

# SydneyStrataReport

property strata inspections

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## STRATA REPORT

Client	Infinity Property Group
Address of property	Unit 45/506 Botany Road, Alexandria, NSW.
Lot	45
Strata Plan	SP 56790
Name of Strata Management Co.	Infinity Property Group
Telephone Number of Strata Agent	9698 4367
Report Date	18 October 2021

## General Information

Owner's Name	Jason Lessels
Unit Entitlement.	37
Total Unit Entitlement.	2,000

## Levy Contributions

Administration Fund contribution.	\$679.20
Sinking Fund contribution.	\$290.00
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$26,887.65
Sinking Fund Balance.	\$132,891.82

## Insurances

Building Insurance	Yes
Sum Insured	\$16,480,000.00
Insurance Company	Strata Community Insurance
Due Date	13 September 2021
Fire Safety Report ?	Yes
Certificate Date.	2021
Pet Friendly?	Owners corporation permission needed.

## Meetings

Annual General Meeting 2017	Not held on records presented.
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Annual General Meeting 20 August 2018	Administration Fund set at \$143,000.00 p.a. Capital Works Fund set at \$2,214.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, Strata Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.
Annual General Meeting 23 October 2019	Administration Fund set at \$146,850.00 p.a. Capital Works Fund set at \$55,500.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, Strata Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.
Annual General Meeting 27 October 2020	Administration Fund set at \$146,850.00 p.a. Capital Works Fund set at \$55,500.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, Strata Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.
Annual General Meeting 9 August 2021	Administration Fund set at \$146,850.00 p.a. Capital Works Fund set at \$61,050.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, Strata Committee Meeting: Maintenance recorded was general in nature as per the scan of this meeting below. Meeting closed.
Other comments.	This report is to be taken in context and in conjunction with the scans below.

	No major works or special levies are planned on records presented.
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## Owner Ledger

Start Date: 01/10/2019

End Date: 31/10/2023

Owners: One only

PO Box 75  
STRAWBERRY HILLS NSW 2012  
T: 02 9219 4111  
E: strata@whelanproperty.com.au  
www.whelanproperty.com.au  
ABN: 28 116 912 488  
Liability Limited by a scheme approved under  
Professional Standards Legislation

Strata Plan 56790

Green Square Gardens, 506-514 Botany Road, BEACONSFIELD NSW 2015

Lot 45 Unit 45 Jason Lessels

UE / AE: 37.00 / 2,000.00

### Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			<b>Balance brought forward</b>	<b>0.00</b>		<b>0.00</b>						
1	01/10/2019	Quarterly	Quarterly Admin/Capital Works Levy	798.90	798.90	10.30	10.30	0.00	0.00%	Standard	Normal	None
2	01/01/2020	Quarterly	Quarterly Admin/Capital Works Levy	559.50	559.50	503.60	503.60	0.00	0.00%	Standard	Normal	None
3	01/04/2020	Quarterly	Quarterly Admin/Capital Works Levy	559.50	559.50	503.60	503.60	0.00	0.00%	Standard	Normal	None
4	01/07/2020	Quarterly	Quarterly Admin/Capital Works Levy	679.20	679.20	305.30	305.30	0.00	0.00%	Standard	Normal	None
5	01/10/2020	Quarterly	Quarterly Admin/Capital Works Levy	679.30	679.30	305.30	305.30	0.00	0.00%	Standard	Normal	None
6	01/01/2021	Quarterly	Quarterly Admin/Capital Works Levy	679.20	679.20	259.50	259.50	0.00	0.00%	Standard	Normal	None
7	01/04/2021	Quarterly	Quarterly Admin/Capital Works Levy	679.20	679.20	259.50	259.50	0.00	0.00%	Standard	Normal	None
8	01/07/2021	Quarterly	Quarterly Admin/Capital Works Levy	679.20	679.20	259.50	259.50	0.00	0.00%	Standard	Normal	None
9	01/10/2021	Quarterly	Quarterly Admin/Capital Works Levy	679.20	679.20	259.50	259.50	0.00	0.00%	Standard	Normal	None
10	01/01/2022	Quarterly	Quarterly Admin/Capital Works Levy	679.20	0.00	305.30	0.00	0.00	0.00%	Standard	Normal	None
11	01/04/2022	Quarterly	Quarterly Admin/Capital Works Levy	679.20	0.00	305.30	0.00	0.00	0.00%	Standard	Normal	None
12	01/07/2022	Quarterly	Quarterly Admin/Capital Works Levy	679.20	0.00	290.00	0.00	0.00	0.00%	Standard	Normal	None
13	01/10/2022	Quarterly	Quarterly Admin/Capital Works Levy	679.20	0.00	290.00	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

### Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid				
31/12/2019	2069	Receipt	Banked		559.50	0.00	503.60	0.00	0.00		1,063.10		2

# Strata Plan 56790

Green Square Gardens, 506-514 Botany Road, BEACONSFIELD NSW 2015

**Lot 45**      **Unit 45**      **Jason Lessels**      **UE / AE: 37.00 / 2,000.00**

19/03/2020	2108	Receipt	Banked	508.64	0.00	457.82	0.00	0.00	966.46	3
20/03/2020	2112	Receipt	Banked	49.41	0.00	44.48	0.00	0.00	93.89	3
03/04/2020	2135	Receipt	Banked	1.45	0.00	1.30	0.00	0.00	2.75	3
12/06/2020	2166	Receipt	Banked	679.20	0.00	305.30	0.00	0.00	984.50	4
17/09/2020	2230	Receipt	Banked	679.30	0.00	305.30	0.00	0.00	984.60	5
07/01/2021	2316	Receipt	Banked	679.20	0.00	259.50	0.00	0.00	938.70	6
18/03/2021	2340	Receipt	Banked	679.20	0.00	259.50	0.00	0.00	938.70	7
08/07/2021	2435	Receipt	Banked	679.20	0.00	259.50	0.00	0.00	938.70	8
30/09/2021	2468	Receipt	Banked	679.20	0.00	259.50	0.00	0.00	938.70	9

## Balance Sheet

### As at 18/10/2021

Strata Plan 56790

Green Square Gardens, 506-514 Botany Road,  
BEACONSFIELD NSW 2015

#### Current period

#### Owners' funds

Owners Equity--Admin--O\Balance	29,240.80
Surplus/Deficit--Admin--Current	(2,353.15)
	26,887.65

Owners Equity--Capital--O\Balance	109,050.05
Surplus/Deficit--Capital--Current	23,841.77
	132,891.82

<b>Net owners' funds</b>	<b>\$159,779.47</b>
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#### Represented by:

#### Assets

Cash at Bank	142,198.65
Investments	7.88
Receivable--Levies	6,991.69
Receivable--Owners	90.81
<b>Total assets</b>	<b>149,289.03</b>

#### Less liabilities

Creditor--GST	3,442.27
Prepaid Levies	3,630.21
<b>Total liabilities</b>	<b>7,072.48</b>

<b>Net assets</b>	<b>\$142,216.55</b>
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## CERTIFICATE OF CURRENCY

### THE INSURED

POLICY NUMBER	NRSC17004085
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCIA-007_RSC-08/2014
THE INSURED	The Owners - Strata Plan No. 56790 & 60870
SITUATION	506-514 Botany Road Beaconsfield NSW 2015
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 13/09/20 Expiry Date: 4.00pm on 13/09/21
INTERMEDIARY	Coverforce Partners Pty Ltd
ADDRESS	Level 26, Tower One, International Towers Sydney Barangaroo NSW 2000
DATE OF ISSUE	15 September, 2020

### POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$16,480,000
		Common Area Contents	\$164,800
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$2,472,000
		2. Floating Floors	Included
		3. Lot Owners Wall Coverings	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		\$200,000/\$2,000
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 8	Catastrophe		\$2,472,000
SECTION 9	PART A - Government Audit Costs - Professional Fees		\$25,000
	PART B - Appeal Expenses		\$100,000
	PART C - Legal Defence Expenses		\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

ABN: 28 116 912 488  
PO BOX 75, STRAWBERRY HILLS NSW 2012  
277 PYRMONT STREET, ULTIMO NSW 2007  
T: 02 9219 4111 | F: 02 9281 9915  
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THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS AND TENANTS IN  
STRATA PLAN 56790 | GREEN SQUARE GARDENS, 506-514 BOTANY ROAD BEACONSFIELD

<b>NOTICE OF ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 56790</b>	
Meeting Title	Annual General Meeting
Strata Plan Number	56790
Date & Venue	Wednesday 23 <sup>rd</sup> October 2019 in the Common Area Courtyard at 506-514 Botany Road, Beaconsfield
Start Time	6:00pm
Participants	Owners, First Mortgagees, Tenants, Whelan Property Group

Agenda

Item	Description
A	Meeting Administration
1.0	Previous Minutes
2.0	Key Financial Information
3.0	Appointment of an Auditor
4.0	Budget and Levies
5.0	Overdue Levy Collection
6.0	Payment Plans
7.0	Strata Agent Commissions
8.0	Insurance Confirmation
9.0	Building Valuation
10.0	Renewal of Insurances
11.0	Strata Committee Election
12.0	Capital Works Fund Forecast/WHS Report/Asbestos Report
13.0	Restricted Matters
14.0	Annual Fire Safety Statement
15.0	Garage Door Repair
16.0	Lot 1 Bathroom Repair
17.0	Electronic Voting
18.0	Strata Managing Agency Agreement
	Meeting Closed



## A. MEETING ADMINISTRATION

Attendance, Apologies, Proxies and Voting Rights.

### 1.0 PREVIOUS MINUTES

**Motion:** That the Minutes of the last General Meeting of the Owners Corporation be confirmed as a true record and account of the proceedings of that Meeting.

***Motion Explanation:*** *The minutes of the last general meeting, either an extraordinary or general meeting have been circulated with this agenda. This motion confirms the accuracy of the minutes. (Clause 8(1)(a) Schedule 1 of the Strata Schemes Management Act 2015)*

### 2.0 KEY FINANCIAL INFORMATION

**Motion:** That the Audited key financial information for the Administrative Fund, Capital Works Fund and any other fund circulated with this agenda be adopted. *(Please direct all accounting enquiries to your Strata Manager, 24 hours prior to the meeting).*

***Motion Explanation:*** *The key financial statements show the financial activities and position of the strata scheme and must be tabled and adopted at every Annual General Meeting. (Clause 9(b) schedule 1 of the Strata Schemes Management act 2015)*

### 3.0 APPOINTMENT OF AN AUDITOR

**Motion:** That the Owners Corporation appoint an Auditor for the financial period ending the 31st May 2020.

***Motion Explanation:*** *All owners' corporations with a budget, comprising of all forecast expenses, levies and funds held in trust exceeding \$250,000 must obtain an audit each financial year. ((Clause 9(c) Schedule 1 of the Strata Schemes Management Act 2015).*

### 4.0 BUDGET AND LEVIES

#### 4.1 Administrative and Capital Work Funds

**Motion:** That pursuant to section 79(2) and 81 of the "Strata Schemes Management Act 2015" the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 01/06/2019 to 31/05/2020 set out in the budget circulated with the agenda.

#### 4.2 Levy Contributions

**Motion:** That pursuant to section 81 of the Strata Schemes Management Act 2015, the owner corporation determines the following amounts to be levied in 4 unequal instalments:

■ Administrative Fund	\$146,850.00	Inc. GST per annum
■ Capital Works Fund	\$ 66,000.00	Inc. GST per annum

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Capital Works	Total
1	July	2019	Yes	\$43,182.00	\$556.10	\$43,738.10
2	October	2019	Yes	\$43,184.50	\$558.30	\$43,742.80
3	Janurary	2020	No	\$30,241.75	\$32,442.80	\$62,684.55
4	April	2020	No	\$30,241.75	\$32,442.80	\$62,684.55
				<b>\$146,850.00</b>	<b>\$66,000.00</b>	<b>\$212,850.00</b>

#### 4.3 Levy Contributions – Administration/Capital Works

**Motion:** That the first levy instalment due in the next financial year **1 July 2020** be struck pursuant to section 81 of the Strata Schemes Management Act 2015 as follows:

■ Administrative Fund	\$36,712.50 per quarter (GST Inclusive)
■ Capital Works Fund	\$16,500.00 per quarter (GST Inclusive)

#### 4.4 Levy Notices

**Motion:** That both contributions be levied by notice from Whelan Property Group Pty Limited as the delegated Treasurer of the Owners Corporation pursuant with the Strata Managing Agency Agreement.

***Motion Explanation:*** *The levies are required to fund all maintenance, repair and replacement of common property and all other expenses incurred by the Owners Corporation. The Strata Manager prepares a budget for tabling at the Annual General Meeting each year, using the previous year's expenses and the Capital Works Fund 10 year plan as a guide.*

#### 5.0 OVERDUE LEVY COLLECTION

**Motion:** That the Owners Corporation resolves for the purpose of collecting unpaid levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do all things necessary to pursue unpaid levies including commencing and maintaining debt recovery proceedings for the collection of outstanding levies, which may require the appointment of a legal practitioner or debt collection agent to manage the debt collection process.

***Motion Explanation:*** *This motion authorises the Strata Managing Agent and/or Strata Committee to take all actions necessary to pursue overdue levies including the appointment of a legal practitioner or debt recovery agent to assist in the recovery of all levies.*

#### 6.0 PAYMENT PLANS

**Motion:** That pursuant to section 85(5) of the *Strata Schemes Management Act 2015*, the Owners Corporation authorises the Strata Managing Agent and/or 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 are due.

***Motion Explanation:*** *This motion authorises the Strata Managing Agent and/or Strata Committee to enter payment plans with lot owners for overdue levies, on the basis that unpaid levies will be paid in full within 12 months and that all future levies are paid as and when they fall due.*

#### 7.0 STRATA AGENT COMMISSIONS

**Motion:** That the Strata Managing Agent confirms receipt of the following commissions:

Insurance Commission	\$3,858.77 GST inclusive
Training Commission	Nil
All Other Commissions	Nil

It is anticipated that similar commissions will be received in the ensuing year.

***Motion Explanation:*** *The Strata Managing Agent is required to disclose all commissions received the past year in relation to the management of the Owners Corporation. (Clause 9(g) Schedule 1 of the Strata Schemes Management Act 2015)*

#### 8.0 INSURANCE CONFIRMATION

**Motion:** That the Owners Corporation insurances as circulated with this agenda be confirmed and that the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to do so at a Strata Committee Meeting.

**Motion Explanation:** *The Owners Corporation is required to review and confirm insurances at each Annual General Meeting. (Section 165(2) of the Strata Schemes Management Act 2015)*

#### 9.0 BUILDING VALUATION

**Motion:** That Whelan Property Group Pty Limited is instructed to obtain a building valuation for insurance purposes and adjust the sum insured to reflect the valuation.

##### NOTE

- Last valuation undertaken **16<sup>th</sup> March 2015**
- Refer to attached for breakdown of current insurance policy

**Motion Explanation:** *It is recommended that a building insurance valuation be obtained each year to ensure the Owners Corporation has sufficient cover at all times.*

#### 10.0 RENEWAL OF INSURANCES

**Motion:** That Whelan Property Group Pty Limited is given a standing direction to renew the insurance policy in the absence of instructions from the Strata Committee as at the date of renewal.

**Motion Explanation:** *This motion enables Whelan Property Group to renewal insurances on behalf of the Owners Corporation as per the insurance broker's recommendations in the absence of instructions from the Strata Committee.*

#### 11.0 STRATA COMMITTEE ELECTION

**Motion:** That the Chairperson call for nominations for the Strata Committee and then determine the number of members that will constitute the Committee.

**Motion Explanation:** *The minimum number of member on the committee is one (1) and the maximum number of members is nine (9). Nominations can be received verbally at the meeting or in writing. All nominees must personally consent to a nomination either verbally or in writing.*

#### 12.0 CAPITAL WORKS FUND FORECAST/WHS REPORT AND ASBESTOS REPORT

**Motion:** That the Owners Corporation authorise and instruct Whelan Property Group Pty Limited to obtain the following:

- (a) Capital Works Fund Forecast/ Review  
That the Owners Corporation Obtains a Capital Works Fund 10 year plan.  
**Last report obtained on:** 14<sup>th</sup> June 2017

**Motion Explanation:** *It is a requirement for all Owners Corporation to obtain and review a Capital Works Fund 10 year plan and to review the plan every 5 years. (Section 80 of the Strata Schemes Management Act 2015)*

(b) Work Health & Safety Report/ Update

That “Work Health and Safety Act” requires the Owners Corporation to ensure the common areas provide a safe environment for all contractors, owners, occupiers and visitors passing through common property.

**Last report obtained on:** January 2010

***Motion Explanation:*** While there is an exemption applicable for all residential properties removing the requirement for such a report, all residential property owners are still required to provide a safe environment for all contractors, owners, occupiers and visitors to the property. Obtaining a Work Health and Safety Report serves as evidence that the Owners Corporation is undertaking all possible action necessary to provide a safe environment form all parties.

(c) Asbestos Management Report/ Obtain

The “Work Health and Safety Act 2011” requires the controller of a work place to obtain an asbestos report identifying all areas where Asbestos may be found and requires an asbestos register and management plan to be kept on site and provided to all trades undertaking works at a property.

***Motion Explanation:*** All buildings built before December 2003 must obtain an Asbestos Report and Asbestos Management Plan.

### 13.0 RESTRICTED MATTERS

**Motion:** That the Owners Corporation decides “if any matter or type of matter is to be determined only by the owners corporation in a general meeting” pursuant to Schedule 1 Clause 6(a) and 9(i) of the “Strata Scheme Management Act 2015”.

***Motion Explanation:*** This motion enables owners to determine any additional matters to be considered restricted matters requiring determination only at a General Meeting, preventing the Strata Committee from making any decisions on such matters.

### 14.0 ANNUAL FIRE SAFETY STATEMENT

**Motion:** That the Owners Corporation resolves to consider the Annual Fire Safety Statement (if one is required for the building) under the Environmental Planning and Assessment act 1979 and authorises the Strata Managing Agent and/or Strata Committee to make arrangements for obtaining the next Annual Fire Safety Statement.

***Motion Explanation:*** This motion is required to be included in every Annual General Meeting agenda. (Clause 6(c) Schedule 1 of the Strata Schemes Management Act 2015)

### 15.0 GARAGE DOOR REPAIR

**15.1 Motion:** That the Owners Corporation resolves to approve the quotation provided by All Gate Auto Doors & Gates Pty Limited, to replace the garage door motor, tracks and springs for the sum of \$7,724.00 Exclusive of GST.

**15.2 Motion:** That the Owners Corporation resolves to approve the quotation provided by Magic Door Industries Pty Ltd, to replace the garage door and motor for the sum of \$9,355.00 Exclusive of GST.

***Motion Explanation:*** This motion is required in accordance with the NCAT order issued to the Owners Corporation as a result of File No: SC 19/16743. The order stated the Owners Corporation must receive two quotes for the repairs that are required to the garage door to minimise the noise within Lot 1 emanating from the garage door operation. The Owners Corporation must approve one of these quotations and have the works completed no later than 18<sup>th</sup> November 2019.

## 16.0 LOT 1 BATHROOM REPAIR

**16.1 Motion:** That the Owners Corporation resolves to approve the quotation provided by Rescue U Plumbing Sydney Pty Ltd, to repair Lot 1 defective bathroom works for the sum of \$5,670.00 Exclusive of GST.

**16.2 Motion:** That the Owners Corporation resolves to approve the quotation provided by Aqua Flush Plumbing Pty Ltd, to Lot 1 defective bathroom works for the sum of \$3,650.00 Exclusive of GST.

**16.3 Motion:** That the Owners Corporation resolves to approve the quotation provided by The Pipelining Specialist Pty Ltd, to Lot 1 defective bathroom works for the sum of \$6,500.00 Exclusive of GST.

***Motion Explanation:*** This motion is required in accordance with the NCAT order issued to the Owners Corporation as a result of File No: SC 19/16743. The order stated the Owners Corporation must have an appropriately qualified tradesmen which was Rescue U Plumbing to report on the bathroom and obtain quotations for the repairs within Lot 1. The Owners Corporation must approve one of these quotations and have the works completed no later than 18th November 2019.

## 17.0 ELECTRONIC VOTING

**Motion:** That the Owners – Strata Plan 56790 resolve to adopt the following alternate means of voting at meetings of the Owners Corporation and/or meetings of the Strata Committee:

- voting by means of teleconference, video-conferencing, email or other electronic means
- Voting by means of email or other electronic means before the meeting at which the matter (not being an election) is to be determined by the Owners Corporation or Committee as set out in the meeting notice for the respective General Meeting or Committee Meeting.

***Motion Explanation:*** This is now permitted subject to resolving at a general meeting under Schedule 1, section 28, regulation 14 and 15 of the Strata Scheme Management Act 2015.

## 18.0 STRATA MANAGING AGENCY AGREEMENT

**Motion:** That the Owners Corporation appoint Whelan Property Group Pty Limited as the Managing Agent of Strata Plan 56790 for a further 3 year and that the Common Seal be affixed pursuant to Section 273 of the Strata Schemes Management Act, 2015 to the Agency Agreement circulated with the agenda, which incorporate instruments appointing Whelan Property Group Pty Limited and delegating all the powers, authorities, duties and functions referred to therein.

Date of this notice:

8th October 2019

THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN STRATA PLAN 56790 | GREEN SQUARE GARDENS, 506-514 BOTANY ROAD BEACONSFIELD

<b>NOTICE OF A STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 56790</b>	
Meeting Title	Strata Committee Meeting
Strata Plan Number	56790
Date and Venue	Wednesday 23 <sup>rd</sup> October 2019 in the Common Area Courtyard at 506-514 Botany Road, Beaconsfield
Start Time	Immediately following the Annual General Meeting
Participants	Owners, First Mortgagees, Whelan Property Group

Agenda

Item	Description
A	Meeting Administration
1.0	Previous Minutes
2.0	Office Bearers
3.0	Strata Committee Representatives
	Meeting Closure

**A. MEETING ADMINISTRATION**

Attendance, Apologies, Proxies and Voting Rights.

**1.0 PREVIOUS MINUTES**

**Motion:** That the Minutes of the last Strata Committee Meeting be confirmed as true record and account of the proceedings of that meeting.

**2.0 OFFICE BEARERS**

**Motion:** That the Secretary, Treasurer and Chairperson of the Strata Committee be appointed.

**3.0 STRATA COMMITTEE REPRESENTATIVES**

**Motion:** That the Strata Committee elect a representative and substitute representative to be the nominated contact person(s) to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee.

**MEETING CLOSURE**

Date of this notice:

8<sup>th</sup> October 2019

**\* Note:** An owner or the nominee of a corporate owner may attend the Strata Committee Meeting but cannot address the meeting unless the Strata Committee agrees.

## Notes to agenda

### Priority votes

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.

By operation of Clause 24 (1) of Schedule 1 of the Strata Schemes Management Act 2015 a **priority vote** is a vote cast on a motion by a person whose vote has priority under that clause 24. Under Clause 24 (2) a priority vote may be cast on any of the following motions:

- (a) a motion that relates to insurance, budgeting or the fixing of a levy,
- (b) a motion that will require expenditure by the owners corporation of an amount that exceeds the amount prescribed by the regulations for the purposes of this clause,
- (c) a motion that requires a special resolution or unanimous resolution.

Under Clause 24 (3) 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. However, a priority vote has no effect 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.

Under Clause 24 (4) a priority vote may be cast in respect of a lot by:

- (a) the mortgagee of the lot under a mortgage shown on the strata roll as having priority over any other mortgage, and over any covenant charge, shown on the strata roll in relation to the lot, or
- (b) the covenant chargee of the lot under a covenant charge shown on the strata roll as having priority over any mortgage shown on the roll in relation to the lot, or
- (c) the covenant chargee of the lot under a covenant charge shown on the strata roll without any mortgage being shown on the roll in relation to the lot.

Under Clause 12 of the Strata Schemes Management Regulation 2016 for the purposes of Clause 24 (2) of Schedule 1 to the Strata Schemes Management Act 2015, the prescribed amount is the amount of \$1,000 multiplied by the number of lots in the strata scheme.

An owner of a lot or a person with a priority vote in respect of a lot may not vote at the meeting on a motion (other than a motion requiring a unanimous resolution) unless payment has been made before the meeting of all contributions levied on the owner, and any other amounts recoverable from the owner, in relation to the lot.

### Exercise of voting rights

Voting or other rights may be exercised in person (if the addressee of this notice is an individual) or by a company nominee (if the addressee of this notice is a corporation) or by a proxy appointed by the addressee.

### Determining a quorum

The provisions of the Strata Schemes Management Act 2015 for determining the quorum at a general meeting are found in Clause 17 of Schedule 1, which provides:

#### 17 Quorum

##### (1) Quorum required for motion or election

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

##### (2) When quorum exists

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

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

- (3) A person who has voted, or intends to vote, on a motion or at an election at a meeting 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.

##### (4) Procedure if no quorum

If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson must:

- (a) adjourn the meeting for at least 7 days, or
- (b) declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

##### (5) Quorum for adjourned meeting

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

By operation of Clause 26 (1) of Schedule 1 of the Strata Schemes Management Act 2015, in Clause 17 of Schedule 1 of that Act a reference to a **duly appointed proxy** is a reference to a person appointed as a proxy by an instrument in the form prescribed by the Regulations.

By operation of Clause 13 of the Strata Schemes Management Regulation 2016 the form prescribed for the purposes of Clause 26 (1) of Schedule 1 of the Strata Schemes Management Act 2015 is Form 1 in Schedule 1 of that Regulation, a copy of which is annexed to this agenda.

By operation of Clause 26 (3) of Schedule 1 of the Strata Schemes Management Act 2015 an instrument appointing a proxy 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 the instrument is to operate (in the case of a large corporation), or at or before the first meeting in relation to which the instrument is to operate (in any other case).

In accordance with Section 6 of the Strata Schemes Management Act 2015 "large strata scheme" means a strata scheme comprising more than 100 lots (excluding utility lots and lots used for the purposes of parking).

By operation of Clause 3 (2) of Schedule 1 of the Strata Schemes Management Act 2015, in Schedule 1 of that Act a reference to a person entitled to vote on a matter at a meeting of the owners corporation is taken to be a reference to a person entitled to vote on a motion other than a motion requiring a unanimous resolution.





**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

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THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS AND TENANTS IN  
STRATA PLAN 56790 | GREEN SQUARE GARDENS, 506-514 BOTANY ROAD BEACONSFIELD NSW 2015

MINUTES OF ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 56790	
Meeting Title	Annual General Meeting
Strata Plan Number	56790
Date & Venue	Monday 20 <sup>th</sup> August 2018 in the Common Area Courtyard
Start Time	6:30pm
Finish Time	7:30PM
Present	Lot/s: 1, 15, 16, 18, 35, 37, 44
Via Proxy	Lot/s: 34>Ashley Hunt
In Attendance	Ashley Hunt - Whelan Property Group
Chairperson	Ashley Hunt - Whelan Property Group

**A. MEETING ADMINISTRATION**

Attendance, Apologies, Proxies and Voting Rights.

**1.0 PREVIOUS MINUTES**

**Resolved:** That the Minutes of the last General Meeting of the Owners Corporation be confirmed as a true record and account of the proceedings of that Meeting.

**2.0 KEY FINANCIAL INFORMATION**

**Resolved:** That the Audited key financial information for the Administrative Fund, Capital Works Fund and any other fund circulated with this agenda be adopted.

**3.0 APPOINTMENT OF AN AUDITOR**

**Resolved:** That the Owners Corporation appoint an Auditor for the financial period ending the 31st May 2019.



## 4.0 BUDGET AND LEVIES

### 4.1 Administrative and Capital Work Funds

**An amendment was moved to this motion & it was resolved that the levies remain at their current level**

**Resolved:** That pursuant to section 79(2) and 81 of the “Strata Schemes Management Act 2015” the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 01/06/2018 to 31/05/2019 set out in the budget circulated with the agenda.

### 4.2 Levy Contributions

**Resolved:** That pursuant to section 81 of the Strata Schemes Management Act 2015, the owner corporation determines the following amounts to be levied in 4 unequal instalments:

- Administrative Fund                      \$143,000.00 per annum
- Capital Works Fund                      \$ 2,214.40 per annum

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Capital Works	Total
1	July	2018	Yes	\$43,180.20	\$553.60	\$43,733.80
2	October	2018	No	\$43,180.20	\$553.60	\$43,733.80
3	Janurary	2019	No	\$43,180.20	\$553.60	\$43,733.80
4	April	2019	No	\$43,180.20	\$553.60	\$43,733.80
				<b>\$143,000.00</b>	<b>\$2,214.40</b>	<b>\$174,935.20</b>

### 4.3 Levy Contributions – Administration/Capital Works

**Resolved:** That the first levy instalment due in the next financial year **01/06/2019** be struck pursuant to section 81 of the Strata Schemes Management Act 2015 as follows:

- Administrative Fund                      \$43,180.20 per quarter (GST Inclusive)
- Capital Works Fund                      \$ 553.60 per quarter (GST Inclusive)

### 4.4 Levy Notices

**Resolved:** That both contributions be levied by notice from Whelan Property Group Pty Limited as the delegated Treasurer of the Owners Corporation pursuant with the Strata Managing Agency Agreement.

## 5.0 OVERDUE LEVY COLLECTION

**Resolved:** That the Owners Corporation resolves for the purpose of collecting unpaid levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do all things necessary to pursue unpaid levies including commencing and maintaining debt recovery proceedings for the collection of outstanding levies, which may require the appointment of a legal practitioner or debt collection agent to manage the debt collection process.

## 6.0 PAYMENT PLANS

**Resolved:** That pursuant to section 85(5) of the *Strata Schemes Management Act 2015*, the Owners Corporation authorises the Strata Managing Agent and/or 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 are due.

## 7.0 STRATA AGENT COMMISSIONS

**Resolved:** That the Strata Managing Agent confirms receipt of the following commissions:

Insurance Commission	\$3,858.77 GST inclusive
Training Commission	\$
All Other Commissions	\$

It is anticipated that similar commissions will be received in the ensuing year.

## 8.0 INSURANCE CONFIRMATION

**Resolved:** That the Owners Corporation insurances as circulated with this agenda be confirmed and that the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to do so at a Strata Committee Meeting.

