car parking and an 85 unit apartment block overlying basement car parking. The final land use setting for the site is equivalent to HIL-D / HSL-B within the basement car parking footprint including internal roads and ground level parking areas.

### 1.2. Objectives

The objectives of this PSI were to:

- Investigate available historical data to determine the potential for any sources of contamination to be present on, or in the vicinity of the site to develop a conceptual site model (CSM);
- Evaluate the potential risk (if any) of the identified contamination sources may pose to human and ecological receptors; and
- Make appropriate recommendations for further investigation or remedial works where required.

### 1.3. Proposed Land-use

Waratah understands that this PSI is required as part of a data package for submission to Fairfield City Council to facilitate development of the site. Based on the architectural drawings (Designiche, 2022) the site will be developed in two stages; Stage 1 comprises 53 townhouses with basement car parking and Stage 2 is an 85 unit apartment block overlying basement car parking. No formal plans for Stage 2 have been provided nor considered in this report. The final land-use setting for the site is equivalent to HIL-D / HSL-B within the basement car parking footprint including internal roads and ground level parking areas; and any backyard areas on grade, would be subject to HIL-B / HSL-B land-use setting.

### 1.4. Previous Investigations

Waratah is not aware of any previous investigations pertaining to any environmental parameters, having been completed for the subject site.

### 1.5. Regulatory Framework

The following assessment criteria has been considered during this site investigation;

- EPA (2020) *Consultants Reporting on Contaminated Land*;
- NEPC (2013) *Schedule B(1) Guidelines on Investigation Levels for Soil and Groundwater*;
- NEPC (2013) *Schedule B(2) Guideline on Site Characterisation*;
- Contaminated Land Management Act 1997;

- State Environment Protection Policy 55 (SEPP 55) – *Remediation of Land*;
- POEO Act (1997) Protection of the Environment Operations Act;
- OEH (2011) *Guidelines for Consultants Reporting on Contaminated Sites*;
- Fairfield Local Environmental Plan (LEP) 2013

### 1.6. Scope of Work

In order to complete the scope of work detailed in the proposal (WEC104.P1, dated 21 November 2022) the following works were completed;

#### 1.5.1 Desktop Study

- Review of available government and council records;
- Review of existing underground services on site; and
- A review of relevant topographical, geological, hydrogeological and soil landscape maps for the subject site.

#### 1.5.3 Data, Assessment & Reporting

- Compile the findings of the desktop study;
- Assess the all methodologies against project data quality objectives (DQOs); and
- Where necessary, make remedial / management recommendation.

## 2. Cadastral Details

### 2.1. Property Identification

Attribute	Description
Site Address	400-404 Cabramatta Road West, 2-18 Orange Grove Road & 6 Links Avenue, Cabramatta NSW
Lot / Section / Deposition Plan	Lot 1/ - / DP29449; Lot 1/ - / DP503339; Lot 2/ - / DP503339; Lot 6/ - / DP709126; Lot 7/ - / DP709126; Lot 6/ - / 30217
Site Area	1,5285 m <sup>2</sup> (Designiche, 2022)
State Survey Marks	A total of four (4) state survey markers (SS) and eight (8) permanent markers (PM) were identified within close proximity (<150m) to the site: <ul style="list-style-type: none"> <li>- SS165877 on Cabramatta Road;</li> <li>- SS176989 on Links Avenue;</li> <li>- SS26106D on Links Avenue;</li> <li>- SS26107 on Orange Grove Road;</li> <li>- PM4530D on Orange Grove Road;</li> <li>- PM47147D on Orange Grove Road;</li> <li>- PM2940D on Orange Grove Road;</li> <li>- PM52030 on Warwick Avenue;</li> <li>- PM52031 on Smith Avenue;</li> <li>- PM52032 on Smith Avenue;</li> <li>- PM51735 on Smith Avenue; and</li> <li>- PM4589D on Orange Grove Road.</li> </ul>



**Figure 2.1** – Site Locality (source: [maps.six.nsw.gov.au](https://maps.six.nsw.gov.au))

Local Government Authority	Fairfield City Council
County	Cumberland
Local Aboriginal Land Council	Gandangara
Current Zoning	R3 – Medium density residential; and R4 – High density residential.
Current Land Use	The land is currently occupied by a residential dwelling. The land use setting is equivalent to HIL / HSL A – Residential with access to soils.

## 2.2. Environmental Parameters

Attribute	Description
Soil Landscape	<p>The following excerpt from <i>NSW Soil Landscapes of Sydney 1:100,000 Sheet</i> (Chapman &amp; Murphy, 1989) details the regional landscape and composition of the natural regolith at the subject site.</p> <p>Chapman &amp; Murphy (1989) indicated that the site is underlain by soils of the Blacktown residual group. The soils are described as shallow to moderately deep red and brown podzolic soils on crests, upper slopes and well drained areas; deep yellow podzolic soils and soloths on lower slopes and in areas of poor drainage.</p>
Topography	The site topography comprises a negligible slope (<1%) toward the west. Locally Nuwara Road has a slight slope toward the south.
Site Drainage	Surface water at the site is anticipated to flow toward the south-west, consistent with the general slope of the site. Local surface water is likely to be collected by municipal stormwater system on Nuwara Road.
Regional Geology	According to Chapman & Murphy (1989) the site is underlain by Wianamatta Group Ashfield Shale formations. The Ashfield Shale comprises laminite and dark grey siltstone and Bringelly Shale which consists of shale, with occasional calcareous claystone, laminate and coal.
Acid Sulfate Soil Risk	<p>According to Chapman &amp; Murphy (1997) the subject site is located with an area of <i>No Known Occurrence</i> with regard to the Acid Sulfate Soil (ASS) risk.</p> <p>The Fairfield LEP (2013) indicates the site lies in an area of <i>No Standard Value</i> with regard to the ASS risk. The site lies approximately 600m west of an identified Class 2 area. ASS is unlikely to be found within <i>No Standard Value</i> areas nor areas greater than 500m from a Class 1, 2, 3, or 4 area.</p> <p>Waratah considered the ASS risk to be low, no additional investigation was warranted.</p>
Nearest Surface Water Feature	<p>An unnamed tributary of Cabramatta creek exists approximately 170m south-west of the site.</p> <p>Cabramatta Creek feeds the Georges River to the east; the Georges River is tidally influenced and therefore considered a marine ecosystem.</p>

## 2.3. POEO Public Register Search

On 8 December, 2022, Waratah conducted a search of the POEO Public Register for information about environment protection licences, licence applications, notices issued under the POEO Act, audits and pollution studies, reduction programs or penalty notices pertaining to the subject site and surrounding area. A total of two (2) items were listed pertaining to a POEO licence (issued 16 May 2000) and a surrender of POEO licence (issued 6 February 2000) issued to Capral Ltd. The registered address for Capral Ltd is greater than 500m from the subject site and not considered to pose a significant environmental risk to the site.

#### 2.4. Groundwater Search

A search of Water NSW (<https://realtime.data.watersnsw.com.au/>) registered groundwater bores was completed on 8 December 2022. The search revealed that there are no registered groundwater bores within a 500m radius of the subject site.



### 3. Site Walkover Inspection

As part of the field investigation program, Waratah conducted a detailed site walkover inspection on 8 December, 2022, **Table 3.1** details site observations and corresponding photograph log;

Table 3.1 Photograph log



**Photograph 1:** Shipping container and plant / vehicle storage area, adjacent dwelling, facing south-west



**Photograph 2:** Plant stored in north-west corner of the site with aggregate / gravel covered ground surface, facing west





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**Photograph 3:** Dwelling and vehicle storage area with aggregate / gravel covered ground, facing east



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**Photograph 4:** Stored tools and equipment in northern portion of site, facing east





**Photograph 5:** Stockpiled green waste and discarded metal barrel found on the northern perimeter of the site, facing south



**Photograph 6:** General waste including PVC conduit and car batteries located on north-western portion of the site.





**Photograph 7:** Exposed soils in central portion of site, facing west



**Photograph 8:** Evidence of partially demolished dwelling in southern portion of site, facing west





**Photograph 9:** Overgrown vegetation in central portion of the site, facing south



**Photograph 10:** Evidence of significant water pooling in the southern portion of the site

Waratah completed a site walkover inspection on 8<sup>th</sup> December 2022, and made the following observations:

- The northern portion of the site is generally level with a moderate to steep slope from the centre of the lot toward the south-east;
- The sit comprises primarily grass covering with sparsely dense tree covering. Site-wide vegetation was observed to be in a healthy condition with no obvious stress;
- A total of four (4) shipping containers and two (2) shed buildings were observed in the northern portion of the site. Multiple vehicles / plant were observed adjacent the shipping containers. The access road and plant storage area comprised gravel / aggregate covering on the ground surface;
- A concrete slab with basketball court was observed in the central-northern portion of the site. The slab was observed to be in fair condition with significant cracking;

- A partially demolished dwelling was observed in the southern portion of the site. No evidence of disturbed / imported soils was observed; and
- Multiple stockpiles of construction waste and green waste were observed in the northern portion of the site. Two car batteries were observed within the stockpiled waste. No other items of potential concern were observed within the stockpiled waste; including, but not limited to significant odours, paint chips, suspected asbestos containing materials and hydrocarbon staining.

## 4. Site History

### 4.1. Historic Photographs

As part of the desktop study component, a series of historical aerial photographs were inspected to develop a concise site history and aid the conceptual site model (**Section 5**). Available historical aerial photographs were obtained from the Department of Customer Services – Spatial Services; ArcGIS portal ([portal.spatial.nsw.gov.au](https://portal.spatial.nsw.gov.au)). The images that were reviewed include:

- **1943:** <https://maps.six.nsw.gov.au/#>.
- **1955:** Historic Aerial Photos; Sydney; Run 23, Frame 5171, dated 1/08/1955;
- **1960:** Historic Aerial Photos; Sydney; Run R37, Frame 5130, dated 25/06/1960;
- **1975:** Historic Aerial Photos; Sydney; Run R7, Frame 50, dated 27/03/1975;
- **1986:** Historic Aerial Photos; Sydney; Run R23E, Frame 145, dated 2/08/1986;
- **1994:** Historic Aerial Photos; Sydney; Run R11, Frame 148, dated 4/10/1994;
- **2005:** Historic Aerial Photos; Sydney; Run R11, Frame 167, dated 10/12/2005; and
- **2016:** <https://maps.six.nsw.gov.au/#>.

A summary of site history and the historical development of surrounding land is provided in **Table 4.1**.

*Table 4.1 – Summary of Historic Aerial Photographs*

Year	Observations
<b>1943</b>	The site appears to comprise vacant land / possible agricultural land with moderate to dense vegetation covering in the southern portion of the lot. Surrounding land comprises low density residential with some small parcels of agricultural land. Both Cabramatta Road to the north of the site, and Orange Grove Road to the west of the site, appear in their present-day orientation with dual carriageway.
<b>1955</b>	A dwelling appears to have been erected in the central portion of the site. Some vegetation clearing has occurred. A club house building has been constructed on the golf course to the west of the site.
<b>1960</b>	The site appears relatively unchanged from the previous image with possible modifications to the dwelling, difficult to discern from the quality of the image. The surrounding land has undergone moderate residential development with sparsely dense dwellings to the north and east
<b>1975</b>	Modifications to the site include the construction of a tennis court adjacent north of the dwelling and completion of circular driveway access to the eastern boundary of the site. Significant urban development has occurred on the lots directly east and south of the site.
<b>1986</b>	An inground swimming pool has been constructed immediately south of the dwelling. Modifications to the dwelling; extending building footprint to the north of previous image.

	<p>Some of the residential lots to the south of the site have constructed in-ground swimming pools.</p> <p>The road extending to the north of Orang Grove Road intersection is under construction.</p> <p>An on-grade parking facility has been constructed on the golf course immediately west of the site.</p>
<b>1994</b>	<p>The site appears relatively unchanged from the previous image.</p> <p>A small shed structure has been erected in the northern portion of the site.</p> <p>Gradual urban development has occurred on the surrounding land.</p> <p>Cabramatta Road, immediately north of the site, has been widened by two lanes with modifications to the intersection.</p>
<b>2005</b>	<p>The dwelling and adjacent swimming pool have been demolished and removed from the site. The site appears free of any structures / buildings.</p> <p>Gradual urban development has occurred on the surrounding land.</p> <p>A commercial lot has been constructed immediately north of Cabramatta Road.</p>
<b>2016</b>	<p>The site comprises 3-4 small buildings in the northern portion of the site with a concrete hard stand adjacent the western boundary.</p> <p>The central and southern portions of the site comprise moderate vegetation coverage with multiple dirt tracks observed across the site surface.</p> <p>Evidence of disturbed soil, possibly dried up dam / pond can be observed in the south-eastern corner of the site.</p> <p>Gradual urban development has occurred on the surrounding land.</p>

In summary, the site appears to have been vacant with moderate vegetation coverage from at least 1943 until approximately 1955 when a dwelling was constructed in the central portion of the site. The dwelling underwent several modifications from approximately 1960 until 2005 including but not limited to, construction of an inground swimming pool, extension / modifications to the dwelling and construction of a circular driveway. The dwelling was demolished and removed from the site in approximately 2005 with demountable / container style buildings erected in the northern portion of the site in approximately 2016.

The surrounding land comprised gradual urban development with a golf course and associated club house with car parking facilities was constructed on the land immediately west of Orange Grove Road in approximately 1955.

#### 4.2. Historic Title Search

A Historic Title Search was completed by the client on 8 December 2022 (refer to **Appendix C**). The historic title search indicated that the title was developed in 1988 and transferred in 2015. The site titles indicate it has remained residential in use.



## 5. Conceptual Site Model

### 5.1. Potential Sources of Contamination

As discussed in **Section 4**, the site was vacant from at least 1943 until 1955, when a dwelling was constructed. The site remained residential in use until approximately 2005 when the dwelling was demolished. The dwelling underwent several modifications including the construction of an in-ground swimming pool. With due regard for other site of this nature, potential sources of contamination may be present in the form of impacted fill soils. Improper demolition of the previous dwelling or back filling the swimming pool footprint may present contamination sources. Furthermore, the storage of plant and construction waste in the northern portion of the site may too present a contamination source.

### 5.2. Contaminants of Potential Concern

Based on the potential sources and the findings of previous investigation, the contaminants of potential concerns (COPC) include the following:

- Heavy metals (HM)
- Total Recoverable Hydrocarbons (TRH)
- Benzene, Toluene, Ethylbenzene, Naphthalene (BTEXN);
- Polycyclic Aromatic Hydrocarbon (PAHs);
- Polychlorinated Byphenyls (PCBs)
- Organic based herbicide (cyanide)
- Organochlorine Pesticides / Organophosphorus Pesticides (OCP/OPP); and
- Asbestos containing material (ACM).

These COPCs were included in the laboratory suite of analysis, the findings of this are discussed in **Section 9.2** and **Section 10**.

### 5.3. Transport Mechanism

The anticipated primary transport media for the migration of contaminants of concern are:

- Dermal contact / inhalation / ingestion of contaminated site soils by construction workers and future site occupants / users.
- Mobile contaminants transported by groundwater / surface runoff to downgradient ecological / human receptors.

### 5.4. Potential Migration Pathways

There are a number of mechanisms by which identified receptors may come into contact with contaminated sources, including the following:

- Incidental dermal contact or ingestion of impacted soils;
- Generation of impacted dusts, aerosols or sediments from impacted soils;
- Inadvertent use of contaminated groundwater; and
- Surface runoff and stormwater drainage system.

### 5.5. Potential Receptors

- Human Receptor – Direct contact of the contaminated soil / dust in a commercial setting including any contractors or maintenance workers.
- Offsite ecological receptors, including Cabramatta Creek aquatic ecosystem.

### 5.6. Discussion

Given there is little evidence from the historical aerial photographs (refer to **Section 4**) that any significant amount of fill soil was imported to the site, there is minimal risk associated with imported fill soils with the exception of the previous swimming pool footprint. Furthermore, there is the potential for demolition waste, namely asbestos containing materials and lead paints, that may have impacted soils in the vicinity of the previous dwelling footprint. Waratah notes that a basement car parking facility is proposed for the majority of the site footprint, the quality of any suspicious soil materials should be investigated during the waste classification of works to ensure no gross soil contamination is present.



## 6. Site Characterisation

### 6.1. Desktop Study

Based on regional geological information, the site is likely underlain by soils of the Blacktown group with Wianamatta Shale at depth. The site is not mapped with regards to acid sulfate soils (ASS) risk, the ASS risk is therefore considered low.

A review of the historical aerial photographs did not provide any evidence that significant volumes of fill soils were imported during the construction of the dwelling. The historic title searches, along with the site walkover inspection, did not identify any contamination sources in the form of storage of chemical, hazardous materials or industrial / commercial activities.

The historical photography indicated that a dwelling existed in the central portion of the site from approximately 1955 and was demolished in 2005 along with an inground swimming pool.

### 6.2. Review of Conceptual Site Model

Potential contamination is present in the form of poor demolition practices and the back filling of the swimming pool footprint, and storage of plant and building supplies in the northern portion of the site.

Based on the desktop study and field observations, the findings of the CSM (refer to **Section 5**) were considered to appropriately identify potential contaminant sources, migrations mechanisms and exposure pathways. Given the low probability of any significant volume of imported fill soils and the proposed development involves the excavation of a basement carpark which encompasses the majority of the site, the site can be made suitable for its intended land-use as medium to high density residential.

### 6.3. Data Gaps

As per the agreed upon scope, soil and groundwater conditions were not analysed. Uncertainty as to the quality of soil material within the site footprint still remains. Given that historic demolition of a dwelling and back-filling of a swimming pool has taken place, the quality of soil material in this area should be investigated.

## 7. Conclusions

Mr Ahmed Taleb of Taleb Construction (the client) engaged Waratah Environmental Consultants (Waratah) to conduct a Preliminary Site Investigation (PSI) of the property located at 400-404 Cabramatta Road West, 2-18 Orange Grove Road and Links Avenue, Cabramatta NSW (the Site).

Waratah understands this PSI is required as part of a development application (DA) to Fairfield City Council to facilitate development of the subject site. In order to achieve these outcomes, the main objectives of this assessment were:

- Evaluate the potential for site contamination on the basis of historical land uses, anecdotal and documented evidence of possible contamination sources;
- Evaluate the potential for site contamination on the basis of a site walkover inspection;
- Evaluate the potential risk (if any) of the identified contamination sources may pose to human and ecological receptors; and
- Make appropriate recommendations for further investigation or remedial works where required.

Based on a review of the available historical aerial photographs, the site appears to have been vacant with moderate vegetation coverage from at least 1943 until approximately 1955 when a dwelling was constructed in the central portion of the site. The dwelling underwent several modifications from approximately 1960 until 2005 including but not limited to, construction of an inground swimming pool, extension / modifications to the dwelling and construction of a circular driveway. The dwelling was demolished and removed from the site in approximately 2005 with demountable / container style buildings erected in the northern portion of the site in approximately 2016.

Based on regional geological information, the site is likely underlain by soils of the Blacktown group with Wianamatta Shale at depth. The site is not mapped with regards to acid sulfate soils (ASS) risk, the ASS risk is therefore considered low.

Following the implementation of the recommendations (Section 12) and with due regard for the statement of limitations (Section 13) the site can be made suitable for its intended land use as a medium density residential townhouse village and high-density apartment building.

## 8. Recommendations

With due regard for overall project objectives, the Waratah make the following recommendations;

- Any soil material designated for offsite disposal should be classified in accordance with the NSW EPA (2014) *Waste Classification Guidelines*. In the event that significant contamination is identified during this phase of works, validation samples of the remaining soil surface should be completed by the environmental consultant;
- Soil material, within the vicinity of the former dwelling, inground swimming pool and plant storage area in the northern portion of the site, should be investigated by a suitably qualified environmental scientist. Given that the proposed development includes the excavation of a basement and these areas of potential concern lie within the basement footprint, this step can be completed in conjunction with the waste classification phase of works;
- Soil materials within the landscape areas and areas with exposed soils should be analysed by a suitably qualified subcontractor to ensure that the material is suitable for the intended land-use; and
- Any material imported to the site for site leveling purposes and / or the construction of landscaping areas, should be validated as virgin excavated natural material (VENM) with appropriate laboratory sampling and validation.

## 9. Statement of Limitations

This report has been prepared for the sole use of the client (defined above). Waratah take no responsibility for the use of this document by any third party. This report does not provide any legal advice and has been prepared under the direct instructions of the client.

Should any suspected hazardous materials be encountered at any stage of the development, a suitably qualified environmental scientist should be engaged to manage the material.

This investigation is limited to the visible soil surfaces of the site within the cadastral boundary. Subsurface soil analysis was outside the scope of this report, Waratah makes no comment as to the chemical composition of sitewide soil material.

Any volumes, sizes or quantity of suspected hazardous materials detailed within this report have been estimated during the site investigation works.

This report should be read in its entirety, this report should not be separated or read in part as this has the potential to affect the findings of the report.

This report has been prepared by a suitably trained professional with a degree of care and diligence considered to be in conjunction with industry standards. Waratah, however, does not accept any responsibility or liability for the loss, damage, injury or death suffered by any party arising from the use of this report.

## References

- ANZECC / ARMCANZ (2000) *Australian & New Zealand Guidelines for Fresh and Marine Water Quality*, Australian & New Zealand Environment and Conservation Council and Agriculture and Resource Management Council of Australia & New Zealand, October 2000;
- Australian Standard (2005) Table E1 – *Minimum sampling points required for site characterisation*, in Guide to the investigation and sampling of sites with potentially contaminated soil – Part 1: Non0volatile and semi-volatile compounds, Standards Australia, AS 4482.12005.p45;
- Chapman, G.A & Murphy, C.L (1989) *Soil Landscapes of the Sydney 1:100 000 sheet*, Soil Conservation Service, Sydney September 1989;
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- OEH (2011) *Guidelines for Consultants Reporting on Contaminated Sites*, NSW Office of Environment & Heritage; OEH 2011/0650, 23 p;
- USEPA (2009) *Data Quality Assessment: A Reviewer's Guide – EPA QA/G-9R. USEPA Office of Environmental Information*, EPA/240/B/002, February 2006
- WADOH (2009) *Guidelines for the Assessment, Remediation and Management of Asbestos Contaminated Site in Western Australia*; May 2009;

## Abbreviations

ACM	Asbestos Containing Material
ASS	Acid Sulfate Soils
ANZECC	Australian & New Zealand Environment Conservation Council
ARMCANZ	Agriculture & Resource Management Council of Australia & New Zealand
B(α)P	Benzo(α)pyrene
BH	Borehole
BTEX	Benzene, Toluene, Ethylbenzene, Xylenes
CoC	Chain of Custody
cVOC	Chlorinated volatile organic compound
DA	Development Application
DECC	Department of Environment & Climate Change (see OEH)
DECCW	Department of Environment & Climate Change & Water (see OEH)
DNAPL	Dense non-aqueous phase liquid
DO	Dissolved Oxygen
DP	Deposited Plan
EC	Electrical Conductivity
EIL	Environmental Investigation Level
EPA	Environmental Protection Authority
ESA	Environmental Site Assessment
ESL	Environmental Screening Level
GIL	Groundwater Investigation Level
GME	Groundwater Monitoring Event
HIL	Health-based Investigation Level
HM	Heavy Metals
HSL	Health-based Screening Levels
Km	Kilometre
LNAPL	Light non-aqueous phase liquid
LOR	Limit of report
mAHD	metres Australian Height Datum
mBGL	metres below ground level
mg/L	Milligrams per litre
µg/L	Micrograms per litre
mV	Millivolts
NATA	National Association of Testing Authorities, Australia
NEPC	National Environmental Protection Council
NEPM	National Environmental Protection Measures
NSW	New South Wales
OCP	Organochlorine pesticides
OEH	Office of Environment and Heritage
OPP	Organophosphorus pesticides
PAHs	Polycyclic Aromatic Hydrocarbons
PCB	Polychlorinated Biphenyls
pH	per Hydrogen (measurement of acidity / alkalinity)
PQL	Practical Quantitation Limit
QAQC	Quality Assurance / Quality Control
RAP	Remedial Action Plan
SAQP	Sample, Analysis & Quality Plan
SIL	Soil Investigation Level

SRA	Sample Receipt Advice
SWL	Standing Water Level
TDS	Total dissolved solids
TCLP	Toxicity Characteristics Leachate Procedure
TRH	Total recoverable hydrocarbons
UCL	Upper Confidence Limit
USEPA	United State Environmental Protection Agency
UPSS	Underground Petroleum Storage System
UST	Underground Storage Tank
VOCs	Volatile organic compounds
WADOH	Western Australia Department of Health

## Appendix A – Figures





Site Boundary

\*All locations are approximate

**Taleb Constructions**  
 2 Orange Grove Road & 402-404 Cabramatta  
 Road, Cabramatta NSW  
 Figure 1 –Site Location

Scale: 1: 4514



## Appendix B – Proposed Plans



# DEVELOPMENT APPLICATION DOCUMENTATION

## ARCHITECTURAL DOCUMENTATION FOR STAGE 2 - RESIDENTIAL FLAT BUILDING

400-404 CABRAMATTA ROAD, CABRAMATTA WEST

### DRAWING LIST

TITLE	NO	ISSUE	SCALE
STAGE 2: COVER PAGE, BCA + BASIX REQUIREMENTS	DA00	A	NTS
STAGE 2: SITE ANALYSIS, STAGING + DEMOLITION PLAN	DA01	A	1:500
STAGE 2: SITE + ROOF PLAN	DA02	A	1:200
STAGE 2: BASEMENT 2 PLAN	DA03	A	1:200
STAGE 2: BASEMENT 1 PLAN	DA04	A	1:200
STAGE 2: GROUND FLOOR PLAN	DA05	A	1:200
STAGE 2: TYPICAL LEVEL 2-4 PLANS	DA06	A	1:200
STAGE 2: LEVEL 5 FLOOR PLAN	DA07	A	1:200
STAGE 2: LEVEL 6 FLOOR PLAN	DA08	A	1:200
STAGE 2: GFA + APARTMENT NO'S	DA09	A	1:500
STAGE 2: SECTION A-A	DA10	A	1:200
STAGE 2: NORTH + SOUTH ELEVATIONS	DA11	A	1:200
STAGE 2: EAST + WEST ELEVATIONS	DA12	A	1:200
STAGE 2: SHADOW DIAGRAMS - 9AM	DA13	A	1:300
STAGE 2: SHADOW DIAGRAMS -12PM	DA14	A	1:300
STAGE 2: SHADOW DIAGRAMS -3PM	DA15	A	1:300
STAGE 2: SCHEDULE OF EXTERNAL FINISHES	DA16	A	NTS
STAGE 2: CROSS VENTILATION DIAGRAMS	ADG01	A	1:500
STAGE 2: SOLAR ACCESS DIAGRAMS	ADG02	A	1:500
STAGE 2: VIEW FROM THE SUN DIAGRAMS 9AM-12PM	ADG03	A	3D
STAGE 2: VIEW FROM THE SUN DIAGRAMS 1PM-3PM	ADG04	A	3D

ADD BASIX WHEN RECEIVE FINAL

BCA requirements:

- 1

The glazed panel to Study to A102 to have a light transmitting area exclusive of framing members of not less than 0.37m2.
- 2

The glazed panel to Study to A103 to have a light transmitting area exclusive of framing members of not less than 0.47m2.
- 3

The glazed panel to Study to B102 to have a light transmitting area exclusive of framing members of not less than 0.36m2.
- 4

The opening to Study to B107 to have a light transmitting area exclusive of framing members of not less than 0.47m2.
- 5

The glazed panel to Study to A202, A302 & A402 to have a light transmitting area exclusive of framing members of not less than 0.37m2.
- 6

The glazed panel to Study to A203, A303 & A403 to have a light transmitting area exclusive of framing members of not less than 0.63m2.
- 7

The glazed panel to Study to A204, A304 & A404 to have a light transmitting area exclusive of framing members of not less than 0.72m2.
- 8

The glazed panel to Study to B202, B302 & B402 to have a light transmitting area exclusive of framing members of not less than 0.36m2.
- 9

The glazed panel to Study to A502 to have a light transmitting area exclusive of framing members of not less than 0.37m2.
- 10

The glazed panel to Study to A503 to have a light transmitting area exclusive of framing members of not less than 0.63m2.
- 11

The glazed panel to Study to A504 to have a light transmitting area exclusive of framing members of not less than 0.72m2.
- 12

The glazed panel to Study to B502 to have a light transmitting area exclusive of framing members of not less than 0.36m2.

The studies bounding the kitchens on Level 6 are afforded natural light via the openable skylights.

Mechanical ventilation to be provided to the above studies excluding the studies bounding the kitchens on Level 6 as these are afforded natural ventilation via the openable skylights.

KEY / NOTES

CLIENT

TCON CONSTRUCTIONS PTY LTD

ADDRESS

400-404 CABRAMATTA ROAD,  
CABRAMATTA WEST

REVISION

A

FOR DA SUBMISSION

TITLE

STAGE 2: COVER PAGE, BCA +  
BASIX REQUIREMENTS

16/11/22

PRELIMINARY

PROJECT NO.

21024

DRAWING NO.

