

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		Phone: Fax: Email:
co-agent		
vendor		
vendor's solicitor		Phone: Fax: Email: Ref:
date for completion		
land (address, plan details and title reference)		
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Email: Ref:
price	
deposit	(10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify: _____

GST AMOUNT (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p>	<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p>

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4): _____**Manual transaction** (clause 30)☐ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a **GSTRW payment**
(GST residential withholding payment)☐ NO☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: \$**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

1.1 In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
 - bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and *populate* an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within* that time and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

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SPECIAL CONDITIONS

The following clauses are the Special Conditions to the Contract for Sale of Land. In the event of any inconsistency between the further provisions and the printed clauses of this contract, these further provisions shall prevail. Each of the further provisions, or part of them, shall be severable from the remainder of the contract. If for any reason, any such provision or part is invalid or unenforceable, the validity or enforceability of the remaining contract will not be prejudiced.

1. Prescribed Documents and Amendments to the Contract

- (a) The Vendor does not warrant the accuracy or completeness of the documents attached to this Contract.
- (b) The Purchaser may not make any objection, requisition, or claim for compensation, or delay completion or rescind or terminate this Contract by reason of any matter disclosed in or omitted, or any inaccuracy or incompleteness of, any document annexed or exhibited to this Contract.
- (c) The standard clause of the Contract is amended as follows:
 - (1) clause 1: delete the words "a building society or a credit union";
 - (2) clause 7.1.1: delete "5% of the price" and insert \$500.00;
 - (3) clause 8.1.1: delete the words "on reasonable grounds";
 - (4) clause 10.1: add the words "or delay completion" after the word "terminate";
 - (5) clause 13.2: delete;
 - (6) clause 14.4: delete the words "must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other" and insert the words "must adjust" after the words "The parties";
 - (7) clause 14.4.2: delete;
 - (8) clause 16.5: delete "plus another 20% of that fee";
 - (9) clause 16.6: add the words "at least 14 days prior to completion" after the words "on any of the land";
 - (10) clause 16.8: delete;
 - (11) clause 16.12: delete the words "if it is in NSW, but the vendor must pay the purchaser's additional expenses; including any agency or mortgagee fee";
 - (12) clause 23.6.1: delete "even if it is payable by instalments";
 - (13) clause 23.9.1: delete "1%" and insert "5%";
 - (14) clause 23.9.4: delete;
 - (15) clause 23.13: delete and the purchaser is obliged to apply for the section 184 certificate at its own costs;
 - (16) clause 23.14: delete;
 - (17) clause 24.1: delete;
 - (18) clause 24.4.2: delete; and
 - (19) clause 25.1.1: delete "limited".

2. Purchasers Acknowledgements, Warranties and Representations

- (a) The Purchaser represents and warrants that in entering into this Contract the Purchaser:
 - 1) has not relied on any representations or warranties about its subject matter by the Vendor or its agent(s) except those set out in this Contract; and

- 2) has relied only on the Purchaser's own inquiries made on the Purchaser's behalf, which relate to the property.

3. Agent

- (a) The Purchaser represents and warrants that the Purchaser was not introduced to the property by a real estate agent other than the agent referred to on the front page of this Contract.
- (b) In the event that the Purchaser is in breach of the warranty contained in Special Condition 3 (a) the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent arising out of the sale herein provided. This condition shall not merge on completion.

4. Condition of Property

- (a) The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
 - 1) is satisfied as to the current nature, quality, condition and state of repair of the Property;
 - 2) accepts the Property as it is and subject to all defects (latent or patent or both as the case may be) and all dilapidation and infestation and any material or substance of any kind present on, under, in or above the Property (whether known or not known to the Purchaser as a result of its inspection or enquiries); and
 - 3) is satisfied about the purposes for which the Property may be used and the extent of any permissible development of the Property.
- (b) The Purchaser agrees not to make, assert or exercise and releases the Vendor from any right or entitlement it may have at any time against the Vendor in respect of any of the following liabilities which arise directly or indirectly, in connection with the matters referred to in Special Condition 4 (a) (1) to (3) inclusive:
 - 1) all costs, losses or expenses associated with or arising out of complying with a statute, regulation or other law;
 - 2) any legal liability to which the Purchaser is or may be subject;
 - 3) any fines or penalties incurred under law;
 - 4) all costs and expenses incurred in complying with the requirements of any responsible authority; and
 - 5) all other claims, demands, suits, proceedings, causes of action, losses (including consequential losses) damages, costs and expenses, legal or consulting fees and interest, howsoever and whenever arising.
- (c) The Purchaser may not make any objection, requisition or claim for compensation or delay completion of or rescind or terminate this Contract because of anything in connection with:

- 1) the nature, quality, condition or state of repair of the Property including, without limitation, defects (latent or patent or both, as the case may be), dilapidation or infestation and any material or substance of any kind present on, under, in or above the Property; or
 - 2) the purposes for which the Property may be used; or
 - 3) loss, damage, dilapidation, infestation, mechanical breakdown or reasonable wear and tear which may affect the Property between the date of this Contract and completion, or
 - 4) the roof or surface water drainage from the Property being connected to a sewerage service; or
 - 5) any widening or realignment or proposed widening or realignment of any road or footpath affecting the Property; or
 - 6) any matter disclosed in this Contract.
- (d) The Purchaser shall not require the carrying out of any work or expenditure or any money by the Vendor on or in respect of the property or structures.
- (e) The Purchaser acknowledges that neither the Vendor nor any person on behalf of the Vendor has made any representation or warranty upon which the Purchaser relies as to any financial return to be derived from the Property.

5. Particulars of Title

The purchaser shall not be entitled to make any requisitions, objections or claims for compensation in respect of any of the following

- (a) The position of any building fences, structures improvements, drains pipes or electrical cables;
- (b) Any encroachments by the subject property;
- (c) Any other matter which may be referred to or disclosed in a survey report whether such survey report is annexed or not.

6. Investment of Deposit

If this Contract states that the deposit is to be invested then the parties direct the deposit holder to invest the deposit (at the risk of the party who becomes entitled to it) with an Australia Bank nominated by the Vendor in an interest bearing account in New South Wales, payable at call, with interest to be reinvested; and pay the net interest, after deduction of all proper bank or government charges, fees or taxes, to the parties equally if this Contract is completed, or otherwise to the party entitled to the deposit.

7. Incapacity (Individual)

If before completion either party (being an individual)

- (a) dies, or
- (b) loses the capacity to complete the Contract, or

(c) is made bankrupt,

the other party may rescind this Contract in accordance with Clause 19 of the printed conditions.

8. Incapacity (Company)

If before completion either party (being a company):

- (a) resolves to go into liquidation, or
- (b) has an application for its winding up filed, or
- (c) enters into a scheme of arrangement with its creditors, or
- (d) has a liquidator, receiver, receiver and manager, official manager or administrator appointed to it,

the other party may rescind this Contract in accordance with Clause 19 of the printed conditions.

9. Interest on Purchase Money

- (a) If completion does not take place on the completion date specified by the contract, except by the fault of the Vendor, the Purchaser shall (in addition to the balance of purchase price and any other interest or other sums which may be payable to the Vendor) pay:
 - 1) Interest on the balance of purchase moneys at the rate of twelve (12%) per annum calculated on a daily basis from the completion date to the actual date of completion (both dates are inclusive); and
- (b) Payment of interest in accordance with this clause is an essential term of this Contract.
- (c) The Vendor shall not be obliged to settle unless this amount is tendered at the time of completion.
- (d) The Purchaser hereby acknowledges that interest at the rate specified above represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place on or before the completion date.

10. Notice to Complete

- (a) The parties hereto acknowledge and agree that either party is entitled to issue a notice to complete making time of the essence for completion of this Contract, then not less than fourteen days (excluding the date on which that notice is given), is a reasonable period to allow for completion in that notice.
- (b) It is an essential term of this agreement that if the Vendor serves upon the Purchaser a notice to complete the Purchaser shall pay to the Vendor on completion \$440.00 (inclusive of GST) to cover the Vendor's legal costs and associated expenses incurred in the preparation and service of a notice to complete.

11. Services

The property is sold and the Purchaser shall take title thereto subject to and no objection or requisition or claim shall be made by the Purchaser in respect of the following matters:

- (a) any mains, wires or connections of any authority responsible for the provision of water, sewerage, drainage, electricity, gas or telephone passing through the property or the common property.
- (b) the copy sewerage service diagram, if any, annexed hereto and any matter or thing referred to therein or arising thereout.

12. Tax File Numbers

- (a) Each party will provide his, hers or its tax file number to the deposit holder on or before the date of this contract and authorises the deposit holder to give such tax file numbers to the institution with which the deposit is to be invested.
- (b) If either party does not give his, hers or its tax file number to the deposit holder then the deposit holder is authorised and directed to deduct any and all withholding tax charged against any interest earned by reason of such failure, from that party's proportion of interest earned on the investment of the deposit.

13. Finance Approval

- (a) The Purchaser warrants that prior to the date of this Contract the Purchaser has obtained finance or credit on reasonable terms or does not require finance to complete this Contract.
- (b) For the purposes of this Special Condition 13 "credit" has the same meaning as given to it in Section 4 (1) of the Consumer Credit (New South Wales) Code.
- (c) The Vendor in entering into this Contract relies on the warranty given by the Purchaser pursuant to Special Condition 13 (a).

14. Stamp Duty

The Purchaser must:

- (a) pay all stamp duties which are payable in connection with this Contract; and
- (b) indemnify the Vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosure to the Office of State Revenue in relation to those duties.

15. Approvals of Authorities

- (a) The Purchaser represents and warrants to the Vendor that:
 - 1) it has satisfied itself as to the terms and conditions on which all relevant authorities approved of the construction of the improvements situated on the Property; and

- 2) the Purchaser has made its own independent enquiries to ascertain the terms and conditions on which all relevant authorities have approved of the construction of the improvements upon the Property.
- (b) Without limiting the generality of Special Condition 15 (a) hereof, any warranties or representations made or given by or on behalf of the Vendor, express or implied in respect of the terms and conditions of approvals referred to in Special Condition 15 (a) are not relied upon by the Purchaser in inducing it to enter into this Contract.
- (c) The Purchaser indemnifies the Vendor from and against all actions, claims, costs, damages, expenses, judgments, losses, orders, proceedings, summons suits and writs of any nature whatsoever arising out of or in connection with anything done or omitted to be done after the date of completion in respect of the approvals referred to in Special Condition 15 (a) and may not:
 - 1) make any objection, requisition, or claim for compensation; or
 - 2) delay completion; or rescind or terminate,this Contract by reason of any term or condition of any approval referred to in Special Condition 15 (a) or in respect of any other matter or thing referred to in this Special Condition 15.

16. Fixtures and Fittings Excluded

The Purchaser hereby acknowledges that the plant, fixtures and fittings (if any) more particularly described beside the heading exclusions on the front page of this Contract are excluded from the sale.

17. Representations and Warranties

The Purchaser represents and warrants that:

- (a) it has in full force and effect the authorisations necessary to enter into this Contract and any related agreement, observe obligations under them and allow them to be enforced;
- (b) it is not entering into this Contract as a trustee.

18. Improvements

The Purchaser may not make any objection, requisition or claim or delay completion of or terminate or rescind this Contract because the Vendor cannot give the Purchaser information about who erected the improvements on the Property or because the improvements were erected by an unlicensed or unauthorised person.

19. Guarantee

- (a) If the Purchaser is a company (other than a company listed in the Australian Stock Exchange), the performance of the Purchaser's obligations under this Contract must be guaranteed by the Guarantor.
- (b) For the purposes of this Contract, Guarantor, means either:
 - 1) two directors of the Purchaser;

- 2) a director and secretary of the Purchaser; or
 - 3) the sole director and secretary of the Purchaser (as appropriate).
- (c) The Guarantor must execute this Contract and by the Guarantor's execution of this agreement, acknowledges incurring obligations and giving rights under the guarantee and indemnity in this Special Condition 19 for valuable consideration from the Vendor including without limitation, the agreement of the Vendor to enter into this agreement at the request of the Guarantor.
- (d) The covenants, guarantees and indemnities in this Special Condition are Severable.
- (e) The Guarantor unconditionally and irrevocably guarantees to the Vendor:
- 1) the payment to the Vendor of the balance of the purchase price by the Purchaser;
 - 2) the payment to the Vendor of every other amount payable by the Purchaser under this Contract, and
 - 3) the performance of the Purchaser's obligations under this Contract
- (f) The Guarantor indemnifies the Vendor against any claim or action and costs arising there from in connection with or arising from any breach or default or attempted breach or default by the Purchaser of its obligations under this Contract.
- (g) This guarantee and indemnity:
- 1) is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation however created or arising;
 - 2) may be enforced against the Guarantor without the Vendor first being required to exhaust any remedy it may have against the Purchaser;
 - 3) is irrevocable and will remain in full force and effect until discharged and will bind the estates of the Guarantors.
- (h) The Guarantor must pay on demand any money due to the Vendor by reason of this indemnity including the balance of the purchase price, the adjustments due to the Vendor and interest payable by the Purchaser to the Vendor.
- (i) The Guarantor is jointly and severally with the Purchaser liable to the Vendor for:
- 1) the Purchaser's observance and performance of its obligations under this Contract; and
 - 2) any damage incurred by the Vendor as a result of the Purchaser's failure to observe and perform its obligations under this Contract or its default under this Contract or the termination of this Contract by the Vendor.

- (j) The Guarantor must pay the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of a right of the Vendor under this Special Condition.
- (k) The Guarantor's obligations are not affected if:
 - 1) the Vendor releases or enters into a composition with the Purchaser;
 - 2) a payment made to the Vendor is later avoided; or
 - 3) the Vendor assigns or transfers the benefit of this Contract.
- (l) If the Vendor assigns or transfers the benefit of this Contract, the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.
- (m) The obligations of the Guarantor under this clause are not released discharged or otherwise affected by:
 - 1) failure by one or more Guarantors to have executed this guarantee and indemnity, validly or otherwise;
 - 2) the grant of any time, waiver, covenant not to sue or other indulgence;
 - 3) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person, the release or discharge of any person;
 - 4) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - 5) a variation of this Contract including a variation in the date of completion of this Contract, any moratorium or other suspension of a right, power, authority, discretion, remedy conferred on the Vendor by this Contract, a statute, a court or otherwise;
 - 6) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
 - 7) the Purchaser becoming insolvent, going into liquidation, official management, receivership, arrangement, administration or winding up, or
 - 8) a receiver and/or manager, liquidator, administrator, or other similar person being appointed in respect of the Purchaser or any of its assets or undertakings.
- (n) Any failure by the Purchaser to comply with Special Condition shall constitute a breach of this Contract entitling the Vendor to terminate this Contract.

20. General

Entire Agreement

This Contract constitutes the entire agreement of the parties about the subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

Particulars of title

The Purchaser acknowledges that the particulars of title set out in this Contract are sufficient to enable the Purchaser to prepare the transfer and the Purchaser may not request the Vendor to provide the Purchaser with any further statement of the Vendor's title to the property.

Conflict with the Printed Conditions

In the event of any conflict between the provisions of these additional Special Conditions and those contained in the printed conditions of this Agreement, these Special Conditions will prevail.

Obligations

Each obligation, representation, warranty, covenant, agreement, undertaking, acknowledgement, and indemnity ("Obligation") of the Purchaser in this Contract is a continuing Obligation and survives completion, rescission or termination (whichever in fact occurs). It is not necessary for the Vendor to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.

Headings

Headings are inserted for convenience and do not affect the interpretation of this Contract.

Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of New South Wales and each of the parties submits to the jurisdiction of the courts of New South Wales.

21. Interpretation

In this Contract unless the contrary intention appears:

- (a) a reference to this agreement or another instrument includes any variation or replacement of any of them,
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa
- (d) the word "person" includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (e) an agreement, representation, indemnity or warranty in favour of two or more persons is for the benefit of them jointly and severally;

- (f) an agreement representation, indemnity or warranty on the part of two or more persons binds them jointly and severally;
- (g) the word "person" includes a natural person, a firm, body corporate, an unincorporated association or an authority;
- (h) a reference to anything (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (i) words importing any gender shall include the other gender;
- (j) a reference to a clause or annexure or exhibit shall be construed as a reference to a clause annexure or exhibit to this Contract and references to this Contract shall include any annexures and exhibits.

22. Requisitions on Title

It has been agreed that the Requisitions on Title are as per enclosed with replies to these requisitions. The purchaser cannot make other Requisitions on Title and no further replies will be provided.

23. Transfer

If the transfer is not served from the purchaser to the vendor within 21 days prior to completion, the purchaser agrees to allow a fee of \$220.00 (GST inclusive) payable to the vendor's solicitor for the additional cost and time incurred to the vendor's solicitor by way of an allowance on settlement adjustment.

24. Release of Deposit

The purchaser agrees the deposit shall be released to the vendor after exchange if required by the vendor for the use in relation to the vendor's purchase of real estate, stamp duty or any other related payments.

25. Discrepancy at Settlement

Each party agrees that if on completion any adjustment of outgoings or any part of the sale price of the land, required to be made under the contract is overlooked or incorrectly calculated or an incorrect settlement cheque drawn, the party will forthwith upon being requested by the other party to make the correct calculation and pay such amount or amendments. This clause will not merge on completion.

26. Delayed Settlement

In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on the same day due to the purchaser and/or their mortgagee and through no fault of the vendor. In addition to any other monies due and payable by the purchaser on completion, the purchaser must pay an additional \$165.00 (GST inclusive) on settlement to the vendor to cover the legal costs and other expenses incurred in rescheduling the settlement booking as a consequence of the delay.

27. Section 184 / Section 26

The standard conditions clause 23.13 and clause 23.14 of the contract are deleted. The vendor is not obliged to provide a section 184 certificate of the Strata Management Act 1996 or a section 26 certificate of the Community Land Management Act 1989 and

the vendor authorises the purchaser to apply for such certificate at the purchaser's own costs.

28. Cooling Off Period

Should an extension of the Cooling Off Period be requested by the purchaser within 24 hours prior to the expiry of the Cooling Off Period, the purchaser agrees to pay the sum of \$110.00 (GST inclusive) to the vendor's solicitor, being a reasonable fee for the attendances of the vendor's solicitor in seeking instructions from the vendor and advising the purchaser of any such extension, by way of an allowance on settlement adjustment. This fee applies when the request is made and regardless of the grant of the extension.

SPECIAL CONDITIONS

Conditions of sale by auction

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer; and
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 2A, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.
-

2A. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a vendor as executor or administrator:

- (a) More than one vendor bid may be made to purchase interest of co-owner;
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the vendor; and
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

3. The following condition, in addition to those prescribed by subclause 1, is prescribed as applicable to and in respect of the sale by auction of livestock. The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor the full amount of the purchase price:

- (a) If that amount can reasonably be determined immediately after fall of hammer – before the close of the next business day following the auction; or
- (b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount;

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and notations and recorded as the owner of the property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?
 - (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

Survey and building

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

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. In relation to any swimming pool on the property or the parcel:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?

Owners corporation management

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

25. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 59/SP74790

SEARCH DATE	TIME	EDITION NO	DATE
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6/4/2023	9:43 AM	7	8/9/2018

LAND

LOT 59 IN STRATA PLAN 74790

AT MAROUBRA

LOCAL GOVERNMENT AREA RANDWICK

FIRST SCHEDULE

MANOHAR GILL

SUMAN PREET GILL

AS JOINT TENANTS

(T AB615996)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP74790

2 AC989673 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Suman Gill

PRINTED ON 6/4/2023



FOLIO: CP/SP74790

SEARCH DATE	TIME	EDITION NO	DATE
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6/4/2023	9:44 AM	9	30/6/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 74790
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MAROUBRA
LOCAL GOVERNMENT AREA RANDWICK
PARISH OF BOTANY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP74790

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 74790

ADDRESS FOR SERVICE OF DOCUMENTS:

THE OWNERS OF STRATA PLAN 74790

C/- STRATA PLUS PTY LTD

PO BOX H181

AUSTRALIA SQUARE, NSW 1215

SECOND SCHEDULE (35 NOTIFICATIONS)

- 1 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER
DESCRIBED IN THE TITLE DIAGRAM
- 2 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN WITHIN THE PART(S) SHOWN SO
INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S) & MEMORANDUM
S700000A
- 3 DP852031 EASEMENT FOR DRAINAGE OVER EXISTING LINE OF PIPES
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP852031 EASEMENT FOR DRAINAGE VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP852031 EASEMENT FOR DRAINAGE 10.29 WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP852031 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE LAND
SHOWN SO BURDENED IN DP1071735
- 7 DP266786 RIGHT OF CARRIAGEWAY 12.19 WIDE AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 H931040 COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN
DP1071735
- 9 DP620388 EASEMENT FOR DRAINAGE 3 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1071735 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE

END OF PAGE 1 - CONTINUED OVER

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FOLIO: CP/SP74790

PAGE 2

SECOND SCHEDULE (35 NOTIFICATIONS) (CONTINUED)

-
- OF THE LOT
- 11 DP1071735 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1071735 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT
- 13 DP1071735 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1071735 RIGHT OF USE OF FIRE STAIRS AND EXITS AFFECTING THE WHOLE OF THE LOT
- 15 DP1071735 RIGHT OF USE OF FIRE STAIRS AND EXITS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1071735 RIGHT TO USE AND ACCESS LOADING DOCK (A) (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 DP1071735 RIGHT TO USE AND ACCESS GOODS LIFT (B) (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18 DP1071735 RIGHT OF ACCESS VARIABLE WIDTH (C) (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 19 DP1071735 RIGHT OF ACCESS VARIABLE WIDTH (C) (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 20 DP1071735 EASEMENT FOR ACCESS AND CONSTRUCTION AFFECTING THE WHOLE OF THE LOT
- 21 DP1071735 EASEMENT FOR ACCESS AND CONSTRUCTION APPURTENANT TO THE LAND ABOVE DESCRIBED
- 22 DP1071735 RIGHT OF ACCESS VARIABLE WIDTH (E) (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 23 DP1071735 RESTRICTION(S) ON THE USE OF LAND (STORM WATER)
- 24 DP1071735 POSITIVE COVENANT (STORM WATER) REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
- 25 DP1071735 POSITIVE COVENANT REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
- 26 DP1071735 RIGHT OF ACCESS PLANT ROOMS AFFECTING THE WHOLE OF THE LOT
- 27 DP1071735 RIGHT OF ACCESS PLANT ROOMS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 28 DP1071735 RIGHT TO USE LIFT (F) (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 29 DP1071735 RIGHT OF ACCESS VARIABLE WIDTH (G) (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 30 DP1071735 RIGHT OF ACCESS VARIABLE WIDTH (G) (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 31 SP74378 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT IMPLIED BY SECTION 8AA OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP74378
- 32 SP74378 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP74378

END OF PAGE 2 - CONTINUED OVER

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FOLIO: CP/SP74790

PAGE 3

SECOND SCHEDULE (35 NOTIFICATIONS) (CONTINUED)

AD484733 AMENDMENT TO STRATA MANAGEMENT STATEMENT
 AG304689 AMENDMENT TO STRATA MANAGEMENT STATEMENT SEE
 AMENDMENTS FILED WITH REQUEST

33 SP74405 EASEMENT FOR CARPARKING VARIABLE WIDTH APPURTENANT
 TO THE LAND ABOVE DESCRIBED

34 AN130732 INITIAL PERIOD EXPIRED

35 AS263196 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 74790

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 57	2	- 57	3	- 76	4	- 76
5	- 57	6	- 56	7	- 104	8	- 72
9	- 74	10	- 69	11	- 53	12	- 53
13	- 95	14	- 53	15	- 53	16	- 71
17	- 71	18	- 72	19	- 54	20	- 99
21	- 68	22	- 70	23	- 66	24	- 50
25	- 50	26	- 91	27	- 54	28	- 54
29	- 72	30	- 72	31	- 74	32	- 72
33	- 82	34	- 72	35	- 51	36	- 75
37	- 100	38	- 69	39	- 71	40	- 67
41	- 51	42	- 51	43	- 93	44	- 55
45	- 55	46	- 74	47	- 74	48	- 75
49	- 74	50	- 83	51	- 70	52	- 50
53	- 66	54	- 102	55	- 70	56	- 72
57	- 68	58	- 52	59	- 52	60	- 94
61	- 56	62	- 56	63	- 76	64	- 76
65	- 78	66	- 76	67	- 85	68	- 74
69	- 51	70	- 67	71	- 104	72	- 72
73	- 74	74	- 70	75	- 53	76	- 53
77	- 96	78	- 59	79	- 74	80	- 109
81	- 79	82	- 81	83	- 79	84	- 89
85	- 77	86	- 52	87	- 69	88	- 106
89	- 75	90	- 67	91	- 79	92	- 60
93	- 76	94	- 112	95	- 82	96	- 83
97	- 81	98	- 92	99	- 80	100	- 53
101	- 70	102	- 112	103	- 78	104	- 70
105	- 81	106	- 61	107	- 78	108	- 118
109	- 86	110	- 88	111	- 86	112	- 96
113	- 82	114	- 54	115	- 73	116	- 123
117	- 83	118	- 73	119	- 83	120	- 63
121	- 81	122	- 123	123	- 90	124	- 91
125	- 89	126	- 102	127	- 87	128	- 56
129	- 75	130	- 133	131	- 88	132	- 76
133	- 87						

END OF PAGE 3 - CONTINUED OVER

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PAGE 4

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

Strata Certificate

Where a Strata Management Scheme is being established, the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves the proposed:

strata plan/strata plan of subdivision

illustrated in the instrument to this certificate.

The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that of conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

The strata plan/strata plan of subdivision is part of a development scheme. The council/accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development and contract to which it relates.

The council does not object to the encroachment of the building beyond the alignment of

The accredited certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

This approval is given on the condition that the use of lot(s)..... (being utility lot/s designed to be used primarily for the storage or accommodation of books, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 88 of the Strata Schemes (Leasehold Development) Act 1986.

Date: 18/4/05

Subdivision No. 108/2005

Accreditation No. P84 008

Relevant Development Consent No. 222/2003/A

Issued By: RAULWICK CITY

COUNCIL

Signature of Accredited Certifier

Surveyors Certificate

I, MARK JOHN ANDREW

of LEVEL 5, 17 RANDLE STREET

SURRY HILLS NSW 2010

a surveyor registered under the Surveying Act, 2002, hereby certify that:

(1) each applicable requirement of

* Schedule 1A to the Strata Schemes (Freehold Development) Act, 1973

* Schedule 1A to the Strata Schemes (Leasehold Development) Act, 1986

has been met

(2) (a) the building encroaches on a public place:

(b) the building encroaches on land (other than a public place) in respect of which encroachment on appropriate easement: *has been created by registered +

*is to be created under section 88B of the Conveyancing Act, 1919

(3) the survey information recorded in the accompanying location plan is accurate

Signature: M J Andrew

Date: 15/4/2005

* Delete if inapplicable

* State whether dealing or plan, and quote registered number

THIS IS SHEET 1 OF MY PLAN IN 15 SHEETS

* Model By-laws adopted for this scheme - Keeping of Animals : Option A/B/C

* Schedule of By-laws in 40 sheets filed with plan

* No By-laws apply

* Strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

LOT	U.E.	LOT	U.E.	LOT	U.E.	LOT	U.E.	LOT	U.E.
1	57	28	54	55	70	82	81	109	86
2	57	29	72	56	72	83	79	110	88
3	76	30	72	57	68	84	89	111	86
4	76	31	74	58	52	85	77	112	96
5	57	32	72	59	52	86	52	113	82
6	56	33	82	60	94	87	69	114	54
7	104	34	72	61	56	88	106	115	73
8	72	35	51	62	56	89	75	116	123
9	74	36	75	63	76	90	67	117	83
10	69	37	100	64	76	91	79	118	73
11	53	38	69	65	78	92	60	119	83
12	53	39	71	66	76	93	76	120	63
13	95	40	67	67	85	94	112	121	81
14	53	41	51	68	74	95	82	122	123
15	53	42	51	69	51	96	83	123	90
16	71	43	93	70	67	97	81	124	91
17	71	44	55	71	104	98	92	125	89
18	72	45	55	72	72	99	80	126	102
19	54	46	74	73	74	100	53	127	87
20	99	47	74	74	70	101	70	128	56
21	68	48	75	75	53	102	112	129	75
22	70	49	74	76	53	103	78	130	133
23	66	50	83	77	96	104	70	131	88
24	50	51	70	78	59	105	81	132	76
25	50	52	50	79	74	106	61	133	87
26	91	53	66	80	109	107	78		
27	54	54	102	81	79	108	118		

AGGREGATE: 10000

PLAN OF SUBDIVISION OF LOT 7 D.P. 1071735

L.G.A.: RANDWICK

Suburb/Locality: MAROUBRA

Parish: BOTANY

County: CUMBERLAND

Name of, and address for service of notices on, the owners corporation (Address required on original strata plan only)

THE OWNERS
STRATA PLAN No. 74790
1 BRUCE BENNETTS PLACE
MAROUBRA 2035

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

EXECUTED BY CRYSTAL PTY LIMITED
ABN 97 011 426 564 in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by the authority of its sole director and company secretary

DAVID G. BOYER

EXECUTED BY ALPINE HOTELS PTY LIMITED
ABN 002 250 830 in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by the authority of its sole director and sole company secretary

DAVID G. BOYER

EXECUTED BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ACN 005 357 522)
SIGNED BY ITS ATTORNEY NOMINATED COTTERELL WHO CERTIFIES THAT HE IS INDIVIDUAL PROPERTY AND CONSIDERATION NAME ALIBRA TO POWER OF ATTORNEY REGISTERED NO 564 BOOK 4388

Signed in the Presence of

ANITA DINE HURSTON
BANK OFFICER

EXECUTED BY AMZ FIDUCIARY SERVICES PTY LIMITED
(ABN 91 000 709 493) SIGNED BY ITS ATTORNEY ANTHONY HEDDER WHO CERTIFIES HE IS MANAGER TRANSFERRED MANAGEMENT ASSISTANT TO POWER OF ATTORNEY BOOK 4995 NO 534

Signed in the Presence of

SHARON LOVELY
BANK OFFICER

Signature of Witness
Christopher Ringland

Signature of Attorney
Kylie Arthro

Signed in my presence for and on behalf of Perpetual Nominees Limited (A.C.N. 000 733 700) by its Attorneys
..... A/MANAGER ANESA SALES MANAGER who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 22/03/02..... (Registration No. 433422/4465) and that he/she has no notice of the revocation of the power.

Signature of Witness
Christopher Ringland
Full name of Witness
Signature of Attorney
Kylie Arthro

THIS SCHEME IS AFFECTED BY A STRATA MANAGEMENT STATEMENT OF 179 SHEETS SP74790

SP74790

Registered : 12-05-2005

Purpose : STRATA PLAN

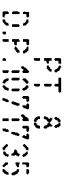
Ref. Map : RAUDWICK S4T 29

Lost Plan : (DP 218552)

DP 1071735

SP74790

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- CS - DENOTES CARSPACES

Lengths are in metres

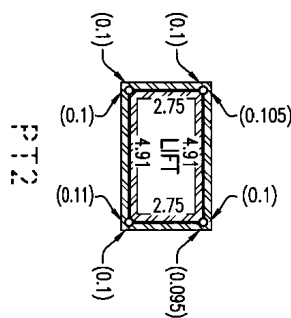
Authorized Person/General Manager/Accredited Certifier

LOCATION PLAN

GROUND LEVEL

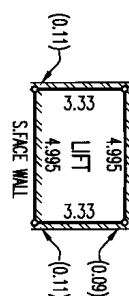
BRUCE BENNETTS PLACE

D.P.1071735



SP74790

D.P.1071735

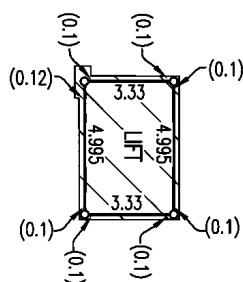
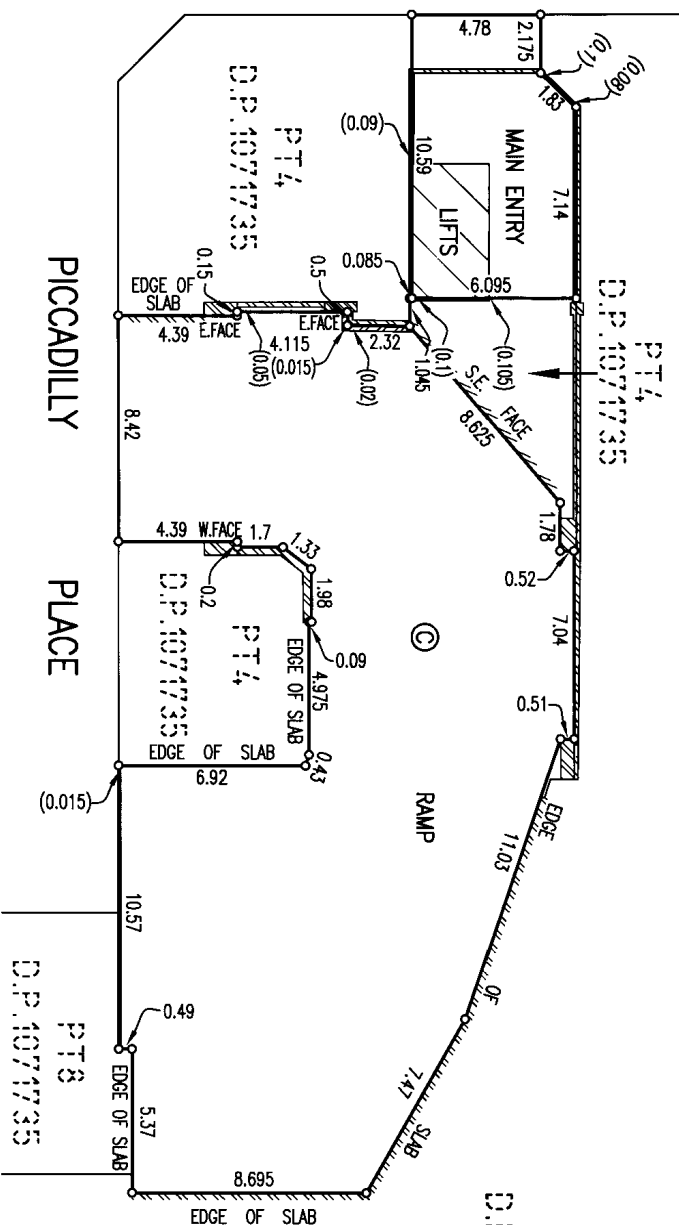


PICCADILLY PLACE

BASEMENT LEVEL 1

BRUCE BENNETTS PLACE

PICCADILLY PLACE



© - RIGHT OF ACCESS VAR. WIDTH (VDE D.P.1071735)

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Notified Officer

- (N) - RIGHT OF CARRIAGEWAY 12.19 WIDE (WIDE D.P.266786)
- (X) - EASEMENT FOR DRAINAGE VAR. WIDTH (WIDE D.P.852031)
- (Y) - EASEMENT FOR DRAINAGE VAR. WIDTH (WIDE D.P.852031)
- (Z) - EASEMENT FOR DRAINAGE 10.29 WIDE (WIDE D.P.852031)

LOCATION PLAN

LEVEL 1 & ABOVE

SP74790

S.P. 74405

PT 5

S.P. 74378

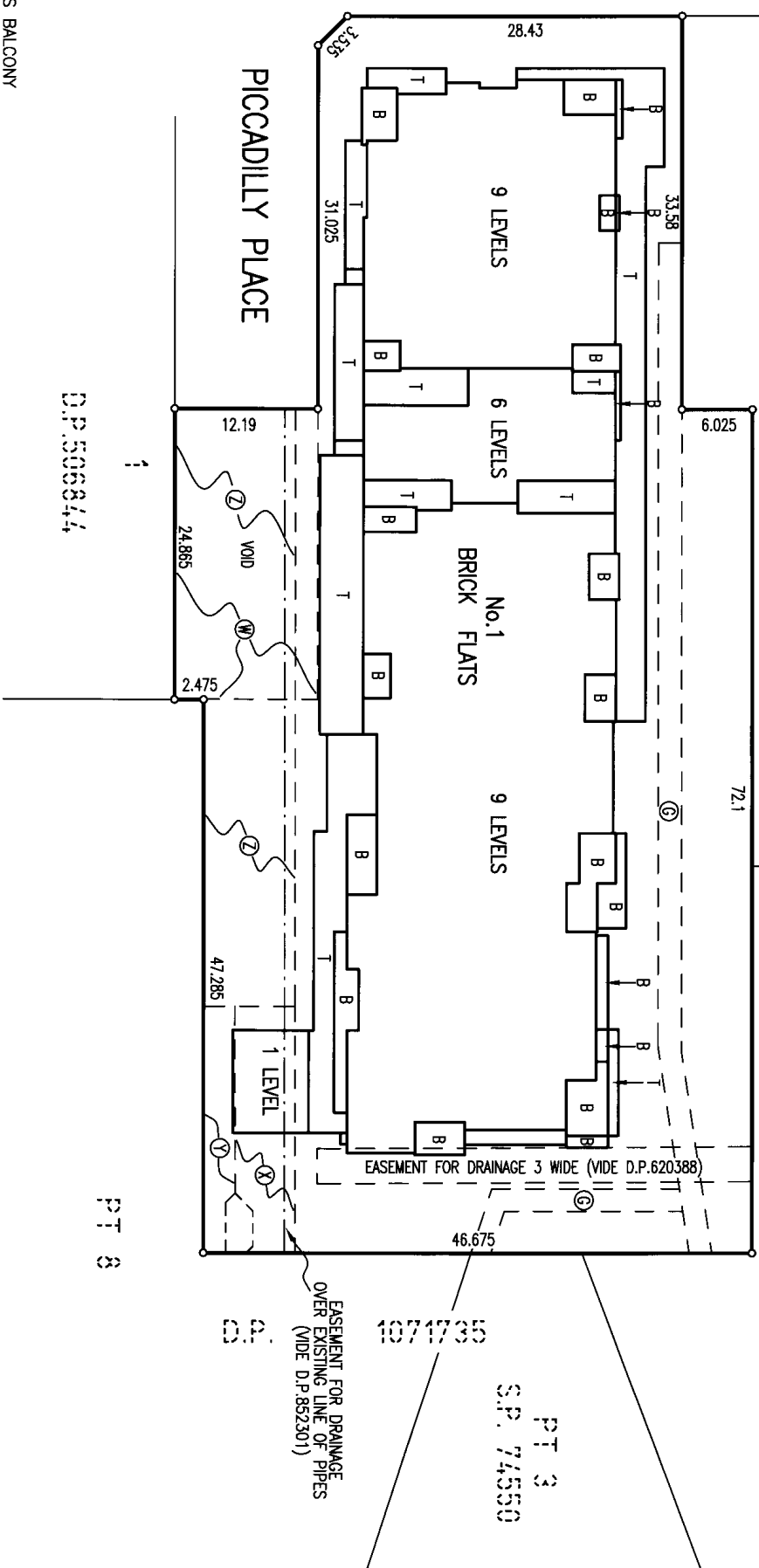
PT 6

D.P.

1071735

BRUCE BENNETTS PLACE

PICCADILLY PLACE



D.P.506844

B - DENOTES BALCONY
T - DENOTES TERRACE

(C) - RIGHT OF ACCESS VAR. WIDTH (LIMITED IN STRATUM) (WIDE D.P.1071735)

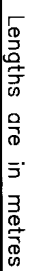
Reduction Ratio 1 : 400

Lengths are in metres

Registered Surveyor
A. S. Khan

Authorised Person/General Manager/Authorized Officer
[Signature]

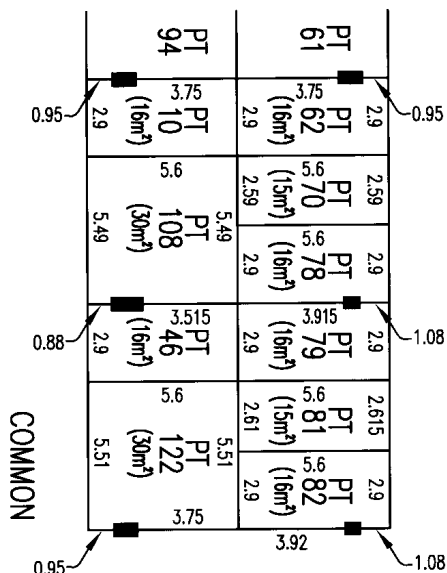
SP74790



SURVEYOR'S REFERENCE : 020322 SP

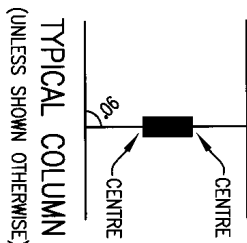
SHEET 3 ADJOINS

COMMON PROPERTY

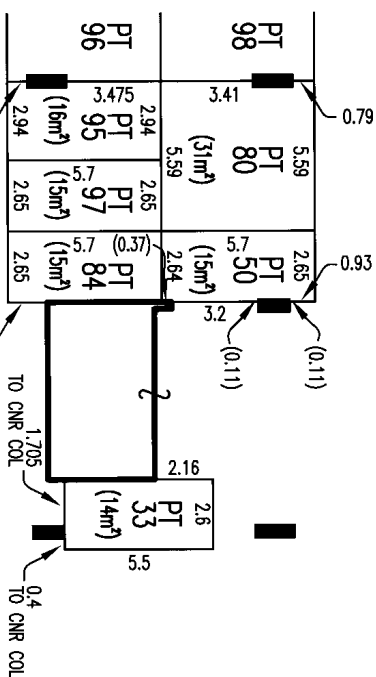


BASEMENT LEVEL 2

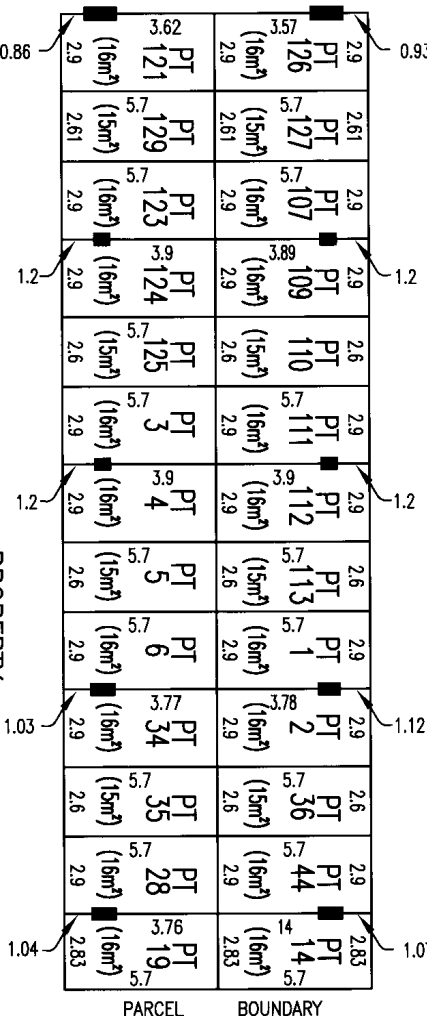
SP74790



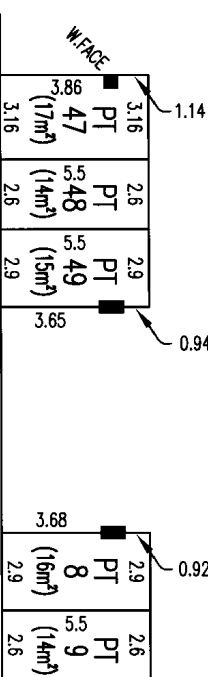
COMMON



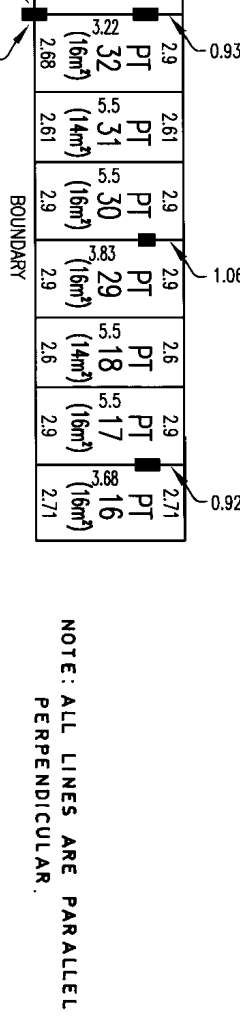
PROPERTY



COMMON



PROPERTY



PARCEL

BOUNDARY

NOTE: ALL LINES ARE PARALLEL AND PERPENDICULAR.

Reduction Ratio 1 : 200

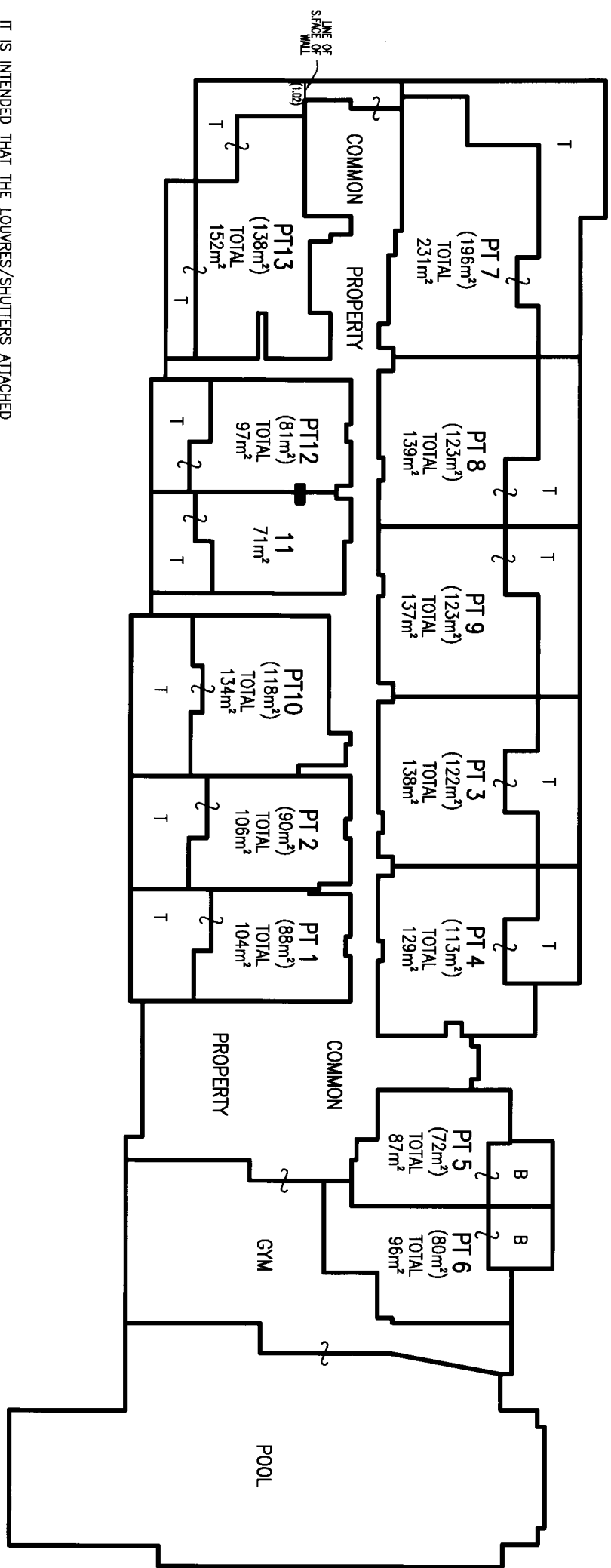
Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Notified Officer

LEVEL 1

SP74790



IT IS INTENDED THAT THE LOUVRES/SHUTTERS ATTACHED TO THE BALCONIES ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES & TERRACES, WHERE NOT COVERED, IS LIMITED TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

B - DENOTES BALCONY
T - DENOTES TERRACE

Reduction Ratio 1:250

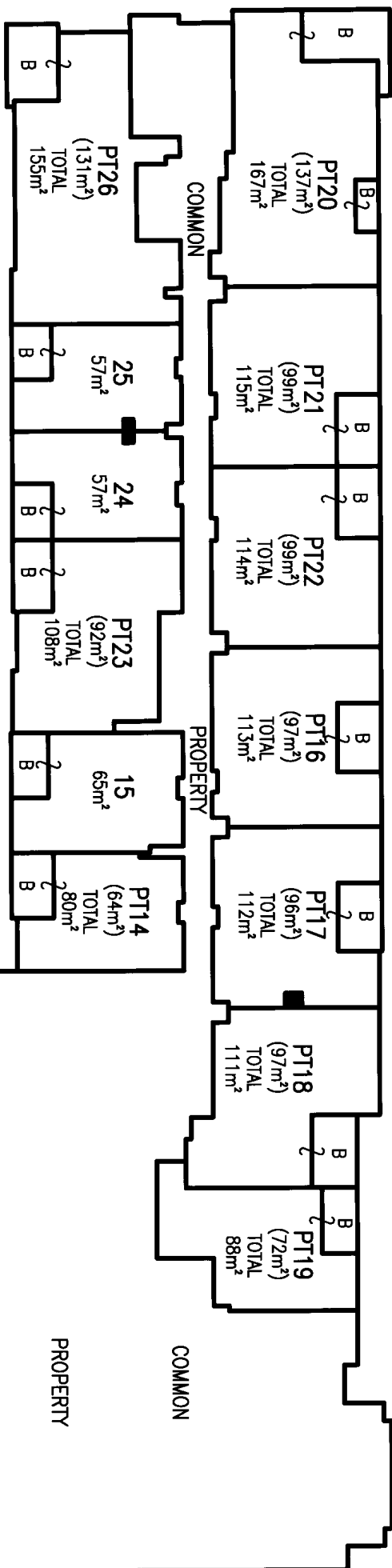
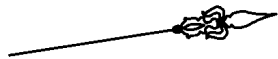
Lengths are in metres

Registered Surveyor
M. S. John

Authorised Person/General Manager/Accountant
[Signature]

LEVEL 2

SP74790



IT IS INTENDED THAT THE LOUVRES/SHUTTERS ATTACHED TO THE BALCONIES ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

B - DENOTES BALCONY

Reduction Ratio 1 : 250

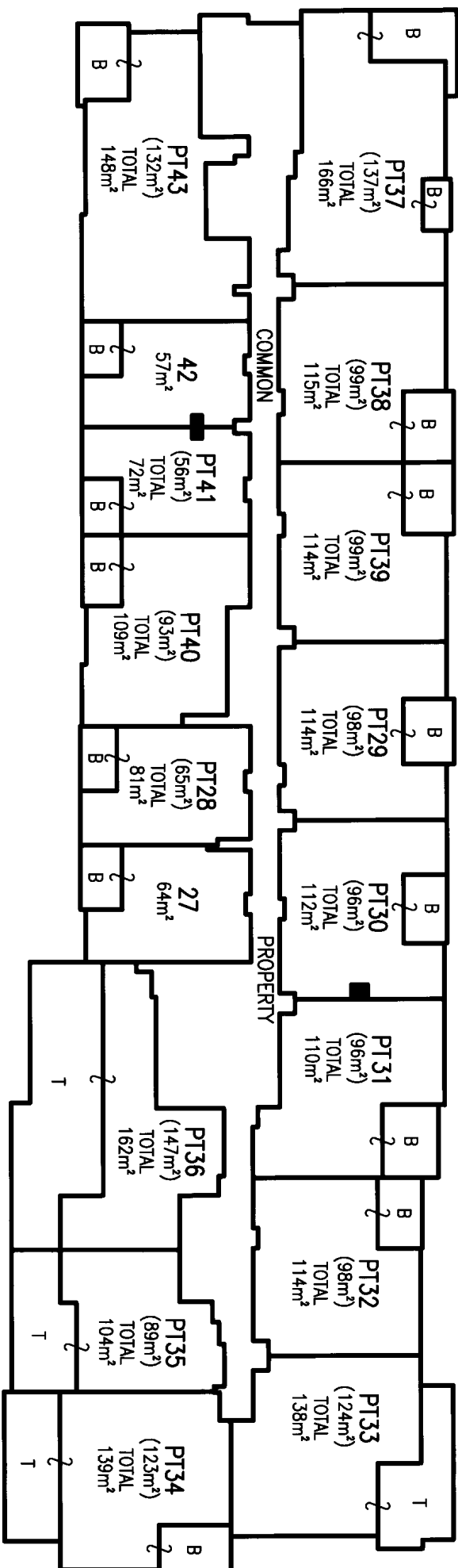
Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

LEVEL 3

SP74790



IT IS INTENDED THAT THE LOUVRES/SHUTTERS ATTACHED TO THE BALCONIES ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES & TERRACES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

B - DENOTES BALCONY
T - DENOTES TERRACE

Reduction Ratio 1 : 250

Lengths are in metres

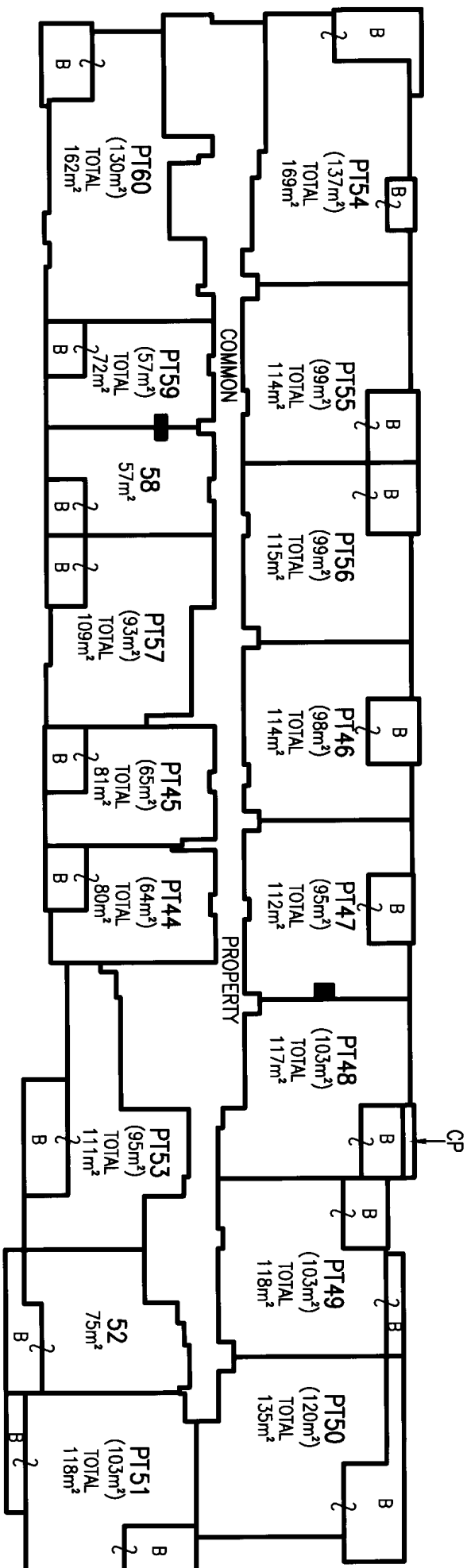
Registered Surveyor

M. S. Steiner

Authorised Person/General Manager/Accredited Certifier

LEVEL 4

SP74790



IT IS INTENDED THAT THE LOUVRES/SHUTTERS ATTACHED TO THE BALCONIES ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

Reduction Ratio 1 : 250

Lengths are in metres

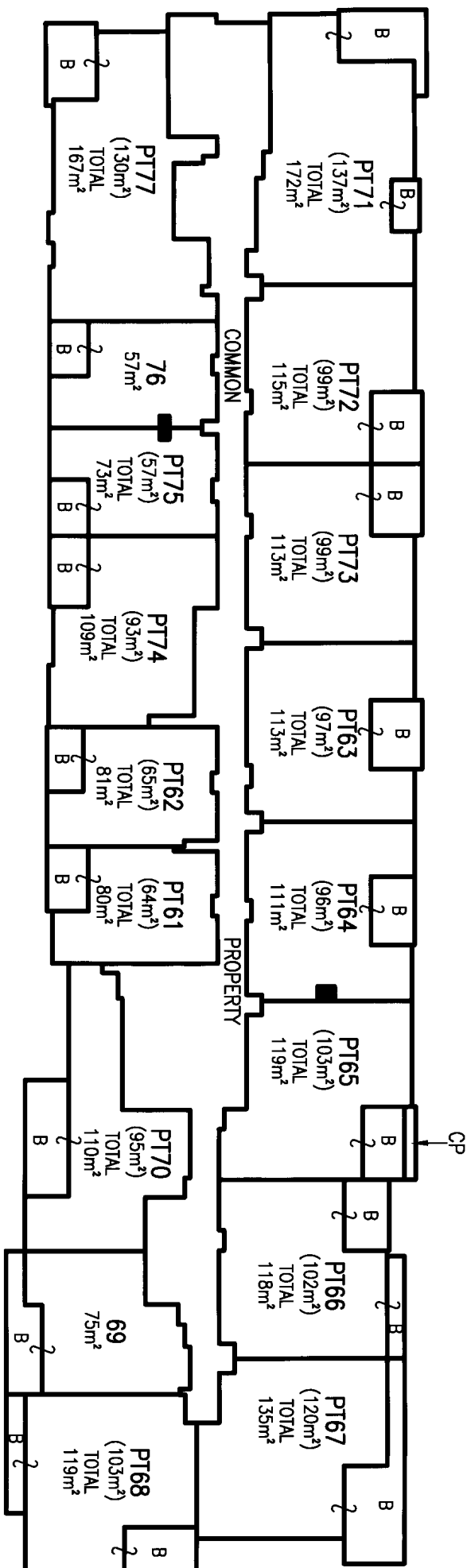
Registered Surveyor
M. S. Jahan

Authorised Forestry/General Manager/Accredited Certifier
[Signature]

SURVEYOR'S REFERENCE : 020322 SP

LEVEL 5

SP74790



IT IS INTENDED THAT THE LOUVRES/SHUTTERS ATTACHED TO THE BALCONIES ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

B - DENOTES BALCONY

Reduction Ratio 1 : 250

Lengths are in metres

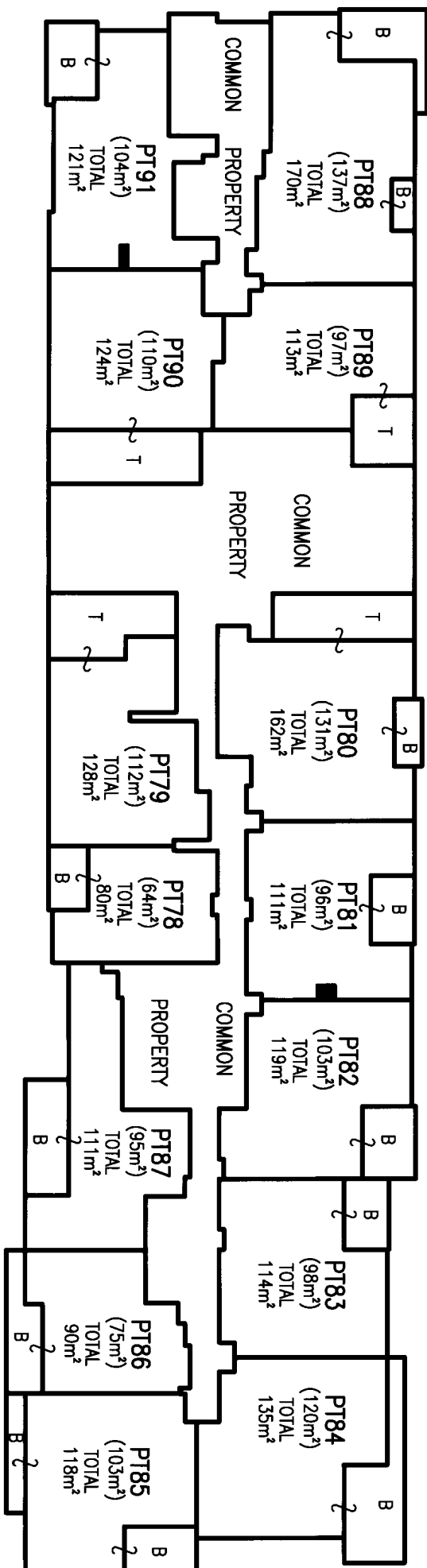
Registered Surveyor

M. S. Hudson

Authorised Person/General Manager/Accredited Certifier

LEVEL 6

SP74790



IT IS INTENDED THAT THE LOUVRES/SHUTTERS ATTACHED TO THE BALCONIES ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES & TERRACES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

B - DENOTES BALCONY
T - DENOTES TERRACE

Reduction Ratio 1: 250

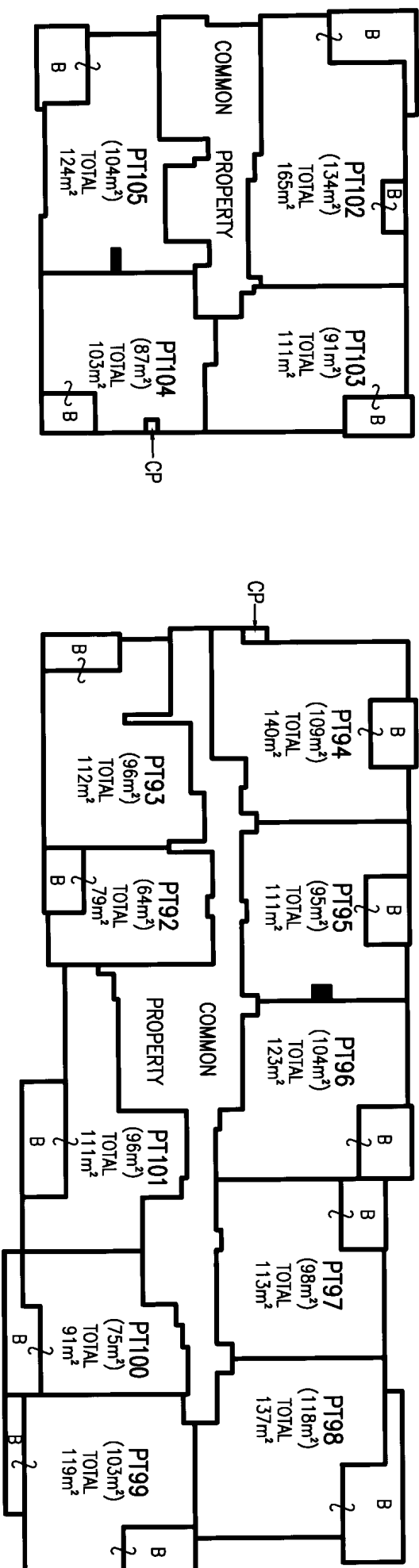
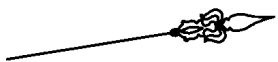
Lengths are in metres

Registered Surveyor
M. S. S. S. S.

Authorised Building/Consent Manager/Accredited Certifier
M. S. S. S. S.

LEVEL 7

SP74790



IT IS INTENDED THAT THE LOUVRES/SHUTTERS ATTACHED TO THE BALCONIES ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

Reduction Ratio 1 : 250

Lengths are in metres

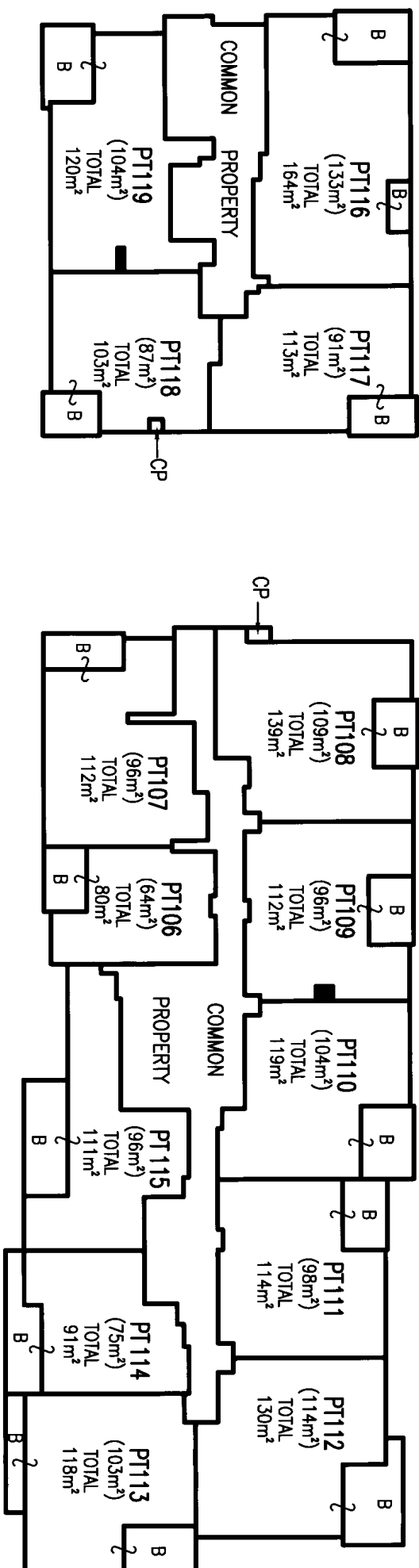
Registered Surveyor
M. S. Suman

Authorised Property General Manager/Accredited Certifier
M. S. Suman

SURVEYOR'S REFERENCE : 020322 SP

LEVEL 8

SP74790



IT IS INTENDED THAT THE LOUVRES/SHUTTERS ATTACHED TO THE BALCONIES ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

Reduction Ratio 1: 250

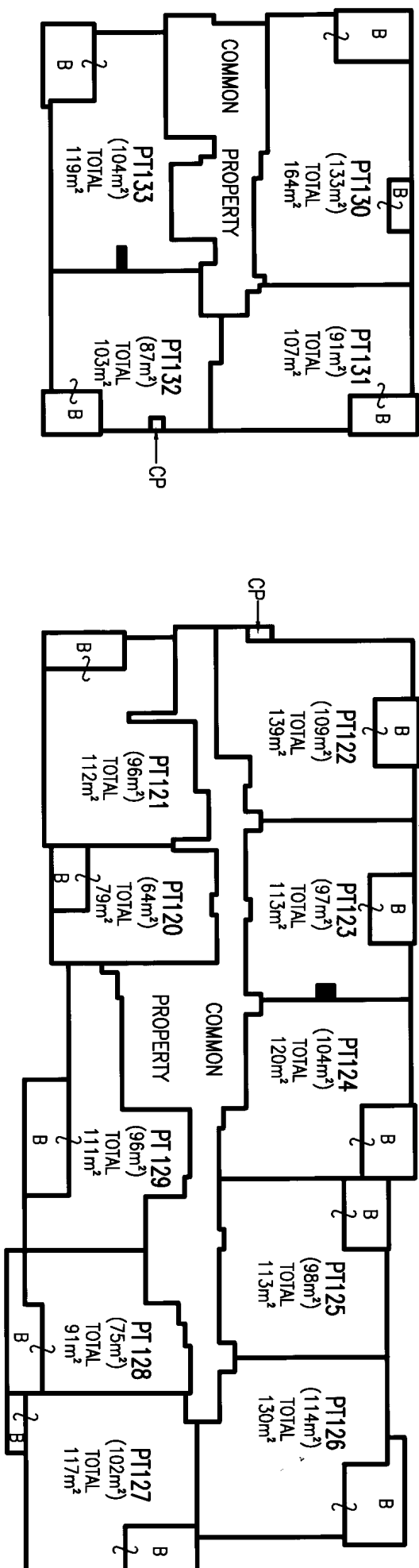
Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

LEVEL 9

SP74790



IT IS INTENDED THAT THE LOUVRES/SHUTTERS ATTACHED TO THE BALCONIES ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

Reduction Ratio 1 : 250

Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/ Accredited Contractor

MALLESONS STEPHEN JAUQUES

SP74790

By-Laws for Panorama, Pacific Square

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By-Laws for Panorama, Pacific Square

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By-Laws for Panorama, Pacific Square

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1 About the by-laws

1.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of Panorama. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot in Panorama.

The by-laws are designed to maintain the quality of Panorama. They operate to enhance everyone's use and enjoyment of their Lot and the Common Property.

1.2 Who must comply with the by-laws?

Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws.

2 Exclusive Use By-Laws

2.1 Purpose of the Exclusive Use By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, an Exclusive Use By-Laws make Owners responsible for the Common Property that they exclusively use or have the benefit of.

2.2 Interpreting this by-law

In this by-law, "you" means an Owner who has the benefit of an Exclusive Use By-Law.

2.3 How to change an Exclusive Use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

2.4 Occupiers may exercise rights

You may allow the Occupier of your Lot to exercise your rights under an Exclusive Use By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Exclusive Use By-Law.

2.5 Regular accounts for your costs

If you are required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

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- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

2.6 Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under an Exclusive Use By-Law.

2.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under an Exclusive Use By-Law.

2.8 Additional insurances

In addition to your obligations under by-law 25 ("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for an insurance policy of the Owners Corporation caused as a result of exercising your rights or performing your obligations under an Exclusive Use By-Law.

3 Strata Management Statement

3.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting Panorama and the various components in Pacific Square. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including, but not limited to:

- (a) requirements for the use and operation of Shared Facilities including the Swimming Pool and Gym;
- (b) the apportionment of costs for Shared Facilities;
- (c) architectural standards and controls, which are generally contained in the Architectural Code in the Strata Management Statement;
- (d) insurance requirements for your and the Owners Corporation.

3.2 Who must comply with the Strata Management Statement?

You and the Owners Corporation must comply with the Strata Management Statement.

3.3 Copies of the Strata Management Statement

Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost).

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3.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting Panorama and the residential and other commercial components in Pacific Square. The Owners Corporation is a member of the Building Management Committee.

3.5 Appointing a Representative and Substitute Representative

The Executive Committee may:

- (a) appoint a Representative and Substitute Representative from one or more of the members of the Executive Committee; and
- (b) terminate the appointment of a Representative or Substitute Representative at any time.

3.6 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the Owners Corporation, an Owner or an Occupier consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve the Owners Corporation, an Owner or an Occupier from obligations to obtain necessary consents under the Strata Management Statement.

3.7 Inconsistencies between the by-laws and the Strata Management Statement

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

4 Your behaviour

4.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier;
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property;
- (d) obstruct the legal use of Common Property by any person;
- (e) do anything in Panorama which is illegal;
- (f) do anything which might damage the good reputation of the Owners Corporation, Panorama or Pacific Square.

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4.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot;
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

4.3 Architectural Code

The Architectural Code for Pacific Square is in the Strata Management Statement. It applies to your Lot and to Panorama generally. You and the Owners Corporation must comply with the Architectural Code and obtain all necessary consents under the Architectural Code from Government Agencies and the Building Management Committee before you carry out any Building Works or other works in your Lot. Your obligations under the Architectural Code apply in addition to your obligations under the by-laws.

4.4 Some examples of when you will need consent under the Architectural Code

You must have consent from the Building Management Committee under the Architectural Code if you propose to:

- (a) carry out Building Works which will affect Shared Facilities or the External Appearance of Pacific Square; or
- (b) install an Airconditioning Unit in your Lot; or
- (c) place solar film or similar treatments on the internal or external surfaces of glass windows and doors in your Lot; or
- (d) install curtains, blinds, louvres, shutters, sun shades or other window and door treatments on or in your Lot if they have an appearance from outside Pacific Square which does not conform with the Architectural Code; or
- (e) install security doors or windows, screens, grilles, alarms or locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or Panorama; or
- (f) enclose a carspace in Panorama.

This is not a definitive list of when you will need to obtain consent from the Building Management Committee. Contact the Strata Manager if you want to confirm whether or not you will need consent.

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4.5 Easements

You must not breach any Easement affecting Lots, Common Property or any part of Pacific Square.

5 You are responsible for others

5.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the Strata Management Statement; and
- (b) make your visitors leave Panorama if they do not comply with the by-laws or the Strata Management Statement;
- (c) take reasonable care about who you invite into Panorama or Pacific Square;
- (d) accompany your visitors at all times, except when they are entering or leaving Panorama or Pacific Square.

You must not allow another person to do anything which you cannot do under the by-laws or the Strata Management Statement.

5.2 Requirements if you lease your Lot

If you lease or licence your Lot, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave Panorama.

6 Your Lot

6.1 What are your general obligations?

You must:

- (a) keep your Lot clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which services your Lot (whether or not you made the installation or alteration);
- (c) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect insurance policies or premiums for

insurances effected by the Owners Corporation. See by-law 25 ("Insurance premiums") for important information about increasing and paying for insurance premiums;

- (d) notify the Building Management Committee if you change the existing use of your Lot in a way which may affect its insurance policies or premiums. See by-law 25 ("Insurance premiums"); and
- (e) at your expense, comply with all laws about your Lot including, without limitation, requirements of Government Agencies.

6.2 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) carry out Building Works;
- (b) keep anything in your Lot which is visible from outside the Lot and is not in keeping with the appearance of Panorama;
- (c) attach or hang an aerial or wires outside your Lot or Panorama.

6.3 Floor coverings

If you are an Owner, you must keep the floors in your Apartment covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.

6.4 Changing floor coverings

You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

6.5 Cleaning windows

Subject to by-law 6.6 ("Rights of the Owners Corporation to clean windows"), you must clean the glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

6.6 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Panorama. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.5 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

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6.7 Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony or courtyard of your Apartment or in an area that is visible from outside your Apartment.

6.8 Right of owners corporation to enter your Lot

In addition to its rights under by-law 29 ("Failure to comply with by-laws"), the Owners Corporation has the right to enter your Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Management Act.

6.9 Right of the building management committee to enter your Lot

The Owners Corporation authorises the Building Management Committee to exercise its right to enter your Lot to operate, inspect, test, treat, use, maintain, repair or replace those items of Common Property in your Lot (or which are accessible through your Lot) which are Shared Facilities. The procedures with which the Building Management Committee must comply when it exercises this right are in the Strata Management Statement.

7 The Balcony of your Apartment

7.1 What may you keep on a Balcony?

You may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Apartment if:

- (a) it is a type approved by the Owners Corporation;
- (b) it is a standard commensurate with the standard of Panorama;
- (c) it will not (or is not likely to) cause damage;
- (d) it is not (or is not likely to become) dangerous.

You must not keep any other items on the Balcony of your Apartment except with the prior consent of the Owners Corporation.

7.2 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Apartment that are not Common Property.

7.3 Enclosing a Balcony

Subject to the Strata Management Statement, you must have consent from the Owners Corporation and Government Agencies to enclose the Balcony of your Apartment.

8 Storing and operating a barbeque

8.1 What are your rights and obligations?

You may store and operate a portable barbeque on the Balcony or Courtyard of your Apartment if:

- (a) it is a type approved under by-law 8.2 ("Types of portable barbeques");
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) you keep it covered when you are not operating it;
- (e) you keep it clean and tidy; and
- (f) you comply with this by-law.

8.2 Types of portable barbeques

You may store and operate the following types of portable barbeques on the Balcony or Courtyard of your Apartment:

- (a) a covered kettle style portable barbeque;
- (b) a covered gas or electric portable barbeque; or
- (c) any other type approved by the Owners Corporation.

You may not store or operate a portable barbeque on the Balcony or Courtyard of your Apartment if that portable barbeque has no cover.

8.3 Operating a portable barbeque

You may only operate your barbeque during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).

8.4 What if your barbeque interferes with someone else?

When you use a barbeque, you must not create smoke, odours or noise which interferes unreasonably with another Owner or Occupier.

9 Keeping an animal

9.1 What animals may you keep?

Subject to by-law 9.2 (“Guide or hearing dogs or other animals for a disability”), you may keep an animal in your Apartment with the Owners Corporation’s consent, which cannot unreasonably be withheld. The Owners Corporation impose conditions if it gives you consent to keep an animal according to this by-law.

9.2 Guide or hearing dogs or other animals for a disability

You may keep in your Apartment a guide dog or hearing dog or other animal trained to assist to alleviate the effect of a disability if you need the dog or other animal because of a visual disability, hearing disability or other disability.

9.3 How you must keep your animal

If you are permitted to keep an animal under by-law 9.1 (“What animals may you keep?”), you must:

- (a) control and restrain your animal (eg by keeping it on a leash, carrying or restraining in an appropriate pet cage) on Common Property;
- (b) clean and remove any mess left by your animal on Common Property;
- (c) ensure that your animal is registered as a “companion animal” under the *Companion Animals Act 1998* (NSW) (if required) and comply with *Companion Animals Act 1998* (NSW);
- (d) ensure that your animal does not wander into another Apartment or Common Property;
- (e) comply with any conditions imposed by the Owners Corporation in giving consent; and
- (f) ensure that your animal does not disturb any other Owners and Occupiers.

9.4 Your visitors

You must not allow your visitors to bring animals into Panorama unless the animals are guide dogs or hearing dogs or other animal trained to assist to alleviate the effect of a disability if your visitors need the dog or other animal because of a visual disability, hearing disability or other disability.

9.5 Animal may be removed

The Owners Corporation may order the removal of an animal from Panorama if:

- (a) the animal is unreasonably disturbing other Owners and Occupiers;

- (b) you do not comply with this by-law 9, the *Companion Animals Act 1998* (NSW) or a condition made by the Owners Corporation when it gave you consent to keep the animal;
- (c) the animal becomes offensive, vicious, aggressive, noisy or a nuisance; or
- (d) if you keep a dog, your dog is declared a “dangerous dog” under the *Companion Animals Act 1998* (NSW).

10 Erecting a sign

10.1 Signs in Apartments

The Architectural Code prohibits an Owner or an Occupier of an Apartment from erecting a sign in your Apartment or on Common Property. In addition, you must not erect a sign in any other part of your Lot.

10.2 Obligations of the owners corporation

The Owners Corporation must comply with the Strata Management Statement if it proposes to erect a sign on Common Property.

10.3 The Developer

While the Developer is an Owner, the Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display “For Sale” or “For Lease” signs on Common Property or in a Lot which the Developer owns or leases.

