

SydneyStrataReport

property strata inspections

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STRATA REPORT

Client	Infinity Property Agents
Address of property	TH 2/92 Buckland Street, Alexandria, NSW.
Lot	9
Strata Plan	SP 96044
Name of Strata Management Co.	Net Strata
Telephone Number of Strata Agent	1300 638 787
Report Date	1 June 2023

General Information

Owner's Name	Senanayake Pematilake
Unit Entitlement.	59
Total Unit Entitlement.	1059

Levy Contributions

Administration Fund contribution.	\$1,589.05
Capital Works Fund contribution.	\$965.40
Are There any Special Levies?	A special levy of \$420,000.00 was raised to cover the cost of remedial work with the builder's insurer contributing \$538,335.88. Instalments due: 15 July 2023, 15 August 2023 and, 15 October 2023. The seller may be liable for these special levies as the contract has already been signed, see comments below.
Admin. Fund Balance Approx.	\$8,768.31
Capital Works Fund Balance.	\$74,352.85

Insurances

Building Insurance	Yes
Insurance Company	SUU
Due Date	30 November 2023
Fire Safety Report ?	Yes
Certificate Date.	2022
Pet Friendly?	Owners corporation permission needed.

Meetings

<p>Annual General Meeting 19 December 2019</p> <p>Extraordinary General Meeting 19 May 2020</p>	<p>Administration Fund set at \$81,677.60 p.a. Capital Works Fund set at \$35,145.00 p.a. Building insurance continued, Legal proceedings against the developers for defects is recorded to have commenced (since resolved). All other matters were meeting formalities and general maintenance as per the scan below, Meeting closed.</p> <p>The defect report is recorded to have been served on the builder (reports attached), Meeting closed.</p>
<p>Extraordinary General Meeting 17 March 2020</p> <p>Annual General Meeting 10 December 2020</p>	<p>A list of defects the builder was remediating at the time is recorded in this meeting attached below. Special levy of \$20,000.00 was raised for legal expenses, Motion 9. Lot 9 installation of artificial grass on their lawn was approved, Meeting closed.</p> <p>Administration Fund set at \$96,289.60 p.a. Capital Works Fund set at \$22,682.00 p.a. Building insurance continued, Absolution of Maintenance and fittings bylaw passed, the items made the maintenance responsibility of lot owners can be seen in the bylaws on the contract and the agenda of this meeting below. All other matters were meeting formalities and general maintenance as per the scan below, Meeting closed.</p>
<p>Extraordinary General Meeting 23 February 2021</p> <p>Annual General Meeting 14 December 2021</p>	<p>Defect remediation is recorded to be ongoing at the time, A special levy of \$30,000.00 was raised to address the deficit in the Administration Fund. Meeting closed.</p> <p>Administration Fund set at \$89,225.00 p.a. Capital Works Fund set at \$27,816.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, Meeting closed.</p>

<p>Strata Committee Meeting 17 March 2022</p> <p>Strata Committee Meeting 27 June 2022</p> <p>Strata Committee Meeting 20 March 2023</p> <p>Annual General Meeting 30 November 2022</p>	<p>Ongoing defect remediation is recorded only.</p> <p>The builder is recorded to gone insolvent, defect remediation is to continue.</p> <p>All common area defects are recorded to have been finished, Meeting closed.</p> <p>Administration Fund set at \$107,732.35 p.a. Capital Works Fund set at \$7,700.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, Meeting closed.</p>
<p>Extraordinary General Meeting 13 June 2023</p>	<p>The quote of \$249,950.00 was accepted for works as listed in the agenda attached below plus a 10% supervision fee. A special levy of \$420,000.00 was raised to cover the cost of remedial work with the builder's insurer contributing \$538,335.88.</p> <p>Instalments due: 15 July 2023, 15 August 2023 and, 15 October 2023.</p> <p>The agenda of this meeting has the scope of works which details what is to be done and where, The special levy amount for TH 2 will be \$6,195.00 The contract for the works has been signed so the buyer may not be liable for these special levies, see comments below. Meeting closed.</p>
<p>Other comments.</p>	<p>This report is to be taken in context and in conjunction with the scans below.</p> <p>As the contract has been signed, works may have commenced which may legally bind the seller for the cost of the whole special levy. Legal advice should be sought in relation to this specifically.</p>

Strata Plan 96044
Lot 9, 92 BUCKLAND STREET ALEXANDRIA

Date	Fund	Details	Debit	Credit	Balance
31/05/22	Administrative	BPay Payment: DEFT Bpay 0000042961		1,314.60	1,314.60
31/05/22	Capital Works	BPay Payment: DEFT Bpay 0000042961		410.30	1,724.90
01/07/22	Administrative	Levy 1/7/2022-30/9/2022	1,314.60		410.30
01/07/22	Capital Works	Levy 1/7/2022-30/9/2022	410.30		0.00
31/08/22	Administrative	BPay Payment: DEFT Bpay 0000042961		1,314.60	1,314.60
31/08/22	Capital Works	BPay Payment: DEFT Bpay 0000042961		410.30	1,724.90
01/10/22	Administrative	Levy 1/10/2022-31/12/2022	1,314.60		410.30
01/10/22	Capital Works	Levy 1/10/2022-31/12/2022	410.30		0.00
01/10/22	Administrative	Recovery from Owners - Gas Consump	674.70		(674.70)
10/11/22	Administrative	Arrears Notice Fee - Levy Notice on	35.00		(709.70)
17/11/22	Administrative	BPay Payment: DEFT Bpay 0000042961		709.70	0.00
02/12/22	Administrative	Air Conditioner - Gas - Recovery o	275.41		(275.41)
23/12/22	Administrative	BPay Payment: DEFT Bpay 0000042961		1,864.46	1,589.05
23/12/22	Capital Works	BPay Payment: DEFT Bpay 0000042961		965.40	2,554.45
09/01/23	Administrative	Levy 1/1/2023-31/3/2023	1,589.05		965.40
09/01/23	Capital Works	Levy 1/1/2023-31/3/2023	965.40		0.00
16/03/23	Administrative	BPay Payment: DEFT Bpay 0000042961		1,615.51	1,615.51
16/03/23	Capital Works	BPay Payment: DEFT Bpay 0000042961		965.40	2,580.91
01/04/23	Administrative	Levy 1/4/2023-30/6/2023	1,589.05		991.86
01/04/23	Capital Works	Levy 1/4/2023-30/6/2023	965.40		26.46
01/04/23	Administrative	Air Conditioner - Gas - Recovery o	26.46		0.00
			9,570.27	9,570.27	0.00
				Interest Due:	\$0.00
				Total Due:	\$0.00

Strata Plan 96044
92 BUCKLAND STREET ALEXANDRIA

	Administrative Fund	Capital Works Fund	TOTAL
ASSETS			
Cash at Bank	12,861.20	74,537.58	87,398.78
Levies Receivable	717.90	788.07	1,505.97
Total Assets	13,579.10	75,325.65	88,904.75
LIABILITIES			
Levies Paid in Advance	4,332.77	0.00	4,332.77
GST Liabilities	478.02	972.80	1,450.82
Total Liabilities	4,810.79	972.80	5,783.59
Net Assets	8,768.31	74,352.85	83,121.16
OWNERS FUNDS			
Opening Balance	27,148.78	45,252.65	72,401.43
Surplus / Deficit for the period	(18,380.47)	29,100.20	10,719.73
Closing Balance	8,768.31	74,352.85	83,121.16
Total Owners Funds	8,768.31	74,352.85	83,121.16

Strata Plan 96044
92 BUCKLAND STREET ALEXANDRIA
Administrative Fund

	Actual	Budget	Actual	Budget
	01/11/22 - 30/05/23	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Income				
Debt Collection Recoveries				
Debt Collection Recoveries	\$350.02	\$0.00	\$95.46	\$0.00
Debt Collection Recoveries-Reversal	(\$98.46)	\$0.00	\$0.00	\$0.00
Expenses Recoveries				
Owner Expense Recoveries	\$0.00	\$0.00	\$3,298.48	\$0.00
Insurance Claim Income				
Insurance Claim Income	\$17,461.49	\$0.00	\$0.00	\$0.00
Interest				
Interest On Levy Arrears	\$18.29	\$0.00	\$23.41	\$0.00
Interest On Levy Arrears (Lift Contributions Fund)	\$2.82	\$0.00	\$0.00	\$0.00
Levy Income				
Contributions - General	\$48,978.36	\$98,006.35	\$81,032.20	\$89,225.00
Lift Contributions (Lift Contributions Fund)	\$3,500.18	\$7,000.00	\$6,818.20	\$7,500.00
Special Levy				
Special Levy - Building Refurb. Work (Special Levy - Remedial Works Fund)	\$0.00	\$73,921.50	\$0.00	\$0.00
Total Income	\$70,212.70	\$178,927.85	\$91,267.75	\$96,725.00
Expenses				
Accounting, Taxation & Banking				
Bank Fees	\$22.60	\$46.35	\$40.99	\$45.00
DEFT Process Fees	\$28.68	\$80.00	\$56.33	\$85.00
BAS & Tax Administration	\$702.75	\$1,100.00	\$1,043.85	\$400.00
Audit Report	\$0.00	\$0.00	\$0.00	\$450.00
Air Conditioning				
Air Conditioning Maintenance	\$5,692.00	\$9,000.00	\$8,869.00	\$6,500.00
Mechanical Ventilation	\$720.00	\$1,900.00	\$1,840.00	\$1,500.00
Air Conditioning Repairs	\$3,562.00	\$0.00	\$0.00	\$0.00
Building General				
General Maintenance	\$4,706.13	\$2,000.00	\$495.00	\$2,000.00
Garage Security Gate / Shutter	\$168.18	\$2,300.00	\$2,499.99	\$1,500.00
Locks & Doors	\$350.00	\$0.00	\$0.00	\$0.00
Building Repairs (Special Levy - Remedial Works Fund)	\$0.00	\$73,921.50	\$0.00	\$0.00
Cleaning				
Cleaning - General	\$3,120.00	\$6,300.00	\$6,240.00	\$7,000.00
Cleaning - Pressure Cleaning	\$0.00	\$0.00	\$2,195.00	\$1,550.00
Electrical				
Electrical Repairs	\$250.00	\$2,000.00	\$1,571.00	\$2,500.00
Electricity				
Electricity Consumption	\$3,553.98	\$7,000.00	\$6,374.30	\$8,000.00
Fire Control				
Fire Services	\$4,484.30	\$12,000.00	\$8,408.96	\$12,000.00

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92 BUCKLAND STREET ALEXANDRIA
Administrative Fund

	Actual	Budget	Actual	Budget
	01/11/22 - 30/05/23	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Gas				
Gas Consumption	\$985.58	\$0.00	\$4,247.83	\$0.00
Insurance				
Insurance Premium	\$18,863.09	\$19,000.00	\$15,810.43	\$16,800.00
Insurance Valuation Report	\$0.00	\$270.00	\$270.00	\$300.00
Insurance Claims	\$14,442.04	\$0.00	\$0.00	\$0.00
Legal & Professional Services				
Legal Fees	\$0.00	\$0.00	\$3,056.85	\$0.00
Lift Repairs				
Lift Maintenance (Lift Contributions Fund)	\$0.00	\$7,000.00	\$6,990.00	\$7,000.00
Lift Maintenance	\$4,462.86	\$0.00	\$0.00	\$0.00
Pest Control				
Pest Control - General	\$640.00	\$1,200.00	\$750.00	\$1,300.00
Plumbing				
Plumbing - General	\$688.19	\$3,000.00	\$3,232.80	\$2,000.00
Detention Pit & Pump Maintenance	\$2,779.14	\$5,400.00	\$5,395.32	\$5,600.00
Roofing & Gutters	\$0.00	\$0.00	\$0.00	\$1,500.00
Security & Intercom				
Intercom Repairs / Replacement	\$0.00	\$0.00	\$0.00	\$1,000.00
Strata/Building Administration				
Building Defect Claim Administration	\$8,240.23	\$10,000.00	\$6,487.08	\$0.00
Debt Collection Fees	\$254.56	\$0.00	\$159.10	\$525.00
Land Titles & By-Law Registration	\$0.00	\$1,500.00	\$1,384.47	\$2,000.00
Management Services	\$5,166.48	\$6,995.00	\$5,787.87	\$6,600.00
Owner Refund	\$350.00	\$0.00	\$1,306.00	\$0.00
Printing, Postage & Stationery	\$1,290.09	\$1,000.00	\$869.41	\$2,000.00
Signs & Signage Installation	\$0.00	\$0.00	\$159.00	\$0.00
Strata Administration	\$1,864.89	\$4,000.00	\$2,668.30	\$4,500.00
Legislative Compliance	\$442.64	\$700.00	\$413.18	\$350.00
Inspection Fees	\$82.00	\$420.00	\$0.00	\$420.00
Telephone				
Lift Phone & Phone Charges	\$48.26	\$95.00	\$53.30	\$0.00
Lift Phone & Phone Charges (Lift Contributions Fund)	\$0.00	\$0.00	\$0.00	\$500.00
Water				
Water Consumption	\$632.50	\$700.00	\$644.04	\$800.00
Total Expenses	\$88,593.17	\$178,927.85	\$99,319.40	\$96,725.00
Surplus / Deficit	(\$18,380.47)	\$0.00	(\$8,051.65)	\$0.00

Strata Plan 96044
92 BUCKLAND STREET ALEXANDRIA
Capital Works Fund

	Actual 01/11/22 - 30/05/23	Budget 01/11/22 - 31/10/23	Actual 01/11/21 - 31/10/22	Budget 01/11/21 - 31/10/22
Income				
Interest				
Interest On Levy Arrears	\$19.80	\$0.00	\$7.31	\$0.00
Levy Income				
Contributions - Capital Works Fund	\$29,750.40	\$59,500.00	\$25,287.80	\$27,816.00
Total Income	\$29,770.20	\$59,500.00	\$25,295.11	\$27,816.00
Expenses				
Air Conditioning				
Air Conditioning Maintenance	\$0.00	\$0.00	\$2,310.00	\$0.00
Building General				
General Maintenance	\$0.00	\$0.00	\$2,400.00	\$0.00
Capital Works Fund Maintenance	\$0.00	\$59,500.00	\$0.00	\$27,816.00
Garage Security Gate / Shutter	\$670.00	\$0.00	\$0.00	\$0.00
Total Expenses	\$670.00	\$59,500.00	\$4,710.00	\$27,816.00
Surplus / Deficit	\$29,100.20	\$0.00	\$20,585.11	\$0.00

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ADMINISTRATIVE FUND OTHER INCOME

Date	Ref.	Payee	Details	Amt.	Bal.
Contributions - General					
13/03/23	lot 13		lot 13-Levy Notice Postage Fee	\$3.00	\$3.00
10/05/23	lot 17		lot 17-Levy Notice Postage Fee	\$3.00	\$6.00
25/05/23	lot 13		lot 13-Levy Notice Postage Fee	\$3.00	\$9.00
			Total Contributions - General	\$9.00	
Debt Collection Recoveries					
10/11/22	lot 9		lot 9-Arrears Notice Fee - Levy Notice on	\$31.82	\$31.82
15/01/23	lot 7		lot 7-Arrears Notice Fee - Levy Notice on	\$31.82	\$63.64
15/01/23	lot 11		lot 11-Arrears Notice Fee - Levy Notice on	\$31.82	\$95.46
25/01/23	lot 7		lot 7-Arrears Notice Fee - Levy Notice on	\$31.82	\$127.28
16/02/23	lot 7		lot 7-Arrears Notice Fee - Levy Notice on	\$31.82	\$159.10
16/02/23	lot 11		lot 11-Arrears Notice Fee - Levy Notice on	\$31.82	\$190.92
25/02/23	lot 7		lot 7-Arrears Notice Fee - Levy Notice on	\$31.82	\$222.74
10/04/23	lot 7		lot 7-Arrears Notice Fee - Levy Notice on	\$31.82	\$254.56
10/05/23	lot 7		lot 7-Arrears Notice Fee - Levy Notice on	\$31.82	\$286.38
10/05/23	lot 17		lot 17-Arrears Notice Fee - Levy Notice on	\$31.82	\$318.20
25/05/23	lot 7		lot 7-Arrears Notice Fee - Levy Notice on	\$31.82	\$350.02
			Total Debt Collection Recoveries	\$350.02	
Debt Collection Recoveries-Reversal					
22/02/23			arrears notice reversal	-\$31.82	-\$31.82
22/02/23			Arrears notice reversal	-\$31.82	-\$63.64
12/05/23			arrears notice fee reversal	-\$31.82	-\$95.46
12/05/23			levy notice postage fee reversal	-\$3.00	-\$98.46
			Total Debt Collection Recoveries-Reversal	-\$98.46	
Insurance Claim Income					
30/11/22			Flooding U101,102,G01 - DOL141022	\$13,323.86	\$13,323.86
24/02/23			Flooding DOL 141022	\$4,137.63	\$17,461.49
			Total Insurance Claim Income	\$17,461.49	
Interest On Levy Arrears					
20/02/23	lot 11		lot 11-Credit Card - CCD: DEFT CCd VN 0000	\$5.55	\$5.55
11/04/23	lot 11		lot 11-Credit Card - CCD: DEFT CCd VN 0000	\$12.74	\$18.29
			Total Interest On Levy Arrears	\$18.29	
			Total Administrative Other Income	\$17,740.34	

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92 BUCKLAND STREET ALEXANDRIA

ADMINISTRATIVE FUND EXPENSES

Date	Ref.	Payee	Details	Amt.	Bal.
Air Conditioning Maintenance					
02/02/23	896522	J.E.C. AIR CONDITIONING	Quarterly A/C Maintenance - 30/01/2023	\$742.00	\$742.00
22/03/23	911976	J.E.C. AIR CONDITIONING	Service Air Conditioning - 10/03/23	\$4,950.00	\$5,692.00
			Total Air Conditioning Maintenance	\$5,692.00	
Air Conditioning Repairs					
23/03/23	912314	J.E.C. AIR CONDITIONING	U101 Rectify Zone Motors - 14/03/23	\$840.00	\$840.00
28/03/23	913713	J.E.C. AIR CONDITIONING	Replace Block Ex Silencer - 14/03/23	\$1,980.00	\$2,820.00
17/04/23	919040	J.E.C. AIR CONDITIONING	Routine Quarterly Maintenance - 30/04/23	\$742.00	\$3,562.00
			Total Air Conditioning Repairs	\$3,562.00	
Bank Fees					
30/11/22			Service Charge: Service Charge Fee	\$4.60	\$4.60
30/12/22			Service Charge: Service Charge Fee	\$3.20	\$7.80
31/01/23			Service Charge: Service Charge Fee	\$3.00	\$10.80
28/02/23			Service Charge: Service Charge Fee	\$5.00	\$15.80
31/03/23			Service Charge: Service Charge Fee	\$4.00	\$19.80
28/04/23			Service Charge: Service Charge Fee	\$2.80	\$22.60
			Total Bank Fees	\$22.60	
BAS & Tax Administration					
01/11/22	868118	NETSTRATA	BAS Administration - 01/08/22 - 31/10/22	\$234.25	\$234.25
01/02/23	894478	NETSTRATA	BAS Administration - 01/11/22 - 31/01/23	\$234.25	\$468.50
01/05/23	923689	NETSTRATA	BAS Administration - 1/02/23 -30/04/23	\$234.25	\$702.75
			Total BAS & Tax Administration	\$702.75	
Building Defect Claim Administration					
05/12/22	879902	INTEGRATED BUILD & ENGINEER	Professional Fees - 01/12/22	\$2,180.00	\$2,180.00
19/12/22	884607	INTEGRATED BUILD & ENGINEER	Inspect Apartment Building - 11/10/22	\$2,180.00	\$4,360.00
01/02/23	894478	NETSTRATA	Defect Claims Work as per 7.8(b) of MAA - Insurance claim and engineers correspondence.	\$472.73	\$4,832.73
13/02/23	900106	INTEGRATED BUILD & ENGINEER	Preparation Of Scopes & Works - 09/02/23	\$3,290.00	\$8,122.73
06/03/23	906756	INTEGRATED BUILD & ENGINEER	Professional Fees - 17/02/23	\$117.50	\$8,240.23
			Total Building Defect Claim Administration	\$8,240.23	
Cleaning - General					
14/11/22	872643	ONEMAROO CLEANING	Cleaning - October 2022	\$480.00	\$480.00
06/12/22	881075	ONEMAROO CLEANING	Cleaning - November 2022	\$600.00	\$1,080.00

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25/01/23	892067	ONEMAROO CLEANING	Cleaning - December 2022	\$480.00	\$1,560.00
15/03/23	910315	ONEMAROO CLEANING	Cleaning - February 2023	\$480.00	\$2,040.00
15/03/23	910318	ONEMAROO CLEANING	Cleaning - January 2023	\$600.00	\$2,640.00
28/04/23	925015	ONEMAROO CLEANING	Cleaning - March 2023	\$480.00	\$3,120.00

Total Cleaning - General **\$3,120.00**

Debt Collection Fees

01/02/23	894478	NETSTRATA	Levy Notice on 31/03/2023*	\$127.28	\$127.28
01/05/23	923689	NETSTRATA	Levy Notice on 10/04/2023*	\$127.28	\$254.56

Total Debt Collection Fees **\$254.56**

DEFT Process Fees

30/11/22			DEFT Process Fee	\$1.36	\$1.36
30/12/22			DEFT Process Fee	\$7.86	\$9.22
27/01/23			DEFT Process Fee	\$6.82	\$16.04
31/01/23			DEFT Process Fee	\$0.68	\$16.72
28/02/23			DEFT Process Fee	\$2.05	\$18.77
31/03/23			DEFT Process Fee	\$5.14	\$23.91
28/04/23			DEFT Process Fee	\$4.77	\$28.68

Total DEFT Process Fees **\$28.68**

Detention Pit & Pump Maintenance

15/11/22	873500	TREATMENT SOLUTIONS	6 Cartridge Stormfilter Installed - Nov 2022	\$463.19	\$463.19
14/12/22	883273	TREATMENT SOLUTIONS	6 Cartridge Stormfilter Installed - Dece 2022	\$463.19	\$926.38
17/01/23	889509	TREATMENT SOLUTIONS	6 Cartridge Stormfilter - January 2018	\$463.19	\$1,389.57
15/02/23	900606	TREATMENT SOLUTIONS	FM Plan 6 Cartridge SF - 14/02/23	\$463.19	\$1,852.76
15/03/23	909713	TREATMENT SOLUTIONS	FM Plan For 6 Cartridge Stormfilter - March 2023	\$463.19	\$2,315.95
17/04/23	918524	TREATMENT SOLUTIONS	FM Plan 6 Cartridge SF System - 14/04/23	\$463.19	\$2,779.14

Total Detention Pit & Pump Maintenance **\$2,779.14**

Electrical Repairs

31/01/23	896529	LIPPIATT ELECTRICAL	Install 8 RCBOs - 30/01/23	\$250.00	\$250.00
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Total Electrical Repairs **\$250.00**

Electricity Consumption

06/12/22	880799	ENERGY LOCALS	Electricity Consumption - 09/09/22 - 01/12/22	\$1,526.99	\$1,526.99
15/03/23	909806	ENERGY LOCALS	Electricity Consumption - 02/12/22 - 11/03/23	\$2,026.99	\$3,553.98

Total Electricity Consumption **\$3,553.98**

Fire Services

01/11/22	868118	NETSTRATA	Fire Compliance - 01/08/22 - 31/10/22	\$140.04	\$140.04
15/11/22	874384	ADT FIRE MONITORING	Fire Alarm Monitoring - 31/10/22 - 30/10/23	\$1,761.48	\$1,901.52
09/01/23	887130	WINFIRE	AFSS & Signage Installation - 06/01/23	\$569.00	\$2,470.52
31/01/23	893515	MPK FIRE SAFETY	De-isolate Panel - 03/08/22	\$400.00	\$2,870.52

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01/02/23	894478	NETSTRATA	Fire Compliance - 01/11/22 - 31/01/23	\$140.04	\$3,010.56
01/05/23	923689	NETSTRATA	Fire Compliance - 01/02/23 - 30/04/2023*	\$523.74	\$3,534.30
02/05/23	925353	ALEX DE BRITO FIRE	Annual Inspection - 28/04/23	\$950.00	\$4,484.30
Total Fire Services				\$4,484.30	

Garage Security Gate / Shutter

17/04/23	918634	DOMINATOR DOOR	Periodic Service On Panelift Door - 14/04/23	\$168.18	\$168.18
Total Garage Security Gate / Shutter				\$168.18	

Gas Consumption

22/11/22	875185	ORIGIN ENERGY - GAS	Gas Consumption - 18/08/22 - 18/11/22	\$2,373.79	\$2,373.79
02/12/22	lot 1		lot 1-Air Conditioner - Gas - Recovery o	-\$276.79	\$2,097.00
02/12/22	lot 2		lot 2-Air Conditioner - Gas - Recovery o	-\$50.71	\$2,046.29
02/12/22	lot 3		lot 3-Air Conditioner - Gas - Recovery o	-\$12.94	\$2,033.35
02/12/22	lot 4		lot 4-Air Conditioner - Gas - Recovery o	-\$64.09	\$1,969.26
02/12/22	lot 5		lot 5-Air Conditioner - Gas - Recovery o	-\$1.10	\$1,968.16
02/12/22	lot 6		lot 6-Air Conditioner - Gas - Recovery o	-\$110.93	\$1,857.23
02/12/22	lot 7		lot 7-Air Conditioner - Gas - Recovery o	-\$203.50	\$1,653.73
02/12/22	lot 8		lot 8-Air Conditioner - Gas - Recovery o	-\$194.85	\$1,458.88
02/12/22	lot 9		lot 9-Air Conditioner - Gas - Recovery o	-\$250.37	\$1,208.51
02/12/22	lot 10		lot 10-Air Conditioner - Gas - Recovery o	-\$5.39	\$1,203.12
02/12/22	lot 18		lot 18-Air Conditioner - Gas - Recovery o	-\$31.84	\$1,171.28
02/12/22	lot 11		lot 11-Air Conditioner - Gas - Recovery o	-\$288.92	\$882.36
02/12/22	lot 13		lot 13-Air Conditioner - Gas - Recovery o	-\$1.13	\$881.23
02/12/22	lot 16		lot 16-Air Conditioner - Gas - Recovery o	-\$133.15	\$748.08
02/12/22	lot 17		lot 17-Air Conditioner - Gas - Recovery o	-\$821.83	-\$73.75
22/02/23	902408	ORIGIN ENERGY - GAS	Gas Consumption - 19/11/22 - 20/02/23	\$4,769.04	\$4,695.29
01/04/23	lot 1		lot 1-Air Conditioner - Gas - Recovery o	-\$15.55	\$4,679.74
01/04/23	lot 2		lot 2-Air Conditioner - Gas - Recovery o	-\$652.25	\$4,027.49
01/04/23	lot 3		lot 3-Air Conditioner - Gas - Recovery o	-\$407.09	\$3,620.40
01/04/23	lot 4		lot 4-Air Conditioner - Gas - Recovery o	-\$12.07	\$3,608.33
01/04/23	lot 5		lot 5-Air Conditioner - Gas - Recovery o	-\$3.97	\$3,604.36
01/04/23	lot 6		lot 6-Air Conditioner - Gas - Recovery o	-\$738.07	\$2,866.29
01/04/23	lot 7		lot 7-Air Conditioner - Gas - Recovery o	-\$255.88	\$2,610.41
01/04/23	lot 8		lot 8-Air Conditioner - Gas - Recovery o	-\$100.25	\$2,510.16
01/04/23	lot 9		lot 9-Air Conditioner - Gas - Recovery o	-\$24.05	\$2,486.11
01/04/23	lot 10		lot 10-Air Conditioner - Gas - Recovery o	-\$337.54	\$2,148.57
01/04/23	lot 11		lot 11-Air Conditioner - Gas - Recovery o	-\$399.36	\$1,749.21
01/04/23	lot 12		lot 12-Air Conditioner - Gas - Recovery o	-\$2.07	\$1,747.14
01/04/23	lot 13		lot 13-Air Conditioner - Gas - Recovery o	-\$76.61	\$1,670.53
01/04/23	lot 14		lot 14-Air Conditioner - Gas - Recovery o	-\$3.04	\$1,667.49
01/04/23	lot 15		lot 15-Air Conditioner - Gas - Recovery o	-\$19.56	\$1,647.93
01/04/23	lot 16		lot 16-Air Conditioner - Gas - Recovery o	-\$94.17	\$1,553.76
01/04/23	lot 17		lot 17-Air Conditioner - Gas - Recovery o	-\$524.42	\$1,029.34
01/04/23	lot 18		lot 18-Air Conditioner - Gas - Recovery o	-\$43.76	\$985.58
Total Gas Consumption				\$985.58	

General Maintenance

02/11/22	868872	MOULD CLEANING AUSTRALIA	Mould Removal Services - 01/11/22	\$778.00	\$778.00
21/11/22	874711	RESOLUTE MAINTENANCE	Replaced Lock For Correct Operation - 16/11/22	\$220.00	\$998.00

Strata Plan 96044
92 BUCKLAND STREET ALEXANDRIA

29/11/22	877606	MAINTTECH	Refix & Adjust Door - 28/11/22	\$250.00	\$1,248.00
01/02/23	893817	RESOLUTE MAINTENANCE	Install Cylinder & Latch - 31/01/23	\$592.50	\$1,840.50
07/02/23	897685	GEOFF BAILEY	Reimbursement for Lock & Adhesive	\$39.38	\$1,879.88
22/02/23	902419	RESOLUTE MAINTENANCE	Replace Intrumescent Grill - 21/02/23	\$550.00	\$2,429.88
13/03/23	910032	INTEGRATED BUILD & ENGINEER	Tender Inspection - 08/03/23	\$990.00	\$3,419.88
17/04/23	919684	INTEGRATED BUILD & ENGINEER	Preparation Of Tender Analysis - 12/04/23	\$990.00	\$4,409.88
11/05/23	928595	THE GARDENMAKERS	Gardening - March 2023	\$120.00	\$4,529.88
19/05/23	931664	INTEGRATED BUILD & ENGINEER	Tenders & CA Process - 08/05/23	\$176.25	\$4,706.13
Total General Maintenance				\$4,706.13	

Inspection Fees

13/12/22	882542	CITY OF SYDNEY COUNCIL	AFS_Inspection Fees	\$82.00	\$82.00
Total Inspection Fees				\$82.00	

Insurance Claims

05/12/22	881231	FLOOD EMERGENCY SERVICES	UNIT 101 - Water Extraction - 11/02/22	\$14,323.86	\$14,323.86
01/02/23	894478	NETSTRATA	Insurance Claim for as per 7.7(b) of MAA	\$118.18	\$14,442.04
Total Insurance Claims				\$14,442.04	

Insurance Premium

22/11/22	875058	STRATA INSURANCE SERVICES	Insurance Premium 30/11/22 to 30/11/23	\$17,605.27	\$17,605.27
22/11/22	875058	STRATA INSURANCE SERVICES	Stamp Duty on Insurance Premium	\$1,257.82	\$18,863.09
Total Insurance Premium				\$18,863.09	

Legislative Compliance

01/11/22	868118	NETSTRATA	Section 258 Compliance - Tenant Update Lot 17	\$40.91	\$40.91
01/02/23	894478	NETSTRATA	Pre-AGM Survey & Preparation	\$347.73	\$388.64
16/03/23	910989	DEPARTMENT OF CUSTOMER SERVICE	Strata Hub Administration Fee	\$54.00	\$442.64
Total Legislative Compliance				\$442.64	

Lift Maintenance

30/11/22	877820	KONE ELEVATORS	Lift Maintenance - 01/01/23 - 31/03/23	\$1,462.56	\$1,462.56
24/02/23	903042	KONE ELEVATORS	Lift Maintenance - 01/04/23 - 30/06/23	\$1,375.17	\$2,837.73
24/02/23	903042	KONE ELEVATORS	GSM Service - 01/04/23 - 30/06/23	\$114.72	\$2,952.45
24/05/23	932497	KONE ELEVATORS	Lift Maintenance - 01/07/23 - 30/09/23	\$1,394.10	\$4,346.55
24/05/23	932497	KONE ELEVATORS	GSM Service - 01/07/23 - 30/09/23	\$116.31	\$4,462.86
Total Lift Maintenance				\$4,462.86	

Lift Phone & Phone Charges

01/11/22	868118	NETSTRATA	Phone Charges - 01/08/22 - 31/10/22*	\$25.72	\$25.72
01/02/23	894478	NETSTRATA	Phone Charges - 01/11/22 - 31/01/23	\$11.04	\$36.76

Strata Plan 96044
92 BUCKLAND STREET ALEXANDRIA

01/05/23	923689	NETSTRATA	Phone Charges - 1/02/23 - 30/04/23	\$11.50	\$48.26
			Total Lift Phone & Phone Charges	\$48.26	

Locks & Doors

13/02/23	899962	LOCK & ROLL LEICHHARDT	U102 Fit 2 Lock Handle - 09/02/23	\$350.00	\$350.00
			Total Locks & Doors	\$350.00	

Management Services

01/11/22	868118	NETSTRATA	Management Services - 01/11/22 - 31/01/23	\$1,499.89	\$1,499.89
22/12/22	885129	NETSTRATA	Management Services 7/12/2022 -31/1/2023	\$169.09	\$1,668.98
01/02/23	894478	NETSTRATA	Management Services - 01/02/23 - 30/04/23	\$1,748.75	\$3,417.73
01/05/23	923689	NETSTRATA	Management Services - 01/05/23 - 31/07/23	\$1,748.75	\$5,166.48
			Total Management Services	\$5,166.48	

Mechanical Ventilation

02/05/23	925263	WARATAH AIR	6 Monthly Service Ventilation - 14/03/23	\$720.00	\$720.00
			Total Mechanical Ventilation	\$720.00	

Owner Refund

01/12/22	879869	Christopher Alexander	Reimbursement for Room Hire	\$350.00	\$350.00
			Total Owner Refund	\$350.00	

Pest Control - General

08/03/23	909268	PESTIGE SOLUTIONS	Pest Control - 07/03/23	\$480.00	\$480.00
08/03/23	909271	PESTIGE SOLUTIONS	Install Bait Station x 5 - 07/03/23	\$160.00	\$640.00
			Total Pest Control - General	\$640.00	

Plumbing - General

26/12/22	885398	RESCUE U PLUMBING SYDNEY	U9 Roof Leaks - 23/12/22	\$225.00	\$225.00
17/05/23	930363	TREATMENT SOLUTIONS	FM Plan For 6 Stormfilter System - May 2023	\$463.19	\$688.19
			Total Plumbing - General	\$688.19	

Printing, Postage & Stationery

01/11/22	868118	NETSTRATA	Printing & Postage - 01/08/22 - 31/10/22*	\$213.74	\$213.74
01/02/23	894478	NETSTRATA	Printing & Postage - 01/11/22 - 31/01/23*	\$438.95	\$652.69
02/02/23	896017	SNAP ROCKDALE	Printing Supplies - 31/01/23	\$429.50	\$1,082.19
01/05/23	923689	NETSTRATA	Printing & Postage - 1/02/23 - 30/04/23*	\$207.90	\$1,290.09
			Total Printing, Postage & Stationery	\$1,290.09	

Strata Administration

Strata Plan 96044
92 BUCKLAND STREET ALEXANDRIA

01/11/22	868118	NETSTRATA	Calculating Gas usage and applying charges to each lot as per 9.24 of MAA	\$118.18	\$118.18
01/11/22	868118	NETSTRATA	After Hours call out Burst pipe - 14/10/22	\$90.00	\$208.18
01/11/22	868118	NETSTRATA	Engaging Expert Consultants for Remedial works	\$236.36	\$444.54
01/11/22	868118	NETSTRATA	Annual Strata Administration	\$420.22	\$864.76
07/11/22	870333	PRIME STRATA SUPPORT	Annual Check Of 21 Licenses, Insurances & Qualifications - October 2022	\$661.50	\$1,526.26
01/02/23	894478	NETSTRATA	Calculating Gas usage and applying charges to each lot as per 9.24 of MAA	\$118.18	\$1,644.44
01/05/23	923689	NETSTRATA	Calculating Gas usage and applying charges to each lot as per 9.24 of MAA	\$177.27	\$1,821.71
01/05/23	923689	NETSTRATA	Stationery By-Law Administration	\$43.18	\$1,864.89
Total Strata Administration				\$1,864.89	

Water Consumption

02/11/22	869084	SYDNEY WATER	Water Consumption - 30/07/22 - 25/10/22	\$220.00	\$220.00
02/02/23	895533	SYDNEY WATER	Water Consumption - 26/10/22 - 21/01/23	\$195.00	\$415.00
05/05/23	926706	SYDNEY WATER	Water Consumption - 22/01/23 - 30/04/23	\$217.50	\$632.50
Total Water Consumption				\$632.50	

Total Administrative Expenses **\$88,593.17**

CAPITAL WORKS FUND OTHER INCOME

Date	Ref.	Payee	Details	Amt.	Bal.
Interest On Levy Arrears					
11/04/23	lot 11		lot 11-Credit Card - CCD: DEFT CCd VN 0000	\$11.11	\$11.11
01/05/23	lot 7		lot 7-BPay Payment: DEFT Bpay 0000042959	\$8.69	\$19.80
Total Interest On Levy Arrears				\$19.80	
Total Capital Works Other Income				\$19.80	

CAPITAL WORKS FUND EXPENSES

Date	Ref.	Payee	Details	Amt.	Bal.
Garage Security Gate / Shutter					
31/01/23	896561	AUTO-LIFT GARAGE	Install Height Bar - 30/01/23	\$670.00	\$670.00
Total Garage Security Gate / Shutter				\$670.00	
Total Capital Works Expenses				\$670.00	

LIFT CONTRIBUTIONS FUND OTHER INCOME

Date	Ref.	Payee	Details	Amt.	Bal.
Interest On Levy Arrears					

Strata Plan 96044**92 BUCKLAND STREET ALEXANDRIA**

01/05/23 lot 7

lot 7-BPay Payment: DEFT Bpay 0000042959

\$2.82

\$2.82

Total Interest On Levy Arrears**\$2.82****Total Lift Contributions Other
Income****\$2.82**



Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

CERTIFICATE OF CURRENCY

To Whom It May Concern

Date: 01.12.22
Policy No.: 06S2095576
Type of Insurance: Residential Strata Insurance
Period Of Insurance: : From 4.00pm 30th November 2022
To 4.00pm 30th November 2023

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request.

This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured :	Strata Plan No: 96044	
Situation :	92-94 Buckland Street Alexandria	NSW 2015
Section 1 :	Building including common contents	\$ 13,130,000
	Loss of Rent/Temporary Accommodation(15%)	\$ 1,969,500
	Catastrophe or Emergency (15%)	\$ 1,969,500
	Additional Loss of Rent	\$ Not Insured
	Additional Catastrophe	\$ Not Insured
	Floating Floors	\$ Not Insured
Section 2 :	Glass	\$ Included
Section 3 :	Theft	\$ Included
Section 4 :	Liability	\$ 20,000,000
Section 5 :	Fidelity Guarantee	\$ 100,000
Section 6 :	Office Bearers Liability	\$ 1,000,000
Section 7 :	Voluntary Workers (Weekly/ Capital Benefit)	\$2000/200,000
Section 8 :	Government Audit Costs	\$ 25,000
Section 9 :	Legal Expenses	\$ 50,000
Section 10:	Workplace, Health & Safety Breaches	\$ 100,000
Section 11:	Machinery Breakdown	\$ Not Insured
Section 12:	Lot Owners Improvements (Per Lot)	\$ 250,000
Section 13:	Workers Compensation	Not Insured
Section 1	\$ 1,000	all claims + as per policy wording
Section 2	\$ 1,000	all claims
Section 3	\$ 1,000	all claims

On behalf of the Insurers: Insurance Australia Limited trading as
CGU Insurance ABN 11 000 016 722



Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

CERTIFICATE OF CURRENCY

Strata Plan 96044
(SUU NSW SO975 0162662/007)

01. Additional policy exclusion Building Defects and Remedial Work
exclusion (applicable to all sections)

We will not pay any claims for Damage to Insured Property, Personal Injury, Property Damage, Loss, or Legal Expenses caused directly or indirectly by, contributed by or arising from defect in any item, structural defect, faulty design, faulty workmanship, error or omission as outlined within the report issued by Sedgwick Building Consultancy Division dated 9 September 2022

Fire Safety Statement



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

Please note:

Information to assist building owners to complete each section of the statement is provided on pages 3, 4 and 5.

