

SUSANNE ABBEY / 3602900

LOT No: 22

STRATA PLAN No: 83633

PROPERTY ADDRESS: 22/208-214 Blaxland Road, Ryde

DATE INSPECTED: 12th February 2026

COMMISSIONED BY: Mills Oakley

CONTACT: Jessica Northey

CONDITIONS OF THIS STRATA INSPECTION REPORT

The contents of this report are based upon an inspection of those Owners Corporation records available for a period of up to four (4) years prior to the date of this report unless otherwise stated. Whilst all reasonable care has been taken in the production of this report, no guarantee of accuracy is offered or implied in respect of the information supplied to us at the time of inspection and no responsibility is accepted for any loss or damage whatsoever arising from inaccuracies contained in the information supplied to us at the time of inspection.

We can offer no assurances that the records made available were complete and it is always possible that other relevant records exist that were not inspected.

Where there is an inconsistency between information provided in this report and information in an attachment to the report, the information in the attachment will prevail, unless otherwise stated.

We do not warrant that any Insurance Policy mentioned in this Report which benefits the Owners Corporation is either valid, continuing or enforceable. Where the information was available to us, we have provided contact details of the Broker to enable you to seek that information.

This report is made for the benefit of the client listed herein and no other person shall be or shall be deemed to be entitled to rely on this report for any purpose whatsoever.

At the end of this report we refer to important information arising from COVID-19 related issues.

CONTACT THE INSPECTOR

Please feel free to contact the inspector **Michael Poynder**, who carried out this inspection, on **0401 371 077**.

Should you have any difficulty in understanding anything contained in this report you should immediately contact the inspector and have the matter explained to you prior to acting upon this report. The inspector can only discuss facts contained in this report and cannot provide an interpretation of the information or offer opinions.

CONTENTS

1.	IMPORTANT INFORMATION ABOUT THIS REPORT	4
2.	STRATA ROLL – PART 10, DIVISION 1	5
3.	COMPLIANCE – PART 10, DIVISION 1	6
4.	RECORDS OF NOTICES AND ORDERS – SECTION 179	6
5.	ACCOUNTING – PART 5, DIVISION 4	7
6.	MAINTENANCE LEVIES – SECTION 83	8
7.	BY-LAWS – PART 7 OF THE ACT AND SCHEDULE 3 IN THE REGULATION	9
8.	MANAGING AGENT – PART 4, DIVISIONS 1-3	10
9.	TITLE DEED	10
10.	MINUTES – PART 2, DIVISION 3 AND SCHEDULE 1	11
11.	HISTORY OF EXPENDITURE	12
12.	STRATA COMMITTEE – PART 3	13
13.	INSURANCES – PART 9	14
14.	MISCELLANEOUS	15
15.	ATTACHMENTS	17

1. Important information about this report

The following information is derived entirely from an inspection of the records made available at the time of our inspection. We are unable to guarantee that all the Owners Corporation records were made available to us at the time of our inspection or attest to the accuracy of the information contained in those records. In some cases Managing Agents hold “pending” files which may not be produced. We have not inspected the building and we cannot necessarily determine whether the building is well maintained or not.

The personnel of Strata Manager’s offices are not required to be available for interview and some Strata Managers prohibit their personnel from offering information verbally. Unless otherwise indicated, the information in our report has been obtained solely from the records made available to our inspector.

Whilst every effort is made to ensure the accuracy of the information contained in this report, we cannot accept liability for any incorrect information that may be obtained from those records or derived verbally from the Secretary, Treasurer or Managing Agent of the Owners Corporation.

Any part of the information in this report may be based on our archives. The information in this report may be used by us for other clients.

(a) Abbreviations

Throughout this report the following definitions apply:

‘Act’ means the Strata Schemes Management Act 2015

‘Regulations’ means the Strata Schemes Management Regulation 2016

‘Y’ indicates ‘Yes’

‘N’ indicates ‘No’

‘Nil apparent’ indicates ‘Nil apparent from available records’

2. STRATA ROLL – Part 10, Division 1

Recorded Owner:	S M ABBEY
Recorded address:	22/208-214 Blaxland Road, RYDE NSW
Recorded Mortgagee:	Unable to determine
Aggregate Unit Entitlement:	1,041
Unit entitlement of the subject lot:	41
Number of units in Strata Plan:	Unable to determine
Number of lots in Strata plan:	26
Lot number and unit number correspond:	Y
Ascertained from:	Strata Roll and Certificate of Title

3. COMPLIANCE – Part 10, Division 1

Kept in book form:	N
Separate page for common property:	N
By-laws are included:	N
Insurance Schedule is included:	Y
Original owner's name and address is recorded:	N
One page per lot:	Y
Unit entitlements are recorded:	Y
Owner's names are recorded:	Y
Owner's addresses are recorded:	Y
Details of Mortgages are recorded:	N
Lessee details are recorded:	N
Initial Period has expired:	Y

4. RECORDS OF NOTICES AND ORDERS – Section 179

Notices given to the owners corporation are kept:	N
Orders served on the owners corporation are kept:	N
A register of Notices and Orders is kept:	N
Notices or Orders adversely affecting the owners corporation:	Nil Apparent
Notices or Orders adversely affecting the subject lot:	Nil Apparent

5. ACCOUNTING – Part 5, Division 4

The financial position of the Owners Corporation is as follows:

Administrative Fund:	\$ 22,599.19 CR
Capital Works Fund:	\$ 893,849.48 CR
As at	11.2.2026
Accounting records kept as per the Act:	Y
Accounting records retained as per the Act:	Y
Annual Financial Statements prepared:	Y
Annual Budgets prepared:	Y
Auditors are appointed:	Y

6. MAINTENANCE LEVIES – Section 83

Current Standard Levies

Administrative Fund:	\$ 935.40
Capital Works Fund:	\$ 421.61
Payable:	Quarterly
Paid to:	30.4.2026
Amount in Arrears (Subject Lot):	\$ NIL
Last Change:	1.2.2026
Allocated according to unit entitlement:	Y
Amount in Arrears (Entire Complex):	\$ 191,076.29
As at:	11.2.2026

Special Levies

Proposed Special Levy:

Current Special Levy:

Nil Apparent

Important Note: This report includes information in relation to levies that we have obtained from the available records. We strongly recommend that a Section 184 Certificate be obtained prior to settlement to confirm levies and any other applicable charges.

Financial Status – Budget

Annual Contributions effective from: 1.2.2025

To the Administrative Fund: \$ 95,000.00 including GST PA

To the Capital Works Fund: \$ 42,819.00 including GST PA

7. BY-LAWS – Part 7 of the Act and Schedule 3 in the Regulation

By-Laws passed but not registered: Nil Apparent

Details of By-Laws

AS301297 – Consolidation of Registered By-Laws

Animals

Unable to be determined from available records – Registered By-Laws not sighted and should be with the Contract for Sale.

The keeping of animals within the Lot or on Common Property is subject to the Act and the By-Laws registered with the Strata Plan and/or any other instrument taking precedence. You should seek approval under those instruments.

8. MANAGING AGENT – Part 4, Divisions 1-3

A Managing Agent has been appointed.

Date of Appointment: 4.2.2025
Licence No.: 119232
Name: Bright & Duggan
Address: Level 7, 558 Pacific Highway, ST LEONARDS NSW 2065
Telephone Number: 9902 7100

9. TITLE DEED

Copy only of the Certificate of Title for the common property was sighted. Registration of any notification of By-Laws cannot be determined. Copies of such registration can be obtained from the Registrar General's Office.

Identifier: CP/SP83633
Search Copy Dated: 11.6.2025 of Edition 4 dated 10.6.2025
Easements: Not Applicable

Note: For Strata Schemes registered after 1 July 1997 a copy should be obtained of the By-Laws registered with the Strata Plan. A search should be made at the Land Titles Office to ascertain all registered dealings.

10. MINUTES – Part 2, Division 3 and Schedule 1

Minutes are kept for seven (7) years or since registration: Unable to determine

Minutes are retained for seven (7) years or since registration: Unable to determine

NOTABLE ITEMS (from Minutes)

2.2.2026 Strata Committee Meeting – Minutes *attached* – referring to extension of appointment of Strata Manager.

21.10.2025 Extraordinary General Meeting – Minutes *attached* – referring to notable items including (without limitation), approval of remedial works matters including in the subject lot, and in Motion 4 a Special Levy of \$1.3 Million to fund the remedial works due by 2.2.2026. Attached is the notice of the meeting with further details. We were unable to determine other details.

28.8.2025 Extraordinary General Meeting – Minutes *attached* – referring to approval of builder and works including in subject lot and defeat of funding proposals. Attached is the notice of the meeting with further details.

29.7.2025 Annual General Meeting and Strata Committee Meeting – Minutes *attached* – referring to notable items including (without limitation), Budget (Motion 4) in the Minutes of the Annual General Meeting and under ‘Note’ in the Minutes of the Strata Committee Meeting.

4.2.2025 Extraordinary General Meeting – Current Strata Manager appointed.

Work and expense and other notable items in *attached* Minutes of the following Meetings:

- 20.2.2024 Annual General Meeting and Strata Committee Meeting
- 12.12.2022 Annual General Meeting and Strata Committee Meeting
- 24.3.2022 Extraordinary General Meeting
- 24.2.2022 Annual General Meeting and Strata Committee Meeting

Last Annual General Meeting: 29.7.2025

11. HISTORY OF EXPENDITURE

(a) Carpet

The books and records disclosed no evidence of the age of the common carpet.

(b) Painting

The records and books disclosed no evidence of when the internal and external common areas of the building were last painted.

(c) General – Expenditure Items of Significance

This listing consists mainly of Capital Works Fund expenditure and only significant or notable items are listed – it does not include items of a regular nature or minor common items. It is not, and should not be interpreted as being, exhaustive.

Year	Type	Cost
2025/2026	Remedial works	\$ 452,344.00
	General repairs and maintenance	\$ 4,718.00
2024/2025	General repairs and maintenance	\$ 46,804.00
2023/2024	Consulting fees	\$ 8,910.00
2023/2024	General repairs and maintenance	\$ 8,415.00
2022/2023	General repairs and maintenance	\$ 2,200.00

No physical inspection of the property has been carried out. If you require such an inspection please call our inspection department.

12. STRATA COMMITTEE – Part 3

See Motion 17 in *attached* Minutes of July 2025 Annual General Meeting for details of the Strata Committee.

13. INSURANCES – Part 9

Note: Please confirm all insurance details with a Certificate of Currency. A current Certificate should be obtained to ensure the policy has not been cancelled.

Company: CHUBB INSURANCE AUSTRALIA LTD

Type	Policy No.	Amount	Premium	Due Date
Building & Contents	LNG-STR20343219	\$ 13,321,900	\$ 22,179.74	9.4.2026
Public Liability	As above	\$ 20,000,000	Included above	As Above
Personal Accident	As above	\$ 200,000	Included above	As Above
Fidelity Guarantee	As above	\$ 100,000	Included above	As above
Office Bearers Liability	As above	\$ 1,000,000	Included above	As above
Machinery Breakdown	As above	\$ 100,000	Included above	As above
Loss of Rent	As above	\$ 1,978,500	Included above	As above
Building Catastrophe	As above	\$ 1,998,285	Included above	As above
Government Audit Costs	As above	\$ 30,000	Included above	As above
Appeal Expenses – OH & S Breaches	As above	\$ 150,000	Included above	As above
Legal Defence Expenses	As above	\$ 50,000	Included above	As above
Lot Owners Fixtures / Improvements (per lot)	As above	\$ 300,000	Included above	As above

Excess: \$ 2,000.00

Evidence sighted:	Attached certificate of currency and extract from Strata Roll
Insurance Broker:	Y
Name:	Austbrokers ABS Strata
Telephone:	8319 5670
Levels of Insurance confirmed by General Meeting of Owners Corporation:	Y
Last valuation amount:	\$13,190,000
Valued by:	A G Thomas Valuers
As at:	28 February 2024

14. MISCELLANEOUS

- a) Tenanted Units: Unable to be determined from available records.
- b) Age of Building: 23½ Years (approximately)
- c) Strata Plan Registered: 8.10.2012
- d) Last income Tax Return: Unable to be determined from available records.
- e) Harmony: The records and books disclosed evidence of the following breaches of By-Laws: none sighted
- f) Other:
 - Capital Works Fund Report – **Attached**.
 - Annual Fire Safety Statement (AFSS) – Not sighted.

COVID-19 Related Complications with Information Provided to our Inspectors

As a result of the COVID-19 pandemic, we have found that many strata managers have closed their offices, with individual strata managers working from their homes.

To enable strata inspections to continue to be undertaken, many of those strata managers have set up on-line strata inspections. That means relevant information is either emailed to our inspectors, or a link to the records is provided to enable access.

Unfortunately, this has led to concerns common with all strata inspection businesses in New South Wales, including:

1. Important information is not always provided to our inspectors

It is our experience that strata managers almost always have separate files to the files made available for inspection. That means our inspectors only get to see the information strata managers choose to make available to them.

Often there is missing information which is important because it relates to a materially significant issue facing the owners corporation or relates to the subject lot.

2. Records are not provided to our inspectors in an orderly manner

Particularly with strata managers who have just started on-line inspections, our experience is that the files made available to us are often out of date and subject order. For example, minutes can be included in correspondence files and have no order as to the dates in which they are filed.

This means it can take an extended time to sort through what is or is not relevant to our report. Given that our inspectors are allocated a little more than an hour to inspect records, it can lead to problems in extracting useful information to include in their reports within the time limited.

Problems also arise where the indexing of computer files is poor. For example, an item of correspondence may simply be labelled 'Correspondence' without any mention of date or subject matter. We recently had an experience where the records provided to our inspector included hundreds of entries entitled simply 'correspondence', with no indication as to date or subject matter.

The only way to determine the relevance of items of correspondence was to open each item. It made a meaningful inspection within the time limited for our inspection very difficult.

As a provider of strata inspection reports for over 30 years, our aim is to continue to provide you with strata reports of industry leading quality. We will continue to do this to the best of our ability. We ask that you keep the concerns we refer to above in mind.

As mentioned above, these concerns are common to all strata inspection businesses in New South Wales, whether they disclose this or not.

15. ATTACHMENTS

300 PAGES

For and on behalf of
Pink Inspection Services

Strata Schemes Management Act 2015

STRATA ROLL (Section 177)

Strata Plan No. 83633

LOT NO. 22 UNIT NO. 22 PLAN NO. 83633 TYPE S.P. ACCOUNT NO. 02100022

ORIGINAL OWNER		
Name of Original Owner of Lot	Residential Address of Original Owner	Address for service of notices on Original Owner
No Information	No Information	No Information

ENTITLEMENTS	
Entitlements	Date of Registration
41.00	08-Oct-12

PARTICULARS OF SUBSEQUENT OWNERS			
Full Name of Owner(s)	Residential Address	Address for service of notices on Owner(s)	Date of notice
SM Abbey	22/208-214 Blaxland Road RYDE NSW 2112	22/208-214 Blaxland Road RYDE NSW 2112	24/03/25

susanne.abbey@bigpond.com



Strata Plan No. 83633

BALANCE SHEET

AS AT 11 FEBRUARY 2026

	ACTUAL 11/02/2026	ACTUAL 30/11/2025
<u>OWNERS FUNDS</u>		
Administrative Fund	22,599.19	10,240.63
Capital Works Fund	893,849.48	40,208.10
<u>TOTAL</u>	<u>\$ 916,448.67</u>	<u>\$ 50,448.73</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Bank Balance Admin Fund	25,590.72	18,332.68
Bank Balance Capital Works	723,824.63	40,518.05
Levies In Arrears	191,076.29	3,841.52
Interest Accrued On O/D Levies	468.91	66.98
Receivables- Other Unknown	(6,144.60)	(6,144.60)
<u>TOTAL ASSETS</u>	<u>934,815.95</u>	<u>56,614.63</u>
<u>LIABILITIES</u>		
Creditors	17,908.99	5,186.09
Levies In Advance	458.29	979.81
<u>TOTAL LIABILITIES</u>	<u>18,367.28</u>	<u>6,165.90</u>
<u>NET ASSETS</u>	<u>\$ 916,448.67</u>	<u>\$ 50,448.73</u>

Strata Plan No. 83633

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2025 TO 11 FEBRUARY 2026

	ACTUAL	ACTUAL	BUDGET
	01/12/25-11/02/26	01/12/24-30/11/25	01/12/25-30/11/26
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	23,749.98	94,999.98	0.00
Interest On Overdue Levies	407.16	80.68	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	24,157.14	95,080.66	0.00
<u>EXPENDITURE - ADMIN. FUND</u>			
Bank Charges	70.00	111.80	0.00
Cleaning	0.00	16,555.00	0.00
Consulting-Contractor Comp	220.00	0.00	0.00
Fire Protection Testing	0.00	1,058.75	0.00
Grounds-Maintenance	5,957.36	3,265.45	0.00
Fire Protection Testing	0.00	866.25	0.00
Insurance Premiums	0.00	22,179.74	0.00
Access Device Expenses	111.80	1,370.81	0.00
Legal Fees	0.00	360.00	0.00
Arrears Letters	0.00	(220.00)	0.00
Lift-Maintenance	0.00	10,452.30	0.00
Management Fees	780.00	6,595.22	0.00
Accounting & Finance	144.26	363.01	0.00
Admin Processing	0.00	50.00	0.00
By-Law Processing	0.00	110.00	0.00
Asset Maintenance	145.99	1,062.48	0.00
Strata Manager Consultancy	1,411.34	7,580.75	0.00
Disbursements	381.50	2,710.57	0.00
Plumbing-General	0.00	192.50	0.00
Rep & Maint-General Building	0.00	5,735.40	0.00
Rep & Maint-Locks	481.20	0.00	0.00
Services-Water Usage	2,095.13	5,290.05	0.00
<u>TOTAL ADMIN. EXPENDITURE</u>	11,798.58	85,690.08	0.00
<u>SURPLUS / DEFICIT</u>	\$ 12,358.56	\$ 9,390.58	\$ 0.00
Opening Admin. Balance	10,240.63	850.05	10,240.63
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 22,599.19	\$ 10,240.63	\$ 10,240.63



Strata Plan No. 83633

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2025 TO 11 FEBRUARY 2026

	ACTUAL	ACTUAL	BUDGET
	01/12/25-11/02/26	01/12/24-30/11/25	01/12/25-30/11/26
<u>CAPITAL WORKS FUND</u>			
<u>INCOME</u>			
Levies - Capital Works Fund	10,704.75	42,819.08	0.00
Special Capital Works Levy	1,300,000.02	0.00	0.00
<u>TOTAL CAPITAL WORKS INCOME</u>	1,310,704.77	42,819.08	0.00
<u>EXPENDITURE - CAPITAL WORKS</u>			
Remedial Works	452,344.84	0.00	0.00
Consulting-Fees	0.00	1,048.00	0.00
Rep & Maint-General Building	4,718.55	46,804.61	0.00
<u>TOTAL CAP. WORKS EXPENDITURE</u>	457,063.39	47,852.61	0.00
<u>SURPLUS / DEFICIT</u>	\$ 853,641.38	\$ (5,033.53)	\$ 0.00
Opening Capital Works Balance	40,208.10	45,241.63	40,208.10
<u>CAPITAL WORKS FUND BALANCE</u>	\$ 893,849.48	\$ 40,208.10	\$ 40,208.10

Strata Plan No. 83633

208-214 Blaxland Road Ryde Nsw 2112

Ledger Report

11 February 2026

Name: **Susanne Marie Abbey**

Account Number: **02100022**

Lot Number: **22**

Unit Number: **22**

StrataPay Number: **977127329**

Date	Description	Fund	Reference	Amount	Balance
	Brought Forward			0.00	0.00
28/03/25	01/02/25 to 30/04/25	Administrative Fund	I0000022	787.70	787.70
28/03/25	01/02/25 to 30/04/25	Capital Works Fund	I0000048	241.23	1,028.93
07/04/25	Administrative Fund	Administrative Fund	R0000003	-787.70	241.23
07/04/25	Capital Works Fund	Capital Works Fund	RA000003	-241.23	0.00
08/04/25	01/05/25 to 31/07/25	Administrative Fund	I0000074	787.70	787.70
08/04/25	01/05/25 to 31/07/25	Capital Works Fund	I0000100	241.23	1,028.93
14/04/25	Administrative Fund	Administrative Fund	R0000006	-787.70	241.23
14/04/25	Capital Works Fund	Capital Works Fund	RA000006	-241.23	0.00
13/08/25	01/08/25 to 31/10/25	Administrative Fund	I0000126	1,083.09	1,083.09
13/08/25	01/08/25 to 31/10/25	Capital Works Fund	I0000152	601.98	1,685.07
19/08/25	Administrative Fund	Administrative Fund	R0000064	-1,083.09	601.98
19/08/25	Capital Works Fund	Capital Works Fund	RA000064	-601.98	0.00
16/09/25	01/11/25 to 31/01/26	Administrative Fund	I0000178	1,083.09	1,083.09
16/09/25	01/11/25 to 31/01/26	Capital Works Fund	I0000204	601.98	1,685.07
06/10/25	Administrative Fund	Administrative Fund	R0000094	-1,083.09	601.98
06/10/25	Capital Works Fund	Capital Works Fund	RA000094	-601.98	0.00
10/11/25	18/12/25	Capital Works Special	I0000230	17,066.92	17,066.92
19/11/25	12/01/26	Capital Works Special	I0000256	17,066.92	34,133.84
03/12/25	Capital Works Specia	Capital Works Special	R0000122	-17,066.92	17,066.92
17/12/25	01/02/26 to 30/04/26	Administrative Fund	I0000282	935.40	18,002.32
17/12/25	01/02/26 to 30/04/26	Capital Works Fund	I0000308	421.61	18,423.93
17/12/25	02/02/26	Capital Works Special	I0000334	17,066.92	35,490.85
18/12/25	Capital Works Specia	Capital Works Special	R0000147	-17,066.92	18,423.93
27/01/26	Administrative Fund	Administrative Fund	R0000183	-935.40	17,488.53
27/01/26	Capital Works Fund	Capital Works Fund	RA000183	-421.61	17,066.92
28/01/26	Capital Works Specia	Capital Works Special	R0000189	-17,066.92	0.00

INSURANCE REPORT

Strata Plan No. 83633

208-214 Blaxland Road
RYDE NSW 2112

Type BUILDING		Sum Insured 13,190,000	Premium \$22,179.74	Date Last Paid 23/04/25
Company/Broker Longitude Insurance Austbrokers Insurance	Telephone 02 8319 5670	Policy Number LNG-STR-20343219	Due Date 9 April 2026	
	Facsimile	Excess/Comments \$2,000 all claims & as per policy		

Type PUBLIC LIABILITY		Sum Insured 20,000,000	Premium Included	Date Last Paid 23/04/25
Company/Broker Longitude Insurance Austbrokers Insurance	Telephone 02 8319 5670	Policy Number LNG-STR-20343219	Due Date 9 April 2026	
	Facsimile	Excess/Comments		

Type COMMON AREA CONTENTS		Sum Insured 131,900	Premium Included	Date Last Paid 23/04/25
Company/Broker Longitude Insurance Austbrokers Insurance	Telephone 02 8319 5670	Policy Number LNG-STR-20343219	Due Date 9 April 2026	
	Facsimile	Excess/Comments		

Type LOSS OF RENT		Sum Insured 1,978,500	Premium Included	Date Last Paid 23/04/25
Company/Broker Longitude Insurance Austbrokers Insurance	Telephone 02 8319 5670	Policy Number LNG-STR-20343219	Due Date 9 April 2026	
	Facsimile	Excess/Comments		

Type FIDELITY GUARANTEE		Sum Insured 100,000	Premium Included	Date Last Paid 23/04/25
Company/Broker Longitude Insurance Austbrokers Insurance	Telephone 02 8319 5670	Policy Number LNG-STR-20343219	Due Date 9 April 2026	
	Facsimile	Excess/Comments		

Type VOLUNTARY WORKERS		Sum Insured 200,000/2,000	Premium Included	Date Last Paid 23/04/25
Company/Broker Longitude Insurance Austbrokers Insurance	Telephone 02 8319 5670	Policy Number LNG-STR-20343219	Due Date 9 April 2026	
	Facsimile	Excess/Comments		

INSURANCE REPORT

Strata Plan No. 83633

11 February 2026

208-214 Blaxland Road
RYDE NSW 2112

Type OFFICE BEARERS		Sum Insured 1,000,000	Premium Included	Date Last Paid 23/04/25
Company/Broker Longitude Insurance Austbrokers Insurance	Telephone 02 8319 5670	Policy Number LNG-STR-20343219	Due Date 9 April 2026	
	Facsimile	Excess/Comments		

Type MACHINERY BREAKDOWN		Sum Insured 100,000	Premium Included	Date Last Paid 23/04/25
Company/Broker Longitude Insurance Austbrokers Insurance	Telephone 02 8319 5670	Policy Number LNG-STR-20343219	Due Date 9 April 2026	
	Facsimile	Excess/Comments		

Type CATASTROPHE		Sum Insured 1,998,285	Premium Included	Date Last Paid 23/04/25
Company/Broker Longitude Insurance Austbrokers Insurance	Telephone 02 8319 5670	Policy Number LNG-STR-20343219	Due Date 9 April 2026	
	Facsimile	Excess/Comments		

Type GOVERNMENT AUDIT COS		Sum Insured 30,000	Premium Included	Date Last Paid 23/04/25
Company/Broker Longitude Insurance Austbrokers Insurance	Telephone 02 8319 5670	Policy Number LNG-STR-20343219	Due Date 9 April 2026	
	Facsimile	Excess/Comments		

Type WH&S APPEAL EXPENSES		Sum Insured 150,000	Premium Included	Date Last Paid 23/04/25
Company/Broker Longitude Insurance Austbrokers Insurance	Telephone 02 8319 5670	Policy Number LNG-STR-20343219	Due Date 9 April 2026	
	Facsimile	Excess/Comments		

Type LEGAL EXPENSES		Sum Insured 50,000	Premium Included	Date Last Paid 23/04/25
Company/Broker Longitude Insurance Austbrokers Insurance	Telephone 02 8319 5670	Policy Number LNG-STR-20343219	Due Date 9 April 2026	
	Facsimile	Excess/Comments		

INSURANCE REPORT

Strata Plan No. 83633

208-214 Blaxland Road
RYDE NSW 2112

Type LOT OWNERS IMPROVEME		Sum Insured 300,000	Premium Included	Date Last Paid 23/04/25
Company/Broker Longitude Insurance Austbrokers Insurance	Telephone 02 8319 5670	Policy Number LNG-STR-20343219	Due Date 9 April 2026	
	Facsimile	Excess/Comments		

Type FLOOD		Sum Insured Insured	Premium Included	Date Last Paid 23/04/25
Company/Broker Longitude Insurance Austbrokers Insurance	Telephone 02 8319 5670	Policy Number LNG-STR-20343219	Due Date 9 April 2026	
	Facsimile	Excess/Comments		

Type FLOATING FLOORS		Sum Insured Insured	Premium Included	Date Last Paid 23/04/25
Company/Broker Longitude Insurance Austbrokers Insurance	Telephone 02 8319 5670	Policy Number LNG-STR-20343219	Due Date 9 April 2026	
	Facsimile	Excess/Comments		

Type PAINT / WALLPAPER		Sum Insured Insured	Premium Included	Date Last Paid 23/04/25
Company/Broker Longitude Insurance Austbrokers Insurance	Telephone 02 8319 5670	Policy Number LNG-STR-20343219	Due Date 9 April 2026	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

Type		Sum Insured	Premium	Date Last Paid
Company/Broker	Telephone	Policy Number	Due Date	
	Facsimile	Excess/Comments		

LEVY REGISTER

Strata Plan No. 83633

Levy Year	Last Annual General Meeting	Entitlements	Total Number of Lots	Financial Year
Start 01/12/2024	End 30/11/2025	1041.0000	26	Start 01/12/2025
	29/07/2025			End 30/11/2026

Lot No	Description	Period	Notice Date	Amount	Discount	If Paid by or Due	Net Amount	Date Paid	Balance Due	Net Due
22	ABBEY SM Entitlements: 41									
	Administrative Fund	01/02/25 to 30/04/25	28/03/2025	787.70	0.00	15/05/2025	787.70	07/04/2025		
	Administrative Fund	01/05/25 to 31/07/25	08/04/2025	787.70	0.00	01/06/2025	787.70	14/04/2025		
	Administrative Fund	01/08/25 to 31/10/25	13/08/2025	1,083.09	0.00	20/09/2025	1,083.09	19/08/2025		
	Administrative Fund	01/11/25 to 31/01/26	16/09/2025	1,083.09	0.00	01/11/2025	1,083.09	06/10/2025		
	Administrative Fund	01/02/26 to 30/04/26	17/12/2025	935.40	0.00	01/02/2026	935.40	27/01/2026	0.00	0.00
	Administrative Fund	01/05/26 to 31/07/26		935.40	0.00	01/05/2026	935.40			
	Capital Works Fund	01/02/25 to 30/04/25	28/03/2025	241.23	0.00	15/05/2025	241.23	07/04/2025		
	Capital Works Fund	01/05/25 to 31/07/25	08/04/2025	241.23	0.00	01/06/2025	241.23	14/04/2025		
	Capital Works Fund	01/08/25 to 31/10/25	13/08/2025	601.98	0.00	20/09/2025	601.98	19/08/2025		
	Capital Works Fund	01/11/25 to 31/01/26	16/09/2025	601.98	0.00	01/11/2025	601.98	06/10/2025		
	Capital Works Fund	01/02/26 to 30/04/26	17/12/2025	421.61	0.00	01/02/2026	421.61	27/01/2026	0.00	0.00
	Capital Works Fund	01/05/26 to 31/07/26		421.61	0.00	01/05/2026	421.61			
	Capital Works Special	18/12/25	10/11/2025	17,066.92	0.00	18/12/2025	17,066.92	03/12/2025		
	Capital Works Special	12/01/26	19/11/2025	17,066.92	0.00	12/01/2026	17,066.92	18/12/2025		
	Capital Works Special	02/02/26	17/12/2025	17,066.92	0.00	02/02/2026	17,066.92	28/01/2026	0.00	0.00

Minutes of

Strata Committee Meeting

To The Owners of – Plan No. 83633

208-214 BLAXLAND ROAD, RYDE, NSW, 2112



Meeting Date:	2 February 2026
Time:	10:00 AM
Address:	Online only
Present:	JM Marquis (Lot 1) Electronic vote N Kromsuriyasak (Lot 17) Electronic vote JA Monteverdi (Lot 19) Electronic vote M J K Thomas (Lot 20) Electronic vote R Lawrence (Lot 21) Electronic vote
In attendance:	George Kordas Bright & Duggan
Chairperson:	George Kordas
Apologies:	
Quorum:	Yes, 50% or more in attendance.

1. Minutes

Motion CARRIED.

VOTES

FOR: 4

AGAINST: 0

ABSTAINED: 0

Resolved that the minutes of the last Strata Committee meeting held on 29th of July 2025 be adopted as a true and accurate record of the proceedings of that meeting.

2. Term of Appointment

Motion CARRIED.

VOTES

FOR : 4

AGAINST: 0

ABSTAINED: 0

Resolved that the Strata Committee resolves:

1. in accordance with section 50(6)(a), to acknowledge the term of the strata management agency agreement with Bright & Duggan Pty Ltd ends on 04/02/2026, and
2. in accordance with section 50(4), to extend the appointment of Bright & Duggan Pty Ltd for a period of 3 months.

There being no further business, the meeting closed at 10:30AM

Bright & Duggan Pty Ltd

Managing Agents for Plan No. 83633

Minutes of

Extraordinary General Meeting

To The Owners of – Plan No. 83633

208-214 BLAXLAND ROAD, RYDE, NSW, 2112



Meeting Date:	21 October 2025
Time:	05:30 PM
Address:	McKinnon Room, Club Ryde, 728 Victoria Road, RYDE, NSW, 2112
Present:	Ian Baird Marquis & Jenny Margaret Marquis (Lot 1) Owner present Melissa Woodhams (Lot 2) Owner present Lincoln Chun (Lot 3) Owner present Jade Amanda Monteverdi (Lot 4) Proxy present Margaret Elizabeth Taylor (Lot 10) Owner present Mina Goudarzi (Lot 12) Owner present Jessica Louise Erickson Thornton (Lot 13) Owner present Alexander Alfio Leonardi & Rachel Rose Lobo (Lot 14) Owner present Guillaume Antoine Davies (Lot 15) Owner present Davy Hidayat & Karen Rose Geraldez Castillo (Lot 16) Paper vote Nutwara Kromsuriyasak (Lot 17) Owner present Greta Vakirtzis (Lot 18) Owner present Jade Amanda Monteverdi (Lot 19) Owner present Mathew Jasper Kyle Thomas & Natalie Simone Thomas (Lot 20) Owner present Rodney Lawrence (Lot 21) Owner present Susanne Marie Abbey (Lot 22) Owner present Georgia Engesser (Lot 23) Owner present Patricia Vakirtzis (Lot 24) Owner present Woon Chew Cheang (Lot 25) Paper vote Mary Madlene Pisano (Lot 26) Owner present
By proxy:	Renee Jean Armstrong (Lot 4) to Jade Amanda Monteverdi
In attendance:	George Kordas & Prisca Chu - Bright & Duggan

Chairperson: George Kordas
Apologies:
Quorum: Yes, 25% or more of lot owners in attendance



Motions

1. Minutes

RESOLVED AS AMENDED

Resolved as amended that the Owners Corporation resolves to confirm the minutes of the last general meeting, held on 28th of August 2025, as a true and accurate record of the proceedings of that meeting.

Notes to motion: It was noted that the minutes of the previous General Meeting held on 28 August 2025 reflect that Remedial + Building Engineers had been appointed. However, upon review, it was confirmed that while the engagement of Remedial + Building Engineers was discussed during that meeting, no formal resolution was passed at the time. This clarification is provided to ensure the accuracy of the record.

2. Engagement of Project Supervision / Client Advocate Services

RESOLVED

That the Owners Corporation SP83633 resolves to:

1. Engage Forrest Engineering Pty Ltd (trading as Remedial + Building Engineers) to provide Project Supervision / Client Advocate services in accordance with their fee proposal dated 2 July 2024, reference RBE01049/SUB/SOW-PM-DBP (Rev 1).
2. Approve the associated fee for Item 3 – Project Supervision / Client Advocate – to be calculated at 10% of the final Contract Value of the remedial works.

Notes to Motion: The following actions are to be undertaken by the Strata Manager for distribution to all owners:

- Collate and circulate the exact scope of work for each identified defect item.
- Provide a schedule of works, including the prioritisation of specific items.

It must be ensured that all items included in the scope of works relate strictly to Common Property, and that the Owners Corporation is not held financially responsible for any items that fall under the responsibility of individual lot owners.

Additional observations noted:

- Unit 23 is currently tenanted. Concerns have been raised regarding a potential leak that may not have been reported by the tenants.
- Unit 12 has recently changed ownership. Signs of water damage have been observed on the floorboards, although no visible leak has been identified.
- Units included in the original tender but not yet inspected (e.g., Unit 14) are to be inspected.

Further instructions:

- The contractor is to be requested to break down the scope of works into stages, with roofing works to be addressed first. An estimated duration for completion of the roofing portion is to be provided.
- Confirmation is to be obtained as to whether the 26-week contract period includes a stop-work period over the Christmas break.
- The lead time required prior to commencement of works is to be advised.
- Further lots identified as requiring inspection include Units 1, 6, 10, 13, 15, 21, and 26.

3. Approval of Multi-Drawdown Facility Agreement with Lannock Capital 2 Pty Ltd.

DEFEATED

1. That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to meet working capital requirements, fund remediation works and to comply with its obligations under law (Loan Contract).
2. That the Owners Corporation's seal be affixed to the loan contract in the presence of (strike out those which do not apply):
 - (a) Any two members of the executive Committee; or
 - (b) The Strata Manager and one member of the Committee; or
 - (c) The Strata Manager alone
3. That the Owners Corporation acknowledges the following things:
 - (a) a copy of the proposed Loan Contract, the terms and conditions, the information memorandum and a prescribed notice, was tabled at the meeting;
 - (b) the maximum amount of credit available under the Loan Contract is \$1,300,000.00 or such increased amount as approved by a subsequent General Meeting;
 - (c) Members of the Owners Corporation has the authority to approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the Loan Contract;
 - (d) the Owners Corporation acknowledges that it has sought such advice (including legal advice) as it believes appropriate prior to entering into the loan contract; and
 - (e) a drawdown instruction may be signed by (strike out those which do not apply):
 - I. Any two members of the executive Committee; or
 - II. The Strata Manager and one member of the Committee; or
 - III. The Strata Manager alone

4. Approval of Loan Facility and Special Levy for Repayment

RESOLVED AS AMENDED

1. The Owners Corporation determined **not to proceed** with a loan facility for a term of 1, 2, or 3 years, noting the indicative monthly repayments provided in the funding proposal as follows:
 - 1-year term: \$113,837.69 per month
 - 2-year term: \$59,539.39 per month
 - 3-year term: \$41,491.08 per month
2. The Owners Corporation **resolved to approve** a Special Levy totalling \$1,300,000 to fund the remedial works. The levy is to be raised in three instalments, as outlined below:
 - 1st Instalment: 1st December 2025
 - 2nd Instalment 12th of January 2026
 - 3rd Instalment 2nd of February 2026

There being no further business the meeting closed at 07:47 PM.

Bright & Duggan Pty Ltd

Managing Agents for Plan No. 83633



bright & duggan



australia's strata leader

Notice of
Extraordinary General Meeting

The Owners of – Strata Plan No. 83633
208-214 BLAXLAND ROAD, RYDE, NSW, 2112

Strata Manager: George Kordas

Meeting Date: 21 October 2025

Time: 05:30 PM

Meeting Location: McKinnon Room, Club Ryde, 728 Victoria Road, RYDE, NSW, 2112



Important Notes

Voting at this meeting is conducted in accordance with the provisions of Regulations 14 and 15 of the Strata Schemes Management Regulation 2016, at which meeting a pre-meeting electronic voting may be conducted. Matters may be determined wholly (motions must not be amended). Owners or their nominees are not required to attend the meeting and may submit a Voting Form forming part of the notice of this meeting. If you are submitting a Voting Form, you must: a) vote in accordance with the Instructions contained on the Voting Form, and b) submit the Voting Form at least 24 hours prior to commencement of the meeting.

All of the relevant documents for this meeting can be easily accessed on the StrataMax Portal via your link through the Bright & Duggan website at www.bright-duggan.com.au

Pre-Meeting & Electronic Voting

Electronic Voting:

Electronic voting will be conducted using StrataVote. Use the link in the email to open StrataVote to Pre-Vote before the meeting starts. Alternatively you can use StrataVote Anywhere to vote during a live meeting.

Postal Voting:

Alternatively, you may submit your votes by returning the voting paper at the end of this notice along with the declaration form. Please see below methods:

Meeting Date	21 October 2025
Meeting Time	05:30 PM
Postal Method	Att: The Secretary - 83633 C/- Bright & Duggan Pty Ltd PO Box 281, CROWS NEST NSW 1585
Email Method	Att: Bright & Duggan customer care@bright-duggan.com.au

Attendance & Meeting Procedures

- Recording of persons in attendance
- Validation and recording of proxies
- Determination of quorum
- Chairperson of the meeting
- Commencement time

Reference to a section is reference to a section in the Strata Schemes Management Act 2015 (NSW) & reference to a regulation is reference to a regulation in the Strata Schemes Management Regulation 2016 (NSW), unless otherwise stated.

Quorum

A quorum is present at a meeting immediately following where not less than 25% of persons entitled to vote being present, either in person or by proxy. If no quorum is present within 30 minutes after the scheduled time for the meeting commencement, the chairperson may either adjourn the meeting for 7 calendar days or declare that the persons present (either in person or by duly authorised proxy and entitled to vote) constitute a quorum. Owners, tenants and proxy holders require registering attendance with the chairperson. To ensure the meeting commences on time, please arrive 10-15 minutes prior to the scheduled time for the meeting to register your attendance.

Chairperson

The elected Chairperson of the owners corporation would ordinarily chair this meeting. Pursuant to delegations of the strata management agency agreement to Bright & Duggan, and with the consent of persons in attendance, it is customary for the managing agent to chair the meeting.

Voting Rights

Each owner has voting rights that may be exercised at a meeting of the owners corporation if the owner is shown on the strata roll, and in the case of a corporation, if the company nominee is shown on the strata roll. In the case of co-owners, one of the owners may act as proxy on behalf of the other co-owner, or if no proxy is provided, the owner first named on the strata roll has voting rights. An owner is not entitled to vote in person or by proxy if they are un-financial at the date of notice of the meeting and unless payment has been received before the meeting of all contributions levied on the owner, and any other amounts recoverable from the owner, in relation to the lot.

Motions where Pre-meeting Voting is Permitted

Owners, proxy holders, or company nominees voting by way of pre-meeting electronic voting should be aware that the relevant motion may be amended by a further motion

at the meeting, after the pre-meeting electronic voting takes place, and that consequently the pre-meeting vote may have no effect.

Proxies

If an owner with voting rights is unable to attend the meeting, they may appoint a proxy to vote on their behalf. In the case of joint ownership, all owners must sign the proxy form, and in the case of ownership by a corporation, the company nominee must sign the proxy form. The proxy form must provide instructions on whether the person appointing the proxy intends for the proxy to be able to vote on all matters and if not, the matters on which the proxy is permitted to vote. Please note that proxies do not remain valid indefinitely. In the case of a large strata scheme (in excess of 100 lots and excluding parking or utility lots), proxy forms must be provided to the **Secretary 24 hours prior to commencement of the meeting**. All other proxy forms must be provided to the Secretary either prior to or at commencement of the meeting. For strata schemes with 20 lots or less, a person may hold maximum of 1 proxy. For strata schemes with greater than 20 lots, a person may hold proxies to a number that is equal to not more than 5% of the total number of lots.

Resolutions

Motions declared for 'special resolution', not more than 25% of the values of votes cast against the resolution. The value of the vote in respect of a lot is equal to the registered unit entitlements for the lot. Motions declared for 'unanimous resolution', no vote may be cast against the resolution.

A motion or election that is not required to be approved by 'special resolution' or 'unanimous resolution' is passed by a simple majority of votes cast for or against the motion, with each person having 1 vote for each lot in respect of which the person is entitled to vote.



Tenant Representative

A tenant representative, elected in accordance with section 33, is entitled to attend meetings of the strata committee, but is not entitled to vote on decisions of the strata committee, put a motion or nominate a person for office.

Tenants

A tenant, who is registered on the strata roll, is entitled to attend meetings of the owners corporation, but is not entitled to vote unless the tenant holds a duly authorised proxy. Tenants are not entitled to address the meeting unless authorised to do so by resolution of the owners corporation. The owners corporation may determine that the tenants are not permitted to be in attendance at the meeting during discussions or decisions relating to financial matters.

In accordance with section 258, tenancy notice must be provided to the owners corporation not later than 14 days after commencement of a lease, sublease or execution of the assignment.

Meeting Protocols

Meetings of the owners corporation provides a forum for the owners with opportunity to discuss, contribute and participate in the decision-making process concerning all facets of the common property within the strata scheme. Bright & Duggan strongly encourages participation of all owners at the meetings and recommends the following meeting protocols for efficient and effective meeting:

- Be prompt. Allow sufficient time to register your attendance, so the meeting can commence at the scheduled time.
- Turn mobile phones and any other electronic devices to silent.
- Address the meeting via the Chairperson only and at their permission. The Chairperson is responsible for ensuring all attendees have an opportunity to address the meeting and that the voting process is accurate.
- Be respectful of others addressing the meeting, by not participating in 'side conversations'.
- Matters not included on the agenda notice are not permitted to be discussed or resolved at the meeting. This is in recognition of a failure to provide notice to other interested owners.
- Your decisions should be made for the collective good of the owners corporation, rather than for self-interest.

Minutes

Owners can register for distribution of notices electronically. Please contact our Customer Care Department for further assistance on (02) 9902 7100 or email customercare@bright-duggan.com.au.

Distribution of minutes of general meetings, in accordance with schedule 1 of the Strata Schemes Management Act 2015 (NSW), will proceed in the following manner: a) by giving each member of the strata committee a copy, b) by giving each owner a copy, if the strata scheme is not a large strata scheme, and c) by giving an owner a copy, if the strata scheme is a large strata scheme and the owner requests a copy within the period of 14 days.

Motions

1. Minutes

That the Owners Corporation resolves to confirm the minutes of the last general meeting, held on 28th of August 2025, as a true and accurate record of the proceedings of that meeting.

Explanatory Notes:

Section 8(1) of Schedule 1: The minutes of the last general meeting are attached to the notice of this meeting. This motion confirms accuracy of the minutes and in the event that the minutes are in error, an owner may move that the minutes be amended.

2. Engagement of Project Supervision / Client Advocate Services

That the Owners Corporation SP83633 resolves to:

1. Engage Forrest Engineering Pty Ltd (trading as Remedial + Building Engineers) to provide Project Supervision / Client Advocate services in accordance with their fee proposal dated 2 July 2024, reference RBE01049/SUB/SOW-PM-DBP (Rev 1).
2. Approve the associated fee for Item 3 – Project Supervision / Client Advocate – to be calculated at 10% of the final Contract Value of the remedial works.

Explanatory Notes:

Item 3 of the proposal relates to Project Supervision / Client Advocate services, which includes:

- Appointment of a dedicated Project Supervisor to act as liaison between the Owners Corporation, Strata Manager, and Building Practitioner.
- Oversight of the building contract to ensure the scope of works is accurately reflected.
- Regular site inspections and reporting to monitor progress and compliance.
- Review of payment claims and variation requests from the builder.
- Weekly updates to the Owners Corporation on project progress.
- Coordination of compliance with the Design & Building Practitioners Act 2020 (NSW), including critical stage inspections and collaboration with the Design Practitioner.

The fee for this service is proposed at 10% of the final Contract Value of the remedial works.

Given the complexity of the works and the legislative requirements under the Design & Building Practitioners Act, engaging a qualified and experienced project supervisor is considered essential to protect the interests of the Owners Corporation and ensure the works are delivered to a compliant and satisfactory standard.

The motion seeks approval to proceed with this engagement and authorises the Strata Manager to execute the agreement and manage the engagement on behalf of the Owners Corporation.

3. Approval of Multi-Drawdown Facility Agreement with Lannock Capital 2 Pty Ltd.

1. That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to meet working capital requirements, fund remediation works and to comply with its obligations under law (Loan Contract).

2. That the Owners Corporation's seal be affixed to the loan contract in the presence of (strike out those which do not apply):

- (a) Any two members of the executive Committee; or
- (b) The Strata Manager and one member of the Committee; or
- (c) The Strata Manager alone

3. That the Owners Corporation acknowledges the following things:

- (a) a copy of the proposed Loan Contract, the terms and conditions, the information memorandum and a prescribed notice, was tabled at the meeting;
- (b) the maximum amount of credit available under the Loan Contract is \$1,300,000.00 or such increased amount as approved by a subsequent General Meeting;
- (c) Members of the Owners Corporation has the authority to approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the Loan Contract;
- (d) the Owners Corporation acknowledges that it has sought such advice (including legal advice) as it



believes appropriate prior to entering into the loan contract; and
(e) a drawdown instruction may be signed by (strike out those which do not apply):
I. Any two members of the executive Committee; or
II. The Strata Manager and one member of the Committee; or
III. The Strata Manager alone

Explanatory Notes:

The Owners Corporation of SP-83633, has identified the need for significant remedial works to address building defects across the residential strata scheme comprising 26 lots.

At a previous General Meeting held on the 28th of August 2025, the Owners Corporation approved initial remediation works. However, additional issues have been reported within several lots that were not included in the original scope of works or tender documentation.

To ensure these additional units are addressed and to avoid delays or cost escalations, Remedial + Building Engineers have recommended an indicative revised project cost of \$1.3 million. This figure is intended to cover the full extent of the remedial works, including the newly identified units.

To support the funding of these works, the Owners Corporation proposes entering into a Multi-Drawdown Facility Agreement with Lannock Capital 2 Pty Ltd for a loan facility of up to \$1,300,000.00.

This facility will:

- Be drawn down progressively as required;
- Be used exclusively for remediation and associated legal and operational costs;
- Be repaid through levies raised and issued to lot owners;
- Allow the Owners Corporation to proceed with works without further delay or the need for additional special levies.

The funding structure offers flexibility, enabling the Owners Corporation to manage cash flow efficiently and ensure that all affected lots are included in the remediation program.

4. Approval of Loan Facility and Special Levy for Repayment

3. That the Owners Corporation resolves to:

- a. Determine at this meeting the preferred loan term (1, 2, or 3 years), noting the indicative monthly repayments provided in the funding proposal:
 - i. 1 year term: \$113,837.69/month
 - ii. 2 year term: \$59,539.39/month
 - iii. 3 year term: \$41,491.08/month
- b. Approve a special levy to repay the loan in equal quarterly instalments, aligned with the scheme's regular levy cycle, with the first instalment due and payable on 24 November 2025, and subsequent instalments issued in accordance with the scheme's standard quarterly levy schedule.

Date of Notice: 3 October 2025
Bright & Duggan Pty Ltd
Managing agents for Plan No. 83633



Minutes of

Extraordinary General Meeting

To The Owners of – Plan No. 83633

208-214 BLAXLAND ROAD, RYDE, NSW, 2112



Meeting Date:	28 August 2025
Time:	05:30 PM
Address:	McKinnon Room, Club Ryde, 728 Victoria Road, RYDE, NSW, 2112
Present:	Ian Baird Marquis & Jenny Margaret Marquis (Lot 1) Owner present Melissa Woodhams (Lot 2) Owner present Yuk Yi Kong (Lot 9) Owner present Margaret Elizabeth Taylor (Lot 10) Owner present Jessica Louise Erickson Thornton (Lot 13) Owner present Alexander Alfio Leonardi & Rachel Rose Lobo (Lot 14) Owner present Guillaume Antoine Davies (Lot 15) Owner present Davy Hidayat & Karen Rose Geraldez Castillo (Lot 16) Owner present Nutwara Kromsuriyasak (Lot 17) Owner present Greta Vakirtzis (Lot 18) Owner present Jade Amanda Monteverdi (Lot 19) Owner present Mathew Jasper Kyle Thomas & Natalie Simone Thomas (Lot 20) Owner present Rodney Lawrence & Moriah Lawrence (Lot 21) Owner present Susanne Marie Abbey (Lot 22) Owner present Andreas Engesser & Georgia Engesser (non-financial) (Lot 23) Owner present Patricia Vakirtzis (Lot 24) Owner present Diana Lay Ean Lim (Lot 25) Owner present Mary Madlene Pisano (Lot 26) Owner present
By proxy:	
In attendance:	Laura Paley-Smith Bright & Duggan Samantha Walker Bright & Duggan

Chairperson: Laura Paley-Smith
Apologies:
Quorum: Yes, 25% or more of lot owners in attendance

Motions

1. Minutes

RESOLVED

Resolved that the Owners Corporation resolves to confirm the minutes of the last general meeting, held on 29th of July 2025, as a true and accurate record of the proceedings of that meeting.

2. Appointment of Builder and Delegation of Authority to the Committee.

RESOLVED AS AMENDED

That the Owners Corporation of SP83633 resolves to:

1. Acknowledge the Owners Corporation's legal obligation under Section 106 of the Strata Schemes Management Act 2015 (NSW) to properly maintain and keep in a state of good and serviceable repair the common property and any personal property vested in the Owners Corporation.
2. Appoint Robertson's Remedial & Painting as the preferred builder to undertake the remedial works at 208-214 Blaxland Road, Ryde, in accordance with the tender summary and recommendations provided by Remedial + Building Engineers.
3. Appoint Remedial + Building Engineers for the purpose of certifying the remedial works, at a fee of 10% of the total contracted value of the remedial works.
4. Delegate authority to the Strata Committee to review and approve any variations to the scope of works that may arise during the course of the project, provided such variations:
 - Relate to common property;
 - Are identified or recommended by the appointed engineer or project supervisor;
 - Are assessed as necessary to ensure the integrity and completion of the remedial works.
5. Authorise the Strata Managing Agent to execute the contract with Robertsons Remedial & Painting on behalf of the Owners Corporation.

3. Remedial Work Funding - Loan

DEFEATED

1. That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to meet working capital requirements, fund remediation works and to comply with its obligations under law (Loan Contract).
2. That the Owners Corporation's seal be affixed to the loan contract in the presence of (strike out those which do not apply):
 - (a) Any two members of the executive Committee; or
 - (b) The Strata Manager and one member of the Committee; or
 - (c) The Strata Manager alone
3. That the Owners Corporation acknowledges the following things:
 - (a) a copy of the proposed Loan Contract, the terms and conditions, the information memorandum and a prescribed notice, was tabled at the meeting;
 - (b) the maximum amount of credit available under the Loan Contract is \$1,000,000.00 or such increased amount as approved by a subsequent General Meeting;
 - (c) Members of the Owners Corporation has the authority to approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the Loan Contract;
 - (d) the Owners Corporation acknowledges that it has sought such advice (including legal advice) as it believes appropriate prior to entering into the loan contract; and
 - (e) a drawdown instruction may be signed by (strike out those which do not apply):
 - I. Any two members of the executive Committee; or
 - II. The Strata Manager and one member of the Committee; or
 - III. The Strata Manager alone

4. Approval of Special Levy for Loan Repayment.

DEFEATED

That the Owners Corporation of SP83633 resolves to:

1. Raise a special levy within the Capital Works Fund totaling \$1,000,000.00 plus interest accrued over the loan term, to be repaid over a period of 10 years, in equal quarterly instalments aligned with the scheme's levy cycle:
2. Allocate the levy contributions proportionally to each lot in accordance with their unit entitlement.
3. Apply the funds raised exclusively for the repayment of the loan facility entered into with Lannock Capital 2 Pty Ltd, for the purpose of funding remedial works to common property.

There being no further business the meeting closed at 07:06 AM.

Bright & Duggan Pty Ltd
Managing Agents for Plan No. 83633

Date prepared
11 September 2025

Strata Funding Proposal

Prepared for
SP-83633
208-214 Blaxland Road
Ryde, NSW 2112

By
Gemma Davey
gemma@lannock.com.au
0437 492 582
T: 1300 851 585



11 September 2025

The Owners - SP-83633
208-214 Blaxland Road
Ryde, NSW 2112

c/- Bright & Duggan - Head Office

Dear George

Thank you for your enquiry about a Lannock strata loan for **SP-83633**.

Lannock is the leading strata financier in Australia, helping owners improve their health, safety, lifestyle, property values and return on investment with efficient financing solutions.

We recommend owners take advantage of the opportunity to **speak directly with one of our representatives** so that we can answer any questions you or your colleagues regarding this proposal and the benefits of strata funding.

Loan Proposal for SP-83633	
Address	208-214 Blaxland Road, Ryde, NSW 2112
Property description	Residential strata scheme with 26 lots
Funding is required for	Remediation
Expected funding required	\$1,300,000.00

Please advise us if the above information is not correct.

About our funding

Lannock provides funds directly to the owners corporation, instead of lending to individual owners. There are no mortgages, banker's liens, charges or caveats. We do not require personal financial information from individual owners or seek personal guarantees and certifications. You can find out more about Lannock and our strata loans in the accompanying brochure or visit us at lannock.com.au. Best of all, please call us so that we can talk in person.

Amount of credit

Lannock will usually provide 100% of funds for strata improvement projects, with no specified minimum or maximum amount of funding. Should you start your project but require additional funding, we can accommodate increases to cater for this.

Indicative variable interest rate and Principal & Interest repayments as at 11 September 2025:

Loan Amount	Comparison Rate p.a	Interest Rate	Full Payment Term	Interest Only Period	Monthly Payment (IO Period)	P&I Period	Monthly Payment (P&I Period)
\$1,300,000.00	9.34%	9.25%	1 Yrs	N/A	N/A	1 Yrs	\$113,837.69
\$1,300,000.00	9.30%	9.25%	2 Yrs	N/A	N/A	2 Yrs	\$59,539.39
\$1,300,000.00	9.28%	9.25%	3 Yrs	N/A	N/A	3 Yrs	\$41,491.08

Fees & Charges					
Approval fee:	\$600.00	Establishment fee:	\$0.00	Line fee:	\$0.00
Settlement fee:	\$0.00	Early payment fee:	\$0.00	Dishonours, defaults, arrears, etc.	As per the Facility Agreement

Drawings (Advances)

You can choose either a single or multi-drawdown facility. Advances can be drawn at any time during the Availability Period which is usually 1 year from date of the Facility Agreement.

Lannock will remit the funds directly into the owners corporation’s account to enable you to pay the contractor or to be reimbursed for a payment already made.

You have the flexibility with each Advance to specify:

- Term of Advance (1 to 15 years)
- Interest Only Period (up to 2 years)

Each advance against the facility becomes a loan in itself and can be paid back early at any time at no extra cost.

Funding Options – why borrow instead of having a special levy?

A Lannock strata loan provides fast and flexible funding. Successful loans are usually approved within 48 hours, allowing you to begin works and receive their benefits immediately. Lannock’s funding is also highly flexible, enabling multiple drawdowns at no extra cost so that you only pay for what you use, when you use it.

Special levies often place onerous financial burdens on individual owners which lead to difficulties with raising funds. It is common for special levies to cause project delays, during which project inflation increases costs and the property deteriorates further.

Next Steps

1. Invite us to discuss this proposal and the attributes of a loan compared to a special levy, with you and your owners

2. Contact Lannock for a Facility Agreement and the motions to be included in the notice of your General Meeting
3. Table and approve the Facility Agreement at a General Meeting (which we are happy to attend if able)

I look forward to working with you on this project.

Yours sincerely

Gemma Davey
Head of Business Development
0437 492 582
gemma@lannock.com.au

11 September 2025

The Owners - SP-83633
c/- Bright & Duggan - Head Office
PO Box 281
Crows Nest, New South Wales 1585

Dear Secretary

Your \$1,300,000.00 Multi Drawdown facility

We are pleased to propose a funding facility of \$1,300,000.00 for the purposes outlined in the enclosed documents. With this letter, please find the required documents for your consideration.

What you need to do

If you wish to pursue this facility, please print and execute the facility documents and return them, with schedules 1 and 2, to us within 60 days of the date of this letter (we may agree a longer period). You must also keep a copy of the executed documents and schedules for yourself.

Before returning any documents, please ensure that:

1. You have read and understood the Facility Agreement, the Terms and Conditions, the Information Statement and the Credit Guide;
2. You have considered and approved the proposed funding facility in accordance with all applicable rules and regulations;
3. You have passed the required resolutions at a general meeting and provided evidence of this general meeting in the form of Schedule 1, page 13, signed by the people authorised by the general meeting;
4. You have approved the levies which will permit you to meet your financial obligations under this Funding Facility over the life of the facility as and when they become due and payable and have issued notices to the owners in respect of the first such levy payment;
5. The Facility Agreement has been executed by affixing the common seal of the Owners Corporation in the presence of the authorised witnesses (page 12); and
6. You have completed the Direct Debit Request Form (Schedule 2, page 14).

Please return the completed and executed documents to:

Lannock Capital 2 Pty Ltd
Suite 18.01, Level 18
227 Elizabeth Street
Sydney NSW 2000

We will review your offer to borrow from us when you send the documents (and any other documents referred to in clause 4 that we request) to us. If we accept your offer, we will sign a copy of the Facility Agreement and notify you via email that your offer has been accepted. Subject to the terms of the facility, we will then lend to you each time you send us a completed Drawdown Instruction (Schedule 3, page 15).

What you need to know

If you are unsure about anything in the documents or about the rules and regulations you must comply with, you should seek independent legal advice before executing and returning any documents to us.

Yours faithfully



Paul Morton
CEO
Lannock Capital 2 Pty Ltd

Facility Agreement

Multi Drawdown Facility

\$1,300,000.00



1 Financial Table

1.1 Amount of Credit													
Amount of Credit	<p>The maximum amount of credit under this Funding Facility is \$1,300,000.00.</p> <p>The Amount of Credit may be increased from time to time by agreement between the Borrower and the Credit Provider provided such increase has been approved by a general meeting of the Borrower.</p>												
To whom it is to be paid	Each Advance will be paid to the Owners Corporation's bank account as specified in each Drawdown Instruction.												
1.2 Annual Percentage Rate													
Annual Percentage Rate	<p>The Annual Percentage Rate in relation to each Advance will be the Variable Rate.</p> <p>Variable Rate: The Variable Rate for an Advance will be the Strata Reference Rate that is applicable from time to time; plus the Variable Premium that is applicable at the time of the Advance for the Amount of Credit and the term of the Advance; plus a credit margin of 0.00%.</p> <p>The Variable Rate as at the Disclosure Date is:</p> <table border="1" data-bbox="411 1093 1406 1232"> <thead> <tr> <th>Term of Advance (years)</th> <th>1</th> <th>2</th> <th>3</th> <th>4</th> <th>5 or more</th> </tr> </thead> <tbody> <tr> <td>Variable Rate</td> <td>9.25%</td> <td>9.25%</td> <td>9.25%</td> <td>9.25%</td> <td>9.25%</td> </tr> </tbody> </table> <p>Strata Reference Rate: The Strata Reference Rate can be obtained by telephoning us during business hours. The Strata Reference Rate is an indicator rate that may vary daily in line with market and economic conditions.</p> <p>The Strata Reference Rate as at the Disclosure Date is 12.85%pa.</p>	Term of Advance (years)	1	2	3	4	5 or more	Variable Rate	9.25%	9.25%	9.25%	9.25%	9.25%
Term of Advance (years)	1	2	3	4	5 or more								
Variable Rate	9.25%	9.25%	9.25%	9.25%	9.25%								

1.3 Calculation of Interest Charges	
Maximum interest free period	There is no interest free period.
Method of calculation of interest charges	<p>We divide the Annual Percentage Rate that applies to each Advance by 365 to get a daily percentage rate.</p> <p>For each Advance, we calculate interest charges on a daily basis by applying the applicable daily percentage rate to the Daily Balance during the term of the Advance (except where the Default Rate applies to any amount included in a Daily Balance that has not been paid by its due date until it is paid).</p> <p>Interest is payable in arrears on each Payment Date for the period commencing on the previous Payment Date (or the Settlement Date for the first interest period) and ending on the day before the Payment Date (including both days).</p>
Frequency of interest charges	Monthly.
1.4 Total Amount of Interest Charges Payable	
Total amount of interest charges payable	Not ascertainable at the Disclosure Date. The interest charges payable for each Advance will depend on the amount, term and Annual Percentage Rate of each Advance.
1.5 Payments	
Amount of each Payment	<p>Not ascertainable at the Disclosure Date. The total of all Payments in relation to an Advance is the amount required to:</p> <p>(a) repay that Advance in full by Monthly instalments over the term selected by the Borrower in the Drawdown Instruction for that Advance; and</p> <p>(b) yield interest calculated daily on that portion of the Advance which is outstanding from time to time during that term at the applicable Annual Percentage Rate.</p> <p>The formula that is used to calculate monthly repayments is: $PMT = [A \times i \times (1 + i)^n] / [(1 + i)^n - 1]$</p> <p>Where: PMT = the monthly payment for the Advance; A = the amount of the Advance; i = the monthly interest rate applicable to the Advance; and n = the remaining term of the Advance in months.</p> <p>The variables in this formula are reset and the monthly payment recalculated as appropriate to reflect any changes in the applicable Annual Percentage Rate.</p> <p>During an Interest Only Period, the amount of each Payment will be an amount equivalent to the interest calculated on that portion of the Advance which is outstanding from time to time during that month at the applicable Annual Percentage Rate.</p>

Number of Payments	Not ascertainable at the Disclosure Date. The number of Payments for each Advance will depend on the term selected by the Borrower for that Advance in the Drawdown Instruction, the Interest Only Period (if selected) and the frequency of Payments.
Total amount of Payments	Not ascertainable at the Disclosure Date. The total amount of Payments for each Advance will depend on the amount, term and Annual Percentage Rate applicable to that Advance and whether the Borrower requests an Interest Only Period.
When Payments are to be made	(a) The first Payment for an Advance is due in the First month following the Settlement Date on either the same day as the Settlement Date in that month or the last day of that month, whichever occurs first. (b) Subsequent Payments for an Advance are due each following First month on either the same day as the first Payment Date in respect of that Advance in that month or the last day of the month, whichever occurs first, until all amounts payable in respect of the Advance have been paid in full.
Frequency of Payments	Monthly for each Advance.

1.6 Credit Fees and Charges – payable as part of the Balance when debited to an Account

Fee / Charge	When Payable	Amount or Method of Calculation
1.6.1 Fees and charges		
Line fee	Monthly in advance from the day we advise the Borrower we have approved the Facility.	\$0.00
Loan approval fee	When we advise the Borrower we have approved the Facility.	\$600.00
Establishment fee	On the date of the first Advance.	\$0.00
Settlement fee	When the Borrower draws each Advance under the facility.	\$0.00
Audit certificate fee	When the Borrower requests us to provide information for the purposes of an audit of its accounts.	\$50.00
Document handling fee	When the Borrower requests us to provide copies of this Facility Agreement or any related document for any purpose or requests us to sign any document.	\$50.00
Document handling out of pocket expenses fee	When we pay or are required to pay these expenses.	The amount of all out-of-pocket expenses incurred by us for document handling.
Statement fee	When the Borrower requests us to provide an out-of-cycle or copy of a Statement	\$50.00 per statement

Valuation fee	When we pay or are required to pay this fee.	The amount which we reasonably incur or have to pay a valuer as a result of any matter relating to this Funding Facility or to a variation of this Funding Facility.
Legal costs and disbursements	When we pay or are required to pay these costs and disbursements.	The amount of legal costs and disbursements which we reasonably incur or have to pay our solicitors as a result of any matter relating to this Funding Facility, including a variation or discharge of this Funding Facility.
Non-scheduled settlement date fee	This fee is payable for each Advance made on a date other than a Preferred Settlement Date.	\$250.00
Direct Debit change of account fee	This fee will be debited to an Account when the Borrower advises us of changes in the Direct Debit arrangements.	\$50.00
Dishonour fee	This fee will be debited to an Account when an attempt by us to make a Direct Debit or receive a payment in any form is declined or dishonoured.	\$50.00
Arrears fee	This fee will be debited to an Account in respect of each Payment that is not made within 7 days of the relevant Payment Date: (a) on or after the 7th day after the relevant Payment Date; and (b) to the extent any amount remains unpaid, on or after the 7th day after each subsequent Payment Date.	\$50.00 (in addition to any interest which may accrue at the Default Rate)
Fee for extending the Availability Period	This fee is payable if the Borrower applies to extend the Availability Period and we approve the extension.	\$250.00
Early payment fee	This fee is payable by the Borrower at the same time that it makes an early Payment.	\$0.00
1.6.2 Total Credit Fees and Charges to the extent ascertainable		
Total Credit Fees and Charges	\$600.00. This amount is correct to the extent ascertainable at the Disclosure Date and is calculated on the assumption that the Borrower will make all Payments under this Funding Facility at the required times. Additional Credit Fees and Charges can become payable in the circumstances described above.	

