



Commonwealth of Australia



**ASIC**

Australian Securities &  
Investments Commission

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AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION 01/1072  
CORPORATIONS ACT 2001  
SUBSECTION 340(1)  
ORDER

PURSUANT to subsection 340(1) of the Corporations Act 2001 ("Act"), the AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION ("ASIC") hereby makes the following order in respect of MORGAN & CO PTY LTD (ACN 008 673 694) ("the Company").

**ORDER**

This Order applies only in relation to the financial year of the Company that starts on 1 January 2001 ("Relevant Financial Year").

**Effect of Order**

This Order exempts:

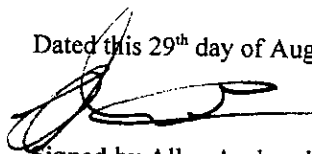
- (a) the Company from compliance with sub-sections 301(1) and 314(1)(a)(iii) of the Act;
  - (b) the auditor of the Company (if any) from compliance with sections 307 and 308 of the Act,
- in relation to the Company's financial report for the Relevant Financial Year.

**ON CONDITION THAT:**

The Company complies with all of the conditions contained in ASIC Class Order 98/1417 dated 13 August 1998 other than the conditions contained in sub-paragraphs (e)(i), (ii), (iii) and (iv) which are substituted by the following:

"Within the period of 14 days from the date of this Order the following has occurred:"

Dated this 29<sup>th</sup> day of August 2001



Signed by Allan Ausbruch

as delegate of the Australian Securities and Investments Commission

Australian Securities and Investments Commission  
Corporations Act 2001 — Subsection 741(1) — Exemption 01/1075

Pursuant to subsections 283GA(1), 601QA(1) and 741(1) of the Corporations Act 2001 ("the Act") the Australian Securities and Investments Commission ("ASIC") hereby exempts the person specified in Schedule A from the provisions specified in Schedule B in the cases referred to in Schedule C and on the condition referred to in Schedule D.

**SCHEDULE A**

Accenture Limited, a company incorporated in Bermuda ("Issuer").

**SCHEDULE B**

1. Subsection 711(5), subsection 723(3) and paragraph 724(1)(b) of the Act;
2. Parts 2L.1, 2L.2, 2L.3, 2L.4 and 2L.5 of the Act; and
3. Subsection 601ED(5) of the Act.

**SCHEDULE C**

- (a) Offers for issue or sale of debentures or interests in a managed investment scheme constituted by or as a consequence of offers to accept money on deposit in conjunction with offers made to employees of the Issuer and each associated body corporate of the Issuer which is involved in the operation of the employee share scheme to acquire shares in the Issuer under the Accenture Limited 2001 Employee Share Purchase Plan ("employee share scheme"); and
- (b) Offers of securities made pursuant to the employee share scheme  
(collectively "the Offers")

and where the Offers are made pursuant to a prospectus to be lodged with ASIC on or about the date of this instrument.

**SCHEDULE D**

As soon as practicable after the Issuer announces the offers are to be made, the Issuer provides each offeree who receives an offer within this jurisdiction with a copy of the prospectus referred to in Schedule C.

Dated 29 August 2001



Signed Steven Rice  
as a delegate of the Australian Securities and Investments Commission

**AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION  
IN THE MATTER OF PART 7.3 OF THE CORPORATIONS LAW AND  
ASHOK KUMAR PAL**

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**BANNING ORDER**

The Australian Securities and Investments Commission hereby makes an order pursuant to paragraph 829(c) and section 830 of the Corporations Law prohibiting Ashok Kumar Pal for the period until 31 December 2001 from doing an act as a representative of a dealer or an investment adviser.

Dated this 31<sup>st</sup> day of August 2001



.....  
Sharman Grant, Delegate of the Australian Securities and Investments Commission

Australian Securities and Investments Commission  
Corporations Law — Paragraph 601QA(1)(a) — Exemption **0 1 / 1 0 7 9**

1. Pursuant to paragraph 601QA(1)(a) of the Corporations Act 2001 ("the Law"), the Australian Securities and Investments Commission ("ASIC") hereby exempts the persons referred to in Schedule A in the case described in Schedule B on the conditions set out in Schedule C from compliance with section 601ED.

**SCHEDULE A**

1. The First Oasis Pty Ltd ACN 088 569 028; and
2. Any other person who from time to time operates the Scheme who has undertaken to ASIC in writing that they have read and will comply with the conditions set out in Schedule C.
3. Any person who is an employee or agent of a person referred to in paragraph 1 or 2 of this Schedule A.

