Notice of an Annual General Meeting
Strata Schemes Management Act 2015

Stanton and Taylor Strata Management
ABN 25 276 570 242

02 4721 2444
info@stsm.com.au
Level 1, 314 High Street,
Penrith NSW 2750
PO Box 5, Penrith NSW 2751

To: Owners Corporation Strata Plan **63789**
11-13 FOURTH AVENUE, BLACKTOWN, NSW, 2148

Notice of business to be dealt with at the Annual General Meeting of The Owners – Strata Plan **63789** to be held;

At: Level 1, 314 High Street, Penrith, NSW, 2750
https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting,
Alternatively, via teleconference, video conference & pre-meeting electronic vote,
With votes collated at the offices of STSM Strata Management

Teleconference:
Phone: 02 7208 4711
Phone conference ID: 138 302 814#

Video Conference (Teams):
Link: https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting
Meeting ID: 437 177 569 058 41
Passcode: rv2nr2ky

On: Wednesday 11 February 2026
At: 04:00 PM

The Owners Corporation resolved at a previous General Meeting to adopt pre-meeting electronic voting by email. In some instances, a motion may be amended by the Owners Corporation at the Meeting, but not so as to change its subject matter. If this occurs, please note that pre-meeting electronic votes may not be of effect.

If you wish to participate in the meeting by way of online voting, please ensure you complete your vote at least 24 hours prior to the commencement of the meeting. If you receive your correspondence by way of post, access to online voting is by way of the QR code included with your meeting paperwork.

AGENDA

1. Record commencement time
2. Record Chairperson
3. Record attendances, proxies and company nominees
4. Establish quorum and voting rights

Motions to be considered:

Motion 1: Confirmation of Minutes	**Ordinary Resolution**
That the Owners – Strata Plan No 63789 RESOLVE that the Minutes of the preceding General Meeting be confirmed as a true and accurate record of events.	
Explanatory Note: A General Meeting must include a form of motion to confirm the Minutes of the last General Meeting of the Owners Corporation. This motion confirms the accuracy of the Minutes, and in the event that an error is contained, the Owners can move that the Minutes be amended.	

Motion 2: Insurance	**Ordinary Resolution**
2.1 That the Owners – Strata Plan No 63789 RESOLVE to confirm and adopt the particulars of each insurance policy, as outlined within the enclosed documents, held by the Owners Corporation.	
2.2 That the Owners – Strata Plan No 63789 RESOLVE that the Insurances of the kind referred to in Section 165 (2) be confirmed and continued ~ Insurance for Office Bearers and Fidelity Guarantee.	
2.3 That the Owners – Strata Plan No 63789 RESOLVE to obtain a valuation for insurance purposes from an appropriately qualified consultant, and to amend the current insurance policy in accordance with the amounts listed within the valuation. Previous Valuation carried out in March 2024 - $16,940,000.00 **It is recommended the building be valued every two years and insured for at least the valued amount.**	
2.4 That the Owners – Strata Plan No 63789 RESOLVE to instruct the Managing Agent to, where possible, obtain three quotations for insurance prior to the renewal of the current policy, and delegate authority to approve one of the insurance quotations to the Strata Committee.	
2.5 That the Owners – Strata Plan No 63789 RESOLVE that; a. Pursuant to S 60(1) of the Strata Schemes Management Act 2015, that the commissions provided to the agent over the preceding and ensuing 12 month period, as outlined within the enclosed report, be accepted. b. If amendments to the insurance policy held by the Owners Corporation are requested, the base premium, and therefore the commission, may be altered. c. As an authorised representative of several insurers and insurance brokers, Stanton and Taylor Strata Management are obligated to participate in training annually to fulfil ASIC requirements. Training relates to all insurance policies organised by the Firm, and not specifically to any one Owners Corporation.	
Explanatory Note: An Owners Corporation must insure the building and keep the same insured under a contract of insurance that provides coverage should the building be destroyed or damaged.	

An Owners Corporation may also take out insurance for a person holding the office of chairperson, secretary or treasurer of the Owners Corporation or of a member of the Strata Committee whom could become liable for damages because of an act or omission in performing the functions of that office.

Where an Owners Corporation chooses to limit its liability under the insurance policy, a Valuation can be completed. It is noted that previous Legislation only required consideration of the replacement value. Reinstatement value is now also required, and in some circumstances could exceed the replacement value.

Section 166 of the Strata Schemes Management Act 2015 states that three quotations for insurance must, where possible, be obtained and provided to the Owners Corporation.

A Strata Managing Agent must report whether any commissions or training services have been provided or paid to the agent during the preceding 12 months, as well as estimate the value of commissions and/or training services believed likely to be received in the following 12 month period.

Motion 3: Strata Committee **Ordinary Resolution**

That the Owners – Strata Plan No 63789 RESOLVE to:

1. Call for nominations for members of the Strata Committee;

2. Record in the minutes any disclosure of connections with the original owner or building manager for the scheme from the candidates for election to the Strata Committee.

3. Determine the number of members of the Strata Committee; and

4. Elect the strata committee.

Explanatory Note: An Owners Corporation must appoint a Strata Committee. The Strata Committee is to consist of no more than 9 eligible persons. In a two-lot scheme, the number of persons to be elected to the Strata Committee is two. When the number of Strata Committee members has been determined, if the number of candidates exceeds that number, there will be a ballot to fill the positions. A person who is prepared to be nominated as a candidate for election to the Strata Committee must be financial and personally consent to the nomination. This can be done verbally at the meeting or in writing before the meeting. If you would like to self nominate to be a member of the Strata Committee prior to the meeting, please use the link on our website: https://www.stsm.com.au/strata-committee-nomination-form/

Motion 4: Restricted Matters **Ordinary Resolution**

That the Owners – Strata Plan No 63789 RESOLVE to decide if any matter or type of matter is to be determined by the Owners Corporation at a General Meeting, as per clause 6(a) and 9(i) of Schedule 1 of the Strata Schemes Management Act 2015.

Explanatory Note: An Owners Corporation may decide to place restrictions on the Strata Committee and determine that certain matters or types of matters cannot be decided by the Strata Committee but must be decided by the Owners Corporation at a General Meeting.

Motion 5: Financial Statement	**Ordinary Resolution**
That the Owners – Strata Plan No 63789 RESOLVE to confirm and adopt the enclosed Financial Statement and the relevant Auditor's report (if required), as presented in accordance with Section 93 of the Strata Schemes Management Act 2015.	
Explanatory Note: The Financial Statement is a formal record of the financial activities and position of the Owners Corporation that is prepared for each reporting period for the administrative fund, the capital works fund and any other fund kept by the Owners Corporation. Please direct any inquiries regarding the Statement to the Strata Managing Agent at least 48 hours prior to the Meeting.	

Motion 6: Auditor	**Ordinary Resolution**
That the Owners – Strata Plan No 63789 RESOLVE to appoint an Auditor in accordance with Section 95 of the Strata Schemes Management Act 2015.	
Explanatory Note: An Owners Corporation may determine that the accounts and financial statements of the Owners Corporation are to be audited. It is compulsory for large schemes (schemes greater than 100 Lots excluding utility Lots) and schemes for which the annual budget exceeds $250,000.00 to appoint an Auditor.	

Motion 7: Safety Report	**Ordinary Resolution**
That the Owners – Strata Plan No 63789 RESOLVE to engage the services of an independent contractor to undertake a safety audit of the common property and submit a report to the Managing Agent outlining possible safety issues at the property, and that the Managing Agent forward the report onto the Strata Committee for instructions.	
Explanatory Note: An Owners Corporation is required to maintain Common Property in a state of good and serviceable repair, as well as ensure a safe environment for all individuals accessing the property. A report outlining safety issues may assist the Owners Corporation to identify any areas of Common Property that require attention.	

Motion 8: Asbestos Report	**Ordinary Resolution**
That the Owners – Strata Plan No 63789 RESOLVE to review and, where necessary, revise the Asbestos Management Plan.	
Explanatory Note: All Strata buildings constructed prior to 2004 must have a survey conducted to identify all loose and friable asbestos, as well as stable asbestos found in asbestos containing materials. If asbestos is found, the building needs to be audited regularly to determine that any remaining asbestos remains in a stable, encapsulated state.	

Motion 9: Visual Termite Inspection	**Ordinary Resolution**
That the Owners – Strata Plan No 63789 RESOLVE to engage the services of a suitably qualified contractor to undertake an inspection for termites and other destructive pests, and as required treat active termites found within any tree or stump.	

Explanatory Note: An inspection for termites and other destructive pests may assist in identifying the same within Common Property. An Owners Corporation is required to maintain and repair Common Property, and in order to do so, it may be necessary to undertake a termite inspection and subsequently treat any active termites that may be located during such inspection in order to reduce the risk to Common Property.

Motion 10: Annual Fire Safety Statement	**Ordinary Resolution**

That the Owners – Strata Plan No 63789 RESOLVE to authorise the Managing Agent to obtain quotations for the maintenance of existing fire safety equipment and provision of an Annual Fire Safety Statement, and delegate authority to the Strata Committee to approve one of the quotations.

Explanatory Note: The Strata Schemes Management Act 2015 determines that an Owners Corporation must consider the Annual Fire Safety Statement and determine arrangements for obtaining the next Annual Fire Safety Statement. An Annual Fire Safety Statement confirms that listed fire safety measures have been assessed and found to be performing to the Standard required.

Motion 11: By-Law Review	**Ordinary Resolution**

That the Owners – Strata Plan No 63789 RESOLVE to undertake a review of the by-laws currently in effect by;

a) Authorising the Managing Agent to obtain a fee proposal from an appropriately qualified lawyer to review the by-laws currently in effect, and determine their compliance with all relevant legislation, and;

b) Authorising the Strata Committee, or in the absence of a Committee, the Owners Corporation at a General Meeting, to consider the proposal(s), and further determine if a proposal is to be accepted, and if relevant, enter into an agreement with the selected lawyer to undertake the by-law review.

Explanatory Note:
It is considered best practice to periodically review the by-laws to ensure they remain compliant with current legislation and are enforceable. This motion authorises the Managing Agent to obtain a fee proposal from a qualified lawyer to conduct such a review. It is noted that the fee proposal will then be presented to Strata Committee, or the Owners Corporation in the absence of a Strata Committee, for consideration and possible acceptance.

Motion 12: Environmental Sustainability	**Ordinary Resolution**

That the Owners – Strata Plan No 63789 RESOLVE to consider the environmental sustainability of the Owners Corporation, including but not limited to a review of energy and water consumption and expenditure.

Explanatory Note: Schedule 1, Sec 6(f) requires the Owners Corporation to consider environmental sustainability at each Annual General Meeting. Owners Corporations will also need to consider costs associated with sustainability infrastructure, and factor the same into estimates for capital works fund expenditure each year.

Motion 13: Capital Works Fund Forecast - Update **Ordinary Resolution**

That the Owners - Strata Plan No 63789 RESOLVE to;

a. Engage the services of an independent contractor to prepare a Capital Works Fund Forecast in accordance with Section 80 (4) of the Strata Schemes Management Act 2015.

b. Finalise the new plan by the end of the next Annual General Meeting of the Owners Corporation, in accordance with Section 80 (5) of the Strata Schemes Management Act 2015.

Explanatory Note: S. 80(4) of the Strata Schemes Management Act 2015 (the Act) confirms the requirements of a Capital Works Fund forecast and what each plan must detail. S. 80(5) confirms that the plan must be finalised at the end of the next annual general meeting of the owners corporation after the annual general meeting for which the plan is prepared.

Motion 14: Proposed Budget **Ordinary Resolution**

That the Owners – Strata Plan No 63789 RESOLVE to:

a. In accordance with Sections 79(1) and 79(2) of the Strata Schemes Management Act 2015, estimate funds that it will need to credit to its Administrative and Capital Works Funds for the actual and expected expenditure for the period 1/2/26 To 31/1/27; and

b. In accordance with Section 81 of the Strata Schemes Management Act 2015, determine that the following amounts, as outlined within the budget enclosed with this notice be adopted;
Administrative Fund, the sum of $132,155.90
Capital Works Fund, the sum of $11,000.00

Note (not part of motion): The Capital Works Fund estimate of contributions within this motion is based on historical figures and may not take into consideration the most recent ten-year plan. Per the above motion, it is a requirement to take into consideration the most recent 10-year plan when determining your Capital Works Fund contributions.

c. Determine that the levied amounts are to be paid by equal, quarterly instalments due on:
1st of March 2026, 1st of May 2026, 1st of August 2026, 1st of November 2026

d. Authorise the Treasurer to levy the contributions by written notice on each person liable to pay them.

e. Determine that any shortfall between monies held within the Capital Works Fund and those listed within the Capital Works Fund Forecast are to be covered by an increase in future contributions and/or Special Levies to the Capital Works Fund as required.

Explanatory Note: An Owners Corporation must estimate how much money it will need to credit to its Administrative Fund and Capital Works Fund for actual and expected expenditure, including that identified within the Capital Works Fund Plan.

Levy contributions are calculated in accordance with the Unit Entitlements, and are necessary to fund the operation of the Owners Corporation.

Motion 15: Review of Utilities Contract **Ordinary Resolution**

That the Owners – Strata Plan No 63789 RESOLVE to consider any agreement in place for the supply of a utility relevant to the scheme.

Explanatory Note: Schedule 1, 6(e) of the Strata Schemes Management Act 2015 requires the Owners Corporation at each Annual General Meeting to consider any agreements that may be in place for the Owners Corporation pertaining to the supply of a utility service.

Motion 16: Debt Recovery Procedure **Ordinary Resolution**

That the Owners – Strata Plan No 63789 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:

a. 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;

b. To 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;

c. To 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 levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;

d. Enter and enforce any judgment obtained in the collection of levy 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 bankruptcy proceedings or winding up proceedings;

e. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and

f. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

Explanatory 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 judgments obtained in legal proceedings for the recovery of unpaid levies, interest and recovery costs.

Motion 17: Payment Plans for Levy Arrears **Ordinary Resolution**

That the Owners – Strata Plan No 63789 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 and 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.

Explanatory Note: Pursuant to Sections 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.

Motion 18: Inspection of Window Safety Devices **Ordinary Resolution**

That the Owners – Strata Plan No 63789 RESOLVE to:

a. Engage the services of an independent contractor to inspect all window safety devices to ensure that devices are in situ and functioning correctly in accordance with Section 118a of the Strata Schemes Management Act 2015.

b. Strike a special levy to the relevant Owner of a Lot for the cost to replace or repair a window safety device that fails the inspection as a result of the Owner or tenant tampering with or removing the device.

Explanatory Note: An Owners Corporation is required to properly maintain Common Property. It may be necessary to conduct an inspection of installed window safety devices to ensure their compliance, and furthermore that the Owners Corporation's Common Property maintenance requirements are met.

Motion 19: Re-Appointment of Managing Agent **Ordinary Resolution**

That the Owners – Strata Plan No 63789 RESOLVE that:

a) In accordance with Section 49 (2) of the Strata Schemes Management Act 2015, Nepean Strata Management Pty Ltd trading as Stanton & Taylor Strata Management (the Agent) be reappointed with all the powers, duties and functions of Owners Corporation Strata Plan No. 63789 and its Chairperson, Secretary and Treasurer necessary to enable the Agent to carry out the 'Primary Services' and 'Further Services' as set out in the enclosed Agency Agreement at an annual fee of $19,386.07 (inc GST) for a 3 years year term, incorporating increases in accordance with the terms within the Agency Agreement.

b) Two members of the Owners Corporation or its Strata Committee are authorised to sign the Agency Agreement between Nepean Strata Management Pty Ltd trading as Stanton & Taylor Strata Management and the Owners Corporation either in writing or by way of electronic means (i.e. DocuSign) and, additionally, authority is given to affix the common seal of the Owners Corporation to said agreement.

c) Pending the acceptance of parts a and b, the Agency Agreement dated 13/2/24 be terminated in accordance with terms of the current Agency Agreement, as a result of a new Agency Agreement being entered into for the period 11/2/26 to 11/2/29.

Explanatory Note: Under NSW legislation, an Owners Corporation may reappoint a Strata Managing Agent at a General Meeting for a maximum term of three years. Given the extensive statutory compliance obligations placed on Owners Corporations, the appointment of an experienced, professional Strata Managing Agent is strongly recommended.
This motion proposes the reappointment of STSM Strata Management as the Strata Managing Agent for your scheme. Unlike previous agreements, the proposed management agreement removes the receipt of insurance commissions and instead introduces a management fee that accurately reflects the true cost of managing the scheme. We believe this approach aligns with modern client expectations, ensuring greater transparency in how we are remunerated for our services.

Vanessa Best
Strata Manager for OCSP 63789
Notice Issued: 16 January 2026

If you are unable to attend the Meeting, please complete the electronic voting form or complete the enclosed proxy form and return it to our office.

Proxy forms can be returned via post (Level 1, 314 High Street), emailed to your Strata Manager (vbest@stsm.com.au) or provided to your proxy directly.

Stanton and Taylor Strata Management
ABN 25 276 570 242

02 4721 2444
info@stsm.com.au
Level 1, 314 High Street,
Penrith NSW 2750
PO Box 5, Penrith NSW 2751

Minutes of the 2025 Annual General Meeting
Strata Schemes Management Act 2015

To: Owners Corporation Strata Plan 63789
11-13 Fourth Avenue, Blacktown

Minutes from the Annual General Meeting
of The Owners – Strata Plan **63789**

Held: In the Offices of STSM – Strata Management
Level 1, 314 High Street, Penrith NSW 2750

Alternatively: Via Video/Teleconference & Pre-Meeting Electronic Voting Forms
With votes collated at the offices of STSM – Strata Management

On: Friday 14 February 2025

Meeting Opened: 4.00 pm

Chairperson: Vanessa Best

Present:	H Li & S Choi	Lot 22 *
	C Wagner	Lot 18 **
	D Patel	Lot 28 *

**Present by way of a pre-meeting electronic voting paper submitted 24 hours prior to the commencement of the Meeting.*

***Present by way of Video/Teleconference (Microsoft Teams)*

Proxy: E Jager & S Parker to V Best - lot 4

In Attendance: Vanessa Best STSM – Strata Management

Quorum: At 4:30pm, the chairperson declared a quorum to be present under Schedule 1, Section 17 (4) (b) of the Strata Schemes Management Act 2015.

Motions:

Motion 1: Confirmation of Minutes	**Ordinary Resolution**
CARRIED – That the Owners – Strata Plan No **63789** RESOLVE that the Minutes of the preceding General Meeting held be confirmed as a true and accurate record of events.	

Motion 2: Insurance	**Ordinary Resolution**
2.1 **CARRIED –** That the Owners – Strata Plan No **63789** RESOLVE to confirm and adopt the particulars of each insurance policy, as outlined within the enclosed documents, held by the Owners Corporation.	
2.2 **CARRIED –** That the Owners – Strata Plan No **63789** RESOLVE that the Insurances of the kind referred to in Section 165 (2) be confirmed and continued ~ Insurance for Office Bearers and Fidelity Guarantee.	

2.3 **DEFEATED –** That the Owners – Strata Plan No **63789** RESOLVE to obtain a valuation for insurance purposes from an appropriately qualified consultant, and to amend the current insurance policy in accordance with the amounts listed within the valuation.

2.4 **CARRIED –** That the Owners – Strata Plan No **63789** RESOLVE to instruct the Managing Agent to, where possible, obtain three quotations for insurance prior to the renewal of the current policy, and delegate authority to approve one of the insurance quotations to the Owners at a general meeting.

2.5 **CARRIED –** That the Owners – Strata Plan No **63789** RESOLVE that;

a) Pursuant to S 60(1) of the Strata Schemes Management Act 2015, that the commissions provided to the agent over the preceding and ensuing 12-month period be accepted.

b) If amendments to the insurance policy held by the Owners Corporation are requested, the base premium, and therefore the commission, may be altered.

c) As an authorised representative of several insurers and insurance brokers, Stanton and Taylor Strata Management are obligated to participate in training annually to fulfil ASIC requirements. Training relates to all insurance policies organised by the Firm, and not specifically to any one Owners Corporation.