11 Fire control

11.1 What are your obligations?

You may keep flammable materials in your Apartment only if you:

- (a) use them in connection with the lawful use of your Apartment; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

You and the Owners Corporation must comply with laws about fire control.

11.2 Restrictions about fire safety

You must not:

- (a) keep flammable materials on Common Property;
- (b) interfere with fire safety equipment;
- (c) obstruct fire stairs or fire escapes; or
- (d) keep flammable materials in the carspace of your Lot.

12 Moving and delivering stock, furniture and goods

12.1 Moving in

You must make arrangements with the Owners Corporation and Facilities Manager at least 48 hours before you move in to or out of Panorama or move large articles (eg furniture) through Common Property. Shorter notice may be required if you need to use the Loading Dock (refer to clause 63 ("Using the Loading Dock Area") in the Strata Management Statement).

12.2 What are your obligations?

When you take deliveries or move furniture or goods through Panorama (including the delivery of stocks and goods), you must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
- (b) only do so within the permitted hours as determined by the Owners Corporation from time to time;
- (c) comply with the Strata Management Statement if you need to use the Loading Dock;
- (d) repair any damage you (or the person making the delivery) cause to Common Property or Pacific Square; and
- (e) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property or Pacific Square.

12.3 Role of the Caretaker

The Owners Corporation may appoint the Caretaker to assist it to perform its functions under this by-law. If this happens, you must:

- (a) make arrangements with the Caretaker when you move in or out of Panorama; and
- (b) comply with the reasonable requirements of the Caretaker when you take deliveries or move furniture or goods through Panorama.

12.4 Use of the Loading Dock

The Loading Dock at Pacific Square is a Shared Facility. Use of the Loading Dock is controlled by the Building Management Committee. You must comply with the Strata Management Statement if you propose to use the Loading Dock, including any requirement to:

- (a) make a reservation with the Building Management Committee (or the Facilities Manager if so directed by the Building Management Committee); and

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- (b) comply with the reasonable requirements of the Facilities Manager;
and
- (c) only use the Loading Dock within the permitted hours as determined
by the Building Management Committee or within the timeslot
reserved to you.

Your obligations in this by-law are in addition to your obligations in the
Strata Management Statement.

13 Parking on Common Property

Subject to your rights under the Strata Management Statement, you must:

- (a) have consent from the Owners Corporation to park or stand a vehicle
on Common Property;
- (b) not park or stand a vehicle on Shared Facility accessways within
Pacific Square.

You must not permit your visitors to park or stand a vehicle on any areas
within Pacific Square other than in the Retail Carpark.

14 Controlling traffic in Common Property

Subject to the Strata Management Statement, the Owners Corporation has the
power to:

- (a) impose a speed limit for traffic in Common Property;
- (b) impose reasonable restrictions on the use of Common Property
driveways and parking areas;
- (c) install speed humps and other traffic control devices in Common
Property;
- (d) install signs about parking; and
- (e) install signs to control traffic in Common Property and, in particular,
traffic entering and leaving Panorama.

15 How to dispose of your garbage

15.1 Strata Management Statement

Clause 61 ("Residential Garbage Storage and Removal") of the Strata
Management Statement sets out obligations of the Owners Corporation,
Owners and Occupiers about the disposal, storage and removal of residential
garbage. You and the Owners Corporation must comply with clause 61
("Residential Garbage Storage and Removal") of the Strata Management
Statement.

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15.2 General obligations

In addition to your obligations in the Strata Management Statement, you must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in the Common Property garbage chute room according to the Strata Management Statement); or
- (b) in an area of your Lot which is visible from outside your Lot.

15.3 What are your obligations?

You must:

- (a) drain and securely wrap your household garbage and put it in the garbage chute on your level of Panorama;
- (b) drain and clean bottles and make sure they are not broken before you place them in the area in the Common Property garbage chute room designated by the Owners Corporation for that purpose;
- (c) recycle your garbage according to instructions from the Owners Corporation, Building Management Committee and Council; and
- (d) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

15.4 Rules for using garbage chutes

You must not:

- (a) put bottles or glass in a garbage chute;
- (b) put liquids in a garbage chute;
- (c) put items that weigh more than 2.5 kilograms in a garbage chute; or
- (d) put boxes or large items in a garbage chute that might block it.

15.5 Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

16 Carrying out Building works

16.1 When do you need consent?

Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works. The Owners Corporation consent may include conditions.

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The Architectural Code also regulates proposed Building Works which affect Common Property, Shared Facilities and the External Appearance of Panorama and Pacific Square generally. If the proposed Building Works or other works affect Common Property, Shared Facilities or the External Appearance of Panorama, you must also obtain all necessary consents under the Architectural Code before you carry out the works.

16.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 10.3 ("The Developer");
- (b) alter or remove an Inter-Tenancy Wall according to by-law 17 ("Inter-Tenancy Walls"); or
- (c) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.

However, you must comply with by-laws 16.3 ("Procedures before you carry out Building Works") to 16.5 ("Making arrangements with the Owners Corporation") when you erect the sign or carry out the Building Works.

16.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation (unless exempted under by-law 16.2 ("When is consent not necessary?") and Government Agencies;
- (b) obtain necessary consents from the Building Management Committee and under the Architectural Code;
- (c) find out where service lines and pipes are located;
- (d) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

16.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation;

- (c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier;
- (d) comply with any conditions of the Owners Corporation attached to its approval; and
- (e) comply with any conditions of the Building Management Committee attached to its approval.

16.5 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access Panorama for purposes associated with those Building Works; and
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Panorama; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access Panorama.

16.6 Role of the Facilities Manager

The Owners Corporation may authorise the Caretaker or the Facilities Manager or both to review and make recommendations about applications for Building Works. The Owners Corporation may take those recommendations into account when it assesses an application.

17 Inter-Tenancy Walls

17.1 When may you alter or remove an Inter-Tenancy Wall?

Subject to this by-law, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the Lots separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Lot;
- (b) it is not a structural wall;
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Lots (including services to those Lots); and
- (d) you comply with the procedures in this by-law.

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Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

17.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Tenancy Wall provided that you comply with the requirements of by-law 17.1 ("When may you alter or remove an Inter-Tenancy Wall?"). However, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

17.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Tenancy Wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 17.1 ("When may you alter or remove an Inter-Tenancy Wall?");
- (b) if appropriate, comply with section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (c) comply with by-laws 16.3 ("Procedures before you carry out Building Works") to 16.5 ("Making arrangements with the Owners Corporation"); and
- (d) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

18 Agreement with the Caretaker

18.1 Purpose of the agreement

In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into agreements with a Caretaker to provide management and operational services for Panorama. The Caretaker may be (but does not have to be) the same person appointed as the Facilities Manager by the Building Management Committee.

18.2 Initial Period

The Owners Corporation may enter into agreements with a Caretaker during the Initial Period. If the Owners Corporation enters into an agreement with a Caretaker during the Initial Period:

- (a) the term of the agreement may be for any period permitted by law; and
- (b) the remuneration of the Caretaker under the agreement may be for the amount determined by the Owners Corporation (acting reasonably).

18.3 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Caretaker.

18.4 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation and a Caretaker must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Caretaker does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Caretaker to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

18.5 Duties of the Caretaker

The duties of a Caretaker under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee);
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) arranging for the inspection and certification of plant and equipment as required by the law;
- (e) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (f) co-ordinating the carrying out of Building Works;
- (g) managing the Security Key system and providing Security Keys according to the by-laws (other than performing functions of the Building Management Committee);
- (h) providing services to the Owners Corporation, Owners and Occupiers;
- (i) supervising employees and contractors of the Owners Corporation;
- (j) supervising Panorama generally; and
- (k) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Panorama.

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18.6 Agreements after the Initial Period

The Owners Corporation may, in its own right, enter into an agreement with the Caretaker from the date of the first annual general meeting of the Owners Corporation for a term of up to five years. The agreements may have provisions about the rights of the Caretaker to assign the agreement. The remuneration for the Caretaker is at the discretion of the Owners Corporation and the parties to the agreement.

18.7 Facilities Manager

The Owners Corporation must not appoint the Caretaker to perform functions which are (or will be) performed by the Facilities Manager appointed by the Building Management Committee.

19 Agreement with the Facilities Manager

19.1 Purpose of the agreement

In addition to its powers under the Management Act, the Owners Corporation has the power in its capacity as a member of the Building Management Committee to appoint and enter into agreements with the Facilities Manager to provide management and operational services for Pacific Square.

19.2 Terms of the agreement

The terms of the agreements the Owners Corporation enters into or becomes a party to under this by-law must comply with the Strata Management Statement.

19.3 Duties

The duties of the Facilities Manager are specified in the Strata Management Statement.

19.4 Power of Attorney

In addition to its powers under the Management Act, the Owners Corporation has the power to grant to the Facilities Manager a power of attorney which enables the Facilities Manager to sign on behalf of the Owners Corporation a further agreement with the Facilities Manager when new parties become members of the Building Management Committee.

20 Building Management and you

You must not:

- (a) interfere with or stop the Facilities Manager or Strata Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation or the Building Management Committee; or
- (b) interfere with or stop the Facilities Manager or Strata Manager using Common Property that the Owners Corporation permits them to use.

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21 Licences

21.1 Powers of the Owners Corporation

If permitted by law, in addition to its powers under the Management Act, the Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

21.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law may include provisions about, but need not be limited to:

- (a) payments under the licence;
- (b) the term of the licence;
- (c) the permitted uses of the licensed areas;
- (d) the maximum number of persons allowed in the licensed area;
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

22 Special Privilege to install an Airconditioning Unit

22.1 Exclusive use by-law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot. By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Additional insurances") apply to this Exclusive Use By-Law.

22.2 Special privilege rights

Subject to obtaining the prior approval of the Owners Corporation, and complying with the Architectural Code, the Owner of each Lot has, at their cost, the special privilege to:

- (a) install and keep an Airconditioning Unit (of a type approved by the Owners Corporation) on the Balcony of their Apartment in an area which is not visible from outside their Apartment; and
- (b) install an internal airconditioning unit to a wall within their Apartment; and
- (c) make minor alterations to Common Property to enable the installation and connection of the internal airconditioning unit to the Airconditioning Unit located on the Balcony; and
- (d) connect the Airconditioning Unit to electricity and water services forming part of Common Property.

22.3 Obligations of the Owners Corporation

The Owners Corporation must:

- (a) when requested by an Owner, consider an application for approval as to the type of Airconditioning Unit proposed to be installed in the Apartment; and
- (b) when considering an application, take into consideration:
 - (i) any Standing Approval about air conditioners for Apartments in force under the Architectural Code from time to time; and
 - (ii) the impact of the proposed type of Airconditioning Unit on the Common Property electricity and water services; and
 - (iii) the noise emission levels of the proposed type of Airconditioning Unit and compliance with the Architectural Code (including acoustic standards); and
- (c) not unreasonably withhold their approval to an application; and
- (d) carry out structural maintenance and repairs to the Common Property areas the subject of this by-law.

22.4 What are your obligations?

You must, at your cost:

- (a) if there is no Standing Approval in force relating to the type of Airconditioning Unit permitted, obtain the approval of the Owners Corporation and the Building Management Committee to the type of Airconditioning Unit to be installed in your Apartment prior to the installation; and
- (b) operate, maintain and repair your Airconditioning Unit in accordance with manufacturer's specifications; and
- (c) maintain, repair and, where necessary, replace those parts of Common Property where your Airconditioning Unit (or any part of it) is fitted and installed (excluding any structural maintenance and repairs); and
- (d) fire proof any penetration of the Common Property walls or slabs to meet the Australian fire standards required for the building in Panorama; and
- (e) use contractors approved by the Owners Corporation to maintain, repair and replace the Airconditioning Unit and those parts of Common Property where your Airconditioning Unit (or any part of it) is fitted and installed; and
- (f) comply with requirements of Government Agencies about airconditioning services.

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22.5 Owners Corporation costs

You must contribute towards the costs of the Owners Corporation under this Exclusive Use By-Law in shares proportional to the unit entitlement of your Apartment.

23 Special privilege for use of Carspace

23.1 Exclusive use by-law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of Lot 43.

23.2 Interpreting this by-law

In this Exclusive Use By-Law:

- (a) **“Carspace”** means the carspace forming part of the common property in strata plan no. 74405 in respect of which the Owners Corporation has rights and obligations as set out in the “Easement for carparking variable width” created by the Instrument;
- (b) **“Instrument”** means the instrument under section 88B of the Conveyancing Act 1919 (NSW) which accompanied strata plan no. 74405 (subject to any variations registered on the title folio for the Common Property from time to time);
- (c) **“Northerly CP”** means the common property (as that term is defined in the Development Act) in strata plan no. 74405; and
- (d) **“you”** means the Owner of Lot 43.

23.3 Special privilege rights

You have the special privilege to use the Carspace in accordance with the Instrument and the reasonable directions and requirements of the Owners Corporation.

You may obtain a copy of the Instrument from the Strata Manager, at your cost.

23.4 What are your obligations?

When exercising your rights under this Exclusive Use By-Law, you must:

- (a) access the Carspace by the most direct route;
- (b) immediately remove anything you spill on the Carspace or on Northerly CP and clean the affected area;
- (c) comply with the obligations imposed on the Owners Corporation Instrument as if you were the “grantee” under the Instrument (excluding any structural maintenance and repairs); and

- (d) not do (or allow anything to be done) that would cause the Owners Corporation to breach the terms of the Instrument.

23.5 Obligations of the Owners Corporation

The Owners Corporation must provide you with any Security Keys (or other devices) necessary to gain access to the Carspace.

23.6 Indemnity

- (a) You indemnify the Owners Corporation against all claims and liabilities caused by exercising rights or complying with obligations under this Exclusive Use By-Law including, but not limited to, any claim or liability resulting from a breach of the Instrument.

23.7 Access by the Owners Corporation

- (a) You must give the Owners Corporation access to the Carspace to allow the Owners Corporation to exercise its rights and comply with its obligations under the Instrument. Except in an emergency, the Owners Corporation must provide you with reasonable notice before it exercises its rights under this Exclusive Use By-Law; and
- (b) If required in accordance with the terms of the Instrument, you must give the owners corporation for strata scheme no. 74405 access to the Carspace.

24 Damage to Common Property

24.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in Panorama on your behalf.

24.2 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property;
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

25 Insurance premiums

25.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

25.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

25.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

26 Security at Panorama

26.1 Strata Management Statement and restrictions on the rights of the Owners Corporation

The Strata Management Statement regulates security and the provision of Security Keys for Panorama and Pacific Square generally. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law are subject to the Strata Management Statement and Easements. In particular, the Owners Corporation must not do anything that would restrict access to:

- (a) Shared Facilities which Owners and Occupiers in Pacific Square are entitled to use under the Strata Management Statement; or
- (b) Common Property the subject of Easements.

26.2 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into Panorama; and
- (b) prevent fires and other hazards.

The Owners Corporation must comply with:

- (c) the Strata Management Statement; and
- (d) the reasonable instructions of the Building Management Committee about Security Keys and, in particular, instructions about re-coding and returning Security Keys.

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26.3 Installation of security equipment

Subject to this by-law, in addition to its powers under the Management Act, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Panorama. In doing so, the Owners Corporation must not interfere with the integrated Security System which is a Shared Facility managed by the Building Management Committee in accordance with the Strata Management Statement.

26.4 Restricting access to Common Property

Subject to this by-law, in addition to its powers under the Management Act, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key your access to levels in Panorama where you do not own or occupy a Lot or have a right to use under an Exclusive Use By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of Panorama. The Owners Corporation may exclude you from using these parts of Common Property; and
- (d) make agreements with another party (eg the Facilities Manager) to exercise its functions under this by-law. The agreements may have provisions requiring Owners to pay the other party an administration fee.

26.5 Providing owners and occupiers with security keys

The Building Management Committee is responsible to provide Security Keys for Panorama. The Building Management Committee may charge you a fee or bond if you want extra or replacement Security Keys.

26.6 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Building Management Committee and the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) comply with the Strata Management Statement about security and Security Keys and, in particular, take all reasonable steps not to lose Security Keys; and
- (c) comply with the requirements of the Strata Management Statement about leasing your Lot; and
- (d) not interfere with security equipment or do (or allow anyone to do) anything that is prohibited in the Strata Management Statement; and

- (e) take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

26.7 Restrictions on exercising rights

Subject to the Strata Management Statement, the Owners Corporation must not:

- (a) shut down or interfere with the integrated security system for Pacific Square; or
- (b) restrict access to parts of Common Property which are Shared Facilities.

27 Rules

27.1 Powers of the Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of Panorama and, in particular, the use of Common Property.

The Owners Corporation may add to or change the Rules at any time.

27.2 What are your obligations?

You must comply with the Rules.

27.3 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

27.4 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

28 How are consents given?

28.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Executive Committee at a meeting of the Executive Committee.

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28.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

28.3 Can consent be revoked?

The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

29 Failure to comply with by-laws

29.1 Powers of the Owners Corporation

The powers of the Owners Corporation under this by-law are in addition to those that it has under the Management Act.

29.2 What can the Owners Corporation do?

The Owners Corporation may do anything on your Lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

29.3 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

29.4 Recovering money

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

30 Applications and complaints

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

31 Interpretation

31.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

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Airconditioning Unit means a split system air conditioner which exclusively services an Apartment. It includes, without limitation, all condensor and package units, cables, conduits, pipes and wires which form part of the split system airconditioning which may be installed in an Apartment subject to special privilege by-law 22 ("Special Privilege to install an Airconditioning Unit").

Apartment means an apartment in Panorama.

Architectural Code means the architectural code for Panorama and Pacific Square generally in the Strata Management Statement.

Balcony means a balcony in an Apartment.

Building Management Committee means the building management committee for Pacific Square established according to the Development Act and the Strata Management Statement.

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot. Common Property walls include windows and doors in those walls;
- (b) the structure of your Lot;
- (c) the internal walls inside your Lot (eg a wall dividing two rooms in your Lot);
- (d) Common Property services; or
- (e) services in Panorama, whether or not they are for the exclusive use of your Lot.

Building Works exclude:

- (f) minor fit out works inside a Lot; and
- (g) minor works or alterations to the interior of Common Property walls in a Lot (eg hanging pictures or attaching items to those walls).

Caretaker means the caretaker appointed by the Owners Corporation according to by-law 18 ("Agreement with the Caretaker").

Common Property means common property (as that term is defined in the Development Act) in Panorama and personal property of the Owners Corporation. For the purposes of the by-laws, Common Property does not include Shared Facilities.

Council means the Randwick City Council.

Developer means:

- (a) Clycut Pty Limited ABN 91 091 426 569; and

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(b) Alpine Hotels Pty Limited ACN 002 250 820

and successors or assigns.

Development Act means the *Strata Schemes (Freehold Development) Act 1973 (NSW)*.

Easements means an easement, positive covenant or restriction on use affecting Panorama (including any Lot or Common Property) or Pacific Square in effect from time to time.

Executive Committee means the executive committee of the Owners Corporation.

Exclusive Use By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

External Appearance the appearance of any external surface of a Lot or Common Property which is visible from outside a Lot or Panorama.

Facilities Manager means the person appointed by the Building Management Committee to provide management, operational and other services for Pacific Square.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Initial Period has the same meaning as it does in the Management Act.

Inter-Tenancy Wall means a Common Property wall between two Lots. See by-law 17 about making alterations to or removing Inter-Tenancy Walls.

Loading Dock means the Shared Facility "loading dock areas" shown as SF11 on the Shared Facilities Plan and more fully described in schedule 1 in the Strata Management Statement.

Lot means a lot in Panorama.

Management Act means the *Strata Schemes Management Act 1996 (NSW)*.

Occupier means the occupier, lessee or licensee of a Lot.

Owner means:

- (a) the owner for the time being of a Lot; and
- (b) if a Lot is subdivided or resubdivided, the owners for the time being of the new Lots; and
- (c) for an Exclusive Use By-Law, the owner(s) of the Lot(s) benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation means The Owners - Strata Plan No. 74790 constituted on registration of the Strata Plan.

Pacific Square means the land and buildings comprised in Panorama and in lots 1, 2, 3, 4, 5, 6 and 8 in DP1071735 (and any other lots created upon further subdivision of those lots).

Panorama means the strata scheme created on registration of the Strata Plan.

Representative means a natural person appointed by the Executive Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee.

Retail Carpark means the component in Pacific Square of that name as described in the Strata Management Statement.

Rules mean Rules made by the Owners Corporation according to by-law 27 ("Rules").

Security Keys means a key, magnetic card or other device or information used in Pacific Square and Panorama to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 26 ("Security at Panorama") for more information.

Shared Facilities has the same meaning as it does in the Strata Management Statement.

Standing Approval means the approvals granted by the Building Management Committee or an Owners Corporation according to clause 27 ("Approval process") of the Architectural Code.

Strata Management Statement means the strata management statement for Pacific Square. The Strata Management Statement contains rights and obligations of the Owners Corporation and other members of the Building Management Committee in regard to the management and operation of Pacific Square. See by-law 3 ("Strata Management Statement") for more information.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Plan means strata plan no. SP74790.

Substitute Representative means a natural person appointed by the Executive Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee if the Representative cannot attend.

Swimming Pool and Gym has the same meaning as it does in the Strata Management Statement.

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31.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) **(Management Act)** words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) **(you)** the word “you” means an Owner or Occupier; and
- (c) **(by-laws)** a by-law is a reference to the by-laws and Exclusive Use By-Laws under the Management Act which are in force for Panorama; and
- (d) **(variations or replacement)** a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) **(reference to statutes)** a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) **(singular includes plural)** the singular includes the plural and vice versa; and
- (i) **(meaning not limited)** the words “include”, “including” “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

31.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

31.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

31.5 Discretion in exercising rights

The Owners Corporation and the Executive Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

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31.6 Partial exercise of rights

If the Owners Corporation, Executive Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

31.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

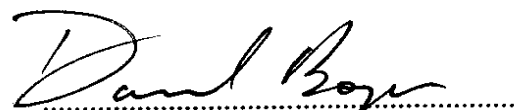
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Signing page

DATED: 4TH MAY 2005

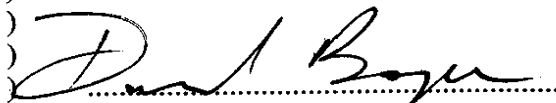
Execution by registered proprietors

EXECUTED by CLYCUT PTY)
LIMITED ABN 97 091 426 569 in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cwlth) by)
authority of its director:)



Signature of DAVID BOYER
who states that they are the sole
director and sole company secretary
of CLYCUT PTY LIMITED ABN
97 091 426 569

EXECUTED by ALPINE HOTELS)
PTY LIMITED ACN 002 250 820)
in accordance with section 127(1) of)
the Corporations Act 2001 (Cwlth) by)
authority of its director:)



Signature of DAVID BOYER
who states that they are the sole
director and sole company secretary
of ALPINE HOTELS PTY LIMITED
ACN 002 250 820

SP74790

Execution by Perpetual Nominees Limited

Signed in my presence for and on behalf of Perpetual Nominees Limited (A.C.N. 000 733 700) by its Attorneys **Kylie Arigho**.....
..... **MANAGER**..... **ANESA SALES**..... **MANAGER**
who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated **12/03/02**..... (Registration No. **4541/443**) and that he/she has no notice of the revocation of his/her powers.

.....
Signature of Witness
Christopher Ringland
.....
Full name of Witness

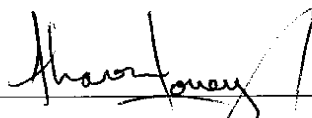
.....
Signature of Attorney
.....
Signature of Attorney

SP74790

Execution by ANZ Fiduciary Services Pty Limited

Signed on behalf of ANZ Fiduciary Services Pty
Limited by its attorney under power of attorney
registered book 4395 no 584 in the presence
of:

Witness


SHARON LOVEY

Print name

Print address

2/20 MARTIN PLG SYDNEY NSW.

Attorney



ANTHONY HERDEN

Print name

SP74790

Execution by Australia and New Zealand Banking Group Limited

Signed on behalf of Australia and New Zealand
Banking Group Limited by its attorney under
power of attorney registered book 4388 no 564
in the presence of:



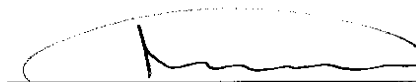
Witness

AMELIA JANE HUTCHINSON

Print name

LEVEL 9, 20 MARTIN PLACE, SYDNEY

Print address



Attorney

ADAM CLIFFORD COTTERELL

Print name



PLAN FORM 2
SIGNATURE AND SEALS ONLY.

Plan Drawing only to appear in this space

* OFFICE USE ONLY

DP 266786

Registered: 8/8/1996

C.A.:

Title System: TORRENS

Purpose: EASEMENT

Ref. Map: RANDWICK SH29 #

Last Plan: DP852031

PLAN OF EIGHT OF CARRIAGEWAY OVER PLOT 1 IN DP 852031.

Lengths are in metres. Reduction Ratio 1: 300

LGA RANDWICK

Locality: MAROUBRA JUNCTION

Parish: BOTANY

County: CUMBERLAND

This is sheet 1 of my plan in sheets.

K.H. ZEGELINK

of 1/18 MILLICROFT RD, STONNS NEST

1/18 MILLICROFT RD, STONNS NEST

Survey registered under the Survey Act 1980

Survey registered under the Survey Act 1980

Plans used in preparation of survey/compilation

DP 852031

DP 852031

DP 852031

DP 852031

DP 852031

DP 852031

DP 852031

DP 852031

DP 852031

DP 852031

DP 852031

DP 852031

DP 852031

DP 852031

DP 852031

DP 852031



H 931040

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

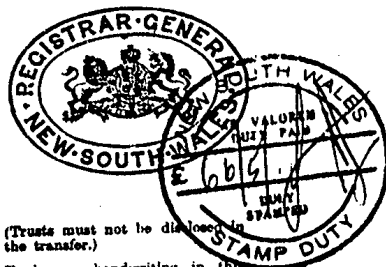
Folio H931040S

R.P. 13A. No. 1 NOV 20 AM H

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



(Trusts must not be disclosed in the transfer.)

Typing or handwriting in the instrument should not extend into any margin. Handwriting should be clear and legible and permanent black non-copying

WE, FLORA MECHTILDE HENVILLE wife of Owen Anson Henville of Maroubra Millinery Retailer and OWEN ANSON HENVILLE of Maroubra Millinery Retailer

as Tenants-in-Common (herein called transferor)

being registered as the proprietor of an estate in fee simple/in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder, in consideration of FIVE THOUSAND TWO HUNDRED POUNDS (£5,200.0.0) (the receipt whereof is hereby acknowledged) paid to us by

DEE WHY HOMES PTY. LIMITED

do hereby transfer to

DEE WHY HOMES PTY. LIMITED a Company incorporated under the provisions of the New South Wales Companies Act and having its registered office at 751 Anzac Parade, Maroubra Junction

(herein called transferee)

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>BOTANY</u>	<u>PART</u>	<u>5210</u>	<u>45</u>	part Being/Lot 3
		<u>PART</u>	<u>5210</u>	<u>46</u>	contained in
		<u>PART</u>	<u>5050</u>	<u>178</u>	DEPOSITED
		<u>PART</u>	<u>5050</u>	<u>179</u>	of Subdivision
					marked with the letter "H", not contained in Certificate of Title Volume 3631 Folio 125.

D. P. no 208573s

D. P. no 208573 s.

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot sec. D.P." or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol."

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

If a less estate, strike out "in fee simple" and interline the required alteration.

And the transferee covenant(s) with the transferor^d for the benefit of the adjoining land owned by the Transferors but only during the ownership thereof by the Transferors their executors administrators or assigns other than Transferees on sale that no fence shall be erected on the property hereby transferred to divide it from such adjoining land without the consent of the Transferors their executors administrators and assigns but such consent shall not be withheld if such fence is erected without expense to the Transferors their executors administrators or assigns and in favour of any person dealing with the Transferees or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. The land which is subject to the burden of this covenant is the land hereby transferred. The land to which the benefit of this covenant is intended to be appurtenant ^{are} ~~is~~ Lots 1 and 2 in Miscellaneous Plan of subdivision lodged under Dealing No. H and the persons by whom these restrictions may be released varied or modified are the Transferors their executors administrators or assigns other than Transferees on sale.

^d Strike out if unnecessary, or suitably adjust.

(i) if any easements are to be created or any exceptions to be made; or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1964.

ENCUMBRANCES, &c., REFERRED TO.
Reservations of minerals.

* A very short note will suffice.

K 1165-2 St 437

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or the Commissioner for Affidavits, or whom the Transferor or Transferee knows, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counselor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

g Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

h To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at

Signed in my presence by the transferor
F.M. HENVILLE and O.A. HENVILLE
WHO IS PERSONALLY KNOWN TO ME

are

Henville

Solicitor Sydney

the

17th

day

of

October

1961.

F. Henville
Henville

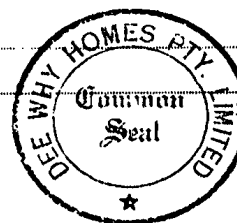
Transferor.*

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

~~Strike out unnecessary words. Add any other matter necessary to show that the power is effective.~~

~~Strike out unnecessary words. Add any other matter necessary to show that the power is effective.~~

THE COMMON SEAL of DEE WHY HOMES
PTY. LIMITED was hereunto affixed
by authority of the Board of
Directors in the presence of;



Anthony Gray
John D. Gray

Director
Secretary

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at _____ the _____ day of _____ 19 ____
Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me at _____, the _____ day of _____, one thousand nine hundred and _____ the attesting witness to this instrument and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be recorded in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. **H 931040**

LODGED BY **H. M. ALLEN & CO.**
Law Stationers,
77 KING STREET,
SYDNEY.

FEE.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
 - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HERewith.

To be filled in by person lodging dealing.

1	} Received Docs. Nos.
2	
3	
4	
5	} Receiving Clerk.
6	

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at *this* day of 19

Signed in my presence by

who is personally known to me.

Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER
Checked by <i>HH</i>	Particulars entered in Register Book, <i>45</i> Volume <i>5210</i> Folio <i>46</i> <i>5050</i> <i>178</i> <i>5050</i> <i>179</i>
Passed (in S.D.B.) by	the <i>30th</i> day of <i>January</i> 19 <i>62</i> at <i>45</i> minutes past <i>2</i> o'clock in the <i>4th</i> noon.
Signed by <i>RA</i>	<i>Registrar-General</i> SOUTH AUSTRALIA

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	...	
Draft examined	...	
Diagram prepared	...	
Diagram examined	...	
Draft forwarded	...	
Supt. of Engrossers		
Cancellation Clerk		
Vol.	Fol.	

DP1071735

Registered: 14-1-2005

This is sheet 2 of my plan in 14 sheets
dated 16/7/04

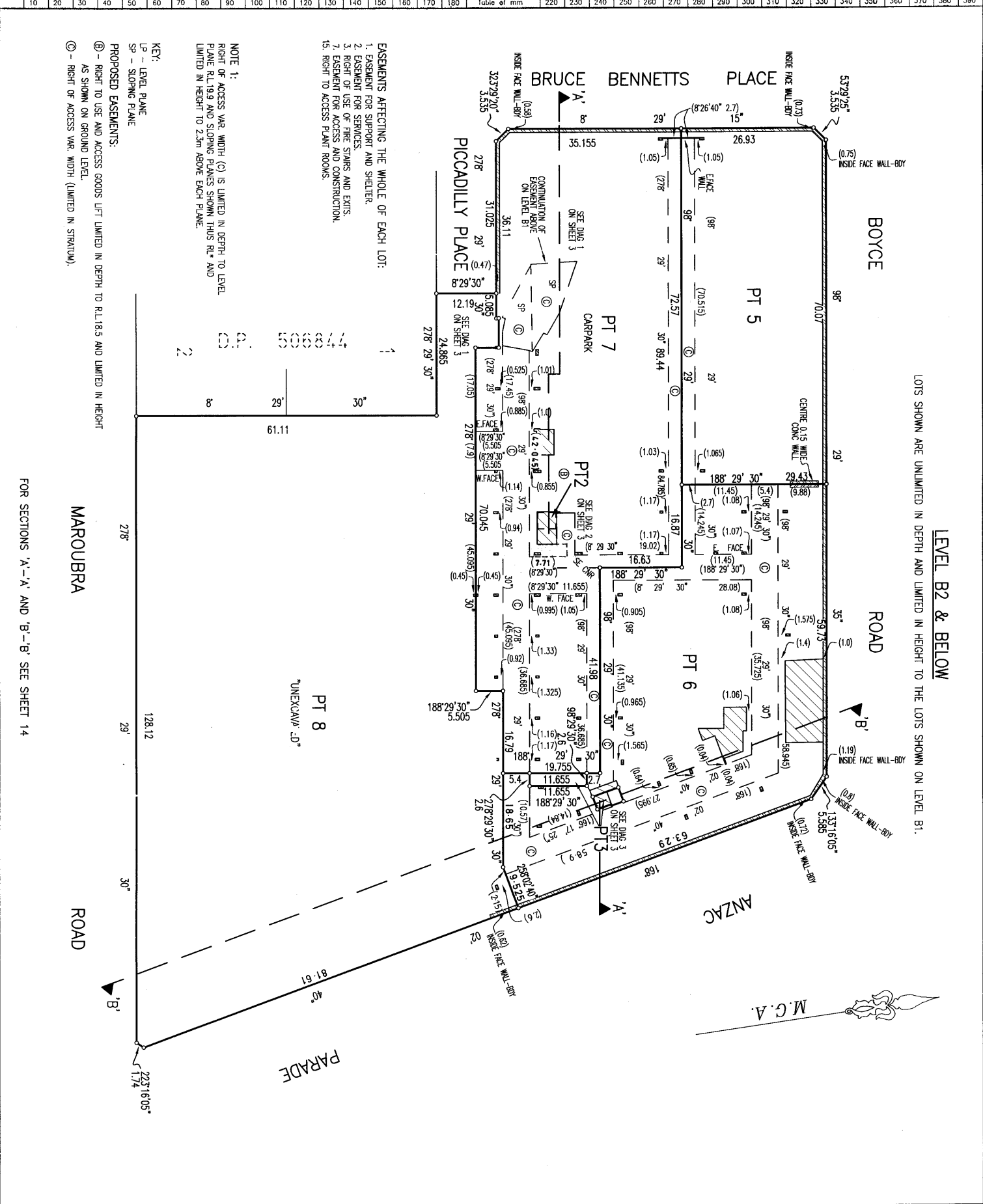
M.S. J. J.

Survey registered under Surveyors Act 1929

This is sheet 2 of the plan of 14 sheets
covered by subdivision certificate No.

Authorised Person/Removal/Amendment/Cancellation/Correction

For use where space is insufficient in any panel on
Plan Form 2.



DP1071735

Registered: 14-1-2005

This is sheet 3 of my plan in 14 sheets
dated 16/7/04

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 14 sheets
covered by subdivision certificate No.

Authorised Person/Registered Professional Engineer

For use where space is insufficient in any panel on
Plan Form 2.

LEVEL B2 & BELOW

SCALE 1:150

LOTS SHOWN ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT AS SHOWN ON LEVEL B1.

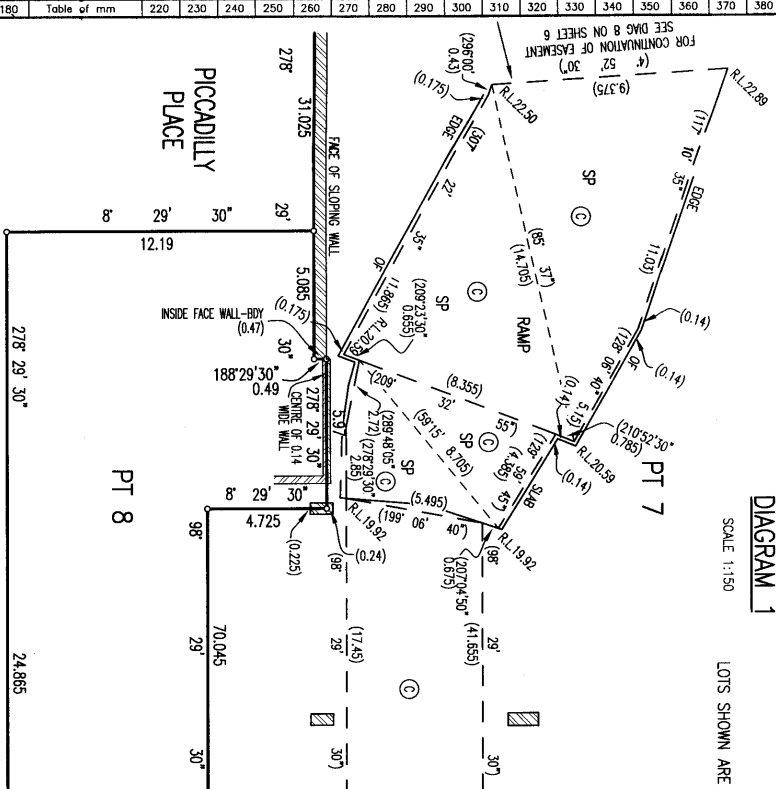


DIAGRAM 2

SCALE 1:100

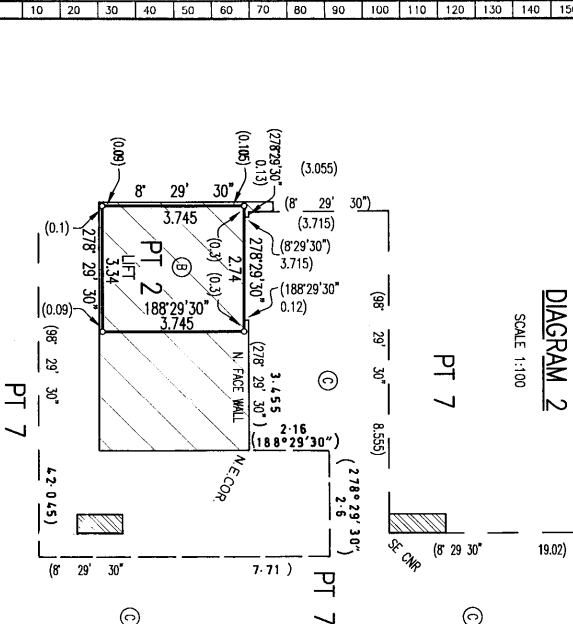
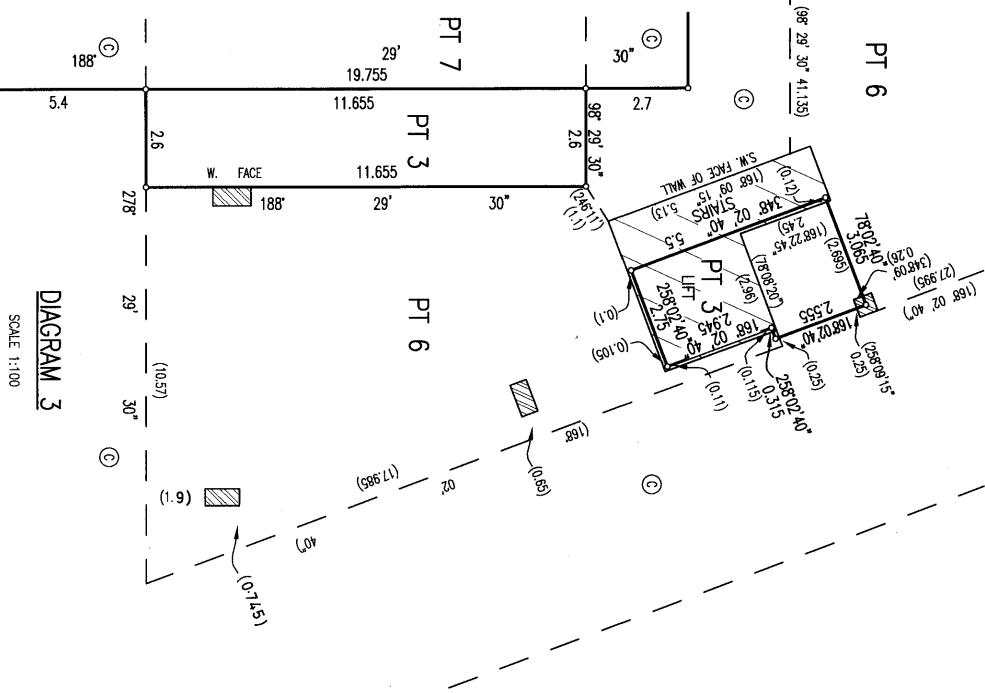


DIAGRAM 3



KEY:
LP - LEVEL PLANE
SP - SLOPING PLANE

PROPOSED EASEMENTS:
⊙ - RIGHT OF ACCESS VARIATION (LIMITED IN STRUTUM AS SHOWN IN NOTE 1 ON SHEET 2).
⊙ - RIGHT TO USE AND ACCESS GOODS LIFT LIMITED IN DEPTH TO R.L.18.5 AND LIMITED IN HEIGHT AS SHOWN ON GROUND LEVEL.

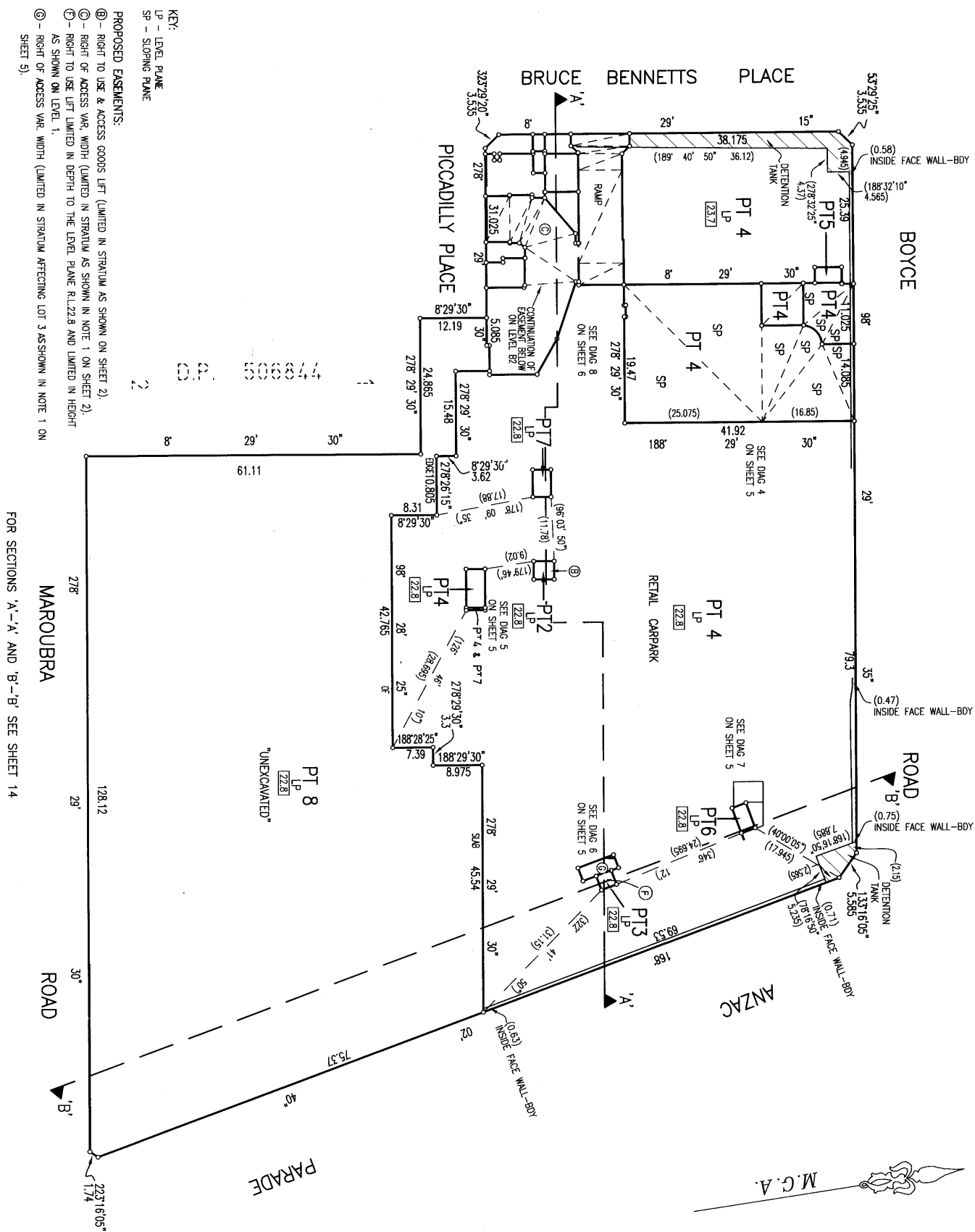
Reduction Ratio 1: AS SHOWN

SURVEYOR'S REFERENCE: 020322 SUB

Plan Drawing only to appear in this space

LEVEL B1

LOTS SHOWN ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN THUS ☐ ON THIS SHEET AND IN ASSOCIATE DIAGRAMS AND ARE LIMITED IN HEIGHT TO LOTS ON GROUND LEVEL.



KEY:
LP - LEVEL PLANE
SP - SLOPING PLANE

PROPOSED EASEMENTS:

- ⓑ - RIGHT TO USE & ACCESS GOODS LIFT (LIMITED IN STRUTUM AS SHOWN ON SHEET 2).
- ⓒ - RIGHT OF ACCESS VAR. WIDTH (LIMITED IN STRUTUM AS SHOWN IN NOTE 1 ON SHEET 2).
- ⓓ - RIGHT TO USE LIFT LIMITED IN DEPTH TO THE LEVEL PLANE R.L.22.8 AND LIMITED IN HEIGHT AS SHOWN ON LEVEL 1.
- ⓔ - RIGHT OF ACCESS VAR. WIDTH (LIMITED IN STRUTUM AFFECTING LOT 3 AS SHOWN IN NOTE 1 ON SHEET 5).

FOR SECTIONS 'A'-A' AND 'B'-B' SEE SHEET 14

Plan Drawing only to appear in this space

DP1071735

Registered: 14-1-2005

This is sheet 4 of my plan in 14 sheets
dated 16/17/04

Surveyor registered under Surveyors Act 1929

This is sheet 4 of the plan of 14 sheets
covered by subdivision certificate No. of

Authorised Person/Registered Surveyor/Registered Engineer

For use where space is insufficient in any panel on
Plan Form 2.

Reduction Ratio 1: 500

SURVEYOR'S REFERENCE: 020322 SUB

LEVEL B1

DP1071735

Registered: 14-1-2005

This is sheet 5 of my plan in 14 sheets dated 16/7/04

Surveyor registered under Surveyors Act 1929

This is sheet 5 of the plan of 14 sheets covered by subdivision certificate No. of

Authorised Person/Company/Manager/Deceased/Caretaker
For use where space is insufficient in any panel on Plan Form 2.

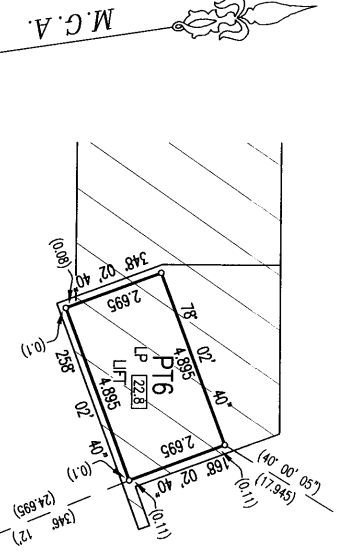


DIAGRAM 7
SCALE 1:100

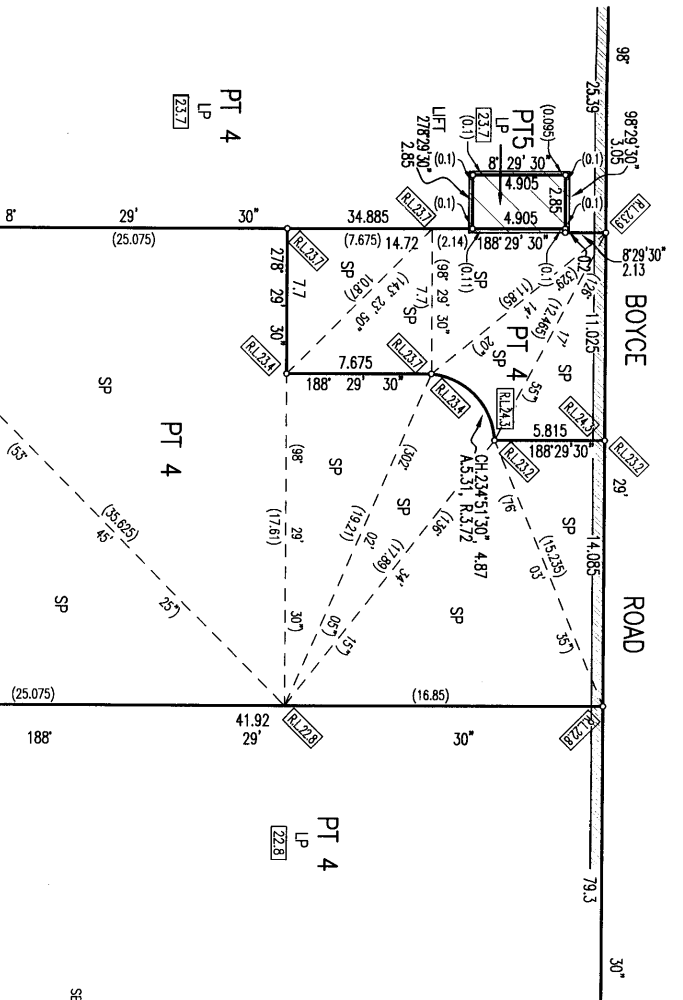


DIAGRAM 4
SCALE 1:200

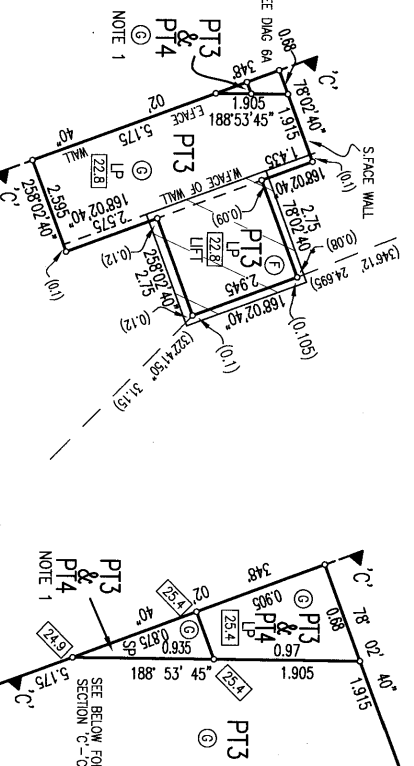


DIAGRAM 6A
SCALE 1:25

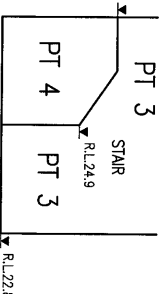


DIAGRAM 5
SCALE 1:150

NOTE 1:
PT 3 IS LIMITED IN DEPTH TO LEVEL AND SLOPING PLACES SHOWN THUS [] IN DIAGRAM 6A AND LIMITED IN HEIGHT TO R.L.s AS SHOWN ON GROUND FLOOR.

PT 4 IS LIMITED IN DEPTH TO R.L.22.8 AND LIMITED IN HEIGHT TO R.L.s SHOWN THUS [] IN DIAGRAM 6A.

NOTE 2:
PT 7 IS LIMITED IN HEIGHT TO R.L.s SHOWN THUS [] AND UNLIMITED IN DEPTH.

PT 4 IS LIMITED IN DEPTH TO R.L.s SHOWN THUS [] AND LIMITED IN HEIGHT TO R.L.s AS SHOWN ON GROUND FLOOR.

SECTION 'C'-C'

NOT TO SCALE

KEY:
LP - LEVEL PLANE
SP - SLOPING PLANE

PROPOSED EASEMENTS:

- ⊖ - RIGHT TO USE AND ACCESS GOODS LIFT (LIMITED IN STRUTUM)
- ⊖ - RIGHT OF ACCESS VAR. WIDTH (LIMITED IN STRUTUM).
- ⊖ - RIGHT TO USE LIFT LIMITED IN DEPTH TO THE LEVEL PLANE R.L.22.8 AND LIMITED IN HEIGHT AS SHOWN ON LEVEL 1.
- ⊖ - RIGHT OF ACCESS VAR. WIDTH (LIMITED IN STRUTUM), AFFECTING LOT 3 AS SHOWN IN NOTE 1.

LEVEL B1

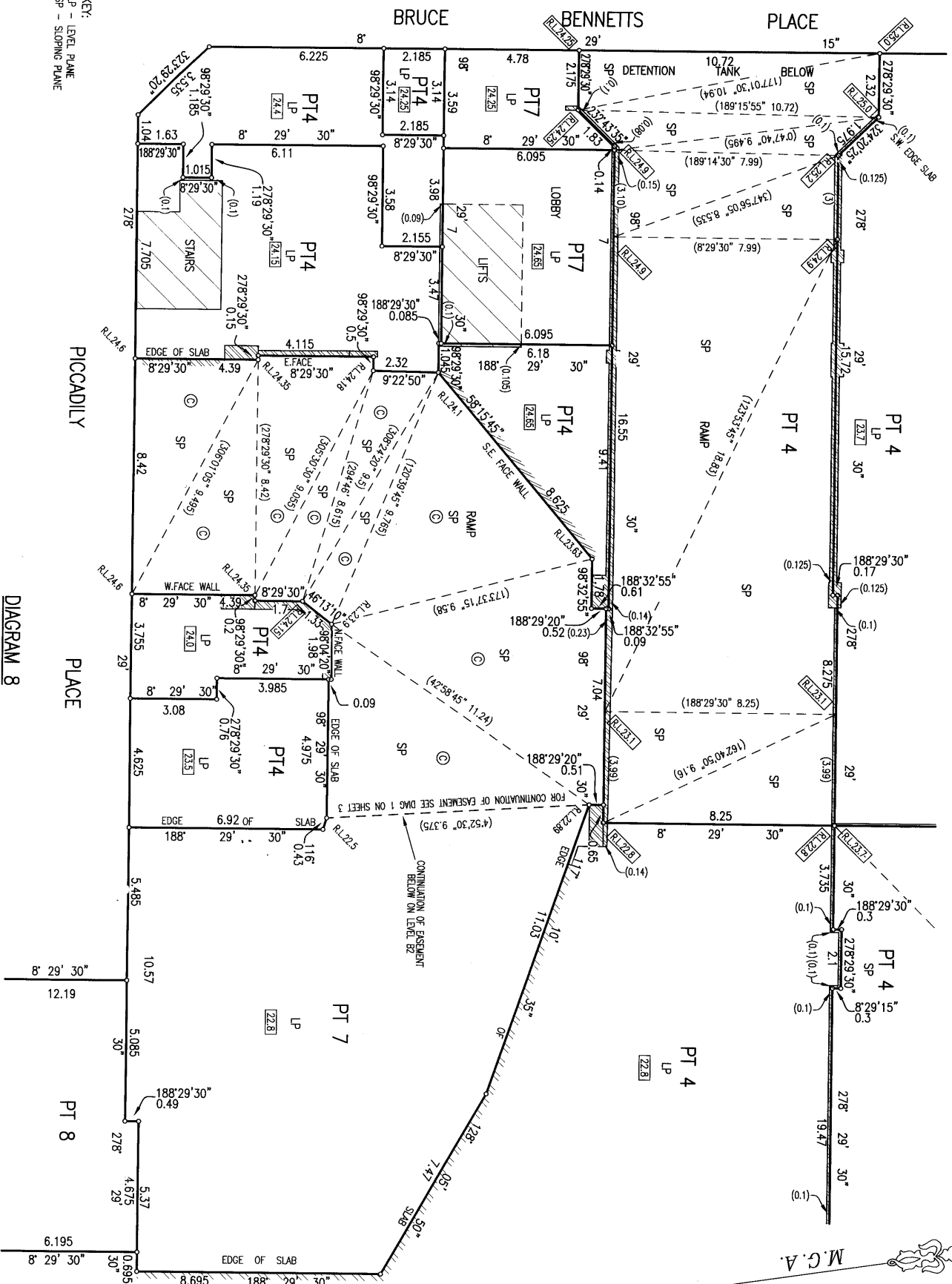


DIAGRAM 8

PROPOSED EASEMENT:

© - RIGHT OF ACCESS VAR. WIDTH IS LIMITED IN DEPTH TO THE SLOPING PLANES SHOWN THUS R.L.* AND IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THESE PLANES.

KEY:
LP - LEVEL PLANE
SP - SLOPING PLANE

PICCADILLY

PLACE

BRUCE

BENNETTS

PLACE

Plan Drawing only to appear in this space

SCALE 1:100

DP1071735

Registered 814-1-2005

This is sheet 6 of my plan in 14 sheets dated 16/11/04

M.S. Khan

Surveyor registered under Surveyors Act 1929

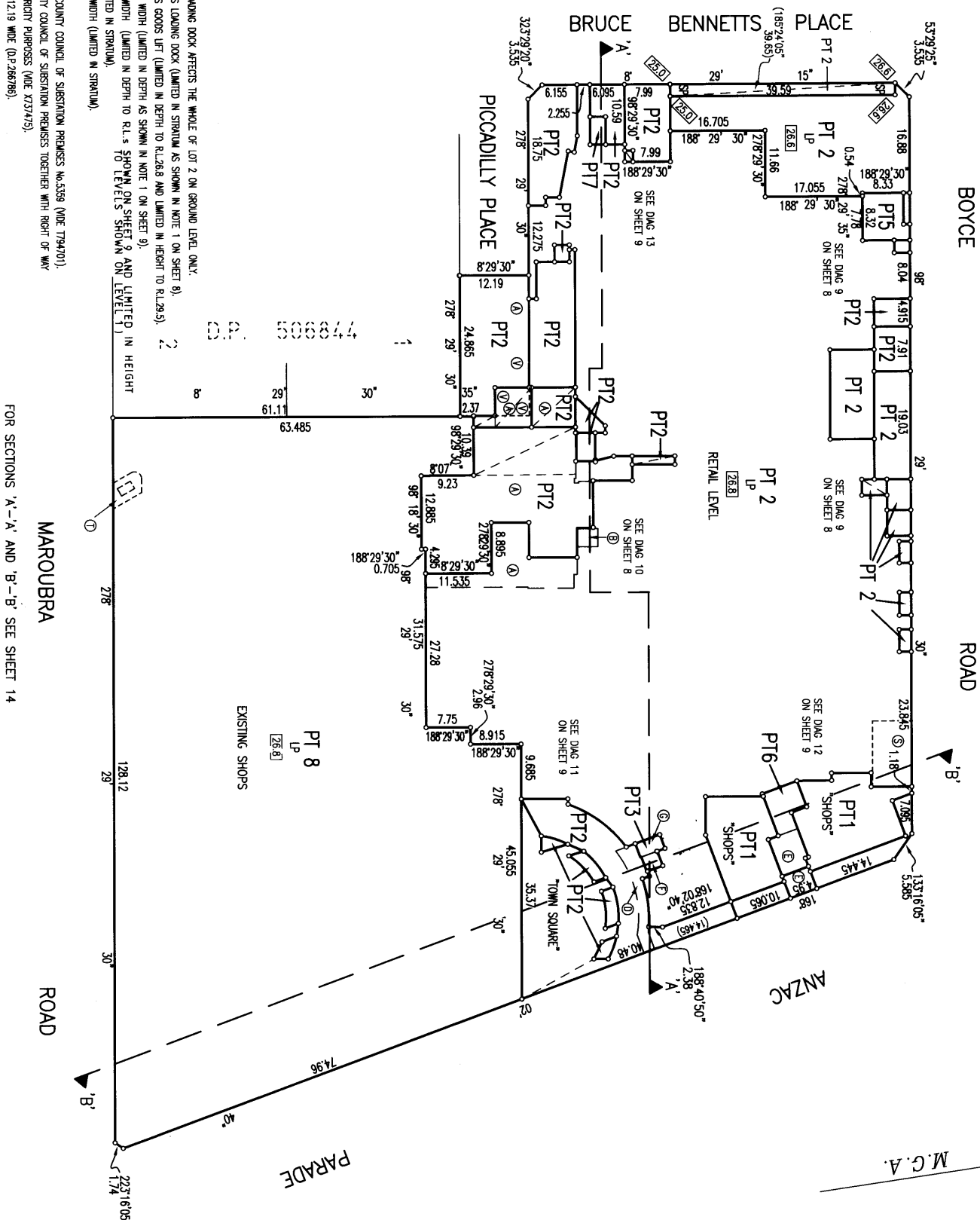
This is sheet 6 of the plan of 14 sheets covered by subdivision certificate No. of

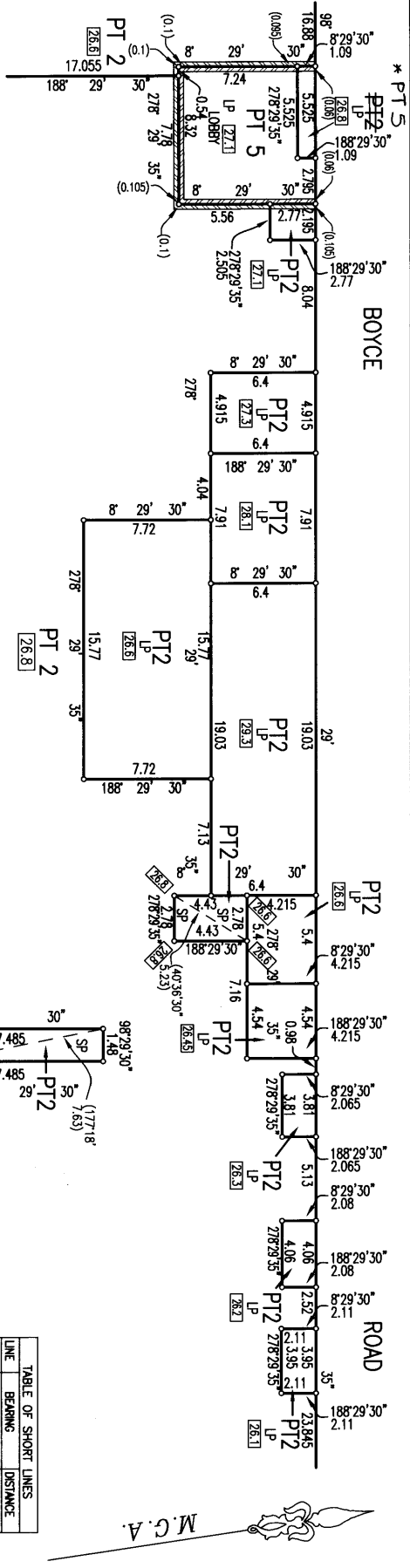
Authorised Person (General Manager/Executive Director)
For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1: 100

SURVEYOR'S REFERENCE: 020322 SUB

Reduction Ratio 1: 500





GROUND LEVEL
DIAGRAM 9
SCALE 1:200

LOTS SHOWN ARE LIMITED IN DEPTH TO THE LEVEL PLANE AND SLOPING PLANES SHOWN THUS [] AND LIMITED IN HEIGHT TO LEVELS SHOWN ON LEVEL 1.

NOTE 1:
RIGHT TO USE AND ACCESS LOADING DOCK IS LIMITED IN DEPTH TO THE BOUNDARY OF LOT 2 AND LIMITED IN HEIGHT TO RL.29.3.

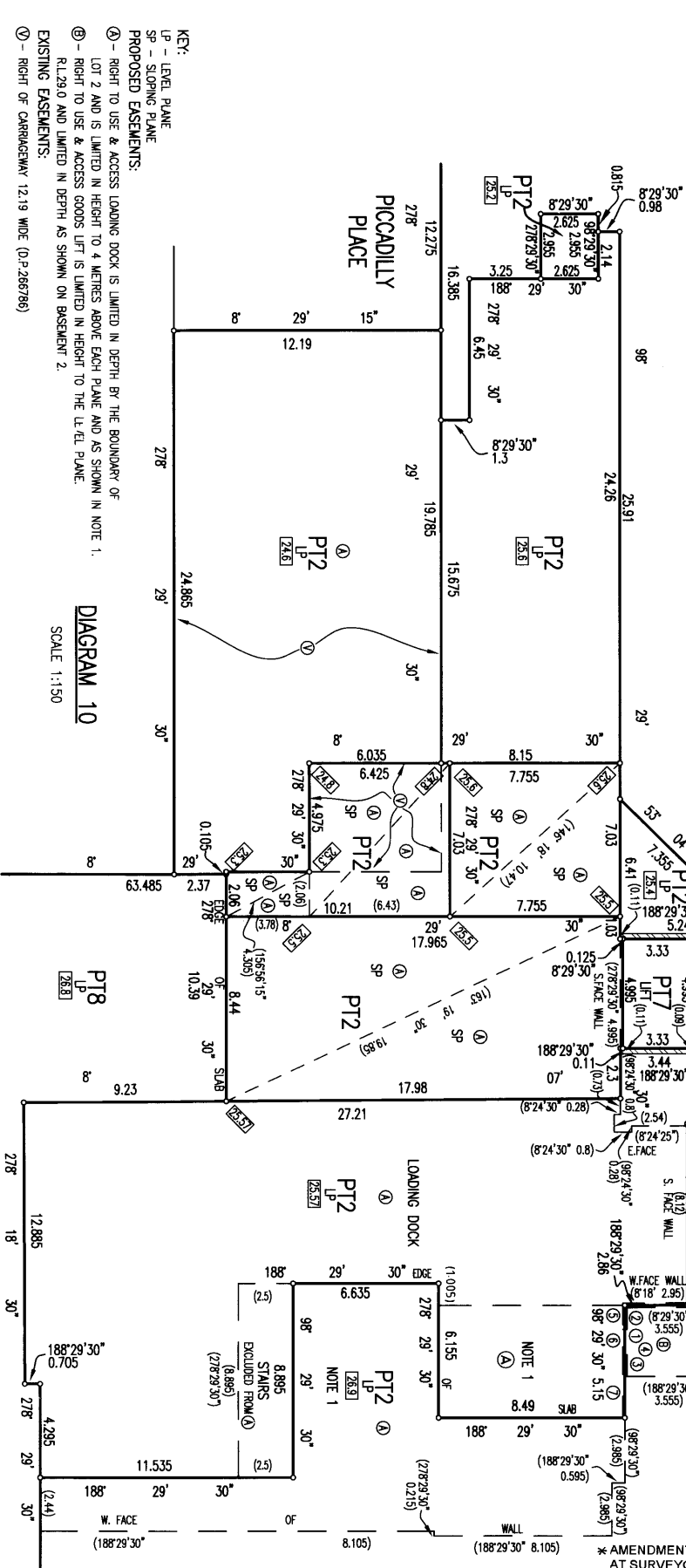


DIAGRAM 10
SCALE 1:150

- KEY:
LP - LEVEL PLANE
SP - SLOPING PLANE
PROPOSED EASEMENTS:
① - RIGHT TO USE & ACCESS LOADING DOCK IS LIMITED IN DEPTH BY THE BOUNDARY OF LOT 2 AND IS LIMITED IN HEIGHT TO 4 METRES ABOVE EACH PLANE AND AS SHOWN IN NOTE 1.
② - RIGHT TO USE & ACCESS GOODS LIFT IS LIMITED IN HEIGHT TO THE LEVEL PLANE.
EXISTING EASEMENTS:
③ - RIGHT OF CARRIAGEWAY 12.19 WIDE (D.P.266786)

TABLE OF SHORT LINES		
LINE	BEARING	DISTANCE
1	8°29'30"	0.185
2	278°29'30"	1
3	278°29'30"	1
4	188°29'30"	0.185
5	98°29'30"	1.2
6	98°29'30"	1.15
7	98°29'30"	2.9

* AMENDMENT MADE IN LP/NSW AT SURVEYOR'S REQUEST VIDE 2005/182 9.2.2005

Plan Drawing only to appear in this space

DP1071735	Registered: 14-1-2005	This is sheet 8 of my plan in 14 sheets dated 16/1/04	Surveyor registered under Surveyors Act 1939	Authorised Person/Deputy Surveyor/Deputy Registrar	For use where space is insufficient in any panel on Plan Form 2
Reduction Ratio 1: 200					
SIRETOR'S REFERENCE: 0203222 SUB					

DP1071735

Registered 14-1-2005

This is sheet 9 of my plan in 14 sheets dated 16/7/104

Surveyor registered under Surveyors Act 1929

This is sheet 9 of the plan of 14 sheets covered by subdivision certificate No. of

Authorised Person/Owner/Witness/Notarised/Verified
For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1: 200

SURVEYORS REFERENCE: 0200222 SUB

GROUND LEVEL

LOTS SHOWN ARE LIMITED IN DEPTH TO THE LEVEL PLANE AND SLOPING PLANES SHOWN THUS AND LIMITED IN HEIGHT TO LEVELS SHOWN ON LEVEL 1.

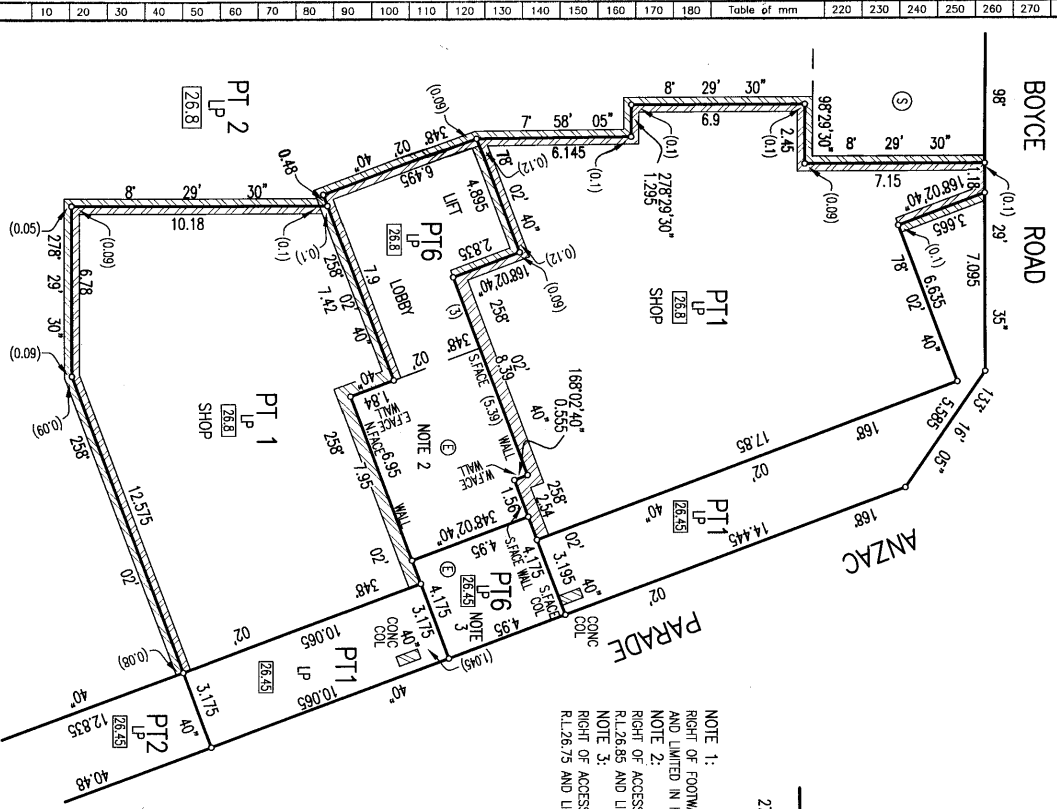
KEY:
LP - LEVEL PLANE
SP - SLOPING PLANE

PROPOSED EASEMENTS:

- ⊙ - RIGHT OF FOOTWAY VAR. WIDTH (LIMITED IN STRAIGHT AS SHOWN IN NOTE 1).
- ⊙ - RIGHT OF ACCESS VAR. WIDTH (LIMITED IN STRAIGHT).
- ⊙ - RIGHT TO USE LIFT (LIMITED IN STRAIGHT).
- ⊙ - RIGHT OF ACCESS VAR. WIDTH (LIMITED IN STRAIGHT).

DIAGRAM 12

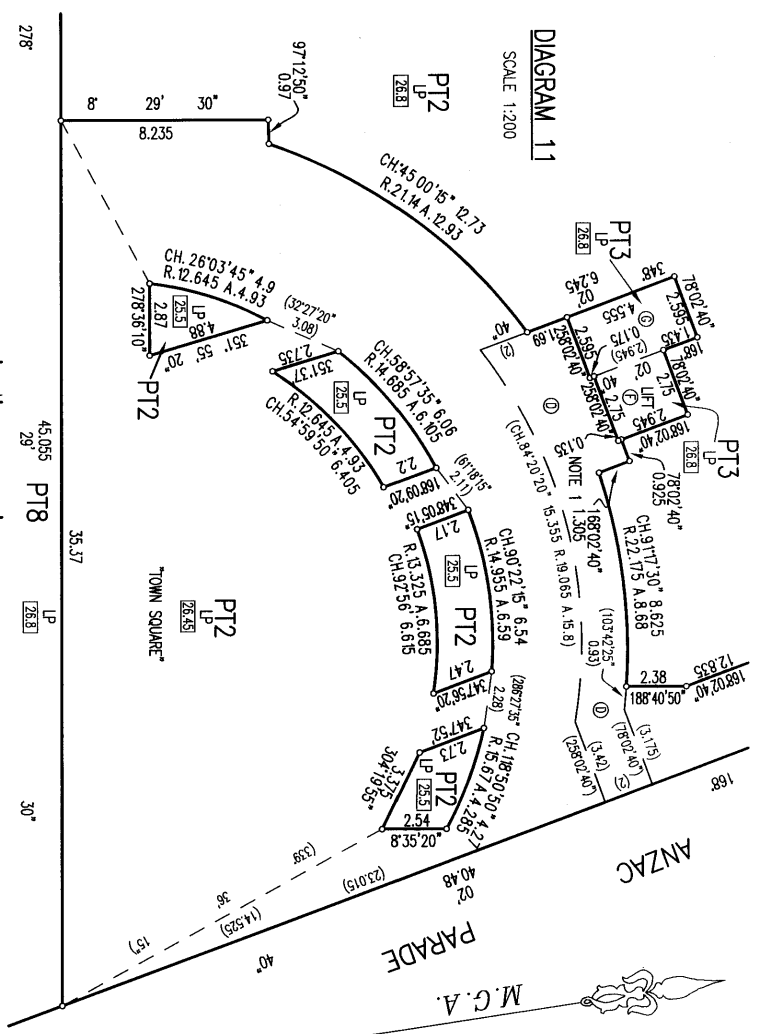
SCALE 1:200



NOTE 1:
RIGHT OF FOOTWAY ⊙ IS LIMITED IN DEPTH TO R.L.26.75 AND LIMITED IN HEIGHT TO R.L.29.25
NOTE 2:
RIGHT OF ACCESS VAR. WIDTH ⊙ IS LIMITED IN DEPTH TO R.L.26.85 AND LIMITED IN HEIGHT TO R.L.32.6
NOTE 3:
RIGHT OF ACCESS VAR. WIDTH ⊙ IS LIMITED IN DEPTH TO R.L.26.75 AND LIMITED IN HEIGHT TO R.L.32.6

DIAGRAM 11

SCALE 1:200

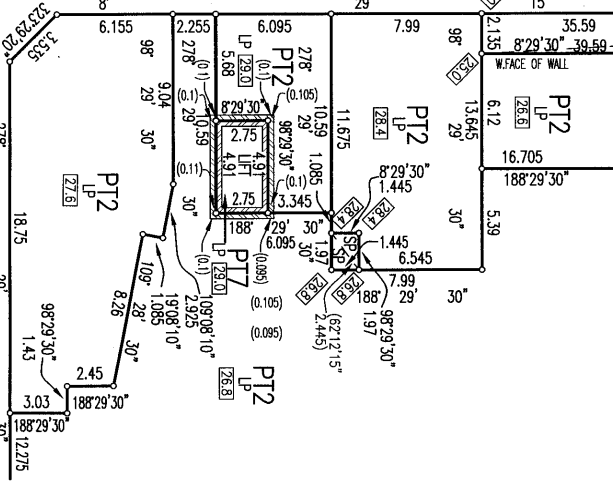


BRUCE BENNETTS PLACE

PICCADILLY PLACE

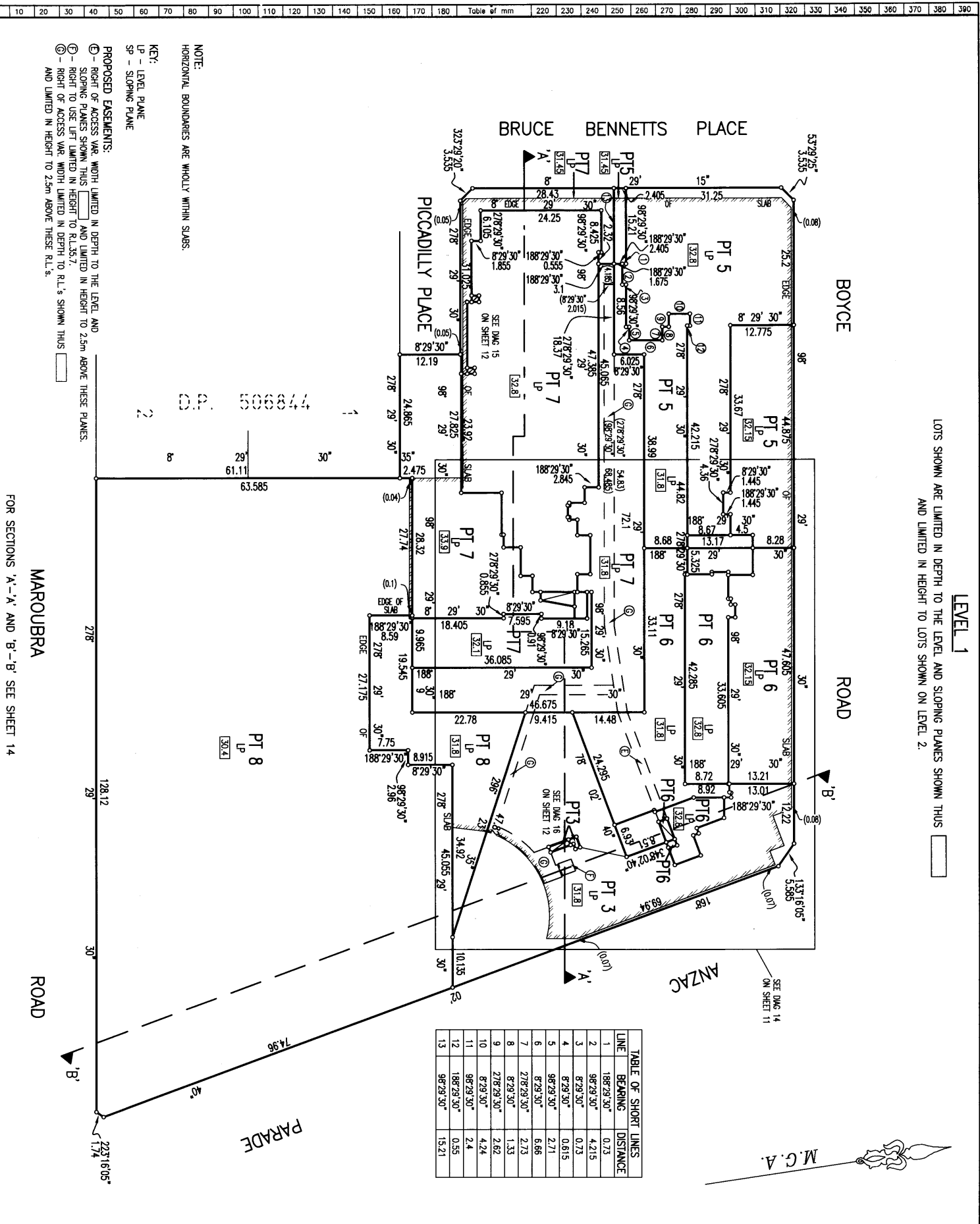
DIAGRAM 13

SCALE 1:200



LOTS SHOWN ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN THUS ☐ AND LIMITED IN HEIGHT TO LOTS SHOWN ON LEVEL 2.