DA00

REVISION

A

SCALE @ A2  
DRAWN BY  
CHECKED BY

NTS  
MJ  
AJ

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CABRAMATTA WEST

REVISION

A FOR DA SUBMISSION

TITLE

STAGE 2: SITE ANALYSIS, STAGING  
+ DEMOLITION PLAN



SCALE @ A2

DRAWN BY

CHECKED BY

PRELIMINARY  
PROJECT NO. 21024

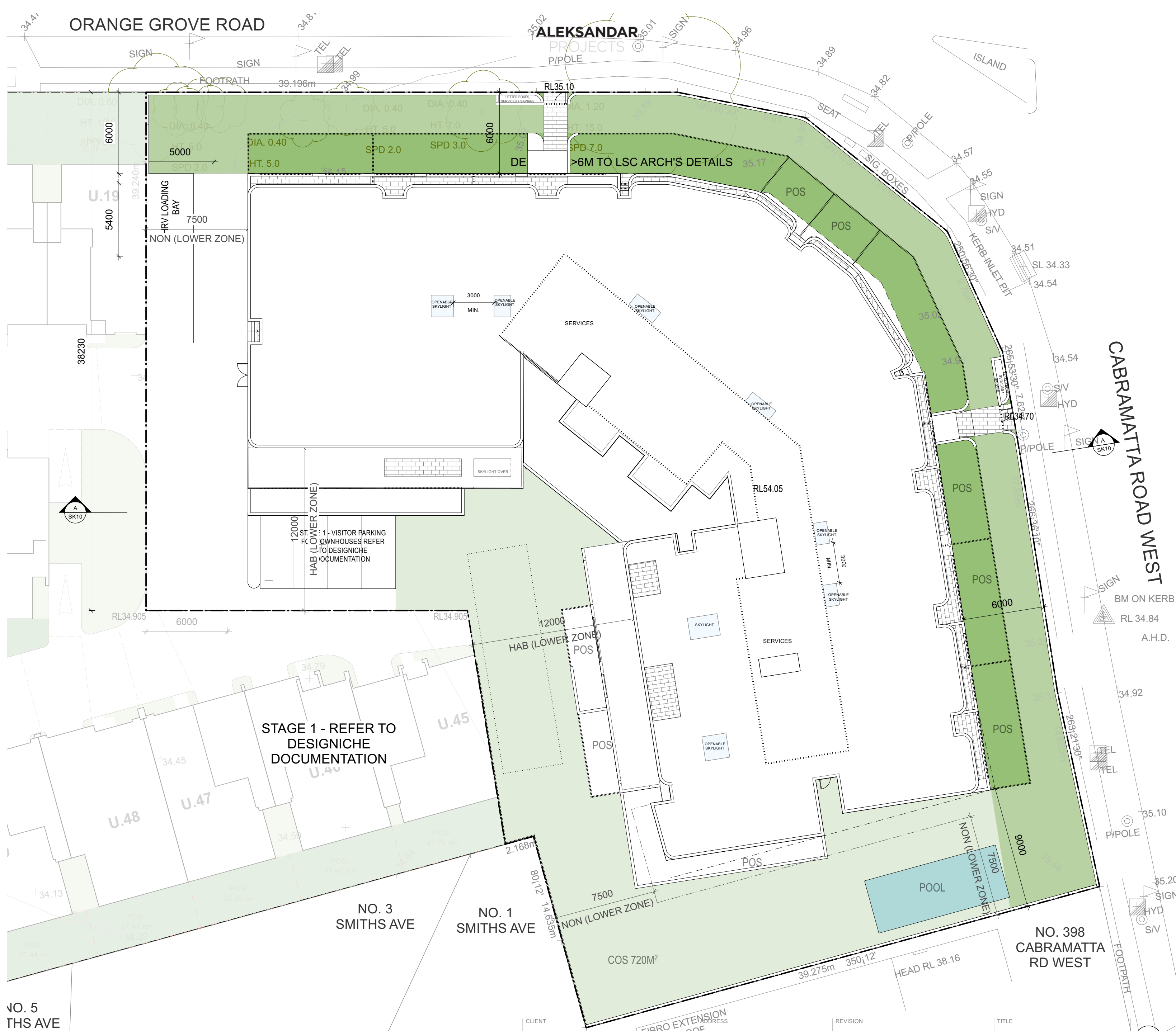
DRAWING NO.

DA01

REVISION

A





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400-404 CABRAMATTA ROAD,  
CABRAMATTA WEST

REVISION

A FOR DA SUBMISSIONS

TITLE

STAGE 2: SITE + ROOF PLAN

SCALE @ A2  
DRAWN BY  
CHECKED BY

1:200  
MJ  
AJ

DRAWING NO.

DA02

REVISION

A

PRELIMINARY  
21024

PROJECT NO.



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REVISION

A

FOR DA SUBMISSION

TITLE

STAGE 2: BASEMENT 2 PLAN

16/11/22

SCALE @ A2  
DRAWN BY  
CHECKED BY

1:200  
MJ  
AJ

DRAWING NO.

DA03

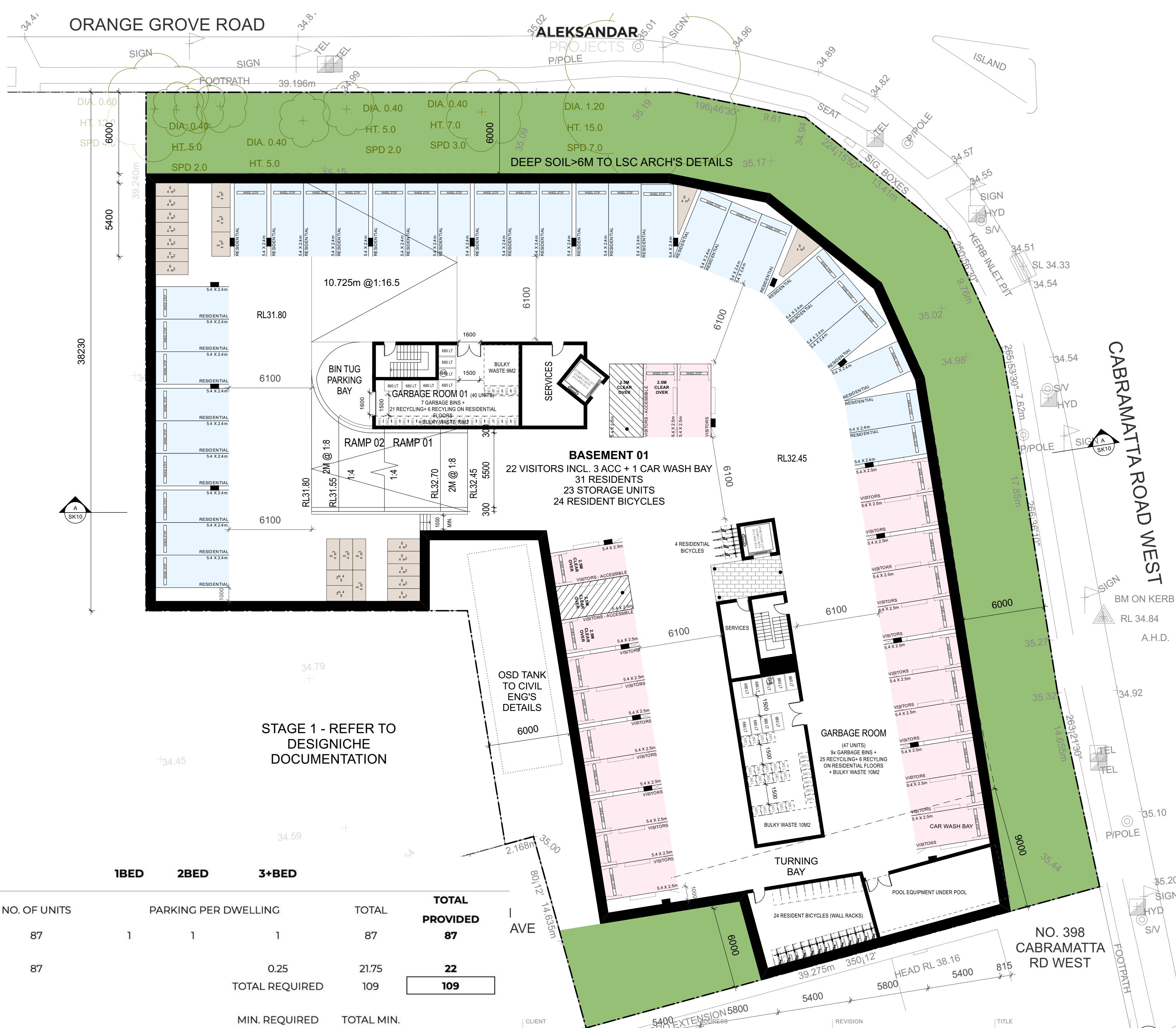
REVISION

A

PRELIMINARY  
21024

PROJECT NO.





VEHICLES		1BED	2BED	3+BED		
NO. OF UNITS		PARKING PER DWELLING			TOTAL	TOTAL PROVIDED
RESIDENTS	87	1	1	1	87	87
VISITORS	87			0.25	21.75	22
TOTAL REQUIRED					109	109
MIN. REQUIRED					TOTAL MIN.	
VISITORS ACCESSIBLE			0.1		2.2	3
RESIDENTIAL ADAPTABLE			0.1		8.7	9
RESIDENTIAL BIKE SPACES			1 PER 2 UNITS		44	44
VISITOR BICYCLE SPACES			1 PER 10 UNITS		9	9

CLIENT  
TCON CONSTRUCTIONS PTY LTD

400-404 CABRAMATTA ROAD,  
CABRAMATTA WEST

REVISION  
A FOR DA SUBMISSION

TITLE  
STAGE 2: BASEMENT 1 PLAN

SCALE @ A2  
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CHECKED BY

1:200  
MJ  
AJ

DRAWING NO.

DA04

REVISION

A

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21024

PROJECT NO.





KEY / NOTES

PRELIMINARY

35.38 PROJECT NO. 21024

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400-404 CABRAMATTA ROAD,  
CABRAMATTA WEST

STAGE 2: GROUND FLOOR PLAN

DRAWING NO. REVISION

SCALE @ A2  
DRAWN BY  
CHECKED BY

1:200  
MJ  
AJ  
DA05

A

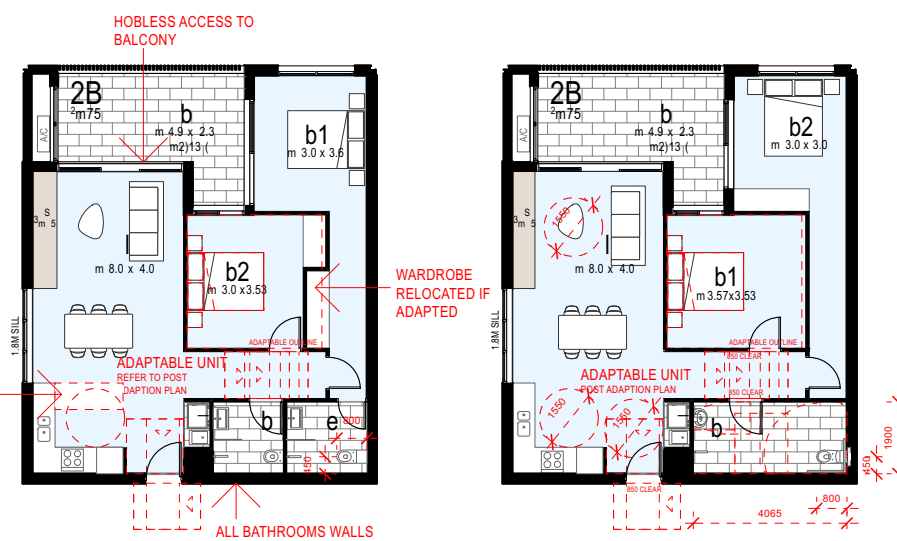
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POST ADPTATION PLAN

**SILVER LEVEL APARTMENTS**  
ALL BATHROOMS WALLS REINFORCED AS PER ELEMENT 6 OF THE LIVEABLE HOUSING GUIDELINES. HOBLESS SHOWER TO BE PROVIDED.  
A201, 301, 401, 501, 601  
B201, 301, 401, 501, 601  
B105, 205, 305, 405, 505, 605  
B603, 604

KEY / NOTES

CLIENT	REVISION	TITLE	PROJECT NO.
TCON CONSTRUCTIONS PTY LTD	A	STAGE 2: TYPICAL LEVEL 2-4 PLANS	21024
ARCHITECTURE URBAN DESIGN INTERIORS	FOR DA SUBMISSION	SCALE @ A2	DRAWING NO.
PO BOX 257 BONDI NSW 2026	16/11/22	1:200	DA06
+61 2 9361 5560 ALEKSANDARPROJECTS.COM.AU		DRAWN BY	REVISION
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ORANGE GROVE ROAD

ALEKSANDAR  
PROJECTS



KEY / NOTES

NO. 5  
THS AVE

NO. 3  
SMITHS AVE

NO. 1  
SMITHS AVE

NO. 398  
CABRAMATTA  
RD WEST

CLIENT

TCON CONSTRUCTIONS PTY LTD

ADDRESS

400-404 CABRAMATTA ROAD,  
CABRAMATTA WEST

REVISION

A FOR DA SUBMISSION

TITLE

STAGE 2: LEVEL 5 FLOOR PLAN



SCALE @ A2  
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CHECKED BY

PROJECT NO.

21024

DRAWING NO.

DA07

REVISION

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STAGE 1 - REFER TO  
DESIGNICHE  
DOCUMENTATION

NO. 3  
SMITHS AVE

NO. 1  
SMITHS AVE

NO. 398  
CABRAMATTA  
RD WEST

PRELIMINARY

PROJECT NO. 21024

DRAWING NO.                      REVISION

DA08 A

KEY / NOTES

NO. 5  
THIS AVE

| CLIENT

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CABRAMATTA WEST

REVISION

A FOR DA SUBMISSIONG

| TITLE

### STAGE 2: LEVEL 6 FLOOR PLAN

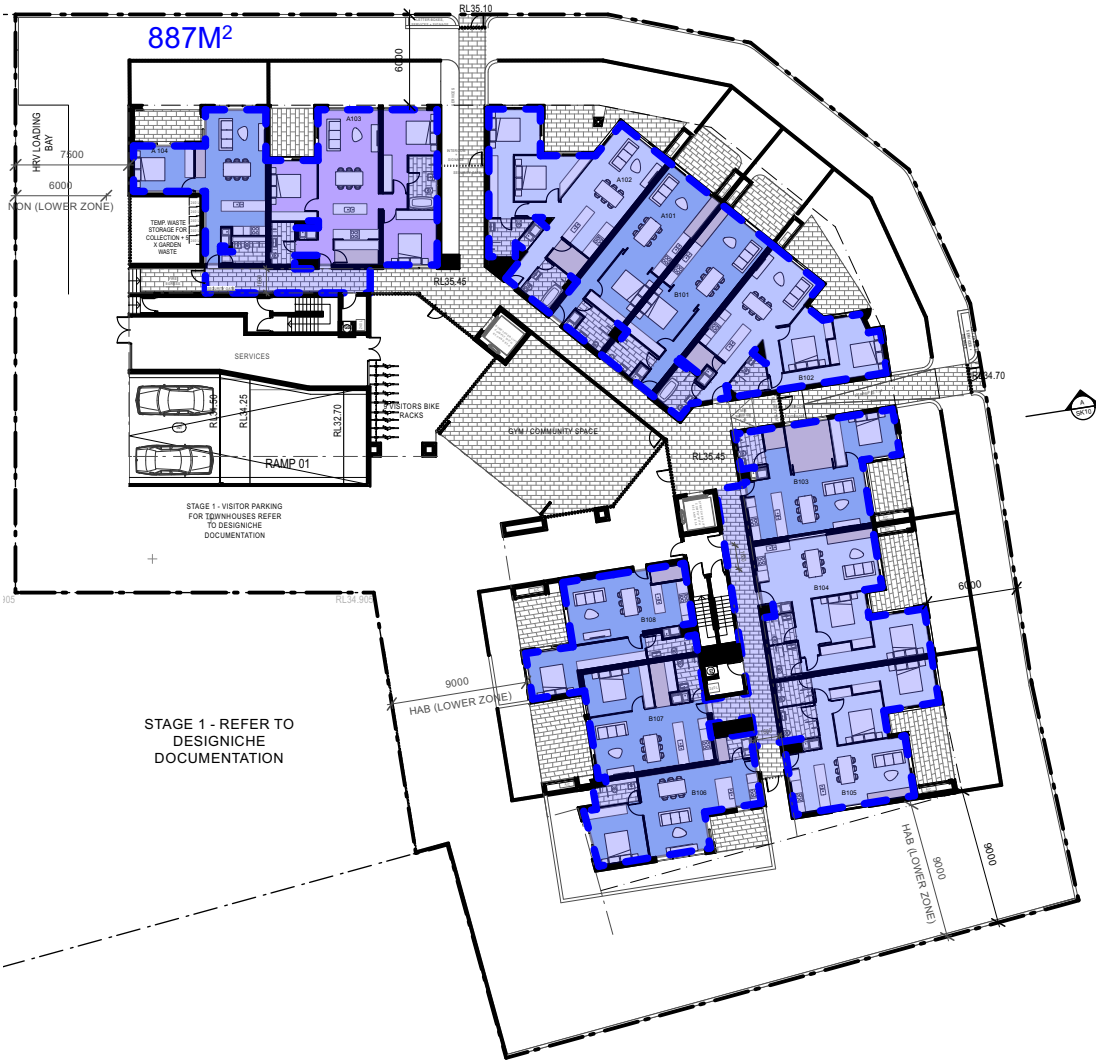
16/11/22

SCALE @ A2  
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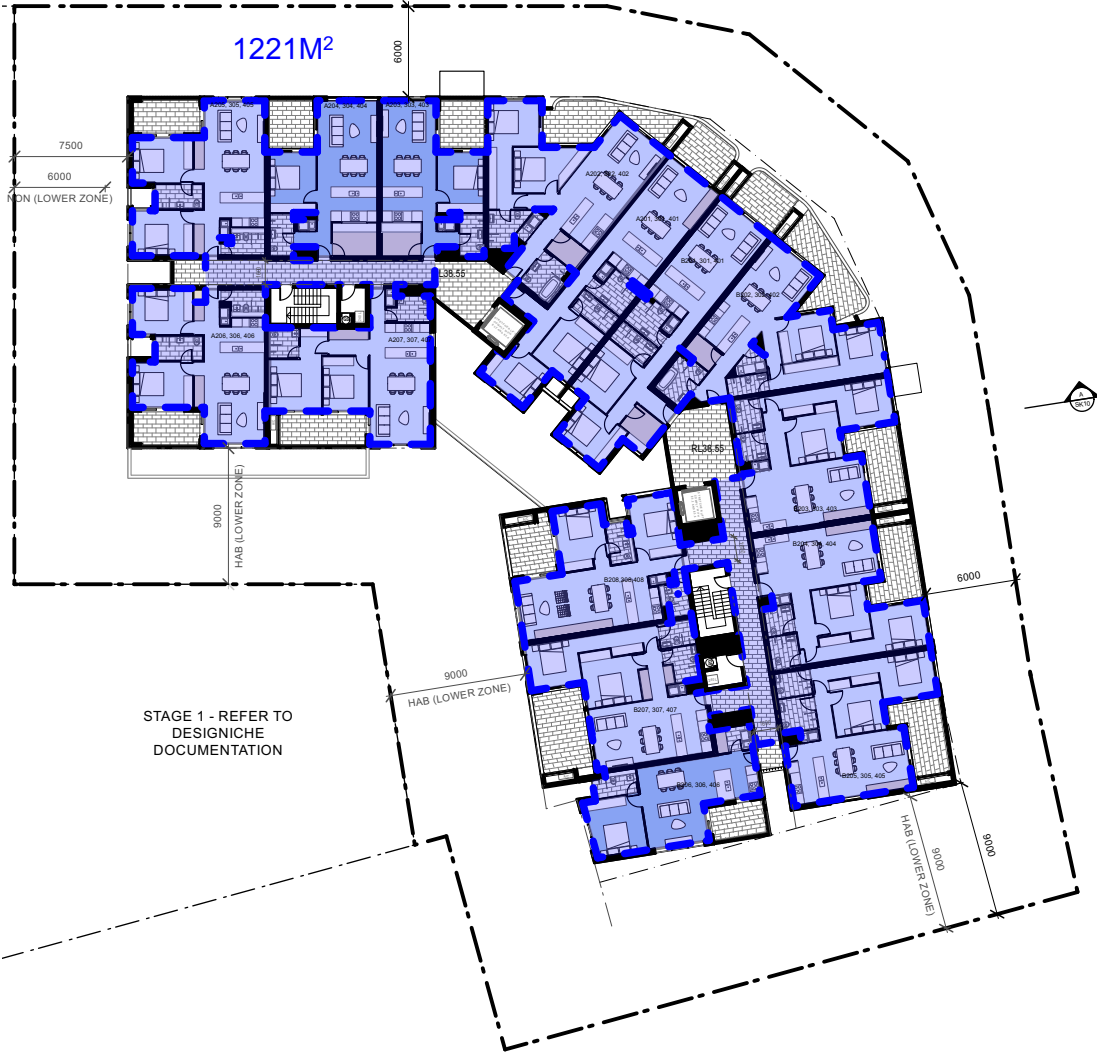
1:200  
MJ  
AJ

A





GROUND FLOOR PLAN



TYPICAL L2-4 FLOOR PLAN



L5 FLOOR PLAN



L6 FLOOR PLAN

SITE AREA		3388 M²		
	YIELD (GFA M²)	1 BED	2 BED	3 BED
GF	887	7	4	1
L02	1221	3	12	
L03	1221	3	12	
L04	1221	3	12	
L05	1127	7	8	
L06	1099	7	8	
TOTAL	6776	30	56	1
				87
FSR	2.0 :1			
MAX FSR	2 :1			

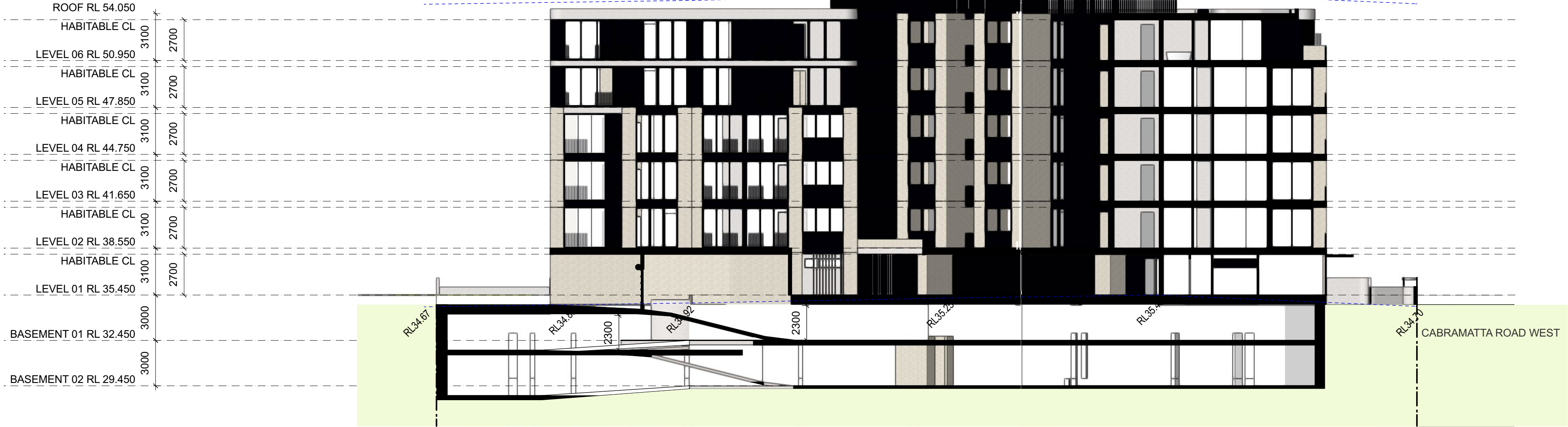
KEY / NOTES

CLIENT	ADDRESS	REVISION	TITLE	PROJECT NO.	21024
TCON CONSTRUCTIONS PTY LTD	400-404 CABRAMATTA ROAD, CABRAMATTA WEST	A FOR DA SUBMISSION	STAGE 2: GFA + APARTMENT NO'S	DRAWING NO.	REVISION
ARCHITECTURE URBAN DESIGN INTERIORS				DA09	A

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PRELIMINARY



SECTION A-A

KEY / NOTES

PRELIMINARY

CLIENT	ADDRESS	REVISION	TITLE	PROJECT NO.	21024
TCON CONSTRUCTIONS PTY LTD	400-404 CABRAMATTA ROAD, CABRAMATTA WEST	A FOR DA SUBMISSION	STAGE 2: SECTION A-A	DRAWING NO.	REVISION
ARCHITECTURE URBAN DESIGN INTERIORS				DA10	A

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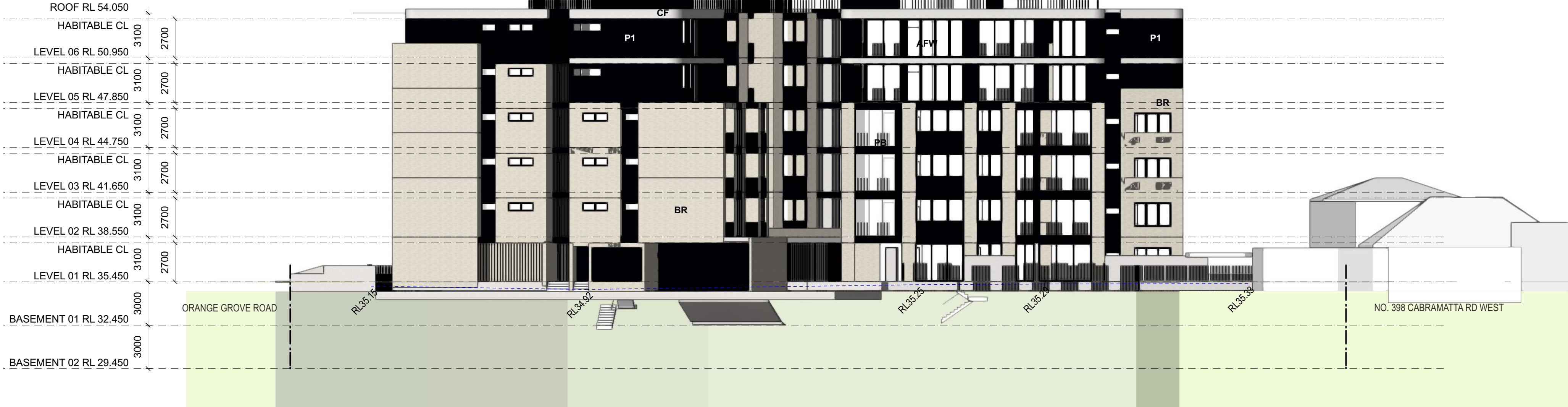
20M HEIGHT LIMIT



NORTH ELEVATION - CABRAMATTA ROAD WEST

TOL BEHIND RL 55.15 @ 19.97M ABOVE EXISTING GL 35.18  
COMPLIANT WITH HEIGHT LIMIT

20M HEIGHT LIMIT



SOUTH ELEVATION

PRELIMINARY

KEY / NOTES

FINISHES

- AFW** ALUMINIUM FRAMED WINDOWS + DOORS IN 'BLACK'  
**BR** BRICK FINISH IN 'LIGHT GREY'  
**CF** CONCRETE FINISH  
**PB** 'BLACK' PALISADE BALUSTRADE, SCREENING TO MATCH  
**P1** PAINT FINISH IN 'BLACK'

CLIENT

TCON CONSTRUCTIONS PTY LTD

ADDRESS

400-404 CABRAMATTA ROAD,  
CABRAMATTA WEST

REVISION

A

FOR DA SUBMISSION

TITLE

STAGE 2: NORTH + SOUTH  
ELEVATIONS

16/11/22

PROJECT NO.

21024

DRAWING NO.

DA11

REVISION

A

SCALE @ A2  
DRAWN BY  
CHECKED BY

1:200  
MJ  
AJ

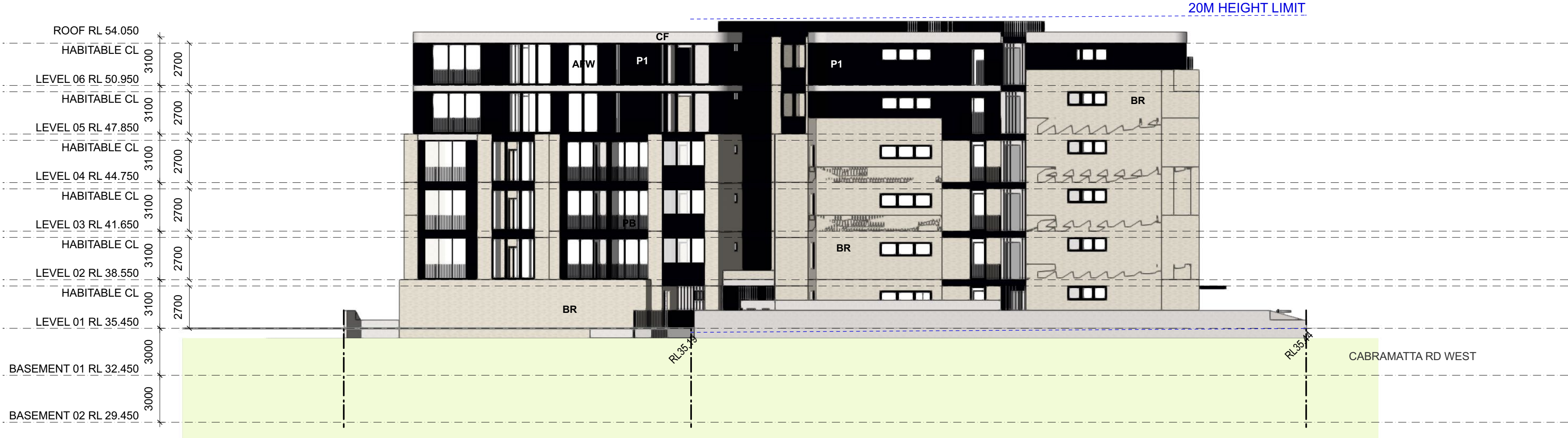
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EAST ELEVATION



WEST ELEVATION

KEY / NOTES

FINISHES

- AFW** ALUMINIUM FRAMED WINDOWS + DOORS IN 'BLACK'  
**BR** BRICK FINISH IN 'LIGHT GREY'  
**CF** CONCRETE FINISH  
**PB** 'BLACK' PALISADE BALUSTRADE, SCREENING TO MATCH  
**P1** PAINT FINISH IN 'BLACK'

CLIENT

TCON CONSTRUCTIONS PTY LTD

ADDRESS

400-404 CABRAMATTA ROAD,  
CABRAMATTA WEST

REVISION

A

FOR DA SUBMISSION

TITLE

STAGE 2: EAST + WEST  
ELEVATIONS

SCALE @ A2  
DRAWN BY  
CHECKED BY

1:200  
MJ  
AJ

PROJECT NO.

DRAWING NO.