Motion 3: Strata Committee **Ordinary Resolution**

DEFEATED – That the Owners – Strata Plan No **63789** RESOLVE to:

a) Call for nominations for members of the Strata Committee;

b) Record in the minutes any disclosure of connections with the original owner or building manager for the scheme from the candidates for election to the Strata Committee.
Nil disclosures recorded.

c) Determine the number of members of the Strata Committee; and
The number of members to be on the Committee is NIL (0).

d) Elect the strata committee.
No nominations were made for the Committee.

Motion 4: Restricted Matters **Ordinary Resolution**

DEFEATED – That the Owners – Strata Plan No **63789** RESOLVE to decide if any matter or type of matter is to be determined by the Owners Corporation at a General Meeting, as per clause 6(a) and 9(i) of Schedule 1 of the Strata Schemes Management Act 2015.

Motion 5: Financial Statement	**Ordinary Resolution**

CARRIED – That the Owners – Strata Plan No **63789** RESOLVE to confirm and adopt the enclosed Financial Statement and the relevant Auditor's report (if required), as presented in accordance with Section 93 of the Strata Schemes Management Act 2015.

Motion 6: Auditor	**Ordinary Resolution**

DEFEATED – That the Owners – Strata Plan No **63789** RESOLVE to appoint an Auditor in accordance with Section 95 of the Strata Schemes Management Act 2015.

Motion 7: Safety Reports	**Ordinary Resolution**

DEFEATED – That the Owners – Strata Plan No **63789** RESOLVE to engage the services of an independent contractor to undertake a safety audit of the common property and submit a report to the Managing Agent outlining possible safety issues at the property, and that the Managing Agent forward the report onto the Strata Committee for instructions.

Motion 8: Asbestos Containing Material	**Ordinary Resolution**

CARRIED – That the Owners – Strata Plan No **63789** RESOLVE to review and, where necessary, revise the Asbestos Management Plan. No action requested.

Motion 9: Visual Termite Inspection	**Ordinary Resolution**

DEFEATED – That the Owners – Strata Plan No **63789** RESOLVE to engage the services of a suitably qualified contractor to undertake an inspection for termites and other destructive pests, and as required treat active termites found within any tree or stump.

Motion 10: Annual Fire Safety Statement	**Ordinary Resolution**

CARRIED – That the Owners – Strata Plan No **63789** RESOLVE to;

a) Review and adopt the Annual Fire Safety Statement issued under the Environmental Planning and Assessment Act 1979.

b) Authorise the Managing Agent to engage suitably qualified contractors to prepare the subsequent Annual Fire Safety Statement and sign the Statement on behalf of the Owners Corporation for lodgement with the appropriate authorities.

Motion 11: Capital Works Fund Forecast **Ordinary Resolution**

CARRIED – That the Owners – Strata Plan No **63789** RESOLVE to, in accordance with Section 79 (5) and 80 of the Strata Schemes Management Act 2015, review and take into consideration anticipated major expenditure identified within the most recent ten-year plan when determining the Capital Works Fund contributions in the following motion.

Motion 12: Proposed Budget **Ordinary Resolution**

CARRIED – That the Owners – Strata Plan No **63789** RESOLVE to:

a) In accordance with Sections 79(1) and 79(2) of the Strata Schemes Management Act 2015, estimate funds that it will need to credit to its Administrative and Capital Works Funds for the actual and expected expenditure for the period 01/02/2025 to 31/01/2026 and;

b) In accordance with Section 81 of the Strata Schemes Management Act 2015, determine that the following amounts, as outlined within the budget enclosed with this notice be adopted;
Administrative Fund, the sum of $129,523.06
Capital Works Fund, the sum of $11,000.00

Note (not part of motion): The Capital Works Fund estimate of contributions within this motion is based on historical figures and may not take into consideration the most recent ten-year plan. Per the above motion, it is a requirement to take into consideration the most recent 10-year plan when determining your Capital Works Fund contributions.

c) Determine that the levied amounts are to be paid by equal, quarterly instalments due on:
1 February 2025, 1 May 2025, 1 August 2025 and 1 November 2025

d) Authorise the Treasurer to levy the contributions by written notice on each person liable to pay them.

e) Determine that any shortfall between monies held within the Capital Works Fund and those listed within the Capital Works Fund Forecast are to be covered by an increase in future contributions and/or Special Levies to the Capital Works Fund as required.

Motion 13: Debt Recovery Procedure **Ordinary Resolution**

CARRIED – That the Owners – Strata Plan No **63789** 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:

a) 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;

b) To 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;

c) To 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 levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;

d) Enter and enforce any judgment obtained in the collection of levy 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 bankruptcy proceedings or winding up proceedings;

e) Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and

f) Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

Motion 14: Payment Plans for Levy Arrears **Ordinary Resolution**

CARRIED – That the Owners – Strata Plan No **63789** 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 and 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.

Motion 15: Inspection of Window Safety Devices **Ordinary Resolution**

DEFEATED – That the Owners – Strata Plan No **63789** RESOLVE to:

a) Engage the services of an independent contractor to inspect all window safety devices to ensure that devices are in situ and functioning correctly in accordance with Section 118a of the Strata Schemes Management Act 2015.

b) Strike a special levy to the relevant Owner of a Lot for the cost to replace or repair a window safety device that fails the inspection as a result of the Owner or tenant tampering with or removing the device.

Motion 16: Dumping of rubbish **Ordinary Resolution**

CARRIED – That the Owners – Strata Plan No **63789** RESOLVE to write to all owners and tenants regarding the increase in dumping of rubbish on the common property and the health issues this poses for the property and the residents.

Motion 17: Leaking taps in individual lots **Ordinary Resolution**

CARRIED – That the Owners – Strata Plan No **63789** RESOLVE to write to all owners to check their lot for leaking taps or toilets cisterns and have them repaired immediately. Running taps or water leaks increase the water accounts from the building water usage.

Motion 18: Replace damaged outside light poles	**Ordinary Resolution**
CARRIED – That the Owners – Strata Plan No **63789** RESOLVE to approve the quotation from Leonay Electrical for the supply, wire and instal replacement 3 tier bollard head, LED light globe and lamp post for a cost of $1,745.00	

Meeting Closed: 5.00 pm



Vanessa Best
Strata Manager for OCSP 63789

Strata Roll of Owners for Strata Plan Number 63789

Insurance Details

S/Plan: 63789
Building Address: 11-13 FOURTH AVENUE **Units:** 31 **Lots:** 31
Suburb: BLACKTOWN **State:** NSW **Post Code:** 2148
Building Name: **ABN:** 65 910 610 476
GST: Yes **Manager:** Vanessa Best

Insurance Valuation: **$16,940,000.00** **Valuer:** PETER CLISDELL PTY LTD

Valuation Date: **07/03/2024**

Insurance Policies

Policy Number: LNG-STR-20274886 **Period From:** 14/09/2025 **Period to:** 14/09/2026
Renewal Date: 14/09/2026 **Contact:**
Commission Amount: $3,583.51 **Anticipated Commission:** $3,941.86
Premium: $25,491.54 **Date Paid:** 04/09/2025 **Amount Paid:** $25,491.54

Insurance Company Details

Company Name: CHUBB INSURANCE AUSTRALIA
Address: LEVEL 29, 2 PARK ST
Suburb: SYDNEY **State:** NSW **Post Code:** 2000
Phone 1: **Phone 2:** **Fax:**
Email:

Broker Details

Broker Name: Honan Group
Address: PO Box R1782
Suburb: ROYAL EXCHANGE **State:** NSW **Post Code:** 1225
Phone 1: 9299 0767 **Phone 2:** **Fax:** 9299 0747
Email: info@honan.com.au

Coverages

Type: Building/Common Property
Sum Insured: $16,940,000.00 **Weekly:** 0 **Excess:** 2000
Notes: Earthquake/Subterranean Fire/Volcanic Eruption $2,000-,

Type: Common Area Contents
Sum Insured: $169,400.00 **Weekly:** 0 **Excess:** 2000
Notes:

Type: Loss of Rent/Temp Accommodation
Sum Insured: $2,541,000.00 **Weekly:** 0 **Excess:** 2000

Strata Roll of Owners for Strata Plan Number 63789

Insurance Details

S/Plan: 63789
Building Address: 11-13 FOURTH AVENUE **Units:** 31 **Lots:** 31
Suburb: BLACKTOWN **State:** NSW **Post Code:** 2148
Building Name: **ABN:** 65 910 610 476
GST: Yes **Manager:** Vanessa Best

Notes:

Type: Lot Owners Fixtures & Improvements
Sum Insured: $300,000.00 **Weekly:** 0 **Excess:** 2000
Notes:

Type: Catastrophe
Sum Insured: $0.00 **Weekly:** 0 **Excess:** 2000
Notes: Included - 15%

Type: Paint/Wallpaper
Sum Insured: $0.00 **Weekly:** 0 **Excess:** 2000
Notes: Included

Type: Flood
Sum Insured: $0.00 **Weekly:** 0 **Excess:** 2000
Notes: Included

Type: Public Liability
Sum Insured: $50,000,000.00 **Weekly:** 0 **Excess:** 2000
Notes:

Type: Office Bearers
Sum Insured: $5,000,000.00 **Weekly:** 0 **Excess:** 2000
Notes:

Type: Fidelity
Sum Insured: $100,000.00 **Weekly:** 0 **Excess:** 2000
Notes:

Type: Voluntary Workers
Sum Insured: $200,000.00 **Weekly:** 0 **Excess:** 2000
Notes:

Type: Legal Expenses
Sum Insured: $50,000.00 **Weekly:** 0 **Excess:** 1000
Notes: 10%

Type: Government Audit Costs
Sum Insured: $30,000.00 **Weekly:** 0 **Excess:** 2000
Notes:

Strata Roll of Owners for Strata Plan Number 63789

Insurance Details

S/Plan: 63789
Building Address: 11-13 FOURTH AVENUE **Units:** 31 **Lots:** 31
Suburb: BLACKTOWN **State:** NSW **Post Code:** 2148
Building Name: **ABN:** 65 910 610 476
GST: Yes **Manager:** Vanessa Best

Type: WPHS Breaches
Sum Insured: $150,000.00 **Weekly:** 0 **Excess:** 2000
Notes:

Type: Floating Floors
Sum Insured: $0.00 **Weekly:** 0 **Excess:** 2000
Notes: Included

Stanton and Taylor Strata Management
ABN 25 276 570 242

02 4721 2444
info@stsm.com.au
Level 1, 314 High Street,
Penrith NSW 2750
PO Box 5, Penrith NSW 2751

DISCLOSURE OF TRAINING SERVICES – SECTION 60 COMPLIANCE

Background

In accordance with Section 60 of the Strata Schemes Management Act 2015 (NSW), Strata Managing Agents are required to disclose any training services received without charge in connection with the provision of strata management services to a strata scheme. This obligation promotes transparency and integrity in the relationship between the Managing Agent and the Owners Corporation.

Disclosure Statement

STSM Strata Management confirms that it does not receive free training services in connection with the delivery of strata management services.

All training, professional development, and educational programs undertaken by STSM staff are paid for by the company. These services are sourced through reputable industry providers and are part of the firm's commitment to maintaining professional standards, compliance with regulatory obligations, and continuing education.

The following table outlines recent or ongoing training services provided to STSM staff. This table is maintained for internal record-keeping and external disclosure where required under legislation:

Training Program / Course	Training Provider	STSM Staff Attendees	Date of Training	Paid for by STSM
NSW Fair Trading Mandatory CPD Training – 5 hours	Strata Community Association (NSW) and NSW Fair Trading	All Class 1 and Class 2 License holders	Various, but must be completed by 30 June	✅
Professional Standard Scheme Compulsory Units – 2 or 3 hours	Strata Community Association (NSW)	All Class 1 and Class 2 License holders – 3 hours All Assistant Agents – 2 hours	Various, but must be completed by 30 June	✅
Professional Standard Scheme Elective Units – 1, 3 or 6 hours	Strata Community Association (NSW)	Class 1 (6 hours) and Class 2 (3 hours) License holders. Assistant Agents (1 hour)	Various, but must be completed by 30 June	✅
Compliance Pack and Educational Webinars	Bannermans Lawyers	Various, dependent on topic, role and availability	Ongoing, monthly webinars	✅
Authorised Representative Training – 1 hour	Honan	General Manager and Insurance Team Members	Once annually	✅

Compliance Assurance

This disclosure is made in good faith and in the interest of ensuring that STSM Strata Management complies with the obligations imposed by Section 60 of the Strata Schemes Management Act 2015. Should any training or services be offered without charge in the future, STSM will ensure that such benefits are appropriately disclosed to each affected Owners Corporation as required by law.

Understanding Strata Committees in NSW

Effective from 1 July 2025

Stanton and Taylor Strata Management
ABN 25 276 570 242

02 4721 2444
info@stsm.com.au
Level 1, 314 High Street,
Penrith NSW 2750
PO Box 5, Penrith NSW 2751

What is a Strata Committee?

A Strata Committee is a group of owners elected at each Annual General Meeting (AGM) to act on behalf of all lot owners in a strata scheme. The committee is responsible for making decisions about the day-to-day management and operation of the scheme, under the authority of the Owners Corporation.

Who Can Be on the Committee?

Committee members are usually owners of lots in the strata scheme, or people nominated by owners (such as a company nominee or a family member). The number of committee members is set by the Owners Corporation and may range from 1 to 9 people.

General Duties of Strata Committee Members

Under the Strata Schemes Management Act 2015 and recent legislative amendments effective 1 July 2025, strata committee members must adhere to the following duties:

✅ Act Honestly and Fairly – All members must carry out their roles with integrity and impartiality.
✅ Respect Others' Rights – Committee members must not act in a way that unreasonably affects another person's use or enjoyment of their own property or the common property.
✅ Comply with Legal Obligations – Members must comply with all applicable requirements under NSW strata laws and the by-laws of their specific scheme.
✅ Respect Privacy and Confidentiality – Information obtained in the course of your role – including information about other owners – must only be used or disclosed where legally permitted or required for committee responsibilities.

Specific Duties of the Chairperson

The Chairperson has a key leadership role and must:

📌 Follow the Agenda at Meetings – Ensure the meeting stays on topic and that items are discussed in order.
📌 Maintain Order – Promote respectful dialogue and manage disruptions during meetings.
📌 Encourage Constructive Discussion – Support open, fair and inclusive discussion of agenda items, giving all owners a chance to be heard.

Liability limited by a scheme approved under Professional Standards Legislation.

Why These Changes Matter

These enhanced duties aim to strengthen transparency, accountability and fairness in the management of strata schemes. By clarifying expectations for committee behaviour and meeting conduct, all owners and residents benefit from a more respectful and effective strata environment.

Where to Get More Information

For further details, contact your Strata Managing Agent or visit:

www.nsw.gov.au/housing-and-construction/strata/guide-to-2025-strata-law-changes

Need Assistance?

Your strata manager is here to help guide committee members in understanding and meeting their obligations.

STSM Strata Management
First Floor, 314 High Street PENRITH NSW 2750 ABN: 25 276 570 242
Ph: (02) 4721 2444 Email: info@stsm.com.au

Liability limited by a scheme approved under Professional Standards Legislation

Balance Sheet - S/Plan 63789

11-13 FOURTH AVENUE, BLACKTOWN, NSW 2148

For the Financial Period 01/01/2025 to 31/12/2025

FINAL

	Administrative	Capital Works	TOTAL THIS YEAR
Assets			
Cash At Bank			
Nepean Strata Mgt Trust Ac 63789	$15,574.11	$30,020.32	$45,594.43
Macquarie Bank BSB: 182-222 Acc No: 242974210			
GST Paid	$526.68	$(207.00)	$319.68
Levies Receivable	$582.08	$89.92	$672.00
Total Assets	**$16,682.87**	**$29,903.24**	**$46,586.11**
Liabilities			
Accounts Paid in Advance	$517.00	$0.00	$517.00
BAS Clearing	$(295.17)	$165.36	$(129.81)
GST Collected	$1,647.25	$1,160.03	$2,807.28
GST Uncollected	$(111.78)	$(1,294.26)	$(1,406.04)
Paid in Advance	$1,635.44	$14,326.64	$15,962.08
Total Liabilities	**$3,392.74**	**$14,357.77**	**$17,750.51**
Net Assets	**$13,290.13**	**$15,545.47**	**$28,835.60**
Owners Funds			
Opening Balance	$11,770.65	$8,593.56	$20,364.21
Net Income For The Period	$1,519.48	$6,951.91	$8,471.39
Total Owners Funds	**$13,290.13**	**$15,545.47**	**$28,835.60**

Income and Expenditure Statement - S/Plan 63789

11-13 FOURTH AVENUE, BLACKTOWN, NSW 2148

For the Financial Period 01/01/2025 to 31/12/2025

FINAL

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
ADMINISTRATION	$433.00	*$0.00*	*$791.00*
INSURANCE CLAIMS	$0.00	*$0.00*	*$10,232.80*
Interest on Overdues	$279.30	*$0.00*	*$523.24*
Levy Income	$117,747.92	*$0.00*	*$105,320.64*
SECURITY KEY	$99.00	*$0.00*	*$0.00*
Special Levy Income	$525.00	*$0.00*	*$2,348.67*
Total Administrative Fund Income	**$119,084.22**	*$0.00*	*$119,216.35*
Expenses			
ADMINISTRATION	$7.75	*$50.00*	*$50.00*
ARCHIVE FEE	$120.00	*$120.00*	*$120.00*
BAS PREP AND LODGEMENT	$960.00	*$1,000.00*	*$960.00*
CERTIFICATES	$0.00	*$0.00*	*$(109.00)*
DEBT COLLECTION	$635.00	*$0.00*	*$2,473.67*
DISBURSEMENTS	$852.50	*$1,000.00*	*$1,007.50*
ELECTRICITY	$6,892.52	*$8,000.00*	*$7,787.91*
FIRE SAFETY COMPLIANCE	$12,315.92	*$7,000.00*	*$6,074.92*
GAS	$100.72	*$100.00*	*$96.16*
GUTTER CLEANING	$0.00	*$990.00*	*$0.00*
INSURANCE	$23,336.21	*$35,000.00*	*$34,463.03*
LAWNS & CLEANING	$14,441.60	*$13,000.00*	*$11,951.20*
MANAGEMENT FEE - STANDARD	$12,141.40	*$13,308.24*	*$13,556.00*
NSW Government Compliance	$165.00	*$0.00*	*$0.00*
OPTUS BILLING	$0.00	*$880.00*	*$72.73*
PEST CONTROL	$450.00	*$0.00*	*$0.00*
PRINTING, PHOTOCOPYING and POSTAGE	$2,926.16	*$3,000.00*	*$2,370.54*
PROFESSIONAL SERVICES	$595.00	*$1,000.00*	*$2,198.45*
REPAIRS & MAINTENANCE	$19,709.70	*$14,000.00*	*$13,829.93*
SAFETY AUDIT REPORT	$0.00	*$0.00*	*$200.00*
SECURITY	$1,750.00	*$175.00*	*$175.00*
STRATA HUB	$243.00	*$400.00*	*$243.00*
SUMP PUMP MAINTENANCE	$4,930.00	*$1,500.00*	*$0.00*
Safety Audit	$0.00	*$0.00*	*$836.36*
TAX RETURN PREP AND LODGEMENT	$150.00	*$225.00*	*$225.00*
VALUATION	$0.00	*$0.00*	*$510.00*
WATER	$14,842.26	*$17,000.00*	*$16,137.48*

Income and Expenditure Statement - S/Plan 63789

11-13 FOURTH AVENUE, BLACKTOWN, NSW 2148

For the Financial Period 01/01/2025 to 31/12/2025

FINAL

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Total Administrative Fund Expenses	**$117,564.74**	*$117,748.24*	*$115,229.88*
Administrative Fund Surplus/Deficit	**$1,519.48**	*$(117,748.24)*	*$3,986.47*

Income and Expenditure Statement - S/Plan 63789

11-13 FOURTH AVENUE, BLACKTOWN, NSW 2148

For the Financial Period 01/01/2025 to 31/12/2025

FINAL

Capital Works Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	$31.31	*$0.00*	*$21.83*
Levy Income	$10,000.60	*$0.00*	*$4,999.68*
Total Capital Works Fund Income	**$10,031.91**	*$0.00*	*$5,021.51*
Expenses			
CAPITAL WORKS FUND	$0.00	*$10,000.00*	*$0.00*
FIRE COMPLIANCE	$3,000.00	*$0.00*	*$7,441.40*
INTERCOM SYSTEM	$0.00	*$0.00*	*$6,475.00*
PLUMBING	$0.00	*$0.00*	*$18,261.27*
REPAIRS & MAINTENANCE	$80.00	*$0.00*	*$425.10*
Total Capital Works Fund Expenses	**$3,080.00**	*$10,000.00*	*$32,602.77*
Capital Works Fund Surplus/Deficit	**$6,951.91**	*$(10,000.00)*	*$(27,581.26)*