LEVEL 1



DP1071735

Registered 14-1-2005
dated 16/7/04

M. S. Jahan
Surveyor registered under Surveyors Act 1929

This is sheet 10 of the plan of 14 sheets covered by subdivision certificate No. of

Authorised Person/Deputy Surveyor/Deputy Registrar

For use where space is insufficient in any panel on Plan Form 2.

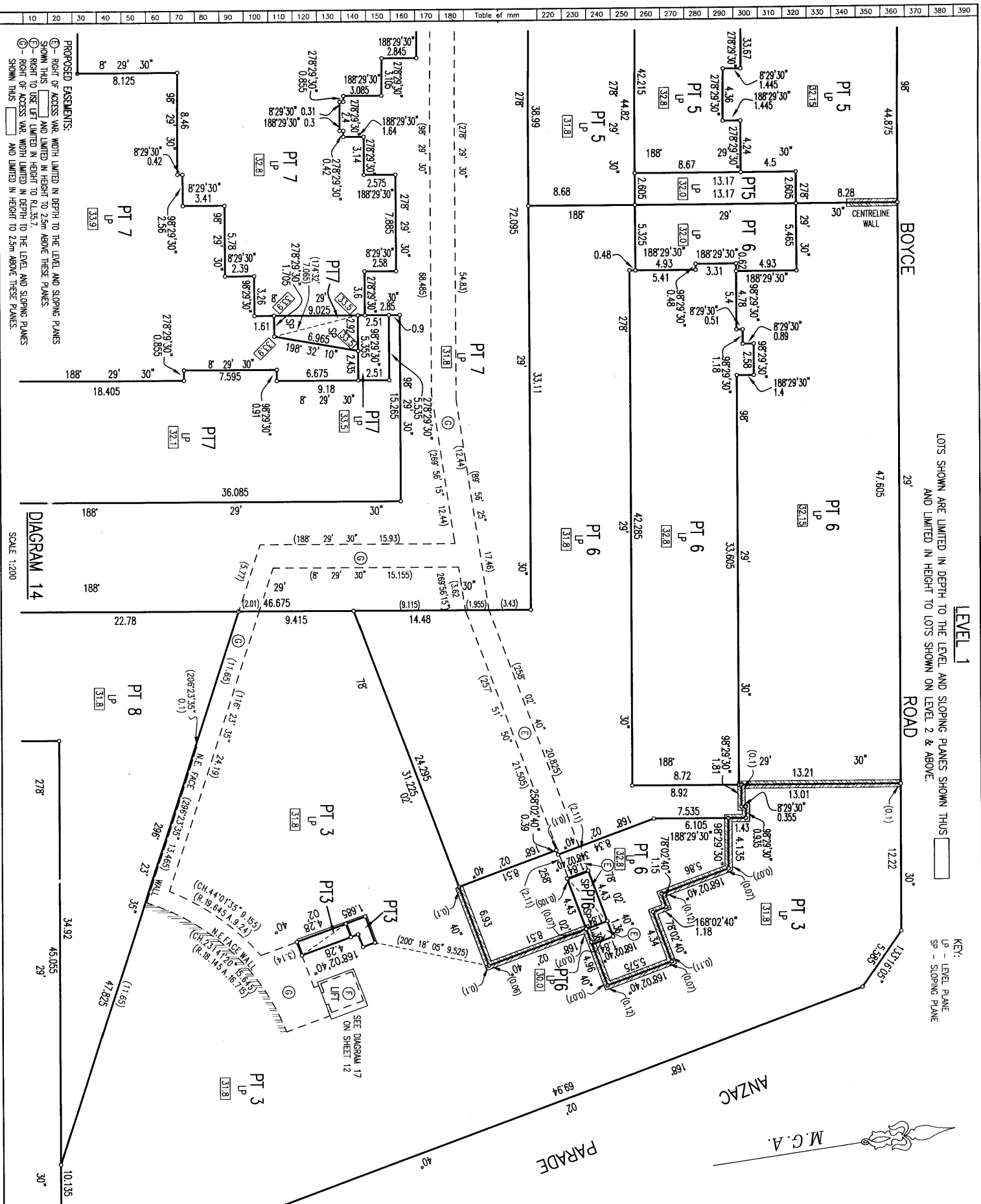
Reduction Ratio 1: 500

SURVEYOR'S REFERENCE: 020322 SUB

LEVEL 1

LOTS SHOWN ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN THIS ☐ AND LIMITED IN HEIGHT TO LOTS SHOWN ON LEVEL 2 & ABOVE.

KEY:
LP - LEVEL PLANE
SP - SLOPING PLANE



DP1071735

Registered: 8 Apr - 2005

This is sheet 11 of the plan in 14 sheets
dated 16/7/04

Surveyor registered under Surveyors Act 1929

This is sheet 11 of the plan of 14 sheets
covered by subdivision certificate No. 1071735

Authorized Person/Engineer/Architect/Certifier
For use where space is insufficient in any panel on
Plan Form 2.

Reduction Ratio 1: 200

SURVEYOR'S REFERENCE: 020322 SUB

LOTS SHOWN ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN THUS ☐ AND
IS LIMITED IN HEIGHT BY LOTS SHOWN ON LEVEL 2 AND ABOVE

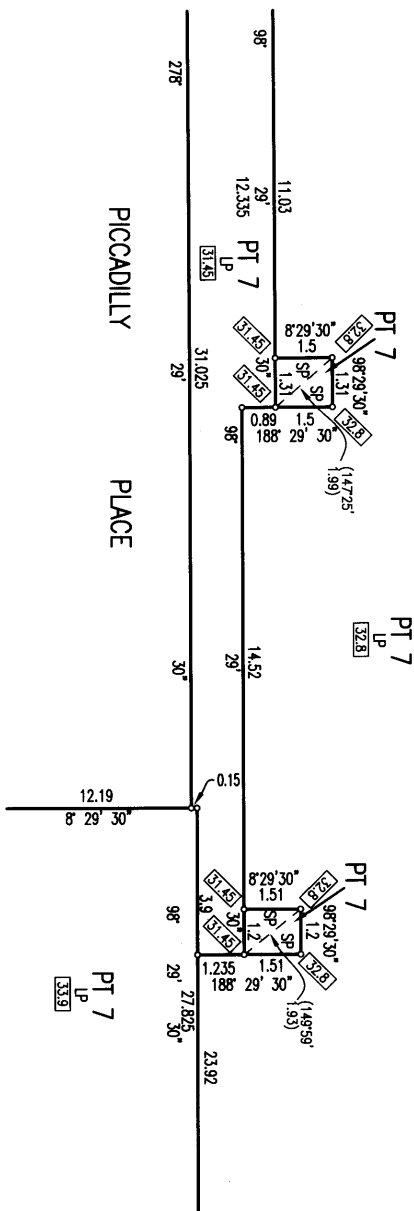


DIAGRAM 15

SCALE 1:100

KEY:
LP - LEVEL PLANE
SP - SLOPING PLANE

PROPOSED EASEMENTS:
② - RIGHT TO USE LIFT LIMITED IN HEIGHT TO LEVEL PLANE R.L.35.7.
③ - RIGHT OF ACCESS VARIATION LIMITED IN DEPTH TO LEVEL AND SLOPING PLANES SHOWN THUS ☐ AND LIMITED IN HEIGHT TO 2.5m ABOVE THESE PLANES.

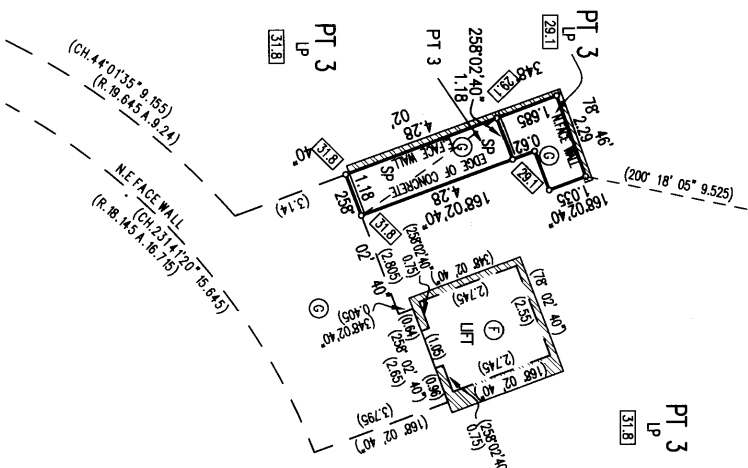


DIAGRAM 16

SCALE 1:100

DP1071735

Registered: 14-1-2005

This is sheet 12 of my plan in 14 sheets
dated 16/7/04

Surveyor registered under Surveyors Act 1929

This is sheet 12 of the plan of 14 sheets
covered by subdivision certificate No. 11-12-DWG

Authorised Person/Carman/Manager/Assistant-Certifier

For use where space is insufficient in any panel on
Plan Form 2.

Reduction Ratio 1: 100

SURVEYOR'S REFERENCE: 020322 SUB

LOTS SHOWN ARE LIMITED IN DEPTH TO THE LEVEL PLANE RL.35.9 AND ARE
UNLIMITED IN HEIGHT EXCEPT AS SHOWN IN SECTION 'D'-'D'.

BOYCE

ROAD

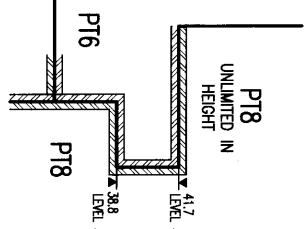
'B'

M.C.A.

ANZAC

SECTION 'D'-'D'

NOT TO SCALE



BRUCE BENNETTS PLACE

PICADILLY PLACE

BUILDING 3

BUILDING 2

BUILDING 1

PT 5

PT 7

PT 6 & PT 8

PT 6 & PT 8

PT 8

NOTE 1:

PT 6 IS LIMITED IN DEPTH TO RL.38.8 AND IN HEIGHT TO RL.41.7.

PT 8 IS LIMITED ABOVE AND BELOW THESE LIMITATIONS.

NOTE 2:

PT 6 IS LIMITED IN DEPTH TO RL.35.9 AND IN HEIGHT TO RL.41.7.

PT 8 IS ABOVE RL.41.7.

KEY:

LP - LEVEL PLANE

SP - SLOPING PLANE

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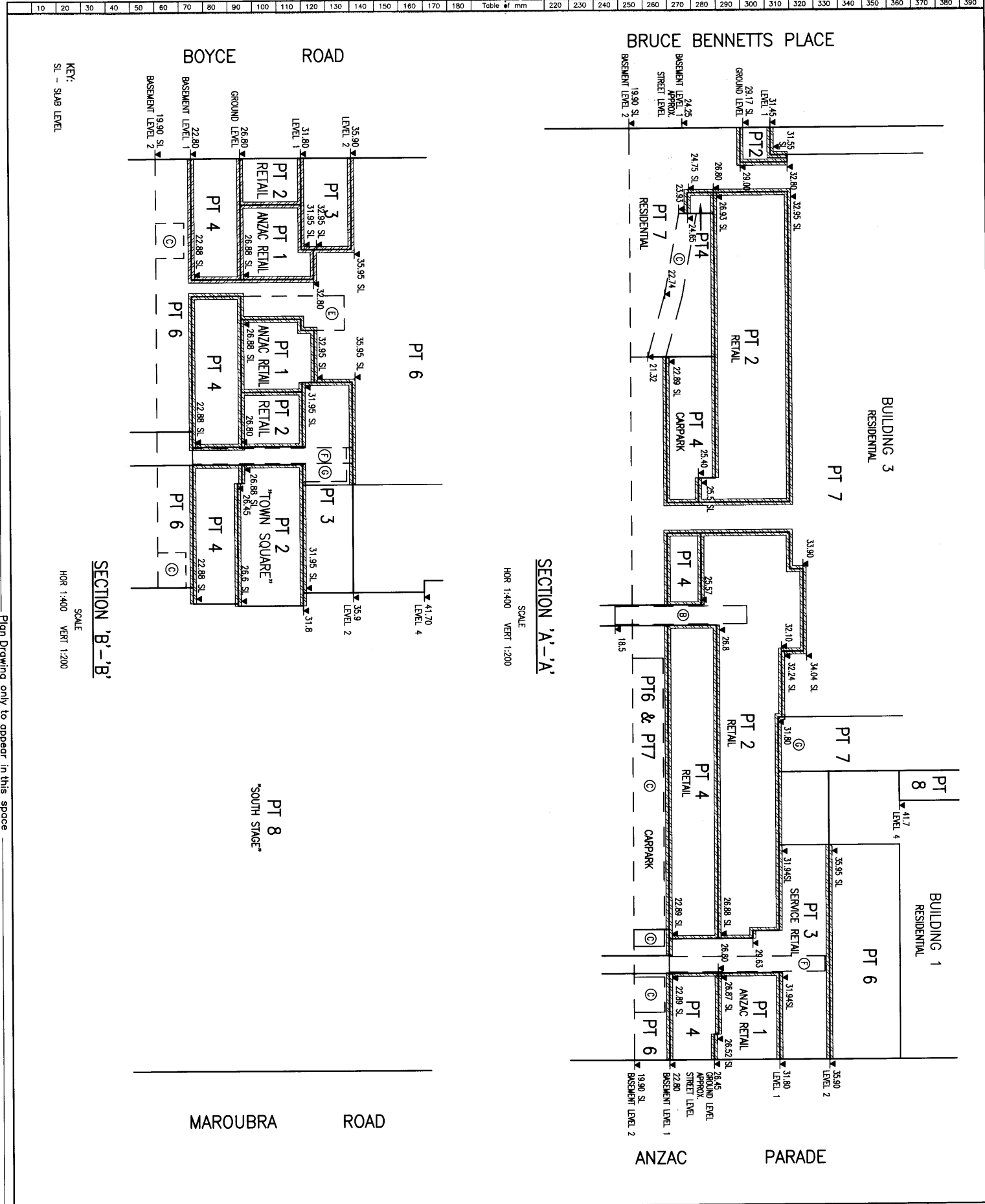
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DP1071735

Registered: 14-11-2005

This is sheet 14 of my plan in 14 sheets
dated 16/7/04

Surveyor registered under Surveyors Act 1929

This is sheet 14 of the plan of 14 sheets
covered by subdivision certificate No.

[Signature]

Authorised Person/Deputy Authorised Person/Deputy Authorised Person
For use where space is insufficient in any panel on
Plan Form 2.

Reduction Ratio: 1: 500

SURVEYOR'S REFERENCE: 020322 SUB

Strata Certificate

Warning of Intended Certificate: **Mark John Andrew**, being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

*strata plan/~~strata plan of subdivision~~

illustrated in the annexure to this certificate.

The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

The strata plan/~~strata plan of subdivision~~ is part of a development scheme. The council/~~accredited certifier~~ is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

The council/~~accredited certifier~~ does not object to the encroachment of the building/~~beyond the alignment of~~

The accredited certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

The approval is given on the condition that the use of the building/~~for the storage or accommodation of boats, motor vehicles or goods or not for human occupation as a residence, office, shop or the like~~ is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 88 of the Strata Schemes (Leasehold Development) Act 1986

Date: 25/11/2005

Subdivision No.: 163/1985

Development Consent No.: 225/1203/A

Issued By: Mark John Andrew

COUNCIL

Signature of Council Member/Strata Management/Leaseholder Certificate

Surveyors Certificate
MARK JOHN ANDREW

1. **LEVEL 5, 17 RANDLE STREET
SURREY HILLS, N.S.W. 2010**
a surveyor registered under the Surveying Act 2002, hereby certify that:

- (1) each applicable requirement of
- * Schedule 1A to the Strata Schemes (Freehold Development) Act, 1973
 - * Schedule 1A to the Strata Schemes (Leasehold Development) Act, 1986
- has been met

- (2) (a) the building encroaches on a public place:
(b) the building encroaches on land (other than a public place) in respect of which encroachment an appropriate assessment has been created by registered +
+ is to be created under section 88B of the +
+
+ State whether dealing or plan, and quote registered number

- (3) the survey information recorded in the accompanying location plan is accurate

Signature: Mark John Andrew
Date: 21/11/2005

THIS IS SHEET 1 OF MY PLAN IN 14 SHEETS

*Model By-laws adopted for this scheme - Keeping of Animals : Option A/B/C

*Schedule of By-laws in 14 sheets filed with plan

*No By-laws apply -

*Strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

LOT NO.	U.E.	LOT NO.	U.E.	LOT NO.	U.E.	LOT NO.	U.E.
1	90	25	77	49	111	73	122
2	90	26	130	50	111	74	122
3	89	27	103	51	117	75	122
4	89	28	84	52	113	76	122
5	89	29	77	53	83	77	122
6	89	30	109	54	83	78	124
7	89	31	114	55	98	79	124
8	89	32	96	56	83	80	89
9	136	33	122	57	98	81	87
10	108	34	120	58	79	82	103
11	108	35	99	59	134	83	87
12	108	36	78	60	107	84	103
13	108	37	132	61	86	85	82
14	108	38	105	62	79	86	139
15	108	39	85	63	113	87	111
16	108	40	78	64	80	88	88
17	108	41	130	65	137	89	116
18	111	42	100	66	109	90	105
19	111	43	111	67	87	91	87
20	81	44	111	68	122	92	144
21	81	45	111	69	104	93	114
22	95	46	111	70	122	94	90
23	81	47	111	71	122	95	120
24	95	48	111	72	122	96	107

Aggregate: 10000

PLAN OF SUBDIVISION OF LOT 6 D.P. 1071735.

L.G.A. : RANDWICK

Suburb/Locality : MAROUBRA JUNCTION

Parish : BOTANY

County : CUMBERLAND

Name of, and address for service of notices on, the owners corporation
(address required on original strata plan only)

THE OWNERS
STRATA PLAN No. 74378
No.717 ANZAC PARADE
MAROUBRA 2035

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

Executed by CIVICUT Pty limited ABN 97 091 426 569
in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its sole director and sole company secretary.

DAVID G. BOYER

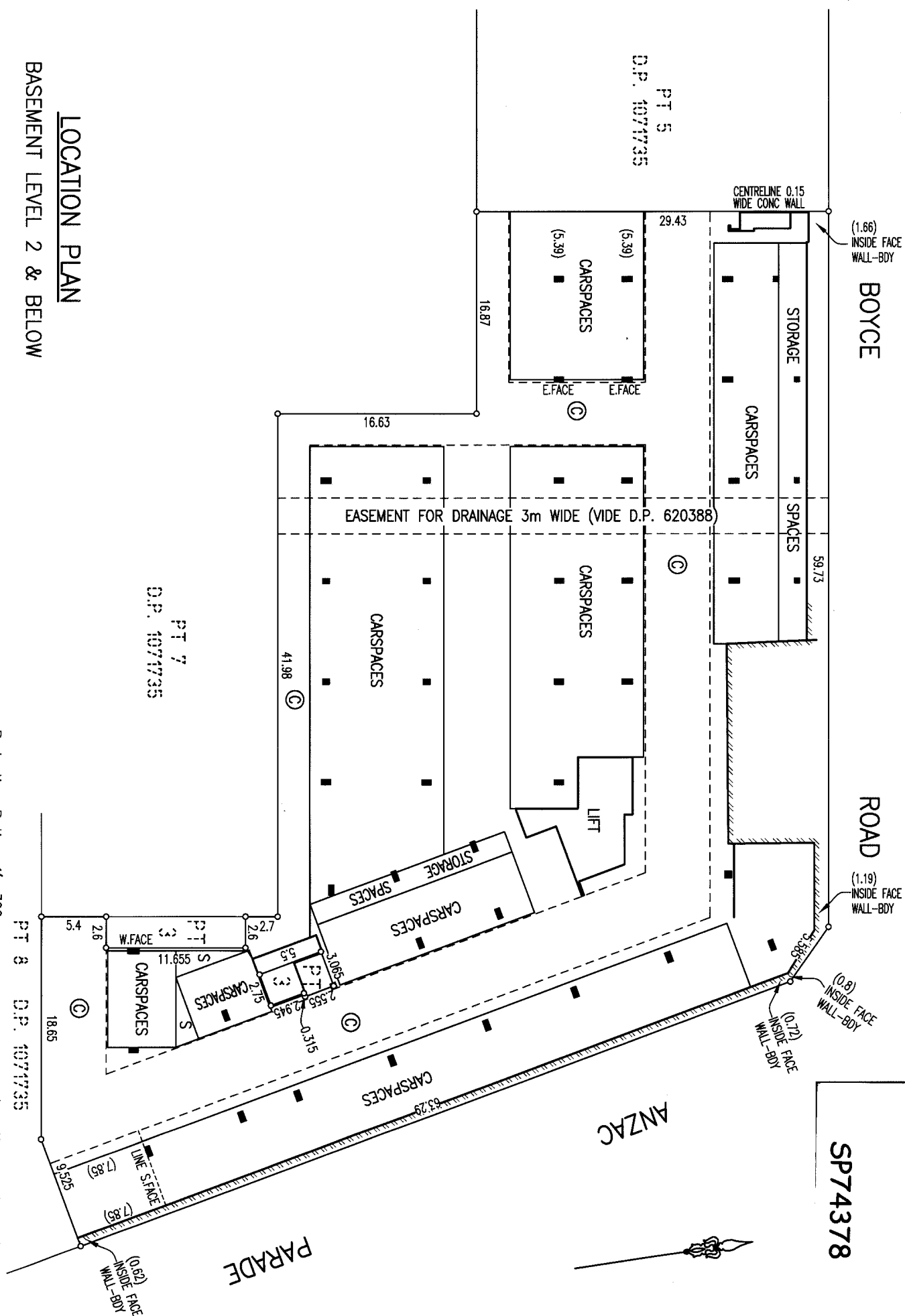
Signed in my presence for and on behalf of Proprietor/Proprietors
Limiting (to be filled in by the Proprietor/Proprietors)
JOHN BOYER, ASSISTANT MANAGER
who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 12/11/2005 (Registration No. 554144221) and that he/she has no notice of the revocation of his/her powers.

DAVID G. BOYER

Signature of Witness
Christopher Rungland
Full name of Witness

Signature of Attorney

THIS STRATA PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF SHEETS
THIS STRATA PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 179 SHEETS



LOCATION PLAN

BASEMENT LEVEL 2 & BELOW

© - RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM VIDE D.P.1071735)
S - DENOTES STORAGE

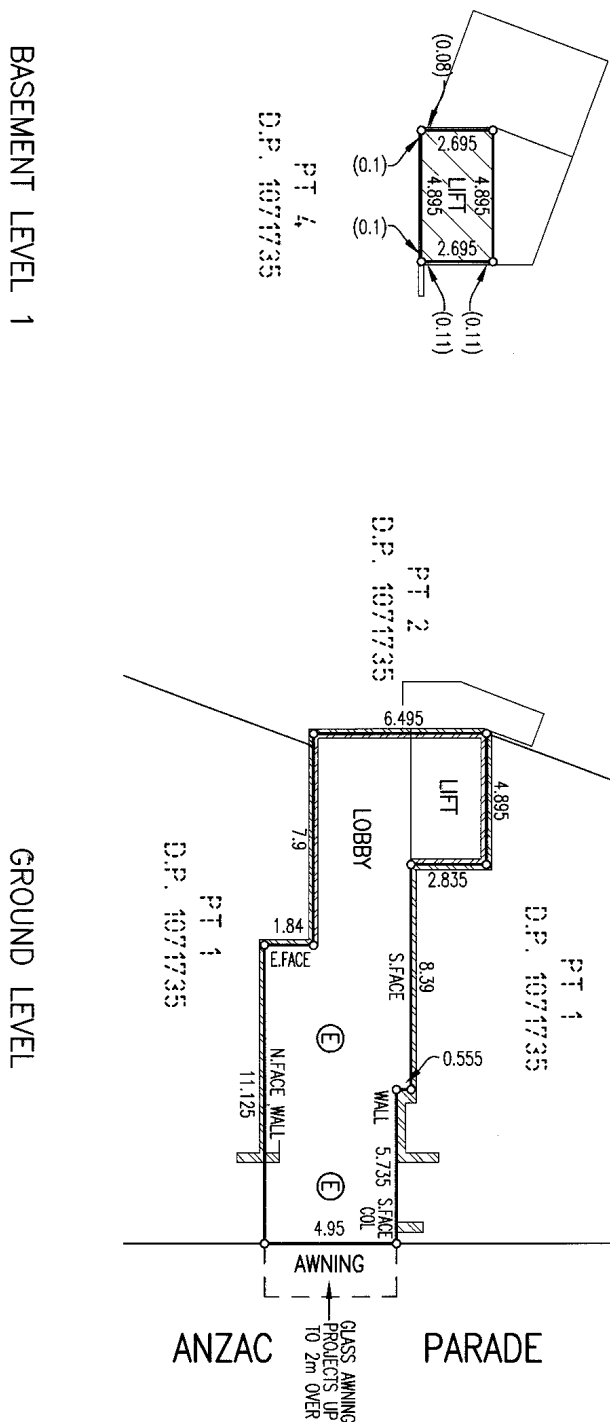
Registered Surveyor
M. S. Khan

Authorised Person General Manager / Accredited Cartographer
[Signature]

X:\02JOBS\020322_MARUBRA_MALL\BUILDING-01\Location-S2.dwg

SURVEYOR'S REFERENCE : 020322 SP BUILDING 1

SP74378



NOTE: THESE LEVELS ARE ENTIRELY
COMMON PROPERTY.

LOCATION PLAN

⑤ - RIGHT OF ACCESS VARIABLE WIDTH (VIDE D.P.1071735)

Reduction Ratio 1 : 200 ✓

Lengths are in metres

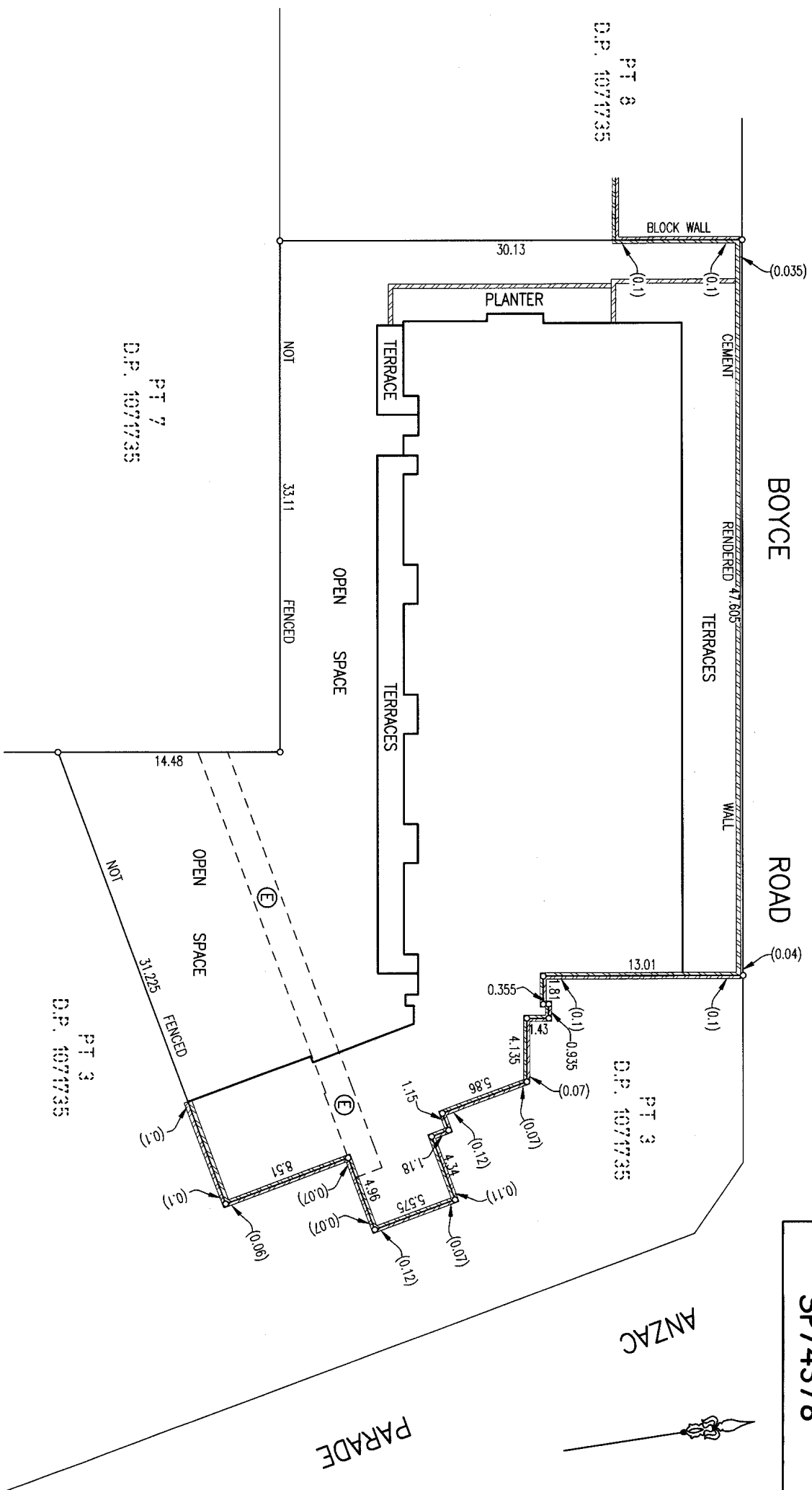
Registered Surveyor

~~Authorized Person/General Manager/Accredited Certifier~~

X:\02JOBS\020322_MAROUBRA_MALL\BUILDING-01\Location-S3.dwg

SURVEYOR'S REFERENCE : 020322 SP BUILDING 1

X:\02JOBS\020322_MARUBRA_MALL\BUILDING-01\Location-S4.dwg



LOCATION PLAN

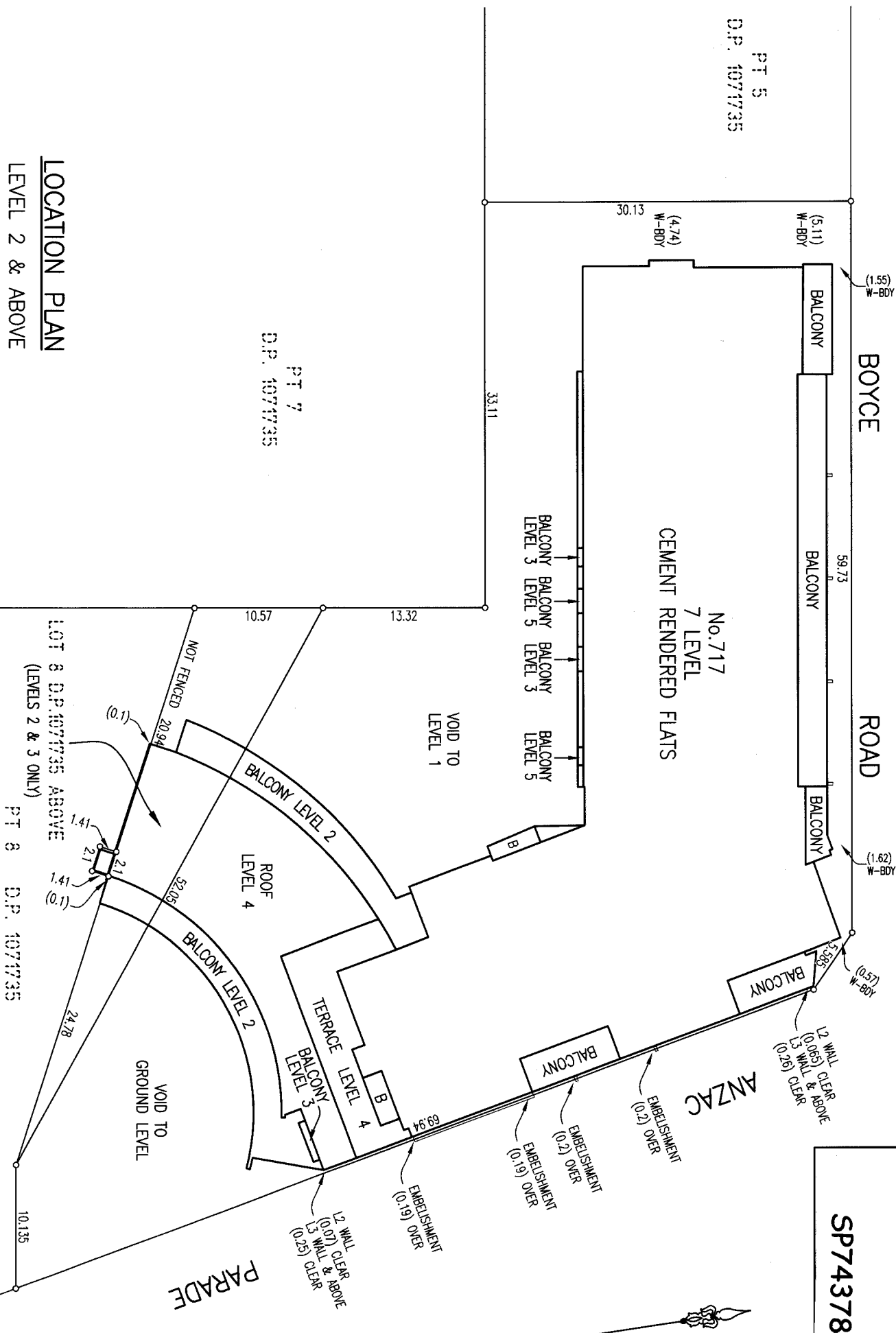
Reduction Ratio 1 : 250

Lengths are in metres

Registered Surveyor

Authorized Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE : 020322 SP BUILDING 1



LOCATION PLAN

Reduction Ratio 1 : 700

Lengths are in metres

Registered Surveyor

~~Authorized Person/General Manager/Accredited Certifier~~

X:\02JOBS\020322_MAROUBRA_MALL\BUILDING-01\Location-S5.dwg

SURVEYOR'S REFERENCE : 020322 SP BUILDING 1

COMMON

ADJOINS SHEET 7

Lengths are in metres

S - DENOTES STORAGE
Q - DENOTES CENTRELIN OF COLUMN

Reduction Ratio	1 : 200
Registered Surveyor	M. S. Jha

Lengths are in metres

X:\02JOBS\020322_MAROUBRA_MALL\BUILDING-01\Level-00-final.dwg

SURVEYOR'S REFERENCE : 020322 SP BUILDING 1

ADJOINS SHEET 6

SP74378

PT 49	PT 48	PT 47	PT 46	PT 45	PT 44	PT 43	PT 96	PT 33	PT 59
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COMMON

PROPERTY

PT 49 2.82 1.14	PT 48 2.9 1.12	PT 47 2.61 1.12	PT 46 2.9 1.12	PT 45 2.9 1.12	PT 44 2.61 1.12	PT 43 2.9 1.13	PT 96 2.9 1.13	PT 33 2.6 1.03	PT 59 2.9 1.03
PT 8 2.82 0.91	PT 28 2.9 1.07	PT 18 2.61 1.07	PT 17 2.9 1.07	PT 16 2.9 1.07	PT 15 2.61 1.07	PT 24 2.9 1.07	PT 22 2.9 1.07	PT 11 2.6 0.97	PT 27 2.9 0.97
PT 7 2.82 0.91	PT 6 2.9 1.07	PT 5 2.61 1.07	PT 4 2.9 1.07	PT 3 2.9 1.07	PT 2 2.61 1.07	PT 1 2.9 1.07	PT 42 2.9 1.07	PT 55 2.6 0.97	PT 91 2.9 0.97
PT 8 2.82 0.91	PT 28 2.9 1.07	PT 18 2.61 1.07	PT 17 2.9 1.07	PT 16 2.9 1.07	PT 15 2.61 1.07	PT 24 2.9 1.07	PT 22 2.9 1.07	PT 11 2.6 0.97	PT 27 2.9 0.97

COMMON

PROPERTY

PT 82 2.9	PT 83 2.9	PT 85 2.9	PT 80 2.9	PT 88 2.9	PT 81 2.9	PT 64 2.9	PT 67 2.9	PT 86 2.9	PT 14 2.9	PT 13 2.9	PT 12 2.9	PT 25 2.9	PT 23 2.9	PT 30 2.9
PT 82 2.9	PT 83 2.9	PT 85 2.9	PT 80 2.9	PT 88 2.9	PT 81 2.9	PT 64 2.9	PT 67 2.9	PT 86 2.9	PT 14 2.9	PT 13 2.9	PT 12 2.9	PT 25 2.9	PT 23 2.9	PT 30 2.9
PT 82 2.9	PT 83 2.9	PT 85 2.9	PT 80 2.9	PT 88 2.9	PT 81 2.9	PT 64 2.9	PT 67 2.9	PT 86 2.9	PT 14 2.9	PT 13 2.9	PT 12 2.9	PT 25 2.9	PT 23 2.9	PT 30 2.9
PT 82 2.9	PT 83 2.9	PT 85 2.9	PT 80 2.9	PT 88 2.9	PT 81 2.9	PT 64 2.9	PT 67 2.9	PT 86 2.9	PT 14 2.9	PT 13 2.9	PT 12 2.9	PT 25 2.9	PT 23 2.9	PT 30 2.9

BASEMENT LEVEL 2S - DENOTES STORAGE
C - DENOTES CENTRELINE OF COLUMN

Reduction Ratio 1 : 200

Lengths are in metres

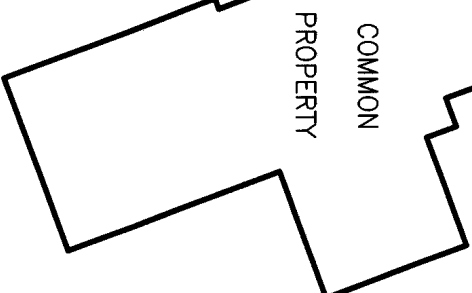
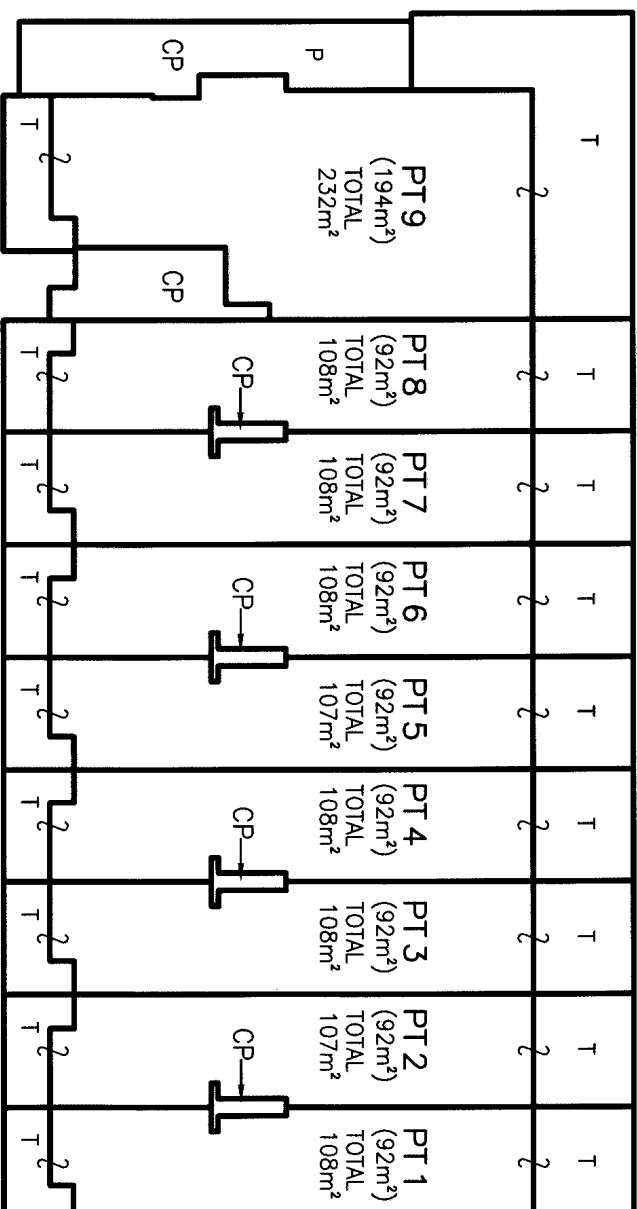
Registered Surveyor

Authorised Person/Deputy Manager/Accredited Cartographer

SURVEYOR'S REFERENCE : 020322 SP BUILDING 1

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SP74378



THE STRATUM OF THE TERRACES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

LEVEL 1

CP - DENOTES COMMON PROPERTY
P - DENOTES PLANTER
T - DENOTES TERRACE

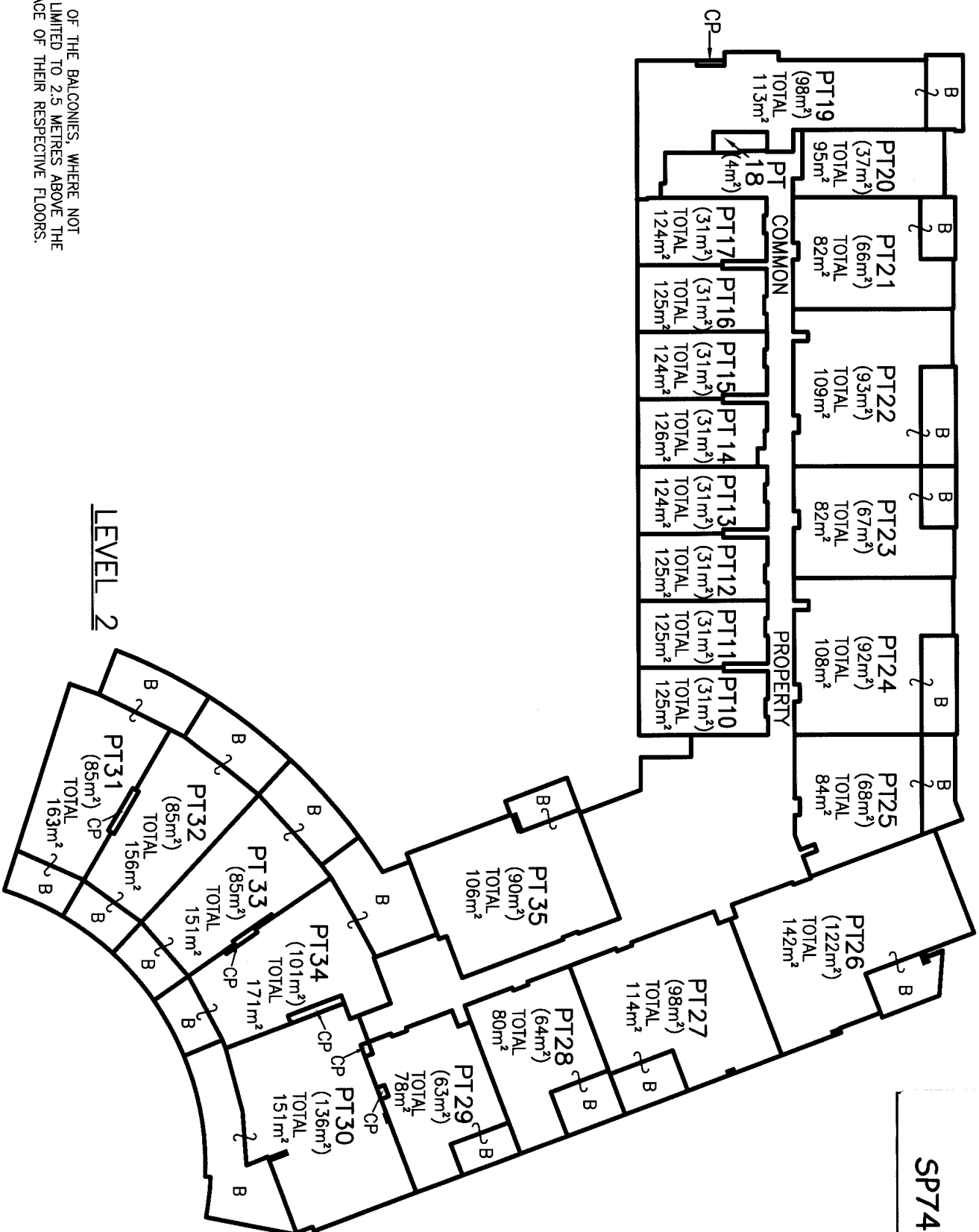
Reduction Ratio 1/1:200

Lengths are in metres

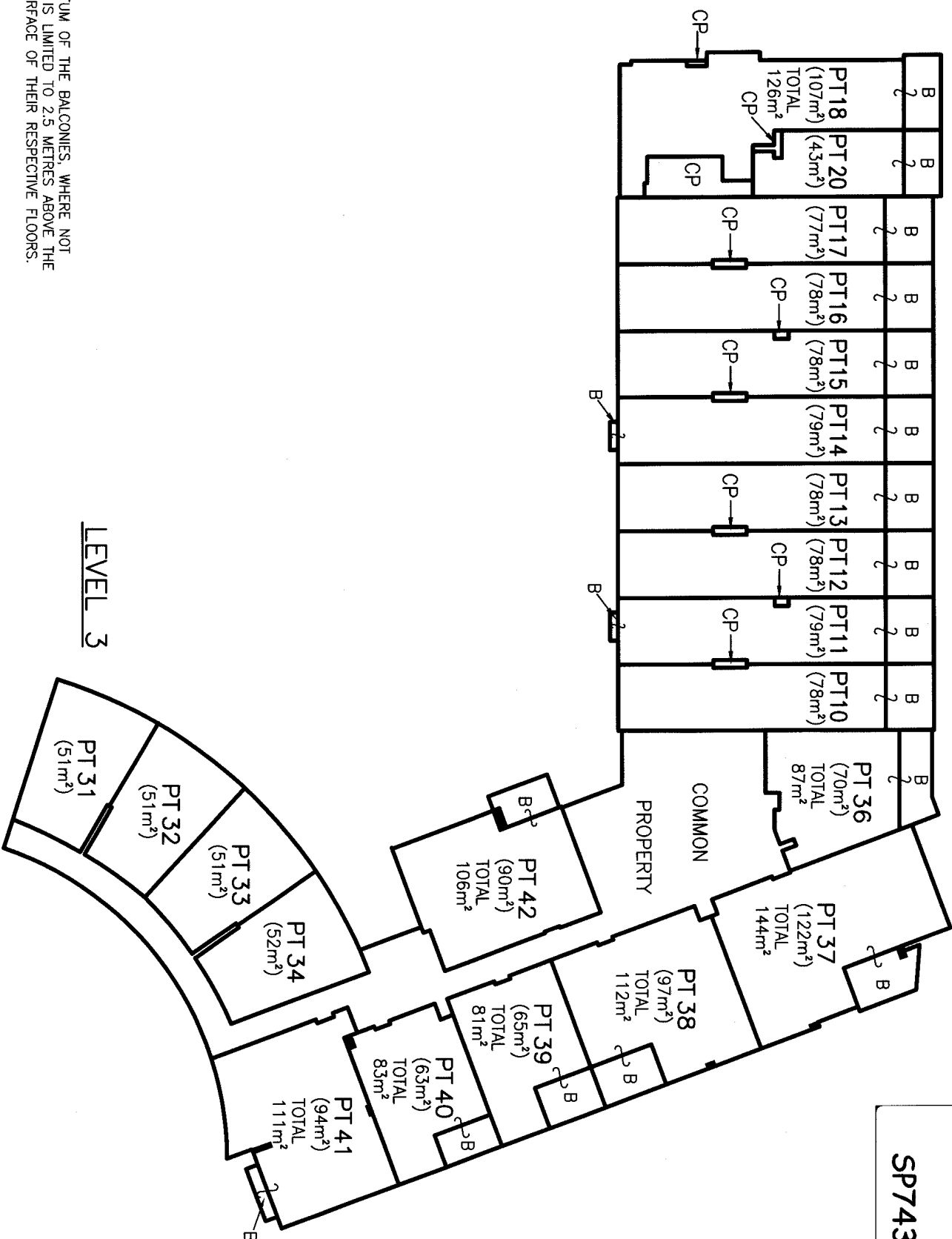
Registered Surveyor *M. S. Suman*

Authorised Person/General Manager/ Accredited Certifier *[Signature]*

SP74378

Registered Surveyor
*M.S. Khan*Authorised Person/Manager/Accountant/Certifier
MLL

SP74378



LEVEL 3

THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

CP - DENOTES COMMON PROPERTY
B - DENOTES BALCONY

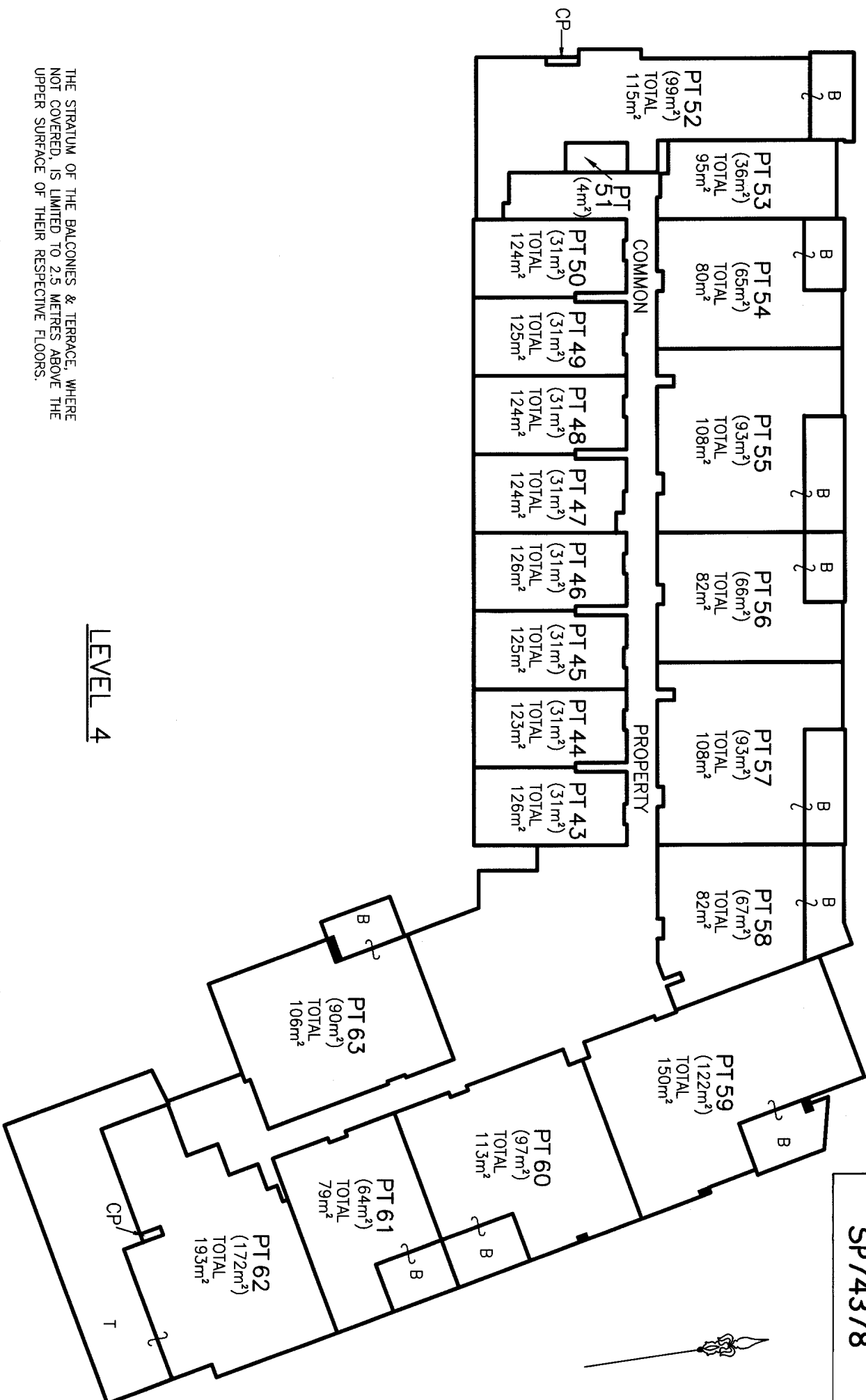
Reduction Ratio 1 : 250

Lengths are in metres

Registered Surveyor *M.S. Jagan*

Authorised Person/General Manager/Accredited Certifier *Ullmar*

SP74378



LEVEL 4

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

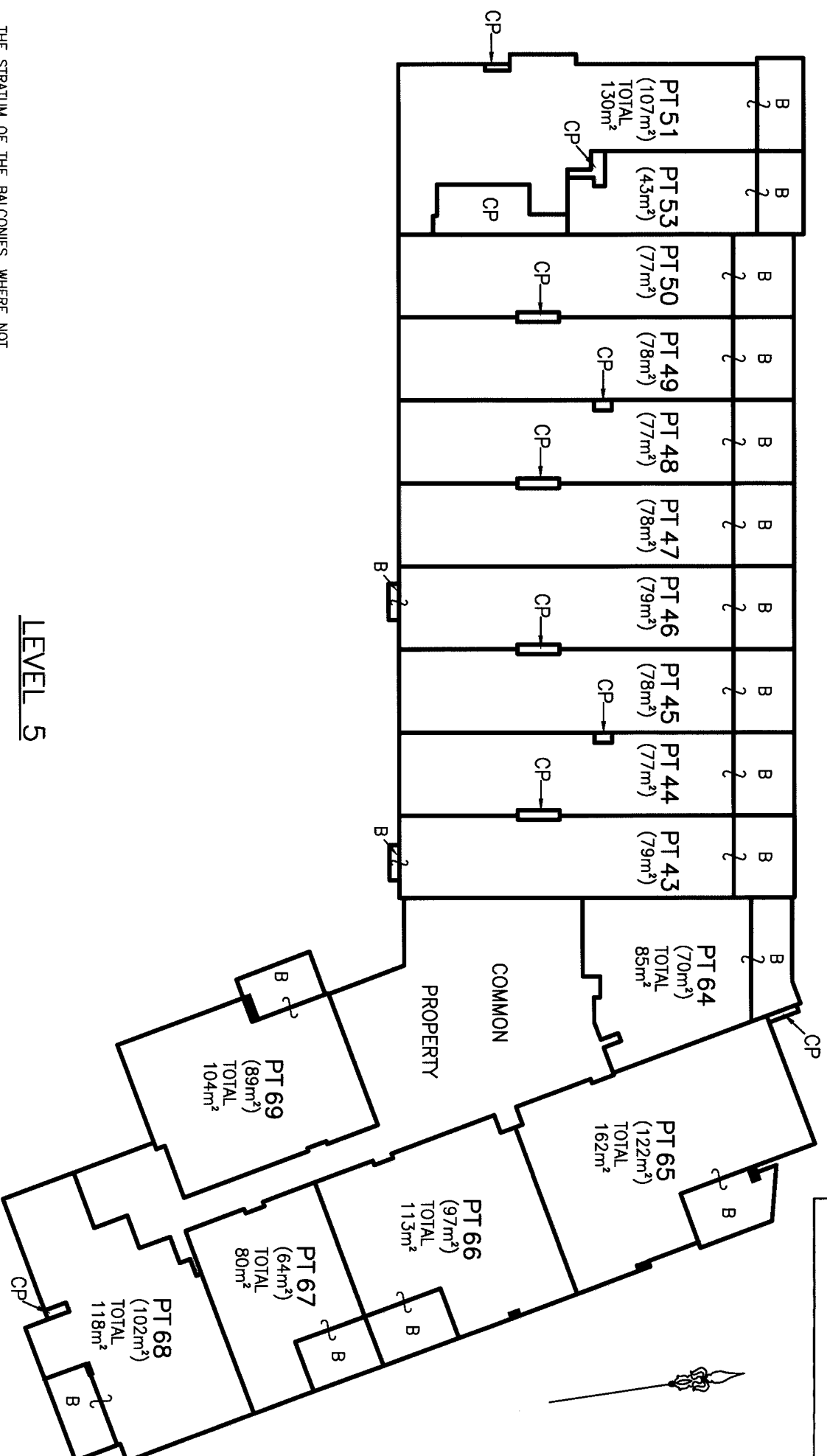
M. S. Suman

Authorised Person/General Manager/ Accredited Cartiller

SURVEYOR'S REFERENCE : 020322 SP BUILDING 1

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SP74378

LEVEL 5

THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

CP - DENOTES COMMON PROPERTY
B - DENOTES BALCONY

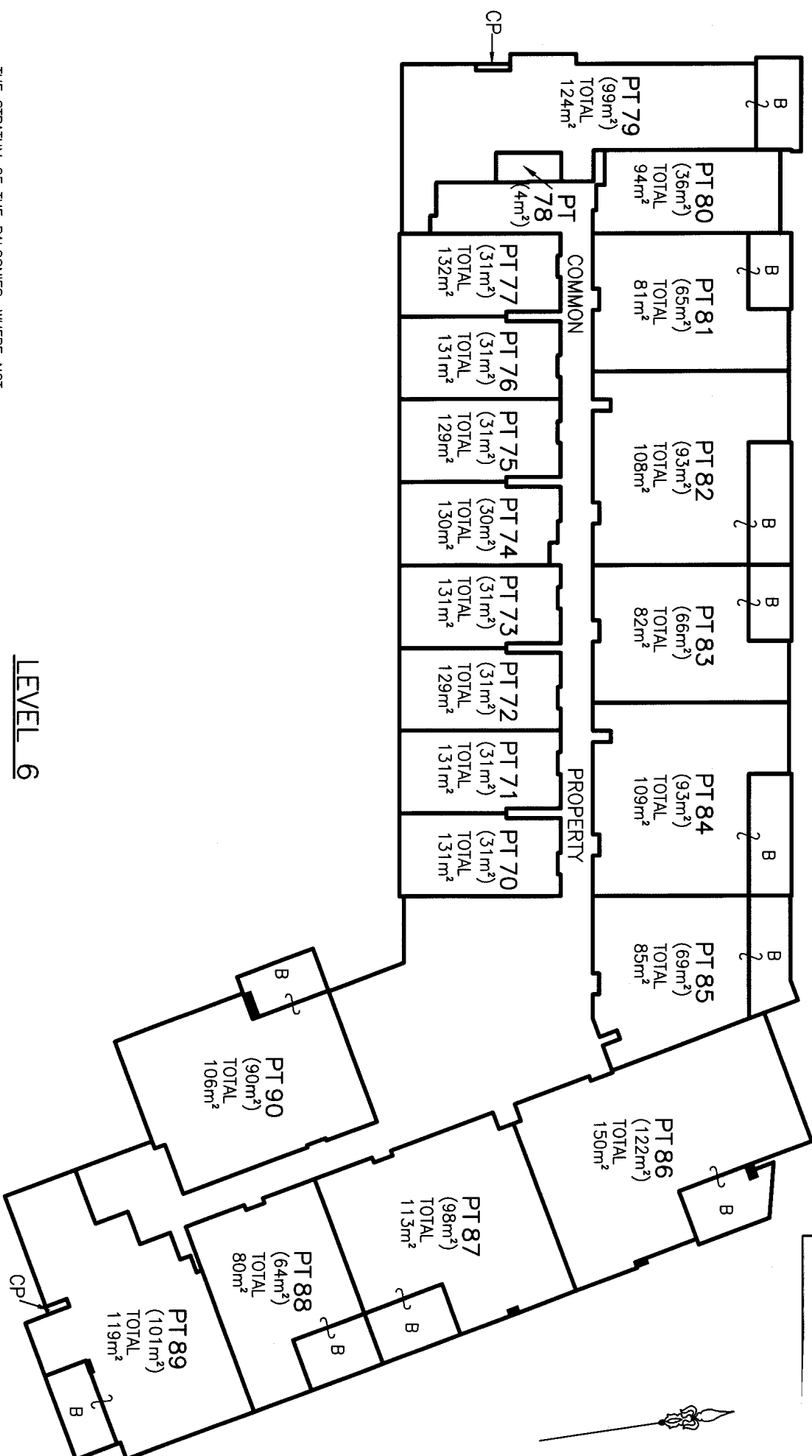
Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SP74378



LEVEL 6

THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

CP - DENOTES COMMON PROPERTY
 B - DENOTES BALCONY

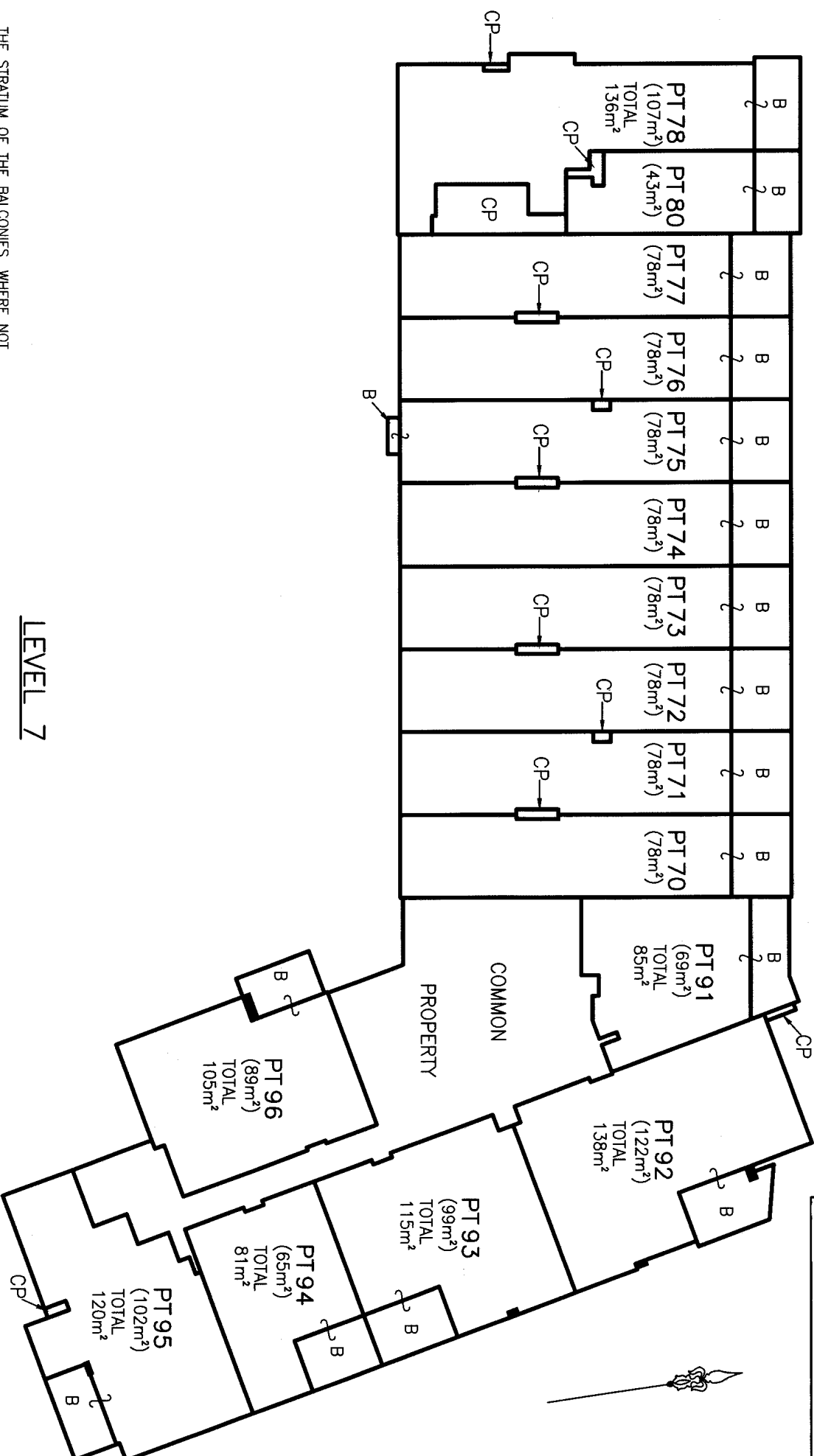
Reduction Ratio 1 : 1200

Lengths are in metres

Registered Surveyor

Authorised Firm/Person/Manager/Accredited Certifier

SP74378

LEVEL 7

THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

CP - DENOTES COMMON PROPERTY
B - DENOTES BALCONY

Reduction Ratio 1 : 1200

Lengths are in metres

Registered Surveyor

Authorised Firm/Person/Manager/ Accredited Certificate

Strata Certificate

Where a Council/Accredited Certifier, **ANTHONY ALLAN**, being satisfied that the requirements of the "Strata Schemes (Freehold Development) Act 1973 or "Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

*strata plan/*strata plan of subdivision

illustrated in the enclosure to this certificate.

*The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

*The strata plan/strata plan of subdivision is consistent with a development scheme. The Council/Accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the slope of the strata development contract to which it relates.

*The Council does not object to the encroachment of the building beyond the alignment of the

*The accredited certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

*This approval is given on the condition that the use of the building is restricted to the use of the building as a shop or other business premises (being utility lot/s designed to be used primarily for the purpose of carrying out a business, trade, profession or goods and not for human occupation and residence, office or shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 66 of the Strata Schemes (Leasehold Development) Act 1986

Date: **31/1/05**

Subdivision No.: **03/1/2005**
Accreditation No.: **PSA 0008 223/2003/A**
Where a Council/Accredited Certifier, **ANTHONY ALLAN**, being satisfied that the requirements of the "Strata Schemes (Freehold Development) Act 1973 or "Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

*strata plan/*strata plan of subdivision

illustrated in the enclosure to this certificate.

Surveyors Certificate
MARK JOHN ANDREW

I, **MARK JOHN ANDREW**
of **LEVEL 5, 17 RANDLE STREET**
SURRY HILLS, N.S.W. 2010
a surveyor registered under the Surveying Act 2002,
hereby certify that:

(1) each applicable requirement of

* Schedule 1A to the Strata Schemes (Freehold Development) Act, 1973

* Schedule 1A to the Strata Schemes (Leasehold Development) Act, 1986

has been met

(2) * (a) the building encroaches on a public place:

(b) the building encroaches on land (other than a public place) in respect of which encroachment on appropriate easement: has been created by registered +

* is to be created under section 88B of the Conveyancing Act, 1919

(3) the survey information recorded in the accompanying location plan is accurate

Signature: **M J Andrew**

Date: **25/1/2005**

* Delete if inapplicable
+ State whether dealing or plan, and quote registered number

THIS IS SHEET 1 OF MY PLAN IN 10 SHEETS

PLAN OF SUBDIVISION OF LOT 5 D.P. 1071735.

L.G.A. : RANDWICK

Suburb/Locality : MAROUBRA

Parish : BOTANY

County : CUMBERLAND

SP74405

Registered : **LS16-3-2005**

Purpose : STRATA PLAN

Ref. Map : RANDWICK SH29

Last Plan : DP 1071735

Name of, and address for service of notices on, the owners corporation
(Address required on original strata plan only)

THE OWNERS
STRATA PLAN No. 74405
97 BOYCE ROAD
MAROUBRA 2035

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:

1. EASEMENT FOR CARPARKING VAR. WIDTH.

Executed by Australia and New Zealand Banking Group Limited A/C.N. 005 857 522 signed by its Attorney

ADAM CURTIS COTTELL who certifies that he is Manager, Property and Construction, Finance pursuant to Power of Attorney registered No. 564 Book 4388

Signed in the presence of **Shirley Anne HUTHILL** Bank Officer

Executed by CLYDE Pty Limited

ABN 97 091 426 569 in accordance with

Section 12(1) of the Corporations Act 2001 (with)

by authority of its sole director and sole company secretary

DAVID G. BOYER

THIS STRATA PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 179 SHEETS FILED WITH SP 74405

Signed in my presence for and on behalf of Perpetual Nominees Limited (A.C.N. 000 733 700) by its Attorney

who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 12/1/05

and that he/she has no notice of the revocation of his/her powers

Signature of Witness

Full name of Witness

Signature of Attorney

Signature of Attorney

Signature of Attorney

Signature of Attorney

Signature of Attorney

Signature of Attorney

SCHEDULE OF UNIT ENTITLEMENT

LOT NO. U.E. LOT NO. U.E.