Section 1: Type of statement

This is (mark applicable box): ☒ an annual fire safety statement (complete the declaration at Section 8 of this form)
☐ a supplementary fire safety statement (complete the declaration at Section 9 of this form)

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

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

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

92 BUCKLAND STREET, ALEXANDRIA NSW 2015

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

SP 96044

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

4 LEVEL RESIDENTIAL CONCRETE AND BRICK CONSTRUCTION

1 LEVELS BELOW GROUND CARPARK

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

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

The Owners Corporation of SP 96044

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

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

C/- Netstrata PO BOX 265 Hurstville BC 1481

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
AUTOMATIC FIRE DETECTION AND ALARM SYSTEMS	BCA CLAUSE E2.2, SPECIFICATION E2.2A CLAUSES 3, 4 AND 6 AND AS1670.1-2004, AS3786-2014 FIRE ENGINEERING REPORT BY HOLMES FIRE REF 113642 VERSION H DATED 23 NOVEMBER 2017, TERM M3.01 OF COUNCILS ORDER MODIFICATION DATED 15 JUNE 2021, CLAUSE 7 OF SPECIFICATION E2.2A OF NCC 2019	05/09/2022	F047655A
EMERGENCY LIGHTING	BCA PART E4, AS 2293.1-2005 FIRE ENGINEERING REPORT BY HOLMES FIRE REF 113642 VERSION H DATED 23 NOVEMBER 2017	05/09/2022	F047655A
EXIT SIGNS	BCA PART E4, AS 2293.1-2005 FIRE ENGINEERING REPORT BY HOLMES FIRE REF 113642 VERSION H DATED 23 NOVEMBER 2017	05/09/2022	F047655A

Fire Safety Statement

Part 15 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



FIRE HYDRANTS SYSTEMS	BCA CLAUSE E1.3, AS 2419 1-2005 FIRE ENGINEERING REPORT BY HOLMES FIRE REF 113642 VERSION H DATED 23 NOVEMBER 2017	05/09/2022	F047655A
FIRE-RATED LIFT LANDING DOORS	BCA PART CLAUSE C3.10, AS 1735.11- 1986	05/09/2022	F047655A
FIRE-RATED DOORS	BCA CLAUSE C3,4, C3,8, C3,10, C3.11 AS 1905.1-2005 FIRE ENGINEERING REPORT BY HOLMES FIRE REF 113642 VERSION H DATED 23 NOVEMBER 2017	05/09/2022	F047655A
FIRE RATED ROOF HATCH (FIRE ISOLATED STAIRWAY)	BCA C1.1, AS1530.4-2014	05/09/2022	F047655A
FIRE SEALS (INCLUDING FIRE COLLARS, & FIRE- STOPPING/MASTIC)	BCA CLAUSE C3.15, BCA SPECIFICATION C3.15, AS1530.4-2005, 4072.1	05/09/2022	F047655A
FIRE DAMPERS	BCA C3.15 AS 1682 / AS/NZS 1668.1	05/09/2022	F047655A
MECHANICAL AIR HANDLING/SMOKE CONTROL SYSTEM	E2.2 OF THE BCA / AS/NZS 1668.1, AS1670,1 TERM 1.04 OF COUNCILS FIRE SAFETY ORDER DATED 8 DECEMBER 2020	05/09/2022	F047655A
HOSE REEL SYSTEM	BCA CLAUSE E1.4, AS 2441-2005	05/09/2022	F047655A
PORTABLE FIRE EXTINGUISHERS	BCA CLAUSE E1.6, AS 2444-2001	05/09/2022	F047655A
WARNING AND OPERATIONAL SIGNS	FIRE DOOR SIGNAGE — BCA CLAUSE D2.23 OFFENCES RELATING TO FIRE STAIRS — CLAUSE 183 OF EP&A REGULATION 2000 FIRE ENGINEERING REPORT BY HOLMES FIRE REF 113642 VERSION H DATED 23 NOVEMBER 2017	05/09/2022	F047655A
WARNING SYSTEMS ASSOCIATED WITH LIFTS (INCLUDING SIGNS)	BCA PART E3	05/09/2022	F047655A
HEAT ATTENUATION SCREEN TO SOUTHEAST WINDOW, APARTMENT 201 (L2)	FIRE ENGINEERING REPORT BY HOLMES FIRE REF 113642 VERSION H DATED 23 NOVEMBER 2017	05/09/2022	F047655A
THERMAL DETECTORS PROVIDED WITHIN CARPARK & PRIVATE GARAGES IN ACCORDANCE WITH AS 1670.1 2004	FIRE ENGINEERING REPORT BY HOLMES FIRE REF 113642 VERSION H DATED 23 NOVEMBER 2017	05/09/2022	F047655A
ROLLER SHUTTER PROVIDED AT VEHICULAR RAMP LINKED TO FIP TO CLOSE UPON FIRE ALARM	FIRE ENGINEERING REPORT BY HOLMES FIRE REF 113642 VERSION H DATED 23 NOVEMBER 2017	05/09/2022	F047655A
-/90/30 SELF-CLOSING DOOR TO THE GARBAGE ROOM ON GOURD LEVEL	FIRE ENGINEERING REPORT BY HOLMES FIRE REF 113642 VERSION H DATED 23 NOVEMBER 2017	05/09/2022	

Fire Safety Statement

Part 15 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



-/120/30 SELF-CLOSING DOORS BETWEEN PRIVATE GARAGES & TOWNHOUSES, WITH NON-LOCKABLE SINGLE HAND DOWNWARD ACTION HARDWARE	FIRE ENGINEERING REPORT BY HOLMES FIRE REF 113642 VERSION H DATED 23 NOVEMBER 2017	05/09/2022	F047655A
LIFT LOBBY GLASS DOORS (X2)	FIRE ENGINEERING REPORT BY HOLMES FIRE REF 113642.04 VERSION K DATED 26 MAY 2021, TERM M1.05 OF COUNCILS ORDER MODIFICATION DATED 15 JUNE 2021, BCA 2015 PART D2.21 & AS 1670.1-2004	05/09/2022	F047655A
"STORAGE NOT PERMITTED IN THIS AREA"	FIRE ENGINEERING REPORT BY HOLMES FIRE REF 113642 04 VERSION K DATED 26 MAY 2021, TERM M1.07 OF COUNCILS ORDER MODIFICATION DATED 15 JUNE 2021	05/09/2022	F047655A
'STORAGE NOT PERMITTED IN THIS AREA' SIGNAGE AT 5M CENTRES ALONG EXTERNAL PATHWAY LEADING FROM COMMON OPEN SPACE TO THE ROADWAY	FIRE ENGINEERING REPORT BY HOLMES FIRE REF 113642 VERSION H DATED 23 NOVEMBER 2017	05/09/2022	F047655A
NO PARKING. NO STORAGE" SIGNAGE AT 5M CENTRES ON WALL ADJACENT VEHICULAR RAMP, & ON WALL OPPOSITE PRIVATE GARAGES	FIRE ENGINEERING REPORT BY HOLMES FIRE REF 1 13642 VERSION H DATED 23 NOVEMBER 2017	05/09/2022	F047655A
ILLUMINATED EXIT SIGN ON SOUTHERN SIDE OF GROUND FLOOR LOBBY DOORWAY	FIRE ENGINEERING REPORT BY HOLMES FIRE REF 1 13642 VERSION H DATED 23 NOVEMBER 2017	05/09/2022	F047655A

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

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

Part of the building inspected	Date(s) inspected	APFS *
WHOLE BUILDING	05/09/2022	F047655A

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

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

Full name (Given Name/s and Family Name)	Address	Phone	APFS*	Signature
ALEX DE BRITO	2/199 ROCKY POINT ROAD, RAMSGATE	0411855811	F047655A	

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

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

Full name (Given Name/s and Family Name)
Katelyn Danielson
Organisation (if applicable)
Netstrata
Title/Position (if applicable)
Fire safety coordinator

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

Fire Safety Statement



Part 15 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

C/- Netstrata PO BOX 265 Hurstville BC 1481

Phone

8567 6456

Email

Katelyn.danielson@netstrata.com.au

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

Section 8: Annual fire safety statement declaration

I, Katelyn Danielson on behalf of SP

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

declare that:

- a) each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) as capable of performing:
 - i. for an essential fire safety measure specified in the fire safety schedule, to a standard no less than that specified in the schedule, or
 - ii. for an essential fire safety measure applicable to the building but not specified in the fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and
- b) the building has been inspected by an accredited practitioner (fire safety) and was found, when it was inspected, to be in a condition that did not disclose grounds for a prosecution under Part 15 of the Regulation.

Owner/Agent Signature

Date issued

Section 9: Supplementary fire safety statement declaration

I, [Click here](#)

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

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

Owner/Agent Signature

Date issued

Note:

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

Fire Safety Statement

Information to help building owners complete the Fire Safety Statement form



Please note:

The following information has been provided to help building owners complete the fire safety statement template and does not comprise part of the form. The following pages do not have to be displayed in the building and need not be submitted to the local council and the Commissioner of Fire and Rescue NSW.

General

- Please print in CAPITAL LETTERS and complete all relevant sections in full.
- A reference to 'the Regulation' is a reference to the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.
- An 'APFS' is an accredited practitioner (fire safety) as defined in the Dictionary in the Regulation.
- The completed fire safety statement form must be submitted to both the local council and Fire and Rescue NSW.
- Please contact your local council for further information about how to submit the completed statement.
- Completed statements need to be emailed to Fire and Rescue NSW at afss@fire.nsw.gov.au. For further information about this process, please visit the '**Error! Hyperlink reference not valid.**' page at www.fire.nsw.gov.au.
- As soon as practicable after issuing the fire safety statement, the building owner must ensure a copy (together with a copy of the current fire safety schedule) is displayed in a prominent location within the building.
- Further information about building fire safety is available on the 'Fire safety in buildings' page of the Department's website at www.planning.nsw.gov.au.

Section 1: Type of statement

- Mark the applicable box to identify if the statement being issued is an annual fire safety statement or a supplementary fire safety statement.
- An annual fire safety statement is issued under Part 12 of the Regulation and relates to each essential fire safety measure that applies to the building.
- A supplementary fire safety statement is issued under Part 12 of the Regulation and relates to each critical fire safety measure that applies to the building.

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

- Mark the applicable box to identify whether the statement relates to the whole building or part of the building.
- In addition to the address and other property identifiers, a brief description of the building or part is to be provided. This could include the use(s) of the building (e.g. retail, offices, residential, assembly, carparking), number of storeys (above and/or below ground), construction type or other relevant information.
- If the description relates to part of a building, the location of the part should be included in the description.

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

- Provide the name and address of each owner of the building or part of the building.
- The owner of the building or part of the building could include individuals, a company, or an owner's corporation.

Section 4: Fire safety measures

- The purpose of this section is to identify all of the fire safety measures that apply to a building or part of a building.
- The statutory fire safety measures are listed in section 79 of the Regulation.
- Fire safety measures include both essential fire safety measures and critical fire safety measures. They include items such as portable fire extinguishers, fire hydrants, fire sprinklers, fire detection and alarm systems and lightweight construction.
- Essential fire safety measures are those fire safety measures which are assessed on an annual basis, while critical fire safety measures are those which are required to be assessed at more regular intervals (as detailed on the fire safety schedule). These terms are defined in the Dictionary in the Regulation.
- For annual fire safety statements, the table in section 4 must list each of the essential fire safety measures that apply to the building or part of the building and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within the 3 months prior to the date the annual fire safety statement is issued.

- For supplementary fire safety statements, the table in section 4 must list each of the relevant critical fire safety measures that apply to the building or part and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within 1 month prior to the date the supplementary fire safety statement is issued.
- The accreditation number of the APFS who assessed a fire safety measure listed in section 4 must be nominated against the relevant measure(s) in the column titled 'APFS'. If the APFS is not required to hold accreditation, the name of the APFS must be listed. Further information relating to the accreditation of practitioners is provided at section 6.

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

- This section applies only to an annual fire safety statement.
- The purpose of this section is to identify that an APFS has inspected the fire safety notices, fire exits, fire exit doors and the paths of travel to fire exits in the building or part of the building and found there has been no breach of Part 15 of the Regulation.
- The table in section 5 must detail the parts of the building that were inspected. The date(s) of the inspection(s) must be within the 3 months prior to the date the annual fire safety statement is issued.
- The accreditation number of the APFS who inspected the whole or part of the building listed in section 5 must be nominated against the relevant part in the column titled 'APFS'. Further information relating to the accreditation of practitioners is provided at section 6.

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

- An APFS is a person engaged by the building owner(s) to undertake the assessment of fire safety measures in section 4 and the inspection of the buildings exit systems in section 5 (for an annual fire safety statement).
- The purpose of this section is to record the name, address and contact details of each APFS who assessed a fire safety measure listed in section 4 or inspected the building or part of the building as specified in section 5.
- Each APFS listed in the table must also sign the fire safety statement. Alternatively, an APFS could provide the building owner or agent with a separate signed document to indicate their assessment of the fire safety measure/s and the relevant standard of performance. In addition, where the relevant practitioner that inspected the matters in section 5 did not sign the fire safety statement, they would need to address section 5 in a separately signed document.
- A building owner must select an APFS from a register of practitioners accredited under an approved industry accreditation scheme. The accreditation number of each relevant APFS must be listed on the form.
- If the building owner has determined the competence of a person to act as a APFS because the Commissioner for Fair Trading is satisfied there are no practitioners accredited under an industry approved accreditation scheme to assess a specific fire safety measure and has authorised the owner to do so, there is no requirement to include an accreditation number on the form.
- Further information about the approved industry accreditation schemes can be found on the 'Fire safety practitioners' page of the NSW Fair Trading website at www.fairtrading.nsw.gov.au.

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

- The purpose of this section of the form is to detail the name, address and contact details of the person who is making the required declaration i.e., the person who completes and signs section 8 or section 9 of the form. This could be the owner(s) of the building or a nominated agent of the owner(s).
- Where a person makes the required declaration on behalf of an organisation (as the owner of the building), the name of the organisation and the title/position of the person must be provided. The person making the required declaration as a representative of the organisation must have the appropriate authority to do so.
- Where a person makes the required declaration on behalf of the owner(s) (as the owner's agent), this person must have the appropriate authority from the building owner(s) to undertake this function.
- In the case of a building with multiple owners, one owner may make the required declaration, however each of the other owners must authorise that owner to act as their agent.
- The person making the required declaration must not be an APFS who is listed in section 6 or their employer/employee or direct associate. This recognises the different roles and responsibilities for building owner(s) and the APFS in the fire safety statement process. This is important because the Regulation makes building owners responsible for declaring that fire safety measures have been assessed and the building inspected (for the purposes of section 5) by an APFS. This ensures that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.

- In addition, only the building owner(s) can determine that a person is competent to perform the fire safety assessment functions where there is no person who holds accreditation.

Section 8: Annual fire safety statement declaration

- The person completing this section is the person who is making the required declaration for the annual fire safety statement in accordance with section 88 of the Regulation and is the same person as detailed in section 7. The person making this required declaration must identify if they are the owner or the owner's agent.
- **In making the required declaration, the building owner or agent is not declaring that each fire safety measure meets the minimum standard of performance, but rather that each fire safety measure has been assessed, and was found by an APFS to be capable of performing to that standard, as listed in section 4. In performing this function, the building owner or owner's agent could obtain documentation from each APFS to verify that the standard of performance has been met, prior to completing the form.**
- The person who makes the required declaration by completing section 8 or section 9 of the form must not be an APFS who was involved in the assessment of any of the fire safety measures, or inspection of the building for the purposes of the statement, or their employer/employee or direct associate. This is to ensure that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.

Section 9: Supplementary fire safety declaration

- The person completing this section is the person who is making the required declaration for the supplementary fire safety statement in accordance with section 90 of the Regulation and is the same person as detailed in section 7. The person making this required declaration must identify if they are the owner or the owner's agent.
- The information provided above in relation to section 8 on what the owner is declaring also applies to a supplementary fire safety statement.

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18 December 2019

To All Owners, Strata Plan 96044
92 BUCKLAND STREET
ALEXANDRIA NSW 2015

Dear Owners,

**RE: MINUTES OF ANNUAL GENERAL MEETING
AT 92 BUCKLAND STREET, ALEXANDRIA NSW 2015**

Attached are the minutes of the recent Annual General Meeting (AGM) conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

1. DO YOU HAVE APPROPRIATE CONTENTS & LANDLORDS INSURANCE?

Although many of the elements within your lot are protected by the Strata Building Insurance (see 'What's Covered by Strata Building Insurance' overleaf), we recommend that all owners effect Contents Insurance to protect those elements of your lot that are not covered by Building Insurance.

C.H.U. Australia's leading Strata Insurance provider is now offering comprehensive Common Contents and Landlord Insurance for owners in Strata Schemes and as a special offer to Netstrata clients, you'll receive an additional 20% discount.

For a quote and simply go to our website www.netstrata.com.au and follow the prompts.

2. YOUR OWNER PORTAL

Don't forget you can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The Financial Records for your scheme
- The current Financial Records for your lot
- The By-laws for your scheme
- The Insurance Certificate & P.D.S. for the scheme
- R.P. Data Sales and Area Profile reports
- Maintenance Reports
- Update your personal information

As always we hope this information proves helpful. Should you have any questions or require further information regarding the AGM or any other matters concerning your strata scheme please do not hesitate to call or email me directly.

Sincerely,
NETSTRATA



Samantha Arundell | Direct Line: (02) 02 8567 6418 | Email: samantha.arundell@netstrata.com.au
Strata Manager

WHAT'S COVERED BY STRATA BUILDING INSURANCE?

WHAT IS BUILDING INSURANCE?

Quite simply, Strata Building Insurance protects the Owners Corporation for damage sustained to the building as result of an Accidental or Malicious act. Common examples are;

- Fire/Arson
- Storm/Tempest
- Lightning Strikes
- Vandalism
- Vehicular Impact
- Burglary and Theft
- Glass Breakage
- Burst Pipes
- Earthquakes

A common misapprehension is that Strata Building Insurance protects the Owners Corporation for routine maintenance items or building defects such as the repair of leaking shower trays, settlement or movement cracks in walls and ceilings or concrete cancer, unfortunately this is not the case. The easiest comparison is your motor vehicle insurance. You can insure your vehicle against having an accident, however you can't insure your vehicle against a manufacturers defect or against wearing out. The same principal applies to Strata Building Insurance.

HOW IS THE OWNER OF A LOT PROTECTED?

Every Owners Corporation has a mandatory duty to insure 'the Building' against accidental or malicious damage – section 160(1), Strata Schemes Management Act 2015.

Lot space within a Strata Scheme is commonly defined as;

"the cubic air-space contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor"

Under this definition the lot owner is responsible for the repair, replacement and maintenance of all building components housed within their lot, such as;

- Internal Walls
- Shower Screens
- Appliances such as wall and bench ovens, cook tops, rangehoods, hot water heaters and exhaust fans
- Internal doors
- Built-In Wardrobes
- Toilets, baths and basins
- Kitchen Sinks, cabinets benchtops

For example, a leaking tap washer in the kitchen or a leak through the shower screen is the lot owners responsibility to maintain. However by virtue of the term 'the building' being included in section 160(1), many of the building components contained within an owners lot are protected by the mandatory Building Insurances that is effected by the Owners Corporation.

Simply speaking these items are the lot owners responsibility for the purposes of repair, replacement and maintenance, however they are protected by the Strata Building Insurance if damaged by an insurable event.

ARE OWNERS CONTENTS COVERED BY STRATA BUILDING INSURANCE?

No, the contents and fittings contained within your lot ARE NOT protected by the Strata Building Insurance and are specifically excluded from the policy, items such as;

- Carpets and Underlay
- Light Fittings
- Any furnishings or personal items
- Floating Floorboards
- Paintwork on walls & ceilings
- Electrical appliances that are not hardwired to the building, e.g. clothes
- Wallpaper
- Wall tiles on internal walls
- dryers, dishwashers, microwaves & TV's
- Curtains and Blinds
- Ceiling Fans

Owner occupiers may extend cover on their contents insurance to include items not covered by the Strata Building Insurance. Most major mainstream insurers in NSW are aware of the delineation between strata building insurance and contents insurance for a strata property and are happy to extend home contents insurance to include the items listed above.

Non-Resident or Owner investors owners may also take out 'Landlords Insurance' for a sufficient sum to cover the fittings of their lot, however all owners should undertake their own inquiries with their insurer or broker to ensure their contents are adequately covered.

Minutes of Annual General Meeting

Strata Plan:	96044 - BUCKLAND STREET 92, ALEXANDRIA
Meeting date:	Tuesday, 17 December 2019
Commenced:	06:00 PM
Apologies:	Lot 17
Pre Meeting Voting:	Lot 8, Lot 12, Lot 15
Present:	Lot 1, Lot 4, Lot 5, Lot 6, Lot 13, Lot 14, Lot 16, Lot 18
Proxies:	The Chairperson appointed by Lot 10
Corporate Authorisation:	Nil
In attendance:	Corinne Deall of Bannermans Lawyers, Mark Fautley and Joseph Di Girolamo of Next Group and Samantha Arundell of Network Strata Services T/A Netstrata
Quorum:	12 of 16 lot owners were present, a quorum was formed. Note: 2 owners were unfinancial
Chairperson:	Christopher Alexander
 Motion 1. Confirmation of Previous Minutes	 <u>RESOLVED</u> that the minutes of the last general meeting be confirmed. Vote: All in favour
 Motion 2. Strata Managers Report	 <u>RESOLVED</u> to confirm the Strata Managers report into Training Services and 3rd Party Commissions. Vote: All in favour
 Motion 3. Management Agreement	 <u>RESOLVED</u> to enter into a new Managing Agency Agreement with Network Strata Services Pty Ltd, trading as 'Netstrata' as presented to the Owners Corporation dated 17/12/2019 , and that an instrument in writing in the term of this resolution be executed under the seal of the Owners Corporation delegating to the agent all of its functions including those of Chairperson, Secretary, Treasurer and Strata Committee of the Owners Corporation. FURTHER RESOLVED that Marcela Pacheco of lot 4 and Pragini Blair of lot 18 be authorised to sign the agreement on behalf of the Owners Corporation. NOTE: * Original copies of the agreement were served on the authorised signatories immediately following the meeting. * In accordance with Section 50(6) of the Strata Schemes Management Act 2015, the Strata Manager provides written notice that the agency agreement must be renewed by the Owners Corporation by no later than 2022 . * The chairperson abstained from voting on the motion. Vote: All in favour
 Motion 4. The Financial Statements	 <u>RESOLVED</u> that the Financial Statements as presented be adopted. Vote: All in favour

**Motion 5.
Appointment of an
Auditor**

DEFEATED. The Owners Corporation will not appoint an auditor at this time.

Vote: 1 in favour, 11 against

**Motion 6.
Annual Fire Safety
Statement**

RESOLVED that the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent shall continue to co-ordinate the inspection process and necessary administrative processes to obtain the statement for the coming year.

It was further resolved that the current fire safety contractor, MPK Fire Services was considered competent by the Owners Corporation in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017.

Vote: 11 in favour, 1 against

Notes: The Owners Corporation have reviewed and approved the quotation from Credwell Consulting Pty Ltd (fire engineers) for Stage 1 - Defects Inspection and Reporting.

**Motion 7.
The Strata
Insurances**

RESOLVED that the Owners Corporation's insurances as presented be confirmed.

Vote: All in favour

**Motion 8.
Common Property
Rights By-Law -
Installation of
Storage Box**

RESOLVED by Special Resolution pursuant to Section 142 of the Strata Schemes Management Act 2015 that the Owners Corporation will pass the 'Installation of Storage Box' by-law in the following form:

Common Property Rights By-Law (Installation of Storage Box)

Each owner for the time being of each lot in the strata scheme is conferred with the right to install a Commander Storage Box (hereinafter referred to as storage box) to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of a storage box must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the storage box is to be installed;
- (b) the storage box must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (c) the storage box must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;
- (d) the storage box must be installed in a location and in such a way that it does not interfere or restrict the fire sprinklers or any other fire equipment in the strata scheme;
- (e) the owners of any lot undertaking the installation of a storage box must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (f) the installation of the storage box must be effected in a workmanlike manner by licensed and insured tradespersons;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the storage box must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- (h) the storage box must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (i) any costs for repairs, replacement or insurance cover of the storage box including locking devices shall be borne by the lot owner in which the storage box services at no cost to the Owners Corporation;
- (j) the owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the storage box is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the storage box is installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the storage box.

Vote: 92% in favour, 8% against

**Motion 9.
Recovery of
Administrative
Costs By-Law**

RESOLVED The Owners Corporation SPECIALLY RESOLVES pursuant to sections 110 and 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law 'Recovery of Administrative Costs' on the terms set out in the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

Vote: 92% in favour, 8% against

**Motion 10.
Recovery of
Stationery Expenses
By-Law**

RESOLVED The Owners Corporation SPECIALLY RESOLVES pursuant to sections 110 and 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law 'Recovery of Stationery Expenses' on the terms set out in the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar-General's Office.

Vote: 92% in favour, 8% against

**Motion 11.
CCTV Quotes**

RESOLVED That the Owners Corporation specially resolves, pursuant to Section 108 (2) of the Strata Schemes Management Act 2015, to proceed with installing additional CCTV cameras at the strata scheme and have accepted the amended quotation from I Security & Technology.

Vote: 92% in favour, 8% against

**Motion 12.
Special Levy - CCTV**

DEFEATED. That the Owners Corporation resolves to fund the installation of the additional CCTV cameras from the pre-existing funds in the strata schemes Capital Works Fund.

Vote: 2 in favour, 10 against

**Motion 13.
NBN Lift Phone
Lines**

RESOLVED the Owners Corporations decided by Special Resolution pursuant to section 108(2) of the Strata Schemes Management Act 2015, to undertake the upgrade of the lift phone emergency telephone lines so that they are NBN ready.

Vote: 100% in favour

**Motion 14.
10 Year Capital
Works Plan**

RESOLVED that the Owners Corporation shall adopt the recommendation of the Capital Works fund plan in their annual budget.

Vote: All in favour

Notes: The owners present at the meeting resolved to increase the proposed Capital Works fund contribution by \$13,145.00 to fund the fire engineering report to be completed by Credwell Consulting.

**Motion 15.
The Proposed
Budget & Strata
Levies**

RESOLVED That the proposed budget as presented be accepted as Administration fund \$81,677.60 (including GST), Lift Contribution Fund \$10,743.90 (including GST) and the Capital Works fund be amended to \$35,145.00 (including GST) for the year commencing 1 November 2019 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 01/02/20, 01/04/20, 01/07/20 & 01/10/20.

Vote: 10 in favour, 2 against

**Motion 16.
Overdue Levies**

RESOLVED that the Owners Corporation WILL NOT accept payment plans at this time and will initiate debt recovery proceedings as per the provisions of the Act.

Vote: All in favour

Motion 17.**Call for Nominations to Strata Committee and Election****RESOLVED**

That the number of members be set at 7 and that the following persons be elected to the Strata Committee from the date of this meeting until the next annual general meeting:

1. Chris Alexander- Lot 1
2. Alexander Ostermayer - Lot 3
3. Marcela Pacheco - Lot 4
4. Cameron McLean - Lot 13
5. Michael Ashley - Lot 14
6. Kent Small - Lot 15
7. Pragini Blair - Lot 18

Vote:

All in favour

Motion 18.**Restricted Matters****RESOLVED**

that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting.

Vote:

All in favour

Motion 19.**Building Defects and Rectification****RESOLVED**

As per the Extraordinary General Meeting held on the 10th October 2019, the Owners Corporation have engaged Bannermans Lawyers to proceed with legal proceedings against the builder/developer in regards to the building defects at the strata scheme.

Vote:

All in favour

Notes:

- Corinne Deall of Bannermans Lawyers attended the meeting to provide the owners with an update regarding the legal proceedings and progress of the settlement deed.
- Mark Fautley and Joseph Di Girolamo of Next Group attended the meeting to discuss the building defects with the owners. Next presented a paver option to the owners as an alternate solution to the current decking at the townhouses. The owners requested that Next submits a detailed scope of work and product specification for both the proposed decking and paving options as discussed.

Closure:

The meeting closed at 09:10 PM

Christopher Alexander

Christopher Alexander

Chairperson

Proposed date for next Annual General Meeting: December 2020**General Discussion:**

The owners present at the meeting discussed the following:

- The owners have reviewed and approved the quotation from Credwell Consulting Pty Ltd (fire engineers) for Stage 1 - Defects Inspection and Reporting.
- The owner of Townhouse 11 briefed the owners on their request to install an automatic awning at the front of their property. The owners advised they are in favour of the works proceeding. The Strata Manager will be arranging a proxy/voting form only meeting to formally approve the installation of the awning and pass the required by-law.
- The owners discussed the ongoing issue with birds defecating on the roof capping of the Townhouses. It was discussed and confirmed that the Strata Manager will arrange quotations for the supply and installation of the bird spikes along the roof capping of Townhouse 1 to Townhouse 12 and the Strata Committee will review and approve one of these quotations.

Strata Plan 96044**92 BUCKLAND STREET ALEXANDRIA****Administrative Fund**

	Accepted Budget	Actual	Accepted Budget	Variance
	01/11/19 - 31/10/20	01/11/18 - 31/10/19	01/11/18 - 31/10/19	01/11/18 - 31/10/19
Income				
Debt Collection Recoveries				
Debt Collection Recoveries-Reversal	\$0.00	(\$35.00)	\$0.00	\$35.00
Debt Collection Recoveries	\$0.00	\$302.50	\$0.00	(\$302.50)
Expenses Recoveries				
Expenses Recoveries	\$0.00	\$150.00	\$0.00	(\$150.00)
Expense Recoveries (GST)	\$0.00	\$140.00	\$0.00	(\$140.00)
Insurance Claim Income				
Insurance Claim Income	\$0.00	\$2,345.10	\$0.00	(\$2,345.10)
Interest				
Interest On Levy Arrears	\$0.00	\$197.61	\$0.00	(\$197.61)
Interest On Levy Arrears (Lift Contributions Fund)	\$0.00	\$40.23	\$0.00	(\$40.23)
Interest On Levy Arrears (Special Levy - Fence Installation Fund)	\$0.00	\$24.28	\$0.00	(\$24.28)
Interest On Levy Arrears (Special Levy - Letterbox Relocation Fund)	\$0.00	\$15.82	\$0.00	(\$15.82)
Interest On Levy Arrears (Special Levy - Defects Report Fund)	\$0.00	\$8.64	\$0.00	(\$8.64)
Levy Income				
Contributions - General	\$81,677.60	\$73,007.40	\$73,008.00	\$0.60
Lift Contributions (Lift Contributions Fund)	\$10,743.90	\$7,500.00	\$7,500.00	\$0.00
Contributions - Other (Special Levy - Fence Installation Fund)	\$0.00	\$5,824.65	\$0.00	(\$5,824.65)
Contributions - Other (Special Levy - Letterbox Relocation Fund)	\$0.00	\$3,795.00	\$0.00	(\$3,795.00)
Contributions - Capital Works Fund (Special Levy - Lawyers Fund)	\$20,000.00	\$0.00	\$0.00	\$0.00
Special Levy				
Special Levy - Building Defect Report (Special Levy - Defects Report Fund)	\$0.00	\$14,000.00	\$0.00	(\$14,000.00)
Special Levy - Legal Proceedings (Special Levy - Legal expenses Fund)	\$0.00	\$2,000.00	\$2,000.00	\$0.00
Total Income	\$112,421.50	\$109,316.23	\$82,508.00	
Expenses				
Accounting, Taxation & Banking				
Bank Fees	\$80.00	\$76.20	\$55.00	(\$21.20)
DEFT Process Fees	\$65.00	\$61.90	\$55.00	(\$6.90)
Audit Report	\$500.00	\$192.50	\$500.00	\$307.50
BAS & Tax Administration	\$1,350.00	\$375.21	\$1,350.00	\$974.79
Air Conditioning				
Air Conditioning Maintenance	\$4,500.00	\$4,367.00	\$3,000.00	(\$1,367.00)

Strata Plan 96044**92 BUCKLAND STREET ALEXANDRIA****Administrative Fund**

	Accepted Budget	Actual	Accepted Budget	Variance
	01/11/19 - 31/10/20	01/11/18 - 31/10/19	01/11/18 - 31/10/19	01/11/18 - 31/10/19
Building General				
General Maintenance	\$3,000.00	\$1,295.70	\$3,000.00	\$1,704.30
Garage Security Gate / Shutter	\$1,000.00	\$600.00	\$1,500.00	\$900.00
General Maintenance (Special Levy - Fence Installation Fund)	\$0.00	\$5,824.50	\$0.00	(\$5,824.50)
General Maintenance (Special Levy - Letterbox Relocation Fund)	\$0.00	\$1,760.00	\$0.00	(\$1,760.00)
General Maintenance (Lift Contributions Fund)	\$3,243.90	\$0.00	\$0.00	\$0.00
Cleaning				
Cleaning - General	\$8,000.00	\$6,864.00	\$8,000.00	\$1,136.00
Electrical				
Electrical Repairs	\$2,000.00	\$4,921.61	\$2,000.00	(\$2,921.61)
Electricity				
Electricity Consumption	\$10,000.00	\$9,961.01	\$9,000.00	(\$961.01)
Fire Control				
Fire Services	\$6,000.00	\$6,972.87	\$3,500.00	(\$3,472.87)
Gas				
Gas Consumption	\$5,000.00	\$17,079.26	\$5,000.00	(\$12,079.26)
Insurance				
Insurance Claims	\$0.00	\$3,345.10	\$0.00	(\$3,345.10)
Insurance Valuation Report	\$550.00	\$297.00	\$550.00	\$253.00
Insurance Premium	\$13,600.00	\$0.00	\$12,106.00	\$12,106.00
Legal & Professional Services				
Building Warranty (Special Levy - Building Defects report Fund)	\$0.00	\$12,100.00	\$0.00	(\$12,100.00)
Legal Fees (Special Levy - Legal expenses Fund)	\$0.00	\$1,917.79	\$2,000.00	\$82.21
Legal Fees (Special Levy - Lawyers Fund)	\$20,000.00	\$0.00	\$0.00	\$0.00
Lift Repairs				
Lift Maintenance (Lift Contributions Fund)	\$6,000.00	\$5,886.32	\$6,000.00	\$113.68
Pest Control				
Pest Control - General	\$1,500.00	\$1,023.00	\$1,500.00	\$477.00
Plumbing				
Plumbing - General	\$3,000.00	\$1,116.00	\$3,000.00	\$1,884.00
Detention Pit & Pump Maintenance	\$5,500.00	\$5,504.15	\$5,500.00	(\$4.15)
Security & Intercom				
Security Services	\$1,800.00	\$2,057.00	\$1,500.00	(\$557.00)
Strata/Building Administration				
Debt Collection Fees	\$170.00	\$169.95	\$0.00	(\$169.95)
Land Titles & By-Law Registration	\$2,000.00	\$2,383.20	\$1,500.00	(\$883.20)
Management Services	\$5,556.60	\$5,229.00	\$5,292.00	\$63.00
Printing, Postage & Stationery	\$2,500.00	\$2,404.82	\$1,100.00	(\$1,304.82)
Strata Administration	\$1,700.00	\$1,740.41	\$1,000.00	(\$740.41)
Legislative Compliance	\$306.00	\$306.00	\$0.00	(\$306.00)



Accepted Budget

Financial Period

01/11/2019 - 31/10/2020

Strata Plan 96044

92 BUCKLAND STREET ALEXANDRIA

Administrative Fund

	Accepted Budget	Actual	Accepted Budget	Variance
	01/11/19 - 31/10/20	01/11/18 - 31/10/19	01/11/18 - 31/10/19	01/11/18 - 31/10/19
Telephone				
Lift Phone & Phone Charges (Lift Contributions Fund)	\$1,500.00	\$574.31	\$1,500.00	\$925.69
Water				
Water Consumption	\$2,000.00	\$774.72	\$3,000.00	\$2,225.28
Total Expenses	\$112,421.50	\$107,180.53	\$82,508.00	
Surplus / Deficit	\$0.00	\$2,135.70	\$0.00	



Accepted Budget

Financial Period

01/11/2019 - 31/10/2020

Strata Plan 96044

92 BUCKLAND STREET ALEXANDRIA

Capital Works Fund

	Accepted Budget	Actual	Accepted Budget	Variance
	01/11/19 - 31/10/20	01/11/18 - 31/10/19	01/11/18 - 31/10/19	01/11/18 - 31/10/19
Income				
Interest				
Interest On Levy Arrears	\$0.00	\$65.77	\$0.00	(\$65.77)
Levy Income				
Contributions - Capital Works Fund	\$35,145.00	\$21,000.00	\$21,000.00	\$0.00
Total Income	\$35,145.00	\$21,065.77	\$21,000.00	
Expenses				
Building General				
Capital Works Fund Maintenance	\$35,145.00	\$4,650.00	\$21,000.00	\$16,350.00
Total Expenses	\$35,145.00	\$4,650.00	\$21,000.00	
Surplus / Deficit	\$0.00	\$16,415.77	\$0.00	

Strata Plan 96044**92 BUCKLAND STREET ALEXANDRIA**

Lot	Unit	Owner Names	UoE	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
1	G01	Christopher Alexander & Li Zheng	50	\$2,847.35	\$1,847.35	\$1,847.35	\$1,847.35	\$8,389.40
2	101	Suzanne Demarchi	49	\$2,790.40	\$1,810.40	\$1,810.40	\$1,810.40	\$8,221.60
3	102	Alexander, Beverley, Nicholas & Alexander Ostermayer	52	\$2,961.20	\$1,921.20	\$1,921.20	\$1,921.20	\$8,724.80
4	201	Michael Kelly & Marcela Pacheco	46	\$2,619.50	\$1,699.50	\$1,699.50	\$1,699.50	\$7,718.00
5	202	Helen Malin & Mauricio Carrajal	50	\$2,847.30	\$1,847.30	\$1,847.35	\$1,847.35	\$8,389.30
6	301	Matthew Samuel & Paul Harvey	41	\$2,334.80	\$1,514.80	\$1,514.80	\$1,514.80	\$6,879.20
7	302	Karo Taylor-Singer	59	\$3,359.85	\$2,179.85	\$2,179.85	\$2,179.85	\$9,899.40
8	TH1	Andrew & Amelia Liddell	60	\$2,952.35	\$1,752.35	\$1,752.35	\$1,752.35	\$8,209.40
9	TH2	Senanayake Prematilake	59	\$2,903.15	\$1,723.15	\$1,723.15	\$1,723.15	\$8,072.60
10	TH3	Mark Higney	59	\$2,903.15	\$1,723.15	\$1,723.15	\$1,723.15	\$8,072.60
11	TH4	Nan Chou Lin	59	\$2,903.15	\$1,723.15	\$1,723.15	\$1,723.15	\$8,072.60
12	TH5	Hanchun Chen	59	\$2,903.15	\$1,723.15	\$1,723.15	\$1,723.15	\$8,072.60
13	TH6	Cameron & Kathryn McLean	59	\$2,903.15	\$1,723.15	\$1,723.15	\$1,723.15	\$8,072.60
14	TH7	Michael & Shirley Ashley	59	\$2,903.15	\$1,723.15	\$1,723.15	\$1,723.15	\$8,072.60
15	TH8	Kent Small	59	\$2,903.15	\$1,723.15	\$1,723.15	\$1,723.15	\$8,072.60
16	TH9	Geoffery & Christine Bailey	59	\$2,903.15	\$1,723.15	\$1,723.15	\$1,723.15	\$8,072.60
17	TH10	Alexander & Melinda Stephen	59	\$2,903.15	\$1,723.15	\$1,723.15	\$1,723.15	\$8,072.60
18	TH11	Daxton & Pragini Blair	62	\$3,050.75	\$1,810.75	\$1,810.75	\$1,810.75	\$8,483.00
			1000	\$51,891.85	\$31,891.85	\$31,891.90	\$31,891.90	\$147,567.50

Minutes of Extraordinary General Meeting



Strata Plan: 96044 - BUCKLAND STREET 92, ALEXANDRIA

Meeting date: Monday, 04 May 2020

Commenced: 04:00 PM

Apologies: Nil

Pre Meeting Voting: Lot 5, Lot 6, Lot 10, Lot 13

Present: Lot 1, Lot 3, Lot 4, Lot 8, Lot 14, Lot 16, Lot 18

Proxies: The Chairperson appointed by Lot 12

Corporate Authorisation: Nil

In attendance: Samantha Arundell of Network Strata Services T/A Netstrata

Quorum: 12 of 15 lot owners were present, a quorum was formed.
Note: 3 owners were unfinancial

Chairperson: Samantha Arundell

Motion 1.

Confirmation of Previous Minutes

RESOLVED That the minutes of the last general meeting be confirmed.
Vote: All in favour

Motion 2.

Table of Defects for Deed

RESOLVED That the Owners - Strata Plan No. 96044 resolved that the 'OC's Position Column' of the 'Defect Schedule' (Table of Defects) has been reviewed and approved to be included in the Deed for the purpose of settlement of the NCAT Proceedings HB 19/51204 (Deed).
Vote: 11 in favour, 1 against
Notes: That the Owners Corporation confirmed that Bannermans Lawyers may be required to make slight amendments to the formatting of the 'Defect Schedule' (Table of Defects).

Motion 3.

Deed

RESOLVED That the Owners - Strata Plan No. 96044 resolved that the Strata Committee and Strata Manager be authorised to:
(a) To negotiate on behalf of the Owners Corporation in relation to the Fire Safety Items identified in the Credwell Consulting Report;
(b) Determine which Fire Safety items will be included in the rectification works under the Deed; and
(c) Approve the final wording of and enter into the Deed, such Deed to be substantially in the form as tabled at the meeting notice.
Vote: 11 in favour, 1 against

Closure:

The meeting closed at 05:00 PM

Samantha Arundell
Chairperson

11 December 2020

To All Owners, Strata Plan 96044
92 BUCKLAND STREET
ALEXANDRIA NSW 2015

Dear Owners,

**RE: MINUTES OF ANNUAL GENERAL MEETING
AT 92 BUCKLAND STREET, ALEXANDRIA NSW 2015**

Attached are the minutes of the recent Annual General Meeting (AGM) conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

1. DO YOU HAVE APPROPRIATE CONTENTS & LANDLORDS INSURANCE?

Although many of the elements within your lot are protected by the Strata Building Insurance (see 'What's Covered by Strata Building Insurance' overleaf), we recommend that all owners effect Contents Insurance to protect those elements of your lot that are not covered by Building Insurance.

