

## Brian Kirk

---

**From:** Amy Watson on behalf of DPE PSVC Keysites Assessments Mailbox  
**Sent:** Friday, 27 October 2017 4:57 PM  
**To:** Brian Kirk  
**Subject:** FW: Objection to Aboriginal Housing Company Pemulwuy Development  
**Attachments:** Letter to AG\_001.pdf; Objection to Pemulwuy Project Redfern\_001.pdf

---

**From:** Lisa De Luca [mailto:[delpeoples@iinet.net.au](mailto:delpeoples@iinet.net.au)]  
**Sent:** Friday, 27 October 2017 3:35 PM  
**To:** DPE PSVC Keysites Assessments Mailbox <[keysitesassessments@planning.nsw.gov.au](mailto:keysitesassessments@planning.nsw.gov.au)>  
**Subject:** Objection to Aboriginal Housing Company Pemulwuy Development

Dear Sirs

Please find attached:

1. Objection to Application by Aboriginal Housing Company – MP 06\_0101 Mod 2 – SSD 8135 Pemulwuy Project Redfern
2. Letter to Attorney General

Kindly acknowledge receipt.

Kind regards  
Lisa De Luca & Co.  
PO Box 414 Summer Hill NSW 2130  
Tel: 9799-0011  
Fax: 9799-0083  
Email: [delpeoples@iinet.net.au](mailto:delpeoples@iinet.net.au)

# LISA DE LUCA & CO.

SOLICITORS

P O Box 414  
Summer Hill NSW 2130

**Ph: 9799 0011**

Fax: 9799 0083

Mobile: 0416 175 692

Email: [delpeoples@inet.net.au](mailto:delpeoples@inet.net.au)

Our ref: JLDLRATE\_2017\_10

Your ref:

26 October 2017

Attn: Director Key Sites Assessments, Planning, Services  
Department of Planning & Environment  
GPO Box 39  
**SYDNEY NSW 2001**

Via email: [keysitesassessments@planning.nsw.gov.au](mailto:keysitesassessments@planning.nsw.gov.au)

Dear Sirs

**Re: Application By Aboriginal Housing Company  
MP 06\_0101 MOD 2 - SSD 8135 Pemulwuy Project Redfern  
Concept Plan Modification & New Student Accommodation Building  
OBJECTION**

We act on behalf of the Redfern Aboriginal Tent Embassy and hereby **object** to the application by the Aboriginal Housing Company MP 06\_0101 MOD 2 2 Pemulwuy Project – Redfern – Concept Plan Modification and SSD8135 – New Student Accommodation.

## **Background / Public Interest Issues**

- In the 1970s, in response to lobbying by key local Aboriginal leaders, a grant was given by the Whitlam Government to the local Redfern Aboriginal community in order to buy-back land and housing at the area known as the Block, Redfern.
- This is the land the subject of the development plans now before you.
- The purpose of this buy-back was to ensure affordable housing for the Aboriginal community and to deal with the dramatic shortage of housing for Aboriginal people in the area at the time.
- The buy-back was the first re-acquisition of urban Aboriginal land in Australia. For this reason alone it makes the land the subject of these proposals historically and culturally significant.
- Over time, thousands of Aboriginal people have been housed on The Block.

---

CRIMINAL LAW • TRAFFIC MATTERS • CONVEYANCING • SMALL BUSINESSES • WILLS • PROBATE • DEBT RECOVERY •

Liability limited by a scheme approved under Professional Standards Legislation

- Since that time, The Block was seen by Aboriginal people from all over the country, as a meeting place, a place of refuge and a place of connection. This was particularly so for many Aboriginal people whom, through tragedies such as the Stolen Generation and destruction of remote and traditional communities, had become disconnected from their families, friends and culture.
- During the 1970s and as a direct result of the creation of the Block, community leaders such as Sol and Bob Bellear, Aub Phillips, and the Ingram, Smith, Blair, Craigie, Coe and Munro families worked to create the Aboriginal Housing Company. A not-for-profit organisation, with its sole object being the provision of affordable housing for Aboriginal people in the Redfern-Waterloo area.
- It was around this time that these visionaries worked to create the essential services we see functioning today, such as the Aboriginal Medical Association, Aboriginal Legal Aid, Aboriginal Childrens' Services and many off-shoot organisations.
- A direct result of this community coming-together around the Block was to give birth to an Aboriginal civil rights movement. Even from these early times, the Block was known as "The Black Heart of Australia".
- During the 1970s, the population of Aboriginal people in the Redfern / Waterloo area grew to over 200,000. Since the demolition/re-purposing of The Block and other nearby affordable housing, the Aboriginal population in 2015 has drastically reduced to 300.
- The Block therefore has great cultural and social significance that will be unacceptably negatively impacted on the locality should the proposals be approved.
- Gradually, Mr Mick Mundine gained political control of the Aboriginal Housing Company from the original visionaries. Mr Mundine's actions in this regards have been the subject of great community opposition, have occasioned Court action, complaints to ASIC and ICAC, requests for a company audit and a request to the Attorney-General for an inquiry into breaches by the Aboriginal Housing Company of the Charitable Trust Act.
- The dysfunction of the Aboriginal Housing Company has been widely reported on in the media, both nationally and internationally.
- From May 2014 to August 2015, the Redfern Aboriginal Tent Embassy was established. It occupied the Block in protest against the proposed development by the Aboriginal Housing Company and against the lack of provision in the development for affordable Aboriginal housing. The protest was led by Aunty Jenny Munro, a Wiradjuri elder, and five female elders who were all original inhabitants of the Block. This protest was when the development proposal stood at just six (6) storeys and provided sixty-two (62) affordable Aboriginal homes.