Lot Positions Report - S/Plan 63789
11-13 FOURTH AVENUE, BLACKTOWN, NSW 2148
For the Financial Period 01/01/2025 to 31/12/2025
FINAL

Administrative Fund

Lot#	Unit#	Owner Name	Opening Balance		Levied	Special Levy	Paid	Closing Balance		Interest Paid
1	1	BENJAMIN YASSA	$189.70	CR	$4,178.16	$0.00	$5,623.90	$1,635.44	CR	$0.00
2	2	HARPREET SINGH	$961.80		$4,178.16	$82.50	$5,222.46	$0.00		$36.63
3	3	KARANDEEP SINGH & MELANIE A	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
4	4	PALWINDER SINGH	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
5	5	KRISTIE ANNE PITTAWAY	$0.00		$4,178.16	$27.50	$4,205.66	$0.00		$9.94
6	6	CAMPANARO SUPER PTY LTD	$0.80		$4,178.16	$27.50	$4,206.46	$0.00		$13.24
7	7	CHRISTOPHER L HALL	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
8	8	RASHED & TANJINA SATTER	$961.18		$4,178.16	$0.00	$5,139.34	$0.00		$28.92
9	9	BABEENDRAN PALANIVEL & VAS BABDEENRAN	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
10	10	DARIO & LJUBISAVA RESIDOVIC	$0.00		$4,178.16	$27.50	$4,205.66	$0.00		$22.87
11	11	YINGJIA ZHANG	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
12	12	DANIEL JOHN PHELPS	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
13	13	ADRIAN SEETO	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
14	14	HYUNG-JOON KIM	$0.00		$4,178.16	$27.50	$4,205.66	$0.00		$2.57
15	15	REENA KOAK	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
16	16	GLEDSON GARCEZ	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
17	17	DANIEL YEE	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
18	18	TIMOTHY DAVIDSON	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
19	19	SIMON BLACKETT	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
20	20	MAKARAND & VIBHA BARVE	$992.82	CR	$4,178.16	$0.00	$3,185.34	$0.00		$0.00
21	21	BIJAYA BHATTARAI	$0.00		$4,178.16	$55.00	$3,681.20	$551.96		$38.54
22	22	HOK LUN LI & SHUI HA CHOI	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
23	23	HARPREET KAUR & SUKHWINDE	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
24	24	SCOTT ASHBURNER	$0.00		$4,178.16	$82.50	$4,260.66	$0.00		$27.76
25	25	BENJAMIN & NICOLE SONDERME	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
26	26	MANU VENKATARAMU & PRAGATHI SEETHARAM	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
27	27	SOKUNTHEA LIM	$215.55		$4,178.16	$0.00	$4,393.71	$0.00		$0.00
28	28	DEEPAK & MRINALINI PATEL	$0.78	CR	$4,178.16	$0.00	$4,177.38	$0.00		$0.00
29	29	RAHUL BAJORIA	$0.00		$4,178.16	$0.00	$4,178.16	$0.00		$0.00
30	30	YE HAN	$961.80		$4,178.16	$220.00	$5,329.84	$30.12		$81.09
31	31	STEWART WALLACE	$0.00		$4,178.16	$27.50	$4,205.66	$0.00		$17.74
Administrative Fund Totals			**$1,917.83**		**$129,522.96**	**$577.50**	**$133,071.65**	**$-1,053.36**		**$279.30**
							Administrative Fund Arrears	**$582.08**		
							Administrative Fund Advances	**$1,635.44**		

Lot Positions Report - S/Plan 63789
11-13 FOURTH AVENUE, BLACKTOWN, NSW 2148
For the Financial Period 01/01/2025 to 31/12/2025
FINAL

Capital Works Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance		Interest Paid
1	1	BENJAMIN YASSA	$0.00	$354.84	$0.00	$2,977.10	$2,622.26	CR	$0.00
2	2	HARPREET SINGH	$46.23	$354.84	$0.00	$1,616.41	$1,215.34	CR	$4.50
3	3	KARANDEEP SINGH & MELANIE /	$0.00	$354.84	$0.00	$2,977.10	$2,622.26	CR	$0.00
4	4	PALWINDER SINGH	$0.12	$354.84	$0.00	$354.96	$0.00		$0.00
5	5	KRISTIE ANNE PITTAWAY	$0.00	$354.84	$0.00	$354.67	$0.17		$0.40
6	6	CAMPANARO SUPER PTY LTD	$0.00	$354.84	$0.00	$354.84	$0.00		$1.09
7	7	CHRISTOPHER L HALL	$0.00	$354.84	$0.00	$2,977.10	$2,622.26	CR	$0.00
8	8	RASHED & TANJINA SATTER	$44.35	$354.84	$0.00	$399.19	$0.00		$1.80
9	9	BABEENDRAN PALANIVEL & VAS BABDEENRAN	$0.00	$354.84	$0.00	$354.84	$0.00		$0.00
10	10	DARIO & LJUBISAVA RESIDOVIC	$0.00	$354.84	$0.00	$354.84	$0.00		$1.03
11	11	YINGJIA ZHANG	$0.03	$354.84	$0.00	$354.87	$0.00	CR	$0.00
12	12	DANIEL JOHN PHELPS	$0.00	$354.84	$0.00	$2,977.10	$2,622.26	CR	$0.00
13	13	ADRIAN SEETO	$0.00	$354.84	$0.00	$354.84	$0.00		$0.00
14	14	HYUNG-JOON KIM	$0.00	$354.84	$0.00	$353.81	$1.03		$4.14
15	15	REENA KOAK	$0.00	$354.84	$0.00	$354.84	$0.00		$0.00
16	16	GLEDSON GARCEZ	$0.00	$354.84	$0.00	$354.84	$0.00		$0.00
17	17	DANIEL YEE	$0.00	$354.84	$0.00	$354.84	$0.00		$0.00
18	18	TIMOTHY DAVIDSON	$0.00	$354.84	$0.00	$354.84	$0.00		$0.00
19	19	SIMON BLACKETT	$0.00	$354.84	$0.00	$354.84	$0.00		$0.00
20	20	MAKARAND & VIBHA BARVE	$0.00	$354.84	$0.00	$354.84	$0.00		$0.00
21	21	BIJAYA BHATTARAI	$0.00	$354.84	$0.00	$266.13	$88.71		$4.13
22	22	HOK LUN LI & SHUI HA CHOI	$0.00	$354.84	$0.00	$354.84	$0.00		$0.01
23	23	HARPREET KAUR & SUKHWINDE	$0.00	$354.84	$0.00	$354.84	$0.00		$0.00
24	24	SCOTT ASHBURNER	$0.00	$354.84	$0.00	$354.84	$0.00		$2.36
25	25	BENJAMIN & NICOLE SONDERME	$0.00	$354.84	$0.00	$354.84	$0.00		$0.00
26	26	MANU VENKATARAMU & PRAGATHI SEETHARAM	$0.00	$354.84	$0.00	$2,977.10	$2,622.26	CR	$0.00
27	27	SOKUNTHEA LIM	$44.35	$354.84	$0.00	$399.19	$0.00		$0.00
28	28	DEEPAK & MRINALINI PATEL	$0.00	$354.84	$0.00	$354.84	$0.00		$0.00
29	29	RAHUL BAJORIA	$0.00	$354.84	$0.00	$354.84	$0.00		$0.00
30	30	YE HAN	$44.88	$354.84	$0.00	$399.72	$0.00	CR	$9.54
31	31	STEWART WALLACE	$1.13	$354.84	$0.00	$355.96	$0.01		$2.31
Capital Works Fund Totals			**$181.09**	**$11,000.04**	**$0.00**	**$25,417.85**	**$-14,236.72**		**$31.31**
						Capital Works Fund Arrears	**$89.92**		
						Capital Works Fund Advances	**$14,326.64**		

Statement of Key Financial Information - Strata Plan 63789

11-13 FOURTH AVENUE, BLACKTOWN, NSW 2148

For the Financial Period 01/01/2025 to 31/12/2025

FINAL

Consolidated

Name of Fund: Administrative Fund	$	
Balance carried forward from previous reporting period:	11,770.65	
Total income received during reporting period:	118,804.92	(2)
Total interest earned by fund during reporting period:	279.30	(3)
Total contributions paid during reporting period:	133,071.65	
Total unpaid contributions payable for reporting period:	582.08	(4)
Total expenditure for maintenance during reporting period:	117,564.74	
Total expenditure for administration costs during reporting period:	0.00	
Balance of Fund at end of reporting period:	13,290.13	
List of principal items of expenditure proposed for next reporting period:		(5)
Total Expenses	**0.00**	

Notes:

(1) The Statement of Key Financial Information is a statutory report to display amounts for the financial period for financial information required under the Act. It is not a cumulative report and should not be interpreted as one.

(2) Total income received represents the total receipts (exclusive of GST) and may include amounts not represented on this report.

(3) Total interest includes interest received on the working account, and investment accounts and penalty interest for late payment of levies.

(4) This amount represents the total of unpaid levy contributions due and payable during, and prior to the reporting period.

(5) As the plan is GST registered all amounts listed for proposed expenditure are exclusive of GST.

Statement of Key Financial Information - Strata Plan 63789

11-13 FOURTH AVENUE, BLACKTOWN, NSW 2148

For the Financial Period 01/01/2025 to 31/12/2025

FINAL

Consolidated

Name of Fund: Capital Works Fund	$	
Balance carried forward from previous reporting period:	8,593.56	
Total income received during reporting period:	10,000.60	(2)
Total interest earned by fund during reporting period:	31.31	(3)
Total contributions paid during reporting period:	25,417.85	
Total unpaid contributions payable for reporting period:	89.92	(4)
Total expenditure for maintenance during reporting period:	3,080.00	
Total expenditure for administration costs during reporting period:	0.00	
Balance of Fund at end of reporting period:	15,545.47	
List of principal items of expenditure proposed for next reporting period:		(5)
Total Expenses	**0.00**	

Notes:

(1) The Statement of Key Financial Information is a statutory report to display amounts for the financial period for financial information required under the Act. It is not a cumulative report and should not be interpreted as one.

(2) Total income received represents the total receipts (exclusive of GST) and may include amounts not represented on this report.

(3) Total interest includes interest received on the working account, and investment accounts and penalty interest for late payment of levies.

(4) This amount represents the total of unpaid levy contributions due and payable during, and prior to the reporting period.

(5) As the plan is GST registered all amounts listed for proposed expenditure are exclusive of GST.

Fire Safety Statement

Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

NSW GOVERNMENT

Section 1: Type of statement

This is (mark applicable box): ☑ an annual fire safety statement (complete the declaration at Section 8 of this form)

☐ a supplementary fire safety statement (complete the declaration at Section 9 of this form)

Section 2: Description of the building or part of the building

This statement applies to: ☑ the whole building ☐ part of the building

Address (Street No., Street Name, Suburb and Postcode)

11-13 FOURTH AVE BLACKTOWN NSW 2148

Lot No. (if known)	DP/SP (if known)	Building Name (if applicable)
	SP 63789	

Provide a brief description of the building or part (building use, number of storeys, construction type etc)

PART: WHOLE BUILDING
BUILDING USE: CLASS 2
CONSTRUCTION TYPE: TYPE A
STORIES ABOVE GROUND: 4
STORIES BELOW GROUND: 1

Section 3: Name and address of the owner(s) of the building or part of the building

Full Name (Given Name/s and Family Name) *

Owners corporation: SP 63789

* Where the owner is not a person/s but an entity including a company or trust insert the full name of that entity.

Address (Street No., Street Name, Suburb and Postcode)

11-13 Fourth Ave Blacktown NSW 2148

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS*
AUTOMATIC FIRE DETECTION & ALARM SYSTEMS	AS1670.1-2004	03/12/2024	F044919A
BUILDING OCCUPANT WARNING	AS1670.1-2004 CLAUSE 3.22 & BCA (96) E2.2(A)	03/12/2024	F044919A
EMERGENCY LIGHTING	AS2293.1-1998 & BCA (96) E4.4	03/12/2024	F044919A
EXIT SIGNS	AS2293.1-1998 & BCA (96) E4	03/12/2024	F044919A
FIRE DAMPERS	AS1668-1991	06/12/2024	F053189A
FIRE DOORS	AS1905.1-1997	03/12/2024	F044919A
FIRE HOSE REELS	AS2441-1988 & BCA (96) E1.4	03/12/2024	F044919A
FIRE HYDRANT SYSTEM	AS2419.1-1994 & BCA (96) E1.3	03/12/2024	F044919A
FIRE SEALS TO OPENINGS IN FIRE RESISTING BUILDING COMPONENTS	AS4072-1992	03/12/2024	F044919A
MECHANICAL AIR HANDLING SYSTEM	AS1668.1-1998	06/12/2024	F053189A
PORTABLE FIRE EXTINGUISHERS	AS2444-2001 & BCA (96) E1.6	03/12/2024	F044919A
RESIDENTIAL SMOKE AND HEAT ALARM	AS3786-1993, LOCATING IN ACCORDANCE WITH THE REQUIREMENTS FOR SMOKE DETECTORS IN AS1670.1-1995	03/12/2024	F044919A
WARNING & OPERATIONAL SIGNS	BCA (96) D2.23	03/12/2024	F044919A

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

Section 5: Inspection of fire exits and paths of travel to fire exits (Part 15)

Part of the building inspected	Date(s) Inspected	APFS*
FIRE EXITS & PATHS OF TRAVEL TO EXITS - WHOLE BUILDING	03/12/2024	F044919A

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

Fire Safety Statement

Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

NSW GOVERNMENT

Section 6: Name and contact details of each accredited practitioner (fire safety) (APFS)*

Full name (Given Name/s and Family Name)	Address	Phone	APFS*	Signature
BEN FRASER	12/24 Garling Rd, Kings Park NSW 2148	(02) 9831 5988	F044919A	
PATRICK MICALLEF	8/48 Lancaster Street, Ingleburn, NSW, 2565	02 9829 2331	F053189A	

* Where applicable - see notes on page 4 for further information.

Section 7: Details of the person making the declaration in section 8 or 9

Full name (Given Name/s and Family Name)

STEPHANIE DICKINSON- STSM - ON BEHALF OF OWNERS CORPORATION SP 63789

Organisation (if applicable)	Title/Position (if applicable)
STSM	

Address (Street No, Street Name, Suburb and Postcode)

Lvl 1, 314 High Street, Penrith

Phone	Email
02 4721 2444	sdickinson@stsm.com.au

The person making the declaration in section 8 or 9 must not be an APFS listed in section 6 or their employer/employee or direct associate.

Section 8: Annual fire safety statement declaration

I, Stephanie Dickinson - STSM (insert full name) being the: ☐ owner ☑ owner's agent

declare that:

a) each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing:
   i. for an essential fire safety measure specified in the fire safety schedule, to a standard no less than that specified in the schedule, or
   ii. for an essential fire safety measure applicable to the building but not specified in the safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and

b) the building has been inspected by an accredited practitioner (fire safety) and was found, when it was inspected, to be in a condition that did not disclose grounds for a prosecution under Part 15 of the Regulation.

Owner/Agent Signature	Date issued
	12/02/2025

Section 9: Supplementary fire safety statement declaration

I,_____(insert full name) being the: ☐owner ☐owner's agent

declare that each critical fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing to at least the standard required by the current fire safety schedule for the building.

Owner/Agent Signature	Date issued

Note:

- A fire safety statement for a building must not be issued unless the statement is accompanied by a fire safety schedule for the building in accordance with the Regulation.
- The building owner(s) are also responsible for ensuring that essential fire safety measures are maintained in accordance with section 81 of the Regulation. An agent cannot be made responsible for this requirement.

STSM strata management

Stanton and Taylor Strata Management
ABN 25 276 570 242

02 4721 2444
info@stsm.com.au
Level 1, 314 High Street,
Penrith NSW 2750
PO Box 5, Penrith NSW 2751

Strata Schemes Management Regulation 1997

Schedule 1 – Model By-Laws
Residential Schemes

Current By-Laws for SP 63789
11-13 Fourth Avenue, Blacktown
As of February 2024

1 Noise

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owner's corporation:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.

(2) An approval given by the owner's corporation under subclause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children, or

(d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 62, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

(a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or

(b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving furniture and other objects on or through common property

(1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

(2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.

(3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14 Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage Disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),

(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of Animals – <u>Option A</u>

(1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17 Appearance of lot

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

19 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
   (a) window cleaning,
   (b) garbage disposal and recycling services,
   (c) electricity, water or gas supply,
   (d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note: Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

Special By-Law 1 **Basement Carpark Gate**

In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the By-Laws the Owners Corporation shall have the following additional powers, authorities, duties, and functions:

a) The power to construct a gate to enclose the entrance to the basement carpark to enhance the security of the lots and common property.
b) The powers and duty to repair and maintain and renew and replace such gate as may be necessary from time to time.

Subject to the following terms and conditions:

i) Before any work is undertaken, any necessary consent of Blacktown City Council or any other appropriate government or statutory authority will be obtained.
ii) All materials used in installation of the gate or for the purpose of maintenance, renewal or replacement or the gate must match materials existing in the scheme or remain in keeping with such materials.
iii) All work must be undertaken by qualified tradesmen in proper and work when like manner.
iv) All work must be undertaken between the hours of 7:30am and 5:30pm, Monday to Friday, excluding public holidays.
v) All work must be undertaken in such a way as to cause minimum disturbances or inconvenience to the owners or occupiers or invitees.
vi) Any damage occasioned to the common property, another lot or personal property by failure of the owners corporation to maintain the gate in good and serviceable condition shall be made good by the owners corporation.
vii) Remote key controls for the gate are to be issued on the basis of one (1) per lot. Additional remote key controls are only to be issued to the Owner or Agent of a Lot upon payment of a non-refundable cost of $99.00 per remote key control, with a total limit of two (2) per Lot.

SPECIAL BY-LAW 2 **MINOR RENOVATIONS**

PART 1
PREAMBLE

1.1 The purpose of this by-law is to:

(a) permit the Owners Corporation to delegate its functions under section 110 of the Act in respect of Minor Renovations to the strata committee; and
(b) specify reasonable conditions in relation to the carrying out of Minor Renovations by an Owner.

PART 2
DEFINITIONS & INTERPRETATION

2.1 **Definitions**

In this by-law, unless the context otherwise requires:

(a) **Act** means the *Strata Schemes Management Act 2015*.

(b) **Approved Form** means a form approved by the strata committee or the Owners Corporation from time to time.

(c) **Australian Standards** means the standards, codes and regulations which govern building and construction work from time to time as relevant and applicable to the particular Minor Renovations being carried out by an Owner.

(d) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over a Lot or the Building including but not limited to the local council, a court or a tribunal.

(e) **Building** means the building or buildings situated at 11-13 Fourth Avenue, Blacktown.

(f) **Building Manager** means the building manager engaged by the Owners Corporation from time to time (where applicable).

(g) **Insurance** means:

(i) contractors all risk insurance (including public liability insurance) in the sum of $20,000,000.00, or such other amount as is determined by the strata committee, acting reasonably;

(ii) insurance required under the *Home Building Act 1989* (if any); and

(iii) workers' compensation insurance.

(h) **Lot** means any lot in Strata Plan No **63789.**

(i) **Minor Renovations** has the same meaning as defined from time to time in the Act, the Regulations or as part of this by-law and includes, but is not limited to, work by an Owner to common property in connection with the Owner's Lot 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 of internal walls;

(vi) installing a security or alarm system;

(vii) installing a reverse cycle split system air conditioner;

(viii) replacing bathroom fixings and fittings (i.e. tap-ware, basin, toilet) where tiles or plumbing connections are not affected; and

(ix) any other work prescribed by the Regulations.

(j) **Owner** means the owner or owners for the time being of a Lot.

(k) **Owners Corporation** means the owners corporation constituted upon the registration of Strata Plan No **63789.**

(l) **Regulations** means the *Strata Schemes Management Regulation 2016*.