1.7 Changes Affecting Interest, Payments and Credit Fees and Charges

We may change the Strata Reference Rate and/or the Variable Premium at any time without the Borrower's consent.

Any change to the Strata Reference Rate will affect the Variable Rate that applies in respect of all Advances including existing Advances.

We may change the amount of the Payments for an Advance that is subject to a Variable Rate at any time without the Borrower's consent. We will notify the Borrower of any such change in accordance with clause 15 of the Terms and Conditions.

1.8 Statements of Account

Frequency of statements	Quarterly or as agreed between you and us.
-------------------------	--

1.9 Default Rate

This Funding Facility is a contract under which a Default Rate of interest may be charged when payments are in default.

Default Rate	The Default Rate in relation to each Advance made under this Funding Facility will be the Annual Percentage Rate applicable to that Advance plus a margin of 4.00%pa. The Annual Percentage Rate is described in item 1.2 of this Financial Table.
--------------	--

How the Default Rate is applied	We calculate and apply interest on a daily basis at the Default Rate on any amount included in the Balance of an Account that has not been paid by its due date for the period from the due date to the date of payment of that amount.
---------------------------------	---

1.10 Enforcement Expenses

Enforcement expenses reasonably incurred by us may become payable by the Borrower under this Funding Facility in the event of a breach by the Borrower. The Borrower must pay all our reasonable costs and expenses in relation to the enforcement, attempted enforcement, protection or waiver of any of our rights.

1.11 Date of Disclosure

Disclosure Date	The information in this Facility Agreement is correct as at 11 September 2025.
-----------------	--

1.12 Other Information

This Facility Agreement does not contain all of the information the Borrower is required to be given before it enters into this Funding Facility. The rest of that information is contained in the Terms and Conditions, the Information Statement, the Credit Guide and the Direct Debit Request Service Agreement, copies of which are attached to this Facility Agreement.

1.13 Parties	
Borrower	The Owners - SP-83633, c/- Bright & Duggan - Head Office, PO Box 281, Crows Nest, New South Wales 1585
Credit Provider	Lannock Capital 2 Pty Ltd (ACN 153 391 283) of Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000.

2 Other Details

2.1 Purpose of Funding Facility	
Purpose of Funding Facility	The purpose of the Funding Facility is to assist the Borrower with working capital, to fund remedial works and to meet expenditure that it is permitted by law to incur.
Property	208-214 Blaxland Road, Ryde, NSW 2112

3 Special Expressions

Some words and expressions used in this Facility Agreement have special meanings. Those special meanings are in clause 1 of the Terms and Conditions. When a word or expression is used with a special meaning (except "us", "our" and "we"), it begins with a capital letter.

4 Special Conditions

The following special conditions apply to the Funding Facility:

- (a) You authorise us (or our agent) to make investigations on any matter about or related to your creditworthiness, including in relation to the purpose of the Funding Facility or the capacity of the Borrower to make Payments; including to contact any government agency, your Strata Manager, insurer, auditors, accountants, debt collection agents, consultants, contractors, advisers and lawyers. You authorise these parties to provide us with any information we request and you authorise us to receive information from them and to make copies of books and records. You certify that the information you provide and of which you are the author will be true and correct and you will tell us if you are aware that any other information is not correct. You authorise us to contact you and your members with information on our products and services. You agree that we may refer to the property and this funding in our marketing and promotions (including publishing images and text on our website and in newsletters and case studies). You agree to display (and authorise your contractor to display) one or more signs provided by us on any hoardings, fencing or walls advising that the works are funded by us.
- (b) You must (and you authorise any of your members and your Strata Manager to) provide us promptly upon our reasonable request prior to and during the term of any Advance:
 1. copies of your latest annual financial statements prepared in accordance with Legislation including details of levies and current levies in arrears;
 2. a copy of the certificate of title of the Property (if available) and any associated documents;
 3. copies of tax and other returns;
 4. copies of budgets and financial projections;

5. copies of valuation, architectural, engineering, building consulting and any other reports including but not limited to legal advice;
 6. copies of the notice of meeting, agenda or minutes of any general meeting or any Committee meeting which approves this Funding Facility;
 7. a Purchase Certificate - s184 (NSW) certificate on any of the lots and a copy of your constitution, bylaws and other constituent documents and any licence, lease or other agreement regarding occupancy or use of the Property;
 8. a copy of the current Strata Roll of current members of the corporation and their contact details including the lot number, unit entitlement, postal addresses, email addresses and phone numbers and those of any tenants or mortgagees;
 9. names and contact details of current Members of its Committee including postal addresses, email addresses and phone numbers;
 10. an insurer's certificate or other acceptable evidence of its building and other insurances;
 11. a copy of your policies and processes regarding levies in arrears including details of any specific actions underway;
 12. information about any litigation either past, current or pending involving the Borrower;
 13. a copy of any applications or representations by or against the Borrower to government bodies, tribunals and courts;
 14. a deposit form, statement or other evidence acceptable to us of its bank account details for direct payment;
 15. a copy of any agreement between the Borrower and any contractor or provider of capital works or services which are the subject of this funding;
 16. name, contact details and documents of appointment of or contract or agreement with its Strata Manager, management company, accountants, auditors, consultants, advisers and lawyer;
 17. a copy of the appointment and delegation of the Strata Manager; and
 18. a copy of your maintenance plan, sinking fund plan and/or capital budget.
- (c) You must, if we reasonably request, invite us to attend any general meeting or Committee meeting, where the meeting proposes to deal with this Funding Facility, delays or changes to the capital works, the levying of contributions, the taking out of a loan or any matter that may impact your ability to discharge its obligations under the Funding Facility including your ability to meet Payments.
- (d) You must not:
- (i) incur any financial indebtedness other than under this Funding Facility or in the ordinary course of the your day-to-day operations; or
 - (ii) provide security or allow any other encumbrance to exist over your assets (both personal and common), without our prior written consent; or
 - (iii) seek to terminate the strata scheme without our prior written consent.
 - (iv) seek to terminate the strata scheme without or prior written consent.
- (e) If any of your details or circumstances change, for whatever reason, you must give us written notice within 14 days of the change taking effect, including, without limitation, if:
- (i) the Borrower changes its name or address;
 - (ii) the Borrower changes its rules, bylaws or constituent documents or any other document in a manner which is material to this Funding Facility;
 - (iii) there is any change to the membership of the Committee or its office bearers;

- (iv) a new Strata Manager is appointed, an existing Strata Manager ceases to act or the Strata Manager's contact details change;
 - (v) the Property ceases to be insured as required by the Legislation;
 - (vi) any material detail in respect of the Property changes;
 - (vii) a notice of a general meeting to consider an application to a court or other body for termination of the strata scheme;
 - (viii) an application is made to a court or other body for termination of the strata scheme;
 - (ix) any Default occurs;
 - (x) the Borrower's ability to comply with its obligations under this Funding Facility is adversely affected; or
 - (xi) there is a material delay in the progress or a material change in scope or cost of the capital works which are the purpose of the funding.
- (f) If there is a proposal to amend any document in relation to the Borrower that is registered with a public authority, for whatever reason, you must give us written notice within 14 days of becoming aware of the proposal.
- (g) you represent and warrant that, as at the date of signing this Facility Agreement:
- (i) you have not granted security over any of your assets (including both personal and common property) other than those notified to us; and
 - (ii) the financial accounts (and any other financial information) provide an accurate reflection of your financial position.

A handwritten signature in black ink, appearing to be 'A. A.', written over a horizontal line.

Lannock Capital 2 Pty Ltd (ACN 153 391 283)
by an authorised officer

Date: 11 September 2025

Offer and Receipt

The Borrower has received a copy of this Facility Agreement, inclusive of the attached Terms and Conditions, the prescribed Information Statement, the Credit Guide and the Direct Debit Request Service Agreement. The Borrower agrees to the terms and conditions of, and offers to borrow from the Credit Provider under, this Facility Agreement.

IMPORTANT	
BEFORE THE BORROWER SIGNS	THINGS THE BORROWER MUST KNOW
<ul style="list-style-type: none"> • READ THIS CONTRACT DOCUMENT so that the Borrower knows exactly what contract it is entering into and what it will have to do under the contract. • The Borrower should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT THE PROPOSED CREDIT CONTRACT". • Fill in or cross out any blank spaces. • Get a copy of this contract document. • Do not sign this contract document if there is anything the Borrower does not understand. 	<ul style="list-style-type: none"> • The Borrower can withdraw this offer at any time before the Credit Provider accepts it. When the Credit Provider does accept it, the Borrower is bound by it. However, the Borrower may end the contract before it obtains credit by advising the Credit Provider in writing, but it will still be liable for any fees or charges already incurred. • The Borrower does not have to take out consumer credit insurance unless it wants to. • If the Borrower takes out insurance, the Credit Provider can not insist on any particular insurance company. • If this contract document says so, the Credit Provider can vary the annual percentage rate (the interest rate) and the repayments without the Borrower's consent. • If this contract document says so, the Credit Provider can charge a fee if the Borrower pays out its contract early.

Executed by the Borrower

THE COMMON SEAL of
The Owners - SP-83633
(the Borrower)
was affixed to this Facility Agreement
in the presence of:

Secretary
(or other person authorised by the Meeting)

Member
(or other person authorised by the Meeting)

Print Name:

Print Name:

Dated this.....day of.....20.....

Please note that the Terms and Conditions and prescribed notice should be attached to this Facility Agreement. If the Borrower has not received the Terms and Conditions or prescribed notice, it should ask for a copy by writing to Lannock Capital 2 Pty Limited (ACN 153 391 283), Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000.

The Borrower should keep the additional copies of this Facility Agreement, including the attached copies of the Terms and Conditions and prescribed notice, for its records.

Office Use Only: The Credit Provider accepts the Borrower's offer to borrow in accordance with the terms of the Facility Agreement	this.....day of.....20.....
	_____ Lannock Capital 2 Pty Ltd (ACN 153391283) by an authorised officer

Schedule 1

Certificate – General Meeting

To: Lannock Capital 2 Pty Limited (ACN 153 391 283)
 Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000

We hereby certify that at a duly convened meeting of the Members of The Owners - SP-83633 (the “**Owners Corporation**”) held on the ____ day of _____ 20__ the following resolutions were passed in accordance with all applicable rules and regulations affecting the Owners Corporation:

1. That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation’s obligations to meet working capital requirements, fund remediation works and to comply with its obligations under law (Loan Contract).
2. That the Owners Corporation’s seal be affixed to the loan contract in the presence of (strike out those which do not apply):
 - (a) Any two members of the executive Committee; or
 - (b) The Strata Manager and one member of the Committee; or
 - (c) The Strata Manager alone
3. That the Owners Corporation acknowledges the following things:
 - (a) a copy of the proposed Loan Contract, the terms and conditions, the information memorandum and a prescribed notice, was tabled at the meeting;
 - (b) the maximum amount of credit available under the Loan Contract is \$1,300,000.00 or such increased amount as approved by a subsequent General Meeting;
 - (c) Members of the Owners Corporation has the authority to approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the Loan Contract;
 - (d) the Owners Corporation acknowledges that it has sought such advice (including legal advice) as it believes appropriate prior to entering into the loan contract; and
 - (e) a drawdown instruction may be signed by (strike out those which do not apply):
 - I. Any two members of the executive Committee; or
 - II. The Strata Manager and one member of the Committee; or
 - III. The Strata Manager alone

Signed:

 Secretary
 (or other person authorised by the Meeting)

 Member
 (or other person authorised by the Meeting)

 Print name

 Print name

Dated this..... day of.....20.....

Schedule 2

Direct Debit Request Form

Owners Corporation's Authority

By signing this document on behalf of The Owners - SP-83633 (Borrower) we authorise the Credit Provider or its Agent Debit User Number 447531 (**Debit User**), to debit the Borrower's account detailed below, through the Bulk Electronic Clearing System, with any amount the Borrower must pay Lannock Capital 2 Pty Ltd (Credit Provider) when due under the arrangement the Borrower has entered into with the Credit Provider on or about the date of this Direct Debit Request (**Facility Agreement**). This Direct Debit Request is to remain in force until further notice in writing and is governed by the terms of the Bulk Electronic Clearing System and the Direct Debit Provisions of the Facility Agreement.

Details of the Borrower's Bank Account to be debited

Financial Institution Name: _____

Address: _____

Account Name: _____

BSB Number:				-				Account Number:											
-------------	--	--	--	---	--	--	--	-----------------	--	--	--	--	--	--	--	--	--	--	--

Borrower declaration

By signing this Direct Debit Request we declare that:

- this Direct Debit Request authorises the Credit Provider to verify the account details with the Borrower's financial institution and to instruct the Borrower's financial institution to debit its account as described above on its behalf;
- all information given to the Credit Provider is accurate and not misleading and we are aware that the Credit Provider is relying on it; and
- the Borrower will not alter the direct debit arrangements (including closing or changing the account described above) set out in this Direct Debit Request without notifying the Credit Provider at least 14 days prior to the next direct debit due date and making new direct debit arrangements on another account of the Borrower.

When signing this Direct Debit Request

- fill in or cross out any blank spaces;
- ensure that each required authorised signatory of the bank account signs this Direct Debit Request or a copy of this form; and
- do not sign this form if there is anything that you do not understand.

Authorised Signatory

Authorised Signatory

Print name

Print name

Dated / /

Dated / /

Schedule 3

Drawdown Instruction

/ /

Insert the date you are completing this Drawdown Instruction. Please note that a Drawdown Instruction must be received by us at least 5 Normal Working Days prior to the Settlement Date.

Lannock Capital 2 Pty Limited (ACN 153 391 283)
Suite 18.01, Level 18, 227 Elizabeth Street
SYDNEY NSW 2000

The Owners - SP-83633
c/- Bright & Duggan - Head Office
PO Box 281
Crows Nest New South Wales 1585

Please post this Drawdown Instruction to us – we require the original of this Drawdown Instruction before we can fund the Advance

To: Lannock Capital 2 Pty Ltd (Credit Provider)

Facility Agreement dated *(insert the date on which you signed the Facility Agreement)*

We refer to the Facility Agreement described above that the Owners Corporation has made with you. Terms and expressions defined in that agreement have the same meaning when used in this Drawdown Instruction.

We request an Advance as follows:

Amount of Advance	\$	<i>Insert the amount requested for this Advance – the aggregate principal component of all Advances after this Advance has been made must not exceed the Amount of Credit.</i>
Term of Advance	_____ year/s	<i>Insert the term for this Advance (from 1 to 15 years).</i>
Interest Only Period	_____ year/s	<i>If the Facility Agreement provides for an Interest Only Period and you would like to have an Interest Only Period for this Advance, insert the Interest Only Period for this Advance (Maximum 2 years).</i>
Settlement Date	<input type="checkbox"/> Next Preferred Settlement Date or	<i>Select Next Preferred Settlement Date (usually a Thursday each week) or insert your required date. Please note that if you select a date other than a Preferred Settlement Date you must give us at least 5 days' notice and you may be charged a fee.</i>
	<input type="checkbox"/> / /	

Please initial this page and sign the next page

**Need to contact Lannock?
Call 1300 85 15 85**

Drawdown Instruction page 1 of 2

Drawdown Instruction (continued)

We request you to disburse the proceeds of the Advance to our bank account as follows:

Owners Corporation Account Name	Corporation BSB	Corporation Account Number	Amount
			\$

We, the legally authorised representatives of the Borrower:

1. **certify** that the Advance is duly authorised by the Borrower;
2. **attach** a copy of each tax invoice that will be (or has been) paid or partly paid by application of the proceeds of the Advance;
3. **certify** that the Borrower has complied with all its obligations under the Funding Facility and no Event of Default under the Funding Facility has occurred (unless it has been remedied or waived by you);
4. **certify** that all representations and warranties made by the Borrower at or before the time of entering into the Funding Facility remain true, and the Borrower now repeats those representations and warranties for your benefit;
5. **certify** that since the passing of the resolution of members of the Borrower that approved the Funding Facility, there has been no resolution of members or the Committee of the Borrower that prohibits or restricts the giving of this Drawdown Instruction; and
6. **certify** that Borrower will only use the funds for expenses that the Owners Corporation is permitted to incur pursuant to the Facility Agreement.

We **note** that, once received by you, this Drawdown Instruction is irrevocable.

Signed by:

 Secretary
 (or other person authorised by the Meeting)

 Member
 (or other person authorised by the Meeting)

 Print name

 Print name

Dated / /

Dated / /

Please sign here and initial the first page.

**Need to contact Lannock?
 Call 1300 85 15 85**

This page must be signed by the authorised representatives of the Borrower.

Drawdown Instruction page 2 of 2

Schedule of Attachments

Attachment “**A**” – Terms and Conditions

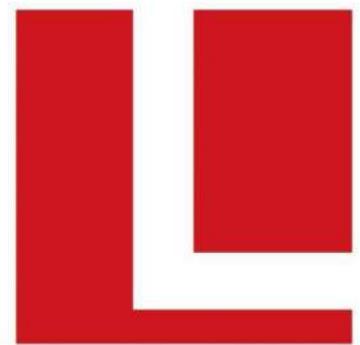
Attachment “**B**” – Prescribed Notice

Attachment “**C**” – Credit Guide

Attachment “**D**” – Direct Debit Request Service Agreement

Attachment A

Terms and Conditions



Terms and Conditions

PLEASE NOTE: These Terms and Conditions do not contain all of the information the Borrower is required to be given before it enters into this Funding Facility. The rest of that information is contained in the Facility Agreement and the prescribed notice.

1 Interpretation

1.1 Words with special meanings

In this Funding Facility:

“Account” means any account we open in the name of the Borrower for the purposes of this Funding Facility.

“Advance” means an advance of a principal amount to the Borrower upon the receipt of a Drawdown Instruction.

“Amount of Credit” means the amount of credit specified in the Facility Agreement.

“Availability Period” means the period commencing on the Disclosure Date and ending on the Final Drawdown Date.

“Balance” means, at any one time, the difference between all amounts credited and all amounts debited to an Account.

“Borrower” means the borrower specified in the Facility Agreement.

“Committee” means the committee appointed in relation to the Borrower in accordance with the Legislation.

“Credit Fees and Charges” means the credit fees and charges set out in the Facility Agreement and any other fees and charges payable in connection with this Funding Facility but does not include:

- interest charges;
- Government Transaction Charges;
- enforcement expenses;
- any fee or charge that we are prohibited from charging the Borrower under any Law; or
- that part of a fee or charge that exceeds the amount that we may charge the Borrower consistently with any Law.

“Credit Legislation” means:

- the National Credit Code, enacted under Schedule 1 of the National Consumer Credit Protection Act 2009 (Cth), and that Code as amended from time to time;
- the National Consumer Credit Protection Regulations 2010 (Cth), and those Regulations as amended from time to time; and
- any other legislation that we notify to you as included in this definition.

“Credit Provider” means the person specified as the "Credit Provider" in the Facility Agreement.

“Daily Balance” means the Balance of an Account at 3.00pm on a day.

"Default" means an Event of Default or a Potential Event of Default.

"Direct Debit" means a payment made directly from an account in accordance with a Direct Debit Request Form.

"Direct Debit Request Form" means each direct payment request form the Borrower signs in relation to payments to be made under this Funding Facility in substantially the form of Schedule 2 of the Facility Agreement (unless otherwise agreed in writing by Credit Provider).

"Disclosure Date" means the disclosure date specified in the Facility Agreement.

"Drawdown Instruction" means a written request by the Borrower in accordance with clause 4 of these Terms and Conditions that an Advance be made under this Funding Facility;

"Event of Default" means any event specified in Clause 13.2.

"Facility Agreement" means the document titled "Facility Agreement" which details some of the terms and conditions on which the Borrower offers to the Credit Provider to enter into this Funding Facility.

"Final Drawdown Date" means the date 18 months after the Disclosure Date or such later date as we may agree under Clause 4.5.

"Funding Facility" means the contract the Borrower makes with us when we accept the Borrower's offer to borrow under the Facility Agreement. The Funding Facility comprises these Terms and Conditions and the Facility Agreement.

"Government Transaction Charges" means government charges and duties on receipts or withdrawals in respect of an Account or the Funding Facility whether or not the Borrower is primarily liable to pay those charges or duties, including (without limitation) debits tax.

"Insolvency Event" means, in relation to the Borrower, something that reasonably indicates that there is a significant risk that the Borrower can not, or will become unable to, pay its debts as they fall due. This includes each of the following:

- (a) the Borrower is liquidated or dissolved, or a step is taken to liquidate or dissolve the Borrower;
- (b) a liquidator or a provisional liquidator of the Borrower is appointed, or steps have been taken to appoint a liquidator including, but not limited to:
 - (i) an order or an application being made for its liquidation; or
 - (ii) an effective resolution being passed or meeting summoned or convened to consider a resolution for its liquidation;
- (c) the Borrower gives or attempts to give a creditor a preference or advantage over any other creditor;
- (d) a floating charge over any of the Borrower's assets or undertakings become fixed;
- (e) a security over any of the Borrower's assets or undertakings becomes enforceable or is enforced;
- (f) the Borrower enters or proposes to enter into any form of composition or arrangement with any of the Borrower's creditors;
- (g) the Borrower becomes subject to a deed of company arrangement;
- (h) execution or distress is levied against any of the Borrower's income or assets;
- (i) a notice is given to the Borrower that it is about to be struck off as a defunct or deregistered entity;
- (j) the Borrower is unable to pay its debts when due within the meaning of any law applicable to the Lender;

- (k) the Borrower takes a step to gain protection from any creditors, or are granted protection from any creditors, under any legislation, or a trustee or administrator is appointed to or in respect of the Borrower;
- (l) the Borrower becomes an insolvent under administration as defined in an applicable law;
- (m) an administrator or 'controller' (as defined in the Corporations Act 2001 (Cth)) is appointed, or any steps have been taken to appoint an administrator or 'controller', with respect to the Borrower or in relation to any of the Borrower's income, rights or assets;
- (n) it stops or suspends payment to all or a class of creditors generally; or
- (o) an analogous or equivalent event to any listed above occurs in any jurisdiction.

"Interest Only Period" means, in respect of an Advance, the term that Payments will be in the nature of interest only.

"Law" means common law, principles of equity and any enactment, proclamation, by-law or regulation passed by any government body or authority and includes any amendments, consolidations or replacements of them and all orders, ordinances, regulations, rules and by-laws made under them.

"Legislation" means the legislation governing the establishment and administration of strata title in the Borrower's State or Territory and is taken to include any regulations or subordinate legislation made under that legislation.

"Manager" means the person (if any) appointed by the Borrower to manage certain of its affairs under the Legislation.

"Market Disruption Event" occurs if the Borrower receives notification from the Credit Provider that, as a result of circumstances affecting financial markets, credit markets, the Credit Provider's source of funding or the economy, and whether or not those circumstances and their effect on the Credit Provider's cost of funds subsist on the date of this Funding Facility:

- (a) the cost to it of funding any Advance exceeds the Variable Rate; or
- (b) the Credit Provider is unable to fund or continue funding an Advance.

"Maximum Interest Only Period" means 2 year/s, unless we agree otherwise in writing.

"Maximum Term" means 15 year/s, unless we agree otherwise in writing.

"Minimum Term" means 1 year/s, unless we agree otherwise in writing.

"Normal Working Day" means a day on which banks and financial institutions are generally open for business in Sydney and the capital city in the Borrower's State or Territory.

"Payment" means each payment amount relating to an Advance, as determined in accordance with the method for calculating payments in the Facility Agreement.

"Payment Date" means a date on which a Payment is due to be made, as specified in the Facility Agreement.

"Potential Event of Default" means any thing which would become an Event of Default on the giving of notice (whether or not notice is actually given), the expiry of time, the satisfaction or non-satisfaction of any condition, or any combination of the above, provided that the Potential Event of Default is at the relevant time both objectively likely to occur and if it occurred would present a risk that is material to the Credit Provider in accordance with clause 13.2.

“Preferred Settlement Date” means a day or days each month specified by the Credit Provider as a preferred date for making Advances. Advances requested by the Borrower to be made on other days attract a fee.

“Property” means the property specified in the Facility Agreement.

“Purpose” means the purpose as described in Clause 2.1 of the Facility Agreement.

“Settlement Date” means a date when an Advance is made by us and is debited to an Account.

“Strata Reference Rate” means the strata reference rate referred to in the Facility Agreement. The Strata Reference Rate is an indicator lending rate determined by the Credit Provider. It may vary daily based on market and economic conditions.

“Terms and Conditions” means these terms and conditions, which detail some of the terms and conditions on which we offer to enter into this Funding Facility with the Borrower.

“Variable Premium” means, in respect of the amount and term of an Advance, the premium for that amount and term set out in Schedule 1, as amended by us from time to time. The Variable Premium applicable to an Advance will not change once that Advance has been made.

“Variable Rate” means the variable rate specified in the Facility Agreement.

“we” means the entity specified as the Credit Provider in the Facility Agreement and “us” and “our” and similar parts of speech have corresponding meanings.

“you” means the entity specified as the Borrower in the Facility Agreement and “your” and “you’re” and similar parts of speech have corresponding meanings.

1.2 General interpretation

In this Funding Facility:

- (a) the singular includes the plural and vice versa;
- (b) references to a document or agreement include all variations, novations or replacements;
- (c) references to any person include the person and any successors in title, assigns, transferees or executors of the person;
- (d) a reference to a person includes a natural person and a corporation;
- (e) a reference to the Credit Provider, “we”, “us”, “our” and other similar parts of speech with corresponding meanings includes any agents, managers, servicers or other persons we appoint from time to time in accordance with clause 17.1 to perform functions in respect of this Funding Facility;
- (f) where any word or expression has a special meaning, any other part of speech or other grammatical form of that word or expression has a corresponding meaning; and
- (g) headings are for convenience only and do not affect interpretation.

1.3 Capacity of the Credit Provider

In our absolute discretion, we may enter into this Funding Facility in our own right, in our capacity as the trustee of any trust, or both.

1.4 Limitation on trustee's liability

- (a) A liability arising under or in connection with this Funding Facility or any other document or agreement referred to in this Funding Facility (each such document a "**Relevant Document**") can be enforced against us only to the extent to which it can be satisfied out of property of the Trust out of which we are actually indemnified for the liability. This limitation of our liability applies despite any other provision of this Funding Facility (except clause 1.4(c) or any Relevant Document and extends to all our liabilities and obligations in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to any Relevant Document.
- (b) No person, including any party to this Funding Facility, may sue us in our personal capacity or seek the appointment of a liquidator, administrator, controller, receiver or similar person to us as Trustee or prove in any liquidation, administration or arrangement of or affecting us as Trustee.
- (c) The provisions of this clause 1.4 do not apply to any of our obligations or liability to the extent that it is not satisfied because under the trust deed or by operation of law there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence or breach of duty.
- (d) We are not obliged to enter into any commitment or obligation in addition to our obligations under any Relevant Document unless our liability is limited in a manner satisfactory to us in our absolute discretion.
- (e) All of the terms, clauses and conditions of this Funding Facility and each Relevant Document are subject to this clause 1.4.

1.5 Limit on our liability to the Borrower

- (a) We are not liable to the Borrower for any loss or damage concerning a transaction under this Funding Facility, unless caused by our fraud, willful default or gross negligence, or that of our officers, employees or agents. This is subject to clause 17.4.
- (b) We may act according to a request, direction or information that the Borrower gives or that we reasonably believe the Borrower gives. We are not liable for any loss or damage if we do this.
- (c) If we enter into this agreement as trustee of a trust, your rights against us and our liabilities under this Funding Facility are limited to the assets of the Trust.

1.6 Terms defined in legislation

Unless the context otherwise requires, words defined in the Legislation and/or the Credit Legislation have the same meaning when used in this Funding Facility.

1.7 Timing

Where the day on or by which any thing is to be done is not a Normal Working Day, that thing must be done on or by the next Normal Working Day.

1.8 Capacity of Borrower

By signing this Funding Facility, Direct Debit Request Form and / or Drawdown Instruction, the signatory of the Borrower holds themselves out to have full and proper authority to legally bind the Borrower on the terms set out in the relevant document.

2 Conditions to be satisfied before the Facility is made available

2.1 General conditions

We are not obliged to make any Advance under this Funding Facility unless we are satisfied that all of the following conditions have been met:

- (a) we have accepted the Borrower's offer to enter into this Funding Facility;
- (b) the Borrower has provided evidence satisfactory to the Credit Provider that its members:
 - (i) held a general meeting during which all documents comprising this Funding Facility, including the [Information Memorandum], were tabled and discussed by the members; and
 - (ii) passed a resolution in the appropriate form, and involving the approval of the requisite number of its members to make it binding, approving the following:
 - (A) the Amount of Credit to be provided by the Credit Provider;
 - (B) the Purpose;
 - (C) the raising of levies on an annual basis to meet any and all Payments as they become due and payable;
- (c) the Borrower demonstrates that the Property is insured, as required by the Legislation, by providing a certificate of currency to the Credit Provider;
- (d) the Borrower has supplied us with the Direct Debit Request Form as required by clause 10 of these Terms and Conditions;
- (e) the Borrower has delivered those of the documents set out in clause 4 of the Facility Agreement that have been requested by the Credit Provider;
- (f) the Borrower has delivered a duly authorised Drawdown Instruction in the prescribed form with all the documents that may be required by us from time to time to process the Drawdown Instruction; and
- (g) nothing has occurred to the Borrower or the Property since the Borrower applied for the Funding Facility which has or may have led or could lead to a material adverse change in the Borrower's financial position, the condition of the Property or the nature and scope of any works that would be required to be undertaken on the Property to rectify issues with it, and which is material to our decision as to whether to provide or continue to provide the Funding Facility.

2.2 When we may refuse to lend

We may refuse to make an Advance under this Funding Facility if, at any time:

- (a) there occurs any event or circumstance which in our reasonable opinion may detrimentally alter the Borrower's financial position or which may reduce the value of the Property, in either case to such a material extent that (acting reasonably) we would have rejected the application for lending if that default had occurred before our lending decision or which may materially impact completion of the Project;
- (b) we become aware of any non-disclosure of information by the Borrower or on its behalf or any circumstance which in our reasonable opinion is relevant to our approval of this Funding Facility and is of such materiality as to reasonably affect our lending decision;
- (c) we become aware that any statement or information provided by the Borrower is false, incomplete or cannot prudently be relied upon and is of such materiality as to reasonably affect our lending decision;
- (d) we (acting reasonably in respect of our legitimate interests as a lender) are not satisfied with any documents, materials or information provided to us in respect of the Borrower either at the time of making our decision or subsequent to that decision;
- (e) there is a disruption in credit markets that means we are unable to obtain funds under reasonably suitable terms and conditions;
- (f) the amount requested, in addition to the principal component of all the Borrower's Accounts under this Funding Facility, would exceed the Amount of Credit;

- (g) the Drawdown Instruction does not meet the requirements of this Funding Facility;
- (h) the Final Drawdown Date has passed and has not been extended by us;
- (i) a Market Disruption Event occurs;
- (j) a Default is subsisting; or
- (k) costs to complete the Purpose exceed the unused portion of the Amount of Credit, for so long as the associated cost overrun or cost to complete is not remedied to the Credit Provider's satisfaction.

2.3 Consequences of refusing to lend

If we refuse to lend, and that refusal is in accordance with our rights under this Facility Agreement, we will not be liable to the Borrower for any loss, damages or costs which it may incur or suffer as a result.

2.4 Increases in Credit Fees and Charges

If any of the fees or charges set out in the Facility Agreement which are government fees or government charges increase before a Settlement Date, then we need not lend until the Borrower agrees to change this Funding Facility to provide for it to pay the increased fees or charges.

3 Provisions applying to the Funding Facility

3.1 Opening an Account

The Borrower authorises us to open an Account in relation to each Advance to record transactions under this Funding Facility and to debit to those Accounts:

- (a) each amount we lend under the relevant Advance on the day we lend that amount; and
- (b) any other amount the Borrower must pay in respect of the Advance on the day it is due for payment.

3.2 Amount of Credit

The Amount of Credit may be increased from time to time by agreement between the Borrower and the Credit Provider provided such increase has been approved by a general meeting of the Borrower.

3.3 What the Borrower can borrow the Amount of Credit for

The Borrower may only use the Amount of Credit for the Purpose and not for any other purpose.

3.4 How the Borrower borrows under this Funding Facility

- (a) The Borrower borrows under this Funding Facility by submitting a Drawdown Instruction in accordance with clause 4 of these Terms and Conditions.
- (b) The proceeds of each Advance will be paid to the Owners Corporation bank account as specified in each Drawdown Instruction, for application and payment to the parties identified in the Drawdown Instruction and no other person.

3.5 Borrower's undertakings in relation to this Funding Facility

The Borrower undertakes to:

- (a) on an annual basis, raise levies to meet all Payments as they become due and payable in the following period; and
- (b) diligently pursue any outstanding levies including taking all action available to the Borrower to recover the outstanding levies in full.

4 Drawdown

4.1 Availability

An Advance may be made under this Funding Facility on any Normal Working Day during the Availability Period if:

- (a) the Credit Provider has received, not later than 5.00pm on the fifth Normal Working Day before the requested date of the Advance (or such later time as the Credit Provider may agree) a duly completed Drawdown Instruction; and
- (b) the Borrower has complied with all its obligations under the Funding Facility and no Default has occurred that has not been remedied or waived by the Credit Provider in writing.

4.2 Requirements of Drawdown Instructions

A Drawdown Instruction must:

- (a) be in the form annexed to the Facility Agreement as Schedule 3 or such other form as prescribed by the Credit Provider from time to time;
- (b) be signed by the authorised representatives of the Borrower as provided in Schedule 1 of this document;
- (c) specify:
 - (i) the requested date of the Advance;
 - (ii) the requested amount of the Advance;
 - (iii) the requested term of the Advance;
 - (iv) if an Interest Only Period is made available by us, the requested term of that Interest Only Period;
 - (v) that the Advance is within the permitted purpose of the Funding Facility as specified in clause 2 of the Facility Agreement;
 - (vi) that the Advance is duly authorised by the Borrower; and
 - (vii) such other details as are from time to time reasonably requested by the Credit Provider; and
- (d) be accompanied by:
 - (i) a copy of each tax invoice that has been paid or will be paid or partly-paid by the Advance ; and
 - (ii) such other documents as are from time to time reasonably requested by the Credit Provider.

4.3 Limitation of Drawdown Instructions

The Borrower will not make a Drawdown Instruction and the Credit Provider will not make an Advance if:

- (a) the amount of the requested Advance would, when added to the aggregate principal component of the Borrower's Accounts, exceed the Amount of Credit;
- (b) the Borrower has failed to raise levies or the Borrower has insufficient funds to make the Payments that will become due and payable under this document;
- (c) the requested date of the Advance is later than the Final Drawdown Date (as may be extended by the Credit Provider on request of the Borrower under clause 4.5);
- (d) the requested term of the Advance is greater than the Maximum Term;
- (e) the requested Interest Only Period (if made available by us) of the Advance is greater than half of the term of the Advance;
- (f) the Drawdown Instruction does not otherwise comply with this Funding Facility; or
- (g) a Default is subsisting.

4.4 Drawdown Instructions Irrevocable

A Drawdown Instruction that complies with clauses 4.1, 4.2 and 4.3 will be irrevocable after it is received by the Credit Provider.

4.5 Extension of Availability Period

- (a) The Borrower may request an extension of the Availability Period by notice given to the Credit Provider.
- (b) The Borrower must provide such information and documents as may reasonably be requested by the Credit Provider to enable it to assess any request for an extension of the Availability Period.
- (c) The Credit Provider may approve or refuse an application to extend the Availability Period at its discretion.
- (d) If a request to extend the Availability Period is approved, the Borrower must pay the fee for extending the Availability Period as specified in the Facility Agreement.

5 Annual Percentage Rate

The method for determining the Annual Percentage Rate in relation to each Account is specified in the Facility Agreement.

6 Calculation of Interest

6.1 Daily percentage rates

The method for determining the daily percentage rate in relation to each Account is specified in the Facility Agreement.

6.2 Calculation of interest charges

Subject to clauses 7.3 and 7.4, we calculate interest charges on a daily basis in the manner specified in the Facility Agreement.

6.3 Interest on judgments

If we have obtained a judgment for any amount the Borrower has not paid under this Funding Facility, interest charges will continue to be calculated on the amount of the judgment on a daily basis by applying the applicable Default Rate to the amount of the judgment until the Borrower pays it.

6.4 Credit balance

If on any day the Daily Balance of an Account is a credit balance, we will calculate interest charges payable by the Borrower on the basis that the Account has a zero Balance on that day. No interest will be payable by us to the Borrower in any circumstances.

7 Interest Charges

7.1 When we will debit interest charges

Interest charges will be debited to each Account in accordance with the Facility Agreement.

7.2 Other times we may debit interest charges

Interest charges may also be debited to an Account at the following times:

- (a) immediately before we credit to an Account a payment that equals or exceeds the Balance at that time;
- (b) on the day the last Payment for an Account is due; and/or
- (c) if the Balance has become due under clause 13 of these Terms and Conditions, once each month on a day we choose.

7.3 Effect of debiting of interest charges

Any interest charges debited to an Account become part of the Balance on which interest charges are calculated for that Account.

7.4 Calculation of interest charges to be debited

For each debit of interest charges, the amount debited will be the interest charges calculated in accordance with clause 7.2 for the period starting on the day interest charges were last debited and ending on the day before interest charges are to be debited (including each of those days).

8 Fees and Charges

8.1 Fees and charges the Borrower must pay

The fees and charges that the Borrower must pay under this Funding Facility are the Credit Fees and Charges and Government Transaction Charges set out in the Facility Agreement.

8.2 Debiting of fees and charges

The Borrower authorises us to charge the Credit Fees and Charges and the Government Transaction Charges that it must pay under this Funding Facility and to debit them to its Account/s.

8.3 Payment of fees and charges

When any Credit Fee or Charge is due, we may at our discretion invoice the Borrower or debit the Borrower's bank account or draw on the Facility for the amount of the fee or charge. Any delay by us in charging the fee or charge does not absolve the Borrower of the requirement to pay the fee or charge. The Borrower grants to us an irrevocable power of attorney to complete and execute such Drawdown Instructions and associated documents and authorises us do all things that may be required to effect a debit on the Borrower's bank account or a drawing under the Facility so that the Credit Fee or Charge is paid when due.

8.4 When the Borrower must pay fees and charges

The Borrower must pay the Credit Fees and Charges in accordance with the Facility Agreement. The Credit Fees and Charges must be paid to us, or as we may direct in writing.

8.5 Government Transaction Charges

When Government Transaction Charges are debited to an Account they become payable by the Borrower as part of the Balance of that Account.

8.6 Non-acceptance of offer or termination of Funding Facility

We may retain or require payment of any Credit Fees and Charges paid by the Borrower or incurred by us if the Borrower does not accept the Facility Agreement or this Funding Facility is terminated for any reason other than us exercising a discretion to terminate the Facility Agreement without cause in circumstances where there is no Market Disruption Event.

8.7 Approval fee

The Credit Fees and Charges set out in the Facility Agreement may include an approval fee.

8.8 Establishment fee

The Credit Fees and Charges set out in the Facility Agreement may include an establishment fee.

8.9 Arrears fee

Any arrears fee payable by the Borrower, as specified in Clause 1.6.1 of the Facility Agreement, will be in addition to any interest which may accrue at the Default Rate.

8.10 Valuation

The Borrower acknowledges and agrees that if an Event of Default occurs or if at any time in the reasonable assessment of the Credit Provider the Amount of Credit divided by the aggregate market value of the lots that comprise the strata scheme exceeds 15%, the Credit Provider may obtain a valuation of the Property at the cost of the Borrower who is required to pay the valuation fee in accordance with clause 1.6.1 of the Facility Agreement.

8.11 Enforcement expenses

The Borrower must pay all our reasonable costs and expenses in relation to the enforcement, attempted enforcement or protection of any of our rights, including if we subsequently waive those rights.

9 Statement of Account

9.1 What we can debit to an Account

We can debit to an Account any amount we lend to the Borrower and anything payable under this Funding Facility.

9.2 Effect of debiting of amounts

Any amount debited to an Account becomes part of the Balance on which we calculate interest charges.

9.3 When we will give statements of account

We will provide the Borrower with statements of account every 3 months or such other period as we agree.

10 Payments

10.1 Amount the Borrower owes us

The Borrower owes us and must pay the Balance and any other amount payable by it under this Funding Facility in accordance with this Funding Facility.

10.2 Payments

The Borrower must pay us the Payments set out in the Facility Agreement at the times specified in the Facility Agreement. However, in respect of a particular Account, it is not required to pay more than the Balance of that Account at any time.

10.3 Final Payment of an Account

On the day the last Payment is due for an Account, the Borrower must pay the Balance of that Account and all other amounts it owes in respect of that Account.

10.4 How the Borrower must make payments

Payments are to be made:

- (a) by Direct Debit from an Australian dollar denominated account at an Australian bank or financial institution designated by the Borrower (unless we agree in writing to some other method of payment);
- (b) in Australian dollars, and
- (c) to us or as we direct.

10.5 Direct Debit service agreement

10.5.1 The Borrower's Direct Debit obligations

The Borrower must:

- (a) ensure that the financial institution specified in the Direct Debit Request Form accepts and acts upon Direct Debits for the account specified in that form (direct debiting through BECS may not be available on all accounts);
- (b) ensure that the account details specified in the Direct Debit Request Form are correct (for example, by comparison to a recent statement from the Borrower's financial institution);
- (c) ensure there are sufficient clear funds available in the relevant account to meet each authorised Direct Debit on its due date;
- (d) advise us if the account specified in the Direct Debit Request Form is transferred or closed or the details change;
- (e) provide Direct Debit instructions for a new account if the account specified in the Direct Debit Request Form is closed or transferred; and
- (f) ensure that the Direct Debit Request Form is signed by the required signatories to the account specified.

If the Borrower is uncertain about anything, it should check with its financial institution before signing the Direct Debit Request Form.

10.5.2 The terms of the Borrower's Direct Debit arrangements

The Borrower agrees that we may debit from the account specified in the Direct Debit Request Form:

- (a) each Payment on the relevant Payment Date;
- (b) any amounts payable under this Funding Facility when they are due; and
- (c) such other amounts at such other times as authorised by the Borrower from time to time.

10.5.3 Variation or cancellation of Direct Debit arrangements

- (a) If the Borrower wishes to alter all or any part of the Direct Debit arrangements (for example, if the Borrower wishes to defer a payment or changes its bankers), it must give us at least 14 days' prior notice in writing. The Borrower must also ensure that suitable alternative Direct Debit arrangements are put in place in order for it to comply with its payment obligations under this Funding Facility.
- (b) If we wish to alter all or any part of the Direct Debit arrangements, we must give the Borrower at least 14 days' prior notice in writing.

10.5.4 Stopping Direct Debits

If the Borrower wishes to stop any Direct Debit or cancel a Direct Debit Request Form, it must give us or its financial institution at least 14 days' prior notice in writing.

10.5.5 Disputed Direct Debits

We have a customer claims process in place in case of disputed Direct Debits. The Borrower should contact the Credit Provider in the first instance if it has a complaint regarding the amount or timing of any Direct Debits under the Direct Debit Request Form. The contact details for the Credit Provider are set out in the Facility Agreement. Claims may also be directed to the Borrower's financial institution.

10.5.6 Debit days not Normal Working Days

If a Direct Debit is to be made from the account specified in the Direct Debit Request Form on a day that is not a Normal Working Day, that Direct Debit may be made on the next Normal Working Day. If the Borrower is uncertain about when a Direct Debit will be processed, it should check with its financial institution.

10.5.7 Dishonour by the Borrower's financial institution

If a Direct Debit we attempt is dishonoured, the Account will be adjusted and the Borrower must pay us any applicable Credit Fees and Charges.

10.5.8 Indemnity

Subject to clause 10.5.9, you indemnify us against all losses, costs, damages and liabilities that we suffer as a result of you breaching the Direct Debit provisions of this agreement or you providing us with an invalid or non-binding Direct Debit Request Form including, without limitation, legal costs and expenses on a full indemnity basis. This indemnity is a continuing obligation, separate and independent from your other obligations and survives termination of this agreement. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by this agreement. You must pay us any sum due under this clause fully without deduction or set-off (and irrespective of any counterclaim) whatsoever.

10.5.9 Exclusion from Indemnity

The indemnity you give under clause 10.5.8 does not extend to:

- (a) loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that we suffer or incur to the extent that it is caused by any mistake, fraud, negligence or wilful misconduct by us, our employees, or our agents; or
- (b) any loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that are not suffered or incurred reasonably by us, our employees or our agents.

10.5.10 Confidentiality

We will keep details of the account specified in any Direct Debit Request Form confidential except where:

- (a) required for the purposes of conducting Direct Debits with the Borrower's nominated financial institution (for example, we may need to provide this information to a sponsor in connection with a claim made on it relating to an alleged incorrect or wrongful debit);
- (b) we receive the Borrower's permission to release those details; or
- (c) we are required to disclose such details by Law.

10.6 When the Borrower gets credit

We do not treat a payment as made until we credit it to an Account.

10.7 How we apply payments

We can apply any payment or other credit to any amount the Borrower owes under this Funding Facility in any order we determine.

10.8 Effect of numerous Accounts or other credit contracts

If the Borrower has numerous Accounts or more than one credit contract with us and it makes a payment without telling us in writing how the payment is to be applied, we can apply it to any one or more of the Accounts and/or credit contracts in any way we determine.

10.9 No set-off or counterclaim

All payments made by the Borrower under this Funding Facility must, to the extent permitted by Law, be free of any set-off or counterclaim.

11 Waiving our Rights

We can waive any of our rights under this Funding Facility.

12 Early Payment

You may make an early payment if:

- (a) The amount of any individual early payment is greater than \$25,000.00, or
- (b) The amount is equal to the whole of the Balance of an Account.

If you repay the whole of the Balance of an Account, you must also pay interest charges calculated to (but excluding) and debited on the date of Payment plus any applicable Credit Fees and Charges, including the early payment fee provided for in the Facility Agreement.

Payments of any other amounts will, in our absolute discretion, either be retained but not credited to the Account until it becomes payable under this Funding Facility or refunded. We will inform you promptly after becoming aware that a Payment has been made early.

13 Default

13.1 Default Rate may apply

A Default Rate of interest may be charged under this Funding Facility when payments are in default. The Default Rate will be imposed only in respect of the amount of the payment in default and while the default continues.

13.2 When the Borrower will be in default

The Borrower will be in default under this Funding Facility if:

- (a) it does not pay any amount payable under this Funding Facility by its due date for payment and does not remedy the default within 7 days of the due date or such longer period agreed by us;
- (b) the Borrower terminates or varies, or steps are taken to terminate or vary, the strata scheme including, without limitation, a meeting being called by the members of the Borrower for that purpose, resolutions being passed to effect such variation or termination, or an application being made for the relevant court order;
- (c) it fails to provide information reasonably required by us for the purposes of the Funding Facility and does not remedy the default within 7 days of the due date or such longer period agreed by us;
- (d) the members of the Borrower pass a resolution which reduces the amount of levy payments previously approved to meet the financial obligations of the Borrower under this Funding Facility without our prior written consent;
- (e) it breaches any other material provision of this Funding Facility;
- (f) it uses the proceeds of an Advance under the Funding Facility for anything other than the Purpose;
- (g) the assets of the Borrower or the Property are dealt with, without our consent, in breach of this Funding Facility;
- (h) it is in default under any other credit contract it has entered into with us;
- (i) it ceases to comply with the requirements of any Law or any requirement of a statutory authority or any requirements on the Borrower, including in relation to insurance of the Property;
- (j) a material number of lot owners, being no less than 25% of the total number of lot owners, are more than 30 days in arrears in paying their levies as they become due and payable and this is not remedied within 60 days;
- (k) any event or series of events results in the property of Borrower's strata scheme not being habitable or which is otherwise likely, in the reasonable opinion of the Credit Provider, to affect the lot owners' ability or willingness to pay levies already approved;

- (l) we believe on reasonable grounds that we were induced by fraud by the Borrower or by a person for whom the Borrower is responsible to enter this Funding Facility or the Borrower gives us information or makes a representation or warranty to us which is materially incorrect or misleading (including by omission);
- (m) a security interest it has given is enforced;
- (n) a judgment for an amount owing by it is obtained from a Court and not satisfied within fourteen days;
- (o) an Insolvency Event occurs;
- (p) enforcement proceedings are taken against the Borrower or its assets, by another creditor for an amount in excess of \$5,000.00 times the number of lots in the Property and the proceedings are not stayed or dismissed within 14 days of the proceedings commencing;
- (q) a cost overrun occurs, or the cost to complete exceeds, and continues to exceed, the unused portion of the Amount of Credit t, for so long as that Cost Overrun or Cost to Complete is not remedied to the credit provider's satisfaction;
- (r) there is a delay in works greater than 30 days, whether caused by contractors, extraneous circumstances or due to request by the Borrower; or
- (s) all or any part of the Property is compulsorily acquired by or by order of any government or governmental, semi-governmental or judicial entity or authority or under any Law;

provided however, than an event under this clause 13.2 that does not relate to the failure by the Borrower to pay money to us is not taken to be default unless it presents a risk which is material to us, which will only be the case if the event by its nature is material, or we reasonably consider the event has had, or is likely to have, a material impact on:

- (i) the Borrower's ability to meet its financial obligations to us (or our ability to assess this); or
- (ii) our legal or reputational risk.

13.3 Effect of default

If the Borrower is in default under clause 13.2, and either:

(A) If the default can be remedied:

- (i) The Credit Provider has given the Borrower a written notice stating what the default is and requesting the Borrower remedy the default; and
- (ii) The Borrower has not remedied the default within 30 days (or such longer period required by Law or allowed in the notice) of receipt of the notice, or if it has been remedied in that period but a further default of the same kind has occurred in that period and is continuing at the end of that period; or

(B) If in the reasonable opinion of the Credit Provider, the default cannot be remedied and the Credit Provider has given the Borrower a notice stating what the default is, then we may do any or all of the following:

- (a) make the Balance of all the Borrower's Accounts and any other amount payable by the Borrower under this Funding Facility immediately due and payable;
- (b) cancel any obligation we have to provide any further Advances under this Funding Facility; and
- (c) exercise any and all of our rights under this Funding Facility.

13.4 When Balance is due

We do not need to give the Borrower notice that the Balance of any Account or any other amount payable by it under this Funding Facility is immediately due and payable.

13.5 Enforcement expenses

Enforcement expenses may become payable under this Funding Facility in the event of a breach. To the extent permitted by Law, enforcement expenses include, but are not limited to, those reasonably incurred in using our staff and facilities or engaging external service providers.

13.6 When the Borrower must pay enforcement expenses

The Borrower must pay us all reasonable enforcement expenses we incur or expend in exercising our rights under this Funding Facility resulting from any default of the Borrower unless caused by our fraud, willful default or gross negligence or that of our officers, employees or agents. We may debit these amounts to any of the Borrower's Accounts and they are payable when they are debited.

13.7 Indemnities

The Borrower shall indemnify us against any cost, expense, loss or liability (including legal fees) reasonably incurred by us as a result of or in connection with:

- (a) the Borrower being in default; or
- (b) investigations we carry out because we reasonably believe the Borrower is in default; or
- (c) any enquiry, investigations, claims, subpoena (or similar order) or litigation with respect to the Borrower or with respect to the transactions contemplated or financed under this Funding Facility; or
- (d) any action which we may need to take (acting reasonably) to exercise or preserve any of our rights, powers or remedies under this Funding Facility.

13.8 Exclusion from Indemnity

The indemnity you give under clause 13.7 does not extend to:

- (a) loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that we suffer or incur to the extent that it is caused by any mistake, fraud, negligence or wilful misconduct by us, our employees, or our agents; or
- (b) any loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that are not suffered or incurred reasonably by us, our employees or our agents.

14 Certificates about this Funding Facility

14.1 Certificates issued on the Borrower's behalf

We may rely on any statement made or instruction given by a member of the Borrower's Committee or the Manager.

15 Changes and Notices

15.1 Changes to interest rates

(a) We may change the Strata Reference Rate and/or the Variable Premium at any time without the Borrower's consent. In doing so we must act reasonably and in accordance with our legitimate business interests. Changes to the Strata Reference Rate will be made in response to changes in our costs of operating our business, including wholesale funding costs, and will apply equally to all loans affected by our Strata Reference Rate. Changes to the Variable Premium may be specific to the Borrower's circumstances but will be based on objective matters concerning our risk in lending to the Borrower. Any change to the Strata Reference Rate will affect the Variable Rate that applies in respect of all Advances including existing Advances. Any change to the Variable Premium will affect the Variable Rate in respect of all Advances made after the change has taken effect.

To the extent any change referred to in clause 15.1(a) affects an obligation of the Borrower at the time we make the change, we will notify the Borrower:

- (i) if we increase the Strata Reference Rate, in writing or in any other way the Law allows no later than the day on which the change takes effect; and
- (ii) if we reduce the Strata Reference Rate, before or when we send the Borrower the next statement of account after the change takes effect.

15.2 Changes to Payments

We may change the amount of the Payments without the Borrower's consent. If a change increases the amount of the Payments, we must notify the Borrower not later than 20 days before that change takes effect. If a change reduces the amount of the Payments, we will notify the Borrower before or when we send the Borrower the next statement of account after the change takes effect. Usually, we would do so in response to a change to interest rates, a change to our internal systems, or to ensure that each Advance and associated interest, fees and charges will be repaid by the relevant Payment Date.

15.3 Notices

We can give any notice or other document to the Borrower at the address it nominates to us or in any other way the Law allows. We may assume that the address of the Property is the Borrower's address for notices.

16 Governing Law

16.1 Choice of Law

This Funding Facility is subject to the Laws of the Australian State or Territory in which the Property is situated.

16.2 Submission to jurisdiction

The Borrower submits to the jurisdiction of the courts of the Australian State or Territory whose Laws apply to this Funding Facility and the proper jurisdiction of any other court.

17 General

17.1 Appointment of agents and others

- (a) We may at any time appoint persons to act as our agent, manager, servicer, custodian or in other any other capacity to perform similar or identical functions.
- (b) All exemptions or limits on liability and all indemnities under this Funding Facility that apply to us also apply to protect any agent, manager, servicer, custodian or other person appointed under clause 17.1(a) and their employees.

17.2 Assignment

- (a) We may assign our rights under this Funding Facility at any time without obtaining the Borrower's consent or notifying the Borrower.
- (b) The Borrower must not transfer or assign any of its rights and obligations under this Funding Facility without the prior written consent of the Credit Provider.

17.3 Consistency with Laws

This Funding Facility is to be read and interpreted as consistent with all Laws and if any provision of this Funding Facility is invalid or unenforceable in whole or in part, the rest of this Funding Facility will remain valid and enforceable.

17.4 Credit Legislation

- (a) This clause 17.4 applies only to the extent this agreement is regulated by the Credit Legislation.
- (b) This Funding Facility does not:
 - (i) exclude, modify or restrict any rights or duty given to, or imposed on, us or the Borrower under the Credit Legislation;
 - (ii) require the Borrower to perform an obligation that is prohibited by the Credit Legislation; or
 - (iii) give us any right which is prohibited by the Credit Legislation,

but if a term has this effect, then the term is limited or severed or both to the extent it has that effect.

17.5 Variations

- (a) Except as provided for in Clause 15 of these Terms and Conditions and Clause 1.1 of the Facility Agreement (Amount of Credit), a variation of any term of this Funding Facility must be in writing and signed by the parties; and
- (b) Our powers are cumulative and do not exclude any other right, power, authority, discretion or remedy of the Credit Provider.

17.6 Waivers

No failure to exercise and no delay in exercising any of our powers operates as a waiver. No waiver of a power is effective unless made in writing.

Schedule 1 – Variable Premium as at the Disclosure Date

Term of Advance (years)	1	2	3	4	5 or more
Variable Premium	-3.60%	-3.60%	-3.60%	-3.60%	-3.60%



Lannock
STRATA FINANCE

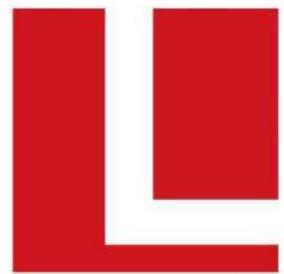
Suite 18.01, Level 18
227 Elizabeth Street
Sydney NSW 2000

Lannock Capital 2 Pty Ltd
ABN 44 153 391 283
Australian Credit Licence Number: 412905

Attachment B

Information Statement

Prescribed Notice



Information Statement

THINGS YOU SHOULD KNOW ABOUT THE PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of The Owners - SP-83633 (the "Borrower") and its Credit Provider. It does not state the terms and conditions of the contract.

If you have any concerns about the contract, contact the Credit Provider and, if you still have concerns, the Financial Ombudsman Service, or get legal advice.

The Contract

1 How can the Borrower get details of the proposed credit contract?

The Credit Provider must give the Borrower a precontractual statement containing certain information about the contract. The precontractual statement, and this document, must be given to the Borrower before:

- the contract is entered into; or
- the Borrower makes an offer to enter into the contract;

whichever happens first. The precontractual statement is contained in the Facility Agreement.

2 How can the Borrower get a copy of the final contract?

If the contract document is to be signed by the Borrower and returned to the Credit Provider, the Borrower must be given a copy to keep.

Also, the Credit Provider must give the Borrower a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the Credit Provider has previously given the Borrower a copy of the contract document to keep.

If you want another copy of the contract, write to the Credit Provider and ask for one. The Credit Provider may charge you a fee. The Credit Provider has to give the Borrower a copy:

- within 14 days of a written request if the original contract came into existence 1 year or less before the request; or
- otherwise within 30 days of a written request.

3 Can the Borrower terminate the contract?

Yes. The Borrower can terminate the contract by writing to the Credit Provider so long as it has not obtained any credit under the contract. However, the Borrower will still have to pay any fees or charges incurred before it terminates the contract.

4 Can the Borrower pay the credit contract out early?

Yes. The Borrower can pay the Credit Provider the amount required to pay out the credit contract on the day it wishes to end the contract.

5 How can the Borrower find out the pay out figure?

The Borrower can write to the Credit Provider at any time and ask for a statement of the pay out figure as at any date it specifies. It can also ask for details of how the amount is made up.

The Credit Provider must give the Borrower a statement within 7 days after it gives a request to the Credit Provider. The Borrower may be charged a fee for the statement.

6 Will the Borrower pay less interest if it pays out the contract early?

Yes. The interest the Borrower can be charged depends on the actual time money is owing. However, it may have to pay an early termination fee (if the contract permits the Credit Provider to charge one) and other fees.

7 Can the contract be changed by the Credit Provider?

Yes, but only if the contract says so.

8 Will the Borrower be told in advance if the Credit Provider is going to make a change in the contract?

That depends on the type of change. For example:

- the Borrower will get at least same day notice for a change to the annual percentage rate. That notice will be a written notice to the Borrower, or a notice published in a newspaper.
- the Borrower will get 20 days advance written notice for:
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by the Credit Provider;
- except where the change reduces what the Borrower has to pay or the change happens automatically under the contract.

9 Is there anything the Borrower can do if it thinks that the contract is unjust?

Yes. The Borrower should first talk to the Credit Provider. Discuss the matter and see if some arrangement can be come to.

If that is not successful, the Borrower may contact the AFCA scheme. The AFCA scheme is a free service established to provide the Borrower with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at

Telephone: **1800 931 678 (free call)**
Website: www.afca.org.au
Email: info@afca.org.au
In writing to: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001 Australia

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on **1300 300 630** or through ASIC's website at <http://www.asic.gov.au>.

10 What does the Borrower do if it cannot make a payment?

Get in touch with the Credit Provider immediately. Discuss the matter and see if it can come to some arrangement. The Borrower can ask the Credit Provider to change the contract in a number of ways, for example:

- to extend the term of the contract and reduce the amount of each payment due under the account accordingly (without a change being made to the annual percentage rate or rates);
- extend the period of the contract and postpone during a specific period the dates on which payments are due under the contract (without a change being made to the annual percentage rate or rates); or
- postpone during a specified period the dates on which payments are due under the contract (without a change being made to the annual percentage rate or rates).

If the Borrower makes an application, the Credit Provider must, within 21 days after the day of receiving the application, give the Borrower a written notice that states whether or not the Credit Provider agrees to the changes. If the Credit Provider agrees, further written notice will be given within 30 days setting out the changes to the terms of the contract. If the Credit Provider does not agree to the changes it must inform the Borrower the reasons for not agreeing.

The borrower may contact the Credit Provider's external dispute resolution scheme:

Telephone: **1800 931 678 (free call)**
Website: www.afca.org.au
Email: info@afca.org.au
In writing to: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001 Australia

The Australian Securities and Investments Commission (ASIC) also has an information line: **1300 300 630**. You can use this number to make a complaint and obtain further information about your rights.

11 What if the Credit Provider and the Borrower can not agree on a suitable arrangement?

If the Credit Provider refuses the Borrower's request to change the repayments, the Borrower can ask the Credit Provider to review this decision if the Borrower thinks it is wrong. If the Credit Provider still refuses the Borrower's request, the Borrower you can complain to the AFCA scheme. Further details about this scheme are set out below in question 13.

12 Can the Credit Provider take action against the Borrower?

Yes, if the Borrower is in default under the contract. But the law says that the Borrower can not be unduly harassed or threatened for repayments. If the Borrower thinks it is being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

13 Does the Borrower have any other rights and obligations?

Yes. The law will give the Borrower other rights and obligations. The Borrower should also READ THE CONTRACT carefully.

IF THE BORROWER HAS ANY COMPLAINTS ABOUT THE CREDIT CONTRACT, OR WANTS MORE INFORMATION, CONTACT THE CREDIT PROVIDER. THE BORROWER MUST ATTEMPT TO RESOLVE THE COMPLAINT WITH THE CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF THE BORROWER HAS A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO THE CREDIT PROVIDER THE BORROWER CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE THE BORROWER WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT:

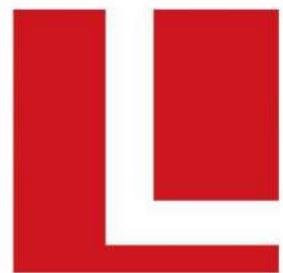
TELEPHONE: 1800 931 678 (FREE CALL)
WEBSITE: WWW.AFCA.ORG.AU
EMAIL: INFO@AFCA.ORG.AU
IN WRITING TO: AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY
GPO BOX 3,
MELBOURNE VIC 3001 AUSTRALIA

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION (ASIC) ALSO HAS AN INFORMATION LINE: 1300 300 630. YOU CAN USE THIS NUMBER TO OBTAIN FURTHER INFORMATION ABOUT YOUR RIGHTS.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Attachment C

Credit Guide



Lannock Capital 2 Pty Ltd Credit Guide September 2012

Lannock Capital 2 Pty Ltd (we or us) provides in this Credit Guide information relevant to the following types of credit provided by us to strata titled corporations:

- Multi Drawdown Facility
- Insurance Premium Funding

This type of credit is referred to below as a Multi Drawdown Facility.

Inquiries, verification and assessments

Prior to providing to the corporation any Multi Drawdown Facility, we will:

- Make inquiries about the corporation requirements and objectives in relation to the Multi Drawdown Facility and the corporation's financial situation;
- Take steps to verify the information you provide regarding the corporation's financial situation; and
- Make an assessment on whether the Multi Drawdown Facility is not suitable for the corporation.

The Multi Drawdown Facility will be assessed as unsuitable for you if:

- It will not meet the corporation's requirements or objectives;
- It is likely the corporation will not be able to comply with the resulting financial obligations; or
- It is likely the corporation would only be able to comply with the resulting financial obligations with substantial hardship.

Lannock Capital 2 Pty Ltd is prohibited by law from providing a Multi Drawdown Facility if it is assessed to be unsuitable for you.

It is therefore important that all the information you provide is complete and accurate.

If you request a copy of the assessment made in relation to the Multi Drawdown Facility which the corporation has applied for or which has been provided to the corporation, Lannock Capital 2 Pty Ltd is required by law to provide that copy without charge:

- Prior to entering into the contract with the corporation for the Multi Drawdown Facility, if the copy is requested prior to the contract being entered into;
- Within 7 business days, if the copy is requested within 2 years of the day on which the contract for the Multi Drawdown Facility is made; or
- Within 21 business days, if the copy is requested more than 2 years, but within 7 years, of the day on which the contract for the Multi Drawdown Facility is made

If you have a problem or dispute

(a) Our service commitment

We are committed to providing our customers with the best customer service experience. Resolution of problems is a priority for us. If at any time our service does not meet your expectations we would like you to let us know.

(b) How to contact us about a problem or dispute

There are a number of ways to contact us:

Telephone the office on: **(02) 9357 5371**
Email us at: clientservices@lannock.com.au
Mail: Customer Relations
Lannock Capital 2 Pty Ltd
Suite 18.01, Level 18, 227 Elizabeth Street
Sydney NSW 2000

(c) How will the corporation's complaint be handled?

If we cannot solve your problem on the spot, we will let you know within 48 hours who is handling your complaint and how long it is likely to take for it to be resolved. We aim to resolve all complains within 5 business days. If this is not possible we will keep you informed of our progress.

If your complaint cannot be resolved promptly, our office will take responsibility and work with you to resolve the matter.

(d) What to do if you feel your complaint has not been resolved

If you remain dissatisfied with the outcome and you would like an independent review of the complaint and the result, you can refer your complaint to the AFCA scheme.

The AFCA scheme is a free service established to provide the Borrower with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at:

Telephone: **1800 931 678 (free call)**
Website: www.afca.org.au
Email: info@afca.org.au
In writing to: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001 Australia

You can also contact ASIC, the regulator, for information on **1300 300 630**. You can use this Information Line to make a complaint and obtain further information about your rights.



