

SydneyStrataReport

property strata inspections

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STRATA REPORT

Client	Infinity Property Agents
Address of property	Unit 814/1 Bruce Bennetts Place, Maroubra, NSW.
Lot	119
Strata Plan	SP 74790
Name of Strata Management Co.	Strata Plus
Address of Strata agent	Surry Hills
Telephone Number of Strata Agent	9319 1899
Report Date	21 October 2021

General Information

Owner's Name	S. Rao
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Levy Contributions

Admin Fund per Quarter	\$1,465.41
Sinking Fund per Quarter	\$251.83
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$106,633.82
Sinking Fund Balance.	\$1,141,893.82

Insurances

Building Insurance	Yes
Sum Insured	Insured with the BMC.
Insurance Company	Co-Insurance Underwriters
Due Date	28 February 2022
Fire Safety Report Issuing Body	Held with the BMC
Certificate Date.	N/A
Pet Friendly?	Owners Corporation permission needed.

Meetings

Annual General Meeting 16 July 2012	Building insurance continued, Administration Fund set at \$411,007.00 p.a. Sinking Fund set at \$178,872.80 p.a.
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<p>Annual General Meeting 2 July 2013</p>	<p>All other matters were meeting formalities, Executive Committee Meeting: No maintenance tabled. Meeting closed.</p> <p>Building insurance continued, Administration Fund set at \$557,150.00 p.a. Sinking Fund set at \$55,000.00 p.a. All other matters were meeting formalities other than a dispute with lot 26 which was resolved later in the year, No other maintenance was tabled. Meeting closed.</p>
<p>Annual General Meeting 30 June 2014</p> <p>Annual General Meeting 15 June 2015</p>	<p>Building insurance continued, Administration Fund set at \$576,400.00 p.a. Sinking Fund set at \$57,200.00 p.a. All other matters were meeting formalities, no maintenance tabled at this or the Executive Committee Meeting that followed it. Meeting closed.</p> <p>Building insurance continued, Administration Fund set at \$576,400.00 p.a. Sinking Fund set at \$77,000.00 p.a. All other matters were meeting formalities as per the attachment. Executive Committee Meeting: No maintenance tabled. Meeting closed.</p>
<p>Annual General Meeting 16 June 2016</p>	<p>Building insurance continued, A window safety audit is to be done to ensure compliance with legislation on window child safety devices, Sinking Fund to be obtained, Administration Fund set at \$605,565.41 p.a. Sinking Fund set at \$110,000.00 p.a. Bylaw restricting short term leasing (specifically AIR BNB) to 3 month terms minimum, conditions are as per the attachment of this meeting, All other matters were meeting formalities as per the attachment, Executive Committee Meeting: No maintenance tabled. Meeting closed.</p>

Annual General Meeting 28 June 2017	Building insurance continued, Administration Fund set at \$782,072.00 p.a. Sinking Fund set at \$30,102.69 p.a. All other matters were meeting formalities as per the attachment. Executive Committee Meeting: General matters recorded only. Meeting closed.
Extraordinary General Meeting 7 March 2018 Annual General Meeting 14 August 2018	Resolved to approve a Deed of Settlement with the builders Lend Lease (attached with the defect report). Meeting closed. Building insurance continued, Administration Fund set at \$724,365.00 p.a. Sinking Fund set at \$87,057.50 p.a. All other matters were meeting formalities as per the attachment. Executive Committee Meeting: Meeting formalities recorded only as per the attachment below. Other general maintenance is as per the attachment. No maintenance tabled. Meeting closed.
Extraordinary General Meeting 20 June 2019 Annual General Meeting 4 July 2019	Basement hydraulic rectification works are to commence at a cost of \$1,773,216.00 A settlement is recorded to have been reached in the March 2018 meeting of \$2,382,680.00 Other general matters are as per the attachment below. Meeting closed. Building insurance continued, Administration Fund set at \$709,691.88 p.a. Sinking Fund set at \$116,925.00 p.a. All other matters were meeting formalities as per the attachment. Executive Committee Meeting: Meeting formalities recorded only as per the attachment of this meeting below. Other general maintenance is as per the attachment. No maintenance tabled. Meeting closed.

Annual General Meeting 29 July 2020	Administration Fund set at \$708,691.50 p.a. Sinking Fund set at \$120,550.41 p.a. Building insurance continued, All other matters were meeting formalities as per the attachment. Executive Committee Meeting: General matters recorded only. Meeting closed.
Strata Committee Meeting 27 April 2021 Strata Committee Meeting 22 September 2021 Annual General Meeting Notice 27 October 2021	Motion 5: An upgrade of the lifts is planned at a cost of \$900,000.00. To fund the remedial work is was decided to increase the Capital Works contributions by 25% in 2021 and then increase it by 3.1% over the next 9 years to account for inflation during the gradual refurbishment of the lifts. Funding this way will avoid the need for special levies. Other general matters are as per the attachment of this meeting below. Meeting formalities recorded only. Administration Fund proposed at \$763,825.70 p.a. Sinking Fund proposed at \$124,287.25 p.a. Building insurance continued, All other matters were meeting formalities as per the attachment. Executive Committee Meeting: General matters recorded only. Meeting closed.
	This strata report is to be taken in context with the scans below. The Defects Deed of Settlement is separately attached and dated 2019 but defect were mostly remediated in the 2012-2016 period. The planned increase of the Capital Works contributions appears not to have taken place as the committee would not have been aware of the lockdowns that took place in the coming months. In time this increase will probably take place so prospective purchasers should bear this in mind in any purchase of lots in the building. All records are searched but we cannot claim to have sighted every file related to each search.

PANORAMA - SP74790
1 Bruce Bennetts Place MAROUBRA NSW 2035

Member Statement
ABN: 80 351 183 859

01/12/2020 through 21/10/2021

S Rao
 C/- Infinity Property Agents
 Suite 38
 112-122 McEvoy Street
 ALEXANDRIA NSW 2015

Statement Date	21-Oct-2021
Plan Ref.	74790
Property Address	Unit 814 Lot 119 1 Bruce Bennetts Place MAROUBRA NSW 2035
Enquiries (9am-5pm Mon-Fri)	81988500
Mail	PO Box H181 AUSTRALIA SQUARE NSW 1215
Email	levies@strataplus.com.au
Website	www.strataplus.com.au

Date	Due Date	Details	Debit (\$)	Credit (\$)	Balance (\$)
30/11/2020		Members Transaction Balance at: 30/11/2020			0.00
21/12/2020	01/02/2021	Administration Fund (01/02/21 - 30/04/21)	1,465.41		1,465.41
21/12/2020	01/02/2021	Capital Works Fund (01/02/21 - 30/04/21)	251.83		1,717.24
22/01/2021		Deposit BPAY		(1,717.24)	0.00
25/03/2021	01/05/2021	Administration Fund (01/05/21 - 31/07/21)	1,465.41		1,465.41
25/03/2021	01/05/2021	Capital Works Fund (01/05/21 - 31/07/21)	251.83		1,717.24
19/04/2021		Deposit BPAY		(1,717.24)	0.00
09/07/2021	09/08/2021	Administration Fund (01/08/21 - 31/10/21)	1,465.41		1,465.41
09/07/2021	09/08/2021	Capital Works Fund (01/08/21 - 31/10/21)	251.83		1,717.24
27/07/2021		Deposit BPAY		(1,717.24)	0.00
			5,151.72	(5,151.72)	0.00

Statement Summary 01/12/2020 through 21/10/2021

General Admin Levies	4,396.23	Capital Works Fund Levies	755.49
General Admin Interest	0.00	Capital Works Fund Interest	0.00



Payment Slip

Strata Plus

* Register at deft.com.au or by calling 1800 672 162. Your Reference Number: 2671 7807 7100 5122 3



Post this payment slip with your cheque made payable to:
Strata Plus ITF SP 74790
 Receipts will not be issued for mailed payments.
 Do not include correspondence with your payment.

Post: DEFT Payment Systems
 GPO Box 4690
 SYDNEY NSW 2001

S Rao
Plan: 74790
 Unit 814
 Lot 119



Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: www.bpay.com.au

Biller Code: 96503

Ref: 2671 7807 7100 5122 3



Pay by credit card or registered bank account at www.deft.com.au or phone **1300 30 10 90**. Payments by credit card may attract a surcharge.

Ref: 2671 7807 7100 5122 3

**No Payment
Required**



Please present page intact at any post office.
 Payments may be made by cash (up to \$9,999.99),
 cheque or EFTPOS. Payments made at Australia
 Post will incur a \$2.75 DEFT processing fee.



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PANORAMA - SP74790
1 Bruce Bennetts Place MAROUBRA NSW 2035

Member Statement
ABN: 80 351 183 859

01/12/2020 through 21/10/2021

Access Your Account Online

You can access your account transaction history via My Property portal . Simply click on Owners Login on the Strata+ website.

If you have misplaced your login details simply click on Request Owners Login on the Strata+ website.

DIRECT DEBIT FACILITY

If you are up to date with your levies, you can use this facility to avoid late payment fees, and your payment amount will automatically adjust after an AGM .

We have a 60 second video that shows how easy it is. Simply select Strata FAQ in the Resource menu on the Strata + website, then select the How to set up a direct debit video.

FREQUENTLY ASKED QUESTIONS

We have 60 second videos to help you find the answer to your strata levy question.

Simply select Strata FAQ in the Resource menu on the Strata + website, then select Strata Levies to see the different questions .

*Opening Balance (unpaid amount from previously issued invoice) is payable by the due date specified on that invoice. Please check your invoice details and, if required, pay the opening balance immediately.

**The Owners - Strata Plan No. 74790**

ABN 80 351 183 859

PANORAMA - SP74790

1 Bruce Bennetts Place MAROUBRA NSW 2035

Balance Sheet Detail

as at 21/10/2021

Registered for GST

(\$)

Assets

810 - Levies in Arrears/(Advance) - Total		19,273.70
825 - Cash At Bank		
825.10 - Cheque Account		
825.10.1 - Administrative Fund	78,030.99	
825.10.2 - Capital Works/Sinking Fund	210,848.30	
825.20 - Investments		
825.20.1 - Investment #1	261,003.61	
825.20.2 - Investment #2	134,117.73	
825.20.3 - Investment #3	140,654.85	
825.20.4 - Investment #4	184,631.36	
825.20.5 - Investment #5	107,076.95	
825.20.6 - Investment #6	103,838.97	
825 - Cash At Bank - Total		1,220,202.76
845 - Other Debtors - Total		15.00
	Total Assets	<u>1,239,491.46</u>
Less Liabilities		
925 - Trade Creditors - Total		181.48
940 - GST Clearing - Total		(9,217.01)
	Total Liabilities	<u>(9,035.53)</u>
	Net Assets	<u><u>1,248,526.99</u></u>
Represented by:		
610 - Administrative Fund as at 01/05/2021		164,795.77
Deficit - Administration Fund		(58,162.55)
	Administration Fund Reserve	<u>106,633.22</u>
650 - Capital Works/Sinking Fund as at 01/05/2021		1,087,199.85
Surplus - Capital Works Fund		54,693.92
	Capital Works Fund Reserve	<u>1,141,893.77</u>
	Total Equity	<u><u>1,248,526.99</u></u>


Certificate of Currency

Insured:	The Owners - Strata Plan No 74790
Policy Number:	01GS543987
Policy Period:	From: 4PM on 28/02/2021 To: 4PM on 28/02/2022
Particulars Of Insurance:	Residential Strata Insurance
Location:	"Pacific Square" 717 Anzac Parade, Maroubra NSW 2035
Sum Insured:	
General Liability	\$50,000,000
Crime Insurance	\$100,000
Management Committee Liability	\$10,000,000
Voluntary Workers (in the aggregate any one period)	\$200,000
Voluntary Workers (per volunteer)	\$200,000
Professional Expenses (in the aggregate any one period)	\$30,000
Appeal Expenses (in the aggregate any one period)	\$150,000
Chubb Proportion:	100%
Date:	26 February 2021

All the values on this Certificate of Currency are correct as at 26 February 2021 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

A handwritten signature in blue ink, appearing to read 'Vg' followed by a stylized flourish.

Vera Gusavac | **Chubb Insurance Australia Limited**
Strata Underwriter, NSW/ACT

MINUTES OF ANNUAL GENERAL MEETING

Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held on Wednesday 28 June 2017
at Building Managers Office, Pacific Square

PRESENT:

J & J Bowen	Lot 4
R Dozdowski	Lot 8
M Vera	Lot 17
T Bornstein	Lot 21
P Leonard	Lot 54
H Nguyen	Lot 71
R Tuwera & C Tjahja	Lot 82
S P Johnson	Lot 98
J Sherwin	Lot 102
P & P Samios	Lot 117
A Spella-Barberet	Lot 122

PRESENT BY PROXY: P Monaghan (Lot 106) proxy to M Monaghan
P Garamy (Lot 118) proxy to J Bowen (Lot 4)

APOLOGIES: H Outhred Lot 56
F Ramirez Lot 128

IN ATTENDANCE: J Lesundak Excel Building Management
R Fisher Strata Plus

Those present determined that Rebecca Fisher chair the meeting.

Half-hour after 6:00pm the chairperson declared that those present constituted a quorum.

The meeting was declared open at 6:30pm

MINUTES

CONFIRMATION OF RECORDS			
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED That the minutes of the last extraordinary general meeting of the owners corporation held 8 March 2017 be confirmed as a true and accurate record of that meeting.	Clause 8 (1) of Schedule 1 of the Act
MOTION 2	ADOPTION OF FINANCIAL STATEMENTS	<p>RESOLVED That the financial reports for the financial year ending 30 April 2017 be adopted.</p> <p>Notes to motion: The financial reports include accounting records and statements of financial information as prescribed by the Act. This includes additional items compared with the previous legislation.</p> <p>To save time at the meeting and to allow us to properly address your queries, please direct any queries you have regarding the trust accounts to our office prior to the meeting.</p>	<p>Section 92 and clause 9 (a) & (b) of Schedule 1 of the Act</p> <p>Forms 2 & 3 in Schedule 1 of the Regulations</p>
CONTRACTS OF THE OWNERS CORPORATION			
MOTION 3	STRATA MANAGING AGENT	A RESOLVED That the Owners Corporation of Strata Plan No. 74790,	Sections 15(h), 49 & 50 of the Act

	TERMINATION OF CURRENT AGREEMENT & RE-APPOINTMENT	<p>(a) subject to entering into a new agreement, terminate its current agency agreement by the mutual consent with Strata Plus Pty Limited in accordance with clause 5.2 of the current agency agreement; and</p> <p>(b) continues to appoint Strata Plus Pty Ltd ABN 30 096 175 709 as Strata Managing Agent (Agent); and</p> <p>(c) delegate to the Agent all of the functions of:</p> <p>(i) the Owners Corporation (other than those listed in section 28(3) of the Act); and</p> <p>(ii) its Chairperson, Treasurer, Secretary and Executive Committee,</p> <p>necessary to enable the Agent to carry out the '<i>agreed services</i>' and the '<i>additional services</i>' as defined in the written agreement, a copy of which is attached to this notice (Agreement);</p> <p>(d) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and</p> <p>(e) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and</p> <p>(f) authority be given for the common seal of the Owners Corporation to be affixed to the Agreement by the secretary and any other member of the strata committee <i>OR</i> two members of the strata committee.</p> <p>B That the delegations in this motion supersede all previous delegations.</p>	
COMMON PROPERTY RISK MANAGEMENT			
MOTION 4	CONFIRMATION OF CURRENT INSURANCES	RESOLVED That the owners corporation's current insurance policies as detailed in the attached schedule be confirmed.	Sections 164 & 165 and clause 9(c)&(d) of Schedule 1 of the Act
MOTION 5	INSURANCE COMMISSION	RESOLVED That the owners corporation NOTE Strata Plus confirms that no commission or broker fee was received at the time this premium was paid.	Section 60 and clause 9(g) of Schedule 1 of the Act
MOTION 6	INSURANCE RENEWAL	<p>a) RESOLVED That the owners corporation provides authorisation to the Building Management Committee (BMC) representatives to make decisions regarding the renewal of the insurances and that a standing authority be given to Strata Plus Pty Limited to renew the insurances for the scheme.</p> <p>b) RESOLVED That discussion take place around the increase of \$690.00 in premium to increase to office bearers insurance from \$10mil to \$20mil and that the owners corporation provide instruction to the strata manager.</p> <p>Notes to motion: <i>This motion authorises the managing agent to place insurance, however our standard practise is to only use this authority if there is no feedback from the committee about the broker's recommendation. The use of an insurance broker satisfies the 3 quotation requirement.</i></p>	Sections 164, 165(1) & (2) & 166 and clause 9 (c) & (d) of Schedule 1 of the Act
MOTION 7	BUILDING VALUATION	<p>That the owners corporation instructs the Building Management Committee (BMC) representatives to vote in favour of arranging a valuation for insurance purposes prior to the expiration of the current policy period and instruct the managing agent to alter the sum insured to that figure.</p> <p style="text-align: right;">Last obtained: 21 February 2014 MOTION DEFEATED</p>	

MOTION 8	WORKERS COMPENSATION INSURANCE	RESOLVED That the owners corporation confirmed that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.																	
MOTION 9	WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT	THAT the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and: (a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 21 October 2014; and (b) convene a strata committee meeting to consider the recommendations of the report upon receipt. MOTION DEFERRED																	
FINANCIAL MATTERS																			
MOTION 10	TERM DEPOSITS	RESOLVED That the treasurer of the owners corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank. Note: Strata Manager to arrange for \$100,000.00 to be invested at the highest possible rate that is locked in for less than 12 months	Sections 75(1) and 78(1) of the Act.																
MOTION 11	APPOINTMENT OF AUDITOR	RESOLVED That an auditor be appointed by the owners corporation for the financial year ending 30 April 2018. Notes to motion: <i>The role of the auditor is to provide an independent professional assessment that the financial records are being maintained in accordance with the Act and Regulations.</i> <i>For large strata schemes and schemes with an annual budget of more than \$250,000 it is mandatory audited financials to be presented.</i>	Sections 95 and clause 9(c) of Schedule 1 of the Act Clause 21 of the Regulations																
BUDGET AND LEVY CONTRIBUTIONS																			
MOTION 12	ADMINISTRATIVE FUND BUDGET & LEVIES	(a) RESOLVED That the Administrative Fund Budget for the financial year commencing 1 May 2017 be adopted and that levies \$773,335.50 incl. GST (\$703,050.45 plus GST) be determined as detailed in the table below: <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 May 2017 (already issued as per resolution of last year’s AGM)</td><td>\$153,548.98</td></tr><tr><td>1 August 2017</td><td>\$206,595.50</td></tr><tr><td>1 November 2017</td><td>\$206,595.50</td></tr><tr><td>1 February 2017</td><td>\$206,595.50</td></tr><tr><td>Total</td><td>\$773,335.50</td></tr></table> (b) RESOLVED That the first levy for the 1 May 2018 financial year be due and payable to the Administrative Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting: <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 May 2018</td><td>\$206,595.50</td></tr></table> Notes to motion: <i>The attached proposed administrative fund budget determines the contributions by the lots (admin fund levies).</i>	Due Date	Admin Incl. GST	1 May 2017 (already issued as per resolution of last year’s AGM)	\$153,548.98	1 August 2017	\$206,595.50	1 November 2017	\$206,595.50	1 February 2017	\$206,595.50	Total	\$773,335.50	Due Date	Admin Incl. GST	1 May 2018	\$206,595.50	Section 79(1) & 81(1) of the Act.
Due Date	Admin Incl. GST																		
1 May 2017 (already issued as per resolution of last year’s AGM)	\$153,548.98																		
1 August 2017	\$206,595.50																		
1 November 2017	\$206,595.50																		
1 February 2017	\$206,595.50																		
Total	\$773,335.50																		
Due Date	Admin Incl. GST																		
1 May 2018	\$206,595.50																		

		<p>Owners can calculate the individual portion of the levies by multiplying the rate per unit entitlement which appears at the bottom of the budget, by the unit entitlement for the lot.</p> <p>The quarterly cycle period must allow all levy contributions to be raised fully within the financial year period.</p>																	
MOTION 13	RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT	<p>RESOLVED That the recommendations of the last Capital Works (or Sinking) Fund Forecast Report prepared by Solutions in Engineering be acknowledged, noting the attached summary from that report which details the forecasted expenditure and recommended contributions.</p> <p>Notes to motion: A full copy of the report can be obtained by using your client login or contacting the managing agent prior to the meeting.</p>	Clause 6(b) of Schedule 1 of the Act																
MOTION 14	CAPITAL WORKS FUND BUDGET & LEVIES	<p>(a) RESOLVED That the Capital Works Fund Budget for the financial year commencing 1 May 2017 be adopted and that levies 30,102.69 incl. GST (\$27,366.08 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2017 (already issued as per resolution of last year’s AGM)</td><td>\$30,102.69</td></tr><tr><td>1 August 2017</td><td>\$0.00</td></tr><tr><td>1 November 2017</td><td>\$0.00</td></tr><tr><td>1 February 2017</td><td>\$0.00</td></tr><tr><td>Total</td><td>\$30,102.69</td></tr></table> <p>(b) RESOLVED That the first levy for the 1 May 2018 financial year be due and payable to the Capital Works Fund in accordance with below and that this amount continues to fall due and payable on a quarterly basis until re-determined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2017</td><td>\$0.00</td></tr></table> <p>Notes to motion: The attached proposed capital works fund budget determines the contributions by the lots (capital works fund levies). The recommendations of the latest Capital Works (Sinking) Fund Report, including the anticipated major expenditure, has been considered as part of the budget review process. Larges schemes are required to define specific amounts and note differences between the budget estimate and the amounts in the report.</p>	Due Date	Capital Works Incl. GST	1 May 2017 (already issued as per resolution of last year’s AGM)	\$30,102.69	1 August 2017	\$0.00	1 November 2017	\$0.00	1 February 2017	\$0.00	Total	\$30,102.69	Due Date	Capital Works Incl. GST	1 May 2017	\$0.00	Section 79(2), (5) & (6) and 81(1) of the Act.
Due Date	Capital Works Incl. GST																		
1 May 2017 (already issued as per resolution of last year’s AGM)	\$30,102.69																		
1 August 2017	\$0.00																		
1 November 2017	\$0.00																		
1 February 2017	\$0.00																		
Total	\$30,102.69																		
Due Date	Capital Works Incl. GST																		
1 May 2017	\$0.00																		
MOTION 15	DEFICIT	<p>That the owners corporation discuss the deficit of \$87,167.10 in the administrative account and instruct the strata manager on how they wish to deal with this.</p> <p>MOTION DEFEATED</p>																	
MOTION 16	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	<p>RESOLVED That the 10% per item limitation of budget to actual expenditure be removed.</p> <p>Notes to motion: If this is not resolved then a general meeting is to be convened to authorise any expenditure which exceeds the 10% limit. The section recognises the difficulty this can cause and allows owners corporations to remove or limit</p>	Section 102(3) of the Act																

		<i>the restriction. This motion is intended to remove the restriction for your scheme in its entirety.</i>													
MOTION 17	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED That the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <p>(a) the managing agent to issue reminder notices</p> <p>(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;</p> <p>(c) the strata committee to provide consent for payment plans;</p> <p>(d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and</p> <p>(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action.</p> <p>Notes to motion:</p> <p><i>This motion authorises the managing agent to act as required and without delay to minimise impact on the cash-flow of the owners corporation.</i></p> <p><i>LePage Lawyers are engaged with authority from the strata committee to manage payment plans given their expertise in achieving the desired outcome for the owners corporation at the least possible expense to the owner.</i></p>	Clause 9(h) of Schedule 1 of the Act And clauses 18 & 19 of the Regulations												
OWNERS CORPORATION GOVERNANCE															
MOTION 18	STRATA COMMITTEE NOMINATION AND NUMBERS	<p>RESOLVED That:</p> <p>(a) the nominations for the strata committee be declared, received and recorded;</p> <p>(b) the nominations be closed by the chairperson; and</p> <p>(c) the number of members of the strata committee was determined to be 6, as below;</p> <table><tr><td>T Bornstein</td><td>Lot 212</td></tr><tr><td>J Bowen</td><td>Lot 4</td></tr><tr><td>C Tjahja</td><td>Lot 605</td></tr><tr><td>J Sherwin</td><td>Lot 102</td></tr><tr><td>A Spella-Barberet</td><td>Lot 122</td></tr><tr><td>P Jackson</td><td>Lot 98</td></tr></table>	T Bornstein	Lot 212	J Bowen	Lot 4	C Tjahja	Lot 605	J Sherwin	Lot 102	A Spella-Barberet	Lot 122	P Jackson	Lot 98	Sections 29 to 32 and Clauses 5 , 8(1)(b), 9(e) of Schedule 1 of the Act) Clause 9 of the Regulations
T Bornstein	Lot 212														
J Bowen	Lot 4														
C Tjahja	Lot 605														
J Sherwin	Lot 102														
A Spella-Barberet	Lot 122														
P Jackson	Lot 98														
MOTION 19	STRATA COMMITTEE ELECTION	<p>THAT:</p> <p>(a) if the number of nominations exceeds the number of members decided upon, a ballot be held to determine the successful members</p> <p><u>OR</u></p> <p>(b) if the number of nominations equals the number of members decided upon, then those members be duly elected.</p> <p>Notes to motion:</p> <p><i>If there are more nominations received than the number of members determined, a ballot election will be held in order to determine the successful members.</i></p> <p><i>In the event that the number of nominations equals the number of members decided upon, then those members are duly elected.</i></p> <p>MOTION WITHDRAWN</p>	Sections 29 to 32 and Clauses 5 , 8(1)(b), 9(e) of Schedule 1 of the Act) Clauses 9 & 10 of the Regulations												
MOTION 20	RESTRICTIONS OVER THE STRATA COMMITTEE	<p>RESOLVED That the owners corporation decided that no matter or any matter or class of matter, other than those imposed by the Act, is to be determined by the owners corporation in general meeting.</p> <p>Notes to motion:</p> <p><i>The Act provides various restrictions to the types of matters that may be determined by the strata committee on behalf of the owners corporation.</i></p>	Section 36(3)(b) and Clause 6(a) & 9(i) of Schedule 1 of the Act												

		<i>The owners corporation must decide whether further restrictions be imposed upon the strata committee.</i>	
MOTION 21	BMC REPRESENTATIVES	<p>THAT the owners corporation <i>specialy resolved</i> to appoint a representative and substitute representative to the building management committee as below.</p> <p>A Spella-Barberet – Representative Lot 122 J Bowen – Sub Representative Lot 4</p>	<p>clause 2(4) of Schedule 1C to the Strata Schemes (Freehold Development) Act 1973 (checked and still current) and clause XX of the Strata Management Statement and is required where the scheme is a subsidiary of a BMC.</p>

MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held immediately after the Annual General Meeting

on Wednesday 28 June 2017

at Building Managers Office, Pacific Square

PRESENT:	T Bornstein	Lot 212
	J Bowen	Lot 4
	C Tjahja	Lot 605
	J Sherwin	Lot 102
	A Spella-Barberet	Lot 122
	P Jackson	Lot 98

IN ATTENDANCE:	R Fisher	Strata Plus
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Those present determined that Rebecca Fisher chair the meeting.

The chairperson declared a quorum.

MINUTES

MOTION 1	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last strata committee meeting held 25 May 2015 be confirmed as a true and accurate record of that meeting.
MOTION 2	ELECTION OF OFFICE BEARERS	RESOLVED that the following office bearers be appointed. Chairperson: John Bowen Secretary: Alban Spella-Barberet Treasurer: Cindy Tjahja
MOTION 3	ELECTRONIC MEANS OF ATTENDANCE	RESOLVED that attendance at strata committee meetings may be by the following additional means: (a) telephone conference; or (b) video-conferencing; (c) email from the email address provided for service of notices. It was NOTED that the meeting notice will specify + means and method of accessing the facility for that purpose for that particular strata committee meeting and + that any strata committee member attending a strata committee meeting by these means and eligible to vote on a matter may cast a vote as if they were physically present at the meeting.
MOTION 4	ELECTRONIC SERVICE OF INSURANCE INFORMATION	RESOLVED that the strata committee would accept all insurance and product disclosure information via email.
MOTION 5	TERM DEPOSITS	RESOLVED that the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.
MOTION 6	BY-LAW NON-COMPLIANCE	RESOLVED that the strata manager can issue a notice of the owners corporation on an owner or occupier requiring them to comply with a

		<p>specific by-law. The instruction is to be given by either the building manager or the secretary and one other member of the committee.</p> <p>It was NOTED that separate resolutions at committee meetings are required to issue the Notice to Comply with a specific by-law.</p>
MOTION 7	FORMATION OF BY-LAW SUB-COMMITTEE	RESOLVED that the by-law sub committee provided updates to the strata committee and that the strata manager compile all of the current by-laws and those recently passed and email same to the sub committee for final approval before sending to the solicitor.
MOTION 8	WINDOW LOCKS – QUOTATION AND CONTRACT	<p>RESOLVED that:</p> <p>(a) the attached quotation from D Tech for window locks be accepted; and</p> <p>(b) the managing agent be authorised to enter into the attached contract with D Tech for the installation of window locks including affixing of the common seal to the paperwork.</p>
MOTION 9	PAINTING	<p>That the painting for the building and allocation of funds be deferred until after major defect rectification at Pacific Square is finalised.</p> <p style="text-align: right;">MOTION DEFERRED</p>
MOTION 10	NEXT MEETING	RESOLVED That the next meeting be held Tuesday 26 September 2017 at 6pm in the building managers office.
CLOSURE		There being no further business the chairperson declared the meeting closed at 8:16pm

Further Notes:

- + Building Manager presented Report;
 - Storage tank is leaking and to be replaced by Rheem.
 - Service for the HWS is to be switched to Rheem. Jan to ask them to sharpen their pencil.
- + Building manager to gain quotes for energy efficiency re: globes.
- + 901 Notice to Comply to be sent to the resident re: parking where he pleases.

MINUTES OF ANNUAL GENERAL MEETING

Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held on Tuesday 14 August 2018
at the building managers office pacific square

PRESENT:	N Ly	Lot 3
	J & J Bowen	Lot 4
	C Flanagan	Lot 7
	R Drozdowski	Lot 8
	M Vera	Lot 17
	M Li	Lot 32
	S Kristianto	Lot 43
	Juswadi	Lot 69
	C Tjahja	Lot 82
	S P Johnson	Lot 98
	J Sherwin	Lot 102
	P & P Samios	Lot 117
	A Ridgley	Lot 132

PRESENT BY PROXY:	K Lo (Lot 109) proxy to Anita Ng (Boulevard)
	W Harris (Lot 93) proxy to Chairperson
	S Chen (Lot 64) proxy to Chairperson

IN ATTENDANCE:	Briar Ridgley	Lot 132 daughter
	Robert Tuwtwera	Lot 82 partner
	M Monaghan	Lot 106 Mother
	R Fisher	Strata Plus
	J Lesundak	Excel Building Management

Those present determined that Rebecca Fisher chair the meeting.

Half-hour after 6:00pm the chairperson declared that those present constituted a quorum.

The meeting was declared open at 6:30pm

MINUTES

CONFIRMATION OF RECORDS			
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED That the minutes of the last extraordinary general meeting of the owners corporation held 20 March 2018 be confirmed as a true and accurate record of that meeting.	Clause 8 (1) of Schedule 1 of the Act
MOTION 2	ADOPTION OF FINANCIAL STATEMENTS	<p>RESOLVED That the audited financial reports for the financial year ending 30 April 2018 be adopted.</p> <p>Notes to motion: <i>The financial reports include accounting records and statements of financial information as prescribed by the Act. This includes additional items compared with the previous legislation.</i> <i>To save time at the meeting and to allow us to properly address your queries, please direct any queries you have regarding the trust accounts to our office prior to the meeting.</i></p>	<p>Section 92 and clause 9 (a) & (b) of Schedule 1 of the Act</p> <p>Forms 2 & 3 in Schedule 1 of the Regulations</p>
COMMON PROPERTY RISK MANAGEMENT			

MOTION 3	CONFIRMATION OF CURRENT INSURANCES	RESOLVED That the owners corporation's current insurance policies as detailed in the attached schedule be confirmed.	Sections 164 & 165 and clause 9(c)&(d) of Schedule 1 of the Act
MOTION 4	INSURANCE COMMISSION	RESOLVED That the owners corporation NOTE Strata Plus confirms that no commission or broker fee was received at the time this premium was paid.	Section 60 and clause 9(g) of Schedule 1 of the Act
MOTION 5	INSURANCE RENEWAL	RESOLVED That the owners corporation provides authorisation to the Building Management Committee (BMC) representatives to make decisions regarding the renewal of the insurances and that a standing authority be given to Strata Plus Pty Limited to renew the insurances for the scheme. Notes to motion: <i>This motion authorises the managing agent to place insurance, however our standard practise is to only use this authority if there is no feedback from the committee about the broker's recommendation.</i> <i>The use of an insurance broker satisfies the 3 quotation requirement.</i>	Sections 164, 165(1) & (2) & 166 and clause 9 (c) & (d) of Schedule 1 of the Act
MOTION 6	BUILDING VALUATION	THAT the owners corporation instructs the Building Management Committee (BMC) representatives to vote in favour of arranging a valuation for insurance purposes prior to the expiration of the current policy period and instruct the managing agent to alter the sum insured to that figure. Last obtained: 21 February 2014 MOTION DEFERRED	
MOTION 7	WORKERS COMPENSATION INSURANCE	RESOLVED That the owners corporation resolves to confirm that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.	
MOTION 8	WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT	THAT the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and RESOLVE to: (a) instruct the managing agent to organise an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 21 October 2014; and (b) convene a strata committee meeting to consider the recommendations of the report upon receipt. Notes to motion: <i>Undertaking a Work, Health & Safety Report may outline areas of the property which require maintenance to avoid risk.</i> MOTION DEFEATED	
FINANCIAL MATTERS			
MOTION 9	TERM DEPOSITS	RESOLVED That the treasurer of the Owners Corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank.	Sections 75(1) and 78(1) of the Act.
MOTION 10	APPOINTMENT OF AUDITOR	RESOLVED That an auditor be appointed by the owners corporation for the financial year ending 30 April 2019. Notes to motion: <i>The role of the auditor is to provide an independent professional assessment that the financial records are being maintained in accordance with the Act and Regulations.</i> <i>For large strata schemes and schemes with an annual budget of more than \$250,000 it is mandatory audited financials to be presented.</i>	Sections 95 and clause 9(c) of Schedule 1 of the Act Clause 21 of the Regulations
BUDGET AND LEVY CONTRIBUTIONS			

MOTION 11	ADMINISTRATIVE FUND BUDGET & LEVIES	<p>RESOLVED That the Administrative Fund Budget for the financial year commencing 1 May 2018 be adopted and that levies of \$724,365.01 incl. GST (\$658,513.65 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 May 2018 (already issued as per resolution of last year’s AGM)</td><td>\$209,507.73</td></tr><tr><td>1 August 2018</td><td>\$171,619.09</td></tr><tr><td>1 November 2018</td><td>\$171,619.09</td></tr><tr><td>1 February 2019</td><td>\$171,619.09</td></tr><tr><td>Total</td><td>\$724,365.01</td></tr></table> <p>RESOLVED That the first levy for the 1 May 2019 financial year be due and payable to the Administrative Fund in accordance with the table below and that these amounts continue to fall due and payable on a quarterly basis until redetermined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>Long Date</td><td>\$171,619.09</td></tr></table> <p>Notes to motion: <i>The attached proposed administrative fund budget determines the contributions by the lots (admin fund levies).</i> <i>Owners can calculate the individual portion of the levies by multiplying the rate per unit entitlement which appears at the bottom of the budget, by the unit entitlement for the lot.</i> <i>The quarterly cycle period must allow all levy contributions to be raised fully within the financial year period.</i></p>	Due Date	Admin Incl. GST	1 May 2018 (already issued as per resolution of last year’s AGM)	\$209,507.73	1 August 2018	\$171,619.09	1 November 2018	\$171,619.09	1 February 2019	\$171,619.09	Total	\$724,365.01	Due Date	Admin Incl. GST	Long Date	\$171,619.09	Section 79(1) & 81(1) of the Act.
Due Date	Admin Incl. GST																		
1 May 2018 (already issued as per resolution of last year’s AGM)	\$209,507.73																		
1 August 2018	\$171,619.09																		
1 November 2018	\$171,619.09																		
1 February 2019	\$171,619.09																		
Total	\$724,365.01																		
Due Date	Admin Incl. GST																		
Long Date	\$171,619.09																		
MOTION 12	RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT	<p>RESOLVED That the recommendations of the last Capital Works (or Sinking) Fund Forecast Report prepared by Solutions in engineering be acknowledged, noting the attached summary from that report which details the forecasted expenditure and recommended contributions.</p> <p>Notes to motion: <i>A full copy of the report can be obtained by using your client login or contacting the managing agent prior to the meeting.</i></p>	Clause 6(b) of Schedule 1 of the Act																
MOTION 13	CAPITAL WORKS FUND FORECAST REPORT	<p>THAT the managing agent be instructed to arrange for an updated Capital Works Fund Forecast Report.</p> <p style="text-align: right;">Last Updated: 7 October 2016</p> <p>Notes to motion: <i>It is a requirement that an updated report be undertaken once every five years.</i></p> <p style="text-align: right;">MOTION DEFEATED</p>	Clause 6(b) of Schedule 1 of the Act																
MOTION 14	CAPITAL WORKS FUND BUDGET & LEVIES	<p>RESOLVED That the Capital Works Fund Budget for the financial year commencing 1 May 2018 be adopted and that levies of \$85,057.50 incl. GST (\$77,325.00 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2018 (already issued as per resolution of last year’s AGM)</td><td>\$0.00</td></tr></table>	Due Date	Capital Works Incl. GST	1 May 2018 (already issued as per resolution of last year’s AGM)	\$0.00	Section 79(2), (5) & (6) and 81(1) of the Act.												
Due Date	Capital Works Incl. GST																		
1 May 2018 (already issued as per resolution of last year’s AGM)	\$0.00																		

		<table><tr><td>1 August 2018</td><td>\$28,352.50</td></tr><tr><td>1 November 2018</td><td>\$28,352.50</td></tr><tr><td>1 February 2019</td><td>\$28,352.50</td></tr><tr><td>Total</td><td>\$87,057.50</td></tr></table> <p>RESOLVED That the first levy for the 1 May 2019 financial year be due and payable to the Capital Works Fund in accordance with the table below and that these amounts continue to fall due and payable on a quarterly basis until redetermined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2019</td><td>\$28,352.50</td></tr></table> <p>Notes to motion: <i>The attached proposed capital works fund budget determines the contributions by the lots (capital works fund levies).</i> <i>The recommendations of the latest Capital Works (Sinking) Fund Report, including the anticipated major expenditure, has been considered as part of the budget review process.</i> <i>Larges schemes are required to define specific amounts and note differences between the budget estimate and the amounts in the report.</i></p>	1 August 2018	\$28,352.50	1 November 2018	\$28,352.50	1 February 2019	\$28,352.50	Total	\$87,057.50	Due Date	Capital Works Incl. GST	1 May 2019	\$28,352.50	
1 August 2018	\$28,352.50														
1 November 2018	\$28,352.50														
1 February 2019	\$28,352.50														
Total	\$87,057.50														
Due Date	Capital Works Incl. GST														
1 May 2019	\$28,352.50														
MOTION 15	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	<p>RESOLVED That the 10% per item limitation of budget to actual expenditure be removed.</p> <p>Notes to motion: <i>If this is not resolved then a general meeting is to be convened to authorise any expenditure which exceeds the 10% limit. The section recognises the difficulty this can cause and allows owners corporations to remove or limit the restriction. This motion is intended to remove the restriction for your scheme in its entirety.</i></p>	Section 102(3) of the Act												
MOTION 16	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED That the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <ul style="list-style-type: none">(a) the managing agent to issue reminder notices(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;(c) the strata committee to provide consent for payment plans;(d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action. <p>Notes to motion: <i>This motion authorises the managing agent to act as required and without delay to minimise impact on the cash-flow of the owners corporation.</i> <i>LePage Lawyers are engaged with authority from the strata committee to manage payment plans given their expertise in achieving the desired outcome for the owners corporation at the least possible expense to the owner.</i></p>	Clause 9(h) of Schedule 1 of the Act And clauses 18 & 19 of the Regulations												
OWNERS CORPORATION GOVERNANCE															
MOTION 17	STRATA COMMITTEE NOMINATION AND NUMBERS	<p>RESOLVED That:</p> <ul style="list-style-type: none">(a) the nominations for the strata committee be declared, received and recorded;(b) the nominations be closed by the chairperson; and(c) the number of members of the strata committee be determined as 5 for the ensuing year as below:	Sections 29 to 32 and Clauses 5 , 8(1)(b), 9(e) of Schedule 1 of the Act) Clause 9 of the Regulations												

		J Sherwin Lot 102 P Samios Lot 117 C Tjahja Lot 82 R Drozdowski Lot 8 J Bowen Lot 4	
MOTION 18	STRATA COMMITTEE ELECTION	RESOLVED That: The number of nominations equals the number of members decided upon and that these members be duly elected.	Sections 29 to 32 and Clauses 5 , 8(1)(b), 9(e) of Schedule 1 of the Act) Clauses 9 & 10 of the Regulations
MOTION 19	RESTRICTIONS OVER THE STRATA COMMITTEE	RESOLVED That the owners corporation have no restrictions on any matter or class of matter, other than those imposed by the Act.	Section 36(3)(b) and Clause 6(a) & 9(i) of Schedule 1 of the Act
MOTION 20	BMC REPRESENTATIVES	THAT the owners corporation SPECIALLY RESOLVED to appoint a representative and substitute representative to the building management committee as below; Representative – P Samios Sub Representative – C Tjahja	clause 2(4) of Schedule 1C to the Strata Schemes (Freehold Development) Act 1973 and clause 52 of the Strata Management Statement and is required where the scheme is a subsidiary of a BMC.
MOTION 21	SOLAR POWER	THAT the owners corporation discuss solar power and instruct the building manager and the BMC Representative on how they wish to proceed. <p style="text-align: right;">MOTION DEFEATED</p> Note: The strata committee are investigating further	
MOTION 22	ELECTRIC CAR CHARGING	the owners corporation discuss electric car charging and instruct the building manager and the BMC Representative on how they wish to proceed. <p style="text-align: right;">MOTION DEFEATED</p>	

MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held immediately after the Annual General Meeting
on Tuesday 14 August 2018
at building managers office Pacific Square

PRESENT:	J Sherwin	Lot 102
	P Samios	Lot 117
	C Tjahja	Lot 82
	R Drozdowski	Lot 8
	J Bowen	Lot 4

Those present determined that Rebecca Fisher chair the meeting.

The chairperson declared a quorum.

MINUTES

MOTION 1	CONFIRMATION OF MINUTES	RESOLVED That the minutes of the last executive committee meeting held 26 September 2017 be confirmed as a true and accurate record of that meeting.	
MOTION 2	ELECTION OF OFFICE BEARERS	RESOLVED That the secretary, treasurer and chairperson of the strata committee be elected as below; Secretary – J Sherwin Treasurer – C Tjahja Chairperson – P Samios	Section 41 of the Act and Clause 11 of the Regulations
MOTION 3	TERM DEPOSITS	RESOLVED That the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.	
MOTION 4	BUILDING MANAGERS REPORT	THAT the Building Managers report be received, and that the strata committee provide and instructions necessary. MOTION WITHDRAWN	
MOTION 5	NEXT MEETING	RESOLVED That the next meeting be held Monday 12 November at 6pm in the building managers office.	

Further Notes:

- + Lighting to be installed in podium level fire egress. Sydney Electrical are to undertake these works.
- + Carpet on Level 1 to be replaced. Quotes are to be obtained by the building manager.
- + The building manager is to follow up in regards to louvres.

MINUTES OF GENERAL MEETING

Schedule 1 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Avenue, Maroubra

The meeting was held on Thursday 20 June 2019

at Botanica Building (old gym), 140 Maroubra Road, Maroubra

PRESENT: J Bowen Lot 4
P & P Samios Lot 117
A Wood Lot 16
M Vera Lot 17

PRESENT BY PROXY: Ba Thai Vo (Lot 15) proxy to M Vera (Lot 17)
W J S Harris (Lot 93) proxy to Chairperson
S W Chen (Lot 64) proxy to Chairperson

APOLOGIES: C Fiskerstrand Lot 100

IN ATTENDANCE: R Fisher Strata Plus
C Arrand Excel Building Management
S Chew Icon Project Management
B Destani Icon Project Management
L Forrester Forrester & Johnson

Those present determined that Rebecca Fisher chair the meeting.