- The women occupied the land for fifteen (15) months, sleeping in tents every night, withstanding nightly acts of violence by standover men directly associated with the Aboriginal Housing Company.
- Three (3) men, sons and a brother of the manager of the Aboriginal Housing Company were convicted of various criminal offences against members of the Redfern Aboriginal Tent Embassy, namely Affray, Assault Occasioning Actual Bodily Harm, Common Assault and Intimidation.
- The women finally agreed to vacate the land when Federal Minister Nigel Scullion stepped in to broker a deal where he offered to fully fund the cost of the Aboriginal Housing component of the development. A sum of five million dollars (\$5,000,000.00) was promised for that purpose.
- As part of that deal, the Federal Minister offered to assist the Aboriginal Housing Company with securing a no-interest, or low-interest loan to cover the cost of the remaining (the student accommodation and commercial) stages of the proposed development of The Block.
- In eventually rejecting Minister Scullion's offer, the Aboriginal Housing Company instead has sought to increase the student accommodation component of the development from six (6) storeys, then to fifteen (15) storeys, then to sixteen (16) storeys and finally now to twenty-four (24) storeys.
- The proposal now leaves the affordable Aboriginal housing component still at only sixty-two (62) houses, making no proportionate increase at all.
- It makes no mention of when the affordable Aboriginal housing component will be built, relative to the student accommodation, if at all.
- The Aboriginal Housing Company maintain that this massive development will be funded by a foreign company Altira taking a ninety-nine (99) year lease on the property, paid up-front with the sole purpose of leasing the development to overseas students.
- The practical effect of signing a 99 year lease will shut out all Aboriginal control and occupation, over the land for the next century.
- This is putting aside the commercial problems such an agreement raises.
- It is the opinion of the Redfern Aboriginal Tent Embassy, the local Aboriginal Community and wider Aboriginal community that this development:
  - will displace Aboriginal people from the Block,
  - will not provide affordable homes for Aboriginal people

- that the proposed lease to a foreign conglomerate to enable overseas student housing is completely contrary to the original dream held by those behind the historic buy-back and furthermore is contrary to the charitable objects of the Aboriginal Housing Company as set out in their constitution.
- There has been no community consultation by the Aboriginal Housing Company for the proposals. On 9<sup>th</sup> March 2017, a public meeting was held in respect of the original changes to a fifteen (15) storey development. All voices of dissent were shut down, elders were told to be quiet, two (2) females opposing the development were assaulted and threatened by associates of the Aboriginal Housing Company. The meeting was shut down after only 20 minutes.
- No community consultation has taken place to date in respect of the amended proposal of twenty-four (24) floors.
- At a meeting in March 2017 between the Redfern Aboriginal Tent Embassy and **Federal Minister Scullion**, the Minister confirmed that the \$5 million funds were still available for the affordable Aboriginal housing component and that the Aboriginal Housing Company has not sought to access the funds in any way.
- At a meeting in July 2017 between the Redfern Aboriginal Tent Embassy, **Member of Parliament David Shoebridge** and various **councillors on the City of Sydney Council**, we voiced our concerns at the proposed development, which at that stage stood at 15 storeys.
- At a meeting on 3 October 2017 between Redfern Aboriginal Tent Embassy and **Premier Gladys Berejiklian**, we voiced our concerns about the development.
- **Attached** are copies of the submissions made to the Attorney-General dated 3<sup>rd</sup> May 2015 and 19<sup>th</sup> August 2015 on our client's behalf requesting the Attorney look into the activities of the Aboriginal Housing Company pursuant to section 6(1) of the Charitable Trusts Act 1993.
- **Attached** are some relevant links to media which show the cultural impact these proposals will have on urban Aboriginal people:
  - <http://www.abc.net.au/news/2017-03-10/redfern-meeting-the-block-protesters-shut-down/8341980>
  - <http://www.smh.com.au/nsw/the-block-the-violence-and-the-bitter-feud-blocking-mick-mundines-vision-20150515-gh2tmt.html>
  - <http://www.smh.com.au/nsw/mick-mundine-versus-jenny-munro-aboriginal-leaders-battle-in-court-for-the-block-20150619-ghs6vz.html>