The persons described in this Schedule A are referred to in this instrument as "Promoters".

**SCHEDULE B**

Operating a managed investment scheme (the "Scheme") that involves registered proprietors of strata title units or community title interests located at Oasis at Palm Cove, Veivers Road, Palm Cove Queensland ("strata units"), making their strata units available to a Promoter for use as part of a serviced apartment, hotel, motel or resort complex where every interest in the Scheme ("Interest") has been issued because of an offer or invitation:

- (a) made or issued before 2 March 2000;
- (b) made or issued after 1 March 2000 and before 1 January 2001 and a Promoter provides to each person to whom the offer or invitation is made at or before the making of the offer or invitation, a document that the Promoter reasonably believes complies with Schedule D that is signed and dated by the person that is operating the serviced apartment, hotel, motel or resort complex ("operator") or, if the operator is not knowingly concerned in the offer or invitation, by a Promoter;
- (c) made or issued after 31 December 2000 where:
  - (i) the offer or invitation relates only to the making available of strata units that on 31 December 2000 were owned by, or in relation to which there was a binding contract of sale with, a person other than a Promoter or any other person that a Promoter has reason to suspect was involved in development of the strata units or the operation of the Scheme; and
  - (ii) no more than 20 persons (other than persons that were members on or before 31 December 2000) become members of the Scheme in any 12 months starting after 31 December 2000 because of an offer or invitation by a Promoter other than an offer permitted by paragraph (d) or (e);
- (ca) made or issued after 31 December 2000 where:
  - (i) the offer or invitation is in accordance with a description of intended offers lodged with ASIC prior to the offer or invitation being made or issued, and ASIC has not notified the Promoter in writing that such offer or invitation should not be made or issued;

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- (ii) the description lodged includes:
  - (A) the number of strata units planned in the real property to which the Scheme relates;
  - (B) the anticipated completion date of each incomplete building;
  - (C) the number of strata units that:
    - (I) are held by a Promoter or its associate that the Promoter intends be sold other than to a Promoter or its associate;
    - (II) are held by a Promoter or its associate that the Promoter does not intend be sold to a person other than to a Promoter or its associate; and
    - (III) have been sold to a person that is not a Promoter or an associate of a Promoter;
  - (D) whether there have been any changes to the structure of the Scheme or other material changes to the information that has been given to ASIC in relation to the Scheme; and
  - (E) the anticipated completion of all currently intended sales;
- (iii) a Promoter provides to each person to whom the offer or invitation is made at or before the making of the offer or invitation, a document that the Promoter reasonably believes complies with Schedule D that is signed and dated by the operator or, if the operator is not knowingly concerned in the offer or invitation, by a Promoter; and
- (iv) the document referred to in sub-paragraph (iii) also clearly and prominently discloses:
  - (A) the extent (if any) to which members of the Scheme have the same rights as those which are described in Schedule E of ASIC Class Order 00/570 (being rights to replace the operators of certain schemes);
  - (B) the extent (if any) to which members of the Scheme do not have such rights; and
  - (C) the substance of the rights referred to in sub-paragraphs (A) and (B)."; and
- (d) that is an excluded offer or an excluded invitation or an offer or invitation to which ASIC Class Order 98/1931 or a replacement for that Class Order applies; or
- (e) that would not need disclosure to investors under Part 6D.2 of the Law because of section 708 (other than subsection 708(1)) assuming that the Scheme is registered and that Interests are securities.

#### SCHEDULE C

1. Each Promoter must not engage in misleading or deceptive conduct or conduct that is likely to mislead or deceive in relation to the Interests.
2. Each Promoter must not intentionally or recklessly fail to comply with its obligations to any member of the Scheme in relation to an Interest to the material detriment of the member.
3. Each Promoter must notify ASIC in writing immediately if:

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- (a) it is, or becomes aware that there is reason to suspect that a Promoter has:
- (i) engaged in misleading or deceptive conduct or conduct that is likely to mislead or deceive in relation to the Interests; or
  - (ii) not complied with its obligations to any member of the Scheme to the material detriment of the member,
- whether that conduct or non-compliance occurred before or occurs after the date of this instrument; and
- (b) ASIC has not previously been notified of the conduct or non-compliance.
4. Each Promoter must ensure that, where the Promoter makes an offer of Interests for issue to which paragraph (c) of Schedule B applies, the Promoter provides to each person to whom the offer is made at or before the making of the offer a document that the Promoter reasonably believes complies with Schedule D ("Disclosure Statement") that is signed and dated by the operator or, if the operator is not knowingly concerned in the offer, by the Promoter.