## 9.0 BUILDING VALUATION

**Defeated:** That Whelan Property Group Pty Limited is instructed to obtain a building valuation for insurance purposes and adjust the sum insured to reflect the valuation.

### NOTE

- Last valuation undertaken **16<sup>th</sup> March 2015**

## 10.0 RENEWAL OF INSURANCES

**Resolved:** That Whelan Property Group Pty Limited is given a standing direction to renew the insurance policy in the absence of instructions from the Strata Committee as at the date of renewal.

## 11.0 STRATA COMMITTEE ELECTION

**Resolved:** That the Chairperson call for nominations for the Strata Committee and then determine the number of members that will constitute the Committee.

Lot	Name
4	John Shepherd
14	Simon Lindsay
15	Bronwen Abbott
37	James O'dwyer
44	Ulysses Maclaren

## 12.0 CAPITAL WORKS FUND FORECAST/WH'S REPORT AND ASBESTOS REPORT

**Defeated:** That the Owners Corporation authorise and instruct Whelan Property Group Pty Limited to obtain the following:

(a) Capital Works Fund Forecast/ Update

That the Owners Corporation Obtains a Capital Works Fund 10 year plan.

**Last report obtained on:** 14<sup>th</sup> June 2017

(b) Work Health & Safety Report

That "*Work Health and Safety Act*" requires the Owners Corporation to ensure the common areas provide a safe environment for all contractors, owners, occupiers and visitors passing through common property.

**Last report obtained on:** January 2010

(c) Asbestos Management Report

The "*Work Health and Safety Act 2011*" requires the controller of a work place to obtain an asbestos report identifying all areas where Asbestos may be found and requires an asbestos register and management plan to be kept on site and provided to all trades undertaking works at a property.

## 13.0 RESTRICTED MATTERS

**Resolved:** That the Owners Corporation decides "if any matter or type of matter is to be determined only by the owners corporation in a general meeting" pursuant to Schedule 1 Clause 6(a) and 9(i) of the "*Strata Scheme Management Act 2015*". *NIL*

## 14.0 ANNUAL FIRE SAFETY STATEMENT

**Resolved:** That the Owners Corporation resolves to consider the Annual Fire Safety Statement (if one is required for the building) under the Environmental Planning and Assessment act 1979 and authorises the Strata Managing Agent and/or Strata Committee to make arrangements for obtaining the next Annual Fire Safety Statement.

## 15.0 BUILDING DEFECTS

**Defeated:** That the Owners Corporation resolves to consider building defects and rectification, including its rights and obligations under law and determining any further action to be taken which may include the appointment of building experts and lawyers to provide advice and assistance to the Owners Corporation.

General Business discussed at closure of meeting:

- Current gardening contract with Accord to be reviewed before rolling over. Other quotes obtained last year to be revisited
- Owner to arrange council hard rubbish collection to remove dumped mattress in laneway
- WPG to write again to managing agent regarding retail lots continually parking and working in garage. WPG requested photos of the offenders to be sent as supporting documents
- WPG to request electrician attend to several lights out in stairwells as well as adjust timer in common area lights
- WPG to obtain quotes for a quieter and more reliable garage door (x2 – for entry and exit)
- WPG to forward tiling quote for Unit 1 to new SC for review and approval

THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN STRATA PLAN 56790 | GREEN SQUARE GARDENS, 506-514 BOTANY ROAD BEACONSFIELD NSW 2015

<b>MINUTES OF A STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 56790</b>	
Meeting Title	Strata Committee Meeting
Strata Plan Number	56790
Date and Venue	Monday 20 <sup>th</sup> August 2018 in the Common Area Courtyard
Start Time	7:30PM
Finish Time	7:45PM
Present	Lot/s: 1, 15, 16, 18, 35, 37, 44
In Attendance	Ashley Hunt – Whelan Property Group
Chairperson	Ashley Hunt – Whelan Property Group

#### A. MEETING ADMINISTRATION

Attendance, Apologies, Proxies and Voting Rights.

#### 1.0 PREVIOUS MINUTES

**Resolved:** That the Minutes of the last Strata Committee Meeting be confirmed as true record and account of the proceedings of that meeting.

#### 2.0 OFFICE BEARERS

**Resolved:** That the Secretary, Treasurer and Chairperson of the Strata Committee be appointed.

Position	Lot	Name
Chairperson	44	Ulysses Maclaren
Treasurer	15	Bronwen Abbott
Secretary	15	Bronwen Abbott

#### 3.0 STRATA COMMITTEE REPRESENTATIVES

**Resolved:** That the Strata Committee elect a representative and substitute representative to be the nominated contact person(s) to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee. (Lot 15 - Bronwen Abbott)

#### 4.0 MEETING CLOSURE



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

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THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN  
STRATA PLAN 56790 | GREEN SQUARE GARDENS | 506-514 BOTANY ROAD, BEACONSFIELD

MINUTES OF THE STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 56790	
Meeting Title	Strata Committee Meeting
Strata Plan Number	56790
Date & Venue	Thursday, 8th August 2019 in the offices of Whelan Property Group, 277 Pyrmont Street, Ultimo
Start Time	5:00 PM
Finish Time	5:10 PM
Present (Voting papers received)	Strata Committee: Lots: 13 S. Lindsay; 15 B. Abbott & 37 J. O'Dwyer
In Attendance	Whelan Property Group: Emma LeFevre
Chairperson	Emma LeFevre

**1.0 PREVIOUS MINUTES**

**RESOLVED:** That the Minutes of the last Strata Committee meeting be confirmed as a true record and account of the proceedings of that meeting.

**Votes in Favour: 3**

**Votes Against: Nil**

**Votes Abstain: Nil**

**2.0 EXTENSION OF STRATA MANAGEMENT CONTRACT – 3 MONTH**

**RESOLVED:** That pursuant to section 50 (4) of the Strata Schemes Management Act 2015, the Strata Committee resolves to extend the appointment of Whelan Property Group Pty Ltd for a further 3 month period commencing 26<sup>th</sup> July 2019 and expiring on 26<sup>th</sup> October 2019.

**Votes in Favour: 3**

**Votes Against: Nil**

**Votes Abstain: Nil**

**CLOSURE**

The Chairperson declared the meeting closed with no further business at 5.10 pm.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**DATE**

**Independent Auditor's Report  
To the Owners of Strata Plan 56790**

**Opinion**

We have audited the financial report of Strata Plan 56790, which comprises the balance sheet as at 31 May 2019, the income and expenditure statements for the year then ended, and Notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial report presents fairly, in all material respects, the financial position of Strata Plan 56790 as at 31 May 2019 and its financial performance for the year then ended in accordance with the accounting policies described in the Notes and the financial reporting requirements of S92 and S93 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 APES 110 Code of Ethics for Professional Accountants (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other 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.

**Responsibilities of the Owners Corporation for the Financial Report**

The Owners Corporation (the OC) is responsible for the preparation and fair presentation of the financial report in accordance with the accounting policies described in the Notes and has determined that they are appropriate to meet the financial reporting requirements of S92 and S93 of the Strata Schemes Management Act 2015 as well as being appropriate to meet the needs of the Owners. As a result, the financial report may not be suitable for another purpose.

The OC's responsibility also includes such internal control as the OC 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 OC 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 OC either intends to liquidate the Plan or to cease operations, or has no realistic alternative but to do so. Those charged with governance are responsible for overseeing the Plan's financial reporting process.

**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.



Matthew Faulkner CPA  
Director

4 July 2019



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a scheme approved  
under Professional  
Standards Legislation

STRATA PLAN 56790  
NOTES TO AND FORMING PART OF THE ACCOUNTS  
FOR THE YEAR ENDED 31 MAY 2019

NOTE 1 – Accounting policies

This is not a general purpose financial report. It is a special purpose report prepared for the Owners of the Plan to enable compliance with the requirement of Section 92 of the Strata Schemes Management Act 2015 as amended, to prepare financial statements.

As the Plan is not a Reporting Entity, there is no requirement to prepare accounts in accordance with Statements of Accounting Concept 1 and Australian Accounting Standards.

The accounts have been prepared in accordance with the historical cost convention and have not been adjusted for changes in the general purchasing power of money and for changes in the price of specific assets.

The accounts have been prepared on a going concern basis.

NOTE 2 – Income & expenses

The accrual basis of accounting is applied to all levies and interest on arrears. Levies are brought to account as income when the levy is 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 – Income tax

Assessable income such as interest, dividends and other income derived by the Plan from investment of funds or derived from other personal property as defined in Tax Ruling TR 2015/3 is taxable at a rate of 30%. Assessable income received by the plan in respect of common property is taxable in the hands of individual owners. It is also noted that Land Tax is a personal responsibility. Income tax expense accounts are prepared on a cash basis and may include tax instalments for years yet to be lodged or assessed.

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 – Creditors

Amounts have been accrued for General Replacement and Airconditioner expenses.



# ANNUAL REPORTS

## for the financial year to 31/05/2019

Strata Plan 56790

Green Square Gardens, 506-514 Botany Road,  
BEACONSFIELD NSW 2015

Manager: Emma LeFevre

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Income & Expenditure Statement	2
Levy Positions	5



## Balance Sheet

### As at 31/05/2019

Strata Plan 56790

Green Square Gardens, 506-514 Botany Road,  
BEACONSFIELD NSW 2015

	Current period	Previous year
<b>Owners' funds</b>		
Owners Equity--Admin--O\Balance	(21,682.67)	(109,302.33)
Surplus/Deficit--Admin--Current	27,485.90	87,619.66
	<u>5,803.23</u>	<u>(21,682.67)</u>
Owners Equity--Capital--O\Balance	121,973.19	204,741.65
Surplus/Deficit--Capital--Current	(21,546.03)	(82,768.46)
	<u>100,427.16</u>	<u>121,973.19</u>
<b>Net owners' funds</b>	<u>\$106,230.39</u>	<u>\$100,290.52</u>
<b>Represented by:</b>		
<b>Assets</b>		
Cash at Bank	112,375.85	104,384.22
Investments	7.86	7.86
Receivable--Levies	878.23	843.06
Receivable--Other--Admin	0.00	54.00
Receivable--Owners	35.24	35.24
<b>Total assets</b>	<u>113,297.18</u>	<u>105,324.38</u>
<b>Less liabilities</b>		
Creditor--GST	1,537.71	2,592.99
Creditors	4,660.34	663.34
Creditors--Other	0.00	1,272.73
Prepaid Levies	832.57	504.80
Prepaid Levies--Unallocated	36.17	0.00
<b>Total liabilities</b>	<u>7,066.79</u>	<u>5,033.86</u>
<b>Net assets</b>	<u>\$106,230.39</u>	<u>\$100,290.52</u>



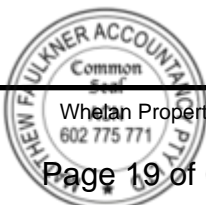
## Income & Expenditure Statement for the financial year to 31/05/2019

Strata Plan 56790

Green Square Gardens, 506-514 Botany Road,  
BEACONSFIELD NSW 2015

### Administrative Fund

	Current period 01/06/2018-31/05/2019	Annual budget 01/06/2018-31/05/2019	Previous year 01/06/2017-31/05/2018
<b>Revenue</b>			
Insurance Claims	0.00	0.00	4,225.64
Interest on Arrears--Admin	172.69	0.00	133.07
Key Deposits	700.00	0.00	450.00
Levies Due--Admin	157,023.86	157,019.00	137,512.06
Status Certificate Fees	109.00	0.00	218.00
Strata Roll Inspection Fees	0.00	0.00	62.00
Transfer from C\ Works Fund	0.00	0.00	65,454.55
<b>Total revenue</b>	<b>158,005.55</b>	<b>157,019.00</b>	<b>208,055.32</b>
<b>Less expenses</b>			
Admin--Accounting	820.84	600.00	820.84
Admin--Agent Disbursements	657.97	2,000.00	1,971.65
Admin--Agent Disburst--Additional Fees	2,082.16	2,000.00	1,915.71
Admin--Audit Services	620.00	600.00	610.00
Admin--Bank Charges--With GST	0.00	20.00	0.00
Admin--Income Tax--Admin	0.00	0.00	(14.00)
Admin--Key Deposit Refunds	50.00	0.00	0.00
Admin--Legal & Debt Collection Fees	82.52	0.00	146.61
Admin--Management Fees--Standard	9,230.95	8,790.00	8,791.45
Admin--Regist/License/Permit Fees	0.00	212.00	212.80
Admin--Risk Assess/WH&S Insurance	0.00	80.00	0.00
Admin--Status Certificate Fees Paid	109.00	0.00	218.00
Admin--Strata Inspection Fees Paid	0.00	0.00	62.00
Admin--Taxation Services	236.78	235.00	236.78
Insurance--Claims Paid	0.00	0.00	2,800.00
Insurance--Premiums	26,427.16	25,370.00	23,210.92
Maint Bldg--Aircon--Maint Contract	3,112.00	1,000.00	4,019.00
Maint Bldg--Cleaning	0.00	0.00	500.00
Maint Bldg--Cleaning--Carpet/Furniture	0.00	0.00	2,599.46
Maint Bldg--Cleaning--Contracts	22,051.47	18,900.00	18,881.37
Maint Bldg--Electrical	410.00	0.00	1,397.61
Maint Bldg--Fire Protection--Contract	7,018.53	4,000.00	3,696.53
Maint Bldg--Fire Protection--Monitoring	1,900.00	1,900.00	1,900.00
Maint Bldg--Garage Doors	2,785.00	1,500.00	1,805.00
Maint Bldg--General Repairs	6,295.29	2,500.00	2,330.00



## Administrative Fund

	Current period 01/06/2018-31/05/2019	Annual budget 01/06/2018-31/05/2019	Previous year 01/06/2017-31/05/2018
Maint Bldg--Hot Water Service	1,616.90	900.00	866.46
Maint Bldg--Locks, Keys & Card Keys	1,291.49	500.00	998.56
Maint Bldg--Pest/Vermin Control	1,745.00	1,000.00	0.00
Maint Bldg--Plumbing & Drainage	4,251.00	3,000.00	4,489.75
Maint Grounds--Lawns & Gardening	13,833.69	8,000.00	11,128.49
Utility--Electricity	6,756.62	6,800.00	6,819.62
Utility--Gas	277.01	250.00	266.18
Utility--Water & Sewerage	16,858.27	17,750.00	17,754.87
Total expenses	130,519.65	107,907.00	120,435.66
Surplus/Deficit	27,485.90	49,112.00	87,619.66
Opening balance	(21,682.67)	(21,682.67)	(109,302.33)
Closing balance	\$5,803.23	\$27,429.33	-\$21,682.67



## Capital Works Fund

	Current period 01/06/2018-31/05/2019	Annual budget 01/06/2018-31/05/2019	Previous year 01/06/2017-31/05/2018
Revenue			
Interest on Arrears--Capital	2.23	0.00	19.47
Interest on Investments--Capital	0.00	0.00	42.28
Levies Due--Capital	2,019.99	2,013.09	21,503.99
Total revenue	2,022.22	2,013.09	21,565.74
Less expenses			
Admin--Transfer to Admin Fund	0.00	0.00	65,454.55
Maint bldg - General repairs	0.00	0.00	2,861.82
Maint Bldg--Consultants	0.00	0.00	1,080.00
Maint Bldg--Fire Protection	320.00	3,000.00	1,580.00
Maint Bldg--General Replacement	23,248.25	10,000.00	33,357.83
Total expenses	23,568.25	13,000.00	104,334.20
Surplus/Deficit	(21,546.03)	(10,986.91)	(82,768.46)
Opening balance	121,973.19	121,973.19	204,741.65
Closing balance	\$100,427.16	\$110,986.28	\$121,973.19



## Levy Positions - Complete for the financial year to 31/05/2019

Strata Plan 56790

Green Square Gardens, 506-514 Botany Road, BEACONSFIELD  
NSW 2015

Administrative Fund													
Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
1	1	30/09/2019	3,281.90	3,281.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	298.35
2	2	30/09/2019	3,281.90	3,281.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	298.35
3	3	30/09/2019	3,281.90	4,102.40	0.00	820.50	0.00	0.00	0.00	0.00	0.00	0.05	298.35
4	4	30/09/2019	3,281.90	3,281.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	298.35
5	5	30/06/2019	3,281.90	3,281.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.07	298.35
6	6	30/09/2019	3,281.90	3,281.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.16	298.35
7	7	30/09/2019	3,281.90	3,281.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	298.35
8	8	30/09/2019	3,281.90	3,281.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	298.35
9	9	31/03/2019	3,281.90	3,281.27	0.63	0.00	0.00	0.00	0.00	0.00	0.01	35.60	298.35
10	10	30/06/2019	2,763.60	2,763.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	251.24
11	11	30/06/2019	3,022.80	3,022.77	0.03	0.00	0.00	0.00	0.00	0.00	0.00	12.04	274.80
12	12	30/09/2019	3,281.90	3,281.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	298.35
13	13	30/09/2019	3,281.90	3,281.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	298.35
14	14	30/09/2019	3,281.90	3,281.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	298.35
15	15	30/06/2019	2,763.60	2,763.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	251.24
16	16	30/09/2019	3,281.90	3,281.87	0.03	0.00	0.00	0.00	0.00	0.00	0.00	11.49	298.35
17	17	30/09/2019	3,281.90	3,281.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	298.35
18	18	30/09/2019	3,022.80	3,022.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	274.80
19	19	30/09/2019	3,281.90	3,281.89	0.01	0.00	0.00	0.00	0.00	0.00	0.00	42.92	298.35
20	20	30/09/2019	3,281.90	3,281.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	298.35
21	21	30/09/2019	4,490.80	4,490.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	408.24

## Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
22	22	30/09/2019	4,490.80	4,490.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	408.24
23	23	30/09/2019	4,404.40	4,404.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.40
24	24	30/09/2019	4,404.40	4,404.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.40
25	25	Unknown	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	26	30/09/2019	4,577.20	4,577.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	416.12
27	27	30/09/2019	4,577.20	4,577.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	416.12
28	28	30/09/2019	3,886.40	3,886.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	353.32
29	29	30/09/2019	4,836.40	4,836.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	439.68
30	30	30/09/2019	4,231.90	4,231.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	384.71
31	31	30/09/2019	3,454.40	3,454.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	314.04
32	32	30/09/2019	3,454.40	3,454.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	314.04
33	33	30/06/2019	3,454.40	3,454.10	0.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	314.04
34	34	30/09/2019	3,454.40	3,454.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	314.04
35	35	30/09/2019	3,454.40	3,454.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	314.04
36	36	30/09/2019	3,454.40	3,454.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	314.04
37	37	30/09/2019	3,454.40	3,454.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	314.04
38	38	30/09/2019	3,454.40	3,454.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	314.04
39	39	30/06/2019	3,281.90	3,281.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	298.35
40	40	30/09/2019	3,195.60	3,195.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	290.52
41	41	30/09/2019	3,454.40	3,454.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	314.04
42	42	30/09/2019	3,454.40	3,454.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	314.04
43	43	30/06/2019	3,540.80	3,540.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	321.88
44	44	30/06/2019	3,540.80	3,542.25	0.00	1.45	0.00	0.00	0.00	0.00	0.00	9.46	321.88
45	45	30/09/2019	3,195.60	3,195.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	290.52
46	46	30/09/2019	3,454.40	2,588.31	866.09	0.00	0.00	0.00	0.00	0.00	0.00	29.90	314.04
47	47	30/09/2019	3,454.40	3,454.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	314.04
48	48	30/09/2019	3,454.40	3,454.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	314.04

## Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
49	49	30/09/2019	3,540.80	3,540.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	321.88
50	50	30/09/2019	3,540.80	3,540.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	321.88
			172,726.20	172,681.06	867.09	821.95	0.00	0.00	0.00	0.00	0.01	172.69	15,702.34
Due Excl. GST			157,023.86					0.00					



## Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
1	1	30/09/2019	42.30	42.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.83
2	2	30/09/2019	42.30	42.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.83
3	3	30/09/2019	42.30	52.90	0.00	10.60	0.00	0.00	0.00	0.00	0.00	0.00	3.83
4	4	30/09/2019	42.30	42.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.83
5	5	30/06/2019	42.30	42.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.24	3.83
6	6	30/09/2019	42.30	42.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.16	3.83
7	7	30/09/2019	42.30	42.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.83
8	8	30/09/2019	42.30	42.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.83
9	9	31/03/2019	42.30	42.29	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.46	3.83
10	10	30/06/2019	35.60	35.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.24
11	11	30/09/2019	38.80	38.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.15	3.52
12	12	30/09/2019	42.30	42.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.83
13	13	30/09/2019	42.30	42.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.83
14	14	30/09/2019	42.30	42.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.83
15	15	30/06/2019	35.60	35.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.24
16	16	30/09/2019	42.30	42.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.15	3.83
17	17	30/09/2019	42.30	42.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.83
18	18	30/09/2019	38.80	38.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.52
19	19	30/09/2019	42.30	42.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.56	3.83
20	20	30/09/2019	42.30	42.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.83
21	21	30/09/2019	57.60	57.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.24
22	22	30/09/2019	57.60	57.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.24
23	23	30/09/2019	56.70	56.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.15
24	24	30/09/2019	56.70	56.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.15
25	25	Unknown	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	26	30/09/2019	58.80	58.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.36
27	27	30/09/2019	58.80	58.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.36



## Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
28	28	30/09/2019	50.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.56
29	29	30/09/2019	62.00	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.64
30	30	30/09/2019	54.40	54.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.96
31	31	30/09/2019	44.40	44.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.04
32	32	30/09/2019	44.40	44.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.04
33	33	30/09/2019	44.40	44.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.04
34	34	30/09/2019	44.40	44.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.04
35	35	30/09/2019	44.40	44.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.04
36	36	30/09/2019	44.40	44.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.04
37	37	30/09/2019	44.40	44.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.04
38	38	30/09/2019	44.40	44.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.04
39	39	30/06/2019	42.30	42.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.83
40	40	30/09/2019	41.10	41.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.75
41	41	30/09/2019	44.40	44.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.04
42	42	30/09/2019	44.40	44.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.04
43	43	30/06/2019	45.50	45.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.15
44	44	30/06/2019	45.50	45.52	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.12	4.15
45	45	30/09/2019	41.10	41.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.75
46	46	30/09/2019	44.40	33.27	11.13	0.00	0.00	0.00	0.00	0.00	0.00	0.39	4.04
47	47	30/09/2019	44.40	44.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.04
48	48	30/09/2019	44.40	44.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.04
49	49	30/09/2019	45.50	45.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.15
50	50	30/09/2019	45.50	45.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.15

Capital Works Fund													
Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
			2,221.90	2,221.38	11.14	10.62	0.00	0.00	0.00	0.00	0.00	2.23	201.91
		Due Excl. GST	2,019.99				0.00						



Unallocated Money Fund

Lot	Unit	Overpayment	Lot	Unit	Overpayment	Lot	Unit	Overpayment
3	3	36.17						
Total unallocated money		36.17						



## Proposed Budget to apply from 01/06/2019

Strata Plan 56790

Green Square Gardens, 506-514 Botany Road,  
BEACONSFIELD NSW 2015

		Administrative Fund		
		Proposed budget	Actual	Previous budget
		01/06/2018-31/05/2019		
Revenue				
142500	Interest on Arrears--Admin	0.00	172.69	0.00
142800	Key Deposits	0.00	700.00	0.00
143000	Levies Due--Admin	133,500.00	157,023.86	157,019.00
146500	Status Certificate Fees	0.00	109.00	0.00
Total revenue		133,500.00	158,005.55	157,019.00
Less expenses				
150200	Admin--Accounting	850.00	820.84	600.00
153800	Admin--Agent Disbursements	1,000.00	657.97	2,000.00
153801	Admin--Agent Disburst--Additional Fees	2,000.00	2,082.16	2,000.00
150800	Admin--Audit Services	640.00	620.00	600.00
151407	Admin--Bank Charges--With GST	0.00	0.00	20.00
153000	Admin--Key Deposit Refunds	0.00	50.00	0.00
153200	Admin--Legal & Debt Collection Fees	0.00	82.52	0.00
154000	Admin--Management Fees--Standard	10,705.00	9,230.95	8,790.00
155400	Admin--Regist/License/Permit Fees	212.00	0.00	212.00
153807	Admin--Risk Assess\WH&S Insurance	80.00	0.00	80.00
156000	Admin--Status Certificate Fees Paid	0.00	109.00	0.00
150900	Admin--Taxation Services	250.00	236.78	235.00
159201	Insurance--Building Valuation	450.00	0.00	0.00
159100	Insurance--Premiums	27,750.00	26,427.16	25,370.00
160200	Maint Bldg--Aircon--Maint Contract	3,444.00	3,112.00	1,000.00
163002	Maint Bldg--Cleaning--Contracts	22,100.00	22,051.47	18,900.00
164800	Maint Bldg--Electrical	450.00	410.00	0.00
165801	Maint Bldg--Fire Protection--Contract	6,000.00	7,018.53	4,000.00
165804	Maint Bldg--Fire Protection--Monitoring	1,900.00	1,900.00	1,900.00
166600	Maint Bldg--Garage Doors	1,500.00	2,785.00	1,500.00
167200	Maint Bldg--General Repairs	6,300.00	6,295.29	2,500.00
168800	Maint Bldg--Hot Water Service	1,620.00	1,616.90	900.00
170600	Maint Bldg--Locks, Keys & Card Keys	1,000.00	1,291.49	500.00
172000	Maint Bldg--Pest/Vermin Control	1,800.00	1,745.00	1,000.00
172200	Maint Bldg--Plumbing & Drainage	4,000.00	4,251.00	3,000.00
178400	Maint Grounds--Lawns & Gardening	14,000.00	13,833.69	8,000.00
190200	Utility--Electricity	7,100.00	6,756.62	6,800.00
190400	Utility--Gas	300.00	277.01	250.00
191200	Utility--Water & Sewerage	17,000.00	16,858.27	17,750.00
Total expenses		132,451.00	130,519.65	107,907.00
Surplus/Deficit		1,049.00	27,485.90	49,112.00

**Administrative Fund****Proposed  
budget**01/06/2018-31/05/2019  
**Actual****Previous  
budget**

Opening balance

5,803.23

(21,682.67)

(21,682.67)

**Closing balance**

\$6,852.23

\$5,803.23

\$27,429.33

Total units of entitlement

2000

2000

Levy contribution per unit entitlement

\$73.43

\$86.36

Budgeted standard levy revenue

133,500.00

157,019.00

Add GST

13,350.00

15,701.90

Amount to raise in levies including GST

\$146,850.00

\$172,720.90

**Capital Works Fund****Proposed  
budget**

01/06/2018-31/05/2019

**Actual****Previous  
budget****Revenue**

242500	Interest on Arrears--Capital	0.00	2.23	0.00
243000	Levies Due--Capital	60,000.00	2,019.99	2,013.09
<i>Total revenue</i>		60,000.00	2,022.22	2,013.09

**Less expenses**

265800	Maint Bldg--Fire Protection	3,000.00	320.00	3,000.00
266600	Maint Bldg--Garage Doors	10,000.00	0.00	0.00
267400	Maint Bldg--General Replacement	30,000.00	23,248.25	10,000.00
272200	Maint Bldg--Plumbing & Drainage	10,000.00	0.00	0.00
<i>Total expenses</i>		53,000.00	23,568.25	13,000.00

**Surplus/Deficit**

		7,000.00	(21,546.03)	(10,986.91)
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Opening balance

100,427.16      121,973.19      121,973.19

**Closing balance**\$107,427.16      \$100,427.16      \$110,986.28

Total units of entitlement	2000	2000
Levy contribution per unit entitlement	\$33.00	\$1.11

Budgeted standard levy revenue	60,000.00	2,013.09
Add GST	6,000.00	201.31
Amount to raise in levies including GST	<u>\$66,000.00</u>	<u>\$2,214.40</u>

# Proposed Levy Posting for

## Strata Plan 56790

### ABN 96834705839

**First instalment due date:** 01/07/2019

**Instalment frequency:** Quarterly

**Number of instalments:** 4

**Description:** Quarterly Admin/Capital  
Works Levy

Lot no.	Unit no.	Unit entitlement	Administrative Fund	Capital Works Fund	Total
1	1	38.00	2,790.20	1,254.20	4,044.40
2	2	38.00	2,790.20	1,254.20	4,044.40
3	3	38.00	2,790.20	1,254.20	4,044.40
4	4	38.00	2,790.20	1,254.20	4,044.40
5	5	38.00	2,790.20	1,254.20	4,044.40
6	6	38.00	2,790.20	1,254.20	4,044.40
7	7	38.00	2,790.20	1,254.20	4,044.40
8	8	38.00	2,790.20	1,254.20	4,044.40
9	9	38.00	2,790.20	1,254.20	4,044.40
10	10	32.00	2,349.70	1,056.00	3,405.70
11	11	35.00	2,570.00	1,155.10	3,725.10
12	12	38.00	2,790.20	1,254.20	4,044.40
13	13	38.00	2,790.20	1,254.20	4,044.40
14	14	38.00	2,790.20	1,254.20	4,044.40
15	15	32.00	2,349.70	1,056.00	3,405.70
16	16	38.00	2,790.20	1,254.20	4,044.40
17	17	38.00	2,790.20	1,254.20	4,044.40
18	18	35.00	2,570.00	1,155.10	3,725.10
19	19	38.00	2,790.20	1,254.20	4,044.40
20	20	38.00	2,790.20	1,254.20	4,044.40
21	21	52.00	3,818.10	1,716.10	5,534.20
22	22	52.00	3,818.10	1,716.10	5,534.20
23	23	51.00	3,744.70	1,683.00	5,427.70
24	24	51.00	3,744.70	1,683.00	5,427.70
26	26	53.00	3,891.70	1,749.10	5,640.80
27	27	53.00	3,891.70	1,749.10	5,640.80
28	28	45.00	3,304.20	1,485.10	4,789.30
29	29	56.00	4,111.80	1,847.90	5,959.70
30	30	49.00	3,598.00	1,617.10	5,215.10
31	31	40.00	2,937.10	1,320.10	4,257.20
32	32	40.00	2,937.10	1,320.10	4,257.20
33	33	40.00	2,937.10	1,320.10	4,257.20
34	34	40.00	2,937.10	1,320.10	4,257.20
35	35	40.00	2,937.10	1,320.10	4,257.20
36	36	40.00	2,937.10	1,320.10	4,257.20
37	37	40.00	2,937.10	1,320.10	4,257.20
38	38	40.00	2,937.10	1,320.10	4,257.20
39	39	38.00	2,790.20	1,254.20	4,044.40

Lot no.	Unit no.	Unit entitlement	Administrative Fund	Capital Works Fund	Total
40	40	37.00	2,716.80	1,221.00	3,937.80
41	41	40.00	2,937.10	1,320.10	4,257.20
42	42	40.00	2,937.10	1,320.10	4,257.20
43	43	41.00	3,010.50	1,353.00	4,363.50
44	44	41.00	3,010.50	1,353.00	4,363.50
45	45	37.00	2,716.80	1,221.00	3,937.80
46	46	40.00	2,937.10	1,320.10	4,257.20
47	47	40.00	2,937.10	1,320.10	4,257.20
48	48	40.00	2,937.10	1,320.10	4,257.20
49	49	41.00	3,010.50	1,353.00	4,363.50
50	50	41.00	3,010.50	1,353.00	4,363.50
<b>Totals</b>		2,000.00	\$146,853.70	\$66,005.40	\$212,859.10
<b>GST included in amounts to be raised</b>			\$13,350.37	\$6,000.54	\$19,350.91
<b>Amount to be raised per unit of entitlement</b>			\$73.43	\$33.00	\$106.43

The following advanced instalment settings were used:

Due date	Description	Administrative Fund	Capital Works Fund	Total	Comment
01/07/2019	Quarterly Admin/Capital Works Levy	43,182.00	556.10	43,738.10	Previously posted
01/10/2019	Quarterly Admin/Capital Works Levy	43,184.50	558.30	43,742.80	Previously posted
01/01/2020	Quarterly Admin/Capital Works Levy	30,241.75	32,442.80	62,684.55	
01/04/2020	Quarterly Admin/Capital Works Levy	30,241.75	32,442.80	62,684.55	
		\$146,850.00	\$66,000.00	\$212,850.00	



## Insurance

Strata Plan 56790

Green Square Gardens, 506-514 Botany Road,  
BEACONSFIELD NSW 2015

Policy No.	NRSC1700408	Strata Community Insurance
	5	
Type:	Building	Broker: Cover Force Insurance Broking Locked Bag 7888, SYDNEY NSW 2001
Premium:	\$31,093.20	Paid on: 30/08/2019    Policy start date: 13/09/2019    Next due: 13/09/2020
<i>Cover</i>	<i>Sum insured</i>	<i>Excess</i>
Building	\$14,180,000.00	\$2,500.00
Loss of Rent	\$2,127,000.00	\$2,500.00
Contents	\$141,800.00	\$2,500.00
Public Liability	\$20,000,000.00	\$2,500.00
Voluntary Workers	\$200,000/2,000	\$2,500.00
Fidelity Guarantee	\$100,000.00	\$2,500.00
Office Bearers Liability	\$1,000,000.00	\$2,500.00
Catastrophe	\$2,127,000.00	\$2,500.00
Government Audit Costs	\$25,000.00	\$2,500.00
Appeal Expenses	\$100,000.00	\$2,500.00
Legal Defence Expenses	\$50,000.00	\$1,000.00
Lot Owners Fixtures & Improvements (per lot)	\$300,000.00	\$2,500.00

Last valuation done on 16/03/2015

Insurance valuation \$14,180,000.00



Unit 1, 2 Garner Place  
Ingleburn NSW 2565  
1300 655 600  
service@allgate.com.au  
ABN: 51 114 846 276

## Quote

Quote# A10909  
13th September 2019

Accounts Payable  
Whelan Property Group  
PO Box 75  
Strawberry Hills, NSW 2012

**RE: 506-514 Botany Rd, Beaconsfield NSW 2015**  
**The Owners Of SP # 56790**

In relation to your recent quote request for the noisy garage door at the above mentioned property I have found both the screw driven motor and old door are in very poor condition and these would be causing a lot of the noise to the unit above the door. Therefore I am happy to submit the following quotation to replace both the door and the motor as detailed below.