- <http://www.sbs.com.au/news/article/2016/04/01/alarm-after-blocks-developer-taken-court-alleged-shoddy-work>
- <http://www.sbs.com.au/news/article/2014/12/10/outrage-over-redfern-apartment-advertisements?cid=inbody:alarm-after-blocks-developer-taken-to-court-for-alleged-shoddy-work>

### **Other Reasons for Refusal**

It is further submitted that the proposals should be **refused** due to the following reasons:

- A. The proposed development does not achieve compatibility with the existing streetscape in terms of size, scale or materials and would have unacceptable visual impacts on the Streetscape and residential amenity.

The proposals are inconsistent with existing land uses in the immediate vicinity.

The proposal is significantly higher than any other site in the general vicinity of Fivleigh Street, Lawson Street, Shepherd Street and Cleveland Street.

In *Jubilee Properties V Warringah Council* [2015] NSWLEC 1042, the Court rejected an attempt by the developer to increase height restrictions to fifteen (15) storeys. The proposed development in question exceeded the height development standard in the relevant planning instrument by more than 100% and clause 4.6 of the planning instrument required that in order for consent to be granted a development which contravenes a development standard, the proponent must demonstrate why adherence to the existing development standard and height restriction is unreasonable or unnecessary.

We submit that the same reasoning should be applied to these proposals in that they are excessive, the current height restrictions are reasonable and necessary to protect surrounding amenity, surrounding properties, residential amenity, the locality and the streetscape.

The proposals to vary the height and floor space ratio are:

- not well-founded,
- disproportionate, particularly in light of the affordable Aboriginal housing component remaining the same, and
- it has not been demonstrated that compliance with the existing development standards is unreasonable or unnecessary pursuant to the requirements of *State Environmental Planning Policy No 1*.

The proposal has increased from a maximum of six (6) storeys, with an FSR of 2.9:1 and 154 beds to proposing a maximum of twenty-four (24) storeys, with an FSR of 7.16:1 and 522 accommodation rooms.

This is more than triple the previous consent. Even at sixteen (16) storeys, it is excessive and not in the public interest.

As mentioned above, the proposals are completely out of character with the surrounding neighbourhood west of the rail line, which is characterised by generally Victorian terraced housing and low scale apartment buildings. The height, bulk and scale of the proposals will have a significant adverse impact on the “heritage listed” Redfern Railway Station and will also create severe overshadowing.

Similarly, we submit there will be significant and unacceptable overshadowing over Caroline and Louis Streets as well as surrounding areas during the morning.

The Shadow diagrams as exhibited on the Department website are incomplete. They show the effect of over-shadowing only on the rail corridor, not on the surrounding terrace houses to the north-east, south and west.

As you would be aware, most of the surrounding terrace houses will sustain significant privacy invasion with apartments looking over them (their recreational areas) and directly into windows.

The locality is also experiencing extreme traffic and parking pressure. It is submitted that the proposals will only exacerbate this precarious and dangerous situation and that no evidence has been submitted to showing that such problems will be overcome.

- B. We further submit that should the applications be approved, they will set a precedent not in the public interest for more of the same type of development, thus dominating surrounding low scale residential houses. In light of these impacts the sites are not considered to be suitable for the development currently proposed.
- C. The proposals do not provide the proportionate mix of commercial and residential development envisaged by the development standards and zoning objectives specified in the *State Environmental Planning Policy (State Significant Development)*.
- D. The proposals have not been designed to maximise residential amenity or minimise the impacts on surrounding properties and does not comply with amenity design quality principle of SEPP 65 and does not meet the objectives of the ADG.
- E. The proposals are incompatible with the particular nature of the existing land uses and would detrimentally impact on the local community which is not in the public interest.
- F. The proposals would have unacceptable social impacts in the locality and result in the displacement of many Aboriginal people and the desecration of the cultural and historical significance of this land, commonly referred to as “The Black Heart of Australia” and used as a meeting place for the Aboriginal community for many decades.
- G. The proposals do not achieve design excellence.



H. As mentioned above, the proposals are not in the public interest.

We note your letter to our client dated 12<sup>th</sup> September 2017 offers for us to meet with Department officers to discuss the plans. We would gratefully take you up on this offer. Our best contact number is 0416 175 692, Lisa De Luca.