#### SCHEDULE D

1. The Disclosure Statement must:
- (a) describe the main features of the Interests;
  - (b) set out the main terms and conditions of the offer or invitation;
  - (c) provide answers to the questions set out in paragraph 2 of this Schedule (the questions need not be set out, and the answers can be provided in any order or format), sufficiently to enable a typical person that may be offered Interests ("investor") to make an informed decision whether to become a member of the Scheme, having regard to every matter which is material to such a decision that:
    - (i) is known to any person who authorised or caused the issue of the Disclosure Statement; or
    - (ii) it would be reasonable for such a person to obtain by making inquiries; and
  - (d) be a copy of a disclosure statement that has been given to ASIC, if ASIC has requested a Promoter in writing that any disclosure statement relating to the Scheme be given to it.
2. The questions are:
- (a) What is being offered?
    - (i) How are the investor's property rights affected by holding an Interest?
    - (ii) What key rights will investors have in relation to the use of their strata unit by the operator?
    - (iii) What sort of serviced apartment, hotel, motel or resort complex is being operated under the Scheme and how will it be operated?
    - (iv) What are the key terms of any lease, licence or rights that investors are to confer on the operator in relation to the operation of the Scheme?

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- (v) Does the operator own or have rights in relation to any property that may adversely affect:
  - (A) how the Scheme would operate if the operator were changed; or
  - (B) the amount investors are likely to receive for use of their strata unit if the property ceases to be available (for whatever reason),and, if so, what are those rights? How could the adverse effect happen?
- (b) What are the risks and returns of the investment?
  - (i) How, in general terms, will the operation of the serviced apartment, hotel, motel or resort complex generate returns for investors?
  - (ii) When and how are these returns to be calculated and made available to investors?
  - (iii) Are investors in the Scheme guaranteed or promised that they will receive a particular rate of return from the Scheme? If so:
    - (A) what are the conditions for receiving the benefits of this guarantee or promise;
    - (B) what (if any) are the circumstances in which the person providing the guarantee or promise may be unable to honour it;
    - (C) what is the financial position of the person giving the guarantee or promise; and
    - (D) on what basis do investors receive returns once the guarantee or promise expires?
  - (iv) If no particular rate of return is guaranteed or promised:
    - (A) is the operator aiming to achieve a particular return;
    - (B) can investors expect any particular return; and
    - (C) are returns from the Scheme uncertain?
  - (v) If returns from the Scheme may vary from what is aimed for or expected, or are otherwise uncertain, what are the main factors which will affect the level of return? If occupancy rates will affect the rate of return what are the main factors that will affect occupancy rates?
  - (vi) Do investors have potential liability to pay moneys in relation to the Scheme or their ownership of a strata unit in any circumstances? If so, what are these liabilities and what main factors will affect the amount of these liabilities? For example, how will any repairs, refurbishment or replacement of any part of the serviced apartment, hotel, motel or resort complex and its furniture and fittings be paid for?
  - (vii) Is there a suggested minimum period of time that an investor's investment should remain in the Scheme? If so, why is that period of time suggested? What, if any, are the kinds of qualifications on that suggestion?
- (c) What are the fees, charges, expenses and taxes associated with the Scheme?



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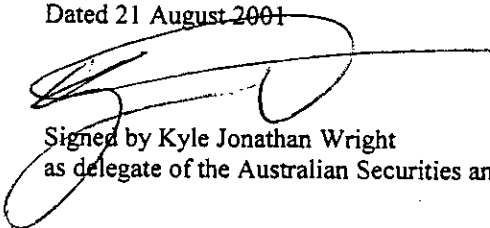
- (i) What fees, charges, expenses or taxes, if any, may be payable by an investor if they join the Scheme?
  - (ii) What fees, charges, expenses or taxes, if any, may be payable by an investor if they withdraw from the Scheme?
  - (iii) What other fees, charges, expenses or taxes may be deducted from the assets or income of the Scheme or otherwise borne by investors?
  - (iv) What general kinds of tax are likely to be payable on an investor's returns on investment in the Scheme?
- (d) Who is the operator?
- (i) If the operator signs the Disclosure Statement, who is it and what are its credentials in operating hotels, motels, resorts or serviced apartment complexes (including details of its principal activities and relevant experience)?
  - (ii) If the operator does not sign the Disclosure Statement, how, and on what basis, will the operator be selected to undertake the operation of the Scheme?
  - (iii) If the operator signs the Disclosure Statement and the operator is to engage a person to operate the hotel, motel, resort or serviced apartment complex on its behalf, what credentials will that person have to operate the hotel, motel, resort or serviced apartment complex?
  - (iv) What are the custodial arrangements for holding the money of the Scheme including money held for distribution to members and to meet expenses of the Scheme?
- (e) When can investments be withdrawn and transferred?
- (i) When and how can an investor withdraw from the Scheme?
  - (ii) Can an Interest be transferred and, if so, in what circumstances? What legal requirements apply?
- (f) What information can be obtained?
- (i) How can the entity signing the Disclosure Statement be contacted?
  - (ii) Is there any particular information available to a prospective or existing investor on request made to that entity? If so, how can that information be obtained?
  - (iii) When and how is the operator to report to an investor in the Scheme on the operations of the Scheme (including the Scheme's performance)?
3. The Disclosure Statement must also include a prominent statement to the effect that a person should consider whether to consult:
- (a) an investment adviser who is either a securities licensee or an authorised representative of a securities licensee;
  - (b) a taxation adviser; and
  - (c) a lawyer,