Lannock
STRATA FINANCE

Suite 18.01, Level 18
227 Elizabeth Street
Sydney NSW 2000

Lannock Capital 2 Pty Ltd
ABN 44 153 391 283
Australian Credit Licence Number: 412905

Attachment D

Direct Debit Request
Service Agreement



Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with **Perpetual Corporate Trust Limited ACF Lannock Capital 2 Pty Ltd User Id 507418 or 447531 ABN 44 153 391 283**. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

Definitions	<p>account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.</p> <p>agreement means this Direct Debit Request Service Agreement between you and us.</p> <p>banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>debit day means the day that payment by you to us is due.</p> <p>debit payment means a particular transaction where a debit is made.</p> <p>direct debit request means the Direct Debit Request between us and you.</p> <p>us or we means Perpetual Corporate Trust Limited ACF Lannock Capital 2 Pty Ltd User Id 507418 or 447531 ABN 44 153 391 283 you have authorised by requesting a Direct Debit Request.</p> <p>you means the customer who has signed or authorised by other means the Direct Debit Request.</p> <p>your financial institution means the financial institution nominated by you on the DDR at which the account is maintained.</p>
1. Debiting your account	<p>1.1 By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.</p> <p>1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.</p> <p>or</p> <p>We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.</p> <p>1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.</p>
2. Amendments by us	<p>2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.</p>

<p>3. Amendments by you</p>	<p>You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least 14 days notification by writing to: Lannock Capital 2 Pty Ltd Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000 or by telephoning us on 02 9357 5371 during business hours or arranging it through your own financial institution, which is required to act promptly on your instructions.</p> <p>*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us Lannock Capital 2 Pty Ltd of your new account details.</p>
<p>4. Your obligations</p>	<p>4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.</p> <p>4.2 If there are insufficient clear funds in your account to meet a debit payment:</p> <ul style="list-style-type: none"> (a) you may be charged a fee and/or interest by your financial institution; (b) you may also incur fees or charges imposed or incurred by us; and (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment. <p>4.3 You should check your account statement to verify that the amounts debited from your account are correct.</p>
<p>5. Dispute</p>	<p>5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 02 9357 5371 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.</p> <p>5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.</p>
<p>6. Accounts</p>	<p>You should check:</p> <ul style="list-style-type: none"> (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions. (b) your account details which you have provided to us are correct by checking them against a recent account statement; and (c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

<p>7. Confidentiality</p>	<p>7.1 We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about you:</p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).
<p>8. Notice</p>	<p>8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Lannock Capital 2 Pty Ltd Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000.</p> <p>8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.</p> <p>8.3 Any notice will be deemed to have been received on the third banking day after posting.</p>

Schedule 3

Multi Drawdown Facility Drawdown Instruction



Schedule 3

The Owners - SP-83633

Drawdown Instruction

/ /

Insert the date you are completing this Drawdown Instruction. Please note that a Drawdown Instruction must be received by us at least 5 Normal Working Days prior to the Settlement Date.

Lannock Capital 2 Pty Limited (ACN 153 391 283)
Suite 18.01, Level 18, 227 Elizabeth Street
SYDNEY NSW 2000

The Owners - SP-83633
c/- Bright & Duggan - Head Office
PO Box 281
Crows Nest New South Wales 1585

Please post this Drawdown Instruction to us – we require the original of this Drawdown Instruction before we can fund the Advance

To: Lannock Capital 2 Pty Ltd (Credit Provider)

Facility Agreement dated *(insert the date on which you signed the Facility Agreement)*

We refer to the Facility Agreement described above that the Owners Corporation has made with you. Terms and expressions defined in that agreement have the same meaning when used in this Drawdown Instruction.

We request an Advance as follows:

Amount of Advance	\$	<i>Insert the amount requested for this Advance – the aggregate principal component of all Advances after this Advance has been made must not exceed the Amount of Credit.</i>
Term of Advance	_____ year/s	<i>Insert the term for this Advance (from 1 to 15 years).</i>
Interest Only Period	_____ year/s	<i>If the Facility Agreement provides for an Interest Only Period and you would like to have an Interest Only Period for this Advance, insert the Interest Only Period for this Advance (Maximum 2 years).</i>
Settlement Date	<input type="checkbox"/> Next Preferred Settlement Date or	<i>Select Next Preferred Settlement Date (usually a Thursday each week) or insert your required date. Please note that if you select a date other than a Preferred Settlement Date you must give us at least 5 days' notice and you may be charged a fee.</i>
	<input type="checkbox"/> / /	

Please initial this page and sign the next page

**Need to contact Lannock?
Call 1300 85 15 85**

Drawdown Instruction page 1 of 2

Drawdown Instruction (continued)

The Owners - SP-83633

We request you to disburse the proceeds of the Advance to our bank account as follows:

Owners Corporation Account Name	Corporation BSB	Corporation Account Number	Amount
			\$

We, the legally authorised representatives of the Borrower:

1. **certify** that the Advance is duly authorised by the Borrower;
2. **attach** a copy of each tax invoice that will be (or has been) paid or partly paid by application of the proceeds of the Advance;
3. **certify** that the Borrower has complied with all its obligations under the Funding Facility and no Event of Default under the Funding Facility has occurred (unless it has been remedied or waived by you);
4. **certify** that all representations and warranties made by the Borrower at or before the time of entering into the Funding Facility remain true, and the Borrower now repeats those representations and warranties for your benefit;
5. **certify** that since the passing of the resolution of members of the Borrower that approved the Funding Facility, there has been no resolution of members or the Committee of the Borrower that prohibits or restricts the giving of this Drawdown Instruction; and
6. **certify** that Borrower will only use the funds for expenses that the Owners Corporation is permitted to incur pursuant to the Facility Agreement.

We **note** that, once received by you, this Drawdown Instruction is irrevocable.

Signed by:

Secretary
(or other person authorised by the Meeting)

Member
(or other person authorised by the Meeting)

Print name

Print name

Dated / /

Dated / /

Please sign here and initial the first page.

**Need to contact Lannock?
Call 1300 85 15 85**

This page must be signed by the authorised representatives of the Borrower.

Drawdown Instruction page 2 of 2

PROJECT INFORMATION	
STRATA PLAN	83633
SITE ADDRESS	UNITS 21, 19, 17, 25, 7 & 22 – 208 BLAXLAND ROAD, RYDE
BUILDING PRACTITIONER	To be determined
DESIGN PRACTITIONER	Mr John James Forrest - Remedial + Building Engineers Design Practitioner Rego #DEP0003054 M: 0404 093 659
PROJECT MANAGER	Mrs Jessica Sjoblom – Remedial + Building Engineers M: 0409 594 498
THE WORKS	WATER INGRESS TO UNITS 21, 19, 17, 25, 7 & 22 The exact Works will be defined by our Scope of Works document (Scope of Works). Specific works beyond the Scope will be discussed with the Building Practitioner, as required.
PROJECT DURATION	To be advised by the nominated Building Practitioner <i>Where Works exceed more than 10% of this duration, additional fees will apply.</i>

SCOPE OF WORKS	
REMEDIAL WORKS SUMMARY, INCLUSIVE OF AN EXTENDED PSI	<p>We will attend the Site to complete an Extended PSI</p> <p>At the completion of this inspection, we will provide the Owners with a Structural Engineer's Report which will document the following:</p> <ol style="list-style-type: none"> 1. Assessment of damage; 2. Comment on the structural implications of the damage, and; 3. Summary recommendation for Remedial Works.
SCOPE OF WORKS	<p>Preparation of a Scope of Works document for the Remedial Works (Scope of Works). This document will outline the method of construction so that structural adequacy can be achieved.</p> <p>Our Scope of Works is inclusive of the preparation of a <i>Tenderer's Summary</i> document that can be used by multiple Building Practitioners to submit their Quotations so a like-for-like comparison can be easily assessed by the Owners (Tenderer's Summary). We will manage the Tender process and present to the Owners the Tenderer's Summary once all Quotes have been received.</p> <p>The extent of the Scope of Works, inclusive of the need for Structural Engineering drawings, can only be determined once we have completed our Extended Preliminary Site Inspection.</p> <p>For this reason, our fees for this component of our service will be nominated as a fee range as it is difficult to know the extent required for the Scope of Works at this time.</p>

<p>PROJECT SUPERVISION / CLIENT ADVOCATE</p>	<p>As Project Supervisors/Client Advocates we will act on behalf of the Owners to ensure the Works are completed satisfactorily and that the flow of information from Building Practitioner to Owners is maintained at all times.</p> <p>Our service will include the following items:</p> <ol style="list-style-type: none"> 1) A dedicated Project Supervisor who will serve as a point of contact for the Owners Corporation, Strata Manager and Building Practitioner. The Project Supervisor will coordinate the Project in conjunction with the Design Practitioner. 2) Co-ordination of the Tender Process inclusive of Pre-Tender Meetings with all invited Building Practitioners. 3) Review and recommendation of a Building Practitioner once all Tenders have been received. 4) Review of the formal Contract to ensure that the Scope has been adequately noted by the nominated Building Practitioner. <ol style="list-style-type: none"> a. As we are not Contract Administrators we will not give a comment as to the adequacy or otherwise of the Contract document as a whole or of the prices submitted by the Building Practitioner. We can liaise with a third party to complete this service however, all costs associated with their review are not included in our fee. 5) Pre-commencement meeting with the Building Practitioner, Design Practitioner, Project Supervisor and a member of the Executive Committee to define the expectations for the Project in the context of the Scope and to confirm when specific 'Hold-Point/Critical Stage' inspections will be required throughout the Project. 6) Approximately one to two (1-2) inspections per week by the Design Practitioner (as required) to monitor on-site progress and conduct critical stage inspections (coordinated by the Project Supervisor). 7) For Buildings of this age to achieve compliance with the current BCA, solutions, known as Alternative Performance Solutions, sometimes need to be developed. The DBP Act allows for these Alternative Performance Solutions to be included as part of the Project and these will be developed by the Building Practitioner in conjunction with the Design Practitioner (coordinated by the Project Supervisor).
---	--

	<p>8) Review of all payment claims from the Building Practitioner inclusive of variation claims. This service will include close liaison with the Building Practitioner if particular claims are unacceptable and what needs to be done in order to allow us to approve their claim(s).</p> <p>9) Weekly reporting to the Owners Corporation by the Project Supervisor to provide an update on the progress of the Works and information in relation to coming up Works for the following week.</p>
COMPLIANCE WITH THE DESIGN & BUILDING PRACTITIONERS ACT (ACT)	<p>In order to comply with the Design & Building Practitioners Act, the following document(s) must be prepared by the Design Practitioner and uploaded to the NSW Fair Trading Planning Portal by the Building Practitioner:</p> <p>1) Design Compliance Declaration(s) (DCD)</p> <p>The general flow of our assistance for the Project, in respect to compliance with the Act, is outlined on our Workflow #1 dated January 2024, *attached to this Proposal.</p>

QUOTATION OF FEES (excl. GST)

ITEM 1 - STRUCTURAL ENGINEER'S REPORT, INCLUSIVE OF AN EXTENDED PSI	\$4,200
ITEM 2 - SCOPE OF WORKS	\$6,000 - \$9,000
<p>ITEM 3 - PROJECT SUPERVISION / CLIENT ADVOCATE</p> <p>Based on the descriptions noted in this Fee Proposal and the nominated actions required under the Act, we consider that a 'percentage rate' of the Total Value of Contract Works is appropriate. <u>We have adopted our minimum percentage rate in this instance</u></p>	<p>10% of final Contract Value</p>
COMPLIANCE WITH THE DESIGN & BUILDING PRACTITIONERS ACT (ACT)	Included in the Project Management Fee

INVOICING SCHEDULE

The Invoicing Schedule, in relation to the Project Management Service, will be determined once the Total Value of Contract is nominated.

All invoices, except for the deposit, will be sent at the end of every month.

EXCLUSIONS

Our Fixed Fee excludes the following item(s):

1. Coordination of access to the overall site and/or individual dwellings, this is responsibility of the Building Practitioner;
2. Project Management beyond the duration of the Project, as defined by the Scope;
 - Where Works exceed more than 10% of this duration, additional fees will apply
3. Fees relating to assistance from Third Parties Consultants which may be required for the detailed appraisal of on-site parameters which are beyond reasonable structural engineering assessment;
4. Attendance to additional site inspections, apart from what is noted in Scope;
5. Engineering specifications and/or detailed drawings for Tender purposes, and;
6. Any other Services not identified in this Fee Proposal/our Scope.

RETAINER FEE

Upon formal acceptance of this Fee Proposal and prior to the commencement of our assistance, we will require payment of a Retainer representing **30%** of the Item 1 of our Scope of Works.

Upon receipt of our Fee Acceptance Form and/or Order Number and payment of our Deposit Fee, we can immediately commence our assistance.

We trust the above meets your requirements and should further clarification be required regarding this Fee Proposal, please do not hesitate to contact us.

Kind Regards,
FORREST ENGINEERING PTY LTD

**Encl. Terms and Conditions
 Fee Acceptance Form

FORREST ENGINEERING PTY LTD

TERMS AND CONDITIONS

All fees noted in this Submission are based on the degree of detail and liaison we envisage will be necessary to complement the existing documentation on this Matter. Should the extent of our assistance be contrary to your expectations, we would be pleased to review our fee structure.

REPORTS

We provide one (1) PDF copy of the Report via email. A fee of \$50.00 + GST is charged for a coloured & bound hardcopy of a Report up to 50 pages and an additional \$2.50 + GST per page for a Report beyond 50 pages.

SITE INSPECTIONS

Additional site inspections required during the course of the Matter **will be charged on a per visit basis at a rate of \$1,200 (excl. GST) for the first half hour on-site and/or for the nominated number of inspections (or part thereof).**

TERMS OF TRADE

Our Terms of Trade is **payment of a Retainer Fee and/or payment prior to release/upon collection of drawings, Certificates and/or formal Reports** or by other mutually agreed arrangement.

We request that strict adherence to these terms be maintained.

All our assistance and Invoices will be raised on a regular monthly basis and clearly detail the current claims. Additional fees may be applicable if formal accounting of Invoices and payments are required.

Please Note: Our Invoices are issued subject to the Building & Construction Industry Security of Payment Act 1999. Interest will be charged on any outstanding payments at the rate of 1% per calendar month.

The Quotation of Fees will be applicable for a maximum of sixty (60) days from the date of this Fee Submission. Our final fees may be re-assessed after this time and/or after a period of sixty (60) days from the date of acceptance if there has been a delay in receipt of appropriate instructions to enable us to complete our services.

Non-payment of our fees within accepted terms will constitute a breach of our agreement and will result in us suspending and/or terminating our services on this Project. In this event, you will be deemed to have indemnified us against all and any consequential damages which may arise.

ACCEPTANCE OF ENGAGEMENT

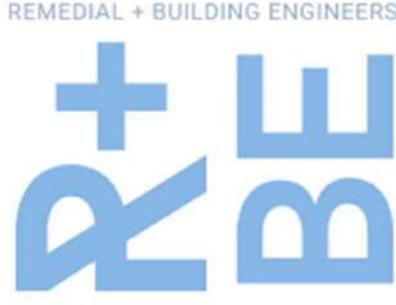
If this Fee Submission is acceptable to you, please provide the details nominated on the Fee Acceptance Form and return this to our Office via email. **We cannot commence our assistance on the Project until receipt of this Form.**

Are you concerned about your upcoming construction project running smoothly?

We can help!

As qualified Structural Engineers we offer Project Supervision services that gives Owners and Strata Managers the confidence that their project will run well and that all obligations under the *Design and Building Practitioners Act* will be complied with.

Remedial + Building Engineers is a division of Forreast Engineering Pty Ltd and has a dedicated team ready to assist clients with Remedial Projects no matter the size or complexity



SERVICING THE GREATER SYDNEY AREA

WHY CHOOSE US?

- ✓ Over 40yrs Structural Engineering Experience
- ✓ Extensive practical knowledge of on-site works and modern construction techniques
- ✓ Commitment to achieving practical, affordable and 'buildable' solutions

OUR PROACTIVE TEAM ARE READY TO ASSIST YOU

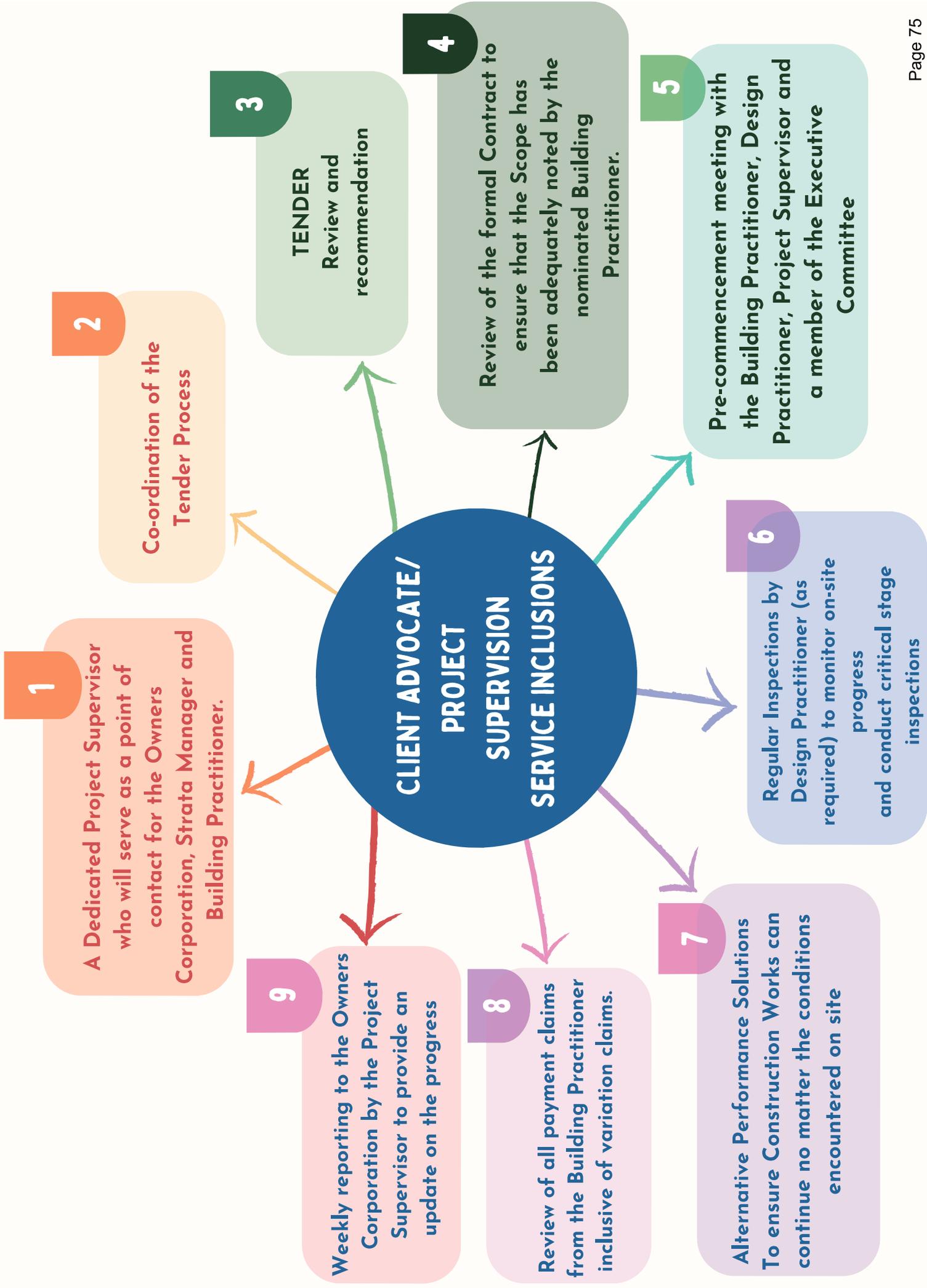
OFFICE: 0409 594 498

EMAIL: jessica@forresteng.com.au

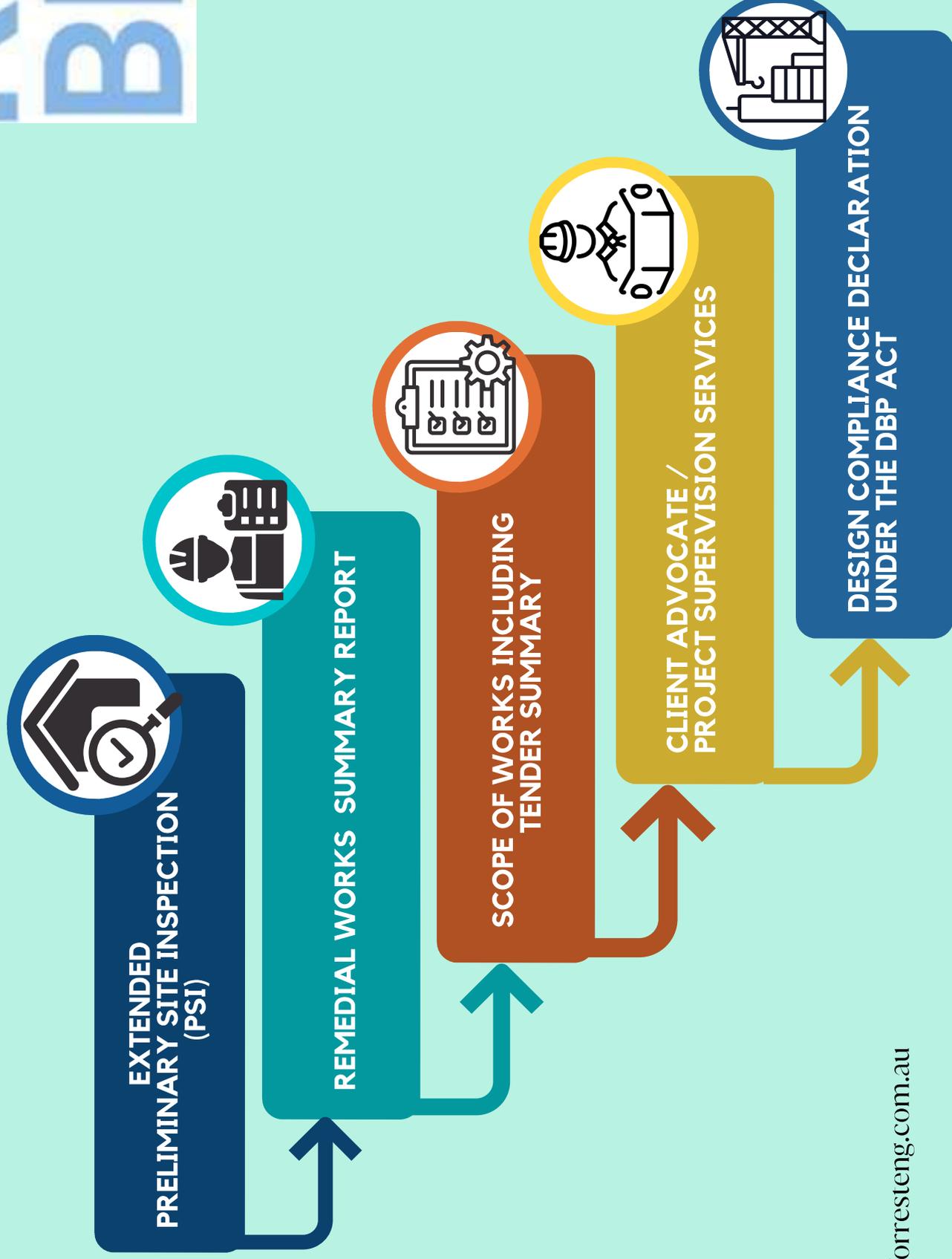
Some benefits of choosing a qualified Structural Engineer as your Project Supervisor & Owner Advocate

- ↑ Technical supervision of the Project so the Owners' interests are prioritised
- ↑ Constant structural oversight through regular onsite inspections.
- ↑ Quick structural solutions without the need to bring in other experts.
- ↑ Monitoring of the project so costs do not escalate unnecessarily.
- ↑ Informed review of all payment claims to ensure onsite progress matches invoicing.





STAGED STRUCTURAL ENGINEERING SERVICES WORKFLOW



Voting Declaration – ignore if voting electronically

1. Complete **all** the information requested below.
2. Ensure that you sign this voting form.
3. Return the completed voting form and voting paper via the below methods.

State the capacity in which you exercise your right to vote:

Owner Proxy Power of Attorney Other

.....

State your name/s:

.....

(all registered names must be included as they appear in the strata roll)

State the lot/s in respect of which your vote is cast:

.....

If you are casting a proxy vote, state the name/s and capacity of the person who gave you the proxy:

.....

(all registered names must be included as they appear in the strata roll)

.....

Owner Proxy Power of Attorney Other

.....

Signature/s:

.....

Postal Method

Attn: The Secretary - BLAXLAND RD 208-214 Plan No. 83633
C/- Bright & Duggan Pty Ltd
PO Box 281
CROWS NEST NSW 1585

Email Method

Attn:George Kordas
customer@bright-duggan.com.au

APPOINTMENT OF COMPANY NOMINEE

This form should be completed by a company that owns a strata lot and wants to appoint a nominee to act on its behalf and vote for it at meetings of the owners corporation (in accordance with section 154 of the *Strata Schemes Management Act 2015*)

Please return your completed form to the owners corporation c/- Bright & Duggan P/L, PO Box 281, Crows Nest NSW 1585. Email address: customercare@bright-duggan.com.au The name and address of the company nominee will be recorded in the strata roll and the nominee will then be able to vote at general meetings of the owners corporation.

1	Company name	
2	Company A.C.N	
3	Strata plan number	
4	Strata lot number	
5	Company address for the service of notices	
6	Company contact telephone number	
7	Name of the company nominee	
8	Company nominee address for the service of notices	
9	Company nominee contact telephone number	
10	If required by your company affix the company seal	

EXECUTED byin accordance with Section 127 of the *Corporations Act 2001* (CTH)

Signature

Signature

Name

Name

Designation

Designation

Proxy Appointment

Strata Schemes Management Act 2015

Approved form under: *Strata Schemes Management Act 2015 (Clause 26 (1) of Schedule 1)*

Date

I/We *[name(s)]*

the owners of lot *[address]*

In Strata Plan No. Appoint *[name of first appointee]*

Of *[first appointee's address]*

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).

I/We appoint *[second appointee's name]*

Of *[second appointee's address]*

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings) if the first appointee already holds the maximum number of proxies that may be accepted.

Period or number of meetings for which appointment of proxy has effect *[Tick OR tick and complete whichever applies below]:*

- 1 meeting *[please insert number]* meetings
- 1 month *[please insert number]* months
- 12 months 2 consecutive annual general meetings

(Note: The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings, whichever is the greater.)

[Tick and complete whichever applies below]:

- 1. This form authorises the proxy to vote on my/our behalf on all matters.**

OR

- 2. This form authorises the proxy to vote on my/our behalf on the following matters only:**
[Specify the matters and any limitations on the manner in which you want the proxy to vote; attach additional page/s if necessary.]

- 3. If a vote is taken on whether (the strata managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:**

I understand that, if the proxy already holds more than the permitted number of proxies, the proxy will not be permitted to vote on my/our behalf on any matters.

Signature of owner/s

X _____
Name <i>[print]:</i> <input type="text"/>

X _____
Name <i>[print]:</i> <input type="text"/>

NOTES ON APPOINTMENT OF PROXIES

1. This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before the first meeting in relation to which it is to operate (in any other case).
2. This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.
3. This proxy is valid for any general meetings held during the period (if any) specified on page 1 of this form. If no period is specified then this proxy ends after 12 months or two annual general meetings, whichever occurs later.
4. If a person holds more than the total number of proxies permissible, the person cannot vote using any additional proxies. The total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution are as follows:
 - (a) if the strata scheme has 20 lots or less, one,
 - (b) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
5. A provision of a contract for the sale of a lot in a strata scheme, or of any ancillary or related contract or arrangement, is void and unenforceable to the extent that it:
 - (a) requires the purchaser of a lot, or any other person, to cast a vote at a meeting of the owners corporation at the direction of another person, or
 - (b) requires the purchaser to give a proxy at the direction of another person for the purpose of voting at a meeting of the owners corporation (that is a person cannot rely on any such proxy to cast a vote as a proxy).

NOTES ON RIGHTS OF PROXIES TO VOTE

1. A duly appointed proxy:
 - (a) may vote on a show of hands (or by any other means approved by a general resolution at a meeting of the owners corporation), subject to any limitation in this form, or may demand a poll, and
 - (b) may vote in the person's own right if entitled to vote otherwise than as a proxy, and
 - (c) if appointed as a proxy for more than one person, may vote separately as a proxy in each case.
2. A proxy is not authorised to vote on a matter:
 - (a) if the person who appointed the proxy is present at the relevant meeting and personally votes on the matter, or
 - (b) so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a strata managing agent, building manager or on-site residential property manager, or
 - (c) if the right to vote on any such matter is limited by this form.

Minutes of

Extraordinary General Meeting

To The Owners of – Plan No. 83633

208-214 BLAXLAND ROAD, RYDE, NSW, 2112



Meeting Date:	28 August 2025
Time:	05:30 PM
Address:	McKinnon Room, Club Ryde, 728 Victoria Road, RYDE, NSW, 2112
Present:	Ian Baird Marquis & Jenny Margaret Marquis (Lot 1) Owner present Melissa Woodhams (Lot 2) Owner present Yuk Yi Kong (Lot 9) Owner present Margaret Elizabeth Taylor (Lot 10) Owner present Jessica Louise Erickson Thornton (Lot 13) Owner present Alexander Alfio Leonardi & Rachel Rose Lobo (Lot 14) Owner present Guillaume Antoine Davies (Lot 15) Owner present Davy Hidayat & Karen Rose Geraldez Castillo (Lot 16) Owner present Nutwara Kromsuriyasak (Lot 17) Owner present Greta Vakirtzis (Lot 18) Owner present Jade Amanda Monteverdi (Lot 19) Owner present Mathew Jasper Kyle Thomas & Natalie Simone Thomas (Lot 20) Owner present Rodney Lawrence & Moriah Lawrence (Lot 21) Owner present Susanne Marie Abbey (Lot 22) Owner present Andreas Engesser & Georgia Engesser (non-financial) (Lot 23) Owner present Patricia Vakirtzis (Lot 24) Owner present Diana Lay Ean Lim (Lot 25) Owner present Mary Madlene Pisano (Lot 26) Owner present
By proxy:	
In attendance:	Laura Paley-Smith Bright & Duggan Samantha Walker Bright & Duggan

Chairperson: Laura Paley-Smith
Apologies:
Quorum: Yes, 25% or more of lot owners in attendance



Motions

1. Minutes

RESOLVED

Resolved that the Owners Corporation resolves to confirm the minutes of the last general meeting, held on 29th of July 2025, as a true and accurate record of the proceedings of that meeting.

2. Appointment of Builder and Delegation of Authority to the Committee.

RESOLVED AS AMENDED

That the Owners Corporation of SP83633 resolves to:

1. Acknowledge the Owners Corporation's legal obligation under Section 106 of the Strata Schemes Management Act 2015 (NSW) to properly maintain and keep in a state of good and serviceable repair the common property and any personal property vested in the Owners Corporation.
2. Appoint Robertson's Remedial & Painting as the preferred builder to undertake the remedial works at 208-214 Blaxland Road, Ryde, in accordance with the tender summary and recommendations provided by Remedial + Building Engineers.
3. Appoint Remedial + Building Engineers for the purpose of certifying the remedial works, at a fee of 10% of the total contracted value of the remedial works.
4. Delegate authority to the Strata Committee to review and approve any variations to the scope of works that may arise during the course of the project, provided such variations:
 - Relate to common property;
 - Are identified or recommended by the appointed engineer or project supervisor;
 - Are assessed as necessary to ensure the integrity and completion of the remedial works.
5. Authorise the Strata Managing Agent to execute the contract with Robertsons Remedial & Painting on behalf of the Owners Corporation.

3. Remedial Work Funding - Loan

DEFEATED

1. That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to meet working capital requirements, fund remediation works and to comply with its obligations under law (Loan Contract).
2. That the Owners Corporation's seal be affixed to the loan contract in the presence of (strike out those which do not apply):
 - (a) Any two members of the executive Committee; or
 - (b) The Strata Manager and one member of the Committee; or
 - (c) The Strata Manager alone
3. That the Owners Corporation acknowledges the following things:
 - (a) a copy of the proposed Loan Contract, the terms and conditions, the information memorandum and a prescribed notice, was tabled at the meeting;
 - (b) the maximum amount of credit available under the Loan Contract is \$1,000,000.00 or such increased amount as approved by a subsequent General Meeting;
 - (c) Members of the Owners Corporation has the authority to approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the Loan Contract;
 - (d) the Owners Corporation acknowledges that it has sought such advice (including legal advice) as it believes appropriate prior to entering into the loan contract; and
 - (e) a drawdown instruction may be signed by (strike out those which do not apply):
 - I. Any two members of the executive Committee; or
 - II. The Strata Manager and one member of the Committee; or
 - III. The Strata Manager alone

4. Approval of Special Levy for Loan Repayment.

DEFEATED

That the Owners Corporation of SP83633 resolves to:

1. Raise a special levy within the Capital Works Fund totaling \$1,000,000.00 plus interest accrued over the loan term, to be repaid over a period of 10 years, in equal quarterly instalments aligned with the scheme's levy cycle:
2. Allocate the levy contributions proportionally to each lot in accordance with their unit entitlement.
3. Apply the funds raised exclusively for the repayment of the loan facility entered into with Lannock Capital 2 Pty Ltd, for the purpose of funding remedial works to common property.

There being no further business the meeting closed at 07:06 AM.

Bright & Duggan Pty Ltd
Managing Agents for Plan No. 83633



bright & duggan



australia's strata leader

Notice of
Extraordinary General Meeting

The Owners of – Strata Plan No. 83633
208-214 BLAXLAND ROAD, RYDE, NSW, 2112

Strata Manager: George Kordas

Meeting Date: 28 August 2025

Time: 05:30 PM

Meeting Location: McKinnon Room, Club Ryde, 728 Victoria Road, RYDE, NSW, 2112





Attendance & Meeting Procedures

- Recording of persons in attendance
- Validation and recording of proxies
- Determination of quorum
- Chairperson of the meeting
- Commencement time

Reference to a section is reference to a section in the Strata Schemes Management Act 2015 (NSW) & reference to a regulation is reference to a regulation in the Strata Schemes Management Regulation 2016 (NSW), unless otherwise stated.

Quorum

A quorum is present at a meeting immediately following where not less than 25% of persons entitled to vote being present, either in person or by proxy. If no quorum is present within 30 minutes after the scheduled time for the meeting commencement, the chairperson may either adjourn the meeting for 7 calendar days or declare that the persons present (either in person or by duly authorised proxy and entitled to vote) constitute a quorum. Owners, tenants and proxy holders require registering attendance with the chairperson. To ensure the meeting commences on time, please arrive 10-15 minutes prior to the scheduled time for the meeting to register your attendance.

Chairperson

The elected Chairperson of the owners corporation would ordinarily chair this meeting. Pursuant to delegations of the strata management agency agreement to Bright & Duggan, and with the consent of persons in attendance, it is customary for the managing agent to chair the meeting.

Voting Rights

Each owner has voting rights that may be exercised at a meeting of the owners corporation if the owner is shown on the strata roll, and in the case of a corporation, if the company nominee is shown on the strata roll. In the case of co-owners, one of the owners may act as proxy on behalf of the other co-owner, or if no proxy is provided, the owner first named on the strata roll has voting rights. An owner is not entitled to vote in person or by proxy if they are un-financial at the date of notice of the meeting and unless payment has been received before the meeting of all contributions levied on the owner, and any other amounts recoverable from the owner, in relation to the lot.

Motions where Pre-meeting Voting is Permitted

Owners, proxy holders, or company nominees voting by way of pre-meeting electronic voting should be aware that the relevant motion may be amended by a further motion

at the meeting, after the pre-meeting electronic voting takes place, and that consequently the pre-meeting vote may have no effect.

Proxies

If an owner with voting rights is unable to attend the meeting, they may appoint a proxy to vote on their behalf. In the case of joint ownership, all owners must sign the proxy form, and in the case of ownership by a corporation, the company nominee must sign the proxy form. The proxy form must provide instructions on whether the person appointing the proxy intends for the proxy to be able to vote on all matters and if not, the matters on which the proxy is permitted to vote. Please note that proxies do not remain valid indefinitely. In the case of a large strata scheme (in excess of 100 lots and excluding parking or utility lots), proxy forms must be provided to the **Secretary 24 hours prior to commencement of the meeting**. All other proxy forms must be provided to the Secretary either prior to or at commencement of the meeting. For strata schemes with 20 lots or less, a person may hold maximum of 1 proxy. For strata schemes with greater than 20 lots, a person may hold proxies to a number that is equal to not more than 5% of the total number of lots.

Resolutions

Motions declared for 'special resolution', not more than 25% of the values of votes cast against the resolution. The value of the vote in respect of a lot is equal to the registered unit entitlements for the lot. Motions declared for 'unanimous resolution', no vote may be cast against the resolution.

A motion or election that is not required to be approved by 'special resolution' or 'unanimous resolution' is passed by a simple majority of votes cast for or against the motion, with each person having 1 vote for each lot in respect of which the person is entitled to vote.



Tenant Representative

A tenant representative, elected in accordance with section 33, is entitled to attend meetings of the strata committee, but is not entitled to vote on decisions of the strata committee, put a motion or nominate a person for office.

Tenants

A tenant, who is registered on the strata roll, is entitled to attend meetings of the owners corporation, but is not entitled to vote unless the tenant holds a duly authorised proxy. Tenants are not entitled to address the meeting unless authorised to do so by resolution of the owners corporation. The owners corporation may determine that the tenants are not permitted to be in attendance at the meeting during discussions or decisions relating to financial matters.

In accordance with section 258, tenancy notice must be provided to the owners corporation not later than 14 days after commencement of a lease, sublease or execution of the assignment.

Meeting Protocols

Meetings of the owners corporation provides a forum for the owners with opportunity to discuss, contribute and participate in the decision-making process concerning all facets of the common property within the strata scheme. Bright & Duggan strongly encourages participation of all owners at the meetings and recommends the following meeting protocols for efficient and effective meeting:

- Be prompt. Allow sufficient time to register your attendance, so the meeting can commence at the scheduled time.
- Turn mobile phones and any other electronic devices to silent.
- Address the meeting via the Chairperson only and at their permission. The Chairperson is responsible for ensuring all attendees have an opportunity to address the meeting and that the voting process is accurate.
- Be respectful of others addressing the meeting, by not participating in 'side conversations'.
- Matters not included on the agenda notice are not permitted to be discussed or resolved at the meeting. This is in recognition of a failure to provide notice to other interested owners.
- Your decisions should be made for the collective good of the owners corporation, rather than for self-interest.

Minutes

Owners can register for distribution of notices electronically. Please contact our Customer Care Department for further assistance on (02) 9902 7100 or email customercare@bright-duggan.com.au.

Distribution of minutes of general meetings, in accordance with schedule 1 of the Strata Schemes Management Act 2015 (NSW), will proceed in the following manner: a) by giving each member of the strata committee a copy, b) by giving each owner a copy, if the strata scheme is not a large strata scheme, and c) by giving an owner a copy, if the strata scheme is a large strata scheme and the owner requests a copy within the period of 14 days.



Motions

1. Minutes

That the Owners Corporation resolves to confirm the minutes of the last general meeting, held on 29th of July 2025, as a true and accurate record of the proceedings of that meeting.

Explanatory Notes:

Section 8(1) of Schedule 1: The minutes of the last general meeting are attached to the notice of this meeting. This motion confirms accuracy of the minutes and in the event that the minutes are in error, an owner may move that the minutes be amended.

2. Appointment of Builder and Delegation of Authority to the Committee.

That the Owners Corporation of SP83633 resolves to:

1. Acknowledge the Owners Corporation's legal obligation under Section 106 of the Strata Schemes Management Act 2015 (NSW) to properly maintain and keep in a state of good and serviceable repair the common property and any personal property vested in the Owners Corporation.
2. Appoint Robertson's Remedial & Painting as the preferred builder to undertake the remedial works at 208-214 Blaxland Road, Ryde, in accordance with the tender summary and recommendations provided by Remedial + Building Engineers.
3. Delegate authority to the Strata Committee to review and approve any variations to the scope of works that may arise during the course of the project, provided such variations:
 - o Relate to common property;
 - o Are identified or recommended by the appointed engineer or project supervisor;
 - o Are assessed as necessary to ensure the integrity and completion of the remedial works.
4. Authorise the Strata Managing Agent to execute the contract with Robertsons Remedial & Painting on behalf of the Owners Corporation.

Explanatory Notes:

Under Section 106 of the Strata Schemes Management Act 2015 (NSW), the Owners Corporation has a statutory duty to maintain and repair common property. Failure to do so may result in liability for damages to lot owners. The proposed remedial works are part of fulfilling this legal obligation.

Following an extensive tender process for remedial works at SP83633 – 208-214 Blaxland Road, Ryde, John Forrest, on behalf of Remedial + Building Engineers, has reviewed submissions from three reputable builders. After assessing pricing, scope, and capability, Robertson's Remedial & Painting has been recommended as the preferred contractor due to their competitive pricing and confidence in their ability to deliver the works without compromising quality.

Given the nature of remedial works, variations may arise due to unforeseen site conditions or additional requirements identified by the engineer. To ensure timely decision-making and avoid delays, it is proposed that the Owners Corporation delegate authority to the Strata Committee to approve such variations.

This delegation will:

- Enable efficient project management;
- Minimise the need for additional general meetings;
- Ensure necessary works are not delayed due to procedural constraints.

3. Remedial Work Funding - Loan

1. That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation's obligations to meet working capital requirements, fund remediation works and to comply with its obligations under law (Loan Contract).



2. That the Owners Corporation's seal be affixed to the loan contract in the presence of (strike out those which do not apply):
- Any two members of the executive Committee; or
 - The Strata Manager and one member of the Committee; or
 - The Strata Manager alone
3. That the Owners Corporation acknowledges the following things:
- a copy of the proposed Loan Contract, the terms and conditions, the information memorandum and a prescribed notice, was tabled at the meeting;
 - the maximum amount of credit available under the Loan Contract is \$1,000,000.00 or such increased amount as approved by a subsequent General Meeting;
 - Members of the Owners Corporation has the authority to approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the Loan Contract;
 - the Owners Corporation acknowledges that it has sought such advice (including legal advice) as it believes appropriate prior to entering into the loan contract; and
 - a drawdown instruction may be signed by (strike out those which do not apply):
 - Any two members of the executive Committee; or
 - The Strata Manager and one member of the Committee; or
 - The Strata Manager alone

Explanatory Notes:

The Owners Corporation does not currently hold sufficient funds in its trust account to pay for the full scope of works as outlined in the accepted tender.

To avoid delays in executing the contract and commencing the remedial works, and to ensure compliance with its statutory obligations, it is recommended that the Owners Corporation enter into a loan agreement with Lannock Capital 2 Pty Ltd under a Multi Drawdown Facility for up to \$1,000,000.00.

Key considerations:

- The loan facility allows for drawdowns as needed, providing flexibility in managing cash flow and project milestones.
- The facility includes a variable interest rate and is subject to standard credit terms, including monthly repayments and reporting obligations.
- The loan agreement has been reviewed and includes provisions for transparency, compliance, and financial accountability.
- The Owners Corporation will retain the ability to raise levies to meet repayment obligations over the life of the loan.

This funding solution ensures that the Owners Corporation can:

- Meet its legal obligations under the Act;
- Avoid delays in commencing critical remedial works;
- Minimise the risk of special levies or financial strain on individual lot owners;
- Maintain the integrity and safety of the building.

It is proposed that the Owners Corporation authorise the execution of the loan agreement and delegate authority to the Strata Managing Agent to manage the facility in accordance with the terms of the agreement.

4. Approval of Special Levy for Loan Repayment.

That the Owners Corporation of SP83633 resolves to:

- Raise a special levy within the Capital Works Fund totaling \$1,000,000.00 plus interest accrued over the loan term, to be repaid over a period of 10 years, in equal quarterly instalments aligned with the scheme's levy cycle:
- Allocate the levy contributions proportionally to each lot in accordance with their unit entitlement.
- Apply the funds raised exclusively for the repayment of the loan facility entered into with Lannock Capital 2 Pty Ltd, for the purpose of funding remedial works to common property.

Explanatory Notes:



Subject to the Owners Corporation approving the previous motion. To ensure the loan is repaid in a structured and equitable manner, it is proposed that a special levy be raised over a 10-year term, with quarterly instalments that align with the existing levy cycle. Contributions will be calculated based on each lot's unit entitlement.

This special levy:

- Ensures timely repayment of the loan;
- Avoids the need for ad hoc levies or financial strain;
- Supports the Owners Corporation in meeting its legal obligations;
- Provides clarity to owners through a fixed repayment schedule.

A repayment table has been prepared and annexed to this agenda to serve as an estimated guide for what each lot would pay per quarter. This table is provided for informational purposes only and is intended to assist owners in understanding the likely financial impact of the special levy. Actual amounts may vary slightly due to rounding or administrative adjustments.

Date of Notice: 13 August 2025
Bright & Duggan Pty Ltd
Managing agents for Plan No. 83633



Minutes of
Annual General Meeting

To The Owners of – Plan No. 83633

208-214 BLAXLAND ROAD, RYDE, NSW, 2112



Meeting Date:	29 July 2025
Time:	05:30 PM
Address:	Via Teleconference, please contact the Strata Manager for meeting details., 208-214 Blaxland Road, RYDE, NSW, 2112
Present:	Ian Baird Marquis & Jenny Margaret Marquis (Lot 1) Owner present Helen Karen Brown (Lot 5) Electronic vote David Buttigieg (Lot 6) Electronic vote Margaret Elizabeth Taylor (Lot 10) Owner present Alexander Alfio Leonardi & Rachel Rose Lobo (Lot 14) Owner present Nutwara Kromsuriyasak (Lot 17) Electronic vote Greta Vakirtzis (Lot 18) Owner present Jade Amanda Monteverdi & Sharon Louise Monteverdi (Lot 19) Owner present Mathew Jasper Kyle Thomas & Natalie Simone Thomas (Lot 20) Owner present Rodney & Moriah Lawrence (Lot 21) Owner present (pre-voted) Susanne Marie Abbey (Lot 22) Electronic vote Andreas Engesser & Georgia Engesser (Lot 23) Owner present Patricia Vakirtzis (Lot 24) Owner present Woon Chew Cheang & Diana Lay Ean Lim (Lot 25) Owner present Mary Madlene Pisano (Lot 26) Owner present
By proxy:	
In attendance:	George Kordas Bright & Duggan
Chairperson:	George Kordas
Quorum:	Yes, 25% or more of lot owners in attendance

Motions

1. Minutes

RESOLVED

Resolved that the Owners Corporation resolves to confirm the minutes of the last general meeting, held on 4th of February 2025, as a true and accurate record of the proceedings of that meeting.

2. Financial Statements

RESOLVED

Resolved that the Owners Corporation resolves to adopt the unaudited statements of key financial information, for the financial year ending on 30th of November 2024, for the administrative fund, the capital works fund and any other fund held by the strata scheme.

3. Financial Audit

RESOLVED

Resolved that the Owners Corporation resolves to audit the financial statements for the financial year ending on 30th of November 2025.

4. Administrative & Capital Works Funds Estimates

RESOLVED

Resolved that the Owners Corporation estimates that, for the financial year period from 1st of December 2024 to 30th of November 2025, it will need to credit to its Administrative Fund and Capital Works Fund the amounts set out in the budget, and resolves that the following amounts to be levied as a contribution:

Administrative Fund: \$95,000.00 GST Inclusive
Capital Works Fund: \$42,819.00 GST Inclusive

5. Levy Contributions

RESOLVED AS AMENDED

Resolved that the owners corporation resolves that the contributions are to be payable in regular periodic instalments, due on and specified as follows, and continue on the same periodic instalments, based on the interim quarterly period and contributions, in accordance with the same budget and estimates approved at this meeting, until the next annual general meeting:

Levy Status	Period From	Period To	Due	Admin Fund	Capital Works Fund
Already Issued	1/02/2025	30/04/2025	1/02/2025	\$20,000.00	\$6,125.05
Already Issued	1/05/2025	31/07/2025	1/05/2025	\$20,000.00	\$6,125.05
To be Issued	1/08/2025	31/10/2025	20/09/2025	\$27,500.00	\$15,284.45
To be Issued	1/11/2025	31/01/2026	1/11/2025	\$27,500.00	\$15,284.45
Total	1/02/2025	31/01/2026		\$95,000.00	\$42,819.00

Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund	Capital Works Fund
To be Issued	1/02/2026	30/04/2026	1/02/2026	\$23,750.00	\$10,704.75
Total	1/02/2026	30/04/2026		\$23,750.00	\$10,704.75

6. Recovery of Contributions

RESOLVED

Resolved that the Owners Corporation resolves, in accordance with the provisions of the *Strata Schemes Management Act 2015 (NSW)*, including Section 103, for the purpose of recovery of unpaid contributions, to authorise and instruct the Managing Agent and/or the Strata Committee to do any one or more of the following:

1. Issue arrears notices, reminder notices and/or letters to seek recovery of unpaid contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses, and arrange and monitor payment plans;
2. Engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation;
3. Issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of unpaid contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses;
4. Enter and enforce any judgment obtained in the collection of unpaid contributions, including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands, and commencing and maintaining the bankruptcy proceedings or winding up proceedings;
5. Filing an appeal or defending an appeal against any judgment concerning the collection of unpaid contributions; and
6. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any contributions recovery proceedings.

7. Payment Plans

RESOLVED

Resolved that the owners corporation resolves to agree to enter into payment plans for matters involving arrears of unpaid contributions or other amounts, including interest, legal and other costs/expenses thereon, and delegates to the managing agent and/or strata committee authority to enter into, arrange and monitor each such payment plan, limited to a period of 12 months per plan, with any further or subsequent payment plan to be entered into as agreed by the owners corporation or strata committee by resolution.

8. Capital Works Fund Plan - Review & Implement

RESOLVED

Resolved that the Owners Corporation resolves to delegate to the strata committee to review the existing 10-year capital works fund plan, prepared by Qia Group Pty Ltd, dated 16th of September 2020, and implement it as part of the approved budget for the financial year ending on 30th of November 2025.

9. Capital Works Fund Plan - Revise or Replace

RESOLVED

Resolved that the Owners Corporation resolves to revise or replace the 10-year capital works fund plan, for commencement from 1st of December 2025, and:

1. Obtain quotations from suitably qualified consultants to prepare a 5-year review or a 10-year replacement of the capital works fund plan;
2. Delegate to the strata committee to consider the quotations and engage a consultant;
3. Delegate to the strata committee to appoint a liaison to meet with the consultant; and
4. Delegate to the strata committee authority to instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule where applicable), to undertake any of the above.

10. Acknowledgements and Agent Disclosure

RESOLVED

Resolved that the Owners Corporation resolves, acknowledges and tables:

1. In accordance with Section 9(d) of Schedule 1 of the Strata Schemes Management Act 2025 ('The Act'), the particulars of each insurance policy of the owners corporation expiring on 9th of April 2026, as detailed in the certificate of currency attached to the notice of this meeting, and the managing agent is delegated authority to renew the insurances taken out by the owners corporation.
2. In accordance with Section 60(1)(a) of the Act, the statement of commissions and training services provided to or paid for the agent in connection with the exercise by the agent of functions for the strata scheme during the preceding 12 months and particulars of any such commissions and training services is outlined in the Strata Managing Agent's Disclosure Schedule annexed and marked **AA**.
3. In accordance with Section 60(1)(b) of the Act, the statement of the estimated amount or value of any commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months is outlined in the Strata Managing Agent's Disclosure Schedule annexed and marked **BB**.
4. In accordance with Section 60(1)(c) and 60(1)(d) of the Act, the statement of the suppliers of goods or services or the original owner for the strata scheme which are or have become connected with the agent during the preceding 12 months along with the information required to be disclosed by the Act is outlined in the Strata Managing Agent's Disclosure Schedule annexed and marked **CC**.
5. in accordance with Section 57 of the Act to approve the strata managing agent receiving commissions and training services as outlined in the Strata Managing Agent's Disclosure Schedule annexed and marked **DD**.
6. In accordance with Section 33 of the Act, the appointment of 0, resident of lot 0, as the tenant representative for the strata committee, duly elected at the meeting held on 2nd of July 2025.

11. Insurance

RESOLVED

1. That the Owners Corporation confirm the current insurances as per the certificate of currency expiring on 9th of April 2026 and attached to the notice of the meeting.
2. That the Owners Corporation resolves to make arrangements in respect of insurances:
 - o That the building sum insured is adjusted in accordance with any building valuation;
 - o That the Owners Corporation delegate to the Strata Committee to consider whether to vary or extend any insurances pursuant to Section 165 of the Act;

- That pursuant to Section 166 of the Act that not less than 3 quotations for insurance renewal be obtained, unless written reasoning is presented to the Owners Corporation as to why less than 3 quotations were provided;
- That the Owners Corporation delegate to the Strata Managing Agent any functions pursuant to the Strata Management Agency Agreement additional duties schedule where applicable to undertake any of the above.

12. Insurance - Valuation

RESOLVED

Resolved that the Owners Corporation resolves to ensure the scheme is adequately insured by selecting one of the three (3) following options, in order to meet the general requirements imposed by Section 161 of the Strata Schemes Management Act 2015 (NSW):-

Alternatives for Insurance - Valuation

'OPTION A' has been selected with the highest votes.

(Option A) Acknowledge, accept and adopt the existing building valuation.

~~**(Option B)** Carry out a building valuation for insurance purposes noting the previous valuation from AG Thomas Valuers that was prepared on the 28th of February 2024 and delegates to the managing agent authority to update the building sum insured in accordance with the new valuation.~~

~~**(Option C)** Increase the Building Sum Insured by 5%.~~

13. Annual Fire Safety Statement

RESOLVED

Resolved that the Owners Corporation resolves to:

1. Acknowledge the Annual Fire Safety Statement, dated 4th of July 2024, attached to the notice of this meeting.
2. Engage a suitably competent fire safety practitioner to assess each essential fire safety measure specified in the statement and submit a corrective actions report;
3. Delegate to the strata committee to determine and resolve the corrective actions (if any), engage a suitably qualified contractor to complete any works and to prepare and sign the statement;
4. Lodge the statement with the local Council and Fire Commissioner;
5. Delegate to the Strata Committee authority to instruct the managing agent any functions, pursuant to the Strata Management Agency Agreement (additional services schedule where applicable), to undertake any of the above; and
6. Instruct the Managing Agent, acting in the capacity as agent for the Owners Corporation, to sign the Annual Fire Safety Statement, based on certification provided by a competent fire safety practitioner engaged by the Owners Corporation.

14. Consideration of Environmental Sustainability

DEFEATED

Defeated that the Owners Corporation resolves to consider environmental sustainability within the scheme and delegates the authority to the Strata Committee to:

1. Obtain quotations from suitably qualified consultants or experts to prepare and provide sustainability reporting on the common property energy, gas, water and/or other utility consumption and expenditure,
2. Engage or retain such suitably qualified consultants or experts,

3. Receive, review and action any recommendations included within such sustainability reporting, and
4. Instruct the Strata Managing Agent to carry out any functions necessary, pursuant to the Strata Management Agency Agreement, to undertake any of the above.

15. Strata Hub

RESOLVED

Resolved that the Owners Corporation resolves to:

1. Provide all mandatory information and documents relating to the Office of Fair Trading "Strata Hub";
2. Pay \$3.00 per lot annual administration fee to the Office of Fair Trading (or such other amount as determined by the Regulation from time to time); and
3. Instruct the Managing Agent any functions, pursuant to the Strata Management Agency Agreement (additional services schedule where applicable), to undertake any of the above.

16. Functions of the Strata Committee

RESOLVED

Resolved that the Owners Corporation resolves that no additional matter or type of matter is to be determined only by the Owners Corporation in general meeting.

17. Election of the Strata Committee

RESOLVED

Resolved that the Owners Corporation resolves to elect 5 members to the Strata Committee as follows:

Name	Lot
Jenny Marquis	1
Nutwara Kromsuriyasak	17
Jade Amanda Monteverdi	19
Mathew Jasper Kyle Thomas	20
Rodney Lawrence	21

There being no further business the meeting closed at 06:30 PM.

**Bright & Duggan Pty Ltd
Managing Agents for Plan No. 83633**

Minutes of

Strata Committee Meeting

To The Owners of – Plan No. 83633

208-214 BLAXLAND ROAD, RYDE, NSW, 2112



Meeting Date:	29 July 2025
Time:	05:30 PM
Address:	Via Teleconference, please contact the Strata Manager for meeting details., 208-214 Blaxland Road, RYDE, NSW, 2112
Present:	Jenny Margaret Marquis (Lot 1) Committee member present Jade Amanda Monteverdi (Lot 19) Committee member present Mathew Jasper Kyle Thomas (Lot 20) Committee member present Rodney Lawrence (Lot 21) Committee member present
In attendance:	George Kordas Bright & Duggan
Chairperson:	George Kordas
Apologies:	
Quorum:	Yes, 50% or more of strata committee members in attendance

1. Conflict of Interest

DEFEATED

Defeated that the members of the Strata Committee make a Disclosure of Pecuniary Interest in relation to any agenda item, if relevant.

2. Minutes

RESOLVED

Resolved that the minutes of the last Strata Committee meeting held on 20th of February 2024 be adopted as a true and accurate record of the proceedings of that meeting.

3. Election of Officers

RESOLVED

Resolved that the Strata Committee, in accordance with Regulation 11, resolves to elect Jasper Thomas as Chairperson, and Jade Monteverdi as Secretary and Treasurer of the Committee.

4. Adoption of Invoice Hub

RESOLVED

Resolved that the Strata Committee resolve to adopt the use of Invoice Hub through StrataMax for all invoice processing and management activities effective immediately, noting that costs are pursuant to Schedule D of the Strata Management Agency Agreement.

Note: Jade Monteverdi to be Tier 1 Approver, Jasper Thomas to be Tier 2 Approver.

5. Appoint Contact and Substitute Contact

DEFEATED

Defeated that the Strata Committee resolves to appoint a member of the Strata Committee to liaise with the strata manager and be the strata manager's primary point of contact. Further, that an alternate member of the Strata Committee be nominated to liaise with the strata manager as a substitute contact in the event of the absence of the primary contact.

6. Acknowledgement Motions - Plant Item Registration

That, as the Owner of plant item(s), the Strata Committee resolves to delegate to the Managing Agent the signing of any renewal registration or application form on behalf of the Strata Committee and lodge with SafeWork NSW the Safe to Operate Statement, based on certification provided by one of the below:

- ~~a. Independent Consultant: A suitably qualified and independent consultant to provide a statement as to whether the plant item is adequately maintained;~~
- b. Maintenance Contractor: The engaged maintenance contractor to provide a statement confirming that the plant item has been inspected by a competent person and adequately maintained.

Note: Strata Manager to confirm attendance and maintenance routine with Kone.

7. Window Safety Devices

RESOLVED

Resolved that the Strata Committee resolves to do the following:

1. Engage a suitably qualified consultant or contractor to carry out an inspection and submit a corrective actions report, in compliance with Regulation 30;
2. Delegate to the Building Manager and/or Strata Committee to determine and resolve the corrective actions (if any), engage suitably qualified contractor to complete any works and submit a compliance statement; and
3. Delegate to the Managing Agent any functions pursuant to the Strata Management Agency Agreement (additional services schedule where applicable) to undertake any of the above.

8. Asbestos Audit

DEFEATED

Defeated that the Owners Corporation resolve to do the following:

5. Engage a suitably qualified consultant or contractor to carry out an inspection and submit a corrective actions report, in compliance with the Work Health & Safety Act 2011 (NSW);
6. Delegate to the Building Manager and/or Strata Committee to determine and resolve the corrective actions (if any) and engage suitably qualified contractor to complete any works; and
7. Delegate to the Managing Agent any functions pursuant to the Strata Management Agency Agreement (additional services schedule where applicable) to undertake any of the above.

9. Common Property Safety Audit

DEFEATED

Defeated that the Strata Committee resolves to do the following:

7. Engage a suitably qualified consultant or contractor to carry out an inspection and submit a corrective actions report, in compliance with the Work Health & Safety Act 2011 (NSW);
8. Delegate to the Building Manager and/or Strata Committee to determine and resolve the corrective actions (if any) and engage suitably qualified contractor to complete any works; and
9. Delegate to the Managing Agent any functions pursuant to the Strata Management Agency Agreement (additional services schedule where applicable) to undertake any of the above.

Note:

- Strata Manager to obtain quotes regarding common property safety audit.
- Strata Manager to arrange sign installation before stairs, directing deliveries down the ramp.

There being no further business the meeting closed at 06:35 PM.

**Bright & Duggan Pty Ltd
Managing Agents for Plan No. 83633**

Miscellaneous - All Wet Areas (Plumbing)	\$1,350.00	\$409.20	\$504.00
TOTAL	\$55,829.00	\$58,948.00	\$67,494.00
Variation between 1st Tender and 2nd Tender +ADJUSTMENT	\$15,390.00	-\$38,829.00	
TOTAL EXCL. GST	\$707,571.00	\$809,527.81	\$829,474.00
GST	\$70,757.10	\$80,952.78	\$82,947.40
TOTAL PRICE FOR PROJECT (incl. GST)	\$778,328.10	\$890,480.59	\$912,421.40
HBCF Estimate + GST (Insurance Cost)	\$44,924.00	\$62,471.20	\$32,097.87
TOTAL CONTRACT PRICE	\$823,252.10	\$952,951.79	\$944,519.27
CONTINGENCY FUNDS (%) ^	15% on top of Contract price		
***RECOMMENDED TOTAL FUNDS TO BE RAISED ~	\$946,739.92	\$1,048,246.97	\$1,038,971.20
COMMENTS ON TENDERS			
Has the Tenderer provided a compliant tender?	YES	YES	YES
What is the probability of significant* variations?*	MEDIUM	LOW	LOW
Timeframe to commence Works	4-6 WEEKS	4 WEEKS	8 WEEKS
Timeframe to complete Works	24 WEEKS	16-18 WEEKS	16 WEEKS
<p>^ It is always prudent to prepare for any construction project to have a cost overrun of between 10-20%. This is particularly prudent for older Buildings. The Project Supervisor's role is to minimise variations where possible however, site conditions sometimes necessitate the need for additional works to be completed by the Builder which results in further costs to the Owners. All variations will go through an exhaustive assessment process and only after this has been completed will variations be presented to the Owners.</p> <p>~ We strongly recommend that the initial funding should be adequate to cover the most probable maximum cost of the Remedial Works. The benefit of this approach is to minimise the likelihood of having to raise Special Levies to complete the Remedial Works which could result in construction deadlines being delayed. At the completion of the Remedial Works, any surplus funds could be directed to the Capital Works Fund.</p> <p>* A significant variation is defined as a variation of more than 20% of the value of the original Contract ***Due to additional Works that are already proposed - We recommend that \$1,000,000 be set aside</p> <p>** It is difficult to fully anticipate possible variations to the Contract, as on-site conditions may present the requirement for variation, however, our long-standing experience within the construction industry allows us to reasonably predict the probability of variations based on the terms and conditions noted by the Tenderer in their Quote</p>			

\$906,907.72



Date: 26th June 2025
Quote Request: REB01049

Quote No: Q46774-5

To: The Owners - Strata Plan 83633
 208 Blaxland Road
 RYDE NSW 2112

C/: Remedial + Building Engineers
 Attention: Jessica Sjoblom
 Email: jessica@forresteng.com.au

Remedial and roof works tender

Area	Value
Remedial and roof works tender	\$707,571.00
Total	\$707,571.00
GST	\$70,757.10
Total Including GST	\$778,328.10

Additional cost: Home Building Compensation Fund (HBCF) \$40,840.00 +GST

HBCF is subject to all residential contracts over \$20,000 and is a statutory requirement.
 The HBCF amount is based on the above contract total. It is an estimate and can be subject to change.

- Quote as per site inspection
- Refer to the scope of works for inclusions and specification details
- Our quotation is valid for a period of 3 months from date of issue

Prepared By: Kevin Duffell
Email: kevin@rpd.net.au
Phone: 0427 487 474





Scope of Works

Remedial and roof works tender

\$707,571.00 + GST

Quote based on the following

Scope of works and tender schedule

Re -issue REV-2

Remedial + building engineers

SP 83633 (REF : RBE01049)

208 Blaxland road Ryde

Dated 17/6/2025

Tender schedule attached



Exclusions

The following items are excluded from our quotation:

- No allowance for council fees or permits
- No allowance for any structural repairs ie timber or masonry or steel
- No allowance for any latent conditions
- No allowance for any furniture , fixtures or personal items
- No allowance to remove or reinstate cupboards or cabinetry
- No allowance for any floor coverings
- No allowance for any electrical or plumbing items unless stated
- No allowance to remove or replace balcony balustrading
- No allowance for any hazardous materials

Plus all other items and areas not specifically listed for inclusion in this quote.

Additional Comments

In the bathroom works we have allowed to reinstate original fixtures and fittings except for the toilet pan and have allowed a PC sum of \$350 for a new pan

Design practitioner to be Remedial + building engineers

We note unit 8 not included in tender schedule

For the roof waterproofing works we propose the following Ardex waterproof membranes

Ardex WPM 150

Ardex WPM 185 granulated top finish

We have allowed for minor patch repairs, plus any specific repairs detailed within our scope of works and pricing. Any other major repairs identified throughout the project over and above what has been quoted on would be priced as a variation and provided for approval.



About Us

Robertson's: Trusted to deliver a better quality product - Established over 50 years ago, Robertson's is a family owned and operated company renowned in the painting and remedial building industry. Since our inception we have built a legacy of excellence, consistently delivering top quality services that have earned us an enviable reputation among our peers and clients alike. Recognised with multiple awards for our dedication to quality and customer service, our success is driven by a team of experienced professionals including painters, builders, project managers and support staff, all committed to achieving outstanding results with every project big or small.

No matter the size of the project we have you covered - Whether its painting or remedial building repairs or a combination of both, we have the right team for your project. From small one off jobs to large projects and on-going maintenance requirements. We collaborate closely with engineers and consultants to uphold Australian Standards and codes ensuring every aspect of our work meets rigorous quality and safety requirements.

- Member of the Master Builders Association
- Member of the Master Painters Association
- NSW Building Practitioner registration #BUP0001277
- Compliant with Australian Standards AS/NZS ISO 9001:2008
- CM3 Quality and Compliance - Qualified and registered
- Public Liability Insurance \$20M
- Home Building Compensation Fund (HBCF): up to \$18M and \$4M individual

Warranty

Painting services warranty: Robertson's provides a general 2 year workmanship warranty for painting services in compliance with Australian Standards, unless otherwise specified in our quotation. Warranties will not apply if the defect or damage is a result of other forces which are considered beyond the control of Robertson's - this may include but not limited to: Coating failure as a result of water penetration or ingress, coating failure as a result of rust or other oxidisation, coating failure as a result of settlement cracking or other structural movement, coating failure as a result of timber rot or other age related decay, coating failure as a result of pre-existing paint or other substrate delamination, damage from general wear and tear, fading of colours or changes in sheen level over time.

Remedial services warranty: Robertson's provide a general 6 year workmanship warranty for remedial building services in compliance with the NSW Home Building Act (1989), unless otherwise specified in our quotation. Warranties will not apply if the defect or damage is a result of other forces which are considered beyond the control of Robertson's - this may include but are not limited to: Structural movement, natural disasters, water ingress (not related to our works), pre-existing defects or conditions not part of the scope of works, later modifications or repairs to the work area after completion.

Terms and Conditions

The goods and or works identified in the quote are subject to the following terms and conditions:

Quotes are valid for a period of 3 months from the date of issue - unless otherwise stated on the quote.

For painting projects: All paint colours and finishes are to be confirmed in writing prior to commencement. Any changes during the project may be subject to a variation.