1 220 26 152 51 115

2 222 27 152 52 88

3 222 28 152 53 227

4 150 29 153 54 122

5 127 30 166 55 119

6 130 31 215 56 147

7 126 32 119 57 116

8 125 33 116 58 149

9 123 34 142 59 58

10 123 35 105 60 123

11 123 36 86 61 120

12 123 37 120 62 153

13 123 38 167 63 115

14 126 39 159 64 151

15 127 40 157 65 241

16 211 41 154 66 125

17 118 42 153 67 125

18 115 43 153 68 157

19 139 44 154 69 119

20 103 45 154 70 156

21 85 46 177

22 164 47 222

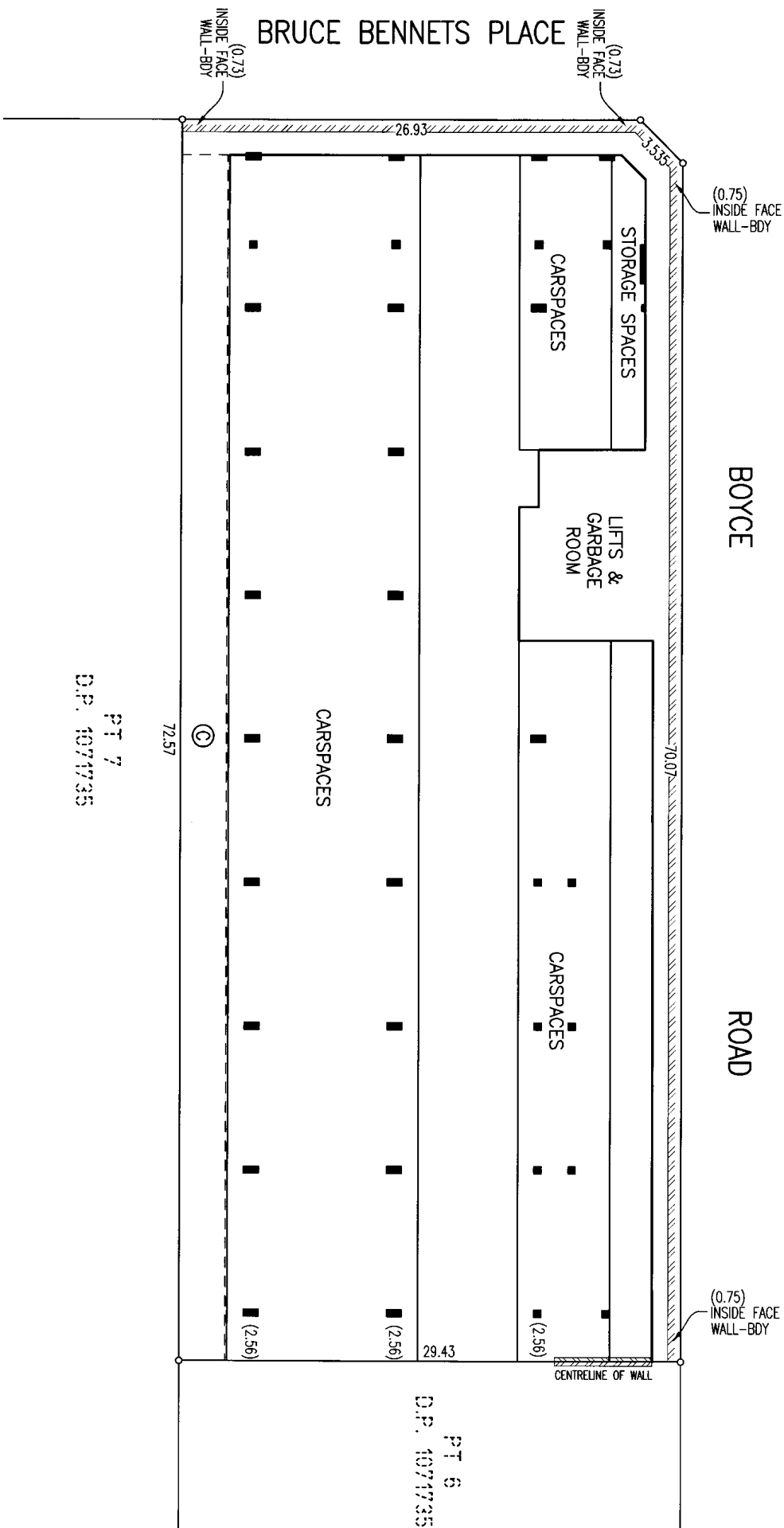
23 156 48 120

24 154 49 118

25 152 50 144

Aggregate: 10,000

SP74405



LOCATION PLAN

BASEMENT LEVEL 2

PT 7
D.P. 1071735

PT 6
D.P. 1071735

© - RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM VIDE D.P.1071735)

Reduction Ratio 1 : 250

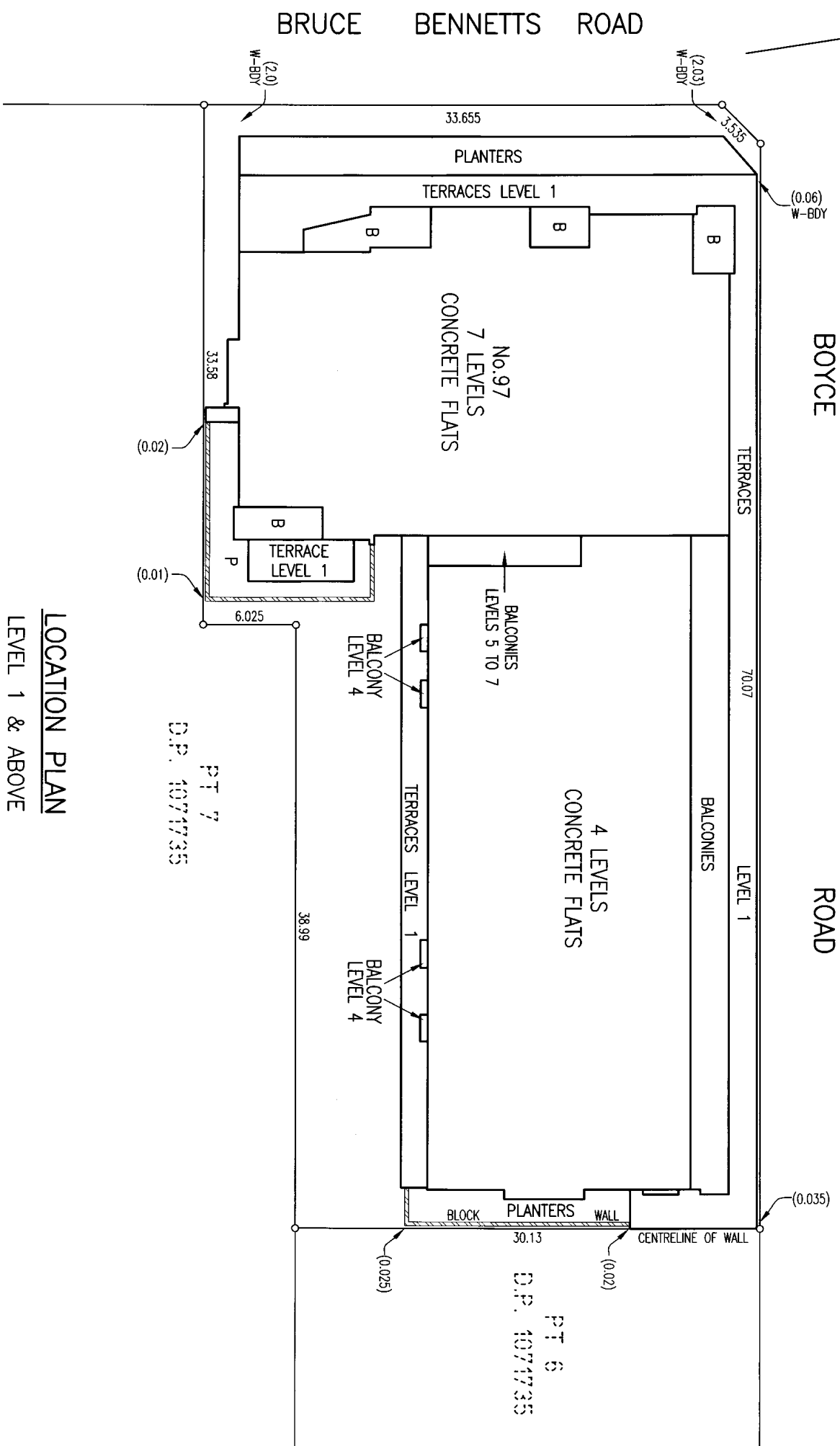
Lengths are in metres

Registered Surveyor
M. S. Suman

Authorised General Manager / Accredited Certifier
[Signature]

SURVEYOR'S REFERENCE : 020322 SP BUILDING 2

SP74405



LOCATION PLAN
LEVEL 1 & ABOVE

Reduction Ratio 1 : 250

Lengths are in metres

B - DENOTES BALCONY
 P - DENOTES PLANTER

Registered Surveyor

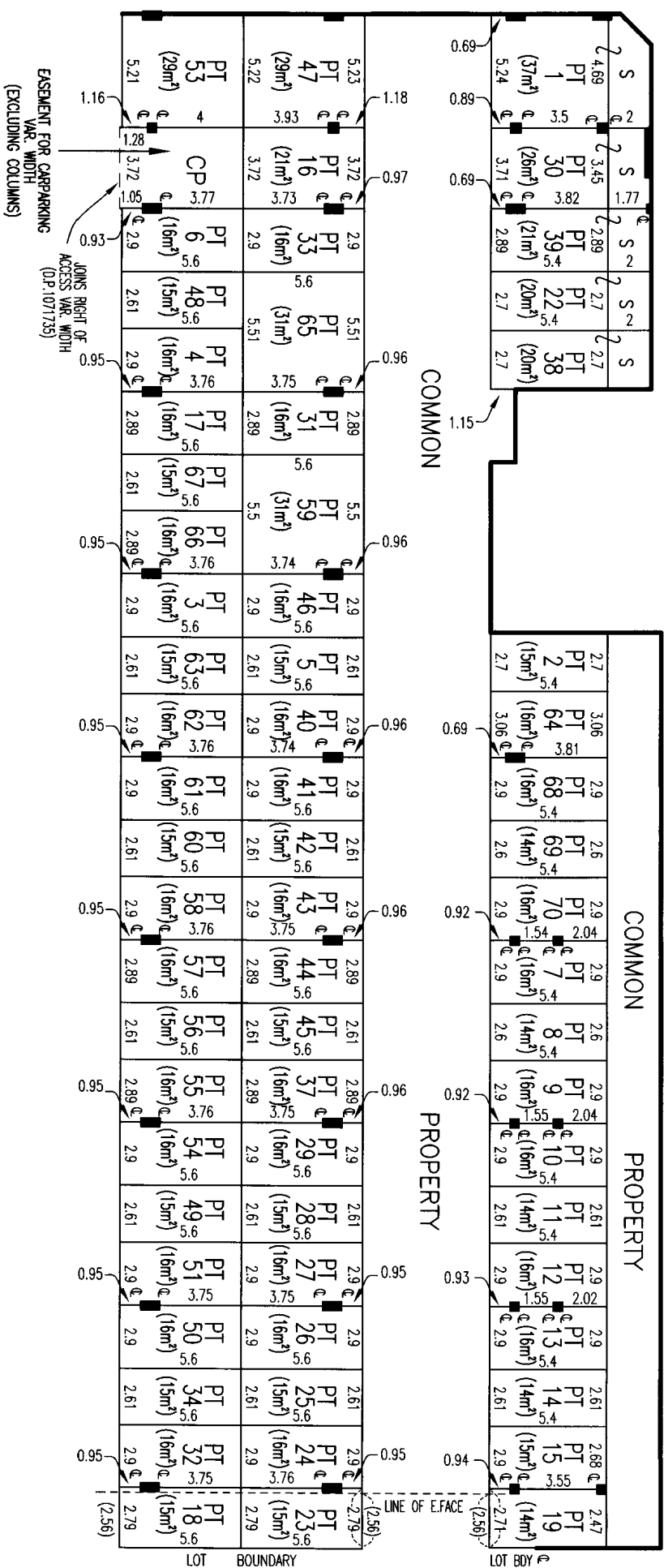
Authorised Person/Manager/Accountant/Certifier

X:\0210BS\020322_MARUBRA_MALL\BUILDING-02\Location-S4.dwg

SURVEYOR'S REFERENCE : 020322 SP BUILDING 2

BASEMENT LEVEL 2

SP74405



CP - DENOTES CP
S - DENOTES STORAGE
C - DENOTES CENTRELINE OF COLUMN

Reduction Ratio 1 : 200

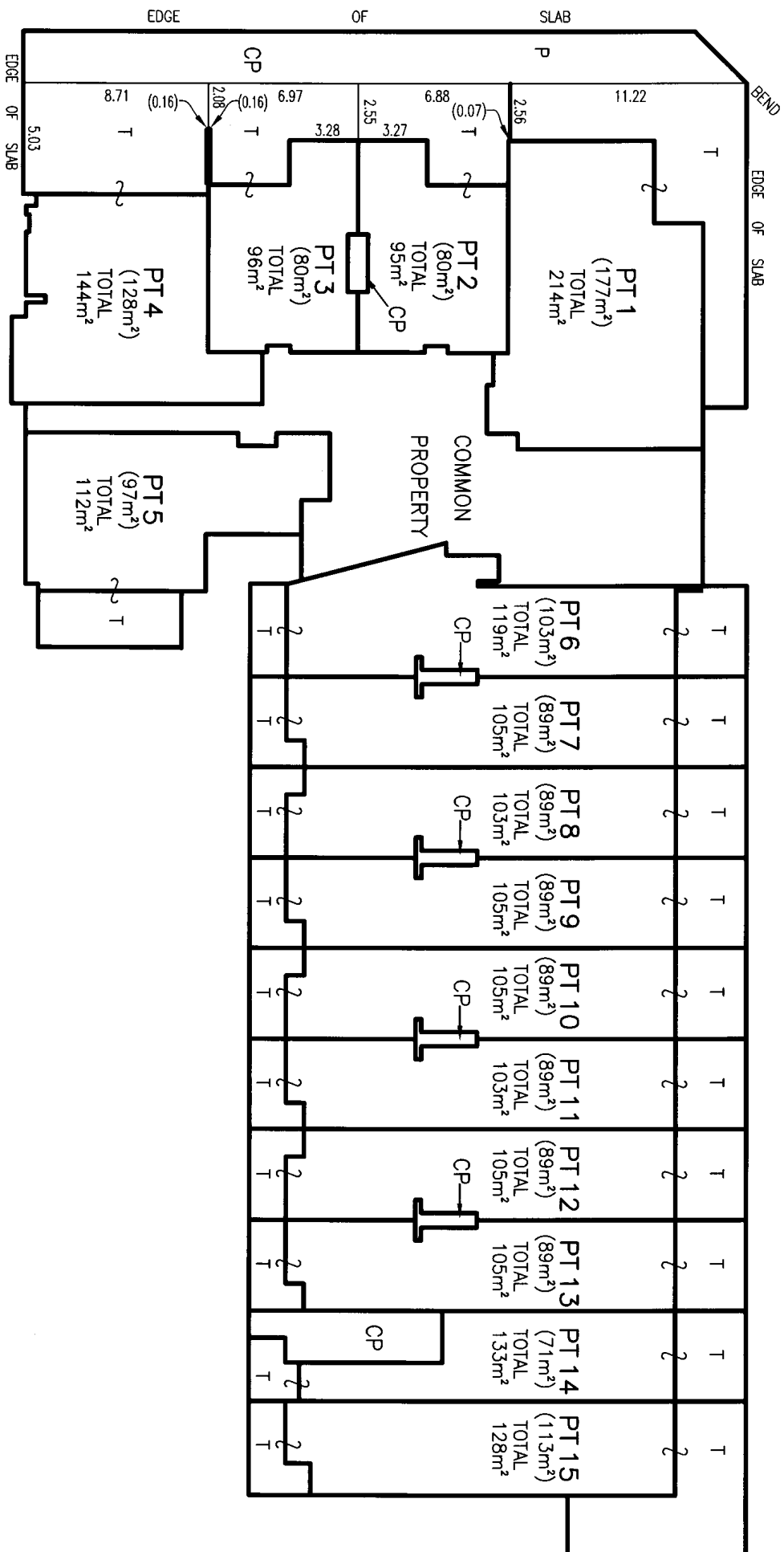
Lengths are in metres

Registered Surveyor

Authorised Forestry/Conservation Manager/ Accredited Certifier

LEVEL 1

SP74405



THE STRATUM OF THE TERRACES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

CP - DENOTES COMMON PROPERTY
P - DENOTES PLANTER
T - DENOTES TERRACE

Reduction Ratio 1 : 1/200

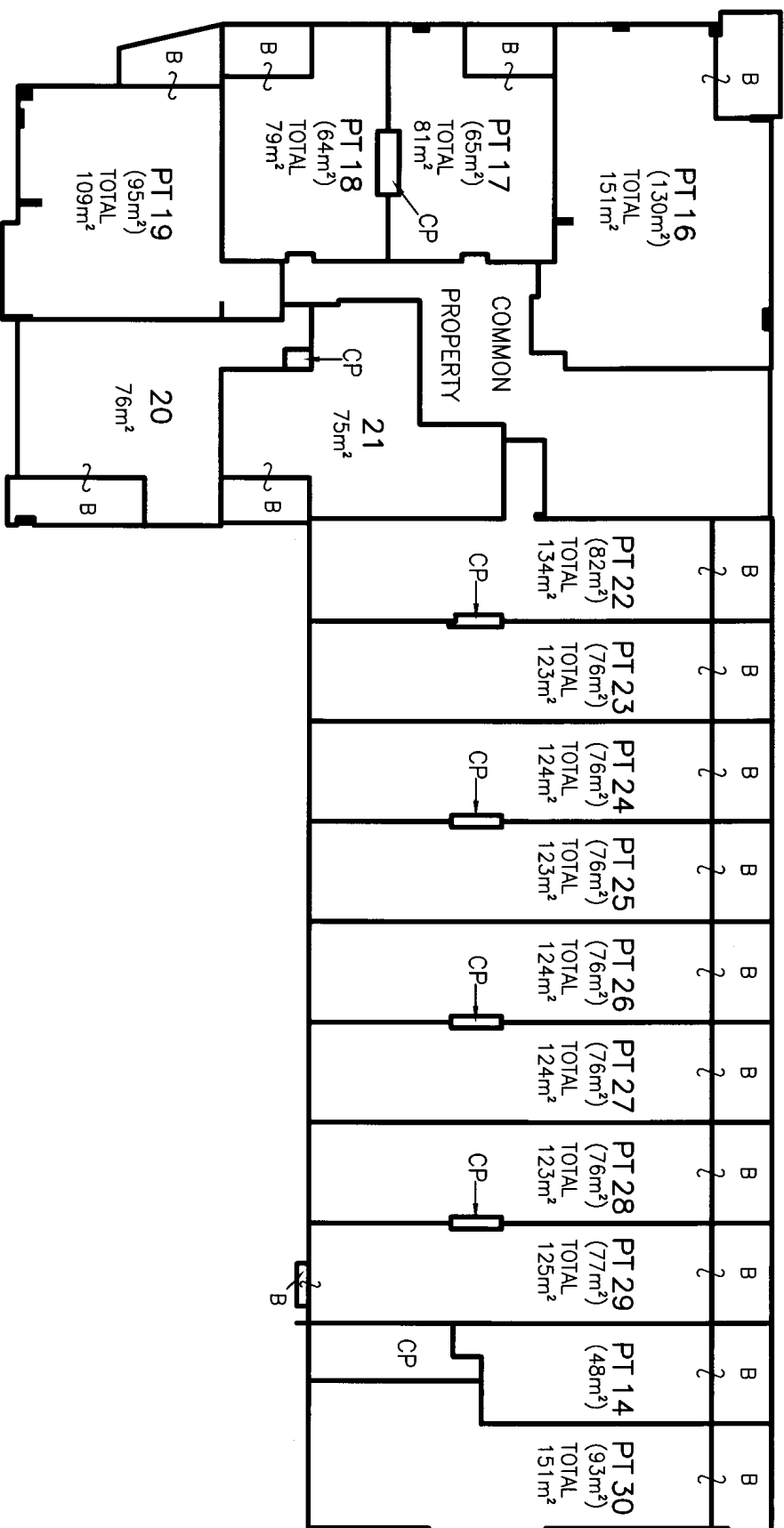
Lengths are in metres

Registered Surveyor
M. S. Shree

Authorised General Manager/Accredited Cartifier
MLL

SURVEYOR'S REFERENCE : 020322 SP BUILDING 2

SP74405

LEVEL 2

THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

CP - DENOTES COMMON PROPERTY
B - DENOTES BALCONY

Reduction Ratio 1/:200

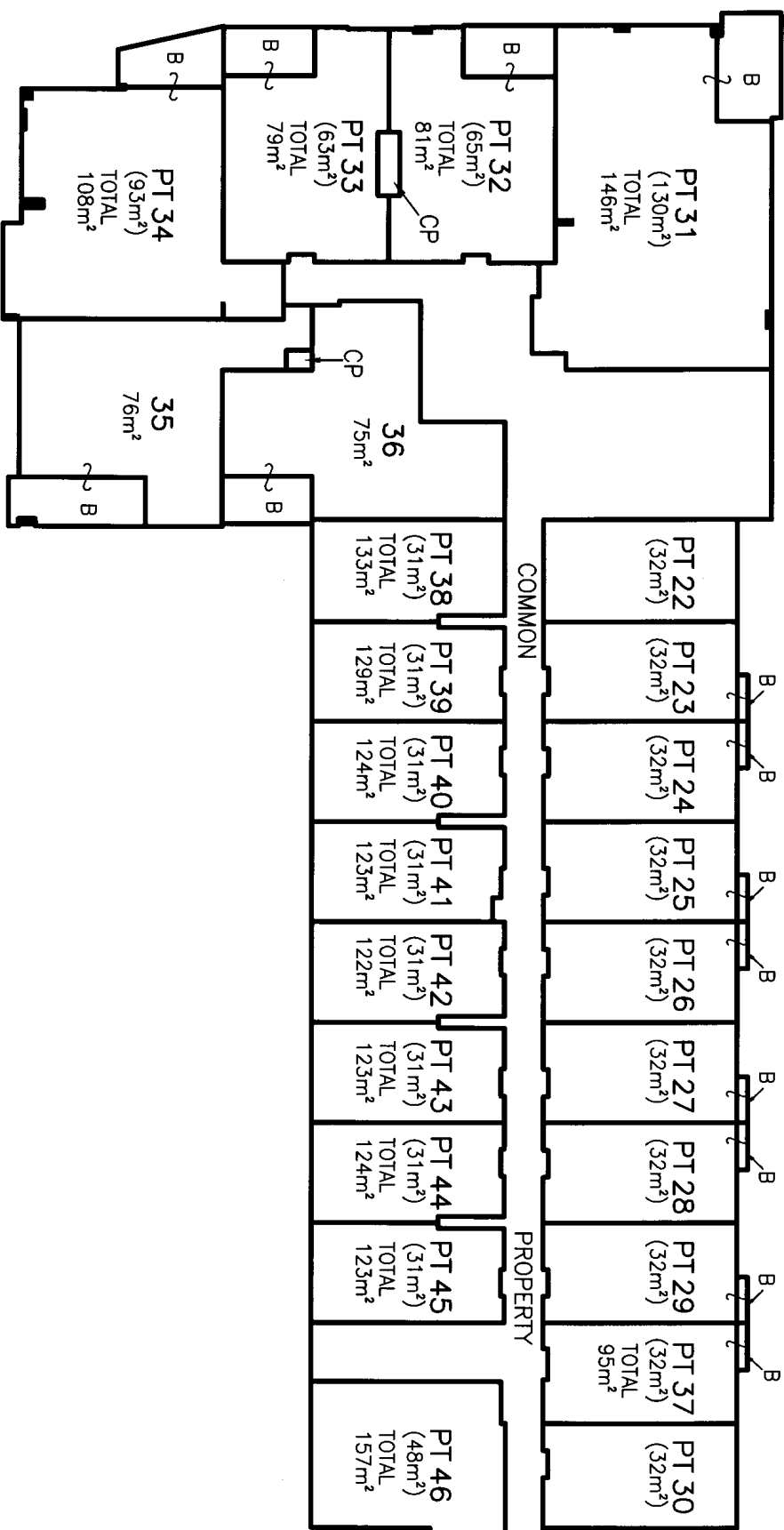
lengths are in metres

Registered Surveyor

Authorised Drawing/Issued/Manager/ Accredited Certifier

LEVEL 3

SP74405



THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

CP - DENOTES COMMON PROPERTY
B - DENOTES BALCONY

Reduction Ratio 1:200

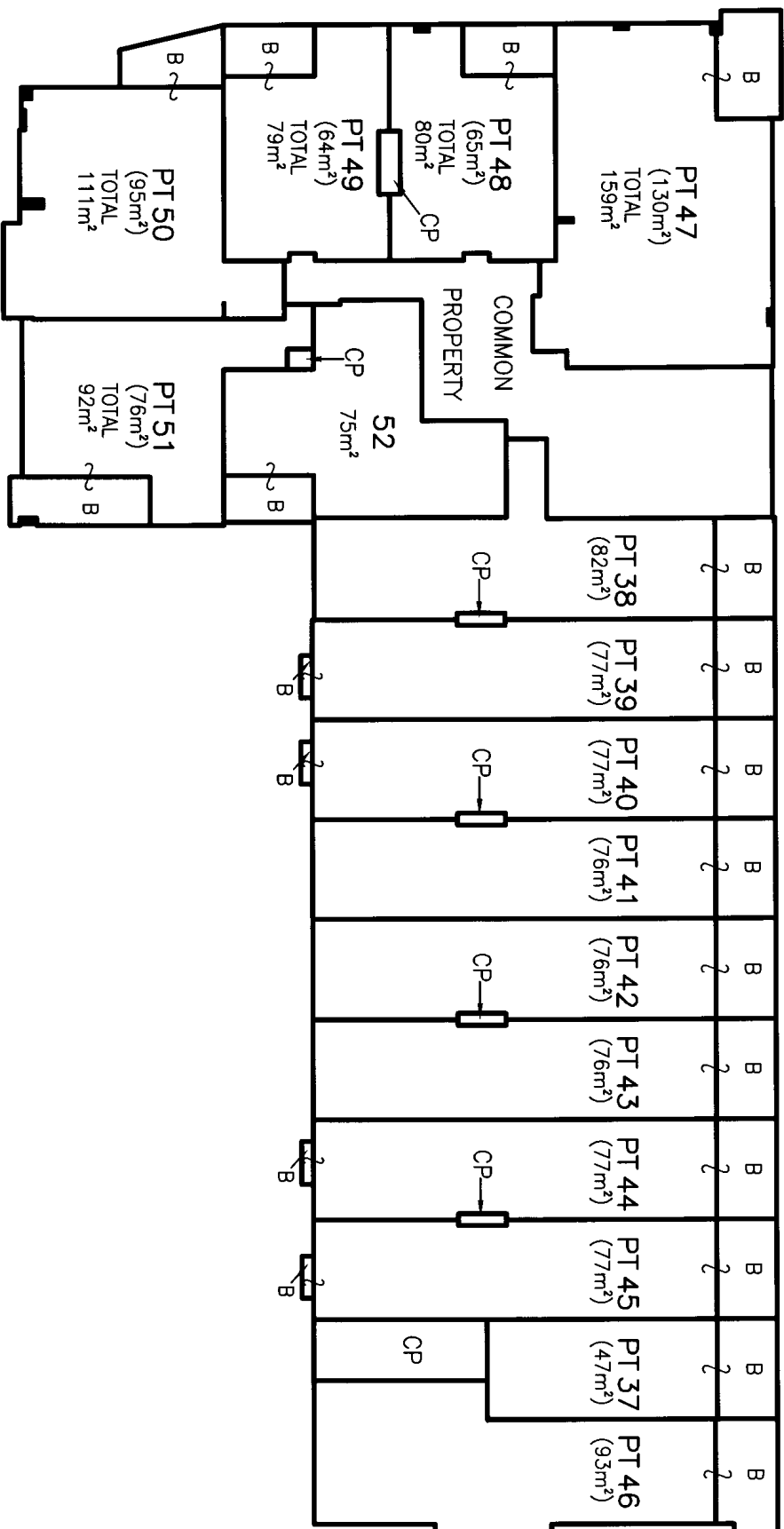
Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

LEVEL 4

SP74405



THE STRATUM OF THE BALCONIES, WHERE NOT COVERED,
IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE
OF THEIR RESPECTIVE FLOORS.

CP - DENOTES COMMON PROPERTY
B - DENOTES BALCONY

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

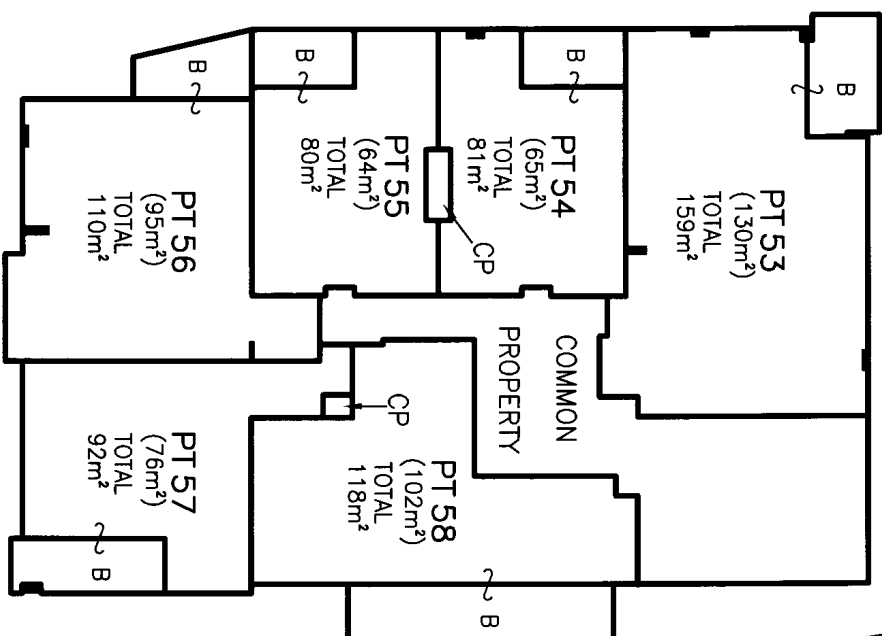
M. S. J. J. J.

Authorised Person/General Manager/Accredited Certifier

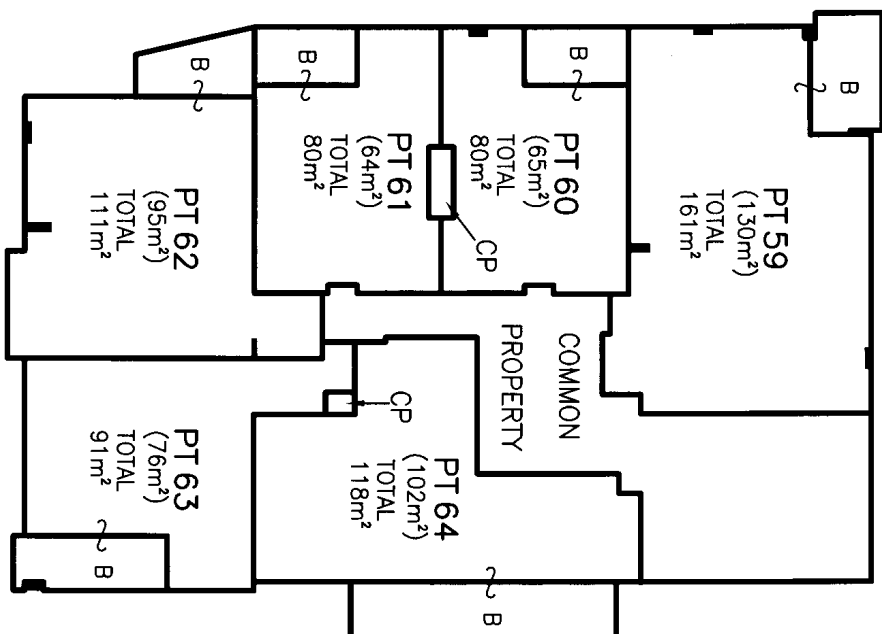
1/1/1/1

SP74405

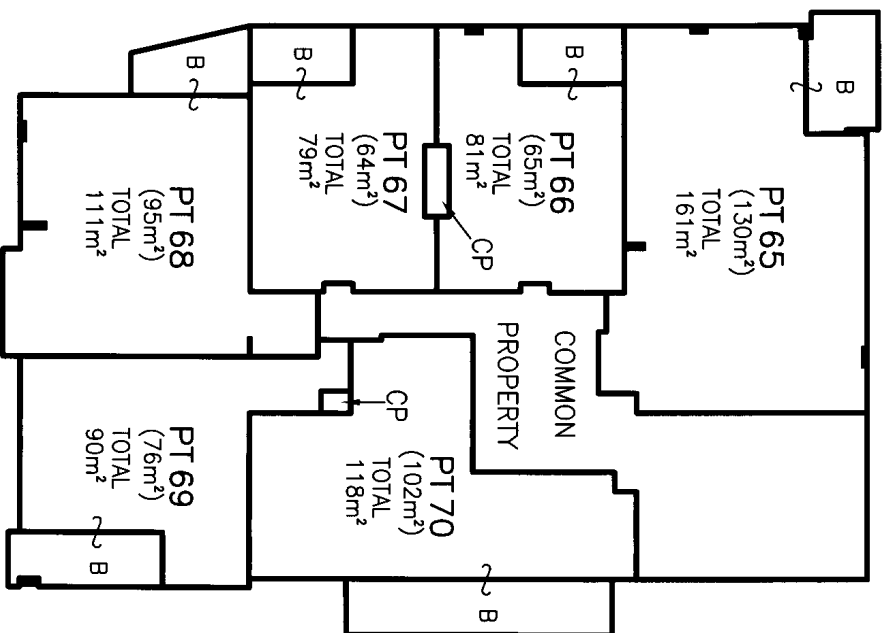
LEVEL 5



LEVEL 6



LEVEL 7



THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

CP - DENOTES COMMON PROPERTY
B - DENOTES BALCONY

Reduction Ratio 1/ : 200

Lengths are in metres

Registered Surveyor

Authorised Person/Owner/Manager/Accountant/Caretaker

Form: 11R
Licence: 04-03-362
Licensee: Mallesons Stephen Jaques

REQUEST

New South Wales
Real Property Act 1900



AD484733X

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 for search upon payment of a fee, if any.

(A) STAMP DUTY

If applicable. Office of State Revenue only.

RELOADED
18 OCT 2007
TIME: 1-05

(B) LAND

Torrens Title
Lots 9 to 15 (inclusive) in DP1115183, CP/SP74550, CP/SP74378, CP/SP74405 and CP/SP74790

(C) REGISTERED
DEALING

Number

Torrens Title

(D) LODGED BY

Delivery
Box

41J

Name, Address or DX and Telephone

LLPN: 123008U

Mallesons Stephen Jaques
DX 113 Sydney
T +61 2 9296 2000

Reference (optional): 02-5176-3232

CODE

(E) APPLICANT

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)

(F) NATURE
OF REQUEST

Amendment of Strata Management Statement (SP74378)

(G) TEXT
OF REQUEST

The Applicant certifies that by a unanimous resolution passed on 4 October 2007 and in accordance with section 28U of the Strata Schemes (Freehold Development) Act 1973 it amended the management statement as set out in Annexure A. Consents to the amendment are set out in Annexure B.

DATE

11 / 10 / 2007
dd mm yyyy

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


Solicitor for Applicant

MICHAEL GERARD ALLEN

Name of Solicitor (block letters)

Annexure A to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated: 11 OCTOBER 2007

AMENDMENTS OF STRATA MANAGEMENT STATEMENT

1 Amendment of clause 2.2 “What are the different components in Pacific Square?”

Clause 2.2 (“What are the different components in Pacific Square?”) is amended by inserting a new component for Service Retail West at the end of the existing table as follows:

Component	Description
Service Retail West	A strata scheme or stratum lot comprising approximately 6 retail suites.

2 Amendment of clause 2.3 “Development Period”

The existing third paragraph in clause 2.3 (“Development Period”) is deleted and replaced with a new third paragraph in the following terms:

“Stage 1 will involve the progressive development of Lots 1 to 7 (Lot 8 being a development lot). Stage 2 will involve the further subdivision and progressive development of Lot 8 in DP1071735 to create future Stratum Lots 9 to 15. The future Stratum Lots 9 to 15 will form components of Pacific Square as described in clause 2.4 (“Further Subdivision and Components for Stage 2”).”

3 Amendment of clause 2.4 “Further Subdivision and Components for Stage 2”

The existing clause 2.4~~(4)~~ (“Further Subdivision and Components for Stage 2”) is deleted and replaced with a new clause 2.4~~(4)~~ in the following terms:

“2.4 Further Subdivision and Components for Stage 2

It is the present intention of the Developer to:

- (a) subdivide Stratum Lot 5 in DP1071735 by a Strata Plan to create a Strata Scheme for Northerly; and

- (b) subdivide Stratum Lot 6 in DP1071735 by a Strata Plan to create a Strata Scheme for Boulevard; and
- (c) subdivide Stratum Lot 7 in DP1071735 by a Strata Plan to create a Strata Scheme for Panaroma; and
- (d) consolidate and subdivide Stratum Lots 1, 2, 4 and 8 in DP1071735 (being the stage 1 components of Anzac Retail, Main Retail and Retail Carpark and the lot 8 development lot respectively) into 7 new Stratum Lots (future Stratum Lots 9 to 15) being the components for Stage 2 and subsequently:
 - (i) further subdivide future Stratum Lot 9 by a Strata Plan to create a Strata Scheme for Axis; and
 - (ii) further subdivide future Stratum Lot 10 by a Strata Plan to create a Strata Scheme for Botanica; and
 - (iii) further subdivide future Stratum Lot 13 by a Strata Plan to create a Strata Scheme for Service Retail South; and
 - (iv) further subdivide future Stratum Lot 15 by a Strata Plan to create a Strata Scheme for Service Retail West.”

4 Amendment of clause 6.5 “Members of the Committee after the Development Period”

Clause 6.5 (“Members of the Committee after the Development Period”) is amended by inserting a new subparagraph (k) to include Service Retail West as a member of the committee in the following terms:

- “(k) the Owners Corporation for Service Retail West.”

5 Amendment of clause 26.2(a) “Who must comply with the Architectural Code?”

The existing clause 26.2(a) (“Who must comply with the Architectural Code?”) is deleted and replaced with a new clause 26.2(a) in the following terms:

- “(a) The Owner and Occupiers in Service Retail North, Service Retail South, Service Retail West, Boulevard, Northerly, Panorama, Axis and Botanica must comply with the Architectural Code and obtain all consents required under it.”

6 Amendment of clause 37.2(b) “How many votes does each Member have?”

Clause 37.2^b(d) (“How many votes does each Member have?”) is amended by inserting a new subparagraph (xi) which adds voting entitlements for Service Retail West in the following terms:

- “(xi) Service Retail West Owners Corporation or Owner of Service Retail West
- one vote.”

7 Amendment of clause 44.2(b) “What proportion of costs must you pay in Stage 1”

The existing reference to “future Stratum Lots 9 to 14” in the third line of clause 44.2(b) (“What proportion of costs must you pay in Stage 1”) is deleted and replaced with “future Stratum Lots 9 to 15”.

8 Amendment of clause 44.3(b) “What proportion of costs must you pay in Stage 2”

The existing clause 44.3(b) (“What proportion of costs must you pay in Stage 2”) is deleted and replaced with a new clause 44.3(b) in the following terms:

- “(b) Schedule 3 (“Division of costs for Shared Facilities for Stage 2”) commences from the first Business Day after Schedule 2 (“Division of costs for Shared Facilities in Stage 1”) ceases to apply.”

9 Amendment of clause 44.4(a) “Effect of the Development Period”

Clause 44.4(a) (“Effect of the Development Period”) is amended by inserting a new subparagraph (xiv) which inserts the date by which members of Service Retail West must contribute towards Shared Facilities in the following terms:

- “(xiv) Service Retail West: the date of registration of a strata plan for Service Retail West.”

10 Amendment of clause 60.5 “Requirements in By-Laws”

The existing clause 60.5 (“Requirements in By-Laws”) is deleted and replaced with a new clause 60.5 in the following terms:

“60.5 Requirements in By-Laws

The By-Laws for the Service Retail North, the Service Retail South and the Service Retail West Strata Schemes respectively may provide for the storage and disposal of garbage and recyclable materials in those Strata Schemes. The provisions in this clause 60 apply in addition to the provisions in the By-Laws.”

11 Amendment of clause 70 “Definitions”

- 11.1 The existing definition of “Anzac Retail” is deleted and replaced with a new definition of Anzac Retail in the following terms:

“Anzac Retail is:

- Lot 1 in DP1071735 in Stage 1; and
- future Stratum Lot 14 in Stage 2 (which includes old Lot 1 in DP1071735).”

- 11.2 The existing definition of “Main Retail” is deleted and replaced with a new definition of Main Retail in the following terms:

“Main Retail is:

- Lot 2 in DP1071735 in Stage 1; and
- future Stratum Lot 11 in Stage 2 (which includes old Lot 2 in DP1071735).”

- 11.3 The existing definition of “Retail Carpark” is deleted and replaced with a new definition of Retail Carpark in the following terms:

“Retail Carpark is:

- Lot 4 in DP1071735 in Stage 1; and
- future Stratum Lot 12 in Stage 2 (which includes old Lot 4 in DP1071735).”

- 11.4 The existing definition of “Commercial Suite” is deleted and replaced with a new definition of Commercial Suite in the following terms:

“Commercial Suite means a lot in Service Retail North, Service Retail South or Service Retail West.”

- 11.5 A new definition of “Service Retail West” is inserted after the existing definition of ‘Service Retail South’ in the following terms:

“~~Service Retail South~~^{West} is future Stratum Lot 15 in Stage 2 (or a Strata Scheme creation upon strata subdivision of that lot).”

- 11.6 The existing definition of “Stage 2” is deleted and replaced with a new definition of Stage 2 in the following terms:

“Stage 2 means the southern stage of the development project (which may be developed at one time or in further stages). Stage 2 involves the further subdivision of lot 8 in DP1071735 by plan of subdivision of lot 8 and creation of Strata Schemes for Service Retail South, Axis, Botanica and Service Retail West as described in this management statement.”

- 11.7 The existing definition of “Water Consumption” is deleted and replaced with a new definition of Water Consumption in the following terms:

“Water Consumption means water provided to Pacific Square and measured by sub-meters for:

- (a) Northerly;
- (b) Boulevard;
- (c) Panorama;
- (d) Axis;
- (e) Botanica;
- (f) Main Retail;
- (g) Anzac Retail;
- (h) Service Retail North;
- (i) Service Retail South;
- (j) Service Retail West; and
- (k) Retail Carpark.”

12 Amendment of schedule 1 “List of Shared Facilities”

- 12.1 The existing “Member Benefited” column in SF 1 Gas Meter Room in the table in Schedule 1 (“List of Shared Facilities”) is deleted and replaced with a new “Member Benefited” column in the following words:

“Member benefited
All members except Retail Carpark and Service Retail West”

- 12.2 The existing “Member Benefited” column in SF 6 Commercial Lifts in the table in Schedule 1 (“List of Shared Facilities”) is deleted and replaced with a new “Member Benefited” column in the following words:

“Member benefited
All members except Service Retail West”

- 12.3 The existing “Member Benefited” column in SF 7 Commercial Stairs in the table in Schedule 1 (“List of Shared Facilities”) is deleted and replaced with a new “Member Benefited” column in the following words:

“Member benefited
All members except Service Retail West”

- 12.4 The existing “Member Benefited” column in SF 10 Garbage Holding Compaction Area and Removal Service in the table in Schedule 1 (“List of Shared Facilities”) is deleted and replaced with a new “Member Benefited” column in the following words:

“Member benefited
Main Retail, Anzac Retail, Retail Carpark, Service Retail North, Service Retail South and Service Retail West”

- 12.5 The existing “Member Benefited” column in SF 14 Travelator in the table in Schedule 1 (“List of Shared Facilities”) is deleted and replaced with a new “Member Benefited” column in the following words:

“Member benefited
Retail Carpark, Main Retail, Anzac Retail, Service Retail North, Service Retail South and Service Retail West”

- 12.6 The reference to “landscaped area on level 1” in the third line of the “Description” column in SF 15 Plant Room in the table in Schedule 1 (“List of Shared Facilities”) is deleted and replaced with the words “*pool plant room on level 1*”.

- 12.7 The “Description” column in SF 21 Stairs in the table in Schedule 1 (“List of Shared Facilities”) is amended by deleting the word “mezzanine” at the end of the third line and inserting in its place the words “*level 1.*”

- 12.8 The existing “Member Benefited” column in SF 25 Substation South in the table in Schedule 1 (“List of Shared Facilities”) is deleted and replaced with a new “Member Benefited” column in the following words:

“Member benefited
Axis, Botanica, Retail Carpark, Main Retail, Service Retail South and Service Retail West”

- 12.9 The existing “Member Benefited” column in SF 27 Detention Tanks in the table in Schedule 1 (“List of Shared Facilities”) is deleted and replaced with a new “Member Benefited” column in the following words:

“Member benefited
All members except Service Retail North, Service Retail South and Service Retail West”

- 12.10 The existing “Member Benefited” column in SF 29 Security Systems in the table in Schedule 1 (“List of Shared Facilities”) is deleted and replaced with a new “Member Benefited” column in the following words:

“Member benefited
All members”

- 12.11 The existing “Member Benefited” column in SF 31 MDF Room 1 in the table in Schedule 1 (“List of Shared Facilities”) is deleted and replaced with a new “Member Benefited” column in the following words:

“Member benefited
All members except Retail Carpark and Service Retail West”

- 12.12 The existing “Member Benefited” column in SF 35 Electrical Meter Room No. 6 in the table in Schedule 1 (“List of Shared Facilities”) is deleted and replaced with a new “Member Benefited” column in the following words:

“Member benefited
Anzac Retail, Main Retail, Service Retail North, Retail Carpark and Service Retail West”

- 12.13 The “Description” column in SF 36 Main Switch Board No.2 in the table in Schedule 1 (“List of Shared Facilities”) is amended by inserting the following words after the word ‘basement 1’ at the end of the second line, “ *and basement 2.*”

- 12.14 The existing “Member Benefited” column in SF 38 Electrical Meter Room No. 5 in the table in Schedule 1 (“List of Shared Facilities”) is deleted and replaced with a new “Member Benefited” column in the following words:

"Member benefited"
Botanica and Service Retail West"

- 12.15 The existing "Member Benefited" column in SF 41 Domestic Cold Water Room No. 3 in the table in Schedule 1 ("List of Shared Facilities") is deleted and replaced with a new "Member Benefited" column in the following words:

"Member benefited"
Axis, Botanica and Service Retail South"

- 12.16 The existing "Member Benefited" column in SF 42 MDF Room No. 2 in the table in Schedule 1 ("List of Shared Facilities") is deleted and replaced with a new "Member Benefited" column in the following words:

"Member benefited"
Axis, Botanica, Main Retail, Service Retail South and Service Retail West"

- 12.17 The existing SF 46 Hydraulic Plant Room in the table in Schedule 1 ("List of Shared Facilities") is deleted and replaced with a new "SF 46 Hydraulic Plant Rooms" in the following words:

SF	Shared Facility	Description	Member benefited
SF46	Hydraulic Plant Rooms	<p>The Hydraulic Plant Rooms are marked SF46 on the Shared Facilities Plan. They are located on basement 2 and basement 3.</p> <p>This Shared Facility includes:</p> <ul style="list-style-type: none"> • pump assemblies; • valves and piping; and • electricity costs. <p>Excludes:</p> <ul style="list-style-type: none"> • costs for water consumption; and • water pipes that are for the exclusive use of a Member, an Owner or an Occupier. 	All members

- 12.18 The existing “Member Benefited” column in SF 47 Domestic Cold Water Areas in the table in Schedule 1 (“List of Shared Facilities”) is deleted and replaced with a new “Member Benefited” column in the following words:

“Member benefited
Botanica, Main Retail and Service Retail West”

- 12.19 A new “SF50 Retail Lift on Maroubra Rd” is inserted into the table in Schedule 1 (“List of Shared Facilities”) in the following words:

SF	Shared Facility	Description	Member benefited
SF50	Retail Lift on Maroubra Rd	<p>The retail lift on Maroubra Road is marked SF 50 on the Shared Facilities Plan. It is located on basement levels 1 and 2, ground level, mezzanine level and level 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • maintenance; • cleaning; and • electricity costs. <p>This includes access to and from the retail lift using the most direct route or a route nominated by the Committee from time to time.</p>	Retail Carpark, Main Retail and Service Retail West

- 12.20 A new “SF51 Fire Stair and Ground Floor Lobby to Service Retail West” is inserted into the table in Schedule 1 (“List of Shared Facilities”) in the following words:

SF	Shared Facility	Description	Member benefited
SF51	Fire Stair and ground floor lobby to Service Retail West	<p>The fire stair and ground floor lobby are marked SF 51 on the Shared Facilities Plan. The lobby is located on ground floor off Maroubra Road an the fire stairs between the Maroubra Road entry and level 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • cleaning; • ventilation; • lighting; and • access to and from the fire stairs. <p>The electricity to the fire stairs is serviced from the Service Retail West lot and it will be responsible for the electricity costs.</p>	Main Retail and Service Retail West

12.21 A new “SF52 Sewer Pump” is inserted into the table in Schedule 1 (“List of Shared Facilities”) in the following words:

SF	Shared Facility	Description	Member benefited
SF52	Sewer Pump	<p>The sewer pump is marked SF52 on the Shared Facilities Plan and is located on basement level 3.</p> <p>This includes:</p> <ul style="list-style-type: none"> • pump out chambers; • pumps cabling; • rising mains; • electricity; • maintenance; and • repairs. 	Axis, Botanica, Main Retail, Service Retail South, Anzac Retail and Service Retail West

12.22 A new “SF53 Botanica Fire Stair and AC plant access” is inserted into the table in Schedule 1 (“List of Shared Facilities”) in the following words:

SF	Shared Facility	Description	Member benefited
SF53	Botanica Fire Stairs and AC plant access	<p>The fire stairs and airconditioning plant access is marked SF53 on the Shared Facilities Plan. The fire stairs are located throughout between ground level and the roof and the access is on the roof of Botanica.</p> <p>The fire stairs may only be used for the purposes of accessing the airconditioning plant on the roof, fire evacuation or testing purposes.</p> <p>This includes:</p> <ul style="list-style-type: none"> • cleaning; • ventilation; • lighting; and • access to and from the fire stairs. <p>The electricity to the fire stairs is serviced from the Botanica lot and it will be responsible for the electricity costs.</p>	Botanica and Service Retail West

13 Amendment of schedule 3 “Division of cost for Shared Facilities in Stage 2”

The existing Schedule 3 (“Division of costs for Shared Facilities in Stage 2”) is deleted and replaced with a new Schedule 3 (“Division of costs for Shared Facilities in Stage 2”) which includes new Shared Facilities (SF50 to SF53 inclusive), proportions for Service Retail West for each Shared Facility and other minor amendments as follows:

"STAGE 2 - SOUTHERN STAGE COMPLETED"

PERCENTAGE ALLOCATION

Code	Stratum Lot	3	5	6	7	9	10	11	12	13	14	15	Method of Cost Apportionment (eg area, usage)
SF1	Shared Facility Gas Meter Room	Service Retail North 1.2%	Northerly 9.2%	Boulevard 13.1%	Panorama 18.0%	Axis 16.1%	Botanica 20.5%	Main Retail 17.3%	Retail Carpark 0.0%	Service Retail South 2.9%	Anzac Retail 1.7%	Service Retail West 0.0%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF2	Main Switch Board No. 1	2.2%	17.7%	25.3%	34.7%	0.0%	0.0%	18.1%	0.7%	0.0%	1.3%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF3	Substation North	2.2%	17.7%	25.3%	34.7%	0.0%	0.0%	18.1%	0.7%	0.0%	1.3%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served by this substation bears to the total internal floor area of Pacific Square served by this substation
SF4	Kitchen Exhaust Room	5.1%	0.0%	0.0%	0.0%	0.0%	0.0%	75.4%	0.0%	12.5%	7.1%	0.0%	Based on the estimated usage of each stratum lot
SF5	Residential Lobby, Lifts, Stairs	0.0%	3.6%	75.1%	7.0%	6.3%	8.0%	0.0%	0.0%	0.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF6	Commercial Lifts	26.0%	5.0%	5.0%	3.0%	5.0%	5.0%	20.0%	1.0%	26.0%	4.0%	0.0%	Based on the estimated usage of each stratum lot
SF7	Commercial Stairs	26.0%	5.0%	5.0%	3.0%	5.0%	5.0%	20.0%	1.0%	26.0%	4.0%	0.0%	Based on the estimated usage of each stratum lot
SF8	Goods Lift	1.2%	10.0%	14.1%	19.0%	17.1%	20.5%	12.5%	0.0%	2.9%	1.7%	1.0%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF9	Insurance	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	The relative proportion that the replacement value of each Stratum Lot bears to the total replacement value of Pacific Square
SF10	Garbage Holding and Compaction Area and Removal Service	5.7%	0.0%	0.0%	0.0%	0.0%	0.0%	63.0%	0.0%	12.9%	8.4%	10.0%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF11	Loading Dock Area	0.3%	5.2%	7.5%	10.3%	9.0%	11.6%	49.2%	0.9%	0.8%	4.6%	0.6%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square

	Stratum Lot	3	5	6	7	9	10	11	12	13	14	15	Method of Cost Apportionment (eg area, usage)
Code	Shared Facility	Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	The relative proportion that the internal floor area of each residential Stratum Lot bears to the total residential internal floor area of Pacific Square
SF12	Residential Roller Shutter and Ramps	0.0%	11.9%	17.0%	23.4%	20.8%	26.8%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each residential Stratum Lot bears to the total residential internal floor area of Pacific Square
SF13	Fire Stairs	1.0%	7.6%	10.8%	14.8%	13.0%	16.8%	14.2%	17.8%	2.4%	1.4%	0.3%	The relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF14	Travelator	8.7%	0.0%	0.0%	0.0%	0.0%	0.0%	74.7%	0.8%	13.0%	2.6%	0.3%	Based on the estimated usage of each stratum lot
SF15	Plant Rooms	6.9%	0.0%	0.0%	0.0%	0.0%	0.0%	75.8%	0.0%	17.0%	0.3%	0.0%	Based on the estimated usage of each stratum lot
SF16	Swimming Pool and Gym	0.0%	11.9%	17.0%	23.4%	20.8%	26.8%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each residential Stratum Lot bears to the total residential internal floor area of Pacific Square
SF17	Open Space Area	0.0%	11.9%	17.0%	23.4%	20.8%	26.8%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each residential Stratum Lot bears to the total residential internal floor area of Pacific Square
SF18	Service Retail Walkway	14.0%	6.0%	8.7%	12.1%	11.0%	13.2%	0.0%	0.0%	35.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF19	Facility Manager's Office and Store Room	1.4%	10.2%	14.5%	20.0%	17.8%	21.6%	8.5%	1.0%	2.8%	1.0%	1.2%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF20	Cooling Towers	7.0%	0.0%	0.0%	0.0%	0.0%	0.0%	75.9%	0.0%	17.1%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF21	Stairs	0.0%	0.0%	0.0%	0.0%	50.0%	0.0%	0.0%	0.0%	50.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF22	Bike Racks	0.0%	11.9%	17.0%	23.4%	20.8%	26.8%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each residential Stratum Lot bears to the total residential internal floor area of Pacific Square
SF23	Fire Control Systems etc.	1.0%	7.6%	10.8%	14.8%	13.2%	15.4%	14.2%	17.8%	2.4%	1.4%	1.5%	The relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF24	Fan Rooms for Carpark	0.0%	7.5%	5.2%	11.2%	17.8%	15.6%	0.0%	42.8%	0.0%	0.0%	0.0%	The relative proportion that the number of car spaces in each Stratum Lot bears to the total number of car spaces for Pacific Square.

	Stratum Lot	3	5	6	7	9	10	11	12	13	14	15	Method of Cost Apportionment (eg area, usage)
Code	Shared Facility	Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	
SF25	Substation South	0.0%	0.0%	0.0%	0.0%	28.2%	34.0%	29.1%	1.4%	5.0%	0.0%	2.2%	The relative proportion that the internal floor area of each Stratum Lot served by this substation bears to the total internal floor area of Pacific Square served by this substation
SF26	Strata Management Services	1.4%	10.2%	14.5%	20.0%	17.7%	22.4%	7.5%	1.0%	2.8%	1.0%	1.5%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF27	Detention Tanks	0.0%	16.6%	21.0%	19.3%	19.3%	20.4%	3.3%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the roof/garden area of each Stratum Lot bears to the total roof/garden area of Pacific Square
SF28	Domestic Cold Water No. 1	0.0%	41.2%	58.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF29	Security Systems	1.4%	11.2%	15.9%	21.7%	19.3%	23.3%	1.0%	0.6%	3.5%	0.6%	1.4%	Based on the estimated usage of each stratum lot
SF30	Facilities Management Services	1.4%	10.2%	14.5%	20.0%	17.7%	22.4%	7.5%	1.0%	2.8%	1.0%	1.5%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF31	MDF Room 1	1.2%	9.2%	13.1%	18.0%	16.1%	20.5%	17.3%	0.0%	2.9%	1.7%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF32	Subsurface Drainage System	1.0%	7.6%	10.8%	14.8%	13.0%	16.1%	14.2%	17.8%	2.4%	1.4%	1.0%	The relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF33	Car Wash Bays	0.0%	11.9%	17.0%	23.4%	20.8%	26.8%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each residential Stratum Lot bears to the total residential internal floor area of Pacific Square
SF34	Television Reception	0.4%	0.0%	0.0%	95.9%	0.0%	0.0%	2.2%	0.0%	1.5%	0.0%	0.0%	The relative proportion that the number of outlets provided in each Stratum Lot bears to the total number of outlets served of Pacific Square
SF35	Electrical Meter Room No. 6	2.8%	0.0%	0.0%	0.0%	0.0%	0.0%	40.9%	51.4%	0.0%	3.9%	1.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.

	Stratum Lot	3	5	6	7	9	10	11	12	13	14	15	Method of Cost Apportionment (eg area, usage)
Code	Shared Facility	Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	
SF36	Main Switch Board No. 2	0.0%	0.0%	0.0%	0.0%	28.2%	36.2%	29.5%	1.0%	5.0%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF37	Electrical Meter Room No. 4	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF38	Electrical Meter Room No. 5	0.0%	0.0%	0.0%	0.0%	0.0%	94.0%	0.0%	0.0%	0.0%	0.0%	6.0%	The relative proportion that the internal floor area of each Stratum Lot serve bears to the total internal floor area of Pacific Square served.
SF39	Domestic Cold Water Room No. 2	1.1%	9.0%	12.9%	17.7%	15.6%	19.5%	17.0%	1.8%	2.8%	1.6%	1.0%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF40	Electrical Meter Room No. 7	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	85.8%	0.0%	14.2%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot serve bears to the total internal floor area of Pacific Square served.
SF41	Domestic Cold Water Room No. 3 and Infrastructure	0.0%	0.0%	0.0%	0.0%	54.2%	36.0%	0.0%	0.0%	9.8%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF42	MDF Room No. 2	0.0%	0.0%	0.0%	0.0%	28.2%	35.3%	30.5%	0.0%	5.0%	0.0%	1.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF43	Electrical Meter Room No. 1	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF44	Electrical Meter Room No. 2	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot serve bears to the total internal floor area of Pacific Square served.
SF45	Electrical Meter Room No. 3	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF46	Hydraulic Plant Room	1.0%	7.6%	10.8%	14.8%	13.0%	16.7%	14.2%	17.8%	2.4%	1.4%	0.3%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.

	Stratum Lot	3	5	6	7	9	10	11	12	13	14	15	Method of Cost Apportionment (eg area, usage)
Code	Shared Facility	Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	
SF47	Domestic Cold Water Areas	0.0%	0.0%	0.0%	0.0%	0.0%	56.8%	42.2%	0.0%	0.0%	0.0%	1.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF48	Residential Garbage Room	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF49	Sewerage System	1.2%	9.2%	13.1%	18.0%	16.1%	19.4%	17.3%	0.0%	2.9%	1.7%	1.2%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF50	Retail Lift to Maroubra Rd	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	18.0%	2.0%	0.0%	0.0%	80.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF51	Fire Stair and ground floor lobby to Service Retail West	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	0.0%	0.0%	0.0%	90.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF52	Sewer Pump	0.0%	0.0%	0.0%	0.0%	41.0%	48.0%	4.0%	0.0%	5.0%	1.0%	1.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF53	Botanica Fire Stairs and AC plant access	0.0%	0.0%	0.0%	0.0%	0.0%	98.0%	0.0%	0.0%	0.0%	0.0%	2.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.

14 Amendment of schedule 4 “Shared Facilities Plan”

The existing seven (7) pages comprising the Shared Facilities Plan in Schedule 4 (“Shared Facilities Plan”) are deleted and replaced with seven (7) new pages of the Shared Facilities Plans in the form attached.

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15 Amendment of schedule 5 “Architectural Code”

Clause 14 (“Signage”) of the Architectural Code in Schedule 5 of the Strata Management Statement is amended by inserting a new clause 14.4 (“Signs in Service Retail West”) in the following words:

“14.4 Signs in Service Retail West

Clause 14.3 (“Signs in Commercial Suites”) does not apply to Owners or Occupiers of Service Retail West in respect of signs proposed to be installed on the façade of the Service Retail West lot which faces Maroubra Road. If an Owner or Occupier of Service Retail West proposes to install any signs on the façade of their lot facing Maroubra Road, then they must obtain the consent of the Owner of Main Retail (such consent to be determined in its absolute discretion).”

Annexure B to Request

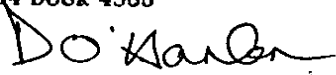
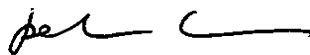
Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

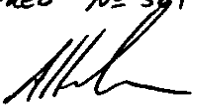
Dated: 11 OCTOBER 2007

CONSENTS

1 Mortgagee Consent

Dated at Sydney this <u>9</u> Day of <u>October 2007</u>	
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522)	
signed by its Attorney <u>DARREN O'HANLON</u>	
who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388	
	
Signed in the presence of 	(Signature)
<u>KELVIN CHAN</u>	
(Print Name)	
<u>BANK OFFICER</u>	
(Title)	

DATED AT SYDNEY THIS 9TH DAY OF OCTOBER 2007
EXECUTED BY ANZ FIDUCIARY SERVICES PTY LIMITED
(ACN 100709493)
SIGNED BY ITS ATTORNEY ANTHONY HERDEN
WHO CERTIFIES HE IS A MANAGER FOR THE TIME BEING
OF AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
PURSUANT TO ANZ FIDUCIARY SERVICES POWER OF ATTORNEY
REGISTERED NO 584 BOOK 4395


ANTHONY HERDEN
ATTORNEY

WITNESSED BY



Annexure B to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated: 11 OCTOBER 2007

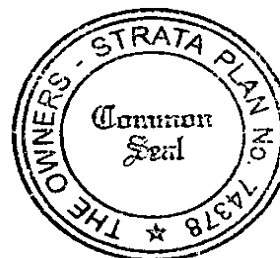
CONSENTS (cont)


3 Owners corporation - SP74378

In accordance with Motion 11 ("Amendment to Strata Management Statement") of the Extraordinary General Meeting of The Owners - Strata Plan No. 74378 held on 3 October 2007, the owners corporation approves the changes to the Strata Management Statement as tabled at that meeting and reproduced in Annexure A of this Request.

THE COMMON SEAL of THE
OWNERS - STRATA PLAN NO. 74378
is affixed on 5 October 2007
in the presence of STRATA PLUS PTY LTD
(David Ferguson)
being the person(s) authorised by section
238 of the *Strata Schemes Management
Act 1996* (NSW) to attest the affixing of
the common seal.

Signed by
DAVID FERGUSON
according to section 238(3)(b) of the
Strata Schemes Management Act 1996
(NSW) by
who is the president / chairperson / other
principal officer / member of staff
authorised by the president, chairperson or
other principal officer.




Signed by DAVID FERGUSON.

Annexure B to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated: 11 OCTOBER 2007

CONSENTS (cont)

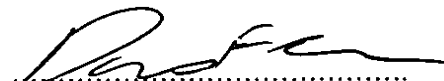
3 Owners corporation - SP74550

In accordance with Motion 11 ("Amendment to Strata Management Statement") of the Extraordinary General Meeting of The Owners - Strata Plan No. 74550 held on 24 September 2007, the owners corporation approves the changes to the Strata Management Statement as tabled at that meeting and reproduced in Annexure A of this Request.

THE COMMON SEAL of THE
OWNERS - STRATA PLAN NO. 74550
is affixed on 5 October 2007
in the presence of STRATA PLUS PTY LTD
(David Ferguson)
being the person(s) authorised by section
238 of the Strata Schemes Management
Act 1996 (NSW) to attest the affixing of
the common seal.



Signed by DAVID FERGUSON
according to section 238(3)(b) of the
Strata Schemes Management Act 1996
(NSW) by
who is the president / chairperson / other
principal officer / member of staff
authorised by the president, chairperson or
other principal officer.


Signed by DAVID FERGUSON.

Annexure B to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated: 11 OCTOBER 2007

CONSENTS (cont)

3 Owners corporation - SP74405

In accordance with Motion 12 ("Amendment to Strata Management Statement") of the Extraordinary General Meeting of The Owners - Strata Plan No. 74405 held on 4 October 2007, the owners corporation approves the changes to the Strata Management Statement as tabled at that meeting and reproduced in Annexure A of this Request.

THE COMMON SEAL of THE)
OWNERS - STRATA PLAN NO. 74405)
is affixed on 5 October 2007)
in the presence of STRATA PLUS PTY LTD)
(David Ferguson))
being the person(s) authorised by section)
238 of the Strata Schemes Management)
Act 1996 (NSW) to attest the affixing of)
the common seal.)

Signed by DAVID FERGUSON.

)
according to section 238(3)(b) of the)
Strata Schemes Management Act 1996)
(NSW) by)
who is the president / chairperson / other)
principal officer / member of staff)
authorised by the president, chairperson or)
other principal officer.)




Signed by DAVID FERGUSON.

Annexure B to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated: 11 OCTOBER 2007

CONSENTS (cont)

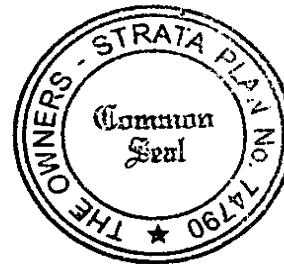
3 Owners corporation - SP74790


In accordance with Motion 2 ("Amendment to Strata Management Statement") of the Extraordinary General Meeting of The Owners - Strata Plan No. 74790 held on 4 October 2007, the owners corporation approves the changes to the Strata Management Statement as tabled at that meeting and reproduced in Annexure A of this Request.

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO. 74790)
is affixed on 5 October 2007)
in the presence of STRATA PLUS PTY LTD)
David Ferguson)
being the person(s) authorised by section)
238 of the Strata Schemes Management)
Act 1996 (NSW) to attest the affixing of)
the common seal.)

Signed by DAVID FERGUSON.)

according to section 238(3)(b) of the)
Strata Schemes Management Act 1996)
(NSW) by)
who is the president / chairperson / other)
principal officer / member of staff)
authorised by the president, chairperson or)
other principal officer.)




Signed by DAVID FERGUSON.

Annexure B to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated: 11 OCTOBER 2007

CONSENTS (cont)

4 Building Management Committee



Professional Strata Management Services

PO Box H181 Australia Square NSW 1215
Level 3, 111 Devonshire Street SURRY HILLS NSW 2010
ph (02) 9319 1899 fax (02) 9319 1866
email info@strataplus.com.au
abn 30 096 175 709

Strata Schemes Management Act 1996(NSW)

MINUTES OF BUILDING MANAGEMENT COMMITTEE MEETING

The Owners – Deposited Plan No. 1071735
Pacific Square
717 Anzac Parade, Maroubra

DATE, PLACE AND TIME

The meeting was held on Thursday 4 October 2007
In the Building Manager's Office, 717 Anzac Parade, Maroubra

The meeting commenced at 9.55

PRESENT:	P Yong J Leonard A Malouf	Lot 6 - Boulevard Lot 7 - Panorama Lot 1 – Main Retail, 2 - Service Retail, 3 – Anzac Retail & 4 – Retail Car Park
IN ATTENDANCE:	G Rogers L Derwent	EBM Strata Plus Pty Ltd
CHAIRPERSON:	Luke Derwent	

MINUTES

MOTION 1	MINUTES	RESOLVED that the minutes of the last meeting of the building management committee held on 6 September 2007 be confirmed as a true record and account of the proceedings at that meeting.
MOTION 2	CONSENT TO SHORT NOTICE	RESOLVED that the committee consent to the short notice of the building management committee meeting.

MOTION 3	AMENDMENT TO STRATA MANAGEMENT STATEMENT	<p><i>This motion requires a unanimous resolution</i></p> <p>1.1 Approval of amendment</p> <p>RESOLVED that according to clause 40.4(a) ("Matters to be decided by Unanimous Resolution") of the Strata Management Statement, the Committee unanimously resolves to amend the Strata Management Statement in or to the effect of the amendments set out in the Request form marked Exhibit A and tabled at the meeting ("Request Form").</p> <p>1.2 Execution and registration</p> <p>RESOLVED that the Committee:</p> <ul style="list-style-type: none"> (a) consent to Mallesons Stephen Jaques signing on its behalf the Request Form to amend the Strata Management Statement according to motion 1.; (b) consent to the executed Request Form being lodged for registration at Land & Property Information (NSW); and (c) take all necessary steps to effect registration with Land & Property Information (NSW) of the Request Form. (d) take all necessary steps to effect registration with Land & Property Information (NSW) of the Request Form (including, by producing the common property certificate of title and attending to any requisitions that may be issued).
MOTION 4	NEXT MEETING	RESOLVED the next meeting of the building management committee meeting will be held Thursday, 8 th November in the building managers office at 9.30 am.
CLOSURE		There being no further business the chairperson declared the meeting closed at 9.58 pm.

LD 11-10-07

CHAIRPERSON

DATE

STRATA
PLUS..

Professional Strata Management Services
 ph (02) 9319 1899 fax (02) 9319 1866 email info@strataplus.com.au

Annexure **B** to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated:

CONSENTS (cont)

5 Tenant consents

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means National Australia Bank Ltd

Premises means Shop No. 001 in Lot 1 DP 1071735 under registered lease number AC39215

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by _____

N/A.

In the presence of: _____

Witness

Print Name

Signed by _____

In the presence of: _____

Witness

Print Name

For signature where the Lessee is a company

Executed by

ACN 004 044 937.

Niccalina V. Healion
Signature

Signature

NICCALINA V. HEALION

Print Full Name & Insert Position held

(whether director or secretary)

UNITED GROUP SERVICES
PROPERTY Manager
ACTING on BEHALF OF THE
NAB.

Print full Name & Insert Position held

(whether director or secretary)

Date 18/9/07

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Australia & New Zealand Banking Group Ltd

Premises means Shop No. 002 in Lot 1 DP 1071735 under registered lease number AC39216

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by _____

In the presence of: _____

Witness

Print Name

Signed by _____

In the presence of: _____

Witness

Print Name

For signature where the Lessee is a company

Executed by AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
BY ITS ATTORNEY PURSUANT TO POWER OF ATTORNEY DATED
8 NOVEMBER 2002 BOOK 4376 NO 410
in presence of

MELISSA CHAN
Signature of Witness

NAME OF WITNESS
Print Full Name & Insert Position held
(whether director or secretary)

3 OCT 2007
Date

ADDRESS OF WITNESS

CHRIS MARAGOS - NATIONAL LEASING MANAGER
Signature of ATTORNEY

OF ATTORNEY
Print full Name & Insert Position held
(whether director or secretary)

\\marketing01\data\pacific square\retailer consent forms\consent_form_002.doc

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means St George Bank Limited

Premises means Shop No. 003 in Lot 2 DP 1071735 under registered lease number AC38820

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessee who is a company

SIGNED SEALED AND DELIVERED

For and on behalf of ST. GEORGE BANK
LIMITED ACN 055 513 070 by its
Attorneys under power of attorney
Registered Book 4479 No. 307

.....
ATTORNEY

Print Name: Michael Harold See Bowan
Position Held: General Counsel & Group Secretary

.....
ATTORNEY

Print Name: Edmond Wong
Position Held: Strategy & Special Projects Lawyer

.....
WITNESS

Print Name: Emily Young

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Wok Master Pty Limited

Premises means Shop No. 004 in Lot 2 DP 1071735 under registered lease number AC38821

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by 

In the presence of:

KAL LIN

Witness

KAL LIN

Print Name

Signed by 

In the presence of:

Witness

Print Name

For signature where the Lessee is a company

Executed by

ACN

Signature

LAWRENCE HE - DIRECTOR

Print Full Name & Insert Position held
(whether director or secretary)

Date 12/9/07

Signature

Print full Name & Insert Position held
(whether director or secretary)

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means C & D Hadjiparaskevas

Premises means Shop No. 005 in Lot 2 DP 1071735 under registered lease number AC38822

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by C. HADJIPARASKEVAS

In the presence of:

Barny Hadjiparaskevas
Witness

Print Name

Signed by [Signature]

In the presence of:

Witness

Print Name

For signature where the Lessee is a company

Executed by

ACN

Signature

Print Full Name & Insert Position held
(whether director or secretary)

Date

17/09/07

Signature

Print full Name & Insert Position held
(whether director or secretary)

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Garlo's Pies Pty Limited

Premises means Shop No. 006 in Lot 2 DP 1071735 under registered lease number AC38823

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by _____

In the presence of: _____

Witness

Print Name

Signed by _____

In the presence of: _____

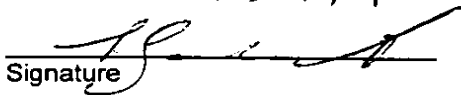
Witness

Print Name

For signature where the Lessee is a company

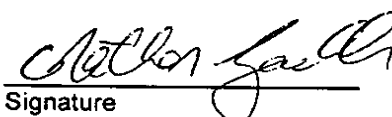
Executed by Sean Terence Garlick

ACN 095033971


Signature

Sean Terence GARLICK (Director)
Print Full Name & Insert Position held
(whether director or secretary)

Date 6/09/07


Signature

Nathan James Garlick (Director)
Print full Name & Insert Position held
(whether director or secretary)

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Flight Centre Limited

Premises means Shop No. 008 in Lot 2 DP 1071735 under registered lease number AC38824

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by _____

In the presence of: _____

Witness

Print Name

Signed by _____

In the presence of: _____

Witness

Print Name

For signature where the Lessee is a company

Executed by FLIGHT CENTRE LIMITED

ACN 003 377 188

Signature

Stephen John Patrick Kennedy
Assistant Company Secretary

Print Full Name & Insert Position held
(whether director or secretary)

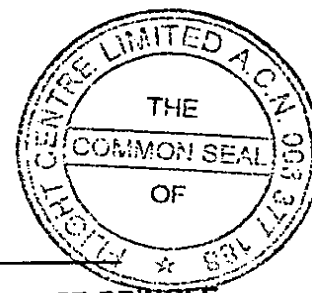
Date 20/9/07

Signature

GREGORY PETER PRINGLE

Print full Name & Insert Position held
(whether director or secretary)

COMPANY SECRETARY



CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Hammoud Brothers Pty Limited

Premises means Shop No. 009 in Lot 2 DP 1071735 under registered lease number AC38825

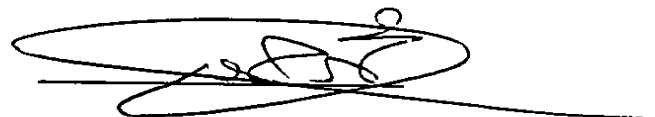
The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by Mohamed. Hammoud

In the presence of:



Witness

Danielle Mustafa.

Print Name

Signed by

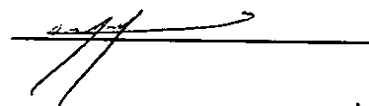


In the presence of:

MOHAMAD. CHOKR

Witness

Print Name



For signature where the Lessee is a company

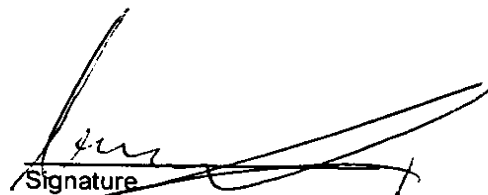
Executed by

ACN 082 330 345

Signature

Mohamed. Hammoud - Director
Print Full Name & Insert Position held
(whether director or secretary)

Date 12/9/07



Signature

Hussein. Hammoud - Director
Print full Name & Insert Position held
(whether director or secretary)

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Peter Kondilios and Michael Kondilios

Premises means Shop No. 010 in Lot 2 DP 1071735 under registered lease number AC38826

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by M. Kondilios

In the presence of:

MAZ GONZALEZ
Witness M. Kondilios

Print Name

Signed by Maria Kondilios

In the presence of:

MAZ GONZALEZ
Witness M. Kondilios

Print Name

Michael Kondilios
(owner)

MARIA KONDILIOS
(owner)

For signature where the Lessee is a company

Executed by

ACN

Signature

Print Full Name & Insert Position held
(whether director or secretary)

Date

Signature

Print full Name & Insert Position held
(whether director or secretary)

Mary K
Floral Design

ABN 46 110 500 064

Shop 10, Pacific Square

Maroubra Junction NSW 2035

Tel: 02 9344 6391 / 9344 6939

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Bay Thadanabath

Premises means Shop No. 011 in Lot 2 DP 1071735 under registered lease number AC38827

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by



In the presence of:

BAY THADANABATH



Witness

MAZ GONZALEZ

Print Name

Signed by

In the presence of:

Witness

Print Name

For signature where the Lessee is a company

Executed by

ACN

Signature

Signature

Print Full Name & Insert Position held
(whether director or secretary)

Print full Name & Insert Position held
(whether director or secretary)

Date

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Peter Sam Kazacos

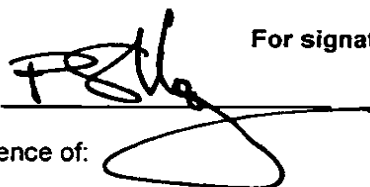
Premises means Shop No. 012 in Lot 2 DP 1071735 under registered lease number AC38828

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by



In the presence of:

P.S. KAZACOS

Witness

MAZ GONZALEZ

Print Name

Signed by

M. Gonzalez

In the presence of:

Witness

Print Name

For signature where the Lessee is a company

Executed by

ACN

Signature

Signature

Print Full Name & Insert Position held
(whether director or secretary)

Print full Name & Insert Position held
(whether director or secretary)

Date

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means FJFF Medical Treatment Centre Pty Limited

Premises means Shop No. 013 in Lot 2 DP 1071735 under registered lease number AC38829

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by _____

In the presence of: _____

Witness _____

Print Name _____

Signed by _____

In the presence of: _____

Witness _____

Print Name _____

For signature where the Lessee is a company

Executed by

ACN

Guo Yuan Song *Sole Director/Secretary*
Signature _____

Print Full Name & Insert Position held

Guo Yuan Song
Print Full Name & Insert Position held- Signature
(whether director or secretary)

Signature _____

Guo Yuan Song
Print full Name & Insert Position held
(whether director or secretary)

Date 06/09/07

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Metlege, Jackson & Haddad

Premises means Shop No. 014 in Lot 2 DP 1071735 under registered lease number AC38830

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by [Signature]

In the presence of:

Laila Metlege

Witness

Laila Metlege

Print Name

Signed by [Signature]

In the presence of:

Laila Metlege

Witness

Laila Metlege

Print Name

ROBERT METLEGE

GARY JACKSON

[Signature]

DORY HADDAD

SARAH KECCH

For signature where the Lessee is a company

Executed by

ACN

Signature

Signature

Print Full Name & Insert Position held
(whether director or secretary)

Print full Name & Insert Position held
(whether director or secretary)

Date

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Nabil Mahmoud and Hoda Mahmoud

Premises means Shop No. 015 in Lot 2 DP 1071735 under registered lease number AC38831

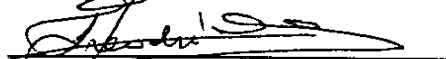
The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by NABIL MAHMOUD.

In the presence of:



Witness

Joannis Theodoridis

Print Name

Signed by HODA MAHMOUD

In the presence of:



Witness

Joannis Theodoridis

Print Name

For signature where the Lessee is a company

Executed by

ACN

Signature

Print Full Name & Insert Position held
(whether director or secretary)

Date

Signature

Print full Name & Insert Position held
(whether director or secretary)

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Lightning Enterprises Pty Ltd

Premises means Shop No. 017 in Lot 2 DP 1071735 under registered lease number AC38833

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by _____

In the presence of: _____

Witness

Print Name

Signed by _____

In the presence of: _____

Witness

Print Name

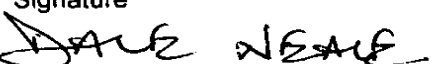
For signature where the Lessee is a company

Executed by

ACN



Signature

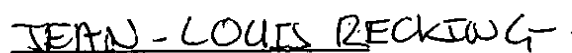


Print Full Name & Insert Position held
(whether director or secretary)

Date 18/09/07



Signature



Print full Name & Insert Position held
(whether director or secretary)

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Naracourt Pty Limited

Premises means Shop No. 018 in Lot 2 DP 1071735 under registered lease number AC38834

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are Individuals

Signed by _____

In the presence of: _____

Witness _____

Print Name _____

Signed by _____

In the presence of: _____

Witness _____

Print Name _____

For signature where the Lessee is a company

Executed by NARACOURT PTY. LTD.

ACN

Signature [Signature]

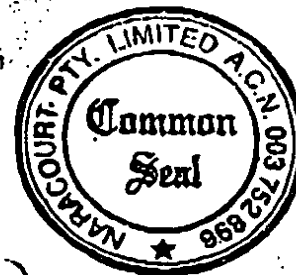
ATHANASIOS NAYM
Print Full Name & Insert Position held
(whether director or secretary)

Date 19 Sept 2007

Signature [Signature]

KATHERINE NAYM
Print full Name & Insert Position held
(whether director or secretary)

s:\pacific square\retailer consent forms\consent_form_018.doc



CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Worldstar Pty Limited

Premises means Shop No. 019 in Lot 2 DP 1071735 under registered lease number AC38835

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by _____

In the presence of: _____

Witness

Print Name

Signed by _____

In the presence of: _____


Witness

Print Name

For signature where the Lessee is a company

Executed by

ACN

056 608 792 

Signature

TERRY KHAW - DIRECTOR

Print Full Name & Insert Position held
(whether director or secretary)

Date 12-9-07



Signature

Print full Name & Insert Position held
(whether director or secretary)

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Bakers Delight Holdings Ltd

Premises means Shop No. 020 in Lot 2 DP 1071735 under registered lease number AC38836

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by _____

In the presence of: _____

Witness

Print Name

Signed by _____

In the presence of: _____

Witness

Print Name

For signature where the Lessee is a company

Executed by

ACN 46 080 007 263

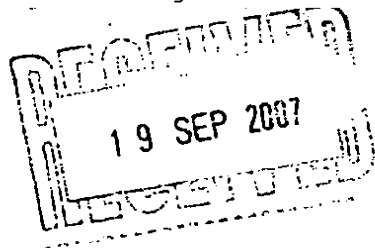
Signature

Julia Zhou (director)
Print Full Name & Insert Position held
(whether director or secretary)

Date 10 - Sept - 2007

Signature

Print full Name & Insert Position held
(whether director or secretary)



CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Natural Health and Beauty Ltd Healthzone Limited

Premises means Shop No. 021 in Lot 2 DP 1071735 under registered lease number AC38837

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by PETER ROACH

In the presence of:

Witness

Print Name

Signed by

In the presence of:

Witness

Print Name

For signature where the Lessee is a company

Executed by

ACN 118 715 772

Signature

Michael Wu Director
Print Full Name & Insert Position held
(whether director or secretary)

Date

Signature

PETER ROACH - CHAIRMAN
Print full Name & Insert Position held
(whether director or secretary)

BAKER & MCKENZIE ATTN: AMANDA HOUGH
Level 27 Amp Centre
50 Bridge Street
SYDNEY NSW 2000

Remove this top section if desired before framing



Certificate of Registration on Change of Name

This is to certify that

NATURAL HEALTH & BEAUTY LIMITED

Australian Company Number 118 715 772

did on the sixteenth day of August 2006 change its name to

HEALTHZONE LIMITED

Australian Company Number 118 715 772

The company is a public company.

The company is limited by shares.

The company is registered under the Corporations Act 2001 and
is taken to be registered in Victoria and the date of commencement of
registration is the eighth day of March, 2006.

Issued by the
Australian Securities and Investments Commission
on this sixteenth day of August, 2006.