C.H.U. Australia's leading Strata Insurance provider is now offering comprehensive Common Contents and Landlord Insurance for owners in Strata Schemes and as a special offer to Netstrata clients, you'll receive an additional 20% discount.

For a quote and simply go to our website www.netstrata.com.au and follow the prompts.

2. YOUR OWNER PORTAL

Don't forget you can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The Financial Records for your scheme
- The current Financial Records for your lot
- The By-laws for your scheme
- The Insurance Certificate & P.D.S. for the scheme
- R.P. Data Sales and Area Profile reports
- Maintenance Reports
- Update your personal information

As always we hope this information proves helpful. Should you have any questions or require further information regarding the AGM or any other matters concerning your strata scheme please do not hesitate to call or email me directly.

Sincerely,
NETSTRATA



Samantha Arundell | Direct Line: (02) 02 8567 6418 | Email: samantha.arundell@netstrata.com.au
Strata Manager - Licence No. 20215435

WHAT'S COVERED BY STRATA BUILDING INSURANCE?

WHAT IS BUILDING INSURANCE?

Quite simply, Strata Building Insurance protects the Owners Corporation for damage sustained to the building as result of an Accidental or Malicious act. Common examples are;

- Fire/Arson
- Storm/Tempest
- Lightning Strikes
- Vandalism
- Vehicular Impact
- Burglary and Theft
- Glass Breakage
- Burst Pipes
- Earthquakes

A common misapprehension is that Strata Building Insurance protects the Owners Corporation for routine maintenance items or building defects such as the repair of leaking shower trays, settlement or movement cracks in walls and ceilings or concrete cancer, unfortunately this is not the case. The easiest comparison is your motor vehicle insurance. You can insure your vehicle against having an accident, however you can't insure your vehicle against a manufacturers defect or against wearing out. The same principal applies to Strata Building Insurance.

HOW IS THE OWNER OF A LOT PROTECTED?

Every Owners Corporation has a mandatory duty to insure 'the Building' against accidental or malicious damage – section 160(1), Strata Schemes Management Act 2015.

Lot space within a Strata Scheme is commonly defined as;

"the cubic air-space contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor"

Under this definition the lot owner is responsible for the repair, replacement and maintenance of all building components housed within their lot, such as;

- Internal Walls
- Shower Screens
- Appliances such as wall and bench ovens, cook tops, rangehoods, hot water heaters and exhaust fans
- Internal doors
- Built-In Wardrobes
- Toilets, baths and basins
- Kitchen Sinks, cabinets benchtops

For example, a leaking tap washer in the kitchen or a leak through the shower screen is the lot owners responsibility to maintain. However by virtue of the term 'the building' being included in section 160(1), many of the building components contained within an owners lot are protected by the mandatory Building Insurances that is effected by the Owners Corporation.

Simply speaking these items are the lot owners responsibility for the purposes of repair, replacement and maintenance, however they are protected by the Strata Building Insurance if damaged by an insurable event.

ARE OWNERS CONTENTS COVERED BY STRATA BUILDING INSURANCE?

No, the contents and fittings contained within your lot ARE NOT protected by the Strata Building Insurance and are specifically excluded from the policy, items such as;

- Carpets and Underlay
- Light Fittings
- Any furnishings or personal items
- Floating Floorboards
- Paintwork on walls & ceilings
- Electrical appliances that are not hardwired to the building, e.g. clothes
- Wallpaper
- Wall tiles on internal walls
- dryers, dishwashers, microwaves & TV's
- Curtains and Blinds
- Ceiling Fans

Owner occupiers may extend cover on their contents insurance to include items not covered by the Strata Building Insurance. Most major mainstream insurers in NSW are aware of the delineation between strata building insurance and contents insurance for a strata property and are happy to extend home contents insurance to include the items listed above.

Non-Resident or Owner investors owners may also take out 'Landlords Insurance' for a sufficient sum to cover the fittings of their lot, however all owners should undertake their own inquiries with their insurer or broker to ensure their contents are adequately covered.

Minutes of Annual General Meeting

Strata Plan:	96044 - BUCKLAND STREET 92, ALEXANDRIA
Meeting date:	Thursday, 10 December 2020
Commenced:	06:00 PM
Apologies:	Lot 2
Pre Meeting Voting:	Lot 9, Lot 10
Present:	Lot 1, Lot 3, Lot 4, Lot 5, Lot 6, Lot 11, Lot 13, Lot 14, Lot 16, Lot 18
Proxies:	The Chairperson appointed by Lot 8
Corporate Authorisation:	Nil
In attendance:	Samantha Arundell of Network Strata Services T/A Netstrata
Quorum:	13 of 16 lot owners were present, a quorum was formed. Note: 2 owners were unfinancial
Chairperson:	Samantha Arundell

Motion 1. Confirmation of Previous General Meeting Minutes

RESOLVED That the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting.
Vote: All in favour

Motion 2. Financial Statements

RESOLVED That the Financial Statements as presented were adopted.
Vote: All in favour

Motion 3. Appointment of an Auditor

DEFEATED. The Owners Corporation did not appoint an auditor at this time.
Vote: 1 in favour, 12 against

Motion 4. Annual Fire Safety Statement

RESOLVED That the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent shall continue to co-ordinate the inspection process and necessary administrative processes to obtain the statement for the coming year.

It was further resolved that the current fire safety contractor, MPK Fire Safety was considered competent by the Owners Corporation in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017.

Vote: 12 in favour, 1 against

Notes: The Fire Order currently placed on the strata scheme was discussed at the Annual General Meeting, and it was noted that the committee are working together closely with the builders and City of Sydney Council to rectify all noted items on the Order as soon as possible.

Motion 5.**Building Defects and Rectification****RESOLVED**

The Owners Corporation discussed the statutory warranty periods which apply to the strata scheme. The Strata Committee will formally meet with NEXT (Builders) to obtain a formal update on completed and outstanding items, as per the Deed of Settlement.

Vote:

All in favour

Motion 6.**The Strata Insurances****RESOLVED**

That the Owners Corporation's insurances as presented were confirmed.

Vote:

All in favour

Notes:

The updated Certificate of Currency has been annexed to the back of the Meeting Minutes.

Motion 7.**Parking By-Law****DEFEATED.**

More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass Parking By-Law at this time.

Vote:

100% against

Motion 8.**Car Charger Works (EV Charging)****DEFEATED.**

More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass 'Car Charger Works Programme' By-Law at this time.

Vote:

100% against

Motion 9.**Special By-Law Absolution of Maintenance Lot Fixtures & Fittings****RESOLVED**

By Special Resolution that the Owners Corporation shall pass the 'Absolution of Maintenance Lot Fixtures & Fittings' By-law as outlined in the meeting notice.

Vote:

92% in favour, 8% against

Motion 10.**Flooring Renovation Works By-Law****RESOLVED**

By Special Resolution that the Owners Corporation shall pass the 'Flooring Renovation Works' By-law as outlined in the meeting notice.

Vote:

92% in favour, 8% against

Motion 11.**10 Year Capital Works Plan****RESOLVED**

That the Owners Corporation shall adopt the recommendation of the Capital Works fund plan in their annual budget.

Vote:

All in favour

Motion 12.**The Proposed Budget & Strata Levies****RESOLVED**

That the proposed budget as presented be accepted as Administration fund \$96,289.60 including GST and Capital Works fund \$22,682.00 including GST for the year commencing 1 November 2020 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 15/01/21, 01/04/21, 01/07/21 & 01/10/21.

Vote:

All in favour

Motion 13.**Levy Interest Suspension****DEFEATED.**

The Owners Corporation decided NOT to temporarily suspend levy interest at this time. Levy interest will continue to be charged at 10% per annum, pursuant to Section 85 of the Strata Schemes Management Act 2015.

Vote:

All against

Motion 14.**Overdue Levies & Payment Plans****RESOLVED**

That the Owners Corporation WILL NOT accept payment plans at this time and will initiate debt recovery proceedings as per the provisions of the Act.

Vote:

All in favour

Motion 15.**Call for Nominations to Strata Committee and Election****RESOLVED**

That the number of members be set at seven and that the following persons be elected to the Strata Committee from the date of this meeting until the next annual general meeting:

1. Christopher Alexander - Lot 1
2. Alexander Ostermayer - Lot 3
3. Mark Dakin - Lot 11
4. Cameron McLean - Lot 13
5. Michael Ashley - Lot 14
6. Geoffery Bailey - Lot 16
7. Pragini Blair - Lot 18

Vote:

All in favour

Motion 16.**Restricted Matters****RESOLVED**

That at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting.

Vote:

12 in favour, 1 against

Motion 17.**Termite Inspection****DEFEATED.**

The Owners Corporation WILL NOT undertake a routine inspection of all timber structures at the scheme during the coming year.

Vote:

All against

Motion 18.**Schedule of Programmed Maintenance****RESOLVED**

The Owners Corporation authorised Netstrata to proceed with the schedule of programmed maintenance as included in the Annual General Meeting (AGM) notice.

Vote:

All in favour

Motion 19.**Strata Managers Report****RESOLVED**

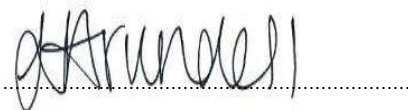
That the Owners Corporation reviewed and confirmed the Strata Managers report into Training Services and 3rd Party Commissions in accordance with Sections 55 & 60 of the Strata Schemes Management Act 2015.

Vote:

All in favour

Closure:

The meeting closed at 07:15 PM



Samantha Arundell

Chairperson

Proposed date for next Annual General Meeting: December 2021



Strata Unit Underwriting Agency Pty Ltd
 T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719
 Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
 info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

CERTIFICATE OF CURRENCY

To Whom It May Concern

Date: 03.12.20
 Policy No.: 06S2095576
 Type of Insurance: Residential Strata Insurance
 Period Of Insurance: : From 4.00pm 30th November 2020
 To 4.00pm 30th November 2021

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request.

This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured :	Strata Plan 96044		
Situation :	92-94 Buckland Street		
	Alexandria	NSW	2015
Section 1 :	Building including common contents	\$	13,000,000
	Loss of Rent/Temporary Accommodation(15%)	\$	1,950,000
	Catastrophe or Emergency (15%)	\$	1,950,000
	Additional Loss of Rent	\$	Not Insured
	Additional Catastrophe	\$	Not Insured
	Floating Floors	\$	Not Insured
Section 2 :	Glass	\$	Included
Section 3 :	Theft	\$	Included
Section 4 :	Liability	\$	20,000,000
Section 5 :	Fidelity Guarantee	\$	100,000
Section 6 :	Office Bearers Liability	\$	1,000,000
Section 7 :	Voluntary Workers (Weekly/ Capital Benefit)	\$	2000/200,000
Section 8 :	Government Audit Costs	\$	25,000
Section 9 :	Legal Expenses	\$	50,000
Section 10:	Workplace, Health & Safety Breaches	\$	100,000
Section 11:	Machinery Breakdown	\$	Not Insured
Section 12:	Lot Owners Improvements (Per Lot)	\$	250,000
Section 13:	Workers Compensation		Not Insured
Excesses :			
Section 1	\$ 500	all claims + as per policy wording	
Section 3	\$ 500	all claims	
Section 2	\$ 500	all claims	

On behalf of the Insurers: Insurance Australia Limited trading as
 CGU Insurance ABN 11 000 016 722



24 February 2021

Contact Details

Tel: 1300 638 787
 Fax: 1300 644 402
 Email: admin@netstrata.com.au
 Web: www.netstrata.com.au

All Correspondence:
 P.O. Box 265
 HURSTVILLE BC NSW 1481

Head Office

298 Railway Parade
 CARLTON NSW 2218

Wollongong Office

Level 4, 63 Market Street
 WOLLONGONG NSW 2520

To All Owners, Strata Plan 96044
 92 BUCKLAND STREET
 ALEXANDRIA NSW 2015

Dear Owners,

RE: MINUTES OF EXTRAORDINARY GENERAL MEETING at 92 BUCKLAND STREET, ALEXANDRIA NSW 2015

Attached are the minutes of the recent Extraordinary General Meeting conducted for your strata scheme and enclosed is a levy payment notice which will become due on .

We urge you to read the minutes so you're aware of the items determined at the meeting and we also write to bring the following matters to your attention:

1. Reform to Strata Laws

On 27th October 2015 the NSW Government passed the Strata Schemes Management Bill 2015 and the Strata Schemes Development Bill 2015.

These two pieces of legislation represent the most significant reforms to Strata Title Law in NSW since 1973. In total there are around 90 changes to current legislation that will impact all stakeholders of strata title property including, owners, tenants, business operators and managing agents.

The new legislation came into force on 30th November 2016. For further information and a complete listing of all the changes see the NSW Fair Trading Website www.fairtrading.nsw.gov.au and search 'Strata Reform'.

2. Your Owner Portal

Don't forget you can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The current Financial Records for your scheme
- The current Financial Records for your lot
- The By-laws for your scheme
- The Insurance Certificate & P.D.S. for your scheme
- R.P. Data Sales and Area Profile reports
- Other important records for your scheme
- Update your personal information

Forgotten your user name and password? Don't worry go to the login in page at the portal for assistance.

We hope this information proves helpful. Should you have any questions or require further information regarding these or any other matters concerning your strata scheme please do not hesitate to call or email me directly.

Sincerely,
 NETSTRATA

Robert Mussalli | Direct Line: 02 8567 6412 | Email: robert.mussalli@netstrata.com.au
Strata Manager



Providing Excellence in Management since 1995 - Sydney Newcastle & Wollongong



Securing your Strata or Community Title Property

One of the attractions of living or working in a strata or community scheme is the additional security that can be provided to a building such as security intercoms, secured garage areas and the sense of 'community watch' within a development.

Regrettably however residents often don't become security conscious until after they have been robbed and no matter how many security devices may be fitted to the common areas of your building, the harsh reality is that a security building is only secure as the people that reside in it. Surveys have shown that over 90% of occupants living in a multi-dwelling property have 'buzzed' strangers into their building.

A main entry security door or shutter at the entry to a garage area provides both a visual and physical deterrent; however these areas are often secluded and are a common target for many would be thieves. Aside from this very few residents ever stop to check that a security garage door has closed after they've entered or exited the building and it's fairly easy for a thief to simply wander into the building whilst the door is opening or closing.

Thankfully legislators recognise the importance for owners of strata and community properties to be able to further secure their own premises. Pursuant to the by-laws, all owners of residential, commercial, retail and industrial strata and community schemes are at liberty to undertake the installation of additional locking devices, security screens or other security devices to their windows, front doors, balcony doors and garage doors to further secure their individual premises. If such devices are not already in place at your property, we highly recommend they be installed. However it should be understood that any additional locking devices must adhere to current fire safety regulations – a licensed locksmith will be able to offer advice on such regulations. Further, any additional security screens (not shutters) fitted to windows or doors must comply with any design and colour scheme that is already established at the property. If you are not certain of these protocols, simply contact your strata manager.

There are a variety of security strategies that you can initiate to further secure your property and it's not always necessary to spend a lot of money on home security. There are things you can do that cost nothing. Care, vigilance and common sense are free.

The following are 10 simple and cost effective ways that you can further secure your property.

Remember, thieves aren't brain surgeons on a day off; they are opportunists who will exploit easy targets. Making your building harder to break into than the one next door will go a long way to preventing a security breach at your property.

1. Make sure your locks work...

Ensure that the locks you do have installed on windows, front doors, balcony doors and garage doors are functioning properly and ensure all your doors and windows, including common property entries and exits are closed and locked whenever you enter or leave the property.

2. Get to know your neighbours...

Make an effort to get to know the other residents within your scheme. Conduct brainstorming sessions or make suggestions for security improvements for your building so they can be considered by all owners.

3. Don't leave notes...

On doors for couriers or friends advising that you're out or that you'll be back in ten minutes.

4. Dispose of rubbish properly...

Cut up boxes that contained expensive electrical equipment and dispose of them properly. Leaving large boxes on the nature strips for a council pick-up simply advertises the new appliances in your property. And ensure you tear up old bank statements or financial documents before placing them in the rubbish; Bank statements that are stolen from rubbish or recycling bins is a leading cause of identity theft!

5. Natural ladders are a risk...

Don't leave ladders, wheelie bins or pot plants in areas that can be used by thieves to scale the building.

6. Mark your property...

Mark or label all your electrical appliances by using an engraver or ultra-violet pen so they cannot be readily sold by thieves and keep a record of their serial numbers separately so they may be provided to police in the event the worst happens.

7. Lock your vehicle...

Always lock your vehicle and don't leave valuables like phones, GPS units, sunglasses or iPods visible.

8. Secure items in your garage...

Secure items such as bikes, tools and other valuables by chaining or locking them within your garage.

9. Make sure your valuables aren't visible...

Don't leave iPods, laptops, wallets and keys near doors and windows where they can be seen by thieves.

10. Program Emergency phone numbers...

Program the local Police Station's phone number in the speed dial of home and mobile phones so it's readily available in the event of an emergency.

This advice has been prepared with the assistance of security experts and the NSW police. For more information see the information pages at our website.

Minutes of Extraordinary General Meeting



Strata Plan:	96044 - BUCKLAND STREET 92, ALEXANDRIA
Meeting date:	Tuesday, 23 February 2021
Commenced:	06:00 PM
Apologies:	Nil
Pre Meeting Voting:	Nil
Present:	Lot 2, Lot 3, Lot 5, Lot 6, Lot 8, Lot 11, Lot 14, Lot 15, Lot 16, Lot 18
Proxies:	Appointing Chris Alexander Lot 4, Appointing the Robert Mussalli Lot 10, Appointing Alexander Oskermayer Lot 13
Corporate Authorisation:	Nil
In attendance:	Robert Mussalli of Network Strata Services T/A Netstrata and Co-Chaired by Christopher Alexander
Quorum:	13 of 16 lot owners were present, a quorum was formed. Note: 2 owners were unfinancial
Chairperson:	Chris Alexander

Motion 1. Confirmation of Previous Minutes	<u>RESOLVED</u> that the minutes of the last general meeting be confirmed.
	Vote: All in favour

Motion 2. Special Levy - Budget Deficit	<u>RESOLVED</u> that the Owners Corporation shall raise a Special Levy of \$30,000.00 to repay the deficit in the Administrative Fund from the previous Financial Period. The Levy shall become due and payable over two period on 01/04/2021 and 01/07/2021.
	Vote: All in favour


Motion 3. Communication & Dispute Resolution By-Law	<u>RESOLVED</u> that the Owners Corporation decided by Special Resolution pursuant to sections 136 & 141 of the Strata Schemes Management Act 2015 to pass Special By-Law - 'Communication & Dispute Resolution' on the terms set out in the notice of this meeting, and that notification of the by-law be lodged for registration at the for registration at NSW Land Registry Services.
	Vote: 92% in favour, 8% against
	Notes: Lot 10 voted against

**Motion 4.
Upcoming Works**

- RESOLVED** The Owners corporation discussed outstanding issues that relate to the building defects and fire orders, noting the following maintenance items which will be arranged by the strata manager and strata committee.
1. Hatch's in the decking - Core engineers to provide feedback as part of their inspection. Option discussed that each lot potentially may have the option not to install access hatch's based on report provided.
 2. Fire orders - A meeting with Next builders, MKP Fire and Sydney of City Council planned to review progress of the orders will be held on the 4th of March. All locks that have been replaced by the lot owners that lead to the basement fire exit from garages are to be replaced back to original by this date. Basement exhaust has been repaired.
 3. Painting - Next builders will be on site to conduct painting in individual lots this Thursday 25th , Friday 26th and next Monday 1st.
 4. Townhouse top step - Next builders will be replacing the top step in lots where the an issue has been identified.
 5. Step grouting - Next builders will be re-grouting the stairs on the lots that have been identified as needing repairs.

Vote: All in favour

Closure: The meeting closed at 07:00 PM



Chris Alexander
Chairperson

Proposed date for next Extraordinary General Meeting: December 2021

General Discussion: The following items were discussed following the meeting

1. Robert to pass on the contact details of the air conditioning service company to lot owners to help with issues related to A/C zoning
2. Breakers are not labelled in individual lots and owners would like to be provided a diagram. Robert to ask builders for assistance.
3. Discussion around common property patio area. Owners agreed to have communal table and chairs purchased in the future and located in the area for the use of all owners and also to begin a plant replacement program for plants that have died.
4. Robert to develop an Annual Maintenance Planner to be discussed and adopt from next year. All works this year will be Ad hoc as needed when funds become available.

15 December 2021

To All Owners, Strata Plan No. 96044
92 BUCKLAND STREET, ALEXANDRIA

Dear Owners,

**RE: MINUTES OF ANNUAL GENERAL MEETING | STRATA PLAN NO. 96044 AT
92 BUCKLAND STREET, ALEXANDRIA**

Attached are the minutes of the recent Annual General Meeting conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. The payment options for your levies are detailed on the back of the levy payment notice. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

1. DO YOU HAVE APPROPRIATE CONTENTS & LANDLORDS INSURANCE?

Although many of the elements within your lot are protected by the Strata Building Insurance, we recommend that all owners effect Contents Insurance to protect those elements of your lot that are not covered by Building Insurance.

C.H.U. Australia's leading Strata Insurance provider is now offering comprehensive Common Contents and Landlord Insurance for owners in Strata Schemes and as a special offer to Netstrata clients, you'll receive an additional 20% discount.

For a quote and simply go to our website www.netstrata.com.au and follow the prompts.

2. YOUR OWNER PORTAL

You can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The current Financial Records for your lot
- The Insurance Certificate & P.D.S. for the scheme
- Maintenance Reports
- The Financial Records for your scheme
- The By-laws for your scheme
- R.P. Data Sales and Area Profile reports
- Update your personal information

3. BY-LAWS

You will note from the minutes that several new By-laws may have been passed for your strata scheme. The details of each of these new By-laws are specified in the minutes of the meeting and it is important that you read these By-laws so you are fully aware of how they affect your lot. All other By-Laws that were registered with the strata scheme remain unchanged. Should you have any questions regarding the By-Laws please don't hesitate to contact our office.

4. INSTALLATION OF SECURITY DEVICES

The security of the strata scheme and individual apartments is of paramount importance for all owners and residents at the scheme.

NSW legislation permits all owners to undertake the installation of additional locking devices, security screens or other security devices to their windows, front doors, balcony doors and garage doors to further secure their individual apartments, villas or townhouses. However, please note, any additional locking devices must adhere to current fire safety regulations – a licensed locksmith will be able to advise such regulations.

To further assist we have developed an information guide - 'Securing your Strata Title or Community Title Property'. This guide has been prepared in conjunction with our office and the NSW Police and provides owners with several useful tips surrounding communal security. For a copy go to the news and information pages at our website www.netstrata.com.au

5. WANT TO FIND OUT MORE...?

To assist owners with the increasing complexity of strata scheme living, we offer a variety of newsletters explaining your rights and obligations of owning a strata property, including;

- Building Security
- Maintenance Responsibilities
- Cleaning & Gardening Specifications
- Strata Building Insurance – How am I Covered?
- Strata Definitions
- Frequently Asked Questions

6. 24HR TRADE EMERGENCY SERVICES

Our office provides all owners with access to 24 hour Emergency Trade Services, simply call 1300 663 760 to access;

- Plumbing, Gas and Hot Water
- Glazing
- Automated Garage Doors and Security Gates
- Electrical
- Locksmiths
- Lift Breakdowns

We hope this information about your strata scheme proves helpful and look forward to working with you and all owners for the common amenity of the property.

Should you have any questions or require further information regarding these or any other matters of your strata scheme please do not hesitate to contact our office.

Sincerely,
NETSTRATA

Robert Mussalli

Robert Mussalli | Direct Line: 02 8567 6412 | Email: robert.mussalli@netstrata.com.au

MINUTES OF ANNUAL GENERAL MEETING



Strata Plan	96044 - 92 BUCKLAND STREET, ALEXANDRIA
Meeting date	14/12/2021
Commenced	6:01 PM
Apologies	Nil
Pre Meeting Voting	Lot 1
Owners in Attendance	Lot 11, Lot 14, Lot 16, Lot 3, Lot 5, Lot 6
Proxies	Lot 13 appointing Lot 16
Corporate Authorisation	Nil
Guests	Nil
Quorum	The required Units of Entitlement were present, a quorum was formed
Chairperson	Robert Mussalli

NETWORK STRATA SERVICES PTY LTD | A.C.N. 064 030 324 | All correspondence: PO Box 265, Hurstville BC NSW 1481

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E admin@netstrata.com.au
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MOTION 1. Confirm Previous Minutes	RESOLVED	that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting. Vote: 8 Resolve, 0 Abstain, 0 Defeat
MOTION 2. Confirm Financials	RESOLVED	that the Financial Statements as presented were adopted. Vote: 7 Resolve, 0 Abstain, 0 Defeat
MOTION 3. Appoint an Auditor	DEFEATED	The Owners Corporation did not appoint an auditor at this time. Vote: 1 Resolve, 0 Abstain, 6 Defeat
MOTION 4. To confirm the A.F.S.S.	RESOLVED	that the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent shall continue to co-ordinate the inspection process and necessary administrative processes to obtain the statement for the coming year. It was further resolved that the agent will tender the fire safety contractor services to complete checks in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017. Vote: 7 Resolve, 0 Abstain, 0 Defeat
MOTION 5. Pass Fire Services By-Law	RESOLVED BY SPECIAL RESOLUTION	the Owners Corporation decided by Special Resolution pursuant to sections 136 & 141 of the Strata Schemes Management Act 2015 to pass 'Special By-Law - Fire Inspection Access & Administration By-Law' on the terms set out in the notice of this meeting, and that notification of the by-law be lodged for registration at the for registration at NSW Land Registry Services. Vote: 100 % in favour
MOTION 6. Consider Building Defects	RESOLVED	the Owners Corporation discussed the statutory warranty periods which apply to the strata scheme and decided that the repairs are currently being carried out by the builder as the the deed or agreement and protection is still in place for major issues as per the statutory warranty periods. Vote: 7 Resolve, 0 Abstain, 0 Defeat

MOTION 7. Confirm Insurances	RESOLVED	that the Owners Corporation's insurances as presented were confirmed. Vote: 7 Resolve, 0 Abstain, 0 Defeat
MOTION 8. Approve Maintenance	RESOLVED	the Owners Corporation authorised Netstrata to proceed with the schedule of programmed maintenance as included in the Annual General Meeting (AGM) notice. Vote: 7 Resolve, 0 Abstain, 0 Defeat Notes: It was requested that we ask the air conditioning contractor if they would be able to provide an add on service for each lot as part of their routine service.
MOTION 9. Safety Inspection	DEFEATED	The Owners Corporation will not engage suitably qualified experts to undertake a safety inspection of the common areas at this time. Vote: 1 Resolve, 0 Abstain, 6 Defeat
MOTION 10. Adopt Capital Works Report	RESOLVED	that the Owners Corporation shall adopt the amended recommendations of the Capital Works fund plan in their annual budget. Vote: 7 Resolve, 0 Abstain, 0 Defeat
MOTION 11. Confirm the Annual Budget	RESOLVED	that the proposed budget as presented be accepted as Administration fund \$89,225.00 , Lift Contributions \$7500.00 and Capital Works fund \$27,816.00 including GST for the year commencing 01/11/2021 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 22/01/22, 01/04/22, 01/07/22 & 01/10/22. Vote: 7 Resolve, 0 Abstain, 0 Defeat
MOTION 12. To Suspend Levy Interest	DEFEATED	The Owners Corporation decided NOT to temporarily suspend levy interest at this time. Levy interest will continue to be charged at 10% per annum, pursuant to Section 85 of the Strata Schemes Management Act 2015. Vote: 1 Resolve, 0 Abstain, 6 Defeat

MOTION 13.
Allow Payment Plans

RESOLVED

that the Owners Corporation shall accept payment plans as per the provisions of the Strata Schemes Management Act 2015.

Vote: 6 Resolve, 0 Abstain, 1 Defeat

MOTION 14.
Insurance Excess By-Law

**RESOLVED
BY SPECIAL
RESOLUTION**

by Special Resolution that the Owners Corporation will pass the Payment of Insurance Excess By-Law in the following form:

Special By-Law (Payment of Insurance Excesses)

A) Intention

The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

B) Definitions

i. The following terms are defined to mean:

'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;

'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;

'Lot' means any lot in the strata plan;

'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and air-conditioning apparatus;

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of strata plan

'the Act' means the Strata Schemes Management Act 2015.

ii. Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

C) Payment of Excesses

(i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;

(ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;

(iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;

D) Owners Right of Appeal

(i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by this By-law shall stand.

E) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C)(i) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

iii. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

Vote: 100 % in favour

<p>MOTION 15. Allow Committee Vote</p>	<p>RESOLVED</p>	<p>that the number of members be set at 7 and that the following persons be elected to the Strata Committee from the date of this meeting until the next annual general meeting:</p> <ol style="list-style-type: none"> 1. Alexander Ostermayer - Lot 3 2. Chris Alexander - Lot 1 3. Tristram Alexander - Lot 5 4. Mark Dakin - Lot 11 5. Michael Ashley - Lot 14 6. Cameron Mclean - Lot 13 7. Geoffery Bailey = Lot 16 <p>Vote: 8 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 16. Restrict Committee</p>	<p>RESOLVED</p>	<p>that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting.</p> <p>Vote: 8 Resolve, 0 Abstain, 0 Defeat</p>
<p>MOTION 17. Confirm Manager Report</p>	<p>RESOLVED</p>	<p>that the Owners Corporation reviewed and confirmed the Strata Managers report into Training Services and 3rd Party Commissions in accordance with Sections 55 & 60 of the Strata Schemes Management Act 2015.</p> <p>Vote: 8 Resolve, 0 Abstain, 0 Defeat</p>

MOTION 18.
Appoint Agent

RESOLVED

to enter into a new Managing Agency Agreement with Network Strata Services Pty Ltd, trading as 'Netstrata' for a period of 2 Years as presented to the Owners Corporation dated 15/12/2021, and that an instrument in writing in the term of this resolution be executed under the seal of the Owners Corporation delegating to the agent all of its functions including those of Chairperson, Secretary, Treasurer and Strata Committee of the Owners Corporation.

FURTHER RESOLVED that Chris Alexander of lot 1 and that Geoffery Bailey of lot 16 be authorised to sign the agreement on behalf of the Owners Corporation.

NOTE:

* Original copies of the agreement were served on the authorised signatories immediately following the meeting.

* In accordance with Section 50(6) of the Strata Schemes Management Act 2015, the Strata Manager provides written notice that the agency agreement must be renewed by the Owners Corporation by no later than 15/12/2024 (being 3 years after the commencement of the term).

Vote: 8 Resolve, 0 Abstain, 0 Defeat

CLOSURE:

The meeting closed at

7:47 PM

Robert Mussalli

Chairperson

PROPOSED DATE FOR NEXT MEETING:

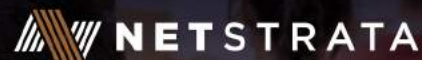
December 2022

GENERAL DISCUSSION:

Discussions

1. Additional camera to be added to the hallway - Explore options, Committee to confirm next steps
 2. Fibre to building in place but fibre to the lots not in place. - Mike to take the lead and investigate options.
 3. Added signs to be ordered and placed a glass front door to assist with deliveries.
 4. Car chargers will be needed to be investigated in the future.
- Bike storage to be moved in future to basement.

MINUTES OF STRATA COMMITTEE MEETING



Strata Plan	96044 - 92 BUCKLAND STREET, ALEXANDRIA
Meeting date	17/03/2022
Commenced	9:52 AM
Apologies	Lot 3
Pre Meeting Voting	Nil
Owners in Attendance	Lot 1, Lot 13, Lot 16, Lot 5
Proxies	Nil
Corporate Authorisation	Nil
Guests	Tina
Quorum	The required Units of Entitlement were present, a quorum was formed
Chairperson	Robert Mussalli

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E admin@netstrata.com.au
W admin@netstrata.com.au

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MOTION 1. Confirm Previous Minutes	RESOLVED	<p>that the minutes of the last Strata Committee meeting be confirmed.</p> <p>Vote: 4 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 2. Consider Building Defects	RESOLVED	<p>the Owners Corporation discussed the statutory warranty periods which apply to the strata scheme and decided that the following steps will be followed.</p> <ul style="list-style-type: none"> -Plumbers have been engaged by Netstrata to inspect all reported roof leaks. -Simple repairs will be undertaken and the reports and invoices will be passed onto next for cost recovery -Any major items identified will be reported to NEXT and also Core for inspect with the remedial builder -Rendosi, the remedial builder will be working with Core to determine the scope of works for all items unresolved on the defect list. these will be costed and this information passed onto NEXT -Core made comments stating the steps may require 12 months before a conclusion can be determined if the repairs were completed correctly. -Once all the leaks have been resolved Peter from Maintech will be engaged to complete any minor repairs -The Core inspection costs will be send to NEXT with the proposal that that the bills is split 50/50. -Alex will need to confirm what the legal aspects are in relation to any units that do not accept the engineers findings and sign off. <p>Vote: 4 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 3. Outstanding Works	RESOLVED	<p>The Strata Committee discussed the common areas, noting the following maintenance items which will be arranged by the strata manager:</p> <ul style="list-style-type: none"> -A quote for pressure washing basement <p>Vote: 4 Resolve, 0 Abstain, 0 Defeat</p>

CLOSURE:

The meeting closed at

10:52 AM

Robert Mussalli

Chairperson

PROPOSED DATE FOR NEXT MEETING:

April 2022

MINUTES OF

Strata Committee Meeting

Strata Plan	96044 - 92 BUCKLAND STREET, ALEXANDRIA
Meeting date	27/06/2022
Commenced	10:08 AM
Apologies	Lot 3
Pre Meeting Voting	Nil
Owners in Attendance	Lot 1, Lot 13, Lot 14, Lot 16
Proxies	Nil
Corporate Authorisation	Nil
Guests	Nil
Quorum	The required Units of Entitlement were present, a quorum was formed
Chairperson	Robert Mussalli

MOTION 1. Confirm Previous Minutes	RESOLVED	<p>that the minutes of the last Strata Committee meeting be confirmed.</p> <p>Vote: 4 Resolve, 0 Abstain, 0 Defeat</p> <p>Notes: It was noted that there was an error in the previous minutes where the vote was not recorded correctly in the motion that confirmed the previous minutes.</p>
MOTION 2. Confirm Financials	RESOLVED	<p>That the financial reports as presented at the Strata Committee meeting were adopted.</p> <p>Vote: 4 Resolve, 0 Abstain, 0 Defeat</p> <p>Notes: It was noted that there was enough funds to engage the lawyers with raising a special levy at this point.</p>
MOTION 3. Appoint Bannermans to advise on insolvency	RESOLVED	<p>It was resolved that the committee would engage Bannermans for advice of matters relating the NEXT construction insolvency. All owners will be advised of the steps being taken.</p> <p>Vote: 4 Resolve, 0 Abstain, 0 Defeat</p>

<p>MOTION 4. Outstanding Works</p>	<p>RESOLVED</p>	<p>The Strata Committee discussed the common areas, noting the following maintenance items which will be investigated by the strata manager:</p> <ul style="list-style-type: none"> • Rooftop penetration leak into 302 • Rooftop cleanup including re silicone damaged areas • 202 balcony ceiling damage • G01 balcony ceiling damage • 102 inspection of kitchen window and ingress (will return for this). • Courtyard installation of canopy on wall where Mould is growing to prevent water from spilling down wall - colour "monument" • Replacement grill which is rusted for Fire Pump Room door • Installation of new Bike rack in Basement Cage area to prevent theft from Courtyard bike racks (note already approved in previous meetings). <p>Vote: 4 Resolve, 0 Abstain, 0 Defeat</p> <p>Notes: -TH2 requires the decking to be modified to allow access to the storm water to allow for servicing. - Quote for roof repairs should be available this week. - Repairs to basement fire door.</p>
<p>MOTION 5. Confirm Next Meeting</p>	<p>RESOLVED</p>	<p>The next Strata Committee meeting will be held in approximately 4 weeks.</p> <p>Vote: 4 Resolve, 0 Abstain, 0 Defeat</p>

CLOSURE:

The meeting closed at

10:30 AM

Robert Mussalli

Chairperson

PROPOSED DATE FOR NEXT MEETING:

June 2023

HEAD OFFICE

298 Railway Parade
Carlton NSW 2218

SYDNEY CBD SALES OFFICE

Level 26, 44 Market St
Sydney NSW 2000

WOLLONGONG OFFICE

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E admin@netstrata.com.au

W admin@netstrata.com.au

1 December 2022

To All Owners
92 BUCKLAND STREET, ALEXANDRIA

Dear Owners,

**RE: MINUTES OF ANNUAL GENERAL MEETING | STRATA PLAN NO. 96044 AT
92 BUCKLAND STREET, ALEXANDRIA**

Attached are the minutes of the recent Annual General Meeting conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. The payment options for your levies are detailed on the back of the levy payment notice. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

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Although many of the elements within your lot are protected by the Strata Building Insurance, we recommend that all owners effect Contents Insurance to protect those elements of your lot that are not covered by Building Insurance.

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You can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

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- Update your personal information

3. BY-LAWS

You will note from the minutes that several new By-laws may have been passed for your strata scheme. The details of each of these new By-laws are specified in the minutes of the meeting and it is important that you read these By-laws so you are fully aware of how they affect your lot. All other By-Laws that were registered with the strata scheme remain unchanged. Should you have any questions regarding the By-Laws please don't hesitate to contact our office.

4. INSTALLATION OF SECURITY DEVICES

The security of the strata scheme and individual apartments is of paramount importance for all owners and residents at the scheme.

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To assist owners with the increasing complexity of strata scheme living, we offer a variety of newsletters explaining your rights and obligations of owning a strata property, including

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- Strata Building Insurance – How am I Covered?
- Strata Definitions
- Frequently Asked Questions

6. 24HR TRADE EMERGENCY SERVICES

Our office provides all owners with access to 24 hour Emergency Trade Services, simply call 1300 663 760 to access;

- Plumbing, Gas and Hot Water
- Glazing
- Automated Garage Doors and Security Gates
- Electrical
- Locksmiths
- Lift Breakdowns

We hope this information about your strata scheme proves helpful and look forward to working with you and all owners for the common amenity of the property.

Should you have any questions or require further information regarding these or any other matters of your strata scheme please do not hesitate to contact our office.

Sincerely,
NETSTRATA
Robert Mussalli

Robert Mussalli | Direct Line: **02 8567 6412** | Email: robert.mussalli@netstrata.com.au

MINUTES OF Annual General Meeting



Strata Plan	96044 - 92 BUCKLAND STREET, ALEXANDRIA
Meeting date	30/11/2022
Commenced	5:28 PM
Apologies	Lot 14
Pre Meeting Voting	Lot 10, Lot 15, Lot 6
In Attendance	Lot 1, Lot 11, Lot 16, Lot 18, Lot 3, Lot 4, Lot 5, Lot 7, Lot 8
Proxies	Lot 13 appointing Lot 16
Corporate Authorisation	Nil
Guests	Mark Dakin - Lot 11
Quorum	The required Units of Entitlement were present, a quorum was formed
Chairperson	Robert Mussalli

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MOTION 1. Confirm Previous Minutes	RESOLVED	that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting. Vote: 12 Resolve, 1 Abstain, 0 Defeat
MOTION 2. Confirm Financials	RESOLVED	that the Financial Statements as presented were adopted. Vote: 13 Resolve, 0 Abstain, 0 Defeat
MOTION 3. Appoint an Auditor	DEFEATED	The Owners Corporation did not appoint an auditor at this time. Vote: 2 Resolve, 0 Abstain, 11 Defeat
MOTION 4. To confirm the A.F.S.S.	RESOLVED	that the owners considered the Annual Fire Safety Statement and that the Strata Managing Agent shall continue to co-ordinate the inspection process, erection of signage and necessary administrative processes to obtain the statement for the coming year. It was further resolved that the current fire safety contractor, Winfire was considered competent by the Owners Corporation in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulations 2017. Vote: 3 Resolve, 9 Abstain, 0 Defeat
MOTION 5. Consider Building Defects	RESOLVED	the Owners Corporation discussed the statutory warranty periods which apply to the strata scheme and decided that due to the builder going under administration, the warranty is no longer available. The townhouses have lodged and have had approved a Home Owners Warranty Claim and the apartments have engaged engineers to inspect, scope and tender the outstanding defect. Vote: 13 Resolve, 0 Abstain, 0 Defeat Notes: #Noted changes to the Home Owner Warranty that have been approved. -The leaks in the basement under the townhouses will be rectified as part of the courtyard tiling rectification (item 13), which includes new waterproofing. -The leak to the TH8 stairwell has been included (item 5A) within the amended attached report. There was a discussion around the potential of going after the developer and it was agreed the cost vs gain did not make sense and it was also noted that the company of the developer was shut down.