2.2 **Interpretation**

2.2.1 In this by-law, unless the context otherwise requires:

(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; and

(g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No **63789** and this by-law, the provisions of this by-law shall prevail.

2.2.2 Despite anything contained in this by-law:

(a) 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

(b) 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
CONDITIONS

3.1 **Delegation of Minor Renovations to strata committee**

(a) The strata committee of the Owners Corporation is delegated the functions under section 110 of the Act to approve Minor Renovations in the strata scheme.

(b) If the Minor Renovations are approved by the strata committee, the Owner may carry out the Minor Renovations without the further consent of the strata committee or the Owners Corporation but subject to complying with this by-law in all respects.

(c) The strata committee may, acting reasonably, impose further reasonable conditions in addition to those provided for in this by-law with respect to the carrying out of the Minor Renovations and, if such conditions are imposed, it shall inform the Owner in writing of those conditions.

3.2 **Before Commencement of Minor Renovations**

(a) Prior to commencement of any Minor Renovations, an Owner must submit to the strata committee for approval:

(i) a duly completed Approved Form;

(ii) detailed specifications as to the Minor Renovations to be undertaken including where applicable:

specifications for any equipment to be installed as part of the Minor Renovations including any sound or energy rating, type, size together with the manufacturer's or supplier's brochure regarding same;

a diagram depicting the location of or proposed installation points of all parts of the Minor Renovations;

(iii) details of the duration of the Minor Renovations and any impact on the common property or disruption to common property services or access; and

(iv) copies of any Insurance policies as relevant to the particular Minor Renovations, if required and

(v) any other documentation or information requested by the strata committee, acting reasonably.

(b) If, after receiving a duly completed Approved Form from an Owner for proposed works to the Owner's Lot (**proposed works**), the strata committee determines that the proposed works are not in fact Minor Renovations and the Owner requires approval at a general meeting (for example via a by-law) for the proposed works, the strata committee shall notify the Owner of such determination and the Owner must, at the Owner's cost, obtain approval for the proposed works from the Owners Corporation at a general meeting and must not carry out the proposed works unless and until such approval has been obtained and any by-law required as part of such approval has been registered in accordance with the Act.

3.3 **Specific Conditions**

(a) Where the Minor Renovations include reconfiguration of non-load bearing walls the Owner must ensure:

(i) No reconfigurations alter or impinge on the structural integrity of the Building;

(ii) No walls are to be reconfigured so as to place a bedroom over a bathroom and vice versa;

(iii) Walls containing wet areas must not be reconfigured;

(iv) Walls must not be added to create new wet areas; and

(v) A report from an independent structural engineer agreed to between the Owner and the strata committee must be provided certifying that the reconfiguration will have no structural impact on the Building or any part of the strata scheme and does not involve any load bearing walls.

(b) Where the Minor Renovations involve the installation of a floor finish other than carpet:

(i) before commencement of the Minor Renovations, the Owner must provide to the strata committee a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect of sound transmission including impact noise following installation. The report must state that the proposed floor finish after installation to the Lot will comply with clause 3.3(b)(ii)(B) below;

(ii) the Owner must:

ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of an Owner or occupier of another Lot;

ensure that the flooring is insulated with soundproofing underlay as specified by the strata committee or the Owners Corporation from time to time and shall not have a weighted standardised impact sound pressure level L'nT,w exceeding 50 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements Part 2: Impact sound insulation or such other rating or level as is determined by the strata committee or the Owners Corporation from time to time having regard to acoustic engineering advice provided in respect of the Building;

(iii) following the installation of a floor finish other than carpet in a Lot, if there are any complaints about noise transmission through or from the floor of the Lot (whether vertically or horizontally) the strata committee or the Owners Corporation may require, and if they or it does so, the Owner must provide the strata committee or the Owners Corporation with a certificate from a qualified acoustic engineer reasonably acceptable to the strata committee or the Owners Corporation. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and the resulting sound transmission meet the parameters set out in this by-law including those in the report required under clause 3.3(b)(i).

(c) Where the Minor Renovations involve the installation of air-conditioning units, the Minor Renovations must:

(i) have a new condenser unit (external) that:

is mounted on vibration pads in a location so as to minimise noise and vibration;

is installed unobtrusively on the location as approved by the strata committee or the Owners Corporation in writing;

is not visible from the street. All electrical and coolant lines must be concealed as much as possible; and

does not exceed 45dB(A) during the day and 35dB(A) at night or such other acceptable sound rating as may be specified by an Authority or the strata committee or the Owners Corporation from time to time;

(ii) not be installed through or attached to windows;

(iii) be manufactured, designed and installed to specifications for residential/domestic use; and

(iv) have any condensation and run-off from the Lot drained through existing drains or downpipes.

(d) Owners must ensure that, when carrying out Minor Renovations to their Lots, access panels are not blocked.

3.4 **Notice**

(a) At least two (2) weeks prior to the commencement of the Minor Renovations the Owner must notify the strata committee of the proposed day of commencement of the Minor Renovations or an aspect of the Minor Renovations.

(b) At least two (2) days prior to the commencement of the Minor Renovations or an aspect of the Minor Renovations the Owner must make arrangements with the strata committee or the Building Manager or strata managing agent of the Owners Corporation (where required) regarding:
  (i) the suitable times and method for the Owner's contractors to access the Building to undertake the Minor Renovations; and
  (ii) the suitable times and method for contractors to park their vehicles on common property whilst the Minor Renovations are being conducted.

3.5 **Compliant Minor Renovations**

To be compliant under this by-law, Minor Renovations:

(a) must not involve any structural changes, involve waterproofing and/or require the consent or another approval under any other Act, including but without limitation consent or approval from any Authority;
(b) must not change the external appearance of the Lot and must be in keeping with the appearance and amenity of the Building in the opinion of the strata committee;
(c) must be manufactured, designed and installed to specifications for domestic use;
(d) must be in accordance with Australian Standards and the National Construction Code (including the Building Code of Australia);
(e) must not alter or affect the operation of any fire safety systems in a Lot or on the common property or any part of the strata scheme and must be in keeping with fire safety standards.

3.6 **During construction**

Whilst the Minor Renovations are in progress the Owner of the Lot must:

(a) use duly licensed employees, contractors or agents to conduct the Minor Renovations;
(b) ensure the Minor Renovations are conducted with due care and skill and comply with the current National Construction Code (including the Building Code of Australia) and Australian Standards;
(c) ensure the Minor Renovations are carried out expeditiously and with a minimum of disruption;
(d) carry out the Minor Renovations between the hours of 7:30am and 5:00pm Monday-Friday and from 8:00am to 12:00pm Saturday or such other times as are reasonably approved by the strata committee. No Minor Renovations are to be carried out on a Sunday or public holiday unless they are silent works;
(e) transport all construction materials, equipment and debris as reasonably directed by the strata committee and keep all areas of the Building outside the Lot affected by the Minor Renovations and/or by the exercise of the Owner's rights under this by-law clean and tidy;
(f) not allow tradespersons and contractors at any time to park on common property without the written consent of the strata committee;
(g) not dispose of rubbish and waste material in common property waste bins or skips except with the prior written consent of the strata committee;
(h) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the strata committee;
(i) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Minor Renovations to be conducted on the common property;
(j) protect all affected areas of the Building outside the Lot from damage relating to the Minor Renovations or the transportation of construction materials, equipment and debris;
(k) provide to the strata committee at least forty-eight (48) hours prior written notice of any noisy Minor Renovations (e.g., the use of any pneumatic, rotary or powder-actuated tools), such Minor Renovations which may only be carried out between the hours of 9:00am and 12:00pm or 1:00pm to 4:00pm Monday-Friday or such other times as are reasonably approved by the strata committee;
(l) ensure that the Minor Renovations do not interfere with or damage the common property or the property of the Owners Corporation or any other Owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
(m) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the strata committee or the Owners Corporation (for clarity more than one inspection may be required);
(n) observe all the other by-laws applicable to the strata scheme at all times; and

(o) not vary the Minor Renovations or their scope without first obtaining the consent in writing from the strata committee or the Owners Corporation.

3.7 **After construction**

3.7.1 After the Minor Renovations have been completed the Owner must without unreasonable delay:

(a) notify the strata committee that the Minor Renovations have been completed;

(b) notify the strata committee that all damage, if any, to Lot and common property caused by the Minor Renovations and not permitted by this by-law has been rectified;

(c) provide to the strata committee a copy of all certifications for the Minor Renovations, including but not limited to any warranties, guarantees and trade certifications;

(d) provide (if required) the strata committee with certification from a suitably qualified engineer(s) or other consultant approved by the strata committee, acting reasonably, that the Minor Renovations or works required to rectify any damage to Lot or common property have been completed in accordance with the terms of this by-law;

(e) provide (if required) the strata committee with certification from a suitably qualified engineer(s) or other consultant approved by the strata committee, acting reasonably, that the Minor Renovations have been completed satisfactorily and in accordance with this by-law; and

(f) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the strata committee to check compliance with this by-law or any consents provided under this by-law.

3.7.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it or the strata committee are reasonably satisfied that clauses 3.7.1(a)-(f) immediately above have been complied with.

3.8 **Statutory and other requirements**

(a) The Owner must:

(i) comply with all directions and requirements of the strata committee and the Owners Corporation and the by-laws applicable to the strata scheme relating to the Minor Renovations;

(ii) ensure that the respective servants, agents and contractors of the Owner comply with the strata committee's and the Owners Corporation's directions and requirements;

(iii) ensure that the warranties provided by the National Construction Code (including the Building Code of Australia) and Australian Standards are, so far as relevant, complied with; and

(iv) comply with the provisions of the *Home Building Act 1989* and all other relevant laws including but without limitation the *Design and Building Practitioners Act 2020* (where applicable) and all laws in relation to fire safety.

(b) The Minor Renovations must:

(i) be carried out with due care and skill and in accordance with the plans and specifications approved under this by-law;

(ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.

3.9 **Enduring rights and obligations**

3.9.1 An Owner must:

(a) properly maintain and keep the Minor Renovations and those parts of the Lot the subject of such Minor Renovations in a state of good and serviceable repair and must renew or replace the Minor Renovations as required from time to time;

(b) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Minor Renovations are removed or relocated;

(c) ensure that the Minor Renovations (where applicable) do not cause water escape or water penetration to Lot or common property;

(d) ensure that any electricity or other services required to operate the Minor Renovations (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply; and

(e) indemnify and keep indemnified 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 Minor Renovations including their installation, repair, maintenance, replacement, removal and/or use.

3.10 **Recovery of costs**

If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:

(a) by its agents, employees and contractors, enter upon the Lot and carry out all reasonable work and/or take all reasonable steps necessary to perform that obligation;

(b) 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 Minor Renovations

3.11 The Minor Renovations shall be carried out at the cost of the Owner and shall remain the property of the Owner.

Cost of Approvals and Certification

3.12 The Owner shall be responsible for all reasonable costs associated with the Minor Renovations and any reasonable work or steps required to be undertaken by the strata committee or the Owners Corporation in relation to the Minor Renovations, including but not limited to:

(a) the consideration and approval of the Minor Renovations and the payment of all reasonable legal, expert and/or strata managing agent fees (where applicable);

(b) approving any plans, drawings or other documentation for the Minor Renovations; and

(c) obtaining and considering any certification in relation to the Minor Renovations.

3.13 **Applicability**

In the event that the Owner desires to remove the Minor Renovations installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.



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CAPITAL WORKS FUND PLAN

11-13 Fourth Avenue

Blacktown NSW 2148

Strata Plan 63789



Report details	
Inspection date:	1/02/2017
Inspector:	Marco Camps

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08 February 2017

The Executive Committee
Strata Plan 63789
11-13 Fourth Avenue
Blacktown NSW 2148

Dear Committee Members,

Thank you for appointing our company to conduct your Capital Works Fund Plan.

Based on our survey of your property, we have determined that the Owners Corporation will need to increase its contributions in order to cover the forecasted capital works fund expenses. We strongly recommend that the levies be set at the level 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)	$89.10
Total Unit Entitlements	620
Total Capital Works Fund Levy	$55,242.00

The data used to arrive at the above figures (which includes GST) 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
15 Year Cash Flow Tracking & Graph with Old Levies	4
Report Detail	**Section 2**
15 Year Anticipated Expenditure Table	5
Building Data List from Property Inspection	8
Inspector's Building Report & Building Specific Report Notes	14
Report Notes	15

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	11-13 Fourth Avenue Blacktown NSW 2148
Strata Plan (SP) No	63789
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	2000
Number of Unit Entitlements	620
Number of Units	31
Estimated Starting Capital Works Fund Balance	$74,089.00
Starting date of Financial Year for Report	1/01/2018
GST Status	Registered for GST
Current Capital Works Fund Levy per Lot Entitlement (Inc. GST)	$40.32

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over $10,000)	2.20%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on capital works fund balances over $10,000.	1.54%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase between 2002 and 2012	3.10%
Forecast Period - Number of years the plan looks out.	15 years

15 Year Levy Table

Year	Year To	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
	dd/mm/yyyy	Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	31/12/2018	55,242.00	5,022.00	89.10	8.10	22.28	2.03
2	31/12/2019	56,954.50	5,177.68	91.86	8.35	22.97	2.09
3	31/12/2020	58,720.09	5,338.19	94.71	8.61	23.68	2.15
4	31/12/2021	60,540.41	5,503.67	97.65	8.88	24.41	2.22
5	31/12/2022	62,417.17	5,674.29	100.67	9.15	25.17	2.29
6	31/12/2023	64,352.10	5,850.19	103.79	9.44	25.95	2.36
7	31/12/2024	66,347.02	6,031.55	107.01	9.73	26.75	2.43
8	31/12/2025	68,403.78	6,218.53	110.33	10.03	27.58	2.51
9	31/12/2026	70,524.29	6,411.30	113.75	10.34	28.44	2.59
10	31/12/2027	72,710.54	6,610.05	117.28	10.66	29.32	2.67
11	31/12/2028	74,964.57	6,814.96	120.91	10.99	30.23	2.75
12	31/12/2029	77,288.48	7,026.23	124.66	11.33	31.17	2.83
13	31/12/2030	79,684.42	7,244.04	128.52	11.68	32.13	2.92
14	31/12/2031	82,154.63	7,468.60	132.51	12.05	33.13	3.01
15	31/12/2032	84,701.43	7,700.13	136.62	12.42	34.16	3.11

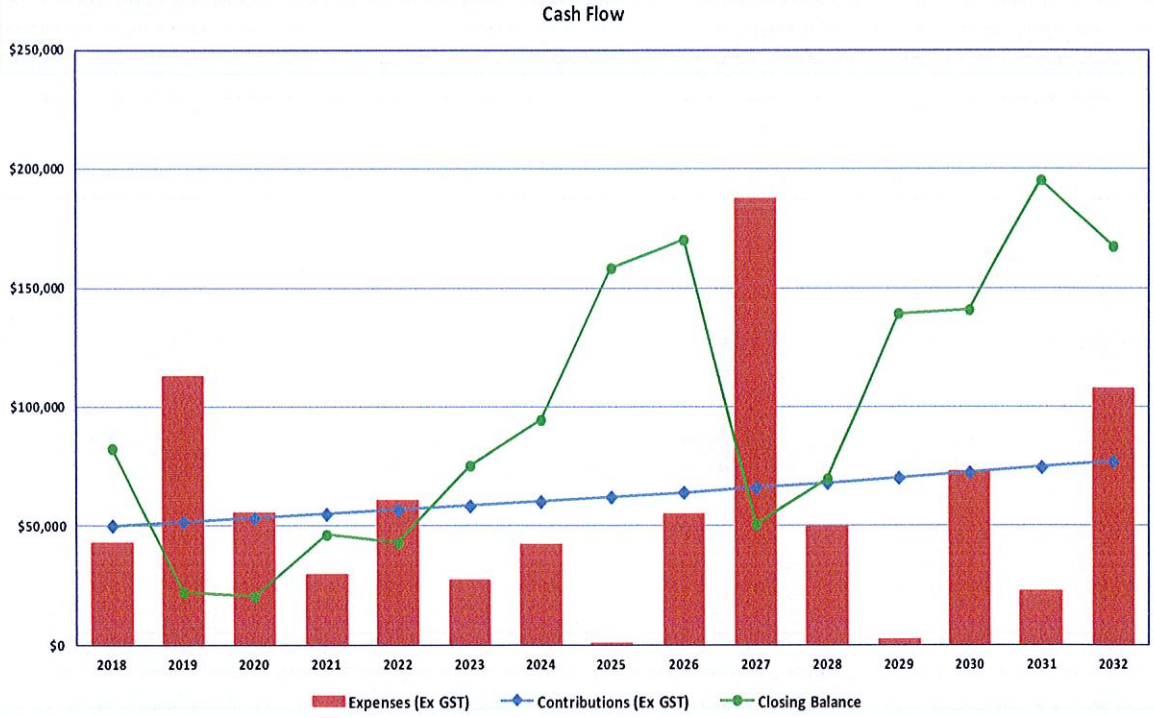
15 Year Cash Flow Tracking Sheet

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'** are then allowed for leaving a **'Closing Balance'** for the year which in turn becomes the **'Opening Balance'** for the following year. In summary:
Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/12/2018	74,089.00	50,220.00	1,196.90	42,956.36	82,549.54
2	31/12/2019	82,549.54	51,776.82	800.23	112,950.00	22,176.59
3	31/12/2020	22,176.59	53,381.90	326.31	55,357.27	20,527.53
4	31/12/2021	20,527.53	55,036.74	511.10	29,715.45	46,359.92
5	31/12/2022	46,359.92	56,742.88	681.84	60,911.82	42,872.82
6	31/12/2023	42,872.82	58,501.91	903.44	26,917.27	75,360.90
7	31/12/2024	75,360.90	60,315.47	1,298.61	42,386.36	94,588.62
8	31/12/2025	94,588.62	62,185.25	1,932.38	404.55	158,301.70
9	31/12/2026	158,301.70	64,112.99	2,510.17	54,720.91	170,203.95
10	31/12/2027	170,203.95	66,100.49	1,687.51	187,351.82	50,640.13
11	31/12/2028	50,640.13	68,149.61	920.98	49,821.82	69,888.90
12	31/12/2029	69,888.90	70,262.25	1,598.11	2,493.64	139,255.62
13	31/12/2030	139,255.62	72,440.38	2,139.91	73,041.82	140,794.09
14	31/12/2031	140,794.09	74,686.03	2,567.91	22,779.09	195,268.94
15	31/12/2032	195,268.94	77,001.30	2,771.47	107,608.18	167,433.53

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.



What will happen if you stay with your current levy amount?

The table and graph below use the same information as on the previous page except they show the cash flow for the scheme if you do not vary your current levy amount.