DA12

21024

REVISION

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KEY / NOTES



SHADOWS CAST BY STAGE 2 PROPOSAL

CLIENT

TCON CONSTRUCTIONS PTY LTD

ADDRESS

400-404 CABRAMATTA ROAD,  
CABRAMATTA WEST

REVISION

A FOR DA SUBMISSION

TITLE

STAGE 2: SHADOW DIAGRAMS -  
9AM



SCALE @ A2  
DRAWN BY  
CHECKED BY

1:300  
MJ  
AJ

**PRELIMINARY**  
PROJECT NO. 21024

DRAWING NO.

DA13

REVISION

A





KEY / NOTES



SHADOWS CAST BY STAGE 2 PROPOSAL

CLIENT

TCON CONSTRUCTIONS PTY LTD

ADDRESS

400-404 CABRAMATTA ROAD,  
CABRAMATTA WEST

REVISION

A

FOR DA SUBMISSION

TITLE

STAGE 2: SHADOW DIAGRAMS  
-12PM



SCALE @ A2  
DRAWN BY  
CHECKED BY

**PRELIMINARY**  
PROJECT NO. 21024

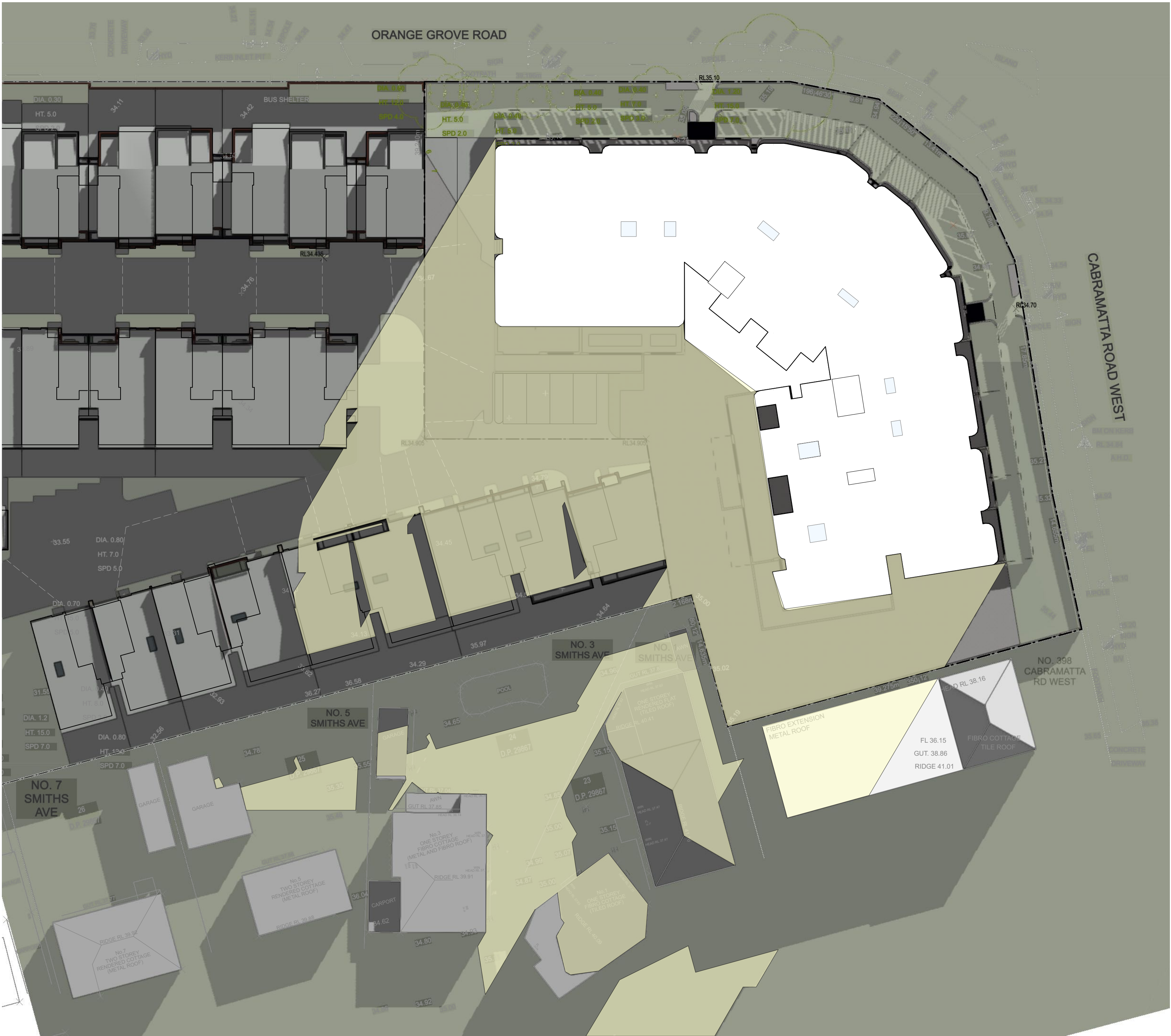
DRAWING NO.

DA14

REVISION

A





KEY / NOTES



SHADOWS CAST BY STAGE 2 PROPOSAL

CLIENT

TCON CONSTRUCTIONS PTY LTD

ADDRESS

400-404 CABRAMATTA ROAD,  
CABRAMATTA WEST

REVISION

A

FOR DA SUBMISSION

TITLE

STAGE 2: SHADOW DIAGRAMS -3PM



SCALE @ A2  
DRAWN BY  
CHECKED BY

1:300  
MJ  
AJ

**PRELIMINARY**  
PROJECT NO. 21024

DRAWING NO. REVISION

DA15

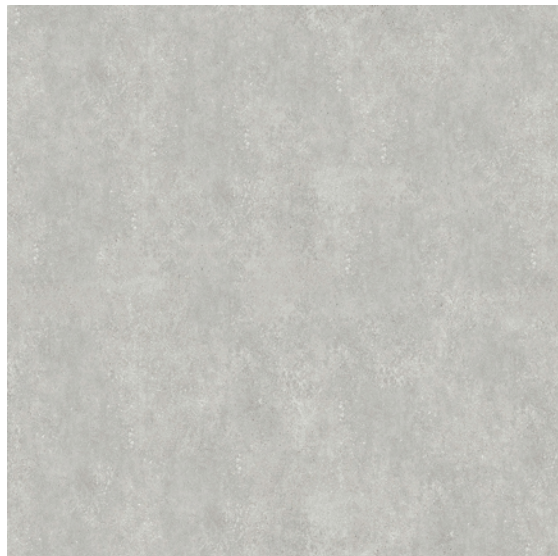
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CGI HERE



CONCRETE



PALISADE BALUSTRADES



BRICK



BLACK ALUMINIUM WINDOWS

KEY / NOTES

FINISHES

- AFW** ALUMINIUM FRAMED WINDOWS + DOORS IN 'BLACK'  
**BR** BRICK FINISH IN 'LIGHT GREY'  
**CF** CONCRETE FINISH  
**PB** 'BLACK' PALISADE BALUSTRADE, SCREENING TO MATCH  
**P1** PAINT FINISH IN 'BLACK'

CLIENT	ADDRESS	REVISION	TITLE	PROJECT NO.	DRAWING NO.	REVISION
TCON CONSTRUCTIONS PTY LTD	400-404 CABRAMATTA ROAD, CABRAMATTA WEST	A FOR DA SUBMISSION	STAGE 2: SCHEDULE OF EXTERNAL FINISHES	21024	DA16	A

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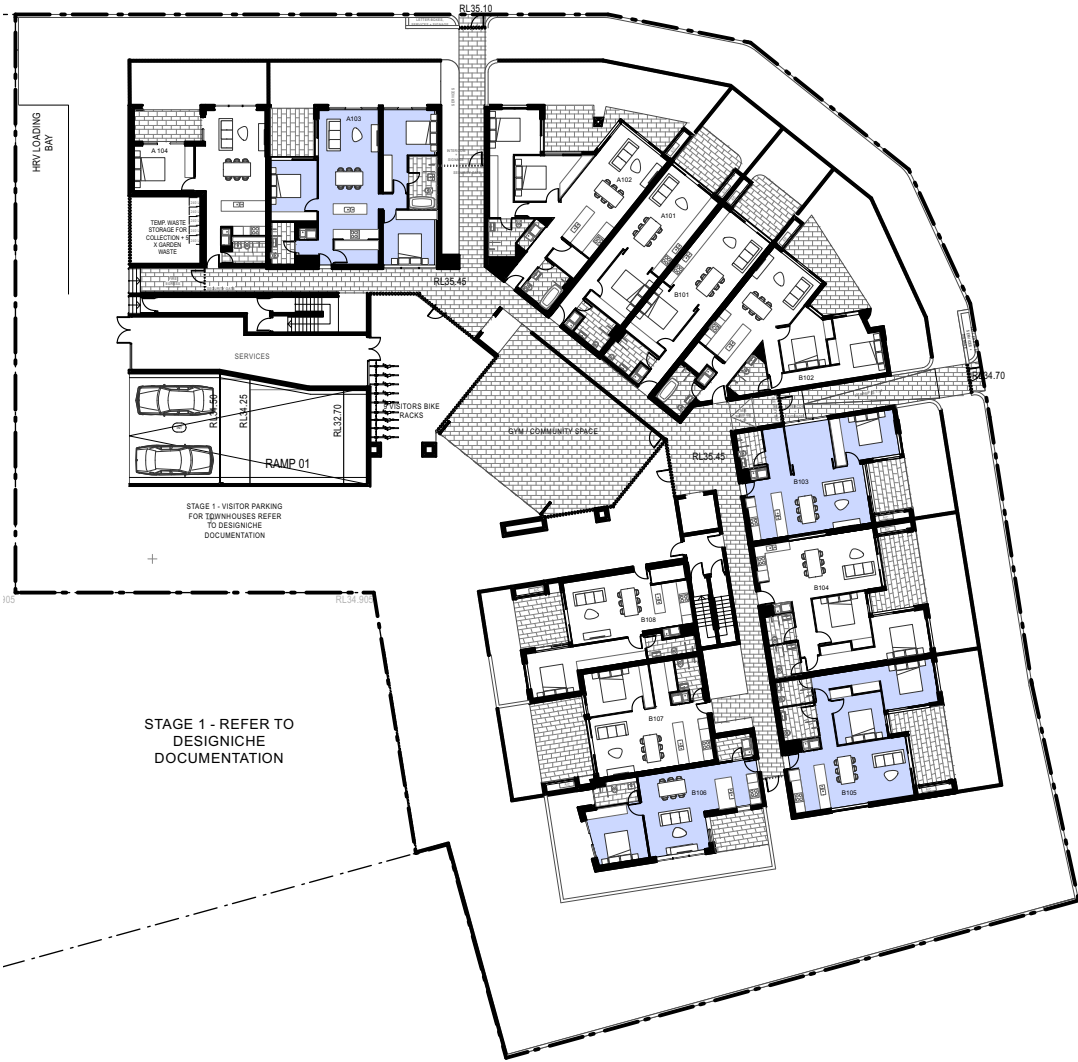
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PRELIMINARY

SCALE @ A2  
DRAWN BY  
CHECKED BY

1:300  
MJ  
AJ





GROUND FLOOR PLAN



TYPICAL L2-4 FLOOR PLAN



L5 FLOOR PLAN



L6 FLOOR PLAN

CROSS VENT

GF	4
L02	8
L03	8
L04	8
L05	9
L06	15

52

60%

MIN. REQUIREMENT

60%

KEY / NOTES

CLIENT	ADDRESS	REVISION	TITLE	PROJECT NO.	21024
TCON CONSTRUCTIONS PTY LTD	400-404 CABRAMATTA ROAD, CABRAMATTA WEST	A FOR DA SUBMISSION	STAGE 2: CROSS VENTILATION DIAGRAMS	DRAWING NO.	ADG01
ARCHITECTURE URBAN DESIGN INTERIORS PO BOX 257 BONDJ NSW 2026 +61 2 9361 5560 ALEKSANDARPROJECTS.COM.AU				REVISION	A





GROUND FLOOR PLAN



L2 FLOOR PLAN



L3 FLOOR PLAN



L4 FLOOR PLAN



L5 FLOOR PLAN



L6 FLOOR PLAN

MIN. 2 HRS  
SOLAR

NO SOLAR

GF	10	2
L02	11	4
L03	11	3
L04	11	2
L05	11	2
L06	11	

65

13

75%

15%

MIN. REQUIREMENT

MAX. REQUIREMENT

70%

KEY / NOTES

- LIVING ROOMS + POS OF APARTMENTS >2 HRS DIRECT SOLAR ACCES EBTWEEN 9AM - 3PM MID WINTER
- LIVING ROOMS + POS OF APARTMENTS >0 <2 HRS DIRECT SOLAR ACCES EBTWEEN 9AM - 3PM MID WINTER
- LIVING ROOMS + POS OF APARTMENTS WITH NO DIRECT SOLAR ACCES EBTWEEN 9AM - 3PM MID WINTER

CLIENT

TCON CONSTRUCTIONS PTY LTD

ADDRESS

400-404 CABRAMATTA ROAD,  
CABRAMATTA WEST

REVISION

A FOR DA SUBMISSIONP REVIEW

TITLE

STAGE 2: SOLAR ACCESS  
DIAGRAMS



SCALE @ A2  
DRAWN BY  
CHECKED BY

1:200

MJ  
AJ

PROJECT NO.

21024

DRAWING NO.

ADG02

REVISION

A

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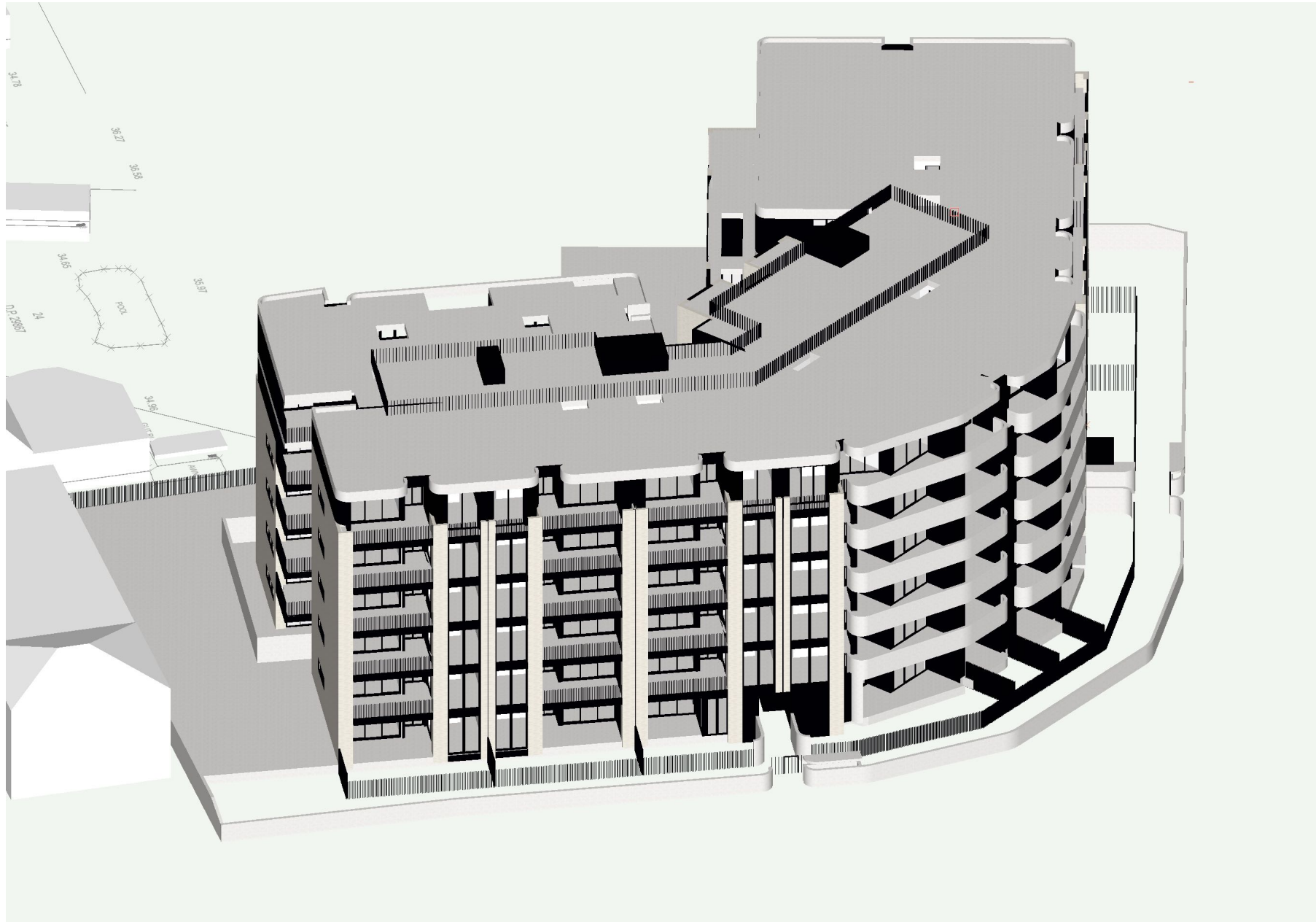




VIEW FROM THE SUN - 9AM



VIEW FROM THE SUN - 10AM



VIEW FROM THE SUN - 11AM



VIEW FROM THE SUN - 12PM

KEY / NOTES

CLIENT	ADDRESS	REVISION	TITLE	PROJECT NO.
TCON CONSTRUCTIONS PTY LTD	400-404 CABRAMATTA ROAD, CABRAMATTA WEST		STAGE 2: VIEW FROM THE SUN DIAGRAMS 9AM-12PM	21024
				DRAWING NO.
				REVISION
		A FOR DA SUBMISSION	16/11/22	SCALE @ A2 DRAWN BY CHECKED BY
				1:300 MJ AJ
				ADG03
				A





VIEW FROM THE SUN - 1PM



VIEW FROM THE SUN - 2PM



VIEW FROM THE SUN - 3PM

KEY / NOTES

CLIENT	ADDRESS	REVISION	TITLE	PRELIMINARY	
				PROJECT NO.	21024
TCON CONSTRUCTIONS PTY LTD	400-404 CABRAMATTA ROAD, CABRAMATTA WEST	1 FOR DA SUBMISSION	STAGE 2: VIEW FROM THE SUN DIAGRAMS 1PM-3PM	DRAWING NO.	ADG04
				REVISION	1

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## Appendix C – Title Searches



SEARCH DATE

8/12/2022 3:03PM

FOLIO: 1/503339

First Title(s): SEE PRIOR TITLE(S)

Prior Title(s): VOL 9440 FOL 247

Recorded -----	Number -----	Type of Instrument -----	C.T. Issue -----
28/3/1988		TITLE AUTOMATION PROJECT	LOT RECORDED FOLIO NOT CREATED
11/7/1988		CONVERTED TO COMPUTER FOLIO	FOLIO CREATED CT NOT ISSUED
17/1/1992	E199659	DISCHARGE OF MORTGAGE	EDITION 1
19/5/1994		AMENDMENT: LOCAL GOVT AREA	
20/5/2003	9624147	CAVEAT	
4/6/2003	9625808	TRANSFER	
4/6/2003	9625809	MORTGAGE	EDITION 2
4/6/2003	9655512	WITHDRAWAL OF CAVEAT	
4/6/2003	9655513	CAVEAT	
15/8/2003	9884597	WITHDRAWAL OF CAVEAT	
25/8/2003	9907920	CAVEAT	
10/9/2003	9958546	WITHDRAWAL OF CAVEAT	
10/9/2003	9958547	MORTGAGE	EDITION 3
4/3/2004	AA467704	TRANSFER	EDITION 4
23/6/2004	AA737451	MORTGAGE	EDITION 5
4/5/2005	AB454002	CAVEAT	
1/9/2005	AB718622	WITHDRAWAL OF CAVEAT	
1/9/2005	AB718624	DISCHARGE OF MORTGAGE	
1/9/2005	AB718625	DISCHARGE OF MORTGAGE	
1/9/2005	AB718626	DISCHARGE OF MORTGAGE	
1/9/2005	AB718628	TRANSFER	
1/9/2005	AB718629	MORTGAGE	EDITION 6
6/8/2013	AH929973	DISCHARGE OF MORTGAGE	EDITION 7
20/2/2014	AI391532	DEPARTMENTAL DEALING	

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - HISTORICAL SEARCH

SEARCH DATE

8/12/2022 3:03PM

FOLIO: 1/503339

PAGE 2

Recorded -----	Number -----	Type of Instrument -----	C.T. Issue -----
10/3/2015	AJ162345	DEPARTMENTAL DEALING	
31/3/2015	AJ375115	CAVEAT	
4/6/2015	AJ537851	WITHDRAWAL OF CAVEAT	
4/6/2015	AJ537852	TRANSFER	EDITION 8

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

1/503339

PRINTED ON 8/12/2022





SEARCH DATE

8/12/2022 3:03PM

FOLIO: 2/503339

First Title(s): SEE PRIOR TITLE(S)

Prior Title(s): VOL 9440 FOL 248

Recorded -----	Number -----	Type of Instrument -----	C.T. Issue -----
28/3/1988		TITLE AUTOMATION PROJECT	LOT RECORDED FOLIO NOT CREATED
16/6/1988		CONVERTED TO COMPUTER FOLIO	FOLIO CREATED CT NOT ISSUED
6/2/1992	E199658	DISCHARGE OF MORTGAGE	EDITION 1
19/5/1994		AMENDMENT: LOCAL GOVT AREA	
20/5/2003	9624126	CAVEAT	
4/6/2003	9625808	TRANSFER	
4/6/2003	9625809	MORTGAGE	EDITION 2
4/6/2003	9655511	WITHDRAWAL OF CAVEAT	
4/6/2003	9655513	CAVEAT	
15/8/2003	9884597	WITHDRAWAL OF CAVEAT	
25/8/2003	9907920	CAVEAT	
10/9/2003	9958546	WITHDRAWAL OF CAVEAT	
10/9/2003	9958547	MORTGAGE	EDITION 3
4/3/2004	AA467704	TRANSFER	EDITION 4
23/6/2004	AA737451	MORTGAGE	EDITION 5
4/5/2005	AB454004	CAVEAT	
1/9/2005	AB718617	WITHDRAWAL OF CAVEAT	
1/9/2005	AB718624	DISCHARGE OF MORTGAGE	
1/9/2005	AB718625	DISCHARGE OF MORTGAGE	
1/9/2005	AB718626	DISCHARGE OF MORTGAGE	
1/9/2005	AB718628	TRANSFER	
1/9/2005	AB718629	MORTGAGE	EDITION 6
6/8/2013	AH929973	DISCHARGE OF MORTGAGE	EDITION 7
31/3/2015	AJ375115	CAVEAT	

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - HISTORICAL SEARCH

SEARCH DATE

8/12/2022 3:03PM

FOLIO: 2/503339

PAGE 2

Recorded	Number	Type of Instrument	C.T. Issue
4/6/2015	AJ537851	WITHDRAWAL OF CAVEAT	
4/6/2015	AJ537852	TRANSFER	EDITION 8

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

2/503339

PRINTED ON 8/12/2022



SEARCH DATE

8/12/2022 3:05PM

FOLIO: 6/709126

First Title(s): OLD SYSTEM

Prior Title(s): VOL 6185 FOL 111

Recorded	Number	Type of Instrument	C.T. Issue
-----	-----	-----	-----
14/12/1984	DP709126	DEPOSITED PLAN	LOT RECORDED FOLIO NOT CREATED
14/12/1987	X207478	RESUMPTION APPLICATION	FOLIO CREATED CT NOT ISSUED
6/2/1992		AMENDMENT: VOL FOL INDEX	
6/2/1992	E199658	DISCHARGE OF MORTGAGE	EDITION 1
6/5/2003	9582370	DEPARTMENTAL DEALING	
20/5/2003	9624126	CAVEAT	
4/6/2003	9625808	TRANSFER	
4/6/2003	9625809	MORTGAGE	EDITION 2
4/6/2003	9655511	WITHDRAWAL OF CAVEAT	
4/6/2003	9655513	CAVEAT	
15/8/2003	9884597	WITHDRAWAL OF CAVEAT	
25/8/2003	9907920	CAVEAT	
10/9/2003	9958546	WITHDRAWAL OF CAVEAT	
10/9/2003	9958547	MORTGAGE	EDITION 3
4/3/2004	AA467704	TRANSFER	EDITION 4
23/6/2004	AA737451	MORTGAGE	EDITION 5
4/5/2005	AB453997	CAVEAT	
1/9/2005	AB718620	WITHDRAWAL OF CAVEAT	
1/9/2005	AB718624	DISCHARGE OF MORTGAGE	
1/9/2005	AB718625	DISCHARGE OF MORTGAGE	
1/9/2005	AB718626	DISCHARGE OF MORTGAGE	
1/9/2005	AB718628	TRANSFER	
1/9/2005	AB718629	MORTGAGE	EDITION 6
6/8/2013	AH929973	DISCHARGE OF MORTGAGE	EDITION 7

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - HISTORICAL SEARCH

SEARCH DATE

8/12/2022 3:05PM

FOLIO: 6/709126

PAGE 2

Recorded -----	Number -----	Type of Instrument -----	C.T. Issue -----
31/3/2015	AJ375115	CAVEAT	
4/6/2015	AJ537851	WITHDRAWAL OF CAVEAT	
4/6/2015	AJ537852	TRANSFER	EDITION 8

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

6/709126

PRINTED ON 8/12/2022





SEARCH DATE

8/12/2022 3:06PM

FOLIO: 7/709126

First Title(s): OLD SYSTEM

Prior Title(s): VOL 6438 FOL 28

Recorded -----	Number -----	Type of Instrument -----	C.T. Issue -----
14/12/1984	DP709126	DEPOSITED PLAN	LOT RECORDED FOLIO NOT CREATED
14/12/1987	X207478	RESUMPTION APPLICATION	FOLIO CREATED CT NOT ISSUED
6/2/1992		AMENDMENT: VOL FOL INDEX	
6/2/1992	E199658	DISCHARGE OF MORTGAGE	EDITION 1
20/5/2003	9624126	CAVEAT	
4/6/2003	9625808	TRANSFER	
4/6/2003	9625809	MORTGAGE	EDITION 2
4/6/2003	9655511	WITHDRAWAL OF CAVEAT	
4/6/2003	9655513	CAVEAT	
15/8/2003	9884597	WITHDRAWAL OF CAVEAT	
25/8/2003	9907920	CAVEAT	
10/9/2003	9958546	WITHDRAWAL OF CAVEAT	
10/9/2003	9958547	MORTGAGE	EDITION 3
4/3/2004	AA467704	TRANSFER	EDITION 4
23/6/2004	AA737451	MORTGAGE	EDITION 5
4/5/2005	AB453996	CAVEAT	
1/9/2005	AB718619	WITHDRAWAL OF CAVEAT	
1/9/2005	AB718624	DISCHARGE OF MORTGAGE	
1/9/2005	AB718625	DISCHARGE OF MORTGAGE	
1/9/2005	AB718626	DISCHARGE OF MORTGAGE	
1/9/2005	AB718628	TRANSFER	
1/9/2005	AB718629	MORTGAGE	EDITION 6
6/8/2013	AH929973	DISCHARGE OF MORTGAGE	EDITION 7
31/3/2015	AJ375115	CAVEAT	

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - HISTORICAL SEARCH

SEARCH DATE

8/12/2022 3:06PM

FOLIO: 7/709126

PAGE 2

Recorded	Number	Type of Instrument	C.T. Issue
4/6/2015	AJ537851	WITHDRAWAL OF CAVEAT	
4/6/2015	AJ537852	TRANSFER	EDITION 8

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

7/709126

PRINTED ON 8/12/2022

Form: 01T  
Licence: 10V/0096/96  
Edition: 0011



# TRANSFER

New South Wales  
Real Property Act 1900



9625808L

PRIVACY NOTE: this information is legally required and will become part of the public record

## STAMP DUTY

Office of State Revenue use only

14-05-2003 0001400973-001  
SECTION 18(2)  
DUTY \$ \*\*\*\*\*2.00

## (A) TORRENS TITLE

If appropriate, specify the part transferred FOLIO IDENTIFIERS  
1/29449, 2/503339, 3/30217, 6/709126 & 7/709126

## (B) LODGED BY

Delivery Box 3ED	Name, Address or DX and Telephone MORRIS, PAUL & EDGAR DX 420 SYDNEY PH: 9222-2411 AGENTS ETC Reference (optional): 6 BR440 SHAKESPEARE	CODES T TW (Sheriff)
---------------------	--	-------------------------------

## (C) TRANSFEROR

PETER HOWARD WARREN

- (D) **CONSIDERATION** The transferor acknowledges receipt of the consideration of \$ 3,838,212.00..... and as regards  
(E) **ESTATE** the land specified above transfers to the transferee an estate in fee simple.  
(F) **SHARE TRANSFERRED** .....

(G) Encumbrances (if applicable): 1. .... 2. .... 3. ....

## (H) TRANSFEE

MELDEEP PTY LIMITED ACN 094 584 577 as to a 2/3rd Share &  
AUSTCORP BUILDERS PTY LIMITED ACN 097 122 186 as to a  
1/3rd Share

(I) **TENANCY:** As Tenants in Common

DATE 15 / 05 / 2003  
dd mm yyyy

- (J) I certify that the transferor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this transfer in my presence.

Signature of witness:

Name of witness: BERNARD FRIEND

Address of witness: 370 COBBITTY ROAD  
COBBITTY NSW

I certify that the transferee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this transfer in my presence.

Signature of witness:

Name of witness:

Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of transferor:

Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of transferee:

If signed on the transferee's behalf by a solicitor or licensed conveyancer, insert the signatory's full name and capacity below:

OFF NB1

re 7/709126

All handwriting must be in block capitals.

ROBERT LESLIE MORGAN-SOLICITOR

Page 1 of 1  
number additional  
pages sequentially

A set of notes on this form (01T-2) is available from Land and Property Information/NSW.

Form: 05M  
Release: 2.1  
www.lpi.nsw.gov.au

# MORTGAGE

New South Wales  
Real Property Act 1900



9625809J

PRIVACY NOTE: this information is legally required and will become part of the public record

## STAMP DUTY

Office of State Revenue use only

CLIENT No. 88891

STAMP DUTY

TRANSACTION No.

