

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: Clothes Dryer, Washing Machine			

exclusions

purchaser

purchaser's solicitor

price \$

deposit \$ \_\_\_\_\_ (10% of the price, unless otherwise stated)

balance \$

contract date \_\_\_\_\_ (if not stated, the date this contract was made)

**SIGNING PAGE**

VENDOR	PURCHASER
<p><b>Signed by</b></p>     <p>_____</p> <p>Vendor</p>     <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>     <p>_____</p> <p>Purchaser</p>     <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed</b> by Lower Village Pty Ltd ACN 101 338 612 ATF Village Lower Investment Trust in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>     <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Director</p> <p>_____ Office held</p>	<p><b>Signed</b> by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>     <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

### Choices

Vendor agrees to accept a **deposit-bond**

☒ NO ☐ yes

**Nominated Electronic Lodgement Network (ELN)** (clause 4):

PEXA

**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 an *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

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><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</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input checked="" type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 33 property certificate for strata common property</li> <li><input checked="" type="checkbox"/> 34 plan creating strata common property</li> <li><input checked="" type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off-the-plan contract</li> <li><input type="checkbox"/> 59 other document relevant to off-the-plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>
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**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

Strata Plus  
 PO Box H181, Royal Exchange NSW 1225  
 Email: s184@strataplus.com.au  
 Tel: 02 8198 8500



**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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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 served 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"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<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 by a 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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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.

## **Conditions of Sale by Auction**

### **Part 3, Clause 18 of the Property and Stock Agents Regulation 2022**

- (1) The following conditions are prescribed as applicable to the sale by auction of land or livestock—
  - (a) the vendor's reserve price must be given in writing to the auctioneer before the auction commences unless the auction relates solely to livestock,
  - (b) a vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made,
  - (c) the highest bidder is the purchaser, subject to any reserve price,
  - (d) if there is a disputed bid—
    - (i) the auctioneer is the sole arbitrator, and
    - (ii) the auctioneer's decision is final,
  - (e) the auctioneer may refuse to accept a bid that, in the auctioneer's opinion, is not in the best interests of the vendor,
  - (f) a bidder is taken to be bidding on the bidder's own behalf 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 must not be made or accepted after the fall of the hammer,
  - (h) as soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.
- (2) The following conditions, in addition to the conditions prescribed by subsection (1), are prescribed as applicable to the sale by auction of residential property or rural land—
  - (a) all bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid,
  - (b) subject to the condition prescribed by subsection (3)(a)—
    - (i) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land, and
    - (ii) no other vendor bid may be made by the auctioneer or another person,
  - (c) immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to the conditions prescribed by subsections (1) and (2), are prescribed as applicable to the sale by auction of co-owned residential property or rural land or the sale of co-owned residential property or rural land by a seller as executor or administrator—
  - (a) more than 1 vendor bid may be made to purchase the interest of a 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 seller,
  - (d) before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators or a person registered to bid on behalf of a co-owner, executor or administrator.
- (4) The following condition, in addition to the conditions prescribed by subsection (1), is prescribed as applicable to 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 the amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
  - (b) if the amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of the amount, or
  - (c) if 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—before or at the time specified in the agreement.

## **ADDITIONAL CONDITIONS IN CONTRACT FOR THE SALE OF LAND BETWEEN**

**Lower Village Pty Ltd**

(Vendor/s) and

(Purchaser/s)

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### **ENTIRE AGREEMENT**

- 1.1 The Purchaser acknowledges that he does not rely on any warranty or representation made by the Vendor or the vendor's Agent except as are expressly provided for in this contract (including the annexures hereto).
- 1.2 The Purchaser further acknowledges that he has relied entirely upon his own enquiries and inspections made before entering into this contract.

### **LATENT AND PATENT DEFECTS**

- 2.1 The Property is sold in its present condition and state of repair and with all defects, if any, whether latent or patent.
- 2.2 The Purchaser shall not be entitled to make any requisitions, objections or claims for compensation in respect of the condition of the Property.
- 2.3 The Vendor whilst continuing in possession of the Property will use the same with all reasonable care PROVIDED HOWEVER that the Vendor's obligation as to appliances installed upon or within the Property shall be limited to normal repairs maintenance and servicing and not extended to replacement in the event of total breakdown unless such breakdown is occasioned by the neglect or willful damage of the Vendor.
- 2.4 The Purchaser represents and warrants that before entering into this contract, the Purchaser has inspected the Property and agrees to purchase the Property on an 'as is, where is' basis.
- 2.5 Notwithstanding anything hereinbefore contained, the Purchaser shall take Title subject to the existing (or lack of) water, sewerage, drainage, gas, electricity and other installations and services and shall not make any objection thereto or make any requisition or claim for any compensation in respect thereof.

### **AMENDMENT TO STANDARD CONDITIONS**

- 3.1 General Condition 7.1.1 is amended by deleting "5%" and inserting in its place "1%".
- 3.2 General Condition 8.2 is amended by inserting words "or the Vendor's obligations under the provisions of the Section 52A of the *Conveyancing Act 1919* and provided that the Purchaser has given the Vendor a notice in writing of the intention to terminate the contract if the breach is not rectified within 14 days of the service of the written notice and the Vendor does not rectify that breach within the time stipulated in the notice" after a word "contract".
- 3.3 General Condition 13.7.3 is to be inserted as follows:  
"13.7.3 This clause is an essential term of the Contract and shall not merge on completion."
- 3.4 Substitute paragraph 14.4.2 with "The amount to be adjusted for land tax is the amount

actually assessed in respect of the land by virtue of the ownership of the land by the Vendor”.

- 3.5 General Condition 23.5.2 is amended by deleting the words "but is disclosed in this contract".
- 3.6 General Condition 23.6.1 is amended by deleting the word "determined" and inserting in its place the word "due" and deleting the words "even if it is payable by instalments".
- 3.7 General Condition 23.6.2 is amended by deleting the word "determined" and inserting in its place the word "due".
- 3.8 General Condition 23.7 is deleted.
- 3.9 General Condition 23.9.1 is deleted.
- 3.10 General Condition 23.13 is amended by deleting the word “vendor” and replace it with the word “purchaser”.
- 3.11 General Condition 23.14 is amended by deleting the numeric “7” and replace it with the numeric “2”.
- 3.12 General Condition 23.17 is deleted.
- 3.13 General Condition 25 is deleted.
- 3.14 General Condition 31.4 is deleted.

#### **PARTICULARS OF TITLE AND TRANSFER**

- 4.1 The Purchaser acknowledges that, unless otherwise advised by the Vendor, sufficient particulars of title for the preparation of a transfer of the Land are contained in this contract.
- 4.2 The Purchaser shall not require the Vendor to provide any further Statement of Title.

#### **PURCHASER'S WARRANTY IN RESPECT OF THE AGENT**

- 5. The Purchaser acknowledges and warrants to the Vendor that he or she was not introduced directly or indirectly to either the Vendor or the property by any person or agent other than the agent referred to on the front page of this contract and the Purchaser hereby agrees to indemnify and keep indemnified the Vendor from and against any claim or demand for commission or remuneration by any such person or agent other than the Vendor’s Agent as a result of the Purchasers breach of this warranty. It is acknowledged that this clause shall not merge on completion.

#### **INTEREST - DELAYED COMPLETION**

- 6.1 If for any reason except the neglect or default of the Vendor, the purchase is not completed on or before the completion date or the purchase price or any part thereof is not paid on its due date, the Purchaser shall on completion, in addition to the balance of the purchase money, pay interest on the balance of the purchase price from but not including the Completion Date stipulated on this contract to and including either the date of completion or payment or the date of termination (whichever first occurs) at the rate of ten per centum (10%) per annum and any payment is without prejudice and in addition to any other legal remedy the Vendor may have by reason of such default.
- 6.2 It is agreed that this amount is a genuine pre-estimate of the Vendor’s loss of interest from the purchase money and liability for rates and outgoings.
- 6.3 This clause 6 is an essential term of this Contract.

## **NOTICE TO COMPLETE**

- 7.1 Completion of this contract shall take place within the time limit stipulated herein. Should completion not take place within that time, then the non-defaulting party shall be at liberty to issue a Notice to Complete on the other party calling for completion within fourteen (14) days from the date of service of such Notice. The parties agree that should such a Notice be issued, the period of fourteen (14) days is deemed to be reasonable and sufficient and in this regard time shall be of the essence. The party that issues the notice shall also be at liberty to withdraw such Notice and re-issue another one at any time.
- 7.2 If the purchaser does not complete by the Completion date through no fault of the vendor and the Vendor serves a Notice to Complete on the purchaser, then the purchaser will pay the sum of \$385.00 (GST inclusive) to the Vendor on completion as reimbursement of the additional legal costs incurred by the Vendor for the preparation and issuing of the Notice to Complete. Payment of this sum is an essential term of this contract.

## **INVESTMENT OF DEPOSIT**

8. If the depositholder is the Vendor's solicitor, the Vendor and Purchaser acknowledge and agree that the deposit will not be invested and will be dealt with in accordance with this contract.

## **REQUISITIONS ON TITLE**

- 9.1 The requisitions to be made by the Purchaser under clause 5.1 shall be in the form of requisitions attached to this contract.
- 9.2 Such requisitions shall be deemed to have been served by the Purchaser on the date of this contract.

## **INCAPACITY**

10. If the Purchaser (and, if comprising more than one person, any one or more of them) before completion:-
- a) If a natural person – dies, is found by a Court of competent jurisdiction to be incapable of administering his estate or affairs, commits an act of bankruptcy, is declared bankrupt or enters into a scheme or makes an assignment for the benefit of creditors, then either party may rescind the Contract and Clause 19 of the Contract shall apply; or
  - b) If a company – resolves to go into liquidation, has a summons or application presented or an order made for its winding up, has an official manager or receiver appointed over the whole or part of its assets or undertaking, or enters into a deed of arrangement, assignment or composition for the benefit of creditors, then the Purchaser is in default of this Contract, and the Vendor can terminate this Contract.

## **GUARANTEE**

11. If a company is the purchaser the officers or persons must sign a Guarantee attached to the contract and marked Annexure "A". Signing on behalf of the company or in whose presence its seal is affixed ("the guarantors") jointly and severally guarantee all the obligations of the purchaser under this contract including the payment of the price. The guarantors jointly and severally indemnify the vendor in respect of any default of the purchaser under this contract.

This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this contract between the vendor and the purchaser.

#### **SECTION 184 OR SECTION 26 CERTIFICATE**

12. The Vendor authorises the Purchaser to obtain the certificate under the Section 184 of the Strata Scheme Management Act 2015 or the certificate under the Section 26 of the Community Land Management Act 1989. A copy of this certificate must be furnished to the Vendor's representative prior to settlement.

#### **DELAYED SETTLEMENT**

13. For each occasion that the settlement does not take place on the scheduled day due to the default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$275.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

#### **ADJUSTMENTS**

- 14.1 The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, but if any amount is incorrectly calculated, overlooked or an error has been made in such calculations the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.
- 14.2 The PEXA Transfer Guidelines requires settlement adjustment figures to be provided 5 business days prior to completion. The Purchaser will be required to provide the settlement adjustment sheet and all required authority certificates at least two (2) clear business days before settlement or the Purchaser will allow to the Vendor the sum of \$150.00 plus GST as a genuine pre-estimate of the additional legal expenses.

#### **ELECTRONIC SETTLEMENT**

15. If this contract nominates an electronic transaction, the parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law. In the event that the purchaser's solicitor/conveyancer is unable or unwilling to settle this matter on the PEXA Platform, then the purchaser agrees to allow the vendor's solicitor reasonable expenses in the sum of \$350.00 plus GST to attend settlement at either the office of the vendor or the vendor's mortgagee on title. These expenses are a genuine pre-estimate of actual expenses incurred by the vendor's solicitor/conveyancer if settlement does not take place electronically.

#### **DUTY**

16. The purchaser must pay all duty payable on this contract and any document contemplated by this contract under the *Duties Act 1997*, within the time permitted by that Act. This clause does not merge on completion.

#### **SECTION 10.7 (2) CERTIFICATE**

17. The Vendor declares and the Purchaser agrees to make no claim, requisition, demand or to seek to rescind this Contract on the basis of the date of issue of the Section 10.7 (2) Certificate, and in particular with regard to the contents therein regarding whether complying development can be carried out on the land.

## **WATER AUTHORITY CERTIFICATE**

- 18.1 Annexed hereto is a copy of Sewerage Service Diagram and/or Sewer Reference Sheet issued by the Water Board in relation to the property and the Purchaser shall make no objection, requisition or claim for compensation in respect of any matter disclosed or referred to in such diagram and/or sheet or should it be established that any roof or surface water drainage is connected to the Water Board's sewer.

## **BUILDING CERTIFICATE**

19. Subject to Section 52A of the *Conveyancing Act 1919* and its Regulations if the Purchaser applies for a building certificate pursuant to Part 6, Division 6.7 of the *Environmental Planning and Assessment Act 1979* (and as amended thereafter) (Building Certificate), he must do so at his own cost and:
- a) If the local council refuses or fails to issue the Building Certificate, that refusal or failure, or the facts upon which such refusal or failure are based, will not be a defect in the Vendor's title to the Property and the Purchaser must take title despite that council's refusal or failure or facts; or
  - b) If the local council requires work to be done on the property as a condition of issuing a Building Certificate, or issues a Building Certificate but requires work to be carried out, the Purchaser must not make any claim against the Vendor nor *terminate* nor delay completion of this Contract because of either requirement.

## **EXCHANGE ON ELECTRONIC SIGNATURES**

- 20.1 The parties agree and accept, for the purposes of exchange of Contracts, signatures of either the Vendor or the Purchaser which are in the form of electronic signatures as sufficient evidence to proceed to exchange.
- 20.2 Following exchange, the Vendor's representative will email to the Purchaser's representative a copy of the Vendor's signed and dated exchange Contract.
- 20.3 For the purposes of the Electronic Transactions Act 2000 (NSW) each party may rely on the electronic version of the dated contract signed by the other party as a binding exchanged Contract.
- 20.4 The parties agree that it will not be necessary to post or otherwise send a hard copy of the exchanged Contract to the other party following exchange provided that the electronic copy has been submitted by the party's legal representative.

## **LAND TAX CLEARANCE**

- 21.1 In the event the Vendor serves a land tax certificate showing a charge on the land, the Vendor must on completion (including all penalties, interests relating thereto) make an allowance in favor of Revenue NSW for the purpose making a payment of the land tax liability for this property which shall be paid from the settlement proceeds via the Electronic Lodgment Network nominated herein.
- 21.2 The Vendor shall, within 3 business days following the settlement, provide the Purchaser with an updated land tax certificate confirming the clearance of the liability.



- 21.3 The Purchaser will not require the Vendor to pay the outstanding land tax prior to settlement.
- 21.4 The parties acknowledge and agree that this clause has provided reasonable arrangements for the clearance of land tax at settlement, the Vendor shall not be regarded as not ready, willing and able to complete the contract due to the land tax being outstanding.

## DEPOSIT REQUIRED AT SETTLEMENT

- 22.1 If the Vendor requires the deposit to be made available at completion of the sale of the property to enable the Vendor to complete a simultaneous purchase of another property or to discharge the Vendor's liability or liabilities under any mortgage or caveat registered on title associated with the property, the Purchaser agrees to authorise the deposit holder to have the deposit available at settlement by transferring it to the trust account of Conveyancing Solutions & Legal to enable the deposit money to be uploaded on the Nominated Electronic Lodgement Network for settlement.
- 22.2 Subject to clause 22.1 herein, the selling agent may transfer the deposit money or any part of it as requested by the Vendor to the trust account of Conveyancing Solutions Legal upon written request, without any further authority from the Purchaser or the Purchaser's solicitor or conveyancer.

## PAYMENT OF PART DEPOSIT

23. If the purchaser has received the Vendors written consent and entered into this Contract upon payment of a sum less than ten percent (10%) of the purchase price, the Purchaser acknowledges that:
- a) The deposit shall be paid as follows:
- i. \$ \_\_\_\_\_ on the \_\_\_\_\_ date hereof; and
- ii. The balance payable on the \_\_\_\_\_ date for completion;
- b) If:
- i. the Purchaser fails to complete this Contract in accordance with its terms and conditions; or
- ii. if the Vendor becomes entitled to terminate this Contract;

the Vendor shall, in addition to the rights and remedies conferred on him by law or equity, have the right to sue for and recover as a debt due from the Purchaser the difference between ten percent (10%) of the purchase price and the amount actually paid.

## TENANCY

- 28.1 The Vendor discloses and the Purchaser acknowledges that the current tenant referred to in this Contract may vacate the property prior to the expiration of the Lease or prior to completion. The Purchaser shall accept the property as vacant possession should the tenant vacate the property or with occupation by the current tenant or another tenant under a fresh Lease prior to completion.
- 28.2 The Vendor does not warrant that the rental for the property at the time of completion shall be the same as at the date of the Contract.
- 29.3 The Purchaser shall not make any requisition, objection, claim for compensation, delay completion, rescind or terminate this Contract in respect of or arising from the tenancy and the amount of rent referred to in this clause.

**Annexure "A" Director's Guarantee**

**Vendor:** Lower Village Pty Ltd

**Purchaser:**

**Property:** Unit 213, 717 Anzac Parade, Maroubra NSW 2035

I, \_\_\_\_\_ (the "Guarantor") being Director of \_\_\_\_\_ ACN \_\_\_\_\_ a Company incorporated in the State of New South Wales ("hereinafter called "the Purchaser") in consideration of \_\_\_\_\_ ("the Vendor") at my request agreeing to sell the property described in this Contract to the Purchaser, DO HEREBY GUARANTEE to the Vendor the due and punctual performance by the Purchaser of all the terms and conditions of the within Contract and do further covenant and agree that I will indemnify and keep the Vendors indemnified against any loss and damage howsoever arising which the Vendors may suffer in consequence of any failure of the Purchaser to perform its obligations under the within Contract.

Where two or more guarantors are named herein their liability under this guarantee shall be joint and several.

The Guarantor acknowledges prior to execution hereunder that he/she has read and understood as evidence by his/her signature hereto the terms and conditions of the Contract for Sale in its entirety.

**SIGNED** by \_\_\_\_\_ )  
the Guarantor in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

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

**SIGNED** by \_\_\_\_\_ )  
the Guarantor in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

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

**CERTIFICATE UNDER SECTION 66W CONVEYANCING ACT, 1919**

I \_\_\_\_\_ of \_\_\_\_\_

hereby certify as follows:-

- (a) I am a Conveyancer/Solicitor currently licensed/admitted to practice in the State of New South Wales
- (b) This certificate is given in accordance with Section 66W of the Conveyancing Act 1919, with reference to an Agreement for Sale of property at Unit 213, 717 Anzac Parade, Maroubra NSW 2035 between Lower Village Pty Ltd as vendor(s) and \_\_\_\_\_

as purchaser(s) in order to waive the cooling off period in relation to that Agreement.

- (c) I do not act for the vendor(s) and am not employed in the practice of a conveyancer or solicitor acting for the vendor(s), nor am I a member or employee of a firm of which a conveyancer or solicitor acting for the vendor(s) is a member or employee.
- (d) I have explained to the purchaser(s):-
  - (i) the effect of the Agreement for Sale of the property;
  - (ii) the nature of this certificate; and
  - (iii) the effect of giving this certificate to the vendor(s).

Dated this day of \_\_\_\_\_

2024

SIGNED

Our Ref: 17708

Monday 19 Feb 2024

Strata Plus  
PO Box H181  
ROYAL EXCHANGE NSW 1225

Dear Sir/Madam

**Re:** Unit 213, 717 Anzac Parade, Maroubra NSW 2035

We act for Lower Village Pty Ltd in relation to the sale of the abovementioned property which we note is lot 22 in Strata Plan Number 74378.

You are hereby authorised to make all relevant books and records of the strata plan available for inspection to any intended purchaser of the above property or to their legal representative and/or strata records inspection agents.

Yours faithfully  
Conveyancing Solutions & Legal  
Per:



David Kim  
Licensed Conveyancer

Conveyancing  
Solutions  
Legal

Suite 506, 3 Waverley Street  
Bondi Junction NSW 2022  
PO Box 1502  
Bondi Junction NSW 1355

Tel: 02 9387 2111 Fax: 02 9387 2133

[www.conveyancingsolutions.com.au](http://www.conveyancingsolutions.com.au)  
[info@conveyancingsolutions.com.au](mailto:info@conveyancingsolutions.com.au)

ABN: 14117164708

By Appointment Only:  
Shop 5A, 342 Camden Valley Way  
Narellan NSW 2567

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor : Lower Village Pty Ltd  
Property : Unit 213, 717 Anzac Parade, Maroubra NSW 2035  
Purchaser :  
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? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings 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?

### 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. If a swimming pool is on the common property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c)
  - (d) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (e) are there any outstanding notices or orders?
- 18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received Pany 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 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 Chapter 5 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 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.
- 26. 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.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 22/SP74378

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SEARCH DATE	TIME	EDITION NO	DATE
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14/2/2024	3:28 PM	3	9/9/2018

LAND

----

LOT 22 IN STRATA PLAN 74378  
AT MAROUBRA JUNCTION  
LOCAL GOVERNMENT AREA RANDWICK

FIRST SCHEDULE

-----

LOWER VILLAGE PTY LTD (T AB481357)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP74378  
2 AB481358 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP74378

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/2/2024	3:29 PM	9	30/6/2022

LAND

----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 74378  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MAROUBRA JUNCTION  
LOCAL GOVERNMENT AREA RANDWICK  
PARISH OF BOTANY COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP74378

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 74378  
ADDRESS FOR SERVICE OF DOCUMENTS:  
THE OWNERS OF STRATA PLAN 74378  
C/-STRATA PLUS PTY LTD  
PO BOX H181  
AUSTRALIA SQUARE 1215

SECOND SCHEDULE (27 NOTIFICATIONS)

-----

- 1 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 WITHIN THE PART  
SHOWN IN DP1071735
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER  
DESCRIBED IN DP1071735
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED  
WITH SP74378  
AD484733 AMENDMENT TO STRATA MANAGEMENT STATEMENT  
AG304689 AMENDMENT TO STRATA MANAGEMENT STATEMENT SEE  
AMENDMENTS FILED WITH REQUEST
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR  
SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD  
DEVELOPMENT) ACT 1973. SEE SP74378
- 5 DP620388 EASEMENT FOR DRAINAGE 3 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1071735 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE  
OF THE LOT
- 7 DP1071735 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 8 DP1071735 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT
- 9 DP1071735 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE

END OF PAGE 1 - CONTINUED OVER



## SECOND SCHEDULE (27 NOTIFICATIONS) (CONTINUED)

	DESCRIBED
10 DP1071735	RIGHT OF USE OF FIRE STAIRS AND EXITS AFFECTING THE WHOLE OF THE LOT
11 DP1071735	RIGHT OF USE OF FIRE STAIRS AND EXITS APPURTENANT TO THE LAND ABOVE DESCRIBED
12 DP1071735	RIGHT TO USE AND ACCESS LOADING DOCK (A) (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
13 DP1071735	RIGHT TO USE AND ACCESS GOODS LIFT (B) (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
14 DP1071735	RIGHT OF ACCESS VARIABLE WIDTH (C) (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
15 DP1071735	RIGHT OF ACCESS VARIABLE WIDTH (C) (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
16 DP1071735	EASEMENT FOR ACCESS AND CONSTRUCTION AFFECTING THE WHOLE OF THE LOT
17 DP1071735	EASEMENT FOR ACCESS AND CONSTRUCTION APPURTENANT TO THE LAND ABOVE DESCRIBED
18 DP1071735	RIGHT OF ACCESS VARIABLE WIDTH (E) (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
19 DP1071735	RESTRICTION(S) ON THE USE OF LAND (STORM WATER)
20 DP1071735	POSITIVE COVENANT (STORM WATER) REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
21 DP1071735	POSITIVE COVENANT REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
22 DP1071735	RIGHT OF ACCESS PLANT ROOMS AFFECTING THE WHOLE OF THE LOT
23 DP1071735	RIGHT OF ACCESS PLANT ROOMS APPURTENANT TO THE LAND ABOVE DESCRIBED
24 DP1071735	RIGHT TO USE LIFT (F) (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
25 DP1071735	RIGHT OF ACCESS VARIABLE WIDTH (G) (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
26 AN131930	INITIAL PERIOD EXPIRED
27 AS263511	CONSOLIDATION OF REGISTERED BY-LAWS

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

## STRATA PLAN 74378

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 90	2	- 90	3	- 89	4	- 89
5	- 89	6	- 89	7	- 89	8	- 89
9	- 136	10	- 108	11	- 108	12	- 108
13	- 108	14	- 108	15	- 108	16	- 108
17	- 108	18	- 111	19	- 111	20	- 81

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP74378

PAGE 3

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

## STRATA PLAN 74378

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
21	- 81	22	- 95	23	- 81	24	- 95
25	- 77	26	- 130	27	- 103	28	- 84
29	- 77	30	- 109	31	- 114	32	- 96
33	- 122	34	- 120	35	- 99	36	- 78
37	- 132	38	- 105	39	- 85	40	- 78
41	- 130	42	- 100	43	- 111	44	- 111
45	- 111	46	- 111	47	- 111	48	- 111
49	- 111	50	- 111	51	- 117	52	- 113
53	- 83	54	- 83	55	- 98	56	- 83
57	- 98	58	- 79	59	- 134	60	- 107
61	- 86	62	- 79	63	- 113	64	- 80
65	- 137	66	- 109	67	- 87	68	- 122
69	- 104	70	- 122	71	- 122	72	- 122
73	- 122	74	- 122	75	- 122	76	- 122
77	- 122	78	- 120	79	- 124	80	- 89
81	- 87	82	- 103	83	- 87	84	- 103
85	- 82	86	- 139	87	- 111	88	- 88
89	- 116	90	- 105	91	- 87	92	- 144
93	- 114	94	- 90	95	- 120	96	- 107

## NOTATIONS

UNREGISTERED DEALINGS: NIL

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

17708

PRINTED ON 14/2/2024

\* 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

**Warning of Encroachment Certificate:** **MARK JOHN ANDREW ALLEN**, 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 ~~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 (being utility lot/s designed to be used primarily for the storage or accommodation of boats, 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: 25/11/05

Subdivision No.: 163/1985

Development Consent No.: 008 215/1203/A

Issued By: MARK JOHN ANDREW ALLEN

COUNCIL

*Accredited Person/Strata Manager/Leasehold Certifier*

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 ~~Commonwealth Act 1919~~

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

Signature: Mark John Andrew  
Date: 21/12/05

\* Delete if inapplicable.  
+ State whether dealing or plan, and quote registered number  
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 ~~4~~ 21 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.C.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. 714378  
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  
Pty Ltd by its Attorney under Power of Attorney dated  
17 FEBRUARY 2003 Book 4595 at 584  
IN THE PRESENCE OF

*Wendy Davis*  
Witness

*Andrew Henderson*  
Attorney

Executed by ALBINE HOTELS Pty limited  
ACN 002 250 820 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  
Limited (ACN 002 733 700) by its Attorneys **KIM BOWEN**  
.....  
JOHN BOWEN, 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 FEBRUARY 2003 (Registration No. 5541442) and that  
he/she has no notice of the revocation of his/her powers.

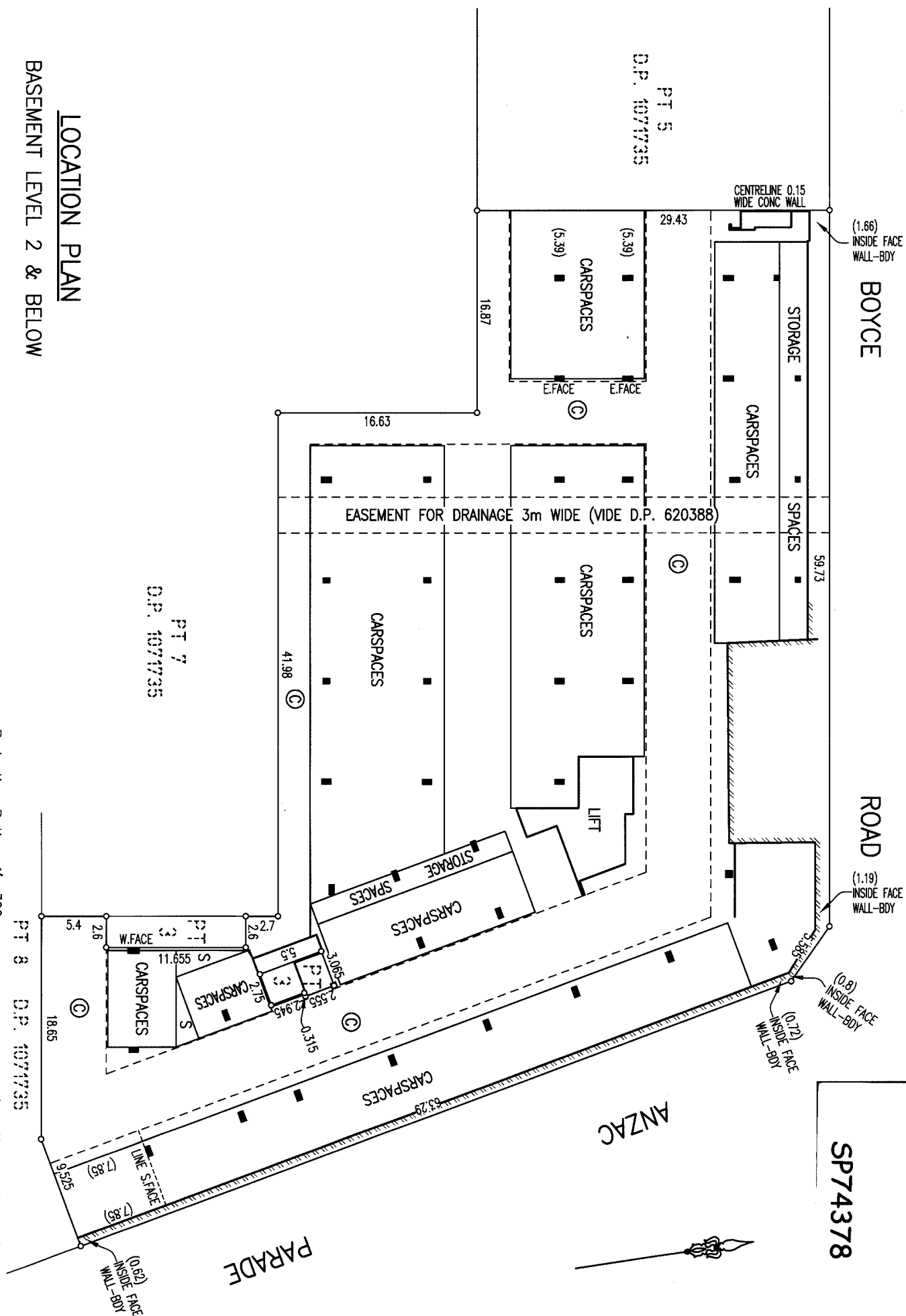
Signature of Witness  
Christopher Rungland

Signature of Attorney  
Kim Bowen

Signature of Attorney  
Kim Bowen

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

SP74378

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

M. S. Khan

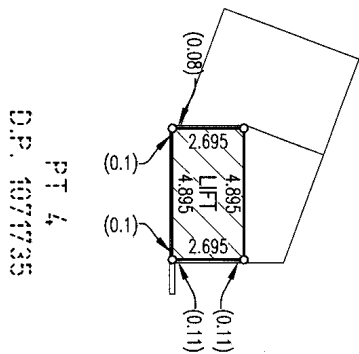
Authorised Person General Manager / Accredited Cartier

SURVEYOR'S REFERENCE : 020322 SP BUILDING 1

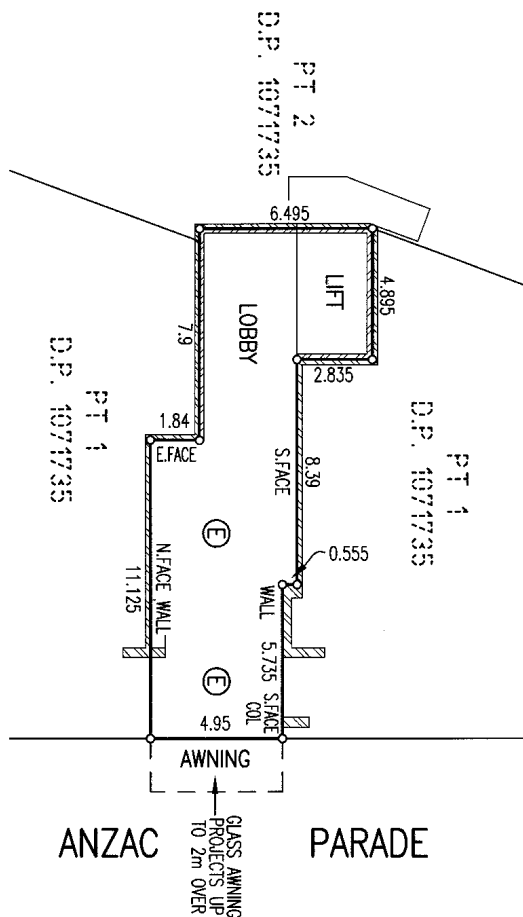
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SP74378

BASEMENT LEVEL 1



GROUND LEVEL



NOTE: THESE LEVELS ARE ENTIRELY  
COMMON PROPERTY.

LOCATION PLAN

Ⓔ - RIGHT OF ACCESS VARIABLE WIDTH (WIDE D.P. 1071735)

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

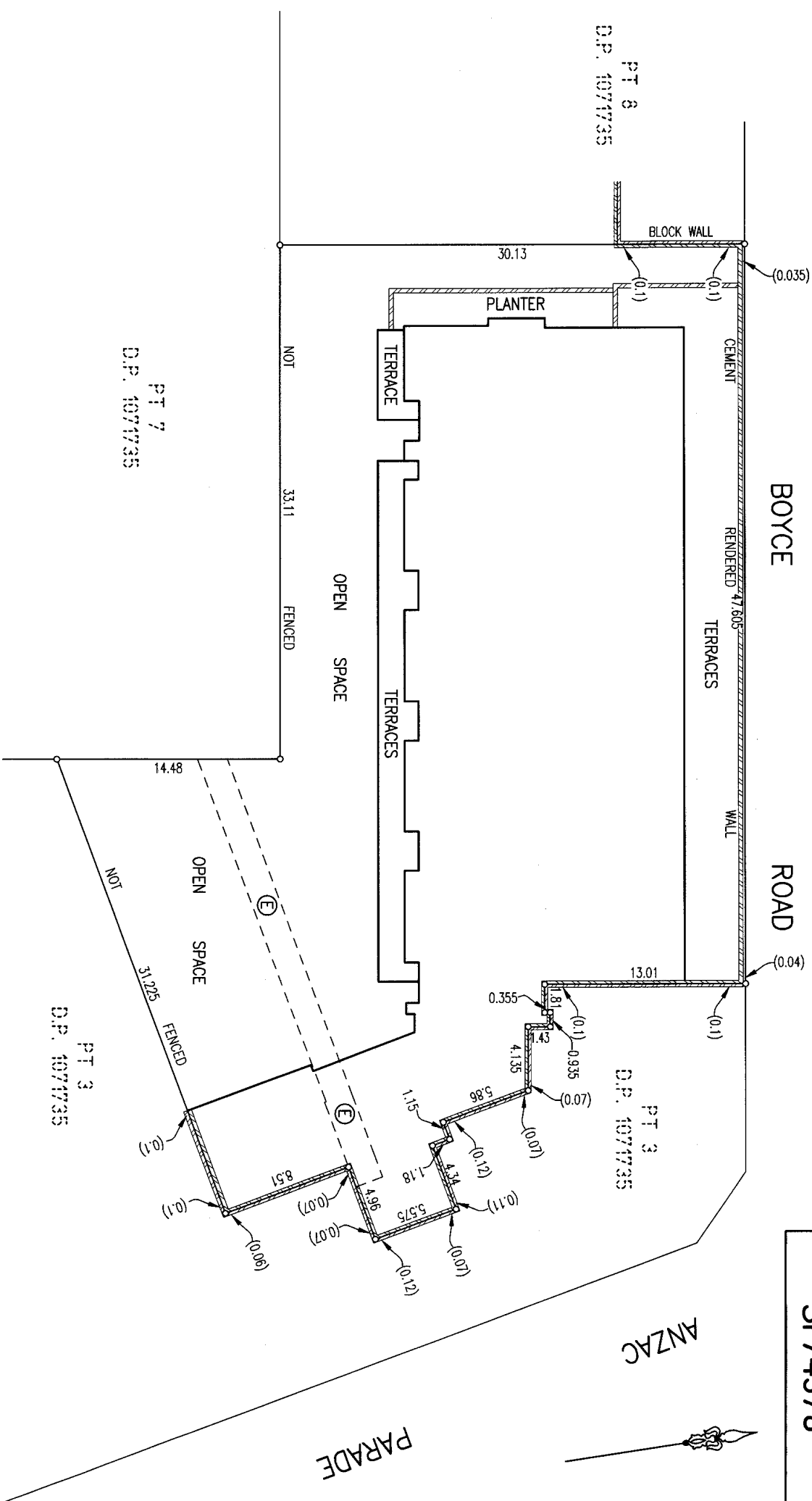
M. S. Jelen

Authorised Firm/Company/Manager/ Accredited Certifier

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SURVEYOR'S REFERENCE : 020322 SP BUILDING 1

SP74378



LOCATION PLAN

LEVEL 1

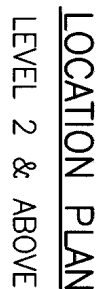
Reduction Ratio 1 : 250

Lengths are in metres

Ⓔ - RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM WIDE D.P.1071735)

Registered Surveyor

Authorised Person/General Manager/ Accredited Certifier



Reduction Ratio 1 : 700

Lengths are in metres

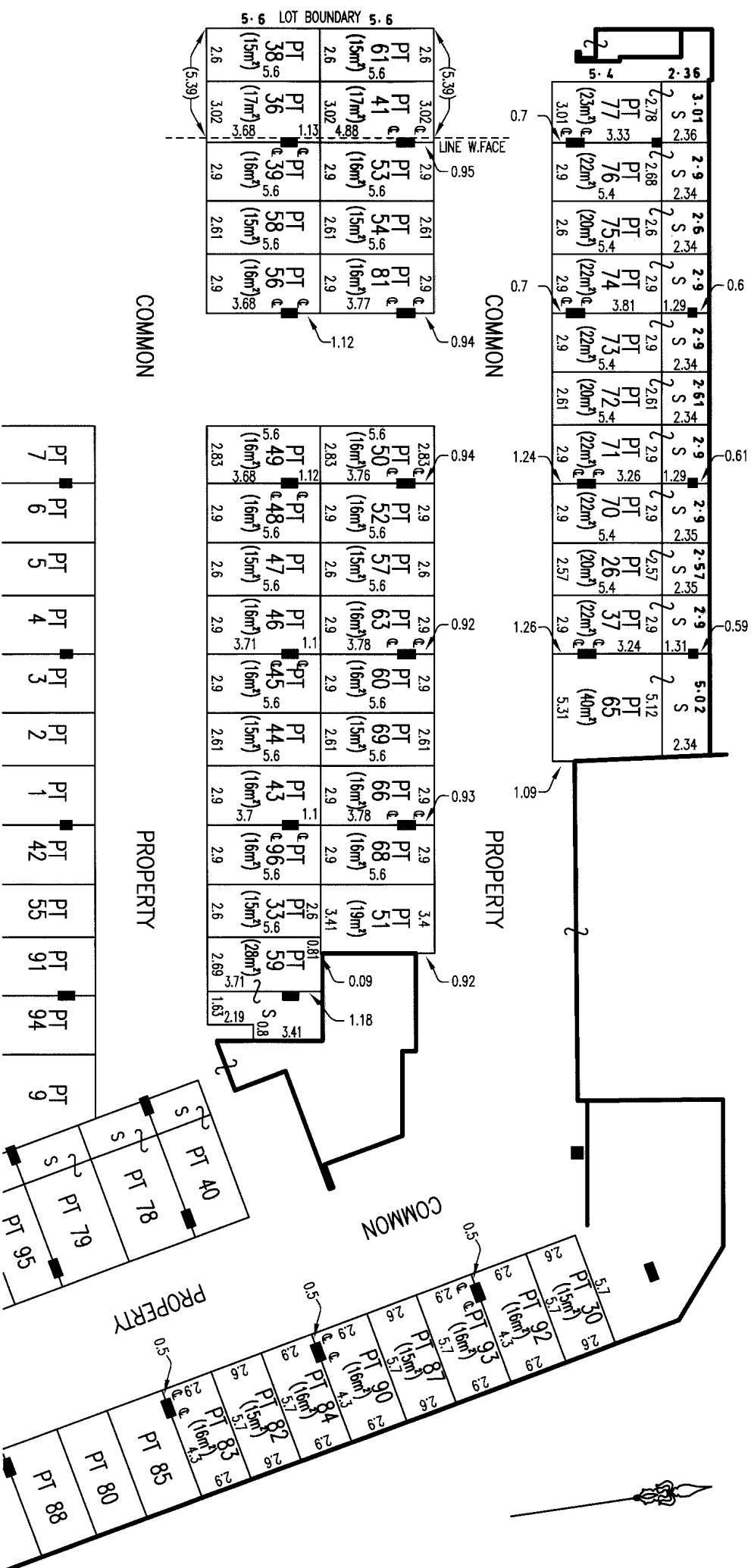
Registered Surveyor

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

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

SURVEYOR'S REFERENCE : 020322 SP BUILDING 1

SP74378



## BASEMENT LEVEL 2

ADJOINS SHEET 7

S - DENOTES STORAGE  
C - DENOTES CENTRELINE OF COLUMN

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

21/04  
~~Authorized Person/General Manager/Accredited Certifier~~

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 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 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 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 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 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 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 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 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 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

COMMON

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
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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

PROPERTY

PROPERTY

## BASEMENT LEVEL 2

S - DENOTES STORAGE  
C - DENOTES CENTRELINE OF COLUMN

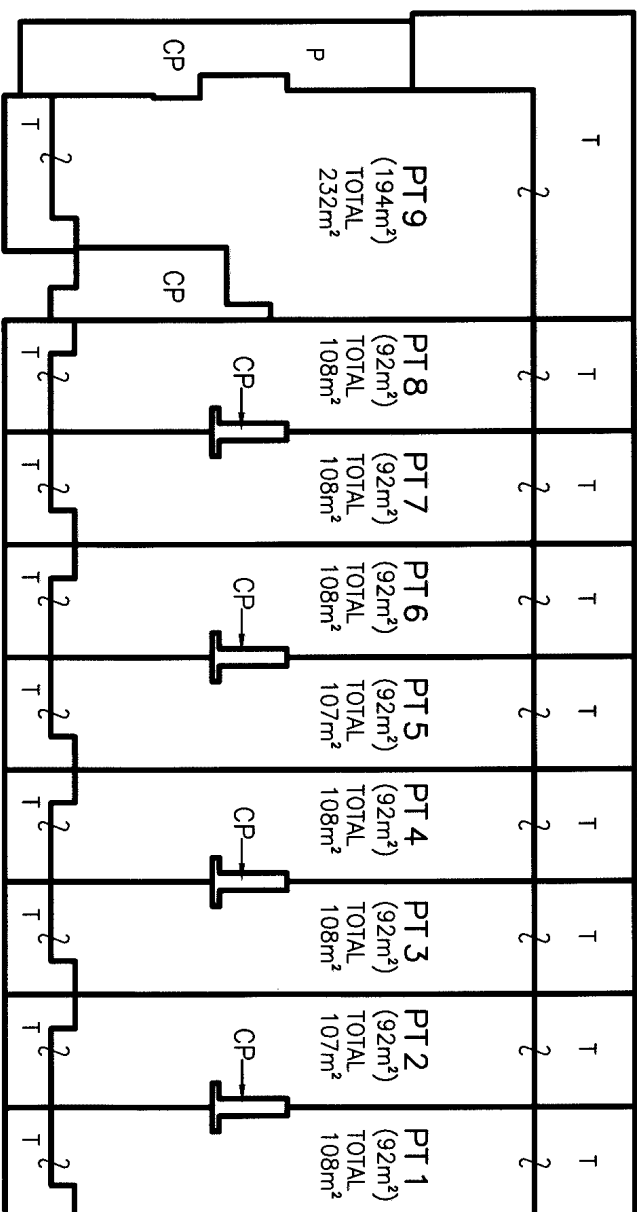
Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Authorised Person/Deputy Manager/Accredited Cartographer

SP74378



COMMON  
PROPERTY

LEVEL 1

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

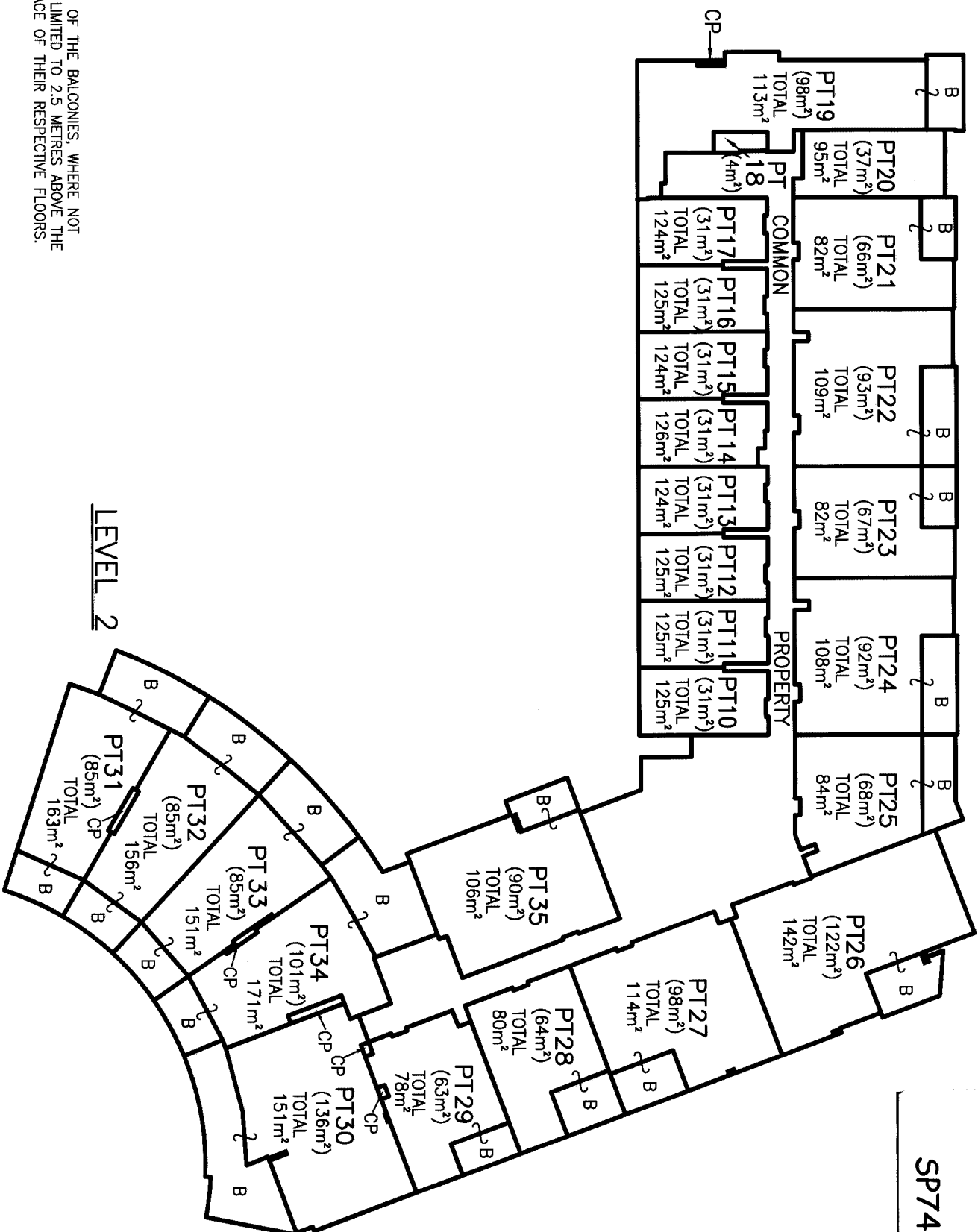
Reduction Ratio 1/1:200

Lengths are in metres

Registered Surveyor

Authorised Geospatial Manager/Accredited Cartographer

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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

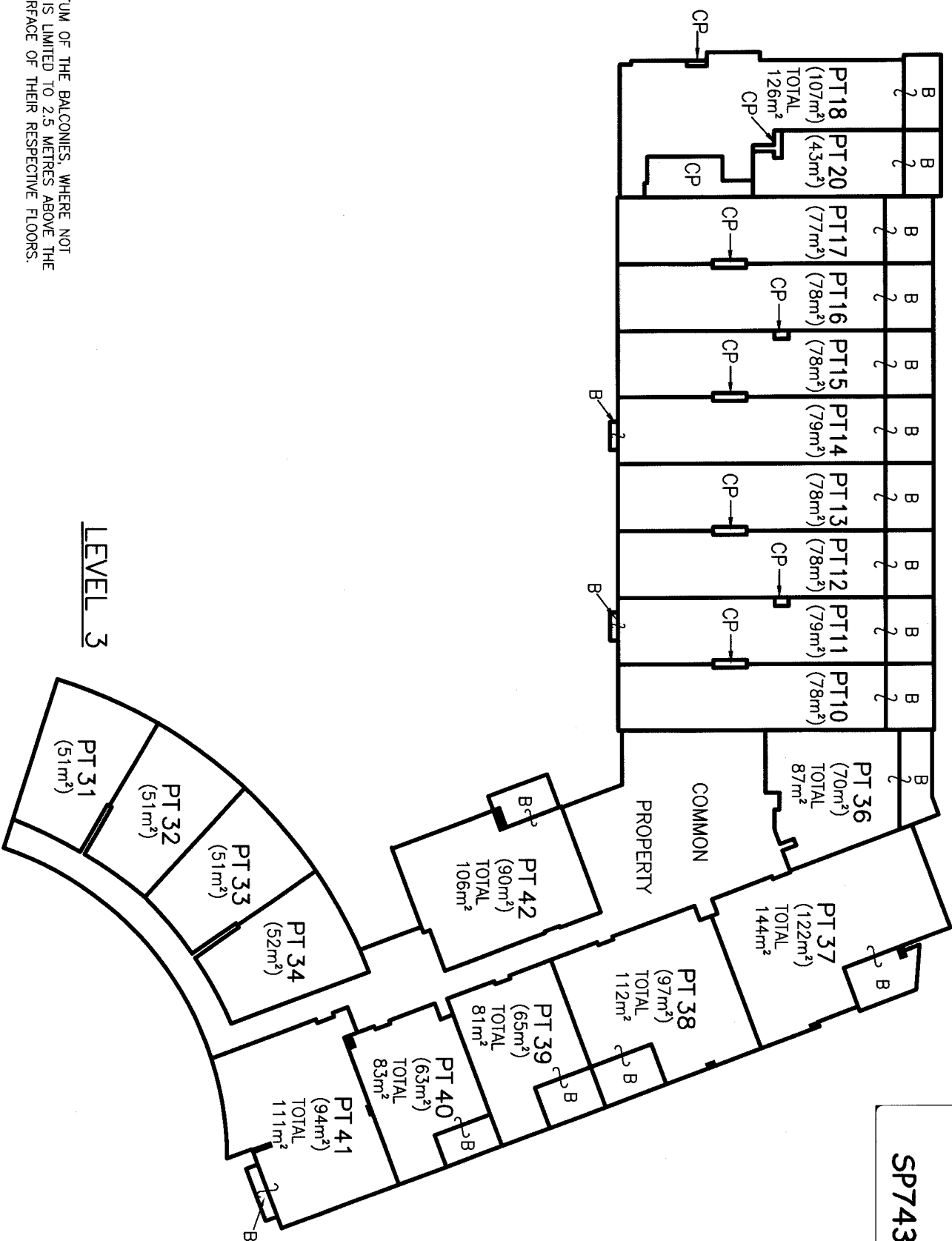
Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Design/Leasehold Manager/ Accredited Certifier

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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

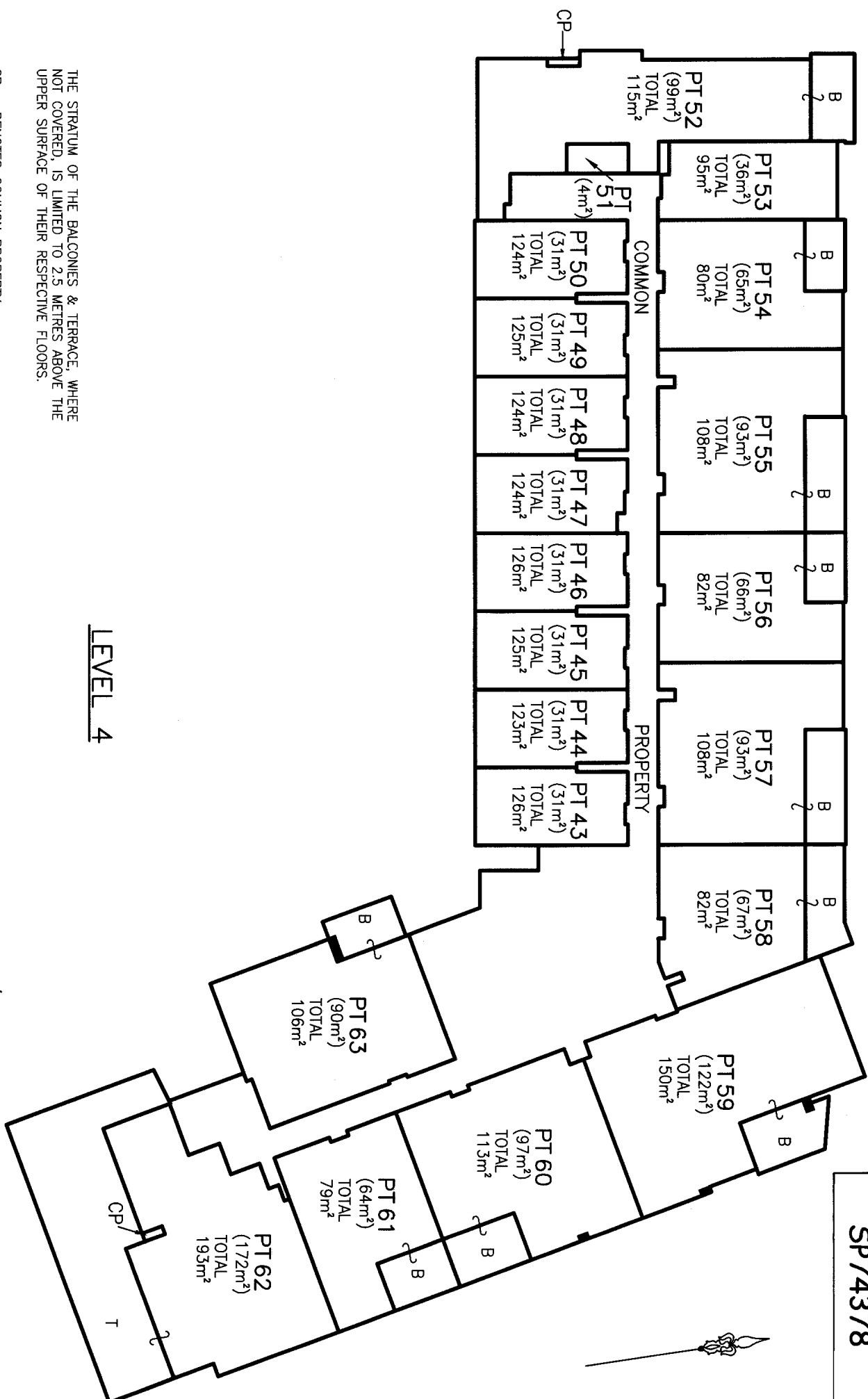
Reduction Ratio 1 : 250

Lengths are in metres

Registered Surveyor

*M. S. J. J. J.*

Authorised Person/Former Manager/Accredited Certifier



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

CP - DENOTES COMMON PROPERTY  
B - DENOTES BALCONY  
T - DENOTES TERRACE

## LEVEL 4

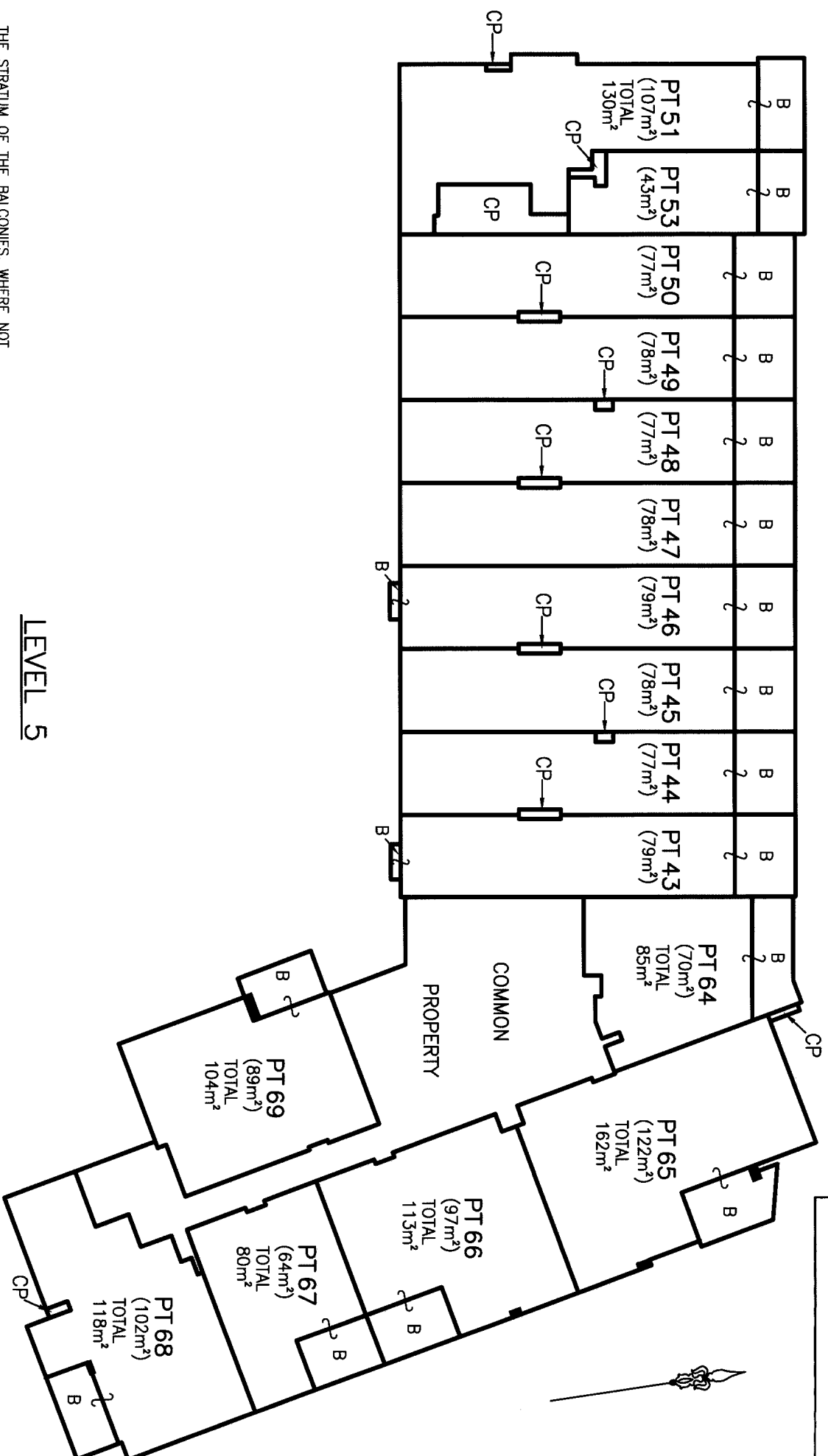
Reduction Ratio 1 : 200

Lengths are in metres/

Registered Surveyor

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

SP74378



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

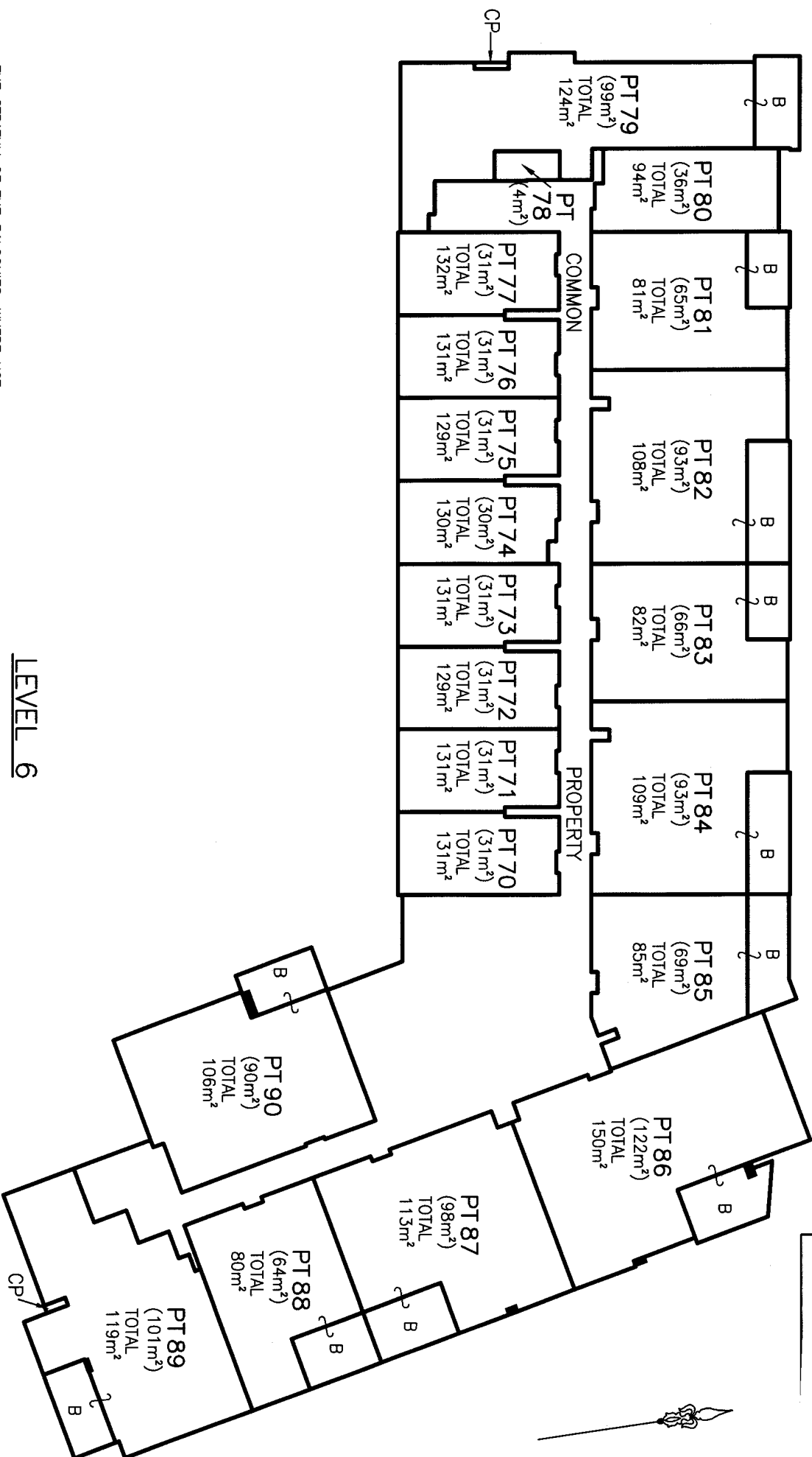
Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

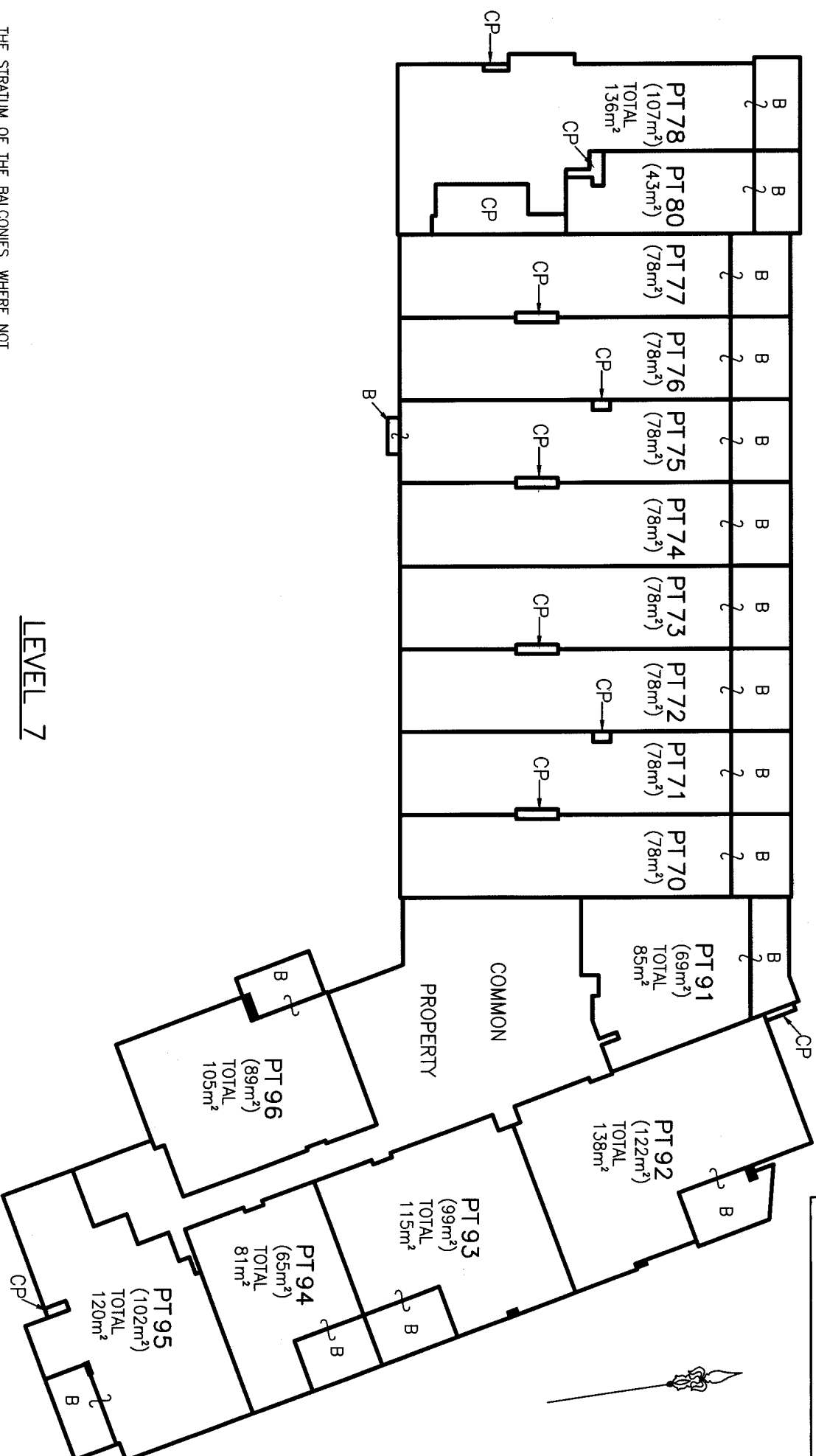
SURVEYOR'S REFERENCE : 020322 SP BUILDING 1

SP74378





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

M.S. John

Authorised Firm/Person/Manager/ Accredited Certificate

SURVEYOR'S REFERENCE : 020322 SP BUILDING 1

# MALLESONS STEPHEN JAQUES

## SP74378

### Strata Management Statement for Pacific Square

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#### Mallesons Stephen Jaques

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F +61 2 9296 3999  
DX 113 Sydney  
Ref: MGA / MGM

REGISTERED



14/3/2005

TERMS OF INSTRUMENT NOT  
CHECKED IN L.P.I.