Work hours are generally from 7.00am to 4.00pm Monday to Friday (normal business hours) unless otherwise noted. Quotes are based on work being done during these business hours or at the Project Managers discretion. Additional charges may apply if work is required outside of 'normal business hours'.

The customer is expected to provide free of charge to Robertson's - electrical power, running water, parking and toilet facilities (where applicable) at the work site for the duration of the project.

Pre-existing toxic materials such as lead paints or asbestos particle containing materials, and any other latent conditions will be subject to additional costs and time to prepare or remove as appropriate unless otherwise stated in the quote. If toxic materials are uncovered during the works this will be a deemed variation.

Warranties provided by Robertson's in respect of the goods and or works will not apply to damage which is reasonably beyond the control of Robertson's. Warranty claims will be subject to investigation by a Robertson's representative. Warranties are also subject to manufacturers product care guidelines which is the responsibility of 'the customer' to uphold.

Payment terms shall be agreed and noted in the works contract. For projects where the fee is \$5,000 and above, late payment will be subject to an initial 5% penalty and interest charges of 3% per calendar month or as per terms listed in the works contract. If the client fails to make payment of any invoice when due, the customer will be responsible for all costs incurred by Robertson's in pursuing the debt, including legal costs on a full indemnity basis.

Robertson's may suspend or terminate the supply of goods or performance of works if the customer is at any time in breach of its obligations identified in the contract or these terms and conditions. Robertson's will not be liable to the customer for any damage or loss incurred as a result of such suspension or termination.

Unless otherwise stated in the quote, Robertson's will not be liable for the following:

- (a): approvals, consents, permits or licences from any authority or third party, including in relation to access to adjoining land;
- (b): liability for any claims arising out of or in connection with the goods and or works to the extent not caused or contributed to by Robertson's;
- (c): subject to liquidated damages unless specifically stated in the quote or contract.

Should any laws or regulations be introduced by any level of government resulting in new changes being introduced our invoices will be adjusted accordingly or any increases or decreases in cost associated with these changes.



If the customer or customer's representative fails to notify Robertson's within 14 days of the final invoice, payments cannot be withheld by the customer for reasons relating to defects or related issues.

If Robertson's is or will be delayed in completing the works by a delay beyond Robertson's reasonable control, the date the works are to be completed by will be extended by the duration of the delay.

Robertson's will affect and maintain the following insurances:

- (a): workers compensation insurance as required by law;
- (b): public and product liability insurance with a limit of indemnity not less than the amount of \$20 million for each claim and the aggregate which will be effected from the commencement date of the work and will be maintained until either of the termination or completion of works.

Robertson's is not liable for any consequential loss however caused, suffered or incurred by the customer in connection with the work or the quote. In this paragraph, the term 'consequential loss' means loss of profit, loss of revenue, loss of rent, loss of business opportunity, loss of anticipated savings, loss of goodwill, loss of business reputation, damage to credit rating and any direct or indirect financing costs, indirect losses, special losses or any other consequential loss, whether or not in the reasonable contemplation of the parties.

Proxy Appointment

Strata Schemes Management Act 2015

Approved form under: *Strata Schemes Management Act 2015 (Clause 26 (1) of Schedule 1)*

Date

I/We *[name(s)]*

the owners of lot *[address]*

In Strata Plan No. Appoint *[name of first appointee]*

Of *[first appointee's address]*

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).

I/We appoint *[second appointee's name]*

Of *[second appointee's address]*

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings) if the first appointee already holds the maximum number of proxies that may be accepted.

Period or number of meetings for which appointment of proxy has effect *[Tick OR tick and complete whichever applies below]:*

- 1 meeting *[please insert number]* meetings
- 1 month *[please insert number]* months
- 12 months 2 consecutive annual general meetings

(Note: The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings, whichever is the greater.)

[Tick and complete whichever applies below]:

- 1. This form authorises the proxy to vote on my/our behalf on all matters.**

OR

- 2. This form authorises the proxy to vote on my/our behalf on the following matters only:**
[Specify the matters and any limitations on the manner in which you want the proxy to vote; attach additional page/s if necessary.]

- 3. If a vote is taken on whether (the strata managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:**

I understand that, if the proxy already holds more than the permitted number of proxies, the proxy will not be permitted to vote on my/our behalf on any matters.

Signature of owner/s

X _____
Name <i>[print]:</i> <input style="width: 100%;" type="text"/>

X _____
Name <i>[print]:</i> <input style="width: 100%;" type="text"/>

NOTES ON APPOINTMENT OF PROXIES

1. This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before the first meeting in relation to which it is to operate (in any other case).
2. This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.
3. This proxy is valid for any general meetings held during the period (if any) specified on page 1 of this form. If no period is specified then this proxy ends after 12 months or two annual general meetings, whichever occurs later.
4. If a person holds more than the total number of proxies permissible, the person cannot vote using any additional proxies. The total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution are as follows:
 - (a) if the strata scheme has 20 lots or less, one,
 - (b) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
5. A provision of a contract for the sale of a lot in a strata scheme, or of any ancillary or related contract or arrangement, is void and unenforceable to the extent that it:
 - (a) requires the purchaser of a lot, or any other person, to cast a vote at a meeting of the owners corporation at the direction of another person, or
 - (b) requires the purchaser to give a proxy at the direction of another person for the purpose of voting at a meeting of the owners corporation (that is a person cannot rely on any such proxy to cast a vote as a proxy).

NOTES ON RIGHTS OF PROXIES TO VOTE

1. A duly appointed proxy:
 - (a) may vote on a show of hands (or by any other means approved by a general resolution at a meeting of the owners corporation), subject to any limitation in this form, or may demand a poll, and
 - (b) may vote in the person's own right if entitled to vote otherwise than as a proxy, and
 - (c) if appointed as a proxy for more than one person, may vote separately as a proxy in each case.
2. A proxy is not authorised to vote on a matter:
 - (a) if the person who appointed the proxy is present at the relevant meeting and personally votes on the matter, or
 - (b) so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a strata managing agent, building manager or on-site residential property manager, or
 - (c) if the right to vote on any such matter is limited by this form.

APPOINTMENT OF COMPANY NOMINEE

This form should be completed by a company that owns a strata lot and wants to appoint a nominee to act on its behalf and vote for it at meetings of the owners corporation (in accordance with section 154 of the *Strata Schemes Management Act 2015*)

Please return your completed form to the owners corporation c/- Bright & Duggan P/L, PO Box 281, Crows Nest NSW 1585. Email address: customercare@bright-duggan.com.au The name and address of the company nominee will be recorded in the strata roll and the nominee will then be able to vote at general meetings of the owners corporation.

1	Company name	
2	Company A.C.N	
3	Strata plan number	
4	Strata lot number	
5	Company address for the service of notices	
6	Company contact telephone number	
7	Name of the company nominee	
8	Company nominee address for the service of notices	
9	Company nominee contact telephone number	
10	If required by your company affix the company seal	

EXECUTED byin accordance with Section 127 of the *Corporations Act 2001* (CTH)

Signature

Signature

Name

Name

Designation

Designation

07 August 2025

The Owners - SP-83633
c/- Bright & Duggan - Head Office
PO Box 281
Crows Nest, New South Wales 1585

Dear Secretary

Your \$1,000,000.00 Multi Drawdown facility

We are pleased to propose a funding facility of \$1,000,000.00 for the purposes outlined in the enclosed documents. With this letter, please find the required documents for your consideration.

What you need to do

If you wish to pursue this facility, please print and execute the facility documents and return them, with schedules 1 and 2, to us within 60 days of the date of this letter (we may agree a longer period). You must also keep a copy of the executed documents and schedules for yourself.

Before returning any documents, please ensure that:

1. You have read and understood the Facility Agreement, the Terms and Conditions, the Information Statement and the Credit Guide;
2. You have considered and approved the proposed funding facility in accordance with all applicable rules and regulations;
3. You have passed the required resolutions at a general meeting and provided evidence of this general meeting in the form of Schedule 1, page 13, signed by the people authorised by the general meeting;
4. You have approved the levies which will permit you to meet your financial obligations under this Funding Facility over the life of the facility as and when they become due and payable and have issued notices to the owners in respect of the first such levy payment;
5. The Facility Agreement has been executed by affixing the common seal of the Owners Corporation in the presence of the authorised witnesses (page 12); and
6. You have completed the Direct Debit Request Form (Schedule 2, page 14).

Please return the completed and executed documents to:

Lannock Capital 2 Pty Ltd
Suite 18.01, Level 18
227 Elizabeth Street
Sydney NSW 2000

We will review your offer to borrow from us when you send the documents (and any other documents referred to in clause 4 that we request) to us. If we accept your offer, we will sign a copy of the Facility Agreement and notify you via email that your offer has been accepted. Subject to the terms of the facility, we will then lend to you each time you send us a completed Drawdown Instruction (Schedule 3, page 15).

What you need to know

If you are unsure about anything in the documents or about the rules and regulations you must comply with, you should seek independent legal advice before executing and returning any documents to us.

Yours faithfully



Paul Morton
CEO
Lannock Capital 2 Pty Ltd

Facility Agreement

Multi Drawdown Facility

\$1,000,000.00



1 Financial Table

1.1 Amount of Credit													
Amount of Credit	<p>The maximum amount of credit under this Funding Facility is \$1,000,000.00.</p> <p>The Amount of Credit may be increased from time to time by agreement between the Borrower and the Credit Provider provided such increase has been approved by a general meeting of the Borrower.</p>												
To whom it is to be paid	Each Advance will be paid to the Owners Corporation's bank account as specified in each Drawdown Instruction.												
1.2 Annual Percentage Rate													
Annual Percentage Rate	<p>The Annual Percentage Rate in relation to each Advance will be the Variable Rate.</p> <p>Variable Rate: The Variable Rate for an Advance will be the Strata Reference Rate that is applicable from time to time; plus the Variable Premium that is applicable at the time of the Advance for the Amount of Credit and the term of the Advance; plus a credit margin of 0.00%.</p> <p>The Variable Rate as at the Disclosure Date is:</p> <table border="1" data-bbox="411 1093 1406 1232"> <thead> <tr> <th>Term of Advance (years)</th> <th>1</th> <th>2</th> <th>3</th> <th>4</th> <th>5 or more</th> </tr> </thead> <tbody> <tr> <td>Variable Rate</td> <td>9.50%</td> <td>9.50%</td> <td>9.50%</td> <td>9.50%</td> <td>9.50%</td> </tr> </tbody> </table> <p>Strata Reference Rate: The Strata Reference Rate can be obtained by telephoning us during business hours. The Strata Reference Rate is an indicator rate that may vary daily in line with market and economic conditions.</p> <p>The Strata Reference Rate as at the Disclosure Date is 13.10%pa.</p>	Term of Advance (years)	1	2	3	4	5 or more	Variable Rate	9.50%	9.50%	9.50%	9.50%	9.50%
Term of Advance (years)	1	2	3	4	5 or more								
Variable Rate	9.50%	9.50%	9.50%	9.50%	9.50%								

1.3 Calculation of Interest Charges	
Maximum interest free period	There is no interest free period.
Method of calculation of interest charges	<p>We divide the Annual Percentage Rate that applies to each Advance by 365 to get a daily percentage rate.</p> <p>For each Advance, we calculate interest charges on a daily basis by applying the applicable daily percentage rate to the Daily Balance during the term of the Advance (except where the Default Rate applies to any amount included in a Daily Balance that has not been paid by its due date until it is paid).</p> <p>Interest is payable in arrears on each Payment Date for the period commencing on the previous Payment Date (or the Settlement Date for the first interest period) and ending on the day before the Payment Date (including both days).</p>
Frequency of interest charges	Monthly.
1.4 Total Amount of Interest Charges Payable	
Total amount of interest charges payable	Not ascertainable at the Disclosure Date. The interest charges payable for each Advance will depend on the amount, term and Annual Percentage Rate of each Advance.
1.5 Payments	
Amount of each Payment	<p>Not ascertainable at the Disclosure Date. The total of all Payments in relation to an Advance is the amount required to:</p> <p>(a) repay that Advance in full by Monthly instalments over the term selected by the Borrower in the Drawdown Instruction for that Advance; and</p> <p>(b) yield interest calculated daily on that portion of the Advance which is outstanding from time to time during that term at the applicable Annual Percentage Rate.</p> <p>The formula that is used to calculate monthly repayments is:</p> $PMT = [A \times i \times (1 + i)^n] / [(1 + i)^n - 1]$ <p>Where:</p> <p>PMT = the monthly payment for the Advance;</p> <p>A = the amount of the Advance;</p> <p>i = the monthly interest rate applicable to the Advance; and</p> <p>n = the remaining term of the Advance in months.</p> <p>The variables in this formula are reset and the monthly payment recalculated as appropriate to reflect any changes in the applicable Annual Percentage Rate.</p> <p>During an Interest Only Period, the amount of each Payment will be an amount equivalent to the interest calculated on that portion of the Advance which is outstanding from time to time during that month at the applicable Annual Percentage Rate.</p>

Number of Payments	Not ascertainable at the Disclosure Date. The number of Payments for each Advance will depend on the term selected by the Borrower for that Advance in the Drawdown Instruction, the Interest Only Period (if selected) and the frequency of Payments.
Total amount of Payments	Not ascertainable at the Disclosure Date. The total amount of Payments for each Advance will depend on the amount, term and Annual Percentage Rate applicable to that Advance and whether the Borrower requests an Interest Only Period.
When Payments are to be made	<p>(a) The first Payment for an Advance is due in the First month following the Settlement Date on either the same day as the Settlement Date in that month or the last day of that month, whichever occurs first.</p> <p>(b) Subsequent Payments for an Advance are due each following First month on either the same day as the first Payment Date in respect of that Advance in that month or the last day of the month, whichever occurs first, until all amounts payable in respect of the Advance have been paid in full.</p>
Frequency of Payments	Monthly for each Advance.

1.6 Credit Fees and Charges – payable as part of the Balance when debited to an Account

Fee / Charge	When Payable	Amount or Method of Calculation
1.6.1 Fees and charges		
Line fee	Monthly in advance from the day we advise the Borrower we have approved the Facility.	\$0.00
Loan approval fee	When we advise the Borrower we have approved the Facility.	\$600.00
Establishment fee	On the date of the first Advance.	\$0.00
Settlement fee	When the Borrower draws each Advance under the facility.	\$0.00
Audit certificate fee	When the Borrower requests us to provide information for the purposes of an audit of its accounts.	\$50.00
Document handling fee	When the Borrower requests us to provide copies of this Facility Agreement or any related document for any purpose or requests us to sign any document.	\$50.00
Document handling out of pocket expenses fee	When we pay or are required to pay these expenses.	The amount of all out-of-pocket expenses incurred by us for document handling.
Statement fee	When the Borrower requests us to provide an out-of-cycle or copy of a Statement	\$50.00 per statement

Valuation fee	When we pay or are required to pay this fee.	The amount which we reasonably incur or have to pay a valuer as a result of any matter relating to this Funding Facility or to a variation of this Funding Facility.
Legal costs and disbursements	When we pay or are required to pay these costs and disbursements.	The amount of legal costs and disbursements which we reasonably incur or have to pay our solicitors as a result of any matter relating to this Funding Facility, including a variation or discharge of this Funding Facility.
Non-scheduled settlement date fee	This fee is payable for each Advance made on a date other than a Preferred Settlement Date.	\$250.00
Direct Debit change of account fee	This fee will be debited to an Account when the Borrower advises us of changes in the Direct Debit arrangements.	\$50.00
Dishonour fee	This fee will be debited to an Account when an attempt by us to make a Direct Debit or receive a payment in any form is declined or dishonoured.	\$50.00
Arrears fee	This fee will be debited to an Account in respect of each Payment that is not made within 7 days of the relevant Payment Date: (a) on or after the 7th day after the relevant Payment Date; and (b) to the extent any amount remains unpaid, on or after the 7th day after each subsequent Payment Date.	\$50.00 (in addition to any interest which may accrue at the Default Rate)
Fee for extending the Availability Period	This fee is payable if the Borrower applies to extend the Availability Period and we approve the extension.	\$250.00
Early payment fee	This fee is payable by the Borrower at the same time that it makes an early Payment.	\$0.00
1.6.2 Total Credit Fees and Charges to the extent ascertainable		
Total Credit Fees and Charges	\$600.00. This amount is correct to the extent ascertainable at the Disclosure Date and is calculated on the assumption that the Borrower will make all Payments under this Funding Facility at the required times. Additional Credit Fees and Charges can become payable in the circumstances described above.	

1.7 Changes Affecting Interest, Payments and Credit Fees and Charges

We may change the Strata Reference Rate and/or the Variable Premium at any time without the Borrower's consent.

Any change to the Strata Reference Rate will affect the Variable Rate that applies in respect of all Advances including existing Advances.

We may change the amount of the Payments for an Advance that is subject to a Variable Rate at any time without the Borrower's consent. We will notify the Borrower of any such change in accordance with clause 15 of the Terms and Conditions.

1.8 Statements of Account

Frequency of statements	Quarterly or as agreed between you and us.
-------------------------	--

1.9 Default Rate

This Funding Facility is a contract under which a Default Rate of interest may be charged when payments are in default.

Default Rate	The Default Rate in relation to each Advance made under this Funding Facility will be the Annual Percentage Rate applicable to that Advance plus a margin of 4.00%pa. The Annual Percentage Rate is described in item 1.2 of this Financial Table.
--------------	--

How the Default Rate is applied	We calculate and apply interest on a daily basis at the Default Rate on any amount included in the Balance of an Account that has not been paid by its due date for the period from the due date to the date of payment of that amount.
---------------------------------	---

1.10 Enforcement Expenses

Enforcement expenses reasonably incurred by us may become payable by the Borrower under this Funding Facility in the event of a breach by the Borrower. The Borrower must pay all our reasonable costs and expenses in relation to the enforcement, attempted enforcement, protection or waiver of any of our rights.

1.11 Date of Disclosure

Disclosure Date	The information in this Facility Agreement is correct as at 07 August 2025.
-----------------	---

1.12 Other Information

This Facility Agreement does not contain all of the information the Borrower is required to be given before it enters into this Funding Facility. The rest of that information is contained in the Terms and Conditions, the Information Statement, the Credit Guide and the Direct Debit Request Service Agreement, copies of which are attached to this Facility Agreement.

1.13 Parties	
Borrower	The Owners - SP-83633, c/- Bright & Duggan - Head Office, PO Box 281, Crows Nest, New South Wales 1585
Credit Provider	Lannock Capital 2 Pty Ltd (ACN 153 391 283) of Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000.

2 Other Details

2.1 Purpose of Funding Facility	
Purpose of Funding Facility	The purpose of the Funding Facility is to assist the Borrower with working capital, to fund remedial works and to meet expenditure that it is permitted by law to incur.
Property	208-214 Blaxland Road, Ryde, NSW 2112

3 Special Expressions

Some words and expressions used in this Facility Agreement have special meanings. Those special meanings are in clause 1 of the Terms and Conditions. When a word or expression is used with a special meaning (except "us", "our" and "we"), it begins with a capital letter.

4 Special Conditions

The following special conditions apply to the Funding Facility:

- (a) You authorise us (or our agent) to make investigations on any matter about or related to your creditworthiness, including in relation to the purpose of the Funding Facility or the capacity of the Borrower to make Payments; including to contact any government agency, your Strata Manager, insurer, auditors, accountants, debt collection agents, consultants, contractors, advisers and lawyers. You authorise these parties to provide us with any information we request and you authorise us to receive information from them and to make copies of books and records. You certify that the information you provide and of which you are the author will be true and correct and you will tell us if you are aware that any other information is not correct. You authorise us to contact you and your members with information on our products and services. You agree that we may refer to the property and this funding in our marketing and promotions (including publishing images and text on our website and in newsletters and case studies). You agree to display (and authorise your contractor to display) one or more signs provided by us on any hoardings, fencing or walls advising that the works are funded by us.
- (b) You must (and you authorise any of your members and your Strata Manager to) provide us promptly upon our reasonable request prior to and during the term of any Advance:
 1. copies of your latest annual financial statements prepared in accordance with Legislation including details of levies and current levies in arrears;
 2. a copy of the certificate of title of the Property (if available) and any associated documents;
 3. copies of tax and other returns;
 4. copies of budgets and financial projections;

5. copies of valuation, architectural, engineering, building consulting and any other reports including but not limited to legal advice;
 6. copies of the notice of meeting, agenda or minutes of any general meeting or any Committee meeting which approves this Funding Facility;
 7. a Purchase Certificate - s184 (NSW) certificate on any of the lots and a copy of your constitution, bylaws and other constituent documents and any licence, lease or other agreement regarding occupancy or use of the Property;
 8. a copy of the current Strata Roll of current members of the corporation and their contact details including the lot number, unit entitlement, postal addresses, email addresses and phone numbers and those of any tenants or mortgagees;
 9. names and contact details of current Members of its Committee including postal addresses, email addresses and phone numbers;
 10. an insurer's certificate or other acceptable evidence of its building and other insurances;
 11. a copy of your policies and processes regarding levies in arrears including details of any specific actions underway;
 12. information about any litigation either past, current or pending involving the Borrower;
 13. a copy of any applications or representations by or against the Borrower to government bodies, tribunals and courts;
 14. a deposit form, statement or other evidence acceptable to us of its bank account details for direct payment;
 15. a copy of any agreement between the Borrower and any contractor or provider of capital works or services which are the subject of this funding;
 16. name, contact details and documents of appointment of or contract or agreement with its Strata Manager, management company, accountants, auditors, consultants, advisers and lawyer;
 17. a copy of the appointment and delegation of the Strata Manager; and
 18. a copy of your maintenance plan, sinking fund plan and/or capital budget.
- (c) You must, if we reasonably request, invite us to attend any general meeting or Committee meeting, where the meeting proposes to deal with this Funding Facility, delays or changes to the capital works, the levying of contributions, the taking out of a loan or any matter that may impact your ability to discharge its obligations under the Funding Facility including your ability to meet Payments.
- (d) You must not:
- (i) incur any financial indebtedness other than under this Funding Facility or in the ordinary course of the your day-to-day operations; or
 - (ii) provide security or allow any other encumbrance to exist over your assets (both personal and common), without our prior written consent; or
 - (iii) seek to terminate the strata scheme without our prior written consent.
 - (iv) seek to terminate the strata scheme without or prior written consent.
- (e) If any of your details or circumstances change, for whatever reason, you must give us written notice within 14 days of the change taking effect, including, without limitation, if:
- (i) the Borrower changes its name or address;
 - (ii) the Borrower changes its rules, bylaws or constituent documents or any other document in a manner which is material to this Funding Facility;
 - (iii) there is any change to the membership of the Committee or its office bearers;

- (iv) a new Strata Manager is appointed, an existing Strata Manager ceases to act or the Strata Manager's contact details change;
 - (v) the Property ceases to be insured as required by the Legislation;
 - (vi) any material detail in respect of the Property changes;
 - (vii) a notice of a general meeting to consider an application to a court or other body for termination of the strata scheme;
 - (viii) an application is made to a court or other body for termination of the strata scheme;
 - (ix) any Default occurs;
 - (x) the Borrower's ability to comply with its obligations under this Funding Facility is adversely affected; or
 - (xi) there is a material delay in the progress or a material change in scope or cost of the capital works which are the purpose of the funding.
- (f) If there is a proposal to amend any document in relation to the Borrower that is registered with a public authority, for whatever reason, you must give us written notice within 14 days of becoming aware of the proposal.
- (g) you represent and warrant that, as at the date of signing this Facility Agreement:
- (i) you have not granted security over any of your assets (including both personal and common property) other than those notified to us; and
 - (ii) the financial accounts (and any other financial information) provide an accurate reflection of your financial position.

A handwritten signature in black ink, appearing to be 'A. A.', written over a horizontal line.

Lannock Capital 2 Pty Ltd (ACN 153 391 283)
by an authorised officer

Date: 07 August 2025

Offer and Receipt

The Borrower has received a copy of this Facility Agreement, inclusive of the attached Terms and Conditions, the prescribed Information Statement, the Credit Guide and the Direct Debit Request Service Agreement. The Borrower agrees to the terms and conditions of, and offers to borrow from the Credit Provider under, this Facility Agreement.

IMPORTANT	
BEFORE THE BORROWER SIGNS	THINGS THE BORROWER MUST KNOW
<ul style="list-style-type: none"> • READ THIS CONTRACT DOCUMENT so that the Borrower knows exactly what contract it is entering into and what it will have to do under the contract. • The Borrower should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT THE PROPOSED CREDIT CONTRACT". • Fill in or cross out any blank spaces. • Get a copy of this contract document. • Do not sign this contract document if there is anything the Borrower does not understand. 	<ul style="list-style-type: none"> • The Borrower can withdraw this offer at any time before the Credit Provider accepts it. When the Credit Provider does accept it, the Borrower is bound by it. However, the Borrower may end the contract before it obtains credit by advising the Credit Provider in writing, but it will still be liable for any fees or charges already incurred. • The Borrower does not have to take out consumer credit insurance unless it wants to. • If the Borrower takes out insurance, the Credit Provider can not insist on any particular insurance company. • If this contract document says so, the Credit Provider can vary the annual percentage rate (the interest rate) and the repayments without the Borrower's consent. • If this contract document says so, the Credit Provider can charge a fee if the Borrower pays out its contract early.

Executed by the Borrower

THE COMMON SEAL of
The Owners - SP-83633
(the Borrower)
was affixed to this Facility Agreement
in the presence of:

Secretary
(or other person authorised by the Meeting)

Member
(or other person authorised by the Meeting)

Print Name:

Print Name:

Dated this.....day of.....20.....

Please note that the Terms and Conditions and prescribed notice should be attached to this Facility Agreement. If the Borrower has not received the Terms and Conditions or prescribed notice, it should ask for a copy by writing to Lannock Capital 2 Pty Limited (ACN 153 391 283), Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000.

The Borrower should keep the additional copies of this Facility Agreement, including the attached copies of the Terms and Conditions and prescribed notice, for its records.

Office Use Only: The Credit Provider accepts the Borrower's offer to borrow in accordance with the terms of the Facility Agreement	this.....day of.....20.....
	_____ Lannock Capital 2 Pty Ltd (ACN 153391283) by an authorised officer

Schedule 1

Certificate – General Meeting

To: Lannock Capital 2 Pty Limited (ACN 153 391 283)
 Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000

We hereby certify that at a duly convened meeting of the Members of The Owners - SP-83633 (the “**Owners Corporation**”) held on the ____ day of _____ 20__ the following resolutions were passed in accordance with all applicable rules and regulations affecting the Owners Corporation:

1. That the Owners Corporation enter into and execute a loan contract with Lannock Capital 2 Pty Limited (ACN 153 391 283) to fund the Owners Corporation’s obligations to meet working capital requirements, fund remediation works and to comply with its obligations under law (Loan Contract).
2. That the Owners Corporation’s seal be affixed to the loan contract in the presence of (strike out those which do not apply):
 - (a) Any two members of the executive Committee; or
 - (b) The Strata Manager and one member of the Committee; or
 - (c) The Strata Manager alone
3. That the Owners Corporation acknowledges the following things:
 - (a) a copy of the proposed Loan Contract, the terms and conditions, the information memorandum and a prescribed notice, was tabled at the meeting;
 - (b) the maximum amount of credit available under the Loan Contract is \$1,000,000.00 or such increased amount as approved by a subsequent General Meeting;
 - (c) Members of the Owners Corporation has the authority to approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the Loan Contract;
 - (d) the Owners Corporation acknowledges that it has sought such advice (including legal advice) as it believes appropriate prior to entering into the loan contract; and
 - (e) a drawdown instruction may be signed by (strike out those which do not apply):
 - I. Any two members of the executive Committee; or
 - II. The Strata Manager and one member of the Committee; or
 - III. The Strata Manager alone

Signed:

 Secretary
 (or other person authorised by the Meeting)

 Member
 (or other person authorised by the Meeting)

 Print name

 Print name

Dated this..... day of.....20.....

Schedule 2

Direct Debit Request Form

Owners Corporation's Authority

By signing this document on behalf of The Owners - SP-83633 (Borrower) we authorise the Credit Provider or its Agent Debit User Number 447531 (**Debit User**), to debit the Borrower's account detailed below, through the Bulk Electronic Clearing System, with any amount the Borrower must pay Lannock Capital 2 Pty Ltd (Credit Provider) when due under the arrangement the Borrower has entered into with the Credit Provider on or about the date of this Direct Debit Request (**Facility Agreement**). This Direct Debit Request is to remain in force until further notice in writing and is governed by the terms of the Bulk Electronic Clearing System and the Direct Debit Provisions of the Facility Agreement.

Details of the Borrower's Bank Account to be debited

Financial Institution Name: _____

Address: _____

Account Name: _____

BSB Number:				-				Account Number:									
-------------	--	--	--	---	--	--	--	-----------------	--	--	--	--	--	--	--	--	--

Borrower declaration

By signing this Direct Debit Request we declare that:

- this Direct Debit Request authorises the Credit Provider to verify the account details with the Borrower's financial institution and to instruct the Borrower's financial institution to debit its account as described above on its behalf;
- all information given to the Credit Provider is accurate and not misleading and we are aware that the Credit Provider is relying on it; and
- the Borrower will not alter the direct debit arrangements (including closing or changing the account described above) set out in this Direct Debit Request without notifying the Credit Provider at least 14 days prior to the next direct debit due date and making new direct debit arrangements on another account of the Borrower.

When signing this Direct Debit Request

- fill in or cross out any blank spaces;
- ensure that each required authorised signatory of the bank account signs this Direct Debit Request or a copy of this form; and
- do not sign this form if there is anything that you do not understand.

Authorised Signatory

Authorised Signatory

Print name

Print name

Dated / /

Dated / /

Schedule 3

Drawdown Instruction

/ /

Insert the date you are completing this Drawdown Instruction. Please note that a Drawdown Instruction must be received by us at least 5 Normal Working Days prior to the Settlement Date.

Lannock Capital 2 Pty Limited (ACN 153 391 283)
Suite 18.01, Level 18, 227 Elizabeth Street
SYDNEY NSW 2000

The Owners - SP-83633
c/- Bright & Duggan - Head Office
PO Box 281
Crows Nest New South Wales 1585

Please post this Drawdown Instruction to us – we require the original of this Drawdown Instruction before we can fund the Advance

To: Lannock Capital 2 Pty Ltd (Credit Provider)

Facility Agreement dated *(insert the date on which you signed the Facility Agreement)*

We refer to the Facility Agreement described above that the Owners Corporation has made with you. Terms and expressions defined in that agreement have the same meaning when used in this Drawdown Instruction.

We request an Advance as follows:

Amount of Advance	\$	<i>Insert the amount requested for this Advance – the aggregate principal component of all Advances after this Advance has been made must not exceed the Amount of Credit.</i>
Term of Advance	_____ year/s	<i>Insert the term for this Advance (from 1 to 15 years).</i>
Interest Only Period	_____ year/s	<i>If the Facility Agreement provides for an Interest Only Period and you would like to have an Interest Only Period for this Advance, insert the Interest Only Period for this Advance (Maximum 2 years).</i>
Settlement Date	<input type="checkbox"/> Next Preferred Settlement Date or	<i>Select Next Preferred Settlement Date (usually a Thursday each week) or insert your required date. Please note that if you select a date other than a Preferred Settlement Date you must give us at least 5 days' notice and you may be charged a fee.</i>
	<input type="checkbox"/> / /	

Please initial this page and sign the next page

**Need to contact Lannock?
Call 1300 85 15 85**

Drawdown Instruction page 1 of 2

Drawdown Instruction (continued)

We request you to disburse the proceeds of the Advance to our bank account as follows:

Owners Corporation Account Name	Corporation BSB	Corporation Account Number	Amount
			\$

We, the legally authorised representatives of the Borrower:

1. **certify** that the Advance is duly authorised by the Borrower;
2. **attach** a copy of each tax invoice that will be (or has been) paid or partly paid by application of the proceeds of the Advance;
3. **certify** that the Borrower has complied with all its obligations under the Funding Facility and no Event of Default under the Funding Facility has occurred (unless it has been remedied or waived by you);
4. **certify** that all representations and warranties made by the Borrower at or before the time of entering into the Funding Facility remain true, and the Borrower now repeats those representations and warranties for your benefit;
5. **certify** that since the passing of the resolution of members of the Borrower that approved the Funding Facility, there has been no resolution of members or the Committee of the Borrower that prohibits or restricts the giving of this Drawdown Instruction; and
6. **certify** that Borrower will only use the funds for expenses that the Owners Corporation is permitted to incur pursuant to the Facility Agreement.

We **note** that, once received by you, this Drawdown Instruction is irrevocable.

Signed by:

 Secretary
 (or other person authorised by the Meeting)

 Member
 (or other person authorised by the Meeting)

 Print name

 Print name

Dated / /

Dated / /

Please sign here and initial the first page.

**Need to contact Lannock?
 Call 1300 85 15 85**

This page must be signed by the authorised representatives of the Borrower.

Drawdown Instruction page 2 of 2

Schedule of Attachments

Attachment **"A"** – Terms and Conditions

Attachment **"B"** – Prescribed Notice

Attachment **"C"** – Credit Guide

Attachment **"D"** – Direct Debit Request Service Agreement

Attachment A

Terms and Conditions



Terms and Conditions

PLEASE NOTE: These Terms and Conditions do not contain all of the information the Borrower is required to be given before it enters into this Funding Facility. The rest of that information is contained in the Facility Agreement and the prescribed notice.

1 Interpretation

1.1 Words with special meanings

In this Funding Facility:

“Account” means any account we open in the name of the Borrower for the purposes of this Funding Facility.

“Advance” means an advance of a principal amount to the Borrower upon the receipt of a Drawdown Instruction.

“Amount of Credit” means the amount of credit specified in the Facility Agreement.

“Availability Period” means the period commencing on the Disclosure Date and ending on the Final Drawdown Date.

“Balance” means, at any one time, the difference between all amounts credited and all amounts debited to an Account.

“Borrower” means the borrower specified in the Facility Agreement.

“Committee” means the committee appointed in relation to the Borrower in accordance with the Legislation.

“Credit Fees and Charges” means the credit fees and charges set out in the Facility Agreement and any other fees and charges payable in connection with this Funding Facility but does not include:

- interest charges;
- Government Transaction Charges;
- enforcement expenses;
- any fee or charge that we are prohibited from charging the Borrower under any Law; or
- that part of a fee or charge that exceeds the amount that we may charge the Borrower consistently with any Law.

“Credit Legislation” means:

- the National Credit Code, enacted under Schedule 1 of the National Consumer Credit Protection Act 2009 (Cth), and that Code as amended from time to time;
- the National Consumer Credit Protection Regulations 2010 (Cth), and those Regulations as amended from time to time; and
- any other legislation that we notify to you as included in this definition.

“Credit Provider” means the person specified as the "Credit Provider" in the Facility Agreement.

“Daily Balance” means the Balance of an Account at 3.00pm on a day.

"Default" means an Event of Default or a Potential Event of Default.

"Direct Debit" means a payment made directly from an account in accordance with a Direct Debit Request Form.

"Direct Debit Request Form" means each direct payment request form the Borrower signs in relation to payments to be made under this Funding Facility in substantially the form of Schedule 2 of the Facility Agreement (unless otherwise agreed in writing by Credit Provider).

"Disclosure Date" means the disclosure date specified in the Facility Agreement.

"Drawdown Instruction" means a written request by the Borrower in accordance with clause 4 of these Terms and Conditions that an Advance be made under this Funding Facility;

"Event of Default" means any event specified in Clause 13.2.

"Facility Agreement" means the document titled "Facility Agreement" which details some of the terms and conditions on which the Borrower offers to the Credit Provider to enter into this Funding Facility.

"Final Drawdown Date" means the date 18 months after the Disclosure Date or such later date as we may agree under Clause 4.5.

"Funding Facility" means the contract the Borrower makes with us when we accept the Borrower's offer to borrow under the Facility Agreement. The Funding Facility comprises these Terms and Conditions and the Facility Agreement.

"Government Transaction Charges" means government charges and duties on receipts or withdrawals in respect of an Account or the Funding Facility whether or not the Borrower is primarily liable to pay those charges or duties, including (without limitation) debits tax.

"Insolvency Event" means, in relation to the Borrower, something that reasonably indicates that there is a significant risk that the Borrower can not, or will become unable to, pay its debts as they fall due. This includes each of the following:

- (a) the Borrower is liquidated or dissolved, or a step is taken to liquidate or dissolve the Borrower;
- (b) a liquidator or a provisional liquidator of the Borrower is appointed, or steps have been taken to appoint a liquidator including, but not limited to:
 - (i) an order or an application being made for its liquidation; or
 - (ii) an effective resolution being passed or meeting summoned or convened to consider a resolution for its liquidation;
- (c) the Borrower gives or attempts to give a creditor a preference or advantage over any other creditor;
- (d) a floating charge over any of the Borrower's assets or undertakings become fixed;
- (e) a security over any of the Borrower's assets or undertakings becomes enforceable or is enforced;
- (f) the Borrower enters or proposes to enter into any form of composition or arrangement with any of the Borrower's creditors;
- (g) the Borrower becomes subject to a deed of company arrangement;
- (h) execution or distress is levied against any of the Borrower's income or assets;
- (i) a notice is given to the Borrower that it is about to be struck off as a defunct or deregistered entity;
- (j) the Borrower is unable to pay its debts when due within the meaning of any law applicable to the Lender;

- (k) the Borrower takes a step to gain protection from any creditors, or are granted protection from any creditors, under any legislation, or a trustee or administrator is appointed to or in respect of the Borrower;
- (l) the Borrower becomes an insolvent under administration as defined in an applicable law;
- (m) an administrator or 'controller' (as defined in the Corporations Act 2001 (Cth)) is appointed, or any steps have been taken to appoint an administrator or 'controller', with respect to the Borrower or in relation to any of the Borrower's income, rights or assets;
- (n) it stops or suspends payment to all or a class of creditors generally; or
- (o) an analogous or equivalent event to any listed above occurs in any jurisdiction.

"Interest Only Period" means, in respect of an Advance, the term that Payments will be in the nature of interest only.

"Law" means common law, principles of equity and any enactment, proclamation, by-law or regulation passed by any government body or authority and includes any amendments, consolidations or replacements of them and all orders, ordinances, regulations, rules and by-laws made under them.

"Legislation" means the legislation governing the establishment and administration of strata title in the Borrower's State or Territory and is taken to include any regulations or subordinate legislation made under that legislation.

"Manager" means the person (if any) appointed by the Borrower to manage certain of its affairs under the Legislation.

"Market Disruption Event" occurs if the Borrower receives notification from the Credit Provider that, as a result of circumstances affecting financial markets, credit markets, the Credit Provider's source of funding or the economy, and whether or not those circumstances and their effect on the Credit Provider's cost of funds subsist on the date of this Funding Facility:

- (a) the cost to it of funding any Advance exceeds the Variable Rate; or
- (b) the Credit Provider is unable to fund or continue funding an Advance.

"Maximum Interest Only Period" means 2 year/s, unless we agree otherwise in writing.

"Maximum Term" means 15 year/s, unless we agree otherwise in writing.

"Minimum Term" means 1 year/s, unless we agree otherwise in writing.

"Normal Working Day" means a day on which banks and financial institutions are generally open for business in Sydney and the capital city in the Borrower's State or Territory.

"Payment" means each payment amount relating to an Advance, as determined in accordance with the method for calculating payments in the Facility Agreement.

"Payment Date" means a date on which a Payment is due to be made, as specified in the Facility Agreement.

"Potential Event of Default" means any thing which would become an Event of Default on the giving of notice (whether or not notice is actually given), the expiry of time, the satisfaction or non-satisfaction of any condition, or any combination of the above, provided that the Potential Event of Default is at the relevant time both objectively likely to occur and if it occurred would present a risk that is material to the Credit Provider in accordance with clause 13.2.

“Preferred Settlement Date” means a day or days each month specified by the Credit Provider as a preferred date for making Advances. Advances requested by the Borrower to be made on other days attract a fee.

“Property” means the property specified in the Facility Agreement.

“Purpose” means the purpose as described in Clause 2.1 of the Facility Agreement.

“Settlement Date” means a date when an Advance is made by us and is debited to an Account.

“Strata Reference Rate” means the strata reference rate referred to in the Facility Agreement. The Strata Reference Rate is an indicator lending rate determined by the Credit Provider. It may vary daily based on market and economic conditions.

“Terms and Conditions” means these terms and conditions, which detail some of the terms and conditions on which we offer to enter into this Funding Facility with the Borrower.

“Variable Premium” means, in respect of the amount and term of an Advance, the premium for that amount and term set out in Schedule 1, as amended by us from time to time. The Variable Premium applicable to an Advance will not change once that Advance has been made.

“Variable Rate” means the variable rate specified in the Facility Agreement.

“we” means the entity specified as the Credit Provider in the Facility Agreement and “us” and “our” and similar parts of speech have corresponding meanings.

“you” means the entity specified as the Borrower in the Facility Agreement and “your” and “you’re” and similar parts of speech have corresponding meanings.

1.2 General interpretation

In this Funding Facility:

- (a) the singular includes the plural and vice versa;
- (b) references to a document or agreement include all variations, novations or replacements;
- (c) references to any person include the person and any successors in title, assigns, transferees or executors of the person;
- (d) a reference to a person includes a natural person and a corporation;
- (e) a reference to the Credit Provider, “we”, “us”, “our” and other similar parts of speech with corresponding meanings includes any agents, managers, servicers or other persons we appoint from time to time in accordance with clause 17.1 to perform functions in respect of this Funding Facility;
- (f) where any word or expression has a special meaning, any other part of speech or other grammatical form of that word or expression has a corresponding meaning; and
- (g) headings are for convenience only and do not affect interpretation.

1.3 Capacity of the Credit Provider

In our absolute discretion, we may enter into this Funding Facility in our own right, in our capacity as the trustee of any trust, or both.

1.4 Limitation on trustee's liability

- (a) A liability arising under or in connection with this Funding Facility or any other document or agreement referred to in this Funding Facility (each such document a "**Relevant Document**") can be enforced against us only to the extent to which it can be satisfied out of property of the Trust out of which we are actually indemnified for the liability. This limitation of our liability applies despite any other provision of this Funding Facility (except clause 1.4(c) or any Relevant Document and extends to all our liabilities and obligations in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to any Relevant Document.
- (b) No person, including any party to this Funding Facility, may sue us in our personal capacity or seek the appointment of a liquidator, administrator, controller, receiver or similar person to us as Trustee or prove in any liquidation, administration or arrangement of or affecting us as Trustee.
- (c) The provisions of this clause 1.4 do not apply to any of our obligations or liability to the extent that it is not satisfied because under the trust deed or by operation of law there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence or breach of duty.
- (d) We are not obliged to enter into any commitment or obligation in addition to our obligations under any Relevant Document unless our liability is limited in a manner satisfactory to us in our absolute discretion.
- (e) All of the terms, clauses and conditions of this Funding Facility and each Relevant Document are subject to this clause 1.4.

1.5 Limit on our liability to the Borrower

- (a) We are not liable to the Borrower for any loss or damage concerning a transaction under this Funding Facility, unless caused by our fraud, willful default or gross negligence, or that of our officers, employees or agents. This is subject to clause 17.4.
- (b) We may act according to a request, direction or information that the Borrower gives or that we reasonably believe the Borrower gives. We are not liable for any loss or damage if we do this.
- (c) If we enter into this agreement as trustee of a trust, your rights against us and our liabilities under this Funding Facility are limited to the assets of the Trust.

1.6 Terms defined in legislation

Unless the context otherwise requires, words defined in the Legislation and/or the Credit Legislation have the same meaning when used in this Funding Facility.

1.7 Timing

Where the day on or by which any thing is to be done is not a Normal Working Day, that thing must be done on or by the next Normal Working Day.

1.8 Capacity of Borrower

By signing this Funding Facility, Direct Debit Request Form and / or Drawdown Instruction, the signatory of the Borrower holds themselves out to have full and proper authority to legally bind the Borrower on the terms set out in the relevant document.

2 Conditions to be satisfied before the Facility is made available

2.1 General conditions

We are not obliged to make any Advance under this Funding Facility unless we are satisfied that all of the following conditions have been met:

- (a) we have accepted the Borrower's offer to enter into this Funding Facility;
- (b) the Borrower has provided evidence satisfactory to the Credit Provider that its members:
 - (i) held a general meeting during which all documents comprising this Funding Facility, including the [Information Memorandum], were tabled and discussed by the members; and
 - (ii) passed a resolution in the appropriate form, and involving the approval of the requisite number of its members to make it binding, approving the following:
 - (A) the Amount of Credit to be provided by the Credit Provider;
 - (B) the Purpose;
 - (C) the raising of levies on an annual basis to meet any and all Payments as they become due and payable;
- (c) the Borrower demonstrates that the Property is insured, as required by the Legislation, by providing a certificate of currency to the Credit Provider;
- (d) the Borrower has supplied us with the Direct Debit Request Form as required by clause 10 of these Terms and Conditions;
- (e) the Borrower has delivered those of the documents set out in clause 4 of the Facility Agreement that have been requested by the Credit Provider;
- (f) the Borrower has delivered a duly authorised Drawdown Instruction in the prescribed form with all the documents that may be required by us from time to time to process the Drawdown Instruction; and
- (g) nothing has occurred to the Borrower or the Property since the Borrower applied for the Funding Facility which has or may have led or could lead to a material adverse change in the Borrower's financial position, the condition of the Property or the nature and scope of any works that would be required to be undertaken on the Property to rectify issues with it, and which is material to our decision as to whether to provide or continue to provide the Funding Facility.

2.2 When we may refuse to lend

We may refuse to make an Advance under this Funding Facility if, at any time:

- (a) there occurs any event or circumstance which in our reasonable opinion may detrimentally alter the Borrower's financial position or which may reduce the value of the Property, in either case to such a material extent that (acting reasonably) we would have rejected the application for lending if that default had occurred before our lending decision or which may materially impact completion of the Project;
- (b) we become aware of any non-disclosure of information by the Borrower or on its behalf or any circumstance which in our reasonable opinion is relevant to our approval of this Funding Facility and is of such materiality as to reasonably affect our lending decision;
- (c) we become aware that any statement or information provided by the Borrower is false, incomplete or cannot prudently be relied upon and is of such materiality as to reasonably affect our lending decision;
- (d) we (acting reasonably in respect of our legitimate interests as a lender) are not satisfied with any documents, materials or information provided to us in respect of the Borrower either at the time of making our decision or subsequent to that decision;
- (e) there is a disruption in credit markets that means we are unable to obtain funds under reasonably suitable terms and conditions;
- (f) the amount requested, in addition to the principal component of all the Borrower's Accounts under this Funding Facility, would exceed the Amount of Credit;

- (g) the Drawdown Instruction does not meet the requirements of this Funding Facility;
- (h) the Final Drawdown Date has passed and has not been extended by us;
- (i) a Market Disruption Event occurs;
- (j) a Default is subsisting; or
- (k) costs to complete the Purpose exceed the unused portion of the Amount of Credit, for so long as the associated cost overrun or cost to complete is not remedied to the Credit Provider's satisfaction.

2.3 Consequences of refusing to lend

If we refuse to lend, and that refusal is in accordance with our rights under this Facility Agreement, we will not be liable to the Borrower for any loss, damages or costs which it may incur or suffer as a result.

2.4 Increases in Credit Fees and Charges

If any of the fees or charges set out in the Facility Agreement which are government fees or government charges increase before a Settlement Date, then we need not lend until the Borrower agrees to change this Funding Facility to provide for it to pay the increased fees or charges.

3 Provisions applying to the Funding Facility

3.1 Opening an Account

The Borrower authorises us to open an Account in relation to each Advance to record transactions under this Funding Facility and to debit to those Accounts:

- (a) each amount we lend under the relevant Advance on the day we lend that amount; and
- (b) any other amount the Borrower must pay in respect of the Advance on the day it is due for payment.

3.2 Amount of Credit

The Amount of Credit may be increased from time to time by agreement between the Borrower and the Credit Provider provided such increase has been approved by a general meeting of the Borrower.

3.3 What the Borrower can borrow the Amount of Credit for

The Borrower may only use the Amount of Credit for the Purpose and not for any other purpose.

3.4 How the Borrower borrows under this Funding Facility

- (a) The Borrower borrows under this Funding Facility by submitting a Drawdown Instruction in accordance with clause 4 of these Terms and Conditions.
- (b) The proceeds of each Advance will be paid to the Owners Corporation bank account as specified in each Drawdown Instruction, for application and payment to the parties identified in the Drawdown Instruction and no other person.

3.5 Borrower's undertakings in relation to this Funding Facility

The Borrower undertakes to:

- (a) on an annual basis, raise levies to meet all Payments as they become due and payable in the following period; and
- (b) diligently pursue any outstanding levies including taking all action available to the Borrower to recover the outstanding levies in full.

4 Drawdown

4.1 Availability

An Advance may be made under this Funding Facility on any Normal Working Day during the Availability Period if:

- (a) the Credit Provider has received, not later than 5.00pm on the fifth Normal Working Day before the requested date of the Advance (or such later time as the Credit Provider may agree) a duly completed Drawdown Instruction; and
- (b) the Borrower has complied with all its obligations under the Funding Facility and no Default has occurred that has not been remedied or waived by the Credit Provider in writing.

4.2 Requirements of Drawdown Instructions

A Drawdown Instruction must:

- (a) be in the form annexed to the Facility Agreement as Schedule 3 or such other form as prescribed by the Credit Provider from time to time;
- (b) be signed by the authorised representatives of the Borrower as provided in Schedule 1 of this document;
- (c) specify:
 - (i) the requested date of the Advance;
 - (ii) the requested amount of the Advance;
 - (iii) the requested term of the Advance;
 - (iv) if an Interest Only Period is made available by us, the requested term of that Interest Only Period;
 - (v) that the Advance is within the permitted purpose of the Funding Facility as specified in clause 2 of the Facility Agreement;
 - (vi) that the Advance is duly authorised by the Borrower; and
 - (vii) such other details as are from time to time reasonably requested by the Credit Provider; and
- (d) be accompanied by:
 - (i) a copy of each tax invoice that has been paid or will be paid or partly-paid by the Advance ; and
 - (ii) such other documents as are from time to time reasonably requested by the Credit Provider.

4.3 Limitation of Drawdown Instructions

The Borrower will not make a Drawdown Instruction and the Credit Provider will not make an Advance if:

- (a) the amount of the requested Advance would, when added to the aggregate principal component of the Borrower's Accounts, exceed the Amount of Credit;
- (b) the Borrower has failed to raise levies or the Borrower has insufficient funds to make the Payments that will become due and payable under this document;
- (c) the requested date of the Advance is later than the Final Drawdown Date (as may be extended by the Credit Provider on request of the Borrower under clause 4.5);
- (d) the requested term of the Advance is greater than the Maximum Term;
- (e) the requested Interest Only Period (if made available by us) of the Advance is greater than half of the term of the Advance;
- (f) the Drawdown Instruction does not otherwise comply with this Funding Facility; or
- (g) a Default is subsisting.

4.4 Drawdown Instructions Irrevocable

A Drawdown Instruction that complies with clauses 4.1, 4.2 and 4.3 will be irrevocable after it is received by the Credit Provider.

4.5 Extension of Availability Period

- (a) The Borrower may request an extension of the Availability Period by notice given to the Credit Provider.
- (b) The Borrower must provide such information and documents as may reasonably be requested by the Credit Provider to enable it to assess any request for an extension of the Availability Period.
- (c) The Credit Provider may approve or refuse an application to extend the Availability Period at its discretion.
- (d) If a request to extend the Availability Period is approved, the Borrower must pay the fee for extending the Availability Period as specified in the Facility Agreement.

5 Annual Percentage Rate

The method for determining the Annual Percentage Rate in relation to each Account is specified in the Facility Agreement.

6 Calculation of Interest

6.1 Daily percentage rates

The method for determining the daily percentage rate in relation to each Account is specified in the Facility Agreement.

6.2 Calculation of interest charges

Subject to clauses 7.3 and 7.4, we calculate interest charges on a daily basis in the manner specified in the Facility Agreement.

6.3 Interest on judgments

If we have obtained a judgment for any amount the Borrower has not paid under this Funding Facility, interest charges will continue to be calculated on the amount of the judgment on a daily basis by applying the applicable Default Rate to the amount of the judgment until the Borrower pays it.

6.4 Credit balance

If on any day the Daily Balance of an Account is a credit balance, we will calculate interest charges payable by the Borrower on the basis that the Account has a zero Balance on that day. No interest will be payable by us to the Borrower in any circumstances.

7 Interest Charges

7.1 When we will debit interest charges

Interest charges will be debited to each Account in accordance with the Facility Agreement.

7.2 Other times we may debit interest charges

Interest charges may also be debited to an Account at the following times:

- (a) immediately before we credit to an Account a payment that equals or exceeds the Balance at that time;
- (b) on the day the last Payment for an Account is due; and/or
- (c) if the Balance has become due under clause 13 of these Terms and Conditions, once each month on a day we choose.

7.3 Effect of debiting of interest charges

Any interest charges debited to an Account become part of the Balance on which interest charges are calculated for that Account.

7.4 Calculation of interest charges to be debited

For each debit of interest charges, the amount debited will be the interest charges calculated in accordance with clause 7.2 for the period starting on the day interest charges were last debited and ending on the day before interest charges are to be debited (including each of those days).

8 Fees and Charges

8.1 Fees and charges the Borrower must pay

The fees and charges that the Borrower must pay under this Funding Facility are the Credit Fees and Charges and Government Transaction Charges set out in the Facility Agreement.

8.2 Debiting of fees and charges

The Borrower authorises us to charge the Credit Fees and Charges and the Government Transaction Charges that it must pay under this Funding Facility and to debit them to its Account/s.

8.3 Payment of fees and charges

When any Credit Fee or Charge is due, we may at our discretion invoice the Borrower or debit the Borrower's bank account or draw on the Facility for the amount of the fee or charge. Any delay by us in charging the fee or charge does not absolve the Borrower of the requirement to pay the fee or charge. The Borrower grants to us an irrevocable power of attorney to complete and execute such Drawdown Instructions and associated documents and authorises us do all things that may be required to effect a debit on the Borrower's bank account or a drawing under the Facility so that the Credit Fee or Charge is paid when due.

8.4 When the Borrower must pay fees and charges

The Borrower must pay the Credit Fees and Charges in accordance with the Facility Agreement. The Credit Fees and Charges must be paid to us, or as we may direct in writing.

8.5 Government Transaction Charges

When Government Transaction Charges are debited to an Account they become payable by the Borrower as part of the Balance of that Account.

8.6 Non-acceptance of offer or termination of Funding Facility

We may retain or require payment of any Credit Fees and Charges paid by the Borrower or incurred by us if the Borrower does not accept the Facility Agreement or this Funding Facility is terminated for any reason other than us exercising a discretion to terminate the Facility Agreement without cause in circumstances where there is no Market Disruption Event.

8.7 Approval fee

The Credit Fees and Charges set out in the Facility Agreement may include an approval fee.

8.8 Establishment fee

The Credit Fees and Charges set out in the Facility Agreement may include an establishment fee.

8.9 Arrears fee

Any arrears fee payable by the Borrower, as specified in Clause 1.6.1 of the Facility Agreement, will be in addition to any interest which may accrue at the Default Rate.

8.10 Valuation

The Borrower acknowledges and agrees that if an Event of Default occurs or if at any time in the reasonable assessment of the Credit Provider the Amount of Credit divided by the aggregate market value of the lots that comprise the strata scheme exceeds 15%, the Credit Provider may obtain a valuation of the Property at the cost of the Borrower who is required to pay the valuation fee in accordance with clause 1.6.1 of the Facility Agreement.

8.11 Enforcement expenses

The Borrower must pay all our reasonable costs and expenses in relation to the enforcement, attempted enforcement or protection of any of our rights, including if we subsequently waive those rights.

9 Statement of Account

9.1 What we can debit to an Account

We can debit to an Account any amount we lend to the Borrower and anything payable under this Funding Facility.

9.2 Effect of debiting of amounts

Any amount debited to an Account becomes part of the Balance on which we calculate interest charges.

9.3 When we will give statements of account

We will provide the Borrower with statements of account every 3 months or such other period as we agree.

10 Payments

10.1 Amount the Borrower owes us

The Borrower owes us and must pay the Balance and any other amount payable by it under this Funding Facility in accordance with this Funding Facility.

10.2 Payments

The Borrower must pay us the Payments set out in the Facility Agreement at the times specified in the Facility Agreement. However, in respect of a particular Account, it is not required to pay more than the Balance of that Account at any time.

10.3 Final Payment of an Account

On the day the last Payment is due for an Account, the Borrower must pay the Balance of that Account and all other amounts it owes in respect of that Account.

10.4 How the Borrower must make payments

Payments are to be made:

- (a) by Direct Debit from an Australian dollar denominated account at an Australian bank or financial institution designated by the Borrower (unless we agree in writing to some other method of payment);
- (b) in Australian dollars, and
- (c) to us or as we direct.

10.5 Direct Debit service agreement

10.5.1 The Borrower's Direct Debit obligations

The Borrower must:

- (a) ensure that the financial institution specified in the Direct Debit Request Form accepts and acts upon Direct Debits for the account specified in that form (direct debiting through BECS may not be available on all accounts);
- (b) ensure that the account details specified in the Direct Debit Request Form are correct (for example, by comparison to a recent statement from the Borrower's financial institution);
- (c) ensure there are sufficient clear funds available in the relevant account to meet each authorised Direct Debit on its due date;
- (d) advise us if the account specified in the Direct Debit Request Form is transferred or closed or the details change;
- (e) provide Direct Debit instructions for a new account if the account specified in the Direct Debit Request Form is closed or transferred; and
- (f) ensure that the Direct Debit Request Form is signed by the required signatories to the account specified.

If the Borrower is uncertain about anything, it should check with its financial institution before signing the Direct Debit Request Form.

10.5.2 The terms of the Borrower's Direct Debit arrangements

The Borrower agrees that we may debit from the account specified in the Direct Debit Request Form:

- (a) each Payment on the relevant Payment Date;
- (b) any amounts payable under this Funding Facility when they are due; and
- (c) such other amounts at such other times as authorised by the Borrower from time to time.

10.5.3 Variation or cancellation of Direct Debit arrangements

- (a) If the Borrower wishes to alter all or any part of the Direct Debit arrangements (for example, if the Borrower wishes to defer a payment or changes its bankers), it must give us at least 14 days' prior notice in writing. The Borrower must also ensure that suitable alternative Direct Debit arrangements are put in place in order for it to comply with its payment obligations under this Funding Facility.
- (b) If we wish to alter all or any part of the Direct Debit arrangements, we must give the Borrower at least 14 days' prior notice in writing.

10.5.4 Stopping Direct Debits

If the Borrower wishes to stop any Direct Debit or cancel a Direct Debit Request Form, it must give us or its financial institution at least 14 days' prior notice in writing.

10.5.5 Disputed Direct Debits

We have a customer claims process in place in case of disputed Direct Debits. The Borrower should contact the Credit Provider in the first instance if it has a complaint regarding the amount or timing of any Direct Debits under the Direct Debit Request Form. The contact details for the Credit Provider are set out in the Facility Agreement. Claims may also be directed to the Borrower's financial institution.

10.5.6 Debit days not Normal Working Days

If a Direct Debit is to be made from the account specified in the Direct Debit Request Form on a day that is not a Normal Working Day, that Direct Debit may be made on the next Normal Working Day. If the Borrower is uncertain about when a Direct Debit will be processed, it should check with its financial institution.

10.5.7 Dishonour by the Borrower's financial institution

If a Direct Debit we attempt is dishonoured, the Account will be adjusted and the Borrower must pay us any applicable Credit Fees and Charges.

10.5.8 Indemnity

Subject to clause 10.5.9, you indemnify us against all losses, costs, damages and liabilities that we suffer as a result of you breaching the Direct Debit provisions of this agreement or you providing us with an invalid or non-binding Direct Debit Request Form including, without limitation, legal costs and expenses on a full indemnity basis. This indemnity is a continuing obligation, separate and independent from your other obligations and survives termination of this agreement. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by this agreement. You must pay us any sum due under this clause fully without deduction or set-off (and irrespective of any counterclaim) whatsoever.

10.5.9 Exclusion from Indemnity

The indemnity you give under clause 10.5.8 does not extend to:

- (a) loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that we suffer or incur to the extent that it is caused by any mistake, fraud, negligence or wilful misconduct by us, our employees, or our agents; or
- (b) any loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that are not suffered or incurred reasonably by us, our employees or our agents.

10.5.10 Confidentiality

We will keep details of the account specified in any Direct Debit Request Form confidential except where:

- (a) required for the purposes of conducting Direct Debits with the Borrower's nominated financial institution (for example, we may need to provide this information to a sponsor in connection with a claim made on it relating to an alleged incorrect or wrongful debit);
- (b) we receive the Borrower's permission to release those details; or
- (c) we are required to disclose such details by Law.

10.6 When the Borrower gets credit

We do not treat a payment as made until we credit it to an Account.

10.7 How we apply payments

We can apply any payment or other credit to any amount the Borrower owes under this Funding Facility in any order we determine.

10.8 Effect of numerous Accounts or other credit contracts

If the Borrower has numerous Accounts or more than one credit contract with us and it makes a payment without telling us in writing how the payment is to be applied, we can apply it to any one or more of the Accounts and/or credit contracts in any way we determine.

10.9 No set-off or counterclaim

All payments made by the Borrower under this Funding Facility must, to the extent permitted by Law, be free of any set-off or counterclaim.

11 Waiving our Rights

We can waive any of our rights under this Funding Facility.

12 Early Payment

You may make an early payment if:

- (a) The amount of any individual early payment is greater than \$25,000.00, or
- (b) The amount is equal to the whole of the Balance of an Account.

If you repay the whole of the Balance of an Account, you must also pay interest charges calculated to (but excluding) and debited on the date of Payment plus any applicable Credit Fees and Charges, including the early payment fee provided for in the Facility Agreement.

Payments of any other amounts will, in our absolute discretion, either be retained but not credited to the Account until it becomes payable under this Funding Facility or refunded. We will inform you promptly after becoming aware that a Payment has been made early.

13 Default

13.1 Default Rate may apply

A Default Rate of interest may be charged under this Funding Facility when payments are in default. The Default Rate will be imposed only in respect of the amount of the payment in default and while the default continues.

13.2 When the Borrower will be in default

The Borrower will be in default under this Funding Facility if:

- (a) it does not pay any amount payable under this Funding Facility by its due date for payment and does not remedy the default within 7 days of the due date or such longer period agreed by us;
- (b) the Borrower terminates or varies, or steps are taken to terminate or vary, the strata scheme including, without limitation, a meeting being called by the members of the Borrower for that purpose, resolutions being passed to effect such variation or termination, or an application being made for the relevant court order;
- (c) it fails to provide information reasonably required by us for the purposes of the Funding Facility and does not remedy the default within 7 days of the due date or such longer period agreed by us;
- (d) the members of the Borrower pass a resolution which reduces the amount of levy payments previously approved to meet the financial obligations of the Borrower under this Funding Facility without our prior written consent;
- (e) it breaches any other material provision of this Funding Facility;
- (f) it uses the proceeds of an Advance under the Funding Facility for anything other than the Purpose;
- (g) the assets of the Borrower or the Property are dealt with, without our consent, in breach of this Funding Facility;
- (h) it is in default under any other credit contract it has entered into with us;
- (i) it ceases to comply with the requirements of any Law or any requirement of a statutory authority or any requirements on the Borrower, including in relation to insurance of the Property;
- (j) a material number of lot owners, being no less than 25% of the total number of lot owners, are more than 30 days in arrears in paying their levies as they become due and payable and this is not remedied within 60 days;
- (k) any event or series of events results in the property of Borrower's strata scheme not being habitable or which is otherwise likely, in the reasonable opinion of the Credit Provider, to affect the lot owners' ability or willingness to pay levies already approved;

- (l) we believe on reasonable grounds that we were induced by fraud by the Borrower or by a person for whom the Borrower is responsible to enter this Funding Facility or the Borrower gives us information or makes a representation or warranty to us which is materially incorrect or misleading (including by omission);
- (m) a security interest it has given is enforced;
- (n) a judgment for an amount owing by it is obtained from a Court and not satisfied within fourteen days;
- (o) an Insolvency Event occurs;
- (p) enforcement proceedings are taken against the Borrower or its assets, by another creditor for an amount in excess of \$5,000.00 times the number of lots in the Property and the proceedings are not stayed or dismissed within 14 days of the proceedings commencing;
- (q) a cost overrun occurs, or the cost to complete exceeds, and continues to exceed, the unused portion of the Amount of Credit t, for so long as that Cost Overrun or Cost to Complete is not remedied to the credit provider's satisfaction;
- (r) there is a delay in works greater than 30 days, whether caused by contractors, extraneous circumstances or due to request by the Borrower; or
- (s) all or any part of the Property is compulsorily acquired by or by order of any government or governmental, semi-governmental or judicial entity or authority or under any Law;

provided however, than an event under this clause 13.2 that does not relate to the failure by the Borrower to pay money to us is not taken to be default unless it presents a risk which is material to us, which will only be the case if the event by its nature is material, or we reasonably consider the event has had, or is likely to have, a material impact on:

- (i) the Borrower's ability to meet its financial obligations to us (or our ability to assess this); or
- (ii) our legal or reputational risk.

13.3 Effect of default

If the Borrower is in default under clause 13.2, and either:

(A) If the default can be remedied:

- (i) The Credit Provider has given the Borrower a written notice stating what the default is and requesting the Borrower remedy the default; and
- (ii) The Borrower has not remedied the default within 30 days (or such longer period required by Law or allowed in the notice) of receipt of the notice, or if it has been remedied in that period but a further default of the same kind has occurred in that period and is continuing at the end of that period; or

(B) If in the reasonable opinion of the Credit Provider, the default cannot be remedied and the Credit Provider has given the Borrower a notice stating what the default is, then we may do any or all of the following:

- (a) make the Balance of all the Borrower's Accounts and any other amount payable by the Borrower under this Funding Facility immediately due and payable;
- (b) cancel any obligation we have to provide any further Advances under this Funding Facility; and
- (c) exercise any and all of our rights under this Funding Facility.

13.4 When Balance is due

We do not need to give the Borrower notice that the Balance of any Account or any other amount payable by it under this Funding Facility is immediately due and payable.

13.5 Enforcement expenses

Enforcement expenses may become payable under this Funding Facility in the event of a breach. To the extent permitted by Law, enforcement expenses include, but are not limited to, those reasonably incurred in using our staff and facilities or engaging external service providers.

13.6 When the Borrower must pay enforcement expenses

The Borrower must pay us all reasonable enforcement expenses we incur or expend in exercising our rights under this Funding Facility resulting from any default of the Borrower unless caused by our fraud, willful default or gross negligence or that of our officers, employees or agents. We may debit these amounts to any of the Borrower's Accounts and they are payable when they are debited.