MOTION 6. Confirm Insurances	RESOLVED	that the Owners Corporation's insurances as presented were confirmed. Vote: 13 Resolve, 0 Abstain, 0 Defeat
MOTION 7. Approve Maintenance	RESOLVED	the Owners Corporation authorised Netstrata to proceed with the schedule of programmed maintenance as included in the Annual General Meeting (AGM) notice. Vote: 13 Resolve, 0 Abstain, 0 Defeat Notes: It was confirmed that all other items will be ad hoc. It was suggested that we offer an opt in program for all the lots to have a flexi hose swap out.
MOTION 8. Adopt Capital Works Plan	RESOLVED	that the Owners Corporation shall adopt the recommendation of the Capital Works fund plan in their annual budget. Vote: 12 Resolve, 1 Abstain, 0 Defeat
MOTION 9. Confirm the Annual Budget	RESOLVED	That the proposed budget as presented be accepted as Administration fund \$107,732.35 including GST, Lift Fund \$7700.00 including GST, and Capital Works fund \$65,450.00 including GST for the year commencing 01/11/2022 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 09/01/23, 01/04/23, 01/07/23 & 01/10/23. Vote: 12 Resolve, 1 Abstain, 0 Defeat Notes: Notes. It was agreed that the levies confirmed are higher than the recommendations in the capital works fund. This is to allow for sufficient funds to be available to meet some of the costs required to start the remedial works on the Apartment complex that is not covered by the Home Owners Warranty insurance claim. These funds may limit or prevent a special levy being raised early 2023.

MOTION 10. To Suspend Levy Interest	DEFEATED	<p>The Owners Corporation decided NOT to temporarily suspend levy interest at this time. Levy interest will continue to be charged at 10% per annum, pursuant to Section 85 of the Strata Schemes Management Act 2015.</p> <p>Vote: 1 Resolve, 0 Abstain, 12 Defeat</p>
MOTION 11. Allow Payment Plans	RESOLVED	<p>that the Owners Corporation shall accept payment plans as per the provisions of the Strata Schemes Management Act 2015.</p> <p>Vote: 13 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 12. Allow Committee Vote	RESOLVED	<p>that the number of members be set at 9 and that the following persons be elected to the Strata Committee from the date of this meeting until the next annual general meeting:</p> <ol style="list-style-type: none"> 1. Chris Alexander - Lot 1 2. Alex Ostermayer - Lot 3 3. Tristram Alexander - Lot 5 4. Emma Newell - Lt 8 5. Mark Dakin - Lot 11 6. Cameron Mclean - Lot 13 7. Michael Ashley - Lot 14 8. Geoff Bailey -Lot 16 9. Tina Blair - Lot 18 <p>Vote: 13 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 13. Restrict Committee	RESOLVED	<p>that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting.</p> <p>Vote: 12 Resolve, 0 Abstain, 1 Defeat</p>

MOTION 14. Approve Netstrata to Submit Strata Hub Information Annually	RESOLVED	that the Owners Corporation authorised Netstrata to submit the required information onto the NSW Government portal (Strata Hub) to comply with the Strata Schemes Management Amendment (Information Regulation 2021), and shall provide the strata manager's contact details as the representative for the Strata Committee, Office Bearers and emergency contact for the scheme. Vote: 13 Resolve, 0 Abstain, 0 Defeat
MOTION 15. Confirm Manager Report	RESOLVED	that the Owners Corporation reviewed and confirmed the Strata Managers report into Training Services and 3rd Party Commissions in accordance with Sections 55 & 60 of the Strata Schemes Management Act 2015. Vote: 13 Resolve, 0 Abstain, 0 Defeat
MOTION 16. Pass Keeping of Animals By-Law	DEFEATED BY SPECIAL RESOLUTION	More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass the amended 'Keeping of Animals' By-Law at this time. Vote: 94 % against
MOTION 17. Appoint Agent	DEFERRED	This motion was marked as a deferred motion.
MOTION 18. Obtain Safety Inspection	DEFEATED	The Owners Corporation will not engage suitably qualified experts to undertake a safety inspection of the common areas at this time. Vote: 2 Resolve, 0 Abstain, 11 Defeat
MOTION 19. To pass the Moving and Delivering of Goods By-law	DEFEATED BY SPECIAL RESOLUTION	More than 25% of the Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass the 'Moving and Delivering of Goods' By-Law at this time. Vote: 94 % against
MOTION 20. Pass Debt Collection By-law	DEFEATED BY SPECIAL RESOLUTION	by Special Resolution as more than 25% of the total Unit of Entitlement votes cast at the meeting were against the motion. The Owners Corporation will not pass the Levying of Debt Collection By-law at this time. Vote: 86 % against

CLOSURE:

The meeting closed at

8:03 PM

Robert Mussalli

Chairperson

PROPOSED DATE FOR NEXT MEETING:

November 2023

- **GENERAL DISCUSSION:**

- Quote for A/C service per lot requested

- Quote for flexi hose swap out per lot

- Quote for height bar and signage on main garage

- Confirmation that security system will need to be swapped out in future due to no access

- Fire posters to be moved to pump room

- Committee need to confirm is pump room lock is a 001 or NMB key.

Embedded network as a future option.

HEAD OFFICE

298 Railway Parade
Carlton NSW 2218

SYDNEY CBD SALES OFFICE

Level 26, 44 Market St
Sydney NSW 2000

WOLLONGONG OFFICE

Suite 3.03, 3 Rawson Street
Wollongong NSW 2500

P 1300 638 787

E admin@netstrata.com.au

W admin@netstrata.com.au

14 June 2023

Dear To All Owners,

RE: MINUTES OF GENERAL MEETING | STRATA PLAN NO. 96044 AT 92 BUCKLAND STREET, ALEXANDRIA

Attached are the minutes of the recent General Meeting conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies. The payment options for your levies are detailed on the back of the levy payment notice. We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

1. DO YOU HAVE APPROPRIATE CONTENTS & LANDLORDS INSURANCE?

Although many of the elements within your lot are protected by the Strata Building Insurance, we recommend that all owners effect Contents Insurance to protect those elements of your lot that are not covered by Building Insurance.

C.H.U. Australia's leading Strata Insurance provider is now offering comprehensive Common Contents and Landlord Insurance for owners in Strata Schemes.

For a quote and simply go to our website www.netstrata.com.au and follow the prompts.

2. YOUR OWNER PORTAL

You can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The current Financial Records for your lot
- The Insurance Certificate & P.D.S. for the scheme
- Maintenance Reports
- The Financial Records for your scheme
- The By-laws for your scheme
- R.P. Data Sales and Area Profile reports
- Update your personal information

3. BY-LAWS

You will note from the minutes that several new By-laws may have been passed for your strata scheme. The details of each of these new By-laws are specified in the minutes of the meeting and it is important that you read these By-laws so you are fully aware of how they affect your lot. All other By-Laws that were registered with the strata scheme remain unchanged. Should you have any questions regarding the By-Laws please don't hesitate to contact our office.

4. INSTALLATION OF SECURITY DEVICES

The security of the strata scheme and individual apartments is of paramount importance for all owners and residents at the scheme.

NSW legislation permits all owners to undertake the installation of additional locking devices, security screens or other security devices to their windows, front doors, balcony doors and garage doors to further secure their individual apartments, villas or townhouses. However, please note, any additional locking devices must adhere to current fire safety regulations – a licensed locksmith will be able to advise such regulations.

To further assist, we have developed an information guide called **Securing your Strata Title or Community Title Property**. This guide has been prepared in conjunction with our office and the NSW Police and provides owners with several useful tips surrounding communal security. For a copy of the guide, go to our website www.netstrata.com.au and search for “Securing your Strata Title or Community Title Property”.

5. WANT TO FIND OUT MORE...?

To assist owners with the increasing complexity of strata scheme living, we offer a variety of newsletters explaining your rights and obligations of owning a strata property, including

- Building Security
- Maintenance Responsibilities
- Cleaning & Gardening Specifications
- Strata Building Insurance – How am I Covered?
- Strata Definitions
- Frequently Asked Questions

6. 24HR TRADE EMERGENCY SERVICES

Our office provides all owners with access to 24 hour Emergency Trade Services, simply call 1300 663 760 to access;

- Plumbing, Gas and Hot Water
- Glazing
- Automated Garage Doors and Security Gates
- Electrical
- Locksmiths
- Lift Breakdowns

We hope this information about your strata scheme proves helpful and look forward to working with you and all owners for the common amenity of the property.

Should you have any questions or require further information regarding these or any other matters of your strata scheme please do not hesitate to contact our office.

Sincerely,
NETSTRATA
Robert Mussalli

Robert Mussalli | Direct Line: **02 8567 6412** | Email: robert.mussalli@netstrata.com.au

MINUTES OF General Meeting

Strata Plan	96044 - 92 BUCKLAND STREET, ALEXANDRIA
Meeting date	13/06/2023
Commenced	5:48 PM
Apologies	Nil
Pre Meeting Voting	Nil
In Attendance	Lot 1, Lot 2, Lot 4, Lot 6, Lot 8, Lot 11, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18
Proxies	Nil
Corporate Authorisation	Nil
Guests	Nil
Quorum	The required Units of Entitlement were present, a quorum was formed
Chairperson	Robert Mussalli

MOTION 1. Confirm Previous Minutes	RESOLVED	<p>that the minutes of the last general meeting were confirmed as a true and accurate account of the proceedings of that meeting.</p> <p>Vote: 11 Resolve, 1 Abstain, 0 Defeat</p>
MOTION 2. Accept Insurance Settlement	RESOLVED	<p>That the owners corporation resolved to accept the insurance settlement of \$538,585.88 as per the terms attached in the notice and engage Citcon directly to undertake the works as per the quote provided by the HBCF claim assessment.</p> <p>Further; That the Owners Corporation resolved to authorise on behalf of the Owners Corporation that the Strata Committee Members or authorise the Strata Managing Agent to execute and accept variations to the contract and scope of works in the amount, yet to be determined at the meeting, and to affix the common seal pursuant to section 273 of the Strata Schemes Management Act 2015 to associated contracts to commence these works upon final review and instructions from the Strata Committee</p> <p>Vote: 11 Resolve, 1 Abstain, 0 Defeat</p>
MOTION 3. Remedial Works of Apartments - Tender	RESOLVED	<p>That the Owners Corporation 96044 resolved to accept the Chaisam quote in the amount of \$249,950 including GST, contingency, HBCF Insurance and accept the 10% Project Management/Supervision of Works Fee for Integrated Consultancy attached in the notice to undertake remedial repairs to the apartment complex to resolve builders defects.</p> <p>Further; That the Owners Corporation resolved to authorise on behalf of the Owners Corporation that the Strata Committee Members or authorise the Strata Managing Agent to execute and accept variations to the contract and scope of works in the amount, yet to be determined at the meeting, and to affix the common seal pursuant to section 273 of the Strata Schemes Management Act 2015 to associated contracts to commence these works upon final review and instructions from the Strata Committee</p> <p>Vote: 12 Resolve, 0 Abstain, 0 Defeat</p>
MOTION 4. Accept Macquarie Bank Loan	DEFEATED	<p>That the owners corporation did not agree to enter into a loan agreement at this time, opting to raise a special levy instead.</p> <p>Vote: 0 Resolve, 0 Abstain, 12 Defeat</p>

MOTION 5.

Accept Special Levy -
Remedial Works

RESOLVED

That the Owners Corporation resolved to raise a special levy for the amount of \$420,000.00 including GST to be split according to units of entitlements and to be due and payable in 4 monthly installments on 15/07/2023, 15/08/2023, 15/09/2023 and 15/10/2023.

Vote: 12 Resolve, 0 Abstain, 0 Defeat

Notes: The money raised is to fund the following:

- \$250,00 for apartment remedial works
- \$95,000 for contingency costs and GST funding requirements for both projects
- \$75,000 for project management cost for both projects

It was agreed that at the next AGM any surplus will be discussed and potentially applied as a credit against future levies.

CLOSURE:

The meeting closed at

7:10 PM

Robert Mussalli

Chairperson

PROPOSED DATE FOR NEXT MEETING:

TBD

HEAD OFFICE

298 Railway Parade
Carlton NSW 2218

SYDNEY CBD SALES OFFICE

Level 26, 44 Market St
Sydney NSW 2000

WOLLONGONG OFFICE

Suite 3.03, 3 Rawson Street
Wollongong NSW 2500

P 1300 638 787

E admin@netstrata.com.au

W admin@netstrata.com.au



NETSTRATA

EST 1996

Notice of

General Meeting

**THE OWNERS – STRATA PLAN 96044
AT 92 BUCKLAND STREET, ALEXANDRIA**

DATE: Tuesday 13 June 2023

TIME: 6:00 PM

VENUE: VIRTUAL MEETING ROOM

Zoom: <https://zoom.us/j/3418619201>

Or Teleconference (02) 8015 6011

Please see the covering letter for further details
on how to join the meeting.

Robert M. | Direct Line: 02 8567 6412 | Email: robert.mussalli@netstrata.com.au

UNDERSTANDING STRATA PROPERTY MAINTENANCE

One of the most confusing aspects of owning a lot within a Strata Scheme is understanding who is responsible for the maintenance of certain elements within the lot – an individual owner or Owners Corporation (Body Corporate)?

This debate has existed since strata schemes legislation was first inception in 1961 and has been further confused by the way in which owners and Owners Corporations' interpret the maintenance obligations for their strata schemes.

This confusion is further exacerbated because not every strata plan is the same and some Owners Corporations may pass specific resolutions or By-Laws changing or absolving the Owners Corporations maintenance responsibilities.

Briefly; generally each owner is responsible for the maintenance, repair and replacement of all those components of the building that are housed within the external walls of their unit/villa or townhouse or service only their lot (within the lot envelope). Section 106 of the Strata Schemes Management Act 2015 places a mandatory duty on the Owners Corporation to repair and maintain all elements outside of this envelope (the common property) or shared services that may pass through the unit.

In the diagram below, those areas that are generally considered to be common property or the Owners Corporations responsibility to maintain are highlighted in **BLUE**. This applies to strata schemes registered after 1 July 1974.

In this example, all the internal walls and doors are highlighted in **ORANGE** representing lot property. Other typical elements of Lot property include kitchen and bathroom cabinets and accessories, carpets, paintwork and appliances.

For a detailed list of typical lot property and common property maintenance responsibilities go to www.netstrata.com.au

When assessing the maintenance responsibilities for your scheme it is important that a detailed examination of your strata plan and by-laws be undertaken to determine the specific responsibilities associated with your property. Owners should also be familiar with any warranties that may be applicable to apparatus and building structure at their property and the limitations and application of these warranties.

UNDERSTANDING STRATA PROPERTY MAINTENANCE

The cubic airspace of the lot also extends to the balcony or courtyards and is usually defined by a notation on the Strata Plan.

Any shared apparatus, such as pipes or conduits that pass through a lot are still the Owners Corporations responsibility to maintain, even though they are contained within the lot.

These areas are known as 'Structural Cubic Space'.



Lot space within a strata scheme is commonly defined as;

“the cubic airspace contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor”.

Once a pipe or conduit enters the lot, it becomes the 'lot owners' responsibility to maintain if it only services that lot. Common examples include, taps and drainage pipes under sinks & vanities.

MEETING AGENDA

Apologies.

Proxies & Powers of persons present.

Determination of Quorum and Validity of meeting.

The motions to be considered are as follows:

MOTION 1.

Confirmation of Previous General Meeting Minutes

Ordinary Resolution

That the minutes of the previous general meeting be confirmed as a true and accurate account of the proceedings of that meeting.

MOTION 2.

Insurance Settlement

Ordinary Resolution

That the owners corporation accept the insurance settlement of \$538,585.88 as per the terms attached in the notice and engage Citcon directly to undertake the works as per the quote provided by the HBCF claim assessment and tender.

Further; That the Owners Corporation resolve to authorise on behalf of the Owners Corporation that the Strata Committee Members or authorise the Strata Managing Agent to execute and accept variations to the contract and scope of works in the amount, yet to be determined at the meeting, and to affix the common seal pursuant to section 273 of the Strata Schemes Management Act 2015 to associated contracts to commence these works upon final review and instructions from the Strata Committee

For more information, please refer to page 9.

[Technical Assessment Inspection Report - HBCF-CL-006413 - REVISED SIGNED AND](#)

[STAMPED](#)



MOTION 3.

Ordinary Resolution

Remedial Works of Apartments - Tender

That the Owners Corporation 96044 review the Tender Analysis provided by Integrated dated 12 April 2023, attached in this agenda, and resolve to approve **one** of the attached tenders provided by the following contractors to undertake remedial repairs to the apartment complex to resolve builders defects.

a) Chaisam in the amount of \$299,940.00 including GST, contingency, HBCF Insurance and Project Management/Supervision of Works Fee

b) Altec in the amount of \$335,514.00 including GST, contingency, HBCF Insurance and Project Management/Supervision of Works Fee

c) Levant in the amount of \$352,566.00 including GST, contingency, HBCF Insurance and Project Management/Supervision of Works Fee

d) Trademan in the amount of \$359,556.00 including GST, contingency, HBCF Insurance and Project Management/Supervision of Works Fee

Further; That the Owners Corporation resolve to authorise on behalf of the Owners Corporation that the Strata Committee Members or authorise the Strata Managing Agent to execute and accept variations to the contract and scope of works in the amount, yet to be determined at the meeting, and to affix the common seal pursuant to section 273 of the Strata Schemes Management Act 2015 to associated contracts to commence these works upon final review and instructions from the Strata Committee.

For more information, please refer to page 20.

MOTION 4.

Ordinary Resolution

Macquarie Bank Loan

That Resolved that the Owners Corporation enter into and execute a loan contract with Macquarie Bank Ltd (Macquarie) to fund the Owners Corporations obligations to finance the budgeted cost of the Project as resolved with the following terms.

(a) Loan term of 3 years;

(b) the maximum amount of credit available under the loan contract is \$420,000.00; and

(c) members of the Owners Corporation approve the raising of additional levies to ensure the Owners Corporation can perform its obligations under the terms of the Loan Agreement.

That the Owners Corporation also resolves to authorises Netstrata to sign and affix the common seal to the loan contract on behalf of the owners corporation.

For more information, please refer to page 81.

MOTION 5.

Ordinary Resolution

Special Levy - Remedial Works

Should the above motions be passed, to decide whether the Owners Corporation should raise a special levy in the amount up to \$490,000.00 including GST to fund the Remedial Works at the strata scheme.

The special levy, if raised, will be divided amongst all lot owners according to Units of Entitlement and will fall due and payable in 12 quarterly payments over a 3 year period, of \$40,656.83 including GST on dates to be determined.

Please note, that the total levy amount raised will be inclusive of a contingency for potential variations, Project Management costs and Home Insurance Policy and the CPI increases over the term of the payment plan.

Table below shows the Special Levy payments per quarter by lot.

Strata Plan 96044

92 BUCKLAND STREET ALEXANDRIA

Lot	Unit	Owner Names	UoE	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
1	G01	Christopher Alexander & Li Zheng	50	\$2,032.85	\$2,032.85	\$2,032.85	\$2,032.85	\$8,131.40
2	101	Suzanne Demarchi	49	\$1,992.20	\$1,992.20	\$1,992.20	\$1,992.20	\$7,968.80
3	102	Alexander, Beverley Nicholas & Alexander Ostermayer	52	\$2,114.15	\$2,114.15	\$2,114.15	\$2,114.15	\$8,456.60
4	201	Michael Kelly & Marcela Pacheco	46	\$1,870.20	\$1,870.20	\$1,870.20	\$1,870.20	\$7,480.80
5	202	Tristram Alexander & Chiara Neto	50	\$2,032.85	\$2,032.85	\$2,032.85	\$2,032.85	\$8,131.40
6	301	Matthew Samuel & Paul Harvey	41	\$1,666.95	\$1,666.95	\$1,666.95	\$1,666.95	\$6,667.80
7	302	Karo Taylor-Singer	59	\$2,398.75	\$2,398.75	\$2,398.75	\$2,398.75	\$9,595.00
8	TH1	Emma & Matthew Newell	60	\$2,439.40	\$2,439.40	\$2,439.40	\$2,439.40	\$9,757.60
9	TH2	Senanayake Prematilake	59	\$2,398.75	\$2,398.75	\$2,398.75	\$2,398.75	\$9,595.00
10	TH3	Mark Higney, Paul Mulligan	59	\$2,398.75	\$2,398.75	\$2,398.75	\$2,398.75	\$9,595.00
11	TH4	Nan Chou Lin	59	\$2,398.75	\$2,398.75	\$2,398.75	\$2,398.75	\$9,595.00
12	TH5	Hanchun Chen	59	\$2,398.75	\$2,398.75	\$2,398.75	\$2,398.75	\$9,595.00
13	TH6	Raelene Hartman	59	\$2,398.75	\$2,398.75	\$2,398.75	\$2,398.75	\$9,595.00
14	TH7	Michael & Shirley Ashley	59	\$2,398.75	\$2,398.75	\$2,398.75	\$2,398.75	\$9,595.00
15	TH8	Marco Willi & Jessica Qu	59	\$2,398.75	\$2,398.75	\$2,398.75	\$2,398.75	\$9,595.00
16	TH9	Geoffery & Christine Bailey	59	\$2,398.75	\$2,398.75	\$2,398.75	\$2,398.75	\$9,595.00
17	TH10	Denyk Espinoza & Oliver Brennan	59	\$2,398.75	\$2,398.75	\$2,398.75	\$2,398.75	\$9,595.00
18	TH11	Daxton & Pragnin Blair	62	\$2,520.70	\$2,520.70	\$2,520.70	\$2,520.70	\$10,082.80
			1000	\$40,656.80	\$40,656.80	\$40,656.80	\$40,656.80	\$162,627.20

For more information, please refer to page 89.

MEETING AGENDA



Dated this Tuesday, May 30, 2023

Netstrata

EXPLANATION OF AGENDA ITEMS

Motion 1. Confirmation of Previous General Meeting Minutes

The minutes of your last general meeting will need to be confirmed. A copy of the previous minutes were issued to you shortly after the last general meeting, if you have not received a copy of these minutes please contact our office or you may view a copy via your owner portal at www.netstrata.com.au. If you have forgotten your username and/or password please email admin@netstrata.com.au.

Motion 2. Insurance Settlement

The HSBC claim was lodged once the building went into administration. The scope of the works was determined and the tender was undertaken by Gallagher Bassett as instructed by the insurance provider.

Motion 3. Remedial Works of Apartments - Tender

This tender is only for the apartment complex and does not include the Townshouses.

Motion 4. Macquarie Bank Loan

The loan terms and conditions have been provided as part of this notice for your review. The amount allows for variations that if not used, are not drawn down and therefore the liability is not incurred. The owners' corporation can choose to raise a special in future meetings to pay down the loan early.

Motion 5. Special Levy - Remedial Works

The special levy is required to service the Macquarie Bank loan presented in the motions above.

10 May 2023

The Owners - Strata Plan 96044
C/- Netstrata
298 Railway Parade
Carlton NSW 2218

Via Email: robert.mussalli@netstrata.com.au

Dear The Owners - Strata Plan 96044,

Claim No.: HBCF-CL-006413
Owner: The Owners - Strata Plan 96044
Property: 92, Buckland Street, Alexandria NSW 2015
Builder: Next Constructions Pty Ltd

Your claim

This is our response to your claim (HBCF-CL-006413) for the property at 92, Buckland Street, Alexandria NSW 2015.

Our assessment of submitted tenders

We have completed our assessment of the submitted tenders. We confirm that on behalf of the icare Home Building Compensation Fund, Gallagher Bassett has accepted liability in respect of indemnity for your claim. This means that we have decided how much we will pay on your claim.

The indemnity does not include any amount of your input tax credit entitlement for goods and service tax under the *A New Tax System (Goods and Services Tax) Act 1999*. icare HBCF is not liable to indemnify you for any such sum as Strata Plan 96044 are a registered entity under Part 2-5 of that Act.

The details are set out in the Technical Assessment and Inspection Report, dated 09 November 2022 as follows:

Approved tender amount	\$538,585.88
<i>(Citcon tender dated 12/04/2023)</i>	
Amount claimed for defective work	\$538,585.88
Owner's contribution (Excess)	\$250.00
Insurer's contribution	\$538,335.88

We have enclosed copies of the Citcon tender and Technical Assessment and Inspection Report for your reference.

The approved tender amount is the indemnity under your insurance policy and includes the excess you pay. The owner's contribution is the excess you need to pay. The insurer's contribution is the amount we think is payable under the policy. The amount we pay (our indemnity) is the insurer's contribution. We have assessed your claim within the relevant insurance policy provisions and limitations and have approved the following indemnity:

- **\$538,335.88 (five hundred and thirty-eight thousand, three hundred and thirty five dollars and eighty eight cents).**

Complete the Settlement Acceptance form

You need to submit the signed and dated Settlement Acceptance form and the EFT (electronic funds transfer) authority form at the end of this letter, so that Gallagher Bassett can make payments to you.

Once we receive the signed and dated Settlement Acceptance and enclosed EFT authority form, we aim to make payment within 10 business days.

If you choose to enter into a building contract, the builder you select must provide you with home building compensation cover in accordance with legislative requirements.

Note: We cannot release any funds until you return the signed and dated Settlement Acceptance to us.

Proof of Debt

We are not aware whether you have lodged a Proof of Debt with the administrator or liquidator in insolvency of the builder. As we are paying you under the policy for your loss or damage, you are not entitled to both that indemnity payment and any dividend from the administrator or liquidator covering the same loss, as this would be a double payment.

By entering into settlement with you, we are subrogated your rights as against the builder, liquidator, administrator and any third parties for the losses for which we are paying you. This means we step into your shoes and can pursue the builder, liquidator, administrator or third party, to recoup the money ourselves in your name.

You may wish to lodge a Proof of Debt for your uninsured loss (that is anything we have not paid you for but the builder is liable for). If you receive any dividend from the administrator/liquidator in respect of the insured loss as a result of the insurance claim, you must pay that amount to us. You should keep any dividend paid in relation to the excess, or any other uninsured loss contained in the Proof of Debt.

If you have lodged a Proof of Debt, please post or email a copy to this office for our records.

If the situation changes

This decision is based on information we hold. We reserve the right to review this decision if further information or documents come into our possession.

If circumstances change before we agree on a settlement figure with you (for example, if your builder stops being insolvent, is found again within Australia or has their licence suspension removed), we may no longer be liable under the policy and reserve our right to change our decision on liability.

Contact us

Please contact us if you have any questions or need help.

Yours sincerely,



Gallagher Bassett Services Pty Ltd
GPO Box 5474,
Sydney NSW 2001
builderswarrantyclaims@gbtpa.com.au
(02)94647270

Eden Cunningham
(02)94647270
Gallagher Bassett Services Pty Ltd

Enclosures:

- Citcon Tender
- Technical Assessment and Inspection Report dated 09/11/2022
- EFT authority form

Caring for your mental health

Dealing with building works problems can be very stressful, so Gallagher Bassett offer the services of LifeWorks to help you through it. Call LifeWorks for a confidential counselling session on 1300 361 008.

- **Telephone counselling:** Arrange a telephone counselling appointment within a business day.
- **Assessment of risk of harm:** All callers to the service are assessed for risk of harm. If necessary, LifeWorks will connect callers with immediate counselling support.

Complaints and disputes

Request a review of the claim decision or make a complaint

If you don't agree with a claim decision, you can request a review through the Gallagher Bassett internal dispute resolution (IDR) process. You must refer any dispute about a claim decision to the claims manager's IDR, no later than 30 days after you received written notice of the claim decision.

Gallagher Bassett will ask you to state the dispute in writing unless you have already provided a written statement. How to contact the disputes resolution officer:

- Phone: (02) 9464 7270
- Email: complaints_builderswarrantyclaims@gbtpa.com.au

You can also make a complaint about Gallagher Bassett's service to the dispute resolution officer.

Escalate your review to the icare HBCF claims committee

If you're still unhappy about the decision after the IDR process, you can ask Gallagher Bassett to refer your dispute to the icare HBCF claims committee or contact them directly as listed below:

- Email: enquiries.hbcf@icare.nsw.gov.au
- Phone: (02) 9216 3224

Make a complaint directly to icare HBCF

You can make a complaint directly to icare HBCF by calling them ((02) 9216 3224) or email enquiries.hbcf@icare.nsw.gov.au

Request an NSW Civil and Administrative Tribunal (NCAT) review

If a claim is denied, you can appeal to the NCAT within 45 days of the claim decision. In some circumstances the NCAT may grant leave for an application to be lodged later than 45 days after the decision.

Request a regulatory compliance review

The State Insurance Regulatory Authority (SIRA) regulates the State Home Building Compensation scheme. **Although SIRA cannot overturn an individual claim decision, SIRA can review icare HBCF's compliance with the legislation, guidelines, and policy.**

If you have any concerns about icare HBCF's conduct in dealing with your claim, please contact SIRA:

- Phone: 13 10 50
- Email: contact@sira.nsw.gov.au
- Website: <https://www.sira.nsw.gov.au/disputes-and-complaints/home-building-compensation-disputes>

Regulation and Governance

- The NSW Self Insurance Corporation (SICorp) issues insurance policies through the Home Building Compensation Fund (HBCF).
- Insurance and Care NSW (icare) administers the HBCF for SICorp.
- Gallagher Bassett is the claims manager or scheme agent and assesses claims on behalf of the icare HBCF.
- The NSW Civil and Administrative Tribunal (NCAT) provides specialist tribunal services to help you resolve an issue or dispute fairly and according to the law.

Lodge a complaint with SIRA

You can lodge a complaint with SIRA about how we handled your claim or any other aspect of our service.

SIRA contact details:

- Phone: 13 10 50
- Email: contact@sira.nsw.gov.au
- Online: fill out the [online enquiry form at https://www.sira.nsw.gov.au/](https://www.sira.nsw.gov.au/)

Settlement Acceptance HBCF-CL-006413

- 1) I/we, the homeowner(s), accept the settlement offered above is full and final settlement of my/our claim lodged about defective/incomplete residential building work undertaken by the builder.
- 2) I/we acknowledge that I/we can request no further indemnity for any loss(es) in this current claim. I/we do not release icare HBCF from liability for any other valid claims we may have. For example, a valid claim I/we lodge within the insurance period, about defects we don't currently know about.

Owner Signature

Owner Signature

Owner Name (Please print)

Owner Name (Please print)

Date

Date

ELECTRONIC FUNDS TRANSFER AUTHORITY

CLAIM DETAILS

CLAIM NUMBER: _____

NAME OF OWNER/CLAIMANT: _____

FUND RECIPIENT'S BANK ACCOUNT DETAILS

BANK _____

ACCOUNT NAME _____

BSB

			-			
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ACCOUNT NO

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SIGNATURES

FULL NAME OF ACCOUNT HOLDER 1 _____

SIGNATURE OF ACCOUNT HOLDER 1 _____ DATE _____

FULL NAME OF ACCOUNT HOLDER 2 _____

SIGNATURE OF ACCOUNT HOLDER 2 _____ DATE _____

Tendering Document for HBCF works

Builder



Job Address

92 Buckland Street,
Alexandria NSW 2015

Name GHASS GROUP Pty Ltd T/as CITCON
Address 50 Berith Street Kingsgrove NSW 2208
Ref QT2022-806
Date 4/12/2023
Contact 1300 248 400 / admin@citcon.com.au
NSW Lic 318672C
ABN / ACN 41606129499 / 608 718 994

The Owners

Strata Plan 96044

This quote is based on the signed Inspection Report from SEDWICK dated 09/11/2022 and all other supplied documents.

This quote is carry out all accepted works contained in the signed Inspection Report and generally noted below.

All our work will comply with Manufactures specs, WH&S, NCC, Building Code of Australia & all relevant Australian standards.

This quote is valid for 90 days only, from the date of issue.

CLAIM NUMBER

HBCF-CL-006413

Costs ex GST	
HBCF Insurance for this work (add here, if you separate this out)	\$53,346.92
Preliminaries & General inc Site Supervision or Project Management (add here, if you separate this out)	\$47,286.96
Scaffold - if relevant (add here, if you separate this out)	\$0.00

ACCEPTED
ITEMS

The inspection report general SOW notes

1 - Leak to ground floor patio ceiling	<p>Allow to:</p> <ol style="list-style-type: none"> 1.Gain access to eastern ground floor and first floor in accordance with WorkCover requirements. 2.Cover and protect adjacent surfaces during the rectification work. 3.Remove and set aside sliding door to the eastern first floor bedroom for reinstallation. 4.Supply and install new sub sill flashing and head flashing to the door unit in accordance with AS 2047 – 2014 – Windows and external glazed doors in buildings. 5.Re-install door to opening in accordance with AS 2047 – 2014 – Windows and external glazed doors in buildings. 6.Repair the ceiling lining to the ground floor patio. 7.Prepare and paint the affected patio ceiling lining and eastern wall elevation (internal and external) affected by the works to the nearest corner or architectural break with paint of similar colour and finish as the existing and in accordance with AS NZS 2311 – 2009 – Guide To The Painting Of Buildings. 8.Make good any surfaces affected as part of the works, to their prior condition. 9.Clean site and leave in a tidy condition upon completion of work. 	\$13,968.00
Our notes		
2 - Damp ceiling at slab and wall junction	<p>Allow to:</p> <ol style="list-style-type: none"> 1.Gain access to the external southern side of unit 11 in accordance with WorkCover requirements. 2.Cover and protect adjacent surfaces during the rectification work. 3.Supply and install suitable flexible sealant to the slab and wall junction, ensuring there are no visible voids to the external façade. 4.Supply and install suitable waterproofing compound to the slab and wall junction, ensuring correct termination of membrane to a reglet and finished with an appropriate over-flashing (or similar). 5.Water test external wall to ensure no water ingress/moisture is observed to the southern garage wall and ceiling junction. 6.Make good any surfaces affected as part of the works, to their prior condition. 7.Clean site and leave in a tidy condition upon completion of work. 	\$2,880.00
Our notes		
3 - Leak to ground floor patio ceiling	<p>Allow to:</p> <ol style="list-style-type: none"> 1.Gain access to eastern ground floor and first floor bedroom in accordance with WorkCover requirements. 2.Cover and protect adjacent surfaces during the rectification work. 3.Remove and set aside sliding door to the eastern first floor bedroom for reinstallation. 4.Supply and install new sub sill flashing and head flashing to the door unit in accordance with AS 2047 – 2014 – Windows and external glazed doors in buildings. 5.Re-install door to opening in accordance with AS 2047 – 2014 – Windows and external glazed doors in buildings. 6.Repair the ceiling lining to the ground floor patio. 7.Prepare and paint the affected patio ceiling lining and eastern wall elevation (internal and external) affected by the works to the nearest corner or architectural break with paint of similar colour and finish as the existing and in accordance with AS NZS 2311 – 2009 – Guide To The Painting Of Buildings. 8.Make good any surfaces affected as part of the works, to their prior condition. 9.Clean site and leave in a tidy condition upon completion of work. 	\$13,968.00
Our notes		
4 - Leak to ground floor patio ceiling	<p>Allow to:</p> <ol style="list-style-type: none"> 1.Gain access to eastern ground floor and first floor bedroom in accordance with WorkCover requirements. 2.Cover and protect adjacent surfaces during the rectification work. 3.Remove and set aside sliding door to the eastern first floor bedroom for reinstallation. 4.Supply and install new sub sill flashing and head flashing to the door unit in accordance with AS 2047 – 2014 – Windows and external glazed doors in buildings. 5.Re-install door to opening in accordance with AS 2047 – 2014 – Windows and external glazed doors in buildings. 6.Repair the ceiling lining to the ground floor patio. 7.Prepare and paint the affected patio ceiling lining and eastern wall elevation (internal and external) affected by the works to the nearest corner or architectural break with paint of similar colour and finish as the existing and in accordance with AS NZS 2311 – 2009 – Guide To The Painting Of Buildings. 8.Make good any surfaces affected as part of the works, to their prior condition. 9.Clean site and leave in a tidy condition upon completion of work. 	\$13,968.00
Our notes		

5 - Leak to ground floor patio ceiling	<p>Allow to:</p> <ol style="list-style-type: none"> 1. Gain access to eastern ground floor and first floor bedroom in accordance with WorkCover requirements. 2. Cover and protect adjacent surfaces during the rectification work. 3. Remove and set aside sliding door to the eastern first floor bedroom for reinstallation. 4. Supply and install new sub sill flashing and head flashing to the door unit in accordance with AS 2047 – 2014 – Windows and external glazed doors in buildings. 5. Re-install door to opening in accordance with AS 2047 – 2014 – Windows and external glazed doors in buildings. 6. Repair the ceiling lining to the ground floor patio. 7. Prepare and paint the affected patio ceiling lining and eastern wall elevation (internal and external) affected by the works to the nearest corner or architectural break with paint of similar colour and finish as the existing and in accordance with AS NZS 2311 – 2009 – Guide To The Painting Of Buildings. 8. Make good any surfaces affected as part of the works, to their prior condition. 9. Clean site and leave in a tidy condition upon completion of work. 	\$13,968.00
Our notes		
5A - Leak to stairwell	<p>Allow to:</p> <ol style="list-style-type: none"> 1. Gain access to eastern ground floor and first floor bedroom in accordance with WorkCover requirements. 2. Cover and protect adjacent surfaces during the rectification work. 3. Note: Repairs to the roof and flashings (cause of damage) included as part of item 12. 4. Repair the ceiling/wall linings to the stairwell in accordance with AS NZS 2589 – Gypsum Linings Application and Finishing. 5. Prepare and paint the affected stairwell walls to the nearest corner or architectural break with paint of similar colour and finish as the existing and in accordance with AS NZS 2311 – 2009 – Guide To The Painting Of Buildings. 6. Make good any surfaces affected as part of the works, to their prior condition. 7. Clean site and leave in a tidy condition upon completion of work. 	\$3,144.00
Our notes		
6 - Water damage to internal walls	<p>Allow to:</p> <ol style="list-style-type: none"> 1. Gain access to the stairwell between ground and first floor in accordance with WorkCover requirements. 2. Cover and protect adjacent surfaces during the rectification work. 3. Repair the plasterboard linings in accordance with AS NZS 2589 – Gypsum Linings Application and Finishing. 4. Prepare and paint the affected wall to the nearest corner or architectural break with paint of similar colour and finish as the existing and in accordance with AS NZS 2311 – Guide To The Painting Of Buildings. 5. Make good any surfaces affected as part of the works, to their prior condition. 6. Clean site and leave in a tidy condition upon completion of work. 7. Note: Roof works included as part of item 10. 	\$3,144.00
Our notes		
7 - Leak to ground floor patio ceiling	<p>Allow to:</p> <ol style="list-style-type: none"> 1. Gain access to eastern ground floor and first floor bedroom in accordance with WorkCover requirements. 2. Cover and protect adjacent surfaces during the rectification work. 3. Remove and set aside sliding door to the eastern first floor bedroom for reinstallation. 4. Supply and install new sub sill flashing and head flashing to the door unit in accordance with AS 2047 – 2014 – Windows and external glazed doors in buildings. 5. Re-install door to opening in accordance with AS 2047 – 2014 – Windows and external glazed doors in buildings. 6. Repair the ceiling lining to the ground floor patio. 7. Prepare and paint the affected patio ceiling lining and eastern wall elevation (internal and external) affected by the works to the nearest corner or architectural break with paint of similar colour and finish as the existing and in accordance with AS NZS 2311 – 2009 – Guide To The Painting Of Buildings. 8. Make good any surfaces affected as part of the works, to their prior condition. 9. Clean site and leave in a tidy condition upon completion of work. 	\$13,968.00
Our notes		
8 - Omission of weatherproofing at bottom of ensuite door to balcony	<p>Allow to:</p> <ol style="list-style-type: none"> 1. Gain access to the ensuite in accordance with WorkCover requirements. 2. Cover and protect adjacent surfaces during the rectification work. 3. Provide appropriate sill to aluminium framed hinged doors in order to ensure water cannot ingress under door. 4. Make good any surfaces affected as part of the works, to their prior condition. 5. Clean site and leave in a tidy condition upon completion of work. 	\$660.00
Our notes		
9 - Poor finish at stair junctions	<p>Allow to:</p> <ol style="list-style-type: none"> 1. Gain access to the stairwell in accordance with WorkCover requirements. 2. Cover and protect adjacent surfaces during the rectification work. 3. Supply and install suitable flexible sealant to the gaps at the stair and wall junction. 4. Make good any surfaces affected as part of the works, to their prior condition. 5. Clean site and leave in a tidy condition upon completion of work. 	\$480.00
Our notes		
10 - Leak to ground floor patio ceiling Leak to second floor bedroom door	<p>Allow to:</p> <ol style="list-style-type: none"> 1. Gain access to eastern ground floor, first floor bedroom & second floor bedroom in accordance with WorkCover requirements. 2. Cover and protect adjacent surfaces during the rectification work. 3. Remove and set aside x 2 sliding door to the eastern first floor & second floor bedroom for reinstallation. 4. Supply and install new sub sill flashing and head flashing to the door units in accordance with AS 2047 – 2014 – Windows and external glazed doors in buildings. 5. Re-install doors to opening in accordance with AS 2047 – 2014 – Windows and external glazed doors in buildings. 6. Repair the ceiling lining to the ground floor patio. 7. Prepare and paint the affected patio ceiling lining and eastern wall elevation (internal and external) affected by the works to the nearest corner or architectural break with paint of similar colour and finish as the existing and in accordance with AS NZS 2311 – 2009 – Guide To The Painting Of Buildings. 8. Make good any surfaces affected as part of the works, to their prior condition. 9. Clean site and leave in a tidy condition upon completion of work. 	\$13,968.00
Our notes		