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before making a decision to become a member of the Scheme and if the Disclosure Statement is given to a person that does not own and has not agreed to buy a strata unit to which the Scheme relates, also before signing any contract to buy a strata unit on the basis that the person will become a member.

4. The Disclosure Statement must also include a prominent statement to the effect that investors do not have the benefit of the protection that applies to investors in a regulated managed investments scheme and that, in particular:
  - (a) the Scheme is not a registered scheme;
  - (b) the promoter and operator do not have a securities dealers licence; and
  - (c) the Disclosure Statement is not a prospectus containing the information required by the Corporations Law.

Dated 21 August 2001



Signed by Kyle Jonathan Wright  
as delegate of the Australian Securities and Investments Commission.

Australian Securities and Investments Commission  
Corporations Law — Paragraph 601QA(1)(a) — Exemption 01/1080

Pursuant to paragraph 601QA(1)(a) of the Corporations Act 2001 (Law), the Australian Securities and Investments Commission (ASIC) hereby exempts each person referred to in Schedule A from section 601ED of the Law in the case referred to in Schedule B on the conditions set out in Schedule C.

SCHEDULE A — WHO IS EXEMPT

Any person who operates the schemes specified in Schedule B (scheme) and the following persons (promoters):

- (a) Posada Properties Pty Ltd ACN 095 597 747; and
- (b) any other person offering an interest in such a scheme for issue or inviting persons to apply for the issue of such an interest,

other than a person who is aware that any disclosure statement required to be given to a person under this instrument in relation to the scheme was not given or was given but did not comply with this instrument.

SCHEDULE B — SCHEMES EXEMPTED

Operating a managed investment scheme which involves an owner (investor) of real property (strata unit), in the investor's discretion, making their strata unit available for use by a person (operator) as part of a serviced apartment, hotel, motel or resort complex located at the Liberty Resort Villas or the Liberty Resort Apartments, Kennedy Highway and Greenhills Road, Kuranda Queensland, developed in accordance with an approval of a local government organisation and in relation to which on 1 March 2000 there was no person who had bought or agreed to buy a strata unit and who, before agreeing to buy, had been offered an interest in the scheme, where:

- (a) the sale of the strata unit is not and was not conditional on participation in the serviced strata scheme;
- (b) each investor and the operator may withdraw from participation in the scheme on no more than 90 days notice and an investor that withdraws will not be bound after that notice expires to allow use of their strata unit except for occupation of the strata unit:
  - (i) by a person other than the operator or an associate of the operator; and
  - (ii) under an agreement that the operator made with that person before the notice of withdrawal was given;
- (c) each investor may, if the investor withdraws from participation in the scheme, appoint another person to manage their strata unit;
- (d) the operator is licensed in relation to the conduct of the letting services under the law of a State or Territory or holds a securities dealers licence;
- (e) no payment is liable to be made by an investor to participate in the scheme other than:
  - (i) payment of money to buy the strata unit; and
  - (ii) one or more payments of the investor's reasonable proportion of the operator's fees and expenses with respect to the management of the scheme where each such payment:
    - (A) relates to a period of no more than 3 months; and
    - (B) is reasonably commensurate with the work done or to be done, or the expenses incurred or likely to be incurred (as the case may be), by the operator during that period;

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- (f) there is no obligation on any person to ensure that other owners of strata units agree to participate in the scheme; and
- (g) the serviced apartment, hotel, motel or resort complex is operated in accordance with a written agreement entered into or to be entered into between the operator and each investor which agreement includes provisions as specified in Schedule E.