### **JOB DESCRIPTION:**

1 x Commercial grade fully welded frame aluminum amplimesh sectional overhead door in a standard powder coated finish  
1 x Commercial grade quality made in Holland hardware set of tracks  
1 x Set of high cycle springs  
High grade quality guide rollers and adjustable hinges.  
1 x GRIFCO S-Drive commercial overhead motor that has soft start and finish features, battery back up and compatible safety beams  
Rubber padding to be mounted under all mounting points to the door and motor.  
Supply & Installation  
Test & Check operation  
Removal & Disposal of existing parts

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**TOTAL:                   \$7,724.00 PLUS GST**

This quotation price is valid for 30 days. A written purchase order is required before any goods can be ordered (at Allgate's discretion, a 50% deposit may also be required). This quotation does not include power run. Money owing should be made available immediately upon commissioning the installation, where upon keys will be issued. A detailed form of Allgate Automation's terms and conditions can be sent on request. If you have any enquires, or wish to make an order, please do not hesitate to contact me.

The warranty on parts is 12 months. All warranty work is only carried out during normal business hours. All work performed out of business hours is strictly chargeable. All equipment remains the property of Allgate Automation Pty Ltd, until payment in full is received. Vandalism, negligence or service by unauthorised persons, etc. voids warranty.

If this quotation is to your satisfaction please send copy or fax back with your signature.

Yours Faithfully,

Please sign for acceptance

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Collin Cox

Order Number: \_\_\_\_\_

P.S. PLEASE REMEMBER, if you do find our price does not stand up to someone else's, give us a call to make sure their products and equipment are the same type and quality as ours. WE ARE RARELY BEATEN ON VALUE AND SERVICE.

PPS: Credit card payments incur a 1.5% surcharge. Please call us to use this facility. For EFT payments, please find details below, using your quotation number as reference.

I have read and agree to the terms and conditions and accept the quote.

## REMITTANCE

**Payment Options:** Bank Deposit, Credit Card, Cheque

### Bank Details

**Name:** A A Allgate Automation (NSW) Pty Ltd  
**BSB:** 112-879 **Account #:** 057237771

**Customer Name:** The Owners Of SP # 56790

Credit card payments incur a 2.2% surcharge. Please call 1300 655 600 during business hours for this facility.

New South Wales: Unit 8, 133 McEvoy Street, Alexandria NSW 2015  
 Victoria: Unit 2, 23 The Concord, Bundoora VIC 3083  
 Queensland: 4 Devlan Street, Mansfield QLD 4122

Ph: 02 9699 3799 Fax: 02 9699 2466  
 Ph: 03 9467 8555 Fax: 03 9467 8877  
 Ph: 07 3849 6666 Fax: 07 3849 6033

[sales.nsw@mdi.com.au](mailto:sales.nsw@mdi.com.au)  
[sales.vic@mdi.com.au](mailto:sales.vic@mdi.com.au)  
[sales.qld@mdi.com.au](mailto:sales.qld@mdi.com.au)

**4<sup>th</sup> October 2019**

**Ref: Q/JH/041019-05**

**Attention: Jung Tak Jeon  
 Whelan Property Group  
 277 Pyrmont Street  
 Ultimo NSW 2017**

**RE: Quote for Liftmaster sectional door with motor.  
 Site: Green Square Gardens, 506 – 514 Botany road, Beaconsfield  
 NSW.  
 SP 56790**

Dear Jung,



Thank you for selecting MDI to supply products and prices for your project. Your choice has given you the opportunity to obtain the services of over 60 trained personnel with over 300 man years of parking control experience from a group of companies, Magic Door Industries Pty. Ltd., MDI Service Centres Pty. Ltd., and Liftmaster Electronics Pty Ltd established over 41 years ago in 1969.

Magic Door Industries offers over 12 company trained sales technicians to offer the correct advice, selection and price for every application.

MDI Service Centres offers over 8 persons for telephone support and over 12 field service technicians to provide effective, efficient and affordable after sales care for your investment during the warranty period and beyond with service as required or preventative and comprehensive service agreements.

Liftmaster Electronics offers a range of exclusive products, manufactured to the highest standards, that include sectional aluminium grille doors, sliding and swing gate motors, electronic controls, radio and safety controls.

**We guarantee the most competitive prices and will match any price in the market place for Liftmaster products.**

Residential	Home Units	Commercial	Industrial
 <p><b>LOGIC CONTROLS</b></p> <ul style="list-style-type: none"> <li>• 24v &amp; 240v electronic control</li> <li>• Building &amp; management systems</li> <li>• Project specific systems</li> </ul> <p><b>RADIO CONTROLS</b></p> <ul style="list-style-type: none"> <li>• Radio hand transmitters</li> <li>• Wireless wall control</li> <li>• Wind &amp; sun control</li> </ul>	<p><b>SURE SHADE®</b></p> <p><b>EXTERNAL VENETIAN BLINDS</b></p> <ul style="list-style-type: none"> <li>• Aluminium slat, head rail &amp; guides</li> <li>• Lifting tape, ladder braid &amp; hardware</li> <li>• Pelnets : extruded aluminium</li> </ul>	<p><b>LIFTMASTER®</b></p> <p><b>ELECTRIC DRIVES</b></p> <ul style="list-style-type: none"> <li>• Garage door &amp; gates</li> <li>• Venetian &amp; roller blinds</li> <li>• Roller shutters &amp; awnings</li> </ul>	 <p><b>ALUMINIUM GARAGE DOORS</b></p> <ul style="list-style-type: none"> <li>• Industrial, commercial &amp; domestic</li> <li>• Tracks, hinges, brackets &amp; profiles</li> <li>• Springs : powder coated</li> </ul>

**Ref: Q/JH/041019-05**

**Following is the price as requested to supply and install Liftmaster sectional overhead door at the above site.**

**Entry Door**

**1 x Liftmaster powder coated aluminium sectional door with amplimesh infill to suit opening 2900w x 2300h including new low headroom tracks - Entry**  
**1 x Magic Button 505 heavy duty overhead operator**  
**1 x Logic control box in steel lockable housing with inverter for soft start and slow down, isolator and up/down buttons**  
**1 x Photo electrics safety beams**  
**1 x Take down and away existing door**

**Installation, labour and commissioning**

**TOTAL      \$9,355.00\* + GST**

**\*Existing radio gear, steel jambs and head panels to be reused.**

**\*Total price without inverter logic box would be \$8,855.00 + GST**

**EXCLUSIONS**

1. Any access control or intercom.
2. Any other item or services not included in this offer.
3. Workshop drawings.
4. Engineers certificate.
5. We specifically exclude the obtaining of all permission and approval from authorities and organizations, including the preparation and submission of drawings or service manuals and payment of any fees or deposits these authorities may required.

**GENERAL**

1. Delivery approximately 4-6 weeks after the acceptance of the order, credit approval and final site measurement.
2. This quotation is valid for 30 days only.
3. Warranty - 12 months defects liability - during normal business hours. Emergency after hours calls are not covered by warranty and are payable.
4. All powder coated finish is warranted to that of the manufactures warranty.
5. Two (2) year preventative maintenance contract available.
6. This quotation is subject to final site inspection.
7. All work carried out by trades persons who are members of the appropriate unions.
8. Access to be made available onto site for vehicles during installation of the above equipment - driveway will be closed to traffic during installation.
9. All works to be carried out Monday to Friday, between 7.30 am and 3.00 pm. Outside of these hours, additional rates apply.
10. Liquidated damages are not acceptable.

**MDI**MAGIC DOOR INDUSTRIES PTY LTD ABN 49 000 731 313

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11. When concrete cutting all care taken but no responsibility accepted for locating damage to underground services.
12. No retentions will be accepted unless bank guaranteed.
13. Terms: strictly 50% deposit and balance on completion, or under the terms of approved MDI trade account.
14. Conditions of sale - please see reverse.
15. Any additional items or work not included in our offer shall only be undertaken following negotiation and subsequent written variation upon agreement.
16. Advice given or work carried out by MDI is based on experience in the industry to which this quotation relates. However, MDI do not represent themselves to be engineers and give no indemnity or warranty in relation to any advice given, either verbally, written, drawn or pictorially made to the client. Any advice given by MDI does not represent an alternative for professional advice or infer professional indemnity. Clients should seek their own independent professional and/or engineering advice as necessary.
17. A risk assessment of the items of this commercial quotation by MDI identified that both motorists and pedestrian may interface with some operational aspects of these items, regardless of permitted use, which may cause serious injury. Accordingly operational warning sign/s are fitted by MDI, and **at no time should the sign/s be removed.**
18. MDI shall not be responsible in the event of any service calls to make any report or comment in relation to fitness for use, purpose and safety of all gate components and service calls do not substitute for regular safety survey checks and maintenance reports to be undertaken by qualified engineers.

We thank you for the opportunity to submit our proposal and look forward to working with you on the above project. Should you have any further queries please do not hesitate in contacting the undersigned on (02) 9699 3799 or 0402 180 891.

Yours faithfully

Jiri Havel  
Technical Consultant  
Magic Door Industries



Rescue U Plumbing Sydney  
ABN: 67135201562  
**License No.** 213785C  
**Address:** PO Box 280  
Five Dock New South Wales 2046  
**Tel:** 8866 1300  
**Email:** info@rups.com.au

## QUOTATION

Whelan Property Group Pty Limited  
277 Pyrmont St  
Ultimo NSW 2007

Quote No: Q5757  
Site: 1/506-514 Botany Road  
Beaconsfield NSW 2015  
Date: 20 September 2019  
Valid For: 20 October 2019  
Client Order: 072904

### Quote | 1/506-514 BOTANY RD BEACONSFIELD

- Remove existing shower screen
- Remove existing tiles
- Remove existing tiles behind existing tile covering
- Render wall
- Apply waterproofing system
- Supply and retile with comparable tiles
- install new white silicone seal around bath lip and corner joints
- Install new framed shower screen panel
- Prepare and paint damaged walls next to shower bath and behind shower bath in laundry
- Remove all work generated waste from site

Sub-Total ex GST	<b>\$5,670.00</b>
GST	<b>\$567.00</b>
Total inc GST	<b>\$6,237.00</b>



PO Box 369  
Summer Hill  
**PH:** (02) 9705 7806  
**FAX:** (02) 9797 6571  
**EMAIL:** info@aquaflush.com.au  
**License:** 2345 83c

## Quote

**Estimate No:** 11487AF

**Date:** 4/10/2019

SP 56790  
Emma LeFevre  
Whelan Property Group  
PO Box 75  
STRAWBERRY HILLS NSW 2012

Quote for: 506 - 514 Botany Road, Beaconsfield SP 56790

DATE: 4th October 2019

JOB NO: 11487AF

DESCRIPTION		PRICE
1	Unit 1  Due to leak occurring through lack of waterproofing we advise the below works to be completed  This Quote Includes  - To remove existing shower screen - To Remove all tiles on 3 walls within bath cubical area - To Re-waterproof all 3 walls inc hob - To Re-tile all 3 walls inc hob with 150 x 150 white tiles - To Re-grout all walls and Clean site on completion - To Supply and install new framed shower screen  Please note - If there is a shower screen on site We take no responsibility if its broken in removal however greatest care is taken - We advise the shower being used over the bath is not necessary as there is already a shower within the bathroom	\$0.00
1	Total Cost of the above works	\$3,650.00
1	On completion of works a quote will be provided for all remedial and resulting damage	\$0.00
SUBTOTAL		\$3,650.00
Total GST 10%		\$365.00
Total Amount Due		\$4,015.00

*This quote is valid for 60 days*





## THE PIPELINING SPECIALISTS

Head Office - Sydney  
Central West Office - Bathurst  
PO Box 280,  
Five Dock NSW 2046  
**PH:** 02 8866 0500  
**EMAIL:** info@piperehab.com.au

**QUOTATION**  
**ABN:** 12 614 911 778

**Quotation # 2123**

Job Contact

Accounts Payable  
SP56790 Green Square Gardens 506-514  
Botany Road BEACONSFIELD  
1/506-514 Botany Rd  
Beaconsfield NSW 2015

Phone:

WORK CARRIED OUT AT: 1/506-514 Botany Rd, Beaconsfield NSW 2015

DATE: 8/10/2019	CUST ORDER NO:	JOB NO: 2123
<b>QUOTE DESCRIPTION</b>	<ul style="list-style-type: none"><li>-Remove existing shower screen</li><li>-Remove existing tiles</li><li>-Remove existing tiles behind existing tile covering</li><li>-Render wall</li><li>-Apply waterproofing system</li><li>-Supply and retile with comparable tiles</li><li>-install new white silicone seal around bath lip and corner joints</li><li>-Install new framed shower screen panel</li><li>-Prepare and paint damaged walls next to shower bath and behind shower bath in laundry</li><li>-Remove all work generated waste from site</li></ul>	
<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1 as quoted	\$6,500.00	\$6,500.00

	SUBTOTAL	\$6,500.00
	GST	\$650.00
	TOTAL CHARGE	\$7,150.00

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS.

**Customers Signature:**

.....

**QUOTATION #2123**

**Customer Name:** SP56790 Green Square Gardens 506-514 Botany Road BEACONSFIELD

This quotation is valid for a period of 30 Days from the date the quotation is submitted.  
The Pipelining Specialists reserves the right to withdraw the quotation at any time.



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES



**strata  
community  
australia®**  
NSW

# STRATA MANAGEMENT AGENCY AGREEMENT

# STRATA MANAGEMENT AGENCY AGREEMENT

<b>Date 8<sup>th</sup> October 2019</b>		
<b>The Owners – Strata Plan 56790</b>		<b>“Owners Corporation”</b>
Attention: The Secretary Address: 506-514 Botany Road, Beaconsfield Phone: ABN: 96 834 705 839 Facsimile: Email:		
<b>The Agent Whelan Property Group Pty Ltd</b>		<b>“Agent”</b>
Attention: The Licensee Address: 277 Pyrmont Street, ULTIMO NSW 2007 Phone: 02 9219 4111 ABN: 28 116 912 488 Facsimile: 02 9281 9915 SCA (NSW) Membership No: Email: strata@whelanproperty.com.au Licence No: 1373234		
<b>Particulars</b>		
<b>Item 1</b>	<i>Professional indemnity</i>	In accordance with Section 22 of the <i>Agents Act</i>
<b>Item 2</b>	<i>Commencement date</i>	26/10/2019
<b>Item 3</b>	<i>Term</i>	36 Months
<b>Item 4</b>	<i>Review date</i>	in relation to <i>agreed services</i> – Annually on each anniversary of the commencement date in relation to <i>additional services rates</i> – 1 July in relation to <i>charges</i> – 1 July
<b>Item 5</b>	<i>Percentage increase p.a</i>	5%
<b>Item 6</b>	<i>Agreed services fee p.a</i>  no <input type="checkbox"/>	(complete one of the below options) <b>Year 1: \$10,705.00 plus</b> rebates, discounts and commissions in Disclosure Schedule C1 and C2 – <b>Agent retains all commissions (refer to clause 3.3(a))</b> <b>Year 2: \$11,240.25 plus</b> rebates, discounts and commissions in Disclosure Schedule C1 and C2 – <b>Agent retains all commissions (refer to clause 3.3(a))</b> <b>Year 3: \$11,8022.26 plus</b> rebates, discounts and commissions in Disclosure Schedule C1 and C2 – <b>Agent retains all commissions (refer to clause 3.3(a))</b>
<b>Item 7</b>	<i>Fee payment method</i>	monthly arrears
<b>Item 8</b>	<i>Manner of accounting</i>	Financial Statements - (by providing trust account statements) Frequency of Accounting - (monthly) Online/Upon Request - (online)

# STRATA MANAGEMENT AGENCY AGREEMENT

## Signatures

### Owners Corporation

The common seal of the *owners corporation* was affixed on 23/10/2019 in the presence of:

**Signature**

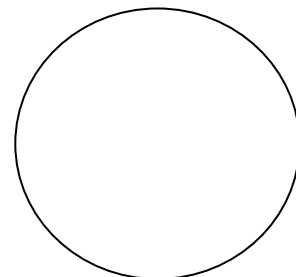
**Signature**

**Name**

**Name**

**Designation**

**Designation**



Being the person(s) authorised by section 272 of the *Act* to attest the affixing of the seal.

### Agent

Executed by the *agent* in accordance with Section 126 or 127 of the *Corporations Act 2001* (Cth) in the presence of:

**Signature of Authorised Person**

**Signature of Authorised Person**

**Name of Authorised Person**

**Name of Authorised Person**

### Service

The *owners corporation* acknowledges receipt of a copy of this *agreement* within 48 hours of execution by the *owners corporation* (refer to page 9 for IMPORTANT NOTES to the parties when executing this *agreement*).

**Name of Signatory**

**Signature**

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# STRATA MANAGEMENT AGENCY AGREEMENT

## Agreement

### 1. Warranties and acknowledgment

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

### 2. Appointment of and delegation to *agent*

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

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

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

### 3. Fees and charges

- 3.1 The *owners corporation* must pay to the *agent* in accordance with the fee payment method:
- (a) the *agreed services fee*; and
  - (b) the *additional services fee* for any *additional services* performed by the *agent*; and
  - (c) the *charges* associated with the performance of the *agreed services* and any *additional services*.
- 3.2 The *owners corporation* authorises the *agent* to retain any fees paid to the *agent* for supplying to third parties information that the *owners corporation* must supply under the *Act* and retain any fees paid to the *agent* for supplying to third parties information that is not required under the *Act*, provided that such fees are charged in accordance with those set out in schedule B.
- 3.3 In addition to the fees and charges in clause 3.1 and 3.2, the *agent* is entitled to remuneration for its services in the form of rebates, discounts and commissions disclosed in schedule C1 and schedule C2 as follows:

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# STRATA MANAGEMENT AGENCY AGREEMENT

- (a) If the first option in *item 6* is selected, the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and services to the *owners corporation* described in the disclosure schedule C1 or schedule C2 or as otherwise notified in writing to the *owners corporation* from time to time and agreed in writing by the *owners corporation*.
- (b) If the second option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt except for any rebates, discounts and commissions described in the disclosure schedule C2 which may be retained by the *agent*.
- (c) If the third option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt.
- (d) If the *owners corporation*:
  - (i) delegates the *agent* to arrange insurance cover;
  - (ii) selects the first or second option in *item 6*; and
  - (iii) later takes steps to arrange its own insurance or directs, instructs or passes a resolution that has the effect that the *agent* does not receive a commission or rebate for the placement of insurance,

then the *agreed services fee* shall be increased by an amount equivalent to the commission the *agent* would have received had the *agent* arranged the insurance cover.

- 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

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# STRATA MANAGEMENT AGENCY AGREEMENT

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.

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# STRATA MANAGEMENT AGENCY AGREEMENT

- 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).



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# STRATA MANAGEMENT AGENCY AGREEMENT

## 11. Definitions

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

<i>Act</i>	<i>Strata Schemes Management Act 2015</i> (NSW).
<i>additional services</i>	the functions and duties of the <i>owners corporation</i> set out in schedule A1 or schedule A2.
<i>additional services fee</i>	the fee for the supply by the <i>agent</i> of the <i>additional services</i> calculated according to the <i>additional services rates</i> , as varied under the <i>agreement</i> .
<i>additional services rates</i>	the rates for carrying out the <i>additional services</i> set out in schedule B, as varied under the <i>agreement</i> .
<i>agent</i>	the person described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>agent's</i> employees and contractors or any transferee under clause 7.
<i>Agents Act</i>	<i>Property, Stock and Business Agents Act 2002</i> (NSW).
<i>agreed services</i>	the functions and duties of the <i>owners corporation</i> set out in: a) schedule A1 other than those marked "No authority"; and b) schedule A2.
<i>agreed services fee</i>	the fee in <i>item 6</i> for the supply of the <i>agreed services</i> , as varied under the <i>agreement</i> .
<i>agreement</i>	this <i>agreement</i> including the particulars, schedules and attachments.
<i>charges</i>	the costs and associated fees set out in schedule B and/or schedule D, as varied under the <i>agreement</i> .
<i>CPI</i>	the All Groups consumer price index published by the Australian Bureau of Statistics for Sydney, or if that bureau stops publishing the <i>CPI</i> , then the index recommended by the Property Council of Australia as the index that most appropriately replaces the <i>CPI</i> .
<i>Development Act</i>	in relation to a freehold <i>strata scheme</i> , the <i>Strata Schemes Development Act 2015</i> (NSW).
<i>disclosure schedule</i>	schedules C1 and C2.
<i>strata committee</i>	the <i>strata committee</i> of the <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>minimum term</i>	the period or event in <i>item 3</i> : a) commencing on the commencement date; and b) expiring at the duration of the period identified or event in <i>item 3</i> .
<i>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> .

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# STRATA MANAGEMENT AGENCY AGREEMENT

*standard work*

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 *WHS Act 2011* and *WHS Regulation 2011*;

provided however:

- a) if any of these works require a principal contractor (as defined under the *WHS Act 2011* and *WHS Regulation 2011*) to be appointed then the works will be considered *Non-Standard Work*; or
- b) if there is any inconsistency between *Standard Work* and *Non-Standard Work*, the work will be interpreted as *Non-Standard Work*.

*strata scheme*

the *scheme* described on the front page of the *agreement*.

*Tribunal*

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*.

# STRATA MANAGEMENT AGENCY AGREEMENT

## Schedule A1

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

Duties and Functions as described in the Property Stock & Business Agents Regulations (Schedule 6 Clause 6).	FULL AUTHORITY WITH NO LIMITATIONS	No Authority	Full Authority Subject to Limitations as Disclosed in Schedule A2	Limited authority subject to authorisation from the Owners Corporation as disclosed in schedule B	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"/>	<input 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"/>	<input type="checkbox"/>	6(b)
Arranging building inspections and reports.	<input type="checkbox"/>	<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"/>	<input 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 <b>regulation 293 of the WHS Regulation 2011</b> 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 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"/>	<input type="checkbox"/>	6(e)
Arranging insurance cover for the <i>scheme</i> . <b>NOTE:</b> 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"/>	<input type="checkbox"/>	6(f)
Serving notices to comply with a by-law.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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"/>	<input type="checkbox"/>	6(h)
Undertaking steps necessary to recover any money owing in relation to levies.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6(i)
Representing the <i>owners corporation</i> or association in tribunal or court proceedings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6(j)
Paying accounts in relation to the <i>scheme</i> (for example, accounts for water charges, council rates and maintenance).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6(k)
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6(l)

# STRATA MANAGEMENT AGENCY AGREEMENT

## Schedule A2 \*

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

Duties and functions	Limitations on Authority e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method
Undertaking the financial management of funds and books of account.	Limited to the following: Establish and maintain trust account Issue levy notices Monitor and arrange for recovery of levy arrears Pay invoices on behalf of Owners' Corporation Pay accounts for water charges, council rates, electricity charges and other utilities Receive, acknowledge, bank and account for money paid to the owners corporation Provide monthly accounts paid summary to Treasurer Provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report Assist auditor by providing accounts and records for audit Prepare administrative fund budget and arrange for sinking fund budget Prepare estimates for the administrative and sinking funds Manage the Sinking Fund and the Administrative Fund Act as Treasurer	Included in Standard Management Fee.
Holding documents and maintaining records relating to the <i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).	Limited to the following: <ul style="list-style-type: none"> <li>- For large strata schemes (more the 100 lots) distribute minutes of meetings and resolutions of an the Strata Committee as required by the Strata Schemes Management Regulations</li> <li>- Provide disclosed legal costs to owners by as required by section 230A of the Act</li> <li>- Maintain strata roll and minutes book and other records</li> <li>- Maintain correspondence file</li> <li>- Record and retain notices under section 118, 119 and 120 of the Act</li> <li>- Issue minutes of delegated performance</li> <li>- Maintain common seal</li> <li>- Attend to routine written and oral communication</li> <li>- Liaise with nominated owners corporation and representative</li> <li>- Act as Secretary</li> </ul>	Included in Standard Management Fee and statutory certification fees in Schedule D.
Arranging building inspections and reports.	Limited to the following: <ul style="list-style-type: none"> <li>- As directed by the StrataCommittee engage an appropriately qualified consultant to undertake inspections and provide necessary reports .</li> </ul>	Additional Service fee in Schedule B.

# STRATA MANAGEMENT AGENCY AGREEMENT

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.	<p>Limited to the following:</p> <ul style="list-style-type: none"> <li>- Arrange for contractors to undertake routine repairs and maintenance of the common property and/or specified personal property vested in the Owners Corporation provided that any expenditure incurred by Whelan Property Group Pty Ltd on such matters without obtaining the approval of the Owners Corporation does not exceed \$1,000.00</li> <li>- Obtain quotations for repair, maintenance and replacement of the common property or specified personal property vested in the Owners Corporation</li> <li>- Obtain two (2) quotations for any item of proposed expenditure exceeding the amount prescribed by the Strata Schemes Management Regulations.</li> <li>- Obtain ten (10) year sinking fund forecast as required</li> <li>- Liaise with tradesmen about work to be carried out on the Strata Scheme and engage appropriately qualified tradespersons to do so</li> <li>- Arrange and execute contracts pursuant to the <i>Home Building Act 1989 (NSW)</i></li> <li>- Maintain list of tradesman who have public liability insurance and are licensed.</li> </ul>	Additional Services fee in Schedule B and D
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>owners corporation</i> of a <i>principal contractor</i> within the meaning of <b>regulation 293 of the WHS Regulation 2011</b> 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.	<p>Limited to the following:</p> <ul style="list-style-type: none"> <li>- A minuted owners corporation appointment of both a Principle Contractor and the tradesman undertaking the required Non-Standard Work; and</li> <li>- The Principle Contractor engaging and overseeing all tradespersons on Non-Standard Works.</li> </ul>	Additional service fee in Schedule B.
Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>scheme</i> .	No Limitations	Fees noted in Schedule D.
<p>Arranging insurance cover for the <i>scheme</i>.</p> <p><b>NOTE:</b> 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.</p>	<p>Limited to the following:</p> <ul style="list-style-type: none"> <li>- Prepare and lodge routine and non-routine insurance claims</li> <li>- Claims administration and other activities involved in minimisation of loss, liaison with loss adjustors and other related parties.</li> <li>- Arrange insurance valuations</li> </ul> <p>Whelan Property Group Pty Ltd is qualified to give general advice and information about insurance, not personal advice. If the Owners' Corporation requires specialist insurance advice Whelan Property Group Pty Ltd can refer the Owners Corporation to an insurance advisor. If Whelan Property Group Pty Ltd recommends that the building insurance should be placed with the insurers, the Owners' Corporation acknowledges and agrees that the recommendation is general advice (not personal advice).</p> <p>The Owners Corporation should read the Product Disclosure Statement before</p>	Additional service fee in schedule C.