Jeffrey Lucy
Chairman



CERTIFICATE

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means G & M Velcich

Premises means Shop No. 022 in Lot 2 DP 1071735 under registered lease number AC38838

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by

In the presence of:

Witness

Print Name

Signed by

In the presence of:

Witness

Print Name

For signature where the Lessee is a company

Executed by

ACN

Signature

Print Full Name & Insert Position held
(whether director or secretary)

Date

Signature

Print full Name & Insert Position held
(whether director or secretary)

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Boost Juice Pty Limited

Premises means Shop No. 023 in Lot 2 DP 1071735 under registered lease number AC38839

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by _____

In the presence of: _____

Witness

Print Name

Signed by _____

In the presence of: _____

Witness

Print Name


For signature where the Lessee is a company

Executed by EJ & MC Pty Ltd
ACN ~~416 660 676~~ 109 719 098


Signature

Elliot Knox - Secretary
Print Full Name & Insert Position held
(whether director or secretary)

Date 11/9/07


Signature

MARIE KNOX - DIRECTOR
Print full Name & Insert Position held
(whether director or secretary)

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Tarleton & Peters Pty Ltd

Premises means Shop No. 024 in Lot 2 DP 1071735 under registered lease number AC38840

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by _____

In the presence of: _____

Witness

Print Name _____

Signed by _____

In the presence of: _____

Witness

Print Name _____

For signature where the Lessee is a company

Executed by

ACN 000 385 991

x

ABN

57 000 385 991

Signature

Nicholas Peters

Print Full Name & Insert Position held
(whether director or secretary)

Date

18/9/07

x

Signature

Michael Lee

Print full Name & Insert Position held
(whether director or secretary)

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means S & S Kapenaros Holdings Pty Ltd ^{SK.}

Premises means Shop No. 025 in Lot 2 DP 1071735 under registered lease number AC38841

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by [Signature]

In the presence of: _____

Witness [Signature]

Print Name _____

Signed by _____

In the presence of: _____

Witness _____

Print Name _____

For signature where the Lessee is a company

Executed by

ACN _____

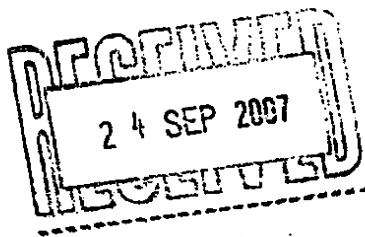
Signature _____

Print Full Name & Insert Position held
(whether director or secretary)

Date 5-09-07

Signature [Signature]

SUTIRIOS KAPERAROS MANAGER
Print full Name & Insert Position held
(whether director or secretary)



CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means S & S Kapenaros Holdings Pty Ltd

Premises means Shop No. 025 in Lot 2 DP 1071735 under registered lease number AC38841

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by _____

In the presence of: _____

Witness

Print Name

Signed by _____

In the presence of: _____

Witness

Print Name

For signature where the Lessee is a company

Executed by

ACN 118 638 716

Signature

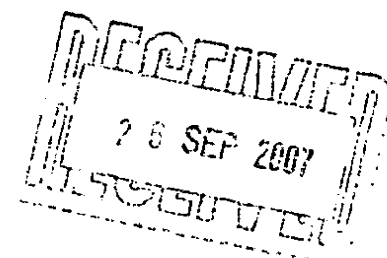
Print Full Name & Insert Position held
(whether director or secretary)

Date 24-09-07


Signature

S. KAPENAROS
Print full Name & Insert Position held
(whether director or secretary)

CONSENT FORM



PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means ZHIDE SHEN

lot 2 DP1071735 under registered lease number AC38842.4

Premises means Shop No. 026 in ~~Lot 1 DP1071735 under registered lease number AC38245~~

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by

In the presence of:

Witness

A. SHEN

Print Name

ZHIDE SHEN

Signed by

In the presence of:

Witness

Print Name

For signature where the Lessee is a company

Executed by

ACN

Signature

Signature

Print Full Name & Insert Position held
(whether director or secretary)

Print full Name & Insert Position held
(whether director or secretary)

Date

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Jonamill Pty Ltd

Premises means Shop No. K01 in Lot 2 DP 1071735 under registered lease number AC38817

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by _____

In the presence of: _____

Witness _____

Print Name _____

Signed by _____

In the presence of: _____

Witness _____

Print Name _____

For signature where the Lessee is a company

Executed by Jonamill Pty Ltd

ACN 003 612 280

x JL
Signature

Sole Director &

Print Full Name & Insert Position held
(whether director or secretary)

Date _____

[Signature]
Signature

Print full Name & Insert Position held
(whether director or secretary)

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means RIPL Pty Ltd

Premises means Shop No. K02 in Lot 2 DP 1071735 under registered lease number AC38818

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by *P. Panebianco*

In the presence of:

W. Gonzalez

Witness
MAZ GONZALEZ

Print Name

Signed by _____

In the presence of:

Philomena Panebianco

Witness

Print Name

For signature where the Lessee is a company

Executed by

ACN

Signature

Signature

Print Full Name & Insert Position held
(whether director or secretary)

Print full Name & Insert Position held
(whether director or secretary)

Date _____

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Bill & Maria Ioannou

Premises means Shop No. K03 in Lot 2 DP 1071735 under registered lease number AC38819

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by BILL IOANNOU

In the presence of:

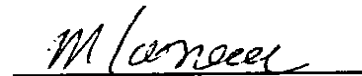
LOUISE MOTT
Witness
LOUISE MOTT
Print Name



Signed by MARIA IOANNOU

In the presence of:

LOUISE MOTT
Witness
LOUISE MOTT
Print Name



For signature where the Lessee is a company

Executed by

ACN

Signature

Print Full Name & Insert Position held
(whether director or secretary)

Date _____

Signature

Print full Name & Insert Position held
(whether director or secretary)

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Jai Martial Arts Pty Ltd

Premises means Shop No. SK02 in Lot 4 DP 1071735 under registered lease number AC11159

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are Individuals

Signed by _____

In the presence of: _____

Witness

Print Name

Signed by _____

In the presence of: _____

Witness

Print Name

For signature where the Lessee is a company

Executed by JAI MARTIAL ARTS PTY LTD
ACN ~~09112695~~ ACN 105038471

Signature

JOE INGRATI
Print Full Name & Insert Position held
(whether director or secretary)

Date 21 September 2007

Signature

Print full Name & Insert Position held
(whether director or secretary)

CONSENT FORM

PACIFIC SQUARE

Anzac Parade, Maroubra Road, Bruce Bennetts Place, Boyce Road, Maroubra

Lessee means Thadanabath Pty Ltd

Lease means registered lease number 6324657 in Lot 8 DP 1071735

The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- Plan of Subdivision of lots 1, 2, 4 and 8 in DP1071735 (Subdivision Plan);
- Section 88B easement instrument which accompanies the Subdivision Plan; and
- Request to amend the Strata Management Statement for Pacific Square (SP74378)

For signature by Lessees who are individuals

Signed by _____

In the presence of: _____

Witness

Print Name

Signed by _____

In the presence of: _____

Witness

Print Name

For signature where the Lessee is a company

Executed by Thadanabath Pty Ltd



Signature

BAY THADANABATH (DIRECTOR)

Print Full Name & Insert Position held
(whether director or secretary)

Date 26/9/07

Signature

Print full Name & Insert Position held
(whether director or secretary)

**Bartier
Perry**

Our Ref: NXE: 074742

12 October 2007

Level 18 133 Castlereagh Street
PO Box 2631 Sydney
NSW 2001 Australia
DX 109 Sydney
Tel 61 2 8281 7800
Fax 61 2 8281 7838
www.bartier.com.au
Bartier Perry Pty Limited
ABN 30 124 690 053

The Registrar General
Land and Property Information NSW
Queens Square
SYDNEY NSW 2000

Dear Registrar General

**ENERGYAUSTRALIA'S LEASE OF SUBSTATION PREMISES FROM CLYCUT PTY LTD
AND ALPINE HOTELS PTY LTD (T794701) AND (X737475)**

We act for EnergyAustralia which is in occupation of part of the land comprised in Certificates of Title 2/1071735 and 8/1071735 under registered Leases T794701 and X737475 respectively.

We are instructed to consent to registration of the Amendment of Strata Management Statement (SP74378) affecting the land to be lodged for registration by Mallesons Stephen Jaques (reference 02-5176-323).

This consent shall not affect EnergyAustralia's rights under the Leases.

If you require any additional information, please let us know.

Yours faithfully
BARTIER PERRY



Peter Cahill
Senior Associate
Direct Line 8281 7872
pcahill@bartier.com.au

Copy to: Warwick Weekley - EnergyAustralia (CR21875)

Approved Form 9

CI. 25(1)(F)+CI. 26(1)(L)

Strata Schemes (Freehold Development) Act 1973

~~Strata Schemes (Leasehold Development) Act 1986~~

Certificate of Owners Corporation

In pursuance of the Strata Schemes (Freehold Development) Act 1973, * ~~Strata Schemes (Leasehold Development) Act 1986~~, The Owners - Strata Plan No. 74550 hereby certifies that:

- (1) the Request to Amend the Strata Management Statement for Pacific Square was sealed by it pursuant to a special resolution passed on 24/9/07 in accordance with the requirements of the above Act; and
- (2) the requirements of section 28(3)(a)(ii) of the above Act have been complied with in respect of the said Request.

The common seal of the Owners - Strata Plan No. 74550 was hereunto affixed on 4/10/07 in the presence of David Ferguson being the person (s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

.....
.....



- * Strike out whichever is inapplicable
- + Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates

Approved Form 10

Cl. 25 (1) (F) / ~~Cl. 26 (1) (L)~~

Strata Schemes (Freehold Development) Act 1973
Strata Schemes (Leasehold Development) Act 1986

Certificate re Initial Period

In pursuance of the Strata Schemes (Freehold Development) Act 1973, ~~* Strata Schemes (Leasehold Development) Act 1986~~, The Owners - Strata Plan No. 74550 hereby certifies that in respect of the strata scheme based on Strata Plan No. 74550

* (a) the initial period, as defined by that Act, expired before:

~~* issue by the * local council / * accredited certifier on of a certificate referred to in * section 9(3)(b) * section 11(2)(b).~~

~~* issue by the * local council / * accredited certifier on of a certificate referred to in * section 13(2)(a) * section 16(2)(a).~~

* issue by the owners corporation on 24/09/07 of a certificate referred to in section 28(4)(a) ~~section 32(4)(a).~~

* (b) ~~at the date of issue of a certificate referred to in section * 9(3)(b); * 13(2)(a) or * 28(4)(a) * section 11(2)(b); * 16(2)(a) or * 34(4)(a), the original proprietor owned all of the lots in the strata scheme.~~

THE COMMON SEAL of THE OWNERS -
STRATA PLAN NO. 74550 is affixed
on 4/10/07 in the presence of
STRATA PLUS PTY LIMITED being the
person(s) authorised by section 238 of the
Strata Schemes Management Act 1996
(NSW) to attest the affixing of the common
seal.

Signed by STRATA PLUS PTY LIMITED
according to section 238(3)(b) of the *Strata*
Schemes Management Act 1996 (NSW) by
DAVID FERGUSON who is the president/
chairperson / other principal officer / member
of staff authorised by the president,
chairperson or other principal officer.




Signed by DAVID FERGUSON

Approved Form 9

CI. 25(1)(F)-CI. 26(1)(L)

Strata Schemes (Freehold Development) Act 1973

~~Strata Schemes (Leasehold Development) Act 1986~~

Certificate of Owners Corporation

In pursuance of the Strata Schemes (Freehold Development) Act 1973, * ~~Strata Schemes (Leasehold Development) Act 1986~~, The Owners - Strata Plan No. 74790 hereby certifies that:

- (1) the Request to Amend the Strata Management Statement for Pacific Square was sealed by it pursuant to a special resolution passed on 4/10/07 in accordance with the requirements of the above Act; and
- (2) the requirements of section 28(3)(a)(ii) of the above Act have been complied with in respect of the said Request.

The common seal of the Owners - Strata Plan No. 74790 was hereunto affixed on 4/10/07 in the presence of David Ferguson, being the person (s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

.....
David Ferguson
.....



- * Strike out whichever is inapplicable
- + Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates

Approved Form 10

Cl. 25 (1) (F) / ~~Cl. 26 (1) (L)~~

Strata Schemes (Freehold Development) Act 1973
Strata Schemes (Leasehold Development) Act 1986

Certificate re Initial Period

In pursuance of the Strata Schemes (Freehold Development) Act 1973, * ~~Strata Schemes (Leasehold Development) Act 1986~~, The Owners - Strata Plan No. 74790..... hereby certifies that in respect of the strata scheme based on Strata Plan No. 74790.....:

* (a) the initial period, as defined by that Act, expired before:

~~* issue by the * local council/ * accredited certifier on of a certificate referred to in * section 9(3)(b) * section 11(2)(b).~~

~~* issue by the * local council/ * accredited certifier on of a certificate referred to in * section 13(2)(a) * section 16(2)(a).~~

* issue by the owners corporation on 2/10/07..... of a certificate referred to in section 28(4)(a) ~~section 32(4)(a).~~

* (b) ~~at the date of issue of a certificate referred to in section * 9(3)(b); * 13(2)(a) or * 28(4)(a) * section 11(2)(b); * 16(2)(a) or * 34(4)(a), the original proprietor owned all of the lots in the strata scheme.~~

THE COMMON SEAL of THE OWNERS -
STRATA PLAN NO. 74790..... is affixed
on 4/10/07 in the presence of
STRATA PLUS PTY LIMITED being the
person(s) authorised by section 238 of the
Strata Schemes Management Act 1996
(NSW) to attest the affixing of the common
seal.



Signed by STRATA PLUS PTY LIMITED
according to section 238(3)(b) of the *Strata*
Schemes Management Act 1996 (NSW) by
DAVID FERGUSON who is the president/
chairperson / other principal officer / member
of staff authorised by the president,
chairperson or other principal officer.


.....
Signed by DAVID FERGUSON

Approved Form 9

CI. 25(1)(F)+CI. 26(1)(L)

Strata Schemes (Freehold Development) Act 1973

~~Strata Schemes (Leasehold Development) Act 1986~~

Certificate of Owners Corporation

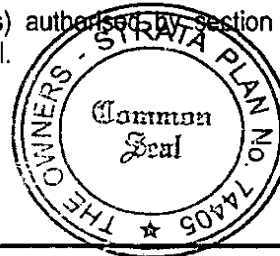
In pursuance of the Strata Schemes (Freehold Development) Act 1973, * ~~Strata Schemes (Leasehold Development) Act 1986~~, The Owners - Strata Plan No. 74405..... hereby certifies that:

- (1) the Request to Amend the Strata Management Statement for Pacific Square was sealed by it pursuant to a special resolution passed on 4/10/07.....in accordance with the requirements of the above Act; and
- (2) the requirements of section 28(3)(a)(ii) of the above Act have been complied with in respect of the said Request.

The common seal of the Owners - Strata Plan No. 74405... was hereunto affixed on 4/10/07..... in the presence of Daniel Ferguson... being the person (s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

.....

.....



-
- * Strike out whichever is inapplicable
 - + Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates

Approved Form 10

Cl. 25 (1) (F) / ~~Cl. 26 (1) (L)~~

Strata Schemes (Freehold Development) Act 1973
~~Strata Schemes (Leasehold Development) Act 1986~~

Certificate re Initial Period

In pursuance of the Strata Schemes (Freehold Development) Act 1973, ~~* Strata Schemes (Leasehold Development) Act 1986~~, The Owners - Strata Plan No. 74405..... hereby certifies that in respect of the strata scheme based on Strata Plan No. 74405.....:

* (a) the initial period, as defined by that Act, expired before:

~~* issue by the * local council/ * accredited certifier on of a certificate referred to in * section 9(3)(b) * section 11(2)(b).~~

~~* issue by the * local council/ * accredited certifier on of a certificate referred to in * section 13(2)(a) * section 16(2)(a).~~

* issue by the owners corporation on 4/10/07..... of a certificate referred to in section 28(4)(a) ~~section 32(4)(a).~~

* (b) ~~at the date of issue of a certificate referred to in section * 9(3)(b); * 13(2)(a) or * 28(4)(a) * section 11(2)(b); * 16(2)(a) or * 34(4)(a), the original proprietor owned all of the lots in the strata scheme.~~

THE COMMON SEAL of THE OWNERS -
STRATA PLAN NO. 74405..... is affixed
on 4/10/07 in the presence of
STRATA PLUS PTY LIMITED being the
person(s) authorised by section 238 of the
Strata Schemes Management Act 1996
(NSW) to attest the affixing of the common
seal.



Signed by STRATA PLUS PTY LIMITED
according to section 238(3)(b) of the *Strata*
Schemes Management Act 1996 (NSW) by
DAVID FERGUSON who is the president/
chairperson/ other principal officer /member
of staff authorised by the president,
chairperson or other principal officer.

Signed by DAVID FERGUSON

Approved Form 9

CI. 25(1)(F)+CI. 26(1)(L)

Strata Schemes (Freehold Development) Act 1973

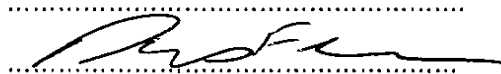
~~Strata Schemes (Leasehold Development) Act 1986~~

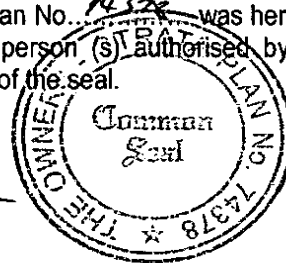
Certificate of Owners Corporation

In pursuance of the Strata Schemes (Freehold Development) Act 1973, * ~~Strata Schemes (Leasehold Development) Act 1986~~, The Owners - Strata Plan No...74378... hereby certifies that:

- (1) the Request to Amend the Strata Management Statement for Pacific Square was sealed by it pursuant to a special resolution passed on...3/14/07...in accordance with the requirements of the above Act; and
- (2) the requirements of section 28(3)(a)(ii) of the above Act have been complied with in respect of the said Request.

The common seal of the Owners - Strata Plan No...74378... was hereunto affixed on...3/14/07... in the presence of Paul Ferguson... being the person (s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

.....

.....



-
- * Strike out whichever is inapplicable
 - + Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates

Approved Form 10

Cl. 25 (1) (F) / ~~Cl. 26 (1) (L)~~

Strata Schemes (Freehold Development) Act 1973
Strata Schemes (Leasehold Development) Act 1986

Certificate re Initial Period

In pursuance of the Strata Schemes (Freehold Development) Act 1973, ~~* Strata Schemes (Leasehold Development) Act 1986~~, The Owners - Strata Plan No. ~~743.7.8~~..... hereby certifies that in respect of the strata scheme based on Strata Plan No. ~~743.7.8~~.....:

* (a) the initial period, as defined by that Act, expired before:

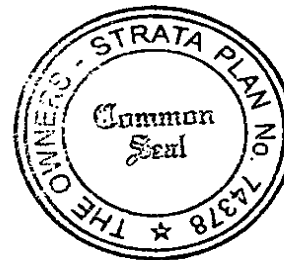
~~* issue by the * local council/ * accredited certifier on of a certificate referred to in * section 9(3)(b) * section 11(2)(b).~~

~~* issue by the * local council/ * accredited certifier on of a certificate referred to in * section 13(2)(a) * section 16(2)(a).~~

* issue by the owners corporation on ~~.....~~ ~~743.7.8~~ 3/10/07 of a certificate referred to in section 28(4)(a) ~~section 32(4)(a).~~

* (b) ~~at the date of issue of a certificate referred to in section * 9(3)(b); * 13(2)(a) or * 28(4)(a) * section 11(2)(b); * 16(2)(a) or * 34(4)(a), the original proprietor owned all of the lots in the strata scheme.~~

THE COMMON SEAL of THE OWNERS -
STRATA PLAN NO. ~~743.7.8~~..... is affixed
on 4/10/07 in the presence of
STRATA PLUS PTY LIMITED being the
person(s) authorised by section 238 of the
Strata Schemes Management Act 1996
(NSW) to attest the affixing of the common
seal.



Signed by STRATA PLUS PTY LIMITED
according to section 238(3)(b) of the *Strata
Schemes Management Act 1996* (NSW) by
DAVID FERGUSON who is the president/
chairperson / other principal officer / member
of staff authorised by the president,
chairperson or other principal officer.


Signed by DAVID FERGUSON



Professional Strata Management Services

PO Box H181 Australia Square NSW 1215 .
 Level 3, 111 Devonshire Street SURRY HILLS NSW 2010
 ph (02) 9319 1899 fax (02) 9319 1866
 email info@strataplus.com.au

Strata Schemas Management Act 1996(NSW)

MINUTES OF AN ADJOURNED EXTRAORDINARY GENERAL MEETING

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

DATE, PLACE AND TIME

The meeting was held on Thursday, 4 October 2007.

At the Building Managers Office
 at 717 Anzac parade, Maroubra

The meeting commenced at 9.10 am

PRESENT:

E Cohen Lot 10
 J Leonard Lot 54

PRESENT BY PROXY:

P & J Bannister (Lot 17) Proxy to J Leonard
 C Ritchie (Lot 20) Proxy to J Leonard
 T Vasile (Lot 48) Proxy to the Chairman.
 J Yoo (Lot 71) Proxy to J Leonard
 W Harris (Lot 93) Proxy to the Chairman.
 S & D Johnson (Lot 98) Proxy to J Leonard
 J Sherwin (Lot 102) Proxy to J Leonard
 P Svoboda (Lot 114) Proxy to J Leonard

IN ATTENDANCE:

L Derwent Strata Plus Pty Ltd

CHAIRPERSON:

Luke Derwent

MINUTES

MOTION 1	MINUTES	RESOLVED that the minutes of the previous general meeting held 13 November 2006 be confirmed a true record of the proceedings at that meeting
MOTION 2	AMENDMENT TO STRATA MANAGEMENT STATEMENT	<p><i>This motion requires a special resolution</i></p> <p>1.1 Approval of amendment</p> <p>RESOLVED that according to section 28U of the Development Act and clause 40.4(a) ("Matters to be decided by Unanimous Resolution") of the Strata Management Statement, the Owners Corporation specially resolves to amend the Strata Management Statement in or to the effect of the amendments set out in the Request form marked Exhibit A and tabled at the meeting ("Request Form").</p>

		<p>1.2 Execution and registration</p> <p>RESOLVED that the Owners Corporation:</p> <ul style="list-style-type: none"> (a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 1.1; (b) direct the representative to the Building Management Committee to vote in favour of a resolution of the Building Management Committee to approve the amendments to the Strata Management Statement according to motion 1.1 in the form of the Request Form; (c) consent to the executed Request Form being lodged for registration at Land & Property Information (NSW); and (d) take all necessary steps to effect registration with Land & Property Information (NSW) of the Request Form (including, by producing the common property certificate of title and attending to any requisitions that may be issued).
MOTION 3	SURRENDER OF EASEMENT	<p><i>This motion requires a special resolution.</i></p> <p>RESOLVED that, according to section 26(1) of the Strata Schemes (Freehold Development) Act 1973, the Owners Corporation:</p> <ul style="list-style-type: none"> (a) consent to the release of easement benefiting the common property; and (b) sign and affix its common seal to a cancellation or extinguishment of easement form in or to the effect of the form attached and marked "A"; and (c) consent to the lodgement for registration at Land and Property Information (NSW) the executed cancellation or extinguishment of easement form; and (d) lodge at the Land and Property Information (NSW) the certificate of title for common property to enable registration of the cancellation or extinguishment of easement form; and (e) provide such other certificates as may be necessary (as to the expiry of the initial period and certifying that the resolution to execute the dealing with a special resolution), responses to requisitions and other documents necessary or desirable to surrender or release the easement.
CLOSURE		<p>There being no further business the chairperson declared the meeting closed at 9.17 am.</p>

LD 11-10-07

CHAIRPERSON _____

DATE _____

STRATA
PLUS...

Professional Strata Management Services
 ph (02) 9319 1899 fax (02) 9319 1866 · email info@strataplus.com.au



Professional Strata Management Services

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Strata Schemes Management Act 1996 (NSW)

MINUTES OF ANNUAL GENERAL MEETING

The Owners – Strata Plan No. 74550
725 Anzac Parade, Maroubra

DATE, PLACE AND TIME

The meeting was held on Monday, 24 September 2007

in the Centre Managements Meeting room,
Main retail, 737 Anzac Parade, Maroubra.

The meeting commenced at 4.10 pm

PRESENT: D Boyer Lot 3 & 4

PRESENT BY PROXY: Lamard Holdings Pty Ltd (Lots 1, 2, 5 & 6) Proxy to D Boyer

IN ATTENDANCE: G Rogers EBM
Luke Derwent Strata Plus Pty Ltd

CHAIRPERSON: L Derwent

MINUTES

MOTION 1	MINUTES	RESOLVED that the minutes of the last general meeting of the owners corporation held Thursday, 14 December 2006 be confirmed as a true record and account of the proceedings at that meeting.
MOTION 2	FINANCIAL STATEMENTS	RESOLVED that the audited Financial Statements for the period ended 30 June 2007 be adopted. RESOLVED that the supplementary financial statements for the period ended 31 August 2007 be adopted.
MOTION 3	AUDITOR	RESOLVED that an auditor be appointed as auditors for the owners corporation for the financial year ending 30 June 2008.
MOTION 4	VALUATION	RESOLVED that the BMC representative be authorised to vote in favour of a valuation being obtained for insurance purposes and the insured amount be adjusted to that figure.

MOTION 5	OFFICE BEARERS LIABILITY	<p>RESOLVED that the owners corporation confirm the office bearers liability insurance for \$3,000,000.</p> <p>RESOLVED that the owners corporation confirm the fidelity guarantee insurance for \$40,000.</p>
MOTION 6	EXECUTIVE COMMITTEE	<p>RESOLVED that the executive committee be elected. In accordance with Part 5 of the Regulations of the <i>Strata Schemes Management Act 1996</i> the number of nominations received were one (1) and those were:</p> <p>D Boyer Lot 1</p> <p>Upon the chairperson declaring that nominations had closed the meeting RESOLVED the number of executive committee members be determined at one (1) and those candidates nominated were duly elected.</p>
MOTION 7	RESTRICTED MATTERS	<p>RESOLVED that no matters are to be restricted matters. All matters relative to the management of the strata scheme are to be in accordance with current provisions of the <i>Strata Schemes Management Act 1996</i> and or future amendments.</p>
MOTION 8	SINKING FUND ASSESSMENT / BUILDING DIAGNOSTIC REPORT	<p>a) That the owners corporation authorise and instruct the managing agent to obtain a sinking fund assessment or update thereof to adequately assess the owners corporation sinking fund requirements.</p> <p style="text-align: right;">MOTION DEFEATED</p> <p>b) That the owners corporation authorise and instruct the managing agent to obtain a building diagnostic report.</p> <p style="text-align: right;">MOTION DEFEATED</p> <p>c) That the owners corporation authorise and instruct the managing agent to obtain an occupational health and safety report</p> <p style="text-align: right;">MOTION DEFEATED</p>
MOTION 9	BUDGET	<p>RESOLVED that the statement of estimated receipts and payments (Budget) presented by Strata Plus Pty Limited be adopted.</p>
MOTION 10	LEVIES	<p>RESOLVED that the contributions be determined for the twelve month period from 1 October 2007:</p> <p>(i) to the administrative fund in accordance with Section 76 of the <i>Strata Schemes Management Act 1996</i> for the sum of \$46,488.48 (incl GST); and</p> <p>(ii) to the sinking fund in accordance with Section 76 of the <i>Strata Schemes Management Act 1996</i> for the sum of \$5,166.68 (incl GST).</p> <p>(b) RESOLVED that both contributions be paid in four equal quarterly instalments, the first such instalment being due and payable on 1 October 2007 and the subsequent instalments being due and payable in the first days of January, April and July 2008.</p> <p>(c) RESOLVED that both contributions be levied by notice from the treasurer of the owners corporation in accordance with Section 78 of the <i>Strata Schemes Management Act 1996</i>.</p>

MOTION 11	AMENDMENT TO STRATA MANAGEMENT STATEMENT	<p><i>This motion requires a special resolution</i></p> <p>1.1 Approval of amendment</p> <p>RESOLVED that according to section 28U of the Development Act and clause 40.4(a) ("Matters to be decided by Unanimous Resolution") of the Strata Management Statement, the Owners Corporation specially resolves to amend the Strata Management Statement in or to the effect of the amendments set out in the Request form marked Exhibit A and tabled at the meeting ("Request Form").</p> <p>1.2 Execution and registration</p> <p>RESOLVED that the Owners Corporation:</p> <ul style="list-style-type: none"> (a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 1.1; (b) direct the representative to the Building Management Committee to vote in favour of a resolution of the Building Management Committee to approve the amendments to the Strata Management Statement according to motion 1.1 in the form of the Request Form; (c) consent to the executed Request Form being lodged for registration at Land & Property Information (NSW); and (d) take all necessary steps to effect registration with Land & Property Information (NSW) of the Request Form (including, by producing the common property certificate of title and attending to any requisitions that may be issued).
CLOSURE		There being no further business the chairperson declared the meeting closed at 4.22 pm.

LD 11-10-07

CHAIRPERSON

DATE



Professional Strata Management Services

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Strata Schemes Management Act 1996 (NSW)

MINUTES OF ADJOURNED ANNUAL GENERAL MEETING

The Owners – Strata Plan No. 74378
Boulevard
717 Anzac Parade, Maroubra

DATE, PLACE AND TIME

The meeting was held on Wednesday, 3 October 2007

In the Building Managers Office
717 Anzac Parade, Maroubra

The meeting commenced at 9.00 am

PRESENT:
ALakdawalla Lot 36
PYong Lot 77

PRESENT BY PROXY: C Latter (Lot 14) Proxy to A Lakdawalla
J Guo (Lot 49) Proxy to A Lakdawalla
S Serber (Lot 51) Proxy to P Yong
M Lee (Lot 73) Proxy to A Lakdawalla

IN ATTENDANCE: G Rogers EBM
L Derwent Strata Plus Pty Ltd

CHAIRPERSON: Luke Derwent

MINUTES

MOTION 1	MINUTES	RESOLVED that the minutes of the last general meeting of the owners corporation held Wednesday 27 September 2006 be confirmed as a true record and account of the proceedings at that meeting.
MOTION 2	FINANCIAL STATEMENTS	RESOLVED that the audited Financial Statements for the period ended 30 June 2007 be adopted. RESOLVED that the supplementary financial statements for the period ended 31 August 2007 be adopted.
MOTION 3	AUDITOR	RESOLVED that an auditor be appointed as auditors for the owners corporation for the financial year ending 30 June 2008.
MOTION 4	VALUATION	RESOLVED that the BMC representative be authorised to vote in favour of a valuation being obtained for insurance purposes and the insured amount be adjusted to that figure.

MOTION 5	OFFICE BEARERS LIABILITY	RESOLVED that the owners corporation confirm the office bearers liability insurance for \$3,000,000. RESOLVED that the owners corporation confirm the fidelity guarantee insurance for \$40,000.
MOTION 6	EXECUTIVE COMMITTEE	RESOLVED that the executive committee be elected. In accordance with Part 5 of the Regulations of the <i>Strata Schemes Management Act 1996</i> the number of nominations received were three (3) and these were: Aadil Lakdawalla Lot 36 Maria Lee Lot 73 Patrick Yong Lot 77 Upon the chairperson declaring that nominations had closed the meeting RESOLVED the number of executive committee members be determined at three (3) and those candidates nominated were duly elected.
MOTION 7	RESTRICTED MATTERS	RESOLVED that no matters are to be restricted matters. All matters relative to the management of the strata scheme are to be in accordance with current provisions of the <i>Strata Schemes Management Act 1996</i> and or future amendments.
MOTION 8	SINKING FUND ASSESSMENT / BUILDING DIAGNOSTIC REPORT	a) RESOLVED that the owners corporation review the sinking fund assessment as obtained April 2007 b) That the owners corporation authorise and instruct the managing agent to obtain a building diagnostic report. MOTION DEFERRED c) That the owners corporation authorise and instruct the managing agent to obtain an occupational health and safety report MOTION DEFEATED
MOTION 9	BUDGET	RESOLVED that the statement of estimated receipts and payments (Budget) presented by Strata Plus Pty Limited be adopted.
MOTION 10	LEVIES	RESOLVED that the contributions be determined for the twelve month period from 1 October 2007: (i) to the administrative fund in accordance with Section 76 of the <i>Strata Schemes Management Act 1996</i> for the sum of \$337,955.56 (Inc. GST); and (ii) to the sinking fund in accordance with Section 76 of the <i>Strata Schemes Management Act 1996</i> for the sum of \$66,846.76 (Inc GST). (b) RESOLVED that both contributions be paid in four equal quarterly instalments, the first such instalment being due and payable on 1 October 2007 and the subsequent instalments being due and payable in the first days of January, April and July 2008. (c) RESOLVED that both contributions be levied by notice from the treasurer of the owners corporation in accordance with Section 78 of the <i>Strata Schemes Management Act 1996</i> .

MOTION 11	AMENDMENT TO STRATA MANAGEMENT STATEMENT	<p><i>This motion requires a special resolution</i></p> <p>1.1 Approval of amendment</p> <p>RESOLVED that according to section 28U of the Development Act and clause 40.4(a) ("Matters to be decided by Unanimous Resolution") of the Strata Management Statement, the Owners Corporation specially resolves to amend the Strata Management Statement in or to the effect of the amendments set out in the Request form marked Exhibit A and tabled at the meeting ("Request Form").</p> <p>1.2 Execution and registration</p> <p>RESOLVED that the Owners Corporation:</p> <ul style="list-style-type: none"> (a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 1.1; (b) direct the representative to the Building Management Committee to vote in favour of a resolution of the Building Management Committee to approve the amendments to the Strata Management Statement according to motion 1.1 in the form of the Request Form; (c) consent to the executed Request Form being lodged for registration at Land & Property Information (NSW); and (d) take all necessary steps to effect registration with Land & Property Information (NSW) of the Request Form (including, by producing the common property certificate of title and attending to any requisitions that may be issued).
MOTION 12	SURRENDER OF EASEMENT	<p><i>This motion requires a special resolution.</i></p> <p>RESOLVED that, according to section 26(1) of the Strata Schemes (Freehold Development) Act 1973, the Owners Corporation:</p> <ul style="list-style-type: none"> (a) consent to the release of easement 1 in DP620388 benefiting the common property; and (b) sign and affix its common seal to a cancellation or extinguishment of easement form; and (c) consent to the lodgment for registration at Land and Property Information (NSW) the executed cancellation or extinguishment of easement form; and (d) lodge at the Land and Property Information (NSW) the certificate of title for common property to enable registration of the cancellation or extinguishment of easement form; and (e) provide such other certificates as may be necessary (as to the expiry of the initial period and certifying that the resolution to execute the dealing with a special resolution), responses to requisitions and other documents necessary or desirable to surrender or release the easement.

CLOSURE		There being no further business the chairperson declared the meeting closed at 9.15 pm
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11-10-07

CHAIRPERSON

DATE



Professional Strata Management Services

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Strata Schemes Management Act 1996 (NSW)

MINUTES OF ADJOURNED ANNUAL GENERAL MEETING

The Owners – Strata Plan No. 74405
Northerly Apartments
97 Boyce Road, Maroubra

DATE, PLACE AND TIME

The meeting was held on Thursday, 4 October 2007
In the Building Managers Office, 717 Anzac Parade, Maroubra

The meeting commenced at 9.00 am

PRESENT: A Borg Lot 47
L Foley Lot 65

PRESENT BY PROXY: Oscar Iturra (Lot 3) Proxy to L Foley
I Ferdman (Lot 7) Proxy to L Foley
L Tang (Lot 9) Proxy to L Foley
P Franke (Lot 16) Proxy to L Foley
E Ballance (Lot 30) Proxy to L Foley

IN ATTENDANCE: L Derwent Strata Plus Pty Ltd

CHAIRPERSON: Luke Derwent

MINUTES

MOTION 1	MINUTES	RESOLVED that the minutes of the last general meeting of the owners corporation held Monday 9 October 2006 be confirmed as a true record and account of the proceedings at that meeting.
MOTION 2	FINANCIAL STATEMENTS	RESOLVED that the audited Financial Statements for the period ended 30 June 2007 be adopted. That the audited financial statements for the period ended 31 August 2007 be adopted.
MOTION 3	AUDITOR	RESOLVED that an auditor be appointed as auditors for the owners corporation for the financial year ending 30 June 2008.
MOTION 4	INSURANCE RENEWAL	RESOLVED that a standing authority be given to Strata Plus Pty Limited to renew the insurances for the scheme in accordance with current valuation.

MOTION 5	VALUATION	RESOLVED that the BMC representative be authorised to vote in favour of a valuation being obtained for insurance purposes and the insured amount be adjusted to that figure.
MOTION 6	OFFICE BEARERS LIABILITY	RESOLVED that the owners corporation confirm the office bearers liability insurance for \$3,000,000 RESOLVED that the owners corporation confirm the fidelity guarantee insurance for \$40,000.
MOTION 7	EXECUTIVE COMMITTEE	RESOLVED that the executive committee be elected. In accordance with Part 5 of the Regulations of the <i>Strata Schemes Management Act 1996</i> the number of nominations received were 7 (seven) and these were: Oscar Hurra Lot 3 L Tang Lot 9 P Frankel Lot 16 M Flanagan Lot 20 E Ballance Lot 30 A Borg Lot 47 L Foley Lot 65 Upon the chairperson declaring that nominations had closed the meeting RESOLVED the number of executive committee members be determined at 7 (seven) and those candidates nominated were duly elected.
MOTION 8	RESTRICTED MATTERS	RESOLVED that no matters are to be restricted matters. All matters relative to the management of the strata scheme are to be in accordance with current provisions of the <i>Strata Schemes Management Act 1996</i> and or future amendments.
MOTION 9	SINKING FUND ASSESSMENT / BUILDING DIAGNOSTIC REPORT	a) RESOLVED that the owners corporation review the sinking fund assessment as obtained April 2007 b) That the owners corporation authorise and instruct the managing agent to obtain a building diagnostic report. MOTION DEFEATED c) That the owners corporation authorise and instruct the managing agent to obtain an occupational health and safety report. MOTION DEFEATED
MOTION 10	BUDGET	RESOLVED that the statement of estimated receipts and payments (Budget) presented by Strata Plus Pty Limited be adopted.
MOTION 11	LEVIES	RESOLVED that the contributions be determined for the twelve month period from 1 October 2007: (i) to the administrative fund in accordance with Section 76 of the <i>Strata Schemes Management Act 1996</i> for the sum of \$241,391.24 (incl GST); and (ii) to the sinking fund in accordance with Section 76 of the <i>Strata Schemes Management Act 1996</i> for the sum of \$35,000.00 (incl GST). (b) RESOLVED that both contributions be paid in four equal quarterly instalments, the first such instalment being due and payable on 1 October 2007 and the subsequent instalments being due and payable in the first days of January, April and July 2008.

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 ph (02) 9319 1899 fax (02) 9319 1866 email info@strataplus.com.au

		(c) RESOLVED that both contributions be levied by notice from the treasurer of the owners corporation in accordance with Section 78 of the <i>Strata Schemes Management Act 1996</i> .
MOTION 12	AMENDMENT TO STRATA MANAGEMENT STATEMENT	<p><i>This motion requires a special resolution</i></p> <p>1.1 Approval of amendment</p> <p>RESOLVED that according to section 28U of the Development Act and clause 40.4(a) ("Matters to be decided by Unanimous Resolution") of the Strata Management Statement, the Owners Corporation specially resolves to amend the Strata Management Statement in or to the effect of the amendments set out in the Request form marked Exhibit A and tabled at the meeting ("Request Form").</p> <p>1.2 Execution and registration</p> <p>RESOLVED that the Owners Corporation:</p> <ul style="list-style-type: none">(a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 1.1;(b) direct the representative to the Building Management Committee to vote in favour of a resolution of the Building Management Committee to approve the amendments to the Strata Management Statement according to motion 1.1 in the form of the Request Form;(c) consent to the executed Request Form being lodged for registration at Land & Property Information (NSW); and(d) take all necessary steps to effect registration with Land & Property Information (NSW) of the Request Form (including, by producing the common property certificate of title and attending to any requisitions that may be issued).
CLOSURE		There being no further business the chairperson declared the meeting closed at 9.06 am.

CHAIRPERSON

DATE

ND 11-10-07

Form: 11R
Licence: 04-03-362
Licensee: Mallesons Stephen Jaques

REQUEST

New South Wales
Real Property Act 1900

Leave this space clear for stamp



AG304689H

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the R required by this form for the establishment and maintenance of the Real Property Act the Register is made available to any person for search upon payment of a fee, if any.

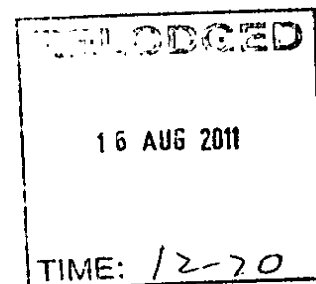
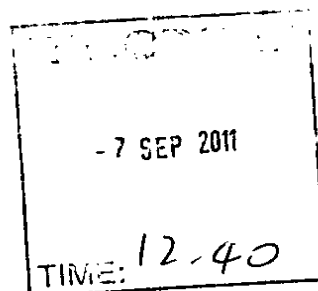
(A) STAMP DUTY	If applicable. Office of State Revenue use only		
(B) TORRENS TITLES	Lots 1 to 16 (inclusive) in DP1115183, CP/SP 74550, CP/SP 74558, CP/SP 74403, CP/SP 79763 and CP/SP 74798 and CP/SP 81311 and CP/SP 80219 See Annexure 'A'		
(C) REGISTERED DEALING	Number	Torrens Title	
(D) LODGED BY	Document Collection Box 41J	Name, Address or DX, Telephone, and Customer Account Number if any Mallesons Stephen Jaques DX 113 Sydney T +61 2 9296 2000 BLPN 1230084 Reference (optional): J Browne 02-9504-2862	CODE R
(E) APPLICANT	Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)		
(F) NATURE OF REQUEST	Amendment of Strata Management Statement (SP 74378)		
(G) TEXT OF REQUEST	The Applicant certifies that by unanimous resolution passed on 29 March 2011 and in accordance with Section 28U of the Strata Schemes (Freehold Development) Act 1973, it amended the Management Statement as set out in Annexure A. Consents to the amendment are set out in Annexure B.		

DATE 9 / 6 / 2011
dd mm yyyy

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

(H) Certified correct for the purposes of the Real Property Act 1900 by the applicant.

Employed Solicitor of the Solicitor for the applicant
JASON ANTHONY BROWNE
Name of Solicitor (block letters)



(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name:

Signature:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Page 1 of 190

16728

Annexure "A"

Lots 16 and 17 in DP1150018, Lots 12 to 14 (inclusive) in DP1115183, CP/SP 74550, CP/SP 74378, CP/SP 74405, CP/SP 79763, CP/SP 74790, CP/SP 81311 and CP/SP 80217.

Annexure A to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated:

AMENDMENTS OF STRATA MANAGEMENT STATEMENT

1 Amendment of clause 2.2 “What are the different components in Pacific Square?”

Clause 2.2 (“What are the different components in Pacific Square?”) is amended by inserting a new component for Maroubra Road Mezzanine at the end of the existing table as follows:

Component	Description
Maroubra Road Mezzanine	A stratum lot comprising one retail suite.

2 Amendment of clause 2.4 “Further Subdivision and Components for Stage 2”

The existing clause 2.4 (“Further Subdivision and Components for Stage 2”) is deleted and replaced with a new clause 2.4 in the following terms:

“2.4 Further Subdivision and Components for Stage 2

It is the present intention of the Developer to:

- (a) subdivide Stratum Lot 5 in DP1071735 by a Strata Plan to create a Strata Scheme for Northerly; and
- (b) subdivide Stratum Lot 6 in DP1071735 by a Strata Plan to create a Strata Scheme for Boulevard; and
- (c) subdivide Stratum Lot 7 in DP1071735 by a Strata Plan to create a Strata Scheme for Panaroma; and
- (d) consolidate and subdivide Stratum Lots 1, 2, 4 and 8 in DP1071735 (being the stage 1 components of Anzac Retail, Main Retail and Retail Carpark and the lot 8 development lot respectively) into 7 new Stratum Lots (future Stratum Lots 9 to 15) being the components for Stage 2 and subsequently:

- (i) further subdivide future Stratum Lot 9 by a Strata Plan to create a Strata Scheme for Axis; and
- (ii) further subdivide future Stratum Lot 10 by a Strata Plan to create a Strata Scheme for Botanica; and
- (iii) further subdivide future Stratum Lot 13 by a Strata Plan to create a Strata Scheme for Service Retail South; and
- (iv) further subdivide future Stratum Lot 15 by a Strata Plan to create a Strata Scheme for Service Retail West; and
- (e) subdivide Stratum Lot 11("Main Retail") in DP1071735 to create Stratum Lot 16 to be known as Maroubra Road Mezzanine."

3 Amendment of clause 6.5 "Members of the Committee after the Development Period"

Clause 6.5 ("Members of the Committee after the Development Period") is amended by inserting a new subparagraph (l) to include Maroubra Road Mezzanine as a member of the committee in the following terms:

- "(l) Maroubra Road Mezzanine Owners Corporation or the Owner of Maroubra Road Mezzanine."

4 Amendment of clause 26.2(a) "Who must comply with the Architectural Code?"

The existing clause 26.2(a) ("Who must comply with the Architectural Code?") is deleted and replaced with a new clause 26.2(a) in the following terms:

- "(a) The Owner and Occupiers in Service Retail North, Service Retail South, Service Retail West, Boulevard, Northerly, Panorama, Axis, Botanica and Maroubra Road Mezzanine must comply with the Architectural Code and obtain all consents required under it."

5 Amendment of clause 37.2(b) "How many votes does each Member have?"

Clause 37.2(b) ("How many votes does each Member have?") is amended by inserting a new subparagraph (xii) which adds voting entitlements for Maroubra Road Mezzanine in the following terms:

- "(xii) Maroubra Road Mezzanine Owners Corporation or Owner of Maroubra Road Mezzanine - one vote."

6 Amendment of clause 44.4(a) "Effect of the Development Period"

Clause 44.4(a) ("Effect of the Development Period") is amended by inserting a new subparagraph (xv) which inserts the date by which members of Maroubra Road Mezzanine must contribute towards Shared Facilities in the following terms:

"(xv) Maroubra Road Mezzanine: the date of registration of the Maroubra Road Mezzanine Subdivision Plan."

7 Amendment of clause 64 "Paying for Water Consumption"

Clause 64 ("Paying for Water Consumption") is amended by inserting a new paragraph 64.5 ("Payment for Water Consumption by Maroubra Road Mezzanine") which inserts the obligation on Maroubra Road Mezzanine to pay for Water Consumption in the following terms:

"64.5 Payment for Water Consumption by Maroubra Road Mezzanine

(a) Obligations of Main Retail

Main Retail must regularly read the private meter which measures the Water Consumption of Maroubra Road Mezzanine.

(b) Advance payments

To ensure that Main Retail has sufficient funds to pay for Water Consumption, the Main Retail may:

(i) require Maroubra Road Mezzanine to make advance payments on account of their future Water Consumption costs; and

(ii) include an such amount for advance payments made by Maroubra Road Mezzanine in a Member's Administrative Fund contributions.

(c) Overpayments

If Maroubra Road Mezzanine overpays its Water Consumption costs, Main Retail must apply the overpayment to the next Water Consumption cost owed by Maroubra Road Mezzanine.

(d) Underpayments

If Maroubra Road Mezzanine underpays its Water Consumption costs, Maroubra Road Mezzanine must immediately pay Main Retail any shortfall between its advance payment and the actual consumption cost for its Stratum Lot."

8 Amendment of clause 70 "Definitions"

8.1 The existing definition of "Main Retail" is deleted and replaced with a new definition of Main Retail in the following terms:

"**Main Retail** is the residue of the lot formerly known as:

- Lot 2 in DP1071735 in Stage 1; and

- future Stratum Lot 11 in Stage 2 (which includes old Lot 2 in DP1071735)

following registration of the Maroubra Road Mezzanine Subdivision Plan being Lot 17 in the Maroubra Road Mezzanine Subdivision Plan.”

- 8.2 A new definition of “Maroubra Road Mezzanine” is inserted after the existing definition of ‘Management Act’ in the following terms:

“Maroubra Road Mezzanine Stratum Lot is future Stratum Lot 16 created by the Maroubra Road Mezzanine Subdivision Plan.”

- 8.3 A new definition of “Maroubra Road Mezzanine Subdivision Plan” is inserted after the definition of ‘Maroubra Road Mezzanine’ in the following terms:

“Maroubra Road Mezzanine Subdivision Plan is the plan which creates the Maroubra Road Mezzanine Stratum Lot and the residue of the lot known as Main Retail being DP1150018.”

- 8.4 The existing definition of “Water Consumption” is deleted and replaced with a new definition of Water Consumption in the following terms:

“Water Consumption means water provided to Pacific Square and measured by sub-meters for:

- (a) Northerly;
- (b) Boulevard;
- (c) Panorama;
- (d) Axis;
- (e) Botanica;
- (f) Main Retail (including Maroubra Road Mezzanine);
- (g) Anzac Retail;
- (h) Service Retail North;
- (i) Service Retail South;
- (j) Service Retail West; and
- (k) Retail Carpark.”

9 Amendment of schedule 1 “List of Shared Facilities”

- 9.1 The existing Schedule 1 (“List of Shared Facilities”) is deleted and replaced with a new Schedule 1 (“List of Shared Facilities”) which includes new Shared Facilities (SF54 to SF55 inclusive), proportions for Maroubra Road Mezzanine for each relevant Shared Facility and other minor amendments as follows:

Schedule 1 - List of Shared Facilities

Part 6 ("Shared Facilities") has important provisions about the use, costs and operation of Shared Facilities. This schedule should be considered in the context of part 6.

SF	Shared Facility	Description	Member benefited
SF1	Gas Meter Room	<p>The gas meter room is marked SF1 on the Shared Facilities Plan. It is located on the ground level.</p> <p>This includes:</p> <ul style="list-style-type: none"> the master data logging system for the gas supply to all components of Pacific Square; main gas regulator; gas pipes, wires, cables and ducts exclusively servicing Shared Facilities; ventilation; gas pipes, wires, cables and ducts that service more than one component of Pacific Square; and cleaning. <p>This Shared Facility excludes:</p> <ul style="list-style-type: none"> costs for gas consumption; gas pipes, wires, cables and ducts which are for the exclusive use of a Member, an Owner or an Occupier; gas meters located inside Apartments, Suites or a Stratum Lot; and lighting costs. 	All members except Retail Carpark and Service Retail West

SF	Shared Facility	Description	Member benefited
SF2	Main Switch Board No. 1	<p>This room is marked SF2 on the Shared Facilities Plan. It is located on the ground level.</p> <p>This includes:</p> <ul style="list-style-type: none"> • electrical wires, cables and ducts exclusively servicing Shared Facilities; • switchboard; • ventilation system; • electrical wires, cables and ducts that service more than one component of Pacific Square; and • cleaning. <p>This excludes:</p> <ul style="list-style-type: none"> • costs for electrical consumption; • electrical wires, cables and ducts that are for the exclusive use of a Member, an Owner or an Occupier; and • lighting costs. 	<p>Boulevard, Northerly, Panorama, Retail Carpark, Main Retail, Service Retail North and Anzac Retail</p>

SF	Shared Facility	Description	Member benefited
SF3	Substation North	<p>The substation is marked SF3 on the Shared Facilities Plan. It is located on ground and basement level 1.</p> <p>The electrical substation includes, without limitation, the building structure and fabric comprising the substation.</p> <p>This excludes:</p> <ul style="list-style-type: none"> the electrical transformers and other equipment servicing the electrical substation that are the property of Energy Australia; lighting; and cleaning costs. 	Boulevard, Northerly, Panorama, Retail Carpark, Main Retail, Service Retail North and Anzac Retail
SF4	Kitchen Exhaust Room	<p>The kitchen exhaust room is marked SF4 on the Shared Facilities Plan. It is located on basement level 1 and Axis roof.</p> <p>This includes:</p> <ul style="list-style-type: none"> electricity; electrical wires, cables and ducts; fans; motors; the kitchen exhaust system to the point of discharge; and cleaning. <p>This excludes lighting costs.</p>	Main Retail, Anzac Retail, Service Retail North and Service Retail South

SF	Shared Facility	Description	Member benefited
SF5	Residential Lobby, Lifts, Stairs	<p>The residential lobbies, lifts, corridors, stairs and mailboxes are marked SF5 of the Shared Facilities Plan. They are located on ground level and level 1 of Boulevard.</p> <p>This includes:</p> <ul style="list-style-type: none"> • cleaning; and • electricity costs for lighting etc. • Maintenance of lifts. <p>This also includes access to and from the lobby, lifts, corridors, stairs and mailboxes using the most direct route or a route nominated by the Committee, from time to time.</p>	Boulevard, Northerly, Panorama, Axis, Botanica.
SF6	Commercial Lifts	<p>The commercial lifts are marked SF6 on the Shared Facilities Plan. They are located on basement levels 1 and 2, ground level and level 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • maintenance; • cleaning; and • electricity costs. <p>This also includes access to and from the lifts and using the most direct route or a route nominated by the Committee, from time to time.</p>	All members except Service Retail West

SF	Shared Facility	Description	Member benefited
SF7	Commercial Stairs	<p>The commercial stairs are marked SF7 on the Shared Facilities Plan. They are located on basement level 1 and 2, ground level and level 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • maintenance; • cleaning; and • lighting and electricity costs. <p>This includes access to and from the stairs and using the most direct route or a route nominated by the Committee, from time to time.</p>	All members except Service Retail West
SF8	Goods Lift	<p>The goods lift is marked SF8 on the Shared Facilities Plan. It is located on the ground level mezzanine and basement 2.</p> <p>This includes:</p> <ul style="list-style-type: none"> • maintenance; • cleaning; and • electricity costs. <p>This also includes access to and from the lifts and using the most direct route or a route nominated by the Committee, from time to time.</p>	All members, except Retail Carpark

SF	Shared Facility	Description	Member benefited
SF9	Insurance	<p>Costs for insurance include, without limitation:</p> <ul style="list-style-type: none"> • building insurance premiums; and • public liability insurance; and • premiums under other policies effected by the Committee according to the management statement; and • excess on insurance policies effected by the Committee; and • valuations of the building for insurance purposes; and • insurance broker fees; and <p>other costs incurred by the Committee to effect an insurance policy or under an existing insurance policy.</p>	All members
SF10	Garbage Holding and Compaction Area and Removal Service	<p>The garbage holding and compaction area marked SF10 on the Shared Facilities Plan. These facilities are located on the ground level.</p> <p>This includes:</p> <ul style="list-style-type: none"> • electricity; • electric hot water heaters; • hose taps and connected hoses; • the cost of garbage compaction and removal; • ventilation system for the area; 	Main Retail, Anzac Retail, Retail Carpark, Service Retail North, Service Retail South and Service Retail West

SF	Shared Facility	Description	Member benefited
		<ul style="list-style-type: none"> garbage bins and receptacles located in the area; water costs; and cleaning costs. <p>This excludes costs incurred to transport garbage and recyclable materials to the Garbage Holding and Compaction Area by the Members, Owners or Occupiers.</p>	
SF11	Loading Dock Area	<p>The loading dock area is marked SF11 on the Shared Facilities Plan. These facilities are located on the ground level.</p> <p>This includes:</p> <ul style="list-style-type: none"> lighting costs and electricity; hose taps and connected hoses; ventilation system for the area; cleaning costs; and line markings and signage. 	All members
SF12	Residential Carpark	<p>The carpark is marked SF12 on the Shared Facilities Plan. They are located on the basement levels 1 and 2, and 3.</p> <p>This includes:</p> <ul style="list-style-type: none"> line marking in the driveways and ramps; 	Boulevard, Northerly, Panorama, Axis, Botanica, Service Retail North, Service Retail West

SF	Shared Facility	Description	Member benefited
		<ul style="list-style-type: none"> • signage in the driveways and ramps; and • repair and maintenance of the roller shutter, driveways and ramps. <p>This also includes access to and from the carparks using the most direct route or the route nominated by the Committee from time to time.</p>	
SF13	Fire Stairs	<p>The fire stairs are marked SF13 on the Shared Facilities Plan. They are located throughout Pacific Square between basement 3 and level 1.</p> <p>The fire stairs may only be used for fire evacuation or testing purposes.</p> <p>This includes:</p> <ul style="list-style-type: none"> • cleaning; • ventilation; and • lighting. <p>This also includes access to and from the fire stairs.</p> <p>The electricity to the fire stairs is serviced from residential stratum lots and the relevant stratum Lot will be responsible for electricity costs.</p>	All members
SF14	Travelator	<p>The travelator is marked SF14 on the Shared Facilities Plan. It is located on ground level and basement 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • repair and maintenance of the travelator; 	Retail Carpark, Main Retail, Anzac Retail, Service Retail North, Service Retail South and Service Retail West

SF	Shared Facility	Description	Member benefited
		<ul style="list-style-type: none"> • cleaning costs; and • electricity costs. 	
SF15	Main Plant Room	<p>The plant room is marked SF15 on the Shared Facilities Plan. These are located on the mezzanine floor and adjacent to the pool plant room on level 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • shared air-conditioning plant; • repair, energy usage and maintenance of the shared air-conditioning plant; • shared ventilation plant; • smoke extraction system, • gas, water, drainage; • cleaning; and • lighting costs. <p>It excludes any pool plant located within the main plant room which is part of Shared Facility 16.</p>	Main Retail, Anzac Retail, Service Retail North, and Service Retail South.

SF	Shared Facility	Description	Member benefited
SF16	Swimming Pool and Gym	<p>The swimming pool and gym are marked SF16 on the Shared Facilities Plan. These are located on level 1.</p> <p>The pool includes:</p> <ul style="list-style-type: none"> • the cost of signage; • cleaning; • pool chemicals; • lighting and electricity; • plant and equipment; • ventilation system; • gas, water and drainage; and • landscaping and other costs associated with operating and maintaining the pool facility including its surrounding areas. <p>The gym includes:</p> <ul style="list-style-type: none"> • cleaning; • repairs and maintenance; • ventilation system; • lighting, electricity; and • consumables (eg toilet paper) and other costs associated with operating the gym facility. 	Boulevard, Northerly, Panorama, Axis, Botanica

SF	Shared Facility	Description	Member benefited
		This also includes pool plant located within the main plant room.	
SF17	Open Space Areas	<p>The open space areas are marked SF17 on the Shared Facilities Plan. These are located on level 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • signage; • maintenance of children's play area; • cleaning; • regular gardening and landscape maintenance (including furniture); • lighting, electrical power; • operating, repairing and maintaining the irrigation system; and • access to the retail smoke exhaust fans. 	Boulevard, Northerly, Panorama, Axis, Botanica
SF18	Service Retail Walkway	<p>The walkway to retail lots is marked SF18 on the Shared Facilities Plan. This walkway is located on level 1.</p> <p>This includes cleaning.</p> <p>This excludes lighting</p>	Boulevard, Northerly, Panorama, Axis, Botanica, Service Retail North and Service Retail South

SF	Shared Facility	Description	Member benefited
SF19	Shared Facility Facility Manager's Office and Store Room	<p>The facility manager's office and the facility manager's store room are marked SF19 on the Shared Facilities Plan. They are located on level 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • repairs and maintenance; • consumables; • cleaning; and • electricity costs. 	All Members
SF20	Cooling Towers	<p>The cooling towers are marked SF20 on the Shared Facilities Plan. This is located on the roof of Panorama.</p> <p>This includes:</p> <ul style="list-style-type: none"> • all plant and equipment; • motors, fans, wires, cables and ducts; • reticulation piping; • condenser water pumps; • electricity costs and water consumption; and • maintenance and repairs. <p>The cooling towers will be installed and located on the podium until construction of Panorama is completed.</p>	Main Retail, Anzac Retail, Service Retail North and Service Retail South

SF	Shared Facility	Description	Member benefited
SF21	Stairs	<p>The stairs are marked SF21 on the Shared Facilities Plan. These are located on ground and level 1.</p> <p>This excludes cleaning and lighting.</p>	Service Retail South Axis
SF22	Bike Racks	<p>The bike racks are marked SF22 on the Shared Facilities Plan. They are located on basement 2.</p> <p>This includes access to and from the bike racks using the most direct route or the route nominated by the Committee from time to time.</p>	Boulevard, Northerly, Panorama, Axis, Botanica
SF23	Fire Control Systems etc.	<p>The fire system is an integrated system located throughout Pacific Square generally marked SF23 on the Shared Facilities Plan. It includes, without limitation, each of the following items:</p> <ul style="list-style-type: none"> • fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; • the sprinkler system including all booster pumps, valves pipe work and electrical components that form part of the fire sprinkler system; • fire extinguishers; • emergency warning intercommunication system (EWIS) and fire alarm systems including speakers, alarms and associated electrical components; • the fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; • emergency lighting system including all light fittings, batteries 	All members

SF	Shared Facility	Description	Member benefited
		<p>and other components forming part of the emergency lighting system;</p> <ul style="list-style-type: none"> • fire indicator panel and mimic panel together with their associated electrical components (including pans and ducting work); • ventilation system to fire control plant area; • retail smoke control; • fire control equipment; and • the fire stairs providing access to open space. <p>The fire system also includes the cost to comply with any obligations of the Committee regarding fire safety.</p> <p>The fire system does not include additional fire safety equipment or services installed in Pacific Square by a Member, Owner or Occupier.</p>	
SF24	Fan Rooms for Carpark	<p>The fan rooms are marked SF24 on the Shared Facilities Plan. These are located on the mezzanine level, and basement levels 1 and 2.</p> <p>This includes:</p> <ul style="list-style-type: none"> • electrical wires, cables and ducts; • fans; • motors; 	Retail Carpark, Boulevard, Northerly, Panorama, Axis, Botanica, Service Retail South, Service Retail North

SF	Shared Facility	Description	Member benefited
		<ul style="list-style-type: none"> the garage exhaust system to the point of discharge; cleaning and maintenance of equipment and rooms; and electricity and lighting costs. 	
SF25	Substation South	<p>The substation is marked SF25 on the Shared Facilities Plan. It is located on the Mezzanine Level.</p> <p>The electrical substation includes without limitation the building structure and fabric comprising the substation.</p> <p>It excludes:</p> <ul style="list-style-type: none"> the electrical transformers and other equipment servicing the electrical substation that are the property of Energy Australia; lighting; and cleaning costs. 	Axis, Botanica, Retail Carpark, Main Retail, Service Retail South and Service Retail West
SF26	Strata Management Services	<p>Strata management services include the services provided by the Strata Manager appointed by the Committee. Costs for strata management services include, without limitation:</p> <ul style="list-style-type: none"> management fees and other fees that the Committee must pay the Strata Manager according to their agreement; other costs incurred by the Committee according to its agreement with the Strata Manager; audit fees incurred by the Committee; and costs incurred by the Committee to maintain its records 	All members

SF	Shared Facility	Description (including its financial records) according to this management statement.	Member benefited
SF27	Detention Tanks	<p>The detention tanks are marked SF27 on the Shared Facilities Plan. They are located on basement level 1.</p> <p>The stormwater detention tanks include:</p> <ul style="list-style-type: none"> all equipment, pipes, cables and ducts ancillary to the operation of the tanks; and cleaning. 	All members except Service Retail North, Service Retail South and Service Retail West
SF28	Domestic Cold Water No 1	<p>The domestic cold water meters are marked SF28 on the Shared Facilities Plan and are located on basement 1.</p> <p>Hydraulic infrastructure excludes:</p> <ul style="list-style-type: none"> costs for water consumption; and water pipes that are for the exclusive use of a Member, an Owner or an Occupier. 	Boulevard and Northerly
SF29	Security Systems	<p>Security systems generally include all security items giving access to Shared Facilities and vehicular access into the carpark levels of Pacific Square. In particular, security systems include:</p> <ul style="list-style-type: none"> (a) security guards contracted by the Committee to provide manned security services and patrols for Pacific Square; (b) Security Keys (and equipment for encoding Security Keys); (c) security cameras in Common Property and Shared Facilities; 	All members

SF	Shared Facility	Description	Member benefited
		<p>(d) security equipment (for example, computers, monitors) monitoring security cameras in Common Property or Shared Facilities; and</p> <p>(f) the security access card reader located at the entrance to the residential carpark.</p>	
SF30	Facilities Management Services	<p>Facilities management services include the services provided by the Facilities Manager appointed by the Committee. Costs for facilities management services include, without limitation:</p> <p>(a) management fees and other fees that the Committee must pay the Facilities Manager according to their agreement; and</p> <p>(b) other costs incurred by the Committee according to its agreement with the Facilities Manager.</p>	All members
SF31	MDF Room 1	<p>The main distribution frame for telecommunications is marked SF31 on the Shared Facilities Plan. It is located on the ground level.</p> <p>This includes:</p> <ul style="list-style-type: none"> all telephone equipment other than the property of the service; all wiring; and ventilation. 	All members except Retail Carpark and Service Retail West
SF32	Subsurface Drainage System	<p>The subsurface drainage system is marked SF32 on the Shared Facilities Plan and is located on basement levels 2 and 3.</p> <p>This includes pump out chambers, pumps cabling, rising mains, electricity, maintenance and repairs.</p>	All members

SF	Shared Facility	Description	Member benefited
SF33	Car Wash Bays	<p>The car wash bays marked SF33 on the Shared Facilities Plan and are located on basement 2.</p> <p>This includes:</p> <ul style="list-style-type: none"> • equipment, repairs and maintenance • trade waste maintenance; • water; and • drainage. 	Boulevard, Northerly, Panorama, Axis, Botanica
SF34	Television Reception	<p>The television reception is generally located on the roof of Panorama as well as in MDF Room 1 (SF31)</p> <p>This includes all repairs and maintenance of the antenna, cabling, amplifiers, splitters and other equipment from the antenna to end of the common cabling.</p>	Boulevard, Northerly, Axis, Botanica, Panorama, Main Retail, Service Retail North, Service Retail South, Anzac Retail, Service Retail West
SF35	Electrical Meter Room No 6	<p>The Electrical Meter Room is marked SF35 on the Shared Facilities Plan. It is located on basement 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • all electrical meters; • distribution boards; and • ventilation. 	Anzac Retail, Main Retail, Service Retail North, Retail Carpark and Service Retail West

SF	Shared Facility	Description	Member benefited
SF36	Main Switch Board No 2.	<p>This room is marked SF36 on the Shared Facilities Plan. It is located on basement 1 and basement 2.</p> <p>This includes:</p> <ul style="list-style-type: none"> • electrical wires, cables and ducts and exclusively servicing Shared Facilities; • switchboard; • ventilation; • electrical wires, cables and ducts that services more than one component of Pacific Square; and • cleaning. <p>This excludes:</p> <ul style="list-style-type: none"> • costs for electrical consumption; • electrical wires, cables and ducts that are for the exclusive use of a Member, an Owner or an Occupier; and • lighting costs. 	Retail Carpark, Main Retail, Service Retail South, Axis and Botanica
SF37	Electrical Meter Room No 4.	<p>The Electrical Meter Room No. 4 is marked SF37 on the Shared Facilities Plan. It is located on basement 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • all electrical meters; 	Axis

SF	Shared Facility	Description	Member benefited
		<ul style="list-style-type: none"> • distribution boards; and • ventilation. 	
SF38	Electrical Meter Room No 5.	<p>The Electrical Meter Room No. 5 is marked SF38 on the Shared Facilities Plan. It is located on basement 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • all electrical meters; • distribution boards; and • ventilation. 	Botanica and Service Retail West
SF39	Domestic Cold Water Room No 2.	<p>The Domestic Cold Water Room No. 2 is marked SF39 on the Shared Facilities Plan. It is located on basement 2.</p> <p>This includes:</p> <ul style="list-style-type: none"> • Panorama pump assembly; • retail water supply pump assembly; • all pipework and valves; and • all metering not the property of the water supply authority. <p>Hydraulic infrastructure excludes:</p> <ul style="list-style-type: none"> • costs for water consumption; and • water pipes that are for the exclusive use of a Member, an Owner or an Occupier. 	All members

SF	Shared Facility	Description	Member benefited
SF40	Electrical Meter Room No 7.	<p>The Electrical Meter Room No. 7 is marked SF40 on the Shared Facilities Plan. It is located on basement 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • all electrical meters; • all electrical wiring; • switchboard and other distribution boards; and • ventilation. 	Main Retail, Service Retail South
SF41	Domestic Cold Water Room No 3.	<p>The water meter and pump assemblies are marked SF41 on the Shared Facilities Plan and are located on basement 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • pump assemblies; and • water meters, valves and piping. <p>This excludes:</p> <ul style="list-style-type: none"> • costs for water consumption; and • water pipes that are for the exclusive use of a Member, and Owner or an Occupier. 	Axis, Botanica and Service Retail South

SF	Shared Facility	Description	Member benefited
SF42	MDF Room No 2.	<p>MDF Room No. 2 is marked SF42 on the Shared Facilities Plan. It is located on basement 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • all telephone equipment other than the property of the service. • all wiring. • ventilation. 	Axis, Botanica, Main Retail, Service Retail South and Service Retail West
SF43	Electrical Meter Room No 1.	<p>The Electrical Meter Room No. 1 is marked SF43 on the Shared Facilities Plan. It is located on basement 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • all electrical meters; • distribution boards; and • ventilation. 	Boulevard
SF44	Electrical Meter Room No 2.	<p>The Electrical Meter Room No. 2 is marked SF44 on the Shared Facilities Plan. It is located on basement 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • all electrical meters; • distribution boards; and • ventilation. 	Northerly

SF	Shared Facility	Description	Member benefited
SF45	Electrical Meter Room No 3.	<p>The Electrical Meter Room No. 3 is marked SF45 on the Shared Facilities Plan. It is located on basement 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • all electrical meters; • distribution boards; and • ventilation. 	Panorama
SF46	Hydraulic Plant Room	<p>The Hydraulic Plant Rooms are marked SF46 on the Shared Facilities Plan. They are located on basement 2 and basement 3.</p> <p>This Shared Facility includes:</p> <ul style="list-style-type: none"> • pump assemblies; • valves and piping; and • electricity costs. <p>Excludes:</p> <ul style="list-style-type: none"> • costs for water consumption; and • water pipes that are for the exclusive use of a Member, an Owner or an Occupier. 	All members
SF47	Domestic Cold Water Areas.	<p>The water meters and pump assemblies are marked as SF47 are located on basement 1.</p> <p>This includes:</p>	Botanica, and Service Retail West

SF	Shared Facility	Description	Member benefited
		<ul style="list-style-type: none"> • pump assemblies; • water meters, valves and piping. <p>This excludes:</p> <ul style="list-style-type: none"> • costs for water consumption; and • water pipes that are for the exclusive use of a Member, an Owner or an Occupier. 	
SF48	Residential Garbage Room	<p>The Residential Garbage Room is marked SF48 on the Shared Facilities Plan. It is located on basement 2.</p> <p>It includes:</p> <ul style="list-style-type: none"> • lighting and electricity; • hose taps and connected hoses; • electric hot water heaters; • ventilation systems; • water costs <p>This excludes costs incurred to:</p> <ul style="list-style-type: none"> • transport garbage and recyclable materials to the Loading Dock Area for collection by the Members, Owners or Occupiers; • cleaning costs; and • costs of supplying garbage bins and receptacles. 	Botanica

SF	Shared Facility	Description	Member benefited
SF49	Sewerage System	<p>The sewerage system includes stack work, vent pipes and hydraulic pipes that service all components of Pacific Square from the boundary trap to the junction point.</p> <p>The sewerage system excludes the sewerage components which are located inside a Stratum Lot or Strata Scheme and which are for the exclusive use of a Member, an Owner or an Occupier.</p>	All Members, except Retail Carpark
SF50	Retail Lift on Maroubra Rd	<p>The retail lift on Maroubra Road is marked SF 50 on the Shared Facilities Plan. It is located on basement levels 1 and 2, ground level, mezzanine level and level 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • maintenance; • cleaning; and • electricity costs. <p>This includes access to and from the retail lift using the most direct route or a route nominated by the Committee from time to time.</p>	Retail Carpark, Main Retail and Service Retail West
SF51	Fire Stair and ground floor lobby to Service Retail West	<p>The fire stair and ground floor lobby are marked SF 51 on the Shared Facilities Plan. The lobby is located on ground floor off Maroubra Road and the fire stairs between the Maroubra Road entry and level 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> • cleaning; • ventilation; • lighting; and • access to and from the fire stairs. 	Maroubra Road Mezzanine and Service Retail West.

SF	Shared Facility	Description	Member benefited
		The electricity to the fire stairs is serviced from the Service Retail West lot and it will be responsible for the electricity costs.	
SF52	Sewer Pump	<p>The sewer pump is marked SF52 on the Shared Facilities Plan and is located on basement level 3.</p> <p>This includes:</p> <ul style="list-style-type: none"> • pump out chambers; • pumps cabling; • rising mains; • electricity; • maintenance; and • repairs. 	Axis, Botanica, Main Retail, Service Retail South, Anzac Retail and Service Retail West
SF53	Botanica Fire Stairs and AC plant access	<p>The fire stairs and airconditioning plant access is marked SF53 on the Shared Facilities Plan. The fire stairs are located throughout between ground level and the roof and the access is on the roof of Botanica.</p> <p>The fire stairs may only be used for the purposes of accessing the airconditioning plant on the roof, fire evacuation or testing purposes.</p> <p>This includes:</p> <ul style="list-style-type: none"> • cleaning; • ventilation; • lighting; and • access to and from the fire stairs. <p>The electricity to the fire stairs is serviced from the Botanica lot and it will be responsible for the electricity costs.</p>	Botanica and Service Retail West

SF	Shared Facility	Description	Member benefited
SF54	BMS	<p>The Building Management System is an integrated and concealed system throughout Pacific Square (therefore not marked on Shared Facilities Plan).</p> <p>This includes:</p> <ul style="list-style-type: none"> • computer hardware and software; • various plant points and panels; and • maintenance of above. 	All lots except Maroubra Road Mezzanine, Anzac Retail and Service Retail West.
SF55	Building Perimeter	<p>The building perimeter is marked SF55 on the Shared Facility Plan. It is located around the outside of the building.</p> <p>This includes:</p> <ul style="list-style-type: none"> • awnings; • lights; • columns; • pedestrian pathways; and • cleaning and maintenance of above. 	All lots except Retail Carpark.
SF56	Water Consumption for Maroubra Road Mezzanine	Water Consumption for Maroubra Road Mezzanine is to be measured by a private meter administered by Main Retail.	Maroubra Road Mezzanine

10 Amendment of schedule 3 “Division of cost for Shared Facilities in Stage 2”

The existing Schedule 3 (“Division of costs for Shared Facilities in Stage 2”) is deleted and replaced with a new Schedule 3 (“Division of costs for Shared Facilities in Stage 2”) which includes new Shared Facilities (SF54 to SF55 inclusive), proportions for Maroubra Road Mezzanine for each relevant Shared Facility and other minor amendments as follows:

"STAGE 2 - SOUTHERN STAGE COMPLETED"

PERCENTAGE ALLOCATION

	Stratum Lot	3	5	6	7	9	10	17	12	13	14	15	16	Method of Cost Apportionment (eg area, usage)
	Shared Facility	Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	Maroubra Road Mezzanine	
SF1	Gas Meter Room	1.2%	9.2%	13.1%	18.0%	16.1%	20.5%	16.3%	0.0%	2.9%	1.7%	0.0%	1.0%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF2	Main Switch Board No. 1	2.2%	17.7%	25.3%	34.7%	0.0%	0.0%	17.1%	0.7%	0.0%	1.3%	0.0%	1.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF3	Substation North	2.2%	17.7%	25.3%	34.7%	0.0%	0.0%	18.1%	0.7%	0.0%	1.3%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served by this substation bears to the total internal floor area of Pacific Square served by this substation

	Stratum Lot	3	5	6	7	9	10	17	12	13	14	15	16	Method of Cost Apportionment (eg area, usage)
	Shared Facility	Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	Maroubra Road Mezzanine	
SF4	Kitchen Exhaust Room	5.1%	0.0%	0.0%	0.0%	0.0%	0.0%	75.4%	0.0%	12.5%	7.1%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF5	Residential Lobby, Lifts, Stairs	0.0%	3.6%	75.1%	7.0%	6.3%	8.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF6	Commercial Lifts	26.0%	5.0%	5.0%	3.0%	5.0%	5.0%	20.0%	1.0%	26.0%	4.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF7	Commercial Stairs	26.0%	5.0%	5.0%	3.0%	5.0%	5.0%	20.0%	1.0%	26.0%	4.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF8	Goods Lift	1.2%	10.0%	14.1%	19.0%	17.1%	20.5%	12.5%	0.0%	2.9%	1.7%	1.0%	0.0%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF9	Insurance	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	The relative proportion that the replacement value of each Stratum Lot bears to the total replacement value of Pacific Square

	Stratum Lot	3	5	6	7	9	10	17	12	13	14	15	16	Method of Cost Apportionment (eg area, usage)
	Shared Facility	Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	Maroubra Road Mezzanine	
SF10	Garbage Holding and Compaction Area and Removal Service	5.7%	0.0%	0.0%	0.0%	0.0%	0.0%	62.0%	0.0%	12.9%	8.4%	10.0%	1.0%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF11	Loading Dock Area	0.3%	5.2%	7.5%	10.3%	9.0%	11.6%	49.2%	0.9%	0.8%	4.6%	0.6%	0.0%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF12	Residential Roller Shutter and Ramps	0.5%	11.7%	16.7%	22.9%	20.4%	26.2%	0.0%	0.0%	0.0%	0.0%	1.5%	0.0%	The relative proportion that the internal floor area of each residential Stratum Lot bears to the total residential internal floor area of Pacific Square

	Stratum Lot	3	5	6	7	9	10	17	12	13	14	15	16	Method of Cost Apportionment (eg area, usage)
	Shared Facility	Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	Maroubra Road Mezzanine	
SF13	Fire Stairs	1.0%	7.6%	10.8%	14.8%	13.0%	16.8%	14.2%	17.8%	2.4%	1.4%	0.3%	0.0%	The relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF14	Travelator	8.7%	0.0%	0.0%	0.0%	0.0%	0.0%	72.7%	0.8%	13.0%	2.6%	0.3%	2.0%	Based on the estimated usage of each stratum lot
SF15	Shared Plant in Plant Rooms	6.9%	0.0%	0.0%	0.0%	0.0%	0.0%	75.8%	0.0%	17.0%	0.3%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF16	Swimming Pool and Gym	0.0%	11.9%	17.0%	23.4%	20.8%	26.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each residential Stratum Lot bears to the total residential internal floor area of Pacific Square
SF17	Open Space Area	0.0%	11.9%	17.0%	23.4%	20.8%	26.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each residential Stratum Lot bears to the total residential internal floor area of Pacific Square

	Stratum Lot	3	5	6	7	9	10	17	12	13	14	15	16	Method of Cost Apportionment (eg area, usage)
		Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	Maroubra Road Mezzanine	
SF18	Shared Facility Service Retail Walkway	14.0%	6.0%	8.7%	12.1%	11.0%	13.2%	0.0%	0.0%	35.0%	0.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF19	Facility Manager's Office and Store Room	1.4%	10.2%	14.5%	20.0%	17.8%	21.6%	7.5%	1.0%	2.8%	1.0%	1.2%	1.0%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF20	Cooling Towers	7.0%	0.0%	0.0%	0.0%	0.0%	0.0%	75.9%	0.0%	17.1%	0.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF21	Stairs	0.0%	0.0%	0.0%	0.0%	50.0%	0.0%	0.0%	0.0%	50.0%	0.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot

	Stratum Lot	3	5	6	7	9	10	17	12	13	14	15	16	Method of Cost Apportionment (eg area, usage)
Code	Shared Facility	Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	Maroubra Road Mezzanine	
SF22	Bike Racks	0.0%	11.9%	17.0%	23.4%	20.8%	26.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each residential Stratum Lot bears to the total residential internal floor area of Pacific Square
SF23	Fire Control Systems etc.	1.0%	7.6%	10.8%	14.8%	13.2%	15.4%	13.2%	17.8%	2.4%	1.4%	1.5%	1.0%	The relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF24	Fan Rooms for Carpark	0.20%	7.4%	5.1%	11.1%	17.6%	15.4%	0.0%	42.4%	0.0%	0.0%	1.0%	0.0%	The relative proportion that the number of car spaces in each Stratum Lot bears to the total number of car spaces for Pacific Square.