#### SCHEDULE C — CONDITIONS ON OPERATORS AND PROMOTERS

- 1 The operator must ensure that any part of the scheme property held in cash or on deposit with an Australian ADI or a financial institution must be held on trust for the members in a trust account and subject to audit as to whether the moneys have been dealt with in accordance with the terms of the trust by a registered company auditor at least annually;
- 2 Each person that is involved in making an offer of interests in the scheme for issue or inviting a person to apply for the issue of such interests (promoter) must:
  - (a) not engage in any misleading or deceptive conduct or conduct that is likely to mislead or deceive in connection with those offers or invitations;
  - (b) ensure that a disclosure statement complying with Schedule D is given to each person to whom an offer or invitation is made at or before the making of the offer or invitation; and
  - (c) ensure that the disclosure statement is signed and dated by the operator or, if the operator is not knowingly concerned in the offer or invitation, by a promoter; and
- 3 The operator must comply with the provisions specified in Schedule E which are included in the agreement referred to in paragraph (g) of Schedule B.

#### SCHEDULE D — THE DISCLOSURE STATEMENT

- 1 The disclosure statement must:
  - (a) describe the main features of the interests in the scheme;
  - (b) set out the main terms and conditions of the offer or invitation; and
  - (c) provide answers to the questions set out in paragraph 2 of this Schedule (the questions need not be set out, and the answers can be provided in any order or format),

sufficiently to enable a typical investor in those securities to make an informed decision whether to become a member of the scheme, having regard to every matter which is material to such a decision that is known to any person who authorised or caused the issue of the disclosure statement.

- 2 The questions are:
  - (a) What is being offered?
    - (i) How are the investor's property rights affected by holding an interest in the scheme?
    - (ii) What key rights will investors have in relation to the use of their strata unit by the operator?
    - (iii) What sort of serviced apartment, hotel, motel or resort complex is being operated under the scheme? How will it be operated?

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- (iv) What are the key terms of any lease, licence or rights that investors are to confer on the operator in relation to the operation of the scheme?
- (v) Does the operator own or have rights in relation to any property that may adversely affect:
  - (A) how the scheme would operate if the operator were changed; or
  - (B) the amount investors are likely to receive for use of their strata unit if the property ceases to be available (for whatever reason),and, if so, what are those rights? How could the adverse effect happen?
- (b) What are the risks and returns of the investment?
  - (i) How, in general terms, will the operation of the serviced apartment, hotel, motel or resort complex generate returns for investors?
  - (ii) When and how are these returns to be calculated and made available to investors?
  - (iii) Are investors in the scheme guaranteed or promised that they will receive a particular rate of return from the scheme? If so:
    - (A) what are the conditions for receiving the benefits of this guarantee or promise;
    - (B) what (if any) are the circumstances in which the person providing the guarantee or promise may be unable to honour it;
    - (C) what is the financial position of the person giving the guarantee or promise; and
    - (D) on what basis do investors receive returns once the guarantee or promise expires?
  - (iv) If no particular rate of return is guaranteed or promised:
    - (A) is the operator aiming to achieve a particular return;
    - (B) can investors expect any particular return; or
    - (C) are returns from the scheme uncertain?
  - (v) If returns from the scheme may vary from what is aimed for or expected, or are otherwise uncertain, what are the main factors which will affect the level of return? If occupancy rates will affect the rate of return what are the main factors that will affect occupancy rates?
  - (vi) Do investors have potential liability to pay moneys in relation to the scheme or their ownership of a strata unit in any circumstances? If so, what are these liabilities and what main factors will affect the amount of these liabilities? For example, how will any repairs, refurbishment or replacement of any part of the serviced apartment, hotel, motel or resort complex and its furniture and fittings be paid for?
  - (vii) Is there a suggested minimum period of time that an investor's investment should remain in the scheme? If so, why is that period of time suggested? What, if any, are the kinds of qualifications on that suggestion?
- (c) What are the fees, charges, expenses and taxes associated with the scheme?