11 - Water damage to internal walls	<p>Allow to:</p> <ol style="list-style-type: none"> 1. Gain access to the ground floor living room & stairwell between ground and first floor in accordance with WorkCover requirements. 2. Cover and protect adjacent surfaces during the rectification work. 3. Repair the plasterboard linings in accordance with AS NZS 2589 – Gypsum Linings Application and Finishing. 4. Prepare and paint the affected wall and ground floor ceiling to the nearest corner or architectural break with paint of similar colour and finish as the existing and in accordance with AS NZS 2311 – Guide To The Painting Of Buildings. 5. Make good any surfaces affected as part of the works, to their prior condition. 6. Clean site and leave in a tidy condition upon completion of work. 7. Note: Roof works included as part of item 10. 	\$3,144.00
Our notes		
12 - Leaks and defects to roof covering	<p>Allow to:</p> <ol style="list-style-type: none"> 1. All below works to comply with NCC provisions, HB 39 – 2015 – Installation Code For Metal Roof & Wall Cladding and AS/NZS 3500.3 – Plumbing and drainage - Part 3: Stormwater drainage. 2. Gain access to the top floor roof and western first floor roof in accordance with WorkCover requirements. 3. Cover and protect adjacent surfaces during the rectification work. 4. Remove and replace the box gutter and parapet cappings to the western roof, extending the entire length of all 11 townhouses. Ensure overflow provisions are incorporated into box gutter. 5. If required to facilitate above works, allow to remove and replace roof sheets and skylight flashings. 6. Remove and replace the flashing and cappings to the balcony wall and roof junction, where the waterproofed hob/channel is located. 7. Supply and install new waterproofing membrane to concrete hob and channel. 8. Supply and install new box gutter to the channel between balcony walls and roof. 9. Remove and replace all perimeter parapet cappings to top floor roof. 10. Remove and replace flashings to exhaust vents on top floor roof, ensuring compliant flashing configuration. 11. Remove and replace apron flashing at eastern end of top floor roof ensuring parapet capping extends over flashing upturn. 12. Note: with flashing removed check roof sheets for sheet end turn up. 13. Make good any surfaces affected as part of the works, to their prior condition. 14. Clean site and leave in a tidy condition upon completion of work. 	\$45,840.00
Our notes		
13 - Efflorescence to entry stairs	<p>Allow to:</p> <ol style="list-style-type: none"> 1. Gain access to the front terrace/courtyards of units 1-11 in accordance with WorkCover requirements. 2. Cover and protect adjacent surfaces during the rectification work. 3. Remove and dispose of tiles, tile bed and waterproof membrane. 4. Remove, set aside and reinstall the sliding door from the living room to courtyard, incorporating appropriate sill flashing/waterproof termination, in accordance with AS 2047 – 2014 – Windows and external glazed doors in buildings and AS 4654.2 – Waterproofing Membrane Systems for Exterior Use – Above Ground Level. 5. Prepare the balcony substrate in accordance with the manufacturer's installation recommendations for the installation of the new waterproofing and tiles. 6. Supply and install new waterproof membrane in accordance with AS 4654.2 – Waterproofing Membrane Systems for Exterior Use – Above Ground Level. (Note: The waterproof membrane is to be installed and certified by a licensed professional waterproofing contractor). 7. Supply and install new tiles, similar to existing, in accordance with AS 3958.1 – Ceramic Tiles – Guide to The Installation of Ceramic Tiles. Ensure sufficient fall to drainage outlet/free-edge. 8. Repair the rendered walls, as required, in accordance with HB161 – Guide to Plastering and manufacturers recommendations. 9. Prepare and paint the affected walls and surfaces to the nearest corner or architectural break with paint of similar colour and finish as the existing and in accordance with AS NZS 2311 – 2009 – Guide To The Painting Of Buildings. 10. Make good any surfaces affected as part of the works, to their prior condition. 11. Clean site and leave in a tidy condition upon completion of work. 	\$281,256.00
Our notes		
14 - Touch up to letterbox	<p>Allow to:</p> <ol style="list-style-type: none"> 1. Gain access to the front of units 1-11 in accordance with WorkCover requirements. 2. Cover and protect adjacent surfaces during the rectification work. 3. Repair corrosion to letter box's and touch up with suitable paint coating, similar to existing, in accordance with AS NZS 2312 – 2002 Guide To The Protection of Structural Steel against Atmospheric Corrosion By The Use of Protective Coatings. 4. Make good any surfaces affected as part of the works, to their prior condition. 5. Clean site and leave in a tidy condition upon completion of work. 	\$13,596.00
Our notes		
15 - Leaks to garage	Works included as part of item 13.	Nil

Builders Margin is to be included within the ITEM costs	
Sub total	\$538,585.88
GST	\$53,858.59
Total	\$592,444.47

Weeks to	24 WEEKS
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Specific Inclusions & Exclusions	<p>ASSUMPTIONS:</p> <ul style="list-style-type: none"> - There is an assumption the letter boxes can be repaired on site and will not require removal <p>PS ALLOWANCE:</p> <ul style="list-style-type: none"> - HBCF Insurance - \$44,457.70 (Excl GST) - Supply Only - Tiles - \$40.00 psqm (Plus GST) <p>NOTES:</p> <ul style="list-style-type: none"> - The current composite decking was installed, to allow for a flush finish. However, if this area is screeded and tiled, there will be an insufficient step to the internal areas and may need to reinstall composite decking. Costs reflect tiling only. - There may be a difference in texture between with the patched render on the balcony areas - During the site inspection it was noted that there was likley ingress where the fibre-cement sheeting meets the brickwork. Correct methodology would involve expose and reflashing the cross cavity. A variation may be required - if deemed necessary This is based on a visual inspection only, costs may vary upon commencement of works - Citcon will take all necessary precautions to ensure that all areas maintain waterproofing for the duration of works prior to installation of the waterproofing membrane. However, if any inclement or unforeseen weather occurs prior to Citcon being able to waterproof that area. Citcon will not be held liable for internal damage. - Citcon can at any time alter the provided scope of works methodology to a more efficient methodology if possible.
Generic Exclusions	<p>All materials and works not explicitly listed above are specifically excluded from the scope of works, including, but not limited to, the following:</p> <ul style="list-style-type: none"> - Site or special allowances pertaining to this project - Special requirements/approvals by authority bodies e.g RTA/Workcover/EPA/local council - Engineering inspections and/or certification - Works outside standard business hours i.e. Monday – Saturday 7:30am - 5:00pm - Rock excavation, unforeseen defects and landscaping - Strata By-Law requirements - Shift, store, relocate, remove or reinstate insured contents or furniture - Any alterations, additions, repairs, levelling, grinding or any other works to concrete, plyboard, timber - Where floating floors are to be installed, no allowance has been made to trowel glue or spot glue floating floors. - Removal of asbestos and/or subsequent testing - The removal or replacement of an asbestos fire doors found within property - Alterations, repair, or reframe any of the existing structure - Any mould remediation to the framework and subsequent testing that may be required -The removal or reinstallation of balcony doors for waterproofing purposes - Any work that pertains to the Design and Building Practitioner Act. If required, a variation will be required - The need for further documentation or submission of further documentation pertaining to the Design and Building Practitioner Act - The engagement of an engineer pertaining to the Design and Building Practitioner Act - Composite decking framework & installation - Waterproofing of garden back - Re-framing for box guttering fall & allowances - Crane lift <p>The above quotation is valid for 30 days, after which we reserve the right to vary the price</p> <p>The following is not warranted:</p> <ul style="list-style-type: none"> - Suitability or condition of the existing substrate which is not visible <p>Long term adhesion of original paints or coatings</p> <p>The above works have been priced in accordance with a single dwelling HBCF (home building compensation fund) certificate if over the value \$ 20,000, unless otherwise stated</p> <p>All final invoices for PC sums items will be provided upon practical completion.</p> <p>Final clean, remove all rubbish, and make good on any turf or landscaping is included.</p>
Quote prepared by	<p>Rob Ghassani M: 0422 814 119 O: 1300 248 400 E: admin@citcon.com.au</p>
Builders HBCF Experience	<p>We commenced HBCF works in 2016 and have been working for HBCF since</p> <p>We have completed more than 30 HBCF claims since inception</p> <p>We have completed small to large claims in a wide range of areas including structural, waterproofing, concrete spalling etc</p> <p>We currently have 3 hbcf claims being completed with four due for handover shortly.</p> <p>We are a panelled insurance builder and remedial builder with over 10 years industry experience</p>
<p>Save your final version as a PDF and return to builderswarrantyclaims@gbtpa.com.au</p>	



SCOPE OF WORKS & TENDER DOCUMENT

PREPARED FOR:	The Owners SP 96044
SUBJECT:	Scope of remedial works for building defect rectification
SITE ADDRESS:	92 Buckland Street Alexandria NSW 2015
PREPARED BY:	Mark Kavanagh Senior Building Consultant
PEER REVIEW BY:	Daniel Binnington B.E(civil)(hons.) MIEAust Senior Engineer & Building Consultant Principal Design Practitioner
DATE PREPARED:	17 February 2023
TENDER CLOSING DATE:	31 March 2023
OUR REFERENCE:	2220555 TD

Integrated have not made any enquiries with Council nor other authorities as to whether application/approval is required for these works, the client is free to make their own enquiries with Council as deemed required.



STRATA SERVICES
SPECIALIST
COMPANY

Facilitating Solutions for the Strata & Building Industries



NOTICE OF COPYRIGHT

This document has been prepared by Integrated Building & Engineering Consultancy. CarBinFitz Pty Limited claims Copyright to the whole of this document, no copies, further circulation or use of its contents is allowed without the prior written permission of Integrated Building & Engineering Consultancy.

1 HISTORY

Integrated Building & Engineering Consultancy was engaged and instructed by the Strata Manager, Robert Mussalli of Netstrata on behalf of the Owners Corporation Strata Plan 96044 to prepare a Building Condition & Maintenance Report on the high rise building only.

Following provision and acceptance of the report's recommendations, Integrated Building & Engineering Consultancy was provided with further instructions to create a Scope of Works/Tender Documents based on the information contained within the aforementioned Building Condition & Maintenance Report.

2 TENDER CONDITIONS AND INFORMATION

- **This document shall form part of the Contract for the Works. No conditions or standard requirements either expressed or implied in Contractor submissions and quotation shall override this Scope of Works/Specification and the Contract documents.**
- The remedial works are restricted to specific items as identified by Integrated and agreed to be rectified by the Owners Corporation. This scope should not be considered as addressing all building defects and maintenance issues within the complex.
- It should be noted that these premises are fully occupied and disruption to the Occupants must be kept to a minimum.
- Safe, free and uninterrupted access to this property must be maintained for all Occupants.
- Access to individual Units will need to be programmed with at least seven (7) days' notice in advance given to the occupants.
- Strict adherence to all safety requirements shall be observed with all works to be carried out to Regulatory Authorities' requirements.

Initial Here	
Builder	Owner

This document and its contents are intended for the Addressee only and contains opinions held by the Author based on material available at the time and expressed for the purposes of consideration by the Addressee and not for general publication without written consent.

- It is essential, irrespective of prevailing site conditions, that this property be protected from all weather elements during the course of these works, particularly water ingress.

Note: Any works in regards to application of Waterproofing Membranes in this document shall not be covered after preparation until that element of the work has been inspected by the Superintendent and approved to be covered.

3 PRELIMINARIES

3.1 CONTRACTOR REQUIREMENTS

All contractors are to visit site to view the works outlined in the Scope of Works. If a contractor quotes without viewing the site, it will be at their own risk.

All work shall be carried out by Contractors who meet the requirements of 3.2 below. All work shall conform to the National Construction Code (NCC) relevant Building Code of Australia for domestic construction and note should be taken of the relevant Standards and Regulations: -

Australian Standards	
AS/NZS 1170.1	Structural design actions. Permanent, imposed and other actions
AS 1288	Glass in buildings - selection & installation
AS 1562.1	Design and installation of sheet roof and wall cladding - metal
AS 1657	Fixed platforms, walkways, stairways and ladders - Design, construction and installation
AS 1668.2	The use of ventilation and air conditioning in buildings - Mechanical ventilation in buildings
AS 1684.4	Residential timber framed construction
AS 2047	Windows and external glazed doors in buildings
AS 2311	The painting of buildings
AS/NZS 2312.1	Guide to the protection of structural steel against atmospheric corrosion by the use of protective coatings – Paint coatings
AS 2436	A guide to noise control on construction, maintenance and demolition sites
AS 2589	Gypsum linings - Application & finishing
AS 2601	The demolition of structures
AS/NZS 2904	Damp proof courses & flashings
AS/NZS 3000	Electrical Installations (Wiring Rules)
AS/NZS 3500.3	Plumbing and Drainage - Stormwater drainage
AS 3600	Concrete structures
AS 3700	Masonry Structures
AS 3727.1	Pavements - residential

Initial Here	
Builder	Owner

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AS 3740	Waterproofing of wet areas within residential buildings
AS 4349.1	Inspection of buildings Part 1: Property inspections - Residential buildings
AS 4654.1	Waterproofing membrane systems for exterior use – materials
AS 4654.2	Waterproofing membrane systems for exterior use – design and installation
HB161	Guide to Plastering

Note - the latest published Australian Standards are to be adhered to should any of the above listed be superseded by the time the works are contracted.

All work shall meet SafeWork NSW requirements for safe working practices.

3.2 LICENCING

The Contractor and the Contractor's Sub-Contractor/s shall be fully qualified Tradesmen and be suitably licenced as required by the Office of Fair Trading for the nominated works.

3.3 INSURANCE

The Contractor shall issue the Superintendent with an appropriate Home Building Compensation Fund (HBCF) Certificate if the value of the works exceeds \$20,000 inclusive of GST as required by the Home Building Act 1989. The Insurance Policy shall be unit and/or project specific for statutory period and be for the full Contract sum.

The Contractor shall provide Certificates of Currency for Workers Compensation and in regards to Public Liability Insurances coverage to the value of \$20M.

The Contractor shall arrange "Contract Works Insurance" to protect the construction from vandalism, fire and tempest for the construction period, for the minimum value of the contract works plus 10% for demolition in case of fire or tempest.

All Insurance certificates must be provided prior to the commencement of any works and shall specifically indemnify the Proprietors from any risks whatsoever arising from the works.

Special Note: If the works effected are on or near to or when machinery is required to be off loaded or driven on any Council or Public property then the Contractor must allow for contracts works insurance to cover damage to public services including all Council, Sydney Water, Electrical, Gas and telecommunication services (utility services). Contractors should engage their

Initial Here	
Builder	Owner

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insurance broker to review the scope and on-site conditions to ensure that Contractors are insured for all consequential damage to the building, roads, footpaths and all utility services during the remediation work.

3.4 WORK HEALTH AND SAFETY REQUIREMENTS

The Contractor, their Sub Contractors and any staff that are to attend site shall have completed the Work Health and Safety Induction and Training for Construction prior to commencing work on site. Induction cards must be carried on site by all employees and subcontractors.

The successful tenderer shall provide the Superintendent or the Owners of the property a copy of the Work Health & Safety Certificate at the time of providing a Safe Work Method Statement that:

- (a) describes how the work is to be carried out, and
- (b) identifies the work activities assessed as having safety risks, and
- (c) identifies the safety risks, and
- (d) describes the control measures that will be applied to the work activities.

or as set out in Part 3.1 and 3.2 of the Work Health and Safety Regulations 2012.

The Contractor shall be responsible for ensuring his staff and the tools, equipment and access materials that they are required to use are all in accordance with the above Work Health and Safety Regulation.

3.5 SITE CONDITIONS

- The Contractor shall have visited the site to familiarise themselves with all aspects of the works.
- The Contractor shall allow for a full dilapidation survey and written/photographic report of all working areas and adjoining areas which may be affected by the works as part of their site preliminaries. This report to be completed before actual works commence. The report is to be made available to the Contracts Administrator upon request.
- The Contractor shall provide adequate protection for all adjoining and adjacent building elements. Any damage sustained as a result of the Contractor or their Sub-Contractor's work shall be repaired/replaced to the Superintendents satisfaction without cost to the Client and shall be completed within the Contract period.
- It is noted that, the current balconies have been constructed without overflow provisions. Due to the design of the perimeter steel beam,

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provision of overflows as part of these remedial works have not been allowed for.

- Hours of work shall be between the hours of 7.00am to 5.00pm Monday to Friday. Work required outside of these times may be arranged with the Site Superintendent, but additional costs will not be accepted unless a written variation is sought and approved.
- The site shall be progressively cleaned of works debris on a daily basis with final clean prior to hand-over. The site must always be in the state of cleanliness that allows safe access for Occupants and Guests to their units.
- Strict adherence to all safety requirements shall be observed and all works are to be carried out in accordance with Local Government and Council requirements with emphasis on safe working conditions. (See 3.4 above).
- Personal safety equipment (PPE) and clothing is to be provided by the Contractor for all site personnel and to be utilised where required.
- Identify, locate, secure and protect all existing services within the premises.
- Prop and secure all elements that may be subject to vibration or movement from the proposed works.
- It is essential that the Contractor give due consideration to the environmental conditions within which this property exists. It will be the Contractor's responsibility to ensure, for example, galvanising to correct thicknesses, stainless steel components of the correct grade and similar issues should be adhered to.
- Appropriate separation for dissimilar materials should be allowed for to avoid any form of corrosion or cracking.
- No Contractor parking shall be allowed on site, unless approved by the Site Superintendent.
- Storage sheds if required or nominated are to be supplied by the Contractor and located as directed by Superintendent at the contractor's cost.
- No alcohol, radios, pets or inappropriate language are permitted to be used or brought on site by the Contractor and/or Sub-Contractor personnel.

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- The working area for the duration of the project is classed as a Construction zone with its inherent dangers and increased risk of injury to non-Construction personnel.

The boundaries of the Construction site zone is to be clearly identified by the Contractor by means of a written statement and appropriate signage and where possible suitable fencing or other physical barriers.

These boundaries are to be identified at the pre-start meeting.

Non Construction personnel are not permitted to enter the Construction zone under any circumstances unless invited by the Contractors site supervisor or Contracts Administrator. The Strata Building committee are not considered Construction personnel.

It will be the sole decision of the Contractor to determine when the Construction zone restrictions are/can be lifted.

3.6 CONTRACT

The Contract shall be, unless otherwise agreed: -

The Master Builders Association Residential Building Contract (BC4)

Sub-contracting of the whole of the works shall not be permitted. Specialist sub-contractors may be engaged by the main Contractor but will not replace or remove the responsibilities of the main Contractor. This Scope of Works and Specifications together with any associated drawings shall form part of the Contract.

3.7 MATERIALS

Products nominated in the Specification shall be used unless approval for substitute products is given by the Superintendent in writing. Substitute product approval shall not be unreasonably withheld if quality and performance can be assured. All products used shall be from a single source/brand and shall be used in strict accordance with Manufacturer's instructions and may be subject to the Manufacturer's inspections from time to time.

The Contractor shall supply all the necessary materials as new unopened units and shall further supply all necessary tools, equipment and access aids to allow the safe and prompt execution of the works.

3.8 COSTINGS

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It is essential that all Tenderers provide a conforming Tender by completing all of the details in the Tender Form at the end of this document with **all prices to include GST**.

No Provisional Costs shall be used in your tender submission unless already shown in the tender schedule. If the Tenderer feels that a section of works cannot be costed without the use of Provisional Costs then the Tenderer must seek permission to use same from the Consultant.

Should there be a requirement for a Variation to be raised during the works, the following criteria is to be applied by the Contractor and Contracts Administrator;

1. The Variation is to be submitted in the first Instance to the Contracts Administrator in the form of a quotation for review.
2. The quotation is to be broken down to include as a minimum, the following information;
 - Prelim costs
 - Labour Hours per trade
 - Labour costs per trade
 - Access and plant hire costs
 - Material description including quantity and costs
 - Extension of time request
 - Builders Margin
 - Quotation to include GST
3. Credit Variations are to be submitted where it is determined that all or part of works quoted is no longer required.
4. No Variations to the Contract will be considered unless submitted in writing and no works related to Variations shall be carried out unless approved in writing and as specified in the contract.
5. At the discretion of the Contracts Administrator, verbal approvals/instructions may be given where there is an urgent need to allow the continuation of works. This to be followed up as soon as possible with written confirmation of the Instruction.

3.9 WARRANTIES

All works shall comply with the Statutory Warranties as set out in the Home Building Act and these warranties are for the statutory period of time (job specific) from the date of the Contract.

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- (a) a warranty that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,
- (b) a warranty that all materials supplied by the holder or person will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new,
- (c) a warranty that the work will be carried out in accordance with and will comply with, this or any other law,
- (d) a warranty that the work will be carried out with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time,
- (e) a warranty that, if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling,
- (f) a warranty that the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the person for whom the work is carried out expressly makes known to the holder of the licence or person required to hold a licence, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the skill and judgment of the holder or person.

3.10 CONTRACT ADMINISTRATOR

If Integrated Building & Engineering Consultancy is appointed as the Contracts Administrator for the project, Integrated's role will be restricted to the exchange of the Contract between the parties, inspection of the works at progress claims, processing of progress claim payment requests and variation requests.

The Owners Corporation will appoint a construction committee that will work with the Contracts Administrator who will disseminate information between the Owners Corporation and the Contracts Administrator. No deviation from the Scope of Works is to take place unless approved by the Owners Corporation in writing.

The Contractor will allow full and free access to the Contracts Administrator at all times. If the Contractor has a secured site, then the Contractor will give access keys to the Contracts Administrator prior to securing the site.

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4 SCOPE OF WORKS AND SPECIFICATION

Preamble

- A. Please note that photos are to be provided with each progress claim unless reviewed by the Contracts Administrator on site or advised otherwise.

4.1 General Construction and Performance Requirements

- 4.1.1** The tendering contractor is to include any and all items not contained within the following scope that will be required to be supplied or fixed to achieve the completion of the works.

This should include, but not limited to, site establishment, hire of plant, scaffolding and access, hoardings, payment of relevant fees to statutory authorities (subject to the item below), protection of property, all insurances excluding Home Building Compensation Fund which is shown as a separate costing within the document.

- 4.1.2** The works are to be undertaken to the property known as 92 Buckland St, Alexandria

- 4.1.3** The works to be completed briefly include:

- Installation of drainage access panels to all timber floored balconies
- Balcony leaks
- Roof water leaks
- Leakage into mechanical air service duct
- Box gutter set with incorrect falls
- External wall leaks into common area foyer
- Ponding of water within basement escape

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- 4.1.4** All works are to be carried out in a professional and tradesman like manner. Works are to be carried out in strict accordance with the relevant manufacturer's installation instructions and data sheets, as well as the Building Code of Australia and its schedule of referenced Australian Standards. Works shall also be carried out in accordance with the Local Authorities requirements and in accordance with this Scope.
- 4.1.5** All damaged/defective materials and finishes are to be suitably removed and replaced.
- 4.1.6** Materials shall be suitably discarded in accordance with the Local Authorities Waste Management Plan.
- 4.1.7** All builders' waste and spoil shall be removed from site.
- 4.1.8** Make good all affected surfaces and finishes on completion to an acceptable standard.
- 4.1.9** All works and work areas are to be fully cleaned on completion, all is to be allowed for in your tender.
- 4.1.10** Any damage as a result of the remedial works is to be made good at the contractor's expense.
- 4.1.11** Contractors must ensure proper safety procedures are followed and all works are conducted in accordance with current legislative requirements and best industry practices. The Contractor should carry out their own audit of the site.

4.2 Preliminaries

- 4.2.1** Note: The preliminary items below are applicable to all items in this Scope of Works.
- 4.2.2** Ensure all necessary preliminaries are considered including, but not limited to, building permits, insurances, storage, site amenities, waste disposal, access requirements from Local Authority should the footpath require closure, scaffolding, materials handling etc

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- 4.2.3** Observe and implement all WHS requirements appropriate to the site and work conditions.
- 4.2.4** The Owners Corporation and or individual owners are responsible for the removal of all items of furniture, potted plants etc from the work space areas (as directed by the contractor) prior to works commencing. A failure to do so will result in a cost variation due to delays and additional works.
- 4.2.5** Protect all items and floor coverings during the works. Protect all Lot and Common Property from damage, any damage caused to the lot or common property while carrying out the works will be rectified at the contractor's cost.
- 4.2.6** Ensure the ambit of work is clean and free from any foreign matter and dispose of all debris on completion.
- 4.2.7** Allow to properly schedule the work in consultation with the unit owners and occupiers.
- 4.2.8** The site will be occupied whilst the works proceed and safe access must be maintained for the occupants at all times. Unit owners and occupiers will be advised when works are being undertaken to their specific unit. Sufficient prior warning is to be provided to unit owners and occupiers of scheduling of works to their units. If the required notice is not provided then no Liquidated damages will be accepted for delay to the works and/or no extension by the Contractor to the works by the Owners Corporation.

4.3 Access to works areas (working at height)

- 4.3.1** The provision of safe work access to the roof areas is the contractor's responsibility. Provide suitable scaffolding and/or fall protection system to fully comply with the requirements of the Work, Health and Safety regulations.
- 4.3.2** The methods of accessing the works areas shall take into consideration the need to provide the owners and visitors to the site with safe access to the units throughout the duration of the works.
- 4.3.3** A temporary barricade system is to be used in the common areas beneath works areas/scaffolding so as to prevent pedestrian access to these areas during the course of the works.

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4.3.4 All works to be undertaken in accordance with:

- Managing the risk of falls at workplaces Code of Practice (Issued by SafeWork NSW)
- Construction work Code of Practice (Issued by SafeWork NSW)

All work shall meet SafeWork NSW requirements for safe working practices.

5. REMEDIAL WORKS PREAMBLE:

- 5.1** The remedial works are restricted to specific items as identified by Integrated and agreed to be rectified by the Owners Corporation. This scope should not be considered as addressing all building defects and maintenance issues within the complex.
- 5.2** Whilst under this section there is a descriptive specification of the works to be undertaken as well as detailing individual types of repairs we would refer the tenderers to section 8 and advise that all works as detailed under section 6, 7 and 8 are to be included in the tender.
- 5.3** It must be understood that the residents will remain in occupation whilst all works proceed, absolute caution must be constantly applied to ensure that the residents are kept apprised of the works proceeding and that they are restricted from entering the work zone. Any scaffolding required to be erected must be boarded up to a height of 2.4m to prevent any access of climbing of the scaffolding both for safety and security reasons. This must be allowed for in the tender.
- 5.4** Unless specified otherwise within this Scope of works, all remedial works are to be carried out in accordance with the following standard specifications.

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6. GENERAL DEMOLITION NOTES

- 6.1 All demolition works are to be carried out in accordance with the provisions of AS 2601-2001 "The Demolition of Structures".
- 6.2 The demolition is to be carried out with due care to prevent any damage to existing adjoining finishes such as brickwork, rendered wall finish, door sills etc.
- 6.3 Due to the spread of the work areas and design of the development, external access to works areas is unable to be accommodated and therefore all materials (demolition and new) will have to be transported to the works areas via the lift and or fire escape and through the individual units.
- 6.4 Arrangements must be made for a suitable collection point on site where a skip bin can be placed. The location of the skip bin is to be determined by the Owners Corporation and the Contract Superintendent. Where possible the demolition is to be carried out by hand or by using lightweight electric powered machinery such as a Kango (demolition hammer) and angle grinders. No pneumatic machinery is allowed.
- 6.5 Dust and where possible, noise suppression techniques are to be employed during demolition to reduce any potential nuisances to surrounding properties.
- 6.6 All demolition material shall be disposed of in accordance with the approved waste management guidelines of the local approval authority. The tracking of cement dust, mortar and tile particles from the site shall not occur during demolition.
- 6.7 At the completion of each day's work, any openings are to be fully secured and covered to prevent water ingress and bird entry and to maintain the integrity, safety and security of the building and occupants.

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7. SPECIFICATION

Quantities Generally – The quantity allowance determination is the responsibility of the Contractor to enable the provision of a corresponding lump sum price. Integrated Building & Engineering Consultancy has provided quantities as a guide only, no variation request will be accepted in relation to quantities except for latent conditions (works that could not be reasonably identified at the time of Tendering). As such the Contractor will have the opportunity of revisiting the site to check measure if requested. Where provisional quantities are provided this is the minimal quantity that must be allowed for in the lump sum price and a rate is to be provided for Extra-over works to this minimal provisional quantity. Where provisional sum allowances are provided the Contractor must allow for this sum in their Tender price with the extent of works to be clarified and priced as a variation against the provisional sum during the works, which will require justification and approval.

Manufacturer / Supplier Specification and Recommendations – Prior to commencement of any works a Contractor is always required to contact the manufacturer Technical Representative to inspect the site and confirm the waterproofing / sealants / paints & coating systems recommended. The Manufacturer Representative will provide the required specification documentation, technical data sheets, methods and advice required to ensure that the Manufacturer's Warranty can and must be gained. The Contractor will also be required to provide an applicators warranty in accordance with statutory warranties.

Primers & Substrate Preparation – All necessary substrate preparation shall be carried out in accordance with the manufacturer's recommendations for each of the specified paint coatings, waterproofing membranes, sealants, and construction products inclusive of concrete repair mortars, renders, bonding agents, plasters, skim coats etc. This includes the use of the compatible primer in each instance. The primers must be applied with adequate drying and tack time to ensure the overlaying products are well bonded to the substrate in accordance with the manufacturer's requirements.

General Painting Notes:

- All works are to be performed in strict accordance with the manufacturer's recommendations (Technical Data Sheets, Application Guides etc.)
- All painting is to be carried out in strict accordance with AS 2311-2017 "Painting of buildings".

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- All areas in the vicinity of the painted areas shall be protected by drop sheets or masking. Ensure all surfaces to be painted are free from any dust, loose particles or contaminants.
- Remove all loose and flaking paint by sanding, scraping or other appropriate means so that a clean smooth dry surface remains.
- Prime all bare substrates with an approved primer that is compatible with the finish coats.
- Fill all cracks, holes and other imperfections with Dulux Acra Tex 500/1 Acra Patch Fine or Builders Bog and sand smooth.
- Install elastomeric fillet seals to all joint interfaces where necessary for repair, movement, or weatherproofing.
- To bare / failed surfaces apply an undercoat primer of the nominated Dulux coating above in accordance with the manufacturer's specifications ensuring that no brush or roller marks are evident after drying.
- Apply two (2) coats of the nominated Dulux coating above in accordance with the manufacturer's specifications. Allow a minimum of 2 hours drying time between coats.
- Suitable preparation works shall be carried out between successive coats in accordance with the manufacturer's instructions and data sheets.
- Each coat of paint shall be uniform in colour, gloss, and texture and free from runs, sags, blisters or other discontinuities/irregularities. Temperature and curing times as specified by the manufacturer shall also be adhered to.
- All paint shall be delivered in sealed cans and of one single brand as specified.
- On completion of the works clean all paint spots and remove all debris leaving the work areas and adjoining surfaces clean and ready for hand back to the unit occupants.

Special Note - Prior to commencement of any external painted coatings a Contractor is always required to contact a Manufacturer Technical Representative to inspect the site and confirm the coating system recommended. The Representative will provide the required documentation and advice of the inspection schedule required to ensure the Manufacturer's Warranty can and must be gained. The Contractor will also be required to provide an applicators warranty.

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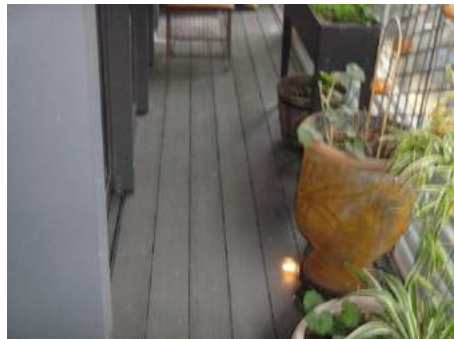
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8. SCOPE OF WORKS

Item No	Item Description	Remedial Works Required	Photograph if Necessary or Applicable
SOLE OCCUPANCY UNITS			
Items Considered to be frequent			
1.	<p>Description:- The balcony areas (levels 1 and up) have been constructed with a timber decking board finish laid over battens which sit on to a concrete suspended slab.</p> <p>As the balcony areas are subject to wind driven rain, the concealed concrete slabs would have to be fitted with surface water drainage provisions, however there is no access hatched provided within the timber decking boards to enable for the servicing of the drainage points.</p> <p>The servicing requirements are important due to the close proximity of large trees which have a high blossom content.</p> <p>The blossom and other debris from the balcony could have the effect of blocking the drainage provisions leading to ponding of water to the area under the decking boards.</p> <p>This ponding could result in internal water entry as well as premature failure of the decking boards and timber support battens due to moisture induced timber decay.</p>	<p>Allow to:-</p> <ul style="list-style-type: none"> Allow to remove up to 6 full length decking boards for each balcony area in order to identify the position of the existing surface water drainage points Re-fix the removed decking boards back into their original position Allow to cut across the line of 3 individual decking boards (noting their original position) to create a square sized opening directly over the top of each drainage point Supply and install suitable treated pine support battens (minimum 75mm x 50mm) that are fixed into the adjoining joists so as to provide full support for the cut ends of the decking boards. The new support battens are to extend past the ends/sides of the decking boards surrounding the new access opening by 20mm so as to provide adequate support for the access hatch lid. Fix the cut sections of the 3 individual decking boards together using the same treated pine support battens ensuring the boards are kept within their original positions and spacings The positioning of the new support battens are to marry in with the battens installed around the new access hole so that when the access hatch is dropped into position the decking boards of the hatch will line up with the existing decking boards All new fixings for the decking boards into the support battens are to be pre-drilled to prevent splitting and use the same style mechanical fixings as original Allow to supply and a single external grade flush fitted brass pull ring for each access hatch for ease of removal. The brass pull ring is to be similar to the one shown below 	 


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Item No	Item Description	Remedial Works Required	Photograph if Necessary or Applicable
		<ul style="list-style-type: none"> Allow to stain each of the new support battens using an external decking oil equal to Cabot's in order to ensure the new timbers are an approximate colour match to the original decking boards Make good any original surface finish affected by the original defect/item of maintenance and or the remedial works Clean up on completion <p>Note, the above scope allows for the provision of two access hatches per balcony</p>  <p>Example of brass flush pull ring</p>	  <p>Decking boards with no service access provisions to the surface water drainage points</p>

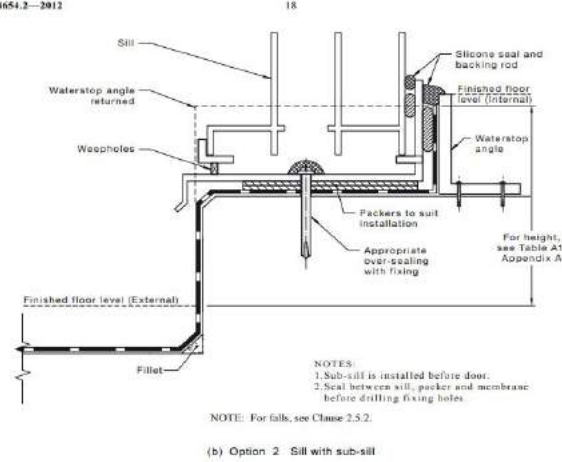


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Item No	Item Description	Remedial Works Required	Photograph if Necessary or Applicable
Unit G01			
2.	<p>Description;- Water damage in the form of efflorescence, staining and paint delamination is observed to the balcony area fibrous cement soffit linings.</p> <p>This is observed to both the eastern and western areas of the soffit and when tested with a moisture meter is was observed that the damage to the western end was still reading just over 80 whereas the datum reading of an undamaged area was 30.</p> <p>This would indicate that the leak is still active.</p> <p>I was instructed by the occupant that previously unit 101 above had a situation where a hose pipe burst and flooded the balcony area of that unit to which is currently the subject of an insurance claim.</p>	<p>Allow to;- Works within unit 101</p> <ul style="list-style-type: none"> Demolish and remove the timber decking boards, and support timbers. Dispose of all waste. Prepare the underlying floor substrates and wall upturns for waterproofing by floor scraper / grinder to remove all remnants of the existing membrane systems including adhesives and sealants. Mechanically grind the exposed concrete substrates edge to edge to a depth of approximately 2mm maximum in preparation for waterproofing. Inclusive of all masonry / concrete perimeter downturns, upturns, hobs, and slab ends (where applicable). Remove all high spots and variance in levels within the concrete slab surfaces by mechanical grinding under instruction from the Engineer / Contracts Administrator. Surfaces must be uniform prior to waterproofing application. Ensure that the exposed concrete slab surfaces are clean and sound, free of dust, loose particles, cement laitance, grease, rust, mortar dropping etc. Expose and detail all existing construction joints / slab movement joints / slab cracking in strict accordance with the manufacturer's recommendations and specifications. Remove all existing sealants and fillers. Grind the joints to a minimum of 5mm depth x 5mm width to form a V-groove. Detail the joints using membrane compatible sealants such as Ardex RA040 and woven membrane bandages such as Ardex STB Tape. Grind and prepare a minimum 10mm deep saw cut into the perimeter balustrade walls and building walls at a horizontal line that is set at approx. 20mm below the surface finish level of the timber decking board. for waterproofing termination detailing. The membrane shall extend into and over the termination with compatible sealant applied into the groove. Remove the balcony door suites and set aside for reuse. Fill any defects and indentations in the floor slab and wall upturn interfaces including skimming of the door hob interfaces using a suitable repair mortar such as Ardex A46. 	


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Item No	Item Description	Remedial Works Required	Photograph if Necessary or Applicable
		<ul style="list-style-type: none"> Install a series of 40mm x 40mm x 3mm water stop termination angles to the inside edge of the door hob in accordance with AS4654.2 including returns at the reveals (across the wall cavities). The water stops shall be sealed to the hob and secured using sealed stainless expansion fixings. The detailing shall suit AS 4654.2-2012 Section 2.8 Termination of Membranes; Figure 2.8 / Option 2 as provided below. <p style="text-align: center;">AS 4654.2—2012 18</p>  <p style="text-align: center;">(b) Option 2 Sill with sub-sill</p> <p style="text-align: center;">FIGURE 2.8 (in part) TYPICAL DETAILS OF MEMBRANE TERMINATION AT EXTERNAL OPENING DOORS</p> <ul style="list-style-type: none"> Apply the nominated waterproofing membrane system to the internal hob and lap over the water stop angles and down the front face of the hobs onto the floor slab. Install a custom formed subsill flashing to provide protection to the membrane such as Wakaflex and extend up onto the water stop angles and down onto the slab. Reinstate the balcony door assembly flush against the internal water stop angles and seal internally using a bead of colour matched silicone sealant. Note: All door fixings shall be stainless steel. Fixings shall not penetrate the membrane. 	 <p style="text-align: center;">Areas of water damage to the balcony soffit</p> 

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Item No	Item Description	Remedial Works Required	Photograph if Necessary or Applicable
		<ul style="list-style-type: none"> Seal the internal perimeter of the door suite to the existing reveal interfaces using a colour matched flexible acrylic filler such as Selleys No More Gaps. Install a series of 50mm x 50mm x 3mm aluminium angles to all free draining edges of the slab in order to contain the floor screed. The angles shall be secured to the slab using a membrane compatible sealant such as Ardex RA040 and stainless steel expansion fixings. Install sealed puddle flanges or membrane compatible collars to floor wastes and drainage points. The puddle flanges shall be recessed into the slab to ensure free drainage of water below screed. Prepare, prime, and seal all slab perimeters and all floor to wall interface junctions (including hobs) edge to edge using a thick 16mm sealant bead with minimum 8mm adhesion to each surface either side of joint. The sealant is to be a membrane compatible neutral cure silicone sealant such as Ardex ST applied in accordance with the manufacturer's recommendations and joint design specifications. Apply the nominated waterproofing membrane systems in strict accordance with the manufacturer's recommendations and specifications outlined within this document: <ul style="list-style-type: none"> Ardex WPM300 Hydrepoxy x2 Coats Ardex WPM002 Superflex Balcony x2 Coats The membrane is to extend 150mm (minimum) up adjoining building walls, balustrade / planter walls, door reveals, and hobs. The membrane is to extend 100mm (minimum) down into all drainage locations and downturn the entire face of the exposed slab edge with return to the soffit drip groove (where applicable). Allow to make good and seal all drainage locations and slab penetrations as required. Where required, allow to form hobs at service penetration locations Fold up the cavity flashing and ensure the membrane extends up to the cavity flashing line (fold down and seal flashing to membrane on completion of works). Supply and install new Class 1 durability timber framing to the balcony area ensuring the timbers are supported up off the membrane (to allow for water and air circulation) via adjustable PVC mounts All fixings for the timber framing are to be galvanised 	 <p>Moisture meter readings of the soffit, datum (non-damaged area) reading of 30 and western damaged area reading of 80</p>

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		<ul style="list-style-type: none"> Supply and install new pencil round edged HWD decking boards to match the original for species, dimensional size, finished height and mechanical fixings Ensure the new decking boards are detailed with the required access hatches (as per item 1 above) to allow for servicing of the drainage points Coat the decking boards with an oil based decking finish equal to Cabot's <p>Works within unit G-01</p> <ul style="list-style-type: none"> To the water damaged balcony soffit allow to lightly sand and remove any evidence of loose and or delaminated paint Where required allow to fill any areas of damaged setting with an approved external setting compound, sand smooth and leave ready for painting Prepare and paint the affected areas from shadow line to shadow line using Dulux Weathershield in a colour and sheen to match the existing with 1st coat being One Step acrylic primer and the 2nd and 3rd coats being Weathershield All works are to be performed in strict accordance with the manufacturer's recommendations (Technical Data Sheets, Application Guides etc.) All painting is to be carried out in strict accordance with AS 2311-2017 "Painting of buildings". All areas in the vicinity of the painted areas shall be protected by drop sheets and masking. Ensure all surfaces to be painted are free from any dust, loose particles or contaminants. Remove all loose and flaking paint by sanding, scraping or other appropriate means so that a clean smooth dry surface remains. Prime all bare substrates with an approved primer that is compatible with the finish coats. Fill all cracks, holes and other imperfections to the soffit using a specific external grade flexible FC jointing compound and sand smooth. Install elastomeric fillet seals to all joint interfaces where necessary for repair, movement, or weatherproofing. 	