Half-hour after 6:00pm the chairperson declared that those present constituted a quorum.

The meeting was declared open at 6:30pm.

MINUTES

CONFIRMATION OF RECORDS

MOTION 1	CONFIRMATION OF MINUTES	RESOLVED THAT the minutes of the last general meeting of the owners corporation held 29 November 2018 be confirmed as a true and accurate record of that meeting.	Clause 8 (1) of Schedule 1 of the Act
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CONTRACTS OF THE OWNERS CORPORATION

MOTION 2	CONTRACT FOR BASEMENT HYDRAULIC RECTIFICATION WORKS	<p>RESOLVED THAT the Owners Corporation of Strata Plan No. 74790 instruct the strata manager to affix the seal to and sign the contract for the hydraulic works in the basement with Forrester & Johnson.</p> <p>These works will be undertaken by Forrester & Johnston and will cost \$1,773,216.00 ex GST.</p> <p>Note: Settlement amount reached with Lendlease was \$2,382,680.00 ex GST. This was resolved at the EGM 7 March 2018.</p> <p>The complete contract will be available for review at the meeting, and you can also view the complete contract with all annexures at the following link</p>	Sections 15(h), 49 & 50 of the Act
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		https://www.dropbox.com/sh/dzzw486jf2wxyzh/AAC5FSNX6v0Y8rUC7G9klGMIa?dl=0	
MOTION 3	CDC APPLICATION	RESOLVED THAT the Owners Corporation of Strata Plan No. 74790 instructs the strata manager to affix the seal and sign the Complying Development Certificate Application for the basement hydraulic works referred to in motion 2.	
MOTION 4	LEVY PAYMENT	RESOLVED THAT the Owners Corporation of Strata Plan No. 74790 instructs the strata manager to sign the levy payment form so that the correct payment method can be set up. Further that once this is done that the strata manager be instructed to pay the LSL levy of \$5,980.71 to Randwick City Council as per the basement hydraulic works referred to in motion 2.	
MOTION 5	QUESTIONS FOR PROJECT MANAGER & CONTRACTOR	RESOLVED THAT the Owners Corporation took the opportunity to ask any questions relating to the works of the project manager and the contractor Forrester & Johnson.	
MOTION 6	CLOSURE	There being no further business, the chairperson closed the meeting at 7:45pm.	

Further Notes;

- + That the Owners Corporation agreed to sign the novation deed for the solicitor so that the contractor can take on the works and that this be ratified at their next meeting.
- + A copy of the Development program is to be sent with the minutes.

PACIFIC SQUARE
Development Programme
v1 18/06/2019

ID	Task Name	Duration	Start	Finish	2019	June	July	August	September	October	November	December	January
1	Basement Hydraulic Rectification Works	145 days	Thu 20/06/19	Thu 5/12/19	Basement Hydraulic Rectification Works								
2	Contract Execution	1 day	Thu 20/06/19	Thu 20/06/19	Contract Execution								
3	Stage One Works Notification (as per F&J construction program)	0 days	Mon 1/07/19	Mon 1/07/19	1/07 ♦ Stage One Works Notification (as per F&J construction program)								
4	Pre Construction (Contractor Design Workshop)	21 days	Fri 21/06/19	Mon 15/07/19	Pre Construction (Contractor Design Workshop)								
5	CDC Application Obtained	21 days	Fri 21/06/19	Mon 15/07/19	CDC Application Obtained								
6	Stage One Commence	0 days	Mon 15/07/19	Mon 15/07/19	15/07 ♦ Stage One Commence								
7	Construction of Stages One - Twelve (as per F&J construction program)	123 days	Tue 16/07/19	Thu 5/12/19	Construction of Stages One - Twelve (as per F&J construction program)								
8	Handover Expected PC Date	0 days	Thu 5/12/19	Thu 5/12/19	Handover Expected PC Date ♦ 5/12								

Date Printed: Wed 19/06/19
Revision: 1
Drafted/Checked: BD/SC



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MINUTES OF ANNUAL GENERAL MEETING

Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held on Thursday 4 July 2019

at Building Managers Office, Pacific Square

PRESENT:

J & J Bowen	Lot 4
R Drozdowski	Lot 8
A Wood	Lot 16
M Vera	Lot 17
J Sherwin	Lot 102
P & P Samios	Lot 117
A Ridgley	Lot 132

PRESENT BY PROXY:

S Sutarjo (Lot 12 & 14) proxy to S Kristianto (Lot 43)
 S Chen (Lot 64) proxy to P & P Samios (Lot 117)
 K Lo (Lot 109) proxy to A Ng

IN ATTENDANCE:

R Fisher	Strata Plus
C Arrand	Excel Building Management
B Shaoni	(Lot 132 daughter)

Those present determined that Rebecca Fisher chair the meeting.

Half-hour after 6:00pm the chairperson declared that those present constituted a quorum.

The meeting was declared open at 6:30pm

MINUTES

CONFIRMATION OF RECORDS			
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED That the minutes of the last annual general meeting of the owners corporation held 25 June 2019 be confirmed as a true and accurate record of that meeting.	Clause 8 (1) of Schedule 1 of the Act
MOTION 2	ADOPTION OF FINANCIAL STATEMENTS	<p>RESOLVED That the audited financial reports for the financial year ending 30 April 2019 be adopted.</p> <p>Notes to motion: <i>The financial reports include accounting records and statements of financial information as prescribed by the Act. This includes additional items compared with the previous legislation.</i></p> <p><i>To save time at the meeting and to allow us to properly address your queries, please direct any queries you have regarding the trust accounts to our office prior to the meeting.</i></p>	<p>Section 92 and clause 9 (a) & (b) of Schedule 1 of the Act</p> <p>Forms 2 & 3 in Schedule 1 of the Regulations</p>
COMMON PROPERTY RISK MANAGEMENT			
MOTION 3	CONFIRMATION OF CURRENT INSURANCES	RESOLVED That the owners corporation's current insurance policies as detailed in the attached schedule be confirmed.	Sections 164 & 165 and clause 9(c)&(d) of Schedule 1 of the Act
MOTION 4	INSURANCE COMMISSION	RESOLVED That the owners corporation NOTE Strata Plus confirms that no commission or broker fee was received at the time this premium was paid.	Section 60 and clause 9(g) of Schedule 1 of the Act
MOTION 5	INSURANCE RENEWAL	RESOLVED That the owners corporation provides authorisation to the Building Management Committee (BMC) representatives to	Sections 164, 165(1) & (2) & 166 and clause 9

		<p>make decisions regarding the renewal of the insurances and that a standing authority be given to Strata Plus Pty Limited to renew the insurances for the scheme.</p> <p>Notes to motion: <i>This motion authorises the managing agent to place insurance, however our standard practise is to only use this authority if there is no feedback from the committee about the broker’s recommendation.</i> <i>The use of an insurance broker satisfies the 3 quotation requirement.</i></p>	(c) & (d) of Schedule 1 of the Act								
MOTION 6	BUILDING VALUATION	<p>RESOLVED That the owners corporation instructs the Building Management Committee (BMC) representatives to vote in favour of arranging a valuation for insurance purposes prior to the expiration of the current policy period and instruct the managing agent to alter the sum insured to that figure.</p> <p>Last obtained: 21 February 2014</p>									
MOTION 7	WORKERS COMPENSATION INSURANCE	<p>RESOLVED That the owners corporation to confirmed that it does not employ workers, including sole traders, with annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance.</p>									
MOTION 8	WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT	<p>RESOLVED That the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and RESOLVE to:</p> <p>(a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 21 October 2014; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p> <p>Notes to motion: <i>Undertaking a Work, Health & Safety Report may outline areas of the property which require maintenance to avoid risk.</i></p>									
FINANCIAL MATTERS											
MOTION 9	TERM DEPOSITS	<p>RESOLVED That the treasurer of the Owners Corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank.</p>	Sections 75(1) and 78(1) of the Act.								
MOTION 10	APPOINTMENT OF AUDITOR	<p>RESOLVED That an auditor be appointed by the owners corporation for the financial year ending 30 April 2020.</p> <p>Notes to motion: <i>The role of the auditor is to provide an independent professional assessment that the financial records are being maintained in accordance with the Act and Regulations.</i> <i>For large strata schemes and schemes with an annual budget of more than \$250,000 it is mandatory audited financials to be presented.</i></p>	Sections 95 and clause 9(c) of Schedule 1 of the Act Clause 21 of the Regulations								
BUDGET AND LEVY CONTRIBUTIONS											
MOTION 11	ADMINISTRATIVE FUND BUDGET & LEVIES	<p>RESOLVED That the Administrative Fund Budget for the financial year commencing 1 May 2019 be adopted and that levies of \$708,691.88 insert amount] incl. GST (\$644,265.35 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 May 2019 (already issued as per resolution of last year’s AGM)</td><td>\$171,619.09</td></tr><tr><td>1 August 2019</td><td>\$179,024.26</td></tr><tr><td>1 November 2019</td><td>\$179,024.26</td></tr></table>	Due Date	Admin Incl. GST	1 May 2019 (already issued as per resolution of last year’s AGM)	\$171,619.09	1 August 2019	\$179,024.26	1 November 2019	\$179,024.26	Section 79(1) & 81(1) of the Act.
Due Date	Admin Incl. GST										
1 May 2019 (already issued as per resolution of last year’s AGM)	\$171,619.09										
1 August 2019	\$179,024.26										
1 November 2019	\$179,024.26										

		<table><tr><td>1 February 2020</td><td>\$179,024.26</td></tr><tr><td>Total</td><td>\$708,691.88</td></tr></table> <p>RESOLVED That the first levy for the 1 May 2020 financial year be due and payable to the Administrative Fund in accordance with the table below and that these amounts continue to fall due and payable on a quarterly basis until redetermined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 May 2020</td><td>\$179,024.26</td></tr></table> <p>Notes to motion: <i>The attached proposed administrative fund budget determines the contributions by the lots (admin fund levies).</i> <i>Owners can calculate the individual portion of the levies by multiplying the rate per unit entitlement which appears at the bottom of the budget, by the unit entitlement for the lot.</i> <i>The quarterly cycle period must allow all levy contributions to be raised fully within the financial year period.</i></p>	1 February 2020	\$179,024.26	Total	\$708,691.88	Due Date	Admin Incl. GST	1 May 2020	\$179,024.26					
1 February 2020	\$179,024.26														
Total	\$708,691.88														
Due Date	Admin Incl. GST														
1 May 2020	\$179,024.26														
MOTION 12	RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT	<p>RESOLVED That the recommendations of the last Capital Works (or Sinking) Fund Forecast Report prepared by Solutions in Engineering be acknowledged, noting the attached summary from that report which details the forecasted expenditure and recommended contributions.</p> <p>Notes to motion: <i>A full copy of the report can be obtained by using your client login or contacting the managing agent prior to the meeting.</i></p>	Clause 6(b) of Schedule 1 of the Act												
MOTION 13	CAPITAL WORKS FUND FORECAST REPORT	<p>THAT the managing agent be instructed to arrange for an updated Capital Works Fund Forecast Report.</p> <p style="text-align: right;">Last Updated: 7 October 2016</p> <p>Notes to motion: <i>It is a requirement that an updated report be undertaken once every five years.</i></p> <p style="text-align: right;">MOTION DEFERRED</p>	Clause 6(b) of Schedule 1 of the Act												
MOTION 14	CAPITAL WORKS FUND BUDGET & LEVIES	<p>RESOLVED That the Capital Works Fund Budget for the financial year commencing 1 May 2019 be adopted and that levies of \$116,925.71 incl. GST (\$106,296.10 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2019 (already issued as per resolution of last year’s AGM)</td><td>\$28,352.50</td></tr><tr><td>1 August 2019</td><td>\$29,524.40</td></tr><tr><td>1 November 2019</td><td>\$29,524.40</td></tr><tr><td>1 February 2020</td><td>\$29,524.40</td></tr><tr><td>Total</td><td>\$116,925.71</td></tr></table> <p>RESOLVED That the first levy for the 1 May 2020 financial year be due and payable to the Capital Works Fund in accordance with the table below and that these amounts continue to fall due and payable</p>	Due Date	Capital Works Incl. GST	1 May 2019 (already issued as per resolution of last year’s AGM)	\$28,352.50	1 August 2019	\$29,524.40	1 November 2019	\$29,524.40	1 February 2020	\$29,524.40	Total	\$116,925.71	Section 79(2), (5) & (6) and 81(1) of the Act.
Due Date	Capital Works Incl. GST														
1 May 2019 (already issued as per resolution of last year’s AGM)	\$28,352.50														
1 August 2019	\$29,524.40														
1 November 2019	\$29,524.40														
1 February 2020	\$29,524.40														
Total	\$116,925.71														

		<p>on a quarterly basis until redetermined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2020</td><td>\$29,524.40</td></tr></table> <p>Notes to motion: <i>The attached proposed capital works fund budget determines the contributions by the lots (capital works fund levies).</i> <i>The recommendations of the latest Capital Works (Sinking) Fund Report, including the anticipated major expenditure, has been considered as part of the budget review process.</i> <i>Larges schemes are required to define specific amounts and note differences between the budget estimate and the amounts in the report.</i></p>	Due Date	Capital Works Incl. GST	1 May 2020	\$29,524.40	
Due Date	Capital Works Incl. GST						
1 May 2020	\$29,524.40						
MOTION 15	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	<p>RESOLVED That the 10% per item limitation of budget to actual expenditure be removed.</p> <p>Notes to motion: <i>If this is not resolved then a general meeting is to be convened to authorise any expenditure which exceeds the 10% limit. The section recognises the difficulty this can cause and allows owners corporations to remove or limit the restriction. This motion is intended to remove the restriction for your scheme in its entirety.</i></p>	Section 102(3) of the Act				
MOTION 16	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED That the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <ul style="list-style-type: none">(a) the managing agent to issue reminder notices(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;(c) the strata committee to provide consent for payment plans;(d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action. <p>Notes to motion: <i>This motion authorises the managing agent to act as required and without delay to minimise impact on the cash-flow of the owners corporation.</i> <i>LePage Lawyers are engaged with authority from the strata committee to manage payment plans given their expertise in achieving the desired outcome for the owners corporation at the least possible expense to the owner.</i></p>	Clause 9(h) of Schedule 1 of the Act And clauses 18 & 19 of the Regulations				
OWNERS CORPORATION GOVERNANCE							
MOTION 17	STRATA COMMITTEE NOMINATION AND NUMBERS	<p>RESOLVED That:</p> <ul style="list-style-type: none">(a) the nominations for the strata committee be declared, received and recorded;(b) the nominations be closed by the chairperson; and(c) the number of members of the strata committee be determined at 5 for the ensuing year as below;<ul style="list-style-type: none">+ Julie Sherwin – Lot 102+ Cindy Tjahja – Lot 82+ Rob Drozdowski – Lot 8+ Jo Bowen – Lot 4+ Peter Samios – Lot 117	Sections 29 to 32 and Clauses 5 , 8(1)(b), 9(e) of Schedule 1 of the Act) Clause 9 of the Regulations				
MOTION 18	STRATA COMMITTEE ELECTION	<p>RESOLVED That if the number of nominations equals the number of members decided upon, then those members be duly elected.</p>	Sections 29 to 32 and Clauses 5 , 8(1)(b), 9(e) of Schedule 1 of the Act) Clauses 9 & 10 of the Regulations				

MOTION 19	RESTRICTIONS OVER THE STRATA COMMITTEE	<p>RESOLVED That the owners corporation not have any restrictions, other than those imposed by the Act over the strata committee.</p> <p>Notes to motion: <i>The Act provides various restrictions to the types of matters that may be determined by the strata committee on behalf of the owners corporation. The owners corporation must decide whether further restrictions be imposed upon the strata committee.</i></p>	Section 36(3)(b) and Clause 6(a) & 9(i) of Schedule 1 of the Act
MOTION 20	BMC REPRESENTATIVES	<p>THAT the owners corporation SPECIALY RESOLVED to appoint a representative and substitute representative to the building management committee as below;</p> <p>Representative: Peter Samios</p> <p>Sub Representative: Cindy Tjahaja</p>	clause 2(4) of Schedule 1C to the Strata Schemes (Freehold Development) Act 1973 and clause 52 of the Strata Management Statement and is required where the scheme is a subsidiary of a BMC.
MOTION 21	REMOVAL OF INTEREST AND LATE FEE	<p>THAT the owners corporation consider removal of the late fee and interest for Lot 103.</p> <p>MOTION DEFEATED</p>	

Further Notes:

- + A brief update was provided on the basement works that will be starting later this month.
- + The Core quotation for the preparation of the fascade was approved by the owners corporation.
- + Replacement of the gym equipment was discussed. Leasing and servicing is being looked at. The costs will be around \$800 per month for the Pacific Square site. The owners corporation have agreed for this to go ahead.
- + The pool tiles were discussed as there were some that were delaminating. The building manager arranged for the repairs of these.
- + The spa overflowing was discussed also. The spa was maintained, and the buttons were replaced and the issues have now been fixed.

MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held immediately after the Annual General Meeting

on Thursday 4 July 2019

at Building Managers Office, Pacific Square

PRESENT:	J Bowen	Lot 4
	R Drozdowski	Lot 8
	J Sherwin	Lot 102
	P Samios	Lot 117
IN ATTENDANCE:	R Fisher	Strata Plus
	C Arrand	Excel Building Management
	J Bowen	Lot 4
	A Wood	Lot 16
	M Vera	Lot 17
	P Samios	Lot 117
	A Ridgley	Lot 132
	B Shaoni	(Lot 132 daughter)

Those present determined that Rebecca Fisher chair the meeting.

The chairperson declared a quorum.

MINUTES

MOTION 1	CONFIRMATION OF MINUTES	RESOLVED That the minutes of the last executive committee meeting held 21 May 2019 be confirmed as a true and accurate record of that meeting.	
MOTION 2	ELECTION OF OFFICE BEARERS	THAT the secretary, treasurer and chairperson of the strata committee be elected. Secretary: Julie Sherwin – Lot 102 Treasurer: Cindy Tjahja – Lot 82 Chairperson: Peter Samios – Lot 4	Section 41 of the Act and Clause 11 of the Regulations
MOTION 3	ELECTRONIC SERVICE OF INSURANCE INFORMATION	RESOLVED That the strata committee resolve to accept all insurance and product disclosure information via email, and that the nominated email address of the owners corporation be determined.	
MOTION 4	TERM DEPOSITS	RESOLVED That the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.	
MOTION 5	CODE OF CONDUCT	RESOLVED That the attached Code of Conduct be accepted by all members.	
MOTION 6	NEXT MEETING	THAT the date, time and location of the next meeting on Thursday 10 October 2019 at 6pm in the building managers office.	

MOTION 7	CLOSURE	There being no further business the chairperson closed the meeting at 7:05pm.	
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Further Notes:

- + The building manager will be looking at the issues with the howling dogs in Unit 106 and will advised the strata manager and strata committee of any progress.

MINUTES OF ANNUAL GENERAL MEETING

Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held on Wednesday, 29 July 2020

at Gym Room of Botanica, Ground Floor, 140 Maroubra Rd, Maroubra

PRESENT:

J & J Bowen	Lot 4
R Drozdowski	Lot 8
M Vera	Lot 17
H Nguyen	Lot 71
SP & DC Johnson	Lot 98
J Sherwin	Lot 102
P & P Samios	Lot 117
A Ridgley	Lot 121
A Spella-Barberet	Lot 122

APOLOGY: A Wood Lot 16

PRESENT BY PROXY: Defence Housing Australia (Lot 37) proxy to chairperson
W Harris (Lot 93) proxy to chairperson

IN ATTENDANCE: J Liu Strata Plus
R O'Connor Excel Building Management

Those present determined that Jack Liu chair the meeting.

Half-hour after 6:00pm the chairperson declared that those present constituted a quorum.

The meeting was declared open at 6:30pm

MINUTES

CONFIRMATION OF RECORDS		
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last general meeting of the owners corporation held 04 July 2019 be confirmed as a true record and account of the proceedings at that meeting.
MOTION 2	ADOPTION OF FINANCIAL STATEMENTS	(a) RESOLVED that the audited financial reports for the period ended 30 April 2020 be adopted. (b) RESOLVED that the accounting records and statements of financial information for the period ended 30 April 2020 be adopted.
MOTION 3	STRATA MANAGING AGENT RE-APPOINTMENT	<p>A The owners corporation of Strata Plan No. 74790,</p> <p>(a) subject to entering into a new agreement with Strata Plus Pty Limited RESOLVED to terminate its current agency agreement by the mutual consent in accordance with clause 5.2 of the current agency agreement; and</p> <p>(b) RESOLVED to continue to appoint Strata Plus Pty Limited ABN 30096175709 as strata managing agent (Agent); and</p> <p>(c) RESOLVED to delegate to the Agent all of the functions of:</p> <p>(i) the owners corporation (other than those listed in section 52(2) of the Act); and</p> <p>(ii) its chairperson, treasurer, secretary and strata committee,</p>

		<p>necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement, a copy of which is attached to this notice (Agreement);</p> <p>(d) RESOLVED that the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and</p> <p>(e) RESOLVED that the owners corporation execute the Agreement to give effect to this appointment and delegation; and</p> <p>(f) RESOLVED that authority be given for the common seal of the owners corporation to be affixed to the Agreement by Jo Bowen and Rob Drozdowski.</p> <p>B RESOLVED that the delegations in this motion supersede all previous delegations.</p> <p>Notes to motion:</p> <p><i>The expiry date of this new agency agreement is 29 July 2021.</i></p>
COMMON PROPERTY RISK MANAGEMENT		
MOTION 4	CONFIRMATION OF CURRENT INSURANCES	RESOLVED that the owners corporation's current insurances as detailed in the attachment to the Notice were confirmed.
MOTION 5	INSURANCE COMMISSION	The owners corporation NOTED that Strata Plus confirmed that no commission or broker fee was received at the time the premium was paid.
MOTION 6	INSURANCE RENEWAL	RESOLVED that the owners corporation provided authorisation to the Building Management Committee (BMC) representatives to make decisions regarding the renewal of the insurances and that a standing authority be given to Strata Plus to renew the insurances for the scheme.
MOTION 7	BUILDING VALUATION	<p>That the owners corporation instructs the Building Management Committee (BMC) representatives to vote in favour of arranging a valuation for insurance purposes prior to the expiration of the current policy period and instruct the managing agent to alter the sum insured to that figure.</p> <p style="text-align: right;">MOTION DEFERRED</p>
MOTION 8	WORKERS COMPENSATION INSURANCE	RESOLVED that the owners corporation confirmed that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.
MOTION 9	ANNUAL FIRE SAFETY STATEMENT	<p>(a) RESOLVED that the owners corporation considered the status of the Annual Fire Safety Statement (AFSS) (if one is required for the building) and authorised the managing agent and building manager with the strata committee to make the arrangements for obtaining the next AFSS.</p> <p>(b) RESOLVED that the owners corporation authorized the following people to execute the AFSS on their behalf, in the following order:</p> <ol style="list-style-type: none"> The secretary of the scheme, then The Treasurer then The Chairperson, then The managing agent <p>(c) Acknowledged that a fee of one hour of the directors time will be payable by the owners corporation to the managing agent should they instruct the managing agent to sign the AFSS on their behalf.</p>
MOTION 10	WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT	<p>That the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and RESOLVE to:</p> <p>(a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 21 October 2014; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p> <p style="text-align: right;">MOTION DEFERRED</p>
FINANCIAL MATTERS		

MOTION 11	TERM DEPOSITS	RESOLVED that the treasurer of the owners corporation be authorised by standing authority to advise the strata managing agent of those amounts which may be placed on term deposit with the trust account bank.																
MOTION 12	APPOINTMENT OF AUDITOR	<p>RESOLVED that an auditor be appointed for the owners corporation for the financial year ending 30 April 2021.</p> <p>Notes to motion: <i>The strata manager shall obtain quotes from auditors for the strata committee to consider and approve before the end of the current financial year.</i></p>																
BUDGET AND LEVY CONTRIBUTIONS																		
MOTION 13	ADMINISTRATIVE FUND BUDGET & LEVIES	<p>RESOLVED that the Administrative Fund Budget for the financial year commencing 1 May 2020 be adopted and that levies of \$708,691.50 incl. GST (\$644,265.00 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>01 May 2020 (already issued as per resolution of last year’s AGM)</td><td>\$179,024.26</td></tr><tr><td>01 September 2020</td><td>\$176,555.75</td></tr><tr><td>01 November 2020</td><td>\$176,555.75</td></tr><tr><td>01 February 2021</td><td>\$176,555.75</td></tr><tr><td>Total</td><td>\$708,691.50</td></tr></table> <p>RESOLVED that the first levy for the 01 May 2021 financial year be due and payable to the Administrative Fund in accordance with the table below and that these amounts continue to fall due and payable on a quarterly basis until redetermined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>01 May 2021</td><td>\$176,555.75</td></tr></table>	Due Date	Admin Incl. GST	01 May 2020 (already issued as per resolution of last year’s AGM)	\$179,024.26	01 September 2020	\$176,555.75	01 November 2020	\$176,555.75	01 February 2021	\$176,555.75	Total	\$708,691.50	Due Date	Admin Incl. GST	01 May 2021	\$176,555.75
Due Date	Admin Incl. GST																	
01 May 2020 (already issued as per resolution of last year’s AGM)	\$179,024.26																	
01 September 2020	\$176,555.75																	
01 November 2020	\$176,555.75																	
01 February 2021	\$176,555.75																	
Total	\$708,691.50																	
Due Date	Admin Incl. GST																	
01 May 2021	\$176,555.75																	
MOTION 14	RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT	RESOLVED that the recommendations of the Capital Works Plan (or last Sinking Fund Forecast Report) prepared by Solutions IE were acknowledged, noting the details of the forecasted expenditure and recommended contributions.																
MOTION 15	CAPITAL WORKS FUND FORECAST REPORT	THAT the managing agent be instructed to arrange for an updated Capital Works Fund Forecast Report. <div>MOTION DEFERRED</div>																
MOTION 16	CAPITAL WORKS FUND BUDGET & LEVIES	<p>RESOLVED that the Capital Works Fund Budget for the financial year commencing 01 May 2020 be adopted and that levies of \$120,550.41 incl. GST (\$109,591.28 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>01 May 2020 (already issued as per resolution of last year’s AGM)</td><td>\$29,524.40</td></tr><tr><td>01 September 2020</td><td>\$30,342.01</td></tr><tr><td>01 November 2020</td><td>\$30,342.00</td></tr><tr><td>01 February 2021</td><td>\$30,342.00</td></tr><tr><td>Total</td><td>\$120,550.41</td></tr></table>	Due Date	Capital Works Incl. GST	01 May 2020 (already issued as per resolution of last year’s AGM)	\$29,524.40	01 September 2020	\$30,342.01	01 November 2020	\$30,342.00	01 February 2021	\$30,342.00	Total	\$120,550.41				
Due Date	Capital Works Incl. GST																	
01 May 2020 (already issued as per resolution of last year’s AGM)	\$29,524.40																	
01 September 2020	\$30,342.01																	
01 November 2020	\$30,342.00																	
01 February 2021	\$30,342.00																	
Total	\$120,550.41																	

		<p>RESOLVED that the first levy for the 1 May 2021 financial year be due and payable to the Capital Works Fund in accordance with the table below and that these amounts continue to fall due and payable on a quarterly basis until redetermined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2021</td><td>\$30,342.00</td></tr></table>	Due Date	Capital Works Incl. GST	1 May 2021	\$30,342.00
Due Date	Capital Works Incl. GST					
1 May 2021	\$30,342.00					
MOTION 17	WAIVING OF INTEREST	RESOLVED that interest is waived on late payment for contributions due 01 May 2020 up to 01 November 2020.				
MOTION 18	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	RESOLVED that the owners corporation removed the 10% per item limitation of budget to actual expenditure.				
MOTION 19	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED that the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <ul style="list-style-type: none">(a) the managing agent to issue reminder notices;(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;(c) the strata committee to provide consent for payment plans;(d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action.				
OWNERS CORPORATION GOVERNANCE						
MOTION 20	GENERAL MEETING PRE-MEETING ELECTRONIC VOTING	<p>THAT the owners corporation resolves that persons entitled to vote on a matter may vote prior to a general meeting by the following means:</p> <ul style="list-style-type: none">(a) an email to the strata managing agent attaching a completed voting paper from the email address provided by that lot owner for service of notices; or(b) via a website voting system provided by the strata managing agent for that purpose. and authorises the strata committee to determine which motions are to the subject of pre-meeting electronic voting. <p>MOTION DEFEATED</p>				
MOTION 21	STRATA COMMITTEE NOMINATION AND NUMBERS	<ul style="list-style-type: none">(a) RESOLVED that the following nominations were received given that consent was confirmed:<ul style="list-style-type: none">• Jo Bowen – Lot 4• Rob Drozdowski – Lot 8• Julie Sherwin – Lot 102• Peter Samios – Lot 117volunteered to stand for election to the strata committee(b) RESOLVED that the chairperson closed the nominations(c) RESOLVED that the number of strata committee members be determined at 4.				
MOTION 22	STRATA COMMITTEE ELECTION	<p>RESOLVED that given the number of nominations equals the number of members decided upon, then those members were duly elected, as follows;</p> <ul style="list-style-type: none">• Jo Bowen – Lot 4• Rob Drozdowski – Lot 8• Julie Sherwin – Lot 102• Peter Samios – Lot 117				

MOTION 23	RESTRICTIONS OVER THE STRATA COMMITTEE	RESOLVED that no matters are to be restricted matters. All matters relative to the management of the strata scheme are to be in accordance with the current provisions of the <i>Strata Schemes Management Act 2015 (NSW)</i> and/or future amendments.
MOTION 24	MINOR RENOVATION ANNUAL AUTHORITY	RESOLVED that, subject to the registration of the by-law, the functions of the owners corporation under Section 110 of the <i>Strata Schemes Management Act 2015</i> be delegated to the strata committee.
MOTION 25	BMC REPRESENTATIVES	<p>The owners corporation SPECIALLY RESOLVED to appoint a representative and substitute representative to the building management committee;</p> <ul style="list-style-type: none"> (a) RESOLVED to appoint Rob Drozdowski of Lot 8 to represent the interests of the owners corporation as a member at meetings of the Building Management Committee; and (b) RESOLVED to appoint Julie Sherwin of Lot 102 as substitute representative from the strata committee to represent the interests of the owners corporation in the representative's absence. <p style="text-align: right;">Total unit of entitlements voting: 990 In favour: 990 unit of entitlements (100%) Against: 0 unit of entitlements (0%)</p>
CLOSURE		There being no further business the meeting closed at 7.25pm

MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held immediately after the Annual General Meeting

on Wednesday, 29 July 2020

at Gym room of Botanica, 140 Maroubra Road, Maroubra NSW 2035

PRESENT:	J Bowen	Lot 4
	R Drozdowski	Lot 8
	J Sherwin	Lot 102
	P Samios	Lot 117
IN ATTENDANCE:	J Liu	Strata Plus
	R O'Connor	Excel Building Management
	M Vera	Lot 17
	SP & DC Johnson	Lot 98
	A Ridgley	Lot 121
	A Spella-Barberet	Lot 122

Those present determined that Jack Liu chair the meeting.

The chairperson declared a quorum. The meeting was declared open at 7:25pm

MINUTES

MOTION 1	ACTING MEMBERS	It was NOTED the strata committee did not receive any appointment of acting member for the purpose of this meeting of the strata committee.
MOTION 2	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last executive committee meeting held 22 April 2020 be confirmed as a true and accurate record of that meeting.
MOTION 3	PECUNIARY INTEREST	It was NOTED that the strata committee did not receive any disclosures of pecuniary interest in relation to matters for this meeting.
MOTION 4	ELECTION OF OFFICE BEARERS	RESOLVED that the following office bearers be appointed. Chairperson: Rob Drozdowski Secretary: Jo Bowen Treasurer: Julie Sherwin
MOTION 5	ELECTRONIC SERVICE OF INSURANCE INFORMATION	RESOLVED that the strata committee would accept all insurance and product disclosure information via email, and that the nominated email address of the owners corporation was determined to be that of the Secretary's.
MOTION 6	TERM DEPOSITS	RESOLVED that the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.
MOTION 7	FINANCIAL REPORTS	RESOLVED that the treasurer be nominated to receive the monthly financial reports.
MOTION 8	NEXT MEETING	RESOLVED that the next committee meeting will be held at 6pm on Wednesday 21 October 2020 via teleconferencing (via Zoom or another platform).
MOTION 9	CLOSURE	There being no further business the chairperson closed the meeting at 8:15pm

The following general business issues were raised and discussed at the meeting;

- That a building managers report tabled at the meeting by Excel Building Management was adopted and discussed; and that committee resolved to approve ACES Air Conditioning's quote to the amount of \$13,953.00 plus GST for works to reduce noise emission from the level 9 rooftop ventilation; the committee resolved to implement Building Link at a yearly cost of \$3,1912.00 plus GST; the full report is attached to the minutes of this meeting;
- An issue of the lifts occasionally not opening the doors were discussed; the building manager has been tasked to investigate this further in coordination with the lift service provider;
- The needs of replacing the common carpets were discussed; it was agreed that the building manager shall obtain quotes for the committee to consider;
- The issue of overgrown trees between the two building towers was discussed and that building manager shall investigate this issue and provide further advice to the committee;
- An issue of black scale infestation of the common gardens was discussed and a gardener will be engaged to address this issue.



Pacific Square
717 Anzac Parade, Maroubra NSW 2035
Telephone: 9349 5962
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pacific@excelbm.com.au

Building Managers Report

Strata Committee Meeting Panorama SP 74790 – 29th July 2020

Logged Date 17th July 2020

Authors Ryan O'Connor – Senior Building Manager – Excel Building Management
Peter Ng – Building Manager – Excel Building Management
Kerry Wilson – Assistant Building Manager – Excel Building Management

Client Distribution Strata Committee Members: Peter Samios Joanne Bowen
Julie Sherwin Robert Drozdowski
Cindy Tjahja

Strata Manager: Jack Liu

Internal Distribution: headoffice@excelbm.com.au

No.	Key Words	Item Description	Action	Comments						
DECISION ITEM										
1.	Noise from Roof Top Ventilation impacting residents	Level 9	<p>Consideration from the committee to rotate roof fan and duct west, away from the noise affected building and internally lag the ducting to reduce noise emission as per the recommendation from our acoustic consultant report completed by <i>Wilkinson Murray</i>.</p> <table><tr><th>Contractor</th><th>Cost + GST</th></tr><tr><td><i>ACES Air Conditioning</i></td><td>\$13,953.00 Plus GST</td></tr><tr><td><i>Premier HVAC Services</i></td><td>\$25,200.00 Plus GST</td></tr></table> <p>Building Management recommend choosing <i>ACES Air-Conditioning</i> to perform these works due to the great price and their experience on-site.</p> <p>Will the committee approval the total expenditure of \$13,953.00 Plus GST for <i>ACES Air-Conditioning</i> to perform ductwork relocation?</p>	Contractor	Cost + GST	<i>ACES Air Conditioning</i>	\$13,953.00 Plus GST	<i>Premier HVAC Services</i>	\$25,200.00 Plus GST	
Contractor	Cost + GST									
<i>ACES Air Conditioning</i>	\$13,953.00 Plus GST									
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No.	Key Words	Item Description	Action	Comments
2.	Building Management System	Building Link	<p>Consideration by the committee to implement <i>BuildingLink</i>.</p> <p><i>BuildingLink</i> is a management system for apartment buildings and complexes.</p> <p>It is a great way to monitor maintenance requests, keep asset records accurate and importantly provide Building Management with a direct way of communicating with residents.</p> <p><i>BuildingLink</i>'s subscription is a yearly cost that would be divided by all five strata plans.</p> <p>Building Management have secured a great rate of \$2 per apartment, per month.</p> <p>The annual cost for building link in Panorama is: \$3,192.00 Plus GST.</p> <p>Will the Committee approve of the implementation of <i>BuildingLink</i> at a yearly cost of \$3,192.00 Plus GST?</p>	
UPDATES				
3.	Apt 111	Noise in Apartment	<p>The Residents advised that they are experiencing noise within their apartment that can be described mechanical buzzing sound.</p> <p>The Residents confirmed with Building Management they had experienced similar noises from the Coles tenancy below their location (loading dock and plant rooms).</p> <p>Building Management have not heard from this resident. This issue is being monitored.</p>	
4.	Window Cleaning	Windows	<p>At the recent BMC meeting the window cleaning quote was approved.</p> <p>The window cleaning is scheduled to take place in Panorama from 29th July – 31st July (Weather Permitting)</p> <p><u>Panorama Cost = \$4,515.00 Plus GST</u></p>	




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No.	Key Words	Item Description	Action	Comments										
5.	Automated Fire System	Fire Panel Upgrade	<p>During 12th March BMC AGM the committee approved the installation of updated Fire Indicator Panels & detectors.</p> <p>The residential part of these works is complete, with detectors installed across common property successfully.</p> <p>The Fire Indication Panels and Emergency Warning Indication System have been upgraded and tested.</p>											
6.	Façade and Painting Report	Painting of Pacific Square	<p><i>Diagnostech</i> have provided a proposal for project & tender management and scoping of works required at Pacific Square.</p> <p>BMC Committee approved <i>Diagnostech</i> Stage's 1 & 2.</p> <table><tr><th><i>Diagnostech Remedial Consultant</i></th><th><i>Cost Plus GST</i></th></tr><tr><td><i>Stage 3 – Tender Process</i></td><td>\$5,500.00 Plus GST</td></tr><tr><td><i>Stage 4 – Contracts</i></td><td>\$3,250.00 Plus GST</td></tr><tr><td><i>Stage 5 – Project Management</i></td><td>9.5% of contract</td></tr><tr><td><i>Stage 6 – Defects Liability Period</i></td><td>Hourly Rates</td></tr></table> <p><i>Diagnostech</i> have completed Stages 1 & 2 of their proposal.</p> <p>Technical specification document shared with BMC committee.</p> <p>Building Management recommend arranging a separate stand-alone meeting for discussions regarding the façade and painting project.</p> <p>Committee members will be contacted to arrange a time and date that suits.</p> <p>BMC Committee approved <i>Diagnostech</i> to proceed to Stage 3 – Tender Process.</p> <p><u>Panorama Cost Stage 3 = \$650.00 Plus GST</u></p>	<i>Diagnostech Remedial Consultant</i>	<i>Cost Plus GST</i>	<i>Stage 3 – Tender Process</i>	\$5,500.00 Plus GST	<i>Stage 4 – Contracts</i>	\$3,250.00 Plus GST	<i>Stage 5 – Project Management</i>	9.5% of contract	<i>Stage 6 – Defects Liability Period</i>	Hourly Rates	
<i>Diagnostech Remedial Consultant</i>	<i>Cost Plus GST</i>													
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No.	Key Words	Item Description	Action	Comments
7.	Fire Doors	Waste Management	<p>The BMC Committee have approved the 660 L bin change to proceed at Pacific Square.</p> <p>Both garbage doors for Panorama required slight alterations to fit the 660 L bins.</p> <p>Committee approval provided for garbage door rectification. Works to take place on Tuesday 16th June 2020.</p> <p>Garbage room doors have been altered and re-fitted. Works complete.</p>	
COMPLETED ITEMS				
8.	Gym Upgrade	Replacement of equipment	<p>Building Management are happy to announce the gymnasium upgrades are complete.</p> <p>The gym upgrade was completed on 22nd March 2020.</p>	
9.	Access Control Upgrade	Security	<p>Access control upgrade was completed on 20th April 2020.</p> <p>The access control contractor <i>Tesnik</i> advised that Panorama required additional panels to be installed to keep up with the new system due.</p> <p>These panels were very old and could not be used, this was an additional variation of \$4,380.00 Plus GST to supply, install test and commission on the same day to ensure no unsecured downtime.</p>	
10.	Levels B2, B3	Storage Cages	<p>Reflective signage has been installed on all storage cages in Residential Carpark B2 and B3.</p>  <p>All cage signage installed and completed by 2020 building.</p>	



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No.	Key Words	Item Description	Action	Comments
11.	Hydraulic Rectification Works	Works to B3 and B2 Car parks	<p>B2 Works are complete B3 works Compete Testing and commissioning successful</p> <p>Building Management to inspect site with Icon Project Management</p> <p>15/10 - Inspection completed with directions issued to Project Manager and Contractor.</p> <p>24/01 - Onsite meeting with ICON, F&J and City Plan for final inspection to certify works.</p> <p>27/01 – Defects Liability Period has begun – Ends on 27/01/2020.</p>	



MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Pl Maroubra NSW 2035

The meeting was held on Tuesday 27th April 2021
at the Centre Management Office, Pacific Square

PRESENT:

J Bowen	Lot 4
R Drozdowski	Lot 8
J Sherwin	Lot 102
P Samios	Lot 117

IN ATTENDANCE:

C Arrand	Excel Building Management
R O'Connor	Excel Building Management
F Mak	Strata Plus

Those present determined that Fiona Mak chair the meeting.

The chairperson declared a quorum, and the meeting was opened at 4:00pm

MINUTES

STATUTORY MATTERS		
MOTION 1	ACTING MEMBERS	WITHDRAWN that pursuant to section 34 of the Strata Schemes Management Act 2015, the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this meeting of the strata committee.
MOTION 2	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last committee meeting held 20 January 2021 be confirmed as a true and accurate record of that meeting.
MOTION 3	PECUNIARY INTEREST	It was NOTED that the strata committee did not receive any disclosures of pecuniary interest in relation to matters for this meeting.
MOTION 4	FINANCIAL STATEMENTS	RESOLVED that the financial statements as presented by Strata Plus for the period ending 31 March 2021 be adopted.
MOTION 5	DRAFT BUDGET 2021/22	RESOLVED that the draft budget prepared by the Treasurer be reviewed by the strata committee and any adjustments be made. It was discussed that the Owners Corporation will need to replace 4x lifts in 10 years in accordance with the advice received from the Lift Consultants. The total cost of the lift upgrade is \$900,000.00 (not taking into consideration inflation in 10 years' time) The committee considered multiple options for raising money (raising levies gradually over the years or special levies) and it was determined to increase the capital works fund levy by 25% for next year and then increase by 3.1% over the following 9 years. This increase will be proposed at the upcoming AGM.





BY- LAW COMPLIANCE		
MOTION 6	BY-LAW NON-COMPLIANCE	RESOLVED that the strata manager can issue a notice of the owners corporation on an owner or occupier requiring them to comply with a specific by-law. The instruction is to be given by either the building manager or the secretary and one other member of the committee as follows: (a) Unit 704 (Lot 95) – Red Commodore is leaking all over the concrete of their car space. Strata Manager to write a breach letter and request clean.
MOTION 7	BUILDING MANAGERS REPORT	RESOLVED that the building managers report be tabled and received, and that the strata committee issue instructions as follows: <ul style="list-style-type: none">- Unit 914 balcony leaks - water ingress due to small screws that have been left over in the parapet walls. Frazer Access will be attending to this work- Unit 903 window leaks – source of the ingress had been difficult to find but Partridge Consultants have been engaged to find the source of the leaks.
MOTION 8	BUILDING MANAGEMENT COMMITTEE UPDATE	RESOLVED that an update be provided regarding matters within the Building Management Committee and that instructions be provided as follows: <ul style="list-style-type: none">- Painting and Façade Tender – Various BMC members had a meeting with Diagnostech and they are to come back to the BMC with a more realistic tender costing that is more suited to our needs.- SMS Amendment is still ongoing. Various members are meeting on a weekly basis.
MOTION 9	WORK HEALTH & SAFETY	WITHDRAWN that the strata committee discuss current Work, Health and Safety issues, resolved to make any decisions necessary in that regard, and provided instructions to the managing agent / building manager accordingly.
MOTION 10	CORRESPONDENCE	WITHDRAWN that the strata committee table and discuss items of correspondence, and resolved to make the following decisions necessary in that regard;
MOTION 11	APPLICATIONS	WITHDRAWN that any applications submitted be considered and approved.
NEXT MEETING		
MOTION 12	NEXT MEETING	RESOLVED that the next strata committee meeting will be held after the AGM at 5:30pm on Wednesday, 14 July 2021 in Centre Management Office. Motion to be added to the AGM agenda to consider an Honorarium to the Treasurer of \$4,000.00
CLOSURE		There being no further business the chairperson declared the meeting closed at 5:25pm



MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners– Strata Plan No 74790

Panorama

1 Bruce Bennetts Pl Maroubra NSW 2035

The meeting was held on Wednesday 22 September 2021

Via Zoom

PRESENT:	J Bowen	Lot 4
	R Drozdowski	Lot 8
	J Sherwin	Lot 102
APOLOGIES:	P Samios	Lot 117
IN ATTENDANCE:	R O'Connor	Excel Building Management
	F Mak	Strata Plus

Those present determined that Fiona Mak chair the meeting.