# Strata Management Statement for Pacific Square

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# Strata Management Statement for Pacific Square

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## Part 1

### Pacific Square and the strata management statement

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## 1 What is a strata management statement?

### 1.1 Management of the building

A strata management statement is a set of rules that regulate the management and operation of a building where part of the building is subdivided by a strata scheme or schemes. These types of strata schemes are called “part building strata schemes”. The Strata Schemes at Pacific Square are part building strata schemes.

### 1.2 Rights and obligations

A strata management statement confers rights and imposes obligations on the owners corporations and owners and occupiers of lots in a building in which there is a part building strata scheme. It contains provisions about a wide range of issues including meetings, financial management and the maintenance of shared facilities.

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## 2 About Pacific Square

### 2.1 Overview

Pacific Square is a staged, mixed-use development. The development site will comprise of retail components, carparking, residential accommodation, and commercial units, each to be constructed as one or more stage of the development project.

### 2.2 What are the different components in Pacific Square?

When development is complete, Pacific Square will have ten distinct components. They will be:

Component	Description
Anzac Retail	A retail stratum lot or strata scheme on Anzac Parade comprising retail shopping outlets.
Main Retail	A retail stratum lot including a retail shopping centre complex.



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Component	Description
Service Retail North	A strata scheme or stratum comprising 4 service retail or commercial suites.
Service Retail South	A strata scheme or stratum comprising approximately 10 service retail or commercial suites.
Retail Carpark	A stratum lot including a carpark.
Boulevard	A residential strata scheme comprising 96 apartments, plus carspaces.
Northerly	A residential strata scheme comprising 70 apartments, plus carspaces.
Panorama	A residential strata scheme comprising apartments, plus carspaces.
Axis	A residential strata scheme comprising apartments, plus carspaces.
Botanica	A residential strata scheme comprising apartments, plus carspaces.

### 2.3 Development Period

The Developer will develop and subdivide Pacific Square in two or more stages, primarily the north stage described as Stage 1, and the south stage described as Stage 2. Stage 2 may be developed in one or more stages, at the Developer's discretion.

At the date of registration of this management statement, Service Retail North and the Stage 1 portions of Anzac Retail, Main Retail and Retail Carpark will be complete. This marks the commencement of the Development Period for Pacific Square for the purposes of this management statement.

Stage 1 will involve the progressive development of Stratum Lots 1 to 7 (Stratum Lot 8 being a development lot). Stage 2 will be the progressive development of Stratum Lot 8 to create future Stratum Lots 9 to 14. These future Stratum Lots 9 to 14 will form components of Pacific Square as described in clause 2.4 ("Further Subdivision and Components for Stage 2").

### 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

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- (c) subdivide Stratum Lot 7 in DP1071735 by a Strata Plan to create a Strata Scheme for Panorama; and
- (d) subdivide Stratum Lot 8 in DP1071735 into 6 Stratum Lots (future Stratum Lots 9 to 14) 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.

On completion of Stage 2, the Developer may (but is not required to):

- (e) consolidate Stratum Lot 1 in DP1071735 and future Stratum Lot 14 to form one Stratum Lot for Anzac Retail;
- (f) consolidate Stratum Lot 2 in DP1071735 and future Stratum Lot 11 to form one Stratum Lot for Main Retail; and
- (g) consolidate Stratum Lot 4 in DP1071735 and future Stratum Lot 12 to form one Stratum Lot for Retail Carpark.

## 2.5 Obligations of Owners Corporations and Owners to approve later subdivisions

If you are an Owner or an Owners Corporation, you must:

- (a) vote in favour of registering and sign any additional strata management statements to accompany the Strata Plans for buildings in further stages (if required by the Developer); and
- (b) vote in favour of and sign any application by the Developer to the Registrar-General to waive the requirement under the Development Act to register additional strata management statements with the Strata Plans for buildings in further stages (if required by the Developer); and
- (c) sign all documents and do all things reasonably necessary to give effect to this clause 2.5.

## 2.6 Effect of the Development Period on this management statement

This management statement and the management structure for Pacific Square reflect the arrangements that will operate on completion of the Development Period when the components of Pacific Square will be complete as described in clause 2.2 ("What are the different components in Pacific Square?"). There are transitional arrangements in the management statement for the Development Period about issues like:

- (a) complying with the Architectural Code; and

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- (b) membership of the Committee and voting rights; and
- (c) Budgets and Administrative Fund and Sinking Fund contributions; and
- (d) contributing to the costs of Shared Facilities.

---

### **3 What is the management structure for Pacific Square?**

#### **3.1 Part building strata schemes**

Under the Development Act, a building management committee manages a building containing a part building strata scheme (or schemes). The members of a building management committee are the owners corporations and owners of stratum lots (ie lots in the building which have not been subdivided by Strata Plans). In this management statement, the building management committee is called the Committee.

#### **3.2 Management structure**

The Committee is responsible for operating and managing Pacific Square on behalf of the Members. Each Member is a member of the Committee. Each Member appoints a Representative to attend and vote for them at Meetings of the Committee. See clause 21 ("Appointing a Representative and a Substitute Representative") for more information.

#### **3.3 Who assists the Committee to perform its functions?**

The Committee has the power to appoint various persons to assist it to perform its functions. For example, the Committee must appoint a Strata Manager to assist in the management of Pacific Square and to perform secretarial and financial functions and the Committee may:

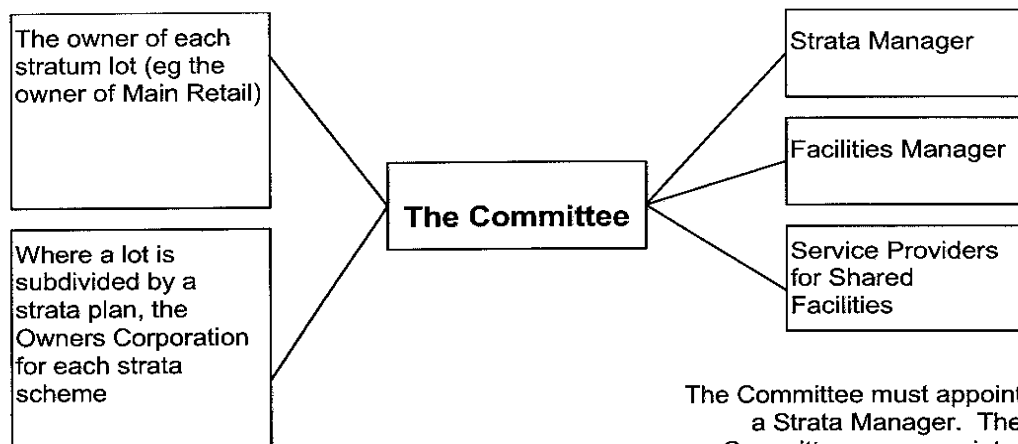
- (a) appoint a Facilities Manager to assist in the operation and maintenance of Shared Facilities; and
- (b) enter into contracts with various Service Providers for the operation, maintenance, repair and replacement of Shared Facilities.

The powers of the Committee are explained in more detail in part 2 ("Rights and obligations of the Committee").

#### **3.4 Overview of management structure**

In summary, the management structure for Pacific Square looks like this:

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These parties are Members of the Committee. They each appoint a Representative to attend and vote for them at Meetings and Emergency Meetings.

The Committee must appoint a Strata Manager. The Committee may appoint a Facilities Manager and other parties to assist in the operation and management of Pacific Square.

## 4 How does this management statement work?

### 4.1 How is this management statement set out?

There are eight parts in this management statement:

Part 1  
Pacific Square and the strata management statement

Part 1 explains the management structure of Pacific Square and who must comply with this management statement.

Part 2  
Rights and obligations of the Committee

Part 2 explains the rights and obligations of the Committee. It contains operational information about the Committee and about appointing a Strata Manager, Facilities Manager and Service Providers to assist the Committee to perform its functions.

Part 3  
Rights and obligations of Members, Owners and Occupiers

Part 3 explains the rights and obligations of Members, Owners and Occupiers. It includes provisions about insurance and access rights.

Part 4  
Meeting procedures and resolutions

Part 4 explains the procedures for convening and holding Meetings and Emergency Meetings, quorums and the types of resolutions.

Part 5  
Financial management

Part 5 explains the procedures for preparing Budgets, financial statements and levying processes for contributions to meet costs under this management statement.

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## Part 6 Shared Facilities

Part 6 explains how Shared Facilities work and are paid for by the Members. It contains important information about the operation of, and obligations for, Shared Facilities.

## Part 7 Miscellaneous

Part 7 explains the procedures for resolving Disputes and how to serve notices.

## Part 8 Dictionary

Part 8 contains a dictionary and explains how to interpret this management statement.

### **4.2 What is the effect of this management statement?**

This management statement has effect as an agreement under seal.

### **4.3 How to amend this management statement**

The Committee may amend, modify, add to or repeal all or parts of this management statement only by Unanimous Resolution.

---

## **5 Who must comply with this management statement?**

### **5.1 General obligations**

Persons who must comply with this management statement are the:

- (a) Members;
- (b) Owners; and
- (c) Occupiers.

### **5.2 Obligations for Occupiers**

If you are an Owner, you must include in any lease or other agreement for the use and occupation of your Apartment, Commercial Suite or Stratum Lot (or part) provisions requiring the Occupier to refrain from breaching this management statement.

### **5.3 Obligations for others**

You must not:

- (a) do anything to prevent another person from complying with this management statement; or
- (b) allow another person to do anything which you cannot do under this management statement.

### **5.4 Obligations for visitors**

You must:

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- (a) take all reasonable actions to ensure that your visitors refrain from breaching this management statement; and
- (b) make your visitors leave Pacific Square if they do not refrain from breaching this management statement.

## 5.5 By-laws for Strata Schemes

The By-laws for each Strata Scheme contain obligations with which Owners and Occupiers of Apartments or Commercial Suites in that Strata Scheme must comply (in addition to this management statement).

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## Part 2 Rights and obligations of the Committee

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### **6 The Committee**

#### **6.1 Establishing the Committee**

The Members must:

- (a) establish the Committee within one month after this management statement is registered; and
- (b) always have a Committee.

#### **6.2 Members of the Committee**

Each Stratum Lot Owner and Owners Corporation is a Member of the Committee.

#### **6.3 Subdivision and membership**

A Stratum Lot may be subdivided by:

- (a) a plan of subdivision after registration of this strata management statement, into two or more Stratum Lots. If this happens, the Member is the Owner of each Stratum Lot created on registration of the plan of subdivision; or
- (b) a Strata Plan after registration of this strata management statement. If this happens, the Owner of the Stratum Lot will become the Owners Corporation for the new Strata Scheme and the Member is the Owners Corporation for the Strata Scheme.

#### **6.4 Members of the Committee in Stage 1**

The Members of the Committee upon registration of this management statement are:

- (a) the Owners Corporation for Service Retail North; and
- (b) the Owner of the Stratum Lot containing Northerly (subsequently the Owners Corporation for Northerly); and
- (c) the Owner of the Stratum Lot containing Boulevard (subsequently the Owners Corporation for Boulevard); and

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- (d) the Owner of the Stratum Lot containing Panorama (subsequently the Owners Corporation for Panorama); and
- (e) the Owner of Anzac Retail; and
- (f) the Owner of Main Retail; and
- (g) the Owner of Retail Carpark; and
- (h) the Owner of Lot 8 in DP1071735; and
- (i) the Owners of Stratum Lots created if Lot 8 in DP1071735 is subdivided by a plan of subdivision.

## 6.5 Members of the Committee after the Development Period

The Members of the Committee after the Development Period will be:

- (a) the Owners Corporation for Service Retail North; and
- (b) the Owners Corporation for Service Retail South; and
- (c) the Owners Corporation for Northerly; and
- (d) the Owners Corporation for Boulevard; and
- (e) the Owners Corporation for Panorama; and
- (f) the Owners Corporation for Axis; and
- (g) the Owners Corporation for Botanica; and
- (h) the Owner(s) of Anzac Retail (comprising two stratum Lots or one consolidated lot); and
- (i) the Owner(s) of Main Retail (comprising two stratum lots or one consolidated lot); and
- (j) the Owner(s) of Retail Carpark (comprising two stratum lots or one consolidated lot).

---

## 7 Functions and powers of the Committee

### 7.1 What are the functions?

In addition to its functions and powers elsewhere in this management statement, the functions and powers of the Committee are to:

- (a) comply with its obligations and perform its functions according to the Management Act, the Development Act, this management statement and the Easements; and
- (b) make decisions about the matters in this management statement; and
- (c) convene and hold Meetings and Emergency Meetings; and



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- (d) determine Administrative Fund contributions and Sinking Fund contributions to meet the costs for performing the functions and complying with the obligations of the Committee; and
- (e) operate, maintain, renew and replace Shared Facilities; and
- (f) appoint and contract with Service Providers to provide operational, maintenance, renewal and replacement services for Shared Facilities; and
- (g) change or add to Shared Facilities; and
- (h) fairly control use of Shared Facilities; and
- (i) effect insurances according to the Management Act and this management statement; and
- (j) administer the Architectural Code (including appointing consultants to assist with applications for consent as contemplated);
- (k) monitor the performance by Members, Owners and Occupiers of their obligations under the Management Act, the Development Act and this management statement; and
- (l) monitor the performance of the Strata Manager; and
- (m) monitor the performance of the Facilities Manager; and
- (n) monitor the performance of Service Providers; and
- (o) administer and monitor compliance with the Architectural Code; and
- (p) perform ancillary functions necessary to carry out the functions and perform the obligations of the Committee.

## 7.2 How to make decisions

The Committee may make decisions only according to this management statement and:

- (a) at a properly convened Meeting or Emergency Meeting; and
- (b) by Resolution or Unanimous Resolution.

## 7.3 Power to contract and make appointments

Subject to this clause 7, the Committee has the power to:

- (a) enter into contracts or other arrangements with Service Providers and other persons (eg the Facilities Manager) to assist the Committee to perform its functions and comply with its obligations;
- (b) appoint consultants and experts to advise and assist the Committee in the administration and performance of its functions and the compliance with its obligations.

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## 7.4 Agents

The Committee may appoint persons (eg a Member or the Facilities Manager) to act as its agent to enter into contracts or other arrangements on its behalf and on behalf of each Member.

## 7.5 Making Rules

The Committee may make Rules to assist in the proper management, operation, maintenance and control of Pacific Square (for example, Rules about the use of Shared Facilities). When the Committee makes Rules:

- (a) it must take into account the mixed use nature of Pacific Square and the various components in Pacific Square; and
- (b) the Rules must not be inconsistent with this management statement; and
- (c) the Rules must not interfere with the operations and management of Main Retail, Anzac Retail and the Retail Carpark.

If there is an inconsistency between a Rule and this management statement, the management statement prevails.

## 7.6 Effect of Rules

A Rule made by the Committee under clause 7.5 ("Making Rules") applies as though it is set out in full in this management statement.

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## 8 Officers of the Committee

### 8.1 What Officers must the Committee appoint?

The Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

### 8.2 Eligibility for election

To be eligible for election as an Officer, you must be:

- (a) a Representative;
- (b) a Substitute Representative; or
- (c) the Strata Manager.

### 8.3 Appointment of Officers

The Committee must appoint its Officers within one month after this management statement is registered. The Committee:

- (a) may appoint you (if you are eligible for appointment) to hold the position of one or more Officers;
- (b) may appoint new Officers at any time; and

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- (c) must immediately appoint a replacement Officer if an existing Officer vacates their position.

## 8.4 Vacating the position of an Officer

An Officer vacates their position as an Officer if:

- (a) they cease to be a Representative, Substitute Representative or the Strata Manager; or
- (b) the Committee dismisses them from their position; or
- (c) the Committee appoints a replacement Officer to fill their position; or
- (d) the Officer resigns in writing from their position. They must serve notice on the Committee of their resignation and the date from which it will become effective.

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## 9 Functions of Officers

### 9.1 Exercising functions

An Officer must perform their functions according to this management statement, the Management Act, the Development Act and the directions of the Committee.

### 9.2 The Secretary

In addition to the functions elsewhere in this management statement, the functions of the Secretary are to:

- (a) convene Meetings and Emergency Meetings; and
- (b) prepare and distribute notices, agendas and minutes for Meetings and Emergency Meetings; and
- (c) serve notices for the Committee; and
- (d) answer communications sent to the Committee; and
- (e) perform administrative and secretarial functions for the Committee; and
- (f) keep books and records (other than records which the Treasurer must keep) for the Committee according to this management statement and the Management Act; and
- (g) make the books and records of the Committee available for inspection according to clause 14 ("Inspecting the records of the Committee").

### 9.3 The Treasurer

In addition to the functions elsewhere in this management statement, the functions of the Treasurer are to:

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- (a) prepare Budgets for the Administrative Fund and Sinking Fund; and
- (b) prepare Outstanding Levy Certificates; and
- (c) prepare (or arrange for the preparation of) financial statements; and
- (d) prepare (or arrange for the preparation of) audit reports; and
- (e) send notices of Administrative Fund and Sinking Fund contributions to Members; and
- (f) collect contributions from Members; and
- (g) receive, acknowledge, bank and account for contributions and other money paid to the Committee; and
- (h) pay accounts; and
- (i) keep accounting records for the Committee.

## 9.4 The Chairperson

The function of the Chairperson is to preside at each Meeting and Emergency Meeting at which the Chairperson is present. If the Chairperson does not attend a Meeting or an Emergency Meeting, the persons present at the meeting may appoint another Representative, Substitute Representative or the Strata Manager to preside at that meeting only.

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## 10 Appointing a Strata Manager

### 10.1 Purpose of the agreement

The Committee has the power to appoint and enter into agreements with a Strata Manager to assist the Committee perform its functions and, in particular, to perform secretarial and financial functions.

### 10.2 Qualifications of the Strata Manager

The Strata Manager must have the licences required by law to be a strata managing agent.

### 10.3 Delegation of functions

Subject to this clause 10 and the law, the Committee may delegate to the Strata Manager some or all of the functions of the Committee and the Officers.

### 10.4 Restrictions on delegation

The Committee must not delegate these functions to the Strata Manager:

- (a) the function to delegate functions of the Committee or the Officers; or
- (b) functions which the Committee may exercise only by Unanimous Resolution; or

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- (c) the function to determine Administrative Fund and Sinking Fund contributions; or
- (d) functions which the Committee decides may be performed only by the Committee.

## 10.5 Form of agreement

An agreement between the Committee and the Strata Manager must:

- (a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 7.4 ("Agents")) and the Strata Manager;
- (b) reserve the power for the Committee and the Officers to continue to exercise the functions which the Committee has delegated to the Strata Manager; and
- (c) contain provisions about the rights of the Committee and the Strata Manager to terminate the agreement early if a party does not comply with their obligations under the agreement.

## 10.6 Term of the appointment

The term of the initial agreement between the Committee and the Strata Manager must not exceed three years (or such lesser maximum term as may be permitted by law). The term of a new agreement may be for the period determined by the Committee (acting reasonably).

## 10.7 Remuneration

The remuneration of the Strata Manager for the first year of the initial agreement under this clause 10 must not exceed \$20,000. The remuneration of the Strata Manager for the second and subsequent years of the initial agreement (and for any new agreements) may be the amount determined by the Committee (acting reasonably).

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## 11 Appointing a Facilities Manager

### 11.1 Purpose of the agreement

The Committee has the power to appoint and enter into agreements with a Facilities Manager to provide operational and management services for Pacific Square and, in particular, to assist the Committee perform its functions in relation to Shared Facilities.

### 11.2 Services to Committee and Members

The Facilities Manager may provide:

- (a) services to the Committee which Members must pay for according to Schedule 2 or 3 (as applicable); and

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- (b) services for an individual Member, Owner or Occupier (at the request of the Member, Owner or Occupier) which must be paid for or reimbursed to the Facilities Manager by that Member, Owner or Occupier.

## 11.3 Form of agreement

Subject to the law, an agreement between the Committee and a Facilities Manager must:

- (a) be in writing and be signed by each Member (or a person appointed by the Committee under clause 7.4 ("Agents")) and the Facilities Manager; and
- (b) allow the Facilities Manager to terminate the agreement if the Facilities Manager is not appointed by:
  - (i) at least three of the Owners Corporations as their Caretaker during the Development Period; and
  - (ii) at least five of the Owners Corporations as their Caretaker after the Development Period.
- (c) contain provisions about the rights of the Committee and Facilities Manager to terminate the agreement early if the party does not comply with, or perform their obligations under, the agreement.

## 11.4 Term of the appointment

The term of the initial agreement between the Committee and a Facilities Manager under this clause 11 must not exceed three years (or such lesser maximum term as may be permitted by law). The term of the new agreement may be for the period determined by the Committee (acting reasonably) but, in any event, should not exceed the maximum period allowed by law.

## 11.5 Facilities Manager's Office and Store Room

The Committee may allow the Facilities Manager to use the Facilities Manager's Office and Store Room to provide operational and management services for Pacific Square to the exclusion of the Members, Owners and Occupiers. The Committee may:

- (a) include the arrangements for use of the Facility Manager's Office and Store Room in its agreement with the Facilities Manager; and
- (b) allow the Facilities Manager to make alterations to the Facility Manager's Office and Store Room to facilitate its use by the Facilities Manager.

## 11.6 Duties

The duties of the Facilities Manager under this agreement may include:

- (a) managing the operation, maintenance, repair and replacement of Shared Facilities; and

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- (b) supervising contracts entered into by the Committee or by the Facilities Manager on behalf of the Committee and, in particular, contracts for garbage and waste removal, security, fire services, lifts and services; and
- (c) doing anything else which the Committee considers is necessary for the operation and management of Shared Facilities and Pacific Square.

## 11.7 Agreements by Members in their capacity as Owners Corporations

An agreement entered into by the Committee under this clause may include duties, remuneration and other arrangements between a Facilities Manager and a Member (for example, if the Member is an Owners Corporation in its capacity as an Owners Corporation instead of in its capacity as a Member of the Committee). The duties, remuneration and arrangements must be dealt with separately in the agreement to the duties, remuneration and arrangements between the Facilities Manager and the Committee.

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## 12 Insurance requirements

### 12.1 Statutory insurance

The Committee must effect building insurance for Pacific Square in accordance with the Management Act and this clause 12.

### 12.2 Required insurances

In addition to its statutory obligation to effect building insurance, the Committee must:

- (a) effect machinery breakdown insurance for Shared Facilities plant and equipment which is not covered under warranty; and
- (b) subject to clause 12.3 ("Public liability for certain Shared Facilities"), effect public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by the Management Act for a public liability policy effected by an owners corporation; and
- (c) effect workers compensation insurance if required by law; and
- (d) effect enough insurance cover to pay for increased costs during the period of insurance.

### 12.3 Public liability for certain Shared Facilities

The Committee is not required to effect separate public liability insurance in respect of Shared Facilities located within Main Retail (for example, the Travelator) if:

- (a) the Main Retail Owner effects public liability insurance for a cover of not less than the amount prescribed by the Management Act for a public liability policy effected by an owners corporation in respect of those Shared Facilities; and

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- (b) the Main Retail Owner's policy notes the interest of the other Members of the Committee in respect of those Shared Facilities; and
- (c) the Main Retail Owner provides the Committee with a copy of the certificate of currency evidencing the public liability insurance in effect from time to time and interests noted in respect of those Shared Facilities.

The exemption under this clause applies for the period that the Main Retail Owner's relevant public liability insurance policy remains in effect.

## 12.4 Exemptions from the insurance

- (a) The Developer may make an application under section 86 of the Management Act (before or during the Development Period) for an exemption from the liability to effect building damage policy insurance in respect of either or both of:
  - (i) the Stratum Lots for Northerly, Boulevard and Panorama pending their completion and issue of an occupation certificate, or registration of the relevant Strata Plan (at the absolute discretion of the Developer); and
  - (ii) those components in Stage 2 of Pacific Square which are not or yet to be structurally connected to the components located in Stage 1 and therefore do not, at the relevant time, form part of the building for Pacific Square.

Orders granting exemptions may be granted under section 86 of the Management Act subject to a condition that the Developer effects other insurance for the components concerned as specified in that order.

- (b) If your consent is required, you must give your consent and do all things reasonably necessary, including signing all documents and passing resolutions, to allow the Developer to lodge an application contemplated in this clause 12.4.
- (c) If the Developer obtains an order under the Management Act granting such an exemption from the liability to effect building damage policy insurance, the Committee's obligation to effect building damage policy insurance will exclude those components of Pacific Square the subject of the exemption obtained for the period the exemption remains in force.

## 12.5 Optional insurances

The Committee may effect other types of insurance including, but not limited to, office bearers liability insurance for its Officers.



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### 12.6 Proceeds of building insurance claims

The Committee must:

- (a) apply any payments it receives under the building policy for Pacific Square to rebuild or reinstate the damaged parts of Pacific Square; and
- (b) rebuild or reinstate the damaged parts of Pacific Square within a reasonable time.

See clause 29.5 ("Proceeds of building insurance claims") regarding the obligations of Members if they receive a payment under the building policy for Pacific Square.

Unless required by law, this clause does not apply to the owner of Main Retail, the Retail Carpark or Anzac Retail except to the extent required to provide support and shelter.

### 12.7 Valuations

The Committee must have Pacific Square valued for insurance purposes at least every three years. The valuation must be done by a qualified valuer or quantity surveyor who has:

- (a) a minimum of five years experience; and
- (b) experience in valuing for insurance purposes buildings like Pacific Square.

### 12.8 When to carry out the first valuation

The Committee must have the first valuation carried out within six months after this management statement is registered.

### 12.9 Amount of building insurance

The Committee must insure Pacific Square for the sum determined by the valuer or quantity surveyor (or a higher sum if determined by the Committee acting reasonably).

### 12.10 Regular review of insurances

Each year the Committee must:

- (a) review its current insurance policies; and
- (b) decide whether it needs new insurance policies and, if so, effect those policies; and
- (c) decide whether it needs to adjust current insurance policies and, if so, adjust those policies.

The Secretary of the Committee must include a motion on the agenda for a Meeting to determine the matters in this clause 12.10.

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## 12.11 Insuring for new risks

The Committee must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Committee, Pacific Square or Shared Facilities.

## 12.12 Insurance records

The Committee must:

- (a) keep with its books and records all duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances it effects under this clause 12; and
- (b) provide a certificate of currency to each Member after it renews an existing policy, alters an existing policy or effects a new policy.

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## 13 Keeping books and records

### 13.1 Obligations of the Committee

The Committee must keep books and records relating to the exercise of its functions and the operation, management and administration of Pacific Square and Shared Facilities.

### 13.2 Which books and records must the Committee keep?

Books and records which the Committee must keep include:

- (a) an up-to-date copy of this management statement; and
- (b) its agreements with the Strata Manager, Facilities Manager and other Service Providers; and
- (c) an up-to-date roll containing the names, addresses and other contact details for each Member, Representative and Substitute Representative; and
- (d) Appointment Forms and Membership Forms received from Members; and
- (e) notices and minutes of Meetings and Emergency Meetings; and
- (f) Proxy Forms and voting papers for Meetings and Emergency Meetings; and
- (g) financial statements; and
- (h) copies of Outstanding Levy Certificates; and
- (i) audit reports; and
- (j) Budgets; and
- (k) notices served on the Committee; and

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- (l) correspondence sent to and by the Committee; and
- (m) insurance records including duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances; and
- (n) all other records relating to the administration and operation by the Committee of Pacific Square and Shared Facilities.

## 13.3 How long are records kept?

The Committee must keep copies of its records for at least seven years from the date of the record.

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## 14 Inspecting the records of the Committee

### 14.1 Who is entitled to inspect the books and records?

You may inspect the books and records of the Committee if you are a Member or an Owner (or a person authorised in writing by them).

### 14.2 What is the procedure?

The procedure for inspecting the books and records of the Committee is:

- (a) the applicant must apply in writing to the Secretary; and
- (b) the applicant must pay the Committee an inspection fee of \$20.00 for the first hour of the inspection and \$10.00 for each half hour after that (or other amounts the Management Act requires for the inspection of the records of an owners corporation).

### 14.3 Time for the inspection

The Secretary must allow an applicant to inspect the Committee's books and records within ten Business Days after the applicant makes a written application and pays the inspection fee.

### 14.4 Taking copies of records

At the cost of the applicant, the applicant may take extracts from or copy the books and records. The applicant cannot remove the books and records unless the Committee agrees.

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## 15 Providing Outstanding Levy Certificates

### 15.1 Who may apply for a certificate?

You may apply to the Committee for an Outstanding Levy Certificate if you are a Member or an Owner (or a person authorised in writing by them).

### 15.2 Procedure to obtain a certificate

The procedure for obtaining an Outstanding Levy Certificate is:

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- (a) the applicant must apply in writing to the Treasurer; and
- (b) the applicant must pay the Committee a fee of \$70.00 (or other amounts for a certificate under section 109 of the Management Act (or its equivalent)).

## 15.3 Information to be included in a certificate

The Committee must include in an Outstanding Levy Certificate the following information in relation to the Member specified in the application:

- (a) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable; and
- (b) the amount of the regular periodic Sinking Fund contributions and the period for which the contributions are payable; and
- (c) the amount of any unpaid Administrative Fund contributions or Sinking Fund contributions; and
- (d) any amount recoverable for work carried out by the Committee according to clause 17 ("Power of the Committee to do work in an emergency"); and
- (e) any amount and rate of interest payable to the Committee under this management statement; and
- (f) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.

## 15.4 When must the certificate be given?

The Treasurer must provide an Outstanding Levy Certificate within 10 Business Days after receiving an application.

## 15.5 Certificate is evidence of matters in it

An Outstanding Levy Certificate is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate is the person referred to in the certificate) taking an interest in Pacific Square.

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## 16 Power of the Committee to gain access to Shared Facilities

### 16.1 General requirement

When the Committee exercises its rights to access parts of Pacific Square, it must not interfere unreasonably with your lawful use of that area or the quiet enjoyment of the Occupiers.

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### 16.2 What are the powers of the Committee?

Subject to this clause 16, the Committee has the power to gain access to an Apartment, a Commercial Suite or a Stratum Lot or Common Property in order to:

- (a) operate, inspect, test, treat, use, maintain, repair or replace Shared Facilities (eg the integrated fire system for Pacific Square or Fire Safety Devices); and
- (b) exercise its rights and comply with its obligations under this management statement.

### 16.3 Access requirements

To enable the Committee to exercise its powers under this clause and subject to clause 16.4 ("Notice requirements") you must:

- (a) if you are an Owners Corporation, give the Committee access to your Common Property; and
- (b) if you are an Owner or Occupier give the Committee access to your Apartment, Commercial Suite or Stratum Lot,

by the most direct route or by the route nominated by the Committee (acting reasonably).

### 16.4 Notice requirements

The Committee must give you reasonable notice before it requires access to your part of Pacific Square. However, in an emergency the Committee is not required to give you notice if it is not practicable to do so.

### 16.5 Paying costs

Subject to this management statement, the Committee must pay the costs it incurs when it gains access to parts of Pacific Square under this clause 16.

### 16.6 Rectifying damage

When it exercises its rights or complies with its obligations under this clause 16, the Committee must:

- (a) promptly rectify any damage it causes to your part of Pacific Square; and
- (b) leave your part of Pacific Square clean and tidy.

### 16.7 Sole User

If you are the sole user of a Shared Facility, you may exercise the rights of the Committee under this clause 16. You are also bound by the obligations of the Committee under this clause 16.

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### 16.8 Interpreting this clause

In this clause 16, references to the Committee include persons authorised by the Committee and Services Providers appointed by the Committee.

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## 17 Power of the Committee to do work in an emergency

### 17.1 What power does the Committee have?

In an emergency, the Committee may do anything in Pacific Square which you should have done under this management statement but which, in the opinion of the Committee acting reasonably, you have not done or have not done properly. If practicable, the Committee must give you notice before it exercises its rights under this clause 17.

### 17.2 Entering parts of Pacific Square

To exercise its rights under this clause 17, the Committee may:

- (a) enter your part of Pacific Square and stay there for as long as necessary; and
- (b) do what is required to remedy the emergency

provided that the Committee does not interfere unreasonably with the lawful use of your part of Pacific Square or unreasonably interfere with the quiet enjoyment of the Occupiers.

### 17.3 What are your obligations?

If the Committee carries out work under this clause 17, you must pay it its reasonable costs for carrying out the work you should have carried out. The Committee must give you the information you reasonably require about the costs it has incurred.

### 17.4 Damages

The Committee is not liable for damage arising out of exercising rights under this clause 17 (except for damage it causes maliciously or negligently).

### 17.5 Interpreting this clause

In this clause 17, references to the Committee include persons authorised by the Committee and Service Providers appointed by the Committee.

### 17.6 Sole User

If you are the sole user of a Shared Facility, you may exercise the rights of the Committee under this clause 17. You are also bound by the obligations of the Committee under this clause 17.

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## **18 Power of the Committee to act on behalf of the Members**

### **18.1 Acting as agent**

Each Member agrees that the Committee (or a person appointed by the Committee) may act as agent for all the Members and take legal proceedings about:

- (a) the failure of a Member to pay Administrative Fund contributions or Sinking Fund contributions;
- (b) the failure of a Member, an Owner or an Occupier to comply with their obligations under this management statement.

### **18.2 Appointment as agent and attorney**

Each Member appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee to take any action authorised by the Committee.

### **18.3 Legal proceedings by a Member**

This clause 18 does not prevent a Member from taking legal proceedings in its own name.

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## **19 Consents by the Committee**

### **19.1 How may consent be given?**

The Committee may give consents under this management statement only at a Meeting or an Emergency Meeting. Unless a clause states otherwise, the Committee may give consents by Resolution.

### **19.2 Conditional consent**

The Committee may make conditions if it gives you consent under this management statement.

### **19.3 Revoking consent**

The Committee may revoke its consent if you do not comply with:

- (a) conditions made by the Committee when it granted the consent; or
- (b) the clause under which the Committee granted the consent.

# Strata Management Statement for Pacific Square

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## Part 3 Rights and obligations of Members, Owners and Occupiers

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### 20 What are the rights and obligations of Members?

#### 20.1 General obligations

In addition to your obligations in the Management Act, the Development Act and elsewhere in this management statement, if you are a Member you must:

- (a) act reasonably and in good faith in your dealings with the Committee, other Members, Owners and Occupiers; and
- (b) promptly comply with your obligations under this management statement, the Management Act and the Development Act; and
- (c) ensure, as far as is reasonable, that Pacific Square is efficiently managed to a standard appropriate to its permitted uses; and
- (d) promptly pay your Administrative Fund contributions, Sinking Fund contributions and other amounts you owe the Committee under this management statement; and
- (e) effect and maintain the insurances required by the Management Act and this management statement; and
- (f) ensure the Committee is properly constituted; and
- (g) comply with decisions of the Committee; and
- (h) comply with your obligations under the Architectural Code (subject to any exemptions in clause 26 ("Architectural Code and carrying out works")); and
- (i) comply with Easements and not do anything to interfere with a Grantee or Grantor exercising their rights under an Easement (or the Committee exercising those rights according to this management statement); and
- (j) comply with any Rules.

#### 20.2 Voting rights

If you are a Member, you have the right to vote at Meetings and Emergency Meetings according to part 4 ("Meeting procedures and resolutions").



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## 20.3 Maintenance requirements

Except for Shared Facilities and subject to this management statement, if you are a Member you must at your cost:

- (a) maintain and keep in good repair the part of Pacific Square which you own; and
- (b) maintain and keep in good repair the façade and other external finishes, fixtures or fittings in the part of Pacific Square which you own; and
- (c) maintain, inspect and operate plant and equipment owned or used exclusively by you to a standard recommended by the manufacturer or the applicable Australian standard.

## 20.4 Structural adequacy

Members, Owners and Occupiers:

- (a) must maintain the structural adequacy of their part of Pacific Square (unless the Committee is required to do so); and
- (b) must not do anything to affect the structural adequacy of Pacific Square (or any part of it).

## 20.5 Damage

If you are a Member you are liable for damage or loss you cause to each other Member, an Owner or an Occupier if you do or fail to do something under this management statement. However, your liability does not include damage or loss caused or contributed to by the Member, Owner or Occupier suffering the damage or loss. In this clause 20.5, a reference to a Member includes the Representative, Substitute Representative, contractors, employees and agents of the Member.

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## 21 Appointing a Representative and a Substitute Representative

### 21.1 Appointment of Representatives

Subject to this clause 21 and clause 6.3 ("Subdivision and membership"), if you are a Member you:

- (a) must appoint a Representative to represent and vote for you at Meetings and Emergency Meetings; and
- (b) appoint a Substitute Representative to represent and vote for you at Meetings and Emergency Meetings if your Representative cannot attend; and
- (c) may appoint new Representatives and Substitute Representatives at any time.

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## **21.2 Appointments by Owners Corporations**

If you are an Owners Corporation, you must appoint your Representatives and Substitute Representatives only according to the Development Act and, if applicable, the By-law for your Strata Scheme titled "Appointing a Representative and Substitute Representative".

## **21.3 Eligibility for appointment**

Representatives and Substitute Representatives must be natural persons.

## **21.4 Appointment Form**

You must complete and serve on the Committee an Appointment Form if:

- (a) you appoint a Representative or a new Representative; or
- (b) you appoint a Substitute Representative or a new Substitute Representative; or
- (c) the contact details for your Representative or Substitute Representative change.

## **21.5 When does an appointment become effective?**

Your appointment of a Representative or Substitute Representative (or a new Representative or new Substitute Representative) takes effect when the Committee receives a duly completed Appointment Form from you.

## **21.6 Proxies**

You may authorise your Representative or Substitute Representative to appoint a proxy to represent and vote for you at Meetings and Emergency Meetings. In your Appointment Form, you must advise the Committee whether your Representative or Substitute Representative may appoint a proxy.

## **21.7 Acts by Representatives and Substitute Representatives**

Anything done for you by your Representative or Substitute Representative has the same effect as if you did it.

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## **22 Procedures when you become a Member or change your contact details**

### **22.1 Purchasing a Stratum Lot**

If you purchase a Stratum Lot, you must complete a Membership Form and serve it on the Committee as soon as practicable after you become a Member.

### **22.2 Leasing your lot**

If you lease or licence your Apartment or Commercial Suite (or part of it), you must complete the part of the Membership Form dealing with new

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tenancies and serve it on the Committee as soon as practicable after the lease or licence commences.

## 22.3 New Stratum Lots

If you are the Owner of a Stratum Lot which is created by registration of a plan of subdivision, you must complete a Membership Form and serve it on the Committee within five Business Days after you become a Member. You become a Member from the date of registration of the plan of subdivision.

## 22.4 Owners Corporations

When an Owners Corporation is created, it must complete a Membership Form and serve it on the Committee within five Business Days after registration of the relevant Strata Plan. You become a Member from the date of registration of the Strata Plan.

## 22.5 Changing your contact details

If you are a Member, you must complete and serve a Membership Form on the Committee as soon as practicable if:

- (a) you change your name, address, telephone number or fax number; or
- (b) if the lessee or licensee of your Apartment or Commercial Suite (or part of it) changes their name, address, telephone number or fax number.

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## 23 What are the obligations of Owners and Occupiers?

### 23.1 General Obligations

In addition to your obligations elsewhere in this management statement, if you are an Owner or an Occupier you must:

- (a) promptly comply with your obligations under this management statement, the Management Act and the Development Act; and
- (b) comply with decisions of the Committee; and
- (c) comply with your obligations under the Architectural Code; and
- (d) comply with Easements and not do anything to interfere with a Grantee or a Grantor exercising their rights under an Easement (or the Committee exercising those rights according to this management statement); and
- (e) comply with any Rules.

### 23.2 Nature of obligations

You must act in good faith in your dealings with Members, Owners and Occupiers under this management statement and the Easements.

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## 23.3 Shared Facilities

You must not interfere with Shared Facilities other than according to this management statement and the Easements.

## 23.4 Rights under Easements

You must not do anything to prevent or hinder a Grantee from exercising their rights under an Easement.

## 23.5 Damages

If you are an Owner or Occupier, you are liable for damage or loss you cause to a Member, an Owner or an Occupier if you do or fail to do something under this management statement. However, your liability does not include damage or loss caused or contributed to by the Member, Owner or Occupier suffering the damage or loss.

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## 24 Giving approval to subdivisions

### 24.1 Subdivisions contemplated in this management statement

Members must give their consent under:

- (a) section 195D of the Conveyancing Act 1919 (NSW) (or its equivalent) and do all things that the Developer requires to permit registration of a plan of subdivision for buildings or components in Pacific Square that have not yet been fully constructed but are contemplated by this management statement; and
- (b) section 28V of the Development Act (or its equivalent) and do all things that the Developer requires to permit registration of Strata Plans and any necessary strata management statements for buildings in Pacific Square that have not yet been fully constructed but are contemplated by this strata management statement.

### 24.2 Subdivisions which create Stratum Lots

In addition to your obligations under clause 24.1 ("Subdivisions contemplated in this management statement"), if the Owner of a Stratum Lot proposes to subdivide their Stratum Lot to create two or more Stratum Lots, you must:

- (a) give your consent to the proposed plan of subdivision; and
- (b) do all things reasonably necessary, including signing documents and passing resolutions, to allow registration of the plan of subdivision

provided that the proposed subdivision does not detrimentally and substantially affect your use of, or contribution towards, Shared Facilities.

### 24.3 Subdivisions which create Strata Schemes

In addition to your obligations under clause 24.1 ("Subdivisions contemplated in this management statement"), if the Owner of a Stratum Lot proposes to subdivide their Stratum Lot to create one or more Strata Schemes you must:

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- (a) give your consent to the proposed subdivision by Strata Plan; and
- (b) do all things reasonably necessary, including signing all documents and passing resolutions, to allow registration of the Strata Plan

provided that the proposed subdivision does not detrimentally and substantially affect your use of, or contribution towards, Shared Facilities.

## **24.4 Additional strata management statements**

If a Member is required to register a strata management statement with a Strata Plan, the Member must ensure that the strata management statement imports the provisions of this management statement (without amendment unless the amendments are approved by the Committee by Unanimous Resolution).

## **24.5 Obligations of Owners Corporations**

If you are the Owner of an Apartment or Commercial Suite, you must vote in favour of any motion submitted to your Owners Corporation to give effect to this clause 24.

## **24.6 Subdivision Plan and paying contributions**

If a plan of subdivision is registered to create two or more Stratum Lots, the Owners of the new Stratum Lots must contribute to the Administrative Fund and Sinking Fund according to clause 45 ("Contributions if a plan of subdivision is registered").

## **24.7 Paying costs**

The Developer must pay the reasonable costs of the Owners Corporations or an Owner in complying with its obligations under this clause.

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## **25 Owners Corporation meetings and By-laws**

### **25.1 Notices of meetings**

If you are an Owners Corporation, you must give the other Members notices of your general meetings and meetings of your executive committee if the business of the meeting involves this management statement or another Member. You give the notice at least 72 hours before the meeting is scheduled to commence.

### **25.2 Attendance at meetings**

If you are an Owners Corporation, you must allow the Representatives or Substitute Representatives of the other Members to:

- (a) attend your general meetings and meetings of your executive committee if the business of the meeting involves this management statement or the other Members; and

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- (b) address general meetings and meetings of your executive committee in regard to matters affecting this management statement or the other Members.

## 25.3 By-laws

A Member which is an Owners Corporation must not make By-laws that are inconsistent with this management statement. If there is an inconsistency between the By-laws and this management statement, the relevant Member must amend the inconsistent By-law to make it consistent with this management statement.

## 25.4 Application of this clause

This clause only applies to Members who are Owners Corporations.

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## 26 Architectural Code and carrying out works

### 26.1 Why have an Architectural Code?

The purpose of the Architectural Code is to protect the architectural integrity of Pacific Square by controlling building works and the External Appearance of Pacific Square.

### 26.2 Who must comply with the Architectural Code?

- (a) The Owner and Occupiers in Service Retail North, Service Retail South, Boulevard, Northerly, Panorama, Axis and Botanica must comply with the Architectural Code and obtain all consents required under it.
- (b) The Architectural Code does not apply to:
  - (i) the Owner or Occupiers of Anzac Retail, Main Retail and Retail Carpark; or
  - (ii) the Developer.

This means that these Members and the Developer are not bound by the Architectural Code and may carry out building or other works (including Development Works by the Developer) in Pacific Square without being required to obtain consent from the Committee to do so.

### 26.3 Obligations before carrying out works

Before you carry out any building or other works in Pacific Square, you must obtain all necessary consents:

- (a) from the Committee and your Owners Corporation under the Architectural Code (if you are bound by it according to clause 26.2 ("Who must comply with the Architectural Code?")); and

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- (b) from the Owners Corporation under the By-laws (if applicable to your Strata Scheme); and
- (c) from Government Agencies.

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## **27 Development Works**

### **27.1 Developer's rights**

Without limiting the Developer's rights under clause 26 ("Architectural Code and carrying out works"), the Developer may carry out Development Works in Pacific Square during the Development Period and is not required to obtain consent from you or the Committee to do so.

### **27.2 Consents from Government Agencies**

The Developer must obtain all necessary consents from Government Agencies to carry out Development Works. Clause 27.6 ("Development Works Applications") applies.

### **27.3 Access arrangements**

The Developer may gain access to parts of Pacific Square to carry out Development Works via Shared Facilities and Common Property. If the Developer requires access to your part of Pacific Square to carry out Development Works:

- (a) the Developer must provide you with reasonable notice (except in an emergency when no notice is required); and
- (b) you must act reasonably and provide the Developer with access.

The Developer is not required to provide notice under this clause 27.3 before it accesses Shared Facilities in order to carry out Development Works.

### **27.4 Works affecting Shared Facilities**

The Developer may carry out Development Works to Shared Facilities (eg the installation of new Shared Facilities or the augmentation of existing Shared Facilities). The Developer may, as part of these Development Works:

- (a) temporarily disconnect existing Shared Facilities; and
- (b) relocate existing Shared Facilities; and
- (c) complete Development Works on Shared Facilities not completed when this management statement is registered.

In addition to its obligations under clause 27.3 ("Access arrangements"), the Developer must provide you with reasonable notice before it temporarily disconnects an existing Shared Facility which you are entitled to use (except in an emergency when no notice is required).

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## **27.5 Rectifying damage**

The Developer must promptly rectify any damage it causes to your part of Pacific Square as a result of carrying out Development Works.

## **27.6 Development Works Applications**

The Developer does not need consent from you or the Committee to make Development Works Applications to Government Agencies. However, if that consent is required by a Government Agency (or otherwise) in order for the Developer to make an application, you and the Committee must promptly give consent.

## **27.7 Notice when Shared Facilities complete**

The Developer must notify the Committee promptly when it completes Development Works for a Shared Facility.

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## **28 Rights of access**

### **28.1 General requirement**

When you exercise your rights to access parts of Pacific Square, you must not interfere unreasonably with the lawful use of that area by another Member, Owner or Occupier.

### **28.2 Access in an emergency**

In an emergency you must give other Members, Owners and Occupiers access to fire stairs, passages and all other egress routes in your part of Pacific Square necessary to exit Pacific Square.

### **28.3 Access to Shared Facilities by the Committee**

You must give the Committee access to operate, test, use, maintain, repair and replace Shared Facilities located in your part of Pacific Square by the most direct route or by the route nominated by the Committee (acting reasonably). Clauses 16 ("Power of the Committee to gain access to Shared Facilities") and 17 ("Power of the Committee to do work in an emergency") apply.

### **28.4 Access to Shared Facilities by Members, Owners and Occupiers**

You must give Members, Owners and Occupiers access to use Shared Facilities located in your part of Pacific Square by the route specified in an Easement (if applicable) or if no route is specified, by the most direct route or the route nominated by the Committee (acting reasonably) from time to time.

### **28.5 Notice requirements**

Except in an emergency and subject to this management statement, the Committee, Members, Owners and Occupiers must give you reasonable notice before they require access to your part of Pacific Square.



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### 28.6 When is access available?

Except in an emergency and subject to your obligations under this management statement, the Committee, Members, Owners and Occupiers may gain access to your part of Pacific Square only:

- (a) during the hours specified in an Easement, or specified in this management statement or, if no hours are specified, at times reasonably agreed to by you; and
- (b) according to your reasonable requirements.

### 28.7 Paying costs

Unless this management statement states otherwise, you must pay all of your costs associated with you gaining access under this clause 28 to parts of Pacific Square.

### 28.8 Rectifying damage

You must promptly rectify any damage you cause and leave the affected area of Pacific Square clean and tidy when you exercise your rights of access and comply with your obligations under this clause 28.

### 28.9 Developer's Rights

See clauses 27 ("Developments Works") and 32 ("Selling Activities") for the Developer's rights to access parts of Pacific Square to carry out Development Works and Selling Activities.

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## 29 Obligations for insurance

### 29.1 Public liability insurance

If you are a Member that is an Owners Corporation, you must effect public liability insurance with the same insurer appointed by the Committee for its public liability policy (unless the Committee agrees otherwise).

### 29.2 Machinery breakdown and contents insurance

If you are a Member that is an Owners Corporation, you must (unless the Committee agrees otherwise) effect with the insurer appointed by the Committee for its building policy:

- (a) machinery breakdown insurance for Common Property plant and equipment in your part of Pacific Square that is not a Shared Facility and is not covered under warranty; and
- (b) contents insurance for Common Property in your part of Pacific Square.

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## 29.3 Actions that may increase premiums

You must have consent from the Committee to do anything which might:

- (a) void or prejudice insurances effected by the Committee; or
- (b) increase an insurance premium paid by the Committee.

## 29.4 Paying for additional premiums

If you do anything to increase an insurance premium paid by the Committee, you must pay the Committee the amount by which the premium is increased. If you are a Member, the Committee may add the amount to your Administrative Fund contribution.

## 29.5 Proceeds of building insurance claims

If you are a Member, you must:

- (a) apply any payments you receive under a building policy effected by the Committee under clause 12.1 ("Statutory insurance") to rebuild or reinstate the damaged areas of your part of Pacific Square; and
- (b) rebuild or reinstate your part of Pacific Square within a reasonable time.

Unless required by law, this clause does not apply to the owner of Main Retail, the Retail Carpark or Anzac Retail except to the extent required to provide support and shelter.

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## 30 Changes to parties to Service Contracts

### 30.1 When does this clause apply?

This clause applies if:

- (a) a Member transfers their Stratum Lot; or
- (b) an Owner of a Stratum Lot subdivides their Stratum Lot by a plan of subdivision or Strata Plan.

### 30.2 Obligations of Members

To ensure that each current Member is a party to Service Contracts entered into by the Committee, if you:

- (a) transfer your Stratum Lot, you must procure the new Member to become a party to all Service Contracts from the date of the transfer; or
- (b) subdivide your Stratum Lot (or part of it) to create two or more new Stratum Lots, you must procure the owners of the new Stratum Lots to become parties to all Service Contracts from the date of registration of the plan of subdivision; or

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- (c) subdivide your Stratum Lot (or part of it) by a Strata Plan, you must procure the owners corporation created by the subdivision to become a party to all Service Contracts within seven Business Days after registration of the Strata Plan.

## **30.3 Effect of complying with this clause**

If you comply with your obligations under clause 30.2 ("Obligations of Members"), the Members release you from your obligations under a Service Contract from the date the new Member becomes a party to the Service Contract (other than for liabilities which arise before that date).

## **30.4 Failure to comply with this clause**

If you fail to comply with clause 30.2 ("Obligations of Members"), you are liable for any liability, loss, claim or damage sustained by the other Members as a result of your non-compliance.

## **30.5 Who pays the cost?**

A Member who:

- (a) transfers their Stratum Lot must pay the reasonable costs of the other parties arising as a consequence of the parties complying with this clause; and
- (b) subdivides their Stratum Lot by a plan of subdivision or Strata Plan must pay the reasonable costs of the other parties arising as a consequence of the parties complying with this clause.

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## **31 Fire safety and protection**

### **31.1 What are your obligations?**

You must:

- (a) immediately notify the Committee of any defect in or damage to a Fire Safety Device which comes to your attention;
- (b) comply with laws about fire control; and
- (c) notify the Committee if you change the lock on the entry door to your Apartment, Commercial Suite or Stratum Lot.

### **31.2 Keeping flammable materials**

You may keep flammable materials in your Apartment, Commercial Suite or Stratum Lot (but not in a carspace) provided that you:

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

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**31.3 Restrictions about fire safety**

You must not:

- (a) interfere with, obstruct or damage Fire Safety Devices; or
- (b) do anything that will activate a Fire Safety Device unless there is a fire or other emergency in Pacific Square; or
- (c) keep flammable materials on Common Property or a Shared Facility unless that material forms part of the operation of the Shared Facility.

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**32 Selling Activities**

**32.1 Developer's rights**

The Developer may carry out Selling Activities in Pacific Square and is not required to obtain consent from you or the Committee to do so. The Developer may exercise its rights under this clause 32 while it is the Owner of an Apartment, Commercial Suite or Stratum Lot.

**32.2 Consents from Government Agencies**

The Developer must obtain all necessary consents from Government Agencies to carry out Selling Activities. Clause 32.5 ("Selling Activities Applications") applies.

**32.3 Access arrangements**

The Developer may gain access to parts of Pacific Square necessary, in the opinion of the Developer acting reasonably, to carry out Selling Activities via Common Property and Shared Facilities.

**32.4 Rectifying damage**

The Developer must promptly rectify any damage it causes to your part of Pacific Square as a result of carrying out Selling Activities.

**32.5 Selling Activities Applications**

The Developer does not need consent from you or the Committee to make Selling Activities Applications to Government Agencies. However, if that consent is required by a Government Agency (or otherwise) in order for the Developer to make an application, you and the Committee must promptly give consent.

# Strata Management Statement for Pacific Square

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## Part 4 Meeting procedures and resolutions

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### 33 Meetings of the Committee

#### 33.1 Types of meetings

The two types of meetings of the Committee are Meetings and Emergency Meetings.

#### 33.2 Meetings

The Committee may deal with matters which require a Resolution or a Unanimous Resolution at a Meeting. The Committee must convene a Meeting if:

- (a) the Committee resolves to hold the Meeting; or
- (b) the Strata Manager resolves to convene the Meeting (if the Committee has delegated that function to the Strata Manager); or
- (c) at least two Members make a written request to the Committee to convene a Meeting; or
- (d) it is necessary to appoint a replacement Officer; or
- (e) at least every six months (starting from the date that is six months after the first Meeting of the Committee).

#### 33.3 Emergency Meetings

The Committee may deal only with matters which require a Resolution at an Emergency Meeting. The Committee may convene an Emergency Meeting:

- (a) if there is an emergency or other urgent matter which must be determined by the Committee; and
- (b) if, in the reasonable opinion of the person convening the Emergency Meeting, the circumstances of the emergency are such that it is impractical to wait the required notice period for a Meeting.

#### 33.4 Who convenes meetings?

A Meeting or an Emergency Meeting may be convened by:

- (a) the Secretary; or

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- (b) another Officer if the Secretary is absent or unable to convene the meeting; or
- (c) the Strata Manager (if the Committee has delegated that function to the Strata Manager).

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## **34 Notices and agendas for meetings**

### **34.1 Information to be included in the notice**

Subject to this clause 34, if you convene a Meeting or an Emergency Meeting you must give each Member a notice of the meeting which includes:

- (a) the time, date and venue of the Meeting or Emergency Meeting; and
- (b) an agenda for the Meeting or Emergency Meeting.

### **34.2 Agenda for a Meeting**

The agenda for a Meeting must:

- (a) include the terms of motions for Resolutions and Unanimous Resolutions which the Committee will deal with at the Meeting; and
- (b) identify which motions require Resolutions and which require Unanimous Resolutions; and
- (c) include motions which Members, Owners or Occupiers have requested the Committee in writing to include on the agenda for the next Meeting; and
- (d) be accompanied by a copy of the minutes of the last Meeting and Emergency Meeting; and
- (e) include a motion to adopt the minutes of the last Meeting and Emergency Meeting.

### **34.3 No voting on matters not on the agenda**

The Committee cannot vote on matters that are not on the agenda for a Meeting.

### **34.4 Agenda for an Emergency Meeting**

The agenda for an Emergency Meeting must:

- (a) include details of the emergency and the actions proposed to be taken at the time of the notice to deal with the emergency; and
- (b) include the terms of the motions for Resolutions to take the actions proposed to deal with the emergency.

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## **34.5 Information to be included in the notice of a Meeting to consider levy contributions**

If you convene a Meeting to determine Administrative Fund contributions or Sinking Fund contributions, you must include with the notice of the Meeting:

- (a) the Budget prepared by the Committee according to clause 43 ("Preparing Budgets"); and
- (b) the current audit report prepared by the Committee according to clause 46 ("Preparing financial statements"); and
- (c) the current audited financial statement prepared by the Committee according to clause 46 ("Preparing financial statements").

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## **35 How to give notice of a meeting**

### **35.1 How much notice is required for a Meeting?**

If you convene a Meeting, you must give each Member at least 10 Business Days notice of the Meeting.

### **35.2 How to serve notice of a Meeting**

If you convene a Meeting, you must serve notice of the Meeting on each Member by:

- (a) delivering it personally to the Member; or
- (b) sending it to the Current Address of the Member; or
- (c) sending it to the Current Fax Number of the Member; or
- (d) a combination of the above methods.

### **35.3 Giving notice of an Emergency Meeting**

If you convene an Emergency Meeting, you may:

- (a) give each Member notice of the Emergency Meeting by the best method reasonably determined by you in the circumstances (eg by telephone); and
- (b) give the amount of notice of the Emergency Meeting reasonably determined by you in the circumstances.

### **35.4 Notices for Emergency Meetings**

If you convene an Emergency Meeting, you must serve notice of the Emergency Meeting by:

- (a) delivering it personally to the Member; or
- (b) contacting the Representative of the Member by telephone and reading them the notice for the Emergency Meeting; or

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- (c) a combination of the above methods.

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## **36 Procedures for holding meetings**

### **36.1 Conducting a Meeting or Emergency Meeting**

Subject to this management statement, the Committee may meet to conduct its business, adjourn and otherwise regulate Meetings and Emergency Meetings as it thinks fit.

### **36.2 Quorum for a meeting**

A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions. A quorum for a Meeting or an Emergency Meeting is the Representative or Substitute Representative of at least three Members.

### **36.3 Failure to obtain a quorum**

If a quorum is not present within 30 minutes after a Meeting or Emergency Meeting is due to commence, the Committee must adjourn the Meeting or Emergency Meeting to a time and place determined by the Chairperson at the Meeting or Emergency Meeting.

### **36.4 Notice of adjourned meetings**

If a Meeting or Emergency Meeting is adjourned, the person who convened the Meeting or Emergency Meeting must give notice of the adjournment to each Member at least two Business Days before the adjourned Meeting or Emergency Meeting is due to be held.

### **36.5 Quorums at adjourned meetings**

A quorum at an adjourned Meeting or Emergency Meeting is:

- (a) the Representatives or Substitute Representatives of at least three Members; or
- (b) the Representatives or Substitute Representatives present at the Meeting or Emergency Meeting within 15 minutes after the meeting is due to commence.

### **36.6 Attendance at a Meeting**

An Owner may attend a Meeting. However, they may address the Meeting only with the consent of the Committee.

### **36.7 Special provisions for Meetings held in writing**

The Committee may hold a Meeting in writing and Representatives and Substitute Representatives may vote in writing if:

- (a) the person who convenes the Meeting serves notice of the Meeting according to this management statement; and



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- (b) the person who convenes the Meeting provides each Member with a voting paper with the notice for the Meeting; and
- (c) the required Members or number of Members approve the motions in the agenda, complete their voting paper and return it to the person who convened the Meeting before the Meeting is due to commence.

## 36.8 How to cast a vote at an Emergency Meeting

A Member may cast a vote at an Emergency Meeting:

- (a) by telephone; or
- (b) personally to the person who convened the Emergency Meeting; or
- (c) by post or fax to the Current Address or Current Fax Number of the person who convened the Emergency Meeting.

## 36.9 Minutes of meetings

If you convene a Meeting or an Emergency Meeting, you must distribute minutes of the meeting to each Member within ten Business Days after the meeting.

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## 37 Voting rights of Members

### 37.1 Voting rights of Members

Subject to this clause 37, you are entitled to vote at Meetings and Emergency Meetings only if you are a Member Entitled to Vote. Your Representative or Substitute Representative may cast your vote personally or by proxy.

### 37.2 How many votes does each Member have?

Subject to this clause 37, each Member has the following number of votes:

- (a) In Stage I:
  - (i) Service Retail North Owners Corporation or Owner of Service Retail North - one vote; and
  - (ii) Boulevard Owners Corporation or Owner of Boulevard - one vote; and
  - (iii) Northerly Owners Corporation or Owner of Northerly - one vote; and
  - (iv) Panorama Owners Corporation or Owner of Panorama - one vote; and
  - (v) Owner of Main Retail - two votes; and
  - (vi) Owner of Retail Carpark - one vote; and

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(vii) Anzac Retail Owners Corporation or Owner of Anzac Retail - one vote; and

(viii) Owner of Lot 8 in DP1071735 - one vote.

(b) In Stage 2:

(i) Service Retail North Owners Corporation or Owner of Service Retail North - one vote; and

(ii) Boulevard Owners Corporation or Owner of Boulevard - one vote; and

(iii) Northerly Owners Corporation or Owner of Northerly - one vote; and

(iv) Panorama Owners Corporation or Owner of Panorama - one vote; and

(v) Service Retail South Owners Corporation or Owner of Service Retail South - one vote; and

(vi) Axis Owners Corporation or Owner of Axis - one vote; and

(vii) Botanica Owners Corporation or Owner of Botanica - one vote; and

(viii) Owner of Main Retail - three votes (or if not consolidated, two votes for the Owner of Lot 2 in DP1071735 and one vote for the Owner of future Stratum Lot 11); and

(ix) Owner of Retail Carpark - two votes (or if not consolidated one vote for the Owner of Lot 4 in DP1071735 and one vote for the Owner of future Stratum Lot 12); and

(x) Anzac Retail Owners Corporation or Owner of Anzac Retail - two votes (or if not consolidated, one vote for the Owner of Lot 1 in DP1071735 and one vote for the Owner of future Stratum Lot 14).

## 37.3 Instructions by a Member

A Representative or Substitute Representative (or their duly appointed proxy) for a Member Entitled to Vote must vote at a Meeting or an Emergency Meeting according to any instructions by the Member which appointed them.

## 37.4 Instructions by the Owners Corporation

The executive committee of a Member which is an Owners Corporation may give instructions to the Representative or Substitute Representative (or their duly appointed proxy) of the Owners Corporation about the way in which the Representative or Substitute Representative must vote at a Meeting or an Emergency Meeting.

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## 37.5 Restrictions on voting

The following restrictions apply to voting at Meetings and Emergency Meetings:

- (a) the Chairperson does not have a casting vote; and
- (b) the Strata Manager does not have a vote unless they are a Representative or a Substitute Representative (or their duly appointed proxy); and
- (c) the Facilities Manager does not have a vote unless they are a Representative or a Substitute Representative (or their duly appointed proxy).
- (d) a Member may only vote on a motion regarding a Shared Facility if:
  - (i) the Member contributes towards the cost of the Shared Facility according to Schedules 2 or 3 (as applicable); and
  - (ii) the motion, if passed, has the effect that the Member is required to contribute towards the cost of the Shared Facility.

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## 38 Appointing a proxy

### 38.1 Who may appoint a proxy

You may appoint a proxy if you are:

- (a) a Member; or
- (b) a Representative or Substitute Representative if the Member which appointed you has authorised you to appoint a proxy according to clause 21.6 ("Proxies").

Members created on the subdivision of a Stratum Lot by a plan of subdivision may jointly appoint a proxy (ie one proxy to exercise one vote for all of those Members).

### 38.2 Who may be a proxy

A proxy must be a natural person.

### 38.3 How to appoint

Subject to this clause 38, you may appoint a proxy at any time provided that:

- (a) you make the appointment on a Proxy Form (see Schedule 7); and
- (b) you and the proxy sign the Proxy Form; and
- (c) you deliver the signed Proxy Form to the Strata Manager prior to the commencement of the first Meeting or Emergency Meeting at which the proxy may vote.

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## 38.4 Instructions about voting

You may include in the Proxy Form instructions to your proxy about how to vote. A vote by your proxy in contravention of your instructions is invalid.

## 38.5 Restrictions on voting

A proxy cannot vote at a Meeting or an Emergency Meeting if you cast a vote.

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## 39 Resolutions at Meetings and Emergency Meetings

### 39.1 What is a Resolution?

Resolutions relate to a number of administrative and other matters that do not affect Shared Facilities.

### 39.2 Who may vote on a matter requiring a Resolution?

You are entitled to vote on a Resolution if you are a Member Entitled to Vote.

### 39.3 When is a Resolution passed?

A Resolution is decided according to the majority of votes for or against the motion.