Yours faithfully

Lisa De Luca & Company

A handwritten signature in blue ink, appearing to read 'Lisa De Luca', is written over the typed name. The signature is fluid and cursive.



# LISA DE LUCA & CO

SOLICITORS

P O Box 2021  
Dee Why NSW 2099

**Ph: 9799 0011**

Fax: 9799 0083

Mobile: 0416 175 692

Email: [delpeoples@inet.net.au](mailto:delpeoples@inet.net.au)

Our ref: LDL:

Your ref :

3 May, 2015

The Hon. Gabrielle Upton, MP  
Attorney-General of New South Wales  
GPO Box 5341  
**SYDNEY NSW 2001**

**BY EXPRESS POST** and email: [office@upton.minister.nsw.gov.au](mailto:office@upton.minister.nsw.gov.au)

Dear Attorney,

**Re: The Aboriginal Housing Company Ltd**

We act for the Redfern Aboriginal Tent Embassy.

We refer to section 6(1) of the Charitable Trusts Act 1993.

## **Our clients' request**

1. For the reasons set out below, our clients are of the view that the Supreme Court should be requested to make certain orders with respect to the administration of a charitable trust. We request either (a) that you commence charitable trust proceedings either directly or with our clients as relators; or (b) that you authorise our clients to bring the same.

## **Background**

2. The charity is the Aboriginal Housing Co Ltd.
3. We **attach** copies of:
  - i. A letter from the charity to "All 'Redfern Aboriginal Tent Embassy' 'members'" dated 20 February 2015.
  - ii. A statement by the Minister for Aboriginal Affairs, Mr Gordon Bryant, in relation to the Redfern Housing Project, dated 15 April 1973.

---

CRIMINAL LAW • TRAFFIC MATTERS • CONVEYANCING • SMALL BUSINESSES • WILLS • PROBATE • DEBT RECOVERY •

Liability limited by a scheme approved under Professional Standards Legislation

- iii. The charity's Annual Information Statement 2014. We refer to the "Description of charity's activities and outcomes" at the top of page 2 of 4.
- iv. The charity's memorandum and articles of association of a company limited by guarantee.
- v. The charity's Financial Statement for the year ended 30 June 2014.
- vi. An extract from the charity's website dealing with the Pemulwuy Project.
- vii. An extract from a website for DciCorp, which we are instructed is the charity's proposed developer for the Project.
- viii. An online newspaper article headed "'The aboriginals have moved out... now Redfern will have great potential': The staggering sales pitch used to sell luxury apartments in one of Australia's indigenous heartlands", Leesa Smith, Daily Mail Australia, 10 December 2014.
- ix. An online newspaper article headed "Aboriginal Tent Embassy in Redfern: We'll evict them from the block says Aboriginal housing boss Mick Mundine", Rick Feneley, Sydney Morning Herald, 23 February 2015.
- x. A media release headed "Planning approval for The Block's Pemulwuy redevelopment": Mr O'Farrell, 22 December 2012.
- xi. "The Pemulwuy Project", PDR Amendment, 2 November 2006, available from the Department of Planning & Environment's website.

**Our clients' position:**

- 4. The land was purchased in 1973 with finance provided by the Federal Government: see page 2.
- 5. The land was purchased for a charitable purpose which, we think, is inherent in the name.
- 6. In its 2014 Annual Information Statement, the charity not incorrectly describes its "Main activity" as "housing activities": see page 4. In that document, the charity goes on to describe its "activities and outcomes" in the following terms:

In 2014, AHC pursued its purposes by continuing to deliver affordable rental properties to Aboriginal and Torres Strait Islander people. AHC is in the process of redeveloping the Block of land at Redfern in order to provide more better services to the community.

**Our clients' concerns**

- 7. The AHC's website states that the plan for the Pemulwuy Project is "To redevelop the land into a mixed use site which includes social and affordable housing for 62 families, a gymnasium,

commercial and retail space, a gallery, student accommodation for 154, a childcare space for 60 children”: see page 61.