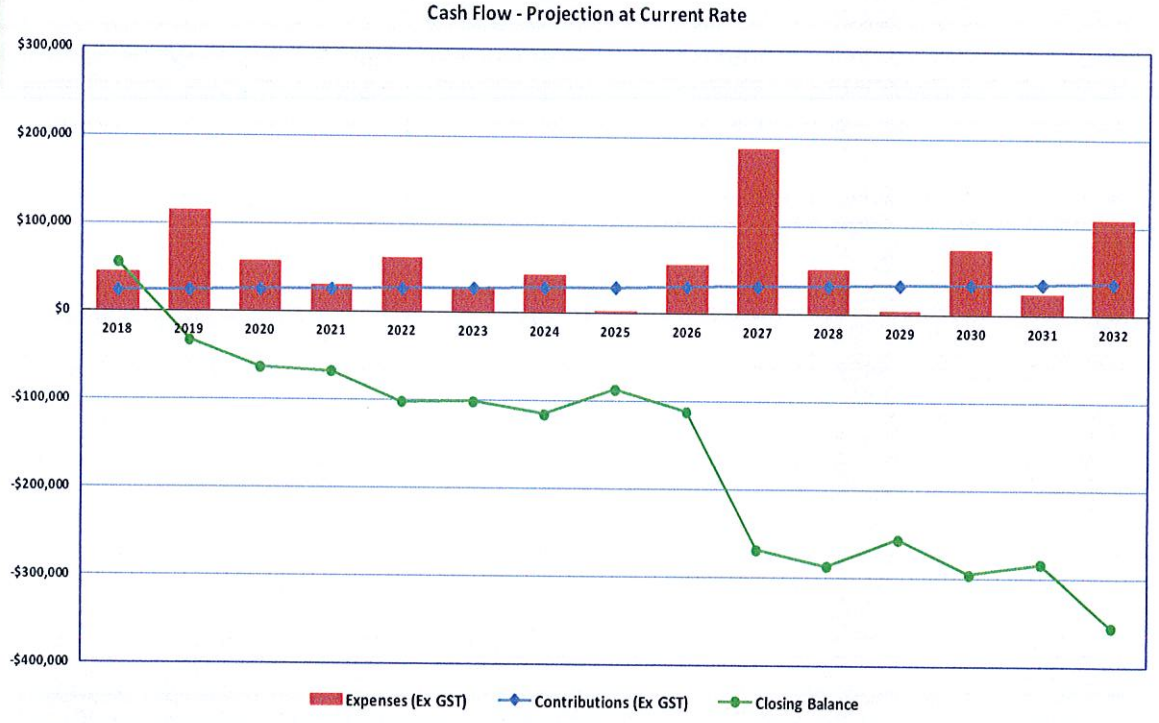
15 Year Cash Flow Tracking Sheet

The table below shows the cash flow for the entirety of the forecast. In summary:
Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/12/2018	74,089.00	23,430.32	990.62	42,956.36	55,553.58
2	31/12/2019	55,553.58	24,156.66	0.00	112,950.00	-33,239.76
3	31/12/2020	-33,239.76	24,905.52	0.00	55,357.27	-63,691.51
4	31/12/2021	-63,691.51	25,677.59	0.00	29,715.45	-67,729.37
5	31/12/2022	-67,729.37	26,473.60	0.00	60,911.82	-102,167.59
6	31/12/2023	-102,167.59	27,294.28	0.00	26,917.27	-101,790.58
7	31/12/2024	-101,790.58	28,140.40	0.00	42,386.36	-116,036.54
8	31/12/2025	-116,036.54	29,012.75	0.00	404.55	-87,428.34
9	31/12/2026	-87,428.34	29,912.15	0.00	54,720.91	-112,237.10
10	31/12/2027	-112,237.10	30,839.43	0.00	187,351.82	-268,749.49
11	31/12/2028	-268,749.49	31,795.45	0.00	49,821.82	-286,775.86
12	31/12/2029	-286,775.86	32,781.11	0.00	2,493.64	-256,488.39
13	31/12/2030	-256,488.39	33,797.32	0.00	73,041.82	-295,732.89
14	31/12/2031	-295,732.89	34,845.04	0.00	22,779.09	-283,666.94
15	31/12/2032	-283,666.94	35,925.24	0.00	107,608.18	-355,349.88

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 'Year 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	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)	Year 4 (2021)	Year 5 (2022)	Year 6 (2023)	Year 7 (2024)	Year 8 (2025)	Year 9 (2026)	Year 10 (2027)	Year 11 (2028)	Year 12 (2029)	Year 13 (2030)	Year 14 (2031)	Year 15 (2032)
1. Building exterior																
Repair pebblecrete steps, walkways and concrete bands	1,660	1,660	-	-	-	-	1,934	-	-	-	-	2,253	-	-	-	-
Repaint building exterior	67,222	-	69,306	-	-	-	-	-	-	-	88,479	-	-	-	-	-
Repaint fascia boards	3,762	-	3,879	-	-	-	-	-	-	-	4,952	-	-	-	-	-
Repaint door face – one side including architraves	202	-	208	-	-	-	-	-	-	-	266	-	-	-	-	-
Maintain or replace windows, doors and hardware	9,267	9,267	-	-	10,156	-	-	11,130	-	-	12,197	-	-	13,367	-	-
Replace aluminium windows and doors	418,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain balustrades (total: 438 Lm)	2,385	-	-	-	-	2,695	-	-	-	-	3,139	-	-	-	-	3,657
Replace balustrades	208,926	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain or replace gutter (total: 179 Lm) – 10%	831	831	-	-	-	-	-	-	-	1,061	-	-	-	-	-	-
Maintain or replace downpipes (total: 177 Lm) – 10%	699	699	-	-	-	-	-	-	-	892	-	-	-	-	-	-
General building maintenance	32,111	-	-	-	-	36,282	-	-	-	-	42,265	-	-	-	-	49,235
Sub Total (Incl. GST)		**12,457**	**73,393**	**0**	**10,156**	**38,977**	**1,934**	**11,130**	**0**	**1,953**	**151,298**	**2,253**	**0**	**13,367**	**0**	**52,892**
2. Roof																
Maintain roof tiles (total: 986 m2)	1,650	1,650	-	-	-	-	-	-	-	2,106	-	-	-	-	-	-
Re-bed and re-point ridge caps (total: 201 Lm) - 30%	6,115	6,115	-	-	-	-	-	-	-	7,807	-	-	-	-	-	-
Replace tiled roofing	255,039	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**7,765**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**9,913**	**0**	**0**	**0**	**0**	**0**	**0**
3. Access for work at heights																
Height allowance for painting works	27,278	-	28,124	-	-	-	-	-	-	-	35,904	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**28,124**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**35,904**	**0**	**0**	**0**	**0**	**0**

Expenditure Item	Current Cost	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)	Year 4 (2021)	Year 5 (2022)	Year 6 (2023)	Year 7 (2024)	Year 8 (2025)	Year 9 (2026)	Year 10 (2027)	Year 11 (2028)	Year 12 (2029)	Year 13 (2030)	Year 14 (2031)	Year 15 (2032)
4. Lobbies and hallways																
Repaint ceilings and walls	5,120	-	-	5,442	-	-	-	-	-	-	-	6,948	-	-	-	-
Repaint door face – one side including architraves	3,640	-	-	3,869	-	-	-	-	-	-	-	4,940	-	-	-	-
Maintain pebblecrete floor (total: 16 m2)	166	-	-	176	-	-	-	-	206	-	-	-	-	239	-	-
Replace carpet	10,990	-	-	11,682	-	-	-	-	-	-	-	-	-	-	-	16,851
Sub Total (Incl. GST)		**0**	**0**	**21,169**	**0**	**0**	**0**	**0**	**206**	**0**	**0**	**11,888**	**0**	**239**	**0**	**16,851**
5. Stairwells																
Repaint ceilings and walls	3,400	-	-	3,614	-	-	-	-	-	-	-	4,614	-	-	-	-
Repaint door face – one side including architraves	809	-	-	860	-	-	-	-	-	-	-	1,098	-	-	-	-
Maintain pebblecrete floor (total: 16 m2)	166	-	-	176	-	-	-	-	206	-	-	-	-	239	-	-
Replace carpet	5,584	-	-	5,936	-	-	-	-	-	-	-	-	-	-	-	8,562
Repaint balustrades	1,680	-	-	1,786	-	-	-	-	-	-	-	2,280	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**12,372**	**0**	**0**	**0**	**0**	**206**	**0**	**0**	**7,992**	**0**	**239**	**0**	**8,562**
6. Driveway / basement car park																
Replace electric gate motor	2,604	-	-	-	2,854	-	-	-	-	-	-	-	-	-	3,873	-
Repaint door face – one side including architraves	303	-	-	322	-	-	-	-	-	-	-	411	-	-	-	-
Replace tilt garage doors	1,779	1,779	-	-	1,950	-	-	2,137	-	-	2,342	-	-	2,566	-	-
Replace curved stainless safety mirror	505	-	-	-	-	-	588	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**1,779**	**0**	**322**	**4,804**	**0**	**588**	**2,137**	**0**	**0**	**2,342**	**411**	**0**	**2,566**	**3,873**	**0**
7. External walkways																
Maintain pebblecrete walkways	2,540	-	-	-	-	-	-	3,051	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**0**	**0**	**0**	**0**	**0**	**0**	**3,051**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
8. Fixtures and fittings																
Replace community television aerial	955	-	-	-	-	-	-	-	-	1,219	-	-	-	-	-	-
Replace letterboxes	3,884	-	-	-	-	-	-	-	-	-	-	-	-	5,603	-	-
Replace barbeque	838	-	-	-	-	-	-	-	-	-	-	-	1,172	-	-	-
Replace post mounted clothesline	775	-	-	824	-	-	-	-	-	-	-	-	-	-	-	-
Maintain security access intercom and basement remote system	3,007	3,007	-	3,196	-	3,398	-	3,611	-	3,839	-	4,081	-	4,337	-	4,611
Sub Total (Incl. GST)		**3,007**	**0**	**4,020**	**0**	**3,398**	**0**	**3,611**	**0**	**5,058**	**0**	**4,081**	**1,172**	**9,940**	**0**	**4,611**
9. Fence maintenance																
Maintain powder coat fence and gate (total: 12 Lm – rate 100%) - 20%	370	370	-	-	-	-	431	-	-	-	-	502	-	-	-	-
Maintain boundary colourbond fence (total: 148 Lm – rate 50%) - 10%	1,237	-	-	-	1,356	-	-	-	-	1,579	-	-	-	-	1,840	-
Sub Total (Incl. GST)		**370**	**0**	**0**	**1,356**	**0**	**431**	**0**	**0**	**1,579**	**0**	**502**	**0**	**0**	**1,840**	**0**

Expenditure Item	Current Cost	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)	Year 4 (2021)	Year 5 (2022)	Year 6 (2023)	Year 7 (2024)	Year 8 (2025)	Year 9 (2026)	Year 10 (2027)	Year 11 (2028)	Year 12 (2029)	Year 13 (2030)	Year 14 (2031)	Year 15 (2032)
10. Fire equipment																
Maintain fire equipment	9,583	9,583	-	10,186	-	10,828	-	11,509	-	12,234	-	13,004	-	13,823	-	14,693
Replace or upgrade fire control panel	9,106	-	-	-	-	-	10,608	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**9,583**	**0**	**10,186**	**0**	**10,828**	**10,608**	**11,509**	**0**	**12,234**	**0**	**13,004**	**0**	**13,823**	**0**	**14,693**
11. Plant - water																
Plumbing and drainage maintenance	11,759	-	-	-	12,887	-	-	-	-	15,012	-	-	-	-	17,488	-
Replace sump pumps	6,396	-	-	-	-	-	7,451	-	-	-	-	-	-	-	-	-
Replace sump pumps control boxes	998	-	-	-	-	-	1,163	-	-	-	-	-	-	-	-	-
Replace hot water circulation pumps	978	-	1,008	-	-	-	-	1,175	-	-	-	-	1,368	-	-	-
Replace Raypack hot water system – 1	12,141	-	-	-	-	-	-	-	-	-	-	-	-	17,513	-	-
Replace Raypack hot water system – 2	12,141	-	12,517	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace Raypack storage tank	2,792	-	-	-	-	-	-	-	-	-	-	-	-	4,027	-	-
Sub Total (Incl. GST)		**0**	**13,525**	**0**	**12,887**	**0**	**8,614**	**1,175**	**0**	**15,012**	**0**	**0**	**1,368**	**21,540**	**17,488**	**0**
12. Plant - electrical																
Maintain or replace common light fittings and emergency lighting	7,821	7,821	-	8,313	-	8,837	-	9,393	-	9,985	-	10,613	-	11,281	-	11,992
Replace switchboard	119,501	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		**7,821**	**0**	**8,313**	**0**	**8,837**	**0**	**9,393**	**0**	**9,985**	**0**	**10,613**	**0**	**11,281**	**0**	**11,992**
13. Plant - air																
Maintain or replace mechanical ventilation fans (basement)	4,499	-	-	-	-	-	5,241	-	-	-	-	-	-	-	-	-
Maintain or replace exhaust vents and controls	970	970	-	-	1,063	-	-	1,165	-	-	1,277	-	-	1,399	-	-
Sub Total (Incl. GST)		**970**	**0**	**0**	**1,063**	**0**	**5,241**	**1,165**	**0**	**0**	**1,277**	**0**	**0**	**1,399**	**0**	**0**
Grand Total (Incl. GST)		**43,752**	**115,042**	**56,382**	**30,266**	**62,040**	**27,416**	**43,171**	**412**	**55,734**	**190,821**	**50,744**	**2,540**	**74,394**	**23,201**	**109,601**
Contingency Allowance (Incl. GST)		**3,500**	**9,203**	**4,511**	**2,421**	**4,963**	**2,193**	**3,454**	**33**	**4,459**	**15,266**	**4,060**	**203**	**5,952**	**1,856**	**8,768**
Grand Total Expenses (Incl. Contingency Allowance and GST)		**47,252**	**124,245**	**60,893**	**32,687**	**67,003**	**29,609**	**46,625**	**445**	**60,193**	**206,087**	**54,804**	**2,743**	**80,346**	**25,057**	**118,369**

Building Data List from the Property Inspection for Strata Plan 63789

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 total quantity of that item
'Unit' – is the unit rate used to measure the quantity
'Rate' – is the cost of each unit in dollars
'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 the item after it is replaced, repaired or repainted.
'Comments' – details any useful explanatory notes for the item.

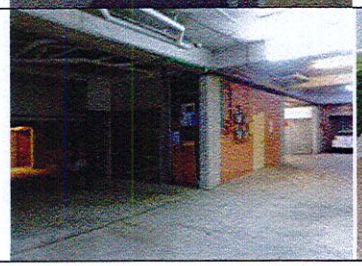
Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
1. Building exterior							
Repair pebblecrete steps, walkways and concrete bands	10	m2	166.00	1,660.00	1	5	Repair as required
Repaint building exterior	1,159	m2	58.00	67,222.00	2	8	Ongoing painting program
Repaint fascia boards	209	Lm	18.00	3,762.00	2	8	Ongoing painting program
Repaint door face – one side including architraves	2	Ea	101.11	202.00	2	8	Ongoing painting program
Maintain or replace windows, doors and hardware	1	Item	9,266.60	9,267.00	1	3	Replace seals, mechanism repairs or full replacement
Replace aluminium windows and doors	1	Item	418,500.00	418,500.00	23	40	Replace as required
Maintain balustrades (total: 438 Lm)	5	Lm	477.00	2,385.00	5	5	Repair as required
Replace balustrades	438	Lm	477.00	208,926.00	23	40	Replace as required
Maintain or replace gutter (total: 179 Lm) – 10%	18	Lm	46.14	831.00	1	8	Inspect and repair as required
Maintain or replace downpipes (total: 177 Lm) – 10%	18	Lm	38.85	699.00	1	8	Inspect and repair as required
General building maintenance	1	Item	32,111.00	32,111.00	5	5	Future building maintenance works - sprawling concrete, upgrades and water proofing
2. Roof							
Maintain roof tiles (total: 986 m2)	20	m2	82.49	1,650.00	1	8	Repair as required
Re-bed and re-point ridge caps (total: 201 Lm) - 30%	60	Lm	101.92	6,115.00	1	8	Repair as required
Replace tiled roofing	986	m2	258.66	255,039.00	31	48	Replace as required
3. Access for work at heights							
Height allowance for painting works	1	Item	27,277.50	27,278.00	2	8	Swinging stage, rope access, scaffold or cherry picker
4. Lobbies and hallways							
Repaint ceilings and walls	256	m2	20.00	5,120.00	3	8	Ongoing painting program
Repaint door face – one side including architraves	36	Ea	101.11	3,640.00	3	8	Ongoing painting program
Maintain pebblecrete floor (total: 16 m2)	1	m2	166.00	166.00	3	5	Replace as required
Replace carpet	124	m2	88.63	10,990.00	3	12	Replace as required

Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
5. Stairwells							
Repaint ceilings and walls	170	m2	20.00	3,400.00	3	8	Ongoing painting program
Repaint door face – one side including architraves	8	Ea	101.11	809.00	3	8	Ongoing painting program
Maintain pebblecrete floor (total: 16 m2)	1	m2	166.00	166.00	3	5	Replace as required
Replace carpet	63	m2	88.63	5,584.00	3	12	Replace as required
Repaint balustrades	40	Lm	42.00	1,680.00	3	8	Ongoing painting program
6. Driveway / basement car park							
Replace electric gate motor	1	Ea	2,604.22	2,604.00	4	10	Replace as required
Repaint door face – one side including architraves	3	Ea	101.11	303.00	3	8	Ongoing painting program
Replace tilt garage doors	1	Ea	1,779.00	1,779.00	1	3	Repair or replace as required
Replace curved stainless safety mirror	1	Ea	505.06	505.00	6	10	Replace as required
7. External walkways							
Maintain pebblecrete walkways	10	m2	254.00	2,540.00	7	10	Replace as required
8. Fixtures and fittings							
Replace community television aerial	1	Ea	955.23	955.00	9	12	Replace as required
Replace letterboxes	32	Ea	121.38	3,884.00	13	30	Replace as required
Replace barbeque	1	Ea	837.72	838.00	12	15	Replace as required
Replace post mounted clothesline	2	Ea	387.29	775.00	3	20	Replace as required
Maintain security access intercom and basement remote system	31	Units	97.00	3,007.00	1	2	Repair or replace as required
9. Fence maintenance							
Maintain powder coat fence and gate (total: 12 Lm – rate 100%) - 20%	2	Lm	184.99	370.00	1	5	Repair or replace as required
Maintain boundary colourbond fence (total: 148 Lm – rate 50%) - 10%	15	Lm	82.49	1,237.00	4	5	Repair or replace as required
10. Fire equipment							
Maintain fire equipment	1	Item	9,583.25	9,583.00	1	2	Smoke detectors, valves and fire hose reels
Replace or upgrade fire control panel	1	Ea	9,105.67	9,106.00	6	15	Replace as required
11. Plant - water							
Plumbing and drainage maintenance	1	Item	11,758.73	11,759.00	4	5	For water, sewer and stormwater repairs and maintenance
Replace sump pumps	4	Ea	1,599.00	6,396.00	6	10	Replace as required
Replace sump pumps control boxes	2	Ea	499.20	998.00	6	15	Replace as required
Replace hot water circulation pumps	2	Ea	489.20	978.00	2	5	Replace as required
Replace Raypack hot water system – 1	1	Ea	12,140.89	12,141.00	13	15	Replace as required
Replace Raypack hot water system – 2	1	Ea	12,140.89	12,141.00	2	15	Replace as required
Replace Raypack storage tank	1	Ea	2,792.41	2,792.00	13	15	Replace as required

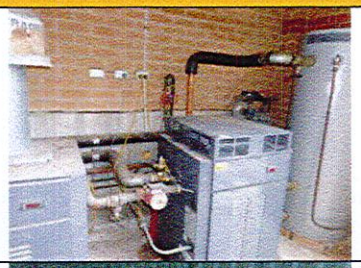
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Items	Qty	Unit	Rate ($)	Value ($)	Next Due	Total Life	Comments
12. Plant - electrical							
Maintain or replace common light fittings and emergency lighting	1	Item	7,821.14	7,821.00	1	2	Ongoing maintenance program
Replace switchboard	1	Item	119,501.34	119,501.00	33	50	Replace as required
13. Plant - air							
Maintain or replace mechanical ventilation fans (basement)	2	Ea	2,249.70	4,499.00	6	10	Repair or replace as required
Maintain or replace exhaust vents and controls	1	Item	969.70	970.00	1	3	Repair or replace as required

BUILDING PHOTOS

Item Group	Photo
Building exterior	 
Roof	
Lobbies and hallways	
Driveway / Basement car park	 

Item Group	Photo
External walkways	
Fixtures and fittings	  
Fence maintenance	
Fire equipment	 

Item Group	Photo
Plant - water	
Plant - electrical	

Inspector's Report for Strata Plan 63789

1. We have recommended that the balance of the Capital Works be allowed to increase over the length of this report, leading to a significant balance in the later years. It is necessary to allow a larger balance over time to offset the effects of inflation on building material and labour costs and to ensure that adequate funds are available to provide for major works, which frequently become necessary as the building ages but which cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that building construction and maintenance costs will increase by fifty percent every fifteen years. This recommendation will be reviewed each time this report is updated, in light of price levels and the state of the building at the time of each update.

2. The painting cost estimates are as accurate as possible. However, due to privacy considerations, access restrictions to some areas and the varied nature of the property, it is recommended that the Owners Corporation obtain quotes for painting work well in advance of when the work is to be carried out to allow for any shortfall or excess in funds.

3. The maintenance of fences between properties is regulated under the Dividing Fences Act 1991, which states that neighbours have equal responsibility for dividing fences. As such, we have applied a fifty percent rate to all maintenance work on these fences in this report.