ASSESSMENT DETAILS:

STAMP No. 212

SIGNATURE

DATE

## (A) TORRENS TITLE

FOLIOS 1/29449, 2/503339, 6/709126 & 3/30217 & 7/709126  
# 1/503339.

## (B) LONGLEAS

Delivery  
Box

Name, Address or DX and Telephone

MORRIS, HAYES & EDGAR

DX 420 SYDNEY PH: 9232-2411 AGENTS

Reference (optional): 6 BR4410 SHAKESPEARE

CODE

M

## (C) MORTGAGOR

AUSTCORP BUILDERS PTY LTD ACN 097 122 186 and MELDEEP PTY LTD ACN 094 584 577

mortgages to the mortgagee all the mortgagor's estate and interest in the above land, and covenants with the mortgagee that the provisions set out in the annexure and/or memorandum specified below are incorporated in this mortgage:

- (D) • annexure "A" hereto;  
• memorandum No. not applicable filed at Land and Property Information New South Wales.

(E) Encumbrances (if applicable):

## (F) MORTGAGEE

SHAKESPEARE HANEY SECURITIES LIMITED ACN 087 435 783

## (G) TENANCY:

DATE

15.05.03

- (H) Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.  
Corporation: AUSTCORP BUILDERS PTY LTD  
Authority: section 127 of the Corporations Law

Signature of authorised person:

Name of authorised person: DEJAN BOSKOVIC

Office held: Director

Name of authorised person: ANDREW  
Office held: Director

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness: KYLIE ELLEN WALSH

Address of witness: 11/50 CAVILL AVE,  
SURFERS PARADISE, QLD

MELDEEP PTY LTD

section 127 of the Corporations Law

Signature of authorised person:

Name of authorised person: JASON PAUL PECOTIC

Office held: Director

Name of authorised person: Graeme Andrew Stewart  
Office Held: Director

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.:

DAVID JOHN WILLIAMS

SHAKESPEARE HANEY SECURITIES

4255

157

LIMITED



**ANNEXURE "A" HEREINBEFORE REFERRED TO**

PRINCIPAL: FOUR MILLION & SIXTY THOUSAND DOLLARS (\$4,060,000.00)  
TERM OF LOAN: 12 CALENDAR MONTHS

The Mortgagor DOES HEREBY COVENANT with the Mortgagee as follows:

**1. TERM**

- 1.1 The Mortgagor will pay to the Mortgagee the principal sum on or before the <sup>15<sup>th</sup></sup> day of <sup>JUNE</sup> 200<sup>4</sup>. Notwithstanding anything herein contained to the contrary, the Mortgagee hereby gives to the Mortgagor the right to pay out the whole of the money secured upon the giving of one (1) month notice of his intention so to do or payment of one (1) month interest in lieu thereof.

**2. INTEREST**

- 2.1 That so long as any money secured shall be owing or unpaid or by virtue of this mortgage or any collateral security or upon any judgment or order in which any covenant herein may become merged the Mortgagor will pay interest in the manner from time to time and/or to the person or persons, firm or firms, corporation or corporations as the Mortgagee may direct at the rate of SIXTEEN PER CENT PER ANNUM (16%) as follows, namely:- By equal payments on the ... day of each month in each and every year until the money secured shall be fully paid and satisfied the first of such payments computed from the <sup>15<sup>th</sup></sup> day of <sup>MAY</sup> 200<sup>3</sup> to be made on the <sup>15<sup>th</sup></sup> day of <sup>JUNE</sup> 200<sup>3</sup>. PROVIDED ALWAYS and it is hereby agreed and declared, that if the Mortgagor shall on every day on which interest is hereinbefore made payable under this security, pay to the Mortgagee interest on the money secured or on so much thereof as shall for the time being remain unpaid at the rate of ELEVEN PER CENT PER ANNUM (11%) and shall also duly observe and perform all and every the covenants on the Mortgagor's part herein contained or implied then the Mortgagee shall accept interest on the said money secured or on so much thereof as shall for the time being remain unpaid at the rate of ELEVEN PER CENT PER ANNUM (11%) in lieu of SIXTEEN PER CENT PER ANNUM (16%) for every month for which such interest shall be paid to the Mortgagee on the due date as aforesaid.
- 2.2 Notwithstanding the above provisions from the <sup>15<sup>th</sup></sup> day of <sup>JUNE</sup> 200<sup>4</sup> and where no Deed of Extension has been executed by the parties hereof interest shall be payable at the rate of SIXTEEN PER CENT PER ANNUM (16%) calculated and payable as hereinbefore provided. PROVIDED ALWAYS that if any such interest or any interest payable on arrears of interest capitalised under this provision shall be unpaid on the due date hereof then in every such case the interest so in arrears shall without prejudice to the right of the Mortgagee to sue for and recover such interest and to the other rights and powers of the Mortgagee be added to the money hereby secured and shall thenceforth bear interest payable at the rate and on the days aforesaid and all the covenants and provisions herein expressed or implied with respect to interest on the money secured shall equally apply to interest on such arrears.
- 3. ALL ACCOUNTS**
- 3.1 That the Mortgagor will on demand pay to the Mortgagee all such further and other sums of money interest costs charges and expenses as are now or hereafter shall become due owing or payable by the Mortgagor to the Mortgagee upon any account whatsoever and whether such sums of money shall be advanced or paid by the Mortgagee to or for the Mortgagor or on the Mortgagor's account or otherwise howsoever including all and every sum and sums of money to which a liability(contingent or otherwise) or agreement has been or shall be or may be entered into or incurred by the Mortgagee upon or by

reason or by means of affording to the Mortgagor any pecuniary assistance or money accommodation or by any of such means AND all the moneys in this clause mentioned or referred to and all interest payable thereon hereunder are intended to be secured by this instrument and the above lands shall stand charged therewith accordingly it being expressly agreed between the Mortgagor and the Mortgagee that this mortgage and all securities collateral therewith shall be a running and continuing security for the full amount of all money secured AND all of such money secured shall unless the Mortgagee in writing otherwise agrees be repayable by the Mortgagor to the Mortgagee on demand.

#### **4. CAPITALISATION OF INTEREST**

- 4.1 If the Mortgagor at any time fails to pay moneys whatsoever required to be paid by the Mortgagor to the Mortgagee (including any moneys payable pursuant to this clause and the amount of any judgment for the whole or any part of the money secured or interest thereon) then (without relieving the Mortgagor of its obligation to pay such moneys on the due dates for payment and without prejudice to the other powers, rights and remedies conferred on the Mortgagee by the mortgage) the Mortgagor must pay interest on any such moneys at the highest rate specified in the this mortgage, or otherwise agreed between the Mortgagor and the Mortgagee computed from the first day on which payment was due or where the Mortgagee has paid moneys or incurred costs and expenses pursuant to its rights under the mortgage then from the date those moneys were paid or such costs and expenses were incurred or expected and compounded on the days upon which payment of interest pursuant to this mortgage was due or if none of the last of each month.

#### **5. PRIORITY OF PAYMENTS**

- 5.1 All payments made by the Mortgagor to the Mortgagee hereunder shall be appropriated by the Mortgagee in the first place in liquidation wholly or partially as the case may be of any interest that may then be due and owing by the Mortgagor in priority to the payment of the loan and other moneys then due and owing hereunder PROVIDED HOWEVER that if at any time during the continuance hereof in the opinion of the Mortgagee this security may prove or appears to be deficient and may not realise the amount of money secured hereunder then in such case the Mortgagee shall give notice in writing to the Mortgagor to the effect that after the giving of such notice it may elect whether all or any moneys received from the Mortgagor thereafter shall be applied in or towards satisfaction of the money secured then due and owing in priority to the payment of any interest that may then or at any time thereafter be due and owing.

#### **6. MORTGAGEE MAY RECTIFY DEFAULT**

- 6.1 If default shall be made by the Mortgagor in the observance or performance of any covenant or condition herein expressed or implied or if any warranty or condition be untrue or mis-stated whether in whole or in part the Mortgagee may (in its discretion and without any obligation to do so) without prejudice to any other right or remedy of the Mortgagee hereunder do or have done all things and pay all moneys to make good such default and the cost thereof and all moneys so expended by the Mortgagee shall be added to the loan and shall bear interest at the rate aforesaid from the time of payment by the Mortgagee and shall be recoverable in the same manner as the loan and interest.

#### **7. ACCELERATION**

- 7.1 If at any time default shall be made by the Mortgagor in the due payment of any instalment of principal and/or interest on any of the days when the same respectively shall become payable or in the performance or observance of any covenant herein expressed or implied then and in any such case immediately thereupon or at any time thereafter all moneys hereby secured including all costs charges and expenses shall at the option of the Mortgagee but only at such option (to be exercised by notice in

writing to the Mortgagor) forthwith become and be repayable to and recoverable by the Mortgagee and the Mortgagor will pay the same on demand, which demand may be included in the said notice.

7.2 If the Mortgagor shall commit or be involved in any act of bankruptcy or being a company shall go into liquidation whether voluntary or compulsory or shall have a receiver, receiver and manager, controller, administrator or official manager appointed or shall do or suffer any act or thing which would be a ground for the winding up of the company by the court or if execution shall be levied against his goods and be unsatisfied for a period of seven days or if he is now or hereafter shall become convicted of any indictable offence or if circumstances arise which in the opinion of the Mortgagee prejudice this security then and in any such case immediately thereupon or at any time thereafter all moneys hereby secured including all costs charges and expenses shall at the option of the Mortgagee but only at such option (to be exercised by notice in writing to the Mortgagor) forthwith become payable to and recoverable by the Mortgagee and the Mortgagor will pay the same on demand, which demand may be included in the said notice.

7.3 The issue of a notice pursuant to either of the above clauses shall be deemed to be conclusive evidence that the Mortgagee has duly exercised the relevant option contained in those clauses.

## **8. MORTGAGEE'S POWERS GENERALLY**

8.1 The Mortgagee may, at any time after default and without needing to give any demand or notice whatever to the Mortgagor or any other person:

- (a) do all acts and things and exercise or enforce all rights, power and remedies allowed to or conferred by law on a Mortgagee or which an absolute owner could do, exercise or enforce in relation to the land; and
- (b) without limitation to the generality of paragraph (a) do any one or more of the acts or things or exercise or enforce any or more of the powers or rights referred to anywhere in subparagraphs – c - z.
- (c) eject any occupants from and otherwise take possession of the land;
- (d) sell, assign transfer, dispose, exchange, barter and grant options in respect of the land. The Mortgagee may sell the land in one line or by separate lots upon such terms and conditions as the Mortgagee deems fit, including terms as to payment of the whole or any part of the purchase money with or without interest and with or without taking security. The power of the Mortgagee to sell on terms includes the power to sell under a contract or other agreement by which it is agreed that the purchase moneys, interest and other moneys to be paid by the purchaser will be paid in such manner and at such time as the Mortgagee thinks fit and the Mortgagee will be deemed not to have received any amount except and to the extent to which and at the time at which it is actually paid to the Mortgagee;
- (e) buy in, rescind or vary any contract for the sale of the land and resell and make compositions;
- (f) lease, license or otherwise part with the possession of the land by one or more transactions with or without fine or premium which leases or licences may contain option to renew or purchase and accept or purchase surrender of any leases or licences and make arrangements concessions or compromises with any occupants of the land;
- (g) provide services and apparatus to all or any of the occupants of the land either exclusively or in common with other occupants;
- (h) appoint in writing any person or any two or more persons jointly and/or severally to be Receiver or Receiver and Manager of the whole or any part of the land and/or the business of the Mortgagor conducted thereon whether or not a Receiver has previously been appointed;
- (i) carry on any business on the land and exercise any of the powers of a Receiver or Receiver and Manager whether or not a Receiver or Receiver and Manager has been appointed;



- (j) carry on any business on the land and exercise any of the powers of a Receiver or Receiver and Manager whether or not a Receiver or Receiver and Manager has been appointed;
- (k) perform all acts things or matters the Mortgagee thinks advisable to obtain income and returns from the land;
- (l) perform any one or more of the Mortgagor's obligations under this mortgage and/or any collateral document including without limitation effect insurances repairs pay rates and taxes and effect improvements to the land and make payments to any person in respect of the land or in respect of the Construction or Works referred to in clauses 20 or 21;
- (m) repair, cleanse, repaint, demolish, rebuild, alter or add to the improvements and construct or complete new improvements;
- (n) prepare plans and specifications and obtain approvals from any competent authority;
- (o) subdivide, convert to strata title, convert to torrens title, or consolidate the land, create any easements or covenants affecting or in favour of the land and effect any works deemed fit by the Mortgagee in connection therewith;
- (p) either with or without giving or receiving any money therefore, surrender, dedicate or transfer to the Crown or any competent authority the land and/or exchange lands with any person;
- (q) acquire any additional land of any tenure for development, sale or lease in conjunction with the land;
- (r) remove any chattels or fixtures from the land and dispose, sell or otherwise deal with same with or without receiving any moneys therefore;
- (s) employ, engage and dismiss persons to effect any or all of the rights conferred upon the mortgagee by this clause;
- (t) pay out any moneys owing to any person in respect of any chattels, fixtures or tother improvements on the land;
- (u) terminate any facilities secured by or provided pursuant to the mortgage;
- (v) perform, observe, carry out and enforce specific performance of or otherwise obtain or refrain from obtaining the benefit or vary or rescind all deeds, contracts, documents or rights entered into or held by the Mortgagor;
- (w) execute and do all such acts, deeds and things as the Mortgagee considers may be necessary or proper to recover the money secured to deal in any way with the land or contracts or agreements relating to the land;
- (x) collect the rents, enter upon and take possession of and manage the land and the Mortgagee will, in addition to other expenses, be entitled to charge collection fees at the rate of ten percent (10%) of the rents of the land;
- (y) if the Mortgagee has entered into possession of the land withdraw from same;
- (z) complete any contracts entered into by the Mortgagor for the sale of the land.

## **9. MORTGAGEES POWER ON DEFAULT**

9.2 The power of sale hereby conferred may be exercised notwithstanding any previous omission neglect forbearance or waiver of any of the rights of the Mortgagee and notwithstanding any negotiations between or on behalf of the Mortgagor and the Mortgagee subsequent to such default or breach and before such power of sale is exercised.

9.3 No purchaser at any sale to be made hereunder shall be concerned to inquire:

- (a) whether the moneys indebtedness and liability of the Mortgagor hereunder or any part thereof has been paid or whether the said moneys indebtedness and liability are unpaid owing or outstanding hereunder and no such purchaser shall be affected by notice express or constructive that the said moneys indebtedness and liability have been actually paid in full; or
- (b) whether the power of sale has been duly and regularly exercised.

- 9.4 The Mortgagor will permit the Mortgagee or any person authorised by the Mortgagee at all reasonable times during the continuance of this mortgage with or without workmen and others to enter into and upon the land and premises and view the state and condition thereof.

## **10. APPLICATION OF MORTGAGEE SALE PROCEEDS**

- 10.1 In applying the purchase money to arise from any sale by the Mortgagee hereunder towards satisfaction of the moneys owing by the Mortgagor hereunder the Mortgagor shall be credited only with so much of the said money available for that purpose as shall be actually received in cash by the Mortgagee such credit to date from the time of such receipt and all purchase moneys left outstanding on credit or otherwise shall until actually received by the Mortgagee in cash be deemed a continuing unsatisfied part of the money secured and carry interest at the rate aforesaid: PROVIDED THAT any interest paid by the purchaser shall be set off pro tanto against the interest hereby secured.
- 10.2 All money received by the Mortgagee in exercise of the power of sale hereby conferred shall be applied in the following order and manner:
- (a) Firstly in payment of all costs charges and expenses properly incurred by him as incidental to the sale or any attempted sale or otherwise;
  - (b) Secondly (subject to any notice given by the Mortgagee to the Mortgagor pursuant to Clause 8 hereof and to the right of election of the Mortgagee thereunder) in payment to the Mortgagee of any interest that may be due and owing hereunder;
  - (c) Thirdly (subject as aforesaid) in payment towards the satisfaction of the money secured, costs and any other moneys that may be due and owing hereunder;
  - (d) Fourthly in payment of any subsequent mortgages or encumbrances; and
  - (e) Fifthly in payment of the surplus (if any), but without interest, to the Mortgagor or other person entitled to give receipts for the proceeds of sale of the land.

## **11. APPOINTMENT OF RECEIVER OR RECEIVER AND MANAGER**

- 11.1 At any time after the money secured becomes payable the Mortgagee may in the event of any default by the Mortgagor hereinbefore referred to forthwith by instrument in writing appoint any person or persons including any of its officers to be a Receiver or Receiver and Manager of the land and may by instrument in writing cancel and revoke or withdraw the appointment of such Receiver or Receiver and Manager and to appoint another or others in his or their place and stead and the Receiver and Receiver and Manager so appointed shall have powers:-
- (a) to take possession of the land or any part thereof and to demand call in collect and recover all or any such premises and the income and profits thereof;
  - (b) to carry on or concur in carrying on any business of the Mortgagor conducted by the Mortgagor on the land and for that purpose to exercise all or any of the powers that the Mortgagor could have exercised in the conduct of such business;
  - (c) to make any arrangement or compromise which he or they shall think expedient in the interest of the Mortgagee;
  - (d) to give valid receipts for all moneys;
  - (e) to let or lease or agree to lease the land or any part thereof for such term at such rent and upon such terms and conditions as the Receiver or Receiver and Manager may think fit and to accept a surrender of any tenancy or lease of the land whether created by the Receiver or Receiver and Manager or not; and
  - (f) in the name and on behalf of the Mortgagor to execute and do all assurance and things which he or they may consider necessary for giving complete effect to the provisions hereof and generally to use the name of the Mortgagor in the exercise of involuntary loss or happening in or about the exercise or attempted exercise of any powers hereby conferred nor for any more money than

shall actually come into his or their hands nor for the neglect default or dishonesty of any officer service agent or auctioneer.

- 11.2 Every such Receiver or Receiver and Manager shall be deemed to be the agent or agents of the Mortgagor and the Mortgagor shall be solely responsible for the acts and defaults of such Receiver or Receiver and Manager.
- 11.3 Any person paying money to or otherwise dealing with any person acting in a proposed exercise of any of the powers hereby conferred upon a Receiver or Receiver and Manager shall not be concerned to inquire whether any such person has been duly appointed Receiver or Receiver and Manager or whether any case has happened to authorise any such person to act as such Receiver or Receiver and Manager.
- 11.4 All moneys received by any Receiver or Receiver and Manager appointed by the Mortgagee as a consequence of any default by the Mortgagor in exercise of the powers herein contained shall be applied in the following order and manner:
- (a) Firstly in satisfying all rents, taxes, rates and outgoings whatsoever affecting the land, insurance premiums, costs, charges, expenses and outlays incurred by the Mortgagee or the Receiver or Receiver and Manager or any of them in the performance or exercise or in the attempted performance or exercise of its or their duties or powers and a reasonable remuneration for the Receivers' or Receivers' and Managers' services.
  - (b) Secondly (subject to any notice given by the Mortgagee to the Mortgagor pursuant to Clause 8 hereof and to the right of election of the Mortgagee thereunder) in payment to the Mortgagee of any interest that may be due and owing hereunder.
  - (c) Thirdly (subject as aforesaid) if so directed in writing by the Mortgagee, in payment towards the satisfaction of the money secured costs and any other moneys that may be due and owing hereunder;
  - (d) Fourthly in payment of any subsequent mortgages or encumbrances
  - (e) Fifthly in payment of the surplus (if any), but without interest, to the person who but for the possession of the Receiver or Receiver and Manager would have been entitled to the land or the income thereof.

## **12. PRESERVATION OF MORTGAGEE'S RIGHTS**

- 12.1 The liabilities under this mortgage of the Mortgagor and the rights under this mortgage of the Mortgagee, a receiver or/and attorney, are not affected by anything which might otherwise have that effect at law or in equity including, without limitation, one or more of the following (whether occurring with or without the consent of a person):
- (a) a person granting time or other indulgence to, compounding or compromising with, or wholly or partially releasing the Mortgagor or another person any way;
  - (b) laches, acquiescence, delay, acts, omissions or mistakes on the part of the Mortgagee or another person;
  - (c) any variation of a right of the Mortgagee, or material alteration of a document in respect of the Mortgagor or another person including, without limitation, an increase in the limit of or other variation in connection with the money secured;
  - (d) the transaction of business, expressly or impliedly, with, for or at the request of the Mortgagor or another person;
  - (e) changes which from time to time may take place in the membership, name or business of a firm, partnership, committee or association whether by death, retirement, admission or otherwise whether or not the Mortgagor or another person was a member;
  - (f) the loss or impairment of a collateral security or a negotiable instrument;



- (g) a security interest being void, voidable or unenforceable;
  - (h) a person dealing in any way with a security interest, guarantee, judgment or negotiable instrument (including without limitation, taking, abandoning or releasing (wholly or partially), realising, exchanging, varying, abstaining from perfecting or taking advance of it);
  - (i) the death of any person or an insolvency event occurring in respect of any person;
  - (j) a change in the legal capacity, rights or obligations of a person;
  - (k) the fact that a person is a trustee, nominee, joint owner, joint venturer or a member of a partnership, firm or association;
  - (l) a judgment against the Mortgagor or another person;
  - (m) the receipt of a dividend after an insolvency event or the payment of a sum or sums into the account of the Mortgagor or another person at any time (whether received or paid jointly, jointly and severally or otherwise);
  - (n) any part of the money secured being irrecoverable;
  - (o) an assignment of rights in connection with the money secured;
  - (p) the acceptance of repudiation or other termination in connection with the money secured;
  - (q) the invalidity or unenforceability of an obligation or liability of a person other than the Mortgagor;
  - (r) invalidity or irregularity in the execution of this mortgage by the Mortgagor or any deficiency in the powers of the Mortgagor to enter into or observe its obligations under this mortgage;
  - (s) the opening of a new account by the Mortgagor with the Mortgagee or the operation of a new account.
- 12.2 The Mortgagee's right to payment of the money secured arising in any way (including, without limitation, under a negotiable instrument or another contract with the Mortgagor) does not merge with the Mortgagor's undertaking to pay the money secured under this mortgage;
- 12.3 This mortgage does not merge with, postpone, lessen or otherwise prejudicially affect any other security interest over the land to which the Mortgagee is entitled.
- 12.4 The Mortgagee will hold a judgment or order which the Mortgagee obtains against the Mortgagor in respect of the money secured collaterally with this mortgage, and this mortgage will not merge in the judgment or order.
- 12.5 The Mortgagee may demand payment of the money secured and exercise its rights, powers and remedies under this mortgage even if a negotiable instrument, security, contract or other obligation relating to the money secured is still current or has not fallen due.
- 12.6 This mortgage is a continuing security notwithstanding any intervening payment settlement of account or other thing and extends to the ultimate balance of the money secured.
- 12.7 This mortgage does not affect a collateral security or any other right, power or remedy of the Mortgagee at law or in equity.
- 12.8 This Mortgagee is entitled to retain all instruments and documents of title in respect of the land until this mortgage is discharged.
- 12.9 The Mortgagee is not obliged to resort to any other security interest it may hold for payment of the money secured before it resorts to this mortgage.

- 12.10 A purchaser from, or other person dealing with, the Mortgagee, or any Receiver, or any Attorney or a person to whom is tendered for registration an instrument duly executed by any of them need not inquire:
- (a) whether the money secured is in fact owing or payable; or
  - (b) whether default has occurred; or
  - (c) whether a right, power or remedy which they have exercised or purported to exercise has been properly exercised; or
  - (d) whether a receiver has been properly appointed; or
  - (e) about any other thing in connection with the exercise or purported exercise of a right, power or remedy.
- 12.11 The liability of the Mortgagor under this mortgage is not affected:
- (a) because any other person who was intended to become a co-surety or co-indemnifier for payment of the money secured has not done so or has not done so effectively; or
  - (b) because a person who is a co-security or co-indemnifier for payment of the money secured is discharged under an agreement or under statute or a principle of law or equity; or
  - (c) because any other Mortgagor never executes this mortgage or because the obligations of any other Mortgagor are void, voidable or unenforceable.
- 12.12 If a claim is made that all or apart of a payment, obligation, settlement, transaction, conveyance or transfer in connection with the money secured is void or voidable under law relating to insolvency events or the protection of creditors or for any other reason and the claim is upheld, conceded or compromised:
- (a) the Mortgagee is entitled immediately against the Mortgagor to the rights in respect of the money secured to which it would have been entitled if all or that part of that payment, obligation, settlement, transaction, conveyance or transfer had not taken place; and
  - (b) the Mortgagor must immediately do any act and sign any document at the Mortgagee's request to restore to the Mortgagee any security interest or guarantee held by it from the Mortgagor immediately before that payment, obligation, settlement, transaction, conveyance or transfer.

### **13. INSURANCE COVENANTS**

#### **13.1 The Mortgagor must**

- (a) keep the land insured to the extent it is insurable with insurers approved by the Mortgagee (which approval may not be unreasonably withheld) in the names of the Mortgagor and the Mortgagee for their respective rights and interests, for its full insurable value and, if required by the Mortgagee, on a replacement and reinstatement basis) against fire, the other usual risks against which a prudent owner of the property of a similar type to the land would insure, and any other risks reasonably specified by the Mortgagee and (if such a clause is reasonably obtainable) the Mortgagor must obtain a breach of warranty clause in each of the insurances holding the Mortgagee covered in respect of its interest in the insurance notwithstanding a breach of any warranty or condition by the Mortgagor; and
- (b) maintain with insurers approved by the Mortgagee (which approval may not be unreasonably withheld) Workers' Compensation, public risk and other insurances which a prudent person owning property comparable with the land or engaged in a similar business or undertaking to that of the Mortgagor would effect or which are reasonably specified by the Mortgagee; and
- (c) deposit with the Mortgagee all insurance policies and certificates of insurance in connection with the Insurances;

- (d) pay each insurance premium at least 3 days before the due date and, on request from the Mortgagee, produce receipts for the payment; and
  - (e) not do or permit anything which prejudices any of the Insurances; and
  - (f) immediately rectify anything which might prejudice any of the Insurances and reinstate the insurances if it lapses; and
  - (g) not, without the consent of the Mortgagee:
    - (i) insure the second property in the name of the Mortgagor alone; or
    - (ii) vary, cancel or allow to lapse any of the insurances; and
  - (h) notify the Mortgagee immediately when:
    - (i) an event occurs which gives rise or might give rise to any claim under or which could prejudice any of the insurances; or
    - (ii) any of the insurances is cancelled or having lapsed or expired, its renewal is refused; and
  - (i) provide a certificate of currency of insurance to the mortgagee following each renewal of the insurance policy.
- 13.2 All moneys received on account of insurance in the event of loss shall at the option of the Mortgagee be applied either towards rebuilding or reinstating the buildings or other improvements destroyed or damaged in or towards payment or satisfaction of the money secured AND the Mortgagor does hereby irrevocably make nominate constitute and appoint the Mortgagee the true and lawful attorney of the Mortgagor for and in the name and on behalf of the Mortgagor to recover and receive from any insurance company or companies and give effectual receipts and discharges for all moneys which may be or become due or payable under any such insurance and for such purpose to give all such notices and make all such claims and sign execute and do all such documents deeds acts matters and things and take all such steps as the said Attorney shall deem necessary or expedient in that behalf as fully and effectually as the Mortgagor could do in person.
- 13.3 The Mortgagor agrees that should the land be destroyed or damaged by fire, unless requested by the Mortgagee the Mortgagor will not request the insurer to cause any money payable under any policy of insurance to be laid out and expended towards rebuilding, reinstating or repairing the building and that he will join with the Mortgagee in advising the insurer within thirty (30) days of the insurance claim being adjusted to pay any such insurance moneys in whatever manner the Mortgagee directs.
- 13.4 The Mortgagee shall not be responsible for any involuntary loss which may occur to the land or any improvements thereon in or during the time of or after the exercise or execution of the powers herein contained or implied nor for any more moneys than shall actually come into its hands nor for the acts neglects defaults or dishonesty of any servant agent or auctioneer employed by it.

#### **14. POWER OF ATTORNEY**

- 14.1 The Mortgagor for valuable consideration irrevocably appoints the Mortgagee, each director of the Mortgagee and each Receiver or Receiver and Manager severally, to be the Mortgagor's Attorney/s and in the Mortgagor's name (or in the name of the Attorney) and on the Mortgagor's behalf:
- (a) to do any act or thing which the opinion of the Attorney;
    - (i) it is necessary or expedient to give effect to any right, power or remedy conferred on the Mortgagee or a Receiver or Receiver and Manager; or
    - (ii) is necessary or expedient that the Mortgagor do under this mortgage or any collateral document.
  - (b) to sign or enter into (or both) all assurances, documents, agreements and instruments which in the opinion of the Attorney it is necessary or expedient that the Mortgagor sign or enter into under this mortgage or any collateral document; and



- (c) generally to use the Mortgagor's name in the exercise of all or any of the powers conferred on the Mortgagee or a Receiver or Receiver or Manager by or under this mortgage, any collateral document, statute, the general law or otherwise;
- and the Mortgagor undertakes to ratify and confirm anything done or that may be done by an Attorney under this power of attorney. When the Mortgagor is a trustee, this appointment is made pursuant to that clause of the Trust Deed.