8. Our clients’ concerns are (a) that the mixed use proposal is on its face outside the objects of the trust: see pages 9 to 13; and (b) that the proposal in any event falls short of adequate entrenchment of continuing ownership on behalf of Aboriginal people and within the objects of the trust.
9. The November 2006 plan refers to “medium density family style accommodation with homeownership”: see page 72.
10. The December 2012 media release refers to “affordable housing dwellings”: see page 70. The idea of affordable housing has remained a theme: see eg the February 2015 newspaper article, page 68.
11. In December 2014, independent media drew attention to an advertisement by an agent for DeiCorp, the developer for the project: “The aboriginals have already moved out, now Redfern as the last virgin suburb close to city, it will have great potential for the capital growth in the near future”: see page 65. While the advertisement was for a different development, its tenor was clear. Our clients accept that DeiCorp has expressed its view of the advertisement and that this is reported. However, the current DeiCorp website is silent in relation to the current project: see page 63. It is no source either way to allay our clients’ concerns as to what is being intended for the current project.
12. Our clients’ concern is that there is no sufficient assurance that the housing dwellings will remain (a) under the ownership of the charity; and (b) with a restricted use confined to the charitable purposes.
13. In our clients’ view, the mixed-use proposal falls well outside the objects of the trust, and we refer in particular to objects (a) to (f): see page 9. Moreover, in their view, object (t) does not permit development per se, but development in furtherance of those objects. The proposal is not, in their view, an Aboriginal housing project in the sense the words appear in object (d).
14. Moreover, our clients are fundamentally concerned about the lack of clarity as to ownership and as to possession of particular premises, whether residential, retail or otherwise. One example. If the whole development is to be stratified, what control does the AHC have over the alienation of any particular lot by a given owner? Another example. If the whole development is to remain under the proprietorship of the AHC, is it proposed that all lessees are limited in the use of their premises to uses consistent with the charitable objects? If not, why not?
15. In our clients’ view, the proposal as it stands is likely to benefit only those least in need. The AHC says (at page 61):

The AHC was the first community housing company in Australia and was incorporated in 1973. The company was formed in direct response to the widespread discrimination Aboriginal people and families experienced in the private rental market. There was an influx of people coming to

the city for work, especially in the railways and factories, and they gravitated to the Redfern area as a second “home” for Aboriginal people. Through the years the Company has endured many battles from all types of authority, and has also battled with crime, drugs and alcohol on the Block.

Despite all the adversity the core strength of the company is its resilience. It has also taken on tough decisions in the past and will continue to do so. The AHC had to make the decision to demolishing derelict housing on the Block, and relocate tenants, to make way for the new housing in the development.

16. Yes, widespread discrimination remains. Yes, battles with all types of authority remain. Yes, battles with crime, drugs and alcohol remain. But relocation of the persons who should be the subject of the AHC's attention is not, our clients say, the way the battles are resolved. The process of demolition and relocation and “mixed-use” substitution is, our clients say, outside the parameters of the trust. The project on its face has remarkable facilities for, it seems, 62 families. Where are the facilities for the people who will no longer be able to live there, the people who will continue to suffer discrimination, people for whom the charity was created? There may be “better services to the community”, but our clients' concern is that there will be no Aboriginal community to speak of.
17. Our clients have been engaged in without prejudice discussions with the AHC. Our clients acknowledge that they have received some information about the project from the AHC. However, their concerns remain, and they believe that the concerns are best addressed by you exercising your power. Our clients says that the project on its face is comfortably outside the objects of the trust and that it is appropriate that the administration of the project be investigated so that it can be changed or modified.

We look forward to hearing from you.

Yours faithfully

LISA DE LUCA & COMPANY



**Lisa De Luca**

Encls.(11)



Aboriginal Housing Company Limited  
Level 1, 104 Lawson Street REDFERN NSW 2016  
PO BOX 374 STRAWBERRY HILLS NSW 2012  
ABN : 28 001 154 481 ACN : 001 154 481

20 February 2015

**FAO:** All "Redfern Aboriginal Tent Embassy" "members"

Including but not limited to: Jenny Munro; Lorna Munro; Lyall Munro; Joan Bell; Debbie Bell; Kay Hookey; Tepora Stephens; Lyle Davis; Joseph Miles; Bonny Webb and Samuel Simpson.

The Aboriginal Housing Company (**AHC**) is the owner and occupier of the land in Redfern located between Louis, Vine, Eveleigh and Caroline Streets (the **Site**).

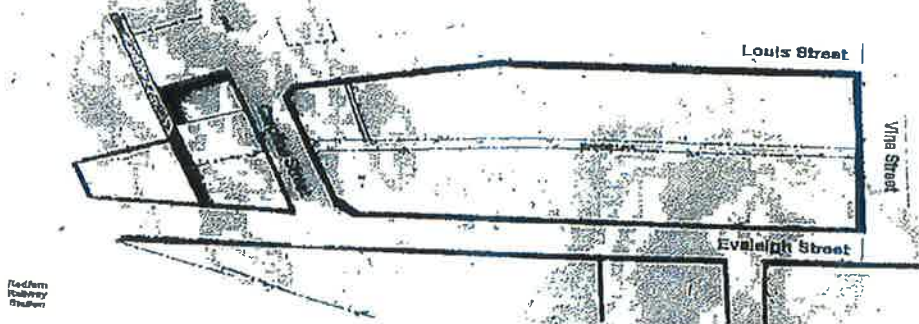
The AHC as legal owner has the right to determine who is allowed onto its private land.