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		<ul style="list-style-type: none"> To bare / failed surfaces apply an undercoat primer of the nominated coating above in accordance with the manufacturer's specifications ensuring that no brush or roller marks are evident after drying. Apply two (2) coats of the nominated coating above in accordance with the manufacturer's specifications. Allow a minimum of 2 hours drying time between coats. Suitable preparation works shall be carried out between successive coats in accordance with the manufacturer's instructions and data sheets. Each coat of paint shall be uniform in colour, gloss, and texture and free from runs, sags, blisters or other discontinuities/irregularities. Temperature and curing times as specified by the manufacturer shall also be adhered to. All paint shall be delivered in sealed cans and of one single brand as specified. On completion of the works clean all paint spots and remove all debris leaving the work areas and adjoining surfaces clean and ready for hand back to the unit occupants. All area subject to painting will be carried out on a shadow line to shadow line basis, patch painting will not be accepted <p>Works within both units 101 & G-01</p> <ul style="list-style-type: none"> Make good any original surface finish affected by the original defect/item of maintenance and or the remedial works Clean up on completion 	



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Unit 201			
3.	<p>Description:- Slight water staining is observed to the bottom face of the horizontal service duct positioned at the ceiling to wall junction along the eastern side of the S/E corner bedroom.</p> <p>The duct is servicing the kitchen area rangehood and exits out the southern elevation wall via a wall mounted louver.</p> <p>At the time of the inspection the area of staining and remainder of the duct were checked with a moisture meter, however the readings obtained were all uniform dry range.</p> <p>The positioning of the staining has it approx. 1200mm in from the southern elevation external wall of the bedroom from where the duct discharges.</p>	<p>Allow to:-</p> <ul style="list-style-type: none"> Provisional allowance of \$5000.00 to carry out the following:- Cut an access hole into the underside of the horizontal service duct at the area of the current staining/damage in order to expose the concealed exhaust air ducting Carry out all necessary investigations in order to determine the cause/source of the staining be it;- <ul style="list-style-type: none"> (a) Condensation leaks from the exhaust air ducting (b) Leakage from the external exhaust air discharge grill Carry out all works necessary (either to the ducting and or at the external exhaust grill) in order to permanently rectify the leakage, test and confirm Supply and install a new replacement section of plasterboard ceiling sheeting to fill the access hole Reinforce all joint lines with self-adhesive fiberglass tape prior to applying the setting compound Apply the setting compound in two stages (base coat and then Ultra top) with the final coat extending for a width of minimum 200mm either side of the joint line in order to prevent the patch from being visible Sand the area of repair using a block style sander in order to achieve a level 4 finish Prepare and paint the affected areas from shadow line to shadow line using Dulux Wash & Wear in a colour and sheen to match the existing with 1st coat being One Step acrylic primer and the 2nd and 3rd coats being Wash & Wear All works are to be performed in strict accordance with the manufacturer's recommendations (Technical Data Sheets, Application Guides etc.) All painting is to be carried out in strict accordance with AS 2311-2017 "Painting of buildings". All areas in the vicinity of the painted areas shall be protected by drop sheets and masking. Ensure all surfaces to be painted are free from any dust, loose particles or contaminants. 	 


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		<ul style="list-style-type: none"> Remove all loose and flaking paint by sanding, scraping or other appropriate means so that a clean smooth dry surface remains. Prime all bare substrates with an approved primer that is compatible with the finish coats. Fill all cracks, holes and other imperfections with Gyprock Ultra Top and sand smooth. Install elastomeric fillet seals to all joint interfaces where necessary for repair, movement, or weatherproofing. To bare / failed surfaces apply an undercoat primer of the nominated coating above in accordance with the manufacturer's specifications ensuring that no brush or roller marks are evident after drying. Apply two (2) coats of the nominated coating above in accordance with the manufacturer's specifications. Allow a minimum of 2 hours drying time between coats. Suitable preparation works shall be carried out between successive coats in accordance with the manufacturer's instructions and data sheets. Each coat of paint shall be uniform in colour, gloss, and texture and free from runs, sags, blisters or other discontinuities/irregularities. Temperature and curing times as specified by the manufacturer shall also be adhered to. All paint shall be delivered in sealed cans and of one single brand as specified. On completion of the works clean all paint spots and remove all debris leaving the work areas and adjoining surfaces clean and ready for hand back to the unit occupants. All area subject to painting will be carried out on a shadow line to shadow line basis, patch painting will not be accepted Make good any original surface finish affected by the original defect/item of maintenance and or the remedial works Clean up on completion 	 <p>Slight water staining to the bedroom service duct plasterboard</p>  <p>Exhaust air grill positioned to the southern elevation external wall</p>

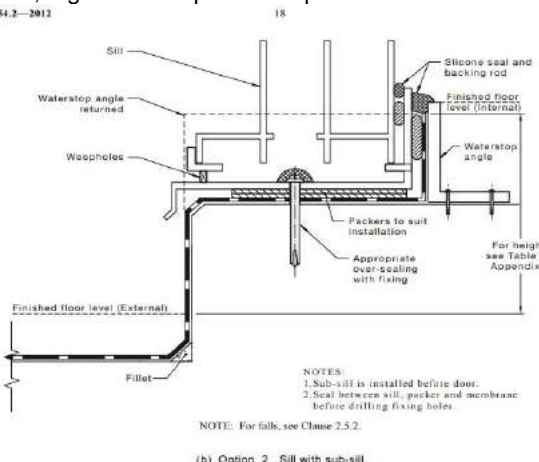

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Unit 202			
4.	<p>Description:- I am instructed by the unit occupants that in times of heavy and/or prolonged rain they get water dripping down from the soffit of the balcony area over the eastern side.</p> <p>Water staining and delamination of the painted finish was visible along the majority of the set joint lines to the fibrous cement soffit sheets.</p> <p>The damage was limited to the eastern side area of the balcony and did not extend around to the northern.</p> <p>At the time of the inspection the moisture meter readings taken from the soffit showed uniform dry range readings.</p> <p>The unit occupant confirmed the rains recently have not been sufficient to make the leak active which has given time for the ceiling sheets to dry as opposed to remedial repairs having been carried out.</p> <p>The positioning of the leakage has it directly under the balcony area of unit 301 above.</p> <p>Note, during my inspection of 301, I was unable to see evidence of a waterproof membrane when trying to look down between the decking boards.</p>	<p>Allow to:- Works within unit 302</p> <ul style="list-style-type: none"> Demolish and remove the timber decking boards, and support timbers. Dispose of all waste. Prepare the underlying floor substrates and wall upturns for waterproofing by floor scraper / grinder to remove all remnants of the existing membrane systems including adhesives and sealants. Mechanically grind the exposed concrete substrates edge to edge to a depth of approximately 2mm maximum in preparation for waterproofing. Inclusive of all masonry / concrete perimeter downturns, upturns, hobs, and slab ends (where applicable). Remove all high spots and variance in levels within the concrete slab surfaces by mechanical grinding under instruction from the Engineer / Contracts Administrator. Surfaces must be uniform prior to waterproofing application. Ensure that the exposed concrete slab surfaces are clean and sound, free of dust, loose particles, cement laitance, grease, rust, mortar dropping etc. Expose and detail all existing construction joints / slab movement joints / slab cracking in strict accordance with the manufacturer's recommendations and specifications. Remove all existing sealants and fillers. Grind the joints to a minimum of 5mm depth x 5mm width to form a V-groove. Detail the joints using membrane compatible sealants such as Ardex RA040 and woven membrane bandages such as Ardex STB Tape. Grind and prepare a minimum 10mm deep saw cut into the perimeter balustrade walls and building walls at a horizontal line that is set at approx. 20mm below the surface finish level of the timber decking board. for waterproofing termination detailing. The membrane shall extend into and over the termination with compatible sealant applied into the groove. Remove the balcony door suites and set aside for reuse. Fill any defects and indentations in the floor slab and wall upturn interfaces including skimming of the door hob interfaces using a suitable repair mortar such as Ardex A46. 	


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		<ul style="list-style-type: none"> Install a series of 40mm x 40mm x 3mm water stop termination angles to the inside edge of the door hob in accordance with AS4654.2 including returns at the reveals (across the wall cavities). The water stops shall be sealed to the hob and secured using sealed stainless expansion fixings. The detailing shall suit AS 4654.2-2012 Section 2.8 Termination of Membranes; Figure 2.8 / Option 2 as provided below. <p>AS 4654.2—2012</p>  <p>FIGURE 2.8 (in part) TYPICAL DETAILS OF MEMBRANE TERMINATION AT EXTERNAL OPENING DOORS</p> <ul style="list-style-type: none"> Apply the nominated waterproofing membrane system to the internal hob and lap over the water stop angles and down the front face of the hobs onto the floor slab. Install a custom formed subsill flashing to provide protection to the membrane such as Wakaflex and extend up onto the water stop angles and down onto the slab. Reinstate the balcony door assembly flush against the internal water stop angles and seal internally using a bead of colour matched silicone sealant. Note: All door fixings shall be stainless steel. Fixings shall not penetrate the membrane. 	 <p>Water induced damage to the eastern side of the balcony soffit</p>

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		<ul style="list-style-type: none"> Seal the internal perimeter of the door suite to the existing reveal interfaces using a colour matched flexible acrylic filler such as Selleys No More Gaps. Install a series of 50mm x 50mm x 3mm aluminium angles to all free draining edges of the slab in order to contain the floor screed. The angles shall be secured to the slab using a membrane compatible sealant such as Ardex RA040 and stainless steel expansion fixings. Install sealed puddle flanges or membrane compatible collars to floor wastes and drainage points. The puddle flanges shall be recessed into the slab to ensure free drainage of water below screed. Prepare, prime, and seal all slab perimeters and all floor to wall interface junctions (including hobs) edge to edge using a thick 16mm sealant bead with minimum 8mm adhesion to each surface either side of joint. The sealant is to be a membrane compatible neutral cure silicone sealant such as Ardex ST applied in accordance with the manufacturer's recommendations and joint design specifications. Apply the nominated waterproofing membrane systems in strict accordance with the manufacturer's recommendations and specifications outlined within this document: <ul style="list-style-type: none"> Ardex WPM300 Hydrepoxy x2 Coats Ardex WPM002 Superflex Balcony x2 Coats The membrane is to extend 150mm (minimum) up adjoining building walls, balustrade / planter walls, door reveals, and hobs. The membrane is to extend 100mm (minimum) down into all drainage locations and downturn the entire face of the exposed slab edge with return to the soffit drip groove (where applicable). Allow to make good and seal all drainage locations and slab penetrations as required. Where required, allow to form hobs at service penetration locations Fold up the cavity flashing and ensure the membrane extends up to the cavity flashing line (fold down and seal flashing to membrane on completion of works). Supply and install new Class 1 durability timber framing to the balcony area ensuring the timbers are supported up off the membrane (to allow for water and air circulation) via adjustable PVC mounts All fixings for the timber framing are to be galvanised 	 <p>Inspection to unit 302 and attempting to view the membrane used on the balcony slab</p>

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		<ul style="list-style-type: none"> Supply and install new pencil round edged HWD decking boards to match the original for species, dimensional size, finished height and mechanical fixings Ensure the new decking boards are detailed with the required access hatches (as per item 1 above) to allow for servicing of the drainage points Coat the decking boards with an oil based decking finish equal to Cabot's <p>Works within unit 202</p> <ul style="list-style-type: none"> To the water damaged balcony soffit allow to lightly sand and remove any evidence of loose and or delaminated paint Where required allow to fill any areas of damaged setting with an approved external setting compound, sand smooth and leave ready for painting Prepare and paint the affected areas from shadow line to shadow line using Dulux Weathershield in a colour and sheen to match the existing with 1st coat being One Step acrylic primer and the 2nd and 3rd coats being Weathershield All works are to be performed in strict accordance with the manufacturer's recommendations (Technical Data Sheets, Application Guides etc.) All painting is to be carried out in strict accordance with AS 2311-2017 "Painting of buildings". All areas in the vicinity of the painted areas shall be protected by drop sheets and masking. Ensure all surfaces to be painted are free from any dust, loose particles or contaminants. Remove all loose and flaking paint by sanding, scraping or other appropriate means so that a clean smooth dry surface remains. Prime all bare substrates with an approved primer that is compatible with the finish coats. Fill all cracks, holes and other imperfections to the soffit using a specific external grade flexible FC jointing compound and sand smooth. Install elastomeric fillet seals to all joint interfaces where necessary for repair, movement, or weatherproofing. 	



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		<ul style="list-style-type: none"> To bare / failed surfaces apply an undercoat primer of the nominated coating above in accordance with the manufacturer's specifications ensuring that no brush or roller marks are evident after drying. Apply two (2) coats of the nominated coating above in accordance with the manufacturer's specifications. Allow a minimum of 2 hours drying time between coats. Suitable preparation works shall be carried out between successive coats in accordance with the manufacturer's instructions and data sheets. Each coat of paint shall be uniform in colour, gloss, and texture and free from runs, sags, blisters or other discontinuities/irregularities. Temperature and curing times as specified by the manufacturer shall also be adhered to. All paint shall be delivered in sealed cans and of one single brand as specified. On completion of the works clean all paint spots and remove all debris leaving the work areas and adjoining surfaces clean and ready for hand back to the unit occupants. All area subject to painting will be carried out on a shadow line to shadow line basis, patch painting will not be accepted <p>Works within both units 302 & 202</p> <ul style="list-style-type: none"> Make good any original surface finish affected by the original defect/item of maintenance and or the remedial works Clean up on completion 	

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Unit 302			
5.	<p>Description:- I was instructed by the unit occupant that during rain periods she will get water leaking down into the ceiling of the entry/hall area.</p> <p>Previous attempts have been made to rectify the leak, however it is still occurring and as a result she has placed a container within the ceiling to mitigate the potential loss.</p> <p>Access to the ceiling cavity was made via an access hatch positioned on the western side of the kitchen and water markings were observed. running down the side of a concrete slab which protrudes down through the roof sheeting.</p> <p>Directly below these water marks was a large cooking pot.</p> <p>The on roof inspection confirmed the concrete slab and area of the leak is the outside N/E corner area of the roof top mechanical air and AC compressor enclosure.</p> <p>A soaker flashing has been sealant sealed up to the concrete wall of the enclosure and fresh sealant is observed to have been installed at the junction of the soaker flashing and roof sheets.</p>	<p>Allow to:-</p> <ul style="list-style-type: none"> Provisional allowance of \$40000.00 to carry out the following:- Carry out all necessary investigations in order to determine the cause/source of the staining be it:- <ul style="list-style-type: none"> (a) <i>Junction between the roof top AC enclosure concrete wall and the Colorbond soaker flashing has not been adequately sealed</i> (b) <i>The ends of the roof sheets where they but up against the roof top AC enclosure may not have been adequately turned up thus allowing for wind driven rain to leak over the rear of the sheet and into the ceiling cavity</i> (c) <i>The waterproof membrane within the AC enclosure may not be fully monolithic and allowing water to come into contact with the concrete and to then soak through fissure cracks via capillary action and into the ceiling cavity</i> Carry out all works necessary in order to permanently rectify the leakage, test and confirm Prepare and paint the affected ceiling areas from shadow line to shadow line using Dulux Wash & Wear in a colour and sheen to match the existing with 1st coat being One Step acrylic primer and the 2nd and 3rd coats being Wash & Wear All works are to be performed in strict accordance with the manufacturer's recommendations (Technical Data Sheets, Application Guides etc.) All painting is to be carried out in strict accordance with AS 2311-2017 "Painting of buildings". All areas in the vicinity of the painted areas shall be protected by drop sheets and masking. Ensure all surfaces to be painted are free from any dust, loose particles or contaminants. Remove all loose and flaking paint by sanding, scraping or other appropriate means so that a clean smooth dry surface remains. Prime all bare substrates with an approved primer that is compatible with the finish coats. Fill all cracks, holes and other imperfections with Gyprock Ultra Top and sand smooth to achieve a level 4 finish. 	 <p>Previous repairs carried out to the entry/hall ceiling</p> 

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		<ul style="list-style-type: none"> • Install elastomeric fillet seals to all joint interfaces where necessary for repair, movement, or weatherproofing. • To bare / failed surfaces apply an undercoat primer of the nominated coating above in accordance with the manufacturer's specifications ensuring that no brush or roller marks are evident after drying. • Apply two (2) coats of the nominated coating above in accordance with the manufacturer's specifications. Allow a minimum of 2 hours drying time between coats. • Suitable preparation works shall be carried out between successive coats in accordance with the manufacturer's instructions and data sheets. • Each coat of paint shall be uniform in colour, gloss, and texture and free from runs, sags, blisters or other discontinuities/irregularities. Temperature and curing times as specified by the manufacturer shall also be adhered to. • All paint shall be delivered in sealed cans and of one single brand as specified. • On completion of the works clean all paint spots and remove all debris leaving the work areas and adjoining surfaces clean and ready for hand back to the unit occupants. • All area subject to painting will be carried out on a shadow line to shadow line basis, patch painting will not be accepted • Make good any original surface finish affected by the original defect/item of maintenance and or the remedial works • Clean up on completion 	 <p>Area from where water is dripping down the edge of the concrete slab as evidenced by the staining</p>  <p>Pot installed within ceiling cavity by unit occupant in an attempt to mitigate the loss</p>



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			<div></div> <p>Area of roof top AC enclosure from where leak appears to be originating from, note new white silicone</p>



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			 <p>Area inside of the enclosure which may also be a potential source of the membrane has been breached</p>
6.	<p>Description:- I am instructed by the unit occupant that in periods of rain she experiences water leakage from the eastern end of the kitchen ceiling.</p> <p>Presently a section of the ceiling has been cut out and removed along with the plaster setting to the central section eastern elevation wall.</p> <p>When viewing through the cut access hole it was observed that a sump and drainage pipe for an east/west direction roof top box gutter was in position over the leak site.</p>	<p>Allow to:-</p> <ul style="list-style-type: none"> The original source/cause of the leak will be addressed as part of the remedial repairs required for item 8 below Supply and install a new replacement section of plasterboard ceiling sheeting to fill the access hole Reinforce all joint lines with self-adhesive fiberglass tape prior to applying the setting compound Apply the setting compound in two stages (base coat and then Ultra top) with the final coat extending for a width of minimum 200mm either side of the joint line in order to prevent the patch from being visible Sand the area of repair using a block style sander in order to achieve a level 4 finish Prepare and paint the affected areas (wall and ceiling) from shadow line to shadow line using Dulux Wash & Wear in a colour and sheen to match the existing with 1st coat being One Step acrylic primer and the 2nd and 3rd coats being Wash & Wear All works are to be performed in strict accordance with the manufacturer's recommendations (Technical Data Sheets, Application Guides etc.) 	



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		<ul style="list-style-type: none"> • All painting is to be carried out in strict accordance with AS 2311-2017 "Painting of buildings". • All areas in the vicinity of the painted areas shall be protected by drop sheets and masking. Ensure all surfaces to be painted are free from any dust, loose particles or contaminants. • Remove all loose and flaking paint by sanding, scraping or other appropriate means so that a clean smooth dry surface remains. • Prime all bare substrates with an approved primer that is compatible with the finish coats. • Fill all cracks, holes and other imperfections with Gyprock Ultra Top and sand smooth. • Install elastomeric fillet seals to all joint interfaces where necessary for repair, movement, or weatherproofing. • To bare / failed surfaces apply an undercoat primer of the nominated coating above in accordance with the manufacturer's specifications ensuring that no brush or roller marks are evident after drying. • Apply two (2) coats of the nominated coating above in accordance with the manufacturer's specifications. Allow a minimum of 2 hours drying time between coats. • Suitable preparation works shall be carried out between successive coats in accordance with the manufacturer's instructions and data sheets. • Each coat of paint shall be uniform in colour, gloss, and texture and free from runs, sags, blisters or other discontinuities/irregularities. Temperature and curing times as specified by the manufacturer shall also be adhered to. • All paint shall be delivered in sealed cans and of one single brand as specified. • On completion of the works clean all paint spots and remove all debris leaving the work areas and adjoining surfaces clean and ready for hand back to the unit occupants. • All area subject to painting will be carried out on a shadow line to shadow line basis, patch painting will not be accepted • Make good any original surface finish affected by the original defect/item of maintenance and or the remedial works 	 <p>Hole cut into kitchen ceiling and removed area of plaster set as a result of the roof water leak</p>  <p>View into access hole showing the water marks to the insulation wrapping is under the edge of the box gutter sump and not the drainage outlet</p>


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		<ul style="list-style-type: none">Clean up on completion	<div><p>Roof top box gutter and sump that is positioned over the kitchen leak site</p></div>



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			 <p>Edges of the box gutter projection into the sump are not turned down and no evidence of sealant at junction of sump and box gutter</p>
7.	<p>Description:- I am instructed by the unit occupant that during rain periods she experiences water running down the eastern elevation wall sheets outside of the kitchen as well as water dripping from the barge down on top of an orange floor section outside the line of the balcony balustrade causing some damage to the painted finish.</p> <p>Slight water marks are observed to the soffit area and adjoining wall sheets directly outside of the kitchen and in line with the central box gutter.</p>	<p>Allow to:-</p> <ul style="list-style-type: none"> • Clean and prepare the existing sealant filled junction joint between the north and south side barge capping sections along the eastern elevation. Allow to clean with a suitable white spirit or methylated spirits to remove the existing contaminants from both the sealant and the surrounding barge capping • Apply double thickness tape running perpendicular across the width of the capping positioned a minimum of 25mm either side of the junction line (or 5mm past the line of the existing sealant • Allow to seal over the junction line using a colour matched Sika façade 250 • Using a specifically folded section of straight edged metal smooth down the sealant to achieve a depth of approx. 1mm over the top of the existing sealant • Remove the tape prior to the sealant forming a skin • Mark out and apply a bead of colour matched Sikaflex façade parallel with the outside face of the capping and extending a minimum of 100mm 	



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		<p>either side of the freshly sealed junction between the north and south sections</p> <ul style="list-style-type: none"> The bead is to be positioned approx. 10mm in from the eastern elevation outside edge of the capping and is to be approx. 10mm x 10mm so that it will prevent water at the base of the capping from flowing out over the eastern edge and be directed in towards and into the box gutter To the water damaged horizontal orange painted section (outside of 302) allow to lightly sand and remove any evidence of loose and or delaminated paint Where required allow to fill any areas to damages setting with an approved external setting compound, sand smooth and leave ready for painting Prepare and paint the affected areas from shadow line to shadow line using Dulux Weathershield in a colour and sheen to match the existing with 1st coat being One Step acrylic primer and the 2nd and 3rd coats being Weathershield All works are to be performed in strict accordance with the manufacturer's recommendations (Technical Data Sheets, Application Guides etc.) All painting is to be carried out in strict accordance with AS 2311-2017 "Painting of buildings". All areas in the vicinity of the painted areas shall be protected by drop sheets and masking. Ensure all surfaces to be painted are free from any dust, loose particles or contaminants. Remove all loose and flaking paint by sanding, scraping or other appropriate means so that a clean smooth dry surface remains. Prime all bare substrates with an approved primer that is compatible with the finish coats. Fill all cracks, holes and other imperfections with Dulux Acra Tex 500/1 Acra Patch Fine or Builders Bog and sand smooth. Install elastomeric fillet seals to all joint interfaces where necessary for repair, movement, or weatherproofing. To bare / failed surfaces apply an undercoat primer of the nominated coating above in accordance with the manufacturer's specifications ensuring that no brush or roller marks are evident after drying. 	 <p>Slight water marks to soffit and wall area outside of kitchen and under the central box gutter</p> 



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		<ul style="list-style-type: none"> • Apply two (2) coats of the nominated coating above in accordance with the manufacturer's specifications. Allow a minimum of 2 hours drying time between coats. • Suitable preparation works shall be carried out between successive coats in accordance with the manufacturer's instructions and data sheets. • Each coat of paint shall be uniform in colour, gloss, and texture and free from runs, sags, blisters or other discontinuities/irregularities. Temperature and curing times as specified by the manufacturer shall also be adhered to. • All paint shall be delivered in sealed cans and of one single brand as specified. • On completion of the works clean all paint spots and remove all debris leaving the work areas and adjoining surfaces clean and ready for hand back to the unit occupants. • All area subject to painting will be carried out on a shadow line to shadow line basis, patch painting will not be accepted • Make good any original surface finish affected by the original defect/item of maintenance and or the remedial works • Clean up on completion 	 <p>Water damaged area of orange painted horizontal section outside line of S/E corner to balcony</p>  <p>Deflector strip fitted to north side eastern elevation barge capping</p>



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			 <p>No deflector strip to south side barge capping</p> 



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Item No	Item Description	Remedial Works Required	Photograph if Necessary or Applicable
			 <p>Failing sealant joint at junction of north and south side eastern elevation barge capping. Note this is directly over the water damaged orange painted section below</p>
COMMON PROPEERTY AREAS			
Roof			
8.	<p>Description:-</p> <p>The box gutter is 21m long and if installed with the correct falls towards the outlets (east and west), then based on the minimum required fall of 1:200 as per AS3500.3, there would/should be at least a 50mm fall from the centre of the run back to each outlet.</p> <p>The gutter when checked was found not to have been set to the required falls with only a 20mm fall being found.</p> <p>The present leaks into unit 302 have not been caused as a result of the lack of fall for the box</p>	<p>Allow to:-</p> <ul style="list-style-type: none"> Carry out holistic roof and gutter cleaning to remove all leaf litter and foreign debris from the roof area including gutter / drainage systems. Dispose of all waste. Test and ensure all existing downpipes are flowing Allow to carefully remove and set aside all sheeting, capping and flashing elements necessary to expose the box gutters where replacement is required. Remove the existing box gutters and dispose from site. Supply and install new custom formed Zincalume box gutters to the maximum possible dimensions including sumps at outlets and overflow provisions as required. Adjust the fall on the box gutters by packing underneath using fibre cement packers to a minimum of 1 in 200 without any ponding. 	


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	<p>gutter, however the lack of fall may lead to areas of water ponding which can have the effect of reducing the lifespan of the Colorbond sheeting forming the box gutter.</p> <p>It was also observed that the rainwater head to the western side of the box gutter has been fitted with 60mm x 290mm overflow (had been previously claimed that an overflow was not in position).</p> <p>It was further observed that the top edge of the rain water head was below the top edge of the box gutter by approx. 40mm which means it is also forming the overflow provisions.</p>	<ul style="list-style-type: none"> Box gutters shall be formed with expansion joints at maximum 6 metre spacing. Connect the box gutter sump outlets and seal to the existing downpipes / stormwater drainage system. All box gutter joint interfaces and outlet interfaces shall be sealed using a UV stable elastomeric sealant such as SikaSeal Roof & Gutter. Carry out water test of the box gutter to ensure that all joints are 100% water tight Install 50mm x 50mm Zincalume gutter flashing at the box gutter to the roof sheet interfaces to ensure that tracking does not occur. The gutter flashing shall be adhered in position using a suitable construction adhesive such as Sikaflex 111 Stick and Seal. The gutter flashing to the underside of the roof sheet interfaces shall be sealed using Tremco Press-Tite compressible foam seals to match the profile of the roof sheets. Reinstate all roof sheets, flashing, capping, and apron elements as required. All elements shall be fixed to the substrate using sealed roofing screws. All flashing and capping joint interfaces including laps and fixing penetrations shall be sealed using a UV stable elastomeric sealant such as SikaSeal Roof & Gutter. Obtain access to the rainwater heads and use snips to cut / install overflow weir outlets of approximate dimension 200mm wide by 50mm high where found to be necessary. The weirs are to be situated below the height of the box gutter connection therefore in the event of failure the weirs will overflow before the box gutter does. Make good any original surface finish affected by the original defect/item of maintenance and or the remedial works Clean up on completion 	 <p>Central box gutter</p> 



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			 <p>Falls of 20mm to box gutter as per measurements to roof sheets</p>

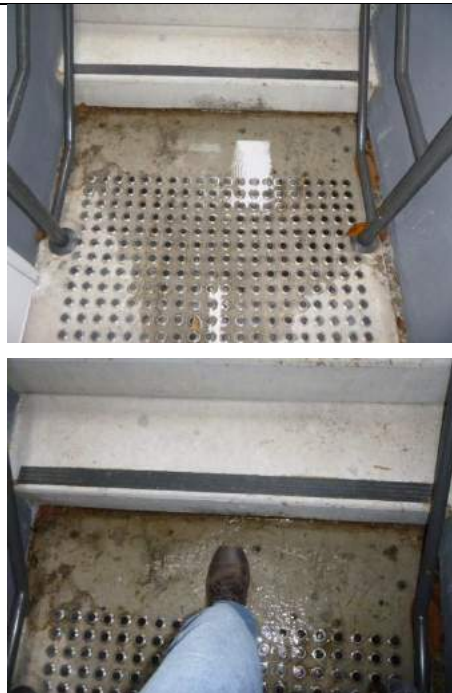
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Item No	Item Description	Remedial Works Required	Photograph if Necessary or Applicable
			 <p>Overflow cut into the western rainwater head</p>  <p>Top of western rainwater head is below the level of the box gutter side top</p>
Rear Southern Courtyard			



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9.	<p>Description:- Water is observed to be ponding at the base of the basement fire escape which leads up to the courtyard.</p> <p>The depth of the water is up to 3.0mm and as the base of the stairs are covered and shaded, the ponding water has the potential to cause algae growth creating slippery conditions.</p> <p>These slippery conditions may cause a person to slip/fall and potentially suffer from an injury in the case of an emergency evacuation.</p>	<p>Allow to:-</p> <ul style="list-style-type: none"> Remove and dispose of the tactiles from the landing area at the base of the stairs. Remove all remaining dust and dirt by broom and vacuum Remove any existing grease and or oils by washing the area with a free rinsing alkaline detergent in accordance with the manufacturer's instructions Rinse off all residue with clean water and repeat if water is found to bead on the surface Install measures such as temporary bunding around the landing area to ensure the acid etching is contained to the landing area only Add 1 part of 33% hydrochloric acid to 2 parts water. Apply liberally to cover the landing area at 3sqm per litre Allow to stand for 15 minutes, occasionally working into the concrete with a stiff yard broom Neutralize with a mild alkaline detergent. Wash with liberal quantities of clean water and or pressure wash Allow to coat the floor with cement based floor levelling compound equal to Ardit ensuring it is detailed and laid in strict accordance with the manufacturer's specifications and set to achieve a surface fall on the landing of approx. 1:250 to ensure that water will not pond Finish the floor levelling compound with a steel float finish and allow to cure Once cured allow to set out and mark the floor for the installation of new stainless steel tactile indicators to match the type number originally installed Set drilling template in position and drill all necessary holes Blow out and remove all drilling dust via vacuum Inject manufacturer specified adhesive into the holes being careful not to overfill Push tactiles into each hole and set with a rubber faced mallet, wipe off any excess adhesive Make good any original surface finish affected by the original defect/item of maintenance and or the remedial works Clean up on completion 	


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Item No	Item Description	Remedial Works Required	Photograph if Necessary or Applicable
			 <p>Water ponding on landing at base of stairs</p>
Ground Floor Foyer			
10.	<p>Description:- Moisture entry in the form of minor stain and paint failure is observed to the ceiling sheeting at the S/E corner.</p> <p>Moisture meter readings to the area of damage were up to 50, whereas the datum reading to a non-damaged area was 10. This would indicate the leak is still occurring.</p> <p>It was observed externally that a soaker flashing positioned over the top of the foyer southern door frame and at the junction of the vertical Colorbond weatherboards has been set with a slight fall towards the eastern end where it discharges any water collected directly against the external brickwork leaving the bricks with a slightly green moss type growth.</p>	<p>Allow to:-</p> <ul style="list-style-type: none"> Carefully remove the vertical Colorbond weatherboards from the wall external to the foyer ceiling damage at the southern end Allow to disconnect and make safe all electrical works Remove and dispose of the current vertical and horizontal flashing members Supply and install new vertical and horizontal flashing members ensuring they match the originals for specification and finish and have been set up at the bottom eastern corner with the correct turnups and weathering lips so as to ensure that water entry around the flashings will no longer occur Re-fix the original weatherboards Ensure the new flashing sections and original weatherboards are fixed in accordance with the manufacturer recommendations Electrician to re-connect the original electrical cables/conduits and fittings Ensure that all electrical penetrations through the weatherboards are fully sealed with a colour matched UV stable sealant equal to Sikaflex façade 250 	


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	This discharge point is directly adjacent to the water damaged ceiling sheeting internally.	<ul style="list-style-type: none"> Carry out water testing of the façade and the new works to ensure the area is 100% water proof Prepare and paint the affected ceiling areas from shadow line to shadow line using Dulux Wash & Wear in a colour and sheen to match the existing with 1st coat being One Step acrylic primer and the 2nd and 3rd coats being Wash & Wear All works are to be performed in strict accordance with the manufacturer's recommendations (Technical Data Sheets, Application Guides etc.) All painting is to be carried out in strict accordance with AS 2311-2017 "Painting of buildings". All areas in the vicinity of the painted areas shall be protected by drop sheets and masking. Ensure all surfaces to be painted are free from any dust, loose particles or contaminants. Remove all loose and flaking paint by sanding, scraping or other appropriate means so that a clean smooth dry surface remains. Prime all bare substrates with an approved primer that is compatible with the finish coats. Fill all cracks, holes and other imperfections with Gyprock Ultra Top and sand smooth to achieve a level 4 finish. Install elastomeric fillet seals to all joint interfaces where necessary for repair, movement, or weatherproofing. To bare / failed surfaces apply an undercoat primer of the nominated coating above in accordance with the manufacturer's specifications ensuring that no brush or roller marks are evident after drying. Apply two (2) coats of the nominated coating above in accordance with the manufacturer's specifications. Allow a minimum of 2 hours drying time between coats. Suitable preparation works shall be carried out between successive coats in accordance with the manufacturer's instructions and data sheets. Each coat of paint shall be uniform in colour, gloss, and texture and free from runs, sags, blisters or other discontinuities/irregularities. Temperature and curing times as specified by the manufacturer shall also be adhered to. 	 <p>Water damage to ceiling sheeting and raised moisture meter readings</p>


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Item No	Item Description	Remedial Works Required	Photograph if Necessary or Applicable
		<ul style="list-style-type: none"> All paint shall be delivered in sealed cans and of one single brand as specified. On completion of the works clean all paint spots and remove all debris leaving the work areas and adjoining surfaces clean and ready for hand back to the unit occupants. All area subject to painting will be carried out on a shadow line to shadow line basis, patch painting will not be accepted Make good any original surface finish affected by the original defect/item of maintenance and or the remedial works Clean up on completion 	 <p>Soaker flashing over door with fall towards east end and no turn up visible at end</p>

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Item No	Item Description	Remedial Works Required	Photograph if Necessary or Applicable
			 <p>Green algae growth to external bricks below soaker flashing</p>

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**TENDER FORM
FOR SP96044
92 Buckland Street, Alexandria**

Please note:

1. You are to visit site to view the works contained in this document
2. You are to read this document in its entirety
3. Scope must be adhered to
4. No alternatives are to be made without prior approval of the author
5. All line item costs are to be inclusive of GST.
6. HBCF pricing is an estimate only (subject to change)

Item No	Description	Amount
P	Preliminaries – to include (but not limited to) personal protection equipment, safety barriers, unit notices, welfare facilities including site office and storage, dilapidation survey and report. Local authority disposal approvals, all permits, and parking. Access equipment, plant hire and waste disposal.	\$
8.1	Drainage point access hatches to all timber balcony areas Extra over for each access hatch if more than 2 per balcony are required, \$ Extra over for each additional board (over the 6 allowance) requiring removal to identify position of drainage points, \$	\$
8.2	Unit G-01. Water leakage into balcony soffit	\$
8.3	Unit 201. Water leakage into bedroom horizontal service duct	\$5000.00 (P.A.)
8.4	Unit 202. Water leakage into balcony soffit	\$
8.5	Unit 302. Roof water leak into entry hall	\$40000.00 (P.A.)
8.6	Unit 302. Roof water leak into kitchen	\$
8.7	Unit 302. Dripping from roof at bottom of eastern barge capping V	\$
8.8	Roof. Box gutter not set to correct falls	\$

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Item No	Description	Amount
8.9	Courtyard. Ponding at base of escape stairs leading up from basement	\$
TOTAL	TOTAL WORKS PRICE INCLUDING GST	\$
HBCF	Home Building Compensation Fund ESTIMATE Note - the costs provided for Home Building Compensation Fund (HBCF) insurance are provided as estimates only. The HBCF cost can only be confirmed once the builder has a signed contract and an application is made for the policy, and therefore this <i>may</i> result a Variation (credit or additional cost).	\$
SUM	TOTAL TENDER SUM INCLUDING HBCF ESTIMATE	\$

Estimated Project Time.....Weeks

Estimated Lead Time.....Weeks

Signed Date

Company

Builders Licence No. Building Practitioners
Registration No.....

Contact.....

Mobile..... Phone

Email

PLEASE ENSURE CONTRACT DETAILS ARE COMPLETED ON THE FOLLOWING PAGES

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Builder	Owner

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To help expedite the issuing of a contract please fill out the contract conditions. Those conditions already shown will be automatically inserted into the contract unless you advise Integrated that you wish them negotiated.

CONTRACT CONDITIONS:

Liquidated Damages

On the Builder	\$1000 Per Calendar Week
On the Owner for Delay	\$1000 Per Calendar Week

Builders Margin

On Variations and/or Provisional Sums 20%

Payment Terms

14 Days after approval of Superintendent

Interest on Late Payments

1.5% Per Month

Contract Maintenance Period

16 Weeks

Labour Rates (Tenderers to complete)

*(These are to be used with reference to approved work carried out by the **Builder's** employees which is in addition to the contract work – **rates to be inclusive of GST**)*

Waterproofer	\$	Plumber	\$
Foreman	\$	Wet/Dry Plasterer	\$
Tiler	\$	Painter	\$
Electrician	\$	Labourer – Skilled	\$
Carpenter	\$	Labourer - Unskilled	\$
Bricklayer	\$	Cleaner	\$

SPECIAL NOTE

1. Ensure that all Prime Cost and Provisional Sums are clearly shown in your tender.
2. The Scope and the Contract agreement will take order of precedence over the tenderer's quotation.

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Company Insurances and Registrations

(Copies of the Certificates of Currency and Licences are to be **provided** with your tender submission)

Company Name including Trading Name:

Australian Business Number (ABN):

Insurance / Registration	Insurer / Institution	Policy No / Licence No / Registration No	Expiry Date
Workers Compensation			
Public Liability Insurance			
Construction All Risk Insurance / Construction Works Insurance			
Home Owner Warranty Eligibility			
Company Builders Licence	Office of Fair Trading		
Supervisors Licence			
Building Practitioners Registration			

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12/04/2023

IBEC REF: 2220555.1

The Owners - Strata Plan 96044
c/- Netstrata

Attention: Robert Mussalli
via email

Dear Robert

**RE: TENDER ANALYSIS
SP96044 92 BUCKLAND STREET ALEXANDRIA NSW 2015**

As per your instructions we have tendered out the works as detailed in the Scope of Works previously approved the Owners Corporation. The tenders have now closed and we are pleased to provide the following Tender Summary.

A summary of the tender quotations received are as follows:

Company	Tender amount	Project Duration
Chaisam Pty Ltd	\$249,950.00	10-12 weeks
Altec Pty Ltd	\$279,595.00	12 weeks
Levant Pty Ltd	\$293,805.15	10-12 weeks
Trademark Restoration Services Pty Ltd	\$299,630.00	12 weeks

All of the invited contractors are licensed for residential building work with the Office of Fair Trading. All contractors have suitable experience and expertise, and hold the relevant licences and insurances for carrying out the scope of works and specification as approved by the Owners Corporation.

Contractor Selection

Chaisam Pty Ltd has provided the most competitive tender submission and as such should be given consideration by the Owners Corporation as their selected contractor to carry out the remedial works. As previously advised all tenderers are experienced contractors, licensed and insured and as such were selected on this criteria for tendering the works. The difference between the lowest and highest price tender is approx. 20%, which within the remedial industry is considered to be low.



Facilitating Solutions for the Strata & Building Industries

Ultimately the decision as to which tenderer should be selected is at the discretion of the Owners Corporation.

You will observe some large variances between the contractors submitted prices for individual items. These differences come about by how each contractor allocates trades and materials across the individual items. This will result in cost differences.

We use these individual figures to assist with our assessment of the tenders in the case of where there are large differences in the total cost. In view of this, the most important figures are the total cost amounts

In addition, information as to the contractors proposed lead-in times and contract periods are also included in the summary and comparison below, as well as information as to their labour rates for various skilled and unskilled workmen and costs for additional items. Information re labour rates is provided as these rates will have an impact on the cost of any variation works additional to the contract, as these costs will be based on labour + materials + builders margin. All the above information should be considered against the Owners specific requirements when selecting a suitable contractor.