13.7 Indemnities

The Borrower shall indemnify us against any cost, expense, loss or liability (including legal fees) reasonably incurred by us as a result of or in connection with:

- (a) the Borrower being in default; or
- (b) investigations we carry out because we reasonably believe the Borrower is in default; or
- (c) any enquiry, investigations, claims, subpoena (or similar order) or litigation with respect to the Borrower or with respect to the transactions contemplated or financed under this Funding Facility; or
- (d) any action which we may need to take (acting reasonably) to exercise or preserve any of our rights, powers or remedies under this Funding Facility.

13.8 Exclusion from Indemnity

The indemnity you give under clause 13.7 does not extend to:

- (a) loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that we suffer or incur to the extent that it is caused by any mistake, fraud, negligence or wilful misconduct by us, our employees, or our agents; or
- (b) any loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and costs and expenses (including legal expenses) that are not suffered or incurred reasonably by us, our employees or our agents.

14 Certificates about this Funding Facility

14.1 Certificates issued on the Borrower's behalf

We may rely on any statement made or instruction given by a member of the Borrower's Committee or the Manager.

15 Changes and Notices

15.1 Changes to interest rates

(a) We may change the Strata Reference Rate and/or the Variable Premium at any time without the Borrower's consent. In doing so we must act reasonably and in accordance with our legitimate business interests. Changes to the Strata Reference Rate will be made in response to changes in our costs of operating our business, including wholesale funding costs, and will apply equally to all loans affected by our Strata Reference Rate. Changes to the Variable Premium may be specific to the Borrower's circumstances but will be based on objective matters concerning our risk in lending to the Borrower. Any change to the Strata Reference Rate will affect the Variable Rate that applies in respect of all Advances including existing Advances. Any change to the Variable Premium will affect the Variable Rate in respect of all Advances made after the change has taken effect.

To the extent any change referred to in clause 15.1(a) affects an obligation of the Borrower at the time we make the change, we will notify the Borrower:

- (i) if we increase the Strata Reference Rate, in writing or in any other way the Law allows no later than the day on which the change takes effect; and
- (ii) if we reduce the Strata Reference Rate, before or when we send the Borrower the next statement of account after the change takes effect.

15.2 Changes to Payments

We may change the amount of the Payments without the Borrower's consent. If a change increases the amount of the Payments, we must notify the Borrower not later than 20 days before that change takes effect. If a change reduces the amount of the Payments, we will notify the Borrower before or when we send the Borrower the next statement of account after the change takes effect. Usually, we would do so in response to a change to interest rates, a change to our internal systems, or to ensure that each Advance and associated interest, fees and charges will be repaid by the relevant Payment Date.

15.3 Notices

We can give any notice or other document to the Borrower at the address it nominates to us or in any other way the Law allows. We may assume that the address of the Property is the Borrower's address for notices.

16 Governing Law

16.1 Choice of Law

This Funding Facility is subject to the Laws of the Australian State or Territory in which the Property is situated.

16.2 Submission to jurisdiction

The Borrower submits to the jurisdiction of the courts of the Australian State or Territory whose Laws apply to this Funding Facility and the proper jurisdiction of any other court.

17 General

17.1 Appointment of agents and others

- (a) We may at any time appoint persons to act as our agent, manager, servicer, custodian or in other any other capacity to perform similar or identical functions.
- (b) All exemptions or limits on liability and all indemnities under this Funding Facility that apply to us also apply to protect any agent, manager, servicer, custodian or other person appointed under clause 17.1(a) and their employees.

17.2 Assignment

- (a) We may assign our rights under this Funding Facility at any time without obtaining the Borrower's consent or notifying the Borrower.
- (b) The Borrower must not transfer or assign any of its rights and obligations under this Funding Facility without the prior written consent of the Credit Provider.

17.3 Consistency with Laws

This Funding Facility is to be read and interpreted as consistent with all Laws and if any provision of this Funding Facility is invalid or unenforceable in whole or in part, the rest of this Funding Facility will remain valid and enforceable.

17.4 Credit Legislation

- (a) This clause 17.4 applies only to the extent this agreement is regulated by the Credit Legislation.
- (b) This Funding Facility does not:
 - (i) exclude, modify or restrict any rights or duty given to, or imposed on, us or the Borrower under the Credit Legislation;
 - (ii) require the Borrower to perform an obligation that is prohibited by the Credit Legislation; or
 - (iii) give us any right which is prohibited by the Credit Legislation,

but if a term has this effect, then the term is limited or severed or both to the extent it has that effect.

17.5 Variations

- (a) Except as provided for in Clause 15 of these Terms and Conditions and Clause 1.1 of the Facility Agreement (Amount of Credit), a variation of any term of this Funding Facility must be in writing and signed by the parties; and
- (b) Our powers are cumulative and do not exclude any other right, power, authority, discretion or remedy of the Credit Provider.

17.6 Waivers

No failure to exercise and no delay in exercising any of our powers operates as a waiver. No waiver of a power is effective unless made in writing.

Schedule 1 – Variable Premium as at the Disclosure Date

Term of Advance (years)	1	2	3	4	5 or more
Variable Premium	-3.60%	-3.60%	-3.60%	-3.60%	-3.60%



Lannock
STRATA FINANCE

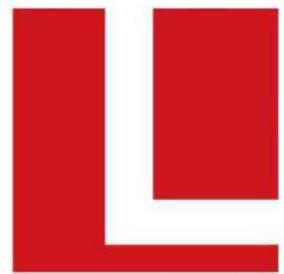
Suite 18.01, Level 18
227 Elizabeth Street
Sydney NSW 2000

Lannock Capital 2 Pty Ltd
ABN 44 153 391 283
Australian Credit Licence Number: 412905

Attachment B

Information Statement

Prescribed Notice



Information Statement

THINGS YOU SHOULD KNOW ABOUT THE PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of The Owners - SP-83633 (the "Borrower") and its Credit Provider. It does not state the terms and conditions of the contract.

If you have any concerns about the contract, contact the Credit Provider and, if you still have concerns, the Financial Ombudsman Service, or get legal advice.

The Contract

1 How can the Borrower get details of the proposed credit contract?

The Credit Provider must give the Borrower a precontractual statement containing certain information about the contract. The precontractual statement, and this document, must be given to the Borrower before:

- the contract is entered into; or
- the Borrower makes an offer to enter into the contract;

whichever happens first. The precontractual statement is contained in the Facility Agreement.

2 How can the Borrower get a copy of the final contract?

If the contract document is to be signed by the Borrower and returned to the Credit Provider, the Borrower must be given a copy to keep.

Also, the Credit Provider must give the Borrower a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the Credit Provider has previously given the Borrower a copy of the contract document to keep.

If you want another copy of the contract, write to the Credit Provider and ask for one. The Credit Provider may charge you a fee. The Credit Provider has to give the Borrower a copy:

- within 14 days of a written request if the original contract came into existence 1 year or less before the request; or
- otherwise within 30 days of a written request.

3 Can the Borrower terminate the contract?

Yes. The Borrower can terminate the contract by writing to the Credit Provider so long as it has not obtained any credit under the contract. However, the Borrower will still have to pay any fees or charges incurred before it terminates the contract.

4 Can the Borrower pay the credit contract out early?

Yes. The Borrower can pay the Credit Provider the amount required to pay out the credit contract on the day it wishes to end the contract.

5 How can the Borrower find out the pay out figure?

The Borrower can write to the Credit Provider at any time and ask for a statement of the pay out figure as at any date it specifies. It can also ask for details of how the amount is made up.

The Credit Provider must give the Borrower a statement within 7 days after it gives a request to the Credit Provider. The Borrower may be charged a fee for the statement.

6 Will the Borrower pay less interest if it pays out the contract early?

Yes. The interest the Borrower can be charged depends on the actual time money is owing. However, it may have to pay an early termination fee (if the contract permits the Credit Provider to charge one) and other fees.

7 Can the contract be changed by the Credit Provider?

Yes, but only if the contract says so.

8 Will the Borrower be told in advance if the Credit Provider is going to make a change in the contract?

That depends on the type of change. For example:

- the Borrower will get at least same day notice for a change to the annual percentage rate. That notice will be a written notice to the Borrower, or a notice published in a newspaper.
- the Borrower will get 20 days advance written notice for:
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by the Credit Provider;
- except where the change reduces what the Borrower has to pay or the change happens automatically under the contract.

9 Is there anything the Borrower can do if it thinks that the contract is unjust?

Yes. The Borrower should first talk to the Credit Provider. Discuss the matter and see if some arrangement can be come to.

If that is not successful, the Borrower may contact the AFCA scheme. The AFCA scheme is a free service established to provide the Borrower with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at

Telephone: **1800 931 678 (free call)**
Website: www.afca.org.au
Email: info@afca.org.au
In writing to: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001 Australia

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on **1300 300 630** or through ASIC's website at <http://www.asic.gov.au>.

10 What does the Borrower do if it cannot make a payment?

Get in touch with the Credit Provider immediately. Discuss the matter and see if it can come to some arrangement. The Borrower can ask the Credit Provider to change the contract in a number of ways, for example:

- to extend the term of the contract and reduce the amount of each payment due under the account accordingly (without a change being made to the annual percentage rate or rates);
- extend the period of the contract and postpone during a specific period the dates on which payments are due under the contract (without a change being made to the annual percentage rate or rates); or
- postpone during a specified period the dates on which payments are due under the contract (without a change being made to the annual percentage rate or rates).

If the Borrower makes an application, the Credit Provider must, within 21 days after the day of receiving the application, give the Borrower a written notice that states whether or not the Credit Provider agrees to the changes. If the Credit Provider agrees, further written notice will be given within 30 days setting out the changes to the terms of the contract. If the Credit Provider does not agree to the changes it must inform the Borrower the reasons for not agreeing.

The borrower may contact the Credit Provider's external dispute resolution scheme:

Telephone: **1800 931 678 (free call)**
Website: www.afca.org.au
Email: info@afca.org.au
In writing to: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001 Australia

The Australian Securities and Investments Commission (ASIC) also has an information line: **1300 300 630**. You can use this number to make a complaint and obtain further information about your rights.

11 What if the Credit Provider and the Borrower can not agree on a suitable arrangement?

If the Credit Provider refuses the Borrower's request to change the repayments, the Borrower can ask the Credit Provider to review this decision if the Borrower thinks it is wrong. If the Credit Provider still refuses the Borrower's request, the Borrower you can complain to the AFCA scheme. Further details about this scheme are set out below in question 13.

12 Can the Credit Provider take action against the Borrower?

Yes, if the Borrower is in default under the contract. But the law says that the Borrower can not be unduly harassed or threatened for repayments. If the Borrower thinks it is being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

13 Does the Borrower have any other rights and obligations?

Yes. The law will give the Borrower other rights and obligations. The Borrower should also READ THE CONTRACT carefully.

IF THE BORROWER HAS ANY COMPLAINTS ABOUT THE CREDIT CONTRACT, OR WANTS MORE INFORMATION, CONTACT THE CREDIT PROVIDER. THE BORROWER MUST ATTEMPT TO RESOLVE THE COMPLAINT WITH THE CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF THE BORROWER HAS A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO THE CREDIT PROVIDER THE BORROWER CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE THE BORROWER WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT:

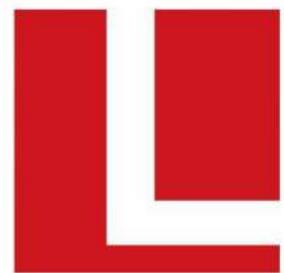
TELEPHONE: 1800 931 678 (FREE CALL)
WEBSITE: WWW.AFCA.ORG.AU
EMAIL: INFO@AFCA.ORG.AU
IN WRITING TO: AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY
GPO BOX 3,
MELBOURNE VIC 3001 AUSTRALIA

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION (ASIC) ALSO HAS AN INFORMATION LINE: 1300 300 630. YOU CAN USE THIS NUMBER TO OBTAIN FURTHER INFORMATION ABOUT YOUR RIGHTS.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Attachment C

Credit Guide



Lannock Capital 2 Pty Ltd Credit Guide September 2012

Lannock Capital 2 Pty Ltd (we or us) provides in this Credit Guide information relevant to the following types of credit provided by us to strata titled corporations:

- Multi Drawdown Facility
- Insurance Premium Funding

This type of credit is referred to below as a Multi Drawdown Facility.

Inquiries, verification and assessments

Prior to providing to the corporation any Multi Drawdown Facility, we will:

- Make inquiries about the corporation requirements and objectives in relation to the Multi Drawdown Facility and the corporation's financial situation;
- Take steps to verify the information you provide regarding the corporation's financial situation; and
- Make an assessment on whether the Multi Drawdown Facility is not suitable for the corporation.

The Multi Drawdown Facility will be assessed as unsuitable for you if:

- It will not meet the corporation's requirements or objectives;
- It is likely the corporation will not be able to comply with the resulting financial obligations; or
- It is likely the corporation would only be able to comply with the resulting financial obligations with substantial hardship.

Lannock Capital 2 Pty Ltd is prohibited by law from providing a Multi Drawdown Facility if it is assessed to be unsuitable for you.

It is therefore important that all the information you provide is complete and accurate.

If you request a copy of the assessment made in relation to the Multi Drawdown Facility which the corporation has applied for or which has been provided to the corporation, Lannock Capital 2 Pty Ltd is required by law to provide that copy without charge:

- Prior to entering into the contract with the corporation for the Multi Drawdown Facility, if the copy is requested prior to the contract being entered into;
- Within 7 business days, if the copy is requested within 2 years of the day on which the contract for the Multi Drawdown Facility is made; or
- Within 21 business days, if the copy is requested more than 2 years, but within 7 years, of the day on which the contract for the Multi Drawdown Facility is made

If you have a problem or dispute

(a) Our service commitment

We are committed to providing our customers with the best customer service experience. Resolution of problems is a priority for us. If at any time our service does not meet your expectations we would like you to let us know.

(b) How to contact us about a problem or dispute

There are a number of ways to contact us:

Telephone the office on: **(02) 9357 5371**
Email us at: clientservices@lannock.com.au
Mail: Customer Relations
Lannock Capital 2 Pty Ltd
Suite 18.01, Level 18, 227 Elizabeth Street
Sydney NSW 2000

(c) How will the corporation's complaint be handled?

If we cannot solve your problem on the spot, we will let you know within 48 hours who is handling your complaint and how long it is likely to take for it to be resolved. We aim to resolve all complains within 5 business days. If this is not possible we will keep you informed of our progress.

If your complaint cannot be resolved promptly, our office will take responsibility and work with you to resolve the matter.

(d) What to do if you feel your complaint has not been resolved

If you remain dissatisfied with the outcome and you would like an independent review of the complaint and the result, you can refer your complaint to the AFCA scheme.

The AFCA scheme is a free service established to provide the Borrower with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at:

Telephone: **1800 931 678 (free call)**
Website: www.afca.org.au
Email: info@afca.org.au
In writing to: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001 Australia

You can also contact ASIC, the regulator, for information on **1300 300 630**. You can use this Information Line to make a complaint and obtain further information about your rights.



Lannock
STRATA FINANCE

Suite 18.01, Level 18
227 Elizabeth Street
Sydney NSW 2000

Lannock Capital 2 Pty Ltd
ABN 44 153 391 283
Australian Credit Licence Number: 412905

Attachment D

Direct Debit Request
Service Agreement



Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with **Perpetual Corporate Trust Limited ACF Lannock Capital 2 Pty Ltd User Id 507418 or 447531 ABN 44 153 391 283**. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

Definitions	<p>account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.</p> <p>agreement means this Direct Debit Request Service Agreement between you and us.</p> <p>banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>debit day means the day that payment by you to us is due.</p> <p>debit payment means a particular transaction where a debit is made.</p> <p>direct debit request means the Direct Debit Request between us and you.</p> <p>us or we means Perpetual Corporate Trust Limited ACF Lannock Capital 2 Pty Ltd User Id 507418 or 447531 ABN 44 153 391 283 you have authorised by requesting a Direct Debit Request.</p> <p>you means the customer who has signed or authorised by other means the Direct Debit Request.</p> <p>your financial institution means the financial institution nominated by you on the DDR at which the account is maintained.</p>
1. Debiting your account	<p>1.1 By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.</p> <p>1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.</p> <p>or</p> <p>We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.</p> <p>1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.</p>
2. Amendments by us	<p>2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.</p>

<p>3. Amendments by you</p>	<p>You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least 14 days notification by writing to: Lannock Capital 2 Pty Ltd Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000 or by telephoning us on 02 9357 5371 during business hours or arranging it through your own financial institution, which is required to act promptly on your instructions.</p> <p>*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us Lannock Capital 2 Pty Ltd of your new account details.</p>
<p>4. Your obligations</p>	<p>4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.</p> <p>4.2 If there are insufficient clear funds in your account to meet a debit payment:</p> <ul style="list-style-type: none"> (a) you may be charged a fee and/or interest by your financial institution; (b) you may also incur fees or charges imposed or incurred by us; and (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment. <p>4.3 You should check your account statement to verify that the amounts debited from your account are correct.</p>
<p>5. Dispute</p>	<p>5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 02 9357 5371 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.</p> <p>5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.</p>
<p>6. Accounts</p>	<p>You should check:</p> <ul style="list-style-type: none"> (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions. (b) your account details which you have provided to us are correct by checking them against a recent account statement; and (c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

<p>7. Confidentiality</p>	<p>7.1 We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about you:</p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).
<p>8. Notice</p>	<p>8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Lannock Capital 2 Pty Ltd Suite 18.01, Level 18, 227 Elizabeth Street, Sydney NSW 2000.</p> <p>8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.</p> <p>8.3 Any notice will be deemed to have been received on the third banking day after posting.</p>

Estimated Quarterly Repayment Amounts Over a 10-Year Loan Term (Guide Only)

Lot No	Unit Entitlement	Quarterly Repayment (AUD)
1	39.00	\$1461.18
2	44.00	\$1648.51
3	42.00	\$1573.58
4	29.00	\$1086.52
5	39.00	\$1461.18
6	39.00	\$1461.18
7	39.00	\$1461.18
8	39.00	\$1461.18
9	44.00	\$1648.51
10	39.00	\$1461.18
11	40.00	\$1498.64
12	29.00	\$1086.52
13	39.00	\$1461.18
14	43.00	\$1611.04
15	39.00	\$1461.18
16	40.00	\$1498.64
17	39.00	\$1461.18
18	41.00	\$1536.11
19	39.00	\$1461.18
20	31.00	\$1161.45
21	42.00	\$1573.58
22	41.00	\$1536.11
23	44.00	\$1648.51
24	50.00	\$1873.30
25	47.00	\$1760.91
26	44.00	\$1648.51

Minutes of
Annual General Meeting

To The Owners of – Plan No. 83633

208-214 BLAXLAND ROAD, RYDE, NSW, 2112



Meeting Date:	29 July 2025
Time:	05:30 PM
Address:	Via Teleconference, please contact the Strata Manager for meeting details., 208-214 Blaxland Road, RYDE, NSW, 2112
Present:	Ian Baird Marquis & Jenny Margaret Marquis (Lot 1) Owner present Helen Karen Brown (Lot 5) Electronic vote David Buttigieg (Lot 6) Electronic vote Margaret Elizabeth Taylor (Lot 10) Owner present Alexander Alfio Leonardi & Rachel Rose Lobo (Lot 14) Owner present Nutwara Kromsuriyasak (Lot 17) Electronic vote Greta Vakirtzis (Lot 18) Owner present Jade Amanda Monteverdi & Sharon Louise Monteverdi (Lot 19) Owner present Mathew Jasper Kyle Thomas & Natalie Simone Thomas (Lot 20) Owner present Rodney & Moriah Lawrence (Lot 21) Owner present (pre-voted) Susanne Marie Abbey (Lot 22) Electronic vote Andreas Engesser & Georgia Engesser (Lot 23) Owner present Patricia Vakirtzis (Lot 24) Owner present Woon Chew Cheang & Diana Lay Ean Lim (Lot 25) Owner present Mary Madlene Pisano (Lot 26) Owner present
By proxy:	
In attendance:	George Kordas Bright & Duggan
Chairperson:	George Kordas
Quorum:	Yes, 25% or more of lot owners in attendance

Motions

1. Minutes

RESOLVED

Resolved that the Owners Corporation resolves to confirm the minutes of the last general meeting, held on 4th of February 2025, as a true and accurate record of the proceedings of that meeting.

2. Financial Statements

RESOLVED

Resolved that the Owners Corporation resolves to adopt the unaudited statements of key financial information, for the financial year ending on 30th of November 2024, for the administrative fund, the capital works fund and any other fund held by the strata scheme.

3. Financial Audit

RESOLVED

Resolved that the Owners Corporation resolves to audit the financial statements for the financial year ending on 30th of November 2025.

4. Administrative & Capital Works Funds Estimates

RESOLVED

Resolved that the Owners Corporation estimates that, for the financial year period from 1st of December 2024 to 30th of November 2025, it will need to credit to its Administrative Fund and Capital Works Fund the amounts set out in the budget, and resolves that the following amounts to be levied as a contribution:

Administrative Fund: \$95,000.00 GST Inclusive
Capital Works Fund: \$42,819.00 GST Inclusive

5. Levy Contributions

RESOLVED AS AMENDED

Resolved that the owners corporation resolves that the contributions are to be payable in regular periodic instalments, due on and specified as follows, and continue on the same periodic instalments, based on the interim quarterly period and contributions, in accordance with the same budget and estimates approved at this meeting, until the next annual general meeting:

Levy Status	Period From	Period To	Due	Admin Fund	Capital Works Fund
Already Issued	1/02/2025	30/04/2025	1/02/2025	\$20,000.00	\$6,125.05
Already Issued	1/05/2025	31/07/2025	1/05/2025	\$20,000.00	\$6,125.05
To be Issued	1/08/2025	31/10/2025	20/09/2025	\$27,500.00	\$15,284.45
To be Issued	1/11/2025	31/01/2026	1/11/2025	\$27,500.00	\$15,284.45
Total	1/02/2025	31/01/2026		\$95,000.00	\$42,819.00

Interim Periods

Levy Status	Period From	Period To	Due	Admin Fund	Capital Works Fund
To be Issued	1/02/2026	30/04/2026	1/02/2026	\$23,750.00	\$10,704.75
Total	1/02/2026	30/04/2026		\$23,750.00	\$10,704.75

6. Recovery of Contributions

RESOLVED

Resolved that the Owners Corporation resolves, in accordance with the provisions of the *Strata Schemes Management Act 2015 (NSW)*, including Section 103, for the purpose of recovery of unpaid contributions, to authorise and instruct the Managing Agent and/or the Strata Committee to do any one or more of the following:

1. Issue arrears notices, reminder notices and/or letters to seek recovery of unpaid contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses, and arrange and monitor payment plans;
2. Engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation;
3. Issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of unpaid contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses;
4. Enter and enforce any judgment obtained in the collection of unpaid contributions, including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands, and commencing and maintaining the bankruptcy proceedings or winding up proceedings;
5. Filing an appeal or defending an appeal against any judgment concerning the collection of unpaid contributions; and
6. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any contributions recovery proceedings.

7. Payment Plans

RESOLVED

Resolved that the owners corporation resolves to agree to enter into payment plans for matters involving arrears of unpaid contributions or other amounts, including interest, legal and other costs/expenses thereon, and delegates to the managing agent and/or strata committee authority to enter into, arrange and monitor each such payment plan, limited to a period of 12 months per plan, with any further or subsequent payment plan to be entered into as agreed by the owners corporation or strata committee by resolution.

8. Capital Works Fund Plan - Review & Implement

RESOLVED

Resolved that the Owners Corporation resolves to delegate to the strata committee to review the existing 10-year capital works fund plan, prepared by Qia Group Pty Ltd, dated 16th of September 2020, and implement it as part of the approved budget for the financial year ending on 30th of November 2025.

9. Capital Works Fund Plan - Revise or Replace

RESOLVED

Resolved that the Owners Corporation resolves to revise or replace the 10-year capital works fund plan, for commencement from 1st of December 2025, and:

1. Obtain quotations from suitably qualified consultants to prepare a 5-year review or a 10-year replacement of the capital works fund plan;
2. Delegate to the strata committee to consider the quotations and engage a consultant;
3. Delegate to the strata committee to appoint a liaison to meet with the consultant; and
4. Delegate to the strata committee authority to instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule where applicable), to undertake any of the above.

10. Acknowledgements and Agent Disclosure

RESOLVED

Resolved that the Owners Corporation resolves, acknowledges and tables:

1. In accordance with Section 9(d) of Schedule 1 of the Strata Schemes Management Act 2025 ('The Act'), the particulars of each insurance policy of the owners corporation expiring on 9th of April 2026, as detailed in the certificate of currency attached to the notice of this meeting, and the managing agent is delegated authority to renew the insurances taken out by the owners corporation.
2. In accordance with Section 60(1)(a) of the Act, the statement of commissions and training services provided to or paid for the agent in connection with the exercise by the agent of functions for the strata scheme during the preceding 12 months and particulars of any such commissions and training services is outlined in the Strata Managing Agent's Disclosure Schedule annexed and marked **AA**.
3. In accordance with Section 60(1)(b) of the Act, the statement of the estimated amount or value of any commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months is outlined in the Strata Managing Agent's Disclosure Schedule annexed and marked **BB**.
4. In accordance with Section 60(1)(c) and 60(1)(d) of the Act, the statement of the suppliers of goods or services or the original owner for the strata scheme which are or have become connected with the agent during the preceding 12 months along with the information required to be disclosed by the Act is outlined in the Strata Managing Agent's Disclosure Schedule annexed and marked **CC**.
5. in accordance with Section 57 of the Act to approve the strata managing agent receiving commissions and training services as outlined in the Strata Managing Agent's Disclosure Schedule annexed and marked **DD**.
6. In accordance with Section 33 of the Act, the appointment of 0, resident of lot 0, as the tenant representative for the strata committee, duly elected at the meeting held on 2nd of July 2025.

11. Insurance

RESOLVED

1. That the Owners Corporation confirm the current insurances as per the certificate of currency expiring on 9th of April 2026 and attached to the notice of the meeting.
2. That the Owners Corporation resolves to make arrangements in respect of insurances:
 - o That the building sum insured is adjusted in accordance with any building valuation;
 - o That the Owners Corporation delegate to the Strata Committee to consider whether to vary or extend any insurances pursuant to Section 165 of the Act;



- That pursuant to Section 166 of the Act that not less than 3 quotations for insurance renewal be obtained, unless written reasoning is presented to the Owners Corporation as to why less than 3 quotations were provided;
- That the Owners Corporation delegate to the Strata Managing Agent any functions pursuant to the Strata Management Agency Agreement additional duties schedule where applicable to undertake any of the above.

12. Insurance - Valuation

RESOLVED

Resolved that the Owners Corporation resolves to ensure the scheme is adequately insured by selecting one of the three (3) following options, in order to meet the general requirements imposed by Section 161 of the Strata Schemes Management Act 2015 (NSW):-

Alternatives for Insurance - Valuation

'OPTION A' has been selected with the highest votes.

(Option A) Acknowledge, accept and adopt the existing building valuation.

~~**(Option B)** Carry out a building valuation for insurance purposes noting the previous valuation from AG Thomas Valuers that was prepared on the 28th of February 2024 and delegates to the managing agent authority to update the building sum insured in accordance with the new valuation.~~

~~**(Option C)** Increase the Building Sum Insured by 5%.~~

13. Annual Fire Safety Statement

RESOLVED

Resolved that the Owners Corporation resolves to:

1. Acknowledge the Annual Fire Safety Statement, dated 4th of July 2024, attached to the notice of this meeting.
2. Engage a suitably competent fire safety practitioner to assess each essential fire safety measure specified in the statement and submit a corrective actions report;
3. Delegate to the strata committee to determine and resolve the corrective actions (if any), engage a suitably qualified contractor to complete any works and to prepare and sign the statement;
4. Lodge the statement with the local Council and Fire Commissioner;
5. Delegate to the Strata Committee authority to instruct the managing agent any functions, pursuant to the Strata Management Agency Agreement (additional services schedule where applicable), to undertake any of the above; and
6. Instruct the Managing Agent, acting in the capacity as agent for the Owners Corporation, to sign the Annual Fire Safety Statement, based on certification provided by a competent fire safety practitioner engaged by the Owners Corporation.

14. Consideration of Environmental Sustainability

DEFEATED

Defeated that the Owners Corporation resolves to consider environmental sustainability within the scheme and delegates the authority to the Strata Committee to:

1. Obtain quotations from suitably qualified consultants or experts to prepare and provide sustainability reporting on the common property energy, gas, water and/or other utility consumption and expenditure,
2. Engage or retain such suitably qualified consultants or experts,

3. Receive, review and action any recommendations included within such sustainability reporting, and
4. Instruct the Strata Managing Agent to carry out any functions necessary, pursuant to the Strata Management Agency Agreement, to undertake any of the above.

15. Strata Hub

RESOLVED

Resolved that the Owners Corporation resolves to:

1. Provide all mandatory information and documents relating to the Office of Fair Trading "Strata Hub";
2. Pay \$3.00 per lot annual administration fee to the Office of Fair Trading (or such other amount as determined by the Regulation from time to time); and
3. Instruct the Managing Agent any functions, pursuant to the Strata Management Agency Agreement (additional services schedule where applicable), to undertake any of the above.

16. Functions of the Strata Committee

RESOLVED

Resolved that the Owners Corporation resolves that no additional matter or type of matter is to be determined only by the Owners Corporation in general meeting.

17. Election of the Strata Committee

RESOLVED

Resolved that the Owners Corporation resolves to elect 5 members to the Strata Committee as follows:

Name	Lot
Jenny Marquis	1
Nutwara Kromsuriyasak	17
Jade Amanda Monteverdi	19
Mathew Jasper Kyle Thomas	20
Rodney Lawrence	21

There being no further business the meeting closed at 06:30 PM.

**Bright & Duggan Pty Ltd
Managing Agents for Plan No. 83633**

Minutes of

Strata Committee Meeting

To The Owners of – Plan No. 83633

208-214 BLAXLAND ROAD, RYDE, NSW, 2112



Meeting Date:	29 July 2025
Time:	05:30 PM
Address:	Via Teleconference, please contact the Strata Manager for meeting details., 208-214 Blaxland Road, RYDE, NSW, 2112
Present:	Jenny Margaret Marquis (Lot 1) Committee member present Jade Amanda Monteverdi (Lot 19) Committee member present Mathew Jasper Kyle Thomas (Lot 20) Committee member present Rodney Lawrence (Lot 21) Committee member present
In attendance:	George Kordas Bright & Duggan
Chairperson:	George Kordas
Apologies:	
Quorum:	Yes, 50% or more of strata committee members in attendance

1. Conflict of Interest

DEFEATED

Defeated that the members of the Strata Committee make a Disclosure of Pecuniary Interest in relation to any agenda item, if relevant.

2. Minutes

RESOLVED

Resolved that the minutes of the last Strata Committee meeting held on 20th of February 2024 be adopted as a true and accurate record of the proceedings of that meeting.

3. Election of Officers

RESOLVED

Resolved that the Strata Committee, in accordance with Regulation 11, resolves to elect Jasper Thomas as Chairperson, and Jade Monteverdi as Secretary and Treasurer of the Committee.

4. Adoption of Invoice Hub

RESOLVED

Resolved that the Strata Committee resolve to adopt the use of Invoice Hub through StrataMax for all invoice processing and management activities effective immediately, noting that costs are pursuant to Schedule D of the Strata Management Agency Agreement.

Note: Jade Monteverdi to be Tier 1 Approver, Jasper Thomas to be Tier 2 Approver.

5. Appoint Contact and Substitute Contact

DEFEATED

Defeated that the Strata Committee resolves to appoint a member of the Strata Committee to liaise with the strata manager and be the strata manager's primary point of contact. Further, that an alternate member of the Strata Committee be nominated to liaise with the strata manager as a substitute contact in the event of the absence of the primary contact.

6. Acknowledgement Motions - Plant Item Registration

That, as the Owner of plant item(s), the Strata Committee resolves to delegate to the Managing Agent the signing of any renewal registration or application form on behalf of the Strata Committee and lodge with SafeWork NSW the Safe to Operate Statement, based on certification provided by one of the below:

- ~~a. Independent Consultant: A suitably qualified and independent consultant to provide a statement as to whether the plant item is adequately maintained;~~
- b. Maintenance Contractor: The engaged maintenance contractor to provide a statement confirming that the plant item has been inspected by a competent person and adequately maintained.

Note: Strata Manager to confirm attendance and maintenance routine with Kone.

7. Window Safety Devices

RESOLVED

Resolved that the Strata Committee resolves to do the following:

1. Engage a suitably qualified consultant or contractor to carry out an inspection and submit a corrective actions report, in compliance with Regulation 30;
2. Delegate to the Building Manager and/or Strata Committee to determine and resolve the corrective actions (if any), engage suitably qualified contractor to complete any works and submit a compliance statement; and
3. Delegate to the Managing Agent any functions pursuant to the Strata Management Agency Agreement (additional services schedule where applicable) to undertake any of the above.

8. Asbestos Audit

DEFEATED

Defeated that the Owners Corporation resolve to do the following:

5. Engage a suitably qualified consultant or contractor to carry out an inspection and submit a corrective actions report, in compliance with the Work Health & Safety Act 2011 (NSW);
6. Delegate to the Building Manager and/or Strata Committee to determine and resolve the corrective actions (if any) and engage suitably qualified contractor to complete any works; and
7. Delegate to the Managing Agent any functions pursuant to the Strata Management Agency Agreement (additional services schedule where applicable) to undertake any of the above.

9. Common Property Safety Audit

DEFEATED

Defeated that the Strata Committee resolves to do the following:

7. Engage a suitably qualified consultant or contractor to carry out an inspection and submit a corrective actions report, in compliance with the Work Health & Safety Act 2011 (NSW);
8. Delegate to the Building Manager and/or Strata Committee to determine and resolve the corrective actions (if any) and engage suitably qualified contractor to complete any works; and
9. Delegate to the Managing Agent any functions pursuant to the Strata Management Agency Agreement (additional services schedule where applicable) to undertake any of the above.

Note:

- Strata Manager to obtain quotes regarding common property safety audit.
- Strata Manager to arrange sign installation before stairs, directing deliveries down the ramp.

There being no further business the meeting closed at 06:35 PM.

**Bright & Duggan Pty Ltd
Managing Agents for Plan No. 83633**

MINUTES OF THE ANNUAL GENERAL MEETING THE OWNERS - STRATA PLAN 83633

ADDRESS OF THE STRATA SCHEME:

208-214 Blaxland Road, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 83633 was held on 20/02/2024 via Zoom teleconference. The meeting commenced at 05:00 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Iain Baird Marquis & Jenny Margaret Marquis
2	2	Yes	Melissa Woodhams
9	9	Yes	Yuk Kong
14	14	Yes	Alexander Leonardi and Raquel Lobo
17	17	Yes	Nutwara Kromsuriyasak
18	18	Yes	Greta Vakirtzis
21	21	Yes	Rodney & Moriah Lawrence
22	22	Yes	Susanne Abbey
24	24	Yes	Patricia Vakirtzis
26	26	Yes	Mary Pisano

CHAIRPERSON (acting): Dan Hinton

The Chairperson declared a quorum, and commenced the meeting.

Minutes of the meeting:

1 MINUTES

Resolved that the minutes of the last general meeting of the owners corporation be confirmed as a true record of the proceedings of that meeting.

2 INSURANCE POLICY CONFIRMATION

Resolved that the current insurance cover be confirmed in accordance with the meeting notes detailed (or varied by specific instruction detailed below) and that office bearers liability and fidelity guarantee be taken out if not already held.

3 INSURANCE VALUATION

Resolved that;

1. the current insurance cover be confirmed and that office bearers liability and fidelity guarantee be taken out if not already held, or varied if required by special mention below if applicable, and;
2. the Owners Corporation obtain a valuation for insurance purposes in accordance with Section 160 & 161 of the Strata Schemes Management Act 2015 and Section 39 of the Strata Schemes Management Regulations 2016.

Last valuation report received 30/06/2020 which valued the building at \$10635000.

4 FINANCIAL STATEMENTS

Resolved that the accounts for the period ended 30/11/2023 be adopted.

Note: Specific questions relating to the previous year's financial reports should be directed to the manager in writing prior to the meeting. The Manager may not be able to address questions not tabled prior.

5 AUDITOR

Resolved that an auditor not be engaged to audit the annual accounts.

6 CAPITAL WORKS FUND FORECAST

Resolved that the Owners Corporation NOT engage a building consultant to develop, review or update a Capital Works Fund Forecast (required if not on file or older than 10 years). Next report due: 01/12/2029

7 MAINTENANCE WORKS

Resolved that the Owners Corporation discuss any general maintenance works, service contracts or specific repairs that they wish to carry out in the coming financial year. Items raised at meeting below:

- At the meeting various concerns were raised regarding water penetration issues, specifically units 17 and 21. Jessica Thornton has undertaken to hold a committee meeting with the rest of the members to document the specific issues raised by the owners. Verdun Walsh will be provided specific instruction and a site contact for any work orders to be raised, by the committee once they have determined the scope of the work required.

8 BUDGET AND LEVY CONTRIBUTIONS

Resolved that the Owners Corporation adopt the proposed budget, and in accordance with Sections 79 & 81 of the Strata Schemes Management Act 2015, levy contributions to the Administrative and Capital Works funds as follows:

- Administration Fund - **\$80,000.00**
- Capital Works Fund - **\$24,500.00**

in equal quarterly instalments due on **01/02/2024, 01/05/2024, 01/08/2024, 01/11/2024**

Manager notes on proposed and approved budget - The budget proposes a 10% increase in levies this year

Owners acknowledge that, pursuant to section 83(4) of the Strata Schemes Management Act, levy notice reminders are not a pre-requisite of payment, and that Owners should be aware of levies due and owing as agreed at this meeting. Whilst the Agent takes all reasonable care in circulating levy notices as part of their standard service, they do not take responsibility that notices are successfully received by Owners (particularly those who receive notice via post). It is the Owner's obligation to ensure the Agent is promptly updated in writing with correct notice delivery instructions.

9 STRATA COMMITTEE

Resolved that, pursuant to section 30 of the Strata Schemes Management Act, the Owners Corporation received nominations for the following persons:

Nominee	Nominator (Lot)
Jenny Marquis	Lot 1
Melissa Woodhams	Lot 2
Yuk Kong	Lot 9
Jessica Thornton	Lot13
Guilliam Davies	Lot 15
Greta Vakirtzis	Lot 18

On closing, the Owners Corporation determined that the number of Committee member positions be 6.

As the number of nominations was matched or exceeded by the number of positions, those members were elected to the Committee.

10 RESTRICTED MATTERS

Resolved that the Owners Corporation determine that the Committee may make any decision it is empowered to make by the Strata Schemes Management Act and Strata Schemes Management Regulations.

11 REAPPOINTMENT OF MANAGING AGENT

Resolved that in accordance with Section 49 of the Strata Schemes Management Act 2015 (Act) that:

- Verdun Walsh Strata Management is reappointed as strata managing agent of Strata Scheme 83633.
- The owners corporation delegate to the Agent all of the functions of:
 - the owners corporation (other than those listed in Section 52(2) of the Act); and,
 - its chairperson, secretary, treasurer and strata committee, necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement.
- the delegation to the Agent is to be subject to the condition and limitation in the Agreement; and
- the owners corporation execute the Agreement to give effect to this appointment and delegation; and
- authority be given for the common seal of the owners corporation to be affixed to the Agreement by the owners as determined at this meeting

That, where meetings are not held in person or where owners are unable to sign the agency agreement on behalf of the Owners Corporation, the Strata Manager is authorised to sign the agency agreement on behalf of the Owners Corporation and affixes the common seal as an agreed method of executing the agency agreement.

12 OVERDUE CONTRIBUTIONS AND PAYMENT PLANS

Resolved that the Owners Corporation Strata Plan 83633 resolve pursuant to the Strata Schemes Management Act 2015 (including Section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and /or the Strata Committee to do any one or more of the following without further instruction:

- to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans, in

accordance with the below schedule;

- i. Stage 1: A reminder notice is issued for \$33.00 and charged to the owner for levies in arrears exceeding \$100.00 and 30 days after the payment due date.
 - ii. Stage 2: A final notice is issued for \$55.00 and charged to the owner for levies in arrears exceeding \$100.00 and 60 days after the payment due date.
 - iii. Stage 3: A final phone call is made to owners for \$50.00 and charged to the owner for levies in arrears exceeding \$1,000.00 and 120 days after the payment due date.
 - iv. Stage 4: If payment is not made following stage 3, a notice of commencement of legal action is issued for \$220.00 and charged to the owner and the debt is automatically referred to a professional debt collection agency.
2. to engage or appoint legal representation to collect a debt, obtain legal advice and/or retain legal representation on behalf of Strata Plan 83633;
 3. to issue demands, commence, pursue or defend any court, tribunal or any other proceeding against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of recovery of levy contributions and the recovery of other debts including penalties, interest, legal and other costs;
 4. enter and enforce any judgement obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings and maintaining bankruptcy proceedings or winding up proceedings;
 5. filing and appeal or defending an appeal against any judgement concerning the collection of levy contributions;
 6. liaise, instruct and prepare all matters with the Owners Corporation's lawyers and experts in relation to any levy recovery proceedings, and;

That the Owners Corporation Strata Plan 83633 resolve to agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the Strata Manager and/or the Strata Committee the ability to enter into, arrange, monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the Strata Committee or Owners Corporation by resolution.

Note: *This resolution gives the Owners Corporation the power to take action to recover unpaid levies, interest and recovery costs including commencing proceedings and enforcing judgements obtained in legal proceedings for the recovery of unpaid levies, interest and recovery costs.*

Pursuant to Section 85(5) - 85(7) of the Strata Schemes Management Act 2015 and Regulation 18 and 19 of the Strata Scheme Management Regulations 2016 an Owners Corporation may agree to enter into payment plans generally or in particular cases for the payment of overdue contributions by a resolution passed at a general meeting. This resolution provides the power for the Owners Corporation to enter into such payment plans.

The values in paragraph (a) of the motion are subject to change without notice.

13 DISCLOSURE OF COMMISSIONS

Resolved that the Owners Corporation, pursuant to Section 60 of the Strata Schemes Management Act 2015, confirms and acknowledges that the agent has disclosed all commissions or training services provided to the Strata Managing Agent for the Strata Scheme.

The agent received \$2,375.24 last financial year from the insurance brokerage and \$0 in training services. Subject to insurance premiums paid next financial year, similar amounts will be received next financial year on a prorated basis.

14 GENERAL MEETING VOTING METHODS

Resolved that pursuant to schedule 1, subclause 28 of the Strata Schemes Management Act 2015 and section 14 of the Strata Schemes Management Regulation 2016, the Owners Corporation approves the following other methods of voting

1. By teleconference/videoconference,
2. By email or other electronic means before or at the meeting (voting in writing),
3. By email or other means before the meeting is held (pre-meeting voting)

Note: *This motion does not determine how meetings will be held and meeting methods will be considered on the requirements of the situation. This motion merely confirms these options are available if need be.*

15 ANNUAL FIRE SAFETY STATEMENT

Resolved that the Owners Corporation:

- a. engage a competent person to inspect the fire safety measures in Strata Plan 83633 and authorise that person to sign the Annual Fire Safety Statement on behalf of Strata Plan 83633 if required.
- b. authorises the Strata Managing Agent to submit the completed Annual Fire Safety Statement to the Council and the Fire Commissioner when requested by council.
- c. Recovers without further instructions any re-inspection costs from lot owners who fail to provide access at any annual inspections

The Owners Corporation understand that if Council requests an Annual Fire Safety Statement (AFSS) they are obliged to comply or risk statutory fines. In such an eventuality, the scheme's nominated contractor will allocate a date to undertake an annual inspection within 3 months of the AFSS expiry date without consultation. All units must supply access to each unit during the annual inspection or reinspections and associated fees will be required until each unit is certified compliant. Owners are responsible and liable for any third parties that may fail

to comply with any reasonable instructions during this process.

16 NEXT ANNUAL GENERAL MEETING

Resolved that the Owners Corporation schedule a date, time and venue for the next Annual General Meeting. The next AGM will be held:

- Day - **Thursday**
- Date - **6th February 2025**
- Time - **5:00pm**
- Location - **Zoom teleconference**

Please note that any details resolved may be subject to change closer to the event should unforeseen circumstances arise.

17 MATTERS ARISING

Resolved that the Owners Corporations noted no matters arising.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 06:00 PM.

MINUTES OF STRATA COMMITTEE MEETING THE OWNERS - STRATA PLAN 83633

ADDRESS OF THE STRATA SCHEME:

208-214 Blaxland Road, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: A meeting of the Strata Committee of The Owners - Strata Plan 83633 was held on 20/02/2024 immediately following the Annual General Meeting at via Zoom Teleconference.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
9	9	Yes	Yuk Kong
18	18	Yes	Greta Vakirtzis
1	1	Yes	Jenny Marquis
2	2	Yes	Melissa Woodhams
13	13	Yes	Jess Thornton

CHAIRPERSON: Dan Hinton

Minutes of the meeting:

1 MINUTES

Resolved that the minutes of the last Strata Committee meeting be confirmed as a true record of the proceedings of that meeting.

2 STRATA COMMITTEE MEETING - VOTING METHODS

Resolved that, pursuant to schedule 2, subclause 10 of the Strata Schemes Management Act 2015 and section 14 of the Strata Schemes Management Regulation 2016, the strata committee approves the following other methods of voting:

- By means of teleconference,
- By means of email or other electronic means before or at the meeting (voting in writing),
- By means of email or other electronic means before the meeting is to be determined (pre-meeting voting)

3 OFFICE BEARERS

Resolved that the Strata Committee appoint the following persons to be office bearers of the Strata Committee:

Chairperson	Jess Thornton
Secretary	Jess Thornton
Treasurer	Guillaume Davies

4 STRATA HUB REGISTRATION

Resolved that the Strata Committee delegates the Strata Manager to upload all of the information / documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading "Strata Hub".

Explanatory Notes:

From 30 June 2023 an Owners Corporation will be required to place a range of information (and documents) on the Office of Fair Trading "Strata Hub" which is designed to capture information relating to a strata scheme (some of which is for public distribution). The following motion is for the strata managing agent to be delegated the authority to undertake such work (uploading the information/documents and keeping records current). A cost of \$200 plus GST will apply to any registrations completed by the Strata Manager.

5 STRATA HUB EMERGENCY CONTACT

Resolved that the Strata Committee nominate the Secretary to be appointed as the Schemes Emergency Contact and that their contact details be uploaded to the Strata Hub for use in the event of an emergency.

Explanatory Notes:

This motion is to nominate an emergency contact person for the building. In accordance with Section 43a of the Strata

Schemes Management Regulation 2021 the emergency point of contact can be the Secretary, Chairperson or another Officer of the Owners Corporation or Building Manager for the scheme.

6 POINT OF CONTACT

Resolved that the Committee confirm Jessica Thorton Lot 13 be the sole point of contact to issue instructions to the Strata Manager.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 06:00 PM.

**Approved Budget
 to apply from 01/12/2023**

The Owners SP 83633

208-214 Blaxland Road, RYDE NSW 2112

Administrative Fund

**Approved
 budget**

Revenue

Levies Due--Admin	80,000.00
<i>Total revenue</i>	<hr/> 80,000.00

Less expenses

Admin--Accounting	360.00
Admin--Agent Disbursements	700.00
Admin--Management Fees--Standard	7,200.00
Admin--Strata Hub	250.00
Insurance--Premiums	17,000.00
Maint Bldg--Cleaning	24,000.00
Maint Bldg--Fire Protection	5,000.00
Maint Bldg--General Repairs	10,000.00
Maint Bldg--Lift--Maintenance Contract	8,500.00
Maint Bldg--Lift--Telephone	660.00
Utility--Electricity	7,000.00
Utility--Water & Sewerage	6,500.00
<i>Total expenses</i>	<hr/> 87,170.00

Surplus/Deficit

(7,170.00)

Opening balance 12,505.77

Closing balance

\$5,335.77

Total units of entitlement 1041
 Levy contribution per unit entitlement \$76.85

Capital Works Fund**Approved
budget****Revenue**

Levies Due--Capital Works	24,500.00
<i>Total revenue</i>	<u>24,500.00</u>

Less expenses

Maint Bldg--General Capital Works	25,000.00
<i>Total expenses</i>	<u>25,000.00</u>

Surplus/Deficit(500.00)

Opening balance 38,834.43

Closing balance\$38,334.43

Total units of entitlement	1041
Levy contribution per unit entitlement	\$23.54

**Approved Levy Schedule
 to apply from 01/12/2023**

The Owners SP 83633

208-214 Blaxland Road, RYDE NSW 2112

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Capital Works Fund	Quarterly Total	Annual Total
1	1	39.00	749.30	229.50	978.80	3,915.20
2	2	44.00	845.35	258.90	1,104.25	4,417.00
3	3	42.00	806.95	247.15	1,054.10	4,216.40
4	4	29.00	557.20	170.65	727.85	2,911.40
5	5	39.00	749.30	229.50	978.80	3,915.20
6	6	39.00	749.30	229.50	978.80	3,915.20
7	7	39.00	749.30	229.50	978.80	3,915.20
8	8	39.00	749.30	229.50	978.80	3,915.20
9	9	44.00	845.35	258.90	1,104.25	4,417.00
10	10	39.00	749.30	229.50	978.80	3,915.20
11	11	40.00	768.50	235.35	1,003.85	4,015.40
12	12	29.00	557.20	170.65	727.85	2,911.40
13	13	39.00	749.30	229.50	978.80	3,915.20
14	14	43.00	826.15	253.00	1,079.15	4,316.60
15	15	39.00	749.30	229.50	978.80	3,915.20
16	16	40.00	768.50	235.35	1,003.85	4,015.40
17	17	39.00	749.30	229.50	978.80	3,915.20
18	18	41.00	787.70	241.25	1,028.95	4,115.80
19	19	39.00	749.30	229.50	978.80	3,915.20
20	20	31.00	595.60	182.40	778.00	3,112.00
21	21	42.00	806.95	247.15	1,054.10	4,216.40
22	22	41.00	787.70	241.25	1,028.95	4,115.80
23	23	44.00	845.35	258.90	1,104.25	4,417.00
24	24	50.00	960.65	294.20	1,254.85	5,019.40
25	25	47.00	903.00	276.55	1,179.55	4,718.20
26	26	44.00	845.35	258.90	1,104.25	4,417.00
		1,041.00	\$20,000.50	\$6,125.55	\$26,126.05	\$104,504.20

STRATA MANAGEMENT AGENCY AGREEMENT

The Owners – Strata Plan 83633 “Owners Corporation”

Attention: The Secretary
Address: 208-214 Blaxland Road, RYDE NSW 2112
ABN: 41 600 160 847

The Agent – Verdun Walsh Real Estate Pty Ltd “Agent”

Attention: The Licensee
Address: Level 2, 29 Kiara Road, Miranda NSW 2228
Phone: (02) 9719 1822
Email: admin@verdunwalsh.com.au ABN: 83 002 573 042

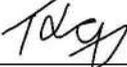
Particulars

Item 1	Professional indemnity	In accordance with Section 22 of the <i>Agents Act</i>
Item 2	Commencement date	Upon approval of the agency appointment motion at relevant General Meeting of the Owners Corporation.
Item 3	Term	At the conclusion of the next AGM to Item 1 or 1 year and 3 months (whichever the earlier)
Item 4	Review date	in relation to <i>agreed services</i> – annually at each AGM in relation to <i>additional services rates</i> - annually on 1 July
Item 5	Percentage increase p.a	% (and if no figure provided, no greater than 5%)
Item 6	Agreed services fee per month or part thereof (payable monthly in advance):	\$595.83 plus rebates, discounts and commissions in Disclosure Schedule C1 and C2 – Agent retains all commissions (refer to clause 3.3(a)) All fees under this agreement are GST INCLUSIVE (clause 9)

Signatures

Owners Corporation

The common seal of the *owners corporation* was affixed on 21/02/2024 in the presence of:

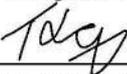
	
Signature	Signature
Trent Logue	
Name	Name
Strata Manager	
Designation	Designation



Being the person(s) authorised by section 273 of the *Act* to attest the affixing of the seal.

Agent

Executed by the *agent* in accordance with Section 126 or 127 of the *Corporations Act 2001* (Cth) in the presence of:

	
Signature of Authorised Person	Signature of Authorised Person
Trent Logue	
Name of Authorised Person	Name of Authorised Person

Service

The *owners corporation* acknowledges receipt of a copy of this *agreement* within 48 hours of execution by the *owners corporation* (refer to page 9 for IMPORTANT NOTES to the parties when executing this *agreement*).

Name of Signatory	Signature

Agreement

1. Warranties and acknowledgment

- 1.1 The *owners corporation* warrants that it has resolved and has authority to enter into the *agreement*.
- 1.2 The *agent* warrants that the *agent* holds:
- (a) a strata managing *agent*'s licence under the *Agents Act* and that such licence will be maintained while the *agreement* is in force; and
 - (b) professional indemnity insurance as indicated in *Item 1*.

2. Appointment of and delegation to *agent*

- 2.1 The *owners corporation*:
- (a) appoints the *agent* as the strata managing *agent* for the strata *scheme*; and
 - (b) subject to clause 2.2 and 2.3, delegates the *agreed services* and *additional services* to the *agent*,
from the commencement date for the *agreed services fee* and the *additional services fee*, until the *agreement* is terminated in accordance with clause 5 or at the end of the *term* whichever is the earlier.
- 2.2 The extent of authority for *agreed services* and *additional services* that has been delegated is stated in schedule A1, being either:
- (a) full authority with no limitations;
 - (b) full authority subject to limitations as disclosed in schedule A2; or
 - (c) no authority, in which case there is no delegation.

Where a selection has not been indicated on schedule A1 of either (a), (b) or (c), then the extent of authority that has been delegated is FULL AUTHORITY WITH NO LIMITATIONS.

- 2.3 The parties acknowledge that:
- (a) the delegation to the *agent* in clause 2.1 does not:
 - (i) constitute a delegation by the *owners corporation* of its power to make:
 - (A) a delegation under section 52 of the *Act*; or
 - (B) a decision on a matter required by the *Act* to be decided by the *owners corporation*; or
 - (C) a determination relating to the levying or payment of contributions; or
 - (ii) prevent the *owners corporation* or the *strata committee* from performing all or any of the *agreed services* or *additional services* (if any); and
 - (b) the *agent* does not have and may not exercise any of the powers, authorities, duties or functions of the *owners corporation* that are conferred on another strata managing *agent* appointed for the *owners corporation* under section 237 of the *Act* once being notified of any such appointment by the *Tribunal* or the *owners corporation*.

3. Fees and charges

- 3.1 The *owners corporation* must pay to the *agent* in accordance with the fee payment method:
- (a) the *agreed services fee*; and
 - (b) the *additional services fee* for any *additional services* performed by the *agent*; and
 - (c) the *charges* associated with the performance of the *agreed services* and any *additional services*.
- 3.2 The *owners corporation* authorises the *agent* to retain any fees paid to the *agent* for supplying to third parties information that the *owners corporation* must supply under the *Act* and retain any fees paid to the *agent* for supplying to third parties information that is not required under the *Act*, provided that such fees are charged in accordance with those set out in schedule B.
- 3.3 In addition to the fees and charges in clause 3.1 and 3.2, the *agent* is entitled to remuneration for its services in the form of rebates, discounts and commissions disclosed in schedule C1 and schedule C2 as follows:
- (a) If the first option in *item 6* is selected, the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and services to the *owners corporation* described in the disclosure schedule C1 or schedule C2 or as otherwise notified in

writing to the *owners corporation* from time to time and agreed in writing by the *owners corporation*.

- (b) If the second option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt except for any rebates, discounts and commissions described in the disclosure schedule C2 which may be retained by the *agent*.
- (c) If the third option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt.
- (d) If the *owners corporation*:
 - (i) delegates the *agent* to arrange insurance cover;
 - (ii) selects the first or second option in *item 6*; and
 - (iii) later takes steps to arrange its own insurance or directs, instructs or passes a resolution that has the effect that the *agent* does not receive a commission or rebate for the placement of insurance,

then the *agreed services fee* shall be increased by an amount equivalent to the commission the *agent* would have received had the *agent* arranged the insurance cover (estimated at \$9.16 per lot per month).

- 3.4 The *agent* must account to the *owners corporation* for money received by the *agent* on behalf of the *owners corporation* in the manner and with the frequency set out in *item 8*.
- 3.5 At any time, by written *agreement* between the parties, *items* may be added to or deleted from the *additional services rates* and/or charges.

4. Review of fees and charges

- 4.1 The *agreed services fee*, the *additional services rates* and the *charges* will be reviewed on the review date by the *agent*.
- 4.2 Unless otherwise agreed before the review date, the *agreed services fee*, the *additional services rates* and the *charges* payable on and from the review date will be increased in accordance with *item 5*.
- 4.3 The *agent* will notify the *owners corporation* of the new *agreed services fee*, the *additional services rates* and the *charges* as soon as practicable after the review date.

5. Terminating the agreement

- 5.1 After the expiry of the *term*, the *agreement* will automatically end unless the *owners corporation extends the agreement* in accordance with section 50(4) of the *Act*.
- 5.2 The *agreement* may be terminated at any time with the mutual consent of the parties.
- 5.3 Any notice to terminate under this *agreement* can only be given by the *owners corporation* if authorised by a resolution of the *owners corporation at general meeting*.
- 5.4 Despite this clause 5 and without affecting any of its other rights, the *agreement* may be terminated with immediate effect by written notice given by:
 - (a) the *owners corporation*:
 - (i) if the *agent* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *owners corporation* serves a written notice on the *agent* providing particulars of the breach; or
 - (ii) where the *agent* is an individual, the *agent* is declared bankrupt; or
 - (iii) where the *agent* is a corporation, the *agent* is wound up or placed in administration or liquidation; or
 - (iv) if the *agent* ceases to hold a strata managing *agent's* licence; or
 - (b) the *agent* if:
 - (i) the *owners corporation* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *agent* serves a written notice on the *owners corporation* providing particulars of the breach; or
 - (ii) an order by a Court is made for the variation or termination of the *strata scheme* under Part 9 or 10 of the *Development Act*; or
 - (iii) the *owners corporation* fails to pay any moneys owed under this *agreement* after the *agent* serves a written notice on the *owners corporation* providing particulars of the amount outstanding; or

(iv) the *owners corporation* fails to comply with any law or fails to provide adequate instructions or prevents the *agent* from carrying out its obligations under this *agreement* after the *Agent* serves a written notice on the *owners corporation* providing particulars of the breach.

(v) The *agent* has been subjected to unreasonable rude, aggressive or hostile behavior (subject to 30 days written notice).

5.5 The *agreement* is terminated on the appointment of a strata managing *agent* under section 237 of the *Act* to exercise or perform all the functions of the *owners corporation* and, if so terminated, the *agent* will not be entitled to:

(a) any remuneration by way of commission, *agreed services fee*, *additional services fee*, *charges* or otherwise in respect of any period after the termination; or

(b) any payment (in the nature of a penalty or otherwise) by reason of the early termination.

5.6 In the event of termination, the *agent* must provide all books, records, accounts, funds and property of the *owners corporation* in the *agent's* possession to the secretary of the *owners corporation*, or persons nominated by the secretary of the *owners corporation*, within seven (7) business days.

6. Liability of the *agent* and exclusions

6.1 The *agent* is liable to the *owners corporation*:

(a) only for *services* actually supplied or that should have been supplied under this *agreement*; and

(b) on the terms of this clause 6.

6.2 The *agent* is excluded from all liability for any claim, liability or *loss* arising directly or indirectly out of the *services* or *additional services* or arising from any cause of action whatsoever except to the extent that the claim, liability or *loss* is caused or contributed to by the *agent's* wilful breach of this *agreement*, gross negligence, dishonesty or fraud. The *owners corporation* agrees that it will at all times indemnify the *agent* against all actions, suits, proceedings, costs, claims, expenses or demands which may arise in the course of or as a result of the *agent's* management of the scheme, including all legal expenses incurred by the *agent* in defence of or initiation of any legal proceedings as well as any excess payable under the *agent's* professional indemnity insurance;

(a) by third parties against the *agent*;

(b) by the *owners corporation* against the *agent* arising before, during or after this *agreement*.

6.3 The *agent's* maximum liability to the *owners corporation* for any breach of this *agreement*, or arising out of the provision or non provision of the *agreed services* or the *additional services* or by taking steps contrary to this agreement, whether under law of contract, tort or otherwise, is limited to the amount of the *agreed services fees* for the year in which the liability arose.

6.4 The *agent* is deemed to be discharged from all liability in respect of the *agreed services* and the *additional services*, whether under the law of contract, tort or otherwise, at the expiration of two years from the date of the act or omission giving rise to the liability, and the *owners corporation* (and persons claiming through or under the *owners corporation*) shall not be entitled to commence any action or claim against the *agent* in respect of that act or omission after that date.

6.5 Clauses 6.1, 6.2, 6.3, 6.4 and 6.5 apply to the extent permitted by law.

6.6 The *owners corporation* must indemnify the *agent* immediately on demand against any matter for which the *agent* has no liability to the *owners corporation* including in respect of the matters referred to in clause 6.2 and 6.3.

7. Transfer of the *agreement*

7.1 The *agent* cannot transfer the *agreement* without the written consent of the *owners corporation*, which consent shall not be unreasonably withheld if the *agent* satisfies the *owners corporation* that the proposed transferee and *related persons* are fit and proper persons and have the qualifications, competence and experience to perform the *agreed services* and *additional services* at an *agreed services fee* and an *additional services fee* not greater than the current *agreed services fee* and *additional services fee*.

7.2 The *owners corporation* must advise the *agent* of its decision whether to approve a proposed transfer within 28 days after receiving from the *agent* the information reasonably necessary to make the decision.

7.3 If the *owners corporation* approves the transfer, the *owners corporation*, the *agent* and the transferee must enter into a transfer *agreement*, or alternatively if the *agent* elects to enter into a new agency *agreement* then clause 7.4 will apply.

7.4 After the transfer *agreement* has been entered into or, if an election has been made by the *agent* under clause 7.3, the new *agent* must request that the *owners corporation* enter into a new agency *agreement* and the *owners corporation* must advise the new *agent* of its decision to enter into a new agency *agreement* within 28 days after such request, such approval not to be unreasonably withheld if the new agency *agreement* is on the same terms as this *agreement*, or on terms not less favourable to the *owners corporation* as this *agreement*. The new *agent* must pay the reasonable cost of preparing the new agency *agreement*, preparing and holding the meetings of the *strata committee* and the general meeting of the *owners corporation*, however if the meeting relates to more than approval of the minutes of the last meeting and the resolution relating to the new agency *agreement*, then the new *agent* must pay the proportionate share of the total cost relating to approval of the new agency *agreement*.

8. Service of notices

8.1 Any notice to be served under the *agreement*:

- (a) must be served either personally, by post, facsimile or e-mail using the details provided on the front page of this *agreement*, or other notice details subsequently notified from time to time by a party in writing to the other party; and
- (b) is served the first time it is served if it is served more than once.

9. GST

9.1 Words or expressions used in this clause 9 or elsewhere in the *agreement* that are defined in the *GST Act* have the same meaning in the *agreement*.

9.2 The parties acknowledge that:

- (a) the *agreed services fee*, the *additional services rates* and the charges are inclusive of GST and are based on a GST rate of 10%; and
- (b) if the rate of GST increases or decreases, the *agreed services fee*, the *additional services rates* and the *charges* will simultaneously increase or decrease so that the *agent* receives the same GST exclusive payment as it received before the change in the rate of GST.

10. Work, health and safety

10.1 The parties mutually covenant and agree that they will each comply with their respective obligations under the *Work Health & Safety Act 2011*

(NSW) and the *Work Health & Safety Regulation 2011* (NSW) (*WHS Act 2011* and *WHS Regulation 2011*), as amended from time to time.

10.2 Subject to the provisions of the *WHS Act 2011* and *WHS Regulation 2011*, the *owners corporation's* appointment of the *agent* under this *agreement* does not constitute the appointment of the *agent* as a principal contractor within the meaning of regulation 293 of the *WHS Regulation 2011* (as amended from time to time).

11. Definitions

The following words have these meanings in the *agreement* unless the contrary intention appears:

<i>Act</i>	<i>Strata Schemes Management Act 2015</i> (NSW).
<i>additional services</i>	the functions and duties of the <i>owners corporation</i> set out in schedule A1 or schedule A2.
<i>additional services fee</i>	the fee for the supply by the <i>agent</i> of the <i>additional services</i> calculated according to the <i>additional services rates</i> , as varied under the <i>agreement</i> .
<i>additional services rates</i>	the rates for carrying out the <i>additional services</i> set out in schedule B, as varied under the <i>agreement</i> .
<i>agent</i>	the person described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>agent's</i> employees and contractors or any transferee under clause 7.
<i>Agents Act</i>	<i>Property, Stock and Business Agents Act 2002</i> (NSW).
<i>agreed services</i>	the functions and duties of the <i>owners corporation</i> set out in: a) schedule A1 other than those marked "No authority"; and b) schedule A2.
<i>agreed services fee</i>	the fee in <i>item 6</i> for the supply of the <i>agreed services</i> , as varied under the <i>agreement</i> .
<i>agreement</i>	this <i>agreement</i> including the particulars, schedules and attachments.
<i>charges</i>	the costs and associated fees set out in schedule B and/or schedule D, as varied under the <i>agreement</i> .
<i>CPI</i>	the All Groups consumer price index published by the Australian Bureau of Statistics for Sydney, or if that bureau stops publishing the <i>CPI</i> , then the index recommended by the Property Council of Australia as the index that most appropriately replaces the <i>CPI</i> .
<i>Development Act</i>	in relation to a freehold <i>strata scheme</i> , the <i>Strata Schemes Development Act 2015</i> (NSW).
<i>disclosure schedule</i>	schedules C1 and C2.
<i>strata committee (SC)</i>	the <i>strata committee (SC)</i> of the strata scheme.
<i>GST Act</i>	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<i>item</i>	an <i>item</i> in the Particulars.
<i>loss</i>	any damage or damages, <i>loss</i> , costs (including, without limitation, the costs of complying with any verdict, award or settlement of any dispute and legal costs on a solicitor and own client costs basis), expense, charge, payment of liability, in any case, whether accrued or paid but not indirect, incidental or consequential <i>loss</i> or damages.
<i>non-standard work</i>	means any work not defined as <i>standard work</i> .
<i>owners corporation (OC)</i>	the <i>owners corporation (OC)</i> described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>employees, agents</i> (other than the <i>agent</i>), contractors and invitees of the <i>owners corporation</i> .
<i>Regulation</i>	<i>Property, Stock and Business Agents Regulation 2014</i> (NSW).
<i>related persons</i>	in relation to a proposed transferee which is a: a) corporation, — a 'related entity' of the corporation within the meaning of section 9 of the Corporations Act 2011 (Cth); or b) partnership, — the partners and principal staff of the partnership.
<i>SCA (NSW)</i>	means Strata Community Australia (NSW).
<i>services</i>	the <i>agreed services</i> and <i>additional services</i> .
<i>standard work</i>	Means: a) construction work where there is no requirement to work above three (3) metres, including but not limited to, replacement of roofing, guttering; b) general maintenance works, including but not limited to, lawn mowing, gardening, window cleaning (below three (3) metres), painting;

c)	minor maintenance repairs, including but not limited to, repair/replacement of leaking pipes, replacing tiles/pavers, lock replacement/repairs;
d)	maintenance of essential fire safety equipment;
e)	annual inspection and notifications required for essential fire safety equipment;
f)	pest management treatments (excluding fumigation);
g)	lift, traveller or escalator maintenance; or
h)	renewal of plant registrations in accordance with the requirements of the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i> ;
	provided however:
a)	if any of these works require a principal contractor (as defined under the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i>) to be appointed then the works will be considered <i>Non-Standard Work</i> ; or
b)	if there is any inconsistency between <i>Standard Work</i> and <i>Non-Standard Work</i> , the work will be interpreted as <i>Non-Standard Work</i> .
<i>strata scheme</i>	the <i>scheme</i> described on the front page of the <i>agreement</i> .
<i>term</i>	the period or event in <i>item 3</i> :
	a) commencing on the commencement date; and
	b) expiring at the duration of the period identified or event in <i>item 3</i> .
<i>Tribunal</i>	means the NSW Civil and Administrative Tribunal.