The AHC is aware that you are, or have been, occupying the Site. You have no permission, express or implied, to be on the Site and are trespassing.

Without prejudice to this position, you are required to leave the Site **by Monday 23 February 2015**.

You must take all your belongings and installations with you.

If you or your belongings remain on the Site after **Monday 23 February 2015**, the AHC reserves its Right in relation to your continuing trespass and unauthorized occupation and its right to take legal action to remove you from the Site.



The AHC reiterates its position that it is prepared to meet with you to discuss any concerns which you may have.

If you have any questions about the contents of this notice, please contact Michael Mundine at the AHC office on (02) 9319 1824.

  
On behalf of the Aboriginal Housing Company

Leading the way in Business & Property Development

P (02) 9319 1824  
F (02) 9319 0475  
[www.ahc.org.au](http://www.ahc.org.au)





Ps  
354-9404  
f  
HVS  
GB/53

MINISTER FOR ABORIGINAL AFFAIRS

STATEMENT BY THE MINISTER FOR ABORIGINAL AFFAIRS,  
MR GORDON BRYANT.

REDFERN HOUSING PROJECT.

The Federal Government is to finance an imaginative community housing development put forward by Aborigines in Sydney.

The Minister for Aboriginal Affairs, Mr Gordon Bryant, announced today that he had authorised negotiations to proceed for the purchase of 41 terraced houses in the inner city suburb of Redfern for development by an Aboriginal co-operative housing society.

The society, when registered, would receive a Government grant of \$530,000 to cover the cost of the houses and the immediate necessary improvements.

Mr Bryant said the Aboriginal group's architect-designed plan had been put to him early this year.

He believed that the development was an imaginative and highly desirable one which could provide a pattern for Aborigines and non-Aborigines alike to follow in inner city areas.

The scheme would be a manifestation of the Federal Government's plans to revitalise the cities.

"It will be a model for inner city communities who wish to preserve their homes and the identity of their areas", he said.

"There has been some opposition to the proposal as well as a substantial amount of support for it".

Mr Bryant said the Government was aware of the feelings expressed by many Aborigines- that they wanted to develop, not as individuals, but as a community.

"Small groups like this give strength to one another without developing a total separate existence", he said.

"I know this project carries the hopes of thousands of Aborigines in Sydney.

"It will give encouragement to others to take action for themselves.

"This project will enable the people to help one another and allow them to take a proud place in the community."



MINISTER FOR ABORIGINAL AFFAIRS

2.

Mr Bryant said the houses were in a block bounded by Caroline, Louis, Vine and Everleigh Streets, Redfern.

All of them were at present owned by a Sydney developer, IBK Construction Co. Pty. Ltd. who had made the project possible by offering to sell to the society its interests at virtually cost price.

Mr Bryant said the development would be managed by the society which would undertake the rehabilitation of the houses and act virtually as a landlord, being responsible for screening tenants and renting the houses.

The rent collected would be used for maintenance and further development.

He said the provisional plans for the development, drawn up to the group's specifications, provided for the maximum employment of Aborigines.

The plans envisaged an attractive community courtyard in place of back fences and an old laneway.

They envisaged the establishment of community services such as a clinic, a pre-school and a cultural centre.

The Co-operative had also been giving some thought to offering space to the Aboriginal Legal and Medical Services.

Two or three days after becoming Minister, Mr Bryant visited the area and promised support if the people came up with a feasible proposal.

Mr Bryant said today that after examining it thoroughly he was convinced the scheme could show the way for the rehabilitation of inner city areas.

Canberra 15.4.73

Inquiries: Ian Higgins- 511013



Australian  
Not-for profits  
Commission[Skip to content](#) | [Skip to menu](#)[Search](#)[Search](#)[Search](#)[Home](#) [Register my charity](#) [Manage my charity](#) [Find a charity](#) [Publications](#) [About ACNC](#)[Contact us](#) [Portal](#)[Home](#) » [Find a charity](#) » [Search the ACNC Register](#)[Print](#) [PDF](#) [Email](#)

# Annual Information Statement 2014

## Aboriginal Housing Co Ltd

**ABN 28001154481**

### Section A: Charity Information

Other  
names charity is known by (such as  
a trading name)

Charity  
email address [lani@ahc.org.au](mailto:lani@ahc.org.au)