The chairperson declared a quorum, and the meeting was opened at 3:33 pm

MINUTES

MOTION 1	ACTING MEMBERS	WITHDRAWN that pursuant to section 34 of the Strata Schemes Management Act 2015, the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this meeting of the strata committee.
MOTION 2	CONFIRMATION OF MINUTES	RESOLVED the minutes of the last committee meeting held 28 July 2021 be confirmed as a true and accurate record of that meeting.
MOTION 3	PECUNIARY INTEREST	WITHDRAWN that the strata committee: <ul style="list-style-type: none"> (a) receive any disclosures regarding pecuniary interests; (b) record the details of these interests in the disclosure book; (c) for each disclosure made, determine whether that member can <ul style="list-style-type: none"> i. be present during the deliberations for that matter, or ii. take any part in the decision of that matter.
MOTION 4	FINANCIAL STATEMENTS	RESOLVED that the financial statements as presented by Strata Plus for the period ending 31 August 2021 be adopted. Note: Lot 88 arrears – Strata Manager to update committee on status of debt recovery Lot 121 – Strata Manager to reach out to them to follow up on payment of levies.
MOTION 5	DRAFT BUDGET 2021/22	RESOLVED that the amended budget prepared by the Treasurer be reviewed by the strata committee and any adjustments be made. Note:

		The committee agreed to a minimal increase of levies at this moment as there will be significant special levy next year for painting façade project. They accept the draft budget as presented.
MOTION 6	NEXT MEETING	<p>RESOLVED that the date, time and location of the next meeting of the strata committee will be after the AGM on 20th October 2021 commencing at 5:30pm via Zoom.</p> <p>Add motion on the AGM agenda to advise people of the special levy next year for the painting façade project</p>
	CLOSURE	The chairperson declared the meeting closed at 4:02pm

NOTICE OF ANNUAL GENERAL MEETING

Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)

TO The Owners – Strata Plan No. 74790
Panorama
1 Bruce Bennetts Place, Maroubra NSW 2035

DATE, PLACE AND TIME

The meeting will be held on Wednesday 27th October 2021
at via Zoom, please contact your strata manager for a link to the meeting
The meeting will commence at 5:30 PM

AGENDA

1. Preliminaries
 - + recording of persons present and in attendance
 - + receipt of proxies
 - + recording of apologies
 - + announcement of persons entitled to vote
 - + determination of a quorum
2. Opening
 - + confirming chairperson
 - + commencement time
3. Consideration of attached motions
4. Closure

- ✓ All owners are encouraged to attend the annual general meeting (AGM) so as to participate in and contribute to the management of your scheme.
If you are unable to attend please complete and return the proxy form to our office prior to the meeting to assist with achieving a quorum.
Post to Strata Plus, PO Box H181, AUSTRALIA SQUARE NSW 1215, or email to your strata manager.
- ✓ This notice includes a further call for nominations of members to the strata committee.
If you are interested in being involved please complete the strata committee nomination form AND return prior to the meeting or bring with you to the AGM.
- ✓ Please read the Statutory Information enclosed to ensure you understand the circumstances in which you will be entitled to vote at the AGM as well as the guidelines on meeting procedures.

Should you have any queries regarding this notice of meeting or any of the items contained within, please contact our office prior to the meeting on 02 8198 8500.

Your Strata Manager is Fiona Mak (email: Fiona.mak@strataplus.com.au)

NOTICE DATE: 8 October 2021

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Strata committee nomination form	Loose enclosed

STATUTORY INFORMATION

PERSONS ENTITLED TO VOTE AT GENERAL MEETINGS

(Clauses 8, 23 & 24 of Schedule 1 of the Act)

Each owner, and each person entitled to a priority vote, has voting rights that may be exercised at a general meeting of the owners corporation, but only if the owner or person is recorded in the strata roll and, in the case of a corporation, the company nominee is recorded in the strata roll.

Voting may be exercised in person or by proxy. If the owner is a corporation, voting may be exercised only by the company nominee in person, or by a proxy appointed by the corporation.

- ✓ If you are the company nominee and unsure whether you are recorded on the strata roll, then call the office to check or execute and return the enclosed company nominee form prior to the meeting.

Priority vote

A vote at a meeting by the owner of a lot does not count if a priority vote in respect of the lot is cast in relation to the same matter. If a priority vote is cast in relation to a lot, a vote on the same matter by the owner of the lot does not count. A priority vote has no effect however, unless at least 2 days' written notice of intention to exercise the priority vote at the particular meeting has been given to the owner of the lot.

Essentially an owners vote does not count if a vote is cast on the same motion by:

- ✗ The mortgagee shown on the strata roll for the lot
- ✗ The covenant chargee shown on the strata roll for the lot
- ✗ In the case of multiple mortgagees or covenant changes, the priority mortgagee or chargee shown on the strata roll.

Voting eligibility & financial status

A vote at a general meeting by an owner of a lot or a person with a priority vote in respect of a lot will not count (other than on 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 that are owing.

- ✓ These contributions and amounts recoverable must be paid in full prior to the meeting. "Payment" means that cleared funds must be in the owners corporation's bank account before the meeting. Cash, bank cheques, personal cheques or copies of post office receipts (or the like) will **not** be accepted on the day of the meeting.

PROXIES

(Clauses 25 to 27 of Schedule 1 of the Act)

A person is a duly appointed proxy if the person is appointed as a proxy by an instrument in the form prescribed by the regulations. The proxy form contains mandatory instructions on how to complete.

- ✓ For the proxy to be effective / valid the details provided must be as per instructions AND the proxy must be given to the secretary or managing agent on the date recorded on the form AND before the meeting (24 hours before in the case of a large scheme).

A proxy cannot exercise a vote in relation to a matter if the person who appointed the proxy is exercising personally a power to vote on that matter.

A proxy has effect for the period commencing with the day on which it takes effect and ending with the later of the first anniversary of that day and the conclusion of the second annual general meeting held after that day, unless it is sooner revoked or a shorter period is stipulated on the proxy form.

If the instrument appointing a proxy limits the manner in which the proxy may vote at a meeting, a vote by the proxy that does not observe the limitation is invalid.

A duly appointed proxy may vote on a show of hands or demand a poll.

- ✓ If you appoint the managing agent as your proxy, you **must** circle number 2 and provide specific written instructions on how you wish to vote on each of the motions. If there are no specific instructions then the managing agent will use your proxy for quorum purposes but will abstain from voting on each of the motions.

PROXIES *cont'd*

Limitations on proxies

The number of proxies that may be held by a person (other than proxies held by the person as a co-owner of a lot)

- (a) If the scheme has 20 lots or less, then one proxy per person.
- (b) If the scheme has more than 20 lots, then a number that is equal to not more than 5% of the total number of lots. Example: if it is a 90 lot scheme, then one person can only hold 4 proxies.

- ✓ **Contact your proposed proxy holder and ask if they hold other proxy forms before you start to complete the form.**

QUORUM

(Clause 17 of Schedule 1 of the Act)

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

There is a quorum for considering and voting on such a motion or at such an election only if:

- (a) at least one-quarter of the number of persons entitled to vote is present, either personally or by duly appointed proxy, or
- (b) at least one-quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present and entitled to vote, either personally or by duly appointed proxy.
- (c) If there is more than one owner in the strata scheme and the quorum calculated is less than 2 persons, the quorum is 2 persons entitled to vote on the motion or at the election of the executive committee.

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

If no quorum

If a quorum is not present within the next half-hour after the relevant motion or business arises for consideration at the meeting, then the chairperson **must** either:

- (a) Adjourn the meeting for at least 7 days, or
- (b) Declare that those present constitutes a quorum.

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

ADJOURNMENTS

(Clause 20 of Schedule 1 of the Act)

A general meeting of an owners corporation may be adjourned for any reason if a motion is passed at the meeting for the adjournment.

If a general meeting of the owners corporation is adjourned (including where the meeting is adjourned due to a lack of quorum):

- (a) the time and place at which the adjourned meeting is to be resumed must be fixed by the person who was presiding at the meeting or, in the case of a meeting that is adjourned due to lack of a quorum, by the person who would have presided at the meeting, and
- (b) notice of that time and place must be served by the secretary on the members of the owners corporation at least 1 day prior to the meeting.

OTHER INFORMATION

Types of resolutions

Motions requiring special resolution or unanimous resolution will be clearly stated. All other resolutions are by a simple majority of votes cast.

A **special resolution** means that not more than one-quarter of votes cast have voted against. The value of the vote is based in the unit of entitlement.

A **unanimous resolution** means that no vote has been cast against. Owners do not need to be financial in order to vote for a unanimous resolution.

Tenants

Tenants are entitled to attend but not entitled to vote. Tenants may only address the meeting if there is a resolution giving them the authority to do so. The owners corporation can determine at any time during the AGM that the tenants are not to be present when discussing financial matters.

Definitions

Act means the Strata Schemes Management Act 2015 (NSW)

Managing agent means the duly appointed strata managing agent pursuant to Section 49 of the Act.

Motion means a motion submitted for consideration by the owners corporation. It can be made by an owner, or any person entitled to vote, via a written notice which sets out the required motion, names the person, and provides an explanation of not more than 300 words.

Regulations means the Strata Schemes Management Regulation 2016 (NSW)

STRATA COMMITTEE ELECTION

(Sections 31 to 32, & Clause 5 of Schedule 1 of the Act)

(Clauses 9 & 11 of the Regulations)

The members of the strata committee must be elected at each AGM of the owners corporation.

The strata committee is to consist of such number of members, as the owners corporation may determine, but may not exceed 9. Large schemes must have a minimum of 3 members.

Eligible for election

- (a) an individual who is an owner
- (b) a company nominee of a corporation that is an owner
- (c) a co-owner of a lot if nominated by another owner other than the co-owner, or the co-owner if they are not a candidate. Only one co-owner of a lot can be a member at the same time.
- (d) an individual who is not an owner but who is nominated for election by an owner who is not a member nor a candidate.

Who is ineligible

- × Building manager
- × Property manager / leasing agent
- × Person connected to the original owner who does not disclose the connection. Note that the disclosure must be made at the AGM before the election and recorded in the minutes of the AGM.
- × Un-financial owner at the time of the notice who has not paid amounts owing prior to the meeting.
- × If become ineligible after appointment and does not disclose in writing to the secretary or chairperson.

Who can nominate

- ✓ Sole owners can self-nominate.
- ✓ A person who is an owner of more than one lot, can nominate one person per lot.
- ✓ An owner does not need to be financial to nominate another person.
- ✓ An owner who is un-financial can be nominated providing the person nominating you is financial.
- ✓ A co-owner can nominate other co-owners of their lot providing they are not a candidate for election.

Any person nominating or being nominated for the strata committee must do so either verbally at the AGM or if not at the AGM, then in writing prior to the meeting. A strata committee nomination form is enclosed for this purpose. Owners are encouraged to return this form prior to the AGM to ensure the accuracy of the nomination.

MOTIONS FOR CONSIDERATION

CONFIRMATION OF RECORDS			
MOTION 1	CONFIRMATION OF MINUTES	THAT the minutes of the last annual general meeting of the owners corporation held 29 July 2021 be confirmed as a true and accurate record of that meeting.	Clause 8 (1) of Schedule 1 of the Act
MOTION 2	ADOPTION OF FINANCIAL STATEMENTS	<p>(a) THAT the audited financial reports for the financial year ending 30 April 2021 be adopted.</p> <p>(b) THAT the accounting records and statements of financial information for the period ending 30 April 2021 attached be adopted.</p> <p>Notes to motion:</p> <p><i>The financial reports include accounting records and statements of financial information as prescribed by the Act. This includes additional items compared with the previous legislation.</i></p> <p><i>To save time at the meeting and to allow us to properly address your queries, please direct any queries you have regarding the trust accounts to our office prior to the meeting.</i></p>	<p>Section 92 and clause 9 (a) & (b) of Schedule 1 of the Act</p> <p>Forms 2 & 3 in Schedule 1 of the Regulations</p>
MOTION 3	STRATA MANAGING AGENT RE-APPOINTMENT	<p>A THAT the Owners Corporation of Strata Plan No. 74790,</p> <p>(a) subject to entering into a new agreement, terminate its current agency agreement by the mutual consent with Strata Plus Pty Limited in accordance with clause 5.2 of the current agency agreement; and</p> <p>(b) continues to appoint Strata Plus Pty Ltd ABN 30 096 175 709 as Strata Managing Agent (Agent); and</p> <p>(c) delegate to the Agent all of the functions of:</p> <p>(i) the Owners Corporation (other than those listed in section 52(2) of the Act); and</p> <p>(ii) its Chairperson, Treasurer, Secretary and Executive Committee,</p> <p>necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement, a copy of which is attached to this notice (Agreement);</p> <p>(d) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and</p> <p>(e) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and</p> <p>(f) authority be given for the common seal of the Owners Corporation to be affixed to the Agreement by the secretary and any other member of the strata committee OR two members of the strata committee.</p> <p>B That the delegations in this motion supersede all previous delegations.</p>	Sections 15(h), 49 & 50 of the Act
COMMON PROPERTY RISK MANAGEMENT			
MOTION 4	CONFIRMATION OF CURRENT INSURANCES	THAT the owners corporation's current insurance policies as detailed in the attached schedule be confirmed.	Sections 164 & 165 and clause 9(c)&(d) of Schedule 1 of the Act

MOTION 5	INSURANCE COMMISSION & TRAINING SERVICES	THAT the owners corporation NOTE Strata Plus confirms that no commission or broker fee was received at the time this premium was paid.	Section 60 and clause 9(g) of Schedule 1 of the Act
MOTION 6	INSURANCE RENEWAL	THAT the owners corporation provides authorisation to the Building Management Committee (BMC) representatives to make decisions regarding the renewal of the insurances and that a standing authority be given to Strata Plus Pty Limited to renew the insurances for the scheme. Notes to motion: <i>This motion authorises the managing agent to place insurance, however our standard practise is to only use this authority if there is no feedback from the committee about the broker's recommendation. The use of an insurance broker satisfies the 3 quotation requirement.</i>	Sections 164, 165(1) & (2) & 166 and clause 9 (c) & (d) of Schedule 1 of the Act
MOTION 7	BUILDING VALUATION	THAT the owners corporation instructs the Building Management Committee (BMC) representatives to vote in favour of arranging a valuation for insurance purposes prior to the expiration of the current policy period and instruct the managing agent to alter the sum insured to that figure. Last obtained: 12 November 2018	
MOTION 8	WORKERS COMPENSATION INSURANCE	THAT the owners corporation resolves to confirm that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.	
MOTION 9	RECTIFICATION WORK TO COMMON PROPERTY	THAT the owners corporation consider possible defect and rectification works required to common property. If required, authorize the strata manager to engage relevant building experts to inspect the property and provide a report. Notes to motion: <i>The legislation imposes a duty to repair and maintain.</i>	Section 106 of the Act
MOTION 10	ANNUAL FIRE SAFETY STATEMENT	THAT the Owners Corporation RESOLVES pursuant to section 12 and Clause 6 (c) of Schedule 1 of the Strata Schemes Management Act 2015 ('the Act') to do the following: (a) Select a practitioner who classifies as competent fire safety practitioner. (b) Appoint and engage the competent fire safety practitioner (the CFSP) to: (i) Undertake fire safety inspections of the buildings fire safety services measures; and (ii) Submit any corrective actions identified, to enable the Strata Committee/Owners Corporation determine what rectifications are required, if any; (iii) Prepare an Annual Fire Safety Statement for the building in accordance with the applicable provisions of the Environmental Planning and Assessment Regulation 2020 (NSW), and the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulation 2017 (as amended) (EP&A Regulation); and (iv) Sign the annual fire safety statement (AFSS) on behalf of the Owners Corporation provided that the requirements for an annual fire safety statement	Notes: The contractor appointed to sign the certificate needs to be listed as accredited on the FPA Australia Fire Safety Assessor Register for the items they are certifying: http://connect.fpaa.com.au/FireSafetyAssessor If the contractor is not on the register, then the Secretary is required to sign the AFSS.

		<p>under the EP&A Regulation have been met; and Delegate to the strata managing agent under section 52, authority to arrange inspections for the purposes of fire safety in accordance with section 123 of the Act; and</p> <p>(c) THAT the owners corporation authorize the following people to execute the AFSS on their behalf, in the following order:</p> <ol style="list-style-type: none"> The secretary of the scheme, then A member of the committee to be determined at the meeting, then A second member of the committee to be determined at the meeting, then The managing agent. FURTHER that the owners corporation acknowledge that a fee of one hour of the director's time will be payable by the owners corporation to the managing agent should they instruct the managing agent to sign the AFSS on their behalf. <p>(d) Delegate to the strata managing agent the lodgement of the AFSS statement (where required) to the local Council and Fire & Rescue.</p>	
MOTION 11	WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT	<p>THAT the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and RESOLVE to:</p> <p>(a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 23 August 2019; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p> <p>Notes to motion:</p> <p><i>Undertaking a Work, Health & Safety Report may outline areas of the property which require maintenance to avoid risk.</i></p>	
FINANCIAL MATTERS			
MOTION 12	TERM DEPOSITS	THAT the treasurer of the Owners Corporation be authorised by standing authority to advise the Strata Managing Agent of those amounts which may be placed on term deposit with the trust account bank.	Sections 75(1) and 78(1) of the Act.
MOTION 13	APPOINTMENT OF AUDITOR	<p>THAT an auditor be appointed by the owners corporation for the financial year ending 20 April 2022.</p> <p>Notes to motion:</p> <p><i>The role of the auditor is to provide an independent professional assessment that the financial records are being maintained in accordance with the Act and Regulations.</i></p> <p><i>For large strata schemes and schemes with an annual budget of more than \$250,000 it is mandatory audited financials to be presented.</i></p>	<p>Sections 95 and clause 9(c) of Schedule 1 of the Act</p> <p>Clause 21 of the Regulations</p>
MOTION 14	HONORARIUM PAYMENT	THAT a payment by the owners corporation of \$4,000.00 to Julie Sherwin, owner of Lot 102, be made in appreciation	Section 46 of the Act

		and recognition of her services as Treasurer performed up until the end of financial year ending 30 April 2021.																	
BUDGET AND LEVY CONTRIBUTIONS																			
MOTION 15	ADMINISTRATIVE FUND BUDGET & LEVIES	<p>THAT the Administrative Fund Budget for the financial year commencing 1 May 2021 be adopted and that levies of \$763,685.70 incl. GST (\$694,387.00 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 May 2021 (already issued as per resolution of last year’s AGM)</td><td>\$176,555.87</td></tr><tr><td>1 August 2021 (already issued as per resolution of last year’s AGM)</td><td>\$176,555.87</td></tr><tr><td>1 November 2021</td><td>\$205,356.98</td></tr><tr><td>1 February 2022</td><td>\$205,356.98</td></tr><tr><td>Total</td><td>\$763,825.70</td></tr></table> <p>THAT the first levy for the 1 May 2022 financial year be due and payable to the Administrative Fund in accordance with the table below and that these amounts continue to fall due and payable on a quarterly basis until redetermined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>1 May 2022</td><td>\$205,356.98</td></tr></table> <p>Notes to motion:</p> <p><i>The attached proposed administrative fund budget determines the contributions by the lots (admin fund levies).</i></p> <p><i>Owners can calculate the individual portion of the levies by multiplying the rate per unit entitlement which appears at the bottom of the budget, by the unit entitlement for the lot.</i></p> <p><i>The quarterly cycle period must allow all levy contributions to be raised fully within the financial year period.</i></p>	Due Date	Admin Incl. GST	1 May 2021 (already issued as per resolution of last year’s AGM)	\$176,555.87	1 August 2021 (already issued as per resolution of last year’s AGM)	\$176,555.87	1 November 2021	\$205,356.98	1 February 2022	\$205,356.98	Total	\$763,825.70	Due Date	Admin Incl. GST	1 May 2022	\$205,356.98	Section 79(1) & 81(1) of the Act.
Due Date	Admin Incl. GST																		
1 May 2021 (already issued as per resolution of last year’s AGM)	\$176,555.87																		
1 August 2021 (already issued as per resolution of last year’s AGM)	\$176,555.87																		
1 November 2021	\$205,356.98																		
1 February 2022	\$205,356.98																		
Total	\$763,825.70																		
Due Date	Admin Incl. GST																		
1 May 2022	\$205,356.98																		
MOTION 16	RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT	<p>THAT the recommendations of the last Capital Works (or Sinking) Fund Forecast Report prepared by Solutions IE be acknowledged, noting the attached summary from that report which details the forecasted expenditure and recommended contributions.</p> <p style="text-align: right;">Last obtained: 13 December 2016</p> <p>Notes to motion:</p> <p><i>A full copy of the report can be obtained by using your client login or contacting the managing agent prior to the meeting.</i></p>	Clause 6(b) of Schedule 1 of the Act																
MOTION 17	CAPITAL WORKS FUND FORECAST REPORT	<p>THAT the managing agent be instructed to arrange for an updated Capital Works Fund Forecast Report.</p> <p style="text-align: right;">Last obtained: 13 December 2016</p> <p>Notes to motion:</p> <p><i>It is a requirement that an updated report be undertaken once every five years.</i></p>	Clause 6(b) of Schedule 1 of the Act																

MOTION 18	CAPITAL WORKS FUND BUDGET & LEVIES	<p>THAT the Capital Works Fund Budget for the financial year commencing 1 May 2021 be adopted and that levies of \$124,287.25 incl. GST (\$112,988.41 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital Works Inc GST</th></tr><tr><td>1 May 2021 (already issued as per resolution of last year's AGM)</td><td>\$30,342.05</td></tr><tr><td>1 August 2021 (already issued as per resolution of last year's AGM)</td><td>\$30,342.05</td></tr><tr><td>1 November 2021</td><td>\$31,801.58</td></tr><tr><td>1 February 2022</td><td>\$31,801.58</td></tr><tr><td>Total</td><td>\$124,287.25</td></tr></table> <p>THAT the first levy for the 1 May 2022 financial year be due and payable to the Capital Works Fund in accordance with the table below and that these amounts continue to fall due and payable on a quarterly basis until redetermined at next year's annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl GST</th></tr><tr><td>1 May 2022</td><td>\$31,801.58</td></tr></table> <p>Notes to motion:</p> <p><i>The attached proposed capital works fund budget determines the contributions by the lots (capital works fund levies).</i></p> <p><i>The recommendations of the latest Capital Works (Sinking) Fund Report, including the anticipated major expenditure, has been considered as part of the budget review process.</i></p> <p><i>Larges schemes are required to define specific amounts and note differences between the budget estimate and the amounts in the report.</i></p>	Due Date	Capital Works Inc GST	1 May 2021 (already issued as per resolution of last year's AGM)	\$30,342.05	1 August 2021 (already issued as per resolution of last year's AGM)	\$30,342.05	1 November 2021	\$31,801.58	1 February 2022	\$31,801.58	Total	\$124,287.25	Due Date	Capital Works Incl GST	1 May 2022	\$31,801.58	Section 79(2), (5) & (6) and 81(1) of the Act.
Due Date	Capital Works Inc GST																		
1 May 2021 (already issued as per resolution of last year's AGM)	\$30,342.05																		
1 August 2021 (already issued as per resolution of last year's AGM)	\$30,342.05																		
1 November 2021	\$31,801.58																		
1 February 2022	\$31,801.58																		
Total	\$124,287.25																		
Due Date	Capital Works Incl GST																		
1 May 2022	\$31,801.58																		
MOTION 19	WAIVING OF INTEREST	<p>THAT interest is waived on late payment for contributions due 12 October 2020 up to 27 October 2021</p> <p><i>Explanatory note:</i></p> <p><i>Lot 121 advised they didn't receive any of the emails from levies@strataplus.com.au even in their junk folder. The owner has been under some financial pressure and would appreciate if the Owners Corporation waived the interest charges having now paid off the levies.</i></p> <p><i>Motion requested from Lot 121.</i></p>	Section 85(3) of the Act																
MOTION 20	BUDGETING FOR UPCOMING PROJECTS	<p>THAT the owners corporation be advised that there are a few projects that are upcoming which the owners will need to fund as follows:</p> <p>(a) Painting and Façade project</p> <p>(b) Fire Dampers</p> <p>(c) Lift refurbishment</p>																	
MOTION 21	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	<p>THAT the 10% per item limitation of budget to actual expenditure be removed.</p> <p>Notes to motion:</p>	Section 102(3) of the Act																

		<i>If this is not resolved then a general meeting is to be convened to authorise any expenditure which exceeds the 10% limit. The section recognises the difficulty this can cause and allows owners corporations to remove or limit the restriction. This motion is intended to remove the restriction for your scheme in its entirety.</i>	
MOTION 22	MANAGEMENT OF OUTSTANDING LEVIES	<p>THAT the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <ul style="list-style-type: none"> (a) the managing agent to issue reminder notices (b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest; (c) the strata committee to provide consent for payment plans; (d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and (e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action. <p>Notes to motion:</p> <p><i>This motion authorises the managing agent to act as required and without delay to minimise impact on the cash-flow of the owners corporation.</i></p> <p><i>LePage Lawyers are engaged with authority from the strata committee to manage payment plans given their expertise in achieving the desired outcome for the owners corporation at the least possible expense to the owner.</i></p>	<p>Clause 9(h) of Schedule 1 of the Act</p> <p>And clauses 18 & 19 of the Regulations</p>
MOTION 23	PAYMENT PLANS FOR OUTSTANDING LEVY CONTRIBUTIONS	<p>THAT the Owners Corporation RESOLVES by ordinary resolution in accordance with section 85 (5) of the Strata Schemes Management Act 2015 to authorise the Strata Committee to enter into a payment plan with a lot owner for any unpaid levies on the basis that all outstanding levies are paid within 12 months, and that all future levies are paid as and when they fall due.</p> <p>Should a payment plan be approved, failure by the lot owner to pay future strata levies as and when they fall due, during the approved payment plan period, will deem the payment plan arrangements cancelled by the owners corporation, and all outstanding levy amounts will be due and payable with immediate effect.</p> <p>Any lot owner request for a payment plan is to be supported by the completion of a Statement of Financial Position, and a statement outlining the reasons for the request, which is to include the \$ amount of the payment plan, as well as the payment plan term being requested.</p>	<p>Clause 9(h) of Schedule 1 of the Act</p> <p>And clauses 18 & 19 of the Regulations</p>
OWNERS CORPORATION GOVERNANCE			
MOTION 24	GENERAL MEETING ATTENDANCE BY ELECTRONIC MEANS	<p>THAT the owners corporation resolve that attendance at general meetings may be by the following additional means:</p> <ul style="list-style-type: none"> (a) telephone conference; or (b) video-conferencing; <p>The facility and method of access will be specified in the meeting notice by the strata managing agent for the particular meeting. Any person attending a general meeting by the alternative means specified in the meeting notice and</p>	<p>Clause 28(1) of Schedule 1 and Clause 14(1)(a) of the Regulations</p>

		<p>eligible to vote on a matter may cast a vote as if they were physically present at the meeting.</p> <p>Notes to motion:</p> <p><i>This does not prevent attendance by proxy or in person (or in the case of a company by the company nominee) as authorised under the Act. Meetings held by video-conference or tele-conference may be recorded by the strata management agent.</i></p> <p><i>These facilities are likely to incur additional costs to the owners corporation.</i></p>	
MOTION 25	GENERAL MEETING PRE MEETING ELECTRONIC VOTING	<p>THAT the owners corporation resolves that persons entitled to vote on a matter may vote prior to a general meeting by the following means:</p> <ul style="list-style-type: none"> (a) an email to the strata managing agent attaching a completed voting paper from the email address provided by that lot owner for service of notices; or (b) via a website voting system provided by the strata managing agent for that purpose. <p>and authorises the strata committee to determine which motions are to the subject of pre-meeting electronic voting.</p> <p>Notes to motion:</p> <p><i>If the pre-meeting voting resolves the motion, then the motion cannot be amended at the meeting. If the motion is amended at general meeting then the pre-meeting vote may have no effect.</i></p>	<p>Clause 28(1) of Schedule 1 and</p> <p>Clause 14(1)(a) of the Regulations</p>
MOTION 26	STRATA COMMITTEE NOMINATION AND NUMBERS	<p>THAT:</p> <p>Strata Committee nomination and numbers:</p> <ul style="list-style-type: none"> A) I nominate myself for the committee B) If all of the previous year's committee members nominate, I vote for the number of committee members to remain as it was the previous year C) Assuming 2 – 9 people nominate, I vote for the number of committee members to be the number who nominate. 	<p>Sections 29 to 32 and</p> <p>Clauses 5, 8(1)(b), 9(e) of Schedule 1 of the Act)</p> <p>Clause 9 of the Regulations</p>
MOTION 27	STRATA COMMITTEE ELECTION	<p>THAT:</p> <p>Strata Committee election</p> <ul style="list-style-type: none"> A) I vote for the current committee members renominating to remain in office and no others. B) I vote for those nominating if the number is 2 – 9. C) I vote that if more then 9, a subsequent paper vote be held to determine the numbers. 	<p>Sections 29 to 32 and</p> <p>Clauses 5, 8(1)(b), 9(e) of Schedule 1 of the Act)</p> <p>Clauses 9 & 10 of the Regulations</p>
MOTION 28	RESTRICTIONS OVER THE STRATA COMMITTEE	<p>THAT the owners corporation resolve if any matter or class of matter, other than those imposed by the Act, is to be determined by the Owners Corporation in general meeting.</p> <p>Notes to motion:</p> <p><i>The Act provides various restrictions to the types of matters that may be determined by the strata committee on behalf of the owners corporation. The owners corporation must decide whether further restrictions be imposed upon the strata committee.</i></p>	<p>Section 36(3)(b) and Clause 6(a) & 9(i) of Schedule 1 of the Act</p>
MOTION 29	BMC REPRESENTATIVES	<p>THAT the owners corporation SPECIALLY RESOLVE to appoint a representative and substitute representative to the building management committee.</p>	<p>clause 2(4) of Schedule 1C to the Strata Schemes (Freehold</p>

		<p>Note the building management committee consists of a representative of the following:</p> <p>Lot 3 - SP 74550 - Allan Hass</p> <p>Lot 5 - SP 74405 - Michelle Flanagan (Rep)</p> <p>Lot 5 - SP 74405 – Erika Ballance (Sub Representative)</p> <p>Lot 6 - SP 74378 – Toni Wade (Rep)</p> <p>Lot 6 - SP 74378 – Maria Lee (Sub Representative)</p> <p>Lot 7 - SP 74790 – Rob Drozdowski (Rep)</p> <p>Lot 7 - SP 74790 – Julie Sherwin (Sub Representative)</p> <p>Lot 9 - SP 79763 - Peter Samios (Rep)</p> <p>Lot 9 - SP 79763 – Geoff Rossiter (Sub Representative)</p> <p>Lot 10 - SP 81311 - Santhirasegaram Balasubramaniam</p> <p>Lot 10 - SP 81311 – Aadil Lakdawalla (Sub Representative)</p> <p>Lot 12 - Retail Carpark - Brett Worne (Rep)</p> <p>Lot 13 - Service Retail South - Brett Worne (Rep)</p> <p>Lot 14 - Anzac Retail – Brett Worne (Rep)</p> <p>Lot 15 - SP 80217 - Farrell Lazarus (Rep)</p> <p>Lot 16 - Maroubra Road Mezzanine - Joe Ingrati (Rep)</p> <p>Lot 17 - Main Retail - Brett Worne (Rep)</p> <p>Note to motion:</p> <p><i>The motion is to appoint a representative and substitute representative to vote on behalf of the owners corporation at all meetings of the BMC.</i></p>	<p>Development) Act 1973 and the strata Management Statement and is required where the scheme is a subsidiary of a BMC.</p>
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MINUTES OF ANNUAL GENERAL MEETING

Section 18 & Schedule 1 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held on Wednesday, 29 July 2020

at Gym Room of Botanica, Ground Floor, 140 Maroubra Rd, Maroubra

PRESENT:	J & J Bowen	Lot 4
	R Drozdowski	Lot 8
	M Vera	Lot 17
	H Nguyen	Lot 71
	SP & DC Johnson	Lot 98
	J Sherwin	Lot 102
	P & P Samios	Lot 117
	A Ridgley	Lot 121
	A Spella-Barberet	Lot 122
APOLOGY:	A Wood	Lot 16
PRESENT BY PROXY:	Defence Housing Australia (Lot 37) proxy to chairperson	
	S W Chen (Lot 64) proxy to chairperson	
	W Harris (Lot 93) proxy to chairperson	
	B T Vo (Lot 15) proxy to M Vera	
IN ATTENDANCE:	J Liu	Strata Plus
	R O'Connor	Excel Building Management

Those present determined that Jack Liu chair the meeting.

Half-hour after 6:00pm the chairperson declared that those present constituted a quorum.

The meeting was declared open at 6:30pm

MINUTES

CONFIRMATION OF RECORDS		
MOTION 1	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last general meeting of the owners corporation held 04 July 2019 be confirmed as a true record and account of the proceedings at that meeting.
MOTION 2	ADOPTION OF FINANCIAL STATEMENTS	(a) RESOLVED that the audited financial reports for the period ended 30 April 2020 be adopted. (b) RESOLVED that the accounting records and statements of financial information for the period ended 30 April 2020 be adopted.
MOTION 3	STRATA MANAGING AGENT RE-APPOINTMENT	A The owners corporation of Strata Plan No. 74790, (a) subject to entering into a new agreement with Strata Plus Pty Limited RESOLVED to terminate its current agency agreement by the mutual consent in accordance with clause 5.2 of the current agency agreement; and (b) RESOLVED to continue to appoint Strata Plus Pty Limited ABN 30096175709 as strata managing agent (Agent); and (c) RESOLVED to delegate to the Agent all of the functions of: (i) the owners corporation (other than those listed in section 52(2) of the Act); and (ii) its chairperson, treasurer, secretary and strata committee,

		<p>necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement, a copy of which is attached to this notice (Agreement);</p> <p>(d) RESOLVED that the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and</p> <p>(e) RESOLVED that the owners corporation execute the Agreement to give effect to this appointment and delegation; and</p> <p>(f) RESOLVED that authority be given for the common seal of the owners corporation to be affixed to the Agreement by Jo Bowen and Rob Drozdowski.</p> <p>B RESOLVED that the delegations in this motion supersede all previous delegations.</p> <p>Notes to motion:</p> <p><i>The expiry date of this new agency agreement is 29 July 2021.</i></p>
COMMON PROPERTY RISK MANAGEMENT		
MOTION 4	CONFIRMATION OF CURRENT INSURANCES	RESOLVED that the owners corporation's current insurances as detailed in the attachment to the Notice were confirmed.
MOTION 5	INSURANCE COMMISSION	The owners corporation NOTED that Strata Plus confirmed that no commission or broker fee was received at the time the premium was paid.
MOTION 6	INSURANCE RENEWAL	RESOLVED that the owners corporation provided authorisation to the Building Management Committee (BMC) representatives to make decisions regarding the renewal of the insurances and that a standing authority be given to Strata Plus to renew the insurances for the scheme.
MOTION 7	BUILDING VALUATION	<p>That the owners corporation instructs the Building Management Committee (BMC) representatives to vote in favour of arranging a valuation for insurance purposes prior to the expiration of the current policy period and instruct the managing agent to alter the sum insured to that figure.</p> <p style="text-align: right;">MOTION DEFERRED</p>
MOTION 8	WORKERS COMPENSATION INSURANCE	RESOLVED that the owners corporation confirmed that it does not employ workers, including sole traders, with annual wages exceeding \$7,500, and therefore will not require workers compensation insurance.
MOTION 9	ANNUAL FIRE SAFETY STATEMENT	<p>(a) RESOLVED that the owners corporation considered the status of the Annual Fire Safety Statement (AFSS) (if one is required for the building) and authorised the managing agent and building manager with the strata committee to make the arrangements for obtaining the next AFSS.</p> <p>(b) RESOLVED that the owners corporation authorized the following people to execute the AFSS on their behalf, in the following order:</p> <ol style="list-style-type: none"> The secretary of the scheme, then The Treasurer then The Chairperson, then The managing agent <p>(c) Acknowledged that a fee of one hour of the directors time will be payable by the owners corporation to the managing agent should they instruct the managing agent to sign the AFSS on their behalf.</p>
MOTION 10	WORK, HEALTH AND SAFETY – RISK AND SAFETY REPORT	<p>That the owners corporation acknowledge the <i>Work Health and Safety Act 2011 and Regulations</i> and RESOLVE to:</p> <p>(a) instruct the managing agent to organise for an updated risk and safety report to be undertaken on the common property in compliance with its obligations under the Work Health and Safety Act 2011, noting the last report undertaken on 21 October 2014; and</p> <p>(b) convene a strata committee meeting to consider the recommendations of the report upon receipt.</p> <p style="text-align: right;">MOTION DEFERRED</p>
FINANCIAL MATTERS		

MOTION 11	TERM DEPOSITS	RESOLVED that the treasurer of the owners corporation be authorised by standing authority to advise the strata managing agent of those amounts which may be placed on term deposit with the trust account bank.																
MOTION 12	APPOINTMENT OF AUDITOR	<p>RESOLVED that an auditor be appointed for the owners corporation for the financial year ending 30 April 2021.</p> <p>Notes to motion: <i>The strata manager shall obtain quotes from auditors for the strata committee to consider and approve before the end of the current financial year.</i></p>																
BUDGET AND LEVY CONTRIBUTIONS																		
MOTION 13	ADMINISTRATIVE FUND BUDGET & LEVIES	<p>RESOLVED that the Administrative Fund Budget for the financial year commencing 1 May 2020 be adopted and that levies of \$708,691.50 incl. GST (\$644,265.00 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>01 May 2020 (already issued as per resolution of last year’s AGM)</td><td>\$179,024.26</td></tr><tr><td>01 September 2020</td><td>\$176,555.75</td></tr><tr><td>01 November 2020</td><td>\$176,555.75</td></tr><tr><td>01 February 2021</td><td>\$176,555.75</td></tr><tr><td>Total</td><td>\$708,691.50</td></tr></table> <p>RESOLVED that the first levy for the 01 May 2021 financial year be due and payable to the Administrative Fund in accordance with the table below and that these amounts continue to fall due and payable on a quarterly basis until redetermined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Admin Incl. GST</th></tr><tr><td>01 May 2021</td><td>\$176,555.75</td></tr></table>	Due Date	Admin Incl. GST	01 May 2020 (already issued as per resolution of last year’s AGM)	\$179,024.26	01 September 2020	\$176,555.75	01 November 2020	\$176,555.75	01 February 2021	\$176,555.75	Total	\$708,691.50	Due Date	Admin Incl. GST	01 May 2021	\$176,555.75
Due Date	Admin Incl. GST																	
01 May 2020 (already issued as per resolution of last year’s AGM)	\$179,024.26																	
01 September 2020	\$176,555.75																	
01 November 2020	\$176,555.75																	
01 February 2021	\$176,555.75																	
Total	\$708,691.50																	
Due Date	Admin Incl. GST																	
01 May 2021	\$176,555.75																	
MOTION 14	RECOMMENDATIONS OF CAPITAL WORKS FUND FORECAST REPORT	RESOLVED that the recommendations of the Capital Works Plan (or last Sinking Fund Forecast Report) prepared by Solutions IE were acknowledged, noting the details of the forecasted expenditure and recommended contributions.																
MOTION 15	CAPITAL WORKS FUND FORECAST REPORT	THAT the managing agent be instructed to arrange for an updated Capital Works Fund Forecast Report. <div>MOTION DEFERRED</div>																
MOTION 16	CAPITAL WORKS FUND BUDGET & LEVIES	<p>RESOLVED that the Capital Works Fund Budget for the financial year commencing 01 May 2020 be adopted and that levies of \$120,550.41 incl. GST (\$109,591.28 plus GST) be determined as detailed in the table below:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>01 May 2020 (already issued as per resolution of last year’s AGM)</td><td>\$29,524.40</td></tr><tr><td>01 September 2020</td><td>\$30,342.01</td></tr><tr><td>01 November 2020</td><td>\$30,342.00</td></tr><tr><td>01 February 2021</td><td>\$30,342.00</td></tr><tr><td>Total</td><td>\$120,550.41</td></tr></table>	Due Date	Capital Works Incl. GST	01 May 2020 (already issued as per resolution of last year’s AGM)	\$29,524.40	01 September 2020	\$30,342.01	01 November 2020	\$30,342.00	01 February 2021	\$30,342.00	Total	\$120,550.41				
Due Date	Capital Works Incl. GST																	
01 May 2020 (already issued as per resolution of last year’s AGM)	\$29,524.40																	
01 September 2020	\$30,342.01																	
01 November 2020	\$30,342.00																	
01 February 2021	\$30,342.00																	
Total	\$120,550.41																	

		<p>RESOLVED that the first levy for the 1 May 2021 financial year be due and payable to the Capital Works Fund in accordance with the table below and that these amounts continue to fall due and payable on a quarterly basis until redetermined at next year’s annual general meeting:</p> <table><tr><th>Due Date</th><th>Capital Works Incl. GST</th></tr><tr><td>1 May 2021</td><td>\$30,342.00</td></tr></table>	Due Date	Capital Works Incl. GST	1 May 2021	\$30,342.00
Due Date	Capital Works Incl. GST					
1 May 2021	\$30,342.00					
MOTION 17	WAIVING OF INTEREST	RESOLVED that interest is waived on late payment for contributions due 01 May 2020 up to 01 November 2020.				
MOTION 18	RESTRICTIONS ON SPENDING EXPENDITURE V BUDGET	RESOLVED that the owners corporation removed the 10% per item limitation of budget to actual expenditure.				
MOTION 19	MANAGEMENT OF OUTSTANDING LEVIES	<p>RESOLVED that the owners corporation authorise, for the purpose of collecting levy contributions, interest and recovery costs:</p> <ul style="list-style-type: none">(a) the managing agent to issue reminder notices;(b) the managing agent to seek legal advice, the provision of legal services or the taking of legal action on behalf of the owners corporation for the purpose of recovering outstanding contributions and interest;(c) the strata committee to provide consent for payment plans;(d) the engagement of Le Page Lawyers and/or counsel for the purposes of payment plans and proceedings; and(e) the managing agent to instruct the solicitor and/or legal counsel in relation to the advice, services or action.				
OWNERS CORPORATION GOVERNANCE						
MOTION 20	GENERAL MEETING PRE-MEETING ELECTRONIC VOTING	<p>THAT the owners corporation resolves that persons entitled to vote on a matter may vote prior to a general meeting by the following means:</p> <ul style="list-style-type: none">(a) an email to the strata managing agent attaching a completed voting paper from the email address provided by that lot owner for service of notices; or(b) via a website voting system provided by the strata managing agent for that purpose. and authorises the strata committee to determine which motions are to the subject of pre-meeting electronic voting. <p>MOTION DEFEATED</p>				
MOTION 21	STRATA COMMITTEE NOMINATION AND NUMBERS	<p>(a) RESOLVED that the following nominations were received given that consent was confirmed:</p> <ul style="list-style-type: none">• Jo Bowen – Lot 4• Rob Drozdowski – Lot 8• Julie Sherwin – Lot 102• Peter Samios – Lot 117 <p>volunteered to stand for election to the strata committee</p> <p>(b) RESOLVED that the chairperson closed the nominations</p> <p>(c) RESOLVED that the number of strata committee members be determined at 4.</p>				
MOTION 22	STRATA COMMITTEE ELECTION	<p>RESOLVED that given the number of nominations equals the number of members decided upon, then those members were duly elected, as follows;</p> <ul style="list-style-type: none">• Jo Bowen – Lot 4• Rob Drozdowski – Lot 8• Julie Sherwin – Lot 102• Peter Samios – Lot 117				

MOTION 23	RESTRICTIONS OVER THE STRATA COMMITTEE	RESOLVED that no matters are to be restricted matters. All matters relative to the management of the strata scheme are to be in accordance with the current provisions of the <i>Strata Schemes Management Act 2015 (NSW)</i> and/or future amendments.
MOTION 24	MINOR RENOVATION ANNUAL AUTHORITY	RESOLVED that, subject to the registration of the by-law, the functions of the owners corporation under Section 110 of the <i>Strata Schemes Management Act 2015</i> be delegated to the strata committee.
MOTION 25	BMC REPRESENTATIVES	<p>The owners corporation SPECIALLY RESOLVED to appoint a representative and substitute representative to the building management committee;</p> <ul style="list-style-type: none"> (a) RESOLVED to appoint Rob Drozdowski of Lot 8 to represent the interests of the owners corporation as a member at meetings of the Building Management Committee; and (b) RESOLVED to appoint Julie Sherwin of Lot 102 as substitute representative from the strata committee to represent the interests of the owners corporation in the representative's absence. <p style="text-align: right;">Total unit of entitlements voting: 990 In favour: 990 unit of entitlements (100%) Against: 0 unit of entitlements (0%)</p>
CLOSURE		There being no further business the meeting closed at 7.25pm

MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners – Strata Plan No. 74790

Panorama

1 Bruce Bennetts Place, Maroubra

The meeting was held immediately after the Annual General Meeting
on Wednesday, 29 July 2020
at Gym room of Botanica, 140 Maroubra Road, Maroubra NSW 2035

PRESENT:	J Bowen	Lot 4
	R Drozdowski	Lot 8
	J Sherwin	Lot 102
	P Samios	Lot 117
IN ATTENDANCE:	J Liu	Strata Plus
	R O'Connor	Excel Building Management
	M Vera	Lot 17
	SP & DC Johnson	Lot 98
	A Ridgley	Lot 121
	A Spella-Barberet	Lot 122

Those present determined that Jack Liu chair the meeting.