### 39.4 Matters decided by Resolution

The matters which the Committee may determine by Resolution are:

- (a) appointing or terminating the appointment of the Strata Manager (subject to the written agreement between the Committee and the Strata Manager); and
- (b) appointing or terminating the appointment of the Facilities Manager (subject to the written agreement between the Committee and the Facilities Manager); and
- (c) appointing or terminating the appointment of a Service Provider (or an agent of the Committee); and
- (d) effecting insurances; and
- (e) establishing the Administrative Fund and determining contributions for that fund; and
- (f) establishing the Sinking Fund and determining contributions for that fund; and
- (g) resolving any other matter which does not require a Unanimous Resolution.

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## **40 Unanimous Resolutions at Meetings**

### **40.1 Purpose of Unanimous Resolutions**

Subject to this clause 40, Unanimous Resolutions generally relate to dealings with Shared Facilities.

### **40.2 Who may vote on a Unanimous Resolution?**

You are entitled to vote on a Unanimous Resolution if you are a Member Entitled to Vote.

### **40.3 When is a Unanimous Resolution passed?**

A motion which requires a Unanimous Resolution is passed if no Member Entitled to Vote votes against the motion.

### **40.4 Matters decided by Unanimous Resolution**

The matters which the Committee may determine only by Unanimous Resolution are:

- (a) amending, adding to or repealing all or part of this management statement (including the schedules); and
- (b) repaying surplus Administrative Fund contributions or Sinking Fund contributions; and
- (c) changing, adding to, extending or removing a Shared Facility; and
- (d) amending, adding to or repealing a clause about the division of costs for Shared Facilities (eg clause 47 ("Paying Contributions")); and
- (e) any other matters which, according to this management statement, the Committee must determine by Unanimous Resolution.

# Strata Management Statement for Pacific Square

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## Part 5 Financial management

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### **41 What funds must the Committee establish?**

#### **41.1 Administrative Fund**

The Committee must establish an Administrative Fund within one month after this management statement is registered. The Committee must use the Administrative Fund to pay the day-to-day expenses of operating and maintaining Shared Facilities, insurance costs, Water Consumption, administrative costs and other costs which are not Sinking Fund costs.

#### **41.2 Sinking Fund**

The Committee must establish a Sinking Fund within one month after this management statement is registered. The Committee must use the Sinking Fund to pay for the renewal and replacement of Shared Facilities.

#### **41.3 What money is paid into the Administrative Fund?**

The Committee must pay into the Administrative Fund:

- (a) Administrative Fund contributions; and
- (b) payments the Committee receives for inspections of its books and records; and
- (c) payments the Committee receives for providing Outstanding Levy Certificates; and
- (d) amounts paid to the Committee by way of discharge of claims for insurances affected by the Committee; and
- (e) payments the Committee receives under the Easements (if any).

#### **41.4 What money is paid into the Sinking Fund?**

The Committee must pay into the Sinking Fund:

- (a) Sinking Fund contributions; and
- (b) other money received by the Committee which it does not have to pay into its Administrative Fund according to clause 41.3 ("What money is paid into the Administrative Fund?").

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## **42 Financial Years**

### **42.1 First Financial Year**

The first Financial Year of the Committee:

- (a) commences on the date of registration of this management statement; and
- (b) ends on the date resolved by the Committee (which must not be more than 18 months after the date of registration of this management statement).

### **42.2 Subsequent Financial Years**

Subsequent Financial Years:

- (a) commence at the expiration of the previous Financial Year; and
- (b) end on the dates resolved by the Committee (which must not be more than 18 months after the expiration of the last Financial Year).

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## **43 Preparing Budgets**

### **43.1 When to prepare Budgets**

The Committee must prepare a Budget for each Financial Year in respect of the Administrative Fund and the Sinking Fund.

### **43.2 Budgets during the Development Period**

During the Development Period, the Committee must prepare a Budget for each Financial Year based on the Shared Facilities which are (or will be) in place and operational and available for use by Members, Owners and Occupiers during that Financial Year. For example, a budget for a Financial Year during Stage 1 may be calculated on the basis of the Shared Facilities for Stage 1 set out in Schedule 2 if only those Shared Facilities will be available for use during that period.

Budgets during the Development Period are called Development Period Budgets.

### **43.3 What information must be included in a Budget?**

A Budget must show:

- (a) how much money the Committee will need during the Financial Year for the Administrative Fund and Sinking Fund; and
- (b) income the Committee estimates it will receive in the Financial Year for the Administrative Fund and Sinking Fund (including any costs paid to the Committee under Easements); and
- (c) the proportion which each Member must contribute to each Shared Facilities for the Financial Year; and

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- (d) the amount of the proportion which each Member must contribute to Shared Facilities for the Financial Year.

A Budget for the Administrative Fund may also include the Committee's estimate of Water Consumption for the Financial Year.

## 43.4 How much to budget?

The Committee must budget enough money to comply with its obligations under this management statement, the Management Act, the Development Act and Easements.

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## 44 Determining contributions

### 44.1 Levying Members

The Committee must levy Members the contributions it will need for its Administrative Fund and Sinking Fund for each Financial Year. The Committee may, by Unanimous Resolution, decide to levy contributions for a shorter or longer period provided that it prepares a Budget for that period according to clause 43.3 ("What information must be included in a Budget?") and clause 43.4 ("How much to budget?").

### 44.2 What proportion of costs must you pay in Stage 1

- (a) Subject to clause 44.4 ("Effect of the Development Period"), if you are a Member, the proportion of Administrative Fund and Sinking Fund contributions you must pay during Stage 1 is specified in Schedule 2 ("Division of costs for Shared Facilities for Stage 1").
- (b) Schedule 2 applies from the date this management statement is registered until the date that Lot 8 in DP1071735 is further subdivided to create future Stratum Lots 9 to 14 and an occupation certificate has issued for at least one of the following:
  - (i) that part of Main Retail contained in future Stratum Lot 11; or
  - (ii) that part of Retail Carpark contained in future Stratum Lot 12; or
  - (iii) that part of Anzac Retail contained in future Stratum Lot 14.

### 44.3 What proportion of costs must you pay in Stage 2

- (a) Subject to clause 44.4 ("Effect of the Development Period"), if you are a Member, the proportion of Administrative Fund and Sinking Fund contributions you must pay during Stage 2 is specified in Schedule 3 ("Division of costs for Shared Facilities for Stage 2").
- (b) Schedule 3 ("Division of costs for Shared Facilities for Stage 2") from the first Business Day after Schedule 2 ("Division of costs for Shared Facilities for Stage 2") ceases to apply..



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**44.4 Effect of the Development Period**

- (a) Each Member must contribute towards the cost of Shared Facilities starting on and from the dates specified for their component below:
- (i) Anzac Retail - Stage 1 (that part contained in Lot 1 in DP1071735): the date of registration of this management statement; and
  - (ii) Anzac Retail - Stage 2 (that part contained in future Stratum Lot 14): the date an occupation certificate issues for that part of Anzac Retail contained in future Stratum Lot 14; and
  - (iii) Main Retail - Stage 1 (that part contained in Lot 2 in DP1071735): the date of registration of this management statement; and
  - (iv) Main Retail - Stage 2 (that part contained in future Stratum Lot 11): the date an occupation certificate issues for that part of Main Retail contained in future Stratum Lot 11; and
  - (v) Retail Carpark - Stage 1 (that part contained in Lot 4 in DP1071735): the date of registration of this management statement; and
  - (vi) Retail Carpark - Stage 2 (that part contained in future Stratum Lot 12): the date an occupation certificate issues for that part of Retail Carpark contained in future Stratum Lot 12; and
  - (vii) Service Retail North: the date of registration of a strata plan for Service Retail North; and
  - (viii) Boulevard: the date of registration of a strata plan for Boulevard; and
  - (ix) Northerly: the date of registration of a strata plan for Northerly; and
  - (x) Panorama: the date of registration of a strata plan for Panorama; and
  - (xi) Axis: the date of registration of a strata plan for Axis; and
  - (xii) Botanica: the date of registration of a strata plan for Botanica; and
  - (xiii) Service Retail South: the date of registration of a strata plan for Service Retail South.
- (b) For a Development Period Budget, contributions of each Member will be payable in shares proportional to the percentage contribution of that Member to the aggregate of percentage contributions of all Members liable at the relevant time.

For example, the costs for SF16 (Swimming Pool and Gym) are divided as follows:

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- (i) While Schedule 2 applies: costs are apportioned between the Members for Northerly, Botanica and Panorama in accordance with Schedule 2;
- (ii) After Schedule 3 applies but before either the Axis Strata Plan or the Botanica Strata Plan have registered: costs are apportioned between the Members for Northerly, Botanica and Panorama in accordance with Schedule 3 adjusted based on the aggregate of percentage contributions for these 3 Members.
- (iii) After Schedule 3 applies and the Axis Strata Plan has registered (but not the Botanica Strata Plan): costs are apportioned between the Members for Northerly, Botanica, Panorama and Axis in accordance with Schedule 3 adjusted based on the aggregate of percentage contributions for these 4 Members.
- (iv) After both the Axis and Botanica Strata Plans have registered: costs are apportioned between the Members for Northerly, Botanica, Panorama, Axis and Botanica in accordance with Schedule 3.

## 44.5 Water Consumption and Insurance

Members must contribute towards:

- (a) the costs for Water Consumption on a “user pay” basis according to clause 64 (“Paying for Water Consumption”) and not according to the proportions in this clause 44 (“Determining contributions”); and
- (b) the costs for Insurance according to the proportion that the replacement value of their Strata Scheme or Stratum Lot has to the total replacement value for Pacific Square (or any other method under the Management Act for calculating the payment of building insurance premiums by members of a building management committee).

## 44.6 Procedures for determining contributions

When the Committee determines Administrative Fund and Sinking Fund contributions, it must determine:

- (a) whether you must pay the contributions in a lump sum or by instalments; and
- (b) the dates on which you must pay your contributions (eg monthly or quarterly).

## 44.7 Determining the amount of contributions

Subject to clause 44.10 (“Determining contributions at an Emergency Meeting”) the Committee may determine contributions by Resolution. The amount of contributions:

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- (a) for the Administrative Fund, must be the amount determined by the Committee in the Budget for the Administrative Fund; and
- (b) for the Sinking Fund, must be the amount determined by the Committee in the Budget for the Sinking Fund.

## 44.8 Insufficient funds

Subject to clause 44.10 ("Determining contributions at an Emergency Meeting"), the Committee must determine:

- (a) additional contributions to the Administrative Fund if it cannot (or will not be able to) pay its Administrative Fund debts during the Financial Year; and
- (b) additional contributions to the Sinking Fund if it cannot (or will not be able to) pay its Sinking Fund debts during the Financial Year.

## 44.9 Budget where there are insufficient funds

Subject to clause 44.10 ("Determining contributions at an Emergency Meeting"), before the Committee determines an additional contribution it must prepare and adopt a Budget for the period covered by the additional contribution. The Committee may approve the Budget only by Resolution.

## 44.10 Determining contributions at an Emergency Meeting

If the Committee proposes to raise an Administrative Fund or Sinking Fund contribution at an Emergency Meeting, the Committee may dispense with the need to prepare a Budget for the contribution. The Committee may determine and levy the contribution by Resolution. The Committee is not able to levy a contribution under this clause 44 if the purpose for raising the levy affects only a single Member or Lot.

## 44.11 Changing the apportionment of costs for Shared Facilities

The Committee may amend clauses 44.2 ("What proportion of costs must you pay in Stage 1"), 44.3 ("What proportion of costs must you pay in Stage 2") and 44.4 ("Effect of the Development Period") only by Unanimous Resolution.

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## 45 Contributions if a plan of subdivision is registered

### 45.1 When this clause applies

This clause applies to any subdivision except for the subdivision of Lot 8 in DP1071735 to create the components for Stage 2 as contemplated in this management statement. Refer to clause 44.3 ("What proportion of costs must you pay in Stage 2") in relation to the subdivision of Lot 8 in DP1071735.

### 45.2 Contributions if a plan of subdivision is registered

If a Stratum Lot is subdivided by a plan of subdivision, the proportion of Administrative Fund or Sinking Fund contributions which the new Members

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must contribute will be equal to the amount which the Member for the subdivided lot must contribute according to clause 44 ("Determining Contributions"). For example, if Main Retail is subdivided by a plan of subdivision to create three new Stratum Lots, the Members for those three new lots must jointly contribute the amount previously payable by the Main Retail Owner for the Administrative Fund and the Sinking Fund.

## **45.3 Procedure for assessing contributions if a plan of subdivision is registered**

These procedures apply when a Stratum Lot is subdivided by a plan of subdivision:

- (a) the new Member must within 14 days after the registration of the plan of subdivision, notify the Committee of the share each Member will contribute towards the Administrative Fund and Sinking Fund; and
- (b) if the new Members do not provide notice within 14 days, the Committee must give the new Members notice of the share each Member should, in the opinion of the Committee acting reasonably, contribute towards the Administrative Fund and Sinking Fund; and
- (c) if the new Members do not notify the Committee of a different share within seven days after receiving the notice under clause 45.3(b), the shares recommended by the Committee will apply.

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## **46 Preparing financial statements**

### **46.1 Obligations of the Committee**

At the end of each Financial Year, the Committee must:

- (a) have its accounts audited by a qualified auditor; and
- (b) prepare a financial statement for each of its accounts for that Financial Year.

### **46.2 When to prepare financial statements**

The Committee must have audited financial statements for its accounts prepared:

- (a) for the period from the date of the last financial statements to within two months before the next contribution period starts; and
- (b) where possible, in time for Members who are Owners Corporations to include in their budgets their portion of costs under this management statement.

### **46.3 Information to be included in a financial statement**

A financial statement must show for each of the Administrative Fund and the Sinking Fund:

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- (a) a statement of income and expenditure during the Financial Year; and
- (b) the balance carried forward from the Financial Year; and
- (c) particulars and amounts of each item of income during the Financial Year; and
- (d) particulars and amounts of each item of expenditure during the Financial Year; and
- (e) the cash in the fund (including deposits and investments) at the end of the Financial Year; and
- (f) the balance of the fund at the end of the Financial Year; and
- (g) contribution arrears for each Member at the end of the Financial Year; and
- (h) the amount of credit or debit in the fund at the end of the Financial Year; and
- (i) other relevant information.

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### **47 Paying contributions**

#### **47.1 Notices of contributions**

Subject to this clause 47, the Committee must give you at least 20 Business Days notice before your Administrative Fund or Sinking Fund contributions are due. The notice must be in writing and must show for each of the Administrative Fund and Sinking Fund:

- (a) the total contribution to be raised; and
- (b) the portion of the contribution which you must pay; and
- (c) the date you must make the payment.

#### **47.2 Raising funds in an emergency**

If the Committee has to raise funds in an emergency, it may give you less than 20 Business Days notice of the contribution.

#### **47.3 Serving notices**

The Committee must serve notices of contributions to each Member according to clause 67 ("How to serve notices").

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## 48 Banking money and interest on accounts

### 48.1 Establishing a bank account

The Committee must:

- (a) establish and maintain a bank or building society account or accounts in the names of all Members; and
- (b) deposit all contributions and other money paid to the Committee into its bank or building society accounts.

### 48.2 Withdrawing money

The Committee may withdraw money from its accounts only to exercise its functions and comply with its obligations under or arising from this management statement, the Management Act or the Development Act.

### 48.3 Trust account

Subject to clause 48.4 ("Interest bearing accounts"), if the Committee appoints a Strata Manager the Committee may require the Strata Manager to deposit and hold its funds in a trust account established under the *Property Stock and Business Agents Act 1941* (NSW).

### 48.4 Interest bearing accounts

The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may:

- (a) credit it to one of the accounts of the Committee; or
- (b) pay it to the Members according to clause 50 ("Dealing with surplus funds").

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## 49 Late payments

### 49.1 Interest

If you are a Member, you must:

- (a) pay the Committee interest on any amount you owe the Committee under this management statement but do not pay on time (including costs for Water Consumption); and
- (b) pay interest from (and including) the date on which the payment was due until the date it was paid.

### 49.2 Calculating interest

The Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the bank or building society of the Committee.

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### 49.3 Certificates about interest rates

A certificate about interest rates given to you by the bank or building society of the Committee is conclusive evidence of the interest rate in clause 49.2 ("Calculating interest").

### 49.4 Recovering unpaid contributions

The Committee may recover unpaid contributions and other money owed to it under this management statement as a debt.

### 49.5 Legal proceedings

If monies owing under this management statement by a Member to the Committee remain outstanding for more than 90 days, the Committee may commence legal proceedings for recovery of those moneys. All costs and charges incurred by the Committee in recovering those outstanding moneys are payable by the defaulting Member.

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## 50 Dealing with surplus funds

### 50.1 Distributing surplus funds

If there is surplus money in the Administrative Fund or Sinking Fund at the end of a Financial Year, the Committee may distribute it between the Members in shares decided by the Committee according to this clause 50.

### 50.2 Considerations

When deciding the shares for the distribution of surplus money according to this clause 50, the Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus funds.

### 50.3 Unanimous Resolution

The Committee may decide to distribute surplus funds under this clause 50 only by Unanimous Resolution.

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## 51 Paying contributions when there is a Dispute

### 51.1 What are your obligations?

You are not excused from paying your Administrative Fund contributions, Sinking Fund contributions or other amounts you owe the Committee under this management statement because you have a Dispute or a disagreement with the Committee (eg a Dispute about the amount of a payment).

### 51.2 Continuing payments

If you have a Dispute or disagreement with the Committee about the amount of your Administrative Fund or Sinking Fund contributions or other amounts you owe the Committee, you must continue to pay your contributions at the rate determined according to this management statement. After the Dispute is

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resolved, you and the Committee must pay each other any necessary adjustments.

### **51.3 Your rights are not affected**

Your rights against the Committee are not affected if you continue to pay Administrative Fund and Sinking Fund contributions according to clause 51.2 ("Continuing payments").



# Strata Management Statement for Pacific Square

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## Part 6 Shared Facilities

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### 52 Overview of Shared Facilities

#### 52.1 What are they?

There are a number of facilities and services in Pacific Square which are:

- (a) used by two or more Members; or
- (b) located on the land of a Member but used by another Member or Members.

These facilities and services are called Shared Facilities. A list of Shared Facilities (with a description of each) is in Schedule 1 ("List of Shared Facilities").

#### 52.2 What do Shared Facilities include?

Subject to clause 52.3 ("Availability of Shared Facilities"), Shared Facilities and costs for Shared Facilities include:

- (a) the Shared Facilities described in Schedule 1 ("List of Shared Facilities"); and
- (b) plant and equipment which constitute a Shared Facility; and
- (c) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service a Member's part of Pacific Square; and
- (d) any rooms or areas in which Shared Facilities are located; and
- (e) the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (f) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (g) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (h) the inspection of Shared Facilities (if applicable) by a Government Agency; and
- (i) the certification of Shared Facilities for the purposes of the law.

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## 52.3 Availability of Shared Facilities

As part of the Development Works, the Developer may add to and augment Shared Facilities during the Development Period without complying with clause 53 (“Changing and adding to Shared Facilities”) and other provisions in this management statement for carrying out works (eg the Architectural Code). This means that not all of the Shared Facilities identified in Schedule 1 (“List of Shared Facilities”) and this clause 52 will be available for use when this management statement is registered. If you are entitled to use a Shared Facility, you may do so only after the Developer notifies the Committee that Development Works for the Shared Facility are complete. See clause 27 (“Development Works”) for more information.

## 52.4 Access routes to Shared Facilities

Subject to this management statement, a Shared Facility includes any part of Pacific Square giving access to and egress from a Shared Facility by the route specified in an Easement, or if no route is specified, by the most direct route or the route nominated by the Committee (acting reasonably).

## 52.5 Rights and obligations of the Committee

Subject to this management statement, the Committee must operate, manage, control, maintain, repair and replace Shared Facilities. The Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities. See clause 7 (“Functions and powers of the Committee”) for more information.

## 52.6 Shared Facilities and Common Property

Some items of Common Property are designated in this management statement as Shared Facilities. If you are an Owners Corporation, you authorise the Committee to perform its functions and exercise its rights under this management statement in respect of that Common Property.

## 52.7 Shared Facilities and Stratum Lots

Some items in Stratum Lots are designated in this management statement as Shared Facilities. If you are the Owner of a Stratum Lot, you authorise the Committee to perform its functions and exercise its rights under this management statement in respect of those items.

## 52.8 Who may use Shared Facilities?

The column titled “Used by” in Schedule 1 (“List of Shared Facilities”) specifies which Members are entitled to use a Shared Facility. If a Member entitled to use a Shared Facility:

- (a) is an Owners Corporation, the Owners and Occupiers of Strata Lots in the Strata Scheme for the Owners Corporation are entitled use the Shared Facility; and
- (b) is the Owner of a Stratum Lot, the Occupiers of the Stratum Lot are entitled to use the Shared Facility.

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Where an Owner of a Stratum Lot is entitled to use a Shared Facility and that Stratum Lot (or part of the Stratum Lot) is subdivided by a plan of subdivision or Strata Plan, then all new Members, Owners and Occupiers created by the subdivision are also entitled to use the Shared Facility.

## **52.9 When can you use Shared Facilities?**

If you are entitled to use a Shared Facility, you may do so at all times unless this management statement or the Easements specify otherwise.

## **52.10 Easements**

Some of the Shared Facilities may be the subject of Easements. The Committee and each Member agrees in favour of each Grantor to perform the functions and exercise the rights of the Grantor according to the Easement affecting Shared Facilities. Each Grantor agrees that the Committee may perform the functions and exercise the rights under those Easements.

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## **53 Changing and adding to Shared Facilities**

### **53.1 Interpreting this clause**

This clause 53 is subject to the Developer's rights to carry out Development Works and clause 52.3 ("Availability of Shared Facilities").

### **53.2 Powers of the Committee**

The Committee may, by Unanimous Resolution:

- (a) add Shared Facilities if it identifies new Shared Facilities; and
- (b) create new Shared Facilities; and
- (c) change existing Shared Facilities; and
- (d) change the use of existing Shared Facilities; and
- (e) modify or replace existing Shared Facilities; and
- (f) extend Shared Facilities; and
- (g) remove redundant Shared Facilities.

### **53.3 Rights of the Developer**

If during or upon completion of the Development Works the Developer adds any other Shared Facilities which are not identified in Schedule 1 ("List of Shared Facilities") at the date this management statement is registered, then the contributions for any additional Shared Facility will be in the proportions determined by the Developer acting reasonably. The Committee must adopt the proportions so determined by a Unanimous Resolution.

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## 53.4 Obligations of Members

If you are a Member, you must agree to amend Schedule 1 ("List of Shared Facilities"), Schedule 2 ("Division of costs for Shared Facilities in Stage 1") and Schedule 3 ("Division of costs for Shared Facilities in Stage 2") to reflect anything the Committee resolves to do under this clause 53.

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## 54 Changing the costs for Shared Facilities

### 54.1 Powers of the Committee

Subject to this clause 54, the Committee may, by Unanimous Resolution, change costs, add new costs or adjust the division of costs for Shared Facilities in Schedule 2 ("Division of costs for Shared Facilities in Stage 1") and Schedule 3 ("Division of costs for Shared Facilities in Stage 2").

### 54.2 Reasons for exercising powers

The Committee may change the costs, add new costs or adjust the division of costs for Shared Facilities only if:

- (a) the costs for Shared Facilities will be more fairly divided; and
- (b) the fairness of the division of costs is supported by at least one expert consultant report (unless all Members agree to waive this requirement).

### 54.3 What must occur before power can be exercised?

Before the Committee changes the cost, adds new costs or adjusts the division of costs for Shared Facilities, at least one of the following must occur:

- (a) the Committee has resolved to deal with the Shared Facility under clause 53 ("Changing and adding to Shared Facilities"); or
- (b) Pacific Square changes; or
- (c) the Committee identifies new Shared Facilities; or
- (d) the use of Shared Facilities changes; or
- (e) Shared Facilities are repaired, modified or replaced; or
- (f) a Shared Facility is removed; or
- (g) anything else happens which affects the costs or apportionment of costs for Shared Facilities.

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## 55 Using approved contractors

### 55.1 Overview

Many of the Shared Facilities in Pacific Square are highly technical and affect other components in the development. As a result:

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- (a) Shared Facilities, building works and services must be maintained to a high standard; and
- (b) only contractors approved by the Committee may do structural building works and maintain or replace Shared Facilities (except for a Shared Facility that is only used by one Member or if this management statement specifies otherwise).

## 55.2 Obligations of the Committee

The Committee must:

- (a) appoint and make sure that contractors approved by it are available to maintain Shared Facilities and carry out structural building works; and
- (b) give each Member a list of current approved contractors.

The Committee may decide to approve a contractor in its absolute discretion and may approve contractors who are not Service Providers.

## 55.3 Obligations of Members, Owners and Occupiers

You must use approved contractors for all work described in this clause 55.

However, this obligation does not apply to the Developer when it carries out Development Works.

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## 56 Damage to Shared Facilities

### 56.1 What are your obligations?

You must:

- (a) use Shared Facilities only for their intended purposes; and
- (b) immediately notify the Committee if you know about damage to or a defect in a Shared Facility; and
- (c) compensate the Committee for any damage to Shared Facilities caused by you, your visitors or persons doing work in Pacific Square on your behalf.

### 56.2 Some prohibitions

You must not interfere with Shared Facilities other than according to this management statement or the Easements.

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## **57 Main Retail Owner's rights over certain Shared Facilities**

### **57.1 Overview**

Several Shared Facilities are related to the commercial operations of Main Retail. This clause 57 enables the Main Retail Owner to rectify faults or defects in the Shared Facilities identified in Schedule 1 ("List of Shared Facilities") as:

- (a) SF4 - Kitchen Exhaust Room; and
- (b) SF6 - Commercial Lifts; and
- (c) SF7 - Commercial Stairs; and
- (d) SF8 - Goods Lift; and
- (e) SF10 - Garbage Handling and Compaction Area; and
- (f) SF11 - Loading Dock Area; and
- (g) SF14 - Travelator; and
- (h) SF15 - Plant Rooms; and
- (i) SF20 - Cooling Towers; and
- (j) SF35 - Electrical Meter Room No. 6; and
- (k) SF36 - Main Switch Board No. 2.

The procedures for this are in clauses 57.3 ("Procedures for repair and maintenance except in an emergency") and 57.4 ("Procedures for repair and maintenance in an emergency").

### **57.2 Repair and Maintenance rights of Main Retail Owner**

Subject to this clause 57, the Main Retail Owner may:

- (a) maintain or repair any Shared Facility listed in clause 57.1 subject to clause 57.3 ("Procedures for repair and maintenance except in an emergency"); and
- (b) gain access to those Shared Facilities by the most direct route through Strata Schemes and Stratum Lots.

### **57.3 Procedures for repair and maintenance except in an emergency**

Except in an emergency, the following procedures apply if the Main Retail Owner exercises its rights under this clause 57:

- (a) the Main Retail Owner (or an appointed representative of the Main Retail Owner, for example, the centre manager for the retail centre included in Main Retail) must notify (in writing, when practicable)

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the Committee and the Facilities Manager (if any) about the faulty or defective Shared Facility; and

- (b) the Main Retail Owner must provide reasonable notice to Owners and Occupiers before it enters their Strata Scheme or Stratum Lot, to exercise its rights under this clause 57; and
- (c) the Main Retail Owner (or an appointed representative) may rectify the fault or defect but only to the extent required to render the Shared Facility operational and safe (that is, not to enhance or improve or change the Shared Facility in any way that would require approval of the Committee in accordance with this management statement).
- (d) if the Main Retail Owner fails to rectify or rectify properly the fault or defect within 5 Business Days of its notice of the fault or defect to the Committee and the Facilities Manager (if any) or within a reasonable time having regard to the nature and extent of the defect (for which it proposes to seek to recover costs and expenses from the Committee), the Committee or Facilities Manager (if any) must properly rectify the fault or defect.

### 57.4 Procedures for repair and maintenance in an emergency

In an emergency:

- (a) the Main Retail Owner may do what is reasonably necessary to rectify a fault or defect; and
- (b) the Main Retail Owner's obligation to notify the Committee and Facilities Manager (if any) in accordance with clause 57.3 ("Procedures for repair and maintenance except in an emergency") is suspended until the earliest possible time that the Main Retail Owner (acting reasonably) can practicably notify the Committee and Facilities Manager (if any).

### 57.5 Paying costs for repair and maintenance

The Committee must reimburse the Main Retail Owner within 30 days of the Main Retail Owner delivering to the Committee an invoice for costs incurred by the Main Retail Owner under clauses 57.2 ("Repair and maintenance rights of the Main Retail Owner"), 57.3 ("Procedures for repair and maintenance except in an emergency") and 57.4 ("Procedures for repair and maintenance in an emergency"). The Main Retail Owner must provide the Committee with the information it reasonably requires to assess those costs at the same time as the Main Retail Owner delivers the invoice to the Committee as contemplated by this clause 57.

### 57.6 Signage rights

The Main Retail Owner has the right to install or fix graphics, light boxes or other signage in or on:

- (a) the Commercial Lift (SF6); and
- (b) the Commercial Stairs (SF7); and

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(c) the Service Retail Walkway (SF18)

which, in the Main Retail Owners' reasonable opinion, enhance the retail experience for its visitors and customers, without the prior consent of the Committee.

## 57.7 Colour changes

The Main Retail Owner has the right to change the colour of the internal surface treatments of the Commercial Stairs (SF7) to either a neutral tone or other scheme which, in the Main Retail Owners' reasonable opinion, enhance the retail experience for its visitors and customers, without the prior consent of the Committee.

## 57.8 Approvals under the Architectural Code

The Architectural Code sets out those matters to which the Main Retail Owner must consent for the Committee to grant an approval to specified Architectural Works or Building Works. These include (but are not limited to):

- changes to the internal and external finishes of certain Shared Facilities; and
- appointment of an expert to determine applications which are in dispute.

## 57.9 Shared Facilities located in Main Retail or Retail Carpark

The Main Retail Owner has the right to carry out Architectural Works to Shared Facilities which are located within the Main Retail or Retail Carpark Stratum Lots provided those works:

- (a) do not effect the operation of those Shared Facilities; and
- (b) do not increase costs associated with those Shared Facilities.

## 57.10 Rectifying damage

The Main Retail Owner must promptly rectify any damage it causes when it exercises its rights under this clause 57. If the Main Retail Owner fails to comply with this clause 57 the Committee may rectify such damage and recover the reasonable costs of rectification from the Main Retail Owner. These costs must be paid within 30 days of the Committee providing the Main Retail Owner with an invoice for those costs and the information the Main Retail Owner reasonably requires to assess those costs.

## 57.11 Access

You must give the Main Retail Owner access to the relevant Shared Facilities in your part of Pacific Square to enable the Main Retail Owner to exercise its rights under this clause 57.



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## **58 Restricting access to parts of Pacific Square and issuing Security Keys**

### **58.1 An integrated security system**

Security at Pacific Square is important to all Members, Owners and Occupiers. To maintain an integrated security system, this management statement regulates access and security issues and the use of security equipment (eg the provision of Security Keys).

### **58.2 Restricting access to parts of Pacific Square**

Subject to this management statement and the Easements, the Committee may:

- (a) restrict by Security Key access to the carpark levels of any part of Pacific Square; and
- (b) close off or restrict your access to parts of Pacific Square to which you do not require access for the purpose of getting to your Apartment, Commercial Suite or Stratum Lot; and
- (c) restrict access to Shared Facilities, including the Swimming Pool and Gym by Members, Owners and Occupiers who are not entitled to use them; and
- (d) secure doors or gates in Pacific Square between the hours it determines are appropriate to preserve the security of Pacific Square and to protect Members, Owners and Occupiers and their property; and
- (e) allow security personnel to use part of the Common Property to operate or monitor security of Pacific Square. The Committee may exclude you from using these parts of Pacific Square; and
- (f) make agreements with another party (eg the Facilities Manager) to exercise its functions under this management statement. The agreements may have provisions requiring you to pay the other party an administration fee.

### **58.3 Provision of Security Keys**

The Committee must provide:

- (a) each Member with a Security Key to access their component of Pacific Square; and
- (b) each Owner and Occupier of an Apartment or Commercial Suite with a Security Key to access their Apartment or Commercial Suite; and
- (c) each Member, Owner and Occupier with a Security Key to access Shared Facilities which they are entitled to use,

but only if that access is controlled by the integrated security system for Pacific Square.

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### 58.4 Charging fees for Security Keys

The Committee may charge you a fee or bond if you want additional or replacement Security Keys.

### 58.5 Your rights and obligations

You must:

- (a) take all reasonable steps not to lose a Security Keys; and
- (b) return Security Keys to the Committee if you do not need them or are no longer a Member, Owner or Occupier; and
- (c) notify the Committee immediately if you lose a Security Key; and
- (d) comply with the reasonable instructions of the Committee about Security Keys and, in particular, instructions about re-coding and returning Security Keys.

### 58.6 Some prohibitions

You must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not a Member, an Owner or an Occupier; or
- (c) interfere with or shut down any part of the integrated security system for Pacific Square without consent from the Committee; or
- (d) if you are an Owners Corporation, restrict access to Common Property or Shared Facilities in your Strata Scheme without consent from the Committee; or
- (e) do anything that might prejudice the security or safety of Pacific Square.

### 58.7 Who owns Security Keys?

Security Keys belong to the Committee.

### 58.8 Leasing procedures

If you lease your Apartment or Commercial Suite, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Committee when they no longer occupy the Apartment or Commercial Suite.

### 58.9 Managing the Security Key system

The Committee has the power to:

- (a) re-code Security Keys; and

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- (b) require you to promptly return your Security Keys to the Committee to be re-coded; and
- (c) enter into agreements with Service Providers, the Strata Manager or the Facilities Manager about the provision and management of Security Keys and the management of security systems generally.

### 58.10 Residential Visitor Parking

If you are the Owner or Occupier of an Apartment:

- (a) you may allow your genuine visitors to park in Retail Carpark provided your visitors park there on a casual basis;
- (b) you may give your genuine visitors any security access code or other Security Key device in order to obtain access to Retail Carpark for casual parking;
- (c) you must not give any security access code or other Security Key device to any person who is not a genuine visitor to your Apartment; and
- (d) you must not allow your visitors to park in Retail Carpark for any purpose other than casual visitor parking.

### 58.11 Monitoring Residential Visitor Parking

The Committee must provide the Retail Carpark Owner with regular reports detailing use of Retail Carpark by residential visitors under clause 58.10 ("Residential Visitor Parking"). The Committee must provide these reports to the Retail Carpark Owner on a weekly basis, or other basis as agreed with the Retail Carpark Owner from time to time.

### 58.12 Retail Stratum Lots may have separate security system

The Owners of Main Retail, Anzac Retail and the Retail Carpark may implement their own security system that is independent from the integrated security system for Pacific Square.

### 58.13 Access rights under Easements

Under several of the Easements:

- (a) Grantees have unimpeded access to parts of Pacific Square which may be regulated by Security Keys; and
- (b) the Committee must promptly provide Security Keys requested or required by a Grantee under the Easements.

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## **59 Using the Swimming Pool and Gym**

### **59.1 Who may use the Swimming Pool and Gym?**

Owners and Occupiers of Apartments may use the Swimming Pool and Gym according to this clause 59 and any Rules made by the Committee about using the Swimming Pool and Gym.

### **59.2 Can your guests use the Swimming Pool and Gym?**

If you are the Owner or Occupier of an Apartment, your visitors may use the Swimming Pool and Gym if you accompany them at all times.

### **59.3 Conditions for using the Swimming Pool and Gym**

You may use the Swimming Pool and Gym only during the hours nominated by the Committee. You must:

- (a) ensure that an adult exercising effective control accompanies children under 12 who are in your care when the children use or are in the Swimming Pool and Gym; and
- (b) be adequately clothed when you use or are in the Swimming Pool and Gym.

### **59.4 Some prohibitions**

If you are entitled to use the Swimming Pool and Gym, you must not:

- (a) bring glass (eg drinking glasses) or sharp objects into the Swimming Pool and Gym; or
- (b) do anything that might be dangerous when you are in the Swimming Pool and Gym; or
- (c) make noise or behave in a way that might or does interfere with the use and enjoyment of the Swimming Pool and Gym by another Owner or Occupier; or
- (d) bring food or drink into the Swimming Pool and Gym. However, you do not need consent to bring them (other than non-alcoholic drinks) in sealable plastic containers into the Swimming Pool and Gym; or
- (e) hold parties or other functions (eg swimming classes) in the Swimming Pool and Gym without consent from the Committee; or
- (f) interfere with, operate or adjust pumps or other equipment servicing the Swimming Pool and Gym.

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## **60 Using the Garbage Holding and Compaction Area**

### **60.1 Who may use the Garbage Holding and Compaction Area?**

The Garbage Holding and Compaction Area (SF10) is available for use by Owners and Occupiers of Commercial Suites and retail Stratum Lots as specified in Schedule 1 ("List of Shared Facilities").

### **60.2 Conditions for use**

If you are entitled to use the Garbage Holding and Compaction Area, you must use it only for the temporary storage of garbage and recyclable materials prior to collection by Council or a garbage removalist.

### **60.3 Conditions of use**

If you are the Owner or Occupier of a Commercial Suite or a Stratum Lot used for retail purposes, you must at your cost:

- (a) store your garbage and recyclable materials in the Garbage Holding and Compaction Area in clean and sanitary bins (which you must provide); and
- (b) arrange for your garbage and recyclable bins and materials to be removed from your Commercial Suite or Stratum Lot and placed in the Garbage Holding and Compaction Area; and
- (c) return your garbage and recyclable bins to your Commercial Suite or Stratum Lot within 24 hours after your garbage and recyclable materials are removed from Pacific Square.

### **60.4 Paying costs**

The Garbage Holding Area is a Shared Facility. Members must contribute to the costs for the Garbage Holding and Compaction Area in accordance with Schedules 2 or 3 (as applicable). This Shared Facility excludes costs incurred by the Owner or Occupier of a Commercial Suite or a Stratum Lot used for retail purposes to transport garbage and recyclable materials to the Garbage Holding and Compaction Area.

### **60.5 Requirements in By-Laws**

The By-Laws for Service Retail North and the Service Retail South 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.

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## **61 Residential garbage storage and removal**

### **61.1 Overview**

Garbage storage and removal for the residential Strata Schemes works like this:

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- (a) Owners and Occupiers of Apartments place their household garbage in the Common Property garbage chute on their level of their Strata Scheme (if that facility is available under the By-Laws).
- (b) Each Owners Corporation stores the household garbage and recyclable materials in the garbage chute room for their Strata Scheme in clean and sanitary bins (which each Owners Corporation must provide).
- (c) Owners and Occupiers of Apartments place their recyclable materials in the Common Property garbage chute room on their level of their Strata Scheme (if that facility is available under the By-Laws).
- (d) Each Owners Corporations transports recyclable materials from each level of their Strata Schemes to the garbage chute room for their Strata Scheme.
- (e) The residential garbage chute rooms for Boulevard, Northerly, Panorama and Axis are located within their Strata Schemes respectively. The Botanica Owners Corporation has use of the Residential Garbage Room (which is SF48).
- (f) Residential bins must only be placed in that part of the Loading Dock Area (SF11) nominated for collection of residential garbage and recyclable materials by the Committee from time to time.

## 61.2 Requirements in By-Laws

The By-Laws for each residential Strata Scheme may provide for the storage and disposal of garbage and recyclable materials in those Strata Schemes. The provisions in this clause 61 apply in addition to the provisions in the By-Laws.

## 61.3 Obligations of Owners Corporations

Each Owners Corporation (at their cost):

- (a) must operate, maintain, repair and, where necessary replace, the Common Property garbage chutes and garbage chute equipment servicing their Strata Schemes (including mechanical equipment located in their Common Property residential garbage chute rooms); and
- (b) (except for the Botanica Owners Corporation) must maintain, clean and repair the Common Property residential garbage chute room servicing their Strata Scheme;
- (c) must make its own arrangements (or jointly with other Owners Corporations if preferred) for the regular removal of your garbage and recyclable materials from the Common Property garbage chute rooms throughout their Strata Scheme; and
- (d) must transport their bins from the residential garbage chute room for their Strata Scheme using the Goods Lift (which is SF8) to the Loading Dock Area for collection by Council; and

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- (e) must not leave their garbage or recyclable materials in the designated part of the Loading Dock Area more than 6 hours before the regularly scheduled Council collection date; and
- (f) must return their garbage and recyclable bins to your residential garbage chute room within 6 hours after your garbage and recyclable materials are removed from Pacific Square; and
- (g) must keep the designated part of the Loading Dock Area clean and tidy and immediately remove any rubbish and clean that part of the Loading Dock Area if garbage or recyclable materials are spilled.

## **61.4 Additional obligations of Botanica Owners Corporation**

In addition to the obligations set out in clause 61.3 ("Obligations of Owners Corporations") the Botanica Owners Corporation must (at their cost):

- (a) arrange for the regular removal of garbage and recyclable materials from the Residential Garbage Room; and
- (b) transport filled receptacles from the Residential Garbage Room to the Garbage Holding and Compaction Area; and
- (c) clean the Residential Garbage Room, including garbage receptacles and recyclable receptacles in the Residential Garbage Room.

## **61.5 Obligations of the Committee**

The Committee must maintain and repair the Residential Garbage Room.

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## **62 Using the Carwash Bays**

### **62.1 Shared Facility**

The Carwash Bays are a Shared Facility. The location of the Carwash Bays are shown on the Shared Facilities Plan.

### **62.2 Hours of use**

You may use the Carwash Bays to wash your vehicle during the hours nominated by the Committee.

### **62.3 What are your obligations when you use the Carwash Bay?**

When you use the Carwash Bay, you must:

- (a) not unreasonably obstruct use of the other Carwash Bays by other Owners and Occupiers; and
- (b) turn off all taps you have used and leave the Carwash Bays clean and tidy after you have finished; and
- (c) comply with the reasonable requirements of the Committee about using the Carwash Bays; and

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- (d) only leave your vehicle in the Carwash Bay while you are cleaning the vehicle.

## **62.4 Controlling traffic in the Carpark Accessways**

The Committee may:

- (a) impose a speed limit for traffic in the Carpark Accessway; and
- (b) impose reasonable restrictions on the use of the Carpark Accessway; and
- (c) install speed humps and other traffic controlled devices in the Carpark Accessway; and
- (d) install signs to control traffic in the Carpark Accessway and, in particular, traffic entering and leaving the Carpark of Pacific Square.

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## **63 Using the Loading Dock Area**

### **63.1 Who can use the Loading Dock Area?**

You may use the Loading Dock Area according to this clause 63.

### **63.2 Facilities Manager**

The Committee may appoint the Facilities Manager to assist the Committee to perform its functions in relation to management of the Loading Dock Area.

### **63.3 When can you use the Loading Dock?**

- (a) The Main Retail Owner is not required to make any reservations to use the Loading Dock Area.
- (b) Other Members may use the Loading Dock Area (and allow persons delivering items to those Members) to use the Loading Dock Area for the purpose of loading and unloading items between the hours determined by the Committee and provided that:
  - (i) you do so quickly; and
  - (ii) you have previously reserved use of the Loading Dock Area with the Committee or the Facilities Manager before the delivery in accordance with any notice requirements prescribed by Rules; and
  - (iii) an Owner or Occupier has not reserved use of the Loading Dock Area; and
  - (iv) you comply with the reasonable directions of the Committee or the Facilities Manager (as relevant).

You may use the Loading Dock Area according to any standing arrangements between you and the Committee or the Facilities



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Manager according to clause 63.5 ("Standing arrangements for retail purposes").

## **63.4 Limiting use for Apartments**

The Committee may limit the hours during which Owners and Occupiers of Apartments may use the Loading Dock Area so as not to interfere with the commercial operations and delivery needs of the Owners and Occupiers of Main Retail, Anzac Retail or Commercial Suites.

## **63.5 Standing arrangements for retail purposes**

The Committee may make standing arrangements with Owners and Occupiers of Main Retail, Anzac Retail or Commercial Suites for use of the Loading Dock Area to accommodate regular deliveries. If a regular delivery is cancelled or altered, the Committee or the Facilities Manager (as relevant) must be notified as early as possible of the change and an alternative booking may be arranged subject to availability of the Loading Dock Area. If you have a standing arrangement with the Committee and you do not comply with the terms of it, the Committee may cancel the standing arrangement at any time.

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## **64 Paying for Water Consumption**

### **64.1 Obligations of the Committee**

The Committee must regularly read sub-meters which measure Water Consumption.

### **64.2 Advance payments**

To ensure that the Committee has sufficient funds to pay for Water Consumption, the Committee may:

- (a) require Members to make advance payments on account of their future Water Consumption costs; and
- (b) include an amount for advance payments in a Member's Administrative Fund contributions.

### **64.3 Overpayments**

If you overpay your Water Consumption costs, the Committee must apply the overpayment to the next Water Consumption cost owed by you.

### **64.4 Underpayments**

If you underpay your Water Consumption costs, you must immediately pay the Committee any shortfall between your advance payment and the actual consumption cost for your Strata Scheme or Stratum Lot.

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## **65 Subsurface Drainage System**

### **65.1 Maintenance of Subsurface Drainage System**

The Subsurface Drainage System is a Shared Facility. The Committee must regularly clean and maintain the subsurface drainage system to ensure that it remains in good working condition, and comply with the requirements of Government Agencies as set out in any development approvals applicable to Pacific Square and in effect from time to time.

# Strata Management Statement for Pacific Square

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## Part 7 Miscellaneous

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### 66 How to resolve Disputes

#### 66.1 Interpretation

For the purpose of this clause, “party” or “parties” means the party or parties to a Dispute. The party or parties to a Dispute may be the Committee, a Member, an Owner or an Occupier.

#### 66.2 Resolution of Disputes

The parties to a Dispute must endeavour in good faith to resolve their Dispute before taking action under this clause 66.

#### 66.3 Dispute Notice

A party may give another party a Dispute Notice if they are unable to resolve their Dispute under clause 66.2 (“Resolution of Disputes”). In the Dispute Notice the party must:

- (a) describe what the Dispute is about; and
- (b) identify the provisions of this management statement or the law that applies to the Dispute; and
- (c) state the position of the party; and
- (d) set out the facts and other circumstances on which the party relies; and
- (e) attach copies of correspondence and other documents mentioned in the Dispute Notice.

#### 66.4 Negotiation

Within ten Business Days after a party gives a Dispute Notice, the parties to the Dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If the parties cannot agree on the time and place, they must meet to try to resolve the Dispute by negotiation:

- (a) at 2.00 pm on the date which is ten Business Days after the Dispute Notice was given; and
- (b) at Pacific Square or by telephone conference.

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**66.5 Referring a Dispute to expert determination**

If the parties cannot resolve their Dispute by negotiation, a party may give a Determination Notice requiring the parties to:

- (a) refer the Dispute to an independent expert for determination; and
- (b) appoint an expert to determine the Dispute.

**66.6 Appointing an expert**

If the parties cannot agree on an expert within five Business Days after a party gives a Determination Notice, a party may ask the chairperson of Institute of Strata Title Management Limited to:

- (a) appoint an appropriate expert having regard to the nature of the Dispute; and
- (b) determine the remuneration of the expert.

**66.7 Instructions to the expert**

The parties must instruct the expert to:

- (a) act as an expert and not as an arbitrator; and
- (b) determine the rules for the conduct of the expert determination; and
- (c) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

**66.8 Conducting expert determination**

If the parties cannot agree on the rules for the conduct of the expert determination, then the expert is to determine the rules and notify the parties accordingly.

**66.9 Expert determination**

The expert:

- (a) is not bound to observe the rules of natural justice or the rules of evidence; and
- (b) may obtain and refer to documents and information not provided by the parties; and
- (c) must determine the Dispute and give written reasons for the determination within one month of being appointed.

**66.10 Binding effect**

The determination by the expert is final and binding on the parties to the Dispute without appeal so far as the law allows.

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### 66.11 Expert determination about Shared Facility costs

If a Dispute about the proportion of a Member's cost for a Shared Facility is determined under this clause 66, the expert who determines the Dispute must determine any adjustments the Member or the Committee must pay.

### 66.12 Costs

The parties to the Dispute must:

- (a) pay their own costs in connection with the Dispute (unless the expert decides otherwise); and
- (b) pay their costs in connection with the Dispute.

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## 67 How to serve notices

### 67.1 Methods of serving notices

Subject to the provisions in this management statement about convening and serving notices on Members of Meetings and Emergency Meetings, a notice must be:

- (a) delivered personally to the addressee; or
- (b) left at the Current Address of the addressee; or
- (c) sent by pre-paid ordinary post to the Current Address of the addressee; or
- (d) sent to the Current Fax Number of the addressee.

All notices and other communications to be served on the Committee by Members must be addressed to the Secretary.

### 67.2 When does a notice take effect?

A notice takes effect from the time it is received unless a later time is specified.

### 67.3 Receipt - post

If sent by post, a notice is taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

### 67.4 Receipt - fax

If sent by fax, a notice is taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

### 67.5 Form of notices

Unless stated otherwise in this management statement, all notices, certificates, consents and other communications in connection with this

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management statement must be in writing, signed by the sender (if an individual) or an authorised officer of the sender.

## **67.6 Receipt - general**

Despite clause 67.3 ("Receipt - post") and clause 67.4 ("Receipt - fax"), if a notice is received after 5.00pm in the place of receipt or on a non-Business Day, it is taken to be received at 9.00am on the next Business Day.

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## **68 GST**

### **68.1 Amounts are exclusive of GST**

Unless otherwise expressly stated, all amounts payable under or in connection with this management statement are expressed to be exclusive of any amount of GST.

### **68.2 Obligation to pay GST**

Where GST is imposed on any supply made under or in connection with this management statement by one party ("the supplying party") to another party ("the receiving party"), the receiving party must pay or provide the GST exclusive consideration for the supply and, in addition to and at the same time as the GST exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the supplying party. The supplying party must issue a Tax Invoice to the receiving party.

### **68.3 Differences in amounts**

If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of the supply, the amount payable by the receiving party to be the supplying party will be adjusted accordingly.

### **68.4 Reimbursement**

Where one party ("payer") is liable to reimburse another party ("payee") for an expenditure incurred by the payee ("Expenditure"), the amount reimbursed by the payer will be the GST exclusive Expenditure plus any GST payable to the payee by the payer under this clause 68.

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## **69 General**

### **69.1 Discretion in exercising rights**

The Committee, a Member or an Owner may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (unless this management statement expressly states otherwise).

### **69.2 Partial exercise of rights**

If the Committee, a Member, 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.

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### 69.3 Approvals and consents

By giving its approval or consent, the Committee, a Member or an Owner does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

### 69.4 Conflict of interest

The Committee, Members, Owners and Occupiers may exercise their rights and remedies under this management statement even if this involves a conflict of duty or a party has a personal interest in their exercise.

### 69.5 Remedies cumulative

The rights and remedies provided in this management statement are in addition to other rights and remedies given by law independently of this management statement.

### 69.6 Severability

If the whole or any part of a provision of this management statement is void, unenforceable or illegal, then that provision or part provision is severed from this management statement. The remainder of this management statement has full force and effect unless the severance alters the basic nature of this management statement or is contrary to public policy.

# Strata Management Statement for Pacific Square

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## Part 8 Dictionary

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### 70 Definitions

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

**Acoustic Standards** are the standards in Part 4 (“Acoustic Standards”) of the Architectural Code.

**Administrative Fund** means the fund established by the Committee according to clause 41 (“What funds must the Committee establish?”) to pay for the day-to-day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund costs.

**Anzac Retail** is:

- Lot 1 in DP1071735 in Stage 1; and
- Lot 1 in DP1071735 and future Stratum Lot 14 in Stage 2.

**Apartments** means an apartment in any of the residential Strata Schemes being Northerly, Boulevard, Panorama, Axis and Botanica when subdivided by Strata Plan respectively.

**Appointment Form** means a form in or to be the effect of the form in Schedule 6 (“Appointment Form”) to appoint Representatives and Substitute Representatives.

**Architectural Code** means the architectural code for Pacific Square in Schedule 5.

**Architectural Standards** means the standards in Part 2 (“Architectural Standards and Architectural Works”) of the Architectural Code.

**Architectural Works** has the same meaning as it does in clause 5.2 (“Architectural Works”) of the Architectural Code.

**Axis** is:

- part of Stratum Lot 8 in DP1071735 in Stage 1; and
- future Stratum Lot 9 in Stage 2 (or a Strata Scheme created upon strata subdivision of that lot).



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**Balcony** includes a terrace.

**Botanica** is:

- part of Lot 8 in DP1071735 in Stage 1; and
- future Stratum Lot 10 in DP1071735 Stage 2 (or a Strata Scheme created upon strata subdivision of that lot).

**Boulevard** is Lot 6 in DP1071735 (or a Strata Scheme created upon strata subdivision of that lot).

**Budget** means a budget for the Administrative Fund or the Sinking Fund prepared by the Committee according to clause 43 ("Preparing Budgets").

**Building Standards** means the standards in Part 3 ("Building Standards and Buildings Works") of the Architectural Code.

**Building Works** has the same meaning as it does in clause 16.3 ("Types of Building Works") of the Architectural Code.

**Business Day** means a day on which banks in New South Wales are open for business (other than a Sunday, Saturday or public holiday in New South Wales).

**By-Laws** means the by-laws for a Strata Scheme according to the Management Act.

**Carpark Accessways** means the accessways shown on the Shared Facilities Plans. The Carpark Accessways are a Shared Facility.

**Carspace** means any carspace associated with an Apartment or Commercial Suite and may be a separate utility Lot or part of a Lot in a Strata Scheme.

**Carwash Bays** means the carwash bays shown on the Shared Facilities Plan as SF33. The Carwash Bays are Shared Facilities.

**Chairperson** means the chairperson of the Committee.

**Commercial Lifts** means the lifts shown on the Shared Facilities Plan as SF6.

**Commercial Stairs** means the stairs shown on the Shared Facilities Plan as SF7.

**Commercial Suite** means a lot in Service Retail North or Service Retail South.

**Committee** means the building management committee established and maintained by the Members under clause 6 ("The Committee") and required by the Development Act.

**Common Property** means common property as that term is defined in the Management Act. For the purposes of this management statement, Common

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Property does not include common property which is or forms part of a Shared Facility.

**Common Property Building Works** has the same meaning as it does in clause 17.1 ("Definition") of the Architectural Code.

**Council** means the Randwick City Council.

**Current Address** for a Member, Owner or Occupier means the current address as shown on the last Membership Form at which a person may be served a notice or communication under this management statement.

**Current Fax Number** for a Member, Owner or Occupier means the current fax number as shown on the last Membership Form at which a person may be served a notice or communication under this management statement.

**Determination Notice** means a written notices given by a party to a Dispute according to clause 66.9 ("Expert determination").

**Developer** means Clycut Pty Limited (ABN 97 091 426 569) and its assigns and Alpine Hotels Pty Limited (ACN 002 250 820) and its assigns.

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

**Development Period** means the period:

- (a) commencing on registration of the Strata Plan for Service Retail North; and
- (b) ending on the date of registration of the last Strata Plan for Pacific Square.

**Development Period Budget** means the budgets prepared by the Committee under clause 43.2 ("Budgets during the Development Period").

**Development Works** means all building, construction and development works which the Developer considers necessary or desirable to carry out in Pacific Square, including:

- (a) building and demolition works; and
- (b) the installation, augmentation, connection and temporary disconnection of services and Shared Facilities; and
- (c) changing the location of Shared Facilities; and
- (d) placing in Pacific Square anything in connection with (a) to (c) above, including temporary signs, structures, building materials, fences, cranes and other equipment.

**Development Works Application** means any application by the Developer to a Government Agency for approval to carry out Development Works.

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**Dispute** means any dispute, controversy or difference between the Committee, Members, Owners or Occupiers about:

- (a) the construction of this management statement; or
- (b) the rights or obligations of the Committee, a Member, an Owner or an Occupier under this management statement; or
- (c) amounts which the Committee determines for Administrative Fund or Sinking Fund contributions; or
- (d) the Committee passing or failing to pass a Resolution or Unanimous Resolution; or
- (e) the operation, maintenance, repair or replacement of a Shared Facility; or
- (f) the Architectural Code.

**Dispute Notice** means a written notice of a Dispute given by a party to a Dispute according to clause 66.3 ("Dispute Notice").

**Easements** means the easements, restrictions on use and positive covenants benefiting or burdening any part of Pacific Square.

**Emergency Meeting** means a meeting of the Committee convened in an emergency according to Part 4 ("Meeting procedures and resolutions").

**External Appearance** means the appearance of any external surface of an Apartment, Commercial Suite or Pacific Square which is visible from outside the Apartment, Commercial Suite or Pacific Square.

**External Appearance Building Works** has the same meaning as it does in clause 18.2 ("Definition") of the Architectural Code.

**Facilities Manager** means the Facilities Manager appointed by the Committee according to clause 11 ("Appointing a Facilities Manager") to assist the Committee perform its functions in relation to Shared Facilities.

**Facilities Manager's Office and Store Room** means:

- (a) the areas shown on the Shared Facilities Plan as SF19 (comprising an office and store room); and
- (b) air conditioning plant and equipment servicing the part of the Facilities Manager's Office and Store Room comprising the office.

**Financial Year** means a financial year of the Committee determined according to clause 42 ("Financial Years").

**Fire Safety Device** means any item in Pacific Square (eg part of the integrated fire system for Pacific Square) which:

- (a) monitors the incidence of smoke, heat or fire; or

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- (b) signals warnings of smoke, heat or fire; or
- (c) provides lighting or directional signals in the case of smoke, heat or fire; or
- (d) controls access into and out of Pacific Square in an emergency (eg fire stairs); or
- (e) notifies the Fire Brigade (or any other emergency agency) of smoke, heat, fire or an emergency in Pacific Square; or
- (f) retards the spread of smoke, heat or fire through Pacific Square; or
- (g) extinguishes fires in Pacific Square (eg hose reels and fire extinguishes); or
- (h) complies with statutory controls for fire safety.

**future Stratum Lot** means a Stratum Lot which will be created upon further subdivision of Lot 8 in DP1071735 as described in this management statement.

**Garbage Holding and Compaction Area** means the area identified on the Shared Facilities Plan as SF10.

**Government Agency** means any government or any governmental or semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity or state owned corporation. In relation to a Development Works Application or Selling Activities Application, it means the Government Agency having the function to determine the application.

**Grantee** means a Member who is benefited by an Easement which affects a Shared Facility.

**Grantor** means a Member who is burdened by an Easement which affects a Shared Facility.

**GST** means any form of goods and services tax or similar value added tax.

**GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth) and any other legislation or regulation which imposes, levies, implements or varies a GST and any applicable ruling issued by the Commissioner of Taxation.

**Insurance** means the insurances effected by the Committee (or the Members) for Pacific Square according to the Management Act and this management statement. It includes building insurance and public liability insurance for Shared Facilities.

**Loading Dock Area** means the loading dock shown on the Shared Facilities Plan as SF11. The Loading Dock Area is a Shared Facility.

**Main Retail** is:

- Lot 2 in DP1071735 in Stage 1; and

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- Lot 2 in DP1071735 and future Stratum Lot 11 in Stage 2.

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

**Meeting** means a meeting of the Committee held according to Part 4 (“Meeting procedures and resolutions”). A Meeting includes a meeting held in writing according to clause 36.7 (“Special provisions for Meetings held in writing”).

**Member Entitled to Vote** means, for the purposes of exercising their right to vote at a Meeting or an Emergency Meeting, a Member who has paid the Committee:

- (a) all of their Administrative Fund and Sinking Fund contributions up to date; and
- (b) all other money they owe the Committee under this management statement

which are due and payable before the Meeting or Emergency Meeting commences.

**Members** means:

- (a) each Stratum Lot Owner; and
- (b) each Owners Corporation.

**Membership Form** means a form in or to the effect of the form in Schedule 8 (“Membership Form”).

**Northerly** is Lot 5 in DP1071735 (or a Strata Scheme created upon strata subdivision of that lot).

**Occupier** means the occupier, lessee or licensee of an Apartment, Commercial Suite or Stratum Lot.

**Officer** means the Secretary, Treasurer or Chairperson of the Committee.

**Outstanding Levy Certificate** means a certificate provided by the Committee according to clause 15 (“Providing Outstanding Levy Certificates”).

**Owner** means an owner or mortgagee in possession of an Apartment, Commercial Suite or Stratum Lot.

**Owners Corporation** means an owners corporation for a strata scheme at Pacific Square.

**Pacific Square** means the land and buildings comprised in Lots 1 to 8 (and any other lots created on further subdivision of those lots) in DP1071735.

**Panorama** is Lot 7 in DP1071735 (or a Strata Scheme created upon strata subdivision of that lot).

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**Proxy Form** means a form in or to the effect of the proxy form in Schedule 7 ("Proxy Form").

**Registrar-General** means the Registrar-General at Land and Property Information (NSW).

**Representative** means a natural person appointed by a Member to represent them for the purposes of this management statement and to vote for them at Meetings and Emergency Meetings.

**Residential Garbage Room** means the garbage room shown on the Shared Facilities Plan as SF48.

**Resolution** means a motion passed at a Meeting or an Emergency Meeting by a majority of votes cast by Members Entitled to Vote.

**Retail Carpark** is:

- Lot 4 in DP1071735 in Stage 1; and
- Lot 4 in DP1071735 and future Stratum Lot 12 in Stage 2.

**Rules** means rules made by the Committee according to clause 7.5 ("Making Rules") about the management, operation, maintenance and control of Pacific Square and Shared Facilities.

**Secretary** means the secretary of the Committee.

**Security Key** means a key, magnetic card or other device or information used in Pacific Square to open and close Shared Facility doors, gates or locks or to operate Shared Facility alarms, security systems or communication systems.

**Selling Activities** means the selling or leasing of Apartments, Commercial Suites or Stratum Lots by the Developer, including:

- (a) placing signs in Pacific Square, including on Common Property and Shared Facilities, which are associated with those activities; and
- (b) operating a sales office from any Apartment, Commercial Suite or Stratum Lot owned or leased by the Developer; and
- (c) fitting out and operating one or more display suites and marketing suites in Apartments, Commercial Suites and Stratum Lots owned or leased by the Developer.

**Selling Activities Applications** means an application by the Developer to a Government Agency for approval to carry out Selling Activities.

**Service Contract** means an agreement entered into between the Committee and a Service Provider.

**Service Provider** means a person who provides services to the Committee including, operational, maintenance, repair and replacement services for Shared Facilities.

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**Service Retail North** is Lot 3 in DP1071735 (or a Strata Scheme created upon strata subdivision of that Lot).

**Service Retail South** is:

- part of Lot 8 in DP1071735 in Stage 1; and
- future Stratum Lot 13 in Stage 2 (or a Strata Scheme created upon strata subdivision of that Lot).

**Service Retail Walkway** means the walkway shown on the Shared Facilities Plan as SF18.

**Shared Facilities** means:

- (a) the items in clause 52.2 ("What do Shared Facilities include?") and Schedule 1 ("List of Shared Facilities"); and
- (c) costs for items like the Strata Manager, the Facilities Manager and premiums for insurances effected by the Committee; and
- (d) other facilities and services nominated by or according to this management statement as Shared Facilities.

**Shared Facilities Plan** means the plan in Schedule 4 ("Shared Facilities Plan") which shows the location of various Shared Facilities.

**Shared Facility Building Works** has the same meaning as it does in clause 19.2 ("Definition") of the Architectural Code.

**Sinking Fund** means the fund established by the Committee according to clause 41.2 ("Sinking Fund") to pay for the renewal and replacement of Shared Facilities.

**Stage 1** means the first, northern stage of the development project commencing with creation of the Strata Scheme for Service Retail North and involves development of Stratum Lots 1 to 7 in DP1071735 as contemplated by this management statement.

**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 the Strata Schemes for Service Retail South, Axis and Botanica as described in this management statement.

**Standing Approvals** means the approvals granted by the 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.

**Strata Manager** means the strata managing agent appointed by the Committee under clause 10 ("Appointing a Strata Manager") to manage Pacific Square and to perform functions for the Committee.

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**Strata Plan** means a strata plan registered according to the Development Act.

**Strata Scheme** means a strata scheme in Pacific Square created according to the Development Act.

**Stratum Lot** means a Lot (not being an Apartment or Commercial Suite) in Pacific Square which has not been subdivided by a Strata Plan under the Development Act.

**Stratum Lot Owner** means the registered owner of a Stratum Lot.

**Substitute Representative** means a natural person appointed by a Member to represent them for the purpose of this management statement as a substitute for their Representative.

**Subsurface Drainage System** means the drainage system shown on the Shared Facilities Plan as SF32.

**Swimming Pool and Gym** means the swimming pool and gymnasium and associated facilities shown on the Shared Facilities Plan as SF16.

**Tax Invoice** has the same meaning as in the GST Law.

**Treasurer** means the treasurer of the Committee.

**Unanimous Resolution** means a motion passed at a Meeting against which no Member Entitled to Vote casts a vote.

**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; and
- (j) Retail Carpark.

**you** means a Member, an Owner or an Occupier.



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## 71 Interpretation

### 71.1 References to certain terms

Unless the contrary intention appears, a reference in this management statement to:

- (a) **(variations or replacement)** a document (including this management statement) includes any variation or replacement of it; and
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this management statement; and
- (c) **(reference to statutes)** 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; and
- (d) **(singular includes plural)** the singular includes the plural and vice versa; and
- (e) **(you)** the word “you” means a Member, an Owner, an Occupier or the Strata Manager; and
- (f) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any 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) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (i) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (j) **(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; and
- (k) **(next day)** if an act under this management statement to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day; and
- (l) **(next Business Day)** if an event under this management statement must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

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## 71.2 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this management statement.