Charity  
address 104 Lawson St  
REDFERN  
NSW  
2016  
AUSTRALIA

Charity's  
size Medium: Revenue of \$250,000 to \$999,999

Basic  
Religious Charity No

### Section B: Activities

Activities  
in the 2014 reporting period Yes

Main  
activity Housing activities

General  
activities Economic, social and community development  
Housing activities  
Social services  
Other recreation and social club activity

Description of charity's activities and outcomes	In 2014, AHC pursued its purposes by continuing to deliver affordable rental properties to Aboriginals and Torres Strait Islander people. AHC is in the process of redeveloping the Block of land at Redfern in order to provide more better services to the community.
Changing the way charity pursues its charitable purposes in the next reporting period	No
Changes planned	
Beneficiaries helped by charity's activities in the 2014 reporting period	General community in Australia Women Men All ages People with disabilities People with chronic or terminal illness Migrants, refugees or asylum seekers Pre/post release offenders and/or their families People from an ethnic background Aboriginal and Torres Strait Islander people Gay, lesbian, bisexual, transgender or intersex persons Unemployed persons Other charities Please describe the other beneficiaries your charity helped last financial year: Funerals donations,

## Section C: Resources and operating locations

Number of paid employees and unpaid volunteers who worked for the charity during the last pay period of 2014 reporting period	Number of paid full time employees: 4 Number of paid part time employees: 3 Casual employees: 1
Estimated number of unpaid volunteers who worked for the charity during the 2014 reporting period?	Volunteers: 1-10
Where the charity operated during the 2014 reporting period	NSW

## Section D: Reporting and regulatory obligations (This section is optional)

5

Agency  
and relevant program name

Agency:

State  
or territory charity had non-  
corporate reporting obligations to.

Approximate 0  
hours spent reporting by paid staff

Approximate 0  
hours spent reporting by unpaid  
volunteers

Total 0  
hours spent reporting

## Section E Financial Information

**It is not mandatory for basic religious charities to provide financial information or submit a financial report.**

Type of financial statements prepared

General purpose financial statements

### INCOME STATEMENT

For the Period 1 July 2013 to 30 June 2014 (if different provide range below)

to

<b>Gross Income</b>	<b>\$</b>
Government Grants	0
Donations and bequests	0
All other revenue	633,992
Total revenue	633,992
Other Income	44,897
Total Gross Income	678,889
<b>Expenses/Payments</b>	<b>\$</b>
Employee expenses	420,428
Grant and donations made by the registered entity for use in Australia	9,133
Grants and donations made by the registered entity for use outside Australia	0
All other expenses	609,671
Total expenses	1,039,232
Net surplus/deficit	-360,343

### BALANCE SHEET EXTRACT

<b>Assets</b>	<b>\$</b>
Total current assets	2,501,146
Total non-current assets	47,107,287
Total assets	49,608,433
<b>Liabilities</b>	<b>\$</b>
Total current liabilities	632,372
Total non-current liabilities	402,086
Total liabilities	1,034,458
Net Assets/Liabilities	48,573,975

**It is not mandatory for basic religious charities to provide financial information or submit a financial report.**

2014 Financial Report

[20141117152209C55.pdf](#)

Did your charity report to a State/Territory regulator because it is an incorporated association, a cooperative or a charitable fundraising organisation?

In which state or territory is the regulator where you submitted your report?



© Commonwealth of Australia

[Accessibility](#)

[Disclaimer](#)

[Copyright](#)

[Sitemap](#)

[Freedom of  
information](#)

[Useful links](#)

[Privacy](#)

[Media centre](#)



7

Companies Act, 1961  
(as amended)

A Company Limited by Guarantee

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

ABORIGINAL HOSUING COMPANY LIMITED

DAWSON WALDRON,  
Solicitors,  
60 Martin Place,  
SYDNEY

---

Companies Act, 1961

( as amended)

A Company Limited by Guarantee

MEMORANDUM OF ASSOCIATION  
of  
ABORIGINAL HOUSING COMPANY LIMITED

1. The name of the Company is the ABORIGINAL HOUSING COMPANY LIMITED, (hereinafter called "the Company").
2. The objects for which the Company is established are:
  - (a) To rent, let, licenece, provide housing, accomodation, premises, land, property real and personal, services to members and their dependents on such terms and conditions as the members deem fit.
  - (b) To provide or assist in providing of emergency and temporary accomodation for persons of Aboriginal and Island descent and their dependents on such terms and conditions as the members deem fit.
  - © To establish half-way house accomodation for persons of Aboriginal and Island descent and their dependents and to assist such persons in the smooth and secure entry into independent life.
  - (d) To establish, develop or assist in establishing, developing Aboriginal and Island housing projects.
  - (e) To strengthen build up and contribute to the identity, recreation, health, arts and craft and culture, child minding, legal offices or any other community purpose and promote and assist clubs and workshops for any such purposes.
  - (f) To provide and maintain buildings and grounds for education, recreation, health, arts and craft and culture, child minding, legal offices or any other community purpose and promote and assist clubs and workshops for any such purposes.
  - (g) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property real and personal and any rights or privileges which may be requisite for the purposes of or capable of being conveniently used in connection with any of the objects of the Company. Provided that in case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts.
  - (h) To erect, construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveiences

which may seem calculated directly or indirectly to advance the Company's interests and to contribute to subsidise or otherwise assist and take part in the erection, construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.