The chairperson declared a quorum. The meeting was declared open at 7:25pm

MINUTES

MOTION 1	ACTING MEMBERS	It was NOTED the strata committee did not receive any appointment of acting member for the purpose of this meeting of the strata committee.
MOTION 2	CONFIRMATION OF MINUTES	RESOLVED that the minutes of the last executive committee meeting held 22 April 2020 be confirmed as a true and accurate record of that meeting.
MOTION 3	PECUNIARY INTEREST	It was NOTED that the strata committee did not receive any disclosures of pecuniary interest in relation to matters for this meeting.
MOTION 4	ELECTION OF OFFICE BEARERS	RESOLVED that the following office bearers be appointed. Chairperson: Rob Drozdowski Secretary: Jo Bowen Treasurer: Julie Sherwin
MOTION 5	ELECTRONIC SERVICE OF INSURANCE INFORMATION	RESOLVED that the strata committee would accept all insurance and product disclosure information via email, and that the nominated email address of the owners corporation was determined to be that of the Secretary's.
MOTION 6	TERM DEPOSITS	RESOLVED that the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.
MOTION 7	FINANCIAL REPORTS	RESOLVED that the treasurer be nominated to receive the monthly financial reports.
MOTION 8	NEXT MEETING	RESOLVED that the next committee meeting will be held at 6pm on Wednesday 21 October 2020 via teleconferencing (via Zoom or another platform).
MOTION 9	CLOSURE	There being no further business the chairperson closed the meeting at 8:15pm

The following general business issues were raised and discussed at the meeting;

- That a building managers report tabled at the meeting by Excel Building Management was adopted and discussed; and that committee resolved to approve ACES Air Conditioning's quote to the amount of \$13,953.00 plus GST for works to reduce noise emission from the level 9 rooftop ventilation; the committee resolved to implement Building Link at a yearly cost of \$3,1912.00 plus GST; the full report is attached to the minutes of this meeting;
- An issue of the lifts occasionally not opening the doors were discussed; the building manager has been tasked to investigate this further in coordination with the lift service provider;
- The needs of replacing the common carpets were discussed; it was agreed that the building manager shall obtain quotes for the committee to consider;
- The issue of overgrown trees between the two building towers was discussed and that building manager shall investigate this issue and provide further advice to the committee;
- An issue of black scale infestation of the common gardens was discussed and a gardener will be engaged to address this issue.



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Building Managers Report

Strata Committee Meeting Panorama SP 74790 –

29th July 2020

Logged Date 17th July 2020

Authors Ryan O'Connor – Senior Building Manager – Excel Building Management
 Peter Ng – Building Manager – Excel Building Management
 Kerry Wilson – Assistant Building Manager – Excel Building Management

Client Distribution **Strata Committee Members:** Peter Samios Joanne Bowen
 Julie Sherwin Robert Drozdowski
 Cindy Tjahja

Strata Manager: Jack Liu

Internal Distribution: headoffice@excelbm.com.au

No.	Key Words	Item Description	Action	Comments						
DECISION ITEM										
1.	Noise from Roof Top Ventilation impacting residents	Level 9	<p>Consideration from the committee to rotate roof fan and duct west, away from the noise affected building and internally lag the ducting to reduce noise emission as per the recommendation from our acoustic consultant report completed by <i>Wilkinson Murray</i>.</p> <table><tr><th>Contractor</th><th>Cost + GST</th></tr><tr><td><i>ACES Air Conditioning</i></td><td>\$13,953.00 Plus GST</td></tr><tr><td><i>Premier HVAC Services</i></td><td>\$25,200.00 Plus GST</td></tr></table> <p>Building Management recommend choosing <i>ACES Air-Conditioning</i> to perform these works due to the great price and their experience on-site.</p> <p>Will the committee approval the total expenditure of \$13,953.00 Plus GST for <i>ACES Air-Conditioning</i> to perform ductwork relocation?</p>	Contractor	Cost + GST	<i>ACES Air Conditioning</i>	\$13,953.00 Plus GST	<i>Premier HVAC Services</i>	\$25,200.00 Plus GST	
Contractor	Cost + GST									
<i>ACES Air Conditioning</i>	\$13,953.00 Plus GST									
<i>Premier HVAC Services</i>	\$25,200.00 Plus GST									



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No.	Key Words	Item Description	Action	Comments
2.	Building Management System	Building Link	<p>Consideration by the committee to implement <i>BuildingLink</i>.</p> <p><i>BuildingLink</i> is a management system for apartment buildings and complexes.</p> <p>It is a great way to monitor maintenance requests, keep asset records accurate and importantly provide Building Management with a direct way of communicating with residents.</p> <p><i>BuildingLink</i>'s subscription is a yearly cost that would be divided by all five strata plans.</p> <p>Building Management have secured a great rate of \$2 per apartment, per month.</p> <p>The annual cost for building link in Panorama is: \$3,192.00 Plus GST.</p> <p>Will the Committee approve of the implementation of <i>BuildingLink</i> at a yearly cost of \$3,192.00 Plus GST?</p>	
UPDATES				
3.	Apt 111	Noise in Apartment	<p>The Residents advised that they are experiencing noise within their apartment that can be described mechanical buzzing sound.</p> <p>The Residents confirmed with Building Management they had experienced similar noises from the Coles tenancy below their location (loading dock and plant rooms).</p> <p>Building Management have not heard from this resident. This issue is being monitored.</p>	
4.	Window Cleaning	Windows	<p>At the recent BMC meeting the window cleaning quote was approved.</p> <p>The window cleaning is scheduled to take place in Panorama from 29th July – 31st July (Weather Permitting)</p> <p><u>Panorama Cost = \$4,515.00 Plus GST</u></p>	




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No.	Key Words	Item Description	Action	Comments										
5.	Automated Fire System	Fire Panel Upgrade	<p>During 12th March BMC AGM the committee approved the installation of updated Fire Indicator Panels & detectors.</p> <p>The residential part of these works is complete, with detectors installed across common property successfully.</p> <p>The Fire Indication Panels and Emergency Warning Indication System have been upgraded and tested.</p>											
6.	Façade and Painting Report	Painting of Pacific Square	<p><i>Diagnostech</i> have provided a proposal for project & tender management and scoping of works required at Pacific Square.</p> <p>BMC Committee approved <i>Diagnostech</i> Stage's 1 & 2.</p> <table><tr><th><i>Diagnostech Remedial Consultant</i></th><th><i>Cost Plus GST</i></th></tr><tr><td><i>Stage 3 – Tender Process</i></td><td>\$5,500.00 Plus GST</td></tr><tr><td><i>Stage 4 – Contracts</i></td><td>\$3,250.00 Plus GST</td></tr><tr><td><i>Stage 5 – Project Management</i></td><td>9.5% of contract</td></tr><tr><td><i>Stage 6 – Defects Liability Period</i></td><td>Hourly Rates</td></tr></table> <p><i>Diagnostech</i> have completed Stages 1 & 2 of their proposal.</p> <p>Technical specification document shared with BMC committee.</p> <p>Building Management recommend arranging a separate stand-alone meeting for discussions regarding the façade and painting project.</p> <p>Committee members will be contacted to arrange a time and date that suits.</p> <p>BMC Committee approved <i>Diagnostech</i> to proceed to Stage 3 – Tender Process.</p> <p><u>Panorama Cost Stage 3 = \$650.00 Plus GST</u></p>	<i>Diagnostech Remedial Consultant</i>	<i>Cost Plus GST</i>	<i>Stage 3 – Tender Process</i>	\$5,500.00 Plus GST	<i>Stage 4 – Contracts</i>	\$3,250.00 Plus GST	<i>Stage 5 – Project Management</i>	9.5% of contract	<i>Stage 6 – Defects Liability Period</i>	Hourly Rates	
<i>Diagnostech Remedial Consultant</i>	<i>Cost Plus GST</i>													
<i>Stage 3 – Tender Process</i>	\$5,500.00 Plus GST													
<i>Stage 4 – Contracts</i>	\$3,250.00 Plus GST													
<i>Stage 5 – Project Management</i>	9.5% of contract													
<i>Stage 6 – Defects Liability Period</i>	Hourly Rates													



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No.	Key Words	Item Description	Action	Comments
7.	Fire Doors	Waste Management	<p>The BMC Committee have approved the 660 L bin change to proceed at Pacific Square.</p> <p>Both garbage doors for Panorama required slight alterations to fit the 660 L bins.</p> <p>Committee approval provided for garbage door rectification. Works to take place on Tuesday 16th June 2020.</p> <p>Garbage room doors have been altered and re-fitted. Works complete.</p>	
COMPLETED ITEMS				
8.	Gym Upgrade	Replacement of equipment	<p>Building Management are happy to announce the gymnasium upgrades are complete.</p> <p>The gym upgrade was completed on 22nd March 2020.</p>	
9.	Access Control Upgrade	Security	<p>Access control upgrade was completed on 20th April 2020.</p> <p>The access control contractor <i>Tesnik</i> advised that Panorama required additional panels to be installed to keep up with the new system due.</p> <p>These panels were very old and could not be used, this was an additional variation of \$4,380.00 Plus GST to supply, install test and commission on the same day to ensure no unsecured downtime.</p>	
10.	Levels B2, B3	Storage Cages	<p>Reflective signage has been installed on all storage cages in Residential Carpark B2 and B3.</p>  <p>All cage signage installed and completed by 2020 building.</p>	



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No.	Key Words	Item Description	Action	Comments
11.	Hydraulic Rectification Works	Works to B3 and B2 Car parks	<p>B2 Works are complete B3 works Compete Testing and commissioning successful</p> <p>Building Management to inspect site with Icon Project Management</p> <p>15/10 - Inspection completed with directions issued to Project Manager and Contractor.</p> <p>24/01 - Onsite meeting with ICON, F&J and City Plan for final inspection to certify works.</p> <p>27/01 – Defects Liability Period has begun – Ends on 27/01/2020.</p>	

**Independent Auditor's Report
To the Owners of Strata Plan 74790**

Opinion

We have audited the financial report of Strata Plan 74790 (the Plan), which comprises the balance sheet as at 30 April 2021, the revenue and expense statements for the year then ended, and notes to the financial statements, including a summary of significant accounting policies. We have not audited any budget information which may be included in the financial report.

In our opinion, the accompanying financial report presents fairly, in all material respects, the financial position of Strata Plan 74790 as at 30 April 2021 and its financial performance for the year then ended in accordance with the accounting policies described in the notes to the financial report and the financial reporting requirements of Sections 92 and 93 of the Strata Schemes Management Act 2015.

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the Plan in accordance with the ethical requirements of the Accounting Professional & Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (Including Independence Standards)* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter - Basis of Accounting

We draw attention to the notes to the financial report, which describes the basis of accounting. The financial report has been prepared for distribution to the Owners for the purpose of fulfilling the Owners Corporation's financial reporting responsibilities under Sections 92 and 93 of the Strata Schemes Management Act 2015. As a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibilities of the Owners Corporation for the Financial Report

The Owners Corporation is responsible for the preparation and fair presentation of the financial report in accordance with the accounting policies described in the notes to the financial report, and has determined that the accounting policies described in the notes to the financial report are appropriate to meet the financial reporting requirements of Sections 92 and 93 of the Strata Schemes Management Act 2015, and are appropriate to meet the needs of the Owners. The Owners Corporation's responsibility also includes such internal control as the Owners Corporation determines is necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the Owners Corporation is responsible for assessing the Plan's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the Owners Corporation either intends to liquidate the Plan or to cease operations, or has no realistic alternative but to do so.



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Auditor's Responsibilities for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

As part of an audit in accordance with Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Owners Corporation.
- Conclude on the appropriateness of the Owners Corporation's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Plan's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Plan to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the Owners Corporation regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Kelly Partners Assurance Services



Joel Russell CA
Client Director - North Sydney

Dated this 10th day of June 2021



**The Owners - Strata Plan No. 74790**

ABN 80 351 183 859

PANORAMA - SP74790

1 Bruce Bennetts Place MAROUBRA NSW 2035

Balance Sheet Detail

as at 30/04/2021

Registered for GST

(\$)

Assets**810 - Levies in Arrears/(Advance) - Total** (121,595.08)**825 - Cash At Bank**

825.10 - Cheque Account

825.10.1 - Administrative Fund 270,526.82

825.10.2 - Capital Works/Sinking Fund 177,850.90

825.20 - Investments

825.20.1 - Investment #1 260,225.07

825.20.2 - Investment #2 133,850.76

825.20.3 - Investment #3 140,305.05

825.20.4 - Investment #4 184,080.63

825.20.5 - Investment #5 106,863.42

825.20.6 - Investment #6 103,619.27

825 - Cash At Bank - Total 1,377,321.92**845 - Other Debtors - Total** 15.00**Total Assets** 1,255,741.84**Less Liabilities****925 - Trade Creditors - Total** 1,047.64**930 - Accruals - Total** 5,525.94**940 - GST Clearing - Total** (2,827.36)**Total Liabilities** 3,746.22**Net Assets** 1,251,995.62**Represented by:****610 - Administrative Fund as at 01/05/2020** 165,218.23**Deficit - Administration Fund** (422.46)**Administration Fund Reserve** 164,795.77**650 - Capital Works/Sinking Fund as at 01/05/2020** 1,022,812.61**Surplus - Capital Works Fund** 64,387.24**Capital Works Fund Reserve** 1,087,199.85**Total Equity** 1,251,995.62

**The Owners - Strata Plan No. 74790**

ABN 80 351 183 859

PANORAMA - SP74790

1 Bruce Bennetts Place MAROUBRA NSW 2035

Revenue & Expense (Actual / Budget)for the year 01/05/2020 to 30/04/2021
as at 30/04/2021 100% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>
-----------------------	----------------------------	------------------------	--------------------	---------------------------------

Administration Fund**Revenue**

110	Administrative Fund Levy	644,265.34	644,265.00	100.0
130	Interest Received			
130.20	Interest on Arrears (from Levies)	960.99		
Total 130		960.99		
195	Other			
195.15	Debt Collection Recovery	787.60		
195.60	Schedule B/D Reimbursement			
195.60.6	Status Certificate (s184/26) Set Up	31.00		
195.60.7	Status Certificate (s184/s26)	109.00		
Total 195		927.60		
Total Administration Fund Revenue		646,153.93	644,265.00	100.3

Expense

301	Accounting			
301.10	Audit Fees	1,520.00	1,500.00	101.3
Total 301		1,520.00	1,500.00	101.3
310	Bank Charges & Interest			
310.70	Transaction Fees	10.00		
Total 310		10.00		
320	Consultancy/Inspections			
320.26	Defects Inspection	1,540.00		
320.50	Legal Fees/Debt Collection	787.60	6,000.00	13.1
320.85	Workplace Health & Safety		500.00	
Total 320		2,327.60	6,500.00	35.8
335	Insurance			
335.10	Premium	5,305.90	5,500.00	96.5
335.20	Excess	500.00		
335.25	Claims Expense		1,000.00	
Total 335		5,805.90	6,500.00	89.3
342	Levies			
342.10	Building Management Committee			
342.10.3	Levies	204,410.56	290,000.00	70.5
Total 342		204,410.56	290,000.00	70.5
345	Management Costs			
345.10	Agreed Fee (Schedule A)	25,027.14	27,530.00	90.9
345.20	Additional Fees (Schedule B)	3,014.40	2,000.00	150.7
345.30	Disbursements (Schedule D)		2,100.00	

Revenue & Expense (Actual / Budget)

for the year 01/05/2020 to 30/04/2021
as at 30/04/2021 100% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>
345.31	Itemised Disbursements			
345.31.1	Admin - Agent Disburst - Archiving	152.76	155.00	98.6
345.31.3	Admin - Agent Disburst - Accounting/BAS	1,090.92	1,200.00	90.9
345.31.8	Admin - Agent Disburst - Levy Notices	1,434.49	1,150.00	124.7
345.31.9	Admin - Agent Disburst - Mobiles/ Long Dist call		25.00	
345.32	Itemised Disbursements			
345.32.3	Admin - Agent Disburst - Payment to Creditor	505.02	330.00	153.0
345.32.5	Admin - Agent Disburst - Photocopying	3,995.82	270.00	1,479.9
345.32.6	Admin - Agent Disburst - Postage	1,454.97	500.00	291.0
345.32.7	Admin - Agent Disburst - Stationery		170.00	
345.33	Itemised Disbursements			
345.33.4	Admin - Agent Disburst - Sch B Fees - Compliance	327.27	150.00	218.2
345.33.5	Admin - Agent Disburst - Term Deposits		60.00	
345.33.9	Admin -Agent Disburst-Trust acct audit		20.00	
Total 345		37,002.79	35,660.00	103.8
350	Maintenance, Service & Repairs			
350.10	Air Conditioning			
350.10.1	Maintenance Contract	1,559.16	1,600.00	97.4
350.10.2	Non-Routine	8,613.88	2,100.00	410.2
350.13	Building Repair & Maintenance (General)	23,889.93	25,000.00	95.6
350.17	Cleaning			
350.17.1	Contract	140,403.00	107,000.00	131.2
350.17.2	Additional/Non-Routine	4,819.26	2,500.00	192.8
350.17.3	Materials/Consumables	1,837.62	1,700.00	108.1
350.17.7	Window Cleaning	8,127.00		
350.17.9	Other		2,000.00	
350.20	Communications			
350.20.6	Telephone	953.20	650.00	146.6
350.20.7	Television - Antenna	450.00	200.00	225.0
350.22	Doors & Windows	8,091.77	9,000.00	89.9
350.25	Electrical/Lighting			
350.25.1	Repairs	7,001.61	5,000.00	140.0
350.25.3	Consumables	308.00	150.00	205.3
350.27	Fire Services			
350.27.2	Non-Routine	2,669.00	6,000.00	44.5
350.27.4	Emergency Lighting		5,000.00	
350.35	Lifts			
350.35.1	Maintenance Contract	16,577.82	23,000.00	72.1
350.35.2	Non-Routine	600.00	750.00	80.0
350.35.5	Registration Fees	79.00	80.00	98.8
350.35.7	Telephone	1,010.00	1,000.00	101.0
350.40	Pest Control	990.00	1,000.00	99.0
350.50	Plumbing			
350.50.1	Routine	680.00	1,000.00	68.0
350.50.2	Non-Routine	6,620.00	6,000.00	110.3
350.60	Security & Monitoring			
350.60.2	Non-Routine	941.68	1,500.00	62.8
350.60.4	Intercoms	3,894.80	2,500.00	155.8
350.65	Waste Services			
350.65.1	Cardboard/Recycling	3,868.45	2,000.00	193.4

KELLY + PARTNERS
AUDIT

Revenue & Expense (Actual / Budget)

for the year 01/05/2020 to 30/04/2021
as at 30/04/2021 100% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>
Total 350		243,985.18	206,730.00	118.0
360	Meeting/Functions			
360.20	Committee Expenses		200.00	
			200.00	
367	Reimbursement of Regulation Fees			
367.60	Status Certificate Set Up	31.00		
367.70	Status Certificate	109.00	300.00	36.3
367.80	Strata Inspection		93.00	
Total 367		140.00	393.00	35.6
370	Security			
370.10	Keys, Remotes, Swipes & Fobs		500.00	
			500.00	
375	Site Services (Non-Employee)			
375.20	Building Manager	69,132.00	66,000.00	104.7
Total 375		69,132.00	66,000.00	104.7
390	Utilities/Rates			
390.20	Electricity	35,088.46	36,000.00	97.5
390.40	Water & Sewerage	45,614.18	10,000.00	456.1
390.50	Rubbish Removal	1,539.72		
Total 390		82,242.36	46,000.00	178.8
	Total Administration Fund Expense	646,576.39	659,983.00	98.0
	Administration Fund Surplus / (Deficit)	(422.46)	(15,718.00)	
	Administration Fund Opening Balance	165,218.23	165,218.23	
	Administration Fund Closing Balance	164,795.77	149,500.23	

Capital Works Fund

Revenue				
210	Capital Works/Sinking Fund Levy	109,591.41	109,591.28	100.0
230	Capital Works/Sinking Fund Interest Received			
230.10	Interest on Arrears (from Levies)	147.82		
230.20	Interest on Investments - Capital Works/Sink Fund	10,344.80		
Total 230		10,492.62		
	Total Capital Works Fund Revenue	120,084.03	109,591.28	109.6
Expense				
401	Accounting			
401.10	Tax Payments	3,843.00		
401.20	Tax Preparation	120.00		
Total 401		3,963.00		
420	Consultancy/Inspections			
420.25	Building/Defects	2,524.00		
420.50	Legal Fees	607.36		

KELLY+PARTNERS
AUDIT

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>
Total 420		3,131.36		
450	Upgrades & Replacements			
450.10	Air Conditioning/Exhaust/Ventilation			
450.10.1	Equipment & Parts	13,953.00		
450.13	Building Upgrades & Improvements (General)	11,357.00	10,000.00	113.6
450.22	Doors & Windows	7,495.00		
450.25	Electrical/Lighting			
450.25.1	Upgrades		10,000.00	
450.27	Fire Services			
450.27.9	Other	10,874.00		
450.50	Plumbing			
450.50.1	Major Plumbing & Drainage	3,673.43		
450.60	Security Equipment			
450.60.2	Installations	1,250.00		
Total 450		48,602.43	20,000.00	243.0
	Total Capital Works Fund Expense	55,696.79	20,000.00	278.5
	Capital Works Fund Surplus / (Deficit)	64,387.24	89,591.28	
	Capital Works Fund Opening Balance	1,022,812.61	1,022,812.61	
	Capital Works Fund Closing Balance	1,087,199.85	1,112,403.89	


 KELLY + PARTNERS
AUDIT



The Owners - Strata Plan No. 74790

ABN 80 351 183 859

PANORAMA - SP74790

1 Bruce Bennetts Place MAROUBRA NSW 2035

Levy Position

Registered for GST

Financial Year Start 01/05/2020 as at 30/04/2021

Administration Fund

Lot	Unit	Paid To	CR Balance	General					Special					Interest	
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
1	101	01/08/2021	0.00	367.24	4,039.55	4,039.55	0.00	1,006.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	102	01/08/2021	0.00	367.24	4,039.55	4,039.55	0.00	1,006.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	103	01/02/2021	0.00	498.63	5,485.04	4,077.22	1,407.82	0.00	0.00	0.00	0.00	0.00	0.00	40.81	24.44
4	104	01/08/2021	0.00	492.63	5,419.04	5,419.04	0.00	1,341.82	0.00	0.00	0.00	0.00	0.00	16.54	0.00
5	105	01/05/2021	0.00	367.24	4,039.55	4,039.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.20	10.20
6	106	01/08/2021	0.00	363.78	4,001.67	4,001.67	0.00	988.71	0.00	0.00	0.00	0.00	0.00	24.78	0.00
7	111	01/08/2021	0.00	670.05	7,370.39	7,370.39	0.00	1,836.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	112	01/08/2021	0.00	463.86	5,102.58	5,102.58	0.00	1,271.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	113	01/08/2021	0.00	476.75	5,244.32	5,244.32	0.00	1,306.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	114	01/08/2021	52.45	444.55	4,889.99	4,889.99	0.00	1,218.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	115	01/08/2021	0.00	341.47	3,756.08	3,756.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.01	6.02
12	116	01/08/2021	0.00	341.47	3,756.08	3,756.08	0.00	935.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	117	01/08/2021	0.00	612.05	6,732.57	6,732.57	0.00	1,677.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	201	01/08/2021	0.00	341.47	3,756.08	3,756.08	0.00	935.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	202	01/08/2021	0.00	341.47	3,756.08	3,756.08	0.00	935.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	203	01/08/2021	0.00	457.43	5,031.72	5,031.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.62	4.82
17	204	01/08/2021	0.00	457.43	5,031.72	5,031.72	0.00	1,253.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	205	01/08/2021	0.00	463.86	5,102.58	5,102.58	0.00	1,271.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	206	01/08/2021	0.00	347.90	3,826.94	3,826.94	0.00	953.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	211	01/08/2021	0.00	637.82	7,016.04	7,016.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	212	01/08/2021	0.00	438.09	4,819.11	4,819.11	0.00	1,200.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	213	01/08/2021	0.00	450.98	4,960.85	4,960.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	214	01/05/2021	0.00	434.21	5,717.44	3,611.09	2,106.35	0.00	0.00	0.00	0.00	0.00	0.00	32.78	2.81
24	215	01/08/2021	0.00	322.13	3,543.47	3,543.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Registered for GST

Administration Fund

General										Special				Interest	
Lot	Unit	Paid To	CR Balance	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
25	216	01/08/2021	0.00	322.13	3,543.47	3,543.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	217	01/05/2021	0.00	598.28	6,581.10	6,557.55	23.55	0.00	0.00	0.00	0.00	0.00	0.00	54.58	0.00
27	301	01/08/2021	0.00	359.90	3,958.94	3,958.94	0.00	953.40	0.00	0.00	0.00	0.00	0.00	32.38	0.00
28	302	01/08/2021	0.00	347.90	3,826.94	3,826.94	0.00	953.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	303	01/08/2021	0.00	463.86	5,102.58	5,102.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.85	19.85
30	304	01/08/2021	0.00	463.86	5,102.58	5,102.58	0.00	1,271.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	305	01/08/2021	0.00	476.75	5,244.32	5,244.32	0.00	1,306.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	306	01/08/2021	0.00	466.86	5,135.58	5,135.58	0.00	1,271.20	0.00	0.00	0.00	0.00	0.00	17.41	0.00
33	307	01/08/2021	0.00	531.28	5,844.24	5,844.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.90	0.00
34	308	01/08/2021	0.00	463.86	5,102.58	5,102.58	0.00	1,271.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	309	01/08/2021	0.00	328.58	3,614.34	3,614.34	0.00	900.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	310	01/08/2021	0.00	483.20	5,315.19	5,315.19	0.00	1,324.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00
37	311	01/08/2021	0.00	644.28	7,086.92	7,086.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38	312	01/08/2021	0.00	444.55	4,889.99	4,889.99	0.00	1,218.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39	313	01/08/2021	0.00	457.43	5,031.72	5,031.72	0.00	1,253.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40	314	01/08/2021	0.00	431.66	4,748.23	4,748.23	0.00	1,182.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41	315	01/08/2021	0.00	328.58	3,614.34	3,614.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42	316	01/08/2021	0.00	334.58	3,680.34	3,680.34	0.00	900.44	0.00	0.00	0.00	0.00	0.00	26.02	0.00
43	317	01/08/2021	0.00	599.17	6,590.84	6,590.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
44	401	01/08/2021	0.00	354.35	3,897.81	3,897.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45	402	01/08/2021	0.00	354.35	3,897.81	3,897.81	0.00	971.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46	403	01/08/2021	0.00	476.75	5,244.32	5,244.32	0.00	1,306.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00
47	404	01/05/2021	0.00	485.75	5,343.32	5,343.32	0.00	1,198.27	0.00	0.00	0.00	0.00	0.00	26.49	0.00
48	405	01/08/2021	0.00	483.20	5,315.19	5,315.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
49	406	01/08/2021	0.00	476.75	5,244.32	5,244.32	0.00	1,306.51	0.00	0.00	0.00	0.00	0.00	20.04	0.00
50	407	01/08/2021	0.00	534.74	5,882.13	5,882.13	0.00	1,465.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00
51	408	01/08/2021	0.00	456.98	5,026.85	5,026.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.49	0.00
52	409	01/08/2021	0.00	322.13	3,543.47	3,543.47	0.00	882.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00
53	410	01/08/2020	0.00	448.21	4,930.35	1,303.95	3,626.40	0.00	0.00	0.00	0.00	0.00	0.00	143.99	96.61

Registered for GST

Administration Fund

General										Special				Interest	
Lot	Unit	Paid To	CR Balance	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
54	411	01/08/2021	0.00	657.16	7,228.65	7,228.65	0.00	1,800.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00
55	412	01/08/2021	0.00	450.98	4,960.85	4,960.85	0.00	1,235.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00
56	413	01/08/2021	0.00	466.86	5,135.58	5,135.58	0.00	1,271.20	0.00	0.00	0.00	0.00	0.00	13.58	0.00
57	414	01/08/2021	0.00	438.09	4,819.11	4,819.11	0.00	1,200.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00
58	415	01/08/2021	0.00	335.01	3,685.20	3,685.20	0.00	918.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00
59	416	01/08/2021	0.00	335.01	3,685.20	3,685.20	0.00	918.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60	417	01/08/2021	0.00	605.62	6,661.71	6,661.71	0.00	1,659.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61	501	01/08/2021	0.00	360.78	3,968.67	3,968.67	0.00	988.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62	502	01/08/2021	0.00	360.78	3,968.67	3,968.67	0.00	988.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63	503	01/05/2021	0.00	489.63	5,386.04	5,386.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
64	504	01/08/2021	0.00	489.63	5,386.04	5,386.04	0.00	1,341.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65	505	01/08/2021	0.00	502.51	5,527.77	5,527.77	0.00	1,377.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00
66	506	01/08/2021	0.00	489.63	5,386.04	5,386.04	0.00	1,341.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00
67	507	01/08/2021	0.00	547.63	6,023.87	6,023.87	0.00	1,500.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68	508	01/08/2021	0.00	476.75	5,244.32	5,244.32	0.00	1,306.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00
69	509	01/08/2021	0.00	331.58	3,647.34	3,647.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.34	0.00
70	510	01/08/2021	0.00	431.66	4,748.23	4,748.23	0.00	1,182.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00
71	511	01/08/2021	0.00	673.05	7,403.39	7,403.39	0.00	1,836.18	0.00	0.00	0.00	0.00	0.00	23.64	0.00
72	512	01/08/2021	0.00	469.86	5,168.58	5,168.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27.33	0.00
73	513	01/08/2021	0.00	476.75	5,244.32	5,244.32	0.00	1,306.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00
74	514	01/08/2021	0.00	450.98	4,960.85	4,960.85	0.00	1,235.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00
75	515	01/08/2021	0.00	341.47	3,756.08	3,756.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
76	516	01/08/2021	0.00	341.47	3,756.08	3,756.08	0.00	935.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00
77	517	01/08/2021	0.00	621.51	6,836.45	6,836.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.36	0.00
78	601	01/08/2021	0.00	380.12	4,181.28	4,181.28	0.00	1,041.68	0.00	0.00	0.00	0.00	0.00	0.02	0.00
79	602	01/08/2021	0.00	476.75	5,244.32	5,244.32	0.00	1,306.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00
80	603	01/08/2021	0.00	702.25	7,724.75	7,724.75	0.00	1,924.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00
81	604	01/08/2021	52.16	508.97	7,246.19	7,246.19	0.00	1,394.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00
82	605	01/08/2021	0.00	521.86	5,740.40	5,740.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Registered for GST

Administration Fund

Lot	Unit	Paid To	CR Balance	General						Special				Interest	
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
83	606	01/08/2021	0.00	508.97	5,598.66	5,598.66	0.00	1,394.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00
84	607	01/08/2021	0.00	573.40	6,307.37	6,307.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
85	608	01/08/2021	0.00	496.09	5,456.93	5,456.93	0.00	1,359.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00
86	609	01/08/2021	0.00	335.01	3,685.20	3,685.20	0.00	918.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00
87	610	01/08/2021	0.00	444.55	4,889.99	4,889.99	0.00	1,218.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00
88	611	01/05/2020	0.00	738.79	8,215.61	615.46	7,600.15	0.00	0.00	0.00	0.00	0.00	0.00	522.42	92.11
89	612	01/08/2021	0.00	483.20	5,315.19	5,315.19	0.00	1,324.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00
90	613	01/08/2021	0.00	431.66	4,748.23	4,748.23	0.00	1,182.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00
91	614	01/08/2021	0.00	508.97	5,598.66	5,598.66	0.00	1,394.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00
92	701	01/08/2021	0.00	386.55	4,252.14	4,252.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
93	702	01/08/2021	0.00	489.63	5,386.04	5,386.04	0.00	1,341.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00
94	703	01/08/2021	0.00	721.59	7,937.36	7,937.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
95	704	01/08/2021	0.00	528.28	5,811.24	5,811.24	0.00	1,447.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00
96	705	01/08/2021	0.00	534.74	5,882.13	5,882.13	0.00	1,465.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00
97	706	01/08/2021	0.00	521.86	5,740.40	5,740.40	0.00	1,430.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00
98	707	01/05/2021	0.00	592.74	6,519.88	6,519.88	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
99	708	01/08/2021	0.00	515.40	5,669.51	5,669.51	0.00	1,412.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100	709	01/08/2021	0.00	341.47	3,756.08	3,756.08	0.00	935.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101	710	01/08/2021	0.00	453.98	4,993.85	4,993.85	0.00	1,235.89	0.00	0.00	0.00	0.00	0.00	16.93	0.00
102	711	01/08/2021	0.00	721.59	7,937.36	7,937.36	0.00	1,977.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00
103	712	01/08/2021	0.00	502.51	5,527.77	5,527.77	0.00	1,377.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00
104	713	01/08/2021	0.00	450.98	4,960.85	4,960.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
105	714	01/08/2021	0.00	521.86	5,740.40	5,740.40	0.00	1,430.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00
106	801	01/05/2021	0.00	396.01	4,356.02	4,356.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.37	0.00
107	802	01/08/2021	0.00	502.51	5,527.77	5,527.77	0.00	1,377.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00
108	803	01/08/2021	0.00	760.24	8,362.56	8,362.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
109	804	01/08/2021	0.00	554.05	7,888.22	7,888.22	0.00	1,518.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110	805	01/08/2021	0.00	569.97	6,269.51	6,269.51	0.00	1,553.70	0.00	0.00	0.00	0.00	0.00	21.29	0.00
111	806	01/05/2021	0.00	566.05	6,226.71	6,226.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54.55	0.00

Registered for GST

Administration Fund

General														Special			Interest	
Lot	Unit	Paid To	CR Balance	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$			
112	807	01/08/2021	0.00	618.51	6,803.45	6,803.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
113	808	01/08/2021	0.00	528.28	5,811.24	5,811.24	0.00	1,447.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
114	809	01/08/2021	0.00	347.90	3,826.94	3,826.94	0.00	953.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
115	810	01/08/2021	0.00	470.32	5,173.46	5,173.46	0.00	1,288.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
116	811	01/08/2021	0.00	792.44	8,716.89	8,716.89	0.00	2,171.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
117	812	01/08/2021	0.00	543.74	5,981.13	5,981.13	0.00	1,465.41	0.00	0.00	0.00	0.00	0.00	27.30	0.00			
118	813	01/08/2021	0.00	470.32	5,173.46	5,173.46	0.00	1,288.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
119	814	01/08/2021	0.00	534.74	5,882.13	5,882.13	0.00	1,465.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
120	901	01/08/2021	0.00	405.89	4,464.75	4,464.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
121	902	01/02/2021	0.00	536.86	5,905.40	4,376.30	1,529.10	0.00	0.00	0.00	0.00	0.00	0.00	59.77	18.29			
122	903	01/08/2021	0.00	792.44	8,716.89	8,716.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
123	904	01/08/2021	0.00	579.85	6,378.24	6,378.24	0.00	1,589.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
124	905	01/08/2021	71.16	589.28	6,482.10	6,482.10	0.00	1,606.66	0.00	0.00	0.00	0.00	0.00	44.02	0.00			
125	906	01/08/2021	0.00	573.40	6,307.37	6,307.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
126	907	01/08/2021	0.00	657.16	7,228.65	7,228.65	0.00	83.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
127	908	01/08/2021	0.00	560.51	6,165.63	6,165.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
128	909	01/08/2021	0.00	360.78	3,968.67	3,968.67	0.00	988.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
129	910	01/08/2021	0.00	483.20	5,315.19	5,315.19	0.00	1,324.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
130	911	01/08/2021	100.00	856.87	9,425.60	9,425.60	0.00	2,348.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
131	912	01/08/2021	0.00	566.97	6,236.51	6,236.51	0.00	1,553.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
132	913	01/08/2021	0.00	489.63	5,386.04	5,386.04	0.00	1,341.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
133	914	01/08/2021	0.00	560.51	6,165.63	6,165.63	0.00	1,536.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
				275.77	64,646.27	715,581.34	699,287.87	119,838.65	0.00	0.00	0.00	0.00	0.00	1,381.81	275.15			



Registered for GST

Capital Works Fund

Lot	Unit	Paid To	CR Balance	General						Special						Interest	
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$		
1	101	01/08/2021	0.00	62.46	687.14	687.14	0.00	172.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
2	102	01/08/2021	0.00	62.46	687.14	687.14	0.00	172.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
3	103	01/02/2021	0.00	83.28	916.19	685.59	230.60	0.00	0.00	0.00	0.00	0.00	0.00	7.02	7.02		
4	104	01/08/2021	0.00	83.28	916.19	916.19	0.00	230.60	0.00	0.00	0.00	0.00	0.00	2.84	0.00		
5	105	01/05/2021	0.00	62.46	687.14	687.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.75	1.75		
6	106	01/08/2021	0.00	61.38	675.10	675.10	0.00	169.92	0.00	0.00	0.00	0.00	0.00	4.20	1.27		
7	111	01/08/2021	0.00	113.98	1,253.73	1,253.73	0.00	315.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
8	112	01/08/2021	0.00	78.91	867.96	867.96	0.00	218.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
9	113	01/08/2021	0.00	81.09	892.07	892.07	0.00	224.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
10	114	01/08/2021	0.00	75.61	831.80	831.80	0.00	209.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
11	115	01/08/2021	0.00	58.09	638.91	638.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.69	2.69		
12	116	01/08/2021	0.00	58.09	638.91	638.91	0.00	160.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
13	117	01/08/2021	0.00	104.10	1,145.20	1,145.20	0.00	288.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
14	201	01/08/2021	0.00	58.09	638.91	638.91	0.00	160.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
15	202	01/08/2021	0.00	58.09	638.91	638.91	0.00	160.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
16	203	01/08/2021	0.00	77.80	855.89	855.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.65	6.45		
17	204	01/08/2021	0.00	77.80	855.89	855.89	0.00	215.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
18	205	01/08/2021	0.00	78.91	867.96	867.96	0.00	218.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
19	206	01/08/2021	0.00	59.19	650.98	650.98	0.00	163.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
20	211	01/08/2021	0.00	108.50	1,193.46	1,193.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
21	212	01/08/2021	0.00	74.53	819.75	819.75	0.00	206.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
22	213	01/08/2021	0.00	76.72	843.87	843.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
23	214	01/08/2021	0.00	72.35	795.65	789.00	6.65	0.00	0.00	0.00	0.00	0.00	0.00	2.12	20.69		
24	215	01/08/2021	0.00	54.79	602.75	602.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
25	216	01/08/2021	0.00	54.79	602.75	602.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
26	217	01/05/2021	0.00	99.73	1,097.01	1,097.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.38	2.58		
27	301	01/08/2021	0.00	59.19	650.98	650.98	0.00	163.85	0.00	0.00	0.00	0.00	0.00	4.82	0.00		
28	302	01/08/2021	0.00	59.19	650.98	650.98	0.00	163.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
29	303	01/08/2021	0.00	78.91	867.96	867.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.41	3.41		

Registered for GST

Capital Works Fund

Lot	Unit	Paid To	CR Balance	General				Special				Interest			
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
30	304	01/08/2021	0.00	78.91	867.96	867.96	0.00	218.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	305	01/08/2021	0.00	81.09	892.07	892.07	0.00	224.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	306	01/08/2021	0.00	78.91	867.96	867.96	0.00	218.46	0.00	0.00	0.00	0.00	0.00	2.99	0.00
33	307	01/08/2021	0.00	89.87	988.53	988.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.12	0.00
34	308	01/08/2021	0.00	78.91	867.96	867.96	0.00	218.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	309	01/08/2021	0.00	55.90	614.83	614.83	0.00	154.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	310	01/08/2021	0.00	82.20	904.14	904.14	0.00	227.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00
37	311	01/08/2021	0.00	109.58	1,205.50	1,205.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38	312	01/08/2021	0.00	75.61	831.80	831.80	0.00	209.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39	313	01/08/2021	0.00	77.80	855.89	855.89	0.00	215.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40	314	01/08/2021	0.00	73.42	807.68	807.68	0.00	203.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41	315	01/08/2021	0.00	55.90	614.83	614.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42	316	01/08/2021	0.00	55.90	614.83	614.83	0.00	154.75	0.00	0.00	0.00	0.00	0.00	4.62	0.29
43	317	01/08/2021	0.00	101.91	1,121.12	1,121.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
44	401	01/08/2021	0.00	60.27	663.02	663.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45	402	01/08/2021	0.00	60.27	663.02	663.02	0.00	166.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46	403	01/08/2021	0.00	81.09	892.07	892.07	0.00	224.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00
47	404	01/08/2021	0.00	81.09	892.07	892.07	0.00	224.53	0.00	0.00	0.00	0.00	0.00	4.56	0.00
48	405	01/08/2021	0.00	82.20	904.14	904.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
49	406	01/08/2021	0.00	81.09	892.07	892.07	0.00	224.53	0.00	0.00	0.00	0.00	0.00	3.45	1.68
50	407	01/08/2021	0.00	90.95	1,000.54	1,000.54	0.00	251.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00
51	408	01/08/2021	0.00	76.72	843.87	843.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.72	0.00
52	409	01/08/2021	0.00	54.79	602.75	602.75	0.00	151.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00
53	410	01/08/2020	0.00	72.35	795.65	194.87	600.78	0.00	0.00	0.00	0.00	0.00	0.00	24.58	44.06
54	411	01/08/2021	0.00	111.80	1,229.62	1,229.62	0.00	309.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00
55	412	01/08/2021	0.00	76.72	843.87	843.87	0.00	212.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00
56	413	01/08/2021	0.00	78.91	867.96	867.96	0.00	218.46	0.00	0.00	0.00	0.00	0.00	2.33	0.00
57	414	01/08/2021	0.00	74.53	819.75	819.75	0.00	206.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00
58	415	01/08/2021	0.00	56.98	626.84	626.84	0.00	157.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Registered for GST

Capital Works Fund

Lot	Unit	Paid To	CR Balance	General					Special					Interest	
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
59	416	01/08/2021	0.00	56.98	626.84	626.84	0.00	157.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60	417	01/08/2021	0.00	103.02	1,133.19	1,133.19	0.00	285.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61	501	01/08/2021	0.00	61.38	675.10	675.10	0.00	169.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62	502	01/08/2021	0.00	61.38	675.10	675.10	0.00	169.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63	503	01/05/2021	0.00	83.28	916.19	916.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
64	504	01/08/2021	0.00	83.28	916.19	916.19	0.00	230.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00
65	505	01/08/2021	0.00	85.50	940.30	940.30	0.00	236.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00
66	506	01/08/2021	0.00	83.28	916.19	916.19	0.00	230.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00
67	507	01/08/2021	0.00	93.16	1,024.68	1,024.68	0.00	257.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00
68	508	01/08/2021	0.00	81.09	892.07	892.07	0.00	224.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00
69	509	01/08/2021	0.00	55.90	614.83	614.83	0.00	0.00	0.00	0.00	0.00	0.00	1.95	0.00	0.00
70	510	01/08/2021	0.00	73.42	807.68	807.68	0.00	203.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00
71	511	01/08/2021	0.00	113.98	1,253.73	1,253.73	0.00	315.56	0.00	0.00	0.00	0.00	0.00	4.06	0.00
72	512	01/08/2021	0.00	78.91	867.96	867.96	0.00	0.00	0.00	0.00	0.00	0.00	4.61	0.00	0.00
73	513	01/08/2021	0.00	81.09	892.07	892.07	0.00	224.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00
74	514	01/08/2021	0.00	76.72	843.87	843.87	0.00	212.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00
75	515	01/08/2021	0.00	58.09	638.91	638.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
76	516	01/08/2021	0.00	58.09	638.91	638.91	0.00	160.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00
77	517	01/08/2021	0.00	105.21	1,157.28	1,157.28	0.00	0.00	0.00	0.00	0.00	0.00	3.67	0.00	0.00
78	601	01/08/2021	0.00	64.65	711.23	711.23	0.00	179.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
79	602	01/08/2021	0.00	81.09	892.07	892.07	0.00	224.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00
80	603	01/08/2021	0.00	119.47	1,314.01	1,314.01	0.00	330.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00
81	604	01/08/2021	0.00	86.57	952.34	952.34	0.00	239.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
82	605	01/08/2021	0.00	88.76	976.46	976.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
83	606	01/08/2021	0.00	86.57	952.34	952.34	0.00	239.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
84	607	01/08/2021	0.00	97.54	1,072.89	1,072.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
85	608	01/08/2021	0.00	84.39	928.23	928.23	0.00	233.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00
86	609	01/08/2021	0.00	56.98	626.84	626.84	0.00	157.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00
87	610	01/08/2021	0.00	75.61	831.80	831.80	0.00	209.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Registered for GST