# Strata Management Statement for Pacific Square

## Schedule 1 - List of Shared Facilities

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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	<b>Gas Meter Room</b>	<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"> <li>the master data logging system for the gas supply to all components of Pacific Square;</li> <li>main gas regulator;</li> <li>gas pipes, wires, cables and ducts exclusively servicing Shared Facilities;</li> <li>ventilation;</li> <li>gas pipes, wires, cables and ducts that service more than one component of Pacific Square; and</li> <li>cleaning.</li> </ul> <p>This Shared Facility excludes:</p> <ul style="list-style-type: none"> <li>costs for gas consumption;</li> <li>gas pipes, wires, cables and ducts which are for the exclusive use of a Member, an Owner or an Occupier;</li> <li>gas meters located inside Apartments, Suites or a Stratum Lot; and</li> <li>lighting costs.</li> </ul>	All members, except Retail Carpark

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SF	Shared Facility	Description	Member benefited
SF2	<b>Main Switch Board No. 1</b>	<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"> <li>• electrical wires, cables and ducts exclusively servicing Shared Facilities;</li> <li>• switchboard;</li> <li>• ventilation system;</li> <li>• electrical wires, cables and ducts that service more than one component of Pacific Square; and</li> <li>• cleaning.</li> </ul> <p>This excludes:</p> <ul style="list-style-type: none"> <li>• costs for electrical consumption;</li> <li>• electrical wires, cables and ducts that are for the exclusive use of a Member, an Owner or an Occupier; and</li> <li>• lighting costs.</li> </ul>	Boulevard, Northerly, Panorama, Retail Carpark, Main Retail, Service Retail North and Anzac Retail
SF3	<b>Substation North</b>	<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"> <li>• the electrical transformers and other equipment servicing the electrical substation that are the property of Energy Australia;</li> <li>• lighting; and</li> <li>• cleaning costs.</li> </ul>	Boulevard, Northerly, Panorama, Retail Carpark, Main Retail, Service Retail North and Anzac Retail

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SF	Shared Facility	Description	Member benefited
SF4	<b>Kitchen Exhaust Room</b>	<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"> <li>• electricity;</li> <li>• electrical wires, cables and ducts;</li> <li>• fans;</li> <li>• motors;</li> <li>• the kitchen exhaust system to the point of discharge; and</li> <li>• cleaning.</li> </ul> <p>This excludes lighting costs.</p>	Main Retail, Anzac Retail, Service Retail North and Service Retail South
SF5	<b>Residential Lobby, Lifts, Stairs</b>	<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"> <li>• cleaning; and</li> <li>• electricity costs for lighting etc.</li> </ul> <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.

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SF	Shared Facility	Description	Member benefited
SF6	<b>Commercial Lifts</b>	<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"> <li>• maintenance;</li> <li>• cleaning; and</li> <li>• electricity costs.</li> </ul> <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
SF7	<b>Commercial Stairs</b>	<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"> <li>• maintenance;</li> <li>• cleaning; and</li> <li>• lighting and electricity costs.</li> </ul> <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
SF8	<b>Goods Lift</b>	<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"> <li>• maintenance;</li> <li>• cleaning; and</li> <li>• electricity costs.</li> </ul> <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

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SF	Shared Facility	Description	Member benefited
SF9	<b>Insurance</b>	<p>Costs for insurance include, without limitation:</p> <ul style="list-style-type: none"> <li>• building insurance premiums; and</li> <li>• public liability insurance; and</li> <li>• premiums under other policies effected by the Committee according to the management statement; and</li> <li>• excess on insurance policies effected by the Committee; and</li> <li>• valuations of the building for insurance purposes; and</li> <li>• insurance broker fees; and</li> </ul> <p>other costs incurred by the Committee to effect an insurance policy or under an existing insurance policy.</p>	All members
SF10	<b>Garbage Holding and Compaction Area and Removal Service</b>	<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"> <li>• electricity;</li> <li>• electric hot water heaters;</li> <li>• hose taps and connected hoses;</li> <li>• the cost of garbage compaction and removal;</li> <li>• ventilation system for the area;</li> <li>• garbage bins and receptacles located in the area;</li> <li>• water costs; and</li> <li>• cleaning costs.</li> </ul> <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>	Main Retail, Anzac Retail, Retail Carpark, Service Retail North and Service Retail South

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SF	Shared Facility	Description	Member benefited
SF11	<b>Loading Dock Area</b>	<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"> <li>• lighting costs and electricity;</li> <li>• hose taps and connected hoses;</li> <li>• ventilation system for the area;</li> <li>• cleaning costs; and</li> <li>• line markings and signage.</li> </ul>	All members
SF12	<b>Residential Roller Shutter and Ramps</b>	<p>The roller shutter and ramps are marked SF12 on the Shared Facilities Plan. They are located on the basement levels 1 and 2.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>• line marking in the driveways and ramps;</li> <li>• signage in the driveways and ramps; and</li> <li>• repair and maintenance of the roller shutter and ramps.</li> </ul> <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>	Boulevard, Northerly, Panorama, Axis, Botanica



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SF	Shared Facility	Description	Member benefited
SF13	<b>Fire Stairs</b>	<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"> <li>• cleaning;</li> <li>• ventilation; and</li> <li>• lighting.</li> </ul> <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	<b>Travelator</b>	<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"> <li>• repair and maintenance of the travelator;</li> <li>• cleaning costs; and</li> <li>• electricity costs.</li> </ul>	Retail Carpark, Main Retail, Anzac Retail, and Service Retail North and Service Retail South

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SF	Shared Facility	Description	Member benefited
SF15	Plant Rooms	<p>The plant rooms are marked SF15 on the Shared Facilities Plan. These are located on the mezzanine floor and in the landscaped area on level 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>• air-conditioning plant;</li> <li>• repair and maintenance of the air-conditioning plant;</li> <li>• ventilation;</li> <li>• smoke extraction system,</li> <li>• gas, water, drainage;</li> <li>• cleaning; and</li> <li>• lighting costs.</li> </ul>	Main Retail, Anzac Retail, Service Retail North, and Service Retail South.

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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"> <li>• the cost of signage;</li> <li>• cleaning;</li> <li>• pool chemicals;</li> <li>• lighting and electricity;</li> <li>• plant and equipment;</li> <li>• ventilation system;</li> <li>• gas, water and drainage; and</li> <li>• landscaping and other costs associated with operating and maintaining the pool facility including its surrounding areas.</li> </ul> <p>The gym includes:</p> <ul style="list-style-type: none"> <li>• cleaning;</li> <li>• repairs and maintenance;</li> <li>• ventilation system;</li> <li>• lighting, electricity; and</li> <li>• consumables (eg toilet paper) and other costs associated with operating the gym facility.</li> </ul>	Boulevard, Northerly, Panorama, Axis, Botanica

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SF	Shared Facility	Description	Member benefited
SF17	<b>Open Space Areas</b>	<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"> <li>• signage;</li> <li>• maintenance of children's play area;</li> <li>• cleaning;</li> <li>• regular gardening and landscape maintenance (including furniture);</li> <li>• lighting, electrical power;</li> <li>• operating, repairing and maintaining the irrigation system; and</li> <li>• access to the retail smoke exhaust fans.</li> </ul>	Boulevard, Northerly, Panorama, Axis, Botanica
SF18	<b>Service Retail Walkway</b>	<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
SF19	<b>Facility Manager's Office and Store Room</b>	<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"> <li>• repairs and maintenance;</li> <li>• consumables;</li> <li>• cleaning; and</li> <li>• electricity costs.</li> </ul>	All Members

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SF	Shared Facility	Description	Member benefited
SF20	<b>Cooling Towers</b>	<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"> <li>• all plant and equipment;</li> <li>• motors, fans, wires, cables and ducts;</li> <li>• reticulation piping;</li> <li>• condenser water pumps;</li> <li>• electricity costs; and</li> <li>• maintenance and repairs.</li> </ul> <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
SF21	<b>Stairs</b>	<p>The stairs are marked SF21 on the Shared Facilities Plan. These are located on ground and mezzanine.</p> <p>This excludes cleaning and lighting.</p>	Service Retail South Axis
SF22	<b>Bike Racks</b>	<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	<b>Fire Control Systems etc.</b>	<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"> <li>• fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system;</li> <li>• the sprinkler system including all booster pumps, valves pipe work and electrical components that form part of the fire sprinkler system;</li> <li>• fire extinguishers;</li> <li>• emergency warning intercommunication system (EWIS) and fire alarm systems</li> </ul>	All members

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SF	Shared Facility	Description	Member benefited
		<p>including speakers, alarms and associated electrical components;</p> <ul style="list-style-type: none"> <li>the fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system;</li> <li>emergency lighting system including all light fittings, batteries and other components forming part of the emergency lighting system;</li> <li>fire indicator panel and mimic panel together with their associated electrical components (including pans and ducting work);</li> <li>ventilation system to fire control plant area;</li> <li>retail smoke control;</li> <li>fire control equipment; and</li> <li>the fire stairs providing access to open space.</li> </ul> <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>	

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SF	Shared Facility	Description	Member benefited
SF24	<b>Fan Rooms for Carpark</b>	<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"> <li>• electrical wires, cables and ducts;</li> <li>• fans;</li> <li>• motors;</li> <li>• the garage exhaust system to the point of discharge;</li> <li>• cleaning; and</li> <li>• electricity and lighting costs.</li> </ul>	Retail Carpark, Boulevard, Northerly, Panorama, Axis, Botanica
SF25	<b>Substation South</b>	<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"> <li>• the electrical transformers and other equipment servicing the electrical substation that are the property of Energy Australia;</li> <li>• lighting; and</li> <li>• cleaning costs.</li> </ul>	Axis, Botanica, Retail Carpark, Main Retail, Service Retail South

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SF	Shared Facility	Description	Member benefited
SF26	<b>Strata Management Services</b>	<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"> <li>management fees and other fees that the Committee must pay the Strata Manager according to their agreement;</li> <li>other costs incurred by the Committee according to its agreement with the Strata Manager;</li> <li>audit fees incurred by the Committee; and</li> <li>costs incurred by the Committee to maintain its records (including its financial records) according to this management statement.</li> </ul>	All members
SF27	<b>Detention Tanks</b>	<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"> <li>all equipment, pipes, cables and ducts ancillary to the operation of the tanks; and</li> <li>cleaning.</li> </ul>	All members
SF28	<b>Domestic Cold Water No 1</b>	<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"> <li>costs for water consumption; and</li> <li>water pipes that are for the exclusive use of a Member, an Owner or an Occupier.</li> </ul>	Boulevard and Northerly



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SF	Shared Facility	Description	Member benefited
SF29	<b>Security Systems</b>	<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"> <li>(a) security guards contracted by the Committee to provide manned security services and patrols for Pacific Square;</li> <li>(b) Security Keys (and equipment for encoding Security Keys);</li> <li>(c) security cameras in Common Property and Shared Facilities;</li> <li>(d) security equipment (for example, computers, monitors) monitoring security cameras in Common Property or Shared Facilities; and</li> <li>(f) the security access card reader located at the entrance to the residential carpark.</li> </ul>	Boulevard, Northerly, Panorama, Axis, Botanica, Service Retail North and Service Retail South
SF30	<b>Facilities Management Services</b>	<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> <ul style="list-style-type: none"> <li>(a) management fees and other fees that the Committee must pay the Facilities Manager according to their agreement; and</li> <li>(b) other costs incurred by the Committee according to its agreement with the Facilities Manager.</li> </ul>	All members
SF31	<b>MDF Room 1</b>	<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"> <li>• all telephone equipment other than the property of the service;</li> <li>• all wiring; and</li> <li>• ventilation.</li> </ul>	All members, except Retail Carpark

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SF	Shared Facility	Description	Member benefited
SF32	<b>Subsurface Drainage System</b>	<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
SF33	<b>Car Wash Bays</b>	<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"> <li>• equipment, repairs and maintenance</li> <li>• trade waste maintenance;</li> <li>• water; and</li> <li>• drainage.</li> </ul>	Boulevard, Northerly, Panorama, Axis, Botanica
SF34	<b>Television Reception</b>	<p>The television reception is generally located on the roof of Panorama.</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>	Panorama, Main Retail, Service Retail North, Service Retail South
SF35	<b>Electrical Meter Room No 6</b>	<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"> <li>• all electrical meters;</li> <li>• distribution boards; and</li> <li>• ventilation.</li> </ul>	Anzac Retail, Main Retail, Service Retail North, Retail Carpark

# SP74378

SF	Shared Facility	Description	Member benefited
SF36	<b>Main Switch Board No 2.</b>	<p>This room is marked SF36 on the Shared Facilities Plan. It is located on basement 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>• electrical wires, cables and ducts and exclusively servicing Shared Facilities;</li> <li>• switchboard;</li> <li>• ventilation;</li> <li>• electrical wires, cables and ducts that services more than one component of Pacific Square; and</li> <li>• cleaning.</li> </ul> <p>This excludes:</p> <ul style="list-style-type: none"> <li>• costs for electrical consumption;</li> <li>• electrical wires, cables and ducts that are for the exclusive use of a Member, an Owner or an Occupier; and</li> <li>• lighting costs.</li> </ul>	Retail Carpark, Main Retail, Service Retail South, Axis and Botanica
SF37	<b>Electrical Meter Room No 4.</b>	<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"> <li>• all electrical meters;</li> <li>• distribution boards; and</li> <li>• ventilation.</li> </ul>	Axis
SF38	<b>Electrical Meter Room No 5.</b>	<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"> <li>• all electrical meters;</li> <li>• distribution boards; and</li> <li>• ventilation.</li> </ul>	Botanica

# SP74378

SF	Shared Facility	Description	Member benefited
SF39	<b>Domestic Cold Water Room No 2.</b>	<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"> <li>• Panorama pump assembly;</li> <li>• retail water supply pump assembly;</li> <li>• all pipework and valves; and</li> <li>• all metering not the property of the water supply authority.</li> </ul> <p>Hydraulic infrastructure excludes:</p> <ul style="list-style-type: none"> <li>• costs for water consumption; and</li> <li>• water pipes that are for the exclusive use of a Member, an Owner or an Occupier.</li> </ul>	All members
SF40	<b>Electrical Meter Room No 7.</b>	<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"> <li>• all electrical meters;</li> <li>• all electrical wiring;</li> <li>• switchboard and other distribution boards; and</li> <li>• ventilation.</li> </ul>	Main Retail, Service Retail South

# SP74378

SF	Shared Facility	Description	Member benefited
SF41	<b>Domestic Cold Water Room No 3.</b>	<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"> <li>• pump assemblies; and</li> <li>• water meters, valves and piping.</li> </ul> <p>This excludes:</p> <ul style="list-style-type: none"> <li>• costs for water consumption; and</li> <li>• water pipes that are for the exclusive use of a Member, and Owner or an Occupier.</li> </ul>	Axis, Botanica, Anzac Retail
SF42	<b>MDF Room No 2.</b>	<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"> <li>• all telephone equipment other than the property of the service.</li> <li>• all wiring.</li> <li>• ventilation.</li> </ul>	Axis and Botanica, Main Retail, and Service Retail South
SF43	<b>Electrical Meter Room No 1.</b>	<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"> <li>• all electrical meters;</li> <li>• distribution boards; and</li> <li>• ventilation.</li> </ul>	Boulevard

# SP74378

SF	Shared Facility	Description	Member benefited
SF44	<b>Electrical Meter Room No 2.</b>	<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"> <li>• all electrical meters;</li> <li>• distribution boards; and</li> <li>• ventilation.</li> </ul>	Northerly
SF45	<b>Electrical Meter Room No 3.</b>	<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"> <li>• all electrical meters;</li> <li>• distribution boards; and</li> <li>• ventilation.</li> </ul>	Panorama
SF46	<b>Hydraulic Plant Room</b>	<p>The Hydraulic Plant Room is marked SF46 on the Shared Facilities Plan. It is located on basement 2.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>• pump assemblies;</li> <li>• valves and piping; and</li> <li>• electricity costs.</li> </ul> <p>This excludes:</p> <ul style="list-style-type: none"> <li>• costs for water consumption; and</li> <li>• water pipes that are for the exclusive use of a Member, an Owner or an Occupier.</li> </ul>	Retail Carpark, Boulevard, Northerly, Panorama, Main Retail, Service Retail North and Anzac Retail

# SP74378

SF	Shared Facility	Description	Member benefited
SF47	<b>Domestic Cold Water Areas.</b>	<p>The water meters and pump assemblies are marked as SF47 are located on basement 1.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>• pump assemblies;</li> <li>• water meters, valves and piping.</li> </ul> <p>This excludes:</p> <ul style="list-style-type: none"> <li>• costs for water consumption; and</li> <li>• water pipes that are for the exclusive use of a Member, an Owner or an Occupier.</li> </ul>	Botanica, Main Retail
SF48	<b>Residential Garbage Room</b>	<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"> <li>• lighting and electricity;</li> <li>• hose taps and connected hoses;</li> <li>• electric hot water heaters;</li> <li>• ventilation systems;</li> <li>• water costs</li> </ul> <p>This excludes costs incurred to:</p> <ul style="list-style-type: none"> <li>• transport garbage and recyclable materials to the Loading Dock Area for collection by the Members, Owners or Occupiers;</li> <li>• cleaning costs; and</li> <li>• costs of supplying garbage bins and receptacles.</li> </ul>	Botanica

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SF	Shared Facility	Description	Member benefited
SF49	<b>Sewerage System</b>	<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



# Strata Management Statement for Pacific Square

## Schedule 2 - Division of costs for Shared Facilities for Stage 1

SP74378

The percentages in the third to tenth columns represent the percentage of the total cost for each Shared Facility that each Member must pay.

# Strata Management Statement for Pacific Square

The percentages in the third to tenth columns represent the percentage of the total cost for each *shared facility* that each *member* must pay.

## STAGE 1

### PERCENTAGE ALLOCATION

Code	Stratum Lot	1	2	3	4	5	6	7	Pt 8	Pt 8	Pt 8	Method of Cost Apportionment (eg area, usage)
	Shared Facility	Anzac Retail Stage 1	Main Retail Stage 1	Service Retail North	Retail Carpark Stage 1	Northerly	Boulevard	Panorama	Service Retail South	Axis	Botanica	
SF1	Gas Meter Room	1.3%	18.8%	2.2%	0.0%	17.7%	25.2%	34.7%	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
SF2	Main Switch Board No. 1	1.3%	17.8%	2.2%	1.0%	17.7%	25.2%	34.7%	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.
SF3	Substation North	1.3%	17.8%	2.2%	1.0%	17.7%	25.2%	34.7%	0.0%	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
SF4	Kitchen Exhaust Room	5.8%	84.2%	10.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF5	Residential Lobby, Lifts, Stairs	0.0%	0.0%	0.0%	0.0%	6.8%	79.7%	13.4%	0.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF6	Commercial Lifts	3.0%	25.0%	47.0%	1.0%	9.0%	9.0%	6.0%	0.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF7	Commercial Stairs	3.0%	25.0%	47.0%	1.0%	9.0%	9.0%	6.0%	0.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF8	Goods Lift	1.3%	10.0%	2.2%	0.0%	19.8%	28.2%	38.4%	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
SF9	Insurance	See Method	See Method	See Method	See Method	See Method	See Method	See Method	N/A	N/A	N/A	The relative proportion that the See Method of each Stratum Lot bears to the total See Method of Pacific Square
SF10	Garbage Holding and Compaction Area and Removal Services	9.5%	73.1%	16.4%	1.0%	0.0%	0.0%	0.0%	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

Code	Stratum Lot	1	2	3	4	5	6	7	Pt 8	Pt 8	Pt 8	Method of Cost Apportionment (eg area, usage)
SF11	Shared Facility Loading Dock Area	Anzac Retail Stage 1 3.3%	Main Retail Stage 1 55.0%	Service Retail North 0.6%	Retail Carpark Stage 1 1.0%	Northerly 9.1%	Boulevard 13.0%	Panorama 17.9%	Service Retail South 0.0%	Axis 0.0%	Botanica 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	0.0%	0.0%	0.0%	0.0%	22.8%	32.5%	44.7%	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%	14.6%	1.7%	22.3%	13.8%	19.6%	27.0%	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
SF14	Travelator	2.5%	86.5%	10.0%	1.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF15	Plant Rooms	0.3%	91.4%	8.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF16	Swimming Pool and Gym	0.0%	0.0%	0.0%	0.0%	22.8%	32.5%	44.7%	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%	0.0%	0.0%	0.0%	22.8%	32.5%	44.7%	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	0.0%	0.0%	50.0%	0.0%	11.4%	16.2%	22.4%	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	1.0%	10.0%	2.0%	1.0%	21.0%	28.0%	37.0%	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
SF20	Cooling Towers	0.0%	81.7%	18.3%	0.0%	0.0%	0.0%	0.0%	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%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF22	Bike Racks	0.0%	0.0%	0.0%	0.0%	22.8%	32.5%	44.7%	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%	14.6%	1.7%	22.3%	13.8%	19.6%	27.0%	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

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	Stratum Lot	1	2	3	4	5	6	7	Pt 8	Pt 8	Pt 8	Method of Cost Apportionment (eg area, usage)
Code	Shared Facility	Anzac Retail Stage 1	Main Retail Stage 1	Service Retail North	Retail Carpark Stage 1	Northerly	Boulevard	Panorama	Service Retail South	Axis	Botanica	
SF24	Fan Rooms for Carpark	0.0%	0.0%	0.0%	50.0%	15.8%	10.8%	23.4%	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.
SF26	Strata Management Services	1.0%	10.0%	2.0%	1.0%	21.0%	28.0%	37.0%	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
SF27	Detention Tanks	0.0%	5.5%	0.0%	0.0%	27.5%	34.9%	32.1%	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%	0.0%	0.0%	0.0%	41.2%	58.8%	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	0.5%	1.0%	2.8%	0.5%	21.9%	31.0%	42.3%	0.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF30	Facilities Management Services	1.0%	10.0%	2.0%	1.0%	21.0%	28.0%	37.0%	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
SF31	MDF Room 1	1.3%	18.8%	2.2%	0.0%	17.7%	25.2%	34.7%	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.
SF32	Subsurface Drainage System	1.0%	14.6%	1.7%	22.3%	13.8%	19.6%	27.0%	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
SF33	Car Wash Bays	0.0%	0.0%	0.0%	0.0%	22.8%	32.5%	44.7%	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	0.0%	2.2%	0.7%	0.0%	0.0%	0.0%	97.0%	0.0%	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	2.5%	36.9%	4.4%	56.2%	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.

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	Stratum Lot	1	2	3	4	5	6	7	Pt 8	Pt 8	Pt 8	Method of Cost Apportionment (eg area, usage)
Code	Shared Facility	Anzac Retail Stage 1	Main Retail Stage 1	Service Retail North	Retail Carpark Stage 1	Northerly	Boulevard	Panorama	Service Retail South	Axis	Botanica	
SF39	Domestic Cold Water Room No. 2	1.0%	14.6%	1.7%	1.0%	18.8%	26.9%	36.0%	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
SF40	Electrical Meter Room No. 7	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 serve bears to the total internal floor area of Pacific Square served.
SF43	Electrical Meter Room No. 1	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	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%	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 serve bears to the total internal floor area of Pacific Square served.
SF45	Electrical Meter Room No. 3	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	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%	14.6%	1.7%	1.0%	18.8%	26.9%	36.0%	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	1.0%	14.6%	1.7%	1.0%	18.8%	26.9%	36.0%	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.

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# Strata Management Statement for Pacific Square

## Schedule 3 - Division of costs for Shared Facilities for Stage 2

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The percentages in the third to 15th columns represent the percentage of the total cost for each Shared Facility that each Member must pay.

## Strata Management Statement for Pacific Square

The percentages in the third to 15th columns represent the percentage of the total cost for each *shared facility* that each *member* must pay.

### STAGE 2 - SOUTHERN STAGE COMPLETED PERCENTAGE ALLOCATION

	Stratum Lot	1	2	3	4	5	6	7	9	10	11	12	13	14	Method of Cost Apportionment (eg area, usage)
Code	Shared Facility	Anzac Retail - Stage 1	Main Retail - Stage 1	Service Retail - North	Retail Carpark - Stage 1	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail - Stage 2	Retail Carpark - Stage 2	Service Retail - South	Anzac Retail - Stage 2	
SF1	Gas Meter Room	0.7%	9.8%	1.2%	0.0%	9.2%	13.1%	18.0%	16.1%	20.6%	7.5%	0.0%	2.9%	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	1.3%	18.1%	2.2%	0.7%	17.7%	25.3%	34.7%	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.
SF3	Substation North	1.3%	18.1%	2.2%	0.7%	17.7%	25.3%	34.7%	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 by this substation bears to the total internal floor area of Pacific Square served by this substation
SF4	Kitchen Exhaust Room	2.9%	42.6%	5.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	32.8%	0.0%	12.5%	4.2%	Based on the estimated usage of each stratum lot
SF5	Residential Lobby, Lifts, Stairs	0.0%	0.0%	0.0%	0.0%	3.6%	75.1%	7.0%	6.3%	8.0%	0.0%	0.0%	0.0%	0.0%	Based on the estimated usage of each stratum lot
SF6	Commercial Lifts	2.0%	9.4%	26.0%	0.5%	5.0%	5.0%	3.0%	5.0%	5.0%	10.6%	0.5%	26.0%	2.0%	Based on the estimated usage of each stratum lot
SF7	Commercial Stairs	2.0%	9.4%	26.0%	0.5%	5.0%	5.0%	3.0%	5.0%	5.0%	10.6%	0.5%	26.0%	2.0%	Based on the estimated usage of each stratum lot

	Stratum Lot	1	2	3	4	5	6	7	9	10	11	12	13	14	Method of Cost Apportionment (eg area, usage)
	Anzac Retail - Stage 1														
	Main Retail - Stage 1														
	Service Retail - North														
	Retail - Stage 1														
SF8	Shared Facility	0.7%	5.0%	1.2%	0.0%	10.0%	14.1%	19.0%	17.1%	21.6%	7.5%	0.0%	2.9%	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
	Goods Lift														
SF9	Insurance	See Method	See Method	See Method	See Method	See Method	See Method	See Method	See Method	See Method	See Method	See Method	See Method	See Method	The relative proportion that the internal floor area of each Stratum Lot bears to the total internal floor area of Pacific Square
SF10	Garbage Holding and Compaction Area and Removal Service	3.7%	28.2%	6.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	41.0%	0.0%	15.6%	5.2%	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
SF11	Loading Dock Area	1.9%	27.9%	0.3%	0.3%	5.2%	7.5%	10.3%	9.1%	11.8%	21.5%	0.6%	0.8%	2.7%	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	0.0%	0.0%	0.0%	0.0%	11.9%	17.0%	23.4%	20.8%	26.8%	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	0.6%	8.0%	1.0%	6.3%	7.6%	10.8%	14.8%	13.2%	17.0%	6.2%	11.5%	2.4%	0.8%	The relative proportion that the internal floor area of each Stratum Lot bears to the total residential internal floor area of Pacific Square
SF14	Travelator	0.9%	42.3%	8.7%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	32.6%	0.4%	13.0%	1.7%	Based on the estimated usage of each stratum lot
SF15	Plant Rooms	0.1%	42.9%	6.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	33.0%	0.0%	17.0%	0.2%	Based on the estimated usage of each stratum lot
SF16	Swimming Pool and Gym	0.0%	0.0%	0.0%	0.0%	11.9%	17.0%	23.4%	20.8%	26.8%	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%	0.0%	0.0%	0.0%	11.9%	17.0%	23.4%	20.8%	26.8%	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	1	2	3	4	5	6	7	9	10	11	12	13	14	Method of Cost Apportionment (eg area, usage)
Code	Shared Facility	Anzac Retail - Stage 1	Main Retail - Stage 1	Service Retail North	Retail Carpark - Stage 1	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail - Stage 2	Retail Carpark - Stage 2	Service Retail South	Anzac Retail - Stage 2	
SF18	Service Retail Walkway	0.0%	0.0%	14.0%	0.0%	6.0%	8.7%	12.1%	11.0%	13.2%	0.0%	0.0%	35.0%	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	0.4%	4.8%	1.4%	0.3%	10.2%	14.5%	20.0%	17.8%	22.8%	3.7%	0.7%	2.8%	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
SF20	Cooling Towers	0.0%	31.0%	7.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	45.0%	0.0%	17.1%	0.0%	Based on the estimated usage of each stratum lot
SF21	Stairs	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%	0.0%	0.0%	0.0%	50.0%	0.0%	Based on the estimated usage of each stratum lot
SF22	Bike Racks	0.0%	0.0%	0.0%	0.0%	11.9%	17.0%	23.4%	20.8%	26.8%	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.	0.6%	8.0%	1.0%	6.3%	7.6%	10.8%	14.8%	13.2%	17.0%	6.2%	11.5%	2.4%	0.8%	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%	0.0%	0.0%	15.1%	7.5%	5.2%	11.2%	17.8%	15.6%	0.0%	27.7%	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.
SF25	Substation South	0.0%	16.5%	0.0%	0.7%	0.0%	0.0%	0.0%	28.2%	36.3%	12.6%	0.7%	5.0%	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
SF26	Strata Management Services	0.4%	4.8%	1.4%	0.3%	10.2%	14.5%	20.0%	17.8%	22.8%	3.7%	0.7%	2.8%	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
SF27	Detention Tanks	0.0%	1.9%	0.0%	0.0%	16.6%	21.0%	19.3%	19.3%	20.4%	1.4%	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

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	Stratum Lot	1	2	3	4	5	6	7	9	10	11	12	13	14	Method of Cost Apportionment (eg area, usage)
Code	Shared Facility	Anzac Retail - Stage 1	Main Retail - Stage 1	Service Retail - North	Retail Carpark - Stage 1	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail - Stage 2	Retail Carpark - Stage 2	Service Retail South	Anzac Retail - Stage 2	
SF28	Domestic Cold Water No. 1	0.0%	0.0%	0.0%	0.0%	41.2%	58.8%	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	0.3%	0.5%	1.4%	0.3%	11.2%	15.9%	21.7%	19.3%	24.8%	0.5%	0.3%	3.5%	0.3%	Based on the estimated usage of each stratum lot
SF30	Facilities Management Services	0.4%	4.8%	1.4%	0.3%	10.2%	14.5%	20.0%	17.8%	22.8%	3.7%	0.7%	2.8%	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
SF31	MDF Room 1	0.7%	9.8%	1.2%	0.0%	9.2%	13.1%	18.0%	16.1%	20.6%	7.5%	0.0%	2.9%	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.
SF32	Subsurface Drainage System	0.6%	8.0%	1.0%	6.3%	7.6%	10.8%	14.8%	13.2%	17.0%	6.2%	11.5%	2.4%	0.8%	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%	0.0%	0.0%	0.0%	11.9%	17.0%	23.4%	20.8%	26.8%	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	0.0%	1.1%	0.4%	0.0%	0.0%	0.0%	95.9%	0.0%	0.0%	1.1%	0.0%	1.5%	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	1.6%	23.4%	2.8%	18.3%	0.0%	0.0%	0.0%	0.0%	0.0%	18.0%	33.5%	0.0%	2.3%	The relative proportion that the internal floor area of each Stratum Lot served bears to the total internal floor area of Pacific Square served.
SF36	Main Switch Board No. 2	0.0%	17.2%	0.0%	0.0%	0.0%	0.0%	0.0%	28.2%	36.3%	12.3%	1.0%	5.0%	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	1	2	3	4	5	6	7	9	10	11	12	13	14	Method of Cost Apportionment (eg area, usage)
		Anzac Retail - Stage 1	Main Retail - Stage 1	Service Retail North	Retail Carpark - Stage 1	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail - Stage 2	Retail Carpark - Stage 2	Service Retail South	Anzac Retail - Stage 2	
SF37	Shared Facility Electrical Meter Room No. 4	0.0%	0.0%	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.
SF38	Electrical Meter Room No. 5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	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.
SF39	Domestic Cold Water Room No. 2	0.7%	9.6%	1.1%	0.9%	9.0%	12.9%	17.7%	15.8%	20.2%	7.4%	0.9%	2.8%	0.9%	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%	48.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	37.3%	0.0%	14.2%	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%	0.0%	0.0%	0.0%	58.7%	37.7%	0.0%	0.0%	0.0%	3.5%	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%	17.2%	0.0%	0.0%	0.0%	0.0%	0.0%	28.2%	36.3%	13.3%	0.0%	5.0%	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.
SF43	Electrical Meter Room No. 1	0.0%	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.
SF44	Electrical Meter Room No. 2	0.0%	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 serve bears to the total internal floor area of Pacific Square served.
SF45	Electrical Meter Room No. 3	0.0%	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.

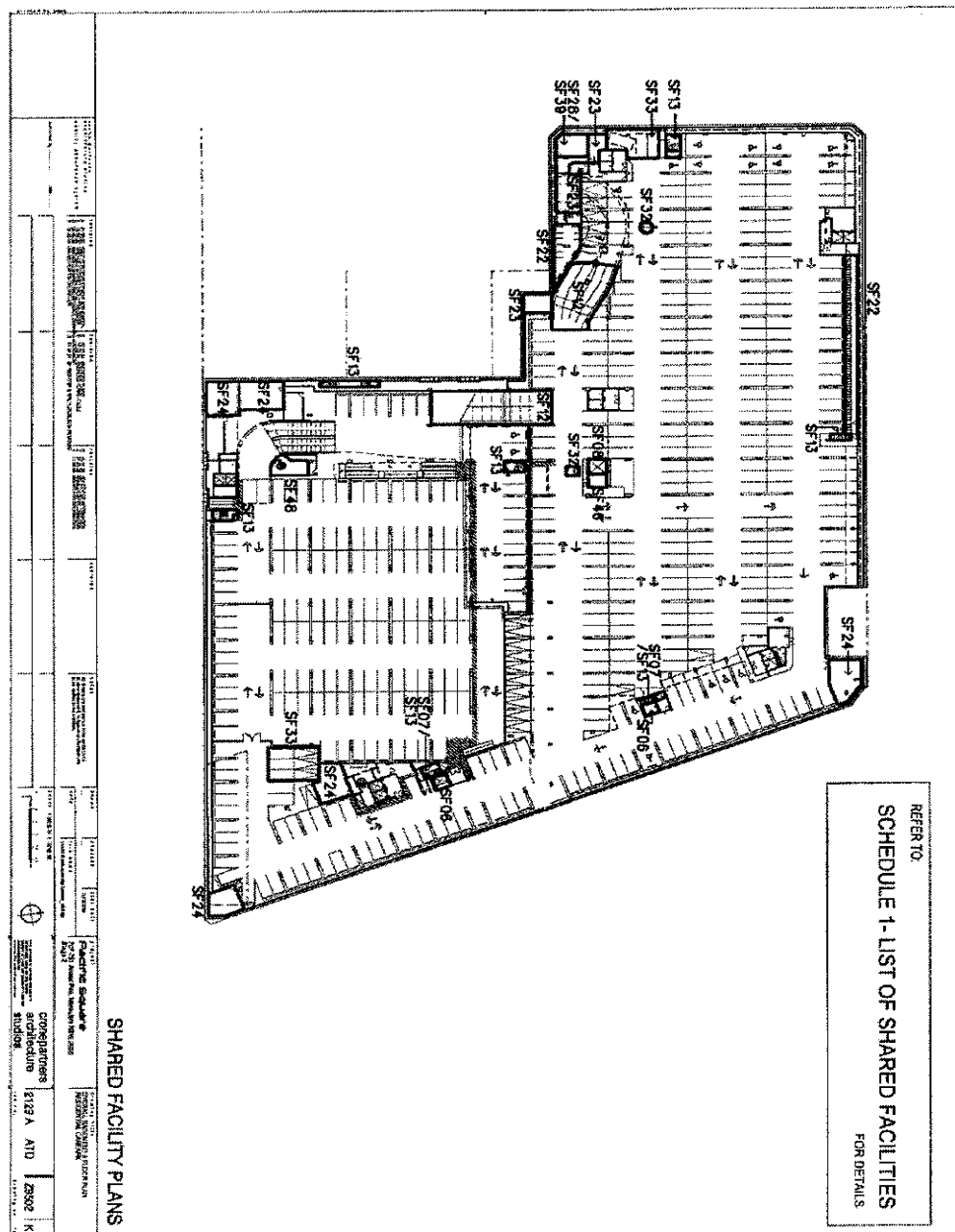
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	Stratum Lot	1	2	3	4	5	6	7	9	10	11	12	13	14	Method of Cost Apportionment (eg area, usage)
Code		Anzac Retail - Stage 1	Main Retail - Stage 1	Service Retail North	Retail Carpark - Stage 1	Northerly	Boulevard	Panorama	Axis	Botanica	Main Retail - Stage 2	Retail Carpark - Stage 2	Service Retail South	Anzac Retail - Stage 2	
SF46	Shared Facility Hydraulic Plant Room	1.1%	15.8%	1.9%	1.0%	14.9%	21.2%	29.2%	0.0%	0.0%	12.2%	1.0%	0.0%	1.6%	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%	0.0%	0.0%	0.0%	57.8%	42.2%	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.
SF48	Residential Garbage Room	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	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	0.7%	9.8%	1.2%	0.0%	9.2%	13.1%	18.0%	16.1%	20.6%	7.5%	0.0%	2.9%	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.



# Strata Management Statement for Pacific Square

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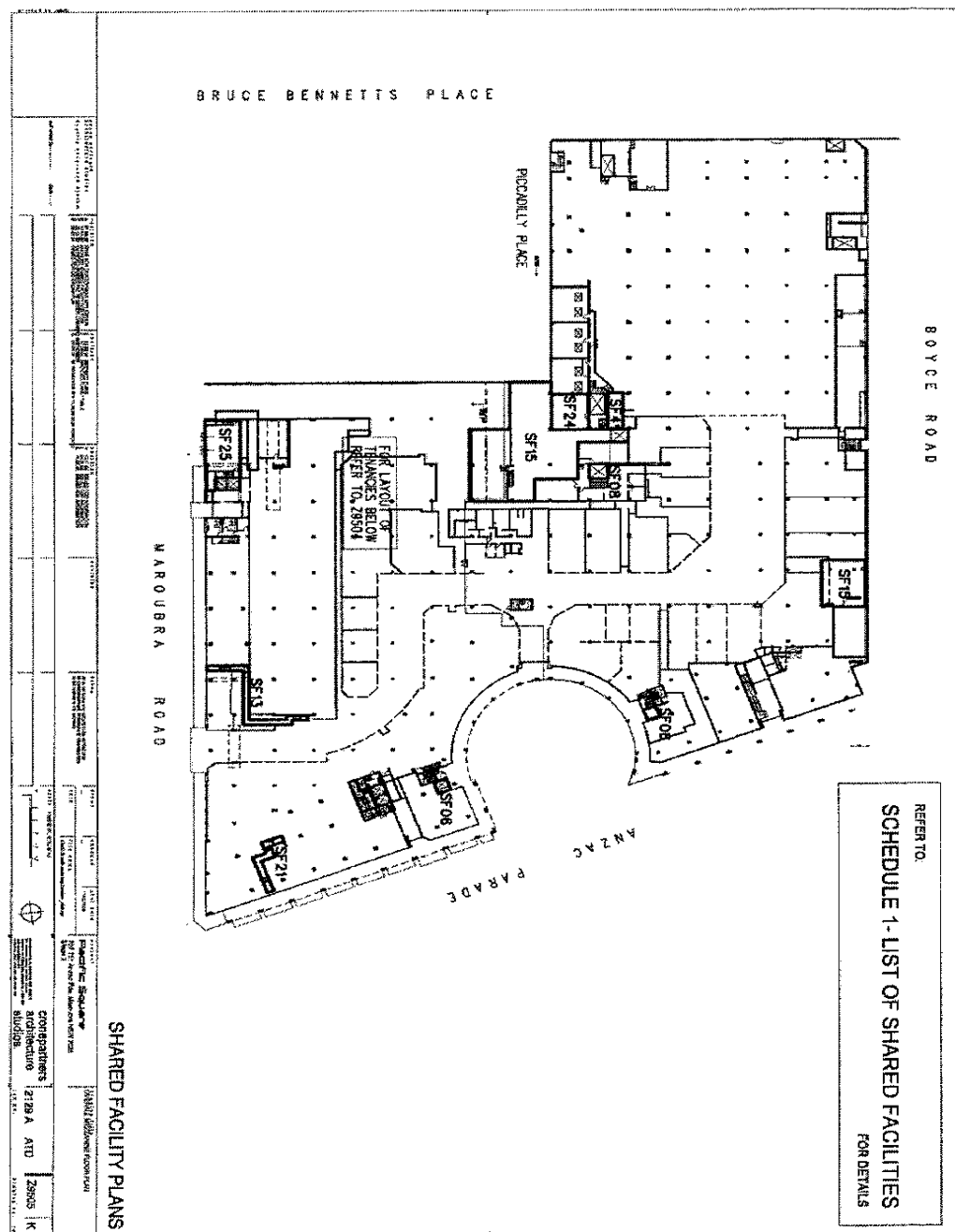






# Strata Management Statement for Pacific Square

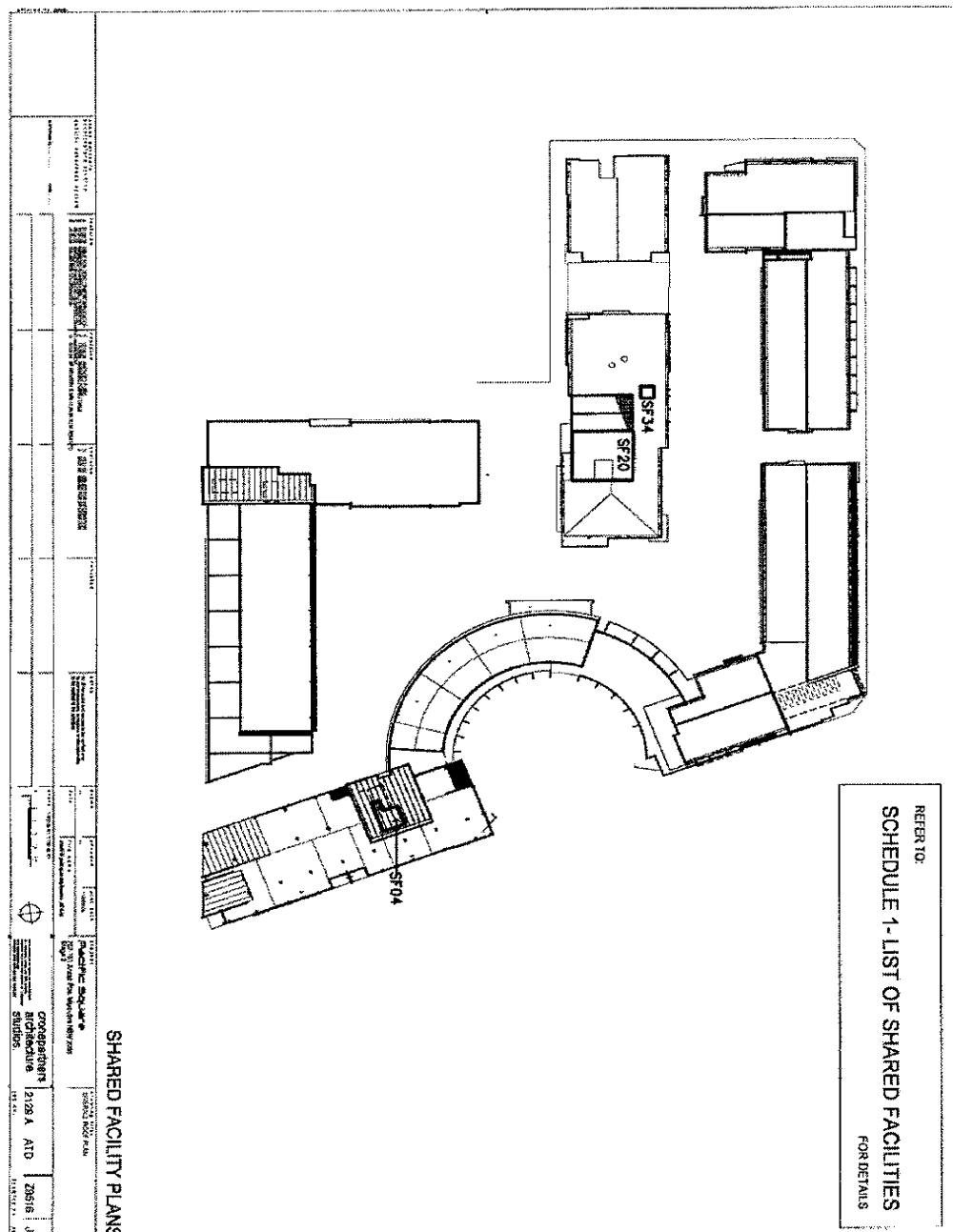
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# Strata Management Statement for Pacific Square

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# **Strata Management Statement for Pacific Square**

## **Schedule 5 - Architectural Code**

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### **Part 1**

#### **Introduction**

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## **1 Overview**

### **1.1 Why have an Architectural Code?**

The primary reasons for having an Architectural Code and controlling Building Works and the External Appearance of Pacific Square are:

- (a) to preserve the design integrity and architectural quality of Pacific Square;
- (b) to recognise the different requirements of the residential, commercial and retail components of Pacific Square, while having proper regard to the common interest of all Members, Owners and Occupiers;
- (c) to maintain the high aesthetic standards that make Pacific Square such an attractive and desirable place in which to live or operate a business; and
- (d) to uphold property values for Owners.

### **1.2 What does the Architectural Code regulate?**

The Architectural Code regulates Architectural Works and Building Works. It contains requirements about things like:

- (a) the External Appearance of Pacific Square;
- (b) works which you may carry out without consent from the Committee or your Owners Corporation;
- (c) works which you may not carry out without consent from the Committee or your Owners Corporation;
- (d) acoustic requirements and noise control; and
- (e) works which you cannot carry out.

### **1.3 Disputes**

The dispute resolution provisions in this management statement apply the Strata Management Statement apply to the Architectural Code and to approvals granted or refused under it.

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## 1.4 Easements

Despite anything to the contrary in this management statement the Strata Management Statement or the Architectural Code, you do not need to obtain approval from the Committee to carry out works Building Works or other works or do anything which you are entitled to do under the Easements.

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## 2 Who must comply with the Architectural Code?

### 2.1 Members, Owners and Occupiers who must by the Architectural Code

You must comply with the Architectural Code if you are a Member, an Owner or an Occupier (except for those Members, Owners and Occupiers who are exempt under clause 26 ("Architectural Code and Carrying out works") of the Strata Management Statement this management statement).

### 2.2 Interpreting this Architectural Code

In this Architectural Code, references to a Member, Owner or Occupier mean only a Member, Owner or Occupier who is required to comply with the Architectural Code under this management statement the Strata Management Statement (unless the contrary intention is expressed).

### 2.3 The Developer

Despite anything to the contrary in the Architectural Code, the management Strata Management Statement makes the exempts the Developer exempt from having to comply with the Architectural Code. For example, the Architectural Code does not apply to Development Works and Selling Activities carried out by the Developer.

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## 3 Strata Management Statement and By-Laws

### 3.1 Inconsistencies with this the Strata Management Statement

If there is an inconsistency between a clause in this the Strata Management Statement and the Architectural Code, the clause in the Strata Management Statement prevails.

### 3.2 Inconsistencies with By-Laws

If there is an inconsistency between a By-Law and the Architectural Code, the relevant Owners Corporation must amend the By-Law to make it consistent with the Architectural Code.

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## 4 Where to get more information

Contact the Strata Manager or Facilities Manager if you need information about the Architectural Code or if you are unsure about whether you need consent to carry out work.

# Strata Management Statement for Pacific Square

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## Part 2

## Architectural Standards and Architectural Works

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### 5 Objectives

#### 5.1 Architectural Standards

The purpose of the Architectural Standards is to ensure that Members, Owners and Occupiers do not place, install or retain anything in Pacific Square:

- (a) which is not in conformity with the appearance of Pacific Square; or
- (b) which, in the opinion of the Committee acting reasonably, affects the External Appearance of Pacific Square.

This is achieved by setting parameters in the Architectural Standards for items like window coverings, Balcony furniture and other items that are visible from outside buildings in Pacific Square.

#### 5.2 Architectural Works

You must apply to the Committee for consent to carry out Architectural Works. Architectural Works are anything:

- (a) for which the Architectural Standards in this Part 2 require you to obtain consent;
- (b) which affect the architectural integrity of Pacific Square and are not approved under the Architectural Standards;
- (c) which otherwise changes the External Appearance of Pacific Square; or
- (d) which are not Building Works; or
- (e) referred to in clauses 6 to 15 below.

#### 5.3 Differences to the Building Standards

The Architectural Standards are different to the Building Standards. The Architectural Standards are primarily concerned with the External Appearance of Pacific Square and changes that may be made to the External Appearance without affecting structures or services. For example, the Architectural Standards deal with the installation of curtains and other window coverings in an Apartment or a Commercial Suite. The Building Standards, on the other hand, are concerned with alterations to the buildings, structures and services.

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## **6 General requirements**

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### **6.1 Owners Corporations**

An Owners Corporation must obtain consent from the Committee to place, install or retain anything in its Common Property:

- (a) that is not in conformity with the External Appearance of Pacific Square; or
- (b) that, in the opinion of the Committee acting reasonably, affects the External Appearance of Pacific Square.

### **6.2 Apartments and Commercial Suites**

If you are the Owner or Occupier of an Apartment or a Commercial Suite, you must not place, install or retain anything on your Balcony or in a part of your Apartment or Commercial Suite visible from the outside of your Strata Scheme:

- (a) that is not in conformity with the Architectural Code; or
- (b) that, in the opinion of the Committee acting reasonably, affects the External Appearance of Pacific Square.

### **6.3 Powers of the Committee**

The Committee has the power to require you or your Owners Corporation to remove an item you have placed, installed or retained that alters the appearance of Pacific Square if, in the opinion of the Committee acting reasonably, the item:

- (a) is not in conformity with the Architectural Code; or
- (b) is not in conformity with the External Appearance of Pacific Square; or
- (c) affects the External Appearance of Pacific Square.

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## **7 Window coverings and blinds**

### **7.1 The need for a co-ordinated approach**

The Committee must adopt a co-ordinated approach to the installation of curtain linings or any treatment to the insides of windows and doors, particularly in Apartments and Commercial Suites.

### **7.2 Curtains, blinds and other window coverings in Apartments**

If you are the Owner or Occupier of an Apartment, you:

- (a) may install curtains, blinds, louvres, shutters and other window and door treatments on or in your Apartment provided they have an appearance from outside the Apartment that is cream or off-white; and

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- (b) must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 7.2(a).

Curtain linings or sheers are an acceptable method of achieving this (provided they comply with the colours in this clause 7.2(a)).

## **7.3 Curtains, blinds and other window coverings in the Commercial Suite**

If you are the Owner or Occupier of a Commercial Suite, you may install curtains, blinds, louvres, shutters and other window coverings in your Commercial Suite provided that they are:

- (a) in conformity with the appearance of Pacific Square and have an appearance from outside the Commercial Suite that is cream or off-white; and
- (b) of a quality commensurate to the quality of Pacific Square.

## **7.4 Curtains, blinds and other window coverings in Common Property**

If you are an Owners Corporation:

- (a) you may install curtains, blinds, louvres, shutters and other window and door treatments in the Common Property of your Strata Scheme provided they have an appearance from outside the Strata Scheme which is cream or off-white; and
- (b) you must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 78.4(a).

## **7.5 Sun shades**

You must have consent from the Committee to install a sun shade, sun blind, awning or other sun shading device:

- (a) in your Apartment or Commercial Suite; or
- (b) if you are an Owners Corporation, in your Strata Scheme.

## **7.6 Window treatments**

Subject to clause 7.7, you must have consent from the Committee to place solar film or similar treatments on the internal or external surface of glass windows or doors:

- (a) in your Apartment or Commercial Suite; or
- (b) if you are an Owners Corporation, in your Strata Scheme.

Any window treatment to your glass windows or doors must be maintained in good condition.



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**7.7 Window treatments for Commercial Suites**

- (a) Window treatments for Commercial Suites must:
  - (i) be of high quality materials; and
  - (ii) incorporate a form of display into the shopfront (where possible).
- (b) The window treatments for Commercial Suites do not need to be consistent and may be tailored to suit the business and other activities carried out by the Owner or Occupier of the Commercial Suite. Any proposal for a Commercial Suite shopfront treatment or display must be consented to by the Committee generally and the Main Retail Owner.

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**8 Balcony furniture and landscaping**

**8.1 Using Balcony furniture**

You do not need consent from the Committee to keep outdoor furniture on the Balcony of your Apartment or Commercial Suite provided that the outdoor furniture:

- (a) is of a high quality and finish, commensurate with the quality of Pacific Square; and
- (b) is in keeping with the appearance of Pacific Square.

**8.2 Fixing items to a Balcony**

You must have consent from the Committee to fix furniture, decorative objects or any other items to the Balcony of your Apartment or Commercial Suite.

**8.3 Maintaining outdoor furniture**

You must:

- (a) properly maintain furniture on the Balcony of your Apartment or Commercial Suite; and
- (b) ensure that the furniture is clean and tidy at all times.

**8.4 Landscaping on Balconies**

You do not need consent from the Committee to keep landscaping on the Balcony of your Apartment or Commercial Suite provided that all elements of the landscaping (eg planter boxes and plants):

- (a) are of a high quality and finish, commensurate with the quality of Pacific Square; and
- (b) are in keeping with the appearance of Pacific Square.

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However, you must not fix brackets, hangers, shelves or trellis type structures (or similar fixtures) on the Balcony of your Apartment or Commercial Suite unless you have consent from the Committee.

## 8.5 Maintaining landscaping

You must:

- (a) regularly maintain landscaping on the Balcony of your Apartment or Commercial Suite;
- (b) ensure that the landscaping is kept neat and tidy at all times;
- (c) ensure that no landscaping hangs or grows over the edge of the Balcony; and
- (d) when you water landscaping on the Balcony, ensure that:
  - (i) no water enters another part of Pacific Square; and
  - (ii) no damage is caused to another part of Pacific Square.

## 8.6 Removing Balcony furniture and landscaping

You must immediately remove furniture from the Balcony of your Apartment or Commercial Suite if:

- (a) you do not comply with your obligations under this clause 8.6; or
- (b) the furniture has or may cause damage to another part of Pacific Square.

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## 9 Colour schemes and paint work

### 9.1 Your obligations

- (a) You must have consent from the Committee to change the colour or surface of any wall, window, door, floor, ceiling or other surface or item in your Apartment or Common Property if the proposed colour or surface changes or is not in keeping with the External Appearance of Pacific Square. This clause does not apply to the Commercial Suites.
- (b) If you are the Owner or Occupier of a Commercial Suite, you must have consent from the Committee to alter the colour of the ceiling or any bulkhead visible from outside Common Property or Pacific Square. The Committee will generally consent to a change if it is in keeping with the design and colour scheme of with the ground floor external areas of Main Retail.

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## **10 External lighting**

### **10.1 Your obligations**

You must have consent from the Committee to change the existing exterior lighting in your Apartment, Commercial Suite or Common Property.

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## **11 Retail Areas**

### **11.1 Approval of Main Retail Owner**

Any changes to the appearance of, or applications to affix anything to, Shared Facilities which are located in Main Retail or Retail Carpark (for example, the Travelator) or any other Shared Facilities or areas of Common Property which provide egress and ingress to and from the Main Retail or Retail Carpark must have the approval of the Committee generally and the Main Retail Owner.

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## **12 External finishes**

### **12.1 Your obligations**

Subject to clause 13 ("Commercial Shared Facilities"), you must have consent from the Committee and Council to change the existing exterior balustrade, flooring or fittings in your Apartment, Commercial Suite or Common Property.

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## **13 Commercial Shared Facilities**

### **13.1 Need for an integrated approach**

- (a) Some Shared Facilities have a significant impact on the overall appearance and presentation of the business and other activities carried out in Main Retail and the Retail Carpark components in Pacific Square. The Committee acknowledges that these retail Stratum Lot Owners have a particular interest in preserving the design integrity and architectural quality of points of access for visitors to and customers of those Stratum Lots. Accordingly, additional rights and controls have been adopted in relation to the Shared Facilities set out in this clauses 13.2 to 13.4 below.
- (b) Nothing in this Architectural Code detracts from or in any way limits the rights granted to the Main Retail Owner in Part 6 of the Strata Management Statement in relation to Shared Facilities (including those Shared Facilities referred to below).

### **13.2 Commercial Lifts (SF6)**

- (a) The internal surfaces and finishes for the Commercial Lifts must not be changed without the prior approval of the Committee generally and the Main Retail Owner.

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- (b) Changes to the external wall surfaces of the Commercial Lifts must be approved by the Committee generally and the Main Retail Owner.

## 13.3 Commercial Stairs (SF7)

- (a) The internal surfaces and finishes for the Commercial Stairs must not be changed without the prior approval of the Committee generally and the Main Retail Owner.
- (b) Changes to the external wall surfaces of the Commercial Stairs must be approved by the Committee generally and the Main Retail Owner.

## 13.4 Service Retail Walkway (SF18)

- (a) The floor covering for the Service Retail Walkway must be complementary to the paving for the "town square" area located within Main Retail. Any change to the neutral wall, ceiling and bulkhead finishes (other than areas around the Commercial Lift referred to in clause 13.2 ("Commercial Lifts SF6")) must be approved by the Committee generally and the Main Retail Owner.

---

## 14 Signage

### 14.1 Signs in Apartments

If you are the Owner or Occupier of an Apartment, you must not erect a sign in your Apartment or on Common Property.

### 14.2 Signs on Common Property

- (a) An Owners Corporation must have consent from the Committee to erect a sign on Common Property (other than a Strata Scheme notice board as required under the Management Act).
- (b) No painted or applied signs are permitted to be installed on or around the Service Retail Walkway.

### 14.3 Signs in Commercial Suites

- (a) The Owner or Occupier of a Commercial Suite may erect a sign or shopfront display in your Commercial Suite provided that it complies with the following guidelines:
  - (i) signage and display to be designed by a professional signage consultant with appropriate retail experience;
  - (ii) signage above the frontage entry doors may occupy up to 25% of the area around the entrance;
  - (iii) total area of signage and shopfront displays not to exceed 10% of the total glazed frontage to the Commercial Suite (being either frontage to the Service Retail Walkway or street frontage);

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- (iv) all 3-dimensional signs must be placed inside glazed frontage;
  - (v) no signs or displays are permitted on the external surface of the glazed frontage;
  - (vi) lettering or symbols incorporated in illuminated signage must be 3-dimensional;
  - (vii) no signs are permitted to the internal or external surface of glazing that faces onto the Open Space Area (being Shared Facility SF17);
  - (viii) no flat box signs are permitted.
- (b) Illuminated signs must be switched off during hours determined by the Committee (acting reasonably).
  - (c) The Owner or Occupier of a Commercial Suite must have consent from the Committee generally and the Main Retail Owner to erect a sign or shopfront display in your Commercial Suite which does not comply with the guidelines set out in clause 14.3(a) above.

---

### 15 Air conditioning for Apartments

#### 15.1 Air conditioning on Balconies

You may install a split system air conditioner on your Balcony provided that all elements of the external packaged unit for the air conditioner:

- (a) are installed within a form of acoustic enclosure which does not extend above the height of the balustrade of the Balcony;
- (b) are mounted on the floor of the Balcony; and
- (c) comply with any Standing Approval issued by the Committee in relation to located, type and acoustic standards relevant to residential split system air conditioners from time to time.

If no Standing Approval is in force, you must obtain the prior consent of the Committee and your Owners Corporation before you install the air conditioning unit.

#### 15.2 Consent from the Owners Corporation

In addition to your obligations in clause 15.12, you must obtain the consent of your Owners Corporation if required under the By-Laws for your Strata Scheme before carrying out any works to Common Property to enable you to install a split system air conditioner, and comply with the requirements of the By-Laws when doing so.

# Strata Management Statement for Pacific Square

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## Part 3 Building Standards and Building Works

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### 16 Objectives

#### 16.1 Building Standards

The Building Standards are designed to maintain the architectural, structural and fire integrity of Pacific Square. The purposes of the Building Standards are:

- (a) to maintain the External Appearance of Pacific Square;
- (b) to ensure that Building Works are co-ordinated and consistent throughout Pacific Square; and
- (c) to prevent damage to structures and services in Pacific Square.

#### 16.2 When do you need consent to carry out work?

You must apply to the Committee or, where applicable, your Owners Corporation for consent to carry out Building Works. Building Works are all works that affect Shared Facilities, Common Property, an Apartment or Commercial Suite:

- (a) that are not approved under the Building Standards in this Part 3;
- (b) that affect the External Appearance of Pacific Square;
- (c) that the Building Standards in this Part 3 require you to obtain consent; or
- (d) that are not Architectural Works.

#### 16.3 Types of Building Works

There are three types of Building Works that regulate works may be carried out in Pacific Square. They are:

- (a) Common Property Building Works. See clause 12 17 ("Common Property Building Works");
- (b) External Appearance Building Works. See clause 13 18 ("External Appearance Building Works"); and
- (c) Shared Facility Building Works. See clause 14 19 ("Shared Facilities Building Works").

#### 16.4 Who grants consent?

The consent that you must have before you carry out Building Works depends on the type of work you propose to do. In summary, you must have consent from:

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- (a) your Owners Corporation (if applicable) to carry out Common Property Building Works;
- (b) the Committee to carry out External Appearance Building Works; and
- (c) the Committee to carry out Shared Facility Building Works.

---

## 17 Common Property Building Works

### 17.1 Definition

Subject to this clause 17, Common Property Building Works are all works in an Apartment, Commercial Suite or Common Property that affect Common Property building structures or services in a Strata Scheme. Common Property Building Works do not include works that are External Appearance Building Works or works that are Shared Facilities Building Works.

### 17.2 What is Common Property?

Common Property in a Strata Scheme includes:

- (a) the boundaries of an Apartment or Commercial Suite;
- (b) common areas in the Strata Scheme, such as corridors and walkways which are generally accessible to Owners and Occupiers in the Strata Scheme.

For the purposes of the Architectural Code, Common Property does not include Shared Facilities or other items which, if altered, would affect the External Appearance of Pacific Square. As these items affect all of Pacific Square, the Committee will control alterations to them under this part of the Architectural Code.

### 17.3 Common Property in an Apartment

The Common Property boundaries of an Apartment or Commercial Suite are usually the boundary walls (eg a wall between two Apartments), the floor and the ceiling of the Apartment or Commercial Suite. Important points to note in this regard are:

- (a) the door onto the Balcony of an Apartment or Commercial Suite will generally be Common Property; and
- (b) a “wall” includes a window or door in the wall.

### 17.4 When is consent necessary?

Subject to clause 172.5 (“When is consent not necessary?”), you must obtain consent from your Owners Corporation before you carry out Common Property Building Works. Examples of when you will require consent are where you propose to:

- (a) alter the existing materials in the floor of your Apartment or Commercial Suite;

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- (b) install a security system in your Apartment or Commercial Suite if any part of the system will be located in or attached to Common Property (eg in the ceiling of your Apartment); and
- (c) relocate or install new pipes, wires, cables or ducts in the boundary walls, floor or ceiling of your Apartment or Commercial Suite.

### 17.5 When is consent not necessary?

You do not need consent from your Owners Corporation or the Committee to carry out Common Property Building Works if the proposed works are:

- (a) minor fit out works inside your Apartment or Commercial Suite;
- (b) works or alterations to the interior of Common Property walls enclosing your Apartment or Commercial Suite (eg hanging pictures or attaching items to a Common Property wall).

---

## 18 External Appearance Building Works

### 18.1 Your obligations

You must obtain consent from the Committee before you carry out External Appearance Building Works.

### 18.2 Definition

Subject to this clause 18.2, External Appearance Building Works are all works in Common Property, Shared Facilities, an Apartment or Commercial Suite that affect (or will affect) the External Appearance of Pacific Square. External Appearance Building Works do not include works which are Common Property Building Works or Shared Facilities Building Works.

### 18.3 What is the External Appearance?

The External Appearance of Pacific Square is the appearance of any external surface of a Strata Scheme, an Apartment, Commercial Suite or Stratum Lot the Retail Area that is visible from outside the Strata Scheme, Apartment, Commercial Suite or Retail Area.

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## 19 Shared Facilities Building Works

### 19.1 Your obligations

You must obtain consent from the Committee before you carry out Shared Facilities Building Works.

### 19.2 Definition

Subject to this clause 19.2, Shared Facilities Building Works are:

- (a) all works that affect Shared Facilities;



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- (b) works in an Apartment or Commercial Suite that affect another component of Pacific Square; and
- (c) works in Common Property that affect another component in Pacific Square.

Shared Facilities Building Works do not include works that are Common Property Building Works or External Appearance Building Works.

---

## 20 Installing security devices

### 20.1 When is consent necessary?

Subject to this clause 20.1, you must have consent from the Committee to install security devices including, without limitation, security doors or windows, screens grilles, alarms or locks.

### 20.2 Security doors and windows

Subject to this clause 20.2, the Committee will generally consent to an application to install a security door or window in an Apartment, Commercial Suite or Common Property if:

- (a) the door or window is finished in:
  - (i) a colour that matches the existing door or window frame; or
  - (ii) a cream or off white colour for an Apartment; and
- (b) the security door or window matches the full size of the existing door or window and does not detract from or dominate the existing detail.

The Committee will generally not consent to the installation of a security door to the entry door to an Apartment or Commercial Suite.

### 20.3 Alarms

You may install a security alarm in your Apartment, Commercial Suite or Common Property without consent from the Committee or your Owners Corporation if:

- (a) the alarm is a "back to base" facility;
- (b) the alarm is silent;
- (c) the alarm does not have flashing lights;
- (d) the installation is not attached to or does not interfere with Common Property (eg is not attached to the ceiling of the Balcony of your Apartment or Commercial Suite); and
- (e) the installation is not attached to or does not interfere with a Shared Facility.

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### 20.4 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with:

- (a) Common Property in your Strata Scheme, you must have consent from your Owners Corporation before you install the alarm; or
- (b) a Shared Facility, you must obtain consent from the Committee before you install the alarm.

### 20.5 Other security devices

You must have consent from the Committee to install any type of security device not contemplated by this clause 20.5. The Committee will generally consent to the installation of other security devices if:

- (a) the device is in keeping with the appearance of Pacific Square; and
- (b) the device is not likely to cause a nuisance to or interfere with the enjoyment of Members, Owners or Occupiers.

---

## 21 Procedures to enclose a Carspace

### 21.1 What are the procedures?

You must have consent from Council and the Committee to enclose a Carspace. The Committee will not consent to the enclosure of a Carspace unless:

- (a) the enclosure takes place wholly within the Carspace;
- (b) the enclosure complies with the current car parking requirements of Council;
- (c) you have consent of the adjoining Carspace owner;
- (d) the enclosure is on the centre line between the Carspace and an adjoining Carspace;
- (e) all fire sprinklers, fire control, smoke exhaust ventilation and other services affected by the enclosure are dealt with to the satisfaction of the Committee;
- (f) you obtain consent from your Owners Corporation; and
- (g) if you are an Occupier, you obtain consent from the Owner of your Apartment or Commercial Suite.