- (i) To subdivide land, make and maintain private ways, bridges, culverts and drains, and make and open and dedicate roads.
- (j) To promote and carry out any charitable undertaking.
- (k) To do anything calculated to improve the conditions of urban or rural life in relation to the objects of the Company.
- (l) To actively seek funds from various community sources and governmental sources to assist and promote the aims of the Company.
- (m) To subscribe to, become a member of and co-operate with any other company, association or organisation, ~~whether incorporated or not~~, whose objects are altogether or in part similar to those of the Company, provided that the Company shall not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of Clause 3 of this memorandum.
- (n) To enter into any arrangements with any government or authority, supreme municipal, local or otherwise, that may seem conducive to the Company's objects or any of them; and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (o) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Company.
- (p) To subscribe, pay, loan or guarantee money for charitable or benevolent objects, or for any public, general or useful object.
- (q) To invest and deal with the money of the Company not immediately required in such manner as may be permitted by law for the investment of trust funds.
- (r) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt liability contract guarantee or other



engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Company's property (both present and future) and to purchase, redeem or pay off any such securities.

- (s) To make draw accept endorse discount execute and issue promissory notes bills of exchange bills of lading and other negotiable or transferable instruments.
- (t) In furtherance of the objects of the Company to improve manage develop lease turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (u) To take or hold mortgages liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price of any part of the Company's property of whatsoever kind sold by the Company or any money due to the Company from purchasers and others.
- (v) To take any gift of property whether subject to any special trust or not for any one or more of the objects of the Company.
- (w) To take such steps by personal or written appeals public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations annual subscriptions or otherwise.
- (x) To print and publish any newspapers periodicals books or leaflets that the Company may think desirable for the promotion of its objects.
- (y) In furtherance of the objects of the Company to amalgamate with any companies institutions societies or associations having objects altogether or in part similar to those of the Company and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as that imposed upon the Company under or by virtue of Clause 3 of this memorandum.
- (z) In furtherance of the objects of the Company to purchase or otherwise acquire and undertake all or any part of the property assets liabilities and engagements of any one or more of the companies institutions societies or associations with which the Company is authorised to amalgamate.
- (aa) In furtherance of the objects of the Company to transfer all or any part of the property assets liabilities and engagements of the Company to any one or more of the companies institutions societies or associations with which the Company is authorised to amalgamate.

- (bb) To make donations for patriotic or charitable purposes.
- (cc) To sell exchange or dispose of the undertakings of the Company or any part thereof but only if authorised by special resolution of the members.
- (dd) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company.

3. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the members of the Company.

Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company any member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding interest at the rate for the time being charged by bankers in Sydney for overdrawn accounts on money lent or reasonable and proper rent for premises demised or let by any member to the Company but so that no member of the council of management or governing body of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Company to any member of such council or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company. Provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the council of management or governing body may be a member and in which such member shall not hold more than one-hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of such payment.

4. The liability of the members is limited.
5. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member or within one year after he ceases to be a member for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amounts as may be required not exceeding twenty dollars.
6. If upon the winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be

given or transferred to institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 3 ~~hereof such institution or institutions to be determined by~~ the members of the Company at or before the time of dissolution and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

7. True accounts shall be kept of the sums of money received and expended by the Company and the matter in respect of which such receipt and expenditure takes place and of the property credits and liabilities of the Company and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being in force shall be open to the inspection of the members. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.
8. The full names addresses and occupations of the subscribers are as follows:

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of the Memorandum of Association.

Signatures of Subscribers	Witness to Signatures and Address of Witness
<div data-bbox="813 1097 1292 1153">Witness to all signatures</div>	

DATED this 11th day of June 1973.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of the Memorandum of Association.

Signatures of Subscribers	Witness to Signatures and Address of Witness
	<p data-bbox="858 1104 1326 1137">Witness to all signatures</p>

DATED this 11th day of June 1973.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of the Memorandum of Association.

Signatures of Subscribers	Witness to Signatures and Address of Witness
	<p>Witness to all signatures</p>

DATED this 11th day of June 1973.