Capital Works Fund

Lot	Unit	Paid To	CR Balance	General				Special				Interest			
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
88	611	01/05/2020	0.00	116.17	1,277.85	181.46	1,096.39	0.00	0.00	0.00	0.00	0.00	0.00	76.04	261.69
89	612	01/08/2021	0.00	82.20	904.14	904.14	0.00	227.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00
90	613	01/08/2021	0.00	73.42	807.68	807.68	0.00	203.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00
91	614	01/08/2021	0.00	86.57	952.34	952.34	0.00	239.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
92	701	01/08/2021	0.00	65.75	723.29	723.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
93	702	01/08/2021	0.00	83.28	916.19	916.19	0.00	230.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00
94	703	01/08/2021	0.00	122.73	1,350.16	1,350.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
95	704	01/08/2021	0.00	89.87	988.53	988.53	0.00	248.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00
96	705	01/08/2021	0.00	90.95	1,000.54	1,000.54	0.00	251.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00
97	706	01/08/2021	0.00	88.76	976.46	976.46	0.00	245.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00
98	707	01/08/2021	0.00	100.83	1,109.07	1,109.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
99	708	01/08/2021	0.00	87.68	964.41	964.41	0.00	242.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100	709	01/08/2021	0.00	58.09	638.91	638.91	0.00	160.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101	710	01/08/2021	0.00	76.72	843.87	843.87	0.00	212.40	0.00	0.00	0.00	0.00	0.00	2.91	0.00
102	711	01/08/2021	0.00	122.73	1,350.16	1,350.16	0.00	339.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00
103	712	01/08/2021	0.00	85.50	940.30	940.30	0.00	236.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00
104	713	01/08/2021	0.00	76.72	843.87	843.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
105	714	01/08/2021	0.00	88.76	976.46	976.46	0.00	245.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00
106	801	01/05/2021	0.00	66.86	735.37	735.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.88	0.00
107	802	01/08/2021	0.00	85.50	940.30	940.30	0.00	236.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00
108	803	01/08/2021	0.00	129.32	1,422.51	1,422.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
109	804	01/08/2021	0.00	94.24	1,036.73	1,036.73	0.00	260.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110	805	01/08/2021	0.00	96.43	1,060.85	1,060.85	0.00	267.01	0.00	0.00	0.00	0.00	0.00	3.66	0.00
111	806	01/05/2021	0.00	94.24	1,036.73	1,036.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.16	0.00
112	807	01/08/2021	0.00	105.21	1,157.28	1,157.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
113	808	01/08/2021	0.00	89.87	988.53	988.53	0.00	248.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00
114	809	01/08/2021	0.00	59.19	650.98	650.98	0.00	163.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00
115	810	01/08/2021	0.00	80.01	880.02	880.02	0.00	221.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
116	811	01/08/2021	0.00	134.80	1,482.78	1,482.78	0.00	373.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Registered for GST

Capital Works Fund

Lot	Unit	Paid To	CR Balance	General					Special					Interest	
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
117	812	01/08/2021	0.00	90.95	1,000.54	1,000.54	0.00	251.83	0.00	0.00	0.00	0.00	0.00	4.69	0.00
118	813	01/08/2021	0.00	80.01	880.02	880.02	0.00	221.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
119	814	01/08/2021	0.00	90.95	1,000.54	1,000.54	0.00	251.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120	901	01/08/2021	0.00	69.05	759.48	759.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
121	902	01/02/2021	0.00	88.76	976.46	730.69	245.77	0.00	0.00	0.00	0.00	0.00	0.00	10.17	16.14
122	903	01/08/2021	0.00	134.80	1,482.78	1,482.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
123	904	01/08/2021	0.00	98.65	1,084.96	1,084.96	0.00	273.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00
124	905	01/08/2021	0.00	99.73	1,097.01	1,097.01	0.00	276.11	0.00	0.00	0.00	0.00	0.00	7.57	0.00
125	906	01/08/2021	0.00	97.54	1,072.89	1,072.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
126	907	01/08/2021	0.00	111.80	1,229.62	1,229.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
127	908	01/08/2021	0.00	95.35	1,048.80	1,048.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	909	01/08/2021	0.00	61.38	675.10	675.10	0.00	169.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00
129	910	01/08/2021	0.00	82.20	904.14	904.14	0.00	227.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130	911	01/08/2021	0.00	145.77	1,603.33	1,603.33	0.00	403.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00
131	912	01/08/2021	0.00	96.43	1,060.85	1,060.85	0.00	267.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
132	913	01/08/2021	0.00	83.28	916.19	916.19	0.00	230.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00
133	914	01/08/2021	0.00	95.35	1,048.80	1,048.80	0.00	263.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	10,959.23	120,550.64	118,370.45	20,599.19	0.00	0.00	0.00	0.00	0.00	217.62	369.72



Levy Position

Financial Year Start 01/05/2020 as at 30/04/2021

Registered for GST

Other

Lot	Unit	Paid To	CR Balance	General						Special						Interest	
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$		
1	101		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2	102		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
3	103		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
4	104		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5	105		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
6	106		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
7	111		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
8	112		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
9	113		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
10	114		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
11	115		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
12	116		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13	117		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
14	201		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
15	202		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
16	203		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
17	204		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
18	205		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
19	206		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
20	211		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
21	212		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
22	213		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
23	214		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
24	215		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
25	216		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
26	217		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27	301		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
28	302		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
29	303		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Levy Position

Financial Year Start 01/05/2020 as at 30/04/2021

Registered for GST

Other

Lot	Unit	Paid To	CR Balance	General					Special					Interest	
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
30	304		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	305		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	306		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33	307		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	308		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	309		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	310		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
37	311		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38	312		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39	313		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40	314		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41	315		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42	316		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
43	317		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
44	401		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45	402		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46	403		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
47	404		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
48	405		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
49	406		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
50	407		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
51	408		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52	409		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
53	410		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
54	411		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
55	412		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
56	413		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
57	414		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
58	415		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Levy Position

Financial Year Start 01/05/2020 as at 30/04/2021

Registered for GST

Other

Lot	Unit	Paid To	CR Balance	General						Special						Interest	
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$		
59	416		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
60	417		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
61	501		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
62	502		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
63	503		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
64	504		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
65	505		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
66	506		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
67	507		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
68	508		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
69	509		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
70	510		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
71	511		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
72	512		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
73	513		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
74	514		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
75	515		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
76	516		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
77	517		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
78	601		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
79	602		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
80	603		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
81	604		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
82	605		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
83	606		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
84	607		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
85	608		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
86	609		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
87	610		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Levy Position

Financial Year Start 01/05/2020 as at 30/04/2021

Registered for GST

Other

Lot	Unit	Paid To	CR Balance	General					Special					Interest	
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
88	611		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
89	612		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
90	613		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
91	614		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
92	701		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
93	702		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
94	703		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
95	704		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
96	705		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
97	706		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
98	707		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
99	708		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100	709		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101	710		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
102	711		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
103	712		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
104	713		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
105	714		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
106	801		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
107	802		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
108	803		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
109	804		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110	805		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
111	806		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112	807		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
113	808		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
114	809		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
115	810		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
116	811		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Levy Position

Financial Year Start 01/05/2020 as at 30/04/2021

Registered for GST

Other

Lot	Unit	Paid To	CR Balance	General					Special					Interest	
				GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	GST \$	Total Due \$	Paid \$	Arrears \$	Advance \$	Due \$	Arrears \$
117	812		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
118	813		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
119	814		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120	901		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
121	902		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
122	903		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
123	904		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
124	905		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
125	906		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
126	907		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
127	908		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	909		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
129	910		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130	911		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
131	912		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
132	913		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
133	914		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grand Total:				275.77	75,605.50	836,131.98	817,658.32	18,473.66	140,437.84	0.00	0.00	0.00	0.00	1,599.43	644.87

Balance Sheet Levies Arrears/Advance as at 30/04/2021 \$(121,595.08)
 represented by
 Total Arrears \$19,118.53 - Total Advance/Credit \$140,713.61



**NOTES TO AND FORMING PART OF THE ACCOUNTS FOR THE
YEAR ENDED 30 APRIL 2021**

NOTE 1 - ACCOUNTING POLICY

This financial report is prepared for distribution to the Owners for the purpose of fulfilling the Owner's Corporation's financial reporting responsibilities under Sections 92 and 93 of the Strata Schemes Management Act 2015. The Owners Corporation has prepared the financial report on the basis that the plan is a non-reporting entity because there are no users dependent on general purpose financial statements.

The financial report has been prepared in accordance with the significant accounting policies disclosed below, which the Owners Corporation has determined are appropriate to meet the needs of the Owners.

NOTE 2 - ACCOUNTING FOR INCOME AND EXPENSES

The accrual basis of accounting is applied to all levies due and payable. Any other income and all expenditure is accounted for on a cash basis and is brought to account when the income is received or the expense paid, except where otherwise stated.

NOTE 3 - LEVIES IN ARREARS / ADVANCE

The item(s) shown as Levies in Arrears and/or Levies in Advance in the Balance Sheet represent the position of all Levies in arrears or advance at the balance date. Individual balances are as per the attached arrears report.

NOTE 4 - INSURANCE COMMISSION

The amount of commission received (if applicable) is reflected on each successful quote. Such commission does not affect the premium in any way and is disclosed in the management agency agreement.

NOTE 5 – INCOME TAX

Assessable income such as interest, dividends and other income derived by the Plan from the investment of funds or derived from other personal property as defined in Taxation Ruling TR 2015/3, is taxable at the current rate of 30%. Assessable income received by the plan in respect of common property is taxable in the hands of individual owners as determined by Taxation Ruling TR 2015/3. Individual owners should seek their own independent taxation advice.

The logo for Kelly + Partners Audit, featuring the text 'KELLY+PARTNERS' in a green arc above the word 'AUDIT' in green capital letters.

**NOTES TO AND FORMING PART OF THE ACCOUNTS FOR THE
YEAR ENDED 30 APRIL 2021**

NOTE 6 – OTHER DEBTORS

We note that the asset account 'Other Debtors' has a balance of \$15.00 which consists of:

07/02/2020	Debtor levy [Lot 23] – Tjang Dishonour Fee	15.00
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NOTE 7 – TRADE CREDITORS

We note that the liability account 'Trade Creditors' has a balance of \$1,047.64 which consists of:

30/04/2021	Carpet Water Damage Warehouse Pty Ltd 07/04/21 - U612 Carpet Water Extraction/Treatment	893.20
30/04/2021	Jim's Mowing - Kingsford - James McConnell 15/04/21 - Rubbish Removal	<u>154.44</u>
		1,047.64

NOTE 8 – ACCRUALS

We note that the liability account 'Accruals' has a balance of \$5,525.94 which consists of:

30/04/2021	Accrue: 01/10/20 to 31/12/20 - Lift Maintenance	5,525.94
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STRATA MANAGEMENT AGENCY AGREEMENT

Date 27 October 2021		
The Owners – Strata Plan 74790		"Owners Corporation"
Attention: The Secretary Address: 1 Bruce Bennetts Place Maroubra Phone: Email: ABN: 80 351 183 859		
The Agent Strata Plus Pty Limited		"Agent"
Attention: David Ferguson, Managing Director Address: PO Box H181 AUSTRALIA SQUARE NSW 1215 ABN: 30 096 175 709 Phone: (02) 8198 8500 SCA (NSW) Membership No: 3371 Email: info@strataplus.com.au Licence No: 1138572		
Liability limited by a scheme approved under Professional Standards Legislation		
Particulars		
Item 1	Professional indemnity	In accordance with Section 22 of the Agents Act Amount insured \$10,000,000
Item 2	Commencement date	27 October 2021
Item 3	Term	3 years
Item 4	Review date	in relation to agreed services – annually on each anniversary of the commencement date in relation to additional services rates – 1 July each year in relation to charges – 1 July each year
Item 5	Percentage increase p.a	3 % Schedule A
Item 6	Agreed services fee p.a no <input type="checkbox"/>	Option 1 - \$28,380.00 inc GST plus rebates, discounts and commissions in Disclosure Schedule C – Agent retains all commissions (refer to clause 3.3(a)) All fees under this agreement are GST INCLUSIVE (clause 9)
	Fixed disbursement	\$ as detailed in Schedule D
Item 7	Fee payment method	Monthly in arrears
Item 8	Manner of accounting	Financial Statements – providing cash basis trust accounting Frequency of Accounting - quarterly Online/Upon Request – via email
Signatures		
"Owners Corporation"		
The common seal of the owners corporation was affixed on 27 October 2021 in the presence of:		
<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center;">Signature</div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center;">Name</div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center;">Designation</div>		<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center;">Signature</div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center;">Name</div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center;">Designation</div>
Being the person(s) authorised by section 273 of the Act to attest the affixing of the seal.		
"Agent"		
Executed by the Strata Plus Pty Limited in accordance with Section 126 or 127 of the Corporations Act 2001 (Cth) in the presence of:		
<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center;">Signature of Authorised Person</div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center;">Sean Bermingham</div> <div style="text-align: center;">Name of Authorised Person</div>		<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center;">Signature of Witness</div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center;">Name of Witness</div>
Service		
The owners corporation acknowledges receipt of a copy of this agreement within 48 hours of execution by the owners corporation (refer to page 5 for IMPORTANT NOTES to the parties when executing this agreement).		
<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center;">Name of Signatory</div>		<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center;">Signature</div>

Agreement

1. Warranties and acknowledgment

- 1.1 The *owners corporation* warrants that it has resolved and has authority to enter into the *agreement*.
- 1.2 The *agent* warrants that the *agent* holds:
 - (a) a strata managing *agent's* licence under the *Agents Act* and that such licence will be maintained while the *agreement* is in force; and
 - (b) professional indemnity insurance as indicated in *Item 1*.

2. Appointment of and delegation to agent

- 2.1 The *owners corporation*:
 - (a) appoints the *agent* as the strata managing *agent* for the strata *scheme*; and
 - (b) subject to clause 2.2 and 2.3, delegates the *agreed services* and *additional services* to the *agent*,
from the commencement date for the *agreed services fee* and the *additional services fee*, until the *agreement* is terminated in accordance with clause 5 or at the end of the *term* whichever is the earlier.
- 2.2 The extent of authority for *agreed services* and *additional services* that has been delegated is stated in schedule A1, being either:
 - (a) full authority with no limitations;
 - (b) full authority subject to limitations as disclosed in schedule A2; or
 - (c) no authority, in which case there is no delegation.

Where a selection has not been indicated on schedule A1 of either (a), (b) or (c), then the extent of authority that has been delegated is FULL AUTHORITY WITH NO LIMITATIONS.

- 2.3 The parties acknowledge that:
 - (a) the delegation to the *agent* in clause 2.1 does not:
 - (i) constitute a delegation by the owners corporation of its power to make:
 - (A) a delegation under section 52 of the *Act*; or
 - (B) a decision on a matter required by the *Act* to be decided by the *owners corporation*; or
 - (C) a determination relating to the levying or payment of contributions; or
 - (ii) prevent the *owners corporation* or the *strata committee* from performing all or any of the *agreed services* or *additional services* (if any); and
 - (b) the *agent* does not have and may not exercise any of the powers, authorities, duties or functions of the *owners corporation* that are conferred on another strata managing *agent* appointed for the *owners corporation* under section 237 of the *Act* once being notified of any such appointment by the *Tribunal* or the *owners corporation*.

3. Fees and charges

- 3.1 The *owners corporation* must pay to the *agent* in accordance with the fee payment method:
 - (a) the *agreed services fee*; and
 - (b) the *additional services fee* for any *additional services* performed by the *agent*; and
 - (c) the *charges* associated with the performance of the *agreed services* and any *additional services*.
- 3.2 The *owners corporation* authorises the *agent* to retain any fees paid to the *agent* for supplying to third parties information that the *owners corporation* must supply under the *Act* and retain any fees paid to the *agent* for supplying to third parties information that is not required under the *Act*, provided that such fees are charged in accordance with those set out in schedule B.
- 3.3 In addition to the fees and charges in clause 3.1 and 3.2, the *agent* is entitled to remuneration for its services in the form of rebates, discounts and commissions disclosed in schedule C as follows:
 - (a) If the first option in *item 6* is selected, the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and services to the *owners corporation* described in the disclosure schedule C or as otherwise notified in writing to the *owners corporation* from time to time and agreed in writing by the *owners corporation*.
 - (b) If the second option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt except for any rebates, discounts and commissions described in the disclosure schedule C which may be retained by the *agent*.
 - (c) If the third option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt.
 - (d) If the *owners corporation*:
 - (i) delegates the *agent* to arrange insurance cover;
 - (ii) selects the first or second option in *item 6*; and
 - (iii) later takes steps to arrange its own insurance or directs, instructs or passes a resolution that has the effect that the *agent* does not receive a commission or rebate for the placement of insurance,then the *agreed services fee* shall be increased by an amount equivalent to the commission the *agent* would have received had the *agent* arranged the insurance cover.
- 3.4 The *agent* must account to the *owners corporation* for money received by the *agent* on behalf of the *owners corporation* in the manner and with the frequency set out in *item 8*.
- 3.5 At any time, by written *agreement* between the parties, *items* may be added to or deleted from the *additional services rates* and/or charges.

4. Review of fees and charges

- 4.1 The *agreed services fee*, the *additional services rates* and the *charges* will be reviewed on the review date by the *agent*.
- 4.2 Unless otherwise agreed before the review date, the *agreed services fee*, the *additional services rates* and the *charges* payable on and from the review date will be increased in accordance with *item 5*.
- 4.3 The *agent* will notify the *owners corporation* of the new *agreed services fee*, the *additional services rates* and the *charges* as soon as practicable after the review date.

5. Terminating the agreement

- 5.1 After the expiry of the *term*, the *agreement* will automatically end unless the *owners corporation extends the agreement* in accordance with section 50(4) of the *Act*.
- 5.2 The *agreement* may be terminated at any time with the mutual consent of the parties.
- 5.3 Any notice to terminate under this *agreement* can only be given by the *owners corporation* if authorised by a resolution of the *owners corporation at general meeting*.
- 5.4 Despite this clause 5 and without affecting any of its other rights, the *agreement* may be terminated with immediate effect by written notice given by:
- (a) the *owners corporation*:
 - (i) if the *agent* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *owners corporation* serves a written notice on the *agent* providing particulars of the breach; or
 - (ii) where the *agent* is an individual, the *agent* is declared bankrupt; or
 - (iii) where the *agent* is a corporation, the *agent* is wound up or placed in administration or liquidation; or
 - (iv) if the *agent* ceases to hold a strata managing *agent's* licence; or
 - (b) the *agent* if:
 - (i) the *owners corporation* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *agent* serves a written notice on the *owners corporation* providing particulars of the breach; or
 - (ii) an order by a Court is made for the variation or termination of the *strata scheme* under Part 9 or 10 of the *Development Act*; or
 - (iii) the *owners corporation* fails to pay any moneys owed under this *agreement* after the *agent* serves a written notice on the *owners corporation* providing particulars of the amount outstanding; or
 - (iv) the *owners corporation* fails to comply with any law or fails to provide adequate instructions or prevents the *agent* from carrying out its obligations under this *agreement* after the *Agent* serves a written notice on the *owners corporation* providing particulars of the breach.
- 5.5 The *agreement* is terminated on the appointment of a strata managing *agent* under section 237 of the *Act* to exercise or perform all the functions of the *owners corporation* and, if so terminated, the *agent* will not be entitled to:
- (a) any remuneration by way of commission, *agreed services fee*, *additional services fee*, *charges* or otherwise in respect of any period after the termination; or
 - (b) any payment (in the nature of a penalty or otherwise) by reason of the early termination.
- 5.6 In the event of termination, the *agent* must provide all books, records, accounts, funds and property of the *owners corporation* in the *agent's* possession to the secretary of the *owners corporation*, or persons nominated by the secretary of the *owners corporation*, within seven (7) business days.

6. Liability of the agent and exclusions

- 6.1 The *agent* is liable to the *owners corporation*:
- (a) only for *services* actually supplied or that should have been supplied under this *agreement*; and
 - (b) on the terms of this clause 6.
- 6.2 The *agent* is excluded from all liability for any claim, liability or *loss* arising directly or indirectly out of the *services* or *additional services* or arising from any cause of action whatsoever except to the extent that the claim, liability or *loss* is caused or contributed to by the *agent's* wilful breach of this *agreement*, gross negligence, dishonesty or fraud. The *owners corporation* agrees that it will at all times indemnify the *agent* against all actions, suits, proceedings, costs, claims, expenses or demands which may arise in the course of or as a result of the *agent's* management of the scheme, including all legal expenses incurred by the *agent* in defence of or initiation of any legal proceedings as well as any excess payable under the *agent's* professional indemnity insurance;
- (a) by third parties against the *agent*;
 - (b) by the *owners corporation* against the *agent* arising before, during or after this *agreement*.
- 6.3 The *agent's* maximum liability to the *owners corporation* for any breach of this *agreement*, or arising out of the provision or non provision of the *agreed services* or the *additional services* or by taking steps contrary to this agreement, whether under law of contract, tort or otherwise, is limited to the amount of the *agreed services fees* for the year in which the liability arose.
- 6.4 The *agent* is deemed to be discharged from all liability in respect of the *agreed services* and the *additional services*, whether under the law of contract, tort or otherwise, at the expiration of two years from the date of the act or omission giving rise to the liability, and the *owners corporation* (and persons claiming through or under the *owners corporation*) shall not be entitled to commence any action or claim against the *agent* in respect of that act or omission after that date.
- 6.5 Clauses 6.1, 6.2, 6.3, 6.4 and 6.5 apply to the extent permitted by law.
- 6.6 The *owners corporation* must indemnify the *agent* immediately on demand against any matter for which the *agent* has no liability to the *owners corporation* including in respect of the matters referred to in clause 6.2 and 6.3.

7. Transfer of the agreement

- 7.1 The *agent* cannot transfer the *agreement* without the written consent of the *owners corporation*, which consent shall not be unreasonably withheld if the *agent* satisfies the *owners corporation* that the proposed transferee and *related persons* are fit and proper persons and have the qualifications, competence and experience to perform the *agreed services* and *additional services* at an *agreed services fee* and an *additional services fee* not greater than the current *agreed services fee* and *additional services fee*.
- 7.2 The *owners corporation* must advise the *agent* of its decision whether to approve a proposed transfer within 28 days after receiving from the *agent* the information reasonably necessary to make the decision.
- 7.3 If the *owners corporation* approves the transfer, the *owners corporation*, the *agent* and the transferee must enter into a transfer *agreement*, or alternatively if the *agent* elects to enter into a new agency *agreement* then clause 7.4 will apply.
- 7.4 After the transfer *agreement* has been entered into or, if an election has been made by the *agent* under clause 7.3, the new *agent* must request that the *owners corporation* enter into a new agency *agreement* and the *owners corporation* must advise the new *agent* of its decision to enter into a new agency *agreement* within 28 days after such request, such approval not to be unreasonably withheld if the new agency *agreement* is on the same terms as this *agreement*, or on terms not less favourable to the *owners corporation* as this *agreement*. The new *agent* must pay the reasonable cost of preparing the new agency *agreement*, preparing and holding the meetings of the *strata committee* and the general meeting of the *owners corporation*, however if the meeting relates to more than approval of the minutes of the last meeting and the resolution relating to the new agency *agreement*, then the new *agent* must pay the proportionate share of the total cost relating to approval of the new agency *agreement*.

8. Service of notices

8.1 Any notice to be served under the *agreement*:

- (a) must be served either personally, by post, facsimile or e-mail using the details provided on the front page of this *agreement*, or other notice details subsequently notified from time to time by a party in writing to the other party; and
- (b) is served the first time it is served if it is served more than once.

9. GST

9.1 Words or expressions used in this clause 9 or elsewhere in the *agreement* that are defined in the *GST Act* have the same meaning in the *agreement*.

9.2 The parties acknowledge that:

- (a) the *agreed services fee*, the *additional services rates* and the *charges* are inclusive of GST and are based on a GST rate of 10%; and
- (b) if the rate of GST increases or decreases, the *agreed services fee*, the *additional services rates* and the *charges* will simultaneously increase or decrease so that the *agent* receives the same GST exclusive payment as it received before the change in the rate of GST.

10. Work, health and safety

10.1 The parties mutually covenant and agree that they will each comply with their respective obligations under the *Work Health & Safety Act 2011*(NSW) and the *Work Health & Safety Regulation 2011* (NSW) (*WHS Act 2011* and *WHS Regulation 2011*), as amended from time to time.

10.2 Subject to the provisions of the *WHS Act 2011* and *WHS Regulation 2011*, the *owners corporation's* appointment of the *agent* under this *agreement* does not constitute the appointment of the *agent* as a principal contractor within the meaning of regulation 293 of the *WHS Regulation 2011* (as amended from time to time).

11. Definitions

The following words have these meanings in the *agreement* unless the contrary intention appears:

<i>Act</i>	<i>Strata Schemes Management Act 2015</i> (NSW).
<i>additional services</i>	the functions and duties of the <i>owners corporation</i> set out in schedule A1 or schedule A2.
<i>additional services fee</i>	the fee for the supply by the <i>agent</i> of the <i>additional services</i> calculated according to the <i>additional services rates</i> , as varied under the <i>agreement</i> .
<i>additional services rates</i>	the rates for carrying out the <i>additional services</i> set out in schedule B, as varied under the <i>agreement</i> .
<i>agent</i>	the person described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>agent's</i> employees and contractors or any transferee under clause 7.
<i>Agents Act</i>	<i>Property, Stock and Business Agents Act 2002</i> (NSW).
<i>agreed services</i>	the functions and duties of the <i>owners corporation</i> set out in: <ul style="list-style-type: none">a) schedule A1 other than those marked "No authority"; andb) schedule A2.
<i>agreed services fee</i>	the fee in <i>item 6</i> for the supply of the <i>agreed services</i> , as varied under the <i>agreement</i> .
<i>agreement</i>	this <i>agreement</i> including the particulars, schedules and attachments.
<i>charges</i>	the costs and associated fees set out in schedule B and/or schedule D, as varied under the <i>agreement</i> .
<i>CPI</i>	the All Groups consumer price index published by the Australian Bureau of Statistics for Sydney, or if that bureau stops publishing the <i>CPI</i> , then the index recommended by the Property Council of Australia as the index that most appropriately replaces the <i>CPI</i> .
<i>Development Act</i>	in relation to a freehold <i>strata scheme</i> , the <i>Strata Schemes Development Act 2015</i> (NSW).
<i>disclosure schedule</i>	schedules C.
<i>strata committee</i>	the <i>strata committee</i> of the <i>strata scheme</i> .
<i>GST Act</i>	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<i>item</i>	an <i>item</i> in the Particulars.
<i>loss</i>	any damage or damages, <i>loss</i> , costs (including, without limitation, the costs of complying with any verdict, award or settlement of any dispute and legal costs on a solicitor and own client costs basis), expense, charge, payment of liability, in any case, whether accrued or paid but not indirect, incidental or consequential <i>loss</i> or damages.
<i>term</i>	the period or event in <i>item 3</i> : <ul style="list-style-type: none">a) commencing on the commencement date; andb) expiring at the duration of the period identified or event in <i>item 3</i>.
<i>non-standard work</i>	means any work not defined as <i>standard work</i> .
<i>owners corporation</i>	the <i>owners corporation</i> described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>employees</i> , <i>agents</i> (other than the <i>agent</i>), contractors and invitees of the <i>owners corporation</i> .
<i>Regulation</i>	<i>Property, Stock and Business Agents Regulation 2014</i> (NSW).

<i>related persons</i>	in relation to a proposed transferee which is a: a) corporation, — a 'related entity' of the corporation within the meaning of section 9 of the Corporations Act 2011 (Cth); or b) partnership, — the partners and principal staff of the partnership.
<i>SCA (NSW)</i>	means Strata Community Australia (NSW).
<i>services</i>	the <i>agreed services</i> and <i>additional services</i> .
<i>standard work</i>	Means: a) construction work where there is no requirement to work above three (3) metres, including but not limited to, replacement of roofing, guttering; b) general maintenance works, including but not limited to, lawn mowing, gardening, window cleaning (below three (3) metres), painting; c) minor maintenance repairs, including but not limited to, repair/replacement of leaking pipes, replacing tiles/pavers, lock replacement/repairs; d) maintenance of essential fire safety equipment; e) annual inspection and notifications required for essential fire safety equipment; f) pest management treatments (excluding fumigation); g) lift, traveller or escalator maintenance; or h) renewal of plant registrations in accordance with the requirements of the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i> ; provided however: a) if any of these works require a principal contractor (as defined under the <i>WHS Act 2011</i> and <i>WHS Regulation 2011</i>) to be appointed then the works will be considered <i>Non-Standard Work</i> ; or b) if there is any inconsistency between <i>Standard Work</i> and <i>Non-Standard Work</i> , the work will be interpreted as <i>Non-Standard Work</i> .
<i>strata scheme</i>	the <i>scheme</i> described on the front page of the <i>agreement</i> .
<i>Tribunal</i>	means the NSW Civil and Administrative Tribunal.

12. Interpretation

In the *agreement*, unless the contrary intention appears:

- (a) a reference to:
 - (i) a thing includes the whole or each part of it;
 - (ii) a document includes any variation or replacement of it;
 - (iii) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
 - (iv) a person includes that person's executors, administrators, successors, substitutes (including but not limited to, person taking by novation) and assigns;
- (b) the singular includes the plural and vice versa;
- (c) headings do not affect interpretation; and
- (d) despite clause 11, the words defined in clause 11 are defined words whether or not these words are in italics.

Important notes for the parties when executing the *agreement*:

- The *agent* may not be entitled to any fee for services performed unless the agent serves a copy of the agreement signed by the agent on the owners corporation within 48 hours after the agreement is signed by or on behalf of the owners corporation.
- Once the terms of the *agreement* have been *agreed*, the *agent* should sign the *agreement* in duplicate and submit the *agreement* in duplicate to the *owners corporation* for signing. The *owners corporation* should sign, date and acknowledge receipt of the *agreement* on both counterparts.
- The *agent* should retain a copy of the signed *agreement*.
- A copy should be given to the secretary of the *owners corporation*.
- The *agent* should provide a copy of the proposed *agreement* to all parties required to be given notice of the meeting at which the *agreement* is proposed to be approved.
- If the *owners corporation* does not nominate two (2) persons to witness the affixing of the seal then the seal must be affixed in the presence of the secretary and any other member of the *strata committee*.

Schedule A1

NOTE: Where this schedule A1 provides for choices and no choice is selected, "Full authority with no limitations" applies. **DO NOT** delete any *item* in this schedule, as it may render the *agreement* in breach of the *Property Stock Agents Act 2002 (NSW)*. If a duty/function does not apply, then mark the box "No authority".

Duties and Functions as described in the Property Stock & Business Agents Regulations (Schedule 6 Clause 6).	FULL AUTHORITY WITH NO LIMITATIONS	No Authority	Full Authority Subject to Limitations as Disclosed in Schedule A2	Regulation Schedule 6 Clause 6 Ref
Undertaking the financial management of funds and books of account.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(a)
Holding documents and maintaining records relating to the <i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(b)
Arranging building inspections and reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(c)
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the approval of the person on behalf of whom the <i>agent</i> is acting.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(d)
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>owner's corporation</i> of a <i>principal contractor</i> within the meaning of regulation 293 of the WHS Regulation 2011 for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(d)
Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>scheme</i> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6(e)
Arranging insurance cover for the <i>scheme</i> . NOTE: Where the <i>owners corporation</i> arranges for placement of the insurance cover or engages a third party i.e. an insurance broker, the <i>agent</i> is indemnified by the <i>owners corporation</i> to the extent of liability contributed by an act, omission or negligence on behalf of the <i>owners corporation</i> or third party in placing the insurance cover.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(f)
Serving notices to comply with a by-law.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(g)
Managing the sinking fund/capital works fund and the administrative fund.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(h)
Undertaking steps necessary to recover any money owing in relation to levies.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(i)
Representing the <i>owners corporation</i> or association in tribunal or court proceedings.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(j)
Paying accounts in relation to the <i>scheme</i> (for example, accounts for water charges, council rates and maintenance).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(k)
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6(l)

Schedule A2 *

NOTE: Full authority is provided for the duties and functions disclosed in this Schedule subject to the extent of any limitations on authority stated in this table.

Duties and functions	Limitations on Authority (If a service item is not listed then refer to Schedules B and D for the fee method).	Fee Method
RECORD KEEPING		
6(b): Holding documents and maintaining records relating to the <i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).	The authority is limited to carrying out the following functions: <ul style="list-style-type: none"> + Creation & maintenance of owner corporation records including: correspondence file (including email communications); Retain service contracts. + Maintain strata roll: record & retain section all relevant notices. + Maintain common seal and Disclosure Book + Archive retrieval and administration. + Records older than the statutory required period of 5 years (with the exception of minute books) will be destroyed. 	Agreed Fee
FINANCIAL MATTERS		
6(a): Undertaking the financial management of funds and books of account. 6(h): Managing the sinking fund/capital works fund and the administrative fund.	The authority is limited to carrying out the following functions: <ul style="list-style-type: none"> + Establish trust accounts with the Agents banker + Bank reconciliations + Preparation of the administrative fund budget + Arranging quotations and estimates for the engaging of qualified persons to undertake capital works fund assessments under the Act. + Provide committee access to key financial information online + Assist auditor in providing accounts & records for audit 	Agreed Fee
6(k): Paying accounts in relation to the <i>scheme</i> (for example, accounts for water charges, council rates and maintenance).	The authority is limited to carrying out the following functions: <ul style="list-style-type: none"> + Payment of routine accounts/invoices from the administrative and sinking fund, including provision of remittances. + Arrange for a compliance company to ensure currency of insurances, licences, legitimacy of ABN etc. Note that there is an annual service charge direct from the supplier which is separate to this Agreement. 	Agreed Fee
6(i): Undertaking steps necessary to recover any money owing in relation to levies.	The undertaking of duties and functions will be limited to the following: <ul style="list-style-type: none"> + Issuing of Reminder & Final levy notices. + Liaising with debt collection agency or legal service provider. <p>Note that the management of arrears is via a standard process where the lot owner is charged as per Section 86 for the associated administration & postage charges.</p>	Agreed Fee
6(e): Paying disbursements & expenses incurred in connection with the <i>agent's</i> management of the <i>scheme</i> .	No limitations. Note that Schedule D is a list of disbursements that Strata Plus as Agent needs to recover in the provision of our Agreed Services.	
INSURANCE MANAGEMENT		
6(f): Arranging insurance cover for the <i>scheme</i> .	<ul style="list-style-type: none"> + Arranging quotations for insurances required under the Act. + Annual assessment of workers compensation for the owners corporation. + Payment of insurance premiums once approved by the owners corporation. + Preparation and lodgement of routine insurance claims – excluding HOW claims 	Agreed Fee
MEETING MANAGEMENT		
6(l): Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings.	<ul style="list-style-type: none"> + Prepare & distribute notices and minutes of Annual General Meetings. + Attend Annual General and concurrent Strata Committee. + Act as Chairperson at Annual General and concurrent Strata Committee meetings. + Arrange for venue for meetings (cost of venue is cost of the owners corporation). 	Agreed Fee
MAINTENANCE MATTERS		
6(d): Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the approval of the person on behalf of whom the <i>agent</i> is acting.	The authority is limited to carrying out the following functions: <ul style="list-style-type: none"> + Arrange / issue work order for repair / maintenance of replacement of common property or specified personal property vested in the owners corporation. + The Agent is not authorised to undertake any work without written instructions from the Owners Corporation or the Representative, emergencies excepted. 	Agreed Fee
6(d): Engaging appropriately qualified tradespersons to do Non-Standard Work , and the appointment on behalf of the <i>owners corporation</i> of a <i>principal contractor</i> within the meaning of regulation 293 of WHS Regulation 2011 for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval.	The Agent is not authorised without the authorisation in writing by the Owners Corporation or the representative but only then where an appropriately qualified building consultant has been engaged and advises the owners corporation as to the appointment of a principal contractor and ensures such appointment is made in accordance with current legislation.	

COMPLIANCE MANAGEMENT		
6(c): Arranging building inspections and reports.	<p>The authority is limited to carrying out the arranging of:</p> <ul style="list-style-type: none"> + building diagnostic / condition or defect report / report for purposes of meeting building code requirements for annual fire safety statement. + Work Health and Safety report. + Capital Works Fund Assessment and updates. + Work Cover certification (where applicable). + Cooling Tower certification (where applicable). 	Agreed Fee
BY-LAW MANAGEMENT		
	<p>The Agent does not provide draft by-laws for the owner corporation. The authority is limited to carrying out the following functions:</p> <ul style="list-style-type: none"> + Answer queries from the committee about by-laws. 	Agreed Fee
MEDIATION		
6(j): Representing the <i>owners corporation</i> or association in tribunal or court proceedings.	<p>Preparation and lodgement of applications relating to mediation, adjudication, tribunal orders</p> <p>The Agent may attend proceedings at the request and in the company of a duly authorised representative. The Agent must have written instructions on how they are to represent the client.</p>	Additional
COMMUNICATIONS		
	<ul style="list-style-type: none"> + Provision of client microsite to access strata plan, by-laws, minutes of meetings, individual levy positions. + Provision of welcome letter to new owners + Attend to routine written & oral communication with committee members.. + Provision of Info guides to owners. 	Agreed Fee

Schedule B – Fees

For services not included in Schedule A1 and A2 Agreed Services in the management agreement and disbursements, the following fees and charges will apply. All fees and charges have been negotiated between the parties to the agreement

Item	Charge (inclusive of GST)	Unit
HOURLY RATES		
Licensee	\$87.50	Per 15 minutes block
Accounting staff (CPA or CA)	\$52.50	Per 15 minutes block
Accounting staff	\$38.75	Per 15 minutes block
Administrative staff	\$30.00	Per 15 minutes block
Strata manager - SCA accredited Level 3 – PSCM	\$75.00	Per 15 minutes block
Strata manager - SCA accredited Level 2 – CSCM	\$60.00	Per 15 minutes block
Strata manager - SCA accredited Level 1 – ASCM	\$52.50	Per 15 minutes block
Managers Rate - Meetings commencing after 5pm will be charged from 5pm	Per strata managers rate	Per 15 minutes block
Managers Rate – After hrs Weekdays (Office hrs 8am-5pm Mon to Fri) + 50%	Per strata managers rate	Per 15 minutes block
FINANCIAL ADMINISTRATIVE SERVICES		
Request of quotes for the audit assessment	\$28.00	Per quote
Prepare and lodge BAS (turnover less than 200k)	\$83.33	Per month
Prepare and lodge BAS (turnover greater than 200k)	\$100.00	Per month
Lodge / Rollover term deposit with trust account banker	\$66.00	Per Transaction
Lodge / Rollover term deposit or financial instrument with external provider	\$120.00	Per Transaction
Establish investment facility with external provider (director visit to that provider)	\$400.00	Per set up
GST Activity i.e. Obtain ABN / register / de register	\$120.00	Per transaction
Maintain separate cost centre or differential levy	\$20.00	Per centre per month
Discount Levy	\$20.00	Per month
Organise and submit annual trust account report to NSW Fair Trading	\$20.00	Per plan per annum
Third Party Invoices	\$75.00	Per invoice
Recurring Third Party Invoice	\$33.00	Per invoice
Sub metering Charges	\$3.00	Per invoice
Electronic Data Storage Fee	\$0.50	Per Lot per month
INSURANCE RELATED SERVICES		
Lodgement of insurance claims	\$50.00	Per claim
Workers compensation placement & management	\$120.00	Per plan per annum
Premium Funding Management	\$34.00	Per month
NON AUTHORISED REP INSURANCE RELATED SERVICES		
Renewal Communications	\$25.50	Per Communication
Premium payment	\$34.00	Per policy
Lodgement of Insurance Claims	\$100.00	Per claim
LEVY ARREARS MANAGEMENT		
Stage 1 - * Charged to individual owner	\$33.00 *	Per notice
Stage 2 - * Charged to individual owner	\$66.00 *	Per notice
Stage 3 - * (place instructions for letter of demand)	\$99.00 *	Per placement
Provision on ongoing information	\$33.00 *	Per placement
Levy management process outside of Agent standard process	\$25.50	Per lot per communication
Payment plan management	\$25.50	Per lot per communication
Management subsequent to initial instruction for letter of demand	\$25.50	Per lot per communication
ADMINISTRATIVE SERVICES		
Affix common seal to document (excluding status certificates)	\$60.00	Per document
Prepare and serve notice to comply (process server fee extra)	\$45.00	Per service
Non Compliance with by-law letter	\$35.00	Per lot owner
Prepare access control procedure (key or card procedures) and forms	\$60.00	Per set up
Processing of key deposit / application	\$33.00	Per Application
Hold Access to building access keys within office	\$11.00	Per plan per month
Lodgement of essential service certificates	\$150.00	Per lodgement
TRANSITIONING SCHEMES (set ups and handovers)		
Action to correct incomplete / deficient records from previous agent	\$47.50	Per 15 minutes block
Trust account reconciliation work	\$47.50	Per 15 minutes block
Finalisation of records on termination	\$750.00	Once off

Schedule C - Disclosure schedule

Schedule C - The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
BAC Insurance Brokers	Up to 20% of base premium	Also reported in each AGM notice
Cover Force	Up to 20% of base premium	Also reported in each AGM notice
Strata Community Insurance	Up to 20% of base premium	Also reported in each AGM notice
Collective Insurance Brokers	Up to 20% of base premium	Also reported in each AGM notice
Body Corporate Brokers	Up to 20% of base premium	Also reported in each AGM notice
Peacock Insurance Brokers	Up to 20% of base premium	Also reported in each AGM notice
Strata Essential Services	Up to 20%	Also reported in each AGM notice

Fees and charges are disclosed at renewal.

Fee or commission income is paid to Strata Plus to deal and arrange general insurance which includes assisting the broker or insurer with your insurance renewal process. This income subsidises your Strata Management Fees and therefore reduces the Owners Corporations overall operational costs.

There is growing legal opinion that the communication and management role played by strata managers in negotiating and placing of insurances is deemed a "financial service".

Our business relationships mean that the individuals with who you communicate at Strata Plus about insurance are suitably qualified.

Hence, you do not need to be concerned about the Schedule A1 inclusion -

NOTE- Where the *owners corporation* arranges for placement of the insurance cover or engages a third party i.e an insurance broker, the *agent* is indemnified by the *owner's corporation* to the extent of liability contributed by an act, omission or negligence on behalf of the *owner's corporation* or third party in placing the insurance cover.

Should the owner's corporation seek for the removal of the fee / commission, Strata Plus is happy to forgo on the basis that the fee will be included in the overall Schedule A fee. This would result in a variation to the existing Agreement.