12. Interpretation

In the *agreement*, unless the contrary intention appears:

- (a) a reference to:
 - (i) a thing includes the whole or each part of it;
 - (ii) a document includes any variation or replacement of it;
 - (iii) 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
 - (iv) a person includes that person's executors, administrators, successors, substitutes (including but not limited to, person taking by novation) and assigns;
- (b) the singular includes the plural and vice versa;
- (c) headings do not affect interpretation; and
- (d) despite clause 11, the words defined in clause 11 are defined words whether or not these words are in italics.

Important notes for the parties when executing the *agreement*:

- **The *agent* may not be entitled to any fee for *services* performed unless the *agent* serves a copy of the *agreement* signed by the *agent* on the *owners corporation* within 48 hours after the *agreement* is signed by or on behalf of the *owners corporation*.**
- **Once the terms of the *agreement* have been *agreed*, the *agent* should sign the *agreement* in duplicate and submit the *agreement* in duplicate to the *owners corporation* for signing. The *owners corporation* should sign, date and acknowledge receipt of the *agreement* on both counterparts.**
- **The *agent* should retain a copy of the signed *agreement*.**
- **A copy should be given to the secretary of the *owners corporation*.**
- **The *agent* should provide a copy of the proposed *agreement* to all parties required to be given notice of the meeting at which the *agreement* is proposed to be approved.**
- **If the *owners corporation* does not nominate two (2) persons to witness the affixing of the seal then the seal must be affixed in the presence of the secretary and any other member of the *strata committee*.**

Schedule A1

NOTE: Where this schedule A1 provides for choices and no choice is selected, "Full authority with no limitations" applies. DO NOT delete any *item* in this schedule, as it may render the *agreement* in breach of the *Property Stock and Business Agents Act 2002* (NSW). If a duty/function does not apply, then mark the box "No authority".

Duties and Functions as described in the Property Stock & Business Agents Regulations (Schedule 6 Clause 6).	FULL AUTHORITY WITH NO LIMITATIONS	No Authority	Full Authority Subject to Limitations as Disclosed in Schedule A2	Regulation Schedule 6 Clause 6 Ref
Undertaking the financial management of funds and books of account.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(a)
Holding documents and maintaining records relating to the <i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(b)
Arranging building inspections and reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(c)
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the approval of the person on behalf of whom the <i>agent</i> is acting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(d)
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>owner's corporation</i> of a <i>principal contractor</i> within the meaning of regulation 293 of the WHS Regulation 2011 for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(d)
Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>scheme</i> .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(e)
Arranging insurance cover for the <i>scheme</i> . NOTE: Where the <i>owners corporation</i> arranges for placement of the insurance cover or engages a third party i.e. an insurance broker, the <i>agent</i> is indemnified by the <i>owners corporation</i> to the extent of liability contributed by an act, omission or negligence on behalf of the <i>owners corporation</i> or third party in placing the insurance cover.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(f)
Issuing and serving notices to comply with a by-law.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(g)
Managing the capital works fund and the administrative fund.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(h)
Undertaking steps necessary to recover any money owing in relation to levies and other amounts owing to the Owners Corporation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(i)
Representing the <i>owners corporation</i> in tribunal or court proceedings.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(j)
Paying accounts in relation to the <i>owners corporation</i> (for example, accounts for water charges, council rates and maintenance).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(k)
Arranging and undertaking administrative duties in relation to annual general meetings, strata committee meetings, tenants meetings and other general meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(l)

Schedule A2 *

NOTE: Full authority is provided for the duties and functions disclosed in this Schedule subject to the extent of any limitations on authority stated in this table.

Duties and functions	Limitations on Authority e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method / Schedule
Undertaking the financial management of funds and books of account.	<ol style="list-style-type: none"> 1. Provide annual reconciled accounts (Balance Sheet, Income & Expenditure statement, levy report) 2. Arrange for preparation & lodgement of annual tax return 3. Assist auditor in providing accounts & records for audit 4. Establish & maintain trust accounts 5. Provide bank and fixed deposit balances and monthly expenditure statement each month 	<ol style="list-style-type: none"> 1. Included 2. D 3. D 4. Included 5. Included
	<ol style="list-style-type: none"> 6. Issue levy notices (disbursements fee) 7. Arrange investments as instructed by owners 8. Provide reports in accordance with Sec.39 of the Property, Stock and Business Agents Act 2002 9. Provide additional financial reports or reports prepared to specific requirements 10. GST related activities (check tax invoices & supplier ABN details) 11. BAS preparation and lodgement 12. Tax return preparation (annual tax returns will be submitted unless ABN has deregistered) 	<ol style="list-style-type: none"> 6. D 7. D 8. D 9. D 10. D 11. D 12. D
Holding documents and maintaining records relating to the <i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).	<ol style="list-style-type: none"> 1. Maintain strata roll & minute book 2. Maintain correspondence file 3. Record & maintain notices under Sec. 22, 258 & 259 of the Act 4. Maintain records of delegated performance 5. Maintain common seal 	Included
	<ol style="list-style-type: none"> 6. Hold documents in archive as prescribed by the Act 7. Issue certificates under section 184 of the Act 8. Process renovation applications, provide advice regarding renovations 9. Retrieve documents from archive 	<ol style="list-style-type: none"> 6. D 7. B 8. B 9. D
Arranging building inspections and reports.	<ol style="list-style-type: none"> 1. Obtain quotes or estimates from contractors/ consultants/ experts for routine building inspections or reports. 2. Engage tradespersons, contractors/ consultants/ experts on behalf of the owners for non routine building works 	<ol style="list-style-type: none"> 1. B 2. B
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the approval of the person on behalf of whom the <i>agent</i> is acting.	<ol style="list-style-type: none"> 1. Provide after hours emergency message service 2. Attend to routine repairs, maintenance and replacement of owners corporation property that is Standard Work provided that any expenditure incurred by the agent on such matters without obtaining the approval of the owners corporation does not exceed \$1,000 (unless in an emergency). 3. Liaise with contractors regarding Standard Work 	Included
	<ol style="list-style-type: none"> 4. Obtain quotations for routine repair, maintenance & replacement of owners corporation property 	4. B
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>owners corporation</i> of a <i>principal contractor</i> within the meaning of regulation 293 of the WHS Regulation 2011 for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval.	<ol style="list-style-type: none"> 1. Attend to routine repairs, maintenance and replacement of owners corporation property that is Standard Work provided that any expenditure does not exceed \$1,000 (unless in an emergency) 2. As briefed, obtain quotes and estimates from contractors and experts for the undertaking of Non-Standard Work 3. Execute contracts for and on behalf of the Owners Corporation with appropriate contractors 4. Liaise with contractors regarding Non-Standard Work 	<ol style="list-style-type: none"> Included 2. B 3. B 4. B
Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>scheme</i> .	<ol style="list-style-type: none"> 1. Pay monthly management fees 2. Pay disbursements and expenses 	<ol style="list-style-type: none"> 1. Included 2. Included

Duties & Functions	Limitation on Authority Undertaking duties & functions limited to items below	Fee Method Refer to
Arranging insurance cover for the <i>scheme</i> . (assumes the agent either receives insurance commissions from the insurance broker or the building pays an equivalent rebate)	1. Arrange insurance valuation as required under the Act 2. Arrange quotations for insurance required under the Act 3. Arrange quotations for other insurance 4. Submit quotations to committee and renew according to instructions	Included
	5. Prepare and lodge routine insurance claims (max time/claim 15 minutes) 6. Pay premiums once approved by the owners corporation	Included
	7. Prepare and lodge non-routine insurance claims 8. Claims administration and other activities involved in minimization of loss, liaison with loss adjustors and related activities* 9. Insurance disclosure statements (if the committee are unable or unwilling to complete for the statements on behalf of the OC)	7. B 8. B 9. D
Serving notices to comply with a by-law.	Issue notices under section 146 of the Strata Schemes Management Act 2015 on receipt of written instructions from the strata committee or a delegated member of the strata committee	B
Managing the capital works fund and the administrative fund.	1. Prepare administrative and capital works fund budgets 2. Arrange for preparation or updating of capital works fund plan in accordance with the Act 3. Monitor income and expenditure of the two funds.	Included
Undertaking steps necessary to recover any money owing in relation to levies & other amounts owing to the Owners Corporation.	1. Monitor arrears.	Included
	2. Liaise with collection agency/ lawyers/lot owners and owners corporation regarding recovery actions	2. B
	3. Act in accordance with owners corporation's instructions in relation to judgements/ bankruptcy/ liquidation proceedings	3. B
	4. Issue replacement levy notices or statements	4. D
	5. Print and post notice of overdue levy (demand letter, final notice)	5. D
	6. Issue instructions to collection agency or lawyer for recovery of outstanding levy contributions, costs and interest.	6. D
Representing the <i>owners corporation</i> in tribunal or court proceedings.	1. Draft or lodge applications for mediation, adjudication and appeals.	1. B
	2. Draft instructions or provide briefing to legal providers to assist in court/ tribunal matters	2. B
	3. Liaise with legal and other service providers	3. B
	4. Attend any meeting, mediation or hearing in relation to court or tribunal proceedings	4. B
Paying accounts in relation to the <i>scheme</i> (for example, accounts for water charges, council rates and maintenance).	1. Check invoices for compliance with GST, ABN etc. 2. Pay invoices on behalf of Owners Corporation 3. If required, submit invoices to committee for approval	Included
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings.	1. Provide meeting room at agent's premises / set up teleconference meetings	1. Included
	2. Arrange for venue for meetings (any cost of venue to be borne by Owners Corporation)	2. B
	3. Prepare & distribute notices of Annual General Meetings	3. Included
	4. Attend and Chair AGMs and concurrent Strata Committee meetings (business hours only). Excludes buildings that exceeds 100 lots where multiple people may be required to administer the meeting. Charges will apply on a per person required basis.	4 Included
	5. Prepare & distribute minutes of AGM and concurrent Strata Committee Meetings	5. Included
Arranging and undertaking administrative duties in relation to other General Meetings	1. Provide meeting room at agent's premises	Included
	2. Arrange for venue for meetings (any cost of venue to be borne by Owners Corporation)	B
	3. Prepare & distribute notices of extraordinary general meetings	B
	4. Attend and Chair extraordinary general meetings	B
	5. Prepare & distribute minutes of extraordinary general meetings (EGM)	B
	6. Prepare & distribute notices of adjourned general meetings	B
	7. Attend and Chair adjourned general meetings	B
	8. Prepare & distribute minutes of adjourned general meetings	B
Arranging and undertaking administrative duties in relation to other meetings	1. Provide meeting room at agent's premises	1. Included
	2. Arrange for venue for meetings (any cost of venue to be borne by Owners Corporation)	2. B
	3. Prepare and distribute notices of Strata Committee meetings	B
	4. Attend and Chair Strata Committee meetings	B
	5. Prepare and distribute minutes of Strata Committee meetings (including those held pursuant to Schedule 2 Clause 9 (2) of the Act)	B
	6. Arrange, prepare for and attend site inspections and meetings	B
	7. Prepare notice, attend & chair meeting, prepare & distribute minutes for tenants' meeting	B

Duties & Functions	Limitation on Authority Undertaking duties & functions limited to items below	Fee Method Refer to
Regulatory compliance	1 Engage suitably qualified contractors to carry out reviews of essential fire services, lifts, hydraulics, other plant & equipment and WH&S compliance	B
	2. Arrange and coordinate the inspection and testing necessary to obtain certification from suitably qualified contractors of essential fire services, lifts, hydraulics, other items and WH&S compliance	
	3. Prepare and lodge annual certification of essential fire services, lifts and other items of plant with the relevant authorities on behalf of the owners corporation	
	4. Arrange for inspection, removal and compliance in respect of asbestos	
	5. Arrange inspection, registration & certification of pools & spas including works to make them compliant	2. B 3. D
	6. Arrange inspection, quotes, installation and certification of window safety devices	4. B 5. D
	7. Liaise with Council, consultants and contractors in relation to Fire Order & other compliance matters	6. B 7. B
Arranging rectification of common property building defects	1 Receive and record reports of defects and/or damage from owners and occupiers	B
	2 Notify defects to builder and home owners warranty insurer	B
	3 Engage experts and consultants to investigate and report	B
	4 Prepare and lodge complaints and applications with the Office of Fair Trading	B
	5 Obtain plans, specifications and documents to support an application or claim	B
	6 Engage consultants to manage claims, settlements and remediation of defects	B
	7 Prepare and lodge claims with home owners warranty insurers	B
	8 Liaise with owners, occupants, insurers, assessors, builders, experts, consultants and legal services providers	B
Administration of by-laws	1 Answer routine queries about by-laws	1. Included
	2 Issue routine requests to comply with by-laws	2. B
	3 Liaise with owners, occupants and agents in relation to by-law compliance	3. B
	4 Provide copy of by-laws to Owners/Agents	B
	5 Arrange drafting of new by-laws or amendments to existing	B
	6 Arrange/prepare for registration and/or consolidation of by-law/s	B
	7 All other activities relating to by-laws	B
Extra services resulting from a building manager or caretaker ceasing to perform services	1 Arrange maintenance and repairs 2 Authorise invoices 3 Attend to building security issues 4 Arrange security and concierge services 5 Arrange building services 6 Arrange access for contractors 7 Arrange building certifications 8 Manage a greater volume of inquiries from occupants	Agreed services fee to be increased by negotiation or Schedule B to apply to all activities
Establishing and monitoring supplier compliance	1 Liaise with service provider and contractors on compliance matters	B
	2 Appoint service provider to establish & monitor supplier compliance	Service provider fee payable by principal
Arranging legal services	1 Obtain cost disclosures from legal practitioners and circulate to owners in accordance with the Act	Included
	2 Brief solicitors and obtain legal opinions	
	3 Liaise with and provide assistance to solicitors and Strata Committee or owners concerning any legal or NCAT matter	B
Attending to building security issues	1 Arrange for monitoring or review of CCTV records	B
	2 Liaison with Police following an event within the strata plan	B
	3 Maintain key register	D
	4 Provide security keys, tags or remote controllers to owners/ tenants	D
	5 Arrange for whole building replacement or re-issue of security keys, tags or remote controllers	B

* These fees have been negotiated between the parties to the agreement

Schedule B – Fees

Item	Charge (GST inclusive)	Unit
Hourly Rates – Includes travel time where applicable		
Assistant Strata Manager and Administration Staff	\$44.00	Per 15 minutes
Strata Manager	\$55.00	Per 15 minutes
Principal / Director	\$82.50	Per 15 minutes
Hourly rates after business hours weekdays (after 5pm and before 9am)	Hourly rate + 50%	Per 15 minutes
Hourly rates on weekends/public holidays	Hourly rate +100%	Per 15 minutes
Fees (non recoverable)		
Audit preparation – providing information for audits to accountant	\$165.00	Per audit.
Broadband installation (e.g. NBN & TPG) or any other statutory installation of a mandatory nature.	Relevant hourly rate	Per 15 minutes
Building inspections – At the request of the OC, SC or Owner or when reasonably required at the agent's full discretion to fulfill the agents obligations under this agreement	Relevant hourly rate	Per 15 minutes
Building Warranty, Insurance & Defects	Relevant hourly rate	Per 15 minutes
Building notices – Any building notices or mass distributions	\$55.00	Per notice
By-laws - Providing copy of By-laws/ house rules	\$55.00	Per requirement / change
Council dealings – any time required to liaise with council on any issues arise.	Relevant hourly rate	Per 15 minutes
Council clean ups – relevant only to councils that require the strata manager to arrange (includes notice to all owners)	\$110.00	Per request
Disputes – includes internal correspondence and mediation	Relevant hourly rate	Per 15 minutes
Insurance (non standard or when commissions are not received) claims	Relevant hourly rate	Per 15 minutes
Meetings - Attending & administration any meetings at the request of or required by the Owners Corporation, Strata Committee or Lot Owner. Excludes AGMs held during business hours.	Relevant hourly rate	Per 15 minutes
Non standard building works – Works that require ongoing involvement and cannot be resolved with a standard work order. This includes works involving adjoining properties.	Relevant hourly rate	Per 15 minutes
Non standard building works notices – notices to adjoining properties or other third parties.	\$110.00	Per notice
Quotes – Quotes for works estimated to be \$1000 or under are generally not sourced as there is not sufficient merit (or will be subject to per quote costs if insisted on). Quotes over \$1000:	\$55 per quote	For 3 rd or more quote (ie first 2 are not charged)
Retender service contracts	\$220.00	Per Contract
Tribunal attendance – Usually carried out by Principal. Agent reserves the right to refuse involvement on the grounds that they are not qualified or are not in a position to take a side on the subject matter.	\$82.50	Per 15 minutes
WH & S issues, attending to certification & safety/compliance matters	Relevant hourly rate	Per 15 minutes
Window restrictor installation & compliance certification	Relevant hourly rate	Per 15 minutes
Recoverable fees – Fees that are recoverable from lots where applicable (ie no cost to Owners Corporation)**		
Bylaw warnings – letters or emails to any parties deemed by the strata committee to be in breach of bylaws (includes ongoing correspondence with SC and relevant parties).	\$165.00	Per notice
Debt recovery – stage 3 (pre legal phone call)	\$77.00	Per event
Debt recovery - stage 4 providing instructions for recovery	\$220.00	Per notice
Notice to comply – issue notice pursuant to written instruction	\$330.00	Per notice

* These fees have been negotiated between the parties to the agreement

** Recoverable fees may be subject to tribunal interpretation and direction. Attempts to recover costs will be at the direction of the SC.

Schedule C - Disclosure schedule

Schedule C1 - The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
CHU	Up to 20%	Paid on base premium
Strata Unit Underwriters	Up to 20%	Paid on base premium
Honans Insurance	Up to 20%	Paid on base premium
Austbrokers	Up to 20%	Paid on base premium
Management fees nominated in this agreement has been priced on a calculation that the agent will receive insurance commissions needed to support the service and maintain sustainable work practices. Should the Owners Corporation elect to use an insurance broker that does not share commissions the agent relies on to deliver the management fees quoted, the Owners Corporation accepts it will pay the agent a monthly fee to the equivalent of what the agent would have otherwise received (current rate quoted above).		

Schedule C2 - The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure

Strata Meeting Policy

The Owner's Corporation is entitled to one Annual General Meeting (AGM) per year held during business hours (9am to 5pm) with a duration of one hour as part of the agreed services and this AGM will not incur any extra charges. To clarify, the AGM covered by this agreement relates to the meeting at the commencement of financial year. Hourly rates will apply to all other meetings.

The following also applies to all meeting requests:

- Management may refuse any physical face to face meetings if a safe and professional venue cannot be provided or if there has been a history of rude, aggressive or hostile behaviour to staff by any members of the owners corporation. This includes any health concerns relating to covid 19 or any transmissible illness.
- Travel time to and from meetings (if applicable) form part of the meeting duration for the purpose of fees payable.
- Video conference meetings are now common practice in Strata Management and strongly encouraged for the following reasons:
 - We are experiencing better participation rates by being able to include those who may otherwise be unable to attend due to distance or work commitments.
 - Meetings tend to be less confrontational and reduce anxiety when discussing matters that may be controversial.
 - Meeting times and costs are reduced.
 - People can attend meetings from the comfort of their own homes.

Schedule D - Charges and associated fees*

Item	Charge (GST Inc)	Unit
Accounting		
Disbursements Fee (fixed expense) – All postage, photocopying and issuing of all levies and other correspondence. Includes fixed software expenses.	\$4.60	Per lot per month
ABN/TFN/GST Registration /Deregistration	\$55.00	Per plan
BAS Statement, Tax return & Audit preparation	\$165.00	Per event
Investment funds set up and closure	\$110	Per request
Insufficient funds management (payable when there are insufficient funds to pay invoices)	\$165.00	Per month where there are insufficient funds to pay invs
Compliance		
Air Conditioning - Annual Cooling Tower Certification	\$275.00	Per statement
Fire - Preparing/lodging Annual Fire Safety Statement	\$275.00	Per statement
Fire – interim AFSS submissions where needed	\$137.50	Per statement
Lift – Annual Lift certification	\$275.00	Per site per Certificate
Pool – Certification certificates	\$275.00	Per certificate
Notices to residents regarding compliance activity	\$55.00	Per notice
Trade compliance	\$110.00	Per annum per plan
Insurance Disclosures (where SC does not complete)	\$55.00	Per statement
Other		
By-laws – bylaw registration administration (stamping and signing documents for lawyers)	\$110.00	Per registration
New building set up (for buildings 30 lots and over)	\$5.00	Per lot
Courier	At cost plus 10%	Per item
New owner pack	\$55.00	Per lot
Strata roll - Supply Strata Roll folder	\$55.00	Per strata roll
Strata Hub registrations	\$220.00	Per annum
Termination / handover fee	\$550.00	Per plan
Utility invoice redirections (Due to utility company procedures, these are proving very time consuming to change)	\$220.00	Per Invoice
Other direct expenditure	At cost plus 10%	Per transaction
Recoverable fees – Fees that are recoverable from lots where applicable (ie no cost to Owners Corporation)**		
Debt recovery – stage 1 reminder	\$33.00	Per notice, on-charged to lot
Debt recovery - stage 2 demand	\$55.00	Per notice, on-charged to lot
Debt recovery – stage 3 (pre legal phone call)	\$77.00	Per event, on-charged to lot
Debt recovery - stage 4 providing instructions for recovery	\$220.00	Per notice, on charged to lot
Inspecting records	Statutory rate (Currently \$34.10)	per hour
Producing Section 184 certificate (standard)	Statutory rate (Currently \$119.90)	per certificate
Producing Section 184 certificate (garage/services lot)	Statutory rate (\$59.95)	per certificate
Keys - Providing security keys / fobs / remotes to owner/tenant (recoverable from applicant)	\$77.00	Per transaction (unless stated otherwise)

* These fees and charges have been negotiated between the parties to the agreement

** Recoverable fees may be subject to tribunal interpretation and direction. Attempts to recover costs will be at the direction of the SC.



**MINUTES OF THE EXTRAORDINARY GENERAL MEETING
THE OWNERS - STRATA PLAN 83633**

ADDRESS OF THE STRATA SCHEME:

208-214 Blaxland Road, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: An Extraordinary General Meeting of The Owners - Strata Plan 83633 was held on 24/03/2022 at by written vote. The meeting commenced at 12:00 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
2	2	Yes	Woodhams, M
5	5	Yes	Brown, H
9	9	Yes	Kong, Y
13	13	Yes	Erickson Thornton, Jessica L
22	22	Yes	Abbey, S.

CHAIRPERSON (acting): Raymond Rez

Minutes of the meeting:

1 MINUTES

Resolved that the minutes of the last general meeting of the owners corporation be confirmed as a true record of the proceedings of that meeting.

2 UNIT 8 - RESPONSIBILITY FOR RENOVATION MAINTENANCE

Resolved the Owners - Strata Plan No 83633 SPECIALLY RESOLVES pursuant to section 106(3) of the *Strata Schemes Management Act 2015* that:

- (a) it is inappropriate to maintain, renew, replace or repair the common property comprised within, or affected or occupied by the works defined as Works in the following by-law; and
- (b) this decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

3 UNIT 8 - RENOVATION BY-LAW APPROVAL

Resolved the Owners - Strata Plan No 83633 SPECIALLY RESOLVES pursuant to sections 141 and 143 of the *Strata Schemes Management Act 2015* to change the by-laws of the strata scheme by making a common property rights by-law adding to the by-laws applicable to Strata Plan No 83633 in the following terms:

SPECIAL BY- LAW NO < >

WORKS (LOT 8)

PART 1

PREAMBLE

1.1 This by-law is made pursuant to Parts 6 and 7 of the Act.

- 1.2 The purpose of this by-law is to:
- (a) permit the Owner to retain the Works; and
 - (b) confer on the Owner a right of exclusive use and enjoyment, and a special privilege, in respect of the common property concerned or affected by the Works.
- 1.3 The rights conferred by this by-law shall enure for the benefit of the Owner.

PART 2

DEFINITIONS AND INTERPRETATION

Definitions

- 2.1 In this by-law, unless the context otherwise requires:
- (a) **Act** means the *Strata Schemes Management Act 2015*.
 - (b) **Authority** means any government, semi government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but not limited to the local council, a court or a tribunal.
 - (c) **Building** means the building forming part of the Strata Scheme.
 - (d) **Lot** means Lot 8.
 - (e) **Owner** means the owner for the time being of the Lot.
 - (f) **Owners Corporation** means the owners corporation constituted upon registration of the Strata Plan.
 - (g) **Strata Plan** means Strata Plan No 83633.
 - (h) **Strata Scheme** means the strata scheme relating to the Strata Plan situated at 208-214 Blaxland Road, Ryde NSW 2112.
 - (i) **Works** means any works undertaken to the Lot or to the common property in connection with the Lot as at the date of registration of this by-law, including but not limited to:
 - (i) Installation of timber frame and door (with lock) to the entry of the storage area located on basement 1 of the Building adjacent to the Lot car space and identified as "SA" on the Strata Plan; and
 - (ii) any ancillary works in relation to the above.

Interpretation

- 2.2 In this by-law, unless the context otherwise requires or permits:
- (a) the singular includes the 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) a reference to the Owners Corporation includes, where applicable, the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes that Owner's executors, administrators, successors, permitted assigns or transferees;
- (g) to the extent of any inconsistency between the by-laws applicable to the Strata Plan and this by-law, the provisions of this by-law shall prevail;
- (h) if any provision or part of a provision in this by-law is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and/or the relevant provision shall remain in full force and effect; and
- (i) if any provision or part of a provision in this by-law is held or found to be harsh, unconscionable and/or oppressive under section 150 of the Act, that provision or part of a provision shall be deemed to be severed from this by-law or that provision, and the Owners Corporation agrees to and accepts the remainder of this by-law and/or the relevant provision shall remain in full force and effect.

PART 3

GRANT OF RIGHT

- 3.1 Subject to Part 4 of this by-law the Owner shall have:
- (a) a special privilege to retain the Works to and on the common property and benefiting their Lot; and
 - (b) exclusive use and enjoyment of those parts of the common property occupied by the Works.

CONDITIONS FOR PAST WORKS

Owner Warranty

- 3.2 To the best of their knowledge and belief, the Owner warrants to the Owners Corporation that the Works:
- (a) were carried out with due care and skill;
 - (b) were carried out in compliance with the *Home Building Act 1989* and all other applicable laws including but without limitation in relation to fire safety;
 - (c) were carried out in accordance with the provisions of all applicable building codes and standards including but without limitation the National Construction Code and the Australian Standards;
 - (d) comprised materials that were good and suitable for the purposes for which those materials were used; and
 - (e) were carried out by persons who were properly qualified to carry out such works including but without limitation appropriately licensed contractors.

PART 4

ENDURING RIGHTS AND OBLIGATIONS

Ongoing Responsibilities and Indemnity

4.1 The Owner must at their cost:

- (a) carry out all necessary works to restore the affected areas of the common property to a condition comparable to the adjacent areas of the common property should any part of the Works be removed;
- (b) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law) unless the Owner obtains separate approval from the Owners Corporation to carry out such alterations, additions or works;
- (c) properly maintain and keep all areas of the common property comprised within, or affected or occupied by the Works in a state of good and serviceable repair;
- (d) properly maintain and upkeep the Works and those parts of the Lot the subject of this by-law in a state of good and serviceable repair and must repair or replace the Works as required from time to time;
- (e) ensure that the Works do not at any time cause any damage including but not limited to water escape or water penetration to the Lot, another lot or the common property;
- (f) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (g) provide the Owners Corporation with access to inspect the Lot from time to time and within 24 hours of any reasonable written request from the Owners Corporation;
- (h) remain liable for any damage to the Lot, another lot or the common property arising out of or in connection with the Works and will make good that damage immediately after it has occurred;
- (i) indemnify the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being common property or any lot, caused by, arising out of or related to the Works including their installation, repair, maintenance, replacement, removal and/or use.

Default

4.2 Should the Owner fail to comply with any obligation under this by-law:

- (a) the Owners Corporation may request, in writing, that the Owner complies with the terms of the by-law and the Owner must take all reasonable steps to comply with the Owners Corporation's request;
- (b) without prejudice to any other rights, the Owners Corporation may enter upon the Lot to inspect and to carry out any reasonable work to rectify the Owner's breach of this by-law;
- (c) the Owner must indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the Owner's breach of this by-law; and
- (d) the Owners Corporation may recover from the Owner, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

Ownership of Works

- 4.3 The Works shall be carried out at the cost of the Owner and shall remain the property of the Owner.

Cost of By-law, Approvals and Certification

- 4.4 The Owner shall be responsible for all costs associated with the Works and any work required to be undertaken by the Owners Corporation pursuant to this by-law, including but not limited to:
- (a) the drafting, consideration, approval and registration of this by-law and the payment of all legal and strata managing agent fees applicable to the drafting, consolidation, approval and registration of this by-law;
 - (b) approving any plans, drawings or other documentation for the Works; and
 - (c) obtaining and considering any certification in relation to the Works.

Applicability

- 4.5 In the event that the Owner desires to remove the Works installed under this by-law (or otherwise), the Owners must obtain separate approval from the Owners Corporation in relation to that removal.

EXPLANATION FOR MOTION

The owner of Lot 8 in Strata Plan No 83633 has previously carried out works to their Lot and the common property without the authorisation of the Owners Corporation and seeks retrospective approval of those works. The purpose of these motions is to grant to the owner a special privilege to keep the past works already carried out in the Lot and to common property and a right of exclusive use and enjoyment of the common property affected by such works in accordance with the conditions specified in the by-law.

VOTING FORM

CLOSURE: There being no further business, the chairperson declared the meeting closed at 12:30 PM.



MINUTES OF THE ANNUAL GENERAL MEETING THE OWNERS - STRATA PLAN 83633

ADDRESS OF THE STRATA SCHEME:

208-214 Blaxland Road, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 83633 was held on 12/12/2022 by Zoom Videoconference. The meeting commenced at 05:30 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Marquis, IB & JM
2	2	Yes	Woodhams, M
9	9	Yes	Kong, Y
13	13	Yes	Erickson Thornton, Jessica L
14	14	Yes	, Alexander Leonardi and Raquel Lobo
18	18	Yes	Vakirtzis, G
22	22	Yes	Abbey, S.
26	26	Yes	Pisano, M.

CHAIRPERSON: Dan Hinton

The Chairperson declared a quorum, and commenced the meeting.

Minutes of the meeting:

1 MINUTES

Resolved that the minutes of the last general meeting of the owners corporation be confirmed as a true record of the proceedings of that meeting.

2 INSURANCE

Resolved that the current office bearers liability and fidelity guarantee policies be confirmed, and; That current insurance cover be confirmed, and no valuation is required.

Last valuation report received 30/06/2020 which valued the building at \$10635000.

3 FINANCIAL STATEMENTS

Resolved that the accounts for the period ended 30/11/2023 be adopted.

4 AUDITOR

Resolved that an auditor not be engaged to audit the annual accounts.

5 CAPITAL WORKS FUND FORECAST

Resolved that the Owners Corporation confirm the current Capital Works Fund Forecast is adequate and no review is currently required.

Report on file: 16/09/2020

6 MAINTENANCE WORKS

Resolved that the Owners Corporation issued the following maintenance/repair instructions

- Proactive to attain a quote to get the trade toilet working in the carpark
- Proactive to raise a work order to repair the light outside unit 22
- Proactive to attain quote to wash external windows.
- Proactive to contact Rueban about the issue of unit 14 carspace flooding can it be resolved?
- Proactive to distribute a building notice to address:
 - Shoes being left in hall way
 - lift button B1 asking residents not to press buttons to hard
- Proactive to issue notice of Council Gerneal household Clean up for 2023

7 CHILD WINDOW DEVICES

Resolved that the Owners Corporation confirms it has installed compliant Child Window Safety devices.

8 BUDGET AND LEVY CONTRIBUTIONS

Resolved that the Owners Corporation adopt the proposed budget, and in accordance with Sections 79 & 81 of the Strata Schemes Management Act 2015, levy contributions to the Administrative and Capital Works funds as follows:

- Administration Fund - **\$80,000.00**
- Capital Works Fund - **\$15,000.00**

in equal quarterly instalments due on **01/02/2024, 01/05/2024, 01/08/2024, 01/11/2024**

Manager notes: The proposed budget contemplates no material change to the levies paid in the previous financial year.

Owners acknowledge that, pursuant to section 83(4) of the Strata Schemes Management Act, levy notice reminders are not a pre-requisite of payment, and that Owners should be aware of levies due and owing as agreed at this meeting. Whilst the Agent takes all reasonable care in circulating levy notices as part of their standard service, they do not take responsibility that notices are successfully received by Owners (particularly those who receive notice via post). It is the Owner's obligation to ensure the Agent is promptly updated in writing with correct notice delivery instructions.

9 STRATA COMMITTEE

Resolved that, pursuant to section 30 of the Strata Schemes Management Act, the Owners Corporation:

1. Receive and announce nominations to the strata committee,
2. Close nominations and determine the number of the strata committee members, and
3. If the number of nominations is greater than the number of members, hold a ballot vote, or;
4. The nominated members are elected to the strata committee.

The six committee as follows:

- Chairperson: Jess Thornton
- Secretary : Jess Thornton
- Treasurer: Guillaume Davies
- Members: Listed below

Ian Marquis, Melissa Woodhams, Yuk Kong, Greta Vakirtzis

10 RESTRICTED MATTERS

Resolved that the Owners Corporation determine that the Committee may make any decision it is empowered to make by the Strata Schemes Management Act and Strata Schemes Management Regulations.

11 REAPPOINTMENT OF MANAGING AGENT

Resolved that in accordance with Section 49 of the Strata Schemes Management Act 2015 (Act) that:

1. Verdun Walsh Real Estate trading as Proactive Strata Services (or as otherwise advised) is reappointed as strata managing agent of Strata Scheme 83633.
2. The owners corporation delegate to the Agent all of the functions of:
 - (i) the owners corporation (other than those listed in Section 52(2) of the Act); and,
 - (ii) its chairperson, secretary, treasurer and strata committee, necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement.
 1. the delegation to the Agent is to be subject to the condition and limitation in the Agreement; and
 2. the owners corporation execute the Agreement to give effect to this appointment and delegation; and
3. authority be given for the common seal of the owners corporation to be affixed to the Agreement by the owners as determined at this meeting

That, where meetings are not held in person or where owners are unable to sign the agency agreement on behalf of the Owners Corporation, the Strata Manager is authorised to sign the agency agreement on behalf of the Owners Corporation and affixes the common seal as an agreed method of executing the agency agreement.

12 OVERDUE CONTRIBUTIONS AND PAYMENT PLANS

Resolved that the Owners Corporation Strata Plan 83633 resolve pursuant to the Strata Schemes Management Act 2015 (including Section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and /or the Strata Committee to do any one or more of the following without further instruction:

1. to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans, in accordance with the below schedule;
 - i. Stage 1: A reminder notice is issued for \$44.00 and charged to the owner for levies in arrears exceeding \$100.00 and 30 days after the payment due date.
 - ii. Stage 2: A final notice is issued for \$55.00 and charged to the owner for levies in arrears exceeding \$100.00 and 60 days after the payment due date.
 - iii. Stage 3: A final phone call is made to owners for \$77.00 and charged to the owner for levies in arrears exceeding \$1,000.00 and 120 days after the payment due date.

- iv. Stage 4: If payment is not made following stage 3, a notice of commencement of legal action is issued for \$220.00 and charged to the owner and the debt is automatically referred to a professional debt collection agency.
2. to engage or appoint legal representation to collect a debt, obtain legal advice and/or retain legal representation on behalf of Strata Plan 83633;
 3. to issue demands, commence, pursue or defend any court, tribunal or any other proceeding against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of recovery of levy contributions and the recovery of other debts including penalties, interest, legal and other costs;
 4. enter and enforce any judgement obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings and maintaining bankruptcy proceedings or winding up proceedings;
 5. filing and appeal or defending an appeal against any judgement concerning the collection of levy contributions;
 6. liaise, instruct and prepare all matters with the Owners Corporation's lawyers and experts in relation to any levy recovery proceedings, and;

That the Owners Corporation Strata Plan 83633 resolve to agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the Strata Manager and/or the Strata Committee the ability to enter into, arrange, monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the Strata Committee or Owners Corporation by resolution.

Note: *This resolution gives the Owners Corporation the power to take action to recover unpaid levies, interest and recovery costs including commencing proceedings and enforcing judgements obtained in legal proceedings for the recovery of unpaid levies, interest and recovery costs.*

Pursuant to Section 85(5) - 85(7) of the Strata Schemes Management Act 2015 and Regulation 18 and 19 of the Strata Scheme Management Regulations 2016 an Owners Corporation may agree to enter into payment plans generally or in particular cases for the payment of overdue contributions by a resolution passed at a general meeting. This resolution provides the power for the Owners Corporation to enter into such payment plans.

The values in paragraph (a) of the motion are subject to change without notice.

13 DISCLOSURE OF COMMISSIONS

Resolved that the Owners Corporation, pursuant to Section 60 of the Strata Schemes Management Act 2015, confirms and acknowledges that the agent has disclosed all commissions or training services provided to the Strata Managing Agent for the Strata Scheme.

The agent received \$2,039.81 last financial year from the insurance brokerage and \$0 in training services. Subject to insurance premiums paid next financial year, similar amounts will be received next financial year on a prorated basis.

14 GENERAL MEETING VOTING METHODS

Resolved that pursuant to schedule 1, subclause 28 of the Strata Schemes Management Act 2015 and section 14 of the Strata Schemes Management Regulation 2016, the Owners Corporation approves the following other methods of voting

1. By teleconference/videoconference,
2. By email or other electronic means before or at the meeting (voting in writing),
3. By email or other means before the meeting is held (pre-meeting voting)

Note: *This motion does not determine how meetings will be held and meeting methods will be considered on the requirements of the situation. This motion merely confirms these options are available if need be.*

15 ANNUAL FIRE SAFETY STATEMENT

Resolved that the Owners Corporation:

1. engage a competent person to inspect the fire safety measures in Strata Plan 83633 and authorise that person to sign the Annual Fire Safety Statement on behalf of Strata Plan 83633 if required.
2. authorises the Strata Managing Agent to submit the completed Annual Fire Safety Statement to the Council and the Fire Commissioner when requested by council.
3. Recovers without further instructions any re-inspection costs from lot owners who fail to provide access at any annual inspections

The Owners Corporation understand that if Council requests an Annual Fire Safety Statement (AFSS) they are obliged to comply or risk statutory fines. In such an eventuality, the scheme's nominated contractor will allocate a date to undertake an annual inspection within 3 months of the AFSS expiry date without consultation. All units must supply access to each unit during the annual inspection or reinspections and associated fees will be required until each unit is certified compliant. Owners are responsible and liable for any third parties that may fail to comply with any reasonable instructions during this process.

16 NEXT ANNUAL GENERAL MEETING

That the Owners Corporation schedule a date, time and venue for the next Annual General Meeting.
The next AGM will be held:

- Day - Thursday (**amended from** Tuesday)
- Date - 1st February 2024 (**amended from** 16th January)
- Time - 5pm
- Location - Zoom

Please note that any details resolved may be subject to change closer to the event should unforeseen circumstances arise.

17 MATTERS ARISING

Resolved that the Owners Corporations discussed the below matters and issued the following instructions:

- Owners resolved for the current tenants of unit 1 to have a pet dog

CLOSURE: There being no further business, the chairperson declared the meeting closed at 06:19 PM.



Approved Budget to apply from 01/12/2022

SP 83633

208-214 Blaxland Road, RYDE NSW 2112

Administrative Fund

Approved
budget

Revenue

Levies Due--Admin	80,000.00
<i>Total revenue</i>	<u>80,000.00</u>

Less expenses

Admin--Agent Disburst--Other	1,400.00
Admin--Management Fees--Standard	5,200.00
Insurance--Premiums	15,000.00
Maint Bldg--Cleaning	20,000.00
Maint Bldg--Fire Protection	3,000.00
Maint Bldg--General Repairs	10,000.00
Maint Bldg--Lift--Maintenance Contract	8,500.00
Maint Bldg--Lift--Telephone	660.00
Utility--Electricity	7,000.00
Utility--Water & Sewerage	8,000.00
<i>Total expenses</i>	<u>78,760.00</u>

Surplus/Deficit

	<u>1,240.00</u>
Opening balance	8,867.92

Closing balance

\$10,107.92

Total units of entitlement	1041
Levy contribution per unit entitlement	\$76.85

Capital Works Fund**Approved
budget****Revenue**

Levies Due--Capital Works	15,000.00
<i>Total revenue</i>	<u>15,000.00</u>

Surplus/Deficit15,000.00

Opening balance

26,033.23

Closing balance\$41,033.23

Total units of entitlement 1041

Levy contribution per unit entitlement \$14.41



MINUTES OF THE ANNUAL GENERAL MEETING THE OWNERS - STRATA PLAN 83633

ADDRESS OF THE STRATA SCHEME:

208-214 Blaxland Road, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 83633 was held on 12/12/2022 by Zoom Videoconference. The meeting commenced at 05:30 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	Marquis, IB & JM
2	2	Yes	Woodhams, M
9	9	Yes	Kong, Y
13	13	Yes	Erickson Thornton, Jessica L
14	14	Yes	, Alexander Leonardi and Raquel Lobo
18	18	Yes	Vakirtzis, G
22	22	Yes	Abbey, S.
26	26	Yes	Pisano, M.

CHAIRPERSON: Dan Hinton

The Chairperson declared a quorum, and commenced the meeting.

Minutes of the meeting:

1 MINUTES

Resolved that the minutes of the last general meeting of the owners corporation be confirmed as a true record of the proceedings of that meeting.

2 INSURANCE

Resolved that the current office bearers liability and fidelity guarantee policies be confirmed, and; That current insurance cover be confirmed, and no valuation is required.

Last valuation report received 30/06/2020 which valued the building at \$10635000.

3 FINANCIAL STATEMENTS

Resolved that the accounts for the period ended 30/11/2023 be adopted.

4 AUDITOR

Resolved that an auditor not be engaged to audit the annual accounts.

5 CAPITAL WORKS FUND FORECAST

Resolved that the Owners Corporation confirm the current Capital Works Fund Forecast is adequate and no review is currently required.

Report on file: 16/09/2020

6 MAINTENANCE WORKS

Resolved that the Owners Corporation issued the following maintenance/repair instructions

- Proactive to attain a quote to get the trade toilet working in the carpark
- Proactive to raise a work order to repair the light outside unit 22
- Proactive to attain quote to wash external windows.
- Proactive to contact Rueban about the issue of unit 14 carspace flooding can it be resolved?
- Proactive to distribute a building notice to address:
 - Shoes being left in hall way
 - lift button B1 asking residents not to press buttons to hard
- Proactive to issue notice of Council Gerneal household Clean up for 2023

7 CHILD WINDOW DEVICES

Resolved that the Owners Corporation confirms it has installed compliant Child Window Safety devices.

8 BUDGET AND LEVY CONTRIBUTIONS

Resolved that the Owners Corporation adopt the proposed budget, and in accordance with Sections 79 & 81 of the Strata Schemes Management Act 2015, levy contributions to the Administrative and Capital Works funds as follows:

- Administration Fund - **\$80,000.00**
- Capital Works Fund - **\$15,000.00**

in equal quarterly instalments due on **01/02/2024, 01/05/2024, 01/08/2024, 01/11/2024**

Manager notes: The proposed budget contemplates no material change to the levies paid in the previous financial year.

Owners acknowledge that, pursuant to section 83(4) of the Strata Schemes Management Act, levy notice reminders are not a pre-requisite of payment, and that Owners should be aware of levies due and owing as agreed at this meeting. Whilst the Agent takes all reasonable care in circulating levy notices as part of their standard service, they do not take responsibility that notices are successfully received by Owners (particularly those who receive notice via post). It is the Owner's obligation to ensure the Agent is promptly updated in writing with correct notice delivery instructions.

9 STRATA COMMITTEE

Resolved that, pursuant to section 30 of the Strata Schemes Management Act, the Owners Corporation:

1. Receive and announce nominations to the strata committee,
2. Close nominations and determine the number of the strata committee members, and
3. If the number of nominations is greater than the number of members, hold a ballot vote, or;
4. The nominated members are elected to the strata committee.

The six committee as follows:

- Chairperson: Jess Thornton
- Secretary : Jess Thornton
- Treasurer: Guillaume Davies
- Members: Listed below

Ian Marquis, Melissa Woodhams, Yuk Kong, Greta Vakirtzis

10 RESTRICTED MATTERS

Resolved that the Owners Corporation determine that the Committee may make any decision it is empowered to make by the Strata Schemes Management Act and Strata Schemes Management Regulations.

11 REAPPOINTMENT OF MANAGING AGENT

Resolved that in accordance with Section 49 of the Strata Schemes Management Act 2015 (Act) that:

1. Verdun Walsh Real Estate trading as Proactive Strata Services (or as otherwise advised) is reappointed as strata managing agent of Strata Scheme 83633.
2. The owners corporation delegate to the Agent all of the functions of:
 - (i) the owners corporation (other than those listed in Section 52(2) of the Act); and,
 - (ii) its chairperson, secretary, treasurer and strata committee, necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement.
 1. the delegation to the Agent is to be subject to the condition and limitation in the Agreement; and
 2. the owners corporation execute the Agreement to give effect to this appointment and delegation; and
3. authority be given for the common seal of the owners corporation to be affixed to the Agreement by the owners as determined at this meeting

That, where meetings are not held in person or where owners are unable to sign the agency agreement on behalf of the Owners Corporation, the Strata Manager is authorised to sign the agency agreement on behalf of the Owners Corporation and affixes the common seal as an agreed method of executing the agency agreement.

12 OVERDUE CONTRIBUTIONS AND PAYMENT PLANS

Resolved that the Owners Corporation Strata Plan 83633 resolve pursuant to the Strata Schemes Management Act 2015 (including Section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and /or the Strata Committee to do any one or more of the following without further instruction:

1. to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans, in accordance with the below schedule;
 - i. Stage 1: A reminder notice is issued for \$44.00 and charged to the owner for levies in arrears exceeding \$100.00 and 30 days after the payment due date.
 - ii. Stage 2: A final notice is issued for \$55.00 and charged to the owner for levies in arrears exceeding \$100.00 and 60 days after the payment due date.
 - iii. Stage 3: A final phone call is made to owners for \$77.00 and charged to the owner for levies in arrears exceeding \$1,000.00 and 120 days after the payment due date.

- iv. Stage 4: If payment is not made following stage 3, a notice of commencement of legal action is issued for \$220.00 and charged to the owner and the debt is automatically referred to a professional debt collection agency.
2. to engage or appoint legal representation to collect a debt, obtain legal advice and/or retain legal representation on behalf of Strata Plan 83633;
3. to issue demands, commence, pursue or defend any court, tribunal or any other proceeding against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of recovery of levy contributions and the recovery of other debts including penalties, interest, legal and other costs;
4. enter and enforce any judgement obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings and maintaining bankruptcy proceedings or winding up proceedings;
5. filing and appeal or defending an appeal against any judgement concerning the collection of levy contributions;
6. liaise, instruct and prepare all matters with the Owners Corporation's lawyers and experts in relation to any levy recovery proceedings, and;

That the Owners Corporation Strata Plan 83633 resolve to agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the Strata Manager and/or the Strata Committee the ability to enter into, arrange, monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the Strata Committee or Owners Corporation by resolution.

Note: *This resolution gives the Owners Corporation the power to take action to recover unpaid levies, interest and recovery costs including commencing proceedings and enforcing judgements obtained in legal proceedings for the recovery of unpaid levies, interest and recovery costs.*

Pursuant to Section 85(5) - 85(7) of the Strata Schemes Management Act 2015 and Regulation 18 and 19 of the Strata Scheme Management Regulations 2016 an Owners Corporation may agree to enter into payment plans generally or in particular cases for the payment of overdue contributions by a resolution passed at a general meeting. This resolution provides the power for the Owners Corporation to enter into such payment plans.

The values in paragraph (a) of the motion are subject to change without notice.

13 DISCLOSURE OF COMMISSIONS

Resolved that the Owners Corporation, pursuant to Section 60 of the Strata Schemes Management Act 2015, confirms and acknowledges that the agent has disclosed all commissions or training services provided to the Strata Managing Agent for the Strata Scheme.

The agent received \$2,039.81 last financial year from the insurance brokerage and \$0 in training services. Subject to insurance premiums paid next financial year, similar amounts will be received next financial year on a prorated basis.

14 GENERAL MEETING VOTING METHODS

Resolved that pursuant to schedule 1, subclause 28 of the Strata Schemes Management Act 2015 and section 14 of the Strata Schemes Management Regulation 2016, the Owners Corporation approves the following other methods of voting

1. By teleconference/videoconference,
2. By email or other electronic means before or at the meeting (voting in writing),
3. By email or other means before the meeting is held (pre-meeting voting)

Note: *This motion does not determine how meetings will be held and meeting methods will be considered on the requirements of the situation. This motion merely confirms these options are available if need be.*

15 ANNUAL FIRE SAFETY STATEMENT

Resolved that the Owners Corporation:

1. engage a competent person to inspect the fire safety measures in Strata Plan 83633 and authorise that person to sign the Annual Fire Safety Statement on behalf of Strata Plan 83633 if required.
2. authorises the Strata Managing Agent to submit the completed Annual Fire Safety Statement to the Council and the Fire Commissioner when requested by council.
3. Recovers without further instructions any re-inspection costs from lot owners who fail to provide access at any annual inspections

The Owners Corporation understand that if Council requests an Annual Fire Safety Statement (AFSS) they are obliged to comply or risk statutory fines. In such an eventuality, the scheme's nominated contractor will allocate a date to undertake an annual inspection within 3 months of the AFSS expiry date without consultation. All units must supply access to each unit during the annual inspection or reinspections and associated fees will be required until each unit is certified compliant. Owners are responsible and liable for any third parties that may fail to comply with any reasonable instructions during this process.

16 NEXT ANNUAL GENERAL MEETING

That the Owners Corporation schedule a date, time and venue for the next Annual General Meeting.
The next AGM will be held:

- Day - Thursday (**amended from** Tuesday)
- Date - 1st February 2024 (**amended from** 16th January)
- Time - 5pm
- Location - Zoom

Please note that any details resolved may be subject to change closer to the event should unforeseen circumstances arise.

17 MATTERS ARISING

Resolved that the Owners Corporations discussed the below matters and issued the following instructions:

- Owners resolved for the current tenants of unit 1 to have a pet dog

CLOSURE: There being no further business, the chairperson declared the meeting closed at 06:19 PM.



Approved Budget to apply from 01/12/2022

SP 83633

208-214 Blaxland Road, RYDE NSW 2112

Administrative Fund

Approved
budget

Revenue

Levies Due--Admin	80,000.00
<i>Total revenue</i>	<u>80,000.00</u>

Less expenses

Admin--Agent Disburst--Other	1,400.00
Admin--Management Fees--Standard	5,200.00
Insurance--Premiums	15,000.00
Maint Bldg--Cleaning	20,000.00
Maint Bldg--Fire Protection	3,000.00
Maint Bldg--General Repairs	10,000.00
Maint Bldg--Lift--Maintenance Contract	8,500.00
Maint Bldg--Lift--Telephone	660.00
Utility--Electricity	7,000.00
Utility--Water & Sewerage	8,000.00
<i>Total expenses</i>	<u>78,760.00</u>

Surplus/Deficit

	<u>1,240.00</u>
Opening balance	8,867.92

Closing balance

\$10,107.92

Total units of entitlement	1041
Levy contribution per unit entitlement	\$76.85

Capital Works Fund**Approved
budget****Revenue**

Levies Due--Capital Works	15,000.00
<i>Total revenue</i>	<u>15,000.00</u>

Surplus/Deficit15,000.00

Opening balance

26,033.23

Closing balance\$41,033.23

Total units of entitlement 1041

Levy contribution per unit entitlement \$14.41



Approved Levy Posting for SP 83633 ABN 41600160847

First instalment due date: 01/02/2023

Discount: Nil

Instalment frequency: Quarterly

Group: General

Number of instalments: 4

Entitlement set: Levy Entitlement

Description: Quarterly Admin/Capital
 Works Levy

Levy determination date: 12/12/2022

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
1	1	39.00	2,997.20	562.00	3,559.20
2	2	44.00	3,381.40	634.00	4,015.40
3	3	42.00	3,227.80	605.20	3,833.00
4	4	29.00	2,228.80	418.00	2,646.80
5	5	39.00	2,997.20	562.00	3,559.20
6	6	39.00	2,997.20	562.00	3,559.20
7	7	39.00	2,997.20	562.00	3,559.20
8	8	39.00	2,997.20	562.00	3,559.20
9	9	44.00	3,381.40	634.00	4,015.40
10	10	39.00	2,997.20	562.00	3,559.20
11	11	40.00	3,074.00	576.40	3,650.40
12	12	29.00	2,228.80	418.00	2,646.80
13	13	39.00	2,997.20	562.00	3,559.20
14	14	43.00	3,304.60	619.60	3,924.20
15	15	39.00	2,997.20	562.00	3,559.20
16	16	40.00	3,074.00	576.40	3,650.40
17	17	39.00	2,997.20	562.00	3,559.20
18	18	41.00	3,150.80	590.80	3,741.60
19	19	39.00	2,997.20	562.00	3,559.20
20	20	31.00	2,382.40	446.80	2,829.20
21	21	42.00	3,227.80	605.20	3,833.00
22	22	41.00	3,150.80	590.80	3,741.60
23	23	44.00	3,381.40	634.00	4,015.40
24	24	50.00	3,842.60	720.60	4,563.20
25	25	47.00	3,612.00	677.40	4,289.40
26	26	44.00	3,381.40	634.00	4,015.40
Totals		1,041.00	\$80,002.00	\$15,001.20	\$95,003.20
GST included in amounts to be raised			\$0.00	\$0.00	\$0.00
Amount to be raised per unit of entitlement			\$76.85	\$14.41	\$91.26



**MINUTES OF STRATA COMMITTEE MEETING
THE OWNERS - STRATA PLAN 83633**

ADDRESS OF THE STRATA SCHEME:

208-214 Blaxland Road, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: A meeting of the Strata Committee of The Owners - Strata Plan 83633 was held on 12/12/2022 immediately following the Annual General Meeting at by Zoom Videoconference.

PRESENT:

CHAIRPERSON: Dan Hinton

Minutes of the meeting:

1 MINUTES

Resolved that the minutes of the last Strata Committee meeting be confirmed as a true record of the proceedings of that meeting.

2 STRATA COMMITTEE METHOD OF VOTING

Resolved that, pursuant to schedule 2, subclause 10 of the Strata Schemes Management Act 2015 and section 14 of the Strata Schemes Management Regulation 2016, the strata committee approves the following other methods of voting:

- a) By means of videoconference/teleconference,
- b) By means of email or other electronic means before or at the meeting (voting in writing),
- c) By means of email or other electronic means before the meeting is to be determined (pre-meeting voting).

3 OFFICE BEARERS

Resolved that the Strata Committee appoint the following persons to be office bearers of the Strata Committee:

Chairperson	Jess Thornton
Secretary	Jess Thornton
Treasurer	Guillaume Davies
Members	Ian Marquis
Member	Melissa Woodhams
Member	Yuk Kong
Member	Greta Vakirtzis

4 POINT OF CONTACT

Resolved that the Committee confirm all members of the Committee may issue instructions to the Strata Manager.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 06:20 PM.

STRATA MANAGEMENT AGENCY AGREEMENT

The Owners – Strata Plan 83633		“Owners Corporation”
<p>Attention: The Secretary</p> <p>Address: 208-214 Blaxland Road, RYDE NSW 2112</p> <p>Phone: ABN:</p> <p>Facsimile:</p> <p>Email:</p>		
The Agent – Verdun Walsh Real Estate Pty Ltd		“Agent”
<p>Attention: The Licensee</p> <p>Address: Level 2, 224 Victoria Road, Drummoyne NSW 2047</p> <p>Phone: (02) 9719 1822 ABN: 83 139 071 015</p> <p>Facsimile: SCA (NSW) Membership No: 3199</p> <p>Email: admin@proactiveness.com.au or Licence No: 1601600 admin@verdunwalsh.com.au</p>		
Particulars		
Item 1	Professional indemnity	In accordance with Section 22 of the <i>Agents Act</i>
Item 2	Commencement date	Upon approval of the agency appointment motion at the 2022 AGM
Item 3	Term	At the conclusion of the AGM to be held in 2023.
Item 4	Review date	in relation to <i>agreed services</i> – annually at each AGM in relation to <i>additional services rates</i> - annually on 1 July in relation to <i>charges</i> - annually on 1 July
Item 5	Percentage increase p.a	% (and if no figure provided, no greater than 5%)
Item 6	Agreed services fee per month:	(complete one of the below options) \$433.33 plus rebates, discounts and commissions in Disclosure Schedule C1 and C2 – Agent retains all commissions (refer to clause 3.3(a)) All fees under this agreement are GST INCLUSIVE (clause 9)
Item 7	Fee payment method	Monthly in advance
Item 8	Manner of accounting	Financial Statements - Reconciled financial statements & cash payment summaries Frequency of Accounting - monthly

STRATA MANAGEMENT AGENCY AGREEMENT

Signatures

Owners Corporation

The common seal of the *owners corporation* was affixed on _____ in the presence of:

Signature

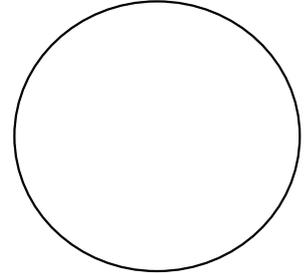
Signature

Name

Name

Designation

Designation



Being the person(s) authorised by section 273 of the *Act* to attest the affixing of the seal.

Agent

Executed by the *agent* in accordance with Section 126 or 127 of the *Corporations Act 2001* (Cth) in the presence of:

Signature of Authorised Person

Signature of Authorised Person

Name of Authorised Person

Name of Authorised Person

Service

The *owners corporation* acknowledges receipt of a copy of this *agreement* within 48 hours of execution by the *owners corporation* (refer to page 9 for IMPORTANT NOTES to the parties when executing this *agreement*).

Name of Signatory

Signature

Agreement

1. Warranties and acknowledgment

- 1.1 The *owners corporation* warrants that it has resolved and has authority to enter into the *agreement*.
- 1.2 The *agent* warrants that the *agent* holds:
- (a) a strata managing *agent's* licence under the *Agents Act* and that such licence will be maintained while the *agreement* is in force; and
 - (b) professional indemnity insurance as indicated in *Item 1*.

2. Appointment of and delegation to agent

- 2.1 The *owners corporation*:
- (a) appoints the *agent* as the strata managing *agent* for the strata *scheme*; and
 - (b) subject to clause 2.2 and 2.3, delegates the *agreed services* and *additional services* to the *agent*,
- from the commencement date for the *agreed services fee* and the *additional services fee*, until the *agreement* is terminated in accordance with clause 5 or at the end of the *term* whichever is the earlier.
- 2.2 The extent of authority for *agreed services* and *additional services* that has been delegated is stated in schedule A1, being either:
- (a) full authority with no limitations;
 - (b) full authority subject to limitations as disclosed in schedule A2; or
 - (c) no authority, in which case there is no delegation.

Where a selection has not been indicated on schedule A1 of either (a), (b) or (c), then the extent of authority that has been delegated is FULL AUTHORITY WITH NO LIMITATIONS.

- 2.3 The parties acknowledge that:
- (a) the delegation to the *agent* in clause 2.1 does not:
 - (i) constitute a delegation by the owners corporation of its power to make:
 - (A) a delegation under section 52 of the *Act*; or
 - (B) a decision on a matter required by the *Act* to be decided by the *owners corporation*; or
 - (C) a determination relating to the levying or payment of contributions; or
 - (ii) prevent the *owners corporation* or the *strata committee* from performing all or any of the *agreed services* or *additional services* (if any); and
 - (b) the *agent* does not have and may not exercise any of the powers, authorities, duties or functions of the *owners corporation* that are conferred on another strata managing *agent* appointed for the *owners corporation* under section 237 of the *Act* once being notified of any such appointment by the *Tribunal* or the *owners corporation*.

3. Fees and charges

- 3.1 The *owners corporation* must pay to the *agent* in accordance with the fee payment method:
- (a) the *agreed services fee*; and
 - (b) the *additional services fee* for any *additional services* performed by the *agent*; and
 - (c) the *charges* associated with the performance of the *agreed services* and any *additional services*.
- 3.2 The *owners corporation* authorises the *agent* to retain any fees paid to the *agent* for supplying to third parties information that the *owners corporation* must supply under the *Act* and retain any fees paid to the *agent* for supplying to third parties information that is not required under the *Act*, provided that such fees are charged in accordance with those set out in schedule B.
- 3.3 In addition to the fees and charges in clause 3.1 and 3.2, the *agent* is entitled to remuneration for its services in the form of rebates, discounts and commissions disclosed in schedule C1 and schedule C2 as follows:
- (a) If the first option in *item 6* is selected, the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and services to the *owners corporation* described in the disclosure schedule C1 or schedule C2 or as otherwise notified in

writing to the *owners corporation* from time to time and agreed in writing by the *owners corporation*.

- (b) If the second option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt except for any rebates, discounts and commissions described in the disclosure schedule C2 which may be retained by the *agent*.
- (c) If the third option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt.
- (d) If the *owners corporation*:
 - (i) delegates the *agent* to arrange insurance cover;
 - (ii) selects the first or second option in *item 6*; and
 - (iii) later takes steps to arrange its own insurance or directs, instructs or passes a resolution that has the effect that the *agent* does not receive a commission or rebate for the placement of insurance,

then the *agreed services fee* shall be increased by an amount equivalent to the commission the *agent* would have received had the *agent* arranged the insurance cover (estimated at \$9.16 per lot per month).

- 3.4 The *agent* must account to the *owners corporation* for money received by the *agent* on behalf of the *owners corporation* in the manner and with the frequency set out in *item 8*.
- 3.5 At any time, by written *agreement* between the parties, *items* may be added to or deleted from the *additional services rates* and/or charges.

4. Review of fees and charges

- 4.1 The *agreed services fee*, the *additional services rates* and the *charges* will be reviewed on the review date by the *agent*.
- 4.2 Unless otherwise agreed before the review date, the *agreed services fee*, the *additional services rates* and the *charges* payable on and from the review date will be increased in accordance with *item 5*.
- 4.3 The *agent* will notify the *owners corporation* of the new *agreed services fee*, the *additional services rates* and the *charges* as soon as practicable after the review date.

5. Terminating the agreement

- 5.1 After the expiry of the *term*, the *agreement* will automatically end unless the *owners corporation extends the agreement* in accordance with section 50(4) of the *Act*.
- 5.2 The *agreement* may be terminated at any time with the mutual consent of the parties.
- 5.3 Any notice to terminate under this *agreement* can only be given by the *owners corporation* if authorised by a resolution of the *owners corporation at general meeting*.
- 5.4 Despite this clause 5 and without affecting any of its other rights, the *agreement* may be terminated with immediate effect by written notice given by:
 - (a) the *owners corporation*:
 - (i) if the *agent* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *owners corporation* serves a written notice on the *agent* providing particulars of the breach; or
 - (ii) where the *agent* is an individual, the *agent* is declared bankrupt; or
 - (iii) where the *agent* is a corporation, the *agent* is wound up or placed in administration or liquidation; or
 - (iv) if the *agent* ceases to hold a strata managing *agent's* licence; or
 - (b) the *agent* if:
 - (i) the *owners corporation* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *agent* serves a written notice on the *owners corporation* providing particulars of the breach; or
 - (ii) an order by a Court is made for the variation or termination of the *strata scheme* under Part 9 or 10 of the *Development Act*; or
 - (iii) the *owners corporation* fails to pay any moneys owed under this *agreement* after the *agent* serves a written notice on the *owners corporation* providing particulars of the amount outstanding; or

(iv) the *owners corporation* fails to comply with any law or fails to provide adequate instructions or prevents the *agent* from carrying out its obligations under this *agreement* after the *Agent* serves a written notice on the *owners corporation* providing particulars of the breach.

5.5 The *agreement* is terminated on the appointment of a strata managing *agent* under section 237 of the *Act* to exercise or perform all the functions of the *owners corporation* and, if so terminated, the *agent* will not be entitled to:

- (a) any remuneration by way of commission, *agreed services fee*, *additional services fee*, *charges* or otherwise in respect of any period after the termination; or
- (b) any payment (in the nature of a penalty or otherwise) by reason of the early termination.

5.6 In the event of termination, the *agent* must provide all books, records, accounts, funds and property of the *owners corporation* in the *agent's* possession to the secretary of the *owners corporation*, or persons nominated by the secretary of the *owners corporation*, within seven (7) business days.

6. Liability of the *agent* and exclusions

6.1 The *agent* is liable to the *owners corporation*:

- (a) only for *services* actually supplied or that should have been supplied under this *agreement*; and
- (b) on the terms of this clause 6.

6.2 The *agent* is excluded from all liability for any claim, liability or *loss* arising directly or indirectly out of the *services* or *additional services* or arising from any cause of action whatsoever except to the extent that the claim, liability or *loss* is caused or contributed to by the *agent's* wilful breach of this *agreement*, gross negligence, dishonesty or fraud. The *owners corporation* agrees that it will at all times indemnify the *agent* against all actions, suits, proceedings, costs, claims, expenses or demands which may arise in the course of or as a result of the *agent's* management of the scheme, including all legal expenses incurred by the *agent* in defence of or initiation of any legal proceedings as well as any excess payable under the *agent's* professional indemnity insurance;

- (a) by third parties against the *agent*;
- (b) by the *owners corporation* against the *agent* arising before, during or after this *agreement*.