# STRATA MANAGEMENT AGENCY AGREEMENT

	making a decision to purchase that insurance.	
Serving notices to comply with a by-law.	Limited to the following: - Subject to minuted instructions from the Strata Committee.	Additional service fee in Schedule B and D
Managing the sinking fund/capital works fund and the administrative fund.	Limited to the following, subject to instructions from the Strata Committee - Assist the engagement of appropriately qualified expert consultants and lawyers as directed by the Owners Corporation - Assist in organisation of all necessary inspections of common property and personal property vested in the Owners Corporation. - Assist the expert consultants and lawyers by providing access to any documentation and to assist in communication with all owners and tenants as necessary.	Additional service fee in Schedule B and D
Undertaking steps necessary to recover any money owing in relation to levies.	Limited to the following: - Levy Recovery Step 1 – Issue reminder notice at least 32 days after levy due date. - Levy Recovery Step 2 – Issue second reminder notice at least 64 days after levy due date - Levy Recovery Step 3 – Engage a lawyer/legal representative or debt recovery expert on behalf of the Owners Corporation to take all action necessary to recover any unpaid levies remaining unpaid at least 14 days after the issuing of the second reminder notice under step 2.	Additional service fee in Schedule D
Representing the <i>owners corporation</i> or association in tribunal or court proceedings.	Limited to the following: - Respond to queries regarding by-laws - Arrange and changes and registration of amendments to the by-laws of the Strata Scheme - Issue standard by-law breach letters - Preparation and lodgement of applications for mediation, adjudication, tribunal orders including the briefing or any lawyers and legal representation required on behalf of the Owners Corporation - Attendance at Mediation or Tribunal hearing on behalf of the Owners Corporation. - Preparation for any other legal matter/proceedings that the Owners Corporation may be in.	Additional Service Fee in Schedule B and D
Paying accounts in relation to the <i>scheme</i> (for example, accounts for water charges, council rates and maintenance).	Subject to any minuted instructions of the Strata Committee. Otherwise, arrange payment of all invoices.	Additional Fees in Schedule D.
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings.	Limited to the following: - Prepare a distribute agenda and minutes of all meetings - Arrange Venue for meetings (Owners Corporation's cost) - Act as Chairperson	Included in Standard Management Fee
By-Laws	Limited to the following:	Included in Standard Management Fee.

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## STRATA MANAGEMENT AGENCY AGREEMENT

	<ul style="list-style-type: none"><li>- Answer queries from the StrataCommittee about by-laws</li><li>- Issue standard letter to occupant regarding by-law breaches</li></ul>	
Compliance Matters	<p>Limited to the following:</p> <ul style="list-style-type: none"><li>- Arrange and lodge Annual Fire Safety Statement</li><li>- Arrange and lodge Annual Lift Certificate</li><li>- Arrange and Lodge Annual Cooling Tower Registration</li><li>- Arrange Swimming Pool Compliance Certificate with Council.</li><li>- Arrange for preparation and lodgement of annual tax return</li></ul>	Additional Service Fee outlined in schedule D

\* These *fees* have been negotiated between the parties to the *agreement*

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## STRATA MANAGEMENT AGENCY AGREEMENT

### Schedule B – Fees

Item	Charge (inclusive of GST)	Unit
Adjourned meeting charge	\$208.37	Per hour (min 1 hour)
Attending meeting (Mon-Thurs – Start time 8.00 AM – 6.00 PM)	\$208.37	Per hour (min 1 hour)
Attending meeting (Mon-Thurs – all other times)	\$253.55	Per hour (min 1 hour)
Meeting charge applicable to all meetings after 8pm	\$280.00	Per hour (min 1 hour)
Attending meeting on weekend or public holiday	\$385.87	Per hour
Stratacommittee meeting by written vote	\$104.74	Per meeting
Hourly rate for accounting and administrative staff	\$104.74	Per hour
Hourly rate for Tax agent	\$208.37	Per hour
Hourly rate for strata manager	\$176.40	Per hour
Hourly rate for senior strata manager (Licensed)	\$208.37	Per hour
Hourly rate for principal/director	\$264.60	Per hour

\*These fees have been negotiated between the parties to the *agreement*



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## STRATA MANAGEMENT AGENCY AGREEMENT

### Schedule C - Disclosure schedule

Schedule C1 - The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
Strata Unit Underwriters	Up to 20% of base premium or 40% of net brokerage fee	Also noted on scheme's AGM notice paper
Austbrokers / Coverforce Insurance Brokers	Up to 20% of base premium or 40% of net brokerage fee	Also noted on scheme's AGM notice paper
CHU Underwriting Agencies	Up to 20% of base premium or 40% of net brokerage fee	Also noted on scheme's AGM notice paper

# STRATA MANAGEMENT AGENCY AGREEMENT

## Schedule D - Charges and associated fees\*

Item	Charge (inclusive of GST)	Unit
Archive storage and administration	\$5.32	Per box per month
ABN & GST registration	\$109.98	Per lodgement
Apply common seal	\$25.46	Per contract
Business activity statement	\$225.73	Per statement
Certificate under Section 184	As per act	Per certificate
Certificate under Section 184 (utility lot) -	As per act	Per certificate
Courier & Express Post	At cost + 10%	Per item
Creditor approval system by Strata Committee (if request)	\$5.00	Per month
Electronic data storage	\$1.32	Per lot per month
E-mail service	Included	Included
Fax incoming / sending	Included	Included
Inspecting records	At cost	As per act
Issue levy notice (incl. Postage)	Included	Per lot per levy
Issue and striking of special levy	\$3.18	Per lot per levy
Issue levy notice (via email)	Nil	Per lot per levy
Issue key	\$12.74	Per key
Issue written confirmation of work/quotation requested	\$12.02	Per item
Key register	Included	Per lot per annum
Paying creditors (inc. postage)	\$3.82	Per cheque
Paying creditors (EFT)	\$0.69	Per item
Photocopying, collating & stapling	\$0.55	Per copy
Postage & handling – small (up to 7 pages) – Beyond included items	\$3.18	Per envelope
Postage & handling – medium (7 pages to 19) - Beyond included items	\$4.35	Per envelope
Postage & handling – large (20 pages up) - Beyond included items	\$5.50	Per envelope
Processing stop payments, and dishonoured cheques	At cost	Per transaction
Providing minute book	\$63.67	Per book
Providing certificate of insurance	Included	Per item
Telephone calls In / Out	Included	Per lot Per month
After Hours Calls / Emergency Calls	\$150.15	Per After Hours Call
Tax return (preparation and lodgement)	\$260.46	Per lodgement
Tax portal update	\$109.98	Per update
<b>Levy collection (recovery)</b>		
Debt recovery – first notice	\$35.24	Per item
Debt recovery – final notice	\$55.57	Per item
Debt recovery – referral to legal	\$84.48	Per item

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## STRATA MANAGEMENT AGENCY AGREEMENT

Certification / form lodgment / defects		
Term deposit placement	\$50.94	Per lodgement
Lift – work cover certification	\$79.87	Per lodgement
Fire certification (Form 15) annual	\$254.68	Per lodgement
Arranging rectification of defects	\$218.79	Per hour
Work, Health and Safety	\$218.79	Per hour
Swimming pool registration	\$109.98	Per registration
Issue notice to comply (including common seal)	\$90.29	Per item
Make application to office of fair trading / government	\$90.29	Per application
Project management – manage non-routine projects	\$218.79	Per hour
Trades Compliance	\$111.00	Per annum

\* These *fees* and *charges* have been negotiated between the parties to the *agreement*

### Attendance at meetings

The above fee includes attendance at the Annual General Meeting (AGM) and concurrent committee meeting (commencing at or before 6.00 pm, Monday-Thursday and held on-site or in our office).

- 1 hour attendance of your Strata Manager.
- Chairing of the meeting (if directed) by your Strata Manager.
- Preparation of the Agenda by your Strata Manager in conjunction with your committee
- Preparation and circulation of Minutes and motions by your Strata Manager.

### Postage

- Notice of the Annual General meeting
- Minutes of the Annual General meeting
- 4 (Quarterly) Levies per year

### Photocopying

- Notice of the Annual General meeting
- Minutes of the Annual General meeting

### Other items

- Emails (send and received)
- Telephone calls
- Issue levy notices

**STRATA COMMITTEE  
NOMINATION FORM AND CANDIDATE PROFILE**

**STRATA PLAN 56790 | 506-514 BOTANY ROAD, BEACONSFIELD**

I nominate the following person for election to the strata committee pursuant with Schedule 1, Clause 5 of the Strata Schemes Management Act 2015.

**Proposer:**

Name: \_\_\_\_\_ Lot number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Nominee:**

Name: \_\_\_\_\_ Lot number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Note:** This form must be signed by the proposer and the nominee and be returned to Whelan Property Group by email to ([emma@whelanproperty.com.au](mailto:emma@whelanproperty.com.au)) or by fax to 02 9281 9915.

**Nominee's profile:**

What skills do you bring to the committee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What committee experience do you have: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Why should you be elected: \_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Form 1 Proxy appointment**

(Clause 13 Strata Schemes Management Regulation 2016)

Date \_\_\_\_\_  
I/We \_\_\_\_\_  
the owners of lot \_\_\_\_\_  
in Strata Plan No \_\_\_\_\_  
appoint \_\_\_\_\_  
of \_\_\_\_\_  
as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).

I/We appoint \_\_\_\_\_  
as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings)  
if \_\_\_\_\_ already holds the maximum number of proxies that may be accepted.

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	

\*Tick or tick and complete whichever applies

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

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

\*2 This form authorises the proxy to vote on my/our behalf on the following matters only:

\_\_\_\_\_

\_\_\_\_\_

[Specify the matters and any limitations on the manner in which you want the proxy to vote.]

\*Delete paragraph 1 or 2, whichever does not apply.

\*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:

\_\_\_\_\_

\_\_\_\_\_

\*Delete paragraph 3 if proxy is not authorised to vote on this matter. For examples, read note 1 below.

\*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.

Signature of owner/s \_\_\_\_\_

**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.



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

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[www.whelanproperty.com.au](http://www.whelanproperty.com.au)

THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS AND TENANTS IN  
STRATA PLAN 56790 | GREEN SQUARE GARDENS, 506-514 BOTANY ROAD BEACONSFIELD NSW 2015

<b>MINUTES OF ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 56790</b>	
Meeting Title	Annual General Meeting
Strata Plan Number	56790
Date & Venue	Wednesday 23 <sup>rd</sup> October 2019 in the Common Area Courtyard at 506-514 Botany Road, Beaconsfield
Start Time	6:00 PM – There was no quorum present within half-hour. The chairperson declared the persons present in person or via proxy constitutes a quorum in accordance with Schedule 1, Clause 17 (4) (b) of the Strata Scheme Management Act 2015. The meeting commenced and opened at 6.30 PM.
Finish Time	7:38PM
Present & Via Proxy	Lot/s: 1, 4, 7, 15, 20, 37, 44 & 46
In Attendance	Whelan Property Group: Emma LeFevre and Araz Demirian
Chairperson	Emma LeFevre - Whelan Property Group

**A. MEETING ADMINISTRATION**

Attendance, Apologies, Proxies and Voting Rights.

**1.0 PREVIOUS MINUTES**

**RESOLVED:** That the Minutes of the last General Meeting of the Owners Corporation be confirmed as a true record and account of the proceedings of that Meeting.

**2.0 KEY FINANCIAL INFORMATION**

**RESOLVED:** That the Audited key financial information for the Administrative Fund, Capital Works Fund and any other fund circulated with this agenda be adopted.

**3.0 APPOINTMENT OF AN AUDITOR**

**RESOLVED:** That the Owners Corporation appoint an Auditor for the financial period ending the **31st May 2020**.

**4.0 BUDGET AND LEVIES**

**4.1 Administrative and Capital Work Funds**

**AMENDED & RESOLVED:** That pursuant to section 79(2) and 81 of the “Strata Schemes Management Act 2015” the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year **01/06/2019 to 31/05/2020** set out in the budget circulated with the agenda.

*Meeting Note: The Capital Works Fund amount was amended due to the quotations approved in motion 15 and 16. The Owners at the meeting agreed to have an allowance in the budget for both the entry and exit garage doors replacement if the contractor can provide a reasonable quotation.*

#### 4.2 Levy Contributions

**AMENDED & RESOLVED:** That pursuant to section 81 of the Strata Schemes Management Act 2015, the owner corporation determines the following amounts to be levied in 4 unequal instalments:

■ Administrative Fund	\$146,850.00	Inc. GST per annum
■ Capital Works Fund	\$ 55,550.00	Inc. GST per annum

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Capital Works	Total
1	July	2019	Yes	\$43,182.00	\$556.10	\$43,738.10
2	October	2019	Yes	\$43,184.50	\$558.30	\$43,742.80
3	Janurary	2020	No	\$30,241.75	\$27,217.80	\$57,459.55
4	April	2020	No	\$30,241.75	\$27,217.80	\$57,459.55
				<b>\$146,850.00</b>	<b>\$55,550.00</b>	<b>\$202,400.00</b>

#### 4.3 Levy Contributions – Administration/Capital Works

**AMENDED & RESOLVED:** That the first levy instalment due in the next financial year **1 July 2020** be struck pursuant to section 81 of the Strata Schemes Management Act 2015 as follows:

■ Administrative Fund	\$36,712.50	per quarter (GST Inclusive)
■ Capital Works Fund	\$16,500.00	per quarter (GST Inclusive)

#### 4.4 Levy Notices

**RESOLVED:** That both contributions be levied by notice from Whelan Property Group Pty Limited as the delegated Treasurer of the Owners Corporation pursuant with the Strata Managing Agency Agreement.

### 5.0 OVERDUE LEVY COLLECTION

**RESOLVED:** That the Owners Corporation resolves for the purpose of collecting unpaid levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do all things necessary to pursue unpaid levies including commencing and maintaining debt recovery proceedings for the collection of outstanding levies, which may require the appointment of a legal practitioner or debt collection agent to manage the debt collection process.

### 6.0 PAYMENT PLANS

**RESOLVED:** That pursuant to section 85(5) of the *Strata Schemes Management Act 2015*, the Owners Corporation authorises the Strata Managing Agent and/or 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 are due.

## 7.0 STRATA AGENT COMMISSIONS

**RESOLVED:** That the Strata Managing Agent confirms receipt of the following commissions:

Insurance Commission	\$3,858.77 GST inclusive
Training Commission	Nil
All Other Commissions	Nil

It is anticipated that similar commissions will be received in the ensuing year.

## 8.0 INSURANCE CONFIRMATION

**RESOLVED:** That the Owners Corporation insurances as circulated with this agenda be confirmed and that the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to do so at a Strata Committee Meeting.

## 9.0 BUILDING VALUATION

**RESOLVED:** That Whelan Property Group Pty Limited is instructed to obtain a building valuation for insurance purposes and adjust the sum insured to reflect the valuation.

### NOTE

- Last valuation undertaken **16<sup>th</sup> March 2015**
- Refer to attached for breakdown of current insurance policy

## 10.0 RENEWAL OF INSURANCES

**RESOLVED:** That Whelan Property Group Pty Limited is given a standing direction to renew the insurance policy in the absence of instructions from the Strata Committee as at the date of renewal.

## 11.0 STRATA COMMITTEE ELECTION

**RESOLVED:** That the Chairperson call for nominations for the Strata Committee and then determine the number of members that will constitute the Committee.

Lot	Names
1	Yiwei Liu
4	John Shepherd
37	James O'Dwyer
44	Ulysses Maclaren
46	Nader Barsoum

## 12.0 CAPITAL WORKS FUND FORECAST/WHS REPORT AND ASBESTOS REPORT

**MOTION:** That the Owners Corporation authorise and instruct Whelan Property Group Pty Limited to obtain the following:

- (a) **MOTION DEFEATED:** Capital Works Fund Forecast/ Review  
That the Owners Corporation Obtains a Capital Works Fund 10 year plan.  
**Last report obtained on:** 14<sup>th</sup> June 2017



(b) **MOTION DEFEATED:** Work Health & Safety Report/ Update

That “Work Health and Safety Act” requires the Owners Corporation to ensure the common areas provide a safe environment for all contractors, owners, occupiers and visitors passing through common property.

**Last report obtained on:** January 2010

(c) **RESOLVED:** Asbestos Management Report/ Obtain

The “Work Health and Safety Act 2011” requires the controller of a work place to obtain an asbestos report identifying all areas where Asbestos may be found and requires an asbestos register and management plan to be kept on site and provided to all trades undertaking works at a property.

### 13.0 RESTRICTED MATTERS

**RESOLVED:** That the Owners Corporation place a restriction of a \$10,000 limit on any items that has not been specifically budgeted for in the Annual budget. Any item that is outside of the budget and exceeds \$10,000 must come to a General Meeting of the Owners Corporation.

### 14.0 ANNUAL FIRE SAFETY STATEMENT

**RESOLVED:** That the Owners Corporation resolves to consider the Annual Fire Safety Statement (if one is required for the building) under the Environmental Planning and Assessment act 1979 and authorises the Strata Managing Agent and/or Strata Committee to make arrangements for obtaining the next Annual Fire Safety Statement.

### 15.0 GARAGE DOOR REPAIR

**15.1 RESOLVED:** That the Owners Corporation resolves to approve the quotation provided by All Gate Auto Doors & Gates Pty Limited, to replace the garage door motor, tracks and springs for the sum of \$7,724.00 Exclusive of GST.

*Meeting Note:* The Owners Corporation would like to approach All Gate Auto Doors & Gates to seek if they would provide a discounted quote for the replacement of both the entry and exit garage door for consideration. This is to be put to the Strata Committee to decide on and to ensure that this is completed in time to comply with the NCAT order.

**15.2 MOTION DEFEATED:** That the Owners Corporation resolves to approve the quotation provided by Magic Door Industries Pty Ltd, to replace the garage door and motor for the sum of \$9,355.00 Exclusive of GST.

### 16.0 LOT 1 BATHROOM REPAIR

**16.1 MOTION DEFEATED:** That the Owners Corporation resolves to approve the quotation provided by Rescue U Plumbing Sydney Pty Ltd, to repair Lot 1 defective bathroom works for the sum of \$5,670.00 Exclusive of GST.

**16.2 RESOLVED:** That the Owners Corporation resolves to approve the quotation provided by Aqua Flush Plumbing Pty Ltd, to Lot 1 defective bathroom works for the sum of \$3,650.00 Exclusive of GST.

**16.3 MOTION DEFEATED:** That the Owners Corporation resolves to approve the quotation provided by The Pipelining Specialist Pty Ltd, to Lot 1 defective bathroom works for the sum of \$6,500.00 Exclusive of GST.

#### **17.0 ELECTRONIC VOTING**

**RESOLVED:** That the Owners – Strata Plan 56790 resolve to adopt the following alternate means of voting at meetings of the Owners Corporation and/or meetings of the Strata Committee:

- voting by means of teleconference, video-conferencing, email or other electronic means
- Voting by means of email or other electronic means before the meeting at which the matter (not being an election) is to be determined by the Owners Corporation or Committee as set out in the meeting notice for the respective General Meeting or Committee Meeting.

#### **18.0 STRATA MANAGING AGENCY AGREEMENT**

**AMENDED & RESOLVED:** That the Owners Corporation appoint Whelan Property Group Pty Limited as the Managing Agent of Strata Plan 56790 for a further 2 year and that the Common Seal be affixed pursuant to Section 273 of the Strata Schemes Management Act, 2015 to the Agency Agreement circulated with the agenda, which incorporate instruments appointing Whelan Property Group Pty Limited and delegating all the powers, authorities, duties and functions referred to therein.

#### **MEETING CLOSURE**

The Chairperson declared the meeting closed with no further business at 7.38 pm.

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**CHAIRPERSON**

---

**DATE**

THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN  
STRATA PLAN 56790 | GREEN SQUARE GARDENS, 506-514 BOTANY ROAD BEACONSFIELD NSW 2015

<b>MINUTES OF A STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 56790</b>	
Meeting Title	Strata Committee Meeting
Strata Plan Number	56790
Date and Venue	Wednesday 23 <sup>rd</sup> October 2019 in the Common Area Courtyard at 506-514 Botany Road, Beaconsfield
Start Time	7:38PM
Finish Time	7:40PM
Present	Strata Committee: Lots: 1 Y. Liu; 4 J. Shepherd; 37 J. O'Dwyer & 46 N. Barsoum
In Attendance	Whelan Property Group: Emma LeFevre and Araz Demirian
Chairperson	Emma LeFevre (y Invitation)

#### **A. MEETING ADMINISTRATION**

Attendance, Apologies, Proxies and Voting Rights.

#### **1.0 PREVIOUS MINUTES**

**RESOLVED:** That the Minutes of the last Strata Committee Meeting be confirmed as true record and account of the proceedings of that meeting.

#### **2.0 OFFICE BEARERS**

**RESOLVED:** That the Secretary, Treasurer and Chairperson of the Strata Committee be appointed.

<b>Lot</b>	<b>Name</b>	<b>Position</b>
44	Ulysses Maclaren	Chairperson
46	Nader Barsoum	Treasurer
47	Mark Bowes	Secretary

#### **3.0 STRATA COMMITTEE REPRESENTATIVES**

**RESOLVED:** That the Strata Committee elect All Strata Committee Members a representatives to be the nominated contact person(s) to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee.

#### **4.0 MEETING CLOSURE**

The Chairperson declared the meeting closed with no further business at 7.40 pm.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**DATE**



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

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THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS AND TENANTS IN  
STRATA PLAN 56790 | GREEN SQUARE GARDENS, 506-514 BOTANY ROAD BEACONSFIELD NSW 2015

MINUTES OF ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 56790	
Meeting Title	Annual General Meeting
Strata Plan Number	56790
Date & Venue	Tuesday, 27 <sup>th</sup> October 2020 via Video Conference
Start Time	6:00 PM – There was no quorum present within half-hour. The chairperson declared the persons present in person or via proxy constitutes a quorum in accordance with Schedule 1, Clause 17 (4) (b) of the Strata Scheme Management Act 2015. The meeting commenced and opened at 6.30 PM.
Finish Time	6:46 PM
Present & Via Proxy	Lot/s: 1, 2, 4, 11, 15, 23, 24, 26, 27, 28, 29, 30, 37 & 45
In Attendance	Whelan Property Group: Elizabeth Avery
Chairperson	Elizabeth Avery - Whelan Property Group

**A. MEETING ADMINISTRATION**

Attendance, Apologies, Proxies and Voting Rights.

**1.0 PREVIOUS MINUTES**

**RESOLVED:** That the Minutes of the last General Meeting of the Owners Corporation be confirmed as a true record and account of the proceedings of that Meeting.

**2.0 KEY FINANCIAL INFORMATION**

**RESOLVED:** That the Audited key financial information for the Administrative Fund, Capital Works Fund and any other fund circulated with this agenda be adopted.

**3.0 APPOINTMENT OF AN AUDITOR**

**RESOLVED:** That the Owners Corporation appoint an Auditor for the financial period ending the 31st May 2021.

**4.0 BUDGET AND LEVIES**

**4.1 Administrative and Capital Work Funds**

**RESOLVED:** That pursuant to section 79(2) and 81 of the “*Strata Schemes Management Act 2015*” the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 01/06/2020 to 31/05/2021 set out in the budget circulated with the agenda.

#### 4.2 Levy Contributions

**RESOLVED:** That pursuant to section 81 of the Strata Schemes Management Act 2015, the owner corporation determines the following amounts to be levied in 4 unequal instalments:

■ Administrative Fund	\$146,850.00	Inc. GST per annum
■ Capital Works Fund	\$ 61,050.00	Inc. GST per annum

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Capital Works	Total
1	July	2020	Yes	\$36,715.10	\$16,500.70	\$53,215.80
2	October	2020	Yes	\$36,716.30	\$16,504.20	\$53,220.50
3	Janurary	2021	No	\$36,709.30	\$14,022.55	\$50,731.85
4	April	2021	No	\$36,709.30	\$14,022.55	\$50,731.85
				<b>\$146,850.00</b>	<b>\$61,050.00</b>	<b>\$207,900.00</b>

#### 4.3 Levy Contributions – Administration/Capital Works

**RESOLVED:** That the first levy instalment due in the next financial year **1 July 2021** be struck pursuant to section 81 of the Strata Schemes Management Act 2015 as follows:

■ Administrative Fund	\$36,709.30	per quarter (GST Inclusive)
■ Capital Works Fund	\$14,022.55	per quarter (GST Inclusive)

#### 4.4 Levy Notices

**RESOLVED:** That both contributions be levied by notice from Whelan Property Group Pty Limited as the delegated Treasurer of the Owners Corporation pursuant with the Strata Managing Agency Agreement.

### 5.0 OVERDUE LEVY COLLECTION

**RESOLVED:** That the Owners Corporation resolves for the purpose of collecting unpaid levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do all things necessary to pursue unpaid levies including commencing and maintaining debt recovery proceedings for the collection of outstanding levies, which may require the appointment of a legal practitioner or debt collection agent to manage the debt collection process.

### 6.0 PAYMENT PLANS

**RESOLVED:** That pursuant to section 85(5) of the *Strata Schemes Management Act 2015*, the Owners Corporation authorises the Strata Managing Agent and/or 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 are due.

## 7.0 STRATA AGENT COMMISSIONS

**RESOLVED:** That the Strata Managing Agent confirms receipt of the following commissions:

Insurance Commission	\$3,858.77 GST inclusive
Training Commission	Nil
All Other Commissions	Nil

It is anticipated that similar commissions will be received in the ensuing year.

## 8.0 INSURANCE CONFIRMATION

**RESOLVED:** That the Owners Corporation insurances as circulated with this agenda be confirmed and that the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to do so at a Strata Committee Meeting.

## 9.0 BUILDING VALUATION

**DEFEATED:** That Whelan Property Group Pty Limited is instructed to obtain a building valuation for insurance purposes and adjust the sum insured to reflect the valuation.

### NOTE

- Last valuation undertaken **16<sup>th</sup> December 2019**
- Refer to attached for breakdown of current insurance policy

## 10.0 RENEWAL OF INSURANCES

**RESOLVED:** That Whelan Property Group Pty Limited is given a standing direction to renew the insurance policy in the absence of instructions from the Strata Committee as at the date of renewal.

## 11.0 STRATA COMMITTEE ELECTION

**RESOLVED:** That the number of Strata Committee be set at four (4) and those elected for the ensuring year are:

Lot	Elected Person
1	K. Liu
2	M. Nursalim
4	J. Shepherd
37	J. O'Dwyer

## 12.0 CAPITAL WORKS FUND FORECAST/WHS REPORT

**DEFEATED:** That the Owners Corporation authorise and instruct Whelan Property Group Pty Limited to obtain the following:

### (a) Capital Works Fund Forecast/ Review

That the Owners Corporation Obtains a Capital Works Fund 10 year plan.

**Last report obtained on:** 14<sup>th</sup> June 2017

(b) Work Health & Safety Report/ Update

That “*Work Health and Safety Act*” requires the Owners Corporation to ensure the common areas provide a safe environment for all contractors, owners, occupiers and visitors passing through common property.

**Last report obtained on:** January 2010

**13.0 RESTRICTED MATTERS**

**RESOLVED:** That the Owners Corporation decides that any matter or type of matter which has not been budgeted for and will require expenditure of \$10,000.00 or over is to be determined only by the owners corporation in a general meeting, pursuant to Schedule 1 Clause 6(a) and 9(i) of the “*Strata Scheme Management Act 2015*”.

**14.0 ANNUAL FIRE SAFETY STATEMENT**

**RESOLVED:** That the Owners Corporation resolves to consider the Annual Fire Safety Statement (if one is required for the building) under the Environmental Planning and Assessment Act 1979 and authorises the Strata Managing Agent and/or Strata Committee to make arrangements for obtaining the next Annual Fire Safety Statement.

**15.0 LED LIGHTING UPGRADE**

**RESOLVED:** That the Owners Corporation resolves to accept the quotation from Green Connection Group to install the LED lighting upgrade in the car park for the amount of \$9,891.88 including GST.

**16.0 LED LIGHTING UPGRADE**

**RESOLVED:** That the Owners Corporation resolves to accept the quotation from GPRD Global to implement an automated carbon monoxide monitoring system in the car park for the amount of \$4,904.90 including GST.

**General Business:**

Bike racks: The owners discussed options to move the bike racks as they are close to parked cars and risk scratching them. The matter has been referred to the committee and will be formally resolved at a future meeting.

Garage Door: The garage door is broken again and should be fixed under warranty. Strata Manager to arrange this.

Garbage Gate B: The owners instructed Whelan to repair the garbage gate B as it is bent and has yellow paint marks on it.

**MEETING CLOSURE**

The Chairperson declared the meeting closed with no further business at 6:46 pm.

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**CHAIRPERSON**

---

**DATE**

THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN STRATA PLAN 56790 | GREEN SQUARE GARDENS, 506-514 BOTANY ROAD BEACONSFIELD NSW 2015

<b>MINUTES OF A STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 56790</b>	
Meeting Title	Strata Committee Meeting
Strata Plan Number	56790
Date and Venue	Tuesday, 27 <sup>th</sup> October 2020 via Video Conference
Start Time	6:46 PM
Finish Time	6:52 PM
Present	Strata Committee: Lots: 1, 2, 4 & 37
In Attendance	Whelan Property Group: Elizabeth Avery
Chairperson	Elizabeth Avery

#### **A. MEETING ADMINISTRATION**

Attendance, Apologies, Proxies and Voting Rights.

#### **1.0 PREVIOUS MINUTES**

**RESOLVED:** That the Minutes of the last Strata Committee Meeting be confirmed as true record and account of the proceedings of that meeting.