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- (i) What fees, charges, expenses or taxes, if any, may be payable by an investor if they join the scheme?
  - (ii) What fees, charges, expenses or taxes, if any, may be payable by an investor if they withdraw from the scheme?
  - (iii) What other fees, charges, expenses or taxes may be deducted from the assets or income of the scheme or otherwise borne by investors?
  - (iv) What general kinds of tax are likely to be payable on an investor's returns on investment in the scheme?
- (d) Who is the operator?
- (i) If the operator signs the disclosure statement, who is it and what are its credentials in operating hotels, motels, resorts or serviced apartment complexes (including details of its principal activities and relevant experience)?
  - (ii) If the operator does not sign the disclosure statement, how, and on what basis, will the operator be selected to undertake the operation of the scheme?
  - (iii) If the operator signs the disclosure statement and the operator is to engage a person to operate the complex on its behalf, what credentials will that person have to operate the hotel, motel, resort or serviced apartment complex?
  - (iv) What are the custodial arrangements for holding the money of the scheme including money held for distribution to members and to meet expenses of the scheme?
- (e) When can investments be withdrawn and transferred?
- (i) When and how can an investor withdraw from the scheme?
  - (ii) Can the interest in the scheme be transferred and, if so, in what circumstances? What legal requirements apply?
- (f) What information can be obtained?
- (i) How can the entity signing the disclosure statement be contacted?
  - (ii) Is there any particular information available to a prospective or existing investor on request made to that entity? If so, how can that information be obtained?
  - (iii) When and how is the operator to report to an investor in the scheme on the operations of the scheme (including the scheme's performance)?

3 The disclosure statement must also include a prominent statement to the effect that a person should consider whether to consult:

- (a) an investment adviser who is either a securities licensee or an authorised representative of a securities licensee;
- (b) a taxation adviser; and
- (c) a lawyer,

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before making a decision to become a member of the scheme and if the disclosure statement is given to a person that does not own and has not agreed to buy a strata unit to which the scheme relates, also before signing any contract to buy a strata unit on the basis that the person will become a member.

#### SCHEDULE E — PROCEDURES FOR TRANSFERRING MANAGEMENT RIGHTS

1. *Transfer of management rights*

- (a) If a majority of scheme members advise the operator in writing that they wish to terminate the operator's engagement, the operator must within 9 months transfer the management rights to a person that is chosen by the operator that has not been involved in the operation (including promotion) of the scheme and is not controlled by a person that has been involved in the operation (including promotion) of the scheme.
- (b) If an operator fails to complete that transfer within the 9 month period, the operator must cause the transfer of the management rights to a replacement operator named in a written notice given by a majority of scheme members, at a price specified in the notice.
- (c) A transfer referred to in paragraphs (a) or (b) must be done as soon as practicable, but if there is a body corporate for the real property to which the scheme relates, there must be a reasonable time for members of the body corporate to consider whether to make a decision referred to in paragraph 2(b) unless the body corporate has consented to the transfer.

2. *Consent of body corporate to new care-taking arrangements*

- (a) If an operator receives a notice under paragraph 1(b) of this Schedule, the operator must advise all body corporate members of the name of the person to whom the transfer is to be made.
- (b) Unless the body corporate has consented to the transfer, an operator does not have to transfer the management rights to the person named in the notice described in paragraph 1(b) of this Schedule if a majority of body corporate members state in writing to the operator that the person should not be engaged by the body corporate to perform care-taking functions.
- (c) If a majority of body corporate members make a decision referred to in paragraph 2(b) of this Schedule, a majority of scheme members may then at any time name a replacement operator by a written notice, to whom the operator must transfer the management rights at a price specified in the notice and the notice will be taken to be given in accordance with paragraph 1(b) of this Schedule.
- (d) This paragraph 2 does not apply if the body corporate or a majority of body corporate members agree in writing to the transfer to the person named in a notice under paragraph 1(b) or 2(c) of this Schedule before that notice is given to the operator.

3. *Price payable on transfer*

The price scheme members specify in a notice under paragraph 1(b) of this Schedule must be one of the following:

- (a) the average of two valuations of the management rights by independent qualified valuers nominated by the Australian Property Institute (or another relevant independent professional body approved by ASIC); or
- (b) the highest bona fide bid for the management rights (excluding a bid by the operator or its associates) at an auction of which at least 60 days notice had been given; or
- (c) the highest bona fide amount tendered (excluding any tender by the operator or its associates) for the management rights following reasonable efforts to market the property for at least 60 days.

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4. *Voting*

- (a) In determining if there is a majority of scheme members or body corporate members, the operator and its associates and any person nominated as a replacement operator and associates of that person must not be counted.
- (b) For scheme members, a majority is based on their entitlement to vote at body corporate meetings if there is a body corporate for the property to which the scheme relates, and otherwise each member shall have one vote.
- (c) For body corporate members, a majority is based on their entitlement to vote at body corporate meetings.
- (d) A scheme member or a body corporate member makes a decision by signing a document that sets out the decision.