## **15. WARRANTIES BY MORTGAGOR**

### **15.1 The Mortgagor represents and warrants that:**

- (a) it is or is entitled to be registered as owner of the land free from encumbrances other than those agreed to in writing by the Mortgagee; and
- (b) it has power to enter into and observe its obligations under this mortgage; and
- (c) it has full force and effect the authorisations necessary to enter into this mortgage, observe obligations under it, and allow it to be enforced; and
- (d) its obligations under this mortgage are not void, voidable or unenforceable; and
- (e) this mortgage and the transactions under it do not contravene its constituent documents or any law, regulation or official directive or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation its powers or, if the Mortgagor is a Corporation, the powers of its directors or officers to be exceeded; and
- (f) it has fully disclosed in writing to the Mortgagee all facts relating to the Mortgagor, this Mortgagee, the land and anything in connection with them which are material to the assessment of the nature and amount of the risk undertaken by the Mortgagee in entering into this mortgage and doing anything in connection with it; and
- (g) no event of default or event which with the giving of notice, lapse of time or fulfilment of any condition would be likely to become an event of default continues unremedied; and
- (h) it is not a trustee of any trust or settlement same and except the trust (if any) particulars of which the Mortgagor has disclosed to the Mortgagee and of which the Mortgagee has given prior approval to the Mortgagor; and
- (i) the Mortgagor has disclosed to each insurer under each of the insurances all material facts relevant to that insurer's risk under each such insurance before entering into it and that the Mortgagor is not aware of the any reason or cause which could or would render void, voidable or otherwise unenforceable any such insurance; and
- (j) to the knowledge of the Mortgagor, no authority has acquired or has any proposal compulsory to acquire, to change or restrict the permitted use of or do any other thing which will or may diminish the value, as reasonably estimated by the Mortgagee, of the land; and
- (k) to the knowledge of the Mortgagor, no litigation, arbitration, family law or administrative proceedings in respect of the land or any rights or entitlements deriving from the land are current pending or threatened; and
- (l) no rents, profits, moneys or moneys worth or any right to receive any rents, profits, moneys or moneys worth payable now or in the future in respect of any lease or licence to occupy or use the land or in respect of any business conducted on the land or otherwise derived from the land from time to time have been assigned or changed to any person (other than the Mortgagee) in priority to the Mortgagee; and
- (m) the Mortgagor has granted or assumed no lease or licence to occupy or use the land at a rent or licence fee less than the rent or licence fee which would be reasonably chargeable in a free and open market by a willing but not anxious lessor or licensor at arms length; and
- (n) the Mortgagor is not in default under any agreement or arrangement to which the Mortgagor is a party or by which the Mortgagor may be bound or in respect of any financial commitment or

other obligation which would have a material adverse effect on the Mortgagor's business, assets or condition; and

- (o) to the knowledge of the Mortgagor there is no action, suit, proceeding or arbitration, current, pending or threatened against the Mortgagor before any court board arbitration or administrative agency or tribunal which would or might result in any material adverse change in the business or condition (financial or otherwise) of the Mortgagor; and
- (p) all information furnished by or on behalf of the Mortgagor relating to its business and affairs was and remains true and correct in all material respect (necessary changes with the passage of time excepted) and that there are no other material fact or considerations the omission to declare which would render any such information so furnished misleading or deceptive;
- (q) the Mortgagor has complied fully with all the relevant provisions of the Foreign Acquisition and Takeovers Act which apply to the Mortgagor (if any), including, without limitation, the giving of notice before entering into the agreement to purchase the land, and the strict adherence to any condition or requirement given or imposed by authority of that Act.

15.2 These representations and warranties are taken to be also made:

- (a) on each date on which the Mortgagor acquires the land; and
- (b) on each date on which the Mortgagee provides accommodation to or at the request of the Mortgagor; and
- (d) every three months after the date of this mortgage.

## **16. NO PARTING WITH POSSESSION WITHOUT CONSENT**

16.1 The Mortgagor shall not assign transfer lease part with the possession or vacate abandon sublet or vary any mortgage (whether given prior or subsequent to this mortgage) of the land or any part thereof or pull down alter or remove any improvements thereon or attempt so to do without prior consent in writing of the Mortgagee first had and obtained.

## **17. MORTGAGORS OBLIGATION TO REPAIR**

17.1 The Mortgagor will whether the Mortgagee shall or shall not have entered into possession of the land make such repairs as may be necessary for keeping the buildings and other improvements now or hereafter to be erected on the land in good substantial and tenantable repair order and condition and will forthwith carry out all work which may be ordered by any competent Health, Fire, Public, Local Shire or Municipal or other relevant or duly empowered authority in respect thereof and will punctually pay all rates, Land Tax, duties, charges, fees, and other outgoings or assessments now or hereafter during the continuance of this mortgage charged upon the land or any improvements thereon or any part thereof or upon the owner or occupier thereof.

17.2 The Mortgagor will from time to time and at all times comply with all statutes rules regulations by-laws and ordinances now or hereafter to be in force which do or may relate to the land their use condition or occupation.

17.3 In particular, if any of the improvements erected or to be erected on the land during the continuance of this mortgage consists of flats, tenement buildings, factories or shops the Mortgagor will punctually observe and comply with all statutes regulations rules by-laws and notices relating to same.

## **18. SECOND MORTGAGE (IF APPLICABLE)**

18.1 If this mortgage is a second or subsequent mortgage then the following shall apply:

- (a) That the Mortgagor will carry out observe and perform all the terms covenants and agreements contained in each and every mortgage being registered in priority to this mortgage and on his part to be carried out observed and performed.
- (b) The Mortgagee may at any time after default has been made by the Mortgagor in carrying out or observing any one or more of the terms and conditions herein or in any one or more of the said prior mortgages contained and on the part of the Mortgagor to be carried out or observed pay to the Mortgagee or Mortgagees of all or any of the said prior mortgages the whole or any part of the indebtedness of the Mortgagor thereunder and the Mortgagee may obtain and accept a transfer or transfers or release or releases by such Mortgagee or Mortgagees of the security or securities held by him or them AND notwithstanding the terms and conditions contained in any such prior mortgages the Mortgagor will pay to the Mortgagee on demand the amount or amounts of such indebtedness so paid as aforesaid AND ALSO the amount of the Mortgagee's costs and disbursements of and incidental to the preparation stamping and registration of such transfer or transfers or release or releases and all such amounts shall be deemed to be money secured hereunder and shall bear interest from the date or dates of payment by the Mortgagee at the same rate and be recoverable in the same manner as the loan and interest under this mortgage.
- (c) The Mortgagor hereby authorises the Mortgagee on the Mortgagor's behalf as the Mortgagor's duly authorised agent to request any prior mortgagees to lodge all relevant documents of title at the appropriate office of the Registrar of Titles to enable registration of this mortgage; and the Mortgagor hereby agrees to pay to such prior mortgagees their reasonable costs associated with such lodging.

18.2 The Mortgagor and every person having or claiming any estate right title or interest in or to the land or any part thereof otherwise than by virtue of some encumbrance lien or interest notified hereon will at all times (at the cost of the Mortgagor until foreclosure or sale and afterwards at the costs of the person or persons requiring the same) execute every such deed instrument or assurance, and do every such thing for further or more effectually securing the rights or interests of the Mortgagee to or in the land or any part or parts pursuant to these presents as shall by the Mortgagee be reasonably required.

## 19. STRATA TITLE

- 19.1 If the land at any time comprises a lot within the meaning of the Strata Titles Act NSW (the "Act"):
- (a) the Mortgagor must promptly pay all contributions and any other monies which at any time become payable in respect of the land to the Body Corporate (the "Body Corporate") of the relevant plan (the "Strata Scheme");
  - (b) the Mortgagor must duly and punctually comply with and observe the provisions of the Act its regulations and schedules and any by-laws of the Strata Scheme;
  - (c) the Mortgagee will be entitled in its absolute discretion to exercise the voting rights conferred upon it and the Mortgagor by the Act and the Mortgagor hereby irrevocably appoints the Mortgagee its proxy to vote at any meeting of the Body Corporate. The Mortgagor must ratify and confirm all and every act or step which the Mortgagee does or takes in exercise of the rights conferred to upon it by this clause;
  - (d) the Mortgagor must procure the entry of the Mortgagee's interest in the land in the roll of the Body Corporate of the Strata Scheme;
  - (e) the Mortgagor must give to the Mortgagee
    - (i) written notice of each meeting of the Body Corporate forthwith upon being notified of such meeting and after such meeting copies of any resolution passed at such meeting;
    - (ii) written notice of any other notices received by the Mortgagor from the Body Corporate forthwith upon receipt of same;



- (f) the Mortgagor must give to the Body Corporate all such notices as there may be required under the Act and will, if required by the Mortgagee, execute and deliver to the Mortgagee all such notices and confirmations as the Mortgagee shall desire to give the Body Corporate pursuant to the provisions of the Act;
- (g) the Mortgagor, without prior consent in writing of the Mortgagee, must not concur with or agree to any dealing with the common property or any part thereof, or vote in favour of any resolution of the Body Corporate in respect of any matter which pursuant to the provisions of the Act required to be passed by a unanimous resolution or a resolution without dissent or a special resolution or which adds to amends or repeals all or any of the standard by-laws specified in the Act or any addition or amendment to such by-laws and the Mortgagor without such consent must not lodge or join in lodging with the Registrar of Titles for approval any plan of redevelopment or re-subdivision or make or join in making or vote in favour of any resolution of the Body Corporate authorising the Body Corporate to make or join in making an application to the Registrar or the Court under the provisions of the Act;

## 20. CONSTRUCTION LOAN

If the principal sum, or any part thereof, is to be applied for the purposes of construction or extensions of, or improvements to, a building structure of any type or subdivided works (in so far as the clauses are relevant) (herein called "the Construction"), then the following conditions shall apply:

20.1.1 The Mortgagor must before the principal sum, or any part thereof, is advanced (unless the Mortgagee agrees otherwise) provide the Mortgagee with a copy of:

- (a) the building contract;
- (b) evidence that the builder undertaking or overseeing the Construction is duly licensed in New South Wales;
- (c) the local shire or council building approval;
- (d) the plans and specifications for the proposed construction of improvement works; and
- (e) the builder's building contractors all risk insurance policy with an insurer acceptable to the Mortgagee, showing the Mortgagee's interest as mortgagee, for an insurable amount and covering such risks (including public liability insurance cover for an amount of \$10,000,000.00 for each and every event or claim) as are acceptable to the Mortgagee.
- (f) A certificate of insurance in accordance with the Home Building Act 1989.

20.1.2 The Mortgagee's obligations contained in this mortgage are conditional upon the Mortgagee's approval of the documents described in this clause 20.1.1

20.2 That part of the principal sum relating to the Construction will be advanced by progress payments at the discretion of the Mortgagee upon receipt by the Mortgagee of a written request by the Mortgagor. Such written request must be signed by the Mortgagor and must specify:

- (a) the amount of money requested to be drawn down;
- (b) the works or stage of construction that the draw down relates to, and a statement to the effect that such works have been completed;
- (c) to whom the payment is to be made; and
- (d) such other matters as the Mortgagee may require from time to time.

20.3 Any contribution which is to be made by the Mortgagor to the cost of the Construction is to be applied to the cost of Construction before any moneys drawn down under this mortgage are so applied.

- 20.4 Unless otherwise agreed, the first progress payment shall not be made until the foundations are completed and all subsequent progress payments shall to the extent that the principal sum is to be applied to the Construction shall be made at the times in the amounts specified in the building contract.
- 20.5.1 The Mortgagor shall cause the Construction to be completed:
- (a) with the minimum of delay, having regard to the construction time frame;
  - (b) in accordance with the Mortgagee approved plans, specifications, builder permit, and all legislation on the requirements of any authority; and
  - (c) in a proper and workmanlike manner by qualified tradesmen and of a standard which may reasonably be expected from a professional builder for works of that type which is the Construction.
- 20.5.2 The Construction, or any stages thereof, shall not be deemed to have been completed unless all materials and fittings have been duly installed or affixed to the land on the approved site for the Construction.
- 20.6 Immediately upon practical completion of the Construction and prior to the final progress payment of account of the Construction, the Mortgagor shall provide the Mortgagee with a certificate of currency of insurance policy which insures the property which was the subject of the Construction for such risks and for such amount as the Mortgagee may reasonably require, and which notes the Mortgagee's interest in the property.
- 20.7 The Mortgagee shall not be liable for any loss which occurs in connection with the Construction which the Mortgagee has consented to (including any loss which arises out of any plans or specifications which the Mortgagee may have approved or reviewed) or which arises should the Mortgagee take possession of the Construction site and take control of the Construction.
- 20.8 Payments of the principal sum or part thereof may be made by the Mortgagee directly to the builder shown on the building contract relating to the Construction, suppliers, or subcontractors and the Mortgagor does hereby indemnify and hold harmless the Mortgagee in respect of any such payments. The Mortgagee is under no obligation to ensure that the Construction works or any part thereof has been completed adequately or in accordance with the building contract before making any such payment.
- 20.9 If the Mortgagee requires the Mortgagor must at the Mortgagors' cost:
- (a) engage a quantity surveyor or other consultant required by the Mortgagee to report to the Mortgagee on the progress of the Construction and their compliance with approvals; and
  - (b) give the Mortgagee regular reports on the progress of the Construction, all payments made in relation to the Construction and any matter which may delay or adversely affect the completion of Construction.
- 20.10 The Mortgagor must ensure that:
- (a) any insurances of any improvements on the land not to be demolished are maintained and not voidable because of the Construction;
  - (b) any improvements constructed under the Construction are insured for their full insurable value from time to time and that the Mortgagee is included as an insured party for its rights and interests;
  - (c) public liability insurance in relation to the land for an amount required by the Mortgagee is maintained during the course of the Construction;
  - (d) workers' compensation insurance and any other insurances required by law in relation to the carrying out of the Construction are effected and maintained by the person responsible ; and
- any other insurances which the Mortgagee may reasonably require are maintained.

- 20.11 The Mortgagor must on completion of the Construction promptly procure delivery to the Mortgagee of certificates from relevant authorities to the effect that the Constructions have been carried out and completed in accordance with all the necessary approvals and consents and that the improvements effected by the Construction may be occupied.
- 20.12 The Mortgagor must before commencing any Construction lodge with the Mortgagee 1 copy of all plans and specifications for the Construction (including architectural and engineering plans) together with evidence of all necessary consents and approvals. The Mortgagor must procure that the author of those plans in writing licences the Mortgagee to use them and grant sub-licences in connection with the exercise of any of its powers under this mortgage.

## **21. MORTGAGOR TO PERFORM WORKS**

- 21.1 The Mortgagor as expeditiously as possible and without intermission must complete on the land any work commenced thereon (without authorising the doing of any work without the Mortgagee's prior written consent) and not later than the expiration of the period (if any) specified in the mortgage or specified in any collateral document, erect and complete those improvements (if any) specified in the mortgage or specified in any collateral document (the "Works") to the complete satisfaction of the Mortgagee in accordance with plans and specifications approved by the Mortgagee and in accordance with the requirements of the responsible municipal authority and any other authority or government department having jurisdiction or control in relation to the Works. The Mortgagor must:
- (a) pay any amounts due to any person in connection with the Works as such amounts become due;
  - (b) pay to the Mortgagee on demand all professional and consultants costs incurred by the Mortgagee in obtaining such advice and information as the Mortgagee deems appropriate in relation to the Works and their value;
  - (c) obtain such certificates in relation to the Works from local authorities and the like as the Mortgagee may from time to time require;
  - (d) provide to the Mortgagee such information in relation to the Works as the Mortgagee may require from time to time (including without limitation any building contracts, builder's licences and the like);
  - (e) not contract with any person in relation to the Works nor alter the approved plans and/or specifications without the Mortgagee's prior written consent;
  - (f) Ensure that at all times after the commencement of the Works there is a registered builder supervising the construction; and
  - (g) Ensure that at all times a builders contract is in existence.
- 21.2 If in the opinion of the Mortgagee default has been made in the manner of the erection or completion of the Works and/or improvements provided in sub-clause (21.1) or if there has been a default then the Mortgagee may (but without any obligation to do so and without any liability to account as Mortgagee in possession or otherwise) in addition to the other powers, rights and remedies conferred upon it by the mortgage or by law enter upon the land and:
- (a) erect and/or complete and/or demolish (in whole or in part) the Works or improvements either in accordance with the approved plans and/or specifications or otherwise as the Mortgagee may think fit and either in its own name or as attorney for the Mortgagor;
  - (b) increase or reduce the size of the Works;
  - (c) continue or discontinue contracts and/or contract with existing sub-contractors and like persons;
  - (d) call for and accept any tender;
  - (e) pay, contract with or employ any architect, contractor, person or corporation;



(f) use or cause to be used any materials or property upon the land.

**PROVIDED THAT** the Mortgagee may refrain from constructing or completing construction of the works and may sell the land with all improvements thereon in there then state and condition.

21.3 All moneys expended by the Mortgagee in accordance with this clause will form part of the money secured.

## **22. USE OF LAND**

The Mortgagor must in a proper and efficient manner conduct and maintain any business carried on by the Mortgagor on the land at the date of this mortgage, and such other business as the Mortgagee may from time to time approve, and must keep the business open at all times usual for businesses of a similar nature and upon demand must furnish proper accounts of such business to the Mortgagee. The Mortgagor must not discontinue or vary the use of the land without the Mortgagee's prior written consent and hereby charges any such business with payment of the money secured to the Mortgagee. If at any time there are improvements upon the land the Mortgagor must not leave the land unoccupied for a continuous period of more than thirty (30) days.

## **23. TRUSTS (APPLICABLE WHERE A MORTGAGOR IS A TRUSTEE)**

23.1 The Mortgagor has entered into and executed this mortgage on its own behalf and as trustee of the Trust and the Mortgagor and its successors as such trustee from time to time will be liable under the terms and conditions of this mortgage as such trustee to the intent that all the assets from time to time both present and future of the Trust, whether by reason or original settlement or any accretion thereto or of any purchase gift or other transfer or acquisition however occurring, will be available to satisfy the liabilities of the mortgagor and the mortgagor's right of indemnity out of same is hereby charged with the payment of the money secured PROVIDED HOWEVER that nothing in this clause will release the Mortgagor from liability hereunder in its personal capacity AND the Mortgagor warrants as follows:

- (a) that all of the powers and discretions conferred by the deed establishing the Trust are at the date hereof capable of being validly exercised by the Mortgagor as trustee thereof and that same have not been varied or revoked and that the Trust is a valid and subsisting Trust as at the date hereof;
- (b) that the Mortgagor is the sole trustee of the Trust and as such has full and unfettered power pursuant to the terms of the deed establishing the Trust to mortgage the assets of the Trust and that this mortgage is being executed and entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the Trust;
- (c) no restriction on the Mortgagor's right of indemnity out of or lien over the assets or the Trust exists or will be created or permitted to exist and the said right will have priority over the rights of the beneficiaries to the assets of the Trust.

23.2 The Mortgagor must not permit and it will be a default if there occurs without the Mortgagee's prior written consent:

- (a) any resettlement, appointment or distribution of capital of the Trust;
- (b) any retirement or replacement of the trustee or any appointment of a new trustee of the Trust;
- (c) any amendment of the deed establishing the Trust;
- (d) any further encumbrances or charging whatsoever of any of the assets of the Trust;
- (e) any breach of the provisions of the deed establishing the Trust;
- (f) any termination of the trust or variation of the vesting date; or
- (g) if the Trust is a unit trust, there is any transfer or dealing with the units.

If any of the above occur the Mortgagor must inform the Mortgagee forthwith.

**24. SET-OFF**

24.1 The Mortgagee may, but need not, set off or apply:

- (a) any sum or part of a sum standing to the credit of or any account with the Mortgagee of:
  - (i) the Mortgagor;
  - (ii) any person liable jointly with the Mortgagor; or
  - (iii) the Mortgagor and such a person jointly; or
- (b) any debt or liability of the Mortgagee to the Mortgagor on any account or owing in any way whatever (and whether the Mortgagor is legally or beneficially or in any other way entitled to that debt or liability);

against or in reduction or discharge of any part of the money secured.

**25. MORTGAGOR HAS NO RIGHT OF SET-OFF**

25.1 The Mortgagor must not at any time claim or purport to exercise any right or set-off or other right or relief at law or in equity which has or might have the effect of reducing or discharging the money secured. The Mortgagor must not bring proceedings to restrain or prevent the Mortgagee from exercising any of the Mortgagee's rights, powers or remedies under or referred to in clause 8 or under any collateral document on the basis that any such right, power or relief is vested in or available to the Mortgagor unless the money secured as calculated by the Mortgagee is first paid in full or, if the amount of the money secured is disputed, is paid into court.

**26. MORTGAGEE MAY ASSIGN**

26.1 The Mortgagee may at any time:

- (a) assign or transfer or grant a participation or sub-participation in or otherwise deal with or dispose of all or any of its rights or benefits under this mortgage or any collateral document (or both) to any person; or
- (b) effect the assumption of or participation in all or any of its obligations under this mortgage;
- (c) or any or both (a) and (b).

**27. MORTGAGOR FIXTURES AND FITTINGS**

27.1 The Mortgagor by executing this mortgage assigns unto the Mortgagee all fixtures, fittings and chattels of the Mortgagor from time to time situated in or upon the land ("the Mortgagor's Chattels") subject to the right of redemption thereof upon the Mortgagor becoming entitled to a discharge of this mortgage..

27.2 The Mortgagor hereby assigns to the Mortgagee all its rights under and by virtue of any and every hire purchase agreement or other agreement for the purchase or hire of property in which property situated on the land are comprised to the intent that the Mortgagee may at any time acquire the property by purchase or payment of the balance at such time owing to the owner of the goods and any such money so paid will form part of the money secured. The Mortgagor covenants to duly observe and perform all the terms, covenants and conditions contained in any such agreement.

27.3 After a default by the Mortgagor under this mortgage the Mortgagee may:

- (a) sell lease hire or otherwise dispose of or deal with the Mortgagor's Chattels or do anything in relation to the Mortgagor's Chattels. The Mortgagee must apply moneys received as a result of such sale or disposal in accordance with clause 10; or

- (b) remove from the land the Mortgagor's Chattels and store them in the name and at the cost of the Mortgagor with any person (including the Mortgagee) for such period and on such terms as the Mortgagee reasonably determines without being liable to the Mortgagor; or
- (c) serve a written notice on the Mortgagor stating the name and the address of the place where the Mortgagor's Chattels are stored and the amount of money incurred at the date of such notice in relation to the removal and storage of those chattels and thereupon the Mortgagee shall be under no further liability to the Mortgagor in respect of the Mortgagor's Chattels.

## **28. VALUATION**

- 28.1 The Mortgagee will be entitled (at the cost and expense of the Mortgagor) to obtain an independent valuation of the land at any time and from time to time and the Mortgagor must pay to the Mortgagee upon demand the amount of any valuation/fees or expenses incurred by the Mortgagee.

## **29. RESUMPTION**

- 29.1 The Mortgagor agrees to mortgage as security for the payment of the money secured the benefit of any right to compensation or payment which results from:
- (a) the occurrence of a resumption; or
  - (b) the imposition or variation of a planning instrument or an order affecting the land; or
  - (c) the restriction of a right to develop the land.
- 29.2 The Mortgagor agrees to execute in favour of the Mortgagee a mortgage of that benefit on the same terms as this mortgage or on similar terms acceptable to the Mortgagee.
- 29.3 If there is a proposal to do anything referred to in clause 29.1 then the Mortgagor must do everything which the Mortgagee reasonably requires either to support or oppose the proposal.
- 29.4 If the Mortgagor becomes entitled to compensation or a payment the Mortgagor agrees to:
- (a) give the Mortgagee full particulars of and any documents relating to it; and
  - (b) at the Mortgagee's request, promptly prosecute with reasonable diligence its rights in connection with it; and
  - (c) do everything which the Mortgagee reasonably requires to assist the Mortgagee in prosecuting its rights in connection with it; and
  - (d) at the Mortgagee's request, appeal against any determination made by an authority with respect to the claim, to any court or other authority having jurisdiction or power to determine the appeal.
- 29.5 Subject to clause 29.4, the proceeds of compensation or the payment must be held by the recipient in a separate account in the Mortgagee's name and paid in accordance with clause 10.
- 29.6 The Mortgagor agrees not to enforce, conduct, settle or compromise claims in relation to compensation with out the consent of the Mortgagee.
- 29.7 If, notwithstanding the provisions of clause 29.5, any such moneys are received by the Mortgagor, the Mortgagor must hold such moneys upon trust for the Mortgagee and the Mortgagor must pay those moneys to the Mortgagee upon demand. The Mortgagee must upon receipt of those moneys apply them in accordance with clause 10.



### **30. LEASEHOLD LAND**

30.1 If the land is a leasehold title, then this section shall apply to the land:

- (a) The Mortgagor will duly and punctually and punctually pay all rents, outgoings and other moneys payable by the Mortgagor, and perform all of the obligations required to be performed by the Mortgagor, under the lease in respect of the land.
- (b) The Mortgagor will not do or permit to be done anything which may result in the lease being surrendered, forfeited, cancelled, determined or prejudiced in any manner and will not make any application for relief against forfeiture under any statute without first obtaining the Mortgagee's consent to the terms of such application.
- (c) If permitted by law, the Mortgagee may in its absolute discretion and at any time convert the land or any part of it into an estate in fee simple and to allow same may pay all moneys required to be paid to the Crown or any other person. The Mortgagor shall do all such things and execute such documents as the Mortgagee requests to facilitate this conversion and does indemnify the Mortgagee for any costs incurred or losses resulting from such conversion. If the land is converted to freehold then the Mortgagor will execute and deliver all such documents as are required by the Mortgagee to enable the Mortgagee to register a first legal mortgage over the land in the Mortgagee's favour.
- (d) The Mortgagor does hereby assign to the Mortgagee all rights of compensation and any moneys which the Mortgagor may receive as compensation in relation to the lease over the land or unless any Statute or otherwise for any improvements to the land or any loss or damage suffered by the Mortgagor.

### **31. ENVIRONMENTAL WARRANTIES AND COVENANTS**

31.1 For the purposes of this clause:

"breach of an environmental law" shall be deemed to mean a happening, event or circumstances where contamination is present at or upon the mortgaged land at the prescribed level;

"contamination" means any material or substance (including gasses and vapours) defined or regulated by any Environmental Law by reason of its potential to pose a hazard to human health or the environment when present or when improperly treated, stored, disposed of or otherwise managed;

"environmental audit report" means a report prepared by a suitably qualified groundwater engineer approved of by the Mortgagee which may include:

- (a) an environmental assessment of the land;
- (b) details of any contamination relating to the land;
- (c) recommendations:

"environmental law" means any law relating to the environment which shall include any laws relating to pollution and hazardous substances;

"environmental authority" means each and every statutory and or public authority charged with the responsibility of enforcing the environmental laws relevant to the environment and to contamination, in the State or Territory where the land is situate;

"prescribed level" means contamination of the land at a level or levels which are equal to or exceed those relevant to the particular contamination as are from time to time prescribed having regard to the existing use of the land as a service station (whether by regulation or policy guideline or otherwise) for clean up, remediation or other action by the Environmental Authority;

"recommendations" means any recommendations comprised in an environmental audit report relating to the rectification of contamination and/or relating to the practices on the land where there is found to be prescribed level contamination PROVIDED THAT:

- (a) the expression "practices" shall be limited to mean work practices and procedures generally accepted as industry practices and procedures necessary in the efficient operation of a service station; and

- (b) no recommendations relating to practices will directly or indirectly require the Mortgagor and/or the borrower to incur or undertake any capital expenditure.

31.2 The Mortgagor warrants, in relation to the use of the land as a service station that:

- (a) they have to the best of their knowledge and belief complied and will in the future continue to comply with all environmental laws relating to the land;
- (b) to the best of their knowledge and belief there have been no practices and in the future they will use their best endeavours to ensure there will be no practices on the land in breach of any environmental law;
- (c) they have to the best of their knowledge and belief obtained and will in the future keep current any consent, licence, authority or approval necessary under any environmental law relating to the land or the use of the land;
- (d) they will prepare and retain for so long as is required by law all records and reports required by any environmental law or environmental authority;
- (e) they are not aware of any legal proceedings, instigated or threatened due to a breach of any environmental law.

31.3 Subject as hereinafter provided, during the currency of this mortgage and for a period of six (6) months thereafter, the Mortgagor indemnities and will keep indemnified the Mortgagee from and against all action and demands due to a breach of any environmental law by the Mortgagor and/or the borrower relating to the land.

31.4 The Mortgagor must:

- (a) as soon as is practicable notify the Mortgagee of a breach of any environmental law relating to the land;
- (b) give to the Mortgagee a copy of any notice by any environmental authority relating to the land; and
- (c) comply with the requirements of any order by any environmental authority relating to the land.

31.5 Where the Mortgagee is entitled pursuant to clause 31.6 to make a request of the Mortgagor to obtain an environmental audit report and the Mortgagee makes such a request, the Mortgagor shall:

- (a) obtain at its expense and make available to the Mortgagee an environmental audit report for the land; and
- (b) carry out at its expense any clean up, remediation and/or any recommendations where the environmental audit report indicates prescribed level contamination.

If the Mortgagor does not obtain the environmental audit report or carry out its recommendations, the Mortgagee may decide to carry out its recommendations at the land and any amounts spent by the Mortgagee will then form part of the money secured. The Mortgagee's entitlement to carry out recommendations as aforesaid is not to be construed in any manner as a waiver of the obligation on the part of the Mortgagor to comply with clause 31.4.

31.6 The Mortgagee shall be entitled to request the Mortgagor to obtain an environmental audit report:

- (a) once in any three (3) year period from the date of this mortgage; plus
- (b) on any occasion where there has been a breach of an environmental law or where the Mortgagee reasonably suspects prescribed level contamination.

31.7 The Mortgagor shall not raise objection where the Mortgagee at any time elects at its own expense to obtain an environmental audit report in relation to the land, provided that in so doing the Mortgagee

shall ensure that there will not be undue interference with the operation of any business conducted on the land.

- 31.8 The Mortgagor agrees that, apart from substances ordinarily required for the purposes of lawfully operating the business being conducted on or from the land, he will not allow any hazardous substances or materials to be treated, stored, disposed of, made or used on the land without prior written consent of the Mortgagee

## **32. GST**

32.1 Notwithstanding any other provision of this agreement:

- (a) in the event that GST has application to any supply made under or in connection with this mortgage, or the provision of services by the Mortgage Manager, SH Mortgage Services Pty Ltd, to the Mortgagee in connection with this mortgage the Mortgagee may, in addition to any amount or consideration payable under this mortgage, recover from the Mortgagor an additional amount on account of GST, such amount to be calculated by multiplying the relevant amount or consideration payable by the Mortgagor for the relevant supply by the prevailing GST rate, and/or
- (b) without limiting the generality of the foregoing, in the event that the Mortgagee is not entitled to an input tax credit in respect of the amount of any GST charged to or recovered from the Mortgagee by any person or payable by the Mortgagee, or in respect of any amount which is recovered from the Mortgagee by way of reimbursement of GST referable directly or indirectly to any supply made under or in connection with this mortgage, the Mortgagee shall be entitled to increase any amount or consideration payable by the Mortgagor on account of such input tax and recover from the Mortgagor the amount of any such increase.