#### **2.0 OFFICE BEARERS**

**RESOLVED:** That the following members of the Strata Committee be appointed:

Lot	Office Bearer	Role
2	M. Nursalim	Treasurer
37	J. O'Dwyer	Secretary
1	K. Liu	Chairperson

#### **3.0 STRATA COMMITTEE REPRESENTATIVES**

**RESOLVED:** That the Strata Committee elect John Shepherd (Lot 4) as the representative to be the nominated contact person to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee.

#### **4.0 MEETING CLOSURE**

The Chairperson declared the meeting closed with no further business at 6:52 pm.

\_\_\_\_\_  
**CHAIRPERSON**





**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

---

**DATE**



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

**WHELAN PROPERTY GROUP**

ABN: 28 116 912 488  
PO BOX 75, STRAWBERRY HILLS NSW 2012  
277 PYRMONT STREET, ULTIMO NSW 2007  
T: 02 9219 4111 | F: 02 9281 9915  
E: strata@whelanproperty.com.au  
[www.whelanproperty.com.au](http://www.whelanproperty.com.au)

THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS AND TENANTS IN  
STRATA PLAN 56790 | GREEN SQUARE GARDENS, 506-514 BOTANY ROAD BEACONSFIELD NSW 2015

<b>MINUTES OF ANNUAL GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 56790</b>	
Meeting Title	Annual General Meeting
Strata Plan Number	56790
Date & Venue	Monday, 9 <sup>th</sup> August 2021 via Video Conference
Start Time	5:30 PM – There was no quorum present within half-hour. The chairperson declared the persons present in person or via proxy constitutes a quorum in accordance with Schedule 1, Clause 17 (4) (b) of the Strata Scheme Management Act 2015. The meeting commenced and opened at 6:00 PM.
Finish Time	6:30 PM
Present & Via Proxy	Lot/s: 1, 2 & 15
In Attendance	Whelan Property Group: Elizabeth Avery
Chairperson	Elizabeth Avery - Whelan Property Group

**A. MEETING ADMINISTRATION**

Attendance, Apologies, Proxies and Voting Rights.

**1.0 PREVIOUS MINUTES**

**RESOLVED:** That the Minutes of the last General Meeting of the Owners Corporation be confirmed as a true record and account of the proceedings of that Meeting.

**2.0 KEY FINANCIAL INFORMATION**

**RESOLVED:** That the Audited key financial information for the Administrative Fund, Capital Works Fund and any other fund circulated with this agenda be adopted.

**3.0 APPOINTMENT OF AN AUDITOR**

**RESOLVED:** That the Owners Corporation appoint an Auditor for the financial period ending the 31st May 2022.

**4.0 BUDGET AND LEVIES**

**4.1 Administrative and Capital Work Funds**

**RESOLVED:** That pursuant to section 79(2) and 81 of the “*Strata Schemes Management Act 2015*” the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 01/06/2021 to 31/05/2022 set out in the budget circulated with the agenda.

#### 4.2 Levy Contributions

**RESOLVED:** That pursuant to section 81 of the Strata Schemes Management Act 2015, the owner corporation determines the following amounts to be levied in 4 unequal instalments:

■ Administrative Fund	\$146,850.00	Inc. GST per annum
■ Capital Works Fund	\$ 61,050.00	Inc. GST per annum

This strata scheme is registered for GST.

Number	Levy Period	Year	Issued	Administration	Capital Works	Total
1	July	2021	Yes	\$36,710.80	\$14,025.10	\$50,735.90
2	October	2021	No	\$36,713.07	\$15,674.97	\$52,388.04
3	January	2022	No	\$36,713.07	\$15,674.97	\$52,388.04
4	April	2022	No	\$36,713.06	\$15,674.96	\$52,388.02
				<b>\$146,850.00</b>	<b>\$61,050.00</b>	<b>\$207,900.00</b>

#### 4.3 Levy Contributions – Administration/Capital Works

**RESOLVED:** That the first levy instalment due in the next financial year **1 July 2022** be struck pursuant to section 81 of the Strata Schemes Management Act 2015 as follows:

■ Administrative Fund	\$36,713.07	per quarter (GST Inclusive)
■ Capital Works Fund	\$15,674.97	per quarter (GST Inclusive)

#### 4.4 Levy Notices

**RESOLVED:** That both contributions be levied by notice from Whelan Property Group Pty Limited as the delegated Treasurer of the Owners Corporation pursuant with the Strata Managing Agency Agreement.

### 5.0 OVERDUE LEVY COLLECTION

**RESOLVED:** That the Owners Corporation resolves for the purpose of collecting unpaid levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do all things necessary to pursue unpaid levies including commencing and maintaining debt recovery proceedings for the collection of outstanding levies, which may require the appointment of a legal practitioner or debt collection agent to manage the debt collection process.

### 6.0 PAYMENT PLANS

**RESOLVED:** That pursuant to section 85(5) of the *Strata Schemes Management Act 2015*, the Owners Corporation authorises the Strata Managing Agent and/or 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 are due.

## 7.0 STRATA AGENT COMMISSIONS

**RESOLVED:** That the Strata Managing Agent confirms receipt of the following commissions:

Insurance Commission	\$3,858.77 GST inclusive
Training Commission	Nil
All Other Commissions	Nil

It is anticipated that similar commissions will be received in the ensuing year.

## 8.0 INSURANCE CONFIRMATION

**RESOLVED:** That the Owners Corporation insurances as circulated with this agenda be confirmed and that the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to do so at a Strata Committee Meeting.

## 9.0 BUILDING VALUATION

**DEFEATED:** That Whelan Property Group Pty Limited is instructed to obtain a building valuation for insurance purposes and adjust the sum insured to reflect the valuation.

### NOTE

- Last valuation undertaken **16<sup>th</sup> December 2019**
- Refer to attached for breakdown of current insurance policy
- Strata Manager advised that insurance valuations should be obtained annually

## 10.0 RENEWAL OF INSURANCES

**RESOLVED:** That Whelan Property Group Pty Limited is given a standing direction to renew the insurance policy in the absence of instructions from the Strata Committee as at the date of renewal.

## 11.0 STRATA COMMITTEE ELECTION

**RESOLVED:** That the number of Strata Committee be set at three (3) and those elected for the ensuing year are:

Lot	Elected Person
1	K. Liu
2	M. Nursalim
15	B. Abbott

## 12.0 CAPITAL WORKS FUND FORECAST/WHS REPORT

**DEFEATED:** That the Owners Corporation authorise and instruct Whelan Property Group Pty Limited to obtain the following:

- (a) Capital Works Fund Forecast/ Review  
That the Owners Corporation Obtains a Capital Works Fund 10 year plan.  
**Last report obtained on:** 14<sup>th</sup> June 2017

(b) Work Health & Safety Report/ Update

That “*Work Health and Safety Act*” requires the Owners Corporation to ensure the common areas provide a safe environment for all contractors, owners, occupiers and visitors passing through common property.

**Last report obtained on:** January 2010

**13.0 RESTRICTED MATTERS**

**RESOLVED:** That the Owners Corporation decides “if any matter or type of matter is to be determined only by the owners corporation in a general meeting” pursuant to Schedule 1 Clause 6(a) and 9(i) of the “*Strata Scheme Management Act 2015*”.

*Note: a restriction of \$10,000.00 for unbudgeted items be placed on the Strata Committee*

**14.0 ANNUAL FIRE SAFETY STATEMENT**

**RESOLVED:** That the Owners Corporation resolves to consider the Annual Fire Safety Statement (if one is required for the building) under the Environmental Planning and Assessment Act 1979 and authorises the Strata Managing Agent and/or Strata Committee to make arrangements for obtaining the next Annual Fire Safety Statement.

**15.0 MANAGING AGENCY AGREEMENT**

**RESOLVED:** That the Owners – Strata Plan 56790 resolve to appoint Whelan Property Group Pty Limited as the Managing Agent of the Owners Corporation of Strata Plan 56790 for a further 3 years and that the Common Seal be affixed pursuant to Section 273 of the *Strata Schemes Management Act 2015* to the Agency Agreement circulated with the agenda, which incorporate instruments appointing Whelan Property Group Pty Limited and delegating all the powers, authorities, duties and functions referred to therein.

**16.0 MATTERS ARISING**

**RESOLVED:** That the Owners Corporation discuss any matters arising at the property and determine any action to be taken.

**MEETING CLOSURE**

The Chairperson declared the meeting closed with no further business at 6:23 pm.

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**CHAIRPERSON**

---

**DATE**

THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN  
STRATA PLAN 56790 | GREEN SQUARE GARDENS, 506-514 BOTANY ROAD BEACONSFIELD NSW 2015

<b>MINUTES OF A STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 56790</b>	
Meeting Title	Strata Committee Meeting
Strata Plan Number	56790
Date and Venue	Monday, 9 <sup>th</sup> August 2021 via Video Conference
Start Time	6:30 PM
Finish Time	6:35 PM
Present	Strata Committee: Lots: 1, 2 & 15
In Attendance	Whelan Property Group: Elizabeth Avery
Chairperson	Elizabeth Avery

#### **A. MEETING ADMINISTRATION**

Attendance, Apologies, Proxies and Voting Rights.

#### **1.0 PREVIOUS MINUTES**

**RESOLVED:** That the Minutes of the last Strata Committee Meeting be confirmed as true record and account of the proceedings of that meeting.

#### **2.0 OFFICE BEARERS**

**RESOLVED:** That the following members of the Strata Committee be appointed:

Lot	Office Bearer	Role
2	M. Nursalim	Treasurer
15	C. Abbott	Secretary
1	K. Liu	Chairperson

#### **3.0 STRATA COMMITTEE REPRESENTATIVES**

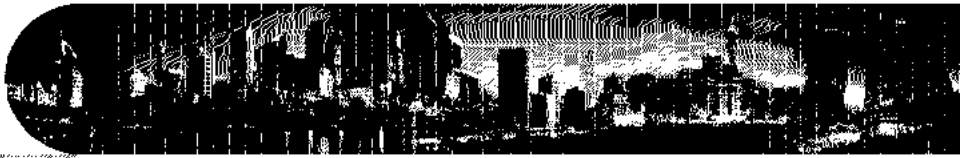
**RESOLVED:** That the Strata Committee elect Karolyn Liu (Lot 1) as the representative to be the nominated contact person to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee.

#### **4.0 MEETING CLOSURE**

The Chairperson declared the meeting closed with no further business at 6:24 pm.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**DATE**



# CAPITAL WORKS FUND PLAN

## GREEN SQUARE GARDENS

506-514 Botany Road

Alexandria NSW 2015

Strata Plan 56790



### Report details

Inspection date:	14/06/2017
Inspector:	Michael Valdivia



26 June 2017

The Executive Committee  
Strata Plan 56790  
506-514 Botany Road  
Alexandria NSW 2015

Dear Committee Members,

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

Based on our survey of your property, we have determined that the current contributions are higher than is necessary to cover the forecasted capital works fund expenses. As such, the Owners Corporation may reduce its levies to the levels shown in this report.

This plan should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements, and any discrepancies between the forecast and actual capital works fund balances. Regular updates also create peace of mind and assist the Owners Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

**Key Report Data Levies Summary – First Financial Year**

Levy Per Unit Entitlement (Total capital works fund levy divided by unit entitlements)	\$44.00
Total Unit Entitlements	2000
Total Capital Works Fund Levy	\$88,000.00

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.
<b>Owners Report Summary</b>	<b>Section 1</b>
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph with New Levies	3
15 Year Cash Flow Tracking & Graph with Old Levies	4
<b>Report Detail</b>	<b>Section 2</b>
15 Year Anticipated Expenditure Table	5
Building Data List from Property Inspection	8
Inspector's Building Report & Building Specific Report Notes	11
Report Notes	13

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Yours sincerely,

The Team at Solutions in Engineering



## Building Details & Report Inputs

### Supplied information

Building Name	Green Square Gardens
Building Address	506-514 Botany Road Alexandria NSW 2015
Strata Plan (SP) No	56790
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	1998
Number of Unit Entitlements	2000
Number of Units	50
Estimated Starting Capital Works Fund Balance	\$133,107
Starting date of Financial Year for Report	1/06/2016
GST Status	Registered for GST
Current Capital Works Fund Levy per Lot Entitlement (Inc. GST)	\$44.00

### 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 capital works 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 plan 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	31/05/2017	88,000.00	8,000.00	44.00	4.00	11.00	1.00
2	31/05/2018	90,728.00	8,248.00	45.36	4.12	11.34	1.03
3	31/05/2019	31,754.80	2,886.80	15.88	1.44	3.97	0.36
4	31/05/2020	32,739.20	2,976.29	16.37	1.49	4.09	0.37
5	31/05/2021	33,754.12	3,068.56	16.88	1.53	4.22	0.38
6	31/05/2022	34,800.49	3,163.68	17.40	1.58	4.35	0.40
7	31/05/2023	35,879.31	3,261.76	17.94	1.63	4.49	0.41
8	31/05/2024	36,991.56	3,362.87	18.50	1.68	4.63	0.42
9	31/05/2025	38,138.30	3,467.12	19.07	1.73	4.77	0.43
10	31/05/2026	39,320.59	3,574.60	19.66	1.79	4.92	0.45
11	31/05/2027	40,539.53	3,685.41	20.27	1.84	5.07	0.46
12	31/05/2028	41,796.26	3,799.66	20.90	1.90	5.23	0.48
13	31/05/2029	43,091.94	3,917.45	21.55	1.96	5.39	0.49
14	31/05/2030	44,427.79	4,038.89	22.21	2.02	5.55	0.50
15	31/05/2031	45,805.06	4,164.10	22.90	2.08	5.73	0.52

## 15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:

**Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance**

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/05/2017	133,107.00	80,000.00	4,068.01	0.00	217,175.01
2	31/05/2018	217,175.01	82,480.00	5,808.00	22,531.82	282,931.19
3	31/05/2019	282,931.19	28,868.00	5,735.70	106,585.45	210,949.44
4	31/05/2020	210,949.44	29,762.91	5,201.02	9,021.82	236,891.55
5	31/05/2021	236,891.55	30,685.56	5,797.16	11,093.64	262,280.63
6	31/05/2022	262,280.63	31,636.81	6,343.01	16,367.27	283,893.18
7	31/05/2023	283,893.18	32,617.55	6,083.50	82,659.09	239,935.14
8	31/05/2024	239,935.14	33,628.69	5,709.75	27,562.73	251,710.85
9	31/05/2025	251,710.85	34,671.18	6,176.13	12,464.55	280,093.61
10	31/05/2026	280,093.61	35,745.99	6,847.94	13,130.00	309,557.54
11	31/05/2027	309,557.54	36,854.12	6,184.92	129,592.73	223,003.85
12	31/05/2028	223,003.85	37,996.60	5,336.95	29,795.45	236,541.95
13	31/05/2029	236,541.95	39,174.49	6,019.04	0.00	281,735.48
14	31/05/2030	281,735.48	40,388.90	6,884.85	17,915.45	311,093.78
15	31/05/2031	311,093.78	41,640.96	7,799.99	0.00	360,534.73

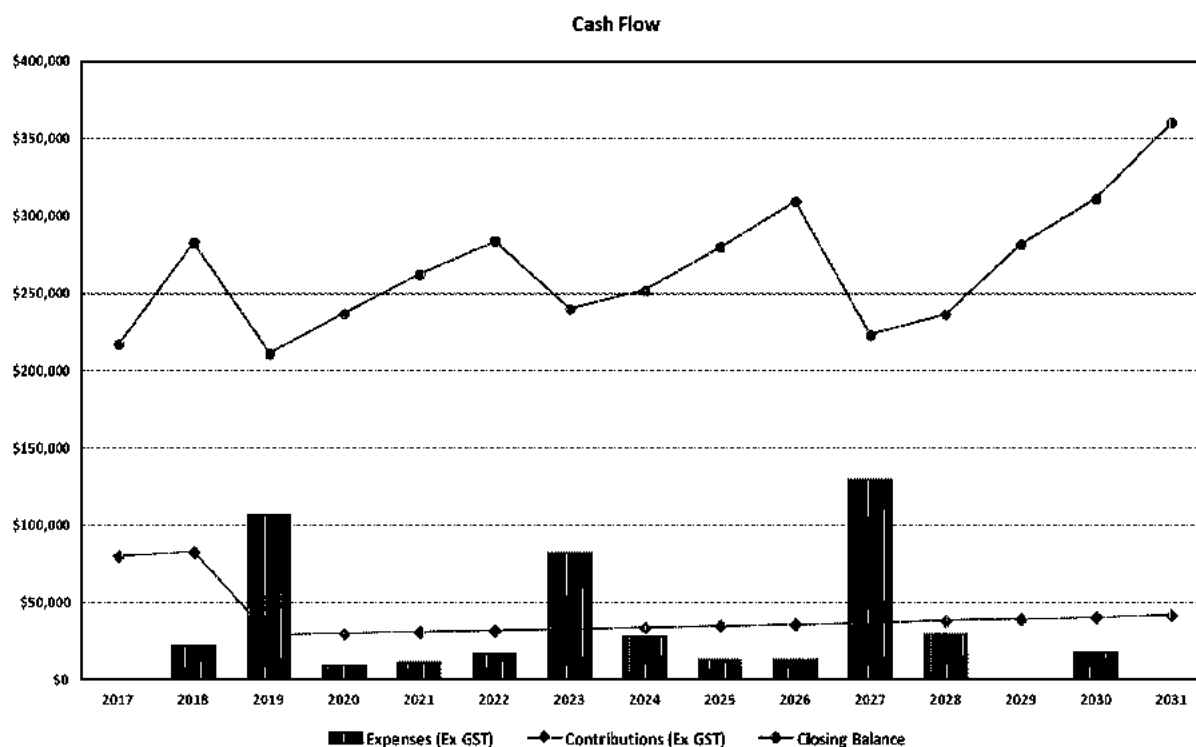
## 15 Year Cash Flow Graph

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

Contributions line – Total capital works fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



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

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

### 15 Year Cash Flow Tracking Sheet

The table below shows the cash flow for the entirety of the forecast. In summary:

**Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance**

Year	Year To	Opening Balance	Total Levy Contributions	Interest	Anticipated Expenses	Closing Balance
1	31/05/2017	133,107.00	80,000.00	4,068.01	0.00	217,175.01
2	31/05/2018	217,175.01	82,480.00	5,808.00	22,531.82	282,931.19
3	31/05/2019	282,931.19	85,036.88	6,395.69	106,585.45	267,778.31
4	31/05/2020	267,778.31	87,673.02	7,216.94	9,021.82	353,646.45
5	31/05/2021	353,646.45	90,390.88	9,242.43	11,093.64	442,186.12
6	31/05/2022	442,186.12	93,193.00	11,294.08	16,367.27	530,305.93
7	31/05/2023	530,305.93	96,081.98	12,619.91	82,659.09	556,348.73
8	31/05/2024	556,348.73	99,060.52	13,914.29	27,562.73	641,760.81
9	31/05/2025	641,760.81	102,131.40	16,134.96	12,464.55	747,562.62
10	31/05/2026	747,562.62	105,297.47	18,650.69	13,130.00	858,380.78
11	31/05/2027	858,380.78	108,561.69	19,924.83	129,592.73	857,274.57
12	31/05/2028	857,274.57	111,927.10	21,111.00	29,795.45	960,517.22
13	31/05/2029	960,517.22	115,396.84	23,928.07	0.00	1,099,842.13
14	31/05/2030	1,099,842.13	118,974.14	27,033.73	17,915.45	1,227,934.55
15	31/05/2031	1,227,934.55	122,662.34	30,297.74	0.00	1,380,894.63

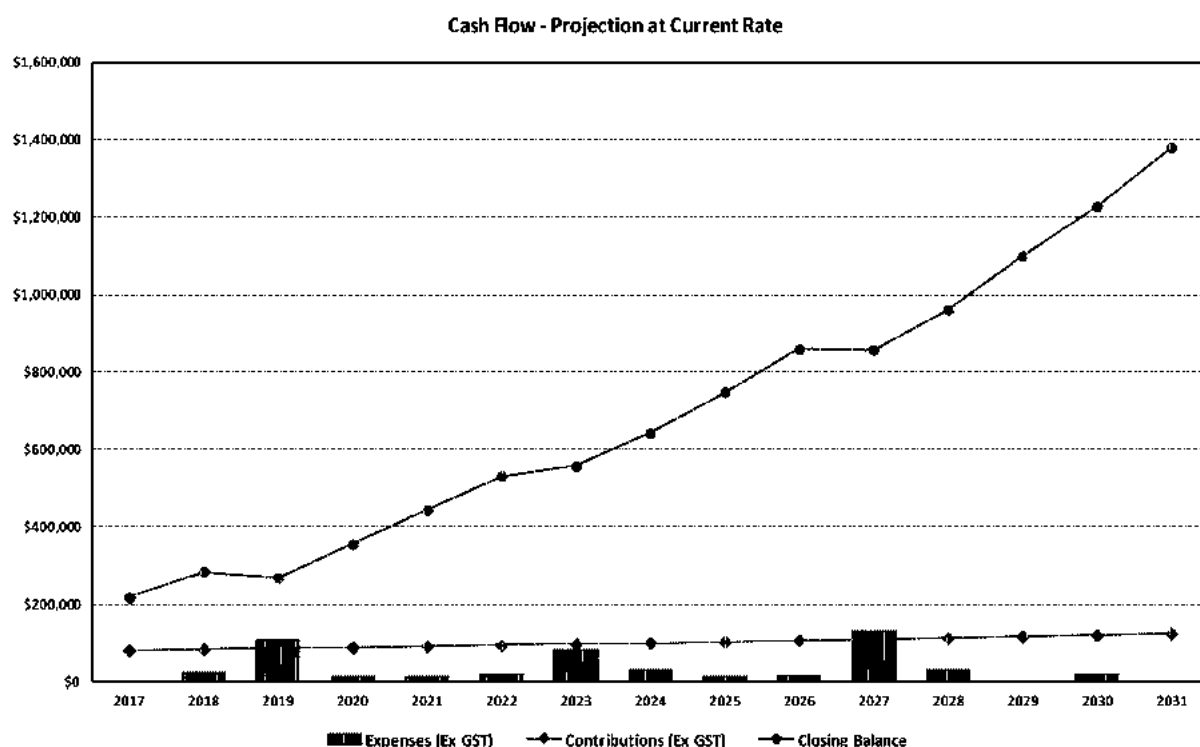
### 15 Year Cash Flow Graph

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

Contributions line - Total capital works fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



## Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-

‘**Expenditure Items**’ - lists the different areas and items of expenditure.

‘**Current Cost**’ - shows the current maintenance expenditure costs in today's dollars.

‘**Year 1**’ to ‘**Year 15**’ - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a ‘**Grand Total (Inc. GST)**’ followed by a line calculating the ‘**Contingency Allowance (Inc. GST)**’ for unforeseen and minor expenses and finally ‘**Total Expenses (Inc. GST)**’ for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)	Year 6 (2022)	Year 7 (2023)	Year 8 (2024)	Year 9 (2025)	Year 10 (2026)	Year 11 (2027)	Year 12 (2028)	Year 13 (2029)	Year 14 (2030)	Year 15 (2031)
<b>1. Building exterior</b>																
Repaint ceilings	5,358	-	-	5,695	-	-	-	-	-	-	-	7,271	-	-	-	-
Repaint walls	6,306	-	-	6,703	-	-	-	-	-	-	-	8,557	-	-	-	-
Repaint wall and balcony trims	4,290	-	-	4,560	-	-	-	-	-	-	-	5,822	-	-	-	-
Repaint soffits	2,708	-	-	2,878	-	-	-	-	-	-	-	3,675	-	-	-	-
Replace wall tiles	1,205	-	-	-	-	-	-	1,447	-	-	-	-	-	-	-	-
Maintain / repair wall tiles (total: 8 m2)	151	-	156	-	-	-	-	181	-	-	-	-	211	-	-	-
Repaint timber fascia	2,708	-	-	2,878	-	-	-	-	-	-	-	3,675	-	-	-	-
Repaint downpipes	3,732	-	-	3,967	-	-	-	-	-	-	-	5,064	-	-	-	-
Inspect and repair downpipes (total: 156 Lm)	552	-	-	587	-	-	-	-	-	-	-	749	-	-	-	-
Maintain / repair aluminium doors / windows	10,000	-	-	-	-	11,299	-	-	-	-	-	-	-	-	-	-
Repaint metal balustrades	4,378	-	-	4,654	-	-	-	-	-	-	-	-	-	-	-	-
Repaint glazed balustrade rails	4,470	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Inspect and repair balustrades (total: 256 Lm)	5,931	-	-	6,304	-	-	-	-	-	-	-	8,048	-	-	-	-
Repaint metal handrails	258	-	-	274	-	-	-	-	-	-	-	-	-	-	-	-
Inspect and repair handrails (total: 12 Lm)	214	-	-	227	-	-	-	-	-	-	-	290	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>156</b>	<b>38,727</b>	<b>0</b>	<b>11,299</b>	<b>0</b>	<b>1,628</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>43,151</b>	<b>211</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2. Roofs</b>																
Maintain / repair box gutters (total: 272 Lm)	2,041	-	-	-	-	-	2,378	-	-	-	-	-	-	-	-	-
Replace metal roofs	146,870	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintain / repair metal roofs (total: 1212 m2)	7,811	-	-	-	-	-	9,099	-	-	-	-	-	-	-	11,616	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11,477</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11,616</b>	<b>0</b>
<b>3. Access for work at heights</b>																
Elevated work platforms and site set up	15,000	-	-	15,944	-	-	-	-	-	-	-	-	20,355	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>15,944</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,355</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Expenditure Item	Current Cost	Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)	Year 6 (2022)	Year 7 (2023)	Year 8 (2024)	Year 9 (2025)	Year 10 (2026)	Year 11 (2027)	Year 12 (2028)	Year 13 (2029)	Year 14 (2030)	Year 15 (2031)
<b>4. Stairwells</b>																
Repaint ceilings	5,932	-	-	6,305	-	-	-	-	-	-	-	8,050	-	-	-	-
Repaint walls	14,063	-	-	14,948	-	-	-	-	-	-	-	19,084	-	-	-	-
Replace wall tiles	4,820	-	-	-	-	-	-	5,789	-	-	-	-	-	-	-	-
Maintain / repair wall tiles (total: 32 m2)	301	-	310	-	-	-	-	362	-	-	-	-	421	-	-	-
Repaint doors - both sides including architraves	4,805	-	-	5,108	-	-	-	-	-	-	-	6,520	-	-	-	-
Replace floor tiles	15,473	-	-	-	-	-	-	18,583	-	-	-	-	-	-	-	-
Maintain / repair floor tiles (total: 110 m2)	703	-	725	-	-	-	-	844	-	-	-	-	984	-	-	-
Replace carpet	17,370	-	-	-	-	-	-	20,862	-	-	-	-	-	-	-	-
Replace carpet (total: 192 m2)	905	-	933	-	-	-	-	1,087	-	-	-	-	1,266	-	-	-
Repaint glazed balustrade rails	2,063	-	-	2,193	-	-	-	-	-	-	-	-	-	-	-	-
Inspect and repair balustrades (total: 96 Lm)	2,669	-	-	2,837	-	-	-	-	-	-	-	3,622	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>1,968</b>	<b>31,391</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>47,527</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>37,276</b>	<b>2,671</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>5. Vehicle accessways</b>																
Maintain / repair concrete surface (total: 1282 m2)	6,876	-	7,089	-	-	-	-	8,258	-	-	-	-	9,620	-	-	-
Repaint line marking	2,059	-	2,123	-	-	-	-	2,473	-	-	-	-	2,881	-	-	-
Replace curved stainless safety mirrors (total: 2)	505	-	-	-	-	-	-	-	-	-	-	-	707	-	-	-
Replace stormwater grates (total: 18)	632	-	-	-	-	-	-	-	-	-	-	-	884	-	-	-
Replace security gates	8,741	-	-	-	-	-	-	10,498	-	-	-	-	-	-	-	-
Replace electric gate motors	3,382	-	-	-	-	-	-	4,062	-	-	-	-	-	-	-	-
Replace extraction fans	1,652	-	-	-	-	-	-	-	-	-	-	-	2,311	-	-	-
Repair extraction fans	269	-	277	-	295	-	313	-	333	-	354	-	376	-	400	-
Repair extraction ducting	3,383	-	-	-	-	-	-	4,063	-	-	-	-	-	-	-	-
Repaint sprinkler system pipes	1,834	-	-	-	-	-	-	-	-	-	-	2,489	-	-	-	-
Repaint walls and columns	15,707	-	-	16,696	-	-	-	-	-	-	-	21,315	-	-	-	-
Repaint doors - both sides including architraves	1,294	-	-	1,375	-	-	-	-	-	-	-	1,756	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>9,489</b>	<b>18,071</b>	<b>295</b>	<b>0</b>	<b>313</b>	<b>29,354</b>	<b>333</b>	<b>0</b>	<b>354</b>	<b>25,560</b>	<b>16,779</b>	<b>0</b>	<b>400</b>	<b>0</b>
<b>6. External walkways</b>																
Replace paving	20,067	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair or replace paving (total: 258 m2)	1,011	-	1,042	-	-	-	-	1,214	-	-	-	-	1,414	-	-	-
Replace pedestrian gates	907	-	-	-	-	-	-	1,089	-	-	-	-	-	-	-	-
Replace floor tiles	2,532	-	-	-	-	-	-	3,041	-	-	-	-	-	-	-	-
Maintain / repair floor tiles (total: 18 m2)	281	-	290	-	-	-	-	337	-	-	-	-	393	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>1,332</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,681</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,807</b>	<b>0</b>	<b>0</b>	<b>0</b>