5. *Costs*

- (a) Any member may arrange a valuation or auction of, or may market, the management rights before or after the expiration of the 9 month period referred to in paragraph 1(a) of the Schedule for the purposes of determining a price to be specified in a notice under paragraph 1(b) of this Schedule.
- (b) If a member incurs any reasonable valuation, auction or marketing costs under paragraph 5(a) of this Schedule that member is entitled to be reimbursed out of the price payable by any person nominated by the members as transferee of the management rights when the price is paid to the operator.

6. *Assistance*

The operator must give reasonable assistance to enable the transferee to operate the resort, hotel, motel or serviced apartment complex including making available information concerning any prospective bookings.

7. *Definitions*

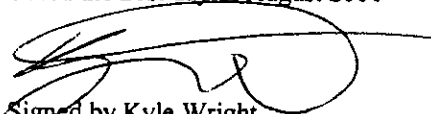
In this Schedule:

“scheme members” means investors in the scheme excluding the operator and its associates;

“management rights” means all real or personal property (including contractual rights) held by the operator or any of its associates that facilitates the operation of the scheme; and

“transfer” in relation to management rights means to assign or transfer the management rights or to cause another person to become the holder of those rights or rights substantially the same as those rights.

Dated the 21st day of August 2001



Signed by Kyle Wright

as delegate of the Australian Securities and Investments Commission



**Australian Securities and Investments Commission  
Corporations Act 2001 - Subsection 669(1) - Declaration**

**0 1 / 1 0 8 1**

Pursuant to subsection 669(1) of the Corporations Act 2001 ("the Act") the Australian Securities and Investments Commission ("the Commission") declares that Chapter 6A of the Act, as modified by the instrument dated 27<sup>th</sup> July 2001 and executed by Merinda Northrop as a delegate of the Commission, applies to the person specified in Schedule A in the case specified in Schedule B as if the words "within 2 months" were omitted and the words "by 12<sup>th</sup> September 2001" were inserted.

**Schedule A**

Liquorland (Australia) Pty Ltd ACN 007 512 414 ("Bidder").

**Schedule B**

The takeover bid by the Bidder for all of the ordinary shares in Australian Liquor Group Pty Ltd (ACN 089 094 557) in respect of which a bidder's statement was lodged with the Commission on 1 May 2001.

Dated this 29<sup>th</sup> day of August 2001

Signed:..........

Merinda Northrop, as a delegate of the  
Australian Securities and Investments Commission

**Australian Securities & Investments Commission  
Corporations Act Section 825  
Order Revoking Licence**

**0 1 / 1 0 8 2**

**TO:** Innovation Asset Management Limited, ACN: 090 503 343 ("the Licensee")  
GPO Box 1586  
Sydney NSW 2001

Pursuant to paragraph 825(a) of the Corporations Act, the Australian Securities and Investments Commission hereby revokes Licence Number 202735 held by the Licensee with effect from when this order is served on the Licensee.

Dated this 3<sup>rd</sup> day of September 2001.

Signed .....

Leigh-Anne Perillo, a delegate of the Australian Securities and Investments Commission

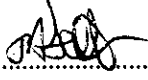
**Australian Securities & Investments Commission  
Corporations Law Section 825  
Order Revoking Licence**

**0 1 / 1 0 8 3**

**TO:** Macquarie Property Development Finance Limited, ACN: 077 727 318 ("the Licensee")  
Level 15  
No 1, 1 Martin Place  
SYDNEY NSW 2000

Pursuant to paragraph 825(a) of the Corporations Law , the Australian Securities and Investments Commission hereby revokes Licence Number 171028 held by the Licensee with effect from when this order is served on the Licensee.

Dated this 3<sup>rd</sup> day of September 2001.

Signed Jeffrey Albert Scott.....  
as delegate of the Australian Securities and Investments Commission

Corporations Act 2001  
Subsection 164(3)

Notice is hereby given that the ASIC will alter the registration details of the following companies  
1 month after the publication of this notice, unless an order by a court or Administration Appeals Tribunal prevents it from doing so.

**AUSTRALIAN BIOGEN LIMITED**  
ACN 086 778 476 will change to a proprietary company limited by shares. The new name will be AUSTRALIAN BIOGEN PTY LTD  
ACN 086 778 476.

**SECURITIES HOLDCO PTY LTD**  
ACN 088 267 690 will change to a public company limited by shares. The new name will be SECURITIES HOLDCO LIMITED  
ACN 088 267 690.

**TPG HOLDINGS LIMITED** ACN 003 328 103 will change to a proprietary company limited by shares. The new name will be  
TPG HOLDINGS PTY LTD ACN 003 328 103.