6.3 The *agent's* maximum liability to the *owners corporation* for any breach of this *agreement*, or arising out of the provision or non provision of the *agreed services* or the *additional services* or by taking steps contrary to this agreement, whether under law of contract, tort or otherwise, is limited to the amount of the *agreed services fees* for the year in which the liability arose.

6.4 The *agent* is deemed to be discharged from all liability in respect of the *agreed services* and the *additional services*, whether under the law of contract, tort or otherwise, at the expiration of two years from the date of the act or omission giving rise to the liability, and the *owners corporation* (and persons claiming through or under the *owners corporation*) shall not be entitled to commence any action or claim against the *agent* in respect of that act or omission after that date.

6.5 Clauses 6.1, 6.2, 6.3, 6.4 and 6.5 apply to the extent permitted by law.

6.6 The *owners corporation* must indemnify the *agent* immediately on demand against any matter for which the *agent* has no liability to the owners corporation including in respect of the matters referred to in clause 6.2 and 6.3.

7. Transfer of the *agreement*

7.1 The *agent* cannot transfer the *agreement* without the written consent of the *owners corporation*, which consent shall not be unreasonably withheld if the *agent* satisfies the *owners corporation* that the proposed transferee and *related persons* are fit and proper persons and have the qualifications, competence and experience to perform the *agreed services* and *additional services* at an *agreed services fee* and an *additional services fee* not greater than the current *agreed services fee* and *additional services fee*.

7.2 The *owners corporation* must advise the *agent* of its decision whether to approve a proposed transfer within 28 days after receiving from the *agent* the information reasonably necessary to make the decision.

7.3 If the *owners corporation* approves the transfer, the *owners corporation*, the *agent* and the transferee must enter into a transfer *agreement*, or alternatively if the *agent* elects to enter into a new agency *agreement* then clause 7.4 will apply.

7.4 After the transfer *agreement* has been entered into or, if an election has been made by the *agent* under clause 7.3, the new *agent* must request that the *owners corporation* enter into a new agency *agreement* and the *owners corporation* must advise the new *agent* of its decision to enter into a new agency *agreement* within 28 days after such request, such approval not to be unreasonably withheld if the new agency *agreement* is on the same terms as this *agreement*, or on terms not less favourable to the *owners corporation* as this *agreement*. The new *agent* must pay the reasonable cost of preparing the new agency *agreement*, preparing and holding the meetings of the *strata committee* and the general meeting of the *owners corporation*, however if the meeting relates to more than approval of the minutes of the last meeting and the resolution relating to the new agency *agreement*, then the new *agent* must pay the proportionate share of the total cost relating to approval of the new agency *agreement*.

8. Service of notices

8.1 Any notice to be served under the *agreement*:

- (a) must be served either personally, by post, facsimile or e-mail using the details provided on the front page of this *agreement*, or other notice details subsequently notified from time to time by a party in writing to the other party; and
- (b) is served the first time it is served if it is served more than once.

9. GST

9.1 Words or expressions used in this clause 9 or elsewhere in the *agreement* that are defined in the *GST Act* have the same meaning in the *agreement*.

9.2 The parties acknowledge that:

- (a) the *agreed services fee*, the *additional services rates* and the charges are inclusive of GST and are based on a GST rate of 10%; and
- (b) if the rate of GST increases or decreases, the *agreed services fee*, the *additional services rates* and the *charges* will simultaneously increase or decrease so that the *agent* receives the same GST exclusive payment as it received before the change in the rate of GST.

10. Work, health and safety

10.1 The parties mutually covenant and agree that they will each comply with their respective obligations under the *Work Health & Safety Act 2011*

(NSW) and the *Work Health & Safety Regulation 2011* (NSW) (*WHS Act 2011* and *WHS Regulation 2011*), as amended from time to time.

10.2 Subject to the provisions of the *WHS Act 2011* and *WHS Regulation 2011*, the *owners corporation's* appointment of the *agent* under this *agreement* does not constitute the appointment of the *agent* as a principal contractor within the meaning of regulation 293 of the *WHS Regulation 2011* (as amended from time to time).

11. Definitions

The following words have these meanings in the *agreement* unless the contrary intention appears:

<i>Act</i>	<i>Strata Schemes Management Act 2015</i> (NSW).
<i>additional services</i>	the functions and duties of the <i>owners corporation</i> set out in schedule A1 or schedule A2.
<i>additional services fee</i>	the fee for the supply by the <i>agent</i> of the <i>additional services</i> calculated according to the <i>additional services rates</i> , as varied under the <i>agreement</i> .
<i>additional services rates</i>	the rates for carrying out the <i>additional services</i> set out in schedule B, as varied under the <i>agreement</i> .
<i>agent</i>	the person described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>agent's</i> employees and contractors or any transferee under clause 7.
<i>Agents Act</i>	<i>Property, Stock and Business Agents Act 2002</i> (NSW).
<i>agreed services</i>	the functions and duties of the <i>owners corporation</i> set out in: <ul style="list-style-type: none"> a) schedule A1 other than those marked "No authority"; and b) schedule A2.
<i>agreed services fee</i>	the fee in <i>item 6</i> for the supply of the <i>agreed services</i> , as varied under the <i>agreement</i> .
<i>agreement</i>	this <i>agreement</i> including the particulars, schedules and attachments.
<i>charges</i>	the costs and associated fees set out in schedule B and/or schedule D, as varied under the <i>agreement</i> .
<i>CPI</i>	the All Groups consumer price index published by the Australian Bureau of Statistics for Sydney, or if that bureau stops publishing the <i>CPI</i> , then the index recommended by the Property Council of Australia as the index that most appropriately replaces the <i>CPI</i> .
<i>Development Act</i>	in relation to a freehold <i>strata scheme</i> , the <i>Strata Schemes Development Act 2015</i> (NSW).
<i>disclosure schedule</i>	schedules C1 and C2.
<i>strata committee</i>	the <i>strata committee</i> of the strata scheme.
<i>GST Act</i>	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<i>item</i>	an <i>item</i> in the Particulars.
<i>loss</i>	any damage or damages, <i>loss</i> , costs (including, without limitation, the costs of complying with any verdict, award or settlement of any dispute and legal costs on a solicitor and own client costs basis), expense, charge, payment of liability, in any case, whether accrued or paid but not indirect, incidental or consequential <i>loss</i> or damages.
<i>non-standard work</i>	means any work not defined as <i>standard work</i> .
<i>owners corporation</i>	the <i>owners corporation</i> described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>employees</i> , <i>agents</i> (other than the <i>agent</i>), contractors and invitees of the <i>owners corporation</i> .
<i>Regulation</i>	<i>Property, Stock and Business Agents Regulation 2014</i> (NSW).
<i>related persons</i>	in relation to a proposed transferee which is a: <ul style="list-style-type: none"> a) corporation, — a 'related entity' of the corporation within the meaning of section 9 of the Corporations Act 2011 (Cth); or b) partnership, — the partners and principal staff of the partnership.
<i>SCA (NSW)</i>	means Strata Community Australia (NSW).
<i>services</i>	the <i>agreed services</i> and <i>additional services</i> .
<i>standard work</i>	Means: <ul style="list-style-type: none"> a) construction work where there is no requirement to work above three (3) metres, including but not limited to, replacement of roofing, guttering; b) general maintenance works, including but not limited to, lawn mowing, gardening, window cleaning (below three (3) metres), painting;

	<p>c) minor maintenance repairs, including but not limited to, repair/replacement of leaking pipes, replacing tiles/pavers, lock replacement/repairs;</p> <p>d) maintenance of essential fire safety equipment;</p> <p>e) annual inspection and notifications required for essential fire safety equipment;</p> <p>f) pest management treatments (excluding fumigation);</p> <p>g) lift, traveller or escalator maintenance; or</p> <p>h) renewal of plant registrations in accordance with the requirements of the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i>;</p> <p>provided however:</p> <p>a) if any of these works require a principal contractor (as defined under the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i>) to be appointed then the works will be considered <i>Non-Standard Work</i>; or</p> <p>b) if there is any inconsistency between <i>Standard Work</i> and <i>Non-Standard Work</i>, the work will be interpreted as <i>Non-Standard Work</i>.</p>
<i>strata scheme</i>	the <i>scheme</i> described on the front page of the <i>agreement</i> .
<i>term</i>	<p>the period or event in <i>item 3</i>:</p> <p>a) commencing on the commencement date; and</p> <p>b) expiring at the duration of the period identified or event in <i>item 3</i>.</p>
<i>Tribunal</i>	means the NSW Civil and Administrative Tribunal.

12. Interpretation

In the *agreement*, unless the contrary intention appears:

- (a) a reference to:
- (i) a thing includes the whole or each part of it;
 - (ii) a document includes any variation or replacement of it;
 - (iii) 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
 - (iv) a person includes that person's executors, administrators, successors, substitutes (including but not limited to, person taking by novation) and assigns;
- (b) the singular includes the plural and vice versa;
- (c) headings do not affect interpretation; and
- (d) despite clause 11, the words defined in clause 11 are defined words whether or not these words are in italics.

Important notes for the parties when executing the *agreement*:

- **The *agent* may not be entitled to any fee for services performed unless the *agent* serves a copy of the *agreement* signed by the *agent* on the *owners corporation* within 48 hours after the *agreement* is signed by or on behalf of the *owners corporation*.**
- **Once the terms of the *agreement* have been agreed, the *agent* should sign the *agreement* in duplicate and submit the *agreement* in duplicate to the *owners corporation* for signing. The *owners corporation* should sign, date and acknowledge receipt of the *agreement* on both counterparts.**
- **The *agent* should retain a copy of the signed *agreement*.**
- **A copy should be given to the secretary of the *owners corporation*.**
- **The *agent* should provide a copy of the proposed *agreement* to all parties required to be given notice of the meeting at which the *agreement* is proposed to be approved.**
- **If the *owners corporation* does not nominate two (2) persons to witness the affixing of the seal then the seal must be affixed in the presence of the secretary and any other member of the *strata committee*.**

Schedule A1

NOTE: Where this schedule A1 provides for choices and no choice is selected, “Full authority with no limitations” applies. **DO NOT** delete any *item* in this schedule, as it may render the *agreement* in breach of the *Property Stock and Business Agents Act 2002 (NSW)*. If a duty/function does not apply, then mark the box “No authority”.

Duties and Functions as described in the Property Stock & Business Agents Regulations (Schedule 6 Clause 6).	FULL AUTHORITY WITH NO LIMITATIONS	No Authority	Full Authority Subject to Limitations as Disclosed in Schedule A2	Regulation Schedule 6 Clause 6 Ref
Undertaking the financial management of funds and books of account.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(a)
Holding documents and maintaining records relating to the <i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(b)
Arranging building inspections and reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(c)
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the approval of the person on behalf of whom the <i>agent</i> is acting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(d)
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>owner's corporation</i> of a <i>principal contractor</i> within the meaning of regulation 293 of the WHS Regulation 2011 for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(d)
Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>scheme</i> .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(e)
Arranging insurance cover for the <i>scheme</i> . NOTE: Where the <i>owners corporation</i> arranges for placement of the insurance cover or engages a third party i.e. an insurance broker, the <i>agent</i> is indemnified by the <i>owners corporation</i> to the extent of liability contributed by an act, omission or negligence on behalf of the <i>owners corporation</i> or third party in placing the insurance cover.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(f)
Issuing and serving notices to comply with a by-law.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(g)
Managing the capital works fund and the administrative fund.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(h)
Undertaking steps necessary to recover any money owing in relation to levies and other amounts owing to the Owners Corporation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(i)
Representing the <i>owners corporation</i> in tribunal or court proceedings.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(j)
Paying accounts in relation to the <i>owners corporation</i> (for example, accounts for water charges, council rates and maintenance).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(k)
Arranging and undertaking administrative duties in relation to annual general meetings, strata committee meetings, tenants meetings and other general meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(l)

Schedule A2 *

NOTE: Full authority is provided for the duties and functions disclosed in this Schedule subject to the extent of any limitations on authority stated in this table.

Duties and functions	Limitations on Authority e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method / Schedule
Undertaking the financial management of funds and books of account.	1. Provide annual reconciled accounts (Balance Sheet, Income & Expenditure statement, levy report) 2. Arrange for preparation & lodgement of annual tax return 3. Assist auditor in providing accounts & records for audit 4. Establish & maintain trust accounts 5. Provide bank and fixed deposit balances and monthly expenditure statement each month	1. Included 2. Schedule D 3. Schedule D 4. Included 5. Included
	6. Issue levy notices (disbursements fee) 7. Arrange investments as instructed by owners 8. Provide reports in accordance with Sec.39 of the Property, Stock and Business Agents Act 2002 9. Provide additional financial reports or reports prepared to specific requirements 10. GST related activities (check tax invoices & supplier ABN details) 11. BAS preparation and lodgement	6. D 7. D 8. D 9. D 10. D 11. D
Holding documents and maintaining records relating to the <i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).	1. Maintain strata roll & minute book 2. Maintain correspondence file 3. Record & maintain notices under Sec. 22, 258 & 259 of the Act 4. Maintain records of delegated performance 5. Maintain common seal	Included
	6. Hold documents in archive as prescribed by the Act 7. Issue certificates under section 184 of the Act 8. Process renovation applications, provide advice regarding renovations 9. Retrieve documents from archive	6. D 7. B 8. B on charged to Lot 9. D
Arranging building inspections and reports.	1. Obtain quotes or estimates from contractors/ consultants/ experts for routine building inspections or reports. 2. Engage tradespersons, contractors/ consultants/ experts on behalf of the owners for non routine building works	D B
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the approval of the person on behalf of whom the <i>agent</i> is acting.	1. Provide after hours emergency message service 2. Attend to routine repairs, maintenance and replacement of owners corporation property that is Standard Work provided that any expenditure incurred by the agent on such matters without obtaining the approval of the owners corporation does not exceed \$1,000 (unless in an emergency). 3. Liaise with contractors regarding Standard Work	Included
	4. Obtain quotations for routine repair, maintenance & replacement of owners corporation property	Charge for 2 nd & subsequent quotes (D)
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>owners corporation</i> of a <i>principal contractor</i> within the meaning of regulation 293 of the WHS Regulation 2011 for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval.	1. Attend to routine repairs, maintenance and replacement of owners corporation property that is Standard Work provided that any expenditure does not exceed \$1,000 (unless in an emergency) 2. As briefed, obtain quotes and estimates from contractors and experts for the undertaking of Non-Standard Work 3. Execute contracts for and on behalf of the Owners Corporation with appropriate contractors 4. Liaise with contractors regarding Non-Standard Work	Included B B B
Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>scheme</i> .	1. Pay monthly management fees 2. Pay disbursements and expenses	Included D

Duties & Functions	Limitation on Authority Undertaking duties & functions limited to items below	Fee Method Refer to
Arranging insurance cover for the <i>scheme</i> .	1. Arrange insurance valuation as required under the Act 2. Arrange quotations for insurance required under the Act 3. Arrange quotations for other insurance 4. Submit quotations to committee and renew according to instructions	Included
	5. Prepare and lodge routine insurance claims (max time/claim 15 minutes) *	*Only chargeable in accordance with Schedule B if no commission received by agent.
	6. Pay premiums once approved by the owners corporation *	
	7. Prepare and lodge non-routine insurance claims	B
	8. Claims administration and other activities involved in minimization of loss, liaison with loss adjustors and related activities*	B
Serving notices to comply with a by-law.	Issue notices under section 146 of the Strata Schemes Management Act 2015 on receipt of written instructions from the strata committee or a delegated member of the strata committee	D
Managing the capital works fund and the administrative fund.	1. Prepare administrative and capital works fund budgets 2. Arrange for preparation or updating of capital works fund plan in accordance with the Act 3. Monitor income and expenditure of the two funds.	Included
Undertaking steps necessary to recover any money owing in relation to levies & other amounts owing to the Owners Corporation.	1. Monitor arrears.	Included
	2. Liaise with collection agency/ lawyers/lot owners and owners corporation regarding recovery actions	B
	3. Act in accordance with owners corporation's instructions in relation to judgements/ bankruptcy/ liquidation proceedings	B
	4. Issue replacement levy notices or statements	D
	5. Print and post notice of overdue levy (demand letter, final notice)	D
	6. Issue instructions to collection agency or lawyer for recovery of outstanding levy contributions, costs and interest.	D
Representing the <i>owners corporation</i> in tribunal or court proceedings.	1. Draft or lodge applications for mediation, adjudication and appeals.	B
	2. Draft instructions or provide briefing to legal providers to assist in court/ tribunal matters	B
	3. Liaise with legal and other service providers	B
	4. Attend any meeting, mediation or hearing in relation to court or tribunal proceedings	B
Paying accounts in relation to the <i>scheme</i> (for example, accounts for water charges, council rates and maintenance).	1. Check invoices for compliance with GST, ABN etc. 2. Pay invoices on behalf of Owners Corporation 3. If required, submit invoices to committee for approval	Included
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings.	1. Provide meeting room at agent's premises / set up teleconference meetings 2. Arrange for venue for meetings (any cost of venue to be borne by Owners Corporation) 3. Prepare & distribute notices of Annual General Meetings 4. Attend and Chair AGMs and concurrent Strata Committee meetings 5. Prepare & distribute minutes of AGM and concurrent Strata Committee Meetings	Included Attendance chargeable after 1 hour & on weekends/ public holidays – Refer Schedule B
Arranging and undertaking administrative duties in relation to other General Meetings	1. Provide meeting room at agent's premises	Included
	2. Arrange for venue for meetings (any cost of venue to be borne by Owners Corporation)	
	3. Prepare & distribute notices of extraordinary general meetings	B
	4. Attend and Chair extraordinary general meetings	B
	5. Prepare & distribute minutes of extraordinary general meetings (EGM)	B
	6. Prepare & distribute notices of adjourned general meetings	B
	7. Attend and Chair adjourned general meetings	B
	8. Prepare & distribute minutes of adjourned general meetings	B
Arranging and undertaking administrative duties in relation to other meetings	1. Provide meeting room at agent's premises	Included
	2. Arrange for venue for meetings (any cost of venue to be borne by Owners Corporation)	
	3. Prepare and distribute notices of Strata Committee meetings	B
	4. Attend and Chair Strata Committee meetings	B
	5. Prepare and distribute minutes of Strata Committee meetings (including those held pursuant to Schedule 2 Clause 9 (2) of the Act)	B
	6. Arrange, prepare for and attend site inspections and meetings	B
	7. Prepare notice, attend & chair meeting, prepare & distribute minutes for tenants' meeting	B

Duties & Functions	Limitation on Authority Undertaking duties & functions limited to items below	Fee Method Refer to
Regulatory compliance	1 Engage suitably qualified contractors to carry out reviews of essential fire services, lifts, hydraulics, other plant & equipment and WH&S compliance	D
	2. Arrange and coordinate the inspection and testing necessary to obtain certification from suitably qualified contractors of essential fire services, lifts, hydraulics, other items and WH&S compliance	2, 3 & 4 - D
	3. Prepare and lodge annual certification of essential fire services, lifts and other items of plant with the relevant authorities on behalf of the owners corporation	
	4. Arrange for inspection, removal and compliance in respect of asbestos	
	5. Arrange inspection, registration & certification of pools & spas including works to make them compliant	B
	6. Arrange inspection, quotes, installation and certification of window safety devices	B
	7. Liaise with Council, consultants and contractors in relation to Fire Order & other compliance matters	B
Arranging rectification of common property building defects	1 Receive and record reports of defects and/or damage from owners and occupiers	B
	2 Notify defects to builder and home owners warranty insurer	B
	3 Engage experts and consultants to investigate and report	B
	4 Prepare and lodge complaints and applications with the Office of Fair Trading	B
	5 Obtain plans, specifications and documents to support an application or claim	B
	6 Engage consultants to manage claims, settlements and remediation of defects	B
	7 Prepare and lodge claims with home owners warranty insurers	B
	8 Liaise with owners, occupants, insurers, assessors, builders, experts, consultants and legal services providers	B
Administration of by-laws	1 Answer routine queries about by-laws	1. Included 2. D 3. B
	2 Issue routine requests to comply with by-laws	
	3 Liaise with owners, occupants and agents in relation to by-law compliance	
	4 Provide copy of by-laws to Owners/Agents	D
	5 Arrange drafting of new by-laws or amendments to existing	B
	6 Arrange/prepare for registration and/or consolidation of by-law/s	B
	7 All other activities relating to by-laws	B
Extra services resulting from a building manager or caretaker ceasing to perform services	1 Arrange maintenance and repairs 2 Authorise invoices 3 Attend to building security issues 4 Arrange security and concierge services 5 Arrange building services 6 Arrange access for contractors 7 Arrange building certifications 8 Manage a greater volume of inquiries from occupants	Agreed services fee to be increased by negotiation or Schedule B to apply to all activities
Establishing and monitoring supplier compliance	1 Liaise with service provider and contractors on compliance matters	D
	2 Appoint service provider to establish & monitor supplier compliance	Service provider fee payable by principal
Arranging legal services	1 Obtain cost disclosures from legal practitioners and circulate to owners in accordance with the Act	Included
	2 Brief solicitors and obtain legal opinions	B
	3 Liaise with and provide assistance to solicitors and Strata Committee or owners concerning any legal or NCAT matter	
Attending to building security issues	1 Arrange for monitoring or review of CCTV records	B
	2 Liaison with Police following an event within the strata plan	B
	3 Maintain key register	D
	4 Provide security keys, tags or remote controllers to owners/ tenants	D
	5 Arrange for whole building replacement or re-issue of security keys, tags or remote controllers	B

* These fees have been negotiated between the parties to the agreement

Schedule B – Fees

Item	Charge (GST inclusive)	Unit
Hourly Rates		
Accounting staff - senior	\$33.00	Per 15 minutes
Accounting staff - junior	\$33.00	Per 15 minutes
Administration staff	\$33.00	Per 15 minutes
Assistant Strata Manager	\$33.00	Per 15 minutes
Principal/Director	\$82.50	Per 15 minutes
Senior Strata Manager	\$55.00	Per 15 minutes
Strata Manager	\$44.00	Per 15 minutes
Adjourned meeting charge	\$55.00	Per 15 minutes
Hourly rates after business hours weekdays (after 5pm and before 9am)	\$82.50	Per 15 minutes
Hourly rates on weekends/public holidays	\$110.00	Per 15 minutes
Attending & administration for all week day meetings other than Annual General Meeting & Strata Committee Meeting held immediately thereafter (includes Tenants Meeting, Extraordinary General Meeting & other Strata Committee Meetings)	Relevant hourly rate	Per 15 minutes
Attending Meetings continuing after 5p.m.	Relevant hourly rate	Per 15 minutes
Broadband installation (e.g. NBN & TPG)	Relevant hourly rate	Per 15 minutes
Building Warranty Insurance/Defects	Relevant hourly rate	Per 15 minutes
By-law registration, update records, consolidation, issue to owners where required	Relevant hourly rate	Per 15 minutes
DA or CDC application review/execution under seal	Relevant hourly rate	Per 15 minutes
Debt recovery - ongoing liaison & case management	Relevant hourly rate	Per hour, on charged to lot
Disputes - attendance at NCAT or other tribunal or court proceedings	Relevant hourly rate	Per 15 minutes
Electricity & gas supply auction	Relevant hourly rate	Per 15 minutes
Insurance claims - process & lodge (if more than 15 minutes per claim)	Relevant hourly rate	Per 15 minutes
Projects regarded as non-standard work. This includes internal lot repairs.	Relevant hourly rate	Per 15 minutes
Pool/Spa registration, certification	Relevant hourly rate	Per hour (Min 1 hour)
Rectifying deficiency in records at takeover	Relevant hourly rate	Per 15 minutes
Renovations to lots – process applications, provide advice	Relevant hourly rate (Minimum \$75)	Per hour, plus disbursements, on charged to lot
WH & S issues, attending to certification & safety/compliance matters	Relevant hourly rate	Per 15 minutes
Window restrictor installation & compliance certification	Relevant hourly rate	Per 15 minutes
Inspecting records	Statutory rate	per hour (in addition to statutory fee payable to the agent under clause 3.2)
Producing Section 184 certificate (standard)	Statutory rate	per certificate (in addition to statutory fee payable to the agent under clause 3.2)
Producing Section 184 certificate (urgent)	Statutory rate plus \$66.00	per certificate (in addition to statutory fee payable to the agent under clause 3.2)
Producing Section 184 certificate (garage/services lot)	Statutory rate	per certificate (in addition to statutory fee payable to the agent under clause 3.2)

* These fees have been negotiated between the parties to the agreement

Schedule C - Disclosure schedule

Schedule C1 - The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
CHU	Up to 20%	Paid on base premium
Strata Unit Underwriters	Up to 20%	Paid on base premium
Honans Insurance	Up to 20%	Paid on base premium
Austbrokers	Up to 20%	Paid on base premium
Management fees nominated in this agreement has been priced on a calculation that the agent will receive insurance commissions needed to support the service and maintain sustainable work practices. Should the Owners Corporation elect to use an insurance broker that does not share commissions the agent relies on to deliver the management fees quoted, the Owners Corporation accepts it will pay the agent a monthly fee to the equivalent of what the agent would have otherwise received (current rate quoted above) currently calculated at \$9.16 per lot per annum.		

Schedule C2 - The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure

Strata Meeting Policy

Annual General Meetings (AGMs) held during business hours (9am to 5pm) with a duration of one hour form part of the agreed services and will not incur any extra charges. However, to comply with our insurance obligations and manage staff exhaustion, hourly rates will apply to all meetings held outside of business hours or where meeting durations exceed one hour. The following also applies to all meeting requests:

- Management may refuse any physical face to face meetings if a safe and professional venue cannot be provided or if there has been a history of rude, aggressive or hostile behaviour to staff by any members of the owners corporation. This includes any health concerns relating to covid 19 or any transmissible illness.
- Travel time to and from meetings (if applicable) form part of the meeting duration for the purpose of fees payable.
- Video conference meetings are now common practice in Strata Management and strongly encouraged for the following reasons:
 - We are experiencing better participation rates by being able to include those who may otherwise be unable to attend due to distance or work commitments.
 - Meetings tend to be less confrontational and reduce anxiety when discussing matters that may be controversial.
 - Meeting times and costs are reduced.
 - People can attend meetings from the comfort of their own homes.

Schedule D - Charges and associated fees*

Item	Charge (inclusive of GST)	Unit
ABN/TFN/GST Registration /Deregistration	\$55.00	Per plan
Air Conditioning - Annual Cooling Tower Certification	\$220.00	Per site per annum
Archive - retrieval	Included	Per box
Archive - storage and administration	\$3.30	Per box per month
BAS Statement, Tax return & Audit preparation	\$165.00	Per event
By-laws - Providing instructions for registration	\$165.00	Per by-law
By-laws - Providing copy of By-laws/ house rules	\$55.00	Per requirement / change
Computer print-out	Included	
Courier	At cost plus 10%	Per item
Creditor approval system	At cost plus 10%	Per month
Creditor payments - Producing cheque and EFT advice	Included	Per item
Debt recovery – stage 1 reminder	\$44.00	Per notice, on-charged to lot
Debt recovery - stage 2 demand	\$55.00	Per notice, on-charged to lot
Debt recovery – stage 3 (pre legal phone call)	\$77.00	Per event, on-charged to lot
Debt recovery - stage 4 providing instructions for recovery	\$220.00	Per notice, on charged to lot
Debt recovery - Providing an Owner ledger	\$15.00	Per lot
Electronic data storage	Included	
Email - Receiving email	Included	Per email
Email - Sending email	Included	Per email
Facsimile - Receiving facsimile	Included	Par fax
Facsimile - Sending facsimile	Included	Per fax
Fire - Preparing/lodging Annual Fire Safety Statement	\$275.00	Per statement
Insurance - Certificate of Insurance to owners/agents	Included	Per certificate
Internet - access to portal	Included	
Investment funds set up and closure	\$110	Per request
Keys - Keeping common property service keys	Included	
Keys - Providing security keys to owner/tenant	\$77.00	Per transaction
Quotes - Second and subsequent	\$33.00	Per quote
Laminating	\$5.50	Per A4 page
Disbursements Fee (fixed expense) – All postage, photocopying and issuing of all levies and other correspondence.	\$4.60	Per lot per month
Levy - Issuing special levy notice	\$5.50	Per levy notice incl postage
Lift – Annual Lift certification	\$275.00	Per site per Certificate
Meetings - Electronic voting	Hourly Rates	
Meetings - SMS comms	\$2.50	Per message
Meetings - Videoconferencing	Included	
Minute Book - Supply minute book	\$55.00	Per book
New owner pack	Included, except postage & copying	Per lot

Notice to comply – issue notice pursuant to written instruction	\$220.00	Per notice
Notices – any notice to building or specified parties	\$55.00	Per notice
Pool – Certification certificates	\$275.00	Per certificate
Strata roll - Supply Strata Roll folder	\$55.00	Per strata roll
Strata Hub registrations	\$220.00	Per annum
Telephone – Conference call	Included	Per call
Telephone - Local call	Included	
Telephone - STD/Mobile call	Included	Per minute
Term deposits - Establishing new term deposit	Included	Per deposit
Trade compliance	\$110.00	Per annum per plan
Termination / handover fee	\$550.00	Per plan
Work orders	included	
Other direct expenditure	At cost plus 10%	Per transaction

* These *fees* and *charges* have been negotiated between the parties to the *agreement*

STRATA MANAGEMENT AGENCY AGREEMENT

The Owners – Strata Plan 83633		“Owners Corporation”
<p>Attention: The Secretary</p> <p>Address: 208-214 Blaxland Road, RYDE NSW 2112</p> <p>Phone: ABN:</p> <p>Facsimile:</p> <p>Email:</p>		
The Agent – Verdun Walsh Real Estate Pty Ltd		“Agent”
<p>Attention: The Licensee</p> <p>Address: Level 2, 224 Victoria Road, Drummoyne NSW 2047</p> <p>Phone: (02) 9719 1822 ABN: 83 139 071 015</p> <p>Facsimile: SCA (NSW) Membership No: 3199</p> <p>Email: admin@proactiveness.com.au or Licence No: 1601600 admin@verdunwalsh.com.au</p>		
Particulars		
Item 1	Professional indemnity	In accordance with Section 22 of the <i>Agents Act</i>
Item 2	Commencement date	Upon approval of the agency appointment motion at the 2022 AGM
Item 3	Term	At the conclusion of the AGM to be held in 2023.
Item 4	Review date	in relation to <i>agreed services</i> – annually at each AGM in relation to <i>additional services rates</i> - annually on 1 July in relation to <i>charges</i> - annually on 1 July
Item 5	Percentage increase p.a	% (and if no figure provided, no greater than 5%)
Item 6	Agreed services fee per month:	(complete one of the below options) \$433.33 plus rebates, discounts and commissions in Disclosure Schedule C1 and C2 – Agent retains all commissions (refer to clause 3.3(a)) All fees under this agreement are GST INCLUSIVE (clause 9)
Item 7	Fee payment method	Monthly in advance
Item 8	Manner of accounting	Financial Statements - Reconciled financial statements & cash payment summaries Frequency of Accounting - monthly

STRATA MANAGEMENT AGENCY AGREEMENT

Signatures

Owners Corporation

The common seal of the *owners corporation* was affixed on _____ in the presence of:

Signature

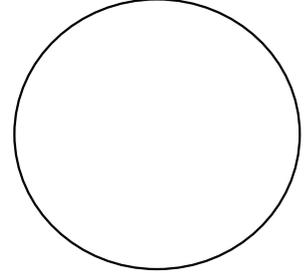
Signature

Name

Name

Designation

Designation



Being the person(s) authorised by section 273 of the *Act* to attest the affixing of the seal.

Agent

Executed by the *agent* in accordance with Section 126 or 127 of the *Corporations Act 2001* (Cth) in the presence of:

Signature of Authorised Person

Signature of Authorised Person

Name of Authorised Person

Name of Authorised Person

Service

The *owners corporation* acknowledges receipt of a copy of this *agreement* within 48 hours of execution by the *owners corporation* (refer to page 9 for IMPORTANT NOTES to the parties when executing this *agreement*).

Name of Signatory

Signature

Agreement

1. Warranties and acknowledgment

- 1.1 The *owners corporation* warrants that it has resolved and has authority to enter into the *agreement*.
- 1.2 The *agent* warrants that the *agent* holds:
- (a) a strata managing *agent's* licence under the *Agents Act* and that such licence will be maintained while the *agreement* is in force; and
 - (b) professional indemnity insurance as indicated in *Item 1*.

2. Appointment of and delegation to agent

- 2.1 The *owners corporation*:
- (a) appoints the *agent* as the strata managing *agent* for the strata *scheme*; and
 - (b) subject to clause 2.2 and 2.3, delegates the *agreed services* and *additional services* to the *agent*,
- from the commencement date for the *agreed services fee* and the *additional services fee*, until the *agreement* is terminated in accordance with clause 5 or at the end of the *term* whichever is the earlier.
- 2.2 The extent of authority for *agreed services* and *additional services* that has been delegated is stated in schedule A1, being either:
- (a) full authority with no limitations;
 - (b) full authority subject to limitations as disclosed in schedule A2; or
 - (c) no authority, in which case there is no delegation.

Where a selection has not been indicated on schedule A1 of either (a), (b) or (c), then the extent of authority that has been delegated is FULL AUTHORITY WITH NO LIMITATIONS.

- 2.3 The parties acknowledge that:
- (a) the delegation to the *agent* in clause 2.1 does not:
 - (i) constitute a delegation by the owners corporation of its power to make:
 - (A) a delegation under section 52 of the *Act*; or
 - (B) a decision on a matter required by the *Act* to be decided by the *owners corporation*; or
 - (C) a determination relating to the levying or payment of contributions; or
 - (ii) prevent the *owners corporation* or the *strata committee* from performing all or any of the *agreed services* or *additional services* (if any); and
 - (b) the *agent* does not have and may not exercise any of the powers, authorities, duties or functions of the *owners corporation* that are conferred on another strata managing *agent* appointed for the *owners corporation* under section 237 of the *Act* once being notified of any such appointment by the *Tribunal* or the *owners corporation*.

3. Fees and charges

- 3.1 The *owners corporation* must pay to the *agent* in accordance with the fee payment method:
- (a) the *agreed services fee*; and
 - (b) the *additional services fee* for any *additional services* performed by the *agent*; and
 - (c) the *charges* associated with the performance of the *agreed services* and any *additional services*.
- 3.2 The *owners corporation* authorises the *agent* to retain any fees paid to the *agent* for supplying to third parties information that the *owners corporation* must supply under the *Act* and retain any fees paid to the *agent* for supplying to third parties information that is not required under the *Act*, provided that such fees are charged in accordance with those set out in schedule B.
- 3.3 In addition to the fees and charges in clause 3.1 and 3.2, the *agent* is entitled to remuneration for its services in the form of rebates, discounts and commissions disclosed in schedule C1 and schedule C2 as follows:
- (a) If the first option in *item 6* is selected, the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and services to the *owners corporation* described in the disclosure schedule C1 or schedule C2 or as otherwise notified in

writing to the *owners corporation* from time to time and agreed in writing by the *owners corporation*.

- (b) If the second option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt except for any rebates, discounts and commissions described in the disclosure schedule C2 which may be retained by the *agent*.
- (c) If the third option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt.
- (d) If the *owners corporation*:
 - (i) delegates the *agent* to arrange insurance cover;
 - (ii) selects the first or second option in *item 6*; and
 - (iii) later takes steps to arrange its own insurance or directs, instructs or passes a resolution that has the effect that the *agent* does not receive a commission or rebate for the placement of insurance,

then the *agreed services fee* shall be increased by an amount equivalent to the commission the *agent* would have received had the *agent* arranged the insurance cover (estimated at \$9.16 per lot per month).

- 3.4 The *agent* must account to the *owners corporation* for money received by the *agent* on behalf of the *owners corporation* in the manner and with the frequency set out in *item 8*.
- 3.5 At any time, by written *agreement* between the parties, *items* may be added to or deleted from the *additional services rates* and/or charges.

4. Review of fees and charges

- 4.1 The *agreed services fee*, the *additional services rates* and the *charges* will be reviewed on the review date by the *agent*.
- 4.2 Unless otherwise agreed before the review date, the *agreed services fee*, the *additional services rates* and the *charges* payable on and from the review date will be increased in accordance with *item 5*.
- 4.3 The *agent* will notify the *owners corporation* of the new *agreed services fee*, the *additional services rates* and the *charges* as soon as practicable after the review date.

5. Terminating the agreement

- 5.1 After the expiry of the *term*, the *agreement* will automatically end unless the *owners corporation extends the agreement* in accordance with section 50(4) of the *Act*.
- 5.2 The *agreement* may be terminated at any time with the mutual consent of the parties.
- 5.3 Any notice to terminate under this *agreement* can only be given by the *owners corporation* if authorised by a resolution of the *owners corporation at general meeting*.
- 5.4 Despite this clause 5 and without affecting any of its other rights, the *agreement* may be terminated with immediate effect by written notice given by:
 - (a) the *owners corporation*:
 - (i) if the *agent* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *owners corporation* serves a written notice on the *agent* providing particulars of the breach; or
 - (ii) where the *agent* is an individual, the *agent* is declared bankrupt; or
 - (iii) where the *agent* is a corporation, the *agent* is wound up or placed in administration or liquidation; or
 - (iv) if the *agent* ceases to hold a strata managing *agent's* licence; or
 - (b) the *agent* if:
 - (i) the *owners corporation* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *agent* serves a written notice on the *owners corporation* providing particulars of the breach; or
 - (ii) an order by a Court is made for the variation or termination of the *strata scheme* under Part 9 or 10 of the *Development Act*; or
 - (iii) the *owners corporation* fails to pay any moneys owed under this *agreement* after the *agent* serves a written notice on the *owners corporation* providing particulars of the amount outstanding; or

(iv) the *owners corporation* fails to comply with any law or fails to provide adequate instructions or prevents the *agent* from carrying out its obligations under this *agreement* after the *Agent* serves a written notice on the *owners corporation* providing particulars of the breach.

5.5 The *agreement* is terminated on the appointment of a strata managing *agent* under section 237 of the *Act* to exercise or perform all the functions of the *owners corporation* and, if so terminated, the *agent* will not be entitled to:

- (a) any remuneration by way of commission, *agreed services fee*, *additional services fee*, *charges* or otherwise in respect of any period after the termination; or
- (b) any payment (in the nature of a penalty or otherwise) by reason of the early termination.

5.6 In the event of termination, the *agent* must provide all books, records, accounts, funds and property of the *owners corporation* in the *agent's* possession to the secretary of the *owners corporation*, or persons nominated by the secretary of the *owners corporation*, within seven (7) business days.

6. Liability of the *agent* and exclusions

6.1 The *agent* is liable to the *owners corporation*:

- (a) only for *services* actually supplied or that should have been supplied under this *agreement*; and
- (b) on the terms of this clause 6.

6.2 The *agent* is excluded from all liability for any claim, liability or *loss* arising directly or indirectly out of the *services* or *additional services* or arising from any cause of action whatsoever except to the extent that the claim, liability or *loss* is caused or contributed to by the *agent's* wilful breach of this *agreement*, gross negligence, dishonesty or fraud. The *owners corporation* agrees that it will at all times indemnify the *agent* against all actions, suits, proceedings, costs, claims, expenses or demands which may arise in the course of or as a result of the *agent's* management of the scheme, including all legal expenses incurred by the *agent* in defence of or initiation of any legal proceedings as well as any excess payable under the *agent's* professional indemnity insurance;

- (a) by third parties against the *agent*;
- (b) by the *owners corporation* against the *agent* arising before, during or after this *agreement*.

6.3 The *agent's* maximum liability to the *owners corporation* for any breach of this *agreement*, or arising out of the provision or non provision of the *agreed services* or the *additional services* or by taking steps contrary to this agreement, whether under law of contract, tort or otherwise, is limited to the amount of the *agreed services fees* for the year in which the liability arose.

6.4 The *agent* is deemed to be discharged from all liability in respect of the *agreed services* and the *additional services*, whether under the law of contract, tort or otherwise, at the expiration of two years from the date of the act or omission giving rise to the liability, and the *owners corporation* (and persons claiming through or under the *owners corporation*) shall not be entitled to commence any action or claim against the *agent* in respect of that act or omission after that date.

6.5 Clauses 6.1, 6.2, 6.3, 6.4 and 6.5 apply to the extent permitted by law.

6.6 The *owners corporation* must indemnify the *agent* immediately on demand against any matter for which the *agent* has no liability to the owners corporation including in respect of the matters referred to in clause 6.2 and 6.3.

7. Transfer of the *agreement*

7.1 The *agent* cannot transfer the *agreement* without the written consent of the *owners corporation*, which consent shall not be unreasonably withheld if the *agent* satisfies the *owners corporation* that the proposed transferee and *related persons* are fit and proper persons and have the qualifications, competence and experience to perform the *agreed services* and *additional services* at an *agreed services fee* and an *additional services fee* not greater than the current *agreed services fee* and *additional services fee*.

7.2 The *owners corporation* must advise the *agent* of its decision whether to approve a proposed transfer within 28 days after receiving from the *agent* the information reasonably necessary to make the decision.

7.3 If the *owners corporation* approves the transfer, the *owners corporation*, the *agent* and the transferee must enter into a transfer *agreement*, or alternatively if the *agent* elects to enter into a new agency *agreement* then clause 7.4 will apply.

7.4 After the transfer *agreement* has been entered into or, if an election has been made by the *agent* under clause 7.3, the new *agent* must request that the *owners corporation* enter into a new agency *agreement* and the *owners corporation* must advise the new *agent* of its decision to enter into a new agency *agreement* within 28 days after such request, such approval not to be unreasonably withheld if the new agency *agreement* is on the same terms as this *agreement*, or on terms not less favourable to the *owners corporation* as this *agreement*. The new *agent* must pay the reasonable cost of preparing the new agency *agreement*, preparing and holding the meetings of the *strata committee* and the general meeting of the *owners corporation*, however if the meeting relates to more than approval of the minutes of the last meeting and the resolution relating to the new agency *agreement*, then the new *agent* must pay the proportionate share of the total cost relating to approval of the new agency *agreement*.

8. Service of notices

8.1 Any notice to be served under the *agreement*:

- (a) must be served either personally, by post, facsimile or e-mail using the details provided on the front page of this *agreement*, or other notice details subsequently notified from time to time by a party in writing to the other party; and
- (b) is served the first time it is served if it is served more than once.

9. GST

9.1 Words or expressions used in this clause 9 or elsewhere in the *agreement* that are defined in the *GST Act* have the same meaning in the *agreement*.

9.2 The parties acknowledge that:

- (a) the *agreed services fee*, the *additional services rates* and the charges are inclusive of GST and are based on a GST rate of 10%; and
- (b) if the rate of GST increases or decreases, the *agreed services fee*, the *additional services rates* and the *charges* will simultaneously increase or decrease so that the *agent* receives the same GST exclusive payment as it received before the change in the rate of GST.

10. Work, health and safety

10.1 The parties mutually covenant and agree that they will each comply with their respective obligations under the *Work Health & Safety Act 2011*

(NSW) and the *Work Health & Safety Regulation 2011* (NSW) (*WHS Act 2011* and *WHS Regulation 2011*), as amended from time to time.

10.2 Subject to the provisions of the *WHS Act 2011* and *WHS Regulation 2011*, the *owners corporation's* appointment of the *agent* under this *agreement* does not constitute the appointment of the *agent* as a principal contractor within the meaning of regulation 293 of the *WHS Regulation 2011* (as amended from time to time).

11. Definitions

The following words have these meanings in the *agreement* unless the contrary intention appears:

<i>Act</i>	<i>Strata Schemes Management Act 2015</i> (NSW).
<i>additional services</i>	the functions and duties of the <i>owners corporation</i> set out in schedule A1 or schedule A2.
<i>additional services fee</i>	the fee for the supply by the <i>agent</i> of the <i>additional services</i> calculated according to the <i>additional services rates</i> , as varied under the <i>agreement</i> .
<i>additional services rates</i>	the rates for carrying out the <i>additional services</i> set out in schedule B, as varied under the <i>agreement</i> .
<i>agent</i>	the person described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>agent's</i> employees and contractors or any transferee under clause 7.
<i>Agents Act</i>	<i>Property, Stock and Business Agents Act 2002</i> (NSW).
<i>agreed services</i>	the functions and duties of the <i>owners corporation</i> set out in: a) schedule A1 other than those marked "No authority"; and b) schedule A2.
<i>agreed services fee</i>	the fee in <i>item 6</i> for the supply of the <i>agreed services</i> , as varied under the <i>agreement</i> .
<i>agreement</i>	this <i>agreement</i> including the particulars, schedules and attachments.
<i>charges</i>	the costs and associated fees set out in schedule B and/or schedule D, as varied under the <i>agreement</i> .
<i>CPI</i>	the All Groups consumer price index published by the Australian Bureau of Statistics for Sydney, or if that bureau stops publishing the <i>CPI</i> , then the index recommended by the Property Council of Australia as the index that most appropriately replaces the <i>CPI</i> .
<i>Development Act</i>	in relation to a freehold <i>strata scheme</i> , the <i>Strata Schemes Development Act 2015</i> (NSW).
<i>disclosure schedule</i>	schedules C1 and C2.
<i>strata committee</i>	the <i>strata committee</i> of the strata scheme.
<i>GST Act</i>	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<i>item</i>	an <i>item</i> in the Particulars.
<i>loss</i>	any damage or damages, <i>loss</i> , costs (including, without limitation, the costs of complying with any verdict, award or settlement of any dispute and legal costs on a solicitor and own client costs basis), expense, charge, payment of liability, in any case, whether accrued or paid but not indirect, incidental or consequential <i>loss</i> or damages.
<i>non-standard work</i>	means any work not defined as <i>standard work</i> .
<i>owners corporation</i>	the <i>owners corporation</i> described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>employees</i> , <i>agents</i> (other than the <i>agent</i>), contractors and invitees of the <i>owners corporation</i> .
<i>Regulation</i>	<i>Property, Stock and Business Agents Regulation 2014</i> (NSW).
<i>related persons</i>	in relation to a proposed transferee which is a: a) corporation, — a 'related entity' of the corporation within the meaning of section 9 of the Corporations Act 2011 (Cth); or b) partnership, — the partners and principal staff of the partnership.
<i>SCA (NSW)</i>	means Strata Community Australia (NSW).
<i>services</i>	the <i>agreed services</i> and <i>additional services</i> .
<i>standard work</i>	Means: a) construction work where there is no requirement to work above three (3) metres, including but not limited to, replacement of roofing, guttering; b) general maintenance works, including but not limited to, lawn mowing, gardening, window cleaning (below three (3) metres), painting;

	<p>c) minor maintenance repairs, including but not limited to, repair/replacement of leaking pipes, replacing tiles/pavers, lock replacement/repairs;</p> <p>d) maintenance of essential fire safety equipment;</p> <p>e) annual inspection and notifications required for essential fire safety equipment;</p> <p>f) pest management treatments (excluding fumigation);</p> <p>g) lift, traveller or escalator maintenance; or</p> <p>h) renewal of plant registrations in accordance with the requirements of the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i>;</p> <p>provided however:</p> <p>a) if any of these works require a principal contractor (as defined under the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i>) to be appointed then the works will be considered <i>Non-Standard Work</i>; or</p> <p>b) if there is any inconsistency between <i>Standard Work</i> and <i>Non-Standard Work</i>, the work will be interpreted as <i>Non-Standard Work</i>.</p>
<i>strata scheme</i>	the <i>scheme</i> described on the front page of the <i>agreement</i> .
<i>term</i>	<p>the period or event in <i>item 3</i>:</p> <p>a) commencing on the commencement date; and</p> <p>b) expiring at the duration of the period identified or event in <i>item 3</i>.</p>
<i>Tribunal</i>	means the NSW Civil and Administrative Tribunal.

12. Interpretation

In the *agreement*, unless the contrary intention appears:

- (a) a reference to:
- (i) a thing includes the whole or each part of it;
 - (ii) a document includes any variation or replacement of it;
 - (iii) 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
 - (iv) a person includes that person's executors, administrators, successors, substitutes (including but not limited to, person taking by novation) and assigns;
- (b) the singular includes the plural and vice versa;
- (c) headings do not affect interpretation; and
- (d) despite clause 11, the words defined in clause 11 are defined words whether or not these words are in italics.

Important notes for the parties when executing the *agreement*:

- **The *agent* may not be entitled to any fee for services performed unless the *agent* serves a copy of the *agreement* signed by the *agent* on the owners corporation within 48 hours after the *agreement* is signed by or on behalf of the owners corporation.**
- **Once the terms of the *agreement* have been agreed, the *agent* should sign the *agreement* in duplicate and submit the *agreement* in duplicate to the owners corporation for signing. The owners corporation should sign, date and acknowledge receipt of the *agreement* on both counterparts.**
- **The *agent* should retain a copy of the signed *agreement*.**
- **A copy should be given to the secretary of the owners corporation.**
- **The *agent* should provide a copy of the proposed *agreement* to all parties required to be given notice of the meeting at which the *agreement* is proposed to be approved.**
- **If the owners corporation does not nominate two (2) persons to witness the affixing of the seal then the seal must be affixed in the presence of the secretary and any other member of the strata committee.**

Schedule A1

NOTE: Where this schedule A1 provides for choices and no choice is selected, “Full authority with no limitations” applies. **DO NOT** delete any *item* in this schedule, as it may render the *agreement* in breach of the *Property Stock and Business Agents Act 2002 (NSW)*. If a duty/function does not apply, then mark the box “No authority”.

Duties and Functions as described in the Property Stock & Business Agents Regulations (Schedule 6 Clause 6).	FULL AUTHORITY WITH NO LIMITATIONS	No Authority	Full Authority Subject to Limitations as Disclosed in Schedule A2	Regulation Schedule 6 Clause 6 Ref
Undertaking the financial management of funds and books of account.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(a)
Holding documents and maintaining records relating to the <i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(b)
Arranging building inspections and reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(c)
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the approval of the person on behalf of whom the <i>agent</i> is acting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(d)
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>owner's corporation</i> of a <i>principal contractor</i> within the meaning of regulation 293 of the WHS Regulation 2011 for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(d)
Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>scheme</i> .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(e)
Arranging insurance cover for the <i>scheme</i> . NOTE: Where the <i>owners corporation</i> arranges for placement of the insurance cover or engages a third party i.e. an insurance broker, the <i>agent</i> is indemnified by the <i>owners corporation</i> to the extent of liability contributed by an act, omission or negligence on behalf of the <i>owners corporation</i> or third party in placing the insurance cover.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(f)
Issuing and serving notices to comply with a by-law.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(g)
Managing the capital works fund and the administrative fund.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(h)
Undertaking steps necessary to recover any money owing in relation to levies and other amounts owing to the Owners Corporation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(i)
Representing the <i>owners corporation</i> in tribunal or court proceedings.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(j)
Paying accounts in relation to the <i>owners corporation</i> (for example, accounts for water charges, council rates and maintenance).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(k)
Arranging and undertaking administrative duties in relation to annual general meetings, strata committee meetings, tenants meetings and other general meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(l)

Schedule A2 *

NOTE: Full authority is provided for the duties and functions disclosed in this Schedule subject to the extent of any limitations on authority stated in this table.

Duties and functions	Limitations on Authority e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method / Schedule
Undertaking the financial management of funds and books of account.	1. Provide annual reconciled accounts (Balance Sheet, Income & Expenditure statement, levy report) 2. Arrange for preparation & lodgement of annual tax return 3. Assist auditor in providing accounts & records for audit 4. Establish & maintain trust accounts 5. Provide bank and fixed deposit balances and monthly expenditure statement each month	1. Included 2. Schedule D 3. Schedule D 4. Included 5. Included
	6. Issue levy notices (disbursements fee) 7. Arrange investments as instructed by owners 8. Provide reports in accordance with Sec.39 of the Property, Stock and Business Agents Act 2002 9. Provide additional financial reports or reports prepared to specific requirements 10. GST related activities (check tax invoices & supplier ABN details) 11. BAS preparation and lodgement	6. D 7. D 8. D 9. D 10. D 11. D
Holding documents and maintaining records relating to the <i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).	1. Maintain strata roll & minute book 2. Maintain correspondence file 3. Record & maintain notices under Sec. 22, 258 & 259 of the Act 4. Maintain records of delegated performance 5. Maintain common seal	Included
	6. Hold documents in archive as prescribed by the Act 7. Issue certificates under section 184 of the Act 8. Process renovation applications, provide advice regarding renovations 9. Retrieve documents from archive	6. D 7. B 8. B on charged to Lot 9. D
Arranging building inspections and reports.	1. Obtain quotes or estimates from contractors/ consultants/ experts for routine building inspections or reports. 2. Engage tradespersons, contractors/ consultants/ experts on behalf of the owners for non routine building works	D B
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the approval of the person on behalf of whom the <i>agent</i> is acting.	1. Provide after hours emergency message service 2. Attend to routine repairs, maintenance and replacement of owners corporation property that is Standard Work provided that any expenditure incurred by the agent on such matters without obtaining the approval of the owners corporation does not exceed \$1,000 (unless in an emergency). 3. Liaise with contractors regarding Standard Work	Included
	4. Obtain quotations for routine repair, maintenance & replacement of owners corporation property	Charge for 2 nd & subsequent quotes (D)
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>owners corporation</i> of a <i>principal contractor</i> within the meaning of regulation 293 of the WHS Regulation 2011 for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval.	1. Attend to routine repairs, maintenance and replacement of owners corporation property that is Standard Work provided that any expenditure does not exceed \$1,000 (unless in an emergency) 2. As briefed, obtain quotes and estimates from contractors and experts for the undertaking of Non-Standard Work 3. Execute contracts for and on behalf of the Owners Corporation with appropriate contractors 4. Liaise with contractors regarding Non-Standard Work	Included B B B
Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>scheme</i> .	1. Pay monthly management fees 2. Pay disbursements and expenses	Included D

Duties & Functions	Limitation on Authority Undertaking duties & functions limited to items below	Fee Method Refer to
Arranging insurance cover for the <i>scheme</i> .	1. Arrange insurance valuation as required under the Act 2. Arrange quotations for insurance required under the Act 3. Arrange quotations for other insurance 4. Submit quotations to committee and renew according to instructions	Included
	5. Prepare and lodge routine insurance claims (max time/claim 15 minutes) *	*Only chargeable in accordance with Schedule B if no commission received by agent.
	6. Pay premiums once approved by the owners corporation *	
	7. Prepare and lodge non-routine insurance claims	B
	8. Claims administration and other activities involved in minimization of loss, liaison with loss adjustors and related activities*	B
Serving notices to comply with a by-law.	Issue notices under section 146 of the Strata Schemes Management Act 2015 on receipt of written instructions from the strata committee or a delegated member of the strata committee	D
Managing the capital works fund and the administrative fund.	1. Prepare administrative and capital works fund budgets 2. Arrange for preparation or updating of capital works fund plan in accordance with the Act 3. Monitor income and expenditure of the two funds.	Included
Undertaking steps necessary to recover any money owing in relation to levies & other amounts owing to the Owners Corporation.	1. Monitor arrears.	Included
	2. Liaise with collection agency/ lawyers/lot owners and owners corporation regarding recovery actions	B
	3. Act in accordance with owners corporation's instructions in relation to judgements/ bankruptcy/ liquidation proceedings	B
	4. Issue replacement levy notices or statements	D
	5. Print and post notice of overdue levy (demand letter, final notice)	D
	6. Issue instructions to collection agency or lawyer for recovery of outstanding levy contributions, costs and interest.	D
Representing the <i>owners corporation</i> in tribunal or court proceedings.	1. Draft or lodge applications for mediation, adjudication and appeals.	B
	2. Draft instructions or provide briefing to legal providers to assist in court/ tribunal matters	B
	3. Liaise with legal and other service providers	B
	4. Attend any meeting, mediation or hearing in relation to court or tribunal proceedings	B
Paying accounts in relation to the <i>scheme</i> (for example, accounts for water charges, council rates and maintenance).	1. Check invoices for compliance with GST, ABN etc. 2. Pay invoices on behalf of Owners Corporation 3. If required, submit invoices to committee for approval	Included
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings.	1. Provide meeting room at agent's premises / set up teleconference meetings 2. Arrange for venue for meetings (any cost of venue to be borne by Owners Corporation) 3. Prepare & distribute notices of Annual General Meetings 4. Attend and Chair AGMs and concurrent Strata Committee meetings 5. Prepare & distribute minutes of AGM and concurrent Strata Committee Meetings	Included Attendance chargeable after 1 hour & on weekends/ public holidays – Refer Schedule B
Arranging and undertaking administrative duties in relation to other General Meetings	1. Provide meeting room at agent's premises	Included
	2. Arrange for venue for meetings (any cost of venue to be borne by Owners Corporation)	
	3. Prepare & distribute notices of extraordinary general meetings	B
	4. Attend and Chair extraordinary general meetings	B
	5. Prepare & distribute minutes of extraordinary general meetings (EGM)	B
	6. Prepare & distribute notices of adjourned general meetings	B
	7. Attend and Chair adjourned general meetings	B
	8. Prepare & distribute minutes of adjourned general meetings	B
Arranging and undertaking administrative duties in relation to other meetings	1. Provide meeting room at agent's premises	Included
	2. Arrange for venue for meetings (any cost of venue to be borne by Owners Corporation)	
	3. Prepare and distribute notices of Strata Committee meetings	B
	4. Attend and Chair Strata Committee meetings	B
	5. Prepare and distribute minutes of Strata Committee meetings (including those held pursuant to Schedule 2 Clause 9 (2) of the Act)	B
	6. Arrange, prepare for and attend site inspections and meetings	B
	7. Prepare notice, attend & chair meeting, prepare & distribute minutes for tenants' meeting	B

Duties & Functions	Limitation on Authority Undertaking duties & functions limited to items below	Fee Method Refer to
Regulatory compliance	1 Engage suitably qualified contractors to carry out reviews of essential fire services, lifts, hydraulics, other plant & equipment and WH&S compliance	D
	2. Arrange and coordinate the inspection and testing necessary to obtain certification from suitably qualified contractors of essential fire services, lifts, hydraulics, other items and WH&S compliance	2, 3 & 4 - D
	3. Prepare and lodge annual certification of essential fire services, lifts and other items of plant with the relevant authorities on behalf of the owners corporation	
	4. Arrange for inspection, removal and compliance in respect of asbestos	
	5. Arrange inspection, registration & certification of pools & spas including works to make them compliant	B
	6. Arrange inspection, quotes, installation and certification of window safety devices	B
	7. Liaise with Council, consultants and contractors in relation to Fire Order & other compliance matters	B
Arranging rectification of common property building defects	1 Receive and record reports of defects and/or damage from owners and occupiers	B
	2 Notify defects to builder and home owners warranty insurer	B
	3 Engage experts and consultants to investigate and report	B
	4 Prepare and lodge complaints and applications with the Office of Fair Trading	B
	5 Obtain plans, specifications and documents to support an application or claim	B
	6 Engage consultants to manage claims, settlements and remediation of defects	B
	7 Prepare and lodge claims with home owners warranty insurers	B
	8 Liaise with owners, occupants, insurers, assessors, builders, experts, consultants and legal services providers	B
Administration of by-laws	1 Answer routine queries about by-laws	1. Included 2. D 3. B
	2 Issue routine requests to comply with by-laws	
	3 Liaise with owners, occupants and agents in relation to by-law compliance	
	4 Provide copy of by-laws to Owners/Agents	D
	5 Arrange drafting of new by-laws or amendments to existing	B
	6 Arrange/prepare for registration and/or consolidation of by-law/s	B
	7 All other activities relating to by-laws	B
Extra services resulting from a building manager or caretaker ceasing to perform services	1 Arrange maintenance and repairs 2 Authorise invoices 3 Attend to building security issues 4 Arrange security and concierge services 5 Arrange building services 6 Arrange access for contractors 7 Arrange building certifications 8 Manage a greater volume of inquiries from occupants	Agreed services fee to be increased by negotiation or Schedule B to apply to all activities
Establishing and monitoring supplier compliance	1 Liaise with service provider and contractors on compliance matters	D
	2 Appoint service provider to establish & monitor supplier compliance	Service provider fee payable by principal
Arranging legal services	1 Obtain cost disclosures from legal practitioners and circulate to owners in accordance with the Act	Included
	2 Brief solicitors and obtain legal opinions	B
	3 Liaise with and provide assistance to solicitors and Strata Committee or owners concerning any legal or NCAT matter	
Attending to building security issues	1 Arrange for monitoring or review of CCTV records	B
	2 Liaison with Police following an event within the strata plan	B
	3 Maintain key register	D
	4 Provide security keys, tags or remote controllers to owners/ tenants	D
	5 Arrange for whole building replacement or re-issue of security keys, tags or remote controllers	B

* These fees have been negotiated between the parties to the agreement

Schedule B – Fees

Item	Charge (GST inclusive)	Unit
Hourly Rates		
Accounting staff - senior	\$33.00	Per 15 minutes
Accounting staff - junior	\$33.00	Per 15 minutes
Administration staff	\$33.00	Per 15 minutes
Assistant Strata Manager	\$33.00	Per 15 minutes
Principal/Director	\$82.50	Per 15 minutes
Senior Strata Manager	\$55.00	Per 15 minutes
Strata Manager	\$44.00	Per 15 minutes
Adjourned meeting charge	\$55.00	Per 15 minutes
Hourly rates after business hours weekdays (after 5pm and before 9am)	\$82.50	Per 15 minutes
Hourly rates on weekends/public holidays	\$110.00	Per 15 minutes
Attending & administration for all week day meetings other than Annual General Meeting & Strata Committee Meeting held immediately thereafter (includes Tenants Meeting, Extraordinary General Meeting & other Strata Committee Meetings)	Relevant hourly rate	Per 15 minutes
Attending Meetings continuing after 5p.m.	Relevant hourly rate	Per 15 minutes
Broadband installation (e.g. NBN & TPG)	Relevant hourly rate	Per 15 minutes
Building Warranty Insurance/Defects	Relevant hourly rate	Per 15 minutes
By-law registration, update records, consolidation, issue to owners where required	Relevant hourly rate	Per 15 minutes
DA or CDC application review/execution under seal	Relevant hourly rate	Per 15 minutes
Debt recovery - ongoing liaison & case management	Relevant hourly rate	Per hour, on charged to lot
Disputes - attendance at NCAT or other tribunal or court proceedings	Relevant hourly rate	Per 15 minutes
Electricity & gas supply auction	Relevant hourly rate	Per 15 minutes
Insurance claims - process & lodge (if more than 15 minutes per claim)	Relevant hourly rate	Per 15 minutes
Projects regarded as non-standard work. This includes internal lot repairs.	Relevant hourly rate	Per 15 minutes
Pool/Spa registration, certification	Relevant hourly rate	Per hour (Min 1 hour)
Rectifying deficiency in records at takeover	Relevant hourly rate	Per 15 minutes
Renovations to lots – process applications, provide advice	Relevant hourly rate (Minimum \$75)	Per hour, plus disbursements, on charged to lot
WH & S issues, attending to certification & safety/compliance matters	Relevant hourly rate	Per 15 minutes
Window restrictor installation & compliance certification	Relevant hourly rate	Per 15 minutes
Inspecting records	Statutory rate	per hour (in addition to statutory fee payable to the agent under clause 3.2)
Producing Section 184 certificate (standard)	Statutory rate	per certificate (in addition to statutory fee payable to the agent under clause 3.2)
Producing Section 184 certificate (urgent)	Statutory rate plus \$66.00	per certificate (in addition to statutory fee payable to the agent under clause 3.2)
Producing Section 184 certificate (garage/services lot)	Statutory rate	per certificate (in addition to statutory fee payable to the agent under clause 3.2)

* These fees have been negotiated between the parties to the agreement

Schedule C - Disclosure schedule

Schedule C1 - The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
CHU	Up to 20%	Paid on base premium
Strata Unit Underwriters	Up to 20%	Paid on base premium
Honans Insurance	Up to 20%	Paid on base premium
Austbrokers	Up to 20%	Paid on base premium
Management fees nominated in this agreement has been priced on a calculation that the agent will receive insurance commissions needed to support the service and maintain sustainable work practices. Should the Owners Corporation elect to use an insurance broker that does not share commissions the agent relies on to deliver the management fees quoted, the Owners Corporation accepts it will pay the agent a monthly fee to the equivalent of what the agent would have otherwise received (current rate quoted above) currently calculated at \$9.16 per lot per annum.		

Schedule C2 - The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure

Strata Meeting Policy

Annual General Meetings (AGMs) held during business hours (9am to 5pm) with a duration of one hour form part of the agreed services and will not incur any extra charges. However, to comply with our insurance obligations and manage staff exhaustion, hourly rates will apply to all meetings held outside of business hours or where meeting durations exceed one hour. The following also applies to all meeting requests:

- Management may refuse any physical face to face meetings if a safe and professional venue cannot be provided or if there has been a history of rude, aggressive or hostile behaviour to staff by any members of the owners corporation. This includes any health concerns relating to covid 19 or any transmissible illness.
- Travel time to and from meetings (if applicable) form part of the meeting duration for the purpose of fees payable.
- Video conference meetings are now common practice in Strata Management and strongly encouraged for the following reasons:
 - We are experiencing better participation rates by being able to include those who may otherwise be unable to attend due to distance or work commitments.
 - Meetings tend to be less confrontational and reduce anxiety when discussing matters that may be controversial.
 - Meeting times and costs are reduced.
 - People can attend meetings from the comfort of their own homes.