4. Trees should be lopped to below the fascia and gutterng height and be kept clear of the building to prevent premature corrosion of the roof flashings, gutters and downpipes. Root systems should also be kept away from the building to prevent structural damage to the footings using root barriers of. If these measures cannot prevent damage to the building or property, the Owners Corporation may wish to consider removing problem trees.

5. An allowance for general building maintenance, repairs and water proofing was added for future works.

6. Monies were budgeted for the maintenance and replacement of window and door parts on the complex.

7. The tiled roof needs regular maintenance and the ridge caps need re-pointing.

8. An allowance for plumbing and drainage maintenance was included for the complex.

Report Notes

Capital Works Fund Plan (NSW)

This forecast satisfies the current requirements of section 80 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 pursuant to 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 Executive 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 Executive 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 Executive 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 previous 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 Executive Committee); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Executive 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 Executive Committee. With 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 Executive 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 Executive Committee/Representative.

Window Safety Device – It is mandatory to install a safety device/ lock that restrict the opening of an openable window to less than 12.5cm. The device must be able to withstand a specific outward pushing force. All windows in every apartment building above a certain height must comply. (Section 118 Strata Schemes Management Act 2015; section 30 Strata Schemes Management Regulation 2016). An allowance has been made for the installation of these devices. Contact our office should you require a quotation to install these devices.

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.

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.

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.

STSM Strata Management
Proposed Budget for Strata Plan 63789

11-13 FOURTH AVENUE BLACKTOWN

Prepared by STSM Strata Management (ABN 25 276 570 242)
First Floor 314 High Street PENRITH NSW 2750 Ph (02) 4721 2444 Fax

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Aggregate Units of Entitlement (UOE) 620 Administrative Fund-	Proposed Budget (01/02/2026-31/01/2027)	Adjustment	Current Year (01/02/2025-31/01/2026)			Last Year (01/02/2024-31/01/2025)		
			Budget	Actual	Variance	Budget	Actual	Variance
Contribution Schedule								
ADMINISTRATION	$10.00		$50.00	$7.75	*$42.25*	$1,200.00	$50.00	*$1,150.00*
ARCHIVE FEE	$180.00		$120.00	$120.00	*$0.00*	$120.00	$120.00	*$0.00*
BAS PREP AND LODGEMENT	$1,000.00		$1,000.00	$960.00	*$40.00*	$760.00	$960.00	*$-200.00*
CERTIFICATES	$0.00		$0.00	$0.00	*$0.00*	$0.00	$-109.00	*$109.00*
DEBT COLLECTION	$0.00		$0.00	$635.00	*$-635.00*	$0.00	$2,473.67	*$-2,473.67*
DISBURSEMENTS	$1,705.00		$1,000.00	$852.50	*$147.50*	$930.00	$1,007.50	*$-77.50*
ELECTRICITY	$7,000.00		$8,000.00	$6,892.52	*$1,107.48*	$6,500.00	$7,787.91	*$-1,287.91*
FIRE SAFETY COMPLIANCE	$10,000.00		$7,000.00	$12,315.92	*$-5,315.92*	$7,000.00	$6,074.92	*$925.08*
GAS	$110.00		$100.00	$100.72	*$-0.72*	$100.00	$96.16	*$3.84*
GUTTER CLEANING	$990.00		$990.00	$0.00	*$990.00*	$990.00	$0.00	*$990.00*
INSURANCE	$21,908.03		$35,000.00	$23,336.21	*$11,663.79*	$22,000.00	$34,463.03	*$-12,463.03*
LAWNS & CLEANING	$14,500.00		$13,000.00	$14,441.60	*$-1,441.60*	$16,000.00	$11,951.20	*$4,048.80*
MANAGEMENT FEE - STANDARD	$17,623.70		$13,308.24	$12,141.40	*$1,166.84*	$12,614.45	$13,556.00	*$-941.55*
NSW Government Compliance	$165.00		$0.00	$165.00	*$-165.00*	$0.00	$0.00	*$0.00*
OPTUS BILLING	$0.00		$880.00	$0.00	*$880.00*	$880.00	$72.73	*$807.27*
PEST CONTROL	$450.00		$0.00	$450.00	*$-450.00*	$0.00	$0.00	*$0.00*
PRINTING, PHOTOCOPYING and POSTAGE	$3,000.00		$3,000.00	$2,926.16	*$73.84*	$2,100.00	$2,370.54	*$-270.54*
PROFESSIONAL SERVICES	$600.00		$1,000.00	$595.00	*$405.00*	$0.00	$2,198.45	*$-2,198.45*
REPAIRS & MAINTENANCE	$19,000.00		$14,000.00	$19,709.70	*$-5,709.70*	$15,000.00	$13,829.93	*$1,170.07*
SAFETY AUDIT REPORT	$0.00		$0.00	$0.00	*$0.00*	$0.00	$200.00	*$-200.00*
SECURITY	$1,500.00		$175.00	$1,750.00	*$-1,575.00*	$0.00	$175.00	*$-175.00*
STRATA HUB	$250.00		$400.00	$243.00	*$157.00*	$400.00	$243.00	*$157.00*
SUMP PUMP MAINTENANCE	$5,000.00		$1,500.00	$4,930.00	*$-3,430.00*	$1,500.00	$0.00	*$1,500.00*

STSM Strata Management
Proposed Budget for Strata Plan 63789

11-13 FOURTH AVENUE BLACKTOWN

Prepared by STSM Strata Management (ABN 25 276 570 242)
First Floor 314 High Street PENRITH NSW 2750 Ph (02) 4721 2444 Fax

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Aggregate Units of Entitlement (UOE) 620 **Administrative Fund-**	**Proposed Budget (01/02/2026-31/01/2027)**	**Adjustment**	**Current Year (01/02/2025-31/01/2026)**			**Last Year (01/02/2024-31/01/2025)**		
			Budget	**Actual**	**Variance**	**Budget**	**Actual**	**Variance**
Contribution Schedule								
Safety Audit	$0.00		$0.00	$0.00	*$0.00*	$0.00	$836.36	*$-836.36*
TAX RETURN PREP AND LODGEMENT	$150.00		$225.00	$150.00	*$75.00*	$225.00	$225.00	*$0.00*
VALUATION	$0.00		$0.00	$0.00	*$0.00*	$0.00	$510.00	*$-510.00*
WATER	$15,000.00		$17,000.00	$14,842.26	*$2,157.74*	$17,000.00	$16,137.48	*$862.52*
TOTAL ADMIN FUND	**$120,141.73**		**$117,748.24**	**$117,564.74**	***$183.50***	**$105,319.45**	**$115,229.88**	***$-9,910.43***
ADD: ADMIN GST	**$12,014.17**		**$11,774.82**			**$10,531.95**		
TOTAL ADMIN BUDGET	**$132,155.90**		**$129,523.06**			**$115,851.40**		

STSM Strata Management
Proposed Budget for Strata Plan 63789

11-13 FOURTH AVENUE BLACKTOWN

Prepared by STSM Strata Management (ABN 25 276 570 242)
First Floor 314 High Street PENRITH NSW 2750 Ph (02) 4721 2444 Fax

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Aggregate Units of Entitlement (UOE) 620 Capital Works Fund-	Proposed Budget (01/02/2026-31/01/2027)	Adjustment	Current Year (01/02/2025-31/01/2026)			Last Year (01/02/2024-31/01/2025)		
			Budget	Actual	Variance	Budget	Actual	Variance
Contribution Schedule								
CAPITAL WORKS FUND	$10,000.00		$10,000.00	$0.00	*$10,000.00*	$5,000.00	$0.00	*$5,000.00*
FIRE COMPLIANCE	$0.00		$0.00	$3,000.00	*$-3,000.00*	$0.00	$7,441.40	*$-7,441.40*
INTERCOM SYSTEM	$0.00		$0.00	$0.00	*$0.00*	$0.00	$6,475.00	*$-6,475.00*
PLUMBING	$0.00		$0.00	$0.00	*$0.00*	$0.00	$18,261.27	*$-18,261.27*
REPAIRS & MAINTENANCE	$0.00		$0.00	$80.00	*$-80.00*	$0.00	$425.10	*$-425.10*
TOTAL CAP. WORKS FUND	**$10,000.00**		**$10,000.00**	**$3,080.00**	***$6,920.00***	**$5,000.00**	**$32,602.77**	***$-27,602.77***
ADD: CAP. WORKS GST	**$1,000.00**		**$1,000.00**			**$500.00**		
TOTAL CAP. WORKS BUDGET	**$11,000.00**		**$11,000.00**			**$5,500.00**		

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Budget Summary (01/02/2026-31/01/2027)

	Proposed	1st Instalment 01/03/2026	2nd Instalment 01/05/2026	3rd Instalment 01/08/2026	4th Instalment 01/11/2026	TOTAL (01/02/2026-31/01/2027)
Administrative Fund	$132,155.90	$33,039.49	$33,039.49	$33,039.49	$33,039.49	$132,157.96
Capital Works Fund	$11,000.00	$2,750.01	$2,750.01	$2,750.01	$2,750.01	$11,000.04
Contribution Schedule Total	$143,155.90	$35,789.50	$35,789.50	$35,789.50	$35,789.50	$143,158.00
Amount to Collect	**$143,155.90**	**$35,789.50**	**$35,789.50**	**$35,789.50**	**$35,789.50**	**$143,158.00**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

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Levy Adjustment Summary (01/02/2026-31/01/2027)

Contribution Schedule

Aggregate Units of Entitlement (UOE) - 620

Due Date	Levy Period	Admin	Cap. Works	Total
01/03/2026	01/02/2026 - 30/04/2026	$53.29	$4.44	$57.72
01/05/2026	01/05/2026 - 31/07/2026	$53.29	$4.44	$57.72
01/08/2026	01/08/2026 - 31/10/2026	$53.29	$4.44	$57.72
01/11/2026	01/11/2026 - 31/01/2027	$53.29	$4.44	$57.72
Financial Year Total per Units of Entitlement		**$213.15**	**$17.74**	**$230.90**
Financial Year Aggregate		**$132,157.96**	**$11,000.04**	**$143,158.00**
Proposed Budget Amount		**$132,155.90**	**$11,000.00**	**$143,155.90**
Next Year Pre Issue Aggregate		**$0.00**	**$0.00**	**$0.00**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Owner Summary (01/02/2026-31/01/2027) - Contribution Schedule

Lot#	Unit#	UOE	Owner Name	1st Instalment 01/03/2026	2nd Instalment 01/05/2026	3rd Instalment 01/08/2026	4th Instalment 01/11/2026	TOTAL (01/02/2026-31/01/2027)
1*	1*	20	BENJAMIN YASSA					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
2*	2*	20	HARPREET SINGH					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
3*	3*	20	KARANDEEP SINGH & MELANIE ARROJA					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
4*	4*	20	PALWINDER SINGH					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
5*	5*	20	KRISTIE ANNE PITTAWAY					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
6*	6*	20	CAMPANARO SUPER PTY LTD					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Owner Summary (01/02/2026-31/01/2027) - Contribution Schedule

Lot#	Unit#	UOE	Owner Name	1st Instalment 01/03/2026	2nd Instalment 01/05/2026	3rd Instalment 01/08/2026	4th Instalment 01/11/2026	TOTAL (01/02/2026-31/01/2027)
7*	7*	20	CHRISTOPHER L HALL					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
8*	8*	20	RASHED & TANJINA SATTER					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
9*	9*	20	BABEENDRAN PALANIVEL & VASANTHA BABDEENRAN					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
10*	10*	20	DARIO & LJUBISAVA RESIDOVIC					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
11*	11*	20	YINGJIA ZHANG					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
12*	12*	20	DANIEL JOHN PHELPS					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Owner Summary (01/02/2026-31/01/2027) - Contribution Schedule

Lot#	Unit#	UOE	Owner Name		1st Instalment 01/03/2026	2nd Instalment 01/05/2026	3rd Instalment 01/08/2026	4th Instalment 01/11/2026	TOTAL (01/02/2026-31/01/2027)
13*	13*	20	ADRIAN SEETO						
				Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
				Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
				Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
14*	14*	20	HYUNG-JOON KIM						
				Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
				Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
				Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
15*	15*	20	REENA KOAK						
				Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
				Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
				Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
16*	16*	20	GLEDSON GARCEZ						
				Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
				Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
				Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
17*	17*	20	DANIEL YEE						
				Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
				Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
				Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
18*	18*	20	TIMOTHY DAVIDSON						
				Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
				Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
				Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**

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Owner Summary (01/02/2026-31/01/2027) - Contribution Schedule

Lot#	Unit#	UOE	Owner Name	1st Instalment 01/03/2026	2nd Instalment 01/05/2026	3rd Instalment 01/08/2026	4th Instalment 01/11/2026	TOTAL (01/02/2026-31/01/2027)
19*	19*	20	SIMON BLACKETT					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
20*	20*	20	NED PRIGG					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
21*	21*	20	BIJAYA BHATTARAI					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
22*	22*	20	HOK LUN LI & SHUI HA CHOI					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
23*	23*	20	HARPREET KAUR & SUKHWINDER SINGH					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
24*	24*	20	SCOTT ASHBURNER					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**

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Owner Summary (01/02/2026-31/01/2027) - Contribution Schedule

Lot#	Unit#	UOE	Owner Name	1st Instalment 01/03/2026	2nd Instalment 01/05/2026	3rd Instalment 01/08/2026	4th Instalment 01/11/2026	TOTAL (01/02/2026-31/01/2027)
25*	25*	20	BENJAMIN & NICOLE SONDERMEYER					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
26*	26*	20	MANU VENKATARAMU & PRAGATHI SEETHARAM					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
27*	27*	20	SOKUNTHEA LIM					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
28*	28*	20	DEEPAK & MRINALINI PATEL					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
29*	29*	20	RAHUL BAJORIA					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**
30*	30*	20	YE HAN					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
			Owner Total	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**

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Prepared by STSM Strata Management (ABN 25 276 570 242)
First Floor 314 High Street PENRITH NSW 2750 Ph (02) 4721 2444 Fax

Liability limited by a scheme approved under Professional Standards Legislation

Owner Summary (01/02/2026-31/01/2027) - Contribution Schedule

Lot#	Unit#	UOE	Owner Name	1st Instalment 01/03/2026	2nd Instalment 01/05/2026	3rd Instalment 01/08/2026	4th Instalment 01/11/2026	TOTAL (01/02/2026-31/01/2027)
31*	31*	20	STEWART WALLACE					
			Admin	$1,065.79	$1,065.79	$1,065.79	$1,065.79	$4,263.16
			Capital Works	$88.71	$88.71	$88.71	$88.71	$354.84
Total aggregate of UOE 620			**Owner Total**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$1,154.50**	**$4,618.00**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Contribution Summary (01/02/2026-31/01/2027)

Lot#	Unit#	UOE	Owner Name	Schedule	Admin Fund	Capital Works	Annual Levy
1	1	20	BENJAMIN YASSA	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
2	2	20	HARPREET SINGH	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
3	3	20	KARANDEEP SINGH & MELANIE ARROJA	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
4	4	20	PALWINDER SINGH	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
5	5	20	KRISTIE ANNE PITTAWAY	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
6	6	20	CAMPANARO SUPER PTY LTD	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
7	7	20	CHRISTOPHER L HALL	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
8	8	20	RASHED & TANJINA SATTER	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
9	9	20	BABEENDRAN PALANIVEL & VASANTHA BABDEENRAN	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
10	10	20	DARIO & LJUBISAVA RESIDOVIC	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
11	11	20	YINGJIA ZHANG	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**

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Contribution Summary (01/02/2026-31/01/2027)

Lot#	Unit#	UOE	Owner Name	Schedule	Admin Fund	Capital Works	Annual Levy
12	12	20	DANIEL JOHN PHELPS	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
13	13	20	ADRIAN SEETO	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
14	14	20	HYUNG-JOON KIM	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/07/2025				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
15	15	20	REENA KOAK	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
16	16	20	GLEDSON GARCEZ	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
17	17	20	DANIEL YEE	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
18	18	20	TIMOTHY DAVIDSON	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
19	19	20	SIMON BLACKETT	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
20	20	20	NED PRIGG	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
21	21	20	BIJAYA BHATTARAI	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/10/2025				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
22	22	20	HOK LUN LI & SHUI HA CHOI	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
23	23	20	HARPREET KAUR & SUKHWINDER SINGH	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Prepared by STSM Strata Management (ABN 25 276 570 242)
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Liability limited by a scheme approved under Professional Standards Legislation

Contribution Summary (01/02/2026-31/01/2027)

Lot#	Unit#	UOE	Owner Name	Schedule	Admin Fund	Capital Works	Annual Levy
24	24	20	SCOTT ASHBURNER	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
25	25	20	BENJAMIN & NICOLE SONDERMEYER	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
26	26	20	MANU VENKATARAMU & PRAGATHI SEETHARAM	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
27	27	20	SOKUNTHEA LIM	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
28	28	20	DEEPAK & MRINALINI PATEL	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
29	29	20	RAHUL BAJORIA	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
30	30	20	YE HAN	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
31	31	20	STEWART WALLACE	Contribution Schedule	$4,263.16	$354.84	$0.00
Paid to 31/01/2026				**Total**	**$4,263.16**	**$354.84**	**$4,618.00**
				Overall Total	**$132,157.96**	**$11,000.04**	**$143,158.00**

Schedule	UOE
Contribution Schedule	620

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest $0.05

Strata Management

Agency Agreement

Between

Stanton and Taylor Strata Management

And

The Owners – Strata Plan 63789

STRATA MANAGEMENT PROPOSAL

15 January 2026
11-13 Fourth Avenue, Blacktown

1. OUR PROPOSAL

This document contains a proposal for you to engage us as your strata managing agent, introducing our agency, explaining how we do things and detailing our services and fees. If you accept this proposal and enter into an agency agreement with us, which we propose be in the form of the attached draft agency agreement, this proposal will form part of that agency agreement.

If you decide to accept this proposal and enter into an agency agreement with us, we will assist you to convene a general meeting to approve our appointment and sign the agency agreement.

2. ABOUT US

In 1960, Stanton and Taylor's founding owner, John Taylor, opened a Real Estate office in Penrith—a business that continues to serve the community to this day. Recognizing a growing need for strata management services in the Nepean district during the late 1980s, John and his family established Nepean Strata Management (Stanton and Taylor Strata Management) under the leadership of Robert Banning.

Through dedication, determination, honesty, loyalty, and a commitment to exceptional service, Robert built the business into a trusted name in the industry. These core values remain at the heart of what STSM represents today.

In 2016, Robert retired and his daughter and son-in-law purchased the business. Together with their team, they have grown STSM into a leading provider of Strata Management services across Western Sydney and beyond.

Today, STSM employs a team of over 20 skilled professionals and manages more than 730 Strata, Community, and Neighbourhood schemes throughout Sydney, Nepean, Blue Mountains, and the Hawkesbury regions.

At STSM, our people are the foundation of our success. With a shared commitment to clear communication, operational efficiency, and empowering our clients, we are uniquely positioned to manage your community. By combining the resources of a large business with the personalized service of a family-run operation, STSM delivers tailored solutions to meet your needs.

3. HOW WE DO THINGS

STSM is comprised of more than 20 team members. Your scheme will be allocated a Strata Manager, who will be assisted by multiple support staff to administer your Site.

A strata scheme involves an owners corporation, which has functions and responsibilities under the strata legislation. An owners corporation has a strata committee, including a chairperson, secretary and treasurer. The strata committee has an important role in the management of the scheme, but many decisions require a resolution at a general meeting of the owners corporation. The most important of these is the annual general meeting, at which various important decisions are made.

If you accept this proposal and enter into an agency agreement with us, you will delegate some of your functions to us and authorise us to perform some of those functions for you. However, that does not mean that we will actually perform all of those functions, because:

- There can and generally will be functions which you have not delegated to us. In particular, you do not delegate to us your power to make:
  (a) a delegation prohibited under the strata legislation.
  (b) a decision on a matter that is required to be decided by the owners corporation.
  (c) a determination relating to the levying or payment of contributions.
- Your delegation of functions to us will be limited to the extent required for us to perform the Primary Services which we are required to provide and the Further Services which we agree to provide.
- You can continue to perform some or all functions yourselves and some schemes prefer to do so, especially where they have committee members with appropriate expertise.

Our obligation to provide a particular service depends on whether it is a primary service, which we are required to provide under the agency agreement or a further service, which you have requested and which we have agreed to provide.