	Stratum Lot	3	5	6	7	9	10	17	12	13	14	15	16	Method of Cost Apportionment (eg area, usage)
Code	Shared Facility	Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	Maroubra Road Mezzanine	
SF25	Substation South	0.0%	0.0%	0.0%	0.0%	28.2%	34.0%	27.1%	1.4%	5.0%	0.0%	2.2%	2.0%	The relative proportion that the internal floor area of each Stratum Lot served by this substation bears to the total internal floor area of Pacific Square served by this substation
SF26	Strata Management Services	1.4%	10.2%	14.5%	20.0%	17.7%	22.4%	6.5%	1.0%	2.8%	1.0%	1.5%	1.0%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF27	Detention Tanks	0.0%	16.6%	21.0%	19.3%	19.3%	20.4%	3.3%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the roof/garden area of each Stratum Lot bears to the total roof/garden area of Pacific Square

	Stratum Lot	3	5	6	7	9	10	17	12	13	14	15	16	Method of Cost Apportionment (eg area, usage)
		Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	Maroubra Road Mezzanine	
SF28	Shared Facility Domestic Cold Water No. 1	0.0%	41.2%	58.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF29	Security Systems	1.4%	11.2%	15.9%	21.7%	19.3%	23.3%	1.0%	0.6%	3.5%	0.6%	1.4%	0.0%	Based on the estimated usage of each stratum lot
SF30	Facilities Management Services	1.4%	10.2%	14.5%	20.0%	17.7%	22.4%	6.5%	1.0%	2.8%	1.0%	1.5%	1.0%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF31	MDF Room 1	1.2%	9.2%	13.1%	18.0%	16.1%	20.5%	17.3%	0.0%	2.9%	1.7%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.

	Stratum Lot	3	5	6	7	9	10	17	12	13	14	15	16	Method of Cost Apportionment (eg area, usage)
	Shared Facility	Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	Maroubra Road Mezzanine	
SF32	Subsurface Drainage System	1.0%	7.6%	10.8%	14.8%	13.0%	16.1%	14.2%	17.8%	2.4%	1.4%	1.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF33	Car Wash Bays	0.0%	11.9%	17.0%	23.4%	20.8%	26.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each residential Stratum Lot bears to the total residential internal floor area of Pacific Square
SF34	Television Reception	1.0%	12.0%	15.6%	22.1%	19.3%	23.0%	2.5%	0.0%	2.0%	0.5%	2.0%	0.0%	The relative proportion that the number of outlets provided in each Stratum Lot bears to the total number of outlets served of Pacific Square
SF35	Electrical Meter Room No. 6	2.8%	0.0%	0.0%	0.0%	0.0%	0.0%	40.9%	51.4%	0.0%	3.9%	1.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.

	Stratum Lot	3	5	6	7	9	10	17	12	13	14	15	16	Method of Cost Apportionment (eg area, usage)
Code	Shared Facility	Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	Maroubra Road Mezzanine	
SF36	Main Switch Board No. 2	0.0%	0.0%	0.0%	0.0%	28.2%	36.2%	26.5%	1.0%	5.0%	0.0%	0.0%	3.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF37	Electrical Meter Room No. 4	0.0%	0.0%	0.0%	0.0%	100.0 %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF38	Electrical Meter Room No. 5	0.0%	0.0%	0.0%	0.0%	0.0%	94.0%	0.0%	0.0%	0.0%	0.0%	6.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot serve bears to the total internal floor area of Pacific Square served.

	Stratum Lot	3	5	6	7	9	10	17	12	13	14	15	16	Method of Cost Apportionment (eg area, usage)
Code	Shared Facility	Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	Maroubra Road Mezzanine	
SF39	Domestic Cold Water Room No. 2	1.1%	9.0%	12.9%	17.7%	15.6%	19.5%	16.0%	1.8%	2.8%	1.6%	1.0%	1.0%	Based on the estimated usage of each stratum lot and the relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF40	Electrical Meter Room No. 7	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	85.8%	0.0%	14.2%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot serve bears to the total internal floor area of Pacific Square served.
SF41	Domestic Cold Water Room No. 3 and Infrastructure	0.0%	0.0%	0.0%	0.0%	54.2%	36.0%	0.0%	0.0%	9.8%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.

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	Stratum Lot	3	5	6	7	9	10	17	12	13	14	15	16	Method of Cost Apportionment (eg area, usage)
	Shared Facility	Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	Maroubra Road Mezzanine	
SF42	MDF Room No. 2	0.0%	0.0%	0.0%	0.0%	28.2%	35.3%	25.5%	0.0%	5.0%	0.0%	1.0%	5.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF43	Electrical Meter Room No. 1	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF44	Electrical Meter Room No. 2	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF45	Electrical Meter Room No. 3	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.

	Stratum Lot	3	5	6	7	9	10	17	12	13	14	15	16	Method of Cost Apportionment (eg area, usage)
	Shared Facility	Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	Maroubra Road Mezzanine	
SF46	Hydraulic Plant Room	1.0%	7.6%	10.8%	14.8%	13.0%	16.7%	13.2%	17.8%	2.4%	1.4%	0.3%	1.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF47	Domestic Cold Water Areas	0.0%	0.0%	0.0%	0.0%	0.0%	56.8%	0%	0.0%	0.0%	0.0%	43.2%	0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF48	Residential Garbage Room	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF49	Sewerage System	1.2%	9.2%	13.1%	18.0%	16.1%	19.4%	15.3%	0.0%	2.9%	1.7%	1.2%	2.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.

	Stratum Lot	3	5	6	7	9	10	17	12	13	14	15	16	Method of Cost Apportionment (eg area, usage)
	Shared Facility	Service Retail North	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail	Retail Carpark	Service Retail South	Anzac Retail	Service Retail West	Maroubra Road Mezzanine	
SF50	Retail Lift to Maroubra Rd	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	2.0%	0.0%	0.0%	80.0%	18.00%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF51	Fire Stair and ground floor lobby to Service Retail West	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	0.0%	0.0%	0.0%	90.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF52	Sewer Pump	0.0%	0.0%	0.0%	0.0%	41.0%	48.0%	4.0%	0.0%	5.0%	1.0%	1.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF53	Botanica Fire Stairs and AC plant access	0.0%	0.0%	0.0%	0.0%	0.0%	98.0%	0.0%	0.0%	0.0%	0.0%	2.0%	0.0%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.

Code	Stratum Lot	3	5	6	7	9	10	17	12	13	14	15	16	Method of Cost Apportionment (eg area, usage)
SF54	Shared Facility BMS	Service Retail North 2.0%	Northerly 5.0%	Boulevard 7.0%	Panorama 9.6%	Axis 8.3%	Botanica 10.1%	Main Retail 44.6%	Retail Carpark 11.4%	Service Retail South 2.0%	Anzac Retail 0.0%	Service Retail West 0.0%	Maroubra Road Mezzanine 0.0%	
SF55	Building Perimeter	5.0%	5.0%	5.0%	5.0%	12.5%	12.5%	30.0%	0.0%	5.0%	15.0%	3.0%	2.0%	The relative proportion that the perimeter of each Stratum Lot (with awnings) bears to the total perimeter.
SF56	Water Consumption for Maroubra Road Mezzanine	Refer to clause 64.5 of the Strata Management Statement												

Annexure B to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated:

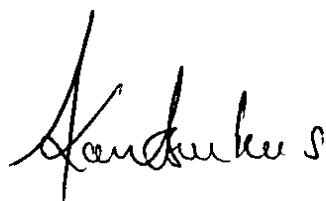
CONSENTS

1 Mortgagee Consent

EXECUTED BY AUSTRALIA AND NEW ZEALAND
BANKING GROUP (ACN 005 357 522) BY
IT ATTORNEY DANIEL KENT PURSUANT TO
POWER OF ATTORNEY REGISTERED NO 410
BOOK 4376



DANIEL KENT.



Anastasia Koutsoukos
Witness.

Annexure B to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated:

CONSENTS (cont)

3 Owners corporation - SP74550

In accordance with Motion 2 ("Amendment to Strata Management Statement") of the Extraordinary General Meeting of The Owners - Strata Plan No. 74550 held on Tuesday 29 March 2014, the owners corporation approves the changes to the Strata Management Statement as tabled at that meeting and reproduced in Annexure A of this Request.

THE COMMON SEAL of THE)
OWNERS - STRATA PLAN NO. 74550)
is affixed on 2 June 2014)
in the presence of)

being the person(s) authorised by section)
238 of the *Strata Schemes Management*)
Act 1996 (NSW) to attest the affixing of)
the common seal.)

Signed by David Ferguson)

according to section 238(3)(b) of the)
Strata Schemes Management Act 1996)
(NSW) by)
~~who is the president / chairperson / other~~)
~~principal officer / member of staff~~)
~~authorised by the president, chairperson or~~)
~~other principal officer.~~)



David Ferguson
Signed by

Annexure B to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated:

CONSENTS (cont)

3 Owners corporation - SP74378

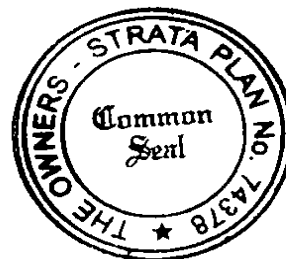
In accordance with Motion 2 ("Amendment to Strata Management Statement") of the Extraordinary General Meeting of The Owners - Strata Plan No. 74378 held on Thursday 3 March 2011 the owners corporation approves the changes to the Strata Management Statement as tabled at that meeting and reproduced in Annexure A of this Request.

THE COMMON SEAL of THE)
OWNERS - STRATA PLAN NO. 74378)
is affixed on 2 June 2011)
in the presence of)

being the person(s) authorised by section)
238 of the *Strata Schemes Management*)
Act 1996 (NSW) to attest the affixing of)
the common seal.)

Signed by David Ferguson)

according to section 238(3)(b) of the)
Strata Schemes Management Act 1996)
(NSW) by)
~~who is the president / chairperson / other~~)
~~principal officer / member of staff~~)
~~authorised by the president, chairperson or~~)
~~other principal officer.~~)



[Signature]
Signed by

Annexure B to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated:

CONSENTS (cont)

3 Owners corporation - SP74405

In accordance with Motion 2 ("Amendment to Strata Management Statement") of the Extraordinary General Meeting of The Owners - Strata Plan No. 74405 held on Tuesday 15 March 2011 the owners corporation approves the changes to the Strata Management Statement as tabled at that meeting and reproduced in Annexure A of this Request.

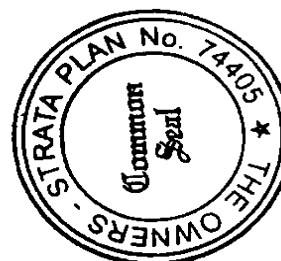
THE COMMON SEAL of THE)
OWNERS - STRATA PLAN NO. 74405)
is affixed on 2 June 2011)
in the presence of)

being the person(s) authorised by section)
238 of the *Strata Schemes Management*)
Act 1996 (NSW) to attest the affixing of)
the common seal.)

Signed by David Ferguson)

according to section 238(3)(b) of the)
Strata Schemes Management Act 1996)
(NSW) by)

~~who is the president / chairperson / other~~)
~~principal officer / member of staff~~)
~~authorised by the president, chairperson or~~)
~~other principal officer.~~)



[Signature]
Signed by

Annexure B to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated:

CONSENTS (cont)

3 Owners corporation - SP74790

In accordance with Motion 2 ("Amendment to Strata Management Statement") of the Extraordinary General Meeting of The Owners - Strata Plan No. 74790 held on *Thursday 29 March* 2011 the owners corporation approves the changes to the Strata Management Statement as tabled at that meeting and reproduced in Annexure A of this Request.

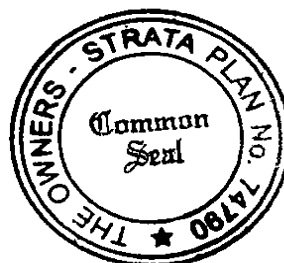
THE COMMON SEAL of THE)
OWNERS - STRATA PLAN NO. 74790)
is affixed on *2 June* 2011)
in the presence of)

being the person(s) authorised by section)
238 of the *Strata Schemes Management*)
Act 1996 (NSW) to attest the affixing of)
the common seal.)

Signed by *David Ferguson*)

according to section 238(3)(b) of the)
Strata Schemes Management Act 1996)
(NSW) by)

~~who is the president / chairperson / other~~)
~~principal officer / member of staff~~)
~~authorised by the president, chairperson or~~)
~~other principal officer.~~)



[Signature]
Signed by

Annexure B to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated:

CONSENTS (cont)

3 Owners corporation - SP81311

In accordance with Motion 2 ("Amendment to Strata Management Statement") of the Extraordinary General Meeting of The Owners - Strata Plan No. 81311 held on Tuesday 15 February 2011 the owners corporation approves the changes to the Strata Management Statement as tabled at that meeting and reproduced in Annexure A of this Request.

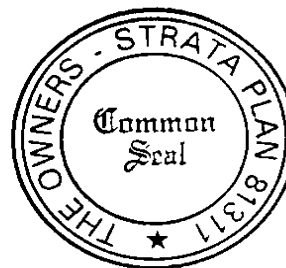
THE COMMON SEAL of THE)
OWNERS - STRATA PLAN NO. 81311)
is affixed on 2 June 2011)
in the presence of)

being the person(s) authorised by section)
238 of the *Strata Schemes Management*)
Act 1996 (NSW) to attest the affixing of)
the common seal.)

Signed by Daniel Ferguson)

according to section 238(3)(b) of the)
Strata Schemes Management Act 1996)
(NSW) by)

~~who is the president / chairperson / other~~)
~~principal officer / member of staff~~)
~~authorised by the president, chairperson or~~)
~~other principal officer.~~)



[Signature]
Signed by

Annexure B to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated:

CONSENTS (cont)

3 Owners corporation - SP79763

In accordance with Motion 2 ("Amendment to Strata Management Statement") of the Extraordinary General Meeting of The Owners - Strata Plan No. 79763 held on Monday 14 March 2019 the owners corporation approves the changes to the Strata Management Statement as tabled at that meeting and reproduced in Annexure A of this Request.

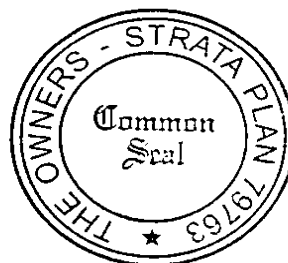
THE COMMON SEAL of THE)
OWNERS - STRATA PLAN NO. 79763)
is affixed on 2 June 2019)
in the presence of)

being the person(s) authorised by section)
238 of the *Strata Schemes Management*)
Act 1996 (NSW) to attest the affixing of)
the common seal.)

Signed by Daniel Ferguson)

according to section 238(3)(b) of the)
Strata Schemes Management Act 1996)
(NSW) by)

~~who is the president / chairperson / other~~)
~~principal officer / member of staff~~)
~~authorised by the president, chairperson or~~)
~~other principal officer.~~)



[Signature]
Signed by

Annexure **B** to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated:

CONSENTS (cont)

3 Owners corporation - SP80217

In accordance with Motion ("Amendment to Strata Management Statement") of the Extraordinary General Meeting of The Owners - Strata Plan No. 80217 held on 2011, the owners corporation approves the changes to the Strata Management Statement as tabled at that meeting and reproduced in Annexure A of this Request.


THE COMMON SEAL of THE
OWNERS - STRATA PLAN NO. 80217
is affixed on 2011
in the presence of

being the person(s) authorised by section
238 of the *Strata Schemes Management
Act 1996* (NSW) to attest the affixing of
the common seal.

Signed by

according to section 238(3)(b) of the
Strata Schemes Management Act 1996
(NSW) by
~~who is the president / chairperson / other~~
~~principal officer / member of staff~~
~~authorised by the president, chairperson or~~
~~other principal officer.~~




Signed by

Annexure **B** to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated:

CONSENTS (cont)

4 Building Management Committee

Annexure **B** to Request

Parties:

Clycut Pty Limited (ACN 091 426 569) and Alpine Hotels Pty Limited (ACN 002 250 820)
(as Applicant)

Dated:

CONSENTS (cont)

5 Tenant consents

herbertgeer

Your Ref:

Our Ref: TXD:PNB:1347140

D 02 9239 4511

Partner: Tony D'Agostino

F 02 9239 4555

Writer: Peter Bournas - Special Counsel

Email: pbournas@herbertgeer.com.au

30 March 2011

BY COURIER

Aaron Malouf

Asset Manager

Pacific Square - Centre Management Office

Mezzanine Level, 737 Anzac Parade

MAROUBRA NSW 2035

Dear Aaron

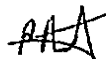
Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708 (Coles) lessee's consent
under registered lease AF67015H (Registered Lease)
Property: Lot 11 in DP115183 being folio identifier 11/1115183 (Property)

We act for Coles.

Enclosed is our original letter addressed to LPMA and dated 30 March 2011 consenting to
the registration of the subdivision plan and related documents.

Yours faithfully

HERBERT GEER



Peter Bournas
Special Counsel

Sydney Melbourne Brisbane

Syd_Docs 1347140 4166790 v1

Level 12/77 King Street
Sydney NSW 2000
Australia
DX 95 Sydney

Telephone: +61 2 9239 4500
Facsimile: +61 2 9239 4555
www.herbertgeer.com.au
ABN 121 228 101 686

herbertgeer

Your Ref:

Our Ref: TXD:PNB:1347140
Partner: Tony D'Agostino
Writer: Peter Bournas - Special Counsel
Email: pbournas@herbertgeer.com.au

D 02 9239 4511
F 02 9239 4555

30 March 2011

The Registrar-General
Land & Property Management Authority
1 Prince Albert Road
Queen's Square
SYDNEY NSW 2000

Dear Sir

**Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708 (Coles) lessee's consent
under registered lease AF67015H (Registered Lease)
Property: Lot 11 in DP115183 being folio identifier 11/115183 (Property)**

We act for Coles.

Coles is the lessee on the folio of the Register for the Property under the Registered Lease.

Coles, as lessee under the Registered Lease consents to registration on the folio of the Register of the Property of:

1. plan of subdivision in accordance with the plan set out in **Attachment A**;
2. Section 88B Instrument in accordance with the Section 88B Instrument set out in **Attachment B**; and
3. Amendments of Strata Management Statement in accordance with the amendments set out in **Attachment C**.

Yours faithfully
HERBERT GEER



Peter Bournas
Special Counsel

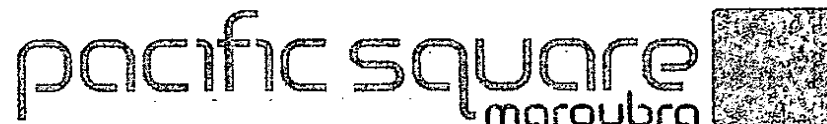
Sydney Melbourne Brisbane

Syd_Docs 1347140 4166776 v1

Level 12/77 King Street
Sydney NSW 2000
Australia
DX 95 Sydney

Telephone: +61 2 9239 4500
Facsimile: +61 2 9239 4555
www.herbertgeer.com.au
ABI 1 21 226 101 680

60 61 of 189 Page 62



15 December 2010

Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011

ATTENTION: CON & BARRY HADJIPARASKEVAS
MAROUBRA FISH MARKET
SHOP 5 PACIFIC SQUARE
737 ANZAC PARADE
PACIFIC SQUARE NSW 2035

Dear Sir/Madam

Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

The purpose of this letter is to give you information about the proposed subdivision and to obtain your consent to the registration of the subdivision and management documents which relate to this proposal.

2 Subdivision and management documents

Annexure "A" is a copy of the stratum plan which subdivides Main Retail into the two stratum lots referred to immediately above;

Annexure "B" is a copy of the "section 88B Easement" instrument which accompanies the stratum plan referred to in paragraph (a) above. This instrument creates easements related to the use and operation of Maroubra Road Mezzanine; and

Annexure "C" is a copy of the "Amendments to the Strata Management Statement" which amends the Strata Management Statement to accommodate the creation of the new stratum lot, Maroubra Road Mezzanine.

Our Ref MM10084

ABN 19 791 792 421
61 767 4750 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9334 5434 Facsimile: 9334 7456
www.pacificsquare.com.au

61620189 Page 63

15 December 2010

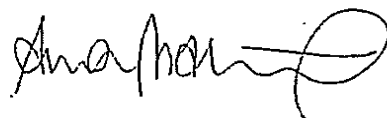
3 Consent to subdivision and management documents

Your Lease contains a number of disclosures regarding any future subdivision, titling and management arrangements for Pacific Square.

For example, clauses 15.13 and 22 of your Lease generally contemplate subdivisions of a kind that is being proposed. In such a case, the lease contains provisions concerning your consent to, and signing of, all documents necessary to enable the Lessor to register any subdivision and management documents.

The enclosed subdivision and management documents do not vary your rights under your lease to an extent that is material. Accordingly, we seek your consent to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra. We request that you sign this letter and return it to our offices by no later than January 28, 2011. We note that a copy of this letter and attachments is enclosed for your personal records.

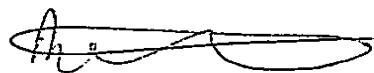
Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

Barry Hefji/Arakian

Position:

Manager

Date:

14/02/11



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

**ATTENTION: PAUL SCHMIERER & JOHN TRAGOUST
DOWNUNDER CARWASH
LEVEL B2 CAR PARK PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA NSW 2035**

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

The purpose of this letter is to give you information about the proposed subdivision and to obtain your consent to the registration of the subdivision and management documents which relate to this proposal.

2 Subdivision and management documents

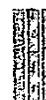
Annexure "A" is a copy of the stratum plan which subdivides Main Retail into the two stratum lots referred to immediately above;

Annexure "B" is a copy of the "section 88B Easement" instrument which accompanies the stratum plan referred to in paragraph (a) above. This instrument creates easements related to the use and operation of Maroubra Road Mezzanine; and

Annexure "C" is a copy of the "Amendments to the Strata Management Statement" which amends the Strata Management Statement to accommodate the creation of the new stratum lot, Maroubra Road Mezzanine.

Our Ref MM10084

ABN 96 794 700 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au



15 December 2010

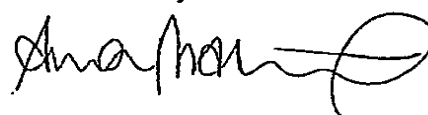
3 Consent to subdivision and management documents

Your Lease contains a number of disclosures regarding any future subdivision, titling and management arrangements for Pacific Square.

For example, clauses 15.13 and 22 of your Lease generally contemplate subdivisions of a kind that is being proposed. In such a case, the lease contains provisions concerning your consent to, and signing of, all documents necessary to enable the Lessor to register any subdivision and management documents.

The enclosed subdivision and management documents do not vary your rights under your lease to an extent that is material. Accordingly, we seek your consent to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra. We request that you sign this letter and return it to our offices by no later than January 28, 2011. We note that a copy of this letter and attachments is enclosed for your personal records.

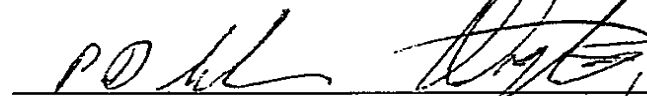
Yours sincerely



Aaron Malouf
Asset Manager

☒ We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

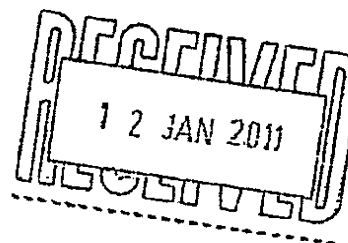
PAUL DOUCANS SCHMIENER / JOHN TRAGOS

Position:

PROPRIETORS

Date:

4/2/11



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: DAVID HUSSEIN AL'SADI
MICHEL'S PATISSERIE
SHOP K1, PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA JUNCTION NSW 2035

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

The purpose of this letter is to give you information about the proposed subdivision and to obtain your consent to the registration of the subdivision and management documents which relate to this proposal.

2 Subdivision and management documents

Annexure "A" is a copy of the stratum plan which subdivides Main Retail into the two stratum lots referred to immediately above;

Annexure "B" is a copy of the "section 88B Easement" instrument which accompanies the stratum plan referred to in paragraph (a) above. This instrument creates easements related to the use and operation of Maroubra Road Mezzanine; and

Annexure "C" is a copy of the "Amendments to the Strata Management Statement" which amends the Strata Management Statement to accommodate the creation of the new stratum lot, Maroubra Road Mezzanine.

Our Ref MM10084

ABN 96 794 700 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au



65 66 of 189 Page 67

15 December 2010

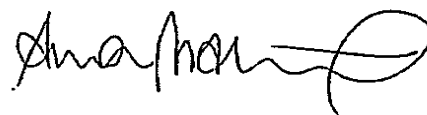
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The enclosed subdivision and management documents do not vary your rights under your lease to an extent that is material. Accordingly, we seek your consent to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra. We request that you sign this letter and return it to our offices by no later than January 28, 2011. We note that a copy of this letter and attachments is enclosed for your personal records.

Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed: 

Print Name:

David Hussain Al-Sadi

Position:

operator K1

Date:

6.01.2011

~~Page 2~~



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

**ATTENTION: PHILOMENA PANEBIANCO
RIPL PTY LTD AZZURRO ESPRESSO
SHOP K2, PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA NSW 2035**

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

The purpose of this letter is to give you information about the proposed subdivision and to obtain your consent to the registration of the subdivision and management documents which relate to this proposal.

2 Subdivision and management documents

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Annexure "C" is a copy of the "Amendments to the Strata Management Statement" which amends the Strata Management Statement to accommodate the creation of the new stratum lot, Maroubra Road Mezzanine.

Our Ref MM10084

ABN 96 774 700 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au



15 December 2010

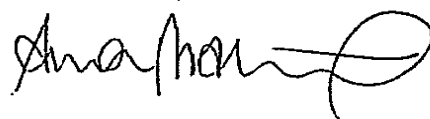
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Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed: _____

Print Name: _____

Position: _____

Date: _____



Philomena Panelkian

OWNER,

14 Feb 2011



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: BILL & DEBBIE TOSKAS
BILLY'S BAR ESPRESSO
SHOP K3, PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA JUNCTION NSW 2035

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

The purpose of this letter is to give you information about the proposed subdivision and to obtain your consent to the registration of the subdivision and management documents which relate to this proposal.

2 Subdivision and management documents

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Our Ref MM10084

ASN 96 794 700 421
Centre Management Office
Mezzanine Level 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au



69 70 of 189 Page 71

15 December 2010

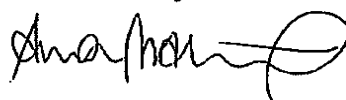
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Yours sincerely



Aaron Malouf
Asset Manager

Direct line: 9344 5444

Email: aaron.malouf@pacificsquare.com.au

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

Bill Toskas

Position:

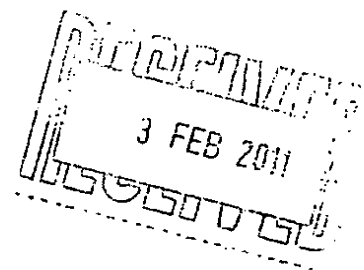
Director

Date:

9/02/11

~~Page 2~~

70 21 of 189 Page 72



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: HUA LI & WEN HUA LI
FRUIT BOX HEALTH BAR
UNIT 106, 2 SMAIL STREET
ULTIMO NSW 2007

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

The purpose of this letter is to give you information about the proposed subdivision and to obtain your consent to the registration of the subdivision and management documents which relate to this proposal.

2 Subdivision and management documents

Annexure "A" is a copy of the stratum plan which subdivides Main Retail into the two stratum lots referred to immediately above;

Annexure "B" is a copy of the "section 88B Easement" instrument which accompanies the stratum plan referred to in paragraph (a) above. This instrument creates easements related to the use and operation of Maroubra Road Mezzanine; and

Annexure "C" is a copy of the "Amendments to the Strata Management Statement" which amends the Strata Management Statement to accommodate the creation of the new stratum lot, Maroubra Road Mezzanine.

3 Consent to subdivision and management documents

Your Lease contains a number of disclosures regarding any future subdivision, titling and management arrangements for Pacific Square.

Our Ref MM10084

ABN 96 794 700 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au

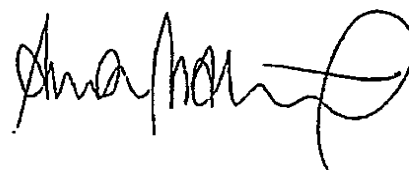


15 December 2010

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Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

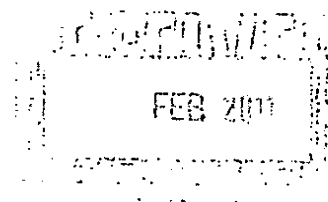
Wendy & Helen Li

Position:

owner of shop

Date:

3/2 / 2011



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: MADELEINE CAREY
NATIONAL AUSTRALIA BANK
UNITED GROUP LTD
LEVEL 8, 40 MILLER STREET
SYDNEY NSW 2060

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

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Annexure "C" is a copy of the "Amendments to the Strata Management Statement" which amends the Strata Management Statement to accommodate the creation of the new stratum lot, Maroubra Road Mezzanine.

Our Ref MM10084

ABN 196 794 700 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au



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15 December 2010

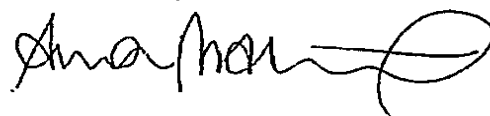
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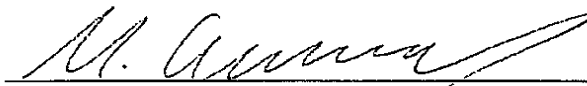
Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

Madeleine Carey

Position:

Property Manager - NAB

Date:

04/02/2011



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: IRENE DUMER
ANZ BANK
C/- JONES LANG LASALLE
PO BOX 2500, QVB
SYDNEY NSW 1230

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

The purpose of this letter is to give you information about the proposed subdivision and to obtain your consent to the registration of the subdivision and management documents which relate to this proposal.

2 Subdivision and management documents

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Our Ref MM10084

ABN 76 794 700 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au



75 76 of 189 Page 77

15 December 2010

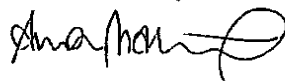
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Yours sincerely



**Aaron Malouf
Asset Manager**

Direct line: 9344 5444

Email: aaron.malouf@pacificsquare.com.au

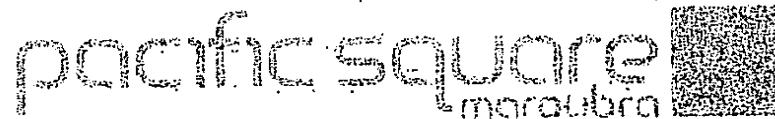
I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed: 

Print Name: CITRIS MASSLEY

Position: DEPT AUTHORISED PROPERTY MANAGER

Date: 10 MARCH 2011



15 December 2010

Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011

ATTENTION: JoAnn MURPHY
ST GEORGE BANK
UNITED GROUP LIMITED
R221, ROYAL EXCHANGE
SYDNEY NSW 1225

Dear Sir/Madam

Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents

1 Proposed stratum subdivision of Main Retail

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Our Ref MM10084

ABN 94 782 792 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 1512
Telephone: 9347 5421 Fax: 9347 4556
www.pacificsquare.com.au

77 78 of 189 Page 79

15 December 2010

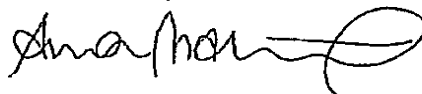
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Yours sincerely



Aaron Malouf
Asset Manager

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Signed:



Print Name:

DAMIAN SHEPHERD
Senior Real Estate

Position:

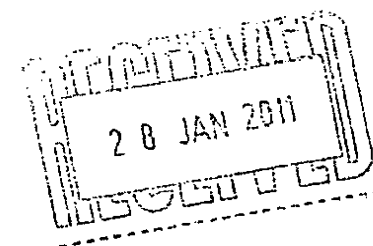
Manager
Westpac Banking
Corporation

Date:

14 / 4 / 11

Page 2

78 79 of 189 Page 80



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: SEAN GARLICK
GARLO'S PIES PTY LIMITED
UNIT 3, 2A BURROWS ROAD
ST PETERS NSW 2044

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

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3 Consent to subdivision and management documents

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Our Ref MM10084

ABN 96 794 700 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au



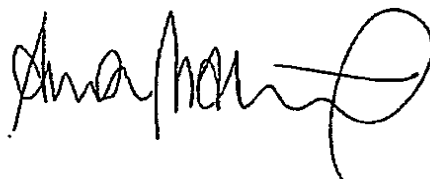
29 80 of 189 Page 81

15 December 2010

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Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

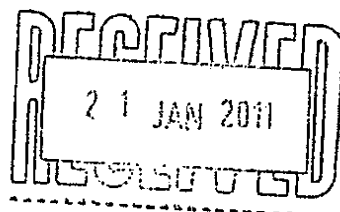
Sean Garlick

Position:

Managing Director

Date:

27/01/11



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: LUCY PARIWISATA
FLIGHT CENTRE LIMITED
C/- FIVE D HOLDINGS PTY LTD
GPO BOX 5410
SYDNEY NSW 2001

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

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Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au



8+ 8201189 Page 83

15 December 2010

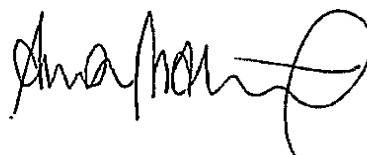
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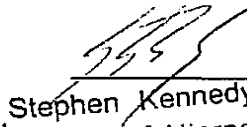
Yours sincerely




Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:

Print Name:  Stephen Kennedy
Power of Attorney

 Clay Novello

Power of Attorney

Position:

Date:

18/1/11

Page 2

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Page 84



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: ALI HAMMOUD
BRAVO PHONES
SHOP 9 PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA JUNCTION NSW 2035

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

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Our Ref MM10084

AB196 794 700 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au



83 840184 Page 85

15 December 2010

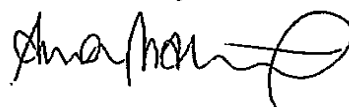
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Yours sincerely



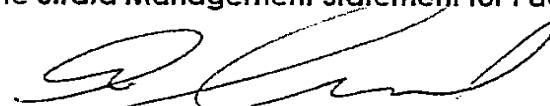
Aaron Malouf
Asset Manager

Direct line: 9344 5444

Email: aaron.malouf@pacificsquare.com.au

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

Ali Hammoud

Position:

manager

Date:

5/2/2011



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

**ATTENTION: MR KOBY WANG & MS CAROL XU
MARY K FLORAL DESIGN
SHOP 10 PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA JUNCTION NSW 2035**

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

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Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au

85 26 of 189 Page 87

15 December 2010

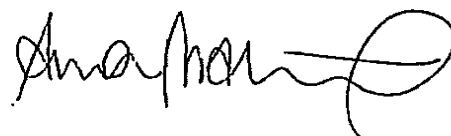
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Yours sincerely



Aaron Malouf
Asset Manager

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Signed:

X
X

Print Name:

X
X

YUANZHENG WANG

Position:

Owner

Date:

12/01/2011



15 December 2010

Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011

ATTENTION: LILI DU
DIGITAL PLUS
SHOP 11 PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA JUNCTION NSW 2035

Dear Sir/Madam

Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents

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ABN 94 731 700 421
Pacific Square Maroubra
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9312 5444 Facsimile: 9312 7456
www.pacificsquare.com.au

87 88 of 189 Page 89

15 December 2010

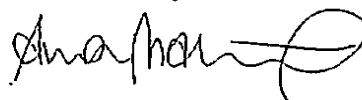
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Aaron Malouf
Asset Manager

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Signed: _____

Print Name: _____

Position: _____

Date: _____

Annexure C



15 December 2010

Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011

ATTENTION: PETER SAM KAZACOS
EYECARE PLUS
SHOP 12, PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA JUNCTION NSW 2035

Dear Sir/Madam

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Our Ref MM10084

ABN 96 774 700 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5544 Facsimile: 9344 7456
www.pacificsquare.com.au

89 90 of 189 Page 91

15 December 2010

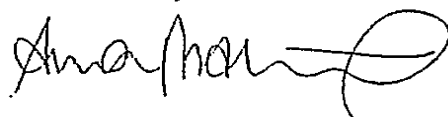
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Aaron Malouf
Asset Manager

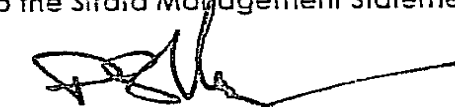
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Signed:

Print Name:

Position:

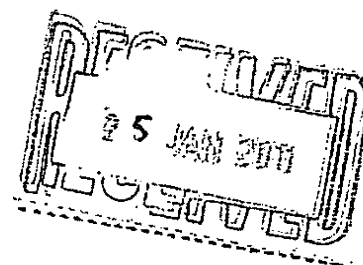
Date:



P.S. Kurra

lessee

14/4/11



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: RODNEY METLEGE
PRICELINE PHARMACY MAROUBRA
7 MANSIONS POINT ROAD
GRAYS POINT NSW 2232

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

The purpose of this letter is to give you information about the proposed subdivision and to obtain your consent to the registration of the subdivision and management documents which relate to this proposal.

2 Subdivision and management documents

Annexure "A" is a copy of the stratum plan which subdivides Main Retail into the two stratum lots referred to immediately above;

Annexure "B" is a copy of the "section 88B Easement" instrument which accompanies the stratum plan referred to in paragraph (a) above. This instrument creates easements related to the use and operation of Maroubra Road Mezzanine; and

Annexure "C" is a copy of the "Amendments to the Strata Management Statement" which amends the Strata Management Statement to accommodate the creation of the new stratum lot, Maroubra Road Mezzanine.

3 Consent to subdivision and management documents

Your Lease contains a number of disclosures regarding any future subdivision, titling and management arrangements for Pacific Square.

Our Ref MM10084

ABN 96 794 760 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au

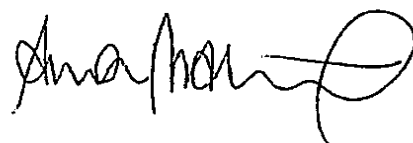
91 920189 Page 93

15 December 2010

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Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

Rodney McKenna

Position:

owner

Date:

24/1/11



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: SCOTT GOUGH
JOHN BRENNAN FRANCHISING P/L
SHOP 16 PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA NSW 2035

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

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93 94 04 189 Page 95

15 December 2010

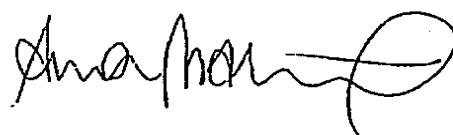
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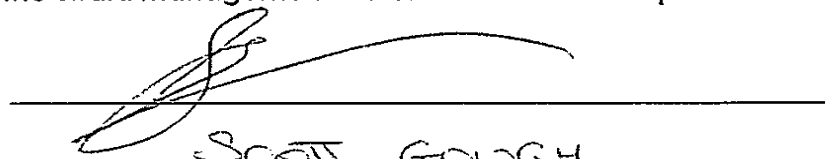
Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

SCOTT GOUGH

Position:

Franchise Owner

Date:

13-01-2011



BY.....

15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: FAVIO SEVERICH
COPPERART PTY LTD
LOCKED BAG 5065
BAULKHAM HILLS NSW 2153

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

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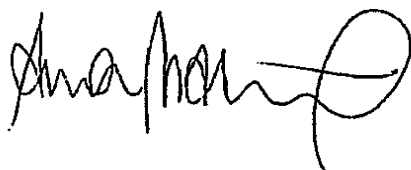
45 96 of 189 Page 97

15 December 2010

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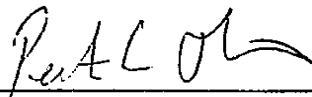
Yours sincerely



Aaron Malouf
Asset Manager

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Signed:



Print Name:

Peter C Harris

Position:

NATIONAL RETAIL MANAGER HOMEBART

Date:

31/3/11



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: ARTHUR NAUM
PACIFIC SQUARE NEWSAGENCY
SHOP 18 PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA JUNCTION NSW 2035

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

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47 28 of 189 Page 99

15 December 2010

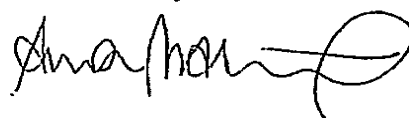
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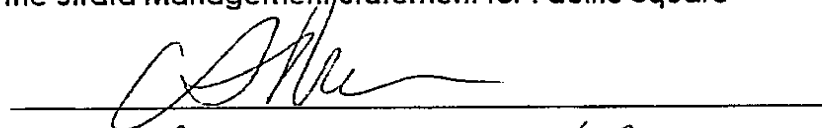
Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

ATHANASIOS NTARM

Position:

MANAGER

Date:

09 FEB 2011



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: DICKSON LUI
JASMINE ASIA SUPERMARKET
SHOP 19 PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA JUNCTION NSW 2035

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

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Centre Management Office
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www.pacificsquare.com.au



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15 December 2010

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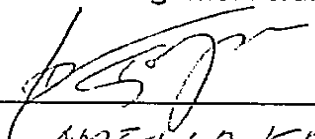
Yours sincerely



Aaron Malouf
Asset Manager

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Signed:



Print Name:

AMELIA KAM

Position:

DIRECTOR

Date:

2/2/2011



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

**ATTENTION: JULIA ZHOU & WINSTON FENG
BAKERS DELIGHT
36 / 818 ANZAC PARADE
MAROUBRA NSW 2035**

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

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If you have any questions regarding Pacific Square Maroubra or the information contained in this letter, please feel free to contact us.

Yours sincerely



Aaron Malouf
Asset Manager

Direct line: 9344 5444

Email: aaron.malouf@pacificsquare.com.au

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

Jwen Zhou

Position:

Owner

Date:

11.3.11



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: PAUL STEARN
HEALTH ZONE LIMITED
LOCKED BAG 6565
MILPERRA D.C NSW 1891

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

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Our Ref MM10084

ABN 96 794 700 421
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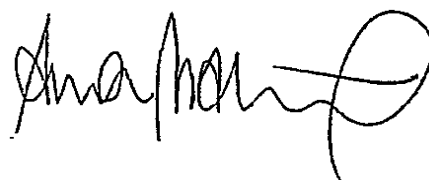
103 104 of 189 Page 105

15 December 2010

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Asset Manager

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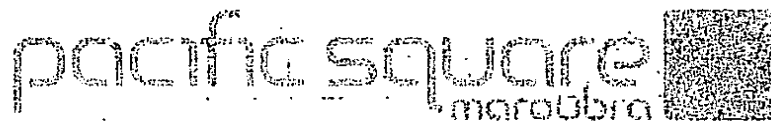
PAUL STARN

Position:

National Franchise Manager

Date:

11/4/11



15 December 2010

Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011

Peter
ATTENTION: ~~PETER~~ MARK
RED LEA CHICKEN
421 - 427 FLUSHCOMBE RD
BLACKTOWN NSW 2148

Dear Sir/Madam

Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents

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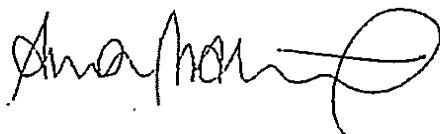
ABN 94 794 700 421
Centre Point, 737 Anzac Parade, Maroubra NSW 2035
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 02 9394 1111
www.pacificsquare.com.au

15 December 2010

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Position:

Date:


Giolani Jelicich

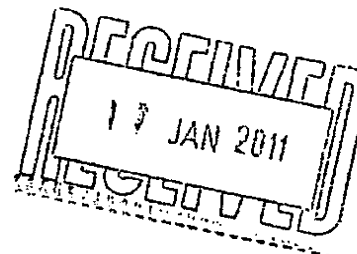
Partner

11.04.11

Page 2

106 ~~107 of 189~~ Page 108

pacific square
maroubra



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: ELLIOT KNOX & MARIE GREEN
BOOST JUICE
SHOP 23, PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA NSW 2035

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

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Our Ref MM10084

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15 December 2010

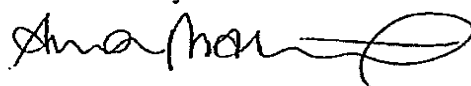
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Aaron Malouf
Asset Manager

Direct line: 9344 5444

Email: aaron.malouf@pacificsquare.com.au

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Print Name:

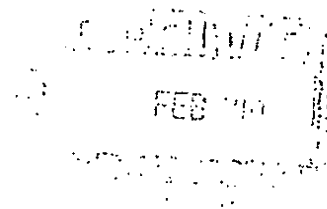
Elliot Knox

Position:

Director

Date:

13/1/11



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: MICHAEL LEE
PETERS MEATS
S100, 203 NEW SOUTH HEAD ROAD
EDGECLIFF NSW 2027

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

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Annexure "C" is a copy of the "Amendments to the Strata Management Statement" which amends the Strata Management Statement to accommodate the creation of the new stratum lot, Maroubra Road Mezzanine.

3 Consent to subdivision and management documents

Your Lease contains a number of disclosures regarding any future subdivision, titling and management arrangements for Pacific Square.

Our Ref MM10084

ABN 96 794 700 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au



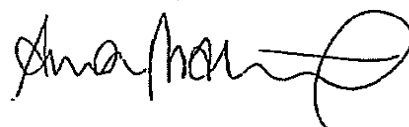
+09 4004189 Page 111

15 December 2010

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Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed: 

Print Name:

MICHAEL LEE

Position:

COMPANY SECRETARY

Date:

03/02/2011



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

**ATTENTION: STEVE KAPERNAROS
PACIFIC SQUARE GOURMET DELI
9 DALLEY AVENUE
PAGEWOOD NSW 2035**

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

The purpose of this letter is to give you information about the proposed subdivision and to obtain your consent to the registration of the subdivision and management documents which relate to this proposal.

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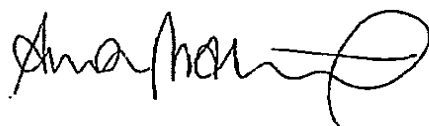
+++ 212 of 189 Page 113

15 December 2010

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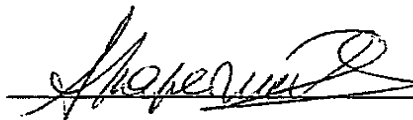
Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed: _____



Print Name: _____

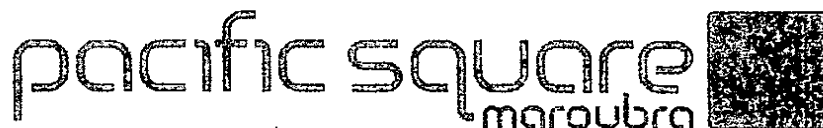
SOTIRIOS KAPERNAOV

Position: _____

MANAGER - OWNER

Date: _____

14-02-2011



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

**ATTENTION: THEO AND CORALIE PALEOLOGOS
CINCH FASHION
291 BEAMISH STREET
CAMPSIE NSW 2194**

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

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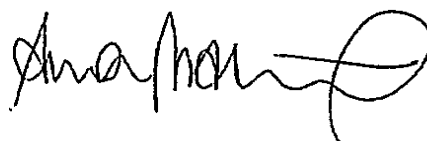
+13 1440 189 Page 115

15 December 2010

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Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

Stephen Ellison

Position:

General Manager

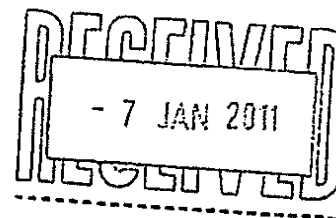
Date:

2/2/2011

~~Page 2~~

+++ HS of 189 Page 116

pacific square
maroubra 15 December 2010



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: LOUIS KHAMAS
DIAMOND HILL JEWELLERS
SHOP 27 PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA NSW 2035

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

4 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

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15 December 2010

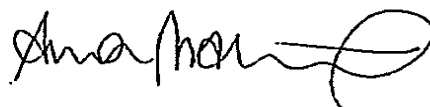
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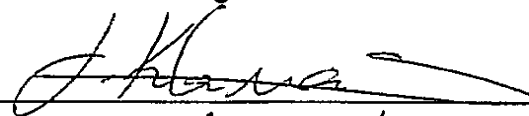
Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

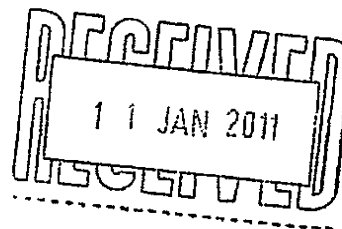
~~Director~~ Lorie Khana

Position:

Director

Date:

7-1-2011



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: ERWIN ROUSLIE
MO'S MOBILES
UNIT 85
18-26 CHURCH AVE
MASCOT NSW 2020

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

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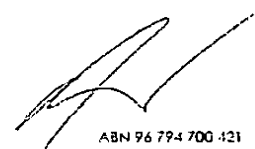
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Our Ref MM10084


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Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au

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15 December 2010

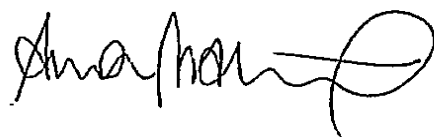
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Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

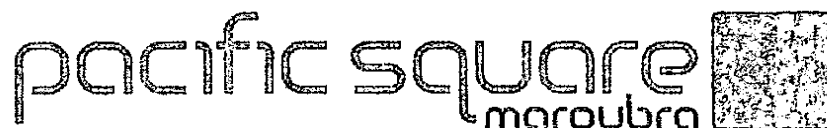
ERWIN ROUSLIE

Position:

DEALER PRINCIPAL

Date:

09/01/2011



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: WENDY AGOSTINO
FRESHWORLD MAROUBRA
30 FOX VALLEY RD
DENHAM COURT NSW 2565

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

The purpose of this letter is to give you information about the proposed subdivision and to obtain your consent to the registration of the subdivision and management documents which relate to this proposal.

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Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au



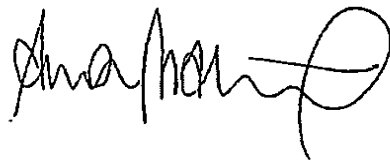
119 120 of 189 Page 121

15 December 2010

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Yours sincerely



Aaron Malouf
Asset Manager

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Signed:

H. Agostino

Print Name:

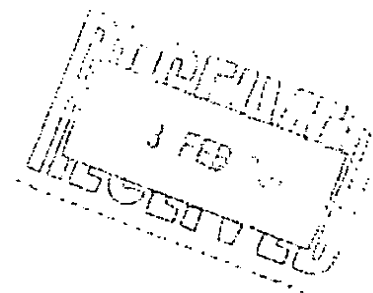
HENDY AGOSTINO

Position:

DIRECTOR.

Date:

28/3/11.



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: KEVIN CHANG AND SUSAN KIM
GLAMABAGS
10 FULLER AVE
HORNSBY NSW 2077

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

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www.pacificsquare.com.au



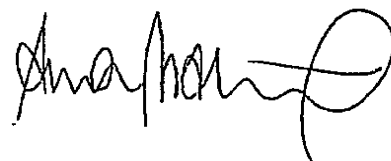
122 122 of 189 Page 123

15 December 2010

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Aaron Malouf
Asset Manager

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Signed: Channy
Print Name: KBVLN CHAN'G
Position: DIRECTOR
Date: 03/02/2011



15 December 2010

Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011

ATTENTION: JOYCE ZOU
YUM NUTS
3 RIVERSDALE AVENUE
CONNELLS POINT NSW 2221

Dear Sir/Madam

Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents

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Telephone: 02 9395 4242
www.pacificsquare.com.au

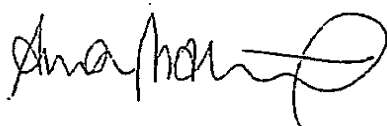
123 124 of 189 Page 125

15 December 2010

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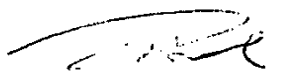
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Aaron Malouf
Asset Manager

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Signed:



Print Name:

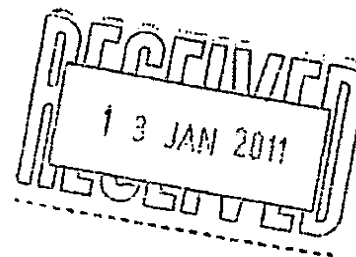
Li Zou

Position:

owner of Yumnauts

Date:

6/02/2011



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: ALEX LEE
ALTERATIONS TODAY
21/57-61 BAY ST
ROCKDALE NSW 2216

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

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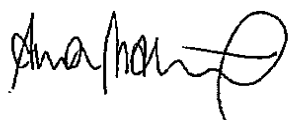
+25 126 of 189 Page 127

15 December 2010

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Yours sincerely



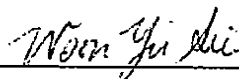
Aaron Malouf
Asset Manager

Direct line: 9344 5444

Email: aaron.malouf@pacificsquare.com.au

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Signed:



Print Name:

WOON YI SIU LEE

Position:

PROPRIETOR, ALTERATIONS TODAY

Date:

13-01-2011



✓03

15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: PETER VERGOTIS
JUST CUTS
PO BOX 310
BLACKHEATH NSW 2785

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

The purpose of this letter is to give you information about the proposed subdivision and to obtain your consent to the registration of the subdivision and management documents which relate to this proposal.

2 Subdivision and management documents

Annexure "A" is a copy of the stratum plan which subdivides Main Retail into the two stratum lots referred to immediately above;

Annexure "B" is a copy of the "section 88B Easement" instrument which accompanies the stratum plan referred to in paragraph (a) above. This instrument creates easements related to the use and operation of Maroubra Road Mezzanine; and

Annexure "C" is a copy of the "Amendments to the Strata Management Statement" which amends the Strata Management Statement to accommodate the creation of the new stratum lot, Maroubra Road Mezzanine.

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Your Lease contains a number of disclosures regarding any future subdivision, titling and management arrangements for Pacific Square.

Our Ref MM10084

ABN 96 794 700 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au



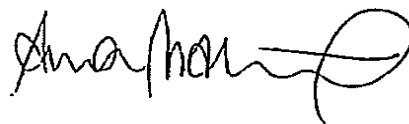
+27 128 4189 Page 129

15 December 2010

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Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed: 

Print Name: Peter Veragdis

Position: Unit C's Shop owner

Date: 4/5/11



10 JAN 2011

15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: PAUL DAVIES
AUSTRALIA POST C/- COLLIERS IN
GPO BOX 4575
MELBOURNE VIC 3001

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
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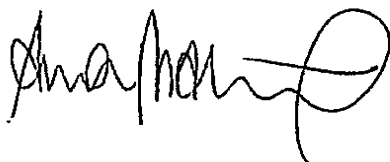
229 130 01189 Page 131

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Yours sincerely



Aaron Malouf
Asset Manager
Direct line: 9344 5444
Email: aaron.malouf@pacificsquare.com.au

David Boyer.
davidb@cartiergroup.com.au

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

STEVEN BELL

Position:

NORTHERN REAL ESTATE MANAGER

Date:

29 MARCH 2011.

15 December 2010

Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011

ATTENTION: PETER SCARF
DOUBLE BAY CLOTHING WAREHOUSE
10-12 BIRMINGHAM ST
ALEXANDRIA NSW 2015

Dear Sir/Madam

Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents

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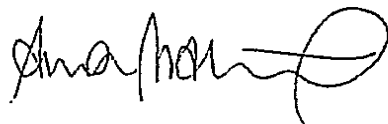
+31 4320189 Page 133

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Yours sincerely



Aaron Malouf
Asset Manager

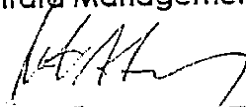
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Signed:

Print Name:

Position:

Date:


Peter Alexander
PINE CO2
4.2.11



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

**ATTENTION: MICHELLE HUANG
SUSHI WORLD
1/7 MEADOW WAY
BANKSMEADOW NSW 2019**

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

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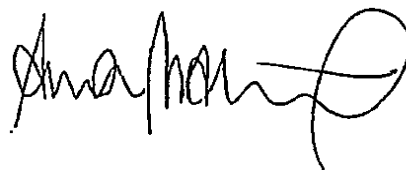
133 134 of 189 Page 135

15 December 2010

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Yours sincerely



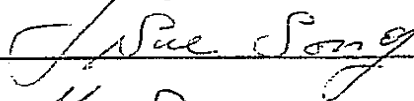
Aaron Malouf
Asset Manager

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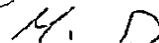
Signed:



Print Name:

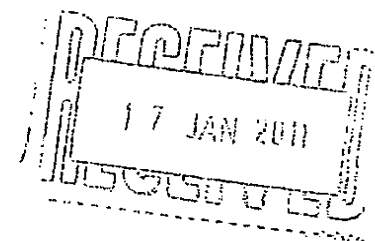


Position:



Date:





15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: BRENDAN TAYLOR
TAYLOR SHOES
PO BOX 1174
MAROUBRA NSW 2035

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

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Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
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www.pacificsquare.com.au



+35 13601189 Page 137

15 December 2010

Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011

ATTENTION: VICKAS BEDI
THE COFFEE CLUB
SHOP 49 PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA NSW 2035

Dear Sir/Madam

Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents

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136 137 of 189 page 138

15 December 2010

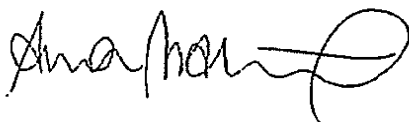
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Aaron Malouf
Asset Manager

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Signed:

Print Name:

Position:

Date:



VIKAS BEDI

FRANCOISE

9/2/11



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

**ATTENTION: JOHANNES SATYA GRAHA
NANDO'S MAROUBRA
7 CLIFTON WAY
ENDEAVOUR HILLS VIC 3802**

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

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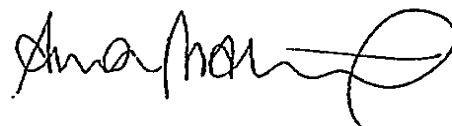


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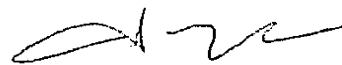
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Aaron Malouf
Asset Manager

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Signed:



Print Name:

Johannes Satya Lurah

Position:

Franchisee

Date:

31/11



15 December 2010

Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011

ATTENTION: HEIDI TRINH
G-PHO
198 SOUTH TERRACE
BANKSTOWN NSW 2200

Dear Sir/Madam

Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents

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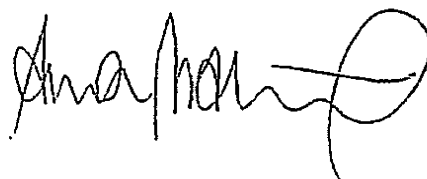
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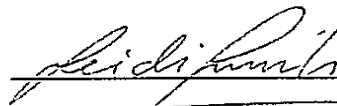
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Asset Manager

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Signed:



Print Name:

HEIDI TRINH

Position:

OWNER

Date:

6/4/2011



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
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ATTENTION: VIVIAN SONG
TAIJI NATURAL HEALING CENTRE
SHOP 50B PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA NSW 2035

Dear Sir/Madam

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442 14301189 Page 144

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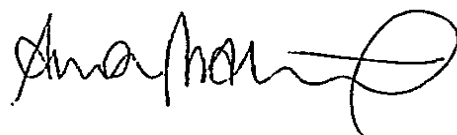
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Aaron Malouf
Asset Manager

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Signed:



Print Name:

Guoyuan Song

Position:

Director

Date:

12/02/2011

~~Page 2~~

113 1140189 Page 145



15 December 2010

Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011

ATTENTION: ANGELLO HATZIS
MARRANELLO'S WOODFIRED PIZZA
SHOP 51 PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA NSW 2035

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1450/189 Page 146

15 December 2010

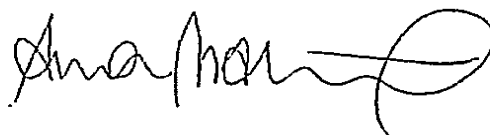
3 Consent to subdivision and management documents

Your Lease contains a number of disclosures regarding any future subdivision, titling and management arrangements for Pacific Square.

For example, clauses 15.13 and 22 of your Lease generally contemplate subdivisions of a kind that is being proposed. In such a case, the lease contains provisions concerning your consent to, and signing of, all documents necessary to enable the Lessor to register any subdivision and management documents.

The enclosed subdivision and management documents do not vary your rights under your lease to an extent that is material. Accordingly, we seek your consent to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra. We request that you sign this letter and return it to our offices by no later than January 28, 2011. We note that a copy of this letter and attachments is enclosed for your personal records.

Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed: Angelo Hatzis
Print Name: ANGELO HATZIS
Position: MARANELLOS RESTAURANT
Date: 1/04/11

Attention: Tanya



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: JENNIFER COLLIER
EB GAMES
59 BANCROFT ROAD
PINKENBA QLD 4008

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

The purpose of this letter is to give you information about the proposed subdivision and to obtain your consent to the registration of the subdivision and management documents which relate to this proposal.

2 Subdivision and management documents

Annexure "A" is a copy of the stratum plan which subdivides Main Retail into the two stratum lots referred to immediately above;

Annexure "B" is a copy of the "section 88B Easement" instrument which accompanies the stratum plan referred to in paragraph (a) above. This instrument creates easements related to the use and operation of Maroubra Road Mezzanine; and

Annexure "C" is a copy of the "Amendments to the Strata Management Statement" which amends the Strata Management Statement to accommodate the creation of the new stratum lot, Maroubra Road Mezzanine.

3 Consent to subdivision and management documents

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Our Ref MM10084

ABN 96 794 700 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au



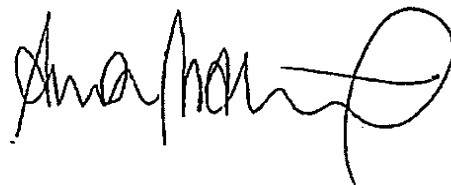
446 1470189 Page 148

15 December 2010

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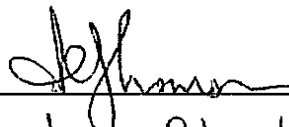
Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

Andrew Charles Thomson

Position:

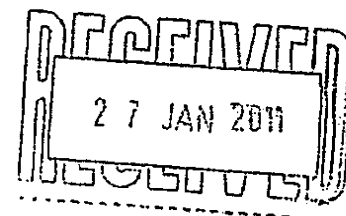
Company Secretary

Date:

23/2/11

~~Page 2~~

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15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: MR YUAN HAN
EASYWAY MAROUBRA
1506/2A HELP STREET
CHATSWOOD NSW 2067

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

The purpose of this letter is to give you information about the proposed subdivision and to obtain your consent to the registration of the subdivision and management documents which relate to this proposal.

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Our Ref MM10084

ABN 196 794 700 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au



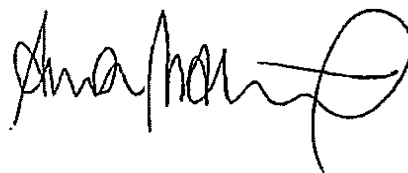
148 149 148 Page 150

15 December 2010

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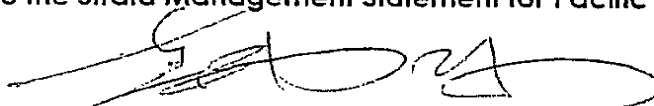
Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

YLIAN HAN

Position:

Shop owner

Date:

26/01/2011



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: JOHN HARRIS
ALDI MAROUBRA
LOCKED BAG 7055
LIVERPOOL NSW 1871

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

The purpose of this letter is to give you information about the proposed subdivision and to obtain your consent to the registration of the subdivision and management documents which relate to this proposal.

2 Subdivision and management documents

Annexure "A" is a copy of the stratum plan which subdivides Main Retail into the two stratum lots referred to immediately above;

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3 Consent to subdivision and management documents

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Our Ref MM10084

AB1196 794 700 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au



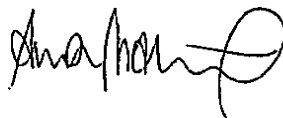
+50 +51 01189 Page 152

15 December 2010

For example, clauses 15.13 and ²¹22 of your Lease generally contemplate subdivisions of a kind that is being proposed. In such a case, the lease contains provisions concerning your consent to, and signing of, all documents necessary to enable the Lessor to register any subdivision and management documents. 

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Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed: 

Print Name: David Zalunardo

Position: Managing Director

Date: 29 January 2011



15 December 2010

**Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011**

ATTENTION: JOE INGRATI
JAI MARTIAL ARTS
LEVEL 1 SK02 PACIFIC SQUARE
140 MAROUBRA ROAD
MAROUBRA NSW 2035

Dear Sir/Madam

**Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents**

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

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Our Ref MM10084

ABN 196 794 700 421
Centre Management Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9344 5444 Facsimile: 9349 7456
www.pacificsquare.com.au



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15 December 2010

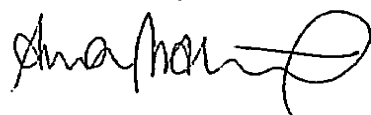
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Yours sincerely



Aaron Malouf
Asset Manager

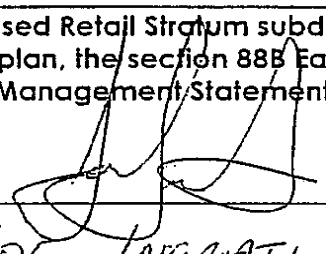
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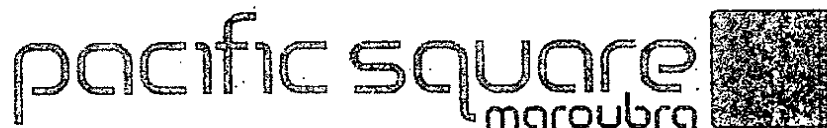
Signed: _____

Print Name: _____

Position: _____

Date: _____


JOE INGRATTI
DIRECTOR (JAI MAROUBRA APTS P/L)
14/2/2011



15 December 2010

Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011

ATTENTION: HELEN NGUYEN
PEARL NAILS
SHOP 43 PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA NSW 2035

Dear Sir/Madam

Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

The purpose of this letter is to give you information about the proposed subdivision and to obtain your consent to the registration of the subdivision and management documents which relate to this proposal.

2 Subdivision and management documents

Annexure "A" is a copy of the stratum plan which subdivides Main Retail into the two stratum lots referred to immediately above;

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Annexure "C" is a copy of the "Amendments to the Strata Management Statement" which amends the Strata Management Statement to accommodate the creation of the new stratum lot, Maroubra Road Mezzanine.

Our Ref MM10084

ABN 42 796 700 421
Central Government Office
Mezzanine Level 737, Anzac Parade, Maroubra NSW 2035
Telephone 02 9344 5500 Fax 02 9344 5500
www.pacificsquaremaroubra.com.au

154 1554189 Page 156

15 December 2010

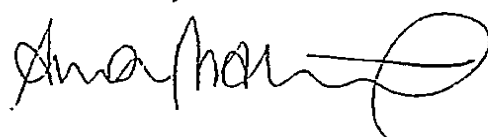
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Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

THI TIEN VU

Position:

43 PEARL NEIL - OWNER

Date:

14.2.11



✓p6

15 December 2010

Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011

ATTENTION: GUI YU HUANG, WAI KEE WONG
HOT DOLLAR
SHOP 40, PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA NSW 2035

Dear Sir/Madam

Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

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Annexure "C" is a copy of the "Amendments to the Strata Management Statement" which amends the Strata Management Statement to accommodate the creation of the new stratum lot, Maroubra Road Mezzanine.

Our Ref MM10084

ABN 94 294 709 210
Central Sydney Regional Office
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9334 3333 Fax: 9334 3333
www.pacificsquare.com.au

+56 15704189 Page 158

15 December 2010

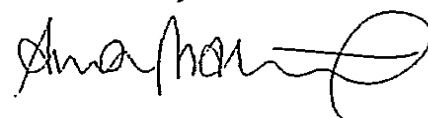
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Yours sincerely



Aaron Malouf
Asset Manager

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Signed: Grace
Print Name: Grace Guo
Position: shop manager
Date: 28/2/2011



15 December 2010

Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011

ATTENTION: MR MICHAEL McLAUGHLIN
LEADING EDGE VIDEO
SHOP 34/35 PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA NSW 2032

Dear Sir/Madam

Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents

1 Proposed stratum subdivision of Main Retail

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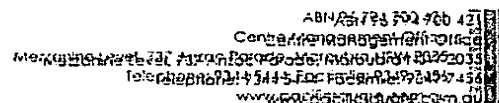
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Our Ref MM10084



15 December 2010

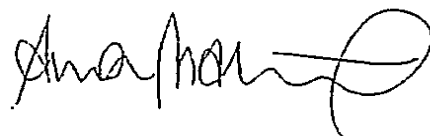
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Aaron Malouf
Asset Manager

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Signed:

M. McLaughlin

Print Name:

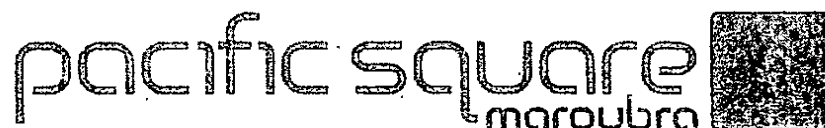
MICHAEL McLAUGHLIN

Position:

LESSEE

Date:

14-2-11



15 December 2010

Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011

ATTENTION: MR VISHNU KANT
MR QUICK
3 JOHN STREET
WATERLOO NSW 2017

Dear Sir/Madam

Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents

1 Proposed stratum subdivision of Main Retail

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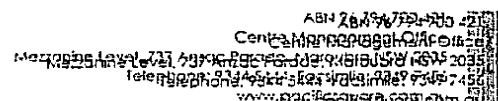
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Your Lease contains a number of disclosures regarding any future subdivision, titling and management arrangements for Pacific Square.

Our Ref MM10084

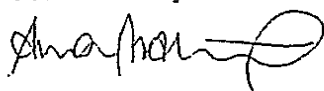


15 December 2010

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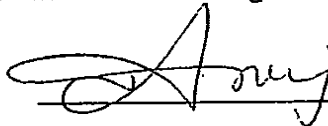
Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

ANUJ KULSHRESTHA

Position:

~~ANUJ~~ O. LEASE

Date:

14/2/11



15 December 2010

Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011

ATTENTION: GAVIN J DU & CINDY C JIA
CTC TOBACCO AND GIFTS
SHOP 30 PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA NSW 2035

Dear Sir/Madam

Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

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Annexure "C" is a copy of the "Amendments to the Strata Management Statement" which amends the Strata Management Statement to accommodate the creation of the new stratum lot, Maroubra Road Mezzanine.

Our Ref MM10084

ASB 26,791,750,400
ASB 26,791,750,400
Contact: Monique O'Brien
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035
Telephone: 9337 5111
www.pacificsquare.com.au

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15 December 2010

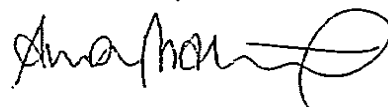
3 Consent to subdivision and management documents

Your Lease contains a number of disclosures regarding any future subdivision, titling and management arrangements for Pacific Square.

For example, clauses 15.13 and 22 of your Lease generally contemplate subdivisions of a kind that is being proposed. In such a case, the lease contains provisions concerning your consent to, and signing of, all documents necessary to enable the Lessor to register any subdivision and management documents.

The enclosed subdivision and management documents do not vary your rights under your lease to an extent that is material. Accordingly, we seek your consent to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra. We request that you sign this letter and return it to our offices by no later than January 28, 2011. We note that a copy of this letter and attachments is enclosed for your personal records.

Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

CINDY C JIA

Position:

Owner

Date:

14.02.2011

~~Page 2~~



15 December 2010

Please return this copy of the letter signed at the bottom of Page 2
NO LATER THAN 28 JANUARY 2011

ATTENTION: VIVIAN SONG
TAIJI NATURAL HEALING CENTRE
SHOP 50B PACIFIC SQUARE
737 ANZAC PARADE
MAROUBRA NSW 2035

Dear Sir/Madam

Pacific Square Maroubra, 719 - 753 Anzac Parade, Maroubra
Consent to registration of plan of subdivision and management documents

1 Proposed stratum subdivision of Main Retail

As you may be aware, it is proposed to subdivide the lot known as "Main Retail" into two lots and by doing so create a new lot to be known as "Maroubra Road Mezzanine".

The purpose of this letter is to give you information about the proposed subdivision and to obtain your consent to the registration of the subdivision and management documents which relate to this proposal.

2 Subdivision and management documents

Annexure "A" is a copy of the stratum plan which subdivides Main Retail into the two stratum lots referred to immediately above;

Annexure "B" is a copy of the "section 88B Easement" instrument which accompanies the stratum plan referred to in paragraph (a) above. This instrument creates easements related to the use and operation of Maroubra Road Mezzanine; and

Annexure "C" is a copy of the "Amendments to the Strata Management Statement" which amends the Strata Management Statement to accommodate the creation of the new stratum lot, Maroubra Road Mezzanine.

Our Ref MM10084

AS/NZS 4360:2004
Certified true and correct copy of the original document
New South Wales Government Information Services
Tel: 131 22 22 22 or 131 22 22 22
www.nsw.gov.au

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15 December 2010

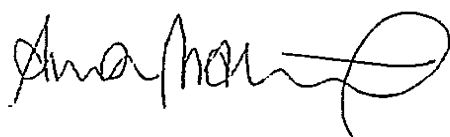
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The enclosed subdivision and management documents do not vary your rights under your lease to an extent that is material. Accordingly, we seek your consent to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra. We request that you sign this letter and return it to our offices by no later than January 28, 2011. We note that a copy of this letter and attachments is enclosed for your personal records.

Yours sincerely



Aaron Malouf
Asset Manager

I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:



Print Name:

Position:

Date:



Professional Strata Management Services

PO Box H181 Australia Square NSW 1215
 Level 3, 111 Devonshire Street SURRY HILLS NSW 2010
 ph (02) 9319 1899 fax (02) 9319 1866
 email info@strataplus.com.au
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MINUTES OF BUILDING MANAGEMENT COMMITTEE MEETING

The Owners – Deposited Plan No. 1071735

Pacific Square

717 Anzac Parade, Maroubra

DATE, PLACE AND TIME

The meeting was held on Tuesday, 29 March 2011

In the Building Manager's Office, Level 1, 717 Anzac Parade, Maroubra

The meeting commenced at 4.34 pm

PRESENT:	M Bramley	Lot 3
	S Vermey (via Email)	Lot 9
	D Boyer (via phone)	Lots 11-15
APOLOGIES:	M Adams	Lot 6
IN ATTENDANCE:	R Sharpe	Excel Building Management
	O Aboulahaf	Excel Building Management
	L Derwent	Strata Plus Pty Limited
CHAIRPERSON:	Luke Derwent	

MINUTES

MOTION 1	CONSENT TO SHORT NOTICE	RESOLVED that the committee consent to the short notice of the building management committee meeting.
MOTION 2	MINUTES	RESOLVED that the minutes of the last meeting of the building management committee held on 14 December 2010 be confirmed as a true record and account of the proceedings at that meeting.
MOTION 3	AMENDMENT TO STRATA MANAGEMENT STATEMENT <i>Unanimous Resolution</i>	<p>1.1 Approval of amendment</p> <p>UNANIMOUSLY RESOLVED that according to clause 40.4(a) ("Matters to be decided by Unanimous Resolution") of the Strata Management Statement, the Committee amend the Strata Management Statement in or to the effect of the amendments set out in the Request form marked Exhibit A and tabled at the meeting ("Request Form").</p> <p>1.2 Execution and registration</p> <p>UNANIMOUSLY RESOLVED That the Committee:</p> <p>(a) consent to Mallesons Stephen Jaques signing on its behalf the Request Form to amend the Strata Management Statement according to motion 1.;</p> <p>(b) consent to the executed Request Form being lodged for registration at Land & Property Information (NSW); and</p>

+66 167 4189 Page 168



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Strata Schemes Management Act 1996(NSW)
MINUTES OF AN EXTRAORDINARY GENERAL MEETING

The Owners – Strata Plan No. 79763
Axis Apartments
747 Anzac Parade, Maroubra

DATE, PLACE AND TIME

The meeting was held on Wednesday, 2 March 2011
Building Manager's Office, Level 1, 717 Anzac Parade, Maroubra
The meeting was scheduled to commence at 6.30 pm

PRESENT:

G Rossiter	Lot 59
M Movsessian	Lot 61
J Tirado	Lot 79
C Davison	Lot 80
M & I Kamensky	Lot 96
S Alim	Lot 101
M Love	Lot 116

PRESENT BY PROXY: A Kavadas (Lot 1) proxy to Luke Derwent

IN ATTENDANCE:

V Movsessian	Lot 61
R Sharpe	Excel Building Management
L Derwent	Strata Plus Pty Limited

CHAIRPERSON: Luke Derwent

There being no quorum the meeting was adjourned.