Schedule D - Charges and associated fees*

Item	Charge (inclusive of GST)	Unit
Procure Common Seal	Cost + \$17.15	Per common seal
Archiving - Set up archive box	\$23.95	Per Box
Archiving - Storage	\$7.00	Per Box per month
Archiving - Retrieval	\$26.78	Per Box
Pay account for scheme by EFT (including sending separate remittance advice)	\$2.42	Per payment
Pay account for scheme by cheque	\$3.76	Per payment
Levy notices (includes postage charge)	\$2.73	Per notice
Photocopying	\$0.67	Per page
Document distribution by post – small envelope (includes envelope and postage charge but not copying charge)	\$1.44	Per envelope
Document distribution by post – large envelope (includes envelope and postage charge but not copying charge)	\$2.88	Per envelope
Express Post - small envelopes	\$6.39	Per envelope
Express Post - large envelopes	\$8.03	Per envelope
Registered Post - Large envelope	\$8.96	Per envelope
Registered Post - Small envelope	\$8.55	Per envelope
Courier	Direct charge + 6.18	Per courier
Statutory charges		
Section 26 / 184 Certificate – Paid by applicant	Regulation fee	Per certificate
Section 26 / 184 Certificate Garage / Utility lot – Paid by applicant	Regulation fee	Per certificate
Urgent Section 26 / 184 Certificate – Paid by applicant	Regulation fee x 2	Per certificate
Search fees	Regulation fee	Per search


Certificate of Currency

Insured:	The Owners - Strata Plan No 74550, SP 74405, SP 74378, SP 74790, SP 79763, SP 80217, SP 81311 and Stratum lots in DP 1071735 and the BMC.
Policy Number:	01GS543982
Policy Period:	From: 4PM on 28/02/2021 To: 4PM on 28/02/2022
Particulars Of Insurance:	Residential Strata Insurance
Location:	"Pacific Square" 717 Anzac Parade, Maroubra NSW 2035
Sum Insured:	
Building & Common property	\$336,190,620
Temporary Accommodation and Loss of Rent	\$99,858,600
First Loss Terrorism	Not Insured
General Liability	\$50,000,000
Crime Insurance	\$100,000
Management Committee Liability	\$10,000,000
Voluntary Workers (in the aggregate any one period)	\$200,000
Voluntary Workers (per volunteer)	\$200,000
Professional Expenses (in the aggregate any one period)	\$30,000
Appeal Expenses (in the aggregate any one period)	\$150,000
Chubb Proportion:	100%
Date:	26 February 2021

All the values on this Certificate of Currency are correct as at 26 February 2021 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

A handwritten signature in blue ink, appearing to read 'V Gusavac', with a stylized, wavy line extending from the end.

Vera Gusavac | **Chubb Insurance Australia Limited**
Strata Underwriter, NSW/ACT

**The Owners - Strata Plan No. 74790**

ABN 80 351 183 859

PANORAMA - SP74790

1 Bruce Bennetts Place MAROUBRA NSW 2035

Proposed Budget

for the year 01/05/2021 to 30/04/2022

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Previous Budget (\$)</u> 2020-2021	<u>Actual YTD (\$)</u> 2020-2021	<u>Proposed Budget (\$)</u> 2021-2022
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Administration Fund**Revenue**

110	Administrative Fund Levy	644,265.00	644,265.34	694,387.00
130	Interest Received			
130.20	··Interest on Arrears (from Levies)		960.99	
Total 130			960.99	
195	Other			
195.15	··Debt Collection Recovery		787.60	
195.60	··Schedule B/D Reimbursement			
195.60.6	····Status Certificate (s184/26) Set Up		31.00	
195.60.7	····Status Certificate (s184/s26)		109.00	
Total 195			927.60	
Total Administration Fund Revenue		644,265.00	646,153.93	694,387.00

Expense

301	Accounting			
301.10	··Audit Fees	1,500.00	1,520.00	1,560.00
Total 301		1,500.00	1,520.00	1,560.00
310	Bank Charges & Interest			
310.70	··Transaction Fees		10.00	
Total 310			10.00	
320	Consultancy/Inspections			
320.26	··Defects Inspection		1,540.00	5,000.00
320.50	··Legal Fees/Debt Collection	6,000.00	787.60	1,000.00
320.85	··Workplace Health & Safety	500.00		
Total 320		6,500.00	2,327.60	6,000.00
335	Insurance			
335.10	··Premium	5,500.00	5,305.90	5,500.00
335.20	··Excess		500.00	
335.25	··Claims Expense	1,000.00		
Total 335		6,500.00	5,805.90	5,500.00
342	Levies			
342.10	··Building Management Committee			
342.10.3	····Levies	290,000.00	204,410.56	268,000.00
Total 342		290,000.00	204,410.56	268,000.00
345	Management Costs			
345.10	··Agreed Fee (Schedule A)	27,530.00	25,027.14	25,800.00
345.20	··Additional Fees (Schedule B)	2,000.00	3,014.40	3,000.00
345.30	··Disbursements (Schedule D)	2,100.00		
345.31	··Itemised Disbursements			

Proposed Budget

for the year 01/05/2021 to 30/04/2022

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Previous Budget (\$)</u> 2020-2021	<u>Actual YTD (\$)</u> 2020-2021	<u>Proposed Budget (\$)</u> 2021-2022
345.31.1	---Admin - Agent Disburst - Archiving	155.00	152.76	200.00
345.31.3	---Admin - Agent Disburst - Accounting/BAS	1,200.00	1,090.92	1,200.00
345.31.8	---Admin - Agent Disburst - Levy Notices	1,150.00	1,434.49	1,500.00
345.31.9	---Admin - Agent Disburst - Mobiles/ Long Dist call	25.00		
345.32	--Itemised Disbursements			
345.32.3	---Admin - Agent Disburst - Payment to Creditor	330.00	505.02	550.00
345.32.5	---Admin - Agent Disburst - Photocopying	270.00	3,995.82	4,800.00
345.32.6	---Admin - Agent Disburst - Postage	500.00	1,454.97	1,400.00
345.32.7	---Admin - Agent Disburst - Stationery	170.00		
345.33	--Itemised Disbursements			
345.33.4	---Admin - Agent Disburst - Sch B Fees - Compliance	150.00	327.27	350.00
345.33.5	---Admin - Agent Disburst - Term Deposits	60.00		60.00
345.33.9	---Admin -Agent Disburst-Trust acct audit	20.00		
Total 345		35,660.00	37,002.79	38,860.00
350	Maintenance, Service & Repairs			
350.10	--Air Conditioning			
350.10.1	---Maintenance Contract	1,600.00	1,559.16	1,650.00
350.10.2	---Non-Routine	2,100.00	8,613.88	4,000.00
350.13	--Building Repair & Maintenance (General)	25,000.00	23,889.93	35,000.00
350.17	--Cleaning			
350.17.1	---Contract	107,000.00	140,403.00	104,600.00
350.17.2	---Additional/Non-Routine	2,500.00	4,819.26	3,700.00
350.17.3	---Materials/Consumables	1,700.00	1,837.62	2,000.00
350.17.7	---Window Cleaning		8,127.00	7,440.00
350.17.9	---Other	2,000.00		
350.20	--Communications			
350.20.6	---Telephone	650.00	953.20	1,000.00
350.20.7	---Television - Antenna	200.00	450.00	
350.22	--Doors & Windows	9,000.00	8,091.77	8,000.00
350.25	--Electrical/Lighting			
350.25.1	---Repairs	5,000.00	7,001.61	4,000.00
350.25.3	---Consumables	150.00	308.00	300.00
350.27	--Fire Services			
350.27.2	---Non-Routine	6,000.00	2,669.00	3,000.00
350.27.4	---Emergency Lighting	5,000.00		4,000.00
350.35	--Lifts			
350.35.1	---Maintenance Contract	23,000.00	16,577.82	23,000.00
350.35.2	---Non-Routine	750.00	600.00	600.00
350.35.5	---Registration Fees	80.00	79.00	85.00
350.35.7	---Telephone	1,000.00	1,010.00	1,000.00
350.40	--Pest Control	1,000.00	990.00	1,150.00
350.50	--Plumbing			
350.50.1	---Routine	1,000.00	680.00	700.00
350.50.2	---Non-Routine	6,000.00	6,620.00	5,000.00
350.60	--Security & Monitoring			
350.60.2	---Non-Routine	1,500.00	941.68	
350.60.4	---Intercoms	2,500.00	3,894.80	2,950.00
350.65	--Waste Services			
350.65.1	---Cardboard/Recycling	2,000.00	3,868.45	3,700.00
Total 350		206,730.00	243,985.18	216,875.00
360	Meeting/Functions			
360.20	--Committee Expenses	200.00		

Proposed Budget

for the year 01/05/2021 to 30/04/2022

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Previous Budget (\$)</u> 2020-2021	<u>Actual YTD (\$)</u> 2020-2021	<u>Proposed Budget (\$)</u> 2021-2022
		<u>200.00</u>		
367	Reimbursement of Regulation Fees			
367.60	··Status Certificate Set Up		31.00	
367.70	··Status Certificate	300.00	109.00	
367.80	··Strata Inspection	93.00		
Total 367		<u>393.00</u>	<u>140.00</u>	
370	Security			
370.10	··Keys, Remotes, Swipes & Fobs	500.00		
		<u>500.00</u>		
375	Site Services (Non-Employee)			
375.20	··Building Manager	66,000.00	69,132.00	71,092.00
Total 375		<u>66,000.00</u>	<u>69,132.00</u>	<u>71,092.00</u>
390	Utilities/Rates			
390.20	··Electricity	36,000.00	35,088.46	37,000.00
390.40	··Water & Sewerage	10,000.00	45,614.18	47,500.00
390.50	··Rubbish Removal		1,539.72	2,000.00
Total 390		<u>46,000.00</u>	<u>82,242.36</u>	<u>86,500.00</u>
	Total Administration Fund Expense	<u>659,983.00</u>	<u>646,576.39</u>	<u>694,387.00</u>
	Administration Fund Surplus / (Deficit)	<u>(15,718.00)</u>	<u>(422.46)</u>	
	Administration Fund Opening Balance	<u>165,218.23</u>	<u>165,218.23</u>	<u>164,795.77</u>
	Administration Fund Closing Balance	<u>149,500.23</u>	<u>164,795.77</u>	<u>164,795.77</u>

Capital Works Fund

Revenue				
210	Capital Works/Sinking Fund Levy	109,591.28	109,591.41	112,988.41
230	Capital Works/Sinking Fund Interest Received			
230.10	··Interest on Arrears (from Levies)		147.82	
230.20	··Interest on Investments - Capital Works/Sink Fund		10,344.80	
Total 230			<u>10,492.62</u>	
	Total Capital Works Fund Revenue	<u>109,591.28</u>	<u>120,084.03</u>	<u>112,988.41</u>
Expense				
401	Accounting			
401.10	··Tax Payments		3,843.00	
401.20	··Tax Preparation		120.00	
Total 401			<u>3,963.00</u>	
420	Consultancy/Inspections			
420.25	··Building/Defects		2,524.00	
420.50	··Legal Fees		607.36	
Total 420			<u>3,131.36</u>	
450	Upgrades & Replacements			
450.10	··Air Conditioning/Exhaust/Ventilation			
450.10.1	···Equipment & Parts		13,953.00	
450.13	··Building Upgrades & Improvements (General)	10,000.00	11,357.00	20,000.00

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Previous Budget (\$)</u> 2020-2021	<u>Actual YTD (\$)</u> 2020-2021	<u>Proposed Budget (\$)</u> 2021-2022
450.22	··Doors & Windows		7,495.00	
450.25	··Electrical/Lighting			
450.25.1	···Upgrades	10,000.00		
450.27	··Fire Services			
450.27.9	···Other		10,874.00	
450.50	··Plumbing			
450.50.1	···Major Plumbing & Drainage		3,673.43	
450.60	··Security Equipment			
450.60.2	···Installations		1,250.00	
Total 450		20,000.00	48,602.43	20,000.00
	Total Capital Works Fund Expense	20,000.00	55,696.79	20,000.00
	Capital Works Fund Surplus / (Deficit)	89,591.28	64,387.24	92,988.41
	Capital Works Fund Opening Balance	1,022,812.61	1,022,812.61	1,087,199.85
	Capital Works Fund Closing Balance	1,112,403.89	1,087,199.85	1,180,188.26

Registered for GST

Budget Item Comments

Account Number

Administration Fund

350.13

20k general repairs & 15k balcony/balustrade

End - Administration Fund

Capital Works Fund

End - Capital Works Fund

Proposed Levv Schedule
to apply from 1/05/2021 - 30/04/2022



The Owners - Strata Plan 74790
Panorama Apartments

Administration Fund Budget			Capital Works Fund Budget		
(Pre Approved)	\$176,555.87		(Pre Approved)	\$30,342.05	
(Pre Approved)	\$176,555.87		(Pre Approved)	\$30,342.05	
2	\$205,356.98		2	\$31,801.58	
3	\$205,356.98		3	\$31,801.58	
	\$763,825.70			\$124,287.25	

- + This shows how the budget relates to your lot
- + The fund budget totals come from the proposed budget
- + The UEs as defined on strata/deposited plan
- + All levies listed are inclusive of GST

Lot Number	Unit Number	Unit Entitlement (UE)	Admin Fund		CW Fund		Admin Fund		CW Fund		Admin Fund		CW Fund		Admin Fund		CW Fund		Admin Fund		CW Fund	
			Already Issued 01/05/2021	Already Issued 01/05/2021	(1) 01/08/2021	(1) 01/08/2021	(2) 01/11/2021	(2) 01/11/2021	(3) 01/02/2022	(3) 01/02/2022	ADMIN FUND ANNUAL TOTAL	CAPITAL WORKS FUND ANNUAL TOTAL	(4) Proposed 01/05/2022	(4) Proposed 01/05/2022	(4) Proposed 01/05/2022	(4) Proposed 01/05/2022	(4) Proposed 01/05/2022	(4) Proposed 01/05/2022	(4) Proposed 01/05/2022	(4) Proposed 01/05/2022	(4) Proposed 01/05/2022	(4) Proposed 01/05/2022
1	101	57	1006.37	172.95	1006.37	172.95	1170.53	181.27	1170.53	181.27	4353.81	708.44	1170.53	181.27								
2	102	57	1006.37	172.95	1006.37	172.95	1170.53	181.27	1170.53	181.27	4353.81	708.44	1170.53	181.27								
3	103	76	1341.82	230.60	1341.82	230.60	1560.71	241.69	1560.71	241.69	5805.08	944.58	1560.71	241.69								
4	104	76	1341.82	230.60	1341.82	230.60	1560.71	241.69	1560.71	241.69	5805.08	944.58	1560.71	241.69								
5	105	57	1006.37	172.95	1006.37	172.95	1170.53	181.27	1170.53	181.27	4353.81	708.44	1170.53	181.27								
6	106	56	988.71	169.92	988.71	169.92	1150.00	178.09	1150.00	178.09	4277.42	696.01	1150.00	178.09								
7	111	104	1836.18	315.56	1836.18	315.56	2135.71	330.74	2135.71	330.74	7943.79	1292.59	2135.71	330.74								
8	112	72	1271.20	218.46	1271.20	218.46	1478.57	228.97	1478.57	228.97	5499.55	894.87	1478.57	228.97								
9	113	74	1306.51	224.53	1306.51	224.53	1519.64	235.33	1519.64	235.33	5652.31	919.73	1519.64	235.33								
10	114	69	1218.24	209.36	1218.24	209.36	1416.96	219.43	1416.96	219.43	5270.40	857.58	1416.96	219.43								
11	115	53	935.75	160.81	935.75	160.81	1088.39	168.55	1088.39	168.55	4048.28	658.72	1088.39	168.55								
12	116	53	935.75	160.81	935.75	160.81	1088.39	168.55	1088.39	168.55	4048.28	658.72	1088.39	168.55								
13	117	95	1677.28	288.25	1677.28	288.25	1950.89	302.12	1950.89	302.12	7256.34	1180.73	1950.89	302.12								
14	201	53	935.75	160.81	935.75	160.81	1088.39	168.55	1088.39	168.55	4048.28	658.72	1088.39	168.55								
15	202	53	935.75	160.81	935.75	160.81	1088.39	168.55	1088.39	168.55	4048.28	658.72	1088.39	168.55								
16	203	71	1253.55	215.43	1253.55	215.43	1458.03	225.79	1458.03	225.79	5423.16	882.44	1458.03	225.79								
17	204	71	1253.55	215.43	1253.55	215.43	1458.03	225.79	1458.03	225.79	5423.16	882.44	1458.03	225.79								
18	205	72	1271.20	218.46	1271.20	218.46	1478.57	228.97	1478.57	228.97	5499.55	894.87	1478.57	228.97								
19	206	54	953.40	163.85	953.40	163.85	1108.93	171.73	1108.93	171.73	4124.66	671.15	1108.93	171.73								
20	211	99	1747.90	300.39	1747.90	300.39	2033.03	314.84	2033.03	314.84	7561.87	1230.44	2033.03	314.84								
21	212	68	1200.58	206.33	1200.58	206.33	1396.43	216.25	1396.43	216.25	5194.01	845.15	1396.43	216.25								
22	213	70	1235.89	212.39	1235.89	212.39	1437.50	222.61	1437.50	222.61	5346.78	870.01	1437.50	222.61								
23	214	66	1165.27	200.26	1165.27	200.26	1355.36	209.89	1355.36	209.89	5041.25	820.30	1355.36	209.89								
24	215	50	882.78	151.71	882.78	151.71	1026.78	159.01	1026.78	159.01	3819.13	621.44	1026.78	159.01								
25	216	50	882.78	151.71	882.78	151.71	1026.78	159.01	1026.78	159.01	3819.13	621.44	1026.78	159.01								
26	217	91	1606.66	276.11	1606.66	276.11	1868.75	289.39	1868.75	289.39	6950.81	1131.01	1868.75	289.39								
27	301	54	953.40	163.85	953.40	163.85	1108.93	171.73	1108.93	171.73	4124.66	671.15	1108.93	171.73								
28	302	54	953.40	163.85	953.40	163.85	1108.93	171.73	1108.93	171.73	4124.66	671.15	1108.93	171.73								
29	303	72	1271.20	218.46	1271.20	218.46	1478.57	228.97	1478.57	228.97	5499.55	894.87	1478.57	228.97								
30	304	72	1271.20	218.46	1271.20	218.46	1478.57	228.97	1478.57	228.97	5499.55	894.87	1478.57	228.97								
31	305	74	1306.51	224.53	1306.51	224.53	1519.64	235.33	1519.64	235.33	5652.31	919.73	1519.64	235.33								
32	306	72	1271.20	218.46	1271.20	218.46	1478.57	228.97	1478.57	228.97	5499.55	894.87	1478.57	228.97								
33	307	82	1447.76	248.80	1447.76	248.80	1683.93	260.77	1683.93	260.77	6263.37	1019.16	1683.93	260.77								
34	308	72	1271.20	218.46	1271.20	218.46	1478.57	228.97	1478.57	228.97	5499.55	894.87	1478.57	228.97								
35	309	51	900.43	154.74	900.43	154.74	1047.32	162.19	1047.32	162.19	3895.51	633.87	1047.32	162.19								

Lot Number	Unit Number	Unit Entitlement (UE)	Admin Fund		CW Fund		Admin Fund		CW Fund		Admin Fund		CW Fund		Admin Fund		CW Fund		Admin Fund		CW Fund		Admin Fund		CW Fund	
			Already Issued 01/05/2021	Already Issued 01/05/2021	(1) 01/08/2021	(1) 01/08/2021	(2) 01/11/2021	(2) 01/11/2021	(3) 01/02/2022	(3) 01/02/2022	ADMIN FUND ANNUAL TOTAL	CAPITAL WORKS FUND ANNUAL TOTAL	(4) Proposed 01/05/2022	(4) Proposed 01/05/2022												
36	310	75	1324.17	227.57	1324.17	227.57	1540.18	238.51	1540.18	238.51	5728.69	932.15	1540.18	238.51												
37	311	100	1765.56	303.42	1765.56	303.42	2053.57	318.02	2053.57	318.02	7638.26	1242.87	2053.57	318.02												
38	312	69	1218.24	209.36	1218.24	209.36	1416.96	219.43	1416.96	219.43	5270.40	857.58	1416.96	219.43												
39	313	71	1253.55	215.43	1253.55	215.43	1458.03	225.79	1458.03	225.79	5423.16	882.44	1458.03	225.79												
40	314	67	1182.92	203.29	1182.92	203.29	1375.89	213.07	1375.89	213.07	5117.63	832.72	1375.89	213.07												
41	315	51	900.43	154.74	900.43	154.74	1047.32	162.19	1047.32	162.19	3895.51	633.87	1047.32	162.19												
42	316	51	900.43	154.74	900.43	154.74	1047.32	162.19	1047.32	162.19	3895.51	633.87	1047.32	162.19												
43	317	93	1641.97	282.18	1641.97	282.18	1909.82	295.75	1909.82	295.75	7103.58	1155.87	1909.82	295.75												
44	401	55	971.06	166.88	971.06	166.88	1129.46	174.91	1129.46	174.91	4201.04	683.58	1129.46	174.91												
45	402	55	971.06	166.88	971.06	166.88	1129.46	174.91	1129.46	174.91	4201.04	683.58	1129.46	174.91												
46	403	74	1306.51	224.53	1306.51	224.53	1519.64	235.33	1519.64	235.33	5652.31	919.73	1519.64	235.33												
47	404	74	1306.51	224.53	1306.51	224.53	1519.64	235.33	1519.64	235.33	5652.31	919.73	1519.64	235.33												
48	405	75	1324.17	227.57	1324.17	227.57	1540.18	238.51	1540.18	238.51	5728.69	932.15	1540.18	238.51												
49	406	74	1306.51	224.53	1306.51	224.53	1519.64	235.33	1519.64	235.33	5652.31	919.73	1519.64	235.33												
50	407	83	1465.41	251.84	1465.41	251.84	1704.46	263.95	1704.46	263.95	6339.75	1031.58	1704.46	263.95												
51	408	70	1235.89	212.39	1235.89	212.39	1437.50	222.61	1437.50	222.61	5346.78	870.01	1437.50	222.61												
52	409	50	882.78	151.71	882.78	151.71	1026.78	159.01	1026.78	159.01	3819.13	621.44	1026.78	159.01												
53	410	66	1165.27	200.26	1165.27	200.26	1355.36	209.89	1355.36	209.89	5041.25	820.30	1355.36	209.89												
54	411	102	1800.87	309.49	1800.87	309.49	2094.64	324.38	2094.64	324.38	7791.02	1267.73	2094.64	324.38												
55	412	70	1235.89	212.39	1235.89	212.39	1437.50	222.61	1437.50	222.61	5346.78	870.01	1437.50	222.61												
56	413	72	1271.20	218.46	1271.20	218.46	1478.57	228.97	1478.57	228.97	5499.55	894.87	1478.57	228.97												
57	414	68	1200.58	206.33	1200.58	206.33	1396.43	216.25	1396.43	216.25	5194.01	845.15	1396.43	216.25												
58	415	52	918.09	157.78	918.09	157.78	1067.86	165.37	1067.86	165.37	3971.89	646.29	1067.86	165.37												
59	416	52	918.09	157.78	918.09	157.78	1067.86	165.37	1067.86	165.37	3971.89	646.29	1067.86	165.37												
60	417	94	1659.63	285.22	1659.63	285.22	1930.36	298.93	1930.36	298.93	7179.96	1168.30	1930.36	298.93												
61	501	56	988.71	169.92	988.71	169.92	1150.00	178.09	1150.00	178.09	4277.42	696.01	1150.00	178.09												
62	502	56	988.71	169.92	988.71	169.92	1150.00	178.09	1150.00	178.09	4277.42	696.01	1150.00	178.09												
63	503	76	1341.82	230.60	1341.82	230.60	1560.71	241.69	1560.71	241.69	5805.08	944.58	1560.71	241.69												
64	504	76	1341.82	230.60	1341.82	230.60	1560.71	241.69	1560.71	241.69	5805.08	944.58	1560.71	241.69												
65	505	78	1377.14	236.67	1377.14	236.67	1601.78	248.05	1601.78	248.05	5957.84	969.44	1601.78	248.05												
66	506	76	1341.82	230.60	1341.82	230.60	1560.71	241.69	1560.71	241.69	5805.08	944.58	1560.71	241.69												
67	507	85	1500.72	257.91	1500.72	257.91	1745.53	270.31	1745.53	270.31	6492.52	1056.44	1745.53	270.31												
68	508	74	1306.51	224.53	1306.51	224.53	1519.64	235.33	1519.64	235.33	5652.31	919.73	1519.64	235.33												
69	509	51	900.43	154.74	900.43	154.74	1047.32	162.19	1047.32	162.19	3895.51	633.87	1047.32	162.19												
70	510	67	1182.92	203.29	1182.92	203.29	1375.89	213.07	1375.89	213.07	5117.63	832.72	1375.89	213.07												
71	511	104	1836.18	315.56	1836.18	315.56	2135.71	330.74	2135.71	330.74	7943.79	1292.59	2135.71	330.74												
72	512	72	1271.20	218.46	1271.20	218.46	1478.57	228.97	1478.57	228.97	5499.55	894.87	1478.57	228.97												
73	513	74	1306.51	224.53	1306.51	224.53	1519.64	235.33	1519.64	235.33	5652.31	919.73	1519.64	235.33												
74	514	70	1235.89	212.39	1235.89	212.39	1437.50	222.61	1437.50	222.61	5346.78	870.01	1437.50	222.61												
75	515	53	935.75	160.81	935.75	160.81	1088.39	168.55	1088.39	168.55	4048.28	658.72	1088.39	168.55												
76	516	53	935.75	160.81	935.75	160.81	1088.39	168.55	1088.39	168.55	4048.28	658.72	1088.39	168.55												
77	517	96	1694.94	291.28	1694.94	291.28	1971.43	305.30	1971.43	305.30	7332.73	1193.16	1971.43	305.30												
78	601	59	1041.68	179.02	1041.68	179.02	1211.61	187.63	1211.61	187.63	4506.57	733.29	1211.61	187.63												
79	602	74	1306.51	224.53	1306.51	224.53	1519.64	235.33	1519.64	235.33	5652.31	919.73	1519.64	235.33												
80	603	109	1924.46	330.73	1924.46	330.73	2238.39	346.64	2238.39	346.64	8325.70	1354.73	2238.39	346.64												
81	604	79	1394.79	239.70	1394.79	239.70	1622.32	251.23	1622.32	251.23	6034.22	981.87	1622.32	251.23												
82	605	81	1430.10	245.77	1430.10	245.77	1663.39	257.59	1663.39	257.59	6186.99	1006.73	1663.39	257.59												
83	606	79	1394.79	239.70	1394.79	239.70	1622.32	251.23	1622.32	251.23	6034.22	981.87	1622.32	251.23												
84	607	89	1571.35	270.04	1571.35	270.04	1827.68	283.03	1827.68	283.03	6798.05	1106.16	1827.68	283.03												

Lot Number	Unit Number	Unit Entitlement (UE)	Admin Fund		CW Fund		Admin Fund		CW Fund		Admin Fund		CW Fund		Admin Fund		CW Fund		Admin Fund		CW Fund		Admin Fund		CW Fund	
			Already Issued 01/05/2021	Already Issued 01/05/2021	(1) 01/08/2021	(1) 01/08/2021	(2) 01/11/2021	(2) 01/11/2021	(3) 01/02/2022	(3) 01/02/2022	ADMIN FUND ANNUAL TOTAL	CAPITAL WORKS FUND ANNUAL TOTAL	(4) Proposed 01/05/2022	(4) Proposed 01/05/2022	(3) 01/02/2022	(3) 01/02/2022	ADMIN FUND ANNUAL TOTAL	CAPITAL WORKS FUND ANNUAL TOTAL	(4) Proposed 01/05/2022	(4) Proposed 01/05/2022	(3) 01/02/2022	(3) 01/02/2022	ADMIN FUND ANNUAL TOTAL	CAPITAL WORKS FUND ANNUAL TOTAL	(4) Proposed 01/05/2022	(4) Proposed 01/05/2022
85	608	77	1359.48	233.63	1359.48	233.63	1581.25	244.87	1581.25	244.87	5881.46	957.01	1581.25	244.87	1581.25	244.87	5881.46	957.01	1581.25	244.87	1581.25	244.87	5881.46	957.01	1581.25	244.87
86	609	52	918.09	157.78	918.09	157.78	1067.86	165.37	1067.86	165.37	3971.89	646.29	1067.86	165.37	1067.86	165.37	3971.89	646.29	1067.86	165.37	1067.86	165.37	3971.89	646.29	1067.86	165.37
87	610	69	1218.24	209.36	1218.24	209.36	1416.96	219.43	1416.96	219.43	5270.40	857.58	1416.96	219.43	1416.96	219.43	5270.40	857.58	1416.96	219.43	1416.96	219.43	5270.40	857.58	1416.96	219.43
88	611	106	1871.49	321.63	1871.49	321.63	2176.78	337.10	2176.78	337.10	8096.55	1317.44	2176.78	337.10	2176.78	337.10	8096.55	1317.44	2176.78	337.10	2176.78	337.10	8096.55	1317.44	2176.78	337.10
89	612	75	1324.17	227.57	1324.17	227.57	1540.18	238.51	1540.18	238.51	5728.69	932.15	1540.18	238.51	1540.18	238.51	5728.69	932.15	1540.18	238.51	1540.18	238.51	5728.69	932.15	1540.18	238.51
90	613	67	1182.92	203.29	1182.92	203.29	1375.89	213.07	1375.89	213.07	5117.63	832.72	1375.89	213.07	1375.89	213.07	5117.63	832.72	1375.89	213.07	1375.89	213.07	5117.63	832.72	1375.89	213.07
91	614	79	1394.79	239.70	1394.79	239.70	1622.32	251.23	1622.32	251.23	6034.22	981.87	1622.32	251.23	1622.32	251.23	6034.22	981.87	1622.32	251.23	1622.32	251.23	6034.22	981.87	1622.32	251.23
92	701	60	1059.34	182.05	1059.34	182.05	1232.14	190.81	1232.14	190.81	4582.95	745.72	1232.14	190.81	1232.14	190.81	4582.95	745.72	1232.14	190.81	1232.14	190.81	4582.95	745.72	1232.14	190.81
93	702	76	1341.82	230.60	1341.82	230.60	1560.71	241.69	1560.71	241.69	5805.08	944.58	1560.71	241.69	1560.71	241.69	5805.08	944.58	1560.71	241.69	1560.71	241.69	5805.08	944.58	1560.71	241.69
94	703	112	1977.43	339.83	1977.43	339.83	2300.00	356.18	2300.00	356.18	8554.85	1392.02	2300.00	356.18	2300.00	356.18	8554.85	1392.02	2300.00	356.18	2300.00	356.18	8554.85	1392.02	2300.00	356.18
95	704	82	1447.76	248.80	1447.76	248.80	1683.93	260.77	1683.93	260.77	6263.37	1019.16	1683.93	260.77	1683.93	260.77	6263.37	1019.16	1683.93	260.77	1683.93	260.77	6263.37	1019.16	1683.93	260.77
96	705	83	1465.41	251.84	1465.41	251.84	1704.46	263.95	1704.46	263.95	6339.75	1031.58	1704.46	263.95	1704.46	263.95	6339.75	1031.58	1704.46	263.95	1704.46	263.95	6339.75	1031.58	1704.46	263.95
97	706	81	1430.10	245.77	1430.10	245.77	1663.39	257.59	1663.39	257.59	6186.99	1006.73	1663.39	257.59	1663.39	257.59	6186.99	1006.73	1663.39	257.59	1663.39	257.59	6186.99	1006.73	1663.39	257.59
98	707	92	1624.31	279.15	1624.31	279.15	1889.28	292.57	1889.28	292.57	7027.20	1143.44	1889.28	292.57	1889.28	292.57	7027.20	1143.44	1889.28	292.57	1889.28	292.57	7027.20	1143.44	1889.28	292.57
99	708	80	1412.45	242.74	1412.45	242.74	1642.86	254.41	1642.86	254.41	6110.61	994.30	1642.86	254.41	1642.86	254.41	6110.61	994.30	1642.86	254.41	1642.86	254.41	6110.61	994.30	1642.86	254.41
100	709	53	935.75	160.81	935.75	160.81	1088.39	168.55	1088.39	168.55	4048.28	658.72	1088.39	168.55	1088.39	168.55	4048.28	658.72	1088.39	168.55	1088.39	168.55	4048.28	658.72	1088.39	168.55
101	710	70	1235.89	212.39	1235.89	212.39	1437.50	222.61	1437.50	222.61	5346.78	870.01	1437.50	222.61	1437.50	222.61	5346.78	870.01	1437.50	222.61	1437.50	222.61	5346.78	870.01	1437.50	222.61
102	711	112	1977.43	339.83	1977.43	339.83	2300.00	356.18	2300.00	356.18	8554.85	1392.02	2300.00	356.18	2300.00	356.18	8554.85	1392.02	2300.00	356.18	2300.00	356.18	8554.85	1392.02	2300.00	356.18
103	712	78	1377.14	236.67	1377.14	236.67	1601.78	248.05	1601.78	248.05	5957.84	969.44	1601.78	248.05	1601.78	248.05	5957.84	969.44	1601.78	248.05	1601.78	248.05	5957.84	969.44	1601.78	248.05
104	713	70	1235.89	212.39	1235.89	212.39	1437.50	222.61	1437.50	222.61	5346.78	870.01	1437.50	222.61	1437.50	222.61	5346.78	870.01	1437.50	222.61	1437.50	222.61	5346.78	870.01	1437.50	222.61
105	714	81	1430.10	245.77	1430.10	245.77	1663.39	257.59	1663.39	257.59	6186.99	1006.73	1663.39	257.59	1663.39	257.59	6186.99	1006.73	1663.39	257.59	1663.39	257.59	6186.99	1006.73	1663.39	257.59
106	801	61	1076.99	185.09	1076.99	185.09	1252.68	193.99	1252.68	193.99	4659.34	758.15	1252.68	193.99	1252.68	193.99	4659.34	758.15	1252.68	193.99	1252.68	193.99	4659.34	758.15	1252.68	193.99
107	802	78	1377.14	236.67	1377.14	236.67	1601.78	248.05	1601.78	248.05	5957.84	969.44	1601.78	248.05	1601.78	248.05	5957.84	969.44	1601.78	248.05	1601.78	248.05	5957.84	969.44	1601.78	248.05
108	803	118	2083.36	358.04	2083.36	358.04	2423.21	375.26	2423.21	375.26	9013.14	1466.59	2423.21	375.26	2423.21	375.26	9013.14	1466.59	2423.21	375.26	2423.21	375.26	9013.14	1466.59	2423.21	375.26
109	804	86	1518.38	260.94	1518.38	260.94	1766.07	273.49	1766.07	273.49	6568.90	1068.87	1766.07	273.49	1766.07	273.49	6568.90	1068.87	1766.07	273.49	1766.07	273.49	6568.90	1068.87	1766.07	273.49
110	805	88	1553.69	267.01	1553.69	267.01	1807.14	279.85	1807.14	279.85	6721.67	1093.73	1807.14	279.85	1807.14	279.85	6721.67	1093.73	1807.14	279.85	1807.14	279.85	6721.67	1093.73	1807.14	279.85
111	806	86	1518.38	260.94	1518.38	260.94	1766.07	273.49	1766.07	273.49	6568.90	1068.87	1766.07	273.49	1766.07	273.49	6568.90	1068.87	1766.07	273.49	1766.07	273.49	6568.90	1068.87	1766.07	273.49
112	807	96	1694.94	291.28	1694.94	291.28	1971.43	305.30	1971.43	305.30	7332.73	1193.16	1971.43	305.30	1971.43	305.30	7332.73	1193.16	1971.43	305.30	1971.43	305.30	7332.73	1193.16	1971.43	305.30
113	808	82	1447.76	248.80	1447.76	248.80	1683.93	260.77	1683.93	260.77	6263.37	1019.16	1683.93	260.77	1683.93	260.77	6263.37	1019.16	1683.93	260.77	1683.93	260.77	6263.37	1019.16	1683.93	260.77
114	809	54	953.40	163.85	953.40	163.85	1108.93	171.73	1108.93	171.73	4124.66	671.15	1108.93	171.73	1108.93	171.73	4124.66	671.15	1108.93	171.73	1108.93	171.73	4124.66	671.15	1108.93	171.73
115	810	73	1288.86	221.50	1288.86	221.50	1499.11	232.15	1499.11	232.15	5575.93	907.30	1499.11	232.15	1499.11	232.15	5575.93	907.30	1499.11	232.15	1499.11	232.15	5575.93	907.30	1499.11	232.15
116	811	123	2171.64	373.21	2171.64	373.21	2525.89	391.16	2525.89	391.16	9395.06	1528.73	2525.89	391.16	2525.89	391.16	9395.06	1528.73	2525.89	391.16	2525.89	391.16	9395.06	1528.73	2525.89	391.16
117	812	83	1465.41	251.84	1465.41	251.84	1704.46	263.95	1704.46	263.95	6339.75	1031.58	1704.46	263.95	1704.46	263.95	6339.75	1031.58	1704.46	263.95	1704.46	263.95	6339.75	1031.58	1704.46	263.95
118	813	73	1288.86	221.50	1288.86	221.50	1499.11	232.15	1499.11	232.15	5575.93	907.30	1499.11	232.15	1499.11	232.15	5575.93	907.30	1499.11	232.15	1499.11	232.15	5575.93	907.30	1499.11	232.15
119	814	83	1465.41	251.84	1465.41	251.84	1704.46	263.95	1704.46	263.95	6339.75	1031.58	1704.46	263.95	1704.46	263.95	6339.75	1031.58	1704.46	263.95	1704.46	263.95	6339.75	1031.58	1704.46	263.95
120	901	63	1112.30	191.15	1112.30	191.15	1293.75	200.35	1293.75	200.35	4812.10	783.01	1293.75	200.35	1293.75	200.35	4812.10	783.01	1293.75	200.35	1293.75	200.35	4812.10	783.01	1293.75	200.35
121	902	81	1430.10	245.77	1430.10	245.77	1663.39	257.59	1663.39	257.59	6186.99	1006.73	1663.39	257.59	1663.39	257.59	6186.99	1006.73	1663.39	257.59	1663.39	257.59	6186.99	1006.73	1663.39	257.59
122	903	123	2171.64	373.21	2171.64	373.21	2525.89	391.16	2525.89	391.16	9395.06	1528.73	2525.89	391.16	2525.89	391.16	9395.06	1528.								

13 December 2016

The Executive Committee
Strata Plan 74790
1 Bruce Bennetts Place
Maroubra NSW 2035

Dear Committee Members,

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

Based on our survey of your property, we have determined that the Owners Corporation will need only to allow contributions to increase with inflation in order to cover its forecast sinking fund expenses. We strongly recommend that the levies be set at the level recommended 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 sinking 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 sinking fund levy divided by unit entitlements)	\$11.00
Total Unit Entitlements	10000
Total Sinking Fund Levy	\$110,000.00

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	3
Report Detail	Section 2
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	7
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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 Name	Pacific Square - Panorama
Building Address	1 Bruce Bennetts Place Maroubra NSW 2035
Strata Plan (SP) No	74790
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	2005
Number of Unit Entitlements	10000
Number of Units	133
Estimated Starting Sinking Fund Balance	\$869,154
Starting date of Financial Year for Report	1/05/2017
GST Status	Registered for GST
Current Sinking Fund Levy per Lot Entitlement (Inc. GST)	\$11.00

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	2.50%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on sinking fund balances over \$10,000.	1.75%
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 forecast looks out.	15 years

15 Year Levy Table

Year	Year To	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	30/04/2018	110,000.00	10,000.00	11.00	1.00	2.75	0.25
2	30/04/2019	113,410.00	10,310.00	11.34	1.03	2.84	0.26
3	30/04/2020	116,925.71	10,629.61	11.69	1.06	2.92	0.27
4	30/04/2021	120,550.41	10,959.13	12.06	1.10	3.02	0.27
5	30/04/2022	124,287.47	11,298.86	12.43	1.13	3.11	0.28
6	30/04/2023	128,140.39	11,649.13	12.81	1.16	3.20	0.29
7	30/04/2024	132,112.74	12,010.25	13.21	1.20	3.30	0.30
8	30/04/2025	136,208.24	12,382.57	13.62	1.24	3.41	0.31
9	30/04/2026	140,430.70	12,766.43	14.04	1.28	3.51	0.32
10	30/04/2027	144,784.05	13,162.19	14.48	1.32	3.62	0.33
11	30/04/2028	149,272.35	13,570.21	14.93	1.36	3.73	0.34
12	30/04/2029	153,899.80	13,990.89	15.39	1.40	3.85	0.35
13	30/04/2030	158,670.70	14,424.61	15.87	1.44	3.97	0.36
14	30/04/2031	163,589.49	14,871.77	16.36	1.49	4.09	0.37
15	30/04/2032	168,660.77	15,332.80	16.87	1.53	4.22	0.38

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	30/04/2018	869,154.00	100,000.00	15,932.48	17,452.73	967,633.75
2	30/04/2019	967,633.75	103,100.00	17,807.33	3,243.64	1,085,297.44
3	30/04/2020	1,085,297.44	106,296.10	17,580.52	267,689.09	941,484.97
4	30/04/2021	941,484.97	109,591.28	15,983.92	165,827.27	901,232.90
5	30/04/2022	901,232.90	112,988.61	16,343.57	47,617.27	982,947.81
6	30/04/2023	982,947.81	116,491.26	17,234.44	112,736.36	1,003,937.15
7	30/04/2024	1,003,937.15	120,102.49	18,588.85	3,537.27	1,139,091.22
8	30/04/2025	1,139,091.22	123,825.67	20,638.09	43,369.09	1,240,185.89
9	30/04/2026	1,240,185.89	127,664.27	22,740.85	9,081.82	1,381,509.19
10	30/04/2027	1,381,509.19	131,621.86	25,118.23	23,985.45	1,514,263.83
11	30/04/2028	1,514,263.83	135,702.14	24,635.77	348,713.64	1,325,888.10
12	30/04/2029	1,325,888.10	139,908.91	22,446.73	226,344.55	1,261,899.19
13	30/04/2030	1,261,899.19	144,246.09	23,227.66	13,454.55	1,415,918.39
14	30/04/2031	1,415,918.39	148,717.72	26,039.49	4,612.73	1,586,062.87
15	30/04/2032	1,586,062.87	153,327.97	26,607.57	284,588.18	1,481,410.23

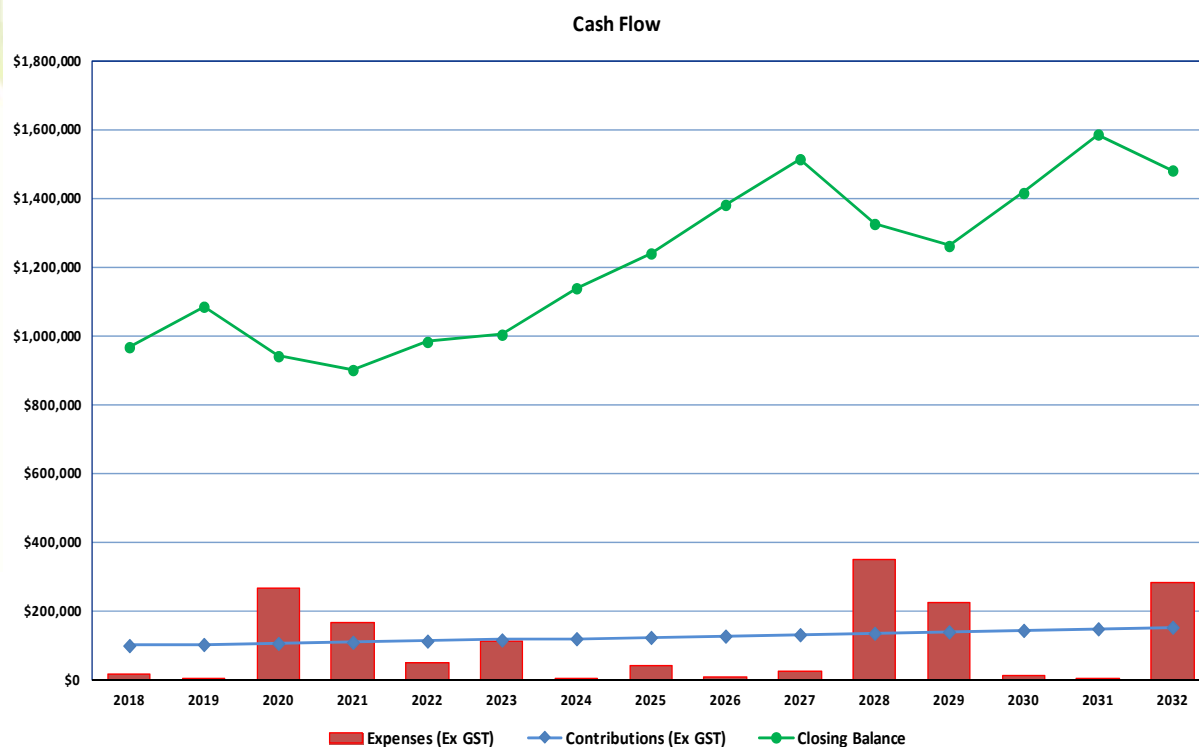
15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

Contributions line - Total sinking 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.