Generally, we will communicate with you via your strata committee members. However:

- There will be situations where your strata committee cannot provide instructions itself and a general meeting and resolution is required.
- You authorise us to communicate with you by email, using the address specified for that purpose in the agency agreement or another address which we become aware you are using.
- In the interests of efficient communication and containing costs, we require you to appoint a representative, who would usually be your secretary, to act as point of contact for communications between us and to the extent the law allows, we may accept instructions given by your representative as instructions by you and give you information or items by giving them to your representative. We may require you to appoint a replacement representative if we determine that the

current representative is not a suitable person to act in that capacity or is not acting properly in that capacity.

We will account to you for any moneys received by us on your behalf on a calendar quarterly basis, by written report to your treasurer within 30 days of the end of the relevant quarter.

4. OUR SERVICES

We appreciate that strata schemes have different circumstances and needs. Strata schemes vary in their size and resources. They vary in the issues which apply to their building and the expertise of their committee members with those issues. Of course, strata schemes also require quality services at a competitive price.

To meet those needs in an individual and flexible way, we structure our services and fees as follows:

- We charge an annual management fee, for which we provide core services and charge further service fees for other services which you may require.
- Primary Services – these are services which we have agreed will be provided by us for the annual management fees
- Further Services - these are other services which you may require and if we are engaged to provide them, we will charge for them at fixed amounts or hourly rates.

Our services and our charges for them are detailed in the attached Services Schedule.

5. COMMISSIONS & TRAINING SERVICES

We engage in a range of training, marketing, networking and other business development activities for the purpose of enhancing the skills and experience of our staff, the quality of our services delivered to clients and the efficiency of our operations, including the vetting, engagement and management of third party suppliers to clients. In the course of such activities, during the term of the agreements, we and persons connected with us may receive various benefits, including:

- Training services from suppliers to you, which may be paid for by us or provided by the supplier on a free or concessional basis, for the purpose of enhancing the skills and experience of our staff, the quality of services delivered to clients and the efficiency of our operations, provided that these are disclosed in the attached training services schedule or otherwise approved by you in accordance with Section 57(3A) of the Strata Schemes Management Act 2015. Such training could include:
  (a) Entry into an agreement with a training services provider for provision of continuous professional development or other training services required or considered appropriate by our staff, involving fees paid by us.
  (b) Entry into a subscription agreement for access to template documents and other training materials for a subscription period, involving a subscription fee paid by us.
  (c) In office presentations, attendance of seminars or access to web-based resources on topics of interest to our staff, which may be paid for by us or provided by the provider on a free or concessional basis.
- Training services from suppliers of goods or services to you, paid for by you as a benefit included in the price for the relevant goods or services, e.g. a supplier of equipment may provide training in relation to safe use of that equipment, a bank may provide software tools or other guidance with delivery of banking services or an insurer may provide training and other guidance assisting with claims management procedures.
- Gifts or other benefits connected with the performance of our functions, provided those gifts or other benefits have a value that is less than the amount prescribed amount under Section 57(3)(d) of the Strata Schemes Management Act 2015 and Regulation 63 of the Strata Schemes Management Regulation 2016.

With respect to commissions payable by suppliers of insurance and other goods and services to you arising from placement of business by us on your behalf, we do not receive any commission, resulting in a lower overall quote for the insurance services provided.

As there is no commission, we do charge for services supplied to the owners corporation to assist them in obtaining the required insurance, in accordance with the rates specified in the Service Schedule.

You otherwise approve our receipt of such benefits on our own account and without obligation to account or report to you in relation to such benefits, except to the extent required by the Strata Schemes Management Act 2015 or other law.

NSW Fair Trading interprets the Strata Schemes Management Act 2015 such that:

- “Engagement” of a provider by an agency alone renders the agency and provider connected persons requiring disclosure to client schemes for which the provider is a supplier.
- Receipt of training services must be disclosed, even if paid for by the agency and even if it does not involve a conflict of interest or even relevance to a client scheme.

Accordingly, we disclose to you that we may receive the training services specified in the training services schedule (forming Part 1 of the attached Disclosure Statement) or otherwise contemplated by this provision.

6. CONNECTIONS & INTERESTS

We disclose the connections and interests specified in Part 2 of the attached Disclosure Statement.

7. THE AGENCY AGREEMENT & CONTRACT STRUCTURE

We ask you to consider the following:

- The fundamental purpose of the agreement is your appointment of us as your strata managing agent. In doing so, it creates an agency relationship. Although the relationship involves a supply of services, an agency relationship is different to a conventional contractual supply of goods and services. In particular, an agent has authority, within specified limits, to act on behalf of a client. This may extend to authority to incur obligations and expense on behalf of the client. However, this is appropriate and in fact the point of the contract.
- This authority protects the client. A strata committee may lack the expertise and resources necessary to deal effectively and promptly with issues impacting the scheme as the need arises and be overwhelmed by them. For that reason, it is normal practice to appoint a strata managing agent, who will have the expertise and resources required to do so. However, this will necessitate the agent having some discretion, given that practical considerations and time constraints may preclude referral of issues back to the client before action, e.g. a minor repair or communication made promptly may pre-empt a serious safety hazard or disruption to amenity. Bear in mind that, in addition to the requirements of the contract and the standards we set ourselves, we have significant obligations in relation to performance of our functions, including legislative requirements and practice rules under the Property and Stock Agents Act 2002 and Strata Schemes Management Act 2015, as well as fiduciary duties under agency law.
- This authority also protects our legitimate commercial interests. Acting as your agent, we will effectively be standing in your shoes and taking action on your behalf. We are as concerned as you that this be done properly, e.g. consistently with relevant laws and safety requirements, necessitating discretion and in some cases action without reference to you.
- As we do not know precisely what services you will require in the future, service delivery under the contract has been structured as follows:
    - We will provide services identified as Primary Services in accordance with the terms of the contract.
    - We will provide services identified as Further Services if you request that we provide those services and we agree to provide those services, in which case such Further Services will be provided at the rates and on the terms specified in the contract.
    - You must engage us to provide Further Services, unless we have declined to do so.

  We have structured service delivery in this way to protect your interests, as well as our own. In particular:

- Given that you may or may not require particular Further Services, structuring service delivery in this way gives you the option to select the Further Services you require, without the need to commit to payment for services which you may not require.
- Given that it may not be appropriate for us to provide particular Further Services, e.g. where they require technical knowledge or experience or additional licenses or insurance, it is in your best interests and ours that we retain discretion whether to provide particular Further Services. It is of course our intent to provide Further Services where appropriate and otherwise to recommend third parties with suitable expertise.
- The purpose of our right of first refusal in relation to provision of Further Services is ensuring safe and efficient delivery of services within the scheme. Although it may be appropriate or even necessary to engage third-party consultants in relation to certain Further Services, it is in your best interests and ours and necessary for proper fulfilment of our agency function that we be able to manage provision of services within the scheme. This reflects the commitment we have made to resourcing this contract, i.e. engaging human and other resources necessary to satisfy anticipated service levels. More importantly, this will facilitate coordination of persons working on common property, which will in turn have implications for health and safety and amenity within the scheme, as well as aiding in ensuring consistent standards.

SERVICE SCHEDULE

In connection with the exercise of our functions as strata managing agent under the agency agreement to which this proposal is attached, the extent of our authority (and any limitations on that authority) to perform the following duties is as specified below:

Duty	Full Authority	Limited Authority	No Authority
Undertaking the financial management of funds and books of account	☒	☐	☐
Holding documents and maintaining records relating to the scheme (for example, the strata roll, notices and minutes of meetings)	☒	☐	☐
Arranging building inspections and reports	☐	☒	☐
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do so and detailing limitations on expenditure that may be incurred by the agent without obtaining the approval of the person on behalf of whom the agent is acting	☐	☒	☐
Paying disbursements and expenses incurred in connection with the agent's management of the scheme	☒	☐	☐
Arranging insurance cover for the scheme	☐	☒	☐
Serving notices to comply with a by-law	☐	☒	☐
Managing the capital works fund and the administrative fund	☐	☒	☐
Undertaking steps necessary to recover any money owing in relation to levies	☐	☒	☐
Representing the owners corporation or association in tribunal or court proceedings	☐	☒	☐
Paying accounts in relation to the scheme (for example, accounts for water charges, council rates and maintenance)	☐	☒	☐
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings	☒	☐	☐

The services which we will provide, subject to the provisions of the agency agreement and our charges for them, are set out below:

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Financial Management & Books of Account				
Initial set up of statutory accounts for the Scheme following our appointment	☒	☐		
Establish trust account in our general trust account	☒	☐		
Maintain statutory accounting reports	☒	☐		
Prepare statutory accounting reports	☒	☐		
Establish and maintain bank accounts and prepare bank reconciliation	☒	☐		
Taxation related activities including ABN registration, engagement of accountants to prepare BAS and other taxation returns	☐	☒	$165.00 hourly charge (min. 1 hour)	
Activities relating to employees of the owners corporation including maintenance of records and payment	☐	☒	Accounts Team hourly charge (15 min. increments)	
Establish and maintain investment accounts	☐	☒	Accounts Team hourly charge (15 min. increments)	
Any other service relating to financial management of funds and books of account not listed above	☐	☒	Accounts Team hourly charge (15 min. increments)	

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Documents & Records				
Initial set up of records for the Scheme following our appointment	☐	☒	$165.00 per hour (min 2 hours)	
Maintain common seal	☒	☐		
Maintain strata roll, including review related notices of interests.	☒	☐		
Maintain minute book	☒	☐		
Maintain routine correspondence	☒	☐		
Facilitating inspection of records pursuant to Section 182 of the Strata Management Act 2015	☐	☒	An amount equal to the statutory fee payable by the inspecting party to You	
Providing strata information certificate under Section 184 of the Strata Schemes Management Act 2015	☐	☒	An amount equal to the statutory fee payable to You by the requesting party	

Scanning documents if sent by email, posted on line or prior to handover or destruction of physical records	☒	☐		
Arranging the handover of Your books, records and accounts to another strata managing agent if appointed by court order or tribunal	☐	☒	$330.00	
Arranging the handover of Your books, records and accounts to you on expiry or termination of our appointment or as required by law.	☐	☒	$330.00	
Expenses incurred maintaining records of the scheme, including costs of storing records with a storage facility	☐	☒	$198.00 p.a.	
Any other service relating to maintenance of documents and records not listed above	☐	☒	Accounts Team hourly charge (15 min increments)	

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Disbursements and Expenses				
Paying disbursements and expenses incurred in connection with our management of the scheme	☒	☐		
Any other service relating to payment of disbursements and expenses not listed above	☒	☐		

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Building Inspections and Reports				
Arranging fire safety statements and inspections required in order to ensure compliance with the Work Health and Safety Act 2011 or other legislation	☐	☒	Admin Team hourly charge (min. 2 hour)	Only upon Owners Corporation or Strata Committee Instruction.
Arranging and Reviewing: Termite/Pest Inspections; Asbestos Reports; Safety Audits	☐	☒	$220.00 per report	
Any other service relating to building inspections and reports not listed above	☐	☒	Relevant Staff Member hourly	

			fee (15 min increments)	

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Repairs and Maintenance				
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do so	☒	☐	Hourly rates for time spent engaging and dealing with contractor	Only upon receipt of an instruction from an Owner, Tenant, Property Manager or other interested party of a necessary repair or maintenance item to the Common Property.
Attending to and engaging contractors to attend to fire and other emergency situations pertaining to the common property or any lot.	☒	☐		Only upon receipt of an instruction from an Owner, Tenant, Property Manager or other interested party of a necessary repair or maintenance item to the Common Property.
Preparation/Review and/or execution of Minor Works Agreement/Home Owners Warranty Insurance documentation	☐	☒	$165.00/ agreement	
Any other service relating to repairs and maintenance not listed above Maintenance	☐	☒	Relevant Staff Member hourly fee (15 min increments)	

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Insurance Cover				
Arranging insurance valuations as required by law, coordination with the	☐	☒	$165.00	Following instruction from

Broker/Insurer to increase the sum insured per the recommendations and advice to the Owners Corporation of the action.				Owners Corporation/ Strata Committee
Arranging insurance quotations and provision of information to Insurers /Brokers to facilitate the quotation process.	☒	☐		Following instruction from Owners Corporation/Strata Committee
Effecting insurance cover for the scheme	☒	☐		
Lodging and pursuing insurance claims	☐	☒	Relevant Staff Member hourly fee (min. 1 hour and then 15 min increments)	
Any other service relating to insurance not listed above	☐	☒	Relevant Staff Member hourly fee (15 min increments)	

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
By-Laws				
Serving notices to comply with a by-law	☐	☒	Relevant Staff Member hourly fee (30 min increments)	Only upon written instruction from Committee/Owners Corporation
Making of by-laws or amendments to existing by-laws	☐	☒	Relevant Staff Member hourly fee (min. 1 hour)	Role limited to convening meetings, instructing solicitors, preparation of documents and updating consolidated by-laws maintained for Client
Any other service relating to by-laws not listed above	☐	☒	Relevant Staff Member hourly fee (15 min increments)	

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)

Capital Works Fund & Administrative Fund				
Prepare capital works fund and administrative fund budgets	☒	☐		
Arranging for the provision of 10 year capital works fund plan by appropriate consultant	☐	☒	Relevant Staff Member hourly fee (15 min increments)	Upon instruction from the Owners Corporation
Arranging for review of 10 year capital works fund plan by appropriate consultant as required by law	☐	☒	Relevant Staff Member hourly fee (15 min increments)	Upon instruction from the Owners Corporation
Any other service relating to management of the capital works fund and administration not listed above	☐	☒	Relevant Staff Member hourly fee (15 min increments)	

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Levy Recovery				
Establish levy payment facility	☒	☐		
Issue levy notice	☐	☒	Postage cost plus $0.55c per page	
Issue overdue levy notice and letter	☐	☒	**$27.50**	Upon instruction from the Owners Corporation
Issue letter of demand prior to taking recovery action + levy notice	☐	☒	**$55.00**	Upon instruction from the Owners Corporation
Issue letter of commencement to lot owner	☐	☒	$110.00	Upon instruction from the Owners Corporation
Instructing collection agency and/or solicitors to commence and pursue recovery action	☐	☒	$132.00	Upon instruction from the Owners Corporation
Draft and Execute Payment Agreement	☐	☒	$66.00 per agreement	Upon instruction from the Owners Corporation
Any other service relating to levy recovery not listed above	☐	☒	Relevant Staff Member hourly fee (15 min increments)	

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Representation in Proceedings				

Preparation for and attendance at tribunal proceedings representing you	☐	☒	Relevant Staff Member hourly fee (15 min increments)	Upon instruction from the Owners Corporation/Strata Committee
Management of the building defect rectification process including dealing with owners issues and complaints, arranging the engagement of lawyers and other consultants, arranging access and ancillary services	☐	☒	Relevant Staff Member hourly fee (15 min increments)	Upon instruction from the Owners Corporation/Strata Committee
Engaging appropriately qualified lawyers to provide legal advice and/or represent You in court or tribunal proceedings	☐	☒	Relevant Staff Member hourly fee (15 min increments)	Upon instruction from the Owners Corporation/Strata Committee
Any other service relating to representation in proceedings not listed above	☐	☒	Relevant Staff Member hourly fee (15 min increments)	

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Payment of Accounts				
Receiving, processing and paying invoices relating to the Scheme	☒	☐		
Any other service relating to payment of accounts not listed above	☒	☐		
Invoice approval system by Committee	☐	☒	$55.00 per month	Only upon written instructions from the Committee
Creditor Insurance System	☐	☒	$99.00 p.a.	

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Administrative Duties in relation to Meetings				
Arranging and undertaking administrative duties in relation to annual general meetings – limited to first 2 hours during our normal office hours (incl. travel)	☒	☐		
Arranging and undertaking administrative duties in relation to annual general meetings – in excess of first 2 hours or outside our normal office hours	☐	☒	Relevant Staff Member hourly fee (15 min increments)	

Reschedule cancelled meeting or reconvene adjourned meeting	☐	☒	$220 In addition to Hourly rates for time incurred (15 min. increments)	
Expenses incurred arranging meetings, including venue cost (if not at our office), refreshments, security, interpreter services and any facilities We consider necessary or appropriate	☐	☒	$At cost In addition to Hourly rates for time incurred (15 min. increments)	
Arranging and undertaking administrative duties in relation to other committee/general meetings	☐	☒	Relevant Staff Member hourly fee (min. 1 hour)	
Any other service relating to payment of meetings not listed above	☐	☒	Relevant Staff Member hourly fee (15 min increments)	

Function/Service	Primary Service	Further Service	Charging basis (if Further Service)	Limitation on Authority (if any)
Other				
'Disbursements' inclusive of: Telephone, Email (relating to agreed services), Portal Access (where available), Processing EFT Payments to Suppliers, Receipting of Levy Payments, Issuing Certificate of Currency	☐	☒	$55.00 per lot p.a.	
Photocopies	☐	☒	$0.55c per page	
Postage	☐	☒	$At Cost	
SMS/Text Message	☐	☒	$0.20c per msg	
After Hour Emergency Calls and coordination of relevant Trade after hours	☐	☒	$220.00 per call	
Preparation of Correspondence to Residents/Owners/Property Manager/Relevant Authority/Other Entity necessary	☐	☒	$66.00 Letter	
Use of Docusign (agency agreement/payment plan)	☐	☒	$10.00/envelope	
Works pertaining to Strata Hub and S. 55 Reporting	☐	☒	$165.00 per hour (min. 1 hour)	
Voting Website	☐	☒	$At Cost	
Review of Utility/Service Contracts and Negotiation of terms	☐	☒	$66.00/contract p.a.	

Any other services which We agree to provide to You at your request, which are not specified to be Primary Services under this agreement.	☐	☒	Relevant Staff Member hourly fee (15 min increments)	
Any services which are not specified to be Primary Services under this agreement and any additional time spent performing Primary Services which We, acting reasonably, determine are necessary or appropriate in order to comply with changes in the law, including the Management Act.	☐	☒	Relevant Staff Member hourly fee (15 min increments)	

1. All charges are exclusive of GST unless expressly stated to be inclusive of GST.

2. Unless otherwise specified, our fees for Primary Services will be the Management Fee specified on the following pages of the agency agreement.

3. Unless otherwise specified, all Further Services will be charged at hourly rates on the following basis:

   - The charge will be calculated on a time costing basis for the time incurred by Us or our staff providing the Further Service

- General Manager/Managing Director -	$270.00
- Associate Director	$220.00
- Senior Strata Manager	$200.00
- Strata Manager	$170.00
- Admin/Accounting staff	$150.00

   - Further Service requiring time spent outside our normal office hours Hourly rates + 50 %.

   - These rates will be charged proportionately for work involving a shorter period than one hour, based on 15 minutes time units. For example, the time charge for an attendance of up to 15 minutes will be 15 minutes and the time charged for an attendance between 15 and 30 minutes will be 30 minutes.
   - We may, without obligation to do so, increase such hourly rates, but not more than once in any 12 month period, by an amount of no greater than 5%.

4. Unless otherwise specified, expenses incurred in performing our functions or providing services under this agreement will be charged at cost to us plus an administration charge of $35.00 per 15 minutes time units referenced above.