Any additional amount on account of GST, or on account of an amount for which the Mortgagee is not entitled to an input tax credit, recoverable from the Mortgagor pursuant to this clause shall be calculated without any deduction or set-off of any amount and is payable by the Mortgagor upon demand by the Mortgagee whether such demand is by means of an invoice or otherwise.

## **33. STAMP DUTY**

- 33.1 The Mortgagor agrees with the Mortgagee to indemnify and keep indemnified the Mortgagee against any stamp duty payable in connection with the money secured including any liability the Mortgagee may incur and any moneys it may pay under or in connection with any stamp duty legislation of any State or Territory of Australia arising out of this mortgage and/or this transaction and the Mortgagee may deduct the whole or such portion of such stamp duty from the loan as the Mortgagee shall think fit.

## **34. CONTINUING SECURITY**

- 34.1 Notwithstanding any settlement of any account or other matter or thing whatsoever this mortgage shall be a continuing or running security in respect of the balance for the time being owing upon the mortgage hereof until a final discharge has been executed and given to the Mortgagor.

## **35. TITLE DEEDS**

35. Subject to the rights of any prior Mortgagee it shall be lawful for the Mortgagee to obtain and retain the certificate or certificates of title and other documents of title to the land and if the Mortgagor shall obtain possession of them or any other document of title he will forthwith deliver them to the Mortgagee and if required by the Mortgagee execute any document required to give effect to this clause.



**36. MORTGAGEE LEGAL COSTS**

- 36.1 The Mortgagor will upon demand pay to the Mortgagee all costs as between solicitor and own client of the preparation execution stamping and registration of this mortgage and of any instrument collateral hereto and of enabling the same to be registered and any release thereof and the expense of any survey valuation or report of or concerning the land and of the exercise or enforcement or attempted exercise of any power right or remedy of the Mortgagee hereunder or under any document collateral hereto or which the Mortgagee may in any way incur in respect of the protection of this and any other security and the land or owing to the non-observance or non-performance of any covenant on the part of the Mortgagor herein contained or implied.

**37. TIME**

- 37.1 With regard to the payment of any moneys or the doing of any act or thing required hereunder time shall be of the essence.

**38. COLLATERAL DOCUMENT**

- 38.1 The Mortgagor must punctually and duly observe and perform or must procure the punctual and due observance and performance of all of the terms covenants and conditions contained in or implied by any collateral document, to the intent that default in such observance and performance will constitute default under this mortgage. The money secured may be recovered by the Mortgagee exercising its rights under this mortgage or any collateral document separately or concurrently. Neither security will be in any way secondary to the other and the Mortgagee will be entitled to enforce either security without any reference to the other and without first having to resort to its rights under any one of the securities. The Mortgagor charges the land with the payment of all moneys payable pursuant to the collateral document. This mortgage will be enforceable notwithstanding that the collateral documents or any of them or any other obligation arising between the Mortgagor and the Mortgagee or any other person may be void or unenforceable in whole or in part. This clause operates without derogating from the terms of this mortgage or from any other collateral document to this mortgage.

**39. NOTICES**

- 39.1 In addition to the methods of service provided for by statute, a notice or demand by or on behalf of the Mortgagee will be deemed to be duly given to or made on the Mortgagor if:
- (a) sent or transmitted by telex or facsimile to:
    - (i) a telex or facsimile for the Mortgagor known to the Mortgagee at the date of this mortgage; or
    - (ii) any changed or other telex or facsimile number for the Mortgagor published or disseminated in writing in any way by, on behalf of or at the apparent request of the Mortgagor;
  - (b) left for the Mortgagor, or sent by prepaid ordinary post (and by airmail, if international) or lettergram to the Mortgagor, at:
    - (i) any address of the Mortgagor sent forth in this mortgage; or
    - (ii) the Mortgagor's usual or last known abode or place of business; or
    - (iii) the Mortgagor's registered office; or
    - (iv) any premises owned or occupied by the Mortgagor; or
    - (v) the Mortgagors last known post office box; or
    - (vi) the land.
  - (c) delivered personally to the Mortgagor; or

- (d) advertised in the government gazette or the state, country or place in which this mortgage is executed by the Mortgagor.

39.2 Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

39.3.1 A notice, demand, letter, telegram, lettergram, telex, facsimile or gazetted notice is taken to be received:

- (a) in the case of letter, on the second (seventh, if outside Australia) day after posting; and
- (b) in the case of a telegram or a lettergram on the day immediately following the date of despatch; and
- (c) in the case of a telex, on receipt by the sender of the answerback code of the addressee after transmission of the telex; and
- (d) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient notified for the purpose of this clause; and
- (e) in the case of an advertisement in the New South Wales Government Gazette, on the date of publication of the relevant issue of the Gazette containing the advertisement.

39.3.2 The Mortgagee shall not be called upon to prove that any notice, demand, letter etc was actually received by the Mortgagor.

#### **40. GOVERNING LAW**

40.1 This mortgage is governed by the Law of the State of New South Wales and the Mortgagor irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of that State and all courts of appeal from them;
- (b) waives any objection the Mortgagor may now or in the future have to the bringing of proceedings in those courts and any claim that any proceedings have been brought in an inconvenient forum; and
- (c) agrees, without limitation to any other mode of service permitted by law, that any document to be served on the Mortgagor in any proceedings may be served in the manner in which notices and other written communications may be given or made under clause 39.

#### **41. NO RELEASE**

41.1 Notwithstanding any payout figure quoted or other form of account stated by the Mortgagee and notwithstanding the rule in Groongal -v- Falkiner no full or partial discharge of this mortgage will operate to any extent as a discharge or release of any collateral document, and any such discharge or release will be without prejudice to all of the rights and remedies of the Mortgagee against the Mortgagor personally or any other person for any moneys which may be found to be due to the Mortgagee.

#### **42. MISCELLANEOUS**

42.1 All instalments and payments hereunder shall be paid at such place and to such person as the Mortgagee from time to time directs.

- 42.2 To the extent that the same can be excluded, any provision proclamation order regulation or moratorium limiting postponing negating abridging or in any way affecting the rights remedies and powers of Mortgagees now made or hereafter to be made by under or in pursuance of any Act of the Commonwealth of Australia or of the State of New South Wales now or hereafter passed shall not apply to this mortgage or the money secured and shall not affect prejudice or abridge any of the rights remedies and powers of the Mortgagee statutory or otherwise.
- 42.3 A certificate signed by the Mortgagee or by one of its directors as to the account between the Mortgagor and the Mortgagee as at the date or dates set out therein or as to any other act matter or thing arising hereunder shall for all purposes and in all Courts be prima facie evidence of the facts stated thereon.
- 42.4 Nothing in this instrument shall derogate from the rights and powers of a Mortgagee conferred by the "Real Property Act 1900".
- 42.5 Where two or more Mortgagors are parties hereto the covenants and agreements on their part herein contained or implied shall bind them and every two or greater number of them jointly and each of them severally.
- 42.6 The Mortgagor hereby agrees that any monies payable under the this mortgage will be payable by way of a bank cheque.
- 43.1 This mortgage also secures all obligations and liability of the Mortgagor to the Mortgagee contained in any offer of finance issued by the Mortgagee, loan facility deed, fixed and floating charge, or other document which this mortgage is collateral to or which is collateral to this mortgage ("the security documents").
- 43.2 A breach of any of the terms or conditions of the security documents will also constitute a default under this mortgage entitling the Mortgagee to exercise its powers under clause 8 hereof.
- 43.3 In the event of any inconsistency between the terms of this mortgage and the security documents then the interpretation most favourable to the mortgagee will prevail.
44. Notwithstanding any provision contained in this mortgage or any rule of law or equity to the contrary, the granting of any time or any other indulgence by the Mortgagee to the Mortgagor in relation to any existing or future default under this mortgage shall not diminish the Mortgagee's right to exercise its rights under this mortgage at any subsequent time.

#### **45. DEFINITIONS**

- 45.1 Except to the extent that the following interpretations shall be excluded by or be repugnant to the context in this instrument the following words and phrases shall have the following meanings:-
- "Mortgagor" shall mean and include all persons who are covenantors hereunder or each or any of them and their and each of their respective executors administrators and assigns;
- "Person" shall include a corporation;
- "Month" means calendar month;
- "The day of the loan" means the day upon which the loan or the first part of it is paid to or to the order of the Mortgagor;
- "the land" means the land set out in page 1 of this mortgage together with all improvements and fixtures and fittings thereon.



“money secured” means the principal sum together with all other moneys secured under this mortgage or any collateral security and includes:

- (a) All moneys already advanced or paid or now or hereafter advanced or paid by the Mortgagee to for or for the use or accommodation of or on behalf of or at the request of the Mortgagor either alone or jointly with any other person or otherwise owing or payable now or hereafter by the Mortgagor either alone or jointly with any other person to the Mortgagee on any account of for any reason or in any manner whatsoever and without limiting in any way whatsoever the generality of the foregoing;
- (b) All moneys whatsoever already lent or advanced or which the Mortgagee now or hereafter lends or advances or is or becomes in any way whatsoever liable to lend or advance to for or for the use or accommodation of or on behalf of any other person upon the order direction or request expressed or implied or under the authority of the Mortgagor whether the Mortgagor be acting alone or jointly with any other person;
- (c) All moneys which the Mortgagor either alone or jointly with any other person whether directly or indirectly or contingently or otherwise or whether by way of damages or otherwise presently is or hereafter may become liable to pay to the Mortgagee under or on any security (as hereinafter defined) or by reason of any other matter or thing whatsoever or as a result of or pursuant to any transaction or event;
- (d) All moneys which the Mortgagee is liable to lend pay or advance or now or hereafter pays or becomes liable to pay to for or for the use or accommodation of or on behalf of the Mortgagor either alone or jointly with any other person either by advances or by reason of the Mortgagee having already entered or hereafter entering into any engagement or bond whether a performance bond or any other bond whatsoever or indemnity or guarantee or undertaking or any other commitment or accepting endorsing paying or discounting any negotiable instrument whatever by which liabilities may be incurred on behalf of at the request expressed or implied of the Mortgagor either alone or jointly with any other person whether such engagements bonds indemnities guarantees undertakings or other commitments or negotiable instruments aforesaid shall have matured or not;
- (e) All moneys which the Mortgagee is from time to time and at any time is at liberty to debit and charge the Mortgagor on any account or for any reason either alone or jointly with any other person whether under the terms hereof or of any security or any agreement”, AND should there be no agreement (made either before or after the execution of this mortgage) to the contrary, payment of every part of such moneys shall be made on demand, and should there be no agreement (made either before or after the execution of this mortgage) to the contrary, payment of interest on every part of such further moneys shall be made at the time, in the manner, at the rate per cent per annum and otherwise in every respect as set out herein for the payment of interest on the money secured PROVIDED HOWEVER that the certificate of the Mortgagee or any attorney of the Mortgagee shall be prima facie evidence of the terms of any such agreement with respect to the applicable rate of interest on every part of such moneys. AND the land is hereby mortgaged with the due and punctual payment of such moneys and interest thereon and the due and punctual performance of the terms conditions and stipulations contained in any agreement and, while there is any default under any such agreement, any commitment by the Mortgagee to release or partially release this mortgage shall be suspended and any default under such agreement shall be deemed to be and shall be default hereunder.
- (f) all money which has or may become due, owing or payable from the Mortgagor either alone or jointly with another person to the Mortgagee now or in the future, either directly or indirectly, and including all such money arising from:
  - (i) any guarantee, deed, indemnity, bond, account, document or other agreement in writing between inter alia the Mortgagee and the Mortgagor;
  - (ii) promissory note, bill of exchange, order, draft, cheque or other engagement whether matured or not;
  - (iii) interest payable on the principal sum;

- (iv) interest on any judgment entered by the Mortgagee against the Mortgagor in respect of the principal sum;
  - (v) interest which has been capitalised;
  - (vi) any loss to, or costs and expenses incurred by, the Mortgagee in relation to any failure by the Mortgagor to comply with the terms of this mortgage or other agreement in writing between inter alia the Mortgagor and the Mortgagee;
  - (vii) all advances, further advances, loans, credits or financial accommodation whether made created or given on or before the date hereof or that may hereafter be made created or given by the Mortgagee in its absolute discretion to for or on account of or at the request of the Mortgagor;
  - (g) postage, commissions, charges, exchanges, re-exchanges and expenses according to the usage and cause of the business of the Mortgagee;
  - (h) stamp duty, financial institutions duty or any other levy, financial impost or tax payable on arising out of or in connection with this mortgage or other agreement in writing between inter alia the Mortgagor and the Mortgagee or any transaction hereby secured.
  - (i) all costs charges and expenses incurred by the Mortgagee in enforcing the terms of this mortgage which in the Mortgagee's opinion are required or desirable for protecting it's interest under this mortgage or any other agreement in writing between the Mortgagor and the Mortgagee including all moneys which the Mortgagee or any receiver or any attorney appointed hereunder or pursuant hereto may have paid or may pay in pursuance of or in defence of rights or powers granted under or pursuant to this mortgage or any other agreement in writing between inter alia the Mortgagor and the Mortgagee;
  - (j) fees and expenses including legal expenses on the higher of a full indemnity basis or solicitor and own client basis incurred by the Mortgagee for on in connection with:
    - (i) the drawing accepting or discounting of any bills or bills of exchange at the request of or for the accommodation of the Mortgagor;
    - (ii) exercise or enforcement or attempted exercise or enforcement of any right power or remedy conferred on the Mortgagee by this mortgage by law;
    - (iii) the preparation, execution, stamping or registration or;
    - (iv) full or partial release or discharge from transfer or variation of:
    - (v) any advice in respect of:
    - (vi) any breach of or default of any covenant contained or implied in; or
    - (vii) the Mortgagee making good any default by the Mortgagor under, this mortgage or any other agreement in writing between inter alia the Mortgagor and the Mortgagee or any rights which the Mortgagee may have under any law,
  - (k) money for expenses.
- AND SHALL where the context so admits mean and include any part thereof.

Words importing the singular number or plural number shall be deemed to include the plural and singular number respectively;

Words importing the masculine or neuter gender only shall include the masculine feminine and neuter genders;

"Real Property Act" means the Real Property Act 1900 and any amendments thereto or re-enactment thereof.

"Principal Sum" means the sum of money first mentioned on the first page of this mortgage or such part thereof which the Mortgagee may advance to the Mortgagor and further advances (if any).

"this mortgage" means the bill of mortgage granted by the Mortgagor to the Mortgagee over the land described in the first page of this mortgage.

"GST" means A New Tax System (Goods and Services) Tax 1999 (Cwlth) and incorporated legislation.

Form: 08X  
Release: 1.1  
www.lpi.nsw.gov.au

# WITHDRAWAL OF CAVEAT

New South Wales  
Real Property Act 1900



9958546G

**PRIVACY NOTE:** this information is legally required and will become part of the public record

(A) LAND

Torrens Title

1/29449, 3/30217, 1/503339, 2/503339, 6/709126, 7/709126

(B) REGISTERED  
DEALING

Number

Torrens Title

(C) LODGED BY

Delivery  
Box

Name, Address or DX and Telephone

BOX 302G  
Burkhart Legal

Tel: 9231 0122 Fax: 9262 1904

CODE

WX

Reference: Bron/P12 Auscorp builders P/L 030836

(D) CAVEATOR

Somsak P/L A.C.N. 100 105 904  
43 Glenwari Road  
Sadleir NSW

Postcode: 2168

(E) CAVEAT  
WITHDRAWN

9907920

(F)

The caveator withdraws the caveat referred to above so far as it affects the above land

DATE

Certified for the purposes of the Real Property Act  
1900 by the person whose signature appears below.

Signature:

Signatory's name:

Signatory's capacity:

Matthew Bransgrove  
Caveator's Solicitor



Form number: 05M  
Release: 2  
www.lpi.nsw.gov.au

# MORTGAGE

New South Wales  
Real Property Act 1900



9958547E

PRIVACY NOTE: this information is legally required and will become part of the public record

## STAMP DUTY

Office of State Revenue (N.S.W. TREASURY)

CLIENT No. 3144262

STAMP No. 1336

STAMP DUTY \$2141.00

SIGNATURE

TRANSACTION No. 1567556

DATE 25-8-03

ASSESSMENT DETAILS: PR \$550,000-

## (A) TORRENS TITLE

1/29449, 3/30217, 1/503339, 2/503339, 6/709126, 7/709126

## (B) LODGED BY

Delivery  
Box

Name, Address or DX and Telephone

BOX 302G

CODE

BRANSgroves MORTGAGE SOLICITORS  
DX 556 SYDNEY  
(02) 9221 9522

Tel: 9231 0122 Fax: 9262 1904

M

Reference (optional): MJB:MES:030444

Brn / P12 AusCorp bu lden 030236

## (C) MORTGAGOR

Austcorp Builders Pty Ltd 097 122 186 and Meldeep Pty Ltd 094 584 577

Mortgages to the Mortgagee all the Mortgagor's estate and interest in the above land, and covenants with the Mortgagee that the provisions set out in the annexure and memorandum specified below are incorporated in this Mortgage:

- (D) • annexure "A" hereto;
- (E) • memorandum No. 8925591M filed at Land and Property Information New South Wales

(F) Encumbrances (if applicable):

## (F) MORTGAGEE

Somsak Pty Limited A.C.N. 100 105 904

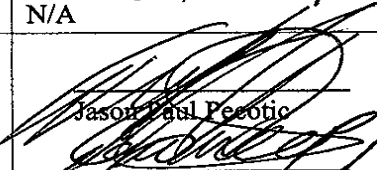
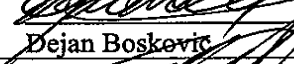
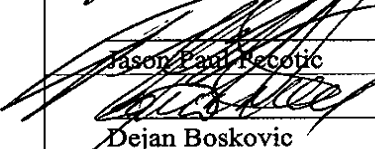
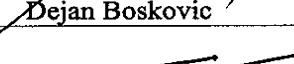

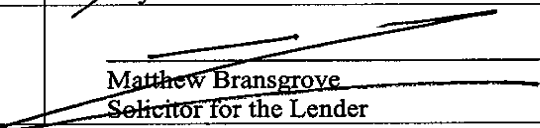
(G) TENANCY:

FOR CERTIFICATION, DATE AND EXECUTION SEE ANNEXURE "A"

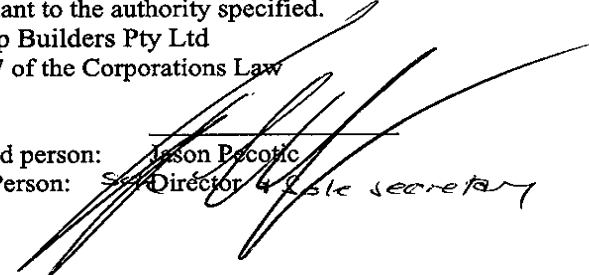
350  
3/9/03

ANNEXURE "A" HEREINBEFORE REFERRED TO

PAGE 1

DATE	15 August 2003
PRINCIPAL	\$550,000 (Five Hundred and Fifty Thousand Dollars)
TERM	12 months
LOWER RATE	18 % pa
HIGHER RATE	19 % pa
EXPIRY DATE	15 August 2004
INSTALMENTS DUE	Interest monthly via direct debit
FIRST INSTALMENT DUE	August 2004
BORROWER(S)	Austcorp Builders Pty Ltd 097 122 186 and Meldeep Pty Ltd 094 584 577
GUARANTOR(S) <i>LATE</i>	Jason Paul Pecotic, Dejan Boskovic and Vaso Ulic
DAMAGES FOR <del>EARLY</del> REPAYMENT	NIL
<del>DAMAGES FOR LATE REPAYMENT</del>	<del>\$8250</del> <i>N/A. \$8708</i>
COLLATERAL MORTGAGE FOLIO IDENTIFIER	N/A
Executed on behalf of the Borrower(s)	
Austcorp Builders Pty Ltd 097 122 186	 Jason Paul Pecotic
Meldeep Pty Ltd 094 584 577	 Dejan Boskovic
Executed by the Guarantor(s)	
	 Jason Paul Pecotic
	 Dejan Boskovic
	 Vaso Ulic
Executed on behalf of the Lender(s)	
	 Matthew Bransgrove Solicitor for the Lender

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.  
 Corporation: Austcorp Builders Pty Ltd  
 Authority: section 127 of the Corporations Law

Signature of authorised person:   
 Name of Authorised Person: *Director & sole secretary*  
 Office held:

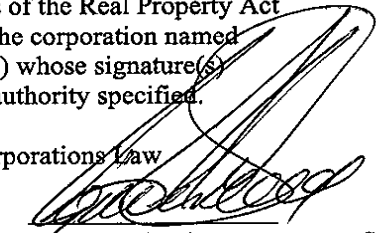
ANNEXURE "A" HEREINBEFORE REFFERED TO


PAGE 2

Certified correct for the purposes of the Real Property Act  
1900 and executed on behalf of the corporation named  
below by the authorised person(s) whose signature(s)  
appear(s) below pursuant to the authority specified.

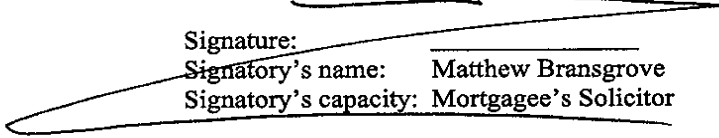
Corporation: Meldeep Pty Ltd

Authority: section 127 of the Corporations Law

Signature of authorised person:   
Name of Authorised Person: Dejan Boskovic  
Office held: Director

Signature of authorised person:   
Name of Authorised Person: Vaso Ulic  
Office held: Director

Certified for the purpose of the Real Property Act  
1900 by the person whose signature appears below

Signature:   
Signatory's name: Matthew Bransgrove  
Signatory's capacity: Mortgagee's Solicitor



Form: 01T  
Licence: 10V/0096/96  
Edition: 0011

# TRANSFER

New South Wales  
Real Property Act 1900



AA467704C

PRIVACY NOTE: this information is legally required and will

## STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY

20-02-2004

0001846047-001

SECTION 55(1)(B)

DUTY

\$ \*\*\*\*\*10.00

## (A) TORRENS TITLE

If appropriate, specify the part transferred FOLIO IDENTIFIERS

1/29449, 2/503339, 3/30217, 6/709126, 7/709126 & 1/503339

## (B) LODGED BY

Delivery  
Box

430W

Name, Address or DX and Telephone

Angus Bezz

Reference (optional): D

CODES

T

TW

(Sheriff)

## (C) TRANSFEROR

MELDEEP PTY LIMITED ACN 094 584 577

## (D) CONSIDERATION

The transferor acknowledges receipt of the consideration of \$ ..... and as regards

## (E) ESTATE

the land specified above transfers to the transferee an estate in fee simple.

## (F) SHARE

A ONE-SIXTH SHARE

## TRANSFERRED

## (G)

Encumbrances (if applicable): 1. .... 2. .... 3. ....

## (H) TRANSFEREE

AUSTCORP BUILDERS PTY LIMITED ACN 097 122 186

## (I)

TENANCY:

TC2.

## DATE

12 / 11 / 2003

dd mm yyyy

(J) I certify that the transferor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this transfer in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness: The Common Seal of Meldeep Pty Limited ACN 094 584 577 was

Name of witness: hereunto Affixed by the Authority of the Board in the presence

Address of witness: of:

Signature of transferor: ✓ Seal

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

I certify that the transferee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this transfer in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of witness:

Signature of transferee:

Name of witness:

Address of witness:

Executed by AUSTCORP BUILDERS PTY LTD ACN 097 122 186 pursuant to s127 of the Corporations Act

DAVID MCCOTIC  
Sole Director / Secretary

If signed on the transferee's behalf by a solicitor or licensed conveyancer, insert the signatory's full name and capacity below:

Form: UDM  
Licence: 01-08-078  
Licensee: Midware Systems  
LYONS & LYONS SOLICITORS

**MORTGAGE**  
New South Wales  
Real Property Act 1900



**AA737451C**

**PRIVACY NOTE:** this information is legally required and will become part of the public record

**STAMP DUTY**

Office of State Revenue use only  
11-06-2004 0002008920-001  
INITIAL  
AMOUNT \$ \*\*\*\*\*1,500,000.00  
DUTY \$ \*\*\*\*\*5,941.00

**(A) TORRENS TITLE**

Folio Identifier 1/DP29449, 1/DP503339, 2/DP503339, 6/DP709126, 7/DP709126 and 3/DP30217

**(B) LODGED BY**

Delivery Box <i>14</i>	Name, Address or DX and Telephone LYONS & LYONS SOLICITORS DX 12062 BONDI JUNCTION Tel: (02) 9387 7699 Reference (optional): JWL:VC: 11221	CODE <b>M</b>
---------------------------	---	------------------

**(C) MORTGAGOR**

**MELDEEP PTY LIMITED (A.C.N. 094 854 577) AND AUSTCORP BUILDERS PTY LIMITED (A.C.N. 097 122 186)**  
*584*

Mortgages to the mortgagee all the mortgagor's estate and interest in the above land, and covenants with the mortgagee that the provisions set out in annexure and/or memorandum specified below are incorporated in this mortgage:

**(D)**

- Annexure A and B hereto;
- Memorandum No. Q860000 filed at Land and Property Information New South Wales.

**(E)**

Encumbrances (if applicable):

**(F) MORTGAGEE**

**PINK INVESTMENTS PTY LIMITED (A.C.N. 006 305 791), STUDHOLME PTY LIMITED (A.C.N. 002 167 946) and BRESASTE PTY LIMITED (A.C.N. 001 911 280)**

**(G)**

**TENANCY: ☒ JOINT TENANTS**

**DATE**

*18.1.6.2004*

- (H)** Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: MELDEEP PTY LIMITED (A.C.N. 094 854 577) *584*  
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: *DEJAN BOSKOVIC*  
Office held: *Director*

Signature of authorised person:

Name of authorised person: *VASO UIC*  
Office held: *(Director)*

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: AUSTCORP BUILDERS PTY LIMITED (A.C.N. 097 122 186)  
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: *JASON PETOTIC*  
Office held: *SOLE Director*

Signature of authorised person:

Name of authorised person:  
Office held:

*35D for 3M on 17.6.04*


Parties: From PINK INVESTMENTS PTY LIMITED (A.C.N. 006 305 791), STUDHOLME PTY LIMITED (A.C.N. 002 167 946) and BRESASTE PTY LIMITED (A.C.N. 001 911 280) to MELDEEP PTY LIMITED (A.C.N. 094 854 577) AND AUSTCORP BUILDERS PTY LIMITED (A.C.N. 097 122 186)

Dated: ..... / ..... / .....

Certified correct for the purposes of the Real Property Act 1900  
and executed on behalf of the corporation named below by the  
authorised person(s) whose signature(s) appear(s) below  
pursuant to the authority specified.  
Corporation: PINK INVESTMENTS PTY LIMITED (A.C.N. 006  
305 791)  
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

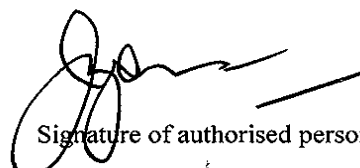
Name of authorised person:  
Office held:

  
Signature of authorised person: JAMES W LYONS  
Name of authorised person: SOLICITOR FOR  
Office held: THE MORTGAGEE

Certified correct for the purposes of the Real Property Act 1900  
and executed on behalf of the corporation named below by the  
authorised person(s) whose signature(s) appear(s) below  
pursuant to the authority specified.  
Corporation: STUDHOLME PTY LIMITED (A.C.N. 002 167  
946)  
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

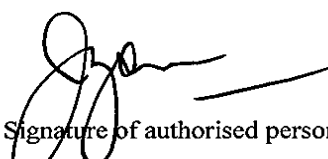
Name of authorised person:  
Office held:




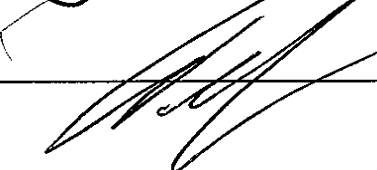
  
Signature of authorised person: JAMES W LYONS  
Name of authorised person: SOLICITOR FOR THE  
Office held: MORTGAGEE


Certified correct for the purposes of the Real Property Act 1900  
and executed on behalf of the corporation named below by the  
authorised person(s) whose signature(s) appear(s) below  
pursuant to the authority specified.  
Corporation: BRESASTE PTY LIMITED (A.C.N. 001 911 280)  
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:  
Office held:

  
Signature of authorised person: JAMES W LYONS  
Name of authorised person: SOLICITOR FOR  
Office held: THE MORTGAGEE

X   
X   
X   
X 

  
JAMES W LYONS  
SOLICITOR FOR THE  
MORTGAGEE



"B"

PINK INVESTMENTS PTY LIMITED (A.C.N. 006 305 791)  
STUDHOLME PTY LIMITED (A.C.N. 002 167 946)  
BRESASTE PTY LIMITED (A.C.N. 001 911 280)  
(Lender)

AND

MELDEEP PTY LIMITED (A.C.N. 094 <sup>584</sup>~~854~~ 577) *u.*  
AUSTCORP BUILDERS PTY LIMITED (A.C.N. 097 122 186)  
(Borrower)

AND

VASO ULIC  
DEJAN BOSKOVIC  
JASON PAUL PECOTIC  
GRAEME ANDREW STEWART  
S & P GROUP HOLDINGS PTY LIMITED (A.C.N. 089 169 693)  
AAA FINANCE SERVICES PTY LIMITED (A.C.N. 069 536 812)  
(Guarantor)

---

## LOAN FACILITY AGREEMENT

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Annexure "B" referred to in Mortgage dated 18.6.04 between Pink Investments Pty Limited A.C.N. 006 305 791 and Studholme Pty Limited (A.C.N. 002 167 946) and Bresaste Pty Limited (A.C.N. 001 911 280) (as Mortgagee) and Meldeep Pty Limited (A.C.N. 094 <sup>584</sup>~~854~~ 577) and Austcorp Builders Pty Limited (A.C.N. 097 122 186) (as Mortgagor)

### LYONS & LYONS SOLICITORS

Level 2, 35 Spring Street  
BONDI JUNCTION NSW 2022  
Telephone: 9387 7699  
Facsimile: 9389 5192

*[Signature]*  
JAMES W. LYONS  
SOLICITOR FOR  
THE MORTGAGEE

*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*

## FACILITY AGREEMENT

THIS AGREEMENT is made on 18<sup>th</sup> day of *June* 2004

### PARTIES:

1. PINK INVESTMENTS PTY LIMITED (A.C.N. 006 305 791) and  
STUDHOLME PTY LIMITED (A.C.N. 002 167 946) and  
BRESASTE PTY LIMITED (A.C.N. 001 911 280)  
  
("the Lender")
2. MELDEEP PTY LIMITED (A.C.N. 094 <sup>584</sup>~~854~~ 577) and *u*  
AUSTCORP BUILDERS PTY LIMITED (A.C.N. 097 122 186)  
  
("the Borrower")
3. VASO ULIC and  
DEJAN BOSKOVIC and  
JASON PAUL PECOTIC and  
GRAEME ANDREW STEWART and  
S & P GROUP HOLDINGS PTY LIMITED (A.C.N. 089 169 693) and  
AAA FINANCE SERVICES PTY LIMITED (A.C.N. 069 536 812)  
  
("the Guarantor")

### RECITALS

- A. The Borrowers and the Guarantors acknowledge that the veracity and the integrity of these Recitals is an integral and essential component upon which the Lender has relied, in agreeing to provide this Facility to the Borrower, and is an essential term of this Facility, entitling the Lender to immediately call in the Facility in the event of any breach or departure of the Borrowers' covenants, warranties and undertakings pursuant to this Agreement.
- B. The Borrower is the registered proprietor of 400 Cabramatta Road Cabramatta being the land comprised in Lot 1 in DP29449; 402 Cabramatta Road Cabramatta being the land comprised in Lot 1 in DP503339; Part 404 Cabramatta Road Cabramatta being the land comprised in Lot 2 in DP503339; Part 404 Cabramatta Road Cabramatta being the land comprised in Lot 6 in DP709126; 200 Orange Grove Road (Cumberland Hwy) Cabramatta being the land comprised in Lot 7 in DP709126; and 6 Links Avenue Cabramatta being the land comprised in Lot 3 in DP30217 ("the property").