MINUTES OF THE RECONVENED EXTRAORDINARY GENERAL MEETING

The meeting was held on Monday, 14 March 2011
In the Building Manager's Office, Level 1, 717 Anzac Parade, Maroubra
The meeting commenced at 6.30 pm

PRESENT:

G Rossiter	Lot 59
J Tirado	Lot 79
S Vermey	Lot 99

PRESENT BY PROXY: A Kavadas (Lot 1) proxy to Luke Derwent

IN ATTENDANCE:

R Sharpe	Excel Building Management
L Derwent	Strata Plus Pty Limited

CHAIRPERSON: Luke Derwent

Those present determined that Luke Derwent chair the meeting.

MINUTES

MOTION 1	MINUTES	RESOLVED that the minutes of the previous general meeting held 29 April 2010 be confirmed a true record of the proceedings at that meeting
MOTION 2	AMENDMENT TO STRATA MANAGEMENT STATEMENT <i>Special Resolution</i>	<p>2.1 Approval of amendment SPECIALLY RESOLVED that according to section 28U of the Development Act and clause 40.4(a) ("Matters to be decided by Unanimous Resolution") of the Strata Management Statement, the Owners Corporation specially resolves to amend the Strata Management Statement in or to the effect of the amendments set out in the Request form marked Exhibit A and tabled at the meeting ("Request Form").</p> <p>2.2 Execution and registration SPECIALLY RESOLVED that the Owners Corporation:</p> <ul style="list-style-type: none"> (a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 2.1; (b) direct the representative to the Building Management Committee to vote in favour of a resolution of the Building Management Committee to approve the amendments to the Strata Management Statement according to motion 2.1 in the form of the Request Form; (c) consent to the executed Request Form being lodged for registration at Land & Property Information (NSW); and (d) take all necessary steps to effect registration with Land & Property Information (NSW) of the Request Form (including, by producing the common property certificate of title and attending to any requisitions that may be issued).
MOTION 3	STRATUM SUBDIVISION OF LOT 11	<p>RESOLVED that the Owners Corporation in accordance with section 24.2 of the Strata Management Statement for Pacific Square consent to:</p> <ul style="list-style-type: none"> (a) the stratum subdivision of Lot 11 (Main Retail) for the creation of Lot 16 (Maroubra Road Mezzanine) and Lot 17 (Main Retail) (b) consent to the plan of stratum subdivision set out with request form marked Exhibit C and tabled at the meeting; (c) authorise the Strata Managing Agent to affix its common seal to the Request Form to approve the plan of stratum subdivision according to the motion in paragraph 4(b); and (d) consent to the lodgement for registration at Land and Property Information (NSW) the executed plan of stratum subdivision.
CLOSURE		There being no further business the chairperson declared the meeting closed at 6.41 pm.



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Strata Schemes Management Act 1996 (NSW)

MINUTES OF AN EXECUTIVE COMMITTEE MEETING

The Owners – Strata Plan No. 79763
Axis Apartments
 747 Anzac Parade, Maroubra

DATE, PLACE AND TIME

The meeting was held immediately following the Annual General Meeting on
 Monday, 14 March 2011 and commenced at 6.50 pm

PRESENT: G Rossiter Lot 59
 S Vermey Lot 99
 S Alim Lot 101

IN ATTENDANCE: J Tirado Lot 79
 R Sharpe Excel Building Management
 L Derwent Strata Plus Pty Limited

CHAIRPERSON: Luke Derwent

MINUTES

MOTION 1	MINUTES	RESOLVED that the minutes of the previous executive committee meeting held 2 March 2011 be confirmed as a true record of the proceedings at that meeting. It was NOTED that the strata managing agent is to chase the quote for a structural engineer to inspect and report on the <i>Fitness First</i> matter.
MOTION 2	FINANCIAL STATEMENTS	RESOLVED that the financial statements as presented by Strata Plus Pty Ltd for the period ending 28 February 2011 be accepted. It was NOTED that the strata managing agent is to invest an additional \$10 with the Term Deposits for 6 months.
MOTION 3	DRAFT BUDGETS	(a) RESOLVED that the draft budget for the Administration Fund be considered and any amendments advised. (b) RESOLVED that the draft budget for the Sinking Fund be considered and any amendments advised. It was NOTED that the strata managing agent is finalise the draft budgets and email to executive committee members.
MOTION 4	BY-LAW COMPLIANCE	RESOLVED that the following matters of non-compliance with the by-laws be considered and instructions issued: <ul style="list-style-type: none"> The strata managing agent is to write to the residents of Unit 215 (Lot 15) regarding keeping a dog without consent.

MOTION 5	BUILDING DEFECTS	<p>a) RESOLVED that the advice be received and considered from the building consultant with respect to their recommendation as to when to obtain a defects report.</p> <p>b) That the quotations be received to carry out a defects report and a quotation be accepted.</p> <p style="text-align: right;">MOTION DEFERRED</p> <p>It was NOTED that a motion is to be included in the AGM agenda to consider the quotations</p> <p>c) That the strata managing agent be instructed to engage the services of the approved contractor.</p> <p style="text-align: right;">MOTION DEFERRED</p>
MOTION 6	BUILDING MANAGER'S REPORT	RESOLVED that the building manager's report be received as tabled at the meeting.
MOTION 7	NEXT MEETING	RESOLVED that the next annual general meeting be held at 6.30pm on Wednesday, 20 April 2011 in the Building Manager's Office, Level 1, 717 Anzac Parade, Maroubra.
CLOSURE		There being no further business the chairperson declared the meeting closed at 7.36 pm.

Professional Strata Management Services



Proposed Budget to apply from 01/03/2011

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The Owners - Strata Plan No. 79763

Axis Apartments, 747 Anzac Parade, MAROUBRA
NSW 2035

Administrative Fund

	Proposed budget	Actual 01/03/2010-28/02/2011	Previous budget
Revenue			
Certificate of Currency Fees	0.00	75.00	0.00
Interest on Arrears-Admin	0.00	1,070.82	0.00
Interest-Bank	0.00	776.14	0.00
Key Purchases	0.00	454.53	0.00
Levies Due-Admin	347,620.00	337,494.22	337,493.87
Recovery-Legal Fees	0.00	501.50	0.00
Status Certificate Fees - s109 - s26	0.00	554.00	0.00
Strata Roll Inspection Fees - s119	0.00	194.36	0.00
Total revenue	347,620.00	341,120.57	337,493.87
Less expenses			
Admin - Agent Disburst - Archiving	120.00	140.00	0.00
Admin-Accounting / BAS	1,009.00	924.00	1,009.00
Admin-Agent Disburst-Faxes	20.00	8.00	20.00
Admin-Agent Disburst-Levy Notices	1,040.00	1,040.00	1,040.00
Admin-Agent Disburst-Mobiles/Long distance calls	50.00	12.36	50.00
Admin-Agent Disburst-Other	0.00	75.00	0.00
Admin-Agent Disburst-Payment to creditor	320.00	375.00	240.00
Admin-Agent Disburst-Photocopying	2,000.00	2,518.37	1,700.00
Admin-Agent Disburst-Postage	500.00	1,006.23	250.00
Admin-Agent Disburst-Sched B fees-Compliance	0.00	15.14	0.00
Admin-Auditors-Audit Services	670.00	650.00	670.00
Admin-Bank Charges-With GST	200.00	88.50	200.00
Admin-Consultants	0.00	66.36	0.00
Admin-Legal fees	0.00	501.50	0.00
Admin-Levy Contribution-Building Mgmt Comm	151,000.00	145,059.78	137,400.00
Admin-Management Fees-Schedule B	1,600.00	1,958.18	1,500.00
Admin-Management Fees-Standard	15,940.00	15,399.90	15,400.00
Admin-Occ Health & Safety Report	1,200.00	1,189.09	1,300.00
Admin-Telephone Charges	980.00	1,162.36	1,200.00
Building Manager	31,330.00	30,485.00	30,300.00
Maint Bldg-Cleaning	62,400.00	60,602.50	60,500.00
Maint Bldg-Cleaning-Air freshening	270.00	272.73	200.00
Maint Bldg-Cleaning-Carpet/Furniture	800.00	415.00	1,000.00
Maint Bldg-Cleaning-Materials	500.00	0.00	500.00
Maint Bldg-Cleaning-Windows/Glass	9,880.00	9,620.00	9,880.00
Maint Bldg-Doors & Windows	0.00	60.00	0.00
Maint Bldg-Electrical	0.00	110.00	500.00

The Owners - Strata Plan No. 79763

Axis Apartments, 747 Anzac Parade, MAROUBRA
 NSW 2035

Administrative Fund

	Proposed budget	Actual 01/03/2010-28/02/2011	Previous budget
Maint Bldg--Electrical / Light Globes	650.00	3,212.02	650.00
Maint Bldg--Fire Protection--Non Routine	0.00	(517.05)	0.00
Maint Bldg--Furniture & Fittings	0.00	81.82	0.00
Maint Bldg--Garbage Chute	600.00	1,200.00	600.00
Maint Bldg--General Repairs	1,500.00	0.00	1,500.00
Maint Bldg--Hot Water Service	800.00	0.00	800.00
Maint Bldg--Intercom	0.00	1,174.65	0.00
Maint Bldg--Lift--Maintenance Contract	11,500.00	14,740.06	11,500.00
Maint Bldg--Lift--Non Routine	0.00	200.00	0.00
Maint Bldg--Lift--Registration Fees	130.00	132.00	130.00
Maint Bldg--Locks, Keys & Card Keys	0.00	386.84	0.00
Maint Bldg--Pest/Vermin Control	600.00	750.00	600.00
Maint Bldg--Plumbing	0.00	1,740.00	0.00
Maint Bldg--Pumps - Routine	250.00	405.00	250.00
Maint Bldg--Waste Equipment--Contract	500.00	160.00	500.00
Maint Bldg--Mechanical Ventilation Routine	1,800.00	1,224.00	1,800.00
Reimbursable s109-s26	0.00	554.00	0.00
Reimbursable s119	0.00	194.36	0.00
Utility--Electricity	25,000.00	13,587.01	36,050.00
Utility--Water & Sewerage	29,500.00	28,619.65	25,000.00
Total expenses	354,659.00	341,599.36	344,239.00
Surplus/Deficit	(7,039.00)	(478.79)	(6,745.13)
Opening balance	8,941.34	9,420.13	9,420.13
Closing balance	\$1,902.34	\$8,941.34	\$2,675.00
 Total units of entitlement	 10000		 10000
Levy contribution per unit entitlement	\$38.24		\$37.12
 Budgeted standard levy revenue	 347,620.00		 337,493.87
Add GST	34,762.00		33,749.39
Amount to raise in levies including GST	\$382,382.00		\$371,243.26

The Owners - Strata Plan No. 79763

Axis Apartments, 747 Anzac Parade, MAROUBRA
NSW 2035

Sinking Fund

	Proposed budget	Actual 01/03/2010-28/02/2011	Previous budget
Revenue			
Interest on Arrears--Sinking	0.00	118.19	0.00
Interest on Investments--Sinking	4,500.00	3,079.63	2,000.00
Levies Due--Sinking	67,185.00	47,181.82	47,181.82
Total revenue	71,685.00	50,379.64	49,181.82
Less expenses			
Income Tax--Sinking	1,350.00	222.80	660.00
Maint Bldg - Building maintenance	5,000.00	6,649.00	3,000.00
Maint Bldg - Signs & Notice Boards	0.00	182.73	0.00
Maint Bldg--Consultants	0.00	450.00	0.00
Maint Bldg--Doors & Windows	0.00	3,133.18	0.00
Maint Bldg--Electrical	1,200.00	3,775.00	1,500.00
Maint Bldg--Intercom	0.00	120.00	0.00
Maint Bldg--Locks, Keys & Cards	0.00	114.77	0.00
Maint Bldg--Plumbing & Drainage	0.00	1,420.00	0.00
Sinking - tax agent exps	0.00	120.00	0.00
Total expenses	7,550.00	16,187.48	5,160.00
Surplus/Deficit	64,135.00	34,192.16	44,021.82
Opening balance	85,432.62	51,240.46	51,240.46
Closing balance	\$149,567.62	\$85,432.62	\$95,262.28
Total units of entitlement	10000		10000
Levy contribution per unit entitlement	\$7.39		\$5.19
Budgeted standard levy revenue	67,185.00		47,181.82
Add GST	6,718.50		4,718.18
Amount to raise in levies including GST	\$73,903.50		\$51,900.00



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Strata Schemes Management Act 1996(NSW)

MINUTES OF AN EXTRAORDINARY GENERAL MEETING

The Owners – Strata Plan No. 81311
Botanica
 140 Maroubra Road, Maroubra

DATE, PLACE AND TIME

The meeting was held on Tuesday, 15 February 2011

In the Building Manager's Office
 Level 1, 717 Anzac Parade, Maroubra

The meeting commenced at 6.04 pm

PRESENT:

D Boyer	Lot 11, 13, 14, 15, 16, 20, 21, 22, 23, 24, 27, 28, 31, 40, 50, 57, 59, 61, 67, 69, 80, 88, 89, 92, 96, 128, 136, 137, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152 and 154
P Solomon	Lot 12
I Wicaksono	Lot 30
J McTaggart	Lot 53
S Balasubramaniam	Lot 55
S Wolkstein	Lot 72
L Dunn	Lot 81

IN ATTENDANCE:

M Ornatowski	Excel Building Management
J Cotorceanu	Excel Building Management
L Derwent	Strata Plus Pty Limited

CHAIRPERSON: Luke Derwent

MINUTES

MOTION 1	MINUTES	RESOLVED that the minutes of the previous general meeting held 22 September 2010 be confirmed a true record of the proceedings at that meeting
MOTION 2	AMENDMENT TO STRATA MANAGEMENT STATEMENT <i>Special resolution</i>	2.1 Approval of amendment SPECIALLY RESOLVED that according to section 28U of the Development Act and clause 40.4(a) ("Matters to be decided by Unanimous Resolution") of the Strata Management Statement, the Owners Corporation amend the Strata Management Statement in or to the effect of the amendments set out in the Request form marked Exhibit A and tabled at the meeting ("Request Form").

		<p>2.2 Execution and registration</p> <p>SPECIALLY RESOLVED that the Owners Corporation:</p> <ul style="list-style-type: none"> (a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 2.1; (b) direct the representative to the Building Management Committee to vote in favour of a resolution of the Building Management Committee to approve the amendments to the Strata Management Statement according to motion 2.1 in the form of the Request Form; (c) consent to the executed Request Form being lodged for registration at Land & Property Information (NSW); and <p>take all necessary steps to effect registration with Land & Property Information (NSW) of the Request Form (including, by producing the common property certificate of title and attending to any requisitions that may be issued).</p>
MOTION 3	SURRENDER OF EASEMENT <i>Special resolution.</i>	<p>SPECIALLY RESOLVED that, according to section 26(1) of the Strata Schemes (Freehold Development) Act 1973, the Owners Corporation:</p> <ul style="list-style-type: none"> (a) consent to the creation of an easement burdening the common property; and (b) sign and affix its common seal to a creation of easement form; and (c) consent to the lodgement for registration at Land and Property Information (NSW) the executed creation of easement form; and (d) lodge at the Land and Property Information (NSW) the certificate of title for common property to enable registration of the creation of easement form; and (e) provide such other certificates as may be necessary (as to the expiry of the initial period and certifying that the resolution to execute the dealing with a special resolution), responses to requisitions and other documents necessary or desirable to create the easement.
MOTION 4	STRATUM SUBDIVISION OF LOT 11	<p>RESOLVED that the Owners Corporation in accordance with section 24.2 of the Strata Management Statement for Pacific Square consent to:</p> <ul style="list-style-type: none"> (a) the stratum subdivision of Lot 11 (Main Retail) for the creation of Lot 16 (Maroubra Road Mezzanine) and Lot 17 (Main Retail) (b) consent to the plan of stratum subdivision set out with request form marked Exhibit C and tabled at the meeting; (c) authorise the Strata Managing Agent to affix its common seal to the Request Form to approve the plan of stratum subdivision according to the motion in paragraph 4(b); and (d) consent to the lodgement for registration at Land and Property Information (NSW) the executed plan of stratum subdivision.
CLOSURE		<p>There being no further business the chairperson declared the meeting closed at 6.13 pm.</p>



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Strata Schemes Management Act 1996 (NSW)

MINUTES OF AN EXECUTIVE COMMITTEE MEETING

The Owners – Strata Plan No. 81311

Botanica

140 Maroubra Road, Maroubra

DATE, PLACE AND TIME

The meeting was held immediately following the Extraordinary General Meeting on
 Tuesday, 15 February 2011.

PRESENT: D Boyer Lot 11
 L Dunn Lot 81

PRESENT BY ACTING MEMBER: L Dunn acting for A Hearn (Lot 132)

IN ATTENDANCE: P Solomon Lot 12
 I Wicaksono Lot 30
 A Kavadas Lot 45
 S Balasubramaniam Lot 55
 M Ornatowski Excel Building Management
 J Cotorceanu Excel Building Management
 L Derwent Strata Plus Pty Limited

CHAIRPERSON: Luke Derwent

MINUTES

MOTION 1	MINUTES	RESOLVED that the minutes of the previous executive committee meeting held 14 December 2010 be confirmed as a true record of the proceedings at that meeting.
MOTION 2	FINANCIAL STATEMENTS	RESOLVED that the financial statements as presented by Strata Plus Pty Ltd for the period ending 31 December 2010 be accepted.
MOTION 3	BY-LAW COMPLIANCE	RESOLVED that the following matters of non-compliance with the by-laws be considered and instructions issued: <ul style="list-style-type: none"> The strata managing agent is to issue a by-law letter to the residents of Units 103, 104, 109, 206, 207, 209, 210, 211, 213, 306, 307, 310, 311, 313, 407, 411, 414, 415, 416, 507, 508, 515 and 610 for hanging washing on the balconies of their lots.

MOTION 4	BUILDING MANAGER'S REPORT	<p>RESOLVED that the building manager's report be received as tabled at the meeting and it was noted that:</p> <ul style="list-style-type: none">• The BMC representative be authorised to vote in favour of the adoption of the carpark bollard guidelines at the next BMC meeting.• Couch covers will not be purchased.• Loading Dock Noise – L Dunn is to write to Linfox requesting delivery trucks arrive after 6.00 am.• The building manager is to investigate the smell at the door leading from level 1 lobby to the open space.
MOTION 5	NEXT MEETING	<p>RESOLVED that the next executive committee meeting be held on Tuesday, 10 May 2011 at 6.00 pm in the Building Manager's Office, Level 1, 717 Anzac Parade, Maroubra.</p>
CLOSURE		<p>There being no further business the chairperson declared the meeting closed at 7.16 pm.</p>



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Strata Schemes Management Act 1996(NSW)

MINUTES OF AN EXTRAORDINARY GENERAL MEETING

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

DATE, PLACE AND TIME

The meeting was held on Monday, 21 March 2011
Building Manager's Office, Level 1, 717 Anzac Parade, Maroubra
The meeting was scheduled to commence at 6.30 pm

PRESENT:	J Bowen	Lot 4
	T Vasile	Lot 48
	J Sherwin	Lot 102
	R Kesur	Lot 120
	R Lees	Lot 126
PRESENT BY PROXY:	W Harris (Lot 93) proxy to the Chairperson	
APOLOGIES:	J Leonard	Lot 54
	S Johnson	Lot 98
IN ATTENDANCE:	A Ritchie	Lot 20
	R Sharpe	Excel Building Management
	L Derwent	Strata Plus Pty Limited
CHAIRPERSON:	Luke Derwent	

There being no quorum the meeting was adjourned.

MINUTES OF THE RECONVENED EXTRAORDINARY GENERAL MEETING

The meeting was held on Thursday, 29 March 2011
In the Building Manager's Office, Level 1, 717 Anzac Parade, Maroubra
The meeting commenced at 4.00 pm

PRESENT:	J Bowen	Lot 4
	T Vasile	Lot 48
	J Sherwin	Lot 102
PRESENT BY PROXY:	W Harris (Lot 93) proxy to the Chairperson	
APOLOGIES:	J Leonard	Lot 54
	P Johnson	Lot 98
IN ATTENDANCE:	A Ritchie	Lot 20
	R Sharpe	Excel Building Management
	O Aboulahaf	Excel Building Management
	L Derwent	Strata Plus Pty Limited

Those present determined that Luke Derwent chair the meeting.

The meeting commenced at 4.00 pm.

MINUTES

MOTION 1	MINUTES	RESOLVED that the minutes of the previous general meeting held 1 July 2010 be confirmed a true record of the proceedings at that meeting
MOTION 2	AMENDMENT TO STRATA MANAGEMENT STATEMENT SPECIAL RESOLUTION	<p>2.1 Approval of amendment</p> <p>SPECIALLY RESOLVED that according to section 28U of the Development Act and clause 40.4(a) ("Matters to be decided by Unanimous Resolution") of the Strata Management Statement, the Owners Corporation specially resolves to amend the Strata Management Statement in or to the effect of the amendments set out in the Request form marked Exhibit A and tabled at the meeting ("Request Form").</p> <p>2.2 Execution and registration</p> <p>SPECIALLY RESOLVED that the Owners Corporation:</p> <ul style="list-style-type: none"> (a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 2.1; (b) direct the representative to the Building Management Committee to vote in favour of a resolution of the Building Management Committee to approve the amendments to the Strata Management Statement according to motion 2.1 in the form of the Request Form; (c) consent to the executed Request Form being lodged for registration at Land & Property Information (NSW); and (d) take all necessary steps to effect registration with Land & Property Information (NSW) of the Request Form (including, by producing the common property certificate of title and attending to any requisitions that may be issued).
MOTION 3	STRATUM SUBDIVISION OF LOT 11	<p>RESOLVED that the Owners Corporation in accordance with section 24.2 of the Strata Management Statement for Pacific Square consent to:</p> <ul style="list-style-type: none"> (a) the stratum subdivision of Lot 11 (Main Retail) for the creation of Lot 16 (Maroubra Road Mezzanine) and Lot 17 (Main Retail) (b) consent to the plan of stratum subdivision set out with request form marked Exhibit C and tabled at the meeting; (c) authorise the Strata Managing Agent to affix its common seal to the Request Form to approve the plan of stratum subdivision according to the motion in paragraph 3(b); and (d) consent to the lodgement for registration at Land and Property Information (NSW) the executed plan of stratum subdivision.
CLOSURE		There being no further business the chairperson declared the meeting closed at 4.12 pm.



Professional Strata Management Services

PO Box H181 Australia Square NSW 1215
Level 3, 111 Devonshire Street SURRY HILLS NSW 2010
ph (02) 9319 1899 fax (02) 9319 1866
email info@strataplus.com.au
abn 30 096 175 709

Strata Schemes Management Act 1996(NSW)
MINUTES OF AN EXTRAORDINARY GENERAL MEETING

The Owners – Strata Plan No. 74405
Northerly Apartments
97 Boyce Road, Maroubra

DATE, PLACE AND TIME

The meeting was held on Wednesday, 7 March 2011
Building Manager's Office, Level 1, 717 Anzac Parade, Maroubra
The meeting was scheduled to commence at 6.30 pm

PRESENT:	I Ferdman	Lot 7
	D Ng	Lot 13
	M Flanagan	Lot 20
	E Ballance	Lot 30
	A Borg	Lot 47
	E Sawang	Lot 58
	L Foley	Lot 65
IN ATTENDANCE:	R Sharpe	Excel Building Management
	L Derwent	Strata Plus Pty Limited
CHAIRPERSON:	Luke Derwent	

There being no quorum the meeting was adjourned.

MINUTES OF THE RECONVENED EXTRAORDINARY GENERAL MEETING

The meeting was held on Tuesday, 15 March 2011
In the office of Strata Plus, Level 3, 111 Devonshire Street, Surry Hills
The meeting commenced at 9.00 pm

PRESENT BY PROXY:	I Ferdman (Lot 7) proxy to The Chairperson	
	D Ng (Lot 13) proxy to The Chairperson	
	M Flanagan (Lot 20) proxy to The Chairperson	
	E Ballance (Lot 30) proxy to The Chairperson	
	E Sawang (Lot 58) proxy to The Chairperson	
	L Foley (Lot 65) proxy to The Chairperson	
IN ATTENDANCE:	L Derwent	Strata Plus Pty Limited
	Luke Derwent	

MINUTES

MOTION 1	MINUTES	RESOLVED that the minutes of the previous general meeting held 16 August 2010 be confirmed a true record of the proceedings at that meeting
MOTION 2	AMENDMENT TO STRATA MANAGEMENT STATEMENT <i>Special Resolution</i>	<p>2.1 Approval of amendment SPECIALLY RESOLVED that according to section 28U of the Development Act and clause 40.4(a) ("Matters to be decided by Unanimous Resolution") of the Strata Management Statement, the Owners Corporation specially resolves to amend the Strata Management Statement in or to the effect of the amendments set out in the Request form marked Exhibit A and tabled at the meeting ("Request Form").</p> <p>2.2 Execution and registration SPECIALLY RESOLVED that the Owners Corporation:</p> <ul style="list-style-type: none"> (a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 2.1; (b) direct the representative to the Building Management Committee to vote in favour of a resolution of the Building Management Committee to approve the amendments to the Strata Management Statement according to motion 2.1 in the form of the Request Form; (c) consent to the executed Request Form being lodged for registration at Land & Property Information (NSW); and (d) take all necessary steps to effect registration with Land & Property Information (NSW) of the Request Form (including, by producing the common property certificate of title and attending to any requisitions that may be issued).
MOTION 3	STRATUM SUBDIVISION OF LOT 11	<p>RESOLVED that the Owners Corporation in accordance with section 24.2 of the Strata Management Statement for Pacific Square consent to:</p> <ul style="list-style-type: none"> (a) the stratum subdivision of Lot 11 (Main Retail) for the creation of Lot 16 (Maroubra Road Mezzanine) and Lot 17 (Main Retail) (b) consent to the plan of stratum subdivision set out with request form marked Exhibit C and tabled at the meeting; (c) authorise the Strata Managing Agent to affix its common seal to the Request Form to approve the plan of stratum subdivision according to the motion in paragraph 4(b); and (d) consent to the lodgement for registration at Land and Property Information (NSW) the executed plan of stratum subdivision.
CLOSURE		There being no further business the chairperson declared the meeting closed at 9.30 am.



Professional Strata Management Services

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Strata Schemes Management Act 1996(NSW)

MINUTES OF AN EXTRAORDINARY GENERAL MEETING

The Owners – Strata Plan No. 74378
Boulevard
717 Anzac Parade, Maroubra

DATE, PLACE AND TIME

The meeting was held on Wednesday, 23 February 2011
Building Manager's Office, Level 1, 717 Anzac Parade, Maroubra
The meeting was scheduled to commence at 6.30 pm

PRESENT:	A Lakdawalla	Lot 36
	W Cheong	Lot 48
	M Lee	Lot 73
	T Wade	Lot 80
PRESENT BY PROXY:	Kitaro Pty Limited (Lot 2)	proxy to Chairperson
	M & P Adams (Lot 34)	proxy to L Derwent
	I & P Facey (Lot 78)	proxy to Chairperson
IN ATTENDANCE:	L Derwent	Strata Plus Pty Limited
CHAIRPERSON:	Luke Derwent	

There being no quorum the meeting was adjourned.

MINUTES OF THE RECONVENED EXTRAORDINARY GENERAL MEETING

The meeting was held on Thursday, 3 March 2011
In the office of Strata Plus Pty Limited
The meeting commenced at 9.05 am

PRESENT BY PROXY:	Kitaro Pty Limited (Lot 2)	proxy to Chairperson
	M & P Adams (Lot 34)	proxy to L Derwent
	A Lakdawalla (Lot 36)	proxy to L Derwent
	W Cheong (Lot 48)	proxy to L Derwent
	M Lee (Lot 73)	proxy to L Derwent
	I & P Facey (Lot 78)	proxy to Chairperson
	T Wade (Lot 80)	proxy to L Derwent
IN ATTENDANCE:	L Derwent	Strata Plus Pty Limited

Those present determined that Luke Derwent chair the meeting.
The meeting commenced at 9.05 am.

MINUTES

MOTION 1	MINUTES	RESOLVED that the minutes of the previous general meeting held 23 August 2010 be confirmed a true record of the proceedings at that meeting
MOTION 2	AMENDMENT TO STRATA MANAGEMENT STATEMENT <i>SPECIAL RESOLUTION</i>	<p>Approval of amendment</p> <p>SPECIALLY RESOLVED that according to section 28U of the Development Act and clause 40.4(a) ("Matters to be decided by Unanimous Resolution") of the Strata Management Statement, the Owners Corporation specially resolves to amend the Strata Management Statement in or to the effect of the amendments set out in the Request form marked Exhibit A and tabled at the meeting ("Request Form").</p> <p>2.2 Execution and registration</p> <p>SPECIALLY RESOLVED that the Owners Corporation:</p> <ul style="list-style-type: none"> (a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 2.1; (b) direct the representative to the Building Management Committee to vote in favour of a resolution of the Building Management Committee to approve the amendments to the Strata Management Statement according to motion 2.1 in the form of the Request Form; (c) consent to the executed Request Form being lodged for registration at Land & Property Information (NSW); and (d) take all necessary steps to effect registration with Land & Property Information (NSW) of the Request Form (including, by producing the common property certificate of title and attending to any requisitions that may be issued).
MOTION 3	STRATUM SUBDIVISION OF LOT 11	<p>RESOLVED that the Owners Corporation in accordance with section 24.2 of the Strata Management Statement for Pacific Square consent to:</p> <ul style="list-style-type: none"> (a) the stratum subdivision of Lot 11 (Main Retail) for the creation of Lot 16 (Maroubra Road Mezzanine) and Lot 17 (Main Retail) (b) consent to the plan of stratum subdivision set out with request form marked Exhibit C and tabled at the meeting; (c) authorise the Strata Managing Agent to affix its common seal to the Request Form to approve the plan of stratum subdivision according to the motion in paragraph 4(b); and (d) consent to the lodgement for registration at Land and Property Information (NSW) the executed plan of stratum subdivision.
CLOSURE		There being no further business the chairperson declared the meeting closed at 9.25 am.



Professional Strata Management Services

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Strata Schemes Management Act 1996 (NSW)

MINUTES OF AN EXTRAORDINARY GENERAL MEETING

The Owners – Strata Plan No. 74550
Service Retail North
 725 Anzac Parade, Maroubra

DATE, PLACE AND TIME

The meeting was held on Tuesday, 29 March 2011
 Building Manager's Office, Level 1, 717 Anzac Parade, Maroubra
 The meeting commenced at 3.30 pm

PRESENT BY PROXY: Vivaldem Pty Ltd & Cheltentan Pty Ltd (Lots 3 & 4) proxy to Michelle Bramley

IN ATTENDANCE:

M Bramley	Lots 3 & 4
R Sharpe	Excel Building Management
O Aboulahaf	Excel Building Management
L Derwent	Strata Plus Pty Limited

CHAIRPERSON: Luke Derwent

MINUTES

MOTION 1	MINUTES	RESOLVED that the minutes of the previous general meeting held 22 September 2010 be confirmed a true record of the proceedings at that meeting
MOTION 2	AMENDMENT TO STRATA MANAGEMENT STATEMENT <i>SPECIAL RESOLUTION</i>	<p>2.1 Approval of amendment</p> <p>SPECIALLY RESOLVED that according to section 28U of the Development Act and clause 40.4(a) ("Matters to be decided by Unanimous Resolution") of the Strata Management Statement, the Owners Corporation specially resolves to amend the Strata Management Statement in or to the effect of the amendments set out in the Request form marked Exhibit A and tabled at the meeting ("Request Form").</p> <p>2.2 Execution and registration</p> <p>SPECIALLY RESOLVED that the Owners Corporation:</p> <p>(a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 2.1;</p> <p>(b) direct the representative to the Building Management Committee to vote in favour of a resolution of the Building Management Committee to approve the amendments to the Strata Management Statement according to motion 2.1 in the form of the Request Form;</p>

		<p>(c) consent to the executed Request Form being lodged for registration at Land & Property Information (NSW); and</p> <p>(d) take all necessary steps to effect registration with Land & Property Information (NSW) of the Request Form (including, by producing the common property certificate of title and attending to any requisitions that may be issued).</p>
MOTION 3	STRATUM SUBDIVISION OF LOT 11	<p>RESOLVED that the Owners Corporation in accordance with section 24.2 of the Strata Management Statement for Pacific Square consent to:</p> <p>(a) the stratum subdivision of Lot 11 (Main Retail) for the creation of Lot 16 (Maroubra Road Mezzanine) and Lot 17 (Main Retail)</p> <p>(b) consent to the plan of stratum subdivision set out with request form marked Exhibit C and tabled at the meeting;</p> <p>(c) authorise the Strata Managing Agent to affix its common seal to the Request Form to approve the plan of stratum subdivision according to the motion in paragraph 4(b); and</p> <p>(d) consent to the lodgement for registration at Land and Property Information (NSW) the executed plan of stratum subdivision.</p>
CLOSURE		There being no further business the chairperson declared the meeting closed at 3.40 pm.



Professional Strata Management Services

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Strata Schemes Management Act 1996 (NSW)

MINUTES OF AN EXTRAORDINARY GENERAL MEETING

The Owners – Strata Plan No. 80217
Service Retail West
142 Maroubra Road, Maroubra Junction

DATE, PLACE AND TIME

The meeting was held on Monday, 28th February 2011
Building Manager's Office, Level 1, 717 Anzac Parade, Maroubra
The meeting commenced at 5.35 pm

PRESENT BY PROXY: Alpine Hotels Pty Ltd (Lots 1, 2, 4, 5, 6, 9, 10, 11, 12, 13 & 14) proxy to the Chairperson

IN ATTENDANCE: R Sharpe
L Derwent
Excel Building Management
Strata Plus Pty Limited

CHAIRPERSON: Luke Derwent

MINUTES

MOTION 1	MINUTES	RESOLVED that the minutes of the previous general meeting held 16 August 2010 be confirmed a true record of the proceedings at that meeting
MOTION 2	AMENDMENT TO STRATA MANAGEMENT STATEMENT <i>Special Resolution</i>	<p>2.1 Approval of amendment SPECIALLY RESOLVED that according to section 28U of the Development Act and clause 40.4(a) ("Matters to be decided by Unanimous Resolution") of the Strata Management Statement, the Owners Corporation specially resolves to amend the Strata Management Statement in or to the effect of the amendments set out in the Request form marked Exhibit A and tabled at the meeting ("Request Form").</p> <p>2.2 Execution and registration SPECIALLY RESOLVED that the Owners Corporation:</p> <ul style="list-style-type: none">(a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 2.1;(b) direct the representative to the Building Management Committee to vote in favour of a resolution of the Building Management Committee to approve the amendments to the Strata Management Statement according to motion 2.1 in the form of the Request Form;(c) consent to the executed Request Form being lodged for registration at Land & Property Information (NSW); and

		(d) take all necessary steps to effect registration with Land & Property Information (NSW) of the Request Form (including, by producing the common property certificate of title and attending to any requisitions that may be issued).
MOTION 3	STRATUM SUBDIVISION OF LOT 11	<p>RESOLVED that the Owners Corporation in accordance with section 24.2 of the Strata Management Statement for Pacific Square consent to:</p> <ul style="list-style-type: none"> (a) the stratum subdivision of Lot 11 (Main Retail) for the creation of Lot 16 (Maroubra Road Mezzanine) and Lot 17 (Main Retail) (b) consent to the plan of stratum subdivision set out with request form marked Exhibit C and tabled at the meeting; (c) authorise the Strata Managing Agent to affix its common seal to the Request Form to approve the plan of stratum subdivision according to the motion in paragraph 4(b); and (d) consent to the lodgement for registration at Land and Property Information (NSW) the executed plan of stratum subdivision.
CLOSURE		There being no further business the chairperson declared the meeting closed at 5.45 pm.



Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

AN130732C

New South Wales
Strata Schemes Management Act 2015
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) TORRENS TITLE	For the common property CP/SP74790				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 1W</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Doyle Edwards Anderson Lawyers Pty Ltd Suite 2, Level 2, 75 Elizabeth Street, Sydney NSW 2000 Ph. 02 9223 6344 Fax: 02 9223 6355 Reference: 180006</td></tr></table>	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Doyle Edwards Anderson Lawyers Pty Ltd Suite 2, Level 2, 75 Elizabeth Street, Sydney NSW 2000 Ph. 02 9223 6344 Fax: 02 9223 6355 Reference: 180006	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Doyle Edwards Anderson Lawyers Pty Ltd Suite 2, Level 2, 75 Elizabeth Street, Sydney NSW 2000 Ph. 02 9223 6344 Fax: 02 9223 6355 Reference: 180006				
CODE CH					

- (C) The Owners-Strata Plan No. 74790 certify that a special resolution was passed on 14 December 2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. 33 and 34
- Amended by-law No. NOT APPLICABLE
- as fully set out below:
- See Annexure "A".

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A".
- (G) The seal of The Owners-Strata Plan No. 74790 was affixed on 6/2/18 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]

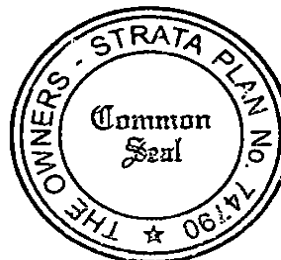
Name: REBECCA FISHER

Authority: STRATA MANAGER

Signature: _____

Name: _____

Authority: _____




“A”

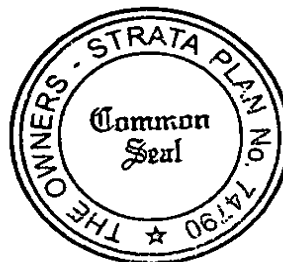
BY-LAWS

The Owners - Strata Plan No. 74790

“Panorama, Pacific Square”

The seal of The Owners – Strata Plan No. 74790 was affixed on 6/2/18 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 
Name: REBECCA FISHER
Authority: STRATA MANAGER



Signature:
Name:
Authority:

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1. ABOUT THE BY-LAWS

1.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of Panorama. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot in Panorama.

The by-laws are designed to maintain the quality of Panorama. They operate to enhance everyone's use and enjoyment of their Lot and the Common Property.

1.2 Who must comply with the by-laws?

Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws.

2. EXCLUSIVE USE BY-LAWS

2.1 Purpose of the Exclusive Use By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, an Exclusive Use By-Laws make Owners responsible for the Common Property that they exclusively use or have the benefit of.

2.2 Interpreting this by-law

In this by-law, "you" means an Owner who has the benefit of an Exclusive Use By-Law.

2.3 How to change an Exclusive Use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

2.4 Occupiers may exercise rights

You may allow the Occupier of your Lot to exercise your rights under an Exclusive Use By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Exclusive Use By-Law.

2.5 Regular accounts for your costs

If you are required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

2.6 Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when exercising your right or complying with your obligations under an Exclusive Use By-Law.

2.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under an Exclusive Use By-Law.

2.8 Additional insurances

In addition to your obligations under by-law 25 ("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for an insurance policy of the Owners Corporation caused as a result of exercising your rights or performing your obligations under an Exclusive Use By-Law.

3. STRATA MANAGEMENT STATEMENT

3.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting Panorama and the various components in Pacific Square. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including, but not limited to:

- (a) requirements for the use and operation of Shared Facilities including the Swimming Pool and Gym;
- (b) the apportionment of costs for Shared Facilities;
- (c) architectural standards and controls, which are generally contained in the Architectural Code in the Strata Management Statement;
- (d) insurance requirements for your and the Owners Corporation.

3.2 Who must comply with the Strata Management Statement?

You and the Owners Corporation must comply with the Strata Management Statement.

3.3 Copies of the Strata Management Statement

Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost).

3.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting Panorama and the residential and other commercial components in Pacific Square. The Owners Corporation is a member of the Building Management Committee.

3.5 Appointing a Representative and Substitute Representative

The Executive Committee may:

- (a) appoint a Representative and Substitute Representative from one or more of the members of the Executive Committee; and

- (b) terminate the appointment of a Representative or Substitute Representative at any time.

3.6 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the Owners Corporation, an Owner or an Occupier consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve the Owners Corporation, an Owner or an Occupier from obligations to obtain necessary consents under the Strata Management Statement.

3.7 Inconsistencies between the by-laws and the Strata Management Statement

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

4. YOUR BEHAVIOUR

4.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier;
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property;
- (d) obstruct the legal use of Common Property by any person;
- (e) do anything in Panorama which is illegal;
- (f) do which might damage the good reputation of the Owners Corporation, Panorama or Pacific Square.

4.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot;
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

4.3 Architectural Code

The Architectural Code for Pacific Square is in the Strata Management Statement. It applies to your Lot and to Panorama generally. You and the Owners Corporation must comply with the Architectural Code and obtain all necessary consents under the Architectural Code from

Government Agencies and the Building Management Committee before you carry out any Building Works or other works in your Lot. Your obligations under the Architectural Code apply in addition to your obligations under the by-laws.

4.4 Some examples of when you will need consent under the Architectural Code

You must have consent from the Building Management Committee under the Architectural Code if you propose to:

- (a) carry out Building Works which will affect Shared Facilities or the External Appearance of Pacific Square; or
- (b) install an Airconditioning Unit in your Lot; or
- (c) place solar film or similar treatments on the internal or external surfaces of glass windows and doors in your Lot; or
- (d) install curtains, blinds, louvres, shutters, sun shades or other window and door treatments on or in your Lot if they have an appearance from outside Pacific Square which does not conform with the Architectural Code; or
- (e) install security doors or windows, screens, grilles, alarms or locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or Panorama; or
- (f) enclose a carspace in Panorama.

This is not a definitive list of when you will need to obtain consent from the Building Management Committee. Contact the Strata Manager if you want to confirm whether or not you will need consent.

4.5 Easements

You must not breach any Easement affecting Lots, Common Property or any part of Pacific Square.

5. YOU ARE RESPONSIBLE FOR OTHERS

5.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the Strata Management Statement; and
- (b) make your visitors leave Panorama if they do not comply with the by-laws or the Strata Management Statement;
- (c) take reasonable care about who you invite into Panorama or Pacific Square;
- (d) accompany your visitors at all times, except when they are entering or leaving Panorama or Pacific Square.

You must not allow another person to do anything which you cannot do under the by-laws or the Strata Management Statement.

5.2 Requirements if you lease your Lot

If you lease or licence your Lot, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave Panorama.

6. YOUR LOT

6.1 What are your general obligations?

You must:

- (a) keep your Lot clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which services your Lot (whether or not you made the installation or alteration);
- (c) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect insurance policies or premiums for insurances effected by the Owners Corporation. See by-law 25 ("Insurance premiums") for important information about increasing and paying for insurance premiums;
- (d) notify the Building Management Committee if you change the existing use of your Lot in a way which may affect its insurance policies or premiums. See by-law 25 ("Insurance premiums"); and
- (e) at your expense, comply with all laws about your Lot including, without limitation, requirements of Government Agencies.

6.2 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) carry out Building Works;
- (b) keep anything in your Lot which is visible from outside the Lot and is not in keeping with the appearance of Panorama;
- (c) attach or hang an aerial or wires outside your Lot or Panorama.

6.3 Floor coverings

If you are an Owner, you must keep the floors in your Apartment covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.

6.4 Changing floor coverings

You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

6.5 Cleaning windows

Subject to by-law 6.6 ("Rights of the Owners Corporation to clean windows"), you must clean the glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

6.6 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Panorama. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.5 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

6.7 Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony or courtyard of your Apartment or in an area that is visible from outside your Apartment.

6.8 Right of owners corporation to enter your Lot

In addition to its rights under by-law 29 ("Failure to comply with by-laws"), the Owners Corporation has the right to enter your Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the *Management Act*.

6.9 Right of the building management committee to enter your Lot

The Owners Corporation authorises the Building Management Committee to exercise its right to enter your Lot to operate, inspect, test, treat, use, maintain, repair or replace those items of Common Property in your Lot (or which are accessible through your Lot) which are Shared Facilities. The procedures with which the Building Management Committee must comply when it exercises this right are in the Strata Management Statement.

7. THE BALCONY OF YOUR APARTMENT

7.1 What may you keep on a Balcony?

You may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Apartment if:

- (a) it is a type approved by the Owners Corporation;
- (b) it is a standard commensurate with the standard of Panorama;
- (c) it will not (or is not likely to) cause damage;
- (d) it is not (or is not likely to become) dangerous.

You must not keep any other items on the Balcony of your Apartment except with the prior consent of the Owners Corporation.

7.2 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Apartment that are not Common Property.

7.3 Enclosing a Balcony

Subject to the Strata Management Statement, you must have consent from the Owners Corporation and Government Agencies to enclose the Balcony of your Apartment.

8. STORING AND OPERATING A BARBEQUE

8.1 What are your rights and obligations?

You may store and operate a portable barbeque on the Balcony or Courtyard of your Apartment if:

- (a) it is a type approved under by-law 8.2 ("Types of portable barbeques");
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) you keep it covered when you are not operating it;
- (e) you keep it clean and tidy; and
- (f) you comply with this by-law.

8.2 Types of portable barbeques

You may store and operate the following types of portable barbeques on the Balcony or Courtyard of your Apartment:

- (a) a covered kettle style portable barbeque;
- (b) a covered gas or electric portable barbeque; or
- (c) any other type approved by the Owners Corporation.

You may not store or operate a portable barbeque on the Balcony or Courtyard of your Apartment if that portable barbeque has no cover.

8.3 Operating a portable barbeque

You may only operate your barbeque during the hours of 9:00am and 9:00pm (or during other hours approved by the Owners Corporation).

8.4 What if your barbeque interferes with someone else?

When you use a barbeque, you must not create smoke, odours or noise which interferes unreasonably with another Owner or Occupier.

9. KEEPING AN ANIMAL

9.1 What animals may you keep?

Subject to by-law 9.2 ("Guide or hearing dogs or other animals for a disability"), you may keep an animal in your Apartment with the Owners Corporation's consent, which cannot unreasonably be withheld. The Owners Corporation impose conditions if it gives you consent to keep an animal according to this by-law.

9.2 Guide or hearing dogs or other animals for a disability

You may keep in your Apartment a guide dog or hearing dog or other animal trained to assist to alleviate the effect of a disability if you need the dog or other animal because of a visual disability, hearing disability or other disability.

9.3 How you must keep your animal

If you are permitted to keep an animal under by-law 9.1 ("What animals may you keep?"), you must:

- (a) control and restrain your animal (eg by keeping it on a leash, carrying or restraining in an appropriate pet cage) on Common Property;
- (b) clean and remove any mess left by your animal on Common Property;
- (c) ensure that your animal is registered as a "companion animal" under the *Companion Animals Act 1998 (NSW)* (if required) and comply with *Companion Animals Act 1998 (NSW)*;
- (d) ensure that your animal does not wander into another Apartment or Common Property;
- (e) comply with any conditions imposed by the Owners Corporation in giving consent; and
- (f) ensure that your animal does not disturb any other Owners and Occupiers.

9.4 Your visitors

You must not allow your visitors to bring animals into Panorama unless the animals are guide dogs or hearing dogs or other animal trained to assist to alleviate the effect of a disability if your visitors need the dog or other animal because of a visual disability, hearing disability or other disability.

9.5 Animal may be removed

The Owners Corporation may order the removal of an animal from Panorama if:

- (a) the animal is unreasonably disturbing other Owners and Occupiers;
- (b) you do not comply with this by-law 9, the *Companion Animals Act 1998 (NSW)* or a condition made by the Owners Corporation when it gave you consent to keep the animal;
- (c) the animal becomes offensive, vicious, aggressive, noisy or a nuisance; or
- (d) if you keep a dog, your dog is declared a "dangerous dog" under the *Companion Animals Act 1998 (NSW)*.

10. ERECTING A SIGN

10.1 Signs in Apartments

The Architectural Code prohibits an Owner or an Occupier of an Apartment from erecting a sign in your Apartment or on Common Property. In addition, you must not erect a sign in any other part of your Lot.

10.2 Obligations of the owners corporation

The Owners Corporation must comply with the Strata Management Statement if it proposes to erect a sign on Common Property.

10.3 The Developer

While the Developer is an Owner, the Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in a Lot which the Developer owns or leases.

11. FIRE CONTROL

11.1 What are your obligations?

You may keep flammable materials in your Apartment only if you:

- (a) use them in connection with the lawful use of your Apartment; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

You and the Owners Corporation must comply with laws about fire control.

11.2 Restrictions about fire safety

You must not:

- (a) keep flammable materials on Common Property;
- (b) interfere with fire safety equipment;
- (c) obstruct fire stairs or fire escapes; or
- (d) keep flammable materials in the carspace of your Lot.

12. MOVING AND DELIVERING STOCK, FURNITURE AND GOODS

12.1 Moving in

You must make arrangements with the Owners Corporation and Facilities Manager at least 48 hours before you move in to or out of Panorama or move large articles (eg furniture) through Common Property. Shorter notice may be required if you need to use the Loading Dock (refer to clause 63 ("Using the Loading Dock Area") in the Strata Management Statement).

12.2 What are your obligations?

When you take deliveries or move furniture or goods through Panorama (including the delivery of stocks and goods), you must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
- (b) only do so within the permitted hours as determined by the Owners Corporation from time to time;
- (c) comply with the Strata Management Statement if you need to use the Loading Dock;

- (d) repair any damage you (or the person making the delivery) cause to Common Property or Pacific Square; and
- (e) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property or Pacific Square.

12.3 Role of the Caretaker

The Owners Corporation may appoint the Caretaker to assist it to perform its functions under this by-law. If this happens, you must:

- (a) make arrangements with the Caretaker when you move in or out of Panorama; and
- (b) comply with the reasonable requirements of the Caretaker when you take deliveries or move furniture or goods through Panorama.

12.4 Use of the Loading Dock

The Loading Dock at Pacific Square is a Shared Facility. Use of the Loading Dock is controlled by the Building Management Committee. You must comply with the Strata Management Statement if you propose to use the Loading Dock, including any requirement to:

- (a) make a reservation with the Building Management Committee (or the Facilities Manager if so directed by the Building Management Committee); and
- (b) comply with the reasonable requirements of the Facilities Manager; and
- (c) only use the Loading Dock within the permitted hours as determined by the Building Management Committee or within the timeslot reserved to you.

Your obligations in this by-law are in addition to your obligations in the Strata Management Statement.

13. PARKING ON COMMON PROPERTY

Subject to your rights under the Strata Management Statement, you must:

- (a) have consent from the Owners Corporation to park or stand a vehicle on Common Property;
- (b) not park or stand a vehicle on Shared Facility accessways within Pacific Square.

You must not permit your visitors to park or stand a vehicle on any areas within Pacific Square other than in the Retail Carpark.

14. CONTROLLING TRAFFIC IN COMMON PROPERTY

Subject to the Strata Management Statement, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property;
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas;
- (c) install speed humps and other traffic control devices in Common Property;
- (d) install signs about parking; and

- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving Panorama.

15. HOW TO DISPOSE OF YOUR GARBAGE

15.1 Strata Management Statement

Clause 61 ("Residential Garbage Storage and Removal") of the Strata Management Statement sets out obligations of the Owners Corporation, Owners and Occupiers about the disposal, storage and removal of residential garbage. You and the Owners Corporation must comply with clause 61 ("Residential Garbage Storage and Removal") of the Strata Management Statement.

15.2 General obligations

In addition to your obligations in the Strata Management Statement, you must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in the Common Property garbage chute room according to the Strata Management Statement); or
- (b) in an area of your Lot which is visible from outside your Lot.

15.3 What are your obligations?

You must:

- (a) drain and securely wrap your household garbage and put it in the garbage chute on your level of Panorama;
- (b) drain and clean bottles and make sure they are not broken before you place them in the area in the Common Property garbage chute room designated by the Owners Corporation for that purpose;
- (c) recycle your garbage according to instructions from the Owners Corporation, Building Management Committee and Council; and
- (d) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

15.4 Rules for using garbage chutes

You must not:

- (a) put bottles or glass in a garbage chute;
- (b) put liquids in a garbage chute;
- (c) put items that weigh more than 2.5 kilograms in a garbage chute; or
- (d) put boxes or large items in a garbage chute that might block it.

15.5 Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

16. CARRYING OUT BUILDING WORKS

16.1 When do you need consent?

Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works. The Owners Corporation consent may include conditions.

The Architectural Code also regulates proposed Building Works which affect Common Property, Shared Facilities and the External Appearance of Panorama and Pacific Square generally. If the proposed Building Works or other works affect Common Property, Shared Facilities or the External Appearance of Panorama, you must also obtain all necessary consents under the Architectural Code before you carry out the works.

16.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 10.3 ("The Developer");
- (b) alter or remove an Inter-Tenancy Wall according to by-law 17 ("Inter-Tenancy Walls"); or
- (c) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.
- (d) However, you must comply with by-laws 16.3 ("Procedures before you carry out Building Works") to 16.5 ("Making arrangements with the Owners Corporation") when you erect the sign or carry out the Building Works.

16.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation (unless exempted under by-law 16.2 ("When is consent not necessary?") and Government Agencies;
- (b) obtain necessary consents from the Building Management Committee and under the Architectural Code;
- (c) find out where service lines and pipes are located;
- (d) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

16.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation;

- (c) repair and damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier;
- (d) comply with any conditions of the Owners Corporation attached to its approval; and
- (e) comply with any conditions of the Building Management Committee attached to its approval.

16.5 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access Panorama for purposes associated with those Building Works; and
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Panorama; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access Panorama.

16.6 Role of the Facilities Manager

The Owners Corporation may authorise the Caretaker or the Facilities Manager or both to review and make recommendations about applications for Building Works. The Owners Corporation may take those recommendations into account when it assesses an application.

17. INTER-TENANCY WALLS

17.1 When may you alter or remove an Inter-Tenancy Wall?

Subject to this by-law, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the Lots separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Lot;
- (b) it is not a structural wall;
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Lots (including services to those Lots); and
- (d) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

17.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Tenancy Wall provided that you comply with the requirements of by-law 17.1 ("When may you alter or remove an Inter-Tenancy Wall?"). However, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

17.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Tenancy Wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 17.1 ("When may you alter or remove an Inter-Tenancy Wall?");
- (b) if appropriate, comply with section 14 of the *Development Act* and lodge any necessary building alteration plan with the Registrar-General;
- (c) comply with by-laws 16.3 ("Procedures before you carry out Building Works") to 16.5 ("Making arrangements with the Owners Corporation"); and
- (d) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

18. AGREEMENT WITH THE CARETAKER

18.1 Purpose of the agreement

In addition to its powers under the *Management Act*, the Owners Corporation has the power to appoint and enter into agreements with a Caretaker to provide management and operational services for Panorama. The Caretaker may be (but does not have to be) the same person appointed as the Facilities Manager by the Building Management Committee.

18.2 Initial Period

The Owners Corporation may enter into agreements with a Caretaker during the Initial Period. If the Owners Corporation enters into an agreement with a Caretaker during the Initial Period:

- (a) the term of the agreement may be for any period permitted by law; and
- (b) the remuneration of the Caretaker under the agreement may be for the amount determined by the Owners Corporation (acting reasonably).

18.3 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Caretaker.

18.4 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation and a Caretaker must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Caretaker does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Caretaker to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

18.5 Duties of the Caretaker

The duties of a Caretaker under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property;

- (b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee);
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) arranging for the inspection and certification of plant and equipment as required by the law;
- (e) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (f) co-ordinating the carrying out of Building Works;
- (g) managing the Security Key system and providing Security Keys according to the by-laws (other than performing functions of the Building Management Committee);
- (h) providing services to the Owners Corporation, Owners and Occupiers;
- (i) supervising employees and contractors of the Owners Corporation;
- (j) supervising Panorama generally; and
- (k) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Panorama.

18.6 Agreements after the Initial Period

The Owners Corporation may, in its own right, enter into an agreement with the Caretaker from the date of the first annual general meeting of the Owners Corporation for a term of up to five years. The agreements may have provisions about the rights of the Caretaker to assign the agreement. The remuneration for the Caretaker is at the discretion of the Owners Corporation and the parties to the agreement.

18.7 Facilities Manager

The Owners Corporation must not appoint the Caretaker to perform functions which are (or will be) performed by the Facilities Manager appointed by the Building Management Committee.

19. AGREEMENT WITH THE FACILITIES MANAGER

19.1 Purpose of the agreement

In addition to its powers under the *Management Act*, the Owners Corporation has the power in its capacity as a member of the Building Management Committee to appoint and enter into agreements with the Facilities Manager to provide management and operational services for Pacific Square.

19.2 Terms of the agreement

The terms of the agreements the Owners Corporation enters into or becomes a party to under this by-law must comply with the Strata Management Statement.

19.3 Duties

The duties of the Facilities Manager are specified in the Strata Management Statement.

19.4 Power of Attorney

In addition to its powers under the *Management Act*, the Owners Corporation has the power to grant to the Facilities Manager a power of attorney which enables the Facilities Manager to sign on behalf of the Owners Corporation a further agreement with the Facilities Manager when new parties become members of the Building Management Committee.

20. BUILDING MANAGEMENT AND YOU

You must not:

- (a) interfere with or stop the Facilities Manager or Strata Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation or the Building Management Committee; or
- (b) interfere with or stop the Facilities Manager or Strata Manager using Common Property that the Owners Corporation permits them to use.

21. LICENCES

21.1 Powers of the Owners Corporation

If permitted by law, in addition to its powers under the *Management Act*, the Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

21.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law may include provisions about, but need not be limited to:

- (a) payments under the licence;
- (b) the term of the licence;
- (c) the permitted uses of the licensed areas;
- (d) the maximum number of persons allowed in the licensed area;
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

22. SPECIAL PRIVILEGE TO INSTALL AN AIRCONDITIONING UNIT

22.1 Exclusive use by-law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot. By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Additional insurances") apply to this Exclusive Use By-Law.

22.2 Special privilege rights

Subject to obtaining the prior approval of the Owners Corporation, and complying with the Architectural Code, the Owner of each Lot has, at their cost, the special privilege to:

- (a) install and keep an Airconditioning Unit (of a type approved by the Owners Corporation) on the Balcony of their Apartment in an area which is not visible from outside their Apartment; and
- (b) install an internal airconditioning unit to a wall within their Apartment; and
- (c) make minor alterations to Common Property to enable the installation and connection of the internal airconditioning unit to the Airconditioning Unit located on the Balcony; and
- (d) connect the Airconditioning Unit to electricity and water services forming part of Common Property.

22.3 Obligations of the Owners Corporation

The Owners Corporation must:

- (a) when requested by an Owner, consider an application for approval as to the type of Airconditioning Unit proposed to be installed in the Apartment; and
- (b) when considering an application, take into consideration:
 - (i) any Standing Approval about air conditioners for Apartments in force under the Architectural Code from time to time; and
 - (ii) the impact of the proposed type of Airconditioning Unit on the Common Property electricity and water services; and
 - (iii) the noise emission levels of the proposed type of Airconditioning Unit and compliance with the Architectural Code (including acoustic standards); and
- (c) not unreasonably withhold their approval to an application; and
- (d) carry out structural maintenance and repairs to the Common Property areas the subject of this by-law.

22.4 What are your obligations?

You must, at your cost:

- (a) if there is no Standing Approval in force relating to the type of Airconditioning Unit permitted, obtain the approval of the Owners Corporation and the Building Management Committee to the type of Airconditioning Unit to be installed in your Apartment prior to the installation; and
- (b) operate, maintain and repair your Airconditioning Unit in accordance with manufacturer's specifications; and
- (c) maintain, repair and, where necessary, replace those parts of Common Property where your Airconditioning Unit (or any part of it) is fitted and installed (excluding any structural maintenance and repairs); and
- (d) fire proof any penetration of the Common Property walls or slabs to meet the Australian fire standards required for the building in Panorama; and
- (e) use contractors approved by the Owners Corporation to maintain, repair and replace the Airconditioning Unit and those parts of Common Property where your Airconditioning Unit (or any part of it) is fitted and installed; and

- (f) comply with requirements of Government Agencies about airconditioning services.

22.5 Owners Corporation costs

You must contribute towards the costs of the Owners Corporation under this Exclusive Use By-Law in shares proportional to the unit entitlement of your Apartment.

23. SPECIAL PRIVILEGE FOR USE OF CARSPACE

23.1 Exclusive use by-law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of Lot 43.

23.2 Interpreting this by-law

In this Exclusive Use By-Law:

- (a) **"Carspace"** means the carspace forming part of the common property in strata plan no. 74405 in respect of which the Owners Corporation has rights and obligations as set out in the "Easement for carparking variable width" created by the Instrument;
- (b) **"Instrument"** means the instrument under section 88B of the *Conveyancing Act 1919* (NSW) which accompanied strata plan no. 74405 (subject to any variations registered on the title folio for the Common Property from time to time);
- (c) **"Northerly CP"** means the common property (as that term is defined in the *Development Act*) in strata plan no. 74405; and
- (d) **"you"** means the Owner of Lot 43.

23.3 Special privilege rights

You have the special privilege to use the Carspace in accordance with the Instrument and the reasonable directions and requirements of the Owners Corporation.

You may obtain a copy of the Instrument from the Strata Manager, at your cost.

23.4 What are your obligations?

When exercising your rights under this Exclusive Use By-Law, you must:

- (a) access the Carspace by the most direct route;
- (b) immediately remove anything you spill on the Carspace or on Northerly CP and clean the affected area;
- (c) comply with the obligations imposed on the Owners Corporation Instrument as if you were the "grantee" under the Instrument (excluding any structural maintenance and repairs); and
- (d) not do (or allow anything to be done) that would cause the Owners Corporation to breach the terms of the Instrument.

23.5 Obligations of the Owners Corporation

The Owners Corporation must provide you with any Security Keys (or other devices) necessary to gain access to the Carspace.

23.6 Indemnity

- (a) You indemnify the Owners Corporation against all claims and liabilities caused by exercising rights or complying with obligations under this Exclusive Use By-Law including, but not limited to, any claim or liability resulting from a breach of the Instrument.

23.7 Access by the Owners Corporation

- (a) You must give the Owners Corporation access to the Carspace to allow the Owners Corporation to exercise its rights and comply with its obligations under the Instrument. Except in an emergency, the Owners Corporation must provide you with reasonable notice before it exercises its rights under this Exclusive Use By-Law; and
- (b) If required in accordance with the terms of the Instrument, you must give the owners corporation for strata scheme no. 74405 access to the Carspace.

24. DAMAGE TO COMMON PROPERTY

24.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in Panorama on your behalf.

24.2 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property;
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

25. INSURANCE PREMIUMS

25.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

25.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

25.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

26. SECURITY AT PANORAMA

26.1 Strata Management Statement and restrictions on the rights of the Owners Corporation

The Strata Management Statement regulates security and the provision of Security Keys for Panorama and Pacific Square generally. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law are subject to the Strata Management Statement and Easements. In particular, the Owners Corporation must not do anything that would restrict access to:

- (a) Shared Facilities which Owners and Occupiers in Pacific Square are entitled to use under the Strata Management Statement; or
- (b) Common Property the subject of Easements.

26.2 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into Panorama; and
- (b) prevent fires and other hazards.

The Owners Corporation must comply with:

- (c) the Strata Management Statement; and
- (d) the reasonable instructions of the Building Management Committee about Security Keys and, in particular, instructions about re-coding and returning Security Keys.

26.3 Installation of security equipment

Subject to this by-law, in addition to its powers under the *Management Act*, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Panorama. In doing so, the Owners Corporation must not interfere with the integrated Security System which is a Shared Facility managed by the Building Management Committee in accordance with the Strata Management Statement.

26.4 Restricting access to Common Property

Subject to this by-law, in addition to its powers under the *Management Act*, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key your access to levels in Panorama where you do not own or occupy a Lot or have a right to use under an Exclusive Use By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of Panorama. The Owners Corporation may exclude you from using these parts of Common Property; and

- (d) make agreements with another party (eg the Facilities Manager) to exercise its functions under this by-law. The agreements may have provisions requiring Owners to pay the other party an administration fee.

26.5 Providing owners and occupiers with security keys

The Building Management Committee is responsible to provide Security Keys for Panorama. The Building Management Committee may charge you a fee or bond if you want extra or replacement Security Keys.

26.6 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Building Management Committee and the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) comply with the Strata Management Statement about security and Security Keys and, in particular, take all reasonable steps not to lose Security Keys; and
- (c) comply with the requirements of the Strata Management Statement about leasing your Lot; and
- (d) not with security equipment or do (or allow anyone to do) anything that is prohibited in the Strata Management Statement; and
- (e) take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

26.7 Restrictions on exercising rights

Subject to the Strata Management Statement, the Owners Corporation must not:

- (a) shut down or interfere with the integrated security system for Pacific Square; or
- (b) restrict access to parts of Common Property which are Shared Facilities.

27. RULES

27.1 Powers of the Owners Corporation

In addition to its powers under the *Management Act*, the Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of Panorama and, in particular, the use of Common Property.

The Owners Corporation may add to or change the Rules at any time.

27.2 What are your obligations?

You must comply with the Rules.

27.3 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

27.4 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

28. HOW ARE CONSENTS GIVEN?

28.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or the Executive Committee at a meeting of the Executive Committee.
- (b) the Executive Committee at a meeting of the Executive Committee.

28.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

28.3 Can consent be revoked?

The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

29. FAILURE TO COMPLY WITH BY LAWS

29.1 Powers of the Owners Corporation

The powers of the Owners Corporation under this by-law are in addition to those that it has under the *Management Act*.

29.2 What can the Owners Corporation do?

The Owners Corporation may do anything on your Lot that you should have done under the *Management Act* or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

29.3 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

29.4 Recovering money

The Owners Corporation may recover any money you owe it under the bylaws as a debt.

30. APPLICATIONS AND COMPLAINTS

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

31. INTERPRETATION

31.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

- (a) **Airconditioning Unit** means a split system air conditioner which exclusively services an Apartment. It includes, without limitation, all condenser and package units, cables, conduits, pipes and wires which form part of the split system airconditioning which may be installed in an Apartment subject to special privilege by-law 22 ("Special Privilege to install an Airconditioning Unit").
- (b) **Apartment** means an apartment in Panorama.
- (c) **Architectural Code** means the architectural code for Panorama and Pacific Square generally in the Strata Management Statement.
- (d) **Balcony** means a balcony in an Apartment.
- (e) **Building Management Committee** means the building management committee for Pacific Square established according to the *Development Act* and the Strata Management Statement.
- (f) **Building Works** mean works, alterations, additions, damage, removal, repairs or replacement of:
 - (i) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot. Common Property walls include windows and doors in those walls;
 - (ii) the structure of your Lot;
 - (iii) the internal walls inside your Lot (eg: a wall dividing two rooms in your Lot);
 - (iv) Common Property services; or
 - (v) services in Panorama, whether or not they are for the exclusive use of your Lot.
- (g) **Building Works** exclude:
 - (i) minor fit out works inside a Lot; and
 - (ii) minor works or alterations to the interior of Common Property walls in a Lot (eg hanging pictures or attaching items to those walls).
- (h) **Caretaker** means the caretaker appointed by the Owners Corporation according to by-law 18 ("Agreement with the Caretaker").
- (i) **Common Property** means common property (as that term is defined in the *Development Act*) in Panorama and personal property of the Owners Corporation. For the purposes of the by-laws, Common Property does not include Shared Facilities.
- (j) **Council** means the Randwick City Council.

- (k) **Developer** means:
 - (i) Clycut Pty Limited ABN 91 091 426 569; and
 - (ii) Alpine Hotels Pty Limited ACN 002 250 820,
 and successors or assigns.
- (l) **Development Act** means the *Strata Schemes (Freehold Development) Act 1973 (NSW)*.
- (m) **Easements** means an easement, positive covenant or restriction on use affecting Panorama (including any Lot or Common Property) or Pacific Square in effect from time to time.
- (n) **Executive Committee** means the executive committee of the Owners Corporation.
- (o) **Exclusive Use By-Law** means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the *Management Act*.
- (p) **External Appearance** the appearance of any external surface of a Lot or Common Property which is visible from outside a Lot or Panorama.
- (q) **Facilities Manager** means the person appointed by the Building Management Committee to provide management, operational and other services for Pacific Square.
- (r) **Government Agency** means a governmental or semi-governmental administrative, fiscal or judicial department or entity.
- (s) **Initial Period** has the same meaning as it does in the *Management Act*.
- (t) **Inter-Tenancy Wall** means a Common Property wall between two Lots. See by-law 17 about making alterations to or removing Inter-Tenancy Walls.
- (u) **Loading Dock** means the Shared Facility "loading dock areas" shown as SF11 on the Shared Facilities Plan and more fully described in schedule 1 in the Strata Management Statement.
- (v) **Lot** means a lot in Panorama.
- (w) **Management Act** means the *Strata Schemes Management Act 1996 (NSW)*.
- (x) **Occupier** means the occupier, lessee or licensee of a Lot.
- (y) **Owner** means:
 - (i) the owner for the time being of a Lot; and
 - (ii) if a Lot is subdivided or resubdivided, the owners for the time being of the new Lots; and
 - (iii) for an Exclusive Use By-Law, the owner(s) of the Lot(s) benefiting from the by-law; and
 - (iv) a mortgagee in possession of a Lot.

- (z) **Owners Corporation** means The Owners- Strata Plan No. 74790 constituted on registration of the Strata Plan.
- (aa) **Pacific Square** means the land and buildings comprised in Panorama and in lots 1, 2, 3, 4, 5, 6 and 8 in DP1071735 (and any other lots created upon further subdivision of those lots).
- (bb) **Panorama** means the strata scheme created on registration of the Strata Plan.
- (cc) **Representative** means a natural person appointed by the Executive Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee.
- (dd) **Retail Carpark** means the component in Pacific Square of that name as described in the Strata Management Statement.
- (ee) **Rules** mean Rules made by the Owners Corporation according to by-law 27 ("Rules").
- (ff) **Security Keys** means a key, magnetic card or other device or information used in Pacific Square and Panorama to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 26 ("Security at Panorama") for more information.
- (gg) **Shared Facilities** has the same meaning as it does in the Strata Management Statement.
- (hh) **Standing Approval** means the approvals granted by the Building Management Committee or an Owners Corporation according to clause 27 ("Approval process") of the Architectural Code.
- (ii) **Strata Management Statement** means the strata management statement for Pacific Square. The Strata Management Statement contains rights and obligations of the Owners Corporation and other members of the Building Management Committee in regard to the management and operation of Pacific Square. See by-law 3 ("Strata Management Statement") for more information.
- (ji) **Strata Manager** means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the *Management Act*. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.
- (kk) **Strata Plan** means strata plan no. SP74790.
- (ll) **Substitute Representative** means a natural person appointed by the Executive Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee if the Representative cannot attend.
- (mm) **Swimming Pool and Gym** has the same meaning as it does in the Strata Management Statement.

31.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) (*Management Act*) words that this by-law does not explain have the same meaning as they do in the *Management Act*; and
- (b) (you) the word "you" means an Owner or Occupier; and

- (c) (by-laws) a by-law is a reference to the by-laws and Exclusive Use By-Laws under the *Management Act* which are in force for Panorama; and
- (d) (variations or replacement) a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) (reference to statutes) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) (person) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) (executors, administrators, successors) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) (singular includes plural) the singular includes the plural and vice versa; and
- (i) (meaning not limited) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

31.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

31.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

31.5 Discretion in exercising rights

The Owners Corporation and the Executive Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

31.6 Partial exercise of rights

If the Owners Corporation, Executive Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

31.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

32. SHORT TERM ACCOMMODATION (formerly special by-law 1 passed on 16 June 2016)

32.1 Definitions and Interpretation

In this by-law:

- (a) **Act** means the *Strata Schemes Management Act 1996 (NSW)*;
- (b) **Bedroom** means a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval;
- (c) **Council** means the Randwick City Council;
- (d) **DCP** means the Randwick Development Control Plan 2013;
- (e) **EPA Act** means the *Environmental Planning and Assessment Act 1979 (NSW)*;
- (f) **Law** means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, environmental planning instrument (as defined in the EPA Act), DCP, present or future and whether state, federal or otherwise;
- (g) **LEP** means the Randwick Local Environmental Plan 2012
- (h) **Lot** means all lots in Strata Plan 74790;
- (i) **Occupier** means the tenant, lessee, sub-lessee, licensee, sub-licensee or otherwise the occupier of a Lot (not being the owner of the Lot);
- (j) **Owner** means the owner of any Lot;
- (k) **Owners Corporation** means the owners corporation created by registration of strata plan 74790; **Parcel** means the land comprising the Lots and common property the subject of the Strata Scheme;
- (l) **Strata Scheme** means the strata scheme constituted on registration of strata plan 74790;
- (m) **Tourist and Visitor Accommodation** means a building or place that provides temporary or short-term accommodation on a commercial basis, and includes any of the following:
 - (i) backpackers' accommodation - "*a building or place that (i) provides temporary or short-term accommodation on a commercial basis, and (ii) has shared facilities, such as a communal bathroom, kitchen or laundry, and (iii) provides accommodation on a bed or dormitory-style basis (rather than by room)*" (as defined in the LEP);
 - (ii) bed and breakfast accommodation - "*an existing dwelling in which temporary or short-term accommodation is provided on a commercial basis by the permanent residents of the dwelling and where (i) meals are provided for guests only, and (ii) cooking facilities for the preparation of meals are not provided within guests' rooms, and (iii) dormitory-style accommodation is not provided*" (as defined in the LEP);
 - (iii) hotel or motel accommodation - "*a building or place (whether or not licensed premises under the Liquor Act 2007) that provides temporary or short-term accommodation on a commercial basis and that (i) comprises rooms or self-contained suites, and (ii) may provide meals to guests or the general public and facilities for the parking of guests' vehicles but does not include*

backpackers' accommodation, a boarding house, bed and breakfast accommodation or farm stay accommodation" (as defined in the LEP);

- (iv) serviced apartments - *"building (or part of a building) providing self-contained accommodation to tourists or visitors on a commercial basis and that is regularly serviced or cleaned by the owner or manager of the building or part of the building or the owner's or manager's agents" (as defined in the LEP);*

(n) **Zone** means B2 - Local Centre.

In this by-law a word which denotes:

- (o) the singular includes plural and vice versa;
- (p) any gender includes the other genders;
- (q) any terms in the by-law will have the same meaning as those defined in the Act; and
- (r) references to legislation includes references to amending and replacing legislation.

32.2 Zoning requirements

- (a) The Strata Scheme is located within the Zone and, in the Zone:
 - (i) the LEP and DCP apply;
 - (ii) Tourist and Visitor Accommodation is not permitted without development consent from the Council pursuant to Part 4 of the EPA Act;
 - (iii) Council has the responsibility for enforcing the LEP, DCP and relevant provisions of the EPA Act.
- (b) If a Lot is used for Tourist and Visitor Accommodation in breach of the restrictions in the LEP, DCP and EPA Act:
 - (i) an Owner or Occupier may be prosecuted by Council and be liable for fines;
 - (ii) an Owner or Occupier may be restrained by a Court or Tribunal order from using the Lot for such purposes.

32.3 Prohibited use

- (a) An Owner or Occupier of a Lot must:
 - (i) not use their Lot for Tourist and Visitor Accommodation without first obtaining development consent from the Council;
 - (ii) only use their Lot for its approved use;
 - (iii) not use their Lot for any purpose that is prohibited or not permitted by Law;
 - (iv) not enter into an arrangement with an Occupier that involves occupation of the Lot for less than 3 months unless they have development consent from the Council to use the Lot for Tourist and Visitor Accommodation;
 - (v) not advertise, or cause another person to advertise, their Lot (or any other lot in the Strata Scheme) for use as Tourist or Visitor Accommodation unless they have consent from the Council to use the Lot (or Lots) for that purpose.

- (vi) not allow the number of adults who lodge, reside, occupy or sleep overnight in the Lot to be more than two persons per Bedroom;
- (vii) not permit more than two beds per Bedroom within the Lot (excluding cots and bassinets for children);
- (viii) not modify the internal lay-out of the Lot to create more bedrooms without the consent of the Owners Corporation and the Council.

32.4 Owners required to provide information

- (a) Without in any way limiting section 49(1) of the Act, where an Owner or an existing Occupier leases or sub-leases or licenses or sub-licenses a Lot (or any part of a Lot) to an Occupier, the Owner or sub-lessor or sub-licensor (as the case may be) of the Lot must notify the Owners Corporation prior to the respective Occupier occupying the Lot, for inclusion in the strata roll, information relating to the Occupier as follows:
 - (i) the full name of the Occupier;
 - (ii) the date of commencement of the occupation of the Lot by the Occupier;
 - (iii) the term of the occupation.
- (b) An Owner of a Lot, or where an existing Occupier leases or sub-leases or licenses or sub-licenses a Lot (or any part of a Lot) to an Occupier, the Owner or sub-lessor or sub-licensor (as the case may be) must provide details of all Occupiers residing in the respective Lot at any given time (including a copy of any lease, sub-lease, licence or sub-licence), to the Owners Corporation prior to the respective Occupier occupying the Lot and upon demand.
- (c) If an Occupier leases or sub-leases or sub-licenses a Lot (or any part of a Lot), the lessor, sub-lessor or sub-licensor (as the case may be) must provide to the Owners Corporation, prior to the respective lessee, sub-lessee or sub-licensee occupying the Lot, written consent signed by the Owner of the Lot to the lease, sub-lease or sub-licence and a copy of the lease, sub-lease or sub-licence with the lessee's, sub-lessees or sub-licensees name clearly identified.
- (d) An Owner or where an existing Occupier leases or sub-leases or licenses or sub-licenses a Lot (or any part of a Lot) to an Occupier, the Owner or sub-lessor or sub-licensor (as the case may be) must provide written confirmation to the Owners Corporation that an Occupier has vacated a Lot within 7 days after such vacation.