---

## 22 Some prohibitions

You must not:

- (a) install a solid fuel burning appliance in Pacific Square;

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- (b) install a mounted air conditioning unit on the Balcony of a Commercial Suite or on Common Property;
- (c) enclose the Balcony of an Apartment or Commercial Suite;
- (d) hang clothes, laundry, bedding or similar items on your Balcony or in any area that is visible from outside a component in Pacific Square; or
- (e) attach or hang an aerial, security device or wires outside a component in Pacific Square.

# Strata Management Statement for Pacific Square

Part 4  
Acoustic Standards

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## **23 Objectives**

### **23.1 Acoustic Standards**

The purpose of the Acoustic Standards is to maintain acceptable levels and duration of noise transmission between the various components of Pacific Square.

### **23.2 Your obligations**

It is important that you attempt to minimise noise you create which might interfere with your neighbours. To achieve this, the Acoustic Standards provide controls about important issues like holding parties and playing musical instruments.

### **23.3 How do the Acoustic Standards work?**

The requirements in the Acoustic Standards are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 240.4 ("Playing musical instruments") you may practice or play musical instruments between certain hours. However, you must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.

---

## **24 General requirements**

### **24.1 Noise which affects your neighbours**

Subject to the Acoustic Standards, you must not make noise which might unreasonably interfere with the use and enjoyment by another Member, Owner or Occupier of their an Apartment, Commercial Suite or Common Property.

### **24.2 Equipment and machinery**

You must ensure that equipment and machinery in your Apartment, Commercial Suite, Common Property does not cause vibrations or noise in another part of Pacific Square (eg tread mills, weight machines or washing machines).

### **24.3 Using power tools**

Subject to any conditions which apply when you carry out Building Works, you may use power tools (eg impact drills, electric saws or angle grinders) only between the hours of 7.30 am to 5.30 pm Mondays to Fridays and 9.00 am to 3.00 pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales.

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### 24.4 Playing musical instruments

Subject to the Acoustic Standards, you may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 8.00 pm. You must not play or rehearse on percussion instruments.

### 24.5 Playing music

Subject to the Architectural Standards and, in particular, clause 1239 ("Objectives") and this clause 24.5, you must not play live or other music that exceeds 65dB(A) at the boundary of your Strata Scheme after 11.00 pm (or another hour reasonably determined by the Committee).

---

## 25 Inside your Apartment

### 25.1 General requirements

You must not:

- (a) carry out exercises in your Apartment that result in rapid foot impact on the floor (eg aerobics or running on the spot) if this causes noise or vibrations in adjoining Apartments; or
- (b) unnecessarily create noise or vibration by knocking or banging against walls separating your Apartment from another Apartment.

### 25.2 Obligations for floor coverings in By-Laws

The By-Laws for your Strata Scheme require you to cover or treat the floors in your Apartment to stop noise transmission which disturbs other Owners and Occupiers.

# Strata Management Statement for Pacific Square

## Part 5

### The approval process and carrying out work

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## 26 Application process

### 26.1 Making an application

The Committee may, either generally or in specific cases, specify the plans, drawings and other documents which an applicant must submit with their application under the Architectural Code.

### 26.2 What information must you include in your application?

If you make an application under the Architectural Code, the application must:

- (a) be in writing;
- (b) include the plans, drawings and other documents specified by the Committee according to this clause 26.2 for the type of works for which you are seeking approval; and
- (c) include enough information to give the Committee and an Owners Corporation enough information to make a decision about your application.

However, the Committee or an Owners Corporation may:

- (d) require you to submit additional plans, diagrams or other information which it has not specified according to clause 26.2 to assist in the decision making process; and
- (e) waive the requirements it makes under clause 26.2 about the plans, diagrams and other information which you must submit with your application.

### 26.3 Lodging your application

You must address your application to the Strata Manager or the strata manager of your Owners Corporation (depending on who must give consent to the application).

### 26.4 Discretion

Subject to any Standing Approvals, the Committee and an Owners Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

### 26.5 Appointing consultants

The Committee and an Owners Corporation may appoint consultants to review and make recommendations about applications to it under the

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Architectural Code (eg an architect or engineer for applications affecting the External Appearance of Pacific Square).

## 26.6 Appointing an expert

- (a) If an application to carry out Architectural Works is made under clauses 7.7, 11, 13.2, 13.2, 13.4 or 14.3 of this Architectural Code, or is made under any other clause and will (or is likely to):
  - (i) impact on the appearance of areas used by visitors and customers of Main Retail, Anzac Retail or the Retail Carpark; or
  - (ii) impact on the appearance of accessways for visitors and customers moving into and out of Main Retail, Anzac Retail or the Retail Carpark; or
  - (iii) impact on the External Appearance of Pacific Square as viewed by visitors and customers entering and exiting Main Retail, Anzac Retail or Retail Carpark; or

and the Main Retail Owner either does not approve of the application or votes against the Committee granting approval to the application at a Meeting or Emergency Meeting, the Committee must refer the application for expert determination.

- (b) Any expert determination under this clause will proceed in accordance with clauses 66.6 (“Appointing an expert”) to 66.12 (“Costs”) of the Strata Management Statement except that:
  - (i) the expert must have requisite expertise in retail operations, design or architecture to act as an expert and review and make a determination about the application;
  - (ii) the expert to be appointed must be approved by the Owner of Main Retail.

## 26.7 Paying the costs for a consultant

The Committee or an Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this clause 26.

## 26.8 Time frame for making a decision

Subject to this clause 26, the Committee or an Owners Corporation must review and make a decision about an application within one month after receiving the application (or another period agreed between the parties).

## 26.9 Time frame for making a decision where a consultant has been appointed

If the Committee or an Owners Corporation appoint a consultant to review and make recommendations about an application, the Committee or Owners Corporation must make a decision about the application within one month

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after the consultant makes a recommendation to the Committee or the Owners Corporation (or another period agreed between the parties).

## **26.10 Notifying the applicant of a decision**

The Committee and an Owners Corporation must immediately advise you in writing when they have made a decision about your application. The advice must:

- (a) clearly describe any conditions which attach to the approval; and
- (b) if the application is not approved, explain in detail the reasons for the decision.

---

## **27 Approval process**

### **27.1 Standing Approvals by the Committee**

The Committee has the power to make Standing Approvals to approve certain works or actions under the Architectural Code.

### **27.2 Standing approvals by an Owners Corporation**

An Owners Corporation has the power to make Standing Approvals to approve certain works to Common Property in its Strata Scheme if the works are Common Property Building Works.

### **27.3 Conditional approvals**

The Committee and an Owners Corporation may make conditions if they approve an application. The conditions may include, without limitation:

- (a) a reasonable time frame in which the works must be completed;
- (b) the hours and days during which the works must be carried out; and
- (c) methods of accessing Pacific Square to carry out the works.

### **27.4 Revoking approval**

The Committee and an Owners Corporation may revoke their approval if an applicant you does not comply with the conditions for the approval.

### **27.5 Approvals from Council and Government Agencies**

You must obtain all necessary approvals from Council and relevant Government Agencies before you carry out any works under the Architectural Code. This includes works for which the Committee or an Owners Corporation has created a Standing Approval.

### **27.6 When can you apply for consent from Council?**

Subject to this clause 2724, you may apply for approval from Council or a Government Agency to carry out works under the Architectural Code only



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after you have obtained approval from the Committee and your Owners Corporation (as appropriate).

## **27.7 Approving applications to Council and Government Agencies**

You must not unreasonably refuse to approve or sign an application to Council or a Government Agency if the works contemplated in the application have been approved by the Committee.

---

## **28 Additional obligations for Owners Corporation**

### **28.1 Notice of approvals**

An Owners Corporation must promptly:

- (a) advise the Committee in writing when it grants consent to an Owner or Occupier to carry out works under its By-Laws or the Architectural Code; and
- (b) provide the Committee with a copy of the application by the Owner or Occupier to carry out works and the consent given by the Owners Corporation.

### **28.2 Notice of works on Common Property**

An Owners Corporation must promptly:

- (a) advise the Committee in writing when the Owners Corporation carries out works in its Common Property (which are not the subject of an application under the Architectural Code); and
- (b) provide the Committee with details of the works carried out.

---

## **29 Procedures for carrying out work**

### **29.1 Procedures before you carry out work**

Before you carry out works under the Architectural Code, you must:

- (a) arrange with the Committee and, where appropriate, your Owners Corporation a suitable time and means by which to access the area in which you will carry out the work;
- (b) comply with the reasonable requirements of the Committee and your Owners Corporation about the time and means by which you must access Pacific Square to carry out the work; and
- (c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Committee and your Owners Corporation about the times and means by which they must access Pacific Square to carry out the work.

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### 29.2 Procedures when you carry out work

When you carry out work under the Architectural Code, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Committee or your Owners Corporation;
- (b) carry out the work in a proper manner and to the reasonable satisfaction of the Committee and, where appropriate, your Owners Corporation;
- (c) regularly remove debris and leave all areas of Shared Facilities and Common Property clean and tidy for all periods during which you carry out the work;
- (d) repair damage you (or persons carrying out the work on your behalf) cause to Shared Facilities, Common Property or the property of a Member, Owner or Occupier.

# Strata Management Statement for Pacific Square

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## Schedule 6 - Appointment Form

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## PACIFIC SQUARE

### Appointment Form

This form is for use by members of the Pacific Square Building Management Committee who are companies or owners corporations and who wish to appoint a new or replacement representative or substitute representative. See clause 21 in the Pacific Square strata management statement for more information.

Date	
Your name	
Lot Owned or Strata Scheme	

### Part A

#### Appointment of a new representative

*Complete this part if you have not previously appointed a representative.*

Name of representative	
Address of representative	
Telephone number of representative	
Facsimile number of representative	
E-mail address of representative	

Do you authorise your representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?

Yes      No

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**Part B**

**Appointment of a replacement representative**

*Complete this part if you have previously appointed a representative and you wish to appoint a different representative. When the Building Management Committee receives this form, the appointment of your previous representative is terminated and the new representative is appointed.*

Name of current representative	
Name of new representative	
Address of new representative	
Telephone number of new representative	
Facsimile number of new representative	
E-mail address of new representative	

Do you authorise your new representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?

Yes No

**Part C**

**Appointment of a new substitute representative**

*Complete this part if you have not previously appointed a substitute representative.*

Name of substitute representative	
Address of substitute representative	
Telephone number of substitute representative	
Facsimile number of substitute representative	
E-mail address of substitute representative	

Do you authorise your substitute representative to appoint a proxy to vote for you at Meetings and Emergency Meetings of the Building Management Committee?

Yes No

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**Part D**

**Appointment of a replacement substitute representative**

*Complete this part if you have previously appointed a substitute representative and you wish to appoint a different substitute representative. When the Building Management Committee receives this form, the appointment of your previous substitute representative is terminated and the new substitute representative is appointed.*

Name of current substitute representative	
Name of new substitute representative	
Address of new substitute representative	
Telephone number of new substitute representative	
Facsimile number of new substitute representative	
E-mail address of new substitute representative	

Do you authorise your new substitute representative to appoint a proxy to vote for you Meetings and Emergency Meetings of the Building Management Committee?

Yes No

Signature or execution by  
Member

.....

Signature of  
representative or  
substitute  
representative (or  
replacement member or  
substitute member)

.....

**Notes**

1. The representative or substitute representative (or replacement representative or substitute representative) appointed by this form must be a natural person.
2. This form is effective only if it is signed by the member, representative or substitute representative (or replacement member or substitute member).

# Strata Management Statement for Pacific Square

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## Schedule 7 - Proxy Form

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## PACIFIC SQUARE

### Proxy Form

Date	
Name of member, representative or substitute representative	
Name of member who appointed representative or substitute representative	
Name of proxy	
Address of proxy	

I/we,....., appoint ..... as my/our proxy for the purpose of Meetings and Emergency Meetings of the Building Management Committee (including adjourned Meetings and Emergency Meetings)

Period or number of meetings for which appointment of my/our is valid for ..... \*months/\*meetings

\* This form authorises the proxy to vote on my/our behalf on all matters **OR** \* This form authorises the proxy to vote on my/our behalf on the following matters only and in the manner specified below:

Signature or execution by member (if proxy appointed by member) .....

Signature or representative or substitute representative (if proxy appointed by them) .....

Signature of proxy .....

#### Notes

1. The proxy appointed by this form must be a natural person.
2. This form is effective only if it is signed by the member, representative or substitute representative (as appropriate) and the proxy.
3. This form does not authorise voting on a matter if the representative or substitute representative of the member is present at the relevant meeting or emergency meeting and personally votes on the matter.
4. This form is ineffective unless it is given to the secretary of the Building Management Committee at or before the first meeting in relation to which it is to operate and it contains the date on which it was made.
5. This form will be revoked by a later proxy appointment form delivered to the secretary of the Building Management Committee.
6. A vote by the proxy which does not comply with the directions to vote given by the member, representative or substitute representative who appointed the proxy is void.



# **Strata Management Statement for Pacific Square**

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## **Schedule 8 - Membership Form**

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## PACIFIC SQUARE

### Membership Form

This form is for use by new members of the Pacific Square Building Management Committee or existing members who lease their Lot or change their contact details. See clause 22 in the Pacific Square strata management statement for more information.

Date	
Your name	
Lot owned	

#### Part A

#### New member

*Complete this part you have purchased a Stratum Lot or are a new owners corporation.*

Date on which you became a member	
Your address for service of notices	
Your telephone number	
Your facsimile number	
Your e-mail address	

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**Part B**  
**New tenant or licensee**

*Complete this part if you are the owner of an Apartment or Commercial Suite and you have leased or licensed your Lot (or part of it) or you have a new tenant or licensee.*

Name of tenant or licensee	
Term of lease	
Name of contact person	
Their address for service of notices	
Their telephone number	
Their facsimile number	
Their e-mail address	

**Part C**  
**Change of address details**

*Complete this part if you have changed your address or other contact details.*

New address for service of notices	
New contact person	
New telephone number	
New facsimile number	
New e-mail address	

Signature or execution by  
Member

.....

# Strata Management Statement for Pacific Square

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## Signing page

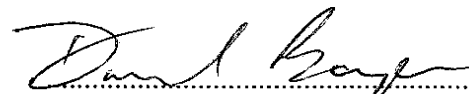
### *execution by registered proprietor*

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



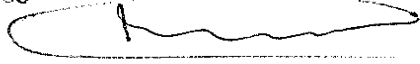
Signature of DAVID BOYER  
who states that they are the sole  
director and sole company secretary  
of CLYCUT PTY LIMITED (ABN  
97 091 426 569)

EXECUTED by ALPINE HOTELS  
PTY LIMITED (ACN 002 250 820)  
in accordance with section 127(1) of  
the Corporations Act 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)

### *execution by mortgagees*

Dated at Sydney this <u>18</u> Day of <u>February</u> 2005	
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522)	
signed by its Attorney <u>ADAM CLIFFORD COTTERELL</u>	
who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 551 Book 4388	
	
Signed in the presence of <u>Amelia Jane Hutchinson</u>	
(Signature)	
<u>AMELIA JANE HUTCHINSON</u>	
(Print Name)	
<u>BANK OFFICER</u>	
(Title)	

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*execution by mortgagee cont.*

*ANZ FIDUCIARY SERVICES PTY LTD*  
*Refer Annexure A*

Signed in my presence for and on behalf of Perpetual Nominees Limited (A.C.N. 006 733 700) by its Attorneys .....JOHN BOWEN.....  
.....ASSISTANT MANAGER..... DENISE FORD.....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 *12/8/02* (Registration No. *4840443*) and that he/she has no notice of the revocation of his/her powers.

*Christopher Ringland*  
Signature of Witness

Christopher Ringland

Full name of Witness

*John Bowen*  
Signature of Attorney

Signature of Attorney

Annexure A

**SP74378**

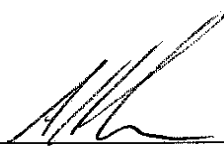
**Signed Sealed and Delivered for ANZ  
Fiduciary Services Pty Limited** by its  
attorney under power of attorney dated  
17 February 2003 Book 4395 No. 584 in  
the presence of:



Witness Signature

NIGEL DURANT

Print Name



Attorney Signature

ANTHONY HERDEN

Print Name

TERMS OF INSTRUMENT NOT  
CHECKED IN L.P.I.





DP1071735

Registered: 14-1-2005

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

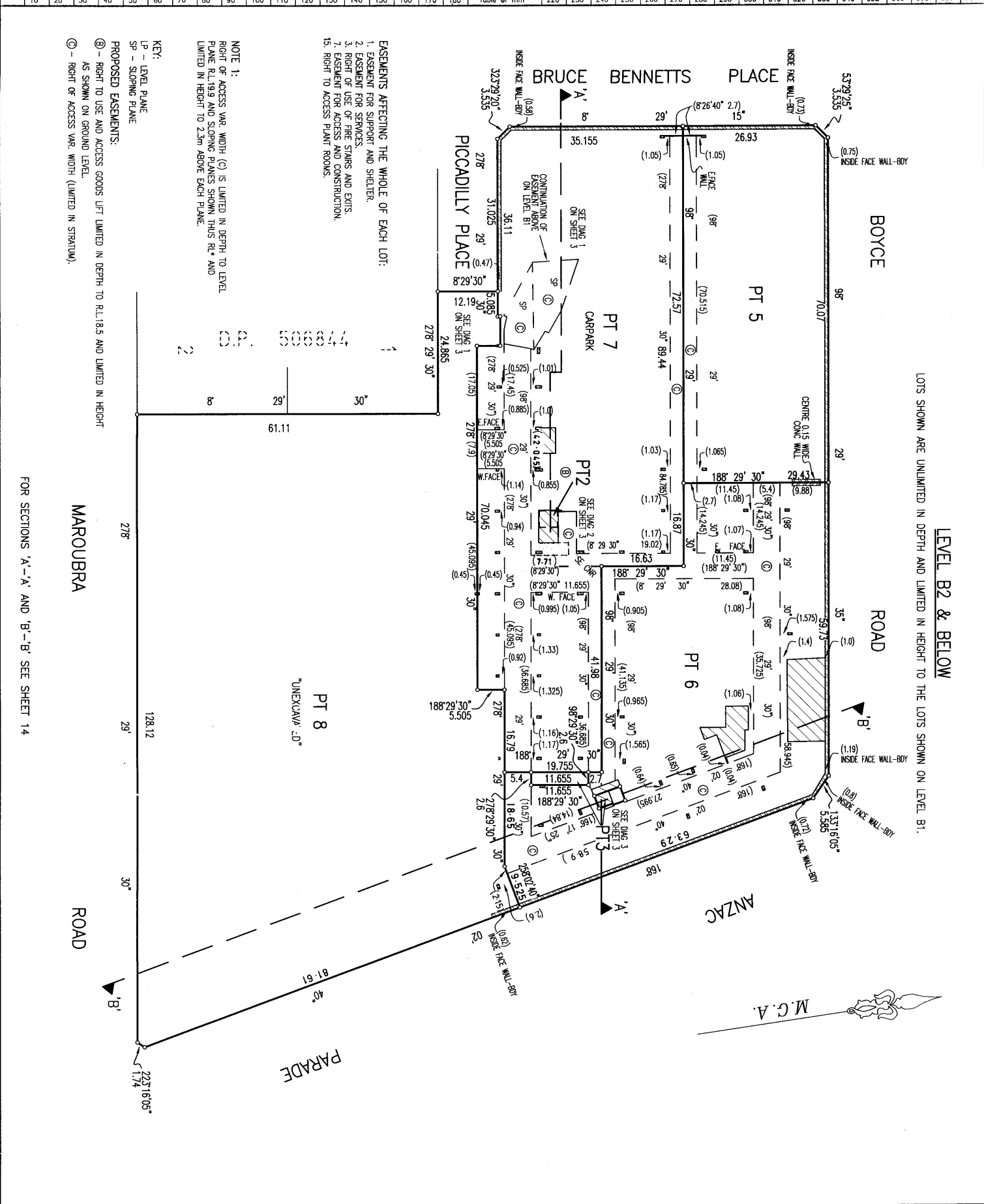
M.S. J. J.

Survey registered under Surveyors Act 1929

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

Authorised Person/ Licensed Valuer/ Licensed Certifier

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



- EASEMENTS AFFECTING THE WHOLE OF EACH LOT:
1. EASEMENT FOR SUPPORT AND SHELTER.
  2. EASEMENT FOR SERVICES.
  3. RIGHT OF USE OF FIRE STAIRS AND EXITS.
  7. EASEMENT FOR ACCESS AND CONSTRUCTION.
  15. RIGHT TO ACCESS PLANT ROOMS.

NOTE 1:  
RIGHT OF ACCESS W/TH (C) IS LIMITED IN DEPTH TO LEVEL  
PLANE RL.19.9 AND SLOPING PLANES SHOWN THIS RL\* AND  
LIMITED IN HEIGHT TO 2.3m ABOVE EACH PLANE.

KEY:  
LP - LEVEL PLANE  
SP - SLOPING PLANE

- PROPOSED EASEMENTS:
- ⓑ - RIGHT TO USE AND ACCESS GOODS LIFT LIMITED IN DEPTH TO RL.18.5 AND LIMITED IN HEIGHT  
AS SHOWN ON GROUND LEVEL.
  - ⓒ - RIGHT OF ACCESS W/TH (LIMITED IN STRUTUM).

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

Plan Drawing only to appear in this space

Reduction Ratio 1: 500

SURVEYOR'S REFERENCE: 020322 SUB



DIAGRAM 1

SCALE 1:150

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

LEVEL B2 & BELOW

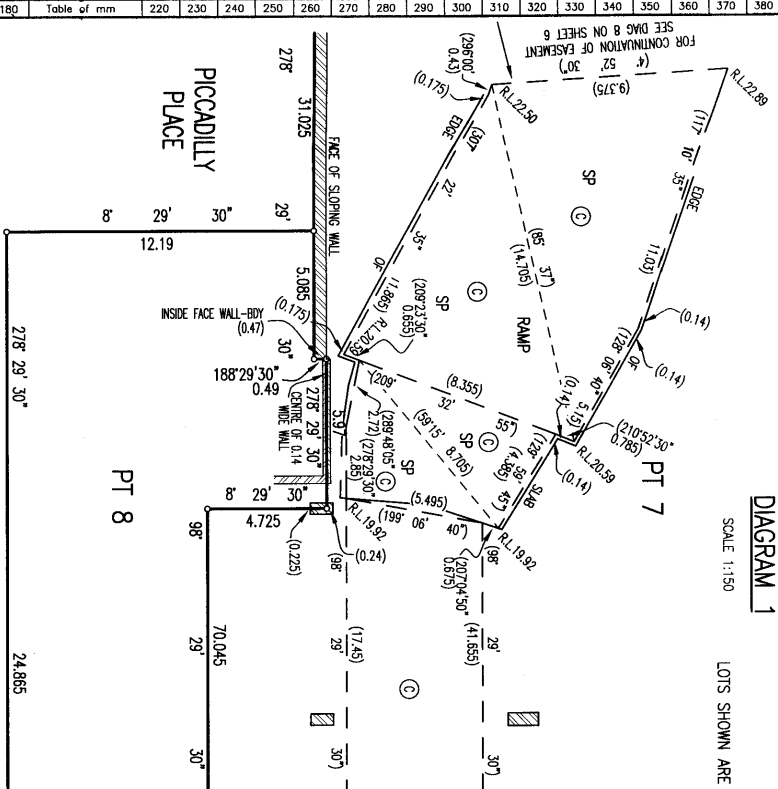


DIAGRAM 2

SCALE 1:100

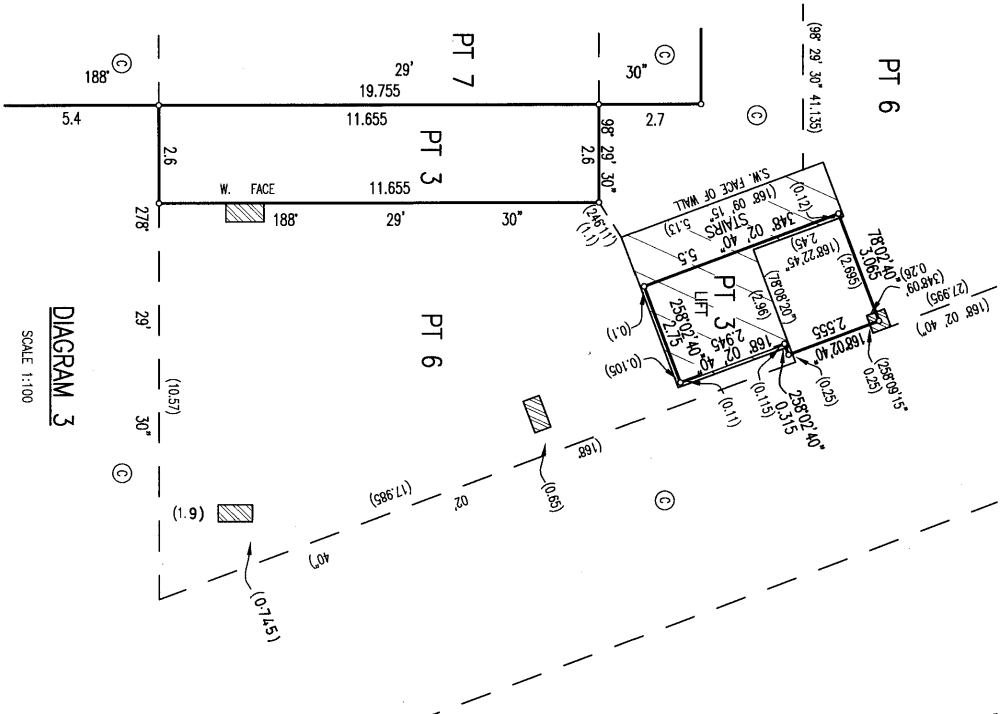
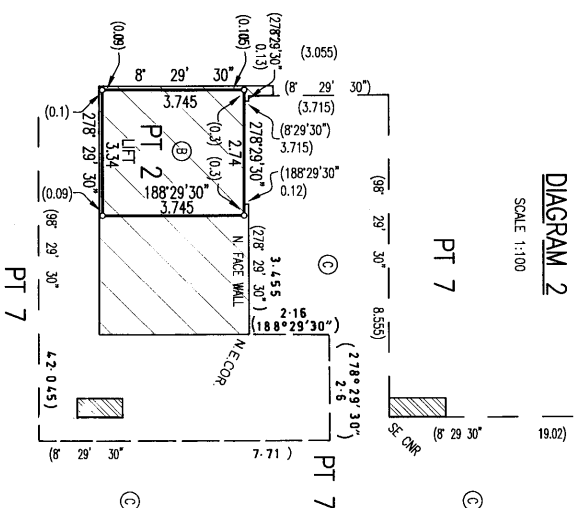


DIAGRAM 3

SCALE 1:100

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.

DP1071735

Registered: 14-1-2005

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

M. S. H.

Surveyor registered under Surveyors Act 1929

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

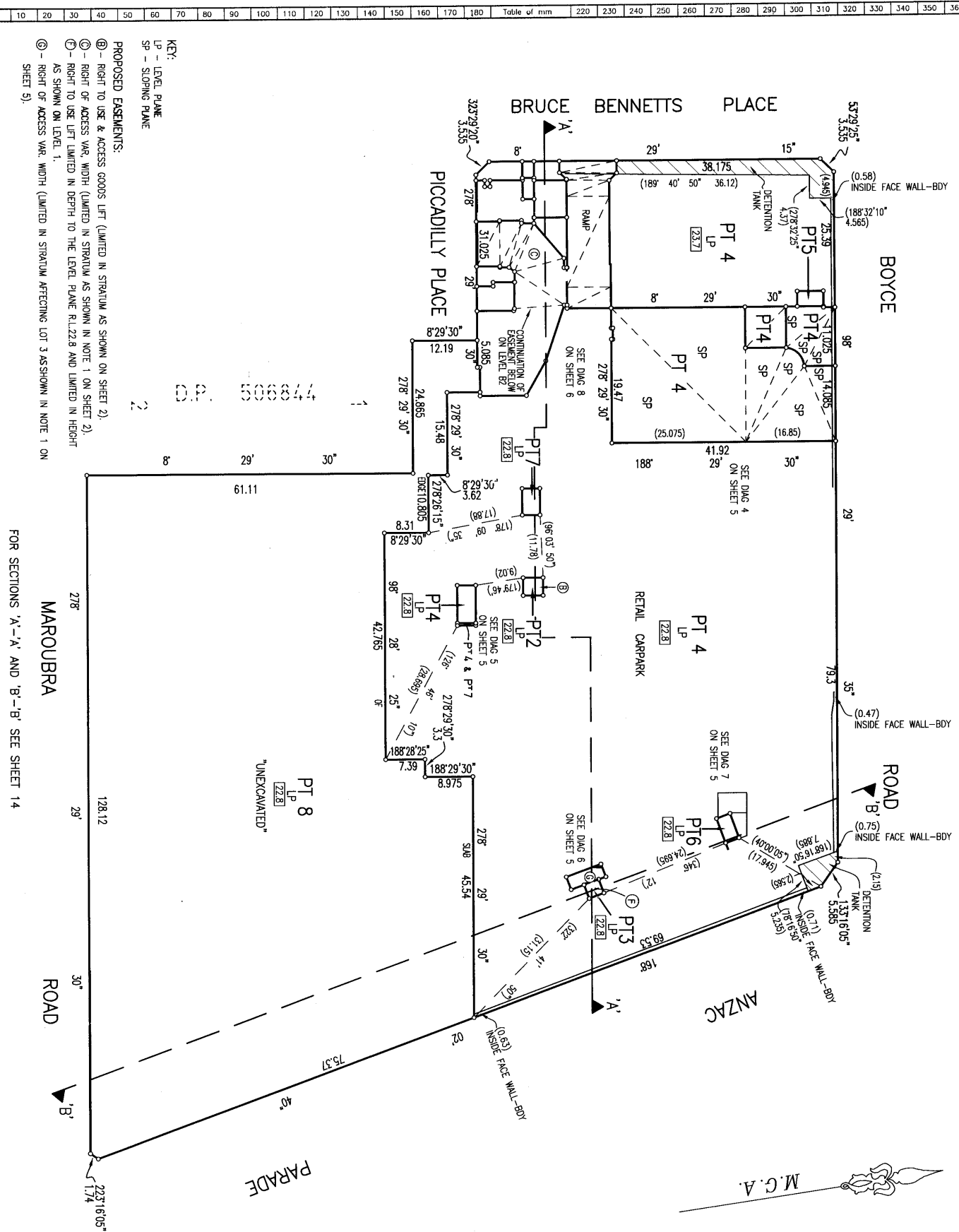
Authorized Person/Registered Professional Engineer  
For use where space is insufficient in any panel on  
Plan Form 2.

Reduction Ratio 1: AS SHOWN

SURVEYOR'S REFERENCE: 020322 SUB

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

PARADE

PT 8  
LP  
[22.8]  
"UNEXCAVATED"

DP1071735

Registered: 14-1-2005

This is sheet 4 of my plan in 14 sheets  
dated 16/7/04

M. S. Khan

Surveyor registered under Surveyors Act 1929

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

Authorized Person/Registered Surveyor/Inspected 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

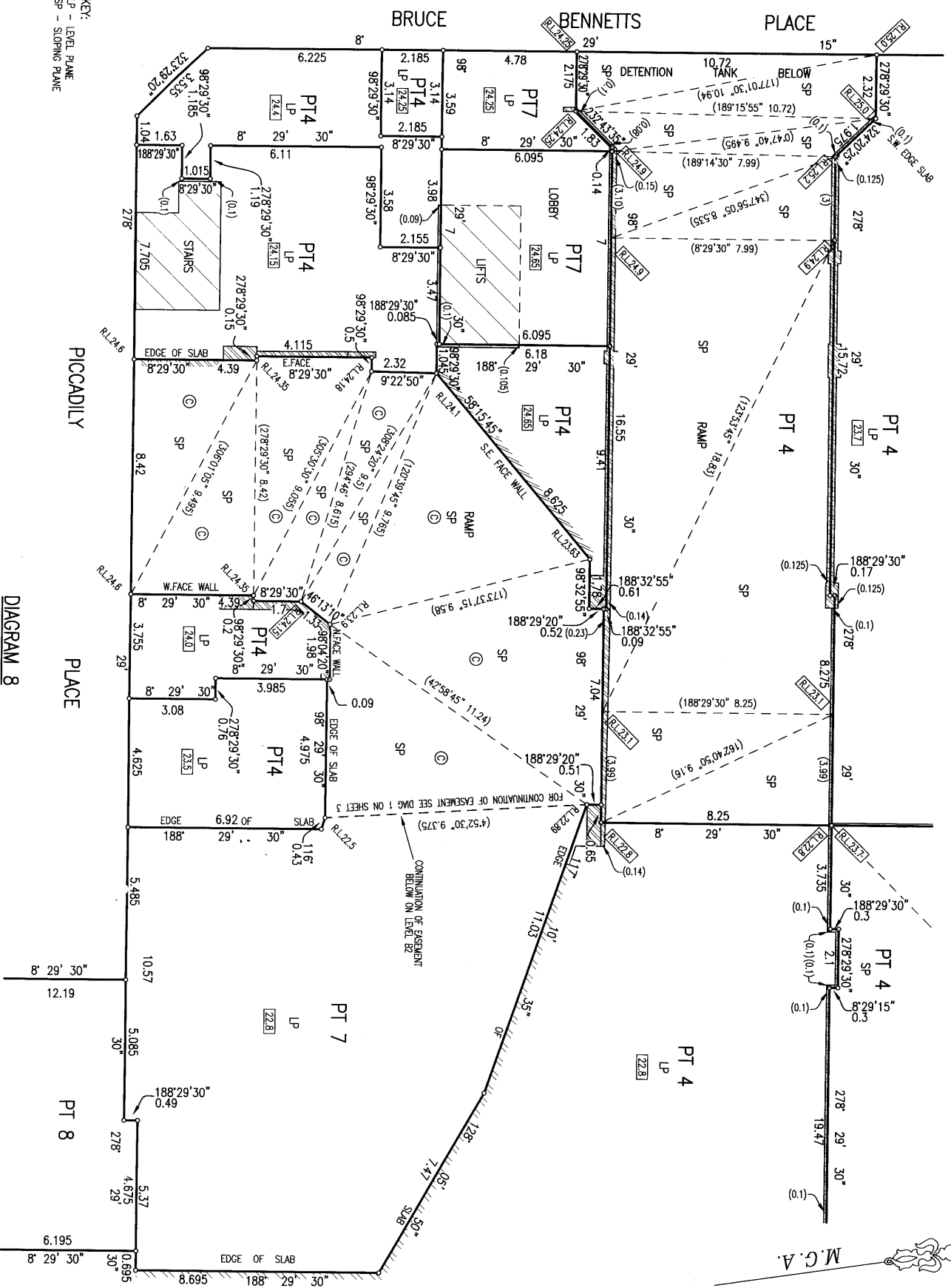


DIAGRAM 8

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

SCALE 1:100

Plan Drawing only to appear in this space

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.

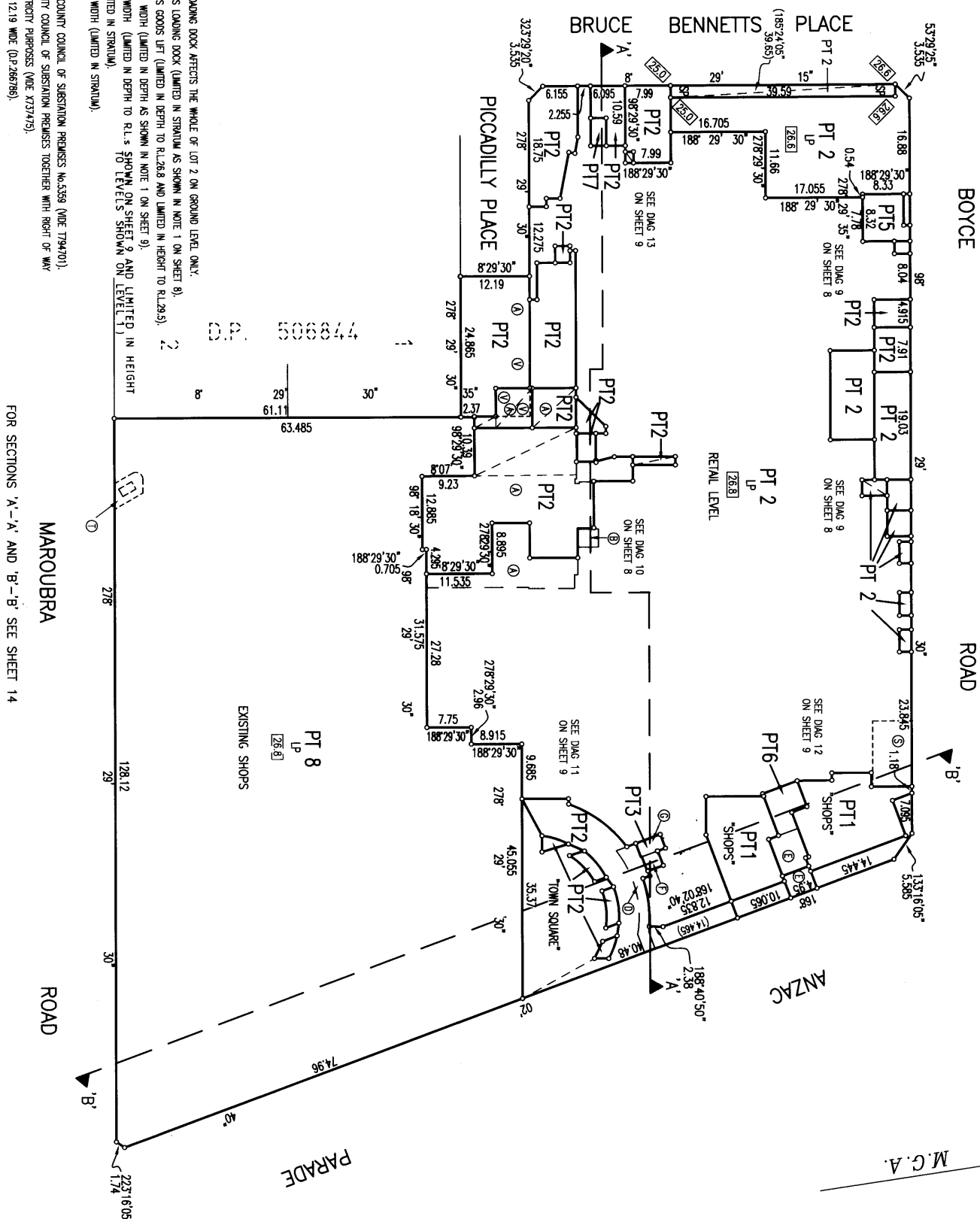
Authorised Person (General Manager/Assistant Director)  
For use where space is insufficient in any panel on  
Plan Form 2.

Reduction Ratio 1: 100

SURVEYOR'S REFERENCE: 020322 SUB

GROUND LEVEL

LOTS SHOWN ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN THIS ☐ ON THIS SHEET AND ASSOCIATED DIAGRAMS AND ARE LIMITED IN HEIGHT TO LEVELS SHOWN ON LEVEL 1.



- KEY:  
LP - LEVEL PLANE  
SP - SLOPING PLANE
- PROPOSED EASEMENTS:
- ① - RIGHT OF ACCESS TO LOADING DOCK AFFECTS THE WHOLE OF LOT 2 ON GROUND LEVEL ONLY.
  - ② - RIGHT TO USE & ACCESS LOADING DOCK (LIMITED IN STRUTUM AS SHOWN IN NOTE 1 ON SHEET 8).
  - ③ - RIGHT TO USE & ACCESS GOODS LIFT (LIMITED IN DEPTH TO R.L.26.8 AND LIMITED IN HEIGHT TO R.L.29.5).
  - ④ - RIGHT OF FOOTWAY WALK WIDTH (LIMITED IN DEPTH AS SHOWN IN NOTE 1 ON SHEET 9).
  - ⑤ - RIGHT OF ACCESS WALK WIDTH (LIMITED IN DEPTH TO R.L.s SHOWN ON SHEET 9 AND LIMITED IN HEIGHT TO LEVELS SHOWN ON LEVEL 1).
  - ⑥ - RIGHT TO USE LIFT (LIMITED IN STRUTUM).
  - ⑦ - RIGHT OF ACCESS WALK WIDTH (LIMITED IN STRUTUM).
- EXISTING EASEMENTS:
- ⑧ - LEASE TO THE STONEY COUNTRY COUNCIL OF SUBSTATION PREMISES No.5359 (NOTE 7/94/701).
  - ⑨ - LEASE TO STONEY COUNTRY COUNCIL OF SUBSTATION PREMISES TOGETHER WITH RIGHT OF WAY & EASEMENT FOR ELECTRICITY PURPOSES (NOTE 7/73/475).
  - ⑩ - RIGHT OF CARRIAGEWAY 12.19 WIDE (D.P.266786).

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

MAROURBA ROAD

PARADE

EXISTING SHOPS

PT 8  
LP  
[26.8]

DP1071735

Registered 14-11-2005

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

Surveyor registered under Surveyors Act 1929

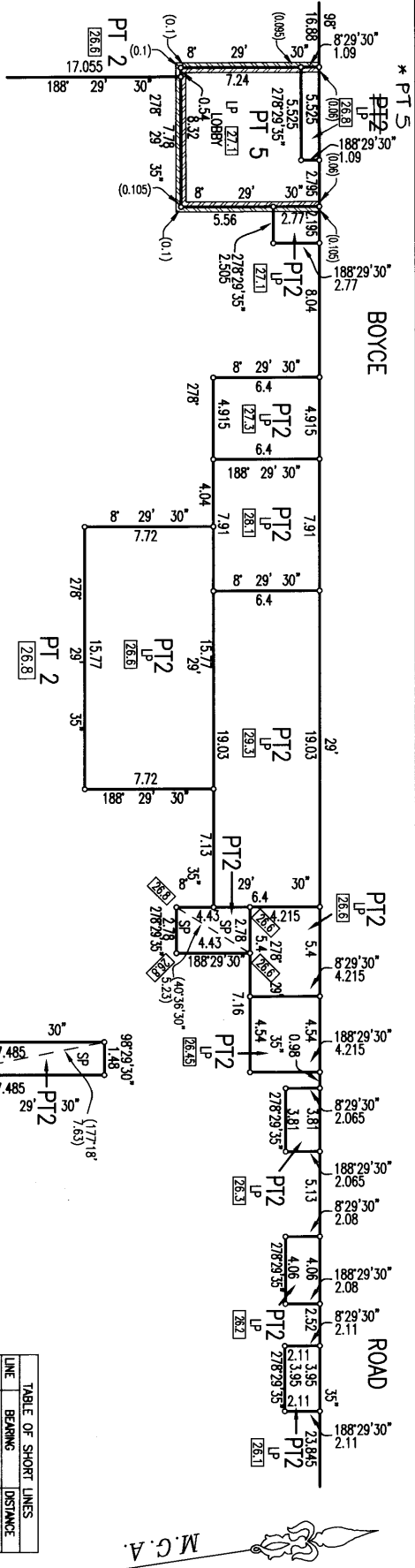
This is sheet 7 of the plan of 14 sheets covered by subdivision certificate No. of

Authorised Person/General Manager/Responsible Officer

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

Reduction Ratio 1: 500

SURVEYOR'S REFERENCE: 020322 SUB



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.

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

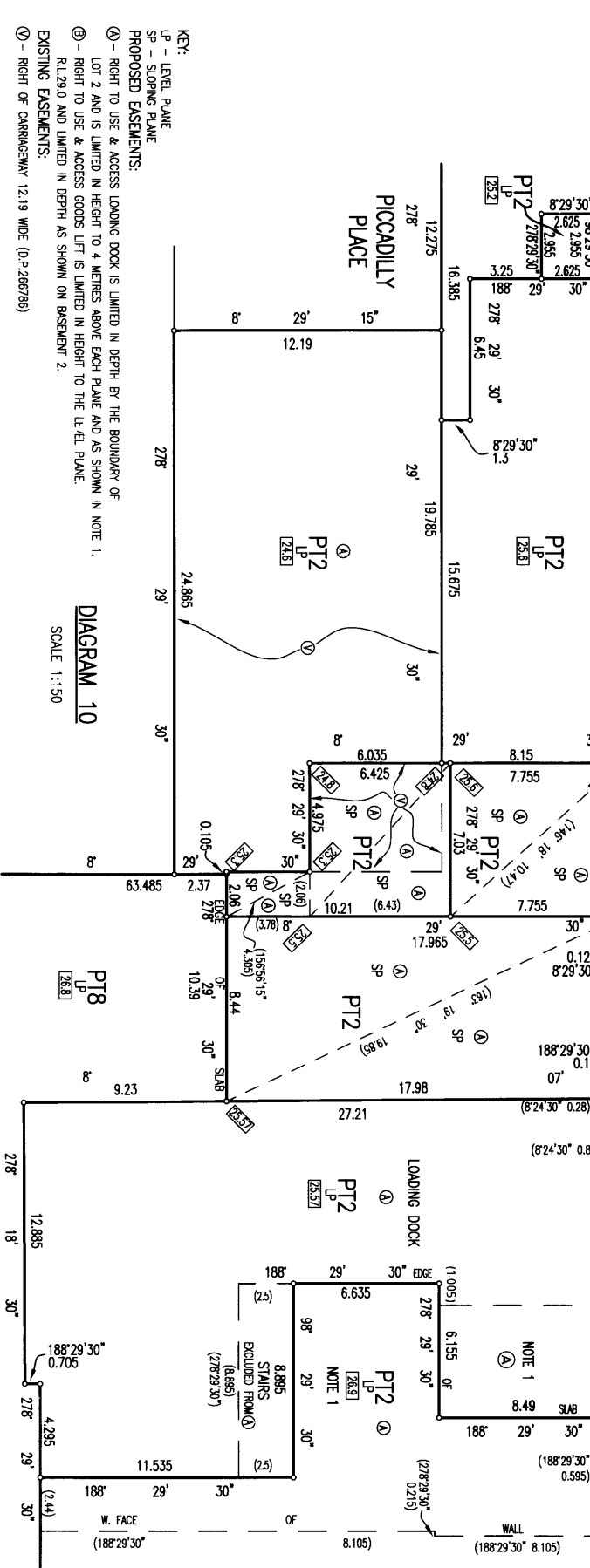


DIAGRAM 10

SCALE 1:150

- KEY:  
LP - LEVEL PLANE  
SP - SLOPING PLANE  
PROPOSED EASEMENTS:  
Ⓐ - 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.  
Ⓑ - RIGHT TO USE & ACCESS GOODS LIFT IS LIMITED IN HEIGHT TO THE LEVEL PLANE.  
RL.29.0 AND LIMITED IN DEPTH AS SHOWN ON BASEMENT 2.  
EXISTING EASEMENTS:  
Ⓓ - RIGHT OF CARRIAGEWAY 12.19 WIDE (D.P.266786)

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


This is sheet 8 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: 200

SURVEYOR'S REFERENCE: 0203222 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.

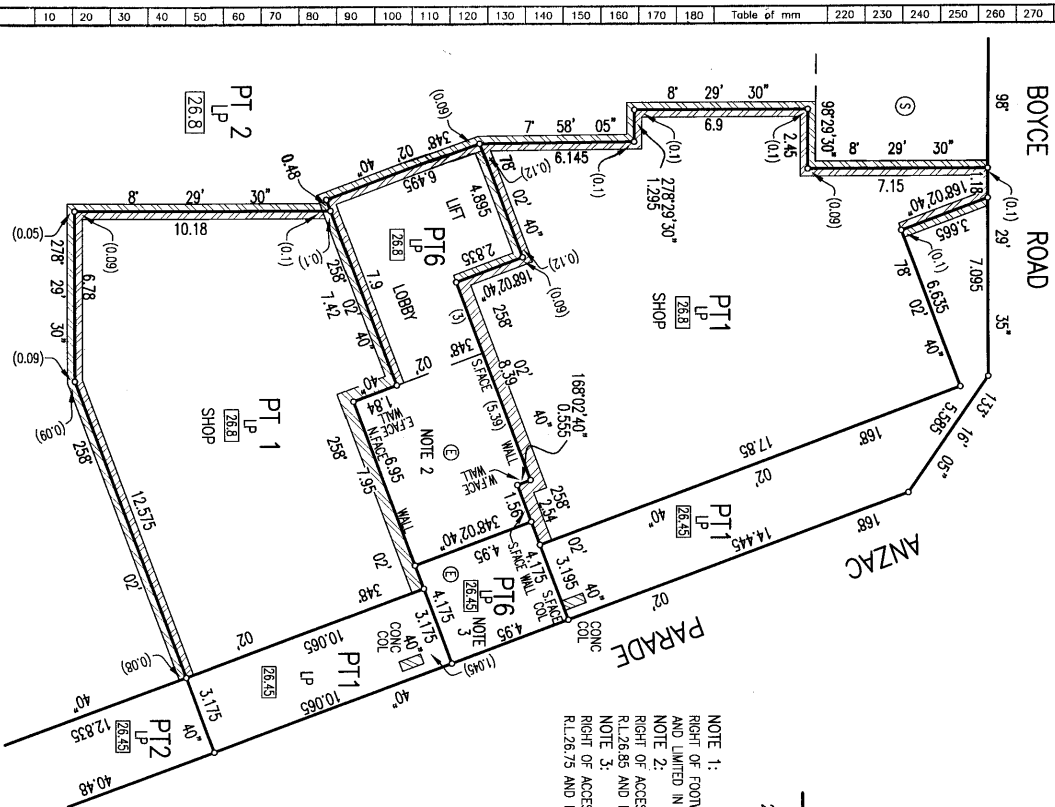
KEY:  
LP - LEVEL PLANE  
SP - SLOPING PLANE

## 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

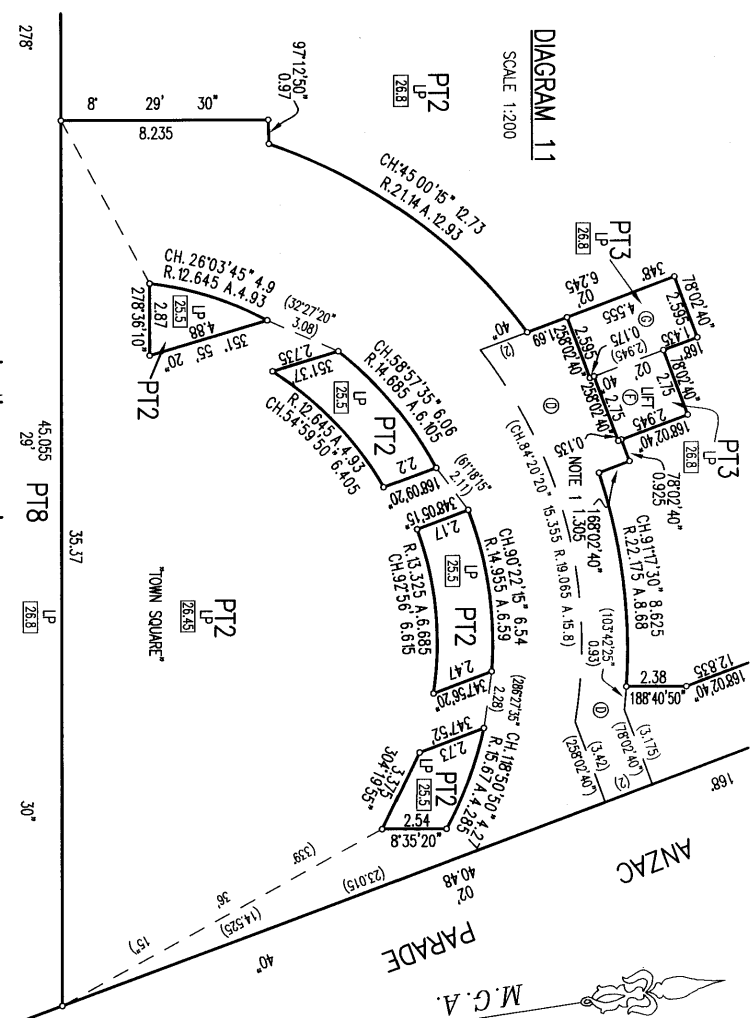
SCALE 1:200



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

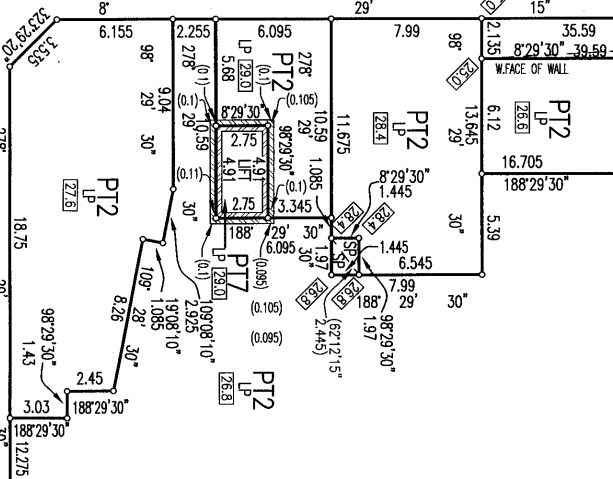


## BRUCE BENNETTS PLACE


## PICCADILLY PLACE

DIAGRAM 13

SCALE 1:200

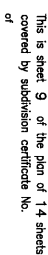


DP1071735

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. 

Authorised Person/Owner/Manager/Authorized Certificate

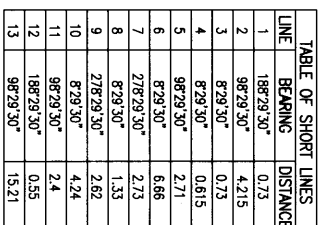
For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1: 200

SURVEYOR'S REFERENCE: 020322 SUB

5

**SURVEYOR'S REFERENCE: 020322 SUB**

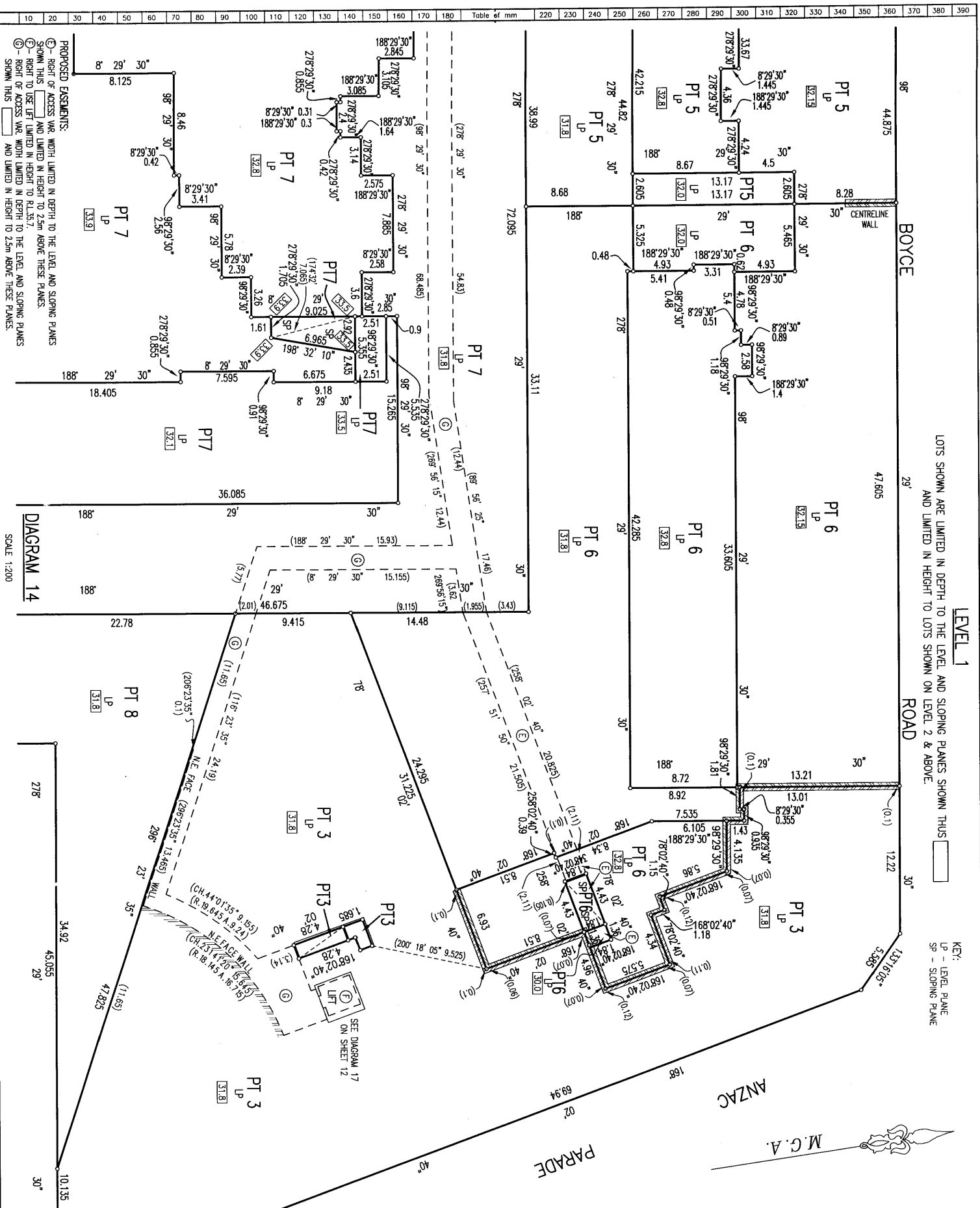




LEVEL 1

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.   
or

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



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

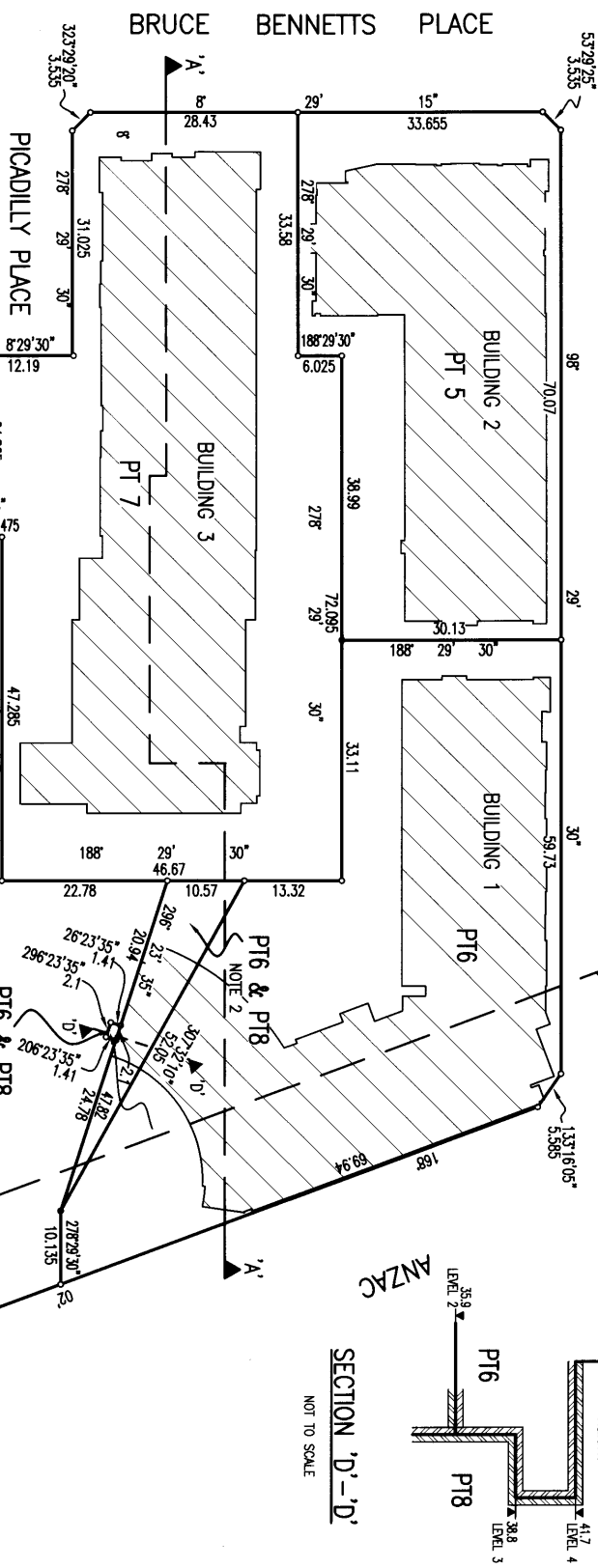
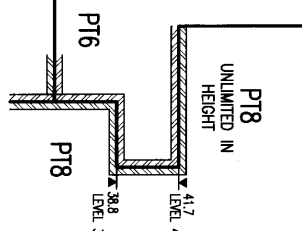
'B'

M.C.A.

ANZAC

SECTION 'D'-'D'

NOT TO SCALE



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

D.P. 506844

PT 8

NOTE 1

NOTE 2

NOTE 3

NOTE 4

NOTE 5

NOTE 6

NOTE 7

NOTE 8

NOTE 9

NOTE 10

NOTE 11

NOTE 12

NOTE 13

NOTE 14

NOTE 15

NOTE 16

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NOTE 291

NOTE 292

NOTE 293

NOTE 294

NOTE 295

NOTE 296

NOTE 297

NOTE 298

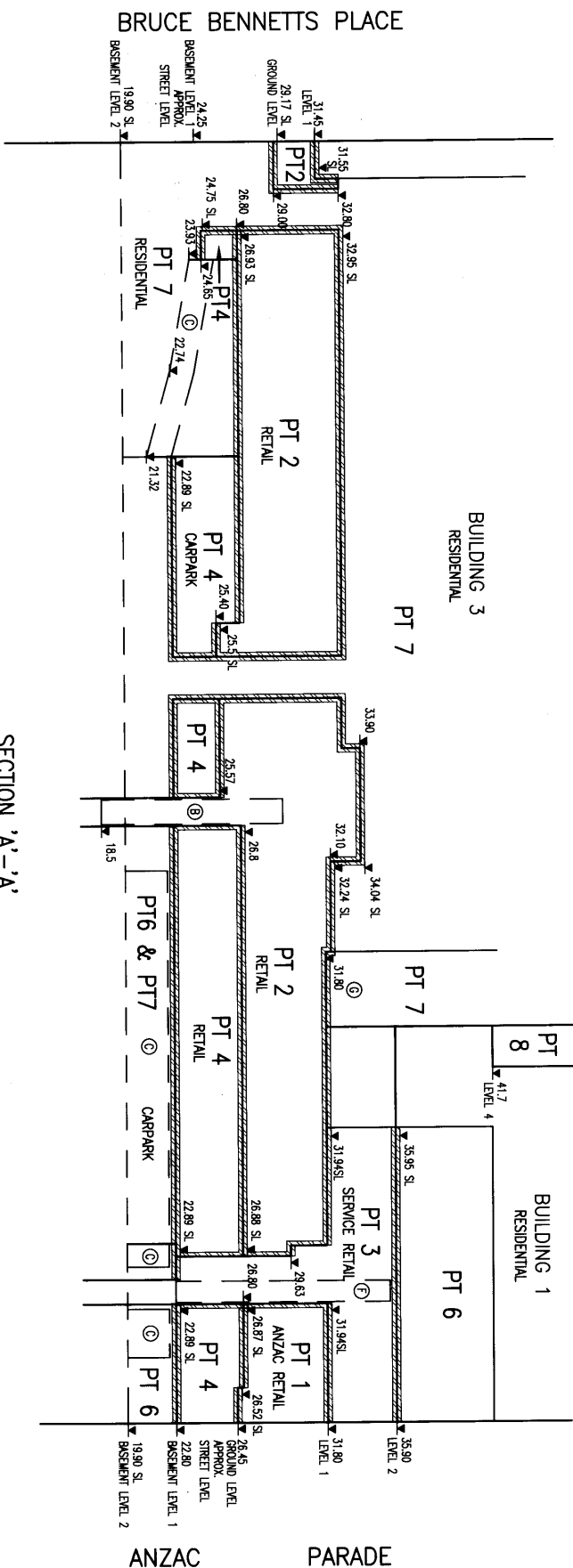
NOTE 299

NOTE 300

NOTE 301

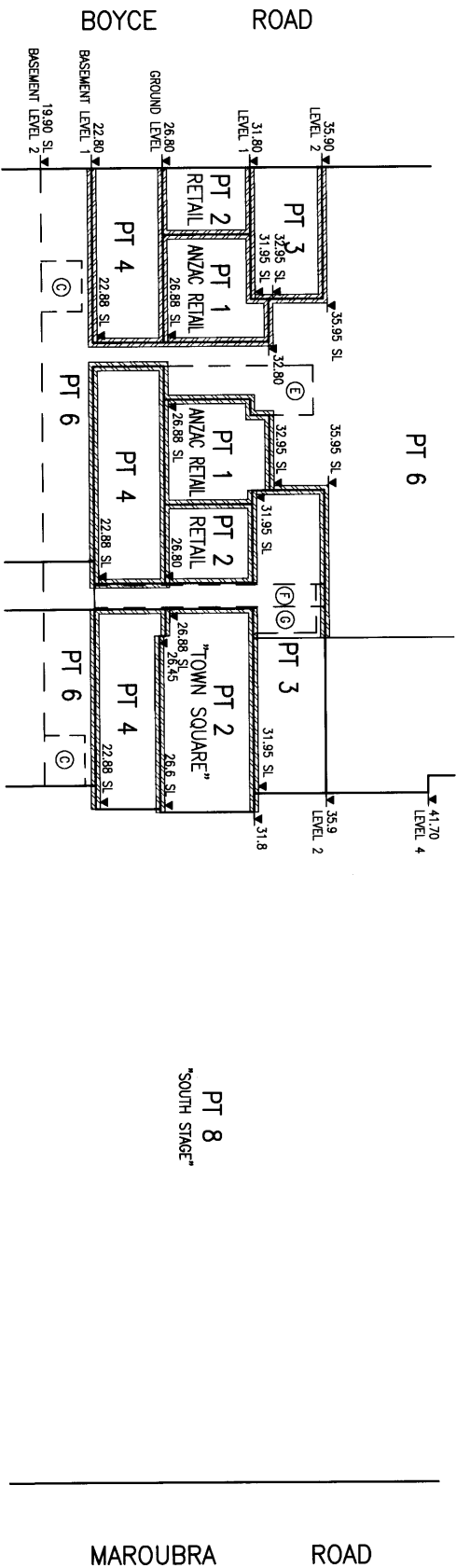
NOTE 302

NOTE 303



SECTION 'A'-A'

SCALE  
HOR 1:400 VERT 1:200



SECTION 'B'-B'

SCALE  
HOR 1:400 VERT 1:200

KEY:  
SL - SLAB LEVEL

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.