DISCLOSURE STATEMENT

Part 1 – TRAINING SERVICES SCHEDULE

TRAINING SERVICES SCHEDULE					
Provider	**Goods or services supplied to strata schemes, if any**	**Training provided – Nature, location & staff participating**	**Relationship with us, other than agreement to provide training, if any**	**Price paid, if not free**	**Estimated value, if free**
Bannermans Lawyers	Legal services	Current or possible future subscription to Bannermans Lawyers compliance pack, providing access to template documents and other training materials	No other relationship	Current subscription Yes Annual price: $2,800.00 Possible future subscription Yes Estimated price: $3,080.00	Not applicable
Bannermans Lawyers	Legal services	Provision of staff training during the term of the agency agreement, including presentation of in-house seminars, attendance of seminars and access to web-based materials on topics of	No other relationship	Not applicable	$1,000.00

		interest to participants in the strata sector			
Honan Insurance Group/Marsh	Insurance Services	Provision of staff training during the term of the agency agreement which may include in-house seminars and attendance of seminars	No other relationship	Not applicable	$1,000.00
SCA NSW	Strata Services Industry Membership	Provision of staff training during the term of the agency agreement which may include in-house seminars and attendance of seminars	No other relationship	Current subscription Yes Annual price: $5,100.00 Possible future subscription Yes Estimated price: $6,527.00	No applicable

PART 2- CONNECTED PERSONS SCHEDULE

CONNECTED PERSONS SCHEDULE		
Persons who are suppliers or potential suppliers to you, in relation to whom we are a "connected person" for the purposes of the act, by reason of the relationship or potential future relationship specified below		
Supplier	**Goods or services supplied to strata schemes**	**Nature of relationship with us**
Bannermans Lawyers	Legal services	Provision of training services, including current or potential future subscription to Bannermans Lawyers Compliance Pack - refer training services schedule
Honan Insurance Group/Marsh Insurance	Insurance services	Provision of staff training during the term of the agency agreement which may include in-house seminars and attendance of seminars – refer training services schedule

STRATA MANAGEMENT AGENCY AGREEMENT

Agent/Licensee	
Name:	**Nepean Strata Management Pty Ltd**
Trading name:	**Stanton and Taylor Strata Management**
ABN:	**25 276 570 242**
Licence number:	**878103**
Professional indemnity insurance cover:	**In accordance with Section 22 of the Agents Act**
Address:	**Level 1, 314 High Street, Penrith NSW 2750**
Fax:	**N/A**
Phone:	**0247 212 444**
Email:	**info@stsm.com.au**

Client	
Name:	**The Owners – Strata Plan No. 63789**
ABN (if registered):	**65 910 610 476**
Address of scheme property:	**11-13 Fourth Avenue, Blacktown**
Address for service:	**C/- STSM, PO Box 5 Penrith NSW 2751**
Representative:	
Fax:	
Phone:	
Email:	

Contract Particulars:	
Commencement Date of Appointment:	**11 February 2026**
Term of Appointment (maximum 3 years):	**3 years**
Management Fee (annual):	**$19,386.07 inclusive of GST**

EXECUTED by the parties as an agreement. Dated:

EXECUTED by the AGENT pursuant to Section 127 of the Corporations Act 2001 by:

Signature:		Signature:	
Name:	Luke Kelly	Name:	Vanessa Best
Capacity:	Director	Capacity:	Authorised Person

Executed by the CLIENT

Affix Common Seal here

THE COMMON SEAL of the CLIENT was affixed on in the presence of the persons named below, being persons authorised by Section 273 of the Strata Schemes Management Act 2015 to witness and attest the affixing of the common seal:

Signature:		Signature:	
Name:		Name:	
Capacity:		Capacity:	
Date received:			
Name:			
Signature:			

1. Appointment & Services

1.1 You appoint Us as your strata managing agent, for the Term, with effect from the Commencement Date and You warrant that You have authority to enter into this agreement and to make this appointment.

1.2 For the purpose of performing our functions as strata managing agent and providing you with services under this agreement, You delegate to us the functions specified in the attached strata management proposal. The extent of our authority to act as agent on your behalf in providing services under this agreement is set out in that proposal.

1.3 You must provide us with any further instructions, information or other assistance reasonably requested by us for the purpose of performing our functions under this agreement and ensure that such instructions or information are not false, misleading or incomplete. This includes details of any defect in or hazard relating to the property comprising the strata scheme which may adversely impact on the safe and efficient performance of Our functions under this agreement, except to the extent to which We may be aware of or ought reasonably be aware of such circumstances.

1.4 Delegation to us of functions and authority to carry out those functions does not of itself oblige us to perform those functions. Our obligation to perform functions delegated to us and to provide particular services will be as follows:

a. We will perform those duties which are specified to be Primary Services.

b. We may perform such of the services as are specified to be Further Services, if you request us to do so and if we in our discretion agree to do so. We will act reasonably in exercising that discretion.

c. Unless required by law, we are not required to provide a Primary Service or Further Service if:

1. You have failed to provide any further instructions, information or other assistance reasonably requested by Us in relation to the action required; or

2. Such action is of a specialist or technical nature outside our expertise and requiring engagement of an appropriate consultant; or

3. Such action would be in breach of the law, infringe any third party's rights or create a hazard to the safety of any person or property.

We will make a reasonable credit in relation to any Primary Service which we do not provide due to this provision, unless the circumstances preventing provision of the service were within your reasonable control and outside our reasonable control and power to mitigate. The credit would be based on our reasonable estimate of the percentage reduction in time costs performing Primary Services for the relevant period.

We will not charge you for a Further Service which we do not provide due to this provision.

d. You grant us a right of first refusal, during the Term of our appointment, to provide Further Services to you and must not engage any person to provide a Further Service, unless we have declined a request by You to provide that Further Service. You acknowledge that, given our role as your strata managing agent and functions in relation to management of common property, this right is reasonably necessary to protect legitimate interests relating to safe and efficient use of common property and performance of the functions as agent.

1.5 We may, at your cost, without obligation to do so, take such measures as We, acting reasonably, consider appropriate for the purpose of ensuring that, in the course of carrying out the activities contemplated by this agreement, the requirements of the Work Health and Safety Act 2011 & Work Health and Safety Regulation 2011 ("WHS"), the Anti Discrimination Act 1977 NSW ("ADA") and the Disability Discrimination Act 2002 ("DDA") are satisfied, including:

a. engaging a contractor to take appropriate action to correct any issue pertaining to the common property which may present a hazard to the safety of any person or property.

b. engaging a contractor or consultant to provide such equipment and/or services as We acting reasonably determine are necessary in order to avoid discrimination under the ADA or DDA. For the avoidance of doubt, this may include measures to assist participation in meetings by persons with disabilities.

c. engaging a consultant to provide any report considered necessary or appropriate.

d. engaging security personnel and/or security measures in order to ensure security at your meetings and/or attendance by our staff at your common property.

e. declining to enter into agreements on your behalf with third parties such as contractors, caretakers and building managers if We are not satisfied that proper procedures have been followed in order to ensure compliance with the WHS.

f. requiring You to review existing agreements with third parties, where the arrangements involve a risk of non-compliance with the WHS.

1.6 While we retain records for you, we may store them at our premises or at an offsite storage facility at your cost. To the extent permitted by law, we may make a digital copy of any documents and other physical records maintained for you and then either hand those records over to you or destroy them.

2. Fees & Charges

2.1 You must remunerate Us for the functions performed by Us and services provided by Us under this agreement as follows:

a. You must pay us the Management Fee specified in page 1 of this agreement, by equal monthly instalments, monthly in advance, on the following basis:

1. This represents our remuneration for the Primary Services and no additional fee will be payable for Primary Services, unless otherwise agreed.

2. We may, without obligation to do so, increase the Management Fee, but not more than once in any 12 month period, by the greater of:

a. 4.40%.

b. The increase, in percentage terms, in the Consumer Price Index (All Groups) Sydney ("CPI") as between the date of review and the latter of the date of commencement of our appointment and the date of the last such review.

b. You must pay Us the charges for Further Services specified in the attached strata management proposal ("Further Service Fees"), on the following basis:

1. We will invoice such Further Service Fees calendar monthly in arrears.

2. You must pay a valid invoice within 14 days of the date of issue.

c. You must reimburse us for any expenses incurred by us in performing our functions and providing services under this agreement on the following basis:

1. We will invoice such amounts calendar monthly in arrears.

2. You must pay a valid invoice within 14 days of the date of issue.

d. We may, by written notice to You, set off any amounts due by You to Us against any amount due to You by Us.

2.2 With respect to charges relating to recovery of amounts due to you by third parties, including arrears levy contributions, we will on your behalf invoice debtors for any reimbursement of our collection fees to which you may be entitled, but you remain primarily liable for those fees.

2.3 Unless otherwise specified in this agreement, any fees payable pursuant to this agreement are exclusive of GST and if a party makes a taxable supply for the purposes of the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act"), the recipient of the supply must in addition to the consideration payable for the supply, at the time of payment of such consideration, pay an amount equal to the GST payable by the supplier in respect of the supply, but subject to receipt of a valid tax invoice.

2.4 You authorise us to receive and retain on our own account commissions and training services of the type specified in Section 5 "Commissions & Training Service" of the proposal to which these terms are attached as benefits which we are entitled to receive and retain on our own account.

3. Liability & Indemnity

3.1 To the extent permitted by law, You release Us from all liability to You for any loss, damage, liability or expense ("Loss") incurred by You with respect to or arising from performance of Our functions under this agreement to the extent that such Loss was caused by:

3.1.1 Breach of contract, negligence or wilful misconduct by You or any person for whose actions You are vicariously liable.

3.1.2 Our reliance on false, misleading or incomplete instructions or information provided by You.

3.1.3 Your failure to advise Us of any defect in or hazard relating to the property comprising the strata scheme, if You were required to do so.

3.1.4 Your failure to follow advice given by Us or any third party consultant.

3.2 To the extent permitted by law, You indemnify Us in relation to:

3.2.1 Any expenses incurred by Us performing any functions on your behalf as agent under this agreement, except to the extent that this agreement may expressly provide that We are to bear such expenses.

3.2.2 Any liability which We may have to any third-party and any costs, expenses or liabilities We may incur in relation to any claims made or proceedings commenced or threatened by such third party ("Claims") to the extent that such Claims arise from Our acting as agent for You pursuant to this agreement and to the extent that such Claims were caused by:

3.2.2.1 Breach of contract, negligence or wilful misconduct by You or any person for whose actions You are vicariously liable.

3.2.2.2 Our reliance on false, misleading or incomplete instructions or information provided by You.

3.2.2.3 Your failure to advise Us of any defect in or hazard relating to the property comprising the strata scheme, if You were required to do so.

3.2.2.4 Your failure to follow advice given by Us or any third party consultant.

3.2.3 Any Loss incurred by Us arising from this agreement or the activities contemplated by this agreement:

3.2.3.1 To the extent that such Loss was caused by breach of contract, negligence or wilful misconduct by You or any person for whose actions You are vicariously liable.

3.2.3.2 To the extent that such Loss is outside Our reasonable control or power to mitigate.

4. Termination:

4.1 Either party ("Terminating Party") may terminate this agreement by mutual consent, or alternatively, by written notice in writing to the other party ("Defaulting Party"), without prejudice to any antecedent rights, if:

a. The Defaulting Party is in breach of any material obligation under this agreement and such breach is not remedied within 28 days after the service of a notice by the Terminating Party, identifying and requiring rectification of the breach.

b. A liquidator, administrator, receiver or receiver and manager is appointed in relation to the Defaulting Party.

c. If We are the Defaulting Party, we cease to hold any licence required to perform our functions under this agreement.

d. If You are the Defaulting Party, your scheme is varied or terminated In a manner which materially and adversely impacts on the cost to Us of performing Our functions under this agreement or which renders our performance of those functions in breach of the law, the rights of any third party or unsafe. Our intention is, in such circumstances, to negotiate with You in good faith variation of this agreement or entry into a new agreement.

4.2 On expiry or termination of this agreement, we must reconcile and adjust between ourselves, within 28 days of the date of expiration or termination, any amounts due between us.

4.3 The parties agree as follows:

a. Each party agrees not to do or permit any third party to do anything which materially prejudice the health and safety or physical or emotional well-being of an officer or employee of the other party, including without limitation engaging in violent, harassing or bullying conduct.

b. Either party may terminate this agreement if the other party has breached its obligation under paragraph a and the terminating party acting reasonably considers it necessary to terminate this agreement in order to protect the health and

safety or physical or emotional well-being of the relevant officer or employee.

5. Interpretation

5.1 The following provisions, required by the Property and Stock Agents Act 2002 ("Agent's Act") and Property and Stock Agents Regulation 2022 ("Agent's Regulation"), will apply notwithstanding any contrary provision in this agreement:

a. We do not have and may not exercise any of the powers, authorities, duties or functions of the owners corporation, association or strata corporation that are conferred on another strata managing agent or managing agent appointed for the owners corporation, association or strata corporation for the time being under section 237 of the Strata Schemes Management Act 2015 or section 196 of the Community Land Management Act 2021.

b. This agreement is terminated on the appointment of a strata managing agent or managing agent under section 237 of the Strata Schemes Management Act 2015 or section 196 of the Community Land Management Act 2021 to exercise or perform all the functions of the owners corporation, association or strata committee.

c. We are not entitled to any remuneration by way of commission or otherwise in respect of any period after termination of this agreement as referred to in paragraph b.

d. We are not entitled to any payment (in the nature of a penalty or otherwise) by reason of the early termination of this agreement as referred to in paragraph b.

e. We are not entitled to indemnity against any liability to pay a fine that arises by virtue of section 57 of the Strata Schemes Management Act 2015.

5.2 Except to the extent permitted by law, and as expressly provided in this agreement, nothing contained in this agreement will be construed so as to permit any of the following:

- Our being indemnified against any losses, claims or liabilities experienced by you as a result of our actions.
- You being required to pay for our professional indemnity liabilities, including insurance excess.
- You being required to indemnify asked against any actions, costs, claims, suits, proceedings, expenses or demands that may arise as a result of us performing our duties and functions.
- Limiting our ability to a specified monetary amount or period of time.

and any such provision will be of no force and effect to the extent of any inconsistency.

5.3 This agreement, including the strata management proposal which We made to You prior to this agreement, a copy of which is annexed to this agreement, represents the whole of the parties' agreement regarding its subject matter and supersedes any prior understanding, representations and/or agreements, unless expressly reproduced in this agreement.

5.4 Definitions and Interpretation - for the purposes of construing this agreement, the following principles of interpretation will apply:

a. "CPI" as at a date means the Consumer Price Index (All Groups) Sydney last published before that date.

b. "We" and "Us" means the agent so named in page 1 of this agreement.

c. "You" and "Scheme" means the client so named in page 1 of this agreement.

d. Words and expressions defined in legislation will have the same meanings when used in this agreement.

e. A reference to any legislation includes a reference to any regulation or other delegated legislation under that legislation, as well as a reference to any legislation amending or replacing that legislation.

f. An obligation on the part of two or more parties binds them jointly and each of them severally.

SUPPLEMENTARY INFORMATION

Voting Eligibility

An unfinancial Owner, Mortgagee or Covenant Chargee cannot vote at a meeting (other than a motion requiring a unanimous resolution) unless payment has been made before the meeting of all contributions levied on the Owner, and any other amounts recoverable from the Owner, in relation to the Lot.

Voting or other rights may be exercised in person (if the addressee is an individual) or by a Company Nominee (if the addressee is a Corporation), or by a proxy appointed by the addressee.

Proxy Votes

A proxy instrument is ineffective unless it contains the date on which it is made and it is given to the secretary of the Owners Corporation in the case of a large Strata Scheme, at least 24 hours before the first meeting in relation to which the instrument is to operate or at or before the first meeting in relation to which the instrument is to operate in any other case.

Priority Vote

A vote at the meeting by an Owner of a Lot does not count if a priority vote is cast for the Lot in relation to the same matter.

A "priority vote" is defined in Cl 24 of Sch 1 of the Strata Schemes Management Act 2015. It means an Owner's vote does not count if a vote is cast on the same motion by:

A. the mortgagee shown on the strata roll for the Lot;
B. the covenant chargee shown on the strata roll for the Lot; or
C. in the case of multiple mortgagees or covenant chargees, the priority mortgagee or chargee shown on the strata roll for the Lot;

Quorum

A motion submitted at a meeting must not be considered, and an election must not be held, unless there is a quorum present to consider and vote on the motion or election.

A quorum is present at a meeting only in the following circumstances:

A. if not less than one-quarter of the persons entitled to vote on the motion or election are present either personally or by duly appointed proxy,
B. if not less than one-quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election,
C. if there are 2 persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than one owner in the strata scheme and the quorum otherwise calculated under this subclause would be less than 2 persons.

A person who has voted, or intends to vote, on a motion or at an election by a permitted means other than a vote in person, is taken to be present for the purposes of determining whether there is a quorum.

If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson must either adjourn the meeting for at least 7 days, or declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

If, at an adjourned meeting, a quorum is not present within the next half-hour after the time fixed for the meeting, the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

Please be advised that all reconvened Meetings will be held during business hours, within the Offices of Stanton and Taylor Strata Management.

Regulated Buildings
Under the Design & Building Practitioner Act 2020 (NSW)

Stanton and Taylor Strata Management
ABN 25 276 570 242

02 4721 2444
info@stsm.com.au
Level 1, 314 High Street,
Penrith NSW 2750
PO Box 5, Penrith NSW 2751

What is the DBP Act?

The Design and Building Practitioners Act 2020 (DBP Act) outlines obligations and mandatory requirements for industry practitioners to ensure designs and building work are compliant with the Building Code of Australia (BCA).

Which buildings does the DBP Act apply to?

The DBP Act primarily applies to *Class 2, 3 and 9c buildings*. This includes multi-unit apartment buildings (Class 2), boarding houses, hostels, and residential parts of hotels and motels (Class 3), and residential care buildings (Class 9c).

What type of works may be captured under the DBP Act?

- **Construction of new buildings:** This applies to all three classes (2, 3, and 9c).
- **Alterations and renovations:** This applies to Class 2 buildings and, as of July 1, 2024, to existing Class 3 and 9c buildings.
- **Remedial building work:** This refers to work to fix defects in existing buildings.
- **Regulated Designs:** Designs for building work that require development consent or are for waterproofing, fire safety systems with load-bearing components, or cladding are considered regulated designs under the DBP Act.
- **Residential Building Work:** This includes work on dwellings, like repairs, renovations or decorations with a cost exceeding $5,000.

Who is primarily responsible for ensuring compliance?

Under the DBP Act, registered building practitioners and design practitioners are primarily responsible for ensuring compliance with the Act. This includes lodging regulated designs and declarations on the NSW Planning Portal.

What are the Owners Corporation (OC) responsibilities?

The OC responsibilities include ensuring that all remedial building work is carried out by registered practitioners, that regulated designs are lodged, and that compliance declarations are obtained. The OC also has a duty to exercise reasonable care to avoid economic loss caused by defects in the building.

Where can I find more information?

https://www.fairtrading.nsw.gov.au/__data/assets/pdf_file/0010/1120501/Design-practitioners-handbook-final.pdf

Proxy Appointment Form

Strata Schemes Management Act 2015

Stanton and Taylor Strata Management
ABN 25 276 570 242

02 4721 2444
info@stsm.com.au
Level 1, 314 High Street,
Penrith NSW 2750
PO Box 5, Penrith NSW 2751

In the event that you cannot attend the meeting and would like to nominate another person to vote on your behalf, please complete the below form.

Date:	I/We:
The Owner/s of Lot _____	in Strata Plan No. **63789**
Appoint _____ as my/our proxy for the purposes of meetings of the owners' corporation (including adjourned meetings).	
If my/our first appointed proxy already holds the maximum number of proxies, I/we appoint _____ as my/our proxy for the purposes of meetings of the owners corporation (including adjourned meetings).	
Period or number of meetings for which appointment of proxy has effect: *Note: The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings, whichever is the greater. If no selection is made by the person giving the proxy, the proxy is effective only for one meeting.*	Please select the appropriate option ☐ 1 Meeting ☐ Period ____ months ☐ 12 months or 2 consecutive General Meetings
This form authorises the proxy to vote on my/our behalf on all matters	Please select the appropriate option ☐ YES ☐ NO (if no, please complete below section)
This form authorises the proxy to vote on my/our behalf on the following matters only:	

If a vote is taken on whether Stanton and Taylor Strata Management should be appointed/remain in office, or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:

☐ Stanton and Taylor Strata Management to remain in office

OR

☐ Stanton and Taylor Strata Management be terminated from office

I/We 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 all Owner/s: _____

(Signatures of all Owners registered on the Strata Roll are required for form to be validated)

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 (for 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 form is current from the day on which it is signed until the end of the period (if any) specified on the form or the first anniversary of that day or at the end of the second annual general meeting held after that day (whichever occurs first).
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.

COMPANY NOMINEE FORM

To _____ of _____

(Name of Person to be Appointed) (Address)

_____ (Company Name) herby authorises you to exercise or perform on its behalf any power, authority, duty or function conferred on the Company by or under the Strata Schemes Management Act 2015 with respect to the Company's interest in the Lot.

Date: _____

The Common Seal of _____ (Company Name) was hereunto affixed by authority of its Board of Directors in the presence of:

_____ _____

Director (Print Name) Secretary (Print Name)

_____ _____

Director (Signature) Secretary (Signature)