32.5 Recovery of costs

- (a) An Owner or Occupier must allow representatives of the Owners Corporation access to the Lot upon reasonable notice for the purposes of the Owners Corporation determining compliance with this by-law.
- (b) If an Owner or Occupier of a Lot fails to comply with any obligation under this by-law, then the Owners Corporation may:
 - (i) request in writing that the Owner or Occupier comply with the terms of it, or enforce it against any Owner or Occupier of the respective Lot (whichever is applicable), including taking the appropriate legal action;
 - (ii) notify Council of any breach by the Owner or Occupier of the LEP, DCP, EPA Act or this by-law so that it may take the appropriate action;
 - (iii) recover the cost (including any legal costs on an indemnity basis) of taking any action for breach of this by-law from the Owner or Occupier of a Lot as a

debt and such debt, if not paid at the end of one month after becoming due and payable will bear simple interest at the annual rate of 10% per annum (accrued daily) until paid;

- (iv) exercise its rights to enforce any other remedy that may be available.

33. MINOR RENOVATIONS

(passed on 14 December 2017)

- (a) The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the *Strata Schemes Management Act 2015*) and of imposing conditions on such approval.
- (b) The owners corporation in like manner may revoke any such delegation.
- (c) The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.

34. BY-LAW LOT 122 – WORKS AND EXCLUSIVE USE

(passed on 14 December 2017)

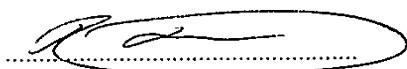
- (a) The owner of Lot 122 (the Lot) shall be conferred with the exclusive use in respect of the common property which is in contact with the works subject to the following conditions:
- (b) The owner of the Lot shall be responsible for the proper maintenance and the upkeep of the works and the common property in contact with the works.
- (c) The owner of the Lot shall be solely responsible for the costs of maintenance and upkeep of the works and the common property in contact with the works.
- (d) The works in this by-law means the erection of the additional structural wall and the installation of the hinged door as approved under DA/447/2016.

The seal of The Owners – Strata Plan No. 74790 was affixed on 6/2/18 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

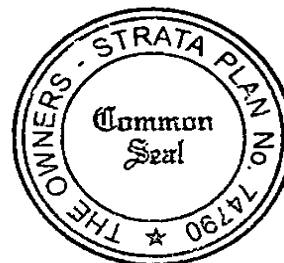
Name:

Authority:



REBECCA FISHER

STRATA MANAGER



Signature:

Name:

Authority:

FILM WITH AN130732

Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.

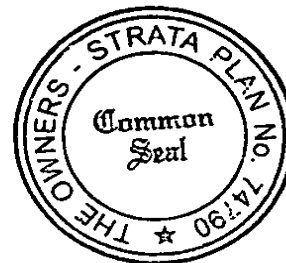
The seal of The Owners - Strata Plan No 74790 was affixed on ^ 6/2/18 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: REBECCA FISHER Authority: STRATA MANAGER

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.



Lodger Details

Lodger Code	504011J
Name	J S MUELLER & CO
Address	240 PRINCES HWY ARNCLIFFE 2205
Lodger Box	1W
Email	JEFFREYMUELLER@MUELLERS.COM.AU
Reference	JSM:40354

Land Registry Document Identification

AS263196

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP74790	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP74790
Other legal entity

Meeting Date

14/03/2022

Amended by-law No.

Details Not applicable

Repealed by-law No.

Details Not applicable

Added by-law No.

Details Special By-Law No. 1

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP74790
Signer Name	JEFFREY STEVEN MUELLER
Signer Organisation	PARTNERS OF J S MUELLER & CO
Signer Role	PRACTITIONER CERTIFIER
Execution Date	29/06/2022



JS MUELLER & CO
LAWYERS

STRATA PLAN NO. 74790

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No.74790 was affixed on 28/06/2022 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Murphy

Name(s):

Maxine Wicks

Authority:

Strata Managing Agent

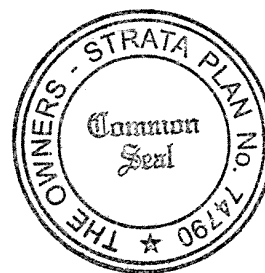


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By-Laws for Strata Plan No. 74790

1. ABOUT THE BY-LAWS

1.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of Panorama. They are an essential document for the Owners Corporation and everyone who owns or occupies a Lot in Panorama.

The by-laws are designed to maintain the quality of Panorama. They operate to enhance everyone's use and enjoyment of their Lot and the Common Property.

1.2 Who must comply with the by-laws?

Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws.

2. EXCLUSIVE USE BY-LAWS

2.1 Purpose of the Exclusive Use By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, an Exclusive Use By-Laws make Owners responsible for the Common Property that they exclusively use or have the benefit of.

2.2 Interpreting this by-law

In this by-law, "you" means an Owner who has the benefit of an Exclusive Use By-Law.

2.3 How to change an Exclusive Use By-Law

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law; and
- (b) amend or cancel this by-law only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

2.4 Occupiers may exercise rights

You may allow the Occupier of your Lot to exercise your rights under an Exclusive Use By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Exclusive Use By-Law.

2.5 Regular accounts for your costs

If you are required under an Exclusive Use By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

2.6 Repairing damage

You must repair damage you (or someone acting on your behalf) cause to Common Property or the property of another Owner or Occupier when exercising your right or complying with your obligations under an Exclusive Use By-Law.

2.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under an Exclusive Use By-Law.

2.8 Additional insurances

In addition to your obligations under by-law 25 ("Insurance premiums"), you must reimburse the Owners Corporation for any increased premium for an insurance policy of the Owners Corporation caused as a result of exercising your rights or performing your obligations under an Exclusive Use By-Law.

3. STRATA MANAGEMENT STATEMENT

3.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting Panorama and the various components in Pacific Square. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including, but not limited to:

- (a) requirements for the use and operation of Shared Facilities including the Swimming Pool and Gym;
- (b) the apportionment of costs for Shared Facilities;
- (c) architectural standards and controls, which are generally contained in the Architectural Code in the Strata Management Statement;
- (d) insurance requirements for your and the Owners Corporation.

3.2 Who must comply with the Strata Management Statement?

You and the Owners Corporation must comply with the Strata Management Statement.

3.3 Copies of the Strata Management Statement

Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost).

3.4 Building Management Committee

The Building Management Committee is established under the Strata Management Statement to administer issues affecting Panorama and the residential and other commercial components in Pacific Square. The Owners Corporation is a member of the Building Management Committee.

3.5 Appointing a Representative and Substitute Representative

The Executive Committee may:

- (a) appoint a Representative and Substitute Representative from one or more of the members of the Executive Committee; and.

- (b) terminate the appointment of a Representative or Substitute Representative at any time.

3.6 Consents under the Strata Management Statement

Nothing in the by-laws gives you or the Owners Corporation, an Owner or an Occupier consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve the Owners Corporation, an Owner or an Occupier from obligations to obtain necessary consents under the Strata Management Statement.

3.7 Inconsistencies between the by-laws and the Strata Management Statement

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

4. YOUR BEHAVIOUR

4.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier;
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- (c) smoke cigarettes, cigars or pipes while you are on Common Property or allow smoke from them to enter Common Property;
- (d) obstruct the legal use of Common Property by any person;
- (e) do anything in Panorama which is illegal;
- (f) do which might damage the good reputation of the Owners Corporation, Panorama or Pacific Square.

4.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Lot;
- (b) the use of your Lot; and
- (c) Common Property to which you have a licence, lease or a right to use under an Exclusive Use By-Law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

4.3 Architectural Code

The Architectural Code for Pacific Square is in the Strata Management Statement. It applies to your Lot and to Panorama generally. You and the Owners Corporation must comply with the Architectural Code and obtain all necessary consents under the Architectural Code from Government Agencies

and the Building Management Committee before you carry out any Building Works or other works in your Lot. Your obligations under the Architectural Code apply in addition to your obligations under the by-laws.

4.4 Some examples of when you will need consent under the Architectural Code

You must have consent from the Building Management Committee under the Architectural Code if you propose to:

- (a) carry out Building Works which will affect Shared Facilities or the External Appearance of Pacific Square; or
- (b) install an Airconditioning Unit in your Lot; or
- (c) place solar film or similar treatments on the internal or external surfaces of glass windows and doors in your Lot; or
- (d) install curtains, blinds, louvres, shutters, sun shades or other window and door treatments on or in your Lot if they have an appearance from outside Pacific Square which does not conform with the Architectural Code; or
- (e) install security doors or windows, screens, grilles, alarms or locks or other safety devices on the interior or exterior of windows or doors in your Lot if they are visible from outside your Lot or Panorama; or
- (f) enclose a carspace in Panorama.

This is not a definitive list of when you will need to obtain consent from the Building Management Committee. Contact the Strata Manager if you want to confirm whether or not you will need consent.

4.5 Easements

You must not breach any Easement affecting Lots, Common Property or any part of Pacific Square.

5. YOU ARE RESPONSIBLE FOR OTHERS

5.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the Strata Management Statement; and
- (b) make your visitors leave Panorama if they do not comply with the by-laws or the Strata Management Statement;
- (c) take reasonable care about who you invite into Panorama or Pacific Square;
- (d) accompany your visitors at all times, except when they are entering or leaving Panorama or Pacific Square.

You must not allow another person to do anything which you cannot do under the by-laws or the Strata Management Statement.

5.2 Requirements if you lease your Lot

If you lease or licence your Lot, you must:

- (a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement; and
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave Panorama.

6. YOUR LOT

6.1 What are your general obligations?

You must:

- (a) keep your Lot clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which services your Lot (whether or not you made the installation or alteration);
- (c) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect insurance policies or premiums for insurances effected by the Owners Corporation. See by-law 25 ("Insurance premiums") for important information about increasing and paying for insurance premiums;
- (d) notify the Building Management Committee if you change the existing use of your Lot in a way which may affect its insurance policies or premiums. See by-law 25 ("Insurance premiums"); and
- (e) at your expense, comply with all laws about your Lot including, without limitation, requirements of Government Agencies.

6.2 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) carry out Building Works;
- (b) keep anything in your Lot which is visible from outside the Lot and is not in keeping with the appearance of Panorama;
- (c) attach or hang an aerial or wires outside your Lot or Panorama.

6.3 Floor coverings

If you are an Owner, you must keep the floors in your Apartment covered or treated to stop the transmission of noise which might unreasonably disturb another Owner or Occupier.

6.4 Changing floor coverings

You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

6.5 Cleaning windows

Subject to by-law 6.6 ("Rights of the Owners Corporation to clean windows"), you must clean the glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the glass in windows or doors that you cannot access safely.

6.6 Rights of the Owners Corporation to clean windows

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Panorama. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.5 ("Cleaning windows") for the period the Owners Corporation resolves to clean the glass.

6.7 Drying your laundry

You must not hang laundry, bedding or other articles on the Balcony or courtyard of your Apartment or in an area that is visible from outside your Apartment.

6.8 Right of owners corporation to enter your Lot

In addition to its rights under by-law 29 ("Failure to comply with by-laws"), the Owners Corporation has the right to enter your Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the *Management Act*.

6.9 Right of the building management committee to enter your Lot

The Owners Corporation authorises the Building Management Committee to exercise its right to enter your Lot to operate, inspect, test, treat, use, maintain, repair or replace those items of Common Property in your Lot (or which are accessible through your Lot) which are Shared Facilities. The procedures with which the Building Management Committee must comply when it exercises this right are in the Strata Management Statement.

7. THE BALCONY OF YOUR APARTMENT

7.1 What may you keep on a Balcony?

You may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Apartment if:

- (a) it is a type approved by the Owners Corporation;
- (b) it is a standard commensurate with the standard of Panorama;
- (c) it will not (or is not likely to) cause damage;
- (d) it is not (or is not likely to become) dangerous.

You must not keep any other items on the Balcony of your Apartment except with the prior consent of the Owners Corporation.

7.2 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Apartment that are not Common Property.

7.3 Enclosing a Balcony

Subject to the Strata Management Statement, you must have consent from the Owners Corporation and Government Agencies to enclose the Balcony of your Apartment.

8. STORING AND OPERATING A BARBEQUE

8.1 What are your rights and obligations?

You may store and operate a portable barbeque on the Balcony or Courtyard of your Apartment if:

- (a) it is a type approved under by-law 8.2 ("Types of portable barbeques");
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) you keep it covered when you are not operating it;
- (e) you keep it clean and tidy; and
- (f) you comply with this by-law.

8.2 Types of portable barbeques

You may store and operate the following types of portable barbeques on the Balcony or Courtyard of your Apartment:

- (a) a covered kettle style portable barbeque;
- (b) a covered gas or electric portable barbeque; or
- (c) any other type approved by the Owners Corporation.

You may not store or operate a portable barbeque on the Balcony or Courtyard of your Apartment if that portable barbeque has no cover.

8.3 Operating a portable barbeque

You may only operate your barbeque during the hours of 9:00am and 9:00pm (or during other hours approved by the Owners Corporation).

8.4 What if your barbeque interferes with someone else?

When you use a barbeque, you must not create smoke, odours or noise which interferes unreasonably with another Owner or Occupier.

9. KEEPING AN ANIMAL

9.1 What animals may you keep?

Subject to by-law 9.2 ("Guide or hearing dogs or other animals for a disability"), you may keep an animal in your Apartment with the Owners Corporation's consent, which cannot unreasonably be withheld. The Owners Corporation impose conditions if it gives you consent to keep an animal according to this by-law.

9.2 Guide or hearing dogs or other animals for a disability

You may keep in your Apartment a guide dog or hearing dog or other animal trained to assist to alleviate the effect of a disability if you need the dog or other animal because of a visual disability, hearing disability or other disability.

9.3 How you must keep your animal

If you are permitted to keep an animal under by-law 9.1 ("What animals may you keep?"), you must:

- (a) control and restrain your animal (eg by keeping it on a leash, carrying or restraining in an appropriate pet cage) on Common Property;
- (b) clean and remove any mess left by your animal on Common Property;
- (c) ensure that your animal is registered as a "companion animal" under the *Companion Animals Act 1998 (NSW)* (if required) and comply with *Companion Animals Act 1998 (NSW)*;
- (d) ensure that your animal does not wander into another Apartment or Common Property;
- (e) comply with any conditions imposed by the Owners Corporation in giving consent; and
- (f) ensure that your animal does not disturb any other Owners and Occupiers.

9.4 Your visitors

You must not allow your visitors to bring animals into Panorama unless the animals are guide dogs or hearing dogs or other animal trained to assist to alleviate the effect of a disability if your visitors need the dog or other animal because of a visual disability, hearing disability or other disability.

9.5 Animal may be removed

The Owners Corporation may order the removal of an animal from Panorama if:

- (a) the animal is unreasonably disturbing other Owners and Occupiers;
- (b) you do not comply with this by-law 9, the *Companion Animals Act 1998 (NSW)* or a condition made by the Owners Corporation when it gave you consent to keep the animal;
- (c) the animal becomes offensive, vicious, aggressive, noisy or a nuisance; or
- (d) if you keep a dog, your dog is declared a "dangerous dog" under the *Companion Animals Act 1998 (NSW)*.

10. ERECTING A SIGN

10.1 Signs in Apartments

The Architectural Code prohibits an Owner or an Occupier of an Apartment from erecting a sign in your Apartment or on Common Property. In addition, you must not erect a sign in any other part of your Lot.

10.2 Obligations of the owners corporation

The Owners Corporation must comply with the Strata Management Statement if it proposes to erect a sign on Common Property.

10.3 The Developer

While the Developer is an Owner, the Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in a Lot which the Developer owns or leases.

11. FIRE CONTROL

11.1 What are your obligations?

You may keep flammable materials in your Apartment only if you:

- (a) use them in connection with the lawful use of your Apartment; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

You and the Owners Corporation must comply with laws about fire control.

11.2 Restrictions about fire safety

You must not:

- (a) keep flammable materials on Common Property;
- (b) interfere with fire safety equipment;
- (c) obstruct fire stairs or fire escapes; or
- (d) keep flammable materials in the carspace of your Lot.

12. MOVING AND DELIVERING STOCK, FURNITURE AND GOODS

12.1 Moving in

You must make arrangements with the Owners Corporation and Facilities Manager at least 48 hours before you move in to or out of Panorama or move large articles (eg furniture) through Common Property. Shorter notice may be required if you need to use the Loading Dock (refer to clause 63 ("Using the Loading Dock Area") in the Strata Management Statement).

12.2 What are your obligations?

When you take deliveries or move furniture or goods through Panorama (including the delivery of stocks and goods), you must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
- (b) only do so within the permitted hours as determined by the Owners Corporation from time to time;
- (c) comply with the Strata Management Statement if you need to use the Loading Dock;

- (d) repair any damage you (or the person making the delivery) cause to Common Property or Pacific Square; and
- (e) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property or Pacific Square.

12.3 Role of the Caretaker

The Owners Corporation may appoint the Caretaker to assist it to perform its functions under this by-law. If this happens, you must:

- (a) make arrangements with the Caretaker when you move in or out of Panorama; and
- (b) comply with the reasonable requirements of the Caretaker when you take deliveries or move furniture or goods through Panorama.

12.4 Use of the Loading Dock

The Loading Dock at Pacific Square is a Shared Facility. Use of the Loading Dock is controlled by the Building Management Committee. You must comply with the Strata Management Statement if you propose to use the Loading Dock, including any requirement to:

- (a) make a reservation with the Building Management Committee (or the Facilities Manager if so directed by the Building Management Committee); and
- (b) comply with the reasonable requirements of the Facilities Manager; and
- (c) only use the Loading Dock within the permitted hours as determined by the Building Management Committee or within the timeslot reserved to you.

Your obligations in this by-law are in addition to your obligations in the Strata Management Statement.

13. PARKING ON COMMON PROPERTY

Subject to your rights under the Strata Management Statement, you must:

- (a) have consent from the Owners Corporation to park or stand a vehicle on Common Property;
- (b) not park or stand a vehicle on Shared Facility accessways within Pacific Square.

You must not permit your visitors to park or stand a vehicle on any areas within Pacific Square other than in the Retail Carpark.

14. CONTROLLING TRAFFIC IN COMMON PROPERTY

Subject to the Strata Management Statement, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property;
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas;
- (c) install speed humps and other traffic control devices in Common Property;
- (d) install signs about parking; and

- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving Panorama.

15. HOW TO DISPOSE OF YOUR GARBAGE

15.1 Strata Management Statement

Clause 61 ("Residential Garbage Storage and Removal") of the Strata Management Statement sets out obligations of the Owners Corporation, Owners and Occupiers about the disposal, storage and removal of residential garbage. You and the Owners Corporation must comply with clause 61 ("Residential Garbage Storage and Removal") of the Strata Management Statement.

15.2 General obligations

In addition to your obligations in the Strata Management Statement, you must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in the Common Property garbage chute room according to the Strata Management Statement); or
- (b) in an area of your Lot which is visible from outside your Lot.

15.3 What are your obligations?

You must:

- (a) drain and securely wrap your household garbage and put it in the garbage chute on your level of Panorama;
- (b) drain and clean bottles and make sure they are not broken before you place them in the area in the Common Property garbage chute room designated by the Owners Corporation for that purpose;
- (c) recycle your garbage according to instructions from the Owners Corporation, Building Management Committee and Council; and
- (d) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

15.4 Rules for using garbage chutes

You must not:

- (a) put bottles or glass in a garbage chute;
- (b) put liquids in a garbage chute;
- (c) put items that weigh more than 2.5 kilograms in a garbage chute; or
- (d) put boxes or large items in a garbage chute that might block it.

15.5 Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

16. CARRYING OUT BUILDING WORKS

16.1 When do you need consent?

Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works. The Owners Corporation consent may include conditions.

The Architectural Code also regulates proposed Building Works which affect Common Property, Shared Facilities and the External Appearance of Panorama and Pacific Square generally. If the proposed Building Works or other works affect Common Property, Shared Facilities or the External Appearance of Panorama, you must also obtain all necessary consents under the Architectural Code before you carry out the works.

16.2 When is consent not necessary?

You do not need consent from the Owners Corporation under this by-law to:

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 10.3 ("The Developer");
- (b) alter or remove an Inter-Tenancy Wall according to by-law 17 ("Inter-Tenancy Walls"); or
- (c) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.
- (d) However, you must comply with by-laws 16.3 ("Procedures before you carry out Building Works") to 16.5 ("Making arrangements with the Owners Corporation") when you erect the sign or carry out the Building Works.

16.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation (unless exempted under by-law 16.2 ("When is consent not necessary?") and Government Agencies;
- (b) obtain necessary consents from the Building Management Committee and under the Architectural Code;
- (c) find out where service lines and pipes are located;
- (d) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services; and
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works.

16.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation;

- (c) repair and damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier;
- (d) comply with any conditions of the Owners Corporation attached to its approval; and
- (e) comply with any conditions of the Building Management Committee attached to its approval.

16.5 Making arrangements with the Owners Corporation

Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access Panorama for purposes associated with those Building Works; and
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Panorama; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access Panorama.

16.6 Role of the Facilities Manager

The Owners Corporation may authorise the Caretaker or the Facilities Manager or both to review and make recommendations about applications for Building Works. The Owners Corporation may take those recommendations into account when it assesses an application.

17. INTER-TENANCY WALLS

17.1 When may you alter or remove an Inter-Tenancy Wall?

Subject to this by-law, you may alter or remove an Inter-Tenancy Wall if:

- (a) you own the Lots separated by the Inter-Tenancy Wall or you have the consent of the owner of the adjoining Lot;
- (b) it is not a structural wall;
- (c) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Lots (including services to those Lots); and
- (d) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Tenancy Wall.

17.2 What consents are necessary?

You do not need consent from the Owners Corporation to alter or remove an Inter-Tenancy Wall provided that you comply with the requirements of by-law 17.1 ("When may you alter or remove an Inter-Tenancy Wall?"). However, you must obtain all necessary consents from Government Agencies before you alter or remove an Inter-Tenancy Wall.

17.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an Inter-Tenancy Wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 17.1 ("When may you alter or remove an Inter-Tenancy Wall?");
- (b) if appropriate, comply with section 14 of the *Development Act* and lodge any necessary building alteration plan with the Registrar-General;
- (c) comply with by-laws 16.3 ("Procedures before you carry out Building Works") to 16.5 ("Making arrangements with the Owners Corporation"); and
- (d) acknowledge for yourself and future Owners of your Lot that the Owners Corporation does not have to reinstate the Inter-Tenancy Wall.

18. AGREEMENT WITH THE CARETAKER

18.1 Purpose of the agreement

In addition to its powers under the *Management Act*, the Owners Corporation has the power to appoint and enter into agreements with a Caretaker to provide management and operational services for Panorama. The Caretaker may be (but does not have to be) the same person appointed as the Facilities Manager by the Building Management Committee.

18.2 Initial Period

The Owners Corporation may enter into agreements with a Caretaker during the Initial Period. If the Owners Corporation enters into an agreement with a Caretaker during the Initial Period:

- (a) the term of the agreement may be for any period permitted by law; and
- (b) the remuneration of the Caretaker under the agreement may be for the amount determined by the Owners Corporation (acting reasonably).

18.3 Delegation of functions

Unless permitted to do so by law, the Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Caretaker.

18.4 What provisions must be included in an agreement?

If permitted by law, an agreement between the Owners Corporation and a Caretaker must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Caretaker does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Caretaker to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

18.5 Duties of the Caretaker

The duties of a Caretaker under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property;

- (b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee);
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) arranging for the inspection and certification of plant and equipment as required by the law;
- (e) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (f) co-ordinating the carrying out of Building Works;
- (g) managing the Security Key system and providing Security Keys according to the by-laws (other than performing functions of the Building Management Committee);
- (h) providing services to the Owners Corporation, Owners and Occupiers;
- (i) supervising employees and contractors of the Owners Corporation;
- (j) supervising Panorama generally; and
- (k) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Panorama.

18.6 Agreements after the Initial Period

The Owners Corporation may, in its own right, enter into an agreement with the Caretaker from the date of the first annual general meeting of the Owners Corporation for a term of up to five years. The agreements may have provisions about the rights of the Caretaker to assign the agreement. The remuneration for the Caretaker is at the discretion of the Owners Corporation and the parties to the agreement.

18.7 Facilities Manager

The Owners Corporation must not appoint the Caretaker to perform functions which are (or will be) performed by the Facilities Manager appointed by the Building Management Committee.

19. AGREEMENT WITH THE FACILITIES MANAGER

19.1 Purpose of the agreement

In addition to its powers under the *Management Act*, the Owners Corporation has the power in its capacity as a member of the Building Management Committee to appoint and enter into agreements with the Facilities Manager to provide management and operational services for Pacific Square.

19.2 Terms of the agreement

The terms of the agreements the Owners Corporation enters into or becomes a party to under this by-law must comply with the Strata Management Statement.

19.3 Duties

The duties of the Facilities Manager are specified in the Strata Management Statement.

19.4 Power of Attorney

In addition to its powers under the *Management Act*, the Owners Corporation has the power to grant to the Facilities Manager a power of attorney which enables the Facilities Manager to sign on behalf of the Owners Corporation a further agreement with the Facilities Manager when new parties become members of the Building Management Committee.

20. BUILDING MANAGEMENT AND YOU

You must not:

- (a) interfere with or stop the Facilities Manager or Strata Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation or the Building Management Committee; or
- (b) interfere with or stop the Facilities Manager or Strata Manager using Common Property that the Owners Corporation permits them to use.

21. LICENCES

21.1 Powers of the Owners Corporation

If permitted by law, in addition to its powers under the *Management Act*, the Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

21.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law may include provisions about, but need not be limited to:

- (a) payments under the licence;
- (b) the term of the licence;
- (c) the permitted uses of the licensed areas;
- (d) the maximum number of persons allowed in the licensed area;
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

22. SPECIAL PRIVILEGE TO INSTALL AN AIRCONDITIONING UNIT

22.1 Exclusive use by-law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot. By-laws 2.4 ("Occupiers may exercise rights") to 2.8 ("Additional insurances") apply to this Exclusive Use By-Law.

22.2 Special privilege rights

Subject to obtaining the prior approval of the Owners Corporation, and complying with the Architectural Code, the Owner of each Lot has, at their cost, the special privilege to:

- (a) install and keep an Airconditioning Unit (of a type approved by the Owners Corporation) on the Balcony of their Apartment in an area which is not visible from outside their Apartment; and
- (b) install an internal airconditioning unit to a wall within their Apartment; and
- (c) make minor alterations to Common Property to enable the installation and connection of the internal airconditioning unit to the Airconditioning Unit located on the Balcony; and
- (d) connect the Airconditioning Unit to electricity and water services forming part of Common Property.

22.3 Obligations of the Owners Corporation

The Owners Corporation must:

- (a) when requested by an Owner, consider an application for approval as to the type of Airconditioning Unit proposed to be installed in the Apartment; and
- (b) when considering an application, take into consideration:
 - (i) any Standing Approval about air conditioners for Apartments in force under the Architectural Code from time to time; and
 - (ii) the impact of the proposed type of Airconditioning Unit on the Common Property electricity and water services; and
 - (iii) the noise emission levels of the proposed type of Airconditioning Unit and compliance with the Architectural Code (including acoustic standards); and
- (c) not unreasonably withhold their approval to an application; and
- (d) carry out structural maintenance and repairs to the Common Property areas the subject of this by-law.

22.4 What are your obligations?

You must, at your cost:

- (a) if there is no Standing Approval in force relating to the type of Airconditioning Unit permitted, obtain the approval of the Owners Corporation and the Building Management Committee to the type of Airconditioning Unit to be installed in your Apartment prior to the installation; and
- (b) operate, maintain and repair your Airconditioning Unit in accordance with manufacturer's specifications; and
- (c) maintain, repair and, where necessary, replace those parts of Common Property where your Airconditioning Unit (or any part of it) is fitted and installed (excluding any structural maintenance and repairs); and
- (d) fire proof any penetration of the Common Property walls or slabs to meet the Australian fire standards required for the building in Panorama; and
- (e) use contractors approved by the Owners Corporation to maintain, repair and replace the Airconditioning Unit and those parts of Common Property where your Airconditioning Unit (or any part of it) is fitted and installed; and

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(f) comply with requirements of Government Agencies about airconditioning services.

22.5 Owners Corporation costs

You must contribute towards the costs of the Owners Corporation under this Exclusive Use By-Law in shares proportional to the unit entitlement of your Apartment.

23. SPECIAL PRIVILEGE FOR USE OF CARSPACE

23.1 Exclusive use by-law

This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of Lot 43.

23.2 Interpreting this by-law

In this Exclusive Use By-Law:

- (a) **"Carspace"** means the carspace forming part of the common property in strata plan no. 74405 in respect of which the Owners Corporation has rights and obligations as set out in the "Easement for carparking variable width" created by the Instrument;
- (b) **"Instrument"** means the instrument under section 88B of the *Conveyancing Act 1919* (NSW) which accompanied strata plan no. 74405 (subject to any variations registered on the title folio for the Common Property from time to time);
- (c) **"Northerly CP"** means the common property (as that term is defined in the *Development Act*) in strata plan no. 74405; and
- (d) **"you"** means the Owner of Lot 43.

23.3 Special privilege rights

You have the special privilege to use the Carspace in accordance with the Instrument and the reasonable directions and requirements of the Owners Corporation.

You may obtain a copy of the Instrument from the Strata Manager, at your cost.

23.4 What are your obligations?

When exercising your rights under this Exclusive Use By-Law, you must:

- (a) access the Carspace by the most direct route;
- (b) immediately remove anything you spill on the Carspace or on Northerly CP and clean the affected area;
- (c) comply with the obligations imposed on the Owners Corporation Instrument as if you were the "grantee" under the Instrument (excluding any structural maintenance and repairs); and
- (d) not do (or allow anything to be done) that would cause the Owners Corporation to breach the terms of the Instrument.

23.5 Obligations of the Owners Corporation

The Owners Corporation must provide you with any Security Keys (or other devices) necessary to gain access to the Carspace.

23.6 Indemnity

- (a) You indemnify the Owners Corporation against all claims and liabilities caused by exercising rights or complying with obligations under this Exclusive Use By-Law including, but not limited to, any claim or liability resulting from a breach of the Instrument.

23.7 Access by the Owners Corporation

- (a) You must give the Owners Corporation access to the Carspace to allow the Owners Corporation to exercise its rights and comply with its obligations under the Instrument. Except in an emergency, the Owners Corporation must provide you with reasonable notice before it exercises its rights under this Exclusive Use By-Law; and
- (b) If required in accordance with the terms of the Instrument, you must give the owners corporation for strata scheme no. 74405 access to the Carspace.

24. DAMAGE TO COMMON PROPERTY

24.1 What are your obligations?

Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in Panorama on your behalf.

24.2 When will you need consent from the Owners Corporation?

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property;
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

25. INSURANCE PREMIUMS

25.1 Consent from the Owners Corporation

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

25.2 Payments for increased premiums

If the Owners Corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

25.3 Requirements under the Strata Management Statement

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

26. SECURITY AT PANORAMA

26.1 Strata Management Statement and restrictions on the rights of the Owners Corporation

The Strata Management Statement regulates security and the provision of Security Keys for Panorama and Pacific Square generally. The rights and obligations of the Owners Corporation, Owners and Occupiers in this by-law are subject to the Strata Management Statement and Easements. In particular, the Owners Corporation must not do anything that would restrict access to:

- (a) Shared Facilities which Owners and Occupiers in Pacific Square are entitled to use under the Strata Management Statement; or
- (b) Common Property the subject of Easements.

26.2 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into Panorama; and
- (b) prevent fires and other hazards.

The Owners Corporation must comply with:

- (c) the Strata Management Statement; and
- (d) the reasonable instructions of the Building Management Committee about Security Keys and, in particular, instructions about re-coding and returning Security Keys.

26.3 Installation of security equipment

Subject to this by-law, in addition to its powers under the *Management Act*, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Panorama. In doing so, the Owners Corporation must not interfere with the integrated Security System which is a Shared Facility managed by the Building Management Committee in accordance with the Strata Management Statement.

26.4 Restricting access to Common Property

Subject to this by-law, in addition to its powers under the *Management Act*, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key your access to levels in Panorama where you do not own or occupy a Lot or have a right to use under an Exclusive Use By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of Panorama. The Owners Corporation may exclude you from using these parts of Common Property; and

- (d) make agreements with another party (eg the Facilities Manager) to exercise its functions under this by-law. The agreements may have provisions requiring Owners to pay the other party an administration fee.

26.5 Providing owners and occupiers with security keys

The Building Management Committee is responsible to provide Security Keys for Panorama. The Building Management Committee may charge you a fee or bond if you want extra or replacement Security Keys.

26.6 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Building Management Committee and the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) comply with the Strata Management Statement about security and Security Keys and, in particular, take all reasonable steps not to lose Security Keys; and
- (c) comply with the requirements of the Strata Management Statement about leasing your Lot; and
- (d) not with security equipment or do (or allow anyone to do) anything that is prohibited in the Strata Management Statement; and
- (e) take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

26.7 Restrictions on exercising rights

Subject to the Strata Management Statement, the Owners Corporation must not:

- (a) shut down or interfere with the integrated security system for Pacific Square; or
- (b) restrict access to parts of Common Property which are Shared Facilities.

27. RULES

27.1 Powers of the Owners Corporation

In addition to its powers under the *Management Act*, the Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of Panorama and, in particular, the use of Common Property.

The Owners Corporation may add to or change the Rules at any time.

27.2 What are your obligations?

You must comply with the Rules.

27.3 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

27.4 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

28. HOW ARE CONSENTS GIVEN?

28.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or the Executive Committee at a meeting of the Executive Committee.
- (b) the Executive Committee at a meeting of the Executive Committee.

28.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

28.3 Can consent be revoked?

The Owners Corporation or the Executive Committee may revoke their consent if you do not comply with:

- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

29. FAILURE TO COMPLY WITH BY LAWS

29.1 Powers of the Owners Corporation

The powers of the Owners Corporation under this by-law are in addition to those that it has under the *Management Act*.

29.2 What can the Owners Corporation do?

The Owners Corporation may do anything on your Lot that you should have done under the *Management Act* or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

29.3 Procedures

The Owners Corporation must give you a written notice specifying when it will enter your Lot to do the work. You must:

- (a) give the Owners Corporation (or persons authorised by it) access to your Lot according to the notice and at your cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

29.4 Recovering money

The Owners Corporation may recover any money you owe it under the bylaws as a debt.

30. APPLICATIONS AND COMPLAINTS

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.

31. INTERPRETATION

31.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

- (a) **Airconditioning Unit** means a split system air conditioner which exclusively services an Apartment. It includes, without limitation, all condenser and package units, cables, conduits, pipes and wires which form part of the split system airconditioning which may be installed in an Apartment subject to special privilege by-law 22 ("Special Privilege to install an Airconditioning Unit").
- (b) **Apartment** means an apartment in Panorama.
- (c) **Architectural Code** means the architectural code for Panorama and Pacific Square generally in the Strata Management Statement.
- (d) **Balcony** means a balcony in an Apartment.
- (e) **Building Management Committee** means the building management committee for Pacific Square established according to the *Development Act* and the Strata Management Statement.
- (f) **Building Works** mean works, alterations, additions, damage, removal, repairs or replacement of:
 - (i) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot. Common Property walls include windows and doors in those walls;
 - (ii) the structure of your Lot;
 - (iii) the internal walls inside your Lot (eg: a wall dividing two rooms in your Lot);
 - (iv) Common Property services; or
 - (v) services in Panorama, whether or not they are for the exclusive use of your Lot.
- (g) **Building Works** exclude:
 - (i) minor fit out works inside a Lot; and
 - (ii) minor works or alterations to the interior of Common Property walls in a Lot (eg hanging pictures or attaching items to those walls).
- (h) **Caretaker** means the caretaker appointed by the Owners Corporation according to by-law 18 ("Agreement with the Caretaker").
- (i) **Common Property** means common property (as that term is defined in the *Development Act*) in Panorama and personal property of the Owners Corporation. For the purposes of the by-laws, Common Property does not include Shared Facilities.
- (j) **Council** means the Randwick City Council.

- (k) **Developer** means:
 - (i) Clycut Pty Limited ABN 91 091 426 569; and
 - (ii) Alpine Hotels Pty Limited ACN 002 250 820,
 and successors or assigns.
- (l) **Development Act** means the *Strata Schemes (Freehold Development) Act 1973 (NSW)*.
- (m) **Easements** means an easement, positive covenant or restriction on use affecting Panorama (including any Lot or Common Property) or Pacific Square in effect from time to time.
- (n) **Executive Committee** means the executive committee of the Owners Corporation.
- (o) **Exclusive Use By-Law** means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the *Management Act*.
- (p) **External Appearance** the appearance of any external surface of a Lot or Common Property which is visible from outside a Lot or Panorama.
- (q) **Facilities Manager** means the person appointed by the Building Management Committee to provide management, operational and other services for Pacific Square.
- (r) **Government Agency** means a governmental or semi-governmental administrative, fiscal or judicial department or entity.
- (s) **Initial Period** has the same meaning as it does in the *Management Act*.
- (t) **Inter-Tenancy Wall** means a Common Property wall between two Lots. See by-law 17 about making alterations to or removing Inter-Tenancy Walls.
- (u) **Loading Dock** means the Shared Facility "loading dock areas" shown as SF11 on the Shared Facilities Plan and more fully described in schedule 1 in the Strata Management Statement.
- (v) **Lot** means a lot in Panorama.
- (w) **Management Act** means the *Strata Schemes Management Act 1996 (NSW)*.
- (x) **Occupier** means the occupier, lessee or licensee of a Lot.
- (y) **Owner** means:
 - (i) the owner for the time being of a Lot; and
 - (ii) if a Lot is subdivided or resubdivided, the owners for the time being of the new Lots; and
 - (iii) for an Exclusive Use By-Law, the owner(s) of the Lot(s) benefiting from the by-law; and
 - (iv) a mortgagee in possession of a Lot.

- (z) **Owners Corporation** means The Owners- Strata Plan No. 74790 constituted on registration of the Strata Plan.
- (aa) **Pacific Square** means the land and buildings comprised in Panorama and in lots 1, 2, 3, 4, 5, 6 and 8 in DP1071735 (and any other lots created upon further subdivision of those lots).
- (bb) **Panorama** means the strata scheme created on registration of the Strata Plan.
- (cc) **Representative** means a natural person appointed by the Executive Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee.
- (dd) **Retail Carpark** means the component in Pacific Square of that name as described in the Strata Management Statement.
- (ee) **Rules** mean Rules made by the Owners Corporation according to by-law 27 ("Rules").
- (ff) **Security Keys** means a key, magnetic card or other device or information used in Pacific Square and Panorama to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 26 ("Security at Panorama") for more information.
- (gg) **Shared Facilities** has the same meaning as it does in the Strata Management Statement.
- (hh) **Standing Approval** means the approvals granted by the Building Management Committee or an Owners Corporation according to clause 27 ("Approval process") of the Architectural Code.
- (ii) **Strata Management Statement** means the strata management statement for Pacific Square. The Strata Management Statement contains rights and obligations of the Owners Corporation and other members of the Building Management Committee in regard to the management and operation of Pacific Square. See by-law 3 ("Strata Management Statement") for more information.
- (jj) **Strata Manager** means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the *Management Act*. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.
- (kk) **Strata Plan** means strata plan no. SP74790.
- (ll) **Substitute Representative** means a natural person appointed by the Executive Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee if the Representative cannot attend.
- (mm) **Swimming Pool and Gym** has the same meaning as it does in the Strata Management Statement.

31.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) (*Management Act*) words that this by-law does not explain have the same meaning as they do in the *Management Act*; and
- (b) (you) the word "you" means an Owner or Occupier; and

- (c) (by-laws) a by-law is a reference to the by-laws and Exclusive Use By-Laws under the *Management Act* which are in force for Panorama; and
- (d) (variations or replacement) a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) (reference to statutes) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) (person) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) (executors, administrators, successors) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) (singular includes plural) the singular includes the plural and vice versa; and
- (i) (meaning not limited) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

31.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

31.4 Severability

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

31.5 Discretion in exercising rights

The Owners Corporation and the Executive Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

31.6 Partial exercise of rights

If the Owners Corporation, Executive Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

31.7 Remedies cumulative

The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

32. SHORT TERM ACCOMMODATION (formerly special by-law 1 passed on 16 June 2016)

32.1 Definitions and Interpretation

In this by-law:

- (a) **Act** means the *Strata Schemes Management Act 1996 (NSW)*;
- (b) **Bedroom** means a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval;
- (c) **Council** means the Randwick City Council;
- (d) **DCP** means the Randwick Development Control Plan 2013;
- (e) **EPA Act** means the *Environmental Planning and Assessment Act 1979 (NSW)*;
- (f) **Law** means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, environmental planning instrument (as defined in the EPA Act), DCP, present or future and whether state, federal or otherwise;
- (g) **LEP** means the Randwick Local Environmental Plan 2012
- (h) **Lot** means all lots in Strata Plan 74790;
- (i) **Occupier** means the tenant, lessee, sub-lessee, licensee, sub-licensee or otherwise the occupier of a Lot (not being the owner of the Lot);
- (j) **Owner** means the owner of any Lot;
- (k) **Owners Corporation** means the owners corporation created by registration of strata plan 74790; **Parcel** means the land comprising the Lots and common property the subject of the Strata Scheme;
- (l) **Strata Scheme** means the strata scheme constituted on registration of strata plan 74790;
- (m) **Tourist and Visitor Accommodation** means a building or place that provides temporary or short-term accommodation on a commercial basis, and includes any of the following:
 - (i) backpackers' accommodation - "*a building or place that (i) provides temporary or short-term accommodation on a commercial basis, and (ii) has shared facilities, such as a communal bathroom, kitchen or laundry, and (iii) provides accommodation on a bed or dormitory-style basis (rather than by room)*" (as defined in the LEP);
 - (ii) bed and breakfast accommodation - "*an existing dwelling in which temporary or short-term accommodation is provided on a commercial basis by the permanent residents of the dwelling and where (i) meals are provided for guests only, and (ii) cooking facilities for the preparation of meals are not provided within guests' rooms, and (iii) dormitory-style accommodation is not provided*" (as defined in the LEP);
 - (iii) hotel or motel accommodation - "*a building or place (whether or not licensed premises under the Liquor Act 2007) that provides temporary or short-term accommodation on a commercial basis and that (i) comprises rooms or self-contained suites, and (ii) may provide meals to guests or the general public and facilities for the parking of guests' vehicles but does not include backpackers'*

accommodation, a boarding house, bed and breakfast accommodation or farm stay accommodation" (as defined in the LEP);

- (iv) serviced apartments - *"building (or part of a building) providing self-contained accommodation to tourists or visitors on a commercial basis and that is regularly serviced or cleaned by the owner or manager of the building or part of the building or the owner's or manager's agents"* (as defined in the LEP);

- (n) **Zone** means B2 - Local Centre.

In this by-law a word which denotes:

- (o) the singular includes plural and vice versa;
- (p) any gender includes the other genders;
- (q) any terms in the by-law will have the same meaning as those defined in the Act; and
- (r) references to legislation includes references to amending and replacing legislation.

32.2 Zoning requirements

- (a) The Strata Scheme is located within the Zone and, in the Zone:
 - (i) the LEP and DCP apply;
 - (ii) Tourist and Visitor Accommodation is not permitted without development consent from the Council pursuant to Part 4 of the EPA Act;
 - (iii) Council has the responsibility for enforcing the LEP, DCP and relevant provisions of the EPA Act.
- (b) If a Lot is used for Tourist and Visitor Accommodation in breach of the restrictions in the LEP, DCP and EPA Act:
 - (i) an Owner or Occupier may be prosecuted by Council and be liable for fines;
 - (ii) an Owner or Occupier may be restrained by a Court or Tribunal order from using the Lot for such purposes.

32.3 Prohibited use

- (a) An Owner or Occupier of a Lot must:
 - (i) not use their Lot for Tourist and Visitor Accommodation without first obtaining development consent from the Council;
 - (ii) only use their Lot for its approved use;
 - (iii) not use their Lot for any purpose that is prohibited or not permitted by Law;
 - (iv) not enter into an arrangement with an Occupier that involves occupation of the Lot for less than 3 months unless they have development consent from the Council to use the Lot for Tourist and Visitor Accommodation;
 - (v) not advertise, or cause another person to advertise, their Lot (or any other lot in the Strata Scheme) for use as Tourist or Visitor Accommodation unless they have consent from the Council to use the Lot (or Lots) for that purpose.

- (vi) not allow the number of adults who lodge, reside, occupy or sleep overnight in the Lot to be more than two persons per Bedroom;
- (vii) not permit more than two beds per Bedroom within the Lot (excluding cots and bassinets for children);
- (viii) not modify the internal lay-out of the Lot to create more bedrooms without the consent of the Owners Corporation and the Council.

32.4 Owners required to provide information

- (a) Without in any way limiting section 49(1) of the Act, where an Owner or an existing Occupier leases or sub-leases or licenses or sub-licenses a Lot (or any part of a Lot) to an Occupier, the Owner or sub-lessor or sub-licensor (as the case may be) of the Lot must notify the Owners Corporation prior to the respective Occupier occupying the Lot, for inclusion in the strata roll, information relating to the Occupier as follows:
 - (i) the full name of the Occupier;
 - (ii) the date of commencement of the occupation of the Lot by the Occupier;
 - (iii) the term of the occupation.
- (b) An Owner of a Lot, or where an existing Occupier leases or sub-leases or licenses or sub-licenses a Lot (or any part of a Lot) to an Occupier, the Owner or sub-lessor or sub-licensor (as the case may be) must provide details of all Occupiers residing in the respective Lot at any given time (including a copy of any lease, sub-lease, licence or sub-licence), to the Owners Corporation prior to the respective Occupier occupying the Lot and upon demand.
- (c) If an Occupier leases or sub-leases or sub-licenses a Lot (or any part of a Lot), the lessor, sub-lessor or sub-licensor (as the case may be) must provide to the Owners Corporation, prior to the respective lessee, sub-lessee or sub-licensee occupying the Lot, written consent signed by the Owner of the Lot to the lease, sub-lease or sub-licence and a copy of the lease, sub-lease or sub-licence with the lessee's, sub-lessees or sub-licensees name clearly identified.
- (d) An Owner or where an existing Occupier leases or sub-leases or licenses or sub-licenses a Lot (or any part of a Lot) to an Occupier, the Owner or sub-lessor or sub-licensor (as the case may be) must provide written confirmation to the Owners Corporation that an Occupier has vacated a Lot within 7 days after such vacation.

32.5 Recovery of costs

- (a) An Owner or Occupier must allow representatives of the Owners Corporation access to the Lot upon reasonable notice for the purposes of the Owners Corporation determining compliance with this by-law.
- (b) If an Owner or Occupier of a Lot fails to comply with any obligation under this by-law, then the Owners Corporation may:
 - (i) request in writing that the Owner or Occupier comply with the terms of it, or enforce it against any Owner or Occupier of the respective Lot (whichever is applicable), including taking the appropriate legal action;
 - (ii) notify Council of any breach by the Owner or Occupier of the LEP, DCP, EPA Act or this by-law so that it may take the appropriate action;
 - (iii) recover the cost (including any legal costs on an indemnity basis) of taking any action for breach of this by-law from the Owner or Occupier of a Lot as a debt and

such debt, if not paid at the end of one month after becoming due and payable will bear simple interest at the annual rate of 10% per annum (accrued daily) until paid;

- (iv) exercise its rights to enforce any other remedy that may be available.

33. MINOR RENOVATIONS (passed on 14 December 2017)

- (a) The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the *Strata Schemes Management Act 2015*) and of imposing conditions on such approval.
- (b) The owners corporation in like manner may revoke any such delegation.
- (c) The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.

34. BY-LAW LOT 122 – WORKS AND EXCLUSIVE USE (passed on 14 December 2017)

- (a) The owner of Lot 122 (the Lot) shall be conferred with the exclusive use in respect of the common property which is in contact with the works subject to the following conditions:
- (b) The owner of the Lot shall be responsible for the proper maintenance and the upkeep of the works and the common property in contact with the works.
- (c) The owner of the Lot shall be solely responsible for the costs of maintenance and upkeep of the works and the common property in contact with the works.
- (d) The works in this by-law means the erection of the additional structural wall and the installation of the hinged door as approved under DA/447/2016.

35. BY-LAW– SMOKE PENETRATION (Dealing AN303125)

- (a) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on common property.
- (b) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Special By-Law 1 – Prohibiting Storage of Items in Car Spaces (Added)

1 Introduction

- 1.1 This by-law prohibits you from storing any items in a car space in order to ensure that the car space is only used for the purpose of parking a motor vehicle, motorcycle, scooter or bicycle.
- 1.2 This by-law also requires you to ensure that any vehicle parked in your car space is parked wholly within the boundaries of that car space and does not encroach on another car space or the common property.

2 Definitions

In this by-law:

“**car space**” means a car space that is a lot or part of a lot or part of the common property;

“**common property**” means any part of the common property in the strata scheme;

“**item**” includes any goods or personal effects but does not include a vehicle;

“**lot**” means any lot in the strata scheme;

“**occupier**” means an occupier of a lot including a tenant;

“**owner**” means an owner of a lot;

“**store**” includes keep or retain;

“**vehicle**” means a motor vehicle, motorcycle or scooter and, for the purpose of this by-law, includes a bicycle;

“**you**” means an owner or occupier.

3 Prohibiting Storing of Items in Car Spaces

- 3.1 You must not store any item in a car space.
- 3.2 You must not permit any other person to store any item in a car space.

4 Use of Car Spaces

- 4.1 You must only use a car space for the purpose of parking a vehicle in the car space and to get to and from that vehicle.
- 4.2 You must not permit any other person to use a car space for any purpose other than for the purpose of parking a vehicle in the car space and to get to and from that vehicle.

5 Parking in Car Spaces

- 5.1 You must ensure that any vehicle that is parked in your car space is parked wholly within the boundaries of the car space and does not encroach on another car space or any part of the common property.
- 5.2 You must not permit any other person to park a vehicle in your car space in a manner that encroaches onto another car space or any part of the common property.

6 Cleanliness of Car Spaces

- 6.1 You must keep your car space clean, neat and tidy and, where necessary, remove any grease or oil stains from the floor of your car space.
- 6.2 If you are an owner and you lease your lot, you must take all reasonable steps to ensure that the tenant of your lot keeps your car space clean, neat and tidy and, where necessary, removes any grease or oil stains from the floor of your car space.

7 Responsibility for Others

- 7.1 If you are an owner and you lease your lot, you must take all reasonable steps to ensure that the tenant of your lot complies with this by-law.
- 7.2 You must take all reasonable steps to ensure that any person for whom you are responsible such as your invitee complies with this by-law as if it were binding on them.

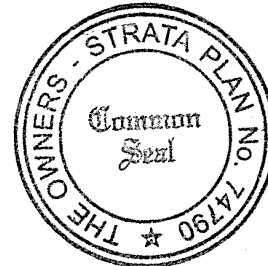
THIS IS THE FINAL PAGE OF ANNEXURE "A" TO THE CONSOLIDATION/CHANGE OF BY-LAWS FOR STATA PLAN NO. 74790

The seal of The Owners - Strata Plan No. 74790 was affixed on 28/06/2022 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: M. Wickley

Name(s): Maxine Wickley

Authority: Strata Managing Agent



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

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) TORRENS TITLE	For the common property CP/SP74790				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box</td><td>Name Company JS Mueller & Co. Address Level 1, 240 Princes Highway ARNCLIFFE NSW 2205 E-mail jsmreception@muellers.com.au Contact Number 9562 1266 Customer Account Number Reference ASM:40354</td></tr></table>	Document Collection Box	Name Company JS Mueller & Co. Address Level 1, 240 Princes Highway ARNCLIFFE NSW 2205 E-mail jsmreception@muellers.com.au Contact Number 9562 1266 Customer Account Number Reference ASM:40354	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box	Name Company JS Mueller & Co. Address Level 1, 240 Princes Highway ARNCLIFFE NSW 2205 E-mail jsmreception@muellers.com.au Contact Number 9562 1266 Customer Account Number Reference ASM:40354				
CODE CH					

- (C) The Owner-Strata Plan No. 74790 certify that a special resolution was passed on 14/3/2022
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. Not Applicable
- Added by-law No. Special By-Law 1
- Amended by-law No. Not Applicable
- as fully set out below :

See Annexure "A" hereto

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 74790 was affixed on 28/06/2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :

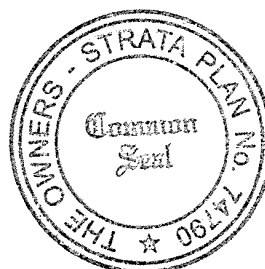
Name :

Authority :

Signature :

Name :

Authority :



BY LAW
STRATA SCHEMES MANAGEMENT ACT (1996)
RESIDENTIAL SCHEMES

1 NOISE

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

2 VEHICLES

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

3 OBSTRUCTION OF COMMON PROPERTY

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

4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must, except with the written approval of the Owners Corporation:

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

5 DAMAGE TO COMMON PROPERTY

(1) An owner or occupier of a lot must not mark, paint, drive nails or screw or the like, into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the Owners' Corporation.

(2) An approval given by the Owners Corporation under subclause (1) cannot authorize any additions to the common property.

3) This by-law does not prevent an owner or person authorized by an owner from installing:

- a) any locking safety device for the protection of the owner's lot against intruders or to improve safety within the owner's lot; or
 - b) any screen or other device to prevent entry of animals or insects on the lot; or
 - c) any structure or device to prevent harm to children, or
 - d) any device used to affix decorative items to the internal surfaces of the walls in the owner's lot.
- 4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper

manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5) Despite section 62, the owner of a lot must:

a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and

b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device or structure referred to in sub clause (3) that forms part of the common property and that services the lot.

6 BEHAVIOUR OF OWNERS AND OCCUPIERS

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

7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

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

8 BEHAVIOUR OF INVITEES

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

9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material except with the written approval of the Owners Corporation.

10 DRYING OF LAUNDRY ITEMS

An owner or an occupier of a lot must not, except with the written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel, in such a way as to be visible from outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

11 CLEANING WINDOWS AND DOORS

1) An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property, unless:

a) the owners corporation resolves that it will keep the glass or specified part of the glass clean; or

b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

2) If any glass is not required to be kept clean by the owner or occupier of a lot because of sub clause (1), the Owners Corporation must keep that glass clean.

12 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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

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

BY LAWS

STRATA SCHEMES MANAGEMENT ACT (1996) RESIDENTIAL SCHEMES

13 MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

- 1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- 2) An Owners Corporation may resolve that furniture or large objects are to be transported through or on common property (whether in the building or not) in a specified manner.
- 3) If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14 FLOOR COVERINGS

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

15 GARBAGE DISPOSAL

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

OPTION A

An owner or an occupier of a lot in a strata scheme that does not have shared receptacles for garbage and recyclable materials or waste:

- a) must maintain such receptacles within the lot, or on such part of the common property as may be authorized by the Owners Corporation, in clean and dry condition and adequately covered, and
- b) must ensure that before refuse and recyclable materials or waste are placed in the receptacles it is in the case of refuse securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable materials or waste separated and prepared in accordance with the applicable recycling guidelines, and

- c) for the purpose of having the garbage and recyclable materials or waste

collected, must place the receptacles within an area designed for that purpose by the Owners' Corporation and at a time which garbage and recyclable materials or waste is normally collected, and

- d) when the garbage and recyclable materials or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
- e) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that lot owner or occupier, and
- f) must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as necessary to clean the area within which that thing was spilled.

OPTION B

An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage and recyclable materials or waste:

- a) must ensure that before refuse and recyclable materials or waste are placed in the receptacles it is in the case of refuse securely wrapped or, in the case of tins or other containers, completely drained, or in the case of recyclable materials or waste separated and prepared in accordance with the applicable recycling guidelines, and

- b) must promptly remove any thing which the owner or occupier may have spilled in the area of the receptacles and must take action as may be necessary to clean the area within which that thing was spilled.

16 KEEPING OF ANIMALS

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

OPTION A:

- 1) Subject to section 49 (4), an owner or an occupier of a lot must not, without the written approval of the Owners Corporation, keep any animal (except fish kept in a secure

aquarium on the lot) on the lot or the common property.

- 2) The Owners' Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

OPTION B:

- 1) subject to section 49(4), an owner or occupier of a lot must not, without the written approval of the Owners' Corporation, keep any animal (except a small cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

- 2) The Owners' Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

- 3) If an owner or occupier of the lot keeps a small cat, small dog, or a small caged bird on the lot then the owner or occupier must:

- a) notify the Owners' Corporation that the animal is being kept on the lot, and
- b) keep the animal within the lot, and
- c) carry the animal when it is on common property, and
- d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

17 APPEARANCE OF THE LOT

- 1) The owner or occupier of a lot must not, without the written approval of the Owners' Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not keeping with the rest of the building.

- 2) This by-law does not apply to the hanging of washing, towel, bedding, clothing or other articles referred to in by law 10.

18 NOTICE - BOARD

An Owners' Corporation must cause a notice-board to be affixed to some part of the common property.

19 CHANGE IN USE OF A LOT TO BE NOTIFIED

An occupier of a lot must notify the Owners' Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purpose rather than residential purposes).

PLANNING CERTIFICATE

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Gosal Conveyancing
13 Willunga Pl
WEST PENNANT HILLS NSW 2125

Description of land: Lot 59 SP 74790

Address: 416/1 Bruce Bennetts Place, MAROUBRA NSW 2035

Date of Certificate: 12 April 2023

Certificate No: 65391

Receipt No: 5188399

Amount: \$62.00

Reference: SUMAN GILL:75610

This planning certificate should be read in conjunction with the **Randwick City Council Local Environmental Plan 2012**. This is available on the NSW Legislation website at <https://www.legislation.nsw.gov.au/#/view/EPI/2013/36>

The land to which this planning certificate relates, being the lot or one of the lots described in the application made for this certificate, is shown in the Council's record as being situated at the "Address" stated above. The legal "description of land" (by lot(s) and DP/SP numbers) is obtained from NSW Land Registry Services. It is the responsibility of the applicant to enquire and confirm with NSW Land Registry Services the accuracy of the lot(s) and DP/SP numbers pertaining to the land for which application is made for the certificate.

There is more information about some property conditions than is included on this property certificate.

*If this case, after the condition text, there is a URL and a square bar code or 'QR code' which provides the address of a page on the Randwick City Council website.
You will need internet access and either:*

1. **Download a QR code scanner** app to your phone and scan the QR code
or
2. **Type the URL** into your internet browser



INFORMATION PROVIDED UNDER SECTION 10.7 (2)

In accordance with the requirements of section 10.7 of the Environmental Planning and Assessment Act 1979 and Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (as amended), the following prescribed matters relate to the land as at the date of this certificate. The information provided in reference to the prescribed matters has been obtained from Council's records and/or from other authorities/government department. The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate. Council provides the information in good faith but disclaims all liability for any omission or inaccuracy. Please contact Council's Strategic Planning team on 1300 722 542 for further information about this Planning Certificate.

1 Names of relevant planning instruments and DCPs

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

State Environmental Planning Policies (SEPPs)

- | | |
|--|--|
| • Biodiversity and Conservation SEPP 2021 | - Chapter 2 – Vegetation in non-rural areas |
| • Biodiversity and Conservation SEPP 2021 | - Chapter 6 – Bushland in urban areas |
| • Housing SEPP 2021 | - Chapter 2 – Affordable Housing |
| • Housing SEPP 2021 | - Chapter 2, Part 3 – Retention of affordable rental housing |
| • Housing SEPP 2021 | - Chapter 3, Part 5 – Housing for seniors and people with a disability |
| • Housing SEPP 2021 | - Chapter 3, Part 9 – Caravan Parks |
| • Industry and Employment SEPP 2021 | - Chapter 3 – Advertising and Signage |
| • Planning Systems SEPP 2021 | - Chapter 2 – State and regional development |
| • Planning Systems SEPP 2021 | - Chapter 4 – Concurrences and consents |
| • Resilience and Hazards SEPP 2021 | - Chapter 2 – Coastal management |
| • Resilience and Hazards SEPP 2021 | - Chapter 3 – Hazardous and Offensive Development |
| • Resilience and Hazards SEPP 2021 | - Chapter 4 – Remediation of Land |
| • Resources and Energy SEPP 2021 | - Chapter 2 – Mining, petroleum production and extractive industries |
| • Transport and Infrastructure SEPP 2021 | - Chapter 2 – Infrastructure |
| • Transport and Infrastructure SEPP 2021 | - Chapter 3 – Educational establishments and childcare facilities |
| • Transport and Infrastructure SEPP 2021 | - Chapter 5 – Three Ports – Port Botany, Port Kembla and Newcastle |
| • Codes SEPP 2008 | - (Exempt and Complying Development Codes) 2008 |
| • SEPP No. 65 | - Design Quality of Residential Flat Development |
| • BASIX SEPP 2004 | - BASIX (Building Sustainability Index) 2004 |
| • MCP SEPP 2007 | - (Miscellaneous Consent Provisions) 2007 |

Note: Any questions regarding State Environmental Planning Policies and Regional Environmental Plans should also be directed to the Department of Planning and Environment 1300 420 596 or www.planning.nsw.gov.au.



Local Environmental Plan (LEP) Gazetted 15 February 2013

- Randwick LEP 2012 (Amendment No1) - Gazetted 21 November 2014**
 Applies to part of Royal Randwick Racecourse (identified as "Area A" on the LEP Additional Permitted Uses Map). Permits additional uses of hotel or motel accommodation, serviced apartments and function centres with development consent.
- Randwick LEP 2012 (Amendment No2) - Gazetted 2 April 2015**
 Applies to land at Young Street Randwick – Inglis Newmarket Site (shown as Area 1 on the LEP Key Sites Map). Amendment to planning controls, including zoning, height of buildings, heritage items and heritage area, FSR (subject to new Clause 6.16) and inclusion of the site as a Key Site.
- Randwick LEP 2012 (Amendment No3) - Gazetted 15 July 2016**
 Amends Schedule 1 to include 'childcare centre' as an additional permitted use (with development consent) at 270 Malabar Road, Maroubra (Lot 3821, DP 752015).
- Randwick LEP 2012 (Amendment No4) - Gazetted 25 January 2018**
 Applies to part of the land at 1T Romani Way, MATRAVILLE (Lot 1 DP 107189). Amendment to planning controls, including zoning, height of buildings and FSR.
- Randwick LEP 2012 (Amendment No5) - Gazetted 17 August 2018**
 Applies to subdivision of dual occupancies (attached) in the Zone R2 Low Density Residential for which development consent was granted before 6 July 2018. Permits development consent to be granted for the Torrens Title or Strata subdivision of a dual occupancy if the development meets certain standards specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
- Randwick LEP 2012 (Amendment No 6) – Gazetted 22 February 2019**
 Applies to the following land in Coogee, 38 Dudley Street (Lot 17 DP 6489), 40 Dudley Street (Lot 18 DP 6489), 42 Dudley Street (Lot 19 DP 6489), 44 Dudley Street (Lot 20 DP 6489 & Lot 1 DP 952229), 46 Dudley Street (Lot 2 in DP 952229) and 122 Mount Street (Lot 22 DP 6489) by incorporating these properties into the Dudley Street Heritage Conservation Area. Further, 38 Dudley Street (Lot 17 DP 6489), 42 Dudley Street (Lot 19 DP 6489), 44 Dudley Street (Lot 20 DP 6489 & Lot 1 DP 952229) and 122 Mount Street (Lot 22 DP 6489) have been listed as local heritage items in Schedule 5 the Randwick LEP 2012.
- Randwick LEP 2012 (Amendment No 7) – Gazetted 10 July 2020**
 Applies to the following land in Coogee, 39 Dudley Street (Lot B DP 301192), 41 Dudley Street (Lot C DP 301192) and 148 Brook Street (Lot B DP 305284) which have now been listed as Local Heritage Items in Schedule 5 the Randwick LEP 2012.
- Randwick LEP 2012 (Amendment No. 8) - Gazetted 14 August 2020**
 Applies to all land located within the Kensington and Kingsford town centres. Amendment to planning controls to include maximum height of buildings, FSR, Non-residential FSR, active street frontages, affordable housing inclusionary zoning, a Community Infrastructure Contribution, design excellence and architectural competition requirements and inclusion of the following land in the B2 Local Centre zone: 7 Addison Street KENSINGTON NSW 2033 (SP 11800), 157 Todman Avenue KENSINGTON NSW 2033 (SP 45348), 16,18 & 20 Barker Street, KENSINGTON NSW 2033 (Lot 1 DP 950767, Lot 1 DP 954209 & SP 65941), 582-584 Anzac Parade KINGSFORD NSW 2032 (Lot 1 DP 516025), 586-592 Anzac Parade KINGSFORD NSW 2033 (Lot 1 DP 942606, Pt Lot 1 DP 949009), 63 Harbourne Road, KINGSFORD NSW 2032 (SP 39850) and 12,14,16 & 18 Rainbow Street KINGSFORD NSW 2032 (Lot 13 DP 6134, SP 45197, Lot 15 DP 6134 & Lot 16 DP 6134).

Development control plans that apply to the carrying out of development on the land

- Randwick DCP adopted by Council on the 28 May 2013 and came into effect on the 14th of June 2013**
 Provides detailed planning controls and guidance for development applications



- **Amendment to Randwick DCP 2013 Newmarket Green, Randwick (E5)**
Site-specific DCP controls to supplement Randwick LEP 2012 (Amendment No 2)
- **Amendment to Randwick DCP 2013, Public Notification (A3)**
Section A3 of the DCP was repealed on the 15 January 2020. The Randwick City Council Community Participation Plan now guides notification requirements previously outlined in Section A3.
- **Amendment to Randwick DCP 2013, Kensington and Kingsford Town Centres (E6)**
Section E6 of the DCP provides Centre based and site specific DCP controls for land in the Kensington and Kingsford Town Centres.

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

- **State Environmental Planning Policy (Sustainable Buildings) 2022 – to commence on 1st October 2023**
- **On the 15th of May 2019, Council received a Gateway Determination from the Department of Planning, Industry and Environment with conditions to progress a Planning Proposal to amend Schedule 5 of the Randwick Local Environmental Plan 2012 (RLEP) which relates to Environmental Heritage. Part of the proposal seeks to create a new Heritage Conservation Area (HCA) known as 'Edgecumbe Estate' incorporating properties at 142A to 152 Brook Street, COOGEE, 37 to 41 Dudley Street, COOGEE and 5 Edgecumbe Avenue, COOGEE. The proposal was publicly exhibited from Tuesday 28 May to 25 June 2019 and the proposal is now subject to due process.**
- **On the 12 September 2021, Council received a Gateway Determination from the Department of Planning, Industry and Environment with conditions to progress the Comprehensive Planning Proposal to amend the Randwick Local Environmental Plan 2012 (RLEP). The public exhibition period for the proposal is Tuesday 31 May to Tuesday 5 July 2022. The proposal is now subject to due process. Key changes proposed as part of the Draft Planning Proposal include:**
 - New planning controls (zoning, height of building and FSR) in five identified Housing Investigation Areas proximate to the light rail alignment or town and strategic centres
 - Application of an Affordable Housing Contribution Scheme in the five Housing Investigation Areas
 - Changes to controls for the construction and subdivision of attached dual occupancies in the R2 Low Density Residential zone
 - Proposed new heritage items, archaeological sites and boundary adjustments to heritage conservation areas
 - Controls to promote environmental resilience
 - Strengthening open space requirements and creation of new open space zones
 - Supporting a diverse, safe and inclusive night time economy through changes to zone objectives and new exempt development provisions
 - New planning controls including changes to zoning and density of 20 neighbourhood clusters zoned residential to protect existing shops and businesses
 - New employment zones to replace existing B1 Neighbourhood Centre, B2 Local Centre and IN1 Light Industrial zones to align with State government reforms
 - Updating land zoning and development control maps to reflect the Randwick Hospital Expansion area and the Randwick Racecourse (Light Rail Stabling Yard)
 - Rezoning and increased development standards for several sites based on owner-initiated rezoning requests; and
 - Housekeeping amendments to correct zoning and boundary anomalies.

For further information on the Comprehensive Planning Proposal, please see the link provided below:



www.randwick.nsw.gov.au/planning-and-building/planning/local-environmental-plan-lep/randwick-comprehensive-planning-proposal



(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
- (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section—

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2 Zoning and land use under relevant LEPs

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described

- (a) The identity of the zone, whether by reference to —
 - (i) a name, such as "Residential Zone" or "Heritage Area", or
 - (ii) a number, such as "Zone No 2 (a)",
- (b) the purposes for which development in the zone—
 - (i) may be carried out without development consent, and
 - (ii) may not be carried out except with development consent, and
 - (iii) is prohibited,

Zone B2 (Local Centre) in Randwick LEP 2012

1. Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To enable residential development that is well-integrated with, and supports the primary business function of, the zone.
- To facilitate a high standard of urban design and pedestrian amenity that contributes to achieving a sense of place for the local community.
- To minimise the impact of development and protect the amenity of residents in the zone and in the adjoining and nearby residential zones.
- To facilitate a safe public domain.

2. Permitted without consent

Home occupations; Recreation areas

3. Permitted with consent

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Dwelling houses; Educational establishments; Entertainment facilities; Function centres; Group homes; Hostels; Information and education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential care facilities; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tank-based



aquaculture; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

4. Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Pond-based aquaculture; Port facilities; Recreation facilities (major); Residential accommodation; Resource recovery facilities; Rural industries; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies.

(c) whether additional permitted uses apply to the land,

(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

The land IS NOT subject to any development standards that fix minimum land dimensions for the erection of a dwelling house.

(e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,

The land DOES NOT include or comprise a critical habitat area under the Threatened Species Conservation Act 1995.

(f) Whether the land is in a conservation area, however described

The land IS NOT located in a heritage conservation area under the Randwick LEP 2012.

(g) whether an item of environmental heritage, however described, is located on the land.

The land IS NOT listed as a heritage item under the Randwick LEP 2012.

The land IS NOT listed on the State Heritage Register under Heritage Act 1977.

3 Contributions plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

Randwick City Council Section 7.12 (previously Section 94A) Development Contributions Plan (effective 21 April 2015).

4 Complying Development

(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.



(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

- (a) a restriction applies to the land, but it may not apply to all of the land, and
- (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code

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

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code **MAY** be carried out on the land.

Rural Housing Code

Complying development under the Rural Housing Code **MAY** be carried out on the land.

Housing Alterations Code

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

General Development Code

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

Commercial and Industrial Alteration Code

Complying development under the Commercial and Industrial Alteration Code **MAY** be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY** be carried out on the land.

Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code **MAY** be carried out on the land.

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

Complying development under the Fire Safety Code **MAY** be carried out on the land.

A copy of the Codes SEPP is available at www.planning.nsw.gov.au. For further information please call the Department of Planning and Environment Centre on Free call 1300 305 695.



Note: To be complying development, the development must meet the General requirements set out in clause 1.18 of the Codes SEPP. Development must also meet all development standards set out in the relevant code.

Note: This information needs to be read in conjunction with the whole of the State Environment Planning Policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

Note: Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any Complying Development Certificate application under the State Environment Planning Policy, or a development application for any other type of development requiring consent from Council.

Note: Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

5 Exempt Development

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

- (a) a restriction applies to the land, but it may not apply to all of the land, and
- (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Division 1 General Code

Exempt development under the Code **MAY** be carried out on the land.

Division 2 Advertising and Signage Code

Exempt development under the Code **MAY** be carried out on the land.

Division 3 Temporary Uses and Structures Code

Exempt development under the Code **MAY** be carried out on the land.

Division 4 Special Provisions – COVID 19

Repealed

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.



6 Affected building notices and building product rectification orders

(1) *Whether the council is aware that—*

- (a) *an affected building notice is in force in relation to the land, or*
- (b) *a building product rectification order is in force in relation to the land that has not been fully complied with, or*
- (c) *a notice of intention to make a building product rectification order given in relation to the land is outstanding.*

(2) *In this section—*

affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

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

The land IS NOT affected by any notice or order within the meaning of the Building Products (Safety) Act 2017.

7 Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

State Environmental Planning Policies

Council is unable to provide any site-specific information on the provisions of any State Environmental Planning Policy regarding the acquisition of land. Information on State Environmental Planning Policies listed in this certificate is available at NSW Legislation – In force legislation. Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning and Environment's website.

Draft State Environmental Planning Policies

Council is unable to provide site-specific information on the provisions of any draft State Environmental Planning Policy regarding the acquisition of land. Information on the draft State Environmental Planning Policies listed in this certificate is available on the Department of Planning and Environment Have Your Say webpage for Draft plans and policies. Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning and Environment's website.

Local Environmental Plan

The land IS NOT affected by any environmental planning instrument or proposed environmental planning instrument referred to in section 1 that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

8 Road widening and road realignment

Whether the land is affected by road widening or road realignment under—

- (a) *the Roads Act 1993, Part 3, Division 2, or*

The land IS NOT affected by any road widening or road realignment under the Roads Act 1993, Part 3, Division 2.

- (b) *an environmental planning instrument, or*

The land IS NOT affected by any road widening or road realignment under the provisions of Randwick LEP 2012.

- (c) *a resolution of the Council.*



The land IS NOT affected by any resolution of the Council for any road widening or road realignment.

Note: This item relates to Council's road proposals only. Other authorities, including Transport for NSW may have road widening proposals.

9 Flood related development controls

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

No.

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

Yes.

(3) *In this section—*

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

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

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

Note: The information provided in Item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

Details relating to flood risk and flood planning levels may be provided on a Flood Level Certificate. The application form is available on Council's website.

10 Council and other public authority policies on hazard risk restrictions

(1) *Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.*

Council HAS NOT adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence; salinity, coastal hazards, or sea level rise.

Council DOES HAVE adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of acid sulphate soils; contamination; low-lying lands; aircraft noise; Malabar Treatment Plant odour; and Former Matraville Incinerator land.

(2) *In this section—*

adopted policy means a policy adopted—

(a) *by the Council, or*

Excluding Councils Contaminated Land Policy, the subject land IS NOT affected by any other council policy relating to hazard risk restrictions.

(b) *by another public authority, if the public authority has notified the Council that the policy will be included in a planning certificate issued by the Council.*

The land IS NOT affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council that restricts the development of the land because of the likelihood of land slip, bushfire, (other than flooding), tidal inundation, subsidence, acid sulphate soils or any other risk.



11 Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

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

The land IS NOT bush fire prone land (as defined in the Act).

12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

The land DOES NOT include any residential premises (within the meaning of the Home Building Act 1989, Part 8, Division 1A) that are listed on the register kept under that Division.

13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.

The land IS NOT declared to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

14 Paper subdivision information

(1) The name of a development plan adopted by a relevant authority that—

- (a) applies to the land, or Page 151 Environmental Planning and Assessment Regulation 2021 [NSW] Schedule 2 Planning certificates Published LW 17 December 2021 (2021 No 759)*
- (b) is proposed to be subject to a ballot.*

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

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

The land IS NOT land to which a development plan or subdivision order applies.

15 Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

Council HAS NOT been notified of any property vegetation plan under the Native Vegetation Act 2003, Part 4 applying to the land.

16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

Council HAS NOT been notified that the land is a biodiversity stewardship site by the Biodiversity Conservation Trust.



Note: Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.

17 Biodiversity certified land

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.

The land IS NOT biodiversity certified land.

Note: Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.

18 Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

The land IS NOT land to which an order under Trees (Disputes Between Neighbours) Act 2006 applies.

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

- (1) *If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.*
- (2) *In this section—
existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.*

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

Not applicable.

20 State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

Whether under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 the land is—

- (a) *in an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or*
- (b) *shown on the Lighting Intensity and Wind Shear Map, or*
- (c) *shown on the Obstacle Limitation Surface Map, or*
- (d) *in the "public safety area" on the Public Safety Area Map, or*
- (e) *in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.*

Not applicable.

21 Site compatibility certificates and conditions for seniors housing

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).

The land IS NOT subject of a current site compatibility certificate (of which the Council is aware) that has been issued under Chapter 3, Part 5 of the Housing SEPP 2021.



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

- (1) *Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—*
 - (a) *the period for which the certificate is current, and*
 - (b) *that a copy may be obtained from the Department.*
- (2) *If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).*
- (3) *Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).*
- (4) *In this section— former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.*

The land IS NOT subject to a current or former site compatibility certificate (of which the council is aware) for affordable rental housing.

Contaminated Land Management Act 1997

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

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

The land IS NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

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

The land IS NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.

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

The land IS NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

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

The land IS NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

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



Council **HAS** received a copy of a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for this land.

Note. Section 53B requires site auditors to furnish local authorities with copies of site audit statements relating to site audits for the purposes of statutory requirements.

Stella Agagiotis

Manager Strategic Planning

1300 722 542

Date:12-Apr-2023

NOTE:

Section 10.7(5) Matters:

You may also wish to obtain advice on additional relevant matters affecting the land, under section 10.7(5) of the Environmental Planning and Assessment Act 1979. This advice relates to the following matters:

- Council resolutions to prepare draft local Environmental Plans.
- Terrestrial Biodiversity
- Foreshore Scenic Protection Areas
- Foreshore Building Line
- Ground Water extraction embargo or water shortage area
- Aircraft Noise (ANEF)
- Ground water investigations of 128 Barker St. Randwick (Service Station)
- Flood Studies
- Resident Parking Schemes



Page 1

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

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