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

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFIT À PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 24 sheets)

Plan of subdivision covered by Subdivision  
 Certificate No. ~~SS48/04~~ dated ~~5/11/04~~

**DP1071735**

**Full name and address of the owner of the land:**

Clycut Pty Limited ABN 97 091 426 569  
 304/203 New South Head Road  
 EDGECLIFF NSW 2027

and

Alpine Hotels Pty Limited ACN 002 250 820  
 304/203 New South Head Road  
 EDGECLIFF NSW 2027

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for support and shelter (whole of lots)	<del>All</del> Each lot	<del>All</del> Every other lot
2	Easement for services (whole of lots)	<del>All</del> Each lot	<del>All</del> Every other lot
3	Right of use of fire stairs and exits (whole of lots)	<del>All</del> Each lot	<del>All</del> Every other lot
4	Right to use and access loading dock (A) (limited in stratum)	2	1, 3, 5, 6, 7 & 8
5	Right to use and access goods lift (B) (limited in stratum)	2	3, 5, 6, 7 & 8
6	Right of access variable width (C) (limited in stratum)	<del>4, 5, 6 &amp; 7</del> 6 7	<del>3, 5, 6, 7 &amp; 8</del> 3, 5, 7 & 8 3, 5, 6 & 8
7	Easement for access and construction (whole of lots)	<del>2, 3, 4, 5, 6 &amp; 7</del> See note below	<del>2, 3, 4, 5, 6, 7 &amp; 8</del> See note below
8	Right of footway variable width (D) (limited in stratum)	2	3

7372453\_5.DOC  
 Easement instrument - Pacific Square Stage 1 subdivision  
 6 August 2004

© Mallesons Stephen Jaques 2004

7 (Continued) Easement for access and construction (whole of lots)

3  
4  
5  
6  
7

2, 4, 5, 6, 7 & 8  
 2, 3, 5, 6, 7 & 8  
 2, 3, 4, 6, 7 & 8  
 2, 3, 4, 5, 7 & 8  
 2, 3, 4, 5, 6 & 8

Plan of subdivision covered by Subdivision  
 Certificate No. ~~5248/04~~ dated ~~5/11/04~~

**DP1071735**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
9	Right of access variable width (E) (limited in stratum)	6	5, 7 & 8
10	Right of access to loading dock (whole of lot) <del>dr.</del>	2	1
11	Positive covenant	4	Randwick City Council
12	Restriction on the use of land (storm water)	All	Randwick City Council
13	Positive covenant (storm water)	All	Randwick City Council
14	Positive covenant	3, 4, 5, 6, 7 & 8	Randwick City Council
15	Right to access plant rooms (whole of lots)	<del>dr</del> All Each lot	<del>dr</del> All Every other lot
16	Right to use lift (F) (limited in stratum)	3	2, 4, 5, 6, 7 & 8
17	Right of access variable width (G) (limited in stratum)	3	5, 6, 7 & 8
		7	5, 6 & 8

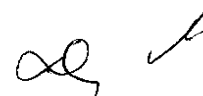
## Part 2 (Terms)

### 1 Dictionary

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

ACT *Conveyancing Act 1919 (NSW).*

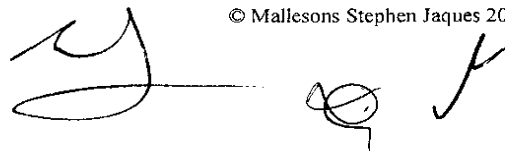
AUTHORISED USER every person authorised by the GRANTEE for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an AUTHORISED USER includes, without limitation, the tenants, employees, agents, contractors and licensees of the GRANTEE.

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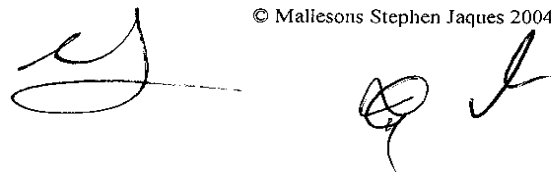
BUILDING MANAGEMENT COMMITTEE	any building management committee for PACIFIC SQUARE constituted under the DEVELOPMENT ACT and a STRATA MANAGEMENT ACT.
COMMON PROPERTY	has the meaning it has under the DEVELOPMENT ACT.
DEVELOPMENT ACT	<i>Strata Schemes (Freehold Development) Act 1973 (NSW).</i>
DRAINAGE PLANS	<p>includes:</p> <p>(a) the plans for Pacific Square prepared by Sparks and Partners entitled:</p> <ul style="list-style-type: none"><li>• “Hydraulic Services Building 1 North Basement 1 Floor Plan, Drawing No. 1-1103 rev I”;</li><li>• “Hydraulic Services Building 2 Basement 1 Floor Plan, Drawing No. 2-1132 rev H”;</li><li>• “Hydraulic Services Building 3 Basement 1 Floor Plan, Drawing No. 3-1153 rev J”;</li><li>• “Hydraulic Services Building 1 North Ground Floor Plan, Drawing No. 1-1105 rev E”;</li><li>• “Hydraulic Services Detention Tank Details Sheet No. 1, Drawing No. Z-1004 rev A”;</li><li>• “Hydraulic Services Detention Tank Details Sheet No. 2, Drawing No. Z-1005 rev A”</li></ul> <p>subject to any amendments detailed on subsequent “work-as executed” drainage plans approved by the relevant certifying authority, and</p> <p>(b) the compliance report prepared by Sparks and Partners entitled “STORMWATER CALCULATIONS FOR Pacific Square STAGE 1 Anzac pde Maroubra dated July 2003, Issue A” (subject to any amendments subsequently approved by the relevant certifying authority).</p>
EASEMENT SITE	<p>in relation to an easement, positive covenant and restriction on use in this instrument, means:</p> <p>(a) the site of the easement, positive covenant and restriction on use identified on the PLAN; and</p>



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- (b) all items within the site of an easement identified on the PLAN which are the subject of the easement, positive covenant and restriction on use.
- GRANTEE
- (a) the owner of an estate in fee simple or mortgagee in possession of a LOT BENEFITED;
- (b) the owners corporation under the DEVELOPMENT ACT in respect of a LOT BENEFITED; and
- (c) an authority benefited.
- GRANTOR
- (a) the owner of an estate in fee simple or mortgagee in possession of a LOT BURDENED; and
- (b) the owners corporation under the DEVELOPMENT ACT in respect of a LOT BURDENED.
- LOCAL  
AUTHORITY
- Randwick City Council.
- LOT BENEFITED
- a lot benefited by an easement, restriction or covenant in this instrument.
- LOT BURDENED
- a lot burdened by an easement, restriction or covenant in this instrument.
- OCCUPIER
- each lessee or licensee from time to time (including each subordinate lessee or licensee) of the LOT BURDENED.
- PACIFIC  
SQUARE
- the land and improvements erected in the lots in the PLAN.
- PLAN
- the plan of subdivision to which this instrument relates.
- SERVICES
- SERVICES includes those services defined in section 8AB of the DEVELOPMENT ACT and:
- (a) the supply of water, gas, electricity or artificially heated or cooled air; and
- (b) the provision of sewerage and drainage; and
- (c) telephone, radio, television or other transmission means; and
- (d) security systems; and
- (e) kitchen exhaust and grease arrestor systems; and
- (f) plant and plant rooms; and





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(g) any other facility, supply or transmission.

STRATA  
MANAGEMENT  
ACT

*Strata Schemes Management Act 1996* (NSW).

STRATA  
MANAGEMENT  
STATEMENT

A strata management statement registered according to the  
DEVELOPMENT ACT that applies to PACIFIC SQUARE.

STRATA PLAN

a plan for the creation of a stratum parcel (as that term is defined in  
the DEVELOPMENT ACT).

## 2 Interpretation

### References to certain terms

2.1 Unless a contrary intention appears, a reference in this instrument to:

- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(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.

### Headings

2.2 Headings do not affect the interpretation of this instrument.

### Positive covenants and maintenance requirements

2.3 A requirement in an easement which requires a Grantee or Grantor to maintain or repair a site of an easement or any thing in the site of an easement is a positive covenant according to section 88BA of the ACT.

### Covenants and agreements

2.4 The easements, positive covenants and restrictions on use, including in this clause and clauses 3 ("Complying with this instrument and the Strata Management Statement") and 4 ("Effect of the Strata Management Statement"), in each of the easements, positive



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covenants and restrictions on use in this instrument are covenants and agreements between:

- (a) each GRANTEE for itself, its successors and every person who is entitled to an estate or interest in possession of the LOT BENEFITED or any part of it with which the right is capable of enjoyment; and
- (b) each GRANTOR for itself, its successors and every person who is entitled to an estate or interest in possession of the LOT BURDENED or any part of it with which the right is capable of enjoyment,

to the extent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of each easements, positive covenants and restrictions on use in this instrument.

### **Release and indemnity**

- 2.5 The GRANTEE and its AUTHORISED USERS enter upon the BURDENED LAND at their own risk and the GRANTEE hereby releases the GRANTOR from any claims and demands of every kind and from all liability that may arise in respect of any accident or damage to property or death or injury to any person entering upon the LOT BURDENED under the terms of this easement unless the loss is caused by the negligence of the GRANTOR.

### **Indemnity**

- 2.6 The GRANTEE agrees to indemnify the GRANTOR against any loss suffered or incurred by the GRANTOR arising from or in consequence of the use of the easement by the GRANTEE and any of its AUTHORISED USERS, unless the loss is caused by the negligence of the GRANTOR, including but not limited to:
- (a) damage to the LOT BURDENED, except fair wear and tear;
  - (b) damage to any property of the GRANTOR or any other person; and
  - (c) injury to any person on or near the LOT BURDENED.

### **Notice to owner**

- 2.7 If a notice to the GRANTOR is required to be given under this instrument, that notice must also be given to the occupier of the LOT BURDENED. If the GRANTOR is an owners corporation, the notice must be given to the strata manager and the on-site manager for the owners corporation, if any. Notice required in the case of an emergency may be given verbally (unless a contrary intention is expressed in a easement, positive covenant or restriction on use in this instrument).



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### **3 Complying with this instrument and the Strata Management Statement**

#### **Obligations of Grantees and Grantors**

- 3.1 Each GRANTEE and GRANTOR must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this instrument.

#### **Obligations for Authorised Users**

- 3.2 For each easement, positive covenant and restriction on use in this instrument, each GRANTEE must use reasonable endeavours to ensure that its AUTHORISED USERS comply with the terms of the instrument when they exercise their rights or comply with their obligations under the instrument.

#### **Complying with the Strata Management Statement**

- 3.3 For each easement, positive covenant and restriction on use in this instrument, the GRANTEE must (if bound by the STRATA MANAGEMENT STATEMENT):
- (a) comply with a STRATA MANAGEMENT STATEMENT; and
  - (b) use reasonable endeavours to ensure that its AUTHORISED USERS comply with a STRATA MANAGEMENT STATEMENT.

### **4 Effect of the Strata Management Statement**

#### **Application of this clause**

- 4.1 This clause 4 applies to each easement, positive covenant and restriction on use in this instrument. The LOCAL AUTHORITY is not bound by a STRATA MANAGEMENT STATEMENT while ever the LOCAL AUTHORITY is not an OWNER or OCCUPIER of a lot in the PLAN subject to the STRATA MANAGEMENT STATEMENT.

#### **Requirements about making rules**

- 4.2 If a GRANTOR is entitled under an easement, positive covenant or restriction on use to make rules about the use of an site of an easement , covenant or restriction by a GRANTEE or AUTHORISED USER, the rules must be consistent with the easement, covenant or restriction and a STRATA MANAGEMENT STATEMENT. A STRATA MANAGEMENT STATEMENT prevails to the extent of any inconsistency and to the extent that a STRATA MANAGEMENT STATEMENT binds the relevant GRANTOR and GRANTEE.

#### **Costs regulated under the Strata Management Statement**

- 4.3 If a STRATA MANAGEMENT STATEMENT regulates the apportionment of costs in relation to an easement, an EASEMENT SITE, positive covenant or restriction on use and there is an inconsistency between the apportionment of costs and the STRATA

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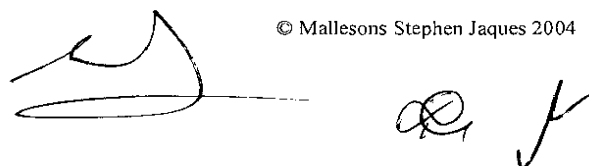
MANAGEMENT STATEMENT, a STRATA MANAGEMENT STATEMENT (if applicable) prevails to the extent of the inconsistency.

**Complying with obligations**

- 4.4 If a STRATA MANAGEMENT STATEMENT allocates responsibility for complying with obligations under an easement, positive covenant or restriction on use to a different person than that set out in the easement, positive covenant or restriction on use (eg the obligation is imposed on a BUILDING MANAGEMENT COMMITTEE), a STRATA MANAGEMENT STATEMENT prevails to the extent of the inconsistency. However, the relevant GRANTOR or GRANTEE must use their reasonable endeavours to ensure that the person complies with these obligations.

**5 Terms of easement for support and shelter numbered 1 in the plan**

- 5.1 An easement for subjacent and lateral support and shelter in any direction of those parts of the building now or in the future erected on the LOT BENEFITED by those parts of the LOT BURDENED and any structures erected on the LOT BURDENED as are capable of affording or reasonably intended to provide that support and shelter.
- 5.2 The GRANTEE and its AUTHORISED USERS may enter and remain on the LOT BURDENED for the purposes of inspecting, constructing, repairing, maintaining or renewing any support and shelter to the LOT BENEFITED located on the LOT BURDENED subject to the following conditions:
- (a) the GRANTEE and its AUTHORISED USERS must take all reasonable steps to minimise disturbance or damage to the GRANTOR, the LOT BURDENED and the occupants and contents of the LOT BURDENED;
  - (b) except in an emergency, the GRANTEE and its AUTHORISED USERS must give reasonable notice to the GRANTOR of its intention to enter the LOT BURDENED.
- 5.3 If a STRATA MANAGEMENT STATEMENT is registered resulting in the creation of an easement for support and shelter under section 8AA of the DEVELOPMENT ACT, and there is an inconsistency between the terms of this easement and the easement created under section 8AA, then to the extent of that inconsistency the terms of the easement under section 8AA apply.
- 5.4 If a STRATA PLAN subdividing a LOT BENEFITED is registered resulting in the creation of an easement for support and shelter under section 8AA of the DEVELOPMENT ACT, and there is an inconsistency between the terms of this easement and the easement created under section 8AA, then to the extent of that inconsistency the terms of the easement under section 8AA apply.

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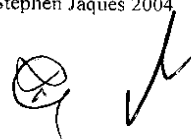
**6 Terms of easement for services numbered 2 in the plan**

6.1 The GRANTEE and its AUTHORISED USERS may:

- (a) utilise the SERVICES constructed on the LOT BURDENED by the GRANTOR that exist as at the date the occupation certificate (whether final or interim) is issued for the building (or relevant part of the building covered by any interim occupation certificate) erected on the LOT BURDENED by connecting to these SERVICES;
- (b) use the LOT BURDENED, but only within the EASEMENT SITE, to provide SERVICES to or from the LOT BENEFITED; and
- (c) do anything reasonably necessary for those purposes, including:
  - (i) entering the LOT BURDENED,
  - (ii) taking anything on to the LOT BURDENED; and
  - (iii) carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, ducts, conduits, structures and equipment.

6.2 Before exercising any rights under this easement, the GRANTEE must:

- (a) except in an emergency, give the GRANTOR not less than 48 hours notice of intention to enter the LOT BURDENED;
- (b) if required by the GRANTOR, when exercising rights under this easement be accompanied by, and comply with the reasonable directions of the GRANTOR'S nominee;
- (c) except where prior arrangements have been made with the GRANTOR or in an emergency, not disrupt any service to the LOT BURDENED in circumstances where the GRANTOR or occupier of the LOT BURDENED may suffer interruption to the business or commercial activities lawfully conducted on the LOT BURDENED; and
- (d) except as provided for in clause 6.3, not carry out any works to the structure of the building and infrastructure located on the LOT BURDENED unless it:
  - (i) obtains the approval of the GRANTOR to the works proposed to be carried out;
  - (ii) consults with a structural engineer nominated by the GRANTOR at the cost of the GRANTEE; and
  - (iii) carries out the recommendations of the structural engineer.



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

- 6.3 Clause 6.2(d) does not apply to attachments of a minor nature that do not affect the structural integrity of the building and infrastructure located on the LOT BURDENED.
- 6.4 In exercising the rights under this easement, the GRANTEE must:
- (a) ensure all work is done properly;
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the LOT BURDENED;
  - (c) cause as little damage as is practicable to the LOT BURDENED and any improvement on it;
  - (d) make good any collateral damage; and
  - (e) not interfere with the structural integrity of the building or any infrastructure located on the LOT BURDENED without the prior written consent of the GRANTOR, which consent must not be unreasonably withheld.
- 6.5 The GRANTEE must maintain its own SERVICES.
- 6.6 The GRANTEE:
- (a) acknowledges that this easement is being used in common with the GRANTOR; and
  - (b) must not interfere with any of the SERVICES for the LOT BURDENED located within the easement from time to time.
- 6.7 Nothing in this easement relieves a GRANTEE or AUTHORISED USER from the requirement to liaise with the LOCAL AUTHORITY or other government authorities or service providers where approvals from such bodies are required to increase access to, or carry out works in connection with, SERVICES.

**7 Terms of right of use of fire stairs and exits numbered 3 in the plan**

The GRANTOR grants the GRANTEE and its AUTHORISED USERS the right to enter and pass through the fire stairs located on the LOT BURDENED for the purposes of evacuating the LOT BENEFITED in an emergency or for fire drill purposes or in the event, and for the extent of time, that lifts within PACIFIC SQUARE are not operational.

**8 Terms of right to use and access loading dock (A) numbered 4 in the plan**

- 8.1 The GRANTOR grants the GRANTEE and its AUTHORISED USERS the right to access and use the loading dock located on the EASEMENT SITE ("**Loading Dock**") for the



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purpose of loading and unloading goods and articles and equipment on the following conditions:

- (a) the GRANTEE and its AUTHORISED USERS must ensure that they do not disturb the OCCUPIERS of the building erected on the LOT BURDENED; and
- (b) the GRANTEE and its AUTHORISED USERS do not unreasonably disturb the LOT BURDENED; and
- (c) the GRANTEE and its AUTHORISED USERS comply with the provisions of the STRATA MANAGEMENT STATEMENT regarding the use of the Loading Dock.

8.2 The GRANTEE acknowledges that the STRATA MANAGEMENT STATEMENT may contain provisions regarding access to and use of the Loading Dock. The terms of the STRATA MANAGEMENT STATEMENT prevail to the extent of any inconsistency.

## **9 Terms of right for use and access goods lift (B) numbered 5 in the plan**

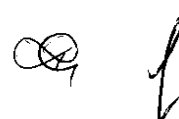
9.1 The GRANTOR grants the GRANTEE and its AUTHORISED USERS the right to use the goods lift located on the EASEMENT SITE ("Goods Lift") and the right to access the Goods Lift by the most direct route for the purpose of transporting garbage and recyclable materials, receptacles, trolleys, goods and articles and equipment on the following conditions:

- (a) the GRANTEE and its AUTHORISED USERS must ensure that they do not disturb the OCCUPIERS of the building erected on the LOT BURDENED; and
- (b) no structural or other damage is done to the Goods Lift or the LOT BURDENED in exercising the rights under this easement; and
- (c) the GRANTEE and its AUTHORISED USERS do not unreasonably obstruct the LOT BURDENED; and
- (d) the GRANTEE and its AUTHORISED USERS comply with the provisions of the STRATA MANAGEMENT STATEMENT regarding the use of the Goods Lift.

9.2 The GRANTEE acknowledges that the STRATA MANAGEMENT STATEMENT may contain provisions regarding access to and use of the Goods Lift. The terms of the STRATA MANAGEMENT STATEMENT prevail to the extent of any inconsistency.

## **10 Terms of right of access variable width (C) numbered 6 in the plan**

10.1 The GRANTOR grants the right for the GRANTEE and its AUTHORISED USERS to enter, pass and repass to and from the LOT BENEFITED over that part of the LOT BURDENED marked right of access "C" on the PLAN:



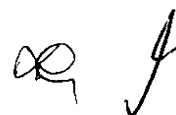
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- (a) at all times;
  - (b) on foot; and
  - (c) by a vehicle or trolley that is not more than 1.9 metres high or more than 2.5 tonnes TARE weight only over trafficable surfaces within the EASEMENT SITE; and
  - (d) for the purposes of:
    - (i) accessing the visitor parking located on the LOT BURDENED; and
    - (ii) access between the Goods Lift described in "Right to use and access goods lift (B)" numbered 5 in this instrument and lifts servicing the LOT BENEFITED.
- 10.2 When they exercise their rights under this easement, the GRANTEE and its AUTHORISED USERS must:
- (a) repair damage which they cause to the EASEMENT SITE; and
  - (b) cause as little inconvenience as practicable to the GRANTOR or an OCCUPIER.
- 10.3 The GRANTEE and its AUTHORISED USERS must not obstruct the use of the LOT BURDENED.
- 10.4 The GRANTEE acknowledges that the STRATA MANAGEMENT STATEMENT may contain provisions regarding access to and use of the EASEMENT SITE. The terms of the STRATA MANAGEMENT STATEMENT prevail to the extent of any inconsistency.

**11 Terms of easement for access and construction numbered 7 in the plan**

- 11.1 The GRANTOR grants the GRANTEE and its AUTHORISED USERS the right to:
- (a) enter the LOT BURDENED (excluding habitable areas, such as apartments);
  - (b) oversail the LOT BURDENED with cranes and other construction equipment and materials;
  - (c) pass over and remain on the LOT BURDENED (excluding habitable areas, such as apartments) with vehicles and with or without material, tools and equipment;
  - (d) demolish walls in those parts of the LOT BURDENED located on basement level 2, basement level 1, ground floor and the level 1 podium;
  - (e) connect services through the air space in the LOT BURDENED; and





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- (f) store goods and articles, materials, tools and equipment required for construction purposes on the LOT BURDENED (excluding habitable areas, such as apartments)

for the period reasonably necessary to enable the GRANTEE to carry out demolition and construction works in connection with any development or redevelopment of the LOT BENEFITED. *The rights granted under this clause 11.1 exclude the substation premises leased to Energy Australia under dealing T794701.*

11.2 Before exercising any rights under this easement, the GRANTEE must:

- (a) except in an emergency, give the GRANTOR not less than 48 hours notice of intention to enter the LOT BURDENED;
- (b) if required by the GRANTOR, when exercising rights under this easement be accompanied by, and comply with the reasonable directions of the GRANTOR'S nominee; and
- (c) except where prior arrangements have been made with the GRANTOR or in an emergency, not disrupt any service to the LOT BURDENED in circumstances where the owner or occupier of the LOT BURDENED may suffer interruption to the business or commercial activities lawfully conducted on the LOT BURDENED.

11.3 In exercising any rights under this easement, the GRANTEE must:

- (a) cause as little inconvenience as is practicable to the GRANTOR and any OCCUPIER;
- (b) cause as little damage as is practicable to the LOT BURDENED and any improvement on it; and
- (c) make good any collateral damage as soon as reasonably possible.

11.4 If the LOT BURDENED is a strata scheme, the burden of this easement attaches to the COMMON PROPERTY for the strata scheme.

## 12 Terms of right of footway variable width (D) numbered 8 in the plan

12.1 Each GRANTOR grants to GRANTEES and AUTHORISED USERS the right to pass and repass over the EASEMENT SITE for the purpose of passing through the LOTS BURDENED:

- (a) at all times;
- (b) in common with others legally entitled to use the LOT BURDENED;
- (c) on foot;

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- (d) with wheelchairs or other disabled access aids; and
  - (e) without animals (but exempting guide dogs or hearing dogs for the visually or hearing impaired) or vehicles.
- 12.2 Subject to clause 4.2, a GRANTOR may make reasonable rules about the use of the EASEMENT SITE by GRANTEES and AUTHORISED USERS.
- 12.3 When they exercise their rights under this easement, GRANTEES and AUTHORISED USERS must:
- (a) cause as little inconvenience as practicable to a GRANTOR or an OCCUPIER of a LOT BURDENED;
  - (b) properly dispose of litter either by depositing it in the receptacles provided on a LOT BURDENED or removing it from a LOT BURDENED;
  - (c) immediately remove anything they spill on an EASEMENT SITE and clean the affected area; and
  - (d) comply with rules made by a GRANTOR according to this easement.
- 12.4 GRANTEES and AUTHORISED USERS must repair damage which they cause to an EASEMENT SITE.
- 12.5 GRANTEES and AUTHORISED USERS must not obstruct the use of the EASEMENT SITE or the LOT BURDENED.

**13 Terms of right of access variable width (E) numbered 9 in the plan**

- 13.1 Subject to the conditions in this easement, the GRANTOR grants the GRANTEE and its AUTHORISED USERS the right to enter, pass and repass over:
- (a) those parts of the EASEMENT SITE that exist at the date this instrument is registered;
  - (b) those parts of the EASEMENT SITE constructed within the LOT BURDENED after this instrument is registered and up to the date the occupation certificate is issued for the LOT BURDENED;
  - (c) on foot;
  - (d) without animals (but exempting guide dogs or hearing dogs for the visually or hearing impaired) or vehicles;
  - (e) for the purpose of accessing the residential lobby located in the LOT BURDENED and servicing the LOT BENEFITED; and



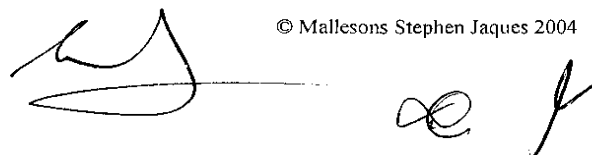
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- (f) for the purpose of access between the level 1 podium entrances to the LOT BENEFITED and the public street.
- 13.2 Subject to clause 4.2, The GRANTOR may make reasonable rules about the use of the EASEMENT SITE on their LOT BURDENED by GRANTEES and its AUTHORISED USERS and, in particular, the times during which GRANTEES and its AUTHORISED USERS may exercise their rights under this easement.
- 13.3 The GRANTEE and its AUTHORISED USERS must comply with any requirements under a STRATA MANAGEMENT STATEMENT (or any shared facilities code adopted by according to a STRATA MANAGEMENT STATEMENT) regarding the use of the residential lobby.
- 13.4 When they exercise their rights under this easement, the GRANTEE and its AUTHORISED USERS must:
- (a) cause as little inconvenience as practicable to the GRANTOR or an OCCUPIER; and
  - (b) take all reasonable precautions to ensure as little damage to the EASEMENT SITE and the LOT BURDENED; and
  - (c) immediately remove any garbage or recyclable materials which they spill on the EASEMENT SITE and clean the affected area; and
  - (d) comply with rules made by the GRANTOR according to this easement.
- 13.5 GRANTEES and its AUTHORISED USERS must promptly repair any damage which they cause to the EASEMENT SITE on the LOT BURDENED.

**14 Terms of right of access to loading dock numbered 10 in the plan**

- 14.1 The GRANTOR grants the right for the GRANTEES and AUTHORISED USERS to enter and remain (for the period reasonably necessary), pass and repass over that part of the LOT BURDENED which forms the most direct route or a route designated by the GRANTOR and notified to the GRANTEE from time to time between the Loading Dock described in the easement "Right to use and access loading dock (A)" numbered 4 in this instrument and the LOT BENEFITED for the purposes of transporting garbage and recyclable materials, receptacles, trolleys, goods and articles and equipment on the following conditions:
- (a) during the times approved by the GRANTOR acting reasonably and having proper regard to the business activities lawfully carried out by the GRANTOR on the LOT BURDENED;
  - (b) ;on foot;



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- (c) without a vehicle, trailer or trolley (unless the GRANTEE has reached prior agreement with the GRANTOR to use such objects).
- 14.2 Subject to clause 4.2, the GRANTOR may make reasonable rules about the use of the EASEMENT SITE by GRANTEES and AUTHORISED USERS.
- 14.3 When they exercise their rights under this easement, GRANTEES and AUTHORISED USERS must:
  - (a) comply with any requirements under a STRATA MANAGEMENT STATEMENT (or any shared facilities code adopted according to a STRATA MANAGEMENT STATEMENT) about using the Loading Bay or the EASEMENT SITE;
  - (b) cause as little inconvenience as practicable to a GRANTOR or an OCCUPIER; and
  - (c) comply with rules made by the GRANTOR according to this easement.
- 14.4 GRANTEES and AUTHORISED USERS must repair damage which they cause to the EASEMENT SITE.
- 14.5 GRANTEES and AUTHORISED USERS must not:
  - (a) park or stand a trolley on or obstruct use of the LOT BURDENED other than when moving goods and articles to and from the Loading Dock; or
  - (b) litter, soil or damage the EASEMENT SITE.

**15 Terms of positive covenant numbered 11 in the plan**

- 15.1 The GRANTOR covenants that it will obtain written consent from the LOCAL AUTHORITY (in a form required at law) prior to changing any right of exclusive use and enjoyment rights in respect of any of the parking spaces located on basement level 1 in the LOT BURDENED.

**Name of the person empowered to release, vary or modify the positive covenant numbered 11 in the plan:**

Randwick City Council

**16 Terms of restriction on the use of land numbered 12 in the plan**

- 16.1 There shall be no erection of any buildings or structures nor the carrying out of any works on or over the EASEMENT SITE that may adversely affect the design function of the on-site stormwater detention system for PACIFIC SQUARE which includes:



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- (a) the tank structure described as "DETENTION TANK" on the PLAN; and
- (b) all ancillary gutters, pipes, drains, walls, kerbs, pits, trenches, grates, chambers, basins and surfaces designed to temporarily detain stormwater as shown on the DRAINAGE PLANS

(hereinafter called "**the System**").

- 16.2 "Works" in this context shall be taken to mean the excavation or replacement of soil or landscape material upon the System that may affect the design function of the said area, or any variation to the size or shape of the System.

**Name of the person empowered to release, vary or modify the Restriction on use numbered 12 in the plan:**

Randwick City Council

## **17 Terms of positive covenant numbered 13 in the plan**

- 17.1 The GRANTOR will in respect to the System described in the "Restriction on use of land" numbered 12 in this instrument:

- (a) permit stormwater to be temporarily detained by the System;
- (b) keep the System clean and free from silt, rubbish and debris;
- (c) maintain, renew and repair the System so that it functions in a safe and efficient manner, and in doing so complete the same within the time and in the manner specified in written notice issued by the LOCAL AUTHORITY;
- (d) carry out the matters referred to in paragraphs (b) and (c) at the GRANTOR's expense;
- (e) not make any alterations to the detention facility or elements thereof without prior consent in writing of the LOCAL AUTHORITY;
- (f) permit the LOCAL AUTHORITY or its authorised agents from time to time upon giving reasonable notice (but despite clause 2.7 in this instrument, at any time without notice in the case of an emergency) to enter and inspect the EASEMENT SITE for compliance with the requirements of this clause;
- (g) comply with the terms of any written notice issued by the LOCAL AUTHORITY in respect to the requirements of this clause within the time stated in the notice;

- 17.2 In the event of the GRANTOR failing to comply with the terms of any written notice served in respect of the matters in clause 17.1 above, the LOCAL AUTHORITY or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the System and recover from the GRANTOR/S



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the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the LOT BURDENED under section 88F of the ACT. In carrying out any work under this clause, the LOCAL AUTHORITY shall take reasonable precautions to ensure that the EASEMENT SITE is disturbed as little as possible.

**Name of the person empowered to release, vary or modify the positive covenant numbered 13 in the plan:**

Randwick City Council

**18 Terms of a positive covenant numbered 14 in the plan**

18.1 The GRANTOR covenants that it will obtain written consent from the LOCAL AUTHORITY (in a form required at law) prior to creating any right of exclusive use and enjoyment in respect of any whole or specified part of the LOT BURDENED comprising the following open areas intended for shared use by OWNERS and OCCUPIERS of the LOTS BURDENED:

- (a) the podium located on part of level 1 of lots 3, 5, 6, 7 and 8 in the PLAN;
- (b) the pool and gym located on part of level 1 of lot 7 in the PLAN; and
- (c) landscaped areas located on parts of level 1 throughout the LOTS BURDENED.

**Name of the person empowered to release, vary or modify the positive covenant numbered 14 in the plan:**

Randwick City Council

**19 Terms of right of access plant rooms numbered 15 in the plan**

19.1 Subject to the conditions in this easement, the GRANTOR grants the GRANTEE and its AUTHORISED USERS the right in common with the GRANTOR to:

- (a) enter, pass and repass over the EASEMENT SITE:
  - (i) on foot only;
  - (ii) with or without materials, tools and equipment;
  - (iii) for the purpose of accessing the plant rooms located on the LOT BURDENED and intended for shared use by or for the common benefit of the relevant GRANTEE and AUTHORISED USERS,



**DP1071735**

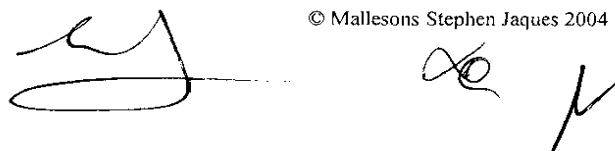
Plan of subdivision covered by Subdivision  
Certificate No. ~~5542/04~~ dated ~~5/11/04~~

- (b) use the plant rooms located on the LOT BURDENED according to a STRATA MANAGEMENT STATEMENT (or any shared facilities code adopted according to a STRATA MANAGEMENT STATEMENT) for using the plant rooms or, if no times are approved, the times approved by the GRANTOR (acting reasonably).
- 19.2 Subject to clause 4.2, the GRANTOR may make reasonable rules about the use of the EASEMENT SITE by GRANTEES and AUTHORISED USERS.
- 19.3 When they exercise their rights under this easement, the GRANTEE and its AUTHORISED USERS must ensure that they:
- (a) comply with any requirements under a STRATA MANAGEMENT STATEMENT (or any shared facilities code adopted according to a STRATA MANAGEMENT STATEMENT) about using the plant rooms or the EASEMENT SITE;
- (b) cause as little inconvenience as practicable to the GRANTOR or an OCCUPIER;
- (c) take all reasonable precautions to ensure that the GRANTOR is disturbed as little as possible;
- (d) take all reasonable precautions to ensure that the LOT BURDENED is disturbed as little as possible;
- (e) repair any damage which it causes to the LOT BURDENED or any plant, equipment, or other property of the GRANTOR;
- (f) give the GRANTOR 48 hours notice of their intention to access and/or carry out works within the EASEMENT SITE (or shorter notice in the case of an emergency, such notice to be reasonable in all the circumstances); and
- (g) comply with rules made by the GRANTOR according to clause 19.2.
- 19.4 The GRANTEE and its AUTHORISED USERS must not obstruct the use of EASEMENT SITE on the LOT BURDENED.
- 19.5 The GRANTEE acknowledges that the STRATA MANAGEMENT STATEMENT may contain provisions regarding access to and use of the plant rooms in PACIFIC SQUARE. The terms of the STRATA MANAGEMENT STATEMENT prevail to the extent of any inconsistency.

**20 Terms of right to use lift (F) numbered 16 in the plan**

- 20.1 Subject to the conditions in this easement, the GRANTOR grants the GRANTEE and its AUTHORISED USERS the right to use the lift located on the EASEMENT SITE:

- (a) on foot;



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- (b) with wheelchairs or other disabled access aids;
  - (c) without animals (but exempting guide dogs or hearing dogs for the visually or hearing impaired) or vehicles; and
  - (d) for the purpose of gaining access to the car park situated beneath the LOT BENEFITED.
- 20.2 Subject to clause 4.2, the GRANTOR may make reasonable rules about the use of the EASEMENT SITE by GRANTEES and AUTHORISED USERS.
- 20.3 When they exercise their rights under this easement, the GRANTEE and its AUTHORISED USERS must ensure that:
  - (a) comply with any requirements under a STRATA MANAGEMENT STATEMENT (or any shared facilities code adopted according to a STRATA MANAGEMENT STATEMENT) about using the lift;
  - (b) they do not disturb the OCCUPIERS of the LOT BURDENED or other occupiers of PACIFIC SQUARE;
  - (c) take all reasonable precautions to ensure no structural or other damage is caused to the lift or the LOT BURDENED in exercising the rights under this easement;
  - (d) they do not permitted to use the lift for transporting goods and heavy articles and equipment in excess of the maximum weight specified by the manufacturer; and
  - (e) comply with rules made by the GRANTOR according to this easement.
- 20.4 The GRANTEE and its AUTHORISED USERS may exercise their rights under this easement to use the lift in the EASEMENT SITE only between:
  - (a) the basement level 1 and the ground floor of the PACIFIC SQUARE building if the LOT BENEFITED is lot 2 or 4 in the PLAN;
  - (b) the basement level 1 and level 1 of the LOT BENEFITED if the LOT BENEFITED is lot 5, 6, 7 or 8 in the PLAN.
- 20.5 The GRANTOR (or the BUILDING MANAGEMENT COMMITTEE if so empowered under the STRATA MANAGEMENT STATEMENT) may install in the lift security devices to prevent the GRANTEE and its AUTHORISED USERS entering or exiting the lift on other levels.
- 20.6 The GRANTOR may temporarily suspend access to, and use of, parts of the EASEMENT SITE in an emergency or for maintenance purposes on the following conditions:
  - (a) except in an emergency, the GRANTOR must give reasonable notice of its intention to suspend access to or use of parts of the EASEMENT SITE by notice posted on or near the relevant area; and



Pla

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- (b) the GRANTOR must suspend access to and use of parts of the EASEMENT SITE only for the period required to remedy an emergency or maintain the EASEMENT SITE.
- 20.7 GRANTEES and its AUTHORISED USERS must promptly repair any damage which they cause to the lift or the EASEMENT SITE.
- 20.8 Subject to the DEVELOPMENT ACT and any STRATA MANAGEMENT STATEMENT, the GRANTOR must repair and maintain the lift in the EASEMENT SITE at its cost and pay all costs associated with the operation, insurance, certification and inspection of the lift.
- 21 Terms of right of access variable width (G) numbered 17 in the plan**
- 21.1 Subject to the conditions in this easement, the GRANTOR grants the right for the GRANTEE and its AUTHORISED USERS to enter, pass and repass over:
- (a) those parts of the EASEMENT SITE that exist at the date this instrument is registered; and
  - (b) those parts of the EASEMENT SITE constructed within the LOT BURDENED after this instrument is registered and up to the date the occupation certificate is issued for the LOT BURDENED;
  - (c) at all times;
  - (d) on foot;
  - (e) with wheelchairs or other disabled access aids;
  - (f) without animals (but exempting guide dogs or hearing dogs for the visually or hearing impaired) or vehicles; and
  - (g) for the purpose of access between the visitor parking located on lot 3 in the PLAN and the LOT BENEFITED.
- 21.2 When they exercise their rights under this easement, the GRANTEE and its AUTHORISED USERS must:
- (a) repair damage which they cause to the EASEMENT SITE; and
  - (b) cause as little inconvenience as practicable to the GRANTOR or an OCCUPIER.
- 21.3 The GRANTEE and its AUTHORISED USERS must not obstruct the use of the LOT BURDENED.

Pla

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- 21.4 The GRANTEE acknowledges that the STRATA MANAGEMENT STATEMENT may contain provisions regarding access to and use of the EASEMENT SITE. The terms of the STRATA MANAGEMENT STATEMENT prevail to the extent of any inconsistency.



Pl:

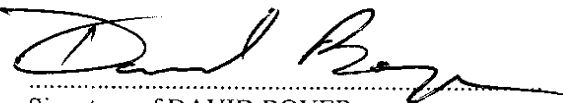
**DP1071735**

Plan of subdivision covered by Subdivision  
Certificate No. ~~SS48/04~~ dated ~~5/11/04~~


**Execution**

***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

***Randwick City Council***

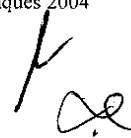
Easement instrument - Pacific Square Stage 1 subdivision  
6 August 2004

Signed by authorised officer of  
Randwick City Council



© Mallesons Stephen Jaques 2004

SS48/04 5/11/04.



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PI

Plan of subdivision covered by Subdivision  
Certificate No. 5542/09 dated 5/11/04

**DP1071735**

*Mortgagees*

Signed sealed and delivered by Nigel Dwyer as attorney for ANZ  
Financial Services Pty Ltd. ABN 91 100 709 493 under Power of Attorney  
Registered in NSW as Book 4395 No. 584

witness:



[Signature]  
Attorney

name of witness: JOHN CLARDY

Dated at Sydney this 12th Day of NOVEMBER 2004  
Executed by Australia and New Zealand Banking Group  
Limited (ACN 005 357 522)  
signed by its Attorney ADAM LUTHER  
who certifies that he is Manager Property & Construction  
Finance pursuant to Power of Attorney Registered  
No. 564 Book 1388

Signed in the presence of [Signature]  
(Signature)

AMELIA TAYLOR HUTCHINSON  
(Print Name)

BANK OFFICER  
(Title)

**Kylie Arigho**  
Signed in my presence for and on behalf of Perpetual Nominees  
Limited (A.C.N. 000 733 700) by its Attorneys  
**MANAGER** **JOHN BOWEN**  
**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 21/5/02 (Registration No. 4542/04) and that  
he/she has no notice of the revocation of his/her powers.

[Signature] [Signature]  
Signature of Witness Signature of Attorney  
Vanessa Milosev  
Full name of Witness Signature of Attorney

REGISTERED  14-1-2005

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

Name, Address or DX and Telephone

LLPN: 123008U

Mallesons Stephen Jaques

DX 113 Sydney

T +61 2 9296 2000

CODE

41J

Reference (optional): 02-5176-3232

(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 Panorama; 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<sup>b</sup>(~~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~~<sup>West</sup> 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:

<b>“Member benefited</b>
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:

<b>“Member benefited</b>
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:

<b>“Member benefited</b>
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:

<b>“Member benefited</b>
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:

<b>“Member benefited</b>
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:

<b>“Member benefited</b>
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:

<b>"Member benefited"</b>
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:

<b>"Member benefited"</b>
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:

<b>"Member benefited"</b>
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:

<b>"Member benefited"</b>
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:

<b>"Member benefited"</b>
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:

<b>"Member benefited"</b>
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:

<b>"Member benefited"</b>
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:

<b>SF</b>	<b>Shared Facility</b>	<b>Description</b>	<b>Member benefited</b>
SF46	<b>Hydraulic Plant Rooms</b>	<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"> <li>• pump assemblies;</li> <li>• valves and piping; and</li> <li>• electricity costs.</li> </ul> <p>Excludes:</p> <ul style="list-style-type: none"> <li>• costs for water consumption; and</li> <li>• water pipes that are for the exclusive use of a Member, an Owner or an Occupier.</li> </ul>	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:

<b>“Member benefited</b>
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:

<b>SF</b>	<b>Shared Facility</b>	<b>Description</b>	<b>Member benefited</b>
SF50	<b>Retail Lift on Maroubra Rd</b>	<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"> <li>• maintenance;</li> <li>• cleaning; and</li> <li>• electricity costs.</li> </ul> <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:

<b>SF</b>	<b>Shared Facility</b>	<b>Description</b>	<b>Member benefited</b>
SF51	<b>Fire Stair and ground floor lobby to Service Retail West</b>	<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"> <li>• cleaning;</li> <li>• ventilation;</li> <li>• lighting; and</li> <li>• access to and from the fire stairs.</li> </ul> <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	<b>Sewer Pump</b>	<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"> <li>• pump out chambers;</li> <li>• pumps cabling;</li> <li>• rising mains;</li> <li>• electricity;</li> <li>• maintenance; and</li> <li>• repairs.</li> </ul>	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	<b>Botanica Fire Stairs and AC plant access</b>	<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"> <li>• cleaning;</li> <li>• ventilation;</li> <li>• lighting; and</li> <li>• access to and from the fire stairs.</li> </ul> <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

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**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.

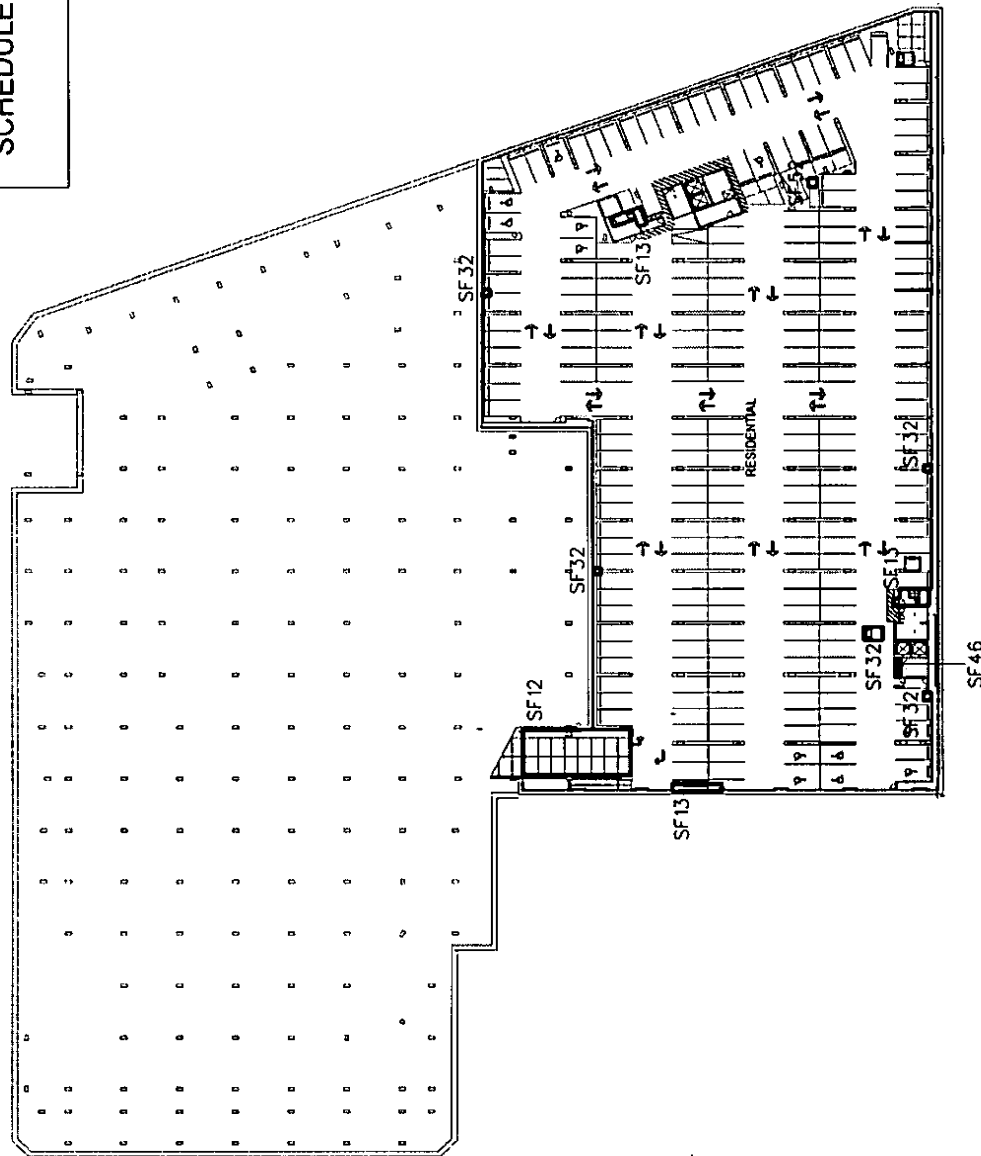
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## **14 Amendment of schedule 4 “Shared Facilities Plan”**

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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REFER TO:  
**SCHEDULE 1- LIST OF SHARED FACILITIES**  
 FOR DETAILS



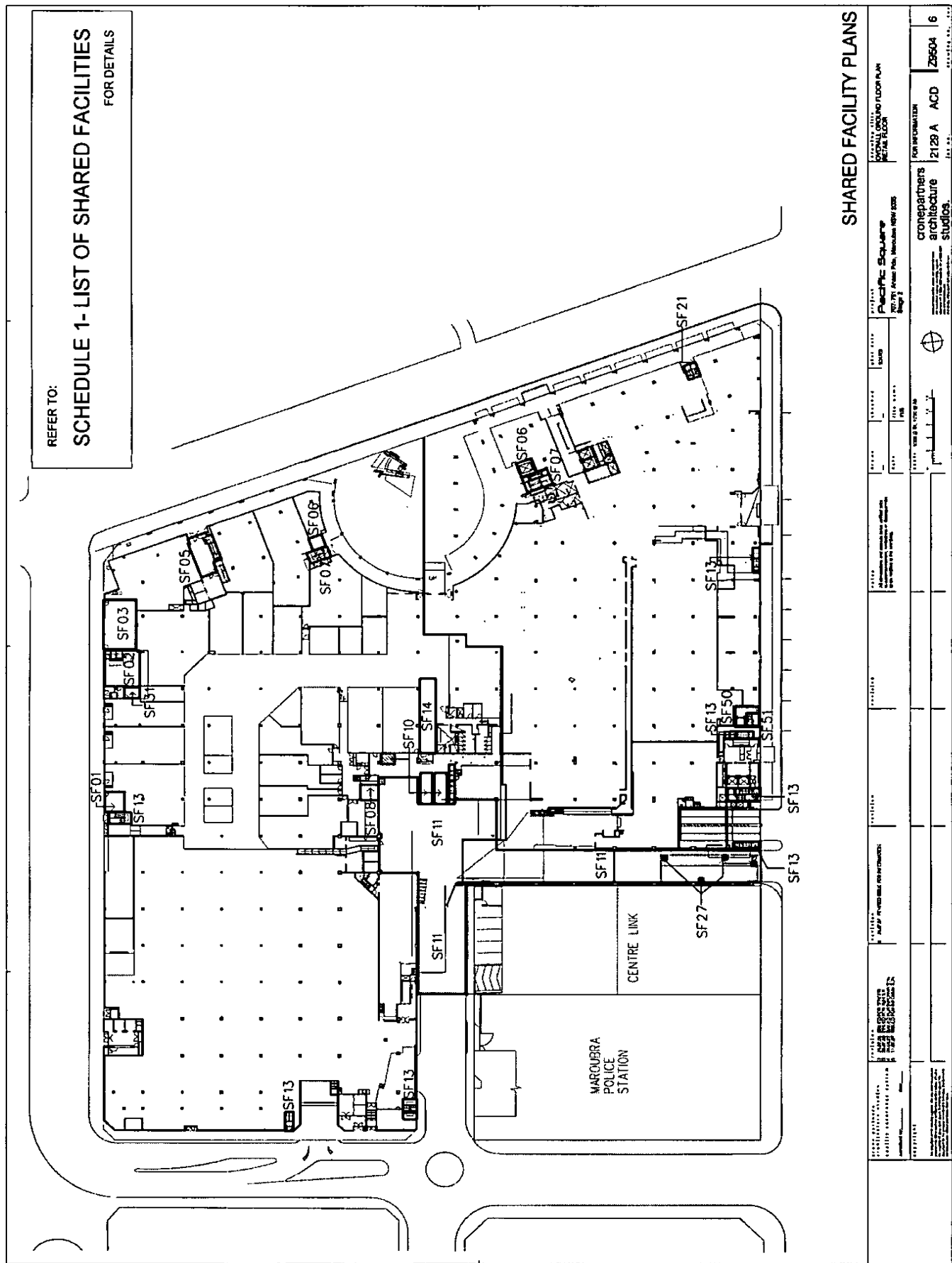
**SHARED FACILITY PLANS**

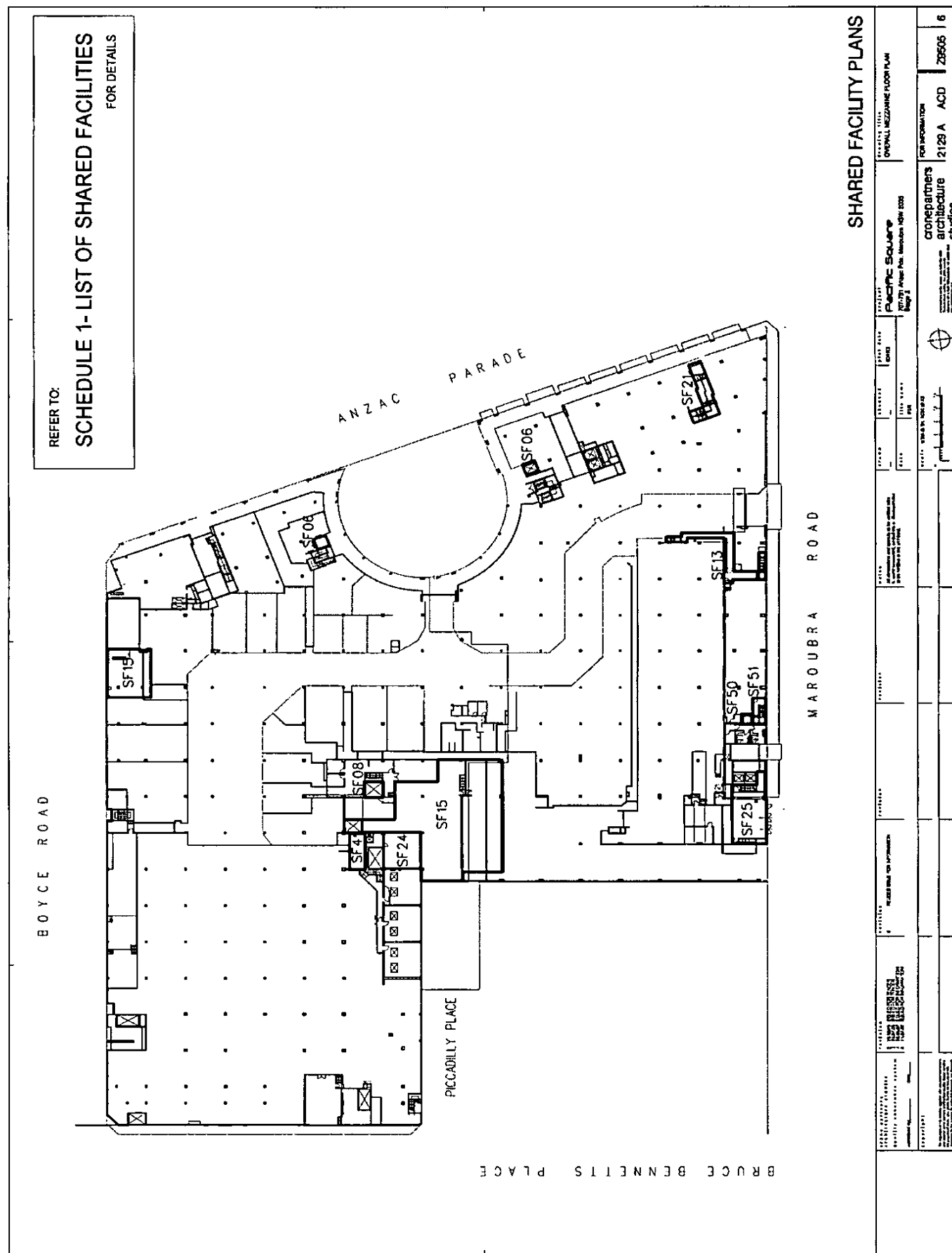
PROJECT <b>Pacific Square</b> 707-731 Avenue Road, Melbourne VIC 3008 Stage 2	DRAWING TITLE <b>SHARED FACILITY FLOOR PLAN</b> RESIDENTIAL COMMONS	DATE 15/02/2024	SCALE 1:100	DRAWN BY J. SMITH	CHECKED BY M. JONES	APPROVED BY P. BROWN	PROJECT NO. 17708	SHEET NO. 19
CLIENT <b>conepartners architecture studios</b>	PROJECT NO. 17708	DATE 15/02/2024	SCALE 1:100	DRAWN BY J. SMITH	CHECKED BY M. JONES	APPROVED BY P. BROWN	PROJECT NO. 17708	SHEET NO. 19
FOR INFORMATION 2129 A ACD	2129 A ACD	2129 A ACD	2129 A ACD	2129 A ACD	2129 A ACD	2129 A ACD	2129 A ACD	2129 A ACD





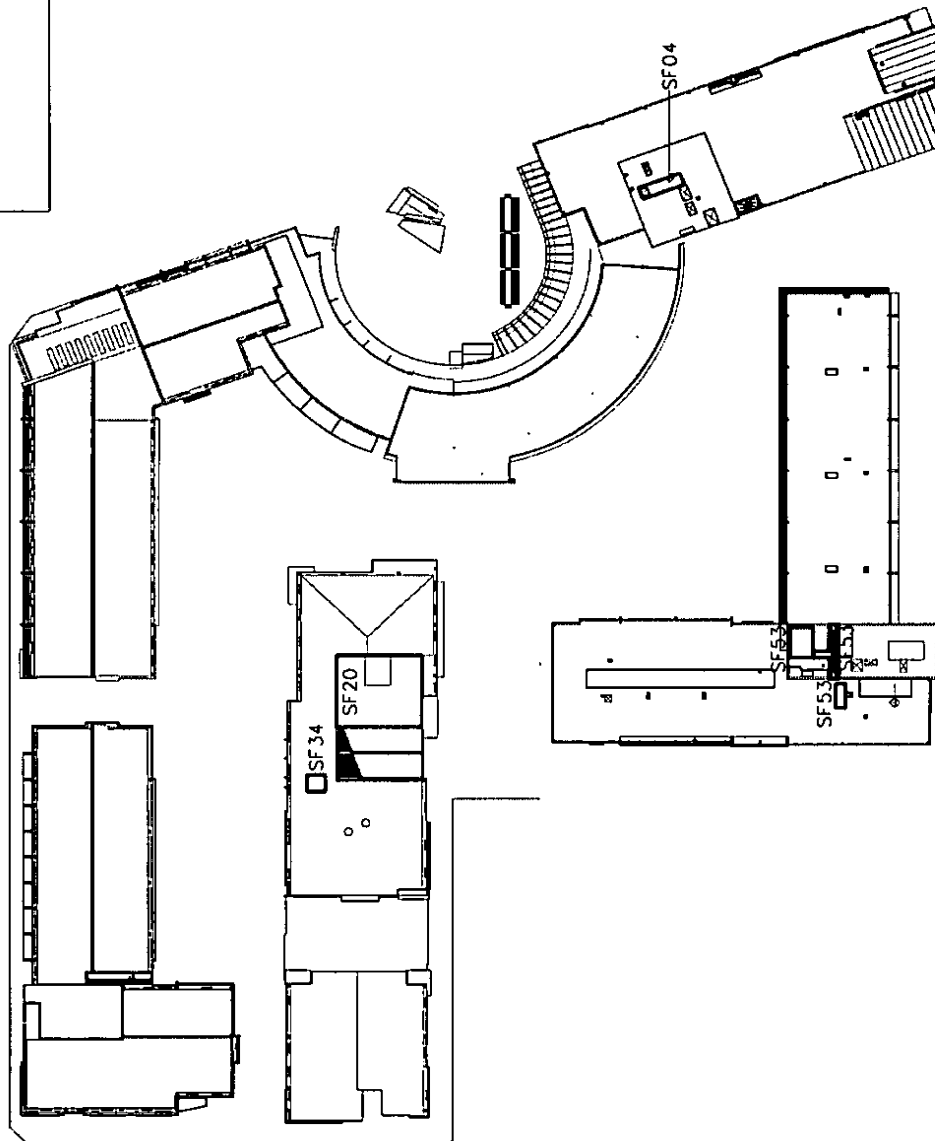








REFER TO:  
**SCHEDULE 1- LIST OF SHARED FACILITIES**  
FOR DETAILS



**SHARED FACILITY PLANS**

PROJECT INFORMATION		PROJECT NAME		PROJECT NO.		PROJECT DATE	
PROJECT NO.		PROJECT NAME		PROJECT NO.		PROJECT DATE	
PROJECT NO.		PROJECT NAME		PROJECT NO.		PROJECT DATE	
PROJECT NO.		PROJECT NAME		PROJECT NO.		PROJECT DATE	
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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

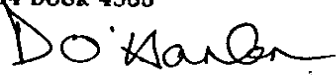
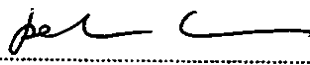
Parties:

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

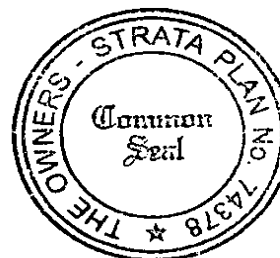
## CONSENTS (cont)


### 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

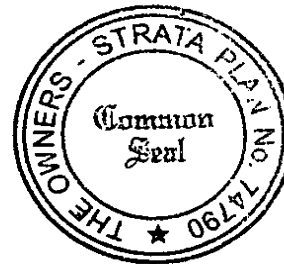
### CONSENTS (cont)


#### 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)

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### 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.

<b>MOTION 3</b>	<b>AMENDMENT TO STRATA MANAGEMENT STATEMENT</b>	<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"> <li>(a) consent to Mallesons Stephen Jaques signing on its behalf the Request Form to amend the Strata Management Statement according to motion 1.;</li> <li>(b) consent to the executed Request Form being lodged for registration at Land &amp; Property Information (NSW); and</li> <li>(c) take all necessary steps to effect registration with Land &amp; Property Information (NSW) of the Request Form.</li> <li>(d) take all necessary steps to effect registration with Land &amp; 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).</li> </ul>
<b>MOTION 4</b>	<b>NEXT MEETING</b>	RESOLVED the next meeting of the building management committee meeting will be held Thursday, 8 <sup>th</sup> November in the building managers office at 9.30 am.
<b>CLOSURE</b>		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)**

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### **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)

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## 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:

KALIN LIN

Witness

KALIN 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: \_\_\_\_\_

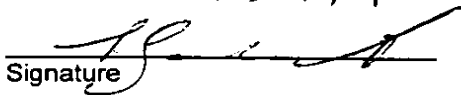
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

#### For signature where the Lessee is a company

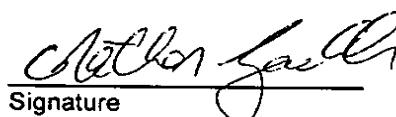
Executed by Sean Terence Garlick

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

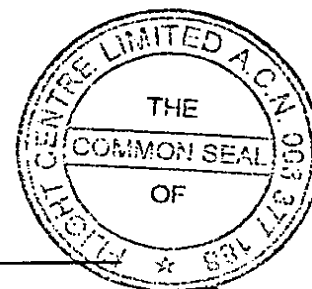
Print Full Name & Insert Position held  
(whether director or secretary)

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

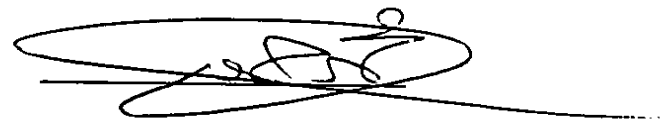
The Lessee hereby consents to the registration with the Office of Land & Property Information NSW of the following documents:

- 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

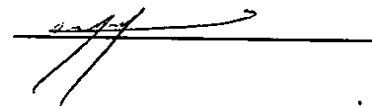


In the presence of:

MOHAMAD. CHUKP

Witness

Print Name



#### For signature where the Lessee is a company

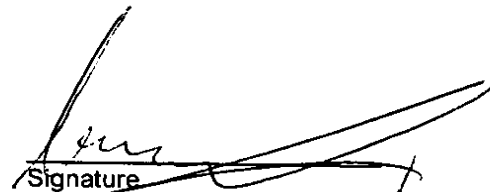
Executed by

ACN 082 330 345

Signature

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

Date 12/9/07



Hussien. 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

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 Peter Sam Kazacos

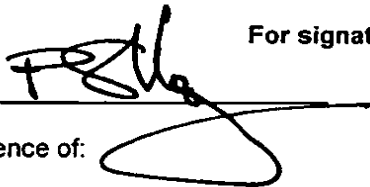
Premises means Shop No. 012 in Lot 2 DP 1071735 under registered lease number AC38828

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

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

Date 06/09/07

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 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



In the presence of:

Laila Metlege

Witness

Laila Metlege

Print Name

Signed by



In the presence of:

Laila Metlege

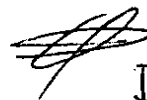
Witness

Laila Metlege

Print Name

ROBERT METLEGE

GARY JACKSON



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**

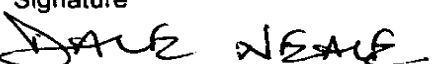
\_\_\_\_\_  
**Print Name**

#### For signature where the Lessee is a company

**Executed by**

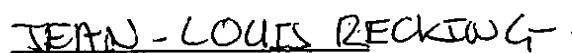
**ACN**

  
\_\_\_\_\_  
**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]

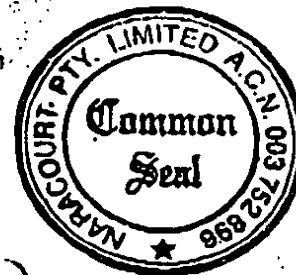
ATHANASIOS NAYM  
Print Full Name & Insert Position held  
(whether director or secretary)

Date 19 Sept 2007

Signature [Signature]

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

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## 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**

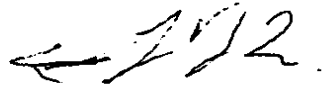
056 608 792 

**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

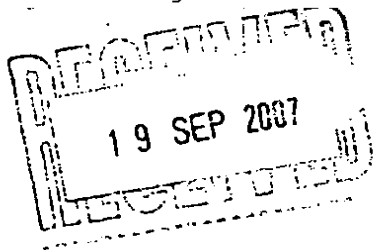
Julia Zhou (director)

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

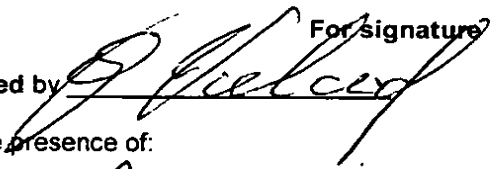
Premises means Shop No. 022 in Lot 2 DP 1071735 under registered lease number AC38838

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

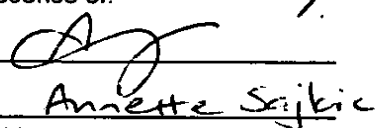
Signed by



In the presence of:

Giovanni Velcich

Witness



Print Name

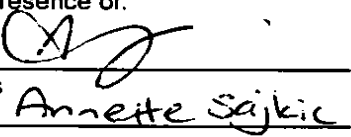
Signed by



In the presence of:

Mary Velcich

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 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 <sup>SK.</sup>

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 \_\_\_\_\_

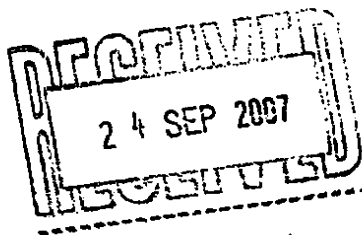
Print Full Name & Insert Position held  
(whether director or secretary)

Date 5-09-07

Signature [Signature]

SISTERIOS 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

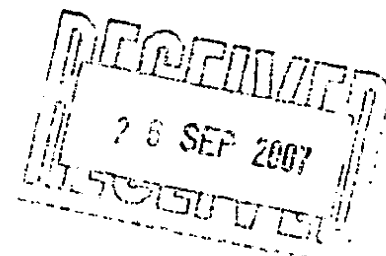
Signature \_\_\_\_\_

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

Date 24-09-07

Signature \_\_\_\_\_

SORRIS 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:

ZHIDE SHEN

Witness

A. SHEN

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 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 \_\_\_\_\_

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: \_\_\_\_\_

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:

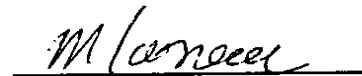
LOUISE MOTT  
Witness  
LOUISE MOTT  
Print Name



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 ~~09112699~~ 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

CI. 25 (1) (F) / ~~CI. 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

Cl. 25(1)(F)+Cl. 26(1)(L)

Strata Schemes (Freehold Development) Act 1973

~~Strata Schemes (Leasehold Development) Act 1986~~

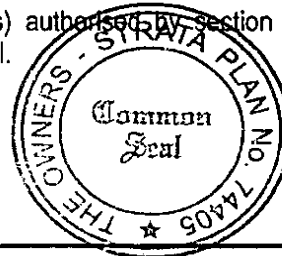
### Certificate of Owners Corporation

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 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. 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

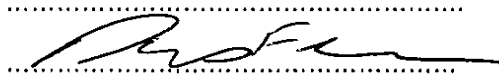
~~Strata Schemes (Leasehold Development) Act 1986~~

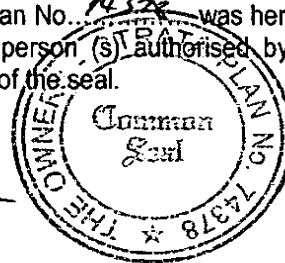
### Certificate of Owners Corporation

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:

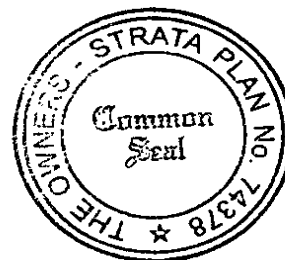
~~\* issue by the \* local council/ \* accredited certifier on ..... of a certificate referred to in \* section 9(3)(b) \* section 11(2)(b).~~

~~\* 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"> <li>(a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 1.1;</li> <li>(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;</li> <li>(c) consent to the executed Request Form being lodged for registration at Land &amp; Property Information (NSW); and</li> <li>(d) take all necessary steps to effect registration with Land &amp; 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).</li> </ul>
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"> <li>(a) consent to the release of easement benefiting the common property; and</li> <li>(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</li> <li>(c) consent to the lodgement for registration at Land and Property Information (NSW) the executed cancellation or extinguishment of easement form; and</li> <li>(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</li> <li>(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.</li> </ul>
CLOSURE		<p>There being no further business the chairperson declared the meeting closed at 9.17 am.</p>

*LD 11-10-07*

CHAIRPERSON \_\_\_\_\_

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  
 abn 30 096 175 709

*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

<b>MOTION 1</b>	<b>MINUTES</b>	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.
<b>MOTION 2</b>	<b>FINANCIAL STATEMENTS</b>	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.
<b>MOTION 3</b>	<b>AUDITOR</b>	RESOLVED that an auditor be appointed as auditors for the owners corporation for the financial year ending 30 June 2008.
<b>MOTION 4</b>	<b>VALUATION</b>	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.