A summary and comparison of the building contractor's tender submissions is contained below:

Address:	SP96044 - 92 Buckland Street Alexandria NSW 2015				
Our Ref:	2220555TD				
Description:	Remedial Works				
TENDER ANALYSIS		TENDERERS			
Brief description of items		Chaisam	Altec	Levant	Trademark
P Preliminaries: to include (but not limited to) personal protection equipment, safety barriers, unit offices, welfare facilities including site office and storage. Dilapidation survey and report. Local Authority disposal approvals, all permits and parking. Access equipment and plant hire and waste disposal.					
		\$22,500.00	\$24,310.00	\$27,720.00	\$59,400.00
8.1 Drainage point access hatches to all timber balcony areas		\$14,400.00	\$7,480.00	\$36,234.00	\$18,810.00
8.2 Unit G-01. Water leakage into balcony soffit		\$48,700.00	\$44,660.00	\$50,542.80	\$42,240.00
8.3 Unit 201. Water leakage into bedroom horizontal service duct. PA		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
8.4 Unit 202. Water leakage into balcony soffit		\$48,850.00	\$68,310.00	\$70,950.00	\$66,220.00
8.5 Unit 302. Roof water leak into entry hall PA		\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
8.6 Unit 302. Roof water leak into kitchen		\$5,500.00	\$1,705.00	\$4,171.20	\$5,720.00
8.7 Unit 302. Dripping from roof at bottom of eastern barge capping V		\$5,500.00	\$8,140.00	\$7,246.80	\$4,400.00
8.8 Roof. Box gutter not set to correct falls		\$22,000.00	\$49,940.00	\$10,560.00	\$20,460.00
8.9 Courtyard. Ponding at base of escape stairs leading up from basement		\$17,500.00	\$3,850.00	\$8,566.80	\$5,500.00
Total Works Price inclusive GST		\$229,950.00	\$253,395.00	\$260,991.60	\$279,630.00
Tender Document Contract Price inclusive of GST		\$229,950.00	\$253,395.00	\$260,991.60	\$279,630.00
Variation in Contract Price inclusive of GST		\$0.00	\$0.00	\$0.00	\$0.00
HBCF Home Building Compensation Fund Insurance		\$20,000.00	\$26,200.00	\$32,813.55	\$20,000.00
Total Tender Sum inclusive HBCF		\$249,950.00	\$279,595.00	\$293,805.15	\$299,630.00
Estimated Project Time		10-12 wks	12 wks	10-12 wks	12 wks
Estimated Lead Time		4 wks	8 wks	3 wks	5 wks
Extra Over Rate Items					
Item 8.1 - Extra over for each access hatch if more than 2 per balcony are required, \$		\$1,200.00	\$374.00	\$3,500.00	\$1,900.00
Item 8.1 - Extra over for each additional board (over the 6 allowance) requiring removal to identify position of drainage points, \$		\$400.00	\$80.00	\$250.00	\$450.00
Labour Rates - Additional Work					
Foreman		\$120.00	\$100.00	\$143.00	\$155.00
Plumber		\$110.00	\$105.00	\$110.00	\$150.00
Electrician		\$110.00	\$105.00	\$110.00	\$150.00
Carpenter		\$110.00	\$80.00	\$110.00	\$110.00
Bricklayer		\$110.00	\$80.00	\$110.00	\$99.00
Floor & Wall Tiler		\$110.00	\$80.00	\$110.00	\$99.00
Plasterer		\$110.00	\$80.00	\$110.00	\$99.00
Painter		\$110.00	\$80.00	\$110.00	\$88.00
Labourer – Skilled		\$858.00	\$70.00	\$99.00	\$99.00
Labourer - Unskilled		\$77.00	\$60.00	\$88.00	\$88.00
Waterproofer		\$110.00	\$80.00	\$110.00	\$99.00
Cleaner		\$88.00	\$60.00	\$88.00	\$99.00
Note					

Note - the costs provided above for Home Building Compensation Fund (HBCF) insurance are provided as estimates only. The HBCF cost can only be confirmed once the builder has a signed contract and an application is made for the policy, and therefore this *may* result in a Variation.

Unforeseen Items & Contingency Sum

It should be noted that the works previously scoped etc are remedial works to be undertaken to an existing property and as such there is always the possibility of unforeseen issues being encountered as the works process on site. As such when budgeting for the scoped works it is recommended a contingency sum of approximately (a minimum of) 10% is set aside over and above the contract value in order to allow adequate funding to address any such unforeseen items which may arise as works progress on site.

Approvals

Integrated have not made any enquiries with Council nor other authorities as to whether development applications/approvals are required for these works, the client should make their own enquiries with Council as deemed required to clarify these requirements.

Contractor Feedback

As part of Integrated's Preferred Contractor Management System we provide qualitative and quantitative feedback to the tendering contractors regarding their tender submission pricing in comparison with the other tendering contractors for a project (contractors identities are kept anonymous). This process is undertaken 7 days upon award of a Contract and should the client wish for this process not to be undertaken for their particular project we will require written notification of same within this 7-day period.

Moving Forward

It has been our great pleasure to offer our services to the The Owners - Strata Plan 96044 in the preparation of the Scope of Works and the Tendering Analysis. We would offer our continuing services in the Contract Administration of this project. As contracts administrators our professional services include:

- Oversee contractual requirements on behalf of the Owners Corporation. Inclusive of Contract facilitation.
- Convene a pre-construction meeting with all involved parties for site and project familiarisation and to convey the Owners Corporation requirements and confirm the project vision.
- Integrated will attend the property and chair progress meetings with the Contractor and Owners Corporation, inspect the works to assess and ensure Contract works conformance and provide a weekly update report.
- Integrated will answer any technical construction questions and provide advice on construction methods
- All progress claims will be submitted to the contract administrator for approval prior to payment. At Progress Claims Stage/s the works will be inspected for compliance to the Scope of Works and the Specification the value of works completed will also be assessed with payment not to exceed 90% value of the completed works to date.
- Assess and then process and facilitate variations once approved by the Owners Corporation

We would be happy to provide the above services for a fee of 10% of the total contract amount.

Depending on the nature/type of the building works the Tenderer (Builder) may also have to provide a separate costing to take out an extension to the Contractors All Risk Insurance, that indemnifies the Owners of the Strata Complex for the full replacement cost of the strata complex to the value as nominated in the Strata Insurance Valuation Certificate. If applicable, you will need to bring this project to the notice of your current Insurer and seek clarification as to whether such an extension in coverage is required after which this will be provided to the contractor to provide a further costing if necessary.

We respectfully await your further instructions. Please feel free to contact the undersigned if you have any further questions in relation to the tender analysis.

Yours faithfully

For and on behalf of

Integrated Building & Engineering Consultancy ACN 629 977 386

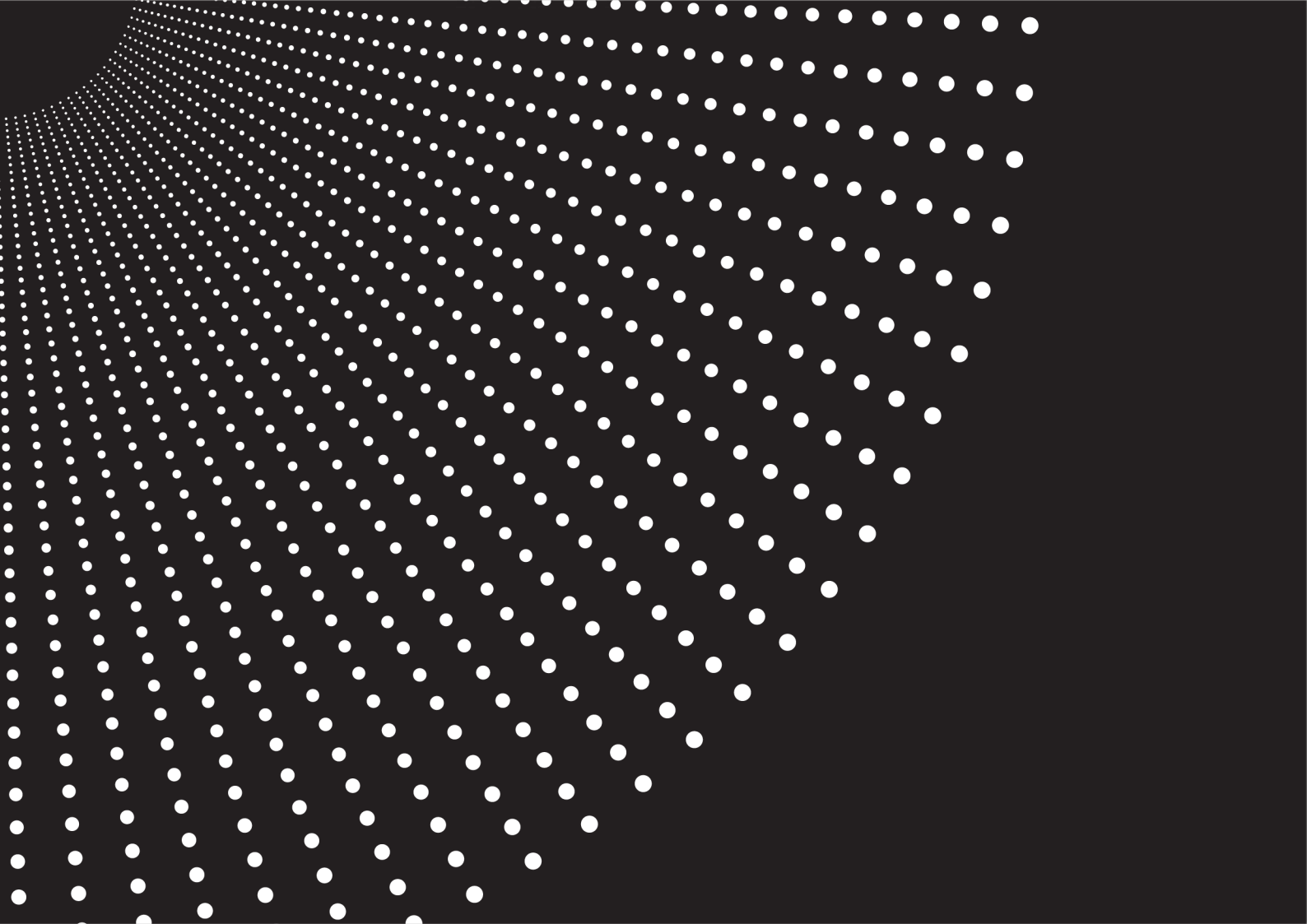


Mark Kavanagh

Senior Building Consultant

CONDITIONS RELATING TO THIS REPORT

1. The Report is made in accordance with the requirements of Australian Standard 4349.1-1995 and is a special purpose property report that reflects the requirements of the instructions provided to Integrated Building & Engineering Consultancy ACN 629 977 386. This is not a pre-purchase report nor does it express any view as to the value of the Property or parts thereof being inspected.
2. This Report and all its content is prepared for the exclusive use of the Addressee and may not be used for any other purpose than its stated intention with the exception of its distribution to any party in litigation to which this Report may have reference. No responsibility will be accepted for its content in respect of Third Parties.
3. This Report will remain the property of Integrated Building & Engineering Consultancy ACN 629 977 386 and may not be used by the Addressee for any purpose whatsoever until full payment is made. Non-compliance with this condition forms a substantial breach in the terms of the agreement between the Addressee and Integrated Building & Engineering Consultancy ACN 629 977 386.
4. This Report may not necessarily be suitable for presentation in litigation and other Court or Tribunal actions as a report with a different structure, ie, a Scott Schedule, may be required by direction of the adjudicative body.
5. **Unless otherwise stated-**
 - (a) no soil etc has been excavated
 - (b) no plants or trees have been removed
 - (c) no fixtures, fittings, cladding or lining materials have been removed
 - (d) no items of furniture or chattels have been moved
 - (e) no enquiries of Councils or Authorities or persons have been made for the purpose of inspecting the Building and providing this Report.
6. **This Report does not include-**
 - (a) faults in inaccessible parts of the Building
 - (b) faults not apparent on visual inspection
 - (c) faults apparent only in different weather or environmental conditions
 - (d) faults resulting from different use of the Building's intended use
 - (e) minor faults (e.g. hairline plaster cracks, jamming doors, window and catches etc)
7. **Asbestos Disclaimer:** "No inspection for asbestos was carried out at the property and no report on the presence or absence of asbestos is provided. If during the course of the Inspection asbestos or materials containing asbestos happened to be noticed then this may be noted in the general remarks section of the report. Buildings built prior to 1982 may have all and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even buildings built after this date up until the early 90's may contain some Asbestos. Sheeting should be fully sealed. If concerned or if the building was built prior to 1990 you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. If asbestos is noted as present within the property then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or of removal. Drilling, cutting or removing sheeting or products containing Asbestos is a high risk to peoples' health. You should seek advice from a qualified asbestos removal expert."
8. **Expert Witness Estimating Disclaimer:** Any estimates provided in this report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the consultant. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of finish required and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The consultant accepts no liability for any estimates provided throughout this report.
9. **Professional Indemnity Insurance:** Integrated Building & Engineering Consultancy ACN 629 977 386 holds current professional indemnity insurance. This insurance is limited to a maximum of \$1million per event. It is a condition on engagement of Integrated Building & Engineering Consultancy ACN 629 977 386 that any claim on the professional indemnity insurance will be limited to a maximum of \$1million.



Strata Improvement Loan

Strata Plan 96044

29th May 2023

Things you should know:

This information has been prepared by Macquarie Bank Limited ABN 46 008 583 542, AFSL and Australian Credit Licence 237502 ("Macquarie") for general information purposes only, without taking into account your personal objectives, financial situation or needs. Before acting on this general information, you must consider its appropriateness having regard to your own objectives, financial situation and needs. You should obtain a Product Disclosure Statement available from us relating to any financial products and consider that Product Disclosure Statement before making any decision about whether to acquire that particular product. You should also obtain financial, legal and taxation advice before making any decision about whether to acquire that particular product.

Please note that this proposal is indicative only and subject to credit approval. Furthermore, it expires on the date specified within – if you require a proposal after this date, then we will consider whether to issue a new indicative proposal. Your application will be subject to Macquarie's formal credit approval process. Until finance agreements and security documents have been signed and conditions precedent satisfied, Macquarie reserves the right to amend, add or delete any terms of this proposal, the loan facilities and/or the right to withdraw facilities.

Welcome

Private & Confidential

29/05/2023

Strata Plan
c/- Netstrata
Robert Mussalli
Robert.Mussalli@netstrata.com.au

Dear Robert,

Indicative proposal for Strata Plan 96044

Thank you for the opportunity to submit a funding proposal for Strata Plan 96044.

Based on our discussion of your funding requirements, we have outlined a proposal aimed at helping you fund Remedial works.

Based on your requirements a Strata Improvement Loan is available to help you achieve your objectives.

Business Banking has a long history of providing banking services to the strata industry which has enabled us to gain a deep and unrivalled understanding and specialist knowledge of this industry.

Please note that this proposal is indicative only and expires on 29/08/2023. We welcome direct queries from Executive Committee members and encourage them to call us to discuss the enclosed proposal. In the meantime, if you have any questions please do not hesitate to contact us on +61 420 879 553.

Yours sincerely

MACQUARIE BANK LIMITED



Rob Perri
Senior Relationship Manager



Daniel Rigopoulos
Account Executive

The Business Banking solution for you

The information in this proposal provides a detailed outline of the Business Banking offering designed to assist in delivering your funding needs.

Lending solutions

We aim to provide our clients with customised strata finance. Based on your requirements a Strata Improvement Loan is available to help meet your funding objectives.

Facility	Strata Improvement Loan			
Facility	Strata Improvement Loan – \$420,000			
Borrower	Owners Corporation for Strata Plan 96044			
Purpose	Remedial Works			
Interest Rate	Currently 10.40% p.a. The interest rate is aligned to the Macquarie Bank Base Rate which is a variable rate that broadly moves in line with market interest rate fluctuations. An additional margin may apply.			
Term	3 Years	5 Years	7 Years	Subject to annual review.
Principal & Interest repayments per month:	\$13,689.15	\$9,067.08	\$7,122.76	Interest will be calculated on the daily drawn balance and charged to your nominated account on the last business day of each month. Additional principal repayments may be made at any time (whilst on a variable rate).
Principal & Interest repayments per month, per lot:	\$760.50*	\$503.73*	\$395.71*	

* This amount may vary for each lot owner depending on the size of their individual lot entitlements.

Security

The Strata Improvement Loan is not secured by any mortgage, guarantee, or other security.

Operating covenants

Operating covenants will be subject to formal assessment however we anticipate that they will include:

- Provision of levy debtors on request
- Provision of Financial Statements on request

Formal loan application

Upon your acceptance of the funding terms outlined in this indicative proposal, we will proceed with a formal loan application. To assist us in completing your loan application we will require the following from you:

- Completed and signed Acknowledgement of Intent to proceed (pro forma letter attached)
- A copy of the quotation, agreement, contract or invoice for proposed works to be carried out
- A list of Aged Levy debtors
- Copy of Strata Roll
- Financial Statements of the Strata Plan for the current financial period and last two complete financial years
- Copy of minutes of the meeting passing a resolution to:
 - carry out the proposed works
 - apply for the proposed debt funding from Macquarie Bank
 - loan repayments to be funded by an increased levy from the Administrative Fund or Sinking Fund budget
 - AGM minutes demonstrating the elected committee and their roles.

We remind you that this proposal is not a formal approval but an indication of the loan facilities we may be able to offer you. A formal application will be prepared for approval consideration upon your acceptance of this proposal and receipt of the above information.

Based on our further assessment this indicative offer may be varied or withdrawn.

Fees and charges

The following fees will apply in order to establish the Strata Improvement Loan.

Establishment Fee:	The Establishment Fee for your facility will be: \$1,000
	This fee is payable upon formal approval and acceptance of your loan application.
	THESE COSTS WILL BE DEBITED TO YOUR FACILITY ON SETTLEMENT DAY,

Privacy Act collection statement

Macquarie Group may collect, hold, use and disclose personal information about you to process your application, administer and manage the products and services sought by and provided to you, monitor, audit and evaluate those products and services, model and test data, communicate with you and deal with any complaints or enquiries.

We collect and record personal information through our interactions with you and your nominated adviser(s), including by telephone, email or online. We may also collect personal information from public sources and third parties including information brokers and our service providers. Without this information, we may not be able to process your application or provide you with an appropriate level of service. We are required or authorised to collect your personal information under various laws including the Anti-Money Laundering and Counter-Terrorism Financing Act, taxation and superannuation laws (if applicable) and laws regarding the granting and registration of security interests (such as the Personal Property Securities Act and state property laws).

Where you provide us with personal information about someone else you must first ensure that you have obtained their consent to provide their personal information to us based on this Privacy Statement.

We may exchange your personal information with other companies in the Macquarie Group as well as our service providers which are described further in our Privacy Policy. We may supply the broker nominated on your application form or in a subsequent written communication to us, and their Australian Credit licensee if applicable, with information about your accounts. We may also disclose personal information to regulatory authorities (e.g. tax authorities in Australia and overseas) in connection with their lawful information requests or to meet our legal obligations in any relevant jurisdiction. The third parties with whom we exchange personal information may operate outside of Australia (this includes locations in The Philippines, India and the countries specified in our Privacy Policy). Where this occurs, Macquarie takes steps to protect your information against misuse or loss.

We and other companies in the Macquarie Group may use your personal information to contact you on an ongoing basis by telephone, electronic messages (like email), online and other means to offer you products or services that may be of interest to you, including offers of banking, financial, advisory, investment, insurance and funds management services, unless you change your marketing preferences by telephoning us as set out below or visiting <https://www.macquarie.com.au/privacy-and-cookies/marketing-preferences.html>.

Under the Privacy Act, you may request access to your personal information that we hold. You can contact us to make such a request or for any other reason relating to the privacy of your personal information by telephoning us on 1800 806 310 or emailing privacy@macquarie.com. Please mark communications to the attention of our Privacy Officer.

You may also request a copy of our Privacy Policy which contains further details about our handling of personal information, including how you may access or update your personal information and how we deal with your concerns. The Privacy Policy can also be found via www.macquarie.com.

Acknowledgement of Intent

Rob Perri
Senior Relationship Manager
Macquarie Bank Limited

Dear Rob,

We accept the terms and conditions of your Indicative Offer dated 29/05/2023 and authorise the Bank to proceed with the submission of an application for finance seeking formal approval.

We confirm Netstrata has authority to act on behalf of Strata Plan 96044 in discussing and arranging the loan.

We have attached the Bank's requirements to proceed with this offer and provide the details below to assist in complying with Macquarie Bank's obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

Strata Improvement Loan

Please provide the purpose of the loan

Please provide the source of your equity contribution

Executive Committee Member
Strata Plan 96044

Executive Committee Member
Strata Plan 96044

Strata Plan 96044
92 BUCKLAND STREET ALEXANDRIA
Administrative Fund

	Accepted Budget	Actual	Accepted Budget	Variance
	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Income				
Debt Collection Recoveries				
Debt Collection Recoveries	\$0.00	\$95.46	\$0.00	(\$95.46)
Expenses Recoveries				
Owner Expense Recoveries	\$0.00	\$3,298.48	\$0.00	(\$3,298.48)
Interest				
Interest On Levy Arrears	\$0.00	\$23.41	\$0.00	(\$23.41)
Levy Income				
Contributions - General	\$98,006.35	\$81,032.20	\$89,225.00	\$8,192.80
Lift Contributions (Lift Contributions Fund)	\$7,000.00	\$6,818.20	\$7,500.00	\$681.80
Special Levy				
Special Levy - Building Refurb. Work (Special Levy - Remedial Works Fund)	\$73,921.50	\$0.00	\$0.00	\$0.00
Total Income	\$178,927.85	\$91,267.75	\$96,725.00	
Expenses				
Accounting, Taxation & Banking				
Bank Fees	\$46.35	\$40.99	\$45.00	\$4.01
DEFT Process Fees	\$80.00	\$56.33	\$85.00	\$28.67
BAS & Tax Administration	\$1,100.00	\$1,043.85	\$400.00	(\$643.85)
Audit Report	\$0.00	\$0.00	\$450.00	\$450.00
Air Conditioning				
Air Conditioning Maintenance	\$9,000.00	\$8,869.00	\$6,500.00	(\$2,369.00)
Mechanical Ventilation	\$1,900.00	\$1,840.00	\$1,500.00	(\$340.00)
Building General				
General Maintenance	\$2,000.00	\$495.00	\$2,000.00	\$1,505.00
Garage Security Gate / Shutter	\$2,300.00	\$2,499.99	\$1,500.00	(\$999.99)
Building Repairs (Special Levy - Remedial Works Fund)	\$73,921.50	\$0.00	\$0.00	\$0.00
Cleaning				
Cleaning - General	\$6,300.00	\$6,240.00	\$7,000.00	\$760.00
Cleaning - Pressure Cleaning	\$0.00	\$2,195.00	\$1,550.00	(\$645.00)
Electrical				
Electrical Repairs	\$2,000.00	\$1,571.00	\$2,500.00	\$929.00
Electricity				
Electricity Consumption	\$7,000.00	\$6,374.30	\$8,000.00	\$1,625.70
Fire Control				
Fire Services	\$12,000.00	\$8,408.96	\$12,000.00	\$3,591.04
Gas				
Gas Consumption	\$0.00	\$4,247.83	\$0.00	(\$4,247.83)
Insurance				
Insurance Premium	\$19,000.00	\$15,810.43	\$16,800.00	\$989.57
Insurance Valuation Report	\$270.00	\$270.00	\$300.00	\$30.00

Strata Plan 96044
92 BUCKLAND STREET ALEXANDRIA
Administrative Fund

	Accepted Budget	Actual	Accepted Budget	Variance
	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Legal & Professional Services				
Legal Fees	\$0.00	\$3,056.85	\$0.00	(\$3,056.85)
Lift Repairs				
Lift Maintenance (Lift Contributions Fund)	\$7,000.00	\$6,990.00	\$7,000.00	\$10.00
Pest Control				
Pest Control - General	\$1,200.00	\$750.00	\$1,300.00	\$550.00
Plumbing				
Plumbing - General	\$3,000.00	\$3,232.80	\$2,000.00	(\$1,232.80)
Detention Pit & Pump Maintenance	\$5,400.00	\$5,395.32	\$5,600.00	\$204.68
Roofing & Gutters	\$0.00	\$0.00	\$1,500.00	\$1,500.00
Security & Intercom				
Intercom Repairs / Replacement	\$0.00	\$0.00	\$1,000.00	\$1,000.00
Strata/Building Administration				
Building Defect Claim Administration	\$10,000.00	\$6,487.08	\$0.00	(\$6,487.08)
Debt Collection Fees	\$0.00	\$159.10	\$525.00	\$365.90
Land Titles & By-Law Registration	\$1,500.00	\$1,384.47	\$2,000.00	\$615.53
Management Services	\$6,995.00	\$5,787.87	\$6,600.00	\$812.13
Owner Refund	\$0.00	\$1,306.00	\$0.00	(\$1,306.00)
Printing, Postage & Stationery	\$1,000.00	\$869.41	\$2,000.00	\$1,130.59
Signs & Signage Installation	\$0.00	\$159.00	\$0.00	(\$159.00)
Strata Administration	\$4,000.00	\$2,668.30	\$4,500.00	\$1,831.70
Legislative Compliance	\$700.00	\$413.18	\$350.00	(\$63.18)
Inspection Fees	\$420.00	\$0.00	\$420.00	\$420.00
Telephone				
Lift Phone & Phone Charges	\$95.00	\$53.30	\$0.00	(\$53.30)
Lift Phone & Phone Charges (Lift Contributions Fund)	\$0.00	\$0.00	\$500.00	\$500.00
Water				
Water Consumption	\$700.00	\$644.04	\$800.00	\$155.96
Total Expenses	\$178,927.85	\$99,319.40	\$96,725.00	
GST	\$17,818.15		\$0.00	
Surplus / Deficit	\$0.00	(\$8,051.65)	\$0.00	

Strata Plan 96044
92 BUCKLAND STREET ALEXANDRIA
Capital Works Fund

	Accepted Budget	Actual	Accepted Budget	Variance
	01/11/22 - 31/10/23	01/11/21 - 31/10/22	01/11/21 - 31/10/22	01/11/21 - 31/10/22
Income				
Interest				
Interest On Levy Arrears	\$0.00	\$7.31	\$0.00	(\$7.31)
Levy Income				
Contributions - Capital Works Fund	\$59,500.00	\$25,287.80	\$27,816.00	\$2,528.20
Total Income	\$59,500.00	\$25,295.11	\$27,816.00	
Expenses				
Air Conditioning				
Air Conditioning Maintenance	\$0.00	\$2,310.00	\$0.00	(\$2,310.00)
Building General				
General Maintenance	\$0.00	\$2,400.00	\$0.00	(\$2,400.00)
Capital Works Fund Maintenance	\$59,500.00	\$0.00	\$27,816.00	\$27,816.00
Total Expenses	\$59,500.00	\$4,710.00	\$27,816.00	
GST	\$5,950.00		\$0.00	
Surplus / Deficit	\$0.00	\$20,585.11	\$0.00	

Strata Plan 96044
92 BUCKLAND STREET ALEXANDRIA

Lot	Unit	Owner Names	UoE	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
1	G01	Christopher Alexander & Li Zheng	50	\$2,442.20	\$2,442.20	\$4,475.05	\$4,475.05	\$13,834.50
2	101	Suzanne Demarchi	49	\$2,393.35	\$2,393.35	\$4,385.55	\$4,385.55	\$13,557.80
3	102	Alexander, Beverley, Nicholas & Alexander Ostermayer	52	\$2,539.90	\$2,539.90	\$4,654.05	\$4,654.05	\$14,387.90
4	201	Michael Kelly & Marcela Pacheco	46	\$2,246.85	\$2,246.85	\$4,117.05	\$4,117.05	\$12,727.80
5	202	Tristram Alexander & Chiara Neto	50	\$2,442.20	\$2,442.20	\$4,475.05	\$4,475.05	\$13,834.50
6	301	Matthew Samuel & Paul Harvey	41	\$2,002.55	\$2,002.55	\$3,669.50	\$3,669.50	\$11,344.10
7	302	Karo Taylor-Singer	59	\$2,881.75	\$2,881.75	\$5,280.50	\$5,280.50	\$16,324.50
8	TH1	Emma & Matthew Newell	60	\$2,597.75	\$2,597.75	\$5,037.15	\$5,037.15	\$15,269.80
9	TH2	Senanayake Prematilake	59	\$2,554.45	\$2,554.45	\$4,953.20	\$4,953.20	\$15,015.30
10	TH3	Mark Higney, Paul Mulligan	59	\$2,554.45	\$2,554.45	\$4,953.20	\$4,953.20	\$15,015.30
11	TH4	Nan Chou Lin	59	\$2,554.45	\$2,554.45	\$4,953.20	\$4,953.20	\$15,015.30
12	TH5	Hanchun Chen	59	\$2,554.45	\$2,554.45	\$4,953.20	\$4,953.20	\$15,015.30
13	TH6	Raelene Hartman	59	\$2,554.45	\$2,554.45	\$4,953.20	\$4,953.20	\$15,015.30
14	TH7	Michael & Shirley Ashley	59	\$2,554.45	\$2,554.45	\$4,953.20	\$4,953.20	\$15,015.30
15	TH8	Marco Willi & Jessica Qu	59	\$2,554.45	\$2,554.45	\$4,953.20	\$4,953.20	\$15,015.30
16	TH9	Geoffery & Christine Bailey	59	\$2,554.45	\$2,554.45	\$4,953.20	\$4,953.20	\$15,015.30
17	TH10	Deryk Espinoza & Oliver Brennan	59	\$2,554.45	\$2,554.45	\$4,953.20	\$4,953.20	\$15,015.30
18	TH11	Daxton & Pragini Blair	62	\$2,684.35	\$2,684.35	\$5,205.05	\$5,205.05	\$15,778.80
			1000	\$45,220.95	\$45,220.95	\$85,877.75	\$85,877.75	\$262,197.40

WHAT'S COVERED BY STRATA BUILDING INSURANCE

WHAT IS BUILDING INSURANCE

Quite simply, Strata Building Insurance protects the Owners Corporation for damage sustained to the building as a result of an Accidental or Malicious act. Common examples are;

- Fire/Arson
- Storm/Tempest
- Lightning Strikes
- Vandalism
- Vehicular Impact
- Burglary & Theft
- Glass Breakage
- Burst Pipes
- Earthquakes

A common misapprehension is that Strata Building Insurance protects the Owners Corporation for the routine maintenance items or building defects such as the repair of leaking shower trays, settlement/movement cracks in walls & ceilings or concrete cancer, unfortunately this is not the case. The easiest comparison to think of is motor vehicle insurance. You can insure your vehicle against having an accident, however you cannot insure your vehicle for wearing out. This same principle applies to Strata Building Insurance.

HOW IS AN OWNER OF A LOT PROPERTY PROTECTED?

Every Owners Corporation has a mandatory duty to insure 'the building' against accidental or malicious damage – section 160 (1), Strata Schemes Management Act 2015 (the Act).

Lot space within a strata scheme is commonly defined as;

“the cubic air-space contained within the inner surface of the boundary walls, under surface of the ceiling and upper surface of the floor”

Under this definition the lot owner is responsible for the repair, replacement and maintenance of all building components housed within the lot, such as;

- Internal walls
- Internal doors
- Toilets, baths & basins
- Shower screens
- Built-in wardrobes
- Kitchen sinks, cabinets and bench tops
- Appliances, such as wall and bench ovens, cook tops, range hoods, hot water heaters and bathroom & laundry exhaust fans

For example, a leaking tap washer in the kitchen or leak through a shower

WHAT'S COVERED BY STRATA BUILDING INSURANCE

screen is the lot owners' responsibility to maintain. However, by virtue of the term 'the building' being included in section 160 (1), many of the building components contained within the 'lot' are protected by the mandatory Building Insurance that is taken out by the Owners Corporation.

Simply speaking these items are the lot owners' responsibility for the purposes of repair, replacement and maintenance, however they are protected by the Strata Building Insurance if damaged via an insurable event.

ARE MY CONTENTS COVERED?

No, the contents and fittings contained within your lot ARE NOT protected by the Strata Building Insurance and are specifically excluded from the policy, items such as;

- Carpets and underlay
- Floating floorboards
- Wallpaper
- Curtains and blinds
- Light fittings
- Paint work on walls & ceilings
- Wall tiles located on internal walls
- Any furnishing or personal contents
- Electrical appliances that are not hardwired into the building e.g. clothes dryers, dishwashers or microwaves

Owner-occupiers may extend the cover on their contents insurance to include the items not covered by the strata building Insurance. Most major mainstream insurers in NSW are aware of the delineation between strata building insurance and contents insurance for a strata property and are happy to extend home contents insurance to include the items listed above.

Non-resident or investor owners may take out 'Landlords Insurance' for a sufficient sum to cover the fittings of their lot. However all owners should undertake their own inquiries with their insurer or insurance broker to ensure their contents are adequately protected by their contents policy

STATUTORY INFORMATION

QUORUM (CLAUSE 17, SCHEDULE 1)

1. 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. 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 permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.
4. 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. 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.

RESOLUTIONS

Ordinary Resolution

A motion put to a meeting of the Owners Corporation is decided according to the majority in number of votes cast for and against the motion with each person having one vote for each lot in respect of which the person is entitled to vote.

Special Resolution

If a motion put to a general meeting of the Owners Corporation requires a special resolution*, the passing of a special resolution requires that a vote to be taken by units of entitlement and that not more than one quarter of the units of entitlement represented at the meeting and entitled to vote, vote against the motion.

Unanimous Resolution

If a motion put to a general meeting of the Owners Corporation requires a unanimous resolution*, the passing of a unanimous resolution requires that no vote to be cast against the motion.

*Such motions are clearly indicated in the form of motion.

STATUTORY INFORMATION

VOTING RIGHTS (PART 4, SCHEDULE 1)

You, or where this notice is addressed to a corporation, your company nominee, may vote at the meeting:

1. Either in person at the meeting or by duly appointed *proxy whose instrument of appointment is given to the secretary of the Owners Corporation before the commencement of the meeting;
2. Except in the case of a motion requiring a unanimous resolution, only if all contributions levied and payable on the above lot(s), and any other monies recoverable under the above Act by the Owners Corporation from you at the date of this notice, have been duly paid before the commencement of the meeting; and
3. In the case of an owner of a lot subject to a first mortgage shown on the strata roll (a priority vote), only if the mortgagee fails or neglects to exercise the voting power conferred on him by schedule 2 part 2 of the above Act.
4. Where this notice is addressed to a corporation, the company nominee voting at the meeting must be the company nominee/s specified on the section 22 notice and strata roll for the Owners Corporation. The nominee must also provide the chairperson with a written authorisation of their entitlement to vote at the meeting.
5. A power of attorney may only cast a vote at the meeting via a duly completed Proxy Appointment Form signed by the owner/s of the lot they are representing.

PRE-MEETING ELECTRONIC VOTING

Owners Corporations may allow for 'Pre-Meeting Electronic Voting' which is a means of casting a vote electronically, up to 24 hours before the commencement of a meeting.

Our office has implemented an electronic voting mechanism which is accessible via the Netstrata weblink portal established for your Strata Scheme. Owners who cannot attend a meeting or prefer to vote electronically may logon to the portal (website - <https://portal.netstrata.com.au/>) and cast a vote for the motions being considered at the meeting. There are however the following limitations as imposed in the Strata Schemes Management Regulation 2016 (Regulation 14):

1. The pre-meeting vote may have no effect where a motion is amended at a meeting;
2. A motion that is to be determined wholly by pre-meeting electronic voting may not be amended at the meeting for which the pre-meeting electronic voting is conducted;
3. A motion that is to be determined partly by pre-meeting electronic voting must not be amended at the meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion;
4. A pre-meeting vote may not be counted for the purposes of a Strata Committee election.

GENERAL MEETING INFORMATION

OFFICE LOCATION & ACCESS

Our Meeting Rooms are located above 'Hardcore Gym', pedestrian entry from 298 Railway Parade, Carlton. Parking is available at the rear of our premises and Carlton railway station from Railway Parade. Lift Access for disabled or less mobile persons is available via our rear entry with prior notification to your strata manager. The facilities at our office enable the meetings for your scheme to be conducted in a comfortable and business like environment and avoid potential W.H. & S. issues and other liabilities for your scheme.

ABOUT THE AGENDA

A synopsis of the motions to be determined at this meeting as well as the statutory requirements relating to the conduct of a general meeting are detailed in the meeting notice. Whilst they are largely self-explanatory, we urge you to read them so you are fully aware of your rights and obligations surrounding the matters to be determined.

MEETING DURATION

The duration of the meeting will largely depend on the number of motions to be determined. A simple proxy meeting (i.e. one conducted via proxy/postal vote) may only take a few minutes, whereas an Annual General Meeting usually last around 1 hour.

WHERE TO FIND OUT MORE

Copies of 'Strata Living', an owner's guide produced by NSW Fair Trading is available from the NSW Fair Trading website www.fairtrading.nsw.gov.au. Strata Living is a useful guide outlining all your rights, obligations and responsibilities of owning in and the administration of Strata Properties in NSW.

You can also find out more regarding the operation of your scheme, strata legislation and other useful information by visiting our website www.netstrata.com.au.

QUESTIONS?

We encourage your questions and feedback surrounding all aspects of the administration of your strata property, however to save time at the meeting we'd ask that any questions you may have regarding the agenda or attachments be directed to your strata manager prior to the meeting.

VOTING & ATTENDANCE

If you are unable to attend the meeting you may signal your voting via the Proxy/Voting form enclosed with the meeting notice or vote online via your owner portal at www.netstrata.com.au. Please note however only committee members may vote at committee meetings.

GENERAL DISCUSSIONS

If time permits there will be a general discussion period at the conclusion of the meeting so owners have an opportunity to raise other matters not on the agenda, however any decisions made will be limited to the delegated authority of the manager.

NOTES FOR THE MEETING

This page has been left blank to enable you to jot down any questions you may have regarding the motions to be discussed or any other matter concerning the scheme.

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www.netstrata.com.au

P: 1300 638 787

admin@netstrata.com.au

Emergency (after hours): 1300 663 760

Head Office

298 Railway Parade
Carlton NSW 2218

Wollongong Office

Suite 3.03, 3 Rawson St
Wollongong NSW 2500

Sydney CBD Sales Office

Level 26, 44 Market St
Sydney NSW 2000

Liability limited by a scheme approved under Professional Standards Legislation

DEED OF SETTLEMENT AND RELEASE

DATE:

BETWEEN

The Owners – Strata Plan No. 96044 of 92 Buckland Street, Alexandria NSW 2015 (“**Owners Corporation**”)

AND

Next Constructions Pty Limited ACN 128 237 883 of Suite 1805, Level 18, 219-227 Elizabeth Street SYDNEY NSW 2000 holding builder licence no. 207853C (“**Builder**”)

AND

WG E17.02 Pty Limited ACN 108 646 519 as trustee for the WG E17.02 trust ABN 87 253 564 527 of PO Box 653 EDGECLIFF NSW 2027 (“**Developer**”)

(collectively, “**Parties**”)

RECITALS

- A. The Developer entered into a contract with the Builder under which the Builder undertook residential building work at 92 Buckland Street, Alexandria in New South Wales (“**Building Work**”).
- B. Upon registration of Strata Plan No. 96044 on 27 October 2017, the Building Work, in so far as it is Common Property (as defined by the *Strata Schemes Management Act 2015*), was transferred to the Owners Corporation.
- C. The Building Work is ‘residential building work’ as defined by section 3 of the *Home Building Act 1989* (NSW) (“**HBA**”).
- D. On 14 November 2019, the Owners Corporation commenced proceedings in the NSW Civil and Administrative Tribunal against the Builder and Developer, being proceeding number HB 19/51204 (“**Proceedings**”) alleging that the Building Work carried out by the Builder and the Developer is in breach of the warranties provided in Part 2C, including section 18B, of the HBA (“**Statutory Warranties**”).
- E. The alleged breaches of the Statutory Warranties are detailed in the documents annexed at **Annexure A (“Alleged Defects”)**.
- F. The Parties have now agreed to resolve the Proceedings on a without admissions basis and on the terms contained in this Deed.

WITHOUT PREJUDICE SAVE AS TO COSTS

IT IS AGREED AS FOLLOWS:

1. The Recitals to this Deed make up part of the terms and provisions of this Deed.

2. **Definitions**

In this document, the following words and expressions have the meaning shown unless the context requires otherwise:

Agreed Rectification Scopes of Work has the meaning given in Annexure B to this Deed.

Alleged Defects has the meaning given in Recital E.

Alleged Fire Safety Defects means the items identified in the Credwell Consulting Report.

Building means the structure and its surroundings located at 92 Buckland Street, Alexandria NSW 2015.

Builder's Representative has the meaning given to it in Clause 11.c. of this Deed.

Building Work has the meaning given in Recital A.

Business Day means any day except a bank or public holiday throughout New South Wales, a Saturday or a Sunday, or 27 to 31 December.

Claims means all claims for relief including all actions, suits, demands, and liabilities arising from or in connection with this Deed and the Proceedings.

Commencement Date has the meaning given in clause 8.a. of this Deed.

Common Property has the meaning given in Section 4 of the *Strata Schemes Development Act 2015* (NSW).

Construction Program has the meaning given in clause 9.b. of this Deed.

Core Report means the 9 August 2019 building defects report prepared by Mr Ian Martyn of Core Project Consulting Pty Ltd.