NOTICE OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

TO The Owners – Strata Plan No. 74790
Panorama
1 Bruce Bennetts Place, Maroubra NSW 2035

DATE, PLACE AND TIME

The meeting will be held on Wednesday 27th October 2021
at via Zoom, please contact your strata manager for a

DATE, PLACE AND TIME

The meeting will be held immediately after the Annual General Meeting
on Wednesday 27th October 2021
via Zoom

AGENDA

5. Preliminaries
 - + recording of persons present and in attendance
 - + receipt of proxies
 - + recording of apologies
 - + determination of a quorum
6. Opening
 - + confirming chairperson
 - + commencement time
7. Consideration of attached motions
8. Closure

INFORMATION

QUORUM (*Clause 12 of schedule 2 of the Act*)

A motion submitted at a meeting of a strata committee must not be considered unless there is a quorum present to consider and vote on the motion. A quorum is present at a meeting:

- (a) in the case of a strata committee which has only one member, if the member is present,
- (b) in any other case, if not less than one-half of the persons entitled to vote on the motion are present.

A person who has voted, or intends to vote 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.

ELIGIBILITY TO VOTE (*Clause 9(4) of Schedule 2 of the Act*)

You cannot vote if the contributions for your lot have not been paid or if you were nominated for the strata committee by a member who has not paid the contributions for their lot. The relevant consideration is whether or not the owner of the lot was an un-financial at the date notice of the meeting and did not pay before the meeting.

DISCLOSURES OF PECUNIARY INTEREST (*Clause 18 of schedule 2 of the Act*)

The nature of the interest must be disclosed at a meeting and the particulars are to be kept in a book for this purpose.

NON MEMBER ATTENDANCE (*Clause 13 of schedule 2 of the Act*)

Owners or company nominees of a lot in the scheme may attend a strata committee meeting however they are not entitled to address the meeting unless authorised by a resolution of the meeting.

NOTICE DATE: 8 October 2021

MOTIONS FOR CONSIDERATION

STATUTORY MATTERS			
MOTION 1	ACTING MEMBERS	THAT pursuant to section 34 of the Strata Schemes Management Act 2015, the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this meeting of the strata committee.	Section 34 of the Act
MOTION 2	CONFIRMATION OF MINUTES	THAT the minutes of the last strata committee meeting held 22 September 2021 be confirmed as a true and accurate record of that meeting.	
MOTION 3	PECUNIARY INTEREST	<p>THAT the strata committee:</p> <ul style="list-style-type: none"> (a) receive any disclosures regarding pecuniary interests; (b) record the details of these interests in the disclosure book; (c) for each disclosure made, determine whether that member can <ul style="list-style-type: none"> 1. be present during the deliberations for that matter, or 2. take any part in the decision of that matter. <p>Notes to motion: <i>Disclosure of any interest in relation to a corporation or other body, or a specified person for a matter. This might be employment, membership, partnership, though can be any type of relationship</i></p>	
MOTION 4	ELECTION OF OFFICE BEARERS	THAT the secretary, treasurer and chairperson of the strata committee be elected.	Section 41 of the Act and Clause 11 of the Regulations
STRATA COMMITTEE GOVERNANCE			
MOTION 5	ELECTRONIC SERVICE OF INSURANCE INFORMATION	THAT the strata committee resolve to accept all insurance and product disclosure information via email, and that the nominated email address of the owners corporation be determined.	
MOTION 6	TERM DEPOSITS	THAT the treasurer be authorised by standing authority to advise the managing agent of those amounts which may be placed on term deposit with the trust account bank.	
MOTION 7	FINANCIAL REPORTS & INVOICE APPROVALS	<p>THAT</p> <ul style="list-style-type: none"> (a) the strata committee confirm that the treasurer be nominated to receive the monthly financial reports. (b) The treasurer be added as an external approver to approve <ul style="list-style-type: none"> i. All invoices excluding utilities ii. All invoices including utilities iii. Invoices over \$X only 	
MOTION 8	CODE OF CONDUCT	THAT the attached Code of Conduct be accepted and signed by all members.	
NEXT MEETING			
MOTION 9	NEXT MEETING	THAT the date, time and location of the next meeting(s) of the strata committee be determined.	

MINUTES OF STRATA COMMITTEE MEETING

Sections 39, 40, 263 & Schedule 2 of Strata Schemes Management Act 2015 (NSW)

The Owners– Strata Plan No 74790

Panorama

1 Bruce Bennetts Pl Maroubra NSW 2035

The meeting was held on Wednesday 22 September 2021

Via Zoom

PRESENT:	J Bowen	Lot 4
	R Drozdowski	Lot 8
	J Sherwin	Lot 102
APOLOGIES:	P Samios	Lot 117
IN ATTENDANCE:	R O'Connor	Excel Building Management
	F Mak	Strata Plus

Those present determined that Fiona Mak chair the meeting.

The chairperson declared a quorum, and the meeting was opened at 3:33 pm

MINUTES

MOTION 1	ACTING MEMBERS	WITHDRAWN that pursuant to section 34 of the Strata Schemes Management Act 2015, the strata committee receive and accept the appointment of any acting members of the strata committee for the purpose of this meeting of the strata committee.
MOTION 2	CONFIRMATION OF MINUTES	RESOLVED the minutes of the last committee meeting held 28 July 2021 be confirmed as a true and accurate record of that meeting.
MOTION 3	PECUNIARY INTEREST	WITHDRAWN that the strata committee: <ul style="list-style-type: none"> (a) receive any disclosures regarding pecuniary interests; (b) record the details of these interests in the disclosure book; (c) for each disclosure made, determine whether that member can <ul style="list-style-type: none"> i. be present during the deliberations for that matter, or ii. take any part in the decision of that matter.
MOTION 4	FINANCIAL STATEMENTS	RESOLVED that the financial statements as presented by Strata Plus for the period ending 31 August 2021 be adopted. Note: Lot 88 arrears – Strata Manager to update committee on status of debt recovery Lot 121 – Strata Manager to reach out to them to follow up on payment of levies.
MOTION 5	DRAFT BUDGET 2021/22	RESOLVED that the amended budget prepared by the Treasurer be reviewed by the strata committee and any adjustments be made. Note:

		The committee agreed to a minimal increase of levies at this moment as there will be significant special levy next year for painting façade project. They accept the draft budget as presented.
MOTION 6	NEXT MEETING	<p>RESOLVED that the date, time and location of the next meeting of the strata committee will be after the AGM on 20th October 2021 commencing at 5:30pm via Zoom.</p> <p>Add motion on the AGM agenda to advise people of the special levy next year for the painting façade project</p>
	CLOSURE	The chairperson declared the meeting closed at 4:02pm



COMMITTEE CODE OF CONDUCT

This Code is an instrument to support the fair and timely decision making of the committee.
The wording of these undertakings has been agreed by the current committee.

I (full name)	
of SP / DP No	

agree to adhere to these undertakings as part of my acceptance of my role as a committee member

- + Acknowledge and agree to vote at committee meetings to achieve a decision that is in the best interests of all owners. It is noted that at a general meeting I have the right to vote in my own interest.
- + To disclose any personal current or future conflict of interest and remind my fellow members when appropriate
- + To disclose any awareness of a potential conflict of interest with another member or supplier.
- + To act honestly and fairly
- + To respect fellow members opinions and differences
- + To trust and support fellow committee members in carrying out their assigned duties
- + Should I not agree with the majority decision of the committee, I will still work to support the decision of the committee.
- + Have detailed familiarity with the scheme's by-laws
- + To commit to meeting attendance and read materials before the start of the meeting. Should attendance not be possible then contact will be made with the strata manager to assist with the quorum.
- + To agree to a minimum of quarterly meetings that should run for no more than 90 minutes with no more than 15 motions
- + To commit to devoting time to assist with the progressing of scheme matters outside of meetings.
- + To acknowledge that the Secretary is the nominated individual to provide instruction to the strata manager and building manager.
- + To minimize email traffic at all times.
- + To work to timely decision making. Review of correspondence within 5 business days of receipt unless specified otherwise in the 1st sentence of the body of the email.
- + To foster a spirit of teamwork and co-operation with respectful communications (written & verbal) amongst
 - o Fellow committee members
 - o Owners and occupiers
 - o Strata managing agent
 - o Suppliers engaged by the scheme
- + To accept the guidance of the strata manager and contracted specialists to ensure compliance with legislation. If clarity is needed then committee will seek this in writing.
- + To keep confidential contact details of all committee members, owners, residents and other related parties.
- + Understand that if a transgression of this Code occurs then the committee member is afforded the opportunity to provide surety that further transgressions will not occur. With continued transgression the committee can seek in writing the resignation of the committee member. If the request is ignored, then the committee will seek a general meeting with a motion to remove the individual and for a replacement member to be elected.

Signed: Date:

SEND COMPLETED FORM TO
your strata manager's email address
or
info@strataplus.com.au



OWNERS CORPORATION OWNER FORM

STRATA PLAN NO.		UNIT NO.	
-----------------	--	----------	--

Your details are safeguarded in accordance with The Privacy Act 2000 and our Privacy Policy as per strataplus.com.au
If you consent to receiving notifications electronically, then your email address forms part of the books and records of your scheme.
Electing to receive notifications electronically reduces the postal charges to your scheme.

PREFERRED TITLE & OWNER(S) NAME(S) Eg Dr & Mrs Brown, Mr A Wong & Miss B Wong	
--	--

Correspondence = notices & minutes of meetings; communications to all owners; reports to all owners; and letters specific to your lot.

CORRESPONDENCE	Email address: (only one) I/we authorise the owners corporation to electronically send communication to this email address _____ Signature(s) _____ Dated
AUSTRALIAN POSTAL ADDRESS Only complete if not receiving via email.	

Levy notices are sent to your nominated address.

If there is a delay in receiving your payment, the same address is used for contact purposes.
Please note that if your agent pays your levies you can specify their email address below. If you do have a tenant, you must provide the owners corporation with full lease details within 14 days of them moving in. You can do this by completing our Tenancy Notice Form.

LEVY NOTICES	Email address: (only one) I/we authorise the owners corporation to electronically send communication to this email address _____ Signature(s) _____ Dated
AUSTRALIAN POSTAL ADDRESS Only complete if not receiving via email	

Having your emergency contact details enables us to contact you in our capacity as your scheme's Agent.
The details do not form part of the records of the scheme unless there are specifically related by-laws or resolutions for your scheme.

MOBILE NUMBER	DAYTIME PHONE	AFTER HOURS PHONE	ALTERNATE CONTACT
			Full Name Phone

SEND COMPLETED FORM TO
info@strataplus.com.au

You can directly update your details by login to My Property portal
If you have lost your login details simply click on REQUEST OWNERS LOGIN on our website homepage



APPOINTMENT OF COMPANY NOMINEE FORM

Date	
To	Secretary of the Owners of Strata Plan
Company Name as per title	
owner of lot(s)	

In accordance with section 154 (1) of the *Strata Schemes Management Act (NSW) 2015* we hereby give notice that

Nominee name	
of (Australian address)	

is appointed company nominee for the purposes of exercising the rights of the Company vested by virtue of the *Strata Schemes Management Act (NSW) 2015* as at the day of this notice and thereafter, until revoked by the Company in writing to the secretary of the owners corporation.

Nominee's phone	
Nominee's email address	

Executed in accordance with section 127 of the *Corporations Act 2001* in the presence of:

Secretary / Director	Name	Signature
Director	Name	Signature

IMPORTANT TO NOTE

This document must be signed in accordance with section 127 of the *Corporations Act 2001* which states that:

- (1) A company may execute a document without using a common seal if the document is signed by:
 - (a) 2 directors of the company; or
 - (b) a director and a company secretary of the company; or
 - (c) for a proprietary company that has a sole director who is also the sole company secretary – that director.
- (2) A company with a common seal may execute a document if the seal is fixed to the document and the fixing of the seal is witnessed by:
 - (a) 2 directors of the company; or
 - (b) a director and a company secretary of the company; or
 - (c) for a proprietary company that has a sole director who is also the sole company secretary – that director.

SEND COMPLETED FORM TO

info@strataplus.com.au

If you have any questions, simply contact your Strata Plus strata manager.



FORM 1 | GENERAL MEETING PROXY APPOINTMENT

Strata Schemes Management Act 2015 (Schedule 1 Clauses 23, 25, 26), Strata Schemes Management Regulation 2016 Clause 13

MUST insert to show the date of completion and signing of this form	Date & Time	
MUST be the full name(s) as reflected on the title of your lot and in the strata roll. If jointly owned, then all names must be recorded. If owned by a corporation, the name of the corporation must be noted (not the name of the company nominee)	I/We	
MUST insert the Lot number. This is not always your unit/suite number. If unsure contact Strata Plus or refer to a recent levy notice	the owners of lot	
MUST insert the Strata Plan No.	in	SP No
MUST insert the proxy holder's name	appoint	
Insert where the proxy holder is from eg Lot X	of	
as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).		
Tick and/or complete whichever applies. The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings. Period of meetings MUST be specified in a clear manner. If no nomination is made, the proxy will take effect for 12 months or 2 consecutive annual general meetings, whichever is the greater.	Period or number of meetings for which appointment of proxy has effect	<input type="checkbox"/> 1 meeting <input type="checkbox"/> meetings <input type="checkbox"/> 1 month <input type="checkbox"/> months <input type="checkbox"/> 12 months or 2 consecutive annual general meetings
*Circle paragraph 1 or 2, whichever applies. If you circle option 2, then specify the matters and any limitations on the manner in which you want the proxy to vote on the lines provided for option 2. *Strike out paragraph 3 if proxy is not authorised to vote on this matter. Even if not struck out, but if no information is provided then the proxy cannot vote regarding managing agents.	Authorisation given	*1. This form authorises the proxy to vote on my/our behalf on all matters. OR *2. This form authorises the proxy to vote on my/our behalf on the following matters only: *3. If a vote is taken on whether (the strata managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:
A person can only hold one proxy if the scheme has 20 lots or less. Limit to a number equal to not more than 5% of the total number of lots	Limit on number of proxies	*4. I understand that, if the proxy already holds more than the permitted number of proxies, the proxy will not be permitted to vote on my/our behalf on any matters.
Signatures of ALL owners recorded on title MUST sign. If owned by a corporation, the proxy MUST be executed by the company pursuant to the Corporations Act 2001.	Signature of owner(s)	

REFER OVER FOR IMPORTANT INFORMATION

SEND COMPLETED FORM TO

info@strataplus.com.au



Strata Schemes Management Act 2015 (Schedule 1 Clauses 23, 25, 26), Strata Schemes Management Regulation 2016 Clause 13

NOTES ON APPOINTMENT OF PROXIES

1. This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before the first meeting in relation to which it is to operate (in any other case).
2. This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.
3. This 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.

Deed of Settlement and Release

Pacific Square Stage 1

Lend Lease Engineering Pty Limited (formerly Abigroup
Contractors Pty Limited) (**LLE**)

Clycut Pty Limited (**Clycut**)

The Owners – Strata Plan No. 74378 (**Boulevardre**)

The Owners – Strata Plan No. 74405 (**Northerly**)

The Owners – Strata Plan No. 74790 (**Panorama**)

MinterEllison

L A W Y E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123
www.minterellison.com

Deed of Settlement and Release

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Details

Date

July 2014

Parties

Name	Lend Lease Engineering Pty Limited (formerly Abigroup Contractors Pty Limited)
Short form name	LLE
ABN	40 000 201 516
Notice details	Level 20, The Zenith Tower B 821 Pacific Highway Chatswood NSW 2067
	Attention: Stephen Surjan
Name	The Owners – Strata Plan No. 74378
Short form name	Boulevard Owners
ABN	98 918 294 344
Notice details	c/o Strata Plus Pty Limited Level 2, 80 Cooper Street SURRY HILLS NSW 2010
	Attention: David Moore
Name	The Owners – Strata Plan No. 74405
Short form name	Northerly Owners
ABN	42 119 060 191
Notice details	c/o Strata Plus Pty Limited Level 2, 80 Cooper Street SURRY HILLS NSW 2010
	Attention: David Moore
Name	The Owners – Strata Plan No. 74790
Short form name	Panorama Owners
ABN	80 351 183 859
Notice details	c/o Strata Plus Pty Limited Level 2, 80 Cooper Street SURRY HILLS NSW 2010
	Attention: David Moore
Name	Clycut Pty. Limited
Short form name	Clycut

Notice details	Unit 304, 203 New South Head Road Edgecliff NSW 2027
	Attention: David Boyer

Background

- A On or about 26 June 2003, LLE entered into an agreement with Clycut to construct stage one of a mixed use development at Maroubra, New South Wales (**Contract**).
- B PS1 is comprised of 3 buildings, being Boulevarde, Northerly and Panorama.
- C Following completion of the works by LLE for each building, in or about:
 - (i) March 2005, a strata plan of subdivision was created and a freehold residential strata scheme registered for Boulevarde;
 - (ii) March 2005, a strata plan of subdivision was created and a freehold residential strata scheme registered for Northerly; and
 - (iii) May 2005, a strata plan of subdivision was created and a freehold residential strata scheme registered for Panorama.
- D In March 2012, the Owners commenced the Proceedings against Clycut and LLE, alleging various defects arising from the works performed by LLE to each of Boulevarde, Northerly and Panorama.
- E Without admission of liability, the Owners, Clycut and LLE have agreed to settle the dispute between them in respect of the Defects in accordance with the terms of this deed.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Basement Car Park means the area identified in the plans at Schedule 1 of this deed.

Basement Car Park Rectified Defects the defects, omissions, shrinkages or faults in the Basement Car Park identified in Schedule 2 of this deed.

Boulevarde means the building containing 96 residential apartments (and associated car park and storage spaces) which is known as "*Boulevarde*" and is located at 717 Anzac Parade, Maroubra in the State of New South Wales, in deposited plan 1071735.

Claim means any claim, cross claim, counterclaim, demand, action, litigation, adjudication, arbitration, suit, cause of action, proceeding, application, appeal or otherwise whether arising at common law, in equity, under statute, or otherwise, whether present, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or the Parties or otherwise.

Contract has the meaning given to it in the Background at paragraph A.

Hastie Services Report means the report of Brett Beatty of Hastie Services prepared for the Owners and dated 19 September 2011.

Demlakian Report means the report of Milivoj Vojdovic of Demlakian Strata & Remedial prepared for the Panorama Owners and dated September 2011.

GST has the meaning given to it in clause 5 of this deed.

Northerly means the building containing 70 residential apartments (and associated car park and storage spaces) which is known as "*Northerly*" and is located at 97 Boyce Road, Maroubra in the State of New South Wales, in deposited plan 1071735.

Owners means the Boulevarde Owners, Northerly Owners and Panorama Owners.

Panorama means the building containing 133 residential apartments (and associated car park and storage spaces) which is known as "*Panorama*" and is located at 1 Bruce Bennetts Place, Maroubra in the State of New South Wales, in deposited plan 1071735.

Proceedings means any or all of the Supreme Court of New South Wales proceedings numbered 2012/72243, 2012/72251 and 2012/72272.

Released Defects means any defect, omission, shrinkage or fault (including design defects) in Boulevarde, Northerly or Panorama known to the Owners but excludes any defect, omission, shrinkage or fault (including design defects) directly affecting the Basement Car Park other than the Basement Car Park Rectified Defects.

1.2 Interpretation

In this deed, unless the contrary intention appears:

- (a) a reference to this deed or another instrument (including the Contract) includes any variation or replacement of any of them and despite any change in the identity of the parties;

- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) references to clauses and sub-clauses are reference to clauses and sub-clauses of this deed;
- (d) a reference to '\$' or 'dollars' is to Australian currency;
- (e) words denoting the singular includes the plural and vice versa;
- (f) 'person' includes individuals, partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (g) a reference to a party or person includes a reference to the party or person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (h) the meaning of general words is not limited by specific examples associated with 'including', 'for example' or similar expressions;
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (j) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (k) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (l) no provision of this deed will be interpreted adversely to a party on the ground that the party was responsible for preparation of this deed or that provision;
- (m) headings and any table of contents or index are for convenience only and do not affect the interpretation of this deed; and
- (n) a reference to time means Eastern Standard Time in New South Wales.

2. Releases

2.1 Releases

Upon entry into this deed:

- (a) the Owners fully and forever release and discharge Clycut and LLE from all Claims that the Owners have or may have against Clycut or LLE or, but for the execution of this deed, could, would or might have had against Clycut or LLE, arising out of or in connection with the Released Defects alleged in the Proceedings; and
- (b) Clycut and LLE fully and forever release and discharge each other from all Claims that either party has or may have against the other party or, but for the execution of this deed, could, would or might have had against that party, arising out of or in connection with the Released Defects alleged in the Proceedings.

2.2 Proceedings

In order to give effect to clause 2.1 of this deed, as soon as is reasonably practicable following entry into this deed, the Owners must, at their own expense, make such application(s) and/or prepare any document required to procure the making by the Court of orders which result in the Proceedings being limited to claims for defects, omissions, shrinkages or faults directly affecting the Basement Car Park (if any) excluding the Basement Car Park Rectified Defects.

2.3 Bar to proceedings

This deed may be pleaded as a full and complete defence by each party to any and all Claims which are the subject of the releases in this deed and which are commenced, continued or taken by any party in any jurisdiction.

3. Confidentiality

The parties must keep the terms of this deed confidential except:

- (a) to the parties' legal advisers, auditors, financial or taxation advisers and financiers;
- (b) to the extent required by law or by any regulatory body; and
- (c) for the purpose of enforcement of its terms.

4. GST

- (a) The parties acknowledge that in reliance on the principles set out in public ruling GSTR 2001/4 – GST Consequences of Court Orders and Out of Court Settlements, they have formed the view that there is no taxable supply resulting from this deed, nor does the release set out in clause 2 result in an increasing adjustment to a party for GST purposes.
- (b) Notwithstanding clause 4(a), if:
 - (i) LLE makes a supply under or in connection with this deed in respect of which GST is payable; or
 - (ii) a payment under this deed is consideration for a taxable supply (whether or not that supply is made under this agreement)then the payment for that supply, but for the application of this clause 4(b), is increased by an amount equal to the GST payable on the supply.

5. General

5.1 Binding effect of this deed

This deed binds each party and any transferee, assignee, administrator or liquidator appointed in respect of it.

5.2 Further assurance

Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this deed.

5.3 Counterparts

This deed may be executed in a number of counterparts, all of which together will be taken to constitute one and the same document.

5.4 Severability

Any provision of this deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this deed enforceable, unless this would materially change the intended effect of this deed.

5.5 Waiver

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

- (b) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (c) A waiver is not effective unless it is in writing.
- (d) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

5.6 Variation

An amendment or variation to this deed is not effective unless it is in writing and signed by the parties.

5.7 Costs and outlays

Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this deed.

5.8 Governing law and jurisdiction

- (a) The laws of New South Wales govern this deed.
- (b) Each party unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

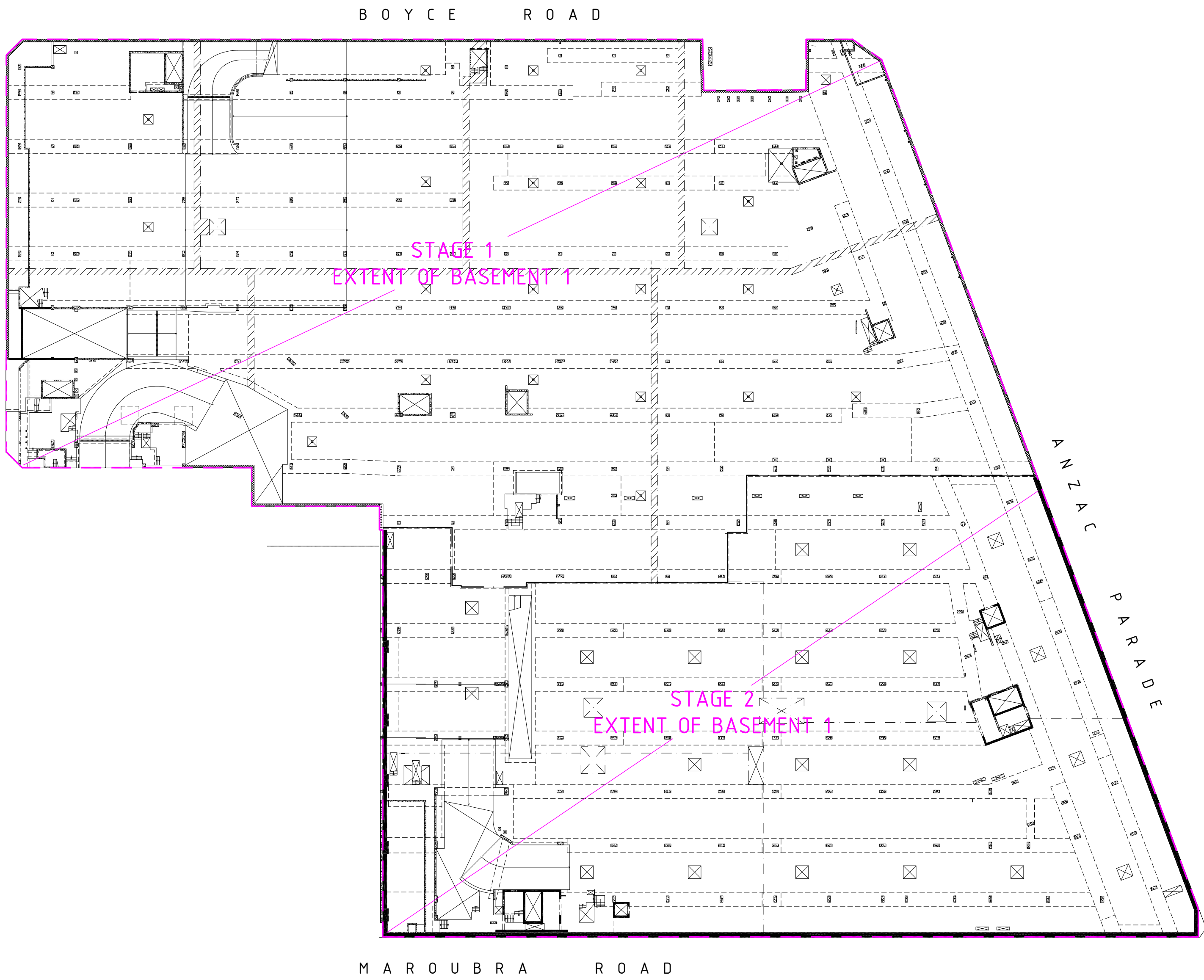
5.9 Entire agreement

This deed constitutes the entire agreement of the parties relating to the subject matter of this deed and supersedes all prior understandings, negotiations, agreements, written or oral, express or implied, in relation to that subject matter.

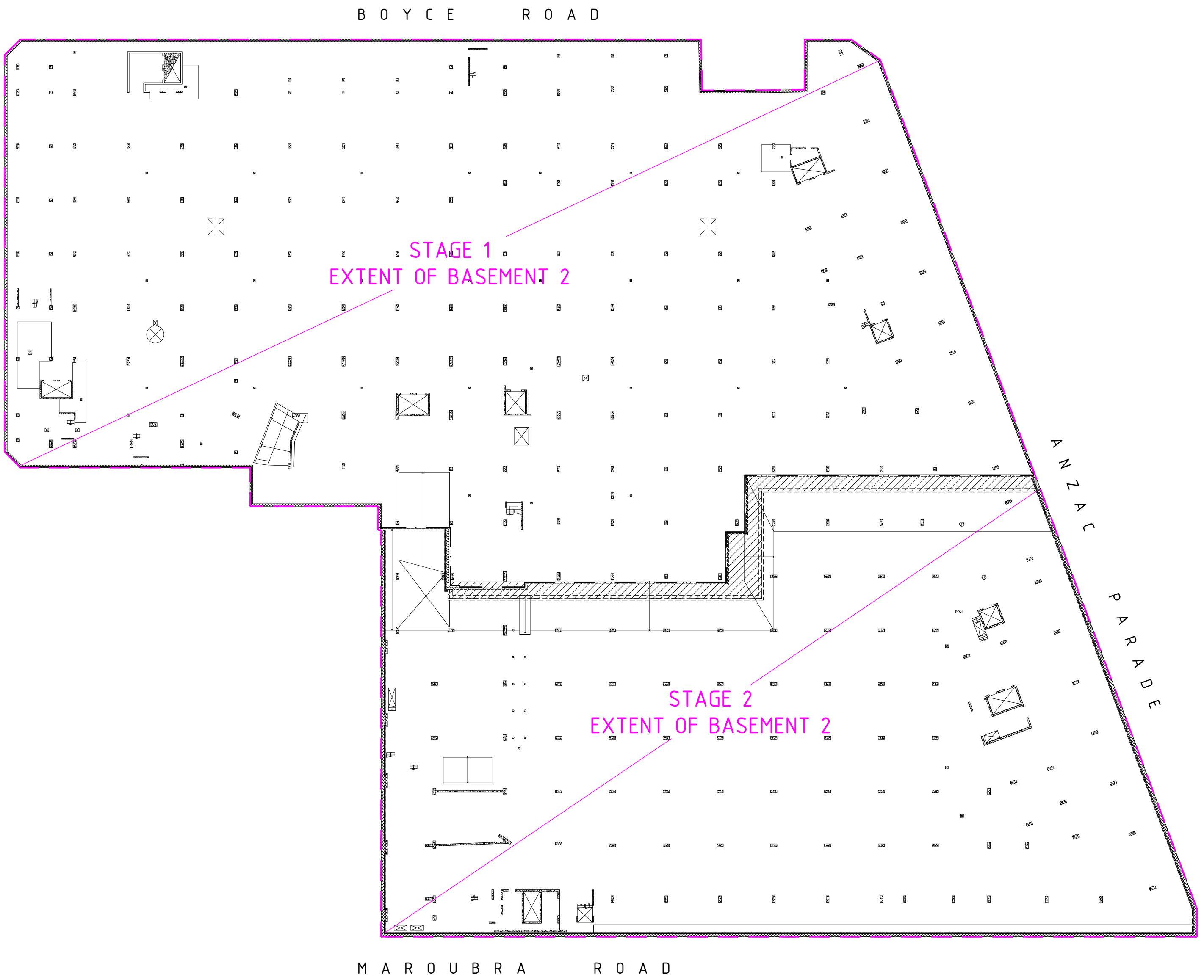
5.10 Authority to execute

Each party who executes this document declares that they have full authority to execute it and that they have obtained any necessary consents or approvals.

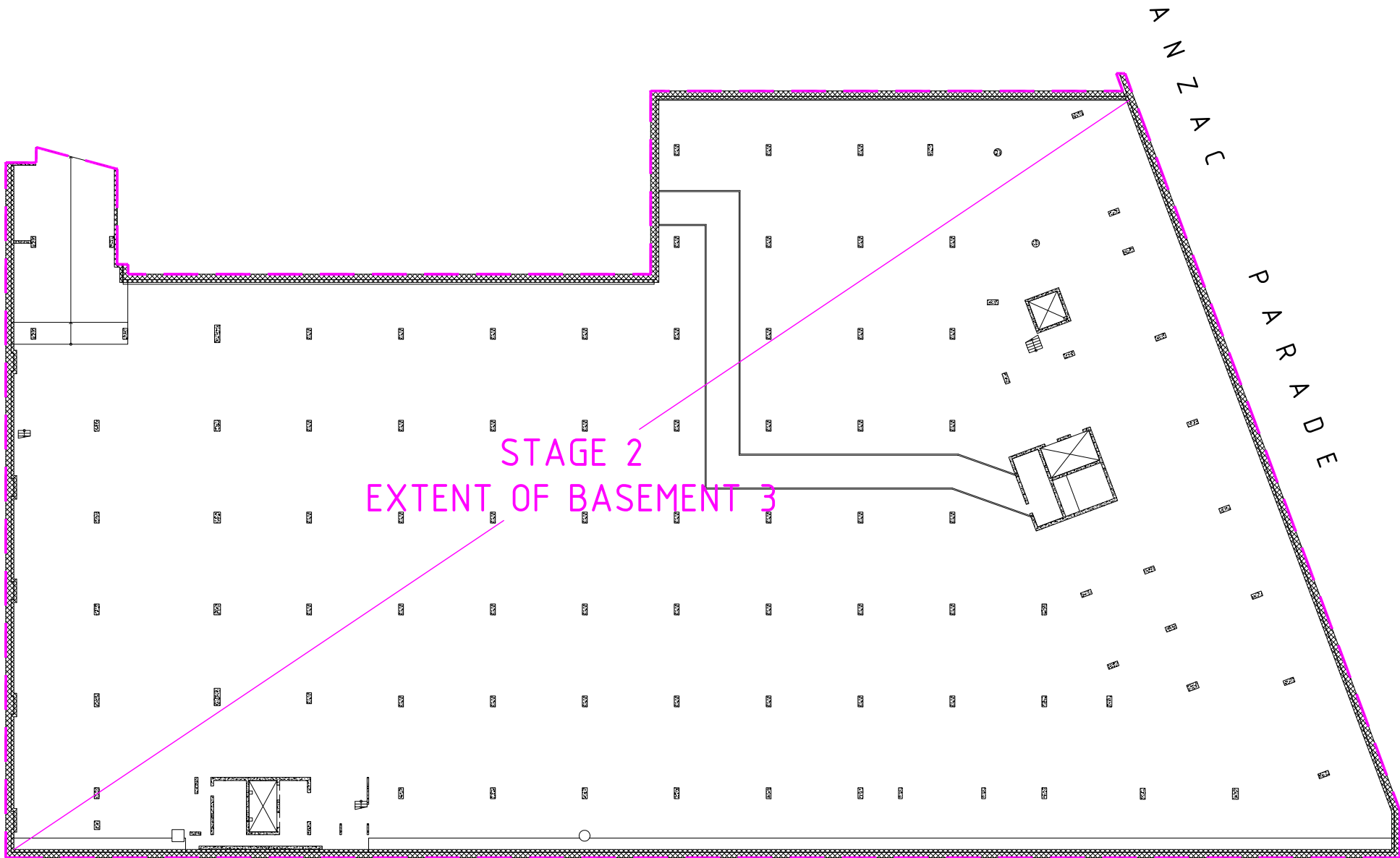
Schedule 1 - Basement Plans



BASEMENT 1 PROFILE PLAN

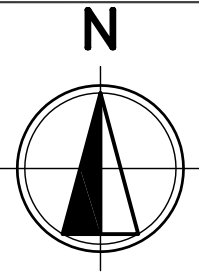


BASEMENT 2 PROFILE PLAN



BASEMENT 3 PROFILE PLAN

REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION
B	11.02.2014	ISSUED FOR COMMENT	RS		
A	31.01.2014	ISSUED FOR COMMENT	RS		
REVISIONS			REVISIONS		



Sydney Office—
L2 8 Windmill St Sydney NSW 2000
P/+61 2 9770 3300
E/info@bgeeng.com
bgeeng.com—



PACIFIC SQUARE
707-745 ANZAC PARADE
MAROUBRA NSW 2035

STATUS			
ISSUED FOR INFORMATION			
NOT TO BE USED FOR CONSTRUCTION			
DRAWN	DESIGNED	CHECKED	APPROVED
RS	TB		
DATUM	GRID	SCALE	
		1:500	

TITLE		
LOCALITY PLAN		
PROJECT No.	DRAWING No.	REV.
S11155	SK-0001	B

Schedule 2- Basement Car Park Rectified Defects

	Area	Description	Owners' Expert Report Reference
1	Car park B2 - above car space PS1	Water staining observed in ceiling.	Demlakian Report Defect No. 656
2	Car park B2 - Above car space P205	Cracking and water staining were observed in the ceiling.	Demlakian Report Defect No. 663
3	Car park B2 - Adjacent to car space P203	Missing cap from the "slab pipe" and water staining were observed	Demlakian Report Defect No. 664
4	Car park B2 - Across P309	Cracking and staining were observed In the ceiling.	Demlakian Report Defect No. 666
5	Above car space P201	Cracking and staining were observed in the ceiling.	Demlakian Report Defect No. 668
6	Above car space P802	Cracking and staining were observed in the ceiling.	Demlakian Report Defect No. 669
7	Car space P903	Cracking and staining were observed in the ceiling.	Demlakian Report Defect No. 672
8	Car space P907	Cracking and staining were observed in the ceiling.	Demlakian Report Defect No. 673
9	East Stairwell Level 10	Staining and moisture were observed in walls.	Demlakian Report Defect No. 679
10	Car park - Basement 2 Garbage Room	Fire Damper is not correctly retained (it is loose) and the penetration size is incorrect. The gap is not completely fitted with the correct material. The damper is not sealed and there is no duct access.	Hastie Services Report Page 1-TMS Fire Damper No FD46; B2-08.
11	Car park - Basement 2 Wash Bay	The penetration size is not correct and the gap is not completely filled with the correct material - not sealed internally and wall needs repair.	Hastie Services Report Page 2 - TMS Fire Damper No FD47; B2-09.

Signing Page

EXECUTED as a deed.

Executed by Lend Lease Engineering Pty Limited (formerly Abigroup Contractors Pty Limited) in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)



Executed by The Owners – Strata Plan No. 74378 in accordance with Section 238 of the *Strata Schemes Management Act 1996* (NSW) by the affixing of the seal of The Owners – Strata Plan No. 74378 in the presence of:

Signature of the Secretary of The Owners – Strata Plan No. 74378

Name of secretary (print)



Signature of member of the Executive Committee of
The Owners – Strata Plan No. 74378

Name of member (print)



Executed by The Owners – Strata Plan No. 74405 in accordance with Section 238 of the *Strata Schemes Management Act 1996* (NSW) by the affixing of the seal of The Owners – Strata Plan No. 74405 in the presence of:

Signature of the Secretary of The Owners – Strata Plan No. 74405

Name of secretary (print)



Signature of member of the Executive Committee of
The Owners – Strata Plan No. 74405

Name of member (print)



Executed by The Owners – Strata Plan No. 74790 in accordance with Section 238 of the *Strata Schemes Management Act 1996* (NSW) by the affixing of the seal of The Owners – Strata Plan No. 74790 in the presence of:

Signature of the Secretary of The Owners – Strata Plan No. 74790

Name of secretary (print)

← _____ ←
Signature of member of the Executive Committee of The Owners – Strata Plan No. 74790

Name of member (print)

Executed by Clycut Pty Limited in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Name of director (print)

← _____ ←
Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

For the common property
CP/SP74790

(B) **LODGED BY**

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any
DEA Lawyers - David Edwards (Ph. 02 9223 6344)
Suite 2, Level 2, 75 Elizabeth Street, Sydney NSW 2000
PO Box A2419, Sydney South NSW 1235

Reference: 180006

CODE

CH

- (C) The Owners-Strata Plan No. 74790 certify that a special resolution was passed on 20/3/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. 35
- Amended by-law No. NOT APPLICABLE
- as fully set out below:
- See Annexure "A".

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A".
- (G) The seal of The Owners-Strata Plan No. 74790 was affixed on _____ in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: _____

Name: _____

Authority: _____

Signature: _____

Name: _____

Authority: _____

“A”

BY-LAWS

The Owners - Strata Plan No. 74790

“Panorama, Pacific Square”

The seal of The Owners – Strata Plan No. **74790** was affixed on in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

Signature:

Name:

Authority:

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1. ABOUT THE BY-LAWS

1.1 Purpose of the by-laws

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

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

1.2 Who must comply with the by-laws?

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

2. EXCLUSIVE USE BY-LAWS

2.1 Purpose of the Exclusive Use By-Laws

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

2.2 Interpreting this by-law

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

2.3 How to change an Exclusive Use By-Law

The Owners Corporation may, by special resolution:

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

2.4 Occupiers may exercise rights

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

2.5 Regular accounts for your costs

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

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

2.6 Repairing damage

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

2.7 Indemnities

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

2.8 Additional insurances

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

3. STRATA MANAGEMENT STATEMENT

3.1 Purpose

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

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

3.2 Who must comply with the Strata Management Statement?

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

3.3 Copies of the Strata Management Statement

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

3.4 Building Management Committee

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

3.5 Appointing a Representative and Substitute Representative

The Executive Committee may:

- (a) appoint a Representative and Substitute Representative from one or more of the members of the Executive Committee; and

- (b) terminate the appointment of a Representative or Substitute Representative at any time.

3.6 Consents under the Strata Management Statement

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

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

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

4. YOUR BEHAVIOUR

4.1 What are your general obligations?

You must not:

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

4.2 Complying with the law

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

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

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

4.3 Architectural Code

The Architectural Code for Pacific Square is in the Strata Management Statement. It applies to your Lot and to Panorama generally. You and the Owners Corporation must comply with the Architectural Code and obtain all necessary consents under the Architectural Code from

Government Agencies and the Building Management Committee before you carry out any Building Works or other works in your Lot. Your obligations under the Architectural Code apply in addition to your obligations under the by-laws.

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

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

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

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

4.5 Easements

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

5. YOU ARE RESPONSIBLE FOR OTHERS

5.1 What are your obligations?

You must:

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

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

5.2 Requirements if you lease your Lot

If you lease or licence your Lot, you must:

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

6. YOUR LOT

6.1 What are your general obligations?

You must:

- (a) keep your Lot clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which services your Lot (whether or not you made the installation or alteration);
- (c) notify the Owners Corporation if you change the existing use of your Lot in a way which may affect insurance policies or premiums for insurances effected by the Owners Corporation. See by-law 25 ("Insurance premiums") for important information about increasing and paying for insurance premiums;
- (d) notify the Building Management Committee if you change the existing use of your Lot in a way which may affect its insurance policies or premiums. See by-law 25 ("Insurance premiums"); and
- (e) at your expense, comply with all laws about your Lot including, without limitation, requirements of Government Agencies.

6.2 When will you need consent from the Owners Corporation?

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

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

6.3 Floor coverings

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

6.4 Changing floor coverings

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

6.5 Cleaning windows

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

6.6 Rights of the Owners Corporation to clean windows

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

6.7 Drying your laundry

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

6.8 Right of owners corporation to enter your Lot

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

6.9 Right of the building management committee to enter your Lot

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

7. THE BALCONY OF YOUR APARTMENT

7.1 What may you keep on a Balcony?

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

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

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

7.2 Removing items from a Balcony

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

7.3 Enclosing a Balcony

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

8. STORING AND OPERATING A BARBEQUE

8.1 What are your rights and obligations?

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

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

8.2 Types of portable barbeques

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

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

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

8.3 Operating a portable barbeque

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

8.4 What if your barbeque interferes with someone else?

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

9. KEEPING AN ANIMAL

9.1 What animals may you keep?

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

9.2 Guide or hearing dogs or other animals for a disability

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

9.3 How you must keep your animal

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

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

9.4 Your visitors

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

9.5 Animal may be removed

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

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

10. ERECTING A SIGN

10.1 Signs in Apartments

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

10.2 Obligations of the owners corporation

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

10.3 The Developer

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

11. FIRE CONTROL

11.1 What are your obligations?

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

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

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

11.2 Restrictions about fire safety

You must not:

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

12. MOVING AND DELIVERING STOCK, FURNITURE AND GOODS

12.1 Moving in

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

12.2 What are your obligations?

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

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
- (b) only do so within the permitted hours as determined by the Owners Corporation from time to time;
- (c) comply with the Strata Management Statement if you need to use the Loading Dock;

- (d) repair any damage you (or the person making the delivery) cause to Common Property or Pacific Square; and
- (e) if you (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property or Pacific Square.

12.3 Role of the Caretaker

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

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

12.4 Use of the Loading Dock

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

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

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

13. PARKING ON COMMON PROPERTY

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

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

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

14. CONTROLLING TRAFFIC IN COMMON PROPERTY

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

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

- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving Panorama.

15. HOW TO DISPOSE OF YOUR GARBAGE

15.1 Strata Management Statement

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

15.2 General obligations

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

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

15.3 What are your obligations?

You must:

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

15.4 Rules for using garbage chutes

You must not:

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

15.5 Cleaning up spills

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

16. CARRYING OUT BUILDING WORKS

16.1 When do you need consent?

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

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

16.2 When is consent not necessary?

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

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 10.3 ("The Developer");
- (b) alter or remove an Inter-Tenancy Wall according to by-law 17 ("Inter-Tenancy Walls"); or
- (c) carry out Building Works which you are entitled to carry out under an Exclusive Use By-Law.
- (d) However, you must comply with by-laws 16.3 ("Procedures before you carry out Building Works") to 16.5 ("Making arrangements with the Owners Corporation") when you erect the sign or carry out the Building Works.