<b>MOTION 5</b>	<b>OFFICE BEARERS LIABILITY</b>	<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>
<b>MOTION 6</b>	<b>EXECUTIVE COMMITTEE</b>	<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>
<b>MOTION 7</b>	<b>RESTRICTED MATTERS</b>	<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>
<b>MOTION 8</b>	<b>SINKING FUND ASSESSMENT / BUILDING DIAGNOSTIC REPORT</b>	<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>
<b>MOTION 9</b>	<b>BUDGET</b>	<p>RESOLVED that the statement of estimated receipts and payments (Budget) presented by Strata Plus Pty Limited be adopted.</p>
<b>MOTION 10</b>	<b>LEVIES</b>	<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"> <li>(a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 1.1;</li> <li>(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;</li> <li>(c) consent to the executed Request Form being lodged for registration at Land &amp; Property Information (NSW); and</li> <li>(d) take all necessary steps to effect registration with Land &amp; 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).</li> </ul>
CLOSURE		There being no further business the chairperson declared the meeting closed at 4.22 pm.

LD 11-10-07

CHAIRPERSON

DATE



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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.

<b>MOTION 5</b>	<b>OFFICE BEARERS LIABILITY</b>	<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>						
<b>MOTION 6</b>	<b>EXECUTIVE COMMITTEE</b>	<p>RESOLVED that the executive committee be elected.</p> <p>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:</p> <table border="0"> <tr> <td>Aadil Lakdawalla</td><td>Lot 36</td></tr> <tr> <td>Maria Lee</td><td>Lot 73</td></tr> <tr> <td>Patrick Yong</td><td>Lot 77</td></tr> </table> <p>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.</p>	Aadil Lakdawalla	Lot 36	Maria Lee	Lot 73	Patrick Yong	Lot 77
Aadil Lakdawalla	Lot 36							
Maria Lee	Lot 73							
Patrick Yong	Lot 77							
<b>MOTION 7</b>	<b>RESTRICTED MATTERS</b>	<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>						
<b>MOTION 8</b>	<b>SINKING FUND ASSESSMENT / BUILDING DIAGNOSTIC REPORT</b>	<p>a) RESOLVED that the owners corporation review the sinking fund assessment as obtained April 2007</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 DEFERRED</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>						
<b>MOTION 9</b>	<b>BUDGET</b>	<p>RESOLVED that the statement of estimated receipts and payments (Budget) presented by Strata Plus Pty Limited be adopted.</p>						
<b>MOTION 10</b>	<b>LEVIES</b>	<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 \$337,955.56 (Inc. 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 \$66,846.76 (Inc 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>						

<b>MOTION 11</b>	<b>AMENDMENT TO STRATA MANAGEMENT STATEMENT</b>	<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"> <li>(a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 1.1;</li> <li>(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;</li> <li>(c) consent to the executed Request Form being lodged for registration at Land &amp; Property Information (NSW); and</li> <li>(d) take all necessary steps to effect registration with Land &amp; 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).</li> </ul>
<b>MOTION 12</b>	<b>SURRENDER OF EASEMENT</b>	<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"> <li>(a) consent to the release of easement 1 in DP620388 benefiting the common property; and</li> <li>(b) sign and affix its common seal to a cancellation or extinguishment of easement form; and</li> <li>(c) consent to the lodgment for registration at Land and Property Information (NSW) the executed cancellation or extinguishment of easement form; and</li> <li>(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</li> <li>(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.</li> </ul>



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.

STRATA

PLUS

Professional Strata Management Services  
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		(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"> <li>(a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 1.1;</li> <li>(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;</li> <li>(c) consent to the executed Request Form being lodged for registration at Land &amp; Property Information (NSW); and</li> <li>(d) take all necessary steps to effect registration with Land &amp; 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).</li> </ul>
CLOSURE		There being no further business the chairperson declared the meeting closed at 9.06 am.

*ND* 11-10-07

CHAIRPERSON

DATE

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

**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"> <li>the master data logging system for the gas supply to all components of Pacific Square;</li> <li>main gas regulator;</li> <li>gas pipes, wires, cables and ducts exclusively servicing Shared Facilities;</li> <li>ventilation;</li> <li>gas pipes, wires, cables and ducts that service more than one component of Pacific Square; and</li> <li>cleaning.</li> </ul> <p>This Shared Facility excludes:</p> <ul style="list-style-type: none"> <li>costs for gas consumption;</li> <li>gas pipes, wires, cables and ducts which are for the exclusive use of a Member, an Owner or an Occupier;</li> <li>gas meters located inside Apartments, Suites or a Stratum Lot; and</li> <li>lighting costs.</li> </ul>	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"> <li>• electrical wires, cables and ducts exclusively servicing Shared Facilities;</li> <li>• switchboard;</li> <li>• ventilation system;</li> <li>• electrical wires, cables and ducts that service more than one component of Pacific Square; and</li> <li>• cleaning.</li> </ul> <p>This excludes:</p> <ul style="list-style-type: none"> <li>• costs for electrical consumption;</li> <li>• electrical wires, cables and ducts that are for the exclusive use of a Member, an Owner or an Occupier; and</li> <li>• lighting costs.</li> </ul>	Boulevard, Northerly, Panorama, Retail Carpark, Main Retail, Service Retail North and Anzac Retail

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"> <li>the electrical transformers and other equipment servicing the electrical substation that are the property of Energy Australia;</li> <li>lighting; and</li> <li>cleaning costs.</li> </ul>	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"> <li>electricity;</li> <li>electrical wires, cables and ducts;</li> <li>fans;</li> <li>motors;</li> <li>the kitchen exhaust system to the point of discharge; and</li> <li>cleaning.</li> </ul> <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"> <li>• cleaning; and</li> <li>• electricity costs for lighting etc.</li> <li>• Maintenance of lifts.</li> </ul> <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"> <li>• maintenance;</li> <li>• cleaning; and</li> <li>• electricity costs.</li> </ul> <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"> <li>• maintenance;</li> <li>• cleaning; and</li> <li>• lighting and electricity costs.</li> </ul> <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"> <li>• maintenance;</li> <li>• cleaning; and</li> <li>• electricity costs.</li> </ul> <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"> <li>• building insurance premiums; and</li> <li>• public liability insurance; and</li> <li>• premiums under other policies effected by the Committee according to the management statement; and</li> <li>• excess on insurance policies effected by the Committee; and</li> <li>• valuations of the building for insurance purposes; and</li> <li>• insurance broker fees; and</li> </ul> <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"> <li>• electricity;</li> <li>• electric hot water heaters;</li> <li>• hose taps and connected hoses;</li> <li>• the cost of garbage compaction and removal;</li> <li>• ventilation system for the area;</li> </ul>	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"> <li>garbage bins and receptacles located in the area;</li> <li>water costs; and</li> <li>cleaning costs.</li> </ul> <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"> <li>lighting costs and electricity;</li> <li>hose taps and connected hoses;</li> <li>ventilation system for the area;</li> <li>cleaning costs; and</li> <li>line markings and signage.</li> </ul>	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"> <li>line marking in the driveways and ramps;</li> </ul>	Boulevard, Northerly, Panorama, Axis, Botanica, Service Retail North, Service Retail West

SF	Shared Facility	Description	Member benefited
		<ul style="list-style-type: none"> <li>• signage in the driveways and ramps; and</li> <li>• repair and maintenance of the roller shutter, driveways and ramps.</li> </ul> <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"> <li>• cleaning;</li> <li>• ventilation; and</li> <li>• lighting.</li> </ul> <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"> <li>• repair and maintenance of the travelator;</li> </ul>	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"> <li>• cleaning costs; and</li> <li>• electricity costs.</li> </ul>	
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"> <li>• shared air-conditioning plant;</li> <li>• repair, energy usage and maintenance of the shared air-conditioning plant;</li> <li>• shared ventilation plant;</li> <li>• smoke extraction system,</li> <li>• gas, water, drainage;</li> <li>• cleaning; and</li> <li>• lighting costs.</li> </ul> <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"> <li>• the cost of signage;</li> <li>• cleaning;</li> <li>• pool chemicals;</li> <li>• lighting and electricity;</li> <li>• plant and equipment;</li> <li>• ventilation system;</li> <li>• gas, water and drainage; and</li> <li>• landscaping and other costs associated with operating and maintaining the pool facility including its surrounding areas.</li> </ul> <p>The gym includes:</p> <ul style="list-style-type: none"> <li>• cleaning;</li> <li>• repairs and maintenance;</li> <li>• ventilation system;</li> <li>• lighting, electricity; and</li> <li>• consumables (eg toilet paper) and other costs associated with operating the gym facility.</li> </ul>	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"> <li>• signage;</li> <li>• maintenance of children's play area;</li> <li>• cleaning;</li> <li>• regular gardening and landscape maintenance (including furniture);</li> <li>• lighting, electrical power;</li> <li>• operating, repairing and maintaining the irrigation system; and</li> <li>• access to the retail smoke exhaust fans.</li> </ul>	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"> <li>• repairs and maintenance;</li> <li>• consumables;</li> <li>• cleaning; and</li> <li>• electricity costs.</li> </ul>	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"> <li>• all plant and equipment;</li> <li>• motors, fans, wires, cables and ducts;</li> <li>• reticulation piping;</li> <li>• condenser water pumps;</li> <li>• electricity costs and water consumption; and</li> <li>• maintenance and repairs.</li> </ul> <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"> <li>• fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system;</li> <li>• the sprinkler system including all booster pumps, valves pipe work and electrical components that form part of the fire sprinkler system;</li> <li>• fire extinguishers;</li> <li>• emergency warning intercommunication system (EWIS) and fire alarm systems including speakers, alarms and associated electrical components;</li> <li>• the fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system;</li> <li>• emergency lighting system including all light fittings, batteries</li> </ul>	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"> <li>• fire indicator panel and mimic panel together with their associated electrical components (including pans and ducting work);</li> <li>• ventilation system to fire control plant area;</li> <li>• retail smoke control;</li> <li>• fire control equipment; and</li> <li>• the fire stairs providing access to open space.</li> </ul> <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"> <li>• electrical wires, cables and ducts;</li> <li>• fans;</li> <li>• motors;</li> </ul>	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"> <li>the garage exhaust system to the point of discharge;</li> <li>cleaning and maintenance of equipment and rooms; and</li> <li>electricity and lighting costs.</li> </ul>	
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"> <li>the electrical transformers and other equipment servicing the electrical substation that are the property of Energy Australia;</li> <li>lighting; and</li> <li>cleaning costs.</li> </ul>	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"> <li>management fees and other fees that the Committee must pay the Strata Manager according to their agreement;</li> <li>other costs incurred by the Committee according to its agreement with the Strata Manager;</li> <li>audit fees incurred by the Committee; and</li> <li>costs incurred by the Committee to maintain its records</li> </ul>	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"> <li>all equipment, pipes, cables and ducts ancillary to the operation of the tanks; and</li> <li>cleaning.</li> </ul>	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"> <li>costs for water consumption; and</li> <li>water pipes that are for the exclusive use of a Member, an Owner or an Occupier.</li> </ul>	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"> <li>(a) security guards contracted by the Committee to provide manned security services and patrols for Pacific Square;</li> <li>(b) Security Keys (and equipment for encoding Security Keys);</li> <li>(c) security cameras in Common Property and Shared Facilities;</li> </ul>	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	<b>Facilities Management Services</b>	<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	<b>MDF Room 1</b>	<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"> <li>• all telephone equipment other than the property of the service;</li> <li>• all wiring; and</li> <li>• ventilation.</li> </ul>	All members except Retail Carpark and Service Retail West
SF32	<b>Subsurface Drainage System</b>	<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"> <li>• equipment, repairs and maintenance</li> <li>• trade waste maintenance;</li> <li>• water; and</li> <li>• drainage.</li> </ul>	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"> <li>• all electrical meters;</li> <li>• distribution boards; and</li> <li>• ventilation.</li> </ul>	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"> <li>• electrical wires, cables and ducts and exclusively servicing Shared Facilities;</li> <li>• switchboard;</li> <li>• ventilation;</li> <li>• electrical wires, cables and ducts that services more than one component of Pacific Square; and</li> <li>• cleaning.</li> </ul> <p>This excludes:</p> <ul style="list-style-type: none"> <li>• costs for electrical consumption;</li> <li>• electrical wires, cables and ducts that are for the exclusive use of a Member, an Owner or an Occupier; and</li> <li>• lighting costs.</li> </ul>	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"> <li>• all electrical meters;</li> </ul>	Axis

SF	Shared Facility	Description	Member benefited
		<ul style="list-style-type: none"> <li>• distribution boards; and</li> <li>• ventilation.</li> </ul>	
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"> <li>• all electrical meters;</li> <li>• distribution boards; and</li> <li>• ventilation.</li> </ul>	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"> <li>• Panorama pump assembly;</li> <li>• retail water supply pump assembly;</li> <li>• all pipework and valves; and</li> <li>• all metering not the property of the water supply authority.</li> </ul> <p>Hydraulic infrastructure excludes:</p> <ul style="list-style-type: none"> <li>• costs for water consumption; and</li> <li>• water pipes that are for the exclusive use of a Member, an Owner or an Occupier.</li> </ul>	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"> <li>• all electrical meters;</li> <li>• all electrical wiring;</li> <li>• switchboard and other distribution boards; and</li> <li>• ventilation.</li> </ul>	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"> <li>• pump assemblies; and</li> <li>• water meters, valves and piping.</li> </ul> <p>This excludes:</p> <ul style="list-style-type: none"> <li>• costs for water consumption; and</li> <li>• water pipes that are for the exclusive use of a Member, and Owner or an Occupier.</li> </ul>	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"> <li>• all telephone equipment other than the property of the service.</li> <li>• all wiring.</li> <li>• ventilation.</li> </ul>	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"> <li>• all electrical meters;</li> <li>• distribution boards; and</li> <li>• ventilation.</li> </ul>	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"> <li>• all electrical meters;</li> <li>• distribution boards; and</li> <li>• ventilation.</li> </ul>	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"> <li>• all electrical meters;</li> <li>• distribution boards; and</li> <li>• ventilation.</li> </ul>	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"> <li>• pump assemblies;</li> <li>• valves and piping; and</li> <li>• electricity costs.</li> </ul> <p>Excludes:</p> <ul style="list-style-type: none"> <li>• costs for water consumption; and</li> <li>• water pipes that are for the exclusive use of a Member, an Owner or an Occupier.</li> </ul>	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"> <li>• pump assemblies;</li> <li>• water meters, valves and piping.</li> </ul> <p>This excludes:</p> <ul style="list-style-type: none"> <li>• costs for water consumption; and</li> <li>• water pipes that are for the exclusive use of a Member, an Owner or an Occupier.</li> </ul>	
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"> <li>• lighting and electricity;</li> <li>• hose taps and connected hoses;</li> <li>• electric hot water heaters;</li> <li>• ventilation systems;</li> <li>• water costs</li> </ul> <p>This excludes costs incurred to:</p> <ul style="list-style-type: none"> <li>• transport garbage and recyclable materials to the Loading Dock Area for collection by the Members, Owners or Occupiers;</li> <li>• cleaning costs; and</li> <li>• costs of supplying garbage bins and receptacles.</li> </ul>	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"> <li>• maintenance;</li> <li>• cleaning; and</li> <li>• electricity costs.</li> </ul> <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"> <li>• cleaning;</li> <li>• ventilation;</li> <li>• lighting; and</li> <li>• access to and from the fire stairs.</li> </ul>	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"> <li>• pump out chambers;</li> <li>• pumps cabling;</li> <li>• rising mains;</li> <li>• electricity;</li> <li>• maintenance; and</li> <li>• repairs.</li> </ul>	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"> <li>• cleaning;</li> <li>• ventilation;</li> <li>• lighting; and</li> <li>• access to and from the fire stairs.</li> </ul> <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"> <li>• computer hardware and software;</li> <li>• various plant points and panels; and</li> <li>• maintenance of above.</li> </ul>	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"> <li>• awnings;</li> <li>• lights;</li> <li>• columns;</li> <li>• pedestrian pathways; and</li> <li>• cleaning and maintenance of above.</li> </ul>	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

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**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)
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	
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)
	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.

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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	
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

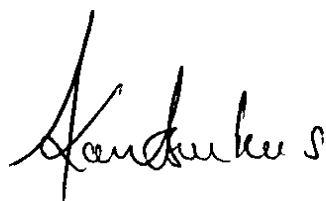
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### 1 Mortgagee Consent

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

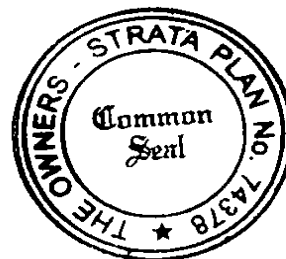
In accordance with Motion 2 ("Amendment to Strata Management Statement") of the Extraordinary General Meeting of The Owners - Strata Plan No. 74378 held on Thursday 3 March 2011 the owners corporation approves the changes to the Strata Management Statement as tabled at that meeting and reproduced in 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.

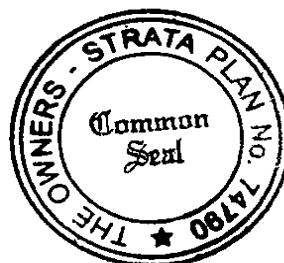
THE COMMON SEAL of THE )  
OWNERS - STRATA PLAN NO. 74790 )  
is affixed on *2 June* 2011 )  
in the presence of )

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 18 February 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.

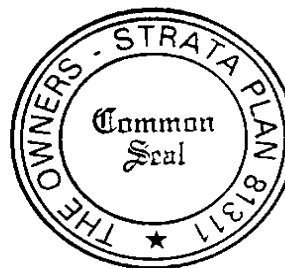
THE COMMON SEAL of THE )  
OWNERS - STRATA PLAN NO. 81311 )  
is affixed on 2 June 2014 )  
in the presence of )

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.~~ )



[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.

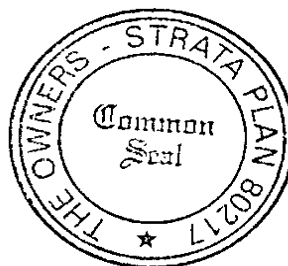
THE COMMON SEAL of THE  
OWNERS - STRATA PLAN NO. 80217  
is affixed on 2011  
in the presence of


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

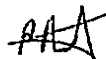
**Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708 (Coles) lessee's consent  
under registered lease AF67015H (Registered Lease)  
Property: Lot 11 in DP115183 being folio identifier 11/1115183 (Property)**

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 11/1115183 (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

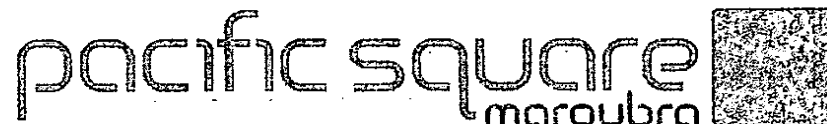
Sydney Melbourne Brisbane

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 21 228 101 680

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  
ABN 19 791 792 421  
Centre Management Office  
Centre Management Office  
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035  
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035  
Telephone: 9332 5433 Facsimile: 9339 7456  
www.pacificsquare.com.au

6162 of 189 Page 63

15 December 2010

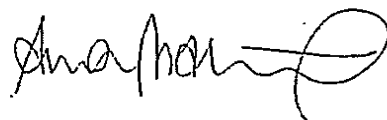
3 Consent to subdivision and management documents

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.

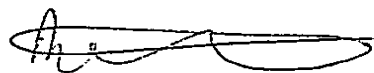
Yours sincerely



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**

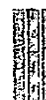
**Annexure "A" is a copy of the stratum plan which subdivides Main Retail into the two stratum lots referred to immediately above;**

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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 96 794 700 421  
Centre Management Office  
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035  
Telephone: 9344 5444 Facsimile: 9349 7456  
www.pacificsquare.com.au



15 December 2010

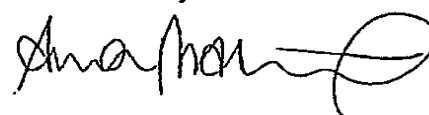
3 Consent to subdivision and management documents

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.

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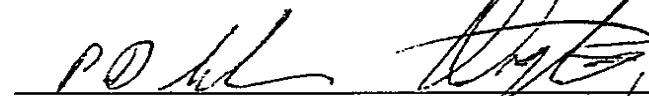
Yours sincerely



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:

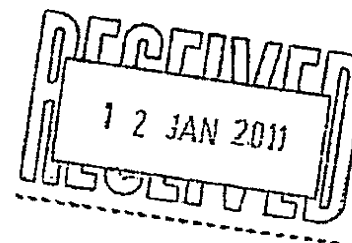
PAUL DOUCANS SCHMIERER / JOHN TRAGOS

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.

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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 96 794 700 421  
Centre Management Office  
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035  
Telephone: 9344 5444 Facsimile: 9349 7456  
www.pacificsquare.com.au



15 December 2010

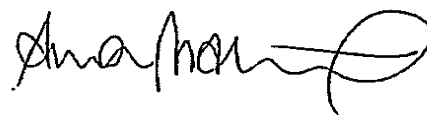
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Yours sincerely



Aaron Malouf  
Asset Manager

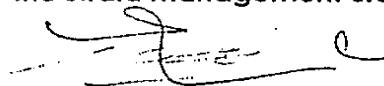
I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:

Print Name:

Position:

Date:



David Hussain Al-Sadi

operator K1

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**

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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 5444 Facsimile: 9349 7456  
www.pacificsquare.com.au



15 December 2010

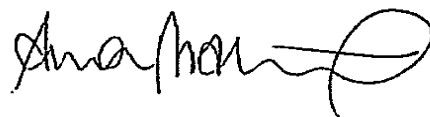
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Yours sincerely



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**

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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

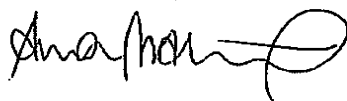
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Yours sincerely



**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:

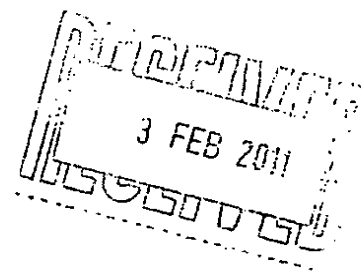
Director

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.**

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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

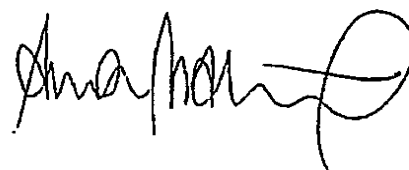


15 December 2010

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Yours sincerely



Aaron Malouf  
Asset Manager

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Signed:



Print Name:

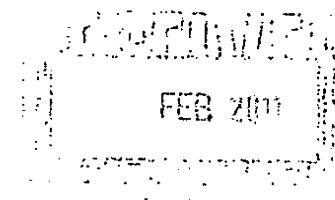
Wendy & Helen, Li

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**

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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



*73 7406189 Page 75*

15 December 2010

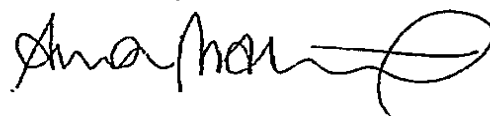
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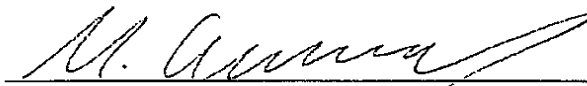
Yours sincerely



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".

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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 7604189 Page 77

15 December 2010

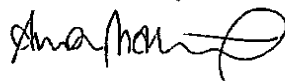
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**Aaron Malouf  
Asset Manager**

Direct line: 9344 5444

Email: aaron.malouf@pacificsquare.com.au

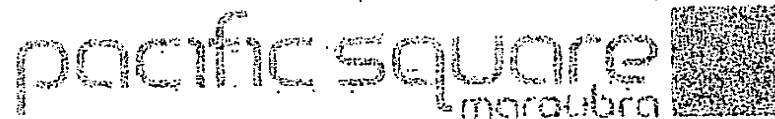
**I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.**

Signed: 

Print Name: CITRUS MASSON

Position: DEUT. AUTHORISED PERSON 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

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 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

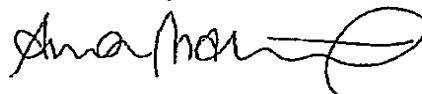
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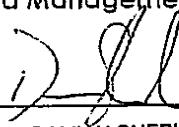
Yours sincerely



Aaron Malouf  
Asset Manager

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:

DAMIAN SHEPHERD  
Senior Real Estate

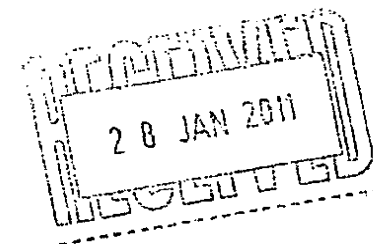
Position:

Manager  
Westpac Banking  
Corporation

Date:

14 / 4 / 11

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: 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**

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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



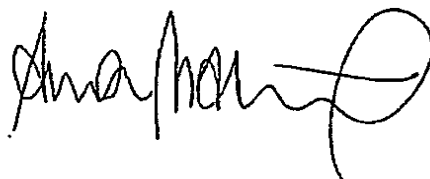
29 80 of 189 Page 81

15 December 2010

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Aaron Malouf  
Asset Manager

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Signed:



Print Name:

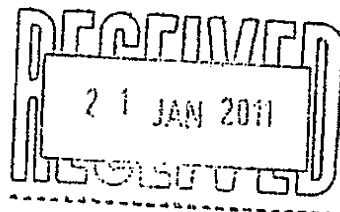
Sean Garlick

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**

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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

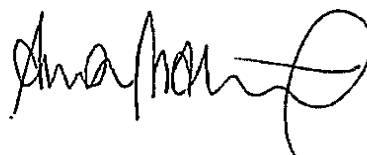
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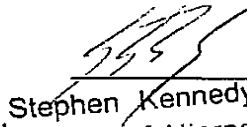
Yours sincerely




Aaron Malouf  
Asset Manager

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Signed:

Print Name:  Stephen Kennedy  
Power of Attorney

 Clay Novello

Power of Attorney

Position:

Date:

18/1/11

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: 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**

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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

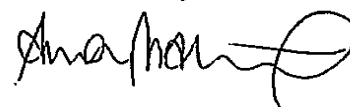
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Yours sincerely



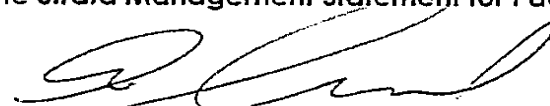
**Aaron Malouf**  
**Asset Manager**

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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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

85 subd 189 Page 87

15 December 2010

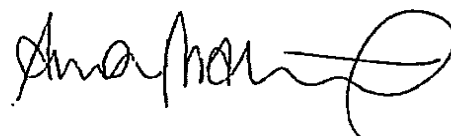
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Yours sincerely



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

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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Our Ref MM10084

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

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15 December 2010

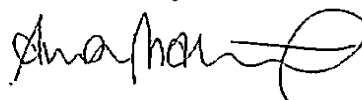
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Yours sincerely



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: \_\_\_\_\_

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

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 96 774 700 421  
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

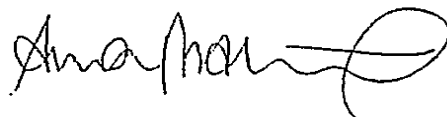
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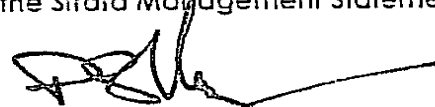
Yours sincerely



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:

P.S. Kurra

Position:

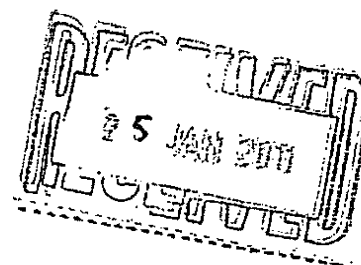
lessee

Date:

14/2/11



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: 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**

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Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035  
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www.pacificsquare.com.au

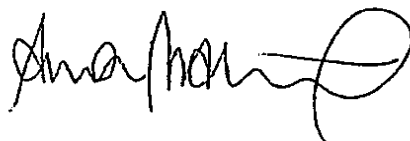
*91 920189 Page 93*

15 December 2010

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Yours sincerely



Aaron Malouf  
Asset Manager

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Signed:



Print Name:

Rodney McKee

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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www.pacificsquare.com.au



93 94 189 Page 95

15 December 2010

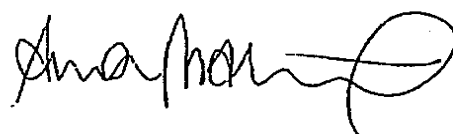
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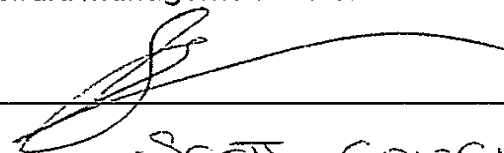
Yours sincerely



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**

**1 Proposed stratum subdivision of Main Retail**

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www.pacificsquare.com.au



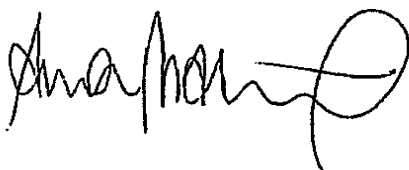
45 96 189 Page 97

15 December 2010

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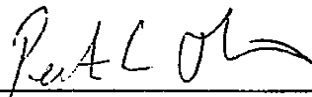
Yours sincerely



Aaron Malouf  
Asset Manager

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Signed:



Print Name:

PETER C HARRIS

Position:

NATIONAL RETAIL MANAGER HOBART

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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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

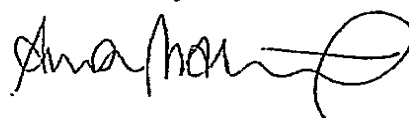
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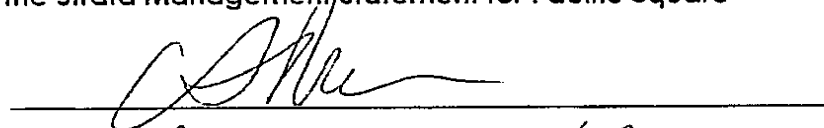
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Asset Manager

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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**

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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

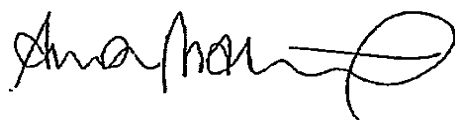
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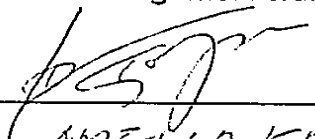
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Aaron Malouf  
Asset Manager

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Signed:



Print Name:

AMELIA KHAN

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**

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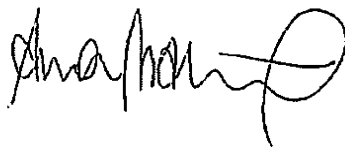


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If you have any questions regarding Pacific Square Maroubra or the information contained in this letter, please feel free to contact us.

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

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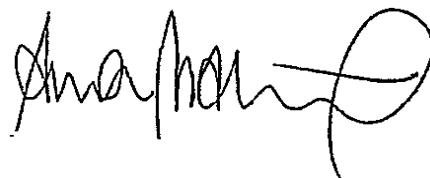
103 104 of 189 Page 105

15 December 2010

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Asset Manager

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Signed:



Print Name:

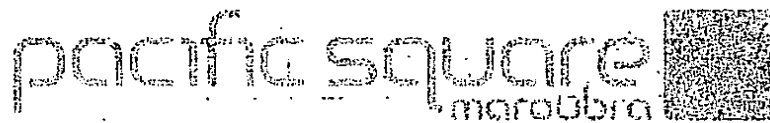
PAUL STARN

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

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

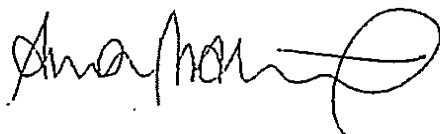
ABN 94 794 700 421  
Centre Point, 719 - 753 Anzac Parade, Maroubra NSW 1513  
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 1513  
Mazzonina, 737 Anzac Parade, Maroubra NSW 1513  
Telephone: 9394 7456  
www.pacificsquare.com.au

15 December 2010

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Yours sincerely



Aaron Malouf  
Asset Manager

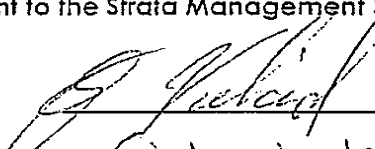
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Signed:

Print Name:

Position:

Date:

  
Giolani Jelicich

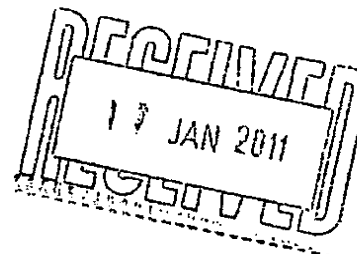
Partner

11.04.11

Page 2



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**

**1 Proposed stratum subdivision of Main Retail**

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Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035  
Telephone: 9344 5444 Facsimile: 9349 7456  
www.pacificsquare.com.au



*107 108 of 189 Page 109*

15 December 2010

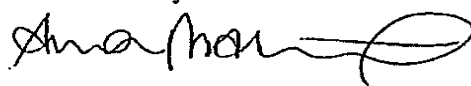
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Yours sincerely



Aaron Malouf  
Asset Manager

Direct line: 9344 5444

Email: aaron.malouf@pacificsquare.com.au

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Signed:



Print Name:

Elliot Knox

Position:

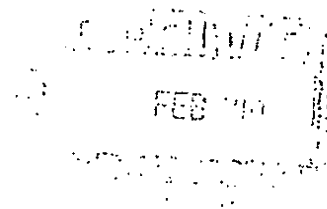
Director

Date:

13/1/11

Page 2

108 109 of 189 Page 110



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**

**1 Proposed stratum subdivision of Main Retail**

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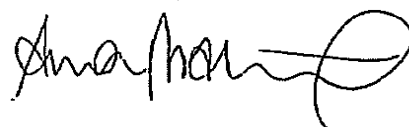
109 4004189 Page 111

15 December 2010

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Aaron Malouf  
Asset Manager

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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**

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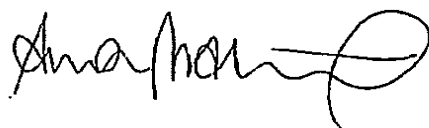
+++ 112 of 189 Page 113

15 December 2010

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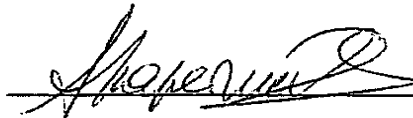
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Aaron Malouf  
Asset Manager

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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**

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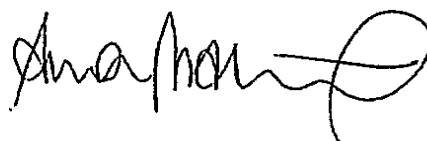
+13 1140189 Page 115

15 December 2010

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Asset Manager

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Signed:



Print Name:

Stephen Ellison

Position:

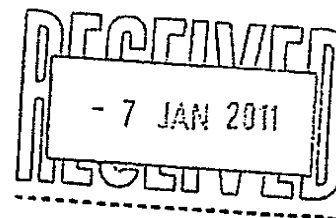
General Manager

Date:

2/2/2011



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**

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15 December 2010

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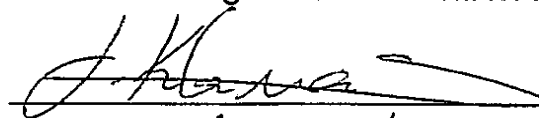
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Signed:



Print Name:

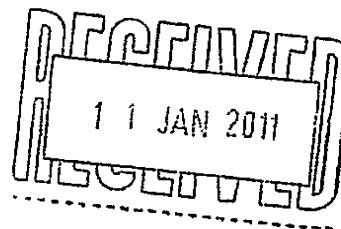
~~Director~~ David Lavie Khana

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

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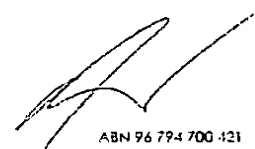
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15 December 2010

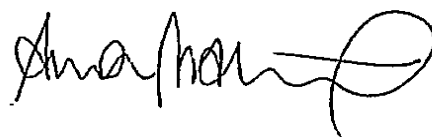
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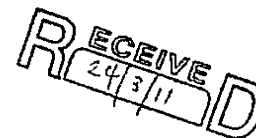
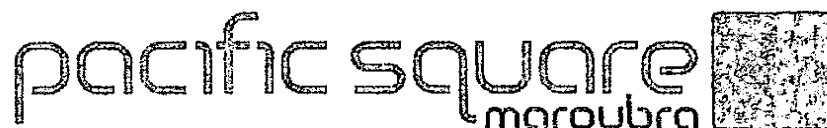
ERWIN ROUSLIE

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

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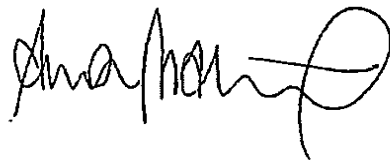
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Asset Manager

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Signed:

H. Agostino

Print Name:

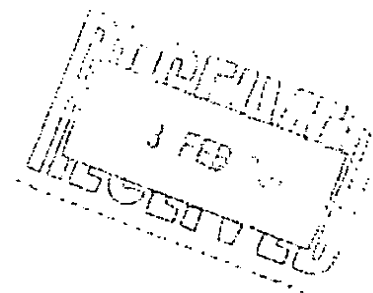
HENDY AGOSTINO

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

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Telephone: 9344 5444 Facsimile: 9349 7456  
www.pacificsquare.com.au



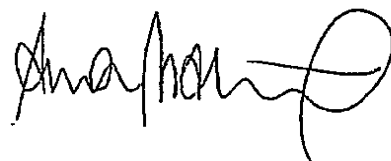
122 122 of 189 Page 123

15 December 2010

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.

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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: Channy  
Print Name: KEVIN CHAN  
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

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 94 794 700 421  
Centre Management Office  
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035  
Telephone: 02 9395 4242 Fax: 02 9395 7436  
www.pacificsquare.com.au

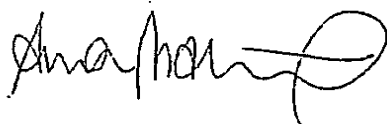
123 124 of 189 Page 125

15 December 2010

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Yours sincerely



Aaron Malouf  
Asset Manager

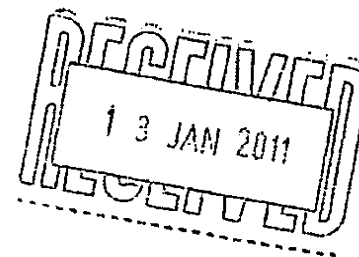
I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed: 

Print Name: 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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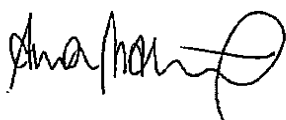
+25 126 of 189 Page 127

15 December 2010

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Yours sincerely



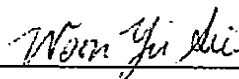
**Aaron Malouf**  
Asset Manager

Direct line: 9344 5444

Email: aaron.malouf@pacificsquare.com.au

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:

WOON YI SIU LEE

Position:

PROPRIETOR, ALTERATIONS TODAY

Date:

13-01-2011



✓DB

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".

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www.pacificsquare.com.au



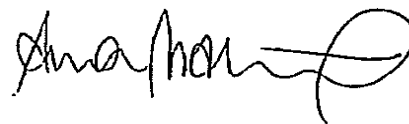
+27 128 A 189 Page 129

15 December 2010

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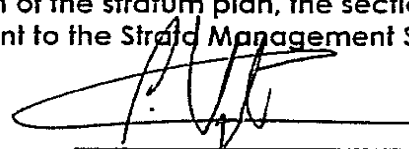
Yours sincerely



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:

Just Cols 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  
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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**Your Lease contains a number of disclosures regarding any future subdivision, titling and management arrangements for Pacific Square.**

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Central Management Office  
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Telephone: 9344 5444 Facsimile: 9349 7456  
www.pacificsquare.com.au



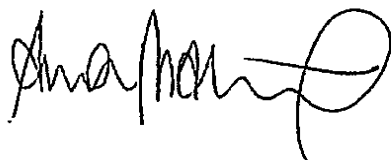
229 130 01189 Page 131

15 December 2010

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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

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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Centre Management Office  
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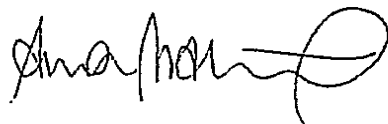
+31 4320189 Page 133

15 December 2010

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Aaron Malouf  
Asset Manager

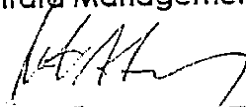
I/We consent to the proposed Retail Stratum subdivision and to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata Management Statement for Pacific Square Maroubra.

Signed:

Print Name:

Position:

Date:

  
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**

**1 Proposed stratum subdivision of Main Retail**

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www.pacificsquare.com.au

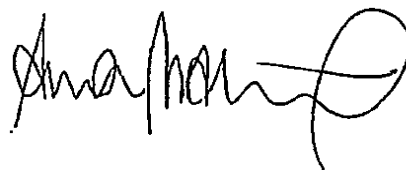


15 December 2010

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Yours sincerely



Aaron Malouf  
Asset Manager

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Signed:



Print Name:

Sue Song

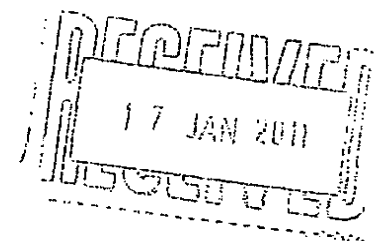
Position:

M. D.

Date:

23 Feb. 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: 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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Telephone: 9344 5444 Facsimile: 9347 7456  
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

1 Proposed stratum subdivision of Main Retail

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Telephone: 9344 5444 Facsimile: 9349 7456  
www.pacificsquare.com.au

136 137 of 189 page 138

15 December 2010

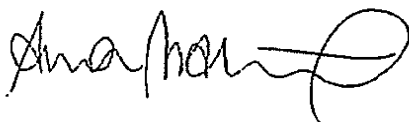
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Aaron Malouf  
Asset Manager

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Signed:



Print Name:

VIKAS BEDI

Position:

FRANCOISE

Date:

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**

**1 Proposed stratum subdivision of Main Retail**

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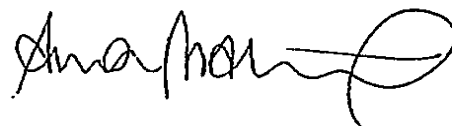


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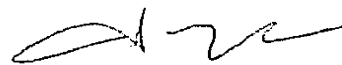
Yours sincerely



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:

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

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 94 794 700 421  
Centre Management Office  
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035  
Telephone: 9333 5444 Fax: 9333 7456  
www.pacificsquare.com.au

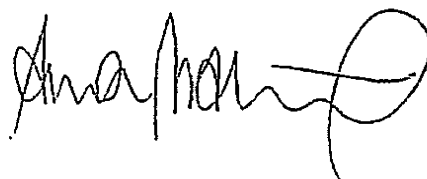
140 141 142 Page 142

15 December 2010

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.

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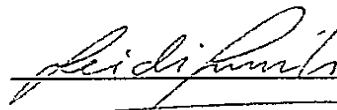
Yours sincerely



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:

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  
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**

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Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035  
Telephone: 9344 5444 Facsimile: 9349 7456  
www.pacificsquare.com.au



442 14301189 Page 144

15 December 2010

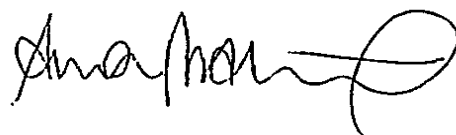
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Yours sincerely



Aaron Malouf  
Asset Manager

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Signed: 

Print Name: Guoyuan Song

Position: Director

Date: 12/02/2011

~~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: ANGELLO HATZIS  
MARRANELLO'S WOODFIRED PIZZA  
SHOP 51 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

ABN 96 774 700 421  
Centre Management Office  
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035  
Telephone: 02 9335 1199, 02 9335 1199  
www.pacificsquare.com.au

1450/189 Page 146

15 December 2010

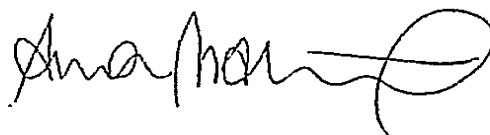
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Yours sincerely



Aaron Malouf  
Asset Manager

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Signed: Angelo Hatzi  
Print Name: ANGELO HATZIS  
Position: MARANELLOS RESTAURANT  
Date: 1/04/11

Attention: Tanya

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: 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**

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www.pacificsquare.com.au



446 1470189 Page 148

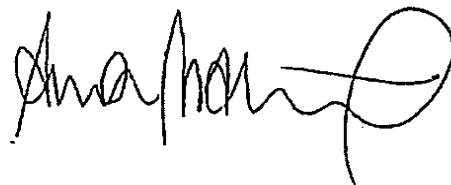


15 December 2010

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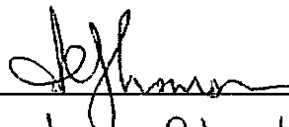
Yours sincerely



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:

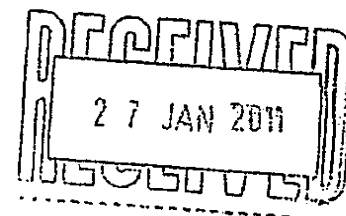
Company Secretary

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.

**2 Subdivision and management documents**

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**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

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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



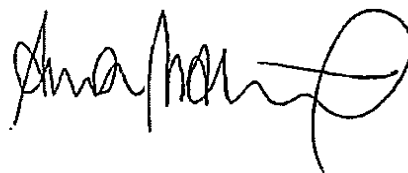
*148 149 148 Page 150*

15 December 2010

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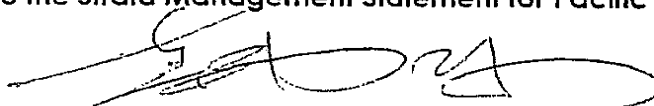
Yours sincerely



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**

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Our Ref MM10084

AB1196 794 700 421  
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Telephone: 9344 5444 Facsimile: 9349 7456  
www.pacificsquare.com.au



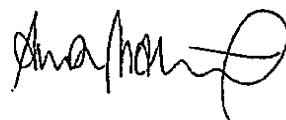
+50 +51 01189 Page 152

15 December 2010

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Aaron Malouf  
Asset Manager

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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**

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15 December 2010

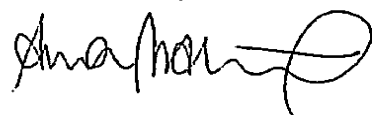
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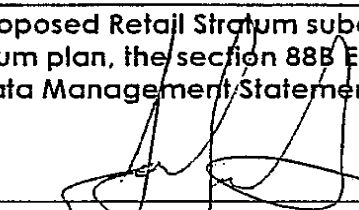
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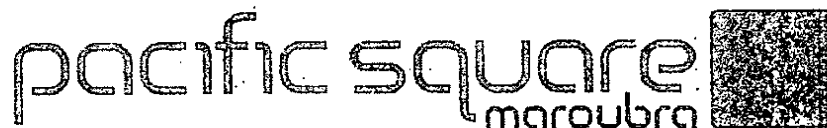
Signed: \_\_\_\_\_

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

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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

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15 December 2010

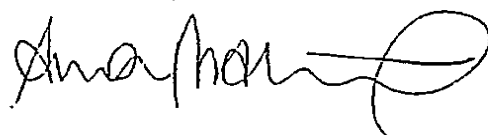
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Asset Manager

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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

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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

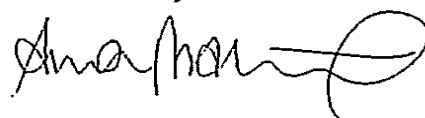
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The enclosed subdivision and management documents do not vary your rights under your lease to an extent that is material. Accordingly, we seek your consent to the registration of the stratum plan, the section 88B Easement and the amendment to the Strata 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: 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

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.

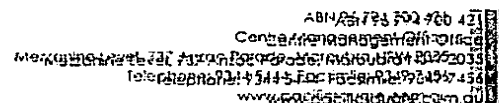
2 Subdivision and management documents

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



+58 1594189 Page 160

15 December 2010

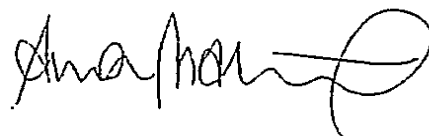
3 Consent to subdivision and management documents

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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:

M. McLaughlin

Print Name:

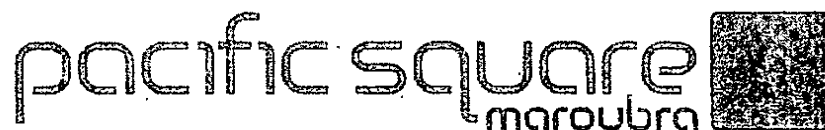
MICHAEL McLAUGHLIN

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

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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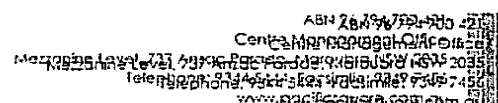
Annexure "B" is a copy of the "section 88B Easement" instrument which accompanies the stratum plan referred to in paragraph (a) above. This instrument creates easements related to the use and operation of Maroubra Road Mezzanine; and

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

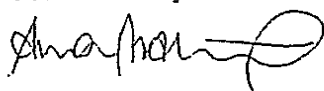


15 December 2010

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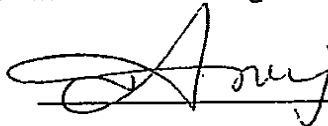
Yours sincerely



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 KULSHRESTHA~~ 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".

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 S8B 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

ASB 26,791,750,400  
Contact: Monique O'Brien  
Mezzanine Level, 737 Anzac Parade, Maroubra NSW 2035  
Telephone: 9337 5111  
www.pacificsquare.com.au

16216307189 Page 164



15 December 2010

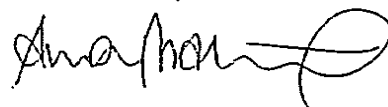
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Aaron Malouf  
Asset Manager

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".

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Our Ref MM10084

AS/NZS 4360:2004  
Certified true and correct copy of the original document  
New South Wales Government Information Services  
Tel: 02 939 34 54 Fax: 02 939 34 56  
www.nsw.gov.au

15 December 2010

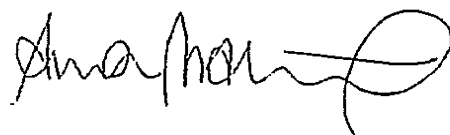
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Yours sincerely



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:



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

## 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

<b>MOTION 1</b>	<b>CONSENT TO SHORT NOTICE</b>	RESOLVED that the committee consent to the short notice of the building management committee meeting.
<b>MOTION 2</b>	<b>MINUTES</b>	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.
<b>MOTION 3</b>	<b>AMENDMENT TO STRATA MANAGEMENT STATEMENT</b> <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 &amp; Property Information (NSW); and</p>

+66 167 4189 Page 168



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  
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abn 30 096 175 709

*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

<b>MOTION 1</b>	<b>MINUTES</b>	<b>RESOLVED</b> that the minutes of the previous general meeting held 29 April 2010 be confirmed a true record of the proceedings at that meeting
<b>MOTION 2</b>	<b>AMENDMENT TO STRATA MANAGEMENT STATEMENT</b>  <i>Special Resolution</i>	<p>2.1 Approval of amendment  <b>SPECIALLY RESOLVED</b> 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  <b>SPECIALLY RESOLVED</b> that the Owners Corporation:</p> <ul style="list-style-type: none"> <li>(a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 2.1;</li> <li>(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;</li> <li>(c) consent to the executed Request Form being lodged for registration at Land &amp; Property Information (NSW); and</li> <li>(d) take all necessary steps to effect registration with Land &amp; 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).</li> </ul>
<b>MOTION 3</b>	<b>STRATUM SUBDIVISION OF LOT 11</b>	<p><b>RESOLVED</b> 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"> <li>(a) the stratum subdivision of Lot 11 (Main Retail) for the creation of Lot 16 (Maroubra Road Mezzanine) and Lot 17 (Main Retail)</li> <li>(b) consent to the plan of stratum subdivision set out with request form marked Exhibit C and tabled at the meeting;</li> <li>(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</li> <li>(d) consent to the lodgement for registration at Land and Property Information (NSW) the executed plan of stratum subdivision.</li> </ul>
<b>CLOSURE</b>		There being no further business the chairperson declared the meeting closed at 6.41 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 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**

<b>MOTION 1</b>	<b>MINUTES</b>	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.
<b>MOTION 2</b>	<b>FINANCIAL STATEMENTS</b>	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.
<b>MOTION 3</b>	<b>DRAFT BUDGETS</b>	(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.
<b>MOTION 4</b>	<b>BY-LAW COMPLIANCE</b>	RESOLVED that the following matters of non-compliance with the by-laws be considered and instructions issued:  • The strata managing agent is to write to the residents of Unit 215 (Lot 15) regarding keeping a dog without consent.

<b>MOTION 5</b>	<b>BUILDING DEFECTS</b>	<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>
<b>MOTION 6</b>	<b>BUILDING MANAGER'S REPORT</b>	RESOLVED that the building manager's report be received as tabled at the meeting.
<b>MOTION 7</b>	<b>NEXT MEETING</b>	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.
<b>CLOSURE</b>		There being no further business the chairperson declared the meeting closed at 7.36 pm.



# Professional Strata Management Services

**STRATA**  
**PLUS..**  
 abn 30 096 175 709

## Proposed Budget to apply from 01/03/2011

PO Box H181  
 Australia Square NSW 1215  
 ph. (612) 9319 1899  
 fax (612) 9319 1866  
 info@strataplus.com.au

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
<b>Revenue</b>			
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
<b>Total revenue</b>	<b>347,620.00</b>	<b>341,120.57</b>	<b>337,493.87</b>
<b>Less expenses</b>			
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**

	<b>Proposed budget</b>	<b>Actual 01/03/2010-28/02/2011</b>	<b>Previous budget</b>
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
<i>Total expenses</i>	<u>354,659.00</u>	<u>341,599.36</u>	<u>344,239.00</u>
<b>Surplus/Deficit</b>	<u>(7,039.00)</u>	<u>(478.79)</u>	<u>(6,745.13)</u>
Opening balance	8,941.34	9,420.13	9,420.13
<b>Closing balance</b>	<u>\$1,902.34</u>	<u>\$8,941.34</u>	<u>\$2,675.00</u>
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	<u>\$382,382.00</u>		<u>\$371,243.26</u>

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
<b>Revenue</b>			
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
<b>Total revenue</b>	<b>71,685.00</b>	<b>50,379.64</b>	<b>49,181.82</b>
<b>Less expenses</b>			
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
<b>Total expenses</b>	<b>7,550.00</b>	<b>16,187.48</b>	<b>5,160.00</b>
<b>Surplus/Deficit</b>	<b>64,135.00</b>	<b>34,192.16</b>	<b>44,021.82</b>
Opening balance	85,432.62	51,240.46	51,240.46
<b>Closing balance</b>	<b>\$149,567.62</b>	<b>\$85,432.62</b>	<b>\$95,262.28</b>
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
<b>Amount to raise in levies including GST</b>	<b>\$73,903.50</b>		<b>\$51,900.00</b>





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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**

<b>MOTION 1</b>	<b>MINUTES</b>	RESOLVED that the minutes of the previous general meeting held 22 September 2010 be confirmed a true record of the proceedings at that meeting
<b>MOTION 2</b>	<b>AMENDMENT TO STRATA MANAGEMENT STATEMENT</b> <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><b>2.2 Execution and registration</b></p> <p><b>SPECIALLY RESOLVED</b> that the Owners Corporation:</p> <ul style="list-style-type: none"> <li>(a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 2.1;</li> <li>(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;</li> <li>(c) consent to the executed Request Form being lodged for registration at Land &amp; Property Information (NSW); and</li> </ul> <p>take all necessary steps to effect registration with Land &amp; 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>
<b>MOTION 3</b>	<b>SURRENDER OF EASEMENT</b>  <i>Special resolution.</i>	<p><b>SPECIALLY RESOLVED</b> that, according to section 26(1) of the Strata Schemes (Freehold Development) Act 1973, the Owners Corporation:</p> <ul style="list-style-type: none"> <li>(a) consent to the creation of an easement burdening the common property; and</li> <li>(b) sign and affix its common seal to a creation of easement form; and</li> <li>(c) consent to the lodgement for registration at Land and Property Information (NSW) the executed creation of easement form; and</li> <li>(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</li> <li>(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.</li> </ul>
<b>MOTION 4</b>	<b>STRATUM SUBDIVISION OF LOT 11</b>	<p><b>RESOLVED</b> 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"> <li>(a) the stratum subdivision of Lot 11 (Main Retail) for the creation of Lot 16 (Maroubra Road Mezzanine) and Lot 17 (Main Retail)</li> <li>(b) consent to the plan of stratum subdivision set out with request form marked Exhibit C and tabled at the meeting;</li> <li>(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</li> <li>(d) consent to the lodgement for registration at Land and Property Information (NSW) the executed plan of stratum subdivision.</li> </ul>
<b>CLOSURE</b>		<p>There being no further business the chairperson declared the meeting closed at 6.13 pm.</p>



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**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**

<b>MOTION 1</b>	<b>MINUTES</b>	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.
<b>MOTION 2</b>	<b>FINANCIAL STATEMENTS</b>	RESOLVED that the financial statements as presented by Strata Plus Pty Ltd for the period ending 31 December 2010 be accepted.
<b>MOTION 3</b>	<b>BY-LAW COMPLIANCE</b>	RESOLVED that the following matters of non-compliance with the by-laws be considered and instructions issued: <ul style="list-style-type: none"><li>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.</li></ul>

<b>MOTION 4</b>	<b>BUILDING MANAGER'S REPORT</b>	<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"> <li>• The BMC representative be authorised to vote in favour of the adoption of the carpark bollard guidelines at the next BMC meeting.</li> <li>• Couch covers will not be purchased.</li> <li>• Loading Dock Noise – L Dunn is to write to Linfox requesting delivery trucks arrive after 6.00 am.</li> <li>• The building manager is to investigate the smell at the door leading from level 1 lobby to the open space.</li> </ul>
<b>MOTION 5</b>	<b>NEXT MEETING</b>	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.
<b>CLOSURE</b>		There being no further business the chairperson declared the meeting closed at 7.16 pm.





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**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

<b>PRESENT:</b>	J Bowen	Lot 4
	T Vasile	Lot 48
	J Sherwin	Lot 102
	R Kesur	Lot 120
	R Lees	Lot 126
<b>PRESENT BY PROXY:</b>	W Harris (Lot 93) proxy to the Chairperson	
<b>APOLOGIES:</b>	J Leonard	Lot 54
	S Johnson	Lot 98
<b>IN ATTENDANCE:</b>	A Ritchie	Lot 20
	R Sharpe	Excel Building Management
	L Derwent	Strata Plus Pty Limited
<b>CHAIRPERSON:</b>	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

<b>PRESENT:</b>	J Bowen	Lot 4
	T Vasile	Lot 48
	J Sherwin	Lot 102
<b>PRESENT BY PROXY:</b>	W Harris (Lot 93) proxy to the Chairperson	
<b>APOLOGIES:</b>	J Leonard	Lot 54
	P Johnson	Lot 98
<b>IN ATTENDANCE:</b>	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

<b>MOTION 1</b>	<b>MINUTES</b>	RESOLVED that the minutes of the previous general meeting held 1 July 2010 be confirmed a true record of the proceedings at that meeting
<b>MOTION 2</b>	<b>AMENDMENT TO STRATA MANAGEMENT STATEMENT</b>  <b>SPECIAL RESOLUTION</b>	<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"> <li>(a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 2.1;</li> <li>(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;</li> <li>(c) consent to the executed Request Form being lodged for registration at Land &amp; Property Information (NSW); and</li> <li>(d) take all necessary steps to effect registration with Land &amp; 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).</li> </ul>
<b>MOTION 3</b>	<b>STRATUM SUBDIVISION OF LOT 11</b>	<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"> <li>(a) the stratum subdivision of Lot 11 (Main Retail) for the creation of Lot 16 (Maroubra Road Mezzanine) and Lot 17 (Main Retail)</li> <li>(b) consent to the plan of stratum subdivision set out with request form marked Exhibit C and tabled at the meeting;</li> <li>(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</li> <li>(d) consent to the lodgement for registration at Land and Property Information (NSW) the executed plan of stratum subdivision.</li> </ul>
<b>CLOSURE</b>		There being no further business the chairperson declared the meeting closed at 4.12 pm.



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**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

<b>PRESENT:</b>	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
<b>IN ATTENDANCE:</b>	R Sharpe	Excel Building Management
	L Derwent	Strata Plus Pty Limited
<b>CHAIRPERSON:</b>	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

<b>PRESENT BY PROXY:</b>	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	
<b>IN ATTENDANCE:</b>	L Derwent	Strata Plus Pty Limited
<b>CHAIRPERSON:</b>	Luke Derwent	

## MINUTES

<b>MOTION 1</b>	<b>MINUTES</b>	<b>RESOLVED</b> that the minutes of the previous general meeting held 16 August 2010 be confirmed a true record of the proceedings at that meeting
<b>MOTION 2</b>	<b>AMENDMENT TO STRATA MANAGEMENT STATEMENT</b>  <i>Special Resolution</i>	<p>2.1 Approval of amendment  <b>SPECIALLY RESOLVED</b> 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  <b>SPECIALLY RESOLVED</b> that the Owners Corporation:</p> <ul style="list-style-type: none"> <li>(a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 2.1;</li> <li>(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;</li> <li>(c) consent to the executed Request Form being lodged for registration at Land &amp; Property Information (NSW); and</li> <li>(d) take all necessary steps to effect registration with Land &amp; 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).</li> </ul>
<b>MOTION 3</b>	<b>STRATUM SUBDIVISION OF LOT 11</b>	<p><b>RESOLVED</b> 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"> <li>(a) the stratum subdivision of Lot 11 (Main Retail) for the creation of Lot 16 (Maroubra Road Mezzanine) and Lot 17 (Main Retail)</li> <li>(b) consent to the plan of stratum subdivision set out with request form marked Exhibit C and tabled at the meeting;</li> <li>(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</li> <li>(d) consent to the lodgement for registration at Land and Property Information (NSW) the executed plan of stratum subdivision.</li> </ul>
<b>CLOSURE</b>		There being no further business the chairperson declared the meeting closed at 9.30 am.