- C. The Borrower intends to carry out a residential development particularised in the Valuation of Landsburys dated 17 March 2004 ("the Cabramatta Development")
- D. Shakespeare Haney Securities Limited holds a first registered mortgage over the property securing an amount of Four Million and Sixty Thousand Dollars (\$4,060,000) ("the First Mortgagee"), in respect of which the Borrower warrants there are no outstanding liabilities, arrears of interest or breaches in relation to such mortgage.
- E. Somsak Pty Limited holds a second registered mortgage over the property securing an amount of Five Hundred Thousand Dollars (\$500,000) ("the Second Mortgagee"), in respect of which the Borrower warrants there are no outstanding liabilities, arrears of interest or breaches in relation to such mortgage.
- F. At the request of the Borrower the Lender has agreed to provide working capital in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) to fund major earth works construction and related expenses in relation to the Cabramatta Development ("the Principal Sum") specifically for the following purposes:
  - (i) The road and earth works construction costs agreed and fixed at \$1.25Million (inclusive of G.S.T.);
  - (ii) Miscellaneous Council fees and charges;
  - (iii) Cost of obtaining Certification Certificate from Council to enable building construction to commence; and
  - (iv) Costs to complete requirements for 100% construction funding to proceed
- G. The Principal Sum is to be progressively advanced by the Lender as a draw down facility in accordance with the terms set out in this Agreement.
- H. Interest on the Principal Sum is to be paid in accordance with the terms set out in Clause 4 herein and calculated at the rate specified in Item 5 in the Schedule.
- I. The parties agree that in addition to the interest payable to the Lender pursuant to Recital H, a further amount shall be payable to the Lender at the time of repayment of the Principal Sum, being the greater of:
  - (i) Five Hundred Thousand Dollars (\$500,000); or
  - (ii) 15% of the net profit of the Cabramatta Development;("the Procurement Fee")
- J. Following completion of the road and earth works construction and the issue of a certification certificate from Council to enable the building work to commence, a facility between Thirteen Million Dollars (\$13,000,000) and Fourteen Million Dollar (\$14,000,000) will be procured by the Borrower for the following purposes:
  - (i) To discharge the Second Mortgage (no later than 1 October 2004);

- (ii) To fund all further costs to complete the Cabramatta Development, including all construction building costs, holding costs and ancillary fees.

**IT IS AGREED** by and between the parties in consideration of the Lender agreeing to provide financial accommodation at the request of the Borrower:

1. **INTERPRETATION**

In this Agreement unless the context otherwise requires:

reference to a person includes any other entity recognised by law and vice versa;

words importing the singular number include the plural number and vice versa;

any reference to any of the parties by their defined terms includes the party's executors, administrators or permitted assigns, or being a company, its successors or permitted assigns;

words importing one gender include every gender;

every agreement or undertaking expressed or implied by which more than one person agrees or undertakes any obligation or derives any benefit binds or ensures for the benefit of such persons jointly and each of them severally;

Clause headings are for reference purposes only;

reference to an Item is a reference to an Item in the Schedule to this Agreement;

when a thing is required to be done or moneys are required to be paid pursuant to this Agreement on a day which is not a Business Day, such thing must be done and such moneys must be paid on the immediately preceding Business Day.

2. **DEFINITIONS**

For the purposes of this Agreement:

**"Business Day"** means any day on which banks and the Lender are open for ordinary business in Sydney;

**"Cabramatta Development"** means the proposed subdivision of the property by the Borrower and the subsequent construction as particularised in the Valuation of Landsbury dated 17 March 2004;

**"Construction Finance"** means the facility to be provided to the Borrower in the as described in Clause 6;

**"Council"** means Fairfield Council;



**"Debt"** means the sum from time to time of the Principal Sum outstanding together with interest thereon (if any) calculated in accordance with Item 5 in the Schedule and the Procurement Fee and all other moneys payable (actually or contingently) by the Borrower to the Lender hereunder and where the context admits each component part;

**"Event of Default"** means any of the events of default described as such in this Agreement;

**"Facility"** means the facility made available to the Borrower under this Agreement;

**"Guarantee"** means each guarantee given by the Guarantor(s) (if any);

**"Lender"** means the Mortgagee, Pink Investments Pty Limited (A.C.N. 006 305 791) and Studholme Pty Limited (A.C.N. 002 167 946) and Bresaste Pty Limited (A.C.N. 001 911 280) collectively;

**"Lender's Mortgage"** means the Mortgage over the Property/Land pursuant to this Facility Agreement in favour of the Lender;

**"Borrower"** means the Mortgagor, Meldeep Pty Limited (A.C.N. 094 <sup>584</sup>~~854~~ 577) and Austcorp Builders Pty Limited (A.C.N. 097 122 186) jointly and severally;

**"Guarantor"** means the person(s) (if any) named in Item 1 in the Schedule and includes any other person who has guaranteed now or at any time in the future guarantees to the Lender the performance of this Agreement;

**"Net Profit"** means the profit made by the Borrower in respect of the Cabramatta Development as agreed between the parties in accordance with the terms set out in Clause 13 herein;

**"Occupation Certificate"** means a certificate issued by an authorised certifying authority or the Council under the Environmental Planning and Assessment Act 1979 Sections 109C (1) (c) and 109H in respect of the Cabramatta Development.

**"Principal Sum/Facility"** means the amount advanced by the Lender to the Borrower specified in Item 2 in the Schedule;

**"Project Manager"** means the person engaged by the Borrower to manage and coordinate the Cabramatta Development;

**"Procurement Fee"** means the amount payable by the Borrower to the Lender in accordance with Clause 15;

**"Property/Land"** means the following properties:

400 Cabramatta Road Cabramatta being the land comprised in Lot 1 in DP29449;  
402 Cabramatta Road Cabramatta being the land comprised in Lot 1 in DP503339;  
Part 404 Cabramatta Road Cabramatta being the land comprised in Lot 2 in DP503339; Part 404 Cabramatta Road Cabramatta being the land comprised in Lot 6 in DP709126; 200 Orange Grove Road (Cumberland Hwy) Cabramatta being the land comprised in Lot 7 in DP709126; and 6 Links Avenue Cabramatta being the land

comprised in Lot 3 in DP30217; and any subsequent consolidation or subdivision of such land;

"**Security**" means the security specified in Item 6 in the Schedule and includes any part thereof;

"**Term of the Loan**" means the period of time between the date of this Agreement and the date specified in Item 3 in the Schedule.

### 3. **FACILITY**

- (a) At the request of the Borrower the Lender has agreed to provide working capital in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) by way of a loan facility to be gradually drawn down over a period of 90 days, subject to the terms set out in Clause 4 herein.
- (b) The purposes for which any advance under this Facility may be used is clearly specified in Recital F. It is an essential term of this Agreement that any partial advance of the Principal Sum is not to be used for any other purpose other than the purposes specified in Recital F.

### 4. **CONDITIONS OF ADVANCE**

Any advance of the Principal Sum is conditional upon the following:

- (a) The Borrower is to procure the necessary consent of its first and second mortgagees for registration of a mortgage securing the sum of One Million Five Hundred Thousand Dollars (\$1,500,000) in favour of the Lender;
- (b) That the Lender's Mortgage is registered before any partial drawn down of the Principal Sum.
- (c) On or before 1 October 2004 the Borrower is to secure sufficient finance to pay out the second mortgagee and to fund all further construction costs, including holding costs and all other related fees required up to the date of completion of the Cabramatta Development ("Construction Finance"), the conditions of which must comply with the terms set out in Clause 6 herein.
- (d) The Valuation by Landsburys dated 17 March 2004 in respect of the Property/Land is to be assigned to the Lender.
- (e) Evidence of payment of the second mortgage by the Borrowers is to be provided to the Lender on request.
- (f) Each partial draw down of the Facility is to be supported by evidence of the amount(s) required in the form of Tax Invoices and written certification from the Project Manager certifying that the work for each preceding stage has been completed.

5. **REGISTRATION AND RANKING OF THE LENDER'S MORTGAGE**

- (a) The Borrower acknowledges that the Lenders' Mortgage will be registered with Land & Property Information New South Wales on the titles relating to the Property/Land.
- (b) The Borrower shall ensure that the discharge of the second mortgage is registered within 5 days of drawing down the Construction Finance.

6. **CONSTRUCTION FINANCE**

On or before 1 October 2004 the Borrower shall procure sufficient funds to discharge the Second Mortgage and to fund all further costs to complete the Cabramatta Development, including all construction building costs, holding costs and ancillary fees ("Constructions Finance").

Any term or terms of the Construction Finance that may detrimentally affect the Lenders' security or unfavourably impact on the Lender's Mortgage will be a breach of the Borrowers' covenants, warranties and undertakings pursuant to this Agreement and the Borrower will be in Default whereupon the Lender will be immediately entitled to exercise its rights pursuant to Clause 10.

7. **REPAYMENT OF THE DEBT AND PAYMENT OF INTEREST**

- (a) The Borrower will repay to the Lender the Debt on or before the date specified in Item 3 in the Schedule or by such further date as the Lender may allow.
- (b) In the event that the Lender agrees to extend the Term of the Loan ("the Extension Period"), the Borrower may repay the debt at any time prior to the due date of the extended term and the interest applicable during an extended Term of the Loan shall be at the rate specified in Item 4 in the Schedule.
- (c) In the event that the Borrower repays the Debt or part of it prior to the date specified in Item 3 in the Schedule the interest payable on the Principal Sum/Facility shall be calculated on *a pro rata basis*.
- (d) Interest shall be calculated at the rate specified in Item 5 in the Schedule and is payable to the Lender on completion of the Cabramatta Development.

8. **SECURITY**

The Borrower acknowledges that the Lender holds the Security and that the Security is charged with payment of the Debt.

9. **EVENTS OF DEFAULT**

If:

- (a) there is default (other than by the Lender) in the performance of any term agreement or condition contained in or implied by this Agreement, the Security, the Guarantee or any other collateral document or security;
- (b) any distress or execution is levied or enforced against any of the assets or property of the Borrower;
- (c) the Borrower enters into any arrangement or composition with his creditors;

an Event of Default at the option of the Lender will have occurred. The Borrower must promptly inform the Lender in writing upon the happening of any of the events described in this Clause.

10. **RIGHTS UPON DEFAULT**

10.1 Notwithstanding any other provision of this Agreement, at any time after an Event of Default in the manner and at the times the Lender in its absolute discretion deems appropriate but without any obligation to do so and notwithstanding any omission neglect delay or waiver of the right to exercise such option and without liability for loss the Lender may do any or all of the following:

- (a) cancel the Facility;
- (b) demand and require immediate payment of the Debt and recover same from the Borrower and/or the Guarantor;
- (c) exercise any powers rights or privileges conferred by law or equity this Agreement the Security the Guarantee and/or any other collateral document or security;
- (d) perform any one or more of the Borrower's obligations under this Agreement the Security or any collateral security;

and any restriction requirement for notice or effluxion of time stipulated or required by any statute is hereby negated in so far as is lawful. The Lender need not give notice to the Borrower before exercising a right power or remedy under this Agreement unless notice is required by a statutory provision which cannot be excluded. Where such a statutory provision stipulates that notice must be given then:

- (A) if no period of notice is prescribed fourteen days is fixed as the period during which:
  - (i) default must continue before a notice is given or demand is made requiring payment of the Debt or the observance or performance of obligations under this Agreement; and



- (ii) the notice or demand referred to in sub-Clause (i) must remain not complied with before the Lender's rights powers or remedies may be exercised; and

(B) if a period of notice is prescribed that period of notice will apply.

- 10.2 The Debt may be recovered by the Lender exercising its right under this Agreement the Security or any collateral security or any of them without prejudice to and without reference to the Lender's rights under any other document.
- 10.3 Interest on the unpaid Debt shall accrue at the rate of 10% per annum until such time as the principal sum and interest is repaid.

## 11. ADMINISTRATIVE PROVISIONS

### 11.1 **Costs and Expenses**

The Borrower upon demand by the Lender must pay all reasonable costs (including legal costs as between solicitor and client) expenses and other amounts incurred or paid by the Lender in respect of this Agreement and the Security and the Guarantee (including

those arising in consequence or on account of any Event of Default or the exercise of any of the Lender's rights or powers or for the preservation of or in any manner with reference to this Agreement the Security and/or the Guarantee including the reasonable costs of the Lender and the Lender's officers) and any stamp duty loan duty or other duty including duties and taxes on receipts or payments and any fines or penalties arising directly or indirectly in respect of this Agreement the Security and the Guarantee or any transaction contemplated thereby. Anything which the Borrower is required to do or the Lender is required or permitted to do under this Agreement will be done at the Borrower's expense.

### 11.2 **Costs payable when Facility is advanced**

The Legal fees properly payable to Lyons & Lyons Solicitors are to be paid by the Borrower on the date of this Agreement.

### 11.3 **Notices**

- (a) Any demand or notice to the Borrower will be effectively signed on behalf of the Lender if it is executed by the Lender or any of its officers its solicitor or its attorney.
- (b) Any notice or statement to be given or demands to be made under this Agreement may be duly given or made by the Lender in writing and:
  - (i) sent through the post in a prepaid envelope or wrapper to the address specified for the parties in this Agreement in which case service will be deemed to be effected two (2) Business Days after the date of posting; or

- (ii) delivered to or left at the address specified for the parties in this Agreement; or
- (iii) sent by facsimile in which case service will be deemed to be effected upon conclusion of transmission.

#### 11.4 Waiver

No failure on the part of the Lender to exercise and no delay in exercising and no course of dealing with respect of any right power or privilege hereunder will operate as a waiver thereof. No waiver of any right power or privilege hereunder will be

effective unless made in writing. The rights and remedies herein provided are cumulative to and not exclusive of any rights or remedies provided by law.

#### 11.5 Governing Law

This Agreement will be governed by and construed in accordance with the law for the time being in force in the place specified in Item 7 and the borrower agrees to submit to the non-exclusive jurisdiction of the Courts thereof.

#### 11.6 Payments

All moneys payable by the Borrower under this Agreement must be paid in cleared funds without set-off or counter-claim and free of all deductions as and where the Lender may from time to time direct. Payments will be credited to the Borrower only when actually received by the Lender. The Lender will have an absolute discretion (without the need to communicate its election to anyone) to apply at any time any payment received by it in reduction of such part of the Debt as it elects. Any surplus moneys received by the Lender will not carry interest and may be paid by the Lender to the credit of an account in the name of the Borrower in any bank the Lender thinks fit and thereafter the Lender will be under no liability in respect of the same.

#### 11.7 Damages

The Borrower fully indemnifies the Lender from and against any expense, loss, loss of profit, damage or liability which the Lender may incur as a consequence of the occurrence of any Event of Default.

#### 11.8 Consent

Any authority consent or other thing to be given made or exercised by the Lender under this Agreement may be done given or made in the manner and at the times determined by the Lender and may be withheld in like fashion.

#### 11.9 Severability

If any term agreement or condition of this Agreement or the application thereof to any person or any circumstance is or becomes illegal invalid or unenforceable in any

jurisdiction the same will be severed and neither the remaining terms agreements and conditions nor the validity or enforceability of such provision in any other jurisdiction will be affected.

#### 11.10 No Representations to Borrower

It is agreed that the Borrower does not execute this Agreement as a result of or by any reason of any promise representation statement or information of any kind whatsoever given or offered by or on behalf of the Lender whether in answer to any enquiry by or on behalf of the Borrower or not.

#### 11.11 Statutes

To the fullest extent to which it may from time to time be lawful so to do the provisions of all statutes whether now existing or hereafter come into force and operating directly or indirectly to lessen or otherwise modify or vary or affect in favour of the Borrower the obligations of the Borrower or to stay postpone or otherwise prevent or prejudicially affect the exercise by the Lender of all or any of the rights powers and remedies conferred on it by this Agreement will be the same are hereby expressly negated and excluded from this Agreement.

#### 11.12 Guarantee

The Guarantor specified in Item 1 in the Schedule HEREBY GUARANTEE to the Lender due and punctual performance by the Borrower of the obligations on its part to be performed under this Loan Facility Agreement and IT IS HEREBY AGREED AND DECLARED that:

- (a) this guarantee shall be a continuing guarantee (it being the intent of the Lender and the Guarantor that the guarantee and the obligations of the Guarantor hereunder shall be absolute and unconditional in any and all circumstances) and shall be irrevocable and shall remain in full force and effect until the obligations of the Borrower under this Loan Facility Agreement shall have been fully satisfied;
- (b) this guarantee is in addition to and not in substitution for any other rights which the Lender may have under or by virtue of this Loan Facility Agreement and may be enforced against the Guarantor without having first recourse to any such rights and without taking any steps or proceedings against the Borrower;
- (e) the Guarantor WARRANTS that he has full power and authority to enter into this Loan Facility Agreement and that his obligations hereunder are in no way diminished fettered or controlled by the provisions of any Agreement including but in no way limiting the generality of the foregoing the provisions of any debenture trust Agreement relating to securities issued or given by the Guarantor.

## 12. CONSUMER CREDIT CODE

The Borrower and the Guarantor(s) warrant that the provisions of the Consumer Credit Code do not apply to this Loan Facility and that the Facility being advanced is to be used for business purposes.

## 13. NET PROFITT

- 13.1 Upon completion of the Cabramatta Development and after providing for and paying all costs of the Cabramatta Development incurred for any and all costs and charges ordinarily and usually charged as costs in completion of such a project (including payment of any and all claims not secured by insurance or providing proper reserves for any such claims which shall have either been brought against the Borrower or the bringing of which against the Borrower may be reasonably anticipated and after providing reserves for any contingency that shall be determined by the Borrower with the agreement of the Lender to be necessary including but not limited to provision for performance of maintenance work and rectification of minor omissions and defects during the course of any defects liability period) the surplus revenue realised after all such costs and expenses have been calculated shall be the net profit for the purpose of this Agreement.
- 13.2 In the event of a dispute arise in relation to the Net Profit and/or the Procurement Fee the following provisions shall apply:
- (a) The Borrower must pay to the Lender:
    - (i) The Principal Sum;
    - (ii) The amount of Five Hundred Thousand Dollars (\$500,000); and
    - (iii) Interest on the Principal Sum pursuant to Clause 7
  - (b) The amount of the Procurement Fee in dispute ("the Disputed Sum") is to be paid by the Borrower into the Trust Account of Lyons & Lyons Solicitors pending resolution of the dispute pursuant to Clause 17. Lyons & Lyons Solicitors shall act as stakeholders of the Disputed Sum which shall be placed in an interest bearing account with a Building Society or Bank. Such deposit shall be made in the joint names of the Borrower and the Lender.
  - (c) The interest which accrues on the said Disputed Sum shall be dealt with as follows.-
    - (i) if the said Disputed Sum is forfeited to the Lender, all such interest shall be paid to the Lender;
    - (ii) if the Disputed Sum is refunded to the Borrower, all such interest shall be paid to the Borrower; or
    - (iii) If the Disputed Sum is apportioned in equal or in unequal shares to both the Lender and the Borrower, the interest shall be paid to both parties in accordance with the apportionment of the Disputed Sum.



**14. BOOKS OF ACCOUNT AND AUDIT**

- 14.1 The Borrower shall ensure that proper books of account of the Cabramatta Project shall be kept and may be examined by the Lender at any time. The Lender shall be at liberty to make such extracts therefrom as it may think fit by itself or its agents.
- 14.2 The Borrower shall each month report on the financial conditions and the progress of the Cabramatta Development.
- 14.3 An audit of the accounts of the Cabramatta Development shall be conducted not less than annually by auditors to be appointed jointly by the Lender and the Borrower.

**15. PROCURATION FEE**

In consideration of the Lender agreeing to provide the Facility to the Borrower, in addition to the interest payable to the Lender pursuant to Clause 4 a Procuration Fee is payable to the Lender at the same time as repayment of the Principal Sum and such fee is to be the greater of:

- a. Five Hundred Thousand Dollars (\$500,000); or
- b. 15% of the net profit of the Cabramatta Development

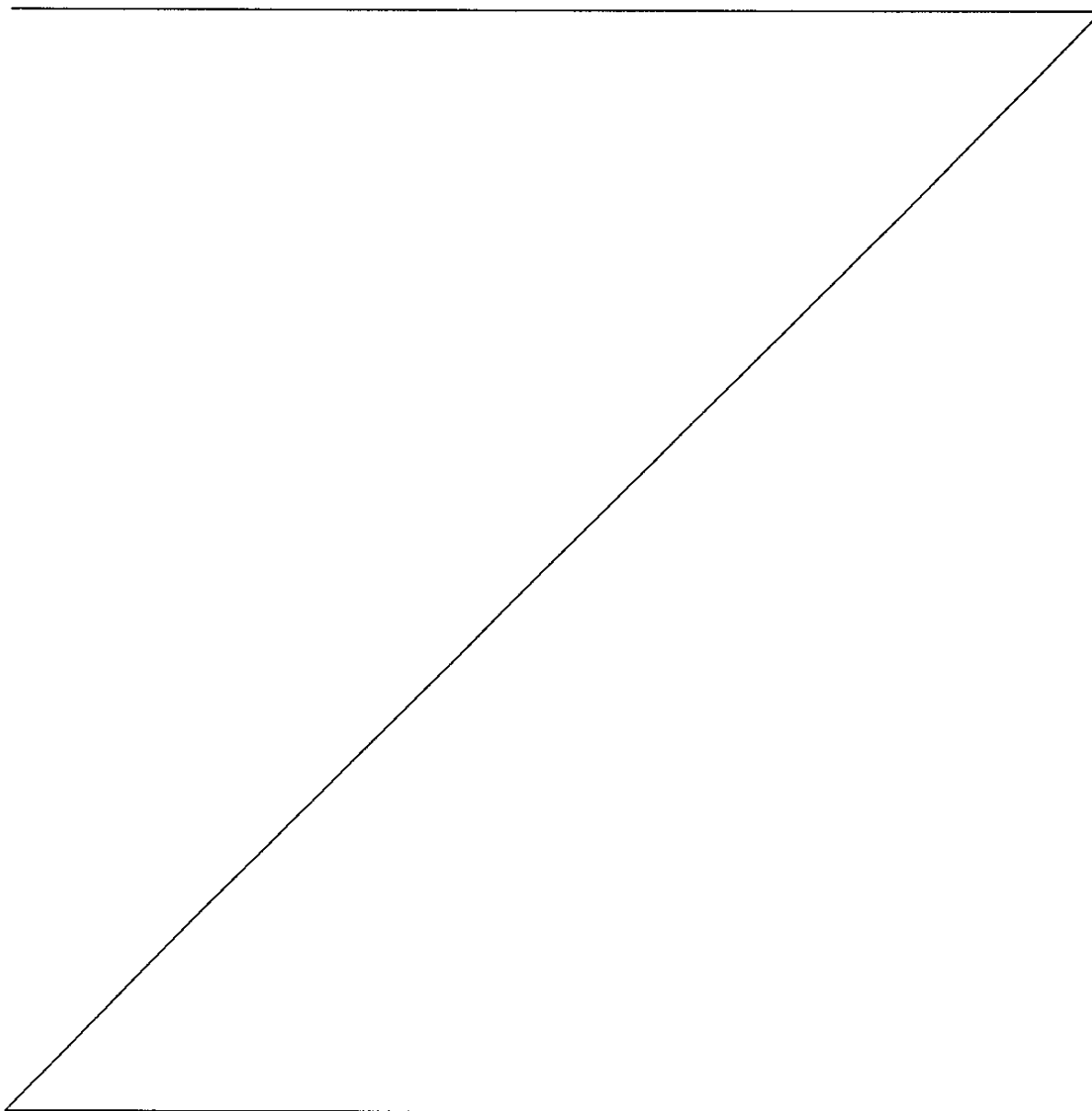
**16. RESTRICTIONS**

The Borrower shall not lease, sell, assign or in any other way transfer, mortgage, deal with or in any way encumber its interests in the Cabramatta Development or the Property or any part thereof without first obtaining the written consent of the Lender.

**17. DISPUTE RESOLUTION**

- 17.1 If a dispute arises out of or relates to this agreement, or the breach, termination, validity or subject matter thereof, or as to any claim in tort, in equity or pursuant to any domestic or international statute or law, the parties to the agreement and to the dispute expressly agree to endeavour in good faith to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC) before having recourse to expert determination.
- 17.2 A party claiming that a dispute has arisen, must give written notice to the other parties to the dispute specifying the nature of the dispute.
- 17.3 On receipt of the notice specified in Clause 17.2, the parties to the dispute must within 7 days of receipt of the notice seek to resolve the dispute.
- 17.4 If the dispute is not resolved within 7 days or within further period as the parties agree then the dispute is to be referred to ACDC.

- 17.5 The mediation is to be conducted in accordance with ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and which terms are deemed incorporated.
- 17.6 In the event that the dispute has not settled within 28 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the dispute is to be submitted to expert determination (administered by ACDC) conducted in accordance with ACDC Expert Determination Guidelines which set out the procedures to be adopted, the process of selection of the expert and the costs involved and which terms are deemed incorporated.
- 17.7 The parties agree to accept the determination of the expert as final and binding. The expert is not to be the same person as the mediator.



## SCHEDULE

### ITEM 1

**Guarantor:**

Vaso Ulic  
Dejan Boskovic  
Jason Paul Pecotic  
Graeme Andrew Stewart  
S & P Group Holdings Pty Limited (A.C.N. 089 169 693)  
AAA Finance Services Pty Limited (A.C.N. 069 536 812)

### ITEM 2

**Principal Sum/Facility:**

One Million Five Hundred Thousand Dollars  
(\$1,500,000)

### ITEM 3

**Date for Repayment of  
Principal Sum/Facility:**

42 days from the date of the Occupation  
Certificate.

### ITEM 4

**Higher Rate of interest on**

**default or Extension of the Loan:** 25% per annum on the unpaid Principal Sum/Facility

### ITEM 5

**Lower Rate of interest:**

15% per annum on the unpaid Principal Sum/Facility

### ITEM 6

1. **Security:**

Registered mortgage from Meldeep Pty Limited  
(A.C.N. 094 834 577 and Austcorp Builders Pty  
Limited (A.C.N. 097 122 186) in favour of the Lender  
over of the following property:  
400 Cabramatta Road Cabramatta being the land  
comprised in Lot 1 in DP29449;  
402 Cabramatta Road Cabramatta being the land  
comprised in Lot 1 in DP503339;  
Part 404 Cabramatta Road Cabramatta being the land  
comprised in Lot 2 in DP503339;  
Part 404 Cabramatta Road Cabramatta being the land  
comprised in Lot 6 in DP709126;  
200 Orange Grove Road (Cumberland Hwy)  
Cabramatta being the land comprised in Lot 7 in  
DP709126; and  
6 Links Avenue Cabramatta being the land comprised in  
Lot 3 in DP30217.

**EXECUTED by PINK INVESTMENTS  
PTY LIMITED (A.C.N. 006 305 791)** in  
accordance with the Corporations Act  
2001 by being signed by the following  
officers:

\_\_\_\_\_  
**CHRISTOPHER KELLEWAY**  
Director/Secretary

\_\_\_\_\_  
**ERVIN ZURELL**  
Director

**EXECUTED by STUDHOLME  
PTY LIMITED (A.C.N. 002 167 946)**  
in accordance with the Corporations Act  
2001 by being signed by the following  
officers:

\_\_\_\_\_  
**MITCHELL FOX**  
Secretary

\_\_\_\_\_  
**DENIS JAMES**  
Director

**EXECUTED by BRESASTE PTY  
LIMITED (A.C.N. 001 911 280)** in  
accordance with the Corporations Act  
2001 by being signed by the following  
officers:

\_\_\_\_\_  
**DENIS JAMES**  
Secretary

\_\_\_\_\_  
**MITCHELL FOX**  
Director



Unlimited Guarantee by Vaso Ulic and Dejan Boskovic  
and Jason Paul Pecotic and Graeme Andrew Stewart and  
S & P Group Holdings Pty Limited (A.C.N. 089 169 693)  
and AAA Finance Services Pty Limited (A.C.N. 069 536  
812).