16.3 Procedures before you carry out Building Works

Before you carry out Building Works, you must:

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

16.4 Procedures when you carry out Building Works

If you carry out Building Works, you must:

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

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

16.5 Making arrangements with the Owners Corporation

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

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

16.6 Role of the Facilities Manager

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

17. INTER-TENANCY WALLS

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

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

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

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

17.2 What consents are necessary?

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

17.3 What are the conditions for carrying out the work?

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

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

18. AGREEMENT WITH THE CARETAKER

18.1 Purpose of the agreement

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

18.2 Initial Period

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

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

18.3 Delegation of functions

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

18.4 What provisions must be included in an agreement?

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

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

18.5 Duties of the Caretaker

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

- (a) caretaking, supervising and servicing Common Property;

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

18.6 Agreements after the Initial Period

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

18.7 Facilities Manager

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

19. AGREEMENT WITH THE FACILITIES MANAGER

19.1 Purpose of the agreement

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

19.2 Terms of the agreement

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

19.3 Duties

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

19.4 Power of Attorney

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

20. BUILDING MANAGEMENT AND YOU

You must not:

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

21. LICENCES

21.1 Powers of the Owners Corporation

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

21.2 What provisions may a licence include?

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

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

22. SPECIAL PRIVILEGE TO INSTALL AN AIRCONDITIONING UNIT

22.1 Exclusive use by-law

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

22.2 Special privilege rights

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

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

22.3 Obligations of the Owners Corporation

The Owners Corporation must:

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

22.4 What are your obligations?

You must, at your cost:

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

- (f) comply with requirements of Government Agencies about airconditioning services.

22.5 Owners Corporation costs

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

23. SPECIAL PRIVILEGE FOR USE OF CARSPACE

23.1 Exclusive use by-law

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

23.2 Interpreting this by-law

In this Exclusive Use By-Law:

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

23.3 Special privilege rights

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

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

23.4 What are your obligations?

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

- (a) access the Carspace by the most direct route;
- (b) immediately remove anything you spill on the Carspace or on Northerly CP and clean the affected area;
- (c) comply with the obligations imposed on the Owners Corporation Instrument as if you were the "grantee" under the Instrument (excluding any structural maintenance and repairs); and
- (d) not do (or allow anything to be done) that would cause the Owners Corporation to breach the terms of the Instrument.

23.5 Obligations of the Owners Corporation

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

23.6 Indemnity

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

23.7 Access by the Owners Corporation

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

24. DAMAGE TO COMMON PROPERTY

24.1 What are your obligations?

Subject to the by-laws, you must:

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

24.2 When will you need consent from the Owners Corporation?

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

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

25. INSURANCE PREMIUMS

25.1 Consent from the Owners Corporation

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

25.2 Payments for increased premiums

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

25.3 Requirements under the Strata Management Statement

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

26. SECURITY AT PANORAMA

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

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

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

26.2 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

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

The Owners Corporation must comply with:

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

26.3 Installation of security equipment

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

26.4 Restricting access to Common Property

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

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key your access to levels in Panorama where you do not own or occupy a Lot or have a right to use under an Exclusive Use By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of Panorama. The Owners Corporation may exclude you from using these parts of Common Property; and

- (d) make agreements with another party (eg the Facilities Manager) to exercise its functions under this by-law. The agreements may have provisions requiring Owners to pay the other party an administration fee.

26.5 Providing owners and occupiers with security keys

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

26.6 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the Building Management Committee and the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) comply with the Strata Management Statement about security and Security Keys and, in particular, take all reasonable steps not to lose Security Keys; and
- (c) comply with the requirements of the Strata Management Statement about leasing your Lot; and
- (d) not with security equipment or do (or allow anyone to do) anything that is prohibited in the Strata Management Statement; and
- (e) take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

26.7 Restrictions on exercising rights

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

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

27. RULES

27.1 Powers of the Owners Corporation

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

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

27.2 What are your obligations?

You must comply with the Rules.

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

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

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

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

28. HOW ARE CONSENTS GIVEN?

28.1 Who may give consent?

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

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

28.2 Conditions

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

28.3 Can consent be revoked?

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

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

29. FAILURE TO COMPLY WITH BY LAWS

29.1 Powers of the Owners Corporation

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

29.2 What can the Owners Corporation do?

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

29.3 Procedures

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

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

29.4 Recovering money

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

30. APPLICATIONS AND COMPLAINTS

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

31. INTERPRETATION

31.1 Definitions

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

- (a) **Airconditioning Unit** means a split system air conditioner which exclusively services an Apartment. It includes, without limitation, all condenser and package units, cables, conduits, pipes and wires which form part of the split system airconditioning which may be installed in an Apartment subject to special privilege by-law 22 ("Special Privilege to install an Airconditioning Unit").
- (b) **Apartment** means an apartment in Panorama.
- (c) **Architectural Code** means the architectural code for Panorama and Pacific Square generally in the Strata Management Statement.
- (d) **Balcony** means a balcony in an Apartment.
- (e) **Building Management Committee** means the building management committee for Pacific Square established according to the *Development Act* and the Strata Management Statement.
- (f) **Building Works** mean works, alterations, additions, damage, removal, repairs or replacement of:
 - (i) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Lot. Common Property walls include windows and doors in those walls;
 - (ii) the structure of your Lot;
 - (iii) the internal walls inside your Lot (eg: a wall dividing two rooms in your Lot);
 - (iv) Common Property services; or
 - (v) services in Panorama, whether or not they are for the exclusive use of your Lot.
- (g) **Building Works** exclude:
 - (i) minor fit out works inside a Lot; and
 - (ii) minor works or alterations to the interior of Common Property walls in a Lot (eg hanging pictures or attaching items to those walls).
- (h) **Caretaker** means the caretaker appointed by the Owners Corporation according to by-law 18 ("Agreement with the Caretaker").
- (i) **Common Property** means common property (as that term is defined in the *Development Act*) in Panorama and personal property of the Owners Corporation. For the purposes of the by-laws, Common Property does not include Shared Facilities.
- (j) **Council** means the Randwick City Council.

- (k) **Developer** means:
 - (i) Clycut Pty Limited ABN 91 091 426 569; and
 - (ii) Alpine Hotels Pty Limited ACN 002 250 820,
 and successors or assigns.
- (l) **Development Act** means the *Strata Schemes (Freehold Development) Act 1973 (NSW)*.
- (m) **Easements** means an easement, positive covenant or restriction on use affecting Panorama (including any Lot or Common Property) or Pacific Square in effect from time to time.
- (n) **Executive Committee** means the executive committee of the Owners Corporation.
- (o) **Exclusive Use By-Law** means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the *Management Act*.
- (p) **External Appearance** the appearance of any external surface of a Lot or Common Property which is visible from outside a Lot or Panorama.
- (q) **Facilities Manager** means the person appointed by the Building Management Committee to provide management, operational and other services for Pacific Square.
- (r) **Government Agency** means a governmental or semi-governmental administrative, fiscal or judicial department or entity.
- (s) **Initial Period** has the same meaning as it does in the *Management Act*.
- (t) **Inter-Tenancy Wall** means a Common Property wall between two Lots. See by-law 17 about making alterations to or removing Inter-Tenancy Walls.
- (u) **Loading Dock** means the Shared Facility "loading dock areas" shown as SF11 on the Shared Facilities Plan and more fully described in schedule 1 in the Strata Management Statement.
- (v) **Lot** means a lot in Panorama.
- (w) **Management Act** means the *Strata Schemes Management Act 1996 (NSW)*.
- (x) **Occupier** means the occupier, lessee or licensee of a Lot.
- (y) **Owner** means:
 - (i) the owner for the time being of a Lot; and
 - (ii) if a Lot is subdivided or resubdivided, the owners for the time being of the new Lots; and
 - (iii) for an Exclusive Use By-Law, the owner(s) of the Lot(s) benefiting from the by-law; and
 - (iv) a mortgagee in possession of a Lot.

- (z) **Owners Corporation** means The Owners- Strata Plan No. 74790 constituted on registration of the Strata Plan.
- (aa) **Pacific Square** means the land and buildings comprised in Panorama and in lots 1, 2, 3, 4, 5, 6 and 8 in DP1071735 (and any other lots created upon further subdivision of those lots).
- (bb) **Panorama** means the strata scheme created on registration of the Strata Plan.
- (cc) **Representative** means a natural person appointed by the Executive Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee.
- (dd) **Retail Carpark** means the component in Pacific Square of that name as described in the Strata Management Statement.
- (ee) **Rules** mean Rules made by the Owners Corporation according to by-law 27 ("Rules").
- (ff) **Security Keys** means a key, magnetic card or other device or information used in Pacific Square and Panorama to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 26 ("Security at Panorama") for more information.
- (gg) **Shared Facilities** has the same meaning as it does in the Strata Management Statement.
- (hh) **Standing Approval** means the approvals granted by the Building Management Committee or an Owners Corporation according to clause 27 ("Approval process") of the Architectural Code.
- (ii) **Strata Management Statement** means the strata management statement for Pacific Square. The Strata Management Statement contains rights and obligations of the Owners Corporation and other members of the Building Management Committee in regard to the management and operation of Pacific Square. See by-law 3 ("Strata Management Statement") for more information.
- (jj) **Strata Manager** means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the *Management Act*. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.
- (kk) **Strata Plan** means strata plan no. SP74790.
- (ll) **Substitute Representative** means a natural person appointed by the Executive Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee if the Representative cannot attend.
- (mm) **Swimming Pool** and **Gym** has the same meaning as it does in the Strata Management Statement.

31.2 References to certain terms

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

- (a) (*Management Act*) words that this by-law does not explain have the same meaning as they do in the *Management Act*; and
- (b) (you) the word "you" means an Owner or Occupier; and

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

31.3 Headings

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

31.4 Severability

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

31.5 Discretion in exercising rights

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

31.6 Partial exercise of rights

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

31.7 Remedies cumulative

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

32. SHORT TERM ACCOMMODATION (formerly special by-law 1 passed on 16 June 2016)

32.1 Definitions and Interpretation

In this by-law:

- (a) **Act** means the *Strata Schemes Management Act 1996 (NSW)*;
- (b) **Bedroom** means a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval;
- (c) **Council** means the Randwick City Council;
- (d) **DCP** means the Randwick Development Control Plan 2013;
- (e) **EPA Act** means the *Environmental Planning and Assessment Act 1979 (NSW)*;
- (f) **Law** means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, environmental planning instrument (as defined in the EPA Act), DCP, present or future and whether state, federal or otherwise;
- (g) **LEP** means the Randwick Local Environmental Plan 2012
- (h) **Lot** means all lots in Strata Plan 74790;
- (i) **Occupier** means the tenant, lessee, sub-lessee, licensee, sub-licensee or otherwise the occupier of a Lot (not being the owner of the Lot);
- (j) **Owner** means the owner of any Lot;
- (k) **Owners Corporation** means the owners corporation created by registration of strata plan 74790; **Parcel** means the land comprising the Lots and common property the subject of the Strata Scheme;
- (l) **Strata Scheme** means the strata scheme constituted on registration of strata plan 74790;
- (m) **Tourist and Visitor Accommodation** means a building or place that provides temporary or short-term accommodation on a commercial basis, and includes any of the following:
 - (i) backpackers' accommodation - "*a building or place that (i) provides temporary or short-term accommodation on a commercial basis, and (ii) has shared facilities, such as a communal bathroom, kitchen or laundry, and (iii) provides accommodation on a bed or dormitory-style basis (rather than by room)*" (as defined in the LEP);
 - (ii) bed and breakfast accommodation - "*an existing dwelling in which temporary or short-term accommodation is provided on a commercial basis by the permanent residents of the dwelling and where (i) meals are provided for guests only, and (ii) cooking facilities for the preparation of meals are not provided within guests' rooms, and (iii) dormitory-style accommodation is not provided*" (as defined in the LEP);
 - (iii) hotel or motel accommodation - "*a building or place (whether or not licensed premises under the Liquor Act 2007) that provides temporary or short-term accommodation on a commercial basis and that (i) comprises rooms or self-contained suites, and (ii) may provide meals to guests or the general public and facilities for the parking of guests' vehicles but does not include*

backpackers' accommodation, a boarding house, bed and breakfast accommodation or farm stay accommodation" (as defined in the LEP);

- (iv) serviced apartments - *"building (or part of a building) providing self-contained accommodation to tourists or visitors on a commercial basis and that is regularly serviced or cleaned by the owner or manager of the building or part of the building or the owner's or manager's agents" (as defined in the LEP);*

(n) **Zone** means B2 - Local Centre.

In this by-law a word which denotes:

- (o) the singular includes plural and vice versa;
- (p) any gender includes the other genders;
- (q) any terms in the by-law will have the same meaning as those defined in the Act; and
- (r) references to legislation includes references to amending and replacing legislation.

32.2 Zoning requirements

- (a) The Strata Scheme is located within the Zone and, in the Zone:
 - (i) the LEP and DCP apply;
 - (ii) Tourist and Visitor Accommodation is not permitted without development consent from the Council pursuant to Part 4 of the EPA Act;
 - (iii) Council has the responsibility for enforcing the LEP, DCP and relevant provisions of the EPA Act.
- (b) If a Lot is used for Tourist and Visitor Accommodation in breach of the restrictions in the LEP, DCP and EPA Act:
 - (i) an Owner or Occupier may be prosecuted by Council and be liable for fines;
 - (ii) an Owner or Occupier may be restrained by a Court or Tribunal order from using the Lot for such purposes.

32.3 Prohibited use

- (a) An Owner or Occupier of a Lot must:
 - (i) not use their Lot for Tourist and Visitor Accommodation without first obtaining development consent from the Council;
 - (ii) only use their Lot for its approved use;
 - (iii) not use their Lot for any purpose that is prohibited or not permitted by Law;
 - (iv) not enter into an arrangement with an Occupier that involves occupation of the Lot for less than 3 months unless they have development consent from the Council to use the Lot for Tourist and Visitor Accommodation;
 - (v) not advertise, or cause another person to advertise, their Lot (or any other lot in the Strata Scheme) for use as Tourist or Visitor Accommodation unless they have consent from the Council to use the Lot (or Lots) for that purpose.

- (vi) not allow the number of adults who lodge, reside, occupy or sleep overnight in the Lot to be more than two persons per Bedroom;
- (vii) not permit more than two beds per Bedroom within the Lot {excluding cots and bassinets for children};
- (viii) not modify the internal lay-out of the Lot to create more bedrooms without the consent of the Owners Corporation and the Council.

32.4 Owners required to provide information

- (a) Without in any way limiting section 49(1) of the Act, where an Owner or an existing Occupier leases or sub-leases or licenses or sub-licenses a Lot (or any part of a Lot) to an Occupier, the Owner or sub-lessor or sub-licensor (as the case may be) of the Lot must notify the Owners Corporation prior to the respective Occupier occupying the Lot, for inclusion in the strata roll, information relating to the Occupier as follows:
 - (i) the full name of the Occupier;
 - (ii) the date of commencement of the occupation of the Lot by the Occupier;
 - (iii) the term of the occupation.
- (b) An Owner of a Lot, or where an existing Occupier leases or sub-leases or licenses or sub-licenses a Lot (or any part of a Lot) to an Occupier, the Owner or sub-lessor or sub-licensor (as the case may be) must provide details of all Occupiers residing in the respective Lot at any given time (including a copy of any lease, sub-lease, licence or sub-licence), to the Owners Corporation prior to the respective Occupier occupying the Lot and upon demand.
- (c) If an Occupier leases or sub-leases or sub-licenses a Lot (or any part of a Lot), the lessor, sub-lessor or sub-licensor (as the case may be) must provide to the Owners Corporation, prior to the respective lessee, sub-lessee or sub-licensee occupying the Lot, written consent signed by the Owner of the Lot to the lease, sub-lease or sub-licence and a copy of the lease, sub-lease or sub-licence with the lessee's, sub-lessees or sub-licensees name clearly identified.
- (d) An Owner or where an existing Occupier leases or sub-leases or licenses or sub-licenses a Lot (or any part of a Lot) to an Occupier, the Owner or sub-lessor or sub-licensor (as the case may be) must provide written confirmation to the Owners Corporation that an Occupier has vacated a Lot within 7 days after such vacation.

32.5 Recovery of costs

- (a) An Owner or Occupier must allow representatives of the Owners Corporation access to the Lot upon reasonable notice for the purposes of the Owners Corporation determining compliance with this by-law.
- (b) If an Owner or Occupier of a Lot fails to comply with any obligation under this by-law, then the Owners Corporation may:
 - (i) request in writing that the Owner or Occupier comply with the terms of it, or enforce it against any Owner or Occupier of the respective Lot (whichever is applicable), including taking the appropriate legal action;
 - (ii) notify Council of any breach by the Owner or Occupier of the LEP, DCP, EPA Act or this by-law so that it may take the appropriate action;
 - (iii) recover the cost (including any legal costs on an indemnity basis) of taking any action for breach of this by-law from the Owner or Occupier of a Lot as a

debt and such debt, if not paid at the end of one month after becoming due and payable will bear simple interest at the annual rate of 10% per annum (accrued daily) until paid;

- (iv) exercise its rights to enforce any other remedy that may be available.

33. MINOR RENOVATIONS (passed on 14 December 2017)

- (a) The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the *Strata Schemes Management Act 2015*) and of imposing conditions on such approval.
- (b) The owners corporation in like manner may revoke any such delegation.
- (c) The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.

34. BY-LAW LOT 122 – WORKS AND EXCLUSIVE USE (passed on 14 December 2017)

- (a) The owner of Lot 122 (the Lot) shall be conferred with the exclusive use in respect of the common property which is in contact with the works subject to the following conditions:
- (b) The owner of the Lot shall be responsible for the proper maintenance and the upkeep of the works and the common property in contact with the works.
- (c) The owner of the Lot shall be solely responsible for the costs of maintenance and upkeep of the works and the common property in contact with the works.
- (d) The works in this by-law means the erection of the additional structural wall and the installation of the hinged door as approved under DA/447/2016.

35. BY-LAW – SMOKE PENETRATION (passed on 20 March 2018)

- (a) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on common property.
- (b) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

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The seal of The Owners – Strata Plan No. **74790** was affixed on in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

Signature:

Name:

Authority:



SINKING FUND PLAN

PACIFIC SQUARE - PANORAMA

1 Bruce Bennetts Place

Maroubra NSW 2035

Strata Plan 74790



Report details

Inspection date:	7/10/2016
Inspector:	Robert Stevens

NEW SOUTH WALES

Level 6, 115 Pitt St Sydney 2000
PO Box A72 Sydney South NSW 1235

QUEENSLAND

18 Park Rd Milton 4064
PO Box 1584 Milton 4064

VICTORIA

Level 1, 1 Queens Rd Melbourne 3004
GPO Box 3025 Melbourne 3001

10 October 2016

The Executive Committee
Strata Plan 74790
1 Bruce Bennetts Place
Maroubra NSW 2035

Dear Committee Members,

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

Based on our survey of your property, we have determined that the Owners Corporation will need to increase its contributions in the short term to cover its forecast sinking fund expenses. We recommend that the levies initially be set at the level shown in this report. Once the short-term expenses have been paid for, we recommend that this report be updated to confirm that the levies can be reduced to 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 sinking 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 sinking fund levy divided by unit entitlements)	\$10.31
Total Unit Entitlements	10000
Total Sinking Fund Levy	\$103,100.00

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
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Report Detail	Section 2
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Building Data List from Property Inspection	8
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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 Name	Pacific Square - Panorama
Building Address	1 Bruce Bennetts Place Maroubra NSW 2035
Strata Plan (SP) No	74790
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	2005
Number of Unit Entitlements	10000
Number of Units	133
Estimated Starting Sinking Fund Balance	\$24,189.00
Starting date of Financial Year for Report	1/05/2017
GST Status	Registered for GST
Current Sinking Fund Levy per Lot Entitlement (Inc. GST)	\$10.00

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000)	3.35%
Company Taxation Rate	30.00%
Interest on Invested Funds - Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on sinking fund balances over \$10,000.	2.35%
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 forecast looks out.	15 years

15 Year Levy Table

Year	Year To dd/mm/yyyy	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	30/04/2018	103,100.00	9,372.73	10.31	0.94	2.58	0.23
2	30/04/2019	118,565.00	10,778.64	11.86	1.08	2.97	0.27
3	30/04/2020	128,050.19	11,640.93	12.81	1.16	3.20	0.29
4	30/04/2021	132,019.75	12,001.80	13.20	1.20	3.30	0.30
5	30/04/2022	136,112.36	12,373.85	13.61	1.24	3.40	0.31
6	30/04/2023	140,331.84	12,757.44	14.03	1.28	3.51	0.32
7	30/04/2024	129,105.30	11,736.85	12.91	1.17	3.23	0.29
8	30/04/2025	133,107.56	12,100.69	13.31	1.21	3.33	0.30
9	30/04/2026	137,233.89	12,475.81	13.72	1.25	3.43	0.31
10	30/04/2027	141,488.14	12,862.56	14.15	1.29	3.54	0.32
11	30/04/2028	145,874.27	13,261.30	14.59	1.33	3.65	0.33
12	30/04/2029	150,396.37	13,672.40	15.04	1.37	3.76	0.34
13	30/04/2030	155,058.65	14,096.24	15.51	1.41	3.88	0.35
14	30/04/2031	159,865.46	14,533.22	15.99	1.45	4.00	0.36
15	30/04/2032	164,821.29	14,983.75	16.48	1.50	4.12	0.37

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	30/04/2018	24,189.00	93,727.27	1,464.67	17,452.73	101,928.21
2	30/04/2019	101,928.21	107,786.36	3,623.69	3,243.64	210,094.62
3	30/04/2020	210,094.62	116,409.26	3,159.69	267,689.09	61,974.48
4	30/04/2021	61,974.48	120,017.95	918.14	165,827.27	17,083.30
5	30/04/2022	17,083.30	123,738.51	1,295.88	47,617.27	94,500.42
6	30/04/2023	94,500.42	127,574.40	2,395.11	112,736.36	111,733.57
7	30/04/2024	111,733.57	117,368.45	3,963.26	3,537.27	229,528.01
8	30/04/2025	229,528.01	121,006.87	6,306.15	43,369.09	313,471.94
9	30/04/2026	313,471.94	124,758.08	8,725.79	9,081.82	437,873.99
10	30/04/2027	437,873.99	128,625.58	11,519.56	23,985.45	554,033.68
11	30/04/2028	554,033.68	132,612.97	10,480.61	348,713.64	348,413.62
12	30/04/2029	348,413.62	136,723.97	7,134.68	226,344.55	265,927.72
13	30/04/2030	265,927.72	140,962.41	7,747.52	13,454.55	401,183.10
14	30/04/2031	401,183.10	145,332.24	11,081.26	4,612.73	552,983.87
15	30/04/2032	552,983.87	149,837.54	11,411.80	284,588.18	429,645.03

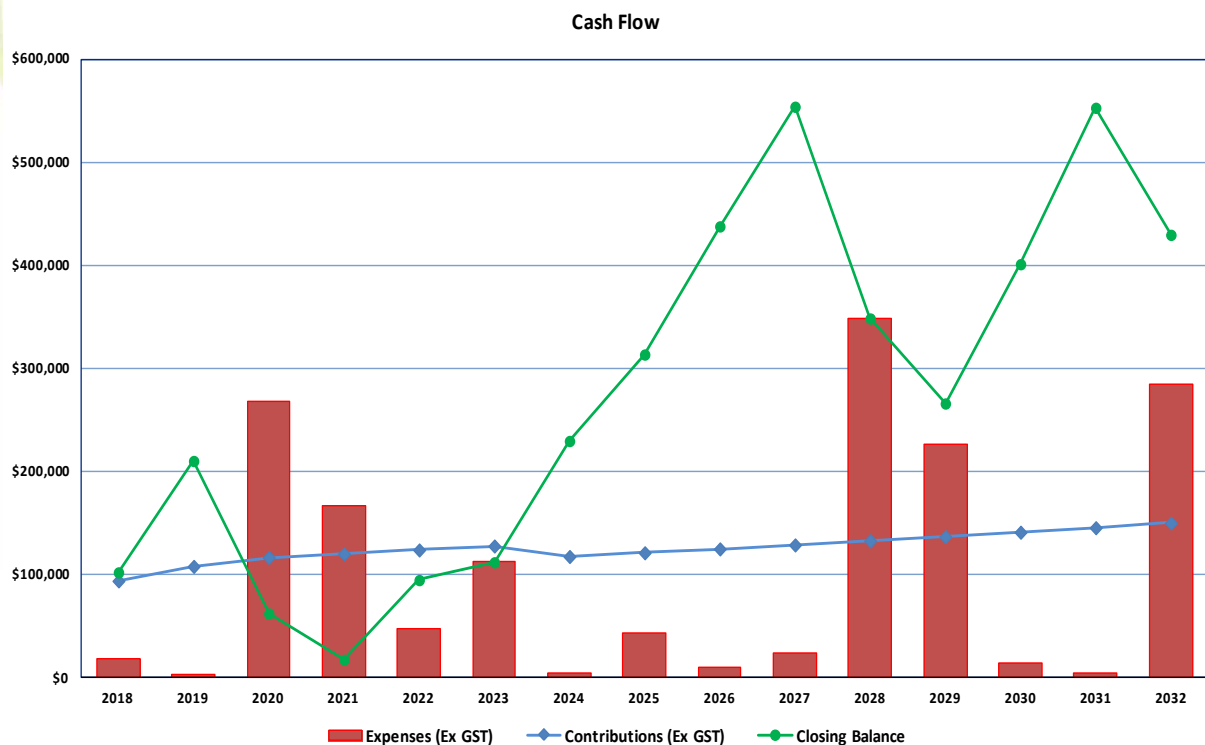
15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

Contributions line - Total sinking 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	30/04/2018	24,189.00	93,727.27	1,464.67	17,452.73	101,928.21
2	30/04/2019	101,928.21	96,632.82	3,492.64	3,243.64	198,810.03
3	30/04/2020	198,810.03	99,628.44	2,697.32	267,689.09	33,446.70
4	30/04/2021	33,446.70	102,716.92	0.00	165,827.27	-29,663.65
5	30/04/2022	-29,663.65	105,901.14	-12.26	47,617.27	28,607.96
6	30/04/2023	28,607.96	109,184.08	630.55	112,736.36	25,686.23
7	30/04/2024	25,686.23	112,568.79	1,884.75	3,537.27	136,602.50
8	30/04/2025	136,602.50	116,058.42	4,064.26	43,369.09	213,356.09
9	30/04/2026	213,356.09	119,656.23	6,313.12	9,081.82	330,243.62
10	30/04/2027	330,243.62	123,365.57	8,928.44	23,985.45	438,552.18
11	30/04/2028	438,552.18	127,189.90	7,703.07	348,713.64	224,731.51
12	30/04/2029	224,731.51	131,132.79	4,162.45	226,344.55	133,682.20
13	30/04/2030	133,682.20	135,197.91	4,572.02	13,454.55	259,997.58
14	30/04/2031	259,997.58	139,389.05	7,693.56	4,612.73	402,467.46
15	30/04/2032	402,467.46	143,710.11	7,802.67	284,588.18	269,392.06

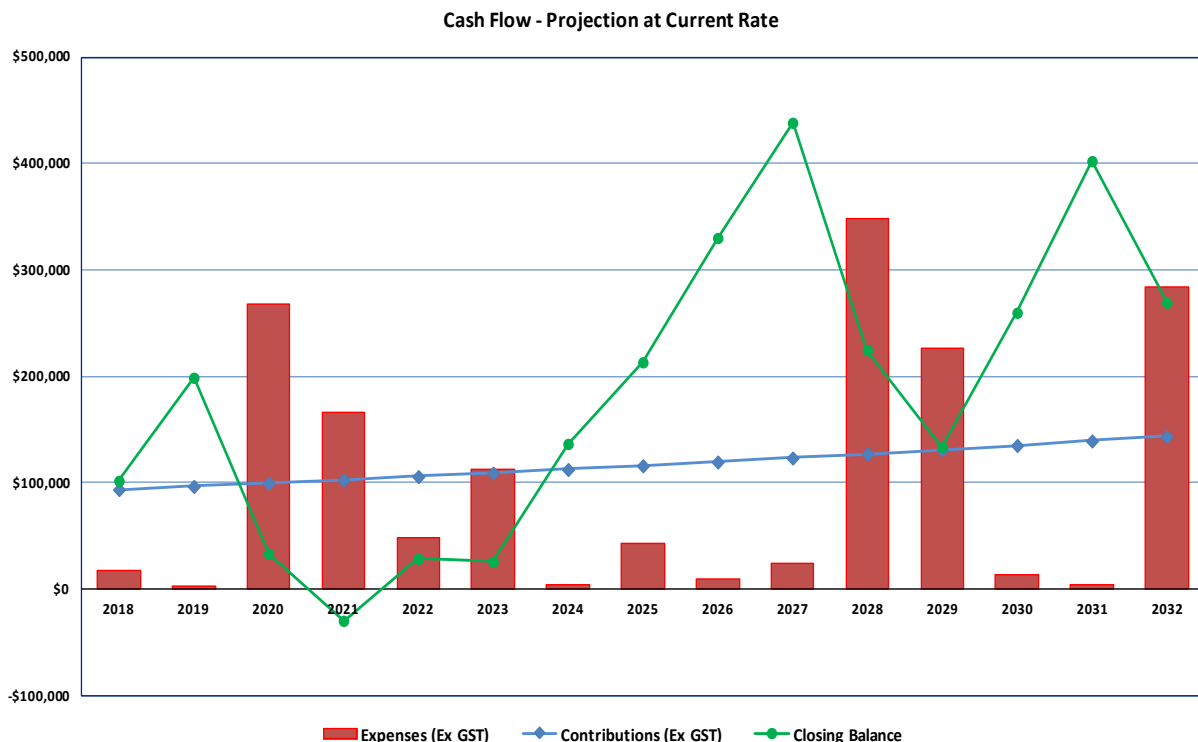
15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

Contributions line - Total sinking 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																
Repaint building exterior wall surfaces	133,482	-	-	141,886	-	-	-	-	-	-	-	181,138	-	-	-	-
Repaint door face – one side	809	-	-	860	-	-	-	-	-	-	-	1,098	-	-	-	-
Repaint balcony ceilings	56,501	-	-	60,058	-	-	-	-	-	-	-	76,673	-	-	-	-
Repaint balcony doors – one side	809	-	-	860	-	-	-	-	-	-	-	1,098	-	-	-	-
Sub Total (Incl. GST)		0	0	203,664	0	0	0	0	0	0	0	260,007	0	0	0	0
2. Roof																
Maintain box gutters (total: 114 Lm) - 10%	1,034	-	-	-	-	-	1,205	-	-	-	-	-	-	-	1,538	-
Maintain liquid membrane (total: 1953 m2) - 10%	14,206	-	-	-	-	16,051	-	-	-	-	18,698	-	-	-	-	21,782
Replace liquid membrane	166,005	-	-	-	-	-	-	-	-	-	-	-	-	-	-	254,532
Sub Total (Incl. GST)		0	0	0	0	16,051	1,205	0	0	0	18,698	0	0	0	1,538	276,314
3. Access for work at heights																
Hire scaffolding	54,951	-	-	58,411	-	-	-	-	-	-	-	74,570	-	-	-	-
Sub Total (Incl. GST)		0	0	58,411	0	0	0	0	0	0	0	74,570	0	0	0	0
4. Main foyer																
Repaint ceilings	808	-	-	-	885	-	-	-	-	-	-	-	1,130	-	-	-
Repaint walls and re-stain timber	3,522	-	-	-	3,860	-	-	-	-	-	-	-	4,928	-	-	-
Maintain automatic doors	450	-	-	-	-	508	-	-	-	-	592	-	-	-	-	690
Maintain floor tiles (total: 36 m2) – 10%	838	-	-	-	-	-	-	-	1,038	-	-	-	-	-	-	1,285
Sub Total (Incl. GST)		0	0	0	4,745	508	0	0	1,038	0	592	0	6,058	0	0	1,975
5. Lobbies and hallways. Level 7																
Repaint ceilings	3,421	-	-	-	-	-	-	-	4,236	-	-	-	-	-	-	-
Repaint walls	7,560	-	-	-	-	-	-	-	9,361	-	-	-	-	-	-	-
Repaint door face – one side	2,932	-	-	-	-	-	-	-	3,631	-	-	-	-	-	-	-
Replace carpet	10,650	-	-	-	-	-	12,406	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	12,406	0	17,228	0	0	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)
6. Lobbies and hallways. 1 to 9, minus Level 7																
Repaint ceilings	29,376	-	-	-	32,194	-	-	-	-	-	-	-	41,100	-	-	-
Repaint walls	60,345	-	-	-	66,133	-	-	-	-	-	-	-	84,428	-	-	-
Repaint door face – one side	22,851	-	-	-	25,043	-	-	-	-	-	-	-	31,971	-	-	-
Replace carpet	86,550	-	-	-	-	-	100,823	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	123,370	0	100,823	0	0	0	0	0	157,499	0	0	0
7. Fire stairs																
Repaint walls	20,033	-	-	-	21,954	-	-	-	-	-	-	-	28,028	-	-	-
Repaint door face – one side	3,101	-	-	-	3,398	-	-	-	-	-	-	-	4,339	-	-	-
Sub Total (Incl. GST)		0	0	0	25,352	0	0	0	0	0	0	0	32,367	0	0	0
8. Garbage rooms Levels 1-9																
Repaint internal walls and ceilings (total: 18 ea)	6,300	-	-	-	-	-	-	-	7,801	-	-	-	-	-	-	-
Repaint door face – one side	1,820	-	-	-	-	-	-	-	2,254	-	-	-	-	-	-	-
Maintain floor finish (total: 18 ea)	335	-	-	356	-	-	390	-	-	428	-	-	469	-	-	514
Sub Total (Incl. GST)		0	0	356	0	0	390	0	10,055	428	0	0	469	0	0	514
9. Basement lift foyer																
Repaint ceilings	689	-	710	-	-	-	-	-	-	-	907	-	-	-	-	-
Repaint walls	180	-	186	-	-	-	-	-	-	-	237	-	-	-	-	-
Maintain floor tiles (total: 29 m2) – 10%	1,675	-	-	-	-	-	-	-	2,074	-	-	-	-	-	2,491	-
Sub Total (Incl. GST)		0	896	0	0	0	0	0	2,074	0	1,144	0	0	0	2,491	0
10. Basement																
Maintain car wash bay	1,900	1,900	-	-	-	2,147	-	-	-	2,426	-	-	-	2,741	-	-
Repaint line marking	4,776	-	-	-	-	-	-	-	5,914	-	-	-	-	-	-	-
Repaint steel bollards	1,300	-	-	-	-	-	-	-	1,610	-	-	-	-	-	-	-
Maintain stormwater grates	1,150	1,150	-	-	1,260	-	-	1,381	-	-	1,514	-	-	1,659	-	-
Maintain wheel stops	1,850	1,850	-	1,966	-	2,090	-	2,222	-	2,362	-	2,510	-	2,669	-	2,837
Repaint door face – one side	404	-	-	-	443	-	-	-	-	-	-	-	565	-	-	-
Sub Total (Incl. GST)		4,900	0	1,966	1,703	4,237	0	3,603	7,524	4,788	1,514	2,510	565	7,069	0	2,837
11. External walkways																
Repaint planter boxes	1,886	-	1,944	-	-	-	-	-	-	-	2,482	-	-	-	-	-
Maintain / re-waterproof planter boxes	3,160	-	-	3,359	-	-	-	-	-	4,034	-	-	-	-	-	4,845
Maintain pebble feature on ground at entry	450	-	464	-	-	508	-	-	557	-	-	611	-	-	669	-
Sub Total (Incl. GST)		0	2,408	3,359	0	508	0	0	557	4,034	2,482	611	0	0	669	4,845

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)
12. Fixtures and fittings																
Replace letterboxes	2,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,373
Maintain security access system	4,600	-	-	4,890	-	-	-	-	5,696	-	-	-	-	6,635	-	-
Sub Total (Incl. GST)		0	0	4,890	0	0	0	0	5,696	0	0	0	0	6,635	0	3,373
13. Plant - water																
Replace community hot water systems	12,876	12,876	-	-	-	-	-	-	-	-	-	17,473	-	-	-	-
Sub Total (Incl. GST)		12,876	0	0	0	0	0	0	0	0	0	17,473	0	0	0	0
14. Lifts																
Refurbish lift interior	24,000	-	-	-	-	-	-	-	-	-	-	-	33,578	-	-	-
Replace sump pumps	12,527	-	-	-	13,728	-	-	-	-	-	-	-	-	-	-	-
Overhaul lift motor (total: 4 ea)	24,069	-	-	-	-	27,195	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	13,728	27,195	0	0	0	0	0	0	33,578	0	0	0
Grand Total (Incl. GST)		17,776	3,304	272,646	168,898	48,499	114,824	3,603	44,172	9,250	24,430	355,171	230,536	13,704	4,698	289,858
Contingency Allowance (Incl. GST)		1,422	264	21,812	13,512	3,880	9,186	288	3,534	740	1,954	28,414	18,443	1,096	376	23,189
Grand Total Expenses (Incl. Contingency Allowance and GST)		19,198	3,568	294,458	182,410	52,379	124,010	3,891	47,706	9,990	26,384	383,585	248,979	14,800	5,074	313,047

Building Data List from the Property Inspection for Pacific Square - Panorama

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							
Repaint building exterior wall surfaces	5,335	m2	25.02	133,482.00	3	8	
Repaint door face – one side	8	Ea	101.11	809.00	3	8	
Repaint balcony ceilings	2,378	m2	23.76	56,501.00	3	8	
Repaint balcony doors – one side	8	Ea	101.11	809.00	3	8	
2. Roof							
Maintain box gutters (total: 114 Lm) - 10%	12	Lm	86.20	1,034.00	6	8	Repair as required
Maintain liquid membrane (total: 1953 m2) - 10%	195	m2	72.85	14,206.00	5	5	Repair as required
Replace liquid membrane	1,953	m2	85.00	166,005.00	15	20	Replace as required
3. Access for work at heights							
Hire scaffolding	5,335	m2	10.30	54,951.00	3	8	Including erecting and dismantling
4. Main foyer							
Repaint ceilings	34	m2	23.76	808.00	4	8	
Repaint walls and re-stain timber	138	m2	25.52	3,522.00	4	8	
Maintain automatic doors	1	Item	450.00	450.00	5	5	Repair as required
Maintain floor tiles (total: 36 m2) – 10%	5	m2	167.54	838.00	8	7	Replace as required
5. Lobbies and hallways. Level 7							
Repaint ceilings	144	m2	23.76	3,421.00	8	8	Last painted 2016
Repaint walls	336	m2	22.50	7,560.00	8	8	Last painted 2016
Repaint door face – one side	29	Ea	101.11	2,932.00	8	8	Last painted 2016
Replace carpet	142	m2	75.00	10,650.00	6	10	Replace as required
6. Lobbies and hallways. 1 to 9, minus Level 7							
Repaint ceilings	1,152	m2	25.50	29,376.00	4	8	
Repaint walls	2,682	m2	22.50	60,345.00	4	8	
Repaint door face – one side	226	Ea	101.11	22,851.00	4	8	
Replace carpet	1,154	m2	75.00	86,550.00	6	10	Replace as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
7. Fire stairs							
Repaint walls	785	m2	25.52	20,033.00	4	8	
Repaint door face – one side	27	Ea	114.85	3,101.00	4	8	
8. Garbage rooms Levels 1-9							
Repaint internal walls and ceilings (total: 18 ea)	18	Ea	350.00	6,300.00	8	8	Last repaint 2016
Repaint door face – one side	18	Ea	101.11	1,820.00	8	8	Last repaint 2016
Maintain floor finish (total: 18 ea)	2	Ea	167.54	335.00	3	3	Replace as required
9. Basement lift foyer							
Repaint ceilings	29	m2	23.76	689.00	2	8	
Repaint walls	8	m2	22.50	180.00	2	8	
Maintain floor tiles (total: 29 m2) – 10%	10	m2	167.54	1,675.00	8	6	Replace as required
10. Basement							
Maintain car wash bay	1	Item	1,900.00	1,900.00	1	4	Ongoing maintenance programme
Repaint line marking	796	Lm	6.00	4,776.00	8	10	Repaint as required
Repaint steel bollards	20	Ea	65.00	1,300.00	8	10	
Maintain stormwater grates	1	Item	1,150.00	1,150.00	1	3	Ongoing maintenance programme
Maintain wheel stops	1	Item	1,850.00	1,850.00	1	2	Ongoing maintenance programme to replace or repair
Repaint door face – one side	4	Ea	101.11	404.00	4	8	
11. External walkways							
Repaint planter boxes	82	m2	23.00	1,886.00	2	8	
Maintain / re-waterproof planter boxes	1	Item	3,160.00	3,160.00	3	6	Reapply waterproofing as required
Maintain pebble feature on ground at entry	1	Item	450.00	450.00	2	3	Ongoing cleaning programme
12. Fixtures and fittings							
Replace letterboxes	1	Item	2,200.00	2,200.00	15	25	Replace as required
Maintain security access system	1	Item	4,600.00	4,600.00	3	5	Repairs / maintenance as required
13. Plant - water							
Replace community hot water systems	2	Ea	6,438.00	12,876.00	1	10	Replace as required
14. Lifts							
Refurbish lift interior	2	Ea	12,000.00	24,000.00	12	20	Refurbish as required
Replace sump pumps	4	Ea	3,131.66	12,527.00	4	15	Replace as required
Overhaul lift motor (total: 4 ea)	2	Ea	12,034.35	24,069.00	5	15	This is an estimate only - lifts need to be individually inspected by a licensed contractor to provide an accurate quote.

Inspector's Report for Pacific Square - Panorama

1. We have recommended that the balance of the Sinking Fund 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. **IMPORTANT NOTES ABOUT PAINTING:** Painting a building serves two main purposes: improving the appearance of the building; and protecting the painted surface. From a maintenance point of view, this second purpose is more important. By sealing the surface, paint protects the building from damage caused by water, salt or air pollutants. Although most paints will hold their appearance for at least ten years, before cracking or peeling occurs, they become porous and lose their protective abilities well before this point. As such, we recommend that surfaces are repainted more frequently.

High-quality elastomeric paints, when properly applied, can achieve longer-lasting results, however the higher cost of this paint, lower spread rates and higher labour costs associated with this work tends to increase painting cost by approximately 50%, and so has not been included in this forecast.

Washing or pressure cleaning a painted surface can significantly diminish its function as a protective coating. If the surface is not repainted after the timeframe recommended above it will become more vulnerable to water, salt and/or pollutants. The resulting damage can considerably increase the cost of surface preparation before future repainting and, in extreme cases lead to concrete cancer, requiring major repairs.

3. Money allocated for scaffold can be used for other access equipment eg. boomlift, cherry picker.
4. The membrane on the roof needs regular maintenance and replacement over time which has been included in this report.
5. Lift maintenance has been included in this report.
6. The inspecting officer would like to thank Kapil for providing access to the property at the time of the inspection
7. The report recommends a raise in the current levies in years two and three. Then in year seven the report recommends a reduction in the rate to maintain a manageable balance for the life of the report.

Report Notes

Sinking Fund Plan (NSW)

This forecast satisfies the current requirements of the Strata Schemes Management Act 1996, Part 3 Division 1 which states:-

69 Sinking fund to be established

- (1) An Owners Corporation must establish a sinking fund.
- (2) However, an Owners Corporation for a strata scheme comprising 2 lots need not establish a sinking 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.

75A Owners Corporation to prepare 10-year sinking fund plans

- (1) This section applies to Owners Corporations established on or after the commencement of this section.
- (2) An Owners Corporation to which this section applies is to prepare a plan of anticipated major expenditure to be met from the sinking fund over the 10-year period commencing on the first annual general meeting of the Owners Corporation.
- (3) The initial plan is to be finalised by the end of the second annual general meeting of the Owners Corporation.
- (4) The plan is to be reviewed and (if necessary) adjusted no later than at the fifth annual general meeting of the Owners Corporation.
- (5) An Owners Corporation to which this section applies is to prepare a plan as referred to in subsection (2) for each 10-year period following the period referred to in that subsection and is to finalise and review the plan in accordance with the requirements of subsections (3) and (4) at the corresponding annual general meetings in the relevant 10-year period.
- (6) An Owners Corporation may engage expert assistance in the preparation of a plan under this section.

THIS REPORT DEALS WITH THE SINKING FUND BUDGET.

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 discretion in the timing of most maintenance items. 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 Budget - 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.

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/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. (Regulation 31 of the Strata Schemes Management Regulation 2010, as amended by the Strata Schemes Management Amendment (Child Window Safety Devices) Act 2013). An allowance has been made for the installation of these devices. Contact our office should you require a quotation to install these devices.

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.

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.

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Please read the information and the notes on the Inspector's report to gain the most from this report.