Expenditure Item	Current Cost	Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)	Year 6 (2022)	Year 7 (2023)	Year 8 (2024)	Year 9 (2025)	Year 10 (2026)	Year 11 (2027)	Year 12 (2028)	Year 13 (2029)	Year 14 (2030)	Year 15 (2031)
<b>7. Fixtures and fittings</b>																
Replace letterboxes	5,701	-	-	-	-	-	-	-	-	-	7,504	-	-	-	-	-
Maintain common light fittings	200	-	206	-	219	-	233	-	248	-	263	-	280	-	297	-
Replace security access intercom	2,416	-	-	-	2,648	-	-	-	-	-	-	-	-	-	-	-
Replace intercom audio speaker	507	-	-	-	556	-	-	-	-	-	-	-	-	-	-	-
Replace intercom button pad	1,002	-	-	-	1,098	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>206</b>	<b>0</b>	<b>4,521</b>	<b>0</b>	<b>233</b>	<b>0</b>	<b>248</b>	<b>0</b>	<b>7,767</b>	<b>0</b>	<b>280</b>	<b>0</b>	<b>297</b>	<b>0</b>
<b>8. Building signage</b>																
Replace signage	1,000	-	1,031	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>1,031</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>9. Fence maintenance</b>																
Repair or replace paling and lattice panel fences (total: 75 Lm – rate 100%)	2,156	-	2,223	-	-	-	-	-	-	-	-	-	3,016	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>2,223</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,016</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>10. Walls</b>																
Repaint block retaining walls	4,164	-	-	4,426	-	-	-	-	-	-	-	5,651	-	-	-	-
Repair block retaining walls (total: 189 m2 – rate 100%)	2,357	-	2,430	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>2,430</b>	<b>4,426</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,651</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>11. Fire equipment</b>																
Replace fire hose reels	7,664	-	-	-	-	-	-	-	-	9,784	-	-	-	-	-	-
Replace fire extinguishers	2,280	-	-	-	-	-	-	-	-	2,911	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,695</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>12. Plant - water</b>																
Replace water heaters	11,762	-	-	-	-	-	-	-	14,564	-	-	-	-	-	-	-
Replace hot water storage tanks	6,450	-	-	-	-	-	-	-	7,987	-	-	-	-	-	-	-
Maintain common property plumbing	500	-	516	-	548	-	582	-	619	-	658	-	700	-	744	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>516</b>	<b>0</b>	<b>548</b>	<b>0</b>	<b>582</b>	<b>0</b>	<b>23,170</b>	<b>0</b>	<b>658</b>	<b>0</b>	<b>700</b>	<b>0</b>	<b>744</b>	<b>0</b>
<b>13. Plant - electrical</b>																
Test main switchboard	1,669	-	1,721	-	1,829	-	1,944	-	2,067	-	2,197	-	2,335	-	2,482	-
Test safety switches	1,821	-	1,877	-	1,996	-	2,121	-	2,255	-	2,397	-	2,548	-	2,708	-
Replace switchboard	19,501	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>3,598</b>	<b>0</b>	<b>3,825</b>	<b>0</b>	<b>4,065</b>	<b>0</b>	<b>4,322</b>	<b>0</b>	<b>4,594</b>	<b>0</b>	<b>4,883</b>	<b>0</b>	<b>5,190</b>	<b>0</b>
<b>Grand Total (Incl. GST)</b>		<b>0</b>	<b>22,949</b>	<b>108,559</b>	<b>9,189</b>	<b>11,299</b>	<b>16,670</b>	<b>84,190</b>	<b>28,073</b>	<b>12,695</b>	<b>13,373</b>	<b>131,993</b>	<b>30,347</b>	<b>0</b>	<b>18,247</b>	<b>0</b>
<b>Contingency Allowance (Incl. GST)</b>		<b>0</b>	<b>1,836</b>	<b>8,685</b>	<b>735</b>	<b>904</b>	<b>1,334</b>	<b>6,735</b>	<b>2,246</b>	<b>1,016</b>	<b>1,070</b>	<b>10,559</b>	<b>2,428</b>	<b>0</b>	<b>1,460</b>	<b>0</b>
<b>Grand Total Expenses (Incl. Contingency Allowance and GST)</b>		<b>0</b>	<b>24,785</b>	<b>117,244</b>	<b>9,924</b>	<b>12,203</b>	<b>18,004</b>	<b>90,925</b>	<b>30,319</b>	<b>13,711</b>	<b>14,443</b>	<b>142,552</b>	<b>32,775</b>	<b>0</b>	<b>19,707</b>	<b>0</b>

## Building Data List from the Property Inspection for Green Square Gardens

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
<b>1. Building exterior</b>							
Repaint ceilings	224	m2	23.92	5,358.00	3	8	Ongoing painting program
Repaint walls	232	m2	27.18	6,306.00	3	8	Ongoing painting program
Repaint wall and balcony trims	182	Lm	23.57	4,290.00	3	8	Ongoing painting program
Repaint soffits	126	Lm	21.49	2,708.00	3	8	Ongoing painting program
Replace wall tiles	8	m2	150.61	1,205.00	7	25	Replace as required
Maintain / repair wall tiles (total: 8 m2)	1	m2	150.61	151.00	2	5	Maintain / repair as required
Repaint timber fascia	126	Lm	21.49	2,708.00	3	8	Ongoing painting program
Repaint downpipes	156	Lm	23.92	3,732.00	3	8	Ongoing painting program
Inspect and repair downpipes (total: 156 Lm)	15	Lm	36.79	552.00	3	8	Inspect and repair as required
Maintain / repair aluminium doors / windows	1	Item	10,000.00	10,000.00	5	20	Replace seals, mechanism repairs
Repaint metal balustrades	48	Lm	91.20	4,378.00	3	16	Ongoing painting program
Repaint glazed balustrade rails	208	Lm	21.49	4,470.00	19	16	Ongoing painting program
Inspect and repair balustrades (total: 256 Lm)	20	Lm	296.57	5,931.00	3	8	Repair as required
Repaint metal handrails	12	Lm	21.49	258.00	3	16	Ongoing painting program
Inspect and repair handrails (total: 12 Lm)	1	Lm	213.82	214.00	3	8	Repair as required, replace fasteners
<b>2. Roofs</b>							
Maintain / repair box gutters (total: 272 Lm)	25	Lm	81.63	2,041.00	6	16	Maintain / repair as required
Replace metal roofs	1,212	m2	121.18	146,870.00	22	40	Replace as required
Maintain / repair metal roofs (total: 1212 m2)	100	m2	78.11	7,811.00	6	8	Maintain / repair as required
<b>3. Access for work at heights</b>							
Elevated work platforms and site set up	1	Item	15,000.00	15,000.00	3	8	Quotation required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>4. Stairwells</b>							
Repaint ceilings	248	m2	23.92	5,932.00	3	8	Ongoing painting program
Repaint walls	616	m2	22.83	14,063.00	3	8	Ongoing painting program
Replace wall tiles	32	m2	150.61	4,820.00	7	25	Replace as required
Maintain / repair wall tiles (total: 32 m2)	2	m2	150.61	301.00	2	5	Maintain / repair as required
Repaint doors - both sides including architraves	52	Ea	92.41	4,805.00	3	8	Ongoing painting program
Replace floor tiles	110	m2	140.66	15,473.00	7	25	Replace as required
Maintain / repair floor tiles (total: 110 m2)	5	m2	140.66	703.00	2	5	Maintain / repair as required
Replace carpet	192	m2	90.47	17,370.00	7	15	Replace as required
Replace carpet (total: 192 m2)	10	m2	90.47	905.00	2	5	Replace as required - damaged or worn areas only
Repaint glazed balustrade rails	96	Lm	21.49	2,063.00	3	16	Ongoing painting program
Inspect and repair balustrades (total: 96 Lm)	9	Lm	296.57	2,669.00	3	8	Repair as required
<b>5. Vehicle accessways</b>							
Maintain / repair concrete surface (total: 1282 m2)	50	m2	137.52	6,876.00	2	5	Repair as required
Repaint line marking	120	Lm	17.16	2,059.00	2	5	Ongoing painting program
Replace curved stainless safety mirrors (total: 2)	1	Ea	505.05	505.00	12	20	Replace as required
Replace stormwater grates (total: 18)	4	Ea	157.92	632.00	12	25	Replace as required
Replace security gates	2	Ea	4,370.70	8,741.00	7	20	Replace as required
Replace electric gate motors	2	Ea	1,691.09	3,382.00	7	10	Replace as required
Replace extraction fans	1	Item	1,652.04	1,652.00	12	20	Replace as required
Repair extraction fans	1	Item	268.69	269.00	2	2	Repair as required
Repair extraction ducting	82	Lm	41.25	3,383.00	7	10	Repair as required
Repaint sprinkler system pipes	480	Lm	3.82	1,834.00	11	16	Ongoing painting program
Repaint walls and columns	688	m2	22.83	15,707.00	3	8	Ongoing painting program
Repaint doors - both sides including architraves	14	Ea	92.41	1,294.00	3	8	Ongoing painting program
<b>6. External walkways</b>							
Replace paving	258	m2	77.78	20,067.00	17	25	Replace as required
Repair or replace paving (total: 258 m2)	13	m2	77.78	1,011.00	2	5	Replace as required
Replace pedestrian gates	2	Ea	453.71	907.00	7	20	Replace as required
Replace floor tiles	18	m2	140.66	2,532.00	7	25	Replace as required
Maintain / repair floor tiles (total: 18 m2)	2	m2	140.66	281.00	2	5	Maintain / repair as required
<b>7. Fixtures and fittings</b>							
Replace letterboxes	41	Ea	139.06	5,701.00	10	30	Replace as required
Maintain common light fittings	1	Item	200.00	200.00	2	2	Ongoing maintenance allowance
Replace security access intercom	41	Per unit	58.93	2,416.00	4	12	Replace as required
Replace intercom audio speaker	2	Ea	253.36	507.00	4	12	Replace as required
Replace intercom button pad	2	Ea	500.84	1,002.00	4	12	Replace as required



Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>8. Building signage</b>							
Replace signage	1	Item	1,000.00	1,000.00	2	15	Quotation required
<b>9. Fence maintenance</b>							
Repair or replace paling and lattice panel fences (total: 75 Lm – rate 100%)	15	Lm	143.73	2,156.00	2	10	Repair or replace as required
<b>10. Walls</b>							
Repaint block retaining walls	189	m2	22.03	4,164.00	3	8	Ongoing painting program
Repair block retaining walls (total: 189 m2 - rate 100%)	10	m2	235.69	2,357.00	2	15	Repair as required
<b>11. Fire equipment</b>							
Replace fire hose reels	10	Ea	766.44	7,664.00	9	15	Replace only if existing cannot be repaired
Replace fire extinguishers	12	Ea	190.03	2,280.00	9	15	Replace as required
<b>12. Plant - water</b>							
Replace water heaters	3	Ea	3,920.51	11,762.00	8	15	Replace as required
Replace hot water storage tanks	3	Ea	2,149.96	6,450.00	8	15	Replace as required
Maintain common property plumbing	1	Item	500.00	500.00	2	2	Ongoing maintenance program
<b>13. Plant - electrical</b>							
Test main switchboard	1	Item	1,669.38	1,669.00	2	2	Regular testing
Test safety switches	1	Item	1,821.14	1,821.00	2	2	Regular testing
Replace switchboard	1	Ea	19,501.34	19,501.00	16	25	Replace as required

## Inspector's Report for Green Square Gardens

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1. We have recommended that the balance of the Capital Works be allowed to increase over the length of this report, leading to a significant balance in the later years. It is necessary to allow a larger balance over time to offset the effects of inflation on building material and labour costs and to ensure that adequate funds are available to provide for major works, which frequently become necessary as the building ages but which cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that building construction and maintenance costs will increase by fifty percent every fifteen years. This recommendation will be reviewed each time this report is updated, in light of price levels and the state of the building at the time of each update.
2. **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. The painting cost estimates are as accurate as possible. However, due to privacy considerations, access restrictions to some areas and the varied nature of the property, it is recommended that the Owners Corporation obtain quotes for painting work well in advance of when the work is to be carried out to allow for any shortfall or excess in funds.
4. An allowance has been made for the cleaning and maintenance of the driveway. Cleaning may be carried out using high pressure water or a chemical wash, however the Owners Corporation should take care to abide by water-use restrictions when doing so.
5. The powder coated surfaces throughout the property have a lengthy maintenance-free period when new. After this period these surfaces may be repainted to maintain their appearance. It is important to note that powder coated surfaces will need to be prepared for painting, and that most paints will require an additive to ensure a high quality finish.
6. The powder coated metalwork throughout the property may be subject to a manufacturer's warranty and, as such, the manufacturer's cleaning and maintenance recommendations should be followed to maximise the lifespan of the product.
7. Monies were budgeted for the maintenance and replacement of window parts on the complex.
8. Money allocated for scaffold can be used for other access equipment e.g. boomlift, cherrypicker.
9. The metal roof and flashings needs regular maintenance.

10. Money was allocated to the maintenance of driveway / carpark entry gates and the replacement of electric gate motors over time.
11. A walkway maintenance program was included for repairs and maintenance of the external common area walkways and stairways.
12. An allowance for plumbing and drainage maintenance was included for the complex.
13. Maintenance of fire equipment was included in this report for smoke detectors, fire hose reels and fire extinguishers, and the fire control panel.

## Report Notes

### Capital Works Fund Plan (NSW)

This forecast satisfies the current requirements of section 80 of the Strata Schemes Management Act 2015, which states:

#### **80 Owners corporation to prepare 10-year capital works fund plan**

- (1) An owners corporation is to prepare a plan of anticipated major expenditure to be met from the capital works fund for a 10-year period commencing on the first annual general meeting of the owners corporation.
- (2) An owners corporation is to prepare a plan for each 10-year period following the 10-year period to which the first plan applied. The plan is to be prepared for the annual general meeting at which the period covered by the previous plan expires.
- (3) An owners corporation may, by resolution at a general meeting, review, revise or replace a 10-year plan prepared under this section and must review the plan at least once every 5 years.
- (4) A plan under this section is to include the following:
  - (a) details of proposed work or maintenance,
  - (b) the timing and anticipated costs of any proposed work,
  - (c) the source of funding for any proposed work,
  - (d) any other matter the owners corporation thinks fit,
  - (e) any other matter prescribed by the regulations for the purposes of this section.
- (5) A plan under this section is to be finalised by the end of the next annual general meeting of the owners corporation after the annual general meeting for which the plan is prepared.
- (6) An owners corporation may engage expert assistance in the preparation of a plan under this section.
- (7) An owners corporation is, so far as practicable (and subject to any adjustment under this section), to implement each plan prepared under this section.

A Capital Works Fund is established pursuant to section 74 of the Strata Schemes Management Act 2015, which states:

#### **74 Capital works fund**

##### **(1) Establishment of fund**

An owners corporation must establish a capital works fund.

##### **(2) Amounts payable to fund**

An owners corporation must pay the following amounts into the capital works fund:

- (a) the contributions levied on, and paid by, owners for payment into the fund,
  - (b) any amounts paid to the owners corporation by way of discharge of insurance claims, unless paid into the administrative fund,
  - (c) any amounts paid to the owners corporation under Part 11,
  - (d) any amount received by the owners corporation that is not required or permitted to be paid into the administrative fund,
  - (e) the proceeds of any investment of the fund.
- (3) An owners corporation may also pay the following amounts into the capital works fund:
- (a) any income of the owners corporation,
  - (b) any amount that may be, but is not required to be, paid into the fund under this Act.

##### **(4) Amounts payable from fund**

An owners corporation may pay money from its capital works fund only for the following purposes:

- (a) payments of the kind for which estimates have been made under section 79 (2),
  - (b) payments made in accordance with this Division on a distribution of a surplus in the fund,
  - (c) payments of amounts for the purposes of Part 11,
  - (d) the transfer of money to the administrative fund or to pay expenditure that should have been paid from the administrative fund.
- (5) **Exemption**
- An owners corporation for a strata scheme comprising 2 lots need not establish a capital works fund if:
- (a) the owners corporation so determines by unanimous resolution, and
  - (b) the buildings comprised in one of those lots are physically detached from the buildings comprised in the other lot, and
  - (c) no building or part of a building in the strata scheme is situated outside those lots.

#### **THIS REPORT DEALS WITH THE CAPITAL WORKS FUND PLAN.**

**Implementation** - It is the responsibility of the Executive Committee and the Owners Corporation to implement this plan so far as is practicable.

**Interaction with Capital Works Fund** - The source of funding for all proposed work or maintenance is presumed to be the capital works fund. No allowance has been made for proposed work or maintenance that is funded by means other than the capital works fund.

**Figures used and updates** - The figures used in the forecast are typical for this type of building and normal usage. The Executive Committee has some flexibility to make minor adjustments to the timing of any proposed work. More major adjustments to the timing of work may require an ordinary resolution of the Executive Committee, or complete revision of the Plan. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

**Contingency** - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

**Interest, Taxation and Inflation** - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Owners Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

**Administration Fund** - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

**Items with Indefinite Lives** - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Executive Committee); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

**Improvements** - The Executive Committee may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items.

**Defects** - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

**Ongoing Maintenance Programs** - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the owners and the Executive Committee. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- ◆ Usage.
- ◆ Accidental damage to floor tiles, which may or may not be still available or in stock.
- ◆ Fences can be maintained and replaced gradually or all at once.
- ◆ Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- ◆ Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- ◆ Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

**Safety** - The inspection does not cover safety issues.

**Lifts** - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Executive Committee/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 restricts the opening of an openable window to less than 12.5cm. The device must be able to withstand a specific outward pushing force. All windows in

every apartment building above a certain height must comply. (Section 118 Strata Schemes Management Act 2015; section 30 Strata Schemes Management Regulation 2016). An allowance has been made for the installation of these devices. Contact our office should you require a quotation to install these devices.

**Other Matters** - Unless otherwise included, this report does not include matters that are not anticipated major expenditures to be met from the capital works fund.

**Updates** - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

**Supply terms and conditions** - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website [www.solutionsinengineering.com](http://www.solutionsinengineering.com)

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



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

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THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS AND TENANTS IN  
STRATA PLAN 56790 | GREEN SQUARE GARDENS, 506-514 BOTANY ROAD BEACONSFIELD

**NOTICE OF ANNUAL GENERAL MEETING OF  
THE OWNERS - STRATA PLAN NO. 56790**

Meeting Title	Annual General Meeting
Strata Plan Number	56790
Date & Venue	Monday, 9 <sup>th</sup> August 2021 via Video Conference <a href="#">Click here to join the meeting</a>
Start Time	5:30 PM
Participants	Owners, First Mortgagees, Tenants, Whelan Property Group

**Agenda**

Item	Description
A	Meeting Administration
1.0	Previous Minutes
2.0	Key Financial Information
3.0	Appointment of an Auditor
4.0	Budget and Levies
5.0	Overdue Levy Collection
6.0	Payment Plans
7.0	Strata Agent Commissions
8.0	Insurance Confirmation
9.0	Building Valuation
10.0	Renewal of Insurances
11.0	Strata Committee Election
12.0	Capital Works Fund Forecast/WHS Report
13.0	Restricted Matters
14.0	Annual Fire Safety Statement
15.0	Managing Agency Agreement
16.0	Matters Arising
	Meeting Closed

**A. MEETING ADMINISTRATION**

Attendance, Apologies, Proxies and Voting Rights.

## 1.0 PREVIOUS MINUTES

**Motion:** That the Minutes of the last General Meeting of the Owners Corporation be confirmed as a true record and account of the proceedings of that Meeting.

**Motion Explanation:** *The minutes of the last general meeting, either an extraordinary or general meeting have been circulated with this agenda. This motion confirms the accuracy of the minutes. (Clause 8(1)(a) Schedule 1 of the Strata Schemes Management Act 2015)*

## 2.0 KEY FINANCIAL INFORMATION

**Motion:** That the Audited key financial information for the Administrative Fund, Capital Works Fund and any other fund circulated with this agenda be adopted. *(Please direct all accounting enquiries to your Strata Manager, 24 hours prior to the meeting).*

**Motion Explanation:** *The key financial statements show the financial activities and position of the strata scheme and must be tabled and adopted at every Annual General Meeting. (Clause 9(b) schedule 1 of the Strata Schemes Management act 2015)*

## 3.0 APPOINTMENT OF AN AUDITOR

**Motion:** That the Owners Corporation appoint an Auditor for the financial period ending the 31st May 2022.

**Motion Explanation:** *All owners' corporations with a budget, comprising of all forecast expenses, levies and funds held in trust exceeding \$250,000 must obtain an audit each financial year. ((Clause 9(c) Schedule 1 of the Strata Schemes Management Act 2015).*

## 4.0 BUDGET AND LEVIES

### 4.1 Administrative and Capital Work Funds

**Motion:** That pursuant to section 79(2) and 81 of the "Strata Schemes Management Act 2015" the Owners Corporation estimates the expected expenditure in both the Administration Fund and Capital Works Fund for the budget year 01/06/2021 to 31/05/2022 set out in the budget circulated with the agenda.

### 4.2 Levy Contributions

**Motion:** That pursuant to section 81 of the Strata Schemes Management Act 2015, the owner corporation determines the following amounts to be levied in 4 unequal instalments:

■ Administrative Fund	\$146,850.00	Inc. GST per annum
■ Capital Works Fund	\$ 61,050.00	Inc. GST per annum

This strata scheme is registered for GST.



Number	Levy Period	Year	Issued	Administration	Capital Works	Total
1	July	2021	Yes	\$36,710.80	\$14,025.10	\$50,735.90
2	October	2021	No	\$36,713.07	\$15,674.97	\$52,388.04
3	Janurary	2022	No	\$36,713.07	\$15,674.97	\$52,388.04
4	April	2022	No	\$36,713.06	\$15,674.96	\$52,388.02
				<b>\$146,850.00</b>	<b>\$61,050.00</b>	<b>\$207,900.00</b>

#### 4.3 Levy Contributions – Administration/Capital Works

**Motion:** That the first levy instalment due in the next financial year **1 July 2022** be struck pursuant to section 81 of the Strata Schemes Management Act 2015 as follows:

- Administrative Fund                      \$36,713.07 per quarter (GST Inclusive)
- Capital Works Fund                      \$15,674.97 per quarter (GST Inclusive)

#### 4.4 Levy Notices

**Motion:** That both contributions be levied by notice from Whelan Property Group Pty Limited as the delegated Treasurer of the Owners Corporation pursuant with the Strata Managing Agency Agreement.

***Motion Explanation:*** *The levies are required to fund all maintenance, repair and replacement of common property and all other expenses incurred by the Owners Corporation. The Strata Manager prepares a budget for tabling at the Annual General Meeting each year, using the previous year's expenses and the Capital Works Fund 10 year plan as a guide.*

### 5.0 OVERDUE LEVY COLLECTION

**Motion:** That the Owners Corporation resolves for the purpose of collecting unpaid levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do all things necessary to pursue unpaid levies including commencing and maintaining debt recovery proceedings for the collection of outstanding levies, which may require the appointment of a legal practitioner or debt collection agent to manage the debt collection process.

***Motion Explanation:*** *This motion authorises the Strata Managing Agent and/or Strata Committee to take all actions necessary to pursue overdue levies including the appointment of a legal practitioner or debt recovery agent to assist in the recovery of all levies.*

## 6.0 PAYMENT PLANS

**Motion:** That pursuant to section 85(5) of the *Strata Schemes Management Act 2015*, the Owners Corporation authorises the Strata Managing Agent and/or 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 are due.

**Motion Explanation:** *This motion authorises the Strata Managing Agent and/or Strata Committee to enter payment plans with lot owners for overdue levies, on the basis that unpaid levies will be paid in full within 12 months and that all future levies are paid as and when they fall due.*

## 7.0 STRATA AGENT COMMISSIONS

**Motion:** That the Strata Managing Agent confirms receipt of the following commissions:

Insurance Commission	\$3,858.77 GST inclusive
Training Commission	Nil
All Other Commissions	Nil

It is anticipated that similar commissions will be received in the ensuing year.

**Motion Explanation:** *The Strata Managing Agent is required to disclose all commissions received the past year in relation to the management of the Owners Corporation. (Clause 9(g) Schedule 1 of the Strata Schemes Management Act 2015)*

## 8.0 INSURANCE CONFIRMATION

**Motion:** That the Owners Corporation insurances as circulated with this agenda be confirmed and that the Strata Committee be delegated the function of increasing, altering or adding insurances should it be resolved to do so at a Strata Committee Meeting.

**Motion Explanation:** *The Owners Corporation is required to review and confirm insurances at each Annual General Meeting. (Section 165(2) of the Strata Schemes Management Act 2015)*

## 9.0 BUILDING VALUATION

**Motion:** That Whelan Property Group Pty Limited is instructed to obtain a building valuation for insurance purposes and adjust the sum insured to reflect the valuation.

### NOTE

- Last valuation undertaken **16<sup>th</sup> December 2019**
- Refer to attached for breakdown of current insurance policy

**Motion Explanation:** *It is recommended that a building insurance valuation be obtained each year to ensure the Owners Corporation has sufficient cover at all times.*

## 10.0 RENEWAL OF INSURANCES

**Motion:** That Whelan Property Group Pty Limited is given a standing direction to renew the insurance policy in the absence of instructions from the Strata Committee as at the date of renewal.

**Motion Explanation:** *This motion enables Whelan Property Group to renew insurances on behalf of the Owners Corporation as per the insurance broker's recommendations in the absence of instructions from the Strata Committee.*

#### 11.0 STRATA COMMITTEE ELECTION

**Motion:** That the Chairperson call for nominations for the Strata Committee and then determine the number of members that will constitute the Committee.

**Motion Explanation:** The minimum number of member on the committee is one (1) and the maximum number of members is nine (9). Nominations can be received verbally at the meeting or in writing. All nominees must personally consent to a nomination either verbally or in writing.

#### 12.0 CAPITAL WORKS FUND FORECAST/WHIS REPORT

**Motion:** That the Owners Corporation authorise and instruct Whelan Property Group Pty Limited to obtain the following:

- (a) Capital Works Fund Forecast/ Review

That the Owners Corporation Obtains a Capital Works Fund 10 year plan.

**Last report obtained on:** 14<sup>th</sup> June 2017

**Motion Explanation:** It is a requirement for all Owners Corporation to obtain and review a Capital Works Fund 10 year plan and to review the plan every 5 years. (Section 80 of the Strata Schemes Management Act 2015)

- (b) Work Health & Safety Report/ Update

That "Work Health and Safety Act" requires the Owners Corporation to ensure the common areas provide a safe environment for all contractors, owners, occupiers and visitors passing through common property.

**Last report obtained on:** January 2010

**Motion Explanation:** While there is an exemption applicable for all residential properties removing the requirement for such a report, all residential property owners are still required to provide a safe environment for all contractors, owners, occupiers and visitors to the property. Obtaining a Work Health and Safety Report serves as evidence that the Owners Corporation is undertaking all possible action necessary to provide a safe environment for all parties.

#### 13.0 RESTRICTED MATTERS

**Motion:** That the Owners Corporation decides "if any matter or type of matter is to be determined only by the owners corporation in a general meeting" pursuant to Schedule 1 Clause 6(a) and 9(i) of the "Strata Scheme Management Act 2015".

**Motion Explanation:** This motion enables owners to determine any additional matters to be considered restricted matters requiring determination only at a General Meeting, preventing the Strata Committee from making any decisions on such matters.

#### 14.0 ANNUAL FIRE SAFETY STATEMENT

**Motion:** That the Owners Corporation resolves to consider the Annual Fire Safety Statement (if one is required for the building) under the Environmental Planning and Assessment Act 1979 and authorises the Strata Managing Agent and/or Strata Committee to make arrangements for obtaining the next Annual Fire Safety Statement.

**Motion Explanation:** *This motion is required to be included in every Annual General Meeting agenda. (Clause 6(c) Schedule 1 of the Strata Schemes Management Act 2015)*

#### **15.0 MANAGING AGENCY AGREEMENT**

**Motion:** That the Owners – Strata Plan 56790 resolve to appoint Whelan Property Group Pty Limited as the Managing Agent of the Owners Corporation of Strata Plan 56790 for a further 3 years and that the Common Seal be affixed pursuant to Section 273 of the *Strata Schemes Management Act 2015* to the Agency Agreement circulated with the agenda, which incorporate instruments appointing Whelan Property Group Pty Limited and delegating all the powers, authorities, duties and functions referred to therein.

**Motion Explanation:** *Whelan Property Group is seeking a new 36 month agreement. A copy of the proposed agreement has been annexed to this agenda.*

#### **16.0 MATTERS ARISING**

**Motion:** That the Owners Corporation discuss any matters arising at the property and determine any action to be taken.

**Motion Explanation:** *Owners can have a general discussion on matters that they wish to raise.*

Date of this notice:

30<sup>th</sup> July 2021

THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN  
STRATA PLAN 56790 | GREEN SQUARE GARDENS, 506-514 BOTANY ROAD BEACONSFIELD

<b>NOTICE OF A STRATA COMMITTEE MEETING OF THE OWNERS - STRATA PLAN NO. 56790</b>	
Meeting Title	Strata Committee Meeting
Strata Plan Number	56790
Date and Venue	Monday, 9 <sup>th</sup> August 2021 via Video Conference
Start Time	Immediately following the Annual General Meeting
Participants	Owners, First Mortgagees, Whelan Property Group

Agenda

Item	Description
A	Meeting Administration
1.0	Previous Minutes
2.0	Office Bearers
3.0	Strata Committee Representatives
	Meeting Closure

**A. MEETING ADMINISTRATION**

Attendance, Apologies, Proxies and Voting Rights.

**1.0 PREVIOUS MINUTES**

**Motion:** That the Minutes of the last Strata Committee Meeting be confirmed as true record and account of the proceedings of that meeting.

**2.0 OFFICE BEARERS**

**Motion:** That the Secretary, Treasurer and Chairperson of the Strata Committee be appointed.

**3.0 STRATA COMMITTEE REPRESENTATIVES**

**Motion:** That the Strata Committee elect a representative and substitute representative to be the nominated contact person(s) to liaise/instruct Whelan Property Group Pty Limited on behalf of the Strata Committee.

**MEETING CLOSURE**

Date of this notice:

30<sup>th</sup> July 2021

**\* Note:** An owner or the nominee of a corporate owner may attend the Strata Committee Meeting but cannot address the meeting unless the Strata Committee agrees.

## Notes to agenda

### Priority votes

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.