A Fixed and Floating Charge over the assets and <sup>584 A-TV</sup>  
undertakings of Meldeep Pty Limited (A.C.N. 094 ~~854~~  
577) in favour of the Lender; and

A Fixed and Floating Charge over the assets and  
undertakings of Austcorp Builders Pty Limited (A.C.N.  
097 122 186) in favour of the Lender.

**ITEM 7**

**Governing Law:** State of New South Wales

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals on the  
day year first hereinbefore mentioned.

**EXECUTED by MELDEEP PTY  
LIMITED (A.C.N. 094 <sup>584</sup>854 577)** in  
accordance with the Corporations Act  
2001 by being signed by the following  
officers:

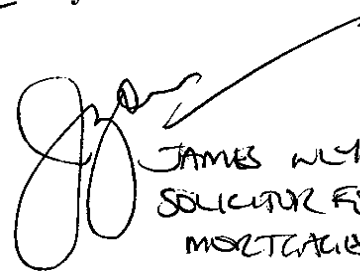
  
**DEJAN BOSKOVIC**  
Director



  
**VASO ULIC**  
Director

**EXECUTED by AUSTCORP  
BUILDERS PTY LIMITED  
(A.C.N. 097 122 186)** in accordance  
with the Corporations Act 2001 by  
being signed by the following officers:

  
**JASON PAUL PECOTIC**  
Sole Director/Secretary

  
**JAMES WILSON**  
SOLICITOR FOR THE  
MORTGAGEE

19 OF 19

Form: 05DM  
Release: 3  
www.lpi.nsw.gov.au

# DISCHARGE OF MORTGAGE



New South Wales  
Real Property Act 1900

## AB718624E

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) LAND	Torrens Title 1/29449, 1/503339, 2/503339, 3/30217, 6/709126, 7/709126		
(B) REGISTERED DEALING	Number		Torrens Title
(C) LODGED BY	Delivery Box <b>898S</b>	Name, Address or DX and Telephone <b>LLPN: 123648F</b> Reference: <u>SXM 9020062</u> <b>CORRS CHAMBERS WESTGARTH</b> 1 HARRIS PLACE SYDNEY NSW 2000 Tel (02) 9210 6500	CODE <b>DM</b>
(D) MORTGAGE DISCHARGED	9625809		
(E) MORTGAGEE	SHAKESPEARE HANEY SECURITIES LIMITED A.C.N. 087 435 783		
(F) MORTGAGOR	MELDEEP PTY LTD & AUSTCORP BUILDERS PTY LTD ACN 094 584 577 ACN 097 122 186		

(G) The mortgagee discharges the above mortgage so far as it affects the above land and registered dealing

DATE 2/8/2005

(H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness: JESSICA DYSON  
Address of witness: 11/50 CAVILL AVENUE  
SURFERS PARADISE Q 4217

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: DAVID JOHN WILLIAMS  
Signing on behalf of: SHAKESPEARE HANEY SECURITIES LTD  
Power of attorney-Book: 4255  
-No.: 157

Form: 05DM  
Licence: 01-08-077  
Licensee: Midware Systems  
Lyons & Lyons

# DISCHARGE OF MORTGAGE

New South Wales  
Real Property Act 1900



**AB718626A**

**PRIVACY NOTE:** this information is legally required and will become part of the public record

(A) LAND

Torrens Title

1/DP29449, 1/DP503339, 2/DP503339, 6/DP709126, 7/DP709126 and 3/DP30217

(B) REGISTERED  
DEALING

Number

Torrens Title

(C) LODGED BY

Delivery  
Box

Name, Address or DX and Telephone

**CORRS CHAMBERS WESTGARTH**

CODE

**898S**

**LLPN: 123648F**

1 FARRER PLACE  
SYDNEY NSW 2000  
Tel (02) 9210 6500

**DM**

Reference (optional): *SXM 9020062*

(D) MORTGAGE  
DISCHARGED

**AA737451**

(E) MORTGAGEE

**PINK INVESTMENTS PTY LIMITED (A.C.N.006 305 791), STUDHOLME PTY LIMITED (A.C.N. 002 167 946) AND BRESASTE PTY LIMITED (A.C.N. 001 911 280)**

(F) MORTGAGOR

Leave blank in the case of a total discharge of the mortgage; otherwise see Instructions for Completion

(G) The mortgagee discharges the above mortgage so far as it affects the land.

DATE

*02 / 08 / 2005*

(H) Certified correct for the purposes of the Real Property Act 1900  
and executed on behalf of the corporation named below by the  
authorised person(s) whose signature(s) appear(s) below  
pursuant to the authority specified.

Corporation: **PINK INVESTMENTS PTY LIMITED (A.C.N.006 305 791)**

Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: *CHRIS KELBAY*

Office held:

*[Signature]*  
**DIRECTOR**

Signature of authorised person:

Name of authorised person: *ERVIN ZUREL*

Office held:

*[Signature]*  
**DIRECTOR**

*[Signature]*

Annexure A to DISCHARGE OF MORTGAGE

Parties: PINK INVESTMENTS PTY LIMITED (A.C.N.006 305 791), STUDHOLME PTY LIMITED (A.C.N. 002 167 946) and BRESASTE PTY LIMITED (A.C.N. 001 911 280)

Dated: 2 / 8 / 2005

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.  
Corporation: STUDHOLME PTY LIMITED (A.C.N. 002 167 946)  
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person: 

Name of authorised person: MATTHEW FOX  
Office held: SECRETARY

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.  
Corporation: BRESASTE PTY LIMITED (A.C.N. 001 911 280)  
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:


Name of authorised person: DENIS M. JAMES  
Office held:


  
SECRETARY

 DIRECTOR.

Signature of authorised person:

Name of authorised person: DENIS M. JAMES  
Office held:

 DIRECTOR

Signature of authorised person: 

Name of authorised person: MATTHEW FOX  
Office held: DIRECTOR



Form: 01T  
Release: 2.1  
www.lpi.nsw.gov.au



New South Wales  
Real Property Act 1900



AB718628V

PRIVACY NOTE: this information is legally required and will become part of the public record

STAMP DUTY

Office of State Revenue use only NSW Treasury SY13 VENDOR DUTY ENDORSED ID: 2851114-003	NEW SOUTH WALES DUTY 02-08-2005 0002851114-001 SECTION 18(2) DUTY \$ *****2.00
--	---

(A) TORRENS TITLE

F.I. 6/709126, 7/709126, 1/503339, 2/503339, 1/29449

(B) LODGED BY

Delivery Box 8985 CORR	Name, Address or DX and Telephone <del>LLPN: 123092B</del> LLPN: Hunt & Hunt 123648F BX 214 Sydney Reference: GFB: 9158387 SKM 9020062	CORR CHAMBERS WESTGARTH 1 FARRER PLACE SYDNEY NSW 2000 Tel (02) 9210 6500	CODES T TW (Sheriff)
---------------------------------	--	--	-------------------------------

(C) TRANSFEROR

Meldeep Pty Limited ACN 094 584 577  
Austcorp Builders Pty Limited (Administrator appointed) ACN 097 122 186

(D) The transferor acknowledges receipt of the consideration of \$ ~~4,263,620.00~~ \$4338057.00 and as regards  
(E) the land specified above transfers to the transferee an estate in fee simple

(F) SHARE TRANSFERRED

(G) Encumbrances (if applicable):

(H) TRANSFEE

Gas Motors Pty Limited ACN 103 458 733

(I)

LEASANCY:

(J) DATE 2/8/2005

Certified correct for the purposes of the Real Property Act 1900  
and executed on behalf of the corporation named below by the  
authorised person(s) whose signature(s) appear(s) below  
pursuant to the authority specified.

Corporation:  
Authority:

SEE ANEXURE 'A'

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

Certified for the purposes of the Real Property Act  
1900 by the person whose signature appears below.

Signature:

Signatory's name:  
Signatory's capacity:

Garry Francis S Boyce  
transferee's solicitor

Annexure 'A' to TRANSFER

Parties:

Meldeep Pty Limited & Austcorp Builders Pty Limited (Administrator appointed) sale  
to Gas Motors Pty Limited


Dated: 2/8/2005

Certified correct for the purposes of the Real Property Act 1900  
and executed on behalf of corporation named below by the  
authorised person(s) whose signature(s) appear(s) below  
pursuant to the authority specified.

Corporation: Meldeep Pty Limited ACN 094 584 577

Authority: Section 127 of the Corporation Act 2001

X

Signature of Authorised person: 

Name of Authorised person: DEJAN BOSKOVIC

Office held: Director

X 

Signature of Authorised person:


Name of Authorised person:  
ANDREJ PAVICEVIC.

Office held: Secretary

Certified correct for the purposes of the Real Property Act 1900  
and executed on behalf of corporation named below by the  
authorised person(s) whose signature(s) appear(s) below  
pursuant to the authority specified.

Corporation: Austcorp Builders Pty Limited (Administrator appointed) ACN 097 122 186

Authority: <sup>JOHN</sup>MARTIN JAMES GREEN as Administrator of  
Austcorp Builders Pty Limited (Administrator appointed)  
in the presence of:

Signature of witness: 

Name of witness: X JOHN STUART ROBERTSON



Signature of Administrator:

ADDRESS:

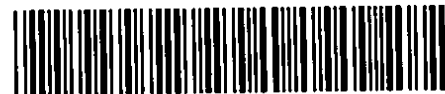
70 CURTIN AVE  
WAHROONGA 2076

Form: 05M  
Licence: 03-09-167  
Licensee: Corrs Chambers Westgarth

AB 718629

# MORTGAGE

New South Wales  
Real Property Act 1900



AB718629T

RELOADED  
STAMP DUTY AUG 2005  
31 AUG 2005  
2.25 PM  
Office of State Revenue use only

18-08-2005 0002893865-001  
MULTI STATE  
TOTAL SECURED \$ \*\*\*\*\*5,000,000.00  
NSW D P \$ \*\*\*\*\*476,000.00 (18-527)  
DUTY \$ \*\*\*\*\*1,645.00

(A) TORRENS TITLE 1/29449, 1/503339, 2/503339, 6/709126 and 7/709126

(B) LODGED BY

Delivery Box <b>898S</b>	Name, Address or DX and Telephone <b>LLPN: 123648F</b> SYDNEY 9020 062 Reference (optional): Brighton Toyota - mortgage NSW.doc	<b>CORRS CHAMBERS WESTGARTH</b> 1 HARRIS PLACE SYDNEY NSW 2000 Tel (02) 9210 6500 C:\Temp\Convert\3656566v1_Toyota_	CODE <b>M</b>
-----------------------------	---	---	------------------

(C) MORTGAGOR

**Gas Motors Pty. Ltd. ABN 23 103 458 733**

(D)

mortgages to the mortgagee all the mortgagor's estate and interest in the land specified above, and covenants with the mortgagee that the provisions set out in annexure and/or memorandum specified below are incorporated in this mortgage:

- Annexure A hereto;
- Memorandum No. 9602272G filed at Land and Property Information New South Wales.

(E)

Encumbrances (if applicable): 1. 2. 3.

(F) MORTGAGEE

**Toyota Finance Australia Ltd ABN 48 002 435 181 & TFA (Wholesale) Pty Ltd ABN 63 002 407 703 both of 2 Fennell Street, Port Melbourne, Victoria, 3207**

(G)

**TENANCY: TENANTS IN COMMON IN EQUAL SHARES**

DATE

2, 8, 2005

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf on the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: **Gas Motors Pty. Ltd. ABN 23 103 458 733**  
Authority: Section 127 of the Corporations Act 2001

I certify that the mortgagor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this mortgage in my presence

Signature of Witness

VINCE MUSCARA.

Name of Witness

Address of Witness

17 ROSTELLA CRES  
EAST KENILCOT VIC 3033.

Signature of Authorised Person

GRAEME STEWART

Name of Authorised Person

Sole Director & Secretary  
Office Held: Sole Director and Sole Company Secretary

Certified correct for the purposes of the Real Property Act 1900 by the mortgagee

Signature of Mortgagee's Solicitor  
(Full Name)

HARRY CORMACK  
Mortgagee's Solicitor

224

## ANNEXURE A

This is Annexure A to Mortgage Form 05M dated 30/6/05 between Gas Motors Pty. Ltd. ABN 23 103 458 733 as the Mortgagor and Toyota Finance Australia Ltd ABN 48 002 435 181 & TFA (Wholesale) Pty Ltd ABN 63 002 407 703 as Mortgagee over the Land referred to in folio identifier 1/29449, 1/503339, 2/503339, 6/709126, 7/709126. A term which has a defined meaning in the Memorandum No. 9602272G filed at Land and Property Information New South Wales has the same meaning in this Annexure.

1 Applicable Interest Rate: The rate determined by the Mortgagee from time to time.

2 Notification Amount: \$50,000.00

3 Threshold Amount: \$50,000.00

4 Mortgagor's particulars for delivery or service of notices:

Address:

Fax:

5 Mortgagee's particulars for delivery or service of notices:

Address: 2 Fennell Street, Port Melbourne, Victoria, 3207

Fax: (03) 9647 4050

Attention: Sam Vitale





Form: 05DM  
Licence: 04-08-433  
Licensee: Corrs Chambers Westgarth

## DISCHARGE OF MORTGAGE

# AH929973A

New South Wales  
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.

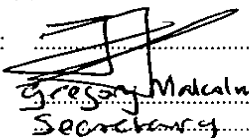
(A)	<b>TORRENS TITLE</b>	1/29449, 1/503339, 2/503339, 6/709126 & 7/709126		
(B)	<b>REGISTERED DEALING</b>	Number		Torrens Title
(C)	<b>LODGED BY</b>	Document Collection Box <b>898S</b>	Name, Address or DX, Telephone and Customer Account Number if any Corrs Chambers Westgarth Reference (optional): <b>LLPN: 123648F</b> SK9020062	CODE <b>DM</b>
(D)	<b>MORTGAGE DISCHARGED</b>	AB718629		
(E)	<b>MORTGAGEE</b>	Toyota Finance Australia Limited ABN 48 002 435 181 and TFA (Wholesale) Pty Ltd ABN 63 002 407 703		
(F)	<b>MORTGAGOR</b>	Gas Motors Pty Limited ABN 23 103 458 733		

(G) The mortgagee discharges the above mortgage so far as it affects the land ~~/registered dealing~~ specified above.

### DATE

(H) Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation: **Toyota Finance Australia Limited ABN 48 002 435 181**  
Authority: **Section 127(2) of the Corporations Act 2001**

Signature of authorised person: 

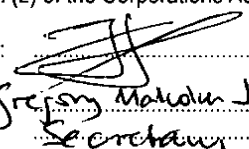
Name of authorised person: **Gregory Malcolm Johns**  
Office held: **Secretary**

Signature of authorised person: 

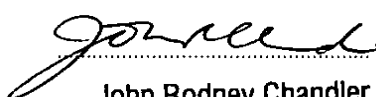
Name of authorised person: **John Rodney Chandler**  
Office held: **Director**

(H) Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation: **TFA (Wholesale) Pty Ltd ABN 63 002 407 703**  
Authority: **Section 127(2) of the Corporations Act 2001**

Signature of authorised person: 

Name of authorised person: **Gregory Malcolm Johns**  
Office held: **Secretary**

Signature of authorised person: 

Name of authorised person: **John Rodney Chandler**  
Office held: **Director**

Form: QIT  
Licence: 01-05-025  
Licensee: LEAP Legal Software Pty Limited  
Firm name: Cassab & Associates

**TRANSFER**

New South Wales  
Real Property Act 1900



**AJ537852X**

**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

NSW The Land  
Doc No: 1411509 2630  
Date: 10-00-2020 8105997-001  
Assessment:

**(A) TORRENS TITLE**

1/29449, 1/503339, 2/503339, 7/709126 and 6/709126.

**(B) LODGED BY**

Document Collection	Name, Address or DX, Telephone, and Customer Account Number if any
28A 124247U	LLPN: SAI GLOBAL Property DX 885 SYDNEY 02 9210 0700
Reference:	CASSAB-4539566

**CODES**

**T**  
**TW**

**(C) TRANSFEROR**

GAS MOTORS PTY LIMITED ACN 103 458 733 /

**(D) CONSIDERATION**

The transferor acknowledges receipt of the consideration of \$8,448,000.00 and as regards

**(E) ESTATE**

the abovementioned land transfers to the transferee an estate in fee simple.

**(F) SHARE TRANSFERRED**

**(G) Encumbrances (if applicable):**

**(H) TRANSFEE**

TCON CONSTRUCTIONS PTY LIMITED ACN 169 284 940

**(I) TENANCY:**

**DATE**

**(J) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.**

Corporation: Gas Motors Pty Ltd ACN 103 458 733  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:  
Office held: Director

Signature of authorised person:

Name of authorised person:  
Office held: Sole Director/Secretary

Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

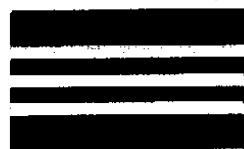
Signature:

Signatory's name: Helen Jabbour  
Signatory's capacity: Solicitor for the Transferee

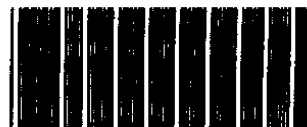
**(K) The transferee's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under**

eNOS ID No. 801473 Full name: Helen Jabbour Signature:

RP17



**DISCHARGE  
OF  
MORTGAGE**  
Real Property Act, 1900



E  
199658

**(A) LAND AFFECTED**

Show no more than 20 References to Title.

VOLUME 6185 FOLIO 111 - Now 6/709126  
VOLUME 9440 FOLIO 248 - Now 2/503339  
VOLUME 6438 FOLIO 28 - Now 7/709126

**(B) REGISTERED DEALING  
AFFECTED**

If applicable.

**(C) LODGED BY**

L.T.O. BOX

34F

Name, Address or DX and Telephone

Laurence & Laurence

DX 115 SYDNEY

Reference (max. 15 characters):

PH: 251.5555

**(D) DM MORTGAGE DISCHARGED**

N803842

**(E) MORTGAGEE** MLC LIFE LIMITED formerly known as The Mutual Life and  
Citizens' Assurance Company Limited

**(F) MORTGAGOR** PETER HOWARD WARREN  
(Complete only if discharging less than the mortgagor's whole estate or interest in the mortgage; see Instructions, note (F))

**(G)** The mortgagee discharges the mortgage referred to above so far as it affects the **land/registered dealing** specified above.

**(H)** Certified correct for the purposes of the Real Property Act, 1900 **DATE OF EXECUTION** 16/1/92

Signed in my presence by the mortgagee who is personally known to me.

J. Nicholson  
Signature of Witness

JANETTE NICHOLSON  
Name of Witness (BLOCK LETTERS)

105-153 MILLER ST NTH SYDNEY  
Address of Witness

ROSS MALCOLM JONES and Philip William Alexander  
two duly constituted Attorneys of  
MLC LIFE LIMITED (A.C.N. 000 000 402) appointed under Power of  
Attorney Registered No. 875  
book 3857 both hereby respectively  
state that they have no notice of the revocation of the said Power  
of Attorney at the time of their executing this instrument

[Signature] and [Signature]  
Attorney Attorney  
Signature of Mortgagee



X207478

## RA

\$ 37V

Torrens Title Reference	If part only, delete Whole and give details	Location
Vol: 6185 Fol: 111 Vol: 6438 Fol: 28	WHOLE  Lot 11, DP 709126 Lot 12, DP 709126	PH: St Luke CO: Cumberland PH: St Luke CO: Cumberland

THE COMMISSIONER FOR MAIN ROADS

OFFICE USE ONLY

OVER

(the abovenamed Applicant) In consequence of the resumption notified in Government Gazette dated 2nd October, 1987, folio 5626  
a true copy whereof appears hereunder, hereby applies to the Registrar General (I) to make all such recordings in the Register as may be necessary to give effect to  
the resumption so far as it relates to the land above described and XXXXXXXXXX

**COPY OF GAZETTE NOTIFICATION**

SEE ANNEXURE HERETO

DATE 10 NOV 1997

I hereby certify this application to be correct for the purposes of the Real Property Act, 1900.  
Signed in my presence by the authorised officer of the applicant

*H. L. Hannan*  
Signature of Witness

S.L. HANNAN

Name of Witness (BLOCK LETTERS)

Name of Witness (BLOCK LETTERS)  
STATE CROWN SOLICITORS  
OFFICE - CLERK.

**Address and occupation of Witness**

H. K. ROBERTS  
State Crown Solicitor  
per

Signature of authorised officer

LODGED BY  
STATE CROWN SOLICITORS OFFICE  
GOODSELL BUILDING  
1-12 CHIFLEY SQUARE, SYDNEY. 2000  
BX 19 PHONE: 238-7406  
813E

**Delivery Box Number**

### LOCATION OF DOCUMENTS

CT      OTHER

Herewith,

In R.G.O. with

Produced by

**Checked**

**Passed**

REGISTERED 7-12-1987

**Signed**

**Extra Fee**

## Registrar General

**Cert. of Title**

6438-28

OFFICE USE ONLY



INSTRUCTIONS FOR COMPLETION

This dealing should be lodged by hand at the Registrar General's Office.  
Use this form where the land resumed is under the provisions of the Real Property Act, 1900.  
Typewriting and handwriting should be clear, legible and in permanent non-copying ink.  
Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the applicant.  
If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the applicant and the attesting witness.  
The following instructions relate to the side notes on the form.

(a) Description of land.  
(i) TORRENS TITLE REFERENCE.—For a manual folio insert the Volume and Folio (e.g., Vol. B514 Fol. 125). For a computer folio insert the folio identifier (e.g., 12701924). Title references should be inserted in numerical sequence.  
(ii) PART/WHOLE.—If part only of the land in the folio of the application, delete the word "Whole" and insert the lot and plan number, portion, etc.  
(iii) LOCATION.—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chuliala. If the locality is not shown, insert the Parish and County, e.g., Pt. Limestone Co. Rous.

(b) State the name of Authority in which the land is vested.  
(c) Show date and folio number of the Gazette notification.  
(d) Delete this clause if the issue of a new certificate of title is not required.  
(e) Insert a copy of the Gazette Notification. If the space provided is insufficient for this purpose, use an annexure sheet (identified as such) of the same size and quality of paper as this form.  
(f) Execution.  
The certificate of correctness under the Real Property Act, 1900 must be signed by an authorised officer of the applicant who should execute the dealing in the presence of an adult witness to whom he/she is personally known.  
Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.  
(g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.  
(h) If any document is lodged with this application, record in DOCUMENTS LODGED panel.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS		SECOND SCHEDULE AND OTHER DIRECTIONS	
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME	
6185-111	S	THE COMMISSIONER FOR MAIN ROADS as regards part being lot 11 in DP 709126	
6438-28	S	THE COMMISSIONER FOR MAIN ROADS as regards part being lot 12 in DP 709126	

(D) FOLIO IDENTIFIER	(E) DIRECTION	(F) NOTN TYPE	(G) DEALING NUMBER	(H) DETAILS
6185-111	OFF	RV	L129391	Part of the land within described being lot 11 in DP 709126 is requested for road purposes. This folio is cancelled and computer folios have raised for lots 6 & 11 in DP 709126.
6185-111	ON	HA		
6438-28	OFF	RV	L129391	Part of the land within described being lot 12 in DP 709126 is requested for road purposes. This folio is cancelled and computer folios have raised for lots 7 & 12 in DP 709126.
6438-28	ON	HA		
6438-28	ON	HB		

ANNEXURE TO RESUMPTION APPLICATION DATED 10 NOV 1987  
by the State Crown Solicitor

5626

NEW SOUTH WALES GOVERNMENT GAZETTE No. 156

[2 OCTOBER, 1987]

STATE ROADS ACT 1986—PUBLIC WORKS ACT 1912

NOTIFICATION OF RESUMPTION OF LAND AT CABRAMATTA IN THE  
CITY OF FAIRFIELD

IT is hereby notified and declared by His Excellency the Lieutenant-Governor, acting with the advice of the Executive Council, that in pursuance of the State Roads Act 1986 the land described in the Schedule hereunder in respect of so much of the said land as is Crown land is hereby appropriated and in respect of so much of the said land as is private property is hereby resumed under the Public Works Act 1912 for the purposes of the State Roads Act 1986 and that all the said land is hereby vested in The Commissioner for Main Roads.

Dated at Sydney, this 30th day of September, 1987.

L. W. STREET, Lieutenant-Governor.

By His Excellency's Command,

P. D. HILLS,  
Acting Minister for Roads.

SCHEDULE

All those pieces or parcels of land situate in the City of Fairfield, Parish of St Luke and County of Cumberland, being part of the land comprised within Certificate of Title, volume 6185, folio 111, and shown as lot 11, Deposited Plan 709126, and also part of the land comprised within Certificate of Title, volume 6438, folio 28, and shown as lot 12, Deposited Plan 709126, which is also numbered 2071 156 SS 0026 at the Department of Main Roads. The land is said to be in the possession of Peter Howard Warren.

(D.M.R. Papers 85M1017)

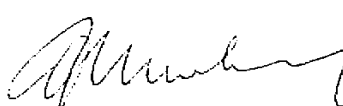
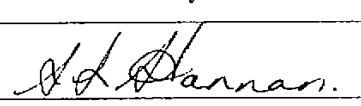
(9429)

H. K. ROBERTS  
State Crown Solicitor

DEC

Authorised Officer: \_\_\_\_\_

Witness: \_\_\_\_\_

Plan Drawing only to appear in this space

**Signatures and seals only**

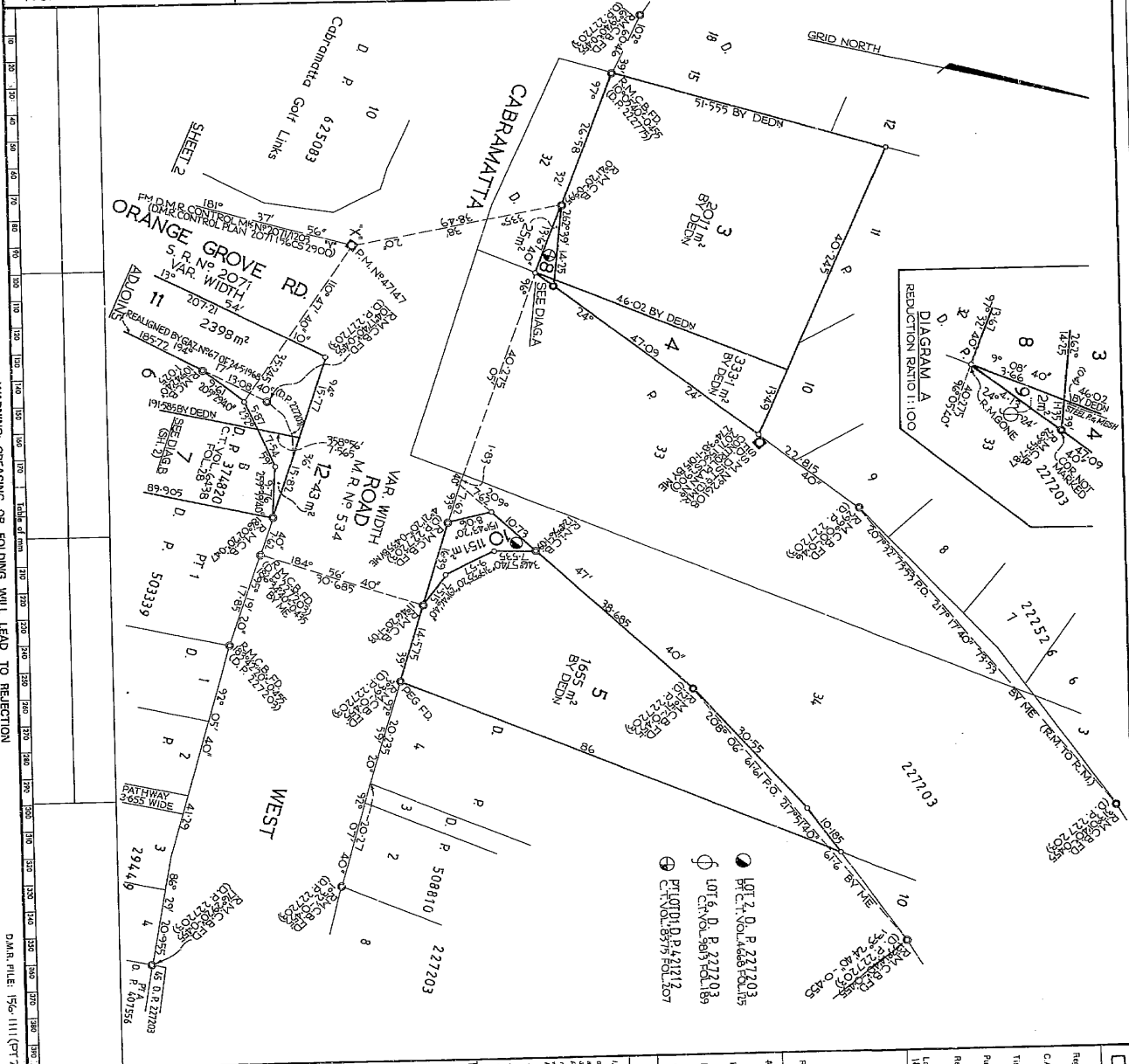
Council Clerk's Certificate

[illegible]

\*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

Delete if inapplicable.

Σ.Ο.Ο



D.P. 709126

Registered: 13-12-1984

C.A.: \_\_\_\_\_

Title System: O R Y D

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037303

184428, 14004421

FOR THE PURPOSES OF THE  
ROADS ACT, 1924.

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Estimated Btu's: 500

of the Police

CABBANMATT

Parish: **ST LUKE**

County: CUMBERLAND

This is sheet 1 of my plan in 2  
(Delete if inapplicable).

DEPARTMENT OF MAIN B...

**amended, hereby certify that the survey reported  
plan**

*Practice Regulations, 1933*, and was completed  
JULY 1934.

Signature S. S. Zuparkov

E.BKS. 2071 156F P8817E07  
DMR CONTROL PLAN N° 2071156C

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REQUIRED FOR ROAD AND  
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ULTIMATELY BE USED  
PUBLIC ROAD.

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11-10

APPROVED: \_\_\_\_\_

*D.M. Stover*

DEPARTMENT OF MAIN

D.M.R. PLAN: 2071 1565