**THE LODGE MOTEL**  
**MANAGEMENT SERVICES LTD** ACN 076 784 800 will change to a proprietary company limited by shares. The new name will be THE LODGE MOTEL MANAGEMENT SERVICES PTY LTD  
ACN 076 784 800.

**TOURAUST FUNDS MANAGEMENT LIMITED** ACN 052 245 726 will change to a proprietary company limited by shares. The new name will be  
TOURAUST FUNDS MANAGEMENT PTY LIMITED ACN 052 245 726.

CORPORATIONS ACT 2001  
SECTION 601AH(1)

Notice is hereby given that the registration of  
the companies mentioned below will be reinstated.

Dated this fifth day of September 2001

Margaret Boothman :  
DELEGATE OF  
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company	ACN
A AAAAAAAAAAAAAAAAAAAAAAAAAADVANCE PTY LTD	050 054 665
AHRA PTY. LTD.	006 143 942
AMAZONIAN ENTERPRISES PTY. LTD.	064 040 633
AQUACADE PTY. LIMITED	010 870 541
THE AUSTRALIAN CENTRE FOR ANTI-AGEING MEDICINE PTY LTD	086 345 093
AUSTRAL PROPERTY GROUP PTY LTD	002 098 357
AVAPORT PTY. LTD.	010 500 731
AVISO PTY LTD	002 700 530
BINGERA SUGAR PTY LTD	009 657 925
BONJOTI PTY LTD	001 679 625
BOSNJAK GROUP PTY LTD	001 375 079
BRAZILIA DRIVE PTY LTD	076 537 972
BROMARK PTY. LTD.	089 676 817
BRUCE WEBB THE MODELMAKER PTY. LIMITED	003 869 921
BUILDRIGHT PTY. LTD.	008 024 333
BUNNYJUMPERS PTY LTD	085 344 976
CARLY INVESTMENTS PTY LTD	001 646 957
CHILFUNKY PTY. LIMITED	069 961 566
COVEREGO PTY. LIMITED	073 832 550
DANIELS BAY NOMINEES PTY. LTD.	009 548 850
DELLONE PTY. LIMITED	079 104 297
DICK BROS. PTY. LTD.	009 740 630
D Y ENTERPRISES PTY LTD	077 439 411
DYNAMIC MINDS (VIC) PTY LTD	074 266 578
EGAN ENTERPRISES PTY. LTD.	010 941 303
ELSPAN AUSTRALIA PTY. LIMITED	002 608 522
ENROH PROPERTIES PTY. LTD.	004 751 268
ENSIGN PERFORMANCE TYRE AND WHEELS (A.C.T.) PTY. LIMITED	008 541 759
FELDOR HOLDINGS PTY LTD	093 139 498
FORMARK PTY LTD	001 354 025
GFC PROMOTIONS PTY. LTD.	064 840 473
GLADTRAY PTY. LIMITED	073 329 610
GREENSAFE PTY. LTD.	010 973 609
HARAH HOLDINGS PTY. LTD.	064 002 455
HAVENCURL PTY. LTD.	056 205 737
IMMEDIATE HOLDINGS PTY LTD	009 374 592
MARKETPLACE (AUSTRALIA) PTY LTD	079 511 256

METUNG VILLAGE MOTOR INN PTY LTD	085 982 378
NORSKA PTY. LTD.	006 134 676
NOWRA & DISTRICT MOTORCYCLE CLUB LTD	002 504 574
OLYMPUS MANOR PTY. LTD.	056 976 688
ONG HOLDINGS (AUSTRALIA) PTY LTD	000 268 520
PANACHE DEVELOPMENTS PTY. LTD.	005 523 384
PREMIER SPORTING PRODUCTS PTY LTD	001 375 515
QUAKER PRODUCTS AUSTRALIA LIMITED	004 178 492
R.B. PROPERTIES PTY. LTD.	075 343 305
SHIRLEY TRADING CO. PTY. LTD.	060 918 425
SILKLINE INVESTMENTS PTY LTD	060 505 400
SRIDHAR PTY. LIMITED	067 950 136
STEEL. COMMODITIES. INTERNATIONAL. PTY. LTD.	078 488 481
SUPERB BUILDING MAINTENANCE PTY. LTD.	078 645 584
TOPMERE PTY. LIMITED	071 016 683
YELTSANOMINEES PTY. LTD.	057 115 394
ZARY ENTERPRISES PTY. LTD.	063 831 309
5 RATHMINES PROPRIETARY LIMITED	004 691 007

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