By operation of Clause 24 (1) of Schedule 1 of the Strata Schemes Management Act 2015 a *priority* vote is a vote cast on a motion by a person whose vote has priority under that clause 24. Under Clause 24 (2) a priority vote may be cast on any of the following motions:

- (a) a motion that relates to insurance, budgeting or the fixing of a levy,
- (b) a motion that will require expenditure by the owners corporation of an amount that exceeds the amount prescribed by the regulations for the purposes of this clause,
- (c) a motion that requires a special resolution or unanimous resolution.

Under Clause 24 (3) 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. However, a priority vote has no effect 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.

Under Clause 24 (4) a priority vote may be cast in respect of a lot by:

- (a) the mortgagee of the lot under a mortgage shown on the strata roll as having priority over any other mortgage, and over any covenant charge, shown on the strata roll in relation to the lot, or
- (b) the covenant chargee of the lot under a covenant charge shown on the strata roll as having priority over any mortgage shown on the roll in relation to the lot, or
- (c) the covenant chargee of the lot under a covenant charge shown on the strata roll without any mortgage being shown on the roll in relation to the lot.

Under Clause 12 of the Strata Schemes Management Regulation 2016 for the purposes of Clause 24 (2) of Schedule 1 to the Strata Schemes Management Act 2015, the prescribed amount is the amount of \$1,000 multiplied by the number of lots in the strata scheme.

An owner of a lot or a person with a priority vote in respect of a lot may not vote at the meeting on a motion (other than a motion requiring a unanimous resolution) unless payment has been made before the meeting of all contributions levied on the owner, and any other amounts recoverable from the owner, in relation to the lot.

### Exercise of voting rights

Voting or other rights may be exercised in person (if the addressee of this notice is an individual) or by a company nominee (if the addressee of this notice is a corporation) or by a proxy appointed by the addressee.

### Determining a quorum

The provisions of the Strata Schemes Management Act 2015 for determining the quorum at a general meeting are found in Clause 17 of Schedule 1, which provides:

#### 17 Quorum

- (1) Quorum required for motion or election

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

- (2) When quorum exists

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

- (a) if not less than one-quarter of the persons entitled to vote on the motion or election are present either personally or by duly appointed proxy,
- (b) if not less than one-quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election,
- (c) if there are 2 persons who are present either

personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than one owner in the strata scheme and the quorum otherwise calculated under this subclause would be less than 2 persons.

- (3) A person who has voted, or intends to vote, on a motion or at an election at a meeting 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.

- (4) Procedure if no quorum

If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson must:

- (a) adjourn the meeting for at least 7 days, or
- (b) declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.

- (5) Quorum for adjourned meeting

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

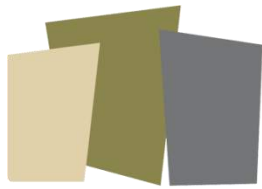
By operation of Clause 26 (1) of Schedule 1 of the Strata Schemes Management Act 2015, in Clause 17 of Schedule 1 of that Act a reference to a *duly appointed proxy* is a reference to a person appointed as a proxy by an instrument in the form prescribed by the Regulations.

By operation of Clause 13 of the Strata Schemes Management Regulation 2016 the form prescribed for the purposes of Clause 26 (1) of Schedule 1 of the Strata Schemes Management Act 2015 is Form 1 in Schedule 1 of that Regulation, a copy of which is annexed to this agenda.

By operation of Clause 26 (3) of Schedule 1 of the Strata Schemes Management Act 2015 an instrument appointing a proxy 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 the instrument is to operate (in the case of a large corporation), or at or before the first meeting in relation to which the instrument is to operate (in any other case).

In accordance with Section 6 of the Strata Schemes Management Act 2015 "large strata scheme" means a strata scheme comprising more than 100 lots (excluding utility lots and lots used for the purposes of parking).

By operation of Clause 3 (2) of Schedule 1 of the Strata Schemes Management Act 2015, in Schedule 1 of that Act a reference to a person entitled to vote on a matter at a meeting of the owners corporation is taken to be a reference to a person entitled to vote on a motion other than a motion requiring a unanimous resolution.



**WHELAN PROPERTY GROUP**  
STRATA MANAGEMENT SERVICES

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[www.whelanproperty.com.au](http://www.whelanproperty.com.au)

THE STRATA COMMITTEE, OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN  
STRATA PLAN 56790 | GREEN SQUARE GARDENS | 506-514 BOTANY ROAD, BEACONSFIELD

<b>MINUTES OF THE GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 56790</b>	
Meeting Title	General Meeting
Strata Plan Number	56790
Date & Venue	Monday, 8 <sup>th</sup> March 2021 via Zoom Video Conference
Start Time	5:00 PM - There was no quorum present within half-hour. The chairperson declared the persons present in person or via proxy constitutes a quorum in accordance with Schedule 1, Clause 17 (4) (b) of the Strata Scheme Management Act 2015. The meeting commenced and opened at 5:30 PM.
Finish Time	5:31 PM
Present (in person or via proxy)	Lots: 1, 2, 4, 41 & 44
In Attendance	Whelan Property Group: Elizabeth Avery
Chairperson	Elizabeth Avery - Whelan Property Group

**A. MEETING ADMINISTRATION**

Attendance, Apologies, Proxies and Voting Rights.

**1.0 PREVIOUS MINUTES**

**RESOLVED:** That the Minutes of the last General Meeting of the Owners Corporation be confirmed as a true record and account of the proceedings of that Meeting.

**2.0 LOT 41 RENOVATIONS BY-LAW**

**RESOLVED:** The Owners Corporation by SPECIAL RESOLUTION pursuant to –

- (a) **Section 108 (2)** of the *Strata Schemes Management Act 2015* authorises the owner of Lot 41 on the scheme to add to and alter the common property within the scheme in accordance with the conditions in **Special By-law – Lot 41 Works** set out in the **Annexure to Change of By-law appended** to the agenda of the general meeting passing this by-law; and

- (b) **Section 141 (1) and Section 143** of the *Strata Schemes Management Act 2015*, **adds Special By-law – Lot 41 Works** for the benefit of the Owner from time to time of Lot 41 as set out in the **Annexure to Change of By-law appended** to the agenda of the general meeting passing this by-law and **RESOLVE** that the Managing Agent be authorised to affix the common seal of the Owners Corporation in accordance with section 273 of the *Strata Schemes Management Act 2015* on the notification to change to the by-laws and organise lodgment in accordance with section 141 (2) of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

#### **CLOSURE**

The Chairperson declared the meeting closed with no further business at 5:31 PM.

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**CHAIRPERSON**

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**DATE**





## **Independent Auditor's Report to the Owners of Strata Plan 56790 for the year ended 31 May 2021**

### **Opinion**

We have audited the financial report of Strata Plan 56790, which comprises a 31 May 2021 balance sheet, the income and expenditure statements for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial report presents fairly, in all material respects, the financial position of Strata Plan 56790 as at 31 May 2021 and its financial performance for the year then ended in accordance with the accounting policies described in the Notes and the financial reporting requirements of S92 and S93 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 section 'Auditor's Responsibilities for the Audit of the Financial Report.'

We are independent of the Plan in accordance with APES 110 Code of Ethics for Professional Accountants (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other 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 (the OC) is responsible for the preparation and fair presentation of the financial report in accordance with the accounting policies described in the Notes and has determined that they are appropriate to meet the financial reporting requirements of S92 and S93 of the Strata Schemes Management Act 2015 as well as being appropriate to meet the needs of the Owners. As a result, the financial report may not be suitable for another purpose.

The OC's responsibility also includes such internal control as the OC is necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, due to fraud or error.

In preparing the financial report, the OC 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 OC either intends to liquidate the Plan or to cease operations, or has no realistic alternative but to do so. Those charged with governance are responsible for overseeing the Plans financial reporting process.

### **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 judgment 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 Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management'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 Entity'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 Entity 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 those charged with governance 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.



Matthew Faulkner  
FCPA Director

16 July 2021

NOTES TO AND FORMING PART OF THE ACCOUNTS

FOR THE YEAR ENDED 31 MAY 2021

NOTE 1 – Accounting policies

This is not a general purpose financial report. It is a special purpose report prepared for the Owners of the Plan to enable compliance with the requirement of Section 92 of the Strata Schemes Management Act 2015 as amended, to prepare financial statements.

As the Plan is not a Reporting Entity, there is no requirement to prepare accounts in accordance with Statements of Accounting Concept 1 and Australian Accounting Standards.

The accounts have been prepared in accordance with the historical cost convention and have not been adjusted for changes in the general purchasing power of money and for changes in the price of specific assets.

The accounts have been prepared on a going concern basis.

NOTE 2 – Income & expenses

Levies are brought to account as income when the levy is 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 – Income tax

Assessable income as defined in Tax Ruling TR 2015/3 is taxable at a rate of 30%. Plans do not trade and are not Small Business Entities. Mutual income such as levies are not taxable. Income tax expense accounts may include tax instalments for years yet to be lodged or assessed. Assessable income received by the plan in respect of common property is taxable in the hands of individual owners. Land Tax is also a personal responsibility.

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 – Creditors

Amounts have been accrued for cleaning (\$5,602), general replacement (\$3,291) electricity (\$1,169) and debt collection fees (\$167).



# **ANNUAL REPORTS**

## **for the financial year to 31/05/2021**

**Strata Plan 56790**

**Green Square Gardens, 506-514 Botany Road,  
BEACONSFIELD NSW 2015**

Manager: Elizabeth Avery

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## Balance Sheet

### As at 31/05/2021

Strata Plan 56790

Green Square Gardens, 506-514 Botany Road,  
BEACONSFIELD NSW 2015

	Current period	Previous year
<b>Owners' funds</b>		
Owners Equity--Admin--O\Balance	8,980.80	5,803.23
Surplus/Deficit--Admin--Current	10,261.28	3,177.57
	<u>19,242.08</u>	<u>8,980.80</u>
Owners Equity--Capital--O\Balance	101,948.83	100,427.16
Surplus/Deficit--Capital--Current	(462.98)	1,521.67
	<u>101,485.85</u>	<u>101,948.83</u>
<b>Net owners' funds</b>	<u><u>\$120,727.93</u></u>	<u><u>\$110,929.63</u></u>
<b>Represented by:</b>		
<b>Assets</b>		
Cash at Bank	136,799.31	116,707.32
Investments	7.88	7.87
Receivable--Levies	2,064.95	1,178.17
Receivable--Owners	181.62	0.00
<b>Total assets</b>	<u>139,053.76</u>	<u>117,893.36</u>
<b>Less liabilities</b>		
Creditor--GST	3,716.55	3,106.89
Creditors	7,764.62	2,872.96
Creditors--Other	0.00	(70.48)
Prepaid Levies	3,926.01	1,012.76
Prepaid Levies--Unallocated	2,918.65	41.60
<b>Total liabilities</b>	<u>18,325.83</u>	<u>6,963.73</u>
<b>Net assets</b>	<u><u>\$120,727.93</u></u>	<u><u>\$110,929.63</u></u>



## Income & Expenditure Statement for the financial year to 31/05/2021

Strata Plan 56790

Green Square Gardens, 506-514 Botany Road,  
BEACONSFIELD NSW 2015

### Administrative Fund

	Current period 01/06/2020-31/05/2021	Annual budget 01/06/2020-31/05/2021	Previous year 01/06/2019-31/05/2020
<b>Revenue</b>			
Interest on Arrears--Admin	98.54	0.00	135.43
Key Deposits	481.74	0.00	769.48
Levies Due--Admin	133,502.58	133,500.00	133,503.33
Status Certificate Fees	327.00	0.00	218.00
Strata Roll Inspection Fees	93.00	0.00	31.00
<b>Total revenue</b>	<b>134,502.86</b>	<b>133,500.00</b>	<b>134,657.24</b>
<b>Less expenses</b>			
Admin--Accounting	820.84	850.00	820.84
Admin--Agent Disbursements	659.59	700.00	503.25
Admin--Agent Disburst--Additional Fees	3,335.90	3,000.00	2,812.34
Admin--Audit Services	640.00	640.00	640.00
Admin--Consultants	800.00	800.00	0.00
Admin--Key Deposit Refunds	0.00	0.00	50.00
Admin--Legal & Debt Collection Fees	0.00	0.00	(0.02)
Admin--Management Fees--Standard	10,014.94	10,240.25	9,692.54
Admin--Regist/License/Permit Fees	146.40	80.00	76.00
Admin--Risk Assess\WH&S Insurance	0.00	80.00	0.00
Admin--Status Certificate Fees Paid	327.00	0.00	218.00
Admin--Strata Inspection Fees Paid	93.00	0.00	31.00
Admin--Taxation Services	236.78	250.00	236.78
Insurance--Building Valuation	0.00	450.00	0.00
Insurance--Premiums	33,211.38	29,900.00	28,465.80
Maint Bldg--Aircon--Maint Contract	3,444.00	3,560.00	3,552.00
Maint Bldg--Cleaning--Contracts	20,506.70	21,000.00	19,479.60
Maint Bldg--Electrical	1,550.00	700.00	829.00
Maint Bldg--Fire Prot--Serv & Repairs	6,600.00	0.00	0.00
Maint Bldg--Fire Protection--Contract	3,938.53	6,000.00	5,890.53
Maint Bldg--Fire Protection--Monitoring	1,900.00	1,900.00	1,900.00
Maint Bldg--Garage Doors	1,480.00	3,000.00	2,146.73
Maint Bldg--General Repairs	1,705.74	6,300.00	5,012.68
Maint Bldg--Hot Water Service	780.00	1,620.00	1,795.45
Maint Bldg--Locks, Keys & Card Keys	570.22	1,000.00	1,042.15
Maint Bldg--Pest/Vermin Control	1,795.00	1,800.00	1,760.00
Maint Bldg--Plumbing & Drainage	1,903.27	7,000.00	7,001.55
Maint Grounds--Lawns & Gardening	15,277.36	17,000.00	17,071.81
Utility--Electricity	4,711.03	1,500.00	1,262.66
Utility--Gas	289.43	300.00	289.13



## Administrative Fund

	Current period 01/06/2020-31/05/2021	Annual budget 01/06/2020-31/05/2021	Previous year 01/06/2019-31/05/2020
Utility--Water & Sewerage	7,504.47	19,000.00	18,899.85
Total expenses	124,241.58	138,670.25	131,479.67
Surplus/Deficit	10,261.28	(5,170.25)	3,177.57
Opening balance	8,980.80	8,980.80	5,803.23
Closing balance	\$19,242.08	\$3,810.55	\$8,980.80



## Capital Works Fund

	Current period 01/06/2020-31/05/2021	Annual budget 01/06/2020-31/05/2021	Previous year 01/06/2019-31/05/2020
<b>Revenue</b>			
Interest on Arrears--Capital	38.94	0.00	29.72
Interest on Investments--Capital	0.01	0.00	0.01
Levies Due--Capital	55,504.59	55,500.00	50,504.32
Total revenue	55,543.54	55,500.00	50,534.05
<b>Less expenses</b>			
Maint Bldg--Consultants	0.00	0.00	1,600.91
Maint Bldg--Fire Protection	0.00	1,000.00	0.00
Maint Bldg--Garage Doors	3,450.00	10,000.00	15,448.00
Maint Bldg--General Replacement	21,738.52	25,000.00	17,920.27
Maint Bldg--Hot Water Services	4,899.00	0.00	0.00
Maint Bldg--Plumbing & Drainage	25,439.00	25,000.00	14,043.20
Maint Grounds--Tree Lopping/Removal	480.00	0.00	0.00
Total expenses	56,006.52	61,000.00	49,012.38
Surplus/Deficit	(462.98)	(5,500.00)	1,521.67
Opening balance	101,948.83	101,948.83	100,427.16
Closing balance	\$101,485.85	\$96,448.83	\$101,948.83





## Levy Positions - Complete for the financial year to 31/05/2021

Strata Plan 56790

Green Square Gardens, 506-514 Botany Road, BEACONSFIELD  
NSW 2015

Administrative Fund													
Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
1	1	30/09/2021	2,790.20	2,790.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	253.66
2	2	30/09/2021	2,790.20	2,790.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	253.66
3	3	30/09/2021	2,790.20	3,487.70	0.00	697.50	0.00	0.00	0.00	0.00	0.00	0.00	253.66
4	4	30/09/2021	2,790.20	2,790.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	253.66
5	5	30/09/2021	2,790.20	3,487.70	0.00	697.50	0.00	0.00	0.00	0.00	0.00	11.47	253.66
6	6	30/09/2021	2,790.20	2,790.22	0.00	0.02	0.00	0.00	0.00	0.00	0.00	9.00	253.66
7	7	30/09/2021	2,790.20	2,790.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	253.66
8	8	30/09/2021	2,790.20	2,790.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	253.66
9	9	31/12/2020	2,790.20	2,092.14	698.06	0.00	0.00	0.00	0.00	0.00	11.49	19.72	253.66
10	10	30/09/2021	2,349.70	2,349.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	213.61
11	11	30/09/2021	2,570.10	2,570.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	233.65
12	12	30/09/2021	2,790.20	2,790.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	253.66
13	13	30/09/2021	2,790.20	2,790.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	253.66
14	14	30/09/2021	2,790.20	2,796.13	0.00	5.93	0.00	0.00	0.00	0.00	0.00	11.27	253.66
15	15	30/06/2021	2,349.70	2,349.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	213.61
16	16	30/09/2021	2,790.20	2,790.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	253.66
17	17	30/09/2021	2,790.20	2,790.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	253.66
18	18	30/09/2021	2,570.10	2,570.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	233.65
19	19	30/09/2021	2,790.20	2,790.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.79	253.66
20	20	30/09/2021	2,790.20	2,790.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	253.66

## Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
21	21	30/09/2021	3,818.20	3,818.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	347.10
22	22	30/09/2021	3,818.20	3,818.18	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.02	347.10
23	23	30/06/2021	3,744.70	3,744.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	340.43
24	24	30/09/2021	3,744.70	3,744.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	340.43
25	25	Unknown	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	26	30/06/2021	3,891.50	3,891.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	353.78
27	27	30/09/2021	3,891.50	3,891.49	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.01	353.78
28	28	30/09/2021	3,304.20	3,304.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.38
29	29	30/06/2021	4,111.90	4,111.89	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.01	373.81
30	30	30/09/2021	3,597.90	3,597.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	327.07
31	31	30/09/2021	2,937.00	2,937.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	267.00
32	32	30/09/2021	2,937.00	2,944.95	0.00	7.95	0.00	0.00	0.00	0.00	0.00	11.90	267.00
33	33	30/09/2021	2,937.00	2,937.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	267.00
34	34	30/09/2021	2,937.00	2,937.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	267.00
35	35	30/09/2021	2,937.00	2,937.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	267.00
36	36	30/09/2021	2,937.00	2,937.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	267.00
37	37	30/09/2021	2,937.00	2,937.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	267.00
38	38	30/09/2021	2,937.00	2,937.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	267.00
39	39	30/09/2021	2,790.20	2,728.39	61.81	0.00	0.00	0.00	0.00	0.00	0.00	13.30	253.66
40	40	30/09/2021	2,716.90	3,396.10	0.00	679.20	0.00	0.00	0.00	0.00	0.00	13.05	247.00
41	41	30/09/2021	2,937.00	2,937.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	267.00
42	42	30/09/2021	2,937.00	2,937.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	267.00
43	43	30/09/2021	3,010.60	3,010.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	273.70
44	44	30/09/2021	3,010.60	3,763.20	0.00	752.60	0.00	0.00	0.00	0.00	0.00	0.00	273.70
45	45	30/09/2021	2,716.90	2,716.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	247.00
46	46	30/09/2021	2,937.00	2,202.80	734.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	267.00

## Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
47	47	30/09/2021	2,937.00	2,937.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	267.00
48	48	30/09/2021	2,937.00	2,937.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	267.00
49	49	30/09/2021	3,010.60	3,010.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	273.70
50	50	30/09/2021	3,010.60	3,010.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	273.70
			146,853.00	148,199.59	1,494.11	2,840.70	0.00	0.00	0.00	0.00	11.49	98.54	13,350.42
Due Excl. GST			133,502.58	0.00									




## Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
1	1	30/09/2021	1,160.10	1,160.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.47
2	2	30/09/2021	1,160.10	1,160.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.47
3	3	30/09/2021	1,160.10	1,426.60	0.00	266.50	0.00	0.00	0.00	0.00	0.00	0.00	105.47
4	4	30/09/2021	1,160.10	1,160.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.47
5	5	30/09/2021	1,160.10	1,426.60	0.00	266.50	0.00	0.00	0.00	0.00	0.00	4.38	105.47
6	6	30/09/2021	1,160.10	1,160.11	0.00	0.01	0.00	0.00	0.00	0.00	0.00	3.44	105.47
7	7	30/09/2021	1,160.10	1,160.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.47
8	8	30/09/2021	1,160.10	1,160.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.47
9	9	31/12/2020	1,160.10	893.38	266.72	0.00	0.00	0.00	0.00	0.00	4.39	8.24	105.47
10	10	30/09/2021	976.90	976.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.81
11	11	30/09/2021	1,068.40	1,068.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.12
12	12	30/09/2021	1,160.10	1,160.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.47
13	13	30/09/2021	1,160.10	1,160.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.47
14	14	30/09/2021	1,160.10	1,162.36	0.00	2.26	0.00	0.00	0.00	0.00	0.00	4.31	105.47
15	15	30/06/2021	976.90	976.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.81
16	16	30/09/2021	1,160.10	1,160.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.47
17	17	30/09/2021	1,160.10	1,160.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.47
18	18	30/09/2021	1,068.40	1,068.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.12
19	19	30/09/2021	1,160.10	1,160.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.95	105.47
20	20	30/09/2021	1,160.10	1,160.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.47
21	21	30/09/2021	1,587.30	1,587.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	144.31
22	22	30/09/2021	1,587.30	1,587.29	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.01	144.31
23	23	30/06/2021	1,556.80	1,556.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	141.52
24	24	30/09/2021	1,556.80	1,556.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	141.52
25	25	Unknown	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	26	30/06/2021	1,617.80	1,617.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	147.06

## Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
27	27	30/09/2021	1,617.80	1,617.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	147.06
28	28	30/09/2021	1,373.80	1,373.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	124.88
29	29	30/06/2021	1,709.50	1,709.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	155.41
30	30	30/09/2021	1,495.80	1,495.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	135.98
31	31	30/09/2021	1,221.10	1,221.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.01
32	32	30/09/2021	1,221.10	1,224.14	0.00	3.04	0.00	0.00	0.00	0.00	0.00	4.55	111.01
33	33	30/09/2021	1,221.10	1,221.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.01
34	34	30/09/2021	1,221.10	1,221.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.01
35	35	30/09/2021	1,221.10	1,221.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.01
36	36	30/09/2021	1,221.10	1,221.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.01
37	37	30/09/2021	1,221.10	1,221.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.01
38	38	30/09/2021	1,221.10	1,221.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.01
39	39	30/09/2021	1,160.10	1,136.49	23.61	0.00	0.00	0.00	0.00	0.00	0.00	5.08	105.47
40	40	30/09/2021	1,129.60	1,389.10	0.00	259.50	0.00	0.00	0.00	0.00	0.00	4.98	102.68
41	41	30/09/2021	1,221.10	1,221.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.01
42	42	30/09/2021	1,221.10	1,221.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.01
43	43	30/09/2021	1,251.60	1,251.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	113.78
44	44	30/09/2021	1,251.60	1,539.10	0.00	287.50	0.00	0.00	0.00	0.00	0.00	0.00	113.78
45	45	30/09/2021	1,129.60	1,129.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102.68
46	46	30/09/2021	1,221.10	940.60	280.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.01
47	47	30/09/2021	1,221.10	1,221.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.01
48	48	30/09/2021	1,221.10	1,221.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.01
49	49	30/09/2021	1,251.60	1,251.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	113.78
50	50	30/09/2021	1,251.60	1,251.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	113.78

Capital Works Fund													
Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
			61,055.10	61,569.57	570.84	1,085.31	0.00	0.00	0.00	0.00	4.39	38.94	5,550.51
		Due Excl. GST	55,504.59				0.00						



Unallocated Money Fund

Lot	Unit	Overpayment	Lot	Unit	Overpayment	Lot	Unit	Overpayment
3	3	1,727.40	5	5	1,079.37	40	40	111.88
Total unallocated money		2,918.65						



## Aged Arrears List

### Strata Plan 56790

Lot	Unit	Name	Balance	Prepaid	Interest	Current	30+ days	60+ days	90+ days	120+ days	Last debt recovery
9	9	Deepika Jeanne Rodrigo	2,050.80	0.00	31.21	964.00	0.00	90.81	964.00	0.78	26/05/2021
23	23	F & B Investements Pty Limited	5.70	0.00	0.00	5.70	0.00	0.00	0.00	0.00	
26	26	F & B Investements Pty Limited	6.40	0.00	0.00	6.40	0.00	0.00	0.00	0.00	
29	29	F & B Investements Pty Limited	5.61	0.00	0.00	5.61	0.00	0.00	0.00	0.00	
			2,068.51	0.00	31.21	981.71	0.00	90.81	964.00	0.78	



## Proposed Budget to apply from 01/06/2021

Strata Plan 56790

Green Square Gardens, 506-514 Botany Road,  
BEACONSFIELD NSW 2015

Administrative Fund			
	Proposed budget	Actual 01/06/2020-31/05/2021	Previous budget
Revenue			
Interest on Arrears--Admin	0.00	98.54	0.00
Key Deposits	0.00	481.74	0.00
Levies Due--Admin	133,500.00	133,502.58	133,500.00
Status Certificate Fees	0.00	327.00	0.00
Strata Roll Inspection Fees	0.00	93.00	0.00
Total revenue	133,500.00	134,502.86	133,500.00
Less expenses			
Admin--Accounting	850.00	820.84	850.00
Admin--Agent Disbursements	700.00	659.59	700.00
Admin--Agent Disburst--Additional Fees	3,000.00	3,335.90	3,000.00
Admin--Audit Services	640.00	640.00	640.00
Admin--Consultants	800.00	800.00	800.00
Admin--Management Fees--Standard	10,240.25	10,014.94	10,240.25
Admin--Regist/License/Permit Fees	150.00	146.40	80.00
Admin--Risk Assess\WH&S Insurance	0.00	0.00	80.00
Admin--Status Certificate Fees Paid	350.00	327.00	0.00
Admin--Strata Inspection Fees Paid	0.00	93.00	0.00
Admin--Taxation Services	250.00	236.78	250.00
Insurance--Building Valuation	450.00	0.00	450.00
Insurance--Premiums	35,000.00	33,211.38	29,900.00
Maint Bldg--Aircon--Maint Contract	3,560.00	3,444.00	3,560.00
Maint Bldg--Cleaning--Contracts	21,000.00	20,506.70	21,000.00
Maint Bldg--Electrical	1,000.00	1,550.00	700.00
Maint Bldg--Fire Prot--Serv & Repairs	5,000.00	6,600.00	0.00
Maint Bldg--Fire Protection--Contract	6,000.00	3,938.53	6,000.00
Maint Bldg--Fire Protection--Monitoring	1,900.00	1,900.00	1,900.00
Maint Bldg--Garage Doors	3,000.00	1,480.00	3,000.00
Maint Bldg--General Repairs	4,000.00	1,705.74	6,300.00
Maint Bldg--Hot Water Service	1,000.00	780.00	1,620.00
Maint Bldg--Locks, Keys & Card Keys	500.00	570.22	1,000.00
Maint Bldg--Pest/Vermin Control	1,800.00	1,795.00	1,800.00
Maint Bldg--Plumbing & Drainage	3,000.00	1,903.27	7,000.00
Maint Grounds--Lawns & Gardening	17,000.00	15,277.36	17,000.00
Utility--Electricity	5,000.00	4,711.03	1,500.00
Utility--Gas	300.00	289.43	300.00
Utility--Water & Sewerage	8,000.00	7,504.47	19,000.00
Total expenses	134,490.25	124,241.58	138,670.25
Surplus/Deficit	(990.25)	10,261.28	(5,170.25)

**Administrative Fund****Proposed  
budget**01/06/2020-31/05/2021  
**Actual****Previous  
budget**

Opening balance	19,242.08	8,980.80	8,980.80
<b>Closing balance</b>	<b>\$18,251.83</b>	<b>\$19,242.08</b>	<b>\$3,810.55</b>
Total units of entitlement	2000		2000
Levy contribution per unit entitlement	\$73.43		\$73.43
Budgeted standard levy revenue	133,500.00		133,500.00
Add GST	13,350.00		13,350.00
Amount to raise in levies including GST	\$146,850.00		\$146,850.00

**Capital Works Fund****Proposed  
budget**01/06/2020-31/05/2021  
**Actual****Previous  
budget****Revenue**

Interest on Arrears--Capital	0.00	38.94	0.00
Interest on Investments--Capital	0.00	0.01	0.00
Levies Due--Capital	55,500.00	55,504.59	55,500.00
<i>Total revenue</i>	55,500.00	55,543.54	55,500.00

**Less expenses**

Maint Bldg--Electrical	5,000.00	0.00	0.00
Maint Bldg--Fire Protection	1,000.00	0.00	1,000.00
Maint Bldg--Garage Doors	10,000.00	3,450.00	10,000.00
Maint Bldg--General Replacement	25,000.00	21,738.52	25,000.00
Maint Bldg--Hot Water Services	0.00	4,899.00	0.00
Maint Bldg--Plumbing & Drainage	25,000.00	25,439.00	25,000.00
Maint Bldg--Roof	10,000.00	0.00	0.00
Maint Grounds--Tree Lopping/Removal	0.00	480.00	0.00
<i>Total expenses</i>	76,000.00	56,006.52	61,000.00

**Surplus/Deficit**

	(20,500.00)	(462.98)	(5,500.00)
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Opening balance

101,485.85

101,948.83

101,948.83

**Closing balance**

\$80,985.85

\$101,485.85

\$96,448.83

Total units of entitlement	2000	2000
Levy contribution per unit entitlement	\$30.53	\$30.53

Budgeted standard levy revenue	55,500.00	55,500.00
Add GST	5,550.00	5,550.00
Amount to raise in levies including GST	\$61,050.00	\$61,050.00