Schedule D - Charges and associated fees*

Item	Charge (inclusive of GST)	Unit
ABN/TFN/GST Registration /Deregistration	\$55.00	Per plan
Air Conditioning - Annual Cooling Tower Certification	\$220.00	Per site per annum
Archive - retrieval	Included	Per box
Archive - storage and administration	\$3.30	Per box per month
BAS Statement, Tax return & Audit preparation	\$165.00	Per event
By-laws - Providing instructions for registration	\$165.00	Per by-law
By-laws - Providing copy of By-laws/ house rules	\$55.00	Per requirement / change
Computer print-out	Included	
Courier	At cost plus 10%	Per item
Creditor approval system	At cost plus 10%	Per month
Creditor payments - Producing cheque and EFT advice	Included	Per item
Debt recovery – stage 1 reminder	\$44.00	Per notice, on-charged to lot
Debt recovery - stage 2 demand	\$55.00	Per notice, on-charged to lot
Debt recovery – stage 3 (pre legal phone call)	\$77.00	Per event, on-charged to lot
Debt recovery - stage 4 providing instructions for recovery	\$220.00	Per notice, on charged to lot
Debt recovery - Providing an Owner ledger	\$15.00	Per lot
Electronic data storage	Included	
Email - Receiving email	Included	Per email
Email - Sending email	Included	Per email
Facsimile - Receiving facsimile	Included	Par fax
Facsimile - Sending facsimile	Included	Per fax
Fire - Preparing/lodging Annual Fire Safety Statement	\$275.00	Per statement
Insurance - Certificate of Insurance to owners/agents	Included	Per certificate
Internet - access to portal	Included	
Investment funds set up and closure	\$110	Per request
Keys - Keeping common property service keys	Included	
Keys - Providing security keys to owner/tenant	\$77.00	Per transaction
Quotes - Second and subsequent	\$33.00	Per quote
Laminating	\$5.50	Per A4 page
Disbursements Fee (fixed expense) – All postage, photocopying and issuing of all levies and other correspondence.	\$4.60	Per lot per month
Levy - Issuing special levy notice	\$5.50	Per levy notice incl postage
Lift – Annual Lift certification	\$275.00	Per site per Certificate
Meetings - Electronic voting	Hourly Rates	
Meetings - SMS comms	\$2.50	Per message
Meetings - Videoconferencing	Included	
Minute Book - Supply minute book	\$55.00	Per book
New owner pack	Included, except postage & copying	Per lot

Notice to comply – issue notice pursuant to written instruction	\$220.00	Per notice
Notices – any notice to building or specified parties	\$55.00	Per notice
Pool – Certification certificates	\$275.00	Per certificate
Strata roll - Supply Strata Roll folder	\$55.00	Per strata roll
Strata Hub registrations	\$220.00	Per annum
Telephone – Conference call	Included	Per call
Telephone - Local call	Included	
Telephone - STD/Mobile call	Included	Per minute
Term deposits - Establishing new term deposit	Included	Per deposit
Trade compliance	\$110.00	Per annum per plan
Termination / handover fee	\$550.00	Per plan
Work orders	included	
Other direct expenditure	At cost plus 10%	Per transaction

* These *fees* and *charges* have been negotiated between the parties to the *agreement*



**MINUTES OF THE ANNUAL GENERAL MEETING
THE OWNERS - STRATA PLAN 83633**

ADDRESS OF THE STRATA SCHEME:

208-214 Blaxland Road, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: An Annual General Meeting of The Owners - Strata Plan 83633 was held on 24/02/2022 by Zoom Videoconference. The meeting commenced at 06:00 PM.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
2	2	Yes	Woodhams, M
3	3	Yes	Chun, L
9	9	Yes	Kong, Y
13	13	Yes	Erickson Thornton, Jessica L
15	15	Yes	Davies, G
18	18	Yes	Vakirtzis, G
22	22	Yes	Abbey, S.
24	24	Yes	Vakirtzis, P
26	26	Yes	Pisano, M.

CHAIRPERSON: Raymond Rez

The Chairperson declared a quorum, and commenced the meeting.

Minutes of the meeting:

1 MINUTES

Resolved that the minutes of the last general meeting of the owners corporation be confirmed as a true record of the proceedings of that meeting.

2 INSURANCE

That the Strata Manager obtain quotes to increase office bearers liability coverage to \$2, \$3, and \$5 million, and; That current insurance cover be confirmed, and no valuation is required.

Last valuation report received 30/06/2020 which valued the building at \$10635000.

3 FINANCIAL STATEMENTS

Resolved that the accounts for the period ended 30/11/2021 be adopted.

4 AUDITOR

Resolved that an auditor not be engaged to audit the annual accounts.

5 CAPITAL WORKS FUND FORECAST

Resolved that the Owners Corporation confirm the current Capital Works Fund Forecast is adequate and no review is currently required.

Next report due: September 2030

6 MAINTENANCE WORKS

Resolved that the Owners Corporation raised no maintenance or repair matters for action.

7 CHILD WINDOW DEVICES

Resolved that the Owners Corporation confirms it has installed compliant Child Window Safety devices.

8 BUDGET AND LEVY CONTRIBUTIONS

Resolved that the Owners Corporation adopt the proposed budget, and in accordance with Sections 79 & 81 of the Strata Schemes Management Act 2015, levy contributions to the Administrative and Capital Works funds as follows:

- Administration Fund - **\$80,000.00**
- Capital Works Fund - **\$15,000.00**

in equal quarterly instalments due on **1/02/2022, 1/05/2022, 1/08/2022, 1/11/2022**

Manager notes on proposed and approved budget - due to strong performance last year, it was agreed to maintain your levies at the same rate. It was also agreed to change your levy due dates to synchronise with your financial year.

Owners acknowledge that, pursuant to section 83(4) of the Strata Schemes Management Act, levy notice reminders are not a pre-requisite of payment, and that Owners should be aware of levies due and owing as agreed at this meeting. Whilst the Agent takes all reasonable care in circulating levy notices as part of their standard service, they do not take responsibility that notices are successfully received by Owners (particularly those who receive notice via post). It is the Owner's obligation to ensure the Agent is promptly updated in writing with correct notice delivery instructions.

9 STRATA COMMITTEE

Resolved that, pursuant to section 30 of the Strata Schemes Management Act, the Owners Corporation received nominations for the following persons:

Nominee	Nominator (Lot)
Greta Vakirtzis	Greta Vakirtzis (Lot 18)
Jess Thornton	Jess Thornton (Lot 13)
Guillaume Davies	Guillaume Davies (Lot 15)
Melissa Woodhams	Melissa Woodhams (Lot 2)
Yuk Kong	Yuk Kong (Lot 9)

On closing, the Owners Corporation determined that the number of Committee member positions be five.

As the number of nominations was matched or exceeded by the number of positions, those members were elected to the Committee.

10 RESTRICTED MATTERS

Resolved that the Owners Corporation determine that the Committee may make any decision it is empowered to make by the Strata Schemes Management Act and Strata Schemes Management Regulations.

11 REAPPOINTMENT OF MANAGING AGENT

Resolved that in accordance with Section 49 of the Strata Schemes Management Act 2015 (Act) that:

1. Proactive Strata Services is reappointed as strata managing agent of Strata Scheme 83633.
2. The owners corporation delegate to the Agent all of the functions of:
 - (i) the owners corporation (other than those listed in Section 52(2) of the Act); and,
 - (ii) its chairperson, secretary, treasurer and strata committee, necessary to enable the agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement.
 1. the delegation to the Agent is to be subject to the condition and limitation in the Agreement; and
 2. the owners corporation execute the Agreement to give effect to this appointment and delegation; and
 3. authority be given for the common seal of the owners corporation to be affixed to the Agreement by the owners as determined at this meeting

That, where meetings are not held in person or where owners are unable to sign the agency agreement on behalf of the Owners Corporation, the Strata Manager is authorised to sign the agency agreement on behalf of the Owners Corporation and affixes the common seal as an agreed method of executing the agency agreement.

12 OVERDUE CONTRIBUTIONS AND PAYMENT PLANS

Resolved that the Owners Corporation Strata Plan 83633 resolve pursuant to the Strata Schemes Management Act 2015 (including Section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and /or the Strata Committee to do any one or more of the following without further instruction:

1. to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans, in accordance with the below schedule;
 - i. Stage 1: A reminder notice is issued for \$44.00 and charged to the owner for levies in arrears exceeding \$100.00 and 30 days after the payment due date.
 - ii. Stage 2: A final notice is issued for \$55.00 and charged to the owner for levies in arrears exceeding \$100.00 and 60 days after the payment due date.
 - iii. Stage 3: A final phone call is made to owners for \$77.00 and charged to the owner for levies in arrears exceeding \$1,000.00 and 120 days after the payment due date.
 - iv. Stage 4: If payment is not made following stage 3, a notice of commencement of legal action is issued for \$220.00 and charged to the owner and the debt is automatically referred to a professional debt collection agency.
2. to engage or appoint legal representation to collect a debt, obtain legal advice and/or retain legal representation on

behalf of Strata Plan 83633;

3. to issue demands, commence, pursue or defend any court, tribunal or any other proceeding against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of recovery of levy contributions and the recovery of other debts including penalties, interest, legal and other costs;
4. enter and enforce any judgement obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings and maintaining bankruptcy proceedings or winding up proceedings;
5. filing and appeal or defending an appeal against any judgement concerning the collection of levy contributions;
6. liaise, instruct and prepare all matters with the Owners Corporation's lawyers and experts in relation to any levy recovery proceedings, and;

That the Owners Corporation Strata Plan 83633 resolve to agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the Strata Manager and/or the Strata Committee the ability to enter into, arrange, monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the Strata Committee or Owners Corporation by resolution.

Note: *This resolution gives the Owners Corporation the power to take action to recover unpaid levies, interest and recovery costs including commencing proceedings and enforcing judgements obtained in legal proceedings for the recovery of unpaid levies, interest and recovery costs.*

Pursuant to Section 85(5) - 85(7) of the Strata Schemes Management Act 2015 and Regulation 18 and 19 of the Strata Scheme Management Regulations 2016 an Owners Corporation may agree to enter into payment plans generally or in particular cases for the payment of overdue contributions by a resolution passed at a general meeting. This resolution provides the power for the Owners Corporation to enter into such payment plans.

The values in paragraph (a) of the motion are subject to change without notice.

13 DISCLOSURE OF COMMISSIONS

Resolved that the Owners Corporation, pursuant to Section 60 of the Strata Schemes Management Act 2015, confirms and acknowledges that the agent has disclosed all commissions or training services provided to the Strata Managing Agent for the Strata Scheme.

The agent received \$2,187.47 last financial year from the insurance brokerage and \$0 in training services. Subject to insurance premiums paid next financial year, similar amounts will be received next financial year on a prorated basis.

14 GENERAL MEETING VOTING METHODS

Resolved that pursuant to schedule 1, subclause 28 of the Strata Schemes Management Act 2015 and section 14 of the Strata Schemes Management Regulation 2016, the Owners Corporation approves the following other methods of voting

1. By teleconference/videoconference,
2. By email or other electronic means before or at the meeting (voting in writing),
3. By email or other means before the meeting is held (pre-meeting voting)

Note: *This motion does not determine how meetings will be held and meeting methods will be considered on the requirements of the situation. This motion merely confirms these options are available if need be.*

15 ANNUAL FIRE SAFETY STATEMENT

Resolved that the Owners Corporation:

- a. engage a competent person to inspect the fire safety measures in Strata Plan 83633 and authorise that person to sign the Annual Fire Safety Statement on behalf of Strata Plan 83633 if required.
- b. authorises the Strata Managing Agent to submit the completed Annual Fire Safety Statement to the Council and the Fire Commissioner when requested by council.
- c. Recovers without further instructions any re-inspection costs from lot owners who fail to provide access at any annual inspections

The Owners Corporation understand that if Council requests an Annual Fire Safety Statement (AFSS) they are obliged to comply or risk statutory fines. In such an eventuality, the scheme's nominated contractor will allocate a date to undertake an annual inspection within 3 months of the AFSS expiry date without consultation. All units must supply access to each unit during the annual inspection or reinspections and associated fees will be required until each unit is certified compliant. Owners are responsible and liable for any third parties that may fail to comply with any reasonable instructions during this process.

16 MINOR RENOVATIONS BY-LAW

Resolved that The Owners - Strata Plan 83633 SPECIALLY RESOLVES pursuant to sections 136 & 141 of the Strata Schemes Management Act 2015 to make a by-law for minor renovations in the terms annexed to the agenda.

Note: This bylaw authorises the committee to approve minor renovations and removes the need and costs to approve minor renovations at a general meeting. Purchase cost of this bylaw is \$200 plus GST and registration costs.

17 RECOVERY OF COSTS BY-LAW

Resolved that the Owners - Strata Plan No. 83633 SPECIALLY RESOLVES pursuant to sections 136 & 141 of the Strata Schemes Management Act 2015 to make a by-law for the management, administration, control, use or enjoyment of the lots or the common property and lots, and to add to the by-laws of the scheme in the terms annexed to the agenda.

Note: This bylaw re-enforces the Owners Corporation's rights to recover from lot owners any costs brought onto the Owners Corporation by individual lots through damage to common property, bylaw breaches and failure to follow reasonable direction. Purchase costs of this bylaw is \$200.00 plus GST plus registration costs.

18 NEXT ANNUAL GENERAL MEETING

Resolved that the Owners Corporation schedule a date, time and venue for the next Annual General Meeting. The next AGM will be held:

- Day - Monday
- Date - 12 December 2022
- Time - 06:00pm
- Location - by Zoom Videoconference

Please note that any details resolved may be subject to change closer to the event should unforeseen circumstances arise.

19 MATTERS ARISING

Resolved that the Owners Corporations discussed the below matters and issued the following instructions:

- New AFSS quotes
- U15 Interest Waiver \$65.79
- Generic flooring noise by-law to be presented to the next general meeting
- Committee to write to Strata Manager about by-law breaches in the building. Strata Manager to write to responsible units.

ANNEXURE A - MINOR RENOVATIONS BY-LAW

Rights

1. On the conditions set out in this by-law and with the prior written approval of the strata committee each Owner has the authority to carry out Minor Renovations to the common property in connection with the Owner's lot and, once installed, to maintain and repair the approved Minor Renovations.
2. The owners corporation delegates its power to approve Minor Renovations to the strata committee as constituted from time to time subject to section 36(2) of the Act.
3. The strata committee, when considering an Owner's proposal to conduct Minor Renovations may impose conditions on any approval and must not unreasonably withhold their approval.

Definitions

4. In this by-law, the following terms are defined to mean:

- a. "**Act**" means the *Strata Schemes Management Act 2015* (NSW);
- b. "**Building**" means the building located at 208-214 Blaxland Road, RYDE NSW 2112;
- c. "**Minor Renovations**" includes work for the purposes of the following:
 - i. renovating a kitchen,

- ii. changing recessed light fittings,
- iii. installing or replacing wood or other hard floors,
- iv. installing or replacing wiring or cabling or power or access points,
- v. work involving reconfiguring walls,
- vi. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- vii. installing a rainwater tank,
- viii. installing a clothesline,
- ix. installing a reverse cycle split system air conditioner,
- x. installing double or triple glazed windows,
- xi. installing a heat pump,
- xii. installing ceiling insulation.

but does not include works set out in section 110(7) of the Act which are:

- xiii. work that consists of cosmetic work for the purpose of section 109 of the Act,
- xiv. work involving structural changes,
- xv. work that changes the external appearance of a lot, including the installation of an external access ramp,
- xvi. work involving waterproofing,
- xvii. work for which consent or another approval is required under any other Act,
- xviii. work that is authorised by a by-law made under Part 6 of the Act or a common property rights by-law, and
- xix. any other work prescribed by the regulations for the purposes of section 110(7) of the Act.

d. **"Owner"** means an owner of a lot from time to time in the strata scheme;

e. **"Regulations"** means the *Strata Schemes Management Regulations 2016* (NSW)

5. Where any terms used in this by-law are defined in the Act, they will have the same meaning as those words are attributed under the Act.

6. Words importing:

- a. the singular include the plural and vice versa; and
- b. a gender includes any gender.

7. A reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes,

regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

Prior to Conducting the Minor Renovations

8. An Owner must make an application to the owners corporation for its approval to conduct the Minor Renovations by giving written notice of their proposed works to the owners corporation with the notice to include:
 - a. details of the work, including copies of any plans,
 - b. the expected duration and times of the works,
 - c. details of the persons carrying out the work including that person's qualifications to carry out the work, and
 - d. arrangements to manage any resulting rubbish or debris.
9. Prior to conducting the Minor Renovations, the Owner and/or the tradesperson or contractor appointed by the Owner to carry out the Works must effect, and provide the owners corporation with certificates of, the following insurances:
 - a. contractor's all risk insurance (where applicable);
 - b. workers compensation insurance (where applicable);
 - c. home owners warranty insurance (where applicable); and
 - d. public liability insurance in the amount of \$10,000,000 including for and in respect of equipment located and/or utilised on common property in execution of the Minor Renovations.

Performance of the Works

10. In carrying out or maintaining the Minor Renovations the Owner must:
 - a. ensure that the works are completed in a competent and proper manner and in accordance with the Building Code of Australia and relevant Australian Standards;
 - b. transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
 - c. protect all areas of the Building both internal and external to the lot in a manner reasonably acceptable to the owners corporation;
 - d. keep all areas of the common property outside the lot clean and tidy;
 - e. only perform Minor Renovations at times approved by the owners corporation;
 - f. not create noise which causes discomfort, disturbance, obstruction or interference with the activities of any other occupier of the Building;
 - g. immediately remove all debris or waste resulting from the Minor Renovations from the Building and the common property;
 - h. not vary or replace the Minor Renovations, as agreed to by the strata committee, without the prior written approval of the strata committee; and
 - i. ensure that the Minor Renovations do not interfere with or damage the common property, or any lot or property of any other lot owner or occupier (other than as approved in by the strata committee) and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

Maintenance of the Minor Renovations

11. The Owner must properly maintain and keep the Minor Renovations and the common property to which they are attached in a state of good and serviceable repair.

Liability and Indemnity

12. The Owner is liable for any damage caused to any part of the common property, and any lot (including their lot), or other property arising from the Minor Renovations and will make good that damage immediately after it has occurred.

13. The Owner indemnifies the owners corporation against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the Minor Renovations on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

Owner's Fixtures

14. The Minor Renovations shall remain the Owner's fixture.

Cost and Risk of the Works

15. The Minor Renovations (including their replacement or removal) are undertaken at the cost and risk of the Owner.

Right to Remedy Upon Default

16. If an Owner fails to comply with any obligation under this by-law, then the owners corporation may:

- a. carry out all work necessary to perform that obligation;
- b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
- c. recover the costs of carrying out that work from the Owner.

17. The costs referred to in paragraph 16(c) of this by-law may include any costs incurred by the owners corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or any notices pursuant to this by-law and any other reasonable cost expended by the owners corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this by-law against the Owner of the lot.

18. If the costs referred to in paragraph 16(c) of this by-law are not paid at the end of one month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt any costs payable by the Owner pursuant to this by-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

ANNEXURE B - RECOVERY OF COSTS BY-LAW
Definitions and Interpretation

1. In this by-law:

"Act" means the *Strata Schemes Management Act 2015*;

"Authorised Fire Safety Inspector" means a person authorised under the *Environmental Planning & Assessment Act 1979* to carry out an inspection of a building for purposes relating to fire safety;

"Building" means the building located at 208-214 Blaxland Road, RYDE NSW 2112>;

"Essential Fire Services" includes fire and smoke detection systems including smoke detectors, smoke alarms, exit lights, water sprinklers, fire alarms, hydrants, fire extinguishers and fire proof doors installed in accordance with legislative requirements or in the interests of safety at the strata scheme;

"Invitees" means any guest, family member, agent, servant, employee, contractor of an owner or occupier of a Lot and includes any person either invited onto, or permitted to remain on, the strata scheme by the owner or occupier of a Lot.

"Lot" means any lot in Strata Plan No. 83633;

"Owners Corporation" means the owners corporation of Strata Plan No. 83633;

"Tribunal" means the NSW Civil and Administrative Tribunal;

"Utility Service" means any service associated with the provision of plumbing, electricity, gas, fire safety, security, cleaning or telecommunications (including cable television) services to the strata scheme;

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.

3. If there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

Liability and indemnities for damage to common property

4. If an owner or any of the owner's Invitees cause damage to or otherwise interferes with (whether wilfully or carelessly) the common property then that owner will be liable for all costs and expenses associated with the repair or, if necessary, the replacement of that part of the common property to the standard it was prior to the damage or interference.

5. If an occupier or any of the occupier's Invitees cause damage to or otherwise interferes with (whether wilfully or carelessly) the common property then that occupier will be jointly and severally liable with the owner of the occupier's Lot for all costs and expenses associated with the repair or, if necessary, the replacement of that part of the common property to the standard it was prior to the damage or interference.

6. The Owners Corporation may recover the cost of repairing such damage or interference from the owner as damages in a court of competent jurisdiction or the Tribunal (if it has jurisdiction) without first being required to take any steps to recover such costs and expenses from the occupiers of their lot.

7. The owner of a Lot must indemnify the Owners Corporation against any costs and expenses

incurred by the Owners Corporation in repairing damage or interference to common property that is caused by:

- a. the owner or any of the owner's Invitees; or
- b. the occupier or any of the occupier's Invitees.

Obligation to enforce terms of lease

8. The Act implies a covenant by the lessee to comply with the by-laws of the strata scheme into a lease of a Lot.
9. If a lessee of a Lot breaches the by-laws of the strata scheme then such breach is also a breach of the lease. In the event of the lessee of a Lot breaching the by-laws of the strata scheme the owner of the Lot must take such reasonable steps as are necessary to enforce the terms of the lease including by exercising all rights and remedies that may be available.
10. The obligations in clause 9 of this by-law do not interfere with or otherwise restrict the Owners Corporation's rights to enforce this by-law as against the lessee if they are also the occupier of the Lot.

Fire Safety and Failure to Provide Access

11. The owner or occupier of a Lot must not do anything, or permit any Invitees to their Lot to do anything, in any Lot or anywhere on the common property that interferes with, impedes or affects, or is likely to interfere with, impede or affect, the operation of fire safety devices, or reduce the level of fire safety in any Lot or anywhere else on the common property, including without limitation interference with any Essential Fire Services or use of or interference with any fire hydrant or any other fire fighting or fire safety equipment except in the case of an emergency.
12. If an Authorised Fire Safety Inspector gives a notice to the Owners Corporation requiring access to any Lot or Lots, each owner and occupier of a Lot must comply with that notice and allow that access to the Lot to take place at the time and date notified to that owner or occupier by the Owners Corporation.
13. If the owner or occupier of a Lot fails to give access to the Lot to an Authorised Fire Safety Inspector at the time and date notified by the Owners Corporation under clause 12 of this by-law and, as a result, the Authorised Fire Safety Inspector is required to attend at the Lot to carry out the inspection at another time and date, the owner of the Lot shall be liable for and must pay the costs of that subsequent attendance or attendances by the Authorised Fire Safety Inspector at the Lot.
14. If as a result of the action or inaction of any Lot owner, occupier or of an Invitee to a Lot the attendance occurs at the strata scheme of any of the Fire Brigades-NSW, the Police Service (NSW), the Ambulance Service of NSW or any other person in connection with the provision of a Utility Service in or to the strata scheme and, as a result of that attendance, a charge is imposed on the Owners Corporation, the Owners Corporation may recover the amount of that charge from the Owner of the Lot.
15. In order to ensure the safety and protection of all owners, occupiers and Invitees and compliance with the *Environmental Planning and Assessment Regulation 2000*, every owner of a Lot must install in that Lot one or more smoke alarm which complies with the provisions of the *Environmental Planning and Assessment Regulation 2000* and must maintain and keep in a state of good and serviceable repair and renew when necessary any and all such smoke alarms installed in that owner's Lot.
16. Without limiting the obligations of owners under clause 15, the Owners Corporation must install smoke alarms in the common property in the Building in compliance with the provisions of the *Environmental Planning and Assessment Regulation 2000* and must maintain and keep in a state of good and serviceable repair and renew when necessary any and all such smoke alarms installed in the common property.

Failure to Install, Repair and/or Maintain Essential Fire Services within Lots

17. An owner must:
 - a. repair, maintain or replace Essential Fire Services within a Lot; and
 - b. where alterations and additions to a Lot changes the Essential Fire Services required for the Lot, the relevant owners must install and pay for the costs of installing these additional Essential Fire Services for the Lot.
18. If the relevant owner does not comply with clause 17, then the Owners Corporation, including its agents, employees or contractors, are authorised to enter into the relevant Lot to carry out the works under clause 17 after giving the owner or occupier of the Lot at least 24 hours' notice, or, in the case of an emergency, without notice. For avoidance of doubt, the costs of carrying out the work in clause 17 will be charged back to the relevant owner of the Lot.

Failure to provide access

19. If an owner or occupier of a Lot fails to provide access to the Owners Corporation or its agents, employees or contractors to any part of their Lot for the purpose of carrying out the work set out in section 122 of the Act or clause 18 of this by-law such that the Owners Corporation is required to make an application to the Tribunal for access, the Owners Corporation may:
 - a. recover as a debt any additional strata management fees or legal expenses of the Owners Corporation on an indemnity basis incurred in either obtaining legal advice or taking legal action to gain access to the Lot; and
 - b. include reference of the debt noted at clause 19(a) above on levy notices and any other levy reports, information, or notices under section 184 of the Act in respect of the Lot.

Failure to pay contributions

20. If an owner fails to comply with any obligation under the Act to pay duly levied contributions when they become due and payable or interest on those contributions, the Owners Corporation may:
 - a. recover as a debt any additional strata management fees or debt collection fees or legal expenses of the Owners Corporation on an indemnity basis incurred in either obtaining legal advice or taking legal action to recover those amounts;
 - b. include reference of the debt noted at clause 20(a) above on levy notices and any other levy reports, information, or notices under section 184 of the Act in respect of the Lot.

Failure to comply with by-laws

21. If an owner or occupier fails to comply with any obligation under this by-law or any other by-law for the scheme, the Owners Corporation may:
 - a. recover as a debt the costs and expenses incurred by the Owners Corporation in remedying the breach from the relevant owner or occupier together with any interest payable;
 - b. recover as a debt any additional strata management fees and or legal expenses of the Owners Corporation on an indemnity basis incurred in either obtaining legal advice or taking legal action to enforce the by-laws or to recover those amounts;
 - c. include reference of the debts noted at clauses 21(a) and (b) above on levy notices and any other levy reports, information, or notices under section 184 of the Act in respect of the Lot.

Interest

22. Any liability of an owner or occupier to pay costs and expenses under this by-law is due and payable within 30 days of written demand by the Owners Corporation. If such debt is not paid within 30 days it will bear simple interest at the annual rate of 10% per annum until paid.

Other rights

23. Nothing in this by-law restricts the rights of or remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Severability

24. If any part of this by-law is invalid, unenforceable or illegal then it is severed from this by-law and the remainder of this by-law will continue to have full force and effect.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:20 PM.



**MINUTES OF STRATA COMMITTEE MEETING
THE OWNERS - STRATA PLAN 83633**

ADDRESS OF THE STRATA SCHEME:

208-214 Blaxland Road, RYDE NSW 2112

DATE, PLACE & TIME OF MEETING: A meeting of the Strata Committee of The Owners - Strata Plan 83633 was held on 24/02/2022 immediately following the Annual General Meeting at by Zoom Videoconference.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
2	2	Yes	Melissa Woodhams
9	9	Yes	Yuk Kong
13	13	Yes	Jess Thornton
15	15	Yes	Guillaume Davies
18	18	Yes	Greta Vakirtzis

CHAIRPERSON: Raymond Rez

Minutes of the meeting:

1 MINUTES

Resolved that the minutes of the last Strata Committee meeting be confirmed as a true record of the proceedings of that meeting.

2 STRATA COMMITTEE METHOD OF VOTING

Resolved that, pursuant to schedule 2, subclause 10 of the Strata Schemes Management Act 2015 and section 14 of the Strata Schemes Management Regulation 2016, the strata committee approves the following other methods of voting:

- a) By means of videoconference/teleconference,
- b) By means of email or other electronic means before or at the meeting (voting in writing),
- c) By means of email or other electronic means before the meeting is to be determined (pre-meeting voting)

3 OFFICE BEARERS

Resolved that the Strata Committee appoint the following persons to be office bearers of the Strata Committee:

Chairperson	Jess Thornton
Secretary	Jess Thornton
Treasurer	Guillaume Davies

4 POINT OF CONTACT

Resolved that the Committee confirm Jess Thornton be the sole point of contact to issue instructions to the Strata Manager.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:24 PM.



Approved Budget to apply from 01/12/2021

SP 83633

208-214 Blaxland Road, RYDE NSW 2112

Administrative Fund

Approved
budget

Revenue

Levies Due--Admin	80,000.00
<i>Total revenue</i>	<u>80,000.00</u>

Less expenses

Admin--Accounting	100.00
Admin--Agent Disburst--Other	1,000.00
Admin--Management Fees--Standard	5,000.00
Admin--Telephone Charges	500.00
Insurance--Premiums	15,000.00
Maint Bldg--Cleaning	20,000.00
Maint Bldg--Fire Protection	3,000.00
Maint Bldg--General Repairs	12,700.00
Maint Bldg--Lift--Maintenance Contract	7,500.00
Utility--Electricity	7,000.00
Utility--Water & Sewerage	8,200.00
<i>Total expenses</i>	<u>80,000.00</u>

Surplus/Deficit

Opening balance	5,871.36
-----------------	----------

Closing balance

\$5,871.36

Total units of entitlement	1041
Levy contribution per unit entitlement	\$76.85

Capital Works Fund**Approved
budget****Revenue**

Levies Due--Capital Works	15,000.00
<i>Total revenue</i>	<u>15,000.00</u>

Surplus/Deficit

Opening balance	10,994.79
-----------------	-----------

Closing balance\$25,994.79

Total units of entitlement	1041
Levy contribution per unit entitlement	\$14.41



Approved Levy Posting for

SP 83633

ABN 41600160847

First instalment due date: 01/02/2022

Discount: Nil

Instalment frequency: Quarterly

Group: General

Number of instalments: 4

Entitlement set: Levy Entitlement

Description: Quarterly Admin/Capital
Works Levy

Levy determination date: 24/02/2022

Lot No.	Unit No.	Unit Entitlement	Administrative Fund	Capital Works Fund	Total
1	1	39.00	2,997.20	562.00	3,559.20
2	2	44.00	3,381.40	634.00	4,015.40
3	3	42.00	3,227.80	605.20	3,833.00
4	4	29.00	2,228.80	418.00	2,646.80
5	5	39.00	2,997.20	562.00	3,559.20
6	6	39.00	2,997.20	562.00	3,559.20
7	7	39.00	2,997.20	562.00	3,559.20
8	8	39.00	2,997.20	562.00	3,559.20
9	9	44.00	3,381.40	634.00	4,015.40
10	10	39.00	2,997.20	562.00	3,559.20
11	11	40.00	3,074.00	576.40	3,650.40
12	12	29.00	2,228.80	418.00	2,646.80
13	13	39.00	2,997.20	562.00	3,559.20
14	14	43.00	3,304.60	619.60	3,924.20
15	15	39.00	2,997.20	562.00	3,559.20
16	16	40.00	3,074.00	576.40	3,650.40
17	17	39.00	2,997.20	562.00	3,559.20
18	18	41.00	3,150.80	590.80	3,741.60
19	19	39.00	2,997.20	562.00	3,559.20
20	20	31.00	2,382.40	446.80	2,829.20
21	21	42.00	3,227.80	605.20	3,833.00
22	22	41.00	3,150.80	590.80	3,741.60
23	23	44.00	3,381.40	634.00	4,015.40
24	24	50.00	3,842.60	720.60	4,563.20
25	25	47.00	3,612.00	677.40	4,289.40
26	26	44.00	3,381.40	634.00	4,015.40
Totals		1,041.00	\$80,002.00	\$15,001.20	\$95,003.20
GST included in amounts to be raised			\$0.00	\$0.00	\$0.00
Amount to be raised per unit of entitlement			\$76.85	\$14.41	\$91.26



Issue date: 03 July 2025

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The Owners of Strata Plan 83633	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	208-214 BLAXLAND ROAD, RYDE, NSW 2112	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$13,190,000.00 Common Contents - \$131,900.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$1,000,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 5:	<u>Machinery Breakdown</u> Limit - \$100,000 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$20,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20343219	
PERIOD OF INSURANCE:	9 April 2025 expiring on 09 April 2026 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).



Capital Works Fund Plan

208-214 Blaxland Road

Ryde NSW 2112

Strata Plan 83633



Report details

Inspection date:	24/11/2025
Inspector:	Declan Hevey

NEW SOUTH WALES

L5 115 Pitt St Sydney 2000
PO Box A72 Sydney South 1235

QUEENSLAND

9 Gardner Close, Milton 4064
PO Box 1584 Milton 4064

VICTORIA

80 Dorcas Street, Southbank 3006
GPO Box 3025 Melbourne 3001

WESTERN AUSTRALIA

202/37 Barrack Street Perth 6000



25/11/2025

The Owners Corporation
Strata Plan 83633
208-214 Blaxland Road
Ryde NSW 2112

Dear Committee Members,

Thank you for appointing our company to conduct your Capital Works Fund Plan.

Based on our survey of your property's maintenance needs, we recommend that the capital works fund levies be set at the levels shown in this report.

This plan should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements, and any discrepancies between the forecast and actual capital works fund balances. Regular updates also create peace of mind and assist the Owners Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total capital works fund levy divided by unit entitlements)	\$42.98
Total Unit Entitlements	1041
Total Capital Works Fund Levy	\$44,743.06

The data used to arrive at the above figures is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph with New Levies	3
Report Detail	Section 2
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	7
Inspector's Building Report & Building Specific Report Notes	17
Report Notes	19

All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website www.solutionsinengineering.com

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email enquiry@solutionsinengineering.com.

Yours sincerely,



The Team at Solutions in Engineering

Building Details & Report Inputs Supplied information

Building Address	208-214 Blaxland Road Ryde NSW 2112
Strata Plan No.	83633
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	2012
Number of Unit Entitlements	1041
Number of Units	26
Estimated Capital Works Fund Balance	\$65,967
Starting date of Financial Year for Report	1/12/2025
GST Status	Not Registered for GST
Current Capital Works Fund Levy per Lot Entitlement	41.13

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000) Years 1 - 3	4.50%
Assumed Interest Rate on invested funds (For funds over \$10,000) Years 4 - 15	3.50%
Company Taxation Rate	25.00%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Capital Works Fund balances over \$10,000 - Years 1 - 3	3.38%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Capital Works Fund balances over \$10,000 - Years 4 - 15	2.63%
Contingency Allowance - For minor and/or unforeseen expenses	10%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase over the past five years.	4.50%
Forecast Period - Number of years the plan forecasts	15 years

15 Year Levy Table

Year	Year To	Total Contribution	Contribution per Unit Entitlement	Quarterly Contribution
1	30/11/2026	44,743.06	42.98	10.75
2	30/11/2027	46,532.78	44.70	11.18
3	30/11/2028	48,394.09	46.49	11.62
4	30/11/2029	50,329.85	48.35	12.09
5	30/11/2030	52,343.04	50.28	12.57
6	30/11/2031	54,436.76	52.29	13.07
7	30/11/2032	56,614.23	54.38	13.60
8	30/11/2033	58,878.80	56.56	14.14
9	30/11/2034	61,233.95	58.82	14.71
10	30/11/2035	63,683.31	61.18	15.30
11	30/11/2036	66,230.64	63.62	15.91
12	30/11/2037	68,879.87	66.17	16.54
13	30/11/2038	71,635.06	68.81	17.20
14	30/11/2039	74,500.46	71.57	17.89
15	30/11/2040	77,480.48	74.43	18.61

15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' (including contingency allowance) are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:

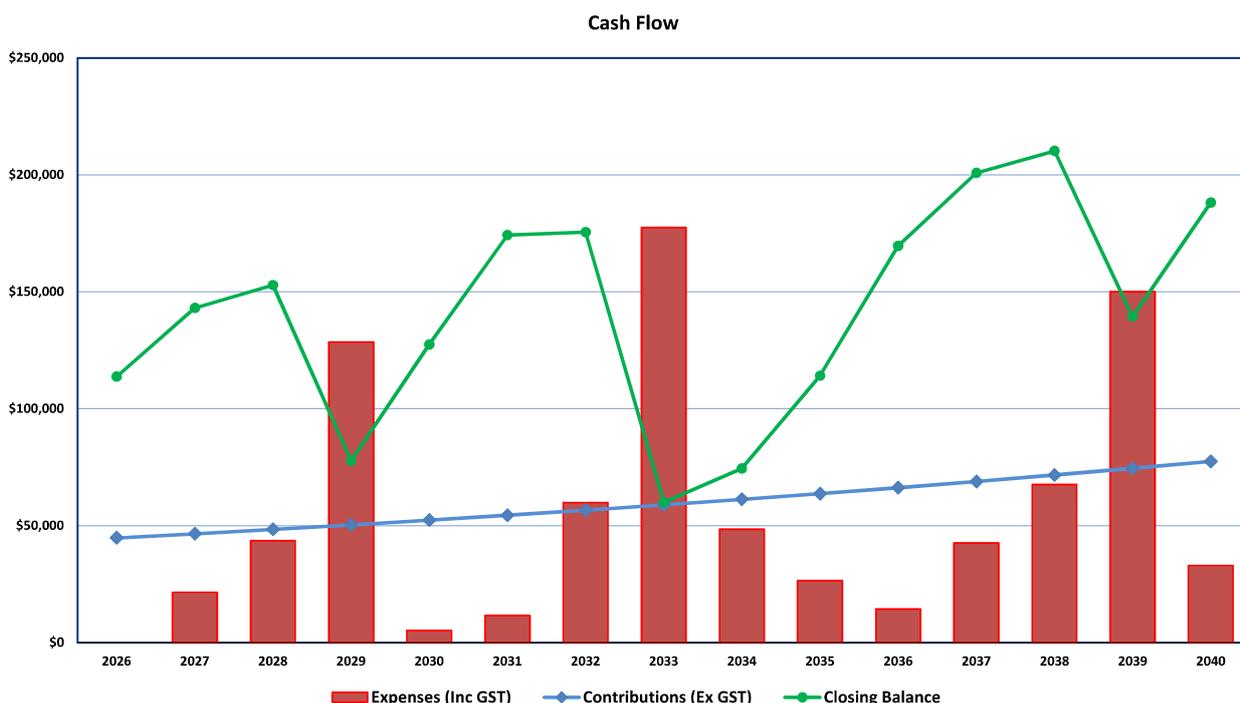
$$\text{Opening Balance} + \text{Total Levy Contributions} + \text{Interest} - \text{Anticipated Expenses} = \text{Closing Balance}$$

Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Inc. GST)	Closing Balance
1	30/11/2026	65,967.00	44,743.06	2,985.84	0.00	113,695.90
2	30/11/2027	113,695.90	46,532.78	4,266.75	21,454.00	143,041.43
3	30/11/2028	143,041.43	48,394.09	4,917.78	43,484.00	152,869.30
4	30/11/2029	152,869.30	50,329.85	2,991.99	128,541.00	77,650.14
5	30/11/2030	77,650.14	52,343.04	2,661.97	5,212.00	127,443.15
6	30/11/2031	127,443.15	54,436.76	3,915.40	11,574.00	174,221.31
7	30/11/2032	174,221.31	56,614.23	4,538.62	59,915.00	175,459.16
8	30/11/2033	175,459.16	58,878.80	3,055.08	177,472.00	59,921.04
9	30/11/2034	59,921.04	61,233.95	1,743.55	48,487.00	74,411.54
10	30/11/2035	74,411.54	63,683.31	2,446.42	26,467.00	114,074.27
11	30/11/2036	114,074.27	66,230.64	3,682.71	14,325.00	169,662.62
12	30/11/2037	169,662.62	68,879.87	4,808.43	42,545.00	200,805.92
13	30/11/2038	200,805.92	71,635.06	5,335.19	67,529.00	210,247.17
14	30/11/2039	210,247.17	74,500.46	4,537.14	149,965.00	139,319.77
15	30/11/2040	139,319.77	77,480.48	4,249.88	32,935.00	188,115.13

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the capital works fund and the likely 'Expenses' for each year of this plan. The three lines in the graph are:

- Contributions line - Total capital works fund contributions per year.
- Expenses line – Total anticipated expenses in each year.
- Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:

‘**Expenditure Items**’ - lists the different areas and items of expenditure.

‘**Current Cost**’ - shows the current maintenance expenditure costs in today’s dollars.

Year 1 to 15 - shows the costs in the year in which they occur including the ‘Assumed Rate of Inflation’ compounded annually until the cost is due.

At the bottom on each column, there are three lines. Firstly, a ‘**Grand Total (Inc. GST)**’ followed by a line calculating the ‘**Contingency Allowance (Inc. GST)**’ for unforeseen and minor expenses and finally ‘**Total Expenses (Inc. GST)**’ for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost (2026)	Year 1 (2027)	Year 2 (2028)	Year 3 (2029)	Year 4 (2030)	Year 5 (2031)	Year 6 (2032)	Year 7 (2033)	Year 8 (2034)	Year 9 (2035)	Year 10 (2036)	Year 11 (2037)	Year 12 (2038)	Year 13 (2039)	Year 14 (2040)	Year 15 (2040)
1. BUILDING EXTERIOR																
Repair external surfaces	5,090	-	5,809	-	-	-	-	-	-	-	-	-	9,020	-	-	-
Repair balcony ceilings / undersides	10,147	-	11,579	-	-	-	-	-	-	-	-	-	17,982	-	-	-
Repair eaves lining	5,361	-	6,118	-	-	-	-	-	-	-	-	-	9,501	-	-	-
Repair balustrades (Total: 151 lm) - 2%	2,750	-	3,138	-	-	-	-	-	-	-	-	-	4,874	-	-	-
Repair balcony and terrace waterproof membrane and walkway surfaces (Total: 553 m2) - 10%	70,483	-	-	-	-	-	-	100,234	-	-	-	-	-	-	-	-
Repair/ replace windows doors and hardware	4,661	-	-	5,558	-	-	-	-	6,927	-	-	-	-	-	8,632	-
Work at heights access and site setup	7,000	-	7,988	-	-	-	-	-	-	-	-	-	12,405	-	-	-
Sub Total (Incl. GST)	0	0	34,632	5,558	0	0	0	100,234	6,927	0	0	0	53,782	8,632	0	0
2. ROOFTOP																
Replace waterproofing membrane	143,477	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair waterproofing (Total: 488 m2) - 5%	3,886	-	-	-	-	-	5,288	-	-	-	6,590	-	-	-	-	-
Replace metal roof and flashings	120,726	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair metal roof and flashings (Total: 490 m2) - 5%	4,631	-	-	-	-	-	6,302	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)	0	0	0	0	0	0	11,590	0	0	0	0	6,590	0	0	0	0
3. HALLWAYS AND STAIRWELL																
Repair internal walls	17,802	-	-	21,229	-	-	-	-	-	-	-	-	-	32,968	-	-
Repair internal ceilings	6,840	-	-	8,157	-	-	-	-	-	-	-	-	-	12,667	-	-
Repair unit entry door - 1x side and frame	5,781	-	-	6,894	-	-	-	-	-	-	-	-	-	10,706	-	-
Repair timber door - 1x side and frame	1,557	-	-	1,857	-	-	-	-	-	-	-	-	-	2,883	-	-
Repair balustrades	1,004	-	-	1,197	-	-	-	-	-	-	-	-	-	1,859	-	-
Replace carpet	26,219	-	-	31,267	-	-	-	-	-	-	-	-	-	-	-	-
Repair/ replace tiled walkway (Total: 41 m2) - 10%	1,365	-	-	-	-	-	-	-	-	2,120	-	-	-	-	-	-
Sub Total (Incl. GST)	0	0	0	70,601	0	0	0	0	0	0	0	0	2,120	0	0	61,083

Expenditure Item	Current Cost	Year 1 (2026)	Year 2 (2027)	Year 3 (2028)	Year 4 (2029)	Year 5 (2030)	Year 6 (2031)	Year 7 (2032)	Year 8 (2033)	Year 9 (2034)	Year 10 (2035)	Year 11 (2036)	Year 12 (2037)	Year 13 (2038)	Year 14 (2039)	Year 15 (2040)
4. BATHROOMS																
Allowance towards bathroom remediation	25,000	-	-	-	29,813	-	-	-	-	37,152	-	-	-	-	-	46,299
Replace macerating pump	4,388	-	4,792	-	-	-	-	-	-	-	-	-	7,442	-	-	-
Sub Total (Incl. GST)		0	4,792	0	29,813	0	0	0	0	37,152	0	0	7,442	0	46,299	0
5. PEDESTRIAN ACCESSWAYS																
Repair/ replace tiled walkway (Total: 86 m2) - 10%	2,457	-	2,683	-	-	-	-	3,344	-	-	-	-	4,167	-	-	-
Sub Total (Incl. GST)		0	2,683	0	0	0	0	3,344	0	0	0	0	4,167	0	0	0
6. VEHICLE ACCESSWAYS																
Repaint line marking	7,347	-	-	-	-	-	-	-	-	-	11,410	-	-	-	-	14,219
Repaint timber door - 1x side and frame	2,891	-	-	-	3,448	-	-	-	-	-	-	-	-	-	-	5,354
Repaint bollards	75	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair/ replace tiled walkway (Total: 5 m2) - 25%	546	-	-	-	-	-	-	-	-	-	848	-	-	-	-	-
Repair/ replace tiled wall (Total: 6 m2) - 25%	414	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace car park entry gate	8,042	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace car park entry gate motor	3,802	-	-	-	-	4,738	-	-	-	-	-	-	-	-	-	7,358
Repair concrete driveway (Total: 240 m2) - 10%	9,128	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace metal bollard	2,606	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,043
Sub Total (Incl. GST)		0	0	0	3,448	4,738	0	0	0	0	12,258	0	0	0	5,354	26,620
7. FENCING AND WALLS																
Repair/ replace boundary fences (50% shared cost) (Total: 140 lm) - 25%	4,781	-	5,221	-	-	-	-	-	-	-	-	-	8,108	-	-	-
Replace metal slat fence (Total: 136 lm) - 10%	2,011	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	5,221	0	0	8,108	0	0	0							
8. FIXTURES & FITTINGS																
Replace mailbox	2,459	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0									
9. ELECTRICAL																
Replace/upgrade electrical switchboard	17,305	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace intercom AV station (Total: 2 ea.) - 50%	1,716	-	-	-	-	-	-	2,335	-	-	-	-	-	-	-	3,321
Repair electrical, communication and data system assets (Total: 1 Item) - 10%	3,543	-	-	4,043	-	-	-	-	5,039	-	-	-	-	-	6,279	-
Sub Total (Incl. GST)		0	0	4,043	0	0	0	2,335	5,039	0	0	0	0	6,279	0	3,321

Expenditure Item	Current Cost	Year 1 (2026)	Year 2 (2027)	Year 3 (2028)	Year 4 (2029)	Year 5 (2030)	Year 6 (2031)	Year 7 (2032)	Year 8 (2033)	Year 9 (2034)	Year 10 (2035)	Year 11 (2036)	Year 12 (2037)	Year 13 (2038)	Year 14 (2039)	Year 15 (2040)
10. FIRE																
Replace/upgrade fire indicator panel (FIP)	18,929	-	-	-	-	-	-	25,760	-	-	-	-	-	-	-	-
Repair/ replace fire equipment	3,461	-	3,780	-	4,127	-	4,507	-	4,922	-	5,375	-	5,869	-	6,410	-
Sub Total (Incl. GST)		0	3,779	0	4,127	0	4,507	25,760	4,922	0	5,375	0	5,869	0	6,410	0
11. LANDSCAPING																
Tree removal/ tree pruning	1,845	-	-	-	-	-	2,403	-	-	-	-	-	-	-	3,417	-
Sub Total (Incl. GST)		0	0	0	0	0	2,403	0	0	0	0	0	0	0	3,417	0
12. LIFTS																
Replace passenger lift	242,563	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace lift motor	33,189	-	-	-	-	-	-	-	47,198	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	47,198	0	0	0	0	0	0	0
13. WATER																
Replace sump pump	3,958	-	-	-	-	-	-	5,386	-	-	-	-	-	-	-	-
Replace pump control panel	2,125	-	-	-	-	-	-	2,892	-	-	-	-	-	-	-	-
Plumbing and drainage repairs	2,774	-	3,029	-	3,308	-	3,612	-	3,945	-	4,308	-	4,704	-	5,137	-
Sub Total (Incl. GST)		0	3,029	0	3,308	0	3,612	8,278	3,945	0	4,308	0	4,704	0	5,137	0
14. HEATING, VENTILATION, AIR-CONDITIONING (HVAC)																
Replace carpark exhaust and supply fan (Total: 2 ea.) - 50%	6,305	-	-	-	-	-	-	-	-	-	-	10,232	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	0	10,232	0	0	0	0
Grand Total (Incl. GST)		0	19,504	38,675	116,855	4,738	10,522	51,307	161,338	44,079	24,061	10,232	36,880	60,061	136,332	29,941
Contingency Allowance (Incl. GST)		0	1,950	3,868	11,686	474	1,052	5,131	16,134	4,408	2,406	1,023	3,688	6,006	13,633	2,994
DBPA Allowance (Incl. GST)		0	0	941	0	0	0	3,477	0	0	0	3,070	1,977	1,462	0	0
Grand Total Expenses (Incl. Contingency Allowance and GST)		0	21,454	43,484	128,541	5,212	11,574	59,915	177,472	48,487	26,467	14,325	42,545	67,529	149,965	32,935

Building Data List from the Property Inspection for Strata Plan 83633

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the quantity of that item in scope

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'DBPA %' – is a percentage allowance for costs incurred by complying with the Design and Building Practitioners Act 2020 (NSW)

'Value' – is the quantity (Qty) multiplied by the Rate (\$)

'Next Due' – is the remaining life in years until an item needs money spent on it.

'Total Life' – is the total life of the item after it is replaced, repaired or repainted.

'Comments' – details any useful explanatory notes for the item.

Items	Qty	Unit	Rate (\$)	Value (\$)	DBPA (%)	Next Due	Total Life	Comments
1. BUILDING EXTERIOR								
Repaint external surfaces	159	m2	32.01	5,090.00		3	10	Ongoing painting program
Repaint balcony ceilings / undersides	277	m2	36.63	10,147.00		3	10	Ongoing painting program
Repaint eaves lining	202	lm	26.54	5,361.00		3	10	Ongoing painting program
Repair balustrades (Total: 151 lm) - 2%	4	lm	687.53	2,750.00	30%	3	10	Repair as required
Repair balcony and terrace waterproof membrane and walkway surfaces (Total: 553 m2) - 10%	56	m2	1,258.62	70,483.00		8	8	Provision towards balcony waterproofing and tile repairs
Repair/ replace windows doors and hardware	1	Item	4,661.36	4,661.00		4	5	Maintain as required
Work at heights access and site setup	1	ea.	7,000.00	7,000.00		3	10	Method to be determined by contractor
2. ROOFTOP								
Replace waterproofing membrane	488	m2	294.01	143,477.00	30%	50	50	Replace as required
Repair waterproofing (Total: 488 m2) - 5%	25	m2	155.45	3,886.00	30%	7	5	Repair as required
Replace metal roof and flashings	490	m2	246.38	120,726.00	30%	50	60	Metal roofing replacement including edge protection
Repair metal roof and flashings (Total: 490 m2) - 5%	25	m2	185.24	4,631.00	30%	7	10	Metal roofing repairs including edge protection
3. HALLWAYS AND STAIRWELL								
Repaint internal walls	667	m2	26.69	17,802.00		4	10	Ongoing painting program
Repaint internal ceilings	249	m2	27.47	6,840.00		4	10	Ongoing painting program
Repaint unit entry door - 1x side and frame	26	ea.	222.36	5,781.00		4	10	Ongoing painting program
Repaint timber door - 1x side and frame	7	ea.	222.36	1,557.00		4	10	Ongoing painting program
Repaint balustrades	13	lm	77.26	1,004.00		4	10	Ongoing painting program
Replace carpet	210	m2	124.85	26,219.00		4	15	Replace as required
Repair/ replace tiled walkway (Total: 41 m2) - 10%	5	m2	272.96	1,365.00		10	15	Repair as required
4. BATHROOMS								
Allowance towards bathroom remediation	1	Item	25,000.00	25,000.00		4	5	
Replace macerating pump	1	ea.	4,387.98	4,388.00		2	10	Replace as required

Items	Qty	Unit	Rate (\$)	Value (\$)	DBPA (%)	Next Due	Total Life	Comments
5. PEDESTRIAN ACCESSWAYS								
Repair/ replace tiled walkway (Total: 86 m2) - 10%	9	m2	272.96	2,457.00		2	5	Tiles are damaged at front entry. Loose and missing tiles at LH side of building
6. VEHICLE ACCESSWAYS								
Repaint line marking	328	lm	22.40	7,347.00		10	5	Ongoing painting program
Repaint timber door - 1x side and frame	13	ea.	222.36	2,891.00		4	10	Ongoing painting program
Repaint bollards	4	ea.	18.70	75.00		19	10	Ongoing painting program
Repair/ replace tiled walkway (Total: 5 m2) - 25%	2	m2	272.96	546.00		10	15	Repair as required
Repair/ replace tiled wall (Total: 6 m2) - 25%	2	m2	206.80	414.00	30%	18	25	Repair as required
Replace car park entry gate	1	ea.	8,041.53	8,042.00		30	40	Replace as required
Replace car park entry gate motor	1	ea.	3,802.35	3,802.00		5	10	Replace as required
Repair concrete driveway (Total: 240 m2) - 10%	24	m2	380.35	9,128.00		18	10	Repair as required / Estimate only - quotations required
Replace metal bollard	4	ea.	651.56	2,606.00		15	10	Replace as required
7. FENCING AND WALLS								
Repair/ replace boundary fences (50% shared cost) (Total: 140 lm) - 25%	35	lm	136.61	4,781.00		2	10	LH side of property fencing is deteriorating and may require replacement
Replace metal slat fence (Total: 136 lm) - 10%	14	lm	143.64	2,011.00		30	40	Replace as required
8. FIXTURES & FITTINGS								
Replace mailbox	27	ea.	91.09	2,459.00		20	30	Replace as required
9. ELECTRICAL								
Replace/upgrade electrical switchboard	26	Per unit	665.57	17,305.00		28	40	Replace as required
Replace intercom AV station (Total: 2 ea.) - 50%	1	ea.	1,716.45	1,716.00		7	8	Replace as required
Repair electrical, communication and data system assets (Total: 1 Item) - 10%	1	Item	3,543.43	3,543.00		3	5	Repair as required
10. FIRE								
Replace/upgrade fire indicator panel (FIP)	1	ea.	18,928.63	18,929.00		7	20	Replace as required
Repair/ replace fire equipment	1	ea.	3,461.25	3,461.00		2	2	Maintain/ repair/ replace as required
11. LANDSCAPING								
Tree removal/ tree pruning	1	Item	1,844.52	1,845.00		6	8	Seek quotation
12. LIFTS								
Replace passenger lift	1	ea.	242,562.70	242,563.00	30%	17	30	Estimate only - please obtain a quote
Replace lift motor	1	ea.	33,188.79	33,189.00		8	20	Estimate only - please obtain a quote

Items	Qty	Unit	Rate (\$)	Value (\$)	DBPA (%)	Next Due	Total Life	Comments
13. WATER								
Replace sump pump	1	ea.	3,958.33	3,958.00		7	10	Replace as required
Replace pump control panel	1	ea.	2,125.26	2,125.00		7	20	Replace as required
Plumbing and drainage repairs	1	Item	2,773.54	2,774.00		2	2	Plumbing pipework repairs
14. HEATING, VENTILATION, AIR-CONDITIONING (HVAC)								
Replace carpark exhaust and supply fan (Total: 2 ea.) - 50%	1	ea.	6,305.26	6,305.00	30%	11	10	Replace as required



Building Photo Section

Item Group

BUILDING EXTERIOR



ROOFTOP



Item Group

HALLWAYS AND STAIRWELL



BATHROOMS



Item Group

PEDESTRIAN ACCESSWAYS



VEHICLE ACCESSWAYS



Item Group

FENCING AND WALLS



FIXTURES & FITTINGS



Item Group

ELECTRICAL



FIRE



Item Group

LANDSCAPING



LIFTS



Item Group

WATER



Inspector's Report for Strata Plan 83633

1. **INFLATION** - It is necessary to offset the effects of inflation on construction materials and labour costs and to ensure that adequate funds are available to provide for major works. These major works can frequently become necessary as the property ages but cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that construction and maintenance costs will increase by 50% every 15 years. The fund balance will be reviewed in light of current price levels and the state of the property at the time of each update.
2. **UPDATES** - We recommend that this report is updated every 3 years to ensure that it captures market variations and any changes to the property itself.
3. **ADMINISTRATION EXPENSES** - We assume that small repairs & improvements, regular maintenance items are financed via the administration fund and therefore are not included in this report.
4. **DESIGN AND BUILDING PRACTITIONERS ACT 2020** - This report includes an allowance for costs that may be incurred in complying with the Design and Building Practitioners Act 2020 (NSW). Remedial line items that could trigger the need for a registered building practitioner have been assigned an additional percentage to accommodate the likely associated fees. The specific percentage applied is shown alongside each relevant item. These allowances are estimates only; the actual requirements and costs will be determined by the appointed engineer, builder, or project manager at the time works are undertaken.
5. **HARSH ENVIRONMENT** - A harsh environment can shorten the service life of many items and will lead to accelerated wear and tear on a wide range of surfaces and materials. Any signs of corrosion or deterioration should be assessed and rectified as soon as possible.
6. **TREES** - Trees should be maintained below the height of guttering and clear of buildings wherever possible to prevent premature corrosion of the roof, flashings, gutters, and downpipes. Root systems should also be kept away from buildings, driveways and walkways to prevent structural damage. Removal of trees may be required in some cases.
7. **PAINT QUOTATIONS** - It is recommended that quotations are obtained for painting well in advance of when the work is to be carried out to allow for any shortfall or excess in funds. The costs estimated for painting are as accurate as possible but will vary from actual painting quotations.
8. **PAINT SERVICE-LIFE** - Paint serves to protect a surface as well as improving its appearance. Paint seals the surface from water, salt, or air pollutants. Although paint may hold its appearance for at least ten years before cracking and/or peeling occurs, it may become porous and lose its protective abilities before this point.
9. **PAINTED METAL** - Some painted metal items show signs of wear and/or damage. Repainting these items is recommended in the short term, but full replacement of these items should be considered and planned for well in advance.
10. **POWDER COAT REPAINT** - Powder coated surfaces have a lengthy maintenance-free period when new. After this period, these surfaces may be repainted to maintain their appearance. It is important to note that powder coated surfaces will require special preparation for repainting.
11. **POWDER COAT WARRANTY** - Powder coated surfaces may be subject to a manufacturer's warranty. Therefore, the manufacturer's cleaning and maintenance recommendations should be followed.
12. **FENCES OR WALLS DIVIDING COMMON PROPERTY FROM LOTS** - For aesthetic and practical reasons, the maintenance costs for fences or walls dividing the common property from individual lots have been included in this report.
13. **BOUNDARY FENCES OR WALLS** - Maintenance of fences or walls between properties is regulated under the Dividing Fences Act 1991 No 72, which states that neighbours have equal responsibility for dividing fences or walls (excluding retaining walls). As such, a 50% rate has been used for all maintenance work on boundary fences or walls.
14. **BOUNDARY RETAINING WALLS** - The law regarding retaining walls dividing properties is not settled and therefore the responsibility for maintaining them varies depending on a range of factors including who built the retaining wall, whose property it is on, and who benefits from its construction. For the purpose of this report we have presumed that the maintenance costs will be shared equally with neighbouring properties. As such, a 50% rate has been used for all maintenance work on boundary retaining walls.

- 15. LIFTS** - The design of a lift requires continual maintenance. Maintenance is required due to the complexity of the engineering and electronic systems in the structure, external elements and the lift car. We assume the lifts are maintained via a comprehensive lift maintenance contract which, in our professional opinion, all buildings with lifts must have in place.

After 20 to 30 years of service, lifts may reach the end of their cost effective life. From this point lifts may experience decreasing performance along with an increase in required service. We have provisioned for lift replacement based on the age and current visual condition of the lift. In addition we take into account the following factors:

- Obsolescence (Mechanical, Electrical & Software)

Even though these elements can be supported at a stretch, it is prohibitively expensive to do so which adds cost and complexity into the maintenance regime. The additional cost in maintenance to facilitate reliability far outweighs the cost of new lift in the long term.

- Building Code changes from year to year

What may be relevant today, tends to change over time – hence the requirement to plan for upgrades every 10 years or as required.

- Unforeseen environment impacts

Flooding, Electrical surges & Misuse/Vandalism which are not covered by either the maintenance contract or building insurance.

- 16. METAL ROOFS** - Metal roofs may have a service life of 60 years or more with proper care and maintenance.
- 17. WATERPROOFING** - Waterproofing requires replacement over time and the costs can be significant. Water penetration can affect various parts of a building or property and if not rectified promptly can lead to more expensive repairs.
- 18. WATERPROOFING** – Waterproofing membranes requires regular maintenance and replacement when signs of failure like small leaks or small cracks appear. If action is not taken immediately the costs of damage and remediation grow exponentially.
- 19. HEIGHT ALLOWANCE** - Funds allocated for painting & remedial works can be used for many types of access equipment including, but not limited to scaffolding, boom lifts, cherry pickers, rope access, etc. An allowance towards work at height equipment is included and cost may vary dependent upon type of equipment selected, set up and transport costs, required licences from council, and term of hire.
- 20. ALUMINIUM** – Aluminium materials and structures may have a service life of 40 years or more with proper care and maintenance.
- 21.** This property is currently undergoing significant remedial works as outlined in Remedial and Building Engineers Scope of Works documentation - References
RBE01049/SOW-R2 dated 7 November 2024
RBE01049/SOW-R2 ADDITIONAL UNITS – 10 NOVEMBER 2025

The remedial works include but are not limited to

UNIT DEFECTS – Variable Internal and External Remedial Works throughout Seven (7) Units within the Complex

BASEMENT DEFECTS – Basement Remedial Works related to Water Ingress and adjacent areas

ROOF DEFECTS– Extensive Roof Remedial Works associated with the waterproof membrane of the Roof Area

Additional Unit Defects – 1, 6, 10, 13, 15, 20, 21 & 26

As per advice received the remedial works are funded via a special levy separate to the capital works fund plan

- 22.** Internal/ external painting and carpet replacement has been deferred to years 3 and 4 due to current remedial works

Report Notes

Capital Works Fund Plan (NSW)

This forecast satisfies the current requirements of the Strata Schemes Management Act 2015, which states:

80 Owners corporation to prepare 10-year capital works fund plan

- (1) *An owners corporation is to prepare a plan of anticipated major expenditure to be met from the capital works fund for a 10-year period commencing on the first annual general meeting of the owners corporation.*
- (2) *An owners corporation is to prepare a plan for each 10-year period following the 10-year period to which the first plan applied. The plan is to be prepared for the annual general meeting at which the period covered by the previous plan expires.*
- (3) *An owners corporation may, by resolution at a general meeting, review, revise or replace a 10-year plan prepared under this section and must review the plan at least once every 5 years.*
- (4) *A plan under this section is to include the following:*
 - (a) *details of proposed work or maintenance,*
 - (b) *the timing and anticipated costs of any proposed work,*
 - (c) *the source of funding for any proposed work,*
 - (d) *any other matter the owners corporation thinks fit,*
 - (e) *any other matter prescribed by the regulations for the purposes of this section.*
- (5) *A plan under this section is to be finalised by the end of the next annual general meeting of the owners corporation after the annual general meeting for which the plan is prepared.*
- (6) *An owners corporation may engage expert assistance in the preparation of a plan under this section.*
- (7) *An owners corporation is, so far as practicable (and subject to any adjustment under this section), to implement each plan prepared under this section.*

A Capital Works Fund is established under section 74 of the *Strata Schemes Management Act 2015*, which states:

74 Capital works fund

- (1) **Establishment of fund**
An owners corporation must establish a capital works fund.
- (2) **Amounts payable to fund**
An owners corporation must pay the following amounts into the capital works fund:
 - (a) *the contributions levied on, and paid by, owners for payment into the fund,*
 - (b) *any amounts paid to the owners corporation by way of discharge of insurance claims, unless paid into the administrative fund,*
 - (c) *any amounts paid to the owners corporation under Part 11,*
 - (d) *any amount received by the owners corporation that is not required or permitted to be paid into the administrative fund,*
 - (e) *the proceeds of any investment of the fund.*
- (3) *An owners corporation may also pay the following amounts into the capital works fund:*
 - (a) *any income of the owners corporation,*
 - (b) *any amount that may be, but is not required to be, paid into the fund under this Act.*
- (4) **Amounts payable from fund**
An owners corporation may pay money from its capital works fund only for the following purposes:
 - (a) *payments of the kind for which estimates have been made under section 79 (2),*
 - (b) *payments made in accordance with this Division on a distribution of a surplus in the fund,*
 - (c) *payments of amounts for the purposes of Part 11,*
 - (d) *the transfer of money to the administrative fund or to pay expenditure that should have been paid from the administrative fund.*
- (5) **Exemption**
An owners corporation for a strata scheme comprising 2 lots need not establish a capital works fund if:
 - (a) *the owners corporation so determines by unanimous resolution, and*

- (b) *the buildings comprised in one of those lots are physically detached from the buildings comprised in the other lot, and*
- (c) *no building or part of a building in the strata scheme is situated outside those lots.*

THIS REPORT DEALS WITH THE CAPITAL WORKS FUND PLAN.

Implementation - It is the responsibility of the Strata Committee and the Owners Corporation to implement this plan so far as is practicable.

Interaction with Capital Works Fund - The source of funding for all proposed work or maintenance is presumed to be the capital works fund. No allowance has been made for proposed work or maintenance that is funded by means other than the capital works fund.

Figures used and updates - The figures used in the forecast are typical for this type of building and normal usage. The Strata Committee has some flexibility to make minor adjustments to the timing of any proposed work. More major adjustments to the timing of work may require an ordinary resolution of the Strata Committee, or complete revision of the Plan. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

Contingency - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

Interest, Taxation and Inflation - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past fifteen years. The company tax rate is applied to interest income unless *Solutions in Engineering* is advised that the Owners Corporation is exempt from tax on external income. The standard inflation rate used by *Solutions in Engineering* is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

Administration Fund - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

Items with Indefinite Lives - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Strata Committee). This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Strata Committee may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items.

Defects - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

Ongoing Maintenance Programs - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the owners and the Strata Committee. Allowances for ongoing maintenance programs allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- ◆ Usage.
- ◆ Accidental damage to floor tiles, which may or may not be still available or in stock.
- ◆ Fences can be maintained and replaced gradually or all at once.
- ◆ Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- ◆ Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- ◆ Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

Safety - The inspection does not cover safety issues.

Lifts - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Strata Committee Committee/Representative.

Fire Maintenance – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Strata Committee/Representative.

Other Matters - Unless otherwise included, this report does not include matters that are not anticipated major expenditures to be met from the capital works fund.

Sustainability Considerations - In accordance with the Strata Schemes Management Regulation 2016 (NSW), Owners Corporations are required to consider sustainability infrastructure and improvements when preparing or reviewing their Capital Works Fund Plan.

Sustainability infrastructure may include items that reduce energy or water consumption, improve energy efficiency, support waste management, or enable renewable energy use within the scheme. Examples include solar power systems, LED lighting upgrades, water-saving devices, and electric vehicle (EV) charging facilities.

This report has been prepared on the basis of the information currently available to us. If your Owners Corporation wishes to include or explore sustainability initiatives as part of this plan, please advise us so we can incorporate relevant options and associated cost allowances in future updates.

Updates - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

Your FREE amendment (conditions) - In order to ensure that this service is provided to all clients in an efficient and productive manner we ask that you fully review your report and list anything you would like changed in a single email allowing for the requested amendments to be dealt with in one effort. Due to the extra work involved and inefficiency created by an incomplete initial amendment request further amendments requests will be charged for based on the hours and effort required.

Supply terms and conditions - All services provided by *Solutions in Engineering* are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website www.solutionsinengineering.com

Please read the information and the notes on the Inspector's report to gain the most from this report.