Credwell Consulting Report means the 8 April 2020 fire safety defects report prepared by Mr Adam Southwell of Credwell Consulting Pty Ltd.

Decking Proposal has the meaning given in Annexure B to this Deed.

Effective Date means

- (a) if counterparts of this Deed are not used, the date upon which the last signatory signs the Deed; or
- (b) if counterparts of this Deed are signed, the date upon which the final counterpart is exchanged; and
- (c) Payment of the monies under Clause 19 of this Deed.

Fire Safety Defects Schedule means Annexure E to this Deed.

WITHOUT PREJUDICE SAVE AS TO COSTS

Flooring Proposal has the meaning given in Annexure B to this Deed.

General Defects Schedule means Annexure D to this Deed.

HBA has the meaning given in Recital C.

Hold Points means the points in time during the performance of the Rectification Works that the Builder is to notify the Owners Representative that the Owners Representative or Specialist Consultant is to attend to inspect for the purposes of critical stage inspections for:

- (a) Rectification Work relating to waterproofing membrane/tiling in the balconies; and
- (b) Rectification Work relating to fire safety defects which are to be covered over after repair.

Investigation Work has the meaning given in clause 5.a. of this Deed.

Joint Expert Determined Rectification Scopes of Work means the rectification scopes of work for which the Builder and/or Developer is liable to the Owners Corporation as determined by the Joint Expert in relation to the Alleged Defects, which are not otherwise agreed by the Parties after the Investigation Work.

Joint Retainer has the meaning given in clause 6(c).

Lot has the meaning given in Section 4 of the *Strata Schemes Development Act 2015* (NSW).

Occupier means the occupier of a Lot.

Owner means an owner of a Lot.

Owners Representative means the representative nominated by the Owners Corporation from time to time.

Parties means the parties to this Deed as shown on the first page of this Deed.

Rectification Work means:

- (a) the Agreed Rectification Scopes of Work; and
- (b) the Joint Expert Determined Rectification Scopes of Work.

Specialist Consultant has the meaning given in Clause 3.d.

Statutory Warranties has the meaning given in Recital D.

Total Money Claim means the total amount as defined at Clause 15(c).

WHS Legislation means means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW) as amended, replaced or updated from time to time.

3. Rectification Work

- a. The Builder is to:

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WITHOUT PREJUDICE SAVE AS TO COSTS

- i. Undertake the Rectification Work.
 - ii. Make the Rectification Work available for inspection by the Owners Representative at the Hold Points. The Builder shall provide written notice to the Owners Representative at least 2 Business Days prior to any Rectification Work reaching a Hold Point.
 - iii. When the Builder considers it has satisfactorily completed the Rectification Work, the Builder shall provide to the Owners Corporation written notice that all of the Rectification Work has been satisfactorily completed in accordance with this Deed and is ready for final inspection.
- b. At any stage of the work, and upon providing written notice to the Builder at least 1 Business Day prior, the Owners Representative may undertake any inspection of the Rectification Work considered necessary and provide either:
- i. written details of the Rectification Work which is not satisfactorily completed, after which time the Builder will diligently complete such work, or
 - ii. written confirmation that any Rectification Work has been satisfactorily completed.
- c. When the Builder provides the Owners Representative with written notice it has satisfactorily completed the Rectification Work, the Owners Representative must within 14 calendar days undertake the final inspection and provide to the Builder :
- i. written details of the Rectification Work which is not satisfactorily completed, after which time the Builder will diligently complete such work.
 - iii.—Where reasonably necessary, the Owners Representative may appoint a
Where reasonably necessary, the Owners Representative may appoint a
 - ~~e.d.~~ Where reasonably necessary, the Owners Representative may appoint a Specialist Consultant ("**Specialist Consultant**") for inspection of Rectification Work which requires certification by a specialist consultant, such as Rectification Work relating to fire safety works ~~or~~ hydraulic works and/or specialist engineer.
 - ~~f.e.~~ The Builder must reimburse the Owners Corporation for the reasonable costs of the Owners Representative (and Specialist Consultant appointed under clause 3.d. above) in undertaking the Hold Point inspections, the final inspection and any other necessary dealings with the Builder in relation to the performance of the Rectification Work.

4. Fire Safety Defects Schedule – Annexure E

Prior to or within 14 calendar days of the Effective Date:

- a. The Owners Corporation must provide a draft copy of the Fire Safety Defects Schedule to the Builder and Developer in an Excel document in the same form as the General Defects Schedule, containing one row for each item in the Credwell Consulting Report. The Builder and the Developer must each:
 - i. review the Credwell Consulting Report and the draft Fire Safety Defects Schedule;

WITHOUT PREJUDICE SAVE AS TO COSTS

- ii. provide their respective response to each item in the Credwell Consulting Report in the draft Fire Safety Defects Schedule by each inserting a column on the far right side of the table labelled “[Builder/Developer]’s Position”, and in that column providing their respective responses for each item using the following format:

- A. Agree Defect and Scope of work – shade green;
- B. Agree Defect and propose amended scope of work – shade blue;
- C. Further Investigation / information required – shade orange;
- D. Joint Expert Determination – shade yellow; or
- E. Disagree Defect and/or Scope of work – shade red; and

provide their respective amended draft copy of the Fire Safety Defects Schedule to the Owners Corporation.

- b. The Owners Corporation must:

- i. combine the amended draft copies of the Fire Safety Defects Schedule from the Builder and Developer into the Fire Safety Defects Schedule; provide its response to the Builder and Developer’s position on each item by inserting a column on the far right side of the table labelled “Owners Corporation’s Position”, and in that column providing its response for each item using the following format:

- A. Press for rectification – shade green;
- B. Further investigation / information required – shade orange;
- C. Joint Expert Determination – shade yellow; or
- D. Not Pressed – shade red; and

- ii. Provide the finalised Fire Safety Defects Schedule to the Builder and the Developer. This copy of the Fire Safety Defects Schedule will constitute Annexure E to this Deed.

5. Further Investigation

Within 30 calendar days of the Builder and Developer receiving the Fire Safety Defects Schedule from the Owners Corporation under clause 4(c)(iii) of this Deed:

- a. all items marked ‘Further Investigation / information required’ and shaded orange in the General Defects Schedule and the Fire Safety Defects Schedule must be jointly investigated in good faith by the Owners Corporation’s experts and the Builder or Builder’s Representative (**Investigation Work**); and
- b. as a result of the Investigation Work, all items marked ‘Further Investigation / information required’ and shaded orange in the General Defects Schedule and the Fire Safety Defects Schedule must be updated and labelled either:
 - i. Parties agree defect and scope of work /amended scope of work – shade green;
 - ii. Parties agree not to press – shade red;
 - iii. Joint expert determination of defect and scope of work – shade yellow; or
 - iv. Joint expert determination of scope of work – shade yellow.

6. Joint Expert Determination

WITHOUT PREJUDICE SAVE AS TO COSTS

- a. The Joint Expert will determine any dispute under this Deed, in the event a dispute arises which cannot be agreed between the Parties within 7 Business Days of the dispute arising.
- b. The Parties shall:
 - i. Appoint:
 - A. Mr Barry Tozer; or
 - B. if Mr Tozer is unavailable, Mr Peter Finnane,as the expert who will perform the functions of the Joint Expert under this Deed; or
 - ii. if both the above experts are unavailable, the Parties will attempt in good faith to agree upon an expert who will perform the functions of the Joint Expert under this Deed; and
 - iii. if the Parties are unable to agree on a Joint Expert within 10 Business Days, they must request that the Chairperson for the time being of the Resolution Institute (New South Wales - Sydney Chapter) (formerly IAMA) nominate an expert to act as the Joint Expert for the purposes of this Deed; and
 - iv. the Parties must agree to this appointment subject to the nominated Joint Expert's obligations to act in accordance with this Deed and the Joint Retainer.
- c. The Parties will enter into a joint retainer agreement with the Joint Expert ("**Joint Retainer**").
- d. Any such expert determination under this clause shall be in accordance with the Expert Determination Rules provided for by the Resolution Institute as hereinafter modified.
- e. The Joint Expert under the Joint Retainer will:
 - i. act as an expert and not as an arbitrator;
 - ii. if reasonable and necessary, retain the assistance of a suitably qualified engineer or consultant if any of the matters the subject of the expert determination are outside of the Joint Expert's expertise or field of knowledge;
 - iii. provide his or her expert opinion according to law;
 - iv. take into consideration all relevant documents, information and other written and oral material that the Parties place before the Joint Expert which the Joint Expert considers to be within the scope of his or her role;
 - v. undertake all actions necessary to determine the scope of his or her role;
 - vi. use his or her professional judgment, knowledge and skill;
 - vii. undertake all necessary action to facilitate an expeditious and cost effective determination in accordance with this Deed; and
 - viii. otherwise proceed in such manner as the Joint Expert thinks fit.
- f. The Parties will be liable for the Joint Expert's fees and expenses in the proportions determined by the Joint Expert as just and reasonable given the dispute and the Joint Expert's determination of that dispute.

WITHOUT PREJUDICE SAVE AS TO COSTS

- g. The Joint Expert will render a tax invoice for his or her fees to the liable Party/ies and the fees will be payable within 7 Business Days of the issue of such tax invoices.
- h. The Joint Expert may also determine that a Party pay another Party's respective expert's costs in the event further invoices are rendered by the Parties' respective experts during the expert determination process.
- i. NOT USED.
- j. For the avoidance of doubt, it is not the intention of the Parties that the Joint Expert's determination deals with items in connection with the Strata Scheme which relate to:
 - i. works executed by persons or entities other than the Builder and its subcontractors;
 - ii. maintenance issues; or
 - iii. work which would involve betterment or upgrading of the existing building to current building standards not applicable to the original construction.
- k. The expert determination of the Joint Expert is final and binding.
- l. If at any time before completion of any expert determination the subject of this clause there ceases to be a Joint Expert, the Parties shall appoint a new Joint Expert in accordance with this Deed.

7. NOT USED

8. Time for Commencement and Completion

- a. The Builder must commence the Rectification Work on the date the later of:
 - i. 2 weeks after the date of this Deed; or
 - ii. 7 days after being provided access by the Owner or an Occupier.

(Commencement Date)

- b. The Builder will reasonably endeavour to complete the Rectification Work within:
 - i. 180 calendar days of the Commencement Date; or Formatted: Font: Bold
in accordance with any order or notice from the local council or any other authority

~~e. but is not obliged to do so.~~

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9. Programming of the Rectification Work and Access

- a. The Builder acknowledges that the Rectification Work is being undertaken on a residential building which is currently occupied and that time is required to arrange access, and in particular obtain access from Occupiers.
- b. Within 7 business days before of the Commencement Date commencement of the Rectification Work, the Builder will provide to the Owners Representative a reasonable and detailed construction program (**Construction Program**) detailing the sequencing of work and the dates on which access will be required to both common areas and to

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individual lots. The Builder will provide a minimum of 21 Business Days' notice for internal access to Lots (subject to any agreement between the Builder and the Owners Corporation). The Construction Programme will be updated and reissued by the Builder within 3 business days of a request from the Owners Representative.

- c. The Owners Corporation must provide access for the Builder, any employee or subcontractor of the Builder:
- i. In accordance with the Construction Program, to carry out the Rectification Work as required during the working hours of 8:00AM to 5:00PM from Monday to Friday inclusive;
 - ii. Where there is an emergency; or
 - iii. Where it is mutually convenient to both Parties.
- d. Where the Owners Corporation failed to provide the Builder with access to any part of the Property as detailed in the Construction Programme and required for the performance of any part of the Rectification Work, the Builder must:
- i. notify the Owners Representative in writing of the failure of the Owners Corporation to provide access and nominate a new date for access to that part of the Property with such date being at least 14 days from the date of the Notice ("First Access Notice");
 - ii. Should the Owners Corporation fail to provide the Builder with access to the Property in accordance with the First Access Notice the Builder shall notify the Owners Representative in writing of the Owners Corporation failure to provide access and nominate a new date for access to that part of the Property with such date being at least 14 days from the date of the Notice ("Second Access Notice")
 - iii. Should the Owners Corporation fail to provide the Builder with access to the Property in accordance with the Second Access Notice the Builder shall notify the Owners Representative in writing of the Owners Corporation failure to provide access and nominate a new date for access to that part of the Property with such date being at least 14 days from the date of the Notice ("Third Access Notice").

If within 14 days of receiving the Third Access Notice under Clause 9.d.iii, the Owners Corporation is unable to provide the Builder with the access requested in the notice, then the Parties agree that for the purpose of Clause 3.b.ii and Clause 3.c.ii., each part of the Rectification Work affected by the insufficient access is deemed to be completed.

10. Extension of time

- a. The Builder will be entitled to a reasonable extension of time to the completion of the Rectification Work if it is delayed or disrupted in performing the Rectification Work by:

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WITHOUT PREJUDICE SAVE AS TO COSTS

- i. a cause of delay or disruption which is beyond the Builder's reasonable control;
or

- ii. any act or omission of the Owners Corporation, Owners Representative, an Owner or an Occupier; and

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- ii.iii. the Builder provides the Owners Corporation written notice of the period of the extension of time required, the reasons for the extension of time, and the new expected Completion Date.

11. Quality of Construction

- a. The Rectification Work will comply with:
 - i. The Building Code of Australia and NCC;
 - ii. All relevant codes, standards and specifications that the Rectification Work is required to comply with under any law;
 - iii. The licencing requirements under the HBA;
 - iv. The installation guidelines from product manufacturers to ensure all product warranties are applicable; and
 - v. The remedial scope of work agreed as between the Parties, specified by the Parties' experts, or as determined by the Joint Expert.
- b. The Builder warrants that the Rectification Work will be performed by appropriately licenced and insured builders, subcontractors and tradesmen under the supervision of an experienced construction manager.
- c. The construction manager is to be the Builder's representative under this Deed ("**Builder's Representative**").
- d. The Builder must provide the name and direct contact details of Builder's Representative prior to commencement of the Rectification Work.
- e. The Builder's Representative:
 - i. Where possible, must respond to emails and voice messages from the Owners Representative with 24 hours.
 - ii. Must attend the Building at least once on each day that work is being performed at the Building.
 - iii. Must attend face-to-face meetings at the Building upon request by the Owners Representative.

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12. Statutory Approval

- a. If the approval of the local council or any other statutory authority is required and that approval has not been sought at the date of this Deed, the Builder must apply for and pay all the costs and fees associated with such approval.

WITHOUT PREJUDICE SAVE AS TO COSTS

13. Insurance

- a. Before commencement of the Rectification Work, the Builder must provide to the Owners Corporation for its reasonable approval current insurance cover for:
 - i. Public liability insurance to cover liabilities to third parties for death or personal injury or damage to property for an amount not less than \$10,000,000;
 - ii. Workers compensation insurance to cover any employees of the Builder; and
 - iii. Property damage for the Rectification Work and for full reinstatement and replacement cost of any existing common property.

14. Defects in Rectification Work

- a. The Owners Corporation must notify the Builder in writing of any omissions or defects which become apparent within the period of 52 weeks from which the Rectification Work is completed, and the Builder is to promptly make good the work or materials at the Builder's expense, subject to the Builder's right to dispute any alleged defects under clause 6 of this Deed.

15. Builder's Indemnity in Favour of the Owners Corporation and Developer

- a. The Builder acknowledges that the Rectification Work is being undertaken on a residential building which is currently occupied and that it must do all things reasonably necessary to protect existing property and persons who will continue to occupy and use the Building during the course of the Rectification Work.

Builder's Indemnity in Favour of the Owners Corporation

- b. The Builder will indemnify the Owners Corporation against any loss or liability for death, personal injury or property damage arising out of the Rectification Work, except as to the extent that the Owners Corporation, Owners Representative, an Owner or an Occupier contributed to the loss or liability.

Builder's Indemnity in Favour of the Developer

- c. The Builder will indemnify the Developer against any loss or liability for death, personal injury or property damage arising out of the Rectification Work, except as to the extent that the Developer contributed to the loss or liability.

Care of the works

16. Care of the works

- a. The Builder is to make good any loss or damage to the Rectification Work or the property of the Owners Corporation, or any property of an Owner or Occupier caused by the Builder or the Builder's employees, agents or subcontractors.

17. Disturbance and Cleaning Up

- a. The Builder must ensure that at all times the Owners Corporation, Owners and Occupiers have reasonable and necessary use, access and egress to the Building and that disturbances are minimised as much as is reasonably possible.
- b. The Builder will provide all necessary hoardings, barricades and protective equipment to ensure access and egress and reasonably minimal disturbance.

WITHOUT PREJUDICE SAVE AS TO COSTS

- c. On completion of the Rectification Work the Builder must:
 - i. remove from the Building all plant and equipment; and
 - ii. dispose of all rubbish, excavated materials, demolished or dismantled structures and surplus material relating to the Rectification Work.

18. Work Health and Safety

- a. The Owners Corporation engage the Builder as the principal contractor in accordance with the applicable WHS Legislation for the Rectification Work and will authorise the Builder to have management and control of the Building for the purpose of discharging its duties as the principal contractor.
- b. The Builder accepts its engagement as the principal contractor for the Rectification Work.

19. Payment to the Owners Corporation

a.—

i. ~~for \$INSERT, being the amount the owners corporation has incurred from its own pocket rectifying Alleged Defects.~~

b.a. The Builder and Developer must, jointly or severally, pay the Owners Corporation the sum of \$47,436 within 28 days of the date of this Deed in full and final satisfaction of the following claims:

- i. Claim for the legal fees incurred by the Owners Corporation in the Proceedings of \$17,434, being 25% of incurred fees to April 2020.
- ii. Claim for the expert witness fees incurred by the Owners Corporation in the Proceedings of \$30,002, being 90% of incurred fees to April 2020.

(“Total Money Claim”)

20. Developers Undertaking

In the event that the Builder does not satisfy any of its obligations and liabilities under this Deed, in addition to its own obligations and liabilities arising under this Deed, the Developer hereby unconditionally and irrevocably indemnifies the Owners Corporation for all of the obligations and liabilities of the Builder such that the Developer will be liable for and take over all of the obligations and liabilities of the Builder in this Deed as if it is the Builder as provided for in this Deed.

a. In the event that the Builder does not satisfy any of its obligations and liabilities under this Deed, in addition to its own obligations and liabilities arising under this Deed, the Developer hereby unconditionally and irrevocably indemnifies the Owners Corporation for all of the obligations and liabilities of the Builder such that the Developer will be liable for and take over all of the obligations and liabilities of the Builder in this Deed as if it is the Builder as provided for in this Deed.

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WITHOUT PREJUDICE SAVE AS TO COSTS

21. Releases

Subject to the operation of the HBA:

Owners Corporation's Release

- a. Upon completion of the Rectification Work, and payment of the Total Money Claim the Owners Corporation agrees to release the Builder and Developer from all Claims for relief including all actions, suits, demands, liabilities in relation to the Alleged Defects and the Proceedings.
- b. The Owners Corporation does not release the Builder and Developer from any claim in relation to a major defect.

Builder's and Developer's Release

- c. Upon completion of the Rectification Work, the Builder and Developer agree to release the other from all Claims.
- d. The Builder and Developer do not agree to release the other from any claim in relation to a major defect.

22. Withdrawal of proceedings

- a. Within 7 Business Days of the Effective Date, the Parties will sign the consent orders in the form set out in Annexure C to this Deed, which provide that the Proceedings are withdrawn and that there be no order as to costs.
- b. The Owners Corporation must file the signed consent orders in the NSW Civil and Administrative Tribunal within 7 Business Days of receipt of a signed copy of the consent orders from the Builder and the Developer.
- c. Subject to Clause 19(c) of this Deed, no costs will be payable by any Party to any other Party to this Deed by reason of the withdrawal of the Proceedings.

23. General Provisions

- a. Each of the Parties shall take all steps, execute all documents and do everything reasonably required to give full effect to the terms of this Deed.
- b. This Deed and the Annexures to it contain the entire Deed between the Parties in respect of the subject matter of this Deed and supersedes all earlier negotiations and/or representations of any kind.
- c. It is agreed that no waiver of any of the terms of this Deed and/or any amendment to this Deed will be valid unless such waiver and/or amendment is recorded in writing and signed on behalf of all of the Parties.
- d. This Deed may only be varied by Deed of all the Parties in writing, signed by all the Parties, save that the terms and provisions of the Contract may be varied as set out in the Contract.
- e. This Deed binds the Parties and any executor, administrator, receiver, transferee, assignee, liquidator or trustee in bankruptcy of any of the Parties.

WITHOUT PREJUDICE SAVE AS TO COSTS

- f. If a provision of this Deed is invalid or unenforceable in a jurisdiction, it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability, and it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions of this Deed.
- g. This Deed is governed by the law of New South Wales and the Parties agree to submit to the jurisdiction of the Courts of that State.
- h. Nothing in this Deed shall be read in favour of or against any of the Parties due to the drafting of this Deed or any part of it by or on behalf of any of the Parties.
- i. This Deed may consist of a number of counterparts each executed by one or more Parties to this Deed and in that case those counterparts will be deemed to constitute the one document and the date of execution of the last such counterpart will be the date of this Deed.
- j. Each Party to this Deed acknowledges that they enter into the Deed voluntarily upon their own information, investigation and legal advice.
- k. This Deed takes effect:
 - i. If the counterparts of the Deed are not used, when all Parties have signed the Deed; or
 - ii. If counterparts of the Deed are signed, upon exchange of the signed counterparts.
- l. Any notice, request, demand, consent or approval to be given by or to a Party under this Deed:
 - i. May be given in writing by or to the solicitor acting for that Party in the Proceedings or by or to any other person one of the Parties advises is an authorised recipient for it by notice to the other Parties; and
 - ii. Will be presumed to have been so received:
 - (a) in the case of facsimile or email, on the Business Day following successful transmission;
 - (b) in the case of post, on the fourth Business Day after posting; and
 - (c) unless evidence sufficient to raise doubt about the presumption is adduced.

24. Confidentiality

- i. This Deed and its contents are confidential.
- ii. Disclosure of information and any other matter agreed to be confidential by this Deed is not authorised unless:
 - (i) it is for the purpose of enforcing this Deed or any of the terms of it;
 - (ii) a Party has prior written consent of all Parties, which consent shall not be unreasonably withheld; or

WITHOUT PREJUDICE SAVE AS TO COSTS

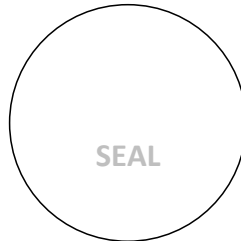
- (iii) a Party is compelled by law to make the disclosure; or
- (iv) the disclosure is made in confidence to a Party's professional legal or financial advisors for the bona fide purposes of obtaining legal or financial advice, or on the part of the OC for the purpose of communicating the details and contents of the Deed to its constituent owners.
- (v) It is for the purpose of informing the Lot Owners of the Settlement and matters relating to the Owners Corporation's obligations under the Strata Schemes Management Act .

DRAFT

WITHOUT PREJUDICE SAVE AS TO COSTS

EXECUTED by each Party as a Deed:

**THE COMMON SEAL OF THE OWNERS –
STRATA PLAN NO. 96044** was hereunto
affixed in the presence of the following being
the person(s) authorised by section 273 of
the *Strata Schemes Management Act 1996*
to attest the affixing of the seal.



Signature

Full name

Role

DATE: _____

EXECUTED by
**Next Constructions Pty Limited ACN 128
237 883** in accordance with section 127 of
the *Corporations Act 2001 (Cth)* by:

Signature (Director)

Signature (Director/Secretary)

Full name

Full name

DATE: _____

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EXECUTED by
WG E17.02 Pty Limited ACN 108 646 519
as trustee for the WG E17.02 trust ABN
87 253 564 527 in accordance with section
127 of the *Corporations Act 2001* (Cth) by:

Signature of authorised representative

Signature of witness

Name of authorised representative (print)

Name of witness (print)

DATE: _____

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ANNEXURE A

The Alleged Defects are set out in:

1. the Core Report; and
2. the Credwell Consulting Report.

DRAFT

ANNEXURE B

"Agreed Rectification Scopes of Work" means:

1. For the respective agreed items shaded green in the **General Defects Schedule**:
 - a. the scope of Rectification Work for that item as identified in the Core Report; or
 - b. the scope of Rectification Work for that item amended and agreed as between the Parties and detailed in the General Defects Schedule.
2. For the respective agreed items shaded green in the **Fire Safety Defects Schedule**:
 - a. the scope of Rectification Work for that item as identified in the Credwell Consulting Report; or
 - b. the scope of Rectification Work for that item amended and agreed as between the Parties and detailed in the Fire Safety Defects Schedule.
3. For the respective items marked 'Further Investigation Required' and shaded orange in the General Defects Schedule or Fire Safety Defects Schedule, and agreed as between the Parties following the Investigation Work, the scope of Rectification Work agreed as between the Parties;
- 3.4. For the respective items marked 'Joint Expert Determination' and shaded yellow in the General Defects Schedule or Fire Safety Defects Schedule, the scope of Rectification Work determined by the Joint Expert;
- 4.5. The scope of works detailed in the Builder's Flooring Proposal dated 15 January 2020 (**Flooring Proposal**); and
- 5.6. The scope of works detailed in the Builder's Decking Proposal dated 26 February 2020 (**Decking Proposal**).

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ANNEXURE C
CONSENT ORDERS

TRIBUNAL DETAILS

Tribunal	NSW Civil & Administrative Tribunal
Division	Consumer and Commercial Division
Registry	Sydney
Case number	HB19/51204

TITLE OF PROCEEDINGS

Applicant	The Owners – Strata Plan No 96044
First Respondent	NEXT CONSTRUCTIONS PTY LTD
Second Respondent	WG E17.02 PTY LTD

PREPARATION DETAILS

Prepared for	The Owners – Strata Plan No 96044 , Applicant
Legal representative	David Bannerman, Bannermans Lawyers
Legal representative ref	DB:CD:SP96044:5834
Contact name and telephone	Corinne Deall, 02 9929 0226
Contact email	cdeall@bannermans.com.au

TERMS OF ORDER

- 1 By consent, the proceedings are withdrawn.
- 2 No orders as to costs. Each party to pay its own costs.
- 3 All previous orders, including any costs orders, are to be vacated.

SIGNATURES

Applicant, The Owners – Strata Plan No. 96044 consents.

Signature of legal representative	
Capacity	Solicitor for the Applicant
Date of signature	

First Respondent, Next Constructions Pty Limited consents.

Signature of legal representative	
Capacity	Solicitor for the First Respondent
Date of signature	

Second Respondent, WG E17.02 Pty Limited consents.

Signature of legal representative	
Capacity	Solicitor for the Second Respondent
Date of signature	

WITHOUT PREJUDICE SAVE AS TO COSTS

ANNEXURE D

GENERAL DEFECTS SCHEDULE

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WITHOUT PREJUDICE SAVE AS TO COSTS

ANNEXURE E

FIRE SAFETY DEFECTS SCHEDULE

To be inserted or completed by the Parties in accordance with clause 4 of this Deed.

DRAFT

WITHOUT PREJUDICE SAVE AS TO COSTS

ANNEXURE F

FLOORING PROPOSAL

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WITHOUT PREJUDICE SAVE AS TO COSTS

ANNEXURE G

DECKING PROPOSAL

DRAFT

15 June 2021

THE OWNERS - STRATA PLAN NO 96044
C/- Netstrata
PO BOX 265
HURSTVILLE BC NSW 1481

Licence No: FIRE/2020/162
Our Ref: 2021/264204

**MODIFICATION OF AN ORDER
CLAUSE 22, PART 10 OF SCHEDULE 5, – ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT, 1979**

PREMISES: 92 Buckland Street , ALEXANDRIA NSW 2015

Dear Sir/Madam

I refer to the email dated 26 May 2021 and accompanying fire engineering report sent by Kenny Anderson on your behalf in relation to the Fire Safety Order issued on the above premises on 8 December 2020 (and modified on 22 March 2021) and Council Inspection dated 4 March 2021.

I wish to advise that pursuant to the provisions of clause 22, Part 10 of Schedule 5, of the Environmental Planning and Assessment Act, 1979 Council accedes to your request to modify the Fire Safety Order dated (reference: **FIRE/2020/162**)] by the following:

Insertion of the following new/modified term(s):

M1.05 - Lift Lobby glass doors

That the lift lobby glass doors shall comply with the operational requirements stated in Section 1.4, item 12 of Fire Engineering Report prepared by Holmes Fire, Revision K dated 26 May 2021 and the requirements of BCA 2015 Part D2.21 & AS 1670.1-2004;

Proper certification shall be provided to Council from an appropriately qualified person confirming compliance at the completion of works; (Work to be completed as part of Stage 3)

M1.07 – No Storage Signage (lift lobby)

That the required signage which says 'STORAGE NOT PERMITTED IN THIS AREA' shall be prepared and installed in accordance with the requirements stated in Section 1.4, item 14 of Fire Engineering Report prepared by Holmes Fire, Revision K dated 26 May 2021; (Work to be completed as part of Stage 3)

M1.06 - Fire Safety Audit/Final Fire Safety Certificate

- (1) The Owner shall carry out an inspection and audit of all required fire safety measures installed within the building and contained within the Modified Fire Safety Schedule attached to this Order Modification; and
- (2) The Owner shall undertake all such remedial works necessary to ensure that those required fire safety measures contained within the attached Modified Fire Safety Schedule are capable of operating/performing to at least the standard for which the measure was originally designed and implemented; and
- (3) A Final Fire Safety Certificate shall be submitted to Council, to the effect that each essential fire safety measure specified in the current Modified Fire Safety Schedule for the building to which the certificate relates;
 - (a) has been assessed by an appropriately qualified person, and
 - (b) was found, when it was assessed, to be capable of performing to at least the standard required by the current Modified Fire Safety Schedule for the building for which the certificate is issued; **(Work to be completed as part of Stage 3)**

M3.01 Upgrade of existing automatic fire detection and alarm systems

That the existing automatic fire detection and alarm systems within the building shall be upgraded as follows;

- a. Proper certification shall be submitted to Council from an appropriately qualified person confirming that the existing automatic fire detection and alarm systems within the building have been designed and installed in accordance with the requirements of BCA Clause E2.2, Specification E2.2a Clauses 3, 4 and 6, AS 1670-2004, AS 3786-2014 & Fire Engineering Report (FER) by Holmes Fire ref 113642 Version H dated 23 November 2017. Further remedial works may be required to be carried out to the system depending upon existing defects and the level of performance offered by the current system;
- b. That an additional heat detector complying with AS 1670.1-2004, shall be installed internally adjacent to the basement entry door in all town houses, interlinked to the existing occupant warning system in accordance with Clause 7 of Specification E2.2a of NCC 2019. Proper certification shall be submitted to Council from an appropriately qualified person at the completion of works; **(Work to be completed as part of Stage 2)**

Deletion of the following term(s) in the aforesaid order:

1.05 Protection of doorway openings

- ~~That the doorway openings located within 6 metres of egress path from the fire isolated stairs shall be fire protected in accordance with the requirements of Part C3.4 of the NCC. Details shall be submitted to Council for consideration and approval prior to works commencing. Proper certification by an appropriately qualified person shall be submitted to Council at the completion of work; **(Work to be completed as part of Stage 3)**~~

1.06 Fire Safety Audit/Final Fire Safety Certificate

- ~~(1) The Owner shall carry out an inspection and audit of all required fire safety measures installed within the building and contained within the Fire Safety Schedule attached to this Order; and~~
- ~~(2) The Owner shall undertake all such remedial works necessary to ensure that those required fire safety measures contained within the attached Fire Safety Schedule are capable of operating/performing to at least the standard for which the measure was originally designed and implemented; and~~
- ~~(3) A Final Fire Safety Certificate shall be submitted to Council, to the effect that each essential fire safety measure specified in the current Fire Safety Schedule for the building to which the certificate relates;
 - ~~(a) has been assessed by an appropriately qualified person, and~~
 - ~~(b) was found, when it was assessed, to be capable of performing to at least the standard required by the current Fire Safety Schedule for the building for which the certificate is issued; (Work to be completed as part of Stage 3)~~~~

4.02 Horizontal spandrel construction

~~That a quantitative alternative solution (alt sol) shall be prepared by a C10 Accredited Fire Safety Engineer regarding the non-compliant horizontal spandrel construction situated on the eastern façade of the residential tower. The alt sol must be prepared in consultation with Council, demonstrate compliance with the relevant performance requirements of the NCC, including CP2, DP4 & EP2.2. Details of the alt sol shall be submitted to Council for consideration and approval as part of Stage 2 work. Proper certification from a C10 Accredited Fire Safety Engineer shall be submitted to Council as part of Stage 3 work;~~

3.01 Upgrade of existing automatic fire detection and alarm systems

~~That the existing automatic fire detection and alarm systems within the building shall be upgraded as follows;~~

- ~~a. Proper certification shall be submitted to Council from an appropriately qualified person confirming that the existing automatic fire detection and alarm systems within the building have been designed and installed in accordance with the requirements of BCA Clause E2.2, Specification E2.2a Clauses 3, 4 and 6, AS 1670-2004, AS 3786-2014 & Fire Engineering Report (FER) by Holmes Fire ref 113642 Version H dated 23 November 2017. Further remedial works may be required to be carried out to the system depending upon existing defects and the level of performance offered by the current system;~~
- ~~b. That an additional heat detector complying with AS 1670.1-2004, shall be installed internally adjacent to the entry door in all top floor sole occupancy units (residential apartments) and internally adjacent to the basement entry door in all town houses, interlinked to the existing occupant warning system in accordance with Clause 7 of Specification E2.2a of NCC 2019. Proper certification shall be submitted to Council~~

from an appropriately qualified person at the completion of works;
~~(Work to be completed as part of Stage 2)~~

Important Notes

Pursuant to clause 22 (2) Part 10 of Schedule 5 of the Environmental Planning and Assessment Act 1979 this modification can only take effect if the person to whom the order was given agrees to the modification as set out herein. Consequently if you agree to the modification set out above you are to complete and sign the owner's statement, set out at the end of this order modification and return to Council by email or surface mail within (7) seven calendar days from the date of this (proposed) modification order.

Please ensure that this statement is submitted within the time specified above.

Failure to confirm acceptance of the modification in this way, will result in the Fire Safety Order remaining unchanged and compliance (including legal proceedings) will be pursued accordingly.

Work associated with this Order must only be carried out between the hours of 7:30am and 5:30pm on Mondays to Fridays, inclusive and 7:30am and 3:30pm on Saturdays and no work must be carried out on Sundays or public holidays;

Any and all works on or over the public way shall require prior temporary approval from the Council under section 68 of the Local Government Act 1993. An application for a temporary permit may be made through Council's Construction Regulation team. They may be contacted by telephone on 9265 9333.

MAINTENANCE OF EXISTING FIRE SAFETY MEASURES

That all existing fire safety measures installed within the building are to be maintained to the degree necessary whilst upgrading works are carried out under the requirements of the fire safety order.

FIRE AND RESCUE NSW NOTIFICATION

A copy of this modification order has been sent to the Commissioner of Fire and Rescue NSW pursuant to the requirements of clause 10, Part 6 of Schedule 5 of the Environmental Planning and Assessment Act 1979.

For further information regarding this matter, please contact Luke Jeffree on telephone number 9265 9848 or email ljeffree@cityofsydney.nsw.gov.au

Yours sincerely



Luke Jeffree
Senior Building Surveyor (South Team)

Enclosed: Modified Fire Safety Schedule

92 Buckland Street, Alexandria

Owner's statement

I the undersigned agree to the terms of the modification order as set out above pursuant to clause 22 (2), Part 10, of Schedule 5 of the Environmental Planning and Assessment Act 1979.

Signature/company seal of the owners of the subject premises.

Premises: 92 Buckland Street , ALEXANDRIA NSW 2015

Our Ref: 2021/264204

Dated: this _____ day of _____ [month] 2021

Modified Fire Safety Schedule (attached)

MODIFIED FIRE SAFETY SCHEDULE
CLAUSE 168 ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000
FIRE SAFETY MEASURES CURRENTLY OR
PROPOSED TO BE IMPLEMENTED IN THE BUILDING
MINIMUM STANDARD OF PERFORMANCE

Premises: 92 Buckland Street , ALEXANDRIA NSW 2015
Date of Order: 8 December 2020
Date of Order Modifications: 22 March 2021 & 15 June 2021
Our Ref: FIRE/2020/162

	FIRE SAFETY MEASURES	Current	Proposed	Minimum Standard or Standard of Installation
1.	Automatic fire detection and alarm systems	✓	✓	BCA Clause E2.2, Specification E2.2a Clauses 3, 4 and 6, and AS1670.1-2004, AS3786-2014 Fire Engineering Report by Holmes Fire ref 113642 Version H dated 23 November 2017, Term M3.01 of Councils Order Modification dated 15 June 2021, Clause 7 of Specification E2.2a of NCC 2019
2.	Emergency lighting	✓	✓	BCA Part E4, AS 2293.1-2005 Fire Engineering Report by Holmes Fire ref 113642 Version H dated 23 November 2017
3.	Exit signs	✓	✓	BCA Part E4, AS 2293.1-2005 Fire Engineering Report by Holmes Fire ref 113642 Version H dated 23 November 2017
4.	Fire hydrants systems	✓		BCA Clause E1.3, AS 2419.1-2005 Fire Engineering Report by Holmes Fire ref 113642 Version H dated 23 November 2017
5.	Fire-rated Lift Landing Doors	✓		BCA Part Clause C3.10, AS 1735.11-1986
6.	Fire-rated Doors	✓		BCA Clause C3.4, C3.8, C3.10, C3.11 AS 1905.1-2005 Fire Engineering Report by Holmes Fire ref 113642 Version H dated 23 November 2017
7.	Fire rated roof hatch (fire isolated stairway)	✓		BCA C1.1, AS1530.4-2014
8.	Fire seals (including Fire Collars, & Fire-stopping/Mastic)	✓		BCA Clause C3.15, BCA Specification C3.15, AS1530.4-2005, 4072.1
9.	Fire dampers	✓	✓	BCA C3.15 AS 1682 / AS/NZS 1668.1
10.	Mechanical air handling/Smoke control system	✓	✓	E2.2 of the BCA / AS/NZS 1668.1, AS1670.1 Term 1.04 of Councils Fire Safety Order dated 8 December 2020
11.	Hose reel system	✓		BCA Clause E1.4, AS 2441-2005
12.	Portable fire extinguishers	✓		BCA Clause E1.6, AS 2444-2001
13.	Warning and operational signs	✓		Fire Door Signage – BCA Clause D2.23 Offences relating to Fire Stairs – Clause 183 of EP&A Regulation 2000 Fire Engineering Report by Holmes Fire ref 113642 Version H dated 23 November 2017

14.	Warning Systems associated with Lifts (including Signs)	✓		BCA Part E3
	Alternative Solutions			
15.	Heat attenuation screen to south-east window, Apartment 201 (L2)	✓		Fire Engineering Report by Holmes Fire ref 113642 Version H dated 23 November 2017
16.	Thermal detectors provided within carpark & private garages in accordance with AS 1670.1-2004	✓		Fire Engineering Report by Holmes Fire ref 113642 Version H dated 23 November 2017
17.	Roller shutter provided at vehicular ramp linked to FIP to close upon fire alarm	✓		Fire Engineering Report by Holmes Fire ref 113642 Version H dated 23 November 2017
18.	-/90/30 self-closing door to the Garbage room on ground level	✓		Fire Engineering Report by Holmes Fire ref 113642 Version H dated 23 November 2017
19.	-/120/30 self-closing doors between private garages & townhouses, with non-lockable single hand downward action hardware	✓		Fire Engineering Report by Holmes Fire ref 113642 Version H dated 23 November 2017
20.	Lift lobby glass doors (x2)	✓	✓	Fire Engineering Report by Holmes Fire ref 113642.04 Version K dated 26 May 2021, Term M1.05 of Councils Order Modification dated 15 June 2021, BCA 2015 Part D2.21 & AS 1670.1-2004
21.	"STORAGE NOT PERMITTED IN THIS AREA"		✓	Fire Engineering Report by Holmes Fire ref 113642.04 Version K dated 26 May 2021, Term M1.07 of Councils Order Modification dated 15 June 2021
22.	"STORAGE NOT PERMITTED IN THIS AREA" signage at 5m centres along external pathway leading from common open space to the roadway	✓		Fire Engineering Report by Holmes Fire ref 113642 Version H dated 23 November 2017
23.	"NO PARKING. NO STORAGE" signage at 5m centres on wall adjacent vehicular ramp, & on wall opposite private garages	✓		Fire Engineering Report by Holmes Fire ref 113642 Version H dated 23 November 2017
24.	Illuminated exit sign on southern side of ground floor lobby doorway	✓		Fire Engineering Report by Holmes Fire ref 113642 Version H dated 23 November 2017

On completion of the work, the owner of the building shall cause the Council to be furnished with a "Final Fire Safety Certificate" in relation to each essential fire or other safety measure included in this schedule. The certificate shall meet with the requirements of Part 9 Division 4 of the Environmental Planning and Assessment Regulation 2000.

A copy of the certificate shall be given to the Commissioner of Fire and Rescue NSW and a further copy shall be prominently displayed in the building in a location specified by the Council.

In addition to the above, it will be necessary at least once in each period of 12 months from the date of the above "Final Fire Safety Certificate" for the owner of the building to furnish the Council with respect to each essential fire or other safety measure implemented in the building, an "Annual Fire Safety Statement" pursuant to the requirements of Part 9 Division 5 of the Environmental Planning and Assessment Regulation 2000 the details of which will be available on application.