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## 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

<b>PRESENT:</b>	A Lakdawalla	Lot 36
	W Cheong	Lot 48
	M Lee	Lot 73
	T Wade	Lot 80
<b>PRESENT BY PROXY:</b>	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
<b>IN ATTENDANCE:</b>	L Derwent	Strata Plus Pty Limited
<b>CHAIRPERSON:</b>	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

<b>PRESENT BY PROXY:</b>	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
<b>IN ATTENDANCE:</b>	L Derwent	Strata Plus Pty Limited

Those present determined that Luke Derwent chair the meeting.  
The meeting commenced at 9.05 am.

## MINUTES

<b>MOTION 1</b>	<b>MINUTES</b>	RESOLVED that the minutes of the previous general meeting held 23 August 2010 be confirmed a true record of the proceedings at that meeting
<b>MOTION 2</b>	<b>AMENDMENT TO STRATA MANAGEMENT STATEMENT</b> <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"> <li>(a) affix its common seal to the Request Form to approve the amendments to the Strata Management Statement according to motion 2.1;</li> <li>(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;</li> <li>(c) consent to the executed Request Form being lodged for registration at Land &amp; Property Information (NSW); and</li> <li>(d) take all necessary steps to effect registration with Land &amp; 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).</li> </ul>
<b>MOTION 3</b>	<b>STRATUM SUBDIVISION OF LOT 11</b>	<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"> <li>(a) the stratum subdivision of Lot 11 (Main Retail) for the creation of Lot 16 (Maroubra Road Mezzanine) and Lot 17 (Main Retail)</li> <li>(b) consent to the plan of stratum subdivision set out with request form marked Exhibit C and tabled at the meeting;</li> <li>(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</li> <li>(d) consent to the lodgement for registration at Land and Property Information (NSW) the executed plan of stratum subdivision.</li> </ul>
<b>CLOSURE</b>		There being no further business the chairperson declared the meeting closed at 9.25 am.



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## 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 &amp; Property Information (NSW); and</p> <p>(d) take all necessary steps to effect registration with Land &amp; 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>
<b>MOTION 3</b>	<b>STRATUM SUBDIVISION OF LOT 11</b>	<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>
<b>CLOSURE</b>		There being no further business the chairperson declared the meeting closed at 3.40 pm.





Professional Strata Management Services

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 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. 80217  
**Service Retail West**  
 142 Maroubra Road, Maroubra Junction

## **DATE, PLACE AND TIME**

The meeting was held on Monday, 28<sup>th</sup> 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 Excel Building Management  
 L Derwent Strata Plus Pty Limited

**CHAIRPERSON:** Luke Derwent

## **MINUTES**

<b>MOTION 1</b>	<b>MINUTES</b>	RESOLVED that the minutes of the previous general meeting held 16 August 2010 be confirmed a true record of the proceedings at that meeting
<b>MOTION 2</b>	<b>AMENDMENT TO STRATA MANAGEMENT STATEMENT</b>  <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> <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 &amp; Property Information (NSW); and</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).
<b>MOTION 3</b>	<b>STRATUM SUBDIVISION OF LOT 11</b>	<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"> <li>(a) the stratum subdivision of Lot 11 (Main Retail) for the creation of Lot 16 (Maroubra Road Mezzanine) and Lot 17 (Main Retail)</li> <li>(b) consent to the plan of stratum subdivision set out with request form marked Exhibit C and tabled at the meeting;</li> <li>(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</li> <li>(d) consent to the lodgement for registration at Land and Property Information (NSW) the executed plan of stratum subdivision.</li> </ul>
<b>CLOSURE</b>		There being no further business the chairperson declared the meeting closed at 5.45 pm.

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1. Bruce Richard Doyle, Under Secretary for Lands and  
 Registrar General for New South Wales, certify that this  
 negative is a photograph made of a permanent record of a  
 document in my custody this day.

*BR*  
 1st July, 1982

AUSTRALIAN NATURAL PROVINCE SOCIETY by its  
President, JOHN HENRIK STINECKY  
of the Division of the River of Murray Region  
of the State of New South Wales, do hereby certify  
that the following person has been shown to  
be a member of the Society this  
day of  
JANUARY 1982  
NAME: JOHN HENRIK STINECKY  
GENERAL  
MEMBER  
BRUCE ROBERT PAUL  
MANAGER, ACTUARIAL DIVISION

MARIELE MARY GARDNER  
JUSTICE OF THE PEACE

AUSTRALIAN NATURAL PROVINCE SOCIETY by its  
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MANAGER, ACTUARIAL DIVISION

MARIELE MARY GARDNER  
JUSTICE OF THE PEACE

STATEMENT SETTING OUT THE  
MEMBERSHIP TO SECTION 10A, PARAGRAPH 1, 1982  
OF THE ACT OF 1982  
PR 29.6.1982

AUSTRALIAN NATURAL PROVINCE SOCIETY by its  
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MANAGER, ACTUARIAL DIVISION

MARIELE MARY GARDNER  
JUSTICE OF THE PEACE

FRAME 2

I, Bruce Richard Davies, Under Secretary for Lands and  
Registrar General for New South Wales, certify that this  
negative is a photograph made as a permanent record of a  
document in my custody this day.

1st July, 1982

1st July, 1982

Form: 15CH  
Release: 2-0

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900



**AN131930S**

**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  
Folio Identifier CP/SP74378

**(B) LODGED BY**

Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Strata Specialist Lawyers      Tel: (02) 9089 8706 GPO Box 1378 SYDNEY NSW 2001  Reference: CC:20170729:SP74378
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CODE

**CH**

- (C) The Owners-Strata Plan No. 74378 certify that a special resolution was passed on 29/11/2017
- (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. \_\_\_\_\_  
Added by-law No. Special by-laws 1-3  
Amended by-law No. \_\_\_\_\_  
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 "B"
- (G) The seal of The Owners-Strata Plan No. 74378 was affixed on 19/2/2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

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

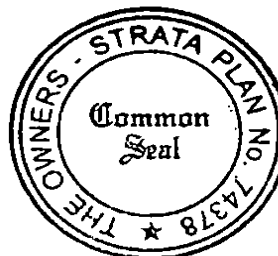
Name: REBECCA FISHER

Authority: STRATA MANAGER

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

Name: \_\_\_\_\_

Authority: \_\_\_\_\_



**STRATA SCHEME NO 74378**  
**ANNEXURE "A" TO CONSOLIDATION/CHANGE OF BY-LAWS**

**ADD SPECIAL BY-LAW 1 - Delegation of Minor Renovations**

- i. 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.
- ii. The owners corporation in like manner may revoke any such delegation.
- iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation

**ADD SPECIAL BY-LAW 2 - Notice Board**

Cause a notice board to be affixed to common property

**ADD SPECIAL BY-LAW 3 - Short Term Accommodation**

**Definitions and Interpretation**

1. In this by-law:

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

**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;

**Council** means the Randwick City Council;

**DCP** means the Randwick Development Control Plan 2013;

**EPA Act** means the Environmental Planning and Assessment Act 1979 (NSW);

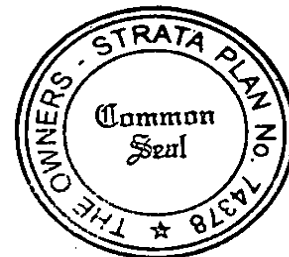
**Law** means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, environmental planning instrument (as defined in the EPA Act), DCP, present or future and whether state, federal or otherwise.

**LEP** means the Randwick Local Environmental Plan 2012;

This is page 2 of a total of 45 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names: LEBECCA FISHER  
Signatures: [Signature]

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



**Lot** means all lots in Strata Plan 74790;

**Occupier** means the tenant, lessee, sub-lessee, licensee, sub-licensee or otherwise the occupier of a Lot (not being the owner of the Lot);

**Owner** means the owner of any Lot;

**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;

**Strata Scheme** means the strata scheme constituted on registration of strata plan 74790;

**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:

- (a) 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);


*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);

- (b) 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);

- (c) 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);

**Zone** means B2 - Local Centre.

This is page 3 of a total of 45 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names: ..... REBECCA FISHER .....  
Signatures: .....  .....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



2. In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

**Zoning requirements**

3. The Strata Scheme is located within the Zone and, in the Zone:

- (a) the LEP and DCP apply;
- (b) Tourist and Visitor Accommodation is not permitted without development consent from the Council pursuant to Part 4 of the EPA Act;
- (c) Council has the responsibility for enforcing the LEP, DCP and relevant provisions of the EPA Act.

4. If a Lot is used for Tourist and Visitor Accommodation in breach of the restrictions in the LEP, DCP and EPA Act:

- (d) an Owner or Occupier may be prosecuted by Council and be liable for fines;
- (e) an Owner or Occupier may be restrained by a Court or Tribunal order from using the Lot for such purposes.

**Prohibited use**

5. An Owner or Occupier of a Lot must:

- (f) not use their Lot for Tourist and Visitor Accommodation without first obtaining development consent from the Council;
- (g) only use their Lot for its approved use;

not use their Lot for any purpose that is prohibited or not permitted by Law;

- (h) 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;

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Names: ..... REBECCA FISHER .....  
Signatures: ..... [Signature] .....  
.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

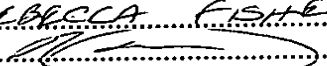
- (i) not advertise, or cause another person to advertise, their Lot (or any other lot in the Strata Scheme) for use as Tourist or Visitor Accommodation unless they have consent from the Council to use the Lot (or Lots) for that purpose.
- (j) not allow the number of adults who lodge, reside, occupy or sleep overnight in the Lot to be more than two persons per Bedroom;
- (k) not permit more than two beds per Bedroom within the Lot (excluding cots and bassinets for children);
- (l) not modify the internal lay-out of the Lot to create more bedrooms without the consent of the Owners Corporation and the Council.

**Owners required to provide information**

6. 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:
  - (m) the full name of the Occupier;
  - (n) the date of commencement of the occupation of the Lot by the Occupier;
  - (o) the term of the occupation.
7. 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.
8. 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-license and a copy of the lease, sub-lease or sub-license with the lessee's, sub-lessees or sub-licensees name clearly identified.

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

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Names:.....LEBECCA FISHER.....  
 Signatures..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

may be) must provide written confirmation to the Owners Corporation that an Occupier has vacated a Lot within 7 days after such vacation.

***Recovery of costs***

9. 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.
10. If an Owner or Occupier of a Lot fails to comply with any obligation under this by-law, then the Owners Corporation may:
  - (p) 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;
  - (q) 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;
  - (r) 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.

Exercise its rights to enforce any other remedy that may be available

This is page 6 of a total of 45 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*REBECCA FISHER*.....  
Signatures:.....*[Signature]*.....  
.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

**STRATA SCHEME NO 74378**  
**ANNEXURE "B" TO CONSOLIDATION/CHANGE OF BY-LAWS**

**CONSOLIDATED BY-LAWS**

1.1 1 About the by-laws

a) 1.1 Purpose of the by-laws

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

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

b) 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.

1.2 2 Exclusive Use By-Laws

a) 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.

b) 2.2 Interpreting this by-law

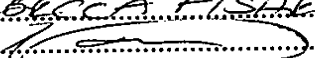
In this by-law, "you" means an Owner who has the benefit of an Exclusive Use By-Law.

c) 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

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Names:.....LEBECCA FISHER.....  
Signatures:..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (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.

d) 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.

e) 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).

f) 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.

g) 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.

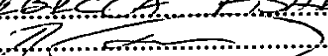
h) 2.8 Additional insurances

In addition to your obligations under by-law 24 ("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.

1.3 3 Strata Management Statement

a) 3.1 Purpose

This is page 8 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names: ..... REBECCA FISHER .....  
Signatures: .....  .....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

The Strata Management Statement regulates the management and operational issues affecting Boulevard 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.

b) 3.2 Who must comply with the Strata Management Statement?

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

c) 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).

d) 3.4 Building Management Committee

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

e) 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.

f) 3.6 Consents under the Strata Management Statement

This is page 9 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*REBECCA FISHER*.....  
Signatures..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Nothing in the by-laws give 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.

g) 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.

1.4 4 Your behaviour

a) 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 Boulevard which is illegal;
- (f) do anything which might damage the good reputation of the Owners Corporation, Boulevard or Pacific Square.

b) 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.

This is page 10 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....

Signatures.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

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.

c) 4.3 Architectural Code

The Architectural Code for Pacific Square is in the Strata Management Statement. It applies to your Lot and to Boulevard 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.

d) 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 Air Conditioning 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 Boulevard; or
- (f) enclose a carspace in Boulevard.

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.

e) 4.5 Easements

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

This is page 11 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*L. B. C. C. A. L. J. D. H. L.*.....  
Signatures:.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



1.5 5 You are responsible for others

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

b) 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 Boulevard.

1.6 6 Your Lot

a) 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);

This is page 12 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names: ..... REBECCA FISHER .....

Signatures: ..... [Signature] .....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (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 24 ("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 24 ("Insurance premiums"); and
  - (e) at your expense, comply with all laws about your Lot including, without limitation, requirements of Government Agencies.
- b) 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 Boulevard;
  - (c) attach or hang an aerial or wires outside your Lot or Boulevard.
- c) 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.

- d) 6.4 Changing floor coverings

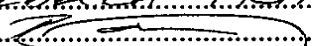
You must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in your Apartment which assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier.

- e) 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.

- f) 6.6 Rights of the Owners Corporation to clean windows

This is page 13 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*Rebecca L. Smith*.....  
Signatures:..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

The Owners Corporation may resolve to clean the glass in some or all of the windows and doors in Boulevard. 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.

g) 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.

h) 6.8 Right of owners corporation to enter your Lot

In addition to its rights under by-law 28 ("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.

i) 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.

1.7 7 The Balcony of your Apartment

a) 7.1 What may you keep on a Balcony?

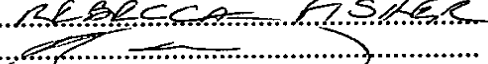
You may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Apartment if:

- (a) it is a type approved by the Owners Corporation;
- (b) it is a standard commensurate with the standard of Boulevard;
- (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.

b) 7.2 Removing items from a Balcony

This is page 14 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*REBECCA FISHER*.....  
Signatures:..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

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.

c) 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.

1.8 8 Storing and operating a barbeque

a) 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.

b) 8.2 Types of portable barbeques

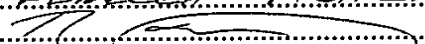
You may store and operate the following types of portable barbeques on the Balcony or Courtyard of your Apartment:

- (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.

c) 8.3 Operating a portable barbeque

This is page 15 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*Heather Fisher*.....  
Signatures:..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

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).

d) 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.

1.9 9 Keeping an animal

a) 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 not keep an animal in your Apartment without the prior written approval of the owners corporation

b) 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.

c) 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.

d) 9.4 Your visitors

This is page 16 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....REBECCA FISHER.....

Signatures:.....[Signature].....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

You must not allow your visitors to bring animals into Boulevard 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.

e) 9.5 Animal may be removed

The Owners Corporation may order the removal of an animal from Boulevard 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).

1.10 10 Erecting a sign

a) 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.

b) 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

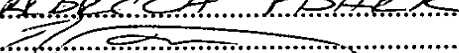
While the Developer is an Owner, the Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in a Lot which the Developer owns or leases.

1.11 11 Fire control

a) 11.1 What are your obligations?

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

This is page 17 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....REBECCA FISHER  
Signatures:.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (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.

b) 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.

1.12 12 Moving and delivering stock, furniture and goods

a) 12.1 Moving in

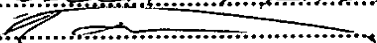
You must make arrangements with the Owners Corporation and Facilities Manager at least 48 hours before you move in to or out of Boulevard or move large articles (eg furniture) through Common Property. Shorter notice may be required if you need to use the Loading Dock (refer to clause 63 ("Using the Loading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

b) 12.2 What are your obligations?

When you take deliveries or move furniture or goods through Boulevard (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

This is page 18 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*REBECCA F. HUBER*.....  
Signatures:..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (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.

c) 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 Boulevard; and
- (b) comply with the reasonable requirements of the Caretaker when you take deliveries or move furniture or goods through Boulevard.

d) 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.

1.13 13 Parking on Common Property

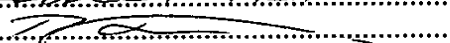
Subject to your rights under the Strata Management Statement, you must:

- (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.

1.14 14 Controlling traffic in Common Property

This is page 19 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*REBECCA FISHER*.....  
Signatures:..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



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 Boulevard.

1.15 15 How to dispose of your garbage

a) 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.

b) 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.

c) 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 Boulevard;
- (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;

This is page 20 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*REBECCA FISHER*.....  
Signatures:.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (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.

d) 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.

e) 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.

1.16 16 Carrying out Building works

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

b) 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");

This is page 21 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*REBECCA FISHER*.....  
Signatures..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (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.

c) 16.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

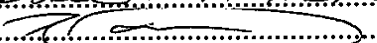
- (a) obtain necessary consents from the Owners Corporation (unless exempted under by-law 16.2 ("When is consent not necessary?") and Government Agencies;
- (b) obtain necessary consents from the Building Management Committee and under the Architectural Code;
- (c) find out where service lines and pipes 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.

d) 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

This is page 22 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....REBECCA FISHER.....  
Signatures:..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (e) comply with any conditions of the Building Management Committee attached to its approval.

e) 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 Boulevard 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 Boulevard; 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 Boulevard.

f) 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.

1.17 17 Inter-Tenancy Walls

a) 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.

This is page 23 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....REBECCA FISHER.....  
Signatures:.....[Signature].....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

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

b) 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.

c) 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.

1.18 18 Agreement with the Caretaker

a) 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 Boulevard. The Caretaker may be (but does not have to be) the same person appointed as the Facilities Manager by the Building Management Committee.

b) 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

This is page 24 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*Rebecca Fisher*.....  
Signatures:.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (b) the remuneration of the Caretaker under the agreement may be for the amount determined by the Owners Corporation (acting reasonably).

c) 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.

d) 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.

e) 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;

This is page 25 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....REBECCA FISHER.....  
Signatures.....[Signature].....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (i) supervising employees and contractors of the Owners Corporation;
- (j) supervising Boulevard generally; and
- (k) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Boulevard.

f) 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.

g) 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.

1.19 19 Agreement with the Facilities Manager

a) 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.

b) 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.

c) 19.3 Duties

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

d) 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

This is page 26 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....LEBECCA FISHER.....  
Signatures:.....[Signature].....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

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.

1.20 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.

1.21 21 Licences

a) 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.

b) 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.

1.22 22 Special Privilege to install an Airconditioning Unit

a) 22.1 Exclusive use by-law

This is page 27 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....REBECCA FISHER  
Signatures:.....[Signature]

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



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.

b) 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.

c) 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

This is page 28 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....REBECCA FISHER.....  
Signatures:.....[Signature].....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (d) carry out structural maintenance and repairs to the Common Property areas the subject of this by-law.

d) 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 Boulevard; 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.
- e) 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.

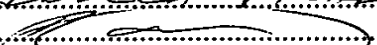
1.23 23 Damage to Common Property

a) 23.1 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

This is page 29 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*Rebecca Fisher*.....  
Signatures:..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (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 Boulevard on your behalf.

b) 23.2 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.

1.24 24 Insurance premiums

a) 24.1 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.

b) 24.2 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.

c) 24.3 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.

1.25 25 Security at Boulevard

a) 25.1 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 Boulevard 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

This is page 30 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*R. P. B. C. C. A. L. S. T. L. L.*.....  
Signatures.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

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.
- b) 25.2 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into Boulevard; 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.
- c) 25.3 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 Boulevard. 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.

- d) 25.4 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 Boulevard where you do not own or occupy a Lot or have a right to use under an Exclusive Use By-Law; and

This is page 31 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....REBECCA FISHER  
Signatures:.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (c) allow security personnel to use part of Common Property to operate or monitor security of Boulevard. 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.
- e) 25.5 Providing owners and occupiers with security keys

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

- f) 25.6 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.

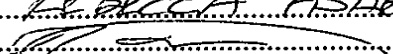
- g) 25.7 Restrictions on exercising rights

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.

## 1.26 26 Rules

This is page 32 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*L. BLICKA FISHER*.....  
 Signatures..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

a) 26.1 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 Boulevard and, in particular, the use of Common Property.

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

b) 26.2 What are your obligations?

You must comply with the Rules.

c) 26.3 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.

d) 26.4 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.

1.27 27 How are consents given?

a) 27.1 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.

b) 27.2 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.

c) 27.3 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

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Names:.....REBECCA FISHER.....  
Signatures:.....[Signature].....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

(b) the by-law under which they gave you consent.

1.28 28 Failure to comply with by-laws

a) 28.1 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.

b) 28.2 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.

c) 28.3 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.

d) 28.4 Recovering money

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

1.29 29 Applications and complaints

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

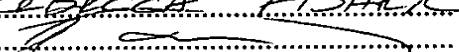
1.30 30 Interpretation

a) 30.1 Definitions

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

**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

This is page 34 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....REBECCA FISHER  
Signatures:.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

in an Apartment subject to special privilege by-law 22 ("Special Privilege to install an Airconditioning Unit").

**Apartment** means an apartment in Boulevard.

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

**Balcony** means a balcony in an Apartment

**Boulevard** means strata plan no. 74378.

**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 Boulevard, whether or not they are for the exclusive use of your Lot.

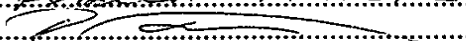
Building Works exclude:

- (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 Boulevard and personal property of the Owners Corporation. For the purposes of the by-laws, Common Property does not include Shared Facilities.

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Names:.....*BECCA FISHER*.....  
Signatures:..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



**Council** means the Randwick City Council.

**Developer** means:

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

(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 Boulevard (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 Boulevard.

**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 Boulevard.

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

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

**Owner** means:

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Names:.....*Rebecca Fisher*.....

Signatures:.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (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. 74378.

**Pacific Square** means the land and buildings comprised in Boulevard and in lots 1, 2, 3, 4, 5, 7 and 8 in DP1071735 (and any other lots created upon further subdivision of those lots).

**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 26 ("Rules").

**Security Keys** means a key, magnetic card or other device or information used in Pacific Square and Boulevard to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 25 ("Security at Boulevard") for more information.

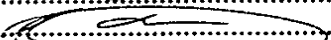
**Shared Facilities** has the same meaning as it does in the Strata Management Statement.

**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.

This is page 37 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*REBECCA FISHER*.....  
Signatures:..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

**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.

b) 30.2 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 Boulevard; 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.

c) 30.3 Headings

This is page 38 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*Debecca Fisher*.....  
Signatures:.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

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

d) 30.4 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.

e) 30.5 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).

f) 30.6 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.

g) 30.7 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.

### **SPECIAL BY-LAW 1 - Delegation of Minor Renovations**

- i. 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.
- ii. The owners corporation in like manner may revoke any such delegation.
- iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation

### **SPECIAL BY-LAW 2 - Notice Board**

Cause a notice board to be affixed to common property

### **SPECIAL BY-LAW 3 - Short Term Accommodation**

This is page 39 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*Becca Patel*.....  
Signatures:.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

## Definitions and Interpretation

1. In this by-law:

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

**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;

**Council** means the Randwick City Council;

**DCP** means the Randwick Development Control Plan 2013;

**EPA Act** means the Environmental Planning and Assessment Act 1979 (NSW);

**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.

**LEP** means the Randwick Local Environmental Plan 2012;

**Lot** means all lots in Strata Plan 74790;

**Occupier** means the tenant, lessee, sub-lessee, licensee, sub-licensee or otherwise the occupier of a Lot (not being the owner of the Lot);

**Owner** means the owner of any Lot;

**Owners Corporation** means the owners corporation created by registration of strata plan 74790;

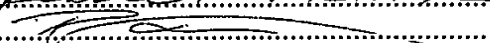
**Parcel** means the land comprising the Lots and common property the subject of the Strata Scheme;

**Strata Scheme** means the strata scheme constituted on registration of strata plan 74790;

**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:

- (a) 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);

This is page 40 of a total of 45 pages and is Annexure “B” to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....REBECCA FISHER  
Signatures:.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

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);

- (b) 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);
- (c) 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);

**Zone** means B2 - Local Centre.

2. In this by-law a word which denotes:

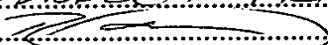
- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

#### **Zoning requirements**

3. The Strata Scheme is located within the Zone and, in the Zone:

- (a) the LEP and DCP apply;
- (b) Tourist and Visitor Accommodation is not permitted without development consent from the Council pursuant to Part 4 of the EPA Act;
- (c) Council has the responsibility for enforcing the LEP, DCP and relevant provisions of the EPA Act.

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Names:.....*L. B. C. A. F. T. H. E. L.*.....  
Signatures:..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

4. If a Lot is used for Tourist and Visitor Accommodation in breach of the restrictions in the LEP, DCP and EPA Act:

- (d) an Owner or Occupier may be prosecuted by Council and be liable for fines;
- (e) an Owner or Occupier may be restrained by a Court or Tribunal order from using the Lot for such purposes.

***Prohibited use***

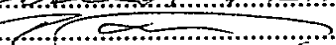
5. An Owner or Occupier of a Lot must:

- (f) not use their Lot for Tourist and Visitor Accommodation without first obtaining development consent from the Council;
  - (g) only use their Lot for its approved use;
- not use their Lot for any purpose that is prohibited or not permitted by Law;
- (h) 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;
  - (i) 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.
  - (j) not allow the number of adults who lodge, reside, occupy or sleep overnight in the Lot to be more than two persons per Bedroom;
  - (k) not permit more than two beds per Bedroom within the Lot (excluding cots and bassinets for children);
  - (l) not modify the internal lay-out of the Lot to create more bedrooms without the consent of the Owners Corporation and the Council.

***Owners required to provide information***

6. 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:

This is page 42 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*Rebecca Foster*.....  
Signatures:..........

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (m) the full name of the Occupier;
- (n) the date of commencement of the occupation of the Lot by the Occupier;
- (o) the term of the occupation.

7. 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.
8. 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-license and a copy of the lease, sub-lease or sub-license with the lessee's, sub-lessees or sub-licensees name clearly identified.

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.

#### ***Recovery of costs***

9. 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.
10. If an Owner or Occupier of a Lot fails to comply with any obligation under this by-law, then the Owners Corporation may:
  - (p) 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;
  - (q) 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;
  - (r) 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,

This is page 43 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....*[Signature]*.....*[Signature]*.....  
Signatures.....*[Signature]*.....  
.....*[Signature]*.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



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.

Exercise its rights to enforce any other remedy that may be available

This is page 44 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....TERESA FISHER.....  
Signatures.....[Signature].....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



## Approved Form 10

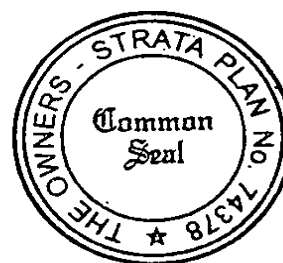
### Certificate re Initial Period

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 COMMON SEAL by THE OWNERS - )  
STRATA PLAN NO. ^ was hereunto affixed )  
on the            day of            2018) )  
in the presence of            )  
being the person(s) authorised by Section 273 )  
of the *Strata Schemes Management Act 2015* )  
to attest the affixing of the seal:            )



.....  
.....

.....REBECCA FISHER.....  
Print name

This is page 45 of a total of 45 pages and is Annexure "B" to the Consolidation of By-Laws/Change of By-Laws form by THE OWNERS – STRATA PLAN NO 74378 was affixed on the 19<sup>th</sup> day of February 2018 in the presence of:

Names:.....REBECCA FISHER.....  
Signatures.....  
.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

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:40307

Land Registry Document Identification

AS263511

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/SP74378	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP74378  
Other legal entity

Meeting Date

10/03/2022

Amended by-law No.

Details Not applicable

Added by-law No.

Details Special By-Law No. 5

Repealed by-law No.

Details Not applicable

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. SP74378  
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.74378

## CONSOLIDATION OF BY-LAWS

### ANNEXURE "A"

The seal of The Owners - Strata Plan No. 74378 was affixed on 22/06/2022 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. Wickay

Name(s): Maxine Wickay

Authority: Strata Managing Agent



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## **BY-LAWS FOR STRATA PLAN 74378**

### **1 About the by-laws**

#### **1.1 Purpose of the by-laws**

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

The by-laws are designed to maintain the quality of Boulevard. 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 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 24 ("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 Boulevard 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 Boulevard 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 give 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 Boulevard which is illegal;
- (f) do anything which might damage the good reputation of the Owners Corporation, Boulevard 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 Boulevard 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 Air Conditioning 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 Boulevard; or
- (f) enclose a car space in Boulevard.

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

### **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 24 ("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 24 ("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 Boulevard;
- (c) attach or hang an aerial or wires outside your Lot or Boulevard.

## **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 Boulevard. 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 28 ("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 Boulevard;
- (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 not keep an animal in your Apartment without the prior written approval of the owners corporation

### **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 Boulevard 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 Boulevard 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 Boulevard 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 Boulevard (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 Boulevard; and
- (b) comply with the reasonable requirements of the Caretaker when you take deliveries or move furniture or goods through Boulevard.

### **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 Boulevard.

## **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 Boulevard;
- (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 Boulevard and Pacific Square generally. If the proposed Building Works or other works affect Common Property, Shared Facilities or the External Appearance of Boulevard, 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 Boulevard 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 Boulevard; 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 Boulevard.

#### **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 Boulevard. 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 Boulevard generally; and
- (k) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Boulevard.

### **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 air conditioning unit to a wall within their Apartment; and
- (c) make minor alterations to Common Property to enable the installation and connection of the internal air conditioning 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 Boulevard; 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 Damage to Common Property**

#### **23.1 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 Boulevard on your behalf.

#### **23.2 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.

### **24 Insurance premiums**

#### **24.1 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.

#### **24.2 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.

#### **24.3 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.

### **25 Security at Boulevard**

#### **25.1 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 Boulevard 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.

## **25.2 Rights and obligations of the Owners Corporation**

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into Boulevard; 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.

## **25.3 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 Boulevard. 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.

## **25.4 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 Boulevard 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 Boulevard. 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.

## **25.5 Providing owners and occupiers with security keys**

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

## **25.6 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.

#### **25.7 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.

## **26 Rules**

### **26.1 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 Boulevard and, in particular, the use of Common Property.

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

### **26.2 What are your obligations?**

You must comply with the Rules.

### **26.3 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.

### **26.4 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.

## **27 How are consents given?**

### **27.1 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.

#### **27.2 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.

#### **27.3 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.

### **28 Failure to comply with by-laws**

#### **28.1 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.

#### **28.2 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.

#### **28.3 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.

#### **28.4 Recovering money**

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

### **29 Applications and complaints**

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

### **30 Interpretation**

#### **30.1 Definitions**

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

**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 Boulevard.

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

**Balcony** means a balcony in an Apartment

**Boulevard** means strata plan no. 74378.

**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 Boulevard, 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 Boulevard 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

(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 Boulevard (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 Boulevard.

**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 Boulevard.

**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. 74378.

**Pacific Square** means the land and buildings comprised in Boulevard and in lots 1, 2, 3, 4, 5, 7 and 8 in DP1071735 (and any other lots created upon further subdivision of those lots).

**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 26 ("Rules").

**Security Keys** means a key, magnetic card or other device or information used in Pacific Square and Boulevard to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 25 ("Security at Boulevard") 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.

**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.

### 30.2 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 Boulevard; 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.

### 30.3 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.

### 30.4 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.

### 30.5 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).

### 30.6 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.

### 30.7 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.

## ADDITIONAL BY-LAWS

### Special By-Law 1 - Delegation of Minor Renovations

- i. 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.



- ii. The owners corporation in like manner may revoke any such delegation.
- iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation

### **Special By-Law 2 - Notice Board**

Cause a notice board to be affixed to common property

### **Special By-Law 3 - Short Term Accommodation**

#### **Definitions and Interpretation**

1. In this by-law:

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

**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;

**Council** means the Randwick City Council;

**DCP** means the Randwick Development Control Plan 2013;

**EPA Act** means the Environmental Planning and Assessment Act 1979 (NSW);

**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.

**LEP** means the Randwick Local Environmental Plan 2012;

**Lot** means all lots in Strata Plan 74790;

**Occupier** means the tenant, lessee, sub-lessee, licensee, sub-licensee or otherwise the occupier of a Lot (not being the owner of the Lot);

**Owner** means the owner of any Lot;

**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;

**Strata Scheme** means the strata scheme constituted on registration of strata plan 74790;

**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:

- (a) 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);*

*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);*

- (b) *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);*
- (c) *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);*

**Zone** means B2 - Local Centre.

2. In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation includes references to amending and replacing legislation.

and

### **Zoning requirements**

3. The Strata Scheme is located within the Zone and, in the Zone:

- (a) the LEP and DCP apply;
- (b) Tourist and Visitor Accommodation is not permitted without development consent from the Council pursuant to Part 4 of the EPA Act;
- (c) Council has the responsibility for enforcing the LEP, DCP and relevant provisions of the EPA Act.

4. If a Lot is used for Tourist and Visitor Accommodation in breach of the restrictions in the LEP, DCP and EPA Act:

- (d) an Owner or Occupier may be prosecuted by Council and be liable for fines;
- (e) an Owner or Occupier may be restrained by a Court or Tribunal order from using the Lot for such purposes.

***Prohibited use***

5. An Owner or Occupier of a Lot must:
- (f) not use their Lot for Tourist and Visitor Accommodation without first obtaining development consent from the Council;
  - (g) only use their Lot for its approved use;
- not use their Lot for any purpose that is prohibited or not permitted by Law;
- (h) 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;
  - (i) 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.
  - (j) not allow the number of adults who lodge, reside, occupy or sleep overnight in the Lot to be more than two persons per Bedroom;
  - (k) not permit more than two beds per Bedroom within the Lot (excluding cots and bassinets for children);
  - (l) not modify the internal lay-out of the Lot to create more bedrooms without the consent of the Owners Corporation and the Council.

***Owners required to provide information***

6. Without in any way limiting section 49(1) of the Act, where an Owner or an existing Occupier leases or sub-leases or 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:
- (m) the full name of the Occupier;
  - (n) the date of commencement of the occupation of the Lot by the Occupier;
  - (o) the term of the occupation.
7. 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.
8. 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-license and a copy of the lease,

sub-lease or sub-license with the lessee's, sub-lessees or sub-licensees name clearly identified.

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.

#### **Recovery of costs**

9. 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.
10. If an Owner or Occupier of a Lot fails to comply with any obligation under this by-law, then the Owners Corporation may:
  - (p) 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;
  - (q) 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;
  - (r) 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.

Exercise its rights to enforce any other remedy that may be available

#### **Special By-Law 4 – Shopping Trolleys (Dealing AP277278)**

1. An owner or occupier must not bring on to the common property or near any entrance to the building (whether or not on common property) any supermarket shopping trolley.
2. An owner or occupier indemnifies the owners corporation for all costs, expenses, fees, charges, fines, or the like, incurred by the owners corporation as a result of the failure of the owner or occupier to comply with this by-law including, but not limited to, the cost of moving the trolley from the common property or near any entrance to the building.
3. Any amount payable by an owner under this by-law may be recoverable as a debt due and payable by that owner or occupier together with interest at the rate prescribed in Section 85 of the Strata Schemes Management Act 2015 and the expenses of the owners corporation in recovering those amounts.

## **Special By-Law 5 - 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.

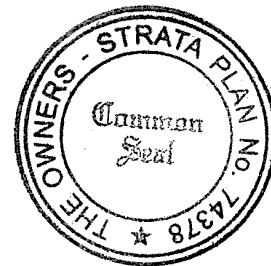
**THIS IS THE FINAL PAGE OF ANNEXURE "A" TO THE CONSOLIDATION/CHANGE OF  
BY-LAWS FOR STRATA PLAN 74378**

The seal of The Owners - Strata Plan No. 74378 was affixed on 22/06/2022 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. W. C. Y.*

Name(s): Maxime Wleby

Authority: Strata Managing Agent



Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

Leave this space clear. Affix additional  
pages to the top left-hand corner.

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/SP74378

(B) **LODGED BY**

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:40307

CODE

**CH**

(C) The Owner-Strata Plan No. 74378 certify that a special resolution was passed on 10/3/2022

(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 No.5

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. 74378 was affixed on 22/6/2022 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. Wicke

Name : Maxine Wicke

Authority : Strata Managing Agent

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

Name : \_\_\_\_\_

Authority : \_\_\_\_\_





# PLANNING CERTIFICATE

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Conveyancing Solutions  
PO Box 1502  
BONDI JUNCTION NSW 1355

**Description of land:** **Lot 22 SP 74378**

**Address:** **213/717 Anzac Parade, MAROUBRA NSW 2035**

**Date of Certificate:** 19 February 2024  
**Certificate No:** 68624  
**Receipt No:** 5380749  
**Amount:** \$67.00  
**Reference:** DK17708:83660

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)

- |  |  |
|--|--|
| • <b>Biodiversity and Conservation SEPP 2021</b> | - Chapter 2 – Vegetation in non-rural areas                            |
| • <b>Biodiversity and Conservation SEPP 2021</b> | - Chapter 6 – Bushland in urban areas                                  |
| • <b>Housing SEPP 2021</b>                       | - Chapter 2 – Affordable Housing                                       |
| • <b>Housing SEPP 2021</b>                       | - Chapter 2, Part 3 – Retention of affordable rental housing           |
| • <b>Housing SEPP 2021</b>                       | - Chapter 3, Part 5 – Housing for seniors and people with a disability |
| • <b>Housing SEPP 2021</b>                       | - Chapter 3, Part 9 – Caravan Parks                                    |
| • <b>Industry and Employment SEPP 2021</b>       | - Chapter 3 – Advertising and Signage                                  |
| • <b>Planning Systems SEPP 2021</b>              | - Chapter 2 – State and regional development                           |
| • <b>Planning Systems SEPP 2021</b>              | - Chapter 4 – Concurrences and consents                                |
| • <b>Resilience and Hazards SEPP 2021</b>        | - Chapter 2 – Coastal management                                       |
| • <b>Resilience and Hazards SEPP 2021</b>        | - Chapter 3 – Hazardous and Offensive Development                      |
| • <b>Resilience and Hazards SEPP 2021</b>        | - Chapter 4 – Remediation of Land                                      |
| • <b>Resources and Energy SEPP 2021</b>          | - Chapter 2 – Mining, petroleum production and extractive industries   |
| • <b>Transport and Infrastructure SEPP 2021</b>  | - Chapter 2 – Infrastructure   |
| • <b>Transport and Infrastructure SEPP 2021</b>  | - Chapter 3 – Educational establishments and childcare facilities      |
| • <b>Transport and Infrastructure SEPP 2021</b>  | - Chapter 5 – Three Ports – Port Botany, Port Kembla and Newcastle     |
| • <b>Codes SEPP 2008</b>                         | - (Exempt and Complying Development Codes) 2008                        |
| • <b>SEPP No. 65</b>                             | - Design Quality of Residential Flat Development                       |
| • <b>Sustainable Buildings SEPP 2022</b>         | - Sustainable Buildings 2022   |

**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](http://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).
- **Randwick LEP 2012 (Amendment No 9) – Gazetted 18 August 2023**  
Amends and applies key changes including revisions to Minimum Lot Size for Subdivision, new and expanded Heritage Conservation Areas (HCAs) and Heritage Items, new medium density housing areas, numerous Zone alignments along with LEP changes comprising Open Space and Recreation Environmental Resilience and Housekeeping changes:
  - New planning controls (zoning, height of building and FSR) in five identified Housing Investigation Areas (HIAs) 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
  - New Heritage Items, a new HCA, a new archaeological site, and a boundary adjustment to an HCA
  - Controls to promote environmental resilience
  - Strengthening of open space requirements and creation of new open space zones
  - Changes to zone objectives and new exempt development provisions to support a diverse, safe and inclusive night time economy
  - New planning controls including changes to zoning and density of 5 neighbourhood clusters zoned residential to protect existing shops and businesses
  - A new E1 employment zone inside the Kingsford South HIA
  - 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.
- **Randwick LEP 2012 (Amendment No 10) – Gazetted 28 April 2023**  
Applies to 11A Marcel Avenue Coogee (Lot 51 DP 318884) which has been listed as a Local Heritage Item in Schedule 5 of the Randwick LEP 2012. Further, the boundary of the adjacent Moira Crescent Heritage Conservation Area is extended to incorporate the property at 11A Marcel Avenue Coogee.
  - **Randwick LEP 2012 (Amendment No 11) – Gazetted 08 December 2023**  
Applies to the following land in Coogee, 1 Berwick Street (Lot A, DP 313214) and 3 Berwick Street (Lot B, DP 313214) which have now been listed as Local Heritage Items in Schedule 5 of the Randwick LEP 2012.

**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 14<sup>th</sup> of June 2013**  
Provides detailed planning controls and guidance for development applications
- **Randwick DCP Stage 1 update adopted by Council on the 27 June 2023 and came into effect on 1st September 2023**  
Replaces DCP 2013 Parts B2 Heritage, C1 Low Density Residential and E2 Randwick Education and Health Specialised Centre with updated Parts and introduces new Part E7 Housing Investigation Areas

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*(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.*

- **None**

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*(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.*

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*(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 E2** (Commercial Centre) in Randwick LEP 2012.

### 1. Objectives of zone

- To strengthen the role of the commercial centre as the centre of business, retail, community and cultural activity.
- To encourage investment in commercial development that generates employment opportunities and economic growth.
- To encourage development that has a high level of accessibility and amenity, particularly for pedestrians.
- To enable residential development only if it is consistent with the Council's strategic planning for residential development in the area.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- 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.
- To support a diverse, safe and inclusive day and night-time economy.

### 2. Permitted without consent

Home occupations

### 3. Permitted with consent

Amusement centres; Artisan food and drink industries; Backpackers' accommodation; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Creative industries; Dwelling houses; Entertainment facilities; Function centres; Group homes; High technology industries; Home industries; Hostels; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Mortuaries; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Vehicle repair stations; Veterinary hospitals; 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; Open cut mining; 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; 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,*

The land **IS** subject to additional permitted uses. Please check and confirm the additional permitted uses that specifically apply to the land in [Schedule 1 of the Randwick LEP](#).

*(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 Biodiversity Conservation Act 2016.

*(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.*





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## **Housing Code**

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

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## **Low Rise Housing Diversity Code**

Complying development under the Low Rise Housing Diversity Code **MAY** be carried out on the land.

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## **Rural Housing Code**

Complying development under the Rural Housing Code **MAY** be carried out on the land.

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## **Housing Alterations Code**

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

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## **General Development Code**

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

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## **Industrial and Business Alterations Code**

Complying development under the Commercial and Industrial Alteration Code **MAY** be carried out on the land.

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## **Industrial and Business Buildings Code**

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY** be carried out on the land.

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## **Container Recycling Facilities Code**

Complying Development under the Container Recycling Facilities Code **MAY** be carried out on the land.

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## **Subdivisions Code**

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

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## **Demolition Code**

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

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## **Fire Safety Code**

Complying development under the Fire Safety Code **MAY** be carried out on the land.

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A copy of the Codes SEPP is available at [www.planning.nsw.gov.au](http://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.

**Note:** Under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, demolition of a heritage item, draft heritage item, in a heritage conservation area, or a draft conservation area is not permitted.

**Note:** In heritage conservation areas and draft heritage conservation areas, some exempt development types may be restricted to the rear yard only.

## 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).*

No.



## **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 statutory 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: 19-Feb-2024



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**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:

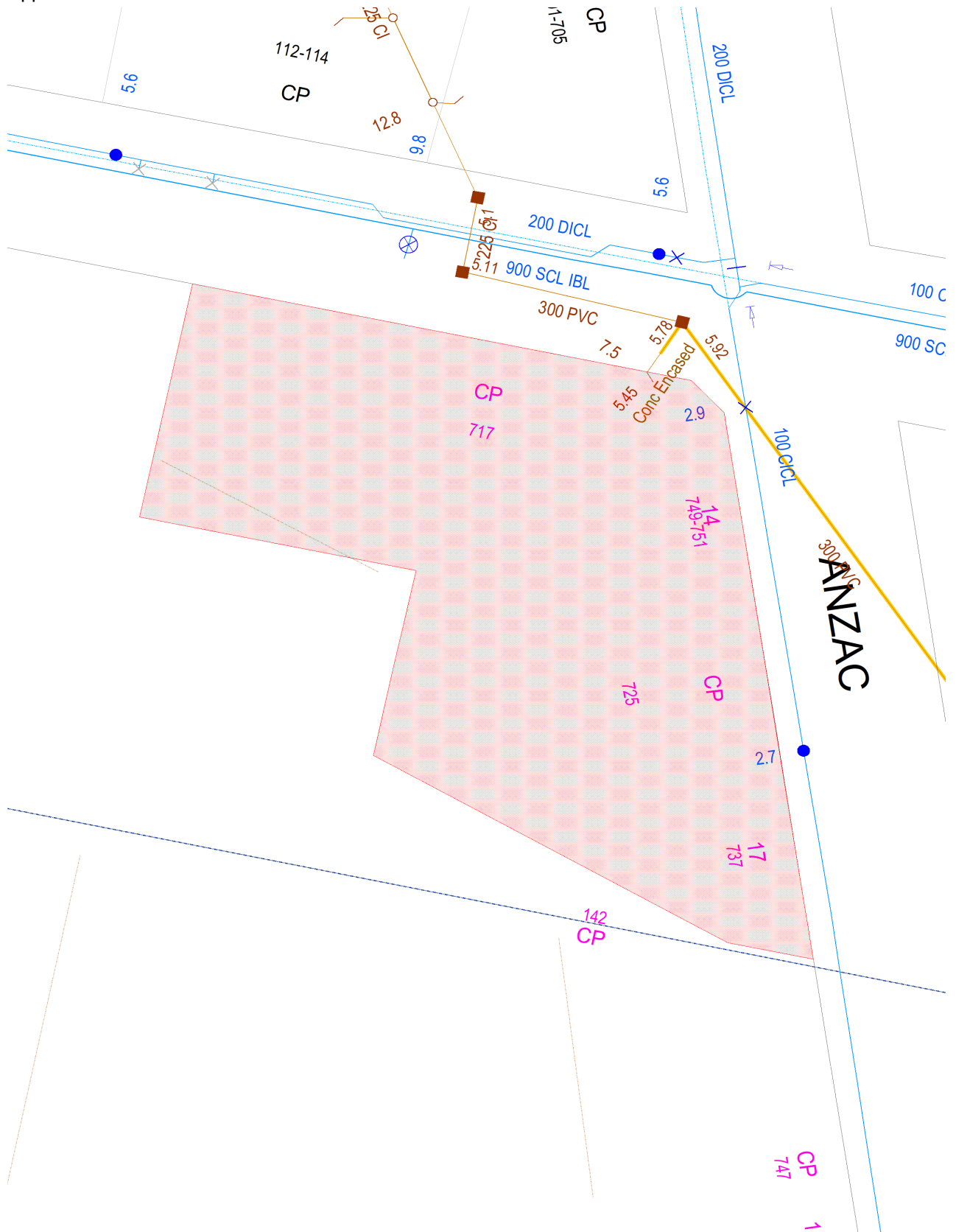
- Council resolutions to prepare draft local Environmental Plans.
- Terrestrial Biodiversity
- Foreshore Scenic Protection Areas
- Ground Water extraction embargo or water shortage area
- Ground water investigations of 128 Barker St. Randwick (Service Station)
- Flood Studies
- Resident Parking Schemes





# Service Location Print

Application Number: 8003156366



Document generated at 16-02-2024 03:52:30 PM

## Disclaimer

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

# Asset Information

## Legend

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

### Disclaimer

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## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

**Infinity Property Agents**

38/112 McEvoy Street,  
Alexandria, NSW 2015

P: 02 9699 9179

E: [rent@infinityproperty.com.au](mailto:rent@infinityproperty.com.au)

ABN: 54 104 841 974



# Residential Tenancy Agreement

for

213/717 Anzac Parade, Maroubra NSW 2035

This agreement is between **Ruth Levine**  
and **Amy Murphy, Aoife Mulcaire.**



Standard form from 28 September 2020

# Residential tenancy agreement

*Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))*

## IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON  AT

## BETWEEN

Landlord Name (1):

Landlord Name (2):

Landlord telephone number or other contact details:

~~If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:~~

**Note:** These details **must** be provided for landlord(s), whether or not there is a landlord's agent

Address for service of notices (can be an agent's address):

Suburb:

State:

Postcode:




**Note:** The landlord(s) business address or residential address must be provided for landlord(s) if there is no landlord's agent

Tenant Name (1):

Tenant Name (2):



Tenant Name (3):

Add all other tenants here:



Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

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Contact details:

Amy Murphy: 0405 470 084, amymurphy97@hotmail.co.uk  
Aoife Mulcaire: 0450 851 875, aoifemulcaire3@gmail.com

**Landlord's agent details:** [If applicable]

Agent name:

Infinity Property Agents

Address for service of notices (can be an agent's address):

38/112 McEvoy Street,

Suburb:

State:

Postcode:

Alexandria	NSW	2015
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Contact details: [This must include a telephone number]:

Tel: 02 9699 9179 , Email: rent@infinityproperty.com.au ,

**~~Tenant's agent details:~~** [If applicable]~~Agent name:~~

-

~~Address for service of notices (can be an agent's address):~~

-

~~Suburb:~~~~State:~~~~Postcode:~~

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~~Contact details:~~

-

**Term of agreement**

The term of this agreement is –

- |                                   |  |                                  |   |
|-----------------------------------|--|----------------------------------|---|
| <input type="checkbox"/> 6 months | <input type="checkbox"/> 12 months                         | <input type="checkbox"/> 2 years | <input type="checkbox"/> 3 years                |
| <input type="checkbox"/> 5 years  | <input checked="" type="checkbox"/> Other (please specify) | 52 weeks                         | <input type="checkbox"/> Periodic (no end date) |

starting on Tue 12/09/2023 and ending on Mon 09/09/2024 [Cross out if not applicable]

**Note:** For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900

**Residential premises**

The residential premises are [Insert address]:

213/717 Anzac Parade, Maroubra NSW 2035

The residential premises include:

Yes 1 x Carspot, No Storage Cage, No Aircon, 1 x Dishwasher, 1 x Dryer, 1 x Gas stovetop

[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]

## Rent:

The rent is \$ 1700.00 per fortnight payable in advance starting on Tue 12/09/2023

**Note:** Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number: 182-222

account number: 303101281

account name: INFINITY PROPERTY AGENTS

payment reference: 0450851875, or

(b) to at by cash, or

(c) as follows:

**Note:** The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

## RENTAL BOND [Cross out if there is not going to be a bond]:

A rental bond of \$ 3400.00 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- ☐ the landlord or another person, or
- ☐ the landlord's agent, or
- ☒ NSW Fair Trading through Rental Bond Online.

**Note:** All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

## IMPORTANT INFORMATION

### Maximum number of occupants

No more than 2 persons may ordinarily live in the premises at any one time.

## Urgent repairs

Nominated tradespeople for urgent repairs:

<b>Flood Damage:</b>	Name:	Tel:
<b>Handyman Builder:</b>	Name:	Tel:
<b>Plumbing &amp; Gas:</b>	Name: NV Plumbing- Nick	Tel: 0404 966 411
<b>Electrical:</b>	Name: Real Power – Harrison	Tel: 0426 885 821

## Water usage

Will the tenant be required to pay separately for water usage?

☒ Yes ☐ No

If yes, see clauses 12 and 13.

## Utilities

Is **electricity** supplied to the premises from an embedded network?

☒ Yes ☐ No

Is **gas** supplied to the premises from an embedded network?

☒ Yes ☐ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

## Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☐ Hardwired smoke alarms

☒ Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

☒ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

Alkaline V

~~If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?~~

☐ Yes ☐ No

~~If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:~~

-

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

☒ Yes ☐ No

## Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises

☒ Yes ☐ No

If yes, see clauses 38 and 39.

## Giving notices and other documents electronically<sup>[Cross out if not applicable]</sup>

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.



**Note.** You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.

## Landlord

Does the landlord give express consent to the electronic service of notices and documents?

☒ Yes ☐ No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

☒ Yes

sandro@infinityproperty.com.au

☐ No

## Tenant

Does the tenant give express consent to the electronic service of notices and documents?

Tenant consents to electronic service of notices ☒ YES ☐ NO

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Amy Murphy	amymurphy97@hotmail.co.uk
Aoife Mulcaire	aoifemulcaire3@gmail.com

## Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

## Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

# The Agreement

## RIGHT TO OCCUPY THE PREMISES

1. **The Landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under '*Residential premises*'.

## COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
  - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

## RENT

3. **The tenant agrees:**
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date
4. **The landlord agrees:**
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
  - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
  - 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
  - 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the

tenant (unless the landlord has previously provided a statement for the same period).

*Note.* The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

## RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

*Note.* Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
  - 7.1 that the increased rent is payable from the day specified in the notice, and
  - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
  - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

## RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
  - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
  - 8.2 cease to be lawfully usable as a residence, or
  - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

## PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees** to pay:
  - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
  - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
  - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises

that are not separately metered, and

**Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

**Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 10.4** the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5** all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6** all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7** all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8** all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9** the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

#### **11. The tenant agrees to pay:**

- 11.1** all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2** all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

**Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 11.3** all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4** all charges for pumping out a septic system used for

the residential premises, and

- 11.5** any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6** water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
  - 11.6.1** are separately metered, or
  - 11.6.2** are not connected to a water supply service and water is delivered by vehicle.

**Note. Separately Metered** is defined in section 3 of the Residential Tenancies Act 2010.

#### **12. The landlord agrees** that the tenant is not required to pay water usage charges unless:

- 12.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority,
- 12.4** the residential premises have the following water efficiency measures:
  - 12.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
  - 12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
  - 12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
  - 12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

#### **13. The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

### **POSSESSION OF THE PREMISES**

#### **14. The landlord agrees:**

- 14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2** to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

### **TENANT'S RIGHT TO QUIET ENJOYMENT**

**15. The landlord agrees:**

- 15.1** that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2** that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3** that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

**USE OF THE PREMISES BY TENANT****16. The tenant agrees:**

- 16.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2** not to cause or permit a nuisance, and
- 16.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

**17. The tenant agrees:**

- 17.1** to keep the residential premises reasonably clean, and
- 17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4** that it is the tenant's responsibility to replace light globes on the residential premises.

**18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:**

- 18.1** to remove all the tenant's goods from the residential premises, and
- 18.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3** to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and
- 18.4** to remove or arrange for the removal of all rubbish

from the residential premises in a way that is lawful and in accordance with council requirements, and

- 18.5** to make sure that all light fittings on the premises have working globes, and
- 18.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

***Note.** Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).*

**LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES****19. The landlord agrees:**

- 19.1** to make sure that the residential premises are reasonably clean and fit to live in, and

***Note 1.** Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:*

- a) are structurally sound, and*
- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and*
- c) have adequate ventilation, and*
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and*
- e) have adequate plumbing and drainage, and*
- f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and*
- g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.*

***Note 2.** Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:*

- a) are in a reasonable state of repair, and*
- b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and*
- c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and*
- d) are not liable to collapse because they are rotted or otherwise defective.*

- 19.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

- 19.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

- 19.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5** not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

## URGENT REPAIRS

- 20. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
  - 20.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
  - 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
  - 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
  - 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
  - 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
  - 20.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

**Note.** The type of repairs that are **urgent repairs** are defined in the Residential Tenancies Act 2010 and are defined as follows:

- a) a burst water service,
- b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- c) a blocked or broken lavatory system,
- d) a serious roof leak
- e) a gas leak,

- f) a dangerous electrical fault,
- g) flooding or serious flood damage,
- h) serious storm or fire damage,
- i) a failure or breakdown of the gas, electricity or water supply to the premises,
- j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- k) any fault or damage that causes the premises to be unsafe or insecure.

## SALE OF THE PREMISES

### 21. The landlord agrees:

- 21.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2** to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

### 22. The tenant agrees

not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

### 23. The landlord and tenant agree:

- 23.1** that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2** that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

## LANDLORD'S ACCESS TO THE PREMISES

- 24. The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
  - 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
  - 24.2** if the Civil and Administrative Tribunal so orders
  - 24.3** if there is good reason for the landlord to believe the premises are abandoned,
  - 24.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
  - 24.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
  - 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
  - 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the

residential premises, if the tenant is given at least 2 days notice each time,

**24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

**24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

**24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

**24.11** if the tenant agrees.

**25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

**25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

**25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

**25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

**25.4** must, if practicable, notify the tenant of the proposed day and time of entry.

**26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

**27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

## PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

**28.** The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

**Note.** See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is '**published**'.

**29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence

within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

## FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

**30. The tenant agrees:**

**30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

**30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and

**30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

**30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

**30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

**30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

**31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

**Note.** The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

## LOCKS AND SECURITY DEVICES

**32. The landlord agrees:**

**32.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

**32.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

**32.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

**32.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

**32.5** to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

### **33. The tenant agrees:**

**33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

**33.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

**34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

## **TRANSFER OF TENANCY OR SUB-LETTING**

### **35. The landlord and tenant agree that:**

**35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

**35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

**35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

**35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

**Note:** Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.

**36. The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in

giving permission.

## **CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT**

### **37. The landlord agrees:**

**37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

**37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

**37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

**37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and

**37.5** if the State, Territory or country in which the Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with: landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

## **COPY OF CERTAIN BY-LAWS TO BE PROVIDED**

*[Cross out clauses if not applicable]*

**38. The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.

**39. The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

## **MITIGATION OF LOSS**

**40.** The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

## **RENTAL BOND**

*[Cross out clauses if no rental bond is payable]*

**41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement

## SMOKE ALARMS

### 42. The landlord agrees to:

- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

**Note 1.** Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

**Note 2.** Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**Note 3.** A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

**Note 4.** Section 64A of the Act provides that a smoke alarm includes a heat alarm.

### 43. The tenant agrees:

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a

battery in the smoke alarm, and

- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

**Note.** Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

- 44. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

**Note.** The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

## SWIMMING POOLS

[Cross out the following clause if there is no swimming pool]

- ~~45. The landlord agrees to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.~~

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) or in a community scheme (within the meaning of the *Community Land Development Act 1989*) and that strata or community scheme comprises more than 2 lots]

- ~~46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~

~~46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

**Note.** A swimming pool certificate of compliance is valid for 3 years from its date of issue.

## LOOSE-FILL ASBESTOS INSULATION

### 47. The landlord agrees:

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been



advised in writing by the landlord that the premises are listed on that Register, or

- 47.2** if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

## COMBUSTIBLE CLADDING

- 48. The landlord agrees** that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

- 48.1** that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2** that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3** that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

## SIGNIFICANT HEALTH OR SAFETY RISKS

- 49. The landlord agrees** that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

## ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

- 50. The landlord and tenant agree:**

- 50.1** to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4** if a notice is given withdrawing consent to electronic

service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

## BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

- 51.1** 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

**Note.** Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

- 52. The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

**Note.** Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years

## ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- a) both the landlord and the tenant agree to the terms, and
- b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- c) they do not conflict with the standard terms of this agreement.

Any additional terms are not required by law and are **negotiable**.]

## ADDITIONAL TERMS - PETS

[Cross out clauses if not applicable]

- 53. The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the

*breed, size etc]:*

No Pets. In the event a pet has been approved by the landlord, the tenant must conduct pest control and carpet cleaning at their expense on vacate.

#### 54. The tenant agrees:

- 54.1 to supervise and keep the animal within the premises, and
- 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3 to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4 to comply with any council requirements.

55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy

Insert any other agreed additional terms here. Attach a separate page if necessary.

### 1. ADDITIONAL TERMS - PETS (continued)

#### 56.1 The tenant agrees:

(a) to have the residential premises fumigated, at the tenants own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.

(b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenants own expense.

(c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.

(d) when requested, to provide written evidence of compliance with Clauses 55, 56.1 (a) and 56.1 (b) to the landlord/landlord's agent.

56.2 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

### 2. ADDITIONAL TERM - CONDITION REPORT

57. Where the landlord has in compliance with the Residential Tenancies Act 2010 provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.

57.1 The condition report will form part of and be included in this agreement.

57.2 The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the Residential Tenancies Act 2010.

### 3. ADDITIONAL TERM - INSPECTIONS

58.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.

58.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

### 4. ADDITIONAL TERM - CARE AND USE OF PREMISES

59. The tenant agrees, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:

59.1 they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.

59.2 to not paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.

59.3 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.

59.4 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing

drainage or sewerage system on the premises.

**59.5** not to hang washing or other articles outside anywhere but the areas designated for this purpose.

**59.6** to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.

**59.7** keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.

**59.8** where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.

**59.9** to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.

**59.10** where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.

**59.11** not to affix any television antenna to the premises.

**59.12** not to maliciously or negligently damage the premises or any part of the premises.

**59.13** to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or its guest/s.


**59.14** at the commencement of the tenancy, the Landlord has provided the premises with all light bulbs, LED lights and fluorescent tubes in good working order. The Tenant will promptly replace, at the Tenant's cost, blown or damaged light bulbs, LED lights or fluorescent tubes (and starters, if required) and ensure all are in a working condition at the end of the tenancy. Where damage has been occasioned by the Landlord or its Agent, it shall be the Landlord's responsibility to replace such damaged equipment.

**59.15** to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.

**59.16** to notify the landlord of any infectious disease at the premises.

**59.17** where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/landlord's agent.

## 5. ADDITIONAL TERMS- AGREEMENT TO USE PREVIOUS CONDITION REPORT

**60.** The landlord and tenant agree that the condition report, prepared for a tenancy agreement dated  and entered into by the tenant, applies to this Agreement.

## 6. ADDITIONAL TERM - OCCUPANTS

**61.** Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the Residential Tenancies Act 2010.

## 7. ADDITIONAL TERM - TELECOMMUNICATION SERVICES

**62.** On termination the tenant agrees to leave telecommunication services (for example telephone, internet, television or cable) and associated hardware, fittings and fixtures, in the same condition as at the start of the tenancy, and ensure (if required) the services continue, are transferred or terminated (as the landlord/agent may direct).

**63.** Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services and associated hardware, fixtures and fittings to the premises.

**64.** The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of any hardware, fixtures and fittings in the premises relating to such services.

## 8. HIGHLIGHT SECTIONS FOR EMPHASIS

**3.1** to PAY RENT ON TIME. (This is very IMPORTANT. If you failed, this agreement will not be renewed.)

**11.6** to pay water usage charges if the residential premises are separately metered.

**17.1** to keep the residential premises reasonably clean

**56.2** to not keep animals on the residential premises without obtaining the landlord's consent, Where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises. Both pest control and carpet cleaning will be required at vacate at the tenant's expense - invoices will be required.

**59.4** to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.

**59.11** to replace any light bulbs and fluorescent tubes that have blown during the tenancy.

**59.12** to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises. Including but not limited to; clean mould off grout, especially behind sinks, showers, and between tiles in wet areas.

**64** The landlord gives no warrant as to the provision of adequacy of such telecommunication services or as to the provision of serviceability of fittings in the premises relating to such services.

## NOTES

### 1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for: (a) the letting of residential premises, or (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

### 2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

### 3. Ending a fixed term agreement

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until

the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

### 4. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

### 5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

### 6. Warning

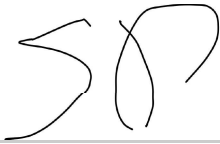
It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

**THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.**

**Note.** Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD/AGENT

AGENT : **Sandro Pamplona** on behalf of **Ruth Levine** (Landlord)

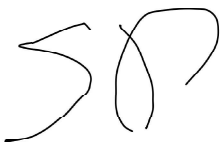


Signed at Tue, 12/09/2023 06:49 , from device: Windows 10 Other Chrome 116.0.0

**9. LANDLORD INFORMATION STATEMENT**

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

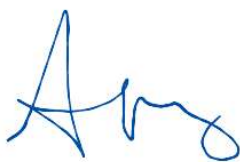
AGENT : **Sandro Pamplona** on behalf of **Ruth Levine** (Landlord)



Signed at Tue, 12/09/2023 06:49 , from device: Windows 10 Other Chrome 116.0.0

**SIGNED BY TENANT(S)**

Tenant 1: **Amy Murphy**



Signed at Thu, 17/08/2023 18:48 , from device: iOS 16.6 iPhone Mobile Safari 16.6

Tenant 2: **Aoife Mulcaire**



Signed at Thu, 17/08/2023 18:17 , from device: iOS 16.1.2 iPhone Mobile Safari 16.1

## TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the **Tenant Information Statement** published by NSW Fair Trading.

Tenant 1: **Amy Murphy**



*Signed at Thu, 17/08/2023 18:48 , from device: iOS 16.6 iPhone Mobile Safari 16.6*

For information about your rights and obligations as a landlord or tenant, contact:

- NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)

## AUDIT TRAIL

### Amy Murphy (Tenant)

- Thu, 17/08/2023 12:38 - Amy Murphy clicked 'start' button to view the Residential Tenancy Agreement (iOS 16.6 iPhone Mobile Safari 16.6, IP: 1.121.176.77)
- Thu, 17/08/2023 18:48 - Amy Murphy clicked 'start' button to view the Residential Tenancy Agreement (iOS 16.6 iPhone Mobile Safari 16.6, IP: 1.124.30.237)
- Thu, 17/08/2023 18:48 - Amy Murphy stamped saved signature the Residential Tenancy Agreement (iOS 16.6 iPhone Mobile Safari 16.6, IP: 1.124.30.237)
- Thu, 17/08/2023 18:49 - Amy Murphy submitted the Residential Tenancy Agreement (iOS 16.6 iPhone Mobile Safari 16.6, IP: 1.124.30.237)

### Aoife Mulcaire (Tenant)

- Thu, 17/08/2023 18:13 - Aoife Mulcaire clicked 'start' button to view the Residential Tenancy Agreement (iOS 16.1.2 iPhone Mobile Safari 16.1, IP: 120.17.41.151)
- Thu, 17/08/2023 18:17 - Aoife Mulcaire stamped saved signature the Residential Tenancy Agreement (iOS 16.1.2 iPhone Mobile Safari 16.1, IP: 120.17.41.151)
- Thu, 17/08/2023 18:17 - Aoife Mulcaire submitted the Residential Tenancy Agreement (iOS 16.1.2 iPhone Mobile Safari 16.1, IP: 120.17.41.151)

### Sandro Pamplona (AGENT)

- Tue, 12/09/2023 06:46 - Sandro Pamplona clicked 'start' button to view the Residential Tenancy Agreement
- Tue, 12/09/2023 06:49 - Sandro Pamplona stamped saved signature the Residential Tenancy Agreement
- Tue, 12/09/2023 06:49 - Sandro Pamplona submitted the Residential Tenancy Agreement

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## AGREEMENT END

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