## Proposed Levy Schedule to apply from 01/06/2021

Strata Plan 56790

Green Square Gardens, 506-514 Botany Road,  
BEACONSFIELD NSW 2015

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Capital Works Fund	Quarterly Total	Annual Total
1	1	38.00	697.60	290.00	987.60	3,950.40
2	2	38.00	697.60	290.00	987.60	3,950.40
3	3	38.00	697.60	290.00	987.60	3,950.40
4	4	38.00	697.60	290.00	987.60	3,950.40
5	5	38.00	697.60	290.00	987.60	3,950.40
6	6	38.00	697.60	290.00	987.60	3,950.40
7	7	38.00	697.60	290.00	987.60	3,950.40
8	8	38.00	697.60	290.00	987.60	3,950.40
9	9	38.00	697.60	290.00	987.60	3,950.40
10	10	32.00	587.40	244.20	831.60	3,326.40
11	11	35.00	642.50	267.10	909.60	3,638.40
12	12	38.00	697.60	290.00	987.60	3,950.40
13	13	38.00	697.60	290.00	987.60	3,950.40
14	14	38.00	697.60	290.00	987.60	3,950.40
15	15	32.00	587.40	244.20	831.60	3,326.40
16	16	38.00	697.60	290.00	987.60	3,950.40
17	17	38.00	697.60	290.00	987.60	3,950.40
18	18	35.00	642.50	267.10	909.60	3,638.40
19	19	38.00	697.60	290.00	987.60	3,950.40
20	20	38.00	697.60	290.00	987.60	3,950.40
21	21	52.00	954.60	396.90	1,351.50	5,406.00
22	22	52.00	954.60	396.90	1,351.50	5,406.00
23	23	51.00	936.20	389.20	1,325.40	5,301.60
24	24	51.00	936.20	389.20	1,325.40	5,301.60
26	26	53.00	972.90	404.50	1,377.40	5,509.60
27	27	53.00	972.90	404.50	1,377.40	5,509.60
28	28	45.00	826.10	343.50	1,169.60	4,678.40
29	29	56.00	1,028.00	427.40	1,455.40	5,821.60
30	30	49.00	899.50	374.00	1,273.50	5,094.00
31	31	40.00	734.30	305.30	1,039.60	4,158.40
32	32	40.00	734.30	305.30	1,039.60	4,158.40
33	33	40.00	734.30	305.30	1,039.60	4,158.40
34	34	40.00	734.30	305.30	1,039.60	4,158.40
35	35	40.00	734.30	305.30	1,039.60	4,158.40

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

<b>Lot</b>	<b>Unit</b>	<b>Unit Entitlement</b>	<b>Admin Fund</b>	<b>Capital Works Fund</b>	<b>Quarterly Total</b>	<b>Annual Total</b>
36	36	40.00	734.30	305.30	1,039.60	4,158.40
37	37	40.00	734.30	305.30	1,039.60	4,158.40
38	38	40.00	734.30	305.30	1,039.60	4,158.40
39	39	38.00	697.60	290.00	987.60	3,950.40
40	40	37.00	679.20	282.40	961.60	3,846.40
41	41	40.00	734.30	305.30	1,039.60	4,158.40
42	42	40.00	734.30	305.30	1,039.60	4,158.40
43	43	41.00	752.70	312.90	1,065.60	4,262.40
44	44	41.00	752.70	312.90	1,065.60	4,262.40
45	45	37.00	679.20	282.40	961.60	3,846.40
46	46	40.00	734.30	305.30	1,039.60	4,158.40
47	47	40.00	734.30	305.30	1,039.60	4,158.40
48	48	40.00	734.30	305.30	1,039.60	4,158.40
49	49	41.00	752.70	312.90	1,065.60	4,262.40
50	50	41.00	752.70	312.90	1,065.60	4,262.40
		<b>2,000.00</b>	<b>\$36,715.10</b>	<b>\$15,264.00</b>	<b>\$51,979.10</b>	<b>\$207,916.40</b>

## Insurance

### as at 31/05/2021

Strata Plan 56790

Green Square Gardens, 506-514 Botany Road,  
BEACONSFIELD NSW 2015

Policy No.	NRSC1700408	Strata Community Insurance		
	5			
Type:	Building	Broker:	Cover Force Insurance Broking Locked Bag 7888, SYDNEY NSW 2001	
Premium:	\$33,399.32	Paid on:	24/09/2020	Policy start date: 13/09/2020    Next due: 13/09/2021
<i>Cover</i>		<i>Sum insured</i>		<i>Excess</i>
Building		\$16,480,000.00		\$2,500.00
Loss of Rent		\$2,472,000.00		\$2,500.00
Contents		\$164,800.00		\$2,500.00
Public Liability		\$20,000,000.00		\$2,500.00
Voluntary Workers		\$200,000/2,000		\$2,500.00
Fidelity Guarantee		\$100,000.00		\$2,500.00
Office Bearers Liability		\$1,000,000.00		\$2,500.00
Catastrophe		\$2,472,000.00		\$2,500.00
Government Audit Costs		\$25,000.00		\$2,500.00
Appeal Expenses		\$100,000.00		\$2,500.00
Legal Defence Expenses		\$50,000.00		\$1,000.00
Lot Owners Fixtures & Improvements (per lot)		\$300,000.00		\$2,500.00

Last valuation done on 16/12/2019

Insurance valuation \$16,000,000.00

## STRATA AGENCY AGREEMENT

<b>Date: 26 July 2021</b>		<b>(Bundled)</b>
<b>The Owners – Strata Plan No 56790</b>		<b>“Owners Corporation”</b>
Attention:	The Secretary	
Address:	506-514 Botany Road BEACONSFIELD NSW 2015	
<b>The Agent Whelan Property Group Pty Ltd</b>		<b>“Agent”</b>
Attention: The Licensee		
Address: 277 Pyrmont Street, ULTIMO NSW 2007		
Phone: 02 9219 4111	ABN: 28 116 912 488 Licence No: 1373234	
Email: <a href="mailto:strata@whelanproperty.com.au">strata@whelanproperty.com.au</a>	SCA (NSW) Membership No: 3496	
<b>Particulars</b>		
<b>Item 1</b>	<i>Professional indemnity</i>	Amount insured \$20 million
<b>Item 2</b>	<i>Commencement date</i>	25 <sup>th</sup> October 2021
<b>Item 3</b>	<i>Term</i>	Three (3) years
<b>Item 4</b>	<i>Review date</i>	<i>agreed services</i> – each anniversary of the commencement date in relation to <i>additional services rates</i> – 30 June in relation to <i>charges</i> – 30 June
<b>Item 5</b>	<i>Percentage increase p.a</i>	3%
<b>Item 6</b>	<i>Agreed services fee p.a</i>	<b>\$11,264.00 plus</b> rebates, discounts and commissions in Disclosure Schedule C1– Agent retains all commissions (refer to clause 3.3(a))
<b>Item 7</b>	<i>Fee payment method</i>	Monthly Arrears
<b>Item 8</b>	Manner of accounting	Financial Statements – Providing trust account statements Frequency of Accounting - Monthly Online/Upon Request - Online

**Signatures - Owners Corporation**

The common seal of the *owners corporation* was affixed on \_\_\_\_\_ in the presence of:

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Designation**

\_\_\_\_\_

**Designation**

Being the person(s) authorised by section 272 of the *Act* to attest the affixing of the seal

**Agent**

Signed by ***Whelan Property Group Pty Limited*** in the presences of

\_\_\_\_\_

**Signature of Authorised Person**

\_\_\_\_\_

**Signature of Authorised Person**

\_\_\_\_\_

**Name of Authorised Person**

\_\_\_\_\_

**Name of Authorised Person**

**Service**

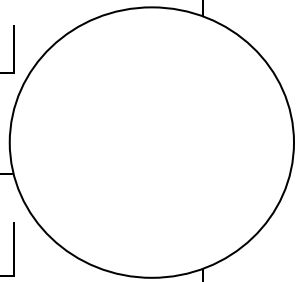
The *owners corporation* acknowledges receipt of a copy of this *agreement* within 48 hours of execution by the *owners corporation* (refer to page 9 for IMPORTANT NOTES to the parties when executing this *agreement*).

\_\_\_\_\_

**Name of Signatory**

\_\_\_\_\_

**Signature**





## Agreement

### 1. Warranties and acknowledgment

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

### 2. Appointment of and delegation to *agent*

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

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

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

### 3. Fees and charges

- 3.1 The *owners corporation* must pay to the *agent* in accordance with the fee payment method:
- (a) the *agreed services fee*; and
  - (b) the *additional services fee* for any *additional services* performed by the *agent*; and
  - (c) the *charges* associated with the performance of the *agreed services* and any *additional services*.
- 3.2 The *owners corporation* authorises the *agent* to retain any fees paid to the *agent* for supplying to third parties information that the *owners corporation* must supply under the *Act* and retain any fees paid to the *agent* for supplying to third parties information that is not required under the *Act*, provided that such fees are charged in accordance with those set out in schedule B.
- 3.3 In addition to the fees and charges in clause 3.1 and 3.2, the *agent* is entitled to remuneration for its services in the form of rebates, discounts and commissions disclosed in schedule C1 and schedule C2 as follows:
- (a) If the first option in *item 6* is selected, the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and services to the *owners corporation* described in the disclosure schedule C1 or schedule C2 or as otherwise notified in writing to the *owners corporation* from time to time and agreed in writing by the *owners corporation*.
  - (b) If the second option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt except for any rebates, discounts and commissions described in the disclosure schedule C2 which may be retained by the *agent*.
  - (c) If the third option in *item 6* is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt.
  - (d) If the *owners corporation*:
    - (i) delegates the *agent* to arrange insurance cover;
    - (ii) selects the first or second option in *item 6*; and
    - (iii) later takes steps to arrange its own insurance or directs, instructs or passes a resolution that has the effect that the *agent* does not receive a commission or rebate for the placement of insurance,then the *agreed services fee* shall be increased by an amount equivalent to the commission the *agent* would have received had the *agent* arranged the insurance cover.
- 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.

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 (NSW).</i>
<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 (NSW).</i>
<i>agreed services</i>	the functions and duties of the <i>owners corporation</i> set out in: <ul style="list-style-type: none"> <li>a) schedule A1 other than those marked “No authority”; and</li> <li>b) schedule A2.</li> </ul>
<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 (NSW)</i>	in relation to a freehold <i>strata scheme</i> , the <i>Strata Schemes Development Act 2015 (NSW)</i> .
<i>disclosure schedule</i>	schedules C1 and C2.
<i>strata committee</i>	the <i>strata committee</i> of the strata scheme.
<i>GST Act</i>	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth).</i>
<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.

*non-standard work* means any work not defined as *standard work*.

*owners corporation* the *owners corporation* described on the front page of the *agreement* and, where appropriate, includes the

*employees, agents* (other than the *agent*), contractors and invitees of the *owners corporation*.

*Regulation* *Property, Stock and Business Agents Regulation 2014* (NSW).

*related persons* 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.

*SCA (NSW)* means Strata Community Australia (NSW).

*services* the *agreed services* and *additional services*.

*standard work* 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 *WHS Act 2011* and *WHS Regulation 2011*;

provided however:

- a) if any of these works require a principal contractor (as defined under the *WHS Act 2011* and *WHS Regulation 2011*) to be appointed then the works will be considered *Non-Standard Work*; or
- b) if there is any inconsistency between *Standard Work* and *Non-Standard Work*, the work will be interpreted as *Non-Standard Work*.

*strata scheme* the *scheme* described on the front page of the

*agreement. term* the period or event in *item 3*:

- a) commencing on the commencement date; and
  - b) expiring at the duration of the period identified or event in *item 3*.
- means the NSW Civil and Administrative Tribunal.

*Tribunal*



## Interpretation

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

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

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

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

## Schedule A1

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

Duties and Functions as described in the Property Stock & Business Agents Regulations (Schedule 6 Clause 6).	FULL AUTHORITY WITH NO LIMITATIONS	No Authority	Full Authority Subject to Limitations as Disclosed in Schedule A2	Regulation Schedule 6 Clause 6 Ref
Undertaking the financial management of funds and books of account.	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 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 <b>regulation 293 of the WHS Regulation 2011</b> 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"/>	
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> . <b>NOTE:</b> 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6(f)
Serving notices to comply with a by-law.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6(i)
Representing the <i>owners corporation</i> or association in tribunal or court proceedings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6(j)
Paying accounts in relation to the <i>scheme</i> (for example, accounts for water charges, council rates and maintenance).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6(k)
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6(l)

## Schedule A2

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

Duties and functions	Limitations on Authority e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method
Undertaking the financial management of funds and books of account.	<p>Limited to the following:</p> <ul style="list-style-type: none"> <li>- Establish and maintain trust account</li> <li>- Issue levy notices</li> <li>- Monitor and arrange for recovery of levy arrears</li> <li>- Pay invoices on behalf of Owners' Corporation</li> <li>- Pay accounts for water charges, council rates, electricity charges and other utilities</li> <li>- Receive, acknowledge, bank and account for money paid to the owners corporation</li> <li>- Provide monthly accounts paid summary to Treasurer</li> <li>- Provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report</li> <li>- Assist auditor by providing accounts and records for audit</li> <li>- Prepare administrative fund budget and arrange for sinking fund budget</li> <li>- Prepare estimates for the administrative and sinking funds</li> <li>- Manage the Capital Fund and the Administrative Fund</li> <li>- Overseeing &amp; submitting annual Trust Account Audit to Office of Fair Trading</li> <li>- Preparation of information required for activity statements and lodgement of BAS returns by a registered tax agent (where authorised)</li> <li>- Preparation of additional financial reports or reports prepared to specific requirements not included in Agreed Services</li> <li>- Preparation of information for lodgement of ABN / GST Registration or Cancellation by a registered tax agent (where authorised)</li> <li>- lodgement of annual tax return by a registered tax agent</li> <li>- Establishing investment term deposits &amp; arranging transfer of monies to &amp; from investment term deposits</li> <li>- Act as Treasurer</li> </ul>	Agreed Service Fee and Additional Services fee in Schedule D
Holding documents and maintaining records relating to the	Limited to the following:	Agreed Service Fee and Additional

<p><i>scheme</i> (for example, the strata roll, notices, and minutes of meetings).</p>	<ul style="list-style-type: none"> <li>- For large strata schemes (more the 100 lots) distribute minutes of meetings and resolutions of the Strata Committee as required by the Strata Schemes Management Regulations</li> <li>- Provide disclosed legal costs to owners by as required by section 105 of the Act</li> <li>- Maintain strata roll and minutes book and other records</li> <li>- Maintain correspondence file</li> <li>- Record and retain notices under section 22, 258 and 259 of the <i>Act</i></li> <li>- Issue minutes of delegated performance</li> <li>- Maintain common seal</li> <li>- Attend to routine written and oral communication</li> <li>- Liaise with nominated owners corporation and representative</li> <li>- Act as Secretary</li> </ul>	<p>Services fee in Schedule D</p>
<p>Arranging building inspections and reports.</p>	<p>Limited to the following:</p> <ul style="list-style-type: none"> <li>- As directed by the Strata Committee engage an appropriately qualified consultant to undertake inspections and provide necessary reports .</li> </ul>	<p>Additional Service fee in Schedule B &amp; D</p>
<p>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.</p>	<p>Limited to the following:</p> <ul style="list-style-type: none"> <li>- Arrange for contractors to undertake routine repairs and maintenance of the common property and/or specified personal property vested in the Owners Corporation provided that any expenditure incurred by Whelan Property Group Pty Ltd on such matters without obtaining the approval of the Owners Corporation does not exceed \$1,000.00</li> <li>- Obtain quotations for repair, maintenance and replacement of the common property or specified personal property vested in the Owners Corporation</li> <li>- Obtain two (2) quotations for any item of proposed expenditure exceeding the amount prescribed by the Strata Schemes Management Regulations.</li> <li>- Obtain ten (10) year capital fund forecast as required</li> <li>- Liaise with tradesmen about work to be carried out on the Strata Scheme and engage appropriately qualified tradespersons to do so</li> <li>- Arrange and execute contracts pursuant to the <i>Home Building Act 1989 (NSW)</i></li> <li>- Maintain list of tradesmen who have public liability insurance and are licensed.</li> </ul>	<p>Additional Services fee in Schedule B &amp; D</p>
<p>Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i>, and the appointment</p>	<p>Limited to the following:</p> <ul style="list-style-type: none"> <li>- A minuted owners corporation appointment of both a Principal Contractor and the tradesman undertaking the required Non-Standard Work; and</li> </ul>	<p>Additional Services fee in Schedule B &amp; D</p>

on behalf of the <i>owners corporation</i>	<ul style="list-style-type: none"> <li>- The Principal Contractor engaging and overseeing all tradespersons on Non-Standard Works.</li> </ul>	
Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>scheme</i> .	No Limitations	Fees noted in Schedule D.
Arranging insurance cover for the <i>scheme</i> .  <b>NOTE:</b> 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.	Limited to the following: <ul style="list-style-type: none"> <li>- Prepare and lodge routine and non-routine insurance claims</li> <li>- Claims administration and other activities involved in minimisation of loss, liaison with loss adjustors and other related parties.</li> <li>- Arrange insurance valuations</li> </ul>	Fees in schedule C.
Serving notices to comply with a by-law.	Limited to the following: <ul style="list-style-type: none"> <li>- Subject to minuted instructions from the Strata Committee.</li> </ul>	Additional service fee in Schedule B and D
Managing the capital works fund and the administrative fund.	Limited to the following, subject to instructions from the Strata Committee <ul style="list-style-type: none"> <li>- Assist the engagement of appropriately qualified expert consultants and lawyers as directed by the Owners Corporation</li> <li>- Assist in organisation of all necessary inspections of common property and personal property vested in the Owners Corporation.</li> <li>- Assist the expert consultants and lawyers by providing access to any documentation and to assist in communication with all owners and tenants as necessary.</li> </ul>	Additional service fee in Schedule B and D
Undertaking steps necessary to recover any money owing in relation to levies.	Limited to the following: <ul style="list-style-type: none"> <li>- Levy Recovery Step 1 – Issue reminder notice at least 32 days after levy due date.</li> <li>- Levy Recovery Step 2 – Issue second reminder notice at least 64 days after levy due date</li> <li>- Levy Recovery Step 3 – Engage a lawyer/legal representative or debt recovery expert on behalf of the Owners Corporation to take all action necessary to recover any unpaid levies remaining unpaid at least 14 days after the issuing of the second reminder notice under step 2.</li> </ul>	Additional service fee in Schedule D

Representing the <i>owners corporation</i> or association in tribunal or court proceedings.	<p>Limited to the following:</p> <ul style="list-style-type: none"> <li>- Respond to queries regarding by-laws</li> <li>- Arrange and changes and registration of amendments to the by-laws of the Strata Scheme</li> <li>- Issue standard by-law breach letters</li> <li>- Preparation and lodgement of applications for mediation, adjudication, tribunal orders including the briefing or any lawyers and legal representation required on behalf of the Owners Corporation</li> <li>- Attendance at Mediation or Tribunal hearing on behalf of the Owners Corporation.</li> <li>- Preparation for any other legal matter/proceedings that the Owners Corporation may be in.</li> </ul>	Included in Agreed Fee and Additional Services fee in Schedule D & B
Paying accounts in relation to the <i>scheme</i> (for example, accounts for water charges, council rates and maintenance).	Subject to any minuted instructions of the Strata Committee. Otherwise, arrange payment of all invoices.	Included in Agreed Fee and Schedule D.
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings.	<ul style="list-style-type: none"> <li>- Arranging and undertaking administrative duties (preparation and circulation of notice and agenda and minutes) in relation to annual general meetings and the strata committee meeting immediately after AGM per annum</li> <li>- Attendance at Annual General Meeting held on site, Monday-Thursday, commencing at or before 4:00pm, not exceeding 1.5 hour</li> <li>- Act as Chairperson at general meetings and strata committee meetings, if directed</li> </ul>	Included in Agreed Service Fee and Additional Services fee in Schedule D and B
By-Laws	<p>Limited to the following:</p> <ul style="list-style-type: none"> <li>- Answer queries from the Strata Committee about by-laws</li> <li>- Issue standard letter to occupant regarding by-law breaches</li> </ul>	Agreed Service Fee
Compliance Matters	<p>Limited to the following:</p> <ul style="list-style-type: none"> <li>- Arrange and lodge Annual Fire Safety Statement</li> <li>- Arrange and lodge Annual Lift Certificate</li> <li>- Arrange and Lodge Annual Cooling Tower Registration</li> <li>- Arrange Swimming Pool Compliance Certificate with Council.</li> <li>- Arrange for preparation and lodgement of annual tax return</li> </ul>	Additional Service Fee outlined in schedule D

\*These *fees* have been negotiated between the parties to the *agreement*

## Schedule B – Fees

Item	Charge (inclusive of GST)	Unit
Adjourned meeting charge	\$220.00	Per hour (min 1 hour)
Attending meeting (Mon-Thurs – Start time 8.00 AM – 6.00 PM)	\$220.00	Per hour (min 1 hour)
Attending meeting (Mon-Friday all other times)	\$280.00	Per hour (min 1 hour)
Attending meeting on weekend or public holiday	\$400.00	Per hour (min 1 hour)
Strata Committee meeting by electronic vote	\$160.00	Per meeting
Hourly rate for accounting and administrative staff	\$110.00	Per hour
Hourly rate for Tax agent	\$220.00	Per hour
Hourly rate for strata manager	\$190.00	Per hour
Hourly rate for senior strata manager (Licensed)	\$220.00	Per hour
Hourly rate for principal/director	\$320.00	Per hour

\*These *fees* have been negotiated between the parties to the *agreement*

## Schedule C – Disclosure schedule

### Schedule C1 – The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
Strata Community Insurance	Up to 20% of base premium or 50% of net brokerage fee	Also noted on scheme's AGM notice paper
Austbrokers   Coverforce Modern Insurance Brokers	Up to 20% of base premium or 50% of net brokerage fee	Also noted on scheme's AGM notice paper
CHU Underwriting Agencies	Up to 20% of base premium or 50% of net brokerage fee	Also noted on scheme's AGM notice paper

The *agent* is an authorised representative of CHU Underwriting Agencies, Coverforce and Austbrokers. The agent is an insurance distributor with the remaining companies listed in the table above. The agent is qualified to give general advice and information about insurance, not personal advice. If the association requires specialist insurance advice the Agent can refer the association to an insurance advisor. If the agent recommends that your building insurance should be placed with the Insurers, the association acknowledges and agrees that the recommendation is general advice (not personal advice). The association should read the Product Disclosure Statement before deciding to purchase that insurance.

### Schedule C2 - The following providers pay a rebate, discount or commission to the *agent*:

#### Disclosure Notes:

The *agent* and its employees from time to time receive the benefit of training services provided by various service providers and experts which include the following:

<ul style="list-style-type: none"><li>• CHU Underwriting Agencies Pty Ltd</li><li>• Bannermans Lawyers</li><li>• Kerin Benson Lawyers</li></ul>	<ul style="list-style-type: none"><li>• Chamber Russell Lawyers</li><li>• JS Mueller &amp; Co Lawyers.</li><li>• Strata Community Insurance</li></ul>
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In addition, from time to time, the agent by its representatives attends various strata industry events and conferences such as:

<ul style="list-style-type: none"><li>• SCA (NSW) annual conference</li><li>• SCA national conference</li><li>• SCA training and educations events</li></ul>	<ul style="list-style-type: none"><li>• Griffith University conference</li><li>• Other SCA educational events</li></ul>
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### Schedule D – Charges and associated fees\*

Item	Charge (inc of GST)	Unit
<b>Accounting</b>		
ABN & GST registration (Cancellation)	\$110.00	Per lodgment
Accounting - provide Quarterly Statutory Financial reports under Reg 37 of PSBA Act, including reconciled balance sheet, statement of income & expenditure & levy status report	\$110.00	Per quarter
Audit Preparation (Preparation of accounts for audit)	\$330.00	Per financial year
Creditor approval system by Strata Committee	\$15.00	Per month
Certificate under Section 184	As per act	Per certificate
Certificate under Section 184 (utility lot) -	As per act	Per certificate
Paying creditors (inc. postage)	\$9.90	Per cheque
Paying creditors (EFT)	\$0.88	Per item
<b>Business activity statement (registered tax agent)</b>		
Total levies under \$50,000 pa	\$88.00	Per lodgment
Total levies under \$50,001 to \$100,000 pa	\$235.00	Per lodgment
Total levies over \$100,001 pa	\$335.00	Per lodgment
<b>Tax return (preparation and lodgment by registered tax agent)</b>		
2 to 20 lots	\$269.00	Per lodgment
21 to 100 lots	\$345.00	Per lodgment
100 lots above	\$485.00	Per lodgment
Tax instalment activity statement	\$33.00	Per lodgment
Tax portal update	\$110.00	Per update
<b>Term deposit placement   Bank loan</b>		
Receive instruction and renew deposit	\$53.00	Per transaction
Open new investment account with trust bank account	\$53.00	Per transaction
Premium fund management (loan)	\$33.00	Per month
<b>Levy collection (charge to lot owner)</b>		
Debt recovery – first notice	\$36.00	Per item
Debt recovery – final notice	\$57.00	Per item
Debt recovery – referral to legal	\$88.00	Per item
Management of levy payment plan	\$55.00	Per month; payment plan
<b>Disbursement</b>		
Archive storage and administration	Included	Per box per month
Courier & express post	At cost + 10%	Per item
Electronic data storage   Email   Portal	\$1.32	Per lot per month
SMS – Text messages	Included	Per message per number
Inspecting records	At cost	As per act

Issue levy notice (incl. Postage)	Included	Per lot per levy
Issue and striking of special levy (incl. Postage)	Included	Per lot per levy
Issue key	\$22.00	Per key
Photocopying, collating & stapling	Included	Per copy
Postage & handling – small (up to 7 pages) – Beyond included items	Included	Per envelope
Postage & handling – medium (7 pages to 19) - Beyond included items	Included	Per envelope
Postage & handling – large (20 pages up) - Beyond included items	Included	Per envelope
<b>Repairs - Standard / Non-Standard works</b>		
Issue written confirmation of work/quotation requested	\$13.50	Per item
After hours calls / Emergency Calls	\$150.00	Per After Hours Call
Project management – manage non-routine projects	hourly rate for relevant staff	Per hour
<b>By-law Breach Management</b>		
Issue notice to comply (including common seal)	\$120.00	Per item
Make application to office of fair trading / government	\$120.00	Per application
Attend NCAT   mediation	hourly rate for relevant staff	Per hour (min 1 hour)
<b>Compliance - Certification   Form lodgment</b>		
Lift   Escalator – work cover certification	\$220.00	Per certificate
Fire certification (Form 15) annual	\$550.00	Per lodgment
Annual cooling tower certificate	\$220.00	Per certificate
Arranging rectification of defects	\$220.00	Per hour
Work, Health and Safety	\$220.00	Per hour
Swimming pool registration	\$220.00	Per certificate
Trades compliance	Included	Per annum
Change of By-laws   Lodgment   Registration	\$220.00 Plus Land titles fee	Per lodgment
<b>Meetings</b>		
Attending all weekday meetings other than annual general meeting held in agent's offices during business hours. Attending all adjourned meetings & all meetings at a venue outside agent's office.	hourly rate for relevant staff	Per hour (min 1 hour)
Preparation of agendas & minutes of any other general meetings & committee meetings not immediately after the annual general meeting & arranging strata committee meetings by written vote.	hourly rate for relevant staff	Per hour (min 1 hour)

\*These *fees* and *charges* have been negotiated between the parties to the *agreement*.

### Addition Fees and Charges (Bundled)

Item – Included (bundled) -	Charge	Unit
<b>Bundled/included disbursement and administrative charges</b>		
Includes **; <ul style="list-style-type: none"> <li>• Archive storage and administration</li> <li>• Issue levy notice (incl. Postage)</li> <li>• Issue and striking of special levy (incl. Postage)</li> <li>• Photocopying, collating &amp; stapling</li> <li>• Postage &amp; handling – small (up to 7 pages) – Beyond included items</li> <li>• Postage &amp; handling – medium (7 pages to 19) - Beyond included items</li> <li>• Postage &amp; handling – large (20 pages up) - Beyond included items</li> <li>• SMS – Text messages</li> <li>• Trades compliance</li> <li>• Telephone charges</li> <li>• Monthly accounts</li> <li>• Overseeing and submitting mandatory trust account to Office of fair trading</li> <li>• Keeping key register (as required)</li> <li>• Affixing common seal (as required)</li> <li>• Providing electronic copies;               <ul style="list-style-type: none"> <li>○ Certificate of Currency</li> <li>○ Fire Statement</li> <li>○ By-laws</li> </ul> </li> </ul>	Included	Per month
<b>Meeting/s</b>		
Includes; <ul style="list-style-type: none"> <li>• Attendance at (1) one annual general meeting and concurrent strata committee held (Mon-Thurs) – Commencing at 5.30 PM for 1.5 hours on-site or office premises.</li> </ul>	Included	Per Meeting

**\*\*Excludes** additional duties and requirements specified by changes in legislation or 3rd party pricing changes introduced after the commencement of this agreement, distribution of applications for NCAT orders and dealing with court or Tribunal subpoenas.

Date \_\_\_\_\_

I/We \_\_\_\_\_

the owners of lot \_\_\_\_\_

in Strata Plan No \_\_\_\_\_

appoint \_\_\_\_\_

of \_\_\_\_\_

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

I/We appoint \_\_\_\_\_

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

if \_\_\_\_\_ already holds the maximum number of proxies that may be accepted.

Period or number of meetings for which appointment of proxy has effect:

- ☐ \*1 meeting ☐ \* \_\_\_\_\_ meetings ☐ \*1 month
- ☐ \* \_\_\_\_\_ months ☐ \*12 months or 2 consecutive annual general meetings

\*Tick or tick and complete whichever applies

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

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

**\*2** This form authorises the proxy to vote on my/our behalf on the following matters only:

\_\_\_\_\_

\_\_\_\_\_

[Specify the matters and any limitations on the manner in which you want the proxy to vote.]

\*Delete paragraph 1 or 2, whichever does not apply.

**\*3** If a vote is taken on whether Whelan Property Group (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:

\_\_\_\_\_

\_\_\_\_\_

\*Delete paragraph 3 if proxy is not authorised to vote on this matter. For examples, read note 1 below.

**\*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.

Signature of owner/s \_\_\_\_\_

**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.